TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Meeting Agenda

Town Council

Tuesday, June 23, 2026 | **6:45 PM** | **Council Chambers**

or Immediately Following the Urban Renewal Authority Meeting

Regular Meeting

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

I. Call Meeting to Order and Pledge of Allegiance

6:45 p.m.

II. Roll Call

III. Approval of the Agenda

IV. Consent Agenda

6:45-6:50 p.m.

2026-408 Approval of the May 26, 2026 Town Council Meeting Minutes

Attachments: 05-26-2026 Council Minutes

2026-405 Proclamation of Park and Recreation Month; Sponsors Mayor Pro Tem Brandon Bell and Council Member Brian O'Connor

Attachments: Proclamation

2026-223 A Resolution of the Town Council of the Town of Erie Approving an Agreement for Services with Western Plains Construction for Asphalt Maintenance Services

Attachments: Resolution 26-118

Agreement

2026-364 A Resolution of the Town Council of the Town of Erie Approving a First Amendment to the Construction Contract with Goodland Construction, Inc. for the Downtown Infrastructure Improvements

Sponsors: Public Works

Attachments: First Amendment

Resolution 26-105

2026-367 An Ordinance of the Town Council of the Town of Erie Amending Sections

9-1-2 and 9-1-4 of Chapter 1 of Title 9 of the Erie Municipal Code to Correct and Update Internal Cross-References

Attachments: Ordinance 026-2026

2026-369 A Resolution of the Town Council of the Town of Erie Approving an Amendment to Construction Contract with Geo-Solutions for the Erie Lake Dam Seepage Rehabilitation

Attachments: Resolution 26-106
Amendment
WCD 001
WCD 002
WCD 003
CO-01

2026-374 A Resolution of the Town Council of the Town of Erie Approving a Fourth Amendment to Construction Contract with HDR Engineering, Inc., for the Erie Lake Dam Seepage Rehabilitation Investigation, Analysis, and Design

Attachments: Resolution 26-107
Amendment

2026-378 A Resolution of the Town Council of the Town of Erie Approving a First Amendment to the Professional Services Agreement with CTL|Thompson, Inc. for Engineering Services for Erie Town Center

Attachments: First Amendment
Resolution 26-115

2026-389 A Resolution of the Town Council of the Town of Erie Approving a First Amendment to Professional Services Agreement with Kimley Horn for the On-Call Multi-modal Transportation and Traffic Planning Contract

Attachments: Resolution 26-116
Amendment

V. Public Comment

6:50-7:00 p.m.

(This agenda item provides the public an opportunity to discuss Consent Agenda items, General Business items that are not Public Hearings or items not on the Agenda.)

VI. General Business

2026-406 America 250 - Colorado 150 Proclamation; Sponsored by Mayor Moore

Attachments: Proclamation

7:00-7:05 p.m.

2026-413 Request to Reconsider Ordinance No. 028-2026 - An Ordinance of the Town Council of the Town of Erie Authorizing the Sale of Minerals to 7N, LLC, Accepting the Conveyance of Real Property from 7N, LLC, and Approving Agreements with 7N, LLC, SM Energy Company, and Extraction Oil and Gas, Inc. Regarding the Exchange of the Mineral Rights for the Real Property

7:05-7:15 p.m.
Presenter(s): Breena Meng, Town Attorney

2026-414 Reconsideration of Ordinance No. 028-2026 - An Ordinance of the Town Council of the Town of Erie Authorizing the Sale of Minerals to 7N, LLC, Accepting the Conveyance of Real Property from 7N, LLC, and Approving Agreements with 7N, LLC, SM Energy Company, and Extraction Oil and Gas, Inc. Regarding the Exchange of the Mineral Rights for the Real Property

Attachments:
Ordinance No 028-2026
Contract to Exchange Real Property and Mineral Rights
Agreement Regarding Draco Pad
Agreement Regarding Draco Pad Highlighted
Comments from Dan Hoback
Mineral Sale Public Comments June 3 -11
Mineral Sale Public Comments June 12-15
Mineral Sale Public Comments June 15-22

7:15-8:00 p.m.
Presenter(s): Breena Meng, Town Attorney

2026-370 PUBLIC HEARING: A Resolution of the Town Council of the Town of Erie Approving the Erie Junction Duplex Special Review Use with a Condition

Attachments:
Resolution 26-119
Staff Report
Staff Presentation
Applicant Materials
DRT Comments
Neighborhood Meeting Information
Public Hearing Notices
Preliminary Plat TC Resolution
Final Plat TC Resolution
Public Comment
PC Resolution

8:00-8:45 p.m.
Presenter(s): Christopher C. LaRue, Principal Planner

VII. Council Member Reports and Announcements

8:45-8:55 p.m.

VIII. Town Manager Report

8:55-9:00 p.m.

Town Attorney Report

9:00-9:05 p.m.

IX. Executive Session

2026-410 EXECUTIVE SESSION to hold a conference with attorneys pursuant to C.R.S. 24-6-402(4)(b) and (e) to receive legal advice and develop a strategy for and instruct negotiators related to construction defects on a Town Project

9:05-9:35 p.m.

X. 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.)

Translation Services

Persons planning to attend the meeting who need sign language interpretation, translation services, assisted listening systems, Braille, taped material, or other accommodation should email the Town Clerk's Office at TownClerk@ErieCO.gov or call 303-926-2710. Please submit requests at least 48 hours prior to the meeting.

Si requiere una copia en español de esta publicación o necesita un intérprete durante la reunión del Consejo, por favor llame a la Ciudad al TownClerk@ErieCO.gov o 303-926-2710. Por favor envíe sus solicitudes al menos 48 horas antes de la reunión.

File #: 2026-408, **Version:** 1

SUBJECT:
Approval of the May 26, 2026 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 May 26, 2026 Town Council meeting.

SUMMARY/KEY POINTS
NA

BACKGROUND OF SUBJECT MATTER:
NA

ATTACHMENT(S):
1. 05-26-2026 Council Minutes

TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Meeting Minutes

Town Council

Tuesday, May 26, 2026 | **7:35 PM** | **Council Chambers**

or Immediately Following the Urban Renewal Authority Meeting

Regular Meeting

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

I. Call Meeting to Order and Pledge of Allegiance

Mayor Moore called the meeting to order at 7:28 p.m.

II. Roll Call

Present: 6 - Mayor Moore, Mayor Pro Tem Bell, Council Member Pesaramelli, Council Member Baer, Council Member Mortellaro, and Council Member Hoback

Absent: 1 - Council Member O'Connor

III. Approval of the Agenda

Mayor Pro Tem Bell made a motion to approve the Agenda. Council Member Mortellaro seconded the motion. The motion passed by the following vote at 7:28 p.m.

Ayes 6 - Mayor Moore
Mayor Pro Tem Bell
Council Member Pesaramelli
Council Member Baer
Council Member Mortellaro
Council Member Hoback

Absent 1 - Council Member O'Connor

IV. Consent Agenda

2026-347 Approval of the August 26, 2025 Town Council Meeting Minutes

Attachments: 08-26-2025 Council Minutes

2026-348 Approval of the December 2, 2025 Town Council Special Meeting Minutes

Attachments: 12-02-2025 Council Minutes

2026-349 Approval of the December 9, 2025 Town Council Meeting Minutes

Attachments: 12-09-2025 Council Minutes

2026-351 Memorial Day Proclamation, sponsored by Mayor Pro Tem Bell and Council Member O'Connor

Attachments: Memorial Day Proclamation

2026-72 2026 Pollinator Proclamation; Sponsored by Council Member Anil Pesaramelli and Council Member Brian O'Connor

Attachments: pollinator proclamation

2026-209 An Ordinance of the Town Council of the Town of Erie Granting an Easement to United Power, Inc. and Approving the Associated Easement Agreement

Attachments: Ordinance 022-2026

Easement

2026-325 A Resolution of the Town Council of the Town of Erie Approving an Eighth Amendment to the Lease Agreement with Vector Air Management, LLC

Attachments: Resolution 26-096

Eighth Amendment

2026-336 A Resolution of the Town Council of the Town of Erie Approving the Amended 2026 Council Work Plan

Attachments: Amended 2026 Work Plan

Resolution 26-100

2026-339 A Resolution of the Town Council of the Town of Erie Approving a First Amendment to Professional Services Agreement Task Order with Kimley-Horn and Associates, Inc. for Design Services at Compass Park

Attachments: Resolution 26-101

Amendment

Original Task Order

2026-340 A Resolution of the Town Council of the Town of Erie Approving a First Amendment to Professional Services Agreement Task Order with Kimley-Horn and Associates, Inc. for Design Services at Morgan Hill Neighborhood Park

Attachments: Resolution 26-102
First Amendment
Original Task Order

2026-343 A Resolution of the Town Council of the Town of Erie Adopting Modifications to the Rules and Regulations Governing the Erie Cemetery

Attachments: Resolution 26-098
Mount Pleasant Cemetery- Redlined Rules and Regulations
Mount Pleasant Cemetery- Final Rules and Regulations

Council Member Mortellaro made a motion to approve the Consent Agenda. Mayor Pro Tem Bell seconded the motion. The motion passed by the following vote at 7:30 p.m.

Ayes 6 - Mayor Moore
Mayor Pro Tem Bell
Council Member Pesaramelli
Council Member Baer
Council Member Mortellaro
Council Member Hoback

Absent 1 - Council Member O'Connor

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

Mayor Moore read the Public Comment rules at 7:31 p.m.

With no speakers in person or online virtually, Mayor Moore closed Public Comment at 7:31 p.m.

VI. General Business

2026-327 2026 Pride Month Proclamation, Sponsored by Council Members Emily Baer and Brian O'Connor and Mayor Moore

Attachments: Proclamation

Mayor Moore read the PRIDE proclamation at 7:32 p.m.

2026-345 A Presentation on e-Bike Education and Enforcement

Attachments: Presentation

Lee Mathis, Police Chief, presented the item at 7:36 p.m.

2026-330 Erie Youth for Change Annual Presentation

Attachments: Brochure

Savannah Shifrin, Recreation Coordinator, presented the item at 8:00 p.m.

Erie Youth for Change members presented a video they created detailing some of the programs they've worked on this last year.

2026-346 An Ordinance of the Town Council of the Town of Erie Consolidating all Provisions of the Erie Municipal Code Related to Penalties and Enforcement for Code Violations

Attachments: Ordinance 023-2026

PC Resolution No P26-08

Breena Meng, Town Attorney, presented the item at 8:17 p.m.

Mayor Pro Tem Bell made a motion to approve Ordinance 023-2026. Council Member Mortellaro seconded the motion. The motion passed by the following vote at 8:19 p.m.

Ayes 6 - Mayor Moore
Mayor Pro Tem Bell
Council Member Pesaramelli
Council Member Baer
Council Member Mortellaro
Council Member Hoback

Absent 1 - Council Member O'Connor

2026-338 Water Allocation Policy and Implementation Items

1) An Ordinance of the Town Council of the Town of Erie Amending Chapter 1 of Title 8 of the Erie Municipal Code to Amend the Water Dedication and Fee in Lieu of Water Dedication Requirements;

2) A Resolution of the Town Council of the Town of Erie Approving and Adopting the Town of Erie Water Allocation Policy;

3) A Resolution of the of the Town Council of Erie Adopting the Town's Fee Schedule; and

4) An Ordinance of the Town Council of the Town of Erie Amending Section 9-1-2 of Chapter 1 of Title 9 of the Erie Municipal Code to Revise the Local Amendments Related to Permitting in the International Residential Code

Attachments: Ordinance No. 024-26; Amending Title 8 Chapter 1
Resolution 26-103; Approving Water Allocation Policy
Resolution 26-104; Fee Schedule
Ordinance No. 025-26; Amending Title 9 Chapter 1
Water Allocation Policy_052626
Water Supply Overview_052626
Development Overview_052626
Presentation-Water Allocation Policy_052626
Published Notice
2026 Fee Schedule 1.20.2026 Revised 5.21
2026 Fee Schedule 1.20.2026 Redlined 5.21
Water Dedication Fee Comparison

Sarah Nurmela, Planning & Development Director, and Todd Fessenden, Utilities Director, presented the item at 8:20 p.m.

Mayor Pro Tem Bell made a motion to approve Ordinance 024-2026. Council Member Mortellaro seconded the motion. The motion passed by the following vote at 9:09 p.m.

Ayes 6 - Mayor Moore
Mayor Pro Tem Bell
Council Member Pesaramelli
Council Member Baer
Council Member Mortellaro
Council Member Hoback

Absent 1 - Council Member O'Connor

Council Member Mortellaro made a motion to approve Ordinance 025-2026. Mayor Pro Tem Bell seconded the motion. The motion passed by the following vote at 9:09 p.m.

Ayes 6 - Mayor Moore
Mayor Pro Tem Bell
Council Member Pesaramelli
Council Member Baer
Council Member Mortellaro
Council Member Hoback

Absent 1 - Council Member O'Connor

Council Member Mortellaro made a motion to approve Resolution 26-103 Mayor Pro Tem Bell seconded the motion. The motion passed by the following vote at 9:09 p.m.

Ayes 6 - Mayor Moore
Mayor Pro Tem Bell
Council Member Pesaramelli
Council Member Baer
Council Member Mortellaro
Council Member Hoback

Absent 1 - Council Member O'Connor

Council Member Mortellaro made a motion to approve Resolution 26-104. Mayor Pro Tem Bell seconded the motion. The motion passed by the following vote at 9:10 p.m.

Ayes 6 - Mayor Moore
Mayor Pro Tem Bell
Council Member Pesaramelli
Council Member Baer
Council Member Mortellaro
Council Member Hoback

Absent 1 - Council Member O'Connor

2026-259 A Resolution of the Town Council of the Town of Erie Approving the Twenty-Second Interim Agreement between the Northern Colorado Water Conservancy District, through its Northern Integrated Supply Project Water Activity Enterprise, and the Town of Erie, Acting by and Through its Erie Water Activity Enterprise

Attachments: Resolution 26-099
Agreement
Presentation

Brad Wind, Northern Water, gave some remarks.

Todd Fessenden, Utilities Director, Sara Hancock, Finance Director, Pete Johnson, Water Counsel, and Andrea Kehrl, Water Counsel presented the item at 9:19 p.m.

Council Member Hoback made a motion to approve Resolution 26-099. Council Member Baer seconded the motion. The motion passed by the following vote at 10:31 p.m.

Ayes 4 - Mayor Pro Tem Bell
Council Member Pesaramelli
Council Member Baer
Council Member Hoback

Nayes 2 - Mayor Moore
Council Member Mortellaro

Absent 1 - Council Member O'Connor

VII. Council Member Reports and Announcements

Council Members spoke about the lodging tax survey on the Town's website; Meals on Wheels; Memorial Day; the PRIDE proclamation; Juneteenth; the Town Fair; and the June 2nd study session for DRACO discussion.

VIII. Town Manager Report

Meredyth Muth, Interim Town Manager, had nothing to share.

IX. Town Attorney Report

Breena Meng, Town Attorney, had nothing to share.

X. Adjournment

Mayor Moore adjourned the meeting at 10:39 p.m.

Approved _____
Mayor

Attest _____
Town Clerk

Town Council

Board Meeting Date: 6/23/2026

File #: 2026-405, **Version:** 1

SUBJECT:
Proclamation of Park and Recreation Month; Sponsors Mayor Pro Tem Brandon Bell and Council Member Brian O'Connor

DEPARTMENT: Parks & Recreation

PRESENTER(S): Luke Bolinger, Director of Parks & Recreations
Mayor Pro Tem Brandon Bell, Sponsor
Council Member Brian O'Connor, Sponsor

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

FISCAL SUMMARY:
N/A

POLICY ISSUES:
Town Council may approve Proclamations for issues and causes they support.

STAFF RECOMMENDATION:
Approve the Proclamation.

SUMMARY/KEY POINTS

- Since 1985, people in the United States have celebrated Park and Recreation Month in July to promote building strong, vibrant, and resilient communities through the power of parks and recreation.
- This celebration also recognizes the more than 160,000 full-time park and recreation professionals - along with hundreds of thousands of part-time and seasonal workers and volunteers - who maintain our country's local, state, and community parks.

BACKGROUND OF SUBJECT MATTER:
This year's theme of Park and Recreation Month highlights "The Power Of…" - the power of parks and recreation, play, nature, community, belonging, well-being, and the people who make these experiences possible. Throughout Park and Recreation Month, Erie Parks & Recreation celebrates the ways parks and recreation reveals the power of what connects us:

- **The Power of Connection:** Parks and recreation provides spaces where relationships grow, cultures meet, and communities bond. More than 227 million adults or a household member in the United States visited a local park or recreation facility at least once between August 2024 and September 2025.
- **The Power of Play:** From playgrounds to programs to youth sports, play fuels creativity, joy and lifelong learning. Through sports, children build confidence, connection, and character - skills that carry them from the playground to the classroom and beyond.
- **The Power of Community:** Public spaces offer room for everyone to gather, celebrate, and heal. Roughly 3 in 5 U.S. residents (63%) say proximity to park and recreation facilities is highly important when choosing a place to live.
- **The Power of Nature:** Access to nature restores, inspires, and improves quality of life. 86% of U.S. adults have had a healthcare provider recommend non-medication methods for improving physical and/or mental health. Parents, Gen Zers, and Millennials are most likely to have healthcare providers recommend park and recreation-related activities like spending time in nature or engaging in creative activities.
- **The Power of Belonging:** Welcoming parks and programs provide spaces where everyone feels valued. 95% of agencies say that promoting social connection and addressing social isolation are top benefits of their older adult programming.
- **The Power of Well-Being:** Parks and recreation advances health, resilience, and shared community benefits. 93% of U.S. adults agree that both older adults and children can benefit from spending time together in organized programs like those offered by many park and recreation agencies.

ATTACHMENT(S):

1. Proclamation

Park and Recreation Month Proclamation

Whereas, parks and recreation programs are an integral part of communities throughout this country, including the Town of Erie; and

Whereas, parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and

Whereas, parks and recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimer's; and

Whereas, parks and recreation encourages physical activities by providing space for popular sports, hiking trails, swimming pools, and many other activities designed to promote active lifestyles; and

Whereas, parks and recreation is a leading provider of healthy meals, nutrition services, and education; and

Whereas, park and recreation programming and education activities, such as out-of-school time programming, youth sports and environmental education, are critical to childhood development; and

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

Whereas, parks and recreation is fundamental to the environmental well-being of our community; and

Whereas, parks and recreation is essential and adaptable infrastructure that makes our communities resilient in the face of natural disasters and climate change; and

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

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

Whereas, the Town of Erie recognizes the benefits derived from parks and recreation.

Now, therefore, the Town Council of the Town of Erie does hereby proclaim July 1-31, 2026 to be Park and Recreation Month in the Town of Erie.

Dated this 23rd day of June, 2026

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

Town Council

Board Meeting Date: 6/23/2026

File #: 2026-223, **Version:** 1

SUBJECT:
A Resolution of the Town Council of the Town of Erie Approving an Agreement for Services with Western Plains Construction for Asphalt Maintenance Services

DEPARTMENT: Public Works

PRESENTER(S): David Pasic, Public Works Director

TIME ESTIMATE: 0 minutes A Resolution of the Town Council of the Town of Erie Approving a General Services Agreement with Western Plains Construction for Asphalt Maintenance Serv

FISCAL SUMMARY:

Cost as Recommended:	$300,000
Balance Available:	$854,105
Fund	General Fund
Line Item Number:	100-70-425-523000
New Appropriation Required:	No

POLICY ISSUES:
The Town Council must approve purchased of this amount according to the Town's Purchasing Policy.

STAFF RECOMMENDATION:
Approve the Resolution

SUMMARY/KEY POINTS

- This is a new General Services Agreement requiring Council approval.
- This agreement has the option to renew for up to four additional years.

BACKGROUND OF SUBJECT MATTER:
The 2026 Operating Budget includes funds for annual asphalt maintenance services. These contracts are competitively or state-bid and awarded. The purpose of this type of contract is to have a company complete asphalt repairs in various areas throughout the Town on an as-needed basis as funds allow.

Each contract allows for a renewal option for up to four consecutive years following the initial award (a total of five years). This is the first year of this contract agreement. Specific work will be determined by the Streets Division. Delaying this service would result in additional deterioration and additional, even higher, future costs.

ATTACHMENT(S):

1. Resolution
2. Agreement

Town of Erie
Resolution No. 26-118

A Resolution of the Town Council of the Town of Erie Approving an Agreement for Services with Western Plains Construction for Asphalt Maintenance Services

Whereas, the Town requires the services of Western Plains Construction for asphalt maintenance services.

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

Section 1. The Agreement for Services with Western Plains Construction is hereby approved in substantially the form attached hereto, subject to approval of the Town Attorney. Upon such approval, the Mayor is authorized to execute the Agreement on behalf of the Town.

Adopted this 23rd day of June, 2026.

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

Docusign Envelope ID: 0255B7E3-4A09-826B-81F4-E6A8B58D91FE

Agreement for Services
(2026 Asphalt Repair Services (N26-077))

This Agreement for Services (the "Agreement") is made and entered into this _____ day of _____, 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 Western Plains Construction, an independent contractor with a principal place of business at 8134 Conifer Road, Denver, CO 80221 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, the Town requires services; and

Whereas, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required 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. Contractor 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 Contractor proceeds without such written authorization, Contractor 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, Termination, and Renewal

A. This Agreement shall commence on the Effective Date and shall continue through December 31, 2026, unless sooner terminated as provided herein.

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

C. Commencing on January 1, 2027, this Agreement shall automatically renew for 4 additional 12-month terms, unless prior to December 1 of any given year, either

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Party provides notice that the Agreement will be terminated as of December 31 of that year. Contractor shall provide the Town with the proposed increase for the following year on or before November 1 of each year.

III. Compensation

In consideration for the work performed by Contractor under the Scope of Services, the Town shall pay Contractor as set forth in **Exhibit B**, attached hereto and incorporated herein by this reference. For each renewal term, the compensation may not increase by more than 2% or the amount of inflation reported in the Denver-Boulder-Greeley Consumer Price Index, All Items, whichever is greater.

IV. Responsibility

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein. The work performed by Contractor shall be in accordance with generally accepted level of competency presently maintained by others in the same or similar type of work in the applicable community.

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. Contractor 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.

V. Ownership

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display,

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reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor; provided that Contractor shall have no liability for any work that has been modified by the Town.

VI. Independent Contractor

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

VII. Insurance

A. Contractor 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 Contractor pursuant to this Agreement. At a minimum, Contractor 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.

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 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 Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor 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.

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VIII. Indemnification

Contractor 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 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 Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

IX. 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 the Town 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

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Agreement, 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 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.

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

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Contractor

By: DocuSigned by: 5163F0E4DEF94F8...

Jesus Gutierrez,

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

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Exhibit A
Scope of Services

Contractor's Duties

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

- Contractor shall perform asphalt repair and replacement as identified by the Public Works Department. Repairs will include general removal and replacement of damaged asphalt infrastructure, including, but not limited to, full depth, infrared, overlay patching, and other projects as needed or necessary at various locations throughout the Town.

- The Town will provide Contractor with a written list of the locations and types of repairs that are required. Contractor must complete the repair services within the timeframe directed by the Town.

- Contractor may be required to provide emergency repairs, as needed. All work considered an "emergency repair" shall be completed within an agreed upon time period of notification.

Additional Terms and Conditions

General

1.1. Project Manager. The Project Manager is Connor Conilogue, Pavement and Traffic Coordinator.

1.2. Work Hours. Contractor shall maintain hours of operation from 8:00 a.m. till 5:00 p.m. Monday through Friday. Should the Contractor desire to work on Saturdays, Sundays, legal holidays, or at night between the hours of 5:00 p.m. and 8:00 a.m., the Contractor shall submit a written request to the Project Manager at least twenty-four hours in advance. If approval is given by Project Manager to Contractor for authorized overtime work, Project Manager's and Project Manager's authorized personnel will charge overtime and other incidental administrative expenses necessary for performing inspections on Saturdays, Sundays, legal holidays, or at night between the hours of 5:00 p.m. and 8:00 a.m., the Contractor will be responsible to pay for all such rates and charges, and shall not be granted a contract price increase for such charges.

1.3. Work Standards. All work to be completed to the Town of Erie Standards and Specifications for the Design and Construction of Public

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Improvements. All standards and details are available for download from the Town's website at www.erieco.gov.

1.4. Lane Restrictions. Contractor shall only be allowed to restrict lane usage between the hours of 8:00 a.m. till 4:00 p.m. Monday through Friday. A minimum of one lane with flaggers must be provided during the restricted lane usage. Should the contractor desire to restrict lane usage on Saturdays, Sundays, legal holidays, or at night between the hours of 4:00 p.m. and 8:00 a.m. on week days, the Contractor shall obtain approval from the Project Manager prior to any lane restrictions requiring traffic control devices and/or flagger(s).

Coordination With the Public

1.5. Advance Notice. Contractor shall give at least 72 hours' notice to all affected residents or business owners within the limits of the project prior to beginning the work. The Town shall supply the Contractor with an address location map, for Contractor's use in performing notifications. The notification will include the anticipated start date and anticipated finish date. Notice may be given by use of door hangers.

1.6. Controls of Work. Contractor will enter a work area with the minimum of disruption to the local residents and public. The Contractor will identify locations for crew parking, equipment storage site at the end of work hours, material storage locations, and advance traffic control.

1.7. Contractor's Conduct. The Town of Erie, for the benefit of its citizens, is contracting the work. The conduct of the Contractor and the Contractor's dealings with the public are of importance to the Town. The Contractor and the Contractor's employees, and employees of the Contractor's suppliers, agents, and Subcontractors shall at all times treat local residents and the public with respect and courtesy. The Contractor shall conduct all work in such a manner as to cause the least inconvenience to local residents and the public.

The Town of Erie Project Manager will demand dismissal of workers, but not limited to, the following:

a. Being discourteous or disrespectful to local residents or the public.
b. Abuse or taunting of pets.
c. Disposing of rubbish in locations other than approved receptacles.
d. Use of vulgar, abusive, or harassing language or gestures.
e. Use or possession of alcoholic beverages or drugs other than over-the-counter and prescription drugs.
f. Elimination of body waste in locations other than approved sanitation facilities.

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g. Damage or defacement of private property outside of street right-of-way and not necessary for the completion of the Work.
h. Trespassing on private property.
i. Use of water from private residences without permission from the resident.

Repair Phase

1.8. Work Standards. All work to be completed to the Town of Erie Standards and Specifications for the Design and Construction of Public Improvements. All standards and details are available for download from the Town's website at www.erieco.gov.

1.9. Asphalt Mix and Testing. Contractor shall complete all requirements per Section 500 of the Town of Erie Standards & Specifications with specific reference, but not limited to, Section 544.00 and 573.00. Contractor testing may be required if warranted depending on the size and depth.

1.10. Traffic Control. Contractor will be responsible for adequate traffic control and signage in work areas at all times. A traffic control plan will be submitted to the Project Manager for approval prior to commencement of work.

1.11. Utility Information. Before beginning work at any location, the Contractor shall be responsible for notifying all affected utility companies. The Contractor shall, ahead of excavation, locate all underground utilities and structures so that they will not be damaged by their operations. The Contractor shall be fully responsible for any and all damages caused by their failure to accurately locate and preserve any and all underground utility lines and structures. The Utility Notification Center of Colorado shall be contacted to schedule area utility locates (811).

1.12. Site Clean Up. The Contractor shall maintain a clean work area at all times and will be responsible for the daily removal of nuisance dust on road surfaces, mud, and construction debris, whether caused directly by the Contractor's construction operation, or that of their subcontractors and/or material suppliers, or indirectly due to the work site conditions in general, from all public streets, private driveways, and parking lots within or adjacent to the project area. At the close of work each day, the Contractor shall scrape and sweep such streets, driveways, and parking lots as necessary to leave them in a cleaned, acceptable condition for traffic. The Contractor will be responsible for any damage due to their maintenance and/or cleaning operations.

1.13. Licenses and Permits. The Contractor must be current or obtain a Town of Erie Contractor's License with the Town of Erie Building Department as well

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as a right-of-way permit from the Public Works Department prior to starting work.

1.14. Milling. Milling and grinding is intended for t-patching. All items are subject to t-patching only and not required to be a full-width mill.

1.15. Liquidated Damages. It is understood that the Contractor has 60 days from the date work is assigned to substantially complete each list of work provided. Because time is of the essence and delayed performance constitutes a compensable inconvenience to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty. For each day Final Completion is delayed, Contractor shall be assessed the following amounts:

Contract Price	**Amount per day**
$0-$50,000	$350
$50,000-$100,000	$380
$100,000-$250,000	$440
$250,000-$500,000	$520
$500,000-$1,000,000	$640
$1,000,000-$2,000,000	$820
$2,000,000-$4,000,000	$1,080
$4,000,000-$8,000,000	$1,450
$8,000,000-$12,000,000	$1,820
$12,000,000 or greater	$2,250

Allowing Contractor to continue and finish the work or any part thereof after the final completion date shall not operate as a waiver on the part of the Town of any of its rights under the Agreement. Any liquidated damages assessed shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the work in the contract time. Liquidated damages may be deducted from any payment due Contractor or the retainage. If the liquidated damages exceed the amount owed to Contractor, Contractor shall reimburse the Town.

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Exhibit B
Compensation

Contractor shall be paid as follows for performance of the services set forth in the Scope of Services. Contractor shall provide itemized invoices detailing the work performed. Such invoices shall be submitted to the Town on a periodic basis.

No	Description	Units	Unit Price
1	Mobilization (per event)	LS	$1,000.00
2	Traffic Control (per event)	LS	$1,200.00
3	Remove & Replace Asphalt Repair 0-4" thick, 0 - 200 SF	SF	$8.00
4	Remove & Replace Asphalt Repair 5-6" thick, 0 - 200 SF	SF	$6.50
5	Remove & Replace Asphalt Repair 7-8" thick, 0 - 200 SF	SF	$9.50
6	Remove & Replace Asphalt Repair 9-12" thick, 0 - 200 SF	SF	$14.50
7	Remove & Replace Asphalt Repair 0-4" thick, 201 - 500 SF	SF	$6.50
8	Remove & Replace Asphalt Repair 5-6" thick, 201 - 500 SF	SF	$6.00
9	Remove & Replace Asphalt Repair 7-8" thick, 201 - 500 SF	SF	$8.50
10	Remove & Replace Asphalt Repair 9-12" thick, 201 - 500 SF	SF	$13.00
11	Remove & Replace Asphalt Repair 0-4" thick, over 500 SF	SF	$6.50
12	Remove & Replace Asphalt Repair 5-6" thick, over 500 SF	SF	$6.00
13	Remove & Replace Asphalt Repair 7-8" thick, over 500 SF	SF	$8.00
14	Remove & Replace Asphalt Repair 9-12" thick, over 500 SF	SF	$10.50
15	Remove & Replace Subgrade Over Excavation	SY	$50.00
16	Infrared Patching	SF	$10.00
17	Overlay Patching	SF	$4.50
18	Saw cutting	LF	$2.50
19	Milling / Grinding	LF	$20.00
	GRAND TOTAL		
	R&R = Remove and Replace		

The total annual compensation under this Agreement for 2026 shall not exceed $300,000.

Certificate Of Completion

Envelope Id: 0255B7E3-4A09-826B-81F4-E6A8B58D91FE
Status: Completed
Subject: Complete with Docusign: Agreement for Services - 2026 Asphalt Patching.pdf
Source Envelope:
Document Pages: 11
Signatures: 1
Certificate Pages: 4
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Kris McDaniel
645 Holbrook Street
P.O. Box 750
Erie, CO 80516
krismc@erieco.gov
IP Address: 50.206.104.130

Record Tracking

Status: Original
6/12/2026 3:29:15 PM
Holder: Kris McDaniel
krismc@erieco.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Jesus Gutierrez Miranda jesusgutierrez@westernplains.net Member Security Level: Email, Account Authentication (None)	DocuSigned by: 5163F0E4BEF94F8... Signature Adoption: Drawn on Device Using IP Address: 174.208.230.25 Signed using mobile	Sent: 6/12/2026 3:30:46 PM Viewed: 6/12/2026 5:32:20 PM Signed: 6/12/2026 5:32:40 PM
Electronic Record and Signature Disclosure: Accepted: 6/12/2026 5:32:20 PM ID: 55749067-8705-49a8-a276-467dcd2bb5e0		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/12/2026 3:30:47 PM
Certified Delivered	Security Checked	6/12/2026 5:32:20 PM
Signing Complete	Security Checked	6/12/2026 5:32:40 PM
Completed	Security Checked	6/12/2026 5:32:40 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Town of Erie (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Town of Erie:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: docusign@erieco.gov

To advise Town of Erie of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@erieco.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Town of Erie

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to townclerk@erieco.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Town of Erie

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to docusign@erieco.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Town of Erie as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Town of Erie during the course of your relationship with Town of Erie.

Town Council

Board Meeting Date: 6/23/2026

File #: 2026-364, **Version:** 1

SUBJECT:
A Resolution of the Town Council of the Town of Erie Approving a First Amendment to the Construction Contract with Goodland Construction, Inc. for the Downtown Infrastructure Improvements

DEPARTMENT: Public Works

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

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

FISCAL SUMMARY:

Cost as Recommended:	$23,792.50
Balance Available:	$214,987.50
Fund	Urban Renewal Authority
Line Item Number:	800-90-872-605000-100419
New Appropriation Required:	No

POLICY ISSUES:
The Town Council must approve amendments for contracts of this amount per the Purchasing Policy.

STAFF RECOMMENDATION:
Approve the Resolution approving the First Amendment to Construction Contract with Goodland Construction, Inc. to complete the project.

SUMMARY/KEY POINTS

- This First Amendment is required to cover the cost for actual quantities installed during construction.

BACKGROUND OF SUBJECT MATTER:
On Aug. 27, 2024, the Town Council approved Resolution 24-118 for a construction agreement between the Town and Goodland Construction, Inc. for the Downtown Infrastructure Improvement Project.

This project provided improvements to the Downtown section of Erie.

With the completion of the project, it was discovered that there was an error in the quantities and the project contingency of $92,796 was not adequate to cover the additional cost. The Contractor has completed the project and needs to be compensated for the work they did.

The project contingency was requested in the August 27, 2024 Town Council Memo, however the contingency was not included in the agreement, but was included in the approved Purchase Order for the project. This agreement includes both the additional $23,792.50 funds needed for the project and the original $92,796 contingency.

The URA will need to also approve the additional funds. This is scheduled for the June 23, 2026 URA Meeting.

ATTACHMENT(S):

1. Resolution
2. First Amendment

Amendment to Construction Contract
(Downtown Infrastructure Improvements, P24-802a)

This First Amendment to Construction Contract (the "Amendment") is made and entered into this ____ day of _____, 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"), Goodland Construction, Inc. a Colorado corporation with a principal place of business at 760 Nile Street, Golden, CO 80401 ("Contractor"), each a "Party" and collectively the "Parties."

Whereas, on August 27, 2024, the Parties entered into a Construction Contract for the Contractor to downtown infrastructure improvements (the "Agreement"); 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. Section 4 of the Agreement, entitled "Contract Price," is hereby deleted in its entirety and replaced as follows:

> "4. Contract Price. The Town agrees to pay Contractor, subject to all of the terms and conditions of the Contract Documents, for the Work, an amount not to exceed $2,423,489.50."

2. Except as expressly modified herein, the Agreement shall remain in full force and effect.

[signature page to follow]

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

Town of Erie, Colorado

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

Contractor

Goodland Construction, Inc.,
a Colorado corporation

_____
Name: Stacy Silvas
Title: Project Manager

Town of Erie
Resolution No. 26-105

A Resolution of the Town Council of the Town of Erie Approving a First Amendment to the Construction Contract with Goodland Construction, Inc. for the Downtown Infrastructure Improvements

Whereas, on August 27, 2024, the Town of Erie ("Town") and Goodland Construction, Inc. ("Contractor") entered into a Construction Contract for the Downtown Infrastructure Improvements ("Contract");

Whereas, the Town and Contractor desire to amend the Contract.

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

Section 1. The First Amendment to the Construction Contract ("First Amendment") with Goodland 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 First Amendment on behalf of the Town.

Adopted this 23rd day of June, 2026.

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

Town Council

Board Meeting Date: 6/23/2026

File #: 2026-367, **Version:** 1

SUBJECT:
An Ordinance of the Town Council of the Town of Erie Amending Sections 9-1-2 and 9-1-4 of Chapter 1 of Title 9 of the Erie Municipal Code to Correct and Update Internal Cross-References

DEPARTMENT: Planning & Development

PRESENTER(S): Joel Champagne, Chief Building Official

TIME ESTIMATE: 0 minutes

POLICY ISSUES:
On April 28, 2026, the Town Council adopted the 2024 International Energy Conservation Code (IECC) with local amendments, which became effective on May 24, 2026. Following adoption, staff identified several minor administrative errors within the ordinance, including incorrect code references, code sections that were not arranged in the intended numerical order, and other non-substantive editorial corrections.

STAFF RECOMMENDATION:
Staff recommends approval of the ordinance to ensure the Town's adopted code accurately reflects Council's original intent and provides clear direction for code administration and enforcement.

SUMMARY/KEY POINTS
The proposed ordinance amends the previously adopted ordinance to correct these clerical and formatting issues. The revisions are administrative in nature and are intended to improve clarity, organization, and accuracy of the adopted code provisions. The proposed corrections do not alter the policy direction established by Town Council, create new requirements, modify existing technical standards, or change the substantive effect of the adopted energy code or local amendments.

ATTACHMENT(S):
1. Ordinance

Town of Erie
Ordinance No. 026-2026

An Ordinance of the Town Council of the Town of Erie Amending Sections 9-1-2 and 9-1-4 of Chapter 1 of Title 9 of the Erie Municipal Code to Correct and Update Internal Cross-References

Whereas, on April 14, 2026, the Town Council adopted the 2024 International Energy Conservation Code ("IECC") pursuant to Ordinance No. 012-2026; and

Whereas, after adoption of the IECC, it was determined that certain cross-references within the IECC and references to the IECC in the International Residential Code needed to be corrected or updated.

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

Section 1. Section 9-1-2.B.30. of the Erie Municipal Code is hereby amended as follows:

30. Part IV - Energy Conservation is deleted in its entirety, provided that the Residential Provisions of the ~~2021~~ 2024 International Energy Conservation Code (IECC) shall apply.

Section 2. Section 9-1-4.B. of the Erie Municipal Code is hereby amended as follows:

B. *Amendments*: The IECC is amended as follows:

* * *

3. A new Section C111 is added as follows:

* * *

C111.1.1 Buildings Impacted by a Natural Disaster. The Town may authorize a waiver from the requirements of Appendix CB, Appendix CK, or both, where, owing to a declared natural disaster that has destroyed buildings or resulted in other exceptional and extraordinary circumstances as determined by the Town, and the Town determines enforcement of the provisions of Appendix CB or Appendix CK will result in unnecessary hardship.

C111.1.2 Substantial Cost Differential Waiver. The Town may authorize a waiver from the requirements of Appendix CB, Appendix CK, or both, for an applicant with a commercial building with a gross floor area greater than 10,000 square feet (929 m2) who asserts that compliance with Appendix CB or Appendix CK will result in a substantial cost differential. The Town may waive requirements of Appendix CB or Appendix CK only until the cost differential for compliance with the remaining requirements reaches 1% or less. The burden of proof is upon the applicant to provide substantiation of a cost differential, such as quotes or other licensed design professional analyses as approved by the Town. For purposes of this subsection, "substantial cost differential" means costs incurred as a result of compliance with the requirements of Appendix CB or Appendix CK, respectively, would exceed 1% of the total mechanical, electrical, and plumbing construction costs inclusive of materials and labor.

* * *

6. Section ~~C402.6.1.2.1~~ C402.6.1.2.(1) is amended as follows: "1. The air barrier shall be continuous for all assemblies that comprise the building thermal envelope and across the joints and assemblies."

* * *

11. Section 405.13 is amended to read as follows: "C405.13 Energy monitoring. New buildings with a gross conditioned floor area of 25,000 square feet (2,323.6 m2) or more shall be equipped to measure, monitor, record, and report energy consumption in accordance with Sections C405.13.1-C405.13.6 for load categories indicated in Table C405.13.2 and Sections C405.13.7-C405.13.11 for end-use categories indicated in Table C405.13.8. Exceptions:

1. Dwelling Units in R-2 occupancies.

2. Individual tenant spaces need not comply with this Section if the space has its own utility services and meters and has less than 5,000 Square feet (464.5 m2) of conditioned floor area.

~~11~~ 12. Table C405.13.2 is amended to add a new line at the end of the table as follows:

EV charging	EV charging loads

~~12. Section 405.13 is amended to read as follows: "C405.13 Energy monitoring. New buildings with a gross conditioned floor area of 25,000 square feet (2,323.6 m2) or more shall be equipped to measure, monitor, record, and report energy consumption in accordance with Sections C405.13.1-C405.13.6 for load categories indicated in Table C405.13.2 and Sections C405.13.7-C405.13.11 for end-use categories indicated in Table C405.13.8. Exceptions:~~

~~1. Dwelling Units in R-2 occupancies.~~

~~2. Individual tenant spaces need not comply with this Section if the space has its own utility services and meters and has less than 5,000 Square feet (464.5 m2) of conditioned floor area.~~

* * *

14. Section C406 is amended by adding Subsection C406.4 to read as follows:

* * *

C406.4.3.1 Combustion equipment. Combustion equipment shall have all of the following:

* * *

2. An electric receptacle or junction box meeting the requirements of Section ~~C406.4.2.4~~ C406.4.3.5 and connected to the electrical panel through the branch circuit, with reasonable access to the combustion equipment or dedicated physical space for future electric equipment with no obstructions other than the current combustion equipment

* * *

Section 3. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Town Council hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that

any one, or part, or parts be declared unconstitutional or invalid.

Section 4. Safety. The Town Council finds that the adoption of this Ordinance is necessary for the protection of the public health, safety and welfare.

Section 5. Effective Date. This Ordinance shall take effect 10 days after publication following adoption.

EXPLANATORY NOTE:
~~STRIKETHROUGHS~~ INDICATE MATERIAL DELETED FROM EXISTING LAW;
UNDERLINES INDICATE MATERIAL ADDED TO EXISTING LAW;
ASTERISKS * * * INDICATE MATERIAL UNCHANGED BY THIS ORDINANCE.

Introduced, Read, Passed, and Ordered Published this 23rd day of June, 2026.

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

Town Council

Board Meeting Date: 6/23/2026

File #: 2026-369, **Version:** 1

SUBJECT:
A Resolution of the Town Council of the Town of Erie Approving an Amendment to Construction Contract with Geo-Solutions for the Erie Lake Dam Seepage Rehabilitation

DEPARTMENT: Utilities

PRESENTER(S): Bruce Chameroy, Water and Wastewater Division Manager
Weston Ring, Utilities Project Manager

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

FISCAL SUMMARY:

Cost as Recommended:	$871,547.70
Balance Available:	$1,241,259.04
Fund	Water Fund
Line Item Number:	500-75-110-605000-257502
New Appropriation Required:	No

POLICY ISSUES:
Town Council must approve amendments to previously approved contracts in accordance with the Town's Purchasing Policy.

STAFF RECOMMENDATION:
Approve the resolution.

SUMMARY/KEY POINTS

- The changes are needed due to changes in site condition and discoveries made during construction.

BACKGROUND OF SUBJECT MATTER:
The Colorado Dam Safety Office of the State Engineer (SEO) performed the annual inspection for Erie Lake Dam on September 26, 2022 and observed pooling water at the downstream toe of the dam, located along the southwest portion of the embankment. SEO instructed Town staff to institute a daily monitoring plan and to update data on a shared file with photographs and measurements. On

September 27, 2022, the Utilities staff cleared vegetation from the wet area and identified the active source of seepage. The Town's Utilities department contacted HDR for support on evaluating the seepage issue. HDR was contracted to perform a data/records review of pertinent available documentation, perform an onsite dam examination, and deliver a technical memo of findings and recommendations.

On February 24 2026, the Town contracted with Geo-Solutions for construction of the repairs. Construction is currently underway. During construction, Geo-Solutions has encountered conditions that differ from original assumptions. Additionally, it was discovered that the lake's outlet works needed to be repaired and improvements made. These changes have resulted in Work Change Directives 1, 2, & 3, which are summarized in Change Order No. 1. The changes have been reviewed by the State Engineer's Office and our engineer of record, HDR Engineering and are deemed necessary and appropriate.

ATTACHMENT(S):

1. Resolution
2. Amendment
3. WCD 001 - Increase Rip Rap on Dam ($311,776)
4. WCD 002 - Increase Dam Height ($338,371)
5. WCD 003 - Clay Liner Repairs ($42,052.50)
6. CO No. 1 - Includes additional materials required ($179,348.20)

Town of Erie
Resolution No. 26-106

A Resolution of the Town Council of the Town of Erie Approving an Amendment to Construction Contract with Geo-Solutions for the Erie Lake Dam Seepage Rehabilitation

Whereas, on February 24, 2026, the Town and Geo-Solutions entered into a Construction Contract for the Erie Lake Dam Seepage Rehabilitation Project.

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

Section 1. The First Amendment to the Construction Contract with Geo-Solutions is hereby approved in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the First Amendment on behalf of the Town.

Adopted this 23rd day of June, 2026.

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

Docusign Envelope ID: B06A8B8A-22B0-82DD-80AE-D931797C3CE1

Amendment to Construction Contract
(Erie Lake Dam Seepage Rehabilitation – P22-291)

This Amendment to Construction Contract (the "Amendment") is made and entered into this ____ day of _____, 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 Geo-Solutions, an independent contractor with a principal place of business at 1458 Greensburg Road, New Kensington, PA 15068 ("Contractor"), each a "Party" and collectively the "Parties."

Whereas, on February 24, 2026, the Parties entered into a Construction Contract (the "Contract"); and

Whereas, the Parties wish to amend the Contract 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. Section 5, entitled "**Contract Price**," is hereby deleted in its entirety and replaced with the following:

> "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 Scheduled and the Unit-Price Bid Form for the actual quality of the Work placed and accepted by the Town, as determined by the Project Manager, in an amount not to exceed $2,733,568.70. The Town shall be entitled to keep all savings resulting from the difference in total sums finally paid to Contractor and the Contract Price."

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

3. The Parties intend that the Contract and this Amendment be governed by the Uniform Electronic Transactions Act, C.R.S. § 24-71.3-101, *et seq*.

4. This Amendment shall not be effective or binding on the Town until approved and fully by all signatories of the Town of Erie and, if required by the Charter, approved by the Town Council.

[signature page to follow]

Docusign Envelope ID: B06A8B8A-22B0-82DD-80AE-D931797C3CE1

In Witness Whereof, the Parties have executed this Amendment to Construction Contract as of the Effective Date.

Town of Erie, Colorado

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

Contractor

Geo-Solutions

DocuSigned by:
Rob Winters
232DC42E2BB94B9...

_____
Name: Rob Winters
Title: VP Risk

Certificate Of Completion

Envelope Id: B06A8B8A-22B0-82DD-80AE-D931797C3CE1
Status: Completed
Subject: Complete with Docusign: 260604 Construction Cont Amend Geo-Solutions.docx
Source Envelope:
Document Pages: 2
Signatures: 1
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Lyndsy Willette
645 Holbrook Street
P.O. Box 750
Erie, CO 80516
lwillette@erieco.gov
IP Address: 50.206.104.130

Record Tracking

Status: Original
6/5/2026 9:07:52 AM
Holder: Lyndsy Willette
lwillette@erieco.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Rob Winters RWinters@geo-solutions.com VP Risk Geo-Solutions, Inc. Security Level: Email, Account Authentication (None)	DocuSigned by: Rob Winters 232DC42E2BB94B9... Signature Adoption: Pre-selected Style Using IP Address: 207.42.252.38	Sent: 6/5/2026 9:09:31 AM Viewed: 6/5/2026 9:09:59 AM Signed: 6/5/2026 9:10:05 AM
Electronic Record and Signature Disclosure: Accepted: 6/5/2026 9:09:59 AM ID: f308de13-4536-44cf-95a8-f1d4019b5643		
In Person Signer Events	**Signature**	**Timestamp**
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Weston Ring wring@erieco.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 6/5/2026 9:10:06 AM Viewed: 6/5/2026 9:15:14 AM
Electronic Record and Signature Disclosure: Accepted: 6/3/2026 10:27:35 AM ID: 22cdbd6c-dc96-474c-a202-c924f03fcd4d		
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/5/2026 9:09:31 AM
Certified Delivered	Security Checked	6/5/2026 9:09:59 AM
Signing Complete	Security Checked	6/5/2026 9:10:05 AM
Completed	Security Checked	6/5/2026 9:10:06 AM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Town of Erie (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Town of Erie:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: docusign@erieco.gov

To advise Town of Erie of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@erieco.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Town of Erie

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to townclerk@erieco.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Town of Erie

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to docusign@erieco.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Town of Erie as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Town of Erie during the course of your relationship with Town of Erie.

WORK CHANGE DIRECTIVE NO.: 1

Owner: Town of Erie
Engineer: HDR Engineer, Inc.
Contractor: Geo-Solutions, Inc.
Project: Erie Lake Dam Seepage Rehabilitation
Contract Name: N/A

Date Issued: April 8, 2026

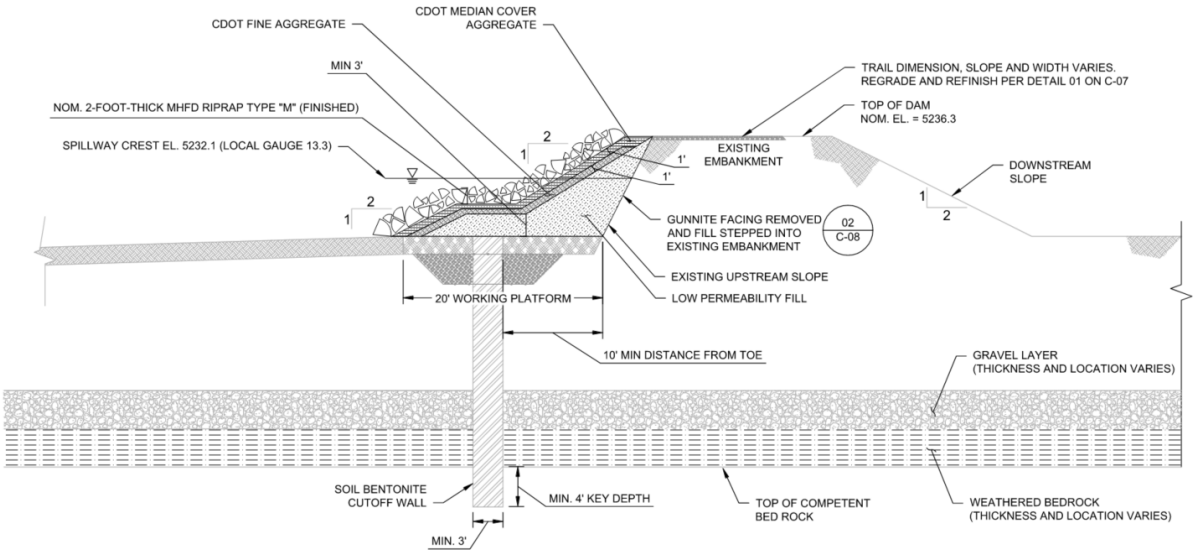
Owner's Project No.: P22-91
Engineer's Project No.: 10405834
Contractor's Project No.: N/A

Effective Date of Work Change Directive: April 13, 2026

Contractor is directed to proceed promptly with the following change(s):

Description:

Contractor to provide cost and construct riprap bedding as shown on Cross-Section D on Sheet C-08 of construction drawings sealed March 25, 2026 and identified in 31 23 00, 2.1.B. and C. (screen captures below). This requires a contract amendment due to Bid Items 8 and 9 changing. Geotextile (Bid Item 8) is no longer included in design so new quantity is 0 cubic yards. Bid Item 9 is now two layers of aggregate that are each 1-foot thick instead of previous riprap bedding being 6-inches thick. Engineer's estimate of quantity is 1,285 cubic yards of each aggregate for a total of 2,570 cubic yards but contractor to perform own estimate. Payment still to be on installed cubic yard basis as described in 01 22 00, 1.5.J.



D C-06 PHASE 2 STA 10+00 TO 17+20 EMBANKMENT TYPICAL CROSS-SECTION
NOT TO SCALE

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2.1 MATERIALS

B. Modified Fine Aggregate
1. Shall meet a modified gradation of "Fine Aggregate" as specified in Table 703-1 and Section 703.00 of the CDOT "Standard Specifications for Road and Bridge Construction" and shown below:

Sieve Size	Size (mm)	**Modified Percent Passing**	CDOT 703.00 (Table 703-1) Percent Passing
3/8"	9.5	**100**	100
No. 4	4.75	**95-100**	95-100
No. 8	2.36	**80-95**	80-100
No. 16	1.18	**55-80**	50-85
No. 30	0.6	**35-55**	25-60
No. 50	0.3	**15-30**	10-30
No. 100	0.15	**2-10**	2-10

C. Modified Median Cover Aggregate
1. Shall meet a modified gradation of "Median Cover Aggregate" as specified in Table 703-15 and Section 703.10 of the CDOT "Standard Specifications for Road and Bridge Construction" and shown below:

Sieve Size	Size (mm)	**Modified Percent Passing**	CDOT 703.10 (Table 703-15) Percent Passing
4 inch	101.6	**100**	
2.5 inch	63.5	**95-100**	100
2 inch	50.8		95-100
No. 4	4.75	**0-15**	0-15

2. The percentage of wear, when tested per AASHTO T96, shall not be more than 70.

Attachments:

None, contract documents presented herein and previously sent to contractor.

Purpose for the Work Change Directive:

Riprap bedding has changed since Issued for Review/Bid drawings sent to contractor in December during procurement phase of project.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

☒ Non-agreement on pricing of proposed change. ☐ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: $ 311,776 increase.

Contract Time: 6 days **[increase]** [decrease] [not yet estimated].

Basis of estimated change in Contract Price: **See tables on Page 3 and 4**

☐ Lump Sum ☒ Unit Price ☐ Cost of the Work ☐ Other

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	Recommended by Engineer	Authorized by Owner
By:	Caleb Stock	Bruce Chameroy
Title:	Design Engineer	Water & Wastewater Division Manager
Date:	April 13, 2026	June 3, 2026

Original Unit Pricing

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Mobilization and Demobilization	LS	1	$ 221,300.00	$ 221,300.00
2	Removal of Trees	EA	3	$ 15,925.00	$ 47,775.00
3a	Removal of Riprap	CY	1,350	$ 59.60	$ 80,460.00
3b	Salvage of Riprap	CY	400	$ 55.60	$ 22,240.00
4	Removal of Gunnite Facing	SFT	5,900	$ 16.00	$ 94,400.00
5a	Low Permeability Fill (Borrow)	CY	4,560	$ 41.10	$ 187,416.00
5b	Low Permeability Fill (Import)	CY	1,000	$ 51.80	$ 51,800.00
6	Soil-Bentonite Cutoff Wall	SFT	61,240	$ 8.60	$ 526,664.00
7	Regrading Embankment Crest	LF	1,900	$ 25.50	$ 48,450.00
8	Geotextile	SY	2,800	$ 25.90	$ 72,520.00
9	Stabilization Material/Filter Material/Bedding Sand	CY	470	$ 253.00	$ 118,910.00
~~10~~	~~12-Inch Riprap~~	~~CY~~	~~1,400~~		
11	Crusher Fines for Unpaved Paths Restoration and Crest Grading	CY	180	$ 97.20	$ 17,496.00
12	Reseeding	Acre	1	$ 24,450.00	$ 24,450.00
10a	Purchase New 12-inch Riprap	CY	1,000	$ 109.30	$ 109,300.00
10b	Install Riprap (New and Salvaged)	CY	1,400	$ 170.60	$ 238,840.00
Total of All Unit Price Bid Items					**$ 1,862,021.00**

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Revised Unit Pricing

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Mobilization and Demobilization	LS	1	$ 221,300.00	$ 221,300.00
2	Removal of Trees	EA	3	$ 15,925.00	$ 47,775.00
3a	Removal of Riprap	CY	1,350	$ 59.60	$ 80,460.00
3b	Salvage of Riprap	CY	400	$ 55.60	$ 22,240.00
4	Removal of Gunnite Facing	SFT	5,900	$ 16.00	$ 94,400.00
5a	Low Permeability Fill (Borrow)	CY	4,560	$ 41.10	$ 187,416.00
5b	Low Permeability Fill (Import)	CY	1,000	$ 51.80	$ 51,800.00
6	Soil-Bentonite Cutoff Wall	SFT	61,240	$ 8.60	$ 526,664.00
7	Regrading Embankment Crest	LF	1,900	$ 25.50	$ 48,450.00
8	**Geotextile**	**SY**	**0**	**$ 0.00**	**$ 0.00**
9a	**Bedding Sand**	**CY**	**1,285**	**$ 171.60**	**$ 220,506.00**
9b	**Bedding Median Cover**	**CY**	**1,285**	**$ 220.00**	**$ 282,700.00**
11	Crusher Fines for Unpaved Paths Restoration and Crest Grading	CY	180	$ 97.20	$ 17,496.00
12	Reseeding	Acre	1	$ 24,450.00	$ 24,450.00
10a	Purchase New 12-inch Riprap	CY	1,000	$ 109.30	$ 109,300.00
10b	Install Riprap (New and Salvaged)	CY	1,400	$ 170.60	$ 238,840.00
Total of All Unit Price Bid Items					**$ 2,173,797.00**

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WORK CHANGE DIRECTIVE NO.: 2

Owner: Town of Erie
Engineer: HDR Engineer, Inc.
Contractor: Geo-Solutions, Inc.
Project: Erie Lake Dam Seepage Rehabilitation
Contract Name: N/A
Date Issued: May 8, 2026

Owner's Project No.: P22-91
Engineer's Project No.: 10405834
Contractor's Project No.: N/A

Effective Date of Work Change Directive: May 8, 2026

Contractor is directed to proceed promptly with the following change(s):

Description:

Contractor to provide cost and schedule impacts, to place Low Permeability Fill and crusher fines to raise the crest of Erie Dam to elevation 5236.9 feet. This will require work to be performed beyond the existing work area. Raising the crest will include continuing the existing slopes upward and will result in a narrower crest. When possible, the final crest width shall not be narrower than 13.4 feet in accordance with CO Dam Safety, Rules and Regulations for Dam Safety and Dam Construction Rule 7.4.2.1.1. Exploration by HDR indicates that the crest of the dam has approximately 1.6 inches of existing crusher fines. Two sections are expected to require construction to maintain Low Permeability Fill below the residual freeboard elevation of 5235.9 (1 foot below crest). See the attached drawings

1) Section 1 – Proposed Design for Existing Grade ≥ 5236.1 feet

2) Section 2 – Proposed Design for Existing Grad < 5236.1 feet.

It is estimated that Section 1 will be constructed over approximately 3,370 feet and Section 2 will be constructed over 800 feet.

Section 1 construction will consist of adding crusher fines from existing grade to the new nominal crest elevation of 5236.9 feet except for the downstream 4 feet as shown in Detail 01 on Sheet C-07 (replicated in attachment). Crusher fines placement will continue into the required 6 inches of crusher fines included as part of raise.

Section 2 construction will require removing the existing crusher fines on the dam crest prior to placing Low Permeability Fill from the borrow area and then the rest of Detail 01 on Sheet C-07.

The crest will not be raised at the location where the concrete boat ramp and concrete walkway located near Dam Stations 44+00/0+00 on the attached drawings (Note: this stationing is different than stationing on the sealed design drawings). Existing concrete and manholes in this vicinity will not be modified. The earthen areas adjacent to the concrete will be raised at a 2H:1V (horizontal to vertical) slope to the proposed crest elevation 5236.9 feet to minimize the width of the low spot.

The crest width varies around the perimeter of Erie Lake. In areas such as the spillway where the crest is relatively wide, the entire width of the crest does not need to be raised. The minimum crest width is required to be 13.4 feet of width and constructed to a minimum elevation of 5236.9 feet and graded to the surrounding area. The existing bench, signs, trash cans, and other features in this area are not to be disturbed. In areas where the crest is narrower than 13.4 feet the Engineer will work with the Contractor to field fit acceptable slopes to construct an acceptable crest width.

Existing manholes and piezometer vaults exist along the dam crest as shown on the attached drawings. Of these structures, piezometer HDR-24-9 will require modification to extend the

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piezometer to the new crest elevation. Other structures are at the required final grade or will require field fit grading of crusher fines to the structure.

Quantities:

This directive requires a contract amendment due to changing of quantities for Bid Items 5a, 7 and 11. New bid items are required for Bid Item 13 for removing existing crusher fines plus Bid Item 14 for the existing piezometer raise.

Contractor to provide an existing conditions survey and as-built survey to support measurement and payment.

As stated in Article 7.07 of M-Special Provisions in the RFP, "When a major item is increased to more than 125% or decreased below 75% of the original quantity stated on the Bid Schedule, the unit Bid price shall be modified by written change order. Payment for major items shall be calculated by multiplying the actual quantity placed by the modified Bid price."

Existing Bid Items (01 22 00 Measurement and Payment methods are unchanged):

Low Permeability Fill (Borrow, Bid Item 5a) will increase an estimated 885 cubic yards based on Engineer's estimate to source and install low permeability fill on the crest.

Bid Item 7 (Regrading Embankment Crest) will now be a quantity of 0 linear feet and replaced by work identified in this Work Change Directive.

Bid Item 11 (Crusher Fines for Unpaved Paths Restoration and Crest Regrading) will increase an estimated 1,520 cubic yards.

New Bid Items:

Bid Item 13 (Removal of Crusher Fines on Crest and dispose of within reservoir or place on embankment crest as directed by Owner) includes removal, hauling, and placement of existing crusher fines from the crest walking path for Section 2 only. Along Section 2 segments the existing crusher fines (average thickness of 1.6 inches) will be stripped and disposed of at a location directed by the Owner within the reservoir.

Measurement for Bid Item 13 to be on a square foot basis with an engineer's estimate of 7,250 square feet. Payment area to be measured by survey provided by Contractor and verified by Engineer.

Item includes, but is not necessarily limited to:

- Measurement of existing crusher fines area within Section 2 segments
- Equipment and labor to strip existing crusher fines
- Hauling and stockpiling of crusher fines
- Final placement location within reservoir determined by Owner

Bid Item 14 (Raise of Existing Piezometer) requires raising an existing piezometer to nominal elevation 5236.9 feet to avoid a relatively significant depression in the crest.

Measurement for Bid Item 14 to be on an each basis with an engineer's estimate of 1. Payment area to be measured by survey provided by Contractor and verified by Engineer. Existing metal surface mount piezometer vault to be preserved if possible but damage to inner PVC pipe is not acceptable. Piezometer surface vault or concrete may need to be extended to preserve PVC pipe from raised crest elevation.

Item includes labor, equipment, and materials for:

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- Removal of piezometer vault
- Resetting piezometer vault at new elevation
- Concrete to stabilize vault at new elevation

Attachments:

Photos of piezometer installation

Annotated Drawings

Purpose for the Work Change Directive:

Crest raised to nominal elevation of 5236.9 feet to maintain residual freeboard of 1 foot.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price:

Item No.	Description	Unit	Estimated Quantity (**Change**)	Unit Price ($)	Total Amount ($)
5a	Low Permeability Fill (Borrow)	CY	**(885)**	$ 225.20	$ 199,302
7	Regrading Embankment Crest	LF	**(-1,900)**	$ 25.50	- $ 48,450
11	Crusher Fines for Unpaved Paths Restoration and Crest Regrading	CY	**(1,520)**	$ 97.20	$ 147,744
13a	Removal of Crusher Fines on Crest and dispose within reservoir as directed by Owner	SF	7,250	$ 5.10	$ 36,975
14	Raise of Existing Piezometers	EA	1	$ 2,800.00	$ 2,800
				Contract Modification Total	$ 338,371

Contract Time: 17 days

[increase] [decrease] [not yet estimated].

Basis of estimated change in Contract Price:

☐ Lump Sum ☐ Unit Price ☐ Cost of the Work ☒ Other: See table above

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	Recommended by Engineer	Authorized by Owner
By:	Caleb Stock	
Title:	Design Engineer	
Date:	May 9, 2026	

DRAFT

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WORK CHANGE DIRECTIVE NO.: 3

Owner: Town of Erie	Owner's Project No.: P22-91
Engineer: HDR Engineering, Inc.	Engineer's Project No.: 10405834
Contractor: Geo-Solutions, Inc.	Contractor's Project No.: N/A
Project: Erie Lake Dam Seepage Rehabilitation	
Contract Name: N/A	
Date Issued: June 1, 2026	Effective Date of Work Change Directive: June 1, 2026

Contractor is directed to proceed promptly with the following change(s):

Description:

Revised Sheet C-09 (attached as C-09a) shows construction in proximity to outlet works to accommodate field conditions including a higher working platform/lake bottom than anticipated and potential groundwater. Removal of existing riprap, grading around the outlet works, and backfill with Low Permeability Fill, CDOT Fine Aggregate, CDOT Median Cover Aggregate, and Riprap was originally in the design. This revision to the drawings includes replacing the 3-foot-thick layer of Low Permeability Fill with geosynthetic clay liner (GCL) and excluding CDOT Median Cover Aggregate from the bottom of the constructed outlet works channel only. These modifications reduce the depth of excavation by reducing the typical cross-section thickness within the outlet works channel versus that shown on Detail D on C-08 of the March 25, 2026 sealed drawings. Further, the revision includes excavating a 10-foot wide, 30-foot-long channel downstream of the outlet works with erosion armoring 10-feet downstream of the Phase 1 soil-bentonite cutoff wall.

This revision requires a contract amendment due to the addition of GCL that was not originally included in the design. The Engineer's estimated area is 2,100 square feet of GCL but does not include overlap and waste. GCL to be constructed of sodium bentonite between geotextiles with needlepunch reinforcement laminated to a water resistant geofilm. Cetco/MineralsTech Bentomat® CL GCL is a preapproved product and an installation guide for this material is attached. Contractor to submit material data sheets for selected GCL for Engineer approval prior to procurement.

The Contractor shall perform a detailed assessment of the Work Change Directive No. 3 (WCD3) to determine whether the change in materials, products, or construction methods result in any increase or decrease in cost. This assessment shall include evaluation of procurement costs, lead times, schedule impacts, installation requirements, compatibility with adjacent works, and any associated quality-control or performance considerations. The Contractor shall submit a written statement confirming whether WCD3 results in a cost variance, together with supporting documentation. If applicable, when developing fee for this work change directive on a unit rate basis, Contractor shall consider addition of GCL, riprap armoring, and CDOT Fine Aggregate extension in the outlet works channel in lieu of Low Permeability Fill and CDOT Median Cover Aggregate from the cross-section.

Attachments:

1. Revised drawing Sheet C-09a (replacing Sheet C-09 in March 25, 2026 drawings).
2. Bentomat® Geosynthetic Clay Liners, Installation Guide

Purpose for the Work Change Directive:

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Revisions to the area upstream of the outlet works to accommodate higher working platform/lake bottom and potential groundwater.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

☒ Non-agreement on pricing of proposed change. ☐ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price:

Item No.	Description	Unit	Estimated Quantity **(Change)**	Unit Price ($)	Total Amount ($)
5a	Low Permeability Fill (Borrow)	CY	(-50)	$41.10	-$2,055.00
9a	CDOT Fine Aggregate	CY	(100)	$171.60	$17,160.00
9b	CDOT Median Cover Aggregate	CY	(0)	$220.00	$0.00
10a	Purchase New 12-inch Riprap	CY	(25)	$109.30	$2,732.50
10b	Install Riprap (New and Salvaged)	CY	(25)	$170.60	$4,265.00
15	Geosynthetic Clay Liner	SF	2,100	$9.50	$19,950.00
				Contract Modification Total ($)	$42,052.50

Contract Time: 1 days [increase] [decrease] [not yet estimated].

Basis of estimated change in Contract Price:

☐ Lump Sum ☒ Unit Price ☐ Cost of the Work ☐ Other

	Recommended by Engineer	Authorized by Owner
By:	Caleb Stock	Bruce Chameroy
Title:	Design Engineer	Water & Wastewater Division Manager
Date:	June 1, 2026	June 3, 2026

EJCDC® C-940, Work Change Directive.
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CHANGE PROPOSAL

Owner: Town of Erie

Project Name: Erie Lake Dam Seepage Rehabilitation Project

Change Proposal No.: ELDSR-GC-001 Date: June 2, 2026

Submitted in Response to: WCD-001, WCD-002 and WCD-003

Contract Name and No.: Erie Lake Dam Seepage Rehabilitation Project Number P22-291

Contractor: Geo-Solutions, Inc.

Subject: Change Order Proposal 001

The following changes to the Contract are proposed:

SCOPE OF PROPOSED CHANGE TO CONTRACT: *(attach supporting information as required)*

1. *Additional bedding aggregates, in accordance with WCD-001*
2. *Crest raising around the perimeter of the Lake, in accordance with WCD-002*
3. *Anticipated changes in Contract quantities*
4. *Change in outlet works channel detail, in accordance with WCD-003*

JUSTIFICATION:

1. *WCD-001*
2. *WCD-002*
3. *Changes in project conditions, and as a result of WCD-002. See attached table with further breakdown and justification*
4. *WCD-003*

PROPOSED CHANGES IN CONTRACT PRICE AND CONTRACT TIMES:

We propose that the Contract Price and Contract Times be changed as follows:

For Contract Price, attach detailed cost breakdowns for Contractor and Subcontractors, Supplier quotations, and other information required.

For the Contract Times, state increase, decrease, or no change to Contract Times for Substantial Completion, readiness for final payment, and Milestones, if any. If increase or decrease, state specific number of days for changes to the Contract Times. Submit supporting data, including time impact analysis for the Progress Schedule.

		Contract Times (days)	
Description	**Amount**	**Substantial**	**Final**
1. WCD-001	$311,776.00	6	6
2. WCD-002	$338,371.00	17	17
3. Quantity Changes	$179,348.20	2	2
4. WCD-003	$42,052.50	1	1
Total This Change Proposal	**$871,547.70**	**26**	**26**

Changes to Milestones, if any:

Contractor represents that supporting data attached to this Change Proposal are accurate and complete. The requested time or price adjustment indicated in this Change Proposal is the entire adjustment to which Contractor believes it is entitled as a result of the proposed change(s) indicated herein.

Change Proposal by: Geo-Solutions, Inc.

Signature of Proposer:

Revised Unit Price Schedule of Values

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Mobilization and Demobilization	LS	1	$ 221,300.00	$ 221,300.00
2	Removal of Trees	EA	3	$ 15,925.00	$ 47,775.00
3a	Removal of Riprap	CY	1,350	$ 59.60	$ 80,460.00
3b	Salvage of Riprap	CY	**1,200**	$ 55.60	**$ 66,720.00**
4	Removal of Gunnite Facing	SFT	**10,593**	$ 16.00	**$ 169,488.00**
5a	Low Permeability Fill (Borrow)	CY	**5,950**	$ 41.10	**$ 244,545.00**
5b	Low Permeability Fill (Import)	CY	**0**	$ 51.80	**$ 0.00**
6	Soil-Bentonite Cutoff Wall	SFT	**74,657**	$ 8.60	**$ 642,050.20**
7	Regrading Embankment Crest	LF	**0**	**$ 0.00**	**$ 0.00**
8	**Geotextile**	**SY**	**0**	**$ 0.00**	**$ 0.00**
9a	**Bedding Sand**	**CY**	**1,385**	**$ 171.60**	**$ 237,666.00**
9b	**Bedding Median Cover**	**CY**	**1,285**	**$ 220.00**	**$ 282,700.00**
11	Crusher Fines for Unpaved Paths Restoration and Crest Grading	CY	**1,700**	$ 97.20	**$ 165,240.00**
12	Reseeding	Acre	**2**	$ 24,450.00	**$ 48,900.00**
10a	Purchase New 12-inch Riprap	CY	**225**	$ 109.30	**$ 24,592.50**
10b	Install Riprap (New and Salvaged)	CY	**1,425**	$ 170.60	**$ 243,105.00**
5a	**Low Permeability Fill (Borrow) - For Dam Crest Raise**	**CY**	**885**	**$ 225.20**	**$ 199,302.00**
13a	**Removal of Crusher Fines on Crest and dispose within reservoir as directed by Owner**	**SF**	**7,250**	**$ 5.10**	**$ 36,975.00**
14	**Raise of Existing Piezometers**	**EA**	**1**	**$ 2,800.00**	**$ 2,800.00**
15	**Geosynthetic Clay Liner**	**SF**	**2,100**	**$ 9.50**	**$ 19,950.00**
Total of All Unit Price Bid Items					**$ 2,733,568.70**

Item No.	Description	Unit	Contract Quantity	Actual/ Projected Quantity	Net Change	Unit Price	Change Amount	Comment
3b	Salvage of Riprap	CY	400	1,200	800	$55.60	$44,480.00	Nearly all riprap expected to be salvaged
4	Removal of Gunnite Facing	SFT	5,900	10,593	4693	$16.00	$75,088.00	Actual quantity
5a	Low Permeability Fill (Borrow)	CY	4,560	6,000	1440	$41.10	$59,184.00	Increase due to thicker layer of masonry removed from dam, requiring greater qty of fill
5b	Low Permeability Fill (Import)	CY	1,000	0	-1000	$51.80	($51,800.00)	No import expected
6	Soil-Bentonite Cutoff Wall	SFT	61,240	74,657	13417	$8.60	$115,386.20	Actual quantity
12	Reseeding	Acre	1	2	1	$24,450.00	$24,450.00	Additional seeding due to added vegetation strip per WCD-002
10a	Purchase New 12-inch Riprap	CY	1,000	200	-800	$109.30	($87,440.00)	Less to purchase, due to more salvaged
TOTAL							$179,348.20	

Town Council

Board Meeting Date: 6/23/2026

File #: 2026-374, **Version:** 1

SUBJECT:
A Resolution of the Town Council of the Town of Erie Approving a Fourth Amendment to Construction Contract with HDR Engineering, Inc., for the Erie Lake Dam Seepage Rehabilitation Investigation, Analysis, and Design

DEPARTMENT: Utilities

PRESENTER(S): Bruce Chameroy. Water and Wastewater Division Manager
Weston Ring. Utilities Project Manager

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

FISCAL SUMMARY:

Cost as Recommended:	$37,891.06
Balance Available:	$1,241,259.04
Fund	Water Fund
Line Item Number:	500-75-110-605000-257502
New Appropriation Required:	No

POLICY ISSUES:
Town Council must approve amendments to previously approved agreements in accordance with the Town's Purchasing Policy.

STAFF RECOMMENDATION:
Approve the resolution.

SUMMARY/KEY POINTS

- The Erie Lake Dam Seepage Rehabilitation Project is currently under construction.
- During construction it was discovered that the Lake's outlet works needed to be repaired and renovated.
- HDR requires an amendment to their Professional Services Agreement in order to complete this additional design work.

BACKGROUND OF SUBJECT MATTER:

The Colorado Dam Safety Office of the State Engineer (SEO) performed the annual inspection for Erie Lake Dam on Sept. 26, 2022 and observed pooling water at the downstream toe of the dam, located along the southwest portion of the embankment. SEO instructed Town staff to institute a daily monitoring plan and to update data on a shared file with photographs and measurements. On Sept 27, 2022, the Utilities staff cleared vegetation from the wet area and identified the active source of seepage. The Town's Utilities department contacted HDR for support on evaluating the seepage issue. HDR was to perform a data/records review of pertinent available documentation, perform an onsite dam examination, and deliver a technical memo of findings and recommendations. Subsequently HDR was engaged to perform design of the selected remedy, that work has been concluded and the project is under construction.

During construction it was discovered that the lake's outlet works needed to be repaired and renovated. This amendment to HDR's contract will allow them to complete the required work.

ATTACHMENT(S):

1. Resolution
2. Amendment

Town of Erie
Resolution No. 26-107

A Resolution of the Town Council of the Town of Erie Approving a Fourth Amendment to Construction Contract with HDR Engineering, Inc., for the Erie Lake Dam Seepage Rehabilitation Investigation, Analysis, and Design

Whereas, on June 25, 2024, the Town and Geo-Solutions entered into a Construction Contract ("Contract") for the Erie Lake Dam Seepage Rehabilitation Project;

Whereas, on June 29, 2025, the Parties entered into an amendment to the Contract;

Whereas, on October 27, 2025, the Parties entered into a second amendment to the Contract;

Whereas, on February 24, 2026, the Parties entered into a third amendment to the Contract; and

Whereas, the Parties wish to amend the Contract to add repair work.

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

Section 1. The Fourth Amendment to the Construction Contract with HDR Engineering, Inc. is hereby approved in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the First Amendment on behalf of the Town.

Adopted this 23rd day of June, 2026.

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

Docusign Envelope ID: 3F291224-8645-80DC-836D-E1BA9AFD6A8B

Fourth Amendment to Agreement for Professional Services
(Erie Lake Dam Seepage Rehabilitation Investigation, Analysis, and Design)

This Fourth Amendment to Agreement for Professional Services (the "Amendment") is made and entered into this ____ day of _____, 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 HDR Engeneering, Inc. a Colorado corporation with a business address of 1670 Broadway, Suite 3400, Denver, CO 80202 ("Contractor"), each a "Party" and collectively the "Parties".

Whereas, on June 25, 2024, the Parties entered into an Agreement for Professional Services (the "Original Agreement") for the Contractor to provide engineering services related to a public project at Erie Lake; and

Whereas, on June 29, 2025, the Parties entered into an Amendment to Agreement for Professional Services (the "First Amendment") to amend the Scope of Services and the compensation terms; and

Whereas, on October 27, 2025, the Parties entered into a Second Amendment to Agreement for Professional Services (the "Second Amendment") to amend the Scope of Services and the compensation terms; and

Whereas, on February 24, 2026, the Parties entered into a Third Amendment to Agreement for Professional Services (the "Third Amendment," and together with the Original Agreement, First Amendment, and Second Amendment, the "Agreement") to amend the Scope of Services and the compensation terms; and

Whereas, the Parties wish to further amend the Agreement as set forth herein.

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

1. Exhibit A to the Agreement is hereby amended by the inclusion of the following additional items in the Scope of Work:

> "Contractor will conduct an assessment and potential rehabilitation design to the intake structure at Erie Lake as part of Erie Lake Dam Seepage Rehabilitation construction. The existing structure will be improved by adding a gate which may require improvements to the concrete structure for performance and longevity.
>
> An on-site inspection of the existing intake structure will be the first step in analyzing the structure's condition. The structure will be examined to determine its capacity to support installation of a new

Docusign Envelope ID: 3F291224-8645-80DC-836D-E1BA9AFD6A8B

manual slide gate. It is likely that retrofits and improvements and/or replacement will be required of the existing intake structure to support the new manual slide gate. This scope includes the structural analysis and calculations package likely required to retrofit the structure. Based on the provided flow rate and head (from the Town), an "off the shelf" manual slide gate will be selected for installation to take place during the existing construction contract. Contractor will provide construction drawings and specifications for such work.

The following rates shall apply for work performed under the services added by the Fourth Amendment to Professional Services Agreement:

Title	Hours	Miles	Rate ($/hour)	Total ($)
Project Manager, Level IV	6		282.88	1,697.28
Senior Engineer, Level I	9		274.56	2,471.04
Project Engineer, Level V	6		261.04	1,566.24
Project Engineer, Level II	42		217.36	9,129.12
Design Engineer, Level III	75		158.08	11,856.00
Design Engineer, Level I	32		131.04	4,193.28
CAD Designer, Level II	42		141.44	5,940.48
Project Accountant II	3		131.04	393.12
Project Assistant	5		114.40	572.00
Field Survey Mileage		100	0.725	72.50
Total				37,891.06

"

2. Section III. of the Agreement, entitled "**Compensation**," is hereby deleted in its entirety and replaced with the following:

"In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor an amount not to exceed $633,253.43. The not-to-exceed amount shall include all fees, costs and expenses incurred by Contractor. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt."

3. Except as expressly modified herein, the Agreement shall remain in full force and effect.

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4. This Amendment shall not be effective or binding on the Town until approved and fully by all signatories of the Town of Erie and, if required by the Charter, approved by the Town Council

[signature page to follow]

Docusign Envelope ID: 3F291224-8645-80DC-836D-E1BA9AFD6A8B

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

Town of Erie, Colorado

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

Contractor

HDR Engineering, Inc.
a Colorado corporation

DocuSigned by:
Joseph Schwarz
73513DD1A1F0490...

Name: Joseph Schwarz
Title: Sr. Vice President

Certificate Of Completion

Envelope Id: 3F291224-8645-80DC-836D-E1BA9AFD6A8B
Status: Completed
Subject: Complete with Docusign: 260604 PSA Fourth Amendment HDR Erie Lake.docx
Source Envelope:
Document Pages: 4
Signatures: 1
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Lyndsy Willette
645 Holbrook Street
P.O. Box 750
Erie, CO 80516
lwillette@erieco.gov
IP Address: 73.229.163.125

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lwillette@erieco.gov
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Signer Events	Signature	Timestamp
Joseph Schwarz joseph.schwarz@hdrinc.com Sr. Vice President Security Level: Email, Account Authentication (None)	DocuSigned by: Joseph Schwarz 73513DD1A1F0490... Signature Adoption: Pre-selected Style Using IP Address: 163.116.247.64	Sent: 6/8/2026 3:20:28 PM Viewed: 6/8/2026 3:28:10 PM Signed: 6/8/2026 5:01:43 PM

Electronic Record and Signature Disclosure:
Accepted: 6/8/2026 3:28:10 PM
ID: 1ffb6cf9-8032-4791-8930-a5ad87195886

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

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Electronic Record and Signature Disclosure:
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Weston Ring wring@erieco.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 6/8/2026 5:01:44 PM Viewed: 6/9/2026 10:09:46 AM

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Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/8/2026 3:20:27 PM
Certified Delivered	Security Checked	6/8/2026 3:28:10 PM
Signing Complete	Security Checked	6/8/2026 5:01:43 PM
Completed	Security Checked	6/8/2026 5:01:44 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Town of Erie (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Town of Erie:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: docusign@erieco.gov

To advise Town of Erie of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@erieco.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Town of Erie

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to townclerk@erieco.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Town of Erie

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to docusign@erieco.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Town of Erie as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Town of Erie during the course of your relationship with Town of Erie.

Town Council

Board Meeting Date: 6/23/2026

File #: 2026-378, **Version:** 1

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

DEPARTMENT: Environmental Services

PRESENTER(S): David Frank, Director of Environmental Services

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

FISCAL SUMMARY:

Cost as Recommended:	$30,000
Balance Available:	$6,830,000
Fund	Capital Improvements Fund
Line Item Number:	110-22-910-605000-257011
New Appropriation Required:	No

POLICY ISSUES:
Town Council must approve amendments to previously approved contracts with a cost over $150,000, pursuant to the Town's Purchasing Policy.

STAFF RECOMMENDATION:
Staff recommends approval of the amendment.

SUMMARY/KEY POINTS

- The Town contracted CTL|Thompson to perform a geotechnical investigation of the undermining at Erie Town Center.
- This amendment increases the scope of the investigation to include additional surveying methods to attempt to locate the historically mapped air shafts.

BACKGROUND OF SUBJECT MATTER:
Historical maps of the mines located at Erie Town Center show two air shafts located on the site.

Previous investigations have failed to determine the exact locations of these air shafts. This contract amendment increases the scope of CTL|Thompson's investigation to include two additional geophysical survey methods to attempt to locate these air shafts for future mitigation efforts.

ATTACHMENT(S):

1. Resolution
2. First Amendment

First Amendment to Agreement for Professional Services
(Engineering Services – Erie Town Center)

This Amendment to Agreement for Professional Services (the "Amendment") is made and entered into this ____ day of May, 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 CTL|Thompson, Inc., an independent contractor with a principal place of business at 1971 West 12th Avenue, Denver, CO 80204 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, on January 13, 2026, the Parties entered into an Agreement for Professional Services (the "Agreement"); and

Whereas, the Parties wish to amend the Agreement as set forth herein.

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

1. Amendments. The Agreement is hereby amended as follows:

Paragraph III is amended to read as follows:

"**III. Compensation**

In consideration for the completion of the Scope of Services by Consultant, the Town shall pay Consultant an amount not to exceed $200,000. 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."

Exhibit A is amended to add the following deliverables:

"AIRSHAFT SURVEY

1. Engage a subcontractor for geophysical surveying services to perform FDEM and/or MAG surveys within the suspected area of the abandoned air shafts.

2. Analyze the results of field investigation to evaluate the presence of airshafts and risks of potential ground movement due to subsidence of the abandoned mines.

3. Summarize the results of our investigation and present results in a report which is anticipated to include:
   a. A site plan showing the surveyed area and proposed construction;

b. Summarize the results of the analysis and failure modes of the airshafts;
c. Discussion of potential future subsidence risks, limitations on development, and mitigation concept alternatives; and
d. A conceptual void-fill grouting plan and specifications (if warranted).

4. Provide general consultation on the selection of a specialty contractor to execute the void-fill grouting plan (if warranted).

5. 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 subsidence related to the airshafts and potential mitigation.

An electronic (PDF) copy of the report will be provided upon completion of the investigation, signed by a Professional Engineer registered in the State of Colorado. Hard copies are available upon request."

2. Remainder of Agreement. Except as expressly modified herein, the Agreement shall remain in full force and effect.

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

Town of Erie, Colorado

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

~~Contractor~~ Consultant

State of ~~Colorado~~)
) ss.
County of Vernon)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 24 day of June, 2026, by ERIN Bouchett as Associate of CTL|Thompson, Inc.

My commission expires: 02/01/2028

(Seal)

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

Notary Public

Town of Erie
Resolution No. 26-115

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

Whereas, on January 13, 2026, the Town entered into a Professional Services Agreement with CTL|Thompson, Inc. for engineering services for Erie Town Center; and

Whereas, the Town and CTL|Thompson wish to amend the Agreement.

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

Section 1. The First Amendment to Professional Services Agreement with CTL|Thompson, Inc. is hereby approved in substantially the form attached hereto, subject to final approval of the Town Attorney. Upon such approval, the Mayor is authorized to execute the agreement on behalf of the Town.

Adopted this 23rd day of June, 2026.

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

Town Council

Board Meeting Date: 6/23/2026

File #: 2026-389, **Version:** 1

SUBJECT:
A Resolution of the Town Council of the Town of Erie Approving a First Amendment to Professional Services Agreement with Kimley Horn for the On-Call Multi-modal Transportation and Traffic Planning Contract

DEPARTMENT: Public Works

PRESENTER(S): David Pasic, Public Works Director
Miguel Aguilar, Transportation Planner

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

FISCAL SUMMARY:
N/A

POLICY ISSUES:
This amendment extends the overall contract length for the Consultant to complete ongoing work of this contract previously approved by Council. Amendments to the contract must also be approved by Council.

STAFF RECOMMENDATION:
Approve the Resolution

SUMMARY/KEY POINTS
- Kimley-Horn's on-call contract ended.
- This amendment will continue the work Kimley-Horn was working on for the Town.

BACKGROUND OF SUBJECT MATTER:
Kimley-Horn's on-call contract ended in April. This amendment will extend their contract to the end of the calendar year to allow more time to finish the work. There are no changes to the cost of the work.

ATTACHMENT(S):

1. Resolution
2. Contract First Amendment

Town of Erie
Resolution No. 26-116

A Resolution of the Town Council of the Town of Erie Approving a First Amendment to Professional Services Agreement with Kimley Horn for the On-Call Multi-modal Transportation and Traffic Planning Contract

Whereas, on April 20, 2023, the Town and Kimley-Horn entered into a Professional Services Agreement for the On-Call Multi-modal Transportation and Traffic Planning Contract; and

Whereas, the Town and Kimley-Horn desire to amend the agreement to extend the agreement length for the completion of the work.

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

Section 1. The First Amendment to the Professional Services Agreement with Kimley-Horn is hereby approved in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the First Amendment on behalf of the Town.

Adopted this 23rd day of June, 2026.

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

Docusign Envelope ID: 109465DD-19BA-8279-81A5-23FF9AAEB403

First Amendment to Agreement for Professional Services (Hourly)
(On-Call Multi-modal Transportation and Traffic Planning)

This First Amendment to Agreement for Professional Services (the "Amendment") is made and entered into this ____ day of _____, 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 Kimley-Horn and Associates, Inc. a North Carolina corporation, with a business address of 380 Interlocken Crescent, Suite 100, Broomfield, CO 80021 ("Contractor"), each a "Party" and collectively the "Parties".

Whereas, on April 20, 2023, the Parties entered into an Agreement for Professional Services (the "Agreement") for the Contractor to provide on-call transportation and traffic planning services to the Town; and

Whereas, the Agreement expired by its terms on April 19, 2026, and rather than enter into a new agreement, the Parties wish to revive and reinstate all terms and conditions of the Agreement as they existed prior to the expiration of the term and amendment the Agreement to extend the term.

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

1. Paragraph II.A within the section entitled "**Term and Termination**" is hereby deleted in its entirety and replaced with:

> "This Agreement shall commence on the Effective Date and shall continue until December 31, 2026, unless sooner terminated as provided herein."

2. As amended herein, the Agreement is revived, affirmed, and ratified in each and every particular.

[signature page to follow]

Docusign Envelope ID: 109465DD-19BA-8279-81A5-23FF9AAEB403

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

Town of Erie, Colorado

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

Contractor

Kimley-Horn and Associates, Inc.
a North Carolina corporation

Signed by:
Anthony Pratt
446D212FC4EB475...

Name: Anthony Pratt
Title: Associate

Certificate Of Completion

Envelope Id: 109465DD-19BA-8279-81A5-23FF9AAEB403
Status: Completed
Subject: Complete with Docusign: 26068 PSA Amendment Kimley Horn.docx
Source Envelope:
Document Pages: 2
Signatures: 1
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Lyndsy Willette
645 Holbrook Street
P.O. Box 750
Erie, CO 80516
lwillette@erieco.gov
IP Address: 50.206.104.130

Record Tracking

Status: Original
6/9/2026 2:57:24 PM
Holder: Lyndsy Willette
lwillette@erieco.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Anthony Pratt anthony.pratt@kimley-horn.com Associate Security Level: Email, Account Authentication (None)	Signed by: Anthony Pratt 446D212FC4EB475... Signature Adoption: Pre-selected Style Using IP Address: 137.83.223.169	Sent: 6/9/2026 2:58:53 PM Viewed: 6/9/2026 3:00:56 PM Signed: 6/9/2026 3:01:21 PM

Electronic Record and Signature Disclosure:
Accepted: 6/9/2026 3:00:56 PM
ID: f0624e83-1fa6-476b-81d8-489051371be7

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Miguel Aguilar maguilar@erieco.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 6/9/2026 3:01:21 PM Viewed: 6/9/2026 3:17:35 PM

Electronic Record and Signature Disclosure:
Accepted: 6/8/2026 12:23:47 PM
ID: 224361b7-c380-4d84-9e4c-d8f45b205776

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/9/2026 2:58:54 PM
Certified Delivered	Security Checked	6/9/2026 3:00:56 PM
Signing Complete	Security Checked	6/9/2026 3:01:21 PM
Completed	Security Checked	6/9/2026 3:01:22 PM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Town of Erie (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Town of Erie:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: docusign@erieco.gov

To advise Town of Erie of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@erieco.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Town of Erie

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to townclerk@erieco.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Town of Erie

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to docusign@erieco.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Town of Erie as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Town of Erie during the course of your relationship with Town of Erie.

Town Council

Board Meeting Date: 6/23/2026

File #: 2026-406, **Version:** 1

SUBJECT:
America 250 - Colorado 150 Proclamation; Sponsored by Mayor Moore

DEPARTMENT: Legislation

PRESENTER(S): Mayor Andrew J. Moore, Sponsor

TIME ESTIMATE: 5 minutes
For time estimate: please put 0 for Consent items.

FISCAL SUMMARY:
N/A

POLICY ISSUES:
Town Council may approve Proclamations for issues and causes they support.

STAFF RECOMMENDATION:
Approve Proclamation.

SUMMARY/KEY POINTS

- The Colorado legislature established the America 250 - Colorado 150 Commission with the passage of Senate Bill 2022-011
- The Commission has determined its mission and purpose is to celebrate Colorado by acknowledging the completeness of our shared history, honor that which makes Colorado unique.

BACKGROUND OF SUBJECT MATTER:
From History Colorado:

Sesquicentennial. Semiquincentennial. Sesquisemiquincentennial.

In 2026, the United States will mark the 250th anniversary of the Declaration of Independence - our nation's semiquincentennial. At the same time, Colorado will mark the 150th anniversary of our entrance into the Union - our state's sesquicentennial. As the Centennial State, Colorado is the only one who will observe twin anniversaries - our Sesquisemiquincentennial.

As we celebrate this uniquely Colorado commemoration, we invite you to pause, reflect upon, and honor Colorado's shared history as we imagine our future together through community events, educational opportunities, statewide celebrations, and more.

The America 250 - Colorado 150 Commission was established to guide Colorado's twin commemorations in ways that enable all Coloradans to participate. We encourage Coloradans from all corners of our state to undertake diverse, imaginative efforts to remember our shared past and imagine a unified future. As we create opportunities to commemorate and celebrate Colorado's stories, the Commission is committed to recognizing that our shared history includes the experiences of all who have called Colorado home.

2026 will be an opportunity for us to come together as we celebrate Colorado by acknowledging our complete shared history, honor what makes Colorado unique, and recognize our shared destiny as we strive toward a more perfect union.

ATTACHMENT(S):

1. Proclamation

America 250 – Colorado 150 Proclamation

WHEREAS, the year 2026 marks the 250th anniversary of the signing of the Declaration of Independence; and

WHEREAS, the year 2026 marks Colorado's 150th anniversary of statehood; and

WHEREAS, in 2016 the United States Congress established by Joint Resolution the America 250 Commission to encourage observance of the 250 years of our nation's existence; and

WHEREAS, the Colorado legislature established the America 250 - Colorado 150 Commission with the passage of Senate Bill 2022-011, and the Commission has determined its mission and purpose is to celebrate Colorado by acknowledging the completeness of our shared history, honor that which makes Colorado unique, and strive toward a more perfect union; and

WHEREAS, the Town of Erie, incorporated in 1874 and has been in existence continuously since that time; and

WHEREAS, the Town of Erie has contributed proudly and significantly to our community and our state for more than 152 years; and

WHEREAS, it is appropriate that the Town of Erie engages fully with our past and looks toward a shared future; and

WHEREAS, the Town of Erie thus encourages the creation and participation in programs that will commemorate the history of our city, our state, and our nation; and

NOW, THEREFORE, the Town Council of the Town of Erie does hereby recognize July 1 – July 31, 2026 as the America 250/Colorado 150 celebration in Erie and we encourage all residents to commemorate the rich history of our nation, state, and town.

ADOPTED this 23rd day of June, 2026.

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

File #: 2026-413, **Version:** 1

SUBJECT:
Request to Reconsider Ordinance No. 028-2026 - An Ordinance of the Town Council of the Town of Erie Authorizing the Sale of Minerals to 7N, LLC, Accepting the Conveyance of Real Property from 7N, LLC, and Approving Agreements with 7N, LLC, SM Energy Company, and Extraction Oil and Gas, Inc. Regarding the Exchange of the Mineral Rights for the Real Property

DEPARTMENT: Legislation

PRESENTER(S): Meredyth Muth, Acting Town Manager
Breena Meng, Town Attorney

TIME ESTIMATE: 10 minutes
For time estimate: please put 0 for Consent items.

FISCAL SUMMARY:
N/A

POLICY ISSUES:
Per the Town Council Rules of Procedure a member may ask for reconsideration of a previous item at the meeting immediately following its consideration and vote.

STAFF RECOMMENDATION:
N/A

SUMMARY/KEY POINTS
The Council originally considered Ordinance No. 028-2026 at its June 16, 2026 meeting. At that time, the motion to approve the ordinance failed on a 3-3 vote of the Council. Council Member O'Connor has asked that the item be reconsidered.

The Town Council Rules of Procedure allow for such a reconsideration under Section 7.4(f):

> *Motion to reconsider: Any action taken by the Council may be reconsidered. A motion to reconsider must be made at the same meeting at which the action occurred, or at the next following Regular or Special meeting. The motion must be made by a Council member who voted on the prevailing side and that Council member shall so state that in the motion. A vote*

is then taken on the motion to reconsider. The passage of a motion to reconsider suspends all action on the original motion. The original question is then placed before the Council in the exact form it was in when previously adopted. Once the vote is taken and the results determined, no further reconsideration can be granted.

Reconsideration would be of the item exactly as it was presented on June 16. Council may discuss the item without reopening the Public Hearing; however, if Council would like to ask questions or introduce any new information, the Public Hearing will need to be reopened.

ATTACHMENT(S):

1. June 16 Packet Materials <https://erie.legistar.com/LegislationDetail.aspx?ID=8071415&GUID=B7AE07A9-D516-4473-9673-D5932C7FE87B&Options=ID%7cText%
2. Video of June 16 Meeting <https://erie.granicus.com/player/clip/3523?view_id=9&redirect=true>

Town Council

Board Meeting Date: 6/23/2026

File #: 2026-414, **Version:** 1

SUBJECT:
Reconsideration of Ordinance No. 028-2026 - An Ordinance of the Town Council of the Town of Erie Authorizing the Sale of Minerals to 7N, LLC, Accepting the Conveyance of Real Property from 7N, LLC, and Approving Agreements with 7N, LLC, SM Energy Company, and Extraction Oil and Gas, Inc. Regarding the Exchange of the Mineral Rights for the Real Property

DEPARTMENT: Town Attorney

PRESENTER(S): Breena Meng, Town Attorney

TIME ESTIMATE: 45 minutes
For time estimate: please put 0 for Consent items.

FISCAL SUMMARY:
Approval of the ordinance and agreement would approve for the Town:

- $4.5M cash payment.
- Three properties on County Line Road appraised at ~$13.575M.
- Production revenue increased from 2% to 3%, estimated as high as ~$25.5M over the life of the Draco Well.

POLICY ISSUES:
Per the Town Charter, the purchase and sale of Town property, including mineral rights, must be approved by the Town Council by ordinance.

Reconsideration is allowed per the Council Rules of Procedure and would be of the item exactly as it was presented on June 16. Council may discuss the item without reopening the public hearing; however, if Council would like to ask questions or introduce any new information, the public hearing will need to be reopened.

STAFF RECOMMENDATION:
Staff has no recommendation; this is a policy decision of the Council.

SUMMARY/KEY POINTS
The Draco Pad was approved, March 26, 2025, by the Colorado Energy and Carbon Management Commission (ECMC) despite Erie's objections and thorough testimony. The Civitas/SM Energy project

involves 26 wells in a pad located in unincorporated Weld County with underground drilling extending west under the Town of Erie and Boulder County.

Civitas/SM Energy approached the Town in Spring 2025 regarding the possibility of acquiring the Town's mineral rights to access from the Draco pad.

The basic contract points are:

- Land to be received by the Town to include three parcels on County Line Road approximately 158 acres appraised at ~$13.575M.
- The plugging of 17 existing wells in Erie.
- The ability of the Town to pursue its own on-site facility inspections at the Draco Pad.
- Percentage of the revenue from the wellhead to be paid to the Town increased from 2% to 3%; estimated to be as high as ~$25.5M+.
- Cash payment of $4.5M.

BACKGROUND OF SUBJECT MATTER:

- June 16 Meeting Video <https://erie.granicus.com/player/clip/3523?view_id=9&redirect=true>
- June 2 Meeting Materials <https://erie.legistar.com/View.ashx?M=PA&ID=1366895&GUID=892FCB94-3BCF-4E50-8A33-E9DDADC22C48>
- June 2 Meeting Video <https://erie.granicus.com/player/clip/3516?view_id=9&redirect=true>
- April 21 Meeting Materials <https://erie.legistar.com/View.ashx?M=PA&ID=1398700&GUID=0DE387ED-D18D-49D0-9654-3FA3DDC8558A>
- April 21 Meeting Video <https://erie.granicus.com/player/clip/3501?view_id=9&redirect=true>

ATTACHMENT(S):

1. Ordinance
2. Contract to Exchange Real Property and Mineral Rights
3. Agreement Regarding Draco Pad
4. Agreement Regarding Draco Pad - Highlighted Change from 2% to 3%
5. Comments from Council Member Dan Hoback
6. FAQs <https://erieco.gov/m/faq?cat=103> including maps of the drilling area
7. Public Comments, June 3 - June 12 (11 a.m.)
8. Public Comments, June 12 - June 15 (4:30 p.m.)
9. Public Comments, June 15 - June 22 (Noon)

Town of Erie
Ordinance No. 028-2026

An Ordinance of the Town Council of the Town of Erie Authorizing the Sale of Minerals to 7N, LLC, Accepting the Conveyance of Real Property from 7N, LLC, and Approving Agreements with 7N, LLC, SM Energy Company, and Extraction Oil and Gas, Inc. Regarding the Exchange of the Mineral Rights for the Real Property

Whereas, 7N, LLC ("7N") owns certain real property located in Weld County, Colorado, described as Parcel Nos. 146731211006, 146730300045 and 146730202007, consisting of approximately 158.471 acres (the "7N Property");

Whereas, the Town is interested in acquiring the 7N Property for the welfare of the community and its economic development;

Whereas, the Town owns certain mineral rights located in Weld County, Colorado and Boulder County, Colorado (the "Town Mineral Rights");

Whereas, the Town and 7N wish to exchange the 7N Property for the Town Mineral Rights;

Whereas, 7N and Extraction Oil and Gas, Inc. ("Extraction") are each wholly-owned subsidiaries of SM Energy Company, a Colorado-based exploration and production company;

Whereas, Extraction has an Oil and Gas Development Plan approved by the Colorado Energy and Carbon Management Commission ("ECMC") at Order No. 407-3700 for Location ID No. 489708 (the "Draco Pad"), located in unincorporated Weld County, which includes a Drilling and Spacing Unit that extends under the Town;

Whereas, as part of the exchange, the Town, Extraction, and 7N have agreed to certain terms to address certain concerns raised by the Town related to the Draco Pad;

Whereas, pursuant to Section 15.01 of the Erie Home Rule Charter, the Town Council is authorized to approve the purchase, sale, exchange, or disposal of an interest in property by ordinance;

Whereas, Section 11.02 of the Erie Home Rule Charter requires an election before sale of "land designated by the Town as open space";

Whereas, while the Town Mineral Rights are interests in real property, they are not "land" and cannot be designated as "open space", and as such, Section 11.02 does not apply to the sale of the Town's Mineral Rights;

Whereas, the Town Council finds that the value that the Town will receive in exchange for the sale of the Town Mineral Rights is substantial, and represents a reasonable return;

Whereas, the Town Council finds it in the best interest of the public health, safety, and welfare to authorize the sale of the Town Mineral Rights and to accept the conveyance of the 7N Property pursuant to the terms set forth in the attached Contract to Exchange Real Property and Mineral Rights and the attached Agreement Regarding Draco Pad.

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

Section 1. The Town Council hereby approves the Contract to Exchange Real Property and Mineral Rights and the attached Agreement Regarding Draco Pad in substantially the form attached hereto, subject to final approval by the Town Attorney. Pursuant to the terms and conditions of such agreements, the Town Council hereby authorizes the sale of the Town Mineral Rights and the acceptance of the conveyance of the 7N Property.

Section 2. The Town Council hereby authorizes the Interim Town Manager to execute all documents necessary for closing of the sale of the Town Mineral Rights to 7N and the conveyance of the 7N Property to the Town.

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

Section 4. Safety. The Town Council finds that the adoption of this Ordinance is necessary for the protection of the public health, safety, and welfare.

Section 5. Effective Date. This Ordinance shall take effect 10 days after publication following adoption.

Introduced, Read, Passed and Ordered Published this 16th day of June, 2026.

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

CONTRACT TO EXCHANGE REAL PROPERTY AND MINERAL RIGHTS

This Contract to Exchange Real Property and Mineral Rights (this "Contract") is made and entered into as of _____ ___, 2026 (the "Effective Date"), by and among the TOWN OF ERIE, COLORADO, a Colorado municipal corporation (the "Town"), and 7N, LLC, a Delaware limited liability company ("7N"). The Town and 7N are sometimes referred to herein individually as an "Exchange Party" and collectively as the "Exchange Parties". This Contract is also being executed by Extraction Oil & Gas, Inc., a Delaware corporation ("Extraction") and SM Energy Company, a Delaware corporation ("SM Energy") for purposes of agreeing to their respective obligations hereunder. The Exchange Parties together with Extraction and SM Energy are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS:

A. The Town is the owner of certain Mineral Rights located in Weld County, Colorado and Boulder County, Colorado (the "Town Mineral Property") appurtenant to the real property as described on **Exhibit A-1** (the "Draco Area of Interest Property") and **Exhibit A-2** (the "Specified Parcels Property"). For purposes of this Contract, the term "Mineral Rights" shall mean, with respect to any given real property, all of the Town's oil and gas and oil and gas rights, and other hydrocarbon substances associated with or underlying the land comprising the applicable property from the surface to the bottom of the Codell formation (including the Carlile member) within the Denver-Julesburg Basin, regardless of whether the presence of same is currently known or unknown and regardless of the current or future commercial value of same.

B. 7N is the owner of those three parcels of real property located in Weld County, Colorado, as described on **Exhibit B** which real property, together with any and all improvements and assets located thereon, appurtenant thereto, or associated therewith, expressly excluding all Mineral Rights associated with or underlying such real property and the 7N Property Infrastructure (as defined below), hereinafter collectively referred to as the "7N Property".

C. 7N and Extraction are each wholly-owned subsidiaries of SM Energy, which is a Colorado-based exploration and production company. Extraction has plans for development of an approximate 3,951.25-acre Oil and Gas Development Plan approved by the Colorado Energy and Carbon Management Commission ("ECMC") at Order No. 407-3700 (the "Draco OGDP") (and as the same may be amended) from ECMC Form 2A at Location ID No. 489708 (the "Draco Pad"), located in Weld County.

D. The Town desires to own the 7N Property, and has determined that it is in the best interest of the Town to convey the Town Mineral Property to 7N in exchange for 7N conveying to the Town the 7N Property, subject to the terms and conditions in this Contract.

E. 7N desires to obtain, for itself or for its designated affiliate, the Town Mineral Property and has offered to acquire the Town Mineral Property by exchange of the 7N Property, subject to the terms and conditions in this Contract.

F. Each of the 7N Property parcels identified on Exhibit B contain oil and gas wells and/or the associated oil and gas infrastructure operated by Extraction. As a condition and in

consideration of the transactions contemplated under this Contract, the Parties desire to specify terms for Extraction's continued use and abandonment of such infrastructure as provided for in the Agreement Regarding Draco Pad (as defined in Section 16 below).

G. Accordingly, the Parties desire to enter into this Contract for purposes of (i) transferring the Town Mineral Property from the Town to 7N, (ii) transferring the 7N Property to the Town, and (iii) such other matters as addressed in this Contract.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the various terms, covenants, and conditions set forth herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged and which are incorporated as part of this Contract, the Parties agree as follows:

1. **Conveyance by the Town**. At the Closing (as hereinafter defined), the Town shall convey the Town Mineral Property to 7N or its designee with a reservation limiting 7N's access to the surface of the subject property by bargain and sale deed substantially in the form attached hereto as **Exhibit C**, which is incorporated herein by reference (the "Town Deed"). In addition to the Town Mineral Property, the Town Deed will include any right, interest or claim in Mineral Rights that the Town may have with respect to the real property described on **Exhibit A-3** (such property, the "Disputed Mineral Property" and such Mineral Rights, the "Disputed Mineral Rights").

2. **Conveyance by 7N**.

(a) At the Closing, 7N shall convey the 7N Property to the Town by special warranty deed, subject to Permitted Exceptions (as defined in Section 7(a)(i) below), substantially in the form attached hereto as **Exhibit D**, which is incorporated herein by reference (the "7N Deed"). The Town acknowledges and agrees that (i) the 7N Deed shall exclude any Mineral Rights, all of which will be reserved by 7N in the 7N Deed subject to limitations on 7N's access to the surface of the subject property; and (ii) any personal property on the 7N Property identified on **Exhibit E** as the ("7N Property Infrastructure"). The 7N Deed will limit access for the reserved Mineral Rights to those existing oil and gas wells and related facilities that are already located on the 7N Property.

(b) In addition to 7N's conveyance of the 7N Property and 7N's other covenants and undertakings pursuant to this Contract, 7N shall also deliver to the Town at Closing funds in the amount of $4,500,000.00 (the "**Additional Funds**"). The Additional Funds are additional consideration for the Town's conveyance of the Town Mineral Property and the Town's other covenants and undertakings pursuant to this Contract.

3. **Post-Closing Minerals**.

(a) If following the Closing Date through the Post Closing Mineral Period, either Exchange Party identifies additional areas of real property located within the Draco Area of Interest Property where the Town holds title to Mineral Rights that are not already included as part of the Specified Parcels Property or the Disputed Mineral Property, such Exchange Party will give

prompt written notice to the other Exchange Party identifying such property and providing evidence of such interest in the form of a written and recorded conveyance, assignment or dedication (each, a "Mineral Notice"). Any such Minerals Rights identified in a Mineral Notice delivered on or before the end of the 25th year following the Closing Date (the "Post Closing Mineral Period") shall be referred to as "Post Closing Mineral Rights".

(b) The identification of any Post-Closing Mineral Rights shall not limit the generality of the conveyance of all of the Town Mineral Property pursuant to the Town Deed. Notwithstanding the foregoing, the Town shall, at 7N's request, convey Post Closing Mineral Rights to 7N or its designee by bargain and sale deed substantially in the form of the Town Deed.

(c) With respect to any Post Closing Minerals Rights identified in a Mineral Notice that is delivered from and after the end of the 6th month following the Closing Date, the Town shall be entitled to additional consideration (the "Post Closing Minerals Consideration") in the amount of $24,000 for each Mineral Acre. For purposes of determining the Post Closing Minerals Consideration, each "Mineral Acre" shall be calculated as the Town's percentage interest in the Mineral Rights with respect to such acre. If the Town holds title to less than 100% undivided fee simple estate of any Post Closing Minerals, then the applicable Post Closing Minerals Consideration shall be reduced to reflect the proportion to which the Town's interest bears to the whole and undivided fee. The Town shall not be entitled to any Post Closing Minerals Consideration or any other additional consideration with respect to Post Closing Minerals Rights identified in a Mineral Notice that is delivered prior to the end of the 6th month following the Closing Date.

(d) The Provisions of this Section 3 shall survive the Closing through the end of the Post Closing Mineral Period.

4. **Disputed Minerals**.

(a) The Town hereby agrees to waive and disclaim any right title or interest in the Disputed Mineral Property and agrees to withdraw any claim previously made with respect to the same. In addition to the Town's conveyance of its interest in any Disputed Mineral Property pursuant to the Town Deed, the Town hereby agrees to execute such curative documents as may be necessary to evidence such waiver, disclaimer and withdrawal.

(b) The provisions of this Section 4 shall survive the Closing.

5. **Inspection**.

(a) Inspection Period; Termination Right. If, in either Exchange Party's sole judgment and discretion, such Exchange Party decides that it does not wish to proceed with the transactions contemplated herein (the "Transactions"), for any reason or no reason, such Exchange Party shall give written notice of such fact to the other Exchange Party on or before 5:00 pm Mountain Time on the date that is 50 days after the Effective Date (the "Inspection Period"). If an Exchange Party gives written notice of its election not to continue this Contract on or before the expiration of the Inspection Period, then this Contract shall terminate, and both Exchange Parties shall be released from all further obligations under this Contract except those that expressly survive termination. If both Exchange Parties fail to elect to terminate this Contract as set forth in this

Section 5(a) prior to the expiration of the Inspection Period, then this Contract shall remain in full force and effect and the Exchange Parties shall proceed with the Transactions as set forth herein. Following the end of the Inspection Period as set forth above, either Exchange Party may extend the Inspection Period one time for up to 15 additional days upon written notice delivered to the other Exchange Party prior to the end of the initial Inspection Period.

(b) Inspections.

(i) Prior to the Closing Date, the Town, and its agents, contractors, consultants, engineers, surveyors, attorneys, and employees (collectively, the "Town Consultants") shall have, at no cost or expense to 7N, the opportunity to enter onto the 7N Property to conduct and make any and all customary studies, tests, examinations, inquiries, inspections, and investigations of or concerning the 7N Property, review the property materials applicable to the 7N Property, and otherwise confirm any and all matters which the Town may have reasonably desired to confirm with respect to the 7N Property (the "Inspections").

(ii) Prior to the Closing Date, 7N and its agents, contractors, consultants, engineers, surveyors, attorneys, and employees (collectively, the "7N Consultants") shall have, at its sole cost and expense, the opportunity to conduct and make any and all Inspections 7N may have reasonably desired to confirm with respect to the Town Mineral Property.

(c) Conduct of Inspections.

(i) No Party shall permit any mechanics' or materialmen's liens or any other liens to attach to the 7N Property or Town Mineral Property (as the case may be) by reason of the performance of any work or the purchase of any materials by such Party or any other party in connection with any Inspections conducted by or for such Party hereunder.

(ii) The Town shall cause the Town Consultants to: (i) perform all Inspections in a safe and professional manner; (ii) not create any dangerous or hazardous condition on the 7N Property; (iii) comply with all applicable laws with respect to the Town's Inspections; and (iv) obtain all permits required to be obtained with respect to the Inspections, if any. Except with respect to any Phase II Testing (as defined in Section 5(g) below) or unless permitted pursuant to Section 5(g) below, the Town Consultants shall not drill, extract or physically alter or change the condition of the 7N Property. 7N shall have the right to be present or appoint a representative to accompany the Town Consultants in connection with the Town's entry on the 7N Property, and the Town shall give to 7N reasonable prior telephonic and written notice of any such proposed entry, specifying the purpose and duration of the entry, to facilitate the same. In no event shall any Town Consultants, interfere with any tenants' rights under the Ground Lease (as defined in Section 8(b)(iv) below) or with 7N's or Extraction's use or operations at the 7N Property. Without limiting 7N's rights and remedies provided for in this Contract following the occurrence of a Town default, the Town shall promptly restore the 7N Property to

its previous state in the event any testing is done and no examination, Inspections or tests shall materially interfere with, or damage, any current use of the 7N Property by the Town. The Town assumes all risk of any entry or other activity by the Town Consultants within the 7N Property. All Inspections, and all information generated by the Inspections, is subject to the confidentiality provisions of Section 35 below.

(d) Insurance. The Town and Town's Consultants shall carry commercial general liability insurance covering their activities in and about the Property, with a limit of not less than $2,000,000.00 combined single limit per occurrence, against claims for personal injury liability including, without limitation, bodily injury, death or property damage liability and covering the Town and Town's Consultants engaged by the Town for Inspections, services or construction on or about the 7N Property; which shall name 7N, SM Energy and Extraction as additional insureds under such policy. The Town shall present a certificate of such insurance evidencing the requirements set forth in this Contract in a form reasonably acceptable to 7N before entering onto the 7N Property. In addition, any insurance policy obtained by the Town shall be written as a primary policy and shall not be contributing with or in excess of any coverage, which the Town may carry. The Town shall use reasonable efforts to require that its policy shall include a provision that 7N shall receive at least 30 days' advance written notice from the insurer prior to material changes or cancellation of such policies and if the foregoing is unavailable, then the Town shall provide such written notice to 7N immediately upon learning of any material changes or cancellation.

(e) Town Waiver and Release. The Town hereby waives and releases 7N's affiliates, parent and subsidiary entities, successors, assigns, partners, managers, members, employees, officers, directors, trustees, shareholders, counsel, representatives, and agents, from and against any and all damages, mechanics' liens, materialmen's liens, liabilities, penalties, interest, losses, demands, actions, causes of action, claims, costs and expenses (including reasonable attorney fees) (collectively, "Losses") arising from or related to the Town or the Town Consultants' entry onto the 7N Property, and any inspections or other acts by the Town or Town Consultants with respect to the 7N Property.

(f) 7N Indemnification. 7N shall indemnify, hold harmless and, defend the Town and hereby waives and releases the Town from and against any and all Losses arising from or related to 7N or the 7N Consultants' inspections or other acts by 7N or the 7N Consultants with respect to the Town Mineral Property; provided, however, in no event shall 7N be obligated to indemnify or hold the Town harmless from any Losses arising out of the negligence or intentional misconduct of the Town.

(g) Intrusive Investigations. 7N hereby consents to the Town's Consultants conducting a Phase II environmental study of the 7N Property excluding the areas necessary for all operations, including plugging and abandonment, reclamation, and remediation operations of the 7N Property encumbered by the 7N Property Infrastructure ("Phase II Testing"). Notwithstanding anything in this Contract to the contrary, the Town acknowledges and agrees that prior to Closing it is not permitted to perform any invasive tests on the 7N Property other than Phase II Testing without 7N's prior written consent which shall not be unreasonably withheld. The Town hereby agrees to restore, at its cost and expense, the 7N Property to substantially the same

condition it was in immediately prior to the Town's exercise of its rights pursuant to this Contract; provided, however, that if the Town affirmatively waives its right to terminate this Contract pursuant to Section 5(a) or is deemed to have waived its right to terminate this Contract prior to the expiration of the Inspection Period then the Town may postpone restoration of any such condition that, in 7N's reasonable discretion does not create a nuisance or hazardous condition until the Town takes title to the subject 7N Property at the Closing.

(h) Inspection Acknowledgement. Each Exchange Party acknowledges and agrees, subject to their respective rights to terminate this Contract before the end of the Inspection Period, that the Inspection Period constitutes adequate time to perform all inspections and due diligence activities. Each Exchange Party agrees that its approval of the condition of the 7N Property or the Town Property (as applicable) shall constitute an acknowledgment that: (i) such Exchange Party has concluded whatever due diligence such Exchange Party desired to conduct relating to the applicable property; (ii) such Exchange Party has reviewed and read (or has elected not to do so) and has understood all instruments affecting the applicable property or its value which such Exchange Party deems relevant, including, with respect to the Town's Inspection of the 7N Property, all documents referred to in the Title Commitment (as defined in Section 7(a)(i) below), including copies of all recorded exceptions to title referred to therein, as the same may be updated prior to Closing and; (iii) such Exchange Party has made all such independent Inspections and due diligence as such Exchange Party has deemed necessary, including without limitation those relating to environmental matters and, as applicable, zoning, land use, minerals, water, and the feasibility, leasing, occupancy and income of the applicable property; and (iv) such Exchange Party is relying solely on its own Inspections and due diligence as to the respective property and its value and is assuming the risk that adverse physical, economic or other conditions (including, without limitation, adverse environmental conditions (including without limitation soils and groundwater conditions)) that may not have been revealed by such investigation.

6. **Property Materials**.

(a) To the extent within each Exchange Party's possession, each Exchange Party has or shall make the documents set forth below together with any other documents or information provided by such Exchange Party or its agents to the other Exchange Party with respect to the Town Mineral Property or 7N Property (as applicable), as the context requires, the "7N Materials" or the "Town Materials": (1) most recent title insurance policy for the 7N Property; (2) most recent survey of the 7N Property; (3) all engineering, soils, seismic, geologic reports, surveys, plans and specifications for the 7N Property; (4) all environmental reports, studies, permits and all other documents pertaining to any use, treatment, disposal or presence of Hazardous Materials (as defined in Section 28(c)) in, on, under or about the 7N Property or pertaining to any other environmental matter with respect to conditions in, on, under or about the 7N Property or Town Mineral Property (as applicable); (5) the Ground Lease and all existing occupancy agreements with respect to all, or any portion of the 7N Property or Town Mineral Property (as applicable); or (6) all contracts or agreements affecting the 7N Property or Town Mineral Property (as applicable).

(b) Subject to any express representations or warranties contained in this Contract by either Exchange Party, in providing the 7N Materials or Town Materials (as the case may be) to 7N or the Town (as the case may be), each Exchange Party makes no representation or

warranty, express, written, oral, statutory, or implied, and all such representations and warranties are hereby expressly excluded and disclaimed. The 7N Materials and Town Materials are provided for informational purposes only and, if this Contract is terminated for any reason, each Exchange Party shall return to the other Exchange Party the 7N Materials or Town Materials (as the case may be) subject to the confidentiality provisions of Section 35.

(c) Recognizing that the 7N Materials and Town Materials (as applicable) delivered or made available by the applicable Exchange Party pursuant to this Contract may not be complete or constitute all of such documents which are in such Exchange Party's possession or control, but are those that are readily and reasonably available to such Exchange Party, the Exchange Parties shall not in any way be entitled to rely upon the completeness or accuracy of the 7N Materials or Town Materials (as applicable) and will instead in all instances rely exclusively on its own inspections and the 7N Consultants or Town Consultants (as the case may be) with respect to all matters which such Exchange Party deems relevant to its respective decision to acquire, own, and operate the 7N Property or Town Mineral Property (as applicable). Subject to the terms and conditions of this Section 6, the 7N Materials shall include such items within the possession of Extraction and SM Energy.

7. **Title Review**.

(a) Town Title Review.

(i) The Town may order from First American Title Company (the "Title Company"), at its sole cost and expense, a current title report, including copies of all recorded exceptions to title referred to therein (collectively, the "Title Commitment"), committing to insure title to the 7N Property in the Town. The Town may order, at its sole cost and expense, a survey of the 7N Property (the "Survey"), prepared by a surveyor selected by the Town, and certified to the Town and 7N and the Title Company. The Town shall have until the date that is 10 business days prior to the expiration of the Inspection Period (the "Objection Deadline") to notify 7N in writing of any objections to title to the 7N Property (the "Objection Notice") which the Town has to the 7N Property based on the Title Commitment and on the Survey. If the Town delivers the Objection Notice, then, 7N may deliver, in 7N 's sole and absolute discretion, a response in which 7N elects to attempt to cure, by using commercially reasonable efforts, any one or more of the title objections set forth in the Objection Notice (the "Response") no later than 5 business days after the date that 7N receives the Objection Notice (the "Response Deadline"). Except as provided below, 7N shall have no obligation to cure any title matter, inclusive of any matter identified in the Objection Notice. If 7N fails to deliver the Response on or before the Response Deadline, 7N shall be deemed to have elected not to cure any of the matters set forth in the Objection Notice. If the Town waives (or is deemed to have waived) its right to terminate this Contract pursuant to Section 5(a) and the Response contains an express commitment to attempt, by using commercially reasonable efforts, to cure any of the items set forth in Objection Notice, 7N's obligation to attempt to cure the title objection as set forth in the Response shall be a condition precedent to the Town's obligations to close; provided, however, 7N's failure to cure any such item as set forth in the

Response or in the New Response (as hereinafter defined) shall not be a default of 7N. If 7N elects (or is deemed to have elected) not to cause any or all of the matters set forth in the Objection Notice to be cured, the Town shall elect to: (1) terminate this Contract by providing written notice to the 7N no later than the expiration of the Inspection Period, in which case this Contract shall thereafter be of no further force or effect, and no Party shall have any further obligations or liabilities hereunder except those that expressly survive such termination; or (2) waive the subject matters set forth in the Objection Notice which 7N has not elected to cure in the Response and proceed to Closing, and each such matter (together with any title exceptions or encumbrances, arising by, through or under the Town) shall be deemed to have been approved as a "Permitted Exception" with respect to the 7N Property. If the Town elects not to obtain a Title Policy for the 7N Property then the "Permitted Exceptions" shall be the those statutory exceptions identified in C.R.S. §38-30-113 1(5)(a). The Town's failure to terminate this Contract as set forth in clause (1) above within the time period set forth above shall be deemed the Town's election to proceed to Closing under clause (2) above.

(ii) The Town shall have the right to object (each, a "New Objection") to any additional matter disclosed or contained in any update of the Title Commitment or Survey (notwithstanding the passage of the Inspection Period) to the extent that such additional matter did not appear in any prior version of the Title Commitment or on the Survey, and would have a material and adverse effect on the value of the 7N Property (each, a "New Title Document Matter") by notifying 7N in writing of such New Objection within 5 business days after the Town's receipt of such New Title Document Matter. If the Town delivers the New Objection within such 5 business day period, then, 7N may deliver in 7N's sole and absolute discretion, a response in which 7N elects to attempt to cure, by using commercially reasonable efforts, the title objection set forth in the New Objection (the "New Response") no later than 5 business days after the date that 7N receives the New Objection (the "New Response Deadline"). If 7N fails to deliver the New Response on or before the New Response Deadline, 7N shall be deemed to have elected not to cure any of the matters set forth in the New Objection. If the New Response contains an express commitment to attempt, by using commercially reasonable efforts, to cure any of the items set forth in the New Objection, 7N's obligation to attempt to cure the title objection as set forth in the New Response shall be a condition precedent to the Town's obligations to close; provided, however, 7N's failure to cure any such item as set forth in the Response or in the New Response (regardless of whether 7N indicated that it would cure or attempt to cure such item) shall not be a default of 7N. If 7N elects, or is deemed to have elected, not to cure any New Title Document Matter, then the Town, as its sole and exclusive remedy, shall have the right to terminate this Contract by the delivery of written notice to 7N within 5 business days after the New Response Deadline. The Town's failure to deliver written notice terminating this Contract within said 5 business day period shall be deemed a waiver of the Town's right to terminate this Contract pursuant to this Section with respect to the applicable New Title Document Matter.

(iii) Notwithstanding any other provision of this Contract, 7N shall, at or before Closing: (i) deliver to the Title Company an affidavit and other documents sufficient for the Title Company to delete standard printed exceptions and provide extended title coverage with respect to mechanics' and material liens arising by, through or under 7N, parties in possession (except for rights of tenants under any leases); (ii) remove of record all monetary liens burdening any portion of the 7N Property, including mechanic's liens, judgment liens, liens for assessments, inchoate liens, delinquent tax liens and loans secured by mortgages or deed of trusts created by, through, or under 7N (except a lien for real property taxes and assessments that are not due and payable as or before Closing); and (iii) pay all real property taxes and assessments with respect to the 7N Property (except for those taxes and assessment for the year of Closing that are not then due and payable).

(b) 7N Title Review. 7N may perform such title review with respect to the Town Mineral Property as it may determine in its discretion and 7N shall be solely responsible for obtaining and paying any and all costs or fees related to such title review.

8. **Representations and Warranties**.

(a) Town's Representations and Warranties. The Town makes the following representations and warranties to 7N, as of the Effective Date and as of the Closing Date. The Town shall promptly notify 7N of any event or circumstance of which the Town obtains knowledge subsequent to the Effective Date and which makes any of the Town's representations or warranties untrue or misleading in any material respect.

(i) To the Town's actual knowledge, the Town has not received written notice of litigation pending or threatened, which in any manner adversely affects the Town Mineral Property;

(ii) To the Town's actual knowledge, the Town has not received written notice of pending or threatened proceedings for condemnation by any authority having that right or power, nor are there any pending or threatened eminent domain proceedings of which the Town Mineral Property is the object;

(iii) Except for any matter that was previously cured, to the Town's actual knowledge, the Town has not received any written notice, demand, or deficiency comment from any federal, state, county or municipal government or any agency thereof with regard to the Town Mineral Property;

(iv) The Town has full power and lawful authority to enter into this Contract, and has full power and lawful authority to carry out the terms and provisions of this Contract and to execute and deliver all documents which are contemplated by this Contract and all actions of the Town necessary to confer such power and authority upon the persons executing this Contract and all documents which are contemplated by this Contract on behalf of the Town have been taken; and

(v) Except for any matters of record in the applicable real property records, the Town has not entered into any leases, contracts, rights of first refusal, rights of first

offer, purchase agreements, or option agreements with any third party with respect to the Town Mineral Property that are in effect as of the Effective Date, nor has any other right, title, or interest in or to such property been granted to any third party.

(b) 7N's Extraction's and SM Energy's Representations and Warranties. 7N, Extraction and SM Energy make the following representations and warranties to the Town, as of the Effective Date and as of the Closing Date. They shall promptly notify the Town of any event or circumstance of which 7N, Extraction or SM Energy obtain knowledge subsequent to the Effective Date and which makes any of 7N's representations or warranties untrue or misleading in any material respect.

(i) To 7N's actual knowledge, 7N has not received written notice of litigation pending or threatened, which in any manner adversely affects the 7N Property;

(ii) To 7N's actual knowledge, 7N has not received written notice of pending or threatened proceedings for condemnation by any authority having that right or power, nor are there any pending or threatened eminent domain proceedings of which the 7N Property is the object other than those matters disclosed in Schedule 8(b)(ii) attached hereto;

(iii) Except for any matter that was previously cured or that was disclosed as part of the 7N Materials, to 7N's actual knowledge, 7N has not received any written notice, demand, or deficiency comment from any mortgagee or from any federal, state, county or municipal government or any agency thereof regarding a violation with respect to the 7N Property, including notices of any violation of environmental laws or any pending investigation by the Colorado Department of Public Health & Environment or the U.S. Environmental Protection Agency, notices of violation from ECMC;

(iv) 7N, Extraction and SM Energy have the full right, power, and authority to enter into this Contract and to perform all the respective terms and provisions hereof applicable thereto;

(v) Except for the rights of the lessee under that certain Ground Lease dated June 23, 2023 between 7N and Lamborn Landscape and Tree Care, LLC (the "Ground Lease") or any matters of record in the applicable real property records, 7N has not entered into any other leases, contracts, rights of first refusal, rights of first offer, purchase agreements, or option agreements, with any third party with respect to the 7N Property that are in effect as of the Effective Date, nor has any other right, title, or interest in or to such property been granted to any third party; and

(vi) With respect to the 7N Property, (a) all general taxes due and payable with respect to calendar years prior to the year of the Closing shall have been paid on or prior to the Closing and (b) all assessments due prior to the Closing shall have been paid on or prior to the Closing. To 7N's actual knowledge, no public improvement

directly concerning the 7N Property that has been ordered to be made and which has not heretofore been completed, assessed and paid for.

9. **Conditions to Closing for benefit of the Town**. The Closing and, specifically, the obligations of the Town to acquire from 7N the 7N Property and to convey to 7N the Town Mineral Property, are contingent and conditional upon each of the following:

(a) 7N's delivery to the Title Company of the items listed in Section 12(b);

(b) The Representations and Warranties of 7N shall be materially true and correct as of Closing; and

(c) 7N shall cause the Ground Lease to be terminated on or before the Closing Date and possession of the 7N Property shall be delivered to the Town free and clear of all liens, encumbrances, tenancies and other occupancies (including the Ground Lease), other than the Permitted Exceptions;

(d) At the Town's election and expense, the Town shall receive from the Title Company a current ALTA owner's form of title insurance policy, or irrevocable and unconditional binder to issue the same, with extended coverage for the 7N Property, insuring, or committing to insure, the Town's good and marketable title in fee simple to the 7N Property as of the Closing Date, and otherwise in such form and with such endorsements as provided for under this Contract subject to the Permitted Exceptions (the "Title Policy"); and

(e) 7N shall have otherwise performed its respective obligations under this Contract which are required to be performed prior to the Closing Date.

10. **Conditions to Closing for benefit of 7N**. The Closing and, specifically, the obligations of 7N to acquire from the Town the Town Mineral Property and to convey the Town the 7N Property, are contingent and conditional upon each of the following (which can be expressly waived in writing by 7N):

(a) The Town's delivery to the Title Company of the items listed in Section12(a);

(b) The Representations and Warranties of the Town shall be materially true and correct as of Closing;

(c) The Town shall have otherwise performed its respective obligations under this Contract which are required to be performed prior to the Closing Date.

11. **Remedies for Failure of a Closing Condition**. If any of the closing conditions set forth in Section 9 or Section 10 above are not satisfied on or before the Closing Date (as the same may be extended), then the Exchange Party which is entitled to the benefit of such closing condition (whether the Town or 7N) shall, at its election, and as its sole and exclusive remedy, either (a) proceed to the Closing and waive in writing the satisfaction of any such conditions, or (b) terminate this Contract in which event, this Contract shall be of no further force and effect the Parties shall have no further obligations hereunder except the Surviving Provisions (defined

below). If the failure of any condition precedent to (i) the 7N's obligations set forth in Section 9 or (ii) the Town's obligations set forth in Section 10 arises as a result of a default by the Defaulting Party (as defined below), the Enforcing Party (as defined below) shall have the remedies available to the Enforcing Party set forth in Section 17 of this Contract.

12. **Closing Deliverables**.

(a) At or prior to Closing, the Town shall deliver the following to the Title Company:

(i) The Town's portion of the Closing Costs as allocated pursuant to Section 14 below;

(ii) The Town Deed;

(iii) A Bill of Sale and General Assignment in the form attached hereto as **Exhibit F** ("Bill of Sale");

(iv) An executed Access Easement (as defined in Section 15 below);

(v) An executed counterpart of the Agreement Regarding Draco Pad (as defined in Section 16 below);

(vi) Form DR-1083;

(vii) Form TD-1000 with respect to the 7N Property; and

(viii) Such other instruments and documents as may be reasonably required in order to carry out the purposes of this Contract including, without limitation, any instruments or documents reasonably required by the Title Company.

(b) At or prior to Closing, 7N shall deliver the following to the Title Company:

(i) 7N's portion of the Closing Costs as allocated pursuant to Section 14 below;

(ii) The 7N Deed;

(iii) The Additional Funds;

(iv) An executed counterpart of the Bill of Sale;

(v) An executed counterpart of the Agreement Regarding Draco Pad as executed by the Operator;

(vi) A certificate from 7N certifying the information required by Section 1445 of the Code and the regulations issued thereunder to establish, for the purposes of avoiding tax withholding obligations, that 7N is not a "foreign person" as defined in Internal Revenue Code 1445(f)(3) (the "FIRPTA Certificate");

(vii) Form DR-1083; and

(viii) Such other instruments and documents as may be reasonably required in order to carry out the purposes of this Contract including, without limitation, any instruments or documents reasonably required by the Title Company.

(c) The Exchange Parties shall instruct Title Company to close escrow on the Closing Date by:

(i) Authorizing the recordation of all documents as may be necessary to clear title in accordance with the requirements of this Contract;

(ii) Without limiting the foregoing, authorizing the recordation of the Town Deed, the 7N Deed and the Access Easement (the "Recorded Documents");

(iii) Paying all closing costs and making all prorations in accordance with Section 14 and a certified closing statement of adjustments and prorations prepared by Title Company and approved by the Exchange Parties prior to the Closing (each a "Closing Statement", collectively, the "Closing Statements");

(iv) Delivering or being unconditionally committed to deliver to the Town: the Title Policy, if applicable; the Title Company's certified Closing Statements; if available, a copy of the recorded documents; and an original or copy of each the Bill of Sale, the FIRPTA Certificate, and copies of all other Town documents delivered to Title Company; and

(v) Delivering to 7N: (i) Title Company's certified Closing Statement; (ii) if available, a copy of the recorded documents; and (iii) an original of each of the Bill of Sale and copies of all other 7N documents delivered to Title Company.

13. **Closing Date**. The consummation and effectuation of the conveyance of the 7N Property and Town Mineral Property (the "Closing") shall occur upon the earlier of (i) the date that is 15 business days after the end of the Inspection Period (as may be extended pursuant to Section 5(a) above), or (ii) such earlier date as the Exchange Parties may agree (the "Closing Date"). The Closing shall take place through an escrow with Title Company, whereby 7N, the Town and their attorneys need not be physically present at the Closing and may deliver documents by overnight air courier or other means permitted hereunder.

14. **Closing Costs and Prorations**.

(a) The Exchange Parties shall cooperate to produce no later than 3 business days prior to the Closing a schedule of prorations which is as complete and accurate as reasonably possible, which shall be considered final and not subject to re-proration following Closing. The effective time for making the prorations contemplated by this Contract shall be 11:59 p.m. on the day immediately preceding the day of Closing. If either Exchange Party receives any revenues to which it is not entitled pursuant to this Section 14, said Exchange Party shall promptly forward such amounts to the other Exchange Party

(b) Real property taxes and general and special assessments, if any, with respect to the 7N Property and the Town Mineral Property shall be prorated as of the Closing Date. If real property taxes and general assessments are not known for the current year, the most recent available information shall be used to calculate the prorated portions; provided, however, special assessments for the year of Closing, if any, shall be paid at Closing.

(c) The costs associated with the Closing (the "Closing Costs") shall be allocated between the Exchange Parties as follows. Any Closing Costs not specifically addressed below shall be allocated among 7N and the Town as is customary in connection with commercial real estate transactions in the county where the 7N Property is located.

	CLOSING COSTS:	RESPONSIBLE PARTY:
(i)	Escrow fee charged by the Title Company	One-half to be paid by each Exchange Party
(ii)	any premium for the Title Policy including any additional premium and other charges by Title Company for any endorsements requested by the Town, except for a such endorsements that 7N has agreed in writing to pay, if any	Town
(iii)	Tax certificates	One-half to be paid by each Exchange Party
(iv)	The additional premium and other charges by Title Company for such endorsements that 7N has agreed in writing to pay, if any	7N
(v)	The recording costs for the Transaction	One-half to be paid by each Exchange Party
(vi)	The cost of any updated or new survey	Town
(vii)	Any local and state excise or transfer taxes imposed as a result of the sale of any personal property (tangible and intangible) applicable to the 7N Property	7N
(viii)	Any documentary fees imposed as a result of the sale of the 7N Property	Town
(ix)	Any documentary fees imposed as a result of the sale of the Town Mineral Property	7N
(x)	Attorneys' fees	Each Exchange Party shall pay its own attorneys' fees.

(d) Unless otherwise stated herein, there shall be no proration of each Exchange Party's insurance premiums or assignment of each Exchange Party's insurance policies, and each

Exchange Party shall obtain any insurance coverage deemed necessary or appropriate by such Exchange Party for the 7N Property or Town Mineral Property (as applicable). If applicable, 7N shall cause all utility meters, if any, to be read as of the Closing Date, and 7N agrees to pay at the Closing all utility bills and charges, if any, accruing up to and including the Closing Date for the 7N Property.

15. **Post-Closing 7N Access**. The Town acknowledges and agrees that the each of the three parcels comprising the 7N Property includes and is subject to the continued operation of oil and gas production facilities operated by 7N, Extraction and their respective affiliates and successors-in-interest including those related to the 7N Property Infrastructure. The Town agrees that 7N, Extraction and their authorized respective affiliates and successors-in-interest shall have continued access to the 7N Property subject to the applicable leases and use agreements as well as the terms of the Agreement Regarding Draco Pad.

16. **Operator Agreement**. At the Closing, 7N and Extraction (collectively, "Operator") and the Town shall execute and deliver counterparts of an operator agreement substantially in the form attached hereto as **Exhibit G** (the "Agreement Regarding Draco Pad").

17. **Default and Remedies**.

(a) A Party shall be in default hereunder if such Party (the "Defaulting Party") fails to cure its breach of a covenant or obligation made or undertaken by the Defaulting Party hereunder within 30 days after the Defaulting Party's receipt from the other Exchange Party (the "Enforcing Party") of a reasonably detailed written notice specifying such breach (the "Breach Notice") delivered to the Defaulting Party; provided, however, that if the nature of the breach of a covenant or obligation by the Defaulting Party is such that more than 30 days are reasonably required to cure, then such default shall be deemed to have been cured if the Defaulting Party commences such performance within said 30-day period and thereafter diligently and continuously completes the required action within a reasonable time given the circumstances. If the Defaulting Party fails to cure the breach within such 30-day time period (as may be extended by the immediately preceding sentence) and the Closing does not occur by reason of such default, then the Enforcing Party may, as their sole and exclusive remedy may terminate this Contract by written notice to the Defaulting Party, in which, event except as set forth in Section 17(b) with respect to a breach of the Defaulting Party's representations and warranties or Section 19 with respect to brokers, the Enforcing Party shall not have the right to pursue any action for damages. Notwithstanding the foregoing, the 30-day notice and cure period provided for under this Section shall not apply to 7N and Extraction's rights and remedies pursuant to Section 41 below.

(b) The representations and warranties set forth in Section 8 above (collectively, the "Representations and Warranties", and each a "Representation and Warranty") are expressly limited to exclude any information contained in either the 7N Materials or the Town Materials, as applicable, to the extent such materials were actually provided by the disclosing party to the non-disclosing party. The Representations and Warranties and any other covenants or obligations which expressly survive Closing or the earlier termination of this Contract (collectively, "Surviving Provisions") shall survive Closing or such termination (as applicable) for a period of 12 months after the Closing Date or the date of such termination (as applicable) (the "Survival Period"). 7N or the Town may pursue a claim for any loss, costs, damages, expenses,

obligations incurred as a result of a breach of a Representation and Warranty by the other Exchange Party, provided that 7N or the Town (as applicable) notifies the other in writing of such matter on or before the expiration of the Survival Period. All suits or actions for breach of any Surviving Provisions shall be brought within the Survival Period, or shall forever be barred.

(c) With respect to any default of 7N under this Contract, the Town shall be entitled to pursue any remedy against 7N available to the Town under this Contract against either of Extraction or SM Energy. Extraction and SM Energy have executed the signature block below the signature block of 7N for purposes of agreeing to be jointly and severally liable for any such remedy of the Town with respect to a default of 7N under this Contract.

(d) IN NO EVENT SHALL THE ENFORCING PARTY SEEK OR BE ENTITLED TO RECOVER ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, SPECULATIVE OR INDIRECT DAMAGES, ALL OF WHICH THE PARTIES SPECIFICALLY WAIVE, FROM THE DEFAULTING PARTY FOR ANY BREACH BY THE DEFAULTING PARTY, OF ITS REPRESENTATIONS, WARRANTIES, COVENANTS, OR ITS OBLIGATIONS UNDER THIS CONTRACT.

18. **Disclaimers; Releases**.

(a) Disclaimers.

(i) The Town and 7N each acknowledge and agree (in such capacity, the "Disclaiming Party") that, except as expressly contained in this Contract, the deeds, and other documents delivered at Closing, neither Exchange Party (as applicable), nor anyone acting for or on behalf of such Exchange Parties (the "Conveying Party"), has made any representation, statement, warranty or promise to the Disclaiming Party concerning the physical aspects and condition of the 7N Property or the Town Mineral Property (as applicable), the feasibility, desirability, or adaptability thereof for any particular use, or the projected income or expenses for the 7N Property or the Town Mineral Property (as applicable). Except as expressly set forth in this Contract, the deeds, or any other closing documents, the Conveying Party has not made any warranty or representation, express or implied as to the merchantability, quantity, quality, physical condition or operation of the respective properties, zoning, the suitability or fitness of the 7N Property or the Town Mineral Property (as applicable) or any improvements thereon for any specific or general use or purpose, the availability of water, sewer or other utility service, or any other matter affecting or relating to the 7N Property or the Town Mineral Property (as applicable), the development or use thereof including but not limited to, compliance with any environmental laws. The Disclaiming Party is not relying on any statement or representations made by the Conveying Party not embodied herein, in the deeds or other documents delivered at Closing. The Disclaiming Party acknowledges that the provisions of this Contract for inspection and investigation are adequate to enable the Disclaiming Party to make its own determination with respect to merchantability, quantity, quality, physical condition or operation of the 7N Property or the Town Mineral Property (as applicable), zoning, suitability or fitness of the 7N Property or the Town Mineral Property (as applicable) or any

improvements thereon, for any specific or general use or purpose, the availability of water, sewer or other utility service or any other matter affecting or relating to the 7N Property or the Town Mineral Property (as applicable), the development or use thereof, including without limitation, compliance with any Environmental Laws.

(ii) In particular, but without in any way limiting the foregoing, the Disclaiming Party hereby releases the Conveying Party from any and all responsibility, liability, and claims for or arising out of the presence on or about the 7N Property or the Town Mineral Property (as applicable) (including in the soil, air, structures, and surface and subsurface water) of materials, wastes or substances that are or become regulated under or that are or become classified as Hazardous Materials, including without limitation, petroleum, oil, gasoline or other petroleum products, byproducts or waste; provided that the Town's release pursuant to this Section 18(a)(ii) is subject to 7N's indemnification obligations under Section 28.

(iii) The Disclaiming Party is acquiring the 7N Property or the Town Mineral Property (as applicable) based on its own inspection and examination thereof, in a "AS-IS", "WHERE IS" condition and basis with all faults. The Disclaiming Party hereby waives and disclaim all warranties of any type or kind whatsoever with respect to the 7N Property or the Town Mineral Property (as applicable) (except as expressly contained herein or in the conveyance deeds, or any other documents delivered at Closing), express or implied, including, by way of description but not limitation, those of fitness for a particular purpose, tenantability, habitability, or use.

(b) Release. Except with respect to any claims arising out of any breach of covenants, or Representations and Warranties made in this Contract or any covenant that survives Closing, each Exchange Party, for itself and its agents, affiliates, successors and assigns, releases and forever discharges the other Exchange Party and their successors and assigns from any and all rights, claims and demands at law or in equity, whether known or unknown at the time of this Contract, which such Exchange Party has or may have in the future, arising out of the physical, environmental, economic, or legal condition of the respective property. Each Exchange Party specifically acknowledges that the provisions of this Section 18(b) are a material part of this Contract.

(c) Materials and Third Party Reports. The Town and 7N, Extraction and SM Energy each acknowledge and agree (in such capacity, the "Receiving Party") that, except as expressly contained in this Contract, the deeds, and other documents delivered at Closing, neither 7N nor the Town (as applicable), nor anyone acting for or on behalf of such Parties (7N and the Town in such capacity, together with anyone acting on such Exchange Party's behalf, are referred to herein as the "Delivering Party") makes or has made any representation or warranty to such Receiving Party as to the accuracy or completeness of the Delivering Party's Materials (as applicable) and that the Delivering Party has not and will not make any attempt to verify the data contained in the subject Materials.

(d) No Waiver of Indemnification. The Parties agree that none of the foregoing releases and disclaimers will limit the indemnification obligations provided for under Section 28 of this Contract.

19. **Commissions**. The Parties represent and warrant to each other that, other than Matthew Owens of Alameda Mineral Advisors, LLC (the "Town's Broker"), there are no finders, real estate brokers, salesmen, or other persons entitled to claim a commission or fee in relation to this transaction. 7N and Town (or others on such Party's behalf) each hereby agree to hold the other harmless from any claim arising out of the acts of such party for a commission, finder's fee, or similar compensation made by any broker, finder, or any party who claims to have dealt with such Party. The Town shall be solely responsible for the payment of any commission, finder's fee, or similar compensation due to Town's Broker. Each Party shall be solely responsible for the payment of any commission, finder's fee, or similar compensation due to any broker or finder claiming through such Party. The obligations, representations, warranties, and indemnity obligations contained in this Section 19 shall survive the Closing or the earlier termination of this Contract.

20. **Further Assurances**. Each Party agrees that at the request of the other Party it will at any time hereafter make such further assurances and execute or cause to be executed such further instruments as may be reasonably requested by the other Party in order that this Contract may be fully performed in accordance with its intent and provisions, provided that the requesting Party is responsible for any associated costs.

21. **Governing Law and Venue**. This Contract shall be governed by and construed in accordance with the laws of the State of Colorado without reference to conflicts of laws provisions, and any legal action concerning the provisions hereof or relating to or arising out of this Agreement shall be brought in Boulder County, Colorado.

22. **Captions**. Article and section headings used in this Contract are for convenience or reference only and shall not affect the construction of any provision of this Contract.

23. **Recording**. The Parties hereby covenant and agree that no Party may record this Contract or a memorandum of this Contract without the other all of the other Parties' prior written consent (such consent in the other Party's sole discretion).

24. **Exhibits**. All exhibits referred to herein and attached hereto are hereby incorporated herein by this reference.

25. **Assignment**. No Exchange Party shall have the right to assign this Contract or any of its rights or obligations hereunder to any persons, corporations, or other entity without the written approval of the other Exchange Party. Notwithstanding the immediately preceding sentence, it is understood and agreed that 7N may, without the consent of the Town (but with prior written notice to the Town): (a) designate an affiliated grantee for the Town Deed as provided for under Section 1 above; and (b) assign its rights and obligations under this Contract to: (i) any entity directly or indirectly owned or controlled by 7N, (ii) any entity directly or indirectly controlling, controlled by or under common control with 7N, or (iii) a successor by merger or acquisition (each a "7N Affiliate") provided that such 7N Affiliate assumes 7N's obligations under this Contract.

No assignment of this Contract or either Exchange Party's rights hereunder shall relieve the originally named Exchange Party of its liabilities under this Contract with respect to matters arising prior to such assignment unless agreed by the Exchange Parties in writing.

26. **Notices**. Notices. All written notices required to be given pursuant to the terms of this Contract shall be: (a) personally delivered; (b) deposited in the United States mail, registered or certified return receipt requested, postage prepaid; or (c) sent for next Business Day delivery by Federal Express or similar nationally recognized overnight courier service and addressed as follows:

To 7N, SM Energy: or Extraction	7N, LLC c/o SM Energy 555 17th Street, Suite 3700 Denver, CO 80202 Attn: Land Department Email: SurfaceLand@civiresources.com
copy to:	Brownstein Hyatt Farber Schreck, LLP 675 15th Street, Suite 2900 Denver, CO 80202 Attn: Andrew Meyers Email: ameyers@bhfs.com
To Town:	Town Manager Town of Erie 645 Holbrook Street Erie, CO 80516 Attn: Meredyth Muth Email: mmuth@erieco.gov
copy to:	Town Attorney Town of Erie 645 Holbrook Street Erie, CO 80516 Attn: Breena Meng Email: bmeng@erieco.gov

The foregoing addresses may be changed from time to time by written notice. Notices shall be deemed received upon the earlier of actual receipt or delivery (or refusal to accept delivery), 3 business days following sending pursuant to clause (b) as provided above, or on the day of delivery pursuant to clause (c) above.

27. **Damage, Destruction, or Condemnation**.

(a) If the 7N Property is damaged by fire, flood, earthquake, or other casualty prior to the Closing, the Town may terminate this Contract by giving written notice of termination

to 7N within 5 business days after knowledge of the damage, or the Town may proceed with Closing.

(b) If 7N becomes aware that all or any portion of the 7N Property may be taken by eminent domain or transferred by a deed in lieu of condemnation prior to Closing, 7N shall immediately notify the Town in writing of the same (the "Eminent Domain Notice") and the Town must elect, as its sole and exclusive remedy, to either: (i) terminate this Contract by giving written notice of termination to 7N within 5 business days after receipt of the Eminent Domain Notice, in which event neither Exchange Party shall have any further rights or obligations under this Contract, except those that expressly survive termination; or (ii) proceed with the Closing as set forth herein and accept title to the 7N Property subject to the taking or proceeding together with an assignment of all of 7N's rights and interests in and to any proceeds or compensation which may remain unpaid to 7N in connection with such taking or proceeding. If the Town fails to timely give notice of its election pursuant to this Section, the Town shall be deemed to have elected to proceed under clause (ii) above.

28. **7N Property Hazardous Materials**.

(a) 7N, Extraction and SM Energy shall be responsible for and shall protect, defend, indemnify and hold the Town harmless from and against any and all claims, judgments, losses, damages, costs, expenses, penalties, enforcement actions, taxes, fines, remedial actions, clean up costs, liabilities (including actual attorney fees and consultant fees) including sums paid in settlement of claims to the extent the same arise out of or attributable to the presence, use, generation, manufacture, treatment, handling, refining, production, processing, storage, exacerbation or Release of Hazardous Materials from 7N's, Extraction's or SM Energy's use or operations of the existing oil and gas facilities located at the 7N Property. The foregoing indemnity obligation will survive the Closing for a period of 12 months after the Closing Date.

(b) Notwithstanding anything to the contrary, 7N's indemnity of the Town as set forth in Section 28(a), above, shall not be applicable to: (i) claims based upon Hazardous Materials introduced from and after the Closing Date by the agents, contractors, consultants, engineers, surveyors or employees of the Town, or (ii) claims based upon Hazardous Materials introduced by the Town's Consultants prior to the Closing Date ("Existing Hazardous Materials").

(c) For purposes of this Agreement, "Hazardous Materials" means all flammable explosives, petroleum and petroleum products, waste oil, pollutants, contaminants, hazardous wastes, toxic substances or related materials, including any chemical, element, compound, mixture, solution, substance, object, waste or any combination thereof, which is or may be hazardous to human health, safety or to the environment due to its radioactivity, ignitability, corrosiveness, reactivity, explosiveness, toxicity, carcinogenicity, infectiousness or other harmful or potentially harmful properties or effects, or defined as, regulated as or included in, the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any Environmental Laws. For purposes of this Agreement, "Release" or "Released" or "Releases" shall mean any release, deposit, discharge, emission, leaking, spilling, seeping, migrating, injecting, pumping, pouring, emptying, escaping, dumping, disposing, or other movement of Hazardous Materials into the environment.

29. **Computation of Time**. The time in which any act under this Contract is to be completed shall be computed by excluding the first day and including the last day. If the last day of any time period stated herein shall fall on a Saturday, Sunday, or federal or state legal holiday, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or federal or state legal holiday. Unless preceded by the word "business", the word "day" shall mean a calendar day.

30. **Compliance with Laws**. During the course of complying with the provisions contained herein, the Parties agree to comply with all applicable laws (including without limitation federal, state, and local laws), rules, regulations, and codes.

31. **Severability**. In the event that any paragraph or portion of the Contract is determined to be unconstitutional, unenforceable, or invalid, such paragraph or portion of this Contract shall be stricken from and construed for all purposes not to constitute a part of this Contract, and the remaining portion of this Contract shall remain in full force and effect and shall, for all purposes, constitute this entire Contract.

32. **Construction of Contract**. The Parties each acknowledge that they have had the benefit of independent counsel with regard to this Contract and that this Contract has been prepared as a result of the joint efforts of all Parties and their respective counsel. Accordingly, all Parties agree that the provisions of this Contract shall not be construed or interpreted for or against any Party based upon authorship.

33. **Counterparts; Electronic Signatures**. This Contract may be executed in counterparts and shall constitute an agreement binding on all Parties notwithstanding that all Parties are not signatories to the original or the same counterpart provided that all Parties are furnished a copy or copies thereof reflecting the signature of all Parties. Additionally, this Contract may be executed using a digital image (including without limitation an image in the form of a PDF, JPEG, GIF file, DocuSign, SignNow, or other e-signature), and the same shall be deemed as a true and correct original.

34. **New Encumbrances Against Property**. No Exchange Party will cause or permit any mortgage, deed of trust, lien, encumbrance, covenant, condition, restriction, assessment, easement, right-of-way, obligation, encroachment, or liability whatsoever, to be placed of record with respect to either the 7N Property or Town Mineral Property prior to the Closing without the prior written consent of the other Exchange Party (such consent in the other Exchange Party's sole discretion).

35. **Confidentiality**. The Parties shall hold and cause their respective representatives to hold in confidence all data and information obtained with respect to the other Parties' property and its ownership, operation and management, whether obtained before or after the execution and delivery of this Contract, and shall not use such data or information for purposes unrelated to this Contract or disclose the same to others. Each Party may disclose the foregoing confidential information: (a) as required by law, (b) to consummate the terms of this Contract, or any financing relating thereto, or (c) to each Party's lenders, attorneys, consultants, employees, and accountants. The Town's compliance with this Section 35 is subject in all respects to applicable law, and

specifically the Colorado Open Records Act, C.R.S. § 24-72-200.1, *et seq*. and the Colorado Open Meetings Law, C.R.S. § 24-6-401, *et seq*.

36. **Benefit of Agreement**. This Contract shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors, and permitted assigns.

37. **1031 Exchange**. 7N shall have the option to dispose of the 7N Property through a tax deferred exchange which qualifies for non-recognition of gain under Section 1031 of the Internal Revenue Code of 1986, as amended. The Town shall cooperate with 7N in attempting to effectuate such exchange by executing an assignment or acknowledgement of assignment as may be required for such an exchange, provided that: (a) the Town shall not incur any additional liability in connection with an exchange for the benefit of 7N; (b) the Town shall not be obligated to take title to any real property (other than the 7N Property); (c) 7N shall remain liable for any obligations under this Contract that survive the Closing; and (d) any additional costs and charges directly attributable to the exchange that are incurred by the Town shall be paid for by 7N at or prior to Closing.

38. **Entire Agreement; Amendments**. This Contract embodies the entire agreement between the Parties concerning the subject matter of this Contract and supersedes all prior conversations, proposals, negotiations, understandings and contracts, whether written or oral. This Contract shall not be amended, altered, changed, modified, supplemented, or rescinded in any manner except by a written contract executed by all of the Parties.

39. **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.

40. **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.

41. **Termination**.

(a) If either of the following occurs any time prior to commencement of production of wells as set forth in the approved Draco OGDP, 7N may, in its discretion, terminate this Contract by written notice to the Town, in which case all Parties shall be relieved of their obligations hereunder (except for the obligations set forth in Section 41(b) below).

(i) The Town takes formal action to object to the Draco Pad. For purposes of this Section, "formal action to object to the Draco Pad" means a vote or other official action of the Erie Town Council that authorizes or directs Town staff (or any party otherwise authorized to take action on behalf of the Town) to take a position contrary to the approved Draco OGDP, as amended in an amendment approved by the ECMC, including objection to any associated pooling and spacing consistent with the approved Draco OGDP.

(ii) Any of the transactions contemplated under this Contract are overturned by the Town's electorate or any other party found to have standing, or found by a court of competent jurisdiction to be *ultra vires* or invalid, and any appeals to such action are exhausted.

(b) If 7N terminates this Contract under this Section: (i) the Town will convey the 7N Property to 7N or its designee by special warranty deed referencing the property rights conveyed pursuant to the recorded 7N Deed; (ii) the Town will repay to 7N the Additional Funds and any Production Payments received by the Town pursuant to the Agreement Regarding Draco Pad; (iii) 7N will convey by quit claim deed any minerals conveyed pursuant to the Town Deed reserving to 7N any minerals previously held by 7N prior to the Closing by reference to the minerals conveyed pursuant to the recorded Town Deed; (iv) the Agreement Regarding Draco Pad will be deemed terminated; and (v) the Parties shall be released from all further obligations under this Contract and the Agreement Regarding Draco Pad except those that expressly survive termination.

(c) Nothing in this Section shall preclude individual action by any Town employee or elected official, acting in their personal capacity, to object to or otherwise challenge the Draco Pad, Draco Wells, or Draco OGDP, and all Parties acknowledge the rights of individuals, acting in the personal capacities, to object to or otherwise challenge the Draco Pad, Draco Wells and Draco OGDP.

(d) The terms of this Section 41 shall survive the Closing.

42. **Force Majeure**. When performance under this Agreement is prevented or delayed by an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightening, fire, storm, flood or other act of nature, pandemic, epidemic, explosion or injunctive order prohibiting performance by a Party (collectively, "Force Majeure"), no Party shall be in breach of this Agreement because of such Force Majeure. Any such Force Majeure shall be limited to the period of such prevention or delay, plus a reasonable time for operations to resume thereafter.

[*Remainder of page intentionally left blank signatures on following pages*]

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

THE TOWN:

TOWN OF ERIE, COLORADO,
a Colorado home rule municipal corporation

By: _____
Name: _____
Title: _____

Attest:

_____
Debbie Stamp, Town Clerk

[7N Signature Page Follows]

7N:

7N, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Representatives of SM Energy and Extraction have executed the signature blocks below for the purpose of agreeing to be jointly and severally liable for any such remedy of the Town with respect to a default of 7N or Extraction under Section 17(c), Section 18(c), Section 18(d) and Section 28 of this Contract.

Extraction:

EXTRACTION OIL & GAS, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

SM Energy:

SM ENERGY COMPANY,
a Delaware corporation

By: _____
Name: _____
Title: _____

[End of Signature Pages]

SUMMARY OF EXHIBITS:

EXHIBIT A-1	DESCRIPTION OF TOWN MINERAL PROPERTY - Draco Area of Interest Property
EXHIBIT A-2	DESCRIPTION OF TOWN MINERAL PROPERTY - Specified Parcels Property
EXHIBIT A-3	DESCRIPTION OF TOWN MINERAL PROPERTY - Disputed Minerals Property
EXHIBIT B	LEGAL DESCRIPTION OF 7N PROPERTY
EXHIBIT C	FORM OF TOWN DEED
EXHIBIT D	FORM OF 7N DEED
EXHIBIT E	7N PROPERTY INFRASTRUCTURE
EXHIBIT F	FORM OF BILL OF SALE AND GENERAL ASSIGNMENT
EXHIBIT G	FORM OF AGREEMENT REGARDING DRACO PAD
SCHEDULE 8(b)(ii)	DISCLOSED CONDEMNATION MATTERS WITH RESPECT TO 7N PROPERTY

EXHIBIT A-1

DESCRIPTION OF TOWN MINERAL PROPERTY - Draco Area of Interest Property

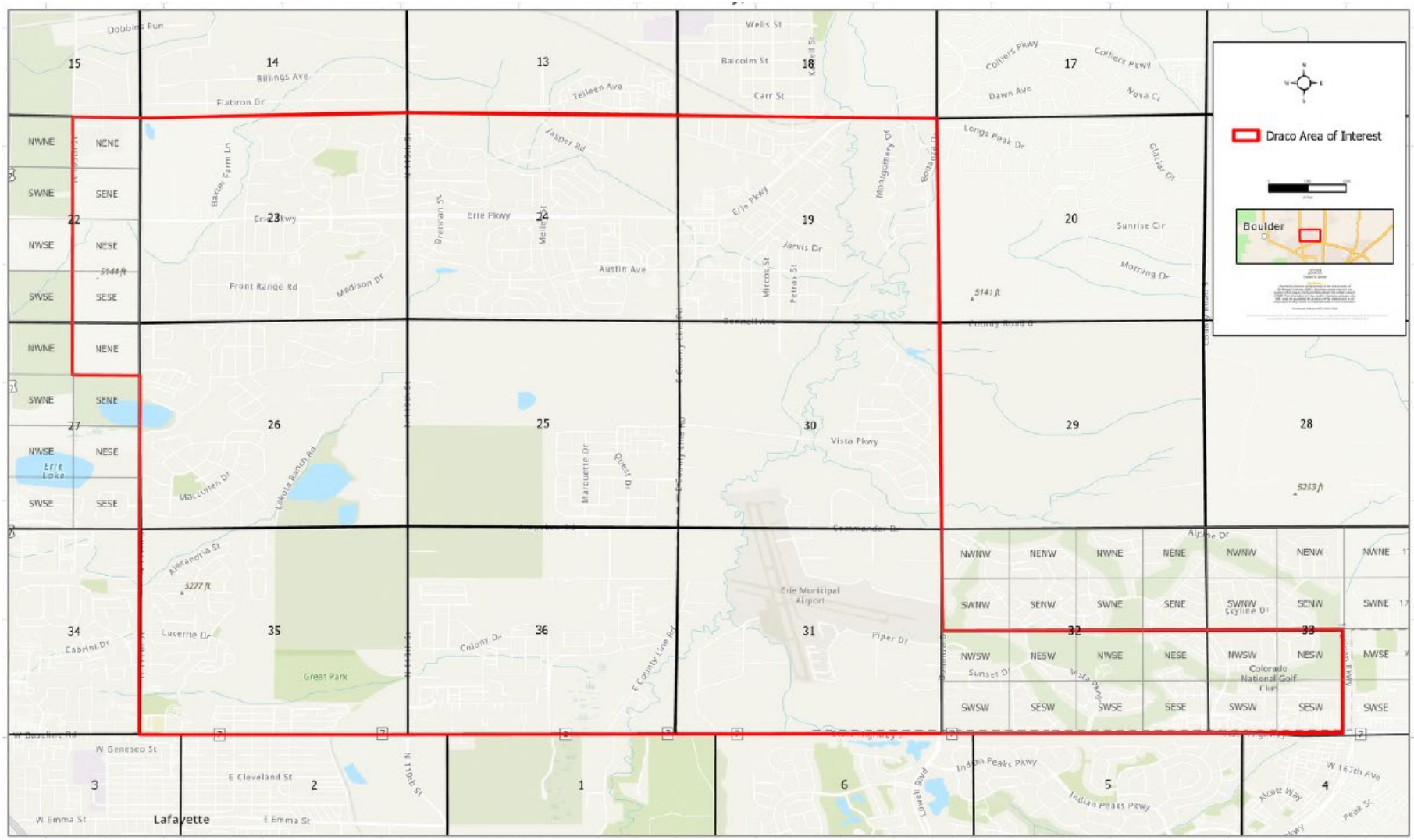


Exhibit A-1-1

EXHIBIT A-2

DESCRIPTION OF TOWN MINERAL PROPERTY - Specified Parcels Property

	Township	Range	Section	Tract Legal Description
2	1N	68W	30	Section 30: That portion of Tract A, together with adjacent street to the centerline of same, located in the NE/4 of Section 30, Township 1 North, Range 68 West, 6th P.M., Vista Pointe, Final Plat,Town of Erie, County of Weld, State of Colorado, recorded on February 27, 2002, at Reception No. 2928680 of the records of Weld County, Colorado.
3	1N	68W	30	Section 30: That portion of Tract A, together with adjacent street to the centerline of same, located in the SE/4 of Section 30, Township 1 North, Range 68 West, 6th P.M., Vista Pointe, Final Plat, Town of Erie, County of Weld, State of Colorado, recorded on February 27, 2002, at Reception No. 2928680 of the records of Weld County, Colorado.
4	1N	68W	30	Section 30: Tracts B, D, E, F, G, I, J, K, together with adjacent street to the centerline of same, located in the SE/4 of Section 30, Township 1 North, Range 68 West, 6th P.M., Vista Pointe, Final Plat, Town of Erie, County of Weld, State of Colorado, recorded on February 27, 2002, at Reception No. 2928680 of the records of Weld County, Colorado.
5	1N	68W	30	of said Section 30 being monumented by a No. 6 rebar with a 3-1/4" Alum. Cap LS No. 13258 and the southeast corner of said Section 30 being monumented by a No. 6 rebar with a 3-1/4" Alum. Cap LS No. 13258 having a bearing of S.89°57'19"E. Beginning at the southeast corner of said Section 30, thence N.89°57'19"W. along the south line of said SE/4 of Section 30 a distance of 2,596.18 feet to the south one-quarter corner of said Section 30, thence the following three courses: 1. N.00°57'19"W. along the westline of said SE/4 of Section 30 a distance of 30.0 feet; 2. S.89°57'19"E. parallel to and 30.0 feet northerly of the south line of said SE/4 of Section 30 a distance of 2,596.64 feet; 3. S.89°57'19"E. along the eastline of said SE/4 of Section 30 a distance of 30.0 feet to the point of beginning.
6	1N	69W	23	Section 23: That portion of the SW/4 of Section 23, Township 1 North, Range 69 West, 6th P.M., described as follows: Commencing at the West Quarter Corner of said Section 23 and considering the East-West Centerline of Section 23 to bear N 88°21'27" E to the East One-Sixteenth Corner (NE Corner, NW/4, SE/4) of said Section 23, with all bearings contained herein relative thereto; thence N 88°21'27" E 828.94 feet along the East-West Centerline of said Section 23; thence S 01°38'32" E 30.00 feet to the True Point of Beginning; thence S 01°38'33" E 150.00 feet; thence N 88°21'27" E 100.00 feet; thence N 01°38'33" W 150.00 feet; thence S 88°21'27" W 100.00 feet to the True Point of Beginning.
7	1N	69W	23	Section 23: Tracts A-K, Melody at Meadow Sweet Farm more particularly described by Plat recorded at Reception number 1501447
8	1N	69W	24	Section 24: A parcel of land lying in the SE/4NW/4 more particularly described in Warranty Deed recorded at Reception number 1534042
9	1N	69W	24	Section 24: The Westerly 40 feet of the Southerly 1369.50 feet of the NE/4 as described in Deed recorded at Reception number 1702634
10	1N	69W	24	Section 24: Tract A and Tracts C through G of Canyon Creek Subdivision Filing No. 5 more particularly described by Plat recorded at Reception number 2209650
11	1N	69W	26	Section 26: A parcel of land in the N/2NE/4 of Section 26, described as follows: beginning at a point on the Section line 990.6 feet West of the Northeast Corner of Section 26, thence South 47° 48' West, 342.59 feet; thence South 56° 18' West 370.32 feet; thence South 51° 12' East 82.56 feet; thence South 22° 12' East 151.18 feet; thence North 70° 00' West, 299.3 feet; thence North 55° 00' East 177 feet; thence North 56° 18' East, 374.88 feet; thence North 47° 48' East 321.4 feet; thence East 26.78 feet to the point of beginning; TOGETHER WITH a parcel of land in the N/2NE/4 of said Section 26 described by metes and bounds in Quitclaim Deed recorded at Reception No. 1728520 on September 5, 1997; insofar as the above parcels lie in the NW/4NE/4 of Section 26, LESS AND EXCEPT Tract 26-8

12	1N	69W	26	Section 26: A parcel of land in the N/2NE/4 of Section 26, described as follows: beginning at a point on the Section line 990.6 feet West of the Northeast Corner of Section 26, thence South 47° 48' West, 342.59 feet; thence South 56° 18' West 370.32 feet; thence South 51° 12' East 82.56 feet; thence South 22° 12' East 151.18 feet; thence North 70° 00' West, 299.3 feet; thence North 55° 00' East 177 feet; thence North 56° 18' East, 374.88 feet; thence North 47° 48' East 321.4 feet; thence East 26.78 feet to the point of beginning; TOGETHER WITH a parcel of land in the N/2NE/4 of said Section 26 described by metes and bounds in Quitclaim Deed recorded at Reception No. 1728520 on September 5, 1997; insofar as the above parcels lie in the NE/4NE/4 of Section 26
13	1N	69W	26	Section 26: A parcel of land in the NW/4NE/4 of Section 26, described by metes and bounds in Exhibit "A" to Special Warranty Deed recorded at Reception No. 1802492 on May 14, 1998
14	1N	69W	26	Section 26: A parcel of land in the NE/4NE/4 of Section 26, described by metes and bounds in Exhibit "A" to Special Warranty Deed recorded at Reception No. 1802492 on May 14, 1998
15	1N	69W	26	Section 26: Tract A of Rex Ranch Minor Subdivision, according to Plat recorded at Reception No. 2874660 on August 7, 2007, being a portion of the N/2NE/4 of Section 26, insofar as parcel lies in the NW/4NE/4 of Section 26
16	1N	69W	26	Section 26: Tract A of Rex Ranch Minor Subdivision, according to Plat recorded at Reception No. 2874660 on August 7, 2007, being a portion of the N/2NE/4 of Section 26, insofar as said parcel lies in the NE/4NE/4 of Section 26
17	1N	69W	22	Section 22: a parcel of land in the E2SE, described as follows: Beginning at the Northeast corner of said parcel, being the intersection of the South right-of-way Line Parkway and the West right-of-way of North 111th street; thence South 00°10'24" East, along said West right-of-way of North 111th Street, a distance of 20.87 feet to the beginning of a non-tangent curve concave Southwesterly having a radius of 25.17 feet, the radius point of said curve bears South 65°00'07" West; thence Northwesterly along said curve through a central angle of 62°38'10", an arc length of 27.51 feet; thence North 87°38'02" West, a distance of 183.86 feet to a point on said South right-of-way of Erie Parkway; thence South 89°39'28" East, along said South right-of-way, a distance of 205.41 feet to the point of beginning, described in that Warranty Deed recorded at Reception No. 3496310 in the
18	1N	69W	22	Section 22: a parcel of land located in the SENE, described as follows: Beginning at the East Quarter corner of said Section 22 from whence the west-center sixteenth corner of said Section 22 bears N89°22'55" West, a distance of 1335.10 feet; thence North 00°21'45" E a distance of 30.00 feet to a point on the North right-of-way line of Erie Parkway and Isabelle Road; thence North 89°22'55" West along said North line a distance of 986.64 feet to the true point of beginning; thence North 89°22'55" West continuing along said North line a distance of 318.55 feet to a point on the east right-of-way line of North 109th street; thence North 00°11'15" East along said East line a distance of 63.40 feet; thence South 34°15'44" East a distance of 48.49 feet; thence South 84°44'45" East a distance of 292.26 feet to the true point of beginning; containing 0.106 acres, more or less, and described in that Warranty Deed recorded July 18, 2013 at Reception No. 3328058 of the Boulder County Records
19	1N	69W	23	more particularly described as follows: Beginning at the Center Quarter Corner of said Section 23; thence N. 00°04'28" E. a distance of 30.01 feet to a point on the west line of said property at Reception N. 1820229; thence N. 88°23'43" E. parallel with the South line of said NE/4 of Section 23 a distance of 310.01 feet to the Southwest Corner of the Candlelight Ridge Subdivision; thence S. 00°08'38" E. a distance of 30.01 feet to a point on the South line of said NE/4 of Section 23; thence S. 88°23'43" W. along the South line of said NE/4 of Section 23 a distance of 310.13 feet to the point of beginning.
20	1N	69W	23	Section 23: Tracts A, B, C, and D Candlelight Ridge more particularly described by Plat recorded at Reception number 2075349
21	1N	69W	23	Section 23: Tracts A and G-I, Baxter Farm more particularly described by Plat recorded at Reception number 2005085

22	1N	69W	23	Section 23: A parcel of land being a portion of that parcel of lands described at Reception No. 3390434, situated in the NW/4 of Section 23, Township 1 North, Range 69 West, 6th P.M., being more particularly described as follows: Commencing at the West Quarter Corner of said Section 23, from whence the Center Quarter Corner of said Section bears N. 88°39'57" East, a distance of 2626.30 feet, and which all bearings herein are relative thereto; Thence North 00°21'45" East, along the West line of said NW/4 of Section 23, a distance of 30.01 feet to the Southwest Corner of said parcel described at Reception No. 3390434, being a point on the northerly right-of-way of Erie Parkway, also being the point of beginning; Thence North 00°21'45" East, continuing along said west line, a distance of 40.00 feet;
23	1N	69W	24	Section 24: That portion of the SW/4 being Tracts A, C, D and E of Canyon Creek Subdivision Filing No. 9, together with adjacent platted streets (including but not limited to Austin Avenue, North 119th Street, Weston Circle and McClure Way), to the centerline of the same, according to Plat dated August 22, 2001 and recorded at Reception No. 2192155
24	1N	69W	24	Section 24: That portion of the SW/4 being Tract F of Canyon Creek Subdivision Filing No. 9, according to Plat dated August 22, 2001 and recorded at Reception No. 2192155
25	1N	69W	24	Section 24: That portion of the SW/4 being All streets located within Canyon Creek Subdivision Filing No. 9 – 1st Amendment (including but not limited to Brennan Street, Brennan Circle and Brennan Place) more particularly described by Plat recorded at Reception number 3476276
26	1N	69W	24	A parcel of land being a portion of Lot 1, Canyon Creek Subdivision Filing No. 6, 1st Amendment, recorded at Reception No. 2978451, being located in the southeast quarter of the southeast quarter of Section 24, Township 1 North, Range 69 West of the 6th Principal Meridian, Town of Erie, County of Boulder, State of Colorado. Basis of bearings: The east line of the northeast quarter of the southeast quarter of Section 24, as monumented by a No. 6 rebar with a 2-inch aluminum cap in monument box, stamping illegible, at the south sixteenth corner of said Sections 19 and 24, and a No. 6 rebar with a 2-inch aluminum cap in monument box, stamping illegible, at the east quarter corner of said Section 24, is assumed to bear North 00°39'15" West, being a grid bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2007, a distance of 1326.26 feet, with all bearings contained herein relative thereto. Commencing at the south sixteenth corner of Sections 19 and 24; Thence South 51°42'27" West a distance of 85.33 feet to the north end of the east line of said Lot 1 and the point of beginning; Thence South 00°39'22" East on the east line of said Lot 1 a distance of 46.11 feet; Thence North 33°54'13" West a distance of 74.10 feet to the north line of said Lot 1; Thence on the north and northeasterly lines of said Lot 1 the following two (2) courses: South 89°33'17" East a distance of 25.30 feet; South 45°04'52" East a distance of 21.93 feet to the point of beginning. Said parcel containing 1,140 square feet, or 0.02 acres, more or less.
27	1N	69W	24	Section 24: Tracts A through H of Canyon Creek Subdivision Filing No. 3, together with adjacent platted streets (including but not limited to Hendee Court, Whiles Court, Bain Drive, Leyner Drive and Shuttleworth Drive), to the centerline of the same, together with all of Meller Street lying adjacent to Tracts A, B and D, according to Plat dated October 4, 1999 and recorded at Reception No. 1995367 and Replat 1 dated September 11, 2001 and recorded at Reception No. 2209651 on October 19, 2001, lying in the S/2

28	1N	69W	24	Section 24: Tracts A through F of Canyon Creek Subdivision Filing No. 4, together with adjacent platted streets (including but not limited to Westin Drive, Shuttleworth Drive and Austin Avenue), to the centerline of the same, together with all of Meller Street lying adjacent to Tracts B and D, according to Plat dated April 26, 2001 and recorded at Reception No. 2144250, lying in the S/2
29	1N	68W	32	0.3409 acres of land, more or less, being that parcel of land lying in the NW/4SW/4 in Section 32, T1N, R68W, 6th P.M., as more particularly described as being the Westerly 30 feet of the North 495 feet of the NW/4SW/4 in that Quit Claim Deed recorded April 28, 1997, under Reception No. 2545040.
30	1N	68W	32	8.6064 acres of land, more or less, being Tract 10B of Vista Ridge Master Final Plat recorded at Reception No. 2903870, lying in Section 32, T1N, R68W, 6th P.M., as more particularly described by the metes and bounds in that certain General Warranty Deed recorded June 20, 2001, under Reception No. 2859146.
31	1N	68W	32	1.7175 acres of land, more or less, of which 0.0416 are centerline presumption acres, being Tracts 21 and 22, Vista Ridge Master Final Plat, as shown on that certain Plat recorded November 28, 2001, under Reception No. 2903870, insofar and only insofar as it lies outside of the East 300 feet of the S/2SE/4 of Section 32, T1N, R68W, 6th P.M.
32	1N	68W	32	0.3441 acres of land, more or less, being Tracts 21 and 22, Vista Ridge Master Final Plat, as shown on that certain Plat recorded November 28, 2001, under Reception No. 2903870, insofar and only insofar as they lie within the East 300 feet of the S/2SE/4 of Section 32, T1N, R68W, 6th P.M.
33	1N	69W	36	0.26 acres of land, more or less, as described by the metes and bounds contained in that Warranty Deed dated April 14, 2010, recorded under Reception No. 03078479, located in Section 36, Township 1 North, Range 69 West, 6th P.M., Boulder County, Colorado.
34	1N	69W	36	0.9350 acres of land, more or less, being a tract of land as set forth in Warranty Deed recorded at Reception No. 3497939, as more particularly described therein, located in the NE/4NE/4, located in Section 36, Township 1 North, Range 69 West, 6th P.M., Boulder County, Colorado.
35	1N	69W	36	4.198 acres of land, more or less, being that part of the NE/4SE/4 east of Burlington Railroad right-of-way being Lots 12-16 and that part of the NE/4SE/4 east of Burlington Railroad right-of-way being all lots less and except Lots 1-9 east of Coal Creek per survey plat filed January 17, 1980 in Plat Book 3, Page 37, located in Section 36, Township 1 North, Range 69 West, 6th P.M., Boulder County, Colorado.

EXHIBIT A-3

DESCRIPTION OF TOWN MINERAL PROPERTY - Disputed Minerals Property

Any and all right Erie may have in the NW¼ of Section 24, Township 1 North, Range 68 West, 6th P.M., and as described Tracts A through M of Canyon Creek Filing No. 1 (the "*Disputed Minerals*"), and as described in the following instruments:

> Warranty Deed dated July 19, 1995, recorded at Reception No. 1533056 on July 24, 1995, between Erie Eight, Ltd., as grantor, and Johnson Development Company, as grantee.
>
> Special Warranty Deed dated June 28, 1996, recorded at Reception No. 1623847 on July 8, 1996, between Johnson Development Company, as grantor, and the Town of Erie, as grantee.

EXHIBIT B

LEGAL DESCRIPTION AND DEPICTION OF 7N PROPERTY

Legal Description:

PARCEL A

LOT 1, BLOCK 1, PHILLIPS SUBDIVISION, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO

TOGETHER WITH THAT PORTION CONVEYED IN DEED RECORDED APRIL 19, 2000 AT RECEPTION NO. 2762712

EXCEPT THOSE PORTIONS AS DESCRIBED IN DEEDS RECORDED NOVEMBER 26, 2007 AT RECEPTION NO. 3519423 AND JUNE 30, 2000 AT RECEPTION NO. 2778150 AND DECEMBER 28, 2015 AT RECEPTION NO. 4168234

PARCEL B

THAT PORTION OF THE SW 1/4 OF THE SW 1/4 OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO AS SET FORTH IN DEED RECORDED OCTOBER 1, 1993 AT RECEPTION NO. 2352772

TOGETHER WITH THAT PORTION CONVEYED IN DEED RECORDED APRIL 19, 2000 AT RECEPTION NO. 2762712

EXCEPT THOSE PARCELS DESCRIBED IN DEEDS RECORDED JUNE 30, 2000 AT RECEPTION NO. 2778151 AND JUNE 30, 2000 AT RECEPTION NO. 2778149 AND DECEMBER 28, 2015 AT RECEPTION NO. 4168233

ALSO EXCEPT THAT PORTION AS DESCRIBED IN DEED RECORDED NOVEMBER 26, 2007 AT RECEPTION NO. 3519423

PARCEL C

TRACT Al, FEUER SUBDIVISION FILTNG NO. 1, AMENDMENT NO. 1, COUNTY OF WELD, STATE OF COLORADO

EXHIBIT C

FORM OF TOWN DEED

After Recording Return To:

_____
_____
_____

BARGAIN AND SALE DEED
[Minerals]

This Bargain and Sale Deed (this "Deed") is dated as of the ____ day of _____, 202__, between the TOWN OF ERIE, COLORADO, a Colorado home rule municipal corporation ("Grantor"), whose address is 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 and _____, a _____ ("Grantee"), whose address is _____.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged by Grantor, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns forever, all the right, title, interest, claim and demand which Grantor has in and to all oil and gas and oil and gas rights, and other hydrocarbon substances, including but not limited to royalties and overwriting royalties of every kind and character (the "Mineral Rights"), located in, on, and under all of the real property described in Exhibit A (the "Real Property"); from the surface to the bottom of the Codell formation (including the Carlile member) within the Denver-Julesburg Basin.

TOGETHER WITH all easements and rights-of-way appurtenant thereto, all and singular the hereditaments and appurtenances thereunto belonging, or in any ways appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever, of Grantor, either in law or equity, of, in and to the Mineral Rights, with the hereditaments and appurtenances,

SUBJECT TO AND RESERVING by this Deed unto Grantor, its successors and assigns, any right of Grantor to locate drill sites or conduct any vertical drilling, surface operations, or any form of surface occupancy on the surface of the Real Property to develop, or produce the Mineral Rights, and such surface occupancy and operations are prohibited (the "Reserved Rights"). Grantor acknowledges and agrees that Reserved Rights are subject to and do not include any such operations or occupancy are in effect as of the date of this Deed or are otherwise available to Grantee or its successors pursuant to a separate grant or right and shall not prohibit the pooling or unitization of the mineral estate conveyed with land other than the Property, Grantee acknowledges and agrees that Reserved Rights are deemed incorporated into this Deed and shall run with the Real Property and be binding upon Grantee and its successors in title to the to the Mineral Rights.

Acceptance of this Deed shall constitute the agreement by Grantee, for itself and its successors and assigns, to be bound by and to comply with the terms of this Deed related to the Reserved Rights.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto Grantee, and Grantee's heirs, successors and assigns forever.

IN WITNESS WHEREOF, Grantor has executed this Deed as of the day and year first above written.

TOWN OF ERIE, COLORADO,
a Colorado home rule municipal corporation

By: _____
Name: _____
Title: _____

ATTEST:

_____

STATE OF COLORADO)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this _____ day of _____, 202__, by _____ as _____ of the TOWN OF ERIE, COLORADO, a Colorado municipal corporation.
WITNESS my hand and official seal.
My commission expires: _____

_____
Notary Public

EXHIBIT A
TO
BARGAIN AND SALE DEED

Draco Area of Interest Property

[insert description of the Draco Area of Interest Property from Exhibit A-1 of the Contract together with a legal description]

Specified Parcels Property

[insert description of the Specified Parcels Property from Exhibit A-2 of the Contract]

Disputed Minerals Property

[insert description of the Disputed Minerals Property from Exhibit A-3 of the Contract]

EXHIBIT D

FORM OF 7N DEED

After Recording Return To:

_____

_____

_____

SPECIAL WARRANTY DEED

This Special Warranty Deed (this "Deed") is dated as of the ____ day of _____, 202__, between **7N, LLC**, a Delaware limited liability company ("Grantor"), whose address is 555 17th Street, Suite 3700, Denver, CO 80202, and the **TOWN OF ERIE, COLORADO**, a Colorado home rule municipal corporation ("Grantee"), whose address is 645 Holbrook Street, P.O. Box 750, Erie, CO 80516.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged by Grantor, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns forever, all of that certain real property, together with all improvements thereon, situate, lying and being in the Town of Erie, County of Weld, State of Colorado, more particularly described in Exhibit A attached hereto and incorporated by reference herein (the "Property"), but shall not include any of the Mineral Rights, as defined below, all of which, to the extent not previously reserved by or conveyed to Grantor or its affiliate or a third party, are reserved by Grantor;

TOGETHER WITH all easements and rights-of-way appurtenant thereto, all and singular the hereditaments and appurtenances thereunto belonging, or in any ways appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever, of Grantor, either in law or equity, of, in and to the Property, with the hereditaments and appurtenances,

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto Grantee, AND Grantee's heirs, successors and assigns forever. Grantor, for Grantor and Grantor's heirs, successors and assigns, does covenant and agree that Grantor shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of Grantee, and Grantee's heirs, successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under Grantor, subject to the exceptions shown on the attached Exhibit B (the "Exceptions") which is hereby incorporated herein by this reference.

Grantor reserves all oil and gas and oil and gas rights, and other hydrocarbon substances associated with or underlying the land comprising the Property, regardless of whether the presence of same is currently known or unknown and regardless of the current or future commercial value of same (the "Mineral Rights"). However, Grantor covenants that it will not access or use the surface of the Property in connection with the reserved Mineral Rights except for the continued use of three oil and gas wells and related facilities that are located on the Property as of the date of this Deed and identified as: (i) Young #4-31 API #05-123-16183; (ii) Vessels Minerals A Unit 2 (05-123-18690); and (iii) Vessels 14-30 (API 05-123-23986).

[*Remainder of page intentionally left blank signature on following page*]

IN WITNESS WHEREOF, Grantor has executed this Deed as of the day and year first above written.

7N, LLC,
a Delaware limited liability company

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this _____ day of _____, 202__, by _____ as _____ of 7N, LLC, a Delaware limited liability company.

WITNESS my hand and official seal.

My commission expires: _____

_____
Notary Public

EXHIBIT A
TO
SPECIAL WARRANTY DEED

LEGAL DESCRIPTION

[to be inserted]

EXHIBIT B
TO
SPECIAL WARRANTY DEED

EXCEPTIONS

1. TAXES AND ASSESSMENTS FOR THE YEAR 202___ AND SUBSEQUENT YEARS, A LIEN NOT YET DUE AND PAYABLE.

2.

EXHIBIT E

7N PROPERTY INFRASTRUCTURE

(i) personal property and fixtures associated with that certain oil and gas well identified as Young #4-31 API #05-123-16183;

(ii) personal property and fixtures associated with that certain Vessels Minerals A Unit 2 (05-123-18960); and

(iii) personal property and fixtures associated with that certain Vessels 14-30 (API 05-123-23986).

EXHIBIT F

FORM OF BILL OF SALE AND GENERAL ASSIGNMENT

BILL OF SALE AND GENERAL ASSIGNMENT

THIS BILL OF SALE AND GENERAL ASSIGNMENT (this "Bill of Sale") is made this ___ day of _____, 202__ (the "Effective Date"), by and between the 7N, LLC, a Delaware limited liability company ("7N") and the TOWN OF ERIE, COLORADO, a Colorado home rule municipal corporation (the "Town").

RECITALS

A. 7N and the Town entered into that certain Contract to Exchange Real Property and Mineral Rights dated as of _____ __, 2026 (as amended, the "Contract"), with respect to, among other matters, the conveyance of certain real property (the "7N Property") described on Exhibit A attached hereto and incorporated herein by this reference. Any capitalized term used, but not otherwise defined herein, shall have the meaning set forth in the Contract.

B. As required pursuant to the provisions of the Contract, 7N agreed to convey and assign to the Town certain real property related to the 7N Property (the "Transferred Property"**) defined as** all of 7N's right, title, and interest, if any, in and to all personal property (whether tangible or intangible) that are located upon the 7N Property SPECIFICALLY EXCLUDING AND EXCEPTING from the Transferred Property the following wells and infrastructure whether owned by 7N or owned by one or more third parties:

(i) personal property and fixtures associated with that certain oil and gas well identified as Young #4-31 API #05-123-16183;

(ii) personal property and fixtures associated with that certain Vessels Minerals A Unit 2 (05-123-18960); and

(iii) personal property and fixtures associated with that certain Vessels 14-30 (API 05-123-23986).

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Transfer of Transferred Property. 7N does hereby sell, transfer, assign, and quit claim to the Town, all of the Transferred Property, without warranty or representation of any kind.

WITH RESPECT TO ALL MATTERS TRANSFERRED, WHETHER TANGIBLE OR INTANGIBLE, PERSONAL OR REAL, 7N EXPRESSLY DISCLAIMS A WARRANTY OF MERCHANTABILITY AND WARRANTY FOR FITNESS FOR A PARTICULAR USE OR ANY OTHER WARRANTY EXPRESSED OR IMPLIED THAT MAY ARISE

BY OPERATION OF LAW OR UNDER THE UNIFORM COMMERCIAL CODE FOR THE STATE IN WHICH THE PROPERTY IS LOCATED (OR ANY OTHER STATE).

2. Successors and Assigns. This Bill of Sale shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

3. Counterparts. This Bill of Sale may be executed in counterparts, each of which shall be deemed a duplicate original.

4. Governing Law and Venue. This Bill of Sale shall be governed by, and shall be interpreted, construed and enforced in accordance with, the laws of the State of Colorado without regard to the rules regarding conflicts of law, and venue for any legal action arising out of this Bill of Sale shall be in Boulder County, Colorado.

5. Severability. If any provision of this Bill of Sale shall be held invalid, illegal, or unenforceable, the validity, legality, or enforceability of the other provisions of this Bill of Sale shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal, and enforceable provision as similar as possible to the provision at issue.

[*Remainder of page intentionally left blank signature on following page*]

IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale as of the Effective Date.

7N, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

TOWN OF ERIE, COLORADO,
a Colorado home rule municipal corporation

By: _____
Name: _____
Title: _____

EXHIBIT A
to
BILL OF SALE AND GENERAL ASSIGNMENT

Legal Description of 7N Property

[To be inserted below]

EXHIBIT G

FORM AGREEMENT REGARDING DRACO PAD

[to be inserted]

SCHEDULE 8(b)(ii)

DISCLOSED CONDEMNATION MATTERS WITH RESPECT TO 7N PROPERTY

- 7N has received verbal indication that Parkdale Development may pursue condemnation proceedings in connection with the relocation of a regional EURV detention pond on the southernmost parcel of the 7N Property

Agreement Regarding Draco Pad

This Agreement Regarding Draco Pad (this "Agreement") is made and entered into as of _____, 2026 (the "Effective Date"), by and among the TOWN OF ERIE, COLORADO, a Colorado home rule municipal corporation (the "Town"), EXTRACTION OIL & GAS, INC. ("Extraction"), a Delaware corporation, and 7N, LLC, a Delaware limited liability company ("7N"). The Town, Extraction, and 7N are sometimes referred to individually as a "Party" and together as the "Parties".

RECITALS:

A. 7N is the owner of certain real property located in Weld County, Colorado, as described by Parcel Nos. 146731211006, 146730300045, 146730202007, consisting of approximately 158.471 acres (the "7N Property"); and

B. The Town is the owner of certain mineral rights located in Weld County, Colorado and Boulder County, Colorado (the "Town Mineral Property") (the 7N Property and Town Mineral Property collectively, the "Properties"); and

C. The Town and 7N have entered into that Contract to Exchange Real Property and Mineral Rights (the "Exchange"), effective simultaneous with this Agreement, under which 7N conveys the 7N Property to the Town, and the Town conveys the Town Mineral Property to 7N; and

D. 7N and Extraction are each wholly-owned subsidiaries of SM Energy Company, a Colorado-based exploration and production company; and

E. Extraction has plans for development of an approximate [3,951.25-acre] Oil and Gas Development Plan approved by the Colorado Energy and Carbon Management Commission ("ECMC") at Order No. 407-3700 (the "Draco OGDP") from ECMC Form 2A at Location ID No. 489708 (the "Draco Pad"), located in unincorporated Weld County; and

F. In addition to exchanging the Properties, the Town, Extraction, and 7N have agreed to certain terms ("Terms") related to the operation of the Draco Pad and the drilling, operation, and production of wells therefrom to the drilling and spacing unit (as it may be amended by ECMC Order) for the Draco OGDP (the "Draco Wells"); and

G. Pursuant to Section 16 of the Exchange, the Parties have agreed to execute this Agreement to memorialize the Terms not otherwise addressed within the Exchange.

AGREEMENT

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

1. **Production Payment – Draco Wells**. On each Draco Well, Extraction grants to the Town and agrees to a production payment (the "Production Payment") in the amount described below:

(a) Upon 200% Payout, on a well-by-well basis, of each Draco Well, Extraction conveys to the Town a 3% undivided revenue interest in all oil, gas, and other hydrocarbons sold from such Draco Well.

(b) The Production Payment is a wellbore-only revenue interest which shall be owed, for the avoidance of doubt, on oil and gas wells drilled from the Draco Pad to the drilling and spacing unit for the Draco OGDP. The Production Payment shall be carved out of Extraction's working interest in each Draco Well, and shall be proportionately reduced by that percentage that Extraction's working interest in such Draco Well bears to the whole. The Production Payment shall be subject to the Town's proportionate share of all reasonable and actual post-production costs, including without limitation gathering and transportation costs from the wellhead to the point of sale, treating, compression, processing, and other related costs, if any. The Town shall have all of the rights granted to a Payee under C.R.S. § 34-60-118.5 with respect to the Production Payments.

2. **Operator Commitments; Draco Pad**.

(a) *P&A Operations*. Extraction agrees to perform plugging and abandonment operations ("P&A Operations") for those wells on **Exhibit A** attached hereto (the "P&A Wells") on the following timeline (the "P&A Deadlines"):

(i) Draco P&A Wells. For each P&A Well designated as a "Draco P&A Well," Extraction shall commence P&A Operations within one year of commencement of operations for the Draco Applications for Permit to Drill ("APDs"); and

(ii) Non-Draco P&A Wells. For those P&A Wells designated as "Non-Draco P&A Wells," Extraction shall commence P&A Operations at the first such well on or before 3 years from the date of the Closing under the Exchange, and will commence P&A Operations on the last Non-Draco P&A Well within 5 years from the date of the Closing under the Exchange.

(iii) Young 4-31 Well. For the Young 4-31 Well (API No. 05-123-16183) ("Young 4-31"), Extraction shall commence P&A Operations as follows:

(A) If the Town reasonably determines that any development of Parcel No. 146731211006 is impacted by reverse setbacks from the Young 4-31, then the Town shall issue written notice (a "Development Notice") to Extraction to plug the Young 4-31. Upon receipt of a Development Notice, Extraction shall commence P&A Operations at the Young 4-31 on or before the latter of January 1, 2030, or within one year of receipt of the Development Notice.

(B) In the absence of any Development Notice, Extraction shall commence P&A Operations at the Young 4-31 not later than January 1, 2035.

(b) *P&A Standards; Reclamation*. For all P&A Operations under this Agreement, Extraction shall act as a reasonable and prudent operator, and shall comply with all

applicable laws, rules, and regulations. At each P&A Operation, Extraction shall complete reclamation of such P&A Well with reasonable diligence until completion; however, the Town acknowledges that final reclamation of each P&A Well site is subject to governmental inspections and approval, weather conditions, soil conditions, and other conditions and factors which are outside of Extraction's control and which may delay final reclamation of the site. The Town shall not commence, or allow commencement of, any physical development or operations on the 7N Property unless said physical development or operations complies with all rules, regulations, and requirements applicable to siting, including without limitation Section 10-6-14 of the Erie Municipal Code, and said physical development or operations do not violate Extraction's access rights to the P&A Wells; or (ii) the Town has obtained written approval to such development by Extraction. The Town agrees to timely execute waivers, variances, documentation, agreements, plan sets, and any other documents necessary for Extraction's pursuit of necessary approvals for the P&A Operations and reclamation, to the extent such documents do not impact the Town's police powers.

(c) *P&A Deadlines Subject to Approvals*. Extraction's obligations to meet the P&A Deadlines are expressly contingent upon (i) Extraction timely obtaining all necessary approvals to commence operations at the Draco Wells, including ECMC Form 2s, "APDs", spacing orders, pooling orders, and all other permits and approvals necessary for development of the Draco Wells, and (ii) Extraction timely obtaining all necessary approvals to perform the P&A Operations, including approvals from ECMC, non-operating third parties interest owners in the P&A Wells, local government approvals, and any other necessary approvals or safety or operational conditions that could impact SM Energy's ability to complete the operations as a reasonable and prudent operator (the "Approvals"). If Extraction fails to obtain any such approval, the P&A Deadlines shall be extended by the duration of the existence of such delay, provided that Extraction timely communicates the existence of any such condition to the Town.

(d) *Third Party Midstream Facilities*. The Town acknowledges that a third party to this Agreement owns pipelines and related equipment that are located on the 7N Property ("Midstream Facilities"). The Town acknowledges that removal of the Midstream Facilities is not part of the P&A Operations, and that neither 7N nor Extraction shall be responsible for removal of the Midstream Facilities. Extraction agrees to use commercially reasonable efforts to coordinate with the third party and the Town for the removal of the Midstream Facilities.

(e) *Access; 7N Property*. The Town acknowledges that Extraction has existing rights of ingress and egress to the 7N Property for the continued production, operations, plugging and abandonment, and reclamation of the P&A Wells and related facilities and property.

(f) *County Road 6; Roadway Paving*. On or before the commencement of drilling operations on the Draco Wells, Extraction agrees to pave, or cause to be paved, that section of County Road 6 depicted on **Exhibit B** which connects County Road 7 with County Road 5 (the "Road Paving Project"). The Road Paving Project shall be subject to all applicable laws, rules, and regulations, including any conditions of approval. Extraction's obligations to complete the Road Paving Project are expressly contingent upon receipt of the Approvals.

(g) *Town Inspections*. Extraction agrees that the Town's designated oil and gas inspector (the "Inspector") may inspect facilities on the Draco Pad (each an "Inspection"). All

Inspections shall be performed: (i) after a minimum of 7 days' advance notice to Extraction, (ii) after scheduling the Inspection with Extraction, and agreeing to Extraction's standard terms of access (including abiding by all safety requirements, at Extraction's sole discretion, but excluding indemnification), (iii) not more frequently than: (x) monthly, when the Draco Pad is in drilling and production operations, and (y) quarterly, when the Draco Pad is in production operations, and (iv) with a safety escort from Extraction accompanying the Inspector. If the Inspector identifies any conditions at the Draco Pad that the Inspector believes are out of compliance with the terms of the Draco APDs or related permits, the Town shall notify SM of the Inspector's findings, and the Town shall have the right to notify the local government with siting authority and the ECMC of its findings (a "Non-Compliance Notice"). A Non-Compliance Notice shall not be interpreted as a material breach of this Agreement or the Exchange. For avoidance of doubt, nothing in this Agreement shall confer additional regulatory, siting, or enforcement authority on the Town over the Draco Pad, the Draco Wells, or the Draco OGDP.

3. **Town's Position Regarding Draco Pad.**

(a) The Town acknowledges that the Draco OGDP has been approved and the applicable timeframes within which to legally challenge the Draco OGDP have lapsed.

(b) If the Town takes formal action to object to the Draco Pad any time prior to commencement of production of wells as set forth in the approved Draco OGDP, Extraction or 7N may, in its discretion, terminate this Agreement by written notice to the Town, in which case all Parties shall be relieved of all of their obligations hereunder. For purposes of this Section, "formal action to object to the Draco Pad" means a vote or other official action of the Erie Town Council that authorizes or directs Town staff (or any party otherwise authorized to take action on behalf of the Town) to take a position contrary to the approved Draco OGDP, as amended in an amendment approved by the ECMC, including objection to any associated pooling and spacing consistent with the approved Draco OGDP.

(c) This Section shall not preclude individual action by any Town employee or elected official, acting in their personal capacity, to object to or otherwise challenge the Draco Pad, Draco Wells, or Draco OGDP, and both Extraction and 7N acknowledge the rights of individuals, acting in their personal capacities, to object to or otherwise challenge the Draco Pad, the Draco Wells and the Draco OGDP.

(d) Notwithstanding any other provision of this Agreement, the Town does not waive any of its police power by entering into this Agreement, and nothing in this Agreement shall limit the Town's police power.

4. **Default and Remedies**.

(a) If any Party notifies any other Party that it is in breach of this Agreement, the Party in alleged breach shall have a period of 30 days from the date of such notice in which to remedy the alleged breach. If the alleged breach is of a nature that cannot be remedied within that 30-day period, the Party in alleged breach shall have commenced to remedy the breach and work diligently to complete the remedy.

(b) If: (i) the Party in alleged breach fails to acknowledge that a breach has occurred or is occurring, (ii) following the process set forth in the previous two sentences the Party alleging breach believes that the other Party continues to be in breach of this Agreement, or (iii) any other kind of dispute arises under any provision of this Agreement that cannot be resolved by good faith negotiation among the Parties, the Party claiming that a breach of this Agreement or seeking resolution of any other dispute under this Agreement shall send written notice to the other Parties, specifying its position on the matter and invoking the dispute resolution process in this section. Within 15 days of the date of delivery of such notice, the Parties shall meet to resolve the matter described in the notice. Notwithstanding the foregoing, if any Party believes that the dispute will not otherwise be resolved in a sufficiently prompt and effective manner or if any Party determines that action is necessary for the protection of health, safety, welfare or the environment, such Party may, at its discretion, take such legal action and seek such legal or equitable remedies as it determines to be appropriate or necessary to protect and enforce its rights under this Agreement.

(c) With respect to any default of 7N or Extraction under this Agreement, the Town shall be entitled to pursue any remedy against 7N or Extraction available to the Town under this Agreement against 7N, Extraction, or SM Energy, and all shall be jointly and severally liable under this Agreement. SM Energy has executed the signature block below the signature block of 7N and Extraction for purposes of agreeing to be jointly and severally liable for any such remedy of the Town with respect to a default of 7N or Extraction under this Agreement. SM Energy, Extraction and 7N acknowledge that specific performance is not an available remedy against the Town.

5. **Force Majeure**. When performance under this Agreement is prevented or delayed by an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightening, fire, storm, flood or other act of nature, pandemic, epidemic, explosion, or injunctive order prohibiting performance by a Party (collectively, "Force Majeure"), no Party shall be in breach of this Agreement. Any such Force Majeure shall be limited to the period of such prevention or delay, plus a reasonable time for operations to resume thereafter.

6. **Authority**. Each Party represents that the undersigned have full right and authority to enter into this Agreement, and to bind the Parties to the terms and conditions contained herein.

7. **Further Assurances**. Each Party agrees that at the request of the other Party it will hereafter make such further assurances and execute or cause to be executed such further instruments as may be reasonably requested by the other Party in order that this Agreement may be fully performed in accordance with its intent and provisions, provided that the requesting Party is responsible for any associated costs.

8. **Governing Law and Venue**. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado without reference to conflicts of laws provisions, and any legal action concerning the provisions hereof or relating to or arising out of this Agreement shall be brought in Boulder County, Colorado.

9. **Captions**. Article and section headings used in this Agreement are for convenience or reference only and shall not affect the construction of any provision of this Agreement.

10. **Exhibits**. All exhibits referred to herein and attached hereto are hereby incorporated herein by this reference.

11. **Successors and Assigns**. No Party shall have the right to assign this Agreement or any of its rights or obligations hereunder without the written approval of the other Party which approval shall not be unreasonably withheld. Notwithstanding the immediately preceding sentence, it is understood and agreed that Extraction and 7N may assign the rights and obligations of this Agreement without consent of the Town (but with prior written notice to the Town) to: (a) any entity directly or indirectly owned or controlled by SM Energy Company, (b) any entity directly or indirectly controlling, controlled by or under common control with 7N,or (c) a successor to any of 7N, Extraction, or SM Energy Company by merger or acquisition. This Agreement shall be binding upon and inure to the benefit of the Parties, and to Extraction's or 7N's and permitted assigns. No assignment of this Agreement or either Party's rights hereunder shall relieve the originally named Party of its liabilities incurred prior to the assignment under this Agreement unless agreed in writing.

12. **Notices**. All written notices required to be given pursuant to the terms of this Contract shall be either: (a) personally delivered; (b) deposited in the United States mail, registered or certified return receipt requested, postage prepaid; or (c) sent for next Business Day delivery by Federal Express or similar nationally recognized overnight courier service and addressed as follows:

To 7N, SM Energy or Extraction:
Extraction Oil & Gas, Inc.
c/o SM Energy Company
1700 Lincoln Street, Suite 3200
Denver, CO 80203
Attn: Legal Department
Email: afiske@sm-energy.com

copy to:
Brownstein Hyatt Farber Schreck, LLP
675 15th Street, Suite 2900
Denver, CO 80202
Attn: Andrew Meyers
Email: ameyers@bhfs.com

To Town:
Town Manager
645 Holbrook Street
Erie, CO 80516
Attn: Meredyth Muth
Email: mmuth@erieco.gov

copy to: Town Attorney
645 Holbrook Street
Erie, CO 80516
Attn: Breena Meng
Email: bmeng@erieco.gov

The foregoing addresses may be changed from time to time by written notice. Notices shall be deemed received upon the earlier of actual receipt or delivery (or refusal to accept delivery), 3 business days following sending pursuant to clause (b) as provided above, or on the day of delivery pursuant to clause (c) above.

13. **Compliance with Laws**. During the course of complying with the provisions of this Agreement, the Parties agree to comply with all applicable laws (including without limitation federal, state, and local laws), rules, regulations, and codes.

14. **Severability**. In the event that any paragraph or portion of the Agreement is determined to be unconstitutional, unenforceable, or invalid, such paragraph or portion of this Agreement shall be stricken from and construed for all purposes not to constitute a part of this Agreement, and the remaining portion of this Agreement shall remain in full force and effect and shall, for all purposes, constitute this entire Agreement.

15. **Construction of Agreement**. The Parties each acknowledge that they have had the benefit of independent counsel with regard to this Agreement and that this Agreement has been prepared as a result of the joint efforts of all Parties and their respective counsel. Accordingly, all Parties agree that the provisions of this Agreement shall not be construed or interpreted for or against any Party based upon authorship.

16. **Counterparts; Electronic Signatures**. This Agreement may be executed in counterparts and shall constitute an agreement binding on all Parties notwithstanding that all Parties are not signatories to the original or the same counterpart provided that all Parties are furnished a copy or copies thereof reflecting the signature of all Parties. Additionally, this Agreement may be executed using a digital image (including without limitation an image in the form of a PDF, JPEG, GIF file, DocuSign, SignNow, or other e-signature), and the same shall be deemed as a true and correct original.

17. **Entire Agreement; Amendments**. This Agreement, the Exchange, and all exhibits thereto embody the entire agreement between the Parties concerning the subject matter of this Agreement and the Exchange, and supersede all prior conversations, proposals, negotiations, understandings and contracts, whether written or oral. This Agreement shall not be amended, altered, changed, modified, supplemented, or rescinded in any manner except by a written amendment executed by all of the Parties.

18. **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, 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.

19. **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.

[*Remainder of page intentionally left blank signatures on following pages*]

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

THE TOWN:

TOWN OF ERIE, COLORADO,
a Colorado home rule municipal corporation

By: _____
Name: _____
Title: _____

Attest:

_____
Debbie Stamp, Town Clerk

[remainder of this page intentionally left blank]

EXTRACTION:

EXTRACTION OIL & GAS, INC.
a Delaware Corporation

By: _____
Name: _____
Title: _____

[remainder of this page intentionally left blank]

7N:

7N, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

[remainder of this page intentionally left blank]

SM ENERGY

SM Energy, a Delaware corporation

By: _____
Name: _____
Title: _____

[remainder of this page intentionally left blank]

SUMMARY OF EXHIBITS:

EXHIBIT 1	P&A WELLS
EXHIBIT 2	COUNTY ROAD 6 PAVING

EXHIBIT 1

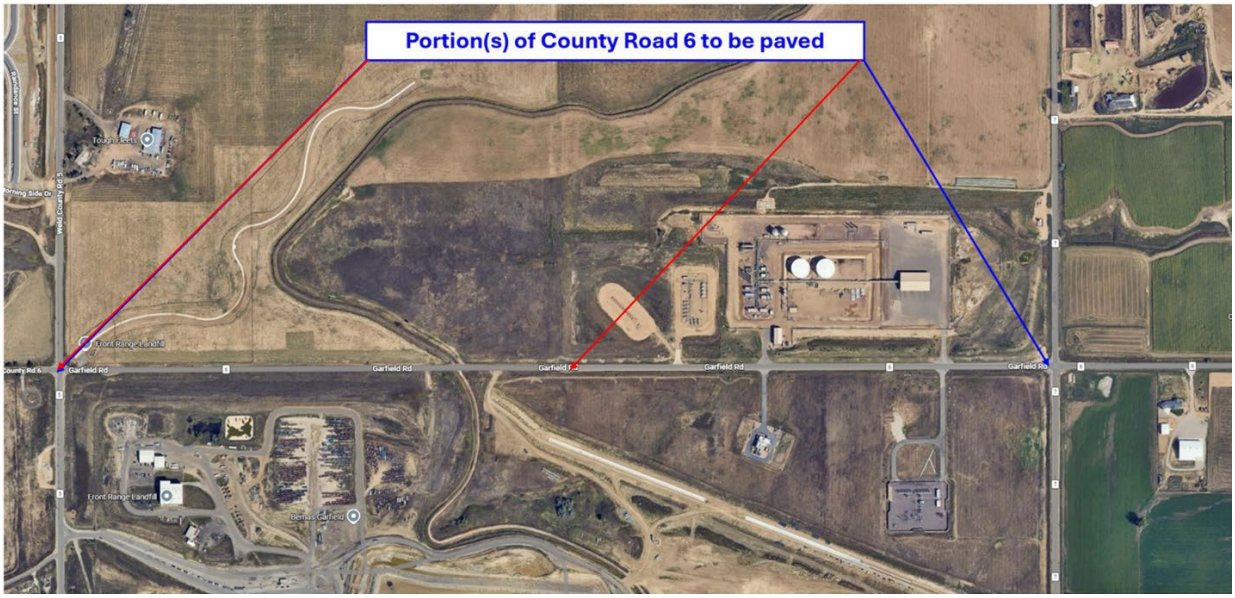
P&A WELLS

"Draco P&A Wells"		
Count	**Well Name**	**API #**
1	BARB LTD B UNIT 1	05-123-10743
2	COAL CREEK 6-0-19	05-123-28138
3	COAL CREEK 6-4-19	05-123-28149
4	ERIE 1-24	05-013-06127
5	LUMRY G UNIT 1	05-013-06572
6	LUMRY 2-24	05-013-06577
7	LUMRY 6-0-24	05-013-06575
8	LUMRY 6-4-24	05-013-06573
9	LUMRY 8-2-24	05-013-06182
10	MORRIS MC 27-2	05-013-06442
11	MORRIS MC 27-7	05-013-06422
12	MORRIS MC 27-8	05-013-06421
13	PRICE 1-26	05-013-06134
14	VESSELS 12-30	05-123-23987
15	VESSELS 14-30	05-123-23986
16	VESSELS MINERALS A UNIT 1	05-123-18691
17	VESSELS MINERALS A UNIT 2	05-123-18690
18	YOUNG 2-26	05-013-06246
19	YOUNG MC 23-12D	05-013-06559
20	YOUNG MC 23-14D	05-013-06558
21	YOUNG MC 26-05D	05-013-06621
22	ZWICK F UNIT 1	05-013-06243

"Non-Draco P&A Wells"		
Count	**Well Name**	**API #**
1	ALLAN H UNIT 23-12	05-013-06536
2	ALLAN H UNIT 24-12	05-013-06556
3	BAILEY 32-12	05-013-06506
4	BAILEY 33-12	05-013-06555
5	BAILEY 42-12	05-013-06534
6	BAILEY 43-12	05-013-06533
7	WIGGETT 2-13	05-013-06641
8	WIGGETT 12-13	05-013-06581
9	WIGGETT 22-13	05-013-06638
10	WIGGETT 32-13	05-013-06564
11	WIGGETT 0-2-13	05-013-06592
12	WIGGETT 1-0-13	05-013-06591
13	WIGGETT 2-4-13	05-013-06636
14	WIGGETT 4-2-13	05-013-06571
15	WIGGETT 4-4-13	05-013-06637
16	WILLIAM PELTIER 1A-20H	05-123-33301
17	YOUNG 4-31	05-123-16183

EXHIBIT 2

COUNTY ROAD 6 PAVING



Agreement Regarding Draco Pad

This Agreement Regarding Draco Pad (this "Agreement") is made and entered into as of _____, 2026 (the "Effective Date"), by and among the TOWN OF ERIE, COLORADO, a Colorado home rule municipal corporation (the "Town"), EXTRACTION OIL & GAS, INC. ("Extraction"), a Delaware corporation, and 7N, LLC, a Delaware limited liability company ("7N"). The Town, Extraction, and 7N are sometimes referred to individually as a "Party" and together as the "Parties".

RECITALS:

A. 7N is the owner of certain real property located in Weld County, Colorado, as described by Parcel Nos. 146731211006, 146730300045, 146730202007, consisting of approximately 158.471 acres (the "7N Property"); and

B. The Town is the owner of certain mineral rights located in Weld County, Colorado and Boulder County, Colorado (the "Town Mineral Property") (the 7N Property and Town Mineral Property collectively, the "Properties"); and

C. The Town and 7N have entered into that Contract to Exchange Real Property and Mineral Rights (the "Exchange"), effective simultaneous with this Agreement, under which 7N conveys the 7N Property to the Town, and the Town conveys the Town Mineral Property to 7N; and

D. 7N and Extraction are each wholly-owned subsidiaries of SM Energy Company, a Colorado-based exploration and production company; and

E. Extraction has plans for development of an approximate [3,951.25-acre] Oil and Gas Development Plan approved by the Colorado Energy and Carbon Management Commission ("ECMC") at Order No. 407-3700 (the "Draco OGDP") from ECMC Form 2A at Location ID No. 489708 (the "Draco Pad"), located in unincorporated Weld County; and

F. In addition to exchanging the Properties, the Town, Extraction, and 7N have agreed to certain terms ("Terms") related to the operation of the Draco Pad and the drilling, operation, and production of wells therefrom to the drilling and spacing unit (as it may be amended by ECMC Order) for the Draco OGDP (the "Draco Wells"); and

G. Pursuant to Section 16 of the Exchange, the Parties have agreed to execute this Agreement to memorialize the Terms not otherwise addressed within the Exchange.

AGREEMENT

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

1. **Production Payment – Draco Wells**. On each Draco Well, Extraction grants to the Town and agrees to a production payment (the "Production Payment") in the amount described below:

(a) Upon 200% Payout, on a well-by-well basis, of each Draco Well, Extraction conveys to the Town a 32% undivided revenue interest in all oil, gas, and other hydrocarbons sold from such Draco Well.

(b) The Production Payment is a wellbore-only revenue interest which shall be owed, for the avoidance of doubt, on oil and gas wells drilled from the Draco Pad to the drilling and spacing unit for the Draco OGDP. The Production Payment shall be carved out of Extraction's working interest in each Draco Well, and shall be proportionately reduced by that percentage that Extraction's working interest in such Draco Well bears to the whole. The Production Payment shall be subject to the Town's proportionate share of all reasonable and actual post-production costs, including without limitation gathering and transportation costs from the wellhead to the point of sale, treating, compression, processing, and other related costs, if any. The Town shall have all of the rights granted to a Payee under C.R.S. § 34-60-118.5 with respect to the Production Payments.

2. **Operator Commitments; Draco Pad**.

(a) *P&A Operations*. Extraction agrees to perform plugging and abandonment operations ("P&A Operations") for those wells on **Exhibit A** attached hereto (the "P&A Wells") on the following timeline (the "P&A Deadlines"):

(i) Draco P&A Wells. For each P&A Well designated as a "Draco P&A Well," Extraction shall commence P&A Operations within one year of commencement of operations for the Draco Applications for Permit to Drill ("APDs"); and

(ii) Non-Draco P&A Wells. For those P&A Wells designated as "Non-Draco P&A Wells," Extraction shall commence P&A Operations at the first such well on or before 3 years from the date of the Closing under the Exchange, and will commence P&A Operations on the last Non-Draco P&A Well within 5 years from the date of the Closing under the Exchange.

(iii) Young 4-31 Well. For the Young 4-31 Well (API No. 05-123-16183) ("Young 4-31"), Extraction shall commence P&A Operations as follows:

(A) If the Town reasonably determines that any development of Parcel No. 146731211006 is impacted by reverse setbacks from the Young 4-31, then the Town shall issue written notice (a "Development Notice") to Extraction to plug the Young 4-31. Upon receipt of a Development Notice, Extraction shall commence P&A Operations at the Young 4-31 on or before the latter of January 1, 2030, or within one year of receipt of the Development Notice.

(B) In the absence of any Development Notice, Extraction shall commence P&A Operations at the Young 4-31 not later than January 1, 2035.

(b) *P&A Standards; Reclamation*. For all P&A Operations under this Agreement, Extraction shall act as a reasonable and prudent operator, and shall comply with all

applicable laws, rules, and regulations. At each P&A Operation, Extraction shall complete reclamation of such P&A Well with reasonable diligence until completion; however, the Town acknowledges that final reclamation of each P&A Well site is subject to governmental inspections and approval, weather conditions, soil conditions, and other conditions and factors which are outside of Extraction's control and which may delay final reclamation of the site. The Town shall not commence, or allow commencement of, any physical development or operations on the 7N Property unless said physical development or operations complies with all rules, regulations, and requirements applicable to siting, including without limitation Section 10-6-14 of the Erie Municipal Code, and said physical development or operations do not violate Extraction's access rights to the P&A Wells; or (ii) the Town has obtained written approval to such development by Extraction. The Town agrees to timely execute waivers, variances, documentation, agreements, plan sets, and any other documents necessary for Extraction's pursuit of necessary approvals for the P&A Operations and reclamation, to the extent such documents do not impact the Town's police powers.

(c) *P&A Deadlines Subject to Approvals*. Extraction's obligations to meet the P&A Deadlines are expressly contingent upon (i) Extraction timely obtaining all necessary approvals to commence operations at the Draco Wells, including ECMC Form 2s, "APDs", spacing orders, pooling orders, and all other permits and approvals necessary for development of the Draco Wells, and (ii) Extraction timely obtaining all necessary approvals to perform the P&A Operations, including approvals from ECMC, non-operating third parties interest owners in the P&A Wells, local government approvals, and any other necessary approvals or safety or operational conditions that could impact SM Energy's ability to complete the operations as a reasonable and prudent operator (the "Approvals"). If Extraction fails to obtain any such approval, the P&A Deadlines shall be extended by the duration of the existence of such delay, provided that Extraction timely communicates the existence of any such condition to the Town.

(d) *Third Party Midstream Facilities*. The Town acknowledges that a third party to this Agreement owns pipelines and related equipment that are located on the 7N Property ("Midstream Facilities"). The Town acknowledges that removal of the Midstream Facilities is not part of the P&A Operations, and that neither 7N nor Extraction shall be responsible for removal of the Midstream Facilities. Extraction agrees to use commercially reasonable efforts to coordinate with the third party and the Town for the removal of the Midstream Facilities.

(e) *Access; 7N Property*. The Town acknowledges that Extraction has existing rights of ingress and egress to the 7N Property for the continued production, operations, plugging and abandonment, and reclamation of the P&A Wells and related facilities and property.

(f) *County Road 6; Roadway Paving*. On or before the commencement of drilling operations on the Draco Wells, Extraction agrees to pave, or cause to be paved, that section of County Road 6 depicted on **Exhibit B** which connects County Road 7 with County Road 5 (the "Road Paving Project"). The Road Paving Project shall be subject to all applicable laws, rules, and regulations, including any conditions of approval. Extraction's obligations to complete the Road Paving Project are expressly contingent upon receipt of the Approvals.

(g) *Town Inspections*. Extraction agrees that the Town's designated oil and gas inspector (the "Inspector") may inspect facilities on the Draco Pad (each an "Inspection"). All

Inspections shall be performed: (i) after a minimum of 7 days' advance notice to Extraction, (ii) after scheduling the Inspection with Extraction, and agreeing to Extraction's standard terms of access (including abiding by all safety requirements, at Extraction's sole discretion, but excluding indemnification), (iii) not more frequently than: (x) monthly, when the Draco Pad is in drilling and production operations, and (y) quarterly, when the Draco Pad is in production operations, and (iv) with a safety escort from Extraction accompanying the Inspector. If the Inspector identifies any conditions at the Draco Pad that the Inspector believes are out of compliance with the terms of the Draco APDs or related permits, the Town shall notify SM of the Inspector's findings, and the Town shall have the right to notify the local government with siting authority and the ECMC of its findings (a "Non-Compliance Notice"). A Non-Compliance Notice shall not be interpreted as a material breach of this Agreement or the Exchange. For avoidance of doubt, nothing in this Agreement shall confer additional regulatory, siting, or enforcement authority on the Town over the Draco Pad, the Draco Wells, or the Draco OGDP.

3. **Town's Position Regarding Draco Pad.**

(a) The Town acknowledges that the Draco OGDP has been approved and the applicable timeframes within which to legally challenge the Draco OGDP have lapsed.

(b) If the Town takes formal action to object to the Draco Pad any time prior to commencement of production of wells as set forth in the approved Draco OGDP, Extraction or 7N may, in its discretion, terminate this Agreement by written notice to the Town, in which case all Parties shall be relieved of all of their obligations hereunder. For purposes of this Section, "formal action to object to the Draco Pad" means a vote or other official action of the Erie Town Council that authorizes or directs Town staff (or any party otherwise authorized to take action on behalf of the Town) to take a position contrary to the approved Draco OGDP, as amended in an amendment approved by the ECMC, including objection to any associated pooling and spacing consistent with the approved Draco OGDP.

(c) This Section shall not preclude individual action by any Town employee or elected official, acting in their personal capacity, to object to or otherwise challenge the Draco Pad, Draco Wells, or Draco OGDP, and both Extraction and 7N acknowledge the rights of individuals, acting in their personal capacities, to object to or otherwise challenge the Draco Pad, the Draco Wells and the Draco OGDP.

(d) Notwithstanding any other provision of this Agreement, the Town does not waive any of its police power by entering into this Agreement, and nothing in this Agreement shall limit the Town's police power.

4. **Default and Remedies**.

(a) If any Party notifies any other Party that it is in breach of this Agreement, the Party in alleged breach shall have a period of 30 days from the date of such notice in which to remedy the alleged breach. If the alleged breach is of a nature that cannot be remedied within that 30-day period, the Party in alleged breach shall have commenced to remedy the breach and work diligently to complete the remedy.

(b) If: (i) the Party in alleged breach fails to acknowledge that a breach has occurred or is occurring, (ii) following the process set forth in the previous two sentences the Party alleging breach believes that the other Party continues to be in breach of this Agreement, or (iii) any other kind of dispute arises under any provision of this Agreement that cannot be resolved by good faith negotiation among the Parties, the Party claiming that a breach of this Agreement or seeking resolution of any other dispute under this Agreement shall send written notice to the other Parties, specifying its position on the matter and invoking the dispute resolution process in this section. Within 15 days of the date of delivery of such notice, the Parties shall meet to resolve the matter described in the notice. Notwithstanding the foregoing, if any Party believes that the dispute will not otherwise be resolved in a sufficiently prompt and effective manner or if any Party determines that action is necessary for the protection of health, safety, welfare or the environment, such Party may, at its discretion, take such legal action and seek such legal or equitable remedies as it determines to be appropriate or necessary to protect and enforce its rights under this Agreement.

(c) With respect to any default of 7N or Extraction under this Agreement, the Town shall be entitled to pursue any remedy against 7N or Extraction available to the Town under this Agreement against 7N, Extraction, or SM Energy, and all shall be jointly and severally liable under this Agreement. SM Energy has executed the signature block below the signature block of 7N and Extraction for purposes of agreeing to be jointly and severally liable for any such remedy of the Town with respect to a default of 7N or Extraction under this Agreement. SM Energy, Extraction and 7N acknowledge that specific performance is not an available remedy against the Town.

5. **Force Majeure**. When performance under this Agreement is prevented or delayed by an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightening, fire, storm, flood or other act of nature, pandemic, epidemic, explosion, or injunctive order prohibiting performance by a Party (collectively, "Force Majeure"), no Party shall be in breach of this Agreement. Any such Force Majeure shall be limited to the period of such prevention or delay, plus a reasonable time for operations to resume thereafter.

6. **Authority**. Each Party represents that the undersigned have full right and authority to enter into this Agreement, and to bind the Parties to the terms and conditions contained herein.

7. **Further Assurances**. Each Party agrees that at the request of the other Party it will hereafter make such further assurances and execute or cause to be executed such further instruments as may be reasonably requested by the other Party in order that this Agreement may be fully performed in accordance with its intent and provisions, provided that the requesting Party is responsible for any associated costs.

8. **Governing Law and Venue**. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado without reference to conflicts of laws provisions, and any legal action concerning the provisions hereof or relating to or arising out of this Agreement shall be brought in Boulder County, Colorado.

9. **Captions**. Article and section headings used in this Agreement are for convenience or reference only and shall not affect the construction of any provision of this Agreement.

10. **Exhibits**. All exhibits referred to herein and attached hereto are hereby incorporated herein by this reference.

11. **Successors and Assigns**. No Party shall have the right to assign this Agreement or any of its rights or obligations hereunder without the written approval of the other Party which approval shall not be unreasonably withheld. Notwithstanding the immediately preceding sentence, it is understood and agreed that Extraction and 7N may assign the rights and obligations of this Agreement without consent of the Town (but with prior written notice to the Town) to: (a) any entity directly or indirectly owned or controlled by SM Energy Company, (b) any entity directly or indirectly controlling, controlled by or under common control with 7N,or (c) a successor to any of 7N, Extraction, or SM Energy Company by merger or acquisition. This Agreement shall be binding upon and inure to the benefit of the Parties, and to Extraction's or 7N's and permitted assigns. No assignment of this Agreement or either Party's rights hereunder shall relieve the originally named Party of its liabilities incurred prior to the assignment under this Agreement unless agreed in writing.

12. **Notices**. All written notices required to be given pursuant to the terms of this Contract shall be either: (a) personally delivered; (b) deposited in the United States mail, registered or certified return receipt requested, postage prepaid; or (c) sent for next Business Day delivery by Federal Express or similar nationally recognized overnight courier service and addressed as follows:

To 7N, SM Energy or Extraction:
Extraction Oil & Gas, Inc.
c/o SM Energy Company
1700 Lincoln Street, Suite 3200
Denver, CO 80203
Attn: Legal Department
Email: afiske@sm-energy.com

copy to:
Brownstein Hyatt Farber Schreck, LLP
675 15th Street, Suite 2900
Denver, CO 80202
Attn: Andrew Meyers
Email: ameyers@bhfs.com

To Town:
Town Manager
645 Holbrook Street
Erie, CO 80516
Attn: Meredyth Muth
Email: mmuth@erieco.gov

copy to: Town Attorney
645 Holbrook Street
Erie, CO 80516
Attn: Breena Meng
Email: bmeng@erieco.gov

The foregoing addresses may be changed from time to time by written notice. Notices shall be deemed received upon the earlier of actual receipt or delivery (or refusal to accept delivery), 3 business days following sending pursuant to clause (b) as provided above, or on the day of delivery pursuant to clause (c) above.

13. **Compliance with Laws**. During the course of complying with the provisions of this Agreement, the Parties agree to comply with all applicable laws (including without limitation federal, state, and local laws), rules, regulations, and codes.

14. **Severability**. In the event that any paragraph or portion of the Agreement is determined to be unconstitutional, unenforceable, or invalid, such paragraph or portion of this Agreement shall be stricken from and construed for all purposes not to constitute a part of this Agreement, and the remaining portion of this Agreement shall remain in full force and effect and shall, for all purposes, constitute this entire Agreement.

15. **Construction of Agreement**. The Parties each acknowledge that they have had the benefit of independent counsel with regard to this Agreement and that this Agreement has been prepared as a result of the joint efforts of all Parties and their respective counsel. Accordingly, all Parties agree that the provisions of this Agreement shall not be construed or interpreted for or against any Party based upon authorship.

16. **Counterparts; Electronic Signatures**. This Agreement may be executed in counterparts and shall constitute an agreement binding on all Parties notwithstanding that all Parties are not signatories to the original or the same counterpart provided that all Parties are furnished a copy or copies thereof reflecting the signature of all Parties. Additionally, this Agreement may be executed using a digital image (including without limitation an image in the form of a PDF, JPEG, GIF file, DocuSign, SignNow, or other e-signature), and the same shall be deemed as a true and correct original.

17. **Entire Agreement; Amendments**. This Agreement, the Exchange, and all exhibits thereto embody the entire agreement between the Parties concerning the subject matter of this Agreement and the Exchange, and supersede all prior conversations, proposals, negotiations, understandings and contracts, whether written or oral. This Agreement shall not be amended, altered, changed, modified, supplemented, or rescinded in any manner except by a written amendment executed by all of the Parties.

18. **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, 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.

19. **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.

[*Remainder of page intentionally left blank signatures on following pages*]

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

THE TOWN:

TOWN OF ERIE, COLORADO,
a Colorado home rule municipal corporation

By: _____
Name: _____
Title: _____

Attest:

_____
Debbie Stamp, Town Clerk

[remainder of this page intentionally left blank]

EXTRACTION:

EXTRACTION OIL & GAS, INC.
a Delaware Corporation

By: _____
Name: _____
Title: _____

[remainder of this page intentionally left blank]

7N:

7N, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

[remainder of this page intentionally left blank]

SM ENERGY

SM Energy, a Delaware corporation

By: _____
Name: _____
Title: _____

[remainder of this page intentionally left blank]

SUMMARY OF EXHIBITS:

EXHIBIT 1 P&A WELLS

EXHIBIT 2 COUNTY ROAD 6 PAVING

EXHIBIT 1

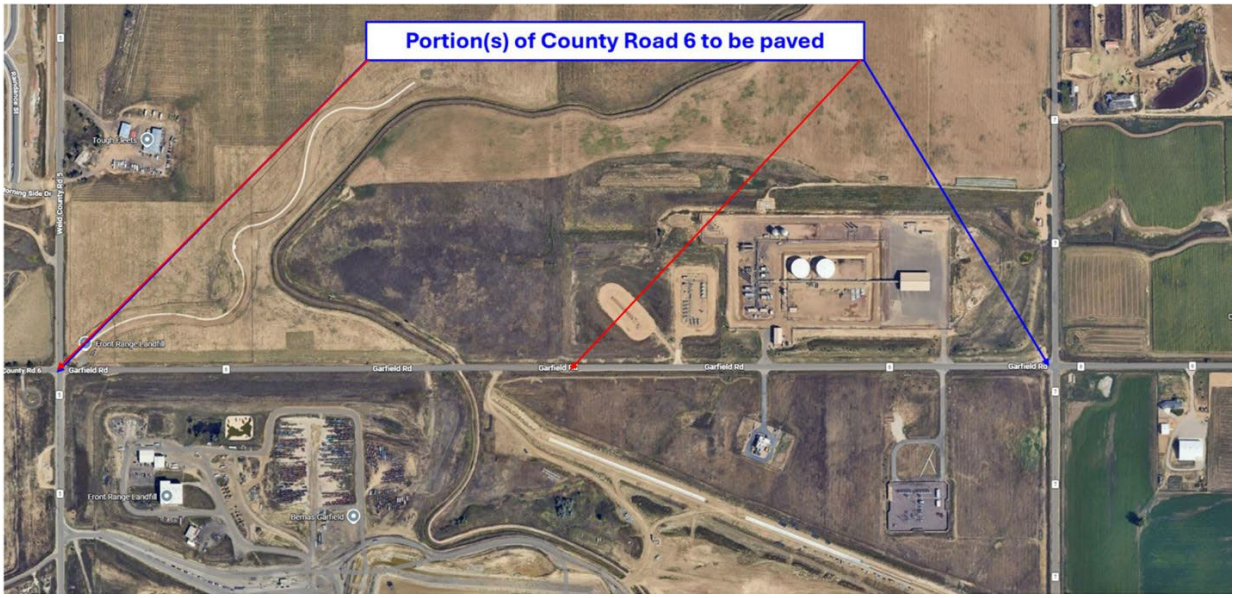
P&A WELLS

"Draco P&A Wells"		
Count	**Well Name**	**API #**
1	BARB LTD B UNIT 1	05-123-10743
2	COAL CREEK 6-0-19	05-123-28138
3	COAL CREEK 6-4-19	05-123-28149
4	ERIE 1-24	05-013-06127
5	LUMRY G UNIT 1	05-013-06572
6	LUMRY 2-24	05-013-06577
7	LUMRY 6-0-24	05-013-06575
8	LUMRY 6-4-24	05-013-06573
9	LUMRY 8-2-24	05-013-06182
10	MORRIS MC 27-2	05-013-06442
11	MORRIS MC 27-7	05-013-06422
12	MORRIS MC 27-8	05-013-06421
13	PRICE 1-26	05-013-06134
14	VESSELS 12-30	05-123-23987
15	VESSELS 14-30	05-123-23986
16	VESSELS MINERALS A UNIT 1	05-123-18691
17	VESSELS MINERALS A UNIT 2	05-123-18690
18	YOUNG 2-26	05-013-06246
19	YOUNG MC 23-12D	05-013-06559
20	YOUNG MC 23-14D	05-013-06558
21	YOUNG MC 26-05D	05-013-06621
22	ZWICK F UNIT 1	05-013-06243

"Non-Draco P&A Wells"		
Count	**Well Name**	**API #**
1	ALLAN H UNIT 23-12	05-013-06536
2	ALLAN H UNIT 24-12	05-013-06556
3	BAILEY 32-12	05-013-06506
4	BAILEY 33-12	05-013-06555
5	BAILEY 42-12	05-013-06534
6	BAILEY 43-12	05-013-06533
7	WIGGETT 2-13	05-013-06641
8	WIGGETT 12-13	05-013-06581
9	WIGGETT 22-13	05-013-06638
10	WIGGETT 32-13	05-013-06564
11	WIGGETT 0-2-13	05-013-06592
12	WIGGETT 1-0-13	05-013-06591
13	WIGGETT 2-4-13	05-013-06636
14	WIGGETT 4-2-13	05-013-06571
15	WIGGETT 4-4-13	05-013-06637
16	WILLIAM PELTIER 1A-20H	05-123-33301
17	YOUNG 4-31	05-123-16183

EXHIBIT 2

COUNTY ROAD 6 PAVING



I cannot be in attendance for the June 16th Town Council meeting at which a vote will be taken on the sale of the Town of Erie's mineral rights to SM Energy, augmenting and enabling the drilling of the Draco pad and fracking. These are my Council Member comments.

The issues have been many and complicated, some of which may well result in legal challenges to any approved contract. These include:

- Lack of transparency and clarity, and overuse of Executive Sessions to make decisions
- Failure to follow competitive bidding processes or policies on multi-million dollar contracts
- An interpretation that the Town charter's requirement that open space property not be sold without voter approval being overruled by an ordinance… the very scenario the charter fully intended to avoid.
- The lack of a Special Use Review for the drilling of open space properties.
- Potential conflicts of interest between negotiating parties

For the last six months, Erie Town Council has been negotiating behind closed doors for the sale of its mineral rights. A lot has been made, appropriately, of how TWO multi-million dollar contracts have come before Town Council without going through ANY type of competitive bidding process. One was already approved, the other will be voted on at the June 16th session.

Also for the last six months, residents have repeatedly been told by the mayor and council members that they wanted to hear from the community on whether or not to sell the Town's mineral rights. Residents were told their voice would be heard. They were told Council would listen. Resident voices were strong, consistent and plentiful. You came out in person both in council chambers and on the street, in emails, and in social media. The message has been clear. Residents are broadly and strongly opposed to the sale of the town's mineral rights. Not once has council heard a price at which these residents would compromise their position.

The mayor and others on council, have also said, "we want to get something out of the Draco pad."

Council Member positions on the sale have been visibly telegraphed through it all, mine included. If the contract is approved, one thing stands true: whose voice matters? That of residents, or that of council? That of the voter approved Town Charter, or an ordinance?

Dan Hoback
Council Member
District 2

Written Comment - Town of Erie Mineral Right - June 16 Council Meeting

Please submit any written comments for the Town Council before **12 p.m. on Friday. June 12** for the comments to be provided in the Council materials packet.

Residents can also provide comment in person or online for the meeting. Attend in person at 645 Holbrook Street in Council Chambers (capacity is limited) or participate online at www.erieco.gov/CouncilMeeting.

Full Name	Abhishek Gangwal
City/Town of Residence	Erie
Email	agangwal2007@gmail.com
Your Comment	I don’t support the drilling and the selling of mineral rights. We do not want more drilling in our neighborhoods.

Written Comment - Town of Erie Mineral Right - June 16 Council Meeting

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Full Name	Amanda Loosemore
City/Town of Residence	Erie
Your Comment	Dear Mayor Moore and Town Council, I am an Erie resident and I am strongly opposed to the Draco Pad and to the Town selling its mineral rights for this project. I understand that the Draco Pad has already been approved at the state level, but that does not mean Erie should voluntarily give up one of the few remaining pieces of leverage it has. The fact that Draco was approved over Erie's objections is exactly why Erie should not voluntarily cooperate now. The Town's own FAQ says Erie's minerals make up only about 2.7% of Draco production, yet also says SM Energy would be required to drill around Town minerals if they are not sold and pooled. That makes these rights important, even if they are a small percentage of the overall project. Please do not trade away Erie's leverage for a one-time payment, land, or promises that may not fully protect residents over the long term. Our community will live with the health, safety, noise, traffic, air quality, and environmental impacts long after this deal is signed. Erie should be using every available tool to reduce, delay, challenge, and limit this project, not helping clear the path for it. Please vote no on the mineral rights agreement. Do not sell Erie's remaining leverage. Please prioritize residents' health, safety, transparency, and long-term quality of life over this deal.

Written Comment - Town of Erie Mineral Right - June 16 Council Meeting

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Full Name	Amanda Teo
City/Town of Residence	Erie
Your Comment	Dear Erie Town Council, I am writing to STRONGLY oppose the proposed sale of our municipal mineral rights to SM Energy. It will negatively affect our community. We should not give up our community's legal leverage. Under SB24-185, our minerals cannot be force-pooled, giving us immense power to protect our neighborhoods. Selling these rights now permanently surrenders that protection just to help an oil and gas company meet its May 2028 production deadline. Furthermore, using Alameda Mineral Advisors - a firm led by a former Civitas executive, creates a glaring conflict of interest, and plugging 17 year old wells should be a standard safety requirement, not a bargaining chip for a new deal. Sustainability is Erie's top priority. Please listen to the residents, we do NOT support the sale of the mineral rights.

Written Comment - Town of Erie Mineral Right - June 16 Council Meeting

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Full Name	Amber Ott
City/Town of Residence	Erie
Email	amber.spradley@gmail.com
Your Comment	Dear Town of Erie Officials, I am writing to strongly oppose the sale of the Town's mineral rights and any action that would facilitate the Draco drilling project moving forward beneath or near residential neighborhoods. As a resident and stakeholder in our community, I am deeply concerned about the potential impacts that expanded oil and gas development could have on the health, safety, and quality of life of Erie residents. Drilling operations in close proximity to neighborhoods raise legitimate concerns regarding air quality, noise, traffic, emissions, and other environmental and public health risks. Families should not have to worry about industrial drilling activity occurring beneath or adjacent to the communities where they live, work, and raise their children. I am also concerned about the potential effect on residential property values. Many homeowners have made significant investments in Erie because of its strong neighborhoods, schools, and quality of life. Allowing additional drilling activity associated with the Draco project could negatively affect home values and marketability, creating long-term consequences for residents while providing limited benefits to the community. Selling the Town's mineral rights would remove an important tool for local control and could make it more difficult to influence future development decisions. Once these rights are sold, the Town may lose leverage to protect residents from projects that are inconsistent with community priorities and expectations. I urge the Town Board to reject the sale of the mineral rights and take all available measures to prevent the Draco drilling project from advancing under or near residential neighborhoods. The health, safety, property values, and overall well-being of Erie residents should remain the highest priority. Please include my comments in the public record as opposition to both the sale of the Town's mineral rights and the advancement of the Draco drilling project. Thank you for your consideration. Sincerely, Amber Ott

Written Comment - Town of Erie Mineral Right - June 16 Council Meeting

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Residents can also provide comment in person or online for the meeting. Attend in person at 645 Holbrook Street in Council Chambers (capacity is limited) or participate online at www.erieco.gov/CouncilMeeting.

Full Name	Andrea Lewis
City/Town of Residence	Erie
Your Comment	We are a family of five living in the Westerly neighborhood, one of the communities located closest to the proposed Draco Pad. We chose Erie because of its reputation as a safe, family-oriented town with excellent schools, parks, trails, and neighborhoods where children can grow up healthy and thrive. We never imagined that a large-scale industrial oil and gas operation would be proposed so close to where our children live, play, and attend school. As parents of three young children, including babies who will spend their earliest years here, we are deeply concerned about the potential health impacts associated with drilling and hydraulic fracturing activities occurring near our home. Scientific studies have linked oil and gas operations to increased air pollution, including volatile organic compounds such as benzene, as well as particulate matter and other emissions that can negatively impact respiratory health. Research has also raised concerns regarding increased risks of asthma, adverse birth outcomes, developmental impacts, and other health effects, particularly for young children whose bodies and lungs are still developing. The concern is not simply about a drilling site in the distance. The Draco Pad is proposed immediately adjacent to existing and future residential neighborhoods, parks, trails, and schools. Families like ours will be living, walking, biking, and raising children within close proximity to industrial operations that are expected to continue for years. The noise, truck traffic, air emissions, light pollution, and overall industrialization of what was intended to be a residential community are unacceptable burdens for families who chose to call this area home. Our children deserve to play outside without concerns about what they may be breathing. They deserve clean air, safe parks, healthy schools, and neighborhoods designed for families—not neighborhoods overshadowed by large-scale industrial development. While regulations and mitigation measures may reduce some risks, they cannot eliminate them entirely. The fact that restrictions and special conditions have been required for nearby residents demonstrates that even regulators recognize the potential impacts. We understand the importance of energy development, but we believe it should not come at the expense of the health and well-being of families who live directly adjacent to these operations. The families of Westerly and surrounding neighborhoods should not bear disproportionate health, environmental, and quality-of-life impacts for decades to come. We respectfully ask decision-makers to consider the long-term consequences of this project on the families who will live closest to it. Once drilling begins, the effects on

our community cannot simply be reversed. The decisions made today will impact our children and future generations for years to come.

As a family of five raising three young children in the closest neighborhood to the Draco Pad, we urge you to prioritize the health, safety, and welfare of Erie residents. Protect our homes, our schools, our parks, our air quality, and most importantly, our children. The future of our community is worth more than the short-term benefits of placing industrial development next to where families live. Please please please listen to the community members and silence the greed for money.

Written Comment - Town of Erie Mineral Right - June 16 Council Meeting

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Full Name	Andy Hampton
City/Town of Residence	Erie
Your Comment	This is not a decision that can be undone. Once the rights are sold, they're gone — along with the one real piece of leverage we have. SB24-185 means our minerals can't be force-pooled, so Erie is not cornered and doesn't have to take whatever is offered. We'd be giving that up so an energy company can clear the last obstacle to a project the people living above it never wanted. Most of all, I want the council to confront the conflict of interest at the heart of this deal. The town hired Alameda Mineral Advisors to value our assets and negotiate the sale — a firm led by the former Chief Operating Officer of Civitas until 2023. Civitas is the parent of the company operating the Draco Pad, and Civitas was the party that first approached the town to buy these rights. So Erie put a recent executive of the buyer's own company in charge of representing residents against that company. Worse, his pay is tied to closing a deal — up to $4.5 million, including a commission on the transaction's value — which means he earns little if the town does the very thing that may serve us best: keep our rights and walk away. And he was hired with no competitive RFP, contrary to the town's own purchasing policy. Even setting aside anyone's intentions, that is a structural conflict residents cannot be expected to trust. The risks are just as real: 26 wells running five miles beneath where our families sleep, a park and a planned school within 2,000 feet, hundreds of old abandoned wells that could be disturbed, and 541 million gallons of water spent during a drought. None of it improves a single resident's life. You were elected to take the long view, even when the short-term money is tempting. Protect the rights you are not required to sell, honor Erie's commitment to sustainability, and trust the residents telling you the same thing meeting after meeting. We do not support this sale.

Written Comment - Town of Erie Mineral Right - June 16 Council Meeting

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Residents can also provide comment in person or online for the meeting. Attend in person at 645 Holbrook Street in Council Chambers (capacity is limited) or participate online at www.erieco.gov/CouncilMeeting.

Full Name	April Archer
City/Town of Residence	Erie
Email	aprilandjt@comcast.net
Your Comment	I am strongly opposed to the selling of mineral rights for the Draco pad's proposed new drilling. My family and I have lived in Flatiron Meadows since 2018, and this is very concerning for health, noise, environmental, and ethical reasons. Please do not allow this drilling to occur (under our home!). We would have never invested in this town or community if we knew that this was a possibility for new drilling. We understood the existing wells near us (most of which are plugged/abandoned), and we're extremely opposed to any new drilling in our neighborhood.

Meredyth Muth

From: Carol Ashcroft <cashcroft99@yahoo.com>
Sent: Thursday, June 11, 2026 7:57 PM
To: Council Mail
Cc: Carol Ashcroft
Subject: RE: Town Council selling mineral rights under Brennan By the Lake Subdivision

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

COUNCILMEMBERS: Please vote NO to selling the Town of Erie's mineral rights to SM Energy. I live in Brennan by the Lake (Canyon Creek PD) and am directly affected by this decision. Even if this were not happening in my neighborhood, I would stand against prioritizing short term profits over the long term health of this town's residents. Your role is to represent us, the people of Erie-- and we say no. Our health matters. Our environment matters. Our neighborhood matters. Additionally, Thomas Reservoir open space is a treasure that should be protected from future drilling.

Thank you.

Grant Ashcroft
685 Brennan Circle
Erie, Colorado

Carolyn Ashcroft
685 Brennan Circle
Erie Colorado

Sent from my iPhone

Written Comment - Town of Erie Mineral Right - June 16 Council Meeting

Please submit any written comments for the Town Council before **12 p.m. on Friday. June 12** for the comments to be provided in the Council materials packet.

Residents can also provide comment in person or online for the meeting. Attend in person at 645 Holbrook Street in Council Chambers (capacity is limited) or participate online at www.erieco.gov/CouncilMeeting.

Full Name	Barbara and Tom Petruzzi
City/Town of Residence	Erie
Email	barb.petruzzi@gmail.com
Your Comment	Dear Town Council and Mayor, Your upcoming meeting and vote is extremely disturbing to us. Erie is advertised as "the best place to raise a family," yet you are not upholding your claim. We moved here after 45 years in the Boulder County mountains thinking that we were on the Boulder County side of Erie and that Erie was progressive enough for us to stay here and protect us from further drilling. Now, it is more concerning after witnessing the disgrace of the Town Council to want to sell away mineral and oil rights. What have you become? Apparently, this has been discussed for a while behind closed doors, without giving the public much information or much chance to question. (Yes, there was a June 2 session.) Now, suddenly, you're about to vote! Why the rush?? Is the energy company in a hurry, or you? Doesn't something this important and long-lasting deserve more public comment and discussion? A vote in November? As someone said, "Our issue this minute is that the manufactured rush to the June 16th, 2026 meeting is also a manufactured emergency." Again, why the rush? What deadline does it meet for Draco? The communication has been lackluster at best. It benefits us to receive millions of dollars if we approve the deal? If it is not approved, we do not receive the millions and they have to drill around? And, that is a bad thing and may actually hinder the Draco project? What about the risks to our health? Even experts admit that despite drilling very deep, rocks can have fissures, and things could work their way up to our homes above. The water used to frack (which will be millions of gallons), according to you, is not coming from Erie - where will it be obtained and where will it go? How might it affect the groundwater and those with wells? Might it contaminate our groundwater?? Have any of you considered this? You hired a consultant to help you get the best deal. He used to work for the company that you are about to sign a deal with. That certainly seems a conflict of interest, at least in spirit if not by law. You say that the better deal he gets for us, the more money he makes. But if there is no deal, he presumably doesn't get his millions of dollars. So there's an incentive to make a deal, not reject it. That's not evenhanded. That's not impartial or unbiased. What happened to sending out an RFP and receiving multiple bids for consultation? And worse, Matt Owens, is the former president of Extraction Oil, which was bankrupted, and former COO of

Civitas, which merged with SM Energy recently. He also graduated from the Colorado School of Mines, where the mayor works. How can you be so indiscreet about who you are offering this position to?

At the study session on June 2, the deal was presented and explained. It appeared that it had been required to get competing offers for our mineral rights and that maybe that hadn't happened. Is Erie getting the best deal? This also seems like a huge breach of process -- that should perhaps require starting over and collecting bids?

Someone has suggested that our mineral rights are considered real property and, as such, can't be sold without a supermajority vote. It doesn't seem to be presented as such and a simple majority seems poised to okay it. Is it technically real property? Is a supermajority required? This is an important question that has not been addressed.

At a minimum, if we must offer our valuable mineral rights to them, why not lease them instead of selling them outright? Might not future generations regret this sale?

Our community's health and safety is important and you should feel the same. This could blow up in the future, with contamination and sickness and other problems. It can be avoided by rejecting this deal. We can get revenue in other ways -- and this doesn't even seem to be that much money. Remember that we already live with risks from the wells and mines already here. We don't need to add to that.

We urge you to show that you're open-minded and are considering the health and well-being of your neighbors by rejecting this deal and doing the right thing for the future of Erie. If Erie truly is the best place to raise a family, you can help keep that true.

Thank you.

Meredyth Muth

From: Jacqueline Batts <jfbatts@gmail.com>
Sent: Tuesday, June 9, 2026 8:04 PM
To: Council Mail
Subject: Please Vote No

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Council members,

Please vote NO to selling the Town of Erie's mineral rights to SM Energy.

I live in Brennan by the Lake (Canyon Creek PD) and am directly affected by this decision. Even if this were not happening in my neighborhood, I would stand against prioritizing short term profits over the long term health of this town's residents.

Your role is to represent us, the people of Erie-- and we say no. Our health matters. Our environment matters. Our neighborhood matters.

Additionally, Thomas Reservoir open space is a treasure that should be protected from future drilling.

Thank you,
Jackie Batts

Sent from my iPhone

Meredyth Muth

From: Nathan Brinza <ndbrinza@uwalumni.com>
Sent: Monday, June 8, 2026 1:48 PM
To: Council Mail
Subject: Mineral Rights - I do not support selling

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Erie Town Council,

As an Erie resident, I am writing to oppose the proposed sale of our municipal mineral rights to SM Energy.

We should not give up our community's legal leverage. Under SB24-185, our minerals cannot be force-pooled, giving us immense power to protect our neighborhoods. Selling these rights now permanently surrenders that protection just to help an oil and gas company meet its May 2028 production deadline.

Furthermore, using Alameda Mineral Advisors—a firm led by a former Civitas executive—creates a glaring conflict of interest, and plugging 17 old wells should be a standard safety requirement, not a bargaining chip for a new deal.

Sustainability is Erie’s top priority. Please listen to the residents, we do NOT support the sale of the mineral rights.

Nathan Brinza
Erie, Colorado resident and homeowner
Sent from my iPhone

Meredyth Muth

From: Deborah Cameron <camerondebann@gmail.com>
Sent: Thursday, June 4, 2026 11:40 AM
To: Council Mail
Subject: Erie mineral rights

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mayor and council:

I'm troubled by the apparent upcoming sale of our mineral rights.

I have a lot of questions and concerns.

-- Apparently, this has been discussed for a while behind closed doors, without giving the public much information or much chance to question. Now, suddenly, you're about to vote!

-- Why the rush?? Is it the energy company in a hurry, or us? Doesn't something this important and long-lasting deserve more public comment and discussion? Maybe even a community vote?

-- We are being communicated with in a not very even-handed way. For example, it's being presented as PRO: We get millions of dollars if we approve the deal. CON: We don't get millions of dollars and they may just drill around us. There are more potential downsides and risks than that.

-- What about the risks to our health? Even experts admit that despite drilling very deep, rocks can have fissures, and things could work their way up to our homes above. Gobs of water will be used for fracking in Erie. It won't come from our water supply, but it will come from somewhere, which might affect us, and where will it go? Might it deplete some groundwater and affect those with wells? Might it contaminate our groundwater??

-- You hired a consultant to help us get the best deal. He used to work for the company we're about to sign a deal with. That certainly seems a conflict of interest, at least in spirit if not by law. You say that the better deal he gets for us, the more money he makes. But if there is no deal, he presumably doesn't get his millions of dollars. So there's an incentive to make a deal, not reject it. That's not evenhanded. That's not impartial or unbiased.

-- At the study session on June 2, the deal was presented and explained. It appeared that it had been required to get competing offers for our mineral rights and that maybe that hadn't happened. I suspect we're not getting the best deal.

-- Someone has suggested that our mineral rights are considered real property and, as such, can't be sold without a supermajority vote. It doesn't seem to be presented as such, though, and a simple majority seems poised to okay it. Is it not real property? Is a supermajority not required?

-- At a minimum, if we must offer our valuable mineral rights to them, why not lease them instead of selling them outright? Might not future generations regret this sale?

Our community's health and safety is a BIG, BIG deal. This *could* blow up in the future, with contamination and sickness and big problems. It can all be avoided by rejecting this deal. We can get money in other ways -- and this doesn't

even seem to be that much money. Remember that we already live with risks from lots of wells and mines. We don't need to add to that.

I urge you to show that you're open-minded and are considering the health and well-being of your neighbors -- by rejecting this deal.

Thank you,

Deborah
Erie Resident and Voter

Meredyth Muth

From: Missy Carrier <syc213@gmail.com>
Sent: Wednesday, June 10, 2026 8:07 AM
To: Council Mail
Subject: VOTE NO TO SELLING MINERAL RIGHTS

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Erie Town Council,
We are vehemently opposed to selling the Town of Erie's mineral rights to SM Energy (Draco Pad). Please vote NO to this proposal. We live directly above the area that will be fracked in Brennan by the Lake neighborhood. We do not want fracking to occur under our home.

We are registered voters and actively participate in all local elections. Thank you for noting our opposition to this deal.
--
Margaret and Robert Carrier
639 Brennan Circle
303-957-7345 cell
syc213@gmail.com

Written Comment - Town of Erie Mineral Right - June 16 Council Meeting

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Residents can also provide comment in person or online for the meeting. Attend in person at 645 Holbrook Street in Council Chambers (capacity is limited) or participate online at www.erieco.gov/CouncilMeeting.

Full Name	Chris Bolton
City/Town of Residence	Erie
Email	woodmont.shadows@gmail.com
Your Comment	Dear Erie Town Council, As an Erie resident, I am writing to oppose the proposed sale of our municipal mineral rights to SM Energy. We should not give up our community's legal leverage. Under SB24-185, our minerals cannot be force-pooled, giving us immense power to protect our neighborhoods. Selling these rights now permanently surrenders that protection just to help an oil and gas company meet its May 2028 production deadline. Furthermore, using Alameda Mineral Advisors—a firm led by a former Civitas executive—creates a glaring conflict of interest, and plugging 17 old wells should be a standard safety requirement, not a bargaining chip for a new deal. Sustainability is Erie's top priority. Please listen to the residents, we do NOT support the sale of the mineral rights.

Written Comment - Town of Erie Mineral Right - June 16 Council Meeting

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Full Name	Christina Bolton
City/Town of Residence	ERIE
Email	ccbolton2008@gmail.com
Your Comment	Dear Erie Town Council, As an Erie resident, I am writing to oppose the proposed sale of our municipal mineral rights to SM Energy. We should not give up our community's legal leverage. Under SB24-185, our minerals cannot be force-pooled, giving us immense power to protect our neighborhoods. Selling these rights now permanently surrenders that protection just to help an oil and gas company meet its May 2028 production deadline. Furthermore, using Alameda Mineral Advisors—a firm led by a former Civitas executive—creates a glaring conflict of interest, and plugging 17 old wells should be a standard safety requirement, not a bargaining chip for a new deal. Sustainability is Erie's top priority. Please listen to the residents, we do NOT support the sale of the mineral rights.

Written Comment - Town of Erie Mineral Right - June 16 Council Meeting

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Full Name	Christina Bolton
City/Town of Residence	ERIE
Email	blue.tansy.dansy@gmail.com
Your Comment	Dear Erie Town Council, As an Erie resident, I am writing to oppose the proposed sale of our municipal mineral rights to SM Energy. We should not give up our community's legal leverage. Under SB24-185, our minerals cannot be force-pooled, giving us immense power to protect our neighborhoods. Selling these rights now permanently surrenders that protection just to help an oil and gas company meet its May 2028 production deadline. Furthermore, using Alameda Mineral Advisors—a firm led by a former Civitas executive—creates a glaring conflict of interest, and plugging 17 old wells should be a standard safety requirement, not a bargaining chip for a new deal. Sustainability is Erie's top priority. Please listen to the residents, we do NOT support the sale of the mineral rights.

Written Comment - Town of Erie Mineral Right - June 16 Council Meeting

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Full Name	Christina Bolton
City/Town of Residence	ERIE
Email	boltoncompras@gmail.com
Your Comment	Dear Erie Town Council, As an Erie resident, I am writing to oppose the proposed sale of our municipal mineral rights to SM Energy. We should not give up our community's legal leverage. Under SB24-185, our minerals cannot be force-pooled, giving us immense power to protect our neighborhoods. Selling these rights now permanently surrenders that protection just to help an oil and gas company meet its May 2028 production deadline. Furthermore, using Alameda Mineral Advisors—a firm led by a former Civitas executive—creates a glaring conflict of interest, and plugging 17 old wells should be a standard safety requirement, not a bargaining chip for a new deal. Sustainability is Erie's top priority. Please listen to the residents, we do NOT support the sale of the mineral rights.

Written Comment - Town of Erie Mineral Right - June 16 Council Meeting

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Full Name	Christine Hackett (Eisenberg)
City/Town of Residence	Erie
Your Comment	David Frank, Director of Environmental Services, has continued to impress me on this topic, beginning with his testimony at the 2024 and 2025 ECMC hearings, through to his presentations to Town Council, including the latest Study Session on 6/2/2026. He demonstrated to me that Erie's residents will benefit from improved health & safety provisions within the Town of Erie Mineral Rights Sales Agreement, and that ill effects from the drilling work are unlikely. I am also impressed with the 6/2/2026 Study Session report by Julian Jacquin, Director of Economic Development, that Erie's residents will benefit from additional retail & commercial development associated with the transfer of 3 parcels of land that have potential sales tax revenues of nearly $50 million to over $200 million. New retail & commercial development is a high priority for residents, per the Aug 2025 Community Survey, and the location of these parcels are ideal to serve residents. In addition, the land transfer could support expansion of the Leon A. Wurl Service Center, where additional space is sorely needed by the Dept of Parks & Rec, according to testimony by Luke Bolinger, Director of Parks & Rec, during the Town Council meetings regarding the Page Property. Erie's residents could also benefit from the $17M+ production revenue and $4.5M cash payment to support multiple Town expenses, including the Capital Facilities Budget, which shows severe stress in the near-term, according to testimony by Sara Hancock, Director of Finance, during Town Council meetings regarding the Budget. To me, the Town Staff has demonstrated strong arguments for the Town Council to support the Town's Mineral Rights Sales Agreement. And while non-compliance with the Town's Purchasing Policy for the mineral rights consultant occurred under control of former Town Manager Malcolm Fleming, I believe Erie's residents have benefitted from the knowledge and expertise of that consultant, again per testimony by Town Staff. For all these reasons, and the fact that a No vote will NOT stop the horizontal drilling in our Town and under my own home, I support a YES vote by the Town Council to approve the Mineral Rights Sales Agreement relating to the Draco Pad project. Thank you.

Written Comment - Town of Erie Mineral Right - June 16 Council Meeting

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Residents can also provide comment in person or online for the meeting. Attend in person at 645 Holbrook Street in Council Chambers (capacity is limited) or participate online at www.erieco.gov/CouncilMeeting.

Full Name	Christopher Bolton
City/Town of Residence	Erie
Email	cgbolton@boltonusa.com
Your Comment	Dear Erie Town Council, As an Erie resident, I am writing to oppose the proposed sale of our municipal mineral rights to SM Energy. We should not give up our community's legal leverage. Under SB24-185, our minerals cannot be force-pooled, giving us immense power to protect our neighborhoods. Selling these rights now permanently surrenders that protection just to help an oil and gas company meet its May 2028 production deadline. Furthermore, using Alameda Mineral Advisors—a firm led by a former Civitas executive—creates a glaring conflict of interest, and plugging 17 old wells should be a standard safety requirement, not a bargaining chip for a new deal. Sustainability is Erie's top priority. Please listen to the residents, we do NOT support the sale of the mineral rights.

Meredyth Muth

From: Anna Clark <amc1012000@gmail.com>
Sent: Tuesday, June 9, 2026 10:01 PM
To: Council Mail; Andrew J. Moore; Dan Hoback
Subject: Town council meeting 6/9

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mayor Moore and Council Members,

I attended the Town Council meeting tonight, 6/9, where I learned that Council Member Dan Hobak would be unable to attend an important upcoming vote regarding sale of the Town mineral rights. It was very discouraging to hear his request to postpone and reschedule was denied.

I would like this Council to reconsider his request. As a resident, the mineral rights issue is very important and I would expect all Council members to be present for votes and decisions regarding sale or lease. I am particularly concerned as I reside in District 2 and I feel my voice would not adequately be represented.

This vote can impact the future of Erie. We are navigating a new state law. Please reconsider the request to postpone a vote until all council members can be present.

Thank you,
Anna Clark
Erie resident, District 2

Written Comment - Town of Erie Mineral Right - June 16 Council Meeting

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Full Name	Colleen Downs
City/Town of Residence	Erie, CO
Your Comment	My name is Colleen, I'm a resident of Erie and I'm writing to express my strong opposition to the proposed sale of our municipal mineral rights. As a resident, Sustainability remains a top priority, and I do not consent to selling our mineral rights. The 4 to 3 council vote proves there is no consensus here, and the 16 to 5 resident opposition at the april 21 special meeting reflects the true will of erie. I urge the council to listen to the hundreds of residents who have consistently shown up, reject this deal on June 16 and keep our community's protection in our own hands.

Written Comment - Town of Erie Mineral Right - June 16 Council Meeting

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Full Name	Corinna Hammersley
City/Town of Residence	Erie
Your Comment	As a resident of Erie since 1998, and Colorado native, it's my strong recommendation NOT to sell Erie's mineral rights.

Written Comment - Town of Erie Mineral Right - June 16 Council Meeting

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Full Name	Corinna Hammersley
City/Town of Residence	Erie
Your Comment	Dear Erie Town Council, As an Erie resident since 1998, I am writing to oppose the proposed sale of our municipal mineral rights to SM Energy. We should not give up our community's legal leverage. Under SB24-185, our minerals cannot be force-pooled, giving us immense power to protect our neighborhoods. Selling these rights now permanently surrenders that protection just to help an oil and gas company meet its May 2028 production deadline. Furthermore, using Alameda Mineral Advisors—a firm led by a former Civitas executive—creates a glaring conflict of interest, and plugging 17 old wells should be a standard safety requirement, not a bargaining chip for a new deal. Sustainability is Erie's top priority. Please listen to the residents, we do NOT support the sale of the mineral rights. Thank you!

Written Comment - Town of Erie Mineral Right - June 16 Council Meeting

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Full Name	Dave mason
City/Town of Residence	Erie
Your Comment	Dear Erie Town Council, As an Erie resident and taxpayer, I am writing to oppose the proposed sale of our municipal mineral rights to SM Energy. We should not give up our community's legal leverage. Under SB24-185, our minerals cannot be force-pooled, giving us immense power to protect our neighborhoods. Selling these rights now permanently surrenders that protection just to help an oil and gas company meet its May 2028 production deadline. Furthermore, using Alameda Mineral Advisors—a firm led by a former Civitas executive—creates a glaring conflict of interest, and plugging 17 old wells should be a standard safety requirement, not a bargaining chip for a new deal. Sustainability is Erie's top priority. Please listen to the residents, we do NOT support the sale of the mineral rights. And we will remember your decision when it comes time to vote in the next election.

Written Comment - Town of Erie Mineral Right - June 16 Council Meeting

Please submit any written comments for the Town Council before **12 p.m. on Friday. June 12** for the comments to be provided in the Council materials packet.

Residents can also provide comment in person or online for the meeting. Attend in person at 645 Holbrook Street in Council Chambers (capacity is limited) or participate online at www.erieco.gov/CouncilMeeting.

Full Name	David Ivener
City/Town of Residence	Erie
Email	david.ivener@gmail.com
Your Comment	Absolutely disagree with selling our mineral rights. Listen to your constituents!

Meredyth Muth

From: Sonia Dobinsky <soniadobinsky@gmail.com>
Sent: Tuesday, June 9, 2026 1:35 PM
To: Council Mail
Subject: Town Mineral Rights and Draco Well Site

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mayor Moore and City Council Members,

We are writing to strongly oppose your plan to sell the town's mineral rights, leaving no barrier between the citizens of this town and the dangers of the plan for drilling at the Draco Well Site. Like many, our decision to live in and spend our money in Erie was predicated on what we saw as the value of living here -- no planned drilling under our homes that would open us up to health dangers, property damage and diminishing property values.

By voting for this move, in our minds, you will be abdicating your responsibilities to protect community members and their properties from harm. We ask you to reconsider making this danger to our community a reality by voting NO on June 16th.

Thank you for your consideration.

Dan and Sonia Dobinsky
1293 Copper Drive

Written Comment - Town of Erie Mineral Right - June 16 Council Meeting

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Full Name	Donald Poole
City/Town of Residence	Erie
Email	dlpoole@gmail.com
Your Comment	Drilling under Erie from the Draco pad SHOULD DEFINITELY NOT BE ALLOWED

Written Comment - Town of Erie Mineral Right - June 16 Council Meeting

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Residents can also provide comment in person or online for the meeting. Attend in person at 645 Holbrook Street in Council Chambers (capacity is limited) or participate online at www.erieco.gov/CouncilMeeting.

Full Name	Dr. Larisza Krista
City/Town of Residence	Erie
Your Comment	Dear Mayor and Members of the Erie Town Council, I am writing to urge the Town Council to vote NO on the proposed sale of our municipal mineral rights. As a community, we spent more than two years fighting to hold Civitas (now SM Energy) accountable for the Draco Pad. Our neighborhood's position has not changed: sustainability remains our number one priority, as reflected in Erie's own community surveys. We did not vote to sell our mineral rights, and we do not support this deal. I ask the Council to reject this sale based on four critical points: - We Hold the Leverage Under SB24-185: Under current Colorado law, the Town's mineral rights cannot be force-pooled. If Erie refuses to sell, SM Energy is legally required to drill around us. Selling these rights means permanently surrendering the strongest legal tool we have to protect our neighborhood. - Clear Conflict of Interest: The Town hired Alameda Mineral Advisors to negotiate this deal—a firm led by a former Civitas executive. Paying an industry insider to "represent" the community we fought so hard to protect is a severe conflict of interest. The terms of this sale were effectively designed by the very industry benefiting from them. This is extremely concerning. - Plugging Old Wells is an Obligation, Not a Bargaining Chip: The framing of plugging 17 old wells as a "benefit" or a gift to the town is misleading. Remediating these old wells is a matter of basic public safety that should have been addressed long ago—it should not be used as a bargaining chip to justify a massive new sale. The 4-to-3 council vote to begin negotiations, combined with the 16-to-5 public comment against the deal at the April 21 special meeting, proves there is no community consensus here. Furthermore, negotiating a deal of this magnitude largely in private executive sessions undermines public trust. Erie residents have shown up consistently—including the 418 residents who submitted comments during the 2A period and the 271 who went on the official public record. We are asking you to represent our health, safety, and long-term sustainability. Please vote NO on the sale of Erie's municipal mineral rights. Sincerely, Dr. Larisza Krista

Meredyth Muth

From: Steve Drew <srdrew@gmail.com>
Sent: Tuesday, June 9, 2026 12:24 PM
To: Council Mail; Town Clerk
Subject: Tuesday, June 9th Town Council Materials
Attachments: June 9 Town Council Comments 06092026.pdf

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Erie Town Council & Town Clerk,

Please see attached for materials that I would like to be included in official minutes this evening.

These comments are made from publicly available information and, as you know, may not reflect all details that are held within Executive Session confidentiality. They also reflect reviews and comments from a non-lawyer who is asking for the Town Council to address potential material impacts related to the signed Consultant agreement and the potential Draco Pad agreements.

I. Request to hold any discussions open to the public and to provide transparency in these discussions by not holding a June 9th Executive Session;

II. An assessment of the breach of Contract by Alameda Mineral Advisors for failure to conduct a competitive bid and solicitation;

- The impact to the Town Council's ability to compare the value of multiple bid and solicitation offers, per the terms of the Contract.
- How the Town Council will address the completion of the required bid and solicitation process.
- The impact that this contract breach has on the potential sole-source deal vote on June 16.

III. Request for the impacts of the Town policy violation issue related to a $4.5 million sole-source agreement with Alameda Mineral Advisors as noted during the June 2nd Study Session; and

IV. An early review of the sole-source offer prior to the scheduled June 16th vote.

Best Regards,

Steve Drew
Erie Town Resident

June 9, 2026

Dear Erie Town Council,

The following comments and attachments are for the June 9th Town Council meeting and submitted for record.

These comments are summed up as:

I. Request to hold any discussions open to the public and to provide transparency in these discussions by not holding a June 9th Executive Session;

II. An assessment of the breach of Contract by Alameda Mineral Advisors for failure to conduct a competitive bid and solicitation;

- The impact to the Town Council's ability to compare the value of multiple bid and solicitation offers, per the terms of the Contract.
- How the Town Council will address the completion of the required bid and solicitation process.
- The impact that this contract breach has on the potential sole-source deal vote on June 16.

III. Request for the impacts of the Town policy violation issue related to a $4.5 million sole-source agreement with Alameda Mineral Advisors as noted during the June 2nd Study Session; and

IV. An early review of the sole-source offer prior to the scheduled June 16th vote.

I. JUNE 9th EXECUTIVE SESSION

This is a specific request for public transparency related to the Draco Pad discussions. Please cancel the June 9th Executive Session and discuss with Town Council and Staff information that should be made public related to the potential sale and transfer of Town-owned mineral rights and properties.

In general, the Town Council has relied on Executive Session confidentiality to withhold information that is typically discussed in an open and public format. A wide range of truly confidential information and traditionally non-confidential information. Mayor Moore has provided several assurances that this information will be made available using terms such as 'when the time is right.'

There is no more time between now and a potential vote on a sole-sourced contract with SM Energy on June 16th. Any discussions between now and the 16th will need to be open to the public.

II. MATERIAL BREACH OF CONTRACT – MATTHEW OWENS & ALAMEDA MINERAL ADVISORS

Per the public discussion during the June 2nd Study Session, it appears that Matthew Owens is in breach of contract for not completing material terms of his Consulting Agreement approved by the Town Council on December 16, 2025 and signed by Mayor Andrew Moore.

Specifically, Exhibit A – Scope of Services states that Matthew Owens ("Consultant") shall perform the following duties:

> ***Consultant shall conduct a competitive bidding process to secure optimal lease proposals, including valuations of monetary and non-monetary terms, for Town-owned mineral rights and property in the Draco Plan Area.***
>
> ***Consultant shall solicit bids for the sale of Town-owned mineral rights and property within the Draco Plan Area, with comparative analyses of upfront proceeds versus projected cash flows.***

During the June 2nd Study Session, the public learned that this process has not been completed and Matthew Owens did not provide the Town Council with results from a competitive bidding process. Owens did not provide the Town Council with evidence that he solicited bids for the sale of Town-owned mineral rights and property and did not provide a comparative analysis.

Also per Section IV.A, - Professional Responsibility, Owens was obligated to run a competitive bid and solicitation process and to provide results to the Town Council based on professional practice terms:

> ***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.***

Per terms in Section III of the Consultant's agreement - Compensation:

> ***III. Compensation***
>
> ***In consideration for the completion of the Scope of Services by Consultant, the Town shall pay Consultant a fee set forth in Exhibit B, which, under no circumstance, shall exceed $4,500,000, unless agreed to by the Town in writing. This amount shall cover 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 invoices for the fee set forth in Exhibit B, which shall be paid by the Town within 30 days of receipt.***

Owens clearly failed to meet terms for completion of the Scope of Services and the professional terms required by the Town of Erie in this Contract for Professional Responsibility. Instead, Owens ran a sole-source negotiation with SM Energy / Civitas in breach of contract. Owens did not provide or deliver the required results based on the Contract and on the Town Council's fiduciary duty.

Section I. B – Scope of Services covers adjustments to the Alameda Mineral Advisors Contract has several impacts to what appears to be a significant breach of contract by Owens.

> ***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.***

1) The Contract does not allow the Consultant to skip material terms of this Contract (e.g. bid and solicitation process) without an amendment to this Agreement.

2) There has been no Amendment to this agreement that has been put through the public processes required by Town Council decisions.

3) 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. Meaning that an amendment of this Agreement was required for Owens prior to any conclusion to his Contract.

The following concerns have a substantial impact on where the Town Council and Town of Erie stands today with contractual, legal and/or ethical concerns regarding this breach of contract. Once again, the majority of this information should be publicly discussed and not held inappropriately behind Executive Sessions. This request is for the Town Council to discuss openly:

- The likely breach of Contract by Alameda Mineral Advisors and the impact that this has on his fees. Confidential legal advice would not need to be discussed – the Town Council should request specific guidance in an open format.

- The impacts of not holding a competitive bid and solicitation process as it relates to the terms of this Contract and obligations of the Town Council. How this would impact the fact that the Town Council was provided with a sole-source contract outside the terms of this signed Contract.

- The impacts of not holding a competitive bid and solicitation process as it relates to the fiduciary duties of the Town Council – both in terms of the Contract and in terms of having comparative bids.

- The legal and ethical impact of receiving and potentially voting on a sole-source negotiation offer rather than meeting the Contract and fiduciary duty terms of a competitive bid and solicitation process.

- Why the Town Council is rushing a single-source agreement through rather than conducting a competitive bid and solicitation process that meets Town timelines rather than SM Energy timelines.

- Please seek outside Council guidance as to the potential impact to Town of Erie residents and taxpayers prior to voting on the approval of any agreement. Especially with the Town Council

aware of this breach of Contract and that a competitive bid and solicitation was not held. Please provide these assurances to the Town of Erie residents in a specific and public format prior to a vote for approval.

This exposure may include:

- Town Council knowledge of the breach of Contract by Alameda Mineral Partners – especially if knowledge of this breach was held within Executive Session confidentiality
- Fiduciary Duty to the Public Trust (C.R.S. § 24-18-103)
- TABOR and Annual Appropriation Violations (Colo. Const. Art. X, § 20) – Payment associated with an unfulfilled Contract
- "Gift Clause" violations and more

III. TOWN OF ERIE SOLE-SOURCE HIRING OF MATTHEW OWENS & ALAMEDA PARTNERS

The public learned during the June 2nd Study Session that the Consultant was brought on through a sole-source agreement that violates Town of Erie policy.

- Please discuss the impact of this to the process and validity of the Contract. What rules were violated and how this impacts the potential vote to approve a sole-source negotiation.

IV. INITIAL OFFER AND CONTRACT CONCERNS

Per the publicly posted information on https://www.erieco.gov/2657/Draco-Well

This information was posted shortly before the June 9th Town Council meeting and the site has forms to ask specific questions. The following is a quick, non-legal review of these contracts from a non-lawyer resident of Erie for consideration ahead of the potential vote on June 16th.

The statements below are for the Town Council consideration and do not represent any legal guidance. That said, there are a significant number of concerns that the Town Council should address openly prior to a vote.

Town of Erie would know more about the comparative value of this agreement if Alameda Mineral Advisors had completed the terms of their Contract. This is the reason the Contract has a bid and solicitation component – it provides the Town Council with assurances that this is the best deal available. It also provides checks-and-balances for reaching final contract terms. The completion of a bid and solicitation would also provide the Town Council and Town of Erie residents with a legal and ethical backstop that assures that the Town received the best offer available.

In general, this agreement appears to be highly asymmetrical in favor of SM Energy or Extraction or 7N or associates. (I'll use a generic SM Energy in the review.) This agreement does not reflect the significant impact that the Town of Erie could have on the financials and timing of Draco Pad Project – positive or

negative. It also does not appear to provide basic assurances that the Town of Erie will receive compensation.

From my read, the Agreement:

1. Contains a big issue where the Town of Erie can no longer object to the Draco Pad and/or there are terms that cause financial harm to the Town of Erie if there is a later vote to overturn this transaction.

2. Appears to not provide Erie with compensation if SM Energy to defaults and fail to close. The Town does not appear to have the right to pursue any legal action for financial damages caused by this failure.

3. The Town of Erie waives any rights to recover damages from any representations, warranties, or obligations from SM Energy. If a breach causes a material financial impact to the Town of Erie, the Town must absorb all of those losses.

4. The Town is only protected from environmental damages related to the 158 Acre property for 12 months. Has the Town conducted a full, third-party environmental impact related to this property that has guarantees that extend long-term? If not, this agreement appears that it would shuffle environment issues to Erie in 12 months and would expose Erie taxpayers to any environmental implications for years to come. It appears that this land has significant oil and gas legacy issues.

5. Erie is not receiving value for any non-disclosed mineral rights at the time of this signing. That would include what David Frank publicly described during the December 16 Town Council meeting as *"…The town's mineral rights are typically in subdivisions where we were given the area under the road, under the open space, and so they are sort of intertwined with private minerals."*

   Did Alameda Mineral Advisors not complete this portion of their Contract, per the terms of the Contract? Why is Erie not receiving value for these Town-owned assets?

6. The agreement states that the Town will get a fixed price of $24,000 per mineral acre for mineral rights between month 6 and year 25. This 25 year valuation should have an escalation clause based on the actual value of mineral rights at the time, inflation and more. Erie is losing money here.

7. The agreement puts the title clean-up costs on the Town and SM Energy is not in default if there are title issues. That is a big financial give by the Town in this potential deal.

8. It appears that Parkdale Development may pursue legal options related to property that would be transferred to the Town of Erie. It also appears that the Town must take title to this property. What are the financial impacts related to this disclosure – it appears that this would be a financial burden for Erie taxpayers as part of this deal.

The Contract to Exchange Real Property and Mineral Rights:

1. If the Erie Town Council takes any "formal action to object to the Draco Pad" before production begins, SM Energy can terminate this agreement. That's a big financial and representation issue that limits the voice of Erie residents and the Town of Erie. The Town is not receiving effective compensation and this is an ethical and possibly legal issue.

2. Agrees to pay $4.5 million which, oddly, is the same amount that would be paid to the Consultant. That payment from SM Energy (Civitas) does not help with any conflicts of interest considerations.

3. The 200% payout puts significant risk on the Town of Erie potentially receiving revenues. This payment pushes Town of Erie potential revenues well into the future – after that trigger is hit. It also is based on an ROI rather than actual revenues, where SM Energy will apply costs prior to meeting this financial hurdle. The agreement should provide more financial certainty for the Town (e.g. based on revenues rather than ROI) and payments should occur much earlier than the process.

4. The Well Abandonment section allows SM Energy several outs and delays. Deadlines are contingent on permits and third-party approvals. SM Energy appears to have automatic extensions to complete this process – even if these delays are from their own third party partners.

5. The 7N Property appears to come with environmental baggage that will be transferred to the Town of Erie. Midstream Facilities on the property where obligations will be transferred to the Town. No bonds or financial assurances from SM Energy required and associated with the potential liabilities.

6. The Town will not have full control of the 7N property. No development or operations (e.g. Park structures) unless it complies with SM Energy setbacks and siting and access rights. It appears that SM Energy has veto power over any municipal projects on the property as well.

7. It appears that the Town loses the road-paving project, future production payments and any structured timelines for well abandonment if SM Energy terminates this agreement. That would include (but not be limited to) any future Town Council voicing or having the Town Staff take action that SM Energy deems in conflict with Draco Pad. Goodness.

8. SM Energy will require the Town to give notice 7 days ahead of time for any site inspection. Apparently irrespective of any potential emergency or spill? The Town is limited in how many times the site can be inspected.

9. The agreement iterates that the Town will not have any extra regulatory, siting, or enforcement authority over the operations. That seems like a broad hand-wave towards the Town losing any power of issues with Draco Pad.

Meredyth Muth

From: Chris Eberhardt <wcfancyfab@gmail.com>
Sent: Tuesday, June 9, 2026 1:47 PM
To: Council Mail
Subject: No Fracking in Boulder

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Just saw a message on Nextdoor, that you will be voting on June 16th on a plan to sell mineral rights to a company who wants to frack in Erie. When were you going to tell the public so that we might have a say in this matter. We are in extreme drought at the moment and fracking uses large amounts of water we don't have, what's next data centers the public does not need! When the next election comes around I for one will be voting in my interest and the communities interest, it my not be any of you who get my vote.
WC Eberhardt
Taxpayer from SoBo
Sent from my iPad

Written Comment - Town of Erie Mineral Right - June 16 Council Meeting

Please submit any written comments for the Town Council before **12 p.m. on Friday. June 12** for the comments to be provided in the Council materials packet.

Residents can also provide comment in person or online for the meeting. Attend in person at 645 Holbrook Street in Council Chambers (capacity is limited) or participate online at www.erieco.gov/CouncilMeeting.

Full Name	Ana Grantham
City/Town of Residence	Erie
Your Comment	As an Erie resident, I respectfully urge the Town Council not to sell the Town's remaining mineral interests associated with the Draco Well Site. Although the project may already have state approvals, retaining these interests preserves some degree of local influence and leverage on behalf of residents. Once those rights are sold, that influence may be permanently lost. I ask the Council to place the long-term health, safety, environmental quality, and trust of Erie residents above short-term financial considerations. Many families chose Erie because of its commitment to quality of life, and I hope that commitment remains the priority in decisions related to oil and gas development. Thank you for your consideration.

Meredyth Muth

From: Bryon Bednar <bryon.bednar@gmail.com>
Sent: Monday, June 15, 2026 2:37 PM
To: Town Clerk; Andrew J. Moore; Council Mail
Subject: Draco Well Pad

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Request the public comment be entered into the record and provided to the Town council for their consideration regarding agenda item 2026-394.

I appreciate the mayor's informative blogs regarding the Draco Well Pad. I have very mixed feelings about profiting from the State's decision to allow the Draco project. If the decision is to stop fighting and take the money, my concern is that the Town will use this new found wealth to circumvent strict oversight and prioritization. There will be a temptation to spend the money on low priority projects that wouldn't be funded if funding were tight. These are projects that have very low return on investment or the return is limited to a very small portion of our population. One specific example mentioned in the mayor's blog is Connecting County Line to Airport Drive. This project deserves intense scrutiny.

Thank you for all you do and try to do for our community.

Sincerely,

Bryon Bednar

280 Skylane Drive

Meredyth Muth

From: Nathan Brinza <ndbrinza@uwalumni.com>
Sent: Sunday, June 14, 2026 7:07 PM
To: Andrew J. Moore; Council Mail
Subject: Re: Blog - Should Erie Benefit from Draco?

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mayor Moore,

I am writing to express my sincere concern regarding the proposed vote on the Draco pad and to respectfully request that the Town not move forward with approval just yet. While I appreciate the importance of economic development and thoughtful use of public assets, I believe this decision warrants additional time, broader community engagement, and a more transparent public process before any final action is taken.

Given the potential long-term implications of this decision, I would like to see the Town create more open and structured opportunities for residents to better understand the proposal, ask questions, and provide meaningful feedback. A project of this nature should not only meet technical or financial requirements, but should also reflect the community's values, expectations, and confidence in the process.

I also believe it is important to confirm that the Town has fully explored whether an RFP or other competitive process was conducted for the sale, lease, or transfer of these rights. If such a process has not occurred, I would encourage the Town to pause and evaluate whether a competitive solicitation would better protect the public interest, ensure market-based value, and demonstrate that all reasonable options have been considered.

My concern is not necessarily opposition to the project itself, but rather the need to ensure that the decision has been fully vetted. Residents deserve confidence that the Town has reviewed the financial, legal, operational, environmental, and community impacts in a comprehensive and transparent manner before committing to a path forward.

I respectfully ask that you and the Board consider delaying the vote until there has been more public discussion, clearer documentation of the evaluation process, and confirmation that the Town has pursued the appropriate competitive and due diligence steps. Taking additional time now may help avoid future concerns and strengthen public trust in the ultimate decision.

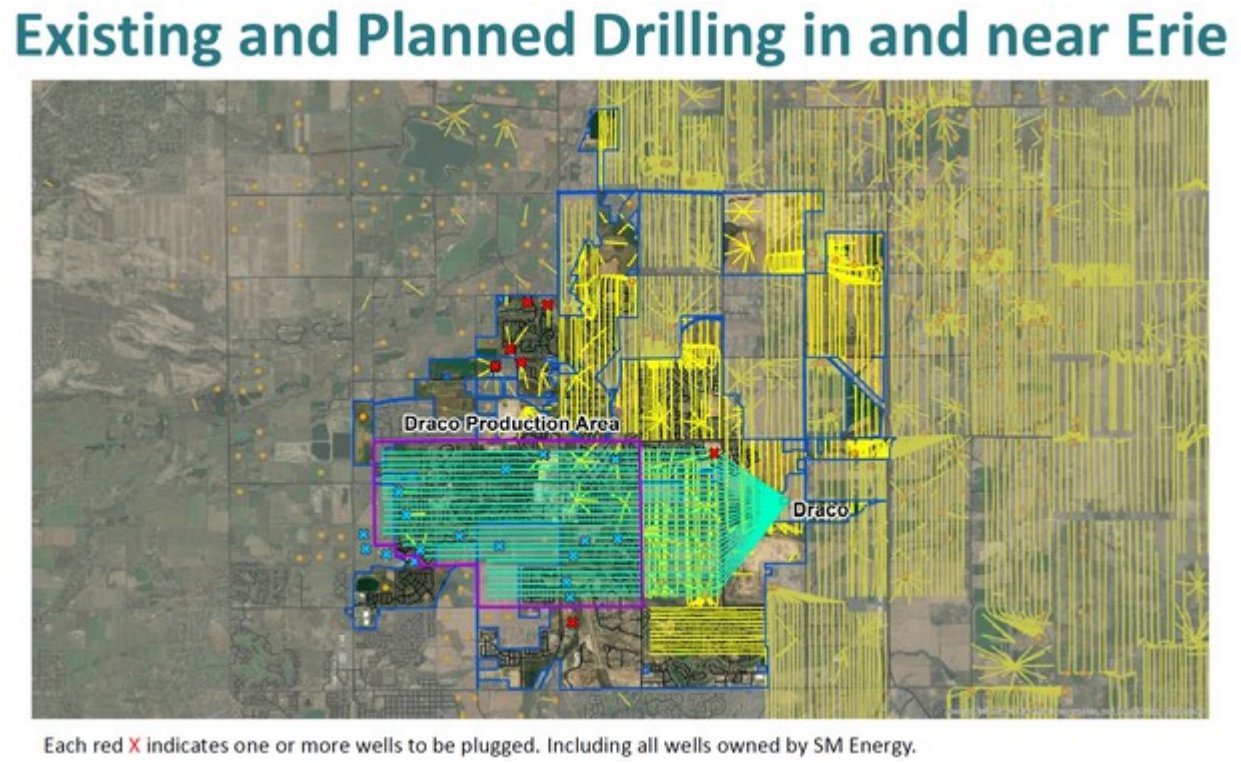
Thank you for your leadership and for your consideration of this request. I appreciate the work you and the Board do on behalf of the community, and I hope you will view this as a good-faith request for a careful, transparent, and community-centered process.

Sincerely,

Nathan Brinz

Sent from my iPad

> On Jun 14, 2026, at 2:40 PM, Mayor Andrew Moore <amoore@erieco.gov> wrote:



In my [first blog on the Draco project], I provided high-level context on the negotiations and shared that the construction and drilling of the 26 oil and gas wells at Draco will proceed with or without Erie's engagement. In this blog, I've added more specific information about what has resulted from the negotiations between the Town and SM Energy.

The question before Council on Tuesday, June 16, at 6:30 p.m. is whether we will leverage our mineral rights to secure compensation far above their $1-5.5M value and gain significant safety improvements that benefit Erie residents.

The agreement includes:

- **Cleaning Up the Past:** The acceleration of the removal of 17 additional wells, tanks, and pipelines outside of the Draco drilling area, the plugging of which is to commence within 5 years. These wells are near Kenosha Farms, Kenosha Estates, Erie Village, Wildrose, Lost Creek Farm, Erie Highlands, Colliers Hill, Erie Airpark, and Parkdale subdivisions.

- **Local Oversight:** Giving Erie the right to conduct our own regular inspections directly at the Draco site, even though it is outside of Erie's jurisdiction.
- **Just Compensation: ~$43.575M**
    - Upfront ~$4.5M cash payment
    - 3% of production revenue over the life of the operation after 2x capital costs recovery ~$25.5 million
    - 158 acres of strategic land appraised at ~$13.575M (Up to ~$200M once developed)

For years, Erie went all in against the Draco Well Site project, but ultimately the State Energy & Carbon Management Commission (ECMC) granted the project approval to proceed. In my opinion, it is now time to work together to get something meaningful for Erie.

If Erie were a community with abundant resources where our finances did not matter, perhaps this agreement would not have the significance it does. But we are not financially independent, and new revenue of more than $40M, and far more once the land is developed, is a big deal.

The Town has future planned projects that require significant funding. To budget for those projects, the Council will have to make fiscal decisions which will lead to the reprioritization of the Town's current projects and other resources. This agreement with SM Energy could go a long way toward providing a funding source for major current and future projects:

- A small portion of the 158 acres of prime land will help solve the problem of where to expand public works/utilities/park facilities and expand our open space and trail network corridor along the Coal Creek.
- Selling other parcels of 158 acres will drive new economic development and give us money that could be used to:
    - Expand our public works, utilities, and parks and recreation service centers
    - Provide land for affordable housing
    - Replace our dilapidated airport terminal (Fixed Base Operations - FBO)
- The ongoing wellhead revenue could allow us to bond for projects like:
    - Connecting County Line to Airport Drive
    - Increase our road capacity to reduce traffic bottlenecks

    - Building part of a second recreation center
- The accelerated shut-in of 17 additional wells will reduce the risks we live with today and reclaim unusable land.
- Inspections at the wellhead will increase our ability to proactively detect issues.

Because Draco is happening with or without Erie's cooperation, I believe the deal on the table is in Erie's best interest.

Thank you for your patience and for your continued engagement as we navigate this challenge together. You can share your feedback with me directly at amoore@erieco.gov.

Best, Andrew Moore
Mayor, Town of Erie

Social Media

www.moore4erie.com

This email was sent from this site.
If you no longer wish to receive this email, change your email preferences here.

Meredyth Muth

From: Nathan Brinza <ndbrinza@uwalumni.com>
Sent: Monday, June 15, 2026 7:43 AM
To: Andrew J. Moore; Council Mail
Subject: Re: Blog - Should Erie Benefit from Draco?

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mayor Moore,

I have added the general town council email back into this as they were on my original emails, therefore they should be included in all reply's to ensure complete transparency.

Can you explain why the procurement process was not followed, who directed that and what has occurred because of that.

From what I have researched, I firmly believe that Erie has more leverage over this situation. Possibly, if an RFP was done we could have secured more of a comprehensive process with more negotiation leverage.

Can you please answer that question?

Thank you,

Nathan Brinza
Sent from my iPhone

> On Jun 15, 2026, at 7:01 AM, Andrew J. Moore <amoore@erieco.gov> wrote:
>
> Hi Nathan,
>
> I appreciate your perspective. We have slowed consideration of the agreement to ensure the public knows what it consists of. We've held two study sessions, had a meeting dedicated to public input, and will have one more on Tuesday, where public input will be heard. SM Energy will walk away from the agreement if we don't take action. That is the hard truth.
>
> With regard to the procurement process, Alameda Minerals was selected for its unique understanding of SM Energy's internal economics. The owner of Alamenda Minerals left SM Energy 3 years ago, where he served as their COO. This gave us critical information to leverage SB24-185 (no forced pooling) to parlay the first offer by over 10x. It is true that the town staff did not follow procurement best practices, specifically, sole-source

justification. Our attorney has told me that no laws were broken. Regardless, the lack of process in place from our prior town manager is highly concerning and is being handled as a separate matter, including an independent audit. This does not negate the contract with Alameda Minerals.

My cell is below. I'd be happy to take your call if you have further questions/concerns.

Best, Andrew

--

Andrew J. Moore, MBA
Mayor | Town of Erie
645 Holbrook Street | P.O. Box 750 | Erie, CO 80516
Cell: 303-710-1008
www.erieco.gov | Facebook | LinkedIn

From: Nathan Brinza <ndbrinza@uwalumni.com>
Sent: Sunday, June 14, 2026 7:06 PM
To: Andrew J. Moore <amoore@erieco.gov>; Council Mail <council@erieco.gov>
Subject: Re: Blog - Should Erie Benefit from Draco?

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mayor Moore,

I am writing to express my sincere concern regarding the proposed vote on the Draco pad and to respectfully request that the Town not move forward with approval just yet. While I appreciate the importance of economic development and thoughtful use of public assets, I believe this decision warrants additional time, broader community engagement, and a more transparent public process before any final action is taken.

Given the potential long-term implications of this decision, I would like to see the Town create more open and structured opportunities for residents to better understand the proposal, ask questions, and provide meaningful feedback. A project of this nature should not only meet technical or financial requirements, but should also reflect the community's values, expectations, and confidence in the process.

I also believe it is important to confirm that the Town has fully explored whether an RFP or other competitive process was conducted for the sale, lease, or transfer of these rights. If such a process has not occurred, I would encourage the Town to pause and evaluate whether a competitive solicitation would better protect the public interest, ensure market-based value, and demonstrate that all reasonable options have been considered.

My concern is not necessarily opposition to the project itself, but rather the need to ensure that the decision has been fully vetted. Residents deserve confidence that the Town has reviewed the financial, legal, operational, environmental, and community impacts in a comprehensive and transparent manner before committing to a path forward.

I respectfully ask that you and the Board consider delaying the vote until there has been more public discussion, clearer documentation of the evaluation process, and confirmation that the Town has pursued the appropriate competitive and due diligence steps. Taking additional time now may help avoid future concerns and strengthen public trust in the ultimate decision.

Thank you for your leadership and for your consideration of this request. I appreciate the work you and the Board do on behalf of the community, and I hope you will view this as a good-faith request for a careful, transparent, and community-centered process.

Sincerely,

Nathan Brinz

Sent from my iPad

On Jun 14, 2026, at 2:40 PM, Mayor Andrew Moore <amoore@erieco.gov> wrote:

Can't see this message? View in browser

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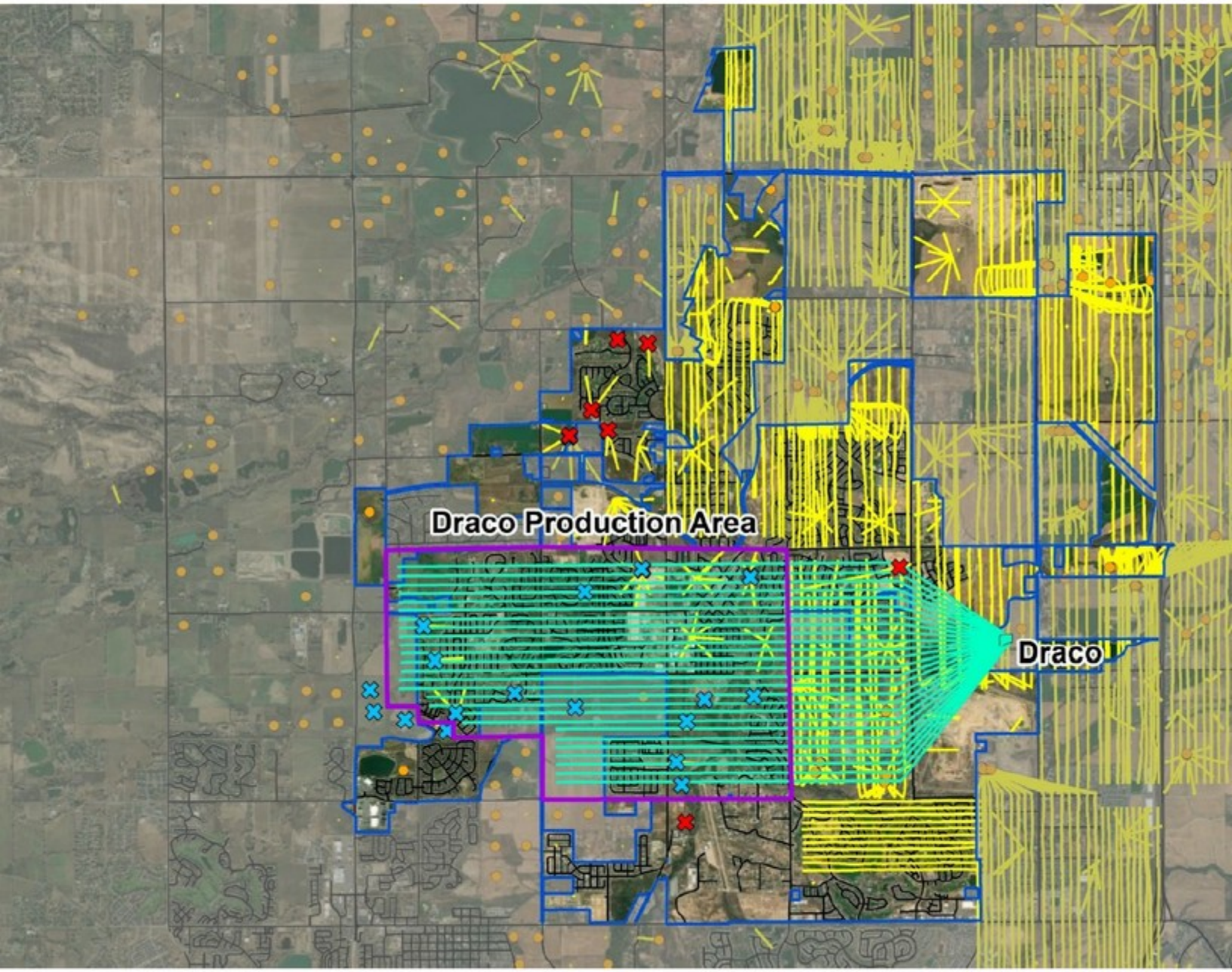

d X indicates one or more wells to be plugged. Including all wells owned by SM Energy.

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oore
Erie

Social Media

www.moore4erie.com

This email was sent from this site.
If you no longer wish to receive this email, change your email preferences here.

From: Bryon Bednar
To: Town Clerk; Andrew J. Moore; Council Mail
Subject: Draco Well Pad
Date: Monday, June 15, 2026 2:37:03 PM

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Request the public comment be entered into the record and provided to the Town council for their consideration regarding agenda item 2026-394.

I appreciate the mayor's informative blogs regarding the Draco Well Pad. I have very mixed feelings about profiting from the State's decision to allow the Draco project. If the decision is to stop fighting and take the money, my concern is that the Town will use this new found wealth to circumvent strict oversight and prioritization. There will be a temptation to spend the money on low priority projects that wouldn't be funded if funding were tight. These are projects that have very low return on investment or the return is limited to a very small portion of our population. One specific example mentioned in the mayor's blog is Connecting County Line to Airport Drive. This project deserves intense scrutiny.

Thank you for all you do and try to do for our community.

Sincerely,

Bryon Bednar

280 Skylane Drive

Meredyth Muth

From: Jill Cragin <jillhcragin@gmail.com>
Sent: Friday, June 12, 2026 12:59 PM
To: Council Mail
Subject: Fracking

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please vote NO!!!
I live at 665 Brennan Circle and I'm vehemently against selling our mineral rights and fracking under our land. This will force me to sell my property.

Sent from my iPhone

Meredyth Muth

From: DeWayne Drummond <dewayne.drummond@gmail.com>
Sent: Saturday, June 13, 2026 5:39 PM
To: Council Mail
Subject: Valuation of Draco agreement

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mayor Moore and Members of the Erie Town Council,

I am writing regarding the proposed exchange of Town-owned mineral rights for approximately 158 acres of land, $4.5 million in cash consideration, and other commitments contained in the proposed agreements with 7N, Extraction, and SM Energy.

As elected officials, Council's foremost obligation is its fiduciary responsibility to the residents and taxpayers of Erie. Before conveying public assets of potentially substantial value, the Town should demonstrate that it has exercised the highest level of due diligence and has obtained sufficient information to determine that the transaction is in the best interests of the community.

My primary concern is whether the Town has obtained independent valuations of both the mineral rights being conveyed and the property being acquired.

Specifically:

1. Has the Town obtained an independent appraisal of the approximately 158-acre property that is being transferred to the Town?
2. Has the Town obtained an independent professional valuation of the mineral rights being conveyed?
3. Has the Town received an analysis of the future royalty and production potential associated with those mineral rights under current market conditions?
4. Has the Town compared the proposed transaction against alternative scenarios, including:
    - Retaining the mineral rights;
    - Selling the mineral rights through a competitive process;
    - Leasing the mineral rights;
    - Negotiating different compensation structures with the operator?

Without independent valuations, it is difficult for residents to determine whether the Town is receiving fair value for a public asset that may have significant long-term economic potential.

The proposed agreement includes benefits such as land acquisition, cash consideration, future revenue participation, road improvements, and commitments related to plugging and reclamation. These may indeed have substantial value. However, fiduciary responsibility requires more than identifying benefits;

it requires demonstrating that the value received is reasonably equivalent to or greater than the value surrendered.

Public assets should not be exchanged based solely on negotiated terms between the parties. The public deserves assurance that the Town has independently verified the value of both sides of the transaction and that Council's decision is supported by objective financial analysis rather than assumptions.

Accordingly, I respectfully request that the Town publicly disclose:

- Any appraisals of the 158-acre property;
- Any mineral-rights valuation reports;
- Any economic analyses used to support the proposed exchange;
- Any staff or consultant reports evaluating whether the transaction represents fair market value for Erie taxpayers.

Transparency in this matter is essential. The residents of Erie deserve confidence that public assets are being managed prudently and that Council has fulfilled its fiduciary duty to protect the community's financial interests.

What is the estimated net present value (NPV) of the mineral rights being conveyed compared to the appraised value of the land, the $4.5 million payment, and the future 3% revenue interest?

Thank you for your consideration and for your service to the residents of Erie.

Respectfully,

DeWayne Drummond
Erie Resident

Meredyth Muth

From: Tam <texastam@gmail.com>
Sent: Friday, June 12, 2026 12:17 PM
To: Council Mail
Subject: Vote NO to selling mineral rights

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Councilmembers,
Please vote NO to selling the Town of Erie's mineral rights to SM Energy. I live in Brennan by the Lake (Canyon Creek PD) and am directly affected by this decision. Even if this were not happening in my neighborhood, I would stand against prioritizing short term profits over the long term health of this town's residents. Your role is to represent us, the people of Erie-- and we say no. Our health matters. Our environment matters. Our neighborhood matters. Additionally, Thomas Reservoir open space is a treasure that should be protected from future drilling.

Thank you,
Tamara Fisher
591 Brennan Circle

Meredyth Muth

From: Sam Fogleman <sfogleman12@gmail.com>
Sent: Monday, June 15, 2026 10:46 AM
To: Council Mail
Subject: Vote No on Selling Town Mineral Rights

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon, council members.

I am writing today to add my voice to the many who are vehemently opposed to the selling of our town's mineral rights. All but one of the included public comments from the last week were telling you the same thing and others have done so over and over at public comments in open meetings. You should not accept this deal on our collective behalf. Rather, it should be put to the town's citizens on a public ballot.

It's important to remember that the decisions that you make, especially those with a possible environmental cost, are not made in a vacuum. This area of the country, in fact much of the territory across the northern part of our state, is already being poisoned and blighted by oil and gas operations, as researched recently in this article: https://www.theguardian.com/environment/ng-interactive/2026/jun/02/oil-well-sites-cleanup-colorado-chevron-oxy-civitas. This decision on its own threatens our collective personal health in a country where that's already devalued. But pair it with the recent work of the county commission to "update" county code to allow data centers to exist and possibly (probably?) operate on water systems that are a detriment to everyone living nearby, plus the work of this council on whether or not to stay in an increasingly precarious water rights deal, and you have a recipe for absolute disaster for everyone living in our town and county.

The fact that there is a clause in the proposed ordinance that states "The Town Council finds that the adoption of this Ordinance is necessary for the protection of the public health, safety, and welfare" is absolutely laughable. This isn't about public health, safety, and welfare; it flies in the face of those and the supposedly "unalienable rights" of life, liberty, and the pursuit of happiness guaranteed to each of us in the Declaration of Independence. In short, this agreement is treasonous and antithetical to our country's founding documents. You cannot pledge your allegiance to the flag and then choose to ignore it. To accept this agreement, with corporate ghouls who have proven time and time again over decades that the environment and human life are worth less than profits, is unethical and immoral. Accepting a one-time payment for the degradation of our town, county and region for generations to come is not a deal that works out well for any of us.

I guess I shouldn't be surprised that this seemingly obvious choice is being debated. Our own Mayor Pro Tem already publicly stated that his approach is "if you're going to dump trash in my yard, then you're at least going to pay me," admitting that devastating consequences are fine for a one-time payoff. This is governance at its worst; it's selling out. And the fact that you're willing to take such a consequential vote when the entire council won't even be present seems to be just another clue that this was already decided regardless of the feelings of the public.

I'd much rather see a Town Council willing to fight for its citizens than one so willing to throw us all under the proverbial bus. Alas, it seems we're currently governed by sycophants and cowards unwilling to stand up for what's right. I'm going to hold out hope that you either postpone this generationally consequential decision until all council members are present; add it to the ballot for voter decision (as it should be anyway); or vote it down and stand up to those actively working against public health and safety. If not, then I'm sure there will be plenty of folks who live in Erie brushing up on class action lawsuits and statutes around recall elections.

Be brave. Hold the line and we'll be right behind you.

Sam Fogleman
District 2

Virus-free.www.avast.com

Written Comment - Town of Erie Mineral Right - June 16 Council Meeting

Please submit any written comments for the Town Council before **12 p.m. on Friday. June 12** for the comments to be provided in the Council materials packet.

Residents can also provide comment in person or online for the meeting. Attend in person at 645 Holbrook Street in Council Chambers (capacity is limited) or participate online at www.erieco.gov/CouncilMeeting.

Full Name	Frank Rosenthal
City/Town of Residence	Erie
Your Comment	I can't trust a town that is willing to spend taxpayer money to put up pride flags everywhere and continue to increase property taxes making it impossible to live on a fixed income from being fully disabled in combat. All I can say is that no matter what the vote is on this plan, it is likely not in the best interest of the people. Plato said it best when he said that a democracy is one of the worst forms of government; incompetent people run this town. Selling us out to contractors like Allo.

Written Comment - Town of Erie Mineral Right - June 16 Council Meeting

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Full Name	Jacob Beckner
City/Town of Residence	Erie
Your Comment	Dear Erie Town Council, As an Erie resident, I am writing to oppose the proposed sale of our municipal mineral rights to SM Energy. We should not give up our community's legal leverage. Under SB24-185, our minerals cannot be force-pooled, giving us immense power to protect our neighborhoods. Selling these rights now permanently surrenders that protection just to help an oil and gas company meet its May 2028 production deadline. Furthermore, using Alameda Mineral Advisors—a firm led by a former Civitas executive—creates a glaring conflict of interest, and plugging 17 old wells should be a standard safety requirement, not a bargaining chip for a new deal. Sustainability is Erie's top priority. Please listen to the residents, we do NOT support the sale of the mineral rights.

Written Comment - Town of Erie Mineral Right - June 16 Council Meeting

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Full Name	Janet Brown
City/Town of Residence	Erie
Email	janetmbrown25@gmail.com
Your Comment	I will likely be present, but I may be online. Thank you.

Meredyth Muth

From: Tiffany Kalin <tiffany.kalin45@gmail.com>
Sent: Saturday, June 13, 2026 2:04 PM
To: Council Mail

> **External Email:** Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear councilmembers

Please vote NO to selling the Town of Erie's mineral rights to SM Energy. I live in Brennan by the Lake (Canyon Creek PD) and am directly affected by this decision. Even if this were not happening in my neighborhood, I would stand against prioritizing short term profits over the long term health of this town's residents. Your role is to represent us, the people of Erie-- and we say no. Our health matters. Our environment matters. Our neighborhood matters. Additionally, Thomas Reservoir open space is a treasure that should be protected from future drilling. Thank you, Tiffany Kalin

Meredyth Muth

From: Tiffany Kalin <tiffany.kalin45@gmail.com>
Sent: Sunday, June 14, 2026 7:21 AM
To: Andrew J. Moore
Cc: Council Mail
Subject: Re: Re:

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Also what about the implications of law SB24-185?

On Sun, Jun 14, 2026, 7:04 AM Tiffany Kalin <tiffany.kalin45@gmail.com> wrote:

> Why aren't you leasing vs selling?
>
> On Sun, Jun 14, 2026, 5:50 AM Andrew J. Moore <amoore@erieco.gov> wrote:
>
> > Hi Tiffany,
> >
> > There are many articles you can find online regarding the approval. This is the link to the article the town published when it was approved over a year ago.
> > ECMC Hearing: Proposed Draco Pad - March 26
> >
> > Andrew
> >
> > --
> > ***Andrew J. Moore, MBA***
> > Mayor | Town of Erie
> > 645 Holbrook Street | P.O. Box 750 | Erie, CO 80516
> > Cell: 303-710-1008
> > www.erieco.gov | Facebook | LinkedIn
> >
> > ---
> >
> > **From:** Tiffany Kalin <tiffany.kalin45@gmail.com>
> > **Sent:** Saturday, June 13, 2026 3:44 PM
> > **To:** Andrew J. Moore <amoore@erieco.gov>
> > **Subject:** Re:
> >
> > **External Email:** Do not click links or open attachments unless you recognize the sender and know the content is safe.
> >
> > Thanks for clarifying. Got a link to the approval?
> >
> > Tiffany
> >
> > On Sat, Jun 13, 2026, 3:31 PM Andrew J. Moore <amoore@erieco.gov> wrote:
> >
> > > Hi Tiffany,

Thank you for reaching out about the Draco project and Erie's mineral rights. I appreciate your input.

This topic is highly nuanced, and significant misinformation is circulating on social media.

A key decision point is that the Draco project will happen regardless of what Erie does with its mineral rights. Although the town has tried to stop the Draco project, the state approved 26 wells in the Spring of 2025.

The agreement council will consider approving on June 16 goes beyond state approval requirements and Erie's unleased minerals value to include:

- **Cleaning Up the Past:** The removal of 17 older, marginal wells, tanks, and pipelines outside of the Draco drilling area.
- **Local Oversight:** Giving Erie the right to conduct our own regular inspections directly at the Draco site, even though it is outside of Erie's jurisdiction.
- **Just Compensation:** That includes an upfront $4.5M cash payment, ongoing production revenue, and 158 acres of significant strategic land transferred to the town, totaling over $40M.

With significant parts of Erie already horizontally drilled and fracked in a manner similar to that in Draco, this challenge is not new. I realize that does not make it any easier.

I'm happy to answer any specific questions you may have on the phone. My cell number is below.

Best, Andrew

--

Andrew J. Moore, MBA
Mayor | Town of Erie
645 Holbrook Street | P.O. Box 750 | Erie, CO 80516
Cell: 303-710-1008
www.erieco.gov | Facebook | LinkedIn

From: Tiffany Kalin <tiffany.kalin45@gmail.com>
Sent: Saturday, June 13, 2026 2:03 PM
To: Council Mail <council@erieco.gov>
Subject:

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear councilmembers

Please vote NO to selling the Town of Erie's mineral rights to SM Energy. I live in Brennan by the Lake (Canyon Creek PD) and am directly affected by this decision. Even if this were not happening in my neighborhood, I would stand against prioritizing short term profits over the long term health of this town's residents. Your role is to represent us, the people of Erie-- and we say no. Our health matters.

> Our environment matters. Our neighborhood matters. Additionally, Thomas Reservoir open space is a treasure that should be protected from future drilling. Thank you, Tiffany Kalin

Written Comment - Town of Erie Mineral Right - June 16 Council Meeting

Please submit any written comments for the Town Council before **12 p.m. on Friday. June 12** for the comments to be provided in the Council materials packet.

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Full Name	Krishnamurthy Sriramesh
City/Town of Residence	Erie
Email	Ksriramesh@yahoo.com
Your Comment	It is a disgrace that four Erie Council members have voted to sell mineral rights even though there was a groundswell of opposition that shelved this idea in 2024. It is even more disgraceful that many of their actions have been conducted in Executive session (with a narrow majority supporting this undemocratic activity) to hide their nefarious activities. Hardly a sign of domocratic and transparent governance. DO NOT SELL MINING RIGHTS

Meredyth Muth

From: Judy Moir <jmoir924@gmail.com>
Sent: Friday, June 12, 2026 1:52 PM
To: Council Mail
Subject: Mineral rights

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

PLEASE vote NO to selling the Town of Erie's mineral rights to SM Energy. I live in Brennan by the Lake and therefore I am directly affected by the decision. Even if this were not happening to my neighborhood, I would stand strongly against prioritizing short term benefits over the long term health of our community residents. Your role is to represent us, the people of Erie, and I am one of many who say PLEASE DO THE RIGHT THING AND SAY NO! Our health matters, our environment matters, and our neighbors and neighborhood matters. Additionally, and quite obviously, Thomas Reservoir is a TREASURE that should be protected. Thank you, Judy Moir

Meredyth Muth

From: Rita Myers-Wieringa <wirehanger5@comcast.net>
Sent: Friday, June 12, 2026 11:15 AM
To: Council Mail
Subject: Mineral Rights

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

I am a community member of Brennan by the Lake and I am encouraging to vote NO to selling the town's mineral rights.

I do not want any fracking taking place in our community.

Thank you,

Rita Myers-Wieringa
519 Brennan Circle
Erie, CO 80516
5056609050

Meredyth Muth

From: Jamie Ricketts <jbricket1@icloud.com>
Sent: Friday, June 12, 2026 3:11 PM
To: Council Mail
Subject: Vote No on June 16

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Councilmembers- Please vote NO to selling the Town of Erie's mineral rights to SM Energy. I live in Brennan by the Lake (Canyon Creek PD) and am directly affected by this decision. Even if this were not happening in my neighborhood, I would stand against prioritizing short term profits over the long term health of this town's residents. Your role is to represent us, the people of Erie-- and we say no. Our health matters. Our environment matters. Our neighborhood matters. Additionally, Thomas Reservoir open space is a treasure that should be protected from future drilling. I enjoy fishing there and regularly walking with my dog and friends and family. I'm also concerned about my property value and ability to resell my home as I am nearing retirement age and will be living on a fixed income. There are many of us in this neighborhood who feel the same way as I do. Thank you, Jamie Ricketts Jones, 645 Brennan Circle, Erie, CO 80516

Written Comment - Town of Erie Mineral Right - June 16 Council Meeting

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Full Name	Steve Ernst
City/Town of Residence	Erie
Email	steve.ernst@me.com
Your Comment	I strongly encourage the Town Council to NOT sell Erie's mineral rights to Extraction Inc (SM Energy). The long term health and safety benefits of minimizing the impact of DRACO on the citizens of Erie for many years to come (by not selling Erie mineral rights) fully offsets any funding assets Erie might gain from those mineral rights. The Town Council knows full well there are many other ways to secure funding for Town projects. DRACO should never have been approved, and we must now do anything we can to minimize and hopefully fully rectify potential health and safety impacts of DRACO.

Written Comment - Town of Erie Mineral Right - June 16 Council Meeting

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Full Name	Todd Stoltenberg
City/Town of Residence	Erie
Email	tstol55@gmail.com
Your Comment	I'm 100% against giving up our mineral rights. We own a home in Erie (Flatiron Meadows) and do not support the idea of drilling underneath our neighborhood. Find somewhere else without homes already established.

Meredyth Muth

From: Clifford Zwart <clifford.m.zwart@gmail.com>
Sent: Monday, June 15, 2026 2:25 PM
To: Council Mail
Subject: I Support the Draco Proposal

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon, Erie Town Council.

Just a short note to let you know I support the proposed Draco deal being discussed in Tuesday's Town Council meeting as I believe it is in the best interest of the Town.

--

Cliff Zwart, MS (Project Management)

Erie, Colorado

clifford.m.zwart@gmail.com

Meredyth Muth

From: Zac Ackad <zac_ackad@hotmail.com>
Sent: Thursday, June 18, 2026 8:41 PM
To: Council Mail
Subject: Draco Pad Vote Concerns

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Erie Council,

I believe it would be smart to revisit of the drilling Draco pad vote. It's my opinion that the information provided was not explained clearly or concisely, and that resident feedback acquired disingenuously by a committee set on undermining this deal for their own political gain.

If we don't revisit this, I believe Erie will financially suffer and have no control over health and environmental inspections. It is crucial we reconsider and call another vote to give council members the opportunity to change their position.

Thank you,
Zac Ackad

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Full Name	Alejandro Caicedo
City/Town of Residence	Erie
Email	caicedoa03@gmail.com
Your Comment	As an Erie resident of the last 4 years, I am vehemently opposed to the sale of the cities mineral rights. If we want to continue to attract families, continue to be a growing area with increasing property values we cannot be susceptible to the water safety, respiratory, or ground stability issues that fracking brings

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Full Name	Alex Wesenberg
City/Town of Residence	Erie
Email	alexwesenberg@gmail.com
Your Comment	I strongly oppose the sale of Erie's municipal mineral rights. Selling these mineral rights would be a short-term financial decision with long-term consequences for Erie residents. I am deeply concerned about the process behind this deal. A decision of this size, involving public assets and millions of dollars, should be handled with full transparency, public accountability, and a competitive process. Residents deserve to know that every option has been carefully evaluated and that public health, environmental safety, and long-term community impacts are being prioritized over a one-time payout. Oil and gas development near residential areas raises serious concerns about air quality, water safety, public health, noise, traffic, and property values. Erie should not invite more industrial activity into areas where families live, work, and go to school. Please do not reconsider or revive this sale. Erie should retain its municipal mineral rights and use every available tool to protect residents, the environment, and the long-term future of our town.

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Full Name	Alyssa McLean
City/Town of Residence	Erie
Email	alyssasun@comcast.net
Your Comment	Dear Council Member, I'm writing as an Erie resident about the proposed mineral rights sale to SM Energy. I know this may come back for a vote, and I'm asking you to vote no. I understand Draco itself is already approved and happening regardless of this decision. But that's exactly why I don't think we should sell our mineral rights on top of it. The harm Draco is going to cause is enough on its own, we're talking about 26 wells with wellbores running over 5 miles under our town, 24 legacy wells being plugged and abandoned all at once, and Erie already has more O&G complaints than any other municipality in Colorado. Selling our mineral rights doesn't undo any of that, it just opens the door to more oil and gas development on top of what we're already dealing with. That's the part I keep coming back to: if we sell, we lose our only leverage for good. Why not lease instead? Leasing still gets the town paid, but we keep ownership and keep a say in what happens to that land going forward instead of handing it over permanently for a one time deal. And on the inspection piece, air monitoring alone isn't accountability. If something goes wrong, who's actually holding SM Energy responsible? Monitoring just tells us after the fact that something happened, it doesn't stop it. There should be an actual team of people with real authority to act, not just sensors recording problems after they occur. I also want to say this directly because I think it matters: you all work for us. We elected you. Whatever this Council decides here is going to be part of its legacy, what this Council is known for and what each of you ends up associated with your name. If something goes wrong with this, and historically with O&G it does, every member who votes yes will be remembered for it. I don't think a check is a fair trade for that. Please vote no. Thank you for listening to residents on this. Alyssa McLean

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Full Name	Amanda fischer
City/Town of Residence	Erie
Your Comment	Please listen to your constituents and dont sell the rights.

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Full Name	Amanda Teo
City/Town of Residence	Erie
Your Comment	Dear council members, As someone who is looking to make Erie their forever home, we strongly oppose the sale of our mineral rights under the tight time constraints. The residents deserve the time to better understand the long term impacts and benefits of such a deal. I also believe there is a clear conflict of interest with the consultant meant to represent Erie's interest. Their actions have proven biased and unprofessional, and as a town, we owe it to ourselves to seek a different representative. Thank you for considering this view point.

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Full Name	Amy Becker
City/Town of Residence	Erie
Email	albecker0527@hotmail.com
Your Comment	I urge the council to vote no to selling our minerals. The overwhelming majority of voices that have spoken on this issue do not want the town to sell and yet the council still considers doing so. In fact I am confident that the town council never considered not selling and there in lies the problem. The town council was voted in to implement the wishes of the citizens and a yes vote is a vote for the town councils wishes not ours.. When this deal goes through as I am sure it will every penny should be used to mitigate damage to our town inflicted by OIl and Gas. We will vote you out in November.

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Full Name	Amy Nilsen
City/Town of Residence	Erie
Email	amy.nilsen@comcast.net
Your Comment	Dear Mayor and Members of the Erie Town Council, I am writing to urge the Town Council to vote NO on the proposed sale of our municipal mineral rights. As a community, we spent more than two years fighting to hold Civitas (now SM Energy) accountable for the Draco Pad. Our neighborhood's position has not changed: sustainability remains our number one priority, as reflected in Erie's own community surveys. We did not vote to sell our mineral rights, and we do not support this deal. I ask the Council to reject this sale based on four critical points: • We Hold the Leverage Under SB24-185: Under current Colorado law, the Town's mineral rights cannot be force-pooled. If Erie refuses to sell, SM Energy is legally required to drill around us. Selling these rights means permanently surrendering the strongest legal tool we have to protect our neighborhood. • Clear Conflict of Interest: The Town hired Alameda Mineral Advisors to negotiate this deal—a firm led by a former Civitas executive. Paying an industry insider to "represent" the community we fought so hard to protect is a severe conflict of interest. The terms of this sale were effectively designed by the very industry benefiting from them. This is extremely concerning. • Plugging Old Wells is an Obligation, Not a Bargaining Chip: The framing of plugging 17 old wells as a "benefit" or a gift to the town is misleading. Remediating these old wells is a matter of basic public safety that should have been addressed long ago—it should not be used as a bargaining chip to justify a massive new sale. Negotiating a deal of this magnitude largely in private executive sessions undermines public trust. Erie residents have shown up consistently—including the 418 residents who submitted comments during the 2A period and the 271 who went on the official public record. We are asking you to represent our health, safety, and long-term sustainability. Please vote NO on the sale of Erie's municipal mineral rights. Sincerely, Amy Nilsen

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Full Name	Amy Ritzman Gibson
City/Town of Residence	Erie
Your Comment	Please hold off on the vote and sale of our health until the proper bidding process has been completed and all has been reviewed for the lowest possible risk to our community. There are too many consequences at stake for a rushed and incomplete proper process. Thank you in advance (I hope) for protecting the town and community.

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Full Name	Andrea Vella
City/Town of Residence	Erie
Your Comment	I am throwing my support behind the approval of the sale of the town's mineral rights. If the drilling is going to happen regardless of how the final vote goes then it makes the most sense for the town to at least receive proper compensation. If the reasoning behind voting no is just to fight O&G well that's a fight already lost. This decision is bigger than politics, party lines and/or ideological differences. The residents of this town have seen past council attempting to and making poor decisions that would have and did cause a negative impact to the residents. There was the recycle center debacle which was going full steam ahead until word got out and the residents came out in force to oppose. Then the last council approving the renovation of the town hall which had already been voted down by the residents. And now we have this vote which is causing a huge push back once it failed to pass last week. The council needs to realize their responsibility in making the BEST decisions that benefit the entire town of Erie. I believe a YES vote from each member will reflect that.

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

Please submit any written comments for the Town Council before **12 p.m. on June 22** for the comments to be provided in the Council materials packet.

Residents can also provide comment in person or online for the meeting. Attend in person at 645 Holbrook Street in Council Chambers (capacity is limited) or participate online at www.erieco.gov/CouncilMeeting.

Full Name	Anna Clark
City/Town of Residence	Erie
Email	amc1012000@gmail.com
Your Comment	I attended the meeting on June 16th when this vote occurred. I gave public comment, urging the council postpone the vote. I was not alone. I heard other residents asking, "what's thr rush?" The Mayor was clear that the vote MUST happen that night, there are necessary and inevitable timelines. These are S&M time-lines, not ours. This deal was voted down; the public is not behind this sale. We felt heard last week. But now, Alameda Minerals is lobbying the public and the council to reconsider. This is grossly inappropriate. I remind the Council that you represent Erie. Erie has spoken, again and again. Please vote no on the sale of our Town's mineral rights.

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Full Name	Anne Helbig
City/Town of Residence	Erie
Your Comment	I am adamantly opposed to the town selling its mineral rights. This process has lacked transparency and has proceeded with a lack of regard for the wishes of the residents of Erie. If the town council proceeds with this deal, it does so in direct conflict with the residents it has been elected to represent.

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Full Name	Barbara J and Thomas J Petruzzi
City/Town of Residence	Erie
Email	barb.petruzzi@gmail.com
Your Comment	Once again, I am sending the email I sent earlier with some additions. Such as why did O'Connor change his mind? Did someone lobby him, or worse offered a bribe for him to bring this up again? It is a disgrace after such an emotional meeting and everyone thinking that he did the right thing and supported what the people wanted!!!!! Now, you are doing it all again, provoking emotional turmoil for so many!!! Our biggest fear is that you will approve this agreement, give the consultant millions for his lobbying and underhanded efforts, and not give a damn about anyone living here! This smacks of something unethical and possibly illegal. You did not follow the proper procedures and you are saying, "oh well, we'll do better next time." But, you are still proceeding with this rather than starting over and doing this properly and legally! Here is what I sent earlier, and it still holds true. We cannot think of what to add to this other than you are a disgrace and we cannot wait to vote you out! Your upcoming meeting and vote is extremely disturbing to us. Erie is advertised as "the best place to raise a family," yet you are not upholding your claim. We moved here after 45 years in the Boulder County mountains thinking that we were on the Boulder County side of Erie and that Erie was progressive enough for us to stay here and protect us from further drilling. Now, it is more concerning after witnessing the disgrace of the Town Council to want to sell away mineral and oil rights. What have you become? Apparently, this has been discussed for a while behind closed doors, without giving the public much information or much chance to question. (Yes, there was a June 2 session.) Now, suddenly, you're about to vote! Why the rush?? Is the energy company in a hurry, or you? Doesn't something this important and long-lasting deserve more public comment and discussion? A vote in November? As someone said, "Our issue this minute is that the manufactured rush to the June 16th, 2026 meeting is also a manufactured emergency." Again, why the rush? What deadline does it meet for Draco? The communication has been lackluster at best. It benefits us to receive millions of dollars if we approve the deal? If it is not approved, we do not receive the millions and they have to drill around? And, that is a bad thing and may actually hinder the Draco project? What about the risks to our health? Even experts admit that despite drilling very

deep, rocks can have fissures, and things could work their way up to our homes above. The water used to frack (which will be millions of gallons), according to you, is not coming from Erie - where will it be obtained and where will it go? How might it affect the groundwater and those with wells? Might it contaminate our groundwater?? Have any of you considered this?

You hired a consultant to help you get the best deal. He used to work for the company that you are about to sign a deal with. That certainly seems a conflict of interest, at least in spirit if not by law. You say that the better deal he gets for us, the more money he makes. But if there is no deal, he presumably doesn't get his millions of dollars. So there's an incentive to make a deal, not reject it. That's not evenhanded. That's not impartial or unbiased. What happened to sending out an RFP and receiving multiple bids for consultation? And worse, Matt Owens, is the former president of Extraction Oil, which was bankrupted, and former COO of Civitas, which merged with SM Energy recently. He also graduated from the Colorado School of Mines, where the mayor works. How can you be so indiscreet about who you are offering this position to?

At the study session on June 2, the deal was presented and explained. It appeared that it had been required to get competing offers for our mineral rights and that maybe that hadn't happened. Is Erie getting the best deal? This also seems like a huge breach of process -- that should perhaps require starting over and collecting bids?

Someone has suggested that our mineral rights are considered real property and, as such, can't be sold without a supermajority vote. It doesn't seem to be presented as such and a simple majority seems poised to okay it. Is it technically real property? Is a supermajority required? This is an important question that has not been addressed.

At a minimum, if we must offer our valuable mineral rights to them, why not lease them instead of selling them outright? Might not future generations regret this sale?

Our community's health and safety is important and you should feel the same. This could blow up in the future, with contamination and sickness and other problems. It can be avoided by rejecting this deal. We can get revenue in other ways -- and this doesn't even seem to be that much money. Remember that we already live with risks from the wells and mines already here. We don't need to add to that.

We urge you to show that you are open-minded and are considering the health and well-being of your neighbors by rejecting this deal AGAIN and doing the right thing for the future of Erie. If Erie truly is the best place to raise a family, you can help keep that true.

Meredyth Muth

From: Jake Beckner <jmbeckner@gmail.com>
Sent: Saturday, June 20, 2026 8:38 AM
To: Council Mail
Subject: Re: 111th and Arapahoe team update and call to action by Monday

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi town council,

I hope you find this email as outrageous as I do. The residents of Erie have spoken. Brian, thank you for voting in accordance with the residents last Tuesday with your no vote - I hope that you will vote no again on June 23rd. Please continue to listen to us. I do NOT support the sale of our mineral rights.

Thanks,
Jake Beckner
Citizen of Erie Flatiron Meadows

On Fri, Jun 19, 2026, 12:58 AM John Mortellaro <johnmort14@gmail.com> wrote:

> Hi All,
>
> I hope you enjoyed our non-winter. I loved it, but felt guilty as I knew we would pay for it with the drought and water restrictions. Also my family lives near Buffalo NY and they had a very cold very snowy winter. When I was there in Dec they got a foot and a half one afternoon. I trust that you have been getting Our Mayor's emails/ blogs on some of the big things that are going on in Erie. I last wrote in March on the N/S road connection the study to reestablishing Countyline road, between Arapahoe and Baseline. I have been proud to serve our community, I will be honest with you, it is hard to take all the heat and spend the large amount of time needed to make sure I am making the best decision for the community. I spent at least a 100 hours on Draco alone, plus the hours our team that assisted me put in, to help me make sure I had all the facts. A year and a half in, I am not slowing down as this is too important, for our community.
>
> Topics for this email: It is a lot so skip to the ones you are most interested in, but please at least skim Draco is there is a lot of mis-information out there.
>
> - 111th and Arapahoe
> - N/S route, reestablishing Countyline road between Arapahoe and Baseline
> - Most urgent: Draco operations and Erie's mineral rights really need urgent help here
> - Page Property
> - Arapahoe 2-26 well on Hughs Dr in Arapahoe ridge : UPDATE: Arapahoe 2-26 - Jan. 23, 2026
> - Planning commission
> - Communication need. We need help!
>
> **111th and Arapahoe**: Congratulations June 18 2023 is when we got the 5-1 vote not to rezone the property to high density. That wouldn't have happened without this team!!!!!! Thank you!

So has happened to the property since then? There have been 2 inquiries to develop the property. 1 Monica from Thompson-Thrift, went to work for another developer, a project similar to the high density Thompson-Thrift project. The second was much better about half the number of units, small homes 960 sq-ft and small yards. On only 14 of the 19 acres, since 1 of the 3 land owners, was not in on the deal. The land owner to the south. Both developers spoke to Andrew and I. I told the first one that I would never vote for that, as it has all the same issue as Thompson-Thrift, no solutions and one of the big things is the traffic down Beacon Hill and Arapahoe. Both chose not to do an application. Of course we all know about the turn lanes that were added in early June. That was funded by Erie and LaFayette. Erie had the higher % as there was more work on the North side.

N/S route, reestablishing CLR: We had a study session a few months ago. The cost cameback at $50M for a ½ mile connection. We challenged the assessment, Cliff from our team provided similar projects and costs, so we had the data walking into the study session. After being challenged, staff work with the consultant and agreed the estimates were high, on the bridge part of it 2x too high. There are also more efficient routes, but it would require land that is available, but currently not own by the town so the more efficient route was not considered in the study. My estimate is that the road would be about $25M, still a big lift, but it would provide economic development that would bring in tax dollars and make the Airport more of a destination opportunity. It is not part of this years work plan and we agree that we need more work on this, but working with the current landowner, we agreed to make sure in the current planning we leave the opportunity for the future as we study the traffic patterns on Coal Creek Blvd as Parkdale gets built out.

Most urgent: Draco operations and Erie's mineral rights I really need urgent help:

I need to ask for help again, not one of my strong suits, I know a good leader have to be strong enough to ask for help, so I am working on that.

Here is my ask and it needs to be done by Monday morning (Lafayette folks: you may be interested, but you are not affected by this.)

Erie has a not even once in a lifetime, but a once in 100 lifetimes to get a historic deal from an oil and gas company. No matter your views on O&G, this is a major deal for Erie to get significant health and safety improvements for our town and get compensation as well. I live 500 feet from the well off of Hughs Dr in AR, and some of you live even closer, it has been a frustrating effort to get that well plugged and the contamination mitigated. I am no fan of how O&G have handled their operations, they need to do better. But we are finally in a leveraged position where we can get 17 wells like the one in AR plugged, plus access to the Draco well pad for monthly inspections, plus another $40-$50M in cash, land, revenue and well mitigation. For that we would sell our mineral rights, which without approving this deal, we will abandon those mineral rights as this is the only way to access them. To learn more I put my testimony that I gave last Tuesday at the end of this email and this link is to an article that the consultant that we hired put out this morning. Matt is the former COO of Civitas, bought by SM Energy. We hired him to negotiate for our town, as he left Civitas 3 years ago and started a business where he now negotiates for residents and businesses to get the best deal for their mineral rights from oil companies like SM, so he is now on the other side of the table with the knowledge and experience to get his clients the very best deal. [(12) Erie Town Council Had a Choice: Up to $465 Million or Nothing. They Chose Nothing. | LinkedIn]

If you ~~read~~ skim my testimony, it is long and Matt's article and agree we should go back and re-vote to approve please right in and let us know. I am good friends with Brian and he said he just didn't hear from many that were for this, even though he knew it was an awesome deal for Erie. I explained that is the silent majority, but he needs to hear your voices. If you don't agree, please feel free to write in and tell us that as well. We just need to hear from the public on this to make sure we are doing the right thing.

Here are the emails to send to whether you are for or against the deal:

For the entire council it is: council@erieco.gov

If you prefer not to have you name out there for the entire council to see, please send to me and Brian: boconnor@erieco.gov jmortellaro@erieco.gov

If you are for approval, you can simple write:

Dear Council Members,

I have review the proposed deal to sell Erie's mineral rights and I fully support the approval to sell our mineral writes. (you could add if you like the health and safety improvements or the land acquisition or any thing you like, but we just need to hear from you, and I am sorry that I did not ask this weeks ago, now I am actually begging for help that is why this email time stamp is way past my bedtime)

Name

I am a Erie resident

My testimony is at the end of this email: BTW Cliff is a geologist and

Page Property:

Not sure if you know what the page property is but here is an update.

One of my goals was to save the Page property and make it open space. It has amazing views of the mountains and over looks the town. It was bought with open space taxpayer dollars and ARPA a federal government grant. Same grant that purchased the Cheesman property for the 35 affordable housing. I am not against affordable housing, as always when you pull back the curtain, it is not what it seems. The plan was to do the same for the Page property. In my opinion putting a 4 story ~200 unit apartment complex on a piece of land that was half paid for with open space tax dollars, quickly negates the open space value. I walked the property and said if you put that kind of housing on it then you need to reimburse the taxpayer open space money. Well we were able to direct staff to rezone the property as open space and we will vote on that, should be this summer. A nice win!

Arapahoe 2-26 well on Hughs Dr in Arapahoe ridge : UPDATE: Arapahoe 2-26 - Jan. 23, 2026

I am sorry this has been frustrating and I will keep pushing. They have been in the process of plugging this well for almost 2 years. This is their I believe 4th attempt to remove all the contaminates. When they were doing the 3rd attempt I reached out to our Director of Environmental Services, David Frank. Great guy, very

knowledgeable and the health of our residents is critical to him. He also lives in Erie and one of my many resources when I investigated Draco and then the mineral rights. After I spoke with him, his set a meeting with the ECMC and Civitas (now SM Energy) and Civitas told the ECMC and David they agree this has taken too long and committed to getting it cleaned up. They also said they have changed their process, to suspend digging on windy days as I told them what happened this winter. Still very frustrating and each week when I see David I ask for an update. To get notification from the town on this and other topics you may be interested in sign up here. Notify Me • Erie, CO • CivicEngage

Planning commission:

3 seats on the planning commission terms were expiring so we did interviews to appoint commissioners to a new 4 year term. One commissioner who term expired was reappointed and 2 new commissioners were appointed. They are both on this email as they were both part of the 111th and Arapahoe team. With great appreciation, thank you Alex and Paul, I look forward to working with you again!

Communication need. We need help!

One of the areas we are not strong on is communication/ social media. It is not my strong point and so it always falls down on the list. I do great at researching and canvasing multiple sources so that I know I am well informed before I have to vote on a topic, and I enjoy doing that. Communication is harder for me, if you saw my English grades, I think some teachers thought maybe English was my second language, I passed the New York state regents exam in English by 1 point. On the other hand I got a 95 on the chemistry regents exam. OK it is getting late and I am rambling. My ask is do you know anyone that is good at Instagram, tic tok, X, if not you, maybe one of your kids, of someone that you worked with, that would be willing to work with us. On this mineral rights issue, the ones opposing it put out a lot of mis-information and we did not do a good job. Andrew's blog was great, but we need like 15-30 video clips, something short that gets attention and helps us get the facts out. As you can see by the length of this email, I am not got at quick, short, concise messages. If you think of someone please let me know.

Once again thank you for your support, without it this job would not be worth it!

All the very best,

John

303 956 1817 (if I don't recognize the number I let it go to voicemail, so please leave a message)

My Testimony for Town Council June 16 2026

Thank you all for attending tonight especially those who spoke

- First, can I be very clear: Draco is happening! Approved by the ECMC March of 2025 by a 4-1 vote. 26 wells, with all the concerns about air pollution, noise pollution, traffic, and health and safety concerns. The community did a great job coming together, at the middle school, the write in campaign and the 2 ECMC hearings. It was still approved. Every expert involved

in this process agrees that Draco is happening. It's not stoppable. Draco is adhering to all the state laws.

- If you are still in denial of that, it is either wishful thinking or misinformation you have been given. Please challenge your sources; I have challenged all mine, multiple times. I get it, I started out with wishful thinking, until I collected the data and information from multiple sources. I have met with 3 geologists and an ECMC petroleum engineer, as well as many others, none of whom say that we are stopping Draco, whether we approve the proposed deal or not.
- Draco is a $1.5 Billion operation, yes, billion, Civitas has been working on it for over 3 years, they have acquired the approvals, the mineral rights, and made commitments based on that. Do you believe that our 2.7% of the total minerals is going to have a significant impact on the scope of this project? No
- The most influence we MAY have is possibly impacting the path of some of the lateral bores. My rough calculations put the 26 laterals about 600 feet apart centerline to centerline, so maybe to "avoid" our minerals, they have to make some of the laterals closer together, and once they are past our minerals, they open back up to 600 feet. This would actually make the lateral bores longer. And do we really want the laterals longer? Currently at 4-5 miles. How does making the laterals longer help us?

And these laterals bores are 7500-8000 feet below us with a thick shale layer between the well bores and the surface. I find some comfort in that. I discussed this with the ECMC petroleum engineer, how this layer acts as an impermeable flexible seal.

- Let's talk about the health and safety improvements this deal will provide the town: 17 wells near homes and commercial properties in Kenosha Farms, , Erie Village, Wildrose, Erie Highlands, Colliers Hill, and Parkdale neighborhoods, plug and abandon on a timeline within 5 years. These are older wells, on top of the 22 wells Draco already committed to, but these 17 are outside of the Draco drilling area. Why is that important? Some of these wells could be operating for several decades without this deal! These are older wells and do not have any leak detection equipment, like the one near my house
- I attended a webinar a few weeks ago called Plugging the Problem: Marginal Wells in Colorado. It pointed out how challenging it is to getting marginal wells plugged. There is no incentive for O&G operators to plug these well for a variety reasons. The top priority, in this webinar, is to get 42 wells that are near schools; plugged, and there are many challenges associated with that. The webinar was hosted by Christiaan and included folks from the ECMC. With this deal, we get 17 additional wells plugged and abandoned, bringing the total plug and abandon with the Draco operation to 39. This is almost as many wells as highlighted in the webinar, but theses 39 wells will have a clear timeline, so I don't understand why there is not unilateral support for the significance health and safety gains from this deal? I live 500' from a well currently being plugged and abandoned, which has been in operation for the 25 years we have lived there. This is a big deal for my wife and I. Something to be celebrated for us and our neighbors.

- Now let's talk about monthly inspections of the well site that is not in Erie, but in unincorporated Weld County. Monthly inspections during drilling and fracking, and quarterly inspections for the entire time Draco is in production. We don't get that without this deal. And our awesome Environmental service team have the equipment and expertise to discover and report any issues at the site.
- This is an historic deal from a health and safety perspective! If you would like to learn why, please ask Christiaan for the presentation on Plugging the Problem, there is no plan for those 42 wells.
- Now, let's briefly touch on the compensation that the Town would be getting with the approval of this contract: cash, land, revenue, and well mediation. The tangible current value is equivalent to, 2X what Erie brings in in sales tax $ in a year, and more than 5X what Erie brings in in property tax $ in a year. That doesn't even take into account the potential future economic impact, which could be in the hundreds of millions of dollars.
- I think it is sad that some will not vote to approve this deal due to politics, instead of voting for what is best for the health, safety, and prosperity of our town.
- I can make a strong argument for this deal if we were only getting the 17 additional wells plugged. It's even a stronger argument for this deal that this will plug all the wells in Erie owned by SM energy, plus the monthly inspection of the well site.

When I was a kid, my Mom used to have a saying that she would tell me and my brothers:

Don't cut off your nose to spite your face

An interesting way of saying "don't harm yourself in an attempt to punish or harm someone else."

Let's not walk away from the health and safety improvements: The plugging of 17 old wells with no leak detection and access to the well pad, because we tried and failed to stop Draco

I would like to thank our staff and Alemeda Minerals for their work in this historic deal.

And apologies to Alemeda Mineral for the unwarranted scrutiny and accusations; they have been nothing but a professional and amazing partner in helping us understand the value of our minerals

Meredyth Muth

From: KRISTINA H BERMUDEZ <tinabermudez@mac.com>
Sent: Friday, June 19, 2026 3:34 PM
To: Council Mail
Subject: Please Reconsider Ordinance 028-2026: Authorizing the Sale of Minerals

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Town Council,

I am writing to request that the Council Members reconsider their vote on Ordinance 028-2026: Authorizing the Sale of Minerals.

I understand that Draco is going to happen - with or without this agreement - and it is in the best interests of the Town and its residents to APPROVE THIS DEAL!

Sincerely,

Kristina Bermudez

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Full Name	Beth cohen
City/Town of Residence	Erie
Email	Bethbcohen@comcast.net
Your Comment	Mayor and Council Members, I respectfully urge you to vote against the proposed mineral rights agreement. As a current homeowner and future resident of Erie, I am deeply concerned about the long-term impact expanded oil and gas development may have on our community, property values, and quality of life. Families choose Erie because of its neighborhoods, schools, open spaces, trails, and mountain views—not because it is adjacent to industrial development. While I understand the potential financial benefits associated with this agreement, short-term revenue should not outweigh the long-term interests of residents. Home values are driven by buyer confidence, community character, environmental quality, and the perception that Erie is a desirable place to live and raise a family. Increased drilling activity, noise, truck traffic, air quality concerns, and uncertainty regarding future development can all negatively influence that perception. Erie has experienced tremendous growth because it offers a unique balance of small-town character and high quality of life. Once that character is compromised, it is difficult to restore. I encourage Council to prioritize the long-term interests of homeowners, future residents, and the environmental health of our community over near-term financial considerations. Please make the decision that best protects Erie's future, preserves property values, and maintains the qualities that have made our town such a desirable place to call home. Thank you for your consideration.

Meredyth Muth

From: Mike Boyka <mikeboyka77@gmail.com>
Sent: Monday, June 22, 2026 8:12 AM
To: Council Mail
Subject: Mineral Rights Vote

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Council Members,

I have reviewed the proposed deal to sell Erie's mineral rights and I fully support the approval to sell our mineral writes. Although I do not support the Draco pad I understand that this drilling will happen with or without the mineral rights deal and feel our town should have some financial benefit from it.

Michael Boyka

I am a Erie resident, residing in Compass

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Full Name	Brandon Smith
City/Town of Residence	Erie
Email	huntingthe808@gmail.com
Your Comment	Please move forward with the agreement to sell our mineral rights for the sake of sealing up the existing mining holes which leak harmful gasses around various neighborhoods in Erie. Old mine's improperly secured pose a health and security risk to our kids. The sealing of these old mines would be a great cost to the tax payers of Erie even if it were addressed and approved however it has never to my knowledge been on the agenda. Thanks, a concerned citizen.

Meredyth Muth

From: Emily Brecht <etbrecht@gmail.com>
Sent: Friday, June 19, 2026 6:50 PM
To: Council Mail
Subject: Matt Owens blog
Attachments: 2026-06-18_OWENS-Erie-Town-Council-Had-a-Choice_-450-Million-or-Nothing--LinkedIn.pdf

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear members of Erie Town Council--

I read a blog posted to LinkedIn by Matt Owens, the Alameda Minerals Consultant (original 6/17 attached). In it, he claims to have successfully lobbied Brian O'Connor after the meeting to change his vote. Owens also urged residents to apply pressure to Brian O'Connor to change his vote. The post has since been amended to urge residents to pressure town council as a whole.

How is it that the town's consultant is lobbying residents for his own benefit? Does Owens' blog post constitute a breach of his contract? I have read the Town's Code of Conduct Policy. While as a consultant Owens may not be held to this same standard as the Town Councilmembers, are there any clauses in his contract regarding his behavior? Is any of the information he included a breach of confidentiality?

I ask because much of what he shared in his post was new-to-me and I am pretty familiar with what has been shared to the public by town council— his $450+mil evaluation, details of various competitive offers received, allegations that the town's lawyer acted against the interests of the town by removing him from negotiations and secretly changing deal terms, etc. I am, to say the least, alarmed by these revelations, the tone of the post, and the fact that it was posted at all. In all my years as a consultant in DC (i worked on military contracts) an action like this would have been grounds for termination.

Please consider terminating his contract with the Town. How can he advocate for our town's interests when he publicly demonstrates so much disdain for us?

Prior to reading his Linked In post, I was disappointed in what appeared to be discrepancies in the hiring process for Alameda, but did not have an opinion on his capabilities. Now, I would say that his behavior is unhinged and unprofessional. The mocking AI generated graphics accompanying his post alone exhibit poor judgment.

It probably means very little for me, an outspoken skeptic of the SM energy deal, to say that now I have zero trust in Alameda. But I have zero trust in Alameda.

Please review the attached PDF of his original blog post.

He wrote: "The SM Energy agreement included the accelerated plugging and abandonment of 17 legacy wells — wells with existing methane emissions and potential leaks that sit amongst Erie's residential

areas — [...]Those 17 wells are still in the ground. They are still emitting and potentially leaking. They will remain that way indefinitely because the “No” votes said “No, thank you. We’d rather have the emissions in the air we and our kids breathe.”" He then lays SM’s emissions at the feet of the councilmembers who voted no. He calls those wells and their emissions their "legacy."

The way he talked about the health risks to the children of this town sounded like we’re in a hostage situation. It reads like he was saying “if you don’t take this deal, we will slowly kill your kids and it will be your fault.”

His post was later edited to remove all reference to the danger of the uncapped wells to our neighborhoods, Brian O’Connor, the lawyer, details of additional bids, and some of the more inflammatory language where he had disparaged councilmembers and the people who live in erie.

He removed the segment of text where he alleged that erie’s town legal counsel changed the terms of the deal without informing the town council.

Both Mayor Moore and Mayor Pro Tem Bell said in public meetings that a competitive bidprocess did not take place. Owens detailed offers from two separate competitive bidding processes.

The numbers he published regarding the town’s purported windfall with this deal do not match all the numbers shared publicly by this council. His numbers are so fantastical that it begs the question whether any of his estimates are believable.

I can only assume wiser voices prevailed upon him to make these edits.

Did any members of council advise him to edit and tone down his post?

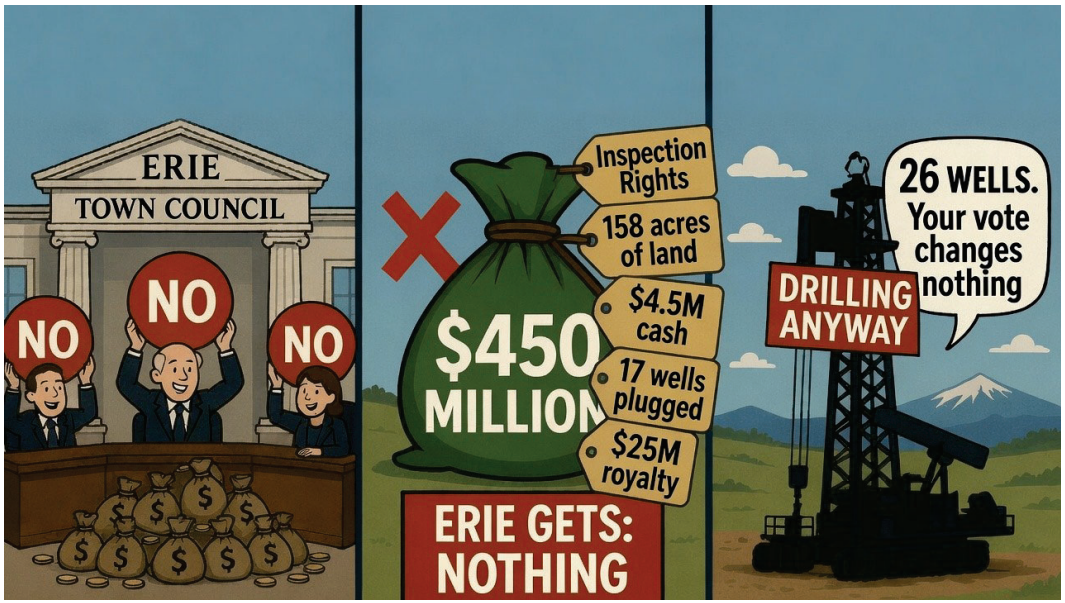
Regardless, he wrote all of those things and posted them publicly. People in Erie saw this post both before it was edited and after (it was posted on facebook yesterday and today in various groups). He has toned down the current revised blog post, but it is still inappropriate to publicly post about a client and urge the public to lobby them. Period. Plus, the damage is done. People have been swayed. Maybe that is a desirable outcome for the majority of the Town Council and I suspect that it led to more emails in favor of the SM deal and all the benefits Owens lists. But the source of their information is biased. The information included in the post has varied wildly over the last couple days. While I am glad that people are engaged with this issue, I am disappointed that the town has not swiftly stepped in to disavow his valuation and condemn his post.

Maintaining Owens as a consultant is an endorsement of his behavior and tactics. Re-voting on the deal rewards his behavior and tactics.

Thank you for your attention and time,
Emily Brecht

PDF of Post with published date 6/17/2026 attached
revised/current post here: https://www.linkedin.com/pulse/erie-town-council-had-choice-450-million-nothing-chose-matthew-owens-6yi2c/

Phone | 310-595-8736



Erie Town Council Had a Choice: $450 Million or Nothing. They Chose Nothing — and Still Didn't Stop the Drilling

Matthew Owens
Energy Executive

June 17, 2026

Imagine the State announces it is building a new highway right next to your home. It is federally funded, the route is set by regulators, and no vote you cast — no petition, no protest, no town council resolution — changes any of it. The highway will get built. That is not a hypothetical for Erie. It is exactly their current situation.

The Draco Pad — 26 wells — was approved by Colorado state regulators in March 2025. The surface pad sits in unincorporated Weld County, outside Erie's jurisdiction. The Colorado Energy and Carbon Management Commission approved the permits. The wells are coming. Erie's town Council cannot stop them. Erie's voters cannot stop them. No amount of activism can stop them. And the three council members who voted "No" on June 16th did not stop them.

Now back to our highway analogy – imagine that before the highway breaks ground, the project engineer calls you with an offer. They would like an extra six-inch strip of your property added to their right-of-way, and if you agree to include this strip of unused land, they will pay you $450 million and tear down old industrial equipment that has been rusting on your fence line for decades. If you say "No," they will simply move the boundary six inches in the other direction and proceed with construction while you receive nothing. But in any event, the highway is getting built.

The logical conclusion is so obvious that it almost seems like a trick question. Why would anyone say "No" to that offer – especially if they had a fiduciary responsibility for their constituents?

The analogy above is not hyperbole; rather, a direct parallel to what was voted on Tuesday night, June 16th, at the Erie Town Council meeting. Three members of the Erie Town Council voted "No" – they would rather receive nothing and deal with the nuisance of 26 wells than receive an unprecedented offer of monetary, environmental and health benefits.

THIS BEARS REPEATING – this vote **affected nothing** regarding the wells being drilled at Draco. The rig is coming, it will be there soon, and it will drill 26 wells. All the Town Council did was vote to **NOT accept hundreds of millions of dollars** in benefits and vote to **NOT improve the health and safety** of its citizenry.

What Was Actually On the Table?

Six months of analysis, 25 competitive bids solicited, and two bid processes produced a clear and unambiguous answer about what Erie's mineral rights are worth in this transaction. The best competing offer from any third party was approximately **$5.5 million**. Nineteen of the 25 companies approached declined to bid at all. The regulatory complexity of municipal mineral rights under the new State law made most buyers unwilling to touch it.

What SM Energy offered instead:

- **158 acres of surface land on County Line Road** — already annexed into Erie, positioned in the heart of the Town's primary growth corridor near Town Center and the Airport Economic Development Zone. SM Energy's own internal valuation: **$54.7 to $71.1 million**. Implied value from unsolicited offers received by SM Energy: **$43 million**. Commercial land comps in the immediate area: **$300,000 to $450,000 per acre**. There is no comparable parcel of this size left near Erie's Town Center. There will not be another one.
- **$4.5 million in immediate cash** at closing.
- **Production payment** tied to Draco revenues for the life of the project — up to **$25.5 million** over the life of the operation at 3% of production revenue after 2X capital cost recovery.
- **17 legacy wells plugged and abandoned**, all inside Town limits, within 3 to 5 years of closing at SM Energy's expense — approximately **$4.4 million** in environmental remediation, beyond plugging the 22 wells already required by state law.
- **Road widening and paving** for priority Erie roadways — **$1.2 million**.
- **Permanent on-site inspection rights** at the Draco Pad, despite it being outside Erie's borders.

The surface land alone, developed at rates consistent with a 2024 Erie-commissioned, independent third-party economic report, could generate an estimated **$209 to $362 million in property and sales tax revenue** for the Town over 30 years. The Mayor of Erie himself — who supported this

deal — publicly acknowledged the total value could be up to **$250 million** when including future tax revenues. Per Alameda's internal analysis, the total aggregate value of the agreement ranges from **$285 million to $465 million**.

The alternative — what Town Council has chosen — is **$2.7 to $4 million** in royalties over 30 years from already-leased acreage. That's all. And the same 26 wells still get drilled.

This was not a close call. This was not a judgment call. This was a choice between a potential $450 million windfall with associated health improvements and environmental protections, or $3-4 million and foregoing health and environmental improvements – **while the drilling proceeds regardless**.

What the Opponents Actually Won

The vocal minority who opposed this deal at the June 16th meeting believe they stopped the drilling. **They did not stop anything**. The 26 wells on the Draco Pad were approved by Colorado State regulators in March 2025. They are coming regardless of what Erie's Town Council votes on. The opponents have not stopped a single well. They have not protected a single property's value. They have not improved the air quality of a single neighborhood.

What they did accomplish: they ensured Erie receives nothing in exchange for the inconvenience of these 26 wells being drilled at Draco.

What the No Votes Actually Accomplished – The Irony

The residents who opposed the contract with SM Energy on fiscal grounds specifically voted to give up a land asset that would have helped fund Erie capital projects for a generation, plus $4.5 million in cash, plus a $20+

million-dollar royalty stream. The residents who distrust oil companies specifically voted to let SM Energy keep 158 acres of prime Erie real estate.

The cruelest irony belongs to those who voted “No” in the name of health and welfare. The SM Energy agreement included the accelerated plugging and abandonment of **17 legacy wells** — wells with existing methane emissions and potential leaks that sit amongst Erie's residential areas — on SM Energy's dime within 3 to 5 years of closing, and above and beyond the 22 wells already required by State law. Those 17 wells are still in the ground. They are still emitting and potentially leaking. They will remain that way indefinitely because the “No” votes said “No, thank you. We’d rather have the emissions in the air we and our kids breathe.” They also voted “No” to having the right to routinely inspect the Draco site for health and safety violations. Their “No” vote was the antithesis to health and welfare protection.

Voting “Yes” was the vote for protecting Erie citizens’ health and welfare. The Council members who invoked public health to justify their ”No” votes did the opposite of what they claimed. The 17 legacy wells are their legacy now.

Every stated reason to oppose the deal was directly undermined by the consequences of opposing it.

Three Council members voted to receive nothing in exchange for the inconvenience of 26 wells that are being drilled regardless. They did this based on a fundamental misunderstanding of what was at stake — and, in at least some cases, based on public comments at the meeting that were themselves based on that same misunderstanding.

That misunderstanding is now recorded in Erie's history. The only question is whether it stays there.

The Competitive Process Was Done. Twice.

One of the stated objections to this deal was that no competitive bidding process had occurred. This is factually wrong, and every Council member who voted “No” knew it.

My firm solicited bids from 25 companies over a six month sample timeline. The results were dramatically inferior to what SM Energy was offering — confirming SM's offer was not just the best available, it was in an entirely different category from anything the market would provide. The results were provided to the full Council in January and again in June. The results were virtually identical each time.

The three Council members who raised the competitive bidding argument had the documentation in hand that directly contradicted the claim. The argument was not supported by the actual facts in the Council's possession.

The $8 Million Error

After the terms were agreed to with SM Energy in March 2026, Erie's attorneys chose to exclude Alameda from negotiating the final contract language, despite the fact the Alameda team has unmatched experience in negotiating municipal oil and gas contracts. That decision had consequences.

Without our involvement, the production payment terms were changed without notification — from a tiered structure of 1% after 100% capital recovery, then 2% after 200% recovery, to a flat 2% after 200% recovery. The value to Erie dropped by approximately **$8 million**. Erie's own Environmental Services Director called the change "very, very different to the original terms" and asked Alameda what effect it had on the deal economics.

When I saw the final documents and recognized the error, I brought it directly to SM Energy and to the Mayor. Before the Tuesday, June 16th, Council meeting, we were successfully able to adjust the terms and recoup the lost $8 million. My point in telling this story is not self-congratulation. It is this: the moment expert representation was removed from the process, Erie unknowingly lost $8 million in a single draft revision. Competent advice has a dollar value. In just this one instance, it was worth $8 million.

Suffice it to say, it is highly unusual that a professional advisor would be removed from the negotiation process, and even more troubling that Town legal counsel would change economic terms without alerting anyone on Town Council or, at a minimum, requesting the calculation of what the economic consequences would be.

This Is Not Over

Tuesday's vote was 3 to 3. Council member Dan Hoback was absent. The deal did not pass — but it was not rejected by a majority. It failed by a tie.

Under the parliamentary rules that govern Erie's Town Council, **a council member who voted against a failed motion may bring a motion to reconsider at a subsequent meeting**. The next regular Town Council meeting is Tuesday, June 23, 2026. Only a council member who voted "No" on June 16th has standing to bring that motion.

One of the three "No" votes was Council Member **Brian O'Connor**. Mr. O'Connor had voted in favor of retaining Alameda Mineral Advisors to provide analysis and conduct these very negotiations — yet after hearing public testimony at the June 16th meeting from roughly 20 opponents, he changed his vote to "No".

After the meeting, Mr. O'Connor was given the full picture directly once again: Erie was choosing between a deal with substantial health benefits and potential value of $450 million, or receiving no health benefits and approximately $3 million in value — and in both cases, **every single one of the 26 Draco wells gets drilled**. He heard it. Whether he acts on it now will be one of the most important fiscal decisions in Erie's recent history.

The 40,000+ residents of Erie who did not speak at that meeting should be reaching out to Mr. O'Connor directly. Not with anger — with information. The window has not permanently closed. But it is closing rapidly.

There is also a second path. Even without a formal motion to reconsider, a minor modification to the contract terms would allow an entirely new ordinance to be placed on a future agenda for a fresh vote. That option exists. Whether the Town's leadership has the will to pursue it is a separate question.

A Note on What This Moment Means for Colorado

Senate Bill 24-185, signed by Governor Polis in May 2024, was written specifically to give municipalities leverage in a permitting process where the leverage was historically with the oil companies. The law's advocates spent years fighting for it. It worked exactly as intended in Erie. The leverage was real. The deal was real. The value was real.

Erie was the first municipality in Colorado to use that leverage in real negotiations. The result was the largest municipal mineral rights transaction in State history by two orders of magnitude — or would have been, if the vote had passed.

Instead, the first time Colorado's landmark municipal mineral rights law was invoked, the municipality chose to receive nothing – the exact outcome they vigorously fought so hard against in the past.

What You Can Do

If you are a resident of Erie, contact Council Member Brian O'Connor before the next Town Council meeting on June 23, 2026. Ask him to bring a motion to reconsider the June 16th vote. That motion, if seconded and approved, would allow a new vote on the SM Energy agreement.

The deal that was on the table June 16th was the product of six months of expert negotiation, two competitive bid processes, and the first real use of Colorado's new municipal mineral rights law. This is a historic deal that Erie can capitalize on, but the ability to do so will disappear in a matter of weeks.

The drilling will happen anyway; nothing can stop that. The rig likely arrives in the next six to twelve months. The only thing that changed Tuesday night is that Erie will watch it happen without a dime to show for it — unless one Council member has the courage to call for a second vote.

This is fixable. For now.

Matthew Owens is the Founder and CEO of Alameda Mineral Advisors. He was retained by the Town of Erie in December 2025 to evaluate and negotiate the Town's mineral rights in connection with the Draco Pad project. Alameda's fee was contingent on deal completion.

Comments

73 · 10 comments · 6 reposts

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Most recent

Jason Poppenhagen • 2nd
Director of Business Development @ Flowstate Solutions
4h

Great summary article with call to action still on the table...hoping for reason to win out, but as we've seen before here...hope isn't a game plan.
I'm guilty of this myself, but not taking local elections seriously, who we put in local councils...matters more to our day to day lives than national elections...putting reasonable, intelligent, analytical people, capable o ...more

Like | Reply

Kaleb Roush • 2nd
Energy Engineer & MBA | Asset Development, Strategy, and AI-Enabled Bu...
15h

It's baffling. Cooperation is the pro-community position — it's how local governments secure real concessions, real oversight, and real dollars. The only question should have been whether the community benefits.

Like · 1 | Reply

Maxine Hecht • 3rd+
Retired at Johnson & Johnson
4h

Very sad that the town where I own multiple properties lost all of that money and valuable property knowing the Draco pad was moving forward regardless. The flip in a council members vote was because a vocal group (known to be vocal with other political agendas) showed up in numbers. That swayed a council members vote. He felt those in favor did not speak ı ...more

Like · 2 | Reply · 1 reply

Howell Gwin III, CPA • 2nd
Controller
1h

Maxine Hecht Prior threats? Curious what the nature of the threats were?

A family friend of ours was Mayor of the small Southern town where I grew up when he desegregated the local college in the 1960s...a ...more

Like | Reply

Daniel Purvis • 3rd+ 17h
C3 Oilfield Services | Experienced Oil and Gas Sales Executive | Solution Fin...

Wow! Like stepping over $$ to pick up dimes...

Like | Reply

Jessica Wood • 3rd+ 1h
Consultant

Critical thinking is going the way of the Dodo. We need to overcome the NIMBY effect aka not in my back yard.

Like | Reply

Travis Vitek • 2nd 2h
Leader | Strategist | Entrepreneur | Visionary

This doesn't surprise me one bit. Great write up

Like | Reply

Howell Gwin III, CPA • 2nd 1h
Controller

Matt, that decision is baffling. Thank you for writing this article.

It seems like Erie made an expensive choice to "vote against an oil company" instead of getting the best deal for citizens.

...more

Like | Reply

Keith kauffman • 3rd+ 32m
--

When was any of the above information presented to the town? I've been following this and everything you stated above was first heard..

Like | Reply

Jeff Rice • 3rd+ 56m
Operations & Manufacturing Management | Strategic Planning | 6 Sigma B...

This is so typical of Erie. This is what they did with nine mile. State Supreme Court sided with Erie that the land was theirs. Administration at the time thought it would a nice gesture to let Lafayette have the property. Poof there goes all the tax revenue. They are simply brilliant. ...more

Like | Reply

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Matthew Owens

Energy Executive

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Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

Please submit any written comments for the Town Council before **12 p.m. on June 22** for the comments to be provided in the Council materials packet.

Residents can also provide comment in person or online for the meeting. Attend in person at 645 Holbrook Street in Council Chambers (capacity is limited) or participate online at www.erieco.gov/CouncilMeeting.

Full Name	Brendan McDonald
City/Town of Residence	Erie
Your Comment	I urge the council to not proceed with this decision with so much uncertainty in the air. The facts are still being discovered, and the city has not done a good job of being transparent through the process.

Meredyth Muth

From: Gretchen Brinza <gretchenmilary@yahoo.com>
Sent: Saturday, June 20, 2026 10:11 AM
To: Council Mail
Subject: Mineral Rights--I do not support selling

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Erie Town Council,

As an Erie resident, I am writing to oppose the proposed sale of our municipal mineral rights to SM Energy.

We should not give up our community's legal leverage. Under SB24-185, our minerals cannot be force-pooled, giving us immense power to protect our neighborhoods. Selling these rights now permanently surrenders that protection just to help an oil and gas company meet its May 2028 production deadline.

Furthermore, using Alameda Mineral Advisors—a firm led by a former Civitas executive—creates a glaring conflict of interest, and plugging 17 old wells should be a standard safety requirement, not a bargaining chip for a new deal.

Sustainability is Erie's top priority. Please listen to the residents, we do NOT support the sale of the mineral rights. Further, I would like to question the policy and notice requirements as Brian O'Connor requested this new meeting with less than a week's notice. What is the minimum time required to add an agenda item that is not urgent?

Gretchen Brinza
Erie, CO Resident and Homeowner

Meredyth Muth

From: Nathan Brinza <ndbrinza@uwalumni.com>
Sent: Saturday, June 20, 2026 9:36 AM
To: Council Mail
Subject: Mineral Rights - I do not support selling

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Erie Town Council,

As an Erie resident, I am writing to oppose the proposed sale of our municipal mineral rights to SM Energy.

We should not give up our community's legal leverage. Under SB24-185, our minerals cannot be force-pooled, giving us immense power to protect our neighborhoods. Selling these rights now permanently surrenders that protection just to help an oil and gas company meet its May 2028 production deadline.

Furthermore, using Alameda Mineral Advisors—a firm led by a former Civitas executive—creates a glaring conflict of interest, and plugging 17 old wells should be a standard safety requirement, not a bargaining chip for a new deal.

Sustainability is Erie's top priority. Please listen to the residents, we do NOT support the sale of the mineral rights. Further, I would like to question the policy and notice requirements as Brian O'Connor requested this new meeting with less than a weeks notice. What is the minimum time required to add an agenda item that is not urgent?

Nathan Brinza
Erie, Colorado resident and homeowner
Sent from my iPhone
Sent from my iPad

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Full Name	Brittany Jenkins
City/Town of Residence	Erie
Email	brittanylynnjenkins@gmail.com
Your Comment	Councilmembers- I am submitting this comment as a concerned resident of Erie Highlands in regards to the potential sale of Erie's mineral rights to SM Energy (formerly Civitas). I am firmly opposed to any vote or sale at this time. To be clear, I am fully aware that DRACO is moving forward and the town is now in a time-sensitive situation. That said, I am writing to urge the Town Council to refrain from approving any contract to sell Erie's mineral rights to SM Energy under the current circumstances. This decision appears to have moved forward through a no-bid process, without the level of transparency, competitive analysis, or community engagement that a decision of this magnitude deserves. The sale of public mineral rights is not a routine transaction. It has long-term implications for the town's financial future, environmental stewardship, public health, and the well-being of residents living near potential oil and gas operations. The Council has repeatedly stated that it is fulfilling its fiduciary responsibility. However, fiduciary responsibility should not mean accepting a single pathway without fully exploring alternatives. It should mean performing thorough due diligence on behalf of the community. At this point, it remains unclear whether there is truly a financial or legal risk in refusing the sale, because the town has not sufficiently demonstrated that it has investigated other options, sought outside analysis, or meaningfully evaluated the long-term consequences. I would also like to point out that it is also very troubling that the town surveyed residents about a potential hotel tax but has not sought comparable community input on the sale of mineral rights. The sale of these rights could have a far greater impact on residents' lives, particularly when oil and gas development near homes raises concerns about air quality, noise, traffic, health, property values, and overall quality of life. Before any vote is taken, I respectfully ask the Council to pause this process and take the following steps: seek additional independent valuations, disclose all potential conflicts of interest, obtain competitive bids or proposals, clearly explain the risks of refusing the sale, and provide residents with a meaningful opportunity to weigh in. The people of Erie deserve transparency, accountability, and a process that reflects the seriousness of this decision. Please do not approve this contract until the town has completed a more thorough, independent, and community-centered review.

Thank you-
Brittany Jenkins

Meredyth Muth

From: Janet Brown <janetmbrown25@gmail.com>
Sent: Monday, June 22, 2026 10:38 AM
To: Council Mail; Town Clerk; Meredyth Muth
Subject: Mineral Rights

Follow Up Flag: Follow up
Flag Status: Flagged

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Council, Town Clerk,

I respectfully request that this email be shared with the town attorney as I was unable to locate any contact information on the website.

What has changed since last Tuesday?
Rumors that Council Member O'Connor may have changed his mind.
A social media posting by Matt Owens regarding the decision to deny the sale of mineral rights by the council last week.

What has not changed:
The Attorney General is investigating the failure to follow protocol with the hiring of the consultant.
Drilling has not begun and is unlikely to begin for months.
The deal that was on the table last week, which presented as some kind of mandatory decision last week or the deal could never happen, is back on the table.
Council has made no efforts to further explain the benefits of selling mineral rights or the false deadline of 6/16 (now 6/23). If there is a deal today, there is a deal tomorrow.
No cost analysis has been performed, or if it has been performed has not been shared with the residents.
There were more than 20 resident and interested party speakers last week and only two were not opposed to selling the mineral rights.
My opposition to what appears to be the HASTY sale of mineral rights to SM without proper understanding by the public. It's not that we are not intelligent enough to understand; it's that the information is not complete and transparent.
Council has not had the opportunity to protect the open spaces, which has been noted as an oversight.
Many of the residents, myself included, believe that the council is acting behind the scenes, not being fully transparent and continuing with an agenda of their own making without considering the concerns of residents.

If this decision can be reconsidered, I would like the council to consider other decisions which had numerous speakers and observers at council meetings, including, but not limited to:
The Flag Policy
Approval of the Red Tail Ranch Project
Firing of the Town Manager

Removal of the sprinkler requirements on new builds (when that savings is not going to be passed on to the buyer, but will remain in the pockets of the developers).
Failure to take action to limit the traffic and/or financial concerns at the airport.

The social media post by Mr. Owens was in poor taste. It was unprofessional and condescending towards the residents and the council. I'm curious if it was a violation of the information shared in Executive Sessions. In any case, he has lost credibility with residents. I believe this is grounds for termination of the contract with him and his company.

I request that the council place this vote on hold until we have a better understanding of the actual terms of the agreement and a fair presentation of the short term and long term costs (financial, environmental and other) to the town. Any decision now is potentially compromised by actions taken by the AGO given that at least two members stated publicly that protocol was not followed. We have not been given an understanding of how that could impact the deal moving forward.

I also request that the contract with Mr. Owens, his company and any of his representatives be terminated immediately.

Sincerely,

Janet M. Brown
District 1
Erie, CO 80516

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Full Name	Caleb Adams
City/Town of Residence	Erie
Email	calebadams04@gmail.com
Your Comment	The Town of Erie has a duty to protect the families and residents. It does not have the right to comply with a quietly orchestrated deal that directly and indirectly endangers Erie residents, while jeopardizing property value for a temporary boost to budget funds that will not last and have lasting impacts on the real estate economy of our community. Drilling under hundreds of homes while hundreds of residents stand against it is flat out irresponsible and unacceptable. Anyone who continues to push these measures through will be voted out of office as soon as electorally possible.

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Full Name	Carol Shanahan
City/Town of Residence	Erie
Email	carolshanahan220@gmail.com
Your Comment	I DO NOT support this agreement!!!

Meredyth Muth

From: Diane Carter <dianeccarter@gmail.com>
Sent: Sunday, June 21, 2026 5:22 PM
To: Council Mail
Subject: Mineral rights

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please do not sell any mineral rights. Selling is forever, don't do it. Diand Carter

Meredyth Muth

From: JAMES AND MARSH CASTNER <striker1117@aol.com>
Sent: Friday, June 19, 2026 9:29 AM
To: Council Mail
Subject: Draco deal

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Council Members,

Please, negotiate the best deal for the Town of Erie and then approve the Draco deal.

My only concern is that any money realized by Erie as a result of the deal, is used responsibly, for the benefit of all our legal residents, ie. reduction in local taxes/fees, infrastructure improvements/repairs, etc.

Thank You
Jim Castner
312-259-4263

Sent from my iPhone

Meredyth Muth

From: Scott Charles <scottjcharles@gmail.com>
Sent: Friday, June 19, 2026 6:27 PM
To: Council Mail
Subject: Reconsider the Mineral Rights Agreement

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mayor Moore and Council,

I am asking you to reconsider the June 16 vote rejecting the mineral rights agreement with SM Energy.

The town has already acknowledged that the Draco project will move forward regardless of this agreement. This vote was never about stopping drilling. It was about whether Erie would secure millions of dollars in value, additional land, long-term revenue, and enforceable environmental protections, or walk away with nothing.

The Council chose nothing.

The “no” vote did not stop a single well, delay a single permit, or change the outcome in any meaningful way. It simply forfeited benefits that would have directly served Erie residents while the project proceeds anyway.

What is most disappointing is the appearance that some members of Council were more concerned with appeasing the loudest activists in the room than protecting the long-term interests of the town. Many of those pushing hardest for a “no” vote were not offering a realistic alternative. Their objective was to oppose the project at all costs, despite knowing this vote would not stop it.

Erie deserves leaders willing to make difficult decisions based on facts, outcomes, and the interests of taxpayers. Good government requires courage, independent judgment, and a willingness to deal with reality as it exists. It does not require surrendering to pressure from a vocal minority seeking symbolic victories while the town bears the cost.

The Council had an opportunity to secure real and lasting benefits for Erie in exchange for development that is happening regardless. Instead, it walked away empty-handed.

That is not leadership. It is a costly failure of judgment, and one that should be reconsidered before the consequences become permanent.

Regards,
Scott Charles

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Full Name	Chris Sessions
City/Town of Residence	Erie, Colorado
Your Comment	I urge the Town Council to postpone any sale of Erie's mineral rights until the questions surrounding the negotiation process have been independently reviewed and resolved. Consultant Matthew Owens acknowledged that the competitive solicitation process described in his contract was not completed and stated that he had been instructed not to do so. Yet it remains unclear who authorized that change and whether it was properly approved. Several council members have themselves raised concerns about transparency and the extensive use of executive sessions. More than 100 residents have requested review by the Colorado Attorney General, and legal questions regarding procurement and contract compliance remain unresolved. Regardless of where one stands on oil and gas development, public assets should not be sold under circumstances that leave residents questioning whether the town's own procedures were followed. Mineral rights are a long-term public asset. If this agreement is truly in the best interest of Erie, it will still withstand independent scrutiny. There is no compelling reason to rush an irreversible decision before the public can be assured that the process was transparent, lawful, and worthy of the community's trust. I respectfully ask the Council to delay any sale until these concerns have been fully addressed.

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Full Name	Christiaan van Woudenberg
City/Town of Residence	Erie
Email	christiaan@ecocarto.com
Your Comment	After reviewing the proposed contract, hearing public comment and council discussion on the matter, and reading through Matt Owens' wildly inappropriate diatribe on LinkedIn, I believe his statements in this public forum should disqualify him from representing the Town of Erie in these contract negotiations. Here are some examples of falsehoods presented in his post, available at https://www.linkedin.com/pulse/erie-town-council-had-choice-450-million-nothing-chose-matthew-owens-6yi2c/ "At the meeting, Council listened to passionate public testimony from about twenty residents who unconditionally oppose fossil fuels under any circumstance. The statements were highly emotional and very impactful, but they were misplaced. [...] The question was whether or not Erie would secure meaningful benefits and compensation for its residents." Matt didn't hear the unanimous concerns raised about the abuse of executive sessions, failures to adhere to terms in the contract, and how the contract overwhelmingly favored SM Energy over the residents of Erie. This matter has been referred to the State's Attorney General's office for investigation. "Based upon Alameda's analysis, the total aggregate value of the agreement ranged up to $465 million." The $465 million figure is vastly inflated, as it includes long-term tax revenue from the full development of the parcels sold to the Town. Economic development can occur on these parcels without this deal; any prospective land developer can negotiate directly with SM Energy. 7N LLC (a subsidiary of SM Energy) only purchased these parcels to avoid issues with obtaining surface use rights to drill at Vessels Minerals, which is now impossible given the passage of SB19-181. "Plugging and abandonment of 17 legacy wells located within Town limits at SM Energy's expense, representing approximately $4.4 million in removal and remediation costs above and beyond obligations already required by State law." This is not a benefit to the Town, as SM Energy will have to pay these costs regardless of whether an agreement is reached. The 5-year timeframe does not hold the operator to any standard significantly more restrictive than COGCC/State regulations already do. A negotiator prioritizing Erie residents' health and safety would demand SM Energy plug all of these wells before a single new well at Draco

is spudded.

"Approximately $1.2 million in high-priority roadway improvements sought by the Town."

Paving this segment of CR 6 between the Draco pad and the Front Range Landfill is NOT a high priority and only serves to establish the hauling route for materials to and from the Draco pad — in particular, for drill cuttings and other waste to the Front Range Landfill. This represents only a burden to the Town, as they will have to maintain this paved road indefinitely.

"Environmental and operational inspection rights at the Draco Pad, despite the facility being located outside Town boundaries."

No meaningful inspection program can proceed under a 7-day notification requirement. Inspection at will is the bare minimum.

"[O]pportunities still exist to secure these benefits for Erie residents if Town leadership is willing to continue the discussion."

The contract is being re-introduced with no changes, despite persistent pleas from residents and the Council minority. There is no discussion here.

In his post, Matt Owens made it exceedingly clear that he values his potential $4 million compensation package above all else, and not the best interests of Erie residents.

Christiaan van Woudenberg

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Full Name	Christine Hackett (Eisenberg)
City/Town of Residence	Erie
Email	christine.chicago@gmail.com
Your Comment	There are false narratives regarding the Agreement to Sell the Town's Mineral Rights within the Draco Pad project. I'm going to outline 7 of them. Bottom line, these are significant misunderstandings that are driving the Anti-Agreement sentiment. Voting No based on these false narratives is a serious disservice to the Truth. False Narrative 1: The Town, specifically, the Mayor, is "allowing" oil & gas operator SM Energy to drill under our homes and schools to frack for oil & minerals. False. Not True. This Town Council, including the Mayor, along with the last Town Council, the Town Staff, and many, many of us residents fought hard against the Draco Pad project. We lost. The State's ECMC approved the Draco Pad project in March 2025. The Town isn't allowing this; it is being forced upon us. False Narrative 2: By voting No on the Agreement, Town Council can "delay" the project, possibly to the point of stoppage. False. Not True. The Town's Director of Environmental Services outlined 2 plausible means by which the Town's minerals can be "avoided." What wasn't stated was how or at what cost the Town can confirm this avoidance. Equally important is the fact that while the State's ECMC put a 3-year deadline on the wellhead construction in Weld County, any change from that timeline is controlled by ECMC, who already voted 4-1 against the Town's interests. False Narrative 3: You have received a Vote No letter originated by a resident in Flatiron Meadows that included at least 70 other names of neighbors who agreed to be added to the letter when they "liked" her Facebook post. This resident's Vote No stance began with a Facebook post of an AI generated analysis that falsely compares the financial gain from the sale of the Town's mineral rights against the overall health and environmental risks associated with the Entire Draco Pad operation. This is False. Not True. The sales agreement mitigates some of the health and safety risks by getting our own on-site inspections at the well head, and the closure of 17 additional well heads in Erie that are NOT required by ECMC's deal with SM Energy. Other than this deal, only ECMC can require closure of those wells. But a key fallacy in the AI analysis is the comparison of Erie's financial gain, when the primary financial winners in this Draco Pad deal are Weld County and the State of Colorado, who are getting whopping sales taxes and usage fees from the entire Draco Pad operation. It is Weld County and the state of Colorado who disregarded our Town's health, safety and environmental concerns in favor of financial gain. False Narrative 4: The Town Council, specifically the Mayor, conducted "shady,

backroom deals” to sell our Town’s 2.7% mineral rights in the Draco Pad operation. False. Not True. Any negotiation on behalf of the Town is “quasi-judicial.” As you know, this means the Town’s staff and attorneys have to advise the Town Council in a non-public Executive Session. It is only in this non-public session that the staff, attorneys, Town consultant, and Town Council can fully discuss the Town’s best negotiating tactics. This is common practice for any governing body.

False Narrative 5: The Town Council, specifically the Mayor, conducted a sole-source procurement for a consultant and this procurement was not compliant with Town Purchasing Policy. False. Not True. It is the Town Manager, in this case former Town Manager Malcolm Fleming, who has the responsibility and final authority to conduct the Town’s procurement of contracts. In contrast, the Town Council votes to approve contracts, and the Mayor signs the ordinance that legalizes the contract. Neither the Town Council nor the Mayor conducts the procurement process.

False Narrative 6: The Town’s hired consultant on this matter, Alameda Minerals, and specifically owner Matt Owens, has a conflict of interest in this Agreement. False. Not True. Matt Owens left Civitas after SM Energy purchased the company. He stated at the June 2, 2026 TC Study Session that he owns no stock in Civitas/SM Energy. The value of his engagement in this process is that he knows the profits and costs associated with this project. He has no incentive to give the company a better deal, and he is highly incentivized to help the Town get the best deal. This is no different than any other former employee of a company or government entity who sets up shop as a consultant. This is common industry practice.

The question is: Are there other consultants with this knowledge? Possibly in a general sense, but not specific to this project. Again, this issue is associated with the performance of the former Town Manager Malcolm Fleming. It was his responsibility to identify the Town’s minerals as a resource that could be valued after we lost the ECMC vote in March 2025. It was his responsibility to immediately solicit expertise to advise the Town. Instead, by the time SM Energy proposed the purchase of the Town’s minerals, we were in a time crunch and options were limited.

False Narrative 7: The Town should continue its practice to lease our minerals, not sell them. False. Not True. The leased value of a cash payment only, is far inferior to the sales value. The sales value provides health and safety benefits to the residents with the on-site inspections at the wellhead and closure of 17 additional wells, the projected $25 million in cash payments, the future sales tax revenue estimated at $50 to 200 million associated with development of 2 of the land transfers, and the utility of the 3rd land transfer to support expansion of the Town’s public service center.

Again, Bottom line, these are 7 significant misunderstandings that are driving the Anti-Agreement sentiment. Voting No based on these false narratives is a serious disservice to the Truth. I urge Town Council members to rely on Truths and vote accordingly. I support a Yes vote.

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Full Name	Christine Jagher
City/Town of Residence	Erie
Your Comment	I'm joining others urging the council to hold off on this vote and sale until they've done and shared their due diligence to utilize a proper bidding process. Please ensure we are operating at the lowest risk to the community with the highest benefit and take the time to truly understand the impact to our health and wellbeing in the long term.

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Full Name	Chrystalynn (legal name IS one word)
City/Town of Residence	415 Main st Old Town Erie (32 years)
Email	chrystalynn@comcast.net
Your Comment	I am a simple citizen who is torn between the environmental impacts of Oil and Gas on climate change and the hard core reality that our current and evolving world NEEDS these resources: to cool people down in100 degree heat and warm people up during unanticipated cold. Albeit, I still think it is financially prudent to approve this agreement with the caveat that water issues will be considered. Therefore, I am happy to see Erie reconsidering this decision. If they went forward and redid the RFP for the Consultant in a more transparent manner that might help gain more citizen support although it does delay the project.... WHY I SUPPORT THE APPOVAL OF THIS AGREEMENT: SM Energy will find a way to access these resources whether or not Erie approves the agreement. Sure we will be paid for our mineral rights but eventually the wells will run dry and Erie will get nothing left in value. This agreement is complicated but my understanding of it is that Erie will get a sizeable amount of property (which they will eventually develop) at a value largely over and beyond what it is currently worth PLUS Erie will still reap 2% of the profits from the resources accessed. PLUS an extensive amount of cleanup work and abandoned well closures will be taken on. When the wells run dry Erie is left with a huge piece of property they would otherwise not be able to buy/access. This is a huge benefit to the town for decades to come. I do not see any citizen comments in support of this agreement. Have they really READ the contract and agreement or are they dwelling on a naive assessment of the issues? Maybe I am naive? Personal Disclosure:I have mineral rights attached to my property title and have benefited from payments recieved pursuant to that agreement. But the annual income has been minimal and has dropped substantially as the wells went dry. In the late 1990's when I was the chair of the first Tree Board, I remember the Town negotiating with Broomfield and Mayor Vic Smith saying "we are caught over a barrel" with Broomfield as they masterminded the huge development of their

jurisdiction and we lost out on a huge amount of property that clearly was a major financial loss to Erie that has impacted us decades later.

Our municipal budget is constrained - might this agreement assist Erie in positive development over time? Adding Open Space on the property received? Reducing the amount of rooftops we need to fund our operations?

In 30 years, or even 20, will the Draco Pad still be producing? Will this council be remembered for the impactful decision they made for the town or will they be remembered like the old wild west of 1997 and the failure of Vic Smith's legacy to have more leverage with Broomfield?

You all have a hard job-thank you for working at it.

Meredyth Muth

From: Anna Clark <amc1012000@gmail.com>
Sent: Monday, June 22, 2026 8:48 AM
To: Council Mail
Subject: Mineral Rights sale

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mr. Mayor and Council Members,
I am unable to attend the meeting tomorrow night but I would be there to share my thoughts if I could. Please consider this email my public comment, submitted also via the online form.

I attended the meeting on June 16th when this vote occurred. I gave public comment, urging the council postpone the vote. I was not alone. I heard other residents asking, "what's the rush?" The Mayor was clear that the vote MUST happen that night, there are necessary and inevitable timelines. These are SM timelines, not ours. This deal was voted down; the public is not behind this sale. We felt heard last week. But now, Alameda Minerals is lobbying the public and the council to reconsider. This is grossly inappropriate. I remind the Council that you represent Erie. Erie has spoken, again and again. Please vote no on the sale of our Town's mineral rights.

And, Mr. Mayor, there might have been "only" 20 people speaking last week, but we are not the only ones that feel this way. We are not the die-hards, or the hold-outs. We are the residents that do not was to yield our autonomy to Oil and Gas. We say, enough.

Thank you,
Anna Clark

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Full Name	Colin Towner
City/Town of Residence	Erie
Email	colinjtowner@gmail.com
Your Comment	I live a 1/4 mile from a 12 well site. When it was drilled and fracked it impacted our quality of life meaningfully AND there was no other mitigation or financial benefit to the town when that site was drilled. I think I understand why people struggle with the Draco site. However, there are some positives from the proposed deal. Land grants to the town that save significant money that would otherwise be required to expand public facilities. A revenue stream that can help offset future costs and keep taxes down for Town residents. The ability to monitor the site and get any leaks/spills identified quickly and addressed before they cause broader damage. The oil company does not have to do any of this. Where there are many dimensions to this deal that people may think can be improved, I think it is a reasonable and fair deal for the Town. Rejecting this deal will not delay Draco significantly. I expect the oil company already has alternatives designed and ready to submit. Rejecting the deal will also strand the minerals under Town control and make them economically infeasible to extract at a later date. That means the future value is zero to the Town and the cost of future projects such as public works yard expansion are much higher. Is it perfect? No, and no deal will Be. This is a good deal for Erie and I encourage you to vote in favor of it. Thank you

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Full Name	Corinna Hammersley
City/Town of Residence	Erie
Your Comment	Thank you for taking public comments via this form. Please DO NOT sell Erie's mineral rights, not now, not ever.

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Full Name	Corinne Oertel
City/Town of Residence	Erie
Email	corinneoertel@icloud.com
Your Comment	I strongly oppose the sale of Erie's municipal mineral rights. Selling these mineral rights would be a short-term financial decision with long-term consequences for Erie residents. I am deeply concerned about the process behind this deal. A decision of this size, involving public assets and millions of dollars, should be handled with full transparency, public accountability, and a competitive process. Residents deserve to know that every option has been carefully evaluated and that public health, environmental safety, and long-term community impacts are being prioritized over a one-time payout. Oil and gas development near residential areas raises serious concerns about air quality, water safety, public health, noise, traffic, and property values. Erie should not invite more industrial activity into areas where families live, work, and go to school. Please do not reconsider or revive this sale. Erie should retain its municipal mineral rights and use every available tool to protect residents, the environment, and the long-term future of our town.

Meredyth Muth

From: Rodger Cree <rodcree@hpc-solutions.net>
Sent: Friday, June 19, 2026 7:36 PM
To: Council Mail
Subject: 028 2026

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Town Council,

I am writing to request that the Council Members reconsider their vote on Ordinance 028-2026: Authorizing the Sale of Minerals.

The council should not be voting based on who is yelling the loudest. Smart decisions have to be made. Many in this town are remaining silent because those same loud voices shout in our faces as well. It doesn't mean they are correct.

I understand that Draco is going to happen - with or without this agreement - and it is in the best interests of the Town and its residents to APPROVE THIS DEAL!

Do what is in the best interest of this town. Do your job.

Sincerely,

Rodger Cree
1228 Links Ct
Erie

Sent from my T-Mobile 5G Device
Get Outlook for Android

Meredyth Muth

From: Joe Cygan <joe@countylinelumber.com>
Sent: Friday, June 19, 2026 9:16 AM
To: Council Mail
Subject: Draco Pad

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Erie Town Council,

I am writing to ask that you reconsider the Draco well and mineral rights proposal. While I did not initially follow this issue closely, I have spent significant time researching the situation since the recent vote in order to understand the community's concerns and the details of the deal.

After consulting with trusted individuals knowledgeable in the oil and gas industry who have no stake in this proposal, I have come to believe that this agreement is in the best interest of Erie. While I understand the opposition, I am concerned that much of the resistance stems from misinformation regarding the confidential nature of the negotiations. As a business executive, I recognize that certain information cannot always be shared immediately, and I find the unauthorized leaking of privileged details to be unacceptable.

Based on my understanding of the facts:

- Public Safety: The deal includes capping abandoned wells that currently pose a health and safety risk to our community—a remedy the town has previously struggled to secure.
- Mineral Viability: Draco drilling will proceed regardless of the town's participation. By not participating, the town risks having its minerals bypassed, rendered inaccessible, and left essentially worthless.
- Economic Benefit: The proposal provides significant monetary benefits and property that could greatly aid the town’s development. Given the high tax burden in our region, these resources are vital for maintaining community services and supporting the local economy.

As a representative of a small business that has been part of this community for 39 years, I see this as a calculated risk well worth taking for the long-term benefit of Erie. I hope that a portion of the resulting revenue could be used to support local small businesses, making it more feasible for us to remain and grow within the town.

Thank you for your time and for your service to our community.

Sincerely,

Joe Cygan

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Full Name	Daniel Johnson
City/Town of Residence	Erie
Email	djj1924@gmail.com
Your Comment	Please do the right thing financially for the town, which is securing our future and growth. This drilling is going to happen whether residents approve it or not let's take advantage of the financial upside.

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Full Name	Darby Vernon
City/Town of Residence	Erie
Email	darby@darbyvernon.com
Your Comment	Dear Council. I oppose the selling of minerals to SM. I'm sure you're getting a lot of written comments explaining why not selling the minerals is a smart move. But I don't really care about what's smart. I care about freedom. Sometimes, freedom means watching your neighbors do something you think is really, really stupid. The residents of Erie have made it clear that they oppose selling the mineral rights. It's our freedom to say that. The Town of Erie is ultimately a collective of its residents, and the residents have spoken. I know some people think this means giving up on millions of dollars, but that's our freedom to do so. Don't be Big Government telling us that you know better. Freedom doesn't have a price tag. Thank you, Darby

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Full Name	David Hecht
City/Town of Residence	Erie
Email	daveh1@comcast.net
Your Comment	I believe that we should accept the land and the money, I feel will greatly benefit the Erie Community. I've heard that some activists have tried to intimidate people from speaking up that are for the measure. The board should never allow this type of fascists behavior in a democratic city hall meeting. those people should be removed so everyone's voice is heard. Thank you for considering my opinion on behalf of the Erie community.

Meredyth Muth

From: John Davie <john.davie@comcast.net>
Sent: Friday, June 19, 2026 6:23 AM
To: Council Mail
Subject: Erie Mineral Rights

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Council Members,

I have reviewed the proposed deal to sell Erie's mineral rights and I support the approval of this contract. I believe this is a very important opportunity for Erie. The health and safety improvements and the financial incentives make this deal critical for the residents of Erie. It would be irresponsible to let this opportunity pass.

John Davie

Erie resident

Sent from my iPhone

Meredyth Muth

From: Nicole Doane <natherton7@gmail.com>
Sent: Friday, June 19, 2026 4:55 PM
To: Council Mail
Subject: Reconsider Ordinance 028-2026: Authorizing the Sale of Minerals

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good evening all,

My name is Nicole Doane, an Erie resident since 2017.

I am writing to respectfully ask the Council to reconsider their vote on Ordinance 028-2026: Authorizing the Sale of Minerals. I would like to express my support for the Council to sell the mineral rights. I understand any Council Member who voted no on the motion can bring a motion to reconsider, at the meeting Tuesday June 23, 2026. I would ask that at least one of the no votes, Brian, Anil, or Emily motion to reconsider. I believe selling the mineral rights is in the town's best interest, as the drilling will happen no matter what, and without this agreement with SM Energy we are losing millions of dollars, that will benefit the town.

I wish I had expressed my support prior to the first vote, but due to ongoing harassment by a local resident, who previously sent a threatening card to my home, I have been reluctant to speak out publicly in any way. Several current Council Members were supported by this resident and his "group", and given the fact these emails go to all Council Members, and I have yet to see any condemnation from Dan, Emily or Anil regarding Skylar Weitzel's actions, or Sara Loflin's alleged embezzlement of nearly $70,000 from Meadowlark PTSA, I am concerned my email and sentiments will be shared with a nasty group of people who have been hell bent on terrorizing my family for years. I fear for my and my family's safety due to the repeated harassment by Skylar and his group to include Shavonne Blades(who is my neighbor), Justin Brooks and others.

I hope adding a little of my personal fear, and experiences with some of these vocal activists, helps you understand why I and I believe many others have been fairly quiet, and reluctant to put our names out there in support of these hot button topics, because we don't want the targets on our backs to get larger! I hope you can also see how strongly I must feel, to come out and make this statement to all of the Council Members, despite my fear.

Thank you all for serving the Town of Erie. I do appreciate the time and sacrifice it takes to be a public servant. Please reconsider your vote, and do the right thing for the town, what it's the town's best interest long term. The drilling is happening no matter what, and that's really what these vocal activists are upset about, and they can't stop it. So if we can't stop it, let's make the best of the situation and get as much as we can out of it. You have a fiduciary duty to do what's in the best interest of the town, whether or not a fraction of loud anti oil and gas mouthpieces are yelling at you not to.

Blessings,

Nicole Doane

Meredyth Muth

From: Shannon Dodge <smcomer1@gmail.com>
Sent: Friday, June 19, 2026 3:11 PM
To: Council Mail
Subject: Request to Reconsider the June 16 Mineral Rights Vote

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mayor Moore and Members of the Town Council,

As a resident of Erie, I am writing to ask the Council to reconsider its June 16 vote rejecting the mineral rights agreement with SM Energy.

I did not attend Tuesday's meeting. Like many residents I spoke with, I assumed a "yes" vote was the common-sense outcome and did not think my presence was necessary. I have since watched the video, and the climate in the room was about what I expected. I also spoke with a fellow resident who attended in person and spoke in favor of the agreement. She described others in the room who supported it but stayed silent, feeling intimidated by the heckling, the tension, and the demeanor of some of those advocating for a "no." She has already reached out to councilmembers directly to describe that hostility, so this may not be the first you are hearing of it.

I raise this for a specific reason. The room on Tuesday was not a fair representation of the town, and I worry that the opinions expressed so forcefully that night may have weighed on the vote itself. If any councilmember was swayed toward a "no" by the intensity in the chamber, I would gently ask whether that pressure reflected the will of Erie as a whole or only the will of the few dozen people willing to be the loudest. Much of that anger seemed aimed at fracking and oil and gas development in general, but this vote was the wrong forum for that fight. A "no" does nothing to stop the drilling. Meanwhile, a great many residents who supported the agreement simply were not there to say so, because we assumed the decision was already settled.

That brings me to the substance. The town itself has acknowledged that the Draco project will move forward whether or not Erie sells its remaining interest. Given that the drilling is coming either way, the real question was never whether to allow it. It was whether Erie walks away with nothing or captures real value in return, and as I understand it, the agreement offered a great deal of value. It would have brought the town a substantial cash payment, a meaningful transfer of land, and an ongoing share of revenue that would have paid Erie for as long as those wells produce, potentially for decades. Just as importantly, it secured binding environmental protections, including monitoring and commitments to plug aging wells, safeguards the town has no guarantee of obtaining once it has given up its seat at the table.

That is what a "yes" vote would have meant: money, land, long-term income, and enforceable protections for residents. The "no" vote stopped not a single well from being drilled. It simply forfeited all of that and left Erie with nothing to show for development that is happening anyway.

I respectfully ask you to revisit this decision and weigh carefully what the town gives up by holding out,

with the full range of resident opinion in mind, not only the voices that were loudest on Tuesday night.

Respectfully,
Shannon Dodge

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Full Name	Donald Poole
City/Town of Residence	Erie Colorado
Email	dlpoole@gmail.com
Your Comment	You simply MUST VOTE NO. The majority of city residents DO NOT WANT THIS. This is an absolute travesty and an ecological nightmare

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Full Name	Doug Wood
City/Town of Residence	Erie
Your Comment	I hope that the members of the Erie city council have thought through their legal representation. They will be named and be personally liable if the Draco pad results in a class action lawsuit. Nobody wants this measure to pass and a Federal judge will take that into account during sentencing. Also, please understand that in the federal system their in no parole, time sentenced equals time served. I hope each member of the council has thought this through.

Meredyth Muth

From: Delaney Dreckman <delaneydreckman@gmail.com>
Sent: Sunday, June 21, 2026 12:00 AM
To: Council Mail
Subject: Ordinance 028-2026

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Mayor Moore, Mayor Pro Tem, and Council Members,

I am writing to respectfully request that the Council Members reconsider their vote on Ordinance 028-2026: Authorizing the Sale of Minerals. My comments are being provided as a resident, and not as Planning Commission Vice Chair for the Town of Erie.

I also want to acknowledge that I regret not speaking during the June 16 meeting. While I attended and listened to the discussion, I did not feel the meeting environment was conducive to open dialogue from residents who supported the agreement. Repeated outbursts from the audience created an atmosphere that I felt sharing my viewpoint wasn't productive. In hindsight, I wish I had spoken anyway, and I appreciate the opportunity to share my perspective now.

Regardless of where individuals stand on oil and gas development, Erie has a responsibility to be a good steward of the assets owned by its residents. The Town's mineral interests are valuable public assets, and Council has an obligation to evaluate how those assets can best serve the community.

The Draco development has already received the approvals necessary to move forward. Based on the information presented publicly, the rejection of the mineral agreement does not stop the project from proceeding. At most, it may require adjustments to portions of the drilling plan. While reasonable people may disagree on the desirability of the project itself, it is important to recognize that the decision before Council was not whether drilling would occur, but whether Erie would receive benefits in exchange for its mineral interests.

I believe the benefits of financial compensation, important oversight, and additional productive commitments from the operator are benefits Erie cannot reject since development is moving forward regardless.

Oil and gas production remains a significant part of Colorado's economy and is particularly important in Weld County. The funds produced by oil and gas are heavily relied upon by many Colorado communities. When development occurs, local governments should seek opportunities to maximize accountability and public benefit.

It is also worth noting that horizontal drilling and hydraulic fracturing in the DJ Basin will occur thousands of feet below our groundwater aquifers. There's extensive requirements for groundwater monitoring and the well construction/casing/etc. in place. I agree continued oversight is necessary, but claims regarding damage to groundwater or residential foundations should be evaluated based on evidence.

I understand that concerns have been raised regarding the process surrounding this agreement. Transparency and public trust are important, and those concerns should be addressed. However, I encourage Council to evaluate the agreement itself on its merits. The Town's responsibility is to determine whether the proposed terms provide value, accountability, and protections for Erie residents. The controversy surrounding the process should not prevent an objective evaluation of the benefits being offered.

As someone whose family has owned a Colorado ranch for nearly 100 years, I have grown up around conversations about mineral rights, leases, and the responsibilities that come with land ownership. Our family has participated in these processes firsthand and understands both the opportunities and obligations involved. That experience has shaped my belief that when development is occurring, Colorado landowners should seek protections, oversight, and fair value for the assets they own rather than simply walking away from the opportunity.

As a resident and taxpayer, I believe Erie should approach its mineral interests with the same mindset any responsible property owner would: protecting the asset, maximizing its value, and ensuring that any development occurring within our community provides meaningful benefits to the people who live here.

Thank you,
Delaney Dreckman

Meredyth Muth

From: Amelia Dress <ameliadress@gmail.com>
Sent: Saturday, June 20, 2026 7:19 PM
To: Town Clerk
Subject: Do not sell mineral rights

Follow Up Flag: Follow up
Flag Status: Flagged

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Town Council,

I was happy to see the updated vote that the mineral rights for the Draco project would not be sold following last week's meeting. I now hear that this may be up for reconsideration with a second vote being requested.

As a long time Erie resident, who chose Erie intentionally for the many benefits it has, I'm writing to ask that the mineral rights not be sold. There is little to gain from this for the town, and it will likely hurt home values, quality of life and safety.

I know this is a difficult decision. I grew up in Colorado in an oil and gas family, so I'm familiar with all sides of this. But because of that, I also know that the drawbacks are far greater than the benefits.

Thank you,

Amelia Richardson Dress

Meredyth Muth

From: Christine Chicago <christine.chicago@gmail.com>
Sent: Monday, June 22, 2026 1:20 PM
To: Council Mail
Subject: I Support a Yes Vote on the Agreement to Sell the Town's Mineral Rights

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mayor Moore and Council Members,

There are false narratives regarding the Agreement to Sell the Town's Mineral Rights within the Draco Pad project. I'm going to outline 7 of them. Bottom line, these are significant misunderstandings that are driving the Anti-Agreement sentiment.

Voting No based on these false narratives is a serious disservice to the Truth.

False Narrative 1: The Town, specifically, the Mayor, is "allowing" oil & gas operator SM Energy to drill under our homes and schools to frack for oil & minerals. False. Not True. This Town Council, including the Mayor, along with the last Town Council, the Town Staff, and many, many of us residents fought hard against the Draco Pad project. We lost. The State's ECMC approved the Draco Pad project in March 2025. **The Town isn't allowing this; its being forced upon us.**

False Narrative 2: By voting No on the Agreement, Town Council can "delay" the project, possibly to the point of stoppage. False. Not True. The Town's Director of Environmental Services outlined 2 plausible means by which the Town's minerals can be "avoided." What wasn't stated was **how or at what cost** the Town can confirm this avoidance. Equally important is the fact that while the State's ECMC put a 3-year deadline on the wellhead construction in Weld County, any change from that timeline is controlled by ECMC, who already voted 4-1 against the Town's interests.

False Narrative 3: You have received a Vote No letter originated by a resident in Flatiron Meadows that included at least 70 other names of neighbors who agreed to be added to the letter when they "liked" her Facebook post. This resident's Vote No stance began with a Facebook post of an AI generated analysis that falsely compares the financial gain from the sale of the Town's mineral rights against the overall health and environmental risks associated with the Entire Draco Pad operation. This is False. Not True. The sales agreement mitigates some of the health and safety risks by getting our own on-site inspections at the well head, and the closure of 17 additional well heads in Erie that are NOT required by ECMC's deal with SM Energy. Other than this deal, only ECMC can require closure of those wells. Also, the primary financial winners in this Draco Pad deal are Weld County and the State of Colorado, who are getting whopping sales taxes and

usage fees from the entire Draco Pad operation. **It is Weld County and the state of Colorado who disregarded our Town's health, safety and environmental concerns in favor of financial gain.**

False Narrative 4: The Town Council, specifically the Mayor, conducted "shady, backroom deals" to sell our Town's 2.7% mineral rights in the Draco Pad operation. False. Not True. **Any negotiation on behalf of the Town is "quasi-judicial."** As you know, this means the Town's staff and attorneys have to advise the Town Council in a non-public Executive Session. It is only in this non-public session that the staff, attorneys, Town consultant, and Town Council can fully discuss the Town's best negotiating tactics. This is common practice for any governing body.

False Narrative 5: The Town Council, specifically the Mayor, conducted a sole-source procurement for a consultant and this procurement was not compliant with Town Purchasing Policy. False. Not True. **It is the Town Manager, in this case former Town Manager Malcolm Fleming, who has the responsibility and final authority to conduct the Town's procurement of contracts.** In contrast, the Town Council votes to approve contracts, and the Mayor signs the ordinance that legalizes the contract. Neither the Town Council nor the Mayor conducts the procurement process.

False Narrative 6: The Town's hired consultant on this matter, Alameda Minerals, and specifically owner Matt Owens, has a conflict of interest in this Agreement. False. Not True. Matt Ownens left Civitas after SM Energy purchased the company. He stated at the June 2, 2026 TC Study Session that he owns no stock in Civitas/SM Energy. The value of his engagement in this process is that he knows the profits and costs associated with this project. He has no incentive to give the company a better deal, and he is highly incentivized to help the Town get the best deal. This is no different than any other former employee of a company or government entity who sets up shop as a consultant. This is common industry practice.

The question is: Are there other consultants with this knowledge? Possibly in a general sense, but not specific to this project. **Again, this issue is associated with the performance of the former Town Manager Malcolm Fleming**. It was his responsibility to identify the Town's minerals as a resource that could be valued after we lost the ECMC vote in March 2025. It was his responsibility to immediately solicit expertise to advise the Town. Instead, by the time SM Energy proposed the purchase of the Town's minerals, we were in a time crunch and options were limited.

False Narrative 7: The Town should continue its practice to lease our minerals, not sell them. False. Not True. **The leased value of a cash payment only, is far inferior to the sales value.** The sales value includes health and safety benefits to the residents with the on-site inspections at the well head and closure of 17 additional wells, the projected $25 million in cash payments, the future sales tax revenue estimated at $50 to 200 million associated with development of 2 of the land transfers, and the utility of the 3rd land transfer to support expansion of the Town's public service center.

Again, Bottom line, these are 7 significant misunderstandings that are driving the Anti-Agreement sentiment**. Voting No based on these false narratives is a serious disservice to the Truth. I urge the Town Council to rely on Truths and vote accordingly. I support a Yes vote.**

Thank you,

Christine Hackett Eisenberg

District 1 Resident since 2020

Meredyth Muth

From: Rob Eisenberg <eishockey13@gmail.com>
Sent: Friday, June 19, 2026 11:33 AM
To: Council Mail
Subject: Fix the agreement

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Town Council,

You have made the biggest mistake possible by not approving the agreement wth SM Energy.

You have given up important and highly valuable health and safety measures for the Town's residents regarding the Draco pad and hundreds of millions of dollars to help solve water issues, road issues and all kinds of growth issues that face Erie as we move forward.

Please fix this at the June 23 town council meeting by voting to approve the agreement with SM Energy.

I did not speak up at the June 16 Town Council meeting due to the vociferous and belligerent behavior of the anti-agreement crowd who were allowed to bully those in the meeting who had a different point of view.

You have a STANDARD OF CARE and a FIDUCIARY responsibility to do what is right for the Town. Please correct this mistake.

Rob Eisenberg
District 1
Resident since 2020
798 Limestone Drive, Erie CO 80516

Sent from my iPhone

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

Please submit any written comments for the Town Council before **12 p.m. on June 22** for the comments to be provided in the Council materials packet.

Residents can also provide comment in person or online for the meeting. Attend in person at 645 Holbrook Street in Council Chambers (capacity is limited) or participate online at www.erieco.gov/CouncilMeeting.

Full Name	Elisa Hurwitz
City/Town of Residence	Erie
Email	elisa.hurwitz@gmail.com
Your Comment	Dear Mayor and Members of the Erie Town Council, I am writing to urge the Town Council to vote NO on the proposed sale of our municipal mineral rights. As a community, we spent more than two years fighting to hold Civitas (now SM Energy) accountable for the Draco Pad. Our neighborhood's position has not changed: sustainability remains our number one priority, as reflected in Erie's own community surveys. We did not vote to sell our mineral rights, and we do not support this deal. I ask the Council to reject this sale based on four critical points: • We Hold the Leverage Under SB24-185: Under current Colorado law, the Town's mineral rights cannot be force-pooled. If Erie refuses to sell, SM Energy is legally required to drill around us. Selling these rights means permanently surrendering the strongest legal tool we have to protect our neighborhood. • Clear Conflict of Interest: The Town hired Alameda Mineral Advisors to negotiate this deal—a firm led by a former Civitas executive. Paying an industry insider to "represent" the community we fought so hard to protect is a severe conflict of interest. The terms of this sale were effectively designed by the very industry benefiting from them. This is extremely concerning. • Plugging Old Wells is an Obligation, Not a Bargaining Chip: The framing of plugging 17 old wells as a "benefit" or a gift to the town is misleading. Remediating these old wells is a matter of basic public safety that should have been addressed long ago—it should not be used as a bargaining chip to justify a massive new sale. Negotiating a deal of this magnitude largely in private executive sessions undermines public trust. Erie residents have shown up consistently—including the 418 residents who submitted comments during the 2A period and the 271 who went on the official public record. We are asking you to represent our health, safety, and long-term sustainability. Please vote NO on the sale of Erie's municipal mineral rights. Sincerely, Elisa Hurwitz

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Full Name	Elisabeth Fisher
City/Town of Residence	Erie
Your Comment	To the Erie Town Council, I was the second speaker at the June 16 meeting. It was almost impossible for me to gather the strength to walk up to the podium, following the gavel banging and abrupt departure of the mayor and mayor pro tem from the dais. Their words and actions cast a pall over the proceedings that lingers still. I fully understand and respect how important it is for all of us to "follow the rules", as the mayor cautioned those in attendance at that meeting. So I ask: why were the rules of procedure not followed when it came to the internal process surrounding the proposed sale of the town's mineral rights? Given that so many questions have yet to be answered about that process, and about the terms of the proposed deal, I cannot conclude that your fiduciary responsibility has been met, nor your moral responsibility, to act in the best interests of the community. Those best interests include holding on to our publicly owned mineral rights, as I expressed in my comments to you on June 16. Protecting the health and safety of Erie families should not under any circumstances be used as a bargaining chip to facilitate the expansion of oil and gas development. By doing so, you compromise that very fragile protection. As to the hastily called reconsideration of this matter, there is an ominous sense of deja vu. Some will recall a similar debacle in 2018, when the disastrous Operator Agreement with Crestone Peak Resources that had been rejected days earlier, was revisited and approved at a special meeting held on a Sunday afternoon in November. I witnessed an act of betrayal that I will never forget. I implore this Council to learn from history and not repeat it.

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Full Name	Elizabeth Gardner Hall Clark
City/Town of Residence	Erie
Email	ElizabethOGHOA@gmail.com
Your Comment	I oppose the monetization of public assets for fossil fuel extraction and selling the mineral rights to an energy company. I have extreme concerns over suburban wellbore impacts, property devaluation, public health, and environmental degradation. The town should prioritize municipal well-being over financial windfalls, selling rights effectively fast-tracks drilling beneath suburban neighborhoods. The proximity of residential neighborhoods, shopping centers, and proposed horizontal wellbores is too close to homes and schools. Retaining municipal rights gives the town more leverage to dictate terms regarding environmental monitoring and the closure of aging wells. The Town of Erie should not sell its remaining mineral rights to an Energy Company. I oppose the sale of the mineral rights to an energy company. A Very Concerned Citizen in Erie, CO Elizabeth Gardner Hall Clark

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Full Name	Erica Becker
City/Town of Residence	Erie
Email	ericajbecker@yahoo.com
Your Comment	The timing is awfully fishy and the timing is highly suspicious. Why are we requesting this with limited time for the residents to obtain further knowledge and information? I think the town should do a much better job at being 100% transparent about the factors, the players, and the reasons behind all of this. There is so much that is shroud in secrecy that the towns inhabitants do not have a clear understanding of what is happening behind the scenes. Everyone was voted into this seat by the town's people and therefore should act in prudence with our thoughts and voices in mind. If you feel like you cannot act appropriately, then you should either remove yourself or stop the vote. If you do not stop the vote, I hope that many of us can bring together with the State Attorney General, further investigation and possibly subsequent lawsuit into the mishandling of this entire issue. Your actions tonight have consequences beyond just today. Your actions tonight have consequences beyond careers today. To the Mayor and Town Council of Erie, Colorado: I am writing to formally request that the Town of Erie terminate its consulting contract with Matt Owens and Alameda Mineral Advisors. Recent events have demonstrated that Mr. Owens is deeply compromised by his past ties to Civitas Resources. Instead of acting as an objective advisor for our municipality, he has engaged in lobbying efforts on LinkedIn designed to force through a mineral rights deal that predominantly benefits his former corporate partners. During a June 2026 town council study session, Mr. Owens openly admitted that he did not follow the competitive bid solicitation process explicitly outlined in his contract with the town. Bypassing these standard procurement rules, combined with his extensive use of executive sessions for negotiations, violates the transparency and ethical standards Erie residents expect and deserve. The fact that the town’s chosen advisor previously served as the Chief Operating Officer for Civitas (which merged with SM Energy) creates a massive, inherent conflict of interest. When Erie residents are forced to rely on a consultant who pushes a deal favoring the very company he used to run, it erodes public trust in our local government.

For these reasons, I urge the Town Council to fire Matt Owens immediately and halt any further votes on the mineral rights deal until a fully transparent, objective, and competitively bid procurement process can be conducted.

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Full Name	EUGENE GEARY
City/Town of Residence	ERIE
Email	genegeary@att.net
Your Comment	I am completely in favor of the town receiving a substantial package in exchange for mineral rights.

Meredyth Muth

From: Alexis Feack <lexifeack@gmail.com>
Sent: Friday, June 19, 2026 8:07 PM
To: Council Mail
Subject: Vote on Ordinance 028-2026: Authorizing the Sale of Minerals

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Town Council,

I am writing to request that the Council Members reconsider their vote on Ordinance 028-2026: Authorizing the Sale of Minerals.

I understand that Draco is going to happen - with or without this agreement - and it is in the best interests of the Town and its residents to APPROVE THIS DEAL!

Sincerely,

Lexi Feack

Sent from my iPhone

Meredyth Muth

From: Patrick Finley <patrickjfinley@gmail.com>
Sent: Monday, June 22, 2026 10:48 AM
To: Council Mail
Subject: Erie Minerals / DRACO - Revote

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Council Members,

I'll keep this brief.

My understanding is that SB 24-185 provided Erie with significant leverage in its negotiations with CIVI/SM. Following the June 16 vote, however, the practical result appears to be that drilling will still move forward while the Town has relinquished opportunities to secure additional concessions, protections, or benefits that may have been available through the negotiated agreement.

I believe some residents viewed a "No" vote as a means of preventing development altogether or sending a broader message regarding environmental and local control concerns. As we all know, the outcome will be very different than many expected, with the project proceeding despite the rejection of the agreement.

For that reason, **I respectfully ask that you consider bringing forward a motion to reconsider the June 16 vote** so that the Council can reevaluate the matter in light of its long-term implications for the Town.

Thank you for your service and for your consideration of this request.

Sincerely,

Patrick J. Finley

Meredyth Muth

From: danagelles@ymail.com
Sent: Friday, June 19, 2026 4:19 PM
To: Council Mail
Subject: Draco Pad

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am writing as an Erie resident to respectfully request that the Council reconsider the SM Energy mineral rights agreement at the June 23 meeting.

My concern is not how individual Council members voted, but whether the June 16 vote reflected the views of the broader Erie community. A decision with significant financial, environmental, and public health implications was made after hearing from a relatively small but highly organized group of residents. While their voices deserve to be heard, they do not represent all 40,000+ Erie residents, many of whom were unaware of what was actually being decided.

The key fact is that the 26 wells planned for the Draco Pad will be drilled regardless of the Town's decision. The project has already been approved and permitted by the state. The question before Council was not whether drilling would occur, but whether Erie would receive substantial financial benefits, enhanced protections, and additional safeguards while it does.

I believe many residents did not understand that distinction. Had the broader community been fully informed that this vote could not stop the project, but could affect the benefits and protections Erie receives, the public discussion may have been very different.

I respectfully urge any Council member with the ability to do so under Council rules to bring forward a motion for reconsideration on June 23. If that meeting represents the final opportunity to revisit this agreement, Erie residents deserve the chance for a broader and more informed public conversation before that window closes.

Thank you for your service and consideration.

Sincerely,

Dana Gelles

Meredyth Muth

From: Amy Gillette <agillette7613@gmail.com>
Sent: Friday, June 19, 2026 7:22 PM
To: Council Mail
Subject: Mineral rights

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Town Council,

I am writing to request that the Council Members reconsider their vote on Ordinance 028-2026: Authorizing the Sale of Minerals.

I understand that Draco is going to happen - with or without this agreement - and it is in the best interests of the Town and its residents to APPROVE THIS DEAL!

Sincerely,

Amy Gillette

Meredyth Muth

From: laura ann guy <lauraannguy@gmail.com>
Sent: Saturday, June 20, 2026 12:19 PM
To: Council Mail
Subject: Re: Please Vote NO

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello.

I am disappointed to learn that this item is scheduled to be reconsidered.

My initial email sent on the 10th still stands.

Add to that concern the timing of this revote: three days from when the Town announced it on their FB page. That does not give residents much time, does it?

Finally what about the State A.G. agreeing to look into this process? What about that?

Laura Guy
Erie, Colorado

On Wed, Jun 10, 2026 at 8:38 AM laura ann guy <lauraannguy@gmail.com> wrote:

> Dear Councilmembers- Please vote NO to selling the Town of Erie's mineral rights to SM Energy. I live in Brennan by the Lake (Canyon Creek PD) and am directly affected by this decision. Even if this were not happening in my neighborhood, I would stand against prioritizing short term profits over the long term health of this town's residents. Your role is to represent us, the people of Erie-- and we say NO.
>
> Our health matters. Our environment matters. Our neighborhood matters. Additionally, Thomas Reservoir open space is a treasure that should be protected from future drilling.
>
> This is a personal matter to me as I have fragile health. Fracking jeopardizes all of us and our well-being.
>
> Thank you,
>
> Laura Guy
> 648 Brennan Circle
> Erie, CO 80516

Meredyth Muth

From: Erica Hake <erica_vail@yahoo.com>
Sent: Friday, June 19, 2026 3:46 PM
To: Council Mail
Subject: Vote YES to sell our Mineral Rights

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Council Members,

I have reviewed the proposed deal to sell Erie's mineral rights and I support a motion to reconsider the Vote on the Agreement when the full Council is in session on June 23, 2026. I urge you to Vote YES on the Agreement.

Thank you,

Erica Hake
1032 Limestone Dr
Erie, CO 80516
Erica_vail@yahoo.com
303-478-7966

Meredyth Muth

From: Monte Hartman <monte.hartman@gmail.com>
Sent: Friday, June 19, 2026 4:03 PM
To: Council Mail
Subject: Please Reconsider Ordinance 028-2026: Authorizing the Sale of Minerals

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Town Council,

I am writing to request that the Council Members reconsider their vote on Ordinance 028-2026: Authorizing the Sale of Minerals.

I understand that Draco is going to happen - with or without this agreement - and it is in the best interests of the Town and its residents to APPROVE THIS DEAL!

Respectfully,

Monte

Monte Hartman
1467 Akers Ct,
Erie, CO 80516

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Full Name	Heather Alden
City/Town of Residence	Erie
Email	heather.alden76@gmail.com
Your Comment	Comment summary: The Town of Erie should reject any sale or lease of municipal mineral rights to SM Energy or Civitas Resources for the Draco project. Selling these rights compromises our community's leverage, contradicts our public health goals, and ignores the strong consensus among residents who oppose expanding neighborhood fracking. Subject: Strongly Oppose the Sale/Lease of Municipal Mineral Rights (Draco Project) Dear Mayor Moore and Members of the Town Council, I am writing to strongly urge the Town Council to vote against any proposed agreement to sell or lease Erie’s mineral rights to SM Energy (or Civitas Resources) for the Draco Pad project. Approving this sale severely undermines the spirit of Colorado State Law (SB 24-185), which explicitly protects local governments from force pooling. By holding onto our mineral assets, the town retains its legal leverage to force developers to adjust drilling plans away from our homes, schools, and neighborhoods. Selling or leasing these rights only facilitates a massive 26-well industrial project that extends horizontal drilling directly beneath our community.While I understand the deal includes financial incentives and promises of well-closure, we cannot trade the health and safety of Erie’s residents for short-term royalties. The long-term risks of air and water pollution, as well as the industrialization of our rural and residential spaces, far outweigh the monetary gains. Furthermore, the lack of transparency surrounding the negotiation process and the involvement of former industry executives as consultants deeply concerns me. I urge the Town Council to listen to the overwhelming pushback from the community, stand firm against corporate pressure, and protect our municipal mineral rights.Thank you for your time and for your commitment to protecting Erie's residents. Sincerely, Heather Alden

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Full Name	Heather Alden
City/Town of Residence	Erie
Email	heather.alden76@gmail.com
Your Comment	To the Mayor and Town Council of Erie, Colorado: I am writing to formally request that the Town of Erie terminate its consulting contract with Matt Owens and Alameda Mineral Advisors. Recent events have demonstrated that Mr. Owens is deeply compromised by his past ties to Civitas Resources. Instead of acting as an objective advisor for our municipality, he has engaged in lobbying efforts on LinkedIn designed to force through a mineral rights deal that predominantly benefits his former corporate partners. During a June 2026 town council study session, Mr. Owens openly admitted that he did not follow the competitive bid solicitation process explicitly outlined in his contract with the town. Bypassing these standard procurement rules, combined with his extensive use of executive sessions for negotiations, violates the transparency and ethical standards Erie residents expect and deserve. The fact that the town's chosen advisor previously served as the Chief Operating Officer for Civitas (which merged with SM Energy) creates a massive, inherent conflict of interest. When Erie residents are forced to rely on a consultant who pushes a deal favoring the very company he used to run, it erodes public trust in our local government. For these reasons, I urge the Town Council to fire Matt Owens immediately and halt any further votes on the mineral rights deal until a fully transparent, objective, and competitively bid procurement process can be conducted. Heather Alden 795 Dakota Lane

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Full Name	Heather Brooks MD
City/Town of Residence	Erie
Email	glbglb@hotmail.com
Your Comment	As a physician, and Endocrinologist aware of the impact on Environmental Chemicals have Endocrine Disrupting effects - and contamination of water by fracking -- and Erie Resident concerned for the health / safety of our City of Erie -- I am against the sale of mineral rights and the Draco Drilling Project. SB 24-185 protects the Town's ability to collect royalties and refuse forced pooling. THE BIDDING PROCESS IS QUESTIONABLE - The Town's own contract with Alameda Mineral Advisors required competitive bids from multiple companies with comparative analyses. At the June 2 study session, Council Member Hoback directly challenged the consultant asking how he actually solicited bids — and Owens responded by describing work he performed before he was even hired by the Town. That's not what the contract required. CONFLICT OF INTEREST - The Town hired Alameda Mineral Advisors — a firm led by Owens, a former Civitas executive — to negotiate this deal which is a conflict of interest THE WELL PLUGGING IS NOT A GIFT - The Council is framing the plugging of 17 old wells as a community benefit. Those wells should have been addressed as a condition of safety long ago — not used as a bargaining chip to sweeten a mineral sale. THE FINANCIAL URGENCY ARGUMENT DOESN'T HOLD UP - Mayor Moore has argued Erie's infrastructure needs require this revenue. But reporting by Yellow Scene found Erie's capital reserves and projected revenues appear stronger than his characterization suggested. The financial emergency framing is not supported by the Town's own numbers. THE COMMUNITY ALREADY SAID NO … REPEATEDLY - During the fight against Draco, 418 Erie residents submitted public comments; 271 went on the written record; 41 residents spoke at the 511 hearing. At the April 21 public meeting, residents said no 16 to 5. On June 16, the vote was 3-3 and the deal failed — with O'Connor, Anil Pesaramelli, and Emily Baer voting against, with O'Connor breaking Moore's bloc. Hoback was absent. Now the deal is being brought back with Hoback returning, most probably giving Moore the votes he needs with the undoubted pressure O'Connor has received by going against Moore. Sustainability ranked as the #1 priority in Erie's own community surveys. That community did not vote to sell its mineral rights.

THIS WAS NEGOTIATED IN PRIVATE - This deal was largely negotiated in executive sessions, out of public view. The Council knows where residents stand.

WE KNOW WHO WE'RE DEALING WITH - The council members pushing this deal ran as a slate with Moore in 2025 election. They attended the 511 hearing at Erie Middle School — where 41 of your neighbors stood up and spoke — and not one of them said a word. Yellow Scene reported that the Moore's position was that oil and gas is "just fine" and no further town regulation was needed. Moore worked for Chevron for 12 years so this is no surprise. It is widely believed that O'Connor is only asking for the reconsideration because if the immense pressure he is feeling by opposing Moore.

Civitas/SM Energy has not been a good community partner. They should not get a free pass now just because the name on the door changed.

Prioritze the health and wellness of the city of Erie to keep it one of the best communities to live in!

Respectfully,
Heather Brooks, MD

Meredyth Muth

From: Maxine Hecht <maxine.hecht@gmail.com>
Sent: Friday, June 19, 2026 4:19 PM
To: Council Mail
Subject: reconsider their vote on Ordinance 028-2026:

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Town Council,

I am writing to request that the Council Members reconsider their vote on Ordinance 028-2026: Authorizing the Sale of Minerals.

I understand that Draco is going to happen - with or without this agreement - and it is in the best interests of the Town and its residents to APPROVE THIS DEAL!

Sincerely,
Maxine Hecht

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

Please submit any written comments for the Town Council before **12 p.m. on June 22** for the comments to be provided in the Council materials packet.

Residents can also provide comment in person or online for the meeting. Attend in person at 645 Holbrook Street in Council Chambers (capacity is limited) or participate online at www.erieco.gov/CouncilMeeting.

Full Name	Hether Kimling
City/Town of Residence	Erie
Your Comment	Erie Town Council: First off, thank you to Council Member O'Connor's request for Ordinance No. 028-2026 on the sale of mineral rights to be reconsidered. I also want to thank the rest of the council members for their work, time and attention to this matter. I personally found out about this issue for the first time on Monday, June 15, via a neighborhood private Facebook group post. The post was from a community neighbor, in part, encouraging people to go to Town Hall before the meeting to sway the council to vote "no", if we didn't want our mineral rights to be sold. I have been an Erie citizen since 2012: I moved here with my two young boys (at the time) after a divorce- because I could afford to rent a condo here. Back then, Erie was a lot smaller than it is now, but even back then, there were still debates about oil and gas. I was surprised to realize in the 14 years I've lived here; I didn't know much about selling mineral rights, and why would Erie do that? The social media post made it sound like this was a rushed decision, done in secrecy, laws had been violated, and now the CO State Attorney General was looking into it. I haven't been a big Erie political person, and there have been council members I've agreed with and disagreed with over the years, but I think that was a bit of stretch, implying that the Town Council had engaged in illegal activity. I asked a few questions on it, in the private neighborhood group, and got some "replies" on it, but not real answers that were satisfying in that this vote should be a solid "no." It seemed more like personal feelings, emotions, and political bias, rather than facts. That prompted me to dig deeper. In the week since, I've done my own research, I've asked questions, and read a variety of information from different sources on mineral rights sales, and the situation Erie is faced with by selling mineral rights. After doing my research and educating myself on this, as much as I could in the past week, I think it is only logical and the best scenario for Erie to sell mineral rights as stated in Ordinance No. 028-2026: please vote YES. I don't take this lightly: I genuinely care about Erie. I raised my boys here. They are both Erie Middle and Erie High School graduates. My eldest son, who is 22 now, is considering a career in law enforcement and said he would consider applying at some point in Erie. I'm an elected official with a Metro District for my community in Erie. I started a business in Erie and bought my first home in Erie. My partner is a very successful Boulder County restaurateur and is considering starting a business

in Erie. After my divorce, Erie became my community and where I planted roots, and so did my children. That is a testament to our community. Residents WANT to stay here. Our grown children WANT to stay in Erie and put down their own roots. Businesses WANT to invest in Erie. We have entrusted our council- entrusted all of you- to make sure we can. I would not be taking the time to voice my opinion, if I thought a “YES” vote was bad for Erie.

On the contrary, I believe a “no” vote, will harm Erie and take our town in the wrong direction. What happens when the next generation won’t build roots here? What happens when retired people and people approaching retirement in the next 10-15 years (me) decide to leave? What happens when new businesses do not want to invest in Erie anymore? Erie will not be the town we all know and love today, and choose to live in. A “no” vote ensures there is no funding from the sale of the mineral rights, and there is no oversight or control into the drilling project that is already approved by the State. Council MUST vote “YES.” It’s the only rational vote.

I have always been concerned with the oil and gas drilling near homes and schools but also realize that is a part of the landscape in Colorado. When I was able to purchase my home in 2019, it was because prices were lower in Erie. I now have a home- an asset, that I can pass down to my children, and build generational wealth for the opportunities Erie provides. A “YES” vote ensures there will be funding from this ordinance, to help Erie continue to grow smartly, widen roads (an issue I’ve always thought needed much action on,) and most importantly, allow the drilling that is going to happen anyway, to be done safely and to properly cap and close the wells in a reasonable time.

When the tragedy happened in Firestone in 2017, that affected all of us profoundly. We all knew that could have been any home in this area. Erie has the chance to make sure these wells are closed and capped properly and timely with a “YES” vote. Even if a home doesn’t explode, how safe is our water and soil, if these wells are leaking? How do we know they are leaking? How is leasing the mineral rights going to get these wells capped safely and quickly? I've not seen anything from leasing that this will happen. It's only from the sale, that Erie can demand the wells be capped and closed as soon as possible.

Arapahoe Ridge has had a well leak, and my understanding it has taken years and is still in the process of being cleaned up. How safe is it to plant a garden, or have your kids or pets playing in the grass? How many more wells are leaking, and where is the action on the part of the operators to get these wells closed? People will not move to Erie and invest in Erie if they think their land might not be safe, and the soil is contaminated. Many other residents would move out, and new businesses will not invest if the population of Erie shrinks.

Even if there was no money to speak of from this deal, this would and should be the priority: Keeping Erie families and residents safe. The fact you can get the wells closed and capped safely, is a huge point. The money is just a bonus. I trust with a “YES” vote, the Council will make sure the wells are closed as fast as possible.

With the water issues Erie is facing the money could maybe be used to secure more water, and from a safer source. Without a “YES” vote, Erie is potentially stuck with the water arrangements they have, and if there is no water, there is no people, no business, no growth, and the Town will die. Money from this will give Erie water options, as just one example. Why would we not want to give Erie as many options as possible?

I could write a lot more, but I want to keep this as short as possible, as I know you have many other materials to read. Please consider my opinion and vote “YES” on Ordinance No. 028-2026 Tuesday, June 23, 2026. This ensures that my Town, my boys’ Town, and Our Town, continues to grow in the right direction, and has the funding to do so, despite the drilling that will happen. It’s a chance for Erie to gain a

lot, and work with oil and gas, in turn ensuring residents now, and in the future of a safe, and economically liable community.

Thank you for your time and consideration.

Sincerely,

Heather Kimling

Meredyth Muth

From: Eli <eli.hunt0709@gmail.com>
Sent: Friday, June 19, 2026 10:01 PM
To: Council Mail
Subject: Draco Pad Mineral Rights

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Town Council,

I am a resident of Erie and have grown along side it since I was very young. I understand the town quite well. Beyond just the functions of the town, I understand the needs of the town. This is why I write now, requesting that the Council Members reconsider their vote on Ordinance 028-2026, which authorized the Sale of Minerals on the Draco Pad.

I understand that the mineral rights will be given away regardless of the decision of the council and that it would then be in the best interest of the town to gain much needed profit to fund the commercial future of the town. I ask that during the next town meeting, the vote be changed and the Mineral Rights be sold.

I understand more about the functions of a functional government than most. Please reconsider, your friend and actual citizen of Erie,

-Elijah Hunt

Meredyth Muth

From: Wendy Hunt <rockabette@gmail.com>
Sent: Sunday, June 21, 2026 7:35 PM
To: Council Mail
Subject: Sale of Mineral Rights

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Council Members,

I have reviewed the proposed deal to sell Erie's mineral rights, and I fully support the approval to sell our mineral rights. I do agree that O&G operations in the past need to do better. I am hoping this deal will position the town to secure our rights to cap and mitigate the 17 wells that can be closed. I believe that by not approving this deal, we are waiving our right to access what our community needs. I want to thank many of you who have had conversations on behalf of our community and have sought clarity in this regard.

I think it would be prudent to revisit this deal and secure access for monthly health and safety inspections. I also believe that if we do not seek compensation, we would lose out on the sales tax offset and what that could mean for our town's revenue and prosperity.

Wendy Hunt

I am an Erie resident

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Full Name	Ingrid Julyk
City/Town of Residence	Erie
Your Comment	Dear Mayor and Members of the Erie Town Council, I am writing to urge the Town Council to vote NO on the proposed sale of our municipal mineral rights. As a community, we spent more than two years fighting to hold Civitas (now SM Energy) accountable for the Draco Pad. Our neighborhood's position has not changed: sustainability remains our number one priority, as reflected in Erie's own community surveys. We did not vote to sell our mineral rights, and we do not support this deal. I ask the Council to reject this sale based on four critical points: • We Hold the Leverage Under SB24-185: Under current Colorado law, the Town's mineral rights cannot be force-pooled. If Erie refuses to sell, SM Energy is legally required to drill around us. Selling these rights means permanently surrendering the strongest legal tool we have to protect our neighborhood. • Clear Conflict of Interest: The Town hired Alameda Mineral Advisors to negotiate this deal—a firm led by a former Civitas executive. Paying an industry insider to "represent" the community we fought so hard to protect is a severe conflict of interest. The terms of this sale were effectively designed by the very industry benefiting from them. This is extremely concerning. • Plugging Old Wells is an Obligation, Not a Bargaining Chip: The framing of plugging 17 old wells as a "benefit" or a gift to the town is misleading. Remediating these old wells is a matter of basic public safety that should have been addressed long ago—it should not be used as a bargaining chip to justify a massive new sale. Negotiating a deal of this magnitude largely in private executive sessions undermines public trust. Erie residents have shown up consistently—including the 418 residents who submitted comments during the 2A period and the 271 who went on the official public record. We are asking you to represent our health, safety, and long-term sustainability. Please vote NO on the sale of Erie's municipal mineral rights. Sincerely, Ingrid Julyk Sundance Circle

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Full Name	Jacob Beckner
City/Town of Residence	Erie
Email	jmbeckner@gmail.com
Your Comment	Hi Town Council, I find this re-vote to be completely unprofessional and a waste of city resources. You already voted on this and it was a no vote. The citizens of Erie have showed up in force expressing that we do not want to sell our mineral rights. Please continue to listen to the residents and vote no on selling our mineral rights. Thanks, Jake

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Full Name	Jacob Beckner
City/Town of Residence	Erie
Email	jmbeckner@gmail.com
Your Comment	Additionally - doubling down on this vote while under investigation by the attorney general is a suspicious and concerning choice. I hope you choose wisely and take into consideration the liability this may expose you to if you choose to vote yes. Please vote no on selling our mineral rights.

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Full Name	JAMES D BRIARS
City/Town of Residence	Erie
Email	jbriars@gmail.com
Your Comment	I am opposed to the sale of Erie's mineral rights. The citizens have not had sufficient time to review and understand the details and ramifications of the agreement to sell their minerals. I believe this is being rushed through due to pressures imposed by SM Energy and Extraction Oil and Gas. This is an example of powerful corporations attempting to manipulate our town through financial incentives that have marginal long term benefits. Although this seems enticing the town will continue to prosper without the sale of their mineral rights. The idea that resources should be exploited as quickly as possible leaving nothing for future generations is a bankrupt philosophy. I do appreciate the efforts of the Council and the hard work put in even though I disagree with the proposed sale. I hope those on both sides of this and the many issues facing Erie come to understand that we all want the best for Erie. Kind Regards, James Briars

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Full Name	Janet Brown
City/Town of Residence	Erie
Email	janetmbrown25@gmail.com
Your Comment	to Council, townclerk, mmuth, Town Clerk, I respectfully request that this email be shared with the town attorney as I was unable to locate any contact information on the website. What has changed since last Tuesday? Rumors that Council Member O'Connor may have changed his mind. A social media posting by Matt Owens regarding the decision to deny the sale of mineral rights by the council last week. What has not changed: The Attorney General is investigating the failure to follow protocol with the hiring of the consultant. Drilling has not begun and is unlikely to begin for months. The deal that was on the table last week, which presented as some kind of mandatory decision last week or the deal could never happen, is back on the table. Council has made no efforts to further explain the benefits of selling mineral rights or the false deadline of 6/16 (now 6/23). If there is a deal today, there is a deal tomorrow. No cost analysis has been performed, or if it has been performed has not been shared with the residents. There were more than 20 resident and interested party speakers last week and only two were not opposed to selling the mineral rights. My opposition to what appears to be the HASTY sale of mineral rights to SM without proper understanding by the public. It's not that we are not intelligent enough to understand; it's that the information is not complete and transparent. Council has not had the opportunity to protect the open spaces, which has been noted as an oversight. Many of the residents, myself included, believe that the council is acting behind the scenes, not being fully transparent and continuing with an agenda of their own making without considering the concerns of residents. If this decision can be reconsidered, I would like the council to consider other decisions which had numerous speakers and observers at council meetings, including, but not limited to: The Flag Policy Approval of the Red Tail Ranch Project Firing of the Town Manager Removal of the sprinkler requirements on new builds (when that savings is not

going to be passed on to the buyer, but will remain in the pockets of the developers).
Failure to take action to limit the traffic and/or financial concerns at the airport.

The social media post by Mr. Owens was in poor taste. It was unprofessional and condescending towards the residents and the council. I'm curious if it was a violation of the information shared in Executive Sessions. In any case, he has lost credibility with residents. I believe this is grounds for termination of the contract with him and his company.

I request that the council place this vote on hold until we have a better understanding of the actual terms of the agreement and a fair presentation of the short term and long term costs (financial, environmental and other) to the town. Any decision now is potentially compromised by actions taken by the AGO given that at least two members stated publicly that protocol was not followed. We have not been given an understanding of how that could impact the deal moving forward.

I also request that the contract with Mr. Owens, his company and any of his representatives be terminated immediately.

Sincerely,

Janet M. Brown
District 1
Erie, CO 80516

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Full Name	Jeanette Hamilton
City/Town of Residence	Erie
Your Comment	I am in favor of signing this agreement for the following reasons: 1) Safety a) The agreement stipulates that 17 additional wells would be plugged and abandoned. The estimated cost of this averages about $255k per well, wish would be paid for by SM Energy. The agreement states that this would commence during the next five years. b) Erie would be able conduct inspections at the well-head site. We are currently unable to do this given the well head is in unincorporated Weld County. 2) Property. The agreement stipulates that Erie would receive 3 parcels of land totaling 150 acres. Two of these properties could be used for commercial and retail development. Some of this property could be used to build additional public works facilities and other amenities for our community. 3) Revenue a) $4.5 million payout for the minerals b) 3% of revenues generated by sale of minerals. This is estimated to be about $24 million over the life of this project. c) Sales tax that could be generated from additional retail and commercial development on the land transfer.

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Full Name	Jennifer Hanan
City/Town of Residence	Erie
Email	louisvillejenn@gmail.com
Your Comment	Dear Brian, We have been following this closely. I'm an HOA board member. Currently the President, serving my third term. We were so inspired to see that you decided to put the brakes on selling our mineral rights until we can have a process that people feel is fair. I hope you will reconsider voting for this. I have heard so much opposition to how this is being handled and I think it will divide our community for a long time if it moves forward in this manner. Best wishes, Jennifer Hanan

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Full Name	Jill Goodwin-Helgerson
City/Town of Residence	Erie
Email	jillsgoodwin@yahoo.com
Your Comment	Please don't allow a company and a consultant, who bully residents of Erie in the public sphere to force you into this agreement. Matthew Owens wrote a one-side article on LinkedIn stating he wanted his allies to force Brian O'Connor to reopen this for a vote. And then while stating he was open to dialogue due to his concerns for Erie residents, blocked any of us who dared ask questions. In my case, my comment asking him to speak to the community on Facebook where the citizens with questions were prompted several comments, and ended with Owens asking me to message him with any concerns. I was then promptly blocked and yet he left my comment for his allies to attack me in the public sphere where I have no ability to protect myself. This is not okay behavior. What he said publicly about Erie and Brian are not okay behavior. Is this really who you want to be in business with? And, because I owned my mineral rights, I know you have options for Draco. I can point you in the direction of a lawyer you can work with that can help you negotiate the best possible lease that will gain you money, and keep your rights for future projects. While I believe selling is shortsighted, if that is your choice, please hear me that there are so many other opportunities on the table. You have all of the power. Not Matthew Owens. He needs you more than you need him.

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Full Name	Jill Mitchell
City/Town of Residence	Erie
Your Comment	Dear Mayor and Members of the Erie Town Council, I live in Erie, and I am writing to urge the Town Council to vote NO on the proposed sale of our municipal mineral rights. This push for a sudden repeat vote after you heard the concerns of a vast majority of your town constituents is more than suspect. The conflict of interest in the negotiation of this deal and the lack of attention to constituents' concerns in opposition to this deal is more than apparent. I request that the council honor the the voices of the vast majority of your constituents as represented at last week's meeting and vote NO on the proposed sale. I am strongly opposed to giving any additional leverage to oil and gas drilling under our neighborhoods. The deal as represented appears to offer some limited benefits to the town, but not enough to begin to compensate for the potential damage. This is a town that many of us have come to raise our children. The negotiated deal and sale of the towns mineral rights, sets a very dangerous precedent and does not come close to compensating or establishing the protections necessary to ameliorate or protect the immediate and long-term health and welfare of our community, and especially our children. Please vote NO on the sale of Erie's municipal mineral rights. Sincerely, Jill Mitchell

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Full Name	Jon Munro
City/Town of Residence	Erie
Email	munrojkm@gmail.com
Your Comment	I support selling the town's mineral rights.

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Full Name	Jonathan Gallagher
City/Town of Residence	Erie
Email	jgallagher@smokerfriendly.com
Your Comment	Please vote yes. The site will be drilled regardless of Erie's decision, and the town will be significantly better off by agreeing to the deal.

Meredyth Muth

From: Nicole Jordan <n.jordan1983@gmail.com>
Sent: Friday, June 19, 2026 4:10 PM
To: Council Mail
Subject: Draco

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Town Council,

I am writing to request that the Council Members reconsider their vote on Ordinance 028-2026: Authorizing the Sale of Minerals.

I understand that Draco is going to happen - with or without this agreement - and it is in the best interests of the Town and its residents to APPROVE THIS DEAL!

Sincerely,

Nicole Jordan, representing my vested interest in Erie.

Meredyth Muth

From: Josh <joshhunt75@gmail.com>
Sent: Friday, June 19, 2026 10:16 PM
To: Council Mail
Subject: Sale of Town's Minerals

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Town Council,

I am writing to respectfully request that the Council reconsider its vote on Ordinance 028-2026, Authorizing the Sale of Minerals.

While I understand that the Draco project is expected to move forward regardless of this agreement, I believe approving this deal is in the best interest of the Town and its residents. This agreement provides an opportunity for the Town to secure benefits and maintain a stronger position as the project moves ahead.

For these reasons, I encourage the Council to revisit its decision and approve the agreement.

Thank you for your time and consideration.

Sincerely,

Josh

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Full Name	Julie Hicks
City/Town of Residence	Erie
Your Comment	Dear Town of Erie Officials, I am writing to strongly oppose the sale of the Town's mineral rights and any action that would facilitate the Draco drilling project moving forward beneath or near residential neighborhoods. As a resident and stakeholder in our community, I am deeply concerned about the potential impacts that expanded oil and gas development could have on the health, safety, and quality of life of Erie residents. Drilling operations in close proximity to neighborhoods raise legitimate concerns regarding air quality, noise, traffic, emissions, and other environmental and public health risks. Families should not have to worry about industrial drilling activity occurring beneath or adjacent to the communities where they live, work, and raise their children. I am also concerned about the potential effect on residential property values. Many homeowners have made significant investments in Erie because of its strong neighborhoods, schools, and quality of life. Allowing additional drilling activity associated with the Draco project could negatively affect home values and marketability, creating long-term consequences for residents while providing limited benefits to the community. Selling the Town's mineral rights would remove an important tool for local control and could make it more difficult to influence future development decisions. Once these rights are sold, the Town may lose leverage to protect residents from projects that are inconsistent with community priorities and expectations. I urge the Town Board to reject the sale of the mineral rights and take all available measures to prevent the Draco drilling project from advancing under or near residential neighborhoods. The health, safety, property values, and overall well-being of Erie residents should remain the highest priority. Please include my comments in the public record as opposition to both the sale of the Town's mineral rights and the advancement of the Draco drilling project. Thank you for your consideration.

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Full Name	Julie Sparks
City/Town of Residence	Erie
Email	julie.sparks@gmail.com
Your Comment	I strongly oppose the sale of Erie's municipal mineral rights for the SM Energy/Civitas Draco pad. A decision of this size, involving public assets and millions of dollars, should be handled with full transparency, public accountability, and a competitive process. Residents deserve to know every option has been carefully evaluated and that public health, environmental safety, and long-term community impacts are being prioritized over a one-time payout. Oil and gas development near residential areas raises serious concerns about air quality, water safety, public health, noise, traffic, and property values. Please do not reconsider or revive this sale. Erie should retain its municipal mineral rights and use every available tool to protect residents, the environment, and the long-term future of our town. I did not purchase property in Erie for my family only to allow the land under our feet to be drilled and contaminated, and the health and wellbeing of my children to be put at risk with drilling under our home and their school. As councilmembers whose job is to represent the interests of the residents of Erie, you should be protecting the land we live on, not allowing corporate oil and gas interests to rape our natural resources and sell them overseas for their own profit.

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

Please submit any written comments for the Town Council before **12 p.m. on June 22** for the comments to be provided in the Council materials packet.

Residents can also provide comment in person or online for the meeting. Attend in person at 645 Holbrook Street in Council Chambers (capacity is limited) or participate online at www.erieco.gov/CouncilMeeting.

Full Name	Justin Allen
City/Town of Residence	Erie
Your Comment	Please do not sell the towns mineral rights, there is no good that will come of a corporation being able to drill for oil and gas in the town.

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Full Name	Justin Hunt
City/Town of Residence	Erie
Your Comment	Subject: Please Vote YES on the Draco Project Proposal Dear Erie Town Council Members, I'm a longtime Erie resident writing to urge you to vote YES on the Draco project agreement. This deal brings real, tangible benefits to our town: valuable land worth around $13.6 million, $4.5 million in cash upfront, a share of future revenues, and strong monitoring and oversight during drilling. It also gets 17 more old wells plugged and abandoned much faster than they otherwise would be. Since the drilling looks like it's moving forward either way, it makes sense to secure the best possible package for Erie—more land, more money, and more control—rather than walking away with less. I appreciate the tough decisions you have to make, but I believe this is a smart, practical move for our community. Thank you for your service and for considering my input. Best regards, Justin Hunt Erie Resident

Meredyth Muth

From: Janice Schlickman <janice.schlickman@gmail.com>
Sent: Monday, June 22, 2026 6:54 AM
To: Council Mail
Subject: Please!

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

For all the facts that have been stated ad nauseum, I am opposed to the sale of mineral rights to SM at this time ,

As public servants, you must oppose it, too.

Hear the majority of your constituents. Attend to the facts. Vote with your conscience and brain.

Please vote no.

Enough is enough.

Let's move on together from this.

Sincerely,

Janice Kravitz-Schlickman

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Residents can also provide comment in person or online for the meeting. Attend in person at 645 Holbrook Street in Council Chambers (capacity is limited) or participate online at www.erieco.gov/CouncilMeeting.

Full Name	Krishnamurthy Sriramesh
City/Town of Residence	Erie
Email	Ksriramesh@yahoo.com
Your Comment	Dear Mayor and Members of the Erie Town Council, I am writing to urge the Town Council to vote NO on the proposed sale of our municipal mineral rights. As a community, we spent more than two years fighting to hold Civitas (now SM Energy) accountable for the Draco Pad. Our neighborhood's position has not changed: sustainability remains our number one priority, as reflected in Erie's own community surveys. We did not vote to sell our mineral rights, and we do not support this deal. I ask the Council to reject this sale based on four critical points: 1. We Hold the Leverage Under SB24-185: Under current Colorado law, the Town's mineral rights cannot be force-pooled. If Erie refuses to sell, SM Energy is legally required to drill around us. Selling these rights means permanently surrendering the strongest legal tool we have to protect our neighborhood. 2. Clear Conflict of Interest: The Town hired Alameda Mineral Advisors to negotiate this deal—a firm led by a former Civitas executive. Paying an industry insider to "represent" the community we fought so hard to protect is a severe conflict of interest. The terms of this sale were effectively designed by the very industry benefiting from them. This is extremely concerning. 3. Plugging Old Wells is an Obligation, Not a Bargaining Chip: The framing of plugging 17 old wells as a "benefit" or a gift to the town is misleading. Remediating these old wells is a matter of basic public safety that should have been addressed long ago—it should not be used as a bargaining chip to justify a massive new sale. Negotiating a deal of this magnitude largely in private executive sessions undermines public trust. Erie residents have shown up consistently—including the 418 residents who submitted comments during the 2A period and the 271 who went on the official public record. We are asking you to represent our health, safety, and long-term sustainability. Please vote NO on the sale of Erie's municipal mineral rights.

Sincerely,

Dr. Krishnamurthy Sriramesh

Meredyth Muth

From: Larisza Krista <larisza.krista@gmail.com>
Sent: Monday, June 22, 2026 1:05 AM
To: Council Mail
Subject: Mineral rights sale - letter from the residents

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mayor and Members of the Erie Town Council,

I am writing to urge the Town Council to vote NO on the proposed sale of Erie's municipal mineral rights. **This letter is submitted on behalf of myself and the 227 Erie residents listed below, all of whom oppose this sale.**

Last week the Council heard testimony from residents who have invested their lives in this community. The Council listened, and the sale failed on a 3–3 vote. We also know that the absent council member (Mr. Hoback) was against the sale. The outcome reflected the will of the people who showed up, who submitted comments, and who have been engaged on this issue for more than two years. One week later, the vote has been resurrected. We have been given 1 business day notice that a re-vote will take place. Our residents had barely drawn a breath of relief and now we have 1 business day to resubmit comments, prepare testimony, and restate a position this Council heard clearly seven days ago.

I ask the Council to reject this sale based on the following critical points:

1. **Erie's Mineral Rights Are Not Symbolic—They Are the Town's Strongest Tool.** Under SB24-185, signed by Governor Polis on May 22, 2024, Erie's unleased mineral interests cannot be force-pooled. If Erie refuses to sell, SM Energy is legally required to avoid the Town's unleased mineral interests. The Town's own presentation to Council on June 2, 2026 confirmed this in plain language: "The unleased portions MUST be avoided unless leased or voluntarily pooled." This is the Town's own legal assessment, presented to you by Town staff. Selling these rights means permanently surrendering the strongest legal tool Erie has to protect its residents from drilling beneath their homes. The claim that "drilling will happen regardless" is misleading. The Town's minerals sit directly in the path of a significant number of planned laterals. Without these mineral rights, SM Energy cannot drill through those zones.

2. **The Deal's Value Has Been Significantly Overstated.** The headline figure of $465 million includes speculative future property and sales tax revenues from undeveloped land—projections that depend on decades of assumptions, not contractual commitments from SM Energy. The Mayor publicly acknowledged that the immediately quantifiable value is closer to $44 million. Other Town estimates put it at $17 million over 20 years. Meanwhile, the alternative—retaining the mineral rights—preserves Erie's royalty interests and, critically, preserves the Town's legal authority to prevent drilling through its mineral zones. That authority has value that cannot be reduced to a dollar figure, because it protects residents' health, safety, and property values on an ongoing basis.

3. **Clear and Documented Conflict of Interest.** The Town retained Alameda Mineral Advisors to negotiate this deal—a firm led by a former Civitas executive. Paying an industry insider to "represent" the very community that fought Civitas for two years is a severe conflict of interest. The terms of this transaction were effectively shaped by the industry that benefits from them. Furthermore, Alameda's fee is contingent on the deal closing. Their CEO is not a neutral advisor—he does not get paid unless this sale is approved. Following the June 16 vote, the Alameda CEO publicly stated on LinkedIn that he lobbied for a re-vote. That post was subsequently edited. Many Erie residents read the original statement and can attest to its contents. When the person brokering a deal has a direct financial stake in the outcome and is actively lobbying elected officials after a failed vote, residents are entitled to question whose interests are being served.

4. **Plugging Legacy Wells Is a Safety Obligation, Not a Bargaining Chip.** The framing of plugging 17 old wells as a "benefit" or a gift to the Town is misleading. Remediating aging and orphaned wells is a matter of basic public safety that should have been addressed long ago. It is an industry obligation—not a concession that justifies a massive new mineral rights sale.

5. **The Process Has Undermined Public Trust.** Negotiating a deal of this magnitude largely in private executive sessions, retaining consultants with undisclosed industry ties, and rushing a re-vote within seven days of a failed motion—all of this erodes the public's confidence that this process is being conducted in their interest.

6. **Erie Is Thriving Without This Deal.** Our Town is thriving. Our property values have sky-rocketed. Downtown Erie has become a destination. Our school, the new restaurants, and businesses have transformed this town—all without oil and gas involvement. Erie is attractive to young professional families precisely because of what it is today. This deal puts that identity and that growth trajectory at risk. Residents have told this Council they will consider leaving if drilling proceeds under their homes. The economic damage from declining property values and departing families could far exceed whatever speculative benefits this transaction promises.

The community has spoken clearly and consistently. 418 Erie residents submitted comments during the 2A period. 271 went on the official public record. The June 16 meeting filled the council chamber. Hundreds of residents have expressed opposition on social media, a letter have been filed with the Attorney General. **This letter alone carries the names of 227 residents who are asking you to vote NO.** This level of sustained community engagement is extraordinary for a town of Erie's size, and it points in one direction.

We are not asking for anything unreasonable. We are asking our elected officials to listen to the residents they represent, to protect the legal leverage the State of Colorado gave this Town, and to reject a deal that primarily benefits the operator and its paid intermediary. A NO vote is not a rejection of economic opportunity. It is a decision to protect the Town's most valuable assets—its families. Please vote NO on the sale of Erie's municipal mineral rights.

Sincerely,

Dr. Larisza Krista
Erie resident

Co-signed by the following Erie residents:

Nate Brinza
Amanda Loosemore

Justin Brooks
Meredith Canode
Sarah Hamilton
Sait Oskay
Carly Kramer
Andrea Lewis
Sulaiman West Sayyid
Laura Oakley
Samantha Boldt
Crystal George
Chelsea Campbell
Irina Kadhim
Kairos Joie
Craig Fiasco
Aaron Wood
Suzzette Kraus
Christina Pisano
Sharleen Bakeman
Wanluck Amornvivat
Lauren Bleu
Tracy Durland
Lisa Rupert Grotstein
David Whitten
Amber Bailey Paterno
Tricia Burns
Kimberly Hardwicke
Heather Alden
Paco Tam
Dawn Whalen
Veronica Drew
Steve Nelson
Shana Kongmun
Sherri Murphy Karstetter
Lindsay Wright Ward
Selena Maranjian
Erin Krownapple
Nancy McIntosh
Kate A Trifiletti
Kaitlyn Jones
Amy Atwood-Wherry
James Keller
Eric Lillard
Kaycee Headrick
Cathy Jarnagin
Maria Hughes
Sara Amodio
Laura Brecht
Kierstin Matzke Stock
Christopher Oliveri
Andrea Walton Livesay
Keara Roethke

Kelly McKee
Erin Jeffries
Kendra Seymour
Dan Irlbeck
Leslie Hilbert
Lisa Powell Lowrey
Annie Wirth
DeWayne Drummond
Tiffany Lawrence
Linda Hall
David Hamilton
Colleen Miller
Patti Hochgesang
Lauren Breck Evertz
Annette Oakley
Pete Luke
Jean Lewis
Shavonne Blades
Tresa Tuttle Lewis
Leigha Burns
Jenni O'Neil Frank
Kristin Dolezal
Aaron McClelland
Jason Staple
John Farris
Bee Jenkins
Steven MacDougall
Holly Rohloff Strate
Jennifer Morrison
Sheryl French Radetsky
Patti Hallock
Stacy Fritz Vearil
Brad Jerome
Sandra Tobin
Guilherme Paes
Tim Fries
Nancy Bradfield
Kinloch Dunlap IV
Kristy Mitchell
Debra Mccloskey
Peter Jaumann
Sara Singleton
Jordan Neumeyer
John McAllister
Melanie Reece
Becky Sibley Lesser
Sarah Cox
Michelle Schultz
Sunshine Phillips
Stephanie Spofford Vogel
Austin Cito

Ann Cohrs
Tara Forster
Sharon Scott
Kim Molinelli
Cheryl Mills
Alyssa McLean
David Ciplet
Christopher Clack
Ashley Denault
Jeff Palenik
Becca Sher
Jorge Palma
Katie Fennel
Allison Scott
Meghan Prince
Gabrielle Wiersma
Tiffany Harriger
Chad Fraser Taylor
Taryn Wood
Dave Mason
Leslie Steinbeck Blanchet
Marie Williams
Jacinta Yeung
Shannon Smith Dye
Nicole Stoltenberg
Tiia Norsym
Laura Snyder
Nikki Barnes
Reno Smith
Stefani Sarvadi
Zac Giammarrusco
Michele Lee
Hannah Prismon
Kristie Fitser Hamilton
Don Poole
Christina Melcher Bolton
Ingrid Julyk
Satish Iyer
Nickie Osetek Freeburg
Kristine Molinary
Sucheta Mujumdar
April Johnson Archer
Heather Brooks
CharLee Racine
Ryan Murphy
Sean Kelly
Andrea Adelman
Michelle Hardman
Doug Wood
Amanda Jade
Reina Carlita

Jason Smith
Alessandra Lior
Julie Sparks
Janet Epresi
Krishnamurthy Sriramesh
Rajbir Athwal
Meg Innes Duckwall
Ashlane Hale
Amy Giammarrusco
Sonia Sirota Dobinsky
Angela Passalacqua-Rauscher
Charli Fant
Sarah Blake
Mary Rose Donahue
Melissa Von Essen
Dana Laursen
Steven Bradley
Jerome Stanislaus
Jill Mitchell
Austin Logan
Shannon Beckner
Sacha Rosen McClymont
Corinna Hammersley
Katherine Olliff
Julie Hicks
Nancy Beck
John Beck
Zech Dike
Elisa Hurwitz
Karen Heidorn
Jo-Ann Marques
Terry Cardonell Houchin
Vanessa Roberts
Nita Mehta-Chettiar
Daneen Angwin
Nimita-Raj Raulji
Kari Kupfner
Molly Beck
Carol Leitch Fries
Cynthia Fraser Taylor
Stephanie Shepherd
Rick Christie
Parker Sullivan
Dinesh Periyasamy
Jodi Berry
Kartik Cherukumudi
Siera Sky
Caleb Adams
John Krownapple
Tom Amodio
Mike Fargo

Tristen Fargo
Jason Campbell
Tim Dolezal
Meghan Anderson Schneider
Andrew David Schneider
Wendy Nelson
Charles Mitchell
Kristyn Mitchell
Gardenia Willoughby
Keri Beard
Jim Oakley
Stefanie Esposito
Sam Esposito
Rebeccah Doherty
Mark Doherty
Lior Spitzer
Sara Andrews
Anne Sparkman
Yoav Daube
Deborah Cameron
Jeff Cameron

Meredyth Muth

From: Rick Krucher <rkrucher@outlook.com>
Sent: Friday, June 19, 2026 3:19 PM
To: Council Mail
Subject: Mineral Rights Agreement

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Council Members,

I now understand the proposed deal to sell Erie's mineral rights, and I support a motion to reconsider the Vote on the Agreement when the full Council is in session on June 23, 2026.

I urge you to Vote YES on the Agreement.

Thank you.

Richard Krucher

1292 Gypsum Way

Erie, CO 80516

Meredyth Muth

From: Heidi Landry <heidi.landry@gmail.com>
Sent: Friday, June 19, 2026 3:04 PM
To: Council Mail
Subject: Erie mineral rights

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Council Members,
I have reviewed the proposed deal to sell Erie's mineral rights and I support a motion to reconsider the Vote on the Agreement when the full Council is in session on June 23, 2026. I urge you to Vote YES on the Agreement.

Heidi Landry

821 Limestone Dr

District 1 Resident

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Residents can also provide comment in person or online for the meeting. Attend in person at 645 Holbrook Street in Council Chambers (capacity is limited) or participate online at www.erieco.gov/CouncilMeeting.

Full Name	Larisza Krista
City/Town of Residence	Erie
Email	larisza.krista@gmail.com
Your Comment	Dear Mayor and Members of the Erie Town Council, I am writing to urge the Town Council to vote NO on the proposed sale of our municipal mineral rights. Again. As a community, we spent more than two years fighting to hold Civitas (now SM Energy) accountable for the Draco Pad. Our neighborhood's position has not changed: sustainability remains our number one priority, as reflected in Erie's own community surveys. We did not vote to sell our mineral rights, and we do not support this deal. I ask the Council to reject this sale based on four critical points: • We Hold the Leverage Under SB24-185: Under current Colorado law, the Town's mineral rights cannot be force-pooled. If Erie refuses to sell, SM Energy is legally required to drill around us. Selling these rights means permanently surrendering the strongest legal tool we have to protect our neighborhood. • Clear Conflict of Interest: The Town hired Alameda Mineral Advisors to negotiate this deal—a firm led by a former Civitas executive. Paying an industry insider to "represent" the community we fought so hard to protect is a severe conflict of interest. The terms of this sale were effectively designed by the very industry benefiting from them. This is extremely concerning. • Plugging Old Wells is an Obligation, Not a Bargaining Chip: The framing of plugging 17 old wells as a "benefit" or a gift to the town is misleading. Remediating these old wells is a matter of basic public safety that should have been addressed long ago—it should not be used as a bargaining chip to justify a massive new sale. Negotiating a deal of this magnitude largely in private executive sessions undermines public trust. Erie residents have shown up consistently—including the 418 residents who submitted comments during the 2A period and the 271 who went on the official public record. We are asking you to represent our health, safety, and long-term sustainability. Please vote NO on the sale of Erie's municipal mineral rights. Sincerely, Larisza Krista

Meredyth Muth

From: Denette@laufmanns.com
Sent: Saturday, June 20, 2026 7:01 AM
To: Council Mail
Subject: The Erie Mineral Rights Vote

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Council Members,

I have reviewed the proposed deal to sell Erie's mineral rights and I support a motion to reconsider the Vote on the Agreement when the full Council is in session on June 23, 2026. This agreement is clearly in the best interest of Erie, and I urge you to Vote YES on the Agreement.

Denette Laufmann

District 1 Resident

Sent from my iPhone

Meredyth Muth

From: Particia Leef <patricialeef2@gmail.com>
Sent: Monday, June 22, 2026 9:24 AM
To: Council Mail
Subject: Draco vote

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

All,
I support this agreement.

Meredyth Muth

From: Paul Leef <paul.leef.aia@gmail.com>
Sent: Monday, June 22, 2026 8:09 AM
To: Council Mail
Subject: Draco Vote
Attachments: Logo (2).jpg; Logo (2).jpg

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Town Mayor and Councilors,

I am an environmentalist, *and* I support the agreement with Draco. As a LEED (Leadership in Energy and Environmental Design) Accredited Professional, I am disappointed that the State regulators approved this project.

However, we lost that fight, and now we need to make the best of it. With our declining capital funds, a vote against this agreement is now a vote *against bike paths, recreation centers, parks and affordable housing*.

Yes, this is a hard choice, but I urge you to faithfully represent what is best for our community and **vote in support of this agreement**.

Paul M. Leef, AIA, LEED™ AP
Principal
LEEF Consulting Group

paul.leef.aia@gmail.com
303.885.8352

Meredyth Muth

From: markliebetrau@comcast.net
Sent: Monday, June 22, 2026 12:11 PM
To: Council Mail
Subject: Draco

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Council Members,

I have reviewed the proposed deal to sell Erie's mineral rights and I support a motion to reconsider the Vote on the Agreement when the full Council is in session on June 23, 2026. I urge you to Vote YES on the Agreement.

Mark Liebetrau
2333 Block Court
Erie, CO 80516

Meredyth Muth

From: christopher lyons <lyonspride85@gmail.com>
Sent: Friday, June 19, 2026 2:51 PM
To: Council Mail
Subject: Please Reconsider Ordinance 028-2026: Authorizing the Sale of Minerals

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Town Council,

I am writing to request that the Council Members reconsider their vote on Ordinance 028-2026: Authorizing the Sale of Minerals.

I understand that Draco is going to happen - with or without this agreement - and it is in the best interests of the Town and its residents to APPROVE THIS DEAL!

Sincerely,

Christopher Lyons
Sent from my iPhone

Meredyth Muth

From: Dan Maloit <fdmaloit@gmail.com>
Sent: Friday, June 19, 2026 3:25 PM
To: Council Mail
Subject: Regarding the Mineral Rights Vote

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Council,

I appreciate your time reading this, despite an initial vote already having occurred. I felt no need to send a message sooner, as a yes vote appeared to be the obvious choice to any rational person.

The council should reconsider its position on the mineral rights negotiation. The Draco Pad is happening regardless of whether Erie receives compensation or oversight. Arguing against Draco has become a social event for a vocal and violent minority in this town. This does not mean that their views should hold the town hostage.

For the council to abandon a long series of negotiations is foolish. There is nothing intelligent about cutting one's own nose to spite their face, as the council has done here.

Gaining access for oversight, new property for the town, and a source of significant funding for the foreseeable future to appease a few activists who seem to wallow in their own misery is foolhardy.

If there is an opportunity for the council to revisit the agreement regarding mineral rights, it should do so.

Given the threat I have previously received from a supporter of Councilmen Hoback, Baer, and Pesaremelli, I would appreciate those councilmen exercise discretion before choosing to screenshot this email and share it with their friends, despite the obvious fact they should not be doing so without a CORA request.

Regards,

Dan Maloit

Meredyth Muth

From: tmfselena@aol.com
Sent: Monday, June 22, 2026 11:04 AM
To: Council Mail
Subject: environmental disaster possibility

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Council --

I have written to you before, expressing my wish that you reject the deal with SM Energy.

I have offered lots of reasons before. Here's a new one:

The company does not have a good safety record:

Visit this page:

goodjobsfirst.org

It took a while to load for me, so maybe be patient.

You'll see more than 120 violations.

As the company drills under our homes and reservoirs, what are the chances they'll commit more violations? Far from nothing, I'd think.

Look at their total penalties: $11 million -- an average of about $88,000 per violation. That's nothing to the company. So they're not exactly motivated to be safe.

Cleaning up big messes, which are certainly possible, is costly. Who will pay? We will, if we suffer contaminated groundwater or air. Will the company fix things? Quickly? Completely? Will it declare bankruptcy and move on to other deals?

We will not forget who approved this deal.

Please don't roll the dice with our health and home values and community finances.

Just because Erie hasn't had a financial disaster yet does not mean it won't happen -- and it's your job to protect Erie.

Thank you for your consideration,

Selena Maranjian, Erie voter

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Full Name	Mark Bakeman
City/Town of Residence	ERIE
Email	markbakeman@gmail.com
Your Comment	There was nothing objective about the Town discussion of mineral rights. As time goes on, we find more and more about what was done in back rooms by a few of the council members, who worked on a deal with a shady consultant and then presented it to us (the people). What was presented was only part of the story and nothing was said of the downside of this deal. This lack of transparency is consistent with other Town issues that pop up: the church site "swap," water issues, airport redevelopment, etc. Town Council: don't wrap things up in a bow and then present to us and expect us to rejoice. We are not dunderheads and can participate on issues from the beginning of the discussion. We don't want your presents; we want to be heard and to be part of the process. Feeding us information at the last minute and voting in executive session excludes our voices. For these reasons, I do not support selling Erie mineral rights.

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Residents can also provide comment in person or online for the meeting. Attend in person at 645 Holbrook Street in Council Chambers (capacity is limited) or participate online at www.erieco.gov/CouncilMeeting.

Full Name	Matthew Ott
City/Town of Residence	Erie
Email	matt.ott3@gmail.com
Your Comment	To the Erie Town Council, My name is Matt Ott. I am a recently retired oil and gas executive, and I live here in Erie with my wife and two children. I mention my employment status in order to calm any fears that I may somehow gain from my opinions here. I am no longer involved in the oil and gas industry, and despite spending most of my career in Colorado, I have never worked for a company that had oil and gas operations in Colorado. I personally seek to gain nothing from the Draco pad development and/or what the Town decides to do with its unleased mineral interests in the Draco drilling spacing unit (“DSU”) (the “Minerals”). I have no affiliation with SM Energy or any of the parties involved. I do not hold or seek to hold any political office, etc., etc. I went to college and played baseball with Matt Owens, the principal of the Town’s consultant Alameda Mineral Advisors. We have not seen or spoken to one another since we graduated in 2008. Up to now, I have been following the Draco pad and the Minerals in the project from the sidelines, but after last week's vote on selling the Minerals, I felt I could no longer stay quiet. I have extensive knowledge of the oil and gas industry, and I have nothing to gain or lose based on the outcome (besides what any other Town of Erie resident would gain or lose) so, hopefully the Council will take my opinions here for what they are - the unbiased opinions of an industry expert, but also a Town of Erie resident. My family and I live in the Rex Ranch at Flatirons Meadows neighborhood which will be smack dab in the center of the new Draco pad drilling project. I graduated from the Colorado School of Mines in 2008 with a Bachelor of Science degree in Petroleum Engineering. After college, I went to work for an oil and gas operator based out of Carpinteria, California between Ventura and Santa Barbara. That company had oil and gas wells on offshore platforms in the Santa Barbara channel, as well as onshore assets on the beach in Ventura, and in downtown Beverly Hills which shared a wall with Beverly Hills High School. I was responsible for engineering well work to drill and complete new wells as well as to work on wells once they were on production in some of the most environmentally sensitive, regulated, and politically heated conditions in the United States. After that, I went to work for an operator based out of Denver with oil and gas operations in North Dakota. I spent more than 9 years at that company. When we sold the company a couple months ago, I was the President, which meant I had my hand in every aspect of the company. From operations (engineering the drilling, completions, and workovers of wells, surface facilities, pipelines, etc.), to Land (leasing and buy outs of Mineral Interests, pooling of the same, surface and mineral landowner relations), to reservoir engineering (economics of the oil and gas in our leased and/or owned

mineral interests), to acquisitions and divestitures (buying and selling of companies and assets amongst other oil companies). We drilled and fracture stimulated horizontal wells very similarly to what SM Energy is proposing to do from the Draco pad. I am very aware of the risks associated with drilling and fracture stimulating horizontal wells.

I am not very active on social media, but I have been on it enough over the last several months to understand that the Town is very passionate and divided about the Draco pad development and now, more specifically, what to do with the Minerals. I can empathize with our community when it comes to oil and gas development in our neighborhoods. The industry has received a bad rap over the years - some of it warranted, some of it not. And then when you are talking about having that same industry develop in and amongst our houses, schools, parks, etc., I understand why people would push back on new oil and gas wells. At the same time, I have seen first-hand how safe and effective drilling and completion operations have become. Additionally, it is my opinion, based on the facts, that new wells will be drilled from the Draco pad regardless of what the Town does with its Minerals. The Minerals are a small (roughly 2.8%) part of the total ~3,951-acre Draco DSU and situated in the DSU such that in the most conservative case, SM Energy could drill some of the wells shorter and stop them before they get to our Minerals. This is not a good thing for us. The surface impacts of the Draco pad and wells will still be felt, but the Town will receive no monetary compensation for our Minerals. Shortening the wells will have next to no impact on the safety and environmental impacts of the project, and our Minerals will be stranded until/unless someone drills more wells to access them which will only add to the surface and environmental impacts. In addition to losing out on the monetary proceeds of selling or Minerals or leasing them and having them be developed, we lose out on other real, tangible benefits that are currently on the table with the SM proposal.

The plugging and abandonment (“P&A”) of 17 additional wells amongst our community is a huge win for our community. Again, the new Draco wells will be drilled, so taking those off the table is not an option. Knowing that, we should try to get as many of these old wells P&A’d as possible. In full transparency, I was supportive of the Draco pad development for the simple fact that you are getting 26 new wells that are all consolidated on one pad, with new equipment, state-of-the-art monitoring and safety systems, and will be extremely valuable to the operator. And in exchange, they are going to have to P&A 22 old wells that are spread across our community. A lot of times these are single well pads, so you are talking about potentially 22 pads spread around us vs. having 1 pad with 26 new wells. Typically, these old wells do not make much oil and gas anymore and are equipped with older equipment which is more prone to leaking, and because they were drilled prior to our setback laws going into effect, they are in much closer proximity to homes, schools, and parks than a new well can be. When it comes to the discussion of property values of homes near oil and gas wells, I do not doubt that home values are affected when a well is visible. So why not get rid of the 22 wells that SM is required to with the Draco pad development plus another 17 that they are offering with this proposal for our Minerals? It is hard to put monetary value on the additional 17 P&A wells, but the other components of SM’s offer are easier to conceptualize.
SM’s offer to purchase the Town’s leased and unleased minerals breaks down to the below:

- $4,500,000 upfront cash payment

- 3% production payment after a 2x capital recovery – I have not personally modeled what this could be worth, and it is highly dependent on the oil price you assume out in the future. The 2x capital recovery is on a well-by-well basis which is a good thing. This just means that if SM spent a lot more capital on a well or two and/or had worse production from a handful of wells, it wouldn’t drag down the other good wells. Alameda is saying this could be worth $25,500,000. They are qualified to evaluate this type of structure. I would be happy to review their work and/or generate my own estimate if the Town desires.

- 158 acres of surface land in the Town of Erie – using the independent appraisal of $13,575,000. Potentially higher value once this is developed

- Road widening and paving on County Road 6 – I am not qualified to put a value on this

- Permanent on-site inspection rights at the Draco pad. This is a good thing for the Town to have that they would not normally get. While there are already a lot of safety and environmental regulations in place, it never hurts to be able to do inspections yourself.

- The P&A of an additional 17 older wells in addition to the 22 that SM has to P&A per the ECMC as discussed above. It is hard to put a value on this as getting rid of these 39 older wells has numerous benefits.

All in all, the total value being offered by SM is around $45,000,000 and the next best offer we received was for $5,502,500 and did not include the P&A of the additional 17 wells, the road widening, or the permanent inspection rights. Even if the 3% production payment never kicks in, we are still receiving 3x more value from SM than the next highest bidder offered.

In summary, the Draco wells are going to get drilled regardless of what the Town decides to do with its Minerals. Any potential changes to the wells due to the Town holding out on their unleased Minerals will have a minimal effect on the health, environment, and safety of the project, and we will lose out on millions of dollars of benefits that we could have received by monetizing our Minerals including the expedited P&A of an additional 17 old wells. It is my strong opinion we should take the offer on the table from SM Energy.

Thank you for your time and consideration.

Matt Ott

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

Please submit any written comments for the Town Council before **12 p.m. on June 22** for the comments to be provided in the Council materials packet.

Residents can also provide comment in person or online for the meeting. Attend in person at 645 Holbrook Street in Council Chambers (capacity is limited) or participate online at www.erieco.gov/CouncilMeeting.

Full Name	Maureen Hallacy
City/Town of Residence	Erie
Your Comment	Dear Mayor and Members of the Erie Town Council, I am writing to urge the Town Council to vote NO on the proposed sale of our municipal mineral rights. As a community, we spent more than two years fighting to hold Civitas (now SM Energy) accountable for the Draco Pad. Our neighborhood's position has not changed: sustainability remains our number one priority, as reflected in Erie's own community surveys. We did not vote to sell our mineral rights, and we do not support this deal. I ask the Council to reject this sale based on four critical points: • We Hold the Leverage Under SB24-185: Under current Colorado law, the Town's mineral rights cannot be force-pooled. If Erie refuses to sell, SM Energy is legally required to drill around us. Selling these rights means permanently surrendering the strongest legal tool we have to protect our neighborhood. • Clear Conflict of Interest: The Town hired Alameda Mineral Advisors to negotiate this deal—a firm led by a former Civitas executive. Paying an industry insider to "represent" the community we fought so hard to protect is a severe conflict of interest. The terms of this sale were effectively designed by the very industry benefiting from them. This is extremely concerning. • Plugging Old Wells is an Obligation, Not a Bargaining Chip: The framing of plugging 17 old wells as a "benefit" or a gift to the town is misleading. Remediating these old wells is a matter of basic public safety that should have been addressed long ago—it should not be used as a bargaining chip to justify a massive new sale. Negotiating a deal of this magnitude largely in private executive sessions undermines public trust. Erie residents have shown up consistently—including the 418 residents who submitted comments during the 2A period and the 271 who went on the official public record. We are asking you to represent our health, safety, and long-term sustainability. Please vote NO on the sale of Erie's municipal mineral rights. Sincerely, Maureen Hallacy

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Full Name	Maxine Hecht
City/Town of Residence	ERIE
Email	maxinehecht@gmail.com
Your Comment	About six months ago, I was actively participating in social media discussions and engaging with people on both sides of various political discussions. As time went on, I had a sense that things were headed in a direction that I did not want to be a part of. I did not know for sure if anything would happen. I could see the tone of the conversations deteriorating. What had once been thoughtful discussions with mutual respect increasingly became filled with misinformation, personal attacks, distorted statements, and attempts to twist people's words. I decided to stop posting altogether. I continued to follow local politics from the sidelines, reading posts but choosing not to engage. During that time, it also became increasingly apparent who was driving much of the coordinated misinformation effort. Others may call it information; I viewed much of it as misinformation. It was also becoming clear that the source of much of this activity was losing credibility and support. Then, out of the blue, I am being asked if I had received something unusual in the mail. I assume I was contacted because I had been a visible participant in local discussions. Fortunately, I was not among the recipients. My guess is that because I had stopped engaging publicly several weeks earlier, I was not targeted. As more details emerged, I learned about the threatening letters and the significant impact they had on recipients and their families. That reinforced my decision to stay away from certain social media pages and discussions. I still participate in what I consider safe community forums, but there is a very specific faction that I choose to avoid. That is one of the primary reasons I did not submit public comments or actively campaign for a "yes" vote regarding compensation for Erie's mineral resources. I did, however, watch the council meeting online and participated in several private conversations on the topic. When the "no" vote was announced, I was genuinely shocked. I struggled to understand why we would reject compensation for activity that was going to occur regardless of the outcome. It is important to note that I am not a fan of oil and gas development. Having grown up on the East Coast, this was not an issue I had exposure to. However, I have come to accept that oil and gas remains a reality in Colorado and in Erie. At the same time, I would never support a decision that I believed would negatively impact my family's health, safety, or property. For me, the "yes" vote from council seemed like common sense. Based on what I knew at the time, I believed there was already significant support for the agreement. Most importantly, knowing that approximately 20 homeowners had received threatening letters, had been doxxed, and may have experienced other forms of

harassment that I am not aware of, I chose to sit back and observe. I suspect many others made the same decision. I also suspect there are still residents today who remain silent because they fear becoming targets themselves. I would like to attend the upcoming meeting in person, and I am still considering it. For the above reasons, I may choose to dial in remotely. At some point, however, we cannot allow fear and intimidation to dictate public participation.

I also want to note that I did make multiple attempts in various groups and forums to learn why the 'no' side felt that way. The LinkedIn post was only one of many places that I used to try to educate myself. I am smart enough to know the source of the LinkedIn article has potential to gain. I am also smart enough to know what parts of the article communicated some easy to read useful information. The author of the article gave me (and others) his email so we could converse. The 'no' side refused any intelligent discussions. If there had been even one compelling reason to believe a different course of action would better protect Erie, the beautiful place I call home, I would have changed my position without hesitation. I have yet to get an intelligent response. Below is just one Facebook exchange. I have redacted their name.
My questions that I posted on Facebook in a closed group: Can you please explain why you say nope? I am learning and willing to hear your opinion. My only goal is what is best for the town my family and I live in. I believe the offer to properly close (I think the number is 17 wells) is a huge benefit. One well already leaked in Arapahoe Ridge. We can prevent that by properly closing. The cost is $250,000 per well. Who is going to pay to do that and when. We are not going to stop the drilling. They will go around our minerals. That makes our minerals worthless. Please feel free to correct me in my understanding.

This was their response to my question: I don't have the time or energy to go through every one of your points to correct you when you are sourcing your information from propaganda. Come back when you have facts and not trash.

This was my response to their comment:
Ok. Translation is you do not have a good answer. I will keep asking questions to learn. Why would I want to have a decision made that is not in the best interest of Erie? I have two properties in Erie. Why would I want to risk that? I am retired. I do not have time to fix mistakes if my properties take a beating. Why would I want a decision that is not a good outcome for where my family and I live? I stand by I am learning and willing to change my opinion based on facts.

This was their response to my question: I'm not reading that crap is my answer. I don't read propaganda with lies in the title. Why would you want to base your understanding on this consultant's LinkedIn article is the better question.

When I posted in a 'safe' place my shock at the 'no' vote, the comment was made that I should have made my voice known. I explained the reasons why I opted to remain quiet. I knew others remained quiet for the same reasons. We now know that is the tactic (fear and intimidation) that the 'no' side wanted to impose.
I am writing all of this to explain why I and others did not initially voice our opinions. I would like to see this vote pass with a 'YES' vote so that Erie residents can get the benefits that we will other wise lose. Voting 'no' does not stop or change anything. They will drill and just go around our minerals. We get the same impacts without the compensation.

I commend and sincerely thank Brian for stepping forward and asking Council to take another look at a decision that has the potential to shape Erie's future for decades.
As a homeowner, I do not want to see property values negatively impacted. I do not want to see health consequences resulting from oil and gas development. Those concerns matter deeply to me. That said, the reasons I supported a "yes" vote then and still do today come down to four key areas: health, safety, oversight, and compensation. My rationale for hoping for a 'yes' vote is outlined below:
Health and Safety: Timely closure and abandonment of both legacy and future wells

is important. Without an agreement, there is no certainty regarding how long these wells may remain in operation or inactive status, along with the associated risks that could come with them.
Oversight: A negotiated agreement provides Erie with visibility and oversight regarding operations. I would rather have the Town informed, engaged, and able to monitor what is happening than have limited influence over activities that will occur regardless.
Compensation: If oil and gas activity is going to take place regardless of the vote, why leave compensation on the table? Those funds could be used to benefit Erie residents and address community priorities.
For those reasons, I believe a "yes" vote is the most practical and responsible path forward.

I want to again commend Brian for stepping up and listening to the community.

Sincerely,
Maxine Hecht

Meredyth Muth

From: Amanda Personal Gmail <amandamcnallypr@gmail.com>
Sent: Monday, June 22, 2026 7:21 AM
To: Council Mail
Subject: Mineral Rights Vote

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Council Members,

I have reviewed the proposed deal to sell Erie's mineral rights and I fully support the approval to sell our mineral writes. Although I do not support the Draco pad I understand that this drilling will happen with or without the mineral rights deal and feel our town should have some financial benefit from it.

Amanda McNally

I am a Erie resident, residing in Compass

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Residents can also provide comment in person or online for the meeting. Attend in person at 645 Holbrook Street in Council Chambers (capacity is limited) or participate online at www.erieco.gov/CouncilMeeting.

Full Name	Melissa Larson
City/Town of Residence	Erie
Email	missyhlarson@gmail.com
Your Comment	I strongly oppose the sale of Erie's municipal mineral rights for the SM Energy/Civitas Draco pad. A decision of this size, involving public assets and millions of dollars, should be handled with full transparency, public accountability, and a competitive process. Residents deserve to know every option has been carefully evaluated and that public health, environmental safety, and long-term community impacts are being prioritized over a one-time payout. Oil and gas development near residential areas raises serious concerns about air quality, water safety, public health, noise, traffic, and property values. Please do not reconsider or revive this sale. Erie should retain its municipal mineral rights and use every available tool to protect residents, the environment, and the long-term future of our town.

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Full Name	Melora Gaber
City/Town of Residence	Erie
Email	rzman51@comcast.net
Your Comment	I second the notion that the "process to this point has been conducted under a dark shadow of misinformation, deception and secrecy. Town residents deserve better." So due process of Erie rules for this engagement are ignored. Now it comes down to pressuring one council member to change their mind ? This falls back on the mayor in the shady way it was handled from the beginning. I am advocating for the Attorney General to look into this

Written Comment - Town of Erie Mineral Right - June 16 Council Meeting

Please submit any written comments for the Town Council before **12 p.m. on Friday. June 12** for the comments to be provided in the Council materials packet.

Residents can also provide comment in person or online for the meeting. Attend in person at 645 Holbrook Street in Council Chambers (capacity is limited) or participate online at www.erieco.gov/CouncilMeeting.

Full Name	Meredith Canode
City/Town of Residence	Erie
Your Comment	If we sell mineral rights, it can make it easier for Data Centers to go in. It removes the risk of conflicts with future oil, gas, or mining operations. Developers require total control over a site's physical footprint and legal environment. Selling your mineral rights—or negotiating surface use waivers—creates a much smoother pathway for data centers. Given that other areas of Weld County are getting data centers, and Erie is partially in Weld County, *anything* that could make that easier to happen needs to be stopped. We would have no control of something like that going in.

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

Please submit any written comments for the Town Council before **12 p.m. on June 22** for the comments to be provided in the Council materials packet.

Residents can also provide comment in person or online for the meeting. Attend in person at 645 Holbrook Street in Council Chambers (capacity is limited) or participate online at www.erieco.gov/CouncilMeeting.

Full Name	Meredith Canode
City/Town of Residence	Erie
Your Comment	I am extremely disappointed that the council has decided to ignore the will of the people, and proceed forward with a revote despite overwhelming objections to selling mineral rights. The public sentiment was clear. The public does not support the process that went forward to come to this deal, nor does it support the deal itself. There was, at the very least, the optics of impropriety. This is why the Attorney General is reviewing. I urge you to heed the original vote, or vote no. At the very least, this needs to be slowed down, not rushed through. Education of the public needs to be done to get more support. Thank you.

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

Please submit any written comments for the Town Council before **12 p.m. on June 22** for the comments to be provided in the Council materials packet.

Residents can also provide comment in person or online for the meeting. Attend in person at 645 Holbrook Street in Council Chambers (capacity is limited) or participate online at www.erieco.gov/CouncilMeeting.

Full Name	Meredith Canode
City/Town of Residence	Erie
Your Comment	Dear Council Members, I'm writing to share concerns that have come up in the wake of the recent vote and the public discussion surrounding it. Following the decision, Matthew Owens posted on LinkedIn framing the outcome as a choice between "$465 million or nothing," and suggested that those who disagreed were ignoring the facts or lacking critical thinking skills. In addition, some responses from individuals within his oil and gas network dismissed residents as "activists" and "idiots" rather than engaging with the substance of community concerns, fixated on some perceived inflated payday - a number I've not heard at any council meetings. From the perspective of many in the community, this has felt dismissive and disrespectful. It raises questions about the tone of the public conversation and the professionalism of those helping shape and communicate the proposal. If he is insulting us in the town square, what is his stewardship for us behind closed doors? It doesn't sound like he cares. Residents' concerns about oil and gas development are not abstract or unfounded. People are genuinely worried about issues such as accidents, spills, air quality, explosions, health impacts, and the broader pattern of communities being asked to accept risk in exchange for some nebulous ever-changing figure of promised economic benefits. While it is entirely reasonable to debate the financial and policy tradeoffs involved, it is also important that those concerns are not minimized or dismissed. For many residents, comments such as "it's going to happen anyway" or "Erie already has oil and gas" feel especially dismissive when the proposal involves drilling near neighborhoods and schools. Mr. Owens is certainly entitled to disagree with the Council's decision. However, the tone of his public comments, the palpable disdain of Erie residents has left many residents questioning whether their perspectives were taken seriously throughout the process, whether our wellbeing was even part of the equation. It was paternalistic and dismissive. It also raises concerns given that his firm's compensation was contingent on the deal being approved, which understandably affects perceptions of objectivity. I questioned the deal on its face before, and now, sadly, I question the ethics of those involved in that process. Taken together with ongoing questions about whether the process was followed correctly for a proposal of this scale, the public response has added to concerns

about transparency and accountability. If this matter is revisited, it is likely to draw further scrutiny at the state level.

For many residents, the outcome and the surrounding discussion have been deeply discouraging. Instead of confidence in the process, there are now lingering questions about whether the Town's interests were fully and fairly represented.

Sincerely,
Meredith Canode

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

Please submit any written comments for the Town Council before **12 p.m. on June 22** for the comments to be provided in the Council materials packet.

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Full Name	Michael J Franchitti
City/Town of Residence	Erie
Your Comment	The town should not approve the sale of mineral rights to the selected contractor due to multiple factors including: - Pending Attorney General investigation into the deal. If the county signs a contract now and must legally rescind it later the county will be in the hook for contractually obligated penalties of cancellation. - Circumvention of contract bidding procedures - Ceding control of gas and oil projects to developers that would own the mineral rights - Unrealized losses basd on future increasing value of mineral rights throughout the county - Conflicts of interest stemming from job history and potential stock investments of the CEO of the chosen contractor company. - Lack of transparency with the public leading up to the possible deal. - Private and non-transparent discussions and dealing between mayor Moore and the selected contractor in advance of letting the rest of the council know about his plans.

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

Please submit any written comments for the Town Council before **12 p.m. on June 22** for the comments to be provided in the Council materials packet.

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Full Name	Michelle Hall
City/Town of Residence	Erie
Email	mrpunky98@aol.com
Your Comment	Good evening Mayor Moore and Council Members! I am writing to respectfully ask the Council to reconsider its vote on Ordinance 028-2026 — Authorizing the Sale of Minerals. I know the Draco project is going to move forward with or without this agreement. Delaying the inevitable does not mean stopping it. I believe it is in the best interests of the Town and its residents to approve this deal. This decision is bigger than politics. It really should not be about politics at all. It should be about the residents of Erie and what makes our community better/have more leverage in this particular situation. It is about being responsible stewards of the community we all love and protecting the future of the families who call this town home. Erie is built on immense resources many other communities do not have. We all know this because when we moved into Erie, most of us have had to review our housing documents with oil and gas wells around or under our communities. We cannot change that reality, but we can choose whether we will wisely manage those resources and allow the financial benefits to remain here, supporting our roads, parks, public safety, schools, infrastructure, and the quality of life that has made this town such a wonderful place to raise our children. Oil and gas wells have been around our community longer than most residents have been here. Our town faces increasing demands and limited resources as our housing growth is greater than our commercial business growth. As a council, bringing in more commercial revenue should be a priority or not building as many houses would be helpful with our limited resources - evidence with the water restrictions this Spring. Turning away revenue that could help strengthen our financial future while the development proceeds regardless is difficult to understand. This isn't about being "for" or "against" oil and gas. It is about facing reality with wisdom and making decisions with lasting value for generations. The families who live here today, and those who will call this town home tomorrow, deserve leaders who are willing to set aside politics and focus on practical solutions to protect the long-term health and prosperity of our community. My family has lived in this town since 2005. There's a reason we chose to live here and raise our families in this amazing town. Approving this agreement is showing all of our residents you have listened to the pros and cons of the measure and voted what is in the best interest of the town while setting politics aside.

I respectfully urge you to reconsider Ordinance 028-2026 and vote to approve this agreement—not for political reasons, but for the future of our town.

Respectfully,
Michelle Hall

Meredyth Muth

From: Sarahann Miller <sdmc1988@gmail.com>
Sent: Friday, June 19, 2026 7:43 PM
To: Council Mail
Subject: 028-2026

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good evening!

I am writing to respectfully ask the Council to reconsider its vote on Ordinance 028-2026 — Authorizing the Sale of Minerals. — I understand that the Draco project is going to move forward with or without this agreement. Given that reality, I believe it is in the best interests of the Town and its residents to approve this deal and ensure that our community receives the benefits that rightfully come from being located in an oil and gas producing region.

This decision is bigger than politics. It is bigger than party lines, campaign slogans, or ideological differences. It is about being responsible stewards of the community we all love and protecting the future of the families who call this town home.

The truth is that our geography provides resources that many communities do not have. We cannot change that reality, but we can choose whether we will wisely manage those resources and allow the financial benefits to remain here, supporting our roads, parks, public safety, schools, infrastructure, and the quality of life that has made this town such a wonderful place to raise our children.

Every family in our community is feeling the pressures of rising costs. Our town faces increasing demands and limited resources as our housing growth is greater than our commercial business growth — bringing about unstable 'table' in thinking of our economy like a four legged table and allowing for stability. Turning away revenue that could help strengthen our financial future while the development proceeds regardless is difficult to understand. If the activity is occurring, shouldn't our residents be the ones who benefit? This isn't about being "for" or "against" oil and gas. It is about facing reality with wisdom and making decisions that provide lasting value for generations now and those to come. The families who live here today, and those who will call this town home tomorrow, deserve leaders who are willing to set aside politics and focus on practical solutions that protect the long-term health and prosperity of our community. My family loves this town. There's a reason we CHOSE ERIE - We all want to preserve what makes it special. Approving this agreement is not surrendering our values—it is recognizing the reality before us and ensuring that the fruits of our community's natural resources are used to strengthen the place we cherish rather than allowing those benefits to pass us by.

I respectfully urge you to reconsider Ordinance 028-2026 and vote to approve this agreement—not for political reasons, but for the future of our town, our families, and the generations that will follow!

Respectfully,

Sarahann Miller & Family

Meredyth Muth

From: Braun Mincher <braun@braunmincher.com>
Sent: Monday, June 22, 2026 11:26 AM
To: Town Clerk; Debbie Stamp
Cc: Council Mail
Subject: CORRECTION: Resident Analysis for June 23 Council Packet — Draco Pad / Erie Mineral Rights
Attachments: ErieMineralAnalysis.pdf

Importance: High

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

CORRECTION:

Please use the newly attached PDF version of my resident analysis in place of the version I submitted earlier this morning. The attached version removes the remaining draft watermark from all pages and updates the document timestamps accordingly; the substance of the analysis is unchanged.

Apologies for any inconvenience or confusion, and thank you for ensuring this clean version is used for the June 23 meeting materials and public record.

Thank you,

Braun Mincher

From: Braun Mincher
Sent: Monday, June 22, 2026 11:07 AM
To: Townclerk@erieco.gov; Debbie Stamp <dstamp@erieco.gov>
Cc: Council Mail <council@erieco.gov>
Subject: Resident Analysis for June 23 Council Packet — Draco Pad / Erie Mineral Rights
Importance: High

Dear Town Clerk,

I am submitting the attached PDF resident-prepared analysis as written public comment regarding the Draco Pad / Erie mineral-rights agreement and the June 23 reconsideration item. Council members are copied only so they receive the same submission being provided to the Clerk for the public record.

I prepared this analysis as an Erie resident, not on behalf of any Council member, Town official, company, advocacy group, or campaign. It is intended to help organize the public record and source materials around the proposed mineral-rights agreement, including the Town's FAQ and posted materials, agreement documents, agenda materials, public comments, public reporting, and other public/sourceable information. I will also be

sharing this information online with the Erie community and will make updates to version 5.2 as additional and verifiable information is received.

Please include the attached analysis in the June 23 Town Council meeting packet, supplemental public-comment materials, or other meeting materials provided to Council, and make it available as part of the public record for the meeting to the same extent as other written public comments or submitted materials.

Because the document is lengthy (30 pages) and includes a source appendix, please let me know if there are any formatting, file-size, or submission issues that would prevent it from being included in full. I would appreciate confirmation of receipt and confirmation that it will be distributed to Council and included with the meeting materials.

Thank you,

Braun A. Mincher
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Erie, Colorado 80516
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Independent Erie Resident Analysis

Pending Town of Erie Mineral Rights Sale

Updated: June 22, 2026 @ 11:21 am MDT

Cover Note from the Author

Dear Erie Neighbors,

I prepared the attached analysis as a fellow Erie resident trying to better understand the proposed Draco Pad mineral-rights agreement and the issues surrounding the June 16 Town Council vote.

Before that vote, I had admittedly not studied the issue in depth. Like many residents, I had seen pieces of the discussion online, heard strong opinions on both sides, and understood that the topic was important to our community. After the initial vote failed 3–3 and the public discussion intensified, I decided to take a deeper look for myself.

My goal was not to begin with a predetermined conclusion. My goal was to gather as much public and sourceable information as I could find, separate facts from speculation and growing online noise, and understand the issue in a more complete way. That included comprehensively reviewing numerous official Town materials, agreement documents, council records, meeting videos, public comments, public reporting, social-media discussion, regulatory background, and other sourceable materials. In total, my independent analysis considers approximately 70 public and sourceable materials, with the full source list included in the accompanying appendix. As part of this process, I also used AI-assisted tools to review and organize a broad set of visible public social-media comments as of June 20, 2026 into themes so they could be proactively addressed in the analysis.

I used a custom AI-assisted research platform to help research, organize, compare, summarize, and test the public source materials, but the authorship, judgment, and responsibility for sharing this document are mine. I asked the tools to neutrally consider arguments on both sides, identify recurring public concerns, flag uncertainties, and distinguish what the public record supports from what remains unresolved. **The purpose was not to create one-sided advocacy material.** It was to create a clearer, more complete public-facing analysis than what can usually be pieced together from meeting clips, social-media posts, comments, and headlines.

I debated whether to share this publicly. I originally prepared it for my own understanding. But after reviewing voluminous source materials and seeing the amount of growing confusion, competing claims, speculation, and personal criticism circulating online, I concluded that sharing the analysis may serve a useful public purpose.

This document is written for residents who, like me, want to understand the complex issues before reaching a final view. **It is not intended to persuade anyone who has already reached a fixed conclusion, and it is not meant to replace anyone's own judgment.** It is also not intended to replace Town materials, legal advice, engineering analysis, environmental review, or Council's own deliberation. It is simply one Erie resident's effort to organize the public record in a fair, balanced, and useful way. I hope that you will take the time to read it thoroughly, as I have invested considerable time, effort, and expense in preparing it.

I welcome factual corrections, missing source documents, or constructive feedback. If I missed a public document, misunderstood a contract term, or failed to consider a reliable source, please email it to me with enough detail that I can review it. I do not intend this document to become another forum for online argument, personal attacks, or partisan-style debate. Accordingly, I will not respond to uncivil, abusive, or purely argumentative messages. My purpose here is to help improve the factual record. If reliable additional sources warrant clarification or correction, I will continue updating the analysis with new information.

To support that effort, I have organized the source materials into a custom AI-assisted research workspace so I can query the many documents and resources I have collected and organized and try to answer factual questions based on the public record. I am happy to receive good-faith factual questions or corrections. I will not engage with uncivil, abusive, or purely argumentative responses.

I am not writing on behalf of any organization, campaign, company, or elected official, and I am not running for office. I am an Erie resident raising a family here, trying to understand a very complicated issue that affects our community. I offer this analysis in that spirit.

Respectfully,

Braun Mincher
Erie, Colorado
Braun@BraunMincher.com

Draco Pad & Erie Mineral Rights Matter – Public Cover Note

1-Page Analysis Summary — *What to Know Before June 23*

Forwardable, public-facing | V5.2 | June 22, 2026 @ 11:21 am MDT | SUBJECT TO CHANGE

This one-page note summarizes a longer, fully sourced public analysis. It relies only on public and sourceable materials — official Town records, the agreement and exchange-contract documents, the Town FAQ, public reporting, and public comments. It is not legal advice, and it does not predict how any council member will vote.

The decision in one paragraph

Draco is already state-approved and sits outside Erie in unincorporated Weld County, so the June 16 vote was not "Draco or no Draco." It was whether Erie should exchange certain *subsurface* Town mineral rights for a negotiated package, which includes the receipt of *surface* real estate. On June 20 the Town announced the matter will be reconsidered on June 23 under Rule 7.4(f), at the request of a prior "no" voter. The same documents remain on the table.

What the agreement includes

- About 158.471 acres of land and $4.5M cash at closing (~$18.075M defined at-closing value).
- A 3% production payment after 200% payout, well-by-well — contingent, projected around $25.5M nominal (~$43.6M nominal direct value combined, before any potential discounting).
- Additional well plugging-and-abandonment, Town inspection access, and surface control of the parcels; County Road 6 paving is also reflected in the agreement but appears to have been secured through the initial Draco process rather than created solely by the mineral-rights exchange.

What to keep in perspective

- The "up to $465M" figure is a financially interested consultant's advocacy number — not direct Town value. Use the tiers above.
- A "no" vote keeps Erie's mineral leverage and existing leased royalties, but the public record does not show it stops the approved Draco development ((or the drilling of the 26 already-approved lateral wells under parts of the Town); the Town says "avoid our minerals" is untested and SM may drill around or abandon some minerals (Erie's share ≈ 2.7% of the total Draco project).
- Approval would start a contractual diligence window (50 days + a possible 15) in which either side may walk away — not an immediate, unconditional close.

Legitimate open questions the Town should answer

- How Alameda was selected and its prior Civitas/Extraction ties were managed; how its capped 7.5% contingent fee works, including that $4.5M is a maximum cap rather than necessarily an automatic upfront payment (an illustrative at-closing fee would be about $1.356M on the ~$18.075M at-closing value); and what the market-testing/bid file shows. The Town FAQ includes a June 10 market-testing table, and Owens' public account says 25 firms were solicited, 19 declined, and the top third-party offer was about $5.5M.
- What "avoid Town minerals" means in practice; how lease alternatives compare on a risk-adjusted basis; and land risks (floodplain, pending environmental review, a disclosed condemnation issue).

How to participate

Written comments are due by noon on June 22 for the Council packet, and public comment will be taken at the June 23 meeting (sign-up link). Hard questions about process, conflicts, and value deserve answers; unsupported claims of bribery or secret payments are not supported by the record and risk obscuring the real issues. Town sources: erieco.gov/2657/Draco-Well and the Draco FAQ at erieco.gov/m/faq?cat=103.

Draco Pad and Erie Mineral Rights – *Subject to Update*

Public Analysis – Prepared by Braun Mincher, Erie Resident

*Forwardable, public-facing analysis | **V5.2** | June 22, 2026 @ 11:21 am MDT*

An independent, AI-assisted analysis drawing only on public and sourceable materials: official Town of Erie records and notices, meeting videos, the Draco agreement and exchange-contract documents, agenda and packet materials, public comments, public reporting, the Town FAQ, author-provided screenshots and an AI-assisted review of public social-media discussion. It equally presents arguments on both sides on the public record.

Primary Town information sources

Town of Erie Draco Well / Mineral Rights page (background, maps, timeline, documents, and participation links): https://www.erieco.gov/2657/Draco-Well

Town of Erie Draco Well Pad & Mineral Rights FAQ: https://erieco.gov/m/faq?cat=103

Town of Erie News Flash, "Town Mineral Rights to be Reconsidered – June 23": https://www.erieco.gov/m/newsflash/home/detail/3132

Plain-language bottom line

The June 16 vote was not simply "Draco or no Draco." Draco already has state approval and sits outside Erie in unincorporated Weld County, beyond the Town's siting jurisdiction. ***The real question is whether Erie is better protected by converting its unleased municipal mineral position into a negotiated package of cash, land, a contingent revenue interest, surface control, well-plugging commitments, and inspection access — or by rejecting the agreement and accepting uncertainty about what practical protection was actually gained.***

On June 20, 2026, the Town officially announced that the matter will be reconsidered on June 23. On the public record, a properly noticed reconsideration is defensible. If the same agreement remains available, approving it appears likely to be in Erie's practical best interest compared with rejecting it and accepting uncertainty about what protection was gained. This is a conclusion about the public record, not a prediction that any individual member will vote a particular way.

June 22 update: what changed since V4.2

This version updates the June 19 analysis (V4.2) to reflect official actions and new source materials dated June 20, 2026. The agreement terms themselves did not change; the public record around them did.

What changed	Source-based detail
Reconsideration is now official	The Town issued an official News Flash announcing that Council Member Brian O'Connor requested reconsideration of the June 16 mineral-rights vote under Rule 7.4(f), and that Council will take public comment, deliberate, and may take a new vote on June 23.
The June 16 vote failed 3–3	The Town confirms the prior vote failed on a 3–3 tie. Under the Rules of Order, a tie defeats the motion.

What changed	Source-based detail
The same documents remain on the table	The Town states the agreement and mineral-rights exchange documents remain unchanged from what Council considered on June 16.
Public participation window	Written comments are due by noon on June 22, 2026 for inclusion in the Council packet; public comment will also be taken at the meeting.
New / emerging area of law	The Town frames this as a new area of law following Colorado's municipal forced-pooling changes (SB24-185).
Posted agenda caveat	The June 23 agenda/packet currently in the project record appears to have been printed June 18 and may not yet show the reconsideration item. The official Town News Flash — not the currently posted agenda — is the source for the reconsideration announcement.

Independent public reporting (Broomfield Enterprise / Daily Camera, Julia King, *"Erie Town Council could reverse its vote on deal tied to Draco oil and gas project,"* published and updated June 20, 2026) likewise reports the reconsideration, notes a Town spokesperson's statement that Council is considering the same agreement and contract, situates the controversy and an Attorney General complaint, and includes a Council Member Hoback statement critical of the process. Where that reporting's economic figures differ from the updated Town and agreement documents, the agreement documents control here.

Source basis and methodology

This analysis considered more than 70 public and sourceable materials. It draws on public and sourceable materials: the Town of Erie Draco Well page and Draco FAQ (a PDF snapshot is used alongside the live page because the live page can change), the June 2 study-session presentation, the Agreement Regarding Draco Pad (Version 2 with the amended 3% production payment) and its redline, the Contract to Exchange Real Property and Mineral Rights, the Alameda Mineral Advisors Agreement for Professional Services and Scope of Work, the Town's purchasing policies, the official Rules of Order (Resolution 23-149), Town notices, meeting videos and council records, ECMC materials, written public comments, and public reporting. Contract terms are summarized from the listed documents and should be confirmed against the originals before final public reliance.

This analysis is an AI-assisted review of public and sourceable documents and of user-provided screenshots of public social-media discussion. It is not a live social-media scrape or export, though such comments have been summarized through June 20, 2026. Social-media posts and public comments are used to identify recurring themes, questions, and concerns — not as proof that every claim made by a commenter is true, and not as polling. Because it is not practical to answer every comment individually, recurring themes are grouped and addressed against the public record. Private communications are not used or cited anywhere in this analysis.

Specifically, the public-feedback review considered: written public comments from June 3–11 and June 12–15; Council Member Hoback's June 16 written comments; author-provided screenshots and summarized analyses of public Facebook discussion (updated June 20); an AI-assisted analysis of the comment thread on Matt Owens' LinkedIn article (updated June 20); and Town FAQ materials, contracts, agenda materials, ECMC materials, and public reporting.

This document is not legal advice, a title opinion, an engineering opinion, or a valuation report. Procedure, notice, and reconsideration mechanics should be confirmed by the Town Attorney and/or the Town Clerk. Throughout, it

distinguishes what the public record establishes from what remains uncertain, using "appears," "projected/contingent," and "should be confirmed" where that distinction matters. Primary public records, agreements, and Town/regulatory materials control over advocacy posts, articles, or social-media comments.

Executive summary

The best public-facing frame is not "Draco or no Draco." The Draco Pad was already approved by the Colorado Energy and Carbon Management Commission (ECMC), is located in unincorporated Weld County (just outside of Erie's jurisdiction), and includes laterals roughly 7,000–8,000 feet below the surface of Erie. The June 16 vote concerned a different question: whether Erie should exchange certain Town *subsurface* mineral rights for a negotiated mitigation-and-compensation package, including approximately 158 acres of Town-appraised surface real estate. The no vote appears to preserve Erie's municipal-mineral leverage, but the public record does not establish that it stops Draco.

The strongest reason to reconsider. The no vote may have caused Erie to decline substantial defined consideration, a contingent revenue stream, surface-control benefits, additional well-plugging obligations, and inspection access, while the broader Draco project is expected to proceed in modified form. County Road 6 paving should be treated separately because it appears to have been secured through the initial Draco process and is also reflected in the proposed agreement.

The strongest reason to hesitate. The process and trust concerns are real. Residents raised legitimate questions about timing, executive sessions, the Alameda engagement, market testing, the contingent fee, valuation rhetoric, lease-versus-sale alternatives, SB24-185 leverage, health and safety, land risk, and whether the agreement constrains future Town action. These deserve clear public answers, not dismissal.

The cleanest valuation frame. Do not rely on the "up to $465M" advocacy headline. Use tiers: defined at-closing value (about $18.075M), a contingent production payment (about $25.5M nominal, projected over 25-30 years), hard-to-price public benefits, and speculative long-term development/tax upside.

The pivotal unresolved issue. What "avoid Town minerals" means in practice remains the central uncertainty. The Town FAQ states this has not been tested and that SM Energy may drill around Town minerals or abandon some minerals.

On reconsideration specifically. The official Rules of Order (Rule 7.4(f)) expressly permit reconsideration, and a prior no voter requested it. That does not make any future outcome predetermined. It does materially change expectations: if the prior yes votes hold, approval becomes a realistic — perhaps likely — outcome. The Town Attorney and/or Clerk control the exact notice, agenda, and ordinance mechanics.

What "no deal" is not. A no-deal outcome is not literally "Erie gets nothing." The Town would continue to receive royalties from its already-leased mineral interests, and the ECMC/Town conditions secured through the initial Draco process would remain in place. The accurate point is narrower: no deal forfeits the negotiated new package — the roughly 158-acre land transfer, $4.5M cash at closing, the 3% post-payout production interest, agreement-specific inspection access, the additional P&A commitments, and the surface-control benefit.

One-page summary

Topic	Summary
What June 16 was	A failed 3–3 vote on Ordinance 028-2026, a proposed mineral/property exchange and related Draco Pad agreement. It was not a vote on whether ECMC should approve Draco; that approval already existed.

Topic	Summary
What the no vote did	It did not approve the agreement. The Town FAQ states that if Erie does not sell and pool its minerals, SM Energy would be required to drill around them — but the Town's own materials acknowledge that the legal and practical meaning of "must be avoided" has not been tested.
What's being reconsidered	On June 20, the Town announced reconsideration under Rule 7.4(f), requested by Council Member O'Connor (a prior no voter). The same agreement and exchange documents remain unchanged; Council may vote June 23 after public comment.
What the agreement included	Roughly 158.471 acres of land, $4.5M cash at closing, a 3% production payment after 200% payout (well-by-well), additional plugging-and-abandonment obligations, and contractual Town inspection access at the Draco Pad. County Road 6 paving is also reflected in the agreement, but the Town FAQ separately identifies it as a benefit secured through the initial Draco process.
What the direct value looks like	Using Town figures, defined at-closing consideration is about $18.075M ($4.5M cash plus $13.575M appraised land). The 3% production payment is contingent and projected around $25.5M nominal — together roughly $43.6M nominal direct value before any potential discounting.
What should not be overstated	The $46.2M–$208.9M 30-year tax/development projection in the Town FAQ is speculative. Advocacy figures in the "up to $465M" range should not be presented as direct Town value; they come from a financially interested consultant.
What residents raised	Process and transparency, executive sessions, Alameda/procurement, market testing, SB24-185 leverage, lease versus sale, health/safety/air/water, property values, valuation/NPV, land risk, well cleanup, default risk, public-vote demands, and whether the Town's future voice would be constrained.
How to proceed	A reconsideration should be used to build a cleaner public record — clarifying deal availability, process/procedure, valuation tiers, the Alameda fee and market testing, the anti-objection clause, inspection limits, and no-deal consequences — not as a rubber stamp.

Key facts by confidence level

The following separates what the public record establishes from what remains genuinely uncertain. It is hard to treat the 3–3 vote as a fully informed final resolution while the most important item — the real effect of avoiding Town minerals — sits in the "uncertain" row.

Confidence	Finding	Why it matters
High	Draco was approved by ECMC and sits outside Erie's siting jurisdiction.	The Council decision is about mitigation and value capture, not initial project approval.

Confidence	Finding	Why it matters
High	Town minerals in the deal are roughly 2.7% of Draco production.	This is Erie's share of the project; it limits the likely project-wide effect of a no vote, though the exact avoidance effect is uncertain.
High	The operative agreement states a 3% production payment after 200% payout, well-by-well — not the earlier 2%.	Any analysis still using 2% is stale. 2.7% is Erie's production share; 3% is the post-payout revenue interest the deal pays Erie.
High	The exchange contract includes $4.5M in Additional Funds and 158.471 acres.	These are the defined at-closing components if the transaction closes.
High	The agreement allows Town inspections but confers no new regulatory, siting, or enforcement authority.	Inspection is practical oversight, not a stop-work power. However, any findings may be reported to the proper authorities for enforcement.
High	The exchange contract provides a 50-day inspection period, extendable once by 15 days, with either-party termination rights.	A yes vote would not have meant immediate, unconditional closing.
High	The anti-objection/termination clause applies to formal Town action; individual personal-capacity objection and Town police powers are preserved.	It is a deal-protection/unwind mechanism, not a personal gag order.
High	Rule 7.4(f) permits reconsideration by a member who voted on the prevailing side, subject to Town Attorney/Clerk implementation mechanics.	A prior no voter is in the eligible category; the tie made "no" the prevailing side.
Medium	The same agreement appears to remain on the table based on the Town's June 20 notice.	Final availability and the willingness of SM/7N/Extraction should be confirmed.
Medium	Exact ordinance, agenda, public-hearing, and notice mechanics remain for the Town Attorney and Clerk.	These are implementation details, not obstacles to reconsideration in principle.
Uncertain	The exact physical and economic effect of avoiding Town minerals.	This is the single most important unresolved question in the whole decision.
Uncertain	Whether Alameda's market-testing obligation was fully performed, validly excused, or later satisfied.	A documentation/transparency question, addressable by public explanation.
Uncertain	Exact timing and treatment of Alameda fee invoicing/payment for future production payments, future ad valorem taxes,	Affects net-of-fee proceeds; the Town should confirm publicly.

Confidence	Finding	Why it matters
	P&A/remediation value, and other contingent value sources.	

Reconsideration under Rule 7.4(f)

The official Town of Erie Rules of Order, adopted by Resolution 23-149, govern this procedure, and the source set now includes the official rule text rather than a paraphrase.

- **Rule 6.7 — tie vote.** In case of a tie vote on any motion, the motion is considered defeated. The June 16 ordinance therefore failed on its 3–3 tie.
- **Rule 7.4(f) — motion to reconsider.** Any action taken by Council may be reconsidered. The motion must be made at the same meeting at which the action occurred, or at the next following regular or special meeting, by a Council member who voted on the prevailing side and who states that in the motion.

Because the ordinance failed on a tie, the "no" side was the prevailing side for reconsideration purposes. A prior "no" voter — including Council Member O'Connor — is therefore in the procedural category eligible to request reconsideration, and the Town's announcement reflects that he did. A member who was absent would not be in that category.

Reconsideration in these circumstances is neither illegitimate nor extraordinary. The Rules exist precisely to allow Council to revisit an action at the same or the next meeting. The narrow caveat is mechanical, not existential: the Town Attorney and Town Clerk determine the exact notice, agenda placement, public-comment process, and any ordinance/public-hearing requirements that apply to a reconsidered ordinance.

If reconsideration is not procedurally clean, a revised or new ordinance may be cleaner — especially if any term is clarified, amended, or restated and SM/7N remains willing to transact.

Why this matters

A reconsideration request by a prior no voter does not predetermine the result, and no future vote should be stated as a settled outcome. But it materially changes expectations: if the prior yes votes hold, approval on June 23 becomes a realistic and perhaps likely outcome. The honest framing is "realistic/likely if prior yes votes hold," not "guaranteed," and not "merely symbolic."

"Nothing changed in a week — why reconsider now?"

Some residents ask why the matter is back so soon when the deal terms have not changed. The agreement terms may be the same, but the public record is not:

- Reconsideration is now officially noticed under an express rule (7.4(f)), requested by a prior no voter.
- Additional public comment is being solicited, with a written-comment deadline of noon June 22 and live comment June 23.
- The Alameda engagement, the contingent fee, and the market-testing/bid questions are now being debated more openly, and the Town FAQ's June 10 market-testing table and updated documents provide source material that was less prominent before June 16.

- Council has an opportunity to correct or clarify the public record on valuation tiers, "avoid Town minerals," the anti-objection clause, and the due-diligence window.

Reconsideration is best framed as a way to build a cleaner public record on a transparent, noticed agenda — not as a back-room reversal or a rubber stamp.

"Why isn't this put to a public vote?"

A recurring request is that residents be allowed to vote directly on whether to sell the Town's mineral rights. This is an understandable reaction to a high-stakes, controversial issue, and it reflects a genuine desire for direct say.

On the public record, the immediate matter appears to be a Council contract/property/mineral-rights decision placed on a noticed Council agenda. Public participation in that process occurs through public notice, written and in-person public comment, Council deliberation, a recorded vote, public records, and ordinary electoral accountability. Whether a ballot measure, referendum, initiative, or other direct-vote mechanism is legally available for this specific decision, whether it could be conducted in a timely way, and whether it is compatible with the agreement's timeline are questions that would require Town Attorney and Clerk confirmation. This analysis does not assert that a public vote is impossible — only that its availability and timing are legal questions the Town should answer rather than ones that can be assumed either way.

Valuation: a tiered, defensible framework

The cleanest way to avoid both understating and overstating the deal is to separate value into tiers by certainty. The headline nominal figure, the present value, and the speculative tax projection are not the same thing.

Value tier	Public-facing treatment
Tier 1 — Defined at-closing consideration (~$18.075M)	$4.5M cash (the "Additional Funds" delivered at closing under the exchange contract) plus 158.471 acres of *surface* real estate the Town appraised in 2026 at $13.575M. Total: about $18.075M in defined consideration if the transaction closes, before any production stream, P&A, inspection, surface-control value, or transaction costs.
Tier 2 — Contingent production payment (~$25.5M nominal, projected)	A 3% production payment after 200% payout, well-by-well (confirmed in the amended agreement, replacing the earlier 2%). Town discussion projects this stream around $25.5M nominal over the life of the wells. It is contingent, not guaranteed: it depends on production volumes, commodity prices, payout timing, post-production costs, and the operator's working-interest share.
Direct nominal value (~$43.6M)	Tier 1 plus Tier 2 is roughly $43.6M in nominal direct value before discounting and transaction costs. Present value is materially lower because the production stream arrives over many years and only after 200% payout.
Tier 3 — Hard-to-price but real benefits	Surface control of roughly 158 surface acres moving from an operator affiliate to the Town; additional plugging-and-abandonment commitments on legacy wells (timing approval-contingent); and contractual Town inspection access at the Draco Pad. County Road 6 paving is discussed separately because the Town FAQ lists it as an

Value tier	Public-facing treatment
	initial Draco-process benefit, while the proposed agreement also reflects a contractual operator commitment for that work.
Tier 4 — Speculative upside (not deal value)	The Town FAQ's $46.2M–$208.9M 30-year tax/development projection for the land is speculative and depends on highest-and-best-use buildout assumptions. Advocacy figures in the "up to $465M" range should not be presented as direct Town value; they originate with a financially interested consultant and rest on assumptions the Town's own defensible figures do not adopt.

Recommended valuation sentence

About $18.075M defined at-closing consideration, plus a contingent 3% production payment projected around $25.5M nominal — together roughly $43.6M nominal direct value before any discounting — plus hard-to-price benefits such as surface control, additional P&A, and inspection access. The 30-year tax range and any "up to $465M" figure are separate, speculative, and should not be folded into deal value. *Reasonable people can disagree about present value and risk-adjusted value.*

Illustrative present-value note

Nominal totals overstate present value because the production stream arrives over many years and only after 200% payout. A nominal mid-$20M stream paid over 10–20 years discounts to a meaningfully lower present value at any realistic discount rate. These are illustrations to separate headline nominal value from present value, not operator forecasts.

The decision: deal versus no deal

The policy question is best stated this way: Should Erie preserve its municipal mineral leverage and accept uncertainty about how much that changes Draco, or convert that leverage into a negotiated package of land, cash, contingent revenue, inspection access, additional P&A commitments, and surface-control benefits?

Issue	If approved / closed	If no agreement
Draco project	Still proceeds under existing ECMC approval; the agreement does not create the project.	Likely proceeds with redesign/avoidance around Town minerals; exact impact uncertain.
Mineral rights	Town conveys oil-and-gas rights from the surface to the bottom of the Codell formation (including the Carlile member) within the relevant area, retaining deeper formations.	Town retains unleased municipal minerals and anti-pooling leverage.
Cash / land	$4.5M cash plus 158.471 acres appraised at $13.575M, subject to closing.	No negotiated cash or land transfer.

Issue	If approved / closed	If no agreement
Production stream	3% after 200% payout, contingent on production, prices, costs, and timing.	No new 3% production payment; any existing leased royalties remain as-is.
Surface control	Town controls the three parcels; the 7N deed limits reserved-mineral surface access to existing wells/facilities.	Operator affiliate keeps ordinary surface ownership/control of those parcels absent another transaction.
Well plugging	Additional contractual P&A commitments and timelines, subject to approvals.	ECMC-required plugging remains; additional negotiated P&A timing is not within Erie's control.
Inspection	Contractual access for a Town inspector under notice/frequency limits.	No special contractual inspection access at the Weld County pad.
Process / trust	Requires public explanation of Alameda, market testing, valuation, and the anti-objection clause.	Avoids the sale now but leaves unresolved what practical protection Erie actually gained.

SB24-185, no forced pooling, and whether a no vote stops or changes Draco

This is one of the strongest no-side arguments and is treated here seriously. Colorado's municipal no-forced-pooling protections give a town real leverage: its unleased minerals generally cannot be pooled into a project without consent, so an operator may have to avoid them.

- The leverage is real and important. It is the reason SM Energy was at the table at all and a fair answer to "why would SM pay if Erie's minerals don't matter?"
- The Town FAQ states that the legal meaning of "must be avoided" has not been tested, and that SM Energy may drill around the Town's minerals or abandon some minerals if no deal is reached.
- The Town's minerals in this agreement are roughly 2.7% of Draco production — a real but limited share of the project.
- The current public record does not establish that a no vote stops Draco and the lateral drilling of wells under Erie and Boulder Counties. It may require redesign or avoidance, cause delay, reduce certain recoverable minerals, or affect project economics. The extent is genuinely uncertain.

The core question

The question is not "does SB24-185 matter?" — it does. The question is whether retaining roughly 2.7% of unleased municipal minerals produces more practical protection and value for Erie than converting that leverage into the negotiated package. A more nuanced no-side argument — that retaining minerals may not stop Draco but could delay, complicate, reduce, or alter project economics — is legitimate, and its real-world magnitude is exactly what the Town should help quantify.

Existing leases and what a no vote actually changes

Erie's mineral interests in the Draco area are not all in the same legal posture. The Town FAQ distinguishes already-leased minerals from the unleased minerals being considered in the current transaction.

- Some Town mineral interests are already leased to various entities — about 80 acres, valued around $1.8M — and already-leased areas are not available for sale in the proposed transaction.
- In some cases, leased minerals may have been secured by SM Energy through transfer from a prior lessee, but the record should not be overstated as showing that all leased Town minerals are held by SM.
- The proposed transaction concerns unleased Town mineral interests in the Draco area, which the Town says represent roughly 2.7% of Draco production.
- If no sale occurs, Erie would continue receiving royalties from currently leased interests, while unleased interests must be avoided unless later leased or voluntarily pooled.

> This is not a binary decision about whether oil and gas production can exist in the Draco area. Some Town minerals are already leased and capable of production. The present transaction concerns an *unleased* municipal mineral position and the broader public-value package.

Lease versus sale

The Town FAQ states that Erie is not currently pursuing a lease arrangement and that previously received lease offers were reviewed and declined. The FAQ also frames the proposed transaction as far broader than a mineral lease, evaluated using the net present value of the Town's resources, while noting Council could still return to leasing.

Leasing preserves ownership and may appeal to residents who do not want to part with the asset permanently. But the public record should compare lease offers to the entire SM/7N package — and, cash, the contingent production payment, additional P&A, inspection access, and surface control, cash, the contingent production payment, additional P&A, inspection access, road work, and surface control — not only to mineral-sale cash. The Town's own June 10 market-testing table shows the best lease/royalty alternative (about $13.2M in combined value) and the best mineral-only purchase offer (about $5.5M) were materially smaller and structurally different from the SM/7N package.

Two clarifications the Town should provide: why the prior lease/royalty offers were declined, and how lease value compares to the package on a risk-adjusted, present-value basis rather than on nominal headline figures.

Alameda Mineral Advisors: selection, scope, fee, and market testing

This is a central public-trust issue and is handled here precisely, separating three distinct questions. The entity should be named accurately: Alameda Mineral Advisors, LLC, with Matt Owens as principal. His prior operator-side history with Extraction/Civitas-related entities creates at least an appearance issue because the proposed counterparties include 7N, Extraction, and SM Energy. At the same time, the public record also supports a practical reason the Town may have viewed Alameda as a specialized advisor rather than a commodity vendor: the work involved Draco-specific mineral ownership, lease, valuation, market, operator, and transaction-structure issues, and Alameda's agreement recites that the Town required professional services and that Alameda had the requisite expertise and experience to perform them.

1. How Alameda was selected

Alameda appears to have been engaged to provide professional, consulting, and financial advisory services. The Town's purchasing framework sets solicitation thresholds (for example, formal competitive bidding for larger procurements) but also recognizes professional-services and sole-source paths; the April 2025 purchasing policy is the version most likely relevant to the December 2025 engagement. On the public record, **an RFP/RFQ *may* be used for professional services but is not necessarily legally required for every such engagement.**

Precise framing

The public record does not establish that Alameda was "illegally no-bid," and this analysis does not assert that. The April 2025 purchasing policy most likely applicable to the December 2025 engagement did not require formal competitive bidding for professional services. That does not end the public-trust question: the Town should still explain how Alameda was selected, whether the engagement was documented as professional services, sole source, preferred vendor, or another approval path, how the contingent-fee structure was approved, and how the prior operator-side relationship was disclosed and managed. But absent a specific legal authority or missing approval requirement, the current source record supports treating this as a transparency/documentation issue — not, by itself, a reason to reject the broader SM/7N package.

Procurement versus market testing — two separate questions

The strongest framing is more precise than "illegal no-RFP." Professional services may not have required formal competitive bidding under the purchasing framework in effect at the time, depending on how the Town classified and documented the engagement. But that is separate from a second question: whether Alameda then performed, was validly excused from, or later satisfied the competitive market-testing and bid-solicitation work contemplated by its own scope. Keeping the two questions separate — whether the Town competitively procured Alameda, and whether Alameda then marketed or tested the mineral transaction — keeps the public-trust inquiry accurate without overstating it as a deal-killing defect.

2. What Alameda's scope required

Alameda's contracted Scope of Services (Exhibit A) expressly contemplated more than valuation. Its duties included:

- reviewing title and giving an opinion on the Town's mineral ownership, leasehold interests, and royalty percentages in the Draco Plan Area;
- determining current lease bonuses, royalty rates, and non-monetary terms in the local market;
- projecting future cash flows and present values under various royalty scenarios;
- conducting a competitive bidding process to secure optimal lease proposals; and,
- soliciting bids for the sale of Town-owned mineral rights and property, with comparative analyses of upfront proceeds versus projected cash flows.

Because competitive lease/sale market testing was part of Alameda's own contracted scope, the key question is whether that work was performed, waived, superseded, or later satisfied — and whether the documentation is available.

3. What market testing actually occurred

Two public sources now bear on this, and together they mean the simplified claim that "no bids were ever sought" is not supported by the current public record:

- The Town FAQ includes a market-testing table reflecting a process completed June 10, 2026, listing mineral-purchase offers (best around $5.5M), lease/royalty alternatives (best around $13.2M in combined value), and firms that declined to bid.
- Matt Owens' LinkedIn article states that Alameda conducted two competitive marketing processes, solicited bids from 25 companies, that 19 of the 25 declined to bid, and that the highest third-party offer was approximately $5.5M. The article is Alameda's public account and is treated as advocacy, not neutral controlling fact; it also discloses that Alameda's fee was contingent on deal completion.

Legitimate questions about timing, documentation, completeness, and comparability remain: when was market testing initiated; who was contacted and what materials were they given; what did "declined to bid" mean; were lease and sale offers truly comparable to the SM/7N package; did the June 10 process satisfy Alameda's contracted scope or function as a late cure/explanation; and why was this not more prominently available before June 16? This issue is most likely curable through public explanation, audit, and document production rather than through litigation or approval delay over the procurement.

The Town FAQ's June 10 market-testing table

Alternative path	Best / maximum value shown	Note
Mineral purchase offers	~$5.5025M maximum	Mineral-only purchase, without the land, additional P&A, surface-control, and inspection components of the SM/7N package.
Lease / royalty offers	~$13.1982M maximum total value	Bonus plus royalty revenue; a different structure (lease, not sale) with different long-term control implications.
Declined to bid	n/a	The FAQ lists numerous named firms that declined to bid on the Town's minerals.

Used carefully, this table helps show that mineral-only and lease/royalty alternatives were materially different from the SM/7N package. It should not be overclaimed: it does not by itself prove every process concern was cured, and it does not eliminate the need for the underlying file if residents ask who was contacted, what was declined, and why the SM/7N package was superior or non-comparable.

Fee timing and the cap

The Town FAQ confirms that if an agreement is approved, a commission is paid to Alameda; that it will *not exceed* $4.5M; that no commission is paid if no deal is reached; that the payment is 7.5% of the Aggregate Value received by the Town up to the cap; and that any unused amount under the cap may stay in the Town's General Fund. "Aggregate Value" under Alameda's contract includes cash, real estate received (valued at the greater of appraised fair-market value or agreed value), future ad valorem taxes from production on annexed Draco-area property, one-third of qualifying plug-and-abandon/remediation expenditures not already required by existing approved OGDP conditions, and other agreed value sources.

Because the fee is 7.5% of Aggregate Value "received by the Town," capped at $4.5M, it is best described as a capped, partly contingent commission rather than an automatic $4.5M upfront payment. However, the precise timing of invoicing and payment — especially for future production payments, future ad valorem taxes, and other contingent value sources — should be publicly confirmed by the Town before residents rely on any specific net-proceeds interpretation.

How the $4.5M cap actually works

Alameda's compensation is often described publicly as a potential $4.5M fee, but the *public documents describe that as a cap*, not necessarily an automatic closing payment, or even that full amount over time. Using only the defined at-closing components — $4.5M cash plus $13.575M appraised land value — produces about $18.075M of at-closing value. A 7.5% fee on that amount would be about $1.356M for the at-closing value component, subject to the Town's confirmation of invoicing and payment timing. Future feeable value could increase the total fee, subject to the overall $4.5M cap.

Component	Amount
At-closing value	$18.075M
7.5% illustrative at-closing Alameda fee	~$1.356M
Remaining cap after illustrative at-closing fee	~$3.144M
Future Alameda fee on projected $25.5M production stream	~$1.913M
Total illustrative Alameda fee on $43.575M nominal direct package	~$3.268M
Remaining unused cap under that scenario	~$1.232M

In this illustrative scenario, combining the estimated at-closing fee of about $1.356M with a future fee of about $1.913M on the projected $25.5M nominal production stream gives an estimated total Alameda fee of roughly $3.268M on the direct $43.575M nominal package — about $1.232M below the $4.5M cap. For the remaining cap to be fully earned after the illustrative at-closing fee, the Town would need to receive about $41.925M in additional feeable value after closing ($3.144M ÷ 7.5%). Spread over time, the future production-stream fee of about $1.913M would average roughly $76,500 per year over 25 years or $63,750 per year over 30 years; earning the full remaining $3.144M cap would average roughly $125,775 per year over 25 years or $104,813 per year over 30 years.

These annualized figures are only a math illustration using cash, appraised land value, and the projected production stream; they are not a legal or accounting conclusion. Alameda's "Aggregate Value" definition is broader than just cash, land, and production payments — it may include future ad valorem taxes, certain P&A/remediation value, and other agreed value sources — so the Town should publicly confirm the precise timing of invoicing and payment and the treatment of future production payments, ad valorem tax value, P&A/remediation value, and other contingent value sources before residents rely on any specific net-proceeds interpretation.

It is not accurate to say Alameda receives "3% of the Town's 3%." The more precise statement is that Alameda would receive 7.5% of the Town's feeable value and receipts, subject to the Aggregate Value definition and the $4.5M cap7. Economically, 7.5% of a 3% Town production interest equals 0.225% of the relevant post-payout production-payment base, subject to working-interest reductions, post-production costs, timing, and the overall cap.

A capped, contingent 7.5% success fee is not facially irrational for a specialized mineral-rights transaction where the advisor is paid only if value is created and the fee is capped. That structure can align the advisor's compensation with the Town receiving value. At the same time, it also creates an advocacy incentive, which is why disclosure, documentation, and transparent explanation of the fee mechanics matter.

Agreement terms requiring accurate public explanation

Production payment (3%, after 200% payout)

The current Agreement Regarding Draco Pad provides that, upon 200% payout on a well-by-well basis, Extraction conveys to the Town a 3% undivided revenue interest in all oil, gas, and other hydrocarbons sold from each Draco Well. It is a wellbore-only revenue interest, carved out of Extraction's working interest, proportionately reduced by Extraction's working-interest share, and subject to the Town's proportionate share of reasonable, actual post-production costs. It is a contingent revenue interest, not guaranteed cash. Any analysis still using the earlier 2% figure is stale; the figures are also distinct from the 2.7% that represents Erie's share of Draco production.

Plugging and abandonment (P&A)

Two categories should be kept clearly separate. First, the baseline conditions secured through the initial Draco process: plugging and abandonment of 22 existing wells and closure of 18 associated facilities, already part of the ECMC-approved conditions. Second, the additional negotiated commitments in the proposed transaction. The Agreement's Exhibit 1 lists P&A wells as Draco P&A Wells (described in the project materials as 22 wells) and Non-Draco P&A Wells (17 wells), with County Road 6 paving shown in Exhibit 2.

The contract timing is nuanced and approval-contingent: Draco P&A operations commence within one year of commencement of the Draco APD operations; Non-Draco P&A operations begin at the first such well within three years of closing and the last within five years; and the Young 4-31 well has separate development-triggered and outside-date provisions (a Development Notice path, or January 1, 2035 in the absence of one). All P&A deadlines are expressly contingent on required approvals and operational constraints and should not be described as unconditional drop-dead dates.

The additional negotiated commitments should not be described as already guaranteed under the baseline ECMC conditions; they arise from the proposed transaction and would apply only if the agreement closes, subject to required approvals and operational constraints.

The text should not blur the baseline 22 wells and 18 facilities together with the additional 17 Non-Draco P&A wells; they are distinct categories with distinct sources and timing.

Inspection rights

The Town's designated oil-and-gas inspector may inspect Draco Pad facilities after at least seven days' advance notice, scheduled with Extraction and subject to its standard access terms, with a safety escort, and no more frequently than monthly when the pad is in drilling and production operations and quarterly when it is in production operations. If the inspector identifies conditions believed to be out of compliance with the Draco APDs or related permits, the Town may notify SM, the siting local government, and ECMC. The agreement expressly does not create new Town regulatory, siting, or enforcement authority over the pad. Inspection improves visibility; it does not make Erie the regulator of a pad in unincorporated Weld County. But it still matters: because Draco sits outside Erie's jurisdiction, the Town would not otherwise have this kind of contractual pad-access right. If the Town inspector documents a concern, the Town can use that information to notify SM, the siting local government, and ECMC — the entities with the relevant operational, enforcement, or regulatory authority. In practical terms, the inspection right gives Erie better visibility and a stronger factual basis to elevate concerns, even though Erie itself cannot directly enforce the Draco permits.

Anti-objection / termination clause

This clause is politically sensitive, but it is best understood as a deal-protection and unwind clause, not as a personal gag order. If the Town accepts the negotiated package and then, before production, takes formal Town action to oppose the approved Draco OGDP — for example, a Council vote or official action directing Town staff or another authorized party to take a position contrary to the approved Draco OGDP, including related pooling or spacing — Extraction/7N may terminate the agreement. The exchange contract then requires the bargain to unwind: the Town would convey the 7N Property back, repay the Additional Funds and any Production Payments received, and the related mineral and agreement structure would terminate. *In plain terms, the Town cannot keep the consideration while formally using the Town itself to oppose the approved project the agreement was meant to resolve*.

Nothing in the clause precludes individual residents, Town employees, or elected officials, acting in their personal capacities, from objecting to or challenging Draco. The clause applies to formal Town action, not personal speech or resident activism, and the agreement expressly preserves the Town's police powers.

Due-diligence off-ramp (the answer to "too rushed")

A major, underused answer to the "rushed" objection is that approval would not mean immediate, unconditional closing. The exchange contract (Section 5(a)) provides a 50-day inspection period, with one possible 15-day extension (up to 65 days total), during which either Exchange Party may terminate in its sole judgment and discretion, *for any reason or no reason*. During that window the Town may review title, conduct inspections and a Phase II environmental study of the 7N Property (excluding areas tied to existing infrastructure, and subject to reasonable consent), examine floodplain/subsidence/developability issues, and terminate if the results are unacceptable.

Plain statement

A yes vote would have placed the deal under contract and preserved a roughly two-month, either-party diligence-and-walk-away window — **not an immediate, unconditional close.** Paired with the operational timeline below, this is an accurate response to the "rushed" objection: passing the agreement starts a contractual diligence-and-walk-away period rather than forcing an immediate, unconditional close.

Why timing matters

The timing pressure should not be framed as a purely Town-created rush. Per the Town FAQ and ECMC materials, Draco must be completed no later than May 2028, with all reasonable efforts made to complete by October 2027. "Must be complete" includes construction, drilling, fracking, and flowback/pre-production activities; after that point the wells would only be producing.

The FAQ states this pre-production timeline stems from the agreement reached with Southern Land/Westerly to remove their objection and is now a condition of the State/ECMC permit to operate. Enforcement would fall to ECMC and the State; the FAQ says how ECMC would treat an extension request is unknown and that Erie would petition for status in any such proceedings. The timeline is therefore not solely within the Town's control.

Because the pre-production schedule is not solely within the Town's control, the timing of a Council decision can be meaningful: any delay may carry real operational and economic consequences and may affect the value SM Energy can justify paying. This should not be overstated as an automatic expiration, and it does not mean extensions are impossible.

Why this answers "why the rush?"

If Council approves a transaction in late June 2026 and the exchange then runs through a 50-day inspection period plus a possible 15-day extension, practical closing could move into roughly late August or September — leaving a relatively short runway before the October 2027 target. This is not an automatic expiration, and extensions are not impossible, but it explains why the timing is not purely a Town-created rush.

Surface-control benefit of the 158.471 acres

The land component is often treated only as a $13.575M appraisal. That understates a separate public-interest benefit: surface control. Under the exchange structure, 7N would convey three *surface* parcels (about 158.471 acres) to Erie while reserving the minerals — but the 7N deed limits surface access for those reserved minerals to the oil-and-gas wells and related facilities already located on the property.

Separately, the Town deed conveying Erie's minerals is structured for *non-surface* occupancy to develop those conveyed mineral rights, subject to existing or separate rights and to pooling/unitization caveats.

The deal would not eliminate all oil-and-gas risk, and it would not remove existing wells or infrastructure. **But it would likely make new drilling pads, rigs, staging areas, or other new surface oil-and-gas uses on those specific parcels materially less likely than if the parcels remained operator-owned.** For residents focused on health, safety, quality of life, and future surface industrialization, this is one of the strongest pro-reconsideration points in the record — and it is one the headline appraisal number alone does not capture.

Land diligence, floodplain, and downside risk

The land is a genuine asset, but it is not risk-free, and the analysis should not present it as such.

- The Town FAQ states the appraisals account for undevelopable portions, with roughly 3.4% of the properties within the floodplain.
- The FAQ states environmental assessments have not yet been completed on the parcels and would be conducted for each before any development could move forward; coal-mine subsidence evaluation is similarly noted as pending.
- The exchange contract permits the Town to conduct inspections and Phase II environmental testing during the inspection period.
- Schedule 8(b)(ii) of the exchange contract discloses that 7N received a verbal indication that Parkdale Development may pursue condemnation proceedings in connection with relocating a regional EURV detention pond on the southernmost parcel.
- Future land use would be decided later by Council through public process and would be market-dependent; the FAQ notes no dedicated/legacy fund has been directed at this time.

These items are reasons for careful diligence — which the 50+15-day window is designed to allow — not reasons to treat the land as either worthless or guaranteed.

Health, water, air, property values, and surface-damage concerns

Resident health and safety concerns are treated here as legitimate, not hysterical, even where the legal question before Council is narrower. *The point is to provide source-based responses, not absolute guarantees.*

- **Water.** The Town FAQ states Erie will not provide water to the development and that SM Energy will purchase water from other sources.
- **Air and monitoring.** Erie has an Environmental Services Department and a BoulderAIR air-quality monitoring contract. On-premises monitoring matters because, under ECMC approval, Erie has no control at the well site; the agreement's inspection access allows monitoring at the wellhead, though it confers no regulatory authority.
- **Well construction.** The FAQ describes laterals roughly 7,000–8,000 feet below the surface, with a production bore around 8.5 inches (larger near the surface), and references State casing rules intended to protect the water table.
- **Home values and foundations.** The FAQ states that many parts of Erie are already horizontally drilled, that the Town has not seen evidence of a decline in home values, and that fracking roughly 1.42 miles underground in a hole about 12 inches wide has not been shown to cause surface consequences such as cracked foundations.

How to read this

The FAQ does not establish zero risk, and individual concerns and genuine uncertainty should still be acknowledged. What the FAQ and available public context do provide are source-based responses to broad claims — for example, that Erie has not observed an area-wide home-value decline or surface-damage pattern from horizontal drilling. The honest framing distinguishes "source-based response" from "absolute guarantee." Enforceable conditions, monitoring, ECMC oversight, BoulderAIR, and inspection access matter precisely because they have limits.

Protections already secured through the initial Draco process

The proposed transaction should be viewed against conditions already secured through the initial Draco approval. Per the Town FAQ's "what did the Town receive during the initial Draco process?" content, before the proposed sale/exchange the Town already secured or supported ECMC-approved conditions, including:

- Condensed occupancy — no occupancy of residential lots within 2,000 feet of the Draco development until May 2027, to allow drilling and completion operations.
- A finite pre-production timeline, with reasonable efforts to conclude by October 2027 and an outside date around May 13, 2028.
- Continuous air-quality monitoring around the Draco Pad, with alerts and response to exceedances.
- Monitoring of six plugged-and-abandoned wells within the DSU, including soil-vapor testing and prompt response to detected issues.
- Landscaping and visual mitigation around the Draco facility.
- Traffic studies and mitigation measures.
- Paving of the County Road 6 segment connecting County Roads 5 and 7, to shorten transit and avoid additional traffic by Erie High School.
- Plugging and abandonment of 22 existing wells and closure of 18 associated facilities, with equipment removal and site reclamation, mostly in western Erie.

County Road 6 paving should therefore be treated carefully in this analysis. The Town FAQ lists paving the County Road 6 segment between County Roads 5 and 7 as a benefit secured through the initial Draco process, not solely as new consideration created by the mineral-rights exchange. The proposed Agreement Regarding Draco Pad also includes a contractual operator commitment for that paving, subject to approvals. Accordingly, this analysis treats

County Road 6 paving as an existing Draco-process condition that is also reflected in the proposed agreement, rather than as a wholly new incremental benefit of the mineral-rights transaction.

These conditions do not eliminate all resident concerns, but they show the public-benefit picture is broader than the mineral sale alone: Erie already obtained operational, environmental, traffic, and public-impact conditions, and the proposed transaction would add a separate economic, land, surface-control, and future-revenue package.

Use of proceeds and land optionality

Per the Town FAQ, cash proceeds from a sale would go to the Town's General Fund and be allocated through the annual budget process approved by Council. The money is not pre-committed to the airport, a specific road project, or any other earmark; future allocation would be a public budget decision. This responds to a recurring concern that proceeds are already spoken for.

If the transaction closes, Erie would also receive land assets that create future public-policy optionality. Possible future uses — subject to Council action, public process, legal review, planning review, site and utility analysis, environmental due diligence, and appropriate affordability covenants — could be dedicating or conveying a portion of Town-owned land for affordable or workforce housing. That would not require the Town to become the housing developer. Erie could potentially use land value as its contribution while requiring a qualified nonprofit or development partner, such as Habitat for Humanity or another qualified entity, to deliver deed-restricted housing with enforceable affordability commitments for community-serving workers and income-qualified residents. Additional open space is also a possibility. This is framed as optionality created by acquiring land, not a promise or a current deal term.

ECMC data-integrity issue: relevance and limits

Some residents have amplified an ECMC data-integrity enforcement matter involving falsified remediation/lab data and suspended penalties. Official ECMC materials confirm a broader data-integrity investigation involving multiple consultants and operators, including Civitas/legacy entities. The record currently provided does not show this issue is Draco-specific. It reinforces why enforceable conditions, monitoring, inspection rights, remediation commitments, and transparency matter; it does not, by itself, establish that rejecting the Draco agreement better protects Erie.

Hard questions versus unsupported allegations

Residents can and should ask hard questions about process, conflicts of interest, procurement, market testing, executive sessions, valuation, and public notice. Those are legitimate public-trust issues, and this analysis treats them as such throughout.

A separate category has appeared in public discussion: allegations of bribery, secret payments, corrupt personal influence, a councilmember "payoff," spouse or social-group motives, or the idea that a changed vote is itself proof of corruption. **Those are serious claims, and serious claims require evidence.**

Where the record stands

In the current source set, no documentary evidence has been provided establishing bribery or secret payments to any councilmember. Hard questions about process and conflicts deserve answers. Unsupported claims of bribery or secret payments require evidence; without it, they should not be treated as facts, and they risk obscuring the legitimate issues residents are asking Council to address —

while making neighbors more divided. This analysis does not repeat such allegations as fact and does not single out individual commenters.

New public feedback since reconsideration was announced

The themes below were identified through an AI-assisted review of public comments and screenshots of selected public Facebook and LinkedIn discussions (updated June 20), plus written Town comments. They reflect public sentiment and issue-spotting — not polling, and not proof that each underlying claim is correct. For each theme: what residents are asking, what the public record says, and what remains unresolved.

Theme	What residents are asking	What the public record says	What remains unresolved
1. Reconsideration legitimacy	Is it proper for a prior no voter to reopen the vote so soon?	Rule 7.4(f) expressly permits reconsideration at the same or next meeting by a prevailing-side voter; the tie made “no” the prevailing side.	Town Attorney/Clerk should confirm notice, agenda, and ordinance mechanics for a reconsidered ordinance.
2. Public vote / referendum	Why isn’t this decided by a vote of residents?	The matter appears to be a Council contract/property decision on a noticed agenda, with comment, deliberation, recorded vote, and electoral accountability.	Whether a referendum/ballot mechanism is legally available and timely is a question for Town counsel.
3. Alameda / Owens / fee / procurement / market testing	Was Alameda no-bid; did it actually solicit offers; should it be terminated?	Professional services may not require formal bidding; the Town FAQ includes a June 10 market-testing table; and Owens’ public account states that 25 firms were solicited, 19 declined, and the top third-party offer was about $5.5M.	Additional selection documentation, conflict management, fee timing, and the bid file’s completeness and timing should be published.
4. No forced pooling / SB24-185 / does “no” stop Draco?	Doesn’t keeping our minerals stop or shrink Draco?	Leverage is real; FAQ says “must be avoided” is untested and SM may drill around or abandon some minerals; Town share ≈ 2.7%.	The actual physical/economic effect of avoidance is the pivotal uncertainty and should be quantified as far as possible.
5. Lease vs sale	Why sell instead of lease and keep ownership?	Prior lease offers were reviewed and declined; the package is broader than a lease; best lease/royalty	Town should explain why leases were declined and compare values on a risk-

Theme	What residents are asking	What the public record says	What remains unresolved
		alternative ≈ $13.2M vs the SM/7N package.	adjusted, present-value basis.
6. Health, water, air, property, foundations, gardens, schools	Is this safe for our families, homes, and land?	FAQ: Erie provides no frack water; monitoring via BoulderAIR; laterals ~7,000–8,000 ft deep; no observed area-wide value decline or foundation damage.	Source-based responses, not zero-risk guarantees; monitoring and ECMC oversight have limits that should be acknowledged.
7. Timeline / rush / due diligence	Wasn't this rushed, and would approval lock Erie in immediately?	Exchange contract gives a 50-day inspection period + one 15-day extension, either party may terminate for any/no reason; pre-production timeline is an ECMC/State condition.	Town should explain that approval starts diligence rather than forcing an immediate, unconditional close.
8. Valuation skepticism and the $465M figure	Is the "up to $465M" number real?	That figure is consultant/advocacy framing; defensible tiers are ~$18.075M at-closing, ~$25.5M contingent, ~$43.6M nominal direct.	Present value and risk-adjusted value should be shown; the speculative tax range kept separate from deal value.
9. Unsupported bribery / corruption allegations	Was a councilmember paid off or pressured?	No documentary evidence of bribery or secret payments has been provided in the source set.	Conflict-of-interest and procurement questions are legitimate and answerable; unsupported allegations are not treated as fact.
10. Personal attacks and civility toward Council Member O'Connor	Is it fair to attack the member who reopened the vote?	Public record shows he requested reconsideration as a prior no voter; some comments object to the vitriol directed at him.	Civility supports a cleaner public process; motive speculation is not evidence.
11. Pro-reconsideration / responsible deliberation	Isn't a second, more informed look reasonable?	Reconsideration allows public comment and deliberation and can build a cleaner record; many comments frame it as thoughtful and duty-consistent.	Value depends on Council actually clarifying process, valuation, and "avoid minerals" questions.
12. What Erie gains or loses under no deal	If we say no, what do we keep and what do we give up?	Erie keeps already-leased royalties and baseline ECMC/Town conditions; it	The practical protection actually gained by a no

Theme	What residents are asking	What the public record says	What remains unresolved
		forfeits the negotiated new package (land, cash, 3% interest, added P&A, inspection, and surface control). County Road 6 paving should be treated separately because it appears to be an initial Draco-process condition also reflected in the proposed agreement.	vote remains the core open question.

Recommended public clarifications

- Confirm whether SM/7N/Extraction will still transact, and on what terms.
- Confirm the operative agreement includes the 3% production payment after 200% payout, and explain what changed from earlier (2%) versions.
- Explain what “avoid Town minerals” likely means in practice — what can be known now and what remains uncertain.
- Publish or summarize Alameda’s market-testing file: companies contacted, offers received or declined, and why the SM/7N package was superior or non-comparable.
- Explain how Alameda was selected and documented under the purchasing policy in effect at the time, and how the prior Civitas/Extraction relationship was disclosed and managed.
- Publicly confirm the Alameda fee mechanics, including timing of payment, whether contingent future value is invoiced only if/as received, and how net-of-fee proceeds are calculated.
- Explain the anti-objection clause and the preservation of individual speech and Town police powers.
- Explain the 50+15-day due-diligence window and that approval would not, by itself, eliminate the Town’s ability to terminate during diligence.
- Explain land risks: appraisals, floodplain (~3.4%), coal-mine subsidence, pending environmental assessments, the Parkdale/EURV condemnation disclosure, and any development limitations.
- Identify the P&A wells and timelines, distinguishing baseline ECMC obligations from additional negotiated obligations, and any financial assurances/bonding.
- Use a tiered valuation that distinguishes defined, contingent, hard-to-price, and speculative value, and avoid inflated headline figures.
- Feature the Town Draco Well page and FAQ conspicuously in any public materials, and continue updating them as clarifications are made.

Conclusion

Based on the current public record, a narrow, process-respecting reconsideration is defensible. The June 16 no vote did not approve the agreement and may have preserved some municipal mineral leverage, but it did not clearly stop Draco, which is expected to substantially proceed in some form under existing ECMC approval.

That does not mean the agreement is perfect, and it does not mean resident concerns should be minimized. It means the public record should not treat a 3–3 vote as a fully informed final policy resolution while the most important practical question remains unsettled: *whether Erie gained meaningful practical protection by saying no, or simply gave up the negotiated package while Draco is still expected to proceed*.

The public record now supports a stronger case for reconsideration than it did a week ago, for reasons that have nothing to do with any back-room reversal:

- Rule 7.4(f) expressly permits reconsideration, and the official rule text is now in hand.
- A prior no voter requested it, placing it squarely within the rule.
- The same agreement and exchange documents remain on the table.
- Public comment and deliberation are available, with a noon June 22 written-comment deadline and live comment June 23.
- The consequences of "no deal" remain genuinely uncertain.
- The agreement bundles defined value, contingent value, additional P&A, inspection access, and a real surface-control benefit. County Road 6 paving remains relevant, but it should be treated as an initial Draco-process condition also reflected in the proposed agreement, not as purely new incremental consideration.

Approval should not be framed as predetermined in legal terms; no future vote is settled. But with a prior no voter requesting reconsideration, approval is now a realistic and perhaps likely outcome if the prior yes votes hold. If the agreement remains available, there is a strong public case for deciding it on a clearer record — and, on that record, approving it appears likely to serve Erie's practical best interest compared with rejecting it and accepting uncertainty about what protection was actually gained.

The best path is not to argue residents were wrong to be concerned. It is to answer the concerns openly, distinguish hard value from contingent and speculative value, clarify the process and Alameda questions, and decide on a record residents can understand. If the deal is approved, the Town should keep clarifying process questions and should not treat approval as the end of public accountability. If it is not approved, the Town should explain what protections, monitoring, leverage, and alternatives remain.

Appendix A — Integrated source list

This V5.2 appendix lists approximately 70 source entries. The count includes official Town records, agreement documents, meeting materials, public comments, regulatory materials, public reporting, public and social-media context sources, and AI-assisted comment analyses. It does not include private communications or internal strategy notes.

This appendix integrates the working source list into the public analysis. It builds on the June 19, 2026 standalone source appendix (71 listed entries) and adds the new June 20 source materials incorporated in V5.2. The reconciled V5.2 count is approximately 70 because exact duplicates and placeholder entries were consolidated while distinct snapshots, public-comment analyses, and June 20 sources were retained where they served separate source functions. Primary public records, agreements, and Town/regulatory materials control over summaries, articles, advocacy materials, or social-media comments. Social-media and public-comment materials are used for themes and public concerns, not as proof that each factual claim is correct. Links may change; if a link fails, search by title, meeting date, file number, or attachment name in the Town of Erie Legistar/CivicPlus portals. Figures drawn from the Town FAQ should be rechecked against the live FAQ before public reliance, because the Town may update its answers.

A. Core Town and Council transaction materials

Town of Erie Draco Well / Mineral Rights page (primary Town source) — https://www.erieco.gov/2657/Draco-Well

Draco Well Pad & Mineral Rights FAQ (live page) — https://erieco.gov/m/faq?cat=103

Town FAQ PDF snapshot — "Frequently Asked Questions - CivicPlus.CMS.FAQ.pdf" (uploaded PDF snapshot preserving the live FAQ as of June 20, 2026; live FAQ also linked above)

Town News Flash / CivicSend — "Town Mineral Rights to be Reconsidered – June 23" — https://www.erieco.gov/m/newsflash/home/detail/3132

Town Council to Consider Mineral Rights Agreement — CivicSend notice (June 16) — https://erieco.gov/CivicSend/ViewMessage/message/292036

Ordinance No. 028-2026 (proposed exchange/Draco agreement) — https://erie.legistar.com/View.ashx?GUID=87CBA520-9907-4E67-838F-4A94BB727939&ID=15522509&M=F

File 2026-394 — Ordinance 028-2026 legislation detail — https://erie.legistar.com/LegislationDetail.aspx?GUID=B7AE07A9-D516-4473-9673-D5932C1B9C9B&ID=7808060

Contract to Exchange Real Property and Mineral Rights — https://erieco.gov/DocumentCenter/View/24499/Contract-to-Exchange-Property-and-Mineral-Rights

Agreement Regarding Draco Pad (clean amended 3% version — controlling) — https://erieco.gov/DocumentCenter/View/24500/Agreement-Regarding-Draco-Pad

Agreement Regarding Draco Pad — redline / amended production-payment redline — https://erie.legistar.com/View.ashx?GUID=687F89C3-DF8A-43BF-AC4C-8A4B281521A2&ID=15522507&M=F

Council Member Hoback comments attachment (June 16) — https://erie.legistar.com/View.ashx?GUID=032AA0E8-1944-46A5-94D9-7EE5C473712E&ID=15524661&M=F

B. Public meetings, agendas, videos, and public comments

Town of Erie Legistar meeting calendar — https://erie.legistar.com/calendar.aspx

April 21, 2026 Draco public meeting — CivicSend notice — https://erieco.gov/CivicSend/ViewMessage/message/287998

June 2, 2026 Town Council Study Session — agenda packet — https://erie.legistar.com/View.ashx?GUID=892FCB94-3BCF-4E50-8A33-E9DDADC22C48&ID=1369750&M=A

June 2, 2026 Draco presentation — final — https://erie.legistar.com/View.ashx?GUID=5D3448A9-07F9-4429-9EC9-CDDFD10CE9A0&ID=15522504&M=F

June 2, 2026 Study Session video — https://www.youtube.com/watch?v=fOfKKvwLaBo

June 16, 2026 Special Meeting — agenda — https://erie.legistar.com/View.ashx?GUID=5D6EC80F-9A53-4C1F-A0C5-4FA5D1FAA10A&ID=1422626&M=A

June 16, 2026 Special Meeting video — https://www.youtube.com/watch?v=rwglNCEaviQ

June 23, 2026 agenda and agenda packet — Town agenda packet as posted June 18, 2026 (uploaded PDF in source set; may predate the reconsideration item)

Mineral sale public comments — June 3 to June 11 — https://erie.legistar.com/View.ashx?GUID=9A355BC6-2EFE-4D60-AB99-AC334DF10FBC&ID=15524659&M=F

Mineral sale public comments — June 12 to June 15 — https://erie.legistar.com/View.ashx?GUID=AE99488F-204A-4B3E-8CF3-5BE55CBDAB9E&ID=15524660&M=F

April 21, 2026 Town Council Special Meeting video — https://www.youtube.com/watch?v=il9L0RRiXQg

June 9, 2026 Town Council video (executive-session dispute context) — https://www.youtube.com/watch?v=Sh-xnpIjt08

C. Governance, procedure, and legal-background materials

Official Rules of Order — "Resolution No. 23-149 / Town Council Rules of Order and Procedure" (uploaded PDF; Rule 6.7 tie, Rule 7.4(f) reconsideration)

Town Council Rules of Order & Meeting Procedures (1001.2025) — https://erie.legistar.com/View.ashx?GUID=0BA291E6-D278-45A9-904F-639F2507B07B&ID=14898034&M=F

Town of Erie Home Rule Charter — https://erieco.gov/DocumentCenter/View/18769/Proposed-Home-Rule-Charter

Erie Municipal Code — Municode library — https://library.municode.com/co/erie/codes/code_of_ordinances

SB24-185 — Protections for Mineral Interest Owners / Forced Pooling — https://leg.colorado.gov/bills/sb24-185

Boulder County news release on SB24-185 — https://bouldercounty.gov/news/new-legislation-protects-county-owned-minerals/

Resolution 25-167 adopting amended Town Council Rules (Oct. 28, 2025) — https://erie.legistar.com/View.ashx?GUID=0094493E-747B-41C9-B6BC-5E916FA57F26&ID=14898032&M=F

Erie Municipal Code — Town webpage entry point — https://library.municode.com/co/erie/codes/code_of_ordinances

D. Alameda Mineral Advisors — selection, scope, and fee materials

Alameda Mineral Advisors — Mineral Valuation Representation Proposal (File 25-659) — https://erie.legistar.com/View.ashx?GUID=7E0B8DDE-FB72-4FEB-9F1B-9A42020AB064&ID=15030462&M=F

Alameda Mineral Advisors — Agreement for Professional Services and Scope of Work (File 25-659; 7.5% of Aggregate Value, capped at $4.5M) — https://erie.legistar.com/View.ashx?GUID=B02D6DBD-BDF7-4C6F-B121-A0D43B04C985&ID=15030463&M=F

Dec. 16, 2025 Town Council meeting detail — File 25-659 — https://erie.legistar.com/MeetingDetail.aspx?GUID=CCD00F37-884A-460E-A418-866D43A07107&ID=1246020

Draco FAQ — Alameda fee / conflict-of-interest answers — https://erieco.gov/m/faq?cat=103

E. Purchasing policies

April 2025 Town Purchasing Policy — "Updated Purchasing Policy.pdf" / Ordinance No. 015-2025 (uploaded PDF; version most likely relevant to the December 2025 Alameda engagement)

April 2026 Town Purchasing Policy — "Purchasing Policy.pdf" / Ordinance No. 021-2026 (uploaded PDF; later version, not to be applied retroactively unless shown relevant)

F. Regulatory, operator, and project-background materials

Colorado Energy & Carbon Management Commission (ECMC) public website — https://ecmc.state.co.us/

ECMC data-integrity investigation press release — https://ecmc.colorado.gov/press-release/state-regulatory-agency-takes-enforcement-action-following-investigation-into-the

ECMC Special Projects page — https://ecmc.colorado.gov/data-maps-reports/special-projects

Draco Pad project page — operator/community relations — https://civitascommunityrelations.com/dracopad

Colorado Sun — regulators sign off on Erie Draco drilling — https://coloradosun.com/2025/03/27/oil-and-gas-erie-draco-pad-civitas/

Boulder Weekly — Draco Pad approved (March 2025) — https://www.boulderweekly.com/news/boco-briefly/draco-pad-approved-march-26/

350 Colorado — ECMC and Draco Pad coverage — exact article URL not available in current source set (OCR-truncated); publication: 350colorado.org — exact URL to be confirmed

G. Public reporting and commentary considered

Broomfield Enterprise / Daily Camera — Julia King, "Erie Town Council could reverse its vote on deal tied to Draco oil and gas project" (June 20, 2026) — https://www.broomfieldenterprise.com/2026/06/20/erie-draco-oil-gas-vote-again/

Matt Owens LinkedIn article — "Erie Town Council Had a Choice: Up to $465 Million or Nothing. They Chose Nothing." (and its comment thread) — consultant/advocacy account — https://www.linkedin.com/pulse/erie-town-council-had-choice-450-million-nothing-chose-matthew-owens-6yi2c/

Yellow Scene — Mineral-rights deal fails as council majority breaks — https://yellowscene.com/2026/06/17/erie-mineral-rights-deal-fails-as-oconnor-breaks-from-council-majority/

Yellow Scene — Erie mineral rights deal advances largely out of public view — https://yellowscene.com/2026/03/23/erie-mineral-rights-deal-advances-largely-out-of-public-view/

Yellow Scene — Erie residents demand answers before pivotal mineral-rights vote — https://yellowscene.com/2026/06/13/erie-residents-demand-answers-before-pivotal-mineral-rights-vote/

CBS Colorado — Erie reaches tentative deal on mineral rights — https://www.cbsnews.com/colorado/news/colorado-town-council-tentative-deal-mineral-rights-oil-gas-drilling/

Colorado Hometown Weekly — Erie leaders split on mineral-rights negotiation — https://www.coloradohometownweekly.com/2026/04/22/erie-leaders-split-on-what-mineral-rights-negotiation-could-mean-for-draco-project/

Yellow Scene — Draco Well Pad proposal approved 4-1 — https://yellowscene.com/2025/03/28/draco-well-pad-proposal-approved-4-1/

Yellow Scene — Erie mineral rights hearing divides council — exact article URL not available in current source set (OCR-truncated); publication: yellowscene.com — exact URL to be confirmed

Yellow Scene — Erie Council clash after executive-session vote — exact article URL not available in current source set (OCR-truncated); publication: yellowscene.com — exact URL to be confirmed

Yellow Scene — Over 100 Erie residents sign letter to Attorney General — exact article URL not available in current source set (OCR-truncated); publication: yellowscene.com — exact URL to be confirmed

Yellow Scene — Attorney General's Office to review Erie residents' complaint — exact article URL not available in current source set (OCR-truncated); publication: yellowscene.com — exact URL to be confirmed

H. Community, advocacy, and social-media materials considered as context

Used for themes and public sentiment, not as proof of factual claims.

Erie Protectors — ECMC approves Draco OGDP — https://erieprotectors.com/2025/03/ecmc-approves-draco-ogdp/

Erie Protectors — ECMC data-falsification penalty article — https://erieprotectors.com/2026/06/ecmc-sets-aside-7-7-million-in-penalties-over-falsified-spill-data/

Colorado Rising — ECMC approves Draco Project — https://corising.org/2025/03/26/erie-draco-ecmc-approval/

Town of Erie official Facebook — posts and reconsideration announcement — https://www.facebook.com/townoferiecolorado/

Erie Protectors — Draco DSU map — https://erieprotectors.com/maps/draco/

Town of Erie Instagram — June 2 public meeting notice — https://www.instagram.com/townoferiecolorado/

Reddit r/ErieCO — Erie mineral-rights discussion threads — https://www.reddit.com/r/ErieCO/

Erie Colorado (Moderated) Facebook discussion screenshots — author-provided public screenshots; theme/sentiment only

I. AI-assisted comment analyses and user-provided working files considered

Used for themes and sentiment, not as proof of factual claims; no private communications are included.

Updated LinkedIn Comment Analysis — Matt Owens article (June 20, 2026) — author-provided analysis of the public LinkedIn comment thread

Updated Erie Draco Facebook Comment Analysis (June 20, 2026) — author-provided analysis of public Facebook discussion screenshots

Mineral Sale Public Comments — June 3–11 and June 12–15 — Town public-comment PDFs

Council Member Hoback comments — June 16 — Town/Council public comments

Prior public analysis V4.2 — June 19, 2026 — base for this version

June 19, 2026 standalone Source Appendix (71 listed entries) — baseline source list reconciled into this appendix

Materials intentionally not treated as independent public source citations

Private communications are not cited or relied on anywhere in this analysis. Draft strategy notes and internal AI work product are not independent facts; they are synthesis derived from source materials. News articles, advocacy posts, public comments, and social-media discussions are used for context, framing, and public-sentiment analysis unless the factual point is independently confirmed in primary records. This source list should be updated as additional official records, meeting videos, signed agreements, final minutes, or ECMC records become available. Please email any additional and verifiable source references to Braun@BraunMincher.com.

June 22, 2026 | V5.2 — public-facing analysis. Not legal advice; procedure to be confirmed by Town counsel and/or the Town Clerk.

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

Please submit any written comments for the Town Council before **12 p.m. on June 22** for the comments to be provided in the Council materials packet.

Residents can also provide comment in person or online for the meeting. Attend in person at 645 Holbrook Street in Council Chambers (capacity is limited) or participate online at www.erieco.gov/CouncilMeeting.

Full Name	Molly Sabatino
City/Town of Residence	Erie
Email	molly.sabatino7@gmail.com
Your Comment	Please do not sell our mineral rights.

Meredyth Muth

From: Charlyn Morrison <cellison25@yahoo.com>
Sent: Friday, June 19, 2026 3:58 PM
To: Council Mail
Subject: Draco

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Town Council,

I am writing to request that the Council Members reconsider their vote on Ordinance 028-2026: Authorizing the Sale of Minerals.

I understand that Draco is going to happen - with or without this agreement - and it is in the best interests of the Town and its residents to APPROVE THIS DEAL!

Sincerely,

Charlyn Morrison

Meredyth Muth

From: Tim <tjmueller99@comcast.net>
Sent: Sunday, June 21, 2026 8:42 AM
To: Council Mail
Subject: Erie Mineral Rights

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Council Members,

I have reviewed the proposed deal to sell Erie's mineral rights and I fully support the approval to sell our mineral rights.

Respectfully,
Tim Mueller
Resident of Erie
Sent from my iPhone

Meredyth Muth

From: John M <johnmund@gmail.com>
Sent: Friday, June 19, 2026 6:18 PM
To: Council Mail
Subject: Draco well and Erie's mineral rights

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Council Members,

I have reviewed the proposed deal to sell Erie’s mineral rights and I fully support the approval to sell them.

Let’s not leave significant funds on the table as a pointless protest

John Mund

1896 Southard St

Erie, CO 80516

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

Please submit any written comments for the Town Council before **12 p.m. on June 22** for the comments to be provided in the Council materials packet.

Residents can also provide comment in person or online for the meeting. Attend in person at 645 Holbrook Street in Council Chambers (capacity is limited) or participate online at www.erieco.gov/CouncilMeeting.

Full Name	N Tollefson
City/Town of Residence	Erie
Your Comment	I strongly oppose the sale of Erie's municipal mineral rights for the SM Energy/Civitas Draco pad. A decision of this size, involving public assets and millions of dollars, should be handled with full transparency, public accountability, and a competitive process. Residents deserve to know every option has been carefully evaluated and that public health, environmental safety, and long-term community impacts are being prioritized over a one-time payout. Oil and gas development near residential areas raises serious concerns about air quality, water safety, public health, noise, traffic, and property values. Please do not reconsider or revive this sale. Erie should retain its municipal mineral rights and use every available tool to protect residents, the environment, and the long-term future of our town.

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

Please submit any written comments for the Town Council before **12 p.m. on June 22** for the comments to be provided in the Council materials packet.

Residents can also provide comment in person or online for the meeting. Attend in person at 645 Holbrook Street in Council Chambers (capacity is limited) or participate online at www.erieco.gov/CouncilMeeting.

Full Name	Nancy Shannon
City/Town of Residence	Erie
Email	njs.mi.usa@gmail.com
Your Comment	I think leasing the mineral rights is the best option. But since our only choice is to sell or do nothing, I support selling mineral rights because the project is going to happen regardless of what we do at this point.

Meredyth Muth

From: kelly geiger <kellygeiger88@gmail.com>
Sent: Sunday, June 21, 2026 7:32 AM
To: Council Mail
Subject: Draco

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Council,

I'm happy to have seen the official communication that Draco is being reconsidered.

I want to be absolutely clear that my hope is this agreement passes and we can be compensated for drilling that will happen anyway, we can have oversight over operations which we otherwise wouldn't have, and we receive some plugging of wells, which we otherwise wouldn't have.

Bringing this topic up again is brave. You received some feedback previously not to pass this. The elephant in the room of Erie is the well known fact that many people feel intimidated to speak their opinion if it deviates from an extremist left wing view.

We are blessed in this town with individuals who support the campaign of Emily, Anil, and Dan who send death threats, write media hit pieces, and voraciously attack their opponents lives through work complaints and social media to suppress altering opinions in this town.

We know they collaborate with Dan, Anil, and Emily and we know that the three of you collude to conduct the bidding of these groups, like preventing executive session votes.

Websters dictionary defines terrorism as:

the systematic use of terror especially as a means of coercion

terror is further defined as

a state of intense or overwhelming fear

Both of these conditions are met by the groups that support these unscrupulous people.

I remember a time In the USA when the line in the sand was drawn.

We Don’t Negotiate With Terrorists.

Hopefully you do too.

Kelly Newhouse

Meredyth Muth

From: malachi o'neill <23oneill@protonmail.com>
Sent: Monday, June 22, 2026 10:24 AM
To: Council Mail; Anil Pesaramelli; John Mortellaro; Dan Hoback; Brandon Bell; Emily Baer; Brian O'Connor; Andrew J. Moore
Subject: SM Energy/Draco

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Erie Town Council -

Please take the SM Energy deal.
We could use those funds to secure open space and continue to create Erie into the beautiful area we all want it to be.

I am not alone, representing many family and friends who feel the same way.

Thank you very much.

Malachi

O'Neill
720.314.0595

Sent with Proton Mail secure email.

Meredyth Muth

From: Jennifer Ott <jennyott4@gmail.com>
Sent: Monday, June 22, 2026 11:33 AM
To: Anil Pesaramelli; Emily Baer; Council Mail
Cc: John Mortellaro; Brandon Bell; Dan Hoback; Andrew J. Moore; Brian O'Connor
Subject: Ordinance 028-2026 - Council Vote – the Sale of Town Minerals

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Anil and Emily,

I realize things have not gone how we would have preferred with this agreement for the Draco pad, however, it is your fiduciary responsibility to do what's best for the Town of Erie at this time. What is best is to move forward with the selling of the Town of Erie mineral rights. This way the Town can profit over activities that are going to happen no matter what and we can have more oversight, which means things will be done more safely and more wells will get plugged and abandoned. I understand how difficult this can be. There's a lot of fear mongering out there, and people are thinking with feelings and not facts. The fact is these wells will be drilled and it's your fiduciary responsibility to do what's in the best interest of the Town of Erie. It is not in the Town of Erie's best interest to hold our minerals hostage. I strongly encourage you to please vote yes on this as it will make your names go down in history as helping boost Erie for many years to come. Doing nothing and getting nothing will put a black mark on your time of service here in the Town of Erie. Voting yes and setting our Town up for success financially and for safety with these additional checks at the wellsite and additional wells getting plugged and abandoned will be taken very seriously and appreciatively. I realize we do not like how we got to the situation we are in, but unfortunately, it is what it is and is in the past, but you can help the future look brighter please support this.

Please stop listening to irrational people that do not understand oil and gas and are being vocal based off fear and not facts. You are both very smart individuals who can look at the facts and understand that the town council needs to move forward with the sale. I appreciate your time and trust you will make the right decision for our Town moving forward and will not use this as a publicity stunt for political gain.
Even though it is scary to speak out in support of the Draco pad, in the past I have spoken up at the Colorado Energy & Carbon Management Commission meeting at Erie Middle School and virtually during a Town Council meeting. Unfortunately, I am unable to attend the meeting on Tuesday night but please let my voice be heard. I sincerely hope all Councilmembers will vote yes.

I am glad this is being reconsidered by the Town Council. Thank you for making Erie an even better place to live.

Sincerely,
Your Neighbor, Jennifer Ott

Meredyth Muth

From: Matt Ott <matt.ott3@gmail.com>
Sent: Monday, June 22, 2026 11:01 AM
To: Council Mail
Cc: Andrew J. Moore; Brian O'Connor; Emily Baer; Anil Pesaramelli; Dan Hoback; Brandon Bell; John Mortellaro
Subject: Erie's Mineral Interest in the Draco DSU

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

To the Erie Town Council,

My name is Matt Ott. I am a recently retired oil and gas executive, and I live here in Erie with my wife and two children. I mention my employment status in order to calm any fears that I may somehow gain from my opinions here. I am no longer involved in the oil and gas industry, and despite spending most of my career in Colorado, I have never worked for a company that had oil and gas operations in Colorado. I personally seek to gain nothing from the Draco pad development and/or what the Town decides to do with its unleased mineral interests in the Draco drilling spacing unit ("DSU") (the "Minerals"). I have no affiliation with SM Energy or any of the parties involved. I do not hold or seek to hold any political office, etc., etc. I went to college and played baseball with Matt Owens, the principal of the Town's consultant Alameda Mineral Advisors. We have not seen or spoken to one another since we graduated in 2008. Up to now, I have been following the Draco pad and the Minerals in the project from the sidelines, but after last week's vote on selling the Minerals, I felt I could no longer stay quiet. I have extensive knowledge of the oil and gas industry, and I have nothing to gain or lose based on the outcome (besides what any other Town of Erie resident would gain or lose) so, hopefully the Council will take my opinions here for what they are - the unbiased opinions of an industry expert, but also a Town of Erie resident.

My family and I live in the Rex Ranch at Flatirons Meadows neighborhood which will be smack dab in the center of the new Draco pad drilling project. I graduated from the Colorado School of Mines in 2008 with a Bachelor of Science degree in Petroleum Engineering. After college, I went to work for an oil and gas operator based out of Carpinteria, California between Ventura and Santa Barbara. That company had oil and gas wells on offshore platforms in the Santa Barbara channel, as well as onshore assets on the beach in Ventura, and in downtown Beverly Hills which shared a wall with Beverly Hills High School. I was responsible for engineering well work to drill and complete new wells as well as to work on wells once they were on production in some of the most environmentally sensitive, regulated, and politically heated conditions in the United States. After that, I went to work for an operator based out of Denver with oil and gas operations in North Dakota. I spent more than 9 years at that company. When we sold the company a couple months ago, I was the President, which meant I had my hand in every aspect of the company. From operations (engineering the drilling, completions, and workovers of wells, surface facilities, pipelines, etc.), to Land (leasing and buy outs of Mineral Interests, pooling of the same, surface and mineral landowner relations), to reservoir engineering (economics of the oil and gas in our leased and/or owned mineral interests), to acquisitions and divestitures (buying and selling of companies and assets amongst other oil companies). We drilled and fracture stimulated horizontal wells very similarly to what SM Energy is proposing to do from the Draco pad. I am very aware of the risks associated with drilling and fracture stimulating horizontal wells.

I am not very active on social media, but I have been on it enough over the last several months to understand that the Town is very passionate and divided about the Draco pad development and now, more specifically, what to do with the Minerals. I can empathize with our community when it comes to oil and gas development in our neighborhoods. The industry has received a bad rap over the years - some of it warranted, some of it not. And then when you are talking about having that same industry develop in and amongst our houses, schools, parks, etc., I understand why people would push back on new oil and gas wells. At the same time, I have seen first-hand how safe and effective drilling and completion operations have become. Additionally, it is my opinion, based on the facts, that new wells will be drilled from the Draco pad regardless of what the Town does with its Minerals. The Minerals are a small (roughly 2.8%) part of the total ~3,951-acre Draco DSU and situated in the DSU such that in the most conservative case, SM Energy could drill some of the wells shorter and stop them before they get to our Minerals. This is not a good thing for us. The surface impacts of the Draco pad and wells will still be felt, but the Town will receive no monetary compensation for our Minerals. Shortening the wells will have next to no impact on the safety and environmental impacts of the project, and our Minerals will be stranded until/unless someone drills more wells to access them which will only add to the surface and environmental impacts. In addition to losing out on the monetary proceeds of selling or Minerals or leasing them and having them be developed, we lose out on other real, tangible benefits that are currently on the table with the SM proposal.

The plugging and abandonment ("P&A") of 17 additional wells amongst our community is a huge win for our community. Again, the new Draco wells will be drilled, so taking those off the table is not an option. Knowing that, we should try to get as many of these old wells P&A'd as possible. In full transparency, I was supportive of the Draco pad development for the simple fact that you are getting 26 new wells that are all consolidated on one pad, with new equipment, state-of-the-art monitoring and safety systems, and will be extremely valuable to the operator. And in exchange, they are going to have to P&A 22 old wells that are spread across our community. A lot of times these are single well pads, so you are talking about potentially 22 pads spread around us vs. having 1 pad with 26 new wells. Typically, these old wells do not make much oil and gas anymore and are equipped with older equipment which is more prone to leaking, and because they were drilled prior to our setback laws going into effect, they are in much closer proximity to homes, schools, and parks than a new well can be. When it comes to the discussion of property values of homes near oil and gas wells, I do not doubt that home values are affected when a well is visible. So why not get rid of the 22 wells that SM is required to with the Draco pad development plus another 17 that they are offering with this proposal for our Minerals? It is hard to put monetary value on the additional 17 P&A wells, but the other components of SM's offer are easier to conceptualize.

SM's offer to purchase the Town's leased and unleased minerals breaks down to the below:

- $4,500,000 upfront cash payment
- 3% production payment after a 2x capital recovery – I have not personally modeled what this could be worth, and it is highly dependent on the oil price you assume out in the future. The 2x capital recovery is on a well-by-well basis which is a good thing. This just means that if SM spent a lot more capital on a well or two and/or had worse production from a handful of wells, it wouldn't drag down the other good wells. Alameda is saying this could be worth $25,500,000. They are qualified to evaluate this type of structure. I would be happy to review their work and/or generate my own estimate if the Town desires.
- 158 acres of surface land in the Town of Erie – using the independent appraisal of $13,575,000. Potentially higher value once this is developed

- Road widening and paving on County Road 6 – I am not qualified to put a value on this
- Permanent on-site inspection rights at the Draco pad. This is a good thing for the Town to have that they would not normally get. While there are already a lot of safety and environmental regulations in place, it never hurts to be able to do inspections yourself.
- The P&A of an additional 17 older wells in addition to the 22 that SM has to P&A per the ECMC as discussed above. It is hard to put a value on this as getting rid of these 39 older wells has numerous benefits.

All in all, the total value being offered by SM is around $45,000,000 and the next best offer we received was for $5,502,500 and did not include the P&A of the additional 17 wells, the road widening, or the permanent inspection rights. Even if the 3% production payment never kicks in, we are still receiving 3x more value from SM than the next highest bidder offered.

In summary, the Draco wells are going to get drilled regardless of what the Town decides to do with its Minerals. Any potential changes to the wells due to the Town holding out on their unleased Minerals will have a minimal effect on the health, environment, and safety of the project, and we will lose out on millions of dollars of benefits that we could have received by monetizing our Minerals including the expedited P&A of an additional 17 old wells. It is my strong opinion we should take the offer on the table from SM Energy.

Thank you for your time and consideration.

Matt Ott

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

Please submit any written comments for the Town Council before **12 p.m. on June 22** for the comments to be provided in the Council materials packet.

Residents can also provide comment in person or online for the meeting. Attend in person at 645 Holbrook Street in Council Chambers (capacity is limited) or participate online at www.erieco.gov/CouncilMeeting.

Full Name	Pamela Bachman-Reynaud
City/Town of Residence	Erie
Your Comment	We are suffering already from toxicity left from oil spills in the land and air, we are continually getting notices failed cleanups and to keep our windows closed due to pollution from the clean ups. Selling our mineral rights is giving free rein to an oil company to pollute even more of our land with no concern to the health affects of is residents and future generations. This is horrifying to think about what future health conditions and illnesses will come from this. We don't want you to sell the oil companies anymore rights to destroy our environment for any amount of money. Enough Is Enough!

Meredyth Muth

From: parkesplace@ca.rr.com
Sent: Monday, June 22, 2026 12:00 PM
To: Council Mail
Subject: Reconsider Ordinance 028-2026 Authorizing Sale of Minerals - Supporter

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mayor and Town Council,

I am writing in support of revisiting and voting again to accept or re-negotiate, if possible, the deal to authorize the sale or lease of mineral rights in the quadrants of the proposal.

I understand that the DRACO pad is a done deal and going forward regardless. Not accepting a deal to sale or lease the Town's mineral rights will not stop DRACO.

By not accepting a deal with SM Energy for the properties and sale or lease of the mineral rights will only cause the Town to lose out on abandonment of 17 wells and loss of minerals. SM Energy will drill other areas surrounding the Town's minerals and essentially drain them with the Town getting ZERO. The Town will also lose the ability to oversee the environmental monitoring associated with DRACO.

Please reconsider the subject Ordinance 028-2026.

Thank you,
Sandra Parkes

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

Please submit any written comments for the Town Council before **12 p.m. on June 22** for the comments to be provided in the Council materials packet.

Residents can also provide comment in person or online for the meeting. Attend in person at 645 Holbrook Street in Council Chambers (capacity is limited) or participate online at www.erieco.gov/CouncilMeeting.

Full Name	Patti Hallock
City/Town of Residence	Erie, CO
Email	patti_hal@yahoo.com
Your Comment	Dear Mayor and Council Members, I am writing ahead of Tuesday's vote because I do not believe Erie has had anything close to the level of public discussion this decision deserves. This is not a routine contract or a minor procedural matter. It is a decision about whether the Town should permanently give up a public asset under a deal that has been promoted through headline numbers, incomplete summaries, and a process that many residents are only now beginning to understand. I strongly object to the repeated implication that the majority of Erie residents are on one side of this issue or the other. Most people in Erie are not even aware of the details. Many have not had the time or opportunity to review what is actually being proposed, what the long-term tradeoffs are, or why a permanent conveyance is being treated as though it is the only reasonable option. That alone should give Council pause. Not enough has been shared publicly in a way that allows residents to evaluate this fairly. This is exactly the kind of issue that requires more transparency, more daylight, and more time, not less. The public deserves a full accounting of the alternatives, including why a lease, a competitive process, or a slower public review was not pursued more openly before bringing this back for another vote. I am also deeply concerned about the appearance of conflict in the way this has unfolded. When people who stood to benefit financially from this deal are also among its most aggressive public advocates, residents have every right to question whether the process has been as objective and transparent as it should be. Even if everything was technically permissible, that does not resolve the issue of public trust. On a decision this significant, Erie should be holding itself to a higher standard than "technically allowed." If this asset is truly as valuable as some claim, then the answer is not to rush a vote after a split decision. The answer is to slow down, follow a clearly transparent process, adhere to expectations around competitive scrutiny and disclosure, and give the public confidence that Erie is not being steered into a one-path outcome without full visibility. I believe a special ballot should be seriously considered before the Town

permanently conveys something of this significance. If this deal is truly in Erie's long-term best interest, then it should be able to withstand broader public review and a more formal public decision-making process.

I understand the argument that Draco may proceed regardless. That is not a reason to move faster. It is a reason to be more careful. If Erie is going to make a permanent decision about public assets under a new legal framework, it should do so in a way that earns public confidence, not strains it.

Please do not treat this as a simple vote on a financial package. This is a long-term public stewardship question, and the residents of Erie have not been given enough information or enough time to weigh in meaningfully.

I urge you to delay this vote, expand the public process, and consider a path that includes full transparency, competitive scrutiny, and potentially a special ballot before any permanent transfer of public mineral rights is approved.

Rushing this through after a split vote does not build trust. It erodes it.

Sincerely,

Patti Hallock

Meredyth Muth

From: Jeff P <jeff.percell@gmail.com>
Sent: Sunday, June 21, 2026 10:19 AM
To: Council Mail
Subject: Mineral Rights Agreement -- Vote Yes

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Town Council,

I thank you for reconsidering the decision on the mineral rights agreement. I was quite surprised to see it had originally failed to pass and the town stood to not gain from imminent drilling that would take place. I appreciate the transparency around this decision and all the information that has been shared. I would encourage a vote in favor of this agreement based on the fiscal responsibility considerations as well as the increased safety measures and acceleration of cleaning up and removing old wells, tanks & pipelines that will take place with an affirmative vote.

Regards,
Jeff Percell
Erie, CO

Written Comment - Town of Erie Mineral Right - June 16 Council Meeting

Please submit any written comments for the Town Council before **12 p.m. on Friday. June 12** for the comments to be provided in the Council materials packet.

Residents can also provide comment in person or online for the meeting. Attend in person at 645 Holbrook Street in Council Chambers (capacity is limited) or participate online at www.erieco.gov/CouncilMeeting.

Full Name	Pete Hakanson
City/Town of Residence	Erie
Email	hakanson.pete@yahoo.com
Your Comment	Besides the insanity of skirting the rules and using another county to drill horizontally to access gas against the residents own free will. Of course Weld county is going to approve it since they have no skin in the game. Talk about failing the good neighbors policy. What if the policy that protects river pollution changes and Boulder county starts dumping waste into the rivers that flow into Weld county? Doesn't hurt Boulder county but would certainly hurt Weld. The upside, $4.5 million dollars isn't worth the risk of the unknown, considering all the vertical wells that have already been drilled. The town of Erie pulls in more than $137 million in revenue and projected upwards of $300 plus million. Property taxes in 2025 are projected to be $5.1M and sales taxes alone were $17.6M. The possibility of getting an additional $4.5M doesn't seem worth the risk to health and safety.

Meredyth Muth

From: Travis Pinz <travis.pinz@yahoo.com>
Sent: Friday, June 19, 2026 4:48 PM
To: Council Mail
Subject: Draco

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Town Council,

I am writing to request that the Council Members reconsider their vote on Ordinance 028-2026: Authorizing the Sale of Minerals.

I understand that Draco is going to happen - with or without this agreement - and it is in the best interests of the Town and its residents to APPROVE THIS DEAL!

Sincerely,

Travis Pinz

Sent from my iPhone

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

Please submit any written comments for the Town Council before **12 p.m. on June 22** for the comments to be provided in the Council materials packet.

Residents can also provide comment in person or online for the meeting. Attend in person at 645 Holbrook Street in Council Chambers (capacity is limited) or participate online at www.erieco.gov/CouncilMeeting.

Full Name	Preston Osborn
City/Town of Residence	Erie
Your Comment	Hello, From the publicly available information, it doesn't appear that due diligence was followed in obtaining a bid for the mineral rights of Erie. While I am generally against selling the mineral rights, I would be accepting of a sale if I knew the process had the best interests for the town of Erie and would provide lasting benefits to the residents. It is understood the bidding process either didn't seek or receive other bids. It is troubling to learn the consultant leading the process is a former employee of the sole bidder and still has financial stake in the bidding company. Considering the mineral rights are an asset of the town, the process must be more transparent with a competitive bidding process to make sure the town is receiving the biggest benefit possible. I stand against the current bid and sale and push for the proper processes to be followed.

Meredyth Muth

From: Celina Reyes <celinalael@gmail.com>
Sent: Saturday, June 20, 2026 8:28 AM
To: Council Mail
Subject: Draco

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Council,

Consider approving this deal for the town of Erie to benefit. Seems silly to give this away if it's going to go through. Wholeheartedly not in favor but for goodness sake's— don't give away the cow with the milk!

Please reconsider.

- Celina

Meredyth Muth

From: Mary Romano <homes@maryromano.com>
Sent: Sunday, June 21, 2026 6:54 PM
To: Council Mail
Subject: Draco well proposal

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Council Members,

I've recently moved back to Erie after approx 11 years away. I was deeply disappointed to hear about this fracking project. It's still unclear how it was approved despite the community pushback at the time. In any case, since this is a "done deal" it is critical that the Town of Erie secure the best possible agreement moving forward. Especially when it comes to plugging the old wells. I remember the terrible 2017 explosion in Firestone that killed 2 residents due to severed gas lines Anadarko failed to seal properly.

It's incumbent upon our Town Council to consider the safety, resident concerns, and property values of its residents. As such, I support a motion to reconsider the Vote on the Agreement when the full Council is in session on June 23, 2026. I urge you to Vote YES on the Agreement.

Thank you....
Mary Romano
1381 Siltstone St

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

Please submit any written comments for the Town Council before **12 p.m. on June 22** for the comments to be provided in the Council materials packet.

Residents can also provide comment in person or online for the meeting. Attend in person at 645 Holbrook Street in Council Chambers (capacity is limited) or participate online at www.erieco.gov/CouncilMeeting.

Full Name	Ronda Grassi
City/Town of Residence	Erie
Email	ronda@cadcoinc.com
Your Comment	I support this vote for making the deal so the Town gets some financial benefit. After the failed vote, I asked Council member Anil Pesaramelli if there was a plan moving forward. I thought the, No Vote side needed something or has some idea to move forward. He said there is, "No Plan". I don't understand why this vote shouldn't happen. We know they have the right to drill. Let's get something and have a cooperative relationship moving forward.

Meredyth Muth

From: Michael Rowe <mrowe@lmhco.com>
Sent: Friday, June 19, 2026 10:37 AM
To: Council Mail
Subject: The Majority of Erie Wasn't in That Room — Please Reconsider

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Members of the Erie Town Council,

I am writing as a resident of Erie to respectfully but firmly request that the Council bring the SM Energy mineral rights agreement back for reconsideration at the June 23rd meeting.

I want to be direct: I believe the June 16th vote did not reflect the will of Erie's residents, not because of how anyone voted, but because the vast majority of this town's 40,000+ residents were never meaningfully engaged on a decision of this magnitude. What the Council heard that evening was passionate testimony from a small, organized group whose views on fossil fuels are well established and uncompromising. That is their right. But those voices do not speak for the whole community, and a decision with consequences this significant deserved a far broader public conversation before a vote was taken.

The facts here are not in dispute:

The 26 wells at the Draco Pad will be drilled regardless of any action Erie takes. The Colorado Energy and Carbon Management Commission approved the project and the permits are issued. The Council's vote on June 16th did not stop a single well from being drilled. What it determined, and what I believe most Erie residents do not yet understand, is whether our town receives the extreme amount of financial, environmental, and public health benefits while that drilling occurs.

That is not a close call. And I am confident that if the broader Erie community had been aware of what was actually on the table, and what was not on the table, namely the ability to stop the project, the public response would have looked very different.

I am not asking the Council to dismiss the concerns of residents who oppose fossil fuel development. Those concerns are legitimate and their advocacy is part of a healthy democracy. But this vote was not about whether drilling occurs. It was about whether Erie receives meaningful compensation and protection while it does. Conflating those two questions was not fair to this community.

I urge any Council member who voted against the agreement on June 16th to exercise their standing under Council parliamentary rules to bring a motion for reconsideration on June 23rd. If SM Energy's regulatory timeline makes that meeting the last available opportunity, then the stakes are clear. Erie residents deserve the chance to be heard.fully and broadly,before this window closes permanently.

Thank you for your service to this community and for your consideration of this request.

Respectfully,
Michael Rowe
81 Pebble Brook Court,

Erie, CO 80516

Meredyth Muth

From: I Climb <iclimb1957@gmail.com>
Sent: Monday, June 22, 2026 7:43 AM
To: Council Mail
Subject: Mineral Rights

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Council Members,
I have reviewed the proposed deal to sell Erie's mineral rights and I support a motion to reconsider the Vote on the Agreement when the full Council is in session on June 23, 2026. I urge you to Vote YES on the Agreement.

Robert Ruzich

2418 Flats St, Erie, CO 80516

In omnia paratus . . . obsisto et resito

Bob Ruzich

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

Please submit any written comments for the Town Council before **12 p.m. on June 22** for the comments to be provided in the Council materials packet.

Residents can also provide comment in person or online for the meeting. Attend in person at 645 Holbrook Street in Council Chambers (capacity is limited) or participate online at www.erieco.gov/CouncilMeeting.

Full Name	Ryan Zielinski
City/Town of Residence	Erie
Email	zielinski.ryan@gmail.com
Your Comment	The 3/3 vote last week made sense due to the lack of transparency which is currently under investigation by the attorney general. Mr. O'Connor specifically said "he agreed with residents who argued they still lacked sufficient information to make an informed decision about the proposed agreement. His comments signaled growing skepticism about moving forward without additional transparency, creating uncertainty about the vote's outcome." (https://yellowscene.com/2026/06/17/erie-mineral-rights-deal-fails-as-oconnor-breaks-from-council-majority/) The question becomes, what happened in the last three days that has improved this transparency? Did the Attorney General magically say "Nope, no issues here, totally above board" or did Moore and SM pressure O'Connor in some way to change his mind? Mr. Owens specifically stated that he did not solicit additional bids in a town session, which shows that this indeed violated the contract and had SPECIFICALLY been instructed not to do so. (https://yellowscene.com/2026/06/13/erie-residents-demand-answers-before-pivotal-mineral-rights-vote/) This to me states that the investigation by the AG has merit and that Mayor Moore's position on this (and the absurd email from a rambling John Mortellaro with little to no substance and lack of proofreading) is completely in the wrong and hidden behind closed doors. As someone that voted for Moore and Mortellaro, I am regretful of those votes due to how they have handled this situation. Transparency is key, and the "2.7%" mineral loss to SM, based on all available information, seems incorrect. Those corridors block 12 lines from fulfilling their capacity and are not easy to get around. There is a better deal to be had. Bringing the exact same unrevised contract back to the dais just one week later, with no added environmental protections, no continuous air monitoring, and no increased neighborhood safety buffers is completely absurd. Worse, using a procedural loophole to force a rematch the exact week a vocal opponent returns from an excused absence proves this is a coordinated ambush rather than a transparent democratic process. Since the vote, there has been no additional information other than "we want to vote again". This has not increased transparency. If there is information that the public is missing that contradicts the research that I have done, this MUST be shared with residents before another vote so that we can be informed, rather than swayed by advocacy groups and poor communication from the town. Until that transparency exists and the AG determines that this was on the up and up, I urge O'Connor to stick with is no vote as well as the rest of the council to vote no.

Meredyth Muth

From: Andrew Sawusch for Erie <erie@andrewsawusch.com>
Sent: Saturday, June 20, 2026 11:23 PM
To: Council Mail
Subject: Reconsider and Approve Ordinance 028-2026 Authorizing the Sale of Minerals

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mayor Moore, Mayor Pro Tem Bell, and Council Members,

This is not easy for me to discuss, but it needs to be told— and it directly relates to the current battle regarding the sale of Town minerals. Specifically, why there has only been one voice heard from residents to date, and why residents are consistently afraid to come forward to voice their opinions.

As a resident since 2016, a former Council Member, the current Planning Commission Chair, and someone who has campaigned for Town elected office multiple times, I understand that there are some individuals who support me and some who never will. It's "small-town politics" and everyone is entitled to their own opinions — I get it and I respect it. For the overwhelming majority of interactions, everyone in Town has always been courteous, respectful, and civil, regardless of whether we are in agreement.

During the fall of last year, 20 or so current and former residents — including myself — were targeted by an individual solely because they saw us, in various ways, as outspoken individuals. We received unmarked "sympathy cards" in the mail which included a powdery substance, an empty wrapper of Gushers fruit snacks, and an implied death threat on a typed piece of paper. After a coordinated FBI, Erie PD, and United States Postal Inspector investigation, the individual was identified, and the list of targets was obtained — a list my name was interestingly left off of. The individual was not charged because it was not deemed a "direct threat," but the effect it had on me and the others was real. It caused a very real sense of fear and concern for both my and my family's health and safety.

Many of the individuals who received one of these cards filed for restraining orders. As a Public Official for the Town, and because the individual could easily find me every other Wednesday night at Town Hall for a Planning Commission meeting, I was fortunate enough to have the Town Attorney's office file for a Temporary Restraining Order on my behalf. That order was later extended through a Stipulated Agreement outlining specific conditions that the individual must abide by, which remain in effect to this day.

The individual who committed these vile, abhorrent acts was, up until at least last fall, known to be instrumental in helping coordinate a specific group in Town. Beyond that, they were an advocate and supporter for some of our currently elected officials — including canvassing on their behalf during the November 2024 election.

The group this individual was a part of is the exact same group of individuals that has been largely organizing—and has been the most vocal — in the current fight opposing the mineral sales agreement.

You are either with them, or you are nothing at all. And if you are against them — no matter if you are an onlooker, a resident, or someone who has served the Town for years — they're coming for you.

While I will be the first to admit that there are individuals from both sides of the political aisle who can be and are outspoken, this group of individuals in particular has proven to be dangerous. The story of those 20 residents and myself is, unfortunately, just one of many that have occurred within the Town, albeit to a level of severity most have not experienced.

I know from too many firsthand conversations to count that many residents in this Town are scared to provide their opinions, to put themselves out there, and to voice their concerns. The browbeating that we all witness on social media and in public directed at unsuspecting victims has moved some to become mere onlookers — afraid to speak our minds — especially when the topic of "oil and gas" is involved.

So you might ask, why am I finally telling you my story — my truth? When a sitting Council Member publicly states on the record that they have only been hearing from one side, while the other side remains silent out of fear, it becomes time to say "enough is enough."

When only those from one side of an issue come out to speak, and those with the opposing view are too worried about reprisal, retribution, or even bodily harm, this caustic, cancerous, vitriolic, and virulent attitude shows it is negatively affecting the future and governance of our Town.

I absolutely commend Council Member O'Connor for making what must have been a difficult decision to reconsider his vote, bringing the mineral sale agreement item back to the Council for consideration. We as residents can only ask our elected officials to think before they vote on our behalf. It takes absolute courage for an elected official to question their vote and ask, "did we make the right decision?" after the fact — and then stand up and say, "let's make sure." This is especially true when the group of individuals leading the opposition has proven to be toxic for this community time and time again.

Please hear the voice from the community that was unfortunately not willing to previously stand with you due to our lack of courage, unlike what Council Member O'Connor has shown:

No matter if this agreement is or is not accepted, Draco is still occurring. Using our mineral estate as a blockade against the operator will only harm the residents, the Town, and our community's future. Minerals should not be used in a game of chicken with the operator — a game that will undoubtedly be unsuccessful. While this agreement is being treated as an oil and gas issue by those who oppose it, it is really a question of three things: Do we or don't we receive compensation and considerations for something that is guaranteed to occur? Do we or don't we force the operator to provide us with direct oversight at the location, which we would otherwise not have? Do we or don't we make the community safer and healthier for residents by having the operator plug and abandon wells that are both inside AND outside of the Draco proposed plan area?

In my opinion, the only option is to vote "yes"!

Respectfully,

Andrew Sawusch

Meredyth Muth

From: Kate Schlosser <kate.schlos@gmail.com>
Sent: Thursday, June 18, 2026 8:11 PM
To: Council Mail
Subject: Draco Pad

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Erie Council,
I'm greatly concerned about the lack of oversight we will have by voting down the draco pad deal.

I ask that you please revisit this issue and vote to confirm the deal.

Kate Schlosser, PMP®, CSM, ITIL v4 Foundation
ph. 303.641.9466
kate.schlos@gmail.com
www.linkedin.com/in/katefrasure

Meredyth Muth

From: Steve Schlosser <steve.schlos@gmail.com>
Sent: Thursday, June 18, 2026 5:23 PM
To: Council Mail
Subject: Revisiting Draco

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Erie council,
I would like to request a revisit of the drilling Draco pad vote. It's my opinion that information wasn't explained well and that resident feedback was captured by a disinformation committee set on tanking the deal for their own political aspirations.

If we don't revisit this,
Erie will suffer financially and have no control over health and environmental inspections. It's imperative we revisit and call another vote to give council members a chance to change their mind.

Steve Schlosser

Meredyth Muth

From: Steve Schlosser <steve.schlos@gmail.com>
Sent: Sunday, June 21, 2026 7:17 AM
To: Council Mail
Subject: Draco

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Council,
I'm happy to have seen the official communication that Draco is being reconsidered.

I want to be absolutely clear that my hope is this agreement passes and we can be compensated for drilling that will happen anyway, we can have oversight over operations which we otherwise wouldn't have, and we receive some plugging of wells, which we otherwise wouldn't have.

Bringing this topic up again is brave. You received some feedback previously not to pass this. The elephant in the room of Erie is the well known fact that many people feel intimidated to speak their opinion if it deviates from an extremist left wing view.

We are blessed in this town with individuals who support the campaign of Emily, Anil, and Dan who send death threats, write media hit pieces, and voraciously attack their opponents lives through work complaints and social media to suppress altering opinions in this town.
We know they collaborate with Dan, Anil, and Emily and we know that the three of you collude to conduct the bidding of these groups, like preventing executive session votes.

Websters dictionary defines *terrorism* as:

a state of intense or overwhelming fear

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

Please submit any written comments for the Town Council before **12 p.m. on June 22** for the comments to be provided in the Council materials packet.

Residents can also provide comment in person or online for the meeting. Attend in person at 645 Holbrook Street in Council Chambers (capacity is limited) or participate online at www.erieco.gov/CouncilMeeting.

Full Name	Scott Adams
City/Town of Residence	Erie
Your Comment	This project is going to happen whether we want it to or not, so the best course of action is to seek just compensation for the mineral rights. The money earned will go a long ways towards delivering infrastructure projects that the town needs. I don't understand the vehement disagreement with utilizing oil and gas to fund public infrastructure. Colorado has depended on oil and gas for many years to fund public infrastructure and provide low energy costs for its residents. The best way to guarantee the future of Erie is funded, and reduce our dependence on imported fossil fuels is to approve the sale of the mineral rights so we can have oversight of the operations.

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

Please submit any written comments for the Town Council before **12 p.m. on June 22** for the comments to be provided in the Council materials packet.

Residents can also provide comment in person or online for the meeting. Attend in person at 645 Holbrook Street in Council Chambers (capacity is limited) or participate online at www.erieco.gov/CouncilMeeting.

Full Name	Selena Maranjian
City/Town of Residence	Erie
Email	tmfselena@aol.com
Your Comment	Dear Council -- I have written to you before, expressing my wish that you reject the deal with SM Energy. I have offered lots of reasons before. Here's a new one: The company does not have a good safety record: Visit this page: https://violationtracker.goodjobsfirst.org/?parent=sm-energy It took a while to load for me, so maybe be patient. You'll see more than 120 violations. As the company drills under our homes and reservoirs, what are the chances they'll commit more violations? Far from nothing, I'd think. Look at their total penalties: $11 million -- an average of about $88,000 per violation. That's nothing to the company. So they're not exactly motivated to be safe. Cleaning up big messes, which are certainly possible, is costly. Who will pay? We will, if we suffer contaminated groundwater or air. Will the company fix things? Quickly? Completely? Will it declare bankruptcy and move on to other deals? We will not forget who approved this deal. Please don't roll the dice with our health and home values and community finances. Just because Erie hasn't had a financial disaster yet does not mean it won't happen -- and it's your job to protect Erie. Thank you for your consideration, Selena Maranjian, Erie voter

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

Please submit any written comments for the Town Council before **12 p.m. on June 22** for the comments to be provided in the Council materials packet.

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Full Name	Shannon Beckner
City/Town of Residence	Erie
Your Comment	I encourage you to continue to vote no. The agreement itself has not changed, and many residents have expressed concerns or opposition. If plugging aging wells and environmental stewardship are priorities, those responsibilities should be addressed because they are necessary and not as part of a trade-off requiring the sale of the Town's mineral rights. Above all, I ask that you respect and uphold the clear sentiment being expressed by many members of the public, who are asking that this agreement not move forward at this time.

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

Please submit any written comments for the Town Council before **12 p.m. on June 22** for the comments to be provided in the Council materials packet.

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Full Name	Shannon Dodge
City/Town of Residence	Erie
Your Comment	Dear Mayor Moore and Members of the Town Council, I am an Erie resident writing in support of the mineral rights agreement, and I am grateful it is being reconsidered. I want to begin by acknowledging the residents who oppose it. Their concerns about oil and gas development and fracking are heartfelt and I don't dismiss them. But I would gently point out that this vote does not decide whether drilling happens. The agreement itself notes that the Draco development plan has already been approved by the state and that the window to legally challenge that approval has passed. This is not a vote for or against fracking. It is a decision about whether Erie benefits from development that has already been approved. And the benefits are real. Through the exchange, the town receives roughly 158 acres of land and a production payment on each well. The agreement also secures concrete protections for our community: the plugging and reclamation of several aging wells on defined deadlines, the paving of a stretch of County Road 6 before drilling begins, and the right of a town-designated oil and gas inspector to inspect the pad and report any non-compliance to the state's Energy and Carbon Management Commission. The agreement also preserves the town's authority to regulate, inspect, and enforce its local rules as it otherwise would. That is the part of the case against the agreement that I find hardest to follow. If the worry is the impacts of oil and gas, these protections are exactly what one would want in place. Rejecting the agreement does not change whether the project is approved. It only strips out the safeguards and oversight that come with it, and leaves those aging wells unplugged. To be clear, I am asking you to vote yes on this agreement. That does not mean it has to be the last word on protecting residents — the town keeps its full authority to regulate and protect the community going forward, which this agreement expressly preserves. The outcome I would regret is the town walking away from the table entirely and ending up with the development but none of the benefits or protections it secures. I hope my voice, and that of the many residents who support this agreement but are not in the room, is counted in your deliberations. Thank you for reconsidering, and for your service to Erie.

Respectfully,
Shannon Dodge

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

Please submit any written comments for the Town Council before **12 p.m. on June 22** for the comments to be provided in the Council materials packet.

Residents can also provide comment in person or online for the meeting. Attend in person at 645 Holbrook Street in Council Chambers (capacity is limited) or participate online at www.erieco.gov/CouncilMeeting.

Full Name	Sharleen Bakeman
City/Town of Residence	Erie
Your Comment	I strongly oppose the sale of Erie's municipal mineral rights for the SM Energy/Civitas Draco pad. A decision of this size, involving public assets and millions of dollars, should be handled with full transparency, public accountability, and a competitive process. We have not seen that transparency. The public that elected you is in the dark. Town of Erie Residents deserve to know every option that has been carefully evaluated and that public health, environmental safety, and long-term community impacts are prioritized, instead of a one-time payout to a sole-source consultant with serious conflicts of interest. I mean, come on! Oil and gas development near residential areas raises extremely serious concerns about air quality, water safety, public health, noise, traffic, and property values. Please do not reconsider or revive this sale. Erie should retain its municipal mineral rights and use every available tool to protect residents, the environment, and the long-term future of our town. Now and in the future, we as residents expect our elected Town Council to share with us the work that you are doing. MOST of the deliberations about this effort were completely held in secret, with a pre-selected, sole-sourced, and unvetted consultant in Matthew Owens who has serious conflicts of interest in this particular case, as well as a horrible track record in oil and gas — and we don't buy the "privileged/executive session" rule because you also didn't share it with half of the Council. You know this is wrong. This is poor form at best and not following Colorado's Sunshine Laws and Open Records and Open Meeting Laws at worst. You want to be another Dacono? How embarrassing for us. I'm talking to the Council and Brian O'Connor in particular — Leave the vote as it stood on June 16, 2026. We are also exhausted with repeated surveys in an effort to get what one or two of the council wants. But at least now we know why the Mayor was pushing for a water park at the end of airport runways over and over for the last couple of years. We have to wonder what was going on even then. Shape up; do your jobs, or we will it hesitate to recall you.

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Full Name	Shashank Shekhar
City/Town of Residence	Erie
Your Comment	I urge the council to vote against selling our mineral rights. I do not wish to see any more drilling below or near my house and community (Flatiron Meadows).

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Full Name	Steve Ernst
City/Town of Residence	Erie
Email	steve.ernst@me.com
Your Comment	I again strongly encourage the Town Council to NOT sell Erie's mineral rights to Extraction Inc. The long term health and safety benefits of minimizing the impact of DRACO on the citizens of Erie for many years to come fully offsets any funding assets Erie might gain from those mineral rights. The Town Council knows full well there are many other ways to secure funding for Town projects. DRACO should never have been approved, and we must now do anything we can to minimize and hopefully fully rectify potential health and safety impacts of DRACO.

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Full Name	Steve Semmer
City/Town of Residence	Erie
Email	srsemmer@gmail.com
Your Comment	I am against the sale of Erie mineral rights to the Draco project. I believe it is not in the best interest of todays residence and future residences of Erie. In addition I have serious concern on how Alameda Mineral Advisors were hired. The citizens of Erie have a right to know how this came about. Based my research there appears to have been no Request for Proposal process implemented. Why has the council refused to provide Eire residence on the procedure that was used. What is more disturbing is that Mathew Owens, CEO of Alameda Mineral Advisors, until recently was the chief operating officer of Civitas. This alone should have been a conflict of interest and should have pushed the town council to implement an RFP process. Thank you, Steve Semmer

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Full Name	steven schlosser
City/Town of Residence	Erie
Email	steve.schlos@gmail.com
Your Comment	I would ask the town staff to vote yes on this measure. We have seen the collusion and lies from Emily, Dan, and Anil refusing to listen to legal attorneys and propping up disinformation about oil and gas just as before with Red Tail Ranch. With that development, they were willing to spend nearly 20M of taxpayers dollars to fight a development agreement we knew they couldn't win. Now they would like to make our mineral rights, which are only 3% of the Draco Development, worthless in exchange for more disinformation. "What about my health? What about my property values?" We've been drilling O&G for a century, when's the last time somebody in Colorado's property value went down? Regarding Health, All 3 opponents of this measure are overweight slobs. Now we care about health? I'm sure we do. There are no actual scientific studies linking drilling to negative health outcomes as it is done today with modern technology. Please Approve this measure

Meredyth Muth

From: Dana Colorado <olddancer71@pm.me>
Sent: Monday, June 22, 2026 9:00 AM
To: Council Mail
Subject: Mineral Rights Sale

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

I live in Erie, Boulder County, 990 Stanley Ct. Purchased my home in 2015.
I prefer a no vote on the proposed sale. At the least, delay the vote until more due diligence is done to follow up on and/or properly address, in a transparent and objective public manner, the many concerns and suggestions you heard at the meeting last week as well as from communications from Erie residents directly to Council over the recent weeks through phone calls and emails.
I am fully aware that the Draco project will move forward regardless.
Sincerely,
Dana Strong

Sent with Proton Mail secure email.

Meredyth Muth

From: astutsman1@aol.com
Sent: Monday, June 22, 2026 10:05 AM
To: Council Mail
Subject: Please vote NO on selling the mineral rights

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,
I am a resident of Erie, and watched the special meeting last week.
I was thrilled when the Council voted the sale of mineral rights down, only to find out there will be another vote.
I listened carefully to all the comments last week, and found them compelling, including:

- Matt Owens' $450mil valuation is inflated (per Mayor Moore's blog the optimistic cash-equivalent value ~$43.575mil over many years. Including the imagined economic value of the land once hypothetically it has been developed as true cash value doesn't make sense.
- no risk analysis was done on the SM Energy sale
- there is no analysis of the potential benefits of turning it down
- maintaining our town's autonomy from SM energy is valuable
- keeping our town's budget unentangled with O&G is valuable
- signing the SM Energy deal will bind the town from taking formal action against Draco should the need arise (Baer, 6/16/2026 meeting)
- secrecy around the deal itself kept the location of Erie's minerals hidden from residents when SMEnergy had those maps for over a year
- We don't know if there are risks associated with fracking under Thomas Reservoir which is a potential drinking water storage area for Erie
- the consultant lobbied the public to support a deal that will personally net him up to $4.5million.
- the mayor has conceded that the entire process requires investigation via an internal audit (Moore, 6/16/2026 meeting).
- questions whether the hiring of the consultant violated the town's charter remain
- both the mayor and mayor pro tem said that the consultant did not conduct a competitive bid process before landing on the SM deal.
- the citizens of Erie should be allowed to vote on this very important issue
- the Erie budget is balanced, so why the rush?

It seems this situation was handled in a very "back-room" way and I believe the process should have been much more transparent and that the citizens of Erie should be your first concern.

Thank you for your consideration.
Abbe Stutsman

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Full Name	Sucheta Gangwal
City/Town of Residence	Erie
Email	suchetam@hotmail.com
Your Comment	Dear Mayor Moore and Members of the Town Council, I am writing to express my strong opposition to both the proposed sale of the Town's mineral rights to SM Energy and the troubling procedural effort to force a reconsideration vote on a matter that has already failed. On June 16, this body voted 3-3, and the deal rightfully failed. Bringing this transaction back for a re-vote just days later undermines the democratic process, ignores the explicit priorities of Erie residents, and permanently strips our community of its remaining legal leverage. I urge the Council to reject this sale.

Meredyth Muth

From: Blake Tarver <blake.tarver.btec@gmail.com>
Sent: Friday, June 19, 2026 11:00 AM
To: Council Mail
Subject: Request to Reconsider the Draco Mineral Rights Vote

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mayor Moore and Members of the Erie Town Council,

I am writing as an Erie resident and Colliers Hill homeowner to respectfully ask the Council to reconsider its recent vote regarding the Draco mineral rights agreement.

I did not previously contact the Council, attend meetings, or participate in public comment regarding this issue. Like many residents, I assumed that those negotiating on behalf of the Town had thoroughly evaluated the proposal and that support for the agreement was already being adequately represented. After reviewing additional information following the vote, I now feel compelled to speak up.

It appears that public input played a significant role in the outcome of this decision. If that is the case, I believe it is important for the Council to hear from residents like myself who support the agreement but were not actively engaged before the vote occurred. Silence should not be interpreted as opposition.

As a resident of Colliers Hill, I will be directly affected by the outcome of this project. While I understand and respect that reasonable people can disagree on this issue, I believe the Council has an obligation to carefully evaluate the practical consequences of its decision.

The more I have learned about the proposed agreement, the more concerned I have become about the consequences of rejecting it. My understanding is that the agreement would have provided Erie with significant financial benefits, additional inspection rights, the plugging of legacy wells, land transfers, and other concessions negotiated specifically for the benefit of our community.

What concerns me most is the possibility that the Draco project may still move forward despite the vote. If that is the case, Erie may ultimately experience many of the same impacts while foregoing substantial benefits that were available through the agreement. As a resident and taxpayer, I struggle to understand how that outcome serves the best interests of the Town.

I fully appreciate that some residents have concerns regarding the project and that questions have been raised about the negotiation process. Those concerns deserve to be addressed openly and transparently. However, I do not believe that walking away from a potentially valuable agreement is necessarily the best solution. If additional review is needed, I would encourage the Council to continue discussions, seek clarification where necessary, and pursue the strongest possible agreement rather than abandoning the opportunity altogether.

At a minimum, I hope the Council will carefully evaluate whether Erie is truly in a better position today than it was prior to the vote. If the project proceeds regardless, then residents deserve a clear explanation of what Erie gained by rejecting the agreement and how retaining the mineral rights will produce a better outcome for our community.

I respectfully ask the Council to reconsider this decision, reopen discussions if possible, and continue pursuing an agreement that protects Erie while securing meaningful benefits for its residents. If the agreement can be improved, then improve it. If additional transparency is needed, then provide it. But I do not believe Erie should walk away from an opportunity of this magnitude without exhausting every reasonable path forward.

Thank you for your service to our community and for taking the time to consider my perspective.

Sincerely,

Blake Tarver
Colliers Hill Resident
Erie, Colorado

Meredyth Muth

From: JOHN TAYLOR <jhtaylor42@comcast.net>
Sent: Friday, June 19, 2026 8:40 AM
To: Council Mail
Subject: fracking

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please vote "NO" on the proposal for selling fracking rights under the town of Erie. To me it seems to be a very ill-advised action for numerous reasons. At the very least, it should be put to a general vote of all property owners in the affected area.

John Taylor
637 Brennan Cir.
Erie, CO 80516

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Full Name	Terence Bull
City/Town of Residence	Erie, District 3
Your Comment	Dear Mayor Moore and Town of Erie Council Members, I have read previous public comments, watched videoed comments from the 6/16/2026 Town Council meeting, reviewed the related published documents, and done some independent research. This is a complicated issue, and I have appreciated Mayor Moore's efforts to explain the various aspects of the issue as well as the testimony of some of the council members. I also found Mr. Matthew Owen's comments posted on his LinkedIn site to be informative as I weighed the pros and cons of the proposed agreement with SM Energy and its partners. After full consideration of all this information, I firmly believe that Mayor Moore and the other council members have done their due diligence in examining the related issues and exploring the various options available to negotiate the best deal possible with SM Energy. I therefore offer my FULL Support for Town of Erie Ordinance No. 028-2026 and urge all Town Council Members to vote YEA on 6/23/2026. I'm sure many of the opponents to 028-2026 are well intentioned, but the reality is that the Draco Pad Drilling Project and the associated horizontal drilling and fracking has been approved by the Colorado ECMC despite the Town of Erie's objections and subsequent appeals. Those operations are happening underneath much of Erie one way or another, whether Erie Residents like it or not. Opponents have done a very good job of organizing and communicating their opposition to the Town Council through Facebook postings, written comments and verbal comments at Town Council meetings. However, I'm not sure that their assertions of there exists "overwhelming opposition" or a "groundswell of opposition" is accurate. I feel that there are many Erie Residents much like my wife and I who had not fully understood the level of opposition to the proposed settlement with SM Energy. We read Mayor Moore's comments and felt like he and the Town Council were working in our best interest and so no need to vociferously voice our support for the proposed ordinance. Is there a "silent majority" in favor of the settlement? I don't know, but I think opponents have overestimated their numbers and have just done a better job speaking up. Some have argued that Erie can exert leverage on SM Energy by denying access to Erie's Mineral Rights. Given the relatively small percentage that Erie's Mineral Rights are in relation to the full scope of the Draco Pad project, I find their arguments naive and wishful thinking. From what I have read, SM Energy will simply modify their drilling plan to bypass those small mineral rights fields. Where is the perceived leverage? Why would SM Energy waste more time and energy to renegotiate with the Town of Erie for such a small percentage? The Town of Erie has exhausted all legal means to stop the Draco Pad project. Erie has no effective means to exert leverage over SM Energy. Some opponents have argued that the Mayor and Town Council did not obtain bids from other producers for Erie's Mineral Rights. According to Matthew Owens,

Alameda Mineral Advisors did in fact conduct "two competitive marketing processes, solicited bids from 25 companies, and analyzed the value of Erie's position under Colorado's new municipal mineral rights framework. The results were clear. Nineteen of the twenty-five companies approached declined to bid at all. The highest third-party offer received was approximately $5.5 million." A $5.5 million offer that did not include all of the other enhancements that the settlement with SM Energy offers; Land, 3% production royalties, Plugging & Abandonment of numerous legacy well heads within our community (we have one just down the hill from our house), and periodic Draco Pad Inspections by Town of Erie representatives.

Some opponents have argued that Mayor Moore and the Town Council have not lived up to their Fiduciary Responsibilities to the town and its residents. I don't believe that assertion holds water when all of the facts are examined in a calm and informed manner. I do not believe property values are going to plunge if Erie approves the settlement with SM Energy. I don't believe selling our Mineral Rights is going to imperil the health of generations to come. Draco Pad is happening one way or another, and I see the provision for representatives of the Town of Erie to have access to the Draco Pad site to conduct periodic safety and compliance inspections is a HUGE benefit to the health and vitality of our community given the realities of the situation. Yes, Erie's inspectors have no binding authority, however those findings can be reported to County and State oversight authorities who can ensure SM Energy is operating with safety and health guidelines.

Should the Town Council ultimately vote against Ordinance 028-2026, I believe they are making a very big financial mistake, bowing to a vocal, impassioned minority. Sure, Erie will retain its Mineral Rights, but to what end? Alameda Mineral Advisors shopped those rights around to 25 companies and only six of them even submitted a bid; for much less money. If Erie never sells the Mineral Rights, that may be a noble cause in the eyes of some, but that is "tilting at windmills" and ignoring the reality of the situation.

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Full Name	Thomas Hallin
City/Town of Residence	Erie
Email	tghallin@gmail.com
Your Comment	As I understand it, the Draco Pad drilling will occur with or without the town taking any action. If the town takes no action, the drilling will bypass the town mineral rights area and the town will get nothing, just keep its rights for the future. If this agreement is approved, the town gets land, gets some of the future oil revenue, gets some say in how the drilling proceeds to protect our citizens. What the town gives up is mineral rights for oil that will probably be never extracted without this agreement. It sounds like the town council has made a good deal, since the drilling will proceed with or without this agreement.

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Full Name	Tim Larsen
City/Town of Residence	Erie
Email	tim@tclarsen.com
Your Comment	Please clarify the total money that Erie will receive. The city information indicates $3-4 million and the value of the land (about $17 Million). Other Facebook and other reports indicate $430 million. This is a big difference. We need full and open disclosure of the value.

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Full Name	Tim Larsen
City/Town of Residence	Erie
Email	tim@tclarsen.com
Your Comment	Wil the any trustee commit to a vote to ensure that any funds are spent for improving the lives of the current residents rather than pay for infrastructure and water for future residents?

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Full Name	Tim Larsen
City/Town of Residence	Erie
Email	tim@tclarsen.com
Your Comment	Will the Trustees establish a legacy trust with all funds from this action that will only allow use of 4 to 5 percent of the trust fund to be used for improvement projects which is governed by a board including both trustees and regular citizens?

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Full Name	Tim Larsen
City/Town of Residence	Erie
Email	tim@tclarsen.com
Your Comment	The online Q&A indicates Erie will receive $4.5 M. Meanwhile we owe the contractor up to $4.7 million. Does that mean we will receive no immediate net cash from this deal and just wait to sell the property and annual royalty payments after the drilling is done?

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Full Name	Tyler Zierdt
City/Town of Residence	Erie
Your Comment	What steps will the council take in order to ensure a competitive bidding process is used to find the right consultants and get the town the best possible deal on any transactions?

Meredyth Muth

From: Laura Verrips <lsverrips@yahoo.com>
Sent: Sunday, June 21, 2026 12:36 PM
To: Council Mail
Subject: Ordinance 028-2026: Authorizing the Sale of Minerals

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Erie Town Council,

I would appreciate a more clear communication on what you are potentially re-voting for on the Ordinance 028-2026: Authorizing the Sale of Minerals. (I also agree with the re-vote!) Bullet points and a chart would be GREAT to explain what the heck is going on. I've seen so many posts on both sides and none of it truly paints a clear picture of all of the details. Please help explain better to the Town of Erie residents what a yes vote means and what a no vote means, all the way down to who gets what money. There is so much "he said/she said" that it's hard to tell "what's real and true".

IF there is no way to stop the drilling I would hope that the Town Council would want to get SOMETHING for "allowing" the additional drilling under our Town. Meaning a YES vote.

This is not just a "I have to be against O&G no matter what" it's "How can the Town get what is owed to them if we can't stop the drilling."

Thank you to Brian for the reconsideration of this vote. I appreciate your courage as I know this has not been easy on you.

Laura Verrips

Sent from my iPhone

Meredyth Muth

From: Katelyn Vickland <katelyn.vickland@icloud.com>
Sent: Saturday, June 20, 2026 2:28 PM
To: Council Mail
Subject: Vote YES for mineral rights agreement

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Erie Council Members,

I have reviewed the proposed deal to sell Erie's mineral rights and I urge you to vote YES on the Agreement on June 23.

Regards,
Katelyn Vickland
789 Limestone Dr

Meredyth Muth

From: Kris Vickland <kris.vickland@icloud.com>
Sent: Saturday, June 20, 2026 9:32 AM
To: Council Mail
Subject: Vote YES for mineral rights agreement

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Erie Council Members,

I have reviewed the proposed deal to sell Erie's mineral rights and I urge you to vote YES on the Agreement on June 23.

Regards,
Kristofer Vickland
789 Limestone Dr

Meredyth Muth

From: Home Comcast <aka2722@comcast.net>
Sent: Sunday, June 21, 2026 9:49 PM
To: Council Mail
Subject: Erie's Mineral Rights Request

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mayor Moore and Members of the Erie Town Council,

I am writing as a resident who cares deeply about the integrity of our local government and the long-term wellbeing of our community. The recent proposal to sell the Town of Erie's mineral rights for the Draco project and the way the process unfolded has raised serious concerns about transparency, public trust, and procedural fairness.

According to public reporting, the town was approached by Civitas (now merged with SM Energy) and brought on a consultant who previously served as Civitas' COO to develop a plan for selling Erie's mineral rights. That plan was the only option ever presented to the public or the council. Residents have repeatedly asked why no alternative proposals were solicited, why the timeline appeared rushed, and why so much of the discussion occurred in executive session rather than in open public dialogue. If this is inaccurate, please educate us on why this is the optics.

These concerns are not minor and seem to be an ongoing theme whether residents can trust that decisions are being made independently, transparently, and in the best interest of the community rather than in alignment with a single operator's preferred outcome.

The 3–3 vote shows just how divided the council itself was and how strongly residents spoke out. Many asked for more time, more information, and the possibility of a public vote.

Given all of this, I respectfully request the following:

- A clear explanation of the process that led to only one proposal being considered, and why no competitive or alternative options were pursued.
- A public accounting of the role of the consultant, including how conflicts of interest were evaluated and mitigated.
- A commitment to greater transparency, including limiting the use of executive sessions for matters that directly impact residents' health, environment, and property.
- A clear statement of how the council plans to rebuild trust, especially given that multiple council members acknowledged that trust has been damaged.
- An explanation of why the council appeared prepared to reconsider the proposal after it failed, and what criteria would justify bringing it back for discussion.

I believe support can be rendered, if a transparent, inclusive and communicated process is prioritized. This is especially important on issues as consequential as oil and gas development near our community. I urge the council to take these concerns seriously and to demonstrate a renewed commitment to open governance.

Thank you for your time and for your service to our town.

Sincerely,
Kelly Wagner-Grull
720-425-0555

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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Full Name	Walter Meier
City/Town of Residence	Erie
Email	waltmeier@earthlink.net
Your Comment	Based on what the options are, it seems to be in the best interest to accept the deal. But, I don't have any trust that this was the best deal that could have been negotiated. This has been botched by Mayor Moore and the Council. There should have been much more communication, much earlier on to inform the public and build support on a very contentious subject for many residents. Mayor Pro Temp Bell has railed against "miscommunication" on this matter, but miscommunication arises when there isn't communication and that is on Bell, Mayor Moore, and other members of the council. The communication that has occurred has been provided with limited time to digest and discuss and has been provided arrogantly in an "on-high" manner: we (the council) know better than you (residents), so we'll make the decision and you don't need to think about it. One example of this has been Mayor Moore's insistence that having Matt Owens negotiate the contract was a good thing because he knows SM. Mayor Moore has discounted concerns about a conflict of interest by saying he (Moore) is a good business person, thus we should trust them. I'm not a business person, but even I can see through that. Either Mayor Moore is actually not a good business person or he thinks the residents are gullible and he doesn't need to do the work to convince them. We're paying up to $4.5 million to Mr. Owens for negotiating the deal and Erie stands to get millions of dollars in revenue. Why not spend a few thousand or tens of thousands of dollars to hire an independent auditor to review the agreement and the contract with Mr. Owens? In any event, this seems like a fait accompli, so there isn't much I can say. I hope though that Mayor Moore, Mayor Pro Temp Bell, and the Council overall has learned a lesson: you work for the residents of Eries, so then, *work* for the residents of Erie. Don't think you can take the easy way and not engage the citizens. You have lost the trust of me and many residents through the heavy-handed governance, lack of cooperation by the majority with the minority members of the council, and lack of transparency with the residents.

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

Please submit any written comments for the Town Council before **12 p.m. on June 22** for the comments to be provided in the Council materials packet.

Residents can also provide comment in person or online for the meeting. Attend in person at 645 Holbrook Street in Council Chambers (capacity is limited) or participate online at www.erieco.gov/CouncilMeeting.

Full Name	Walter Meier
City/Town of Residence	Erie
Email	waltmeier@earthlink.net
Your Comment	Just after I submitted my previous comment, I saw this event. It seems like it may be good for town staff and council join this webinar by the National Academies on Wednesday: Technologies and Practices for Plugging and Remediating Orphaned and Abandoned Oil and Gas Wells Public Report Release Webinar https://events.nationalacademies.org/46949

Meredyth Muth

From: Dee Walters <ddeew@comcast.net>
Sent: Sunday, June 21, 2026 3:41 PM
To: Council Mail
Subject: Draco Offer Feedback

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please do not listen to the noise. Yes, the Board messed up big time by not following proper procedures in hiring the consultant and citizens are rightly upset by that. But you still have a fiduciary responsibility to the town.

Even though my property will receive income from my mineral rights, I would gladly forego that income IF it would kill the project. If the council has a reasonable basis to believe that the project will be killed completely by refusing to sell town owned rights, then vote NO again.

HOWEVER, if the Draco project will proceed anyway, you better have a really good reason that you can explain to the voters for why you gave away the opportunity for the town to receive $20+million plus an opportunity to protect residents from the negative effects of the drilling operation.

Dee Walters
2467 Gorce Ct.
ddeew@comcast.net
303-827-9671

Meredyth Muth

From: Candace Aragon <aragon.candace@gmail.com>
Sent: Friday, June 19, 2026 8:05 AM
To: Council Mail
Subject: Review Sale of Mineral Rights

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Council Members,

I have reviewed the proposed agreement to sell Erie's mineral rights, and I strongly support moving forward with the sale. I respectfully urge you to reconsider the decision, review the proposal again, and hold a new vote.

I believe selling these mineral rights is in the best long-term interest of our town and will help position Erie for a stronger future. I encourage you to consider the broader benefits this opportunity may provide for our community and residents.

Thank you for your time and consideration.

Kind regards,

Candace Whitehouse

Resident of Erie

Meredyth Muth

From: Erin Winegar <erinmariewinegar@gmail.com>
Sent: Friday, June 19, 2026 5:29 PM
To: Council Mail
Subject: Please reconsider!

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Town Council,

I am writing to request that the Council Members reconsider their vote on Ordinance 028-2026: Authorizing the Sale of Minerals.

I understand that Draco is going to happen - with or without this agreement - and it is in the best interests of the Town and its residents to APPROVE THIS DEAL!

Sincerely,

Erin Winegar

Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

Please submit any written comments for the Town Council before **12 p.m. on June 22** for the comments to be provided in the Council materials packet.

Residents can also provide comment in person or online for the meeting. Attend in person at 645 Holbrook Street in Council Chambers (capacity is limited) or participate online at www.erieco.gov/CouncilMeeting.

Full Name	Zac Giammarrusco
City/Town of Residence	Erie
Email	zacgiammarrusco@gmail.com
Your Comment	Dear Mayor and Members of the Erie Town Council, I am writing to urge the Town Council to vote NO on the proposed sale of our municipal mineral rights. As a community, we spent more than two years fighting to hold Civitas (now SM Energy) accountable for the Draco Pad. Our neighborhood's position has not changed: sustainability remains our number one priority, as reflected in Erie's own community surveys. We did not vote to sell our mineral rights, and we do not support this deal. I ask the Council to reject this sale based on four critical points: • We Hold the Leverage Under SB24-185: Under current Colorado law, the Town's mineral rights cannot be force-pooled. If Erie refuses to sell, SM Energy is legally required to drill around us. Selling these rights means permanently surrendering the strongest legal tool we have to protect our neighborhood. • Clear Conflict of Interest: The Town hired Alameda Mineral Advisors to negotiate this deal—a firm led by a former Civitas executive. Paying an industry insider to "represent" the community we fought so hard to protect is a severe conflict of interest. The terms of this sale were effectively designed by the very industry benefiting from them. This is extremely concerning. • Plugging Old Wells is an Obligation, Not a Bargaining Chip: The framing of plugging 17 old wells as a "benefit" or a gift to the town is misleading. Remediating these old wells is a matter of basic public safety that should have been addressed long ago—it should not be used as a bargaining chip to justify a massive new sale. Negotiating a deal of this magnitude largely in private executive sessions undermines public trust. Erie residents have shown up consistently—including the 418 residents who submitted comments during the 2A period and the 271 who went on the official public record. We are asking you to represent our health, safety, and long-term sustainability. Please vote NO on the sale of Erie's municipal mineral rights. Sincerely, Zac Giammarrusco

Meredyth Muth

From: Ryan Zielinski <zielinski.ryan@gmail.com>
Sent: Saturday, June 20, 2026 10:12 AM
To: Council Mail
Subject: Erie Mineral Rights Re-Vote

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Erie Town Council,

The 3/3 vote last week made sense due to the lack of transparency which is currently under investigation by the attorney general. Mr. O'Connor specifically said "he agreed with residents who argued they still lacked sufficient information to make an informed decision about the proposed agreement. His comments signaled growing skepticism about moving forward without additional transparency, creating uncertainty about the vote's outcome." (https://yellowscene.com/2026/06/17/erie-mineral-rights-deal-fails-as-oconnor-breaks-from-council-majority/)

The question becomes, what happened in the last three days that has improved this transparency? Did the Attorney General magically say "Nope, no issues here, totally above board" or did O'Connor get pressured in some way to change his mind and will be voting "yes" with no additional information to the public?

Mr. Owens specifically stated that he did not solicit additional bids in a town session, which shows that this indeed violated the contract and had SPECIFICALLY been instructed not to do so. (https://yellowscene.com/2026/06/13/erie-residents-demand-answers-before-pivotal-mineral-rights-vote/) This to me states that the investigation by the AG has merit and that Mayor Moore's position on this (and the absurd email from a rambling John Mortellaro with little to no substance and lack of proofreading) is completely in the wrong and hidden behind closed doors. As someone that voted for Moore and Mortellaro, I am regretful of those votes due to how they have handled this situation. Transparency is key, and the "2.7%" mineral loss to SM, based on all available information, seems incorrect. Those corridors block 12 lines from fulfilling their capacity and are not easy to get around. There is a better deal to be had.

Bringing the exact same unrevised contract back to the dais just one week later with no added environmental protections, no continuous air monitoring, and no increased neighborhood safety buffers is completely absurd.

Since the vote, there has been no additional information other than "we want to vote again". This has not increased transparency. If there is information that the public is missing that contradicts the research that I have done, this MUST be shared with residents before another vote so that we can be informed, rather than swayed by advocacy groups and poor communication from the town. Until that transparency exists and the AG determines that this was on the up and up, I urge O'Connor to stick with his no vote as well as the rest of the council to vote no until there is both more transparency and a better deal.

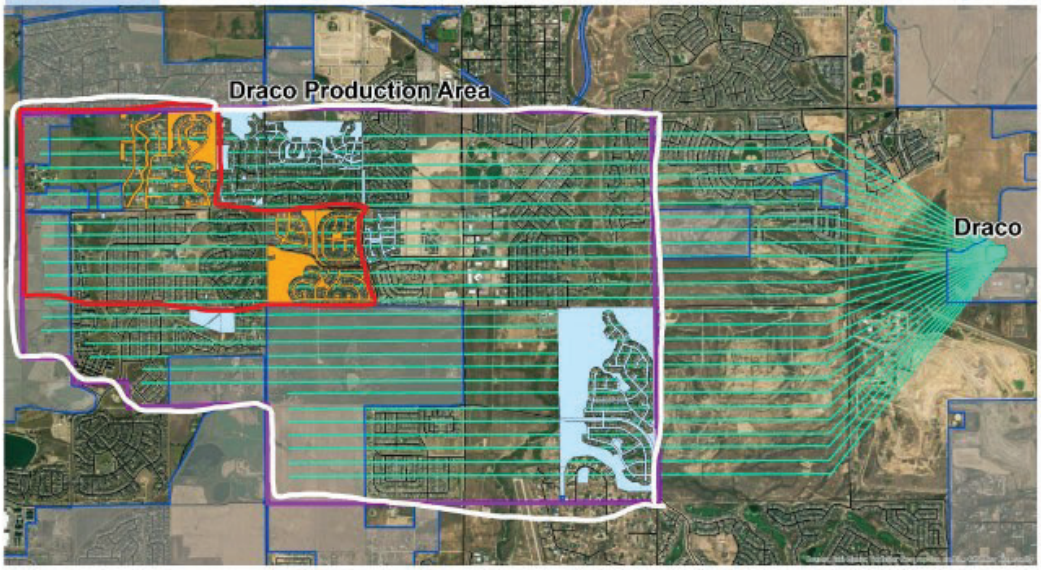
Due to my understanding of how this drilling works and how the law states that they cannot drill through our "small 2.7%", they would be losing out on 20-30% of the overall mineral volume behind this corridor. The red area is what they would have issues drilling into due to the inability to drill through our minerals. This is a massive number compared to the "just 2.7%" that has been told to us by the town. I am willing to hear that I am wrong, but I would need transparency and for engineering facts to be shared. Additionally, the longest laterals ever drilled were straight 4.57 miles with no curves or going around property/mineral lines. 4+ mile lines are relatively rare. They will not easily (or at all) be able to zig zag these lines due to the engineering difficulty and I doubt they are willing to lose out on that large of a drilling area, significantly increasing our leverage.. Make a better deal for this large, currently untappable portion if they are 'just going to drill anyway'.

What would increase transparency would be answers to the following:

The town has stated Erie's unleased minerals represent 'just 2.7%' of the total. Based on the published map, our unleased parcels appear to sit in the western-to-mid portion of the drilling corridor, in two separate clusters, with already-leased Erie minerals appearing to lie beyond them to the west. Can the town or SM Energy confirm:

1. **Do any of the planned 26 laterals require passing through, or terminating beyond, the unleased orange parcels shown on the town's own map?**
2. **If so, what is the engineering plan for reaching the leased acreage that appears to lie west of those parcels — lateral steering around the unleased zones, shortened laterals that forfeit that acreage, or some other method?**
3. **Has SM Energy provided the town with a well-by-well lateral plan showing how each of the 26 wells routes relative to Erie's specific unleased acreage? If so, will that be made public before the vote?**
4. **If the 2.7% figure refers only to surface acreage and not to the percentage of recoverable reserves or lateral footage affected, can the town clarify which figure is being cited?"**

Draco Drilling Area & Town's Mineral Rights



Light blue area show already leased minerals; orange areas show unleased minerals

Thank you for reading my concerns,

Ryan Zielinski

Meredyth Muth

From: Clifford Zwart <clifford.m.zwart@gmail.com>
Sent: Monday, June 22, 2026 11:25 AM
To: Council Mail
Subject: I Support the Draco Deal

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Erie Town Council,

As a former practicing oil and gas exploration geophysicist and educated geologist, with my B.S. degree in Earth Sciences majoring in both Geophysics and Geology, I see the Draco deal in the best interest of the Town of Erie with its health and safety concessions, and financial and land benefits.

Please vote to approve the Draco deal.

--

Cliff Zwart, MS (Project Management), BS Earth Sciences (Geophysics and Geology)

Erie, Colorado

Town Council

Board Meeting Date: 6/23/2026

File #: 2026-370, **Version:** 1

SUBJECT:
PUBLIC HEARING: A Resolution of the Town Council of the Town of Erie Approving the Erie Junction Duplex Special Review Use with a Condition

DEPARTMENT: Planning & Development

PRESENTER(S): Christopher C. LaRue, Principal Planner

TIME ESTIMATE: 45 minutes

POLICY ISSUES:
Town Council must decide on the appropriateness for duplex uses at the proposed location.

RECOMMENDATIONS:
Staff find the Erie Junction Duplex Special Review Use application complies with the Approval Criteria and recommend Town Council approve the resolution. On May 20, 2026 the Planning Commission recommended Approval (7-0).

SUMMARY/KEY POINTS

- Duplex uses within the Old Town Residential (OTR) Zone require a Special Review Use (SRU) approval.
- The site at Balcolm Street and County Line Road is platted for 10 duplex buildings (20 units) and one triplex (3 units).
- This SRU includes the 10 duplex buildings, per the request of the applicant.
- Each duplex must meet the Town of Erie's Development Design Standards and will be reviewed during future architectural applications. Examples of architecture are provided within the report.

BACKGROUND OF SUBJECT MATTER:
The project started review in 2021, which initially included both a preliminary plat and SRU application. While these applications are typically brought together to Planning Commission and Town Council, only the preliminary plat moved forward. The preliminary plat was approved by Town Council in early 2022, and the final plat and development agreement were approved in 2023. Horizontal infrastructure was completed in 2024 and remains under warranty through July 2027.

In 2025, staff determined the original SRU and triplex site plan had not moved beyond the application process. The applicant chose to pursue only the duplex SRU, submitting in December 2025. In 2026, the duplex SRU application was deemed complete, sent to referral, reviewed by DRT, and cleared to proceed to public hearings. The Planning Commission public hearing was held on May 20, 2026, and resulted in unanimous support for approval of the SRU.

ATTACHMENT(S):

1. Resolution
2. Staff Report
3. Staff Presentation
4. Application Materials
5. DRT Comments
6. Neighborhood Meeting Information
7. Public Hearing Notices
8. Preliminary Plat TC Resolution
9. Final Plat TC Resolution
10. Public Comment
11. PC Resolution

Town of Erie
Resolution No. 26-119

A Resolution of the Town Council of the Town of Erie Approving the Erie Junction Duplex Special Review Use with a Condition

Whereas, Erie Junction, LLC ("Applicant") filed an application (the "Application") for approval of the Erie Junction Duplex Special Review Use for the real property legally described as Erie Junction Final Plat; and

Whereas, on December 23, 2025, the Applicant submitted the Application to the Town of Erie; and

Whereas, on May 20, 2026, the Planning Commission held a properly-noticed public hearing on the Application; and recommended that the Town Council approve the Application; and

Whereas, on June 23, 2026, the Town Council held a properly-noticed public hearing on the Application.

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

Section 1. Findings. Upon consideration of the Application and supporting documentation, hearing the statements of Town staff and the public, and giving due consideration to the matter, the Town Council finds and determines as follows:

a. Specifically, the Application satisfies the following criteria set forth in Section 10.7.11.C.2 of the UDC:

   i. The proposed use is generally consistent with the town's comprehensive plan and all applicable provisions of this UDC and applicable state and federal regulations;

   ii. The proposed use is generally consistent with the purpose and intent of the zoning district in which it is located;

   iii. The proposed use is generally consistent with any applicable use-specific standards set forth in section 10-3-2;

   iv. The proposed use is compatible with adjacent uses in terms of scale, site design, and operating characteristics (hours of operation, traffic generation, lighting, noise, odor, dust, and other external impacts);

v. Any significant adverse impacts anticipated to result from the use will be mitigated or offset to the maximum extent reasonably practicable;

vi. Facilities and services (including sewage and waste disposal, water, gas, election, police and fire protection, and streets and transportation, as applicable) will be available to serve the subject property while maintaining adequate levels of service for existing development;

vii. Adequate assurances of continuing maintenance have been provided; and

viii. Any significant adverse impacts on the natural environment will be mitigated to the maximum extent reasonably practicable.

Section 2. Decision. Based on the foregoing findings, the Town Council hereby approve the Special Review Use as described in the Application, subject to the following condition:

a. The developer shall build and pass along maintenance responsibility for fences where shown on the current concept plan on the two northern lots, but not including the area adjacent to the paved roadway.

Adopted this 23rd day of June, 2026.

_____
Andrew J. Moore, Mayor

ATTEST:

_____
Debbie Stamp, Town Clerk

TOWN OF ERIE
TOWN COUNCIL AGENDA ITEM
June 23, 2026

SUBJECT: **PUBLIC HEARING: SRU2025-00005**

Resolution of the Town Council of the Town of Erie Approving the Erie Junction Duplex Special Review Use with one Condition

CODE REVIEW: Erie Municipal Code, Title 10

PURPOSE: Consideration of a proposal to allow duplex uses within the Erie Junction Subdivision which is zoned Old Town Residential (OTR).

DEPARTMENT: Planning and Development

PRESENTER: Christopher C. LaRue, Principal Planner

STAFF RECOMMENDATION:

Staff find the Erie Junction Special Review Use (SRU) application complies with the Approval Criteria and recommend the Town Council approve the SRU.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission considered this request on May 20, 2026, and unanimously recommended Approval to Town Council with one condition. No public testimony was presented during the hearing. The applicant expressed frustrations about securing financing for the project and that he believed he had already received approval for the Special Review Use. Topics discussed included:

- Fencing and who maintains it—and requiring it on the northern lots
- Product types, number of units, streets
- Comprehensive Plan designation for the site
- Process
- Support for providing more diverse housing options within the area

The Planning Commission recommended the following condition:

> The developer shall build and pass along maintenance responsibility for fences where shown on the current concept plan on the two northern lots but not including the area adjacent to the paved roadway.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Applicant: Diverge Homes LLC
c/o Nick Jacobs
603 South Public Road, # 765
Lafayette, CO 80026

Existing Conditions:

Zoning:	Old Town Residential (OTR)
Future Land Use Map:	Residential-Medium
Property Size:	2.73 Acres
Existing Use:	Vacant Lots

Location Map:

The site is located at the northeast corner of East County Line Road and Balcom Street in Old Town Erie. The map below highlights the site in red and shows the surrounding context:

Adjacent Land-Use/Zoning:

	ZONING	LAND USE
NORTH	Old Town Residential (OTR)	Single-Family detached
SOUTH	Old Town Residential (OTR)	Balcolm Street & Single-Family detached
EAST	Old Town Residential (OTR)	Alley & Single-Family detached
WEST	Business (B)	Day Care & Mountain Kids Gymnastics

Site History:

2021

- January: Staff considered Sketch Plan for the project
    - The project was referred out as a plat, Special Review Use, and site plan.
    - The platting process was completed prior to the SRU moving forward. This is allowed by code but is atypical.
- December: Preliminary Plat was recommended for approval by Planning Commission

2022

- January: Preliminary Plat was approved by Board of Trustees (BOT)

2023

- November: Final Plat and Development Agreement was approved by Town Council (TC) on the consent docket.

2024

- The site infrastructure was built out according to the approved final plat and Construction Documents. The infrastructure is in preliminary acceptance and still under the warranty through July 28, 2027.

2025

- May: Project site was listed for sale.
- December: Applicant inquired about building permits for vertical construction. Staff determined that the SRU and site plan for the triplex were required next steps.
- Staff advised the applicant to submit the SRU for the duplex and one triplex along with a site plan for the triplex.
- Applicant chose to move forward with only the duplexes in the SRU.
- Applicant submitted for the SRU on December 23, 2025.

2026

- Application was considered complete on February 23, 2026
- Sent for referral on February 27, 2026
- Development Review Team (DRT) meeting April 2, 2026
- Public Hearings scheduled for May 20 for PC and June 23 for TC

Future Required Applications:

If Town Council approves the SRU for the duplexes, the applicant may move forward with architecture reviews, building permits, and construction. One triplex building

remains ineligible for building permits until the applicant submits and receives approval for an SRU and site plan specific to that use. Duplex development is not subject to site plan review.

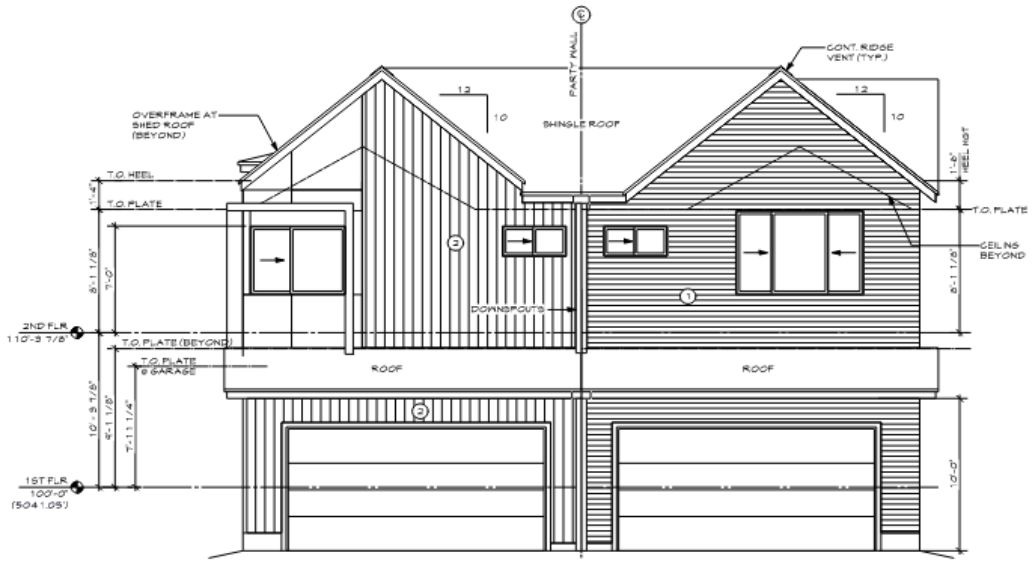
Proposal Overview:

The site has a Final Plat that allows development of ten duplex buildings (20 units total) and one triplex building (3 units). The entire property is zoned Old Town Residential (OTR), which permits single-family detached dwellings by right. Duplex dwellings and single-family attached dwellings (three or more units) are allowed only through Special Review Use (SRU) approval. As noted in the project history, the plat process was completed prior to initiating the SRU. The SRU described in this report and application applies solely to the duplex lots.

Existing lot sizes range from 3,043 to 3,354 square feet. Access to all lots is provided via private streets and alleys connecting to Balcolm Street. Most homes will take access from the alley for garage placement, while six units on the west side of the development will have front-loaded garages. Each duplex must be designed in compliance with the Town of Erie's Development Design Standards, which will be fully evaluated during future architectural review applications. The applicant has submitted one conceptual design to illustrate the vision for the development.

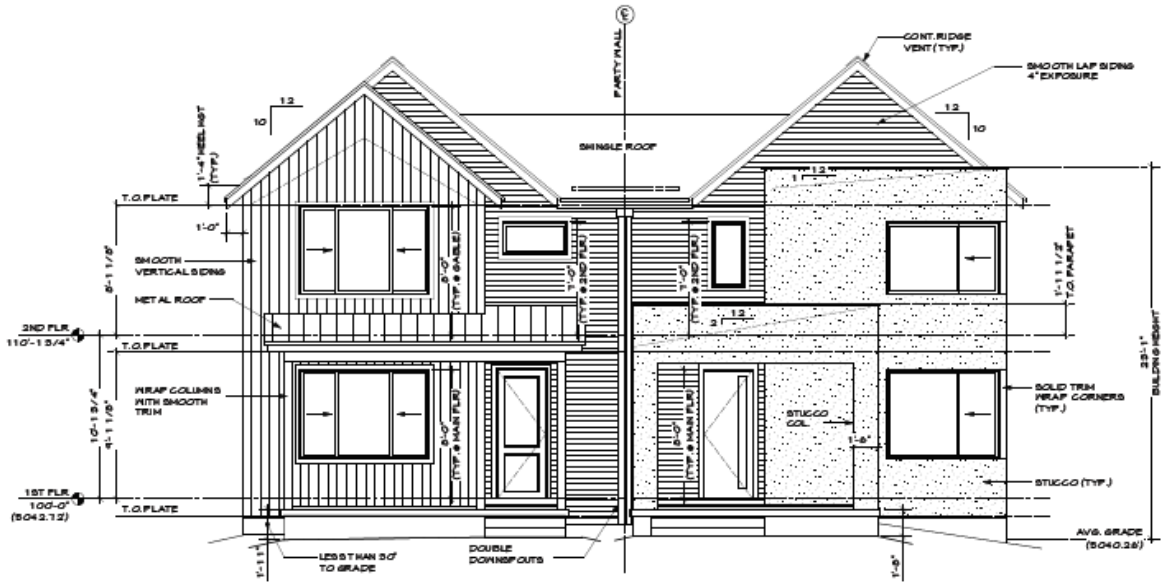
Below is an example of an alley loaded product:

EAST ELEVATION

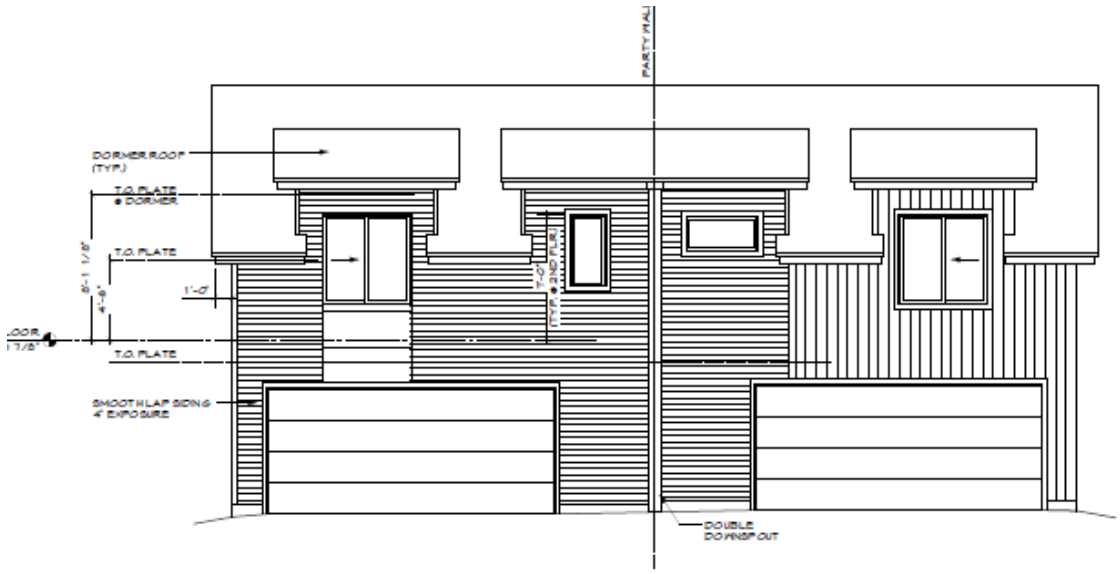


WEST ELEVATION

Below is another example of architecture followed by its detached garage:



WEST ELEVATION
1/4"-1'-0"



EAST ELEVATION
1/4"=1'-0"

Below is a sample color rendering:

The applicant will submit the final products for architectural review upon SRU approval.

Compliance with Town of Erie Comprehensive Plan:

The SRU application is consistent with the land use designations shown on the 2024 Comprehensive Plan Future Land Use Map. The map identifies this site as Residential–Medium. The subject property is outlined with a black dashed line on the Future Land Use Map.

This application is consistent with the Comprehensive Plan in both the Residential-Medium land use designation and the applicable policy goals outlined in the plan. According to the Comprehensive Plan, the Residential-Medium category accommodates a mix of housing types, ranging from small-lot single-family homes and duplexes to townhouses and garden apartments. Density within this designation generally ranges from 8 to 18 dwelling units per acre. As platted, the project falls at the lower end of this range, at 8.42 du/ac.

The application conforms with multiple goals and policies within the 2024 Comprehensive Plan including the following:

- C.5.1: Ensure that new development meets Comprehensive Plan vision, priorities, and resources management.

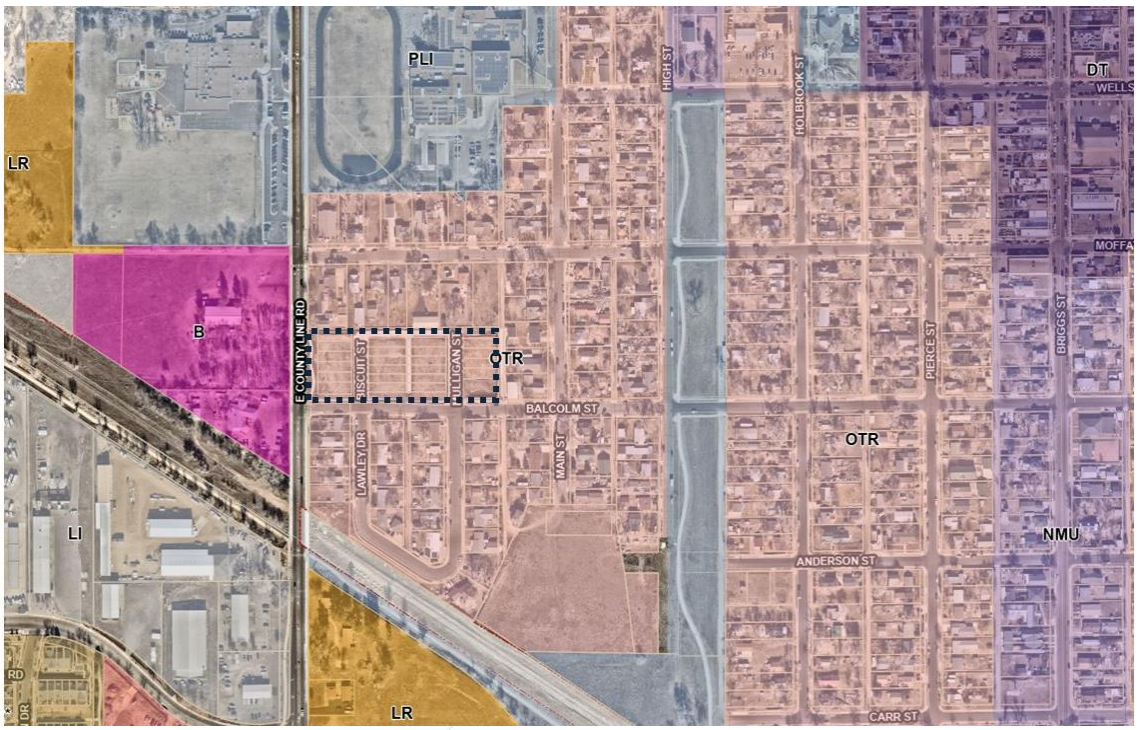
  Developing duplexes will help contribute to the need for more diverse housing typologies and improved affordability within the community.

- 2. H.1.1: Locate higher density housing and mixed-use development in areas that are currently served or will be served by bus transit and neighborhood centers.

  This development supports the neighborhood center of Historic Old Town and is also near Erie Town Center.

Compliance with Town of Erie Zoning Map:

The subject property is zoned Old Town Residential (OTR). The property is outlined with a black dashed line on the zoning map below. The OTR zone district allows duplex, multi-family, and single-family attached housing (3 or more connected units) with a Special Review Use approval. The proposed project is consistent and complies with the land use table, dimensional standards, and the development standards in the UDC.



Access and Parking:

Staff previously reviewed the applicant's traffic impact study during the final plat process. The existing access points and street network can accommodate the development. The project will utilize the existing access points onto Balcolm Street from the constructed private drive. Units will include garage and driveway parking. Additionally, on-street parking is permitted on the two private streets.

Utilities, Infrastructure, and Drainage:

Town engineering staff have no outstanding utility concerns. Adequate utilities are established to serve the site.

STAFF REVIEW AND ANALYSIS

Staff finds the application is consistent with the Special Review Use approval criteria in the UDC, Section 10.7.11.C.2, as outlined below.

a. The proposed use is generally consistent with the town's comprehensive plan and all applicable provisions of this UDC and applicable state and federal regulations;

Staff: The duplex use is consistent with the goals of the Town's Comprehensive Plan and Future Land Use Plan, as well as all applicable provisions of the Unified Development Code, State regulations, and federal regulations.

b. The proposed use is generally consistent with the purpose and intent of the zoning district in which it is located;

Staff: The proposed use is permitted as a Special Review Use within the OTR zone district. The site has been platted to accommodate the proposed development and is consistent with the intent and standards of the zoning district.

c. The proposed use is generally consistent with any applicable use-specific standards set forth in section 10-3-2;

Staff: The plat was previously approved to accommodate the proposed Special Review Use and demonstrated compliance with the applicable standards. The duplexes will introduce an alternative housing type that is limited within Old Town.

d. The proposed use is compatible with adjacent uses in terms of scale, site design, and operating characteristics (hours of operation, traffic generation, lighting, noise, odor, dust, and other external impacts);

Staff: The twenty duplexes will be consistent with the surrounding area in both design and scale and will not introduce significant impacts. The site layout was previously reviewed and approved through the final plat. Future architectural and building permit reviews will ensure compliance with all applicable standards and requirements in the Unified Development Code.

e. Any significant adverse impacts anticipated to result from the use will be mitigated or offset to the maximum extent reasonably practicable;

Staff:

Adverse impacts to surrounding properties are expected to be minimal, as the proposed duplexes are similar in scale and intensity to existing residential uses in the area. Adequate parking will be provided in accordance with the UDC parking requirements, with each unit supplying two off-street parking spaces. Additional on-street parking can be accommodated along the private streets.

f. Facilities and services (including sewage and waste disposal, water, gas, election, police and fire protection, and streets and transportation, as applicable) will be available to serve the subject property while maintaining adequate levels of service for existing development;

Staff: As a site located within an existing, established developed area, infrastructure and utilities are already in place and available to serve the proposed use.

g. Adequate assurances of continuing maintenance have been provided; and

Staff: Staff have no concerns regarding ongoing maintenance, as the development will be maintained the same as other neighborhoods within Town.

h. Any significant adverse impacts on the natural environment will be mitigated to the maximum extent reasonably practicable.

Staff: No significant adverse impacts on the natural environment were identified during the plat approval process.

NEIGHBORHOOD MEETING

As required by the Municipal Code, a Neighborhood Meeting was held on April 16, 2026. A summary of the meeting is attached to this report for reference.

PUBLIC NOTICE

Notice of this Public Hearing has been provided as follows:

Published in the paper: 6/3/26

Property Posted: by 6/5/26

Letters to adjacent property owners within 500 feet: by 6/5/26

Erie Junction Duplex SRU

Town Council

Chris LaRue, Principal Planner

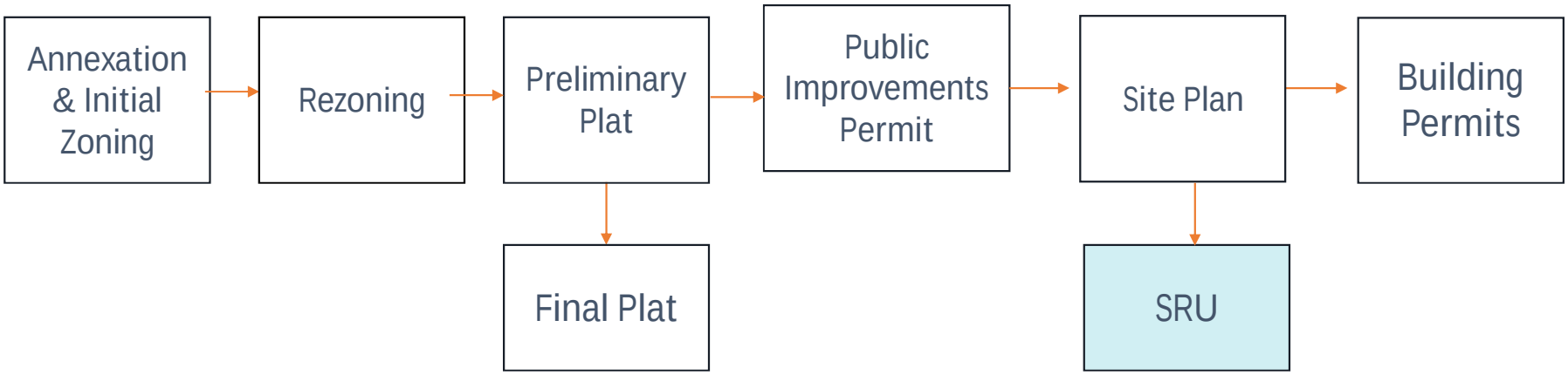
June 23, 2026

Request

SRU – Planning Commission Recommendation

- Project Size: 2.73 Acres
- Existing Zoning: Old Town Residential (OTR)
- Existing Use: Vacant Lots

Development Review Process



Overview

- Background
- Proposal
- Decision

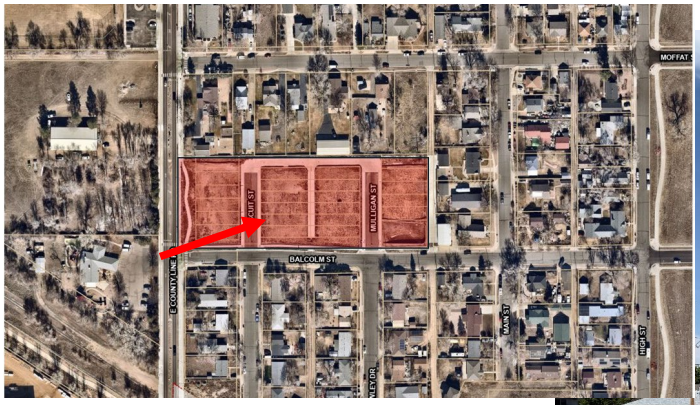
Location

Subject site is northeast of County Line Rd & Balcolm St

Location – North on County Line

Location – East on Balcolm

Location – East into site

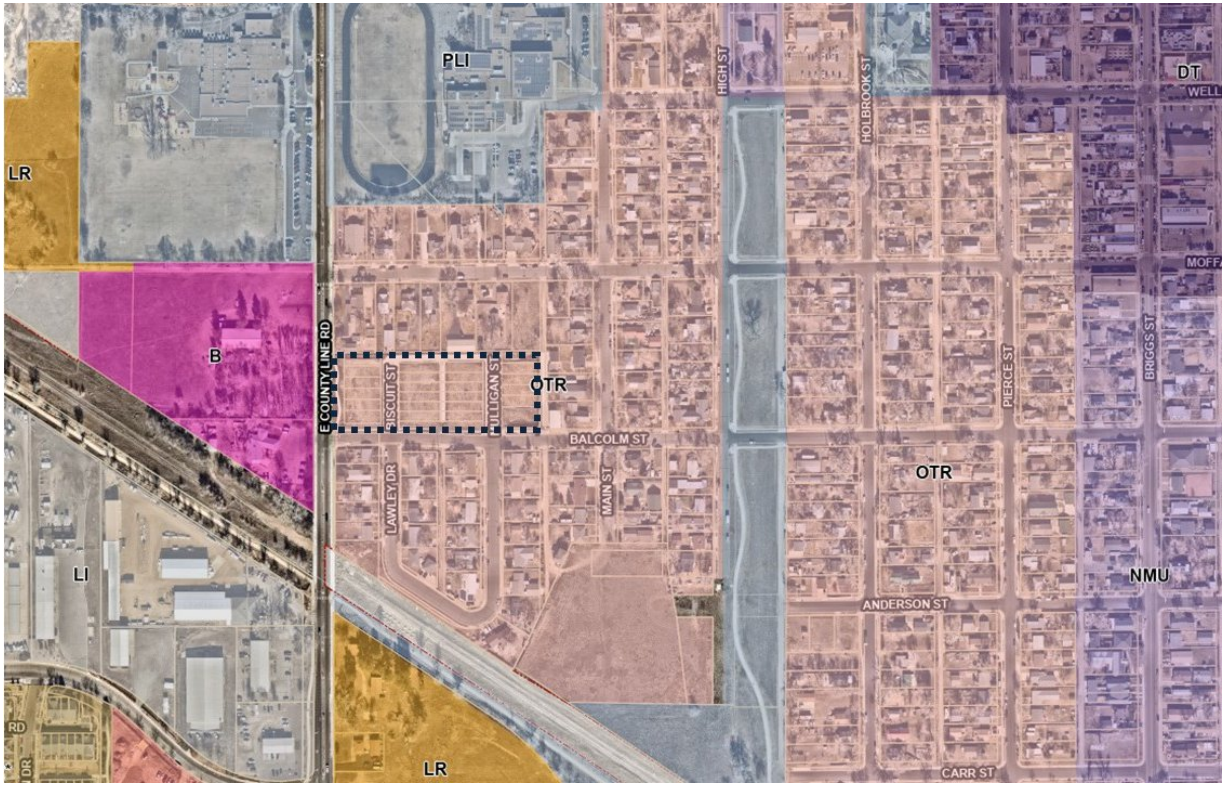


Existing Zoning

OTR

Allows SFD

Duplex/SFA allowed by SRU



Comprehensive Plan

Residential-Medium

Mix of housing types- small lot SFD; duplexes, townhomes; & smaller scale apts (garden apts) – 8 to 18 du/ac

Comprehensive Plan Policies

C.5.1: Ensure that new development meets Comprehensive Plan vision, priorities, and resources management.

- *Developing duplexes will help contribute to the need for more diverse housing typologies and improved affordability within the community.*

2. H.1.1: Locate higher density housing and mixed-use development in areas that are currently served or will be served by bus transit and neighborhood centers.

- *Medium density development supports the neighborhood center of Historic Old Town & is near Erie Town Center*

Overview

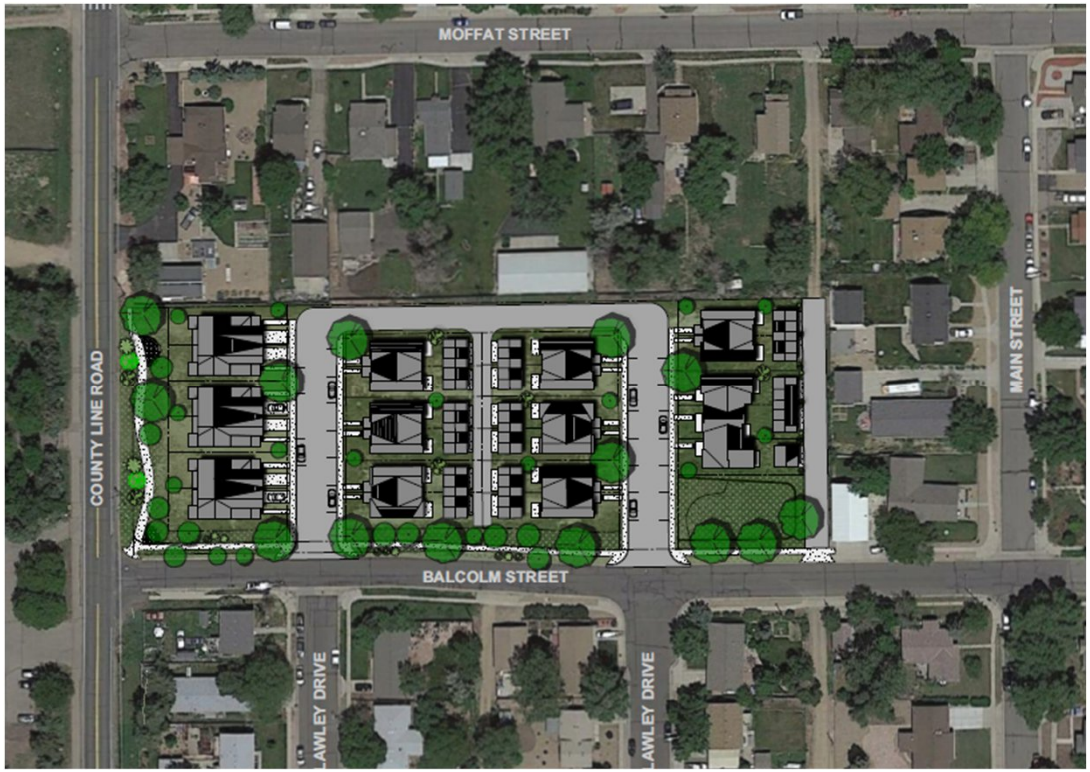
- ✓ Background
- Proposal
- Decision

SRU for Duplexes in OTR

10 buildings/20 units

6 western units are front loaded

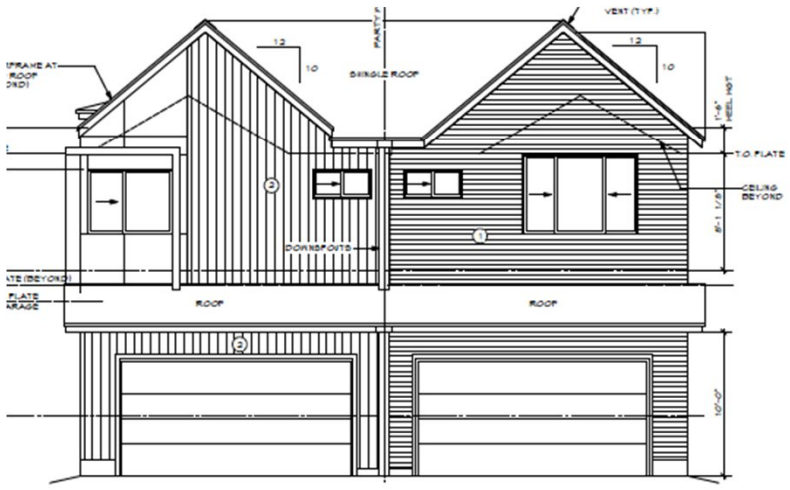
14 units are alley loaded



SRU for Duplexes in OTR

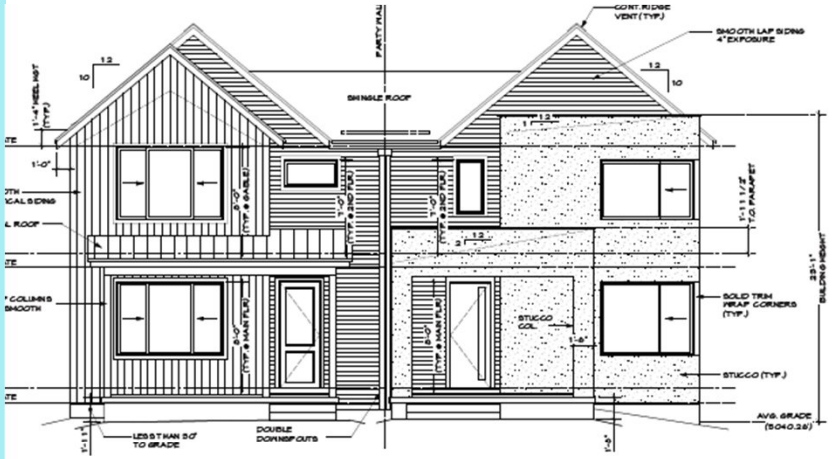
Future Architecture reviews to ensure designs elements are met

Duplexes



WEST ELEVATION

Duplexes


SMOOTH LAP SIDING 4" EXPOSURE
SHINGLE ROOF
STUCCO
SOLID TRIM WRAP CORNERS (TYP.)
STUCCO (TYP.)
AVG. GRADE (504.0.28)
DOUBLE DOWNSPOUTS

HORZ LAP SIDING
ROOF BEHIND PARAPET
STUCCO
T.O. PLATE
T.O. PLATE
T.O. PLATE

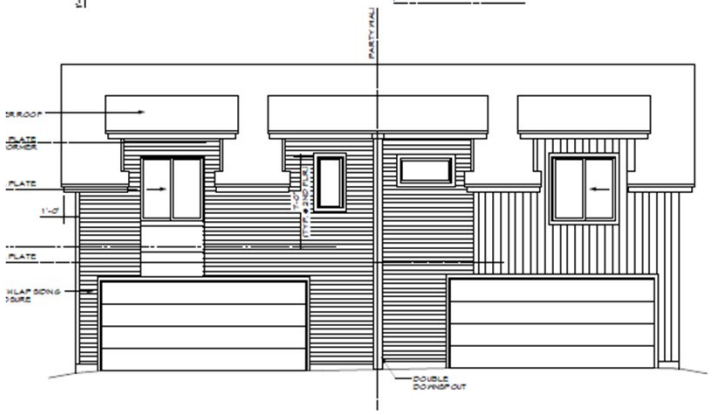


PLATE
PLATE
DOUBLE DOWNSPOUT

Overview

- ✓ Background
- ✓ Proposal
- Decision

Approval Criteria

UDC Section 10-7-11(C)(2)

a. The proposed use is generally consistent with the town's comprehensive plan and all applicable provisions of this UDC and applicable state and federal regulations.

b. The proposed use is generally consistent with the purpose and intent of the zoning district in which it is located.

c. The proposed use is generally consistent with any applicable use-specific standards set forth in section 10-3-2.

Approval Criteria

UDC Section 10-7-11(C)(2)

d. The proposed use is compatible with adjacent uses in terms of scale, site design, and operating characteristics (hours of operation, traffic generation, lighting, noise, odor, dust, and other external impacts).

e. Any significant adverse impacts anticipated to result from the use will be mitigated or offset to the maximum extent reasonably practicable.

Approval Criteria, continued

UDC Section 10-7-11(C)(2)

f. Adequate assurances of continuing maintenance have been provided.

g. Any significant adverse impacts on the natural environment will be mitigated to the maximum extent reasonably practicable.

Staff Recommendation

Staff find the application complies with the Approval Criteria & recommends the PC Adopt the Resolution recommending Approval of the Erie Junction Duplex Special Review Use

Planning Commission

- 5/20/26: 7-0 vote to recommend approval with a condition
- Discussion included:
  - Fencing & maintenance
  - Product types, number of units, access
  - Comprehensive Plan
  - Process

Neighborhood Meeting

- April 16, 2026
- 4 Attendees reported

Public Notice

Public Notice of Planning Commission Hearing:

Published in the paper:	6/3/26
Property Posted:	6/5/26
Letters to Adjacent Property Owners:	6/5/26

Erie Junction Duplex SRU

Town Council

Chris LaRue, Principal Planner

June 23, 2026

DIVERGE

Erie Junction SRU 2025-00005
Applicant Narrative

Planning Commission & Town Council
Town of Erie
645 Holbrook Street
Erie, CO 80516

To Whom It May Concern:

My name is Nick Jacobs, I am the owner of Diverge Homes. I have been the point of contact and lead person for the Erie Junction development since our initial meetings with the Town in the summer of 2020.

We are here now, applying again for the SRU, because the Town Planning Department and Planning Commission have conducted actions in bad faith at the expense of Diverge Homes. We should not be required to submit another application for SRU because we were awarded approval of the SRU and Triplex Site Plan concurrently with the Final Plat approval in November 2023.

Per the letter attached herein dated November 2021 from Town of Erie Planner, Chris LaRue, the SRU and Triplex Site Plan were to be approved prior to Final Plat. For two years following this letter, Diverge Homes worked with the Town of Erie on staff reviews and meetings for the SRU and Triplex Site Plan. Most importantly, when the Town scheduled the Final Plat hearing, I explicitly asked Mr. LaRue about the need for SRU and Triplex Site Plan approvals. At that time, Mr. LaRue verbally told me that they would be approved simultaneously with the Final Plat. On the night of the Final Plat hearing, Mr. LaRue reconfirmed the same message at the end of the hearing.

The Town then proceeded with the development's construction documents because the SRU and Triplex Site Plan were also approved. Why else would all parties at Diverge Homes and the Town have worked so diligently on the development documents?

Since then, we have met our obligations in every way. We finished infrastructure in July 2025 and received Town Initial Acceptance in August 2025. We submitted our building permit plans for construction of the first duplexes in November 2025 and that is when the Town began working in bad faith.

We have incurred 6 months of delays. Each month this project costs approximately $19,000 in loan interest, property taxes, insurance, and property maintenance.

DIVERGE

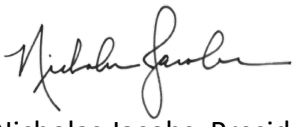
With this current SRU application, we expect the Town to honor their commitments and ours since the inception of this project.

Those commitments are as follows:

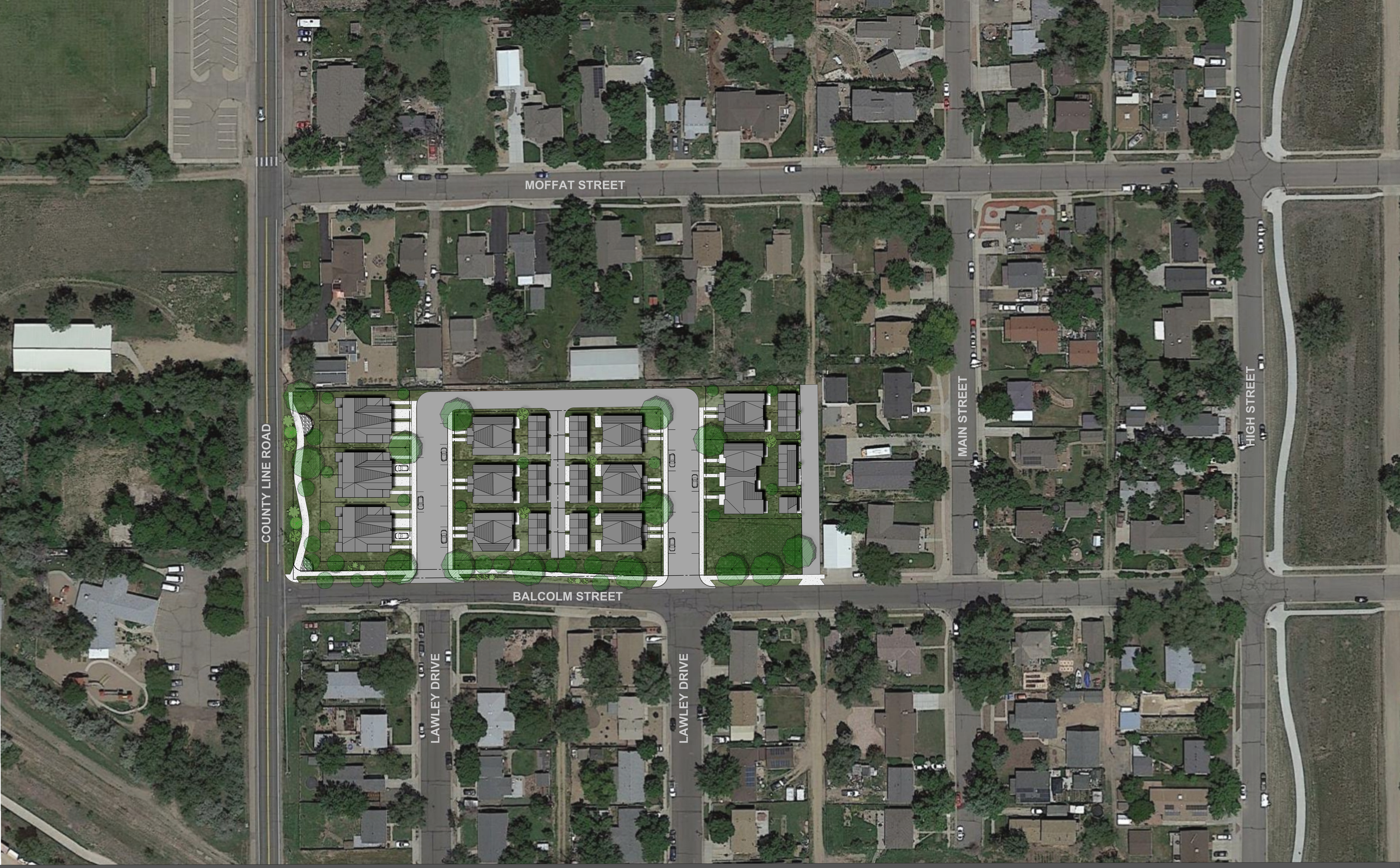
1.) To make all duplex lots (Lots 1 through 20) within the Erie Junction Final Plat subject to the following Town codes and ordinances:
    a. The Unified Development code: Chapter 10 of the Town Code: Mini TOC: Title 10 - UNIFIED DEVELOPMENT CODE | Code of Ordinances | Erie, CO | Municode Library.
    b. Development Design Standards: Unified Development Code | Erie, CO (also attached).
2.) To allow for no variances whatsoever without being subject to another SRU process.
3.) To acknowledge the right to submit different architectural styles for the duplexes, some of which are suggested below, provided that there are no conflicts with Town Code and Standards.
    a. Duplexes with Attached Garages
    b. Duplexes with Detached Garages
    c. Duplexes with no Garages if the home buyer chooses not build one.
4.) To move forward with Triplex Site Plan as previously approved by the Town in November 2023.

Lastly, I expect an apology from Planning Commission & Town Council and remuneration for the Town's cost of delays via reduction of building permit and water rights fees.

Sincerely,



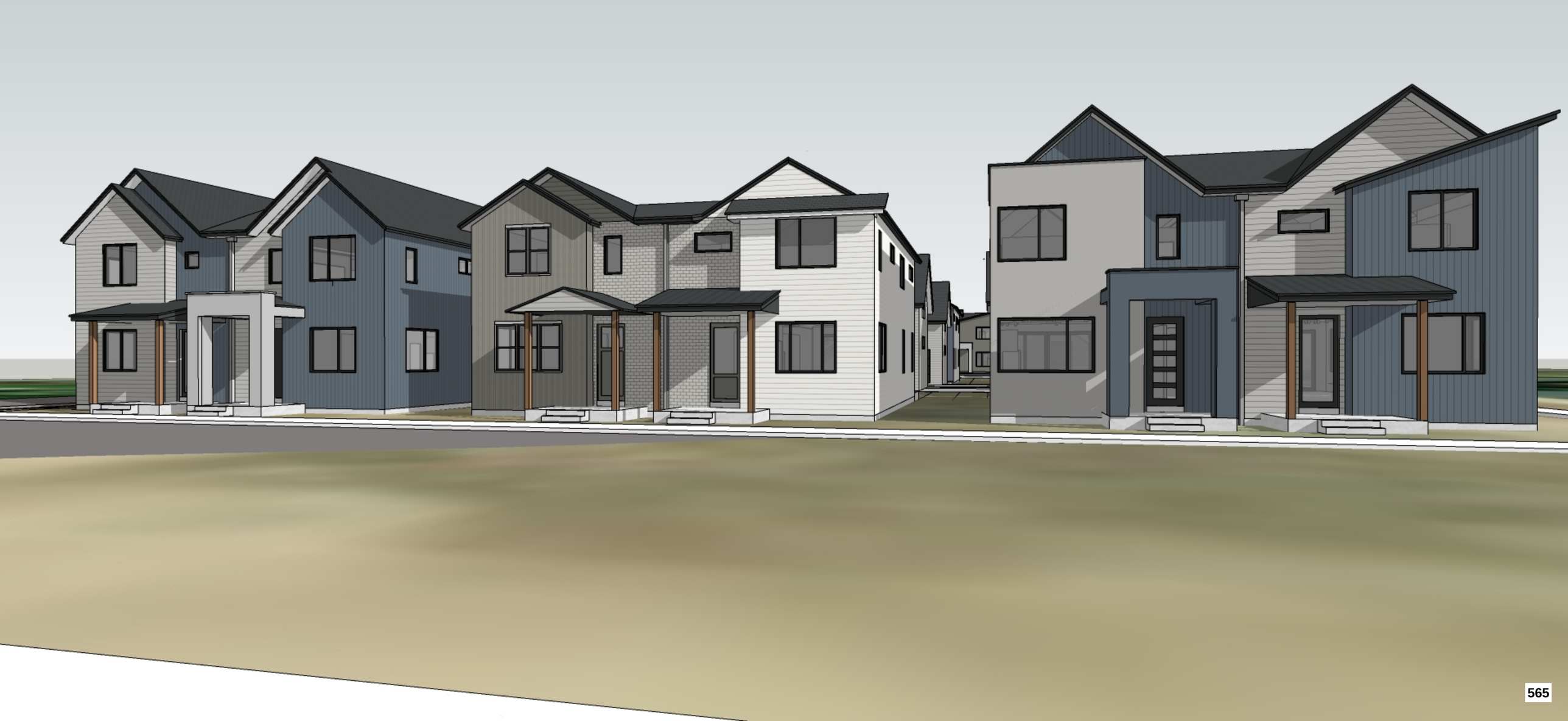
Nicholas Jacobs, President
Diverge Homes LLC



ERIE JUNCTION ILLUSTRATIVE PLAN

stewart ARCHITECTURE
1132 JEFFERSON AVENUE
LOUISVILLE, CO 80027
303.665.6668

DIVERGE
603 S PUBLIC RD, #765
LAFAYETTE, CO 80026
WWW.DIVERGEHOMES.COM



4931569 11/17/2023 04:22 PM
Total Pages: 2 Rec Fee: $23.00
Carly Koppes - Clerk and Recorder, Weld County , CO

ERIE JUNCTION FINAL PLAT

A PARCEL OF LAND, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 18,
TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M.,
TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO
2.73 ACRES – 23 LOTS/4 TRACTS
FP–001422–2022

TRACT SUMMARY CHART			
Tract	**Area**	**Use**	**Maintenance**
TRACT A	0.16 AC	UTILITY, LANDSCAPE & PUBLIC SIDEWALK	HOA
TRACT B	0.60 AC	ACCESS, LANDSCAPE, UTILITY & DRAINAGE	HOA
TRACT C	0.15 AC	LANDSCAPE & DRAINAGE	HOA
TRACT D	0.10 AC	LANDSCAPE, UTILITY & DRAINAGE	HOA

LAND SUMMARY CHART		
Type	**Area (AC)**	**% Of Total Area**
RESIDENTIAL LOTS	1.65	60.4%
TRACTS	1.01	37.0%
PUBLIC R.O.W.	0.07	2.6%
TOTAL	2.73	100.0%

Dedication and Ownership Statement

THE UNDERSIGNED, BEING ALL THE OWNERS OR LIEN HOLDERS OF CERTAIN LANDS IN THE TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

AN UNPLATTED PARCEL OF LAND AS DESCRIBED IN THE RECORDS OF WELD COUNTY ON DECEMBER 17, 2020, AT RECEPTION NO. 4662334, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 18 TO BEAR NORTH 00°24'01" WEST, A DISTANCE OF 2650.86 FEET BETWEEN A FOUND 3 1/4" BRASS CAP IN MONUMENT BOX, ILLEGIBLE AT THE SOUTHWEST CORNER OF SECTION 18 AND A FOUND 2 1/2" ALUMINUM CAP, ILLEGIBLE IN MONUMENT BOX AT THE WEST 1/4 CORNER OF SECTION 18, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT SAID SOUTHWEST CORNER.
THENCE ALONG SAID WEST LINE, NORTH 00°24'01" WEST, A DISTANCE OF 1406.66 FEET;
THENCE DEPARTING SAID WEST LINE, NORTH 89°07'40" EAST, A DISTANCE OF 30.00 FEET, TO A POINT ON THE EAST RIGHT–OF–WAY LINE OF WELD COUNTY ROAD NO. 1, AND THE POINT OF BEGINNING.

THENCE ALONG SAID EAST RIGHT–OF–WAY LINE, NORTH 00°24'01" WEST, A DISTANCE OF 208.93 FEET;
THENCE DEPARTING SAID EAST RIGHT–OF–WAY LINE, AND ALONG THE NORTH LINE OF SAID UNPLATTED PARCEL OF LAND, NORTH 88°54'29" EAST, A DISTANCE OF 564.68 FEET TO A POINT ON THE WEST RIGHT–OF–WAY LINE OF A PLATTED ALLEY;
THENCE ALONG SAID WEST RIGHT–OF–WAY LINE, SOUTH 01°03'01" EAST, A DISTANCE OF 211.09 FEET TO A POINT ON THE NORTH RIGHT–OF–WAY LINE OF BALCOLM STREET;
THENCE ALONG SAID NORTH RIGHT–OF–WAY LINE, SOUTH 89°07'40" WEST, A DISTANCE OF 567.06 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 118,835 SQ. FT., OR 2.73 ACRES, MORE OR LESS.

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS, BLOCKS, STREETS, TRACTS, AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF ERIE JUNCTION FINAL PLAT, THE STREETS, AND EASEMENTS SHOWN HEREON ARE DEDICATED TO THE TOWN AND THE PUBLIC, FOR PUBLIC USES AND PURPOSES AS SHOWN HEREON.

OWNER/LIEN HOLDER:
ERIE JUNCTION LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: NICHOLAS JACOBS, MANAGER — DATE: 11/16/23

ATTEST:

SECRETARY/TREASURER

STATE OF COLORADO)
)SS.
COUNTY OF Broomfield)

ACKNOWLEDGED BEFORE ME THIS 16th DAY OF November, 2023 BY NICHOLAS JACOBS AS MANAGER OF ERIE JUNCTION LLC, A COLORADO LIMITED LIABILITY COMPANY

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

DIANA KIERNAN
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20154011226
MY COMMISSION EXPIRES MAR 19, 2027

MY COMMISSION EXPIRES: 3/19/2027

LIEN HOLDER
ELEVATIONS CREDIT UNION
COMMERCIAL AND BUSINESS BANKING

BY: TODD A. PEYOK, SENIOR VICE PRESIDENT OF ELEVATIONS CREDIT UNION — DATE: 11/16/23

STATE OF COLORADO)
)SS.
COUNTY OF Broomfield)

ACKNOWLEDGED BEFORE ME THIS 16th DAY OF November, 2023 BY TODD A. PEYOK, SENIOR VICE PRESIDENT OF ELEVATIONS CREDIT UNION.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

DIANA KIERNAN
NOTARY PUBLIC - STATE OF COLORADO
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MY COMMISSION EXPIRES MAR 19, 2027

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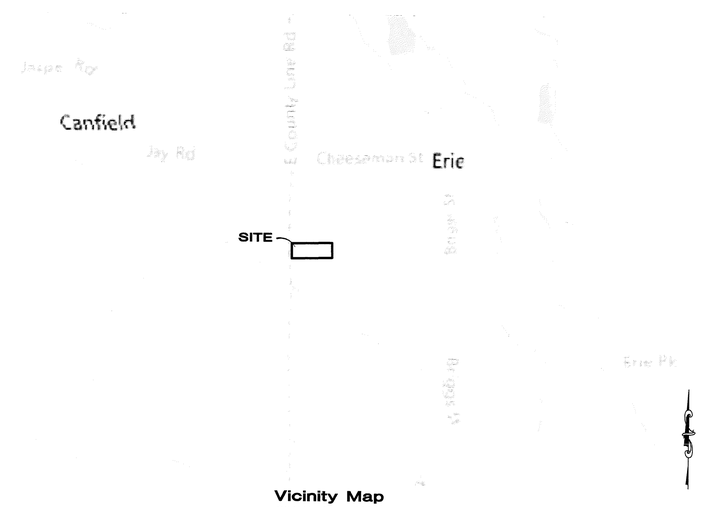


Vicinity Map
SCALE: 1" = 1000'

Notes

1. OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY FOR LAND TITLE GUARANTEE COMPANY COMMITMENT NUMBER FC25169910–2, DATED NOVEMBER 12, 2020 AT 5:00 P.M., WAS ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS–OF–WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY. THE PROPERTY SHOWN AND DESCRIBED HEREON IS ALL OF THE PROPERTY DESCRIBED IN SAID TITLE COMMITMENT.
2. ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
3. THIS SURVEY IS VALID ONLY IF PRINT HAS SEAL AND SIGNATURE OF SURVEYOR.
4. BASIS OF BEARINGS: GPS DERIVED BEARINGS BASED ON A BEARING OF N00°24'01"W ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 18, BETWEEN A FOUND 3 1/4" BRASS CAP IN MONUMENT BOX, ILLEGIBLE AT THE SOUTHWEST CORNER OF SECTION 18 AND A FOUND 2 1/2" ALUMINUM CAP, ILLEGIBLE IN MONUMENT BOX AT THE WEST 1/4 CORNER OF SECTION 18 AS SHOWN HEREON. COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983 (NAD83). ALL BEARINGS SHOWN HEREON ARE RELATIVE THERETO.
5. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT AND/OR BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE C.R.S. SEC 18–4–508. WHOEVER WILLFULLY DESTROYS, DEFACES, CHANGES, OR REMOVES TO ANOTHER PLACE ANY SECTION CORNER, QUARTER–SECTION CORNER, OR MEANDER POST, ON ANY GOVERNMENT LINE OF SURVEY, OR WILLFULLY CUTS DOWN ANY WITNESS TREE OR ANY TREE BLAZED TO MARK THE LINE OF A GOVERNMENT SURVEY, OR WILLFULLY DEFACES, CHANGES, OR REMOVES ANY MONUMENT OR BENCH MARK OF ANY GOVERNMENT SURVEY, SHALL BE FINED UNDER THIS TITLE OR IMPRISONED NOT MORE THAN SIX MONTHS, OR BOTH. 18 U.S.C. § 1858.
6. THE DISTANCE MEASUREMENTS SHOWN HEREON ARE U.S. SURVEY FOOT.
7. DATES OF FIELDWORK: NOVEMBER 25, 2020
8. THE FOLLOWING DOCUMENTS ARE MENTIONED IN THE ABOVE REFERENCED TITLE DOCUMENT AND APPEAR TO AFFECT THE SUBJECT PROPERTY BUT CANNOT BE SHOWN GRAPHICALLY. THE FOLLOWING LIST CONTAINS THE TITLE DOCUMENT EXCEPTION NUMBER, DATE RECORDED, RECEPTION NUMBER AND/OR BOOK AND PAGE.

#9	MAY 24, 1957	BK 1478, PG 310	RESERVATION OF COAL RIGHTS
#10	JUNE 23, 1982	REC. NO. 1895416	OIL AND GAS LEASE
#11	APRIL 27, 2016	REC. NO. 4198726	ALTA/ACSM SURVEY

9. THERE ARE NO 100–YEAR FLOODPLAINS, EXISTING/PROPOSED WATERCOURSES, RETENTION AND DETENTION AREAS, WETLANDS AND RIPARIAN AREAS, STREAMS, LAKES, DITCHES AND LATERALS ON THE EFFECTED PROPERTY.
10. A BLANKET PUBLIC ACCESS, UTILITY & DRAINAGE EASEMENT IS GRANTED ACROSS TRACT A. A BLANKET PUBLIC ACCESS & DRAINAGE EASEMENT IS GRANTED ACROSS TRACT B. A BLANKET DRAINAGE EASEMENT IS GRANTED ACROSS TRACTS C & D.

Title Verification Certificate

WE, LAND TITLE GUARANTEE COMPANY, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S).

LAND TITLE GUARANTEE COMPANY
BY: [signature] DATE: 11/14/23
TITLE: Closing Manager Asst. VP

STATE OF COLORADO)
)SS
COUNTY OF Boulder)

ACKNOWLEDGED BEFORE ME THIS 14th DAY OF November, 2023
BY Crystal Marie Deason AS Closing Manager Asst VP Land Title

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC (SEAL)

MY COMMISSION EXPIRES: May 19, 2025

JEFFREY P. BLASINGAME
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174021419
MY COMMISSION EXPIRES MAY 19, 2025

Board of Trustees Approval Certificate

THIS PLAT IS TO BE KNOWN AS ERIE JUNCTION FINAL PLAT IS APPROVED AND ACCEPTED BY RESOLUTION NO. 23-124, PASSED AND ADOPTED AT A 4th MEETING OF THE BOARD OF TRUSTEES OF ERIE, COLORADO, HELD ON THE 14th DAY OF November, 2023

MAYOR

ATTEST: TOWN CLERK

TOWN OF ERIE CORPORATE SEAL COLORADO

Planning & Development Approval Certificate

THIS PLAT IS HEREBY APPROVED BY THE TOWN OF ERIE PLANNING & DEVELOPMENT DIRECTOR ON THIS 15th DAY OF November, 2023

PLANNING & DEVELOPMENT DIRECTOR

Surveyor's Certificate

I, JESS JACOB KUNTZ, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON NOVEMBER 25, 2020, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL APPLICABLE PROVISIONS OF THE TOWN OF ERIE UNIFIED DEVELOPMENT CODE.

I ATTEST THE ABOVE ON THIS 14th DAY OF November, 2023

JESS JACOB KUNTZ
COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR #38409

APPLICANT/DEVELOPER:
DIVERGE HOMES, LLC
400 E. SIMPSON SUITE 120
LAFAYETTE, CO 80026

REVISION	DATE
1 – REVISIONS PER CLIENT	– 2022–04–07 EP
2 – REVISIONS PER CLIENT	– 2022–07–11 EP
3 – REVISIONS PER CLIENT	– 2022–10–27 EP
4 – REVISIONS PER CLIENT	– 2022–10–28 EP
5 – REVISIONS PER CLIENT	– 2022–11–15 EP
6 – REVISIONS PER CLIENT	– 2023–02–08 EP
7 – REVISIONS PER CLIENT	– 2023–02–22 EP
8 – REVISIONS PER CLIENT	– 2023–02–22 EP
9 – REVISIONS PER CLIENT	– 2023–04–21 EP

ERIE JUNCTION FINAL PLAT
10 – REVISIONS PER TITLE CO. 11/14/23 JK
COPYRIGHT 2023 FLATIRONS, INC.

Flatirons, Inc.
Land Surveying Services
www.FlatironsInc.com
4501 LOGAN ST.
DENVER, CO 80216
PH: (303) 936–6997
FAX: (303) 923–3180
3825 IRIS AVE, STE 395
BOULDER, CO 80301
PH: (303) 443–7001
FAX: (303) 443–9830
655 FOURTH AVE
LONGMONT, CO 80501
PH: (303) 776–1733
FAX: (303) 776–4355

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR JESS JACOB KUNTZ 38409 11/14/23

JOB NUMBER:	20–74,335
DATE:	02–11–2022
DRAWN BY:	E. PRESCOTT
CHECKED BY:	JK/JZG/WW

SHEET 1 OF 2

DRAWING FILE: 24335–PLAT.DWG, DATE: 11/14/2023 9:05 AM

ERIE JUNCTION FINAL PLAT

A PARCEL OF LAND, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 18,
TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M.,
TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO
2.73 ACRES – 23 LOTS/4 TRACTS
FP–001422–2022

Legend

- FOUND ALIQUOT MONUMENT AS DESCRIBED
- FOUND MONUMENT AS DESCRIBED
- FOUND #5 REBAR WITH 1 1/2" ALUMINUM CAP "FLATIRONS SURV 38409"

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	15.58	10.00	89°15'04"	N44°16'57"E	14.05
C2	15.83	10.00	90°41'30"	N45°44'46"W	14.23

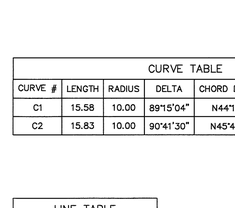
LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	6.21	S60°00'31"W
L2	25.00	N00°24'01"W
L3	25.00	N00°24'01"W
L4	5.00	N88°54'29"E
L5	4.88	N00°24'01"W
L6	4.18	N00°24'10"W
L7	5.00	S89°35'50"W
L8	5.82	S00°24'10"E
L9	5.00	S89°35'50"W
L10	5.00	S88°54'29"W
L11	5.00	N00°24'01"W

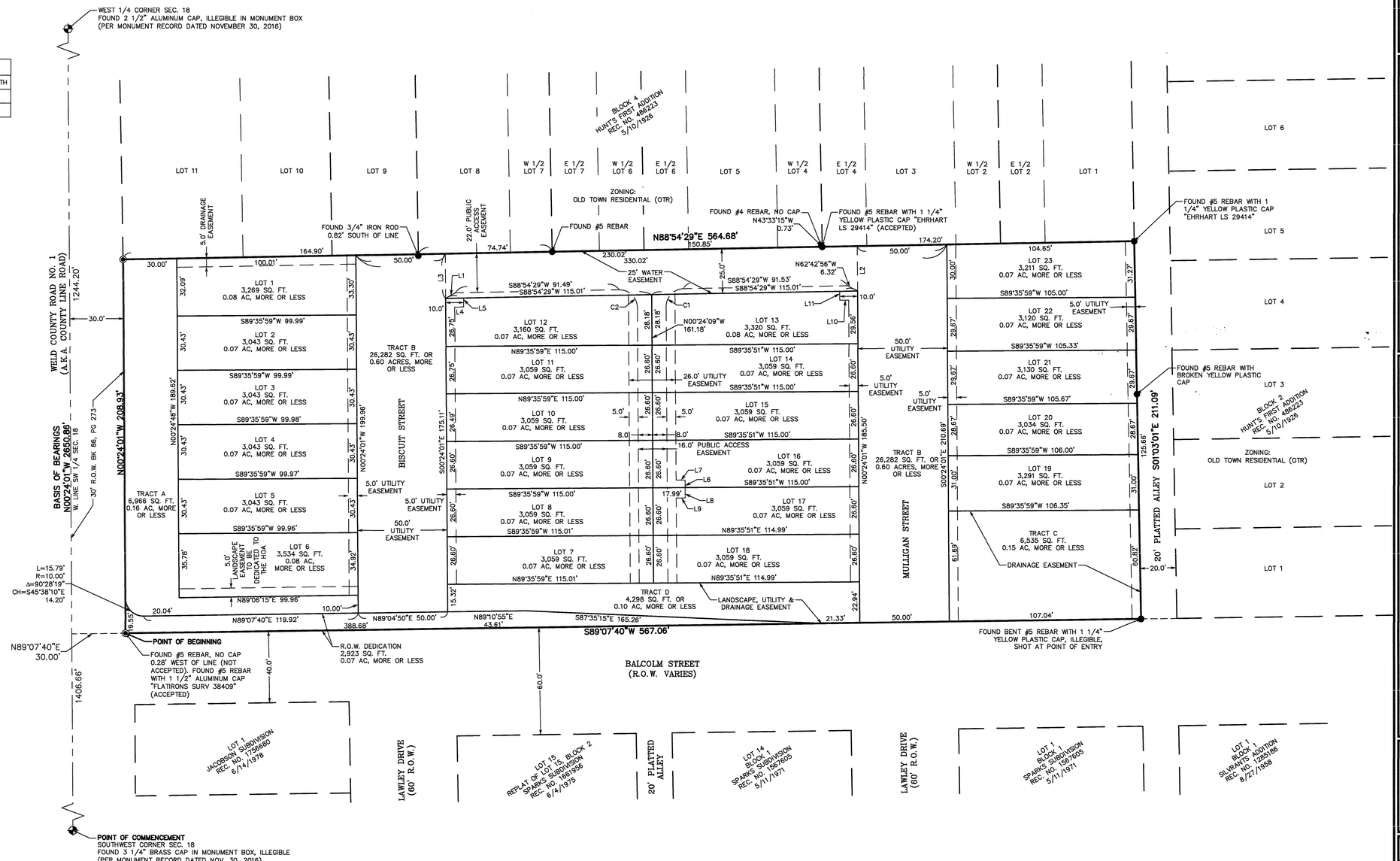
Boundary Closure Report

COURSE: N00°24'01"W LENGTH: 208.93'
COURSE: N88°54'29"E LENGTH: 564.68'
COURSE: S01°03'01"E LENGTH: 211.09'
COURSE: S89°07'40"W LENGTH: 567.06'

AREA: 118835 SQ. FT.
ERROR CLOSURE: 0.01 COURSE: S84°24'48"W
ERROR NORTH: –0.001 EAST: –0.007

PRECISION 1: 155176





REVISION	DATE
1 –REVISIONS PER CLIENT	–2022–04–07 EP
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3 –REVISIONS PER CLIENT	–2022–10–27 EP
4 –REVISIONS PER CLIENT	–2022–10–28 EP
5 –REVISIONS PER CLIENT	–2022–11–15 EP
6 –REVISIONS PER CLIENT	–2023–02–09 EP
7 –REVISIONS PER CLIENT	–2023–02–22 EP
8 –REVISIONS PER CLIENT	–2023–03–21 EP
9 –REVISIONS PER CLIENT	–2023–04–21 EP

ERIE JUNCTION FINAL PLAT
10 – REVISIONS PER TITLE CO. 11/14/23 JK
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Land Surveying Services
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655 FOURTH AVE. LONGMONT, CO 80501 PH: (303) 776–1733 FAX: (303) 776–4355
3805 IRIS AVE, STE 395 BOULDER, CO 80301 PH: (303) 443–7001 FAX: (303) 443–8830
4601 LOGAN ST. DENVER, CO 80216 PH: (303) 936–6997 FAX: (303) 923–3180

38409 11/14/23 COLORADO LAND SURVEYOR PROFESSIONAL LAND SURVEYOR

JOB NUMBER:	20–74,335
DATE:	02–11–2022
DRAWN BY:	E. PRESCOTT
CHECKED BY:	JK/JZG/WW

SHEET 2 OF 2

BY:ADMIN FILE:74335-PLAT.DWG DATE:11/14/2023 9:07 AM

ADDRESS PLAT
ERIE JUNCTION FINAL PLAT

A PARCEL OF LAND, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 18,
TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M.,
TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO
FP-001422-2022

SHEET 1 OF 1

Parcel Description

AN UNPLATTED PARCEL OF LAND AS DESCRIBED IN THE RECORDS OF BOULDER COUNTY ON DECEMBER 17, 2020, AT RECEPTION NO. 4662334, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 18 TO BEAR NORTH 00°24'01" WEST, A DISTANCE OF 2650.86 FEET BETWEEN A FOUND 3 1/4" BRASS CAP IN MONUMENT BOX, ILLEGIBLE AT THE SOUTHWEST CORNER OF SECTION 18 AND A FOUND 2 1/2" ALUMINUM CAP, ILLEGIBLE IN MONUMENT BOX AT THE WEST 1/4 CORNER OF SECTION 18, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

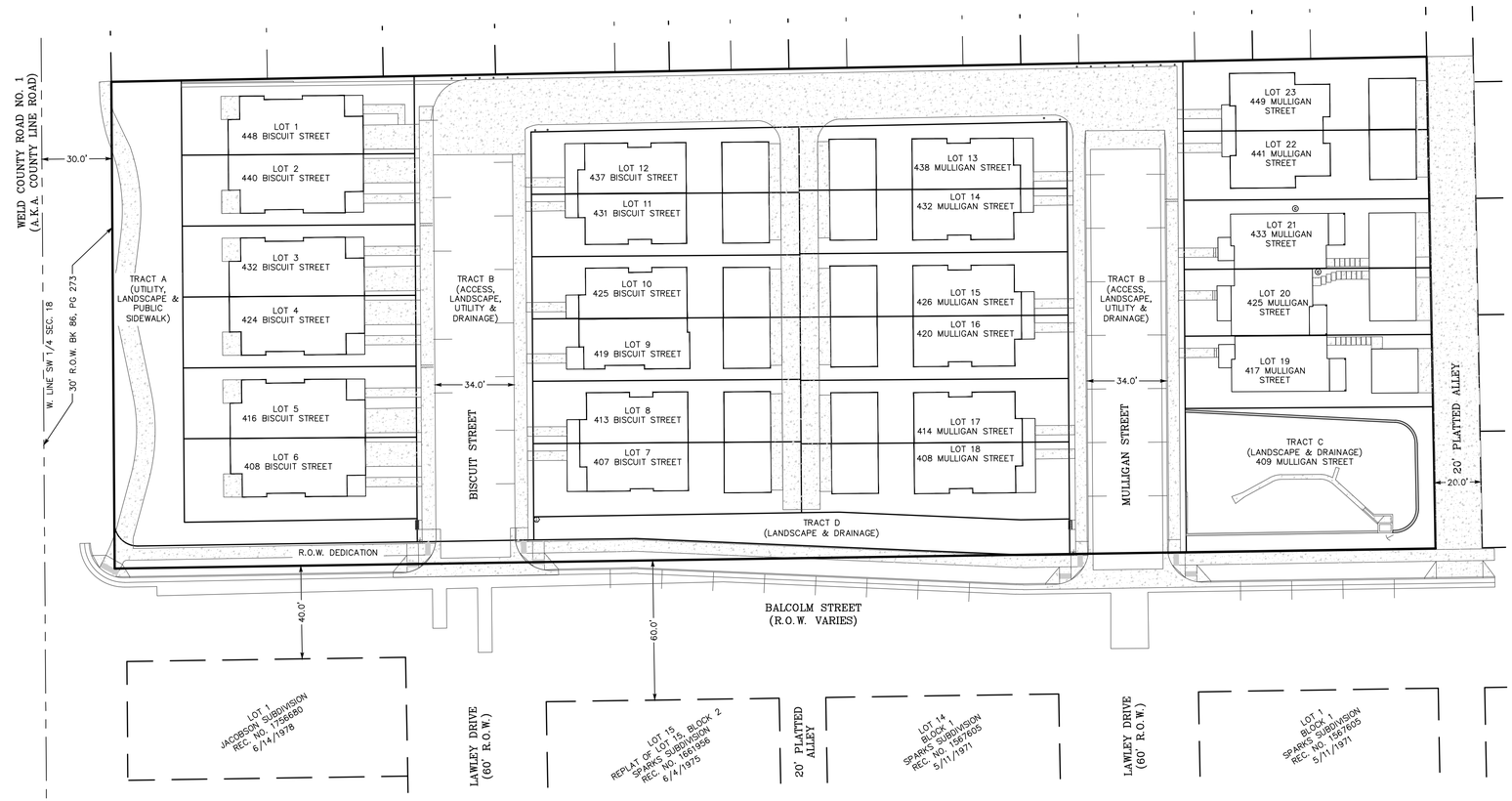
COMMENCING AT SAID SOUTHWEST CORNER.
THENCE ALONG SAID WEST LINE, NORTH 00°24'01" WEST, A DISTANCE OF 1406.66 FEET;
THENCE DEPARTING SAID WEST LINE, NORTH 89°07'40" EAST, A DISTANCE OF 30.00 FEET, TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF WELD COUNTY ROAD NO. 1, AND THE POINT OF BEGINNING.

THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 00°24'01" WEST, A DISTANCE OF 208.93 FEET;
THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, AND ALONG THE NORTH LINE OF SAID UNPLATTED PARCEL OF LAND, NORTH 88°54'29" EAST, A DISTANCE OF 564.68 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF A PLATTED ALLEY;
THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 01°03'01" EAST, A DISTANCE OF 211.09 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF BALCOLM STREET;
THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, SOUTH 89°07'40" WEST, A DISTANCE OF 567.06 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 118,835 SQ. FT., OR 2.73 ACRES, MORE OR LESS.

Notes

1. ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS EXHIBIT WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS EXHIBIT BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
2. THIS EXHIBIT IS VALID ONLY IF PRINT HAS SEAL AND SIGNATURE OF SURVEYOR.
3. BOUNDARY DETERMINATION IS NOT A PART OF THIS EXHIBIT. THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND AND THAT IT IS NOT TO BE RELIED UPON FOR THE ESTABLISHMENT OF A FENCE, BUILDING OR OTHER FUTURE IMPROVEMENT LINES. PARCEL LINES SHOWN HEREON ARE FOR INFORMATIONAL PURPOSES ONLY AND ARE DRAWN FROM RECORD INFORMATION AVAILABLE DURING THE PREPARATION OF THIS EXHIBIT. AN IMPROVEMENT SURVEY PLAT IS RECOMMENDED TO DEPICT MORE PRECISELY THE LOCATIONS OF THE IMPROVEMENTS SHOWN HEREON.
4. THE PURPOSE OF THIS EXHIBIT IS TO SHOW PROPOSED ADDRESSES FOR ERIE JUNCTION FINAL PLAT.



GRAPHIC SCALE

30 0 15 30 60

(IN FEET)
1 inch = 30 ft.

Surveyor's Statement

I, JESS KUNTZ, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., TO DIVERGE HOMES, LLC, THAT THIS ADDRESS PLAT WAS PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED. SAID EXHIBIT IS ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

JESS J. KUNTZ COLORADO P.L.S. #38409
VICE PRESIDENT, FLATIRONS, INC.

REVISION	DATE
1 -REVISIONS PER CITY	- 2022-03-30 EP
2 -UPDATE FP#	- 2022-04-08 EP
3	
4	
5	
6	
7	
8	
9	

ADDRESS PLAT

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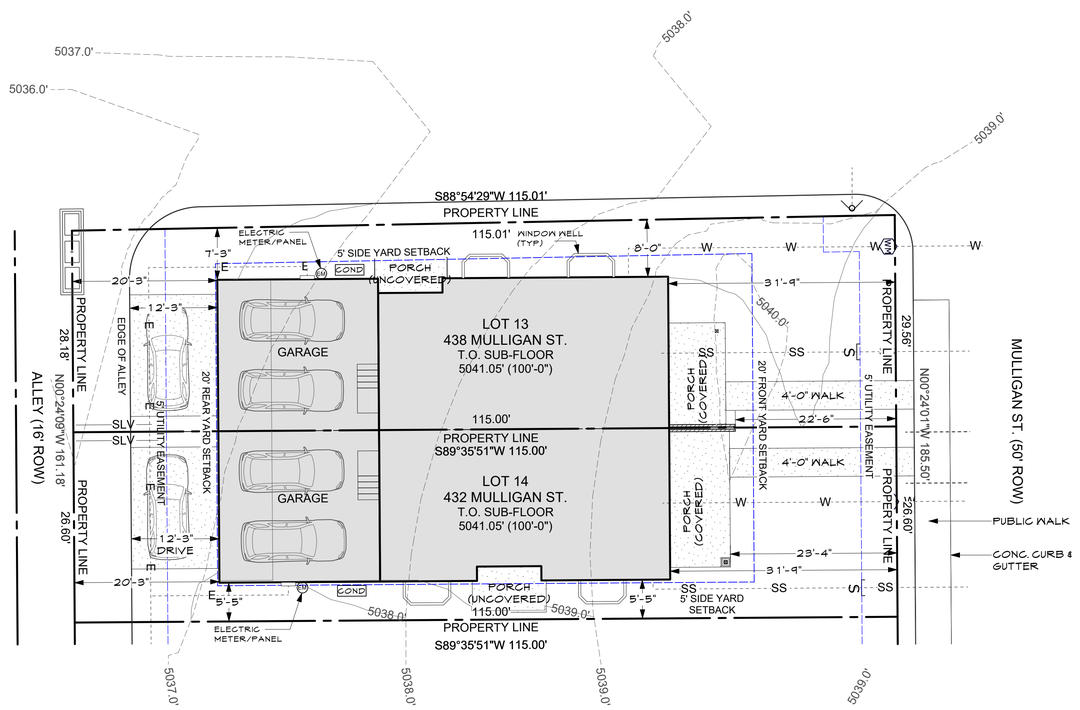
FAX: (303) 923-3180

JESS J. KUNTZ 38409 PROFESSIONAL LAND SURVEYOR
4/18/22
SEAL

JOB NUMBER:	20-74,335
DATE:	MARCH 28, 2022
DRAWN BY:	E. PRESCOTT
CHECKED BY:	JK/JZG/WW

SHEET 1 OF 1

BY:EPRESCOTT FILE:74335-ADDRESS PLAT C21.DWG DATE:4/8/2022 11:02 AM



SITE PLAN
1"=10'-0"

432 & 438 MULLIGAN ST.
ERIE JUNCTION

LOT 13 & 14
ERIE JUNCTION SUBDIVISION

SITE PLAN BASED ON SUBDIVISION PLAT PREPARED BY FLATIRONS SURVEYING DATED: 02/11/2022

FOR DRAINAGE AND GRADING REFER TO LOT GRADING PLAN SHEET C1.0 COORDINATE WITH LANDSCAPE PLAN

GENERAL NOTES

1. Drawing dimensions are to rough framing unless noted.
2. Do not scale drawings. Verify all dimensions and existing conditions on site. Notify architect of any condition that does not agree with drawings.
3. Verify all rough openings for windows and doors.
4. All products to be installed per manufacturer's recommendations
5. Insulation to be minimum: See Plans
6. Fire stop flues, chases and walls at 10' maximum centers vertical.
7. Fireblocking at all dropped and coffered ceilings per IRC
8. Firecode gypsum board required:
   a. Under side of stairs where enclosed for storage.
   b. Garage side of house/garage common wall
9. Egress windows to be maximum sill height of 44" above finish floor, minimum vertical clear opening of 24" minimum horizontal clear opening of 20" and have a minimum clear openable area of 5.7 square feet.
10. Tempered glass required at the following locations;
    a. Within 24" of door openings
    b. Within 18" of finished floors
    c. Adjacent to bath tub areas
    d. Shower enclosures
11. Landings at exterior doors shall not be more than 7.75" lower than the top of threshold. (door is not to swing over lower landing)
12. Finish all shower areas to 70" min. above the drain inlet with ceramic tile.
13. All roofing to comply with IRC.
14. All products and quality of materials to be installed to be pre-approved by Owner, prior to ordering/ Installation.

* All contractors to be familiar with and enforce the regulations of the Occupational Safety and Health Act (OSHA)

COORDINATION NOTES

The following design by others and design reports are part of the Scope of Work by reference.

Soils Report:
Refer to and follow recommendations in Geotechnical Report for site drainage and subsurface foundation drains.

HVAC Design:
HVAC systems and equipment to conform with manual D, J , & S reports

Energy Efficiency
Thermal envelope, air sealing, to conform to HERS report

ENERGY EFFICIENCY

IECC Compliance Path:
2021 IECC Energy Code
ERI Compliance Alternative (See HERS Report)

Air Barrier
See Air barrier table (Sheet A3.0)

Insulation & Air Barrier

Basement:	Drape R-19 full perimeter at walls (in unfinished areas)
	Stud walls: R-21 cavity
Walls:	R-29 cavity (2" CC Sprayfoam + 3 1/2" fiberglass fill)
Rims:	Same as walls
Floor:	R-40
Roof/Attic:	R-59

Window Specifications
U-Value: 0.27 SHGC: 0.35

Heating-Cooling System Specification
Cold Climate Heat Pump (Energy Star Next Gen certified)

Water Heating System
Heat pump water heater- 80 Gallon for 4- bedrooms

Lighting Plan
100% LED

Appliance Plan
Energy Star

SUSTAINABILITY MEASURES

Construction Waste Management
All recyclable wood, metal, and cardboard materials, will be donated, reused, or recycled.

Radon Mitigation
Install a passive radon gas vent, and prepare for post-construction active fan if necessary.

Water Efficiency
Install "WaterSense" labeled fixtures

Lavatory Faucet	1.5 gpm at 60 psi
Shower Heads	2.0 gpm at 80 psi
Sink Faucet	1.5 gpm at 60 psi
Water Closet	1.28 gallons per flush cycle

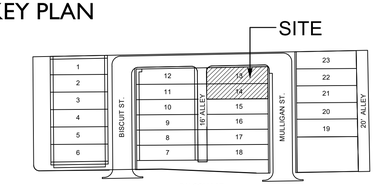
Renewable Energy
PV - roof mount solar ready
Offsite renewable (option by owner)

Electrical
EV Parking Space- Minimum of 40 AMP 240- volt circut, and receptacle next to parking space

EV Ready Parking Space- Supplied with conduit sized to handle second parking space

Lighting - 100% LED

KEY PLAN



PROJECT INFORMATION

LEGAL DESCRIPTION:
Lot 13 & 14, Erie Junction. Parcel located in Section 18, Township 1 North, Range 68 West of the 6th P.M. Town of Erie, County of Weld, State of Colorado

JURISDICTION:
Town of Erie

ZONING
Zone District: Old Town Residential (OTR)
Approvals: Erie Junction Preliminary Plat & Site Plan
PP-001311-2021, SP-001312-2021

PROJECT DESCRIPTION:
Construct Duplex: 2-Family Residential Structure with attached garage

BUILDING CODES:
2021 International Residential Code (IRC)
2021 International Energy Conservation Code (IECC)
2023 National Electrical Code (NEC)

FIRE SPRINKLERS
Sprinklers per IRC

LOT DATA

LOT 13 AREA: 3,320 SF
LOT 14 AREA: 3,059 SF

FLOOR AREA

	438 (LOT 13)	432 (LOT 14)
Principle Structure		
Basement	821	822
First Floor	821	822
Second Floor	1,134	1,134
Total Principle Structure	2,776	2,778
Garage (Unfinished)	484	484

PROJECT DIRECTORY

BUILDER
Diverge Homes
Louisville, CO 80027
Contact: Nick Jacobs 720-539-3786

ARCHITECT
Stewart Architecture
1132 Jefferson Ave.
Louisville, CO 80027
Contact: Peter Stewart 303-665-6668

STRUCTURAL ENGINEER
40th Parallel Structural Engineering
263 2nd Avenue Suite 106A
Niwot Colorado 80544
Contact: Dana Michel 303-913-6474

CIVIL ENGINEER
Civil Resources
8308 Colorado Blvd, Suite 200
Firestone, CO 80504
Contact: Jim Brzostowic 303-833-1416

DRAWING INDEX

Architectural Drawings

A0.0	Cover Sheet
A1.0	Basement Floor Plan
A1.1	Main Floor Plan
A1.2	Second Floor Plan
A1.3	Roof Floor Plan
A2.0	Elevation
A2.1	Elevation
A3.0	Section
A3.1	Section and Stair Elevation
A4.0	Party Wall Details
E1.0	Basement Lighting Plan
E1.1	Main Floor Lighting Plan
E1.2	Second Floor Lighting Plan

Structural Drawings

S1.0	General Notes
S1.1	Foundation Plan
S1.2	Main Floor Framing
S1.3	2nd Floor/Low Roof Framing
S1.4	Roof Framing
S2.1	Foundation Details
S2.2	Framing Details
S2.3	Steel Framing Details

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432 & 438 MULLIGAN ST. ERIE JUNCTION- LOT 13-14

LOT 13 & 14, ERIE JUNCTION

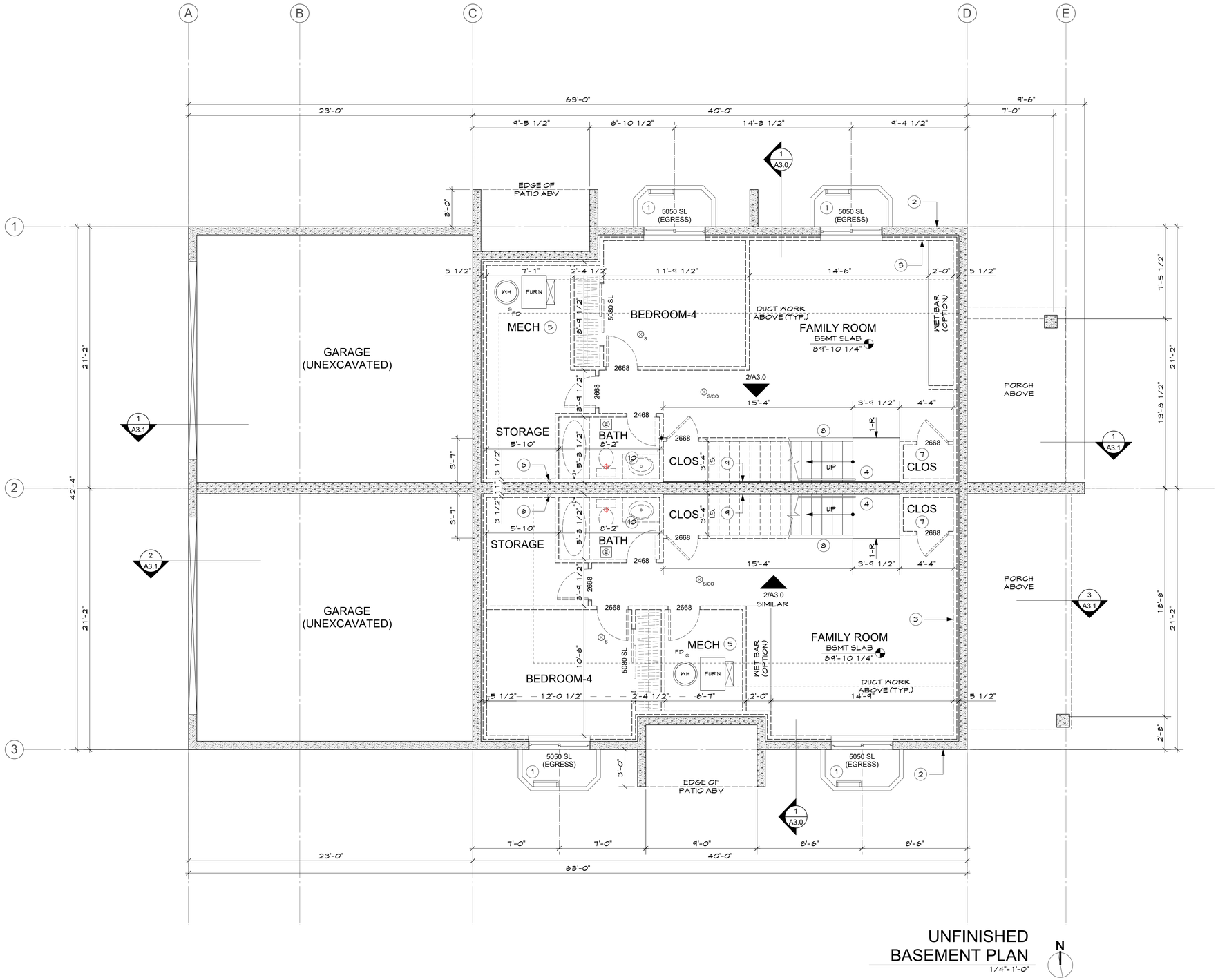
Issue:

Date	Comments	Init.
2/18/25	Permit	PS
12/3/25	Rev-1	PS

Prior Approvals:
Erie Junction Preliminary Plat & Site Plan
PP-001311-2021,
SP-001312-2021

Sheet Title
Cover Sheet

Sheet No.
A0.0



UNFINISHED BASEMENT PLAN

1/4"=1'-0"

N

LEGEND:

- CONCRETE FOUNDATION WALL
- FUTURE WALL
- NEW 2X STUD WALL
- FIRE RATED WALL
- SHEAR WALL RE: STRUCTURAL
- S/CO — INDICATES COMBINATION SMOKE AND CARBON MONOXIDE ALARM
- SD — INDICATES SMOKE ALARM
- (T) — INDICATES TEMPERED GLAZING WINDOWS (ALL GLAZING IN ALL DOORS TO BE TEMPERED)
- (E) — EXHUST FAN
- 3068 — WINDOWS & DOORS ARE NOTED IN FEET-INCHES (3068 INDICATES 3'-0" x 6'-8")

COORDINATION NOTES

WINDOWS AND DOORS
REFER TO WINDOW AN DOOR SCHEDULE FOR ROUGH OPENING SIZES

CABINETS AND COUNTER TOPS
SEE CABINET AND COUNTERTOP SHOP DRAWINGS. COORDINATE WITH APPLIANCES

ROOM FINISHES
SEE ROOM FINISH SCHEDULE BY OTHERS

PLUMBING FIXTURES
SEE FIXTURE SCHEDULE BY OTHERS

ELECTRICAL LIGHTING
SEE FIXTURE SCHEDULE AND SWITCH LOCATIONS BY OTHERS

KEY NOTES (E)

1 WINDOW WELL AT EGRESS WINDOW. MIN. 3'-0" X 4'-0" INSIDE DIMENSION.
2 DAMPPROOF WALL BELOW GRADE AND INSTALL FOUNDATION DRAIN PER SOILS REPORT
3 2X STUD WALL & INSULATION @ EXTERIOR WALLS
4 UTILITY GRADE STAIRS SEE STAIR SECTION DRAWINGS FOR DETAILS
5 MECHANICAL EQUIPMENT AND DUCTS PER HVAC DESIGN
6 RADON VENT TO ROOF (PASSIVE SYSTEM)
7 SUMP PIT & PUMP- CONNECT DISCHARGE TO STORM WATER CONNECTION
8 LOW WALL AT STAIR
9 1x FURRING OVER CONCRETE WALL
10 PLUMBING ROUGH-INS (UNFINISHED BASMENT)

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ERIE JUNCTION- LOT 13-14

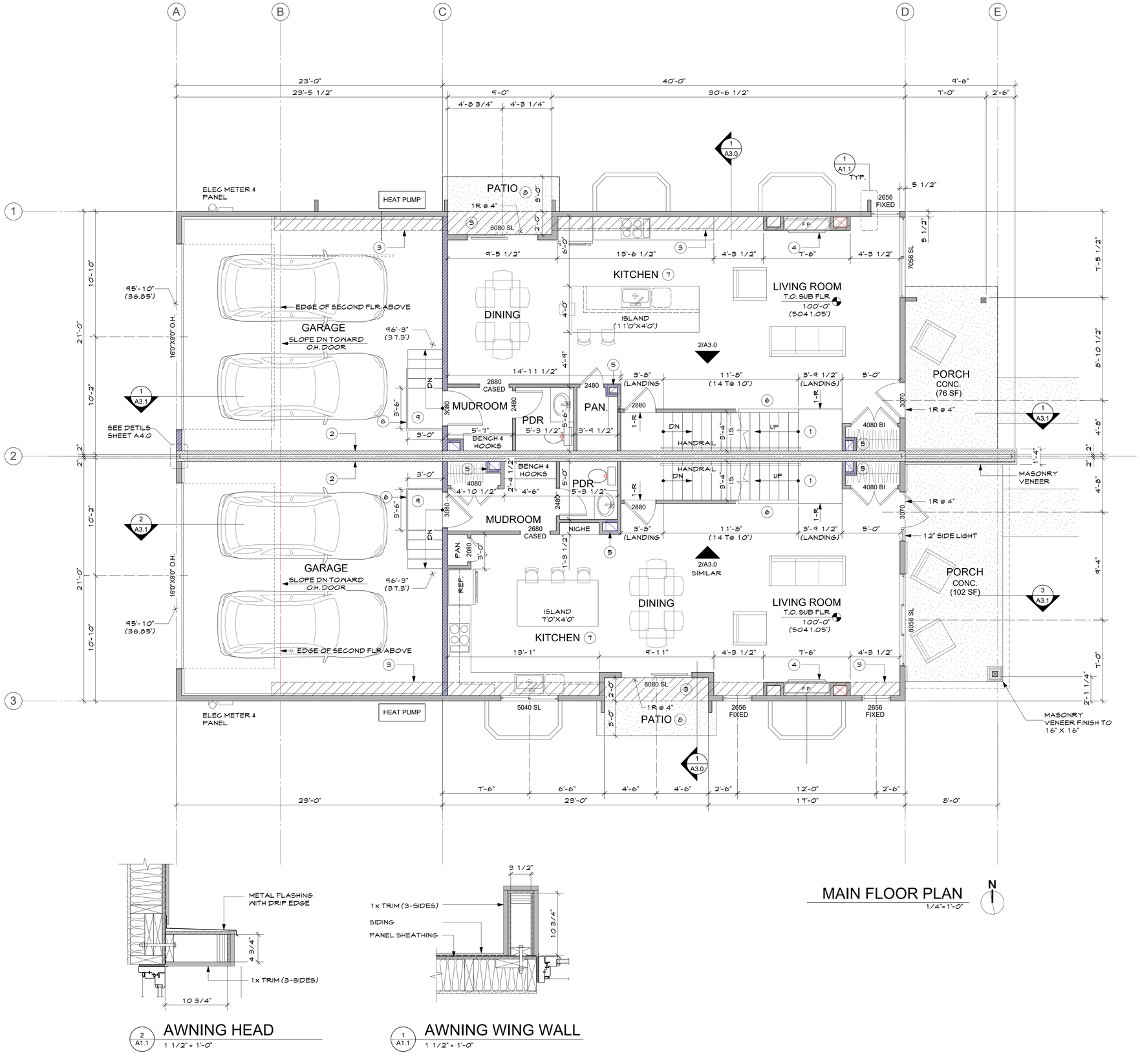
LOT 13 & 14, ERIE JUNCTION

Issue:

Date	Comments	Init.
2/18/25	Permit	PS
12/3/25	Rev-1	PS

Sheet Title
Basement Plan

Sheet No.
A1.0



MAIN FLOOR PLAN

1/4"= 1'-0"

2/A1.1 AWNING HEAD

1 1/2" = 1'-0"

1/A1.1 AWNING WING WALL

1 1/2" = 1'-0"

LEGEND:

- CONCRETE FOUNDATION WALL
- FUTURE WALL
- NEW 2X STUD WALL
- FIRE RATED WALL
- SHEAR WALL RE: STRUCTURAL
- S/CO — INDICATES COMBINATION SMOKE AND CARBON MONOXIDE ALARM
- SD — INDICATES SMOKE ALARM
- T — INDICATES TEMPERED GLAZING WINDOWS (ALL GLAZING IN ALL DOORS TO BE TEMPERED)
- E — EXHUST FAN
- 3068 — WINDOWS & DOORS ARE NOTED IN FEET-INCHES (3068 INDICATES 3'-0" x 6'-8")

COORDINATION NOTES

WINDOWS AND DOORS
REFER TO WINDOW AN DOOR SCHEDULE FOR ROUGH OPENING SIZES

CABINETS AND COUNTER TOPS
SEE CABINET AND COUNTERTOP SHOP DRAWINGS. COORDINATE WITH APPLIANCES

ROOM FINISHES
SEE ROOM FINISH SCHEDULE BY OTHERS

PLUMBING FIXTURES
SEE FIXTURE SCHEDULE BY OTHERS

ELECTRICAL LIGHTING
SEE FIXTURE SCHEDULE AND SWITCH LOCATIONS BY OTHERS

KEY NOTES (#)

1 STAIR AND STAIR HANDRAILS SEE STAIR SECTION DRAWINGS FOR DETAILS
2 1-HOUR RATED PARTY WALL, SEE DETAILS SHEET A4.0
3 DROP SOFFIT WHERE HVAC RUNS PERPENDICULAR TO JOISTS
4 ELECTRIC FIREPLACE OPTION
5 HVAC CHASE
6 GUARDRAIL 36" ABOVE STAIR NOSING
7 VERIFY CABINET & APPLIANCE PLAN WITH SHOP DRAWINGS
8 VERIFY PATIO SIZE AND LOCATION WITH LANDSCAPE PLAN
9 UTILITY GRADE STAIRS WITH GUARDRAIL 36" A.F.F.

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LOT 13 & 14, ERIE JUNCTION

Issue:

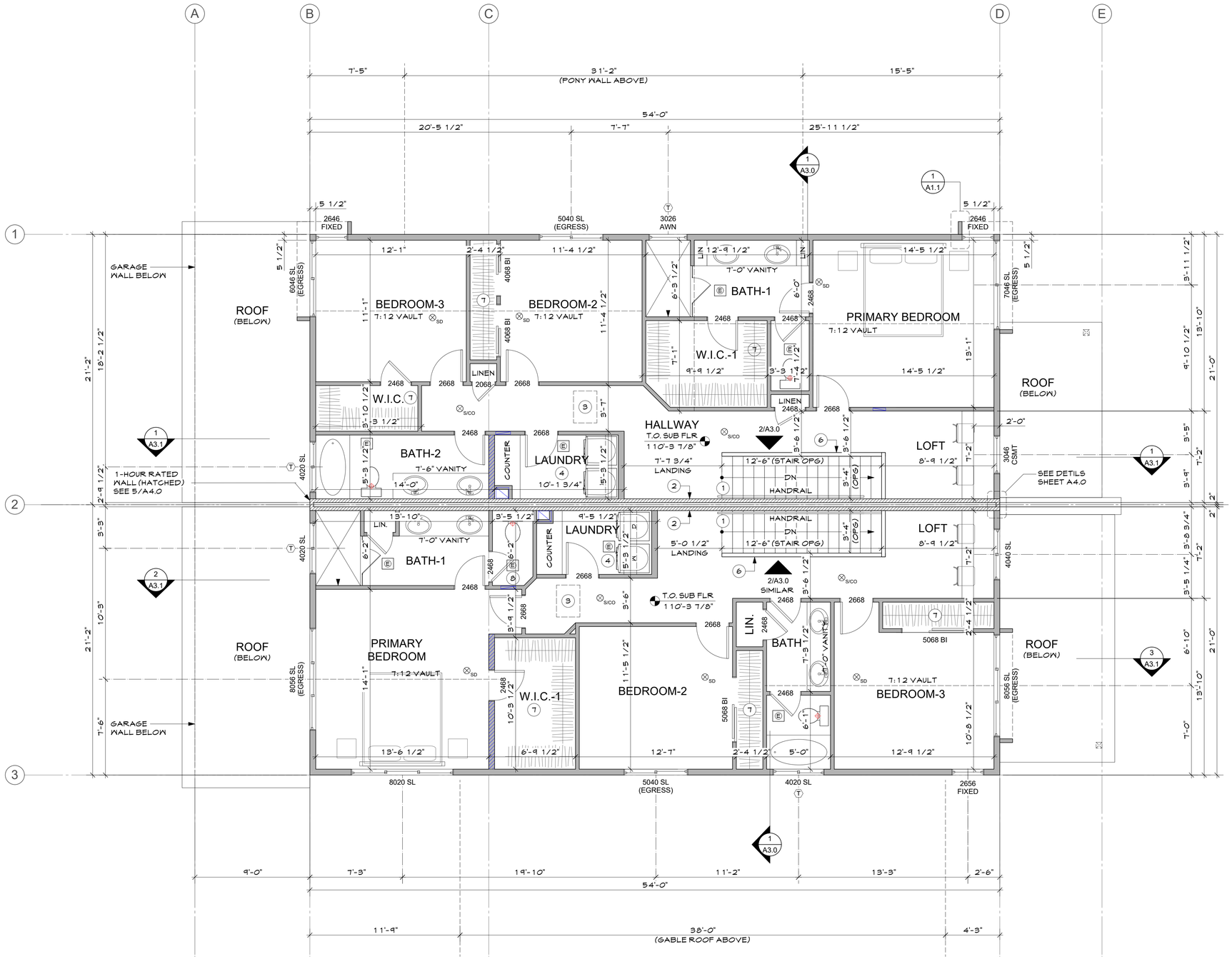
Date	Comments	Init.
2/18/25	Permit	PS
12/3/25	Rev-1	PS

Sheet Title

Main Floor Plan

Sheet No.

A1.1



SECOND FLOOR PLAN

1/4"=1'-0"

N

LEGEND:

- CONCRETE FOUNDATION WALL
- FUTURE WALL
- NEW 2X STUD WALL
- FIRE RATED WALL
- SHEAR WALL RE: STRUCTURAL
- S/CO — INDICATES COMBINATION SMOKE AND CARBON MONOXIDE ALARM
- SD — INDICATES SMOKE ALARM
- T — INDICATES TEMPERED GLAZING WINDOWS (ALL GLAZING IN ALL DOORS TO BE TEMPERED)
- E — EXHUST FAN
- 3068 — WINDOWS & DOORS ARE NOTED IN FEET-INCHES (3068 INDICATES 3'-0" x 6'-8")

COORDINATION NOTES

WINDOWS AND DOORS
REFER TO WINDOW AN DOOR SCHEDULE FOR ROUGH OPENING SIZES

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SEE CABINET AND COUNTERTOP SHOP DRAWINGS. COORDINATE WITH APPLIANCES

ROOM FINISHES
SEE ROOM FINISH SCHEDULE BY OTHERS

PLUMBING FIXTURES
SEE FIXTURE SCHEDULE BY OTHERS

ELECTRICAL LIGHTING
SEE FIXTURE SCHEDULE AND SWITCH LOCATIONS BY OTHERS

KEY NOTES (#)

1 STAIR AND STAIR HANDRAILS SEE STAIR SECTION DRAWINGS FOR DETAILS
2 PARTY WALL DETAIL SEE SHEET A4.0
3 ATTIC ACCESS 30"X22" MIN.
4 PROVIDE WATER AND WASTE CONNECTIONS AND VENTING FOR LAUNDRY EQUIPMENT
5 HVAC RETURN AIR RE:MECHANICAL
6 GUARDRAIL 36" A.F.F. MIN.
7 CLOSET ROD AND SHELF. INSTALL TOP OF SHELF AT 60" AFF.
8 DROP CEILING FOR HVAC

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ERIE JUNCTION- LOT 13-14

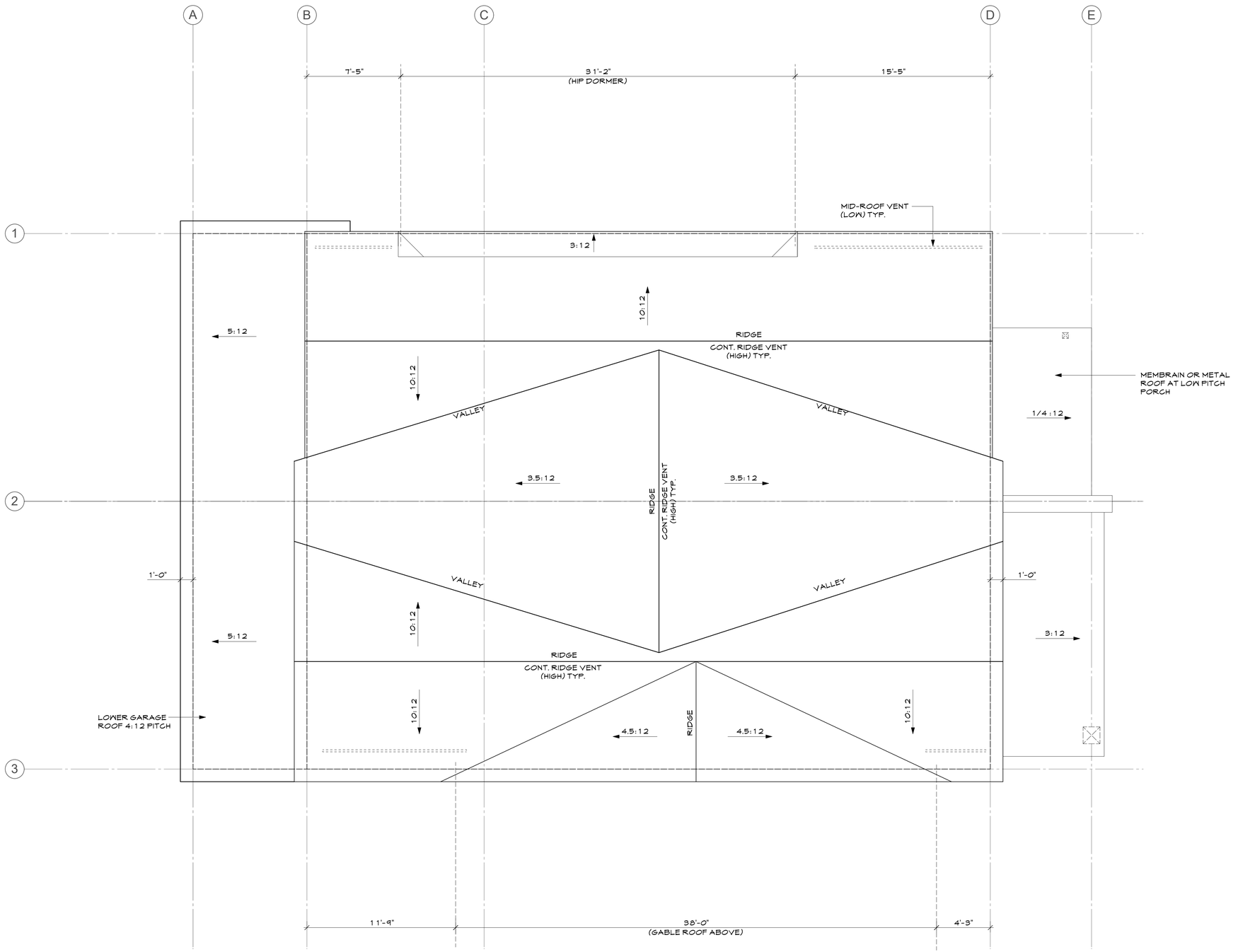
LOT 13 & 14, ERIE JUNCTION

Issue:

Date	Comments	Init.
2/18/25	Permit	PS
12/3/25	Rev-1	PS

Sheet Title
Second Floor Plan

Sheet No.
A1.2



ROOF PLAN
1/4"=1'-0"

N

ROOF NOTES:

1. ROOF SYSTEM TO BE "CLASS A" FIRE RATING
2. SHINGLES CLASS 4 IMPACT RATING & 130 MPH WIND RESISTANCE WARRANTY
3. PROVIDE ICE & WATER GUARD UP 36" AT ALL EAVES & VALLEYS
4. INSTALL ALL ROOF SYSTEMS PER MANUFACTURES RECOMMENDATIONS

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ERIE JUNCTION- LOT 13-14

LOT 13 & 14, ERIE JUNCTION

Issue:

Date	Comments	Init.
2/18/25	Permit	PS
12/3/25	Rev-1	PS

Sheet Title

Roof Plan

Sheet No.

A1.3

EXTERIOR MATERIALS (#)

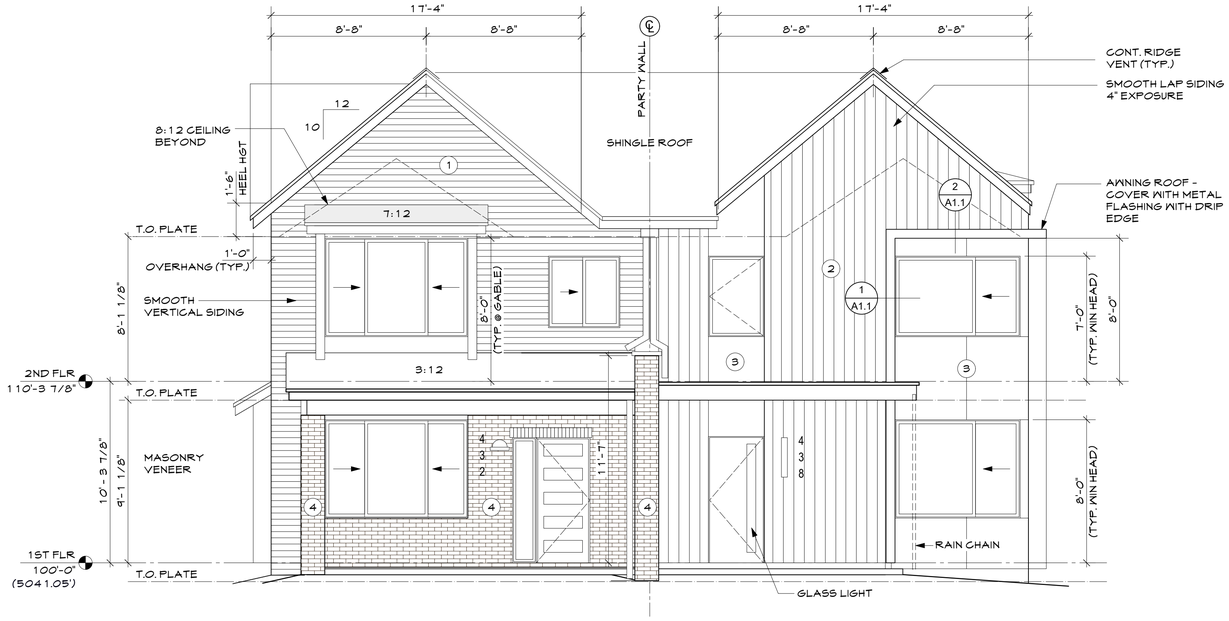
1 HORIZONTAL LAP SIDING, SMOOTH FINISH - 4 3/4" EXPOSURE

2 VERTICAL SIDING (1x6 BATTENS AT 6.25" OC.)

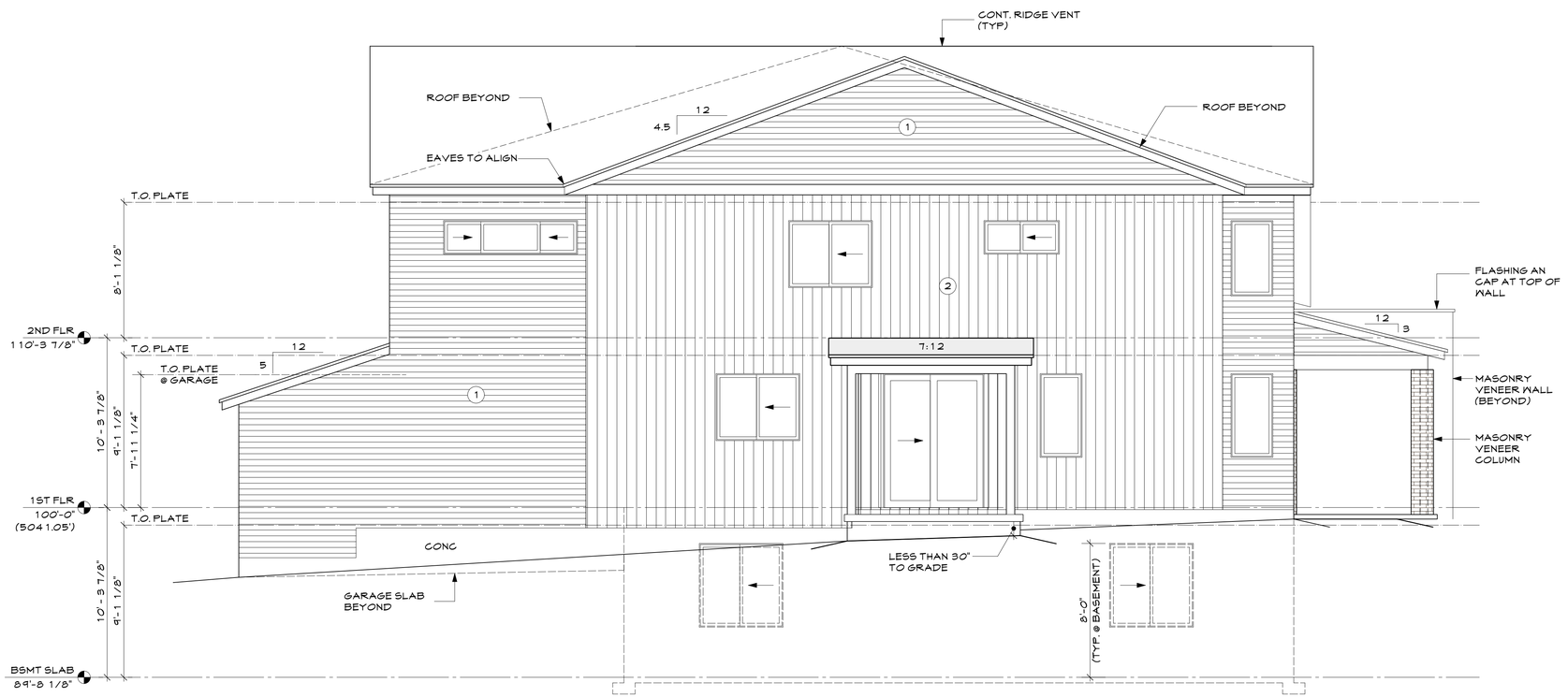
3 SMOOTH PANEL SIDING WITH EXTRUDED ALUMINUM JOINTS (TYP.)

4 THIN BRICK MASONRY VENEER

EAVES:	SMOOTH LP SMART SIDE (NON VENTED)
HORZ. SIDING:	SMOOTH LP SMART LAP SIDING 4 3/4" EXPOSURE
PANEL:	SMOOTH PANEL SIDING WITH EXTRUDED ALUMINUM JOINTS
VERT. SIDING:	LP SMART TRIM 5.5" WIDE SPACED WITH 3/4" GAP OVER LP SMART SMOOTH PANEL
WINDOWS:	ANDERSEN 100 SERIES, BLACK/BLACK
ROOFING:	CLASS A FIRE RATING- SEE ROOF PLAN



EAST ELEVATION
1/4"=1'-0"



SOUTH ELEVATION
1/4"=1'-0"

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ERIE JUNCTION- LOT 13-14

LOT 13 & 14, ERIE JUNCTION

Issue:

Date	Comments	Init.
2/18/25	Permit	PS
12/3/25	Rev-1	PS

Sheet Title
Elevation

Sheet No.
A2.0

EXTERIOR MATERIALS (#)

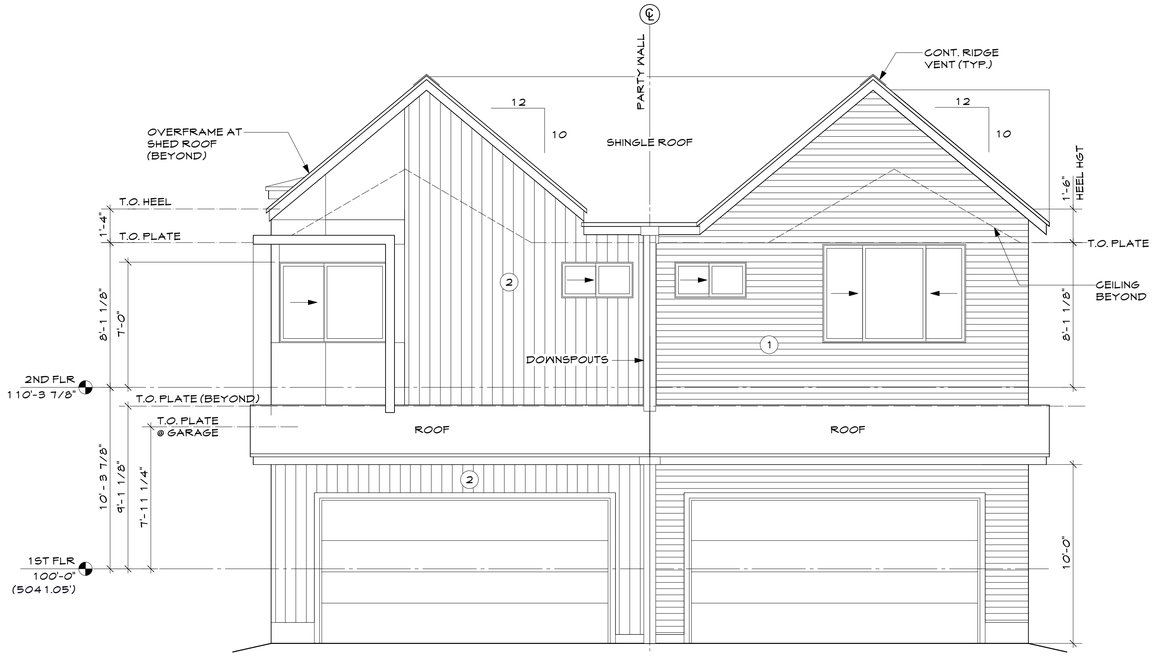
1 HORIZONTAL LAP SIDING, SMOOTH FINISH - 4 3/4" EXPOSURE

2 VERTICAL SIDING (1x6 BATTENS AT 6.25" OC.)

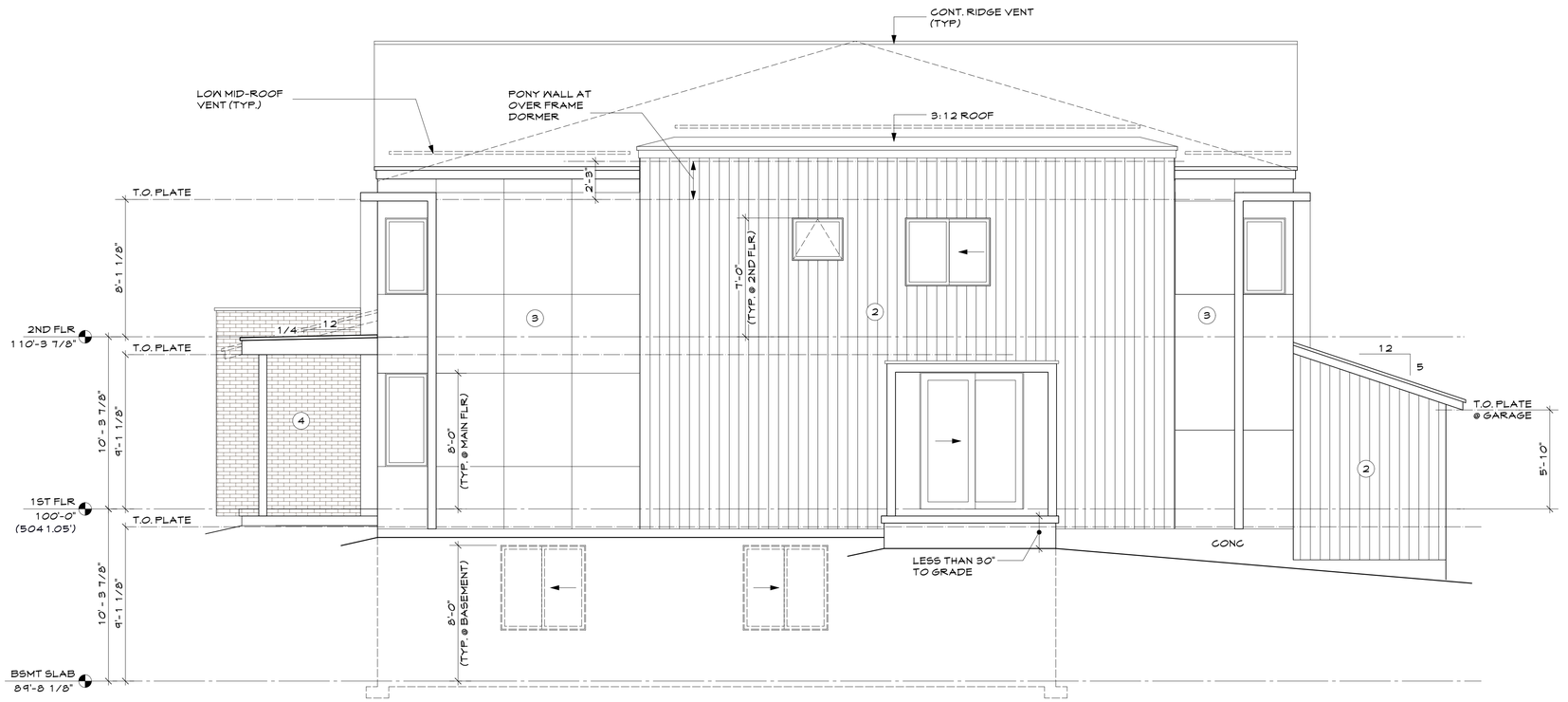
3 SMOOTH PANEL SIDING WITH EXTRUDED ALUMINUM JOINTS (TYP.)

4 THIN BRICK MASONRY VENEER

EAVES:	SMOOTH LP SMART SIDE (NON VENTED)
HORZ. SIDING:	SMOOTH LP SMART LAP SIDING 4 3/4" EXPOSURE
PANEL:	SMOOTH PANEL SIDING WITH EXTRUDED ALUMINUM JOINTS
VERT. SIDING:	LP SMART TRIM 5.5" WIDE SPACED WITH 3/4" GAP OVER LP SMART SMOOTH PANEL
WINDOWS:	ANDERSEN 100 SERIES, BLACK/BLACK
ROOFING:	CLASS A FIRE RATING- SEE ROOF PLAN



WEST ELEVATION
1/4"=1'-0"



NORTH ELEVATION
1/4"=1'-0"

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1132 JEFFERSON AVE.
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303. 665. 6668

432 & 438 MULLIGAN ST.
ERIE JUNCTION- LOT 13-14

LOT 13 & 14, ERIE JUNCTION

Issue:

Date	Comments	Init.
2/18/25	Permit	PS
12/3/25	Rev-1	PS

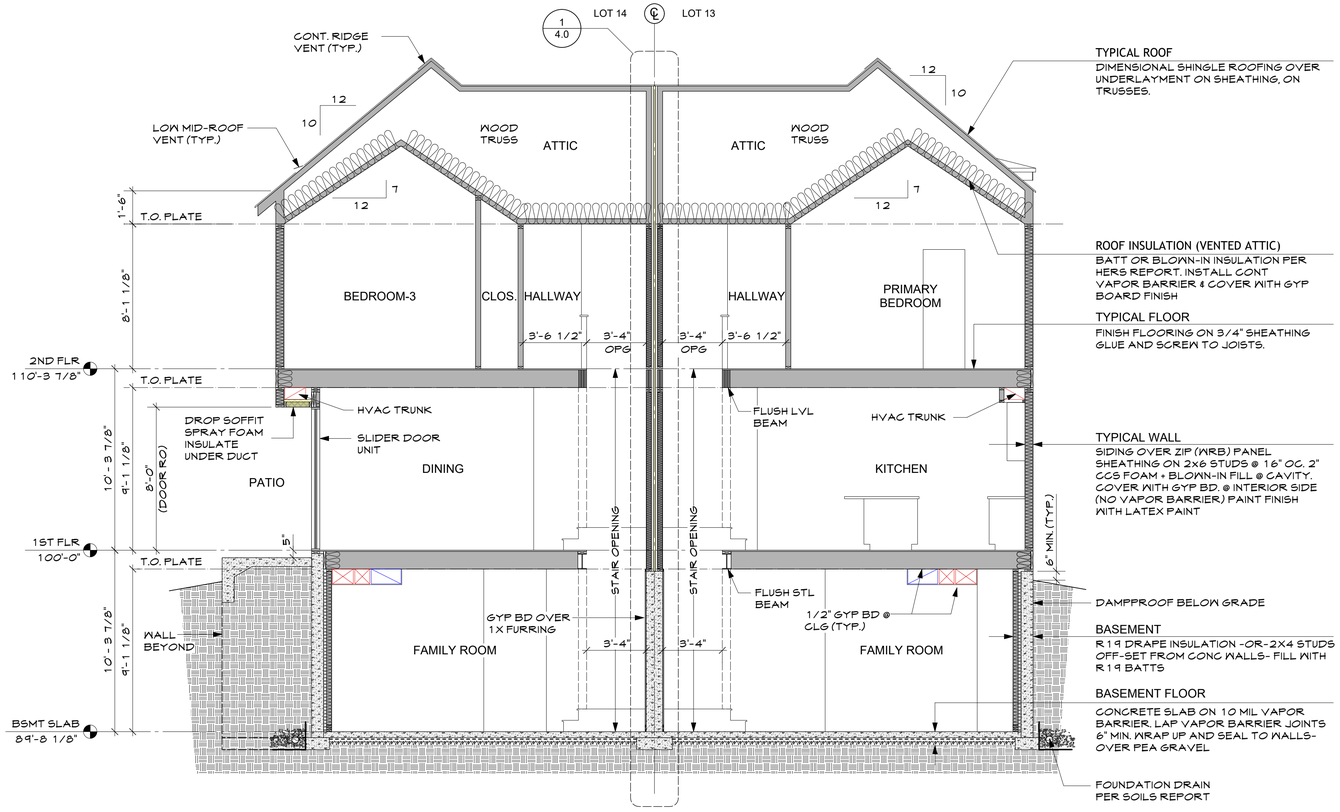
Sheet Title
Elevation

Sheet No.
A2.1

AIR BARRIERS

Building air leakage testing required: See HERS report

COMPONENT	AIR BARRIER CRITERIA	INSULATION INSTALLATION CRITERIA	PROJECT NOTES
General Requirements	A continuous air barrier shall be installed in the building envelope. The exterior thermal envelope contains a continuous air barrier. Breaks or joints in the air barrier shall be sealed.	Air-Permeable insulation shall not be used as a sealing material.	Exterior housewrap and interior drywall used as air barrier. Tape all housewrap seams. Caulk drywall to top and bottom plate. Gap interior wall studs to allow drywall to be cont. on exterior wall.
Ceiling/Attic	The air barrier in any dropped ceiling/soffit shall be aligned with the insulation and any gaps in the air barrier sealed. Access openings, drop down stairs or knee wall doors to unconditional attic spaces shall be sealed.	The insulation in any dropped ceiling/ soffit shall be aligned with the air barrier	Weather strip and seal attic access hatch
Walls	The junction of the foundation and sill plate shall be sealed. The junction of the top plate and the top of exterior walls shall be sealed. Knee walls shall be sealed.	Cavities within corners and headers of frame walls shall be insulated by completely filling the cavity with a material having a thermal resistance, R- value, of not less than R-3 per inch. exterior thermal envelope insulation for framed walls shall be installed in substantial contact and continuous alignment with the air barrier.	Utilize advanced framing techniques (3-stud corners, insulated headers etc.) Wals to have blown-in insulation for tight fill.
Windows, Skylights, and Doors	The space between window/door jambs and framing, and skylights and framing shall be sealed.	——	Seal with low expanding spray foam.
Rim Joists	Rim joists shall include an exterior air barrier. The junctions of the rim board to the sill board and the subfloor shall be air sealed.	Rim joists shall be insulated so that the insulation maintains permanent contact with the exterior rim board.	Caulk or spray foam rim top and bottom edges. Install insulation tight to rim
Flooring (Including above garage and cantilevered floor)	The air barrier shall be installed at any exposed edge of insulation	Floor framing cavity insulation shall be installed to maintain permanent contact with the underside of subfloor decking. Alternatively, floor framing cavity insulation shall be in contact with the top side of sheathing or continuous insulation installed on the underside of floor framing and extending from the bottom to the top of all perimeter floor framing members.	Glue and seal subfloor to joists. Caulk or tape seal sub floor joints.
Basement Crawl Space and Slab Foundations	Exposed earth in unvented crawl spaces shall be covered with a Class I vapor retarder/barrier in accordance with Section R402.2.10 Penetrations through concrete foundation walls and slabs shall be air sealed. Class I vapor retarders shall not be used as an air barrier on below-grade walls and shall be installed in accordance with Section R702.7 of the International Residential Code.	Crawl space insulation, where provided instead of floor insulation, shall be installed in accordance with Section R402.2.10. The basement foundation wall insulation shall be installed in accordance with Section R402.2.8.1. Slab-on-grade floor insulation shall be installed in accordance with Section R402.2.10.	Cover earth with min 10 mil poly barrier. Overlap 6 inches and seal joint. wrap up walls 8 inches and seal to wall. Caluk seal floor slab to wall intersection
Shafts, Penetrations	Duct and Flue shafts to exterior or unconditioned space shall be sealed. Utility penetrations of the air barrier shall be caulked, gasketed or otherwise sealed and shall allow for expansion, contraction of materials and mechanical vibration.	Insulation shall be fitted tightly around utilities passing through shafts and penetrations in the building thermal envelope to maintain required R-value.	Caulk seal all penetrations through drywall including bath exhaust fans
Narrow Cavities	Narrow cavities of 1 inch or less that are not able to be insulated shall be air sealed.	Batts to be installed in narrow cavities shall be cut to fit or narrow cavities shall be filled with insulation that on installation readily conforms to the available cavity space.	Caulk with backer rod or spray faom fill
Garage Separation	Air sealing shall be provided between the garage and conditioned spaces.	Insulated portions of the garage separation assembly shall be installed in accordance with Sections R303 and R402.2.7.	Tape and Seal all penetrations on both sides of wall
Recessed Lighting	Recessed light fixtures installed in the building thermal envelope shall be sealed in accordance with Section R402.4.5	Recessed light fixtures installed in the building thermal envelope shall be airtight and IC rated, and shall be buried or surrounded with insulation.	Build rigid insulation box around recessed lights- seal joints. Recessed cans located adjacent to insulation shall be IC rated and sealed with gasket.
Plumbing,Wiring, or other obstructions	All holes created by wiring,plumbing, or other obstructions in the air barrier assembly shall be air sealed.	Insulation shall be installed to fill the available space and surround wiring, plumbing, or other obstructions, unless the required R-Value can be met by installing insulation and air barrier systems completely to the exterior side of the obstructions.	Fill penetrations with spray foam or gasket type sealers. Minimize number of wires at each penetration.
Shower/Tub on Exterior Wall	The air barrier installed at exterior walls adjacent to showers and tubs shall separate them from the shower and tubs.	Exterior walls adjacent to showers and tubs shall be insulated.	Provide continuaous hardi panel behind tub and caulk seal joints and perimeter
Electrical Box on Exterior Wall	The air barrier shall be installed behind electrical boxes or air-sealed boxes shall be installed	——	Spray foam around back of elect box, caulk to drywall
HVAC Register Boots	HVAC register boots that penetrate building thermal envelope shall be sealed to the subfloor or drywall	——	caulk seal to drywall
Concealed Sprinklers	When required to be sealed, concealed fire sprinklers shall only be sealed in a manner that is recommended by manufacturer. Caulking or other adhesive sealants shall not be used to fill voids between fire sprinkler cover plates and walls or ceiling	——	N/A (none)



1 A3.0 CROSS SECTION

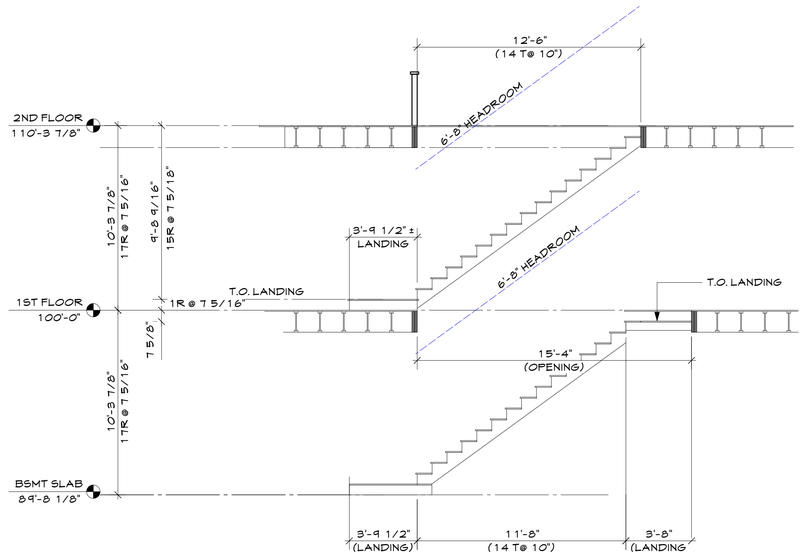
1/4"=1'-0"

STAIR & GUARDRAIL NOTES

VERIFY ALL FLOOR TO FLOOR HEIGHTS AND HEADROOM CLEARANCES.

STAIR REQUIREMENTS
- TREADS AND RISERS - AS SPECIFIED ON DRAWINGS (MAXIMUM RISER 7 3/4", MINIMUM TREAD 10" UNLESS NOTED OTHERWISE). MAXIMUM DEVIATION 3/8".
- MINIMUM HEADROOM 6'-8" ABOVE NOSING.
- PROVIDE CONTINUOUS HANDRAIL FROM TOP TO BOTTOM RISER ONE SIDE OF STAIRWAY.
- HANDRAILS TO BE 34" TO 38" ABOVE STAIR NOSING,

GUARD RAILS
- GUARDRAILS TO BE INSTALLED 36" ABOVE FINISHED FLOOR
- OPENINGS TO BE LESS THAN 4"



LOT 14- 438 MULLIGAN STREET SIMILAR

2 A3.0 STAIR ELEVATION

1/4"=1'-0"

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432 & 438 MULLIGAN ST.
ERIE JUNCTION- LOT 13-14

LOT 13 & 14, ERIE JUNCTION

Issue:

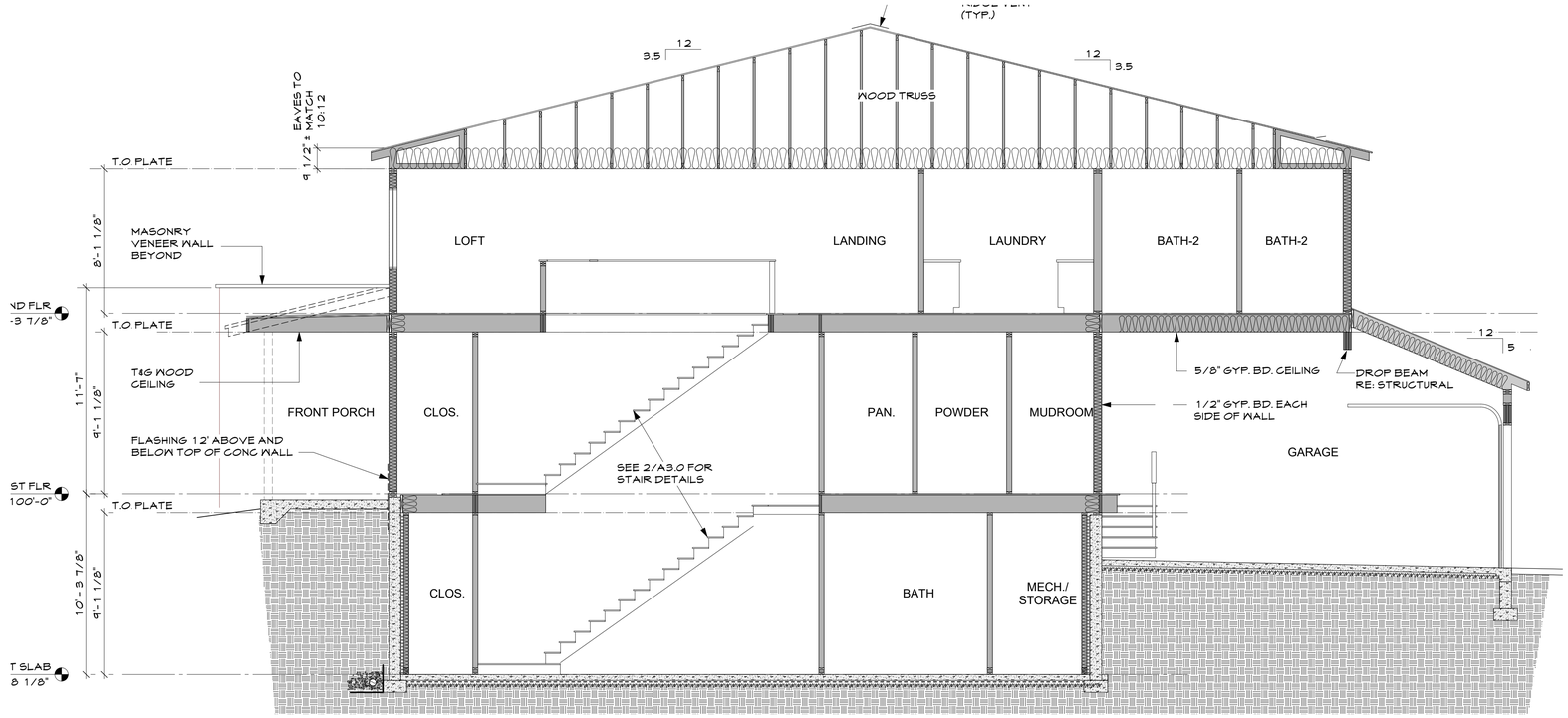
Date	Comments	Init.
2/18/25	Permit	PS
12/3/25	Rev-1	PS

Sheet Title

Section

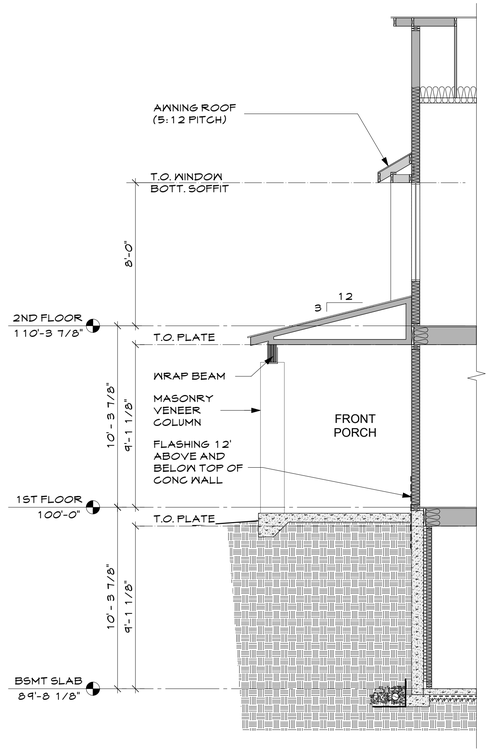
Sheet No.

A3.0



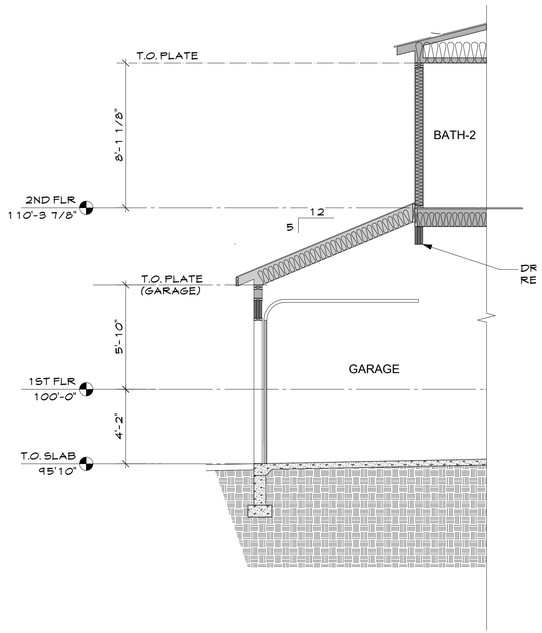
1 A3.1 LONGITUDINAL SECTION

1/4"=1'-0"



3 A3.1 FRONT PORCH SECTION

1/4"=1'-0"



2 A3.1 LONGITUDINAL SECTION

1/4"=1'-0"

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ERIE JUNCTION- LOT 13-14

LOT 13 & 14, ERIE JUNCTION

Issue:

Date	Comments	Init.
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12/3/25	Rev-1	PS

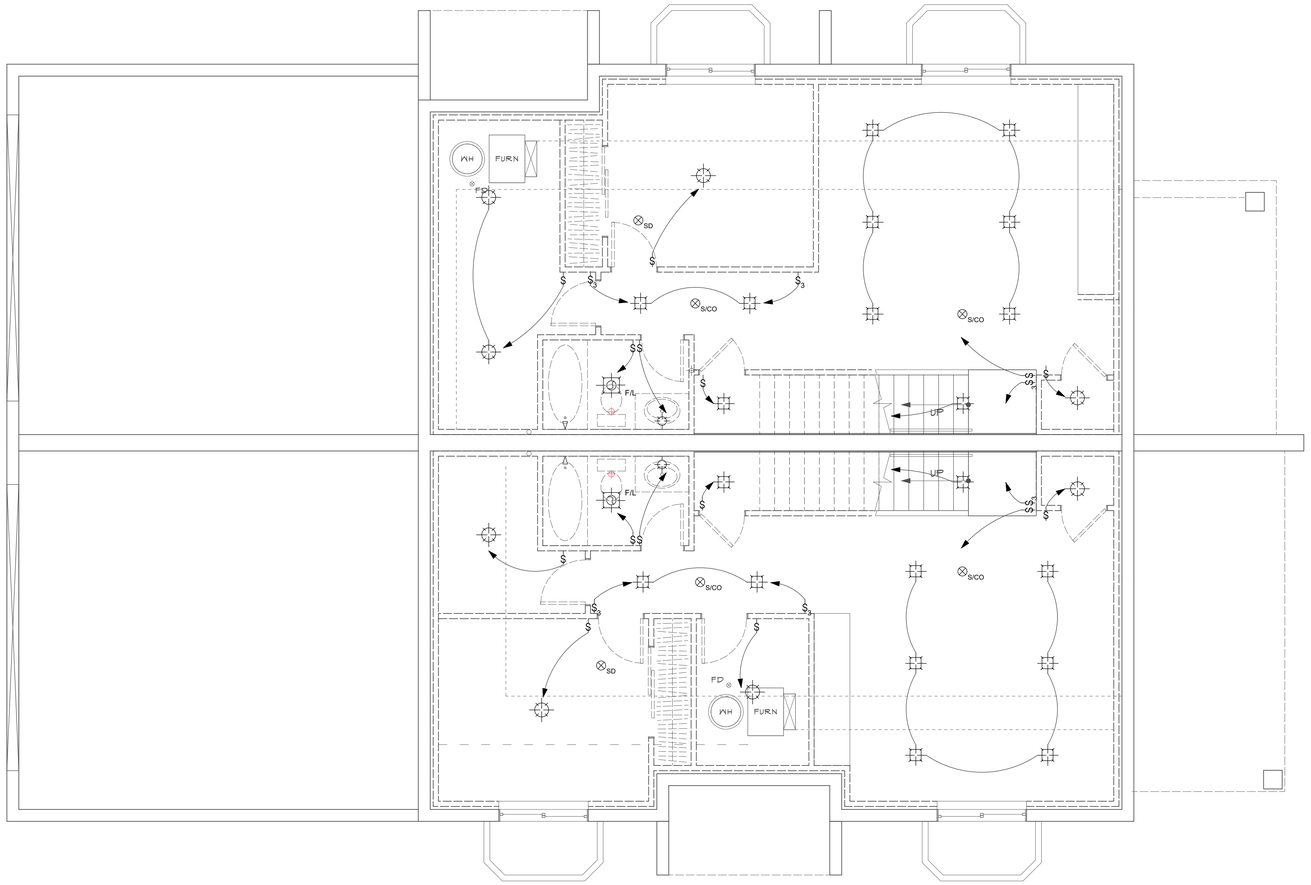
Prior Approvals:
Erie Junction Preliminary Plat & Site Plan
PP-001311-2021,
SP-001312-2021

Sheet Title

Section

Sheet No.

A3.1



LEGEND

- WALL MOUNT-
- CEILING MOUNT-
- RECESSED FIXTURE IN CEILING-
- PENDANT LIGHT
- F/L — EXHAUST FAN/LIGHT
- FAN — EXHAUST FAN
- CEILING FAN/LIGHT
- $ — SWITCH (MOUNT @ 48" CENTER A.F.F.)
- $3 — SWITCH- THREE WAY (MOUNT @ 48" CENTER A.F.F.)
- $4 — SWITCH- FOUR WAY (MOUNT @ 48" CENTER A.F.F.)
- S/CO — CARBON MONOXIDE (HARD WIRED)
- SD — SMOKE DETECTOR (HARD WIRE & INTERCONNECT)
- OUTLET
- WP — WATER PROOF OUTLET
- CAT V/CABLE
- UNDER CABINET LIGHTING

BASEMENT LIGHTING PLAN

1/4"=1'-0"

N

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ERIE JUNCTION- LOT 13-14

LOT 13 & 14, ERIE JUNCTION

Issue:

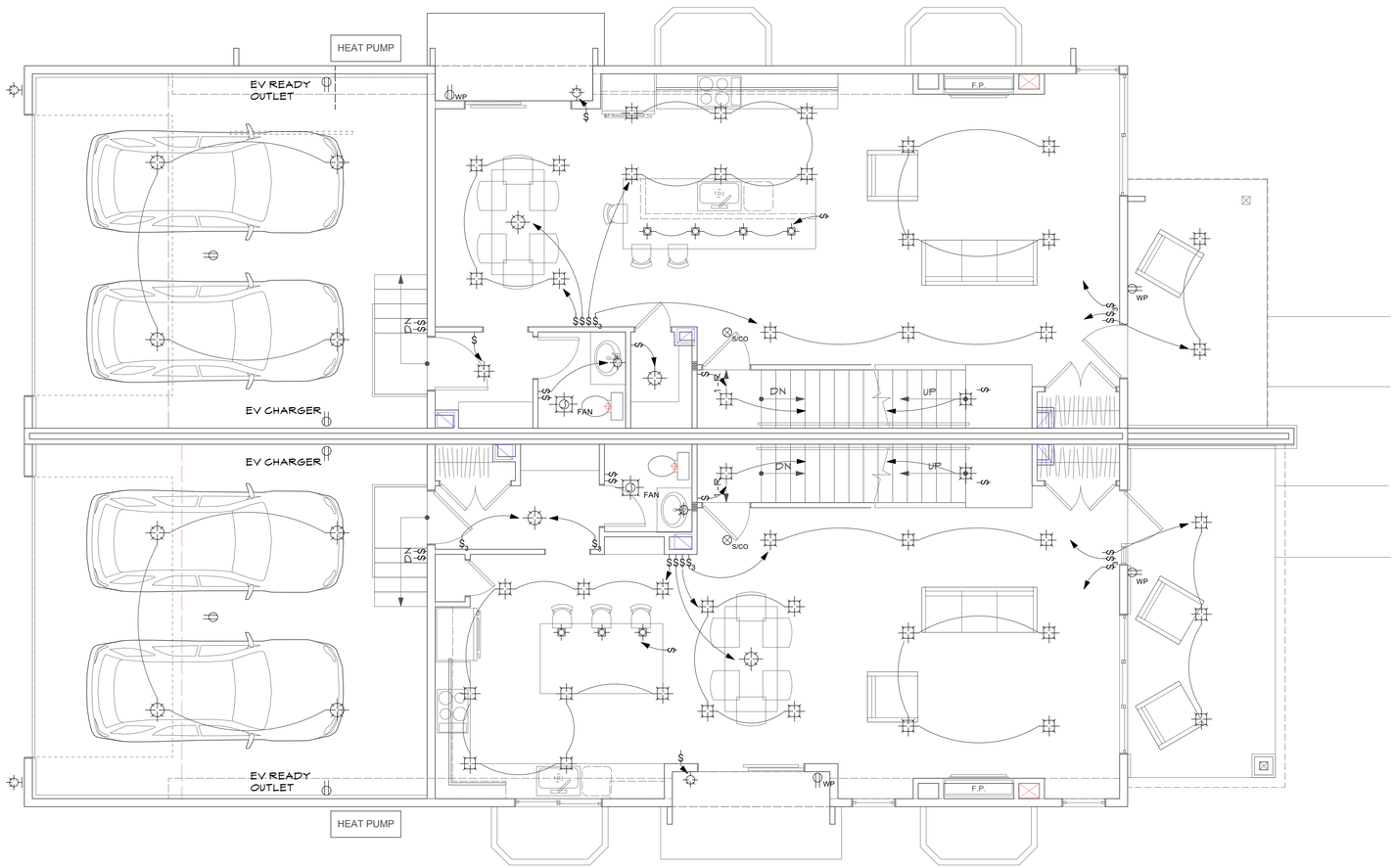
Date	Comments	Init.
2/18/25	Permit	PS
12/3/25	Rev-1	PS

Sheet Title

Lighting Plan

Sheet No.

E1.0



MAIN FLOOR LIGHTING PLAN

1/4"=1'-0"

N

LEGEND

	WALL MOUNT-
	CEILING MOUNT-
	RECESSED FIXTURE IN CEILING-
	PENDANT LIGHT
F/L	EXHAUST FAN/LIGHT
FAN	EXHAUST FAN
	CEILING FAN/LIGHT
$	SWITCH (MOUNT @ 48" CENTER A.F.F.)
$3	SWITCH- THREE WAY (MOUNT @ 48" CENTER A.F.F.)
$4	SWITCH- FOUR WAY (MOUNT @ 48" CENTER A.F.F.)
S/CO	CARBON MONOXIDE (HARD WIRED)
SD	SMOKE DETECTOR (HARD WIRE & INTERCONNECT)
	OUTLET
WP	WATER PROOF OUTLET
	CAT V/CABLE
	UNDER CABINET LIGHTING

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432 & 438 MULLIGAN ST.
ERIE JUNCTION- LOT 13-14

LOT 13 & 14, ERIE JUNCTION

Issue:

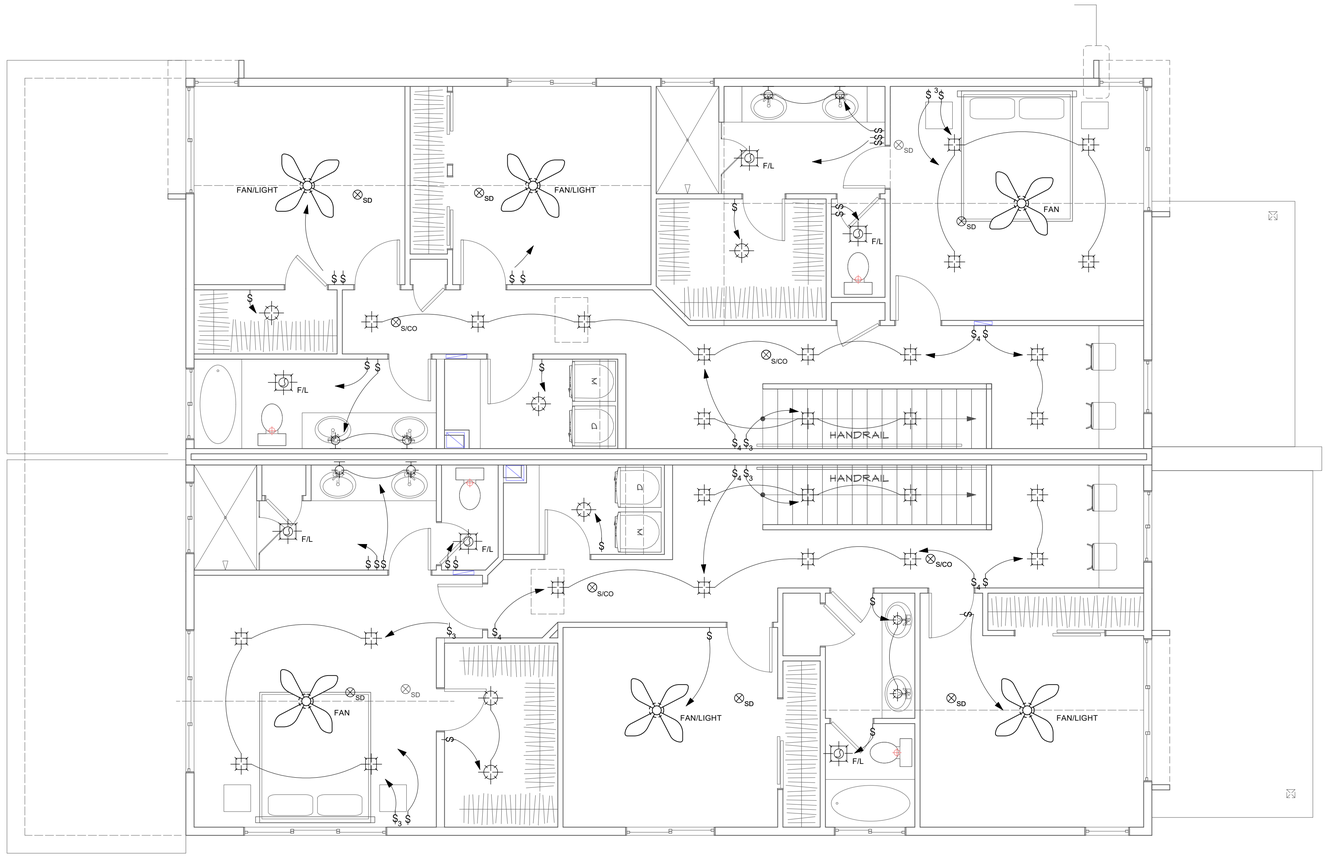
Date	Comments	Init.
2/18/25	Permit	PS
12/3/25	Rev-1	PS

Sheet Title

Lighting Plan

Sheet No.

E1.1



LEGEND

- WALL MOUNT-
- CEILING MOUNT-
- RECESSED FIXTURE IN CEILING-
- PENDANT LIGHT
- F/L — EXHAUST FAN/LIGHT
- FAN — EXHAUST FAN
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- $ — SWITCH (MOUNT @ 48" CENTER A.F.F.)
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- S/CO — CARBON MONOXIDE (HARD WIRED)
- SD — SMOKE DETECTOR (HARD WIRE & INTERCONNECT)
- OUTLET
- WP — WATER PROOF OUTLET
- CAT V/CABLE
- UNDER CABINET LIGHTING

SECOND FLOOR LIGHTING PLAN

1/4"=1'-0"

N

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ERIE JUNCTION- LOT 13-14

LOT 13 & 14, ERIE JUNCTION

Issue:

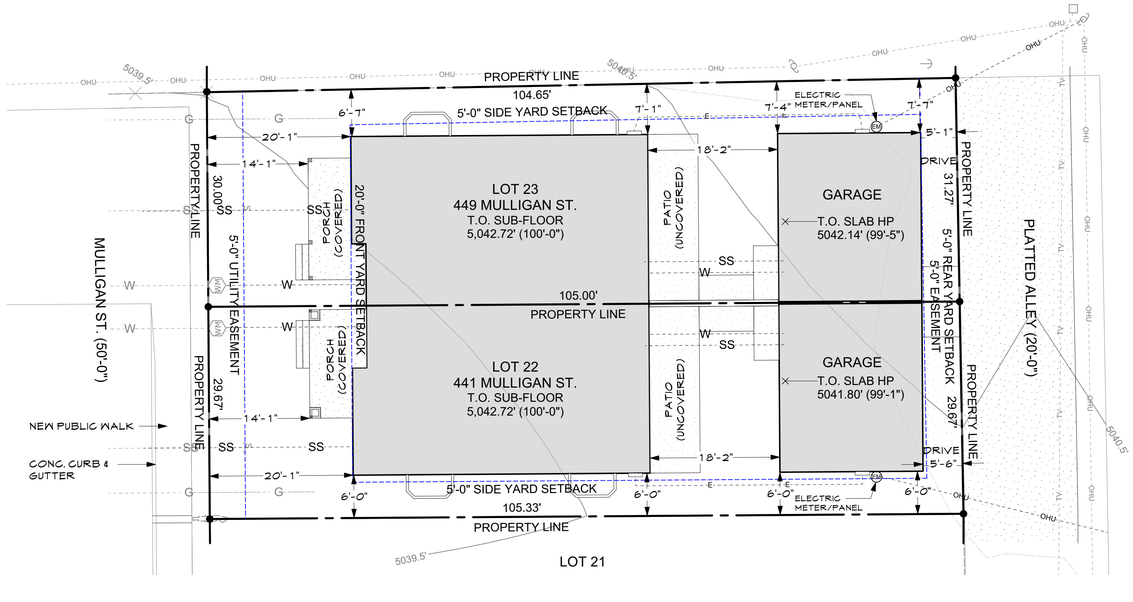
Date	Comments	Init.
2/18/25	Permit	PS
12/3/25	Rev-1	PS

Sheet Title

Lighting Plan

Sheet No.

E1.2



441 & 449 MULLIGAN ST.
ERIE JUNCTION

SITE PLAN based on improvement survey plat prepared by Flatirons Surveying dated: 05/19/21

For drainage and grading refer to lot grading plan sheet C1.0
Coordinate with landscape plan

SITE PLAN
1" = 10'-0"

GENERAL NOTES

1. Drawing dimensions are to rough framing unless noted.
2. Do not scale drawings. Verify all dimensions and existing conditions on site. Notify architect of any condition that does not agree with drawings.
3. Verify all rough openings for windows and doors.
4. All products to be installed per manufacturer's recommendations
5. Insulation to be minimum: See Plans
6. Fire stop flues, chases and walls at 10' maximum centers vertical.
7. Fireblocking at all dropped and coffered ceilings per IRC
8. Firecode gypsum board required:
   a. Under side of stairs where enclosed for storage.
   b. Garage side of house/garage common wall
9. Egress windows to be maximum sill height of 44" above finish floor, minimum vertical clear opening of 24" minimum horizontal clear opening of 20" and have a minimum clear openable area of 5.7 square feet.
10. Tempered glass required at the following locations;
    a. Within 24" of door openings
    b. Within 18" of finished floors
    c. Adjacent to bath tub areas
    d. Shower enclosures
11. Landings at exterior doors shall not be more than 7.75" lower than the top of threshold. (door is not to swing over lower landing)
12. Finish all shower areas to 70" min. above the drain inlet with ceramic tile.
13. All roofing to comply with IRC.
14. All products and quality of materials to be installed to be pre-approved by Owner, prior to ordering/ Installation.

* All contractors to be familiar with and enforce the regulations of the Occupational Safety and Health Act (OSHA)

COORDINATION NOTES

The following design by others and design reports are part of the Scope of Work by reference.

Soils Report:
Refer to and follow recommendations in Geotechnical Report for site drainage and subsurface foundation drains.

HVAC Design:
HVAC systems and equipment to conform with manual D, J , & S reports

Energy Efficiency
Thermal envelope, air sealing, to conform to HERS report

ENERGY EFFICIENCY

IECC Compliance Path:
2021 IECC Energy Code, Appendix RC
ERI Compliance Alternative (See HERS Report)

Air Barrier
See Air barrier table (Sheet A3.0)

Insulation & Air Barrier

Basement:	Drape R-19 full perimeter at walls (in unfinished areas) Stud walls: R-21 cavity
Rims:	R-23 (CC Sprayfoam)
Walls:	R-29 (2" CC Sprayfoam + 3 1/2" fiberglass fill)
Floor:	R-30
Roof/Attic:	R-60

Window Specifications
U-Value: 0.27 SHGC: 0.29

Heating-Cooling System Specification
Cold Climate Heat Pump (Energy Star Next Gen certified)

Water Heating System
Heat pump water heater- 80 Gallon for 4- bedrooms

Lighting Plan
100% LED

Appliance Plan
Energy Star

SUSTAINABILITY MEASURES

Construction Waste Management
All recyclable wood, metal, and cardboard materials, will be donated, reused, or recycled.

Radon Mitigation
Install a passive radon gas vent, and prepare for post-construction active fan if necessary.

Water Efficiency
Install "WaterSense" labeled fixtures

Lavatory Faucet	1.5 gpm at 60 psi
Shower Heads	2.0 gpm at 80 psi
Sink Faucet	1.5 gpm at 60 psi
Water Closet	1.28 gallons per flush cycle

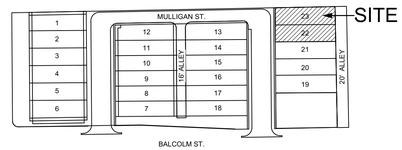
Renewable Energy
PV - roof mount solar ready
Offsite renewable (option by owner)

Electrical
EV Parking Space- Minimum of 40 AMP 240- volt circut, and receptacle next to parking space

EV Ready Parking Space- Supplied with conduit sized to handle second parking space

Lighting - 100% LED

KEY PLAN



PROJECT INFORMATION

LEGAL DESCRIPTION:
Lot 22 & 23, Erie Junction. Parcel located in Section 18, Township 1 North, Range 68 West of the 6th P.M. Town of Erie, County of Weld, State of Colorado

JURISDICTION:
Town of Erie

ZONING
Zone District: Old Town Residential (OTR)
Approvals: Erie Junction Special Review Use, Preliminary Plat & Site Plan SRU-001313-2021, PP-001311-2021, SP-001312-2021

PROJECT DESCRIPTION:
Construct Duplex 2-Family Residential Structure and detached garage

BUILDING CODES:
2021 International Residential Code (IRC)
2021 International Energy Conservation Code (IECC)
2021 ICC A117.1 (Accessibility Code)
2023 National Electrical Code (NEC)

FIRE SPRINKLERS
Sprinklers per IRC

FLOOR AREA

	441 (LOT 22)	449 (LOT 23)
Principle Structure		
Basement	964	964
First Floor	958	958
Second Floor	986	980
Total Principle Structure	2,908	2,902
Accessory Structure		
Garage	470	470
Bonus Room	470	470
Total Accessory Structure	940	940
Total (Princple + Accessory)	3,848	3,842

PROJECT DIRECTORY

BUILDER
Diverge Homes
Louisville, CO 80027
Contact: Nick Jacobs 720-539-3786

ARCHITECT
Stewart Architecture
1132 Jefferson Ave.
Louisville, CO 80027
Contact: Peter Stewart 303-665-6668

STRUCTURAL ENGINEER
Dana Michel
40th Parallel Structural Engineering
263 2nd Avenue Suite 106A
Niwot Colorado 80544
Contact: 303-913-6474

CIVIL ENGINEER
Jim Brzostowic
Civil Resources
8308 Colorado Blvd, Suite 200
Firestone, CO 80504
Contact: 303-833-1416

DRAWING INDEX

Architectural Drawings

A0.0	Cover Sheet
A1.0	Basement Floor Plan
A1.1	Main Floor Plan
A1.2	Second Floor Plan
A1.3	Roof Floor Plan
A2.0	Elevation
A2.1	Elevation
A3.0	Section
A3.1	Section and Stair Elevation
A4.0	Party Wall Details
G1.0	Garage and Bonus Room Plan
G2.0	Garage Elevation
G3.0	Garage Section
E1.0	Basement Lighting Plan
E1.1	Main Floor Lighting Plan
E1.2	Second Floor Lighting Plan
E1.3	Garage Lighting Plan

Structural Drawings

S1.1	General Notes
S1.2	Foundation Plan
S1.2	Main Floor Framing
S1.3	2nd Floor/Low Roof Framing
S1.4	Roof Framing
S1.5	Garage Foundation Plan
S1.6	Garage Framing
S2.1	Foundation Details
S2.2	Framing Details
S2.3	Steel Framing Details

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441 & 449 MULLIGAN ST.
ERIE JUNCTION- LOT 22-23

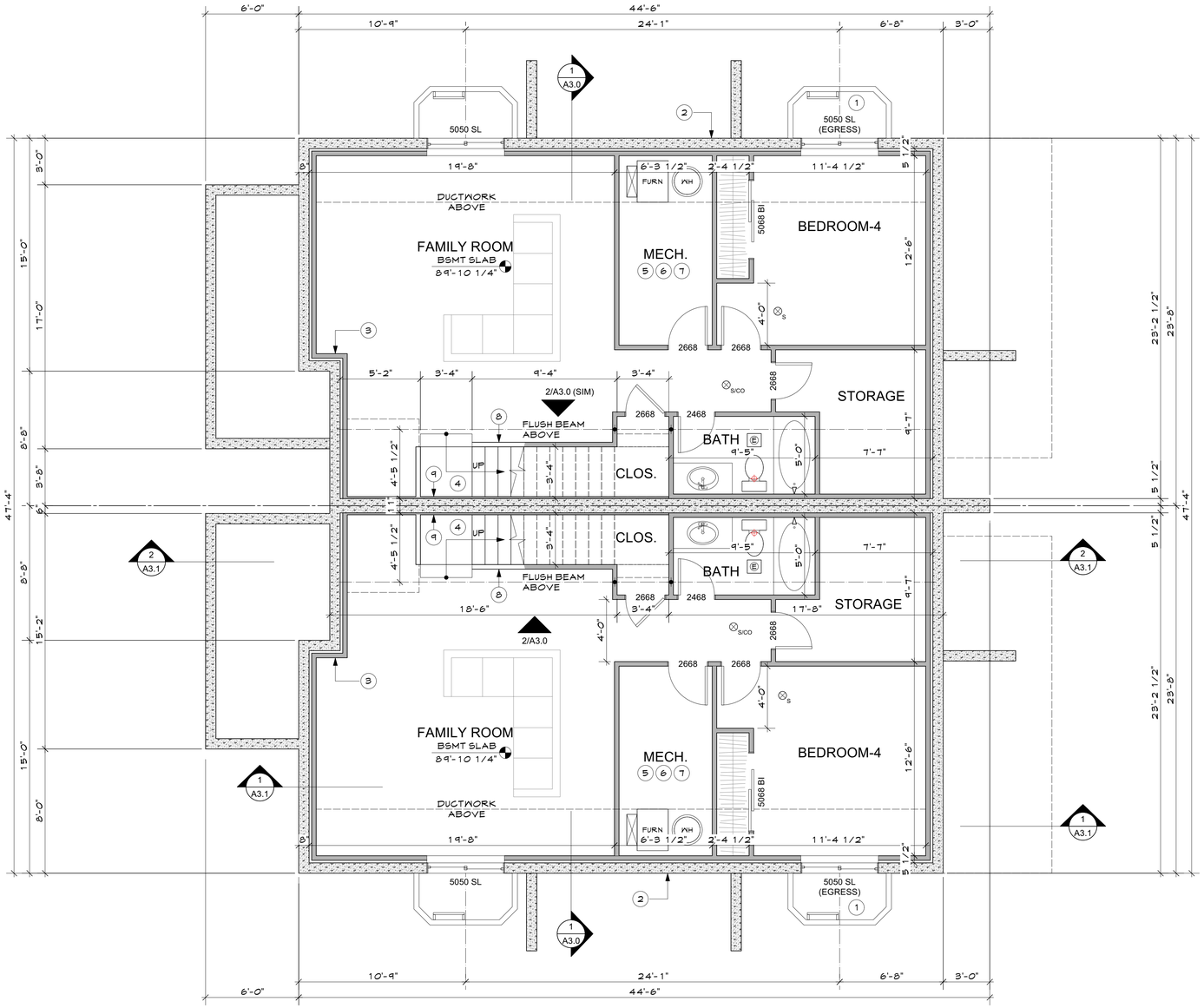
LOT 22 & 23, ERIE JUNCTION
SECTION 18, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M. TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO

Issue:

Date	Comments	Init.
11/7/24	Permit	PS

Sheet Title
Cover Sheet

Sheet No.
A0.0



BASEMENT PLAN

1/4"=1'-0"

N

LEGEND:

- CONCRETE FOUNDATION WALL
- FUTURE WALL
- NEW 2X STUD WALL
- S/CO — INDICATES COMBINATION SMOKE AND CARBON MONOXIDE ALARM
- S — INDICATES SMOKE ALARM
- T — INDICATES TEMPERED GLAZING WINDOWS (ALL GLAZING IN ALL DOORS TO BE TEMPERED)
- E — EXHUST FAN
- 3068 — WINDOWS & DOORS ARE NOTED IN FEET-INCHES (3068 INDICATES 3'-0" x 6'-8")

COORDINATION NOTES

WINDOWS AND DOORS
REFER TO WINDOW AN DOOR SCHEDULE FOR ROUGH OPENING SIZES

CABINETS AND COUNTER TOPS
SEE CABINET AND COUNTERTOP SHOP DRAWINGS. COORDINATE WITH APPLIANCES

ROOM FINISHES
SEE ROOM FINISH SCHEDULE BY OTHERS

PLUMBING FIXTURES
SEE FIXTURE SCHEDULE BY OTHERS

ELECTRICAL LIGHTING
SEE FIXTURE SCHEDULE AND SWITCH LOCATIONS BY OTHERS

KEY NOTES

1 WINDOW WELL AT EGRESS WINDOW. MIN. 3'-0" X 4'-0" INSIDE DIMENSION.
2 DAMPPROOF WALL BELOW GRADE AND INSTALL FOUNDATION DRAIN PER SOILS REPORT
3 2X STUD WALL & INSULATION @ EXTERIOR WALLS
4 UTILITY GRADE STAIRS SEE STAIR SECTION DRAWINGS FOR DETAILS
5 MECHANICAL EQUIPMENT AND DUCTS PER HVAC DESIGN
6 RADON VENT TO ROOF (PASSIVE SYSTEM)
7 SUMP PIT & PUMP- CONNECT DISCHARGE TO STORM WATER CONNECTION
8 LOW WALL AT STAIR
9 1x FURRING OVER CONCRETE WALL

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ERIE JUNCTION- LOT 22-23

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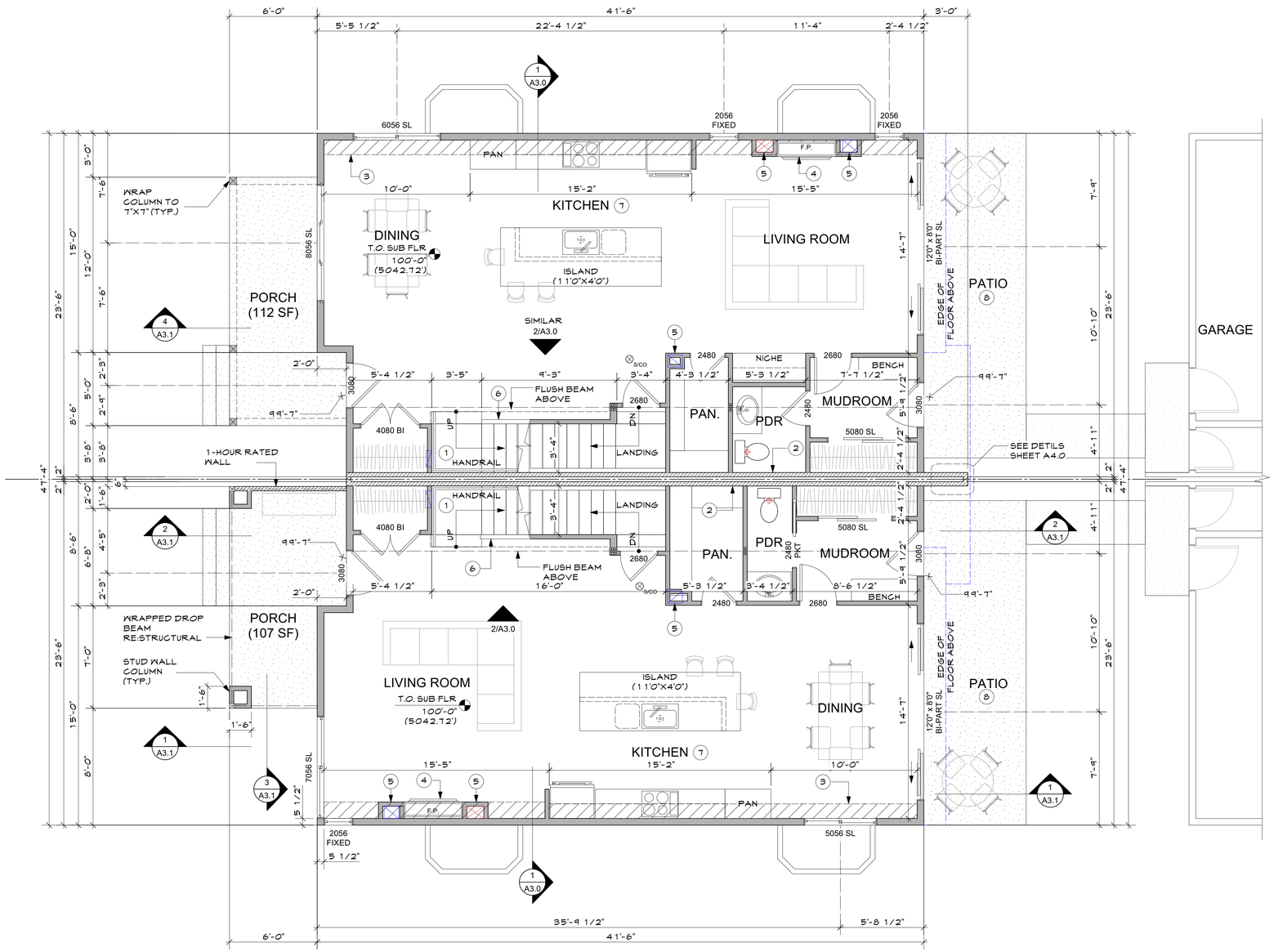
SECTION 18, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M. TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO

Issue:

Date	Comments	Init.
11/7/24	Permit	PS

Sheet Title
Basement Plan

Sheet No.
A1.0



MAIN FLOOR PLAN

1/4"=1'-0"

N

LEGEND:

- CONCRETE FOUNDATION WALL
- FUTURE WALL
- NEW 2X STUD WALL
- FIRE RATED WALL
- S/CO — INDICATES COMBINATION SMOKE AND CARBON MONOXIDE ALARM
- S — INDICATES SMOKE ALARM
- T — INDICATES TEMPERED GLAZING WINDOWS (ALL GLAZING IN ALL DOORS TO BE TEMPERED)
- E — EXHUST FAN
- 3068 — WINDOWS & DOORS ARE NOTED IN FEET-INCHES (3068 INDICATES 3'-0" x 6'-8")

COORDINATION NOTES

WINDOWS AND DOORS
REFER TO WINDOW AN DOOR SCHEDULE FOR ROUGH OPENING SIZES

CABINETS AND COUNTER TOPS
SEE CABINET AND COUNTERTOP SHOP DRAWINGS. COORDINATE WITH APPLIANCES

ROOM FINISHES
SEE ROOM FINISH SCHEDULE BY OTHERS

PLUMBING FIXTURES
SEE FIXTURE SCHEDULE BY OTHERS

ELECTRICAL LIGHTING
SEE FIXTURE SCHEDULE AND SWITCH LOCATIONS BY OTHERS

KEY NOTES (#)

1 STAIR AND STAIR HANDRAILS SEE STAIR SECTION DRAWINGS FOR DETAILS
2 PARTY WALL, SEE DETAILS SEE SHEET A4.0
3 DROP SOFFIT WHERE HVAC RUNS PERPENDICULAR TO JOISTS
4 ELECTRIC FIREPLACE OPTION
5 HVAC CHASE
6 GUARDRAIL 36" ABOVE STAIR NOSING
7 VERIFY CABINET & APPLIANCE PLAN WITH SHOP DRAWINGS
8 VERIFY PATIO SIZE AND LOCATION WITH LANDSCAPE PLAN

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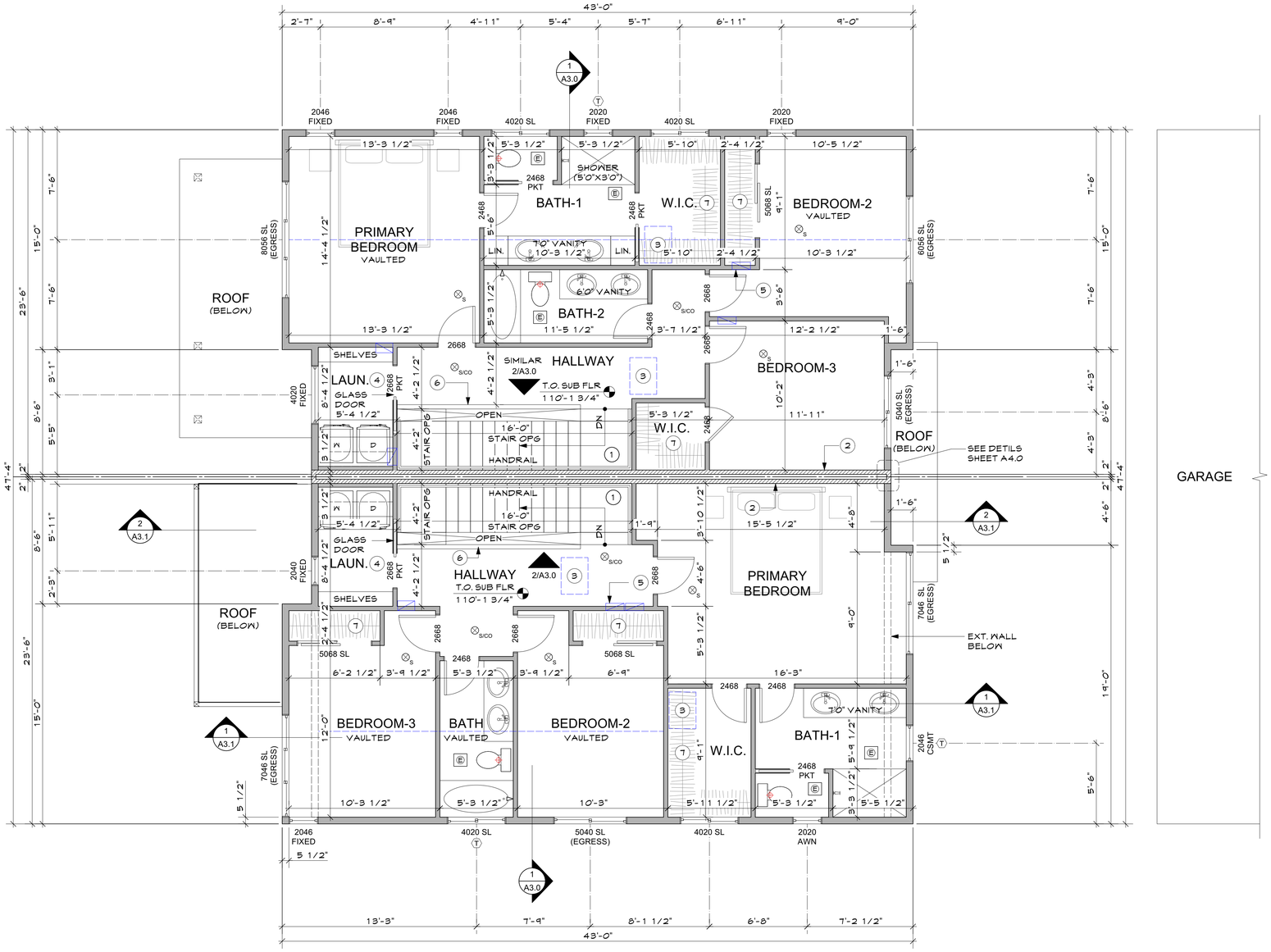
LOT 22 & 23, ERIE JUNCTION
SECTION 18, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M. TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO

Issue:

Date	Comments	Init.
11/7/24	Permit	PS

Sheet Title
Main Floor Plan

Sheet No.
A1.1



SECOND FLOOR PLAN

1/4"=1'-0"

N

LEGEND:

- CONCRETE FOUNDATION WALL
- FUTURE WALL
- NEW 2X STUD WALL
- FIRE RATED WALL
- S/CO — INDICATES COMBINATION SMOKE AND CARBON MONOXIDE ALARM
- S — INDICATES SMOKE ALARM
- T — INDICATES TEMPERED GLAZING WINDOWS (ALL GLAZING IN ALL DOORS TO BE TEMPERED)
- E — EXHUST FAN
- 3068 — WINDOWS & DOORS ARE NOTED IN FEET-INCHES (3068 INDICATES 3'-0" x 6'-8")

COORDINATION NOTES

WINDOWS AND DOORS
REFER TO WINDOW AN DOOR SCHEDULE FOR ROUGH OPENING SIZES

CABINETS AND COUNTER TOPS
SEE CABINET AND COUNTERTOP SHOP DRAWINGS. COORDINATE WITH APPLIANCES

ROOM FINISHES
SEE ROOM FINISH SCHEDULE BY OTHERS

PLUMBING FIXTURES
SEE FIXTURE SCHEDULE BY OTHERS

ELECTRICAL LIGHTING
SEE FIXTURE SCHEDULE AND SWITCH LOCATIONS BY OTHERS

KEY NOTES

1 STAIR AND STAIR HANDRAILS SEE STAIR SECTION DRAWINGS FOR DETAILS
2 PARTY WALL DETAIL SEE SHEET A4.0
3 ATTIC ACCESS 30"X22" MIN.
4 PROVIDE WATER AND WASTE CONNECTIONS AND VENTING FOR LAUNDRY EQUIPMENT
5 HVAC RETURN AIR RE-MECHANICAL
6 GUARDRAIL 36" A.F.F. MIN.
7 CLOSET ROD AND SHELF. INSTALL TOP OF SHELF AT 60" AFF.

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11/7/24	Permit	PS

Sheet Title
Second Floor Plan

Sheet No.
A1.2

HOUSE ROOF CALCULATIONS:

ATTIC VENT AREA REQUIRED:
AREA OF ATTIC = 2,004 SF
1980 / 300 = 6.60 SF VENT AREA REQUIRED

VENT AREA PROVIDED:
SOFFIT VENT (LOW): 117.5 FEET X 12 SQ. IN. =
1,410 SQ IN. OR 9.79 SF

RIDGE VENT (HIGH): 103.5 FEET X 12 SQ. IN. =
1,242 SQ IN. OR 8.63 SF

TOTAL NET FREE VENT AREA PROVIDED: 18.42 SF

GARAGE ROOF CALCULATIONS:

ATTIC VENT AREA REQUIRED:
AREA OF ATTIC = 974 SF
974 / 300 = 3.16 SF VENT AREA REQUIRED

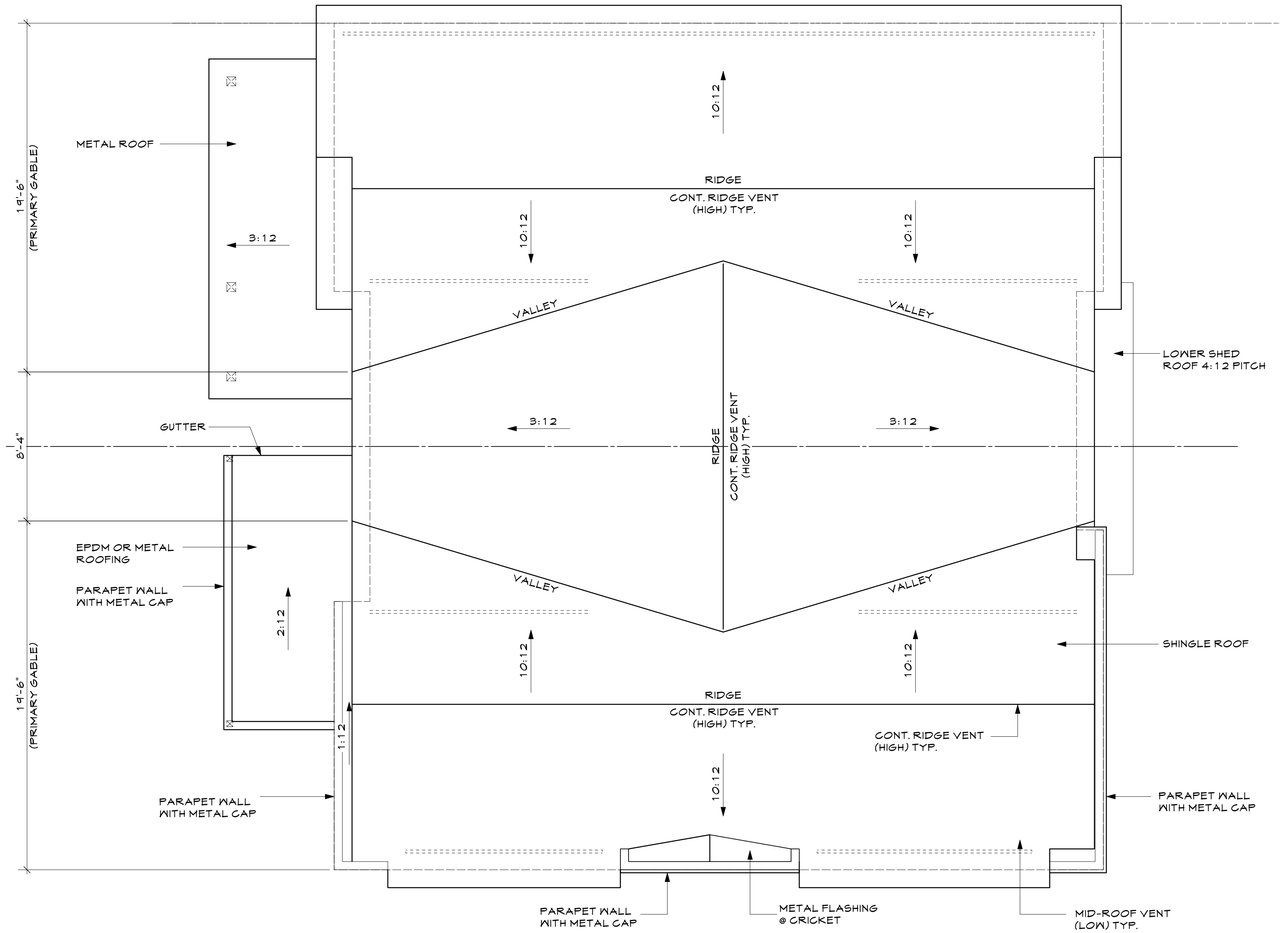
VENT AREA PROVIDED:
SOFFIT VENT (LOW): 30.5 FEET X 12 SQ. IN. =
366 SQ IN. OR 2.54 SF

RIDGE VENT (HIGH): 49 FEET X 12 SQ. IN. =
588 SQ IN. OR 4.08 SF

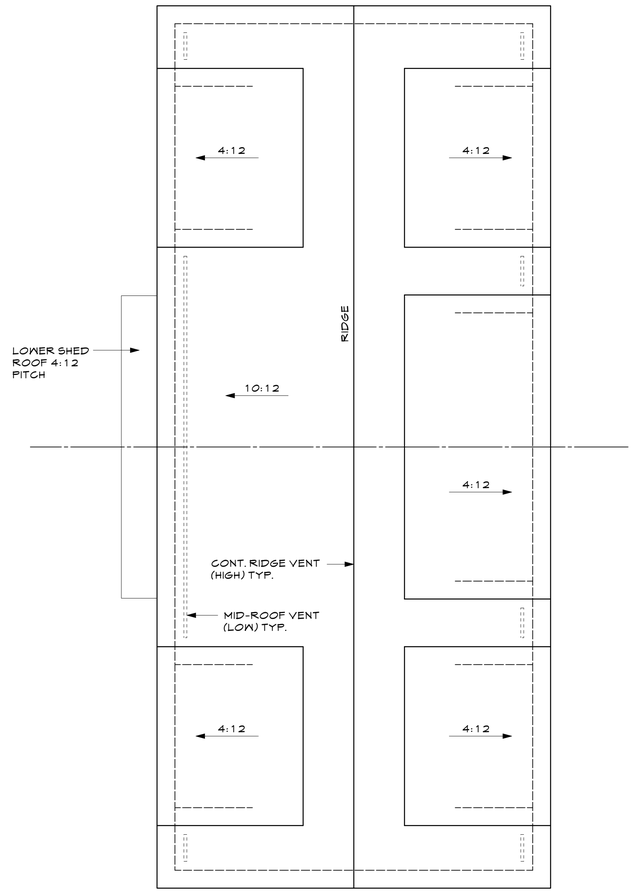
TOTAL NET FREE VENT AREA PROVIDED: 6.62 SF

ROOF NOTES:

1. ROOF SYSTEM TO BE "CLASS A"
2. SHINGLES CLASS 4 IMPACT RATING & 130 MPH WIND RESISTANCE WARRANTY
3. VENTS: EMBER RESISTANT .
4. PROVIDE ICE & WATER GUARD UNDER SHIGLES AT 2:12 PITCH.
5. LOW PITCH ROOFS (LESS THAN 2:12) TO BE FULLY ADHEARED EPDM OR TPO OVER DENS DECK.
6. INSTALL ALL ROOF SYSTEMS PER MANUFACTURES RECOMMENDATIONS



HOUSE ROOF PLAN
1/4"=1'-0"



GARAGE ROOF PLAN
1/4"=1'-0"

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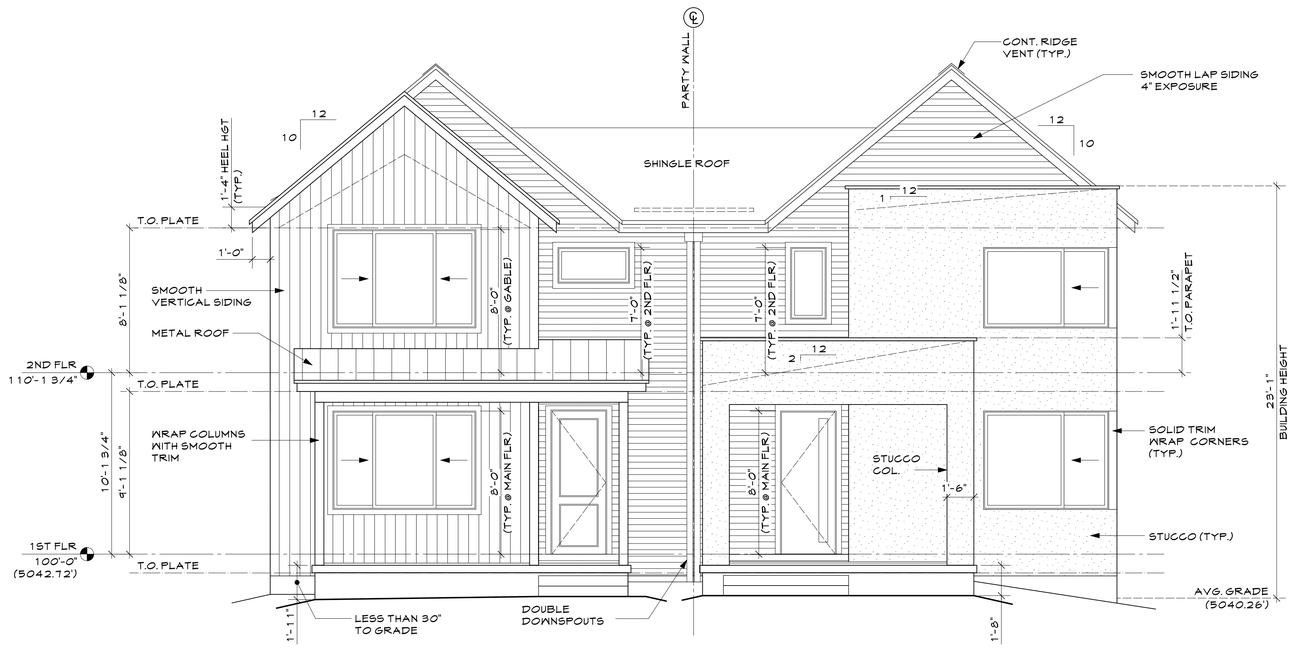
Sheet Title
Roof Plan

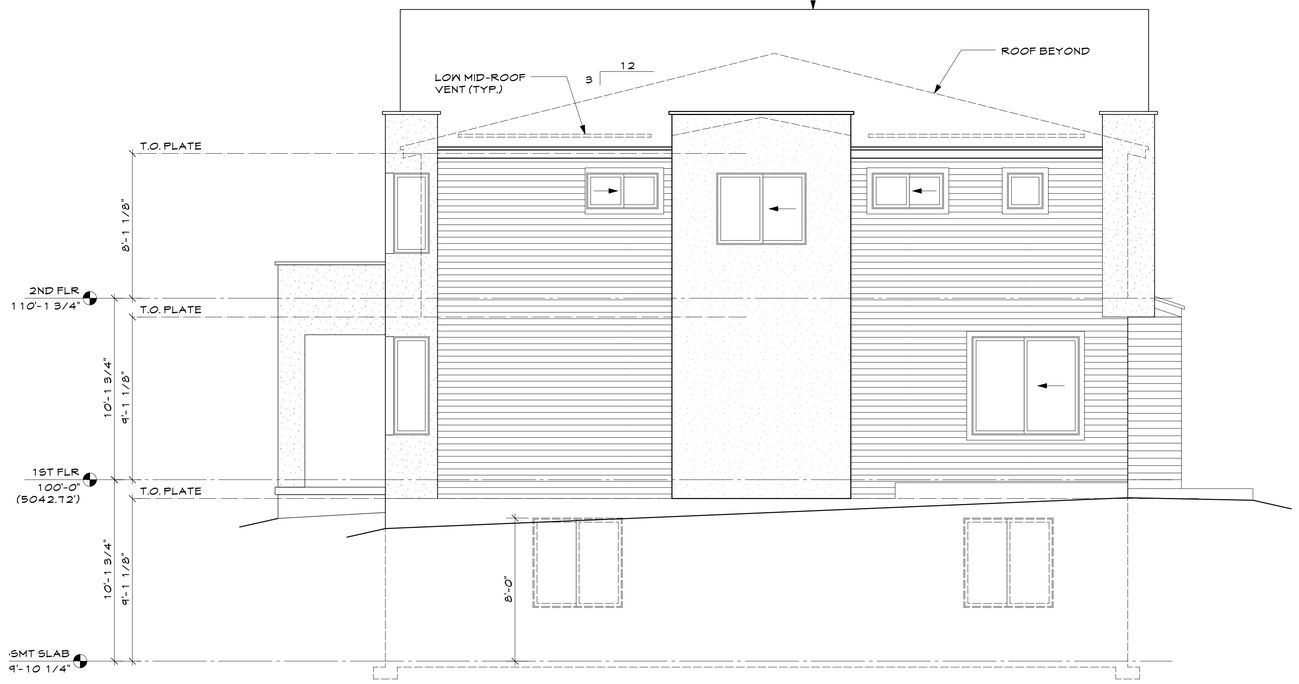
Sheet No.
A1.3

EXTERIOR MATERIALS

EAVES:	SMOOTH LP SMART SIDE (NON VENTED)
HORZ. SIDING:	SMOOTH LP SMART LAP SIDEING 4" EXPOSURE
STUCCO:	HARD-COAT CONC. STUCCO
VERT. SIDING:	LP SMART TRIM 5.5" WIDE SPACED WITH 3/4" GAP OVER LP SMART SMOOTH PANEL
WINDOWS:	ANDERSEN 100 SERIES, BLACK/BLACK
ROOFING:	CLASS A FIRE RATING- SEE ROOF PLAN



WEST ELEVATION
1/4"=1'-0"



SOUTH ELEVATION
1/4"=1'-0"

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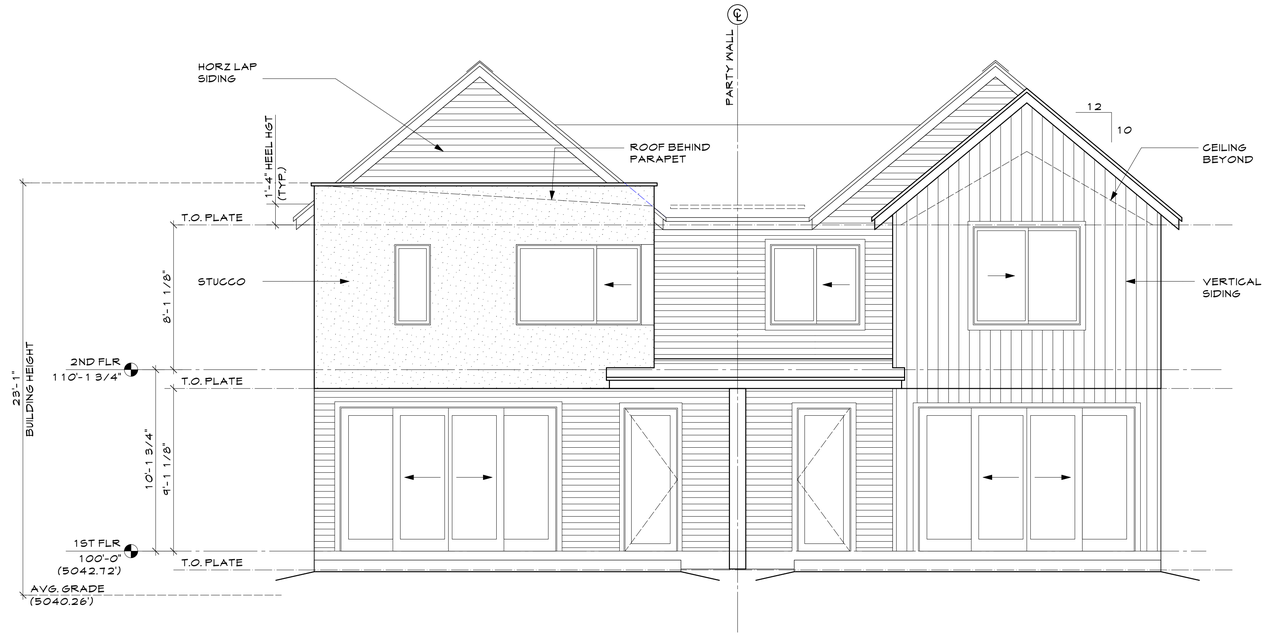
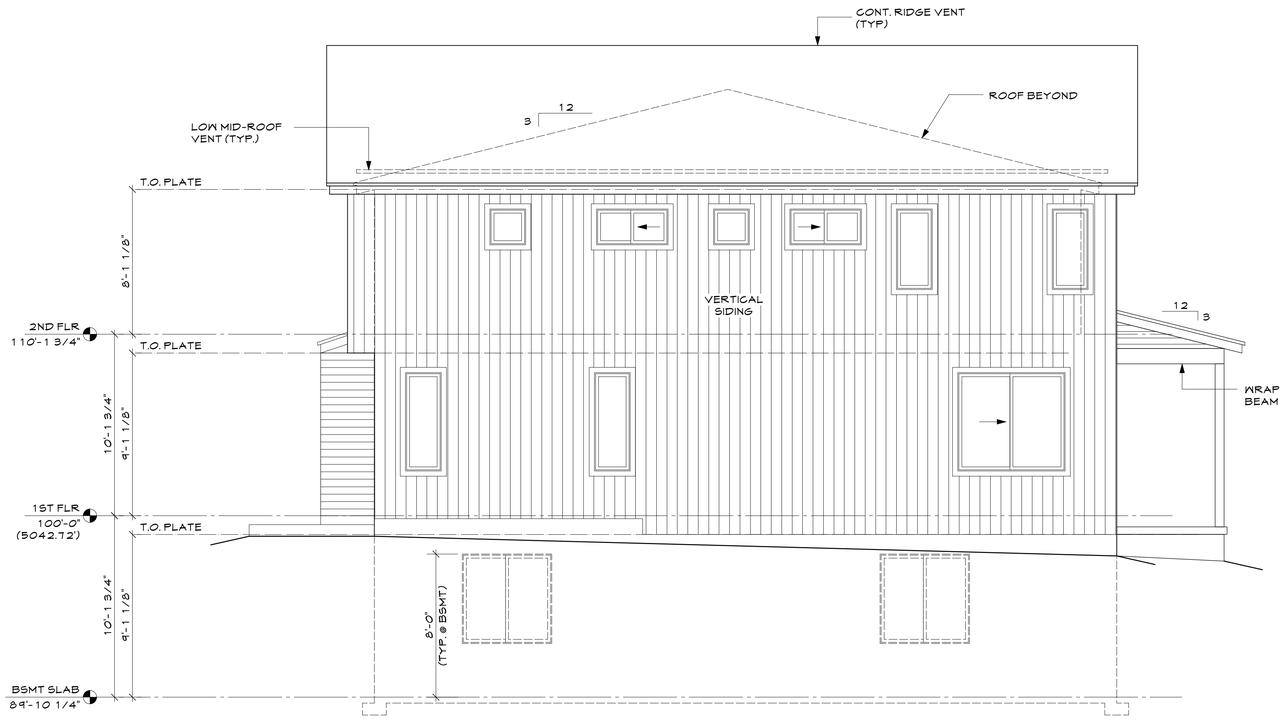
Sheet Title
Elevation

Sheet No.
A2.0



EAST ELEVATION

1/4"=1'-0"



NORTH ELEVATION

1/4"=1'-0"

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Sheet Title

Elevation

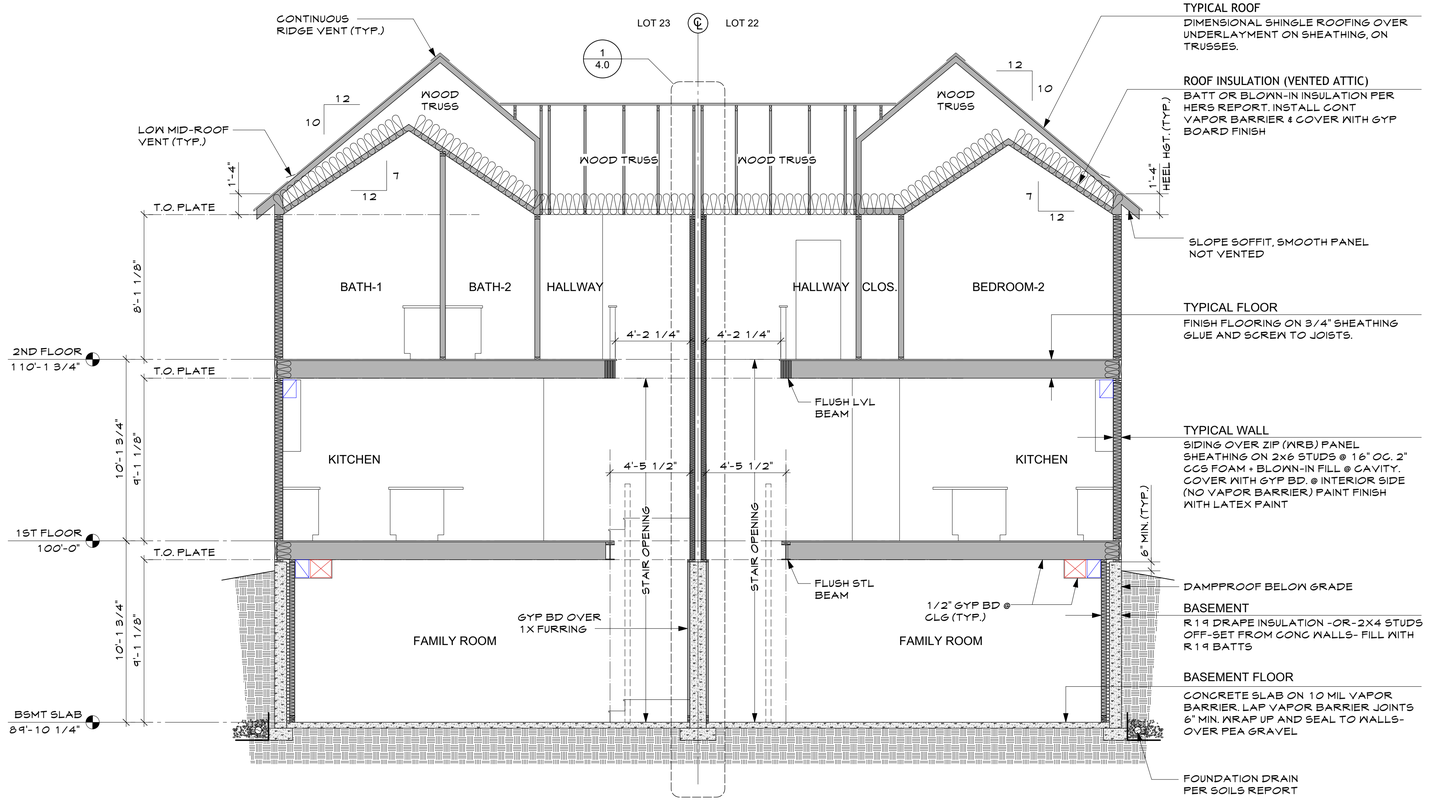
Sheet No.

A2.1

AIR BARRIERS

Building air leakage testing required: See HERS report

COMPONENT	AIR BARRIER CRITERIA	INSULATION INSTALLATION CRITERIA	PROJECT NOTES
General Requirements	A continuous air barrier shall be installed in the building envelope. The exterior thermal envelope contains a continuous air barrier. Breaks or joints in the air barrier shall be sealed.	Air-Permeable insulation shall not be used as a sealing material.	Exterior housewrap and interior drywall used as air barrier. Tape all housewrap seams. Caulk drywall to top and bottom plate. Gap interior wall studs to allow drywall to be cont. on exterior wall.
Ceiling/Attic	The air barrier in any dropped ceiling/soffit shall be aligned with the insulation and any gaps in the air barrier sealed. Access openings, drop down stairs or knee wall doors to unconditional attic spaces shall be sealed.	The insulation in any dropped ceiling/ soffit shall be aligned with the air barrier	Weather strip and seal attic access hatch
Walls	The junction of the foundation and sill plate shall be sealed. The junction of the top plate and the top of exterior walls shall be sealed. Knee walls shall be sealed.	Cavities within corners and headers of frame walls shall be insulated by completely filling the cavity with a material having a thermal resistance, R- value, of not less than R-3 per inch. exterior thermal envelope insulation for framed walls shall be installed in substantial contact and continuous alignment with the air barrier.	Utilize advanced framing techniques (3-stud corners, insulated headers etc.) Wals to have blown-in insulation for tight fill.
Windows, Skylights, and Doors	The space between window/door jambs and framing, and skylights and framing shall be sealed.	———	Seal with low expanding spray foam.
Rim Joists	Rim joists shall include an exterior air barrier. The junctions of the rim board to the sill board and the subfloor shall be air sealed.	Rim joists shall be insulated so that the insulation maintains permanent contact with the exterior rim board.	Caulk or spray foam rim top and bottom edges. Install insulation tight to rim
Flooring (Including above garage and cantilevered floor)	The air barrier shall be installed at any exposed edge of insulation	Floor framing cavity insulation shall be installed to maintain permanent contact with the underside of subfloor decking. Alternatively, floor framing cavity insulation shall be in contact with the top side of sheathing or continuous insulation installed on the underside of floor framing and extending from the bottom to the top of all perimeter floor framing members.	Glue and seal subfloor to joists. Caulk or tape seal sub floor joints.
Basement Crawl Space and Slab Foundations	Exposed earth in unvented crawl spaces shall be covered with a Class I vapor retarder/barrier in accordance with Section R402.2.10 Penetrations through concrete foundation walls and slabs shall be air sealed. Class I vapor retarders shall not be used as an air barrier on below-grade walls and shall be installed in accordance with Section R702.7 of the International Residential Code.	Crawl space insulation, where provided instead of floor insulation, shall be installed in accordance with Section R402.2.10. The basement foundation wall insulation shall be installed in accordance with Section R402.2.8.1. Slab-on-grade floor insulation shall be installed in accordance with Section R402.2.10.	Cover earth with min 10 mil poly barrier. Overlap 6 inches and seal joint. wrap up walls 8 inches and seal to wall. Caluk seal floor slab to wall intersection
Shafts, Penetrations	Duct and Flue shafts to exterior or unconditioned space shall be sealed. Utility penetrations of the air barrier shall be caulked, gasketed or otherwise sealed and shall allow for expansion, contraction of materials and mechanical vibration.	Insulation shall be fitted tightly around utilities passing through shafts and penetrations in the building thermal envelope to maintain required R-value.	Caulk seal all penetrations through drywall including bath exhaust fans
Narrow Cavities	Narrow cavities of 1 inch or less that are not able to be insulated shall be air sealed.	Batts to be installed in narrow cavities shall be cut to fit or narrow cavities shall be filled with insulation that on installation readily conforms to the available cavity space.	Caulk with backer rod or spray faom fill
Garage Separation	Air sealing shall be provided between the garage and conditioned spaces.	Insulated portions of the garage separation assembly shall be installed in accordance with Sections R303 and R402.2.7.	Tape and Seal all penetrations on both sides of wall
Recessed Lighting	Recessed light fixtures installed in the building thermal envelope shall be sealed in accordance with Section R402.4.5	Recessed light fixtures installed in the building thermal envelope shall be airtight and IC rated, and shall be buried or surrounded with insulation.	Build rigid insulation box around recessed lights- seal joints. Recessed cans located adjacent to insulation shall be IC rated and sealed with gasket.
Plumbing,Wiring, or other obstructions	All holes created by wiring,plumbing, or other obstructions in the air barrier assembly shall be air sealed.	Insulation shall be installed to fill the available space and surround wiring, plumbing, or other obstructions, unless the required R-Value can be met by installing insulation and air barrier systems completely to the exterior side of the obstructions.	Fill penetrations with spray foam or gasket type sealers. Minimize number of wires at each penetration.
Shower/Tub on Exterior Wall	The air barrier installed at exterior walls adjacent to showers and tubs shall separate them from the shower and tubs.	Exterior walls adjacent to showers and tubs shall be insulated.	Provide continuaous hardi panel behind tub and caulk seal joints and perimeter
Electrical Box on Exterior Wall	The air barrier shall be installed behind electrical boxes or air-sealed boxes shall be installed	———	Spray foam around back of elect box, caulk to drywall
HVAC Register Boots	HVAC register boots that penetrate building thermal envelope shall be sealed to the subfloor or drywall	———	caulk seal to drywall
Concealed Sprinklers	When required to be sealed, concealed fire sprinklers shall only be sealed in a manner that is recommended by manufacturer. Caulking or other adhesive sealants shall not be used to fill voids between fire sprinkler cover plates and walls or ceiling	———	N/A (none)



1 A3.0 CROSS SECTION

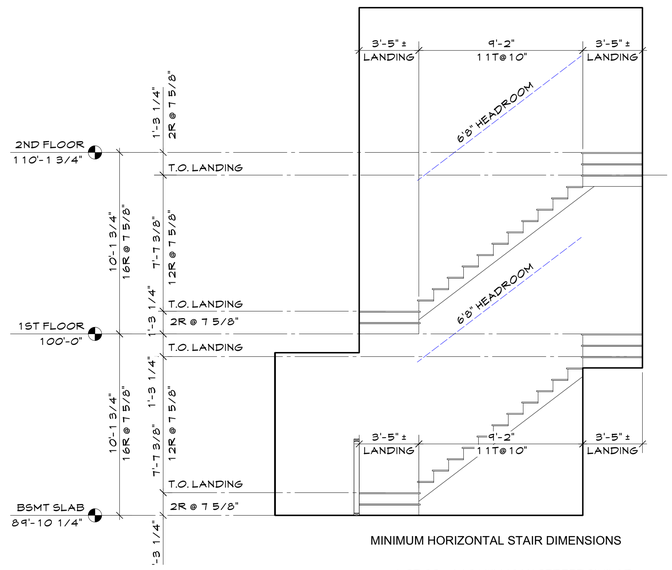
1/4"= 1'-0"

STAIR & GUARDRAIL NOTES

VERIFY ALL FLOOR TO FLOOR HEIGHTS AND HEADROOM CLEARANCES.

STAIR REQUIREMENTS
- TREADS AND RISERS - AS SPECIFIED ON DRAWINGS (MAXIMUM RISER 7 3/4", MINIMUM TREAD 10" UNLESS NOTED OTHERWISE). MAXIMUM DEVIATION 3/8".
- MINIMUM HEADROOM 6'-8" ABOVE NOSING.
- PROVIDE CONTINUOUS HANDRAIL FROM TOP TO BOTTOM RISER ONE SIDE OF STAIRWAY.
- HANDRAILS TO BE 34" TO 38" ABOVE STAIR NOSING.

GUARD RAILS
- GUARDRAILS TO BE INSTALLED 36" ABOVE FINISHED FLOOR
- OPENINGS TO BE LESS THAN 4"



MINIMUM HORIZONTAL STAIR DIMENSIONS

LOT 23- 449 MULLIGAN STREET SIMILAR

2 A3.0 STAIR ELEVATION

1/4"= 1'-0"

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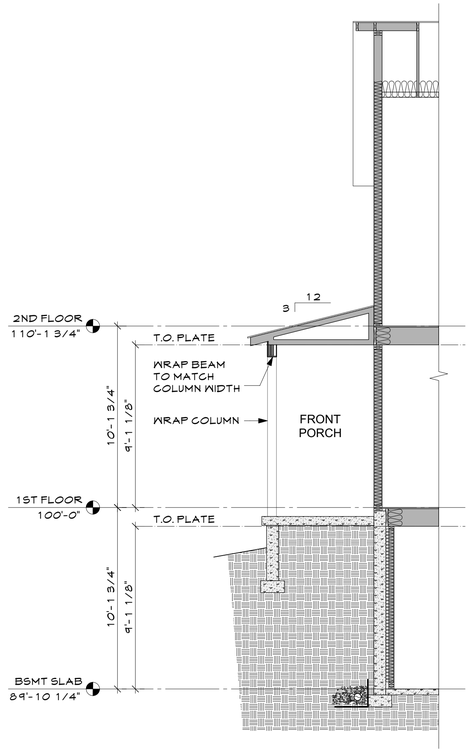
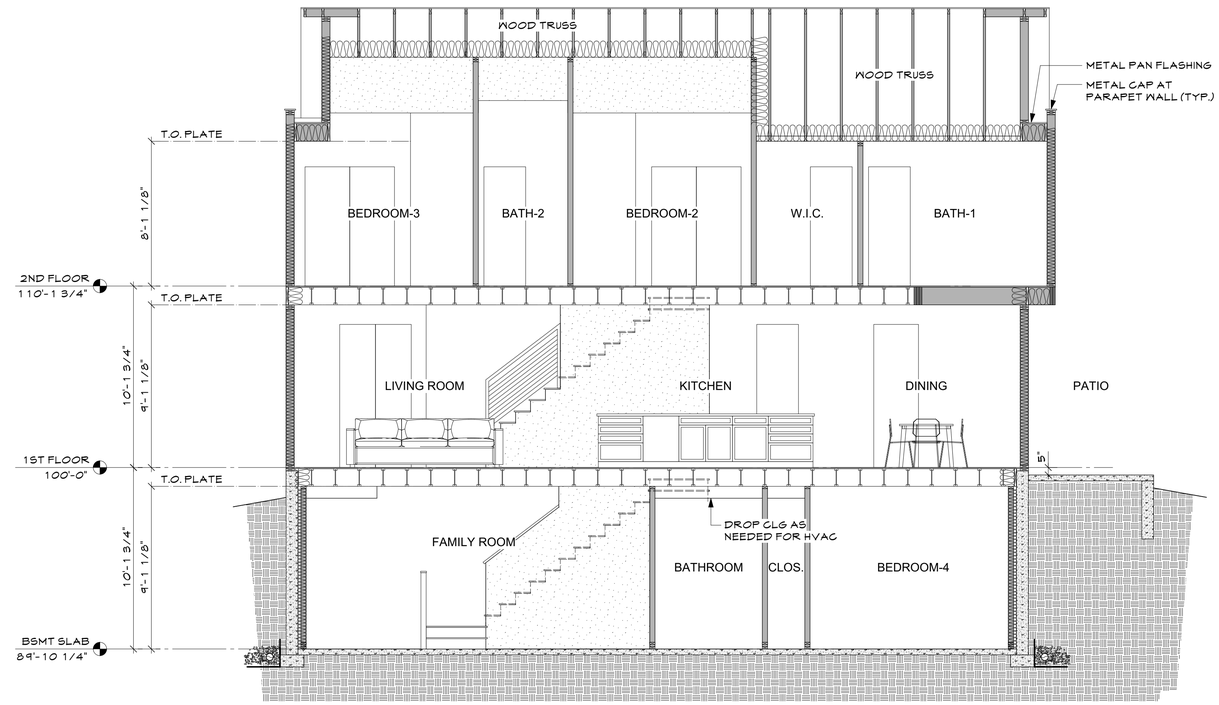
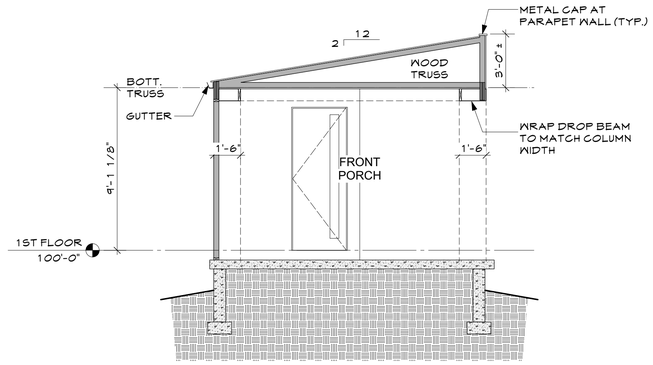


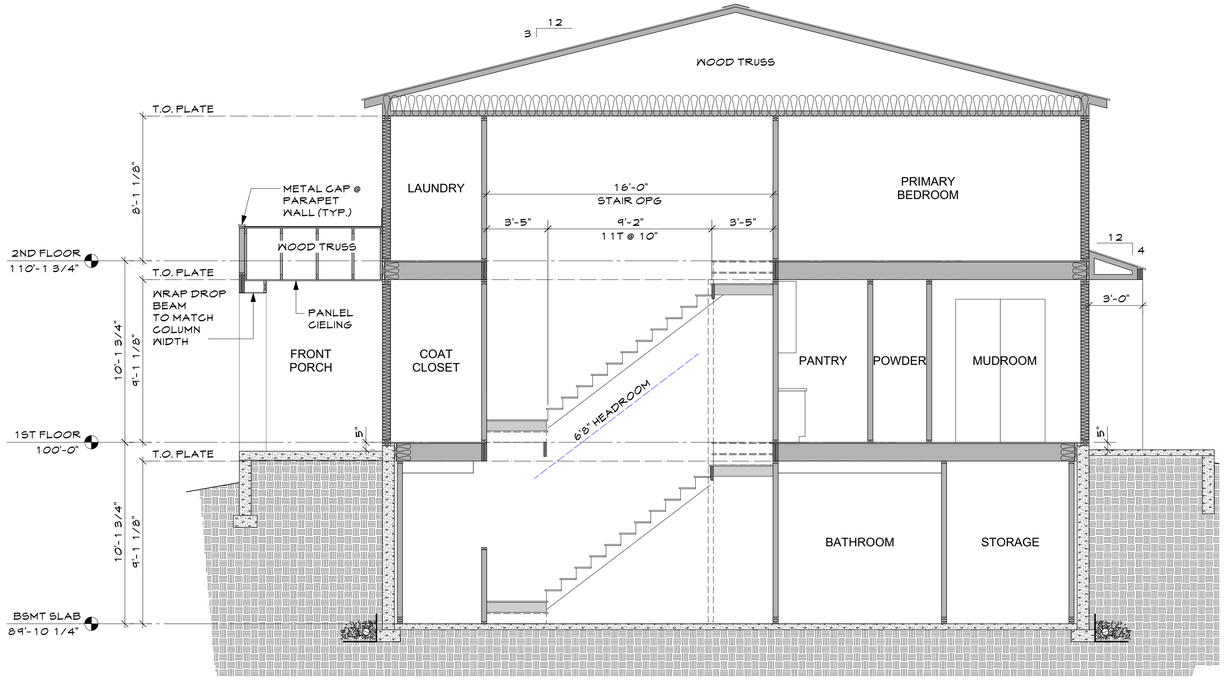
4 A3.1 FRONT PORCH SECTION
1/4"=1'-0"



1 A3.1 LONGITUDINAL SECTION
1/4"=1'-0"



3 A3.1 FRONT PORCH SECTION
1/4"=1'-0"



2 A3.1 LONGITUDINAL SECTION
1/4"=1'-0"

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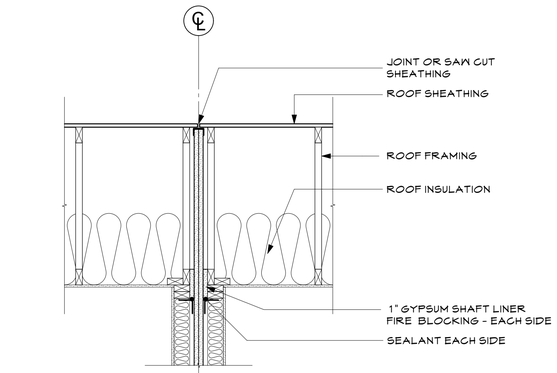
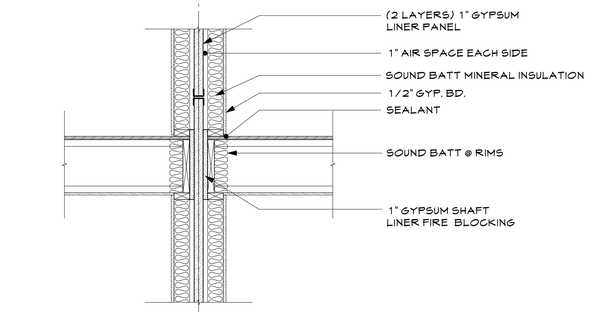
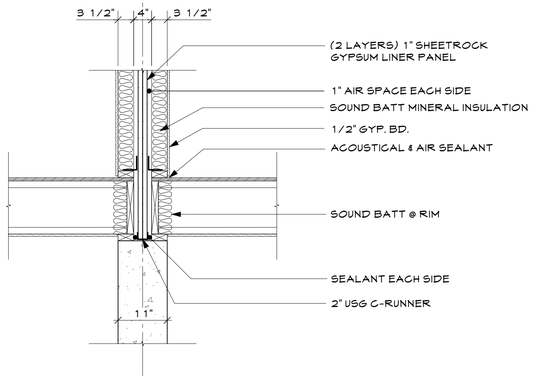
A3.1



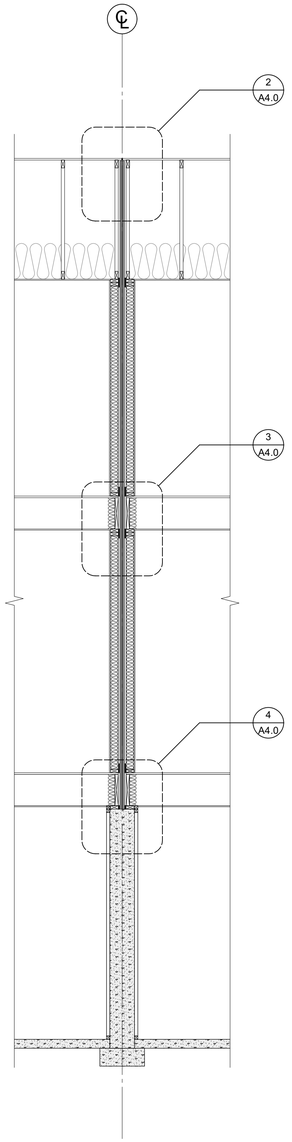
2 A4.0 PARTY WALL @ ALIGNED ROOF
3/4"= 1'-0"



3 A4.0 PARTY WALL @ INTERMEDIATE FLOORS
3/4"= 1'-0"



4 A4.0 PARTY WALL @ FOUNDATION
3/4"= 1'-0"

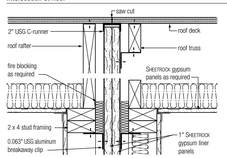


1 A4.0 PARTY WALL SECTION
3/8"= 1'-0"

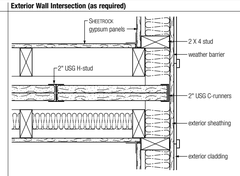
2-HR FIRE RATED PARTY WALL SYSTEM

Basic Interfaces

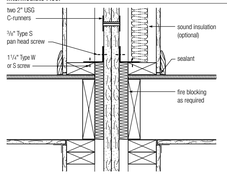
Intersection at Roof



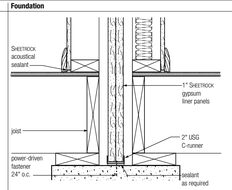
Exterior Wall Intersection (as required)



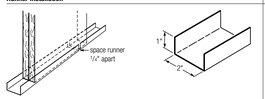
Intermediate Floor



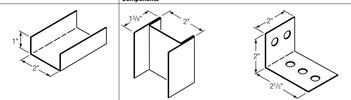
Foundation



Runner Installation



Components



All details, specifications and data contained in this literature are intended as a general guide. These products must not be used in a design or construction of any given structure without complete and detailed evaluation by a qualified structural engineer or architect to verify suitability of a particular product for use in the structure.

2-Hour Fire-rated Construction	Non-load-bearing		Acoustical Performance			Reference	
Construction Detail	Description	Test Number	STC			ARL	Index
3½"	• 1" SHEETROCK gypsum liner panels • 2" USG H-studs 24" o.c. – minimum 3/4" air space both sides separating liner panels from adjacent construction	UL Des U336				SA925	1
11½"	Separation wall (non-load-bearing) • 1" SHEETROCK gypsum liner panels • 2" USG H-studs 24" o.c. Protected wall (bearing or non-load-bearing) of wood or steel studs each side min 3/4" from liner panels • 1/2" SHEETROCK gypsum panels	UL Des U336	48	RAL-TL-88-353		SA925	2
			54	RAL-TL-88-348	Based on 2" mineral wool batt on one side		
			57	RAL-TL-88-351	Based on 2x4s and 3" mineral wool batt per side		
			58	RAL-TL-88-347	Based on 2x4s and 2" mineral wool batt on both sides		
			60	RAL-TL-88-350	Based on 2x4s and 3" mineral wool batt on both sides		

1- HOUR FIRE WALL ASSEMBLY

GA FILE NO. WP 8105 | **GENERIC** | **1 HOUR FIRE**

GYPSUM WALLBOARD, GYPSUM SHEATHING, WOOD STUDS

EXTERIOR SIDE: One layer 48" wide ⅝" type X gypsum sheathing applied parallel to 2 x 4 wood studs 24" o.c. with 1¾" galvanized roofing nails 4" o.c. at vertical joints and 7" o.c. at intermediate studs and top and bottom plates. Joints of gypsum sheathing may be left untreated. Exterior cladding to be attached through sheathing to studs.

INTERIOR SIDE: One layer ⅝" type X gypsum wallboard, water-resistant gypsum backing board, or gypsum veneer base applied parallel or at right angles to studs with 6d coated nails, 1⅞" long, 0.0915" shank, ¼" heads, 7" o.c. **(LOAD-BEARING)**

Thickness: Varies
Approx. Weight: 7 psf
Fire Test: See WP 3510 (UL R3501-47, -48, 9-17-65, UL Design U309; UL R1319-129, 7-22-70, UL Design U314)

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303. 665. 6668

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ERIE JUNCTION- LOT 22-23

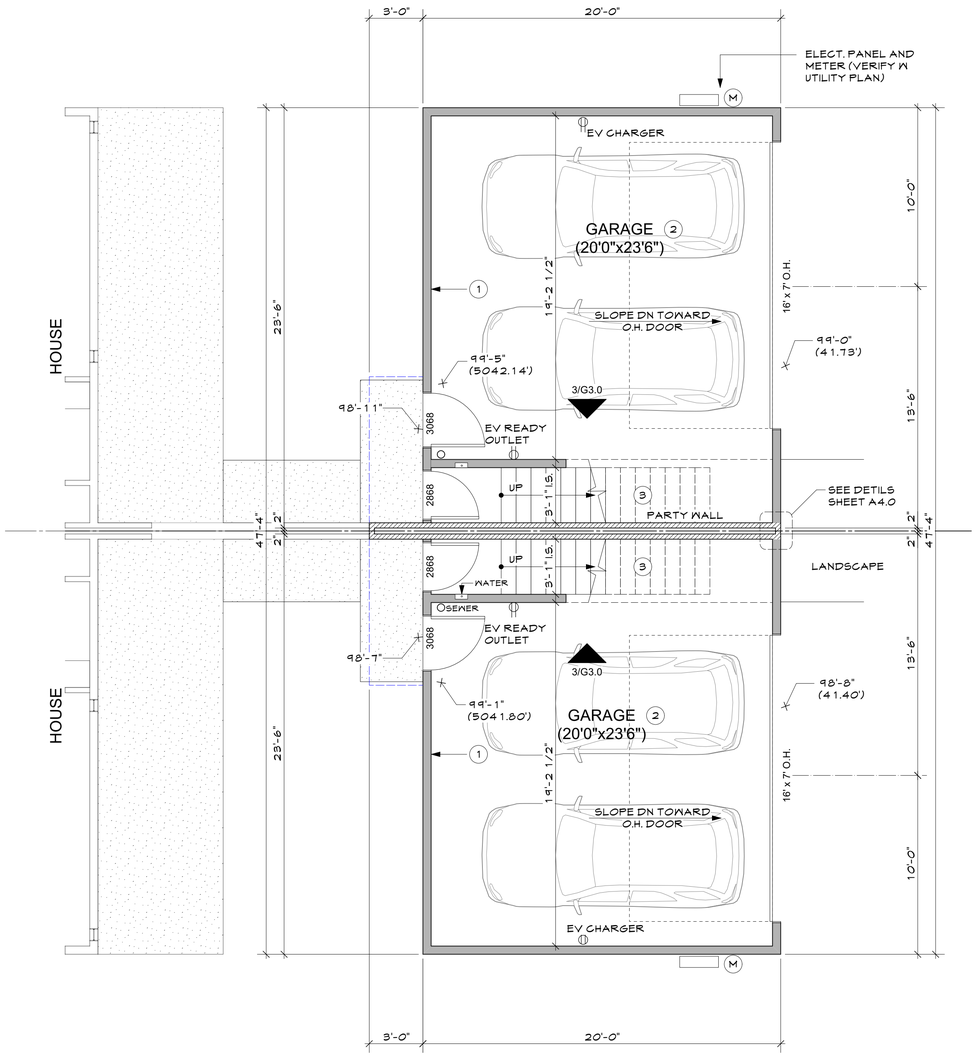
LOT 22 & 23, ERIE JUNCTION
SECTION 18, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M. TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO

Issue:

Date	Comments	Init.
11/7/24	Permit	PS

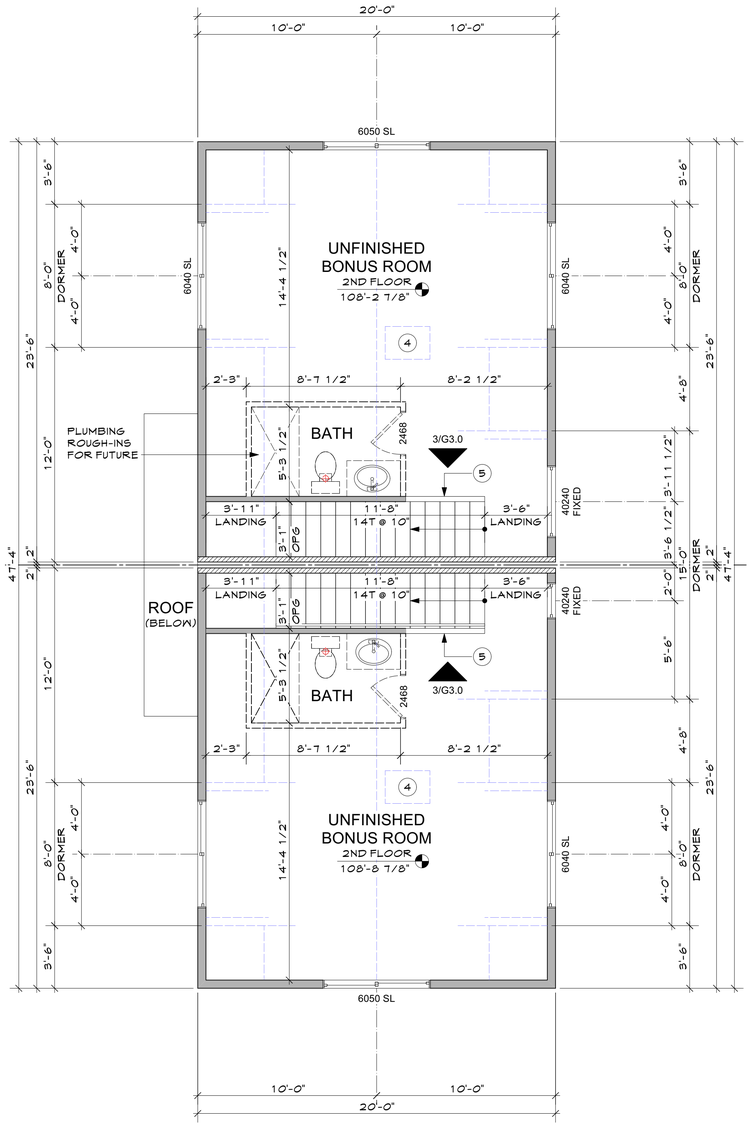
Sheet Title
Party Wall Detail

Sheet No.
A4.0



GARAGE PLAN

1/4"=1'-0"



BONUS ROOM PLAN

1/4"=1'-0"

LEGEND:

- CONCRETE FOUNDATION WALL
- FUTURE WALL
- NEW 2X STUD WALL
- S/CO INDICATES COMBINATION SMOKE AND CARBON MONOXIDE ALARM
- S INDICATES SMOKE ALARM
- T INDICATES TEMPERED GLAZING WINDOWS (ALL GLAZING IN ALL DOORS TO BE TEMPERED)
- E EXHUST FAN
- 3068 WINDOWS & DOORS ARE NOTED IN FEET-INCHES (3068 INDICATES 3'-0" x 6'-8")

COORDINATION NOTES

WINDOWS AND DOORS
REFER TO WINDOW AN DOOR SCHEDULE FOR ROUGH OPENING SIZES

CABINETS AND COUNTER TOPS
SEE CABINET AND COUNTERTOP SHOP DRAWINGS. COORDINATE WITH APPLIANCES

ROOM FINISHES
SEE ROOM FINISH SCHEDULE BY OTHERS

PLUMBING FIXTURES
SEE FIXTURE SCHEDULE BY OTHERS

ELECTRICAL LIGHTING
SEE FIXTURE SCHEDULE AND SWITCH LOCATIONS BY OTHERS

KEY NOTES (#)

1 1/2" GYP BOARD AT GARAGE WALLS (ONLY WHEN UPPER FLOOR IS FINISHED-FUTURE)
2 5/8" TYP GYP ON GARAGE CEILING (ONLY WHEN UPPER FLOOR IS FINISHED- FUTURE)
3 FURR DOWN UNDER STAIRS FOR R-30 INSULATION. PROVIDE 5/8" TYP "X" GYP BD UNDER STAIRS
4 ATTIC ACCESS 30"X22" MIN.
5 GUARDRAIL MINIMUM 36" ABOVE FINISHED FLOOR

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Issue:

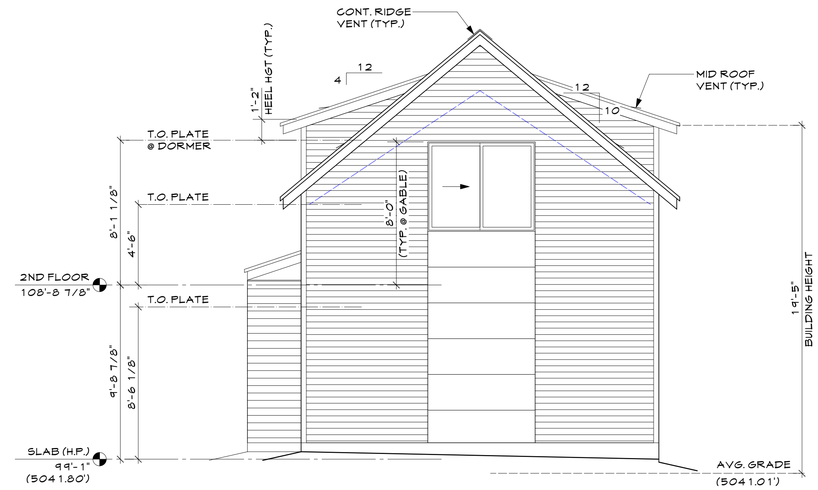
Date	Comments	Init.
11/7/24	Permit	PS

Sheet Title
Garage Floor Plan

Sheet No.
G1.0

WEST ELEVATION

1/4"=1'-0"

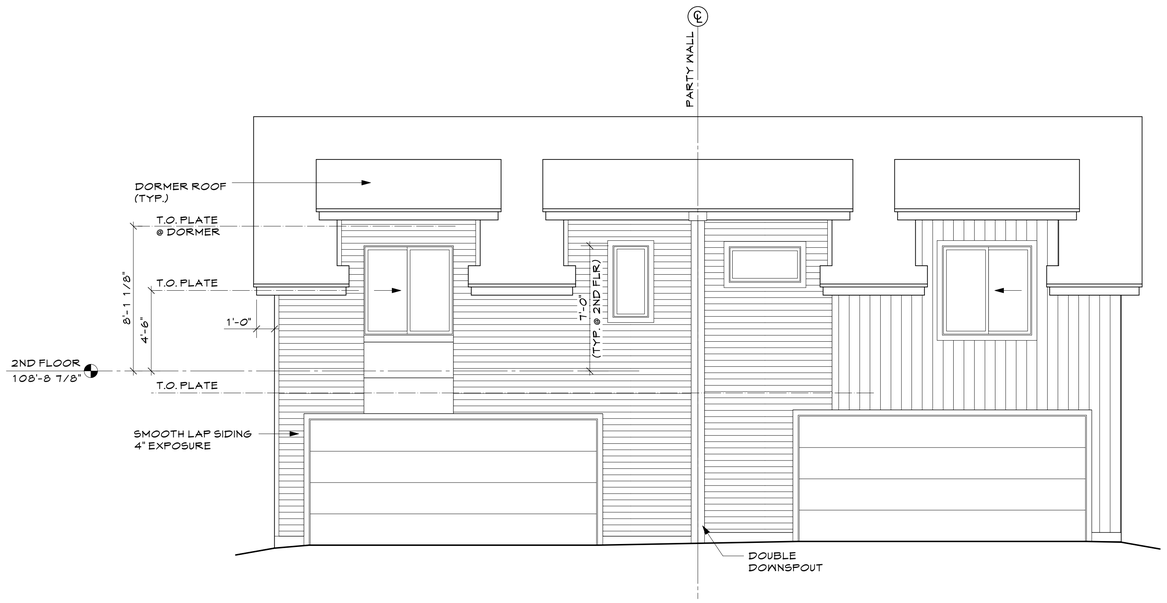


SOUTH ELEVATION

1/4"=1'-0"

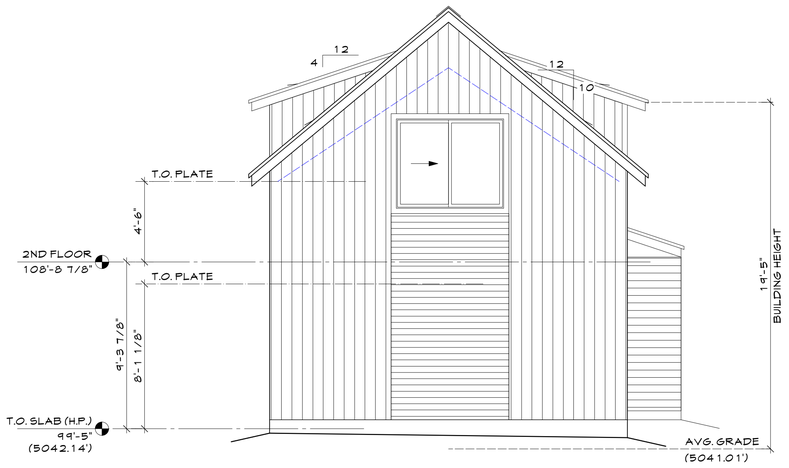
EXTERIAL MATERIALS

EAVES:	SMOOTH LP SMART SIDE
SIDING:	SMOOTH LP SMART SIDE
WINDOWS:	ANDERSEN 100 SERIES, BLACK/BLACK
ROOFING:	GLASS A FIRE RATING- SEE ROOF PLAN



EAST ELEVATION

1/4"=1'-0"



NORTH ELEVATION

1/4"=1'-0"

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Issue:

Date	Comments	Init.
11/7/24	Permit	PS

Sheet Title

Garage Elevation

Sheet No.

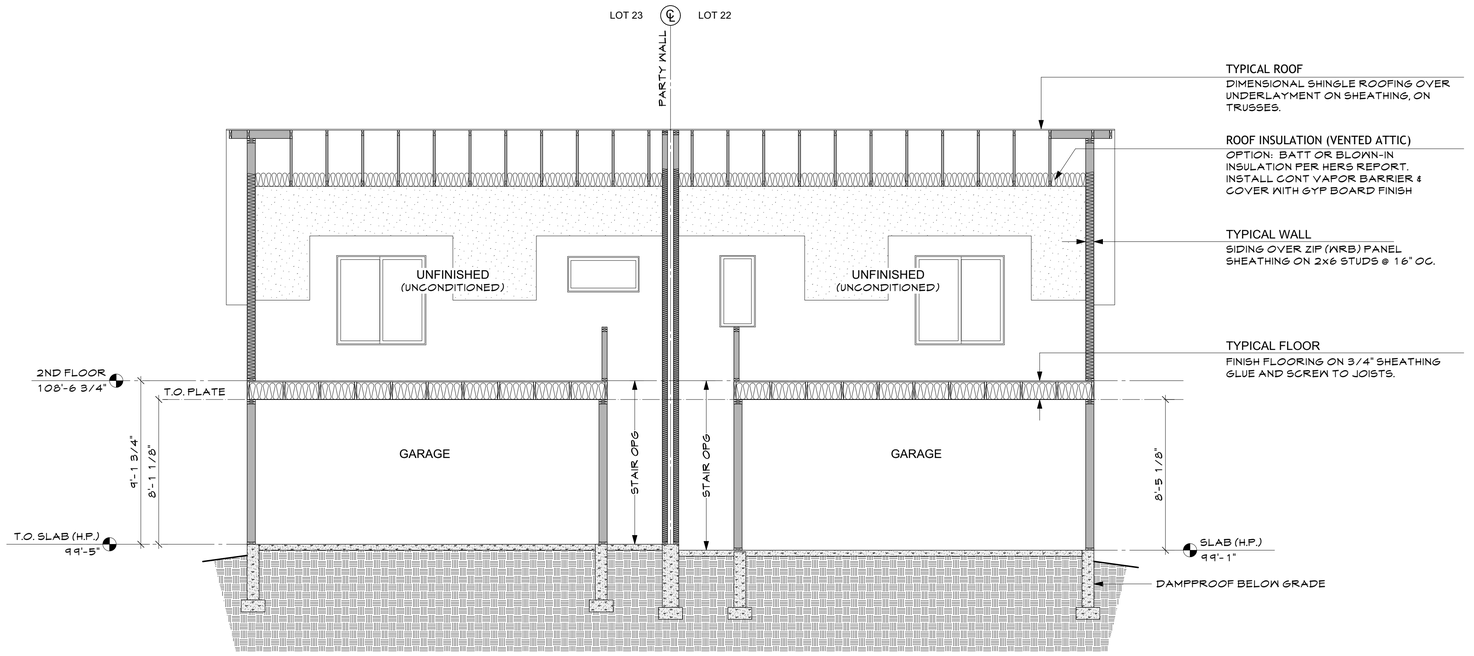
G2.0

STAIR & GUARDRAIL NOTES

VERIFY ALL FLOOR TO FLOOR HEIGHTS AND HEADROOM CLEARANCES.

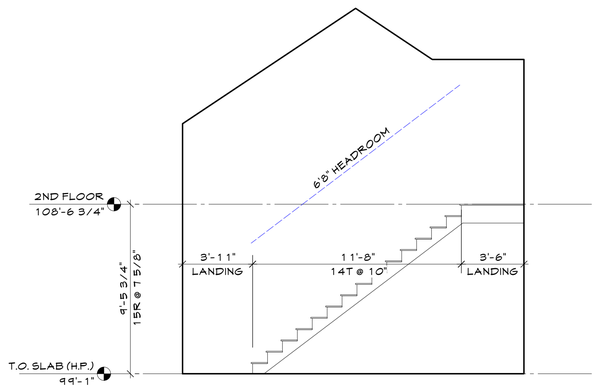
STAIR REQUIREMENTS
- TREADS AND RISERS - AS SPECIFIED ON DRAWINGS (MAXIMUM RISER 7 3/4", MINIMUM TREAD 10" UNLESS NOTED OTHERWISE). MAXIMUM DEVIATION 3/8".
- MINIMUM HEADROOM 6'-8" ABOVE NOSING.
- PROVIDE CONTINUOUS HANDRAIL FROM TOP TO BOTTOM RISER ONE SIDE OF STAIRWAY.
- HANDRAILS TO BE 34" TO 38" ABOVE STAIR NOSING.

GUARD RAILS
-GUARDRAILS TO BE INSTALLED 36" ABOVE FINISHED FLOOR
-OPENINGS TO BE LESS THAN 4"

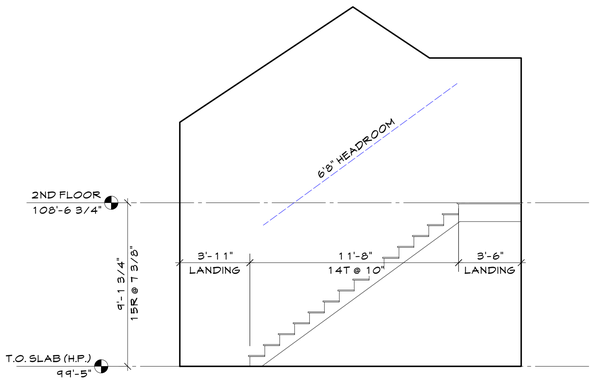


1 G3.0 GARAGE LONGITUDINAL SECTION
1/4"=1'-0"

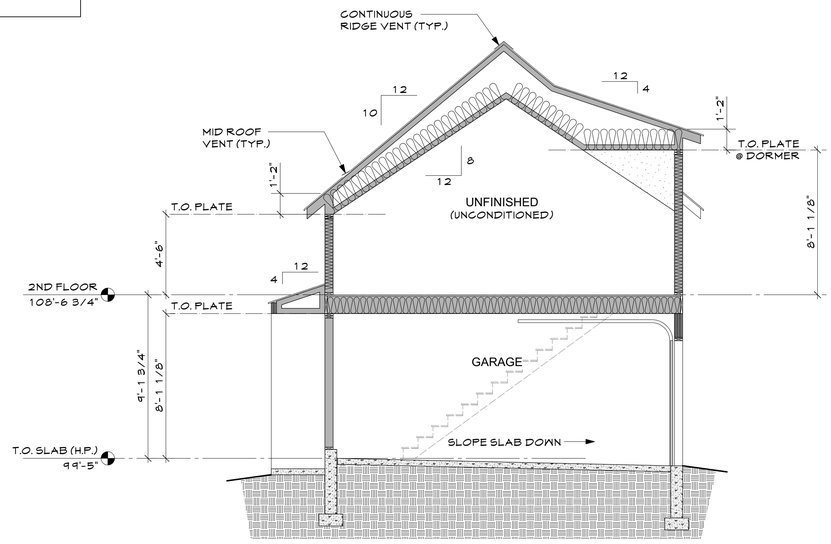
NOTE:
2ND LEVEL IS UNFINISHED AND UNCONDITIONED INSULATUION AND FINISHES SHOWN FOR FUTURE FINISHED CONDITIONED SPACE. (NIC) REQUIRES SEPERATE PERMIT



3 G3.0 LOT 22 GARAGE STAIR SECTION
1/4"=1'-0"



3 G3.0 LOT 23 GARAGE STAIR SECTION
1/4"=1'-0"



2 G3.0 GARAGE CROSS SECTION
1/4"=1'-0"

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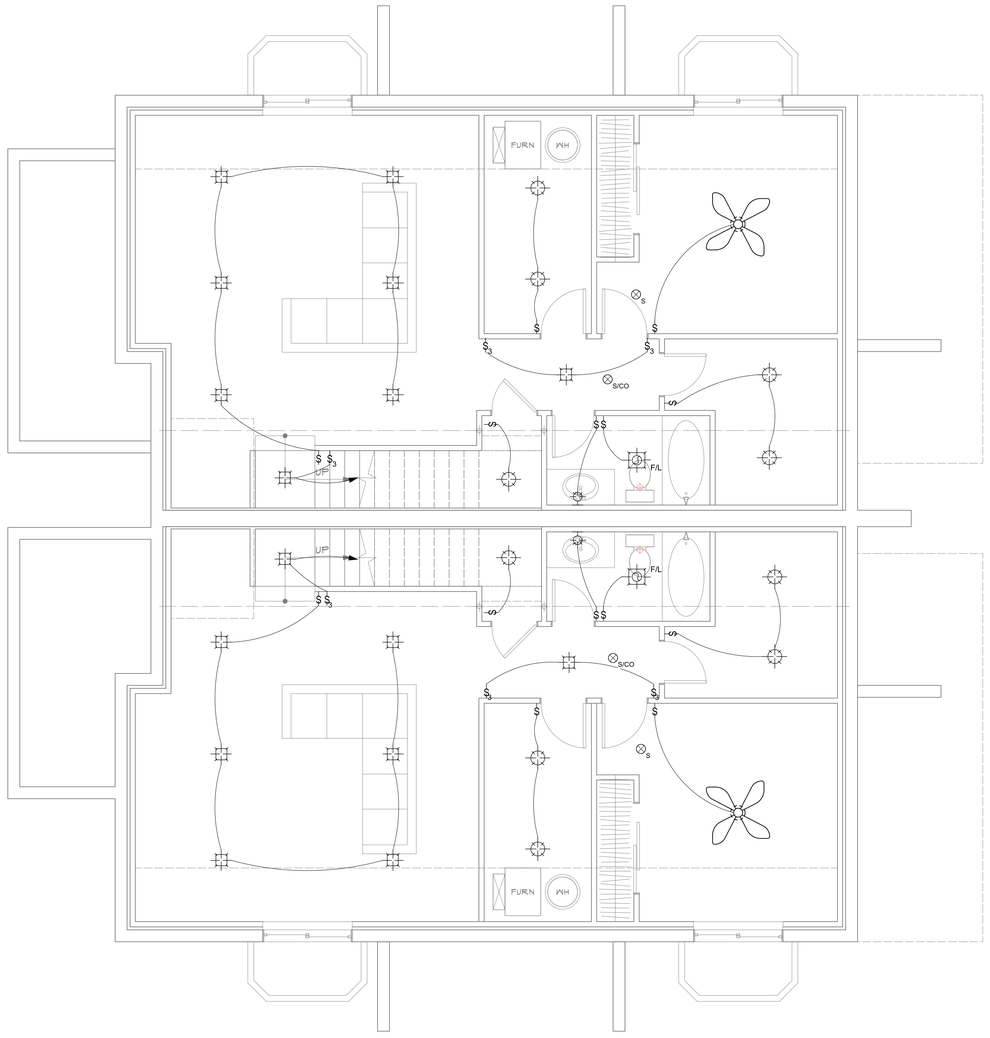
Issue:

Date	Comments	Init.
11/7/24	Permit	PS

Sheet Title
Garage Section

Sheet No.
G3.0



BASEMENT LIGHTING PLAN

1/4"=1'-0"

N

LEGEND

- WALL MOUNT-
- CEILING MOUNT-
- RECESSED FIXTURE IN CEILING-
- PENDANT LIGHT
- F/L — EXHAUST FAN/LIGHT
- FAN — EXHAUST FAN
- CEILING FAN/LIGHT
- $ — SWITCH (MOUNT @ 48" CENTER A.F.F.)
- $3 — SWITCH- THREE WAY (MOUNT @ 48" CENTER A.F.F.)
- $4 — SWITCH- FOUR WAY (MOUNT @ 48" CENTER A.F.F.)
- S/CO — CARBON MONOXIDE (HARD WIRED)
- SD — SMOKE DETECTOR (HARD WIRE & INTERCONNECT)
- OUTLET
- WP — WATER PROOF OUTLET
- FL — FLOOR OUTLET
- SOFFIT LIGHT
- CAT V/CABLE
- UNDER CABINET LIGHTING
- TREAD LIGHTING

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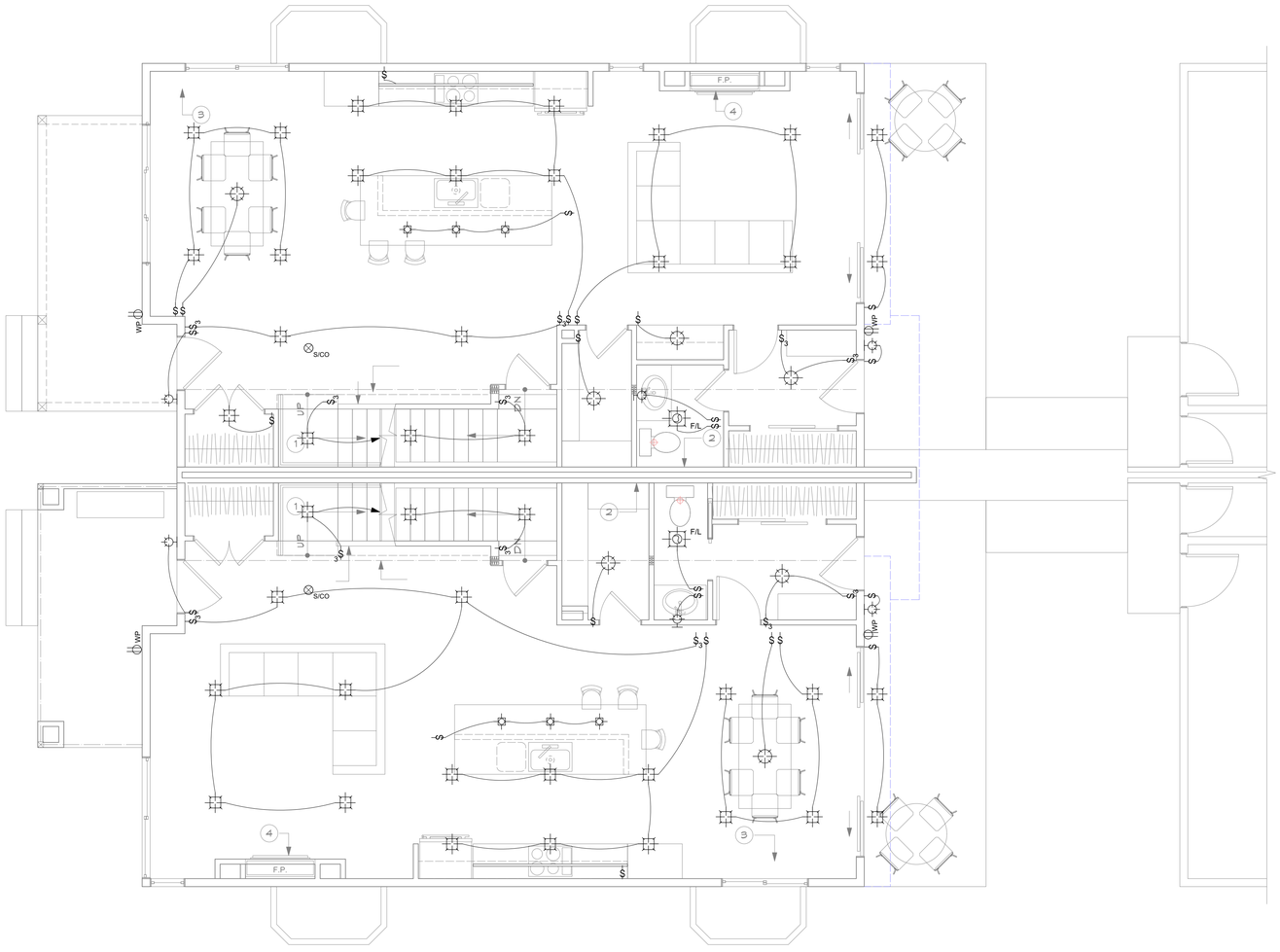
Issue:

Date	Comments	Init.
11/7/24	Permit	PS

Sheet Title
Basement Lighting Plan

Sheet No.
E1.0



LEGEND

- WALL MOUNT-
- CEILING MOUNT-
- REGESSED FIXTURE IN CEILING-
- PENDANT LIGHT
- F/L — EXHAUST FAN/LIGHT
- FAN — EXHAUST FAN
- CEILING FAN/LIGHT
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- S/CO — CARBON MONOXIDE (HARD WIRED)
- SD — SMOKE DETECTOR (HARD WIRE & INTERCONNECT)
- OUTLET
- WP — WATER PROOF OUTLET
- FL — FLOOR OUTLET
- SOFFIT LIGHT
- CAT V/CABLE
- UNDER CABINET LIGHTING
- TREAD LIGHTING

MAIN FLOOR LIGHTING PLAN
1/4"=1'-0"

N

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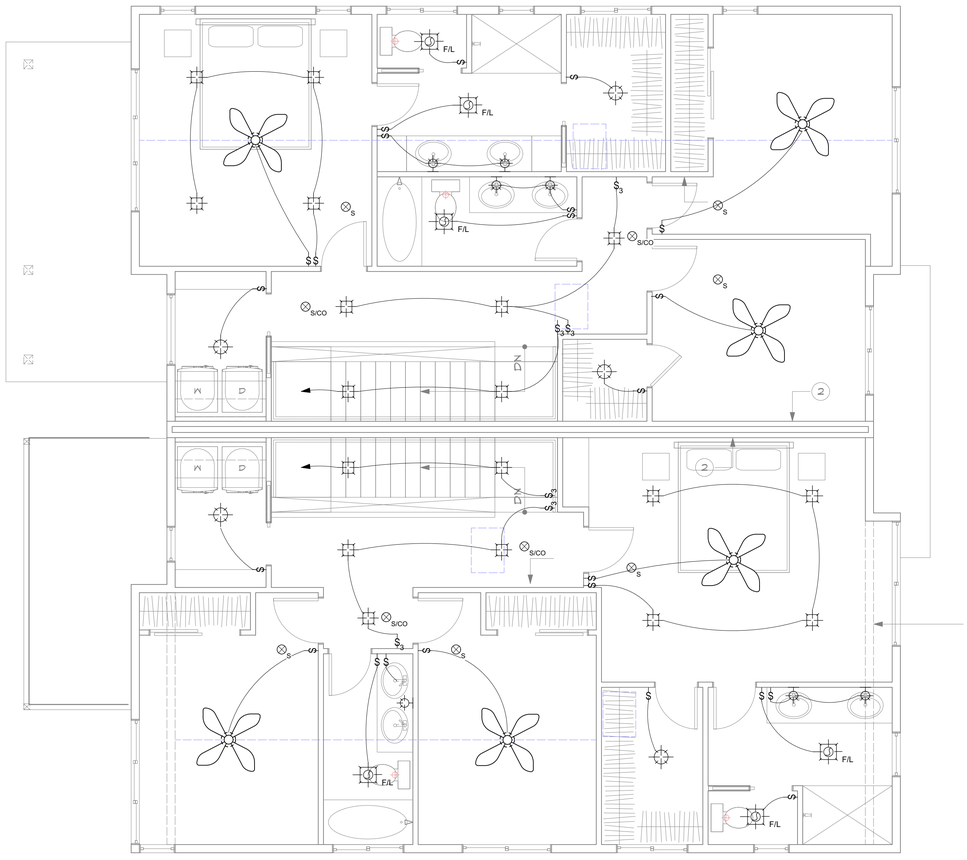
Issue:

Date	Comments	Init.
11/7/24	Permit	PS

Sheet Title
Main Floor Lighting Plan

Sheet No.
E1.1


F/L
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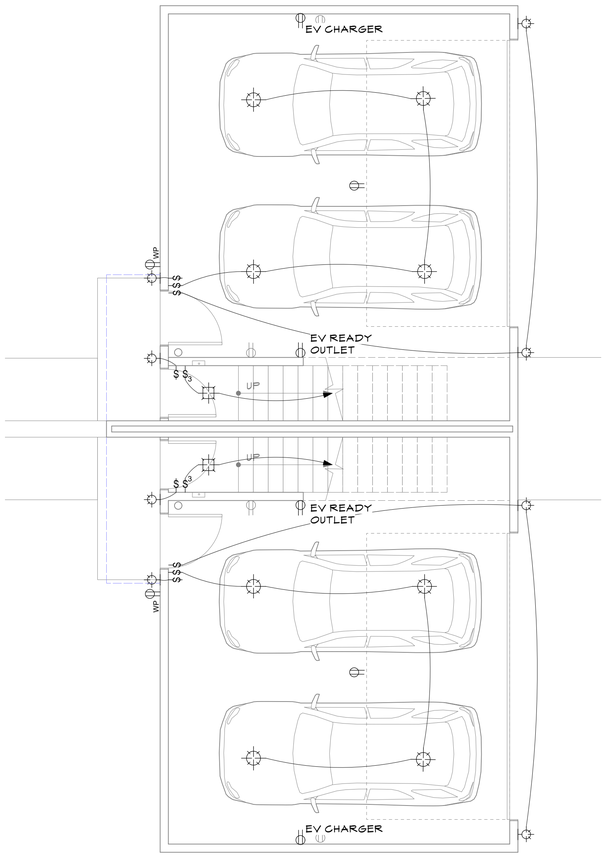
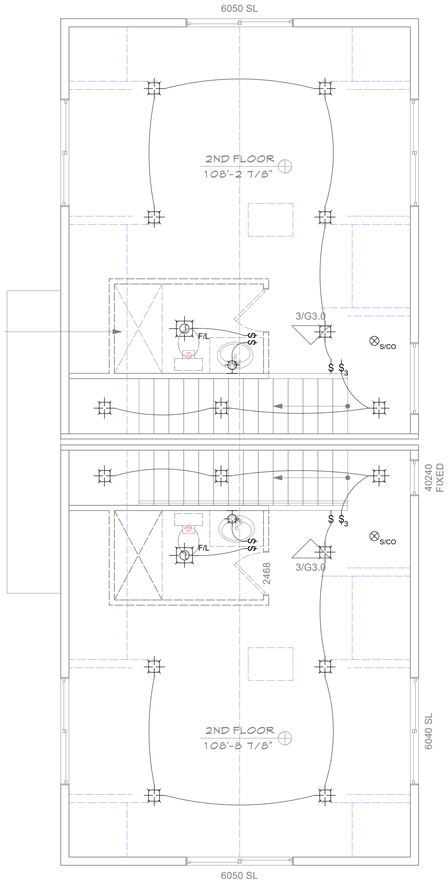


FIRST FLOOR GARAGE LIGHTING PLAN

1/4"=1'-0"

N



SECOND FLOOR GARAGE LIGHTING PLAN

1/4"=1'-0"

N

LEGEND

- WALL MOUNT-
- CEILING MOUNT-
- RECESSED FIXTURE IN CEILING-
- PENDANT LIGHT
- F/L — EXHAUST FAN/LIGHT
- FAN — EXHAUST FAN
- CEILING FAN/LIGHT
- $ — SWITCH (MOUNT @ 48" CENTER A.F.F.)
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Issue:

Date	Comments	Init.
11/7/24	Permit	PS

Sheet Title

Garage Lighting Plan

Sheet No.

E1.3

Project Reviews
Town of Erie

Project Number: SRU2025-00005

Description: **Erie Junction Special Review Use for duplex uses in OTR**

Applied: **12/23/2025**
Approved:
Closed:
Expired:

Site Address: **432 MULLIGAN ST**
City, State Zip Code: **ERIE, CO 80516**

Status: **PAID ONLINE**
Parent Project:

Applicant: **Diverge Homes LLC**
Owner: **Diverge Homes LLC**
Contractor: **Diverge Homes LLC**

Details:

Hold per CL until SP submitted etc.

LIST OF REVIEWS

SENT DATE	RETURNED DATE	DUE DATE	TYPE	CONTACT	STATUS	REMARKS
Review Group: 1ST SUBMITTAL						
2/27/2026	3/13/2026	4/9/2026	BUILDING REVIEW	Joel Champagne	COMPLETE NO COMMENTS	DRT on 4/2
Notes:						
2/27/2026	4/13/2026	4/9/2026	DNS REVIEW	Shane Greenburg	COMPLETE NO COMMENTS	DRT on 4/2
Notes:						
2/27/2026		4/9/2026	ECONOMIC DEVELOPMENT REVIEW	ECONOMIC DEVELOPMENT BUCKET		DRT on 4/2
Notes:						
2/27/2026	4/2/2026	4/9/2026	ENGINEERING REVIEW	Nicole Johnson	COMPLETE NO COMMENTS	No comments
Notes:						
2/27/2026	4/9/2026	4/9/2026	ENVIRONMENTAL REVIEW	Ben Kellond	COMPLETE NO COMMENTS	DRT on 4/2
Notes:						
2/27/2026	3/19/2026	4/9/2026	GIS REVIEW	Ryley Gross	COMPLETE NO COMMENTS	Addressing has already been approved, no changes.
Notes:						

2/27/2026	4/10/2026	4/10/2026	OUTSIDE AGENCY REVIEW	Chris LaRue	COMPLETE NO COMMENTS	DRT on 4/2
Notes:						
2/27/2026	4/10/2026	4/10/2026	PLANNING REVIEW	Chris LaRue	COMPLETE NO COMMENTS	DRT on 4/2
Notes:						
2/27/2026	4/7/2026	4/9/2026	STORMWATER REVIEW	Misty Hall	COMPLETE NO COMMENTS	DRT on 4/2
Notes:						
2/27/2026	4/6/2026	4/9/2026	STRATEGIC REVIEW	Josh Campbell	COMPLETE WITH COMMENTS	DRT on 4/2
Notes: See attachment "Strategic DRT Memo SRU26-00005" for comments.						
2/27/2026		4/9/2026	SUSTAINABILITY REVIEW	Eryka Thorley		DRT on 4/2
Notes:						
Review Group: AUTO						
12/23/2025	12/26/2025	12/26/2025	ENGINEER ASSIGNMENT	Chad Schroeder	COMPLETE NO COMMENTS	Chad Schroeder
Notes:						
12/23/2025	2/27/2026	12/26/2025	PLANNER ASSIGNMENT	Chris LaRue		
Notes:						
12/23/2025	3/4/2026	1/2/2026	ENGINEERING COMPLETENESS REVIEW	Chad Schroeder	COMPLETE NO COMMENTS	
Notes: r						
12/23/2025		1/2/2026	PLANNING COMPLETENESS REVIEW	Chris LaRue		
Notes:						

Erie Junction SRU for Duplex Uses – Special Review Use

Strategic Planning Division

To: Diverge Homes LLC
From: Josh Campbell, Senior Strategic Planner
Date: April 6, 2026
Re: SRU2026-00005 Erie Junction SRU for Duplex Uses – Special Review Use

Strategic Planning Comments

The Strategic Planning Division, as part of the Planning & Development Department, has reviewed the application for the Erie Junction SRU for Duplex Uses – Special Review Use for conformance with the 2024 Comprehensive Plan and the Town's commitment to increasing its livability, connectivity, and sustainability.

Land Use Conformance

Staff find that the rezoning application conforms with the Future Land Use Map designation of Residential – Medium in the 2024 Comprehensive Plan.

Policy Conformance

The Strategic Planning Division finds that the application conforms with multiple goals and policies within the 2024 Comprehensive Plan, especially the following policies:

1. **C.5.1:** Ensure that new development meets Comprehensive Plan vision, priorities, and resources management.
    a) Developing duplexes will help contribute to the need for more diverse housing typologies and affordability within the community.
2. **H.1.1:** Locate higher density housing and mixed use development in areas that are currently served or will be served by bus transit and neighborhood centers.
    b. This more dense development serves the neighborhood center of Historic Old Town but also close proximity of Erie Town Center.

Policy Recommendations

In response to the 2024 Comprehensive Plan goals, staff make the following recommendations:

1. Staff recommend the consideration of policy **C.1.6** to ensure that the development provides unique but compatible character to the surrounding neighborhood.
2. Staff recommend the consideration of policy **C2.1** to ensure that the development is in alignment with the goals of the Historic Old Town neighborhood. Historic Old Town is an area of Special Consideration.
3. Staff recommend the consideration of policy **C.3.2** to ensure that the development is of high quality and accessible to current and future residents.
4. Staff recommend the alignment with policy **C.3.5** of the Comprehensive Plan as County Line Road is seen as a corridor of special consideration.

The review process is a cumulative process and dependent on various criteria. We reserve the right to provide further comment(s) and request additional information. Please contact me at

(720) 955-2566 or jcampbell@erieco.gov for further clarification. Staff would be happy to schedule a virtual meeting to discuss the comments and answer any questions.

Sincerely,

Josh Campbell | Senior Strategic Planner
Planning & Development

Town of Erie
645 Holbrook Street | P.O. Box 750 | Erie, CO 80516
Phone: 720-955-2566
www.erieco.gov | Facebook | Twitter | LinkedIn

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NEIGHBORHOOD MEETING NOTICE

PURPOSE: A neighborhood meeting to update the community on the Erie Junction project status and the expected start date of construction in Summer 2026.

DATE: Thursday, April 16th, 2026

TIME: 6:30 p.m. to 7:30 p.m.

PLACE: VIRTUAL MEETING

GO TO: https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting
Meeting ID: 258 013 681 622 74
Passcode: iv2eL3Nx

APPLICATION TYPE: Special Review Use

PROJECT LOCATION: Northeast corner of County Line Rd (WCR1) and Balcolm St.

PROJECT DESCRIPTION:

Hello Everyone, I am excited to let you know that we are finally going to begin construction on the Erie Junction project! The Final Plat approved in 2023 allows for one triplex and ten duplex lots, which is a total of 23 homes. The roads and infrastructure are complete and were accepted by the Town in Fall 2025. Construction of homes is set to begin in June 2026. Building style is proposed as transitional modern, created in-line with the character and design of the surrounding neighborhood. We will have the building plans available on screen during the call. It has been quite the journey working with the Town administration and we are eager to get started.

CONTACT INFORMATION:

For additional information or to comment prior to the meeting, please contact me at:

Nick Jacobs
Diverge Homes
603 S. Public Rd., Unit 765 Lafayette, CO 80026
Nick.jacobs@divergehomes.com

Sincerely,

Nick Jacobs

A public copy of the application materials is available for viewing in the Community Development office of Town Hall at 645 Holbrook Street, Erie, CO; phone 303-926-2770

TOWN OF ERIE
AFFIDAVIT OF NEIGHBORHOOD MEETING NOTICE POSTING

ERIE JUNCTION - SRU 2025 00005

(PROJECT NAME & APPLICATION TYPE)

BALCOLM ST

COUNTY LINE RD

(Under each photo identify where the posting location is: example –Erie Parkway/County Line Road)

I, (*INSERT NAME OF PERSON THAT POSTED NOTICE*), ATTEST THAT NOTICE WAS POSTED IN ACCORDANCE WITH THE ERIE MUNICIPAL CODE, TITLE 10.7.2 D. NOTICE WAS POSTED ON FOR **MARCH 17TH, 2026** THE NEIGHBORHOOD MEETING ON **APRIL 16TH, 2026** WHICH IS AT LEAST 15 DAYS BEFORE THE SCHEDULED NEIGHBORHOOD MEETING. THE PHOTOS, ABOVE, ARE A TRUE AND CORRECT REPRESENTATION OF THE NEIGHBORHOOD MEETING NOTICE SIGNS THAT HAVE BEEN POSTED.

(SIGNATURE OF PERSON THAT POSTED NOTICE)

STATE OF COLORADO)
) ss.
COUNTY OF Boulder)

ACKNOWLEDGED BEFORE ME THIS 20th DAY OF April, 2026
BY Catherine Colbeck AS Notary Public.

CATHERINE JEAN COLBECK
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234028224
MY COMMISSION EXPIRES 07/26/2027

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES: 07-26-2027

DIVERGE

Erie Junction Neighborhood Meeting

Held on: April 16,2025
Time: 6:30PM to 7:30PM

Attendees:

1) Nick Jacobs – President, Diverge Homes
2) Mark Merline – Director of Operations, Diverge Homes
3) Ruth Seloover – Neighbor, 684 Moffat
4) Mardell Chelon – Neighbor, 454 High St.
5) Paul C. & Christalynn – Neighbor, 415 Main St.
6) Teresa & Mark Buttler – Neighbor, 424 Main St.

Summary of Discussion Topics

Nick Jacobs described purpose of the meeting, which is allow for the construction of an attached garage in addition to detached garage. The point in doing so is to have the flexibility to let the market decide and to offer the most flexible options for us given the extremely difficult housing market in the Town.

Nick Jacobs described frustration with Town of Erie and why this meeting and subsequent hearing was required. He said that the Plat of the development is not changing. The roads and infrastructure originally designed for the property is installed with no intent of changing. We aren't asking to change anything from our approved Plat. No changes to the number of units. No changes to the type of units.

Nick Jacobs said that they are going to build duplexes that match the Code for the Town with no intent of seeking changes on architecture requirements. They simply want the ability to build different types of garages – attached and detached – to offer the most flexibility of cost in the market.

Nick Jacobs shared on screen samples of the site plan and elevations for the two different types of duplexes.

Nick Jacobs asked the attendees if they had any questions for him.

Ruth Seloover asked about the existing fence along the north boundary line of the Erie Junction Plat which currently is owned and maintained by each of the homeowners on their respective property. She asked if Diverge Homes would replace all the fencing with new.

Nick Jacobs said that there was no intention of replacing the fence except as needed for the two duplexes which will share the north boundary line.

Ruth Seloover asked about the 2 ft border between the backyard fence of her home on Main St. and the newly constructed concrete alley that Diverge installed as part of the Development Agreement for the Plat. Mark Butler also commented on the same issue.

Nick Jacobs said that the Town construction guideline did not allow concrete to extend beyond the ROW up to their fences. Nick Jacobs said that each homeowner will need to maintain that area.

Mark Butler asked about sequencing of the build plan, in what order did we plan to build the units.

Nick Jacobs said that they are going to build from east to west. The first two buildings will be the northeast corner duplex and the duplex directly across the street from it. Nick Jacobs showed on screen the Plat and overall site plan of the development and then showed on screen which two buildings he was referring to. Nick Jacobs said that the Triplex would likely be built last, after the units facing County Line road.

Nick Jacobs said that the homes on County Line road were originally proposed with one-car garages but need the ability to design them with two-car garages or no garage at all.

Nick Jacobs commented that the Town's approval of the affordable housing project just north of Erie Junction has had a tremendously negative impact on the value and perception of Erie Junction. Potential buyers Mr. Jacobs has spoken to no longer view Erie Junction as a higher-end development, they view it as a low-cost project similar to the affordable housing project which is in the same proximity to Old Town. Combining the affordable housing project with the massive development of homes from publicly-traded production builders, Toll Brothers and KB Homes, has had a tremendous impact to depress the value of houses in and around Erie. Mr. Jacobs commented that this effect could cause the Erie Junction project to go bankrupt and never get done because the Town will not afford us the same the density, construction methods, water rights, or other factors that they give to the affordable housing and large-scale production builders.

Mr. Jacobs then explained the other cost increases imposed by the Town for sprinklers. Mr. Jacobs then shared on screen the quoted cost from sprinkler suppliers. Nick Jacobs and Mark Merline then described the fact that the permit to start construction will cost $178,000 per building due to the Town's inability to support water services for the new homeowners.

Mark Butler asked about the construction timeline for a building.

Nick Jacobs said it would take approximately 11 months per building with the dustiest portion happening in the first month of each building due to the excavation and foundation work.

Ruth Seloover asked when we expected to break ground on the first building. Mardell Chelon seconded the request.

Nick Jacobs said that they expected to start construction in late Summer.

Mardell Chelon commented that this development, no matter what gets built, will be much better than the eyesore of a concrete plant that was there. She stated that the dust from that plant was a terrible nuisance, killed trees, and that it was horrible.

Nick Jacobs asked if there were any more questions. None were asked.

Nick Jacobs then stated that he and Mark Merline would be their points of contact throughout the entire construction process. He asked them to reach out to either of us at any time. He said that construction can be a nuisance for parking, noise, and dust and that sometimes the workers make mistakes. He asked them to contact them with any concerns.

The meeting ended approximately 40 minutes after it began.

accountno	Accttype	SITUS
R5784986	Residential	165 LAWLEY DR ERIE
R5784886	Residential	175 LAWLEY DR ERIE
R5783886	Residential	140 LAWLEY DR ERIE
R5765886	Residential	634 MOFFAT ST ERIE
R5783586	Residential	170 LAWLEY DR ERIE
R5766886	Residential	364 MAIN ST ERIE
R5752786	Residential	515 MAIN ST ERIE
R5783186	Residential	110 LAWLEY DR ERIE
R8946801	Residential	665 MOFFAT ST ERIE
R5751886	Residential	504 MAIN ST ERIE
R5751686	Residential	635 MOFFAT ST ERIE
R5766386	Residential	424 MAIN ST ERIE
R5765486	Residential	694 MOFFAT ST ERIE
R5765386	Residential	475 MAIN ST ERIE
R5767986	Residential	300 HIGH ST ERIE
R5766086	Residential	484 MAIN ST ERIE
R5753986	Residential	575 MOFFAT ST ERIE
R5764586	Residential	415 MAIN ST ERIE
R5785186	Residential	380 LAWLEY DR ERIE
R5783486	Residential	160 LAWLEY DR ERIE
R5784286	Residential	135 LAWLEY DR ERIE
R8946802	Residential	655 MOFFAT ST ERIE
R0184488	Residential	454 HIGH ST ERIE
R5753086	Residential	515 MOFFAT ST ERIE
R5747186	Vacant Land	
R5747486	Exempt	
R0180590	Exempt	
R0184588	Residential	514 MOFFAT ST ERIE
R5785386	Residential	360 LAWLEY DR ERIE
R5767686	Residential	330 HIGH ST ERIE
R5767786	Residential	320 HIGH ST ERIE
R5783086	Residential	100 LAWLEY DR ERIE
R5767386	Residential	355 MAIN ST ERIE
R8965174	Residential	524 HIGH ST ERIE
R5765786	Residential	654 MOFFAT ST ERIE
R5784386	Residential	155 LAWLEY DR ERIE
R5765286	Residential	455 MAIN ST ERIE
R5766986	Residential	348 MAIN ST ERIE
R5751386	Residential	685 MOFFAT ST ERIE
R8946800	Residential	?
R5752986	Residential	535 MOFFAT ST ERIE
R5784586	Residential	205 LAWLEY DR ERIE
R8960731	Residential	514 BALCOLM ST ERIE

R5784086	Residential	115 LAWLEY DR ERIE
R5783986	Residential	105 LAWLEY DR ERIE
R5767186	Residential	375 MAIN ST ERIE
R5765586	Residential	674 MOFFAT ST ERIE
R5765686	Residential	664 MOFFAT ST ERIE
R5785286	Residential	370 LAWLEY DR ERIE
R5764686	Residential	405 MAIN ST ERIE
R5753886	Residential	585 MOFFAT ST ERIE
R5766186	Residential	464 MAIN ST ERIE
R5752386	Residential	695 MOFFAT ST ERIE
R5767886	Residential	310 HIGH ST ERIE
R5764986	Residential	444 HIGH ST ERIE
R5785086	Residential	390 LAWLEY DR ERIE
R5751986	Residential	514 MAIN ST ERIE
R4192906	Residential	545 MAIN ST ERIE
R5784186	Residential	125 LAWLEY DR ERIE
R5766686	Residential	404 MAIN ST ERIE
R8960730	Residential	340 HIGH ST ERIE
R8960730	Residential	340 HIGH ST ERIE
R5767286	Residential	365 MAIN ST ERIE
R5766786	Residential	374 MAIN ST ERIE
R5751786	Residential	625 MOFFAT ST ERIE
R5747286	Vacant Land	
R0089888	Residential	485 MAIN ST ERIE
R5764886	Residential	424 HIGH ST ERIE
R5784486	Residential	145 LAWLEY DR ERIE
R5784686	Residential	195 LAWLEY DR ERIE
R5783386	Residential	150 LAWLEY DR ERIE
R8975335	Residential	342 MAIN ST ERIE
R5746586	Residential	345 MAIN ST ERIE
R0089988	Residential	544 MOFFAT ST ERIE
R5766586	Residential	688 MOFFAT ST ERIE
R5751186	Exempt	635 WELLS ST ERIE
R5766486	Residential	684 MOFFAT ST ERIE
R5752286	Residential	544 MAIN ST ERIE
R5765986	Residential	624 MOFFAT ST ERIE
R5785486	Residential	350 LAWLEY DR ERIE
R5764486	Residential	435 MAIN ST ERIE
R5783286	Residential	120 LAWLEY DR ERIE
R5783786	Residential	130 LAWLEY DR ERIE
R5764786	Residential	404 HIGH ST ERIE
R5784786	Residential	185 LAWLEY DR ERIE

ownername1	mailaddress1	mailaddress2
165 LAWLEY DRIVE LLC	165 LAWLEY DR	
455 S 43RD STREET LLC	C/O SHARON SANTA	8969 LITTLE RAVEN T
ABEYTA CARMEN	PO BOX 225	
ACEVEDO ARMANDO	2995 S BRYANT ST	
ANDREWS ALEX & ANDREWS DIANA	PO BOX 92	
ARNESON FAMILY TRUST	PO BOX 287	
BAACK REBECCA A & EWING CORI BAACK & FREESTONE HEIDI	PO BOX 1331	
BERGER ATHENA & CLIFTON ALEC	110 LAWLEY DR	
BERMAN RICHARD A	7342 WINDSOR DR	
BLANCH DOMINIC J	PO BOX 1154	
BRIARS JAMES D	PO BOX 411	
BUTLER MARC A & BUTLER TERESA M	PO BOX 784	
BUTTS KENNETH F & BUTTS NANCY J	694 MOFFAT ST	
CARTER HARLEY D	PO BOX 1325	
CASTRO JESS & CASTRO TERESA E	PO BOX 12	
CHAMPION DARREN	484 MAIN ST	
CONE TARA & MOHORNE ERIK E	PO BOX 882	
CROSSON PAUL R & CHRYSTALYNN	PO BOX 248	
CULLISON JOSH	PO BOX 895	
DICKINSON GREGORY A & DICKINSON GWENDOLYN B	160 LAWLEY DR	PO BOX 1134
DITLOW ROBERT L & DITLOW MARY F	PO BOX 1235	
DOW GERI-ELLEN & DOW STEPHEN	PO BOX 351	
DURAN FAMILY TRUST	PO BOX 892	
EARL BARBARA A	PO BOX 1002	
ERIE TOWN OF	PO BOX 750	
ERIE TOWN OF	PO BOX 9	
ERIE TOWN OF	PO BOX 9	
FARINEAU RAMONA THERESE	PO BOX 766	
FERGUSON ANDREA J	PO BOX 854	
FOBARE CHARLES F & FOBARE SANDRA J	PO BOX 654	
FULTON STEVEN M & FULTON ROBYN L	PO BOX 288	
GEILING LINDA KAY	PO BOX 1411	
GEITHMAN WILLIAM A & GEITHMAN DONNA K	PO BOX 191	
GHUMM JOHN W JR	PO BOX 423	
GILL CHRISTINE & COLON JASON	654 MOFFAT ST	
HARRIS EDDIE LEE & HARRIS HANNELORE	PO BOX 588	
HART BRYANT E	PO BOX 1214	
HERNANDEZ MARIA GUADALUPE	PO BOX 701	
HERREL PAMELA HELTON	49 E TILDEN DR	
HULL NATHAN	386 PAINTED HORSE WAY	
IHLE MEGAN E	535 MOFFAT ST	
JOHNSTON LAKRISHA E & JOHNSTON DANIEL W	245 ASPEN MEADOWS RD	
JOYCE LOIS A	PO BOX 585	

KIPPLE JOSHUA & KIPPLE CASEY	115 LAWLEY DR
KORBE RICHARD ALLEN	PO BOX 923
KRIDEL KATHY	630 CORONADO PL
LANGERAK DEBRA & LANGERAK STEPHEN	PO BOX 87
LANGERAK STEPHEN R & LANGERAK DEBRA JO	PO BOX 87
LARINGTON ANGELA & LARINGTON MICHAEL	PO BOX 130
LEWIS JEAN A & POYEZDALA TODD	PO BOX 1221
LOUIS KATHERINE O	PO BOX 363
LOUIS KATHERINE O	PO BOX 363
LOUIS KATHERINE ODONNELL	PO BOX 363
MACKENZIE MALCOLM & MACKENZIE JULI BETH	PO BOX 4
MADISON BRUCE	PO BOX 1251
MATTERN JOHN WILLIAM & MATTERN DEBRA MARIE	PO BOX 446
MILLER THOMAS DALE & MILLER KELLY ANN	PO BOX 342
MILLICENT E HAMPTON REVOCABLE LIVING TRUST	545 MAIN ST
MONTANO RAY	125 LAWLEY DR
MURPHY JOHN R & MURPHY ROSE P	1381 WASHBURN ST
NAVE GREGORY A	PO BOX 835
NAVE KYLIE J	
NAVE KYLIE JANE & STORK CATHERINE JANE & GOULANDRIS KATHI	PO BOX 835
NEAVE NADIA	833 DAWN AVE
ODOM JARED KARSTEN & DANYA SUE	PO BOX 451
OLD TOWN LIVING LLC	458 DISTEL DR
ORMSBEE MYA ROSE & ORMSBEE KRISTIN J	485 MAIN ST
PETTRONE CHAD A & PETTRONE BRITTANY E	PO BOX 1361
QUESADA HENRY P & QUESADA ELAINE J	PO BOX 251
QUICK KIMBERLY	195 LAWLEY DR
ROCKTON 150 LAWLEY LLC	PO BOX 1111
ROCKTON 342 MAIN LLC	2801 N 111TH ST
ROSARIO DOMINIQUE A & ROSARIO THURLOW CAREY S	345 MAIN ST
ROSENBERG DAVID	109 W CLEVELAND ST
SANTI MANUEL A & SANTI DEBRA J	688 MOFFAT ST
SCHOOL DIST No. RE1-J	395 S PRATT PKWY
SELOOVER JACK LEE & SELOOVER RUTH E	684 MOFFAT
SINKULE BRICE & SINKULE JANESSA	544 MAIN ST
SOMSKY TONI & NEIBERGER ANGELA S	PO BOX 104
TATRO JENNIFER	350 LAWLEY DR
THEISEN DAVID K & THEISEN TRINA L	435 MAIN ST
WAGENER DAVE V & WAGENER MONICA C	PO BOX 1452
WAGENER ROBERT A & RAUDABAUGH KENDRA S	PO BOX 1211
WENDZEL DAN J & WENDZEL JIMA S	PO BOX 253
WETZBARGER ANDREW	185 LAWLEY DR

mailcity	mailstate	New Zip3	Comments
ERIE	CO	80516-5004	Return to Sender Not Deliverable
NIWOT	CO	80503-7185	
ERIE	CO	80516-0225	
DENVER	CO	80236-2820	
ERIE	CO	80516-0092	
ERIE	CO	80516-0287	
ERIE	CO	80516-1331	
ERIE	CO	80516-5007	
BOULDER	CO	80301-3718	Return to Sender Not Deliverable
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ERIE	CO	80516-0784	
ERIE	CO	80516-8402	
ERIE	CO	80516-1325	
ERIE	CO	80516-0012	
ERIE	CO	80516-8700	
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ERIE	CO	80516-0895	
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ERIE	CO	80516-0098	
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ERIE	CO	80516-0854	
ERIE	CO	80516-0654	
ERIE	CO	80516-0288	
ERIE	CO	80516-1411	
ERIE	CO	80516-0191	
ERIE	CO	80516-0423	
ERIE	CO	80516-8402	
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ERIE	CO	80516-1214	
ERIE	CO	80516-0701	
BROWNSBURG	IN	46112-1660	
ERIE	CO	80516-2663	
ERIE	CO	80516-5003	
NEDERLAND	CO	80466-9634	
ERIE	CO	80516-0585	

ERIE	CO	80516-7043	
ERIE	CO	80516-0923	
LONGMONT	CO	80504-2319	
ERIE	CO	80516-0087	
ERIE	CO	80516-0087	
ERIE	CO	80516-0130	
ERIE	CO	80516-1221	
ERIE	CO	80516-0363	
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ERIE	CO	80516-0004	
ERIE	CO	80516-1251	
ERIE	CO	80516-0446	
ERIE	CO	80516-0342	
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ERIE	CO	80516-7043	
ERIE	CO	80516-6985	
ERIE	CO	80516-0835	
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ERIE	CO	80516-0835	
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ERIE	CO	80516-0451	
LOS ALTOS	CA	94022-1715	
ERIE	CO	80516-5000	
ERIE	CO	80516-1361	
ERIE	CO	80516-0251	
ERIE	CO	80516-5004	
ERIE	CO	80516-1111	
ERIE	CO	80516-3003	
ERIE	CO	80516-5005	
LAFAYETTE	CO	80026-1621	
ERIE	CO	80516-8402	
LONGMONT	CO	80501-6436	
ERIE	CO	80516-8402	
ERIE	CO	80516-5055	
ERIE	CO	80516-0104	
ERIE	CO	80516-5051	
ERIE	CO	80516-5000	
ERIE	CO	80516-1452	
ERIE	CO	80516-1211	
ERIE	CO	80516-0253	
ERIE	CO	80516-5004	

NOTICE OF PUBLIC HEARING
TOWN COUNCIL
TOWN OF ERIE

Notice is hereby given that on Tuesday, June 23, 2026, at 6:30 PM, or as soon as possible thereafter at the Erie Town Hall Council Chambers, 645 Holbrook Street, Erie, CO 80516, a PUBLIC HEARING will be held upon the application made by Erie Junction LLC, 603 S. Public Road, Unit 765, Lafayette, CO 80026 for the purpose of considering a Special Review Use Land Use Application pursuant to the Codes of the Town of Erie and applicable State Statutes. The intent of the Special Review Use is to propose ten duplex buildings – a total of twenty dwelling units.

The affected property is located: Northeast corner of County Line Road and Balcolm Street

The legal description of the property is: Southwest Quarter of Section 18, Township 1 North, Range 68 West of the 6th P.M., Town of Erie, County of Weld, State of Colorado

The application is on file with the Town of Erie.

Interested and affected parties are encouraged to attend. The Town Council will be taking comments prior to making a determination or taking any action on this matter.

Debbie Stamp
Town Clerk

FOR QUESTIONS OR COMMENTS, CONTACT
TOWN OF ERIE
PLANNING & DEVELOPMENT DEPARTMENT
P.O. BOX 750
ERIE, COLORADO 80516
PHONE: (303) 926-2770
FAX: (303) 926-2706

Please publish in the Colorado Hometown Weekly on Wednesday, June 3, 2026.
Please send the affidavit of publication and billing to:

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

Planning & Development Department

TOWN OF ERIE PUBLIC HEARING NOTICE

4/29/2026

The Town of Erie Planning & Development Department has scheduled the following item for consideration:

Applicant/Developer: Diverge Homes LLC

Project Description: Erie Junction Special Review Use 2025-00005

Legal Description: Erie Junction Final Plat – A parcel of land, located in the southwest quarter of Section 18, Township 1 North, Range 68 West of the 6th P.M., Town of Erie County of Weld, State of Colorado

Location: The intersection of County Line Road & Balcolm Street heading east toward Main Street.

(Public Hearing information on back of page)

TOWN OF ERIE
1874

Planning & Development Department

Planner: Chris LaRue, Senior Planner (clarue@erie.gov)

Board or Commission: Town Council

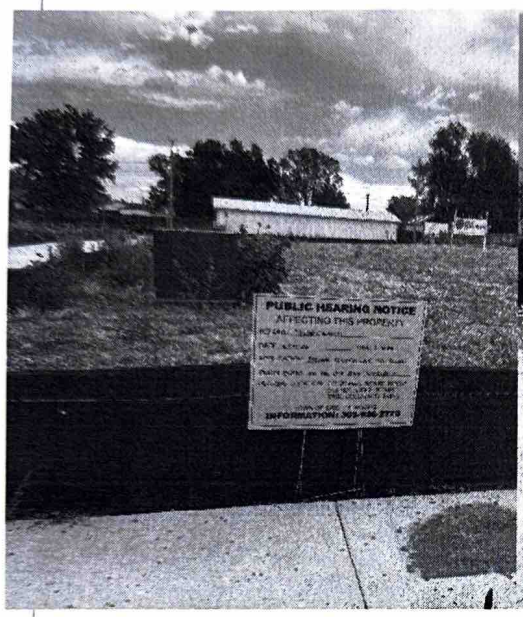
Hearing For: Erie Junction Special Review Use 2025-00005
Date of Hearing: Tuesday, June 23, 2026
Time: 6:30 PM
Place: Planning Commission meetings will be held in person in the Town Hall Council Chambers, 645 Holbrook Street (first floor, northwest entrance) **UNLESS** otherwise noted in the **Town Calendar on the Town's website**. You can access the Town Calendar by going to the Town's website, www.erieco.gov and scrolling to the bottom of the page to "Events & Meetings". Select the "Planning Commission Meeting" in the box or click "View All" for more information, dates, and access to the meeting agenda. Please note: Public Comment can be given both in person and via Zoom (please see the Town Calendar at www.erieco.gov for Zoom information).

This letter is your notice of the above referenced hearing(s). We are sending you this notice as required by Erie Municipal Code Title X, Chapter 7.2.F.4.a. or as a referral agency of the Town. Copies of the application and support material for this project are on file and available for public inspection. Applicant materials are typically posted to the Town of Erie Agenda Center, online at https://erie.legistar.com, the Friday before the public hearing date. Public comment is welcome during public hearings; or, you may send email comments to Planner Chris Larue at clarue@erie.gov; or, written comments to Town of Erie - Planning, P.O. Box 750, Erie, CO 80516-0750. **If you have any questions, please call Planning at 303-926-2770.**

TOWN OF ERIE
AFFIDAVIT OF NOTICE POSTING

ERIE JUNCTION – SRU 2025-00005

(PROJECT NAME & APPLICATION TYPE)



BALCOLM ST

COUNTY LINE RD

(Under each photo identify where the posting location is: example –Erie Parkway/County Line Road)

I, (*INSERT NAME OF PERSON THAT POSTED NOTICE*), ATTEST THAT NOTICE WAS POSTED IN ACCORDANCE WITH THE ERIE MUNICIPAL CODE, TITLE 10.7.2 D. NOTICE WAS POSTED ON **JUNE 1, 2026** FOR THE TOWN COUNCIL HEARING TO BE HELD ON **JUNE 23, 2026** WHICH IS AT LEAST 15 DAYS BEFORE THE SCHEDULED MEETING. THE PHOTOS, ABOVE, ARE A TRUE AND CORRECT REPRESENTATION OF THE NOTICE SIGNS THAT HAVE BEEN POSTED.

6/8/2026

(SIGNATURE OF PERSON THAT POSTED NOTICE)

STATE OF COLORADO)
) ss.
COUNTY OF Routt)

ACKNOWLEDGED BEFORE ME THIS 8th DAY OF June, 2026
BY Nick Jacobs AS Applicant/Representative

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

KENDRA RAE RIGONI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134043639
MY COMMISSION EXPIRES 07/26/2029

MY COMMISSION EXPIRES: 7/26/29

TOWN OF ERIE

AFFIDAVIT OF MAILING - PUBLIC HEARING NOTICE

I, Nick Jacobs, as the applicant/representative for the Erie Junction SRU 2025-00005 (*project name & application type*), hereby attest that on this 30th day of May, 20 26, a true and correct copy of the Town of Erie Public Hearing Notice for the public hearing with the Town Council (*Planning Commission or Board of Trustees*) scheduled for June 23 (*public hearing date*), marked as Exhibit "A" attached hereto and by reference incorporate herein, was mailed to those referenced in Exhibit "B" in accordance with the requirements of the Unified Development Code of the Town of Erie.

I further attest that the addresses shown in Exhibit "B" are true and correct addresses as determined from the records of the associated County Property Portal Records Search and that said Notices were placed in the United States Mail with the appropriate postage affixed thereon.

Applicant/Representative's Signature

6/8/2026
Date

STATE OF COLORADO)
) ss.
COUNTY OF Routt)

ACKNOWLEDGED BEFORE ME THIS 8th DAY OF June, 20 26 BY Nick Jacobs AS Applicant/Representative

WITNESS MY HAND AND OFFICIAL SEAL:

KENDRA RAE RIGONI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134043639
MY COMMISSION EXPIRES 07/26/2029

NOTARY PUBLIC

MY COMMISSION EXPIRES: 7/26/29

#	accountno	SITUS	ownername1	mailaddress1	mailaddress2	mailcity	mailstate	New Zip3	Comments
1	R5784986	165 LAWLEY DR ERIE	165 LAWLEY DRIVE LLC	165 LAWLEY DR		ERIE	CO	80516-5004	Return to Sender Not Deliverable
2	R5784886	175 LAWLEY DR ERIE	455 S 43RD STREET LLC	C/O SHARON SANTA	8969 LITTLE RAVEN T	NIWOT	CO	80503-7185	
3	R5783886	140 LAWLEY DR ERIE	ABEYTA CARMEN	PO BOX 225		ERIE	CO	80516-0225	
4	R5765886	634 MOFFAT ST ERIE	ACEVEDO ARMANDO	2995 S BRYANT ST		DENVER	CO	80236-2820	
5	R5783586	170 LAWLEY DR ERIE	ANDREWS ALEX & ANDREWS DIANA	PO BOX 92		ERIE	CO	80516-0092	
6	R5766886	364 MAIN ST ERIE	ARNESON FAMILY TRUST	PO BOX 287		ERIE	CO	80516-0287	
7	R5752786	515 MAIN ST ERIE	BAACK REBECCA A & EWING CORI BAACK & FREESTONE HEIDI	PO BOX 1331		ERIE	CO	80516-1331	
8	R5783186	110 LAWLEY DR ERIE	BERGER ATHENA & CLIFTON ALEC	110 LAWLEY DR		ERIE	CO	80516-5007	
9	R8946801	665 MOFFAT ST ERIE	BERMAN RICHARD A	7342 WINDSOR DR		BOULDER	CO	80301-3718	Return to Sender Not Deliverable
10	R5751886	504 MAIN ST ERIE	BLANCH DOMINIC J	PO BOX 1154		ERIE	CO	80516-1154	
11	R5751686	635 MOFFAT ST ERIE	BRIARS JAMES D	PO BOX 411		ERIE	CO	80516-0411	
12	R5766386	424 MAIN ST ERIE	BUTLER MARC A & BUTLER TERESA M	PO BOX 784		ERIE	CO	80516-0784	
13	R5765486	694 MOFFAT ST ERIE	BUTTS KENNETH F & BUTTS NANCY J	694 MOFFAT ST		ERIE	CO	80516-8402	
14	R5765386	475 MAIN ST ERIE	CARTER HARLEY D	PO BOX 1325		ERIE	CO	80516-1325	
15	R5767986	300 HIGH ST ERIE	CASTRO JESS & CASTRO TERESA E	PO BOX 12		ERIE	CO	80516-0012	
16	R5766086	484 MAIN ST ERIE	CHAMPION DARREN	484 MAIN ST		ERIE	CO	80516-8700	
17	R5753986	575 MOFFAT ST ERIE	CONE TARA & MOHORNE ERIK E	PO BOX 882		ERIE	CO	80516-0882	
18	R5764586	415 MAIN ST ERIE	CROSSON PAUL R & CHRYSTALYNN	PO BOX 248		ERIE	CO	80516-0248	
19	R5785186	380 LAWLEY DR ERIE	CULLISON JOSH	PO BOX 895		ERIE	CO	80516-0895	
20	R5783486	160 LAWLEY DR ERIE	DICKINSON GREGORY A & DICKINSON GWENDOLYN B	160 LAWLEY DR	PO BOX 1134	ERIE	CO	80516-1134	
21	R5784286	135 LAWLEY DR ERIE	DITLOW ROBERT L & DITLOW MARY F	PO BOX 1235		ERIE	CO	80516-1235	
22	R8946802	655 MOFFAT ST ERIE	DOW GERI-ELLEN & DOW STEPHEN	PO BOX 351		ERIE	CO	80516-0351	
23	R0184488	454 HIGH ST ERIE	DURAN FAMILY TRUST	PO BOX 892		ERIE	CO	80516-0892	
24	R5753086	515 MOFFAT ST ERIE	EARL BARBARA A	PO BOX 1002		ERIE	CO	80516-1002	
25	R5747186		ERIE TOWN OF	PO BOX 750		ERIE	CO	80516-0750	
26	R5747486		ERIE TOWN OF	PO BOX 9		ERIE	CO	80516-0098	
27	R0180590		ERIE TOWN OF	PO BOX 9		ERIE	CO	80516-0098	
28	R0184588	514 MOFFAT ST ERIE	FARINEAU RAMONA THERESE	PO BOX 766		ERIE	CO	80516-0766	
29	R5785386	360 LAWLEY DR ERIE	FERGUSON ANDREA J	PO BOX 854		ERIE	CO	80516-0854	
30	R5767686	330 HIGH ST ERIE	FOBARE CHARLES F & FOBARE SANDRA J	PO BOX 654		ERIE	CO	80516-0654	
31	R5767786	320 HIGH ST ERIE	FULTON STEVEN M & FULTON ROBYN L	PO BOX 288		ERIE	CO	80516-0288	
32	R5783086	100 LAWLEY DR ERIE	GEILING LINDA KAY	PO BOX 1411		ERIE	CO	80516-1411	
33	R5767386	355 MAIN ST ERIE	GEITHMAN WILLIAM A & GEITHMAN DONNA K	PO BOX 191		ERIE	CO	80516-0191	
34	R8965174	524 HIGH ST ERIE	GHUMM JOHN W JR	PO BOX 423		ERIE	CO	80516-0423	
35	R5765786	654 MOFFAT ST ERIE	GILL CHRISTINE & COLON JASON	654 MOFFAT ST		ERIE	CO	80516-8402	
36	R5784386	155 LAWLEY DR ERIE	HARRIS EDDIE LEE & HARRIS HANNELORE	PO BOX 588		ERIE	CO	80516-0588	
37	R5765286	455 MAIN ST ERIE	HART BRYANT E	PO BOX 1214		ERIE	CO	80516-1214	
38	R5766986	348 MAIN ST ERIE	HERNANDEZ MARIA GUADALUPE	PO BOX 701		ERIE	CO	80516-0701	
39	R5751386	685 MOFFAT ST ERIE	HERREL PAMELA HELTON	49 E TILDEN DR		BROWNSBURG	IN	46112-1660	
40	R8946800	?	HULL NATHAN	386 PAINTED HORSE WAY		ERIE	CO	80516-2663	
41	R5752986	535 MOFFAT ST ERIE	IHLE MEGAN E	535 MOFFAT ST		ERIE	CO	80516-5003	
42	R5784586	205 LAWLEY DR ERIE	JOHNSTON LAKRISHA E & JOHNSTON DANIEL W	245 ASPEN MEADOWS RD		NEDERLAND	CO	80466-9634	
43	R8960731	514 BALCOLM ST ERIE	JOYCE LOIS A	PO BOX 585		ERIE	CO	80516-0585	
44	R5784086	115 LAWLEY DR ERIE	KIPPLE JOSHUA & KIPPLE CASEY	115 LAWLEY DR		ERIE	CO	80516-7043	
45	R5783986	105 LAWLEY DR ERIE	KORBE RICHARD ALLEN	PO BOX 923		ERIE	CO	80516-0923	
46	R5767186	375 MAIN ST ERIE	KRIDEL KATHY	630 CORONADO PL		LONGMONT	CO	80504-2319	
47	R5765586	674 MOFFAT ST ERIE	LANGERAK DEBRA & LANGERAK STEPHEN	PO BOX 87		ERIE	CO	80516-0087	
48	R5765686	664 MOFFAT ST ERIE	LANGERAK STEPHEN R & LANGERAK DEBRA JO	PO BOX 87		ERIE	CO	80516-0087	
49	R5785286	370 LAWLEY DR ERIE	LARINGTON ANGELA & LARINGTON MICHAEL	PO BOX 130		ERIE	CO	80516-0130	
50	R5764686	405 MAIN ST ERIE	LEWIS JEAN A & POYEZDALA TODD	PO BOX 1221		ERIE	CO	80516-1221	

51	R5753886	585 MOFFAT ST ERIE	LOUIS KATHERINE O	PO BOX 363	ERIE	CO	80516-0363	
52	R5766186	464 MAIN ST ERIE	LOUIS KATHERINE O	PO BOX 363	ERIE	CO	80516-0363	
53	R5752386	695 MOFFAT ST ERIE	LOUIS KATHERINE ODONNELL	PO BOX 363	ERIE	CO	80516-0363	
54	R5767886	310 HIGH ST ERIE	MACKENZIE MALCOLM & MACKENZIE JULI BETH	PO BOX 4	ERIE	CO	80516-0004	
55	R5764986	444 HIGH ST ERIE	MADISON BRUCE	PO BOX 1251	ERIE	CO	80516-1251	
56	R5785086	390 LAWLEY DR ERIE	MATTERN JOHN WILLIAM & MATTERN DEBRA MARIE	PO BOX 446	ERIE	CO	80516-0446	
57	R5751986	514 MAIN ST ERIE	MILLER THOMAS DALE & MILLER KELLY ANN	PO BOX 342	ERIE	CO	80516-0342	
58	R4192906	545 MAIN ST ERIE	MILLICENT E HAMPTON REVOCABLE LIVING TRUST	545 MAIN ST	ERIE	CO	80516-5001	Return to Sender Not Deliverable
59	R5784186	125 LAWLEY DR ERIE	MONTANO RAY	125 LAWLEY DR	ERIE	CO	80516-7043	
60	R5766686	404 MAIN ST ERIE	MURPHY JOHN R & MURPHY ROSE P	1381 WASHBURN ST	ERIE	CO	80516-6985	
61	R8960730	340 HIGH ST ERIE	NAVE GREGORY A	PO BOX 835	ERIE	CO	80516-0835	
62	R8960730	340 HIGH ST ERIE	NAVE KYLIE J				-	
63	R5767286	365 MAIN ST ERIE	NAVE KYLIE JANE & STORK CATHERINE JANE & GOULANDRIS KATH	PO BOX 835	ERIE	CO	80516-0835	
64	R5766786	374 MAIN ST ERIE	NEAVE NADIA	833 DAWN AVE	ERIE	CO	80516-2549	
65	R5751786	625 MOFFAT ST ERIE	ODOM JARED KARSTEN & DANYA SUE	PO BOX 451	ERIE	CO	80516-0451	
66	R5747286		OLD TOWN LIVING LLC	458 DISTEL DR	LOS ALTOS	CA	94022-1715	
67	R0089888	485 MAIN ST ERIE	ORMSBEE MYA ROSE & ORMSBEE KRISTIN J	485 MAIN ST	ERIE	CO	80516-5000	
68	R5764886	424 HIGH ST ERIE	PETTRONE CHAD A & PETTRONE BRITTANY E	PO BOX 1361	ERIE	CO	80516-1361	
69	R5784486	145 LAWLEY DR ERIE	QUESADA HENRY P & QUESADA ELAINE J	PO BOX 251	ERIE	CO	80516-0251	
70	R5784686	195 LAWLEY DR ERIE	QUICK KIMBERLY	195 LAWLEY DR	ERIE	CO	80516-5004	
71	R5783386	150 LAWLEY DR ERIE	ROCKTON 150 LAWLEY LLC	PO BOX 1111	ERIE	CO	80516-1111	
72	R8975335	342 MAIN ST ERIE	ROCKTON 342 MAIN LLC	2801 N 111TH ST	ERIE	CO	80516-3003	
73	R5746586	345 MAIN ST ERIE	ROSARIO DOMINIQUE A & ROSARIO THURLOW CAREY S	345 MAIN ST	ERIE	CO	80516-5005	
74	R0089988	544 MOFFAT ST ERIE	ROSENBERG DAVID	109 W CLEVELAND ST	LAFAYETTE	CO	80026-1621	
75	R5766586	688 MOFFAT ST ERIE	SANTI MANUEL A & SANTI DEBRA J	688 MOFFAT ST	ERIE	CO	80516-8402	
76	R5751186	635 WELLS ST ERIE	SCHOOL DIST No. RE1-J	395 S PRATT PKWY	LONGMONT	CO	80501-6436	
77	R5766486	684 MOFFAT ST ERIE	SELOOVER JACK LEE & SELOOVER RUTH E	684 MOFFAT	ERIE	CO	80516-8402	
78	R5752286	544 MAIN ST ERIE	SINKULE BRICE & SINKULE JANESSA	544 MAIN ST	ERIE	CO	80516-5055	
79	R5765986	624 MOFFAT ST ERIE	SOMSKY TONI & NEIBERGER ANGELA S	PO BOX 104	ERIE	CO	80516-0104	
80	R5785486	350 LAWLEY DR ERIE	TATRO JENNIFER	350 LAWLEY DR	ERIE	CO	80516-5051	
81	R5764486	435 MAIN ST ERIE	THEISEN DAVID K & THEISEN TRINA L	435 MAIN ST	ERIE	CO	80516-5000	
82	R5783286	120 LAWLEY DR ERIE	WAGENER DAVE V & WAGENER MONICA C	PO BOX 1452	ERIE	CO	80516-1452	
83	R5783786	130 LAWLEY DR ERIE	WAGENER ROBERT A & RAUDABAUGH KENDRA S	PO BOX 1211	ERIE	CO	80516-1211	
84	R5764786	404 HIGH ST ERIE	WENDZEL DAN J & WENDZEL JIMA S	PO BOX 253	ERIE	CO	80516-0253	
85	R5784786	185 LAWLEY DR ERIE	WETZBARGER ANDREW	185 LAWLEY DR	ERIE	CO	80516-5004	

Town of Erie
Resolution No. 22-03

A Resolution of the Board of Trustees of the Town of Erie Approving the Erie Junction Preliminary Plat

Whereas, Erie Junction LLC ("Applicant") owns the real property more particularly described as a parcel of land, located in the Southwest Quarter of Section 18, Township 1 North, Range 68 West of the 6th Principal Meridian, Town of Erie, County of Weld, State of Colorado (the "Property");

Whereas, on July 13, 2021 Applicant filed an application for approval of a Preliminary Plat for the Property (the "Application");

Whereas, on December 15, 2021 the Planning Commission held a properly-noticed public hearing on the Application and recommended that the Board of Trustees approve the Application with one condition; and

Whereas, on January 25, 2022, the Board of Trustees conducted a properly-noticed public hearing on the Application.

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

Section 1. Findings of Fact. The Board of Trustees, upon reviewing the recommendation of the Planning Commission, hearing the statements of staff and the public, and giving due consideration to the matter, finds and determines as follows:

a. The Application complies with Title 10 of the Erie Municipal Code (the "UDC") and other applicable law and is consistent with the Town's Comprehensive Plan;

b. The Preliminary Plat is consistent with and implements the intent of the zone district in which it is located;

c. The Preliminary Plat will not result in significant adverse impacts on the natural environment, including air, water, noise, storm water management, wildlife, and vegetation, or such impacts will be substantially mitigated;

d. The Preliminary Plat will not result in significant adverse impacts on adjacent properties; and

e. Adequate and sufficient public safety, transportation, utility facilities and services, recreation facilities, parks, and schools are available to serve the Property, while maintaining sufficient levels of service to existing development.

Section 2. Decision. Based on the foregoing findings of fact, the Application is hereby approved with the following condition, which shall be satisfied prior to approval of the Final Plat for the Property: at the time of Final Plat, Applicant shall execute a detailed Development Agreement, in the form provided by the Town.

Adopted this 25th day of January, 2022.

Jennifer Carroll, Mayor

Attest:

Heidi Leatherwood, Town Clerk

TOWN OF ERIE CORPORATE SEAL COLORADO

Town of Erie
Resolution No. 23-134

A Resolution of the Board of Trustees of the Town of Erie Approving a Development Agreement and Accepting Dedications as Shown on the Final Plat for the Erie Junction Subdivision

Whereas, on April 4, 2022, Erie Junction, LLC filed an application for approval of the Final Plat for the Erie Junction Subdivision (the "Final Plat");

Whereas, the Planning and Development Director has conditionally approved the Final Plat, on the condition that the Board of Trustees approve an associated development agreement and accept certain dedications as shown on the Final Plat;

Whereas, on November 14, 2023, the Board of Trustees considered the Development Agreement and the acceptance of the dedications as shown on the Final Plat; and

Whereas, the Board of Trustees desires to approve the Development Agreement and to accept the dedications as shown on the Final Plat.

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

Section 1. The Board of Trustees hereby approves the Development Agreement for the Erie Junction Subdivision in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the development agreement on behalf of the Town.

Section 2. The Board of Trustees hereby accepts the dedications shown on the Final Plat for the Erie Junction Subdivision.

Adopted this 14th day of November, 2023.

Justin Brooks, Mayor
Sara Loflin, Mayor Pro Tem

Attest:

Debbie Stamp, Town Clerk

TOWN OF ERIE CORPORATE SEAL COLORADO

From: Liz Fisher
To: Planning Commission Board
Subject: Erie Junction
Date: Tuesday, May 19, 2026 10:05:09 AM

> **External Email:** Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Planning Commissioners,

We were not able to join the virtual Neighborhood Meeting on 4/16 but have reviewed the Notes and all associated materials.

Frankly, we were shocked to read the comments made by Nick Jacobs of Diverge Homes. It seems he used the meeting as an opportunity to air his personal grievances about Erie's water restrictions and the Town's development code requirements, along with venting his personal distaste for the nearby Cheseman St. Residences. We are very concerned that this apparent lack of professionalism will also be reflected in the building of Erie Junction.

We do not object to the proposed garage options, per se. But we do object to the entitled attitude of a developer who casually states that "construction can be a nuisance for parking, noise and dust and that sometimes workers make mistakes", and wonder how responsive Mr. Jacobs and his associates will actually be to the inevitable calls from neighbors.

In our opinion, more should be done proactively to protect the folks who live there now from the parking, noise and dust issues, because those "nuisance" conditions can easily rise to the level of health and safety concerns. What measures, if any, have been planned for mitigation? Erie Junction is not being built in a vacuum. It is smack dab in the middle of a long-established, densely populated residential neighborhood.

We also think that new contiguous fencing along the entire northern perimeter should be provided by the developer for both privacy and aesthetics, and that the 2 foot buffer area should be maintained by the developer as a basic courtesy to the neighbors whose homes will be the most impacted.

On its website, Diverge Homes refers to the "architectural legacy and timeless charm" of Old Town. How about respecting that legacy and charm by building responsibly?

Thank you for considering our thoughts.

James Briars and Elisabeth Fisher
635 Moffat St.
Erie, CO 80516

Town of Erie
Planning Commission
Resolution No. P26-10

A Resolution of the Planning Commission of the Town of Erie Recommending that the Town Council Approve the Erie Junction Duplex Special Review Use with a Condition

Whereas, Erie Junction, LLC ("Applicant") filed an application (the "Application") for approval of the Erie Junction Duplex Special Review Use for the real property legally described as Erie Junction Final Plat; and

Whereas, on December 23, 2025, the Applicant submitted the Application to the Town of Erie; and

Whereas, on May 20, 2026, the Planning Commission held a properly-noticed public hearing on the Application; and

Whereas, upon consideration of the Application and supporting documentation, the recommendation of Town staff and any public comment received at the public hearing, the Planning Commission recommends that the Town Council approve the Erie Junction Duplex Special Review Use with a Condition.

Now, therefore, be it resolved by the Planning Commission of the Town of Erie, Colorado, that:

Section 1. Findings of Fact.

a. Specifically, the Application satisfies the following criteria set forth in Section 10.7.11.C.2 of the UDC:

i. The proposed use is generally consistent with the town's comprehensive plan and all applicable provisions of this UDC and applicable state and federal regulations;

ii. The proposed use is generally consistent with the purpose and intent of the zoning district in which it is located;

iii. The proposed use is generally consistent with any applicable use-specific standards set forth in section 10-3-2;

iv. The proposed use is compatible with adjacent uses in terms of scale, site design, and operating characteristics (hours of operation, traffic generation, lighting, noise, odor, dust, and other external impacts);

v. Any significant adverse impacts anticipated to result from the use will be mitigated or offset to the maximum extent reasonably practicable;

vi. Facilities and services (including sewage and waste disposal, water, gas, election, police and fire protection, and streets and transportation, as applicable) will be available to serve the subject property while maintaining adequate levels of service for existing development;

vii. Adequate assurances of continuing maintenance have been provided; and

viii. Any significant adverse impacts on the natural environment will be mitigated to the maximum extent reasonably practicable.

Section 2. Decision. Based on the foregoing Findings of Fact, the Planning Commission recommends approval to the Town Council for the Erie Junction Duplex Special Review Use, subject to the following condition:

a. The developer shall build and pass along maintenance responsibility for fences where shown on the current concept plan on the two northern lots, but not including the area adjacent to the paved roadway.

Adopted this 20th day of May, 2026.

Ben Hemphill, Chair

ATTEST:

Melinda Helmer, Secretary

Town Council

Board Meeting Date: 6/23/2026

File #: 2026-410, **Version:** 1

SUBJECT:
EXECUTIVE SESSION to hold a conference with attorneys pursuant to C.R.S. 24-6-402(4)(b) and (e) to receive legal advice and develop a strategy for and instruct negotiators related to construction defects on a Town Project

DEPARTMENT: Legislation

PRESENTER(S):

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

Docusign Envelope ID: 109465DD-19BA-8279-81A5-23FF9AAEB403

First Amendment to Agreement for Professional Services (Hourly)
(On-Call Multi-modal Transportation and Traffic Planning)

This First Amendment to Agreement for Professional Services (the "Amendment") is made and entered into this ____ day of _____, 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 Kimley-Horn and Associates, Inc. a North Carolina corporation, with a business address of 380 Interlocken Crescent, Suite 100, Broomfield, CO 80021 ("Contractor"), each a "Party" and collectively the "Parties".

Whereas, on April 20, 2023, the Parties entered into an Agreement for Professional Services (the "Agreement") for the Contractor to provide on-call transportation and traffic planning services to the Town; and

Whereas, the Agreement expired by its terms on April 19, 2026, and rather than enter into a new agreement, the Parties wish to revive and reinstate all terms and conditions of the Agreement as they existed prior to the expiration of the term and amendment the Agreement to extend the term.

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

1. Paragraph II.A within the section entitled "**Term and Termination**" is hereby deleted in its entirety and replaced with:

> "This Agreement shall commence on the Effective Date and shall continue until December 31, 2026, unless sooner terminated as provided herein."

2. As amended herein, the Agreement is revived, affirmed, and ratified in each and every particular.

[signature page to follow]

Docusign Envelope ID: 109465DD-19BA-8279-81A5-23FF9AAEB403

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

Town of Erie, Colorado

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

Contractor

Kimley-Horn and Associates, Inc.
a North Carolina corporation

Signed by:
Anthony Pratt
446D212FC4EB475...

Name: Anthony Pratt
Title: Associate

Certificate Of Completion

Envelope Id: 109465DD-19BA-8279-81A5-23FF9AAEB403
Status: Completed
Subject: Complete with Docusign: 26068 PSA Amendment Kimley Horn.docx
Source Envelope:
Document Pages: 2
Signatures: 1
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Lyndsy Willette
645 Holbrook Street
P.O. Box 750
Erie, CO 80516
lwillette@erieco.gov
IP Address: 50.206.104.130

Record Tracking

Status: Original
6/9/2026 2:57:24 PM
Holder: Lyndsy Willette
lwillette@erieco.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Anthony Pratt anthony.pratt@kimley-horn.com Associate Security Level: Email, Account Authentication (None)	Signed by: Anthony Pratt 446D212FC4EB475... Signature Adoption: Pre-selected Style Using IP Address: 137.83.223.169	Sent: 6/9/2026 2:58:53 PM Viewed: 6/9/2026 3:00:56 PM Signed: 6/9/2026 3:01:21 PM

Electronic Record and Signature Disclosure:
Accepted: 6/9/2026 3:00:56 PM
ID: f0624e83-1fa6-476b-81d8-489051371be7

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Miguel Aguilar maguilar@erieco.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 6/9/2026 3:01:21 PM Viewed: 6/9/2026 3:17:35 PM

Electronic Record and Signature Disclosure:
Accepted: 6/8/2026 12:23:47 PM
ID: 224361b7-c380-4d84-9e4c-d8f45b205776

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/9/2026 2:58:54 PM
Certified Delivered	Security Checked	6/9/2026 3:00:56 PM
Signing Complete	Security Checked	6/9/2026 3:01:21 PM
Completed	Security Checked	6/9/2026 3:01:22 PM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Town of Erie (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Town of Erie:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: docusign@erieco.gov

To advise Town of Erie of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@erieco.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Town of Erie

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to townclerk@erieco.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Town of Erie

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to docusign@erieco.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

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- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
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Docusign Envelope ID: 3F291224-8645-80DC-836D-E1BA9AFD6A8B

Fourth Amendment to Agreement for Professional Services
(Erie Lake Dam Seepage Rehabilitation Investigation, Analysis, and Design)

This Fourth Amendment to Agreement for Professional Services (the "Amendment") is made and entered into this ____ day of _____, 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 HDR Engeneering, Inc. a Colorado corporation with a business address of 1670 Broadway, Suite 3400, Denver, CO 80202 ("Contractor"), each a "Party" and collectively the "Parties".

Whereas, on June 25, 2024, the Parties entered into an Agreement for Professional Services (the "Original Agreement") for the Contractor to provide engineering services related to a public project at Erie Lake; and

Whereas, on June 29, 2025, the Parties entered into an Amendment to Agreement for Professional Services (the "First Amendment") to amend the Scope of Services and the compensation terms; and

Whereas, on October 27, 2025, the Parties entered into a Second Amendment to Agreement for Professional Services (the "Second Amendment") to amend the Scope of Services and the compensation terms; and

Whereas, on February 24, 2026, the Parties entered into a Third Amendment to Agreement for Professional Services (the "Third Amendment," and together with the Original Agreement, First Amendment, and Second Amendment, the "Agreement") to amend the Scope of Services and the compensation terms; and

Whereas, the Parties wish to further amend the Agreement as set forth herein.

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

1. Exhibit A to the Agreement is hereby amended by the inclusion of the following additional items in the Scope of Work:

> "Contractor will conduct an assessment and potential rehabilitation design to the intake structure at Erie Lake as part of Erie Lake Dam Seepage Rehabilitation construction. The existing structure will be improved by adding a gate which may require improvements to the concrete structure for performance and longevity.
>
> An on-site inspection of the existing intake structure will be the first step in analyzing the structure's condition. The structure will be examined to determine its capacity to support installation of a new

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manual slide gate. It is likely that retrofits and improvements and/or replacement will be required of the existing intake structure to support the new manual slide gate. This scope includes the structural analysis and calculations package likely required to retrofit the structure. Based on the provided flow rate and head (from the Town), an "off the shelf" manual slide gate will be selected for installation to take place during the existing construction contract. Contractor will provide construction drawings and specifications for such work.

The following rates shall apply for work performed under the services added by the Fourth Amendment to Professional Services Agreement:

Title	Hours	Miles	Rate ($/hour)	Total ($)
Project Manager, Level IV	6		282.88	1,697.28
Senior Engineer, Level I	9		274.56	2,471.04
Project Engineer, Level V	6		261.04	1,566.24
Project Engineer, Level II	42		217.36	9,129.12
Design Engineer, Level III	75		158.08	11,856.00
Design Engineer, Level I	32		131.04	4,193.28
CAD Designer, Level II	42		141.44	5,940.48
Project Accountant II	3		131.04	393.12
Project Assistant	5		114.40	572.00
Field Survey Mileage		100	0.725	72.50
Total				37,891.06

"

2. Section III. of the Agreement, entitled "**Compensation**," is hereby deleted in its entirety and replaced with the following:

"In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor an amount not to exceed $633,253.43. The not-to-exceed amount shall include all fees, costs and expenses incurred by Contractor. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt."

3. Except as expressly modified herein, the Agreement shall remain in full force and effect.

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4. This Amendment shall not be effective or binding on the Town until approved and fully by all signatories of the Town of Erie and, if required by the Charter, approved by the Town Council

[signature page to follow]

Docusign Envelope ID: 3F291224-8645-80DC-836D-E1BA9AFD6A8B

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

Town of Erie, Colorado

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

Contractor

HDR Engineering, Inc.
a Colorado corporation

DocuSigned by:
Joseph Schwarz
73513DD1A1F0490...

Name: Joseph Schwarz
Title: Sr. Vice President

Certificate Of Completion

Envelope Id: 3F291224-8645-80DC-836D-E1BA9AFD6A8B
Status: Completed
Subject: Complete with Docusign: 260604 PSA Fourth Amendment HDR Erie Lake.docx
Source Envelope:
Document Pages: 4
Signatures: 1
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Lyndsy Willette
645 Holbrook Street
P.O. Box 750
Erie, CO 80516
lwillette@erieco.gov
IP Address: 73.229.163.125

Record Tracking

Status: Original
6/8/2026 3:17:41 PM
Holder: Lyndsy Willette
lwillette@erieco.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Joseph Schwarz joseph.schwarz@hdrinc.com Sr. Vice President Security Level: Email, Account Authentication (None)	DocuSigned by: Joseph Schwarz 73513DD1A1F0490... Signature Adoption: Pre-selected Style Using IP Address: 163.116.247.64	Sent: 6/8/2026 3:20:28 PM Viewed: 6/8/2026 3:28:10 PM Signed: 6/8/2026 5:01:43 PM

Electronic Record and Signature Disclosure:
Accepted: 6/8/2026 3:28:10 PM
ID: 1ffb6cf9-8032-4791-8930-a5ad87195886

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Caleb Stock Caleb.Stock@hdrinc.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 6/8/2026 3:20:27 PM Viewed: 6/8/2026 3:20:50 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Weston Ring wring@erieco.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 6/8/2026 5:01:44 PM Viewed: 6/9/2026 10:09:46 AM

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Accepted: 6/3/2026 10:27:35 AM
ID: 22cdbd6c-dc96-474c-a202-c924f03fcd4d

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	6/8/2026 3:28:10 PM
Signing Complete	Security Checked	6/8/2026 5:01:43 PM
Completed	Security Checked	6/8/2026 5:01:44 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Town of Erie (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Town of Erie:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: docusign@erieco.gov

To advise Town of Erie of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@erieco.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Town of Erie

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to townclerk@erieco.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Town of Erie

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to docusign@erieco.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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Docusign Envelope ID: B06A8B8A-22B0-82DD-80AE-D931797C3CE1

Amendment to Construction Contract
(Erie Lake Dam Seepage Rehabilitation – P22-291)

This Amendment to Construction Contract (the "Amendment") is made and entered into this ____ day of _____, 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 Geo-Solutions, an independent contractor with a principal place of business at 1458 Greensburg Road, New Kensington, PA 15068 ("Contractor"), each a "Party" and collectively the "Parties."

Whereas, on February 24, 2026, the Parties entered into a Construction Contract (the "Contract"); and

Whereas, the Parties wish to amend the Contract 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. Section 5, entitled "**Contract Price**," is hereby deleted in its entirety and replaced with the following:

> "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 Scheduled and the Unit-Price Bid Form for the actual quality of the Work placed and accepted by the Town, as determined by the Project Manager, in an amount not to exceed $2,733,568.70. The Town shall be entitled to keep all savings resulting from the difference in total sums finally paid to Contractor and the Contract Price."

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

3. The Parties intend that the Contract and this Amendment be governed by the Uniform Electronic Transactions Act, C.R.S. § 24-71.3-101, *et seq*.

4. This Amendment shall not be effective or binding on the Town until approved and fully by all signatories of the Town of Erie and, if required by the Charter, approved by the Town Council.

[signature page to follow]

Docusign Envelope ID: B06A8B8A-22B0-82DD-80AE-D931797C3CE1

In Witness Whereof, the Parties have executed this Amendment to Construction Contract as of the Effective Date.

Town of Erie, Colorado

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

Contractor

Geo-Solutions

DocuSigned by:
Rob Winters
232DC42E2BB94B9...

_____
Name: Rob Winters
Title: VP Risk

Certificate Of Completion

Envelope Id: B06A8B8A-22B0-82DD-80AE-D931797C3CE1
Status: Completed
Subject: Complete with Docusign: 260604 Construction Cont Amend Geo-Solutions.docx
Source Envelope:
Document Pages: 2
Signatures: 1
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Lyndsy Willette
645 Holbrook Street
P.O. Box 750
Erie, CO 80516
lwillette@erieco.gov
IP Address: 50.206.104.130

Record Tracking

Status: Original
6/5/2026 9:07:52 AM
Holder: Lyndsy Willette
lwillette@erieco.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Rob Winters RWinters@geo-solutions.com VP Risk Geo-Solutions, Inc. Security Level: Email, Account Authentication (None)	DocuSigned by: Rob Winters 232DC42E2BB94B9... Signature Adoption: Pre-selected Style Using IP Address: 207.42.252.38	Sent: 6/5/2026 9:09:31 AM Viewed: 6/5/2026 9:09:59 AM Signed: 6/5/2026 9:10:05 AM
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In Person Signer Events	**Signature**	**Timestamp**
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Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Weston Ring wring@erieco.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 6/5/2026 9:10:06 AM Viewed: 6/5/2026 9:15:14 AM
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Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/5/2026 9:09:31 AM
Certified Delivered	Security Checked	6/5/2026 9:09:59 AM
Signing Complete	Security Checked	6/5/2026 9:10:05 AM
Completed	Security Checked	6/5/2026 9:10:06 AM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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To advise Town of Erie of your new email address

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