



Town of Erie

645 Holbrook Street
Erie, CO 80516

Meeting Agenda

Town Council

Tuesday, August 25, 2026

7:00 PM

Council Chambers

or Immediately Following the Urban Renewal Authority Meeting

Regular Meeting

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

I. Call Meeting to Order and Pledge of Allegiance

II. Roll Call

III. Approval of the Agenda

IV. Consent Agenda

- A. Approval of the August 11, 2026 Town Council Meeting Minutes
- B. 2026-166 A Resolution of the Town Council of the Town of Erie Approving an Interconnection Agreement with United Power, Inc.
- C. 2026-167 A Resolution of the Town Council of the Town of Erie Approving a Fifth Amendment to Agreement for Professional Services with Wenk & Associates, Inc. for the Schofield Farm Concept Design
- D. 2026-168 A Resolution of the Town Council of the Town of Erie Approving a Second Amendment to Construction Contract with Facilities Contracting, LLC, for the Erie Maintenance Storage Facility Expansion Project
- E. 2026-169 A Resolution of the Town Council of the Town of Erie Approving an Agreement for Professional Services with HDR Engineering, Inc. for On-Call General Engineering Consulting Services
- F. 2026-170 A Resolution of the Town Council of the Town of Erie Approving a Second Amendment to Agreement for Professional Services with Felsburg Holt & Ullevig, Inc. for Design Services
- G. 2026-171 A Resolution of the Town Council of the Town of Erie Approving an Intergovernmental Agreement for Tax Increment Revenue with the Town of Erie Urban Renewal Authority for the Colliers Hill Urban Renewal Plan Area
- H. 2026-174 A Resolution of the Town Council of the Town of Erie Approving a Second Amendment to Agreement for Professional Services with Collab Architecture for Design Services for Erie Community Center Renovation and Expansion Project (P25-520)
- I. 2026-173 A Resolution of the Town Council of the Town of Erie Approving the First Amendment to the Intergovernmental Agreement to Establish A Collective Special Weapons and Tactics Team

- J. 2026-172 A Resolution of the Town Council of the Town of Erie Approving a First Amendment to Agreement for Professional Services with Collab Architecture, LLC, for the Feasibility Study for a Future Recreation Campus Project
- K. 2026-175 A Resolution of the Town Council of the Town of Erie Approving a Revocable License Agreement with Young Explorers LLC for Encroachment in the Right-of-Way at 545 Briggs Street
- L. 2026-176 A Resolution of the Town Council of the Town of Erie Accepting Dedications as Shown, on the Erie Heights, Coal Miner Park Minor Play Amendment

V. Public Comment on Non-Agenda and Consent Items Only

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

VI. General Business

- A. 31-2026An Ordinance of the Town Council of the Town of Erie Repealing Ordinance No. 028-2026 Authorizing the Sale of Minerals to 7N, LLC, Accepting the Conveyance of Real Property from 7N, LLC, and Approving Agreements with 7N, LLC, SM Energy Company, and Extraction Oil and Gas, Inc.
- B. Presentation of the 2025 Annual Comprehensive Financial Report and Audit
- C. Northern Integrated Supply Project Presentation by Northern Colorado Water Conservancy District Staff

VII. Council Member Reports and Announcements

VIII. Town Manager Report

IX. Town Attorney Report

X. Executive Session

- A. EXECUTIVE SESSION to discuss specialized details of security arrangements and investigations, specifically regarding cybersecurity protocols and mitigation strategies, pursuant to C.R.S. § 24-6-402(4)(d).

XI. Adjournment

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

Translation Services

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

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



Town of Erie

645 Holbrook Street
Erie, CO 80516

Town Council

Meeting Date: 8/25/2026

File #: 2026-24

Subject:

Approval of the August 11, 2026 Town Council Meeting Minutes

Department: Administrative Services,

Presenter(s): Debbie Stamp, Town Clerk

Time Estimate: 0

Fiscal Summary:

Cost as Recommended:

Balance Available:

Fund:

Line Item Number:

New Appropriation Required:

Policy Issues:

Town Council must approve its meeting minutes.

Staff Recommendation:

Approve the minutes from the August 11, 2026 Town Council meeting.

Summary/Key Points:

N/A

Background of Subject Matter:

N/A

Attachments:

1. Minutes



Town of Erie

645 Holbrook Street
Erie, CO 80516

Meeting Minutes

Town Council

Tuesday, August 11, 2026

6:30 PM

Regular Meeting

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

I. Call Meeting to Order and Pledge of Allegiance

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

II. Roll Call

III. Approval of the Agenda

Mayor Pro Tem Brandon Bell made a motion to approve the Agenda. Council Member John Mortellaro seconded the motion. The motion passed by the following vote at 06:31 PM

Ayes 7 - John Mortellaro, Anil Pesaramelli, Andrew Moore, Brandon Bell, Emily Baer, Dan Hoback, Brian O'Connor

Noes 0 - None

IV. Consent Agenda

Council Member John Mortellaro made a motion to approve the Consent Agenda. Mayor Pro Tem Brandon Bell seconded the motion. The motion passed by the following vote at 06:33 PM

Ayes 7 - Anil Pesaramelli, Brian O'Connor, Andrew Moore, Dan Hoback, John Mortellaro, Emily Baer, Brandon Bell

Noes 0 - None

A. Approval of the June 9, 2026 Town Council Meeting Minutes

B. Approval of the July 14, 2026 Town Council Meeting Minutes

C. Approval of the July 28, 2026 Town Council Meeting Minutes

D. A Resolution of the Town Council of the Town of Erie Approving an Agreement for Professional Services with Burns & McDonnell Engineering Company, Inc. for the Zone 2 Water Systems Improvements Project

E. A Resolution of the Town Council of the Town of Erie Approving an Agreement for Professional Services with Burns & McDonnell Engineering Company, Inc. for the Zone 2 Water Storage Tank and Pump Station

F. A Resolution of the Town Council of the Town of Erie Approving an Intergovernmental Agreement with Weld County for Town Participation in Community Development Block Grant Urban County Program

- G. A Resolution of the Town Council of the Town of Erie Authorizing the Assignment of the Town's Private Activity Bond Allocation for 2026 to the Housing Authority of the City and County of Broomfield, Colorado d/b/a Broomfield Housing Alliance, Approving an Assignment of Allocation, and Providing Other Details in Connection Therewith
- H. A Resolution of the Town Council of the Town of Erie Approving a Maintenance Agreement with Colliers Hill Build to Rent, LLC, for Tracts A – T, Colliers Hill Filing No. 4H
- I. A Resolution of the Town Council of the Town of Erie Approving an Intergovernmental Agreement with Boulder County for the November 3, 2026, Coordinated Election
- J. A Resolution of the Town Council of the Town of Erie Approving an Intergovernmental Agreement with Weld County for the November 3, 2026, Coordinated Election
- K. A Resolution of the Town Council of the Town of Erie Approving a Second Amendment to Construction Contract with RCD Construction, Inc. for the Vista Ridge Ponds A19 and A20
- L. An Ordinance of the Town Council of the Town of Erie Granting an Easement to United Power, Inc. and Approving the Associated Easement Agreement
- M. A Resolution of the Town Council of the Town of Erie Approving a Professional Services Agreement with ICON Engineering, Inc. for Pre-Design and Design Services Related to the County Line Road Improvements - Telleen Ave to Erie Parkway

V. Public Comment on Non-Agenda and Consent Items Only

With no one signed up to speak in person or online virtually, Mayor Moore opened and closed Public Comment at 6:33 p.m.

VI. General Business

- A. A Resolution of the Town Council of the Town of Erie, Colorado, Submitting to the Electorate of the Town of Erie at the November 3, 2026, Coordinated Election A Certain Question Authorizing the Issuance of Debt and the Increase of Sales and Use Taxes for the Purposes Described in the Ballot Question
Luke Bolinger, Director of Parks and Recreation, Gabi Rae, Director of Communications & Community Engagement, and Sara Sands, Director of Finance, presented the item at 6:35 p.m.

Council Member Mortellaro made a motion to approve Resolution 2026-153 using the 0.40% tax rate. Motion died for lack of a second.

Council Member Emily Baer made a motion to approve Resolution 2026-163 using the 0.501% tax rate. Mayor Pro Tem Brandon Bell seconded the motion. The motion passed by the following vote at 06:54 PM

Ayes 7 - Dan Hoback, Emily Baer, Andrew Moore, Brandon Bell, John Mortellaro, Anil Pesaramelli, Brian O'Connor
Noes 0 - None

- B. A Resolution of the Town Council of the Town of Erie, Colorado, Submitting to the Electorate of the Town of Erie at the November 3, 2026, Coordinated Election A Certain Question Authorizing A New Lodging Tax for the Purposes Described in the Ballot

Question

Gabi Rae, Director of Communications & Community Engagement, and Sara Sands, Director of Finance presented the item at 6:55 p.m.

Mayor Pro Tem Brandon Bell made a motion to approve Resolution 2026-164. Council Member Dan Hoback seconded the motion. The motion passed by the following vote at 06:58 PM

Ayes 7 - Emily Baer, John Mortellaro, Andrew Moore, Dan Hoback, Brandon Bell, Brian O'Connor, Anil Pesaramelli
Noes 0 - None

C. Impact Fee Process Update

Sara Sands, Director of Finance, introduced the item at 6:59 p.m.

Carson Bise, President TischlerBise, presented the item at 7:01 p.m.

VII. Council Member Reports and Announcements

Council Members spoke about National Night Out and thanked the Police Department and Town staff for their efforts. Members discussed the STAC meeting last week; a housing webinar where the 21st Century ROAD to Housing Act by Congress was discussed. Residents were asked to remember to watch out for kids as they head back to school. The Maximus Monroe Foundation is holding a car show on Friday, August 14, 3:00 PM – 6:00 p.m. at Erie High School; Mayor Pro Tem Bell and Representative Woog plan on attending. Free mulch is now available at the Town's recycling center. Boulder County approved the renaming of Isabelle Road from 287 east to Town as Erie Parkway.

VIII. Town Manager Report

Meredyth Muth, Interim Town Manager, said the recruitment to fill the Town Manager position has begun; the Town will be accepting applications through the end of August.

IX. Town Attorney Report

Breena Meng, Town Attorney, had nothing to report.

X. Executive Session

Mayor Pro Tem Brandon Bell made a motion to go into Executive Session. Council Member Brian O'Connor seconded the motion. The motion passed by the following vote at 07:50 PM
Ayes 7 - Brian O'Connor, Emily Baer, Dan Hoback, Anil Pesaramelli, Andrew Moore, John Mortellaro, Brandon Bell

Noes 0 - None

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

- A. EXECUTIVE SESSION to determine positions relative to matters that are subject to negotiations, instruct negotiators, and receive legal advice pursuant to C.R.S. § 24-6-402(4)(a), (b), and (e) related to the acquisition of real property for the construction of the Coal Creek Channel Restoration project

XI. Adjournment

Approved _____
Mayor

Attest _____
Town Clerk



Town of Erie

645 Holbrook Street
Erie, CO 80516

Town Council

Meeting Date: 8/25/2026

File #: 2026-111

Subject:

A Resolution of the Town Council of the Town of Erie Approving an Interconnection Agreement with United Power, Inc.

Department: Utilities,
Public Works

Presenter(s): Todd Fessenden, Utilities Director
Chad Alexander, Facilities Manager
David Pasic, Public Works Director

Time Estimate: 0 minutes

Fiscal Summary:

Cost as Recommended: \$25,000
Balance Available: \$3,937,310.17
Fund: Wastewater
Line Item Number: 510-75-110-605000-247013
New Appropriation Required: No

Policy Issues:

Interconnection agreements must be reviewed and approved by Council.

Staff Recommendation:

Approve the Resolution

Summary/Key Points:

- The Town is constructing a floating solar photovoltaic array at the North Water Reclamation Facility (NWRf) that will be complete in August 2026.
- When complete, the Photovoltaic Array at the North Water Reclamation Facility (NWRf) must interconnect to, and operate in parallel with, a United Power, Inc. (UP) distribution facility.

- The interconnection Agreement outlines the Terms and Conditions for the Town's solar, including the responsibilities of both the Interconnector (the Town) and the Utility Cooperative (UP).

Background of Subject Matter:

In May 2023, the Town of Erie entered into a Colorado Energy Office Energy Performance Contract with Iconergy Ltd.

In June 2025, the Town amended the Energy Performance Contract with Iconergy Ltd (Now Iconergy CEG Solutions) to include construction of a 1.2 MW Floating Solar system at the North Water Reclamation Facility (NWRF).

The agreement before Council for approval is a required interconnection agreement with United Power for the NWRF solar array. This agreement has been reviewed by Town staff and the Town Attorney's office and contains mutually agreed-to terms and conditions for both the Interconnector (the Town) and the Cooperative (United Power).

Attachments:

1. Resolution 2026-166
2. Interconnection Agreement

**Town of Erie
Resolution No. 2026-166**

**A Resolution of the Town Council of the Town of Erie Approving an
Interconnection Agreement with United Power, Inc.**

Whereas, the Town of Erie ("Town") is constructing a floating solar photovoltaic (PV) array project at the North Water Reclamation Facility; and

Whereas, the solar array must interconnect to, and operate in parallel with, a United Power, Inc. ("UP") distribution facility; and

Whereas, the Town and UP desire to enter into an Interconnection Agreement to establish the terms and conditions under which the Town's solar array will interconnect to, and operate in parallel with, UP's distribution system.

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

Section 1. The Interconnection Agreement ("Agreement") between the Town of Erie and United Power, Inc. is hereby approved in substantially the form attached hereto, subject to final approval of the Town Attorney. Upon such approval, the Mayor is authorized to execute the Agreement on behalf of the Town.

Adopted this 25th day of August, 2026.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk



Your Touchstone Energy® Cooperative 

COVER PAGE

Interconnection Agreement

(Generation Facilities Greater Than 25 kW)

Cooperative

United Power, Inc.
500 Cooperative Way
Brighton, CO 80603

Interconnector

Town of Erie
PO Box 750
Erie, CO 80516-0750

Agreement Number

PSR20260034

Agreement Effective Date

The date of signature by the authorized representatives of both Parties.

Agreement Expiration Date

Upon termination in accordance with the terms and conditions of this Agreement.

Agreement Purpose

For the Interconnector's Generation Facility to interconnect to, and operate in parallel with, the Cooperative Distribution System.

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AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION OF GENERATION FACILITIES LARGER THAN 25 kW

This Agreement for Interconnection and Parallel Operation of Generation Facilities Larger than 25kW (the “Agreement”) is entered into by and between United Power, Inc., a Colorado cooperative association (the “Cooperative”), and the Town of Erie, a Colorado municipal corporation (the “Interconnector”) as of the Effective Date.

RECITALS

WHEREAS, the Interconnector is proposing to design, construct, own, operate, and maintain a Generation Facility, consistent with the Interconnection Application completed by Interconnector on September 25, 2025; and

WHEREAS, the Interconnector desires that its Generation Facility interconnect to, and operate in parallel with, the Cooperative Distribution System; and

WHEREAS, the Parties desire to (a) describe the facilities to interconnect the Generation Facility to, and operate it in parallel with, the Cooperative Distribution System; and (b) establish the respective obligations and rights of the Parties with respect to the procurement, construction, installation, ownership, operation, and maintenance of such facilities.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the Parties hereby agree as follows:

AGREEMENT

I. SCOPE OF AGREEMENT AND LIMITATIONS

- A. This Agreement governs the terms and conditions under which the Interconnector’s Generation Facility will interconnect to, and operate in parallel with, the Cooperative Distribution System.
- B. This Agreement does not constitute an agreement for the provision of electric service. Electric service shall be provided for separately, pursuant to the terms and conditions of the Cooperative’s Electric Tariffs. Nothing in this Agreement shall be construed to amend, modify, supersede, limit, or otherwise affect the terms and effects of the Electric Utility Franchise Agreement between the Town of Erie and United Power, Inc., dated March 29, 2010, as amended, renewed, extended, or replaced from time to time.
- C. This Agreement does not constitute an agreement to purchase the Interconnector’s power. Any other services that the Interconnector may require from the Cooperative shall be provided for separately, pursuant to the terms and conditions of the Cooperative’s Electric Tariffs, separate agreements, or both.
- D. Capitalized terms used in this Agreement have the meanings assigned to them in Exhibit A, unless otherwise noted herein.

II. RESPONSIBILITIES OF THE PARTIES

A. Interconnector General Requirements; Compliance with All Applicable Authorities

The Interconnector shall, at the Interconnector's sole risk and expense, design, construct, own, operate, and maintain the Generation Facility, Interconnection Facilities, and all constituent equipment in accordance with the terms and conditions of this Agreement, as well as all other applicable requirements and authorities pertaining to the interconnection and parallel operation of the Generation Facility and Interconnection Facilities, including, but not limited to, all applicable Laws, Codes and Standards, Electric Tariffs, Interconnection Procedures and Technical Requirements, Good Utility Practices, and Reliability Requirements set forth in Exhibit E. In the event of a conflict between any of the foregoing, the Order of Precedence procedures established in Section VI.N shall control the order of precedence.

B. Interconnection Service

The Cooperative shall provide Interconnection Service for the Generation Facility in accordance with the terms and conditions of this Agreement and all applicable requirements and authorities listed in Section II.A, until such time this Agreement is terminated in accordance with Section III.B of this Agreement.

C. Cost Responsibility

1. The Interconnector shall pay for all costs associated with the interconnection and intended parallel operation of the Generation Facility in accordance with the terms and conditions contained herein.
2. Costs that are estimable as of the Effective Date of this Agreement are identified in Exhibit C. The Parties acknowledge that (i) the Cooperative has made its best efforts to provide a reasonable estimate of such costs based on information available to it as of the Effective Date, including, but not limited to, supply chain market analyses of anticipated market conditions, labor rates, and material availability based on the Interconnector's project construction schedule, (ii) actual costs may be different than the estimated amount, and (iii) all actual costs are still the responsibility of the Interconnector.
3. After payment of the deposit contemplated under Section II.D.1 and prior to commencing construction of any Cooperative Facilities, the Cooperative may update the cost estimate set forth in Exhibit C as necessary to reflect its then-current best estimates based on available information. Upon any such revision, the Interconnector shall pay to the Cooperative an additional deposit equal to the full amount of any increase in such cost estimate, and the Cooperative shall have no obligation to commence construction of the Cooperative Facilities until it has received such payment.
4. The Interconnector shall reimburse the Cooperative for all costs that the Cooperative incurs under this Agreement, including, but not limited to, any costs incurred in relation to design, construction, ownership, operation, maintenance, or modification of the

Metering Equipment, Interconnection Facilities, Cooperative Facilities, or any constituent equipment of the foregoing.

D. Payment

1. The Cooperative shall bill the Interconnector for the full amount of the cost estimate set forth in Exhibit C ("Cost Estimate"). The Cost Estimate reflects an estimate of the costs to be incurred by the Cooperative under this Agreement as set forth in Section II.C., including, but not limited to, work performed by the Cooperative pertaining to labor for design, right-of-way, survey construction, inspection and as-built design; plant investment fees, permitting, easements, or crossing agreements; and all associated material that is required. The Cooperative shall not be obligated to perform any Interconnection Services under this Agreement until the Cooperative has received such payment from the Interconnector. The Interconnector's obligation under this Agreement shall not exceed \$25,000.00. If the Town's monetary obligation under this Agreement will exceed \$25,000.00, this Agreement must be amended by the mutual written consent of both parties to increase the contract amount. Any amendment that increases the contract amount must be approved by the Town in accordance with the ordinances and policies in effect at the time of the amendment. If, at any time, United Power reasonably anticipates that the Interconnector's total payment obligation is likely to exceed \$25,000, United Power shall have no obligation to continue performing the Interconnection Services or any other obligation under this Agreement that would result in additional costs until the parties have executed an amendment increasing the contract amount and the Town has obtained all required approvals.
2. If it is determined that Interconnector has paid funds which are greater or less than the actual costs incurred, the Cooperative shall endeavor to make the appropriate adjustments and either refund the Interconnector or send the Interconnector an invoice for the outstanding amount within ninety (90) calendar days after the date when Interconnector has completed all requirements set forth in the Interconnection Procedures and Technical Requirements to the satisfaction of the Cooperative, including, but not limited to, all required inspection(s) and Cooperative approval(s). The Cooperative, in its sole discretion, reserves the right to extend the ninety (90) day adjustment period as reasonably necessary, including, but not limited to, performance of inspections and associated reviews, labor and material reconciliations, and reviews of refund, overage, and other costs, or any associated review and reconciliation processes. The Interconnector shall pay the Cooperative the invoiced amount in full within thirty (30) calendar days of the invoice date.
3. After the date of the Generation Facility's initial interconnection to the Cooperative Distribution System, the Cooperative shall invoice the Interconnector for costs incurred by the Cooperative as a result of any performance of its obligations or exercise of its rights under this Agreement and which the Interconnector is responsible to pay pursuant to this Agreement. The Interconnector shall make payment to the Cooperative within thirty (30) calendar days of the invoice date.

E. Generation Facility and Equipment Design and Construction

1. At its sole expense, the Interconnector shall design, procure, construct, and install the Generation Facility, the Interconnection Facilities, and all constituent equipment and appurtenances needed to interconnect the Generation Facility with the Cooperative Distribution System. A description and one-line diagram of the Generation Facilities is attached as Exhibit B hereto. The Interconnection Facilities are described in Attachment C.2 hereto.
 - a. Notwithstanding the foregoing, if deemed necessary by the Cooperative after evaluating the Interconnector's designs, plans, or specifications, the Cooperative may design, construct, own, operate, and maintain Cooperative Facilities. The Interconnector agrees that it is responsible for, and shall reimburse the Cooperative, in full, for all actual costs incurred by the Cooperative in connection with the Cooperative Facilities. The Cooperative Facilities, as applicable, will be described in Attachment C.3 hereto.
2. The Interconnector shall be solely responsible for ensuring that the Generation Facility, the Interconnection Facilities, and all constituent equipment needed to interconnect the Generation Facility with the Cooperative Distribution System are designed, constructed, and installed in a safe and reliable condition and are compliant with all applicable requirements set forth in this Agreement, including, but not limited to, obtaining all reviews and approvals from the Cooperative as required by the Interconnection Procedures and Technical Requirements.

F. Land Rights

The Interconnector shall, at its sole expense, be solely responsible for obtaining, maintaining, and complying with all easements, licenses, accesses, rights of way, and other property rights necessary to construct, install, own, operate, and maintain the Interconnection Facilities and all constituent equipment, or as otherwise necessary for the Parties to perform their respective obligations under this Agreement. Prior to the commencement of construction, Interconnector shall provide to the Cooperative documentation evidencing the foregoing.

G. Permits and Approvals

The Interconnector shall, at its sole expense, be responsible for obtaining, maintaining, and complying with all permits, reviews, approvals, and authorizations from any governmental body or agency required to construct, operate, own, or maintain the Interconnection Facilities and all constituent equipment, or as otherwise necessary for the Party to perform their respective obligations under this Agreement. Prior to the commencement of construction, Interconnector shall provide to the Cooperative documentation evidencing the foregoing.

H. Right of Access

The Interconnector shall grant the Cooperative the right of ingress to and egress from the Interconnector's Premises, at all times, for the following: (i) any purpose related to furnishing or receiving electric energy, including, but not limited to, installation, inspection, and maintenance; (ii) in order to exercise any and all rights secured to the Cooperative by Law, this Agreement, or the Electric Tariffs; or (iii) to remove Cooperative-owned equipment upon termination of this Agreement. While on the Interconnector's Premises, the Cooperative shall abide by the

Interconnector's safety rules and regulations, to the extent such rules do not conflict with the safety requirements of any Laws, Codes and Standards, or Cooperative safety rules or procedures.

I. System Protection Facilities

1. The Interconnector shall, at its sole expense, procure, install, own, operate, and maintain all System Protection Facilities necessary to protect persons and property and to minimize adverse effects to the Cooperative Distribution System, including such protective and regulating devices as required by the applicable authorities and requirements set forth in Section II.A of this Agreement.
2. Notwithstanding the foregoing, the Cooperative reserves the right to procure and install System Protection Facilities on any Cooperative Facilities, at the Interconnector's cost, whenever the Cooperative, in its sole discretion, deems such equipment necessary. Prior to installing any such System Protection Facilities on Cooperative Facilities, the Cooperative shall provide the Interconnector with at least thirty (30) days' advance written notice and shall include the estimated costs of such System Protection Facilities. The Parties shall consult, develop plans, and coordinate schedules of activities so as to minimize disruption of the Generation Facility and the Cooperative Distribution System.
3. The Cooperative reserves the right to modify its System Protective Facilities requirements at any time in conformance with Good Utility Practice, Electrical Tariffs, Interconnection Procedures, Interconnection Procedures and Technical Requirements, or as necessary to comply with applicable Laws or Codes and Standards.

J. Operation and Maintenance and Control of the Generation Facility

1. Except as otherwise explicitly provided for in this Agreement, the Interconnector shall, at its sole expense, own, control, operate, and maintain the Generation Facility and Interconnection Facilities in a safe and reliable manner, and in accordance with all manufacturer's recommendations and applicable authorities and requirements set forth in Section II.A of this Agreement.
2. Subject to the terms and conditions of this Agreement, the Interconnector may operate the Generation Facility in parallel and in synchronization with the electric power and energy provided by the Cooperative to Interconnector as an auxiliary or supplement to such electric power and energy and may use the output of the Generation Facility to meet the requirements of Interconnector's electric consuming facilities located on the Interconnector's Premises.

K. Modifications

1. The Parties may undertake modifications to existing facilities as the result of any changes to the following:
 - a. The output, design, or operation of the Generation Facility;
 - b. The applicable authorities and requirements set forth in Section II.A;
 - c. The Interconnector's Premises (such as additional generators or the addition of energy storage); or
 - d. The Cooperative Distribution System.

2. Any proposed changes to the Interconnector's Generation Facility construction plans, including, but not limited to, site, plans, and schedules, must be provided by the Interconnector to the Cooperative prior to commencing work on any such changes.
3. Prior to undertaking any modifications, the Parties shall consult, develop plans, and coordinate schedules of activities so as to minimize disruption of the Generation Facility and the Cooperative Distribution System. The cost of such modifications shall be borne by the Interconnector, unless mutually agreed upon by the Parties otherwise. The ownership, operation, and maintenance responsibilities for any such modifications shall be consistent with the responsibilities allocated in this Agreement. The Cooperative reserves the right to evaluate modifications in accordance with the Interconnection Procedures and Technical Requirements.

L. Testing; Inspection

1. The Interconnector shall perform commissioning testing of the Generation Facility in accordance with all Applicable Authorities and Requirements. The Interconnector shall provide the Cooperative with at least five (5) Business Days' prior written notice of such testing. The Interconnector shall allow one (1) or more representatives of the Cooperative to witness the tests and shall reimburse the Cooperative for actual costs incurred in witnessing such tests. The Cooperative may waive its right to witness such tests without prejudice to any other rights set forth in this Agreement.
 - a. The Cooperative reserves the right to determine, in its sole discretion, whether the commissioning tests are satisfactory. If the Cooperative waives its right to witness the commissioning tests, or if such tests are deemed satisfactory, the Cooperative shall provide the Interconnector with an operational approval letter within three (3) Business Days after notification that the commissioning tests have been successfully completed.
2. The Interconnector shall, at its sole expense, inspect the Generation Facility and Interconnection Facilities in accordance with all applicable operational and reliability criteria, protocols, directives, and applicable authorities and requirements set forth in Section II.A of this Agreement.
3. The Cooperative reserves the right, upon reasonable notice to Interconnector, to (i) observe the Interconnector's tests and inspections of System Protective Facilities; (ii) review the settings of the Interconnector's System Protective Facilities, and/or (iii) review the Interconnector's maintenance records relative to the System Protective Facilities. The Cooperative's exercise or non-exercise of the foregoing rights shall not be construed as an endorsement or confirmation of any aspect, feature, or condition of the System Protective Facilities or the operation thereof, nor as a warranty as to the fitness, safety, desirability, or reliability of the same.

M. Disconnection

1. The Cooperative shall have the right to disconnect, or to require the Interconnector to disconnect, the Generation Facility for so long as reasonably necessary in the event of one or more of the following:
 - a. If necessary for routine maintenance, construction, or repair with five (5) business days' prior notice to the Interconnector;

- b. If necessary to prevent disruption or deterioration of service to other customers, or prevent damage to the Cooperative Distribution System, in which case, the Interconnector shall promptly remedy the adverse operating effect giving rise to the Cooperative's decision to disconnect;
 - c. In response to an unauthorized modification that has the potential to affect the Cooperative Distribution System;
 - d. In the event of an Emergency, in which case, the Parties shall follow the procedures set forth in Section II.N of this Agreement; or
 - e. Upon termination of this Agreement.
2. In no event shall the Cooperative be liable for any loss, cost, claim, injury, liability, expense, or other damages, including any indirect, special, consequential, or punitive damages for disconnection of the Generation Facility in accordance with the terms and conditions of this Agreement.

N. Emergencies

- 1. The Interconnector agrees to comply with all applicable procedures with respect to Emergencies, including all applicable authorities and requirements set forth in Section II.A of this Agreement.
- 2. In the event of an Emergency, the Cooperative may immediately, and without prior notice, suspend Interconnection Service and disconnect, or require the Interconnector to disconnect if, in Cooperative's sole opinion, an Emergency exists and disconnection is necessary to prevent, avoid, or mitigate injury, danger, damage, or loss.
- 3. The Interconnector shall disconnect the Generation Facility immediately if an Emergency exists and immediate disconnection is necessary to prevent, avoid, or mitigate injury, danger, damage, or loss. The Interconnector shall notify the Cooperative promptly when it becomes aware of an Emergency that may reasonably be expected to affect the Cooperative Distribution System. Such notification shall describe the facts of the Emergency, the extent of the damage or deficiency, its anticipated duration, and the necessary corrective action.
- 4. The Cooperative reserves the right to operate the Generation Facility in the event of an emergency affecting the reliability of the Cooperative Distribution System.

O. Metering

If the Cooperative determines that existing Metering Equipment located at the Interconnector's Premises is insufficient, the Cooperative may procure and install Metering Equipment to meter the Cooperative's electric service to the Interconnector and the electrical output of the Generation Facility. Specifically, if the Cooperative determines that placement of an additional meter is required to ensure it receives the needed quality of billing data, the costs of such meter and its installation will be billed to and paid by the Interconnector. In accordance with all applicable Electric Tariffs, the Cooperative shall own, operate, and maintain the Metering Equipment. All costs associated with the purchase, installation, ownership, operation, maintenance, and modification of Metering Equipment shall be the responsibility of the Interconnector. Metering Equipment shall be located in an accessible, protected, and satisfactory location, as deemed reasonably appropriate by the Cooperative. Prior to installing

Metering Equipment pursuant to this subsection, the Cooperative shall provide 30 days' advance written notice to the Interconnector. Metering Equipment anticipated to be procured under this Agreement and Metering Equipment Costs that are estimable as of the Effective Date of this Agreement are identified in Exhibit C.

P. Renewable Energy Certificates

The Parties acknowledge and agree that the Cooperative shall have the sole right and title to the Renewable Energy Credits associated with production at the Generation Facility during the Term (as defined in Section III.A) of this Agreement ("RECs"). The Interconnector represents and warrants that it has good and marketable title to the RECs, that it has the legal right to grant ownership and title of the RECs to the Cooperative, and that the RECs are free and clear from all liens, claims, security interests encumbrances, and other defects of title. The Cooperative shall have the right to use the RECs for any purpose. The Cooperative may sell or assign the RECs to third parties, without compensation to the Interconnector or liability to the Cooperative. As needed, and subject to all legal requirements of the Home Rule Charter for the Town of Erie and the Erie Municipal Code, the Interconnector will cooperate with the Cooperative in completing and executing the appropriate documentation and agreements required to register, manage, or track the RECs from the Generation Facility. The Cooperative reserves the right to require the Interconnector to install equipment needed for purposes related to managing and/or tracking the RECs.

The Cooperative shall be entitled to such RECs upon interconnection of that equipment, until such time as the Cooperative is notified in writing of the sale or grant of such RECs to a third party, subject to the Cooperative's first right of refusal.

III. TERM AND TERMINATION

A. Term

The term of this Agreement begins on the Effective Date and shall remain in effect until terminated in accordance with Section III.B of this Agreement (the "Term").

B. Termination

1. This Agreement shall remain in effect until terminated:
 - a. At any time by the mutual written and properly executed agreement of the Parties.
 - b. By the Interconnector with sixty (60) days prior written notice to the Cooperative.
 - c. By the Cooperative and in accordance with Section III.C of this Agreement in the event of the Interconnector's failure to remedy a breach.
 - d. Upon the Generation Facility's permanent removal from service or non-operation for any consecutive twelve (12) month period.
2. Upon termination, the Generation Facility shall be disconnected from the Cooperative Distribution System and all rights to services provided hereunder shall cease. Notwithstanding the foregoing, this Agreement shall continue in effect after termination to the extent necessary to allow or require either Party to fulfill rights or obligations that arose under the Agreement.

C. Breach

1. In the event that the Interconnector's breach of the terms and conditions of this Agreement results in the non-performance of or inability to fully perform this Agreement, the liabilities arising from such breach shall be borne by the Interconnector.
2. The Cooperative shall provide written notice of breach to the Interconnector within thirty (30) days of the alleged breach. Within five (5) business days after receipt of the notice of breach, the Interconnector shall provide the Cooperative with a written proposal for curing the breach, including specific actions, timelines, and allocation of responsibilities among the Interconnector and any subcontractors. The Interconnector's proposal must be reasonably acceptable to the Cooperative. If the Interconnector's proposal is not approved by the Cooperative, or not implemented as approved by the Cooperative, then the Cooperative may pursue other available contractual remedies, including termination.
3. In the event of a breach by the Interconnector and failure to remedy in accordance with Paragraph 2 of this Section III.C, the Cooperative may immediately terminate this entire Agreement or any part of this Agreement. The Interconnector shall continue its performance of this Agreement to the extent not terminated. Upon termination, the Interconnector shall perform its obligations under this Agreement in a timely, reasonable manner and protect the Cooperative's assets, property, and equipment in its possession in which the Cooperative has an interest. Such termination shall not affect the Parties' rights and obligations to pay money for transactions occurring prior to termination.
4. Each of the Parties acknowledges and agrees that, in the event of any breach of any covenant or agreement contained in this Agreement by the Interconnector, money damages may be inadequate with respect to any such breach and the Cooperative may have no adequate remedy at law. It is accordingly agreed that the Cooperative shall be entitled, in addition to any other remedy to which it may be entitled at law or in equity, to seek injunctive relief or to compel specific performance to prevent breaches by the Interconnector of any covenant or agreement contained in this Agreement.

IV. INDEMNIFICATION AND LIMIT OF LIABILITY

A. Indemnity

Reserved.

B. Approval Not a Warranty

Review by the Cooperative of Interconnector's specifications, plans, or designs, or of any changes or modifications thereto, shall not be construed as confirming or endorsing the foregoing, nor as implying any warranty of safety or durability of the Generation Facility, or any other warranty. Furthermore, the Cooperative shall not, by reason of review or failure to review, be responsible for strength, quality, details of design, operation and maintenance practices, adequacy, or capacity of the Generation Facility, Interconnection Facilities, or any constituent equipment, nor shall the Cooperative's acceptance be deemed to be a Cooperative endorsement of the foregoing. The Cooperative shall not be responsible for any of the foregoing equipment's specified or expected performance, service, warranty, or other guarantees. The Cooperative provides no guarantees of reliable function during a grid outage.

C. Limitations of Liability

1. Liability arising out of the sole and exclusive acts or negligence of the Cooperative, its officers, agents, or employees shall be the responsibility of the Cooperative.
2. THE COOPERATIVE SHALL NOT BE LIABLE TO THE INTERCONNECTOR FOR ANY SPECIAL CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

V. INSURANCE

A. Interconnector Insurance Requirements

The Interconnector shall secure, purchase, and maintain, at its own expense, the following types of insurance coverage and limits of liability during the term of the Interconnection Agreement:

a. Inverter-based Generating Facilities

- 1) For systems with nameplate ratings of one (1) MW or less, the Interconnector is not required to maintain or keep in effect liability insurance.
- 2) For systems above one (1) MW and up to five (5) MW, liability insurance with a combined single limit for bodily injury and property damage of not less than One Million Dollars (\$1,000,000) for each occurrence.
- 3) For systems above five (5) MW, liability insurance with a combined single limit for bodily injury and property damage of not less than Two Million Dollars (\$2,000,000) for each occurrence.
- 4) For systems over one (1) MW, the policy shall provide that written notice be given to the Cooperative at least thirty (30) days prior to any cancellation or reduction of any coverage. Such liability insurance shall provide, by endorsement to the policy, that the Cooperative shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for the payment of premium of such insurance.
- 5) Certificates of Insurance evidencing the requisite coverage and provision(s) shall be furnished to the Cooperative prior to the date of interconnection of the Generation Facility. The Cooperative shall be permitted to periodically obtain proof of current insurance coverage from the Interconnector in order to verify proper liability insurance coverage. Interconnector will not be allowed to commence or continue interconnected operations unless evidence is provided that satisfactory insurance coverage is in effect at all times.

b. Non-inverter-based Systems

- 1) For systems of fifty (50) kW or less, the Interconnector is not required to maintain or keep in effect liability insurance.
- 2) For systems above fifty (50) kW and up to five hundred (500) kW, liability insurance with a combined single limit for bodily injury and property damage of not less than Five Hundred Thousand Dollars (\$500,000) for each occurrence.

- 3) For systems above five hundred (500) kW and up to two (2) MW, liability insurance with a combined single limit for bodily injury and property damage of not less than One Million Dollars (\$1,000,000) for each occurrence.
- 4) For systems above two (2) MW and up to five (5) MW, liability insurance with a combined single limit for bodily injury and property damage of not less than Two Million Dollars (\$2,000,000) for each occurrence.
- 5) For systems above five (5) MW, liability insurance with a combined single limit for bodily injury and property damage of not less than Three Million Dollars (\$3,000,000) for each occurrence.

B. Additional Insured

- i. The Cooperative shall be named as an additional insured to the insurance policy and the policy shall provide that written notice be given to the Cooperative at least thirty (30) days prior to any cancellation or reduction of any coverage. Such liability insurance shall provide that the Cooperative shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for the payment of premium of such insurance.
- ii. Certificates of Insurance evidencing the requisite coverage and provision(s) shall be furnished to the Cooperative prior to the date of interconnection of the Generation Facility. The Cooperative shall be permitted to periodically obtain proof of current insurance coverage from the Interconnector in order to verify proper liability insurance coverage. Interconnectors will not be allowed to commence or continue interconnected operations unless evidence is provided that satisfactory insurance coverage is in effect at all times.
- iii. Colorado governmental entities that self-insure against liability in amounts above those required herein for interconnection resources up to 2 MW or to the replacement value of the interconnection resource for those interconnection resource above 2 MW, shall not be required to purchase additional insurance or to add United Power as an additional insured to any policy, nor shall they be obligated to indemnify the Cooperative, though they shall be liable for any negligent or intentional act or omission of the municipality, its employees, contractors, subcontractors, or agents.

VI. MISCELLANEOUS

A. Force Majeure.

Except with respect to payment obligations under this Agreement, notwithstanding anything to the contrary contained in this Agreement, neither Party shall be considered in breach of this Agreement, nor shall it be liable to the other Party for any delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, acts of war, insurrection, terrorism, civil unrest, shortage of supply, breakdowns or malfunctions, interruptions or malfunction of computer facilities, labor disturbance, fire, storm or flood, or any order, regulation, or restriction imposed by a governmental, military, or lawfully established civilian authority ("Force Majeure Event"). Notwithstanding the foregoing, in the event of such an occurrence, each Party agrees to make a good faith effort to perform its obligations under this Agreement. The Party affected by a Force Majeure Event shall promptly provide the other Party with notice of the occurrence at the earliest

possible opportunity, and such notice must specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the affected Party is taking to mitigate the effects of the event on its performance. The Parties shall work together to evaluate and reasonably adjust any timelines or other provisions, as necessary.

B. Notices and Representatives

All notices required or permitted to be provided under this Agreement shall be in writing to the individual(s) identified below by either (i) hand delivery, (ii) certified mail, (iii) overnight courier, or (iv) as an email with a read receipt requested and a responsive email confirming receipt. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice to:

Interconnector

Town of Erie
Attn: Chad Alexander
150 Bonnell Ave.
Erie, CO 80516
calexander@erieco.gov
(305) 591-4164

Copy to:

Iconergy LTD
Attn: John Sellers
1905 Sherman St., Ste. 1040
Denver, CO 80203
jsellers@iconergy.com

Town of Erie
Attn: Town Attorney
PO Box 750
Erie, CO 80516
eschaefer@erieco.gov

Town of Erie
Attn: Town Manager
PO Box 750
Erie, CO 80516
contactus@erieco.gov

Cooperative

United Power, Inc.
Attn: Kevin Kildow
500 Cooperative Way
Brighton, CO 80603
KKildow@unitedpower.com

Copy to:

United Power, Inc.
Attn: David Graham
500 Cooperative Way
Brighton, CO 80603
DGraham@unitedpower.com

United Power, Inc.
Attn: Legal
500 Cooperative Way
Brighton, CO 80603
jdrew@unitedpower.com

C. Assignment

The Interconnector shall not assign this Agreement or, except as specified herein, delegate its duties under this Agreement without the prior written consent of the Cooperative. This Agreement shall survive transfer of ownership of the Generation Facility to a new owner when the new owner agrees in writing to comply with the terms of the agreement and so notifies United Power.

D. Non-Waiver

Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

E. Jurisdiction and Disputes

1. The Parties hereby agree that the Laws of the State of Colorado shall govern this Agreement, and all suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado. All legal claims arising from this Agreement shall be brought in the State Courts located in Adams County, Colorado, or the Federal Courts located in Denver, Colorado.
2. In the event of any claim, controversy or dispute between the Parties arising out of or relating to or in connection with this Agreement, the Interconnector may deliver to the Cooperative a notice of the dispute with a detailed written explanation of the basis for such dispute. The Cooperative shall assemble an internal Dispute Review Committee, which shall in good faith endeavor to resolve the dispute to the satisfaction of each Party within the thirty (30) day period following receipt of the dispute notice in good-faith efforts to determine a resolution to the satisfaction of each Party. In the event a dispute is not resolved by the expiration of the thirty (30) day period, then the Interconnector may pursue any legal remedy available to it in accordance with this Agreement.

F. Amendment

This Agreement may not be amended, except by the mutual written and properly executed agreement of the Parties.

G. Entire Agreement

This Agreement, including all attachments, exhibits, and appendices, constitutes the entire Agreement between the Parties concerning the subject matter addressed in this Agreement and supersedes all prior negotiations, representations, understandings, or agreements concerning the subject matter hereof.

H. Confidentiality

1. The Interconnector is a public entity subject to the Colorado Open Records Act, C.R.S. § 24-72-201, *et seq.* (“CORA”), and this Agreement and any related documents are subject to public disclosure under CORA. To the extent permitted by CORA, the Interconnector shall maintain the confidentiality of all Confidential Information provided by the Cooperative to the Interconnector in connection with this Agreement. Such Confidential Information shall not be divulged to a third party except with the prior written consent of the Cooperative or as compelled by law. In the event the Interconnector receives legal process compelling it to make disclosure of Confidential Information, the Interconnector will immediately notify the Cooperative prior to making any disclosure of Confidential Information and will allow the Cooperative to take the necessary steps to prevent disclosure, which may include the Cooperative seeking a court order to prevent disclosure.

2. Confidential Information shall not be distributed or sold to any third party or used by the Interconnector or its agents except as authorized by this Agreement or as approved in writing by the Cooperative. The Interconnector shall provide and maintain a secure environment that ensures confidentiality of all Cooperative Confidential Information wherever located. Neither the Interconnector nor its agents shall retain Confidential Information except as permitted in this Agreement or approved in writing by the Cooperative.

I. Intellectual Property

1. Any documents, reports, patents, copyrights, work in progress, and all data gathered or developed by the Interconnector prior to this Agreement shall remain the property of the Interconnector.
2. The Interconnector hereby acknowledges that the performance of its obligations under this Agreement will not violate or infringe any copyright, patent, trade secret, trademark, trade name, right of privacy, or any other proprietary or other right of any person.

J. No Partnership

Nothing herein shall be construed to create the relationship of partners, principal and agent, or joint-venture partners between the Parties.

K. Records

The Interconnector shall maintain accurate and complete records and books of account adequate to evidence compliance with this Agreement in accordance with sound accounting principles. Said books and records shall present all costs and expenses utilized either directly or indirectly in computing any charges to the Cooperative under this Agreement. Upon thirty (30) days' written notice, the Interconnector shall afford the Cooperative's auditors access to all records and books of account to determine whether the Interconnector is in compliance with the provisions of this Agreement. The Interconnector shall require that all its subcontractors and suppliers also comply with this paragraph. The Interconnector shall make its records and books of account available during the term of this Agreement and for a period of three (3) years thereafter.

L. Equal Employment Opportunity

1. The Interconnector shall abide by the requirements imposed by Executive Order 11246, as amended, and rules and regulations of the Secretary of Labor as set forth in 41 C.F.R. §§ 60-1 through 60-741.
2. The Cooperative provides equal employment opportunities to all employees and applicants for employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, or any other characteristic or status protected by Law, and complies with applicable federal, state, and local Laws governing nondiscrimination in employment in every location in which the Cooperative has facilities.

M. Binding Effect

This Agreement is binding upon and inures to the benefit of the successors and assigns of the Cooperative and the successors, assigns, heirs and personal representatives of the Interconnector.

N. Order of Precedence

1. The Interconnector shall inform the Cooperative in writing if it believes that its obligations under this Agreement are affected by a potential conflict or inconsistency between the terms and conditions of this Agreement, including any exhibits incorporated herein, and any authority or requirement incorporated by reference herein. In such case, the Interconnector shall make such notice to the Cooperative prior to proceeding with any work affected thereby. Any related work performed by the Interconnector is at its sole risk, unless authorized by the Cooperative.
2. The Cooperative shall promptly review the matter to determine whether a conflict exists and, if so, the corrective action to be taken. In the event the Interconnector disagrees with the determination of the Cooperative, such dispute shall be determined in accordance with Section VI.E of this Agreement.

O. Survival

The following sections will survive the termination of this Agreement:

1. Sections II.C, D, H, and M; and
2. Sections III.B and C; and
3. Section IV; and
4. Sections VI.A, B, D, E, H, I, K, M, N, O, and P.

P. Exhibits

Exhibits A through E attached hereto are incorporated herein and made part of this Agreement by this reference.

Q. Severability

If any clause, or portion of a clause, in this Agreement is found to be invalid or unenforceable, it shall be regarded as stricken from this Agreement, while the remainder of this Agreement continues to be in full effect. Notwithstanding the foregoing, if it is possible, the Parties shall endeavor to modify any invalid or unenforceable clause to show the Parties' original intent.

R. Government Immunity

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

S. Subject to Annual Appropriation

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

T. Electronic Signatures

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

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date written below.

INTERCONNECTOR Town of Erie	COOPERATIVE United Power, Inc.
Signature	Signature
Andrew J. Moore	Jan Kulmann
Print Name	Print Name
Mayor	Senior Vice President & Chief Operating Officer
Print Title	Print Title
Date	Effective Date

Attest:

Debbie Stamp, Town Clerk

EXHIBIT A

DEFINITIONS

The following terms shall have the meanings set forth herein:

- A. “Codes and Standards” collectively, means all applicable reliability, safety, and engineering codes and standards, including, but not limited to, those provided by NERC or WECC, or by the National Electrical Safety Code, American National Standards Institute, Institute of Electrical and Electronic Engineers, National Electrical Code, and Underwriter’s Laboratory, all of which are hereby incorporated and made part of this Agreement by reference.
- B. “Confidential Information” means all material, non-public, business-related information, written or oral, regardless of whether it is marked that it is disclosed or made available to the receiving Party, directly or indirectly, through any means of communication or observation.
- C. “Cooperative Distribution System” means all electric distribution facilities and equipment owned or controlled by the Cooperative on the Cooperative’s side of the Point of Interconnection, as well as all Cooperative Facilities.
- D. “Cooperative Facilities” means facilities and/or equipment required and installed, owned, operated, and maintained by the Cooperative for the intended safe interconnection and parallel operation of the Interconnectors’ System, including, but not limited to, any necessary modifications to the Cooperative Distribution System. This equipment, described in Exhibit C of this Agreement, is deemed by the Cooperative to be appurtenant and/or incidental to the Interconnector’s Generation Facility and Interconnection Facilities and will be located at the Interconnector’s Premises.
- E. “Effective Date” means the date of signature by the authorized representatives of both Parties and is the date on which this Agreement is valid and enforceable.
- F. “Electric Tariffs” collectively, means the Cooperative’s tariffs, rates, and rules and regulations, which are hereby incorporated and made part of this Agreement by reference.
- G. “Emergency” means a condition or situation that:
 - 1. In the judgment of the Cooperative or the Interconnector is imminently likely to endanger life or property; or
 - 2. In the sole judgment of Cooperative is imminently likely to adversely affect or impair the Cooperative Distribution System or the electrical or transmission systems of others to which the Cooperative Distribution System is directly or indirectly connected, or is likely to interrupt or materially interfere with the provision of electric service to other customers; or
 - 3. In the judgment of the Cooperative or the Interconnector is imminently likely to adversely affect or impair the Generation Facility.
- H. “Generation Facility” means the Interconnector’s electric generating unit(s), controls, relays, switches, breakers, transformers, inverters and associated wiring and cables up to the Point of

Interconnection, the output of which is approximately 1 MW in the aggregate, as more specifically depicted in Exhibit B herein.

- I. “Good Utility Practice” means any of the practices, methods, and acts engaged in or approved by a significant proportion of the electric utility industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at the lowest reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be a spectrum of acceptable practices, methods, or acts generally accepted in the region.
- J. “Interconnection Facilities” means all facilities and equipment between the Generation Facility and the Point of Interconnection, including modifications, additions, or upgrades that are necessary to physically and electrically interconnect the Generation Facility to the Cooperative Distribution System, including System Protection Facilities, as more specifically depicted in Exhibit C herein. Interconnection Facilities are sole use facilities dedicated to the interconnection of the Generation Facility.
- K. “Interconnector’s Premises” means the premises owned or controlled by the Interconnector upon which the Generation Facility will operate as further described in Exhibit C.
- L. “Interconnection Service” means the services provided by the Cooperative associated with interconnecting the Generation Facility with the Cooperative Distribution System in accordance with the terms and conditions of this Agreement.
- M. “Law” or “Laws” collectively, means all laws, statutes, ordinances, rules, regulations, codes, standards, guidance, permits, or other legally enforceable requirements of any governmental authority having jurisdiction over the Generation Facility, Interconnection Facilities, Interconnection Services, or this Agreement, which are hereby incorporated and made part of this Agreement by reference.
- N. “Metering Equipment” means the meter or meters currently installed at, or to be installed at, the Point of Interconnection.
- O. “Nameplate Capacity” means the total nameplate capacity rating of all the generating units included in the Generation Facility. For this definition the “standby” and/or maximum rated kW capacity on the nameplate shall be used.
- P. “NERC” means the North American Electric Reliability Corporation.
- Q. “Party” means the Cooperative or the Interconnector, and “Parties” means both the Cooperative and the Interconnector.
- R. “Point of Interconnection” means the point or points where the Interconnection Facilities interconnect with the Cooperative Distribution System, as more particularly identified in Exhibit C herein.
- S. “Renewable Energy Credits” means any and all environmental characteristics that are attributable to the Generation Facility, including credits towards achieving local, national, or international renewable portfolio standards; renewable energy certificates; green tags, environmental attributes; offsets and allowances; emissions reductions; and any and all other green energy or other environmental benefits associated with production at the Generation

Facility (regardless of how any present or future law or regulation attributes or allocates such characteristics).

- T. “Special Technical Requirements” means any additional, supplemental, and/or superseding technical requirements that are specifically developed or required by the Cooperative, as more particularly described in Exhibit D herein, in relation to the Interconnector’s Premises, Generation Facility, Interconnection Facilities, and/or constituent equipment.
- U. “System Protection Facilities” means the equipment required to protect (a) the Cooperative Distribution System, the systems of others directly or indirectly connected to the Cooperative Distribution System, including, without limitation, the transmission system of Transmission Owner, and the Cooperative’s customers from faults or other electrical disturbances occurring at the Generation Facility or otherwise on the Interconnector’s side of the Point of Interconnection, and (b) the Generation Facility from faults or other electrical disturbances occurring on the Cooperative Distribution System or on the systems of others to which the Cooperative Distribution System is directly or indirectly connected, including, without limitation, the transmission system of the Transmission Owner.
- V. “Interconnection Procedures and Technical Requirements” means the Cooperative’s Generation Interconnection Procedures document, Interconnection Technical Requirements document, and all applicable appendices, which are hereby incorporated and made part of this Agreement by reference, as they may be amended by the Cooperative from time-to-time. “Technical Requirements” also includes any Special Technical Requirements set forth in Exhibit D, as they may be amended by the Cooperative from time-to-time.
- W. “Transmission Owner” means the entity owning transmission facilities to which the Cooperative Distribution System is interconnected, and its successors and assigns.
- X. “Transmission Provider” means the entity providing transmission service through facilities owned by the Transmission Owner, and its successors and assigns.
- Y. “WECC” means the Western Electricity Coordinating Council.

EXHIBIT B
GENERATION FACILITY DESCRIPTION AND ONE-LINE DIAGRAM

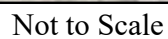


EXHIBIT C
FACILITIES SPECIFICATIONS AND COST ESTIMATES

Description of Interconnector's Premises

Facility Name: North Water Reclamation Facility ("NWRf Site")

Facility Address: 201 State Hwy 52, Erie, CO 80516

Physical Location of Facility: Northeast section of reclaimed water pond at NWRf Site

Description of Point of Interconnection

The Point of Interconnection is described in the Point of Interconnection Drawing in Attachment C.1 which is incorporated herein and made a part of this Exhibit C.

Interconnection Facilities

An equipment list for the Interconnection Facilities to be constructed by the Interconnector are shown in Attachment C.2, which is incorporated herein and made a part of this Exhibit C.

Cooperative Facilities

Cooperative Facilities to be constructed by the Cooperative are identified as an equipment list for the Cooperative Facilities, as further described in Attachment C.3, which is incorporated herein and made a part of this Exhibit C.

Promptly following execution of the Agreement, the Interconnector shall provide the Cooperative with its most-current project construction schedule and coordinate in good faith with the Cooperative to establish a mutually agreed-upon date for construction of the Cooperative Facilities ("Cooperative Facility Construction Date"). The Interconnector shall promptly notify the Cooperative of any actual or anticipated changes that may affect the Cooperative Facility Start Date as soon as such changes become known to the Interconnector, and the Parties shall coordinate in good faith to establish a revised Cooperative Facility Start Date.

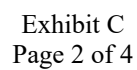
The Interconnector acknowledges that any delay or failure in establishing the Cooperative Facility Construction Date, or any change thereto, may result in project delays and increased costs, including, but not limited to, delayed approvals, increased labor and material costs, and impacts to labor and material availability.

Cost Estimate

The Interconnector and the Cooperative hereby acknowledge and agree that the cost listed below is only an estimate and that the Interconnector hereby agrees to and shall reimburse the Cooperative for all actual costs, including any applicable taxes, in accordance with the terms and conditions of the Agreement.

The estimated cost is identified in the detailed cost breakdown shown in Attachment C.3, which is incorporated herein and made a part of this Exhibit C.

Not to Scale



ATTACHMENT C.2

Equipment List for Facilities to be constructed by the Interconnector

BILL OF MATERIALS				
ITEM	MAKE	MODEL	DESCRIPTION	QUANTITY
INVERTER	CPS	SCH100KTL-DO/US-480	100kW, 480V 3-PHASE	10
PV MODULE	RISEN ENERGY CO.	RSM 120-8-595BMDG	595 W BIFACIAL PV MODULE	2,016
COMBINER	TBD	TBD	1500V, 200A, 8 INPUT	10
SWITCHBOARD	ABB	RG-GM-CBSB-CTO	480V, 1600A, 3PH, 4W, 65 kAIC, NEMA 3R	1
UTILITY PRODUCTION METER	TBD	TBD	UTILITY CT METERING	1
DAS	TBD	N/A	DATA ACQUISITION EQUIPMENT ASSEMBLY	1
PV DISCONNECT	BOLTSWITCH	VLB449-N	480V, 1600A, 3PH, 4W, 100 kAIC, NEMA 3R W/ GROUND FAULT PROTECTION AND ARC ENERGY REDUCTION	1

ATTACHMENT C.3

Cooperative Equipment List & Cost Estimates

The Interconnector acknowledges that the cost estimates in the table below reflect the Cooperative's best estimates as of the Effective Date of this Agreement. The Interconnector further acknowledges that, as provided in Section II.C of the Agreement, (i) actual costs may differ from the cost estimate set forth herein, (ii) at any time after the Interconnector pays the deposit for the cost estimate set forth herein and before the Cooperative commences construction of the Cooperative Facilities, the Cooperative may update the cost estimate set forth in this Attachment C.3 to reflect its then-current best estimates; upon any such revision, the Interconnector shall pay the Cooperative an additional deposit equal to the full amount of any increase in the cost estimate, subject to the procedures set forth in Section II.D.1 of the Agreement; and (iii) the Interconnector remains responsible for all actual costs in accordance with the terms and conditions of the Agreement.

Cooperative Equipment List & Cost Estimates			
Unit	Quantity	Estimated Equipment and Installation Costs	Line Total
9S Advanced Metering Infrastructure Meter	1	\$6,500.00	\$6,500.00
CT Metering Fee			\$3,000.00
Miscellaneous			\$3,900.00
Indirect Labor			\$6,500.00
Total Estimated Cost: \$19,900.00			

EXHIBIT D

SPECIAL TECHNICAL REQUIREMENTS

Except as otherwise explicitly provided herein, the requirements set forth in this Exhibit D shall control in the event of a potential conflict or inconsistency between a Special Technical Requirement and a more general Technical Requirement. The Interconnector may request that the Cooperative resolve any such potential conflict or inconsistency in accordance with the procedures established in Section VI.N of the Interconnection Agreement.

A. *Reserved.*

EXHIBIT E

RELIABILITY REQUIREMENTS

- A. Any requirements of the North American Electric Reliability Corporation (“NERC”), Federal Energy Regulatory Commission (“FERC”), Western Electric Coordinating Council (“WECC”), Southwest Power Pool (“SPP”), the Cooperative and/or any other recognized reliability for the Interconnector’s Generation Facilities shall be the sole responsibility of the Interconnector. The Reliability Requirements set forth in this Exhibit E are in addition to and shall not diminish or otherwise affect any other obligation set forth in this Agreement.
- B. Reliability requirements given by the Cooperative or any reliability entity to the Interconnector are expected to be complied with; if the Interconnector is unable to comply with the reliability requirements given, Interconnector shall inform the reliability entity as soon as possible.
- C. The Interconnector shall, at its sole expense, develop or cause to be developed a model of its Generation Facilities for use by reliability entities. The model of the Generation Facilities shall be provided to the Cooperative as soon as possible, but no later than one (1) month from the signing of this Agreement. The model shall be provided in a currently relevant format used by transmission entities, such as either GE PSLF or Siemens PSSE formats; if the Interconnector intends to develop or cause to be developed a model of the Generation Facilities in a different format, the Interconnector will inform the Cooperative and obtain written approval for the revised format.



Town of Erie

645 Holbrook Street
Erie, CO 80516

Town Council

Meeting Date: 8/25/2026

File #: 2026-112

Subject:

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

Department: Parks & Recreation,

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

Time Estimate: 0

Fiscal Summary:

Cost as Recommended: \$131,815
Balance Available: \$768,971.17
Fund: Parks Improvement Impact Fund
Line Item Number: 320-50-110-605000-100200
New Appropriation Required: No

Policy Issues:

This amendment modifies an existing professional services agreement with Wenk Associates and, therefore, requires Town Council approval.

Staff Recommendation:

Approve the Resolution.

Summary/Key Points:

- The amendment adds design and construction administration services for Phase 2, Package B of the Schofield Farm Site Improvements project.
- The work advances the Town's phased implementation of the Council-approved 2018 site development plan and builds on completed investments, historic

preservation grants, a Land & Water Conservation Fund grant, and Phase 2, Package A site improvements.

Background of Subject Matter:

In 2018, the then Board of Trustees (now Town Council) approved a site development plan for the Schofield Farm Open Space. The development of the plan included substantial public outreach, research on similar sites, interviews with former residents of the farm, and site analysis. This process created a framework to develop the site into a unique cultural and recreational resource for the benefit of the residents of the Town of Erie and visitors. Since 2018, staff have been working on a phased approach to gradually improve the site:

- Historic Structures Assessment (State Historical Fund Grant)
- Interim Grading & Utility Installation Project (Partial State Historical Fund Grant)
- Farmhouse Rehabilitation (Partial State Historical Fund Grant)
- Concept Design & Design Development of the Site Improvements
- Phase 2, Package A of the Site Improvements (Partial Land & Water Conservation Fund Grant)
- Large Barn & Loafing Shed Rehabilitation (Partial State Historical Fund Grant)
- Restroom & Brooder House Deconstruction & Reconstruction into Site Restrooms
- Phase 2, Package B of the Site Improvements

Funding for the entire project is a mixture of approved funds, including the Parks Improvement Impact Fund, Trails and Natural Areas Fund, and the Tree Impact Fund. The Town is leveraging these funds with State Historical Fund grants and Land and Water Conservation Fund grants. The first phase of site improvements are complete, and the second phase will begin this summer.

Staff engaged with Wenk Associates for landscape architectural services through a competitive RFP process. Wenk Associates completed the Concept Design, Design Development documents, Phase 2, Package A Construction Drawings, and is in the process of completing Phase 2, Package B Construction Drawings. Wenk Associates manages a project design team involving structural and civil engineers, electrical engineers, irrigation designers, geotechnical engineers, biologists, and landscape architects who assist with the project throughout design and construction. This amendment will provide continued construction observation and design services for Package B of the site improvements which are scheduled for completion in the fall of 2027.

Attachments:

1. Resolution 2026-167
2. Wenk Associates Amendment 5
3. Wenk Associates Amendment 4
4. Wenk Associates Amendment 3
5. Wenk Associates Amendment 2
6. Wenk Associates Amendment 1
7. Wenk Associates Original PSA

**Town of Erie
Resolution No. 2026-167**

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

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

Whereas, on November 25, 2024, September 23, 2025, December 9, 2025, and January 13, 2026, the Parties amended the Agreement, and wish to amend the agreement again.

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

Section 1. The Fifth Amendment to Agreement for Services with Wenk & Associates, Inc. is hereby approved in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Fourth Amendment on behalf of the Town.

Adopted this 25th day of August, 2026.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Fifth Amendment to Agreement for Services
(Schofield Farm Concept Design)

This Fifth Amendment to Agreement for General Services (the "Amendment") is made and entered into this ____ day of August, 2026 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipality with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and Wenk & Associates, Inc., an independent contractor with a principal place of business at 1130 31st Street, Suite 101, Denver, CO 80205 ("Contractor") (each a "Party" and collectively the "Parties").

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

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

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

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

Whereas, on January 13, 2026, the Parties amended the Agreement to add additional services and change the amount of compensation ("Fourth Amendment"); and

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

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

1. Scope of Work. Exhibit A-1 to the Agreement is hereby added to the Agreement and includes additional scope of work for tasks, fees, and deliverables:

Exhibit A-1: Scope of Services

Construction Observation Services for Site Improvements Package B

2. Compensation: Section III of the Agreement is hereby amended to increase the compensation by an additional \$131,315.

Original Contract	\$385,247
First Amendment	\$ 14,350

Second Amendment	\$ 5,100
Third Amendment	\$135,530
Fourth Amendment	\$ 5,870
Fifth Amendment	\$ 131,815
Contract Total	\$ 677,912

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

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

Town of Erie, Colorado

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Contractor

Signed by:
By: Neale Horst
82240C41B2E1449...
Its: President

Exhibit A-1 Scope of Services

Construction Observation Services for Site Improvements Package B

Contractor's Duties

During the term of this Agreement, Contractor shall perform the following services:

Task 1: Schedule Extension & Add Alternate 100 CDs Package:

Wenk Associates' scope for Schedule Extension & Add Alternate 100% Construction Document Package includes:

- Add Alternate design and sheets for 100% Construction Document Submittal: With direction from the Town, the project team has adjusted the 100% Construction Documents to show additional plan sheets to describe based bid and add alternate scope items.
- Grading & Erosion Control Permit Set
- Schedule Extension and Additional Coordination Efforts: The design schedule has extended beyond the original planned completion date of May 2026 due to unforeseen complexity in the site design process driven by extended review times, coordination with the design and construction teams on the building restoration projects, and project budget fluctuations.

Wenk Associates' fee for the above services is \$32,400.

JVA Engineering's scope for Schedule Extension & Resubmittal of 100% Construction Documents includes:

- Grading & Erosion Control Permit Set
- Structural design for relocated granary foundation slab (mat slab or pier foundation).
- Schedule Extension and Additional Coordination Efforts

JVA's fee for the above services is \$7,200.

EnLighten Engineering's scope for Schedule Extension & Resubmittal of 100% Construction Documents includes:

- Add alternate design and sheets for 100% Construction Documents.
- Schedule Extension and Additional Coordination Efforts

EnLighten's fee for the above services is \$2,890.

Hydrosystems' scope for Schedule Extension & Resubmittal of 100% Construction Documents includes:

- Add alternate design and sheets for 100% Construction Documents.
- Schedule Extension and Additional Coordination Efforts

Hydrosystem's fee for the above services is \$500.

Total team fee for Schedule Extension, Add Alternates Addition, and Resubmittal of 100% Construction Documents, all consultants: \$42,990

Task 2: Construction Observation:

Wenk Associates' scope for Construction Observation includes:

- Attend (1) preconstruction meeting.
 - Attend up to (50) regular weekly construction meetings (assuming a 12-month construction period). We are assuming Meeting Agendas and Meeting Notes are prepared by the Contractor.
 - Attend/Conduct up to (35) site visits, with field reports as required (assuming a 12-month construction period).
 - Answer Contractor's requests for information (RFI's)
 - Review submittals, samples, and mock-ups.
 - Attend site walks and prepare punchlists for Substantial Completion. Substantial Completion is assumed to imply occupancy-ready conditions for hardscape elements and architecture, and adequate completion to begin planting warranty on trees/vegetation. We are assuming separate substantial completion walks and punchlists for the following elements (2 walks/punch lists total):
 1. Hardscape, Utilities, and Grading (concrete flatwork, cast-in place concrete, crusher fines paving, flagstone pavers, asphalt paving, curbs, walls, utilities, and ponds); and Site Elements (furnishings, trash enclosure, fencing, and gates).
 2. Planting
 - Attend site walks and prepare punchlists for Final Completion. Completion is assumed to imply requirements of the Construction Documents, as well as RFI's and ASI's issued during construction, are complete and ready for turnover to the Owner. We are assuming separate Final Completion walks and punchlists for the following elements (1 walks/punch lists total):
 1. Hardscape, Utilities, and Grading (concrete flatwork, cast-in place concrete, crusher fines paving, flagstone pavers, asphalt paving, curbs, walls, utilities, and ponds); and Site Elements (furnishings, trash enclosure, fencing, and gates).
 2. Planting
 - Coordinate the scope items of our sub consultants. All dialogue between the Contractor and our sub consultants shall be coordinated through Wenk Associates.
- Wenk Associates' fee for the above services is \$61,385, including reimbursable expenses for mileage and printing.

JVA Inc.'s Civil Engineering scope for Construction Observation includes:

- Attend up to (3) construction meetings.
 - Attend up to (3) site visits, with field reports as required.
 - Answer Contractor's requests for information (RFI's)
 - Review submittals and shop drawings pertaining to Civil scope items.
 - (1) Substantial Completion walk with punchlist for Civil scope items.
 - (1) Final Completion walk with punchlist for Civil scope items.
 - Prepare as-built record drawings based on redlines provided by the Contractor.
- JVA's Civil Engineering fee for the above services is \$14,000.

JVA Inc.'s Structural Engineering scope for Construction Observation includes:

- Answer Contractor's requests for information (RFI's)
 - Review shop drawings and submittals pertaining to Structural scope items.
 - Provide Conformance Letter for structural calculations prepared by the Contractor.
- JVA's Structural Engineering fee for the above services is \$2,000.

EnLighten Engineering's scope for Construction Observation includes:

- Attend (1) site visit for Electrical scope items.
 - Answer Contractor's requests for information (RFI's)
 - Review shop drawings, submittals, samples, and mock-ups pertaining to Electrical scope items.
 - (1) Substantial Completion walk with punchlist.
 - (1) Final Completion walk with punchlist.
 - Prepare as-built drawings based on contractor's redlines.
- EnLighten's fee for the above services is \$7,940.

Hydrosystems KDI's scope for Construction Observation includes:

- Attend (1) site visit for Irrigation scope items.
 - Answer Contractor's requests for information (RFI's)
 - Review submittals, samples, and mock-ups pertaining to Irrigation items.
 - (1) Substantial Completion walk with punchlist.
 - (1) Final Completion walk with punchlist.
 - Prepare as-built drawings based on contractor's redlines.
- Hydrosystems KDI's fee for the above services is \$1,500.

Rocksol Consulting Group's scope for Construction Observation includes:

- Answer Contractor's requests for information (RFI's)
 - Assist Wenk Associates with completion of Substantial and Final Completion punch lists where geotechnical/materials assistance is needed.
- Rocksol's fee for the above services is \$2,000.

Total team fee for Construction Observation, all consultants: \$88,825.

Total additional services fee (task 1 plus task 2): \$131,815.

Tasks not included (Exclusions):

- Additional breakout of Add-Alternate items beyond those preliminarily described in the 90% CD package.
- Construction Surveying/Construction Staking.
- Title Company, Utility Company, Agency and Processing Fees.
- Groundwater Mitigation planning.
- Any fees required for reviews, reviewing agencies, site access for survey, environmental and geotechnical work, and for development permitting.
- Laboratory analysis or testing, including materials testing for quality control (assumed by Contractor).
- Additional land survey, legal descriptions, or mapping.

- Additional soils and geotechnical testing or exploration.
- Pedestrian, vehicular, and bicycle detour plans.
- Sound studies.
- Grade certification of as-built drawings.
- Construction Meeting Notes (assumed to be provided by the Contractor).
- Additional supporting graphics for marketing, public outreach, construction fences etc. are not included, but may be provided for an agreed upon additional fee.
- As built landscape drawings.

Assumptions:

- Adequate and timely access to the site to conduct assessments and reviews will be provided by the Town and the Contractor.
- It is assumed that the subject property does not present conditions that are hazardous to the health and safety of consulting team staff. The presence of visible or unknown hazards or contamination may be sufficient cause to stop work immediately and request direction from the Town.
- Attendance at meetings beyond those specified in this letter may be subject to additional fees as approved by the Town.
- Extensions to the construction schedule beyond the 12-month assumed duration requiring an extension of services to match may be subject to additional fees as approved by the Town.
- If the project is broken into phases for construction, additional fees may be required.
- The Town of Erie directed the design team to complete final as-built drawings at the end of Package B construction in lieu of two as-built sets (an interim condition set after completion of Package A construction and final as-builts after project completion). The fee for as-built drawings included in Amendment 3 for Package A CO was reappropriated to cover the cost of ongoing coordination efforts and additional ASI packages at the direction of the Town of Erie. Therefore, fee for final as-built drawings has been included in this amendment.

Fourth Amendment to Agreement for Services

This Fourth Amendment to Agreement for General Services (the "Amendment") is made and entered into this 13th day of January, 2026 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipality with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and Wenk & Associates, Inc., an independent contractor with a principal place of business at 1130 31st Street, Suite 101, Denver, CO 80205 ("Contractor") (each a "Party" and collectively the "Parties").

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

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

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

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

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

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

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

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

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

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

Fourth Amendment \$ 5,870

Contract Total \$546,097

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

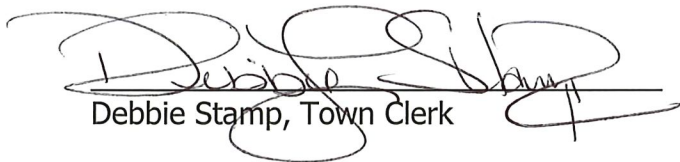
In Witness Whereof, the Parties have executed this First Amendment as of the Effective Date.

Town of Erie, Colorado



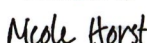
Andrew J. Moore, Mayor

Attest:



Debbie Stamp, Town Clerk

Contractor

DocuSigned by:

82249C41B2E1419...

State of Colorado)
) ss.
County of _____)

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

My commission expires:

(Seal)

Notary Public

Third Amendment to Agreement for Professional Services
(Schofield Farms Concept Design and Construction Drawings)

This Third Amendment to Agreement for Professional Services (the "Third Amendment") is made and entered into this 9th day of December, 2025 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipality with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and Wenk Associates, Inc., an independent contractor with a principal place of business at 1130 31st Street, Suite 101, Denver, CO 80205 ("Consultant") (each a "Party" and collectively the "Parties").

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

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

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

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

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

1. Scope of Services. Exhibit A of the Agreement is hereby amended by the inclusion of additional scope of work to Phase 2, Package A: Trailhead, Drainage, Trails, & Waypoints, as follows:

Task 6: Resubmittal of 100% Construction Documents:

- Establish Project phasing adjustments for Erie Lake Dam Improvements.
- Coordinate and resubmit 100% Construction Documents to revise plans per final electrical design.
- Stormwater Pond Alternative Analysis.

2. In Exhibit A, Task 5: Construction Observation to Phase 2, Package A: Trailhead, Drainage, Trails, & Waypoints is hereby deleted in its entirety and replaced with the following:

Task 5: Construction Observation:

- Attend one (1) preconstruction meeting.

- Attend up to fifty (50) regular weekly construction meetings (assuming a 12-month construction period). Meeting Agendas and Meeting Notes shall be prepared by the Contractor.
- Attend/Conduct up to thirty-five (35) site visits, and prepare field reports as required by the Town (assuming a 12-month construction period).
- Answer Contractor’s requests for information (RFI’s)
- Review submittals, samples, and mock-ups.
- Attend Substantial Completion site walks and prepare punchlists for Substantial Completion. Separate Substantial Completion walks and punchlists shall be conducted and prepared for the following components (two (2) walks/punchlists total):
 - Hardscape, Utilities, and Grading (concrete flatwork, cast-in place concrete, crusher fines paving, flagstone pavers, asphalt paving, curbs, walls, utilities, and ponds); and Site Elements (furnishings, trash enclosure, fencing, and gates).
 - Planting
- Attend Final Completion site walks and prepare punchlists for Final Completion. One (1) Final Completion walk and one (1) punchlist shall be conducted and prepared to verify completion of all elements and closeout requirements for the following components:
 - Hardscape, Utilities, and Grading (concrete flatwork, cast-in place concrete, crusher fines paving, flagstone pavers, asphalt paving, curbs, walls, utilities, and ponds); and Site Elements (furnishings, trash enclosure, fencing, and gates).
 - Planting
- Prepare as-built record drawings based on redlines provided by the Contractor.
- Provide Conformance Letter for structural calculations prepared by the Contractor.

3. Compensation: Section III of the Agreement is hereby amended to increase the compensation by an additional amount of \$135,530.

Original Contract	\$385,247
First Amendment	\$ 14,350
Second Amendment	\$ 5,100
Third Amendment	\$135,530
Contract Total	\$540,227

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

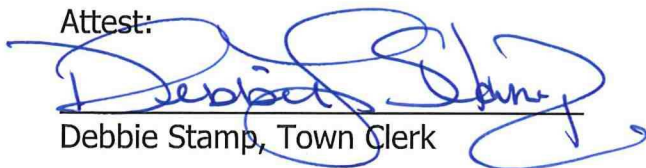
In Witness Whereof, the Parties have executed this Amendment as of the Effective Date.

Town of Erie, Colorado



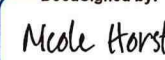
Andrew J. Moore, Mayor

Attest:



Debbie Stamp, Town Clerk

Consultant



82249C41B2E1419

State of Colorado)
) ss.
County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2025, by _____ as _____ of Wenk Associates, Inc.

My commission expires:

(Seal)

Notary Public

**Second Amendment to Agreement for Professional Services
(Schofield Farms Concept Design and Construction Drawings)**

This Second Amendment to Agreement for Professional Services (the "Amendment") is made and entered into this 23rd day of September, 2025 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipality with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and Wenk Associates, Inc., an independent contractor with a principal place of business at 1130 31st Street, Suite 101, Denver, CO 80205 ("Contractor") (each a "Party" and collectively the "Parties").

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

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

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

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

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

Scope of Work: Exhibit A of the Agreement is hereby amended to include the additional scope of work:

- Wildlife Assessment performed by Birch Ecology
- Project Management

Compensation: Section III of the Agreement is hereby amended to increase the compensation by an additional amount of \$5,100.

Original Contract	\$385,247
First Amendment	\$ 14,350
Second Amendment	\$ 5,100
New Contract Total	\$404,697

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

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

Town of Erie, Colorado

DocuSigned by:

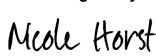
2E903E106006448
Charlene LeRoy, Acting Director of
Parks & Recreation

Attest:

DocuSigned by:

87307DE909D7465
Debbie Stamp, Town Clerk

Contractor

DocuSigned by:

82249C41B2E1419

State of Colorado)
) ss.
County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me
this _____ day of _____, 2025, by _____ as
_____ of Wenk Associates, Inc.

My commission expires:

(Seal)

Notary Public

Exhibit A

Scope of Services

Contractor's Duties

During the term of this Agreement, Contractor shall provide additional services for a Wildlife Assessment for the Schofield Farm Site Improvements project, performed by Birch Ecology as subcontractor to Wenk Associates.

WILDLIFE ASSESSMENT:

- Contractor shall perform two site visits to inventory the wildlife species present, habitat types, and assess the quality and potential to support rare or sensitive species.
- Contractor study area will correspond to the red boundary pictured below with an additional ½ mile buffer area for raptor nests.
- Contractor shall make note of evidence of migratory bird nesting and look for raptor nests on adjacent properties within the ½ mile buffer area.



PROJECT MANAGEMENT:

- Contractor shall provide coordination, invoicing, and meeting attendance (1) one meeting.

Contractor's Deliverables

In performance of the duties described above, Contractor shall deliver the following items to the Town, during the timeframes established by the Town.

- Contractor shall provide a summary of observations with maps and photos as well as GIS shapefiles.

Certificate Of Completion

Envelope Id: 4BCDCDFF-3DDD-46D1-A9E8-D91857B973C2

Status: Completed

Subject: Complete with Docusign: Second Amendment - Wenk Associates (Schofield Concept Design)

Source Envelope:

Document Pages: 4

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

P&R Business Business Services

AutoNav: Enabled

645 Holbrook Street

Envelopeld Stamping: Enabled

P.O. Box 750

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Erie, CO 80516

prbs@erieco.gov

IP Address: 50.206.104.130

Record Tracking

Status: Original

Holder: P&R Business Business Services

Location: DocuSign

9/23/2025 3:38:51 PM

prbs@erieco.gov

Signer Events

Nicole Horst

nhorst@wenkla.com

Principal/President

Wenk Associates

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

Nicole Horst
82249C41B2E1419...

Timestamp

Sent: 9/23/2025 3:40:46 PM

Viewed: 9/23/2025 3:45:43 PM

Signed: 9/23/2025 3:45:59 PM

Signature Adoption: Pre-selected Style

Using IP Address: 75.104.68.154

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 3/1/2021 4:19:21 PM

ID: ca67cb81-1352-4adc-9563-fea6f9d35400

Charlene LeRoy

cleroy@erieco.gov

Business Services Division Manager

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Charlene LeRoy
2E903E106096448...

Sent: 9/23/2025 3:46:01 PM

Viewed: 9/23/2025 3:47:31 PM

Signed: 9/23/2025 3:47:38 PM

Signature Adoption: Pre-selected Style

Using IP Address: 50.206.104.130

Electronic Record and Signature Disclosure:

Accepted: 9/23/2025 3:47:31 PM

ID: d37fb3d5-1fe5-43c3-99ce-a20b5931d904

Debbie Stamp

dstamp@erieco.gov

June

Town of Erie

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Debbie Stamp
87307DE909D7465...

Sent: 9/23/2025 3:47:39 PM

Viewed: 9/23/2025 5:21:49 PM

Signed: 9/23/2025 5:22:03 PM

Signature Adoption: Pre-selected Style

Using IP Address: 50.206.104.130

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events	Status	Timestamp
Town Clerk townclerk@erieco.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 11/25/2024 8:06:29 AM ID: 26da72fc-72cf-4c5f-a292-f11a36e2f6ec	COPIED	Sent: 9/23/2025 5:22:04 PM

Kathy Kron kkron@erieco.gov Senior Parks Planner Town of Erie Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/23/2025 5:22:05 PM Viewed: 9/23/2025 7:05:35 PM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/23/2025 3:40:46 PM
Certified Delivered	Security Checked	9/23/2025 5:21:49 PM
Signing Complete	Security Checked	9/23/2025 5:22:03 PM
Completed	Security Checked	9/23/2025 5:22:05 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Town of Erie:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: docusign@erieco.gov

To advise Town of Erie of your new email address

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

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

To request paper copies from Town of Erie

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

To withdraw your consent with Town of Erie

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

Amendment to Agreement for Professional Services

This Amendment to Agreement for Professional Services (the "Amendment") is made and entered into this 25th day of November, 2024 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipality with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and Wenk Associates, Inc., an independent contractor with a principal place of business at 1130 31st Street, Suite 101, Denver, CO 80205 ("Contractor") (each a "Party" and collectively the "Parties").

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

Whereas, the Parties wish to amend the Agreement.

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

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

Scope of Work: Exhibit A of the Agreement is hereby amended to include the additional scope of work:

Additional Architectural Services:

- Provide a narrative for each existing building to identify future uses and access requirements.
- Review and comment on site and landscape design where interface occurs with the existing buildings on site.
- Coordinate with landscape design team to establish site circulation and access to support building uses.
- Attend up to (8) project meetings with the site design team, including Owner/Stakeholder meetings and internal design team coordination meetings, to provide input regarding building use and access needs.

Compensation: Section III of the Agreement is hereby amended to increase the compensation by an additional of \$14,350.

Original Contract	\$385,247
Amendment Amount	\$ 14,350
New Contract Total	\$399,597

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

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

Town of Erie, Colorado

DocuSigned by:

D255A02504354C2...
Luke Bolinger, Director of Parks & Recreation

Attest:

DocuSigned by:

87307DE909D7465...
Debbie Stamp, Town Clerk

Contractor

DocuSigned by:

02249C41B2E1419...

State of Colorado)
) ss.
County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2024, by _____ as _____ of _____.

My commission expires:

(Seal)

Notary Public

Certificate Of Completion

Envelope Id: 88724DBA15BF47088E9169323BA3AB92

Status: Completed

Subject: Complete with DocuSign: First Amendment - Wenk Associates (Schofield Farm)

Source Envelope:

Document Pages: 2

Signatures: 3

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:

P&R Business Business Services

645 Holbrook Street

P.O. Box 750

Erie, CO 80516

prbs@erieco.gov

IP Address: 206.222.193.167

Record Tracking

Status: Original

10/29/2024 1:02:51 PM

Holder: P&R Business Business Services

prbs@erieco.gov

Location: DocuSign

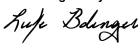
Signer Events

Luke Bolinger

lbolinger@erieco.gov

DNS Division Manager

Town of Erie

Security Level: Email, Account Authentication
(None)**Signature**DocuSigned by:

D255A02564354C2...

Signature Adoption: Pre-selected Style

Using IP Address: 50.205.29.3

Timestamp

Sent: 10/29/2024 1:07:58 PM

Viewed: 10/30/2024 8:27:27 AM

Signed: 10/30/2024 8:27:42 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Nicole Horst

nhorst@wenkla.com

Principal/President

Wenk Associates

Security Level: Email, Account Authentication
(None)DocuSigned by:

82249C41B2E1419...

Signature Adoption: Pre-selected Style

Using IP Address: 75.166.25.56

Sent: 10/30/2024 8:27:43 AM

Viewed: 10/30/2024 9:19:17 AM

Signed: 10/30/2024 11:07:54 AM

Electronic Record and Signature Disclosure:

Accepted: 3/1/2021 4:19:21 PM

ID: ca67cb81-1352-4adc-9563-fea6f9d35400

Debbie Stamp

dstamp@erieco.gov

Town of Erie

Security Level: Email, Account Authentication
(None)DocuSigned by:

87307DE909D7465...

Signature Adoption: Pre-selected Style

Using IP Address: 50.206.104.130

Sent: 11/25/2024 8:07:26 AM

Viewed: 11/25/2024 10:56:56 AM

Signed: 11/25/2024 10:57:12 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp**

Carbon Copy Events	Status	Timestamp
Claire Bulik cbulik@wenkla.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/30/2024 11:07:56 AM
Tyrel Sturgeon tsturgeon@wenkla.com Associate Principal Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 7/8/2024 1:20:56 PM ID: fec0a3ce-ffcc-4696-95c5-5a59389dc2c1	COPIED	Sent: 10/30/2024 11:07:57 AM
Kathy Kron kkron@erieco.gov Senior Parks Planner Town of Erie Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/30/2024 11:07:59 AM Viewed: 10/30/2024 12:39:05 PM
Town Clerk townclerk@erieco.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 11/25/2024 8:06:29 AM ID: 26da72fc-72cf-4c5f-a292-f11a36e2f6ec	COPIED	Sent: 11/25/2024 8:07:27 AM Viewed: 11/25/2024 10:57:28 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/29/2024 1:07:58 PM
Certified Delivered	Security Checked	11/25/2024 10:56:56 AM
Signing Complete	Security Checked	11/25/2024 10:57:12 AM
Completed	Security Checked	11/25/2024 10:57:12 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Town of Erie:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: docusign@erieco.gov

To advise Town of Erie of your new email address

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

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

To request paper copies from Town of Erie

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

To withdraw your consent with Town of Erie

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

Agreement for Professional Services
(Schofield Farms Concept Design and Construction Drawings)

This Agreement for Professional Services (the "Agreement") is made and entered into this 25th day of June, 2024 (the "Effective Date"), by and between the Town of Erie, a Colorado municipal corporation with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516, (the "Town"), and Wenk Associates, Inc., an independent contractor with a principal place of business at 1130 31st Street, Suite 101, Denver, CO 80205 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, the Town requires professional services; and

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

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

I. Scope of Services

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

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

II. Term and Termination

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

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

III. Compensation

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor \$385,247. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. Professional Responsibility

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

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

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work under this Agreement, except as expressly set forth in the Scope of Services.

D. Contractor shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.* ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; the Clean Air Act, 42 U.S.C. § 7401, *et seq.*; the Occupational Safety and Health Act, 29 U.S.C. § 651, *et seq.*; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

V. Ownership

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change the Work Product without providing notice to or receiving consent from Contractor; provided that Contractor shall have no liability for any work that has been modified by the Town.

VI. Independent Contractor

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

VII. Insurance

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

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

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

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

VIII. Indemnification

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

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

IX. Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

L. *Force Majeure.* No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this

Agreement due to acts of God, floods, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

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

Town of Erie, Colorado


Justin Brooks, Mayor

Attest:


Debbie Stamp, Town Clerk

Contractor

DocuSigned by:
Meade Horst
82249C41B2E14119

State of Colorado)
) ss.
County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2024, by _____ as _____ of _____.

My commission expires:

(Seal)

Notary Public

Exhibit A Scope of Services

Contractor's Duties

The scope of work builds on the 2018 Schofield Farm & Open Space Master Plan Report based on current program, drainage, parking, and circulation desired for the Site. During the term of this Agreement, Contractor shall perform the following duties, as directed by the Town:

Phase 1: Startup and Concept Refinement

Task 1: Data Collection:

- Provide Site Survey (by Flatirons, Inc.)
- Review drainage issues and potential based on JVA's Drainage Plan (Drainage Plan under a separate contract with the Town). (With JVA Consulting Engineers).
- Review ditch company requirements and water rights standings.
- USACE classification/process understanding (for potential trails on dam).
- Utility review and opportunities/constraints understanding.
- Review Historical classification and significance (formal and informal/social values).
- Identify environmental considerations, opportunities, and constraints. (by Birch Ecology).
- Wetlands mapping (by Birch Ecology).
- Review existing Phase 1 Environmental Report and identify opportunities and constraints (by Birch Ecology).
- Identify Mile High Flood District access requirements and applicable standards.
- Develop a Stakeholder List outreach strategy (outreach performed by the Town).
- Develop information for distribution to surrounding Homeowners' Association(s) (distribution performed by the Town).
- Coordinate with Erie Makers' Space, identify utility, access/circulation, and visibility needs.
- Coordinate with current property lessee (farmer), identify access/circulation, storage/staging, irrigation, and other requirements.

- Coordinate with Town of Erie Parks Operations to identify goals, objectives, and concerns.
- Coordinate with Town of Erie Parks Event Planner to identify programmatic goals, spatial requirements, technical event requirements/logistics, and parking/access needs/
- Coordinate with Boulder County to identify potential shared use of Prince Reservoir for items such as an overlook from the Schofield site, edge improvements, and trail connection.
- Coordinate with Erie Police Department to identify security, emergency access, visibility, and other needs.
- Coordinate with Mountain View Fire Rescue to identify access, addressing, circulation, and fire hydrant requirements.
- Regular Coordination with Town of Erie Parks & Recreation Project Manager(s).

Task 2: Program Establishment:

- Identify Parking needs, traffic impacts, and triggers for requiring improvements to 111th St.
- Precedents Study (scale, character, and program).
- Program Vicinity study (identify similar venues with a radius as determined in coordination with the TOE)
- Formalize Goals/Objectives for program areas included in this scope of work.
- Establish drainage goals/criteria/strategy to be included with this scope of work.

Task 3: Site-wide Concept Plan:

- Coordinate with drainage study/large scale drainage goals to identify impact and inclusions in the scope of this project.
- Establish final program/refine existing master plan for entire property.
- Determine parking and traffic needs and incorporate potential improvements in the Concept Plan.
- Determine water quality needs and incorporate into the Concept Plan.
- Evaluate layout, program options, and circulation with the Town.
- Finalize preferred Concept to guide next phases.

- Develop detailed phasing plan with ROM cost opinion, including:
 - Program Plan
 - Layout Plan
 - Over-lot grading plan
 - Conceptual utility plan
 - Circulation diagram
 - Access diagram
 - Irrigation strategy (for raw water and potable water by area)

Phase 1 Meetings:

- Weekly Check-In with Parks PM (up to 4)
- Weekly Check-In with Core Design Team (up to 4)
- Up to (2) Meetings with Stakeholders

Phase 2, Package A: Trailhead, Drainage, Trails, & Waypoints.

Task 1: Schematic Design (SD, 30% Construction Documents)

- Drawings:
 - Plans:
 - Existing Conditions
 - Demolition
 - Grading
 - Layout
 - Utilities
 - Planting Concept
 - Irrigation: Hydrozone plan
 - Electrical: concept with product cutsheets
 - Sections
 - Sketch details
- Opinion of Probable Construction Costs
- (1) Submittal to the Town for Review

Task 2: Design Development (DD, 60% Construction Documents)

- Drawings:
 - Plans:
 - Existing Conditions
 - Demolition
 - Grading
 - Layout
 - Utilities
 - Planting
 - Irrigation: Mainline with sized Point of Connection
 - Electrical: One line diagram, 60% plan
 - Sections
 - Details
- Opinion of Probable Construction Costs
- Outline Specifications
- Written responses to 30% Comments
- (1) Submittal to the Town for Review

Task 3: Construction Documents (90% CD and 100%/For Construction)

- Drawings:
 - Plans:
 - Existing Conditions
 - Demolition
 - Grading
 - Layout
 - Utilities
 - Planting
 - Irrigation
 - Electrical
 - Details
- Opinion of Probable Construction Costs
- Specifications
- Written responses to 60% and 90% Comments
- (2) Submittals (90% and 100%) to the Town for Review

Task 4: Bid Assistance:

- Bid tab
- Review of contractor's bids
- Attendance at pre-bid meeting
- Respond to RFI's
- Issue addenda

Task 5: Construction Observation (CO):

CO services are not included, contractor to scope CO when program/inclusions are finalized after the 60% CD submittal as an additional service or under a new contract with the Town.

Phase 2, Package A Meetings:

- Bi-Weekly Check-In with Parks PM (up to 8)
- Bi-Weekly Check-In with Core Design Team (up to 8)
- Meeting total with TOE Departments or Reviewers (Public Works, Other)

Phase 2, Package B: Event/Multi-Use Areas, Landscaping Around Buildings, and Staff Parking:

Task 1: Schematic Design (SD, 30% Construction Documents)

- Drawings:
 - Plans:
 - Existing Conditions
 - Demolition
 - Grading
 - Layout
 - Utilities
 - Planting Concept
 - Irrigation: Hydrozone plans
 - Electrical: concept with product cutsheets
 - Sections
 - Sketch details
- Opinion of Probable Construction Costs
- (1) Submittal to the Town for Review

Task 2: Design Development (DD, 60% Construction Documents)

- Drawings:
 - Plans:
 - Existing Conditions
 - Demolition
 - Grading
 - Layout
 - Utilities
 - Planting
 - Irrigation: Mainline with sized Point of Connection
 - Electrical: One line diagram, 60% plan
 - Sections
 - Details
- Opinion of Probable Construction Costs
- Outline Specifications
- Written responses to 30% Comments
- (1) Submittal to the Town for Review

Task 3: Construction Documents (90% CD and 100%/For Construction)

- Drawings:
 - Plans:
 - Existing Conditions
 - Demolition
 - Grading
 - Layout
 - Utilities
 - Planting
 - Irrigation
 - Electrical
 - Details
- Opinion of Probable Construction Costs
- Specifications
- Written responses to 60% and 90% Comments
- (2) Submittals (90% and 100%) to the Town for Review

Task 4: Bid Assistance:

- Bid tab
- Review of contractor's bids
- Attendance at pre-bid meeting
- Respond to Contractor's RFI's
- Issue addenda

Task 5: Construction Observation (CO):

CO services are not included, contractor to scope CO when program/inclusions are finalized after the 60% CD submittal as an additional service or under a new contract with the Town.

Phase 2, Package B Meetings:

- Bi-Weekly Check-In with Parks PM (up to 6, assumes 4 week overlap with Package A)
- Bi-Weekly Check-In with Core Design Team (up to 6, assumes 4 week overlap with Package A)
- (1) Meeting total with TOE Departments or Reviewers (Public Works, Other)

Phase 3: West/Other Improvements**Task 1: SD (30% CD)**

- Drawings:
 - Plans:
 - Existing Conditions
 - Demolition
 - Grading
 - Layout
 - Utilities
 - Planting Concept
 - Irrigation: Hydrozone plans
 - Electrical: concept with product cutsheets
 - Sections
 - Sketch details
- Opinion of Probable Construction Costs
- (1) Submittal to the TOE for Review

Task 2: Phasing Plan

- Graphic Phasing Plan
- Descriptions of Phases/inclusions
- Summary of Costs by Phase

Tasks 2-5, Design Development, Construction Documents, Bid Assistance, and Construction Observation:

Design services beyond SD are not included, contractor to scope additional tasks to completion after program and inclusions are determined in the SD Phase as an additional service or under a new contract with the Town.

Phase 3 Meetings:

- Bi-Weekly Check-In with Parks PM (up to 3)
- Bi-Weekly Check-In with Core Design Team (up to 3)
- (1) Meeting total with TOE Departments or Reviewers (Public Works, Other)
- (1) Meeting with Recreation Staff

Contractor's Deliverables

In performance of the duties described above, Contractor shall deliver the following items to the Town, during the timeframes established by the Town:

- Sitewide Concept Plan Refinement
- Construction Drawings for two sub-areas
- Schematic Design for a third sub-area



#DiscoverSchofield

PRINCE LAKE NO. 2
BOULDER COUNTY OPEN SPACE
(CLOSED TO PUBLIC)

EXISTING RESIDENTIAL

CHORIED ONESTEAD

DESIGN PHASE 1:
CONCEPT PLAN
REFINEMENTS

PRIVATE PROPERTY

PROPERTY LINE

BRIER LAKE

EXISTING COMMERCIAL

US 287

North Arrow

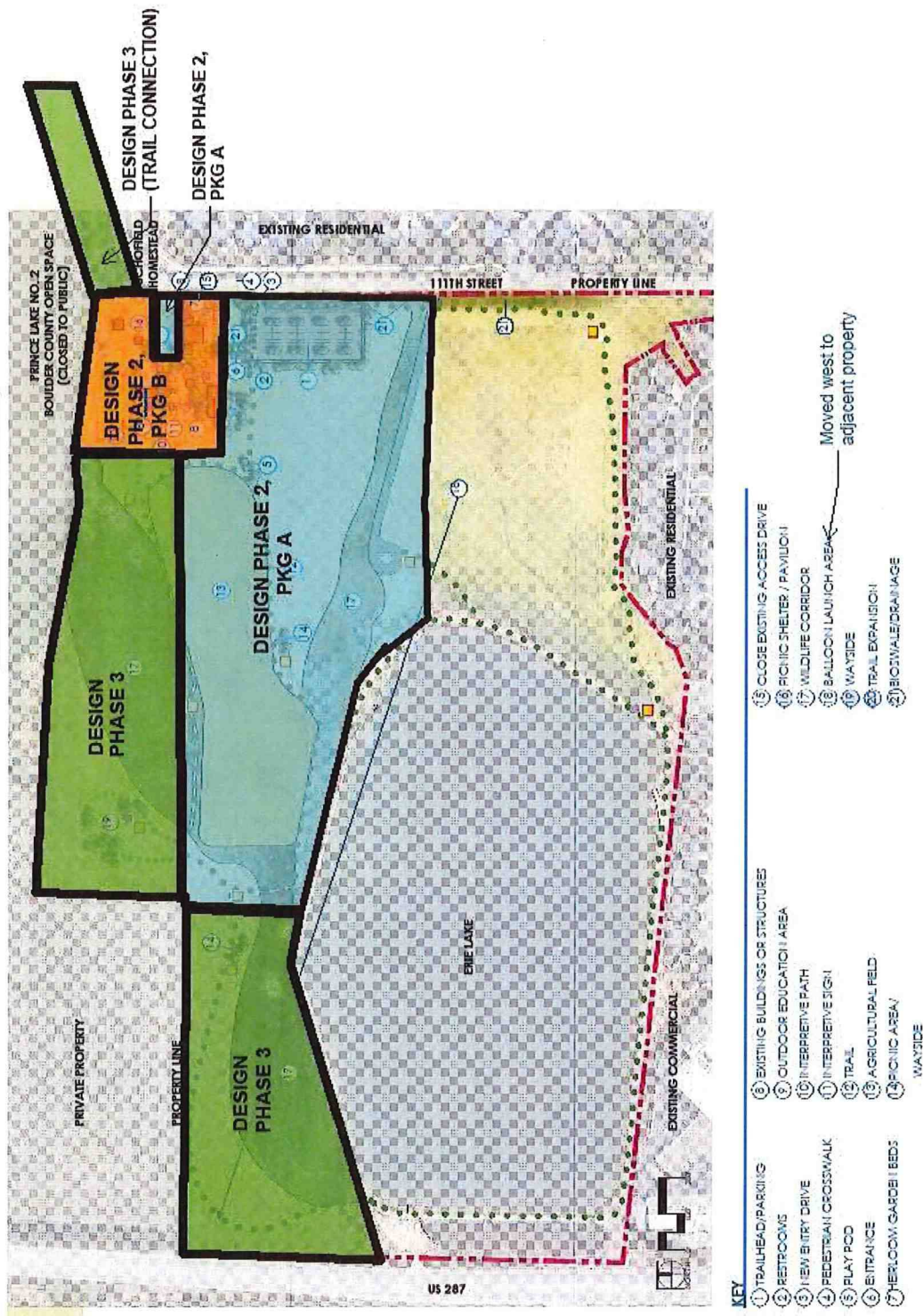
Scale: 1" = 100'

- LEGEND**
- TOWN OWNED PROPERTY
 - TRAIL
 - FUTURE TRAIL CRUSHER
 - RHINE PATH
 - EXISTING BUILDING
 - NEW BUILDING
 - PLANTING BED
 - SEAT BOLDERS
 - INTERPRETIVE SIGNAGE
 - POINCARRE PLANT

- KEY**
- | | |
|------------------------|------------------------------------|
| ① TRAILHEAD/PARKING | ⑧ EXISTING BUILDINGS OR STRUCTURES |
| ② RESTROOMS | ⑨ OUTDOOR EDUCATION AREA |
| ③ NEW ENTRY DRIVE | ⑩ INTERPRETIVE PATH |
| ④ PEDESTRIAN CROSSWALK | ⑪ INTERPRETIVE SIGN |
| ⑤ PLAY POOL | ⑫ TRAIL |
| ⑥ BIRTBALCE | ⑬ AGRICULTURAL FIELD |
| ⑦ HERLOCK GARDEN BEDS | ⑭ PICNIC AREA/
WAYSIDE |
| | ⑮ CLOSE EXISTING ACCESS DRIVE |
| | ⑯ PICNIC SHELTER / PAVILION |
| | ⑰ WILDLIFE CORRIDOR |
| | ⑱ BALLOON LAUNCH AREA |
| | ⑲ WAYSIDE |
| | ⑳ TRAIL EXPANSION |
| | ㉑ BIOINVALE/DRAINAGE |
- Moved west to adjacent property

#DiscoverSchofield

DESIGN PHASES DIAGRAM



#DiscoverSchofield

Schofield Farm
EXHIBIT F: Team Fees
22-May-24

Schofield Farm											
	Wenk LA	JVA- Civil	JVA- Structural (Allowance)	Rocksol- Traffic	Rocksol Geotech	Birch Ecology Environmental	Flatirons Survey	enLighten Site Lighting / Elec	HydroSystems Irrigation	Topographic SUE	Total
Phase 1: Silewide Concept Design	\$ 21,320.00	\$ 5,500.00	n/a	\$ 8,330.00	\$ 17,860.00	\$ 10,152.00	\$ 21,900.00	\$ 6,980.00	\$ 2,865.00	n/a	\$ 85,987.00
Phase 2 Pkg A: Trailhead, trails, Waypoints, Drainage	\$ 70,610.00	\$ 47,500.00	\$ 5,000.00	\$ 4,410.00	n/a	\$ 3,145.00	n/a	\$ 7,340.00	\$ 4,475.00	\$ 11,050.00	\$ 153,330.00
Phase 2 Pkg B: Landscape areas, staff parking	\$ 63,276.00	\$ 23,000.00	\$ 5,000.00	n/a	n/a	n/a	n/a	\$ 8,420.00	\$ 3,275.00	n/a	\$ 102,970.00
Phase 3: West Areas	\$ 29,280.00	\$ 3,500.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$ 32,780.00
Subtotal	\$ 184,485.00	\$ 79,500.00	\$ 10,000.00	\$ 13,740.00	\$ 17,890.00	\$ 13,297.00	\$ 21,900.00	\$ 22,740.00	\$ 10,645.00	\$ 11,050.00	\$ 385,247.00
Grand Total:											\$385,247.00



Town of Erie

645 Holbrook Street
Erie, CO 80516

Town Council

Meeting Date: 8/25/2026

File #: 2026-113

Subject:

A Resolution of the Town Council of the Town of Erie Approving a Second Amendment to Construction Contract with Facilities Contracting, LLC, for the Erie Maintenance Storage Facility Expansion Project

Department: Parks & Recreation,

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

Time Estimate: 0

Fiscal Summary:

Cost as Recommended:	\$375,000
	\$158,177.60
Balance Available:	\$375,000
	\$393,377.50
Fund:	Facilities Impact Fund
	Conservation Trust Fund
Line Item Number:	310-70-440-605000-100022
	220-50-810-605000-100022
New Appropriation Required:	No
	No

Policy Issues:

This amendment modifies an existing Construction Contract with Facilities Contracting, LLC and, therefore, requires Town approval.

Staff Recommendation:

Approve the Resolution.

Summary/Key Points:

- The amendment includes Phase 2 of the Erie Community Park maintenance facility expansion project, which is a new storage building for storage of recreation equipment.
- Phase 1 of the project, which expanded the existing maintenance building for park equipment storage, is complete.
- The work provides the necessary facilities for the operation of Erie Community Park and eliminates inefficiencies and costs associated with off-site rental storage for recreation equipment.

Background of Subject Matter:

Expansion of the maintenance facilities at Erie Community Park is needed as the current infrastructure no longer supports operational demands. The existing maintenance building is used by park maintenance staff and was expanded in Phase 1 of this project to accommodate the needs of ballfield maintenance crews. After the conversion of the LAWSC storage building into offices, the Recreation Division lost dedicated storage and no longer has adequate space for equipment used for special events and sports. As a result, Recreation rents off-site storage, creating unnecessary costs, inefficiencies, and reliance on temporary rental pods to meet basic needs.

The first phase, expansion of the existing maintenance building, is complete. Phase 2 will add a new storage building on the site to support the needs of the Recreation Division.

This phased project will establish dedicated, right-sized maintenance and storage facilities on site for both park maintenance and recreation workgroups, eliminating off-site storage expenses and reduce travel time to retrieve essential equipment.

Attachments:

1. Resolution 2026-168
2. Second Amendment
3. First Amendment
4. Original Contract

**Town of Erie
Resolution No. 2026-168**

**A Resolution of the Town Council of the Town of Erie Approving a
Second Amendment to Construction Contract with Facilities
Contracting, LLC, for the Erie Maintenance Storage Facility
Expansion Project**

Whereas, on December 16, 2025, the Parties entered into a Construction Contract (the "Contract") for Facilities Contracting, LLC ("Contractor") to provide construction services for the Erie Maintenance Storage Facility Expansion Project; and

Whereas, on June 9, 2026, the Parties amended the Contract (the "First Amendment"); and

Whereas, the Parties desire to amend the Contract again to add additional work to the Contract.

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

Section 1. The Second Amendment to Construction Contract with Facilities Contracting, LLC is hereby approved in substantially the form attached hereto, subject to final approval of the Town Attorney. Upon such approval, the Mayor is authorized to execute the Amendment on behalf of the Town.

Adopted this 25 day of August, 2026.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Second Amendment to Construction Contract
(Erie Maintenance Storage Facility Expansion PR-25-17)

This Second Amendment to Construction Contract (the "Second Amendment") is made and entered into this ____ day of _____, 2026 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipality with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and Facilities Contracting, LLC, a Colorado limited liability company with a principal place of business at 981 Southpark Drive, Littleton, CO 80120 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, on December 16, 2025, the Parties entered into a Construction Contract ("the Contract") for the Contractor to provide construction services for the Erie Maintenance Storage Facility Expansion Project; and

Whereas, on June 9, 2026, the Parties amended the Contract (the "First Amendment"); and

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

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

1. Section 2 of the Contract, entitled "Scope of Work", is hereby deleted in its entirety and replaced with the following:

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

All labor, services, materials, and other work necessary for construction of the Erie Maintenance Storage Facility Expansion Project as shown or called for in the Contract Documents, and as further defined in Job Order No. 25-Erie-0007.00 issued under Sourcewell EZJOC Contract No. CO-Rs-GC-022924-FCI (the "Detailed Scope of Work").

Construction of an additional storage building similar in size to the existing one. Work shall include site work, foundation, plumbing electrical connections, storm drainage, mechanical, electrical, structural improvements, masonry and stucco, structural steel, roofing (including wood trusses, thermal and moisture protection),

CMU block, insulation, doors and windows, door hardware, painting, and concrete flatwork.”

2. Section 5 of the Contract, entitled “Contract Price,” is hereby deleted in its entirety and replaced with the following:

“5. Contract Price. The Town agrees to pay Contractor for the successful completion and acceptance of the Work by the Town, subject to all of the terms and conditions of the Contract Documents, in an amount not to exceed \$865,204.71 (the “Maximum Contract Price”), in accordance with the Bid Items as set forth in the Detailed Scope of Work. The Maximum Contract Price includes a base contract amount of \$295,135.83 and a 12.5 percent contingency amount of \$36,891.98.

For the additional work to complete an additional storage building, the Town agrees to pay Contractor for the successful completion and acceptance of this Work by the Town, subject to all of the terms and conditions of the Contract and Additional Documents, an amount not to exceed \$505,397.00, with a contingency amount of \$27,779.90.

The contingency amounts will only be paid with the written approval of the Project Manager.”

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

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

Town of Erie, Colorado

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Contractor

Facilities Contracting, LLC
a Colorado limited liability company

Signed by:

Benjamin J Placzek

8A3076AA17DE420...

Name: Benjamin J Placzek

Title: President

First Amendment to Construction Contract
(Erie Maintenance Storage Facility Expansion PR-25-17)

This First Amendment to Construction Contract (the "Amendment") is made and entered into this 9th day of June, 2026 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipality with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and Facilities Contracting, LLC, a Colorado limited liability company with a principal place of business at 981 Southpark Drive, Littleton, CO 80120 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, on December 16, 2025, the Parties entered into a Construction Contract ("the Contract") for the Contractor to provide construction services for the Erie Maintenance Storage Facility Expansion Project; and

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

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

1. Section 5. of the Agreement, entitled "Contract Price," is hereby deleted in its entirety and replaced with the following:

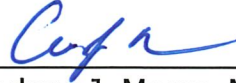
"5. Contract Price. The Town agrees to pay Contractor for the successful completion and acceptance of the Work by the Town, subject to all of the terms and conditions of the Contract Documents, in an amount not to exceed \$332,027.81 (the "Maximum Contract Price"), in accordance with the Bid Items as set forth in the Detailed Scope of Work. The Maximum Contract Price includes a base contract amount of \$295,135.83 and a 12.5 percent contingency amount of \$36,891.98. The contingency amount will only be paid with the written approval of the Project Manager."

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

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

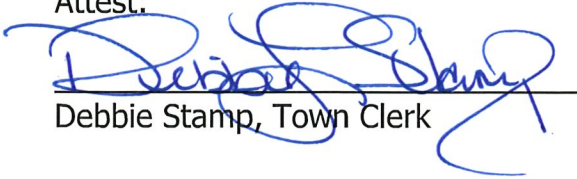
[signature page to follow]

Town of Erie, Colorado



Andrew J. Moore, Mayor

Attest:



Debbie Stamp, Town Clerk

Contractor

Facilities Contracting, LLC
a Colorado limited liability company

Signed by:


8A3076AA47DE420...

Name: Benjamin J Placzek

Title: President

Construction Contract
(Erie Maintenance Storage Facility Expansion – PR-25-17)

This Construction Contract (the "Contract") is made and entered into this 16th day of December, 2025 (the "Effective Date"), by and between the Town of Erie, 645 Holbrook Street, P.O. Box 750, Erie, CO 80516, a Colorado municipal corporation (the "Town"), and Facilities Contracting, LLC, an independent contractor with a principal place of business at 981 Southpark Drive, Littleton, CO 80120 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, the Town has selected Contractor to perform the Work, subject to the terms and conditions of the Contract Documents.

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

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

- A. This Contract
- B. General Provisions
- C. Special Provisions
- D. Technical Specifications (Gordian)
- E. Construction Drawings (if applicable)
- F. Certificate of Insurance Verification
- G. Notice to Proceed
- H. Payment and Performance Bond
- I. Certificate of Final Payment
- J. Certificate of Final Acceptance Form

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

2. Scope of Work. Contractor shall perform the following described work ("Work"), in accordance with and reasonably inferable from this Contract and the Contract

Documents, attached hereto and incorporated herein by this reference, as necessary for the successful completion of the Project:

All labor, services, materials, and other work necessary for construction of the Erie Maintenance Storage Facility Expansion Project as shown or called for in the Contract Documents, and as further defined in Job Order No. 25-Erie-0007.00 issued under Sourcewell EZIQC Contract No. CO-R2-GC-022924-FCI (the "Detailed Scope of Work").

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

4. Commencement and Completion of Work. Contractor shall commence the Work identified in the Notice to Proceed within 10 days of date of the Notice to Proceed. Substantial Completion of the entirety of the Work for the Project shall be accomplished by Contractor within 120 days of the Notice to Proceed, unless the time within which Contractor is required to achieve Substantial Completion is subsequently extended in accordance with the Contract Documents. Final Completion and Final Acceptance of the Work shall be accomplished within 30 days of the date of Substantial Completion.

5. Contract Price. The Town agrees to pay Contractor for the successful completion and acceptance of the Work by the Town, subject to all of the terms and conditions of the Contract Documents, in an amount not to exceed \$295,135.83, in accordance with the Bid Items as set forth in the Detailed Scope of Work.

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

7. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

I. *Accessibility.* Contractor shall comply with the accessibility standards for an individual with a disability adopted by the State Office of Information Technology pursuant to C.R.S. § 24-85-103, and shall indemnify, hold harmless and assume liability on behalf of the Town and its officers, employees, agents and attorneys for all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and any other amounts incurred by the Town in relation to Contractor's noncompliance with such accessibility standards.

m. *Electronic Signatures.* The Parties intend that this Agreement be governed by the Uniform Electronic Transactions Act, C.R.S. § 24-71.3-101, *et seq.*

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

Town of Erie, Colorado

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Contractor

Signed by:

Benjamin J Placzek

-8A3076AA17DE420...

State of Colorado)
) ss.
County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2025, by _____ as _____ of Facilities Contracting, LLC.

My commission expires:

(Seal)

Notary Public

Certificate of Insurance

State of Colorado)
) ss.
County of _____)

I, _____, being first duly sworn, state and affirm, under penalty of law, that I am familiar with the insurance coverages maintained by the Insured, _____, and the coverage requirements set forth in the foregoing Certificate of Insurance, that I have completed or caused to be completed and subsequently reviewed the foregoing Certificate of Insurance and that the information provided contained therein is true and correct to the best of my knowledge. I further understand that the Town of Erie shall rely on the information provided.

This information is provided for the Town of Erie, Work No. _____.

By: _____

Title: _____

Agency: _____

State of Colorado)
) ss.
County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 20__, by _____, as _____ of _____.

My commission expires:

(Seal)

Notary Public

Payment and Performance Bond

Bond No. _____

Know All Men By These Presents: that

(Firm) _____

(Address) _____

(an Individual), (a Partnership), (a Corporation), hereinafter referred to as "the Principal", and

(Firm) _____

(Address) _____

hereinafter referred to as "the Surety", are held and firmly bound unto the Town of Erie, Colorado, a municipal corporation, hereinafter referred to as "the Owner", in the penal sum of \$_____ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

The Conditions of this Obligation are such that whereas the Principal entered into a certain Contract with the Owner, dated the ____ day of _____, 20__, a copy of which is hereto attached and made a part hereof for the performance of the Work.

Now, Therefore, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without Notice to the Surety and during the life of the guaranty or warranty period, and shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all cost and damages which it may suffer by the Principal's failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, repairs on machinery, equipment and tools, consumed, rented or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise it shall remain in full force and effect.

Provided, further, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the specifications accompanying the same

shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

Provided, further, that no final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

In Witness Whereof, this instrument is executed in 5 counterparts, each one of which shall be deemed an original, this _____ day of _____, 20____.

Attest:

Principal

By: _____

Title: _____

Address: _____

(Corporate Seal)

Surety

Attest:

Surety: _____

By: _____

Attorney-in-Fact: _____

Title: _____

Address: _____

(Surety Seal)

Note: Date of Bond must not be prior to date of Contract and Surety must be authorized to transact business in the State of Colorado and be acceptable to the Town.

General Provisions

Part 1. Definitions

1.01 Contract Documents:

- A. Construction Contract;
- B. General Provisions;
- C. Special Provisions;
- D. Technical Specifications (Gordian);
- E. Construction Drawings (if applicable);
- F. Certificate of Insurance Verification;
- G. Notice to Proceed;
- H. Payment and Performance Bond;
- I. Certificate of Final Payment;
- J. Final Acceptance Form;

1.02 Change Order:

A written order issued by the Town after execution of the Contract authorizing a revision to the Work or an adjustment in the Contract Price or the Contract Time.

1.03 Town:

The Town of Erie, Colorado.

1.04 Contract:

The entire written agreement covering the performance of the Work described in the Contract Documents.

1.05 Contract Price:

The amount set forth in Section 5 of the Construction Contract.

1.06 Contract Time:

The time for completion of the Work as set forth in Section 4 of the Construction Contract.

1.07 Day:

Calendar day, unless otherwise specified. When the last day for the occurrence of an event falls on a Sunday or legal holiday as recognized by the Town, the time for performance shall be automatically extended to the next business day.

1.08 Final Completion:

The date as certified by the Project Manager when all of the Work is completed and final payment may be made.

1.09 Project Manager:

The Town's duly authorized representative in connection with the Work.

1.10 Subcontractor:

Any person, firm or corporation with a direct contract with Contractor who acts for or in behalf of Contractor in executing any part of the Contract, excluding one who merely furnishes material.

1.11 Substantial Completion:

The date as certified by the Project Manager when the Town occupies or takes possession of all or substantially all of the Work, or when the Town may occupy or take possession of all or substantially all of the Work and put it to beneficial use for its intended purposes.

1.12 Work:

All services, labor, materials, and equipment necessary to complete all of the work specified, indicated, shown or contemplated in the Contract Documents, including all alterations, amendments or extensions thereto made by supplemental agreements or written orders of the Project Manager.

Part 2. Time

2.01 Time of the Essence:

All times stated in the Contract Documents are of the essence.

2.02 Final Acceptance:

Upon Final Completion, the Project Manager will issue Final Acceptance.

2.03 Changes in the Work:

A. The Town reserves the right to order changes in the Work, in the nature of additions, deletions or modifications, at any time and without invalidating the Contract, and to make corresponding adjustments in the Contract Price and the Contract Time if warranted and supported by the terms of the Contract Documents.

B. If Contractor believes that any oral or written order or instructions from the Town involve extra or changed work that Contractor should receive extra compensation for, Contractor shall, within 7 days after the Town's order or instruction, submit a written request for an increase in the Contract Price to the Project Manager. If a request is not made within this time period, Contractor shall waive any right to additional compensation related to the extra or changed work.

C. If Contractor believes that any oral or written order or instructions from the Town involve extra or changed work that will affect the critical path schedule of performance of the Work and require Contractor to spend more time on the Project than was earlier anticipated, Contractor shall submit a written request to the Project Manager requesting an extension of the Contract Time within 7 days after the Town's order or instruction; otherwise it shall be waived. Such requests shall be evaluated as set forth in Section 2.05.B.

D. All changes shall be authorized by a written Change Order signed by the Town. The Change Order shall include appropriate changes in the Contract Documents and the Contract Time if warranted and supported by the terms of the Contract Documents. The Work shall be changed and the Contract Price and Contract Time modified only as set forth in the written and executed Change Order. Any adjustment in the Contract Price resulting in a credit or a charge to the Town shall be determined by mutual agreement of the Parties as documented in an executed Change Order before the work set forth in or covered by the Change Order is commenced. If a Change Order results in an increase in the Contract Price, approval of the Erie Town Council shall be required, and such Change Order shall be subject to and shall only become effective upon approval by Town Council. If such approval of Town Council is not obtained, the Town shall have no payment obligation regardless of whether the Work has been performed.

E. Subject to the requirements and limitations of this Section 2.03, any Change Order approved by Town Council, as applicable, and signed by the Town shall be considered a part of the Contract and subject to every term and requirement of the Contract Documents. It is the duty of Contractor to notify the Surety that issued the bonds required by the Contract Documents of any changes affecting the scope of Contractor's Work or change in the Contract Price, and, if requested by the Town, to increase the amount of the bonds accordingly.

2.04 Differing Site Conditions:

Contractor shall within 7 days of discovery, and before the conditions are disturbed, provide written notice to the Project Manager of any subsurface or latent physical conditions at the Project site that materially differ from those indicated in the Contract Documents, or unknown physical conditions at the Project site of an unusual nature that materially differ from those ordinarily encountered and inherent in work of the character provided for in the Contract Documents and that could not have been determined or anticipated at the required pre-Contract site investigation, in the exercise of reasonable diligence.

Should Contractor wish to request a change to the Contract Price or Contract Time arising from differing site conditions described in this Section 2.04, Contractor shall submit a written claim within 7 days after the conditions first become apparent; otherwise it shall be waived. In such claim, Contractor shall specifically identify the conditions and how they differ from the Contract Documents or those ordinarily encountered and inherent in work of the character provided for in the Contract Documents and Contractor shall identify the amount of the requested adjustments to the Contract Price or Contract Time. Contractor shall have the burden to prove that the actual conditions subsurface or latent conditions materially differ from those shown in the Contract Documents and/or that the differing site conditions could not have been discovered at the required pre-Contract site investigation. The Town

shall evaluate such claims and if the Town approves the claim, the Parties shall negotiate a Change Order pertaining to same.

No request by Contractor for an equitable adjustment to this Contract for differing site conditions shall be allowed if made after final payment under this Contract.

2.05 Delays:

A. A suit or other legal action, including administrative agency actions or citations, against the Town that causes a delay in the Work, other than a suit or legal action against Contractor, will entitle Contractor to an equivalent extension of time unless the period of such delay exceeds six (6) months. When such period is exceeded, the Town will, upon a request by Contractor in writing, elect either to terminate this Contract for the Town's convenience as provided for in Section 4.05 or to grant a further extension of time, in the Town's sole and absolute discretion.

B. If Contractor is delayed in the critical path progress of the Work by acts of God, fire, wars, epidemics, pandemics other than COVID-19, or other unavoidable casualties beyond Contractor's control or anticipation, then, upon Contractor's written request to the Town within 7 days of Contractor first becoming aware of the condition causing the delay, then the Contract Time shall be extended for a reasonable period of time equivalent to the delay.

C. If Contractor believes that an extension of the Contract Time should be granted due to critical path delays to the progress of the Work caused by unanticipated adverse weather conditions, it may request a contract extension in writing from the Town within 7 days of Contractor first becoming aware of the unanticipated adverse weather conditions causing the delays. For purpose of this provision "weather" means precipitation, temperature, or wind, and an "adverse weather condition" means weather that on any calendar day varies from the average weather conditions for that day by more than 100% as measured by the National Oceanic and Atmospheric Administration. The term "unanticipated adverse weather conditions" means the number of days in excess of the anticipated adverse weather days per month as set forth below:

Monthly Anticipated Adverse Weather Days

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
7	4	4	4	6	3	4	2	3	3	2	5

By reason of example only, if in March there are 2 days when the snowfall exceeds the average snowfall for that day by 100%, those 2 days will have experienced an adverse weather condition. However, there will have been no unanticipated adverse weather condition in March, because there are four anticipated adverse weather days in March, which should be accounted for in the schedule. If, however, there are 5 days in which the snowfall exceeds the average snowfall by 100%, an unanticipated adverse weather condition will have occurred, and

Contractor shall be entitled to request an extension of time equivalent to the duration of the critical path delay caused by that unanticipated weather condition

D. Any request for extension of the Contract Time shall be made in writing to the Project Manager not more than 7 days after commencement of the delay; otherwise it shall be waived. Any such request shall contain an estimate of the probable effect of such delay on the critical path progress of the Work. Contractor shall use its best efforts to mitigate or minimize the length of any critical path delay to the progress of the Work, and shall have the burden to provide the events which caused the delays and that Contractor timely provided notice of those delays to the Town.

E. Contractor shall not be entitled to any increase in the Contract Price, or to damages, or to additional compensation as a consequence of any such delays.

F. Contractor shall not be entitled to any extension of time caused by events within the control of Contractor, nor for delays which Contractor could have foreseen and avoided, prevented, or significantly mitigated, nor for any delays caused in whole or in part by Contractor or its subcontractors or suppliers or anyone for whom any of them may be liable.

2.06 No Damages for Delay:

In strict accordance with C.R.S. § 24-91-103.5, the Town shall not amend the Contract Price to provide for additional compensation for any delays in performance which are not the result of acts or omissions of the Town or persons acting on behalf of the Town.

Part 3. Contractor's Responsibilities

3.01 Completion/Supervision of Work:

Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing in the jurisdiction where the Project is located. The services performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by others in the same or similar type of work, and in compliance with applicable laws, ordinances, rules and regulations including, without limitation, the Occupational Safety and Health Act ("OSHA"), 29 U.S.C. § 651, et seq. standards. Contractor shall be responsible for completion of all Work in a timely and workmanlike manner in accordance with the terms and specifications of the Contract Documents, including the techniques, sequences, procedures and means. Contractor shall be responsible for the coordination of all Work. Contractor shall supervise and direct the Work and give it all attention necessary for proper supervision and direction. Contractor shall maintain a supervisor or superintendent on site at all times when Contractor or any subcontractor is performing Work. Contractor shall designate the supervisor or superintendent, who shall be authorized to act on behalf of Contractor in all matters related to the Contract and shall notify the Town of the supervisor or superintendent's name and contact information, including mobile phone and email address, with 5 days of execution of the Contract. Contractor shall not remove or replace

the designated supervisor or superintendent from the Project without prior written notice to and written approval by the Town.

3.02 Duty to Inspect:

Contractor shall inspect all Contract Documents, tests and reports, including soil tests and engineering tests, if applicable, and shall conduct a site or field review prior to executing the Contract. Contractor assumes the risk of all conditions which are disclosed, or which are reasonably suggested by any such tests or reports, or which would be disclosed by a field or site review. Contractor shall have the affirmative duty to advise the Town of any concerns which Contractor may have regarding construction conditions prior to executing the Contract.

3.03 Furnishing of Labor and Materials:

A. Contractor shall provide and pay for all labor, materials and equipment, including: tools; construction equipment and machinery; utilities, including water; transportation; and all other facilities and services necessary for the proper completion of the Work as described in or reasonably inferable from the Contract Documents.

B. In all purchases of supplies, materials and provisions to be incorporated or otherwise used by Contractor in the Work, Contractor shall use supplies, materials and provisions produced, manufactured or grown in Colorado if such supplies, materials and provisions are not of inferior quality to those offered by competitors outside of Colorado.

3.04 Employees and Safety:

A. While engaged in the performance of the Work, Contractor shall maintain employment practices that do not violate the provisions of any applicable laws, ordinances, rules or regulations including, but not limited to, the Colorado Antidiscrimination Act of 1957, C.R.S. § 24-34-301, *et seq.*

B. Contractor shall maintain at all times strict discipline of its personnel, employees and other persons carrying out the Work, and Contractor shall not employ or furnish or permit the employment of any person unfit or without sufficient knowledge, skill, training and experience to perform properly the job for which the employee was hired in connection with the Work. The Town may require Contractor to remove from the Project any person the Town deems incompetent, careless or otherwise objectionable, in the Town's sole discretion, and Contractor shall promptly do so without any adjustment to the Contract Price or the Contract Time.

C. Contractor shall be responsible to the Town for the acts, negligence and omissions of all direct and indirect employees, subcontractors and their respective employees, and suppliers and their respective employees. Nothing in the Contract Documents nor the Town's acceptance or lack of objection to a subcontractor or supplier shall be construed as creating any contractual relationship between the

Town and any subcontractor, supplier or other person or entity having a direct contract with Contractor, a subcontractor, or supplier.

D. Contractor shall provide for and oversee all safety orders and precautions necessary for the safe performance of the Work. Contractor shall take reasonable precautions for the safety and reasonable protection, including the provision of all notices and compliance with all applicable laws bearing on the safety of persons or property, to prevent damage, injury or loss to: all personnel, employees, other persons carrying out the Work, and others whom the Work might affect; all materials and equipment in the custody, care or control of Contractor, whether such materials or equipment are stored on or off site, and whether or not incorporated into the Work; all Work performed under this Contract; and all property and improvements on the work site and any adjacent property. Contractor shall repair or replace any damage, injury, or loss to all public or private property caused directly or indirectly, in whole or in part, by Contractor, any subcontractor, any supplier, or any of their respective personnel or employees or anyone for whose acts any one of them may be liable.

3.05 Cleanup:

A. Contractor shall keep the work site and adjoining ways free of waste material and rubbish. Contractor shall remove all waste material and rubbish daily during construction, together with all tools, equipment, machinery and surplus materials. Contractor shall, upon completion of its Work, conduct general cleanup operations on the work site, including the cleaning of all surfaces, paved streets and walks. Contractor shall also conduct such general cleanup operations on adjacent properties disturbed by the Work.

B. If Contractor fails to perform the cleanup required by the Contract Documents, including this Section 3.05, after written notice, the Town may cause the cleanup to be performed at Contractor's expense. Upon receipt of a statement for such cleanup, Contractor shall pay to the Town the costs incurred by the Town for such cleanup, or the Town shall have the right to withhold and offset said amount from any progress or final payment due to Contractor.

3.06 Payment of Royalties and License Fees:

Contractor shall pay all royalties and license fees necessary for the Work and shall include and shall be considered to have included in the Contract Price a sum sufficient to cover all fees, royalties, licenses and claims for any patent rights, copyrights, trademarks or any other intellectual property rights which may be connected with the Work. Contractors shall defend, indemnify and hold harmless the Town and its officers and agents from and against all fees, claims, demands, suits, or actions for or in connection with any infringement or alleged infringement of any intellectual property rights.

3.07 Taxes, Licenses and Permits:

Contractor shall pay all taxes imposed by law in connection with the Work and shall procure all permits and licenses necessary for the prosecution of the Work. Contractor shall obtain a State tax-exempt number for exemption from the sales tax.

3.08 Samples and Shop Drawings:

Contractor shall furnish, upon the request of the Project Manager or as required by the Contract Documents, submittals, samples and shop drawings to the Project Manager, who shall, in collaboration with the Engineer, as applicable, review them for general conformance with the Contract Documents. Approval by the Town and/or the Engineer of any submittals, samples or shop drawings furnished by Contractor shall not relieve Contractor of its obligation to complete the Work in accordance with the Contract Documents.

3.09 Compliance with Laws and Regulations:

Contractor shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules in effect or enacted during the course of performance of the Work relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.* ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; the Clean Air Act, 42 U.S.C. § 7401, *et seq.*; the Occupational Safety and Health Act, 29 U.S.C. § 651, *et seq.* ("OSHA"); all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, standards, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect during the course of performance of the Work.

3.10 Subcontractors:

A. Those portions of the Work that Contractor does not customarily perform with its own personnel or does not, for purposes of this Project, intend to perform with its own personnel, shall be performed under written subcontracts or other appropriate written agreements with Contractor. Contractor shall furnish to the Project Manager at the time the Construction Contract is executed a list of names of subcontractors to whom Contractor proposes to award the portions of the Work to be subcontracted by Contractor.

B. Contractor shall not employ a subcontractor to whose employment the Town reasonably objects, nor shall Contractor be required to hire a subcontractor to whose employment Contractor reasonably objects.

C. All contracts between Contractor and subcontractor shall conform to the provisions of the Contract Documents and shall incorporate all relevant provisions of the Contract Documents.

3.11 Corrective Work:

When any Work does not conform to the Contract Documents, Contractor shall promptly and without cost to the Town make the necessary corrections so that the Work will so conform, within the time period approved by the Project Manager including, if necessary, the complete removal and replacement of the non-conforming Work with conforming Work. If Contractor does not correct such non-conforming Work within the time approved by the Project Manager, the Town may, in the Town's discretion, have the non-conforming work corrected by others. All direct or indirect costs of or in connection with such correction, including the additional costs of any professional services, testing or inspection necessary for the full and proper correction of the non-conforming Work, shall be paid by Contractor and, if sufficient amounts remain within the Contract Price, the costs incurred by the Town withheld or offset from any progress or final payment to which Contractor would otherwise be entitled. The Town's failure to reject, review, approval or acceptance of, or payment for any portion of the Work shall not be construed as a waiver of any rights under this Contract or any cause of action arising out of the performance of this Contract.

3.12 Other Contracts:

The Town reserves the right to let other contracts in connection with the Work. Contractor shall cooperate with all other contractors so that their work is not impeded by the Work, and Contractor shall give other contractors engaged by the Town in connection with the Work full and unimpeded access to the work site as necessary to fully and timely perform their respective contracts.

3.13 Communication:

Contractor shall direct all communications to the Town regarding the Work to the attention of the Project Manager. E-mail shall be an acceptable form of communication between Contractor and the Town for all communications other than "notices" as referenced in the Contract Documents which are required to be transmitted per Section 6(e) of the Contract.

Part 4. Suspension and Termination

4.01 Suspension for Contractor Default:

The Town may, in the Town's discretion, order Contractor in writing to suspend the Work or any part of the Work because Contractor has materially breached any terms or conditions of the Contract Documents. If Contractor later resumes work that the Town previously suspended pursuant to this Section 4.01, Contractor shall not be afforded any

extension of the Contract Time and the Town shall not be liable to Contractor for any additional costs caused by the suspension or related to Contractor's resuming the suspended Work.

4.02 Suspension for the Town's Convenience:

The Town may, at any time and without cause, order Contractor in writing to suspend the Work or any portion thereof for such period of time as the Town may determine, for the Town's convenience and in the Town's sole discretion. If the Town suspends the Work pursuant to this Section 4.02, the Contract Price and the Contract Time shall be equitably adjusted to account for any actual and substantiated critical path delays to the progress of the Work and actual and substantiated increase in costs for the performance of the Work. If the suspension applies to only a part of the Work, an extension of the Contract Time will be authorized based on the Project Manager's estimate of the delay to the entire Project caused by the partial suspension.

4.03 Labor Disputes:

Notwithstanding any other provision contained in this Contract, in the event of any picket or other form of labor dispute at the construction site, Contractor shall continue to perform the Work without interruption or delay. If Contractor ceases performance of the Work because of such picket or other form of labor dispute, the Town may terminate the services of Contractor after giving 48 hours' written notice of its intent to do so.

4.04 Termination for Contractor Default:

If Contractor defaults in the timely and proper performance of any of Contractor's obligations under the Contract Documents, without prejudice to any other rights or remedies, the Town may terminate this Contract or reassign all or any portion of the Work upon 30 days' written notice to Contractor. In the event of termination, the Town shall pay Contractor for that portion of the Work previously authorized and satisfactorily completed prior to the date of the notice of termination, subject to any offset or other claim for damages suffered by the Town attributable to Contractor's default.

4.05 Termination for the Town's Convenience:

A. The Town may, at any time and without cause, terminate the Contract, in whole or in part, for the Town's convenience and without cause if such determination is in the Town's best interest, upon 30 days' written notice to Contractor. If the Town terminates the Contract for convenience, the following shall apply:

1. Contractor is not entitled to any claim for any amount, including lost profits or other special or consequential damages, for or in connection with any portion of the Work yet to be performed.
2. Upon receipt of a termination notice, Contractor shall, unless otherwise directed by the Town, take all of the following actions: (a) cease operations as directed by the Town in the notice; (b) take all actions necessary or that the Town may direct for the protection and preservation

of the Work; and (c) use all reasonable efforts to cancel or divert outstanding commitments and subcontracts for procurement of services, materials or equipment to the extent they relate to the terminated portion of the Work.

3. The Town shall pay Contractor for that portion of the Work properly executed prior to the date of termination and, to the extent approved by the Town, actual cancellation charges or loss incurred by Contractor upon outstanding commitments or subcontracts that Contractor is unable to cancel, provided Contractor has proven reasonable efforts to divert the commitments to other activities.

4. Payment for amounts properly executed by Contractor prior to the termination notice, if any, shall be based on the applicable unit prices for such Work for those portions of the Work actually completed and accepted by the Town, as well as a release of any retainage held by the Town as of that time. Within 60 days of the effective date of the termination, Contractor shall submit a claim to the Town for such amounts, along with all supporting backup documentation and cost records substantiating the amounts claimed. Contractor shall not be entitled to lost profits or any other form of special or consequential damages, or any costs incurred due to Contractor's or any of its suppliers or subcontractors fault or failure to mitigate as a result of any such termination by the Town for convenience.

B. In no event shall the total sums paid to Contractor pursuant to this Section 4.05, if any, exceed the Contract Price.

C. Settlement of and payment for the Work performed and costs of termination as outlined in this Section 4.05 shall not relieve Contractor or its Surety from responsibility or obligations with respect to the Work performed or concerning any claims arising out of the Work performed by Contractor on the Project or Bonds issued in connection with the Project.

Part 5. Warranties:

5.01 Warranty of Fitness of Equipment and Materials:

Contractor represents and warrants to the Town that all equipment and materials used in the Work, and made a part of the Work, or placed permanently in the Work, shall be new unless otherwise specified in the Contract Documents. All equipment and materials used shall be of good quality, free of defects and in conformity with the Contract Documents. All equipment and materials not in conformity with the Contract Documents shall be considered defective.

5.02 General Warranty:

Contractor shall warrant and guarantee all material furnished and Work performed by Contractor for a period of 2 years from the date of Final Acceptance of the Work by the Project Manager. Under this warranty, Contractor agrees to repair or replace, at its own expense and under the direction of the Project Manager, any portion of the Work which

fails or is defective, unsound, unsatisfactory because of materials or workmanship, or which is not in conformity with the provisions of the Contract Documents. Should Contractor fail to perform any such corrective work required by this Section 5.02 within a reasonable period of time after a request by the Town, the Town may withdraw from the Payment and Performance Bond any and all amounts necessary to complete the required corrective work. The expiration of the warranty period shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for nonconforming Work or for Work negligently or defectively performed.

Part 6. Bonds, Insurance and Indemnification

6.01 Indemnification:

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Contract or the Contract Documents, to the extent that such injury, loss or damage is attributable to the act, omission, error, professional error, mistake, negligence or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor, or which arise out of any worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

B. Contractor, to the fullest extent permitted by law, shall defend, investigate, handle, respond and provide defense for and defend against any such liability, claims, damages, losses, expenses or demands at the sole expense of Contractor, or at the option of the Town, Contractor agrees to pay the Town or reimburse the Town for defense costs incurred by the Town in connection with any such liability, claims, damages, losses, expenses or demands. Contractor, to the fullest extent permitted by law, shall defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not such liability, claims or demands alleged are groundless, false or fraudulent.

C. This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6) and shall be read as broadly as permitted to satisfy that intent. Contractor's liability under this provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor. If Contractor is providing architectural, engineering, surveying or other design services under this Contract, the extent of Contractor's obligation to defend, indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative

dispute resolution or otherwise resolved by mutual agreement of the Parties, as provided by C.R.S. § 13-50.5-102(8)(c). However, nothing in this Section 6.01 shall apply to or affect any Bonds issued in connection with the Project, contracts or insurance, or insurance policies that provide for the defense, indemnification or holding harmless of public entities, nor any other obligations, rights or remedies of either of the Parties to this Contract.

6.02 Notice of Claim:

If Contractor receives any claim from any third party, including but not limited to subcontractors, suppliers, personnel, employees, or private property owners, arising from or relating in any way to the performance of the Work, Contractor shall notify the Town in writing of the nature of the claim within 24 hours of receipt of the claim by Contractor. In this notice, Contractor shall provide evidence that Contractor has notified Contractor's insurer of the claim. Contractor shall keep the Town apprised of the disposition of the claim, and Contractor shall take all necessary action to resolve the claim and make restitution, if required, as quickly as possible.

6.03 Insurance:

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Contract. Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Contract Documents, including this Section 6.03, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the minimum insurance coverages listed below, unless otherwise specified in the Special Provisions, with forms and insurers acceptable to the Town. By requiring such minimum coverages, the Town shall not be deemed or construed to have assessed the risk that may be applicable to Contractor. Contractor shall assess its own risks relative to the Work to be performed on this Project as required by the Contract Documents and, if Contractor deems it appropriate and/or prudent, maintain higher limits and/or broader coverages than those provided for herein.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to and provide coverage for all premises and operations, explosions, collapse and underground hazards, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations.

B. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by Contractor pursuant to the Contract Documents for the duration of the applicable statutes of limitation and statute of repose. All of Contractor's policies shall contain a severability of interests provision, and shall, where commercially available, include the Town and the Town's elected and appointed officers or officials, employees, agents, volunteers, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

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

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

E. Contractor shall ensure that all of Contractor's and subcontractors' or suppliers' insurers are licensed or approved to do business within the State of Colorado. Unless otherwise specified, all policies must be written on a per occurrence basis.

F. Contractor and its insurers shall waive subrogation in favor of Additional Insured parties.

G. Failure of Contractor to comply with these insurance requirements during the term of the Contract may be considered a material breach and may be cause for immediate termination of the Contract, at the Town's option and in its sole discretion.

6.04 Performance and Payment Bond:

Contractor shall furnish a Payment and Performance Bond in the full amount of the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents, including the warranty. This bond shall remain in effect at least until 2 years after the date of Final Acceptance of the Work.

Part 7. Payment

7.01 Progress Payments:

A. The Town shall make periodic progress payments to Contractor within 30 days following the Project Manager's approval of the Work completed and the applicable payment application. A progress payment shall be made only after

Contractor has submitted an application for a progress payment on a form approved by the Project Manager, along with copies of invoices from subcontractors or suppliers substantiating the amounts billed, partial, conditional lien and claim waivers executed by Contractor and by each subcontractor and supplier covered by the applicable payment application and, beginning with the second application for a progress payment, unconditional lien and claim waivers from Contractor and each subcontractor and supplier for all amounts paid by the Town on prior applications for payment.

B. Except as otherwise provided for in the Contract Documents and this Section 7.01, progress payments shall be in an amount equal to 95% of the Work actually completed. All amounts retained by the Town pursuant to this Section 7.01.B shall be retained by the town until the Work is completed and finally accepted by the Town. Completed Work shall, pursuant to approval and acceptance by the Project Manager, include materials and equipment not incorporated in the Work but delivered to the work site and suitably stored.

C. If Contractor fails to complete any required Work within the time period agreed between Contractor and the Project Manager, or within any time period set forth in the Contract Documents, as modified or extended, the Town is expressly authorized to withhold any progress payment for such Work until such Work is completed.

D. In addition to the 5% retainage provided for in Section 7.01.B and withholding for failure to timely complete the Work as provided for in Section 7.01.C, the Town may retain any disputed line item or portion thereof included in any application by Contractor for a progress payment for any of the following: any unsatisfactory performance of the Work; failure to repair or replace defective, non-conforming or rejected Work as directed by the Town; claims filed or reasonable evidence that claims may be filed against Contractor relating to the performance of the Work; Contractor's failure to make payments to subcontractors or suppliers as required by the Contract Documents; failure to comply with the Contract Documents or applicable law, including employment laws and licensing and permitting requirements; failure to maintain the Work and work site in a clean and orderly manner; failure to remedy damage to Town or private property damaged by Contractor or its subcontractors or suppliers during the performance of the Work; or a set off for amounts due to the Town by Contractor pursuant to the provisions of the Contract Documents, including amounts for liquidated damages. If the reasons for such withholding are cured by Contractor and no longer exist, the Town shall make payment to Contractor for the sums withheld, subject to the 5% retainage on all progress payments as provided for in Section 7.01.B.

E. Contractor warrants that it shall pay each subcontractor and supplier promptly, upon receipt of payment from the Town, the amount to which the subcontractor is entitled no later than 7 days after receipt of payment from the Town. Notwithstanding anything to the contrary, Contractor shall not be required to pay a subcontractor or supplier that has not performed in accordance with its subcontract

or purchase order. Contractor shall, by appropriate agreement with each subcontractor or supplier, require each subcontractor or supplier to make payments to the subcontractor's or supplier's sub-subcontractors or vendors in similar manner. The Town may furnish to each subcontractor or supplier information regarding the percentages of completion or the amounts applied for by Contractor and paid by the Town.

7.02 Final Payment:

Upon final acceptance of the Work, the Town shall make final payment to Contractor pursuant to, and subject to the provisions and limitations of, C.R.S. § 38-26-107.

7.03 Liquidated Damages:

A. Because time is of the essence and delayed performance causes a compensable, yet difficult to precisely ascertain, damage to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty. For each day Substantial Completion is delayed after the Substantial Completion date stated in the Construction Contract, as modified through approved change orders, Contractor shall be assessed the following amounts which constitute a reasonable estimate of the actual damages such delay would cause the Town:

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

B. If Contractor does not, after Substantial Completion, achieve Final Completion of the Work as required by and within the time specified in the Construction Contract, Contractor shall be assessed the amounts specified in Section 7.03.A for each day thereafter that the Project does not achieve Final Completion, which amounts constitute a reasonable estimate of the actual damages such delay would cause the Town.

C. Allowing Contractor to continue and finish the Work or any part thereof after the Substantial Completion date and Final Completion date, as applicable, shall not operate as a waiver on the part of the Town of any of its rights under the Contract Documents. Any liquidated damages assessed shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the Work in the Contract Time, nor for any attorneys' fees or costs that are otherwise allowable under the Contract Documents or applicable law. Liquidated damages may be deducted from any payment due Contractor or the retainage held by the Town. If the liquidated damages exceed the amount owed to Contractor, Contractor shall reimburse the Town within 30 days of the Town's written demand for such reimbursement.

7.04 Oral Agreements Prohibited:

This Contract is expressly subject to the provisions of C.R.S. § 29-1-110(1), and Contractor acknowledges that neither the Town nor any employee or agent thereof is authorized to expend or contract for the expenditure of any monies in excess of those appropriated by the Erie Town Council. The Town acknowledges that sufficient funds have been appropriated to pay the Contract Price, but Contractor shall not rely upon the appropriation of any funds in addition to those already appropriated unless and until the same are lawfully appropriated by the Erie Town Council.

7.05 Items Not Included In Detailed Scope of Work:

No additional compensation shall be paid for any costs or services listed in the Contract Documents but not specifically listed in the Detailed Scope of Work as a Bid Item.

7.06 Changes in Quantity:

- A. Except as provided in Section 7.07, the unit price shown in the Detailed Scope of Work shall be used to determine the payment owed Contractor for any changes in quantity.
- B. The actual quantity placed and accepted by the Town, as determined by the Project Manager, shall be used to calculate the payment due to Contractor.
- C. Prior to any Work being performed in excess of any of the Detailed Scope of Work quantities, Contractor shall notify the Town, in writing, of every quantity that will exceed 105% of the quantity listed in the Detailed Scope of Work.
- D. Except as provided in Section 7.08, Contractor shall not be entitled to compensation for any increased expense, loss of expected reimbursement or loss of anticipated profits, directly or indirectly caused by any changes in quantity.

7.07 Unit Price Adjustments:

- A. When a major item is increased to more than 125% or decreased below 75% of the original quantity stated in the Detailed Scope of Work, the unit price shall be modified by written change order. Payment for major items shall be calculated by multiplying the actual quantity placed by the modified unit price.

B. For purposes of this Section, a major item is any item having a total value, determined by multiplying the original quantity in the Detailed Scope of Work by the unit price, that exceeds 10% of the original Contract Price.

7.08 Eliminated Items:

Should any items contained in the Detailed Scope of Work be found unnecessary for completion of the Work, the items shall be eliminated. The Contract Price shall be modified through written change order, and the amount of the change order shall be the eliminated quantity multiplied by the unit price stated in the Detailed Scope of Work, minus any reasonable costs incurred by Contractor for the eliminated items. Reasonable costs shall be determined by the Project Manager based on information provided by Contractor, and may include mobilization of eliminated materials and equipment mobilization costs, if the sole purpose of the equipment was to place the eliminated material. In no case shall the costs exceed the amount of the eliminated items.

7.09 Materials Stored But Not Incorporated:

Payments may be made to Contractor for materials stored on the work site but not incorporated into the Work as evidenced by invoices or cost analyses of material produced, if the material has been fabricated or processed and is ready for installation into the Work and conforms with the Contract Documents. Payments shall not exceed 85% of the price shown in the Detailed Scope of Work or 100% of the certified invoice cost of the stockpiled material, whichever is less. Payment for stockpiled materials shall not relieve Contractor of responsibility for loss or damage to the material. Payment for living plant materials or perishable materials shall not be made until the living or perishable material is made an integral part of the finished Work.

7.10 Cost Records:

Contractor shall make cost records available to the Town if the Town deems it necessary to determine the validity and amount of any item claimed.

Part 8. Miscellaneous

8.01 Publications:

Any and all publications relating to the Work and authored by Contractor or any of its subcontractors shall be submitted to the Town for its prior written approval of the content of the publication. If the Town disapproves of the content of the publication, the author shall withdraw it from publication. The term "publication" as used herein shall include articles or letters to be published in any newspaper, magazine, trade journal or other periodical.

8.02 Confidentiality:

Any and all reports, information, data, statistics, forms, designs, plans, procedures, systems, studies and any other communication form of knowledge given to or prepared or assembled by Contractor under this Contract shall, to the extent authorized and permitted by law, be kept as confidential and not be made available by Contractor to any individual, company or organization without the prior written consent of the Town.

Notwithstanding the foregoing, Contractor shall not be restricted from releasing information in response to a subpoena, court order, or legal process, but Contractor shall notify the Town in writing before responding.

8.03 Independent Contractor:

Contractor, for all purposes arising out of this Contract, is an independent contractor and not an employee of the Town. It is expressly understood and agreed that Contractor shall not be entitled to any benefits to which the Town's employees are entitled, such as overtime, retirement benefits, worker's compensation, injury leave or other benefits.

8.04 Conflicts:

Should any conflict arise in the Contract Documents, the order of precedence is as follows:

1. Construction Contract.
2. Special Provisions.
3. General Provisions.
4. Technical Specifications (Gordian).
5. Detailed Plans (Calculated dimensions will govern over scaled dimensions).

8.05 Dispute Resolution:

- A. Contractor shall faithfully continue performance under this Contract during the pendency of any dispute or litigation arising under or relating to this Contract and the Work in accordance with the terms and conditions of the Contract Documents. Contractor's failure to faithfully continue performance due to a dispute or litigation shall, in the Town's discretion, be construed as a material breach of this Contract and justify termination for Contractor's default or such other action as the Town, in the Town's discretion, may deem appropriate or warranted.
- B. If the Town is reasonably required to engage an attorney to assist in connection with any claim or dispute with Contractor relating to or arising out of the Contract or the Work including, without limitation, in connection with any litigation proceedings, and the Town prevails in such proceeding, Contractor shall reimburse the Town for its reasonable attorneys' fees, costs, and other expenses incurred by the Town in connection with such proceedings.

Special Provisions

1. **General.**

A. All labor, services, material, and other work necessary for the construction of Erie Maintenance Storage Facility Expansion Project shall be provided by Contractor. Contractor's responsibilities shall include, but not be limited to: managing the budget; scheduling and coordinating work meetings; conducting field tests and geotechnical studies; preparing exhibits and participating in formal and informal public meetings at locations provided by the Town; and timely processing field orders, change orders and notices of substantial completion.

B. Contractor shall carefully examine all Work, and shall be solely responsible for the character, quality, and quantities of Work, materials, and compliance with the Contract Documents.

C. Contractor shall identify any and all necessary easements for construction and maintenance of the Work.

2. **Other Regulations.**

A. Contractor shall ensure that the Work is in compliance with the Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual, CDOT Specifications, AASHTO Specifications, International Building Code, Uniform Plumbing Code, Uniform Mechanical Code, National Electrical Code, Americans with Disabilities Act, and other applicable codes and specifications.

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

3. **Representatives.** Contractor shall have at the work site at all times as its agent, a competent superintendent capable of reading and thoroughly understanding the Contract Documents and being thoroughly experienced in the type of work being performed. The Town shall have a representative on the job site to observe work for conformance with the Contract Documents.

4. **Work Administration.** The Town shall administer the Work, including the finalization of any change orders, pay estimates and payments of such, acceptance of work, and other matters as stipulated in the Contract Documents.

5. **Engineer.** The Engineer for this Work shall be the Town Engineer.

6. Inspections and Testing.

A. Contractor shall be responsible for performing materials testing. In addition to the materials testing performed by Contractor, the Town may conduct Quality Assurance testing at its own discretion.

B. Contractor shall coordinate its construction schedule with the testing agency and Town so that key inspection points may be observed. If Contractor fails to provide reasonably adequate notice or proceeds without the required inspection, the subject work shall be re-exposed or redone in its entirety, while the inspector is present. No extra compensation shall be awarded to Contractor for extra work due to Contractor's failure to coordinate inspections with the testing agency or the Town. All costs associated with Contractor's failure to coordinate inspections shall be borne by Contractor.

C. Contractor shall perform construction inspections. Contractor shall attend any pre-construction meeting(s) and be available to provide technical assistance during the course of construction as necessary. Contractor shall provide site visits and reviews upon request from the Town during the construction phase to ensure compliance with the intent of the plans and to resolve any potential conflicts. Contractor shall provide a written summary after each site visit.

D. Contractor shall be responsible for scheduling the final inspection with the Town.

7. Construction Schedule.

A. At the time of the Pre-construction Conference, Contractor shall prepare and submit to the Town for review a critical path method (CPM) construction schedule including: proposed daily construction hours; details of all construction items; start and finish dates; confirmation and dates for coordinating all utility relocation and/or interruptions; and the same information for all subcontractor(s). The schedule shall not be changed without prior notification to and review by the Town. The schedule shall be in the form of a chart of suitable scale to indicate approximately the percentage of Work scheduled for completion at any time. Contractor shall enter on the chart the actual progress at the end of each 2-week interval as directed by the Town and shall deliver to the Town 3 copies thereof on a biweekly basis.

B. Contractor shall also prepare and submit a schedule of the anticipated manpower by title and duty. The manpower proposed shall be adequate for orderly flow of work and completion within the time specified in the Contract Documents.

C. All construction activities shall be coordinated with the Project Manager.

8. Saturday, Sunday, Holiday and Night Work.

A. Work shall normally not be performed on Saturdays, Sundays, observed holidays, or outside of the daytime working hours of 7:00 a.m. to 7:00 p.m., or as

indicated on the construction schedule. Lane closures are restricted to 9:00 a.m. to 4:00 p.m. on arterial and collector streets, except for such work as may be necessary for proper care, maintenance, and protection of Work already completed, or in cases where the Work would be endangered or if hazards to life or property would result.

B. If Contractor believes it necessary to work on Saturdays, Sundays, holidays, or at night, Contractor shall make prior arrangements with the Town and receive written approval at least 48 hours before such time. Such approval may be revoked by the Town if Contractor fails to maintain adequate equipment and lighting at night for the proper control, and inspection of the work. If Work is performed without the Town's prior approval, and as a result the Town had not assigned inspectors to the work, the Town may declare Work performed during this period of time defective.

C. Any Work performed on a Saturday, Sunday, holiday, or night shall be at Contractor's risk in terms of extra costs, extra work, or unforeseen conditions.

9. Progress Reports.

A. Progress reports and progress/manpower schedules shall be updated and submitted to the Project Manager at the end of each 2-week period, or at such other times as the Project Manager may request. Contractor shall also forward to the Project Manager, at the end of each month, an itemized report of the delivery status of major and critical items of purchased equipment and material, including shop drawings and the status of shop and field fabricated work.

B. If the completion of any part of the Work or the delivery of materials is behind the approved schedule, Contractor shall submit a plan acceptable to the Project Manager for bringing the Work up to schedule. The Town shall have the right to withhold progress payments for the work if Contractor fails to update and submit the progress/manpower schedule and reports as specified.

10. Pre-construction Conference.

A. Contractor shall coordinate the Pre-construction Conference. Contractor's designated supervisor(s) assigned to the Work shall attend this meeting.

B. Prior to mobilizing construction equipment, a Pre-construction Conference will be held. Contractor's designated superintendent(s) or supervisor(s) assigned to the Work shall attend this meeting. Contractor shall, at a minimum, provide the following to the Town at the Pre-construction Conference:

- i. The construction schedules;
- ii. A detailed estimate of partial payments for the Work;
- iii. The traffic control plan;
- iv. A detailed plan showing site access and staging areas; and
- v. A subcontractor submittal, including names and contact phone numbers.

11. Fees and Permits.

A. Prior to commencing any Work, Contractor shall secure, at its own expense, all necessary fees and permits required for the performance of the Work, including an Army Corps of Engineers 404 permit, if necessary. The cost of compliance with this Section (including fees) is included in the Contract Price, and no additional compensation shall be provided.

B. All fees for permits issued by the Town shall be waived.

12. Existing Utilities.

A. The Work shall be coordinated with all impacted utility companies, districts, associations, agencies, and residents located in the work site. Contractor shall conduct the meeting and provide summary minutes.

B. Contractor shall determine the actual location of all existing utilities prior to starting any Work. Contractor shall contact utility companies for field locations prior to the start of Construction Work, and shall contact all utilities at least 48 hours prior to beginning excavation and/or grading. If the exact location and depth of existing underground utilities are unknown, Contractor shall perform all necessary exploratory excavation to locate these facilities which may affect the Work prior to beginning construction. Contractor shall obtain required locates and Contractor shall include the information on the plans. Contractor shall resolve any utility discrepancies. Contractor shall be liable for all damage done to existing utilities in the performance of the Work.

C. If Contractor requests that utility companies relocate utilities for Contractor's convenience, such relocation shall be at Contractor's expense.

D. The time of performance under the Contract shall not be extended to account for repair of utilities which are damaged by Contractor.

13. Water and Electricity. Contractor shall provide and maintain, at its own expense, an adequate supply of water and electricity required for the Work. Contractor shall install and maintain supply connections and lines satisfactory to the Project Manager, and prior to Final Completion, Contractor shall remove the supply lines at its expense.

14. Dust Control. Contractor shall use measures to prevent and control dust within the area affected by the Work. No additional compensation shall be paid to Contractor for dust control. Contractor shall clean any soil, dirt, or debris tracked onto any adjacent streets. Within 24 hours of notification by the Town that any adjacent streets require cleaning, Contractor shall clean such streets or the Town may have the streets cleaned and deduct the cost of such cleaning from the Contract Price.

15. Construction Staging Areas. All construction staging areas shall be located within the work site. The boundaries of construction staging areas shall be approved by the Town. Construction staging areas shall be used for material storage, parking

for equipment, and employees' vehicles. A construction trailer shall not be required, but may be used if the location of the trailer is approved by the Town. Upon Final Completion, all staging areas shall be clean and restored to their original condition. No additional compensation shall be provided to Contractor for cleaning of construction staging areas.

16. Sanitary Facilities.

A. Sanitary convenience for the use of all persons employed on the work, properly screened from public observation, shall be provided in sufficient numbers and in such a manner and at such points as approved by the Town. The contents shall be removed and disposed of in a satisfactory manner.

B. The sanitary conveniences specified above shall be the obligation and responsibility of Contractor. The facilities shall be made available to all other contractors, subcontractors, and inspection personnel in the work site.

C. Contractor shall supply sufficient drinking water from approved sources to all of its employees.

D. Full compensation for compliance with this Section is included in the Contract Price, and no additional compensation shall be provided.

17. Soils Investigations and Foundation Engineering. Contractor shall be responsible for all geotechnical investigations necessary to design and perform the Work.

18. Lines and Grades. Contractor shall lay out the Work and shall be responsible for all measurements in connection therewith. Contractor shall, at its own expense, furnish all stakes, templates, platforms, equipment, and labor, including surveyors, that may be required in setting and cutting or laying out any part of the Work. Contractor shall be responsible for the proper execution of the Work to such lines and grades.

19. Traffic Control.

A. Contractor shall furnish all necessary flagpersons; erect and maintain warning lights, advance warning signs, detour signs, barricades, temporary fence, and sufficient safeguards around all excavations, embankments, obstructions; and perform any other work necessary for the protection of all work being performed, and for the safety of the public and pedestrian traffic, as well as motor vehicles. All signs and barricades shall conform to the current Manual on Uniform Traffic Control Devices.

B. At the Pre-construction Conference, Contractor shall submit a traffic control plan for review by the Town. The plan shall discuss the traffic control measures proposed for the safety of vehicular and pedestrian traffic through the work site.

C. Contractor shall at all times take proper precautions for the protection of and replacement or restoration of landscaping, driveway culverts, street intersection culverts or aprons, irrigation crossings and systems, mailboxes,

driveway approaches, signs, existing utilities, and all other public and private installations that may be encountered during the Work.

D. No driveway or private alley shall be blocked without prior written permission from the resident who would be affected by such blocking, with a copy to the Town.

E. No road shall be closed at any time.

F. Contractor shall advise the Police Department, school districts, trash services, and homeowners of any lane closures, including dates and times.

G. It shall be Contractor's responsibility to: maintain, protect, and control traffic in the vicinity of and in the work site; restrict parking on streets near the work site; and provide necessary parking areas for all employees in suitable locations as approved by the Town.

20. Archaeological and Historical Discoveries.

A. Contractor shall inform the Town of any evidence which might suggest to a layperson that archaeological or historical materials may be present in the work site. Upon making such a discovery, Contractor shall do whatever is necessary to avoid disturbing the work site. This may require that Contractor's activities be redirected or stopped until the Town determines how to proceed.

B. As a result of Contractor's efforts to preserve the potential discovery at the work site, if Contractor's activities are delayed for longer than 8 normal work hours, Contractor shall prepare accounting information to support an adjustment to the Contract Price.

21. Water Control.

A. Contractor shall take such precautions as necessary to construct the Work in a dry condition, and Contractor shall provide for drainage, dewatering, and control of all surface and subsurface water and shall erect any necessary temporary structures or other facilities at its own expense.

B. Contractor, at its own expense, shall furnish all necessary equipment and materials required to control the surface and subsurface water in all the areas from the commencement of Work through Final Completion.

C. Contractor shall be responsible for furnishing, transporting, and installing all materials and equipment, well points, pumping, channelization, diversion, damming, or other means of controlling surface water and ground waters.

22. Disposal Site

A. Contractor shall be responsible for the removal of all excess excavation, debris, deleterious material, muck, asphalt, concrete, trees, stumps, remains from clearing and grubbing, and all other materials not used for the construction of the improvements. Costs of disposal are included in the Contract Price and shall not

entitle Contractor to additional compensation. Contractor shall designate in writing a disposal site located outside the Town limits and acceptable to the Town.

B. Contractor's cost for loading, hauling, daily cleaning of streets, disposal of the earthwork (excavation) materials, together with the construction, maintaining and watering of haul roads, and dump fees and permits are included in the Contract Price and shall not entitle Contractor to additional compensation.

23. Video Prior to Construction. Contractor shall provide the Town with a video of the entire work site prior to beginning construction, including all adjacent areas, at Contractor's own expense. One copy of the video shall be provided to the Town and become the property of the Town prior to the commencement of any Work.

24. Existing Improvements and Restoration.

A. Contractor has field inspected the work site and fully understands that existing landscaping and improvements are present within the work site. Such existing improvements shall be protected. Any damage or disruption in the public right-of-way, drainage easements, Town property, or private property related to the Work shall be restored to pre-existing or better condition.

B. Contractor shall be responsible for replacing all existing improvements, including irrigation systems and landscaping, damaged during Contractor's activities, except as otherwise provided in the Contract Documents.

25. Erosion Control. Contractor shall provide an erosion/sediment control plan for use during construction. The plan shall include site specific details showing the type, location, and quantity of BMP's to be used. The erosion/sediment control plan shall be designed to prevent sediment from leaving the construction area. Special attention shall be given to prevent sediment from entering into any wetland area.

26. Vandalism. Contractor shall take all necessary steps to protect the work site from vandalism. Contractor shall be solely responsible to repair any damage caused by vandalism, including the removal of graffiti, at Contractor's own cost. The Contract Price shall not be increased to reimburse Contractor for such costs.

27. Job Order Contract (JOC) Special Conditions. The following clarifications and modifications apply to the General Provisions and these Special Provisions:

A. All references to "Bid Items" shall be interpreted to mean Work tasks necessary to complete the Work.

B. All references to "change order work," "extra work," "force account work," and any other descriptions to changes to the Detailed Scope of Work shall be interpreted to mean work described in the Detailed Scope of Work of a Supplemental Job Order, if any.

Certificate Of Completion

Envelope Id: C08E2347-6EAE-46B0-BC2E-4E6312F190E7

Status: Completed

Subject: Complete with Docusign: Construction Contract(Erie Maintenance Storage Facility Expansion)

Source Envelope:

Document Pages: 33

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

P&R Business Business Services

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645 Holbrook Street

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Erie, CO 80516

prbs@erieco.gov

IP Address: 50.206.104.130

Record Tracking

Status: Original

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Location: DocuSign

11/19/2025 3:12:26 PM

prbs@erieco.gov

Signer Events

Benjamin J Placzek

bplaczek@facilitiescontracting.com

Security Level: Email, Account Authentication
(None)

Signature

Signed by:

8A3076AA17DE420...

Signature Adoption: Pre-selected Style

Using IP Address: 96.90.177.149

Timestamp

Sent: 11/19/2025 3:15:26 PM

Resent: 11/24/2025 3:10:06 PM

Viewed: 11/24/2025 3:12:18 PM

Signed: 11/24/2025 3:12:51 PM

Electronic Record and Signature Disclosure:

Accepted: 11/24/2025 3:12:18 PM

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

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Agent Delivery Events

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Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Kathy Kron

kkron@erieco.gov

Senior Parks Planner

Town of Erie

Security Level: Email, Account Authentication
(None)

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Viewed: 11/24/2025 3:13:21 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Adrian Gee

agee@facilitiescontracting.com

Security Level: Email, Account Authentication
(None)

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Sent: 11/24/2025 3:12:53 PM

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Electronic Record and Signature Disclosure:

Accepted: 10/14/2025 3:51:33 PM

ID: ed729c7d-33a2-47cd-acd7-5d51ee157182

Witness Events

Signature

Timestamp

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	11/19/2025 3:15:26 PM
Certified Delivered	Security Checked	11/24/2025 3:12:18 PM
Signing Complete	Security Checked	11/24/2025 3:12:51 PM
Completed	Security Checked	11/24/2025 3:12:53 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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Town of Erie

645 Holbrook Street
Erie, CO 80516

Town Council

Meeting Date: 8/25/2026

File #: 2026-117

Subject:

A Resolution of the Town Council of the Town of Erie Approving an Agreement for Professional Services with HDR Engineering, Inc. for On-Call General Engineering Consulting Services

Department: Public Works,

Presenter(s): David Pasic, Public Works Director
Emma Atwell, Civil Engineer II

Time Estimate:

Fiscal Summary:

Cost as Recommended: \$500,000.00
Balance Available: \$500,000
Fund: Multiple Funds
Line Item Number: Multiple Line Items
New Appropriation Required: No

Policy Issues:

Council must approve contracts of this amount per the Purchasing Policy.

Staff Recommendation:

Approve the Resolution.

Summary/Key Points:

This agreement allows the Engineering Division to retain an on-call consultant for Engineering Services for the next three years.

Background of Subject Matter:

On May 28, 2026, the Town posted a request for proposals solicitation on the Rocky Mountain E-Purchasing website (aka BidNet) for proposals relating to On-Call General Engineering Consulting Services.

On-call contractors act as an extension of the public sector teams and provide services that are smaller in scope and needed in a clinch. The Engineering Division has five available on-call contractor slots that cover more than 14 engineering fields. This includes categories such as engineering support services, construction management, development review, water and wastewater, stormwater and drainage, subsurface utility engineering (S.U.E), infrastructure and pipeline assessment and rehabilitation, water resources modeling and support, environmental services, geotechnical and material services, land survey, structural engineering, telecommunication network design, and light and landscaping. The consultants were carefully selected for their qualifications, experience, pricing, and ability to acquire sub-consultants for specialty tasks when required by the Town. Projects exceeding the scope of the on-call services are advertised for bid.

On June 26, 2026, the Town received 31 proposals and through the process was able to narrow down the award to five companies:

- HDR Engineering, Inc.
- Jacobs Engineering Group, Inc.
- Freese and Nichols, Inc.
- JVA, Incorporated
- Merrick & Company

Each individual agreement is intended to be for a 3-year period and shall not exceed \$500,000 collectively over that same period. Funds for this contract will come from various projects that utilize funding from different capital improvement project (CIP) budgets, including water, wastewater, urban renewal, transportation, storm drainage, public facilities, capital improvements, and airport. These funds will not be encumbered up front. Funds will be encumbered as Task Orders are assigned over the course of the contract term.

Attachments:

1. Resolution 2026-169
2. Agreement

**Town of Erie
Resolution No. 2026-169**

**A Resolution of the Town Council of the Town of Erie Approving
an Agreement for Professional Services with HDR Engineering,
Inc. for On-Call General Engineering Consulting Services**

Whereas, the Town of Erie and HDR Engineering, Inc. desire to enter into an Agreement for Professional Services for On-Call General Engineering Consulting Services (the "Agreement");

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

Section 1. The Agreement for Professional Services with HDR Engineering, Inc. is hereby approved in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Agreement on behalf of the Town.

Adopted this 25th day of August, 2026.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Agreement for Professional Services (Hourly)
(On-Call General Engineering Services)

This Agreement for Professional Services (the "Agreement") is made and entered into this ____ day of _____, 2026 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipality with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516, (the "Town"), and HDR Engineering, Inc., a Nebraska corporation, with a principal place of business at 1917 S. 67th Street, Omaha, NE 68106 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, the Town requires professional on-call general engineering services; and

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

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

I. Scope of Services

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

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

II. Term and Termination

A. This Agreement shall commence on the Effective Date and shall continue for three (3) years unless sooner terminated as provided herein (the "Term").

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

III. Compensation

In consideration for the work performed by Contractor under the Scope of Services, the Town shall pay Contractor an amount not to exceed \$500,000 over the Term. Amounts billed may not exceed the rates set forth in **Exhibit B**.

IV. Professional Responsibility

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

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

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work under this Agreement, except as expressly set forth in the Scope of Services.

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

E. Contractor shall comply with the accessibility standards for an individual with a disability adopted by the State Office of Information Technology pursuant to C.R.S. § 24-85-103, and shall indemnify, hold harmless and assume liability on behalf of the Town and its officers, employees, agents and attorneys for all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and any other amounts

incurred by the Town in relation to Contractor's noncompliance with such accessibility standards.

V. Ownership

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change the Work Product without providing notice to or receiving consent from Contractor; provided that Contractor shall have no liability for any work that has been modified by the Town.

VI. Independent Contractor

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

VII. Insurance

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

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

3. Automobile Liability: Contractor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired, and non-owned vehicles used in performing services under this Agreement.

4. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate. Contractor shall continuously maintain coverage or tail coverage shall be maintained for a minimum of three years following the expiration or termination of this Agreement.

5. Environmental liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.

6. Cyber liability insurance with minimum limits of \$1,000,000 each claim.

7. Contractor shall maintain an Umbrella policy with minimum coverage of \$2,000,000 over Commercial General Liability and Automobile Liability.

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

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

VIII. Indemnification

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

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

IX. Miscellaneous

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

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

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

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

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

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

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

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

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

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

K. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the

Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

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

M. *Electronic Signatures.* The Parties intend that this Agreement be governed by the Uniform Electronic Transactions Act, C.R.S. § 24-71.3-101, *et seq.*

[signature page to follow]

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

Town of Erie, Colorado

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Contractor

HDR Engineering, Inc.
a Nebraska corporation

By:



Name: R. Bradley Martin
Title: Sr. Vice President

Exhibit A

Scope of Services

Contractor's Duties

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

- Contractor shall provide the Town with on-call general engineering services. The scope of each on-call request will be defined by the Town at the time the request is made.

Exhibit B Compensation

Contractor shall be paid on an hourly basis for the time spent by Contractor's employees performing the work described in the Scope of Services. Contractor shall provide itemized invoices detailing the work performed, and shall bill in increments of not less than 15 minutes. Such invoices shall be submitted to the Town on a monthly basis.

The hourly rates for Contractor's employees are as follows:

Billing Rates

Town of Erie | Project No. N26-409:
On-Call General Engineering Consulting Services



Town of Erie On-Call Services	HOURLY BILLING RATE			
Staff Classification	2026	2027	2028	2029
Management				
Project Principal	\$326	\$339	\$352	\$366
Project Manager, Level V	\$304	\$316	\$328	\$342
Project Manager, Level IV	\$283	\$294	\$306	\$318
Project Manager, Level III	\$261	\$271	\$282	\$294
Project Manager, Level II	\$239	\$249	\$259	\$269
Project Manager, Level I	\$217	\$226	\$235	\$245
Technical Staff				
Senior Engineer, Level V	\$326	\$339	\$352	\$366
Senior Engineer, Level IV	\$315	\$328	\$341	\$354
Senior Engineer, Level III	\$298	\$310	\$323	\$336
Senior Engineer, Level II	\$288	\$300	\$312	\$324
Senior Engineer, Level I	\$275	\$286	\$297	\$309
Project Engineer, Level V	\$261	\$271	\$282	\$294
Project Engineer, Level IV	\$244	\$254	\$264	\$275
Project Engineer, Level III	\$234	\$243	\$253	\$263
Project Engineer, Level II	\$217	\$226	\$235	\$245
Project Engineer, Level I	\$204	\$212	\$220	\$229
Design Engineer, Level V	\$190	\$198	\$206	\$214
Design Engineer, Level IV	\$174	\$181	\$188	\$195
Design Engineer, Level III	\$158	\$164	\$171	\$178
Design Engineer, Level II	\$147	\$153	\$159	\$165
Design Engineer, Level I	\$131	\$136	\$142	\$147
Senior GIS Data Analyst	\$239	\$249	\$259	\$269
GIS Data Analyst	\$174	\$181	\$188	\$195
Senior CAD Designer/GIS Data Analyst	\$207	\$215	\$224	\$233
CAD Designer, Level V	\$190	\$198	\$206	\$214
CAD Designer, Level IV	\$174	\$181	\$188	\$195
CAD Designer, Level III	\$158	\$164	\$171	\$178
CAD Designer, Level II	\$141	\$147	\$153	\$159
CAD Designer, Level I	\$125	\$130	\$135	\$140
CAD Technician, Level III	\$120	\$124	\$129	\$135
CAD Technician, Level II	\$109	\$114	\$118	\$123
CAD Technician, Level I	\$98	\$102	\$106	\$110
Environmental Specialist III	\$185	\$193	\$200	\$208
Environmental Specialist II	\$152	\$158	\$164	\$171
Environmental Specialist I	\$125	\$130	\$135	\$140
Communication/Public Outreach Manager	\$207	\$215	\$224	\$233
Communication Coordinator/Public Outreach, Level III	\$163	\$170	\$177	\$184
Communication Coordinator/Public Outreach, Level II	\$136	\$142	\$147	\$153
Communication Coordinator/Public Outreach, Level I	\$120	\$124	\$129	\$135
Communication Coordinator/Public Outreach, Graphic Artist	\$131	\$136	\$142	\$147

Senior Project Professional III	\$283	\$294	\$306	\$318
Senior Project Professional II	\$244	\$254	\$264	\$275
Senior Project Professional I	\$212	\$221	\$229	\$239
Planner III	\$180	\$187	\$195	\$202
Planner II	\$152	\$158	\$164	\$171
Planner I	\$136	\$142	\$147	\$153
Junior Planner	\$109	\$114	\$118	\$123
ROW Manager	\$217	\$226	\$235	\$245
ROW Lead	\$201	\$209	\$217	\$226
ROW Agent III	\$185	\$193	\$200	\$208
ROW Agent II	\$163	\$170	\$177	\$184
ROW Agent I	\$131	\$136	\$142	\$147
Construction	2026	2027	2028	2029
Sr. Construction Manager	\$271	\$282	\$294	\$305
Construction Manager I	\$244	\$254	\$264	\$275
Construction Engineer II	\$201	\$209	\$217	\$226
Construction Engineer I	\$185	\$193	\$200	\$208
Construction Inspector III	\$168	\$175	\$182	\$190
Construction Inspector II	\$147	\$153	\$159	\$165
Construction Inspector I	\$125	\$130	\$135	\$140
Junior Construction Inspector	\$109	\$114	\$118	\$123
Administrative and Support Staff	2026	2027	2028	2029
Accounting Manager	\$174	\$181	\$188	\$195
Project Accountant III	\$152	\$158	\$164	\$171
Project Accountant II	\$131	\$136	\$142	\$147
Project Accountant I	\$109	\$114	\$118	\$123
Project Assistant	\$114	\$119	\$124	\$129
Administrative Support	\$104	\$108	\$112	\$117
Direct Expenses				
Personal Mileage	at current IRS Rate			
HDR Vehicle Mileage	\$0.88/mile			
Copies (8.5x11 and 11x17)	at cost			
Prints (24x36)	at cost			
Travel (Airfare, Meals, Lodging)	at cost			
Subconsultants	cost + 7.5%			

The following subcontractors are authorized to perform services on an on-call request. Billing for subcontractors shall be at the following rates:



TOWN OF ERIE

Fees for Professional Services

Classification Title	Regular Rate per hour	Overtime Rate per hour
Officers / Associates		
President / Senior Vice President	\$370.00	
Vice President	\$315.00	
Associate Vice President	\$285.00	
Senior Associate	\$260.00	
Associate	\$240.00	
Engineering / Geology / Hydrology / Environmental		
Senior Professional III	\$210.00	
Senior Professional II	\$195.00	
Senior Professional I	\$170.00	
Professional IV	\$150.00	
Professional III	\$140.00	
Professional II	\$125.00	
Professional I	\$115.00	
Field and Lab Technician		
Senior Technical Services	\$140.00	\$160.00
Technical Services IV	\$130.00	\$150.00
Technical Services III	\$120.00	\$140.00
Technical Services II	\$105.00	\$120.00
Technical Services I	\$95.00	\$110.00
Drafting and Administrative		
Senior Drafter	\$160.00	\$175.00
Drafter (IV, III)	\$140.00	\$155.00
Drafter (II, I)	\$120.00	\$135.00
Office Services (Senior, V)	\$155.00	\$175.00
Office Services (IV, III)	\$125.00	\$155.00
Office Services (II, I)	\$105.00	\$120.00
Special Services		
Senior Consultant	as quoted	
Consultant	as quoted	
Instrumentation Specialist	\$200.00	

Expert Testimony

Hourly rates will be doubled for time spent actually providing expert testimony in court or depositions.

Subconsultants, Subcontractors, and Reimbursable Expenses

Expenses other than salary costs that are directly attributable to our professional services will be invoiced at our cost plus 15%.

Examples include, but are not limited to, expenses for subconsultants and subcontractors, out-of-town travel and living, information processing equipment, instrumentation and field equipment rental, special fees and permits, premiums for additional or special insurance where required, telecommunication charges, local mileage and parking, use of rental vehicles, taxi, reproduction, local and out-of-town delivery service, express mail, photographs, laboratory equipment fees, shipping charges, and supplies.

These rates are for the first 24 months of the agreement (assumed to be from June 2026 through June 2028). At the end of end of the first two years of the agreement, rates will be adjusted for the next 12 months and invoiced accordingly.

Equipment, Sample Storage, and Laboratory Testing

Field Equipment	Rates			
	each	per day	per week	per month
Nuclear Density Gauge		\$42.00		
Vehicle (25 miles or less from S&W office)		\$42.00		
Vehicle (on call basis or over 25 miles from office)		per federal mileage rate		
Sample Jars (16 oz)		\$3.00 each (\$60.00 per box of 24)		
Brass Tubes	\$11.00			
Hand Boring Kit		\$65.00		
Large Plastic Bags	\$1.00			
Resistivity Meter		\$95.00		
Generator		\$68.00		
Water Level Indicator		\$43.00	\$83.00	\$208.00
Vibrating Wire Piezometer (VWP) Readout		\$43.00	\$83.00	\$208.00
Submersible Water Level Datalogger		\$83.00	\$192.00	\$570.00
Downhole Barometric Pressure Datalogger		included with Water Level Datalogger Rental		
Single-Channel VWP Datalogger		\$83.00	\$192.00	\$570.00
Inclinometer Probe and Readout		\$125.00	\$495.00	\$1,450.00
Sondex Extensometer Readout		\$83.00	\$192.00	\$570.00
DJI Phantom 4 UAV		\$200.00	\$415.00	\$1,250
EOS Arrow 100 GPS Unit		\$83.00	\$192.00	\$570.00
Starlink Satellite Field Internet Access		\$15.00	\$55.00	\$190.00
Double-Ring Infiltrometer		\$182.00	\$520.00	\$1,560.00

Sample Storage	Rate per month
<i>(After completion of report for studies or first month for testing)</i>	
Minimum Storage Fee	\$35.00
Each Box or Tube	\$6.00
Each Bag/Bucket Sample	\$11.00

Laboratory Testing	each
Soil, Rock, and Aggregate Testing	
Classification	
Description and Identification of Soils, Visual-Manual Procedure (ASTM D 2488)	\$14.00
Water Content by Oven (ASTM D 2216)	\$14.00
Unit Weight of Extruded Tube Sample (ASTM D 2937)	\$38.00
Atterberg Limits	
Liquid Limit, Plastic Limit, and Plasticity Index (ASTM D 4318)	
One-Point Method	\$130.00
Three-Point Method	\$188.00
Particle-Size Analysis	
Sieve Analysis Only (ASTM D 6913)	\$145.00
Combined Analysis (ASTM D 422) (Hydrometer analysis on material finer than No. 10 Sieve unless otherwise specified)	\$290.00

Laboratory Testing	each
Soil, Rock, and Aggregate Testing (continued)	
Soil Material Finer than No. 200 Sieve (ASTM D 1140)	\$77.00
Surcharge for Split Sieve Gradation	\$31.00
Sieve Analysis Surcharges for Large Particle Sizes	
1.5- to 3-inch maximum size	\$33.00
Greater than 3-inch maximum size	Hourly Technician Rate
Aggregate Sieve Analysis (ASTM C 136 and C 117)	\$156.00
Aggregate Sieve Analysis – Fines exceeding 15%	\$177.00
Moisture Density Relationship of Soils	
ASTM D 698, Standard Proctor	
Method A & B	\$290.00
Method C	\$320.00
One-Point Check	\$115.00
ASTM D 1557, Modified Proctor	
Method A & B	\$310.00
Method C	\$360.00
One-Point Check	\$120.00
<i>Preparation of cohesive soil samples will be charged at hourly staff rates.</i>	
Miscellaneous Soil Tests	
Specific Gravity and Absorption (coarse aggregate) (ASTM C 127)	\$125.00
Specific Gravity and Absorption (fine aggregate) (ASTM C 128)	\$187.00
Sand Equivalency Value (ASTM D 2419)	\$130.00
One-Dimensional Swell Test (ASTM D 4546)	\$156.00
One-Dimensional Swell Test – Additional Reload Increments (per point)	\$21.00
Sulfate Analysis	\$78.00
pH Test	\$78.00
Chloride Analysis	\$79.00
Resistivity Test (Lab)	\$79.00
Corrosion Suite	\$286.00
R-Value Test	\$600.00
Unconfined Compressive Strength of Rock (peak only)	\$200.00
Unconfined Compressive Strength of Soil (ASTM D 2166)	\$185.00
Point Load Test (per break)	\$68.00

Concrete, Masonry, and Asphalt Testing	each
Concrete	
Compression Test – Cylinder	\$30.00
Core Compression Test	\$115.00
CLSM Cylinder	\$33.00
Masonry	
Mortar Compression Test	\$28.00
Grout Compression Test	\$65.00
CMU Prism Compression Test	\$225.00
Asphalt	
Core Density and Thickness	\$65.00
Asphalt Ignition with Gradation	\$260.00
Asphalt Ignition w/o Gradation	\$135.00
Theoretical Maximum Specific Gravity	\$135.00
Volumetric Testing	\$485.00
Asphalt Core Rig	\$110.00/day
Each Core	\$10.00



	2026	2027	2028
Project Surveyor	\$150.00	\$155.00	\$160.00
Project Manager	\$121.00	\$125.00	\$129.00
Processing:			
Draftsman	\$118.00	\$121.00	\$125.00
CAD Technician I	\$106.00	\$109.00	\$112.00
CAD Technician II	\$100.00	\$103.00	\$106.00
Field:			
Crew Rate (2-man)	\$197.00	\$203.00	\$209.00
GPS Crew	\$180.00	\$185.00	\$190.00
Crew Chief	\$116.00	\$120.00	\$123.00
Expert Witness	\$237.00	\$245.00	\$250.00
Clerical	\$58.00	\$59.00	\$60.00
A.T.V.	\$50.00	\$52.00	\$53.00
Boat	\$50.00	\$52.00	\$53.00
Copies:			
8 ½ X 11"	\$0.15	\$0.15	\$0.15
8 ½" X 14"	\$0.20	\$0.20	\$0.20
11" X 17"	\$0.25	\$0.25	\$0.25
18" X 24" Prints	\$1.50	\$1.50	\$1.50
24" X 36" Prints	\$2.00	\$2.00	\$2.00
24" X 36" Mylars	\$8.00	\$8.00	\$8.00



January 1, 2026

STANDARD HOURLY RATE SCHEDULE:

Principal	210.00/hr.
CAD Technician	125.00/hr.
Project Manager	170.00/hr.
Crew Chief 2 – 2 Person Crew	125.00/hr.
Crew Chief 2 – With GPS Base	180.00/hr.
Survey Technician	95.00/hr.
Crew Chief 1 – 1 Person Crew	170.00/hr.
Crew Chief 1 – With GPS Base	220.00/hr.
Expert Witness	300.00/hr.

REIMBURSABLE EXPENSES:

Mileage	0.60/mi.
Federal Express	56.00/ea.
Courier Service	70.00/ea.
Mylar Copy (24"x36")	22.00/ea.
Mylar Copy (18"x24")	17.00/ea.
Bond Copy (24"x36")	8.00/ea.
Bond Copy (8.5"x11")	.50/ea.

The total compensation under this Agreement shall not exceed \$500,000 collectively over the three (3) year term.



Town of Erie

645 Holbrook Street
Erie, CO 80516

Town Council

Meeting Date: 8/25/2026

File #: 2026-126

Subject:

A Resolution of the Town Council of the Town of Erie Approving a Second Amendment to Agreement for Professional Services with Felsburg Holt & Ullevig, Inc. for Design Services

Department: Public Works,

Presenter(s): David Pasic, Public Works Director
Wendi Palmer, Civil Engineer III

Time Estimate: 0

Fiscal Summary:

Cost as Recommended: \$30,000
Balance Available: \$1,560,142
Fund: Urban Renewal Authority
Line Item Number: 800-90-871-605000-100215
New Appropriation Required: No

Policy Issues:

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

Staff Recommendation:

Approve the Resolution.

Summary/Key Points:

- This amendment will provide the funding for as-builts for the pedestrian bridge project and to create a lighting design for the bridge.

Background of Subject Matter:

The construction of this project is complete.

The Town needs accurate as-built information for Town files. FHU will use the information from the contractor and construction management company to provide the information in the format the Town needs.

There has also been an interest in providing lighting on the bridge. This amendment will produce a lighting design for the Town to use. The Urban Renewal Authority (URA) will need to also approve the additional funds. This review is scheduled for the Aug. 25, 2026, URA Meeting.

Attachments:

1. Resolution 2026-170
2. Second Amendment

**Town of Erie
Resolution No. 2026-170**

**A Resolution of the Town Council of the Town of Erie Approving a
Second Amendment to Agreement for Professional Services with
Felsburg Holt & Ullevig, Inc. for Design Services**

Whereas, the Town of Erie ("Town") and Felsburg Hold & Ullevig, Inc. ("Contractor") entered into an Agreement for Professional Services on July 12, 2022, as amended by a First Amendment to Agreement for Professional Services (collectively, the "Agreement");

Whereas, the Town and Contractor desire to further amend the Agreement.

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

Section 1. The Second Amendment to Agreement for Professional Services ("Second Amendment") with Felsburg Holt & Ullevig, Inc. is hereby approved in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Second Amendment on behalf of the Town.

Adopted this 25th day of August, 2026.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Second Amendment to Agreement for Professional Services
(Colliers Hill Historic Downtown Erie Connection)

This Second Amendment to Agreement for Professional Services (the "Amendment") is made and entered into this ____ day of _____, 2026 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipality with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), Felsburg Holt & Ullevig, Inc. a Colorado corporation with a principal place of business at 6400 S Fiddlers Green Circle, Suite 1500, Greenwood Village, CO 80111 ("Contractor"), each a "Party" and collectively the "Parties."

Whereas, on July 12, 2022 the Parties entered into an Agreement for Professional Services for the Contractor to design services for the Town, as amended by a First Amendment to Agreement for Professional Services (collectively, the "Agreement"); and

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

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

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

A. Receive/Review Contractor-Provided CAD/CSV As-Built Information

- FHU will review the CAD and CSV files provided by the construction contractor representing the as-constructed project, with all field revisions, change order information, and adjustments made in the field during construction
- FHU will assess the compliance of the contractor-provided CAD files and information with the Town of Erie Digital As-Built Requirements, including Object Data Tables, assigned line types, etc., and provide any questions to the contractor for clarification

B. Development of As-Built Plans

- FHU will compile the CAD and CSV information received from the construction contractor, with design CAD information to generate the digital as-built deliverable in accordance with the Town of Erie Digital As-Built Requirements
- FHU will compile the PDF final plan set in accordance with the Town of Erie PDF Requirements for electronic submittal to the Town of Erie GIS staff

C. QA/QC of As-Built Deliverables

- FHU will backcheck CAD As-Built files for compliance with Town Digital As-Built Requirements Review Checklist and make any corrections needed
- FHU will backcheck PDF As-Built files for compliance with Town PDF Requirements Review Checklist and make any corrections needed

D. Town Review – Revisions - Deliverables

- Following Town review of as-built submittals, FHU will complete final revisions
- Compile final submittal of deliverables (listed below)

E. Bridge Lighting Options Memorandum

- Coordinate with bridge engineer-of-record (BCS) regarding possible bridge deck lighting options
- Provide bridge deck lighting options memo with cut sheets from manufacturers, where available

F. Project Management

- FHU will provide monthly invoices identifying tasks completed and budget expended during the previous month

Deliverables:

1. Final PDF As-Built Plan Set (electronic submittal)
2. Final CAD As-Built files in DWG format or GIS shapefile, if available (electronic submittal)

Assumptions / Exclusions:

- No additional scope tasks are included in this amendment other than those listed above.
- No additional design or redesign tasks are included in this amendment, including, but not limited to: drainage, floodplain, park elements, retaining walls/structures, trail design.
- No subconsultant assistance is assumed to be needed. No subconsultant scope tasks or fees are included in this amendment.
 - No additional field investigations are assumed to be needed including, but not limited to: geotechnical, survey, environmental, landscape, utility, floodplain, park, railroad.
- No landscape or irrigation design tasks are included in this amendment.
- No additional meetings, public meetings, Town Board meetings, etc. are included in this amendment

Schedule:

FHU will complete the as-built digital and PDF submittals within 4 weeks of receipt of the construction contractor's CAD and CSV files, and any clarification needed. The tasks listed in this amendment will commence upon written notice to proceed from the Town of Erie. The bridge lighting options memo is anticipated to take 2 weeks following Notice to Proceed.

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

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

3. Paragraph III, entitled "**Compensation**" is hereby deleted in its entirety and replaced with:

"In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor an amount not to exceed \$301,000. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt. Payment for work added to the Agreement pursuant to the Second Amendment to Professional Services Agreement shall be paid in accordance with Exhibit B-1, attached to the Second Amendment to Professional Services Agreement and incorporated therein."

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

[signature page to follow]

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

Town of Erie, Colorado

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Contractor

Felsburg Holt & Ullevig, Inc.
a Colorado corporation

Katharine Duitsman

Digitally signed by Katharine Duitsman
DN: C=US,
E=katharine.duitsman@fhueg.com,
CN=Katharine Duitsman
Date: 2026.07.17 10:27:43-06'00'

Name: Katharine Duitsman

Title: Principal

Exhibit B-1

Compensation for Services Added Pursuant to Second Amendment to Professional Services Agreement

Colliers Hill-Historic Downtown Erie Connection, P22-454
Town of Erie
Amendment #2 - As-Built Plans
Wednesday, June 26, 2026

Fee Schedule

TASK / DELIVERABLE		Katherine Dullman, PE Principal-in-Charge	Stephanie Andra, PE Project Manager	Jeremy Andryuskaas CADD Manager GA/GC	Scott Damschroder Lead Designer Plan CADD Compliance	Joel Damschroder Engineer II Plan As-Built Edits	Bill Marzotto, PE Senior Engineer Bridge Lighting Memo	Megan Ormisa GIS Manager GIS Compliance	Professional Service Hours	Professional Service Fee	Other	TOTALS	Descriptions	
		\$295	\$290	\$225	\$225	\$135	\$235	\$185			FHU's Other Direct Costs/Expenses	Professional Service Fee and Other Direct Costs		
SCOPE OF WORK	A. Receive/Review Contractor-Provided Cad/CSV As-Built Information													
	• Review Cad/CSV files from Contractor and field revisions		2	2	2				6	\$ 1,480		\$ 1,480		
	• Request clarification from Contractor, if needed		2	2	2				6	\$ 1,480		\$ 1,480		
	B. Development of As-Built Plans													
	• Compile Contractor Cad/CSV Information with FHU Cad files to generate digital as-builts			4	4	12			20	\$ 3,420		\$ 3,420		
	• Compile PDF as-built plan set in accordance with Town requirements		2	4	4	8		4	22	\$ 4,200		\$ 4,200		
	C. QA/QC of As-Built Deliverables													
	• Backcheck of CAD As-Built files with Town Digital As-Built Requirements Checklist		2	4	4	2			12	\$ 2,650		\$ 2,650		
	• Backcheck of PDF As-Built plans with Town PDF Requirements Review Checklist		2	4	4			4	14	\$ 3,120		\$ 3,120		
	D. Town Review - Revisions - Deliverables													
	• Following Town review, complete final revisions		2	4	4	4			14	\$ 2,920		\$ 2,920		
	• Compile final submittal of deliverables (PDF As-Built Plans and CAD As-Built Files)		2	2	2	2			8	\$ 1,750		\$ 1,750		
	E. Bridge Lightin Options Memorandum													
	• Coordinate with bridge engineer-of-record (BCS) regarding bridge deck lighting options			2	2	2		8	14	\$ 3,050	\$ 70	\$ 3,120	Mileage - Site Visit	
	• Provide bridge deck lighting options memo with cut sheets from manufacturers			2	2	2		10	16	\$ 3,520		\$ 3,520		
	F. Project Management													
	• Provide monthly invoices with tasks completed and budget expended		2	2					4	\$ 1,170		\$ 1,170		
TOTALS		2	16	32	32	34	18	8	142	\$ 29,930	\$ 70			
Fees calculated using FHU's 2024 Hourly Rates. Actual time and material for services completed shall be billed monthly.												\$ 30,000		

Fees calculated using FHU's 2024 Hourly Rates. Actual time and material for services completed shall be billed monthly.

This Fee Schedule reflects costs associated with the FHU Amendment #2 As-Built Plans, dated June 26, 2026.





Town of Erie

645 Holbrook Street
Erie, CO 80516

Town Council

Meeting Date: 8/25/2026

File #: 2026-129

Subject:

A Resolution of the Town Council of the Town of Erie Approving an Intergovernmental Agreement for Tax Increment Revenue with the Town of Erie Urban Renewal Authority for the Colliers Hill Urban Renewal Plan Area

Department: Finance,
Economic Development

Presenter(s): Lockie Woods, Development & URA Accounting Analyst
Julian Jacquin, Director of Economic Development & TOEURA

Time Estimate: 0

Fiscal Summary:

Cost as Recommended:

Balance Available:

Fund:

Line Item Number:

New Appropriation Required:

Policy Issues:

The Town Council is responsible for approving Intergovernmental Agreements (IGA). The Town of Erie Urban Renewal Authority (TOEURA) will also need to approve this IGA. The presentation to TOEURA will serve as the presentation to the Town Council.

Staff Recommendation:

Staff recommends approval of the IGA.

Summary/Key Points:

- The IGA dictates that once the TOEURA has retained \$14M in tax increment revenues in the Colliers Hill Plan Area, it will begin remitting the tax increment revenues derived from its mill levy (less a 1% admin fee) to the Town of Erie.

- TOEURA has retained \$13.77M in tax increment revenues in the Colliers Hill Plan Area to date.
- This clause matches the existing IGA between TOEURA and Weld County for the Colliers Hill Plan area. TOEURA was required to remit tax increment revenues derived from the mill levies of the other overlapping taxing jurisdictions once it retained \$10M in the Colliers Hill Plan Area.

Background of Subject Matter:

The Colliers Hill Urban Renewal Plan Area was approved in 2013 to pay for public improvements in the Colliers Hill residential development. As part of the approval process, TOEURA entered into IGAs with all the overlapping taxing jurisdictions, except the Town of Erie. These IGAs dictated the distribution of tax increment revenues for the Colliers Hill Plan Area.

TOEURA agreed to immediately remit the tax increment revenues generated by Colliers Hill Metro District #1's total mill levy and St. Vrain Valley School District's mill levy override and debt service mill levy. Once TOEURA had retained \$10M in tax increment revenues from the Colliers Hill Plan Area, it agreed to begin remitting those revenues generated by the full mill levies of High Plains Library District, Mountain View Fire Protection District, Northern Colorado Water Conservancy District, and St. Vrain Valley School District. TOEURA reached the \$10M threshold in June 2022. Once TOEURA has retained \$14M in tax increment revenues from the Colliers Hill Plan Area, it has agreed to begin remitting the revenues generated by the full Weld County mill levy. TOEURA has currently retained \$13.77M in tax increment revenues and will reach the \$14M threshold in 2027.

Once the \$14M threshold is reached, under the current agreements, TOEURA may only retain tax increment revenues generated by the Town of Erie's mill levy. This IGA dictates that once the TOEURA has retained \$14M in tax increment revenues in the Colliers Hill Plan Area, it will start remitting to the Town of Erie the tax increment revenues derived from its mill levy (less a 1% admin fee).

Attachments:

1. Resolution 2026-171
2. Intergovernmental Agreement

**Town of Erie
Resolution No. 2026-171**

**A Resolution of the Town Council of the Town of Erie Approving an
Intergovernmental Agreement for Tax Increment Revenue with
the Town of Erie Urban Renewal Authority for the Colliers Hill
Urban Renewal Plan Area**

Whereas, the Colliers Hill Urban Renewal Plan Area was approved in 2013 to pay for certain public improvements in the Colliers Hill residential development; and

Whereas, the Town of Erie Urban Renewal Authority ("TOEURA") entered into intergovernmental agreements with overlapping taxing jurisdiction, except for the Town of Erie; and

Whereas, the Town and the TOEURA desire to enter into an Intergovernmental Agreement to establish the terms and conditions under which the Parties will share in collected property tax increment revenues.

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

Section 1. The Intergovernmental Agreement ("Agreement") between the Town of Erie and Town of Erie Urban Renewal Authority is hereby approved in substantially the form attached hereto, subject to final approval of the Town Attorney. Upon such approval, the Mayor is authorized to execute the Agreement on behalf of the Town.

Adopted this 25th day of August, 2026.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Intergovernmental Agreement for Tax Increment Revenue
By and Between
The Town of Erie Urban Renewal Authority
And
The Town of Erie
(Colliers Hill Urban Renewal Plan)

This Tax Increment Revenue Agreement (the "**Agreement**") is entered into as of [____], 2026 (the "**Effective Date**") by and between the Town of Erie Urban Renewal Authority, a body corporate and politic of the State of Colorado (the "**Authority**"), whose address is 645 Holbrook Street, Erie, CO 80516, and the Town of Erie, a body corporate and politic of the State of Colorado (the "**Taxing Entity**"), whose address is 645 Holbrook Street, Erie, CO 80516. The Authority and the Town are referred to herein individually as a "**Party**" and collectively as the "**Parties**."

Recitals

The following recitals are incorporated in and made a part of this Agreement, as noted in Section 1 below. Capitalized terms used herein and not otherwise defined are defined in Section 2 below.

A. Redevelopment. The Parties understand that on September 10, 2013, the real property described in Exhibit A (the "**Property**") lying within the corporate limits of the Town of Erie (the "**Town**"), was included within the Area No. 4 Urban Renewal Plan, more commonly referred to as the Colliers Hill Plan ("**Plan**"), to be redeveloped as a mixed-use development that will eliminate existing blighted conditions which constitute threats to the health, safety and welfare of the community and barriers to development.

B. Urban Renewal and Tax Increment Financing. To accomplish the redevelopment and to provide certain required improvements, the Property has been included within the Plan, which authorizes the utilization of tax increment financing in accordance with the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the "**Act**"), to pay Eligible Costs of the Improvements. The Plan that includes the Property has been provided to the Taxing Entity under separate cover. The final version of the Plan as approved by the Town Council of the Town shall be the "Plan" for purposes of this Agreement. The Parties further understand that the Plan was created prior to the requirements imposed by HB 15-1348 for new urban renewal plans adopted after January 1, 2016. The Parties further acknowledge that to date all Taxing Entity Increment generated under the Plan has been allocated to the Authority by default under the Act and the Parties now desire to enter into this Agreement as permitted by the Act for the sharing of the Taxing Entity Increment.

C. Nature of Urban Renewal Project and Purpose of Agreement. The Urban Renewal Project consists of designing, developing and constructing the Improvements (which includes paying the Eligible Costs of public improvements) necessary to serve the

Urban Renewal Area and, in compliance with §31-25-107(4)(g) of the Act, the Plan affords maximum opportunity, consistent with the sound needs of the Town as a whole, for the rehabilitation or redevelopment of the Urban Renewal Area.

D. Taxing Entities. The Taxing Entity levies ad valorem property taxes on the Property included within the Urban Renewal Area.

E. Equitable Deal Structure. The Taxing Entity and the Authority, along with other Taxing Entities, have undertaken to prepare an equitable deal structure including a significant contribution of incremental property tax revenues from certain applicable Taxing Entities.

F. Colorado Urban Renewal Law. In accordance with the Act, the Parties desire to enter into this Agreement to facilitate redevelopment of the Urban Renewal Area in the Plan.

Now, Therefore, in consideration of the covenants, promises and agreements of each of the Parties hereto, to be kept and performed by each of them, it is agreed by and between the Parties hereto as set forth herein.

1. Incorporation of Recitals. The foregoing recitals are incorporated into and made a part of this Agreement.

2. Definitions. As used in this Agreement:

2.1 "**Act**" means the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S.

2.2 "**Agreement**" means this Agreement, as it may be amended or supplemented in writing. References to sections or exhibits are to this Agreement unless otherwise qualified.

2.3 "**Authority**" means the Town of Erie Urban Renewal Authority, a body corporate and politic of the State of Colorado.

2.4 "**Bonds**" shall have the same meaning as defined in §31-25-103 of the Act.

2.5 "**Town**" means the Town of Erie, Colorado.

2.6 "**Taxing Entity**" means the Town of Erie, Colorado.

2.7 "**Taxing Entity Increment**" means the portion of Property Tax Increment Revenues generated by the Taxing Entity mill levy, received by the Authority from the Weld County Treasurer.

2.8 **"Eligible Costs"** means those costs eligible to be paid or reimbursed from the Property Tax Increment Revenues pursuant to the Act.

2.9 **"Impact Report"** means the impact report dated August 2013 and prepared by Ricker Cunningham analyzing and projecting the financial burdens and benefits of the Urban Renewal Project pursuant to §31-25-107(3.5) of the Act.

2.10 **"Improvements"** means the public improvements and private improvements to be constructed on the Property pursuant to the Plan.

2.11 **"Party"** or **"Parties"** means the Authority and the Taxing Entity, or each and their lawful successors and assigns.

2.12 **"Plan"** means the urban renewal plan defined in Recital B above.

2.13 **"Project"** shall have the same meaning as Urban Renewal Project.

2.14 **"Property Tax Increment Revenues"** means the incremental property tax revenues derived from ad valorem property tax levies described in §31-25-107(9)(a)(II) of the Act allocated to the Special Fund for the Urban Renewal Project.

2.15 **"Special Fund"** means that certain special fund of the Authority into which Property Tax Increment Revenues shall be allocated to and paid into, as more particularly described in the Act.

2.16 **"TIF"** means the property tax increment portion of the property tax assessment roll described in §31-25-107(9)(a)(II) of the Act.

2.18 **"Urban Renewal Area"** means the area included in the boundaries of the Plan.

2.19 **"Urban Renewal Project"** means all undertakings and activities, or any combination thereof, required to carry out the Plan pursuant to the Act.

3. Impact Report. The Parties acknowledge receipt of, and the opportunity to review, the Impact Report, submitted in accordance with C.R.S. §31-25-107(3.5)(a). The Impact Report describes the benefits and burdens of the Plan. Having received the Impact Report prior to the commencement of negotiations for the purposes of entering into this Agreement, the Taxing Entity hereby waives any other statutory requirements related to receipt of the Impact Report.

4. Authority Administrative Fee. An administrative fee equal to one percent (1%) of the Taxing Entity Increment as determined on an annual basis shall be retained by the Authority ("**Administrative Fee**"). Notwithstanding anything to the contrary set forth in this Agreement or in the Urban Renewal Plan, the Authority shall be entitled to retain the Administrative Fee to pay the reasonable and customary administrative costs

of the Authority incurred in connection with the Authority's obligations under this Agreement, including, without limitation the collection, enforcement, disbursement, and administrative fees and costs related to the Taxing Entity Increment and the Urban Renewal Plan Area. The Administrative Fee shall be deducted annually from the Taxing Entity Increment received.

5. Property Tax Increment Revenues. The Authority shall retain and expend one hundred percent (100%) of the Taxing Entity Increment. Such retention shall continue until the cumulative Property Tax Increment Revenues actually received by the Authority from all taxing entities within the Urban Renewal Area equals Fourteen Million Dollars (\$14,000,000) (the "Cap"). Upon reaching the Cap, all future Taxing Entity Increment shall be remitted to the Taxing Entity. The Authority shall annually evaluate the cumulative revenues received and the amount remaining before the Cap is reached.

6. Waiver. The Taxing Entity acknowledges and agrees that the execution of this Agreement satisfies the requirements of the Act for the adoption of the Plan, TIF financing in accordance with the Plan, and notices related thereto, except those that may apply to future modifications of the Plan as required by Sections 31-25-107(3.5) and (7) of the Act. Subject to such right to receive notice of any proposed future modification of the Plan, the Taxing Entity hereby waives any provision of the Act that provides for notice to, requires any filing with or by, requires or permits consent from, or provides any enforcement right to the Taxing Entity. The Taxing Entity agrees that it has already received information equivalent to the information otherwise required to be provided to it by Section 31-25-107(3.5) of the Act in the form of the Impact Report, and therefore hereby deem that requirement satisfied.

7. Limitation of Agreement. This Agreement applies only to the Taxing Entity Increment, as calculated, produced, collected and paid to the Authority from the Urban Renewal Area by the Weld County Treasurer in accordance with §31-25-107(9)(a)(II) of the Act and the rules and regulations of the Property Tax Administrator of the State of Colorado, and does not include any other revenues of the Taxing Entity, Town or the Authority.

8. Miscellaneous.

8.1 Delays. Any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God; fires; floods; earthquake; abnormal weather; strikes; labor disputes; accidents; regulation or order of civil or military authorities; shortages of labor or materials; or other causes, similar or dissimilar, including economic downturns, which are beyond the control of such Party. Notwithstanding the foregoing, where any of the above events shall occur which temporarily interrupt the ability of a Party to abide by its obligations as provided in this Agreement, as soon as the event causing such interruption shall no longer prevail, the applicable Party shall fulfill all of its obligations as soon as reasonably practicable.

8.2 Termination and Subsequent Legislation or Litigation. In the event of termination of the Plan, including its TIF financing component, the Authority may terminate this Agreement by delivering written notice to the Taxing Entity. The Parties further agree that in the event legislation is adopted or a decision by a court of competent jurisdiction is rendered after the effective date of this Agreement that invalidates or materially effects any provisions hereof, the Parties will in good faith negotiate for an amendment to this Agreement that implements the original intent and provisions of this Agreement, but does not impair any otherwise valid contracts in effect at such time.

8.3 Entire Agreement. This instrument embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties hereto. No modification to this Agreement shall be valid unless agreed to in writing by the Parties.

8.4 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their successors in interest.

8.5 No Third-Party Enforcement. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned Parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned Parties that any person or entity other than the undersigned Parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

8.6 No Waiver of Immunities. Nothing in this Agreement shall be construed as a waiver of the rights and privileges of the Parties pursuant to the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as the same may be amended from time to time. No portion of this Agreement shall be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this agreement.

8.7 Amendment. This Agreement may be amended only by an instrument in writing signed by the Parties.

8.8 Parties not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall not be deemed to be partners or joint venturers, and no Party shall be responsible for any debt or liability of any other Party.

8.9 Interpretation. All references herein to Bonds shall be interpreted to include the incurrence of debt by the Authority in any form consistent with the definition of "Bonds" in the Act, including payment of Eligible Costs or any other lawful financing obligation.

8.10 Incorporation of Recitals and Exhibits. The provisions of the Recitals and the Exhibits attached to this Agreement are incorporated in and made a part of this Agreement.

8.11 No Assignment. No Party may assign any of its rights or obligations under this Agreement. Any attempted assignment in violation of this provision shall be null and void and of no force and effect.

8.12 Section Captions. The captions of the sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

8.13 Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

8.14 Electronic Transactions. The Parties agree that any individual or individuals who are authorized to execute this Agreement on behalf of the Authority or the Taxing Entity are hereby authorized to execute this Agreement electronically via facsimile or email signature. This agreement by the Parties to use electronic signatures is made pursuant to Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act. Any electronic signature so affixed to this Agreement shall carry the full legal force and effect of any original, handwritten signature. The Parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

8.15 Governing Law. This Agreement and the provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado.

8.16 No Presumption. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

8.17 Notices. Any notice required by this Agreement shall be in writing. All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be: (a) personally delivered with a written receipt of delivery; (b) sent by a nationally-recognized overnight delivery service requiring a written acknowledgement of receipt or providing a certification of delivery or attempted delivery; (c) sent by certified or registered mail, return receipt requested; or (d) sent by confirmed facsimile transmission or electronic delivery with an original copy thereof transmitted to

the recipient by one of the means described in subsections (a) through (c) no later than five business days thereafter. All notices shall be deemed effective when actually delivered as documented in a delivery receipt; provided, however, that if the notice was sent by overnight courier or mail as aforesaid and is affirmatively refused or cannot be delivered during customary business hours by reason of the absence of a signatory to acknowledge receipt, or by reason of a change of address with respect to which the addressor did not have either knowledge or written notice delivered in accordance with this paragraph, then the first attempted delivery shall be deemed to constitute delivery. Each Party shall be entitled to change its address for notices from time to time by delivering to the other Party notice thereof in the manner herein provided for the delivery of notices. All notices shall be sent to the addressee at its address set forth in the Preamble to this Agreement.

8.18 Days. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to C.R.S. § 24-11-101(1), such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.

8.19 Precedent. The Parties agree that this Agreement is entered into for the specific Plan described herein. All other future urban renewal projects will be evaluated on their specific attributes and merits and agreements for those projects may include additional or different terms from this Agreement. This Agreement is not deemed to set precedent for such future agreements.

8.20 Severability. If any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

8.21 Authority. The persons executing this Agreement on behalf of the Parties covenant and warrant that each is fully authorized to execute this Agreement on behalf of such Party. The Parties further covenant and warrant that they are authorized to enter into this Agreement pursuant to law, including, without limitation, C.R.S. § 31-25-107(9.5).

In Witness Whereof, the Authority and the Taxing Entity have caused their duly authorized officials to execute this Agreement effective as of the Effective Date.

Taxing Entity

By: _____

Title: _____

Attest: _____

By: _____

Town of Erie Urban Renewal
Authority, a body corporate and politic
of the State of Colorado

By: _____

Title: _____

Attest: _____

By: _____

Exhibit A

The Property

A PARCEL OF LAND LOCATED IN THE SOUTH HALF AND NORTHWEST QUARTER OF SECTION 17 AND THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 17 (A 2" ALUMINUM CAP STAMPED LS 28258, 1999) FROM WHENCE THE SOUTHWEST CORNER OF SECTION 17 (2.5" ALUMINUM CAP STAMPED LS 1900.3, 2002) LIES S88°48'45"W, 2,648.06 FEET (BASIS OF BEARINGS);
THENCE 01°11'15"W, 70.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ERIE PARKWAY (AS OF JUNE, 2012) AND THE POINT OF BEGINNING;

THENCE S88°48'45"W, 2,561.78 FEET ALONG THE SAID NORTHERLY RIGHT OF WAY LINE TO THE SOUTHEASTERLY POINT OF CURVATURE AT THE NORTHEASTERLY CORNER OF THE INTERSECTION OF ERIE PARKWAY AND COUNTY ROAD 3;

THENCE S89°38'48"W, 170.73 FEET TO THE SOUTHWESTERLY POINT OF CURVATURE AT THE SOUTHWESTERLY CORNER OF THE INTERSECTION OF ERIE PARKWAY AND COUNTY ROAD 3;

THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF ERIE PARKWAY THE FOLLOWING SIX COURSES:

- 1) N89°31'17"W, 744.62 FEET;
- 2) 39.27 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING N44°31'17"W, 35.36 FEET;
- 3) N89°31'17"W, 60.00 FEET;
- 4) 39.27 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING S45°28'43"W, 35.36 FEET;
- 5) N89°31'17"W, 221.91 FEET;
- 6) N86°54'04"W, 22.3.54 FEET;

THENCE ALONG THE WESTERLY LINE OF TRACT 20 OF "BRIDGEWATER MASTER SUBDIVISION" THE FOLLOWING SIX COURSES:

- 1) N00°29'16"E, 49.80 FEET;
- 2) 453.09 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 440.00 FEET, A CENTRAL ANGLE OF 59°00'00", AND A CHORD BEARING N29°00'44"W, 433.33 FEET;
- 3) N58°30'44"W, 204.67 FEET;
- 4) 629.21 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT. SAID CURVE HAVING A RADIUS OF 1,007.50 FEET, A CENTRAL ANGLE OF 35°46'57", AND A CHORD BEARING N07°31'37"E, 619.03 FEET;
- 5) N10°21'52"W, 694.70 FEET;
- 6) 655.74 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1,287.50 FEET, A CENTRAL ANGLE OF 29°10'54",

AND A CHORD BEARING N04°13'35"E, 648.68 FEET;
THENCE S89°34'58"E, 912.45 FEET TO A CORNER ON THE EASTERLY LINE OF
SAID TRACT 20 (ALSO BEING THE SOUTHWESTERLY CORNER OF A PARCEL
RECORDED IN BOOK 30 AT PAGE 483);
THENCE S89°34'58"E, 804.84 FEET ALONG TRACT LINE OF SAID TRACT 20 TO A
NORTHEASTERLY CORNER OF TRACT 20, BEING 30.00 FEET WEST OF THE
EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 18;
THENCE N89°34'50"E, 80.00 FEET TO A POINT ON THE EASTERLY RIGHT OF
WAY LINE OF COUNTY ROAD 3 (ALSO BEING THE WESTERLY LINE OF TRACT 7
OF "BRIDGEWATER MASTER SUBDIVISION");
THENCE ALONG THE SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING
TWO COURSES:

1) N00°25'10"W, 45.75 FEET;
2) N00°02'28"W, 33.54 FEET;
THENCE NB9°34'50"E, 43.67 FEET;
THENCE N54°10'55"E, 197.90 FEET;
THENCE N74°57'55"E, 168.18 FEET;
THENCE N87°41'07"E, 168.64 FEET;
THENCE S84°53'37"E, 254.89 FEET;

THENCE 139.96 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE
RIGHT, SAID CURVE HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF
53°28'19", AND A CHORD BEARING S05°45'15"E, 134.96 FEET;
THENCE S64°47'21"E, 60.12 FEET;
THENCE 36.27 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE
LEFT, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF
83°07'34", AND A CHORD BEARING S19°22'18"E, 33.17 FEET;
THENCE 142.49 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT,
SAID CURVE HAVING A RADIUS OF 480.00 FEET, A CENTRAL ANGLE OF
17°00'31", AND A CHORD BEARING S52°25'46"E, 141.97 FEET;
THENCE 26.35 FEET ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT,
SAID CURVE HAVING A RADIUS OF 210.00 FEET, A CENTRAL ANGLE OF
07°11'21", AND A CHORD BEARING S40°19'52"E, 26.33 FEET;
THENCE 36.22 FEET ALONG 11-IE ARC OF A REVERSE CURVE TO THE LEFT,
SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF
83°00'01", AND A CHORD BEARING S78°14'11"E, 33.13 FEET;
THENCE 88.03 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT,
SAID CURVE HAVING A RADIUS OF 1,710.00 FEET, A CENTRAL ANGLE OF
02°56'59", AND A CHORD BEARING N61°44'17"E. 88.02 FEET;
THENCE 132.83 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT,
SAID CURVE HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF
50°44'14", AND A CHORD BEARING N37°50'40"E, 128.53 FEET;
THENCE S77°31'27"E, 60.00 FEET;
THENCE 33.36 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LUT,
SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF

76'27'53", AND A CHORD BEARING S25°45'23"E, 30.94 FEET;
 THENCE S63°59'20"E, 11.67 FEET;
 THENCE N26°00'40"E, 110.00 FEET;
 THENCE S63°59'20"E, 65.39 FEET;
 THENCE S55°25'14"E, 78.11 FEET;
 THENCE S28°14'22"E, 338.83 FEET;
 THENCE S29°10'17"E, 77.54 FEET;
 THENCE S22°13'35"E, 282.22 FEET TO A POINT ON THE NORTHERLY RIGHT OF
 WAY LINE OF DAYBREAK PARKWAY (PREVIOUSLY NAMED BRIDGEWATER
 PARKWAY);
 THENCE S15°11'01"E, 80.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF
 DAYBREAK PARKWAY;
 THENCE ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE OF DAYBREAK
 PARKWAY THE FOLLOWING THIRTEEN COURSES:
 1) 311.59 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT,
 SAID CURVE HAVING A RADIUS OF 835.00 FEET, A CENTRAL ANGLE OF
 21°22'51", AND A CHORD BEARING N85°30'24"E, 309.79 FEET;
 2) S83°48'11"E, 486.74 FEET;
 3) 549.75 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, SAID
 CURVE HAVING A RADIUS OF 2,010.00 FEET, A CENTRAL ANGLE OF 15°40'15",
 AND A CHORD BEARING S75°58'04"E, 548.04 FEET;
 4) 39.96 FEET ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT, SAID
 CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 91°35'16",
 AND A CHORD BEARING S22°20'18"E, 35.84 FEET;
 5) S66°32'40"E, 60.00 FEET;
 6) 39.96 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT,
 SAID CURVE HAVING A RADIUS OF 25.00 FEET. A CENTRAL ANGLE OF
 91°35'16", AND A CHORD BEARING N69°14'58"E, 35.84 FEET;
 7) 335.79 FEET ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT, SAID
 CURVE HAVING A RADIUS OF 2,010.00 FEET, A CENTRAL ANGLE OF 09°34'19",
 AND A CHORD BEARING S60°10'14"E, 335.40 FEET;
 8) S55°23'05"E, 176.47 FEET;
 9) 38.65 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, SAID
 CURVE HAVING A RADIUS OF 540.00 FEET, A CENTRAL ANGLE OF 04°06'04",
 AND A CHORD BEARING S57°26'07"E, 38.64 FEET;
 10) 36.82 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT, SAID
 CURVE HAVING A RADIUS OF 24.99 FEET, A CENTRAL ANGLE OF 84°25'29",
 AND A CHORD BEARING S17°16'24"E, 33.58 FEET;
 11) S65°04'18"E, 60.00 FEET;
 12) 36.83 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT,
 SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF
 84°24'49", AND A CHORD BEARING N67°08'07"E, 33.59 FEET;
 13) 261.66 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT, SAID

CURVE HAVING A RADIUS OF 540.00 FEET, A CENTRAL ANGLE OF 27'45'47",
AND A CHORD BEARING S84'32'22"E, 259.11 FEET;
THENCE ALONG THE EASTERLY LINE OF TRACT 1 OF "BRIDGEWATER MASTER
SUBDIVISION" THE FOLLOWING SIX COURSES:

- 1) S32'47'27"E, 284.05 FEET;
 - 2) S52'40'50"E, 44.21 FEET;
 - 3) S32'47'27"E, 158.29 FEET;
 - 4) S04'57'33"W, 177.28 FEET;
 - 5) S49'04'18"E, 611.13 FEET;
 - 6) S44'15'54"E, 259.10 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ERIE
PARKWAY;
- THENCE S88'48'09"W, 2,301.89 FEET ALONG SAID NORTHERLY RIGHT OF WAY
LINE TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE TOWN OF ERIE PARCEL RECORDED AT
RECEPTION NO. 151675 AND THE ADJACENT 30.00 FEET OF RIGHT OF WAY TO
SAID PARCEL FOR COUNTY ROAD 3.

NET ACREAGE OF DESCRIBED PARCEL: 288.90 ACRES

DESCRIPTION PREPARED BY:
BO BAIZE, COLORADO PLS 37990
FOR AND ON BEHALF OF HURST & ASSOCIATES, INC. 2500 BROADWAY, SUITE
B
BOULDER, CO. 80304



Town of Erie

645 Holbrook Street
Erie, CO 80516

Town Council

Meeting Date: 8/25/2026

File #: 2026-130

Subject:

A Resolution of the Town Council of the Town of Erie Approving a Second Amendment to Agreement for Professional Services with Collab Architecture for Design Services for Erie Community Center Renovation and Expansion Project (P25-520)

Department: Public Works,

Presenter(s): David Pasic, Public Works Director
Chad Alexander, Facilities Manager

Time Estimate: 0 Minutes

Fiscal Summary:

Cost as Recommended: \$67,446
Balance Available: \$598,914.50
Fund: Public Facilities Impact
Line Item Number: 310-70-440-605000-100392
New Appropriation Required: No

Policy Issues:

The Town Council must approve amendments to agreements previously approved by Council.

Staff Recommendation:

Approve the Resolution.

Summary/Key Points:

- The Town entered into an Agreement for Professional Services (PSA) for Pre-Design Services for the Erie Community Center Renovation and Expansion Project (P25-520) in June 2025.

- The First Amendment to this PSA with Collab was approved by Council in February 2026 and included a full design services scope of work. The compensation section of the First Amendment was incorrect, however, and did not include the original PSA value of \$67,446.
- The amendment before Council corrects the compensation section of the Agreement to reflect the accurate contract value, which includes compensation for both the original PSA scope of work and the First Amendment scope of work.

Background of Subject Matter:

In June 2025, the Town and Collab Architecture entered into an Agreement for Professional services for pre-design services for the Erie Community Center Renovation and Expansion Project (P25-520).

In February 2026, the Parties amended the Agreement (the First Amendment) to include schematic design through Construction Documentation and permitting scope of work.

The First Amendment's revised contract amount was incorrect and did not include the original agreement value of \$67,446.

A Second Amendment is needed to adjust the compensation section of the PSA to reflect the accurate contract value, which includes compensation for both the original PSA and the First Amendment scope of work.

Attachments:

1. Resolution 2026-174
2. Second Amendment

**Town of Erie
Resolution No. 2026-174**

**A Resolution of the Town Council of the Town of Erie Approving a
Second Amendment to Agreement for Professional Services with
Collab Architecture for Design Services for Erie Community Center
Renovation and Expansion Project (P25-520)**

Whereas, on June 23, 2025, the Town and Collab Architecture entered into an Agreement for Professional Services for Pre-Design Services for the Erie Community Center Renovation and Expansion project (P25-520) and;

Whereas, on February 24, 2026, the Parties amended the Agreement (the "First Amendment") and wish to amend the Agreement again;

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

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

Adopted this 25th day of August, 2026.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Second Amendment to Agreement for Professional Services
(Design Services for Erie Community Center Renovation and Expansion
Project (P25-520))

This Second Amendment to Agreement for Professional Services (the "Amendment") is made and entered into this ____ day of August, 2026 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipality with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and Collab Architecture, an independent contractor with a principal place of business at 9217 Eastman Park Drive Suite 3, Windsor, CO, 80550 ("Engineer") (each a "Party" and collectively the "Parties").

Whereas, on June 23, 2025, the Parties entered into an Agreement for Professional Services (the "Original Agreement"); and

Whereas, on February 24, 2026, the Parties amended the Agreement (the "First Amendment," and together with the Original Agreement, the "Agreement"); and

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

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

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

Compensation. Section III is amended as follows:

In consideration for the completion of the Scope of Services by Engineer, the Town shall pay Engineer \$1,844,579 which includes a base amount of \$1,683,021 and a contingency of \$161,558. The contingency amount will only be paid upon the Town's approval. This amount shall include all fees, costs and expenses incurred by Engineer, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Engineer may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

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

[signature page to follow]

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

Town of Erie, Colorado

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Engineer

Collab Architecture



Name: Jordan Lockner
Title: Founding Principal



Town of Erie

645 Holbrook Street
Erie, CO 80516

Town Council

Meeting Date: 8/25/2026

File #: 2026-131

Subject:

A Resolution of the Town Council of the Town of Erie Approving the First Amendment to the Intergovernmental Agreement to Establish A Collective Special Weapons and Tactics Team

Department: Police,

Presenter(s): Lee Mathis, Chief of Police

Time Estimate: 0

Fiscal Summary:

Cost as Recommended: \$3,000
Balance Available: \$3,000
Fund: General
Line Item Number: 100.60.630.532020
New Appropriation Required: No

Policy Issues:

Council must review and approve amendments to Intergovernmental Agreements.

Staff Recommendation:

Approve Resolution.

Summary/Key Points:

- Adds "Notwithstanding any language in this Agreement, officers assigned to Boulder County SWAT shall be bound by rules, regulations, and policies of their home agency."
- Adds "Lafayette, Louisville, and Erie agree to pay the Sheriff's Office \$1,500 annually per officer assigned to Boulder County SWAT team Tactical Unit to offset equipment and training expenses incurred by the Sheriff's Office."
- The Erie Police Department has budgeted \$3,000 for two positions on the SWAT

Team in 2027.

Background of Subject Matter:

On Aug. 18, 2006, the Town, the Boulder County Board of County Commissioners, the City of Lafayette, and the City of Louisville entered into an Intergovernmental Agreement to establish a collective Special Weapons and Tactics (SWAT) Team.

Attachments:

1. Resolution 2026-173
2. Original IGA
3. Amendment

**Town of Erie
Resolution No. 2026-173**

**A Resolution of the Town Council of the Town of Erie Approving
the First Amendment to the Intergovernmental Agreement to
Establish A Collective Special Weapons and Tactics Team**

Whereas, on August 18, 2006, the Town, Boulder County Board of County Commissioners, the City of Lafayette, and the City of Louisville (collectively "the Parties") entered into an Intergovernmental Agreement to establish a collective Special Weapons and Tactics (SWAT) Team; and

Whereas, the Parties desire to amend the Agreement.

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

Section 1. The First Amendment to the Intergovernmental Agreement to Establish A Collective Special Weapons and Tactics Team between the Parties is hereby approved in substantially the form attached hereto, subject to approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Amendment on behalf of the Town.

Adopted this 25th day of August 2026.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

**AN INTERGOVERNMENTAL AGREEMENT BY AND
BETWEEN BOULDER COUNTY, THE BOULDER COUNTY
SHERIFF'S OFFICE, THE CITIES OF LAFAYETTE AND
LOUISVILLE, AND THE TOWN OF ERIE TO ESTABLISH A
COLLECTIVE SPECIAL WEAPONS AND TACTICS TEAM
(SWAT)**

1.0 PARTIES.

This Agreement is made and entered into this ____ day of _____, 2006, by and between Boulder County, the Boulder County Sheriff's Office, the cities of Lafayette and Louisville, and the Town of Erie (hereinafter referred to as the "Parties").

2.0 RECITALS.

2.1 Intergovernmental agreements to provide functions or services, including the sharing of cost of such services or functions by political subdivisions of the State of Colorado, are specifically authorized by Section 29-1-203, C.R.S.

2.2 The Parties hereto are each authorized to lawfully provide, establish, maintain, and operate law enforcement and other emergency services.

2.3 The Parties hereto maintain emergency equipment to be utilized in exceptional instances when other than standard police procedures and weapons are required.

2.4 Contiguous boundaries often result in more than one Party becoming involved in the response to certain emergencies.

2.5 Emergencies may arise in one or another of the jurisdictions of the Parties which is of such intensity and duration as to place greater demands on that jurisdiction's personnel and equipment than the jurisdiction can handle.

2.6 The Parties desire to maintain uniform equipment, training, policies, procedures, and personnel standards pertaining to tactical teams, so that each may have the service of the other Parties to aid and assist it in exceptional instances when other than standard police procedures and weapons are required.

2.7 The Parties desire to establish and implement a Special Weapons and Tactics team (hereinafter referred to as "Boulder County SWAT").

2.8 Other Parties who provide similar services and maintain similar equipment may, in the future, desire to be included in this Agreement.

2.9 Establishment of a cooperative SWAT Team through Intergovernmental Agreement provides a public purpose and will promote the safety, security, and general welfare of the

inhabitants of the Cities of Lafayette and Louisville, the Town of Erie and Boulder County, as well as any other political subdivision to which Boulder County Sheriff's Office may respond.

3.0 SWAT TEAM.

3.1 Article 5, Title 29, Colorado Revised Statutes, as amended, is incorporated herein by this reference. The statute shall control in the event of a conflict between the statute and this Agreement.

3.2 It is understood and agreed that this Agreement is intended to facilitate cooperation between the Parties in the provision of the services provided herein, but does not establish a separate legal entity to do so, and, except as set forth herein, this Agreement does not authorize any Party to act for any purpose whatsoever, nor does this Agreement establish any employee of any Party as an agent of any other Party for any purpose whatsoever. This Agreement shall provide only for sharing of in-kind services and costs by the Parties toward the establishment of a common mutual goal, said goal being the cooperative development of the Boulder County SWAT to be utilized in exceptional instances when other than standard police procedures and weapons are required.

3.3 For and in consideration of the promises of the Parties, each Party agrees, subject to the limitations herein set forth, to aid and assist the other by causing and permitting its law enforcement personnel and its equipment to be used in responding to emergencies and exceptional instances which occur in the jurisdiction of the other such as but not limited to barricaded armed individuals, hostage situations, execution of high risk warrant service, riotous crowd control, threat of potential sniper activities, terrorist incidents, or other exceptional instances when other than standard police procedures and weapons are needed in the jurisdiction serviced by one Party which are beyond the control of the police or sheriff office of that Party. The need for such aid and assistance shall be determined by the Chief of Police or Sheriff or either's designee requesting assistance, and upon such a request, the Parties agree that Boulder County SWAT may respond as it deems appropriate. It is understood and agreed that each Party shall subject to the limitations of Section 4.2 maintain appropriate personnel and funding in support of this Agreement.

3.4 The Sheriff's Office SWAT policy shall be the guiding document concerning selection, training, and tactics for the Boulder County SWAT team. See attached "Exhibit A". Each Party shall implement the provisions of this Agreement by establishing uniform policies and procedures concerning equipment, training, and personnel standards for officers who will be assigned to Boulder County SWAT, subject to the following limitations:

a. It is understood and agreed that such mutually agreed upon policies and procedures shall require that each Party shall maintain a level of personnel and equipment necessary to safely and effectively deploy Boulder County SWAT during exceptional instances when other than standard police procedures and weapons are required to meet its obligations under this Agreement.

b. Officers assigned or appointed to the tactical team portion of Boulder County SWAT shall successfully pass and maintain agreed upon performance standards such as firearm qualifications and physical fitness standards. All Boulder County SWAT members shall maintain all other mutually agreed upon performance standards.

c. Officers from Lafayette, Louisville, or Erie who are otherwise eligible, may not be appointed to the team without the approval of their home agency Chief of Police and the Sheriff. Any Lafayette, Louisville or Erie officer assigned to Boulder County SWAT shall be removed from Boulder County SWAT at any time, with or without cause, at the request of the home agency's Chief of Police or the Sheriff. The Sheriff shall have sole authority with regard to the assignment or removal of any Boulder County employee to Boulder County SWAT.

d. All evidence and property seized as a result of a Boulder County SWAT operation by officers assigned to Boulder County SWAT shall be seized, identified, preserved, booked, and stored pursuant to the policies of the primary investigating agency.

e. Each officer assigned to Boulder County SWAT shall be provided usual personal equipment and weaponry (uniforms, body armor, radios, handcuffs, etc.) required for the execution of law enforcement duties by their respective agencies. The cost of specialized SWAT equipment outside of what is normally supplied by the Sheriff's Office will be shared, on a negotiated case by case basis. The cost of repair/replacement of damaged equipment shall be the responsibility of the agency that owns the equipment. Equipment damaged as a result of negligence or intentional destruction will be repaired /replaced by the agency of the responsible team member. Any dispute concerning repairing/replacing equipment is to be settled by the Sheriff and the home agency Chief of Police.

f. Officers assigned to Boulder County SWAT shall be subject to the tactical supervision of the supervisory and command personnel assigned to Boulder County SWAT regardless of which Party assigned the supervisor or officer to Boulder County SWAT.

g. It is understood and agreed that, should disciplinary action be required as a result of an officer's involvement or participation in Boulder County SWAT, disciplinary action shall be the sole responsibility of the officer's respective agency. The officer's continued involvement in Boulder County SWAT, however, shall be subject to the approval of the home agency Chief of Police and the Sheriff, except as otherwise provided in 3.4.c.

h. It is understood and agreed that the requesting agency shall command the incident and Boulder County SWAT shall command the tactical aspects.

i. The Sheriff's Office shall maintain all Public Information Officer (PIO) responsibility on day-to-day issues, and the agency of jurisdiction will be responsible for PIO duties during call-outs.

4.0 FUNDING.

4.1 Each Party shall, at all times, be responsible for its own costs incurred in the performance of this Agreement.

4.2 Parties acknowledge and agree that all payment obligations under this Agreement are current expenditures of Parties, payable in the fiscal year for which funds are appropriated for the payment thereof. Parties' obligations under this Agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of Parties within the meaning of Article X, Section 20 of the Colorado Constitution.

5.0 INSURANCE/LIABILITY.

5.1 Parties shall, at their own expense keep in full force and effect during the term of this Agreement Statutory Worker's Compensation insurance or adequate self-insurance funds.

5.2 The Parties shall, at their own expense, keep in full force and effect during the term of this Agreement, and during the term of any extension or amendment of this Agreement, insurance in such amount as necessary to comply with the limitations set forth in the provisions of the Colorado Government Immunity Act (C.R.S. § 24-10-101, et seq. as amended). The type and amount of such insurance shall be that which is customarily obtained for similar projects by other professionals engaged in the same field and type of work as the Parties and in accordance with generally-accepted professional practices. The Parties shall not be relieved of any liability assumed pursuant to the Agreement by reason of their failure to secure insurance as required by this Agreement or by reason of their failure to secure insurance in sufficient amounts, sufficient durations, or sufficient types to cover such liability. Each Party shall be responsible for the acts and omissions of its own officers assigned to Boulder County SWAT and shall not be responsible for the acts or omissions of other Boulder County SWAT members except to the extent the provisions of C.R.S. § 29-5-108 control.

5.3 None of the Parties waive its rights, defenses, limitations or immunities provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et. seq as amended or as otherwise provided by law.

6.0 INDEPENDENT STATUS.

The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.

7.0 TERMINATION/WITHDRAWAL.

7.1 Any Party hereto may terminate its participation in this Agreement with or without cause upon thirty (30) days prior written notice to each of the others.

7.2 On thirty (30) days prior written notice, any Party shall have the right to withdraw its participation from this Agreement in the event that its governing body does not appropriate, budget, or otherwise make funds available for the purpose of performing under this Agreement, or in the event that any court of competent jurisdiction determines that this Agreement, or any portion thereof, is in violation of Section 20, Article X, of the Colorado Constitution.

7.3 Any withdrawal/termination in accordance with the provisions of this Section 7 shall not be considered a breach of this Agreement. Any such withdrawal/termination shall terminate the obligations of the withdrawing Party only.

7.4 Upon receipt of notice provided in this Section 7, the remaining Parties may terminate this Agreement by written agreement. At any time there is only one Party to this Agreement remaining or only the Boulder County Sheriff's Office, this Agreement shall automatically terminate.

8.0 INTEGRATION AND AMENDMENT.

8.1 Cities or Towns situated partly or wholly within Boulder County who wish to join this Agreement may do so by amendment to this Agreement approved by each of the Parties to this Agreement. The Parties are authorized to amend this Agreement to accommodate additional agencies wishing to join in the Agreement.

8.2 This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

9.0 GENERAL PROVISION.

9.1 GOVERNING LAW. This Agreement shall be governed by the laws of the State of Colorado.

9.2 ASSIGNMENT. This Agreement shall not be assigned by any Party.

9.3 BINDING EFFECT. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective legal representatives.

9.4 NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to

such enforcement, shall be strictly reserved to Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third Party on such Agreement. It is the express intention of Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

9.5 NOTICES. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing, to the other Party or Parties. Such notice shall be deemed to have been given when deposited in the United States mail.

9.6 PARAGRAPH CAPTIONS. The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

9.7 EXECUTION IN COUNTERPARTS. This Agreement may be executed by Parties with separate signature pages.

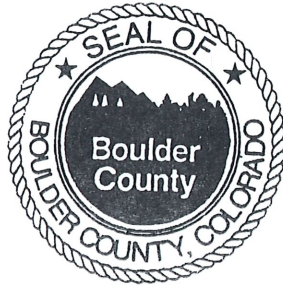
9.8 INTEGRATION. This Agreement contains the entire understanding of the parties and supercedes any prior oral or written agreements and may not be amended except upon written agreement of all Parties.

9.9 SEVERABILITY If any section, paragraph, sentence, clause or phrase of this Agreement is held to be unconstitutional or invalid for any reason by a court of competent jurisdiction such decision shall not affect the constitutionality or validity of the Agreement's remaining provisions.

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

SIGNATURE PAGES FOLLOW.

COUNTY OF BOULDER



ATTEST:

Mike Ryder

Clerk to the Board

By:

Ben Pearlman 8/31/06

Ben Pearlman, Chair
Board of County Commissioners

BOULDER COUNTY SHERIFF

By:

Joseph K. Pelle
Joseph K. Pelle

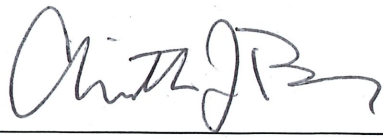
APPROVED AS TO FORM:

Andrew R. Macdonald

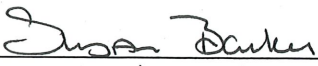
Andrew R. Macdonald
Assistant County Attorney

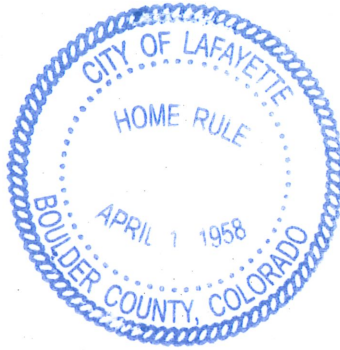
DATE: 8-18-06

CITY OF LAFAYETTE

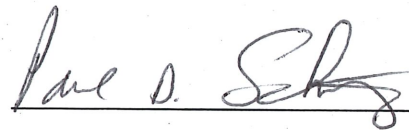
By: 
Mayor

ATTEST:

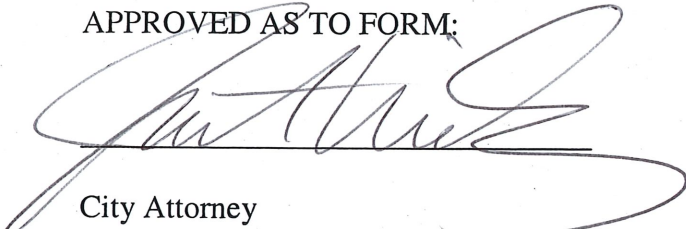

City Clerk, Deputy



LAFAYETTE CHIEF OF POLICE

By: 

APPROVED AS TO FORM:



City Attorney

DATE: 1-16-7



Randy Carr
City Clerk

CITY OF LOUISVILLE

By:

W. A. [Signature]
Mayor

LOUISVILLE CHIEF OF POLICE

By:

Bruce Goodman

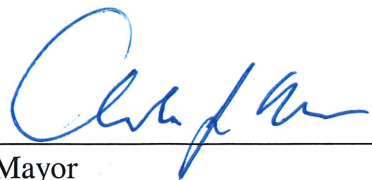
APPROVED AS TO FORM:

[Signature]

City Attorney

DATE: 12/6/06

TOWN OF ERIE

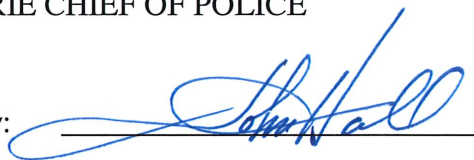
By: 
Mayor

ATTEST:

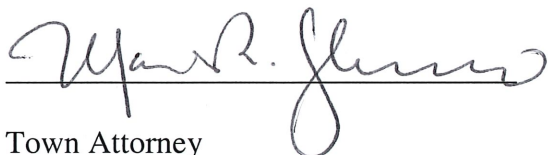

Town Clerk



ERIE CHIEF OF POLICE

By: 

APPROVED AS TO FORM:


Town Attorney

DATE: 1/24/07

AMENDMENT TO INTERGOVERNMENTAL AGREEMENT TO ESTABLISH A COLLECTIVE SPECIAL WEAPONS AND TACTICS TEAM (SWAT)

THIS AMENDMENT TO INTERGOVERNMENTAL AGREEMENT TO ESTABLISH A COLLECTIVE SPECIAL WEAPONS AND TACTICS TEAM (SWAT) (“Amendment”) is made and entered into by the Boulder County Board of County Commissioners on behalf of the County of Boulder, a body corporate and politic, for the benefit of the Boulder County Sheriff’s Office (“Sheriff’s Office”), the City of Lafayette, a Colorado municipality, the City of Louisville, a Colorado municipality, and the Town of Erie, a Colorado municipality (each a “Party” and collectively the “Parties”).

1. Agreement

This Amendment modifies “AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN BOULDER COUNTY, THE BOULDER COUNTY SHERIFF’S OFFICE, THE CITIES OF LAFAYETTE AND LOUISVILLE, AND THE TOWN OF ERIE TO ESTABLISH A COLLECTIVE SPECIAL WEAPONS AND TACTICS TEAM (SWAT)” with an effective date of August 18, 2006 (“IGA”).

2. Effective Date; Counterparts; Electronic Signature; Limits of Effect

This Amendment is effective on the date of last Party signature. This Amendment may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one agreement. The Parties approve the use of electronic signatures, governed by the Uniform Electronic Transactions Act. The Parties will not deny the legal effect or enforceability of this Amendment because it is in electronic form or an electronic record was used to create it. The IGA remains in full force and effect except as specifically modified by this Amendment.

3. Modifications

The Parties agree to modify the IGA as follows:

- a. The Parties agree to amend paragraph 1.0 PARTIES. as follows:

This Agreement is made and entered into this 18th day of August, 2006, by and between the Boulder County Board of County Commissioners on behalf of the County of Boulder, a body corporate and politic, for the benefit of the Boulder County Sheriff’s Office (“Boulder County Sheriff’s Office” or “Sheriff’s Office”), the City of Lafayette, a Colorado municipality (“Lafayette”), the City of Louisville, a Colorado municipality (“Louisville”), and the Town of Erie, a Colorado municipality (“Louisville”) (each a “Party” and collectively the “Parties”).

- b. The Parties agree to add subparagraph (j) to paragraph 3.4 as follows:

j. Notwithstanding any language in this Agreement, officers assigned to Boulder County SWAT shall be bound by rules, regulations, and policies of their home agency.

c. The Parties agree to add paragraph 4.3 as follows:

4.3 Lafayette, Louisville, and Erie agree to pay the Sheriff's Office \$1,500 annually per officer assigned to Boulder County SWAT team Tactical Unit to offset equipment and training expenses incurred by the Sheriff's Office. The annual funds referenced herein shall not be allocated, applied, or otherwise utilized to offset, supplement, or defray any salary or compensation expenses associated with any members of the Boulder County SWAT Team, including but not limited to personnel employed by the Sheriff's Office.

The funds will be used to purchase consumable supplies for training and SWAT team uses. The funds will be used to purchase ballistic vests and other protective equipment for the officers assigned to the Tactical Unit of the SWAT team based on the team's current protective equipment standards.

Any training costs outside of monthly training scheduled by the Sheriff's Office will be negotiated per course between the effected agencies.

Home agencies will ensure their officers assigned to the SWAT team are equipped with body worn cameras as required by state statute and hand-held police radios that meet Boulder County Communications requirements for agencies dispatched by the Sheriff's Office Communications Section. The handheld radio shall be capable of operating on both the Boulder County VHF radio system and the Colorado Digital Trunked Radio System (DTRS) on the 700/800 MHz band. The radio shall also support multi-key ADP and AES encryption to ensure secure and interoperable communications during tactical operations.

The Sheriff's Office will invoice the other Parties on an annual basis beginning in 2027. The other Parties shall pay the Sheriff's Office the entire amount invoiced within thirty (30) calendar days of the invoice date.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Amendment on the date of last Party signature

BOULDER COUNTY

Date: _____

Curtis Johnson, Sheriff

CITY OF LAFAYETTE

Date: _____

Name:

Title:

CITY OF LOUISVILLE

Date: _____

Name:

Title:

TOWN OF ERIE

Date: _____

Name:

Title:



Town of Erie

645 Holbrook Street
Erie, CO 80516

Town Council

Meeting Date: 8/25/2026

File #: 2026-164

Subject:

A Resolution of the Town Council of the Town of Erie Approving a First Amendment to Agreement for Professional Services with Collab Architecture, LLC, for the Feasibility Study for a Future Recreation Campus Project

Department: Parks & Recreation,

Presenter(s): Luke Bolinger, Director of Parks & Recreation

Time Estimate: 0

Fiscal Summary:

Cost as Recommended:

Balance Available:

Fund:

Line Item Number:

New Appropriation Required:

Policy Issues:

Town Council must approve amendments to agreements previously authorized by Council.

Staff Recommendation:

Approve the resolution.

Summary/Key Points:

- The amendment extends the scope completion date to August 2027 to align with the updated project schedule.
- The project will develop a long-range plan for the Town's 25-acre second community campus, including potential indoor and outdoor recreation amenities, conceptual designs, phasing options, cost estimates, and operational considerations.

- The amendment does not change the project scope or contract amount.

Background of Subject Matter:

The Town of Erie owns approximately 25 acres at the south-east corner of Colliers Parkway and Weld County Road 5 for the future development of a second community campus. The property, located directly west of Erie High School and Soaring Heights Elementary School, provides an opportunity to address long-term community recreation needs through a combination of indoor and outdoor amenities. Following a competitive selection process, the Town entered into an agreement with Collab Architecture to lead community engagement and develop a comprehensive site and program plan for the property. The completed plan will help inform future decisions regarding proposed amenities, project phasing, capital costs, operational needs, and potential funding strategies.

The proposed amendment extends the scope completion date to August 2027 to reflect the updated project schedule and provide sufficient time to complete the planning process. All other terms of the agreement remain unchanged.

Attachments:

1. Resolution 2026-172
2. First Amendment
3. Original Agreement

**Town of Erie
Resolution No. 2026-172**

**A Resolution of the Town Council of the Town of Erie Approving a
First Amendment to Agreement for Professional Services with
Collab Architecture, LLC, for the Feasibility Study for a Future
Recreation Campus Project**

Whereas, on February 10, 2026, the Town and Collab Architecture, LLC, entered into an Agreement for Professional Services with Collab Architecture, LLC, for a feasibility study for a future recreation campus to serve Erie residents; and

Whereas, the Parties wish to amend the Agreement to extend the timeline for completion.

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

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

Adopted this 25th day of August, 2026.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

First Amendment to Agreement for Professional Services
(Feasibility Study for a Future Recreation Campus Project)

This First Amendment to Agreement for Professional Services (the "First Amendment") is made and entered into this ____ day of _____, 2026 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipality with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and Collab Architecture, LLC, an independent contractor with a principal place of business at 8217 Eastman Park Drive, Windsor, CO 80550 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, on February 10, 2026, the Parties entered into an Agreement for Professional Services (the "Agreement"); and

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

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

1. Extension. The parties agree that the Agreement shall be extended to August 11, 2027, to accommodate the revised project schedule.

Paragraph II(A) shall be amended to read:

This Agreement shall commence on the Effective Date and shall continue until August 11, 2027, or until terminated as provided herein.

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

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

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

Town of Erie, Colorado

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Collab Architecture, LLC

Signed by:


A1729188973E47C

State of Colorado)
) ss.
County of _____)

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

My commission expires:

(Seal)

Notary Public

**Town of Erie
Resolution No. 26-024**

**A Resolution of the Town Council of the Town of Erie Approving a
Professional Services Agreement with Collab Architecture for the
Feasibility Study for a Future Recreation Campus Project**

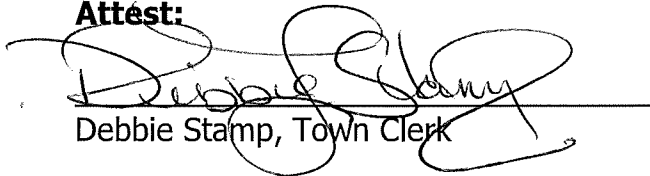
Whereas, the Town Council requires the professional services of Collab Architecture to conduct a feasibility study for a future recreation campus to serve Erie residents.

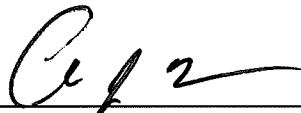
Now Therefore be it Resolved by the Town Council of the Town of Erie, Colorado that:

Section 1. The Professional Services Agreement for the Feasibility Study for a Future Recreation Campus Project with Collab Architecture is hereby approved in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Agreement on behalf of the Town.

Adopted this 10th day of February, 2026.

Attest:


Debbie Stamp, Town Clerk



Andrew J. Moore, Mayor



Agreement for Professional Services

This Agreement for Professional Services (the "Agreement") is made and entered into this 10th day of February, 2026 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipality with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and Collab Architecture, LLC, an independent contractor with a principal place of business at 8217 Eastman Park Drive, Windsor, CO 80550 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, the Town requires professional services; and

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

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

I. Scope of Services

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

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

II. Term and Termination

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

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

III. Compensation

In consideration for the completion of the Scope of Services by Consultant, the Town shall pay Consultant an amount not to exceed \$200,000, which includes a base amount of \$188,724 and a contingency of \$11,276. The contingency amount will only be paid upon the Town's approval. The not-to-exceed amount shall include all fees, costs and expenses incurred by Consultant. Consultant may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. Professional Responsibility

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

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

C. Because the Town has hired Consultant for its professional expertise, Consultant agrees not to employ subcontractors to perform any work under this Agreement, except as expressly set forth in the Scope of Services.

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

V. Ownership

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Consultant shall be exclusively owned by the Town. Consultant expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Consultant hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change the Work Product without providing notice to or receiving consent from Consultant; provided that Consultant shall have no liability for any work that has been modified by the Town.

VI. Independent Contractor

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

VII. Insurance

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

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

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

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

VIII. Indemnification

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

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

IX. Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

L. *Force Majeure.* No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this

Agreement due to acts of God, floods, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

Exhibit A Scope of Services

Consultant's Duties

During the term of this Agreement, Consultant shall perform the following duties associated with conducting a feasibility study for a future 25-acre recreation campus located near Weld County Road 5 and Colliers Parkway, as directed by the Town:

Staff, Community and Stakeholder Engagement:

- Consultant shall meet with Town staff on site to review possible amenities and/or constraints and receive direction regarding specific requirements.
- Consultant shall conduct outreach, research, and analysis to identify and evaluate community needs, priorities, and preferences for additional indoor and outdoor recreational amenities.
 - Engagement should include residents, representatives from Town advisory boards, partner organizations, and user groups to ensure a representative and equitable assessment.

Capacity and Timing Analysis:

- Consultant shall determine when the existing Erie Community Center and Erie Community Park are expected to reach capacity using participation data, demographic trends, and operational projections.
- Consultant shall establish a recommended timeframe for when an additional facility should come online to meet future demand.

Indoor Recreation Facility:

- Consultant shall develop several scope options addressing facility size, features, and cost if the study determines the need for an additional recreation facility.
 - Indoor amenities may include, but are not limited to, indoor sport courts, fieldhouse with turf area and support spaces, aquatics, fitness and wellness center, active adult space, licensed childcare, preschool and youth program space, flexible classrooms, or innovation/makerspace areas.

Outdoor Recreation Amenities:

- Consultant shall evaluate complementary outdoor amenities such as, but not limited to, lighted multi-use turf fields, soccer and baseball/softball fields, pickleball and tennis courts, basketball courts, playgrounds (including nature-

based and adaptive designs), restrooms, shelters, walking and biking trails, and potential community gathering spaces like amphitheaters, gardens, or splash pads.

Cost Estimation and Funding Readiness:

- Consultant shall provide preliminary construction cost estimates (order-of-magnitude level) for each facility and amenity option, including site preparation, building, utilities, and associated outdoor improvements. Include total project cost ranges appropriate for use in preparing a November 2026 ballot question, along with projected operating and maintenance costs and phasing options.
- Consultant shall provide high level conceptual drawings of recommended facility or amenity options. Concepts need to consider site access, parking, lighting, buffer requirements, setbacks, municipal code requirements, Town standards, site utilities, drainage, and pedestrian connectivity.
- Consultant shall prepare an operating pro forma detailing anticipated programming options, operational and maintenance costs for each alternative provided. The pro forma should also include an analysis of attendance estimates, fee structures, revenue generation projections, operation cost projections and long-term capital replacements/improvements.
- Consultant shall recommend and detail possible funding mechanisms and partnerships. Final report to be presented to the Town Council by staff and the Consultant.
- Consultant shall develop basic conceptual components for possible future recreation facility of above-mentioned components.
- Consultant shall research potential construction costs for possible expansion of above-mentioned components.
- Consultant shall research potential operational and maintenance costs for above-mentioned components.
- Consultant shall summarize financing options using existing community/customer surveys and other pertinent data.
- Consultant shall make any required modification to final study report based on input from above meetings.

Consultant's Deliverables

In performance of the duties described above, Consultant shall deliver the following items to the Town, during the timeframes established by the Town:

Feasibility Study Report:

- Consultant shall provide a comprehensive report summarizing study findings, community input, capacity analysis, facility concepts, financial analysis, and recommendations to support a 2026 ballot initiative.

Conceptual Plans and Visuals:

- Consultant shall provide two (2) conceptual site and facility layouts illustrating indoor and outdoor amenities, including floor plans, campus configurations, and cost ranges. Provide supporting graphics or renderings suitable for presentation.

Cost and Financial Analysis:

- Consultant shall provide capital and operating cost estimates for each concept, including lifecycle projections and summary of funding and phasing options.

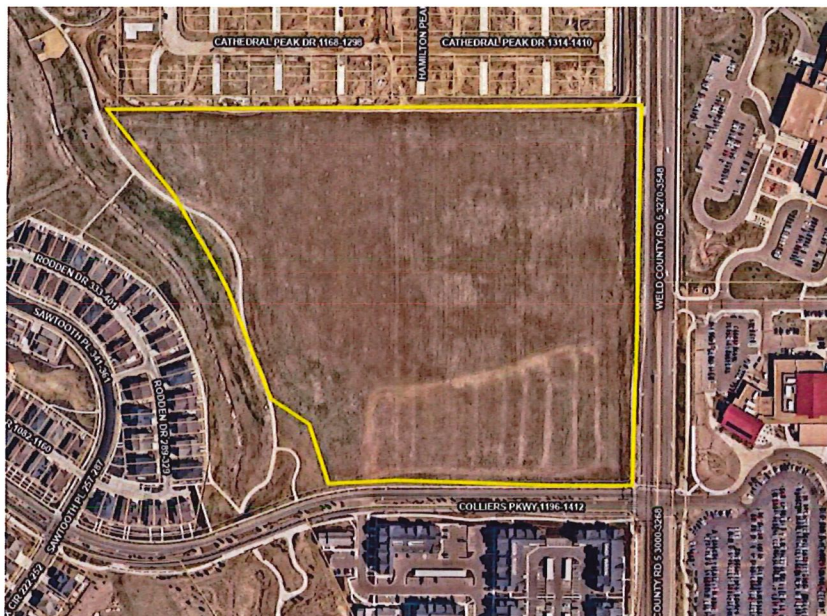
Funding and Implementation Strategy:

- Consultant shall provide recommended funding mechanisms, partnership opportunities, and a timeline supporting Town Council and ballot readiness.

Presentation and Submission Materials:

- Consultant shall provide presentation deck and summary materials for Town Council and community use, along with three (3) printed and bound copies and one (1) ADA-compliant digital version of the final report.
- Consultant shall attend two (2) Town Council meetings. One meeting shall be a study session and one meeting shall be a regular meeting to adopt the final report.

Future 25-Acre Recreation Campus Map:



The Services shall commence on the Effective Date and be completed by August 11, 2026.



Town of Erie

645 Holbrook Street
Erie, CO 80516

Town Council

Meeting Date: 8/25/2026

File #: 2026-177

Subject:

A Resolution of the Town Council of the Town of Erie Approving a Revocable License Agreement with Young Explorers LLC for Encroachment in the Right-of-Way at 545 Briggs Street

Department: Planning - Land Use,

Presenter(s): Melinda Helmer, Business Operations Coordinator

Time Estimate: 0

Fiscal Summary:

Cost as Recommended:

Balance Available:

Fund:

Line Item Number:

New Appropriation Required:

Policy Issues:

The proposed Revocable License Agreement requires Town Council consideration as required by the Home Rule Charter.

Staff Recommendation:

Staff recommend approval of the Revocable License Agreement for Young Explorers LLC to expire one year from license issuance.

Summary/Key Points:

- In accordance with Article 15 of the Town's Home Rule Charter, Revocable License Agreements are granted at the discretion of Town Council and may be revoked at any time.
- The license agreement establishes responsibilities for maintenance, insurance, indemnification, and liability while ensuring the encroachment does not interfere

with the public's use of the right-of-way.

- Typically, license agreements are used to allow businesses to utilize space in the right-of-way for outdoor seating and retail activity to generate additional economic activity and revenues for the Town.

Background of Subject Matter:

The Town encourages outdoor seating and retail activity along key streets in Downtown Erie and other walkable commercial centers. This activation of the street edge allows businesses to expand their food and beverage service area and revenues during a significant portion of the year. For example, in Downtown Erie, on-street parking areas and portions of sidewalks in the Town's right-of-way are utilized during the warmer part of the year. To facilitate this activation, the Town utilizes a Revocable License Agreement to authorize encroachment on and use of the public right-of-way under specific terms and conditions.

In the past, these agreements were approved administratively by the Town Manager. With the adoption of the Charter, the Revocable License Agreements require Town Council approval. As a result, these Revocable Licenses will be brought to Town Council on an annual basis for each business that requests use of the Town's right-of-way. Applicants must provide:

- A site diagram showing outdoor seating, food and beverage service areas, required setbacks, pedestrian circulation, obstruction clearances, and maintenance requirements (Exhibit A).
- A Certificate of Liability Insurance meeting the minimum coverage requirements of the agreement with the Town listed as a Certificate Holder.

Licenses are valid for one year from the date of approval and must be renewed annually.

Attachments:

1. Resolution 2026-175
2. Agreement
3. Exhibit A - Licensed Property Diagram

**Town of Erie
Resolution No. 2026-175**

**A Resolution of the Town Council of the Town of Erie Approving a
Revocable License Agreement with Young Explorers LLC for
Encroachment in the Right-of-Way at 545 Briggs Street**

Whereas, Article 15 of the Town of Erie Home Rule Charter provides that Town Council may grant a revocable license at any time for the temporary use, control, or operation of any Town-controlled property, provided that such licenses be revocable at the will of the Council; and

Whereas, the proposed Revocable License Agreement establishes terms and conditions governing the temporary use of Town-owned right-of-way.

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

Section 1. The Revocable License Agreement ("Agreement") with Young Explorers LLC is hereby approved in substantially the form attached hereto, subject to approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Agreement.

Adopted this 25th day of August, 2026.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Revocable License Agreement **(Outdoor Seating)**

This Revocable License Agreement (the "Agreement") is made and entered into this 25th day of August, 2026 (the "Effective Date"), by and between the Town of Erie, a Colorado municipal corporation with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and Young Explorers LLC, with an address of 545 Briggs Street, Erie, CO 80516 ("Licensee") (each a "Party" and collectively the "Parties").

Whereas, the Town owns certain real property or right-of-way known as 545 Briggs Street, Erie, CO 80516 (the "Town Property");

Whereas, Licensee owns or leases the real property adjacent to the Town Property, with an address of 545 Briggs Street, Erie, CO 80516; and

Whereas, Licensee wishes to use a portion of the Town Property to place temporary patio improvements for outdoor seating and food and beverage services in the public right-of-way, as described in **Exhibit A** (the "Licensed Property").

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

I. Grant of License

The Town hereby grants to Licensee a revocable license (the "License") to use and occupy the Licensed Property, as more particularly described and depicted in **Exhibit A**, to a place temporary patio for outdoor seating and food and beverage services. Licensee's right to use and occupy the Licensed Property is not exclusive, and the Town reserves the right to grant a similar use to itself or any other person or entity at any time. The Parties understand and agree that this Agreement and the grant of the License is a limited grant of authority subject in all respects to applicable federal, state and local laws and regulations. Licensee acknowledges that the Town may permit others to use the Licensed Property at any time.

II. Term

The License herein granted shall be effective on August 25, 2026 and shall terminate on August 25, 2027; provided that either Party may terminate this Agreement and grant of License upon written notice to the other Party provided at least 7 days in advance of the of termination. In addition, the Town may terminate this Agreement and grant of License immediately in the event of an emergency or unsafe condition. Upon

termination, Licensee shall return the Licensed Property to its original condition at Licensee's own expense.

III. Fee

Licensee shall pay to the Town a nonrefundable license fee of \$50.00, payable upon execution of this Agreement.

IV. Use

A. Licensee shall have the right to place within the Licensed Property personal property consisting of tables, chairs, and related items. Installation of any permanent structure or improvement in the Licensed Property is not permitted. Licensee shall be responsible at its sole expense for the placement, operation, maintenance, repair, and removal of any items placed in the Licensed Property. Licensee shall be solely responsible for the security of any of Licensee's personal property or other items placed within the Licensed Property. The installation or placement of any items in the Licensed Property shall be completed in accordance with plans and specifications approved in advance by the Town, and any changes shall require additional advance approval by the Town.

B. Licensee shall strictly comply with all of the following conditions:

1. Licensee shall maintain a minimum of 4 feet of open sidewalk free of obstructions between the Licensed Property and the property line or building.
2. Licensee shall maintain pedestrian circulation to the building and building entrances.
3. Licensee shall maintain a minimum of 8 feet of vertical clearance free of obstructions on the Licensed Property.
4. Licensee shall maintain the Licensed Property in a clean, litter-free and wellkept manner and shall take such actions as are necessary to maintain the Licensed Property in a good and safe condition at all times.
5. Licensee shall not permit smoking on the Licensed Property.
6. Licensee shall at all times comply with all applicable law.

C. Licensee hereby acknowledges that its use and occupancy of the Licensed Property in its present, as is condition with all faults, whether patent or latent, and without warranties or covenants, express or implied. Licensee acknowledges that the Town shall have no obligation to repair, replace, or improve any portion of the Licensed Property in order to make such Licensed Property suitable for Licensee's intended uses.

D. Licensee shall be responsible for all damage to the Licensed Property arising out of or resulting from the use of the Licensed Property by Licensee, its agents, employees, visitors, patrons, and invitees. The Town shall notify Licensee immediately upon discovery of any damage to the Licensed Property. Licensee shall correct and repair the damage within 7 days of notification or knowledge unless otherwise directed by the Town.

V. Insurance

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

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
3. If alcohol is served by Licensee, Liquor Liability coverage with limits of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. The coverage must extend to off-premises locations, including the Licensed Property.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and

extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Licensee. Licensee shall be solely responsible for any deductible losses under any policy.

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

VI. Indemnification

Licensee agrees to indemnify, hold harmless, and defend the Town and its representatives, officers, employees, agents, and contractors from and against all liabilities, injuries, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgements, including without limitation reasonable attorney fees arising from or in any way connected with Licensee's use of the Licensed Property or any act, omission, condition, or other matter related to or occurring on or about the Licensed Property under this Agreement. Licensee agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false, or fraudulent.

VII. Miscellaneous

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

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

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

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

E. Notice. Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent prepaid, first-class United States mail to the Party at the address set forth on the first page of this Agreement.

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

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

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

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

J. Accessibility. Licensee shall comply with the accessibility standards for an individual with a disability adopted by the State Office of Information Technology pursuant to C.R.S. § 24-85-103, and shall indemnify, hold harmless and assume liability on behalf of the Town and its officers, employees, agents and attorneys for all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and any other amounts incurred by the Town in relation to Licensee's noncompliance with such accessibility standards.

K. Electronic Signatures. The Parties intend that this Agreement be governed by the Uniform Electronic Transactions Act, C.R.S. § 24-71.3-101, et seq.

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

Town of Erie, Colorado

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Licensee

Name:

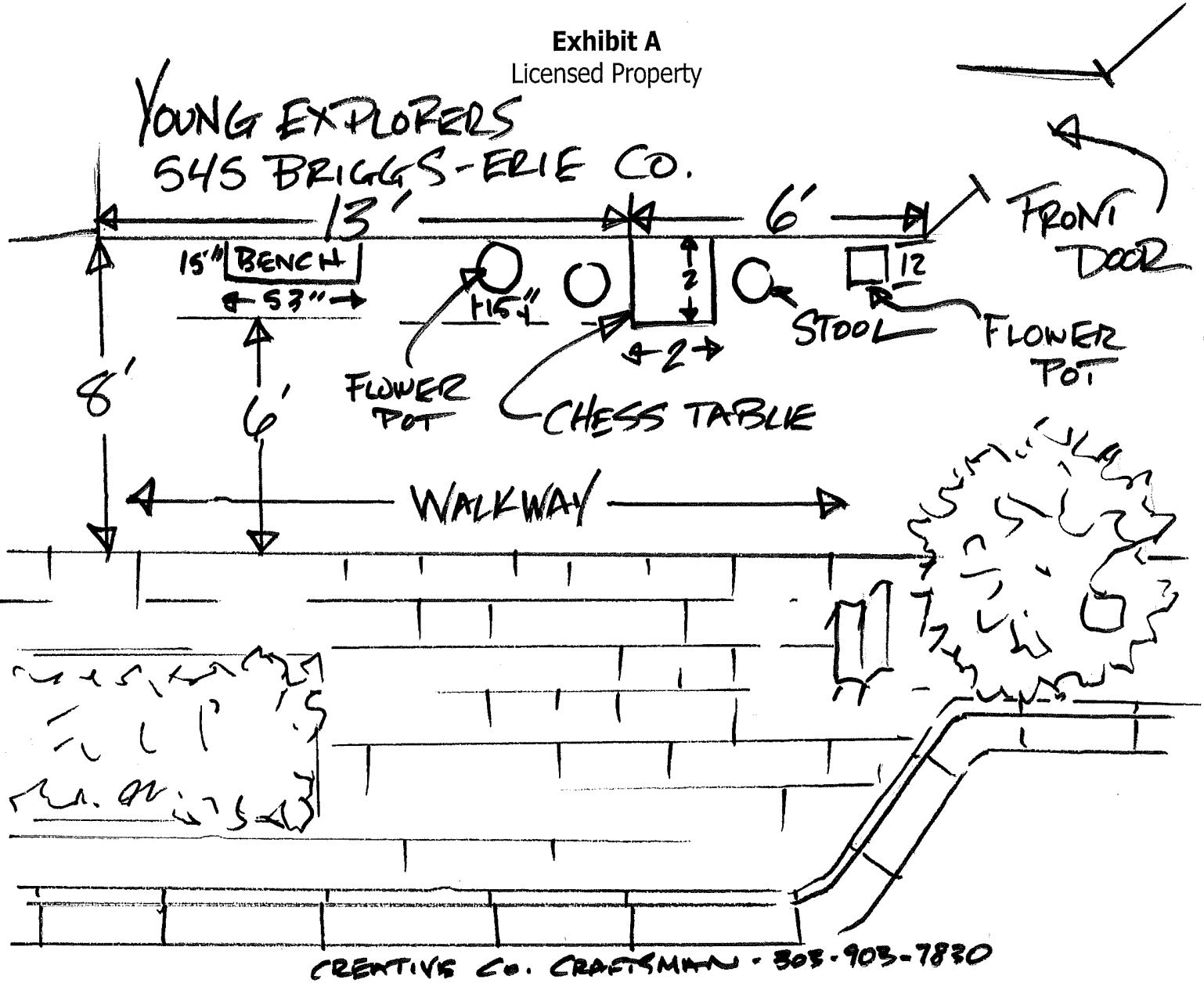
Title:

Exhibit A

Licensed Property (See attached Exhibit A)

Exhibit A
Licensed Property

YOUNG EXPLORERS
545 BRIGGS-ERIE CO.





Town of Erie

645 Holbrook Street
Erie, CO 80516

Town Council

Meeting Date: 8/25/2026

File #: 2026-178

Subject:

A Resolution of the Town Council of the Town of Erie Accepting Dedications as Shown, on the Erie Heights, Coal Miner Park Minor Play Amendment

Department: Planning - Land Use,
Parks & Recreation

Presenter(s): Harry Brennan, Senior Planner
Luke Bolinger, Director of Parks & Recreation

Time Estimate:

Fiscal Summary:

Cost as Recommended:

Balance Available:

Fund:

Line Item Number:

New Appropriation Required:

Policy Issues:

Town Council is the deciding authority when accepting new public right-of-way dedications.

Staff Recommendation:

Staff recommend Town Council accept the right-of-way dedications as shown in the Minor Plat Amendment.

Summary/Key Points:

- This Minor Plat Amendment subdivides the existing single lot at 480 Cheesman Street into two lots.
- The portion encompassing Coal Miner Park includes the existing playground, volleyball court, and pavilion area south of the parking lot. The northern lot

includes the existing building and parking area.

- The Minor Plat Amendment also dedicates new public right-of-way along the alleyway to facilitate maintenance of utility lines.

Background of Subject Matter:

The Town's Coal Miner Park at the north-east corner of High Street and Wells Street is currently under private ownership and is leased by the Town. The Town seeks to purchase the southern half of the property at High Street and Wells Street to preserve Coal Miner Park as a park in perpetuity. To accomplish this purchase, the Town and current property owner agreed to subdivide the existing parcel into two separate lots. Town Council authorized this purchase with Ordinance 26-019 on April 14, 2026.

The portion that comprises the Coal Miner Park will include the playground, volleyball court, and pavilion area south of the parking lot. To retain market feasibility of the site to the north as a commercial use, the existing parking area is located in the northern lot. Coal Miner Park has ample access given its walkable location in Old Town, and ample street and public parking in the vicinity.

Attachments:

1. Resolution 2026-176
2. Plat

**Town of Erie
Resolution No. 2026-176**

**A Resolution of the Town Council of the Town of Erie Accepting
Dedications as Shown, on the Erie Heights, Coal Miner Park Minor
Play Amendment**

Whereas, on June 3, 2026, Town of Erie and Muniba Chughtai filed an application for approval of the Minor Plat Amendment for the Erie Heights, Coal Miner Park (the "Minor Plat Amendment");

Whereas, the Planning and Development Director has conditionally approved the Minor Plat Amendment, on the condition that the Town Council accept certain right-of-way dedications as shown on the Minor Plat Amendment;

Whereas, on August 25, 2026, the Town Council considered the acceptance of the dedications as shown on the Minor Plat Amendment; and

Whereas, the Town Council desires to accept the dedications as shown on the Minor Plat Amendment.

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

Section 1. The Town Council hereby accepts the easement and right-of-way dedications shown on the Minor Plat Amendment.

Adopted this 25th day of August, 2026.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

ERIE HEIGHTS, COAL MINER PARK AMENDMENT

A REPLAT OF LOTS 1-16, BLOCK 16, ERIE HEIGHTS
W 1/2 SECTION 18, T1N, R68W OF THE 6TH P.M.
TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO
1.142 ACRES - 2 LOTS
SUB2026-00012

TITLE VERIFICATION CERTIFICATE:

WE, FIDELITY NATIONAL TITLE INSURANCE COMPANY, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR'S FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

FIDELITY TITLE INSURANCE COMPANY

BY: _____
AUTHORIZED OFFICIAL

TITLE: _____

NOTARY PUBLIC:

STATE OF COLORADO)
COUNTY OF _____)ss

KNOW ALL MEN BY THESE PRESENTS THAT THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20____.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

PLANNING & DEVELOPMENT APPROVAL CERTIFICATE:

THIS PLAT IS HEREBY APPROVED BY THE TOWN OF ERIE PLANNING & DEVELOPMENT DIRECTOR ON THIS ____ DAY OF _____, 20____.

PLANNING & DEVELOPMENT DIRECTOR _____

SURVEYOR'S NOTES:

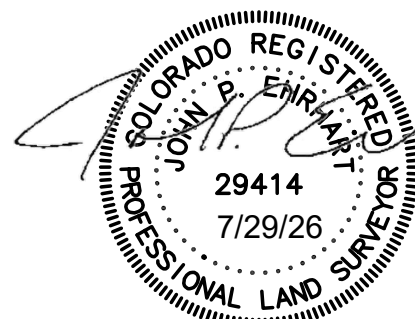
- THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF PERSONS NAMED IN THE STATEMENT HEREON. SAID STATEMENT DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS STATEMENT BY THE SURVEYOR NAMING SAID PERSON.
- FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. NCSC005282-ES, EFFECTIVE APRIL 7, 2026, WAS ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY.
- LINEAL UNITS USED ARE U.S. SURVEY FEET.
- BASIS OF BEARINGS: THE WEST LINE OF THE SUBJECT PROPERTY, BEARING N00°21'53"W (ASSUMED), A DISTANCE OF 397.99 FEET, MONUMENTED AS SHOWN HEREON.
- DEED FOR THE SUBJECT PROPERTY RECORDED SEPTEMBER 26, 2023 AT RECEPTION NO. 4922549.
- RIGHT-OF-WAY, LOT AND BLOCK INFORMATION WAS TAKEN FROM THE PLAT OF ERIE HEIGHTS, RECORDED MAY 22, 1889 AT RECEPTION NO. 26; AND LAND SURVEY PLAT RECORDED AUGUST 29, 1997 AT RECEPTION NO. 2566192.
- PROPERTY AREA IS LOCATED IN FLOOD ZONE "X" (AREAS OF LESS THAN 0.2% ANNUAL CHANCE FLOOD) PER FLOOD INSURANCE RATE MAP FOR WELD COUNTY, COLORADO AND INCORPORATED AREAS, MAP NUMBER 08013C0441J, DATED DECEMBER 18, 2012 (NOT PRINTED).
- ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE SURVEYOR'S STATEMENT SHOWN HEREON.

SURVEYOR'S CERTIFICATE:

I, JOHN P. EHRHART, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON APRIL 24, 2026, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL APPLICABLE PROVISIONS OF THE TOWN OF ERIE UNIFIED DEVELOPMENT CODE.

I ATTEST THE ABOVE ON THIS 29th DAY OF July, 2026.

JOHN P. EHRHART
COLORADO P.L.S. #29414
EHRHART LAND SURVEYING, LLC
PO BOX 930, ERIE, CO 80516
PHONE: 303-828-3340



EHRHART
LAND SURVEYING

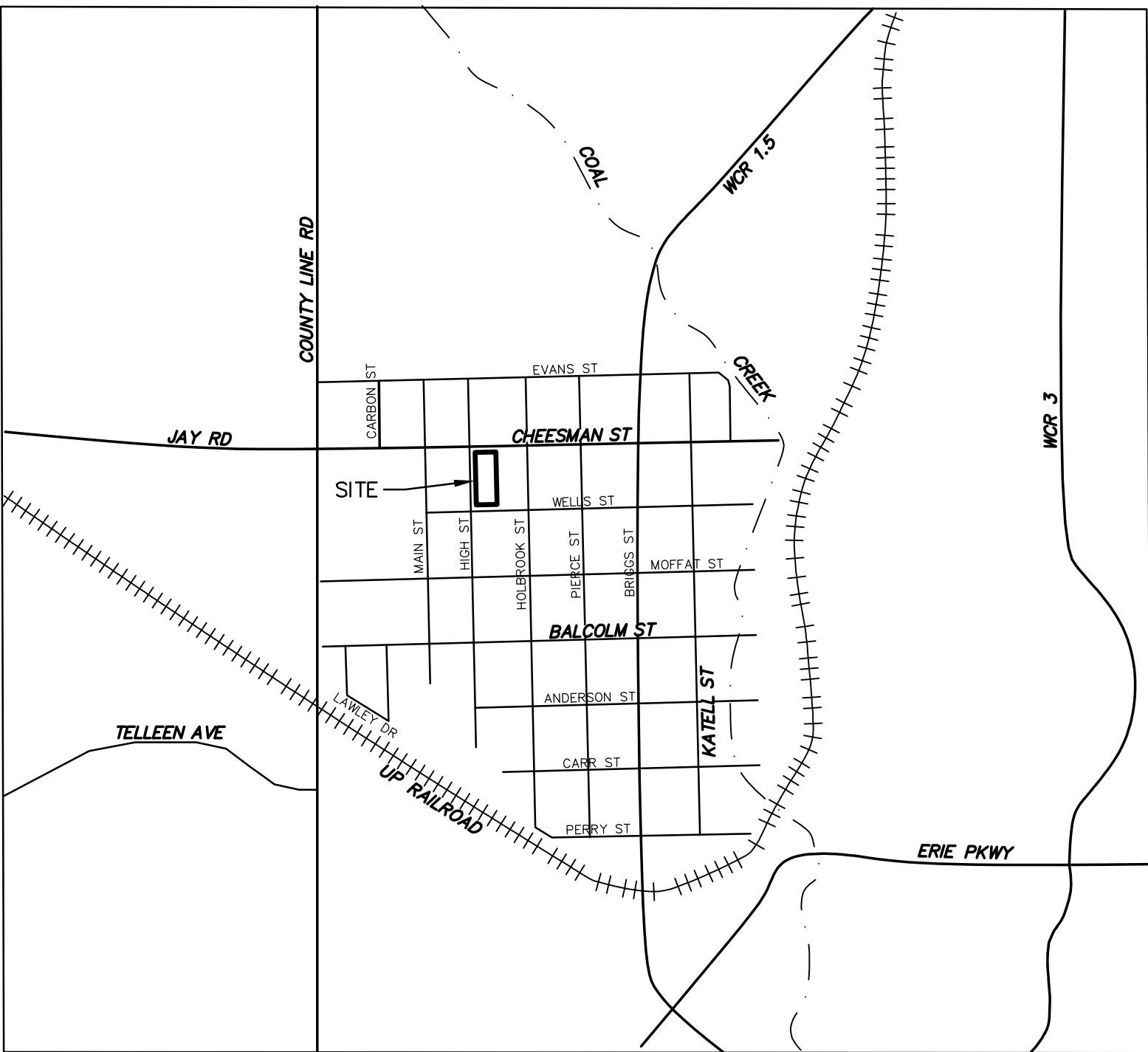
P.O. Box 930 Erie, Colorado 80516, (303) 828-3340
www.coloradolands.com

PAGE NO.
1 OF 1

DATE: 7/29/26

DRAWN BY: RGW

PROJECT: S265196



VICINITY MAP
SCALE 1" = 1000'

DEDICATION STATEMENT:

THE UNDERSIGNED, BEING THE OWNER, MORTGAGEE OR LIEN HOLDER OF CERTAIN LANDS IN THE TOWN OF ERIE, COUNTY OF WELD, COLORADO, DESCRIBED AS FOLLOWS:

LOTS 1-16, BLOCK 16, ERIE HEIGHTS, COUNTY OF WELD, STATE OF COLORADO

CONTAINING 49,770 SQUARE FEET OR 1.142 ACRES, MORE OR LESS;

HAVE BY THESE PRESENTS LAID OUT, PLATTED, AND SUBDIVIDED THE SAME INTO LOTS AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF ERIE HEIGHTS, MINORS PARK AMENDMENT. THE EASEMENTS AND RIGHT OF WAY SHOWN HEREON IS DEDICATED TO THE TOWN OF ERIE, COLORADO FOR PUBLIC USES AND PURPOSES AS SHOWN HEREON.

MUNIBA CHUGHTAI

BY: _____
AUTHORIZED OFFICIAL

TITLE: _____

LAMYA CHUGHTAI

BY: _____
AUTHORIZED OFFICIAL

TITLE: _____

USMAN CHUGHTAI

BY: _____
AUTHORIZED OFFICIAL

TITLE: _____

NOTARY PUBLIC:

STATE OF COLORADO)
COUNTY OF _____)ss

KNOW ALL MEN BY THESE PRESENTS THAT THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20____.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

LEGEND

- FOUND #5 REBAR WITH 1.25" YELLOW PLASTIC CAP, PLS 29414
- FOUND 1.5" BRASS DISK & MAG NAIL, PLS 29414
- FOUND 1" BRASS DISK & NAIL, PLS 29414
- (M) MEASURED DISTANCE
- (P) PLATTED DISTANCE



NORTH
SCALE: 1" = 30'
0 15 30 60

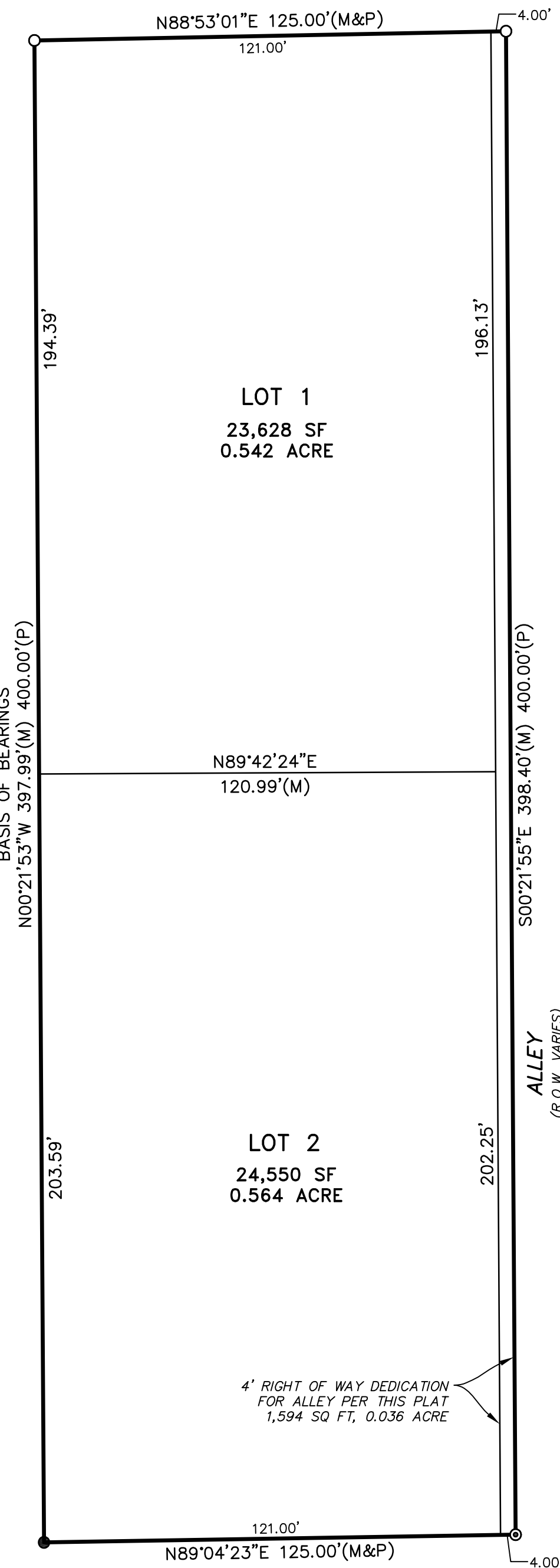
LAND SUMMARY CHART		
TYPE	AREA	% OF TOTAL AREA
RESIDENTIAL LOTS	1.106 ACRES	97%
TRACTS	NA	NA
PUBLIC ROW	0.036 ACRE	3%
TOTAL	1.142 ACRES	100%

OWNER:
CHUGHTAI MUNIBA
CHUGHTAI LAMYA
CHUGHTAI USMAN
334 POPPY VIEW LN ERIE, CO 80516

LOT 1A
BLOCK 21
ERIE HEIGHTS REPLAT C

CHEESMAN STREET
66' RIGHT OF WAY

HIGH STREET
60' RIGHT OF WAY



WELLS STREET
66' RIGHT OF WAY

BLOCK 2
ERIE HEIGHTS



Town of Erie

645 Holbrook Street
Erie, CO 80516

Town Council

Meeting Date: 8/25/2026

File #: 2026-233

Subject:

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

Department: Town Manager's Office,

Presenter(s): Breena Meng, Town Attorney
Meredyth Muth, Town Manager

Time Estimate: 15 minutes

Fiscal Summary:

Cost as Recommended:

Balance Available:

Fund:

Line Item Number:

New Appropriation Required:

Policy Issues:

The repeal of an Ordinance requires Town Council approval.

Staff Recommendation:

Approve the repeal of Ordinance No. 26-028

Summary/Key Points:

Ordinance No. 26-028 approved the sale of certain Town mineral rights to 7N/SM Energy in return for real property and financial compensation. On Aug.19, SM Energy notified the Town that it has elected to terminate the Contract to Exchange. Given the withdrawal of SM Energy, the Council now needs to consider a repeal of the Ordinance approving the deal. The repeal does two specific things:

- Repeal of the Ordinance would conclude the referendum submitted to the Town on July 24. Per Section 7.07 of the Home Rule Charter, repeal of the Ordinance subject to the referendum is one of the actions a Council may take to address a referendum (the other being referring the item to the ballot).
- Repealing the Ordinance allows the Town to act as a "party of interest" in any upcoming State hearings on the Draco Pad drilling and spacing units.

Background of Subject Matter:

Full details of the contract and approvals for Ordinance No. 26-028 can be found in the meeting materials from June 16 and June 23.

Attachments:

1. Ordinance 31-2026
2. Presentation

**Town of Erie
Ordinance No. 31-2026**

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

Whereas, on June 23, 2026, the Town Council approved Ordinance No. 028-2026 Authorizing the sale of certain minerals to 7N, LLC, as well as accepting the transfer of certain real property and the associated Contract to Exchange Real Property and Mineral Rights and the associated Agreement Regarding Draco Pad with 7N, LLC, SM Energy Company, and Extraction Oil and Gas, Inc. (the "Contract");

Whereas, on August 19, 2026, SM Energy terminated the Contract pursuant to section 5 of the Contract; and

Whereas, the Town Council desires to repeal Ordinance No. 028-2026.

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

Section 1. The Town Council hereby repeals Ordinance No. 028-2026 in its entirety. Pursuant to the terms and conditions of the Contract, the Town Council hereby revokes its authorization for the sale of the Town Mineral Rights and revokes its acceptance of the conveyance of the 7N Property.

Section 2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Town Council hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one, or part, or parts be declared unconstitutional or invalid.

Section 3. Safety. The Town Council finds that the adoption of this Ordinance is necessary for the protection of the public health, safety and welfare.

Section 4. Effective Date. This Ordinance shall take effect 10 days after publication following adoption.

Introduced, Read, Passed and Ordered Published this 25th day of August, 2026.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Repeal of Ordinance No. 26-028

Town Council

Aug. 25, 2025

Breena Meng, Town Attorney

Meredyth Muth, Acting Town Manager



Agenda

1. Background
2. What a Repeal Does
3. Questions

Background

Ordinance No. 26-028 approved by Council on June 23, 2026

- Approved the sale of certain of the Town's mineral rights to 7N/SM Energy in return for real property and financial compensation.
- August 19 - SM Energy notified Town it has elected not to continue the Contract to Exchange.

What the Repeal Does

- Concludes the referendum submitted to the Town on July 24.
 - Per Section 7.07 of the Home Rule Charter, repeal of the ordinance subject to the referendum is one of the actions a Council may take to address a referendum (the other being referring the item to the ballot).
- Allows the Town to act as a "party of interest" in any upcoming ECMC hearings on the Draco Pad drilling and spacing units.

Questions & Discussion



Town of Erie

645 Holbrook Street
Erie, CO 80516

Town Council

Meeting Date: 8/25/2026

File #: 2026-156

Subject:

Presentation of the 2025 Annual Comprehensive Financial Report and Audit

Department: Finance,

Presenter(s): Sara Sands, Director of Finance
Anne Penney, Deputy Director of Finance

Time Estimate: 30 minutes

Fiscal Summary:

Cost as Recommended:

Balance Available:

Fund:

Line Item Number:

New Appropriation Required:

Policy Issues:

Understanding and awareness of the Annual Comprehensive Financial Report for 2025.

Staff Recommendation:

Information purposes only.

Summary/Key Points:

- The Annual Comprehensive Financial Report (ACFR) is the Town of Erie's official annual financial report.
- The audit of the financial statements for the year ended Dec. 31, 2025, was performed by ClingerHagerman, LLC.
- ClingerHagerman, LLC issued an unmodified opinion on the Town's financials for 2025.

Background of Subject Matter:

Following is a brief commentary on the annual audit report. Randy Watkins, Partner at ClingerHagerman, LLC, will also provide comments on the audit and internal control findings and will be available for questions.

Annual Comprehensive Financial Report (ACFR) Summary

For readers new to ACFRs, reading the Management's Discussion and Analysis (MD&A) provides a good starting point. The MD&A provides an analysis and overview of the financial statements and results of operations. It also provides explanations of the various sections of the ACFR. In addition to the financial statements themselves, the footnotes are also a critical part of the ACFR. The footnotes provide information on accounting policies followed by the Town in preparation of the ACFR, details on specific financial statement items (e.g., deposits and investments), along with other important disclosures. Including the MD&A, the ACFR consists of four sections, as follows:

- **Introductory Section** | This includes a table of contents, a letter of transmittal, the GFOA Certificate of Achievement, and a list of Town officials.
- **Financial Section** | This includes the auditors' opinion, MD&A, financial statements, and notes to the financial statements. Also included in this section are schedules for those funds considered non-major (as defined by accounting standards), combining schedules, and budget variance schedules for the various funds.
- **Statistical Section** | This includes required and optional statistical tables containing various types of information related to the Town's financial trends, revenue and debt capacity, demographic and economic data, and operating information.
- **Compliance Section** | This consists of required disclosures related to certain outstanding bonds, the auditors' report on internal control and compliance, the auditors' report on compliance for each major federal program, the schedule of expenditures of federal awards and related notes, the schedule of findings and questioned costs, the Town's corrective action plan, and the Local Highway Finance Report.

The ACFR is prepared in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB). The objective of the audit performed by CLA was to provide assurance that the Annual Report is in conformity with those standards in all material respects. ClingerHagerman, LLC issued an unmodified opinion on the Town's financials for 2025, a so-called "clean" opinion.

The Town also strives to prepare the ACFR to meet the standards of the Government Finance Officers Association's (GFOA) Certificate of Achievement for Excellence in Financial Reporting award program. This program encourages preparers of ACFRs to go beyond the minimum requirements of GAAP and strive for transparency and full disclosure in their ACFR. The Town has received this award for the years 2004-2024

and will submit the 2025 Annual Report to GFOA for consideration for the award.

The Single Audit Act requires that a non-Federal entity that expends \$1,000,000 or more in a fiscal year in Federal awards must have a single audit conducted in accordance with 2 CFR 200. The Town exceeded this threshold for 2025, and the single audit information is included in the Compliance Section of the ACFR.

Findings and Corrective Actions

The Town received one audit finding in the 2025 ACFR. Audit Finding, 2025-001, Internal Control Over Procurement Documentation for Noncompetitive Professional Services (Significant Deficiency). The audit identified a professional services contract that was awarded without a competitive solicitation process. The Town recognizes the need to strengthen internal controls over procurement. The Town made changes to the procurement policy in April 2026 and reviewed those changes, as well as policy expectations, with departments to ensure understanding. The Finance Department will continue education efforts to ensure procedures and policy are followed. A Procurement Manager position was created in May 2026 and has been filled. This position involves updating standard operating procedures, reviewing Requests for Proposals and Sole Source justifications, and reviewing procurement file documentation prior to execution of contracts.

Attachments:

1. Presentation
2. 2025 ACFR



Report to the
Honorable Mayor and
Members of the Town
Council and Town
Manager

Audit Wrap Up:

Year Ending Dec. 31,
2025



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Reporting

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Restricted Use

Conclusion

This information is intended solely for the information and use of the Town of Erie (the Town) and management of the Town and is not intended to be, and should not be, used by anyone other than these specified parties.

Welcome

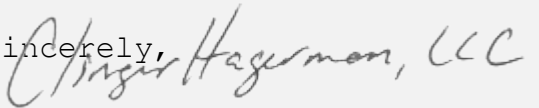
August 25, 2026

To the Honorable Mayor and Members of the
Town Council and Town Manager
Town of Erie, Colorado

Professional standards require us to communicate with you regarding matters related to the financial statement audit that are, in our professional judgment, significant and relevant to your responsibilities in overseeing the financial reporting process. In April 2026, we provided an overview of our plan for the audit of the financial statements of Town of Erie, Colorado (the Town) as of and for the year ended December 31, 2025, including a summary of our overall objectives for the audit, and the nature, scope, and timing of the planned audit work.

This communication is intended to elaborate on the significant findings from our audit, including our views on the qualitative aspects of the Town's accounting practices and policies, management's judgments and estimates, financial statement disclosures, and other required matters.

We are pleased to be of service to the Town and look forward to meeting with you to discuss our audit findings, as well as other matters that may be of interest to you, and to answer any questions you might have.

Sincerely,




Results of Our Audit

We have completed our audit of the financial statements as of and for the year ended December 31, 2025. Our audit was conducted in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards* (GAS). This audit of the financial statements does not relieve management or those charged with governance of their responsibilities.

- The objective of our audit was to obtain reasonable - not absolute - assurance about whether the financial statements are free from material misstatements.
- The scope of the work performed was substantially the same as that described to you in our earlier Audit Planning communications.
- We have issued **unmodified opinions** on the financial statements and released our report on June 30, 2026.



Results of Our Audit

We applied certain limited procedures to **management's discussion and analysis, the budgetary comparison information for the General Fund and Erie Urban Renewal Authority, and the pension information** which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. **We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.**

We were engaged to report on **combining and individual nonmajor fund financial statements, the budgetary comparison schedules, and the Schedule of Expenditures of Federal Awards**, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on **introductory section and statistical section**, which accompany the financial statements but are not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, **we do not**



Results of Our Audit

Our responsibility for other information in documents containing the Town's audited financial statements does not extend beyond the financial information identified in the audit report, and we are not required to perform procedures to corroborate such other information.

However, in accordance with professional standards, we have read the information included by the Town and considered whether such information, or the manner of its presentation, was materially consistent with its presentation in the financial statements.

Our responsibility also includes calling to management's attention any information that we believe is a material misstatement of fact. We have not identified any material inconsistencies or concluded there are any material misstatements of facts in the other information that management has chosen not to correct.



Significant Audit

Matters ACCOUNTING PRACTICES, POLICIES, ESTIMATES

Management is responsible for the selection and use of appropriate accounting policies. The following summarizes the more significant required communications related to our audit concerning the Town's accounting practices, policies, and estimates:

The Town's **significant accounting practices and policies** are those included in Note 1 to the financial statements. These accounting practices and policies are appropriate, comply with generally accepted accounting principles and industry practice, were consistently applied, and are adequately described within Note 1 to the financial statements.

- There were **no changes** in significant accounting policies and practices during fiscal year 2025.

We noted no transactions entered into by the Town during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. Based on the nature of the Town's financial statement disclosures, no disclosures were identified as being more significant to financial statement users than others.

The financial statement disclosures are neutral, consistent, and clear.



Significant Audit

Matters ACCOUNTING PRACTICES, POLICIES, ESTIMATES

Significant estimates are those that require management’s most difficult, subjective, or complex judgments, often as a result of the need to make estimates about the effects of matters that are inherently uncertain. The Town’s significant accounting estimates, including a description of management’s processes and significant assumptions used in development of the estimates, are disclosed in Note 1 of the financial statements.

Significant Accounting Estimates
GASB 87, Leases
GASB 96, Subscription-Based Information Technology Arrangements (SBITA)
Net pension liabilities

- Management **did not make any significant changes** to the processes or significant assumptions used to develop the significant accounting estimates in fiscal year 2025.



Significant Audit

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. **We are pleased to report that no such disagreements arose during the course of our audit.**

Additionally, management's cooperation was excellent. We received full access to all information that we requested while performing our audit, and we acknowledge the full cooperation extended to us by all levels of Town personnel throughout the course of our work.

All records and information requested by ClingerHagerman, LLC were freely available for our inspection.

MANAGEMENT REPRESENTATIONS

We have requested certain representations from management that are included in the management representation letter dated June 29, 2026.



Significant Audit

Matters MANAGEMENT CONSULTATIONS WITH OTHER INDEPENDENT ACCOUNTANTS

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Town's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. **To our knowledge, there were no such consultations with other accountants.**

CORRECTED AND UNCORRECTED MISSTATEMENTS

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. The attached schedule summarizes uncorrected misstatements of the financial statements. Management has determined that their effects are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. The uncorrected misstatements or the matters underlying them could potentially cause future period financial statements to be materially misstated, even though, in our judgment, such uncorrected misstatements are immaterial to the financial statements under audit.

OTHER AUDIT FINDINGS AND ISSUES

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year

Internal Control Over Financial Reporting

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Town’s internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinion(s) on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town’s internal control. Accordingly, we do not express an opinion on the effectiveness of the Town’s internal control.

Our consideration of internal control was for the limited purpose described above and was not designed to identify all deficiencies in internal control that might be significant deficiencies or material weaknesses.

We are required to communicate, in writing, to those charged with governance all material weaknesses and significant deficiencies that have been identified in the Town’s internal control over financial reporting. The definitions of control deficiency, significant deficiency and material weakness follow:

Category	Definition
Control Deficiency	A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis.
Significant Deficiency	A deficiency or combination of deficiencies in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.
Material Weakness	A deficiency or combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the Town’s financial statements will not be prevented or detected and corrected on a timely basis.

Given these limitations, during our audit **we identified a deficiency in internal control that we consider to be a significant deficiency**, as described on the following page.



Internal Control Over Financial Reporting

Finding Title	Description
Internal Control Over Procurement Documentation for Noncompetitive Professional Services (Significant Deficiency)	The Town of Erie's Purchasing Policy requires that procurement decisions be supported by appropriate documentation. When a requesting department determines that a noncompetitive procurement is appropriate, documentation supporting the basis for vendor selection must be included with the procurement documentation and approved in accordance with the Purchasing Policy. The policy further requires supporting documentation to be maintained as part of the procurement record.

Single Audit

Single Audit

In planning and performing our audit of the Schedule of Federal Expenditures of Federal Awards, we considered the Town's internal control over compliance with requirements that could have a direct and material effect on its major federal program to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with *Government Auditing Standards* and Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance.

We issued an **unmodified opinion** on the Schedule of Expenditures of Federal Awards in relation to the basic financial statements as a whole.

The Town expended \$2,132,896 in federal expenditure during the year ended December 31, 2025. The **Highway Planning and Construction** grant (\$1,184,087 in expenditures) was audited as a Major Federal Program for the year ended December 31, 2025.

- We tested compliance and internal controls with respect to



GASB Updates

Effective for 12/31 year-end local governments

December 31, 2026: Reporting Model Changes

Dominate

Big-picture impact: local governments should update financial statement templates, MD&A drafting instructions, proprietary fund classifications, budgetary comparison presentation, and capital asset note schedules.

GASB 103 - Financial Reporting Model Improvements

MD&A: Five required sections; greater emphasis on robust explanation for changes.

Proprietary Funds: New Operating/ Nonoperating framework and subtotal including noncapital subsidies.

Unusual or infrequent items: separate line before net change.

Budgetary Comparisons: RSI only, with significant variance explanations.

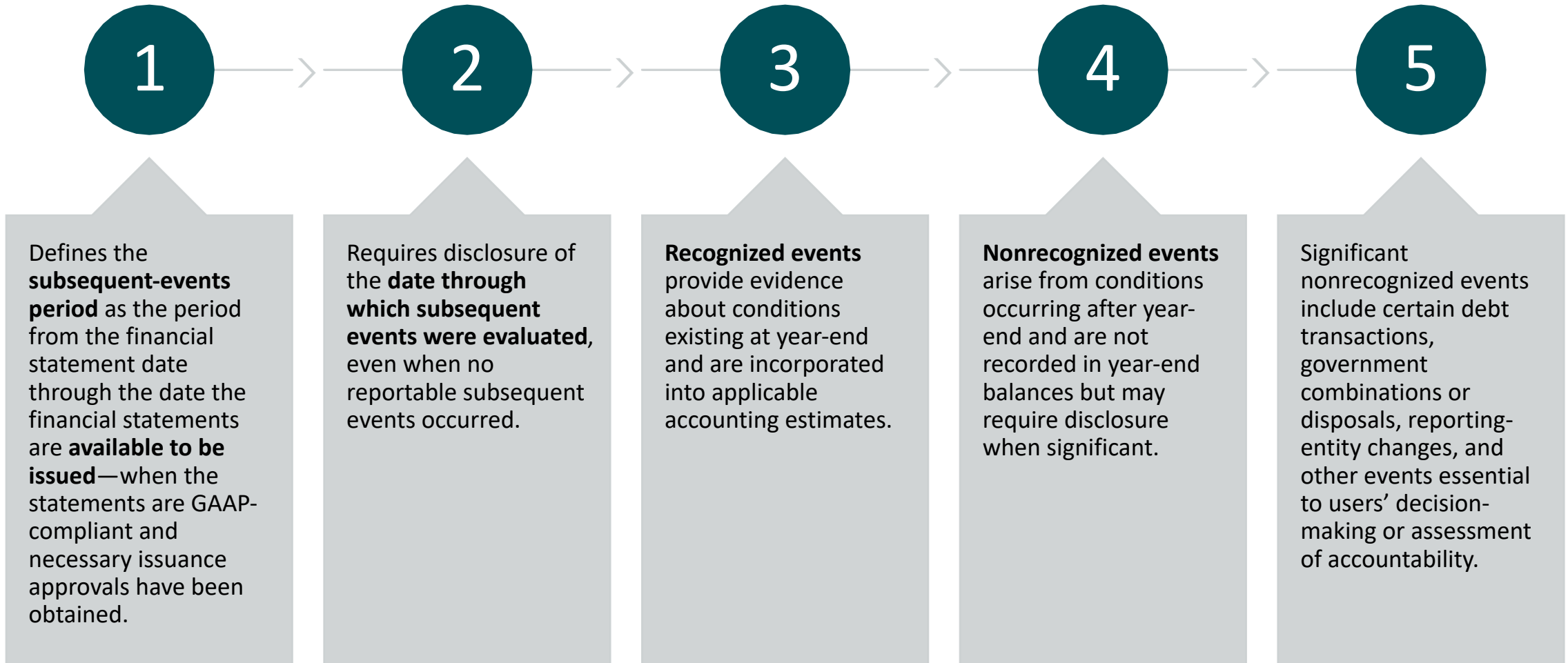
GASB 104 + Implementation Guide 2025-1

Capital Assets: Separate disclosure of lease, Public Private Partnerships (PPP) or Subscription-based Information Technology Arrangements (SBITA) right of use assets and other intangibles.

Held-for-Sale Assets: Disclose cost, accumulated depreciation and related debt when the government has decided to pursue the sale or the sale is probable within one year.

December 31, 2027: Subsequent Events Rules Tighten

Practical Impact: management and auditors should document the subsequent-events evaluation window, the approval date, and the specific post-year-end procedures performed before release.





Restricted Use

This information is intended solely for the information and use of the Honorable Mayor and Members of the Town Council and Town Manager and management of the Town of Erie, Colorado and is not intended to be, and should not be, used by anyone other than these specified parties.

Conclusion

We are pleased to be of service to the Town of Erie, Colorado, and look forward to answering questions you may have regarding our audit as well as other matters that may be of interest to you.



TOWN OF ERIE, COLORADO

ANNUAL COMPREHENSIVE FINANCIAL REPORT

YEAR ENDED DECEMBER 31, 2025

Annual Comprehensive Financial Report

For the fiscal year ended December 31, 2025

Prepared by the Finance Department

**TOWN OF ERIE, COLORADO
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Introductory Section





June 29, 2026

To the Honorable Mayor, Members of the Town Council, and Residents of the Town of Erie:

State Law requires all general-purpose local governments to publish within six months of the close of each fiscal year a complete set of audited financial statements. Pursuant to that requirement, we hereby issue this annual comprehensive financial report of the Town of Erie (the Town) for the fiscal year ended December 31, 2025.

This report is management's representation concerning the Town's finances. Management assumes full responsibility for the completeness and reliability of the information presented in this report. To provide a reasonable basis for making these representations Town management has established a comprehensive internal control framework designed both to protect the Town's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the Town's financial statements in conformity with Generally Accepted Accounting Principles (GAAP). Because the cost of internal controls should not outweigh their benefits, the Town's internal controls have been designed to provide a reasonable rather than absolute assurance that the financial statements are free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

ClingerHagerman, LLC, Certified Public Accountants, have issued unmodified ("clean") opinions on the Town's financial statements for the year ended December 31, 2025. The independent auditor's report is located at the front of the financial section of this report.

Management's Discussion and Analysis (MD&A) immediately follows the independent auditor's report and provides a narrative introduction, overview, and analysis of the basic financial statements. The MD&A complements this letter and should be read in conjunction with it.

Profile of the Town

Erie was platted on January 25, 1871 and incorporated as the Town of Erie on November 16, 1874. It is the second oldest municipality in Weld County. Founded as a rural coal-mining town, Erie is now located on the northern fringe of the Denver-Boulder Metropolitan Area. The estimated population of the Town as of December 31, 2025, is approximately 41,916, with a planning area that includes 48 square miles in Boulder and Weld Counties. The Town levies property tax on real properties located within its boundaries, has a municipal sales and use tax, and is empowered by state statute to extend its corporate limits by annexation. Annexation occurs periodically when deemed appropriate by the governing Council.

The Town has operated under the Trustee-Administrator form of government since its first meeting on November 16, 1874, as a statutory town. In November 2023, Town of Erie residents approved the Town's "Home Rule" status. This changed the structure of government to a Council-Manager form of government. Policymaking and legislative authority are vested in the Town Council, consisting of the mayor and six members. The Council is responsible for passing ordinances, adopting the budget, appointing committees, and appointing the Town Manager, Town Attorney, Municipal Judge, and Town Prosecutor. The Town Manager is responsible for carrying out the goals, policies, and ordinances of the Council, for overseeing the day-to-day operations of the Town, and for appointing the heads of the various departments, including a chief financial officer. The Council is elected on a nonpartisan basis. The Mayor is elected at large to a four-year term and six Council Members are elected from three Town districts, two from each respective district, for staggered four-year terms at each biennial election.

The Town provides a full range of services, including police protection; public works, engineering, and street maintenance; parks, trails, open space, and recreational activities; planning and development services; economic development; environmental services and administration. The Town also offers business-type services from its water, sewer, and storm drainage utilities, and the municipal airport. In addition, although it is a separate legal entity, the Town has established the Town of Erie Urban Renewal Authority (URA).

Other traditional municipal services such as fire protection and library services are provided to Erie's residents by outside special districts not affiliated with the Town. Other utility services, such as electricity, gas, and trash services, are provided by private companies not affiliated with the Town. Since these organizations are not affiliated with the Town, their financial information is not reported in the Town's financial statements.

The annual budget serves as the foundation for the Town's financial planning and control. All departments submit requests for appropriation to the Finance Director. The Finance Director and Town Manager use these requests to begin developing a proposed budget. The budget is presented to the Council for review prior to October 15. The Council is required to hold public hearings on the proposed budget and to adopt a final budget no later than December 15. The Town's fiscal year ends on December 31. The appropriated budget is prepared by fund (e.g., general), department (e.g., police), and division (e.g., patrol). Department heads may transfer appropriations within a department, but not between funds. Transfers of appropriations between funds, and appropriations increasing the budget, require Council approval.

Factors Affecting Financial Condition

A government's finances are related to the local and national economies. For example, a downturn in the local economy may reduce the government's revenues as well as increase the demand for services from residents. The information presented in the financial statements is perhaps best understood when it is considered from a broader perspective.

Local Economy

Until the mid-1990's the Town experienced very slow population growth. However, since 2000 the Town's population has quadrupled, primarily reflecting growth in single-family residential homes. Residential construction activity has flattened and slowed from the prior year, with 424 permits for new residential properties issued compared to 907 permits in 2024. To support the continued growth, the Town assesses permit, impact, and tap fees and uses this revenue to pay for public improvements such as parks, recreation facilities, and transportation infrastructure. In addition, these fees are used to develop water resources and water, wastewater, and storm drainage infrastructure.

Town sales tax revenues are a key source of funding for services provided to the Town's residents and businesses. The Town expects sales tax revenues will continue to grow as residential and commercial development occurs in and around the community. The opening of King Soopers on Highway 7 in the last quarter of 2017 significantly increased the Town's sales tax revenues. In 2019, a change in internet sales tax regulations resulted in another sales tax increase as the Town began collecting taxes on online sales to Erie residents. In 2020, construction activity finally began on the southeast corner of Highway 287 and Arapahoe Road. The development — called Nine Mile — includes a Lowe's, mixed retail and commercial, and multifamily housing, which opened in 2022. The second phase of this development includes a King Soopers which opened in late 2024. The Town continues to work to implement a long-range plan for developing the Town's eastern edge along Interstate 25, which includes 255 acres the Town strategically purchased to be a critical element in the economic development of this area. The Town continues work to increase the number of businesses throughout the community, including initiatives to enhance Historic Downtown Erie, Town Center/Four Corners, and the Highway 7 corridor, among other areas of potential development.

The immediate vicinity, including the Town, Boulder County, and Weld County, has an employed labor force of about 382,000. The Town's major employers range from retail to engineering to education to healthcare to light manufacturing. As of December 31, 2025, the Town government had 318.5 budgeted full-time equivalent employees, making it one of Erie's top five employers. As indicated above, the community is expected to maintain strong growth

of high-quality residential construction. This growth should translate into corresponding growth in the number and variety of businesses in the community.

Long-term Financial Planning

As indicated above and discussed elsewhere in this report, the Town continues to maintain strong fund balance positions in its various funds. The Council and management believe it is prudent to conserve its level of reserves in the General Fund as the Town experiences continued growth and expands and diversifies its commercial base. This growth can be expected to lead to increased levels of sales, use and property tax revenues, in addition to other revenue sources not directly dependent on residential development.

The Council and staff assess the need for additional capital improvements as part of its long-range planning process. As part of the annual budget process, staff updates projections of capital needs over the next five years. Projects currently in progress or under consideration include an expansion of and improvements to the Town's park system, various roadway projects, increases in the capacity of the water and wastewater systems, and additions to the Town's open space and trails. In addition, the Town is a participant in both the Windy Gap Firing Project and the Northern Integrated Supply Project, as well as developing other water resources to ensure adequate water supplies as the Town grows.

Relevant Financial Policies

The Town has adopted various financial policies over the years, with periodic revisions when appropriate. These policies guide the financial operations of the Town and provide structure when developing the budget. The Town's operating reserve policy requires the Town to maintain a fund balance in the General Fund of 25% of the current year's budgeted operating expenditures, with amounts over that percentage transferred to the Capital Improvement Fund and expended for one-time capital expenditures unless otherwise authorized by the Town Council. Enterprise funds must maintain a ninety-day operating and maintenance expense reserve plus 2% of the net book value of capital assets. All funds exceeded reserve requirements as of December 31, 2025.

Awards and Acknowledgments

The Government Financial Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the Town for its annual comprehensive financial report for the fiscal year ended December 31, 2024. This was the 21st consecutive year the Town has received this prestigious award. To be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized annual comprehensive financial report. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for only one year. We believe our current annual comprehensive financial report continues to meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for another certificate.

We would like to express our appreciation to all staff members who assisted and contributed to the preparation of this report. This report would not have been possible without the efficient and dedicated services of the entire staff of the Finance and Administration departments. Credit also must be given to the Mayor and the Town Council for their unflinching support for maintaining the highest standards of professionalism in the management of the Town of Erie's finances.

Respectfully submitted,

Meredyth Muth
Interim Town Manager

Sara Hancock
Finance Director





Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**Town of Erie
Colorado**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

December 31, 2024

Christopher P. Morill

Executive Director/CEO

Town of Erie, Colorado Officials

Elected Officials - Mayor & Town Council



Andrew J. Moore	Mayor
Brandon Bell	Mayor Pro Tem
Emily Baer	Member
John Mortellaro	Member
Brian O'Connor	Member
Dan Hoback	Member
Anil Pesaramelli	Member

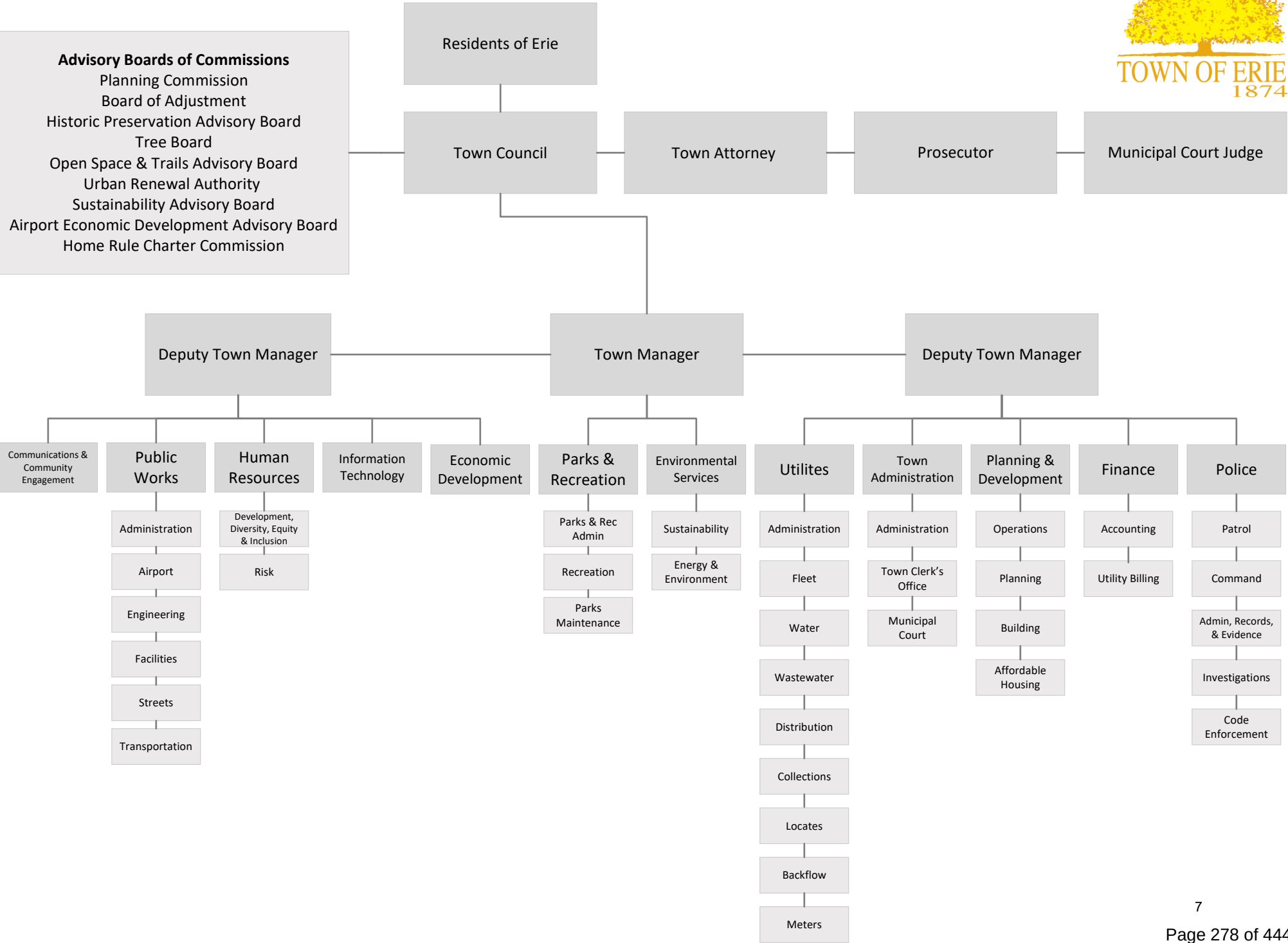
Appointed Officials

Meredyth Muth	Interim Town Manager
Amanda Bailhache	Municipal Court Judge
Christy Ausmus	Prosecuting Attorney
Breena Meng	Town Attorney

Senior Staff

Melissa Wiley	Deputy Town Manager
Sara Hancock	Director of Finance
Todd Fessenden	Director of Utilities
Denise Jakan	Director of Information Technology
Gabi Rae	Communications & Community Engagement Director
Alicia Melendez	Director of Human Resources
Julian Jacquin	Director of Economic Development
Sarah Nurmela	Director of Planning & Development
Richard Mathis	Chief of Police
Luke Bolinger	Parks & Recreation Director
David Pasic	Director of Public Works
David Frank	Director of Environmental Services

TOWN OF ERIE ORGANIZATIONAL CHART



Financial Section





INDEPENDENT AUDITOR'S REPORT

To the Town Council
Town of Erie, Colorado

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Erie, Colorado (the Town), as of and for the year ended December 31, 2025, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town, as of December 31, 2025, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Town and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, the budgetary comparison schedules for the General Fund and the Erie Urban Renewal Authority Fund, and the required pension schedules as listed in the table of contents be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Town's basic financial statements. The accompanying combining and individual nonmajor fund financial statements, the Local Highway Finance Report, and schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial



statements, the Local Highway Finance Report, and the schedule of expenditures of federal awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections and the continuing disclosures but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 29, 2026, on our consideration of the Town's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Town's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Town's internal control over financial reporting and compliance.

A handwritten signature in dark ink that reads 'Clinger Hagerman, LLC'.

Greeley, Colorado
June 29, 2026

TOWN OF ERIE, COLORADO

MANAGEMENT'S DISCUSSION AND ANALYSIS

DECEMBER 31, 2025

The Town of Erie's (Town) management offers readers this narrative overview and analysis of the Town's financial activities for the fiscal year ended December 31, 2025. We encourage readers to consider the information presented here in conjunction with additional information furnished in the letter of transmittal, found earlier in this report. Amounts in this section are rounded for purposes of easier understanding.

FINANCIAL HIGHLIGHTS

- The Town's assets and deferred outflows of resources exceeded its liabilities and deferred inflows of resources at the end of 2025 by \$993.8 million (net position). Of this amount, \$228.0 million (unrestricted net position) may be used to meet the Town's ongoing obligations in accordance with financial policies.
- The Town's total net position increased by \$40.3 million or 4.2%, compared to 2024. Governmental net position increased by \$13.7 million or 3.5%, and business-type net position increased by \$26.5 million, or 4.8%.
- At December 31, 2025, the Town's governmental funds reported combined ending fund balances of \$130.5 million, a decrease of \$6.9 million from 2024. This decrease reflects a decrease in use tax received as well as a slowing in building permits which led to a decrease in associated permit revenue.
- The General Fund, the Town's primary operating fund, reported unassigned fund balance of \$22.3 million, representing 41.0% of actual operating expenditures for 2025.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the Town's basic financial statements. These consist of three components: (1) government-wide financial statements, (2) fund financial statements, and (3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the Town's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the Town's assets, deferred outflows of resources, liabilities, and deferred inflows of resources, with the difference between these categories reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Town is improving or deteriorating.

The statement of activities presents information showing how the Town's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave). One purpose of the design of the statement of activities is to show the financial reliance of the Town's distinct functions on revenues provided by the Town's taxpayers.

Both government-wide financial statements distinguish Town functions that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The Town's governmental activities include general government (including the Town's urban renewal authority activities), public safety, public works, and parks and recreation. Business-type activities include the water system, wastewater system, storm drainage system and municipal airport.

The government-wide financial statements can be found on pages 25 and 26 of this report.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Town, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All the Town's funds can be divided into two categories: governmental funds and proprietary funds.

Governmental funds are used to account for essentially the same functions as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. This information may be useful in evaluating the Town's near-term financing requirements.

Because the focus of governmental funds is narrower than that of government-wide financial statements, it is useful to compare the governmental funds information with similar information presented for governmental activities in the government-wide financial statements. By comparing the information, readers may better understand the long-term impact of the Town's near-term financing decisions. Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in fund balances provide reconciliations to facilitate a comparison between governmental funds and governmental activities.

During 2025, the Town had 14 individual governmental funds, including the Town's urban renewal authority (URA). The General Fund is considered a major fund, as is the Capital Improvements Fund, and the URA. Their fund information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances. The remaining individual governmental fund statements are provided in the form of combining statements in a later section of this report.

The Town adopts an annual appropriated budget for each of its governmental funds other than the Erie Community Civic Fund. Budgetary comparison statements for the general fund and the major special revenue funds are included in the basic financial statements to demonstrate compliance with the adopted budget.

The basic governmental fund financial statements can be found on pages 27 to 30 of this report.

The Town maintains two types of proprietary funds - enterprise and internal service funds. The proprietary fund financial statements are prepared on the accrual basis of accounting. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The Town uses enterprise funds to account for its water, wastewater, storm drainage and airport operations.

The Airport Fund qualifies as an enterprise fund under GAAP, as it charges fees to external users. However, it does not meet the Taxpayer's Bill of Rights (TABOR) definition of an enterprise fund due to its establishment prior to TABOR becoming law.

Internal service funds are accounting devices used to accumulate and allocate costs internally among the Town's various functions. At the end of 2019, the Town created its first internal service fund, to be used to account for its fleet of vehicles and heavy equipment. These services predominantly benefit the governmental rather than business-type functions. As such, they are included within the governmental activities in the government-wide financial statements. The activity in the Fleet and Equipment Acquisition Fund is used for monitoring the Town's fleet of vehicles and heavy equipment and is allocated between the governmental and business-type activities based upon actual usage. Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail.

The Town adopts an annual appropriated budget for its proprietary funds. Budgetary comparisons for the proprietary funds are included in a later section of this report.

The basic proprietary fund financial statements can on pages 31 to 34 of this report.

Notes to the Financial Statements

The accompanying notes to the financial statements provide information essential to a full understanding of the government-wide and fund financial statements. The notes to the financial statements can be found on pages 35 to 67 of this report.

Required Supplementary Information

Required supplementary information includes the major governmental fund budget to actual statements and providing certain supporting pension schedules can be found on pages 69 to 72 of this report.

Supplementary Information

Supplementary information, including combining statements for the nonmajor governmental funds (referred to earlier) are presented following the required supplementary information. In addition, budget statements for proprietary funds are also presented in this section. This information can be found on pages 74 - 96.

GOVERNMENT-WIDE FINANCIAL STATEMENTS

Statement of Net Position

As noted above, over time net position may serve as a useful indicator of a government's financial position. As of December 31, 2025, the Town's net position (assets and deferred outflows of resources less liabilities and deferred inflows of resources) was \$993.8 million, an increase of \$40.3 million over the total at December 31, 2024. The Town reported positive balances in net position for both governmental and business-type activities. Net position increased by \$13.7 million in its governmental activities and \$26.5 million in its business-type activities.

The following table reflects the Town's condensed statement of net position.

Statement of Net Position December 31, 2025 and 2024 (In Thousands)						
	Governmental Activities		Business-Type Activities		Total	
	2025	2024	2025	2024	2025	2024
Assets:						
Current and Other Assets	\$159,059	\$164,232	\$184,955	\$180,347	\$344,014	\$344,579
Capital Assets	296,034	274,736	442,969	424,053	739,003	698,789
Total Assets	455,093	438,968	627,924	604,400	1,083,017	1,043,368
Deferred Outflows of Resources	2,371	2,759	1,862	2,037	4,233	4,796
Liabilities:						
Long-Term Liabilities	17,686	17,456	44,597	47,914	62,283	65,370
Other Liabilities	11,111	10,898	2,269	2,418	13,380	13,316
Total Liabilities	28,797	28,354	46,866	50,332	75,663	78,686
Deferred Inflows of Resources	17,460	15,901	-	-	17,460	15,901
Net Position:						
Net Investment in Capital Assets	277,939	258,536	402,313	380,155	680,252	638,691
Restricted	84,633	113,088	968	931	85,601	114,019
Unrestricted	48,636	25,848	179,342	175,019	227,978	200,867
Total Net Position	<u>\$411,208</u>	<u>\$397,472</u>	<u>\$582,623</u>	<u>\$556,105</u>	<u>\$993,831</u>	<u>\$953,577</u>

The Town's net investment in capital assets represents 68.4% of its net position. These capital assets are used to provide necessary services to residents and therefore are not available for future spending. It should be noted that the resources to repay the associated debt must be provided from other sources, since capital assets themselves cannot be liquidated to provide the resources.

Restricted net position accounts for 8.6% of total net position, representing resources that are subject to external restrictions on how they may be used. The remaining component of net position is unrestricted, representing 23.0% of the Town's total net position and may be used to meet ongoing obligations to the Town's residents and creditors.

Statement of Activities

The following table provides a summary of the Town's statement of activities.

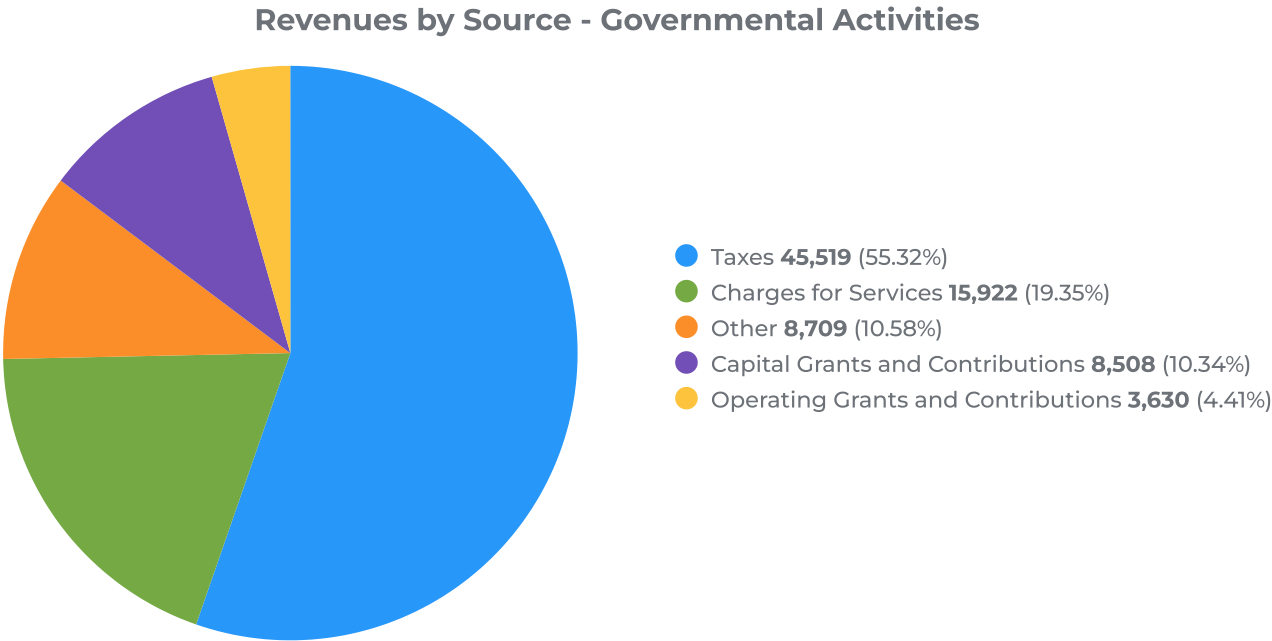
Statement of Activities Years Ended December 31, 2025 and 2024 (In Thousands)						
	Governmental Activities		Business Type Activities		Total	
	2025	2024	2025	2024	2025	2024
Revenues:						
Program Revenues:						
Charges for Services	\$ 15,922	\$ 16,920	\$ 24,676	\$ 24,388	\$ 40,598	\$ 41,308
Operating Grants and Contributions	3,630	7,373	692	1,764	4,322	9,137
Capital Grants and Contributions	8,508	23,300	21,437	56,348	29,945	79,648
General Revenues:						
Taxes	45,519	47,204	-	-	45,519	47,204
Investment Earnings	5,945	6,528	7,227	7,293	13,172	13,821
Other	2,764	1,963	486	282	3,250	2,245
Total Revenues	82,288	103,288	54,518	90,075	136,806	193,363
Expenses:						
General Government	24,437	23,501	-	-	24,437	23,501
Public Safety	11,155	10,126	-	-	11,155	10,126
Public Works	15,901	17,008	-	-	15,901	17,008
Parks and Recreation	16,248	15,172	-	-	16,248	15,172
Interest on Long-Term Debt	599	586	-	-	599	586
Water	-	-	15,922	15,262	15,922	15,262
Wastewater	-	-	8,641	7,170	8,641	7,170
Storm Drainage	-	-	3,047	2,722	3,047	2,722
Airport	-	-	602	641	602	641
Total Expenses	68,340	66,393	28,212	25,795	96,552	92,188
Increase (Decrease) in Net Position Before Transfers	13,948	36,895	26,306	64,280	40,254	101,175
Transfers	(213)	(240)	213	240	-	-
Increase (Decrease) in Net Position	13,735	36,655	26,519	64,520	40,254	101,175
Net Position - Beginning of Year	397,472	360,817	556,105	491,585	953,577	852,402
Net Position - End of Year	\$ 411,207	\$ 397,472	\$ 582,624	\$ 556,105	\$ 993,831	\$ 953,577

Governmental Activities — Revenues

During 2025, the Town's primary revenue sources for governmental operations included taxes, accounting for 55.3% of total governmental revenues. In addition, capital grants and contributions represented 10.3% of total governmental revenues while charges for services made up 19.3%. Program revenues of \$28.1 million were \$40.3 million less than expenses. This is an ordinary occurrence for governments and indicates that taxes provide a primary source of revenues to support governmental operations.

Total governmental activities revenues of \$82.3 million had a decrease of \$21.0 million or 20.3%, compared to 2024. Contributing to the decrease was capital grants and contributions which decreased a total of \$14.8 million or 63.5% compared to 2024. This decrease is largely attributed to a decrease in developer contributions in 2025 compared to 2024. Charges for Services also decreased due to a decrease in permit revenue as fewer permits were issued in 2025 compared to 2024.

The following chart provides the breakdown of revenues by source for 2025:



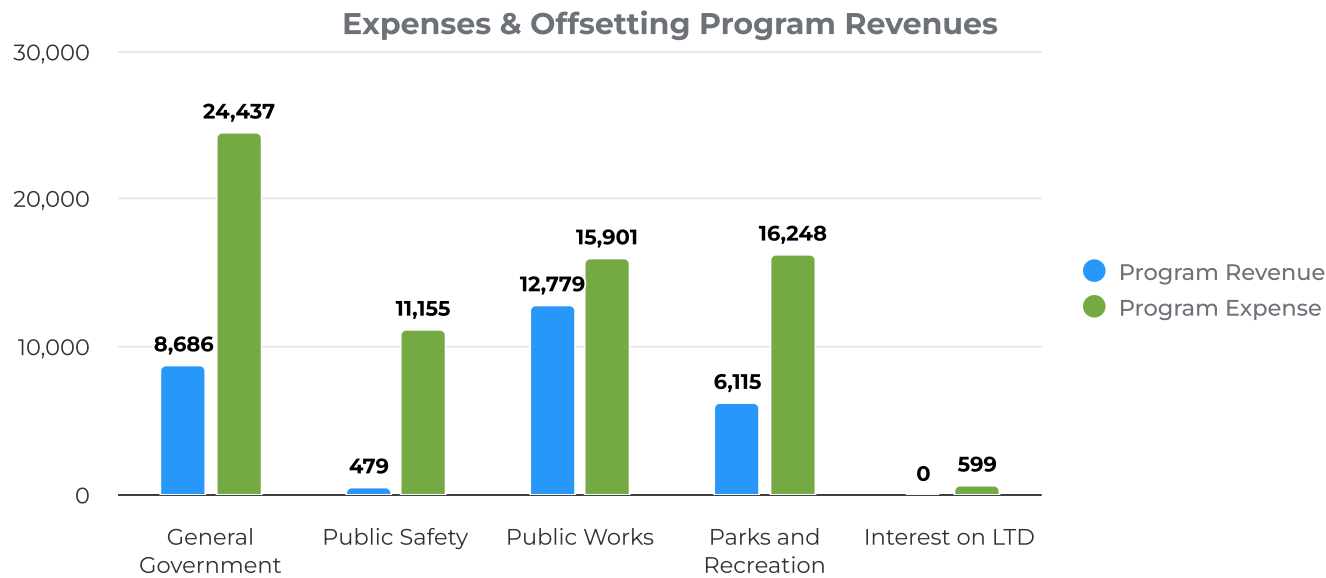
Governmental Activities - Expenses

Total governmental activities expenses were \$68.3 million in 2025, an increase of \$1.9 million, or 2.9%, compared to 2024. The increase in expenses was due to the following:

- General Government had an increase of \$.9 million. The increase is attributed to payments beginning for an intergovernmental agreement with another municipality as well as increased legal expenses and developer incentives in 2025.
- Public Safety and Parks and Recreation also saw increased expenses related to increased service levels and staffing needs due to the growth of the Town.

The following chart provides a comparison of 2025 expenses by function compared to the related program revenues for governmental activities:

Expenses and Offsetting Program Revenues - Governmental Activities

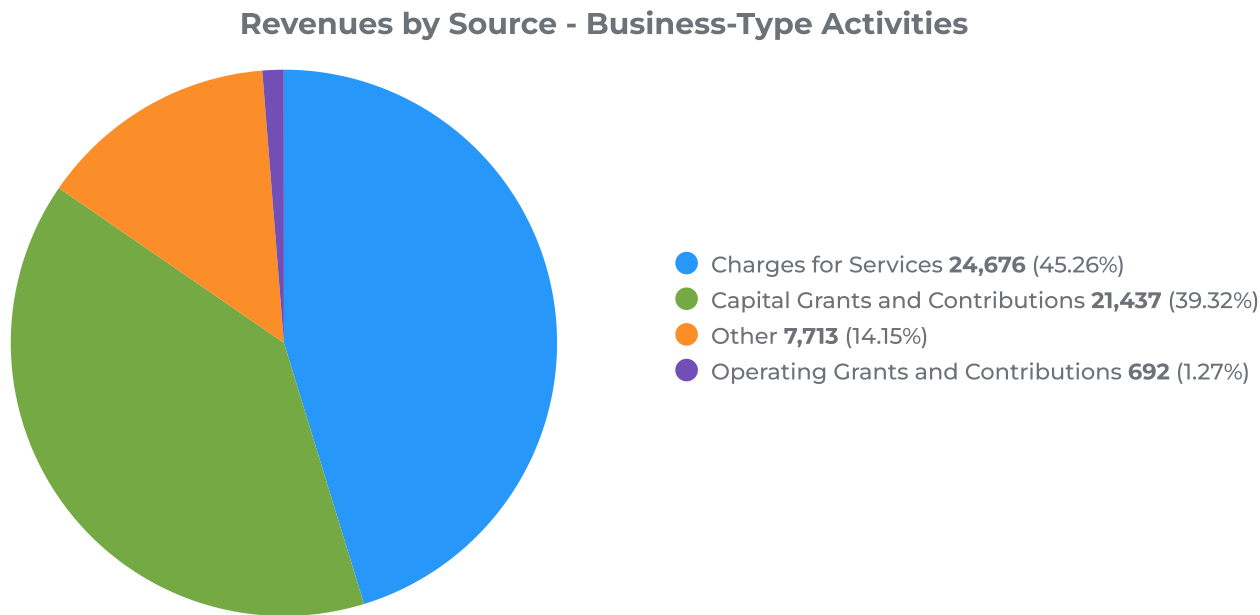


Business-Type Activities - Revenues

Business-type activities primarily rely on charges for services to support related expenses. Charges for services of \$24.7 million for business-type activities represented 45.3% of total 2025 business-type revenues.

The other primary source of revenue, representing 39.3% of revenues, comes primarily from capital contributions in the form of tap fees, developer constructed donated capital and reimbursements, and grants. This source of revenue was \$21.4 million in 2025, a decrease of \$34.9 million, or 62%, compared to 2024. This is due to a decrease in tap fees associated with new building development when compared to the prior year.

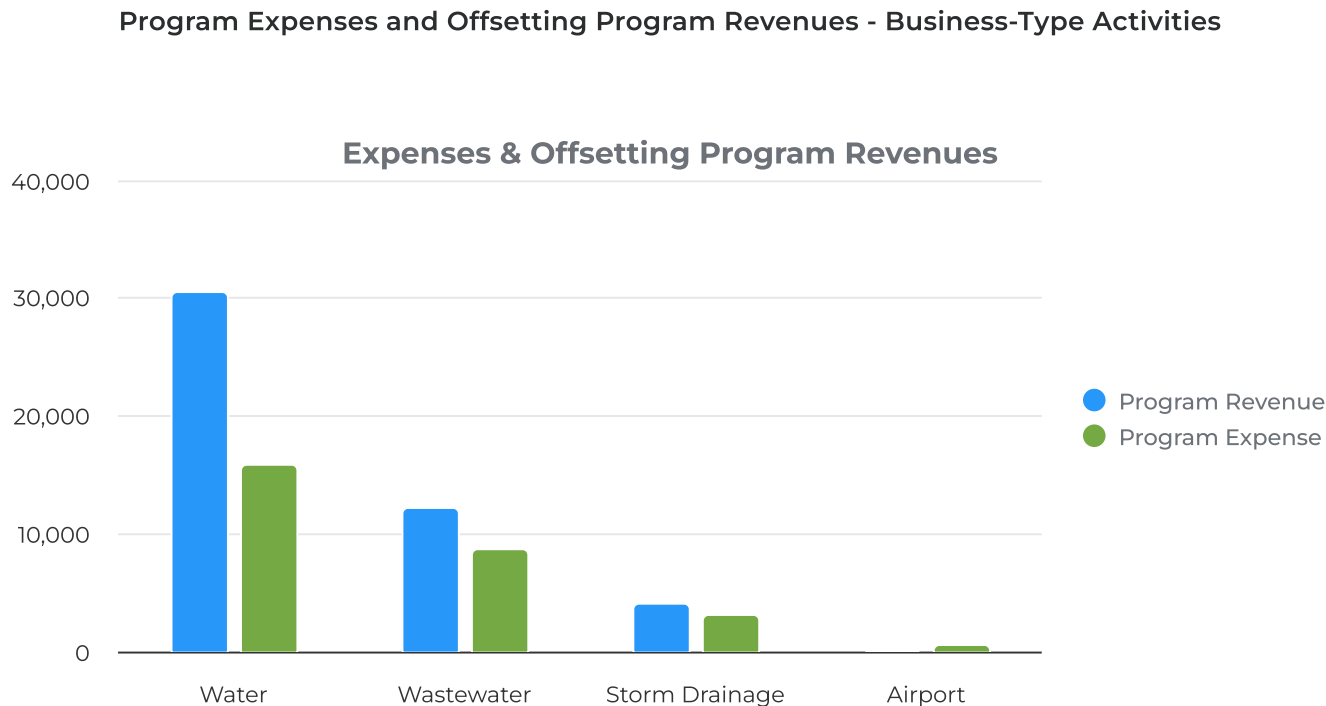
The following chart provides the breakdown of revenues by source for business-type activities for 2025:



Business-Type Activities - Expenses

Business-type expenses were \$28.2 million in 2025, an increase of \$2.4 million, or 9.4%, compared to 2024. Contributing to this increase were increased personnel, operations and maintenance, and depreciation expenses in the Water, Wastewater, and Storm Drainage funds, all reflecting the continued growth of the Town.

The following chart provides a comparison of 2025 expenses by function compared to the related program revenues for business-type activities:



FINANCIAL ANALYSIS OF THE TOWN'S FUNDS

As discussed earlier, the Town uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds

The focus of the Town's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the Town's financing requirements. Unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year. Unassigned fund balance is one of five fund balance classifications, as follows: nonspendable, restricted, committed, assigned, and unassigned fund balance.

Fund balances are the differences between assets and deferred outflows of resources, and liabilities and deferred inflows of resources in a governmental fund. The nonspendable fund balance includes amounts that are not in spendable form or amounts that are required to be maintained intact. Restricted fund balance includes amounts that can be spent only for the specific purposes stipulated by external providers, such as grant providers or bondholders, as well as amounts that are restricted constitutionally or through legislation. Committed fund balance includes amounts that can be used only for the specific purposes that are determined by formal action of the government's highest level of decision-making authority. Assigned fund balance applies to amounts that are intended for specific purposes as expressed by the governing body and applies to remaining resources in any governmental fund other than the general fund. Unassigned fund balances include all amounts not contained in other classifications for the general fund, and deficit fund balances in any other governmental fund.

As of the end of the current fiscal year, the Town's governmental funds reported combined ending fund balances of \$130.5 million. Of that amount, \$1.8 million was nonspendable, \$84.8 million was restricted, \$24.6 million was committed, \$0.9 million was assigned and \$18.4 million was unassigned fund balance.

The General Fund, the primary operating fund of the Town, had a fund balance at December 31, 2025, of \$27.1 million of which \$1.8 million was nonspendable, \$2.1 million was restricted, \$0.9 million was assigned and \$22.3 million was unassigned.

As just noted, the General Fund has \$1.8 million in nonspendable fund balance. This amount primarily represents the noncurrent portion of advances to the URA, used to fund operations and the acquisition of certain properties in planned urban renewal areas. This advance will be repaid by the URA as urban renewal projects are identified and tax increment bond financing related to these projects is obtained by the URA or recovered through other revenue sources. Additionally, included are the prepaid insurance costs for the Town's insurance provider CIRSA, as well as technology fees related to the Town's financial system, Tyler. See Note 3.D. on page 51 for more information.

As a measure of the General Fund's liquidity, it is useful to compare unassigned fund balance to total fund expenditures. The unassigned fund balance of \$22.3 million represents 41.0% of General Fund 2025 actual operating expenditures and 34.2% of 2025 budgeted operating expenditures.

The Town has two General Fund reserve policies. The first requires a reserve of 25% of operating expenditures to be maintained. Based on 2025 budgeted expenditures, the required reserve is \$17.4 million.

Total fund balance of the General Fund decreased \$3.1 million for the current year, reflecting transfers to the Capital Improvement Fund for one-time expenditures of accumulated fund balance for capital projects and transfers to the Fleet Fund. Total General Fund revenues of \$57.6 million decreased \$5.9 million, or 9.3%, compared to 2024, primarily due to a decrease in use tax and permit revenue due to a slowing in the housing market.

General Fund expenditures of \$54.3 million decreased approximately \$5.7 million, or 9.5%, compared to the prior year. This is mainly driven by the decrease in capital outlay expenses as these are now primarily tracked in the Capital Improvements Fund.

In 2025, the Capital Improvements Funds was classified as a major governmental fund. The revenues of the Capital Improvements Fund come from a transfer of fund balance from the General Fund. The Capital Improvements Fund was added in 2024. Formerly non-major, the Capital Improvements Fund expenditures increased 100.0% in 2025, including \$10.3 million in capital outlay.

The remaining major governmental fund in 2025 was the Town's urban renewal authority. Prior to 2012 the URA had no significant activities. Since then, the URA has expended approximately \$10.2 million for the purchase and improvement of real estate for future urban renewal projects, almost all of which were related to the Nine Mile project, a mixed commercial/retail/multi-family development planned for the southwest corner of Highway 287 and Arapahoe Road. In addition, the URA has expended over \$6.8 million in operating expenses since inception, primarily for incentive agreements, legal and consulting fees to identify various urban renewal areas along with other related activities, and allocated personnel costs of Town support staff. In 2025, the fund balance of the URA decreased by \$1.9 million, or 19.0%, compared to the prior year. This is due to the increase of capital projects in the Historic Old Town plan area, as well as an increase in development incentives in the Nine Mile area as development was completed in that area in 2024.

A total of \$70.4 million in fund balances are restricted or committed for future capital outlays and similar purposes in the other (nonmajor) governmental funds. See Note 1.D. starting on page 40 for more information.

Proprietary Funds

The Town's proprietary fund financial statements provide the same type of information as found in the government-wide financial statements, but in more detail. The total net position of all enterprise funds as of December 31, 2025, was \$582.6 million, of which \$179.3 million was unrestricted net position. Total net position increased \$26.5 million over the prior year, with unrestricted net position increasing \$4.3 million. The \$26.5 million increase in total net position is attributable primarily to an increase in the donation of developer constructed infrastructure across all enterprise funds. In the Water Fund, net position increased \$20.4 million. In the Wastewater Fund, net position increased \$5.2 million. In the Storm Drainage and Airport Funds, net position increased \$0.9 million.

GENERAL FUND BUDGETARY HIGHLIGHTS

The 2025 General Fund original budget reflected revenues of \$57.5 million and expenditures of \$60.5 million. The final budget provided for a deficiency, or use of fund balance, primarily for the \$6.5 million transfer to the Capital Improvements Fund for capital projects, reflecting revenues of \$57.5 million, expenditures of \$65.0 million, and a use of other financing sources of \$2.0 million. The expenditure budget increased \$4.5 million to \$65.0 million in the final budget. The primary expenditure changes were related to increased insurance claims related to the 2023 Hail Storm and an increase for various consulting services.

Actual results for 2025 in the General Fund was a deficit of \$3.1 million, primarily for one-time expenditures of accumulated fund balance for capital projects. Revenues exceeded budget in almost all categories, with particularly favorable outcomes in fees and charges for services and investment earnings. Revenues came in below budget for taxes and licenses and permits. This is primarily driven by the lower than budgeted use taxes and a decrease in permit revenue in 2025. Expenditures were under budget primarily due to budgeted items for consulting services that were not utilized prior to year end. Additional information can be found in the "Governmental Funds" above.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

The Town's investment in capital assets includes land, water rights, buildings, improvements, machinery, equipment, and vehicles. It includes governmental activities as well as water, wastewater, storm drainage and airport infrastructure. Capital assets net of accumulated depreciation as of December 31, 2025, for its governmental and business-type activities amounted to \$739.0 million, a net increase of \$40.2 million from December 31, 2024. The increase in capital assets was the result of \$55.1 million in Town-funded additions and \$4.4 million in infrastructure constructed by developers and contributed to the Town, partially offset by depreciation.

Capital Assets

December 31, 2025 and 2024
(Net of Accumulated Depreciation)
(In Thousands)

	Governmental Activities		Business-Type Activities		Total Primary Government	
	2025	2024	2025	2024	2025	2024
Land	\$ 45,692	\$ 44,253	\$ 7,695	\$ 6,562	\$ 53,387	\$ 50,815
Water Rights	-	-	84,413	84,413	84,413	84,413
Buildings	28,732	29,723	11,839	12,134	40,571	41,857
Streets and Other Infrastructure	139,364	138,224	-	-	139,364	138,223
Parks and Trails	29,565	29,822	-	-	29,565	29,822
Improvements Other Than Buildings	-	-	252,125	250,110	252,125	250,110
Furniture, Machinery, Equipment, and Vehicles	3,514	3,549	4,956	3,478	8,470	7,027
Construction in Progress	45,774	26,173	81,364	66,793	127,138	92,966
Leased Assets & SBITAs	3,393	2,993	577	563	3,970	3,556
Total Capital Assets	\$ 296,034	\$ 274,736	\$ 442,969	\$ 424,053	\$ 739,003	\$ 698,789

Major capital improvements during the fiscal year ended December 31, 2025, included the following:

- Governmental Activities (total additions - \$10.9 million)
 - Various street improvements (\$6.4 million)
- Business-Type Activities (total additions - \$14.5 million)
 - Coal Creek Improvements (\$3.5 million)
 - Developer-constructed infrastructure (\$3.5 million)

Additional information on the Town's capital assets can be found in Note 3.C. starting on page 48 of this report.

Long-Term Debt

At the end of 2025, the Town had \$62.6 million in total outstanding long-term debt, a decrease of \$2.8 million from December 31, 2025. Of this amount, \$7.4million represents general obligation bonds secured by all available Town revenue. The remainder is primarily secured by specific revenue sources (e.g., water revenues) and water rights.

The Town's general obligation bond rating was last reviewed by Moody's Investors Service in 2018, resulting in a rating increase from Aa2 to Aa1. The Town's ratings on its water system revenue bonds were reviewed in the prior year, resulting in a rating increase from Aa3 to Aa2. The wastewater system revenue bonds were increased from A+ to AA- by S&P Global in the prior year.

State statutes limit the amount of general obligation debt the Town may issue to 3% of estimated actual valuation. The current general obligation debt limitation for the Town is \$318.2 million.

Additional information on the Town's long-term debt can be found in Note 3.E. starting on page 52 of this report.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET

Several factors drive the Town's budget and financial performance. Some of these factors include area employment rates, retail sales, motor vehicle sales, construction activity, population growth, and capital infrastructure needs. Throughout 2025, the Town saw a slowing in the new housing construction leading to a decrease in permit revenue. The Town also saw a slowing in sales tax growth as compared to prior years. The 2026 budget was approved by the Town Council in November 2025. The General Fund, the Town's primary operating fund, had a budgeted use of fund balance of \$6.2 million. Budgeted revenue increased by 8.3% primarily driven by an expected moderate increase in taxes and fees and charges for services. Budgeted expenses increased by 4.7% with the largest expenditure category being personnel expenses.

The Town has set aside significant amounts of reserves in the General Fund to enable it to continue to provide required services in the event of an economic downturn. The Town will continue to conserve resources until its commercial base grows, providing consistent and higher levels of sales, use, and property taxes.

FINANCIAL CONTACT

This financial report is designed to provide users (residents, taxpayers, customers, investors, creditors, and other interested parties) with a general overview of the Town's finances and to demonstrate the Town's accountability and compliance with generally accepted accounting principles. Questions concerning any of the information presented in this report or requests for additional information should be addressed to the Town of Erie, Finance Director, PO Box 750, Erie, CO 80516.

Basic Financial Statements

Town of Erie, Colorado
Statement of Net Position
December 31, 2025

	Primary Government		
	Governmental Activities	Business-Type Activities	Total
Assets			
Pooled Cash and Investments	\$ 124,175,011	\$ 178,730,464	\$ 302,905,475
Restricted Cash and Investments	10,729,292	3,224,780	13,954,072
Receivables	23,783,860	2,546,367	26,330,227
Prepaid Items and Other Assets	370,801	452,868	823,669
Capital Assets Not Being Depreciated			
Land and Water Rights	45,691,993	92,107,460	137,799,453
Construction in Progress	45,774,308	81,363,636	127,137,944
Capital Assets and Right-to-Use Assets Net of Accumulated Depreciation and Amortization	204,567,539	269,498,046	474,065,585
Total assets	455,092,804	627,923,621	1,083,016,425
Deferred outflows of resources			
Deferred Charges on Refundings	80,598	1,861,544	1,942,142
Deferred outflows from pension	2,290,814	—	2,290,814
Total deferred outflows of resources	2,371,412	1,861,544	4,232,956
Liabilities			
Accounts payable	7,033,256	1,581,484	8,614,740
Accrued interest payable	34,734	203,106	237,840
Accrued wages payable	1,287,223	199,959	1,487,182
Other Liabilities	2,404,361	217,044	2,621,405
Unearned revenue	351,393	67,154	418,547
Noncurrent liabilities			
Due within one year	4,317,405	3,827,211	8,144,616
Due in more than one year	13,368,272	41,065,665	54,433,937
Total liabilities	28,796,644	47,161,623	75,958,267
Deferred inflows of resources			
Property Taxes	14,719,278	—	14,719,278
Lease related	2,450,705	—	2,450,705
Deferred inflows from pension	290,104	—	290,104
Total deferred inflows of resources	17,460,087	—	17,460,087
Net Position			
Net investment in capital assets	277,938,893	402,312,962	680,251,855
Restricted			
Capital Projects	73,401,250	—	73,401,250
Parks and Open Space	8,537,763	—	8,537,763
Operations and Maintenance Reserves	—	968,410	968,410
Other Purposes	562,103	—	562,103
Emergencies	2,131,729	—	2,131,729
Unrestricted	48,635,747	179,342,170	227,977,917
Total net position	\$ 411,207,485	\$ 582,623,542	\$ 993,831,027

See accompanying Notes to Financial Statements.

Town of Erie, Colorado
Statement of Activities
Year Ended December 31, 2025

					Net (Expense) Revenue and Changes in Net Position		
Functions/Programs	Expenses	Program Revenues			Primary Government		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-type Activities	Total
Primary Government							
Governmental Activities							
General Government	\$ 24,437,279	\$ 8,438,588	\$ 247,810	\$ —	\$ (15,750,881)		\$ (15,750,881)
Public Safety	11,154,694	181,233	43,820	253,513	(10,676,128)		(10,676,128)
Public Works	15,900,917	3,610,743	2,933,626	6,234,848	(3,121,700)		(3,121,700)
Parks and Recreation	16,248,576	3,691,286	404,410	2,019,537	(10,133,343)		(10,133,343)
Interest on Long-Term Debt	598,955	—	—	—	(598,955)		(598,955)
Total Governmental Activities	68,340,421	15,921,850	3,629,666	8,507,898	(40,281,007)		(40,281,007)
Business-type Activities							
Water	15,922,039	14,900,732	—	15,607,235		14,585,928	14,585,928
Wastewater	8,641,289	7,497,616	—	4,659,451		3,515,778	3,515,778
Storm Drainage	3,046,714	2,267,391	673,295	1,170,848		1,064,820	1,064,820
Airport	601,669	9,879	18,742	—		(573,048)	(573,048)
Total Business-type Activities	28,211,711	24,675,618	692,037	21,437,534		18,593,478	18,593,478
Total Primary Government	96,552,132	40,597,468	4,321,703	29,945,432	(40,281,007)	18,593,478	(21,687,529)
General Revenues							
					13,078,342	—	13,078,342
					30,650,646	—	30,650,646
					1,354,738	—	1,354,738
					436,246	—	436,246
					5,945,357	7,226,525	13,171,882
					2,764,137	485,970	3,250,107
					54,229,466	7,712,495	61,941,961
Transfers							
					(212,989)	212,989	—
					(212,989)	212,989	—
					54,016,477	7,925,484	61,941,961
					13,735,470	26,518,962	40,254,432
Net Position, Beginning of Year					397,472,015	556,104,580	953,576,595
Net Position, End of Year					\$ 411,207,485	\$ 582,623,542	\$ 993,831,027

See accompanying Notes to Financial Statements.

Town of Erie, Colorado
Balance Sheet - Governmental Funds
December 31, 2025

	General Fund	Erie Urban Renewal Authority	Capital Improvements Fund	Non-major Governmental Funds	Total Governmental Funds
Assets					
Pooled Cash and Investments	\$ 23,173,023	\$ —	\$ 26,028,066	\$ 74,972,365	\$ 124,173,454
Restricted Cash and Investments	—	10,729,292	—	—	10,729,292
Receivables	14,990,073	4,612,890	50,779	4,130,118	23,783,860
Due from other funds	3,000,000	—	—	—	3,000,000
Prepaid Items and Other Assets	370,801	—	—	—	370,801
Advances to Other Funds	1,449,633	—	—	—	1,449,633
Total assets	<u>\$ 42,983,530</u>	<u>\$ 15,342,182</u>	<u>\$ 26,078,845</u>	<u>\$ 79,102,483</u>	<u>\$ 163,507,040</u>
Liabilities, deferred inflows of resources, and fund balances					
Liabilities					
Accounts payable	\$ 2,341,272	\$ 1,113,611	\$ 1,182,740	\$ 2,395,633	\$ 7,033,256
Wages payable	1,287,223	—	—	—	1,287,223
Other liabilities	2,404,361	—	—	—	2,404,361
Advance from other funds	—	1,449,633	—	—	1,449,633
Due to other funds	—	—	—	2,700,000	2,700,000
Unearned revenue	304,250	—	—	28,107	332,357
Total liabilities	<u>6,337,106</u>	<u>2,563,244</u>	<u>1,182,740</u>	<u>5,123,740</u>	<u>15,206,830</u>
Deferred inflows of resources					
Property Taxes	7,074,987	4,580,531	—	3,063,760	14,719,278
Lease Related	2,450,705	—	—	—	2,450,705
Accounts Receivable	68,573	—	—	—	68,573
Unavailable Fund Resources - Grants	—	—	—	562,103	562,103
Total deferred inflows of resources	<u>9,594,265</u>	<u>4,580,531</u>	<u>—</u>	<u>3,625,863</u>	<u>17,800,659</u>
Fund Balances					
Nonspendable					
Interfund Advances - Noncurrent	1,449,633	—	—	—	1,449,633
Prepaid Items	370,801	—	—	—	370,801
Restricted for:					
Capital Projects	—	9,648,040	—	64,500,284	74,148,324
Parks and Open Space	—	—	856,132	7,681,631	8,537,763
Emergency Reserves	2,131,729	—	—	—	2,131,729
Committed to:					
Cemetery Operations	—	—	—	550,070	550,070
Capital Projects	—	—	24,039,973	—	24,039,973
Assigned to:					
Purchases on Order	845,170	—	—	—	845,170
Unassigned	22,254,826	(1,449,633)	\$ —	(2,379,105)	18,426,088
Total fund balances	<u>27,052,159</u>	<u>8,198,407</u>	<u>24,896,105</u>	<u>70,352,880</u>	<u>130,499,551</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 42,983,530</u>	<u>\$ 15,342,182</u>	<u>\$ 26,078,845</u>	<u>\$ 79,102,483</u>	<u>\$ 163,507,040</u>

See accompanying Notes to Financial Statements.



Town of Erie, Colorado
Reconciliation of Balance Sheet of Governmental Funds to the Statement of Net Position
December 31, 2025

Total governmental fund balances	\$ 130,499,551
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets utilized in governmental activities are not financial resources and, therefore, are not reported in the fund financial statements.	292,082,756
Certain receivables are not available to pay for current period expenditures and, therefore, are reported as unavailable revenue in the funds.	630,676
Long-term liabilities and related items are not due and payable in the current period and, therefore, are not reported in the fund financial statements.	
Bonds Payable	(11,375,000)
Leases Payable	(63,174)
SBITAs Payable	(984,830)
Unamortized Bond Issuance Premium and Discounts, Net	(153,435)
Unamortized Deferred Refunding Loss	80,598
Accrued Interest Payable	(34,734)
Compensated Absences	(2,537,063)
Other Noncurrent Liabilities	(450,707)
Total Long-term liabilities and related items	(15,518,345)
Deferred outflows of resources related to pensions used in governmental activities are not financial resources and, therefore, are not reported in the funds.	
Change in Investment Earnings	156,453
Changes in Assumptions	394,154
Changes in Experience	1,101,324
Contributions Subsequent to the Measurement Date	559,403
Change in Proportionate Share	79,480
Total Deferred outflows of resources	2,290,814
Deferred inflows of resources related to pensions used in governmental activities are not due and payable in the current year and, therefore, are not reported in the funds.	
Change in Experience	(34,449)
Change in Proportionate Share	(255,655)
Total Deferred inflows of resources	(290,104)
The internal service fund is used by management to charge the capital asset acquisition to individual funds. The assets and liabilities of the internal service fund is included in governmental activities in the statement of net position.	1,512,137
Net position of governmental activities as reported on the Statement of Net Position	\$ 411,207,485
See accompanying Notes to Financial Statements.	



Town of Erie, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Governmental Funds
Year Ended December 31, 2025

	General Fund	Formerly Major Grants Fund	Erie Urban Renewal Authority	Formerly Non-major Capital Improvements Fund	Non-major Governmental Funds	Total Governmental Funds
Revenues						
Taxes	\$ 37,708,234	\$ —	\$ 4,976,669	\$ —	\$ 2,835,069	\$ 45,519,972
Intergovernmental	1,674,909	—	—	—	3,087,472	4,762,381
Licenses and Permits	2,772,715	—	—	—	—	2,772,715
Fees and Charges for Services	12,854,370	—	33,532	—	80,000	12,967,902
Fines and Forfeitures	181,233	—	—	—	—	181,233
Capital Contributions and Fees	—	—	—	—	7,627,829	7,627,829
Investment Earnings	1,332,547	—	467,588	932,950	3,212,272	5,945,357
Miscellaneous	1,042,785	—	—	—	76,038	1,118,823
Total revenues	57,566,793	—	5,477,789	932,950	16,918,680	80,896,212
Expenditures						
Current Operating						
General government	17,472,242	—	3,790,839	—	79,527	21,342,608
Public safety	10,661,602	—	—	—	8,261	10,669,863
Public works	10,199,523	—	—	29,411	—	10,228,934
Parks and recreation	13,027,485	—	—	—	175,085	13,202,570
Capital outlay	893,544	—	3,165,440	10,319,499	15,669,302	30,047,785
Debt Service						
Principal	1,681,168	—	—	—	—	1,681,168
Interest	317,817	—	157,400	—	—	475,217
Total expenditures	54,253,381	—	7,113,679	10,348,910	15,932,175	87,648,145
Excess (deficiency) of revenues over (under) expenditures	3,313,412	—	(1,635,890)	(9,415,960)	986,505	(6,751,933)
Other financing sources						
Transfers in	157,405	—	—	7,312,065	1,876,580	9,346,050
Transfers out	(9,046,385)	—	(287,390)	—	(2,558,660)	(11,892,435)
SBITAs	857,633	—	—	—	—	857,633
Leases	721	—	—	—	—	721
Sale of capital assets	813,538	—	—	—	—	813,538
Insurance recoveries	761,644	—	—	—	—	761,644
Total other financing sources and (uses)	(6,455,444)	—	(287,390)	7,312,065	(682,080)	(112,849)
Net change in fund balances	(3,142,032)	—	(1,923,280)	(2,103,895)	304,425	(6,864,782)
Fund balances - beginning of year, as previously presented	30,194,191	(1,415,532)	10,121,687	—	98,463,987	137,364,333
Changes within Financial Reporting Entity (Major to Nonmajor and Nonmajor to Major)	—	1,415,532	—	27,000,000	(28,415,532)	—
Total Changes within Financial Reporting Entity (Major to Nonmajor and Nonmajor to Major)	—	1,415,532	—	27,000,000	(28,415,532)	—
Fund balances - ending	\$ 27,052,159	\$ —	\$ 8,198,407	\$ 24,896,105	\$ 70,352,880	\$ 130,499,551

See accompanying Notes to Financial Statements.

Town of Erie, Colorado
Reconciliation of Statement of Revenues, Expenditures, and Changes in Fund Balances of
Governmental Funds to the Statement of Activities
Year Ended December 31, 2025

Net change in fund balances - total governmental funds	\$ (6,864,782)
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Amounts reported for governmental activities in the Statement of Activities are different because:

Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation and amortization expense.

Capital Outlays	30,047,785
Depreciation and Amortization Expense	(9,864,984)
Excess of Capital Outlays Over Depreciation	20,182,801

Contributions of capital assets by developers increase net position in the statement of activities but do not appear in the governmental funds because they are not financial resources.	880,069
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Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.	(1,064,142)
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Governmental Funds report principal payments as expenditures. However, in the statement of activities these payments are reflected as a reduction in long-term debt obligations.	1,681,168
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Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in the governmental funds.

Net Book Value of Disposed Assets	1,098
Change in Accrued Compensated Absences	(927,481)
Amortization of Premiums, Discounts, Deferred Refunding Losses, and Bond Insurance Premiums	(8,042)
Pension Expense	(247,174)
Total Expenses Not Requiring Current Resources	(1,181,599)

Governmental Funds report proceeds from borrowings as other financing sources. However, in the statement of net position these proceeds are reflected as debt obligations.	(858,354)
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The Town's internal service fund is used by management to charge costs related to fleet and equipment acquisition to individual funds. The net revenue of the internal service fund is reported in governmental activities.	960,309
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Change in net position of governmental activities as Reported on the Statement of Activities	\$ 13,735,470
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See accompanying Notes to Financial Statements.

Town of Erie, Colorado
Statement of Net Position
Proprietary Funds
December 31, 2025

	Business-type Activities					Governmental Activities
	Water Fund	Wastewater Fund	Storm Drainage Operating Fund	Nonmajor Enterprise Funds	Total Enterprise Funds	Internal Service Fund (1)
Assets						
Current Assets						
Pooled Cash and investments	\$ 136,397,147	\$ 41,881,279	\$ 242,552	\$ 209,486	\$ 178,730,464	\$ 1,557
Restricted Cash and Investments	3,224,780	—	—	—	3,224,780	—
Receivables	1,140,306	901,418	491,866	12,777	2,546,367	—
Prepaid Items	422,705	30,058	—	105	452,868	—
Total current assets	141,184,938	42,812,755	734,418	222,368	184,954,479	1,557
Noncurrent assets						
Capital Assets						
Construction in Progress	69,130,473	3,878,548	8,353,221	1,394	81,363,636	—
Land and Water Rights	91,392,438	59,022	63,705	592,295	92,107,460	—
Buildings, Property, and Equipment	170,884,629	126,490,444	68,225,505	8,542,401	374,142,979	3,235,458
Right-to-Use Lease Assets	978,991	79,535	114,198	—	1,172,724	4,283,800
Accumulated Depreciation and Amortization	(58,884,254)	(29,829,454)	(12,462,873)	(4,641,076)	(105,817,657)	(3,568,174)
Total Capital Assets, Net	273,502,277	100,678,095	64,293,756	4,495,014	442,969,142	3,951,084
Total noncurrent assets	273,502,277	100,678,095	64,293,756	4,495,014	442,969,142	3,951,084
Total assets	414,687,215	143,490,850	65,028,174	4,717,382	627,923,621	3,952,641
Deferred outflows of resources						
Deferred Charges on Refunding	602,546	1,258,998	—	—	1,861,544	—
Total deferred outflows of resources	602,546	1,258,998	—	—	1,861,544	—
Liabilities						
Current liabilities						
Accounts payable	729,911	577,257	220,348	53,968	1,581,484	—
Accrued interest payable	159,895	40,756	2,455	—	203,106	—
Wages payable	106,460	58,625	34,874	—	199,959	—
Other Liabilities	217,044	—	—	—	217,044	—
Due to Other Funds	—	—	—	—	—	300,000
Unearned Revenue	53,424	13,730	—	—	67,154	19,036
Compensated Absences	155,698	94,352	45,398	—	295,448	—
Current Portion of Long-Term Debt:						
Certificates of Participation Payable	899,508	—	—	—	899,508	—
Loans Payable	—	148,289	14,950	—	163,239	—
Bonds Payable	1,502,602	783,067	—	—	2,285,669	—
Leases Payable	152,918	12,216	18,213	—	183,347	661,821
Total current liabilities	3,977,460	1,728,292	336,238	53,968	6,095,958	980,857
Noncurrent liabilities						
Compensated Absences	56,964	31,369	18,660	—	106,993	—
Long-Term Debt, Net of Unamortized Premiums and Discounts:						
Certificates of Participation Payable	17,313,570	—	—	—	17,313,570	—
Loans Payable	—	526,784	148,733	—	675,517	—
Bonds Payable	10,290,397	12,210,566	—	—	22,500,963	—
Leases Payable	394,936	32,143	41,544	—	468,623	1,459,647
Total noncurrent liabilities	28,055,867	12,800,862	208,937	—	41,065,666	1,459,647
Total liabilities	32,033,327	14,529,154	545,175	53,968	47,161,624	2,440,504
Net position						
Net investment in capital assets	246,130,665	87,762,153	63,925,131	4,495,013	402,312,962	1,829,618
Restricted:						
Operations and Maintenance Reserves	—	968,410	—	—	968,410	—
Unrestricted	137,125,770	41,490,131	557,868	168,401	179,342,170	(317,481)
Total net position (deficit)	\$ 383,256,435	\$ 130,220,694	\$ 64,482,999	\$ 4,663,414	\$ 582,623,542	\$ 1,512,137

(1) Fleet and Equipment Acquisition Fund

See accompanying Notes to Financial Statements.

Town of Erie, Colorado
Statement of Revenues, Expenses, and Changes in Fund Net Position
Proprietary Funds
Year Ended December 31, 2025

	Business-type Activities					Governmental Activities
	Water Fund	Wastewater Fund	Storm Drainage Operating Fund	Nonmajor Enterprise Funds	Total Enterprise Funds	Internal Service Fund (I)
Operating revenues						
Charges for services	\$ 14,900,732	\$ 7,497,616	\$ 2,267,391	\$ 9,879	\$ 24,675,618	\$ —
Total operating revenues	14,900,732	7,497,616	2,267,391	9,879	24,675,618	—
Operating expenses						
Personnel Services	2,476,574	1,477,227	863,155	—	4,816,956	—
Operations and Maintenance	6,918,867	3,324,808	672,997	336,353	11,253,025	6,210
Depreciation and Amortization	5,261,445	3,308,871	1,500,821	265,316	10,336,453	1,163,717
Total operating expenses	14,656,886	8,110,906	3,036,973	601,669	26,406,434	1,169,927
Operating income (loss)	243,846	(613,290)	(769,582)	(591,790)	(1,730,816)	(1,169,927)
Nonoperating revenues (expenses)						
Investment Earnings	5,505,955	1,671,517	48,984	69	7,226,525	—
Intergovernmental	—	—	673,295	18,742	692,037	—
Other Nonoperating Income	319,578	15	867	147,010	467,470	6
Interest Expense	(1,265,153)	(530,383)	(9,741)	—	(1,805,277)	(203,621)
Gain (Loss) on Disposition of Capital Assets	—	—	18,500	—	18,500	455
Total nonoperating revenues (expenses)	4,560,380	1,141,149	731,905	165,821	6,599,255	(203,160)
Income (loss) before contributions and transfers	4,804,226	527,859	(37,677)	(425,969)	4,868,439	(1,373,087)
Contributions and Transfers						
Capital Contributions and Grants	15,607,235	4,659,451	1,170,848	—	21,437,534	—
Transfers in	—	—	—	212,989	212,989	2,333,396
Total Contributions and Transfers	15,607,235	4,659,451	1,170,848	212,989	21,650,523	2,333,396
Change in net position	20,411,461	5,187,310	1,133,171	(212,980)	26,518,962	960,309
Total net position - beginning	362,844,974	125,033,384	63,349,828	4,876,394	556,104,580	551,828
Total net position - ending	\$ 383,256,435	\$ 130,220,694	\$ 64,482,999	\$ 4,663,414	\$ 582,623,542	\$ 1,512,137
(I) Fleet and Equipment Acquisition Fund						

See accompanying Notes to Financial Statements.

Town of Erie, Colorado
Statement of Cash Flows
Proprietary Funds
Year Ended December 31, 2025

	Business-type Activities					Governmental Activities
	Water Fund	Wastewater Fund	Storm Drainage Operating Fund	Nonmajor Enterprise Funds	Total Enterprise Funds	Internal Service Fund (I)
Cash flows from operating activities						
Receipts from Customers and Users	\$ 15,334,056	\$ 7,534,788	\$ 2,280,504	\$ 152,346	\$ 25,301,694	\$ —
Payments to suppliers	(7,020,420)	(3,324,319)	(602,561)	(297,260)	(11,244,560)	(6,211)
Payments to employees	(2,370,107)	(1,419,472)	(837,965)	—	(4,627,544)	—
Net cash provided by (used for) operating activities	5,943,529	2,790,997	839,978	(144,914)	9,429,590	(6,211)
Cash flows from non capital financing activities						
Grants Received	9,453	216	837,848	1,325,727	2,173,244	—
Cash Received on Interfund Borrowing	—	—	—	(1,024,331)	(1,024,331)	(904,327)
Transfer from Other Funds	—	—	—	212,989	212,989	2,333,396
Net cash provided by (used for) noncapital financing activities	9,453	216	837,848	514,385	1,361,902	1,429,069
Cash flows from capital and related financing activities						
Acquisition and Construction of Capital Assets	(20,893,654)	(4,046,495)	(4,265,724)	(29,819)	(29,235,692)	(1,403,075)
Capital Assets Accounts Payable and Retainage Payable	(87,840)	344,960	(272,041)	(130,235)	(145,156)	(66,040)
Proceeds from the Sale of Capital Assets	(17,204)	—	18,500	—	1,296	6,260
Principal paid on capital debt	(2,242,269)	(800,841)	(31,370)	—	(3,074,480)	226,139
Interest and fiscal agent fees paid on capital debt	(1,206,942)	(533,249)	(9,961)	—	(1,750,152)	(203,621)
Capital Grants and Contributions	15,607,235	4,659,451	1,170,848	—	21,437,534	—
Net cash provided by (used for) capital and related financing activities	(8,840,674)	(376,174)	(3,389,748)	(160,054)	(12,766,650)	(1,440,337)
Cash flows from investing activities						
Earnings on Investments	5,424,754	1,639,902	52,927	69	7,117,652	\$ —
Net cash provided by (used for) investing activities	5,424,754	1,639,902	52,927	69	7,117,652	—
Net increase (decrease) in cash and cash equivalents	2,537,062	4,054,941	(1,658,995)	209,486	5,142,494	(17,479)
Balances - beginning of the year	137,084,865	37,826,338	1,901,547	—	176,812,750	19,036
Balances - end of the year	\$ 139,621,927	\$ 41,881,279	\$ 242,552	\$ 209,486	\$ 181,955,244	\$ 1,557
Reconciliation of operating income(loss to net cash provided (used) by operating activities:						
Operating income (loss)	\$ 243,846	\$ (613,290)	\$ (769,582)	\$ (591,790)	\$ (1,730,816)	\$ (1,169,927)
Adjustments to reconcile operating income to net cash provided (used) by operating activities:						
Depreciation and Amortization	5,261,445	3,308,871	1,500,821	265,316	10,336,453	1,163,717
Other Income	319,578	15	867	147,010	467,470	6
Net adjustments to reconcile operating income to net cash provided (used) by operating activities	5,581,023	3,308,886	1,501,688	412,326	10,803,923	1,163,723



(continued from above)↑

	Business-type Activities					Governmental Activities
	Water Fund	Wastewater Fund	Storm Drainage Operating Fund	Nonmajor Enterprise Funds	Total Enterprise Funds	Internal Service Fund (I)
Change in assets and liabilities:						
Receivables	155,675	37,157	12,247	(4,543)	200,536	—
Prepaid items	(15,376)	2,181	—	(105)	(13,300)	—
Wages Payable	19,160	6,656	4,601	—	30,417	—
Compensated Absences Payable	87,307	51,099	20,589	—	158,995	—
Other liabilities	(41,929)	—	—	—	(41,929)	—
Accounts payable	(86,177)	(1,692)	70,435	39,198	21,764	(7)
Net change in assets and liabilities	118,660	95,401	107,872	34,550	356,483	(7)
Net cash from operating activities	\$ 5,943,529	\$ 2,790,997	\$ 839,978	\$ (144,914)	\$ 9,429,590	\$ (6,211)
Supplemental Disclosures of Noncash Investing, Capital, and Financing Activities						
Contributed Capital Assets	1,446,148	895,439	1,170,848	—	3,512,435	—
Amortization of Premium	117,110	98,067	—	—	215,177	—
Lease Assets	250,979	—	—	—	250,979	973,748
Lease Liabilities	250,979	—	—	—	250,979	973,748
Total Supplemental Disclosures of Noncash Investing, Capital, and Financing Activities	2,065,216	993,506	1,170,848	—	4,229,570	1,947,496
(I) Fleet and Equipment Acquisition Fund						
Reconciliation of Cash and Cash Equivalents to Statement to Statement of Net Position Cash and Cash Equivalents						
Unrestricted Cash and Cash Equivalents	\$ 136,397,147	\$ 41,881,279	\$ 242,552	\$ 209,486	\$ 178,730,464	\$ 1,557
Restricted Cash and Cash Equivalents	3,224,780	—	—	—	3,224,780	—
Total Cash and Cash Equivalents	\$ 139,621,927	\$ 41,881,279	\$ 242,552	\$ 209,486	\$ 181,955,244	\$ 1,557

See accompanying Notes to Financial Statements.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Town of Erie, Colorado (the Town), incorporated in 1874, is a statutory municipality governed by a council-manager form of government through a mayor and six-member Town Council. The Town provides the following services: police, public works, parks and recreation, community development, administration, finance, human resources, environmental services, utilities, water, wastewater, and storm drainage. The Town also owns the Erie Municipal Airport.

A. Reporting Entity

The accompanying financial statements present the Town (the primary government) and its component units for which the government is financially accountable. The blended component units discussed below are included in the Town's reporting entity because of the significance of their operational or financial relationship to the Town and to ensure that the financial statements are not misleading. The primary government consists of all funds, departments, boards, and agencies that are not legally separate from the Town. The Town considers the Town of Erie Urban Renewal Authority and the Erie Community Civic Fund as component units. Both entities are separate organizations for which the Town is financially accountable.

The Town is financially accountable for an organization if the Town appoints a voting majority of the organization's governing board and (1) the Town is able to significantly influence the programs or services performed or provided by the organizations; or (2) the Town is legally entitled to or can otherwise access the organization's resources; the Town is legally obligated or has otherwise assumed the responsibility to finance the deficits of, or provide financial support to, the organization; or the Town is obligated for the debt of the organization.

A town's component units are presented either as "blended" or "discretely presented." If blended, it is reported as if it were a fund of the Town throughout the year. It is included at both the government-wide and fund financial reporting levels. Component units are considered special revenue governmental funds and are reported on a modified accrual basis.

Brief descriptions of the blended component units as follows:

Town of Erie Urban Renewal Authority (URA)

The URA was created in 2011 by action of the Town Mayor and Town Council, who serve as its Board of Commissioners in addition to four additional external commissioners, under the Colorado Urban Renewal Law. The URA is charged with the creation and implementation of the Town of Erie urban renewal plan pursuant to the Urban Renewal Law. Operations of the URA are funded from tax increment financing as well as General Fund resources, which will be repaid from various funding sources of the URA, including tax increment financing for urban renewal projects within its boundaries. The URA is reported as a special revenue fund. Separate audited financial statements of the URA are not available but are included as a blended fund.

Erie Community Civic Fund (ECCF)

The ECCF is a nonprofit organization established fully for the benefit of the Town, exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code (IRC). The ECCF is used to facilitate certain contributions and grants for support of various Town activities. Separate audited financial statements of the ECCF are not available but are included as a blended fund as the governing body is substantially the same as the governing body of the Town and there is a financial benefit relationship between the Town and the ECCF.

B. Government-Wide and Fund Financial Statements

The government-wide financial statements, consisting of the statement of net position and the statement of activities, report financial information on all the activities of the Town and its component units. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely, to a significant extent, on fees and charges for support.

The statement of net position presents the financial position of the governmental and business-type activities of the Town at year-end.

The statement of activities demonstrates the degree to which direct expenses of given functions or segments are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. The Town does not allocate indirect expenses to functions in the statement of activities. Program revenues include (1) charges to customers who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, and (2) grants and contributions that are restricted to meeting the operating or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds and proprietary funds. The Town does not operate any fiduciary funds. Major individual governmental funds and enterprise funds are reported as separate columns in the fund financial statements.

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the Town considers property tax revenues to be available if they are collected within 60 days of the end of the current fiscal period, and all other revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Expenditures are generally recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, claims, and judgments are recorded only when payment is due.

Property taxes, sales taxes, highway users' taxes, use taxes, franchise fees, other fees, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Expenditure-driven grants are recognized when the qualifying expenditures have been incurred and all other eligibility requirements have been met. All other revenue items are measurable and available only when cash is received by the Town.

The fund financial statements provide information about the Town's funds, including its blended component units. Separate statements for each fund category - governmental and proprietary - are presented. The emphasis of fund financial statements is on major governmental and enterprise funds, each displayed in a separate column. All remaining governmental and enterprise funds are aggregated and reported as nonmajor funds.

The Town reports the following major governmental funds:

General Fund

The General Fund is the Town's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

Capital Improvements Fund

The Capital Improvements Fund accounts for capital projects funded from transfers made from the General Fund reserves.

The Town of Erie Urban Renewal Authority is described above in 1.A.

Proprietary Funds

Proprietary Funds, which include enterprise funds and internal service funds, distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with the proprietary fund's principal ongoing operations. The principal operating revenues of all proprietary funds are charges for services to customers. Operating expenses from proprietary funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

The Town reports the following major enterprise funds:

Water Fund

The Water Fund accounts for the acquisition, treatment, and distribution of the Town's water supply.

Wastewater Fund

The Wastewater Fund accounts for the collection and treatment of gray water in the Town's wastewater system.

Storm Drainage Operating Fund

The Storm Drainage Operating Fund accounts for the charges for services revenue from impact fees which are transferred to cover the proportionate share of capital projects related to growth.

Additionally, the Town utilizes an internal service fund to account for the acquisition of new and replacement vehicles and equipment, primarily for the benefit of its governmental activities.

Amounts reported as program revenues include 1) charges to customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. General revenues include all taxes, interest and investment earnings, and miscellaneous revenues.

Interfund transactions are treated and classified as revenues, expenditures, or expenses (the same as if these same transactions involved external organizations). These include interfund transfers and billings from one fund to another for the purchase of goods or services. In the government-wide statement of activities, interfund transactions are eliminated unless the transfer is between the governmental and business-type activities.

D. Assets, Liabilities, and Fund Equity

1. Deposits and Investments

The Town's cash and cash equivalents are unrestricted cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition. For purposes of the statement of cash flows, the Town's proprietary funds consider cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition to be cash equivalents.

Whenever possible, the Town pools cash to enhance investment opportunities and to facilitate management of cash resources. Investments are made taking into consideration safety, liquidity, and income potential, in that order. The Town makes investments pursuant to its investment policy and relevant state of Colorado statutes.

Investments are reported in accordance with Governmental Accounting Standards Board (GASB) Statement 72, as amended.

2. Receivables and Payables

Activities between funds that represent lending/borrowing arrangements at the end of the fiscal year are referred to as either "due (to)/from other funds" (i.e., the current portion of interfund loans) or "advances to/(from) other funds" (i.e., the noncurrent portion of interfund loans). All other outstanding balances between funds are reported as "due (to)/from other funds." Any residual balances outstanding between governmental activities and business-type activities are reported in the government-wide financial statements as internal balances.

By December 15 of each year, property taxes for the Town are levied by the Council and certified to Boulder County and Weld County for collection in the subsequent year. These taxes attach as an enforceable lien on property as of January 1 of the succeeding year and are payable in full by April 30 or in two installments by June 15 in the year of collection. The taxes are collected by the Boulder County and Weld County Treasurers on behalf of the Town. A 1% collection fee is retained by the Counties as compensation for collecting the taxes.

Property taxes levied in the General Fund, the Trails and Natural Areas Fund, and the URA are included in receivables and deferred inflows at December 31, 2025. These taxes are classified as deferred inflows since they are not normally available to the Town until the middle of the following year and are budgeted for in the year in which they are collected.

Lease receivables result when the Town leases certain assets, primarily agricultural land and cellular antenna sites, to various third parties. Lease receivables are recognized at the commencement of the lease term, along with a deferred inflow of resources, with certain exceptions for short-term leases and leases that transfer ownership of the underlying asset and are measured at the present value of the lease payments expected to be received during the lease term. See Note 3.B for more information.

3. Prepaid Items

Certain payments to vendors and other third parties reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements. Expenditures/expenses are recorded when the service underlying the prepaid item is provided (consumption method).

4. Restricted Assets

Certain proceeds from the issuance of bonds, as well as certain resources set aside for their repayment, are classified as restricted assets because their use is limited by applicable bond covenants. In addition, unexpended property tax receipts of the Town's urban renewal authority are classified as restricted assets because their use is restricted for various urban renewal activities.

5. Capital and Right-to-Use Assets

Capital assets, which include property, plant, equipment, and all infrastructure assets (e.g., roads, bridges, sidewalks, and similar items) acquired since 1997, are reported in the applicable governmental or business-type activities column in the governmentwide financial statements and the proprietary funds in the fund financial statements. Capital assets are defined by the Town as assets with an initial, individual cost of more than \$10,000 and an estimated useful life in excess of three years. Such assets are recorded at acquisition cost or estimated acquisition cost, if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

Right-to-use assets under lease arrangements are measured at the amount of the initial measurement of the lease liability, plus any payments made to the lessor at or before the commencement of the lease term and certain direct costs. The related amortization is included with depreciation expense in the accompanying financial statements.

The right to use Subscription-Based Information Technology Arrangement (SBITA) assets are initially measured at an amount equal to the present value of the SBITA liability plus any SBITA payments made at the start of the SBITA term, if applicable, plus capitalizable initial implementation costs at the start of the SBITA term, less any incentives received from the SBITA vendor at the start of the SBITA term. The right to use SBITA assets are amortized on a straight-line basis over the SBITA term.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

Capital assets of the Town are depreciated, and right-to-use assets are amortized, using the straight- line method with estimated useful lives as follows:

Buildings and Improvements	5 to 50 Years
Improvements Other Than Buildings	5 to 50 Years
Machinery and Equipment	3 to 10 Years
Vehicles	3 to 5 Years
Right-to-Use Assets	Varies*

*The shorter of the lease term or useful life of the underlying asset

6. Accrued Liabilities for Compensated Absences

The liability for compensated absences reported in the government-wide and proprietary fund statements consists of leave that has not been used that is attributable to services already rendered, accumulates and is more likely than not to be used for time off or otherwise paid in cash or settled through noncash means. The liability also includes amounts for leave that have been used for time off but has not yet been paid in cash or settled through noncash means and certain other types of leave.

7. Long-Term Obligations

Long-term debt and other long-term obligations are reported as liabilities in the government-wide and proprietary financial statements. Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method, which approximates the effective-interest method, over the term of the debt. Long-term debt payable is reported net of the applicable unamortized premiums or discounts. Debt issuance costs are reported as an outflow of resources.

In the fund financial statements for governmental fund-types, the par amount of debt issued, and premiums received are reported as other financing sources. Bond discounts are reported as other financing uses. Issuance costs, even if withheld from the debt proceeds received, are reported as debt service expenditures.

8. Deferred Outflows and Inflows of Resources

In addition to assets and liabilities, the statement of financial position will sometimes report separate sections for deferred outflows of resources and deferred inflows of resources. A deferred outflow of resources is a consumption of net assets by the Town that is applicable to a future reporting period, and a deferred inflow of resources is an acquisition of net assets by the Town that is applicable to a future reporting period. Both deferred outflows and inflows are reported in the statement of net position but are not recognized in the financial statements as revenues and expenses until the period(s) to which they relate.

The Town has certain items that relate to its pension plan that qualify for reporting as a deferred outflow of resources. See Note 3.F for more information. In addition, a deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.

Deferred inflows of resources for the Town consist of property taxes receivable, reimbursement-based grants, and leases as applicable in the government-wide and fund financial statements. Property tax revenue is considered a deferred inflow of resources in the year the taxes are levied and measurable and are recognized as an inflow of resources in the period they are collected. Reimbursement based grant revenue is considered a deferred inflow of resources in the year the Town has incurred qualified expenses/expenditures under the grant and is recognized as an inflow of resources in the period they are collected. Deferred inflows of resources related to leases is measured at the value of the lease receivable plus any payments received at or before the commencement of the lease term that relate to future periods. Interest revenue on the lease receivable and revenue from the deferred inflows of resources is recognized in a systematic and rational manner over the term of the lease.

The Town also reports as deferred inflows of resources certain items related to its pension plan. See Note 3.F for more information.

9. Pensions

For purposes of measuring the net pension liability (asset), deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Statewide Defined Benefit Plan (SWDB), administered by the Fire & Police Pension Association of Colorado (FPPA), and additions to/deductions from the SWDB's fiduciary net position have been determined on the same basis as they are reported by the FPPA. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

10. Fund Balances and Net Position

Fund balances of governmental funds are reported in various categories, based primarily on the extent to which the Town is bound to observe constraints imposed upon the use of the resources for specific purposes.

Nonspendable Fund Balance - This category includes amounts that cannot be spent because they are not in spendable form or are legally or contractually required to be maintained intact. The "not in spendable form" criterion includes prepaid items and the long-term amount of interfund loans.

Restricted Fund Balances - These amounts are subject to externally enforceable legal restrictions. Such restrictions are typically imposed by parties such as creditors, grantors, contributors, other governments, or enabling legislation.

Committed Fund Balance - This includes amounts that can be used only for the specific purposes imposed by formal action through ordinance of the Town Council and remains binding unless removed in the same manner.

Assigned Fund Balance - This classification is intended to be used by the Town for specific purposes but do not meet the criteria to be classified as restricted or committed. In governmental funds other than the General Fund, assigned fund balance represents the remaining amount that is not restricted or committed. In the General Fund assigned amounts represent intended uses established by the Town Council, as it does when appropriating fund balance to cover a gap between estimated revenue and appropriations in the subsequent year's appropriated budget.

Unassigned Fund Balance - This is the residual classification for the General Fund and includes all spendable amounts not contained in the other classifications. In other governmental funds, the unassigned classification is used only to report a deficit balance resulting from overspending for specific purposes for which amounts had been restricted, committed, or assigned.

Generally, the Town would first apply restricted, then committed, and then assigned resources prior to unassigned resources when an expenditure is incurred for purposes for which more than one of the classifications of fund balance is available.

Minimum Fund Balances

The Town has established minimum unrestricted fund balances for certain of its funds. For the General Fund, the minimum fund balance is 25% of annual budgeted operating expenditures. Proprietary funds are to maintain a minimum unrestricted net position of 25% of annual operating and maintenance expenses plus 2% of capital assets.

The General Fund unassigned fund balance is transferred into the Capital Improvement Fund to support capital infrastructure projects.

All minimum fund balance policy requirements were met as of December 31, 2025.

Net position is classified in the following categories:

Net Investment in Capital Assets - This category represents the Town's capital assets net of accumulated depreciation, plus capital related deferred outflows of resources, reduced by the outstanding principal balances of debt attributable to the acquisition, construction, or improvement of those assets.

Restricted Net Position - This category represents resources with legal or contractual obligations to spend in accordance with restrictions imposed by external third parties.

Unrestricted Net Position - This category includes all net position not invested in capital assets or restricted.

11. Use of Estimates

The preparation of the financial statements, in conformity with accounting principles generally accepted in the United States, requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Actual results may differ from those estimates.

NOTE 2 STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

A. Budgetary Information

The Town adopts annual budgets on a basis consistent with generally accepted accounting principles (GAAP) for all governmental funds. The budgets for proprietary funds are adopted on a non-GAAP modified accrual budgetary basis. All annual appropriations lapse at fiscal year-end. The Town does not adopt a budget for the Erie Community Civic Fund.

On or before October 15 of each year, the Town Manager submits to the Town Council a proposed operating budget for the fiscal year commencing on the following January 1. Study sessions and public hearings are conducted during Council meetings to obtain input from elected officials, residents, and other interested parties. By December 15, the final budget is adopted.

The appropriated budget is adopted by fund. The budget is prepared by fund, department, and division. Managers can make transfers between line items within their departments, and the Town Manager and/or Finance Director can make transfers between departments without Council approval. Any changes between funds require Council approval. The Council made supplemental appropriations during the year, which are reflected in the final budget columns of the financial statements and schedules.

B. Deficit Fund Equity

At December 31, 2025, the Grants Fund had a deficit fund balance of \$2,379,105 due to the timing of receipt of grant funds. The Grants Fund will utilize its future grant revenue and other designated sources to address its deficit fund balance.

NOTE 3 DETAILED NOTES ON ALL FUNDS

A. Deposits and Investments

Cash and investments are reported in the financial statements as follows:

Pooled Cash and Investments	\$302,905,475
Restricted Cash and Investments	13,954,072
Total	\$316,859,547

Cash and investments consist of the following:

Bank Checking Accounts	\$12,150,417
Investments	304,706,430
Cash on Hand	2,700
Total	\$316,859,547

As of December 31, 2025, the carrying amount of the Town's deposits was \$12,150,417.

Custodial Credit Risk

For deposits, custodial credit risk is the risk that in the event of a bank failure, the government's deposits may not be returned to it. Town bank accounts at year-end were entirely covered by federal depository insurance or by eligible collateral maintained by another financial institution or held by the Town's custodial banks in its name under provisions of the Colorado Public Deposit Protection Act (CPDPA). The CPDPA requires financial institutions to pledge collateral having a market value of at least 102% of the aggregate public deposits not insured by federal depository insurance.

As of December 31, 2025, the Town had the following investments:

Investment Type	Rating		Carrying Value	Investment Maturities		% of
	Moody's	S&P		Less than 1 Year	1 to 5 Years	
U.S. Treasury Notes	Aa1	AA+	\$ 56,640,090	\$17,057,418	\$ 39,582,672	18.59%
Agency	Aa1	AA+	15,953,528	10,873,571	5,079,957	5.24
U.S. Corporate Notes	Aaa	AA+	4,761,120	1,235,995	3,525,125	1.56
Commercial Paper	P-1	A-1+	980,465	980,465	-	0.32
BlackRock Liquidity Funds - FedFund Series	Aaa-mf	AAAm	36,923,757	36,923,757	-	12.12
COLOTRUST PLUS+	n/a	AAAm	102,156,854	102,156,854	-	33.53
CSIP Liquid Portfolio	n/a	AAAm	85,485,144	85,485,144	-	28.05
UMB Money Market	Aaa-mf	AAAm	1,805,472	1,805,472	-	.59
Total Fair Value			\$ 304,706,430	\$ 256,518,676	\$ 48,187,754	100.00 %

It is the policy of the Town to invest its funds in a manner that will provide for the highest investment return consistent with the preservation of principal and provision of the liquidity necessary for daily cash flow demands. The Town's investment policy applies to all investment activities of the Town, under the control of the finance director. The Town Municipal Code, Section 2-1-4, authorizes the investments that the Town can hold. Investments of the Town may include obligations of the United States of America or its agencies thereof, certificates of deposit, bankers' acceptances, commercial paper, investment-grade obligations of state and local governments, repurchase agreements collateralized by any of the foregoing securities, money market mutual funds, local government investment pools, corporate securities, and supranational securities.

Interest Rate Risk

As a means of limiting its exposure to fair value losses arising from rising interest rates, the Town's investment policy limits the Town's investment portfolio to maturities of less than five years and a weighted average maturity of less than three years. Additionally, the Town structures its investment portfolio so that investments mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.

Credit Risk

Credit quality risk is the risk that the issuer or other counterparty to a debt security will not fulfill its obligations to the Town. The Town's investment policy limits investments to certain types of investments and diversifies the investment portfolio so the impact of potential losses from any one type of investment will be minimized.

Concentration of Credit Risk

Concentration of credit risk is the risk of loss attributed to the magnitude of the Town's investment in a single issuer. Pursuant to its investment policy, the Town has established various limits for issuers for each of the types of securities in which it is permitted to invest.

Custodial Credit Risk

For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the Town will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The Town's investment policy addresses this risk by requiring the pre-qualifying of financial institutions, broker/dealers, intermediaries, and advisers with which the Town does business to ensure that such risk is minimized.

Local Government Investment Pools

As shown in the table on the previous page, the Town had investments in the Colorado Government Liquid Asset Trust (COLOTRUST) and the Colorado Statewide Investment Program (CSIP) at year-end. COLOTRUST and CSIP are investment vehicles established for local government entities in Colorado to pool surplus funds. These funds were established under the authority of, and in conformity with, Part 7 of Article 75 of Title 24 of the Colorado Revised Statutes. The state of Colorado regulates these funds.

These funds operate similarly to money market funds and each share is valued at \$1.00. Fund investments include U.S. Treasury bills, notes, note strips, repurchase agreements collateralized by U.S. Treasury securities and commercial paper. Designated custodial banks provide safekeeping and depository services to these funds in connection with the funds' direct investment and withdrawal functions. The custodians' internal records identify investments owned by the funds.

Fair Value of Investments

The Town categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value measurements must maximize the use of observable inputs and minimize the use of unobservable inputs.

There is a hierarchy of three levels of inputs that may be used to measure fair value, as follows:

Level 1 - Quoted prices (unadjusted) in active markets for an identical asset or liability that a government can access at the measurement date.

Level 2 - Inputs other than quoted prices included within Level 1 that are observable for an asset or liability, either directly or indirectly. Level 2 inputs include quoted prices for similar assets or liabilities, quoted prices for identical or similar assets or liabilities in markets that are not active, or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3 - Unobservable inputs for an asset or liability.

The Town's investment in COLOTRUST PLUS+ is measured at net asset value, equal to \$1.00 per share. There are no unfunded commitments, the redemption frequency is daily, and there is no redemption notice period. BlackRock Liquidity Funds - FedFund Series, CSIP Liquid Portfolio and the Wells Fargo Treasury Money Market Fund are valued at amortized cost. All other Town investments are valued using Level 2 inputs.

B. Accounts Receivable and Leases Receivable

Receivables as of year-end for the Town's individual major funds and nonmajor funds, in the aggregate, are as follows:

	General	Capital Improvement	Erie Urban Renewal Authority	Nonmajor Governmental	Total Governmental
Governmental:					
Property Taxes	\$ 7,074,987	\$-	\$-	\$ 3,063,760	\$ 10,138,747
Sales Taxes	4,428,660	-	-	-	4,428,660
Other Taxes	111,202	-	-	-	111,202
Customers	24,711	-	-	-	24,711
Intergovernmental	-	-	4,580,531	876,581	5,457,112
Interest	112,246	50,779	32,359	189,777	385,161
Leases	2,520,948	-	-	-	2,520,948
Other	717,319	-	-	-	717,319
Total Receivables	\$ 14,990,073	\$ 50,779	\$ 4,612,890	\$ 4,130,118	\$ 23,783,860
	Water	Wastewater	Storm Drainage	Airport	Total Business-Type
Business-Type:					
Customers	\$ 760,416	\$ 797,425	\$ 245,783	\$-	\$1,803,624
Intergovernmental	40,795	-	246,083	-	286,878
Interest	339,095	103,993	-	-	443,088
Other	-	-	-	12,777	12,777
Total Receivables	\$ 1,140,306	\$ 901,418	\$ 491,866	\$ 12,777	\$ 2,546,367

The Town leases certain assets, primarily agricultural land and cellular antenna site leases, to various third parties, expiring in 2026-2051. Payments are generally fixed monthly or annually with certain variable payments not included in the measurement of the lease receivable. The Town recognizes a lease receivable and a deferred inflow of resources in the financial statements.

At the commencement of a lease, the Town measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

The lease receivable as of December 31, 2025, is \$2,520,948. The Town recorded deferred inflows of resources for lease revenue related to leasing arrangements that occurred during the year. As of December 31, 2025, the Town recorded deferred inflows of resources of \$2,450,705.

During the year ended December 31, 2025, the Town recognized lease revenue related to its leases of \$172,956 and interest income related to its leases of \$78,032. The principal and interest on lease receivables is as follows:

Year Ending December 31,	Governmental Activities	
	Principal	Interest
2026	\$ 111,520	\$ 75,113
2027	110,030	71,735
2028	115,859	68,401
2029	124,206	64,891
2030	92,815	61,628
2031 - 2035	565,102	263,033
2036 - 2040	748,426	165,034
2041 - 2045	491,312	61,167
2046 - 2050	132,702	16,525
2051	28,976	869
Total	\$ 2,520,948	\$848,396

C. Capital and Right-to-Use Assets

Capital and Right-to-Use Lease and SBITA asset activity for Governmental Activities for the year ended December 31, 2025, was as follows:

Governmental Activities:	Beginning Balance	Increases	Decreases and Transfers	Ending Balance
Capital Assets, Not Being Depreciated:				
Construction in Progress	\$ 26,173,436	\$ 27,364,370	\$ (7,763,498)	\$ 45,774,308
Land and Open Space	44,253,110	1,438,883	-	45,691,993
Total Capital Assets, Not Being Depreciated	<u>70,426,546</u>	<u>28,803,253</u>	<u>(7,763,498)</u>	<u>91,466,301</u>
Capital Assets, Being Depreciated:				
Buildings	42,797,684	280,224	-	43,077,908
Streets and Other Infrastructure	176,043,924	6,389,835	-	182,433,759
Parks and Trails	47,501,258	2,064,337	-	49,565,595
Furniture and Equipment	6,583,677	728,533	(169,818)	7,142,392
Vehicles	2,150,900	-	(158,291)	1,992,609
Total Capital Assets, Being Depreciated	<u>275,077,443</u>	<u>9,462,929</u>	<u>(328,109)</u>	<u>284,212,262</u>
Less: Accumulated Depreciation for:				
Buildings	(13,074,642)	(1,271,609)	-	(14,346,251)
Streets and Other Infrastructure	(37,820,632)	(5,248,786)	-	(43,069,418)
Parks and Trails	(17,679,682)	(2,320,821)	-	(20,000,503)
Furniture and Equipment	(3,811,684)	(599,913)	169,818	(4,241,779)
Vehicles	(1,373,538)	(157,466)	151,357	(1,379,647)
Total Accumulated Depreciation	<u>(73,760,178)</u>	<u>(9,598,595)</u>	<u>321,175</u>	<u>(83,037,598)</u>
Total Capital Assets, Being Depreciated, Net	<u>201,317,265</u>	<u>(135,666)</u>	<u>(6,934)</u>	<u>201,174,665</u>
Governmental Activities Capital Assets, Net	<u>271,743,811</u>	<u>28,667,587</u>	<u>(7,770,432)</u>	<u>292,640,966</u>
Right-to-Use Lease and SBITA Assets:				
Vehicles	3,349,097	978,790	(44,086)	4,283,801
Equipment	150,743	721	-	151,464
SBITAs	1,484,914	892,823	(18,293)	2,359,444
Total Right-to-Use Lease and SBITA Assets	<u>4,984,754</u>	<u>1,872,334</u>	<u>(62,379)</u>	<u>6,794,709</u>
Less: Accumulated Amortization for:				
Vehicles	(1,504,272)	(795,597)	1,130	(2,298,739)
Equipment	(57,165)	(32,700)	1,095	(88,770)
SBITAs	(430,809)	(601,809)	18,292	(1,014,326)
Total Accumulated Amortization	<u>(1,992,246)</u>	<u>(1,430,106)</u>	<u>20,517</u>	<u>(3,401,835)</u>

Governmental Activities:	Beginning Balance	Increases	Decreases and Transfers	Ending Balance
Total Right-to-Use Lease and SBITA Assets, Net	<u>2,992,508</u>	<u>442,228</u>	<u>(41,862)</u>	<u>3,392,874</u>
Governmental Activities Capital and Right-to-Use Lease and SBITA Assets, Net	<u>\$ 274,736,319</u>	<u>\$ 29,109,815</u>	<u>\$ (7,812,294)</u>	<u>\$ 296,033,840</u>

Capital and Right-to-Use Lease and SBITA asset activity for Business-Type Activities for the year ended December 31, 2025, was as follows:

Business-Type Activities:	Beginning Balance	Increases	Decreases	Ending Balance
Capital Assets, Not Being Depreciated:				
Construction in Progress	\$ 66,792,960	\$ 22,285,936	\$ (7,715,260)	\$ 81,363,636
Land and Reservoirs	6,562,209	1,132,454	-	7,694,663
Water Rights	84,412,797	-	-	84,412,797
Total Capital Assets, Not Being Depreciated	<u>157,767,966</u>	<u>23,418,390</u>	<u>(7,715,260)</u>	<u>173,471,096</u>
Capital Assets, Being Depreciated:				
Buildings	12,692,267	34,522	-	12,726,789
Improvements Other Than Buildings	342,487,146	11,143,249	-	353,630,395
Machinery and Equipment	5,656,081	2,156,499	(26,785)	7,785,795
Total Capital Assets, Being Depreciated	<u>360,835,494</u>	<u>13,334,270</u>	<u>(26,785)</u>	<u>374,142,979</u>
Less: Accumulated Depreciation for:				
Buildings	(558,837)	(329,212)	-	(888,049)
Improvements Other Than Buildings	(92,376,690)	(9,128,540)	-	(101,505,230)
Machinery and Equipment	(2,177,817)	(678,136)	26,784	(2,829,169)
Total Accumulated Depreciation	<u>(95,113,344)</u>	<u>(10,135,888)</u>	<u>26,784</u>	<u>(105,222,448)</u>
Total Capital Assets, Being Depreciated, Net	<u>265,722,150</u>	<u>3,198,382</u>	<u>(1)</u>	<u>268,920,531</u>
Business-Type Activities Capital Assets, Net	<u>423,490,116</u>	<u>26,616,772</u>	<u>(7,715,261)</u>	<u>442,391,627</u>
Right-to-Use Assets:				
Vehicles	974,433	251,019	(52,728)	1,172,724
Total Right-to-Use Assets	<u>974,433</u>	<u>251,019</u>	<u>(52,728)</u>	<u>1,172,724</u>
Less: Accumulated Amortization for:				
Vehicles	(411,847)	(200,565)	17,204	(595,208)
Total Accumulated Amortization	<u>(411,847)</u>	<u>(200,565)</u>	<u>17,204</u>	<u>(595,208)</u>
Total Right-to-Use Assets, Net	<u>562,586</u>	<u>50,454</u>	<u>(35,524)</u>	<u>577,516</u>
Business Type Activities Capital and Right-to-Use Assets, Net	<u>\$ 424,052,702</u>	<u>\$ 26,667,226</u>	<u>\$ (7,750,785)</u>	<u>\$ 442,969,143</u>

Depreciation and amortization expense charged to functions/programs of the primary government are as follows:

Governmental Activities:

General Government	\$958,222
Public Safety	620,103
Public Works	5,990,841
Parks and Recreation	3,459,535
Total Depreciation and Amortization Expense - Governmental Activities	\$11,028,701

Business-Type Activities:

Water	\$5,261,445
Wastewater	3,308,871
Storm Drainage	1,500,821
Airport	265,316
Total Depreciation and Amortization Expense - Business Type Activities	\$10,336,453

D. Interfund Receivables, Payables, and Transfers

The composition of interfund balances as of December 31, 2025, is as follows:

Due to/from Other Funds:

Receivable Fund	Payable Fund	Amount
General Fund	Internal Service Fund	\$300,000
General Fund	Governmental Grants Fund	2,700,000
Total		\$3,000,000

The outstanding balances between funds result mainly from the time lag between the dates that (1) interfund goods and services are provided or reimbursable expenditures occur, (2) transactions are recorded in the accounting system, and (3) payments between funds are made. The general fund expects to collect these amounts in the subsequent year.

Advances From/To Other Funds:

Receivable Fund	Payable Fund	Amount
General Fund	Urban Renewal Authority	\$1,449,633

The amounts payable to the General Fund from the Urban Renewal Authority related to advances to the URA to pay for purchases of certain properties and for operating expenditures of the URA. This advance is responsible for the negative unassigned fund balance in the URA fund. Repayment of the remaining advance is anticipated primarily pursuant to the development agreement for the development of the Nine Mile property at the corner of Highway 287 and Arapahoe Road. The exact timing, amount, and/or mechanism of repayment remains subject to terms and conditions as specified in the development agreement. As the advance is repaid, the unassigned fund balance in the URA will be replenished.

Interfund transfers for the year ended December 31, 2025 consisted of the following:

	Transfer To:				
	General Fund	Capital Improvement Fund	Nonmajor Governmental Funds	Nonmajor Proprietary Funds	Total
Transfer From:					
General Fund	\$-	\$6,500,000	\$-	\$2,546,385	\$ 9,046,385
Urban Renewal Authority	22,070		265,320		287,390
Nonmajor Governmental Funds	135,335	812,065	1,611,260		2,558,660
Total	\$ 157,405	\$7,312,065	\$ 1,876,580	\$2,545,385	\$ 11,892,435

As part of the budget process, the Town Council appropriates transfers between funds to allocate the Town's resources to support various programs across the Town. The \$6,500,000 transfer from the General Fund to the Capital Improvements Fund is a continued policy to transfer excess general funds to support capital projects in this separate fund. The transfers from the Grants Fund to a number of other funds was related to grant funding received to support operations and capital projects normally occurring in those funds. The transfers to the Airport Fund were required to pay for the operational costs of the Erie Municipal Airport and maintain the Airport Fund's legally required level of unrestricted fund balance. The URA transferred funds to the General Fund and Transportation Impact Fund for a specific capital project. The \$2,333,396 transfer from the General Fund to the Internal Service Fund was to fund replacements and additions of vehicles and equipment.

E. Long-Term Debt

1. General Obligation Bonds

The Town issues general obligation bonds to provide funds for the acquisition and construction of major capital facilities. General obligation bonds have only been issued for governmental activities. General obligation bonds are direct obligations and pledge the full faith and credit of the government. They are payable from real property taxes. These bonds are issued as serial bonds with varying amounts of principal maturing each year. The Town also issues bonds where the government pledges income derived from the acquired or constructed assets to pay debt service. The Town can also use other resources to pay debt service.

Long-term debt outstanding for general obligation bonds at December 31, 2025, was as follows:

Year	Description	Coupon Interest Rate (%)	Effective Interest Rate (%)	Final Maturity Date	Issued	Outstanding
2013	General Obligation Refunding Bonds	2.00 - 4.00	2.14	2026	\$ 8,460,000	\$ 1,240,000
2014	General Obligation Bonds	3.25-3.75	3.24	2033	6,200,000	6,200,000
	Total General Obligation Bonds					\$ 7,440,000

2. Notes from Direct Borrowings and Direct Placements Revenue Bonds and Loans

Revenue Bonds and Loans

The Town also issues bonds where the government pledges income derived from the acquired or constructed assets to pay debt service. The Town also can use other resources to pay debt service. There are no unused lines of credit. For the year ended December 31, 2025, the net revenue available for service of this debt was \$31,980,044. The debt principal and interest paid in 2025 equals \$3,194,828 (10.0% of available pledged revenues).

Revenue bonds and loans outstanding at year-end were as follows:

Year Issued	Description	Coupon Interest Rate (%)	Effective Interest Rate (%)	Final Maturity Date	Issued	Outstanding
1995	Storm Drainage Revenue Loan	2.00	2.00	2035	\$ 498,512	\$ 163,683
2009	Wastewater Revenue Loan	2.00	N/A	2030	1,534,700	225,073
2009	Wastewater Revenue Loan	0.00	0.00	2030	2,000,000	450,000
2015	Water Revenue Refunding Bonds	2.00 - 5.00	3.17	2032	12,335,000	8,395,000
2016	Wastewater Revenue Refunding Bonds	2.00 - 5.00	2.91	2037	16,670,000	11,825,000
2017	Water Revenue Refunding Bonds	3.24	3.12	2032	4,575,000	2,965,000
2021	Urban Renewal Authority Revenue Bonds	4.00	4.00	2038	4,100,000	3,935,000
	Total Revenue Bonds and Loans					\$ 27,958,756

Certificates of Participation

The Town formed the Erie Finance Corporation (EFC) to issue certificates of participation (COPs) for the acquisition and construction of major capital additions and improvements. The COPs are secured by the underlying capital assets. Debt service payments are made from rents collected by EFC based upon annually renewable lease agreements between the Town and EFC. Payments are subject to annual appropriation and do not constitute a general obligation or other indebtedness or multiple fiscal year financial obligation of the Town within the meaning of any constitutional or statutory debt limitation.

The Town entered into its first COPs transaction in 2005. COPs in the amount of \$32,030,000 were issued to purchase Colorado-Big Thompson water shares. The 2005 COPs were retired in 2010, when the 2010 COPs were issued. The 2010 COPs carried a fixed rate of 2.70% through October 1, 2017, and carried a variable rate after that date. In 2014 the COPs were remarketed, resulting in the issuance of new certificates with maturities extending through 2040 and carrying a fixed rate. The effective interest rate of the new certificates was 3.76%. There are no collateralized assets. COPs outstanding at year-end are as follows:

Year	Description	Coupon Interest Rate (%)	Effective Interest Rate (%)	Final Maturity Date	Issued	Outstanding
2014	Water Certificates of Participation	2.00 - 5.00	3.76	2040	\$ 25,105,000	\$ 17,400,000
	Total Certificates of Participation					\$ 17,400,000

Annual debt service requirements to maturity for general obligation bonds and direct borrowings and direct placements are as follows:

Year Ending December 31,	Governmental Activities				Business-Type Activities			
	General Obligation Bonds		Revenue Bonds of Urban Renewal Authority		Revenue Bonds and Loans from Direct Borrowings and Direct Placements		Certificates of Participation from Direct Borrowings and Direct Placements	
	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest
2026	\$1,240,000	\$252,813	\$45,000	\$157,400	\$2,288,239	\$906,601	\$845,000	\$749,875
2027	800,000	215,613	145,000	155,600	2,384,508	805,857	890,000	707,625
2028	825,000	189,613	215,000	149,800	2,490,803	700,514	930,000	663,125
2029	855,000	162,800	225,000	141,200	2,537,125	601,809	980,000	616,625
2030	880,000	135,013	255,000	132,200	2,737,197	513,641	1,010,000	583,550
2031 - 2035	2,840,000	213,150	1,570,000	493,200	9,100,883	1,197,283	5,680,000	2,301,500
2036 - 2040	-	-	1,480,000	129,800	2,485,000	112,350	7,065,000	912,650
Total	\$ 7,440,000	\$ 1,169,002	\$ 3,935,000	\$ 1,359,200	\$ 24,023,755	\$ 4,838,055	\$ 17,400,000	\$ 6,534,950

3. Other Long-Term Debt

Lease Liability

The Town leases certain assets from various third parties. The Town recognizes a lease liability and an intangible right-to-use lease asset in the financial statements. At the commencement of a lease, the Town initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of the lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over the shorter of its useful life or the lease term.

The assets leased include vehicles, copiers, printers, and a mail machine. Payments are fixed monthly. Lease assets are reported with other capital assets on the statement of net position. Lease asset activity of the Town is included in Note 3.C.

The Town monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability. As of December 31, 2025, the Town had an outstanding liability for all its leases of \$2,836,612.

Principal and interest lease payments to maturity are as follows:

Year Ending December 31,	Governmental Activities		Business-Type Activities	
	Principal	Interest	Principal	Interest
2026	\$ 690,802	\$ 180,803	\$ 183,347	\$ 53,142
2027	654,794	116,132	162,189	37,021
2028	386,247	64,932	111,526	25,292
2029	311,987	27,503	157,361	11,719
2030	140,812	6,811	37,547	1,531
Total	\$2,184,642	\$ 396,181	\$ 651,970	\$ 128,705

SBITA Liability

The Town has entered into agreements for various SBITA arrangements. The SBITA arrangements expire at various dates through 2030 and provide for renewal options.

As of December 31, 2025, SBITA assets and the related accumulated amortization totaled \$2,359,444 and \$1,014,326, respectively.

The future subscription payments under SBITA agreements are as follows:

Year Ending December 31,	Governmental Activities		
	Principal	Interest	Total
2026	\$ 400,105	\$ 29,431	\$ 429,536
2027	291,525	16,136	307,661
2028	154,974	7,268	162,242
2029	128,843	3,425	132,268
2030	9,383	205	9,588
Total	\$ 984,830	\$ 56,465	\$ 1,041,295

Other Liability

The other long-term liability of \$450,707 represents a reimbursement that was due in 2024 related to infrastructure constructed by a developer. Due to project delays, the project is ongoing and reimbursement is expected to be paid upon completion in 2026.

4. Changes in Long-Term Liabilities

Long-term liability activity for the year ended December 31, 2025 was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance	Due within One Year
Governmental Activities:					
Bonds and Other Debt Payable:					
General Obligation Bonds	\$ 8,640,000	\$-	\$ (1,200,000)	\$ 7,440,000	\$ 1,240,000
Revenue Bonds	3,935,000	-	-	3,935,000	45,000
Deferred Premiums and Discounts	254,385	-	(100,950)	153,435	93,202
SBITA Liability	578,533	857,633	(451,336)	984,830	400,105
Lease Liability	1,987,614	955,941	(764,311)	2,184,642	690,802
Total Bonds and Other Debt Payable	15,395,532	1,813,574	(2,516,597)	14,697,907	2,469,107
Compensated Absences (1)	1,609,582	927,481	-	2,537,063	1,848,298
Other Long-Term Liability	450,707	-	-	450,707	-
Total Governmental Activities	\$17,455,821	\$ 2,741,055	\$ (2,516,597)	\$ 17,685,677	\$ 4,317,405
	Beginning Balance	Increases	Decreases	Ending Balance	Due within One Year
Business-Type Activities:					
Direct Placements and Direct Borrowings:					
Revenue Bonds and Loans	\$ 26,215,749	\$-	\$ (2,191,994)	\$ 24,023,755	\$ 2,288,239
Certificates of Participation	18,205,000	-	(805,000)	17,400,000	845,000
Deferred Premiums and Discounts	2,629,888	-	(215,177)	2,414,711	215,177
Total Direct Placements and Direct Borrowings	47,050,637	-	(3,212,171)	43,838,466	3,348,416
Lease Liability	619,930	228,292	(196,252)	651,970	183,347
Compensated Absences (1)	243,446	158,995	-	402,441	295,448
Total Business-Type Activities	\$ 47,914,013	\$ 387,287	\$ (3,408,423)	\$ 44,892,877	\$ 3,827,211

(1) The change in the compensated absence liability is presented as a net change.

The liability attributable to the governmental funds is recorded as governmental activities — noncurrent liability. Liabilities relating to employees of governmental funds are liquidated out of the associated fund.

5. Defeasance of Debt

In a prior year, the Town defeased certain water revenue bonds by placing the proceeds of new bonds into an irrevocable trust to provide for all future debt service payments on the old bonds. Accordingly, the trust account assets and the liability for the defeased bonds are not included in the Town's financial statements. This transaction resulted in an economic gain to the Town. On December 31, 2025, defeased bonds had remaining balances outstanding of \$508,787.

F. Retirement Plans

Police Officers Pension Plan

1. General Information about the Pension Plan

Plan Description

The Town contributes to the Statewide Retirement Plan (SRP), a cost-sharing multiple-employer defined benefit pension plan administered by the Fire & Police Pension Association of Colorado (FPPA) for firefighters hired on or after April 8, 1978, provided that they are not already covered by a statutorily exempt plan. The SRP became effective January 1, 1980. As of August 5, 2003, the SRP may include clerical and other personnel from fire districts whose services are auxiliary to fire protection. Most full-time, paid police officers of the Town are members of the SRP, and all newly hired police officers have to be enrolled in the SRP. Effective January 1, 2023, the assets and liabilities of the Statewide Defined Benefit Plan and Statewide Hybrid Plan were combined to form the Statewide Retirement Plan based on House Bill 22-1034. The Statewide Defined Benefit Plan became the Defined Benefit Component of the Statewide Retirement Plan and the Statewide Hybrid Plan became the Hybrid Component of the Statewide Retirement Plan.

The SRP assets are included in the Fire & Police Members' Benefit Investment Fund and the Fire & Police Members' Self-Directed Investment Fund (for Deferred Retirement Option Plan (DROP) assets and Separate Retirement Account assets from eligible retired members). The SRP is administered by FPPA. FPPA issues a publicly available annual comprehensive financial report that can be obtained on FPPA's website at <http://www.FPPAco.org>.

2. Benefits Provided

SRP provides retirement and disability, annual increases and death benefits for members or their beneficiaries. A member is eligible for a normal retirement pension once the member has completed 25 years of credited service and has attained the Normal Retirement Age. The FPPA Board of Directors may change the retirement age on an annual basis, depending upon the results of the actuarial valuation and other circumstances, with the Normal Retirement Age being not less than age 55 and not more than age 60. A member may also qualify for a normal retirement pension if the member's combined years of service and age equals at least 80, with a minimum age of 50 (Rule of 80).

A member is eligible for retirement after attainment of age 55 with at least five years of credited service.

A member is eligible for an early retirement after completion of 30 years of service or attainment of age 50 with at least five years of credited service. The early retirement benefit equals the normal retirement benefit reduced on an actuarially equivalent basis.

The annual normal retirement benefit for the Defined Benefit Component is 2 percent of the average of the member's highest three years' base salary for each year of credited service up to ten years, plus 2.5 percent of the average member's highest three years' base salary for each year of service thereafter.

Beginning January 1, 2007, the annual normal retirement benefit for the Social Security Component is 1.0 percent of the average of the member's highest three years base salary for each year of credited service up to ten years plus 1.25 percent of the average of the member's highest three years' base salary for each year thereafter. Prior to 2007, the benefit for members of the Social Security Component will be reduced by the amount of social security income the member receives annually, calculated as if the social security benefit started as of age 62.

The annual retirement benefit of the Hybrid Defined Benefit Component is 1.9 percent of the average of the member's highest three years' base salary for each year of credited service through December 31, 2022 and 1.5 percent of the average of the member's highest three years' base salary for each year of credited service after January 1, 2023.

Benefits paid to retired members and beneficiaries may be increased annually on October 1 via cost of living adjustment (COLA). COLAs may be compounding or noncompounding. The increase in benefits, if any, is based on the FPPA Board of Director's discretion. Compounding COLAs can range from 0 percent to the higher of 3 percent or the Consumer Price Index for Urban Wage Earners and Clerical Workers. Non-compounding COLAs take into consideration the investment returns, compounding COLAs and other economic factors. COLAs may begin once the retired member has been receiving retirement benefits for at least 12 calendar months prior to October 1.

Upon termination, the vested account balance within the Money Purchase Component becomes available to the member. Upon termination, a member may elect to have their member contributions, along with 5.0 percent as interest, returned as a lump sum distribution in lieu of a retirement benefit.

3. Contributions

Contribution rates for the SRP are set by state statute. The FPPA Board of Directors may further increase the required contributions, equally between employer and member, upon approval through an election of both employers and members.

Members of the Defined Benefit Component contribute 12.0 percent of base salary. In 2020, legislation was enacted to increase the employer contributions rate to the Plan beginning in 2021. Employer contribution rates will increase 0.5 percent annually through 2030 to a total of 13.0 percent of base salary. These increases result in a combined contribution rate of 25.0 percent of base salary in 2030. In 2025, the total combined member and employer contribution rate was 22.5 percent.

Contributions from Defined Benefit Component members and employers of plans reentering the Defined Benefit Component are established by resolution and approved by the FPPA Board of Directors. The continuing rate of contribution for reentry groups is determined for each reentry group. The additional contribution amount is determined locally and may be paid by the member, the employer or split 50/50. Per the 2020 legislation, the required employer contribution rate for reentry departments also increases 0.5 percent annually. These increases result in a minimum combined contribution rate of 25.2 percent in 2030. In 2025, the total minimum required member and employer contribution rate was 22.7 percent.

Members of the Social Security Component contribute 6.0 percent of base salary. Per the 2020 legislation, employer contribution rates will increase 0.25 percent annually through 2030 to a total of 6.5 percent of base salary. These increases result in a combined contribution rate of 12.5 percent of base salary in 2030. In 2025, the total combined member and employer contribution rate was 11.25 percent.

The Hybrid Defined Benefit Component and Money Purchase Component members and their employers are currently each contributing at the rate determined by the individual employer. Effective January 1, 2023, the employer and member minimum contribution rates will increase by 0.125 percent annually until they reach a minimum rate of 9 percent each and at least a combined rate of 18 percent in 2030. In 2025, the total minimum combined member and employer contribution rate was 17.125 percent.

The Hybrid Defined Benefit Component sets contribution rates at a level that enables the defined benefits to be fully funded at the member's retirement date. The amount allocated to the Hybrid Defined Benefit Component is set annually by the FPPA Board of Directors. The Hybrid Defined Benefit Component contribution rate from July 1, 2024 through June 30, 2025 is 14.56 percent. The Hybrid Defined Benefit Component contribution rate from July 1, 2023 through June 30, 2024 was 14.24 percent. Contributions in excess of those necessary to fund the defined benefit are allocated to the member's self-directed account in the Money Purchase Component. A member of the Plan may elect to make voluntary after-tax contributions to the Money Purchase Component of the Plan.

Within the Money Purchase Component, members are always fully vested in their own contributions, as well as the earnings on those contributions. Vesting in the employer's contributions within the Money Purchase Component, and earnings on those contributions occurs according to the vesting schedule set by the plan document at 20 percent per year after the first year of service and to be 100 percent vested after five years of service or the attainment of age 55. Employer and member contributions are invested in funds at the discretion of members. A member of the Plan may elect to make voluntary after-tax contributions to the Money Purchase Component of the Plan.

4. Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At December 31, 2025, the Town reported a net pension liability of \$-0- for its proportionate share of the net pension liability. The net pension liability was measured as of December 31, 2024, and the collective total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of January 1, 2025. The Town's proportion of the net pension liability was based on Town contributions to the SRP relative to the total contributions of participating employers to the SRP based upon the January 1, 2025 actuarial valuation. At December 31, 2024, the Town's proportion was 0.45831%, which was an increase of 0.00163% from its proportion measured as of December 31, 2023.

For the year ended December 31, 2025, the Town recognized pension expense of (\$806,577). At December 31, 2025, the Town reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference Between Expected and Actual Experience	\$ 1,101,324	\$ 34,449
Changes of Assumptions or Other Inputs	394,154	-
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	156,453	-
Changes in Proportion and Differences Between Contributions Recognized and Proportionate Share of Contributions	79,480	255,655
Contributions Subsequent to the Measurement Date	559,403	-
Total	\$ 2,290,814	\$290,104

The \$559,403 reported as deferred outflows of resources relating to pensions resulting from Town contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ending December 31, 2026. Other amounts reported as deferred inflows and outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ending December 31,	Amount
2026	\$ 412,250
2027	627,529
2028	9,830
2029	36,150
2030	126,944
Thereafter	228,604
Total	\$ 1,441,307

5. Actuarial Assumptions

The actuarial valuations for the SRP were used to determine the total pension liability and actuarially determined contributions for the fiscal year ended December 31, 2024. The valuations used the following actuarial assumption and other inputs:

	Total Pension Liability	Actuarial Determined Contributions
Actuarial Valuation Date	January 1, 2025	January 1, 2024
Actuarial Method	Entry Age Normal	Entry Age Normal
Amortization Method	N/A	Level % of Payroll, Open
Amortization Period	N/A	30-Years
Long-Term Investment Rate of Return*	7.0%	7.0%
Projected Salary Increases*	4.25-11.75 %	4.25-11.75 %
Cost-of-Living Adjustments (COLA)	0.0%	0.0%
*Includes Inflation at	2.5%	2.5%

For determining the total pension liability, the post-retirement mortality tables for nondisabled retirees uses the Pub-2010 Safety Healthy Annuitant Mortality Tables for males and females, amount-weighted, and then projected using the ultimate values of the MP-2020 projection scale for all years. The pre-retirement mortality assumption uses Pub-2010 Safety Healthy Employee Mortality Tables for males and females, amount-weighted, and then projected with the MP-2020 Ultimate projection scale. The pre-retirement non-duty mortality tables are adjusted to 60% multiplier. The on-duty mortality rate is 0.00015.

For determining the actuarially determined contributions, the post-retirement mortality tables for non-disabled retirees uses the Pub-2010 Safety Healthy Annuitant Mortality Tables projected with the ultimate values of the MP-2020 projection scale. The pre-retirement off-duty mortality tables are adjusted to 60% of the MP-2020 mortality tables for active employees. The on-duty mortality rate is 0.00015.

At least every five years the FPPA's Board of Directors, in accordance with best practices, reviews its economic and demographic actuarial assumptions. At its July 2023 meeting, the Board of Directors reviewed and approved recommended changes to the actuarial assumptions. The recommendations were made by the FPPA's actuaries, Gabriel, Roeder, Smith & Co., based upon their analysis of past experience and expectations of the future. The assumption changes were effective for actuarial valuations beginning January 1, 2024. The actuarial assumptions impact actuarial factors for benefit purposes such as purchases of service credit and other benefits where actuarial factors are used.

The long-term expected rate of return on pension plan investments was determined using a building- block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighing the expected future real rates of return by the target asset allocation percentage and by adding expected inflation (assumed at 2.5 percent).

Best estimates of arithmetic real rates of return for each major asset class included in the Fund's target asset allocation as of December 31, 2024 are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Global Equity	33.00%	7.00%
Equity Long/Short	6.00	6.20
Private Markets	34.00	8.80
Fixed Income - Rates	7.00	5.00
Fixed Income - Credit	7.00	6.50
Absolute Return	9.00	5.70
Cash	4.00	4.20
Total	100.00%	

6. Discount Rate

The discount rate used to measure the total pension liability was 7.00 percent. The projection of cash flows used to determine the discount rate assumed that contributions from participating employers will be made based on the actuarially determined rates based on the Board's funding policy, which establishes the contractually required rates under Colorado statutes. Based on those assumptions, the SRP fiduciary net position was projected to be available to make all the projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Projected benefit payments are required to be discounted to their actuarial present values using a Single Discount Rate that reflects (1) a long-term expected rate of return on pension plan investments (to the extent that the plan's fiduciary net position is projected to be sufficient to pay benefits) and (2) tax-exempt municipal bond rate based on an index of 20-year general obligation bonds with an average AA credit rating as of the measurement date (to the extent that the plan's projected fiduciary net position is not sufficient to pay benefits).

For the purpose of this valuation, the expected rate of return on pension plan investments is 7.00 percent; the municipal bond rate is 4.08 percent (based on the weekly rate closest to but not later than the measurement date of the "state & local bonds" rate from Federal Reserve statistical release (H.15)); and the resulting Single Discount Rate is 7.00 percent.

7. Sensitivity of the Town's Proportionate Share of the Net Pension Liability (Asset) to Changes in the Discount Rate

The following presents the District's proportionate share of the net pension liability/(asset) calculated using the discount rate of 7.00 percent, as well as what the District's proportionate share of the net pension liability/(asset) would be if it were calculated using a discount rate that is 1-percentage point lower (6.00 percent) or 1-percentage-point higher (8.00 percent) than the current rate:

	1% Decrease (6.00 %)	Current Discount Rate (7.00 %)	1% Increase (8.00 %)
Proportionate Share of the Net Pension Liability (Asset)	\$2,236,534	\$0	\$0

As of the measurement period ended December 31, 2024, the COLA assumption, which was previously 0.00%, was revised to reflect the true nature of FPPA Board's Benefits Policy which includes a variable COLA and supplemental payments. Consistent with FPPA Board's policy, the new COLA assumption will fluctuate from year to year depending on plan experience and is the long-term COLA assumption which results in no Net Pension Asset. If current assets do not support Total Pension Liabilities using a COLA assumption of greater than 0.00%, then a COLA assumption of 0.00% will be used and a Net Pension Liability will be reported.

8. Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the separately issued Fire & Police Pension Association of Colorado financial report.

General Employees

The Town contributes to an employer defined contribution plan established for nonpolice employees.

Plan Name	The Town of Erie Savings Plan
Plan Administrator	Town Finance Director
Recordkeeper	Empower (a Third-Party Trustee)

The plan was established by authority of the Town Council and can be amended by the Plan Trustees (Town Manager and Finance Director). The Town Manager establishes and may amend contribution requirements.

The plan is available to all non-police benefited employees (full-time employees and part-time employees working at least 24 hours per week). The plan was created in accordance with IRC Section 457(b) (employee contributions) and 401(a) (employer contributions). Employees are eligible to participate on the first day of each month after their date of hire.

Under the terms of the plan the Town is the only non-employee contributor and matches dollar-for-dollar up to the first 5% of employee contributions. Participants are not required to contribute to the plan but may contribute up to \$23,500 per year (\$31,000 for employees over 50). Employer contributions are based on the participant's salary (salary, pay, or earned income less salary reductions made under IRC § 125). During 2025, the Town made all required contributions to the plan, contributing \$1,051,321. Employees contributed \$2,003,573 (including voluntary contributions).

Employees vest immediately. Employees have a non-forfeitable interest in the employer contributions to their accounts held by the plan recordkeeper. Voluntary pre-tax and Roth (after-tax) contributions are allowed. Since a third-party trustee holds the assets in trust, they are not reflected in the Town's financial statements.

Note 4 Other Information

A. Risk Management

The Town faces risks of loss, including damage to and loss of property and contents, general and automobile liabilities, professional liability (i.e., errors and omissions), and workers' compensation. The Town carries commercial insurance for the risks of loss, including workers' compensation and property/casualty loss insurance. Settlements have not exceeded coverages for each of the past three fiscal years. Coverage limits and deductibles have stayed relatively constant in the past three years.

B. Litigation

The Town is currently the defendant in several lawsuits. Some of the lawsuits are in the process of appeal or settlement. Those lawsuits do not involve significant claims which have not already been provided for in prior years. Therefore, there does not appear to be a threat of significant liability to the Town from those lawsuits. In addition, there are several claims asserted against the Town. Legal counsel is of the opinion that insurance carried by the Town is sufficient to cover any potential adverse settlements from those claims covered by insurance. As to those claims which may not be covered by insurance, legal counsel is unable to form an opinion as to any potential adverse settlements.

C. Commitments and Encumbrances

At year-end, commitments and encumbrances by fund were as follows:

	<u>Governmental</u>	<u>Enterprise</u>	<u>Total</u>
General Fund	\$ 845,171	\$-	\$ 845,171
Capital Improvements Fund	1,456,706	-	1,456,706
Grants Fund	842,410	-	842,410
Trails and Natural Areas Fund	1,704,729	-	1,704,729
Conservation Trust Fund	335,715	-	335,715
Transportation Impact Fund	2,582,006	-	2,582,006
Public Facilities Impact Fund	245,662	-	245,662
Parks Improvement Fund	3,545,985	-	3,545,985
Police Facilities Impact Fund	12,014,276	-	12,014,276
Tree Impact Fund	75,000	-	75,000
Storm Drainage Impact Fund	266,486	-	266,486
Fleet and Equipment Acquisition Fund	1,264,042	-	1,264,042
Urban Renewal Authority	3,693,619	-	3,693,619
Water Fund	-	8,591,871	8,591,871
Wastewater Fund	-	4,344,154	4,344,154
Airport Fund	-	51,301	51,301
Storm Drainage Operating Fund	-	1,065,544	1,065,544
Total Commitments	\$ 28,871,807	\$ 14,042,870	\$ 42,914,677

The commitments and encumbrances reflected in the above table technically lapse at the end of the year but are expected to be reappropriated and become part of the subsequent year's budget because performance under the various executory contracts is expected in the next year.

Most of the amounts reflected in the above table are related to capital projects, representing \$41.7 million of the total. Of this amount, \$12 million represents contractual commitments for the expansion of the Town of Erie Police Department building. This project is expected to be completed in 2027.

The Town is also participating in several raw water storage and delivery projects with the Northern Colorado Water Conservancy District. In 2025, the Town contributed \$5.4 million to the Northern Integrated Supply Project and \$1.8 million to the Windy Gap Firing Project. Future years' contributions to these projects depend on the Town Council election to participate.

D. Contingent Liabilities

Federal grants are subject to audit which could result in disallowed costs, the amount which is undeterminable at December 31, 2025. If any costs are disallowed in the future, the Town expects them to be insignificant.

E. Annexation and Developer Agreements

The Town has entered into several annexation and developer agreements with various developers of residential/commercial developments. Among other things, these agreements indicate whether the Town or the developer is responsible for the construction of infrastructure and other improvements such as water, wastewater and storm drainage infrastructure, streets, trails, parks and similar capital improvements required to support the development. The Town's portion of these costs will be paid primarily from tap and impact fees collected from these developments.

The Town has entered into an agreement with Dillon Companies Inc. (Dillon) that provides for reimbursement by the Town to the developer up to \$1.5 million for certain public improvements to be constructed by the developer. Reimbursements by the Town will be limited to the amount of sales tax received in the prior year on certain commercial parcels. Such reimbursements shall cease after the 10th year of such payments regardless of the total amount reimbursed to Dillon. During 2025, the Town paid Dillon \$-0 - pursuant to this agreement. Cumulative reimbursements since inception pursuant to this agreement were \$561,558 as of December 31, 2025.

The Town, through the URA, has entered into a public finance and development agreement with Erie Four Corners, LLC, Four Corners Business Improvement District and Four Corners Metropolitan District (collectively, the Developer). The Developer has agreed to construct the necessary infrastructure improvements for the project. The urban renewal authority will reimburse the Developer a portion of the cost of qualifying improvements, not to exceed \$35,000,000 over a period not to exceed approximately 20 years. Reimbursement will be from incremental property taxes on the commercial and retail portions of the project. During 2025, the Town reimbursed the Developer, \$284,391 pursuant to this agreement.

Also through the URA, in 2017 two tax abatement agreements were entered into to provide incentives for development in Historic Old Town through reimbursements of incremental property taxes. The first was for the construction of a commercial/retail/office building at 105 Wells St. with D&H Erie, LLC, and the second was with Four Lakes, LLC (dba Echo Brewing Cask and Barrel) for the expansion of and improvements to 600/620 Briggs St. The maximum reimbursement under each of these agreements is \$1,500,000. During 2025, the Town reimbursed D&H Erie, LLC \$111,670 pursuant to this agreement. Reimbursements under the agreement for Echo Brewing began in 2023.

In 2019, the URA entered into a property tax sharing agreement with 615 Briggs LLC for construction of a new building to house a restaurant and retail/office space in Historic Old Town. The agreement has a cap of \$446,050 and has a term of up to 10 years, beginning with the date the certificate of occupancy is issued. During 2025, the Town paid 615 Briggs LLC \$62,517 pursuant to this agreement.

In 2019, the URA also entered into a reimbursement agreement with RTR Birdhouse Holdings LLC for improvements to and expansion of 526 Briggs in Historic Old Town, with the primary occupant being a restaurant. The agreement provides for sharing of sales tax for a period of up to seven years, with a cap of \$420,000. During 2025, the Town paid RTR Equity Briggs St LLC \$52,357 pursuant to this agreement.

In 2021, the URA entered into a property tax sharing agreement with Means Rentals RLLLP to develop a vacant site by constructing a commercial mixed use building in Historic Old Town. The agreement has a cap of \$480,000 and has a term of up to 14 years, beginning with the effective date of the agreement. During 2025, the Town paid Means Rentals RLLLP \$59,760 pursuant to this agreement.

The URA has entered into a property and sales tax sharing agreement with Evergreen-287 and Arapahoe LLC for the development of land located on the southeast corner of Highway 287 and Arapahoe Road, known as the Nine Mile development (Nine Mile). Nine Mile is a mixed-use development, with retail, commercial, and multi-family components. The agreement provides for tax increment revenue to pay debt service costs on up to \$13,200,000 in eligible infrastructure costs on the site, with the debt issued by the Nine Mile Metropolitan District. Certain operations and administrative costs will also be paid from the tax increment revenue. During 2025, the Town paid the Nine Mile Metropolitan District \$2,328,204 pursuant to this agreement.

F. Tax, Spending, and Debt Limitations

On November 3, 1992, the voters of the State approved Article X, Section 20, to the State Constitution (the Amendment). The Amendment provides for several limitations on government activities, including those related to revenue, expenditures, property taxes, and issuance of debt. These provisions of the Constitution are complex and subject to judicial interpretation. In the opinion of management, the Town is in compliance with such provisions.

The Amendment provides for exceptions related to "enterprises," defined as government-owned businesses authorized to issue revenue bonds and receiving less than 10% of its annual revenue in grants from all state and local governments combined. The Town's management is of the opinion that its Water, Wastewater, Storm Drainage, and Airport operations qualify for this exclusion.

In 1994, the Town's electorate authorized the Town to retain any revenues in excess of the limits imposed by the Amendment, pursuant to its existing sales and use tax code and general taxes on all taxable property without any increase in sales and use tax rates or increase in the general property tax mill levy. This effectively removed all revenue and spending limits imposed by Amendment. However, any future tax rate or tax code changes increasing tax revenues are subject to voter approval.

G. Emergency Reserve

The Town Council approved a resolution to create an emergency reserve as required by Article X, Section 20, of the Colorado Constitution. The year-end reserve of \$2,131,729 is calculated based on the requirements of Article X, Section 20.

H. Developer Sureties and Letters of Credit

The Town requires developers to provide financial assurances for completion of public improvements associated with development projects. Such assurances may be provided through cash deposits or irrevocable letters of credit issued by financial institutions.

Cash deposits received by the Town are reported as restricted cash with a corresponding liability until the related development obligations are satisfied.

Letters of credit are contingent instruments and are not recorded as assets or liabilities in the accompanying financial statements because the Town has not drawn upon the instruments and does not hold the underlying cash. As of December 31, 2025, outstanding letters of credit securing developer obligations totaled approximately \$ 159,301,584.

NOTE 5 ACCOUNTING CHANGES AND ERROR CORRECTIONS

Changes to or within Financial Reporting Entity

The Grants Fund previously met the criteria to be reported as a major governmental fund. However, effective January 1, 2025, the fund no longer met the criteria to be reported as a major fund and is reported as a nonmajor governmental fund for the fiscal year ended December 31, 2025.

The Capital Improvement Fund previously met the criteria to be reported as a nonmajor governmental fund. However, effective January 1, 2025, the fund met the criteria to be reported as a major fund and is reported as a major governmental fund for the fiscal year ended December 31, 2025.

The effect of those changes to or within the financial reporting entity is shown in the table below.

	Capital Improvement Fund	Grants Fund	Nonmajor Governmental
December 31, 2025, As Previously Reported Change in Fund Presentation from Major to Nonmajor	\$-	\$1,415,532	\$(1,415,532)
December 31, 2025, As Previously Reported Change in Fund Presentation from Nonmajor to Major	27,000,000	-	(27,000,000)
December 31, 2025, As Adjusted or Restated	\$ 27,000,000	\$ 1,415,532	\$(28,415,532)

Note 6 Subsequent Events

On March 12, 2026 the Town of Erie sold Certificates of Participation (COP), Series 2026 A & B. The Series A were taxable COPs with the principal amount of \$5,050,000 for a mine mitigation project for the Erie Town Center project. The Series B were nontaxable COPs with a principal amount of \$45,965,000 for the construction of an expansion to the Erie Police Department Building.

On June 23, 2026 the Erie Town Council voted to approve an agreement with 7N/SM Energy regarding the Town's mineral interests within the Draco Well Site development area. The agreement provides for the plugging and abandoning of 17 wells, allows Town staff to conduct site inspections on the Draco Well Pad on a regular basis, transfers three parcels of land (for a total of 158 acres) to the Town of Erie, assigns a 3% share of revenue from the production of these minerals to the Town, and a cash payment of \$4.5M will be made to the Town. 7N/SM Energy will gain ownership of mineral rights equal to roughly 182 acres, or 4.9% of the overall Draco drilling area.

Required Supplementary Information

Town of Erie, Colorado
General Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual
Year Ended December 31, 2025

	Original Budget	Final Budget	Actuals	Variance With Final Budget Positive (Negative)
Revenues				
Taxes	\$ 38,925,806	\$ 38,925,806	\$ 37,708,234	\$ (1,217,572)
Intergovernmental	1,575,350	1,575,350	1,674,909	99,559
Licenses and Permits	3,237,250	3,237,250	2,772,715	(464,535)
Fees and Charges for Services	11,789,215	11,789,215	12,854,370	1,065,155
Fines and Forfeitures	165,000	165,000	181,233	16,233
Investment Earnings	875,000	875,000	1,332,547	457,547
Miscellaneous	884,000	896,651	1,042,785	146,134
Total revenues	57,451,621	57,464,272	57,566,793	102,521
Expenditures				
Current Operating:				
General Government:				
Legislative	361,675	361,675	303,413	58,262
Town Administration	10,837,024	11,261,352	9,462,297	1,799,055
Community Development	4,281,265	4,475,933	3,713,618	762,315
Finance	2,695,068	3,052,618	3,257,922	(205,304)
Central Charges	3,904,615	3,990,863	734,992	3,255,871
Public Safety	10,699,765	10,831,319	10,661,602	169,717
Public Works	12,589,949	14,964,992	10,199,523	4,765,469
Parks and Recreation	13,674,031	14,570,030	13,027,485	1,542,545
Capital Outlay	—	—	893,544	(893,544)
Debt Service:				
Principal	1,200,000	1,200,000	1,681,168	(481,168)
Interest	290,163	290,163	317,817	(27,654)
Total expenditures	60,533,555	64,998,945	54,253,381	10,745,564
Excess (deficiency) of revenues over expenditures	(3,081,934)	(7,534,673)	3,313,412	10,848,085
Other financing sources (uses)				
Transfers in	6,500,576	6,527,827	157,405	(6,370,422)
Transfers out	(9,144,092)	(10,931,561)	(9,046,385)	1,885,176
SBITA Proceeds	—	—	857,633	857,633
Leases	—	—	721	721
Sale of Capital Assets	—	—	813,538	813,538
Insurance Recoveries	—	596,299	761,644	165,345
Total other financing sources (uses) and special items	(2,643,516)	(3,807,435)	(6,455,444)	(2,648,009)
Net change in fund balances	(5,725,450)	(11,342,108)	(3,142,032)	8,200,076
Fund balances - beginning	—	—	30,194,191	30,194,191
Fund balances - ending	\$ (5,725,450)	\$ (11,342,108)	\$ 27,052,159	\$ 38,394,267

Town of Erie, Colorado
Erie Urban Renewal Authority
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Year Ended December 31, 2025

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actuals</u>	<u>Variance</u>
Revenues				
Taxes	\$ 6,202,659	\$ 4,902,659	\$ 4,976,669	\$ 74,010
Fees and Charges for Services	1,654	11,654	33,532	21,878
Investment Earnings	335,000	360,000	467,588	107,588
Total revenues	<u>6,539,313</u>	<u>5,274,313</u>	<u>5,477,789</u>	<u>203,476</u>
Expenditures				
Current Operating				
General government	3,571,099	4,062,383	3,790,839	271,544
Capital Outlay	1,350,000	8,607,668	3,165,440	5,442,228
Debt Service				
Principal	—	—	—	—
Interest	164,000	164,000	157,400	6,600
Total expenditures	<u>5,085,099</u>	<u>12,834,051</u>	<u>7,113,679</u>	<u>5,720,372</u>
Excess (deficiency) of revenues over expenditures	<u>1,454,214</u>	<u>(7,559,738)</u>	<u>(1,635,890)</u>	<u>5,923,848</u>
Other financing sources (uses)				
Transfers out	—	(271,000)	(287,390)	(16,390)
Total other financing sources (uses)	<u>—</u>	<u>(271,000)</u>	<u>(287,390)</u>	<u>(16,390)</u>
Net change in fund balances	1,454,214	(7,830,738)	(1,923,280)	5,907,458
Fund balances - beginning	—	—	10,121,687	10,121,687
Fund balances - ending	<u>\$ 1,454,214</u>	<u>\$ (7,830,738)</u>	<u>\$ 8,198,407</u>	<u>\$ 16,029,145</u>

Town of Erie, Colorado
Schedule of the Town's Proportionate Share of the Net Pension Liability
(Asset)
Last Ten Fiscal Years*

Fiscal Year	2025	2024	2023	2022	2021	2020
Plan Measurement Date Ending December 31,	2024	2023	2022	2021	2020	2019
Town's Proportion of the Net Pension Liability (Asset)	0.45831%	0.45668%	0.48216%	0.43109%	0.38349%	0.37436%
Town's Proportionate Share of the Net Pension Liability (Asset)	\$ -	\$ -	\$ 427,970	\$ (2,336,210)	\$ (832,568)	\$ (211,723)
Town's Covered Payroll	\$ 5,014,336	\$ 4,499,509	\$ 4,194,863	\$ 3,470,347	\$ 3,080,269	\$ 2,759,138
Town's Proportionate Share of the Net Pension Liability (Asset) as a Percentage of its Covered Payroll	0.0%	0.0%	10.2%	(67.3%)	(27.0%)	(7.7%)
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	100.0%	100.0%	97.6%	116.2%	106.7%	101.9%
Fiscal Year	2019	2018	2017	2016		
Plan Measurement Date Ending December 31,	2018	2017	2016	2015		
Town's Proportion of the Net Pension Liability (Asset)	0.34242%	0.34200%	0.33195%	0.33625%		
Town's Proportionate Share of the Net Pension Liability (Asset)	\$ 432,908	\$ (492,022)	\$ 119,945	\$ (5,928)		
Town's Covered Payroll	\$ 2,212,900	\$ 2,005,275	\$ 1,775,038	\$ 1,638,675		
Town's Proportionate Share of the Net Pension Liability (Asset) as a Percentage of its Covered Payroll	19.6%	(24.5%)	6.8%	(0.4%)		
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	95.2%	106.3%	98.2%	100.1%		

*The amounts presented for each fiscal year were determined as of December 31, based on the measurement date of the Plan.
Covered payroll is presented based on the fiscal year.

Town of Erie, Colorado

Schedule of the Town Contributions

Last Ten Fiscal Years*

<u>Fiscal Year</u>	<u>2025</u>	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>
Contractually Required Contribution	\$ 559,403	\$ 499,735	\$ 426,232	\$ 377,537	\$ 294,980	\$ 246,421
Contributions in Relation to the Contractually Required Contribution	<u>559,403</u>	<u>499,735</u>	<u>426,232</u>	<u>377,537</u>	<u>294,980</u>	<u>246,421</u>
Contribution Deficiency (Excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Town's Covered Payroll	\$ 5,340,150	\$ 5,014,336	\$ 4,499,509	\$ 4,194,863	\$ 3,470,347	\$ 3,080,269
Contributions as a Percentage of Covered Payroll	10.5%	10.0%	9.5%	9.0%	8.5%	8.0%
<u>Fiscal Year</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>		
Contractually Required Contribution	\$ 220,731	\$ 177,032	\$ 160,422	\$ 142,003		
Contributions in Relation to the Contractually Required Contribution	<u>220,731</u>	<u>177,032</u>	<u>160,422</u>	<u>142,003</u>		
Contribution Deficiency (Excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>		
Town's Covered Payroll	\$ 2,759,138	\$ 2,212,900	\$ 2,005,275	\$ 1,775,038		
Contributions as a Percentage of Covered Payroll	8.0%	8.0%	8.0%	8.0%		

*The amounts presented for each fiscal year were determined as of December 31.

Supplementary Information

TOWN OF ERIE, COLORADO

NONMAJOR GOVERNMENTAL FUNDS

Special Revenue Funds

Special revenue funds are used to account for specific revenues that are legally restricted to expenditure for particular purposes.

Grants Fund – Accounts for revenues received from federal, state, and local granting agencies. It is used to fulfill the requirements of the grant awards and/or contracts associated with the funds.

Cemetery Fund – Accounts for revenues received from plot purchases at the municipal cemetery. Money is used for perpetual care expenditures at the cemetery.

Conservation Trust Fund – Accounts for revenues received from the Colorado State Lottery proceeds through the State's Conservation Trust Fund. It is used to acquire, develop, and maintain new conservation sites, and for capital improvements or maintenance for recreational purposes on any public site.

Trail and Natural Areas Fund – Accounts for property tax revenues used to acquire, construct, and maintain trails; and acquire, develop, and maintain natural areas for public use.

Erie Community Civic Fund – A nonprofit organization, exempt from federal income tax under Section 501(c)(3) of the IRC that is used to facilitate certain contributions and grants for support of various Town activities.

Capital Projects Funds

Capital projects funds are used to account for the acquisition and construction of major capital facilities.

Public Facilities Impact Fund – Accounts for impact fee revenues used to construct and acquire public facilities.

Police Facilities Impact Fund – Accounts for impact fee revenues used to construct and acquire police facilities.

Storm Drainage Impact Fund – Accounts for impact fee revenues used to acquire and construct the storm drainage system.

Tree Impact Fund – Accounts for impact fee revenues used to acquire and plant trees in public locations, and to issue certificates for tree purchases to homeowners of newly constructed homes.

Transportation Impact Fund – Accounts for impact fee revenues used to construct and acquire transportation infrastructure.

Parks Improvement Impact Fund – Accounts for impact fee revenues used to construct and acquire parks and related improvements.

Town of Erie, Colorado
Nonmajor Governmental Funds Balance Sheet
December 31, 2025

	GRANTS FUND	CEMETERY FUND	CONSERVATION TRUST FUND	TRAILS AND NATURAL AREAS FUND	ERIE COMMUNITY CIVIC FUND	TOTAL NONMAJOR SPECIAL REVENUE FUNDS	PUBLIC FACILITIES IMPACT FUND	TRANSPORTATION IMPACT FUND	PARKS IMPROVEMENT IMPACT FUND	STORM DRAINAGE IMPACT FUND	POLICE FACILITIES IMPACT FUND	TREE IMPACT FUND	TOTAL NONMAJOR CAPITAL PROJECT FUNDS	TOTAL NONMAJOR GOVERNMENTAL FUNDS
Assets														
Pooled Cash and Investments	\$ 15,955	\$ 548,721	\$ 1,758,666	\$ 5,977,180	\$ 19,655	\$ 8,320,177	\$ 6,252,650	\$ 31,074,106	\$ 15,945,190	\$ 11,006,470	\$ 680,169	\$ 1,693,603	\$ 66,652,188	\$ 74,972,365
Receivables	881,504	1,349	4,082	3,079,809	—	3,966,744	16,033	73,733	40,230	27,286	1,888	4,204	163,374	4,130,118
Total assets	897,459	550,070	1,762,748	9,056,989	19,655	12,286,921	6,268,683	31,147,839	15,985,420	11,033,756	682,057	1,697,807	66,815,562	79,102,483
Liabilities														
Accounts payable	\$ 14,461	—	\$ 18,818	\$ 75,183	—	\$ 108,462	\$ 382,486	\$ 817,730	\$ 522,116	\$ 45,587	\$ 519,252	—	\$ 2,287,171	\$ 2,395,633
Unearned revenue	—	—	—	—	—	—	3,824	12,338	8,120	3,224	—	601	28,107	28,107
Due to other funds	2,700,000	—	—	—	—	2,700,000	—	—	—	—	—	—	—	2,700,000
Total liabilities	2,714,461	—	18,818	75,183	—	2,808,462	386,310	830,068	530,236	48,811	519,252	601	2,315,278	5,123,740
Deferred inflows														
Property Taxes	—	—	—	3,063,760	—	3,063,760	—	—	—	—	—	—	—	3,063,760
Grants	562,103	—	—	—	—	562,103	—	—	—	—	—	—	—	562,103
Total deferred inflows	562,103	—	—	3,063,760	—	3,625,863	—	—	—	—	—	—	—	3,625,863
Fund Balances														
Restricted														
Capital Projects	—	—	—	—	—	—	5,882,373	30,317,771	15,455,184	10,984,945	162,805	1,697,206	64,500,284	64,500,284
Parks and Open Space	—	—	1,743,930	5,918,046	19,655	7,681,631	—	—	—	—	—	—	—	7,681,631
Committed														
Cemetery Operations	—	550,070	—	—	—	550,070	—	—	—	—	—	—	—	550,070
Unassigned	(2,379,105)	—	—	—	—	(2,379,105)	—	—	—	—	—	—	—	(2,379,105)
Total fund balance (deficit)	(2,379,105)	550,070	1,743,930	5,918,046	19,655	5,852,596	5,882,373	30,317,771	15,455,184	10,984,945	162,805	1,697,206	64,500,284	70,352,880
Total liabilities, deferred inflows and fund balances	\$ 897,459	\$ 550,070	\$ 1,762,748	\$ 9,056,989	\$ 19,655	\$ 12,286,921	\$ 6,268,683	\$ 31,147,839	\$ 15,985,420	\$ 11,033,756	\$ 682,057	\$ 1,697,807	\$ 66,815,562	\$ 79,102,483

Town of Erie, Colorado
Nonmajor Governmental Funds Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Year Ended December 31, 2025

	FORMERLY MAJOR		CONSERVATION	TRAILS AND NATURAL AREAS	ERIE COMMUNITY	TOTAL NONMAJOR	PUBLIC FACILITIES	NONMAJOR CAPITAL IMPROVEMENTS	TRANSPORTATION	PARKS IMPROVEMENT	STORM DRAINAGE	POLICE FACILITIES	TOTAL NONMAJOR	TOTAL NONMAJOR
	GRANTS FUND	CEMETERY FUND	TRUST FUND	FUND	CIVIC FUND	SPECIAL REVENUE FUNDS	IMPACT FUND	FUND	IMPACT FUND	IMPACT FUND	IMPACT FUND	IMPACT FUND	CAPITAL PROJECTS FUNDS	GOVERNMENTAL FUNDS
Revenues														
Taxes	\$ -	\$ -	\$ -	\$ 2,835,069	\$ -	\$ 2,835,069	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,835,069
Intergovernmental	2,316,897	-	390,786	-	-	2,707,683	-	-	379,789	-	-	-	379,789	3,087,472
Fees and Charges for Services	-	80,000	-	-	-	80,000	-	-	-	-	-	-	-	80,000
Capital Contributions and Fees	-	-	-	566,131	-	566,131	1,534,587	-	3,015,021	1,456,406	674,371	253,513	127,800	7,627,829
Investment Earnings	140,647	20,192	60,783	261,443	-	483,065	298,747	-	1,237,261	650,423	432,292	42,327	68,157	3,212,272
Miscellaneous	-	-	-	76,038	-	76,038	-	-	-	-	-	-	-	76,038
Total revenues	2,457,544	100,192	451,569	3,738,681	-	6,747,986	1,833,334	-	4,632,071	2,106,829	1,106,663	295,840	195,957	16,918,680
Expenditures														
General government	79,527	-	-	-	-	79,527	-	-	-	-	-	-	-	79,527
Public Safety	8,261	-	-	-	-	8,261	-	-	-	-	-	-	-	8,261
Parks and Recreation	9,746	-	-	46,437	-	56,183	-	-	-	-	-	-	118,902	175,085
Capital outlay	764,923	-	21,318	2,321,409	-	3,107,650	2,889,094	-	6,321,804	1,707,322	204,133	1,439,299	-	15,669,302
Total expenditures	862,457	-	21,318	2,367,846	-	3,251,621	2,889,094	-	6,321,804	1,707,322	204,133	1,439,299	118,902	12,680,554
Excess (deficiency) of revenues over expenditures	1,595,087	100,192	430,251	1,370,835	-	3,496,365	(1,055,760)	-	(1,689,733)	399,507	902,530	(1,143,459)	77,055	986,505
Other financing sources														
Transfers in	-	-	-	-	-	-	-	-	1,876,580	-	-	-	-	1,876,580
Transfers out	(2,558,660)	-	-	-	-	(2,558,660)	-	-	-	-	-	-	-	(2,558,660)
Total other financing sources and uses	(2,558,660)	-	-	-	-	(2,558,660)	-	-	1,876,580	-	-	-	-	(682,080)
Net change in fund balances	(963,573)	100,192	430,251	1,370,835	-	937,705	(1,055,760)	-	186,847	399,507	902,530	(1,143,459)	77,055	304,425
Fund Balance - Beginning of Year, as Previously Presented	-	449,878	1,313,679	4,547,211	19,655	6,330,423	6,938,133	27,000,000	30,130,924	15,055,677	10,082,415	1,306,264	1,620,151	98,463,987
Change within Financial Reporting Entity (Major to Nonmajor)	(1,415,532)	-	-	-	-	(1,415,532)	-	-	-	-	-	-	-	(1,415,532)
Change within Financial Reporting Entity (Nonmajor to Major)	-	-	-	-	-	-	(27,000,000)	-	-	-	-	-	-	(27,000,000)
Total Change within Financial Reporting Entity (Major to Nonmajor)	(1,415,532)	-	-	-	-	(1,415,532)	-	(27,000,000)	-	-	-	-	-	(28,415,532)
Fund balances (deficit) - ending	\$ (2,379,105)	\$ 550,070	\$ 1,743,930	\$ 5,918,046	\$ 19,655	\$ 5,852,596	\$ 5,882,373	\$ -	\$ 30,317,771	\$ 15,455,184	\$ 10,984,945	\$ 162,805	\$ 1,697,206	\$ 70,352,880

Town of Erie, Colorado
Grants Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual
Year Ended December 31, 2025

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actuals</u>	<u>Variance</u>
Revenues				
Intergovernmental	\$ 2,422,500	\$ 6,031,530	\$ 2,316,897	\$ (3,714,633)
Investment Earnings	—	—	140,647	140,647
Total revenues	<u>2,422,500</u>	<u>6,031,530</u>	<u>2,457,544</u>	<u>(3,573,986)</u>
Expenditures				
Current Operating				
General government	—	228,953	79,527	149,426
Public safety	—	4,000	8,261	(4,261)
Parks and recreation	—	8,207	9,746	(1,539)
Public Works	—	500,000	—	500,000
Capital Outlay	—	2,946,221	764,923	2,181,298
Total expenditures	<u>—</u>	<u>3,687,381</u>	<u>862,457</u>	<u>2,824,924</u>
Excess (deficiency) of revenues over expenditures	2,422,500	2,344,149	1,595,087	(749,062)
Other financing sources (uses)				
Transfers out	(2,422,500)	(2,507,056)	(2,558,660)	(51,604)
Total other financing sources (uses)	<u>(2,422,500)</u>	<u>(2,507,056)</u>	<u>(2,558,660)</u>	<u>(51,604)</u>
Net change in fund balances	—	(162,907)	(963,573)	(800,666)
Fund balances - beginning	—	—	(1,415,532)	(1,415,532)
Fund balances (deficit) - ending	<u>\$ —</u>	<u>\$ (162,907)</u>	<u>\$ (2,379,105)</u>	<u>\$ (2,216,198)</u>

Town of Erie, Colorado
Cemetery Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual
Year Ended December 31, 2025

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actuals</u>	<u>Variance</u>
Revenues				
Fees and Charges for Services	\$ —	\$ —	\$ 80,000	\$ 80,000
Investment Earnings	—	—	20,192	20,192
Total revenues	—	—	100,192	100,192
Expenditures				
General government	—	—	—	—
Total expenditures	—	—	—	—
Excess (deficiency) of revenues over expenditures	—	—	100,192	100,192
Net change in fund balances	—	—	100,192	100,192
Fund balances - beginning	—	—	449,878	449,878
Fund balances - ending	\$ —	\$ —	\$ 550,070	\$ 550,070

Town of Erie, Colorado
Conservation Trust Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual
Year Ended December 31, 2025

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actuals</u>	<u>Variance</u>
Revenues				
Intergovernmental	\$ 350,000	\$ 350,000	\$ 390,786	\$ 40,786
Investment Earnings	—	—	60,783	60,783
Total revenues	<u>350,000</u>	<u>350,000</u>	<u>451,569</u>	<u>101,569</u>
Expenditures				
Capital Outlay	<u>300,000</u>	<u>358,000</u>	<u>21,318</u>	<u>336,682</u>
Total expenditures	<u>300,000</u>	<u>358,000</u>	<u>21,318</u>	<u>336,682</u>
Excess (deficiency) of revenues over expenditures	50,000	(8,000)	430,251	438,251
Net change in fund balances	50,000	(8,000)	430,251	438,251
Fund balances - beginning	<u>—</u>	<u>—</u>	<u>1,313,679</u>	<u>1,313,679</u>
Fund balances - ending	<u>\$ 50,000</u>	<u>\$ (8,000)</u>	<u>\$ 1,743,930</u>	<u>\$ 1,751,930</u>

Town of Erie, Colorado
Trails and Natural Areas Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual
Year Ended December 31, 2025

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actuals</u>	<u>Variance</u>
Revenues				
Taxes	\$ 3,019,000	\$ 3,019,000	\$ 2,835,069	\$ (183,931)
Capital Contributions and Fees	—	—	566,131	566,131
Investment Earnings	60,000	60,000	261,443	201,443
Miscellaneous	—	—	76,038	76,038
Total revenues	<u>3,079,000</u>	<u>3,079,000</u>	<u>3,738,681</u>	<u>659,681</u>
Expenditures				
Parks and Recreation	16,000	16,000	46,437	(30,437)
Capital Outlay	<u>2,388,583</u>	<u>4,691,099</u>	<u>2,321,409</u>	<u>2,369,690</u>
Total expenditures	<u>2,404,583</u>	<u>4,707,099</u>	<u>2,367,846</u>	<u>2,339,253</u>
Excess (deficiency) of revenues over expenditures	674,417	(1,628,099)	1,370,835	2,998,934
Other financing sources (uses)				
Transfers out	<u>(483,076)</u>	<u>(483,076)</u>	<u>—</u>	<u>483,076</u>
Total other financing sources (uses) and special items	<u>(483,076)</u>	<u>(483,076)</u>	<u>—</u>	<u>483,076</u>
Net change in fund balances	191,341	(2,111,175)	1,370,835	3,482,010
Fund balances - beginning	<u>—</u>	<u>—</u>	<u>4,547,211</u>	<u>4,547,211</u>
Fund balances - ending	<u><u>\$ 191,341</u></u>	<u><u>\$ (2,111,175)</u></u>	<u><u>\$ 5,918,046</u></u>	<u><u>\$ 8,029,221</u></u>

Town of Erie, Colorado
Erie Civic Community Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual
Year Ended December 31, 2025

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actuals</u>	<u>Variance</u>
Revenues				
Revenues	\$ —	\$ —	\$ —	\$ —
Total revenues	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
Expenditures				
Expenditures	—	—	—	—
Total expenditures	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
Excess (deficiency) of revenues over expenditures	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
Net change in fund balances	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
Fund balances - beginning	<u>—</u>	<u>—</u>	<u>19,655</u>	<u>19,655</u>
Fund balances - ending	<u><u>\$ —</u></u>	<u><u>\$ —</u></u>	<u><u>\$ 19,655</u></u>	<u><u>\$ 19,655</u></u>

Town of Erie, Colorado
Capital Improvements Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual
Year Ended December 31, 2025

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actuals</u>	<u>Variance</u>
Revenues				
Investment Earnings	\$ —	\$ —	\$ 932,950	\$ 932,950
Total revenues	—	—	932,950	932,950
Expenditures				
Capital Outlay	10,655,205	20,681,176	10,319,499	10,361,677
Public works	—	—	29,411	(29,411)
Total expenditures	10,655,205	20,681,176	10,348,910	10,332,266
Excess (deficiency) of revenues over expenditures	(10,655,205)	(20,681,176)	(9,415,960)	11,265,216
Other financing sources (uses)				
Transfers in	6,500,000	6,500,000	7,312,065	812,065
Total other financing sources (uses) and special items	6,500,000	6,500,000	7,312,065	812,065
Net change in fund balances	(4,155,205)	(14,181,176)	(2,103,895)	12,077,281
Fund balances - beginning	—	—	27,000,000	27,000,000
Fund balances - ending	\$ (4,155,205)	\$ (14,181,176)	\$ 24,896,105	\$ 39,077,281

Town of Erie, Colorado
Public Facilities Impact Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual
Year Ended December 31, 2025

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actuals</u>	<u>Variance</u>
Revenues				
Capital Contributions and Fees	\$ 2,565,920	\$ 2,565,920	\$ 1,534,587	\$ (1,031,333)
Investment Earnings	50,000	50,000	298,747	248,747
Total revenues	<u>2,615,920</u>	<u>2,615,920</u>	<u>1,833,334</u>	<u>(782,586)</u>
Expenditures				
Capital Outlay	<u>4,377,512</u>	<u>7,348,214</u>	<u>2,889,094</u>	<u>4,459,120</u>
Total expenditures	<u>4,377,512</u>	<u>7,348,214</u>	<u>2,889,094</u>	<u>4,459,120</u>
Excess (deficiency) of revenues over expenditures	(1,761,592)	(4,732,294)	(1,055,760)	3,676,534
Net change in fund balances	(1,761,592)	(4,732,294)	(1,055,760)	3,676,534
Fund balances - beginning	—	—	6,938,133	6,938,133
Fund balances - ending	<u>\$ (1,761,592)</u>	<u>\$ (4,732,294)</u>	<u>\$ 5,882,373</u>	<u>\$ 10,614,667</u>

Town of Erie, Colorado
Transportation Impact Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual
Year Ended December 31, 2025

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actuals</u>	<u>Variance</u>
Revenues				
Capital Contributions and Fees	\$ 3,965,740	\$ 3,965,740	\$ 3,015,021	\$ (950,719)
Investment Earnings	100,000	100,000	1,237,261	1,137,261
Intergovernmental	—	—	379,789	379,789
Total revenues	<u>4,065,740</u>	<u>4,065,740</u>	<u>4,632,071</u>	<u>566,331</u>
Expenditures				
Capital Outlay	<u>5,524,582</u>	<u>16,382,473</u>	<u>6,321,804</u>	<u>10,060,669</u>
Total expenditures	<u>5,524,582</u>	<u>16,382,473</u>	<u>6,321,804</u>	<u>10,060,669</u>
Excess (deficiency) of revenues over expenditures	(1,458,842)	(12,316,733)	(1,689,733)	10,627,000
Other financing sources (uses)				
Transfers in	<u>—</u>	<u>271,000</u>	<u>1,876,580</u>	<u>1,605,580</u>
Total other financing sources (uses) and special items	<u>—</u>	<u>271,000</u>	<u>1,876,580</u>	<u>1,605,580</u>
Net change in fund balances	(1,458,842)	(12,045,733)	186,847	12,232,580
Fund balances - beginning	<u>—</u>	<u>—</u>	<u>30,130,924</u>	<u>30,130,924</u>
Fund balances - ending	<u>\$ (1,458,842)</u>	<u>\$ (12,045,733)</u>	<u>\$ 30,317,771</u>	<u>\$ 42,363,504</u>

Town of Erie, Colorado
Parks Improvement Impact Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual
Year Ended December 31, 2025

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actuals</u>	<u>Variance</u>
Revenues				
Capital Contributions and Fees	\$ 1,550,940	\$ 1,550,940	\$ 1,456,406	\$ (94,534)
Investment Earnings	100,000	100,000	650,423	550,423
Total revenues	<u>1,650,940</u>	<u>1,650,940</u>	<u>2,106,829</u>	<u>455,889</u>
Expenditures				
Capital Outlay	\$ —	9,174,069	1,707,322	7,466,747
Total expenditures	<u>—</u>	<u>9,174,069</u>	<u>1,707,322</u>	<u>7,466,747</u>
Excess (deficiency) of revenues over expenditures	1,650,940	(7,523,129)	399,507	7,922,636
Net change in fund balances	1,650,940	(7,523,129)	399,507	7,922,636
Fund balances - beginning	<u>—</u>	<u>—</u>	<u>15,055,677</u>	<u>15,055,677</u>
Fund balances - ending	<u>\$ 1,650,940</u>	<u>\$ (7,523,129)</u>	<u>\$ 15,455,184</u>	<u>\$ 22,978,313</u>

Town of Erie, Colorado
Storm Drainage Impact Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual
Year Ended December 31, 2025

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actuals</u>	<u>Variance</u>
Revenues				
Capital Contributions and Fees	\$ 1,104,180	\$ 1,104,180	\$ 674,371	\$ (429,809)
Investment Earnings	20,000	20,000	432,292	412,292
Total revenues	<u>1,124,180</u>	<u>1,124,180</u>	<u>1,106,663</u>	<u>(17,517)</u>
Expenditures				
Capital Outlay	<u>2,936,500</u>	<u>4,376,500</u>	<u>204,133</u>	<u>4,172,367</u>
Total expenditures	<u>2,936,500</u>	<u>4,376,500</u>	<u>204,133</u>	<u>4,172,367</u>
Excess (deficiency) of revenues over expenditures	(1,812,320)	(3,252,320)	902,530	4,154,850
Net change in fund balances	(1,812,320)	(3,252,320)	902,530	4,154,850
Fund balances - beginning	—	—	10,082,415	10,082,415
Fund balances - ending	<u>\$ (1,812,320)</u>	<u>\$ (3,252,320)</u>	<u>\$ 10,984,945</u>	<u>\$ 14,237,265</u>

Town of Erie, Colorado
Tree Impact Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual
Year Ended December 31, 2025

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actuals</u>	<u>Variance</u>
Revenues				
Capital Contributions and Fees	\$ 198,000	\$ 198,000	\$ 127,800	\$ (70,200)
Investment Earnings	3,000	3,000	68,157	65,157
Total revenues	<u>201,000</u>	<u>201,000</u>	<u>195,957</u>	<u>(5,043)</u>
Expenditures				
Parks and Recreation	144,000	144,000	118,902	25,098
Capital Outlay	—	75,000	—	75,000
Total expenditures	<u>144,000</u>	<u>219,000</u>	<u>118,902</u>	<u>100,098</u>
Excess (deficiency) of revenues over expenditures	57,000	(18,000)	77,055	95,055
Net change in fund balances	57,000	(18,000)	77,055	95,055
Fund balances - beginning	—	—	1,620,151	1,620,151
Fund balances - ending	<u>\$ 57,000</u>	<u>\$ (18,000)</u>	<u>\$ 1,697,206</u>	<u>\$ 1,715,206</u>

Town of Erie, Colorado
Police Facilities Impact Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual
Year Ended December 31, 2025

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actuals</u>	<u>Variance</u>
Revenues				
Capital Contributions and Fees	\$ 434,100	\$ 434,100	\$ 253,513	\$ (180,587)
Investment Earnings	20,000	20,000	42,327	22,327
Total revenues	<u>454,100</u>	<u>454,100</u>	<u>295,840</u>	<u>(158,260)</u>
Expenditures				
Capital Outlay	35,518,368	39,266,850	1,439,299	37,827,551
Total expenditures	<u>35,518,368</u>	<u>39,266,850</u>	<u>1,439,299</u>	<u>37,827,551</u>
Excess (deficiency) of revenues over expenditures	(35,064,268)	(38,812,750)	(1,143,459)	37,669,291
Net change in fund balances	(35,064,268)	(38,812,750)	(1,143,459)	37,669,291
Fund balances - beginning	—	—	1,306,264	1,306,264
Fund balances - ending	<u>\$ (35,064,268)</u>	<u>\$ (38,812,750)</u>	<u>\$ 162,805</u>	<u>\$ 38,975,555</u>

Town of Erie, Colorado

Proprietary Funds

Schedules of Revenues, Expenses, and Changes in Fund Net Position – Budget and Actual (Non-GAAP Budgetary Basis)

This section presents combining and budgetary comparisons for the following funds:

- Water Fund
- Wastewater Fund
- Storm Drainage Operating
- Airport Fund

Town of Erie, Colorado
Combining Statement of Net Position
Nonmajor Proprietary Funds
December 31, 2025

	Business-type Activities	
	Airport Fund	Total Enterprise Nonmajor Funds
Assets		
Current Assets		
Pooled Cash and Investments	\$ 209,486	\$ 209,486
Receivables	12,777	12,777
Prepaid Items and Other Assets	105	105
Total current assets	222,368	222,368
Noncurrent assets		
Capital assets		
Construction in progress	1,394	1,394
Land and Water Rights	592,295	592,295
Buildings, Property and Equipment	8,542,401	8,542,401
Accumulated Depreciation	(4,641,076)	(4,641,076)
Total Capital Assets, Net	4,495,014	4,495,014
Total assets	4,717,382	4,717,382
Liabilities		
Current liabilities		
Accounts payable	53,968	53,968
Total current liabilities	53,968	53,968
Total liabilities	53,968	53,968
Net position		
Net investment in capital assets	4,495,013	4,495,013
Unrestricted	168,401	168,401
Total net position	\$ 4,663,414	\$ 4,663,414

Town of Erie, Colorado
Combining Statement of Revenues, Expenses, and Changes in Fund Net Position
Nonmajor Proprietary Funds
Year Ended December 31, 2025

	Business-type Activities	
	Airport Fund	Total Nonmajor Proprietary Funds
Operating revenues		
Charges for services	\$ 9,879	\$ 9,879
Total operating revenues	9,879	9,879
Operating expenses		
Operations and Maintenance	336,353	336,353
Depreciation	265,316	265,316
Total operating expenses	601,669	601,669
Operating income (loss)	(591,790)	(591,790)
Nonoperating revenues (expenses)		
Investment Earnings	69	69
Intergovernmental	18,742	18,742
Other Nonoperating Income	147,010	147,010
Total nonoperating revenues (expenses)	165,821	165,821
Income (loss) before transfers	(425,969)	(425,969)
Transfers		
Transfers in	212,989	212,989
Total transfers	212,989	212,989
Change in net position	(212,980)	(212,980)
Total net position - beginning	4,876,394	4,876,394
Total net position - ending	\$ 4,663,414	\$ 4,663,414

Town of Erie, Colorado
Nonmajor Proprietary Fund
Combining Statement of Cash Flows
December 31, 2025

	Business-type Activities	
	Airport Fund	Total Nonmajor Proprietary Funds
Cash flows from operating activities		
Receipts from customers and users	\$ 152,346	\$ 152,346
Payments to suppliers	(297,260)	(297,260)
Net cash provided by (used for) operating activities	(144,914)	(144,914)
Cash flows from non capital financing activities		
Grants received	1,325,727	1,325,727
Cash received on interfund borrowing	(1,024,331)	(1,024,331)
Transfer from other funds	212,989	212,989
Net cash provided by (used for) noncapital financing activities	514,385	514,385
Cash flows from capital and related financing activities		
Acquisition and construction of capital assets	(29,819)	(29,819)
Capital Assets Accounts Payable and Retainage Payable	(130,235)	(130,235)
Net cash provided by (used for) capital and related financing activities	(160,054)	(160,054)
Cash flows from investing activities		
Earnings on investments	69	69
Net cash provided by (used for) investing activities	69	69
Net increase (decrease) in pooled cash and investments	209,486	209,486
Pooled Cash and Investments - beginning of the year	—	—
Pooled Cash and Investments - end of the year	\$ 209,486	\$ 209,486
Reconciliation of operating income(loss to net cash provided (used) by operating activities:		
Operating income (loss)	(591,790)	(591,790)
Adjustments to reconcile operating income to net cash provided (used) by operating activities:		
Depreciation	265,316	265,316
Other income	147,010	147,010
Net adjustments to reconcile operating income to net cash provided (used) by operating activities	412,326	412,326
Change in assets and liabilities:		
Receivables	(4,543)	(4,543)
Prepaid Items	(105)	(105)
Accounts payable	39,198	39,198
Net change in assets and liabilities	34,550	34,550
Net cash from operating activities	\$ (144,914)	\$ (144,914)

Town of Erie, Colorado
Water Fund
Schedule of Revenues, Expenses, and Changes in Net Position - Budget and Actual
Year Ended December 31, 2025
(Non-GAAP Budgetary Basis)

	Original Budget	Final Budget	Actuals	Variance With Final Budget Positive (Negative)
Revenues				
Charges for services	\$ 13,281,000	\$ 13,281,000	\$ 14,900,732	\$ 1,619,732
Capital Contributions and Fees	17,467,800	17,467,800	14,161,087	(3,306,713)
Investment Earnings	527,000	527,000	5,505,955	4,978,955
Miscellaneous	10,000	10,000	319,578	309,578
Total Revenues	31,285,800	31,285,800	34,887,352	3,601,552
Expenses				
Personnel Services	2,644,169	2,563,238	2,389,267	173,971
Operations and Maintenance	8,506,037	8,533,938	6,918,867	1,615,071
Capital Outlay	53,702,836	133,815,682	19,271,055	114,544,627
Debt Related Expenses				
Principal Payments	127,242	316,155	2,352,227	(2,036,072)
Interest Expense	—	—	1,277,069	(1,277,069)
Total Expenses	64,980,284	145,229,013	32,208,485	113,020,528
Income (loss) before other financing sources (uses)	(33,694,484)	(113,943,213)	2,678,867	116,622,080
Other Financing Sources (Uses)				
Transfers in	—	69,443	—	(69,443)
Total Other Financing Sources (Uses)	—	69,443	—	(69,443)
Changes in Net Position - Budget Basis	(33,694,484)	(113,873,770)	2,678,867	116,552,637
Reconciliation to GAAP Basis				
Bond Principal Payments			2,352,227	
Change in Accrued Interest Payable			11,916	
Change in Compensated Absences Payable			(87,307)	
Developer Contributions			1,446,148	
Capital Outlay			19,271,055	
Depreciation and Amortization			(5,261,445)	
Change in Net Position - GAAP Basis			17,732,594	
Net position - beginning			362,844,974	
Net position - ending			\$ 383,256,435	

Town of Erie, Colorado
Wastewater Fund
Schedule of Revenues, Expenses, and Changes in Net Position - Budget and Actual
Year Ended December 31, 2025
(Non-GAAP Budgetary Basis)

	Original Budget	Final Budget	Actuals	Variance With Final Budget Positive (Negative)
Revenues				
Charges for services	\$ 6,530,000	\$ 6,530,000	\$ 7,497,616	\$ 967,616
Capital Contributions and Fees	5,394,000	5,394,000	3,764,012	(1,629,988)
Investment Earnings	200,000	200,000	1,671,517	1,471,517
Miscellaneous	—	—	15	15
Total Revenues	12,124,000	12,124,000	12,933,160	809,160
Expenses				
Personnel Services	1,311,298	1,426,239	1,426,128	111
Operations and Maintenance	4,380,482	4,424,676	3,324,808	1,099,868
Capital Outlay	3,348,631	19,129,259	3,174,862	15,954,397
Debt Related Expenses				
Principal Payments	8,565	36,324	808,463	(772,139)
Interest Expense	—	—	533,249	(533,249)
Total Expenses	9,048,976	25,016,498	9,267,510	15,748,988
Income (loss) before other financing sources (uses)	3,075,024	(12,892,498)	3,665,650	16,558,148
Changes in Net Position - Budget Basis	3,075,024	(12,892,498)	3,665,650	16,558,148
Reconciliation to GAAP Basis				
Principal Payments			808,463	
Change in Accrued Interest Payable			2,866	
Change in Compensated Absences Payable			(51,099)	
Developer Contributions			895,439	
Capital Outlay			3,174,862	
Depreciation and Amortization			(3,308,871)	
Change in Net Position - GAAP Basis			1,521,660	
Net position - beginning			125,033,384	
Net position - ending			\$ 130,220,694	

Town of Erie, Colorado
Storm Drainage Operating Fund
Schedule of Revenues, Expenses, and Changes in Net Position - Budget and Actual
Year Ended December 31, 2025
(Non-GAAP Budgetary Basis)

	Original Budget	Final Budget	Actuals	Variance With Final Budget Positive (Negative)
Revenues				
Charges for services	\$ 1,937,000	\$ 1,937,000	\$ 2,267,391	\$ 330,391
Intergovernmental	—	—	673,295	673,295
Investment Earnings	22,809	22,809	48,984	26,175
Miscellaneous	—	—	867	867
Total Revenues	1,959,809	1,959,809	2,990,537	1,030,728
Expenses				
Personnel Services	814,604	837,804	842,566	(4,762)
Operations and Maintenance	1,632,670	1,357,670	672,997	684,673
Capital Outlay	4,294,483	10,156,080	3,151,353	7,004,727
Debt Related Expenses				
Principal Payments	11,022	34,137	31,378	2,759
Interest Expense	—	—	9,961	(9,961)
Total Expenses	6,752,779	12,385,691	4,708,255	7,677,436
Other Financing Sources (Uses)				
Proceeds on Sale of Capital Assets	—	—	18,500	18,500
Total Other Financing Sources (Uses)	—	—	18,500	18,500
Changes in Net Position - Budget Basis	(4,792,970)	(10,425,882)	(1,699,218)	8,726,664
Reconciliation to GAAP Basis				
Principal Payments			31,378	
Change in Accrued Interest Payable			220	
Change in Compensated Absences Payable			(20,589)	
Developer Contributions			1,170,848	
Capital Outlay			3,151,353	
Depreciation and Amortization			(1,500,821)	
Change in Net Position - GAAP Basis			2,832,389	
Net position - beginning			63,349,828	
Net position - ending			\$ 64,482,999	

Town of Erie, Colorado
Airport Fund
Schedule of Revenues, Expenses, and Changes in Net Position - Budget and Actual
Year Ended December 31, 2025
(Non-GAAP Budgetary Basis)

	Original Budget	Final Budget	Actuals	Variance With Final Budget Positive (Negative)
Revenues				
Charges for services	\$ 5,250	\$ 5,250	\$ 9,879	\$ 4,629
Intergovernmental	—	—	18,742	18,742
Investment Earnings	525	525	69	(456)
Miscellaneous	175,073	175,073	147,010	(28,063)
Total Revenues	180,848	180,848	175,700	(5,148)
Expenses				
Operations and Maintenance	485,390	485,390	336,353	149,037
Capital Outlay	50,000	182,389	29,820	152,569
Total Expenses	535,390	667,779	366,173	301,606
Other Financing Sources (Uses)				
Transfers In	310,697	317,292	212,989	(104,303)
Total Other Financing Sources (Uses)	310,697	317,292	212,989	(104,303)
Changes in Net Position - Budget Basis	(43,845)	(169,639)	22,516	192,155
Reconciliation to GAAP Basis				
Capital Outlay			29,820	
Depreciation and Amortization			(265,316)	
Change in Net Position - GAAP Basis			(235,496)	
Net position - beginning			4,876,394	
Net position - ending			\$ 4,663,414	

Statistical Section

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TOWN OF ERIE, COLORADO
NET POSITION BY COMPONENT
LAST TEN YEARS
(ACCRUAL BASIS OF ACCOUNTING)

	2016	2017	2018	2019	2020	2021	2022 (1)	2023 (2)	2024 (3)	2025
Governmental Activities:										
Net Investment in Capital Assets	\$91,829,234	\$104,366,825	\$122,702,339	\$144,757,342	\$153,586,231	\$164,363,793	\$184,876,753	\$232,640,304	\$258,536,275	\$277,938,893
Restricted	20,657,054	26,561,257	32,617,869	32,768,998	46,605,118	61,250,141	71,344,789	77,620,942	113,087,918	84,632,845
Unrestricted	9,812,424	16,619,107	18,012,077	27,144,985	34,479,339	39,515,991	42,088,033	50,555,653	25,847,822	48,635,747
Total Governmental Activities Net Position	<u>\$122,298,712</u>	<u>\$147,547,189</u>	<u>\$173,332,285</u>	<u>\$204,671,325</u>	<u>\$234,670,688</u>	<u>\$265,129,925</u>	<u>\$298,309,575</u>	<u>\$360,816,899</u>	<u>\$397,472,015</u>	<u>\$411,207,485</u>
Business-Type Activities:										
Net Investment in Capital Assets	\$161,759,392	\$190,333,252	\$199,949,037	\$223,256,751	\$244,297,057	\$277,608,597	\$301,984,842	\$347,534,533	\$380,154,786	\$402,312,962
Restricted	1,183,031	786,000	824,000	856,000	878,650	794,198	1,069,630	1,432,725	931,064	968,410
Unrestricted	45,517,350	46,221,528	70,305,325	91,797,796	99,686,616	113,229,889	127,411,291	142,617,181	175,018,730	179,342,170
Total Business-Type Activities Net Position	<u>\$208,459,773</u>	<u>\$237,340,780</u>	<u>\$271,078,362</u>	<u>\$315,910,547</u>	<u>\$344,862,323</u>	<u>\$391,632,684</u>	<u>\$430,465,763</u>	<u>\$491,584,439</u>	<u>\$556,104,580</u>	<u>\$582,623,542</u>
Primary Government:										
Net Investment in Capital Assets	\$253,588,626	\$294,700,077	\$322,651,376	\$368,014,093	\$397,883,288	\$441,972,390	\$486,861,595	\$580,174,837	\$638,691,061	\$680,251,855
Restricted	21,840,085	27,347,257	33,441,869	33,624,998	47,483,768	62,044,339	72,414,419	79,053,667	114,018,982	85,601,255
Unrestricted	55,329,774	62,840,635	88,317,402	118,942,781	134,165,955	152,745,880	169,499,324	193,172,834	200,866,552	227,977,917
Total Primary Government Net Position	<u>\$330,708,480</u>	<u>\$384,897,969</u>	<u>\$444,410,647</u>	<u>\$520,581,972</u>	<u>\$579,633,011</u>	<u>\$658,762,609</u>	<u>\$728,775,338</u>	<u>\$852,401,338</u>	<u>\$953,576,589</u>	<u>\$993,831,027</u>

Source: Town of Erie Finance Department (1) In 2022 the Town implemented GASB 87, which provides for the recognition of certain lease related amounts. Prior year amounts were not restated. (2) In 2023 the Town implemented GASB 96, which provides for the recognition of certain subscription-based technology agreement amounts. Prior year amounts were not restated. (3) In 2024 the Town implemented GASB 101, which provides for the recognition of certain compensated absence amounts. Prior year amounts were not restated.

TOWN OF ERIE, COLORADO
CHANGES IN NET POSITION
LAST TEN YEARS
(ACCRUAL BASIS OF ACCOUNTING)

EXPENSES	2016	2017	2018	2019	2020	2021	2022 (1)	2023 (2)	2024 (3)	2025
Governmental Activities:										
General Government	\$3,624,195	\$4,601,379	\$6,372,190	\$10,886,195	\$10,512,723	\$8,351,209	\$13,281,516	\$16,465,989	\$23,500,908	\$24,437,279
Public Safety	3,564,444	3,911,466	4,125,915	5,322,831	5,599,006	6,994,602	8,542,802	9,778,482	10,125,655	11,154,694
Public Works	5,129,083	5,566,858	5,912,042	7,054,349	3,362,722	8,088,311	11,180,655	12,769,086	17,007,807	15,900,917
Parks and Recreation	6,478,449	7,106,468	7,658,937	8,619,341	6,261,294	9,293,615	11,110,189	13,188,269	15,172,873	16,248,576
Interest on Long-Term Debt	657,411	604,011	547,591	491,020	346,189	422,809	558,517	563,325	585,760	598,955
Total Governmental Activities Expenses	19,453,582	21,790,182	24,616,675	32,373,736	26,081,934	33,150,546	44,673,679	52,765,151	66,393,003	68,340,421
Business-Type Activities:										
Water	9,605,720	9,263,291	10,127,032	10,552,481	12,299,401	11,826,645	12,643,055	13,181,879	15,261,761	15,922,039
Wastewater	4,886,037	5,001,576	5,405,865	5,789,508	6,044,230	5,372,301	5,927,439	7,190,086	7,170,155	8,641,289
Storm Drainage	932,686	809,794	1,075,170	1,235,057	2,111,400	1,506,412	1,675,517	1,932,205	2,721,229	3,046,714
Airport	307,283	668,087	289,865	313,934	358,135	323,670	312,615	287,505	641,277	601,669
Housing Authority	116,252	335,939	-	-	-	-	-	-	-	-
Total Business-Type Activities Expenses	15,847,978	16,078,687	16,897,932	17,890,980	20,813,166	19,029,028	20,558,626	22,591,675	25,794,422	28,211,711
Total Primary Government Expenses	35,301,560	37,868,869	41,514,607	50,264,716	46,895,100	52,179,574	65,232,305	75,356,826	92,187,425	96,552,132
PROGRAM REVENUES										
Governmental Activities:										
Charges for Services:										
General Government	1,952,378	2,169,570	3,561,877	2,683,426	2,235,795	3,227,872	6,633,468	8,138,575	9,804,258	8,438,588
Public Safety	299,055	268,853	275,835	364,421	251,347	240,420	176,163	141,988	155,566	181,233
Public Works	2,411,375	3,178,241	2,720,956	2,871,912	2,704,752	3,544,739	3,723,357	3,154,201	3,491,616	3,610,743
Parks and Recreation	2,018,464	2,089,718	2,199,954	2,263,602	1,547,175	1,852,950	2,485,001	3,033,505	3,468,117	3,691,286
Operating Grants and Contributions	1,198,439	1,249,172	1,489,061	1,642,223	2,789,977	2,040,396	3,710,369	7,637,059	7,372,835	3,629,666
Capital Grants and Contributions	9,605,770	22,013,219	16,667,704	27,251,399	15,376,327	20,550,338	21,251,804	40,977,210	23,300,403	8,507,898
Total Governmental Activities Program Revenues	17,485,481	30,968,773	26,915,387	37,076,983	24,905,373	31,456,715	37,980,162	63,082,538	47,592,795	28,059,414
Business-Type Activities:										
Charges for Services:										
Water	8,278,284	9,044,664	10,251,306	10,429,799	12,654,777	12,325,727	13,193,795	11,571,276	15,060,859	14,900,732
Wastewater	4,320,614	4,439,911	5,096,131	5,486,900	5,806,390	6,067,831	6,470,593	6,800,914	7,309,219	7,497,616
Storm Drainage	660,450	795,580	1,146,469	1,513,384	1,611,680	1,655,485	1,787,794	1,905,894	2,012,442	2,267,391
Other Activities	89,736	21,928	8,475	10,027	5,690	4,938	4,847	6,507	5,812	9,879
Operating Grants and Contributions	20,190	346,239	14,644	15,000	80,642	53,850	-	-	1,764,151	692,037
Capital Grants and Contributions	24,893,959	28,156,435	32,299,315	42,523,477	28,341,075	42,841,773	36,940,393	56,509,170	56,347,623	21,437,534
Total Business-Type Activities Program Revenues	38,263,233	42,804,757	48,816,340	59,978,587	48,500,254	62,949,604	58,397,422	76,793,761	82,500,106	46,805,189
Total Primary Government Program Revenues	55,748,714	73,773,530	75,731,727	97,055,570	73,405,627	94,406,319	96,377,584	139,876,299	130,092,901	74,864,603

Source: Town of Erie Finance Department (1) In 2022 the Town implemented GASB 87, which provides for the recognition of certain lease related amounts. Prior year amounts were not restated. (2) In 2023 the Town implemented GASB 96, which provides for the recognition of certain subscription-based technology agreement amounts. Prior year amounts were not restated. (3) In 2024 the Town implemented GASB 101, which provides for the recognition of certain compensated absence amounts. Prior year amounts were not restated.

TOWN OF ERIE, COLORADO
CHANGES IN NET POSITION (CONTINUED)
LAST TEN YEARS
(ACCRUAL BASIS OF ACCOUNTING)

NET REVENUE (EXPENSE)	2016	2017	2018	2019	2020	2021	2022 (1)	2023 (2)	2024 (3)	2025
Governmental Activities	\$ (1,968,101)	\$ 9,178,591	\$ 2,298,712	\$ 4,703,247	\$ (1,176,561)	\$ (1,693,831)	\$ (6,693,517)	\$ 10,317,387	\$ (18,800,238)	\$ (40,281,007)
Business-Type Activities	22,415,255	26,726,070	31,918,408	42,087,607	27,687,088	43,920,576	37,838,796	54,202,086	56,705,684	18,593,478
Total Primary Government Net Revenue (Expense)	20,447,154	35,904,661	34,217,120	46,790,854	26,510,527	42,226,745	31,145,279	64,519,473	37,905,446	(21,687,529)
GENERAL REVENUES AND OTHER CHANGES IN NET POSITION										
Governmental Activities:										
Taxes	14,336,443	18,033,869	21,047,896	23,751,202	28,270,838	33,628,011	36,721,257	41,109,718	47,203,515	45,519,972
Intergovernmental	91,578	78,323	128,227	291,898	-	-	-	-	-	-
Investment Earnings	201,007	376,733	925,222	1,411,789	817,090	(47,759)	841,978	6,196,019	6,528,494	5,945,357
Other Miscellaneous	403,763	258,643	1,293,000	1,180,904	2,087,996	1,359,217	2,415,198	5,136,540	1,963,345	2,764,137
Transfers In/Out	(33,719)	(3,207,559)	-	-	-	(2,786,401)	(12,037)	(252,340)	(240,000)	(212,989)
Total Governmental Activities	14,999,072	15,540,009	23,394,345	26,635,793	31,175,924	32,153,068	39,966,396	52,189,937	55,455,354	54,016,477
Business-Type Activities:										
Investment Earnings	252,507	477,847	1,131,438	2,080,168	1,201,192	(70,430)	851,660	6,543,125	7,292,868	7,226,525
Other Miscellaneous	121,267	176,374	132,472	664,410	63,496	133,814	139,358	121,125	281,589	485,970
Transfers In/Out	33,719	3,207,559	-	-	-	2,786,401	12,037	252,340	240,000	212,989
Total Business-Type Activities	407,493	3,861,780	1,263,910	2,744,578	1,264,688	2,849,785	1,003,055	6,916,590	7,814,457	7,925,484
Total Primary Government General Revenue and Other Changes in Net Position	15,406,565	19,401,789	24,658,255	29,380,371	32,440,612	35,002,853	40,969,451	59,106,527	63,269,811	61,941,961
CHANGES IN NET POSITION										
Governmental Activities	13,030,971	24,718,600	25,693,057	31,339,040	29,999,363	30,459,237	33,272,878	62,507,324	36,655,116	13,735,470
Business-Type Activities	22,822,748	30,587,850	33,182,318	44,832,185	28,951,776	46,770,361	38,841,851	61,118,676	64,520,141	26,518,962
Total Primary Government Changes in Net Position	\$35,853,719	\$55,306,450	\$58,875,375	\$76,171,225	\$58,951,139	\$77,229,598	\$72,114,729	\$123,626,000	\$101,175,257	40,254,432

Source: Town of Erie Finance Department (1) In 2022 the Town implemented GASB 87, which provides for the recognition of certain lease related amounts. Prior year amounts were not restated. (2) In 2023 the Town implemented GASB 96, which provides for the recognition of certain subscription-based technology agreement amounts. Prior year amounts were not restated. (3) In 2024 the Town implemented GASB 101, which provides for the recognition of certain compensated absence amounts. Prior year amounts were not restated.

TOWN OF ERIE, COLORADO
FUND BALANCES - GOVERNMENTAL FUNDS
LAST TEN YEARS
(MODIFIED ACCRUAL BASIS OF ACCOUNTING)

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
General Fund:										
Nonspendable	\$ 5,563,854	\$ 5,654,209	\$ 5,978,897	\$ 3,947,450	\$ 3,953,617	\$ 1,546,198	\$ 1,940,270	\$ 854,514	\$ 1,440,965	\$ 1,820,434
Restricted	4,894,278	4,854,795	4,015,815	4,090,611	3,854,025	3,387,859	4,304,120	4,788,480	4,976,717	2,131,729
Assigned	250,058	230,835	253,913	1,428,579	919,618	2,587,676	3,491,184	4,575,086	3,330,708	845,170
Unassigned	9,824,378	16,020,667	17,436,060	20,670,166	29,013,058	40,190,862	39,019,318	42,780,035	20,445,801	22,254,826
Total General Fund	<u>\$20,532,568</u>	<u>\$26,760,506</u>	<u>\$27,684,685</u>	<u>\$30,136,806</u>	<u>\$37,740,318</u>	<u>\$47,712,595</u>	<u>\$48,754,892</u>	<u>\$52,998,115</u>	<u>\$ 30,194,191</u>	<u>\$ 27,052,159</u>
All Other Governmental Funds:										
Restricted	15,199,524	21,172,707	28,110,032	28,678,387	42,539,370	57,029,714	68,435,343	76,275,573	109,443,750	82,686,087
Committed	141,528	172,047	204,434	236,823	259,622	277,235	309,838	386,949	449,878	24,590,043
Unassigned	(5,382,532)	(5,656,411)	(6,009,697)	(4,255,864)	(574,264)	(1,523,852)	(2,403,788)	(824,414)	(2,723,486)	(3,828,738)
Total All Other Governmental Funds	<u>\$ 9,958,520</u>	<u>\$15,688,343</u>	<u>\$22,304,769</u>	<u>\$24,659,346</u>	<u>\$42,224,728</u>	<u>\$55,783,097</u>	<u>\$66,341,393</u>	<u>\$75,838,108</u>	<u>\$107,170,142</u>	<u>\$103,447,392</u>

Source: Town of Erie Finance Department

TOWN OF ERIE, COLORADO
CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS
LAST TEN YEARS
(MODIFIED ACCRUAL BASIS OF ACCOUNTING)

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
REVENUES										
Taxes	\$14,336,443	\$18,033,869	\$21,047,896	\$23,751,202	\$28,270,838	\$33,628,011	\$36,721,257	\$41,109,718	\$47,203,515	\$45,519,972
Intergovernmental	1,540,723	1,542,503	1,639,812	1,934,122	2,809,865	2,567,529	4,601,995	6,665,433	6,015,243	4,762,381
Licenses and Permits	2,209,044	2,837,483	3,699,178	2,849,759	2,674,326	4,211,015	3,618,380	3,752,246	5,166,712	2,772,715
Charges for Services	4,173,172	4,600,046	4,783,608	4,969,182	3,270,758	4,437,492	9,223,446	10,574,035	11,597,215	12,967,902
Fines and Forfeitures	299,055	268,853	275,835	364,421	251,347	240,420	176,163	141,988	155,566	181,233
Capital Contributions and Fees	4,432,454	8,943,896	9,377,666	9,852,885	17,070,945	16,795,257	13,737,708	13,366,770	13,571,478	7,627,829
Investment Earnings	201,007	376,732	925,222	1,411,789	817,090	(46,726)	841,978	6,196,019	6,528,494	5,945,357
Miscellaneous	303,042	555,948	769,663	577,803	907,633	1,048,686	1,140,303	1,311,384	1,662,083	1,118,823
Total Revenues	<u>27,494,940</u>	<u>37,159,330</u>	<u>42,518,880</u>	<u>45,711,163</u>	<u>56,072,802</u>	<u>62,881,684</u>	<u>70,081,230</u>	<u>85,117,593</u>	<u>91,900,306</u>	<u>80,896,212</u>
EXPENDITURES										
General Government	3,380,139	4,632,833	6,007,314	6,917,391	7,427,255	7,662,750	12,628,081	16,003,466	21,830,439	21,342,608
Public Safety	3,244,415	3,482,081	4,041,846	5,029,328	5,599,006	6,508,152	8,031,047	9,166,237	9,812,755	10,669,863
Public Works	2,980,586	2,991,570	3,028,797	3,429,778	3,234,109	4,309,441	7,196,959	8,328,128	11,779,739	10,228,934
Parks and Recreation	4,851,857	5,152,725	5,385,752	6,151,623	6,136,766	7,268,714	9,001,320	10,522,693	11,993,090	13,202,570
Capital Outlay	9,299,339	4,504,128	15,251,967	17,267,957	8,122,463	13,793,968	20,061,521	27,894,465	26,414,638	30,047,785
Debt Service:										
Principal	1,225,393	1,281,999	1,302,230	964,080	1,000,000	1,025,000	1,090,442	1,243,646	1,674,658	1,681,168
Interest	697,864	645,055	588,833	531,867	494,563	489,216	591,863	549,883	511,016	475,217
Bond Issuance Costs	-	-	-	-	-	158,470	1,025	-	-	-
Total Expenditures	<u>25,679,593</u>	<u>22,690,391</u>	<u>35,606,739</u>	<u>40,292,024</u>	<u>32,014,162</u>	<u>41,215,711</u>	<u>58,602,258</u>	<u>73,708,518</u>	<u>84,016,335</u>	<u>87,648,145</u>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	1,815,347	14,468,939	6,912,141	5,419,139	24,058,640	21,665,973	11,458,972	11,409,075	7,883,971	(6,751,933)
OTHER FINANCING SOURCES (USES)										
Transfers In	657,893	328,700	350,064	3,015,000	-	1,263,303	462,919	2,038,284	27,000,000	9,346,050
Transfers Out	(691,612)	(3,536,259)	(350,064)	(4,265,000)	-	(4,383,063)	(1,174,956)	(3,757,405)	(27,240,000)	(11,892,435)
Leases and SBITAs	-	-	-	34,462	-	4,018,000	88,811	332,028	723,533	858,354
Proceeds from Sale of Capital Assets	28,305	105,000	352,091	49,404	1,089,359	1,083,872	516,903	120,843	96,889	813,538
Insurance Recoveries	72,421	33,333	139,187	77,193	20,895	12,918	117,587	3,597,113	63,717	761,644
Proceeds from Litigation Settlements	-	-	45,147	476,500	-	-	-	-	-	-
Total Other Financing Sources (Uses)	<u>67,007</u>	<u>(3,069,226)</u>	<u>536,425</u>	<u>(612,441)</u>	<u>1,110,254</u>	<u>1,995,030</u>	<u>11,264</u>	<u>2,330,863</u>	<u>644,139</u>	<u>(112,849)</u>
NET CHANGES IN FUND BALANCES	<u>\$ 1,882,354</u>	<u>\$11,399,713</u>	<u>\$ 7,448,066</u>	<u>\$ 4,806,698</u>	<u>\$25,168,894</u>	<u>\$23,661,003</u>	<u>\$11,470,236</u>	<u>\$13,739,938</u>	<u>\$ 8,528,110</u>	<u>\$6,864,782</u>
Debt Service as a Percentage of Noncapital Expenditures	11.74%	10.60%	9.29%	6.50%	6.26%	5.52%	4.37%	3.91%	3.79%	3.74%

Source: Town of Erie Finance Department

**TOWN OF ERIE, COLORADO
TAX REVENUES BY SOURCE
LAST TEN YEARS**

Year	Property Tax	Sales Tax	Use Tax	Franchise Fees	Specific Ownership Tax	Total
2016	\$ 5,019,474	\$ 5,501,497	\$ 2,799,247	\$ 749,480	\$ 266,745	\$ 14,336,443
2017	5,403,174	8,577,175	2,912,918	815,245	325,357	18,033,869
2018	6,337,412	10,014,132	3,475,026	861,850	359,476	21,047,896
2019	7,318,677	11,316,593	3,804,826	929,733	381,373	23,751,202
2020	11,005,008	14,325,821	2,809,036	954,990	359,543	29,454,398
2021	9,649,826	17,397,657	5,155,049	1,047,336	378,143	33,628,011
2022	10,199,933	19,983,396	4,898,980	1,218,424	420,524	36,721,257
2023	9,387,986	21,647,034	7,185,724	1,246,032	368,576	39,835,352
2024	12,790,073	24,604,400	8,128,188	1,286,116	394,736	47,203,513
2025	13,078,342	26,905,094	3,745,552	1,354,738	436,246	45,519,972

Source: Town of Erie Finance Department

TOWN OF ERIE, COLORADO
ASSESSED AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY
LAST TEN YEARS

Boulder County							
Year(1)	Residential Property	Commercial Property	Vacant Land	Other	Less: Tax Exempt Real Property	Total Taxable Assessed Value	Total Taxable Actual Value
2016	\$ 97,235,515	\$ 9,220,302	\$ 13,490,705	\$ 13,883,022	\$ 5,097,508	\$ 128,732,036	\$ 1,321,949,675
2017	104,059,150	9,165,292	11,683,177	11,435,241	5,323,021	131,019,839	1,398,000,738
2018	115,094,833	10,156,615	18,400,076	12,400,193	5,531,996	150,519,721	1,718,471,789
2019	124,435,480	10,233,474	21,345,831	17,825,107	9,991,034	163,848,858	1,859,592,069
2020	145,487,054	10,500,582	13,000,560	19,485,057	11,301,389	177,171,864	2,142,183,152
2021	157,894,830	10,191,927	8,464,834	20,037,054	11,557,060	185,031,585	2,301,244,980
2022	181,259,054	10,171,822	14,725,589	20,251,761	11,566,772	214,841,454	2,650,578,208
2023	190,940,874	11,808,344	22,145,999	20,671,346	12,217,221	233,349,342	2,892,816,968
2024	255,613,855	19,526,482	22,642,744	11,029,598	52,914,438	308,812,679	4,278,502,986
2025	268,452,299	21,506,059	14,376,200	10,727,224	52,944,296	315,061,782	4,466,341,011

TOWN OF ERIE, COLORADO
ASSESSED AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY (CONTINUED)
LAST TEN YEARS

Weld County							
Year(1)	Residential Property	Commercial Property	Vacant Land	Other	Less: Tax Exempt Real Property	Total Taxable Assessed Value	Total Taxable Actual Value
2016	\$ 111,653,120	\$ 19,459,280	\$ 4,527,990	\$ 47,749,940	\$ 22,414,960	\$ 160,975,370	\$ 1,532,172,186
2017	114,999,210	20,798,020	4,142,940	36,049,340	22,921,780	153,067,730	1,564,789,993
2018	130,164,270	29,902,290	5,512,400	38,221,720	23,990,010	179,810,670	1,969,952,922
2019	134,773,700	32,511,630	7,941,930	80,171,320	27,254,860	228,143,720	2,096,626,349
2020	155,698,557	46,363,400	11,315,580	171,617,860	35,369,280	349,626,117	2,566,839,330
2021	168,252,811	48,656,690	7,215,250	143,087,350	38,982,460	328,229,641	2,704,195,863
2022	194,905,510	58,200,590	9,291,910	91,067,690	42,343,670	311,122,030	3,058,539,448
2023	229,754,570	61,034,770	10,397,610	115,463,193	45,625,733	371,024,410	3,237,859,553
2024	291,795,300	76,574,030	16,599,460	74,256,900	56,597,650	459,225,690	4,821,462,645
2025	353,681,700	86,642,590	15,997,890	39,887,840	57,986,800	496,210,020	6,141,083,258

Boulder County and Weld County				
Year(1)	Grand Total Assessed Taxable Value	Grand Total Actual Taxable Value	Assessed Value as a Percentage of Actual Value	Total Direct Tax Rate
2016	\$ 289,707,406	\$ 2,854,121,861	10.15%	16.419
2017	284,087,569	2,962,790,731	9.59	16.548
2018	330,330,391	3,688,424,711	8.96	15.800
2019	391,992,578	3,956,218,418	9.91	15.090
2020	526,797,981	4,709,022,482	11.19	14.122
2021	513,261,226	5,005,440,843	10.25	14.187
2022	525,963,484	5,709,117,656	9.21	14.137
2023	604,373,752	6,130,676,521	9.86	13.909
2024	768,038,369	9,099,965,631	8.44	13.381
2025	811,271,802	10,607,424,269	7.65	13.382

Sources: Boulder County Assessor's Office
Weld County Assessor's Office

(1) Taxes for the year assessed are collected in the following year. For example: Taxes assessed for 2024 will be collected in the 2025 calendar year.

TOWN OF ERIE, COLORADO
PRINCIPAL PROPERTY TAXPAYERS - BOULDER COUNTY
CURRENT YEAR AND NINE YEARS AGO

Taxpayer	2025			2016		
	Taxable Assessed Value	Rank	Percentage of Total Taxable Assessed Value	Taxable Assessed Value	Rank	Percentage of Total Taxable Assessed Value
EQR-Nine Mile LLC	\$ 13,111,422	1	4.16%	\$ -	-	- %
KB Home Colorado Inc	11,814,565	2	3.75	-	-	-
Richmond American Homes of Colorado Inc	8,192,281	3	2.60	-	-	-
Toll Southwest LLC	7,074,454	4	2.25	-	-	-
Century Land Holdings LLC	7,067,473	5	2.24	-	-	-
Dillon Companies Inc	7,043,598	6	2.24	-	-	-
Public Service CO of Colorado - Xcel	6,426,284	7	2.04	3,455,376	1	2.68
Lowes Home Centers LLC	6,410,070	8	2.03	-	-	-
CL Nine Mile Corner Co LLC	5,716,474	9	1.81	-	-	-
Arapahoe Ridge Property LLC	5,248,466	10	1.67	-	-	-
Encana Oil & Gas (USA) Inc.	-	-	-	2,882,094	2	2.24
Meritage Homes of Colorado Inc.	-	-	-	2,869,440	3	2.23
Arapahoe Ridge Retail Center LLC	-	-	-	2,721,464	4	2.11
JMJC Eleven LLC	-	-	-	2,092,732	5	1.63
Bayou Development Corp.	-	-	-	1,783,159	6	1.39
Lennar Colorado LLC	-	-	-	1,621,496	7	1.26
Melody Homes Inc.	-	-	-	1,206,008	8	0.94
Standard Pacific of Colorado Inc.	-	-	-	1,189,928	9	0.92
Orchsner Legacy Trust	-	-	-	1,100,490	10	0.85
Total	\$ 78,105,087		24.79%	\$ 20,922,187		16.25%

Source: Boulder County Assessor's Office

TOWN OF ERIE, COLORADO
PRINCIPAL PROPERTY TAXPAYERS - WELD COUNTY
CURRENT YEAR AND NINE YEARS AGO

Taxpayer	2025			2016		
	Taxable	Rank	Percentage of	Taxable	Rank	Percentage of
	Assessed Value		Total Taxable Assessed Value	Assessed Value		Total Taxable Assessed Value
Crestone Peak Resources LLC	\$ 20,873,220	1	4.20%	\$ -	-	- %
Colliers Hill Re LLC	5,699,920	2	1.15			
Dillon Companies Inc	5,275,930	3	1.06	-	-	-
Kerr-McGee Gathering LLC	5,239,800	4	1.06	3,188,040	3	1.98
Public Service CO of Colorado (Xcel)	4,308,070	5	0.87	1,466,390	6	0.91
UC Erie Commons LLC	4,039,180	6	0.81	-	-	-
Park Homes LLC	3,919,030	7	0.79	-	-	-
United Power Inc	3,573,390	8	0.72	-	-	-
Erie Land Company LLC	3,263,830	9	0.66	-	-	-
NSA Property Holdings LLC	2,135,700	10	0.43	-	-	-
Encana Oil & Gas (USA) Inc.	-	-	-	9,304,010	1	5.78
Kerr-McGee Oil & Gas Onshore LP	-	-	-	6,054,110	2	3.76
Synergy Resources Corp.	-	-	-	1,640,590	4	1.02
Waste Connections Inc.	-	-	-	1,560,510	5	0.97
Colorado National Golf Club LLC	-	-	-	1,064,660	7	0.66
Erie Commons Commercial Partners LLC	-	-	-	1,062,990	8	0.66
Noble Energy Inc.	-	-	-	805,430	9	0.50
Family Investments LLC	-	-	-	689,450	10	0.43
Total	\$ 58,328,070		11.75%	\$ 26,836,180		16.67%

Source: Weld County Assessor's Office

TOWN OF ERIE, COLORADO

PROPERTY TAX LEVY FROM DIRECT AND OVERLAPPING GOVERNMENTS

LAST TEN YEARS

Boulder County

Year	Town of Erie				St. Vrain	Boulder	Mountain View	Northern Colorado	Urban Drainage				
					Valley	Valley	Fire	Water	and	High			
	General	Obligation	Natural	Total	Boulder	School	School	Protection	Conservation	Flood	Plains	Metro	(Range)
	Operating	Bonds	Areas	Direct	County	District	District	District	District	District	Library	Districts (2)	Total
	Rates (In Mills)(1)												
2016	7.288	5.131	4.000	16.419	22.624	53.887	45.814	11.747	1.000	0.553	3.308	50.000	101.465 - 159.538
2017	7.288	5.260	4.000	16.548	24.064	56.945	48.961	11.747	1.000	0.559	3.271	50.000	106.150 - 164.134
2018	7.288	4.512	4.000	15.800	22.726	56.394	47.780	11.747	1.000	0.500	3.256	5.000 - 55.277	102.809 - 166.700
2019	7.288	3.802	4.000	15.090	24.026	56.385	48.967	16.247	1.000	0.726	3.252	0.000 - 55.277	109.308 - 172.003
2020	7.288	2.834	4.000	14.122	23.473	57.559	48.359	16.247	1.000	0.900	3.217	0.000 - 55.666	107.318 - 172.184
2021	7.288	2.899	4.000	14.187	24.771	56.542	48.393	16.247	1.000	0.900	3.181	0.000 - 55.664	108.679 - 172.492
2022	7.288	2.849	4.000	14.137	24.250	57.358	47.944	16.247	1.000	0.900	3.197	0.000 - 55.664	107.675 - 172.753
2023	7.288	2.621	4.000	13.909	21.287	57.238	48.024	16.247	1.000	0.900	3.196	0.000 - 67.562	104.563 - 113.777
2024	7.288	2.093	4.000	13.381	22.661	57.168	48.175	16.247	1.000	0.900	3.179	10.000 - 59.212	105.543 - 173.748
2025	7.288	2.094	4.000	13.382	24.046	57.717	48.044	16.342	1.000	0.900	3.044	7.187-73.546	106.758 - 189.977

Weld County

Year	Town of Erie				Weld County	St. Vrain Valley District	Mountain View Fire Protection District	Northern Colorado Water Conservation District	High Plains Library	Metro Districts (3)	(Range) Total
	General	Obligation	Natural	Total							
Operating	Bonds	Areas	Direct								
Rates (In Mills)(1)											
2014	7.288	5.279	4.000	16.567	16.804	53.679	11.747	1.000	3.264	20.000 - 57.827	103.061 - 160.888
2015	7.288	6.076	4.000	17.364	16.804	53.673	11.747	1.000	3.267	10.000 - 70.000	103.855 - 173.855
2016	7.288	5.131	4.000	16.419	15.800	53.887	11.747	1.000	3.308	10.000 - 70.000	102.161 - 172.161
2017	7.288	5.260	4.000	16.548	15.800	56.945	11.747	1.000	3.271	10.000 - 70.000	105.311 - 175.311
2018	7.288	4.512	4.000	15.800	15.800	56.394	11.747	1.000	3.256	15.000 - 77.388	103.997 - 181.385
2019	7.288	3.802	4.000	15.090	15.038	56.385	16.247	1.000	3.252	15.000 - 77.928	107.012 - 184.94
2020	7.288	2.834	4.000	14.122	15.038	57.559	16.247	1.000	3.217	15.000 - 77.928	107.183 - 185.111
2021	7.288	2.899	4.000	14.187	15.038	57.559	16.247	1.000	3.217	15.000 - 77.928	107.248 - 185.176
2022	7.288	2.849	4.000	14.137	15.038	57.358	16.247	1.000	3.197	15.000 - 77.928	106.977 - 184.905
2023	7.288	2.621	4.000	13.909	12.024	58.385	16.247	1.000	3.196	10.350 - 89.994	104.761 - 211.758
2024	7.288	2.093	4.000	13.381	15.956	57.168	16.247	1.000	3.179	10.350 - 89.994	106.931 - 196.925
2025	7.288	2.094	4.000	13.382	15.956	57.717	16.342	1.000	3.044	5.305 - 87.680	107.441 - 195.121

Sources: Boulder County Assessor's Office

Weld County Assessor's Office

(1) One mill generates \$1 of property tax revenue per \$1,000 of assessed valuation. Taxes for the year assessed are collected in the following year. For example: Taxes assessed for 2024 will be collected in 2025 calendar year.

(2) Includes the following metro districts: Erie Farm, Flatiron Meadows, Four Corners, and Rex Ranch.

(3) Includes the following metro districts: 232 Metro, Colliers Hill #'s 1-3; Erie Commons #'s 1-3;

Erie Corporate Center #'s 1-3; Erie Highlands #'s 1-5, Morgan Hill #'s 1-3; retdail Ranch; Summerfield #'s 1-3; Sunset Parks and Vista Ridge.



**TOWN OF ERIE, COLORADO
PROPERTY TAX LEVIES AND COLLECTIONS
LAST TEN YEARS**

Collection Year	Total Tax Levy (1)(2)	Total Tax Collections (2)	Collections As a Percent of Tax Levy
2016	4,756,706	4,757,945	100.03
2017	4,701,081	4,669,385	99.33
2018	5,219,221	5,220,932	100.03
2019	5,915,166	5,802,149	98.09
2020	7,439,440	7,408,094	99.58
2021	7,281,637	7,265,858 (3)	99.78
2022	7,390,426	7,362,701 (3)	99.62
2023	7,904,443	7,819,002	98.92
2024	9,529,528	9,854,217 (4)	103.41
2025	9,509,349	9,484,724	99.74

Sources: Boulder County Assessor's Office
Weld County Assessor's Office

- (1) Taxes for the year assessed are collected in the following year.
For example: Taxes assessed for 2024 will be collected in the 2025 calendar year.
- (2) Excludes property taxes received by the Town of Erie Urban Renewal Authority.
- (3) 2021 and 2022 tax collection amounts changed to align with reported amounts.
- (4) The state provided a personal property backfill amount to local governments in 2024 leading to the increased tax collections in 2024.

**TOWN OF ERIE, COLORADO
SALES AND USE TAX REVENUE BY TYPE
LAST TEN YEARS**

Year	General	Vehicle	Use Tax (1)	Total Sales and Use Tax	Total Direct Tax Rate
2016	\$ 3,477,116	\$ 2,024,381	\$ 2,799,247	\$ 8,300,744	3.50
2017	6,227,906	2,349,269	2,912,918	11,490,093	3.50
2018	7,557,622	2,456,510	3,475,026	13,489,158	3.50
2019	8,631,808	2,684,785	3,804,826	15,121,419	3.50
2020	11,387,041	2,938,780	2,809,036	17,134,857	3.50
2021	13,901,108	3,496,549	5,155,049	22,552,706	3.50
2022	16,080,986	3,902,410	4,898,980	24,882,376	3.50
2023	18,438,163	4,483,235	7,185,724	30,107,122	3.50
2024	20,313,563	4,290,838	8,128,190	32,732,591	3.50
2025	22,498,912	4,406,182	3,745,552	30,650,646	3.50

Sources: Boulder County Treasurer's Office
Weld County Treasurer's Office
Colorado Department of Revenue
Town of Erie Finance Department

(1) Primarily represents taxes assessed on building materials associated with construction activity.

(2) General Sales Tax Amounts for 2023 and 2024 were changed to include amounts from the Urban Renewal Authority.

TOWN OF ERIE, COLORADO
SALES TAX RATES FROM DIRECT AND OVERLAPPING GOVERNMENTS
LAST TEN YEARS

Boulder County						
Year	Town of Erie	State of Colorado	Regional Transportation Authority	Scientific and Cultural Facilities District	Boulder County	Total
2016	3.500	2.900	1.000	0.100	0.985	8.485
2017	3.500	2.900	1.000	0.100	0.985	8.485
2018	3.500	2.900	1.000	0.100	0.985	8.485
2019	3.500	2.900	1.000	0.100	0.985	8.485
2020	3.500	2.900	1.000	0.100	0.985	8.485
2021	3.500	2.900	1.000	0.100	0.985	8.485
2022	3.500	2.900	1.000	0.100	0.985	8.485
2023	3.500	2.900	1.000	0.100	1.185	8.685
2024	3.500	2.900	1.000	0.100	1.185	8.685
2025	3.500	2.900	1.000	0.100	1.185	8.685

Weld County					
Year	Town of Erie	State of Colorado	Regional Transportation Authority	Total	
2016	3.500	2.900	1.000	7.400	
2017	3.500	2.900	1.000	7.400	
2018	3.500	2.900	1.000	7.400	
2019	3.500	2.900	1.000	7.400	
2020	3.500	2.900	1.000	7.400	
2021	3.500	2.900	1.000	7.400	
2022	3.500	2.900	1.000	7.400	
2023	3.500	2.900	1.000	7.400	
2024	3.500	2.900	1.000	7.400	
2025	3.500	2.900	1.000	7.400	

Sources: Town of Erie Finance Office
Colorado Department of Revenue

**TOWN OF ERIE, COLORADO
PRINCIPAL SALES TAXPAYERS
LAST TEN YEARS**

	2016	2017	2018	2019	2020	2021	2022
Aggregate Top 10 Filers(1)	\$ 1,547,514	\$ 4,202,529	\$ 5,193,369	\$ 4,472,727	\$ 6,143,362	\$ 6,241,787	\$ 7,249,445
Aggregate All Other Filers	1,929,602	2,025,377	2,364,253	4,159,081	5,204,528	7,596,956	8,379,093
Total Sales Tax (2)	\$ 3,477,116	\$ 6,227,906	\$ 7,557,622	\$ 8,631,808	\$ 11,347,890	\$ 13,838,743	\$ 15,629,538
Top 10 Filers as a Percentage of Total Tax	44.5%	67.5%	68.7%	51.8%	52.0%	45.1%	46.4%
	2023	2024	2025				
Aggregate Top 10 Filers(1)	\$ 8,295,140	\$ 9,605,380	\$ 10,942,874				
Aggregate All Other Filers	8,868,659	9,438,154	10,172,986				
Total Sales Tax (2)	\$ 17,163,799	\$ 19,043,534	\$ 21,115,861				
Top 10 Filers as a Percentage of Total Tax	48.3%	50.4%	51.8%				

Source: Colorado Department of Revenue

(1) Colorado State Statutes prohibit disclosure of individual sales and use tax returns, therefore the identities of the vendors cannot be divulged under penalty of law.

(2) Excludes sales tax arising from sales of vehicles and does not include amounts earned by the URA.

TOWN OF ERIE, COLORADO
RATIOS OF OUTSTANDING DEBT BY TYPE
LAST TEN YEARS

Fiscal Year	Governmental Activities				Business-Type Activities					
	General			URA	Certificates			Mortgages	Total	Percentage
	Obligation	Capital		Revenue	Revenue	of	Capital	and Other	Primary	of Personal
	Bonds	Leases	SBITAs	Bonds	Bonds/Loans (1)	Participation	Leases	Loans Payable	Government	Income
2016	\$ 18,707,714	\$ 82,969	\$ -	\$ -	\$ 49,398,754	\$ 25,088,650	\$ -	\$ 665,499	\$ 93,943,586	6.46%
2017	17,350,378	22,229	-	-	46,784,562	24,394,142	-	-	88,551,311	5.27
2018	15,938,459	-	-	-	44,104,764	23,689,627	-	-	83,732,850	4.40
2019	14,852,799	30,382	-	-	41,378,868	22,965,126	28,514	-	79,255,689	3.74
2020	13,745,525	73,586	-	-	38,571,880	22,225,618	82,118	-	74,698,727	5.55
2021	12,613,251	512,674	-	4,018,984	35,698,765	21,471,110	179,724	-	74,494,508	3.77
2022	11,435,976	1,567,857	-	4,025,308	32,729,499	20,701,602	457,942	-	70,918,184	2.52
2023	10,218,703	1,908,566	256,771	4,031,632	30,244,495	19,902,094	365,366	-	66,927,627	1.84
2024	8,956,430	1,987,614	578,533	4,037,956	27,978,052	19,072,586	619,930	-	63,231,101	1.56
2025	7,649,155	2,184,642	984,830	3,879,280	25,625,388	18,213,078	651,970	-	59,188,343	1.33

Sources: Bureau of Economic Analysis

U.S. Census Bureau

Town of Erie Finance Department

Town of Erie Economic Development

(1) Includes revenue bonds and loans from the Colorado Water Resources and Power Development Authority.

General Obligation Bonds, Revenue Bonds/loans, COPs amounts = ending balance of applicable debts plus the premium ending balance found in the debt schedules workbook on the rollforward detail tab

Capital Leases are in the debt schedules workbook on the rollforward tab

TOWN OF ERIE, COLORADO
RATIO OF GENERAL BONDED DEBT OUTSTANDING
LAST TEN YEARS

Year	Population	Estimated Actual Taxable Value	General Bonded Debt(1)	General Bonded Debt to Actual Taxable Valuation	General Bonded Debt Per Capita
2016	22,400	\$ 2,854,121,861	\$ 18,707,714	0.66	\$ 835
2017	24,000	2,962,790,731	17,350,378	0.59	723
2018	25,900	3,688,424,711	15,938,459	0.43	615
2019	27,700	3,956,218,418	14,852,799	0.38	536
2020	29,200	4,709,022,482	13,745,525	0.29	471
2021	30,038	5,005,440,843	12,613,251	0.25	420
2022	31,420	5,709,117,656	11,435,976	0.20	364
2023	36,835	6,130,676,521	10,218,703	0.17	277
2024	40,183	9,099,965,631	8,956,430	0.10	223
2025	41,916	10,607,424,269	7,649,155	0.07	182

Sources: U.S. Census Bureau
Town of Erie Community Development Department
Boulder County Assessor's Office
Weld County Assessor's Office

(1) General obligation bond debt equal to gross general obligation bond debt less obligations associated with proprietary funds.

In this table the gross general obligation debt is equal to net general obligation bond debt.

(1) One mill generates \$1 of property tax revenue per \$1,000 of assessed valuation. Taxes for the year assessed are collected in the following year. For example: Taxes assessed for 2024 will be collected in 2025 calendar year.

(2) Includes the following metro districts: Erie Farm, Flatiron Meadows, Four Corners, and Rex Ranch.

(3) Includes the following metro districts: 232 Metro, Colliers Hill #'s 1-3; Erie Commons #'s 1-3; Erie Corporate Center #'s 1-3; Erie Highlands #'s 1-5, Morgan Hill #'s 1-3; Redtail Ranch; Summerfield #'s 1-3; Sunset Parks and Vista Ridge.

TOWN OF ERIE, COLORADO
DIRECT AND OVERLAPPING GENERAL BONDED DEBT
YEAR ENDED DECEMBER 31, 2025

	Outstanding General Bonded Debt	Percentage Applicable to the Town(2)	Share of Debt Applicable to the Town
Direct Debt:			
Town of Erie (Including Erie Urban Renewal Authority)	\$ 14,697,907	100%	\$ 14,697,907
Overlapping Debt (1):			
Boulder Valley School District	917,862,655	8%	73,456,622
St. Vrain Valley School District	605,580,735	13%	80,878,506
Northern Colorado Water Conservation District	101,750,890	2%	2,154,444
Mountain View Fire District	2,995,000	43%	1,296,673
Brennen Metro District	2,805,000	100%	2,805,000
Colliers Hill Metro Districts 1-3	86,045,000	100%	86,045,000
Erie Commons Metro Districts 1-3	19,040,000	100%	19,040,000
North Station Metro Districts 1-3	3,000,000	100%	3,000,000
Erie Farm Metro District	12,545,000	100%	12,545,000
Erie Highlands Metro Districts 1-5	19,595,000	100%	19,595,000
Flatiron Meadows Metro District	40,750,000	100%	40,750,000
Jay Grove Metro District	8,470,000	100%	8,470,000
Morgan Hill Metro Districts 1-3	20,030,000	100%	20,030,000
Nine Mile Metro District	17,365,000	100%	17,365,000
Rex Ranch Metro District	4,212,500	100%	4,212,500
Spring Hill Metro Districts 1-4	2,720,000	100%	2,720,000
Vista Ridge Metro District	30,385,000	100%	30,385,000
Westerly Metro Districts 1-4	38,075,000	100%	38,075,000
Total Overlapping Debt	<u>1,933,226,780</u>		<u>462,823,746</u>
Total Direct and Overlapping General Bonded Debt	<u>\$ 1,947,924,687</u>		<u>\$ 477,521,653</u>

Source: Annual Financial Report of each government entity

(1) The following governments had no outstanding general bonded debt:

High Plains Library District, Boulder Valley Conservation District, Longmont Conservation District, Left Hand Water & Sanitation District, 232 Metro District, Four Corners Metro District, Parkdale Metro Districts 1-3, Redtail Ranch Metro District, Shores on Plum Creek Metro Districts 1-10, Summerfield Metro Districts 1-3, Sunset Parks Metro District, Parkdale Community Authority, Lost Creek Farm Metro District

(2) Town assessed valuation as a percentage of the total assessed valuation of the overlapping government. The amounts shown do not represent obligations of the Town of Erie.

TOWN OF ERIE, COLORADO
LEGAL DEBT MARGIN INFORMATION
LAST TEN YEARS

	2016	2017	2018	2019	2020
Debt Limit	\$ 89,743,263	\$ 94,865,701	\$ 118,914,195	\$ 130,019,324	\$ 155,482,394
Less: Net Debt Applicable to Limit	17,465,000	16,240,000	14,960,000	14,000,000	13,000,000
Legal Debt Margin	\$ 72,278,263	\$ 78,625,701	\$ 103,954,195	\$ 116,019,324	\$ 142,482,394
Total Net Debt Applicable to the Limit as a Percentage of Debt Limit	19.46%	17.12%	12.58%	10.77%	8.36%
	2021	2022	2023	2024	2025
Debt Limit	\$ 150,163,225	\$ 171,273,530	\$ 183,920,296	\$ 272,998,969	\$ 318,222,728
Less: Net Debt Applicable to Limit	12,613,251	11,435,976	10,218,703	8,956,430	7,649,155
Legal Debt Margin	\$ 137,549,974	\$ 159,837,554	\$ 173,701,593	\$ 264,042,539	\$ 310,573,573
Total Net Debt Applicable to the Limit as a Percentage of Debt Limit	8.40%	6.68%	5.56%	3.28%	2.40%
Legal Debt Margin Calculation for Fiscal Year 2024:					
Actual Valuation:					
Boulder County				\$ 4,278,502,986	\$ 4,466,341,011
Weld County				4,821,462,645	6,141,083,258
Total Actual Valuation				<u>\$ 9,099,965,631</u>	<u>\$ 10,607,424,269</u>
Legal Debt Margin:					
Debt Limitation:					
3% of Total Assessed Valuation				\$ 272,998,969	\$ 318,222,728
Debt Applicable to Limitation:					
Outstanding Balance of General Obligation Bonds				<u>8,956,430</u>	<u>7,649,155</u>
Legal Debt Margin				<u>\$ 264,042,539</u>	<u>\$ 310,573,573</u>

Source: Town of Erie Finance Department

TOWN OF ERIE, COLORADO
PLEDGED-REVENUE COVERAGE
WATER REVENUE BONDS
LAST TEN YEARS

Year	Gross Revenues(1)	Operating Expenses(2)	Net Revenue Available for Debt Service	Debt Service Requirements			Coverage
				Principal	Interest	Total	
2016	\$ 22,824,241	\$ 4,769,246	\$ 18,054,995	\$ 1,625,000	\$ 1,122,156	\$ 2,747,156	6.57
2017	25,075,166	4,211,555	20,863,611	1,835,000	945,089	2,780,089	7.50
2018	31,495,779	4,822,378	26,673,401	1,785,000	914,506	2,699,506	9.88
2019	32,762,346	5,052,305	27,710,041	1,820,000	866,968	2,686,968	10.31
2020	33,480,209	5,765,605	27,714,604	1,880,000	808,981	2,688,981	10.31
2021	33,276,222	8,463,362	24,812,860	1,935,000	752,178	2,687,178	7.21
2022	33,276,222	8,463,362	24,812,860	2,015,000	678,979	2,693,979	9.21
2023	46,665,358	8,987,079	37,678,279	2,260,000	1,443,392	3,703,392	10.17
2024	57,820,407	12,167,639	45,652,768	2,231,670	1,353,823	3,585,493	12.73
2025	34,651,718	10,431,638	24,220,080	2,185,000	1,271,604	3,456,604	7.01

Source: Town of Erie Finance Department

(1) Gross revenues consist of water sales, capital contributions (tap fees), investment income, and other income.

(2) Includes all expenses properly allocable to the System pursuant to GAAP. Does not include depreciation, amortization, or interest paid on outstanding bonds. Includes assessments for Windy Gap Firming Project, which are reported as Capital Outlay in the Financial Statements.

**TOWN OF ERIE, COLORADO
PLEDGED-REVENUE COVERAGE
WASTEWATER REVENUE BONDS
LAST TEN YEARS**

Year	Gross Revenues(1)	Operating Expenses(2)	Net Revenue Available for Debt Service	Debt Service Requirements			Coverage
				Principal	Interest	Total	
2016	\$ 7,388,911	\$ 2,510,334	\$ 4,878,577	\$ 493,183	\$ 797,144	\$ 1,290,327	3.78
2017	7,984,720	2,780,013	5,204,707	636,647	670,389	1,307,036	3.98
2018	10,262,444	3,048,996	7,213,448	656,182	655,143	1,311,325	5.50
2019	9,855,016	3,302,018	6,552,998	667,010	644,016	1,311,026	5.00
2020	11,519,473	3,451,820	8,067,653	545,000	617,725	1,162,725	6.94
2021	13,663,957	2,754,347	10,909,610	570,000	606,825	1,176,825	9.27
2022	15,854,193	3,277,324	12,576,869	714,594	598,131	1,312,725	9.58
2023	23,671,311	4,548,948	19,122,363	715,481	580,135	1,295,616	14.76
2024	22,337,726	4,272,285	18,065,441	712,800	550,868	1,263,668	14.30
2025	12,933,160	5,173,196	7,759,964	650,000	512,575	1,162,575	6.67

Source: Town of Erie Finance Department

(1) Gross revenues consist of water sales, capital contributions (tap fees), investment income, and other income.

(2) Operating expenses excludes depreciation.

Boulder County Assessor's Office

Weld County Assessor's Office

**TOWN OF ERIE, COLORADO
DEMOGRAPHIC AND ECONOMIC STATISTICS
LAST TEN FISCAL YEARS**

Year	Population (1)	Personal Income (2) (in Thousands)	Per Capita Income (2)	Median Age (1)	School Enrollment	Unemployment Rate (3)
2016	22,400	1,453,200	64,875	37.0	5,172	2.1
2017	24,000	1,679,232	69,968	37.0	5,700	2.5
2018	25,900	1,904,116	73,518	37.0	5,757	3.3
2019	27,700	2,119,798	76,527	36.8	6,162	2.0
2020	29,200	1,345,828	46,090	36.6	5,845	3.6
2021	30,038	1,978,062	65,852	37.0	5,976	4.0
2022	31,420	2,815,012	89,593	36.4	5,885	2.7
2023	36,835	3,630,199	98,553	37.1	6,224	3.7
2024	40,183	4,028,024	100,242	38.0	7,202	4.0
2025	41,916	4,393,132	104,808	37.6	7,511	3.4

Sources: U.S. Census Bureau
Town of Erie Economic Development Department
Bureau of Economic Analysis
Bureau of Labor Statistics
Department of Local Affairs
Boulder Valley School District
St. Vrain Valley School District

(1) Source - Town of Erie - Economic Development.

(2) Source - U.S. Bureau of Economic Analysis, Per Capita Personal Income in Boulder County, CO [PCPI08013], retrieved from FRED, Federal Reserve Bank of St. Louis County Metropolitan Statistical Area.

(3) Source - Economic Research - Federal Reserve Bank of St. Louis

TOWN OF ERIE, COLORADO

PRINCIPAL EMPLOYERS

CURRENT YEAR AND TEN YEARS AGO

Employer	2025		Percentage of Total Town Employment
	Employees	Rank	
Town of Erie	621	1	13.47%
St. Vrain Valley School District	610	2	13.23%
King Soopers	422	3	9.15%
Waste Connections	140	4	3.04%
Lowe's	126	5	2.73%
Chick-fil-a	100	6	2.17%
Boulder Valley School District	93	7	2.02%
Safeway	77	8	1.67%
Relucent Plastics Solutions	60	9	1.30%
Colorado National Golf Club	50	10	1.08%
Total	2,299		49.86%

(1) Includes part-time/seasonal staff. Budgeted FTE's are 354.5.

Source: Town of Erie Economic Development

Employer	2016		Percentage of Total Town Employment
	Employees	Rank	
St. Vrain Valley School District	423	1	0.13 %
Town of Erie ¹	259	2	7.73
Safeway	83	3	2.48
Lazy Dog	47	4	1.40
CML RW	43	5	1.28
Aspen Ridge Prep School	42	6	1.25
Magnum Plastics	40	7	1.19
Colorado National	36	8	1.07
24 Carrot Bistro	32	9	0.96
Air Mechanical	31	10	0.93
Total	1,036		0.31 %

¹ Includes part-time/seasonal staff. Budgeted FTE's were 177.4.

Source: Town of Erie Economic Development

TOWN OF ERIE, COLORADO
FULL-TIME EQUIVALENT EMPLOYEES BY FUNCTION
LAST TEN FISCAL YEARS

Function/Program	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
General Government:										
Town Administration	5.0	6.0	6.0	6.0	6.0	10.0	10.0	10.0	12.1	13.0
Community Engagement	-				.	3.0	4.0	5.0	5.0	6.0
Economic Development	1.0	1.0	1.0	2.0	2.0	3.0	3.0	4.0	4.0	4.0
Environmental Services									6.4	6.2
Finance	7.0	8.0	8.0	8.0	9.0	9.0	12.0	13.0	15.0	18.0
Human Resources	2.0	3.0	3.0	3.0	4.0	5.0	5.0	6.5	9.0	10.6
Information Technology	3.6	3.6	4.0	4.0	4.0	4.0	4.0	5.0	5.0	5.0
Planning and Development	18.0	23.0	26.0	25.0	26.0	28.0	23.0	26.0	25.4	22.8
Parks and Recreation	75.0	79.4	84.0	85.2	84.5	88.4	93.2	97.2	94.8	93.8
Public Safety	30.0	32.0	40.5	43.5	47.0	51.5	56.0	57.0	56.8	57.6
Public Works	37.4	43.0	43.0	43.0	45.0	45.5	57.0	66.0	35.3	40.2
Utilities									38.9	41.3
Total	179.0	199.0	215.5	219.7	227.5	247.4	267.2	289.7	307.7	318.5

Source: Town of Erie Finance Department

TOWN OF ERIE, COLORADO

OPERATING INDICATORS BY FUNCTION

LAST TEN FISCAL YEARS

Function/Program	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Recreation:										
Recreation/Community Center Visits	229,482	242,703	262,664	264,835	62,522	81,912	160,779	195,718	211,465	224,514
Recreation Activities	72,768	71,101	72,728	74,700	42,084	64,725	57,963	81,917	92,873	95,657
Community Events	2,987	4,334	4,237	6,282	1,554	10,147	13,912	11,229	24,384	29,000
Cultural Art Events	-	-	-	-	-	-	-	-	-	285
Rentals	648	594	559	546	156	1,041	1,734	2,715	3,829	2,588
Police:										
Traffic Violations	1,897	1,474	1,852	2,635	1,712	2,178	1,268	1,653	1,659	1,275
Criminal Violations	404	211	183	332	321	299	152	404	362	227
Water:										
Number of Service Connections	8,048	8,547	9,193	9,859	10,265	10,843	11,587	12,332	12,788	13,899
Average Daily Flow (Million Gallons Per Day)	3.15	3.25	3.80	3.27	4.07	4.30	4.20	3.60	4.70	3.60
Wastewater:										
Number of Service Connections	7,732	8,220	8,875	9,421	9,983	10,589	11,590	11,997	12,788	13,514
Average Daily Flows (Million Gallons Per Day)	1.300	1.490	1.500	1.557	1.510	1.730	1.850	1.98	2.10	1.98

Sources: Town of Erie Public Works Department
Town of Erie Police Department
Town of Erie Parks and Recreation Department

TOWN OF ERIE, COLORADO
CAPITAL ASSETS BY FUNCTION
LAST TEN FISCAL YEARS

Function/Program	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Parks and Recreation:										
Community Center	1	1	1	1	1	1	1	1	1	1
Parks	10	10	12	12	13	13	13	13	13	13
Park Acreage	136	136	150	150	157	157	163	163	175	175
Open Space Acreage	1,096	1,096	1,096	1,143	1,143	1,143	1,143	1,143	1,365	1,365
Public Safety										
Police:										
Stations	1	1	1	1	1	1	1	1	1	1
Patrol Units	10	10	11	13	16	21	21	25	28	27
Public Works										
Streets (Miles)	135.0	154.0	154.0	157.6	158.5	161.9	168.2	341.7	341.7	341.7
Water:										
Water Mains (Miles)	157.0	165.0	181.0	189.5	195.0	205.5	217.5	232.6	241.2	244.5
Maximum Daily Capacity (Million Gallons Per Day)	12.2	12.2	12.2	12.2	18.9	18.9	18.9	16.7	16.7	16.7
Wastewater:										
Sanitary Sewers (Miles)	103.5	109.0	122.0	125.9	131.3	136.4	145.1	156.2	158.8	165.3
Maximum Daily Capacity (Million Gallons Per Day)	2.70	2.70	1.50	1.95	1.95	1.95	1.95	3.0	3.0	3.0
Storm Drainage:										
Storm Sewers (Miles)	53.0	59.0	64.0	64.6	72.6	82.2	118.7	80.03	67.00	78.7
Airport:										
Terminal Building	1	1	1	1	1	1	1	1	1	1

Sources: Town of Erie Utilities Department
Town of Erie Police Department
Town of Erie Parks and Recreation Department

TOWN OF ERIE, COLORADO

PROPERTY VALUES AND CONSTRUCTION

LAST TEN FISCAL YEARS

Year	Estimated Actual Property Value			Commercial Construction		Residential Construction	
	Commercial	Residential	Total	Number of Units	Value	Number of Units	Value
2016	98,895,118	2,666,423,992	2,765,319,110	9	19,392,971	465	123,765,657
2017	103,321,654	2,853,165,694	2,956,487,348	10	6,344,000	631	168,432,171
2018	138,133,645	3,578,300,793	3,716,434,438	11	12,468,457	640	164,694,686
2019	147,396,182	3,847,222,276	3,994,618,458	9	12,429,029	607	180,730,514
2020	196,082,070	4,524,863,798	4,720,945,868	4	3,147,029	475	135,482,000
2021	202,925,137	4,895,479,836	5,098,404,973	29	72,617,402	807	191,235,348
2022	235,766,237	5,669,633,615	5,905,399,852	13	58,481,551	719	194,014,087
2023	251,182,810	6,054,526,672	6,305,709,482	7	19,564,149	721	283,449,775
2024	344,990,594	8,444,885,068	8,789,875,662	9	17,127,682	907	406,574,393
2025	362,107,225	9,958,629,840	10,320,737,065	5	1,864,786	423	181,244,539

Sources: Boulder County Assessor's Office

Weld County Assessor's Office

Town of Erie Building Department

Compliance Section

**TOWN OF ERIE, COLORADO
CONTINUING DISCLOSURES
WATER ENTERPRISE FUND**

History of Net Revenues and Debt Service Coverage

	2021	2022	2023	2024	2025
Gross Revenues:					
Charges for Services	\$ 12,325,726	\$ 13,193,794	\$ 11,571,276	\$ 15,060,859	\$ 14,900,732
Tap Fees	28,671,412	19,377,186	21,632,647	26,705,617	14,161,087
Interest Income	(43,489)	691,342	5,087,793	5,644,262	5,505,955
Other Income	98,268	13,900	67,595	137,907	319,578
Total	41,051,917	33,276,222	38,359,311	47,548,645	34,887,352
Operation and Maintenance:					
Expenses (1)	6,751,775	8,463,362	7,540,831	8,985,486	9,395,441
Net Revenues	\$ 34,300,142	\$ 24,812,860	\$ 30,818,480	\$ 38,563,159	\$ 25,491,911
Combined Maximum Annual Principal and Interest Requirements	\$ 3,439,356	\$ 2,693,979	\$ 3,703,592	\$ 3,452,868	\$ 3,456,604
Pro-Forma Coverage Ratio	9.97x	9.21x	8.32x	11.17x	7.37x
Current Year Debt Service					\$ 3,456,604
Coverage Ratio - Current Year					7.37x
Minimum Required Ratio					1.25x

(1) Includes all expenses properly allocable to the System pursuant to GAAP. Does not include depreciation, amortization, or interest paid on outstanding bonds. Includes assessments for Windy Gap Firming Project, which are reported as Capital Outlay in the Financial Statements.

TOWN OF ERIE, COLORADO
CONTINUING DISCLOSURES (CONTINUED)
WATER ENTERPRISE FUND

History of Water Connection Fees

Year	Residential (1) Taps Sold	Dwelling Units	Residential Connection Fees	Commercial Taps Sold	Commercial Connection Fees	Total Taps Sold	Total Connection Fees
2021	824	1,055	26,598,5782	28	2,133,449	852	28,732,027
2022	638	1,037	17,004,9861	28	2,372,200	666	19,377,186
2023	774	721	20,244,1502	14	1,424,647	788	21,668,797
2024	1,007	938	25,365,2992	22	1,340,318	1,029	26,705,617
2025	371	424	12,496,3741	17	1,664,713	388	14,161,087

(1) Residential also includes multi-family/townhome and irrigation taps.

History of Water Accounts

Year	Residential Accounts	Commercial Accounts	Irrigation Accounts	Total Accounts	% Change in Accounts
2021	10,522	192	200	10,914	5.7
2022	11,211	203	212	11,626	6.5
2023	11,908	216	224	12,348	6.2
2024	12,759	227	242	13,228	7.1
2025	13,419	229	253	13,901	5.1

Note: Irrigation accounts based on summer usage activity

Largest Customers of the Water System

Type of Business	2025 Revenue	% of Total (1)
The Town	\$ 227,468	0.02 %
Homeowners Association	164,633	1.10
Homeowners Association	122,729	0.82
Homeowners Association	114,411	0.77
Homeowners Association	108,513	0.73
Homeowners Association	99,413	0.67
Commercial Business	88,487	0.59
Homeowners Association	80,822	0.54
Homeowners Association	77,037	0.52
Homeowners Association	71,192	0.48
Total	\$ 1,154,705	0.08 %

(1) Based on total charges for service of \$14,900,732.

TOWN OF ERIE, COLORADO
CONTINUING DISCLOSURES (CONTINUED)
WATER ENTERPRISE FUND

Budget Summary and Comparison

	2024		2025	
	Final Budget	Actual	Final Budget	Actual
Working Capital - Beginning of Year	\$ 119,236,765	\$ 119,236,765	\$ 142,166,108	\$ 142,166,108
REVENUES				
Charges for Services	13,281,000	15,060,859	13,281,000	14,900,732
Connection Fees	17,467,800	26,705,617	17,467,800	14,161,087
Investment Earnings	527,000	5,644,262	527,000	5,505,955
Intergovernmental	-	13,074	-	-
Other Income	10,000	137,907	10,000	319,578
Total Revenues	31,285,800	47,561,719	31,285,800	34,887,352
 Total Funds Available	 150,522,565	 166,798,484	 173,451,908	 177,053,460
OPERATING EXPENSES				
Administration	6,223,485	5,563,525	6,932,418	5,667,858
Distribution	570,189	751,334	933,590	805,740
Treatment	2,236,432	2,018,904	2,242,210	2,003,134
Meters	835,252	684,499	988,959	901,957
Debt Service	3,563,968	3,595,463	316,155	3,618,559
Capital Outlay	99,301,115	12,018,651	133,815,682	19,271,055
Total Operating Expenses	112,730,441	24,632,376	145,229,014	32,268,303
OTHER FINANCING SOURCES				
Transfers	(1,305,559)	-	69,443	-
Proceeds from Dispositions of Assets	-	-	-	-
Total Other Financing Sources	(1,305,559)	-	69,443	-
 CHANGE IN WORKING CAPITAL	 (82,750,200)	 22,929,343	 (113,873,771)	 2,619,049
WORKING CAPITAL - END OF YEAR	<u><u>\$ 36,486,565</u></u>	<u><u>\$ 142,166,108</u></u>	<u><u>\$ 28,292,337</u></u>	<u><u>\$ 144,785,157</u></u>

TOWN OF ERIE, COLORADO
CONTINUING DISCLOSURES (CONTINUED)
WATER ENTERPRISE FUND

History of Revenues, Expenses, and Changes in Net Position

	Year Ended December 31,				
	2021	2022	2023	2024	2025
OPERATING REVENUES					
Charges for Services	\$ 12,325,727	\$ 13,193,795	\$ 11,571,276	\$ 15,060,859	\$ 14,900,732
OPERATING EXPENSES					
Personnel Services	1,105,768	1,209,060	1,182,715	2,210,843	2,476,574
Operations and Maintenance	5,179,327	5,825,302	6,358,116	6,774,643	6,918,867
Depreciation	3,911,356	4,056,950	4,205,967	4,944,622	5,261,445
Total Operating Expenses	10,196,451	11,091,312	11,746,798	13,930,108	14,656,886
NET OPERATING INCOME	2,129,276	2,102,483	(175,522)	1,130,751	243,846
NONOPERATING REVENUES (EXPENSES)					
Investment Income	(43,489)	691,342	5,087,793	5,644,262	5,505,955
Other, Net	98,267	54,900	73,345	150,981	319,578
Interest Expense	(1,630,194)	(1,551,743)	(1,435,081)	(1,331,653)	(1,265,153)
Total Nonoperating Revenues (Expenses), Net	(1,575,416)	(805,501)	3,726,057	4,463,590	4,560,380
NET INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS	553,860	1,296,982	3,550,535	5,594,341	4,804,226
Capital Contributions (1)	31,502,294	23,756,944	29,875,251	37,243,222	15,607,235
Transfers In	178,797	12,037	57,692	-	-
CHANGES IN NET POSITION	32,234,951	25,065,963	33,483,478	42,837,563	20,411,461
Net Position - Beginning of Year	229,231,791	261,466,742	286,523,933	320,007,411	362,844,974
Prior Period Adjustments (2)	-	(8,772)	-	-	-
NET POSITION - END OF YEAR	\$ 261,466,742	\$ 286,523,933	\$ 320,007,411	\$ 362,844,974	\$ 383,256,435

(1) Reflects developer contributions of infrastructure of \$2,802,924 in 2021, \$4,024,574 in 2022, \$16,964,943 in 2023, \$10,537,605 in 2024 and \$1,446,148 in 2025.

(2) In 2022, an adjustment to beginning net position was made in association with the implementation of GASB 87.

TOWN OF ERIE, COLORADO
CONTINUING DISCLOSURES
GENERAL FUND

Budget Summary and Comparison

	2024		2025	
	Final Budget	Actual	Final Budget	Actual
REVENUES				
Taxes	\$ 35,915,000	\$ 40,051,897	\$ 38,925,806	\$ 37,708,234
Intergovernmental	1,523,350	2,343,458	1,575,350	1,674,909
Licenses and Permits	2,999,000	5,166,712	3,237,250	2,772,715
Fees and Charges for Services	11,112,070	11,520,545	11,789,215	12,854,370
Fines and Forfeitures	100,000	155,566	165,000	181,233
Investment Earnings	525,000	2,668,775	875,000	1,332,547
Miscellaneous	985,387	1,592,788	896,651	1,042,785
Total Revenues	53,159,807	63,499,741	57,464,272	57,566,793
EXPENDITURES				
Current Operating:				
General Government	20,975,236	16,428,393	23,142,441	17,472,242
Public Safety	9,644,270	9,791,329	10,831,319	10,661,602
Public Works	11,550,951	11,779,404	14,964,992	10,199,523
Parks and Recreation	12,900,883	11,820,243	14,570,030	13,027,485
Capital Outlay	23,267,746	8,265,968	-	893,544
Debt Service				
Principal	1,155,000	1,509,658	1,200,000	1,681,168
Interest	335,013	352,809	290,163	317,817
Total Operating Expenses	79,829,099	59,947,804	64,998,945	54,253,381
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(26,669,292)	3,551,937	(7,534,673)	3,313,412
OTHER FINANCING SOURCES (USES)				
Transfers In	3,873,663	-	6,527,827	157,405
Transfers Out	(1,845,446)	(27,240,000)	(9,144,092)	(9,046,385)
SBITAs		638,305		857,633
Leases		85,228		721
Sales of Capital Assets		96,889		813,538
Insurance Recoveries	-	63,717	596,299	761,644
Total Other Financing Sources (Uses)	2,028,217	(26,355,861)	(2,019,966)	(6,455,444)
NET CHANGES IN FUND BALANCE	(24,641,075)	(22,803,924)	(9,554,639)	(3,142,032)
Fund Balance, Beginning of Year	52,998,115	52,998,115	30,194,191	30,194,191
FUND BALANCE - END OF YEAR	<u>\$ 28,357,040</u>	<u>\$ 30,194,191</u>	<u>\$ 20,639,552</u>	<u>\$ 27,052,159</u>

TOWN OF ERIE, COLORADO
CONTINUING DISCLOSURES (CONTINUED)
GENERAL FUND

History of Revenues, Expenses, and Changes in Net Position

	Year Ended December 31,				
	2021	2022	2023	2024	2025
REVENUES					
Taxes	\$ 29,133,082	\$ 31,349,334	\$ 36,017,753	\$ 40,051,897	\$ 37,708,234
Intergovernmental	2,202,934	2,514,356	2,007,689	2,343,458	1,674,909
Licenses and Permits	4,211,015	3,618,380	3,752,246	5,166,712	2,772,715
Fees and Charges for Services	4,419,377	9,188,962	10,486,352	11,520,545	12,854,370
Fines and Forfeitures	240,420	176,163	141,988	155,566	181,233
Capital Contributions and Fees	-	-	-	-	-
Investment Earnings	(18,392)	304,256	2,467,527	2,668,775	1,332,547
Miscellaneous	1,039,749	1,140,303	1,574,228	1,592,788	1,042,785
Total Revenues	41,228,185	48,291,754	56,447,783	63,499,741	57,566,793
EXPENDITURES					
Current Operating:					
General Government (1)	7,194,997	11,297,718	14,293,383	16,428,393	17,472,242
Public Safety	6,508,152	8,021,645	9,152,782	9,791,329	10,661,602
Public Works	4,258,974	7,154,892	8,273,082	11,779,404	10,199,523
Parks and Recreation	7,058,168	8,859,126	10,311,056	11,820,243	13,027,485
Capital Outlay	4,951,753	10,883,991	12,779,835	8,265,968	893,544
Debt Service					
Principal	1,025,000	1,090,442	1,243,646	1,509,658	1,681,168
Interest	463,705	427,863	385,883	352,809	317,817
Total Expenditures	31,460,749	47,735,677	56,439,667	59,947,804	54,253,381
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	9,767,436	556,077	8,116	3,551,937	3,313,412
OTHER FINANCING SOURCES (USES)					
Transfers In	465,490	462,919	1,475,123	-	157,405
Transfers Out	(333,360)	(700,000)	(1,290,000)	(27,240,000)	(9,046,385)
SBITAs	-	-	332,028	638,305	857,633
Leases	-	88,811	-	85,228	721
Sales of Capital Assets	59,793	516,903	120,843	96,889	813,538
Insurance Recoveries	12,918	117,587	3,597,113	63,717	761,644
Total Other Financing Sources (Uses)	204,841	486,220	4,235,107	(26,355,861)	(6,455,444)
NET CHANGES IN FUND BALANCE	9,972,277	1,042,297	4,243,223	(22,803,924)	(3,142,032)
Fund Balance, Beginning of Year	37,740,318	47,712,595	48,754,892	52,998,115	30,194,191
FUND BALANCE - END OF YEAR	<u>\$ 47,712,595</u>	<u>\$ 48,754,892</u>	<u>\$ 52,998,115</u>	<u>\$ 30,194,191</u>	<u>\$ 27,052,159</u>

TOWN OF ERIE, COLORADO
CONTINUING DISCLOSURES
WASTEWATER ENTERPRISE FUND

History of Net Revenues and Debt Service Coverage

	2021	2022	2023	2024	2025
Gross Revenues:					
Charges for Services	\$ 6,067,831	\$ 6,470,593	\$ 6,800,914	\$ 7,309,219	\$ 7,497,616
Tap Fees	7,613,747	6,315,397	6,906,834	8,612,049	3,764,012
Interest Income	(22,586)	127,073	1,233,125	1,521,926	1,671,517
Other	4,965	2,941,130	8,722,339	4,275,945	895,439
Total Gross Revenues	13,663,957	15,854,193	23,663,212	21,719,139	13,828,385
Operation and Maintenance Expenses (1)	2,754,347	3,277,324	4,490,330	4,275,945	4,802,035
Net Revenues	\$ 10,909,610	\$ 12,576,869	\$ 19,172,882	\$ 17,443,194	\$ 9,026,350
Combined Maximum Annual Principal and Interest Requirements	\$ 1,176,825	\$ 1,312,725	\$ 1,315,625	\$ 1,316,125	\$ 1,315,125
Pro-Forma Coverage Ratio	9.27x	9.58x	14.57x	13.25x	6.86x
Current Year Debt Service					\$ 1,315,125
Coverage Ratio - Current Year					6.86x
Minimum Required Ratio					1.10x

(1) Includes all expenses properly allocable to the System pursuant to GAAP. Does not include depreciation, amortization, or interest paid on outstanding bonds.

TOWN OF ERIE, COLORADO
CONTINUING DISCLOSURES (CONTINUED)
WASTEWATER ENTERPRISE FUND

History of Wastewater Tap Fees

Year	Residential Taps Sold (1)	Residential Tap Fees	Commercial Taps Sold	Commercial Tap Fees	Total Taps Sold	Total Tap Fees
2021	777	6,593,633	16	283,765	793	6,877,398
2022	628	5,729,331	22	159,479	650	5,888,810
2023	722	6,379,200	7	232,153	729	6,611,353
2024	842	8,059,647	9	162,105	851	8,221,752
2025	364	3,242,760	7	76,981	371	3,319,741

(1) Residential also includes multi-family/townhome taps.

History of Wastewater Accounts

Year	Residential Accounts	Commercial Accounts	Total Accounts	% Change in Accounts
2021	10,430	159	10,589	6.1
2022	11,416	174	11,590	9.5
2023	11,812	185	11,997	3.5
2024	12,654	194	12,848	7.1
2025	13,319	194	13,710	6.7

History of Operating Revenues by Category (1)

Year	Residential Revenues	Commercial Revenues	Total Revenues	% Change in Accounts
2021	5,693,885	373,946	6,067,831	4.5
2022	6,035,216	435,377	6,470,593	6.6
2023	6,322,150	478,764	6,800,914	5.1
2024	6,783,622	525,597	7,309,219	7.5
2025	6,995,633	501,983	7,497,616	2.6

(1) Revenues derived from rates and charges

Source: Town of Erie Finance Department

TOWN OF ERIE, COLORADO
CONTINUING DISCLOSURES (CONTINUED)
WASTEWATER ENTERPRISE FUND

Largest Customers of the Wastewater System

<u>Type of Business</u>	<u>2025 Revenue</u>	<u>% of Total (1)</u>
Homeowners Association	\$ 108,817	0.01 %
Commercial Business	\$ 61,837	0.82
Commercial Business	\$ 56,178	0.75
Commercial Business	\$ 53,491	0.71
Commercial Business	\$ 51,307	0.68
Commercial Business	\$ 48,515	0.65
Commercial Business	\$ 39,016	0.52
Commercial Business	\$ 28,750	0.38
Commercial Business	\$ 25,184	0.34
Commercial Business	\$ 24,503	0.33
Total	<u>\$ 497,599</u>	<u>0.07 %</u>

(1) Based on total charges for service of \$7,497,616.

TOWN OF ERIE, COLORADO
CONTINUING DISCLOSURES (CONTINUED)
WASTEWATER ENTERPRISE FUND

Budget Summary and Comparison

	2024		2025	
	Final Budget	Actual	Final Budget	Actual
Working Capital - Beginning of Year	\$ 38,427,371	\$ 38,427,371	\$ 54,168,690	\$ 54,168,690
REVENUES				
Charges for Services	6,530,000	7,309,219	6,530,000	7,497,616
Tap Fees	5,394,000	8,612,049	5,394,000	3,764,012
Investment Income	200,000	1,521,926	200,000	1,671,517
Other Income	-	4,873,025	-	895,454
Total Revenues	<u>12,124,000</u>	<u>22,316,219</u>	<u>12,124,000</u>	<u>13,828,599</u>
 Total Funds Available	 50,551,371	 60,743,590	 66,292,690	 67,997,289
OPERATING EXPENSES				
Administration	3,279,451	2,123,539	3,376,429	2,325,795
Collection	382,093	428,505	428,178	478,835
Treatment	2,127,807	1,754,755	2,046,308	1,946,306
Debt Service	706,647	1,338,898	36,324	1,341,712
Capital Outlay	17,888,661	929,203	19,129,259	3,174,862
Total Operating Expenses	<u>24,384,659</u>	<u>6,574,900</u>	<u>25,016,498</u>	<u>9,267,510</u>
 CHANGE IN WORKING CAPITAL	 (12,260,659)	 15,741,319	 (12,892,498)	 4,561,089
WORKING CAPITAL - END OF YEAR	<u><u>\$ 26,166,712</u></u>	<u><u>\$ 54,168,690</u></u>	<u><u>\$ 41,276,192</u></u>	<u><u>\$ 58,729,779</u></u>

TOWN OF ERIE, COLORADO
CONTINUING DISCLOSURES (CONTINUED)
WASTEWATER ENTERPRISE FUND

History of Revenues, Expenses, and Changes in Net Position

	Year Ended December 31,				
	2021	2022	2023	2024	2025
OPERATING REVENUES					
Charges for Services	\$ 6,067,831	\$ 6,470,593	\$ 6,800,914	\$ 7,309,219	\$ 7,497,616
OPERATING EXPENSES					
Personnel Services	525,161	698,474	873,913	1,304,323	1,477,227
Operations and Maintenance	2,229,186	2,578,850	3,616,417	2,971,622	3,324,808
Depreciation	1,993,448	2,040,821	2,109,250	2,332,963	3,308,871
Total Operating Expenses	4,747,795	5,318,145	6,599,580	6,608,908	8,110,906
NET OPERATING INCOME	1,320,036	1,152,448	201,334	700,311	(613,290)
NONOPERATING REVENUES (EXPENSES)					
Investment Income	(22,586)	127,073	1,233,125	1,521,926	1,671,517
Other, Net	4,965	123,644	-	58,514	15
Interest Expense	(624,506)	(609,294)	(590,506)	(561,247)	(530,383)
Total Nonoperating Revenues (Expenses), Net	(642,127)	(358,577)	642,619	1,019,193	1,141,149
NET INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS	677,909	793,871	843,953	1,719,504	527,859
Capital Contributions (1)	9,596,446	9,132,883	15,629,173	13,484,110	4,659,451
Transfers In	-	-	8,098	-	-
CHANGES IN NET POSITION	10,274,355	9,926,754	16,481,224	15,203,614	5,187,310
Net Position - Beginning of Year	73,147,437	83,421,792	93,348,546	109,829,770	125,033,384
NET POSITION - END OF YEAR	<u>\$ 83,421,792</u>	<u>\$ 93,348,546</u>	<u>\$ 109,829,770</u>	<u>\$ 125,033,384</u>	<u>\$ 130,220,694</u>

(1) Reflects developer contributions of infrastructure of \$1,982,699 in 2021, \$2,817,486 in 2022, \$10,988,996 in 2023, \$4,872,016 in 2024 and \$895,439 in 2025.

Single Audit



INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Town Council
Town of Erie, Colorado

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Erie, Colorado (the Town), as of and for the year ended December 31, 2025, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements and have issued our report thereon dated June 29, 2026.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Town's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We identified certain deficiencies in internal control, described in the accompanying schedule of findings and questioned costs as item 2025-001 that we consider to be a significant deficiency.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Town's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.



Town of Erie's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the Town's response to the findings identified in our audit and described in the accompanying schedule of findings and questioned costs. The's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in dark ink that reads 'Clinger Hagerman, LLC'.

Greeley, Colorado
June 29, 2026



INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Town Council
Town of Erie, Colorado

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the Town of Erie, Colorado's (the Town) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the Town's major federal programs for the year ended December 31, 2025. The Town's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Town complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2025.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Town and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the Town's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Town's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Town's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that

resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Town's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Town's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Town's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.



The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Clinger Hagerman, LLC

Greeley, Colorado
June 29, 2026

TOWN OF ERIE, COLORADO
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED DECEMBER 31, 2025

Federal Grantor/Pass-Through Grantor/ Program or Cluster Title	Federal Assistance Listing Number	Pass-Through Grantor's Number	Amount Provided to Subrecipients	Total Federal Expenditures
Department of Transportation				
Airport Improvement Program	20.106	N/A	\$ -	\$ 25,583
Pass through Colorado Department of Transportation:				
Highway Planning and Construction	20.205	21-HA4-XC-00012	-	10,168
Highway Planning and Construction	20.205	20-HA4-XC-00049	-	1,576
Highway Planning and Construction	20.205	21-HA4-XC-00095	-	360,277
Highway Planning and Construction	20.205	24-HA4-XC-00204	-	812,066
			-	1,184,087
Total Department of Transportation			-	1,209,670
Department of Housing and Urban Development				
Pass-Through Weld County:				
Community Development Block Grant	14.218	B24-UC-08-0006	-	14,464
Department of Treasury				
Pass-Through Colorado Department of Local Affairs:				
COVID-19 Coronavirus State and Local Fiscal Recovery Funds	21.027	None Provided	-	235,466
Federal Emergency Management Agency (FEMA)				
Pass-Through Colorado Department of Public Safety:				
Hazard Mitigation Grant	97.039	HMGP-4498	-	673,296
Total Expenditures of Federal Awards			\$ -	\$ 2,132,896

See accompanying Notes to Schedule of Expenditures of Federal Awards.

TOWN OF ERIE, COLORADO
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
DECEMBER 31, 2025

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of the Town of Erie under programs of the federal government for the year ended December 31, 2025. No federal financial assistance was passed through to other entities. The information in this Schedule is presented in accordance with the requirements of 2 CFR Par 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Town of Erie, it is not intended to and does not present the financial position, changes in net position, or cash flows of the Town of Erie.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the modified accrual basis of accounting, with the exception of amounts reported by the Department of Transportation Airport Improvement Program and the Federal Emergency Management Agency Hazard Mitigation Grant. For these two award programs, the expenditures are reported on a full accrual basis. The information in this schedule is presented in accordance with the requirements of the Uniform Guidance for all awards. Under these principles, certain types of expenditures are not allowable or are limited as to reimbursement. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements. Federal award program titles are reported as presented by Assistance Listing Number (ALN) in the System for Award Management (SAM).

NOTE 3 INDIRECT COST RATE

The Town of Erie has elected to use the 15% de minimis indirect cost rate as allowed under the Uniform Guidance.

Section I – Summary of Auditor's Results

Town of Erie Colorado
Schedule of Findings and Questioned Costs
Year Ended December 31, 2025

Effect or Potential Effect: Without documented support for vendor selection, the Town cannot demonstrate compliance with its Purchasing Policy or substantiate the basis upon which the consultant was selected. The absence of supporting documentation reduces procurement transparency and accountability and increases the risk of inconsistent procurement practices, perceived favoritism, and challenges regarding the fairness and objectivity of procurement decisions.

Recommendation: We recommend the Town strengthen internal controls over procurement by establishing procedures to ensure procurement files contain sufficient documentation supporting vendor selection whenever a competitive solicitation is not performed. Documentation should clearly identify the rationale for selecting the vendor, consideration of alternative providers, and the justification for utilizing a noncompetitive procurement process. As part of the procurement approval process, the Finance Department should verify that required supporting documentation is included in the procurement file before contracts are executed and presented to Council for approval.

Views of Responsible Officials: There is no disagreement with the audit finding. The Town recognizes the need to strengthen internal controls over procurement. The Town has already made changes to the procurement policy in April 2026 and reviewed with departments to ensure understanding. The Finance department will continue education efforts to ensure procedures and policy are followed. A procurement manager position was created in May 2026 and has been filled. This position is updating standard operating procedures, reviewing Requests for Proposals and Sole Source justifications, and reviewing procurement file documentation prior to execution of contracts.

Section III – Federal Award Findings and Questioned Costs

No matters were identified that were required to be reported.



TOWN OF ERIE CORRECTIVE ACTION PLAN YEAR ENDED DECEMBER 31, 2025

The Town of Erie respectfully submits the following corrective action plan for the year ended December 31, 2025.

The findings from the schedule of findings and questioned costs are discussed below. The findings are numbered consistently with the numbers assigned in the schedule.

FINDINGS—FINANCIAL STATEMENT AUDIT

Significant Deficiency

2025-001 Internal Control Over Procurement Documentation for Noncompetitive Professional Services
(Significant Deficiency)

Recommendation: We recommend the Town strengthen internal controls over procurement by establishing procedures to ensure procurement files contain sufficient documentation supporting vendor selection whenever competitive solicitation is not performed. Documentation should clearly identify the rationale for selecting the vendor, consideration of alternative providers, and the justification for utilizing a noncompetitive procurement process. As part of the procurement approval process, the Finance Department should verify that required supporting documentation is included in the procurement file before contracts are executed and presented to Council for approval.

Explanation of Disagreement with Audit Finding: There is no disagreement with the audit finding.

Action Taken in Response to Finding: There is no disagreement with the audit finding. The Town recognizes the importance of strengthening internal controls over procurement and has already implemented several corrective measures to enhance compliance, oversight, and accountability.

In April 2026, the Town revised its Purchasing Policy and reviewed with departments to ensure a clear understanding of procurement requirements. Emphasis was placed on the requirement to provide documented sole-source justification for purchases exceeding the Request for Proposal (RFP) threshold when competitive bidding is not conducted. To support compliance, the Town developed a standardized Sole Source Justification Form that must be completed by departments, reviewed by the Purchasing Manager, and approved by the Finance Director in accordance with policy requirements.

In May 2026, the Town established and filled a dedicated Purchasing Manager position. This position is responsible for updating procurement standard operating procedures, reviewing Requests for Proposals and sole-source justifications, and evaluating procurement documentation for completeness and compliance prior to contract execution. Centralizing these functions provides an additional level of oversight and consistency throughout the procurement process.

The Finance Department will continue to provide ongoing training and guidance to departments to reinforce procurement policies and procedures and ensure adherence to established internal controls.

Name of the Contact Person Responsible for Corrective Action: Sara Hancock,
Finance Director

Planned Completion Date for Corrective Action Plan: December 2026



**TOWN OF ERIE
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
YEAR ENDED DECEMBER 31, 2025**

The Town of Erie respectfully submits the following summary schedule of prior audit findings for the year ended December 31, 2025.

Audit period: January 1, 2025 – December 31, 2025

The findings from the prior audit's schedule of findings and questioned costs are discussed below. The findings are numbered consistently with the numbers assigned in the prior year.

FINDINGS—FINANCIAL STATEMENT AUDIT

2024-001 - Material Weakness in Internal Control over Financial Reporting

Condition: Several audit adjustments and trial balance revisions were necessary to properly state balances at year-end which include properly stating negative cash balance allocations as a liability, year-end adjustments related to grant activity and correcting other year end accruals and prepaid expense items.

Status: The Town has implemented a more structured year end audit checklist to better prepare for the year end financial statements. This checklist was utilized by staff to monitor progress of year end entries and ensure that all required entries were made. This along with the monthly closing checklist has helped the Town streamline the year-end process and generate all required entries.

2024-002 – Significant Deficiency in Internal Control Over Compliance, Other Matters

Condition: We noted that the Town does have policies and procedures in place for compliance with suspension and debarment requirements; however, we noted that the two vendors selected for testing had not been checked to verify they were not suspended or debarred prior to the start of the project and both vendors were inactive in 2024.

Status: The Purchasing Policy was updated in April 2025 to include the checking of SAM.gov in the requisition process prior to the issuance of a purchase order to commence work. The Grant Manager or designee checks SAM.gov status during the requisition process and saves that document into the contract file.

2024-003 – Significant Deficiency in Internal Control Over Compliance, Other Matters

Condition: The required SF-271 report was not submitted timely and was submitted after being requested for the audit. The required SF-425 report was not accurately completed and not submitted.

Status: The Town utilized an outside consultant for this grant. Going forward the Town will ensure that the Grants team and the Department utilizing the outside consultants work closely together to monitor the status of reporting and review any reports prepared by any consultants for accuracy. A plan has been discussed with the consultant and department to ensure everyone understands the role they play in reporting. This will include the Town of Erie Grants team tracking and confirming deliverables such as annual reports.

LOCAL HIGHWAY FINANCE REPORT		STATE: COLORADO	
THIS INFORMATION FROM THE RECORDS OF:		PREPARED BY:	
Town of Erie		Brittany Meyers bmeayers@erieco.gov	
		REPORT YEAR ENDING DATE(mm/yyyy): 12/2025	
I. DISPOSITION OF HIGHWAY-USER REVENUES AVAILABLE FOR LOCAL GOVERNMENT EXPENDITURE			
ITEM	A. Local Motor-Fuel Taxes	B. Local Motor-Vehicle Taxes	C. Receipts from State Highway-User Taxes
1. Total receipts available			
2. Minus amount used for collection expenses			
3. Minus amount used for nonhighway purposes			
4. Minus amount used for mass transit			
5. Total (1 - (2 through 4))			
II. RECEIPTS FOR ROAD AND STREET PURPOSES - DETAIL			
ITEM	AMOUNT	ITEM	AMOUNT
A.3. Other Local Imposts:		A.4. Miscellaneous Local Receipts:	
a. Property Taxes and Assessments		a. Interest on investments	1,237,260.56
b. Non-property Taxes and Assessments Imposts	6,327,101.56	b. Other Misc. Local Receipts	
c. Total (a + b)	\$ 6,327,101.56	c. Total (a + b)	\$ 1,237,260.56
ITEM	AMOUNT	ITEM	AMOUNT
C. Receipts from State Government		D. Receipts from Federal Government	
1. Highway-user Taxes (from Item I.C.5.)	1,242,693.75	1. FHWA (from Item I.D.5.)	
2. State General Funds		2. Other Federal Agencies:	
3. Other State funds:			
a. State Bond Proceeds			
b. Non-State Bond Proceeds	2,740,811.92		
c. Total (a + b)	\$ 2,740,811.92		
4. Total (1 + 2 + 3c)	\$ 3,983,505.67	3. Total (1 + 2)	\$ -
III. EXPENDITURES FOR ROAD AND STREET PURPOSES - DETAIL			
ITEM	AMOUNT		
A.1. Capital outlay:			
a. Right-Of-Way Costs			
b. Engineering Costs			
c. Construction Costs	11,296,049.22		
d. Total Capital Outlay (a+ b + c)	\$ 11,296,049.22		
Form FHWA-536 (Rev. 02-2025) Page2			

LOCAL HIGHWAY FINANCE REPORT		STATE: COLORADO	
		REPORT YEAR ENDING DATE(mm/yyyy): 12/2025	
I. DISPOSITION OF HIGHWAY-USER REVENUES AVAILABLE FOR LOCAL GOVERNMENT EXPENDITURE			
ITEM	A. Local Motor-Fuel Taxes	B. Local Motor-Vehicle Taxes	C. Receipts from State Highway-User Taxes
D. Receipts from Federal Highway Administration			
1. Amount used for highway purposes			
II. RECEIPTS FOR ROAD AND STREET PURPOSES		III. EXPENDITURES FOR ROAD AND STREET PURPOSES	
ITEM	AMOUNT	ITEM	AMOUNT
A. Receipts from Local Sources:		A. Local highway expenditures:	
1. Local Highway-user Taxes		1. Capital Outlay (from page 1, Item III.A1.d)	\$ 11,296,049.22
a. Motor Fuel (from Item I.A.1)		2. Maintenance:	3,729,048.40
b. Motor Vehicle (from Item I.B.1)		3. Road and Street Services:	
c. Total (a + b)		a. Snow and Ice Removal	
2. General Fund Appropriations	6,326,143.49	b. Other & Traffic Control Operations	
3. Other Local Imposts (from page 1, Item II.A3.c)	\$ 6,327,101.56	c. Total (a + b)	\$ -
4. Miscellaneous Local Receipts (from page 1, Item II.A4.c)	\$ 1,237,260.56	4. General Administration & Miscellaneous	2,662,066.92
5. Transfers from Toll Facilities		5. Highway Law Enforcement and Safety	
6. Proceeds of Sale of Bonds and Notes:		6. Total (1 through 5)	\$ 17,687,164.54
a. Bonds - Original Issues		B. Debt Service on Local Obligations:	
b. Bonds - Refunding Issues		1. Bonds:	
c. Notes		a. Interest	
d. Total (a + b + c)	\$ -	b. Redemption	
7. Total (1 through 6)	\$ 13,890,505.61	c. Total (a + b)	\$ -
B. Private Contributions		2. Notes:	
C. Receipts from State government (from page 1, Item II.C.4)	\$ 3,983,505.67	a. Interest	
D. Receipts from Federal government (from page 1, Item II.D.3)	\$ -	b. Redemption	
E. Total receipts (A.7 + B + C + D)	\$ 17,874,011.28	c. Total (a + b)	\$ -
		3. Total (1c + 2c)	\$ -
		C. Payments to State for Highways	
		D. Payments to Toll Facilities	
		E. Total Expenditures (A6 + B3 + C + D)	\$ 17,687,164.54
IV. LOCAL HIGHWAY DEBT STATUS			
(Show all entries at par)			
ITEM	OPENING DEBT	AMOUNT ISSUED	REDEMPTIONS
A. Bonds (Total)		\$ -	\$ -
1. Bonds (Refunding Portion)		\$ -	
B. Notes (Total)		\$ -	\$ -



Town of Erie

645 Holbrook Street
Erie, CO 80516

Town Council

Meeting Date: 8/25/2026

File #: 2026-127

Subject:

Northern Integrated Supply Project Presentation by Northern Colorado Water Conservancy District Staff

Department: Utilities,

Presenter(s): Todd Fessenden, Utilities Director

Time Estimate: 45 Min

Fiscal Summary:

Cost as Recommended:

Balance Available:

Fund:

Line Item Number:

New Appropriation Required:

Policy Issues:

This is an informational item only.

Staff Recommendation:

N/A

Summary/Key Points:

- Northern staff will cover recent developments, local and regional considerations, financing approaches, future projections, and comparisons to other available supplies.
- Presenting a business case for Erie to see NISP as a unique, generational, opportunity for the greater Northern Colorado region's vitality.

Background of Subject Matter:

The Town of Erie has been a participant with the Northern Colorado Water Conservancy District, acting by and through its Northern Colorado Water Conservancy District Northern Integrated Supply Project Water Activity Enterprise (NCWCD) to participate in the Northern Integrated Supply Project (NISP) for more than 21 years.

Erie is participating in NISP for a permitted firm yield of 4,500 acre-feet per year of water for future water demands and redundancy to its Colorado River-based supplies. As background, NISP is a water project coordinated by NCWCD to develop additional water resources for nine participant water providers within northern Colorado including Erie, Left Hand Water District, Fort Morgan, Central Weld County Water District, Windsor, Frederick, Fort Lupton, Lafayette, and Dacono and is anticipated to have a firm yield of 19,500 acre-feet. Erie has participated in this group to cooperatively pursue the Project since its inception.

NISP is intended to provide both a new water supply and redundant, high-quality source water which will also meet part of the Town's anticipated future water demands. NCWCD has a NISP webpage with additional information, maps, etc. which can be found here: <https://www.northernwater.org/nisp>

Key components of NISP include:

- Glade Reservoir
- Relocation of U.S. Highway 287
- A new tunnel and canal to deliver water to the Glade Forebay from the Poudre River near the canyon mouth
- Five pump plants to support water movement and delivery
- Delivery pipelines to participating communities

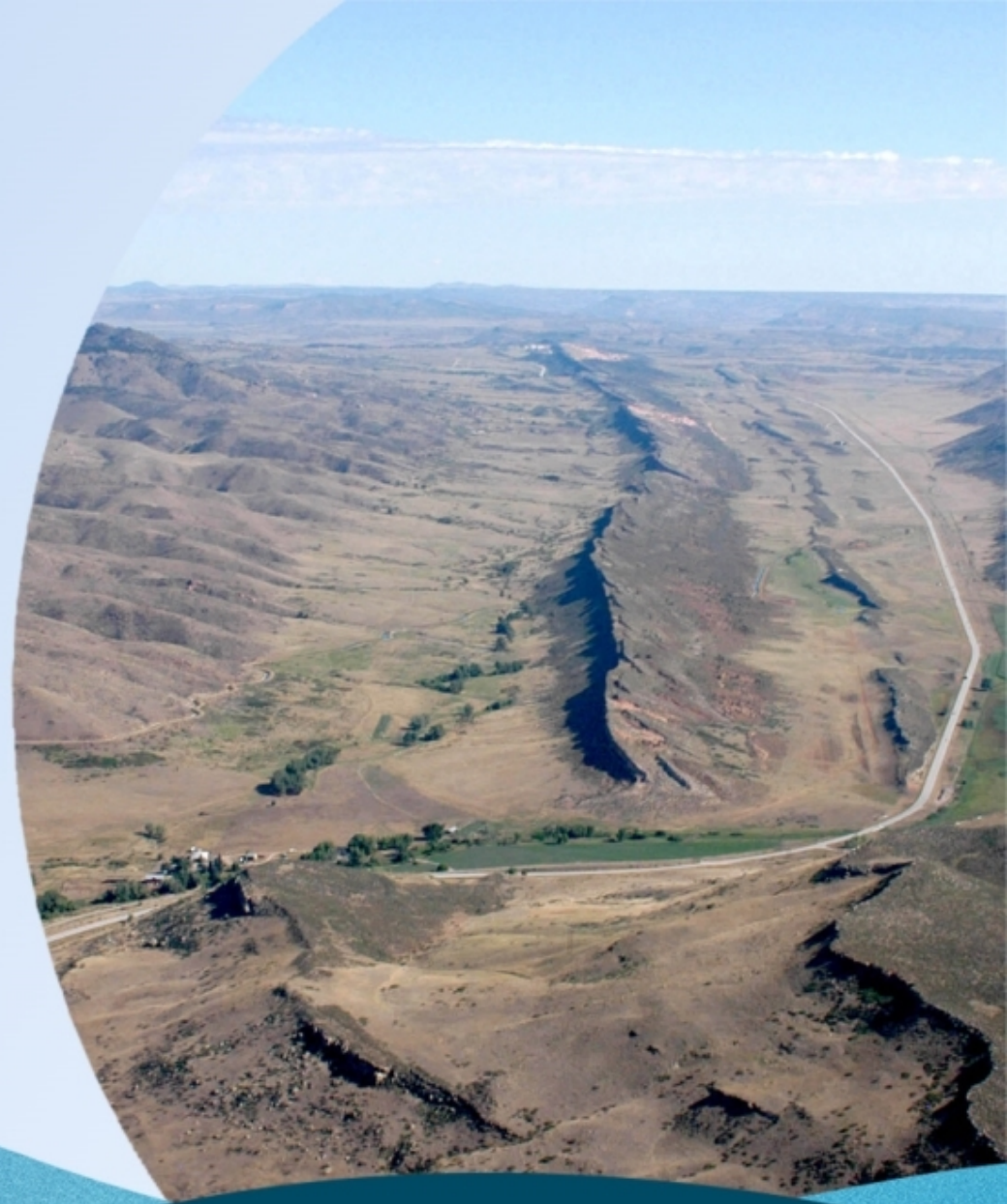
Attachments:

1. Presentation

Northern Integrated Supply Project

Erie Town Council Meeting
August 25, 2026

Brad Wind, Stephanie Cecil & Jonathan Hernandez
Northern Water



Discussion Framework

Evaluating the Northern Integrated Supply Project (NISP) as an Investment in Erie's Water Future

THE NEED

- Population growth
- Supply uncertainty
- Resiliency
- Diversification

THE OPPORTUNITY

- New firm water supply
- Regional collaboration
- Diversified portfolio

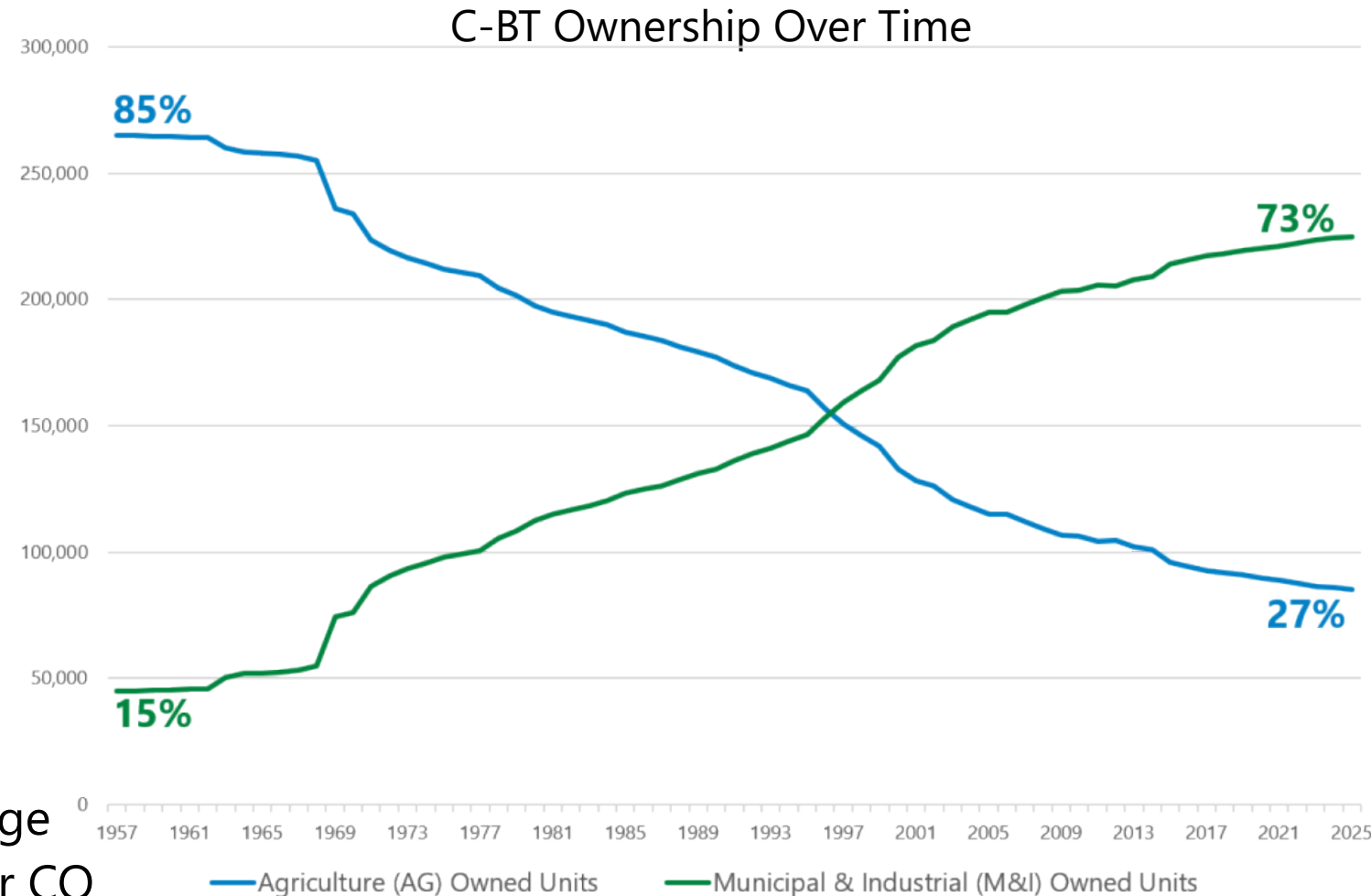
THE INVESTMENT

- Value and affordability
- Project cost
- Financing options
- Intergenerational equity

Why A New Water Project?

Securing new supplies early keeps Erie in a position to support residents, businesses, and future growth.

- Changing Conditions in the Water Market
 - Availability of native supplies and Colorado-Big Thompson water is shrinking
 - Colorado River (Windy Gap & C-BT) uncertainties
- Regional Conditions
 - Drought and climate variability
 - Growth projections
- Water Year 2026
 - Precipitation of 56% of average
 - Runoff forecasts around half of average
 - Worst May 1 Snowpack on Record for CO



Why Northern Integrated Supply Project?

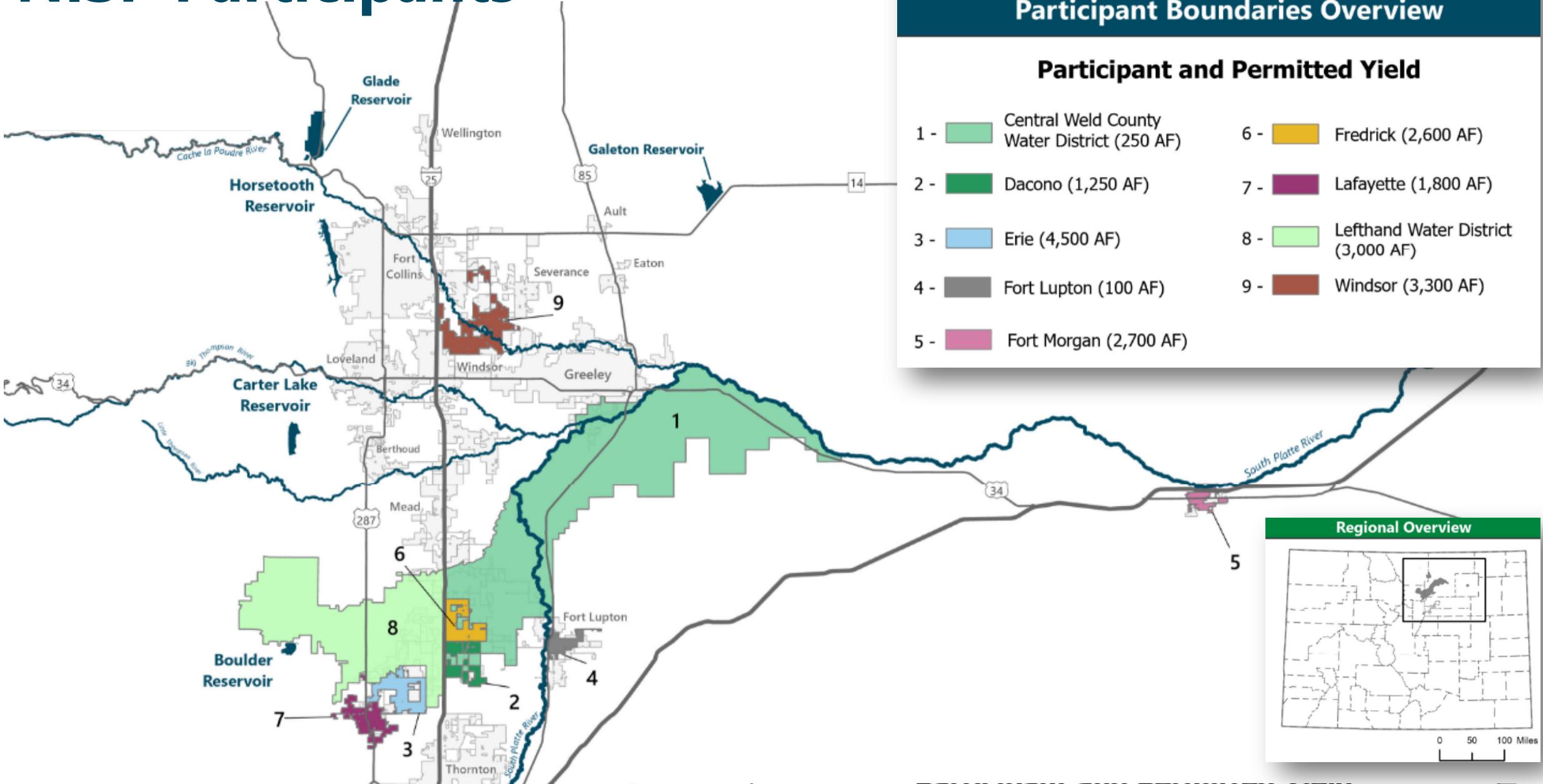
- Local supplies from East Slope
- Diversifies water supplies and provides resilience
- Provides both storage and year-round yield
- Supports the regional economy
- Avoids "Buy & Dry"
- Completed federal, state, and local permitting processes over the last 20+ years
- Very limited alternatives; no current equivalent

NISP is a Key Colorado Water Plan Solution

- One of Colorado's largest new municipal water supply projects.
- Helps reduce the South Platte Basin's projected 500,000+ AF/year supply gap.
- Advances the priorities of the South Platte Basin Implementation Plan.



NISP Participants



Glade Component

170,000
Acre-Ft

Storage in Glade Reservoir

19,500
Acre-Ft per Year

Poudre River water yield
(prior to Galeton Operations)

\$1.7B - \$2B
Total Cost

\$87,000 - \$103,000 per AF
per Year of Yield

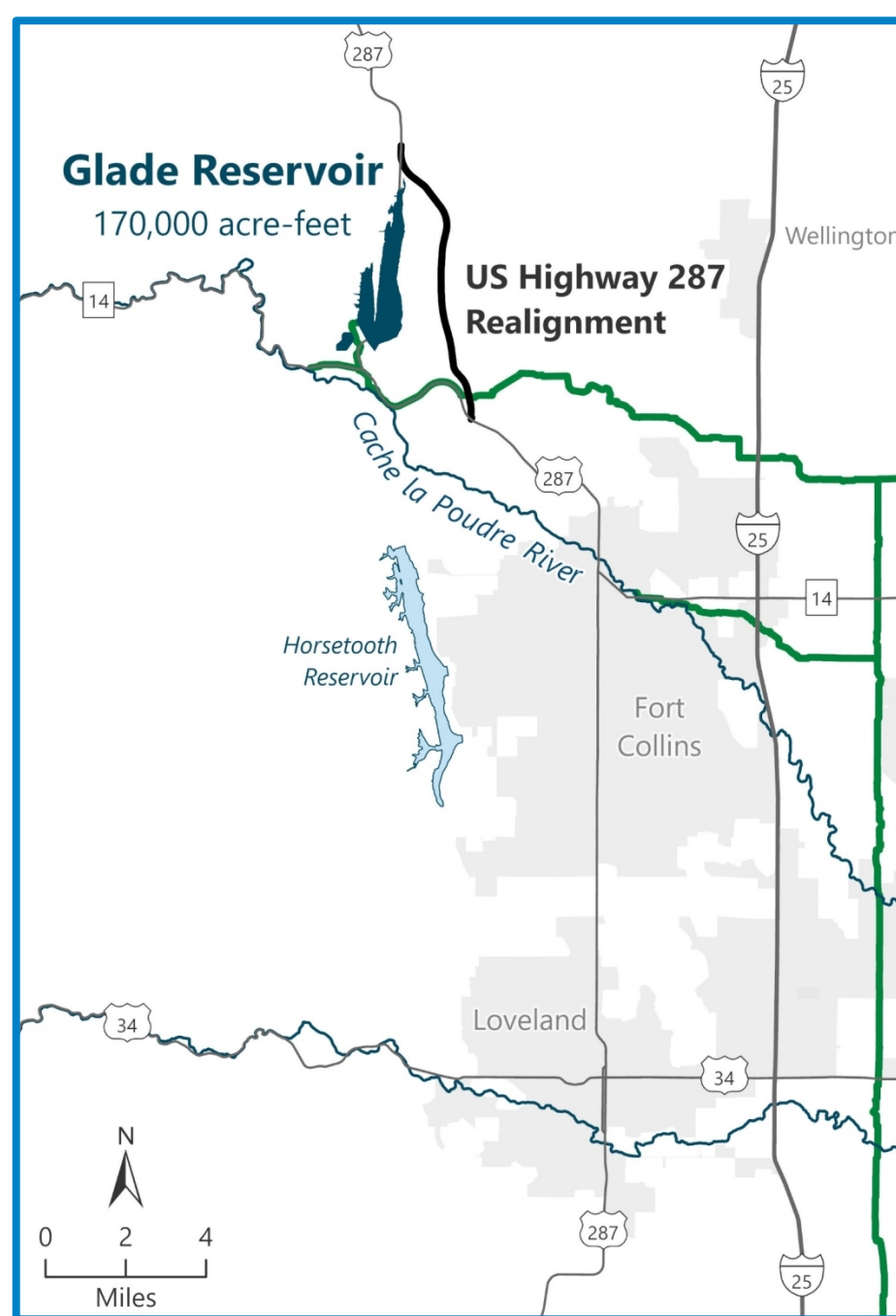
WHAT'S BEING BUILT

- Glade dam and reservoir, pump stations, diversions, conveyance
- US Highway 287 relocation
- Environmental mitigation projects

PARTICIPATION BENEFITS

- Water Supply of approximately 1 Acre-Ft per unit per year
- Water Storage of over 8 Acre-Ft per unit
- Adding new participants will lower both per unit cost and yield

**Galeton & South Platte water supply will be added based on need.*



Benefits Beyond a New Water Supply

Cost is usually judged on dollars per acre-foot yield — that misses two benefits the project delivers.

Storage

- Dedicated reservoir storage for Erie's use
- Saves wet-year flows for dry years
- Turns variable supply into firm yield
- Carries water through multi-year droughts
- **Steadies supply for today's customers, not just new growth**

Portfolio Diversification

- Spreads risk across independent sources
- Limits exposure to any single outage or wildfire
- Keeps options open as conditions change
- **Fewer restrictions for existing residents when one source fails**

NISP delivers reliability and resilience which benefits both new growth and today's residents.

Water Value Questions

What is the value of water during a drought?

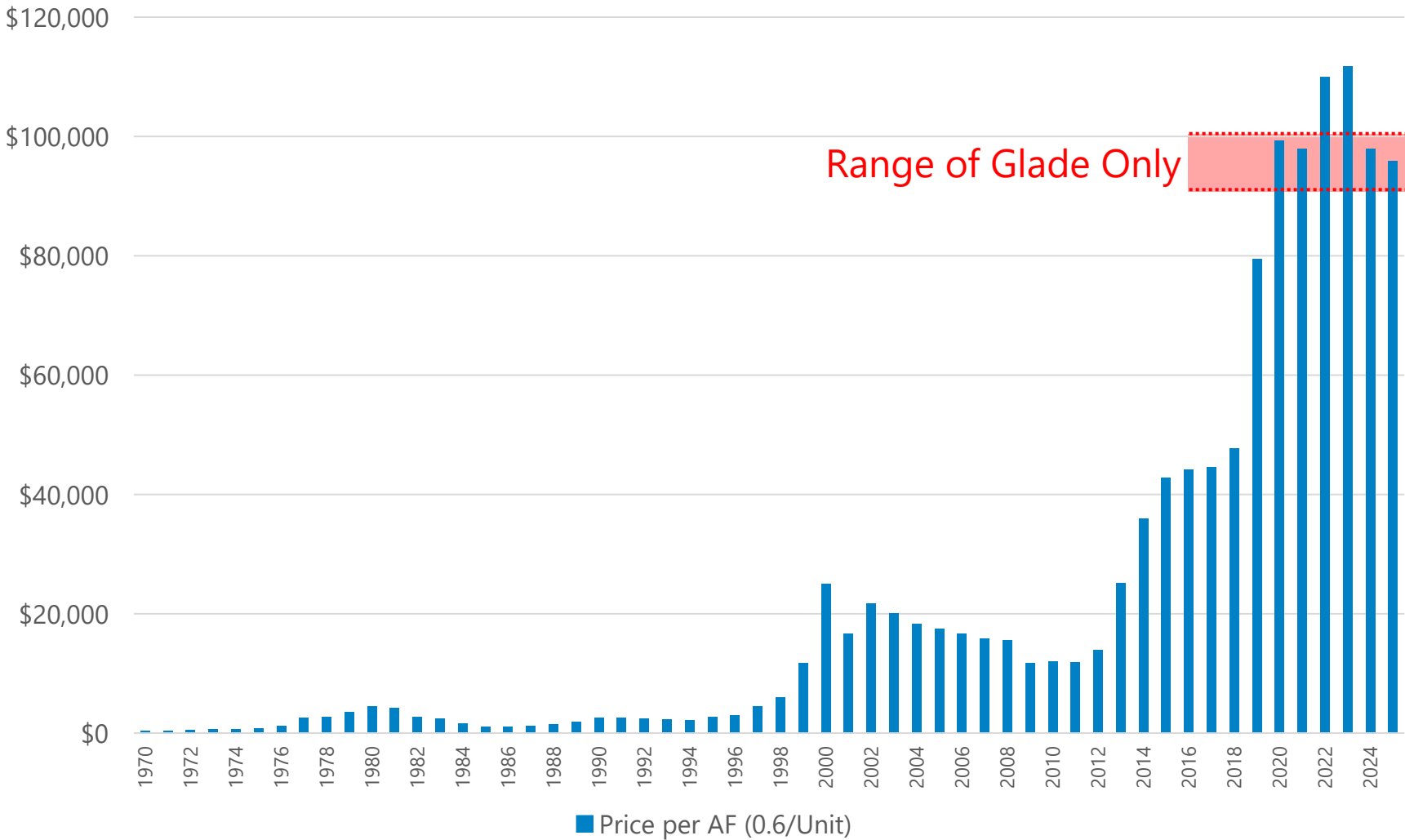
Who should pay for infrastructure that serves future generations?

What options remain if supply grows scarce or costly?

What does long-term water security mean for your community? For the regional economy?

Market Comparison to C-BT

Historical C-BT Price per AFY (@0.6 AF/Unit)



Period	CAGR*	Doubling Time (Yrs)
Last 10 Years	8.4%	8.6
Last 20 Years	8.9%	8.1
Last 30 Years	12.7%	5.7
Last 40 Years	11.9%	6.1
Last 50 Years	10.2%	7.1
Last 60 Years	11.2%	6.4

*Compound Annual Growth Rate represents the average annual rate of growth over a period, accounting for compounding.

Future Water Supplies Face Increasing Market Risks

C-BT Acquisitions Face Both Rising Prices and Shrinking Supply

Price: rising steadily over time

8% to 13%

Historical annualized C-BT price growth across 10- to 60-year evaluation periods.

Values have **doubled roughly every 6 - 9 years**, with the steepest gains in last 15 years.

Supply: fewer units left to transfer

9%

Remaining Class D Contracts within C-BT (approx. 17,000 AF)

Currently in use by agriculture; market availability is limited.

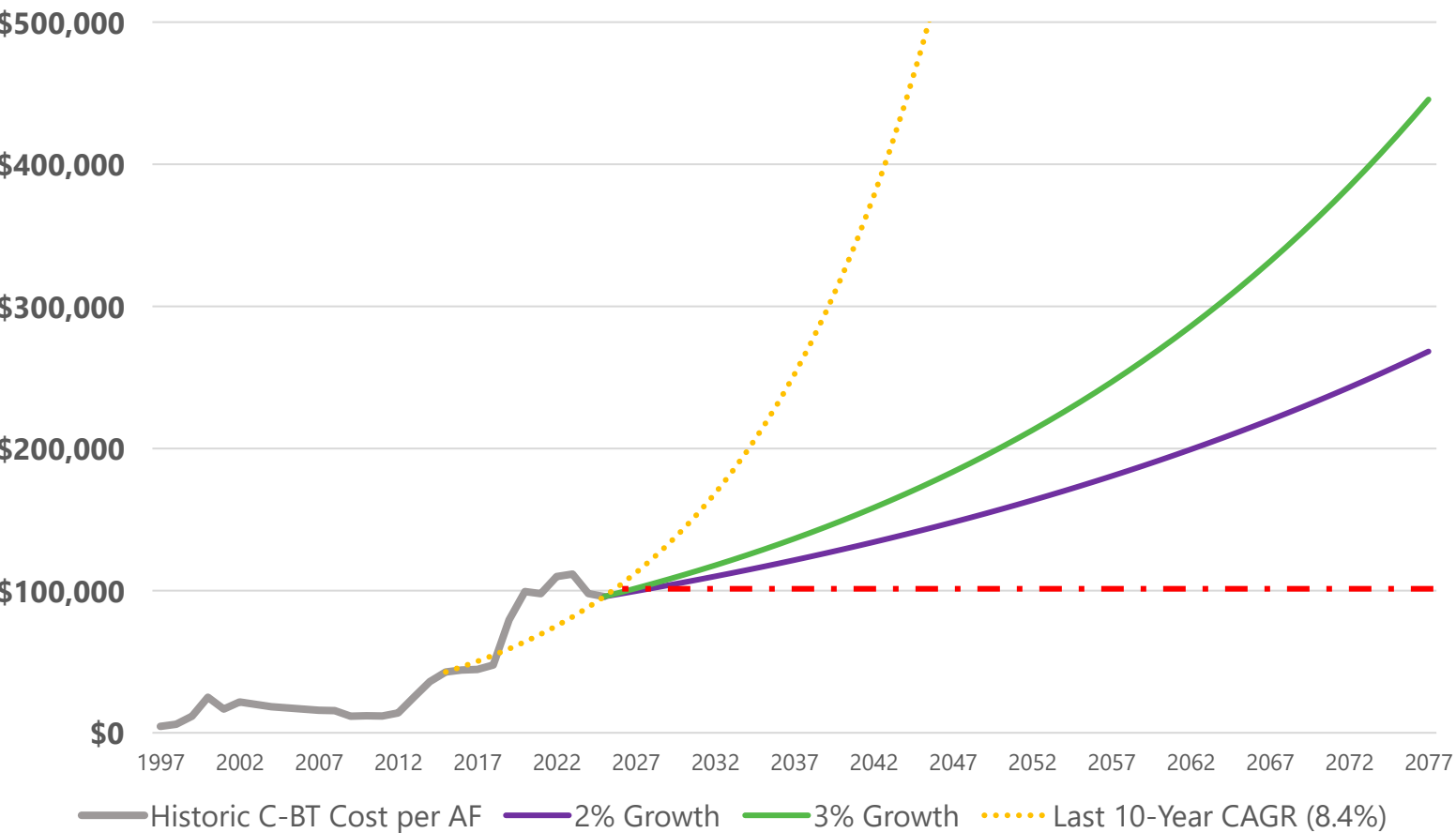
What it means

Higher Prices. Fewer Units. Greater Market Risk.

NISP Reduces Exposure to Future Market Risk

Future market purchases depend on supply and demand;
NISP secures water supply through a long-term infrastructure investment.

Illustrative C-BT Future Cost Scenarios



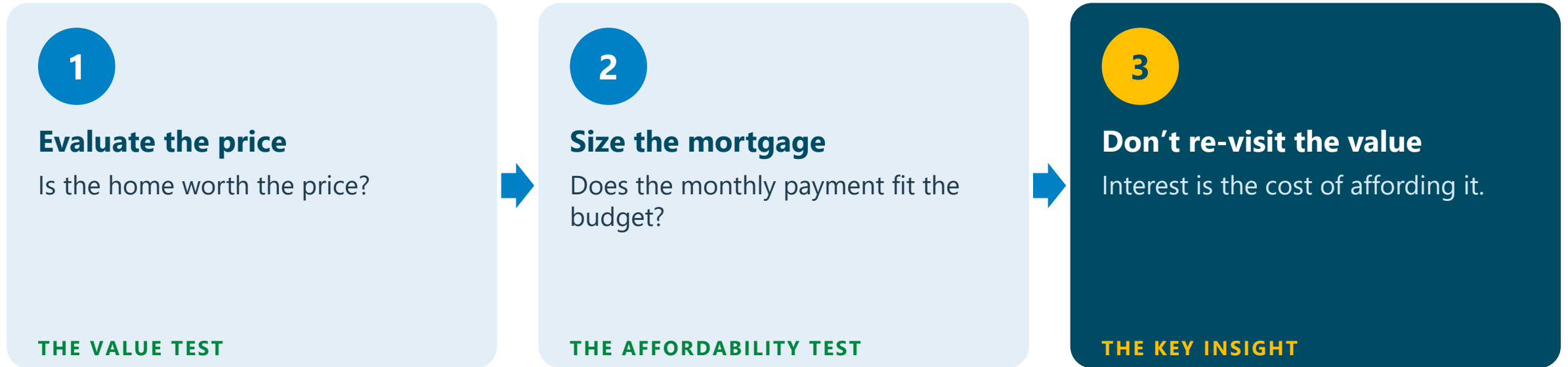
NISP PROVIDES SUPPLY AND PRICE CERTAINTY

Participants will lock in long-term supply at a known project cost (the red dashed line) rather than speculate on future market availability and pricing.

Illustrative scenarios based on 2% and 3% annual growth assumption and a historical C-BT appreciation rate.
Actual future market values are unknown.

Affordability: Financing Makes Participation Possible

It works just like buying a home.



Same for our water supply. Financing makes a proven investment affordable today — and fair across generations.

Financial Capital Stack

Four funding sources, layered to keep the long-term cost of the project as low as possible.

WIFIA

- Federal loan — up to 49% of costs
- Priced off US Treasury rates
- Payments sculpted to revenues

Tax Exempt Bonds

- Default long-term source
- Priced on NISP Enterprise credit rating

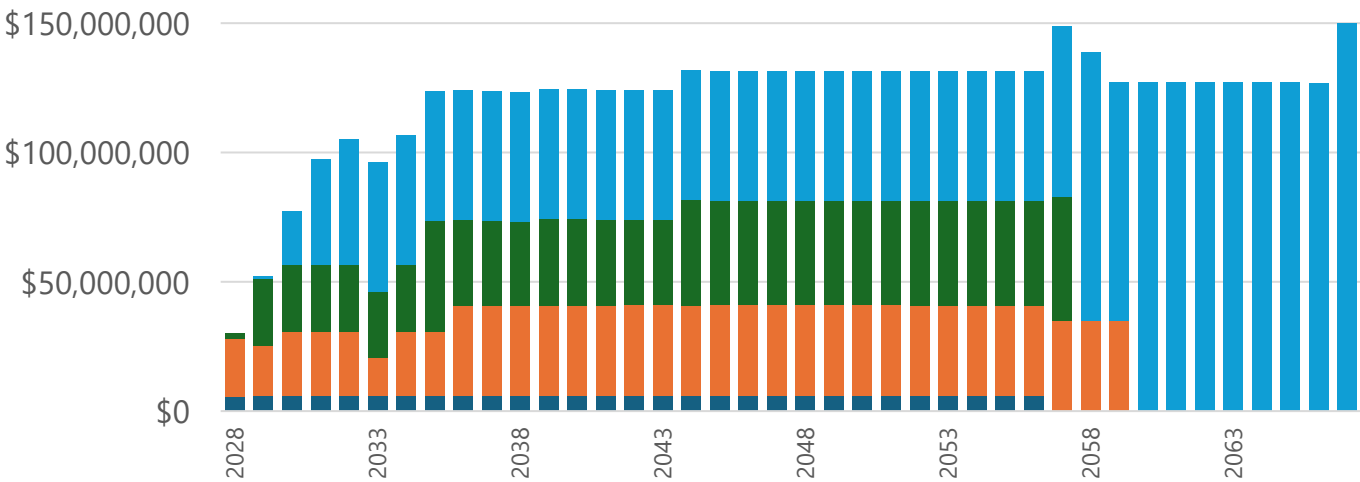
Bank Loan

- Short-term, quick access
- Repaid with bond proceeds

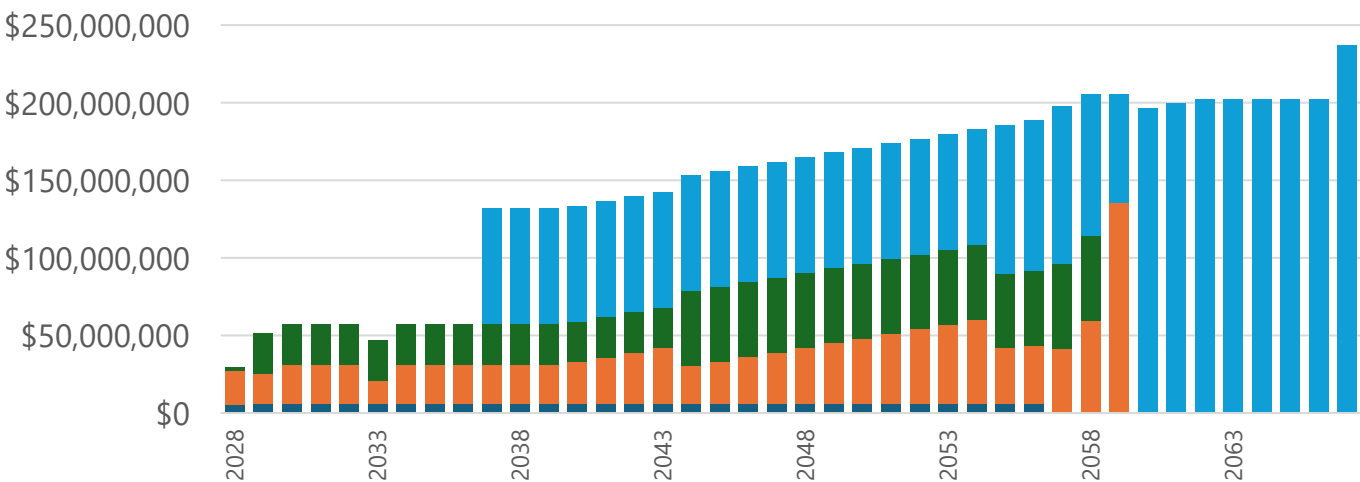
CWCB

- State loan — limited funds (\$100MM)
- 4% interest, 30-year level payments
- Subordinate to other debt

STANDARD STRUCTURE — annual net debt service



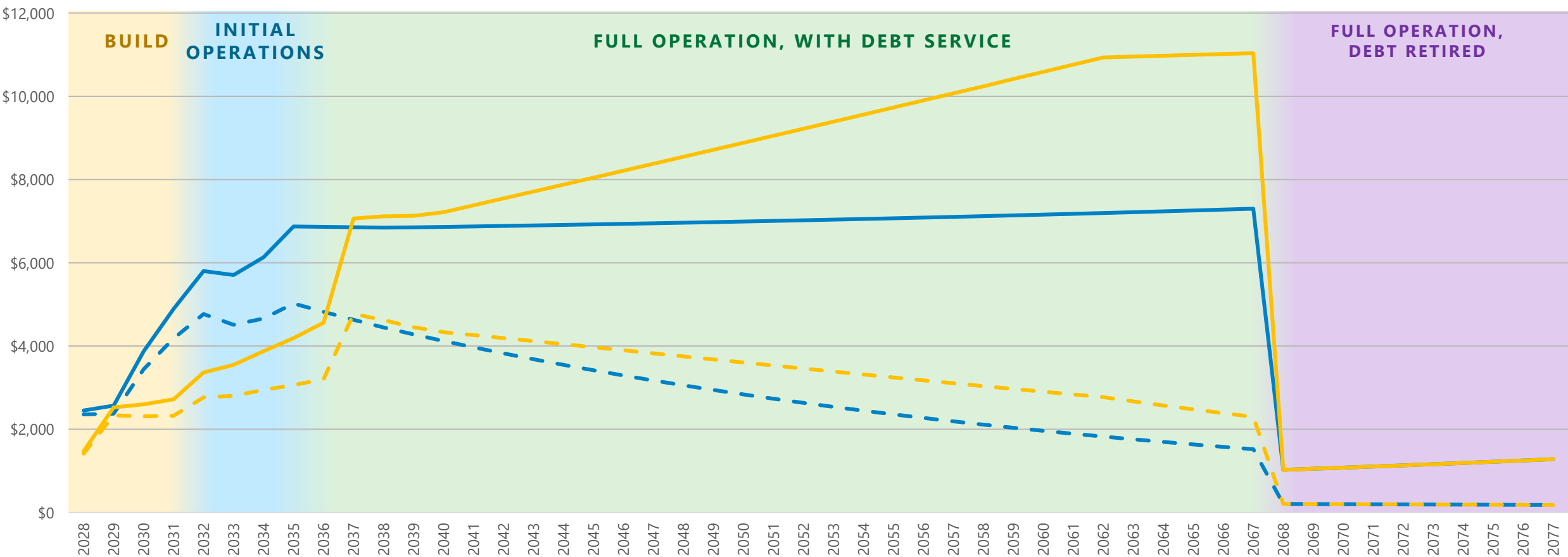
DEFERRED STRUCTURE — annual net debt service



Bar colors match the sources at left. Peaks are offset by other credits.

Assessment Projection by Financing Structure

Annual Projected Total Assessment per AFY
Standard Vs Deferred Structure. With and Without Discounting



Phases are for planning purposes. Actual timing will shift with construction progress and hydrology.

Standard — Standard @ 4% — Deferred — Deferred @ 4%

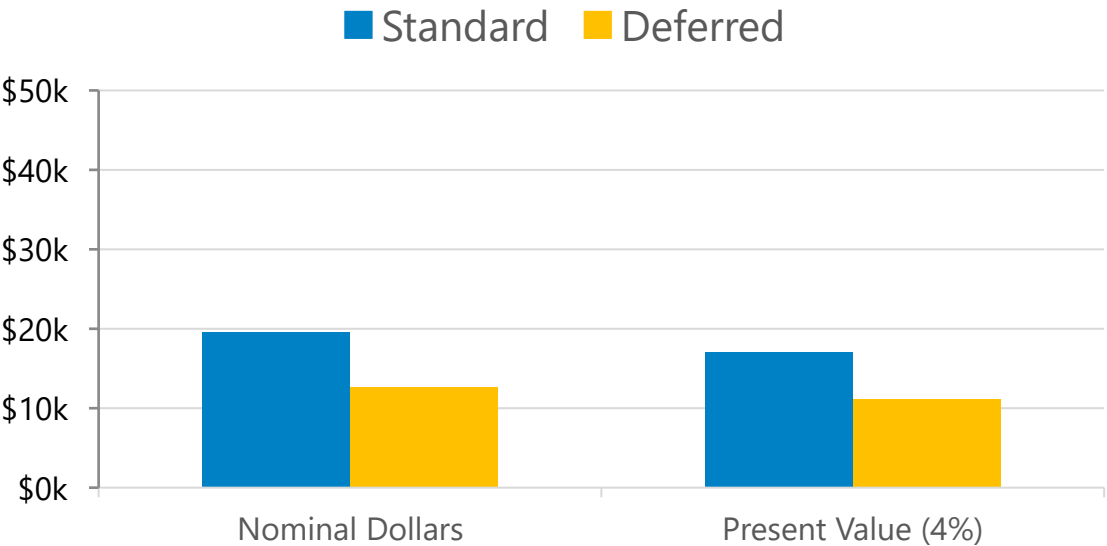
Ramps during construction to a level debt service

Lower early assessments, greater reliance on future growth

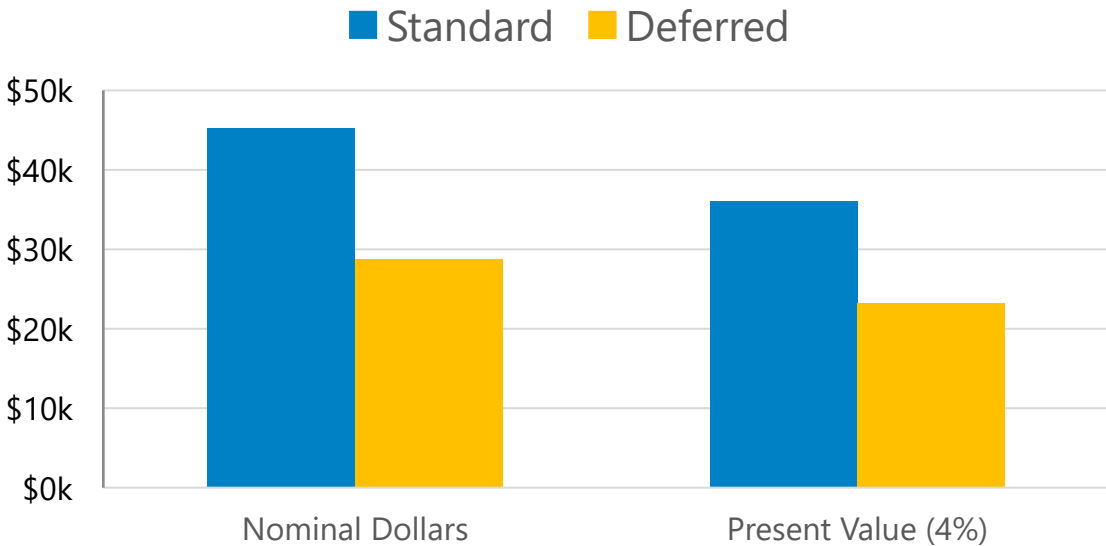
Near Term Cost Exposure

Financing cuts early-year cost exposure versus paying cash

Cumulative Assessments (First 5 Years)



Cumulative Assessments (First 9 Years)



Per Unit Costs Through Project Development

(2027 Dollars)

Cash ≈ \$101,000 (Not Shown in Chart)
Standard ≈ \$20,000
Deferred ≈ \$13,000

Per Unit Costs Through Project Development and Ramp-Up (2027 Dollars)

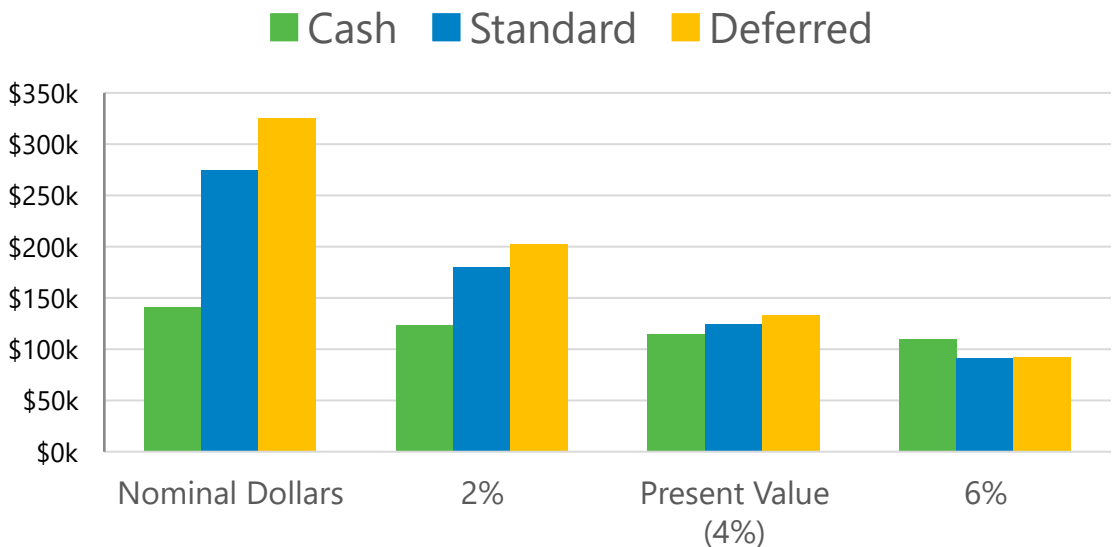
Cash ≈ \$104,000 (Not Shown in Chart)
Standard ≈ \$45,000
Deferred ≈ \$29,000

Assumed discount rate = 4%

50-Year Economic Cost

Financing changes when costs are paid rather than the long-term economic cost

Cumulative Assessments Over the First 50-years



50-Year Cost per Unit (PV @ 4%)

Cash ≈ \$115k
Standard ≈ \$125k
Deferred ≈ \$133k

Range: Only \$18k over 50 years

Average 50-Year Cost per AF Delivered (PV @ 4%)

Cash ≈ \$2,700
Standard ≈ \$3,000
Deferred ≈ \$3,200

Assumes 42 AF delivered over 1st 50-Years.

Grant Status

Approved \$487,500	Submitted – Pending \$24,000,000	Application in Progress \$3,600,000	Submitted – Not Awarded \$50,500,550
CWCB Water Plan Grant \$487,500	CWCB Water Plan Grant \$1,500,000 Water Resources Development Act (WRDA) \$22,500,000	WaterSMART \$3,000,000 WaterSMART \$400,000 CWCB Water Plan Grant \$200,000	Building Resilient Infrastructure and Communities (BRIC) \$20,000,000 Better Utilizing Investments to Leverage Development (BUILD) \$25,000,000 RESTORE Colorado \$500,550 Community Project Funding \$5,000,000

NISP continues to actively pursue federal, state, and local grant funding.

Upcoming Milestones

BID & PRICING

July 24, 2026
Release Invitations for Bids to Prequalified Contractors

October 2026
Receive Bids from Prequalified Contractors

November 2026
Updated Cost Presentations to Participants & Board

PARTICIPATION AGREEMENTS

January 2027
Interim Agreements Signed

August 2027
Final Allotment Contracts Signed

CONSTRUCTION

Fall 2027
Highway 287 Relocation Construction Start

January 2028
Glade Unit Packages – Full Construction Start

NISP: VALUE, AFFORDABILITY & LONG-TERM WATER SECURITY

Questions?



Value

Competitive Cost
Price Certainty
Long-Term Investment



Affordability

Long-Term Financing
Assessment Ramp-Up
Intergenerational Equity



Security

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Flexibility for Tomorrow
Generational Water Security

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Town of Erie

645 Holbrook Street
Erie, CO 80516

Town Council

Meeting Date: 8/25/2026

File #: 2026-230

Subject:

EXECUTIVE SESSION to discuss specialized details of security arrangements and investigations, specifically regarding cybersecurity protocols and mitigation strategies, pursuant to C.R.S. § 24-6-402(4)(d).

Department: Information Technology,

Presenter(s): Denise Jakan, Director of Information Technology

Time Estimate: 30 minutes

Fiscal Summary:

Cost as Recommended:

Balance Available:

Fund:

Line Item Number:

New Appropriation Required:

Policy Issues:

Staff Recommendation:

Summary/Key Points:

Background of Subject Matter:

Attachments:

None

