

**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](http://www.erieco.gov/CouncilMeeting).

<b>Full Name</b>	Alissa Shelton
<b>City/Town of Residence</b>	Erie
<b>Email</b>	alissa.shelton18@gmail.com
<b>Your Comment</b>	I am against the selling of Town's mineral rights. This matter needs to be brought to the town for a vote as I do not trust that some members of have the citizens in our best interest. I am against oil and gas development under so many residential homes. Put the health and safety of the residents over oil and gas profits.

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**Full Name** Andrea lewis

**City/Town of Residence** Erie

**Email** drea50@hotmail.com

**Your Comment** As residents of the Westerly neighborhood and parents to three young daughters, my husband and I are writing to you today with heavy hearts and a profound sense of fear regarding the proposed Draco Pad. We chose to put our roots down in Erie because of the promise of a safe, healthy, and family-oriented community. The looming threat of a massive industrial oil and gas operation practically in our backyard shatters that promise.

Our primary job is to protect our girls, and the detrimental effects of having the Draco pad so close to our home make that feel impossible. We are talking about severe impacts on our daily lives: the relentless industrial noise, the heavy truck traffic on the roads where our children travel, and most terrifyingly, the threat to our air, soil, and water quality.

We worry constantly about the invisible emissions—volatile organic compounds and benzene—drifting into Westerly while our daughters are outside playing in our yard. But the danger doesn't stop in the air. The very real risk of spills, toxic runoff, and groundwater contamination threatens the soil our children dig in and the water our family relies on. No family should have to wonder if the fundamental environment around their home is being slowly poisoned.

Furthermore, we are incredibly distressed by the discussions surrounding the town's mineral rights. The idea that Erie might lease its mineral rights to facilitate this project feels like a direct betrayal of the families who live here. The town government's first priority must be the health, safety, and well-being of its residents—not the financial extraction of resources that will directly harm our neighborhoods. We rely on you to be our firewall against industrial overreach, not a partner in it.

Please consider the faces of the children who live in Westerly and the surrounding neighborhoods. We cannot simply pick up and move away from this danger. We are relying on our elected officials to stand up for us, to fiercely oppose the Draco Pad, and to absolutely refuse to lease the town's mineral rights for an operation that will degrade our quality of life and put our long-term health at risk.

Please choose our families over oil and gas.

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**Full Name** Brandon Williams

**City/Town of Residence** Erie

**Email** b.williams333.bw@gmail.com

**Your Comment** I do not approve the sale of Erie mineral rights that run under my home. I do not approve any form of drilling or fracking under my home. I bought on the Boulder County side of Erie to avoid fracking. The choice to force fracking under my home and family is a violation of my family. I will lose all respect for the town of Erie and its representatives if they allow this to pass. We and many town residents will move to a town that respects and loves its families over money if this does go forward. It's sad that we are not respecting humans over production and money.

## Meredyth Muth

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**From:** Terry Bull <dabulls80@hotmail.com>  
**Sent:** Monday, June 22, 2026 1:57 PM  
**To:** Council Mail; Andrew J. Moore  
**Subject:** Consideration of Town of Erie Ordinance 028-2026

**External Email:** Do not click links or open attachments unless you recognize the sender and know the content is safe.

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 believe many of my fellow Erie citizens have had a hard time getting our heads and arms wrapped around it.

I have appreciated Mayor Moore's efforts to explain the various aspects of the issue through his postings, as well as the published testimony of some of the council members. I also found Mr. Matthew Owen's comments posted on his LinkedIn site on 17 June 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 Erie Town Council Members have done their due diligence 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 ECOMC 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 saw 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 renegotiating 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 may not have binding, legal 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.

Councilman O'Connor, thank you for having the courage to request a reconsideration of the settlement with SM Energy. It has hopefully given much of Erie's residents the opportunity to consider all aspects of the settlement and weigh the comments voiced in favor or against.

Regardless of the outcome tomorrow evening, I thank each of you for your time and dedication in serving the Town of Erie and her residents. I'm sure it can be discouraging at times to serve in the face of vociferous criticism, suspicion, and allegations, veiled or blatant. Please know that there are many like me who quietly appreciate your service, honesty, and integrity in working for the best interests of Erie.

Respectfully,

Terence Bull  
777 Lawson Way, Erie, CO 80516  
District 3

P.S I posted a similar version of my comments on the Mineral Rights Comment Form earlier today.

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**Full Name** Chris tirado

**City/Town of Residence** Erie

**Email** c4tirado@aol.com

**Your Comment** As a deeply concerned resident of Erie, I am writing to urge you to fiercely oppose the proposed Draco Pad. This is no longer just an issue for a single street or neighborhood; the sheer scale of this industrial operation poses an immediate threat to the collective health, safety, and vibrant quality of life that defines our entire community.

Look at what we are putting at risk:

\* **Our Schools and Parks:** Our children spend their days learning and playing at nearby schools and neighborhood parks. The relentless industrial noise, heavy truck traffic, and inevitable air emissions have absolutely no place near the spaces dedicated to our youth. No parent should have to worry about what their children are inhaling during recess or soccer practice.

\* **Our Vulnerable Elders:** Air pollution, volatile organic compounds, and heavy industrial disruptions do not affect everyone equally. Our elderly neighbors, many of whom moved to Erie to enjoy a peaceful retirement and clean Colorado air, are incredibly vulnerable to the respiratory and cardiovascular stresses caused by large-scale drilling operations.

\* **Our Ecosystem and Animals:** The risk doesn't stop with humans. Our local wildlife, livestock, and beloved family pets rely entirely on the health of our shared environment. Toxins in our air, potential runoff into our soil, and groundwater contamination threaten the entire local food chain and the domestic animals we love.

\* **Our Collective Health:** From our soil to our water tables, the long-term health of Erie is being gambled away. No community can truly thrive when its foundational environment—the very air we breathe and the water we drink—is subjected to the severe threats of a massive oil and gas footprint.

Furthermore, the ongoing discussions surrounding the town's mineral rights are deeply troubling. The town government's sacred duty is to act as a protective shield for its residents, not a partner in industrial encroachment. Leasing Erie's mineral rights to facilitate the Draco Pad feels like a direct betrayal of the trust we have placed in our elected leaders. Financial extraction must never take precedence over public safety.

We are counting on you to stand up for all of us—our children, our elders, our environment, and our future. Please oppose the Draco Pad, refuse to lease the town's mineral rights, and choose the people of Erie over oil and gas.

## Meredyth Muth

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**From:** Jason Dean <jdean@horizonresourcesllc.com>  
**Sent:** Tuesday, June 23, 2026 1:21 PM  
**To:** Council Mail; Andrew J. Moore  
**Subject:** Erie Minerals in SM Draco OGD

**Importance:** High

**External Email:** Do not click links or open attachments unless you recognize the sender and know the content is safe.

To Whom It May Concern:

I'm writing this email as both (i) a current mineral owner in the Draco OGD approved by the Energy and Carbon Management Commission ("ECMC"), and (ii) an experienced mineral and royalty buyer in multiple states across the country for the last ten (10) years. Since 2016, Horizon Resources and its affiliates have invested over \$250 million into oil and gas minerals and non-op working interests across the greater Wattenberg area in Colorado – including in and around the Town of Erie. Horizon has extensive experience and deep knowledge related to mineral valuation and regulatory matters governing oil and gas development in the State of Colorado, as well as many other states.

Horizon participated in the competitive process conducted by Alameda Mineral Advisors for bids related to the Town of Erie properties. Our underwriting valued the unleased Town minerals at ~\$4.6 million - a fraction of the value ultimately offered by SM to acquire the same minerals. Following the process, Horizon suspected we may have lost the bid by 10-20%, so when we learned the full details of the offer from SM – we were floored. The SM offer included (i) ~\$4.5MM in upfront cash, (ii) a long-lived revenue stream in the form of a production payment projected to generate ~\$20+ million (vs. \$0 value in our offer), (iii) 158 acres of surface property which was appraised for \$13.5 Million, and (iv) multiple meaningful concessions to expedite plugging and abandonment of older wells, improve roadways and provide incremental environmental and operational inspections at the Draco pad to help safeguard the health of local residents. The SM offer was unequivocally and categorically superior to our offer, and frankly, was so "above market" that we believed the decision for the Town of Erie was an obvious and foregone conclusion. However, during the June 16<sup>th</sup> Erie Town Council meeting – the unthinkable occurred. Three council members chose to reject a transformative and unrivaled proposal that would have dramatically improved the welfare of the community, while securing an unprecedented economic boon for the Town's future.

The State of Colorado has gone to extraordinary lengths over the past decade to modify and improve oil and gas regulations, and in my opinion, has masterfully crafted a regulatory environment that is the most comprehensive and balanced regime in the entire country. Our elected officials successfully built a system that protects public health, safety, welfare, wildlife and the environment, while simultaneously regulating and providing oversight for the responsible development of oil and gas – a vital cog in Colorado's economic wheel. As part of this process, local municipalities and residents are provided an elevated role in scoping and development decisions that affect their community. However, there are rightfully limits to municipality control when proposed surface operations are located outside of their jurisdiction, as is the case with the Draco pad. In this instance, SM chose to locate the Draco pad in unincorporated Weld County, sufficiently far enough away from residential structures in an effort to accommodate concerns over safety and health. This was a calculated decision by SM that met stringent ECMC requirements for approval and minimized impact on the Town of Erie – despite resulting in increased costs to SM due to elongated laterals. This is exactly what the ECMC hoped to accomplish with their regulations – accommodative development (even if more costly) by oil and gas companies that acknowledged and respected input from local residents.

In my view, the justification behind the Town of Erie's rejection of the SM offer on June 16 was based on the misguided belief that inaction would effectively halt drilling operations at the Draco pad – a notion that is demonstrably inaccurate. Rejection of the SM offer does nothing to curb the ECOM approved Draco development, but only serves to thwart an incredibly generous offer that benefits the Town of Erie immeasurably. The June 16th decision appears to be based on a general disdain for fossil fuel use by a few council members, rather than acknowledgement of the inevitable development and a focus on the best outcome for the community you represent. Because of this, I respectfully ask you to put aside your personal beliefs and reconsider and accept the SM offer. It's the right thing to do for your constituents.

**Jason D. Dean, CPL | Chief Executive Officer**



6355 Ward Road, Suite 400 | Arvada | CO | 80004

P: 303.396.7273 | F: 303.265.9458

[www.horizonresourcesllc.com](http://www.horizonresourcesllc.com)

## Meredyth Muth

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**From:** Jessica Dembeck <jessica.dembeck@gmail.com>  
**Sent:** Monday, June 22, 2026 2:26 PM  
**To:** Council Mail  
**Subject:** REVOTE - Erie Minerals / DRACO

**External Email:** Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Council Members,

It is my understanding that SB 24-185 provided the Town of Erie with significant leverage in its negotiations with CIVI/SM. Following the June 16 vote, however, the practical outcome appears to be that drilling will proceed regardless, while the Town has foregone the opportunity to secure meaningful concessions, protections, or community benefits that may have been achievable through a negotiated agreement.

I recognize that some residents viewed a "No" vote as a pathway to preventing development altogether, or as a broader statement on environmental and local control concerns. Regardless of intent, the result will be very different than many anticipated — the project is moving forward despite the rejection of the agreement.

In light of these circumstances, I respectfully request that the Council bring forward a motion to reconsider the June 16 vote, so that this matter may be reevaluated with full consideration of its long-term implications for our community.

Thank you for your time and your continued service to the residents of Erie.

Respectfully,  
Jessica Dembeck

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**Full Name** Diana Huizar

**City/Town of Residence** Erie

**Email** drdianahuizar@gmail.com

**Your Comment** My name is Diana Huizar, and I am a parent of young children in Erie.

I urge the Town Council to place children’s health at the center of any decision regarding mineral development. A growing body of research has documented associations between living near oil and gas development and increased risks of adverse birth outcomes, respiratory symptoms, asthma exacerbations, headaches, and other health concerns, particularly for pregnant people, infants, and young children.

While researchers continue to study specific causal pathways, the evidence is sufficient to warrant a precautionary approach. Children are not simply small adults. Their bodies and brains are still developing, they breathe more air relative to their body weight, and they may be more vulnerable to environmental exposures.

For this reason, I ask the Town to require independent baseline and ongoing monitoring of air pollutants and other potential health risks, with data made publicly available in real time. Residents should not have to rely solely on industry reporting or wait years for health impacts to become apparent. Transparent monitoring is essential for identifying potential concerns early and protecting community health.

As a parent, I am less interested in assurances and more interested in evidence. What data will be collected? How will it be shared with the public? What thresholds will trigger action? What protections are in place if monitoring identifies elevated risk?

The decisions made today will affect families for years to come. I urge the Council to prioritize independent monitoring, transparency, and the health of Erie’s children above all else.

Thank you for your consideration.

— Diana Huizar

## Meredyth Muth

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**From:** DeWayne Drummond <dewayne.drummond@gmail.com>  
**Sent:** Monday, June 22, 2026 3:56 PM  
**To:** Council Mail  
**Subject:** Mineral Rights  
**Attachments:** ErieMineralAnalysis.pdf

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Council,

Please read the attached before the June 23 meeting.

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DeWayne

# *Independent Erie Resident Analysis*

**Pending Town of Erie Mineral Rights Sale**

**Updated: June 22, 2026 @ 11:54 am MDT**

*Cover Note from the Author – [Braun Mincher](#)*

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 incomplete 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. Again, I will not engage with uncivil, abusive, or purely argumentative responses as I know that this is already an emotionally charged issue for many in our community.

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](mailto: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 @ 11:07 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](http://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 @ 11:07 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.

What changed	Source-based detail
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.
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.
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.
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.

Confidence	Finding	Why it matters
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, P&A/remediation value, and other contingent value sources.	Affects net-of-fee proceeds; the Town should confirm publicly.

## 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 <i>surface</i> 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

Value tier	Public-facing treatment
	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 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.
<p><b>Recommended valuation sentence</b></p> <p>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&amp;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. <i>Reasonable people can disagree about present value and risk-adjusted value.</i></p>	

**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.
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 OGD 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 ( $\$3.144M \div 7.5\%$ ). 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 cap<sup>7</sup>. 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

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### 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 OGD — for example, a Council vote or official action directing Town staff or another authorized party to take a position contrary to the approved Draco OGD, 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

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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

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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,	Additional selection documentation, conflict management, fee timing, and the bid file’s completeness and

Theme	What residents are asking	What the public record says	What remains unresolved
		19 declined, and the top third-party offer was about \$5.5M.	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 alternative ≈ \$13.2M vs the SM/7N package.	Town should explain why leases were declined and compare values on a risk-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.

Theme	What residents are asking	What the public record says	What remains unresolved
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 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.	The practical protection actually gained by a no 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

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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

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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=iI9LORRiXQg>

**June 9, 2026 Town Council video (executive-session dispute context)** — <https://www.youtube.com/watch?v=Sh-xnpljt08>

### **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](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](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/dracopad-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.coloradahometownweekly.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 OGD** — <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](mailto: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.*

DRAFT

**Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting**

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<b>Full Name</b>	Eric Lillard
<b>City/Town of Residence</b>	Erie
<b>Email</b>	eric.l.lillard@gmail.com
<b>Your Comment</b>	My wife (Diane Lillard) will be donating her speaking to me.

## Meredyth Muth

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**From:** Patrick Finley <patrickjfinley@gmail.com>  
**Sent:** Monday, June 22, 2026 2:59 PM  
**To:** Council Mail  
**Subject:** Re: Erie Minerals / DRACO - Revote

**External Email:** Do not click links or open attachments unless you recognize the sender and know the content is safe.

In light of the reconsideration tomorrow, I would encourage a vote of yes, as I believe the merits of this transaction strongly favor approval.

Patrick J. Finley  
318-805-8721

On Jun 22, 2026, at 11:48 AM, Patrick Finley <patrickjfinley@gmail.com> wrote:

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

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**From:** Ben Hemphill <bhemphill8@gmail.com>  
**Sent:** Tuesday, June 23, 2026 11:01 AM  
**To:** Council Mail  
**Subject:** Comment on Ordinance No. 028-2026

**External Email:** Do not click links or open attachments unless you recognize the sender and know the content is safe.

Town Council,

On June 17, Matthew Owens made a public LinkedIn post about the vote from last week. As we all know, Mr. Owens is the CEO of Alameda Mineral Advisors, the firm the Town hired to negotiate this transaction.

Mr. Owens founded Extraction Oil & Gas and served as president and then was employed as COO of Civitas Resources. 7N, LLC acquired at least two of the three parcels in this agreement for \$10 each, in 2018 and 2019, while Owens was leading Extraction. He is now being held out as an independent advocate for the Town.

Mr. Owens' contract pays him 7.5% of aggregate transaction value, capped at \$4,500,000. He receives nothing if this deal does not close tonight. The only direct cash payment in this contract is \$4,500,000, described in Section 2(b) as "Additional Funds" paid by 7N at closing. That is the entirety of the cash the Town receives. It is also the exact maximum fee Alameda is entitled to collect under its contract with the Town. The Town's immediate net cash from this transaction is effectively zero.

The agreement with Alameda was signed December 16, 2025 which was 189 days ago. At \$4.5 million for 189 days, even assuming a full seven-day work week, the Town is paying Alameda nearly \$3,000 an hour. This is why questions have been raised about the no-bid nature of this contract.

Draco health and safety improvements are already happening. I'd encourage the Council to review ECMC Order 407-3700, approved in March 2025. Under that order, SM Energy is already required to provide the Town monthly email updates on drilling and plugging and abandonment activities per Order 2(g), hold quarterly meetings with the Town per 2(g), coordinate all planned well abandonments with Town staff per 2(h), and maintain three continuous ambient air monitors around the Draco Pad per 2(e). SM Energy will also be plugging and abandoning 22 existing wells. SM Energy is required to hold two community town halls per Order 2(i), one before construction and one before completions. When is the pre-construction town hall? These are not benefits being negotiated tonight. These are legally binding ECMC commitments that exist regardless of this vote.

Limited monthly inspections with a seven (7) notice and an SM Energy escort with the only enforcement being reporting to ECMC is not real enforcement.

You aren't stopping Draco if you don't approve or reject this agreement. The town is already receiving health and safety benefits required by ECMC no matter the outcome. What you're voting on is transferring our property for a few million dollars in property and oil and gas revenues, and a \$4.5 million

payment to a former oil and gas executive.

I urge you to vote no.

PDF download link to the Draco ODGP for your

review: <https://ecmc.state.co.us/weblink/DownloadDocumentPDF.aspx?DocumentId=7016803>

Thanks,

Ben Hemphill

## Meredyth Muth

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**From:** Meghan Hughes <mehughes66@gmail.com>  
**Sent:** Monday, June 22, 2026 10:17 PM  
**To:** Council Mail  
**Cc:** Todd Merendino  
**Subject:** Vote no to support transparency and follow the rules

**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 you to vote against the proposed sale of the Town of Erie's mineral rights. While I do not support selling Erie's mineral rights for any reason, I am especially concerned about the process that has brought us to this point and the erosion of public trust it has caused.

You were elected to represent the residents of Erie and to uphold the principles established when voters chose home rule. That trust was built on the expectation that Council members would conduct public business transparently, follow established rules and procedures, and make decisions in the best interests of the community.

The Town must consider the long-term implications of permanently relinquishing a public asset. Once these rights are sold, they cannot be recovered.

Further, I do not support the use of Matthew Owens, who was selected without an RFP, nor do I appreciate him weighing in on the town's business in an effort to pad his pockets. Please show this town and Matthew Owens that your votes are not for sale by voting no on the sale of Erie's mineral rights.

Sincerely,

Meghan Hughes  
Todd Merendino  
Elisa Merendino  
Abby Merendino

Northridge

## Meredyth Muth

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**From:** MTN ADV <mtn.adv.365@gmail.com>  
**Sent:** Tuesday, June 23, 2026 1:39 PM  
**To:** Council Mail; Andrew J. Moore; Anil Pesaramelli; John Mortellaro; Dan Hoback; Brandon Bell; Emily Baer; Brian O'Connor  
**Subject:** VOTE NO/AGAINST the Draco Drilling Project

**External Email:** Do not click links or open attachments unless you recognize the sender and know the content is safe.

Greetings Council Members,

Unfortunately, I will not be able to attend the Town Council Meeting tonight in person, but I'm praying you will **VOTE NO/AGAINST** regarding the Draco Drilling Project.

I'm a long-time resident of Colorado since 1996 and have lived in Erie for a decade. We have all witnessed the growth and development first hand and there is tremendous opportunity for the future. It makes no sense to trade a short-term monetary gain for the devastating long-term community effects of this project.

A vote for approval would be reckless decision making that puts our community's health and safety last and of least concern. I strongly urge you to vote against the drilling project for the sake of our community. There are hundreds of reasons why this project is bad for Erie, so please use your power to stop this now and in the future.

Sincerely,

Jason

**Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting**

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**Full Name** Jonathan Wirth

**City/Town of Residence** Erie

**Email** jodywirth@gmail.com

**Your Comment** Dear Erie Town Council,

I urge you to reject the proposed sale of Erie’s municipal mineral rights to SM Energy. Selling these rights gives up valuable legal leverage that helps protect our community, while primarily benefiting an oil and gas company facing a production deadline.

I’m also concerned about the appearance of conflicts of interest and believe plugging old wells should be a basic safety responsibility, not a bargaining chip in negotiations.

Erie has said sustainability is a top priority. Please listen to your residents, conduct this process transparently, and keep these protections in the hands of the community instead of selling them away.

Thank you

## Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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<b>Full Name</b>	Jordan Neumeyer
<b>City/Town of Residence</b>	Erie
<b>Email</b>	jdneumeyer@gmail.com

**Your Comment**

I encourage the Mayor and Council to reject the mineral rights deal with SM Energy on the following grounds:

1. Lack of bids and breach of contract: The Mayor and Council bypassed RFP procedures for this contract. Town staff (David Frank) admitted on the public record that the town bypassed the required bidding process simply because they "didn't know any other consultants" other than Owens. Furthermore, Owens admitted on the record that he was instructed by certain council members not to run a competitive bid process. You cannot legally vote on a contract born from a broken procedure and a breached consulting agreement. A private attorney has already filed a complaint, and the State Attorney General is beginning an investigation. The policy certainly needs to be fixed, but this must be addressed now. Without following procedure, it is a failure of the Council to uphold its fiduciary responsibilities to the residents of Erie.
2. Lack of transparency: Critical information was hidden in executive sessions, making it impossible for Erie residents to evaluate this deal. The public remains ill-informed as a direct result of the Council's actions. Meanwhile, certain hypocritical members of the Council still call residents "misinformed."
3. Executive Sessions: As pointed out by Councilmember Dan Hoback, the legal procedure for initiating these executive sessions was not followed, likely violating the Sunshine Law.
4. Conflict of Interest: Matt Owens' direct ties as a former executive for Civitas/SM Energy mean he is not an impartial negotiator. The resulting contract heavily favors SM Energy, proving that this glaring conflict of interest compromised the value of the Town's assets.
5. Leaked information: Matt Owens made a public post that likely leaked confidential information regarding the deal, violating executive session confidentiality. The information he provided in that post was far more than what the town has provided to its own residents.
6. Lobbying: In his original post—which has since been edited—Matt Owens directly lobbied Councilmember Brian O'Connor to call for a revote to serve the consultant's own financial interests.

Because of items 4 through 6, I urge the Council to vote no and terminate any

contract with Alameda Minerals Partners. I have personally lost trust in certain members of this Council to uphold their responsibilities as elected officials and to follow town procedures and the Home Rule charter. They have acted in a disingenuous and unprofessional manner. Items 1 through 3 are egregious mistakes that the administration has accepted but taken no action to correct.

If Mayor Andrew Moore and Mayor Pro Tem Brandon Bell cannot show accountability and correct these procedural violations immediately, the residents will have no choice but to escalate this further. They should act like they have served on a council or board of trustees before.

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## Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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**Full Name** Justin Lewis

**City/Town of Residence** Erie

**Email** jay.03\_08@yahoo.com

**Your Comment**

As residents of the Westerly neighborhood and parents to three young daughters, my husband and I are writing to you today with heavy hearts and a profound sense of fear regarding the proposed Draco Pad. We chose to put our roots down in Erie because of the promise of a safe, healthy, and family-oriented community. The looming threat of a massive industrial oil and gas operation practically in our backyard shatters that promise.

Our primary job is to protect our girls, and the detrimental effects of having the Draco pad so close to our home make that feel impossible. We are talking about severe impacts on our daily lives: the relentless industrial noise, the heavy truck traffic on the roads where our children travel, and most terrifyingly, the threat to our air, soil, and water quality.

We worry constantly about the invisible emissions—volatile organic compounds and benzene—drifting into Westerly while our daughters are outside playing in our yard. But the danger doesn't stop in the air. The very real risk of spills, toxic runoff, and groundwater contamination threatens the soil our children dig in and the water our family relies on. No family should have to wonder if the fundamental environment around their home is being slowly poisoned.

Furthermore, we are incredibly distressed by the discussions surrounding the town's mineral rights. The idea that Erie might lease its mineral rights to facilitate this project feels like a direct betrayal of the families who live here. The town government's first priority must be the health, safety, and well-being of its residents—not the financial extraction of resources that will directly harm our neighborhoods. We rely on you to be our firewall against industrial overreach, not a partner in it.

Please consider the faces of the children who live in Westerly and the surrounding neighborhoods. We cannot simply pick up and move away from this danger. We are relying on our elected officials to stand up for us, to fiercely oppose the Draco Pad, and to absolutely refuse to lease the town's mineral rights for an operation that will degrade our quality of life and put our long-term health at risk.

**Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting**

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<b>Full Name</b>	Keith Norsym
<b>City/Town of Residence</b>	Erie
<b>Email</b>	knorsym@hotmail.com
<b>Your Comment</b>	I strongly object to selling the mineral rights of Erie for this project. The incentives and political backroom deals cause doubt. Additionally, it is very questionable. Why there is a justified reason to hold a second vote after the measure was defeated previously.

## Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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<b>Full Name</b>	Ken and Laurie Vogel
<b>City/Town of Residence</b>	Erie
<b>Email</b>	Ladywiththealligatorpurse@gmail.com
<b>Your Comment</b>	We support the measure.

**Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting**

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<b>Full Name</b>	Linda Peirce
<b>City/Town of Residence</b>	Erie
<b>Email</b>	<a href="mailto:lindajeen@outlook.com">lindajeen@outlook.com</a>
<b>Your Comment</b>	Erie residents have significant concerns about the sale of the town's mineral rights. Please put this to a town vote/referendum. Let the residents of Erie decide!!!

**Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting**

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<b>Full Name</b>	Marie Williams
<b>City/Town of Residence</b>	Erie
<b>Email</b>	canarypearl@yahoo.com
<b>Your Comment</b>	Please do not approve selling the mineral rights. I am very concerned and do not approve any form of drilling or fracking under my home. I purposefully purchased my home on the Boulder County side of Erie to avoid fracking. Never in a million years did I think they could start in weld county and drill horizontally under my home. That's a violation of my rights. I will be forced to move as I do not want to risk the health of my children and family. Thank you.

## Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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<b>Full Name</b>	Maxine E Mandell
<b>City/Town of Residence</b>	Erie
<b>Your Comment</b>	I am concerned about: 1) the lack of transparency of the process; 2) Mayor Moore's fantastical estimate of how much money will flow into Erie; and 3) hiring Matthew Owens who is a former Civitas CEO. The Town Council should reject the proposal because Erie residents do not trust the process.

## Meredyth Muth

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**From:** kevin mccall <kevin\_j\_mccall@yahoo.com>  
**Sent:** Monday, June 22, 2026 8:15 PM  
**To:** Council Mail  
**Subject:** Please vote yes in support of the rights sale on Tuesday night

**External Email:** Do not click links or open attachments unless you recognize the sender and know the content is safe.

Greetings,

Thank you for the job you do.

I support the mineral and oil rights sale and urge your supporting vote tomorrow night. The town can use the revenue, the partnership, and the Nation needs the energy.

13 year resident. Electrical Engineer. Raised two kids here, grown now.

1640 Harris Ct  
303 601 5186

Kevin J McCall

## Written Comment - Town of Erie Mineral Rights - June 23 Council Meeting

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**Full Name** Melissa A Varner

**City/Town of Residence** Erie

**Email** melissaannevarner@gmail.com

**Your Comment** Hello,

Thank you for reconsidering the sale of the town owned mineral rights. I think the additional time allowed more residents to fully understand the situation at hand. The crux of the issue is 'can SM Energy drill around city owned assets'. The answer to that question is unequivocally 'yes'. I've reviewed statements from our former mayor, Justin Brooks, as well as sitting council member, Dan Hoback, both of whom indicate this can't be done or will somehow derail the project. I've engaged with Dan Hoback and asked if he has changed his position now that we understand the assets can be avoided. Unfortunately, I received no response. Additionally, there are local voices actively confusing the public on the issue, as clearly shown on social media. There is a lot of debate regarding property values, health and safety of drilling operations, VOC, etc. undoubtedly these issues are critical to our community. However, they are irrelevant to this discussion as drilling is happening regardless of the outcome of the vote. In fact, if health and safety are of concern to the council then a 'yes' vote is strongly encouraged as increased safety considerations and town oversight will help ensure prioritization of residents and our environment by SM Energy.

My decision to support the deal with SM Energy was not made lightly or in an echo chamber. I reviewed the information available on the town website, articles from Colorado Hometown Weekly, and engaged with the Matthew Owens. I also reviewed the evolving opinion of David Frank and appreciate his willingness to change his position once more information becomes available. As our Director of Environmental Service, his opinion should be valued and taken into consideration by the council members when considering their vote this evening. After consuming all readily available information, I was still left with the question; who is right can the assets be avoided? On one hand, Matthew has a vested interested in Erie accepting the deal, David seems be aligned with the deal being in the best interest of the town, while Justin and Dan, long time warriors against O&G, think it's a bad deal. To be clear, I am grateful for their advocacy on behalf of the citizens, but on this issue I am not aligned. I asked AI the following question; do horizontal drills have to drill in a straight line. Such a statement has little chance of introducing bias into the search results. All results indicated that it is routine for horizontal drills to drill arch, bend, or even zig zag around impediments. An example can be found here: <https://scienceinsights.org/what-is-horizontal-drilling-and-how-does-it-work/>. I strongly encourage anyone that believes this cannot be done to conduct a similar search on their own.

It is also worth noting that many residents have voiced concerns that proper procedures were not followed. Those concerns are valid. It's unfortunate that we are up against a time constraint given the requirement for Draco to be operational by May of 2028. At this point it feels as if our hand is being forced. Going forward, I would like to better understand why procedures were ignored and guard rails put in place to ensure it doesn't happen again. While this deal may be the best one we could obtain, questions will always remain because of the perceived veil of secrecy.

Thank you,  
Melissa A Varner, PhD  
Erie resident

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## Meredyth Muth

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**From:** Braun Mincher <braun@braunmincher.com>  
**Sent:** Monday, June 22, 2026 6:15 PM  
**To:** Town Clerk; Debbie Stamp  
**Cc:** Council Mail  
**Subject:** UPDATED: Resident Analysis for June 23 Council Packet — Draco Pad / Erie Mineral Rights  
**Attachments:** ErieMineralAnalysis-Version6\_0-20260622.pdf

**External Email:** Do not click links or open attachments unless you recognize the sender and know the content is safe.

Town Clerk and Council Members,

Following up on my email below, I have now published an updated Version 6.0 of the resident analysis at the same shared link (which is also attached in .PDF format):

<https://bit.ly/3QtBquN>

This updated version was posted at approximately 6:00 pm on June 22 and reflects additional resident feedback, questions, and source information received throughout the day. If there is still time to update the June 23 Council packet, I respectfully request that the Town Clerk include Version 6.0 as the current version and treat it as superseding the version I submitted earlier today.

I have not yet received confirmation that the earlier submission was received or included in the packet. At minimum, I am copying Town Council again here so that each Council member has direct access to the most current version before tomorrow's meeting.

Thank you,

Braun Mincher

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**From:** Braun Mincher  
**Sent:** Monday, June 22, 2026 11:26 AM  
**To:** 'Townclerk@erieco.gov' <Townclerk@erieco.gov>; 'Debbie Stamp' <dstamp@erieco.gov>  
**Cc:** 'Council Mail' <council@erieco.gov>  
**Subject:** CORRECTION: Resident Analysis for June 23 Council Packet — Draco Pad / Erie Mineral Rights  
**Importance:** High

### **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

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**From:** Braun Mincher

**Sent:** Monday, June 22, 2026 11:07 AM

**To:** [Townclerk@erieco.gov](mailto:Townclerk@erieco.gov); Debbie Stamp <[dstamp@erieco.gov](mailto:dstamp@erieco.gov)>

**Cc:** Council Mail <[council@erieco.gov](mailto: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

2520 Cessna Drive

Erie, Colorado 80516

Office: (970) 212-7201

Email: [Braun@BraunMincher.com](mailto:Braun@BraunMincher.com)

# *Independent Erie Resident Analysis*

**Pending Town of Erie Mineral Rights Sale**

**Updated: June 22, 2026 @ 6:00 pm MDT**

*Cover Note from the Author – [Braun Mincher](#)*

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 incomplete 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. Again, I will not engage with uncivil, abusive, or purely argumentative responses as I know that this is already an emotionally charged issue for many in our community.

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](mailto: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 | V6.0 | June 22, 2026 @ 6:00 pm 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 SB24-185 municipal-mineral leverage and existing leased royalties. That leverage is real, because Erie’s qualifying unleased municipal minerals generally cannot be force-pooled without consent. But the public record does not show that this necessarily stops the approved Draco development or 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 is approximately 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

The written-comment deadline for inclusion in the Council packet was noon on June 22, and public comment will still be taken at the June 23 meeting. 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](https://erieco.gov/2657/Draco-Well) and [the Draco FAQ at erieco.gov/m/faq?cat=103](https://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 | V6.0 | June 22, 2026 @ 6:00 pm 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.

An important distinction is that Erie is not now deciding whether the Draco Pad should be approved in the first instance. The Town and affected residents already participated in the original Draco approval process, and the public record reflects that the initial process produced several conditions and mitigations, including timing restrictions, air monitoring, soil-vapor monitoring, traffic measures, County Road 6 paving, and plugging-and-abandonment commitments for existing wells and facilities. But the State/ECMC approval now exists, and the pad remains outside Erie’s siting jurisdiction. The present decision is therefore best understood as a *post-approval leverage* and value-capture question: whether Erie should convert its remaining unleased municipal mineral leverage into the proposed package, or reject the agreement and accept *uncertainty* about what practical protection that leverage still provides.

## June 22 update: what changed (V6.0)

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.

V6.0 refines the prior V5.3 draft without changing its structure or conclusions. It clarifies the timing and payment uncertainty around the Alameda fee; distinguishes operator-specific value from mineral-only bids; expands the discussion of possible “avoid Town minerals” paths under SB24-185 without overstating certainty; adds timing and deal-availability risk language; reframes the recommended public clarifications as items that may be addressed before, during, or after the contract’s 50-plus-15-day diligence period; and adds source/context entries for the December 16, 2025 Town Council special meeting video/transcript and Andrew Sawusch’s public commentary.

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.
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

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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.
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.

Topic	Summary
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.
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.

Confidence	Finding	Why it matters
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, P&A/remediation value, and other contingent value sources.	Affects net-of-fee proceeds; the Town should confirm publicly.

## 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.

Executive sessions are not inherently improper. Colorado law and the Town’s governance framework allow executive sessions for legal advice, real-property negotiations, and negotiating strategy when properly noticed and conducted. That said, lawful executive sessions can still create public-trust problems if the later public explanation is incomplete. The issue is therefore not simply “executive session bad” or “executive session fine,” but whether the Town has now provided enough public explanation of the deal, alternatives, fee structure, and market testing for residents to understand the decision.

**“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 <i>surface</i> 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 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?

The public debate understandably focuses on surface residents, health, safety, and quality-of-life concerns. A complete public-interest analysis also has to recognize that mineral rights are property interests. The Town’s role is therefore not simply to oppose or support an operator, but to weigh surface impacts, resident concerns, Town-owned mineral value, existing lease rights, municipal leverage, and the rights of other affected property-interest holders within the applicable legal framework.

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.
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.

Issue	If approved / closed	If no agreement
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.

Stated more precisely: SB24-185 appears to prevent ECMC from force-pooling Erie’s qualifying unleased municipal mineral interests within Erie’s boundaries after Erie rejects a lease offer. That is meaningful statutory leverage. But leverage is not the same thing as a guaranteed project veto. If Erie does not sell, lease, or voluntarily pool those minerals, the practical question becomes what the operator and ECMC can legally and technically do next — for example, amend a pooling or spacing application, exclude Erie’s minerals, drill around them, abandon some minerals, or otherwise modify the development plan. The public record reviewed here does not yet establish which of those outcomes would occur, how long it would take, or how much it would reduce the project.

Public discussion often treats “avoid Town minerals” as a single outcome, but the practical path may not be singular. Possible paths discussed or implied in the public record and related commentary include: amending the spacing or pooling application to exclude Erie’s unleased minerals; drilling around the excluded mineral areas; drilling through without completing or producing the excluded minerals; abandoning some minerals; or returning to the Town with a revised proposal. The public record does not yet establish which path SM/7N/Extraction would choose, whether ECMC would accept it, how long it would take, or how much it would affect the number, shape, timing, or economics of the Draco wells.

- 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.

What Town minerals remain outside this transaction?

A related open question is how the Draco-area minerals compare to Erie’s broader remaining mineral estate. The current public record reviewed here does not appear to provide a complete Town-wide inventory of Erie-owned minerals by location, formation, depth, lease status, title status, and practical future developability.

The 2.7% figure used in the Town materials appears to refer to Erie’s share of Draco project production, not necessarily to 2.7% of all mineral assets the Town owns. That distinction matters. If the Draco-area unleased minerals represent only a small subset of Erie’s broader mineral estate, the long-term “don’t sell because minerals may be worth more later” argument looks different than if these are among the Town’s last realistically developable mineral interests.

A further unresolved question is whether unleased Town minerals excluded from Draco could realistically be developed later, or whether avoidance by the current operator would strand, isolate, or materially reduce their future value. That question likely requires technical and legal input from the Town, Alameda, SM/7N/Extraction, ECMC, or another qualified mineral/engineering source. It should not be assumed either way from the current public record.

## 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 — including 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.

Alternative path	Best / maximum value shown	Note
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.

A key comparability point: a third-party mineral buyer could offer cash or lease economics, but likely could not provide the same operator-specific consideration as SM/7N/Extraction, such as the 7N land transfer, project-specific production-payment structure, additional P&A commitments, contractual inspection access, surface-control benefits, and related operational commitments. That does not eliminate the need for the underlying bid file, but it helps explain why the SM/7N package is structurally different from a mineral-only sale or lease offer.

### 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 OGD 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. In particular, the public documents do not definitively establish whether Alameda would be paid only as specific value is received, whether a negotiated lump-sum payment could be made at or after closing, or exactly how future contingent value would be treated in practice; the Town should publicly confirm the intended payment timing and whether any payment structure could differ from an “as value is received” approach.

### 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.

The following table is a math illustration, not a confirmed payment schedule. The public documents do not definitively establish whether Alameda would be paid only as specific value is received, whether a negotiated lump-

sum payment could be made at or after closing, or how future contingent value would be treated in practice. The Town should publicly confirm the intended payment timing and whether any payment structure could differ from the “as value is received” illustration below.

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 ( $\$3.144M \div 7.5\%$ ). 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 cap. 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 OGD — for example, a Council vote or official action directing Town staff or another authorized party to take a position contrary to the approved Draco OGD, 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.

The timing issue therefore cuts both ways. Residents understandably want more clarity, but the public record also suggests that delay is not cost-free. If the operator moves to an alternative plan that excludes or avoids Erie’s unleased minerals, the Town may lose the opportunity to convert its current leverage into the negotiated package. The contract’s 50-day inspection period plus possible 15-day extension is relevant because approval would preserve a diligence-and-walk-away window while keeping the package alive, rather than forcing an immediate closing.

#### 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

This history matters because Erie’s role did not begin with the mineral-rights agreement; the current decision comes after the initial Draco approval process, not before it.

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.

Theme	What residents are asking	What the public record says	What remains unresolved
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 alternative ≈ \$13.2M vs the SM/7N package.	Town should explain why leases were declined and compare values on a risk-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	Value depends on Council actually clarifying process,

Theme	What residents are asking	What the public record says	What remains unresolved
		thoughtful and duty-consistent.	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 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.	The practical protection actually gained by a no vote remains the core open question.

## Recommended public clarifications — before, during, and after diligence

The following clarifications would improve public understanding and trust. They are not necessarily all prerequisites to a June 23 vote. Some should be addressed before or during Council’s reconsideration discussion; others could reasonably be answered during the contract’s 50-day inspection period, the possible 15-day extension, the closing process, or through post-approval public reporting. Because approval would begin a diligence-and-walk-away period rather than force an immediate unconditional closing, the practical question is not whether every open item must be fully resolved before a vote, but whether Council has enough information to decide whether entering that diligence period is in Erie’s best interest.

- 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 any Town, consultant, operator, or ECMC map or technical exhibit showing how Draco could be redesigned to avoid Town minerals, including the expected impact on well paths, number of wells, timing, recoverable minerals, and project economics.
- Clarify what Town mineral interests remain outside the proposed transaction, including location, formation, lease status, and whether any excluded or unleased interests would remain practically developable after Draco proceeds.
- 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.
- Confirm whether voter approval is legally required or unavailable for this mineral-rights transaction, including whether Reserved Open Space provisions apply to subsurface mineral interests or only to surface land.
- 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.
- Publish the underlying appraisal or valuation materials for the 158.471 acres, including appraisal type, valuation date, highest-and-best-use assumptions, floodplain/development constraints, environmental assumptions, annexation/planning assumptions, and whether the figure is a full appraisal or another indication of value.
- 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

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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.

A no-deal outcome should also be understood as a timing decision, not merely a request for more discussion. The public record does not establish that the SM/7N package will remain available indefinitely. Because Draco has an existing approval, a finite pre-production timeline, and potential alternative paths if Erie does not sell, lease, or voluntarily pool its unleased minerals, rejecting or delaying the agreement may cause the negotiated package to become unavailable or materially less valuable. That does not mean Council must approve it; it means a no vote should be understood as accepting the risk that the current package of cash, land, contingent revenue, inspection access, additional P&A commitments, and surface-control benefits may not remain on the table.

## Appendix A — Integrated source list

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This V6.0 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 V6.0. The reconciled V6.0 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>****December 16, 2025 Town Council Special Meeting video — Alameda Mineral Advisors engagement / SB24-185 discussion — <https://www.youtube.com/watch?v=GunVVbA7sms>**

Author-provided transcript excerpt of December 16, 2025 Town Council Special Meeting — used to identify relevant discussion of Alameda engagement, SB24-185, and “uncharted territory” comments; video controls.

**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=iI9LORRiXQg>****June 9, 2026 Town Council video (executive-session dispute context) — <https://www.youtube.com/watch?v=Sh-npIjt08>**

## 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](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](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/dracopad-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/>

**Andrew Sawusch — “Erie’s Minerals Sale Agreement - Accept or Not Accept” — public Google Doc / Facebook post, June 22, 2026; used as public commentary/context, not as controlling fact** — <https://docs.google.com/document/d/1Kb0q28zBF72uWACDY21uZpFM6WDcGBAnxEpfyIiTYfs/edit?tab=t.0>

**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.coloradahometownweekly.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 OGD** — <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](mailto:Braun@BraunMincher.com).

*June 22, 2026 | V6.0 — public-facing analysis. Not legal advice; procedure to be confirmed by Town counsel and/or the Town Clerk.*

## Meredyth Muth

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**From:** Ryan Phelps <phelps.rl@gmail.com>  
**Sent:** Tuesday, June 23, 2026 11:06 AM  
**To:** Council Mail  
**Subject:** Concerns Regarding Reconsideration of SM Energy/Civitas Mineral Rights Deal

**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 who lives here with my family, to express serious concern about the process surrounding the proposed SM Energy/Civitas mineral rights deal and the Council's reconsideration of this matter tonight.

Regardless of where each Council member ultimately stands on the sale of the Town's mineral rights, residents deserve a process that is transparent, deliberate, and grounded in complete public information. From what has been shared publicly so far, there appear to be significant unanswered questions about the structure of this deal, the lack of a competitive bidding process, potential conflicts of interest involving consultants or brokers, and the public health, safety, and environmental impacts associated with future oil and gas activity.

I am especially concerned that the Council is reconsidering this matter so quickly after voting not to approve the sale on June 16. A decision of this magnitude should not feel rushed, procedural, or difficult for the public to understand. The Town is considering the sale of public mineral rights that could have long-term consequences for residents, neighborhoods, air quality, water, noise, traffic, emergency response, and the Town's ability to hold operators accountable if harm occurs. The public deserves clear answers before any vote is taken.

Before moving forward, I respectfully ask the Council to publicly answer the following questions:

Why is the Town considering this deal without a clearly documented competitive bidding process?  
What independent analysis has been completed regarding public health, safety, environmental, and financial impacts?

Has the Town fully evaluated the risks of selling its mineral rights versus retaining them?

What role have consultants, brokers, former industry executives, or parties with potential financial interests played in shaping this proposal?

Why should the Town need to sell mineral rights in connection with well plugging obligations that should already be the responsibility of the operator?

If the Town retains its mineral rights, what specific obligations does Civitas still have to avoid, mitigate, or account for impacts to Town-owned minerals?

How will the Town ensure accountability if future operations create adverse impacts for Erie residents?

I urge the Council not to approve or reconsider this transaction until residents have been given full access to the relevant information, independent analysis, and a clear explanation of the public interest

being served. Good governance requires more than technical compliance with procedure. It requires trust, openness, and a willingness to slow down when the community has legitimate unanswered questions.

Please vote no on reconsideration or, at minimum, postpone any further action until the Town has provided a transparent public process, complete documentation, independent health and environmental review, and meaningful opportunity for residents to understand and comment on the proposal.

Thank you for your service and for considering the concerns of Erie residents.

Sincerely,

Ryan Phelps  
Erie Resident

**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](http://www.erieco.gov/CouncilMeeting).

**Full Name** Phil Brink

**City/Town of Residence** Erie

**Your Comment** Members of the Town Council,  
While I am not a fan of fracking, the proposed agreement with 7N/SM Energy offers several upsides that make it worth doing. The receipt of approximately 160 acres of land along County Line Road would enable needed expansion of the Leon Wurl Service Center, provide land for business development as well as affordable housing, and potentially preserve a portion of the parcel on its east side for open space - which would abut existing open space along Coal Creek.

It would provide the Town with an estimated \$17 - 20M in royalty revenue over the life of the project. The Town would also be able to inspect the Draco Pad site on a regular basis - something we could not require in the absence of an agreement.

If the town says no to an agreement, the Draco project will still go forward since it has already been approved by Weld County and the state Energy and Carbon Management Commission.

On balance, I see greater benefit in the proposed agreement than the no action alternative. I do have one suggestion though, and that is that the Town renegotiate the fee structure with the consultant. It appears excessive.

Sincerely,  
Phil Brink

**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](http://www.erieco.gov/CouncilMeeting).

<b>Full Name</b>	Randall Willard
<b>City/Town of Residence</b>	Aurora
<b>Email</b>	rjw41x@gmail.com
<b>Your Comment</b>	The Draco pad and ECMC process is an abomination. Erie does not need more wells, in fact no one in Colorado needs more wells. 5 days out of 7 last week were high ozone days and today was another. How long are we going to experiment on the citizens of our state so that big industry can profit??? It is disgusting that the city of Erie is considering throwing their citizens under the bus, again. Stand up to industry and stand for your citizens. Time to clean up our state from the ills that O&G brings to everyone.

## Meredyth Muth

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**From:** Inp2190@earthlink.net  
**Sent:** Monday, June 22, 2026 8:57 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 lived in Erie since 1998. It's still unclear to me this was approved despite the community's disapproval. Since this is a "done deal" it is imperative that the Town of Erie secure the best possible agreement moving forward. Especially when it comes to plugging the old wells. The 2017 explosion that killed 2 people could have been prevented.

I call on our Town Council to consider the safety, resident concerns, and property values of its residents. I do support a motion to reconsider the Vote on the Agreement when the full Council is in session on June 23, 2026. Please vote YES on the Agreement.

Regards,  
Paul Romano  
2190 Chestnut Circle

## Meredyth Muth

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**From:** Carol Shanahan <carolshanahan220@gmail.com>  
**Sent:** Tuesday, June 23, 2026 11:36 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.

We need to make sure to do what's best for Erie's future. Please do your research. Please do everything you can to make sure you are following correct procedures. I personally am against anything that could harm the environment. I don't believe oil and gas companies are concerned about the environment.

## **Meredyth Muth**

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**From:** ANNELI TAYLOR <annelit@bellsouth.net>  
**Sent:** Monday, June 22, 2026 2:33 PM  
**To:** Council Mail  
**Subject:** Opposition to the vote on selling of 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 in Erie, Colorado, and want to make it known that I oppose the vote about selling of the town's mineral rights. This is a matter that is very clearly controversial in the community and should be voted on by the citizens of the town. Currently, the board has no way of knowing what the majority of the people of the town think of this matter. Forcing a vote about a topic at this stage is at best premature and uninformed and at worst self-serving and not done with the input from, or in the best interest of, the citizens you were elected to represent.

Best regards,  
Anneli Taylor

Sent from my iPhone

## Meredyth Muth

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**From:** Jonathan Wirth <jodywirth@gmail.com>  
**Sent:** Monday, June 22, 2026 2:47 PM  
**To:** Council Mail  
**Subject:** No not sell our mineral rights!!! Shady business

**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 urge you to reject the proposed sale of Erie's municipal mineral rights to SM Energy. Selling these rights gives up valuable legal leverage that helps protect our community, while primarily benefiting an oil and gas company facing a production deadline.

I'm also concerned about the appearance of conflicts of interest and believe plugging old wells should be a basic safety responsibility, not a bargaining chip in negotiations.

Erie has said sustainability is a top priority. Please listen to your residents, conduct this process transparently, and keep these protections in the hands of the community instead of selling them away. Oil companies do not belong in our communities!!

Thank you

Jonathan Wirth

## Meredyth Muth

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**From:** Kimberly Wroblewski <kimberly.wroblewski@gmail.com>  
**Sent:** Tuesday, June 23, 2026 12:08 AM  
**To:** Council Mail  
**Subject:** Please Vote No on the Proposed Mineral Rights Sale

**External Email:** Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mayor and Members of the Town Council,

I am writing to express my strong opposition to the proposed sale of the Town's mineral rights and to urge you to reject this agreement.

What concerns me most is not only the substance of the proposal, but also the process by which it is being advanced.

Last week, the Council voted this matter down. Now, after a public campaign on LinkedIn by an individual who stands to receive millions of dollars if the transaction is approved, the proposal has been brought back for another vote. That sequence of events raises serious questions about whose interests are being served and whether public concerns are receiving the same consideration as private financial interests.

If the Council truly believes this agreement serves the long-term interests of Erie, then residents should not have to discover its details through hurried meetings, limited public outreach, or advocacy campaigns by individuals who stand to benefit financially from its approval. A proposal of this magnitude should withstand extensive public scrutiny and be championed openly, transparently, and on its merits. Instead, the process has left many residents with the impression that decisions are being driven by outside interests and predetermined outcomes rather than by a genuine effort to seek public input and earn public support. That perception is damaging to public confidence and inconsistent with the level of transparency Erie residents have every right to expect from their elected officials.

As elected public officials, your responsibility is to represent the residents of this community. You were elected to protect the long-term interests of Erie families, taxpayers, homeowners, and future generations, not to facilitate the objectives of large corporations or financially interested parties.

There are still numerous unanswered questions surrounding this proposal:

1. • Why is there such urgency to approve a transaction that would permanently dispose of a valuable public asset?
2. • Why has so much of the discussion occurred outside of broad public view, with limited opportunities for meaningful citizen input?

3. • Why was the public largely presented with a binary choice: approve the deal and receive money, or reject it and potentially receive nothing, when there are many other considerations, including health, environmental, financial, and legal risks?
4. • Why has the Town not pursued a fully competitive bidding process to ensure taxpayers receive the highest possible value for these assets?
5. • If these mineral rights are indeed a form of real property, has the Town fully examined whether a supermajority vote is legally required before disposition?
6. • Why is an outright sale being considered rather than a lease arrangement that could preserve options and value for future generations?

I am also troubled by the appearance of conflicts of interest. The consultant advising the Town previously held senior leadership positions within the oil and gas industry, including companies connected to parties involved in this transaction. Regardless of whether any legal conflict exists, the appearance of a conflict is enough to undermine public confidence. A compensation structure that rewards completion of a deal can reasonably cause residents to question whether the advice being provided is truly impartial.

The consultant, Matt Owens, previously served as president of Extraction Oil & Gas and as chief operating officer of Civitas. He also attended the Colorado School of Mines, where our mayor works. While these facts alone do not establish wrongdoing, they underscore the importance of ensuring that the public can have complete confidence in the independence of the advice being provided.

The health and environmental concerns should not be minimized. While industry representatives often emphasize safeguards and regulations, residents are being asked to accept long-term risks beneath their homes, neighborhoods, reservoirs, and community infrastructure. If problems arise years from now, the consequences will be borne by Erie residents, not by consultants, executives, or shareholders.

I would also ask the Council to consider the safety record of SM Energy. Public records show more than 120 violations and millions of dollars in penalties assessed against the company over time. While no company is perfect, this history should give any governing body pause before entering into a permanent transaction involving community-owned assets. Residents deserve confidence that every reasonable precaution has been taken before approving a deal of this magnitude.

Most importantly, this decision is irreversible. Once these mineral rights are sold, they are gone. Future residents and future councils will have no opportunity to revisit that choice.

This proposal has divided the community because many residents believe the process has moved too quickly, with too little transparency and too little public engagement. A decision of this significance deserves more scrutiny, not less.

I respectfully ask you to reject this agreement. At a minimum, postpone any vote until the public has been given a full opportunity to review the details, ask questions, and participate in a transparent discussion about the future of this community.

The people of Erie will remember how this decision was made and who stood up for transparency, accountability, and the long-term interests of the town and the people who love her.

I recognize this message is coming late, but you gave working people with families like me a very narrow window—over a holiday weekend—to provide input on this consequential vote.

I look forward to your no vote later this evening.

Kim Wroblewski (10-year resident of Erie, working mother to two children)

376 Polaris Circle

Erie, CO 80516