



BOARD OF TRUSTEES

441 3rd Street, Mead
Monday, March 14, 2022

AGENDA

I. 5:15 p.m. to 6:00 p.m.

Work Session: Bean Building Community Center

II. 6:00 p.m. to 10:00 p.m.

REGULAR MEETING

In accordance with the Town's Disaster Declaration dated March 21, 2020 related to the COVID-19 virus and the Town's Emergency Electronic Participation Policy for Regular and Special Meetings, this meeting will be held virtually in Zoom. Virtual access information including the Zoom meeting link will be provided on the Town's website and at designated posting places at least 24 hours prior to the meeting.

1. Call to Order – Roll Call

Mayor Colleen Whitlow
Mayor Pro Tem David Adams
Trustee Brooke Babcock
Trustee Debra Brodhead
Trustee Chris Cartwright
Trustee Trisha Harris
Trustee Herman Schranz

2. Moment of Silence

- a. Robert Clark (1923 - 2022) former mayor
- b. The People of Ukraine

3. Pledge of Allegiance to the Flag

4. Review and Approve Agenda

5. Staff Report: Town Manager Report

- [a.](#) Managers Report

6. Informational Item

- a. Shaping Our Identity - Continuation of Branding

7. Public Comment: 3 minute time limit. Comment is for any item whether it is on the agenda or not, unless it is set for public hearing.

8. Consent Agenda: *Consent Agenda items are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion of Consent Agenda items unless a Board member so requests, in which case the item may be removed from the Consent Agenda and considered at the end of the Consent Agenda. Because the Consent Agenda includes Town payables (bills list/check register) and routinely includes contracts and other items involving the expenditure of Town funds, the town Clerk shall require a roll call vote on the Consent Agenda, as required by MMC Sec 2-2-190(a).* **Consent Agenda includes:**

- [a.](#) Approval of Minutes - Regular Meeting February 28, 2022
- [b.](#) February 2022 Aging Report
- [c.](#) Check Register March 9, 2022
- [d.](#) **Resolution No. 21-R-2022** - A Resolution of the Town of Mead, Colorado, Approving Mead Police Department Taser Upgrades and Training

- e. **Resolution No. 22-R-2022** - A Resolution of the Town of Mead, Colorado, Granting Conditional Acceptance of the Phase 1C Landscaping Improvements (Highlands Filing No.1 Final Plat)

9. Public Hearing

- a. **Resolution No. 23-R-2022** - A Resolution of the Town of Mead, Colorado, Conditionally Approving the Service Plan for Grand Meadow Metropolitan District, and Authorizing Execution of the Intergovernmental Agreement Between the Town and the Grand Meadow Metropolitan District

10. Public Comment: *3 minute time limit. Comment is for any item whether it is on the agenda or not, unless it is set for public hearing.*

11. Elected Official Reports

- a. Town Trustees
- b. Mayor Whitlow

12. Executive Session: Pursuant to C.R.S. Section 24-6-402(4)(b) for legal advice on specific legal questions regarding the process of disconnection under State law

13. Executive Session Action Items

14. Adjournment

In accordance with the Americans with Disabilities Act, persons who need accommodation in order to attend or participate in this meeting should contact the Town Clerk's Office at 970-805-4182 within 48 hours prior to the meeting in order to request such assistance.

TO: Honorable Mayor and Trustees

FROM: Helen Migchelbrink, Town Manager

DATE: March 14, 2022

SUBJECT: Town Manager Report

- The closing on the purchase of 242 Main Street was completed on March 3rd. Public Works will inspect for maintenance needs. Improvements will be considered along with the Bean Plant Community Center.
- The first phase of the new agenda management software has been implemented. The software yields a more professional looking agenda and efficiencies in the agenda and packet building process. Other workflow enhancements will be rolled out over the next 90-180 days.
- The Four Towns' Broadband Initiative committee met on March 3 with the Public Works Directors from each of the towns discuss right of way permitting to be included in the agreement between Allo Communications and the towns of Mead, Johnstown, Berthoud and Milliken to provide high speed internet. The committee is reviewing the contract developed by attorney Ken Fellman to be considered by each town's board of trustees. The goal is to have the contract ready for consideration by April 30 with construction commencing by the end of 2022.
- There have been at least two instances of people leaving/abandoning vehicles at Ziggis parking lot for several days. This is private property and vehicles will be towed at the owner's expense.
- Municipal Court is scheduled for March 19, 2021 with 20 cases on the docket. Judge Thrower has elected to go back to in-person court.
- Mayor Whitlow and the Town Manager continue to participate in the I-25 Corridor Coalition which meets the first Wednesday of every month. The Town is advocating for funding of Section 5 of the I-25 widening project. Section 5 includes the area between SH 56 in Berthoud south to SH 66 in Mead and is currently unfunded.
- The Town will pursue grant funding to assist with the environmental clearance of a new interchange on I-25 at County Road 38.
- Planning for the Wall That Heals continues with Town Staff. The Wall That Heals will be on display at Founders Park from August 18 through August 21. There will be ample opportunity for community involvement with volunteers needed for all days of the event. Please contact Lorelei Nelson, PIO, at LNelson@townofmead.org for more information. Mead is currently the only hosting site scheduled in Colorado in 2022.
- Key projects update:
 - Third Street Reconstruction Project: Some remaining concrete on the south end of the project was placed. Completion of the punch-list items is postponed due to weather limitations.
 - Public Works Facility: The prefabricated metal building erection is nearing completion. Roofing, exterior skin, siding, and masonry will begin soon.
 - Lorin Mead Park at Highland Lake Improvements: The structural steel shop drawings have been approved and the steel is expected to be installed in early April, with final completion in early June.
 - 3rd and Welker Intersection – staff continues to coordinate with the survey and real estate consultants to initiate the acquisition process.
- YTD totals for new single family home permits:
 - 2022 YTD 14 SF Permits, 51 Certificates of Occupancy

- **Boards and Commissions**
 - The Planning Commission will meet on March 16 to review land use code revisions. One application has been received for the open Planning Commission position. Municipal Code requires any applicant to attend two meetings prior to consideration for appointment by the Board of Trustees. It is anticipated that the applicant will attend this meeting. Additionally, the Planning Commission Alternate has resigned due to moving outside of Mead. This leaves a vacant regular position and a vacant alternate position.
 - The Finance Committee receives monthly financial reports and will meet in person in April 2022.
- **Human Resources**
 - The Town is advertising for Police positions. There are currently two openings in the police department.

Community Development

- The Elevation 25 building permits, for the first two (2) buildings, are approved and vertical construction will begin soon.
- The QuikTrip Site Plan and Site Plan Agreement are scheduled for a Board meeting in April.
- Staff will bring proposed revisions to the allowed land uses in the non-residential zone districts in April.
- The Waterfront Preliminary Plat is scheduled to appear before the Board in May.
- The Meadow Ridge Preliminary Plat is scheduled to appear before the Board in May.
- Staff is working on the Mead Distribution Center project (in the Raterink subdivision) Site Plan and Site Plan Agreement. These applications are tentatively scheduled for a Board meeting in May.

Public Works and Engineering

- Staff interviewed 5 firms for the on-call RFQ for federally procured engineering design services that will be used on grant related projects like the SH66 underpass. Final selection is underway
- The Town received two bids for the Cured in Place Pipe (CIPP) sewer lining project and staff is in the process of reviewing the bids.
- Three annual maintenance contracts were released for bid for concrete, asphalt patching, and chip/slurry/crack seal. Bids are due March 30.
- Work is underway at the Wastewater Treatment Plant for piping and on-line instrument improvements.

Community Engagement

- Began preliminary implementation of new recreation software Community Pass
- Mead Motorheads submitted their application for their annual Car Show. They plan to ask the Board of Trustees to waive all fees associated with their event and request a monetary donation.
- The annual Easter Eggstravaganza will be held April 9, at 10 a.m. in Founders Park.
- Recreation has 84 kids in Pre-K through 3rd grade spring soccer. Practices and games will be held in Mead starting April 2.
- Community Engagement is hosting a Blood Drive on March 18, from 10 a.m. until 2 p.m. in the Community Room. This event is open to the public. We are in the first ever national blood crisis. Every two seconds, someone in the U.S. needs blood.

Police Department

- Report Attached



Mead Police Department Monthly Activity - February 2022

STAFFING:

Sergeants Ellis (Blue Side), Holmen (Red Side), and Officers Cramblet, Hansen, and Prince are working patrol.

Community Service Officer (CSO) Amber Burtis responds to code and animal calls.

School Resource Officer Synn is assigned to Mead Schools.

Officers Palmer, McElroy and Salazar are in field training.

TRAINING:

Gracie Defensive Tactics – Sgt Ellis

Crisis Intervention (CIT) Instructor Course - Synn

MONTHLY STATS:

Total Calls for Service (CFS) = 454 CAD entries

Traffic Contacts/Complaints/Hazards: 64 total, 25 warnings, 13 citations

Crashes: 40 responses

Code: 75 total, 13 citations, 28 warning (parking, abandoned vehicles, animal, etc)

Alarm Calls: 9 responses

Check Well Being Calls: 24 responses

Fire/Medical Assists: 12 responses

NOTABLE CALLS FOR SERVICE:

Vandalism – Ritchie Brothers – 22ML00470 – 02/01/2022

Equipment damaged by known suspect. Under investigation.

Crash – Mead High School – 22ML00471 – 02/01/2022

Two vehicle minor accident in the parking lot.

Warrant Arrest – [REDACTED] Hwy 66 – 22ML00475 – 02/02/2022

Driver contacted on a traffic stop and arrested on active warrants.

Theft – Highland Drive – 22ML00478 – 02/02/2022

Theft of construction equipment.

License plate recovery – Kum and Go – 22ML00502 – 02/03/2022

Officer recovered a license plate that the previous owner forgot to remove.

Crash – [REDACTED] WCR 5 – 22ML00507 – 02/03/2022

Two vehicle non-injury crash. Driver cited for careless driving.

Hit and Run Crash – Hwy 66 / Deere Crt – 22ML00509 – 02/03/2022

Victim run off the road, causing a rollover non-injury crash.

Recovered Stolen License Plate – Kum and Go – 22ML00523 – 02/04/2022

Officer located vehicle with stolen license plate. The vehicle was not stolen. A person associated with the vehicle was located later (see next entry).

Warrant Arrest – Kum and Go – 22ML00526 – 02/04/2022

Party connected with the vehicle bearing a stolen license plate was contacted in the Kum and Go. They were arrested on outstanding warrants.

Fraud – Mead – 22ML00524 – 02/04/2022

Victims reported a vehicle sales scam through ebay.

Crash – Hwy 66 / WCR 5 – 22ML00529 – 02/04/2022

Two vehicle non-injury crash. Driver cited for careless driving.

Harassment – Mead Middle School – 22ML00534 – 02/05/2022

SRO investigated report of threats and harassment by middle school student. No charges.

Assist Other Agency – WCR 38 – 22ML00535 – 02/05/2022

Officer assisted with the recovery of stolen property.

Animal Bite – Wrangler Way – 22ML00541 – 02/05/2022

Person bit trying to separate 2 dogs.

Theft – Pineywoods Street – 22ML00554 – 02/06/2022

Generator stolen out of pickup bed.

Runaway Juvenile – Mead – 22ML00579 – 02/08/2022

Juvenile was located at school.

Animal Bite – Silver Fox Ct – 22ML00583 – 02/08/2022

Owner bit by their cat.

Warrant Arrest – I-25 NB mm243 – 22ML00585 – 02/08/2022

Vehicle stopped for traffic violation, driver cited for revoked license and passenger arrest on outstanding warrants.

Animal Bite – Mustang Dr – 22ML00592 – 02/08/2022

Delivery person nipped by dog.

Traffic – Hwy 66 / I-25 – 22ML00595 – 02/08/2022

Vehicle stopped for equipment violations. Driver cited for fictitious plates.

Warrant Arrest – Hwy 66 / Mead St – 22ML00602 – 02/09/2022

Officer arrested driver for active warrant during a traffic stop.

Attempted Extortion x2 – Mead – 22ML00621/624 – 02/09/2022

Two reports of attempted extortion of juvenile over social media.

Threats / Possession of Weapon – Mead – 22ML00639 – 02/09/2022

Officers investigated reports of juvenile with a gun at bus stop. Unfounded.

DUI Crash – I-25 Frontage Rd / WCR 38 – 22ML00654 – 02/12/2022

Single vehicle crash, driver arrested for DUI.

Crash – Hwy 66 / WCR 9.5 – 22ML00675 – 02/14/2022

Three vehicle non-injury crash. Driver cited for careless driving.

Assist Other Agency – WCR 28 – 22ML00686 – 02/14/2022

Officer assisted Weld County with suspicious person call.

Crash – Hwy 66 / I-25 Off-Ramp – 22ML00714 – 02/16/2022

Single vehicle crash, minor damage.

Updates to Sex Offender Registration Files – Mead – 22ML00730/734/735 – 02/17/2022

Some registrants were deactivated, and files closed.

Crash – Hwy 66 / WCR 17 – 22ML00777 – 02/21/2022

Two vehicle non-injury crash. Driver cited for following too closely.

Warrant Arrest – Mead PD – 22ML00792 – 02/22/2022

Party turned himself in on an active arrest warrant.

Impersonation / Warrant Arrest – [REDACTED] Hwy 66 – 22ML00799 – 02/22/2022

Subject contacted on a traffic stop, provided false information, and was arrested on active warrants and charged with impersonation.

Crash – Hwy 66 / I-25 Off-Ramp – 22ML00814 – 02/23/2022

Two car non-injury crash, driver cited for careless driving.

Hit and Run Crash – Branding Iron Way / Saddle Drive – 22ML00844 – 02/24/2022

Single vehicle crash with property damage to a tree.

Fraud – Mead – 22ML00857 – 02/25/2022

Fuel purchased on victim's credit card.

Crash – Hwy 66 / I-25 – 22ML00872 – 02/25/2022

Two car non-injury crash, driver cited for careless driving.

Recovery of stolen license plate – Kum and Go – 22ML00897 – 02/28/2022

Officer observed suspicious vehicle and recovered a stolen license plate out of Wyoming.

Recovery of stolen trailer – WCR 36 / Markham Ave – 22ML00899 – 02/28/2022

Trailer was reported in the roadway and confirmed to be stolen.

Barking Dog – 5th Street / Martin Ave – 22ML00900 – 02/28/2022

Re-occurring issue.

Fraud – Mead – 22ML00903 – 02/28/2022

Victim had checks taken out of mailbox and cashed.

**Town of Mead
Regular Meeting
Board of Trustees
February 28, 2022
6:00 p.m.**

Section 8, Item a.

1. Call to Order - Roll Call

Mayor Colleen Whitlow called the Regular Meeting of the Board of Trustees to order at 6:00 p.m.

Due to the Town's Disaster Declaration of March 21, 2020 related to the COVID-19 virus, the meeting was held with virtual access provided through Zoom.

Present	Mayor Colleen Whitlow Mayor Pro Tem David Adams (via virtual access) Trustee Brooke Babcock Trustee Debra Brodhead Trustee Trisha Harris Trustee Herman Schranz
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Absent	Trustee Chris Cartwright
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Also present: Town Manager Helen Migchelbrink; Town Clerk / Treasurer Mary Strutt; Police Chief Brent Newbanks; Town Attorney Marcus McAskin; Town Engineer / Public Works Director Erika Rasmussen; Public Information Officer Lorelei Nelson; Community Development Director Jason Bradford.

Attending via virtual access: members of the public.

2. Moment of Silence

Mayor Whitlow requested the observance of a moment of silence for those living under threat of war.

3. Pledge of Allegiance to the Flag

The assembly pledged allegiance to the flag.

4. Review and Approve Agenda

Motion was made by Trustee Harris, seconded by Trustee Babcock, to approve the agenda. Motion carried 6-0, on a roll call vote.

5. Staff Report: Town Manager Report

Town Manager Helen Migchelbrink discussed purchase of 242 Main St; signage installation; two large commercial building permits issued in February – Postle and Elevation 25.

6. Informational Items

a. QuikTrip

Mike Talcott, QuikTrip Real Estate Project Manager, discussed the corporation, stores and plans for the site on Hwy 66 west of I-25.

b. Recreation and Events Update

Public Information Officer Lorelei Nelson discussed upcoming youth recreation programs, summer town-wide events and adult programming.

7. Public Comment

There was no public comment at this time.

8. Consent Agenda

- a. Approval of Minutes–Regular Meeting February 14, 2022
- b. January 2022 Financials
- c. Check Register February 23, 2022
- d. Investment Portfolio 4th Quarter 2021
- e. **Resolution No. 19-R-2022** – A Resolution of the Town of Mead, Colorado, Approving an Agreement for Professional Services Between the Town and Next Step Communications, LLC for Installation of Phone/Data Infrastructure at the New Public Works Facility
- f. **Resolution No. 20-R-2022** – A Resolution of the Town of Mead, Colorado, Approving a Special Project Task Order for JVA, Inc. to Complete the Design and Provide Construction Phase Services to Replace the Bar Screen and Ventilation Improvements in the Headworks Building at the Wastewater Treatment Plant
- g. **Ordinance No. 991** – An Ordinance of the Town of Mead, Colorado, Amending Section 2-2-20 of the Mead Municipal Code Concerning Compensation of Mayor and the Board of Trustees

Motion was made by Trustee Harris, seconded by Trustee Schranz, to approve the consent agenda. Motion carried 6-0, on a roll call vote.

9. Legislative Update

Town Attorney Marcus McAskin discussed the opening of the legislative session and bills that are being considered.

10. Public Comment

There was no public comment at this time.

11. Elected Officials Report

- a. Town Trustees

The Trustees had no further comment.

- b. Mayor Whitlow

Mayor Whitlow discussed I-25 Coalition meeting; DRCOG working group and Coffee with the Mayor scheduled for March 5th.

12. **Adjournment**

Motion was made by Trustee Schranz, seconded by Trustee Babcock, to adjourn the meeting. Motion carried 6-0, on a roll call vote.

The Regular Meeting of the Town of Mead Board of Trustees adjourned at approximately 7:08 p.m. on Monday, February 28, 2022.

ATTEST:

Colleen G. Whitlow, Mayor

Mary E. Strutt, MMC, Town Clerk

Report Criteria:

Aging by Date

Aged using Payment Date

Customer Number	Name	Balance	Future	Current	Over 30	Over 60	Over 90	Over 120	Over 150
1	St. Vrain Valley School District	563.50	563.50	-	-	-	-	-	-
22	Prairie Hills	195.00	-	195.00	-	-	-	-	-
45	Mead Development Group, Inc.	3,890.00-	-	400.00-	-	-	3,490.00-	-	-
162	Mead High School	5,520.00	320.00	-	1,080.00	720.00	3,400.00	-	-
208	Sekich Properties	5,089.00-	-	-	-	-	-	-	5,089.00-
214	Mead Towne Center	5,620.00	-	-	325.00	-	-	-	5,295.00
239	Gopher Gulch	4,094.00-	-	-	-	4,094.00-	-	-	-
256	Prosper Land & Development LLC	1,240.00	-	1,240.00	-	-	-	-	-
258	JDV Metropolitan District	2,526.50-	-	-	-	-	-	-	2,526.50-
259	Scannell Properties	16,331.84-	-	4,657.72-	-	-	-	-	11,674.12-
261	Great Western Operating Co LLC	2,224.25-	-	-	-	-	-	-	2,224.25-
262	Eagle Development Company	22,336.75-	-	-	-	-	-	-	22,336.75-
263	Eagle Development	32,074.25-	-	-	-	-	-	-	32,074.25-
264	Ventana Capital	3,246.00	-	-	-	2,916.00	330.00	-	-
270	Highland Development Services Inc	4,067.00	-	-	-	-	-	-	4,067.00
272	Iglesia De Jesucristo	5,720.00	-	5,720.00	-	-	-	-	-
277	Front Range Investment Holdings LLC	5,613.00-	-	-	-	-	-	-	5,613.00-
280	Benson Farms - MD	2,430.25-	-	-	-	-	-	-	2,430.25-
282	Agfinity, Inc	910.00	-	-	325.00	-	585.00	-	-
283	Hylandtown/ Weld County Land Investors	5,018.00	-	-	-	-	-	-	5,018.00
284	Ziggi's Coffe Headquarters	10,556.50-	-	-	-	-	-	-	10,556.50-
285	Boulder Scientific Company, LLC	3,678.50-	-	-	-	-	-	-	3,678.50-
287	Eagle Development LRMD	1,855.00-	-	-	-	-	-	-	1,855.00-
290	Forestar Real Estate Group	4,353.54	1,619.79	-	2,733.75	-	-	-	-
292	BREG Industrial Development	24,217.63	19,415.25	4,802.38	-	-	-	-	-
293	Equinox Mead, LLC	7,525.00	7,525.00	-	-	-	-	-	-
294	QuikTrip Corp	2,068.48	262.60	1,805.88	-	-	-	-	-
296	Silver Point Development	3,260.00	3,260.00	-	-	-	-	-	-
297	Meadow Ridge Development, Inc	4,671.25	4,671.25	-	-	-	-	-	-
298	Century Land Holdings LLC	590.85	590.85	-	-	-	-	-	-
299	Lizondo Futbol Academy LLC	1,982.49	-	-	-	-	199.98	1,579.64	202.87
300	Turner Automotive	2,766.00	2,766.00	-	-	-	-	-	-
301	BREG Industrial Devel. c/o Broe Real Es	7,429.16	1,733.16	5,696.00	-	-	-	-	-
302	SunCap Property Group	1,920.01	1,920.01	-	-	-	-	-	-
307	Tharaldson Ethanol Plant	6,262.75	3,017.25	3,245.50	-	-	-	-	-
308	Melody Homes Inc.	4,472.16	2,612.50	-	1,859.66	-	-	-	-
309	Sitewise	3,900.00	-	-	3,900.00	-	-	-	-
312	Schuman Companies	7,175.11	1,043.33	381.78	5,750.00	-	-	-	-
Grand Totals:		1,994.09	51,320.49	18,028.82	15,973.41	458.00-	1,024.98	1,579.64	85,475.25-

Report Criteria:

Report type: GL detail

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
03/22	03/09/2022	34603	4RIVERS EQUIPMENT	1233993	01-44-5216	Parts	168.04
03/22	03/09/2022	34603	4RIVERS EQUIPMENT	1234472	01-44-5216	Backhoe	83.86
03/22	03/09/2022	34603	4RIVERS EQUIPMENT	1234902	01-44-5216	Backhoe	37.53
03/22	03/09/2022	34603	4RIVERS EQUIPMENT	1238619	01-44-5216	Backhoe door	64.00
Total 34603:							353.43
03/22	03/09/2022	34604	ADAMSON POLICE PRODUCTS	343259CM	01-42-5254	Credit INV343259	109.95-
03/22	03/09/2022	34604	ADAMSON POLICE PRODUCTS	INV370769	01-42-5254	McElroy Uni gear	12.95
03/22	03/09/2022	34604	ADAMSON POLICE PRODUCTS	INV370772	01-42-5254	Salazar/ uni/gear	12.95
03/22	03/09/2022	34604	ADAMSON POLICE PRODUCTS	INV371915	01-42-5254	Smith Tourn	112.50
03/22	03/09/2022	34604	ADAMSON POLICE PRODUCTS	INV371979	01-42-5254	baton	143.95
03/22	03/09/2022	34604	ADAMSON POLICE PRODUCTS	INV372464	01-42-5255	DT Exact Impact	500.00
Total 34604:							672.40
03/22	03/09/2022	34605	ADVANCED AUTO PARTS	12162-68810	01-44-5216	Parts	38.61
03/22	03/09/2022	34605	ADVANCED AUTO PARTS	12162-68861	01-44-5216	Solenoid	30.44
03/22	03/09/2022	34605	ADVANCED AUTO PARTS	12162-68958	01-44-5216	bulb	6.64
Total 34605:							75.69
03/22	03/09/2022	34606	Alerus Retirement Consulting	59161	01-40-5068	FSA Administration 2/2022	155.00
Total 34606:							155.00
03/22	03/09/2022	34607	ALPHAGRAPHICS OF NO COLO	102447	01-40-5215	Decals	32.64
03/22	03/09/2022	34607	ALPHAGRAPHICS OF NO COLO	102447	01-42-5215	Decals	1,284.18
Total 34607:							1,316.82
03/22	03/09/2022	34608	AMAZON CAPITAL SERVICES	11NQPDVHF	01-40-5200	Supplies	10.72
03/22	03/09/2022	34608	AMAZON CAPITAL SERVICES	11NQPDVHF	01-42-5254	Supplies	39.98
03/22	03/09/2022	34608	AMAZON CAPITAL SERVICES	1TGWTHRR	01-42-5255	PD supplies	69.09
Total 34608:							119.79
03/22	03/09/2022	34609	Arrow J Landscape & Design Inc	6	14-02-2005	Highland Lake	3,467.50-
03/22	03/09/2022	34609	Arrow J Landscape & Design Inc	6	14-40-5500	Highland Lake	69,350.00
03/22	03/09/2022	34609	Arrow J Landscape & Design Inc	7	14-40-5500	Highland Lake	151,315.91
03/22	03/09/2022	34609	Arrow J Landscape & Design Inc	7	14-02-2005	Highland Lake	7,565.80-
Total 34609:							209,632.61
03/22	03/09/2022	34610	BSN SPORTS LLC	915655365	01-49-5260	Rec supplies	1,560.02
03/22	03/09/2022	34610	BSN SPORTS LLC	916104418	01-49-5260	Rec ball bags	299.26
03/22	03/09/2022	34610	BSN SPORTS LLC	916141888	01-49-5260	Volleyballs	570.00
Total 34610:							2,429.28
03/22	03/09/2022	34611	BUCKEYE WELDING SUPPLY C	05063086	01-44-5369	Cylinder Rental	7.65

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 34611:							7.65
03/22	03/09/2022	34612	CARDMEMBER SERVICE	1454 022422	01-43-5700	Food for team building meeting.	20.80
03/22	03/09/2022	34612	CARDMEMBER SERVICE	1454 022422	01-43-5700	Food for team building meeting.	68.87
03/22	03/09/2022	34612	CARDMEMBER SERVICE	1454 022422	01-43-5330	Rocky Mt. Land Use Institute Conferenc	80.50
03/22	03/09/2022	34612	CARDMEMBER SERVICE	1454 022422	01-43-5330	Virtual classes for Jeann ine (ICC permit	470.00
03/22	03/09/2022	34612	CARDMEMBER SERVICE	1454 022422	01-43-5330	Study materials for Jeannine (ICC permit	53.95
03/22	03/09/2022	34612	CARDMEMBER SERVICE	2504 022422	01-42-5210	File Cabinet Key	2.99
03/22	03/09/2022	34612	CARDMEMBER SERVICE	2504 022422	01-42-5216	Car Wash [Barcode inoperable]	20.00
03/22	03/09/2022	34612	CARDMEMBER SERVICE	2504 022422	01-42-5216	Snow Remover - Vehicle 2	24.98
03/22	03/09/2022	34612	CARDMEMBER SERVICE	2504 022422	01-42-5216	Foam Snow Remover - PD	21.99
03/22	03/09/2022	34612	CARDMEMBER SERVICE	2504 022422	01-42-5255	First Aid Kit Supplies	50.46
03/22	03/09/2022	34612	CARDMEMBER SERVICE	3514 022422	01-43-5700	Food for DRC Meeting	32.00
03/22	03/09/2022	34612	CARDMEMBER SERVICE	3514 022422	01-43-5700	Food for DRC Meeting	11.53
03/22	03/09/2022	34612	CARDMEMBER SERVICE	3514 022422	01-40-5700	Lunch Meeting - Broadband Project	42.16
03/22	03/09/2022	34612	CARDMEMBER SERVICE	3514 022422	01-40-5331	Online Newspaper Subscription - No Rec	14.99
03/22	03/09/2022	34612	CARDMEMBER SERVICE	3514 022422	01-47-5330	Toll Services for Training - Deano	33.15
03/22	03/09/2022	34612	CARDMEMBER SERVICE	3514 022422	01-40-5700	Lunch Meeting - 1-25 Expansion Project	50.77
03/22	03/09/2022	34612	CARDMEMBER SERVICE	3514 022422	01-40-5331	Online Newspaper Subscription - No Rec	6.99
03/22	03/09/2022	34612	CARDMEMBER SERVICE	5590 022422	01-44-5216	Car wash monthly membership	12.00
03/22	03/09/2022	34612	CARDMEMBER SERVICE	5590 022422	01-47-5201	Inspector Computer	999.99
03/22	03/09/2022	34612	CARDMEMBER SERVICE	5590 022422	01-47-5201	Inspector keyboard	279.99
03/22	03/09/2022	34612	CARDMEMBER SERVICE	7239 022422	01-49-5260	rec coaches background check	50.00
03/22	03/09/2022	34612	CARDMEMBER SERVICE	7239 022422	01-49-5331	canva pro subscription-Kaley	119.99
03/22	03/09/2022	34612	CARDMEMBER SERVICE	7239 022422	01-49-5349	lunch and learn food	240.64
03/22	03/09/2022	34612	CARDMEMBER SERVICE	7239 022422	01-49-5331	Mead Messenger monthly subscription	17.00
03/22	03/09/2022	34612	CARDMEMBER SERVICE	7239 022422	01-49-5260	Rec brochure qr code	170.42
03/22	03/09/2022	34612	CARDMEMBER SERVICE	7239 022422	18-52-5500	Concert in Park stage cover	6,000.00
03/22	03/09/2022	34612	CARDMEMBER SERVICE	7700 022422	01-40-5331	Newspaper Subscription - No receipt	11.99
03/22	03/09/2022	34612	CARDMEMBER SERVICE	7700 022422	01-40-5201	monthly microsoft subscriptions	650.00
03/22	03/09/2022	34612	CARDMEMBER SERVICE	7700 022422	01-40-5205	Postage	8.95
03/22	03/09/2022	34612	CARDMEMBER SERVICE	7700 022422	01-41-5700	BOT meeting	84.85
03/22	03/09/2022	34612	CARDMEMBER SERVICE	7700 022422	01-41-5330	legislative workshop	220.00
03/22	03/09/2022	34612	CARDMEMBER SERVICE	7700 022422	01-40-5205	Postage	8.95
03/22	03/09/2022	34612	CARDMEMBER SERVICE	7700 022422	01-40-5205	Postage	17.90
03/22	03/09/2022	34612	CARDMEMBER SERVICE	7700 022422	01-41-5330	clerk's training	735.00
03/22	03/09/2022	34612	CARDMEMBER SERVICE	7700 022422	01-41-5430	copy from WCCR	.50
03/22	03/09/2022	34612	CARDMEMBER SERVICE	7700 022422	01-41-5201	av equip	49.00
03/22	03/09/2022	34612	CARDMEMBER SERVICE	7700 022422	01-40-5205	Postage	8.95
03/22	03/09/2022	34612	CARDMEMBER SERVICE	7700 022422	01-40-5331	CGFOA membership	65.00
03/22	03/09/2022	34612	CARDMEMBER SERVICE	7700 022422	01-40-5205	Postage	8.95
03/22	03/09/2022	34612	CARDMEMBER SERVICE	7700 022422	01-40-5330	bookkeeping cert classes	2,082.35
03/22	03/09/2022	34612	CARDMEMBER SERVICE	7700 022422	01-43-5700	DRC meeting	35.86
03/22	03/09/2022	34612	CARDMEMBER SERVICE	7700 022422	01-41-5700	BOT meeting	42.04
03/22	03/09/2022	34612	CARDMEMBER SERVICE	7700 022422	01-41-5330	CML Cont _	174.00
03/22	03/09/2022	34612	CARDMEMBER SERVICE	7700 022422	01-41-5330	CML Cont ,...,	174.00
03/22	03/09/2022	34612	CARDMEMBER SERVICE	7700 022422	01-41-5330	CML Cont.-	174.00
03/22	03/09/2022	34612	CARDMEMBER SERVICE	7700 022422	01-41-5330	CML Cont◆	174.00
03/22	03/09/2022	34612	CARDMEMBER SERVICE	7700 022422	01-41-5330	CMLConf""	174.00
03/22	03/09/2022	34612	CARDMEMBER SERVICE	7700 022422	01-41-5330	CMLConf.	174.00
03/22	03/09/2022	34612	CARDMEMBER SERVICE	7700 022422	01-41-5330	CML Cont	174.00
03/22	03/09/2022	34612	CARDMEMBER SERVICE	7700 022422	01-41-5330	CML Cont	154.58
03/22	03/09/2022	34612	CARDMEMBER SERVICE	7700 022422	01-40-5205	Postage	8.95
03/22	03/09/2022	34612	CARDMEMBER SERVICE	7700 022422	01-40-5330	bookkeeping cert classes	123.47
03/22	03/09/2022	34612	CARDMEMBER SERVICE	7700 022422	01-40-5330	hotel/Caselle training	427.19

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03/22	03/09/2022	34612	CARDMEMBER SERVICE	7700 022422	01-40-5330	CGFOAclass	40.00
03/22	03/09/2022	34612	CARDMEMBER SERVICE	7700 022422	01-40-5330	Caselle training	112.00
03/22	03/09/2022	34612	CARDMEMBER SERVICE	7700 022422	01-40-5330	rental car - Caselle training	235.70
03/22	03/09/2022	34612	CARDMEMBER SERVICE	7700 022422	01-40-5330	gas for rental car-Caselle training	28.00
Total 34612:							15,274.34
03/22	03/09/2022	34613	CASELLE	115674	01-40-5201	Support 4/2022	792.00
03/22	03/09/2022	34613	CASELLE	115674	06-40-5201	Support 4/2022	360.00
03/22	03/09/2022	34613	CASELLE	115674	01-42-5201	Support 4/2022	144.00
03/22	03/09/2022	34613	CASELLE	115674	01-48-5201	Support 4/2022	144.00
Total 34613:							1,440.00
03/22	03/09/2022	34614	CENTURY LINK	0831 022522	01-40-5300	TH Fax	66.68
03/22	03/09/2022	34614	CENTURY LINK	4770 022522	01-42-5300	PD fax	63.40
Total 34614:							130.08
03/22	03/09/2022	34615	Colorado Asphalt Pavement Asso	2154	01-44-5331	2022 Membership Rasmussen, Hurtado	250.00
Total 34615:							250.00
03/22	03/09/2022	34616	COLORADO EMPLOYER BENEF	INV 0047324	01-02-2310	Health Insurance 3/2022	42,193.07
03/22	03/09/2022	34616	COLORADO EMPLOYER BENEF	INV 0047324	06-02-2310	Health Insurance 3/2022	2,410.16
03/22	03/09/2022	34616	COLORADO EMPLOYER BENEF	INV 0047324	20-02-2310	Health Insurance 3/2022	2,220.87
Total 34616:							46,824.10
03/22	03/09/2022	34617	David Jay Thrower	214	01-48-5040	Municipal court judge 2/2022	1,000.00
Total 34617:							1,000.00
03/22	03/09/2022	34618	Davis & Associates Professional B	10729	01-42-5075	Interview	275.00
Total 34618:							275.00
03/22	03/09/2022	34619	DRCOG	023140	01-40-5331	2022 pmt 1 of 2	950.00
Total 34619:							950.00
03/22	03/09/2022	34620	FASTENAL	COLON9334	01-45-5210	Parts/Supplies	3.50
Total 34620:							3.50
03/22	03/09/2022	34621	Felsburg Holt & Ullevig	32924	01-02-2615	Elevation 25	150.00
03/22	03/09/2022	34621	Felsburg Holt & Ullevig	32925	01-02-2615	Grand Meadow 308	900.00
Total 34621:							1,050.00
03/22	03/09/2022	34622	FRONTIER SELF STORAGE	040122	01-40-5700	Storage 4/2022	100.00
Total 34622:							100.00
03/22	03/09/2022	34623	Fusion Cloud Company	9461646	01-40-5300	Phone Bill 3/2022	253.02

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Total 34623:							253.02
03/22	03/09/2022	34624	GCR TIRES & SERVICES	757-100355	01-47-5216	Tire repair	73.83
Total 34624:							73.83
03/22	03/09/2022	34625	GENE HAVENS	03/2022	01-45-5254	Boots	262.40
Total 34625:							262.40
03/22	03/09/2022	34626	GRC Consulting Inc	9950	01-44-5360	Nov 2021 sweeping	3,517.50
Total 34626:							3,517.50
03/22	03/09/2022	34627	GREELEY LOCK AND KEY	14766	01-40-5215	Keys	25.45
Total 34627:							25.45
03/22	03/09/2022	34628	HOME DEPOT CREDIT SERVIC	2769 022122	01-44-5210	Supplies 2/22	74.90
03/22	03/09/2022	34628	HOME DEPOT CREDIT SERVIC	2769 022122	01-42-5215	Supplies 2/22	18.87
03/22	03/09/2022	34628	HOME DEPOT CREDIT SERVIC	2769 022122	01-44-5210	Supplies 2/22	57.96
03/22	03/09/2022	34628	HOME DEPOT CREDIT SERVIC	2769 022122	01-45-5210	Supplies 2/22	66.88
03/22	03/09/2022	34628	HOME DEPOT CREDIT SERVIC	2769 022122	01-44-5210	Supplies 2/22	23.74
Total 34628:							242.35
03/22	03/09/2022	34629	INTERSTATE FORD	915162	01-42-5216	Oil Change	77.31
03/22	03/09/2022	34629	INTERSTATE FORD	915163	01-42-5216	Oil change	76.32
Total 34629:							153.63
03/22	03/09/2022	34630	JVA INCORPORATED	68968	01-02-2615	Ziggis	82.00
03/22	03/09/2022	34630	JVA INCORPORATED	98591	06-40-5405	On call engineering	715.50
03/22	03/09/2022	34630	JVA INCORPORATED	98592	01-02-2615	Postle	18,170.00
03/22	03/09/2022	34630	JVA INCORPORATED	98800	13-40-5525	North Creek Culvert	2,835.00
03/22	03/09/2022	34630	JVA INCORPORATED	98966	01-02-2615	Meadow Ridge	656.00
03/22	03/09/2022	34630	JVA INCORPORATED	98967	01-02-2615	Rangeview Estates	82.00
03/22	03/09/2022	34630	JVA INCORPORATED	98969	01-02-2615	Turion	164.00
03/22	03/09/2022	34630	JVA INCORPORATED	98970	01-02-2615	Elevation 25	2,084.00
03/22	03/09/2022	34630	JVA INCORPORATED	98971	01-02-2615	QuikTrip	246.00
03/22	03/09/2022	34630	JVA INCORPORATED	98972	01-02-2615	Frogger	880.00
03/22	03/09/2022	34630	JVA INCORPORATED	98973	01-02-2615	Postle Review	1,828.00
03/22	03/09/2022	34630	JVA INCORPORATED	98975	01-02-2615	Grand Meadow 308	1,684.00
03/22	03/09/2022	34630	JVA INCORPORATED	98976	01-02-2615	Mead Dist. Raterink Lot 2	738.00
03/22	03/09/2022	34630	JVA INCORPORATED	98977	01-02-2615	Red Barn	164.00
03/22	03/09/2022	34630	JVA INCORPORATED	98978	01-02-2615	Gopher Gulch	82.00
03/22	03/09/2022	34630	JVA INCORPORATED	98979	01-02-2615	Waterfront	1,930.00
03/22	03/09/2022	34630	JVA INCORPORATED	98980	01-47-5405	General Eng	1,953.90
Total 34630:							34,294.40
03/22	03/09/2022	34631	JVA INCORPORATED	98620	09-50-5511	Mead Admin	350.00
03/22	03/09/2022	34631	JVA INCORPORATED	98992	09-50-5511	Mead PW Admin	1,000.00
03/22	03/09/2022	34631	JVA INCORPORATED	99009	09-50-5511	Public works	1,008.45

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Total 34631:							2,358.45
03/22	03/09/2022	34632	KENYON P. JORDAN PHD	2402-13	01-42-5075	Background Check	265.00
Total 34632:							265.00
03/22	03/09/2022	34633	KONICA MINOLTA BUSINESS S	278315564	01-40-5315	Copies	218.74
03/22	03/09/2022	34633	KONICA MINOLTA BUSINESS S	278655716	01-42-5315	Copies PD	72.65
03/22	03/09/2022	34633	KONICA MINOLTA BUSINESS S	278685285	01-40-5315	Copies	100.40
Total 34633:							391.79
03/22	03/09/2022	34634	Krische Construction, Inc	21086 7	09-50-5511	Mead Public Works	254,785.05
03/22	03/09/2022	34634	Krische Construction, Inc	21086 7	09-02-2005	Mead Public Works	12,739.23
Total 34634:							242,045.82
03/22	03/09/2022	34635	LexisNexis Risk Data Manageme	1744597-202	01-42-5331	Lumen subscription 2022	1,133.00
Total 34635:							1,133.00
03/22	03/09/2022	34636	LITTLE THOMPSON WATER DIS	607001 2.20.	06-47-5305	5423 WC 32 2.20.2022	30.61
03/22	03/09/2022	34636	LITTLE THOMPSON WATER DIS	618801 2.20.	01-45-5305	150 Main St 2.20.2022	33.16
03/22	03/09/2022	34636	LITTLE THOMPSON WATER DIS	619202 2.20.	01-45-5305	401 3rd St 2.20.2022	30.61
03/22	03/09/2022	34636	LITTLE THOMPSON WATER DIS	620201 2.20.	01-45-5305	2700 WC 34.5 2.20.2022	79.64
03/22	03/09/2022	34636	LITTLE THOMPSON WATER DIS	621801 2.20.	01-45-5305	190 1st St 2.20.2022	79.64
03/22	03/09/2022	34636	LITTLE THOMPSON WATER DIS	622501 2.20.	01-45-5305	365 Welker 2.20.2022	33.16
03/22	03/09/2022	34636	LITTLE THOMPSON WATER DIS	624409 2.20.	01-42-5305	201 Welker 2.20.2022	31.10
03/22	03/09/2022	34636	LITTLE THOMPSON WATER DIS	657602 2.20.	06-47-5305	4504 E Welker 2.20.2022	42.01
03/22	03/09/2022	34636	LITTLE THOMPSON WATER DIS	657701 2.20.	01-45-5305	156 Eagle 2.20.2022	42.14
03/22	03/09/2022	34636	LITTLE THOMPSON WATER DIS	657801 2.20.	01-42-5305	537 Main Police 2.20.2022	24.53
03/22	03/09/2022	34636	LITTLE THOMPSON WATER DIS	657801 2.20.	01-44-5305	537 Main PW 2.20.2022	24.52
03/22	03/09/2022	34636	LITTLE THOMPSON WATER DIS	657901 2.20.	01-45-5305	16775 North Creek 2.20.2022	96.44
03/22	03/09/2022	34636	LITTLE THOMPSON WATER DIS	658001 2.20.	01-45-5305	441 3rd St (6580) 2.20.2022	96.44
03/22	03/09/2022	34636	LITTLE THOMPSON WATER DIS	658101 2.20.	01-45-5305	10 Fairburn 2.20.2022	33.16
03/22	03/09/2022	34636	LITTLE THOMPSON WATER DIS	658201 2.20.	01-40-5305	441 3rd St 2.20.2022	47.06
03/22	03/09/2022	34636	LITTLE THOMPSON WATER DIS	662002 2.20.	01-40-5305	501 3rd St 2.20.2022	30.61
Total 34636:							754.83
03/22	03/09/2022	34637	LONGMONT HUMANE SOCIETY	ME022822	01-42-5346	Animal Impounds 2/2022	250.00
Total 34637:							250.00
03/22	03/09/2022	34638	LOVELAND BARRICADE LLC	17064	01-44-5252	Stop sign	405.00
Total 34638:							405.00
03/22	03/09/2022	34639	MAIN STREET MAT COMPANY	106897	01-40-5210	Mat svs 2/28	60.36
03/22	03/09/2022	34639	MAIN STREET MAT COMPANY	106898	01-44-5210	Mat svs PD PW	23.98
03/22	03/09/2022	34639	MAIN STREET MAT COMPANY	106898	01-42-5210	Mat svs PD PW	23.97
Total 34639:							108.31
03/22	03/09/2022	34640	MCDONALD FARMS ENTERPRI	0052442-IN	06-47-5231	Vac tanker	1,154.00

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Total 34640:							1,154.00
03/22	03/09/2022	34641	MDI Trucks Northern Colorado	S 8919	01-44-5216	LED light	57.20
Total 34641:							57.20
03/22	03/09/2022	34642	MICHOW COX & MCASKIN LLP	FEBRUARY	01-40-5400	General Legal Services 2/2022	14,725.00
03/22	03/09/2022	34642	MICHOW COX & MCASKIN LLP	FEBRUARY	06-40-5400	General Legal Services 2/2022	775.00
03/22	03/09/2022	34642	MICHOW COX & MCASKIN LLP	JANUARY 20	01-40-5400	Legal Services 1/22	475.00
03/22	03/09/2022	34642	MICHOW COX & MCASKIN LLP	JANUARY 20	06-40-5400	Legal Services 1/22	25.00
03/22	03/09/2022	34642	MICHOW COX & MCASKIN LLP	MEAD.FEBR	01-40-5400	Mileage 2/2022	110.05
03/22	03/09/2022	34642	MICHOW COX & MCASKIN LLP	MEAD.FEBR	06-40-5400	Mileage 2/2022	5.79
Total 34642:							16,115.84
03/22	03/09/2022	34643	Minuteman Press	3033	01-49-5202	Community report	3,632.72
03/22	03/09/2022	34643	Minuteman Press	3044	01-42-5210	PD cards	85.09
Total 34643:							3,717.81
03/22	03/09/2022	34644	MJT Communications	13488	01-40-5201	Computer Consulting 4/2022	1,042.00
03/22	03/09/2022	34644	MJT Communications	13493	01-40-5201	Backup Servers	4,560.00
Total 34644:							5,602.00
03/22	03/09/2022	34645	MOUNTAIN TRUCK & EQUIP	14760-31281	01-45-5215	Liberty Ranch park	150.79
Total 34645:							150.79
03/22	03/09/2022	34646	NEXTRUST INC.	321657	06-40-5205	Sewer Bills 2/2022	357.60
03/22	03/09/2022	34646	NEXTRUST INC.	321657	06-40-5410	Sewer Bills 2/2022	165.30
Total 34646:							522.90
03/22	03/09/2022	34647	PAVEMENT REPAIR AND SUPPL	2022-774	01-44-5252	PermaPatch	2,056.00
Total 34647:							2,056.00
03/22	03/09/2022	34648	PINNACOL ASSURANCE	20782431	01-02-2312	Installment 2 of 9 2022 Work Comp Insur	6,284.66
03/22	03/09/2022	34648	PINNACOL ASSURANCE	20782431	06-02-2312	Installment 2 of 9 2022 Work Comp Insur	231.32
03/22	03/09/2022	34648	PINNACOL ASSURANCE	20782431	20-02-2312	Installment 2 of 9 2022 Work Comp Insur	79.02
Total 34648:							6,595.00
03/22	03/09/2022	34649	PITNEY BOWES INC	3315298872	01-40-5205	2022 Q1 lease	164.97
Total 34649:							164.97
03/22	03/09/2022	34650	Precision Employment Consulting	022822	01-40-5401	Consulting 2/2022	3,652.02
03/22	03/09/2022	34650	Precision Employment Consulting	022822	06-40-5401	Consulting 2/2022	195.96
03/22	03/09/2022	34650	Precision Employment Consulting	022822	20-40-5401	Consulting 2/2022	135.02
Total 34650:							3,983.00
03/22	03/09/2022	34651	Professional Management System	84630	01-40-5401	2/2022 Fin consult	4,368.00

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03/22	03/09/2022	34651	Professional Management System	84630	06-40-5401	2/2022 Fin consult	546.00
03/22	03/09/2022	34651	Professional Management System	84630	20-40-5401	2/2022 Fin consult	546.00
Total 34651:							5,460.00
03/22	03/09/2022	34652	RAMEY ENVIRONMENTAL COM	23536	06-47-5390	Wastewater svcs - 2/2022	5,043.84
03/22	03/09/2022	34652	RAMEY ENVIRONMENTAL COM	23536	06-47-5391	Wastewater svcs - 2/2022	385.92
03/22	03/09/2022	34652	RAMEY ENVIRONMENTAL COM	23536	06-47-5210	Wastewater svcs - 2/2022	85.26
03/22	03/09/2022	34652	RAMEY ENVIRONMENTAL COM	23536	06-47-5393	Wastewater svcs - 2/2022	424.00
Total 34652:							5,939.02
03/22	03/09/2022	34653	RN Civil Construction, LLC	WWTP IMPR	06-47-5553	WWTP PLC & WAS Improvements	17,815.00
03/22	03/09/2022	34653	RN Civil Construction, LLC	WWTP IMPR	06-02-2005	WWTP PLC & WAS Improvements	891.00-
Total 34653:							16,924.00
03/22	03/09/2022	34654	Rocky Top Supply LLC	1344	01-44-5210	Parts	7.43
Total 34654:							7.43
03/22	03/09/2022	34655	SAFE BUILT COLORADO INC.	0084318-IN	01-43-5460	Plan Review/ Permit Inspection 2/2022	121,136.24
Total 34655:							121,136.24
03/22	03/09/2022	34656	SAFETY & CONSTRUCTION SU	4509	01-44-5254	battery	249.95
Total 34656:							249.95
03/22	03/09/2022	34657	STAPLES ADVANTAGE	8065392674	01-40-5200	Supplies 2/2022	388.25
03/22	03/09/2022	34657	STAPLES ADVANTAGE	8065392674	01-40-5210	Supplies 2/2022	283.14
03/22	03/09/2022	34657	STAPLES ADVANTAGE	8065392674	01-42-5200	Supplies 2/2022	71.27
03/22	03/09/2022	34657	STAPLES ADVANTAGE	8065392674	01-42-5210	Supplies 2/2022	10.48
Total 34657:							753.14
03/22	03/09/2022	34658	SUPPLY IRRIGATING DITCH CO	8045	01-40-5353	2022 Stock Assessments	413.50
Total 34658:							413.50
03/22	03/09/2022	34659	TDS	4762 022522	01-42-5325	PD internet	132.45
03/22	03/09/2022	34659	TDS	6545 021922	01-40-5325	3/2022 internet	457.30
Total 34659:							589.75
03/22	03/09/2022	34660	THE HARTFORD-GROUP BENE	9247024423	01-40-5066	STD / LTD Insurance 3/2022	182.26
03/22	03/09/2022	34660	THE HARTFORD-GROUP BENE	9247024423	01-41-5066	STD / LTD Insurance 3/2022	7.05
03/22	03/09/2022	34660	THE HARTFORD-GROUP BENE	9247024423	01-42-5066	STD / LTD Insurance 3/2022	333.89
03/22	03/09/2022	34660	THE HARTFORD-GROUP BENE	9247024423	01-43-5066	STD / LTD Insurance 3/2022	172.41
03/22	03/09/2022	34660	THE HARTFORD-GROUP BENE	9247024423	01-44-5066	STD / LTD Insurance 3/2022	162.14
03/22	03/09/2022	34660	THE HARTFORD-GROUP BENE	9247024423	01-45-5066	STD / LTD Insurance 3/2022	212.94
03/22	03/09/2022	34660	THE HARTFORD-GROUP BENE	9247024423	01-47-5066	STD / LTD Insurance 3/2022	185.23
03/22	03/09/2022	34660	THE HARTFORD-GROUP BENE	9247024423	01-48-5066	STD / LTD Insurance 3/2022	28.22
03/22	03/09/2022	34660	THE HARTFORD-GROUP BENE	9247024423	01-49-5066	STD / LTD Insurance 3/2022	73.09
03/22	03/09/2022	34660	THE HARTFORD-GROUP BENE	9247024423	06-40-5066	STD / LTD Insurance 3/2022	86.63
03/22	03/09/2022	34660	THE HARTFORD-GROUP BENE	9247024423	20-40-5066	STD / LTD Insurance 3/2022	76.09

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 34660:							1,519.95
03/22	03/09/2022	34661	Theresa Hampshire	2/2022	01-40-5705	Mileage	44.64
Total 34661:							44.64
03/22	03/09/2022	34662	TOWN OF MEAD	31.11 022822	01-42-5305	201 Welker Sewer 2/2022	45.17
03/22	03/09/2022	34662	TOWN OF MEAD	338.01 0228	01-40-5305	Town Hall Sewer 2/2022	54.20
03/22	03/09/2022	34662	TOWN OF MEAD	453.01 0228	01-44-5305	PD/ PW Sewer 2/2022	27.10
03/22	03/09/2022	34662	TOWN OF MEAD	453.01 0228	01-42-5305	PD/ PW Sewer 2/2022	27.10
03/22	03/09/2022	34662	TOWN OF MEAD	566.02 0228	01-45-5305	Bean Plant Sewer 2/2022	45.17
03/22	03/09/2022	34662	TOWN OF MEAD	630.04 0228	01-40-5305	505 3rd St Sewer 2/2022	41.06
Total 34662:							239.80
03/22	03/09/2022	34663	TRI TOWN PLUMBING & HEATIN	30082500	01-40-5215	Replace faucet	1,165.00
Total 34663:							1,165.00
03/22	03/09/2022	34664	Trojan UV	SLS/1031622	06-47-5215	Supplies	4,478.84
Total 34664:							4,478.84
03/22	03/09/2022	34665	U.S. Postal Service	022022	01-40-5205	Annual marketing mail fee	265.00
Total 34665:							265.00
03/22	03/09/2022	34666	UNITED POWER	12650701 3.	01-45-5305	Booster Pump Founders 2/2022	20.00
03/22	03/09/2022	34666	UNITED POWER	12952800 3.	01-45-5305	Mead Ponds 2/2022	20.00
03/22	03/09/2022	34666	UNITED POWER	14305100 3.	06-47-5305	WWTP 2/2022	4,993.14
03/22	03/09/2022	34666	UNITED POWER	16836300 3.	01-45-5305	Park Sprinkler Liberty 2/2022	22.86
03/22	03/09/2022	34666	UNITED POWER	16909300 3.	01-45-5305	Feather Ridge 2/2022	20.00
03/22	03/09/2022	34666	UNITED POWER	17159100 3.	01-45-5305	Sprinkler Clock Dtn 2/2022	20.02
03/22	03/09/2022	34666	UNITED POWER	17618300 3.	01-40-5305	Town Hall 2/2022	463.85
03/22	03/09/2022	34666	UNITED POWER	17770000 3.	01-45-5305	Gazebo 2/2022	24.52
03/22	03/09/2022	34666	UNITED POWER	18949400 3.	01-42-5305	Modular PD 2/2022	340.66
03/22	03/09/2022	34666	UNITED POWER	18949400 3.	01-44-5305	Modular PW 2/2022	340.65
03/22	03/09/2022	34666	UNITED POWER	61303 3.3.20	01-45-5305	Area Light Highland 2/2022	10.25
03/22	03/09/2022	34666	UNITED POWER	6753101 3.3.	01-45-5305	Irrig Sprinkler N Creek 2/2022	20.00
03/22	03/09/2022	34666	UNITED POWER	7490500 3.3.	06-47-5305	Pump lake Thomas 2/2022	20.00
03/22	03/09/2022	34666	UNITED POWER	83701 3.3.20	01-44-5305	Shop 2/2022	205.26
03/22	03/09/2022	34666	UNITED POWER	88601 3.3.20	01-44-5305	Streetlights 2/2022	2,953.75
03/22	03/09/2022	34666	UNITED POWER	92015 3.3.20	01-42-5305	201 Welker 2/2022	43.04
03/22	03/09/2022	34666	UNITED POWER	96302 3.3.20	06-47-5305	WWTP Lagoon 2/2022	35.39
Total 34666:							9,553.39
03/22	03/09/2022	34667	Utility Notification Center of Color	222020881	06-47-5392	Line locates 2.2022	716.30
Total 34667:							716.30
03/22	03/09/2022	34668	VALLEY HEATING & AIR CONDI	22-47010	01-40-5215	Install new thermostat	230.00
03/22	03/09/2022	34668	VALLEY HEATING & AIR CONDI	22-47041	06-47-5215	Heat repair water treatment plant	398.27

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 34668:							628.27
03/22	03/09/2022	34669	VARI Sales Corporation	90020042	01-42-5700	Michelle cabinet	265.50
03/22	03/09/2022	34669	VARI Sales Corporation	90020043	01-42-5700	Chief cabinet	265.50
03/22	03/09/2022	34669	VARI Sales Corporation	90024778	01-42-5700	Chief table	495.00
03/22	03/09/2022	34669	VARI Sales Corporation	90076873	01-40-5212	HR desk	715.50
Total 34669:							1,741.50
03/22	03/09/2022	34670	Wear Parts & Equipment Co, Inc	30523	01-44-5364	Plow blades	1,654.01
03/22	03/09/2022	34670	Wear Parts & Equipment Co, Inc	30549	01-44-5364	Plow blades	1,120.00
Total 34670:							2,774.01
03/22	03/09/2022	34671	WHITE BEAR ANKELE TANAKA	21049	20-40-5400	MURA Legal 2/2022	474.33
Total 34671:							474.33
03/22	03/09/2022	34672	Wickham Tractor Company	WE04298	01-44-5216	Motor for RTV plow	2,659.08
Total 34672:							2,659.08
03/22	03/09/2022	34673	XCEL ENERGY	768587829	01-40-5305	Town Hall	156.09
03/22	03/09/2022	34673	XCEL ENERGY	768638780	01-42-5305	201 Welker	130.30
03/22	03/09/2022	34673	XCEL ENERGY	768717703	01-42-5305	PD PW	293.44
03/22	03/09/2022	34673	XCEL ENERGY	768717703	01-44-5305	PD PW	293.44
Total 34673:							873.27
03/22	03/09/2022	30922100	TRACTOR SUPPLY CREDIT PLA	9125 021822	01-44-5216	Supplies 2/22	36.49
03/22	03/09/2022	30922100	TRACTOR SUPPLY CREDIT PLA	9125 021822	01-44-5255	Supplies 2/22	27.99
03/22	03/09/2022	30922100	TRACTOR SUPPLY CREDIT PLA	9125 021822	01-44-5210	Supplies 2/22	89.91
03/22	03/09/2022	30922100	TRACTOR SUPPLY CREDIT PLA	9125 021822	01-44-5210	Supplies 2/22	143.93
03/22	03/09/2022	30922100	TRACTOR SUPPLY CREDIT PLA	9125 021822	01-42-5215	Supplies 2/22	11.00
03/22	03/09/2022	30922100	TRACTOR SUPPLY CREDIT PLA	9125 021822	01-44-5215	Supplies 2/22	10.99
Total 30922100:							320.31
Grand Totals:							787,640.70

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-02-2000	109.95	280,741.60-	280,631.65-
01-02-2310	42,193.07	.00	42,193.07
01-02-2312	6,284.66	.00	6,284.66
01-02-2615	29,840.00	.00	29,840.00
01-40-5066	182.26	.00	182.26
01-40-5068	155.00	.00	155.00
01-40-5200	398.97	.00	398.97
01-40-5201	7,044.00	.00	7,044.00
01-40-5205	492.62	.00	492.62

GL Account	Debit	Credit	Proof
01-40-5210	343.50	.00	343.50
01-40-5212	715.50	.00	715.50
01-40-5215	1,453.09	.00	1,453.09
01-40-5300	319.70	.00	319.70
01-40-5305	792.87	.00	792.87
01-40-5315	319.14	.00	319.14
01-40-5325	457.30	.00	457.30
01-40-5330	3,048.71	.00	3,048.71
01-40-5331	1,048.97	.00	1,048.97
01-40-5353	413.50	.00	413.50
01-40-5400	15,310.05	.00	15,310.05
01-40-5401	8,020.02	.00	8,020.02
01-40-5700	192.93	.00	192.93
01-40-5705	44.64	.00	44.64
01-41-5066	7.05	.00	7.05
01-41-5201	49.00	.00	49.00
01-41-5330	2,327.58	.00	2,327.58
01-41-5430	.50	.00	.50
01-41-5700	126.89	.00	126.89
01-42-5066	333.89	.00	333.89
01-42-5075	540.00	.00	540.00
01-42-5200	71.27	.00	71.27
01-42-5201	144.00	.00	144.00
01-42-5210	122.53	.00	122.53
01-42-5215	1,314.05	.00	1,314.05
01-42-5216	220.60	.00	220.60
01-42-5254	322.33	109.95-	212.38
01-42-5255	619.55	.00	619.55
01-42-5300	63.40	.00	63.40
01-42-5305	935.34	.00	935.34
01-42-5315	72.65	.00	72.65
01-42-5325	132.45	.00	132.45
01-42-5331	1,133.00	.00	1,133.00
01-42-5346	250.00	.00	250.00
01-42-5700	1,026.00	.00	1,026.00
01-43-5066	172.41	.00	172.41
01-43-5330	604.45	.00	604.45
01-43-5460	121,136.24	.00	121,136.24
01-43-5700	169.06	.00	169.06
01-44-5066	162.14	.00	162.14
01-44-5210	421.85	.00	421.85
01-44-5215	10.99	.00	10.99
01-44-5216	3,193.89	.00	3,193.89
01-44-5252	2,461.00	.00	2,461.00
01-44-5254	249.95	.00	249.95
01-44-5255	27.99	.00	27.99
01-44-5305	3,844.72	.00	3,844.72
01-44-5331	250.00	.00	250.00
01-44-5360	3,517.50	.00	3,517.50
01-44-5364	2,774.01	.00	2,774.01
01-44-5369	7.65	.00	7.65
01-45-5066	212.94	.00	212.94
01-45-5210	70.38	.00	70.38
01-45-5215	150.79	.00	150.79
01-45-5254	262.40	.00	262.40
01-45-5305	727.21	.00	727.21
01-47-5066	185.23	.00	185.23

GL Account	Debit	Credit	Proof
01-47-5201	1,279.98	.00	1,279.98
01-47-5216	73.83	.00	73.83
01-47-5330	33.15	.00	33.15
01-47-5405	1,953.90	.00	1,953.90
01-48-5040	1,000.00	.00	1,000.00
01-48-5066	28.22	.00	28.22
01-48-5201	144.00	.00	144.00
01-49-5066	73.09	.00	73.09
01-49-5202	3,632.72	.00	3,632.72
01-49-5260	2,649.70	.00	2,649.70
01-49-5331	136.99	.00	136.99
01-49-5349	240.64	.00	240.64
06-02-2000	891.00	41,496.84-	40,605.84-
06-02-2005	.00	891.00-	891.00-
06-02-2310	2,410.16	.00	2,410.16
06-02-2312	231.32	.00	231.32
06-40-5066	86.63	.00	86.63
06-40-5201	360.00	.00	360.00
06-40-5205	357.60	.00	357.60
06-40-5400	805.79	.00	805.79
06-40-5401	741.96	.00	741.96
06-40-5405	715.50	.00	715.50
06-40-5410	165.30	.00	165.30
06-47-5210	85.26	.00	85.26
06-47-5215	4,877.11	.00	4,877.11
06-47-5231	1,154.00	.00	1,154.00
06-47-5305	5,121.15	.00	5,121.15
06-47-5390	5,043.84	.00	5,043.84
06-47-5391	385.92	.00	385.92
06-47-5392	716.30	.00	716.30
06-47-5393	424.00	.00	424.00
06-47-5553	17,815.00	.00	17,815.00
09-02-2000	12,739.23	257,143.50-	244,404.27-
09-02-2005	.00	12,739.23-	12,739.23-
09-50-5511	257,143.50	.00	257,143.50
13-02-2000	.00	2,835.00-	2,835.00-
13-40-5525	2,835.00	.00	2,835.00
14-02-2000	11,033.30	220,665.91-	209,632.61-
14-02-2005	.00	11,033.30-	11,033.30-
14-40-5500	220,665.91	.00	220,665.91
18-02-2000	.00	6,000.00-	6,000.00-
18-52-5500	6,000.00	.00	6,000.00
20-02-2000	.00	3,531.33-	3,531.33-
20-02-2310	2,220.87	.00	2,220.87
20-02-2312	79.02	.00	79.02
20-40-5066	76.09	.00	76.09
20-40-5400	474.33	.00	474.33
20-40-5401	681.02	.00	681.02
Grand Totals:	837,187.66	837,187.66-	.00

GL Account	Debit	Credit	Proof
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Report Criteria:

Report type: GL detail



Agenda Item Summary

MEETING DATE: March 10, 2022

SUBJECT: Resolution No. 21-R-2022 – A Resolution of the Town of Mead, Colorado, Approving Mead Police Department Taser Upgrades and Training

PRESENTED BY: Brent Newbanks, Chief of Police

SUMMARY

Staff is recommending upgrading the Mead Police Department’s current tasers and purchase training memberships through AXON Enterprises, Inc. The current tasers need to be upgraded to be compatible with Axon’s virtual reality training program.

In 2021, the Town of Mead entered into a Master Services and Purchasing Agreement (“Agreement”) with Axon Enterprises, Inc. (Axon). The Agreement encompasses the purchase of body worn cameras, tasers, and training. As a part of the Agreement, the Town can trade-in and purchase updated equipment and training as necessary.

Axon offers a training membership for law enforcement that includes de-escalation training, simulated taser training, and simulated firearms training. This membership uses virtual reality technology to train personnel and to utilize the training, the current tasers need to be upgraded. In 2021, the Town upgraded 6 of its 14 tasers, leaving 8 to be upgraded in 2022.

FINANCIAL CONSIDERATIONS

The Axon taser and training program is a five-year commitment with costs for each year outlined as follows:

- Year 1 (2022) – \$6,856.09
- Year 2 (2023) – \$6,855.91
- Year 3 (2024) – \$6,855.91
- Year 4 (2025) – \$6,855.91
- Year 5 (2026) – \$6,855.92

The total cost over the five-year period is \$34,279.74, and the Town’s commitment to pay each year’s costs is subject to annual appropriation. If the Town does not appropriate funds for this contract any given year, the contract with Axon will terminate without penalty to the Town.

The total price listed here includes a discount of \$8,509.75 that will apply if the Town approves the upgraded purchase of the Axon tasers and training. The cost for the first year can be covered in the Police Department's 2022 budget, and the Police Department is not requesting any additional funds at this time.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends authorizing the Town Manager or Chief of Police to execute the quote from Axon Enterprises, Inc. for upgraded Taser 7 certification bundle with virtual reality training.

Suggested Motion –

“I move to approve Resolution 21-R-2022, A Resolution of the Town of Mead, Colorado, authorizing the Town Manager or Chief of Police to execute the Quote from Axon Enterprises, Inc. for upgraded Taser 7 certification bundle with virtual reality training.”

ATTACHMENTS

Resolution 21-R-2022

Axon Quote

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 21-R-2022**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING MEAD POLICE
DEPARTMENT TASER UPGRADES AND TRAINING**

WHEREAS, on March 3, 2021, the Town of Mead (“Town”) entered into a Master Services and Purchasing Agreement (“Agreement”) with Axon Enterprises, Inc. (“Axon”) for the purchase of body worn cameras, tasers, and training for members of the Mead Police Department (“Department”);

WHEREAS, the Agreement allows for the trade-in and purchase of updated equipment and training as necessary;

WHEREAS, Axon offers a law enforcement training membership that includes de-escalation training, simulated taser training, and simulated firearms training that would be beneficial to the Department and in the best interest of the Town; and

WHEREAS, to access said training, the Department’s current tasers need to be upgraded; and

WHEREAS, in 2021, the Town upgraded six (6) of its fourteen (14) tasers, leaving eight (8) to be upgraded in 2022; and

WHEREAS, a copy of the Master Services and Purchasing Agreement and the related Quote (together, the “Agreement”) are attached hereto as **Exhibit 1**; and

WHEREAS, the Agreement establishes a five-year term and an annual cost for each year of the Agreement term; and

WHEREAS, the price for the first year is six thousand eight hundred fifty-six dollars and nine cents (\$6,856.09) and the total cost over five (5) years is thirty four thousand two hundred seventy-nine dollars and seventy-four cents (\$34,279.74), with each annual payment subject to annual appropriation; and

WHEREAS, after careful review of the attached Agreement and Quote, the Board of Trustees finds it is in the best interests of the Town to authorize the Town Manager or Chief of Police to execute the Quote from Axon.

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Mead, Weld County, Colorado, that:

Section 1. The Board of Trustees hereby: (a) authorizes the Town Manager or Chief of Police to execute the Quote as attached hereto for the amount of thirty four thousand two hundred seventy-nine dollars and seventy-four cents (\$34,279.74); (b) authorizes the Town Attorney, in consultation with the Town Manager or Chief of Police, to make such changes as may be necessary to correct any non-material errors or language in the Quote that do not increase the obligations of the Town; (c) directs the Town Manager and Finance Director to make the payment for the first year; (e) authorizes the Town Manager and Finance Director to make the remaining four (4) annual payments

each year pursuant to the Agreement, subject to annual appropriation; and (5) directs the Town Manager and Finance Director to include the remaining annual amounts in the future annual budgets of the Town, as appropriate.

Section 2. Effective Date. This resolution shall become effective immediately upon adoption.

Section 3. Repealer. All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 4. Certification. The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 14TH DAY OF MARCH, 2022.

ATTEST:

TOWN OF MEAD

By: _____
Mary E. Strutt, MMC, Town Clerk

By: _____
Colleen G. Whitlow, Mayor

Exhibit 1
Master Services and Purchasing Agreement and Quote

(see attached)



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-375 Section 8, Item d.

Issued: 03/03/2022

Quote Expiration: 03/31/2022

Estimated Contract Start Date: 05/01/2022

Account Number: 482999
 Payment Terms: N30
 Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Delivery-441 3rd St 441 3rd St Mead, CO 80542-5707 USA	Town of Mead Police Department - CO Attn: Accounts Payable 441 3rd Street Mead, CO 80542 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Nick Butier Phone: Email: nbutier@axon.com Fax:	Brent Newbanks Phone: 970-805-4193 Email: bnewbanks@townofmead.org Fax: (970) 535-0831

Quote Summary

Program Length	60 Months
TOTAL COST	\$34,279.74
ESTIMATED TOTAL W/ TAX	\$34,279.74

Discount Summary

Average Savings Per Year	\$1,701.95
TOTAL SAVINGS	\$8,509.75

Payment Summary

Date	Subtotal	Tax	Total
Apr 2022	\$6,856.09	\$0.00	\$6,856.09
Apr 2023	\$6,855.91	\$0.00	\$6,855.91
Apr 2024	\$6,855.91	\$0.00	\$6,855.91
Apr 2025	\$6,855.91	\$0.00	\$6,855.91
Apr 2026	\$6,855.92	\$0.00	\$6,855.92
Total	\$34,279.74	\$0.00	\$34,279.74

Quote Unbundled Price:
Quote List Price:
Quote Subtotal:

Section 8, Item d.

\$37,200.00
\$34,279.74

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
2022T7CertVR	2022 Taser 7 Cert Bundle W/ VR	8	60	\$89.14	\$77.50	\$71.42	\$34,279.74	\$0.00	\$34,279.74
Total							\$34,279.74	\$0.00	\$34,279.74

Delivery Schedule

Section 8, Item d.

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
2022 Taser 7 Cert Bundle W/ VR	20160	TASER 7 HOLSTER - SAFARILAND, RH+CARD CARRIER	1	04/01/2022
2022 Taser 7 Cert Bundle W/ VR	20161	TASER 7 HOLSTER - SAFARILAND, LH+CARD CARRIER	7	04/01/2022
2022 Taser 7 Cert Bundle W/ VR	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	24	04/01/2022
2022 Taser 7 Cert Bundle W/ VR	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	16	04/01/2022
2022 Taser 7 Cert Bundle W/ VR	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	24	04/01/2022
2022 Taser 7 Cert Bundle W/ VR	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	16	04/01/2022
2022 Taser 7 Cert Bundle W/ VR	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	16	04/01/2022
2022 Taser 7 Cert Bundle W/ VR	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	16	04/01/2022
2022 Taser 7 Cert Bundle W/ VR	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	8	04/01/2022
2022 Taser 7 Cert Bundle W/ VR	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	8	04/01/2022
2022 Taser 7 Cert Bundle W/ VR	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	04/01/2022
2022 Taser 7 Cert Bundle W/ VR	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	04/01/2022
2022 Taser 7 Cert Bundle W/ VR	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	16	04/01/2023
2022 Taser 7 Cert Bundle W/ VR	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	16	04/01/2023
2022 Taser 7 Cert Bundle W/ VR	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	16	04/01/2024
2022 Taser 7 Cert Bundle W/ VR	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	16	04/01/2024
2022 Taser 7 Cert Bundle W/ VR	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	16	04/01/2024
2022 Taser 7 Cert Bundle W/ VR	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	16	04/01/2024
2022 Taser 7 Cert Bundle W/ VR	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	16	04/01/2025
2022 Taser 7 Cert Bundle W/ VR	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	16	04/01/2025
2022 Taser 7 Cert Bundle W/ VR	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	16	04/01/2026
2022 Taser 7 Cert Bundle W/ VR	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	16	04/01/2026

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2022 Taser 7 Cert Bundle W/ VR	20248	TASER 7 EVIDENCE.COM LICENSE	8	05/01/2022	04/30/2027
2022 Taser 7 Cert Bundle W/ VR	20248	TASER 7 EVIDENCE.COM LICENSE	1	05/01/2022	04/30/2027
2022 Taser 7 Cert Bundle W/ VR	20370	FULL VR TASER 7 ADD-ON USER ACCESS	8	05/01/2022	04/30/2027

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2022 Taser 7 Cert Bundle W/ VR	80374	EXT WARRANTY, TASER 7 BATTERY PACK	10	04/01/2023	04/30/2027
2022 Taser 7 Cert Bundle W/ VR	80395	EXT WARRANTY, TASER 7 HANDLE	8	04/01/2023	04/30/2027

Payment Details

Section 8, Item d.

Apr 2022

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	2022T7CertVR	2022 Taser 7 Cert Bundle W/ VR	8	\$6,856.09	\$0.00	\$6,856.09
Total				\$6,856.09	\$0.00	\$6,856.09

Apr 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	2022T7CertVR	2022 Taser 7 Cert Bundle W/ VR	8	\$6,855.91	\$0.00	\$6,855.91
Total				\$6,855.91	\$0.00	\$6,855.91

Apr 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	2022T7CertVR	2022 Taser 7 Cert Bundle W/ VR	8	\$6,855.91	\$0.00	\$6,855.91
Total				\$6,855.91	\$0.00	\$6,855.91

Apr 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	2022T7CertVR	2022 Taser 7 Cert Bundle W/ VR	8	\$6,855.91	\$0.00	\$6,855.91
Total				\$6,855.91	\$0.00	\$6,855.91

Apr 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	2022T7CertVR	2022 Taser 7 Cert Bundle W/ VR	8	\$6,855.92	\$0.00	\$6,855.92
Total				\$6,855.92	\$0.00	\$6,855.92

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, prior to invoicing.

Section 8, Item d.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

3/3/2022





Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the Quote ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

1 **Definitions.**

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Device**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2 **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Axon Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Axon Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3 **Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4 **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5 **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

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7 Warranty.

7.1 Hardware Limited Warranty. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

7.2 Claims. If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Axon Device will be new or like new. Axon will warrant the replacement Axon Device for the longer of (a) the remaining warranty of the original Axon Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Axon Device for service, Agency must upload Axon Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon Device sent to Axon for service.

7.3 Spare Axon Devices. Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices will replace broken or non-functioning units. If Agency utilizes a Spare Axon Device, Agency must return to Axon, through Axon's warranty return process, any broken or non-functioning units. Axon will repair or replace the unit with a replacement Axon Device. Upon termination, Axon will invoice Agency the MSRP then in effect for all Spare Axon Devices provided. If Agency returns the Spare Axon Devices to Axon within 30 days of the invoice date, Axon will issue a credit and apply it against the invoice.

7.4 Limitations. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number.

7.4.1 To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.

7.4.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

8 Statement of Work. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9 Axon Device Warnings. See www.axon.com/legal for the most current Axon Device warnings.



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- 10 **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
- 11 **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
- 12 **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- 13 **Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.
- 14 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 15 **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
- 16 **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
- 17 **Termination.**
 - 17.1 **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
 - 17.2 **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
 - 17.3 **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
- 18 **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination,

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or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19 General.

19.1 Force Majeure. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

19.2 Independent Contractors. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

19.3 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

19.4 Non-Discrimination. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

19.5 Export Compliance. Each Party will comply with all import and export control laws and regulations.

19.6 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

19.7 Waiver. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

19.8 Severability. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

19.9 Survival. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

19.10 Governing Law. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

19.11 Notices. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
Attn: Legal
17800 N. 85th Street
Scottsdale, Arizona 85255
legal@axon.com

Agency:
Attn:
Street Address
City, State, Zip
Email

19.12 Entire Agreement. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This

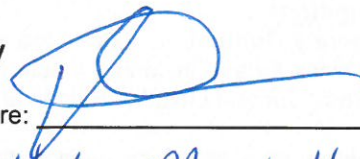
Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

Signature: 
Name: Robert Driscoll
Title: VP, Assoc. General Counsel
Date: 3/3/2021 | 9:08 AM MST

Agency

Signature: 
Name: Helen Michelbrink
Title: Town Manager
Date: 12/14/2020



Master Services and Purchasing Agreement

Axon Cloud Services Terms of Use Appendix

1 **Definitions.**

"Agency Content" is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

"Evidence" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

"Non-Content Data" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

"Personal Data" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2 **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Cloud Services to Agency and Agency end users.

4 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

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- 6 **Privacy.** Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice, unless legally prohibited from doing so, to allow Agency to file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.
- 7 **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
- 8 **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 9 **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
- 10 **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.
- Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
- 11 **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
- 12 **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services

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needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

- 13 **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
 - 13.1 copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 13.2 reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 13.3 access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 13.4 use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 13.5 access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 13.6 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - 13.7 use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
- 14 **After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
- 15 **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 16 **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
- 17 **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.



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Professional Services Appendix

- 1 **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
- 2 **Body-Worn Camera Full Service (BWC Full Service).** BWC Full Service includes advance remote project planning and configuration support and up to 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, Agency must purchase additional days. BWC Full Service options include:

System set up and configuration

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Agency need
- Register cameras to Agency domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

Dock configuration

- Work with Agency to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Agency
- On-site assistance, not to include physical mounting of docks

Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata in the field for organization purposes and other best practice for digital data management
- Provide referrals of other agencies using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go-live review

- 3 **Body-Worn Camera Starter Service (BWC Starter).** BWC Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The BWC Starter options include:

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System set up and configuration (Remote Support) - Instructor-led setup of Axon View on smartphones (if applicable) - Configure categories & custom roles based on Agency need - Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
Dock configuration - Work with Agency to decide the ideal location of Dock setup and set configurations on Dock - Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency - Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions - Assistance with device set up and configuration - Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4 **Body-Worn Camera Virtual 1-Day Service (BWC Virtual)**. BWC Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.

5 **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration - Configure Axon Evidence categories & custom roles based on Agency need. - Troubleshoot IT issues with Axon Evidence. - Register users and assign roles in Axon Evidence. For the CEW Full Service Package: On-site assistance included For the CEW Starter Package: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout
Best practice implementation planning session to include: - Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies - Discuss the importance of entering metadata and best practices for digital data management - Provide referrals to other agencies using TASER CEWs and Axon Evidence For the CEW Full Service Package: On-site assistance included For the CEW Starter Package: Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training - Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs. For the CEW Full Service Package: Training for up to 3 individuals at Agency For the CEW Starter Package: Training for up to 1 individual at Agency



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TASER CEW inspection and device assignment

Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.

Post go-live review

For the CEW Full Service Package: On-site assistance included.

For the CEW Starter Package: Virtual assistance included.

6 **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.

Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters.

Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7 **Signal Sidearm Installation Service.** If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

8 **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

9 **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

10 **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

11 **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it. If Axon

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modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

- 12** **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
- 13** **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

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Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

- 1 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 2 **Officer Safety Plan.** If Agency purchases an Officer Safety Plan ("OSP"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
- 3 **OSP 7 Term.** OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month ("**OSP 7 Term**").
- 4 **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
- 5 **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
- 6 **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
- 7 **Upgrade Change.** If Agency wants to change Axon Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
- 8 **Return of Original Axon Device.** Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
- 9 **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1 TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2 Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3 Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



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TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon.

- 1 **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
- 2 **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
- 3 **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.
- 4 **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 7 Subscription
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

- 5 **TASER 7 Subscription Term.** The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.
- 6 **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.
- 7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body. Agency acknowledges and agrees that Axon may access Agency Content to: (a) perform troubleshooting services upon request or as part of Axon's maintenance or diagnostic screenings; (b) enforce this Agreement or policies governing use of Axon Evidence; (c) generate aggregated data, excluding information that can be used to distinguish

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or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual (collectively, "PII"), to improve, analyze, support, and operate Axon's current and future devices and services.

- 8** **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
- 8.1** TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
 - 8.2** Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
 - 8.3** Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.



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Axon Auto-Tagging Appendix

- 1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
- 2 **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
- 3 **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
- 4 **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1 Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2 Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3 Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4 Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5 Promptly install and implement any software updates provided by Axon;
 - 4.6 Ensure that all appropriate data backups are performed;
 - 4.7 Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8 Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9 Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10 Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
- 5 **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



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Axon Fleet Appendix

- 1 **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
- 2 **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
- 3 **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
- 4 **Wireless Offload Server.**
 - 4.1 **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("WOS"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
 - 4.2 **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
 - 4.3 **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("WOS Updates") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
 - 4.4 **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
- 5 **Axon Vehicle Software.**
 - 5.1 **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
 - 5.2 **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.



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- 6 **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("Fleet Upgrade") as schedule on the Quote.

If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

- 7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body. Agency acknowledges and agrees that Axon may access Agency Content to: (a) perform troubleshooting services upon request or as part of Axon's maintenance or diagnostic screenings; (b) enforce this Agreement or policies governing use of Axon Evidence; (c) generate aggregated data, excluding information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual (collectively, "PII"), to improve, analyze, support, and operate Axon's current and future devices and services.

- 8 **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

- 8.1 Axon Fleet subscription coverage terminates, and no refunds will be given.
- 8.2 Axon will not and has no obligation to provide the Axon Fleet Upgrade.
- 8.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



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Axon Aware Appendix

This Axon Aware Appendix applies to both Axon Aware and Axon Aware Plus.

- 1 **Axon Aware Subscription Term.** If Agency purchases Axon Aware as part of a bundled offering, the Axon Aware subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Aware to Agency.

If Agency purchases Axon Aware as a standalone, the Axon Aware subscription begins the later of the (1) date Axon provisions Axon Aware to Agency, or (2) first day of the month following the Effective Date.

The Axon Aware subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Aware.

- 2 **Scope of Axon Aware.** The scope of Axon Aware is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Aware outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Aware to better meet Agency's needs.
- 3 **Axon Body 3 LTE Requirements.** Axon Aware is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.
- 4 **Axon Fleet 3 LTE Requirements.** Axon Aware is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.
- 5 **Axon Aware Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

- 6 **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Aware or bundles that include Axon Aware, Axon will end Aware services, including any Axon-provided LTE service.



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Add-on Services Appendix

This Appendix applies to Axon Citizen for Communities, Axon Redaction Assistant, and Axon Performance.

- 1 **Subscription Term.** If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.

If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

- 2 **Axon Citizen Storage.** For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
- 3 **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.



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Flock Software Terms of Use Appendix

1 **Definitions.**

"Aggregated Data" means information that relates to a group or category of customers, from which individual customer identities have been removed, that is not linked or reasonably linkable to any customer, including via a device.

"Authorized End User" shall mean any individual employees, agents, or contractors of Customer accessing or using the Flock Services through the Web Interface, under the rights granted to Customer pursuant to this Agreement.

"Customer" will mean the Customer.

"Customer Data" will mean the data, media and content provided by Customer through the Flock Services. For the avoidance of doubt, the Customer Data will include the Footage and geolocation information and environmental data collected by sensors built into the Units.

"Documentation" will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Flock Services which are provided by Flock to Customer in accordance with the terms of this Agreement.

"Embedded Software" will mean the software and/or firmware embedded or preinstalled on the Flock Hardware.

"Flock IP" will mean the Flock Services, the Documentation, the Flock Hardware, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Customer and/or its Authorized End Users in connection with the foregoing.

"Flock Hardware" shall mean the Flock Gate Cameras and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term "Flock Hardware" excludes the Embedded Software.

"Flock Services" means the provision, via the Web Interface, of Flock's software application for automatic license plate detection, searching image records, and sharing Footage.

"Flock System" means collectively, the Flock Hardware, Embedded Software, and Flock Services.

"Footage" means still images and/or video captured by the Flock Hardware in the course of and provided via the Flock Services.

"Non-Customer End User" means a Flock customer that has elected to give Customer access to its data in the Flock System.

"Non-Customer End User Data" means the Footage, geolocation data, environmental data and/or notifications of a Non-Customer End User.

"Unit(s)" shall mean the Flock Hardware together with the Embedded Software.

"Web Interface" means the website(s) or application(s) through which Customer and its Authorized End Users can access the Flock Services in accordance with the terms of this Agreement.

2 **Flock Services.**

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of



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the Flock Services via the Web Interface during the term of Customer's agreement, solely for the Authorized End Users. The Footage will be available for Customer to access via the Web Interface for 30 days. Authorized End Users will be required to sign up for an account, and select a password and username ("**User ID**"). Flock will also provide Customer the Documentation to be used in accessing and using the Flock Services. Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Customer, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Flock Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, including without limitation using a third party to host the Web Interface which makes the Flock Services available to Customer and Authorized End Users. Customer agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Customer from time to time.

- 2.2 Embedded Software License.** Subject to all terms of this Agreement, Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Flock Hardware by Flock; in each case, solely as necessary for Customer to use the Flock Services.
- 2.3 Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Customer a non-exclusive, non-transferable right and license to use the Documentation during the Service Term for Customer's internal purposes in connection with its use of the Flock Services as contemplated herein.
- 2.4 Usage Restrictions.** Customer will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Customer acknowledges that nothing in this Agreement will be construed to grant Customer any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (vi) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Application IP; (vii) use the Flock Services for timesharing or service bureau purposes or otherwise for the benefit of a third party or any purpose other than the Purpose; or (viii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer's rights under Sections 2.1, 2.2, or 2.3.
- 2.5 Retained Rights; Ownership.** As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.
- 2.6 Suspension.** Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on

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any of the Flock IP; (b) Customer's or any Authorized End User's use of the Flock Service disrupts or poses a security risk to the Flock Service or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Flock Services to Customer or any Authorized End User is prohibited by applicable law; or (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Customer to access the Flock (each such suspension, in accordance with this Section 2.6, a "**Service Suspension**"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Customer (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Application Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will extend the Customer's term by the duration of any suspension (for any continuous suspension lasting at least one full day) where the service suspension is not caused by the direct Customer's actions or by the actions of parties associated with the Customer. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Customer or any Authorized End User may incur as a result of a Service Suspension.

3 Installation Services.

3.1 Designated Locations. Prior to performing the physical installation of the Units, Flock shall advise Customer on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. While Flock will provide advice regarding the location of positioning of such Units, Customer will have the ultimate decision regarding the location, position, and angle of the Units (each Unit location so designated by Customer, a "**Designated Location**"). Due to the fact that Customer selects the Designated Location, Flock shall have no liability to Customer resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations, or delay in installation due to Customer's delay in identifying the choices for the Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready. Designated Locations that are suggested by Flock and accepted by Customer without alteration will be known as Flock Designated Locations. After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Customer, any subsequent changes to the deployment plan ("**Reinstalls**") driven by Customer's request will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like

3.2 Customer's Installation Obligations. Customer agrees to allow Flock and its agents reasonable access to the designated installation locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. The "Customer Installation Obligations" include, to the extent required by the Deployment Plan, but are not limited to electrical work to provide a reliable source of 120V AC power that follow Flock guidelines and comply with local regulations if adequate solar exposure is not available. Customer is solely responsible for (i) any permits or associated costs, and managing the permitting process; (ii) any permits or associated costs, any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Flock Hardware, its use, or any other services performed in connection therewith and that Customer shall be solely responsible for the

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foregoing. Customer represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

- 3.3 Flock's Installation Obligations.** The Flock Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time the Designated Locations are selected by Customer. Following the initial installation of the Flock Hardware, Flock's obligation to perform installation work shall cease; however, Flock will continue to monitor the performance of the Units, and receive access to the Footage for a period of 3 business days for maintenance purposes. Customer can opt out of Flock's access in the preceding sentence, which would waive Flock's responsibility to ensure such action was successful. Customer understands and agrees that the Flock Services will not function without the Flock Hardware.
- 3.4 Theft and Damage.** Flock agrees to replace the Flock Hardware up to 1 time during the Term, at no cost to Customer, in the event of theft or damage. Subsequent replacement due to damage or theft will be at Customer's own expense, at a replacement cost of \$300 per camera. Customer shall not be required to replace subsequently damaged or stolen units; however, Customer understands and agrees that functionality, including Footage, will be materially affected due to such subsequently damaged or stolen units and that Flock will have no liability to Customer regarding such affected functionality nor shall the Fees owed be impacted.
- 3.5 Security Interest.** The Flock Hardware shall remain the personal property of Flock and will be removed upon the termination or expiration of Customer's Agreement. Customer agrees to perform all acts which may be necessary to assure the retention of title of the Flock Hardware by Flock. Should Customer default in any payment for the Flock Services or any part thereof or offer to sell or auction the Flock Hardware, then Customer authorizes and empowers Flock to remove the Flock Hardware or any part thereof. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.
- 3.6 Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless. Any additional expenses incurred by Flock as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Customer and shall be paid promptly upon billing.

- 4 Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer will use the Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content and retention thereof. Customer hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses, including without limitation costs and attorneys' fees, in connection with any claim or action that arises from an alleged violation of the foregoing, Customer's Installation Obligations, or otherwise from Customer's use of the Services, Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Customer's use of the Services, Flock may do so and may prohibit any use of the Services it

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believes may be (or alleged to be) in violation of the foregoing

5 **Data, Feedback; Aggregated Statistics.**

5.1 Customer and Non-Customer End User Data. As between Flock and Customer, all right, title and interest in the Customer Data and Non-Customer End User Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Customer Data and Non-Customer End User Data and perform all acts with respect to the Customer Data and Non-Customer End User Data as may be necessary for Flock to provide the Flock Services to Customer, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Customer Data and Non-Customer End User Data as a part of the Aggregated Data (as defined in Section 5.3 below). This Agreement does not by itself make any Non-Customer End User Data the sole property or the Proprietary Information of Customer. Flock will automatically delete Footage older than 30 days. Customer has a 30-day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

5.2 Feedback. If Customer provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Customer hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

5.3 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Customer or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Flock Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom). Customer acknowledges that Flock will be compiling Aggregated Data based on Customer Data and Non-Customer End User Data input into the Flock Services. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other marketing, development, diagnostic and corrective purposes in connection with the Flock Services and other Flock offerings. No rights or licenses are granted except as expressly set forth herein.

6 Fees and Term. The initial term of the Flock Services shall be for the time period set forth on the Quote ("**Initial Flock Term**"). Following the Initial Flock Term, this Agreement will automatically renew for successive renewal terms of the length set forth on the Quote (each, a "**Flock Renewal Term**", and together with the Initial Flock Term, the "**Service Term**") unless either Party gives the other Party notice of non-renewal at least 30 days prior to the end of the then-current Service Term. The Service Term begins when all Flock Hardware is installed and has been validated as operational by Flock.

7 **Remedy; Warranty; and Disclaimer.**

7.1 Remedy. Upon a malfunction or failure of Flock Hardware or Embedded Software (a "**Defect**"), Customer must first make commercially reasonable efforts to address the problem by contacting Flock's technical support. If such efforts do not correct the Defect, Flock shall, or shall instruct one of its contractors to, in its sole discretion, repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit; provided that such inspection and test shall occur within 72 hours after Customer notifies the Flock of defect. Except for cameras owned by Customer, Flock agrees to replace cameras at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer shall not be required

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to replace subsequently damaged or stolen units; however, Customer understands and agrees that functionality, including Footage, will be materially affected due to such subsequently damaged or stolen units and that Flock will have no liability to Customer regarding such affected functionality nor shall the Fees owed be impacted.

- 7.2 Exclusions.** Flock will not provide the remedy described in Section 6.1 above if any of the following exclusions apply: (a) misuse of the Flock Hardware or Embedded Software in any manner, including operation of the Flock Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Flock; (b) damage, alteration, or modification of the Flock Hardware or Embedded Software in any way; or (c) combination of the Flock Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized by Flock.
- 7.3 Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Flock Services. Flock Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.
- 7.4 Disclaimer.** THE REMEDY DESCRIBED IN SECTION 6.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE FLOCK HARDWARE AND/OR EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE FLOCK SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE FLOCK SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE FLOCK SERVICES AND INSTALLATION SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- 7.5 Insurance.** Flock and Customer will each maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of their business risk. Certificates of Insurance will be provided upon request.

8 Limitation of Liability and Indemnity.

- 8.1 Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL FLOCK HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER

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CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE FLOCK SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, CUSTOMER SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE FLOCK SERVICES.

- 8.2 Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Customer will not pursue any claims or actions against Flock's suppliers.
- 8.3 Indemnity.** Customer hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of Section 3, a breach of this Agreement, Customer's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Customer End Users, or otherwise from Customer's use of the Flock Services, Flock Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Customer's use of the Flock Services, Flock may do so and may prohibit any use of the Flock Services it believes may be (or alleged to be) in violation of the Section 3 or this Agreement.
- 9 Data Preservation.** The Customer agrees to store Customer Data and Non-Customer End User Data in compliance with all applicable local, state, and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Customer's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to store the Customer Data or the Non-Customer End User Data, Customer agrees to preserve and securely store this data on Flock's behalf so that Flock can delete the data from its servers and, should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Customer upon demand.
- 10 Publicity.** Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Flock Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.
- 11 Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in FAR section 2.101, the Flock Services, the Flock Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.



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Axon Commander™ Software Appendix

- 1 **License.** Axon owns all executable instructions, images, icons, sound, and text in Commander. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Commander. "Use" means storing, loading, installing, or executing Commander exclusively for data communication with an Axon Device. Agency may use Commander in a networked environment on computers other than the computer it installs Commander on, so long as each execution of Commander is for data communication with an Axon Device. Agency may make copies of Commander for archival purposes only. Agency shall retain all copyright, trademark, and proprietary notices in Commander on all copies or adaptations.
- 2 **Term.** The Quote will detail the duration of the Commander license, as well as any maintenance. The term will begin upon installation of Commander by Axon.
- 3 **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Commander for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1 modify, tamper with, repair, or otherwise create derivative works of Commander;
 - 3.2 reverse engineer, disassemble, or decompile Commander or apply any process to derive the source code of Commander, or allow others to do the same;
 - 3.3 access or use Commander to avoid incurring fees or exceeding usage limits or quotas;
 - 3.4 copy Commander in whole or part, except as expressly permitted in this Agreement;
 - 3.5 use trade secret information contained in Commander;
 - 3.6 resell, rent, loan or sublicense Commander;
 - 3.7 access Commander to build a competitive device or service or copy any features, functions, or graphics of Commander; or
 - 3.8 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Commander or any copies of Commander.
- 4 **Support.** Axon may make available updates and error corrections ("Updates") to Commander. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Commander. Axon may provide technical support of a prior release/version of Commander for 6 months from when Axon made the subsequent release/version available.
- 5 **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Commander.



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Axon Application Programming Interface Appendix

1 **Definitions.**

"API Client" means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.

"API Interface" means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.

"Axon Evidence Partner API, API or AXON API" (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.

"Use" means any operation on Agency's data enabled by the supported API functionality.

2 **Purpose and License.**

2.1 Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.

2.2 Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.

2.3 Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3 Configuration. Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4 Agency Responsibilities. When using API Service, Agency and its end users may not:

- 4.1** use API Service in any way other than as expressly permitted under this Agreement;
- 4.2** use in any way that results in, or could result in, any security breach to Axon;
- 4.3** perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4** interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5** reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6** create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7** provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8** frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9** make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10** take any action or inaction resulting in illegal, unauthorized or improper purposes; or disclose Axon's API manual.

5 API Content. All content related to API Service, other than Agency Content or Agency's API Client



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content, is considered Axon's API Content, including:

- 5.1 the design, structure and naming of API Service fields in all responses and requests;
- 5.2 the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports; and
- 5.3 the structure of and relationship of API Service resources; and
- 5.4 the design of API Service, in any part or as a whole.

6 Prohibitions on API Content. Neither Agency nor its end users will use API content returned from the API Interface to:

- 6.1 scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
- 6.2 copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
- 6.3 misrepresent the source or ownership; or
- 6.4 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7 API Updates. Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for 1 year following the release of an API Update for all depreciated API Service versions.



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Advanced User Management Appendix

- 1 **Scope.** Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.
- 2 **Advanced User Management Configuration.** Agency will work independently to configure Agency's Advanced User Management for Agency's applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.



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Axon Channel Services Appendix

1 **Definitions.**

"Axon Digital Evidence Management System" means Axon Evidence or Axon Commander, as specified in the attached Channel Services Statement of Work.

"Active Channel" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

"Inactive Channel" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2 **Scope.** Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.

3 **Purpose and Use.** Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.

4 **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

5 **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.

6 **Monitoring.** Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.

7 **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:

- 7.1 Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
- 7.2 Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);
- 7.3 Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
- 7.4 Ensure all appropriate data backups are performed;
- 7.5 Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;
- 7.6 Notify Axon of any network or machine maintenance that may impact the performance of

Title: Master Services and Purchasing Agreement between Axon and Agency



Master Services and Purchasing Agreement

- the Channel Services; and
- 7.7** Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).



Master Services and Purchasing Agreement

VIEVU Data Migration Appendix

- 1 **Scope.** Agency currently has legacy data in the VIEVU Solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.

A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.

- 2 **Changes.** Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
- 3 **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
- 4 **Downtime.** There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.
- 5 **Functionality Changes.** Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.
- 6 **Acceptance.** Once the Migration is complete, Axon will notify Agency and an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have 90 days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.

In the event Agency does not accept the Migration, Agency agrees to notify the Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue. In the event Agency does not provide the Axon written rejection of the Migration during these 90 days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, the Axon will delete all data from the VIEVU solution 90 days after the Migration.

- 7 **Post-Migration.** After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency 90 days' notice before ending support for the VIEVU solution.
- 8 **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.
- 9 **Monitoring.** Axon may monitor Agency's use of Migration to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of Migration.

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal
Version: 11.0
Release Date: 8/6/2020



Master Services and Purchasing Agreement

Axon Support Engineer Appendix

- 1 **Axon Support Engineer Payment.** Axon will invoice for Axon Support Engineer ("ASE") services, as outlined in the Quote, when the Axon Support Engineer commences work on-site at Agency.
- 2 **Full-Time ASE Scope of Services.**
 - 2.1 A Full-Time ASE will work on-site four (4) days per week.
 - 2.2 Agency's Axon sales representative and Axon's Agency Success team will work with Agency to define its support needs and ensure the Full-Time ASE has skills to align with those needs. There may be up to a 6-month waiting period before the Full-Time ASE can work on-site, depending upon Agency's needs and availability of a Full-Time ASE.
 - 2.3 The purchase of Full-Time ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency, and Agency is current on all payments for the Full-Time ASE Service.

The Full-Time ASE Service options are listed below:

Ongoing System Set-up and Configuration	
- Assisting with assigning cameras and registering docks - Maintaining Agency's Axon Evidence account - Connecting Agency to "Early Access" programs for new devices	
Account Maintenance	
- Conducting on-site training on new features and devices for Agency leadership team(s) - Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program - Conducting weekly meetings to cover current issues and program status	
Data Analysis	
- Providing on-demand Axon usage data to identify trends and insights for improving daily workflows - Comparing Agency's Axon usage and trends to peers to establish best practices - Proactively monitoring the health of Axon equipment and coordinating returns when needed	
Direct Support	
- Providing on-site, tier 1 and tier 2 technical support for Axon devices - Proactively monitoring the health of Axon equipment - Creating and monitoring RMAs on-site - Providing Axon app support - Monitoring and testing new firmware and workflows before they are released to Agency's production environment	
Agency Advocacy	
- Coordinating bi-annual voice of customer meetings with Axon's Device Management team - Recording and tracking Agency feature requests and major bugs	

- 3 **Regional ASE Scope of Services**
 - 3.1 A Regional ASE will work on-site for 3 consecutive days per quarter. Agency must schedule the on-site days at least 2 weeks in advance. The Regional ASE will also be available by phone and email during regular business hours up to 8 hours per week.
 - 3.2 There may be up to a 6-month waiting period before Axon assigns a Regional ASE to Agency, depending upon the availability of a Regional ASE.
 - 3.3 The purchase of Regional ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency and Agency is current on all payments for the Regional ASE Service.

The Regional ASE service options are listed below:



Master Services and Purchasing Agreement

Account Maintenance

- Conducting remote training on new features and devices for Agency's leadership
- Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program
- Conducting weekly conference calls to cover current issues and program status
- Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon devices

Direct Support

- Providing remote, tier 1 and tier 2 technical support for Axon devices
- Creating and monitoring RMAs remotely

Data Analysis

- Providing quarterly Axon usage data to identify trends and program efficiency opportunities
- Comparing an Agency's Axon usage and trends to peers to establish best practices
- Proactively monitoring the health of Axon equipment and coordinating returns when needed

Agency Advocacy

- Coordinating bi-yearly Voice of Agency meetings with Device Management team
- Recording and tracking Agency feature requests and major bugs

4 **Out of Scope Services.** The ASE is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.

5 **ASE Leave Time.** The ASE will be allowed up 7 days of sick leave and up to 15 days of vacation time per each calendar year. The ASE will work with Agency to coordinate any time off and will provide Agency with at least 2 weeks' notice before utilizing any vacation days.



Master Services and Purchasing Agreement

Redaction Services Appendix

- 1 **Scope.** Each month of Axon Redaction Service, Agency may utilize up to the number of redacted videos included on the Quote, or the maximum number of hours, whichever comes first. In order to be considered one video, a video an Agency submits to Axon for redaction must be less than 1 hour. If a video is longer than 1 hour, it will be rounded up to the next hour. For example, if Agency submits a video for redaction and that video is 150 minutes, the video will be considered 3 hours. Agency may not rollover unused redactions and hours from one month to the next.
- 2 **Agency Responsibilities.**
 - 2.1 **Access.** Agency will create an account for Axon within Agency's Axon Evidence tenant. Agency must provision Axon to have only permission to view and redact videos identified for redaction. Upon completion of work or on a periodic basis in alignment with Agency's policy, Agency must manage or disable Axon's access within Agency's Axon Evidence tenant.
 - 2.2 **Policy.** Agency is responsible for providing Axon Agency's standard policy regarding redaction ("**Redaction Policy**"). The Redaction Policy should identify typical objects and audio that need to be redacted from video. Axon will redact videos per the Redaction Policy unless otherwise instructed in writing.
- 3 **Submission.** Agency will identify video for redaction and will submit requests to redactionservices@axon.com. Axon will redact the video according to the Redaction Policy within 72 hours. The redaction will be performed using Axon Evidence's Redaction Studio.
- 4 **Security.** Axon will use CJIS certified employees to perform all redaction services. Axon employees will perform all redactions in a CJIS compliant room.
- 5 **Acceptance of Redacted Video.** Upon completing the redaction, Axon will assign the redacted video to Agency. Agency will review the video within 5 business days of receipt and notify Axon of any required changes. If changes are necessary, Axon will perform such changes within 48 hours of notification. In the event Agency does not notify Axon of any requested changes within 5 business days of receipt of the redacted video, Axon will deem the redacted video accepted by Agency.
- 6 **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.



AXON

Town of Mead Police Department - CO

AXON SALES REPRESENTATIVE

Claudia Mendiola

480-681-0797

cmendiola@axon.com

ISSUED

12/4/2020

Q-255648-44169.660CM

1



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-255648-44169.660CM

Issued: 12/04/2020

Quote Expiration: 12/31/2020

Account Number: 482999

Payment Terms: Net 30
Delivery Method: Fedex - Ground

SHIP TO

Brent Newbanks
Town of Mead Police Department - CO
441 3RD St
Mead, CO 80542
US

BILL TO

Town of Mead Police Department - CO
PO Box 626
Mead, CO 80542
US

SALES REPRESENTATIVE

Claudia Mendiola
Phone: 480-681-0797
Email: cmendiola@axon.com
Fax:

PRIMARY CONTACT

Brent Newbanks
Phone: 970-805-4193
Email: bnewbanks@townofmead.org

Year 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	13	0.00	0.00	0.00
73840	EVIDENCE.COM BASIC ACCESS LICENSE	60	13	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	6	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60	2	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	200	0.00	0.00	0.00
73680	AWARE PLUS LICENSE	60	14	0.00	0.00	0.00
Hardware						
73202	AXON BODY 3 - NA10		14	699.00	699.00	9,786.00
74210	AXON BODY 3 - 8 BAY DOCK		1	1,495.00	1,495.00	1,495.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		1	43.90	43.90	43.90
74028	WING CLIP MOUNT, AXON RAPIDLOCK		15	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		14	0.00	0.00	0.00
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	14	336.00	336.00	4,704.00
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	1	354.00	354.00	354.00

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		1	0.00	0.00	0.00
73827	AB3 CAMERA TAP WARRANTY	60	14	0.00	0.00	0.00
73828	AB3 8 BAY DOCK TAP WARRANTY	60	1	0.00	0.00	0.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	13	180.00	180.00	2,340.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	2	468.00	468.00	936.00
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	12	200	4.80	0.00	0.00
73666	AWARE PLUS PAYMENT	12	14	300.00	204.00	2,856.00
Services						
80146	VIRTUAL BODYCAM STARTER		1	1,000.00	1,000.00	1,000.00
					Subtotal	23,514.90
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	23,514.90

Spares

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
73202	AXON BODY 3 - NA10		1	699.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		1	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		1	0.00	0.00	0.00
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	60	1	1,680.00	0.00	0.00
Other						
73827	AB3 CAMERA TAP WARRANTY	60	1	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	14	336.00	336.00	4,704.00
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	1	354.00	354.00	354.00
Other						
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	13	180.00	180.00	2,340.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	2	468.00	468.00	936.00
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	12	200	4.80	0.00	0.00
73666	AWARE PLUS PAYMENT	12	14	300.00	204.00	2,856.00
					Subtotal	11,190.00
					Estimated Tax	0.00
					Total	11,190.00

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	14	336.00	336.00	4,704.00
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	1	354.00	354.00	354.00
Other						
73309	AXON BODY CAMERA REFRESH ONE		14	0.00	0.00	0.00
73689	MULTI-BAY BWC DOCK MID REFRESH		1	0.00	0.00	0.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	13	180.00	180.00	2,340.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	2	468.00	468.00	936.00
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	12	200	4.80	3.27	654.00
73666	AWARE PLUS PAYMENT	12	14	300.00	204.00	2,856.00

Year 3 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
73309	AXON CAMERA REFRESH ONE		1	0.00	0.00	0.00
					Subtotal	11,844.00
					Estimated Tax	0.00
					Total	11,844.00

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	14	336.00	336.00	4,704.00
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	1	354.00	354.00	354.00
Other						
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	13	180.00	180.00	2,340.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	2	468.00	468.00	936.00
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	12	200	4.80	4.80	960.00
73666	AWARE PLUS PAYMENT	12	14	300.00	204.00	2,856.00
					Subtotal	12,150.00
					Estimated Tax	0.00
					Total	12,150.00

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	14	336.00	336.00	4,704.00
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	1	354.00	354.00	354.00
Other						
73310	AXON BODY CAMERA REFRESH TWO		14	0.00	0.00	0.00
73688	MULTI-BAY BWC DOCK FINAL REFRESH		1	0.00	0.00	0.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	13	180.00	180.00	2,340.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	2	468.00	468.00	936.00

Year 5 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	12	200	4.80	4.80	960.00
73666	AWARE PLUS PAYMENT	12	14	300.00	204.00	2,856.00
73310	AXON CAMERA REFRESH TWO		1	0.00	0.00	0.00
					Subtotal	12,150.00
					Estimated Tax	0.00
					Total	12,150.00
					Grand Total	70,848.90



Discounts (USD)

Quote Expiration: 12/31/2020

List Amount	82,173.90
Discounts	11,325.00
Total	70,848.90

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1	23,514.90
Spares	0.00
Year 2	11,190.00
Year 3	11,844.00
Year 4	12,150.00
Year 5	12,150.00
Grand Total	70,848.90

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: Erika Rasmussen

Date: 12.18.2020

Name (Print): Erika Rasmussen for

Title: Public Works Director

PO# (Or write
N/A): Helen Michelbrink Town

mgn

Town Engineer

Please sign and email to Claudia Mendiola at cmendiola@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

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		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		

Certificate of Completion

Envelope Id: 574AF22E17E54C7FB1E98EED4FF0A2EC

Status: Completed

Subject: Please DocuSign: Town of Mead MSPA.pdf

Source Envelope:

Document Pages: 46

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Katie Wingate

AutoNav: Enabled

17800 N 85th St

Envelopeld Stamping: Enabled

Scottsdale, AZ 85255

Time Zone: (UTC-07:00) Arizona

kwingate@axon.com

IP Address: 98.171.19.111

Record Tracking

Status: Original

Holder: Katie Wingate

Location: DocuSign

3/3/2021 9:04:16 AM

kwingate@axon.com

Signer Events

Robert Driscoll

bobby@axon.com

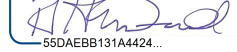
VP, Assoc. General Counsel

Axon Enterprise, Inc.

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:



55DAEBB131A4424...

Signature Adoption: Uploaded Signature Image

Using IP Address: 107.77.228.92

Signed using mobile

Timestamp

Sent: 3/3/2021 9:07:34 AM

Viewed: 3/3/2021 9:08:14 AM

Signed: 3/3/2021 9:08:21 AM

Electronic Record and Signature Disclosure:

Accepted: 10/2/2018 11:27:43 AM

ID: 6943ea04-c138-4194-a96a-e670aa85f248

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

3/3/2021 9:07:34 AM

Certified Delivered

Security Checked

3/3/2021 9:08:14 AM

Signing Complete

Security Checked

3/3/2021 9:08:21 AM

Completed

Security Checked

3/3/2021 9:08:21 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Axon Enterprises, Inc.-HR (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 Axon Enterprises, Inc.-HR:

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: cnelson@axon.com

To advise Axon Enterprises, Inc.-HR of your new email address

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- Until or unless you notify Axon Enterprises, Inc.-HR 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 Axon Enterprises, Inc.-HR during the course of your relationship with Axon Enterprises, Inc.-HR.



Agenda Item Summary

MEETING DATE: March 14, 2022

SUBJECT: Resolution No. 22-R-2022 – The Highlands Development Conditional Acceptance Phase 1C Landscaping

PRESENTED BY: Erika Rasmussen, Town Engineer/Public Works Director

SUMMARY

Mr. Shane Rugg of Prosper Land and Development, a Colorado limited liability company, having a principal office address of 428 Kimbark Street, Longmont, Colorado 80501 on behalf of Highlands Mead LLC (“Developer”) has requested conditional acceptance of the landscaping improvements in Phase 1C, installed as part of The Highlands development.

The Phase 1C Landscaping Improvements are identified in the Subdivision Improvement Agreement dated September 30, 2019 and recorded on November 8, 2019 at Reception No. 4539552 in the Weld County property records, as amended by that certain First Amendment to Subdivision Improvement Agreement dated April 13, 2020 and recorded on May 19, 2020 at Reception No. 4591618 in the Weld County property records (together, the “SIA”).

Staff is recommending conditional acceptance of the Phase 1C Landscaping Improvements. Resolution No. 22-R-2022 (the “Proposed Resolution”) memorializes the Board’s conditional acceptance of the Phase 1C Landscaping Improvements, effective May 1, 2022. The Proposed Resolution is attached to this *Agenda Item Summary* and is incorporated by reference.

Town staff completed a walkthrough on February 15, 2022 and no punch list items were identified. The two-year warranty period will commence on May 1, 2022.

Town staff will complete a final inspection prior to final acceptance of the Phase 1C Landscaping Improvements at the conclusion of the two-year warranty period.

Exhibit A of the Proposed Resolution is a letter dated February 16, 2022: (1) confirming Staff’s recommendation of conditional acceptance of the Phase 1C Landscaping Improvements, and (2) confirming that the two-year warranty period will commence on May 1, 2022.

Exhibit B of the Proposed Resolution includes one additional condition recommended by the Town Engineer. This additional condition ensures that 15% collateral for the Phase 1C landscape improvements will be held through the two-year warranty period.

For a two-year period from the date of conditional acceptance (guaranty period) the Developer is required, at its own expense, to take all actions necessary to maintain the Phase 1C Landscaping Improvements and make needed repairs or replacements that, in the reasonable opinion of the Town, become necessary.

If within thirty (30) days after the Developer’s receipt of written notice from the Town requesting replacement or repairs to the Phase 1C Landscaping Improvements, the Developer has not completed such repairs, the Town may exercise applicable contractual rights to secure performance, or the Town may proceed to withhold building permits, temporary certificates of occupancy, or certificates of occupancy for those lots located within boundaries of The Highlands Filing No. 1 Final Plat.

FINANCIAL CONSIDERATIONS

There are no financial considerations associated with this request.

STAFF RECOMMENDATION/ACTION REQUIRED

This item is scheduled on the March 14, 2022 regular meeting consent agenda. A motion to approve the consent agenda will approve the Proposed Resolution. If this item is pulled off of the consent agenda for further discussion or questions of Staff, Staff recommends the following motion:

Suggested motion: “I move to adopt Resolution No. 22-R-2022, a Resolution of the Town of Mead, Colorado, Granting Conditional Acceptance of the Phase 1C Landscaping Improvements (Highlands Filing No. 1 Final Plat).”

ATTACHMENTS

Resolution No. 22-R-2022

Exhibit A to Resolution: Letter dated February 16, 2022

Exhibit B to Resolution: Additional conditions (Conditional Acceptance – Phase 1C Landscaping)

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 22-R-2022**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, GRANTING
CONDITIONAL ACCEPTANCE OF THE PHASE 1C LANDSCAPING
IMPROVEMENTS (HIGHLANDS FILING NO. 1 FINAL PLAT)**

WHEREAS, Highlands Mead LLC, a Colorado limited liability company having a principal office address of 428 Kimbark Street, Longmont, CO 80501 (“Developer”) has caused the completion of certain landscaping improvements benefitting the Highlands Filing No. 1 Final Plat (“Development”), specifically the public landscaping improvements associated with **Phase 1C** of the Development (collectively, the “Landscaping Improvements” or “Improvements”); and

WHEREAS, the Improvements are identified in that certain Subdivision Improvement Agreement dated September 30, 2019 and recorded on November 8, 2019 at Reception No. 4539552 in the Weld County property records as amended by that certain First Amendment to Subdivision Improvement Agreement dated April 13, 2020 and recorded on May 19, 2020 at Reception No. 4591618 in the Weld County property records (together, the “SIA”); and

WHEREAS, the Landscaping Improvements are subject to a warranty period of two (2) years following conditional acceptance; and

WHEREAS, Developer has requested conditional acceptance of the Landscaping Improvements by the Board of Trustees of the Town of Mead; and

WHEREAS, the Town Engineer has reviewed the installation of the Landscaping Improvements, has determined that the Landscaping Improvements have been installed in substantial conformance with the Town’s construction standards and the requirements of the SIA, and is recommending that the Board grant conditional acceptance of the Landscaping Improvements effective May 1, 2022, as set forth and confirmed in that certain letter from the Town to Developer dated February 16, 2022, a copy of which is attached to this Resolution as **Exhibit A**, and subject to the additional condition attached to this Resolution as **Exhibit B**; and

WHEREAS, the Board of Trustees desires to grant conditional acceptance of the Landscaping Improvements subject to the conditions set forth in this Resolution; and

WHEREAS, the *Mead Municipal Code* (“MMC”) requires the Developer to maintain the Improvements for a two (2) year period from the date of conditional acceptance and clarifies that the Developer shall, at its own expense, take all actions necessary to maintain the Improvements and make needed repairs or replacements that, in the reasonable opinion of the Town (and the Town Engineer), shall become necessary; and

WHEREAS, if the Developer fails to make necessary repairs to the Improvements in accordance with the requirements set forth in the MMC, the Town may withhold final acceptance of the Improvements, may proceed to withhold building permits, temporary certificates of occupancy, or certificates of occupancy for those lots located within boundaries of the Development, or may take any other action authorized by the SIA.

NOW THEREFORE, BE IT RESOLVED by the Town of Mead, Weld County, Colorado, that:

Section 1. Conditional Acceptance of Public Improvements. The Board of Trustees on behalf of the Town of Mead, hereby grants “conditional acceptance” of the Landscaping Improvements identified in this Resolution and orders the commencement of the two (2) year warranty period on May 1, 2022.

Section 2. Developer Obligation to Maintain Improvements during Guarantee Period. Developer shall maintain the Improvements for a two (2) year period from the date of conditional acceptance (the “Guarantee Period”). Developer shall, at its own expense, take all actions necessary to maintain the Improvements and make needed repairs or replacements that, in the reasonable opinion of the Town (and the Town Engineer), shall become necessary during the Guarantee Period. Failure of the Developer to maintain the Improvements during the Guarantee Period shall violate the requirements this Section 2 and shall constitute a violation of the MMC pursuant to MMC Sec. 16-6-10(c)(1)(g). In addition to any contractual remedies available to the Town under the SIA, Town Staff shall be authorized to take any and all enforcement actions as necessary to ensure that the Developer completes necessary repairs and replacements of the Improvements during the Guarantee Period and prior to final acceptance of the Improvements, as authorized by the MMC, including but not limited to the enforcement actions set forth in Article VI of Chapter 16 of the MMC.

Section 3. Severability. If any part, section, subsection, sentence, clause or phrase of this resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the resolution. The Town Board hereby declares that it would have passed the resolution including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases are declared invalid.

Section 4. Effective Date. This resolution shall become effective immediately upon adoption.

Section 5. Certification. The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 14TH DAY OF MARCH, 2022.

ATTEST:

TOWN OF MEAD

By: _____
Mary E. Strutt, MMC, Town Clerk

By: _____
Colleen G. Whitlow, Mayor

Exhibit A
Letter dated February 16, 2022



February 16, 2022

Mr. Shane Rugg, Director of Land
Prosper Land and Development
428 Kimbark Street
Longmont, CO 80501

RE: The Highlands – Phase 1C Landscaping

On February 15, 2022, Town Staff performed a landscaping walk-through at the Highlands subdivision, Phase 1C, to assess the site conditions and confirm completion of construction. We consider this landscaping phase of the project to be substantially complete. No punchlist items were identified, and the Phase 1C landscaping improvements will be monitored throughout the warranty period.

In accordance with Section 202.8, Conditional Acceptance, of the *Town of Mead Design Standards and Construction Specifications*, the two-year warranty guarantee period shall begin on May 1, 2022.

Sincerely,

A handwritten signature in black ink that reads "RE Brown".

Robyn Brown, P.E.
Deputy Town Engineer

Exhibit B

Additional condition (Conditional Acceptance – Phase 1C Landscaping Improvements)

1. Developer shall replace LOC 19-21 dated September 15, 2021 in the amount of \$432,796.00 (and having an expiration date of October 15, 2023) (the “Existing Phase 1C Landscaping LOC”) with a new LOC in the form required by the SIA in the amount of **sixty-four thousand nine hundred nineteen and 40/100 dollars (\$64,919.40)** and having an expiration date **not earlier than August 30, 2024** (“Updated Landscaping LOC”). The Developer shall file the Updated Landscaping LOC with the Town Engineer on or before May 1, 2022. Upon filing of the Updated Landscaping LOC, the Town Engineer or designee shall cause the Existing Phase 1C Landscaping LOC to be released. The Updated Landscaping LOC shall be released in accordance with the terms of the SIA and the *Mead Municipal Code*.



Agenda Item Summary

MEETING DATE: March 14, 2022 (Public Hearing item)

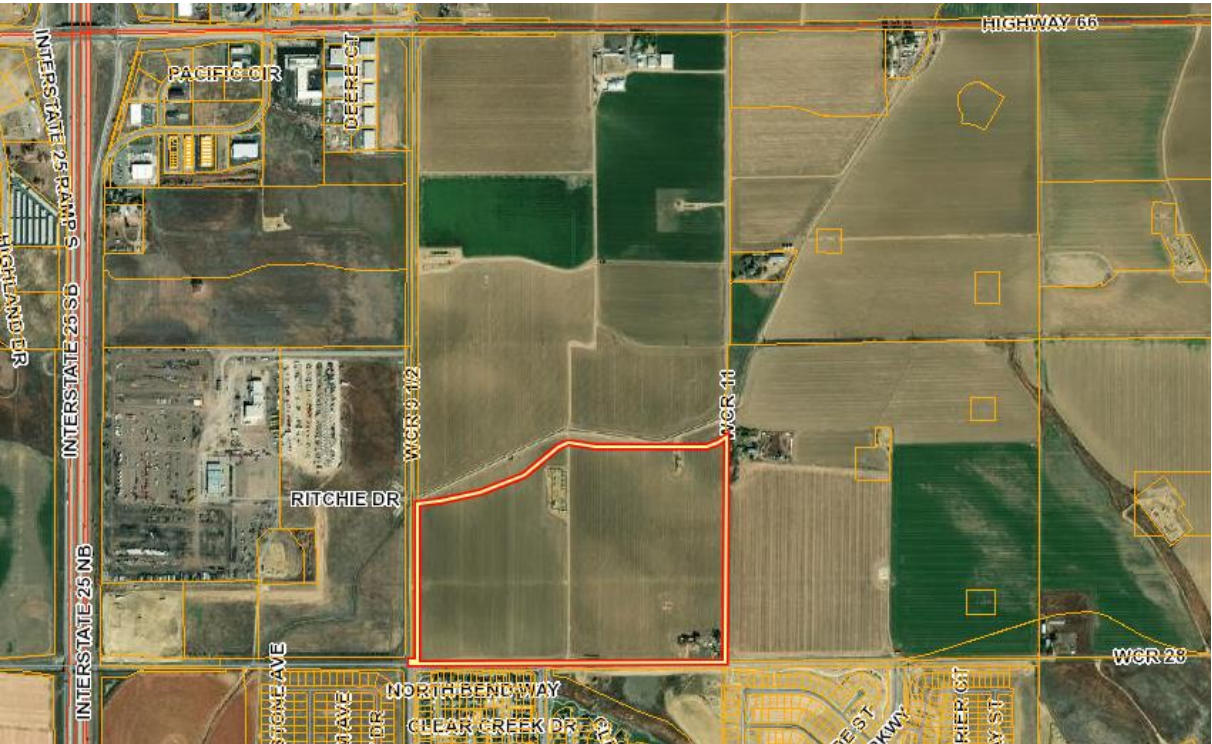
SUBJECT: Resolution No. 23-R-2022, A Resolution of the Town of Mead, Colorado, Conditionally Approving the Service Plan for the Grand Meadow Metropolitan District, and Authorizing Execution of the Intergovernmental Agreement between the Town and the District

PRESENTED BY: Silvia Buchenic, Assistant Town Attorney

SUMMARY

Resolution No. 23-R-2022 (the “Resolution”) **approves with conditions** the Service Plan for the Grand Meadow Metropolitan District (the “Service Plan”) and approves the form of intergovernmental agreement between the Town of Mead and the Grand Meadow Metropolitan District (“Intergovernmental Agreement”).

The location of the proposed Grand Meadow Metropolitan District (“District”) is shown on the map below:



As set forth in the Service Plan, the boundaries of the proposed District include 108.33 acres, more or less, generally located northeast of the intersection of Weld County Road (WCR) 9.5 and WCR 28, as more particularly shown and described in Exhibit B of the Service Plan (“Property”). MARK W. SCHELL, LTD. (“Applicant”) currently owns the Property and is proposing the organization of the District to provide certain public improvements and services for the benefit of development of the Property.

The Property is currently located within the boundaries of the Douthit Metropolitan District (“DMD”) which was organized in 2017 to provide certain public improvements and services for approximately 308.6 acres, including the Property. The DMD Service Plan was approved by the Board of Trustees on September 11, 2017 by Resolution No. 70-R-2017.

The development of the Property proposed to be included within the boundaries of the proposed District is anticipated to include about 366 residential units and no commercial development at build-out, consistent with the proposed preliminary plat and current zoning. Applicant submitted the Service Plan application, including a letter of intent (“Letter”) (attached to this *Agenda Item Summary*), to the Town on November 3, 2021.

As required by the Mead Municipal Code (“MMC”), the Letter discusses the public benefit to be provided by the District; the public improvements to be financed, operated, and/or maintained; and satisfaction of the state law criteria for district formation. The Letter sets forth the District’s purpose – to finance improvements in furtherance of the Town’s vision of friendly neighborhoods and thoughtful community planning, pursuant to the Town’s Comprehensive Plan. The anticipated improvements include street, storm sewer, sanitary sewer and water improvements, as well as playgrounds and a soccer field, that no other governmental entity is ready to provide on a comparable basis at this time. As required by the MMC, the Letter discusses Colorado Revised Statutes, Sec. 32-1-203(2) criteria for formation of districts. These criteria are provided below.

A copy of the Service Plan is attached to Resolution 23-R-2022 as ATTACHMENT A.

DISCUSSION

In January 2020, the Town adopted metropolitan district regulations, codified as Chapter 12 of the MMC. The following criteria apply to the Town’s consideration of the Service Plan, which does not propose any substantive changes to the Town’s model service plan.

CRITERIA FOR APPROVAL UNDER CHAPTER 12 OF THE MEAD MUNICIPAL CODE:

Section 12-2-50(c) of the MMC provides that the Board of Trustees shall consider the following in making a determination on a proposed service plan:

- (i) Criteria set forth in state law (Section 32-1-203(2), C.R.S.);
- (ii) Whether the proposed service plan is in substantial compliance with the model service plan; and
- (iii) Whether the proposed service plan satisfies the requirements of Section 12-2-20(b) of the MMC.

Counsel for the proposed District caused notice of the date, time, location, and purpose of a public hearing regarding the formation of the District to be duly published in the *Longmont Times-Call* in compliance with MMC Section 12-2-40. An affidavit of publication and certificate of mailing are on file with the Town Clerk.

(i) State law criteria

Under the MMC, the Board of Trustees is required to make findings and determinations regarding the following criteria, as set forth in C.R.S. § 32-1-203(2):

- a. There is sufficient existing and projected need for organized service in the area to be served by the proposed District;
- b. The existing service in the area to be served by the proposed District is inadequate for present and projected needs;
- c. The proposed District is capable of providing economical and sufficient service to the area within its proposed boundaries; and
- d. The area to be included within the proposed District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

The Service Plan, as submitted, addresses the above-referenced statutory criteria and provides financial projections based on anticipated development, prepared by Tierra Financial Advisors, LLC, a third-party financial consultant.

The Property is currently within the Douthit Metropolitan District (“DMD”), St. Vrain Sanitation District (“St. Vrain”), and Little Thompson Water District (“Little Thompson”). The Letter provides that St. Vrain and Little Thompson do not plan to finance or construct capital improvements for the Grand Meadow development. According to counsel for the Applicant, DMD will not be involved in financing or providing any improvements or services for development of the Property. Exclusion of the Property from the boundaries of DMD is included as a condition of approval of the Service Plan in the proposed resolution, to ensure that metropolitan district boundaries do not overlap and avoid duplicative taxation. The Resolution also includes a condition of approval that DMD and the Town enter into an intergovernmental agreement lowering DMD’s debt authorization from \$70 million to no more than \$50 million.

(ii) Substantial compliance with Model Service Plan

Sec. 12-2-20(a) requires that the service plan substantially comply with the Town’s service plan. Applicant is not proposing any substantive changes to the Town’s model service plan. The model service plan addresses, more specifically, the requirements of MMC Section 12-2-20(b), which criteria are addressed below.

(iii) MMC Section 12-2-20(b) Criteria

MMC Section 12-2-20(b) requires that all service plans include:

(1) The maximum debt service mill levy that the district shall be permitted to impose upon taxable property within the boundaries of the proposed district to finance public improvements.

In conformance with the model service plan, the Service Plan includes a maximum debt service mill levy limit of 45 mills.

(2) The total operating mill levy that the district shall be permitted to impose upon taxable property within the boundaries of the proposed district to fund administrative, operating, and facilities maintenance expenses, including the repayment of any advances provided to the district for such purposes.

In conformance with the model service plan, the Service Plan includes a maximum operating mill levy limit of 10 mills.

(3) The total aggregate mill levy that the district shall be permitted to impose, including the maximum debt service mill levy and maximum operating mill levy.

In conformance with the model service plan, the Service Plan includes an aggregate maximum mill levy of 55 mills, including operating and debt mill levy, but not including the Town O&M Mill Levy.

(4) The capital plan, including: a. a detailed list of the public improvements to be developed by the district, supported by an engineering or architectural survey; b. a good faith estimate of the cost of the public improvements; and c. a pro forma capital expenditure plan correlating expenditures with development.

The Capital Plan is included as Exhibit D to the Service Plan. The Capital Plan details improvements anticipated to be financed by the District and cost estimates for such improvements. As required, the Capital Plan also informs the debt cap, which cannot exceed the estimated improvement costs including a 10% contingency. In this case, the debt cap reflects the Capital Plan estimates and contingency at \$41,029,751. Additional language provides that the debt cap may be altered by updating the Capital Plan with approval from the Town Board through an intergovernmental agreement amendment.

(5) Required imposition of the Town O&M Mill Levy.

In conformance with the model service plan, the Service Plan requires the imposition of three (3) mills as the Town O&M Mill Levy, which may be used to defray the Town's ongoing operations and maintenance expenses associated with any Town capital improvements and infrastructure that directly or indirectly serve development in the District.

(6) The form of Town-District IGA as an exhibit, including language requiring the imposition, collection and remittance of the revenues generated by the Town O&M Mill Levy to the Town.

The Service Plan includes the IGA as Exhibit C.

(7) A requirement that the district Board approve the Town-District IGA no later than ninety (90) days following the date on which the Weld County District Court has entered its order declaring the district organized.

Consistent with the model service plan, the Service Plan includes the IGA execution requirement in Section IX.

(8) A financial plan, including reference to the Town O&M Mill Levy and detailed projections of the revenue to be generated by the imposition of the Town O&M Mill Levy for a minimum period of thirty (30) years following the year in which the service plan is submitted.

The Financial Plan, attached as Exhibit E to the Service Plan, includes 30-year projections of tax revenue, including the Town O&M Mill Levy. The Financial Plan includes the amount necessary to finance the projected costs of the public improvements, as well as those projected costs associated with the issuance of debt including, without limitation, the cost of issuance, capitalized interest, and reserve funds. The Financial Plan projects that bond proceeds in the amount of \$15,110,000 will be available to finance the capital costs, which is less than the total estimated capital costs of \$41,029,751. Any capital costs that cannot be financed by the District will be the responsibility of the developer.

(9) A limitation that the district shall not impose a levy for repayment of any and all debt, or use the proceeds of any mill levy for repayment of debt, on any single property developed for residential uses that exceed thirty (30) years after the year of the initial imposition of such mill levy unless a majority of the members of the Board are residents of such district and have voted in favor of a refunding of part or all of the debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, et seq., C.R.S.

Consistent with the model service plan, the Service Plan includes the debt mill levy imposition term limitation in Section VI.C.2, as well as the IGA.

(10) A prohibition on the exercise of the district's powers of eminent domain and dominant eminent domain against Town-owned or Town-leased property except with prior written consent by the Board of Trustees.

Consistent with the model service plan, the Service Plan includes the eminent domain limitation in Section V.A.14, as well as the IGA.

(11) The form of written disclosure notice, as required by MMC Section 12-2-70. The disclosure notice shall be attached as an exhibit to the proposed service plan.

The required form of written disclosure notice is attached to the Service Plan as Exhibit F. The completed form must be recorded in Weld County real property records within 90 days of District formation.

Town Staff is recommending approval of the Service Plan, subject to the following conditions:

CONDITIONS OF APPROVAL:

1. The District’s Board of Directors shall execute the Intergovernmental Agreement (in substantially the form attached as Exhibit C to the Service Plan) within 90 days after the entry of the decree of formation of the District and shall file an executed duplicate original of such executed Intergovernmental Agreement with the Town Clerk within ten (10) days of the date of execution.
2. The District shall not take any actions, including issuing debt, imposing a mill levy, or imposing any fees, unless and until the Property has been excluded from the boundaries of DMD pursuant to an Order of Exclusion approved by the Weld County District Court and in accordance with exclusion procedures set forth in Section 32-1-101, C.R.S., *et seq.* The District shall provide a certified copy of such Order of Exclusion to the Town Clerk no later than ten (10) business days after its issuance by the Weld County District Court.
3. The District shall not take any actions, including issuing debt, imposing a mill levy, or imposing any fees, unless and until the Town and DMD have executed an amendment to the existing intergovernmental agreement between DMD and the Town that lowers DMD’s total debt issuance limitation to an amount not to exceed Forty-Five Million Dollars (\$45,000,000) to account for the exclusion of the Property from the boundaries of DMD, in a form substantially as attached hereto as ATTACHMENT B (“DMD IGA First Amendment”)

Resolution 23-R-2022 also approves the DMD IGA First Amendment Agreement in substantially the form attached as ATTACHMENT B to the Resolution and authorizes the Mayor to execute the DMD IGA First Amendment on behalf of the Town once in final form.

The conditions of approval set forth above are incorporated into Section 3 of the Resolution, and condition #1 above is a requirement of MMC Sec. 12-2-60.

FINANCIAL CONSIDERATIONS

The Service Plan requires imposition of the Town O&M Mill Levy, which may be adjusted in case of changes in the method of calculating assessed valuation. Assuming the growth in assessed value in the District as set forth in the Service Plan and Financial Plan (Exhibit E), the Town O&M Mill Levy is projected to generate in excess of \$100,000.00 per year at full build out of the District.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends approval of Resolution No. 23-R-2022.

Suggested Motion:

“I MOVE TO APPROVE RESOLUTION NO. 23-R-2022, A RESOLUTION OF THE TOWN OF MEAD, COLORADO, CONDITIONALLY APPROVING THE SERVICE PLAN FOR GRAND MEADOW METROPOLITAN DISTRICT, AND AUTHORIZING EXECUTION OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN AND THE GRAND MEADOW METROPOLITAN DISTRICT.”

ATTACHMENTS

- 1) Resolution 23-R-2022
- 2) Service Plan for Grand Meadow Metropolitan District (ATTACHMENT A to Resolution)
 - EXHIBIT A** Vicinity Map
 - EXHIBIT B** District Boundary Map and Legal Description
 - EXHIBIT C** Town-District IGA
 - EXHIBIT D** Capital Plan
 - EXHIBIT E** Financial Plan
 - EXHIBIT F** Form of District Disclosure Notice
- 3) First Amendment to Intergovernmental Agreement Between the Town and Douthit Metropolitan District (ATTACHMENT B to Resolution)
- 4) Letter of Intent dated November 3, 2021 (required by Sec. 12-2-10(e) of the MMC)
- 5) PowerPoint presentation (to be presented at the March 14th Board of Trustees hearing by Applicant/counsel for Applicant)

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 23-R-2022**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO,
CONDITIONALLY APPROVING THE SERVICE PLAN FOR GRAND
MEADOW METROPOLITAN DISTRICT, AND AUTHORIZING
EXECUTION OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWN AND THE GRAND MEADOW METROPOLITAN DISTRICT**

WHEREAS, MARK W. SCHELL, LTD. (the “Proponent”), the 100% fee owner of the property within the development known as Grand Meadow, Town of Mead (the “Project”), has proposed the organization of the Grand Meadow Metropolitan District (“District”) to provide certain public improvements and services for the benefit of the Project; and

WHEREAS, a service plan for the proposed District (the “Service Plan”) was originally submitted by the Proponent to the Town on November 3, 2021, in accordance with the applicable provisions of Chapter 12 of the Mead Municipal Code (“MMC”); and

WHEREAS, the District’s boundaries will include approximately 108.33 acres, generally located northeast of the intersection of Weld County Road (WCR) 9.5 and WCR 28, as more particularly shown and described in Exhibit B of the Service Plan (“Property”); and

WHEREAS, a copy of the Service Plan is attached to this Resolution as ATTACHMENT A; and

WHEREAS, the Property is currently located within the boundaries of the Douthit Metropolitan District (“DMD”), the service plan for which was approved by the Board of Trustees of the Town on September 11, 2017 by Resolution No. 70-R-2017; and

WHEREAS, the Proponent has submitted a Letter of Intent dated November 3, 2021 (“Letter of Intent”), as required by MMC Section 12-2-10(e); and

WHEREAS, in accordance with MMC Section 12-2-40, the Proponent has caused notice of the date, time, location and purpose of the public hearing regarding the consideration of the Service Plan to be duly published in the *Longmont Times-Call*, a newspaper of general circulation, on February 17, 2022; has caused such notice to be provided to the Division of Local Government in the Department of Local Affairs; and has caused notice to be provided to the governing body of each municipality and of each special district which has levied an *ad valorem* tax within the next preceding tax year and which has boundaries within a radius of three (3) miles of the proposed Districts; and

WHEREAS, the Proponent has filed a publisher’s affidavit and certificate of mailing regarding the aforementioned public notices to be filed with the Town Clerk; and

WHEREAS, the Board of Trustees has reviewed the Service Plan and Letter of Intent and considered evidence in support of the approval or conditional approval of the Service Plan.

THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Mead, Colorado as follows:

Section 1. The Board of Trustees has authority to approve the Service Plan without condition or modification, deny the Service Plan, or conditionally approve the Service Plan subject to the submission of additional information relating to same pursuant to MMC Section 12-2-50.

Section 2. Based on the contents of the Service Plan and other evidence presented at the public hearing of the Board of Trustees held on March 14, 2022, and in accordance with MMC Section 12-2-50, the Board of Trustees hereby finds and determines as follows:

- a. There is sufficient existing and projected need for organized service in the area to be served by the proposed District;
- b. The existing service in the area to be served by the proposed District is inadequate for present and projected needs;
- c. The proposed District is capable of providing economical and sufficient service to the area within its proposed boundaries; and
- d. The area to be included within the proposed District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.
- e. The Service Plan is in substantial compliance with Chapter 12 of the MMC and is in substantial compliance with provisions of the Town's model service plan, as required in accordance with MMC Section 12-2-20.

Section 3. The Service Plan for the District in the form attached to this Resolution as ATTACHMENT A is hereby approved, subject to the following condition(s):

- a. The District's Board of Directors shall execute the Intergovernmental Agreement (in substantially the form attached as Exhibit C to the Service Plan) within 90 days after the entry of the decree of formation of the District and shall file an executed duplicate original of such executed Intergovernmental Agreement with the Town Clerk within ten (10) days of the date of execution.
- b. The District shall not take any actions, including issuing debt, imposing a mill levy, or imposing any fees, unless and until the Property has been excluded from the boundaries of DMD pursuant to an Order of Exclusion approved by the Weld County District Court and in accordance with exclusion procedures set forth in Section 32-1-101, C.R.S., *et seq.* The District shall provide a certified copy of such Order of Exclusion to the Town Clerk no later than ten (10) business days after its issuance by the Weld County District Court.
- c. The District shall not take any actions, including issuing debt, imposing a mill levy, or imposing any fees, unless and until the Town and DMD have executed an amendment to the existing intergovernmental agreement between DMD and the Town that lowers DMD's total debt issuance limitation to an amount not to exceed Forty-Five Million Dollars (\$45,000,000) to account for the exclusion of the Property from the boundaries of DMD, in a form substantially as attached hereto as ATTACHMENT B ("DMD IGA First Amendment").

Section 4. The Board of Trustees hereby approves the Intergovernmental Agreement in substantially the form attached as Exhibit C to the Service Plan and: (a) authorizes the Mayor or Town Manager, in consultation with the Town Attorney, to make such other changes as may be needed to the Intergovernmental Agreement in order to correct any nonmaterial errors or language; and (b) authorizes the Mayor to execute the Intergovernmental Agreement on behalf of the Town following approval as to form by the Town Attorney and following the date on which the District’s Board of Directors has caused an executed duplicate original of the Intergovernmental Agreement to be filed of record with the Town Clerk.

Section 5. The Board of Trustees hereby approves the DMD IGA First Amendment Agreement in substantially the form attached as ATTACHMENT B to this Resolution and: (a) authorizes the Mayor or Town Manager, in consultation with the Town Attorney, to make such other changes as may be needed to the DMD IGA First Amendment in order to correct any nonmaterial errors or language; and (b) authorizes the Mayor to execute the DMD IGA First Amendment on behalf of the Town following approval as to form by the Town Attorney and following the date on which DMD’s Board of Directors has caused an executed duplicate original of the DMD IGA First Amendment to be filed of record with the Town Clerk.

Section 6. Approval of this Resolution is not a waiver of, nor a limitation upon any power that the Town is legally permitted to exercise with respect to the Property proposed to be served by the proposed District.

Section 7. The Town Clerk shall certify to the passage of this Resolution and make not less than one copy of the adopted Resolution available for inspection during regular business hours.

Section 8. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining issues of this Resolution.

Section 9. **Effective Date.** This Resolution shall take effect upon its approval by the Board of Trustees.

INTRODUCED, READ, PASSED AND ADOPTED THIS 14TH DAY OF MARCH, 2022.

ATTEST:

TOWN OF MEAD

By: _____
Mary E. Strutt, MMC, Town Clerk

By: _____
Colleen G. Whitlow, Mayor

ATTACHMENT A

Service Plan for Grand Meadow Metropolitan District

ATTACHMENT B

First Amendment to Intergovernmental Agreement Between the Town and
Douthit Metropolitan District

(“DMD IGA First Amendment”)

SERVICE PLAN
FOR
GRAND MEADOW METROPOLITAN DISTRICT
TOWN OF MEAD, COLORADO

Prepared

by

Cockrel Ela Glesne Greher & Ruhland, PC
390 Union Blvd., Suite 400
Denver, CO 80228

Submittal Date: November 3, 2021

[Approval DATE]

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EXHIBIT C	Town-District IGA
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EXHIBIT E	Financial Plan
EXHIBIT F	Form of District Disclosure Notice

I. INTRODUCTION

A. Intent and Purpose.

The Town intends that this Service Plan grant authority to the District to provide for the planning, design, acquisition, construction, installation and financing of Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District, subject to the limitations set forth herein. The Town and the District acknowledge that the District is an independent unit of local government, separate and distinct from the Town, and, except as may otherwise be provided for by State or local law, this Service Plan or an intergovernmental agreement with the Town, the District's activities are subject to review by the Town only insofar as the activities may deviate in a material manner from the requirements of the Service Plan.

B. Need for the District.

There are currently no other governmental entities, including the Town, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation and financing of the Public Improvements or the ownership, operation and maintenance of the Public Improvements that are not accepted for ownership, operation and maintenance by the Town or another entity. Formation of the District is therefore necessary in order for the Public Improvements to be provided in the most economic manner possible.

The property within the District lies within the Little Thompson Water District ("Little Thompson") and will receive domestic water service from Little Thompson; however, Little Thompson does not plan to finance or construct the water system improvements for the Project. Therefore, the water system improvements to be provided by the District do not duplicate or interfere with the provision of water service by Little Thompson. The exercise of water power by the District shall be subject to any required consent from Little Thompson, pursuant to Section 32-1-107, C.R.S.

The property within the District also lies within the St. Vrain Sanitation District ("St. Vrain") and will receive sanitary sewer service from St. Vrain. St. Vrain does not plan to finance or construct the sanitary sewer system improvements for the Project. Therefore, the sanitary sewer system improvements to be provided by the District do not duplicate or interfere with the provision of sanitary sewer service by St. Vrain. The exercise of the sanitary sewer power by the District shall be subject to any required consent from St. Vrain, pursuant to Section 32-1-107, C.R.S.

C. Town's Objective.

The Town's objective in approving the Service Plan is to authorize the District to provide for the planning, design, acquisition, construction, installation and financing of the Public Improvements from the proceeds of Debt that may be issued by the District and to provide for the ownership, operation and maintenance of any Public Improvement not otherwise accepted for ownership, operation or maintenance by the Town or another entity. Debt is expected to be repaid by an ad valorem property tax no higher than the Maximum Debt Mill Levy and other legally available revenues of the District. Debt issued within these parameters and, as further

described in the Financial Plan, is intended to insulate property owners from excessive tax and financial burdens and result in a timely and reasonable repayment. Public Improvements costs that cannot be funded within these parameters are not costs to be paid by the District.

The Town intends to authorize the District to have the ability to plan, design, acquire, construct, install and finance the initial Public Improvements necessary to develop the Project and seeks the timely payment of Debt related to those initial Public Improvements.

The Town intends that the District dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt and for continuation of any operations.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Approved Development Plan: means a subdivision improvement agreement, final plat, development plan, or other process established by the Town for identifying, among other matters, the Public Improvements necessary for facilitating development of property within a part or all of the Service Area as approved by the Town pursuant to the Town Code, as amended from time to time.

Board: means the board of directors of the District.

Bond, Bonds or Debt: means bonds, notes, contracts, reimbursement agreements or other multiple fiscal year financial obligations issued by the District or other obligations for the payment of which the District has promised to impose an ad valorem property tax mill levy and/or impose and collect fees.

Bond Counsel Opinion: means the opinion, to be provided by an attorney licensed in Colorado and published in the then current publication of the Bond Buyer Directory of Municipal Bond Attorneys, providing that the Debt that is the subject of the opinion was issued in accordance with the provisions of the Service Plan.

Capital Plan: means the Capital Plan described in Section V.C. which includes: (a) a list of the Public Improvements that may be developed by the District; (b) an engineer’s estimate of the cost of the Public Improvements; and (c) a pro forma capital expenditure plan correlating expenditures with development.

Cost Verification Report: means a report provided by an engineer or accountant as required pursuant to Section V.A.17 or V.A.18.

Debt: See Bond, Bonds or Debt.

Developer: means the owner or owners of the property within the Service Area, any affiliates of such owner or owners and their successors and assigns other than End Users.

Developer Debt: means bonds, notes, contracts, reimbursement agreements or other multiple fiscal year financial obligations issued by the District to the Developer for reimbursement of sums advanced or paid for funding of Public Improvements and/or operation and maintenances expenses. Developer Debt shall be subordinate to other Debt of the District.

Developer Debt Mill Levy Limitation Term: means the Developer Debt Mill Levy Imposition Term set forth in Section VI.D.

District: means the Grand Meadow Metropolitan District.

District Boundaries: means the boundaries of the area described in **Exhibit B**, attached hereto and incorporated herein.

End User: means any owner or occupant of any taxable residential real property or commercial property within the District after such property has been vertically developed. By way of illustration, a resident homeowner, renter, commercial property owner or commercial tenant is an End User. The Developer and any business entity that constructs homes or commercial structures is not an End User.

External Financial Advisor: means a consultant that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the Developer or the District.

External Financial Advisor Certification: means the certification required to be provided pursuant to Section V.A.5. below.

Financial Plan: means the Financial Plan described in Section VI., which describes (i) how the Public Improvements are to be financed; (ii) how Debt may be incurred; and (iii) the estimated operating revenue derived from property taxes.

Maximum Aggregate Mill Levy: means the maximum aggregate mill levy that the District is permitted to impose as provided in Section VI.C.4. below, including the Maximum Debt Mill Levy and the Maximum Operating Mill Levy.

Maximum Debt Authorization: means the total Debt the District is permitted to incur as set forth in Section V.A.9. below.

Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt as set forth in Section VI.C. below.

Maximum Debt Mill Levy Imposition Term: means the maximum mill levy imposition term the District is permitted to impose for payment of Debt, as set forth in Section VI.C.2. below.

Maximum Operating Mill Levy: means the mill levy the District is permitted to impose for payment of administrative, operations and maintenance expenses as set forth in Section VI.C.3. below.

Mill Levy Adjustment: means, if there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, the applicable mill levy limitation may be increased or decreased to reflect such changes, such increases and decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the applicable mill levy, as adjusted for changes occurring on or after the date of approval of this Service Plan (*or for purposes of the Town O&M Mill Levy, changes occurring on or after March 1, 2020*), are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

Privately Placed Debt: means Debt that is issued by the placement of the Debt directly with the Debt purchaser and without the use of an underwriter as a purchaser and reseller of the Debt, and includes, but is not limited to, Developer Debt and bank loans.

Project: means the development or property commonly referred to as Grand Meadow.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed and financed as listed on the Capital Plan, attached as **Exhibit E**, and generally described in the Special District Act, or as set forth in an Approved Development Plan or intergovernmental agreement with the Town, to serve the anticipated inhabitants and taxpayers of the Service Area, except as specifically limited in this Service Plan and as approved by the Board from time to time.

Publicly-Marketed Debt: means Debt that is offered for sale to the public by the District with the use of an underwriter as a purchaser and reseller of the Debt.

Recurring Fee(s): means any recurring fee, rate, toll, penalty or charge imposed by the District for administrative, operations and maintenance costs and for services, programs or facilities provided by the District as limited by the provisions of Section V.A.10. below, but in no event to be used for payment of Debt.

Refunding Bonds or Refunding Debt: means Debt issued for purposes of refunding any Bond or Debt.

Service Area: means the property within the District Boundaries, as may be amended from time to time.

Service Plan: means this service plan for the District approved by the Town Board.

Service Plan Amendment: means an amendment to the Service Plan approved by Town Board in accordance with the Town's ordinance and applicable state law.

Special District Act: means Section 32-1-101, et seq., of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real or personal property within the Service Area subject to ad valorem property taxes imposed by the District.

Town: means the Town of Mead, Colorado.

Town Board: means the Board of Trustees of the Town of Mead, Colorado.

Town Code: means the *Mead Municipal Code*, as amended from time to time

Town-District IGA: means the intergovernmental agreement between the Town and District required by Section IX. below, which agreement memorializes the terms, obligations and limitations of this Service Plan.

Town O&M Mill Levy: means three (3) mills, subject to Mill Levy Adjustment, to be imposed and collected by the District in accordance with Section VI.I. below for purposes of defraying the Town’s ongoing operations and maintenance expenses associated with public improvements within or without the boundaries of the District and which directly or indirectly serve development within the District.

III. BOUNDARIES

The area of the District Boundaries includes approximately one hundred eight and one third (108.33) acres. A legal description and map of the District Boundaries is attached hereto as **Exhibit B**. A vicinity map is attached hereto as **Exhibit A**. The District’s boundaries may change from time to time as the District undergo inclusions and exclusions pursuant to the Special District Act, subject to the limitations set forth in Section V below and as authorized by the Town.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately one hundred eight and one third (108.33) acres of land. The current assessed valuation of the Service Area is \$0 for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The Project is anticipated to include approximately 366 **residential** units.

Approval of this Service Plan by the Town does not imply approval of any development within the District.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Service Plan Amendment.

The District shall have the power and authority to provide the Public Improvements and operation and maintenance services within and without the boundaries of the District as such power and authority is described in the Special District Act and in other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

1. **Operations and Maintenance Limitation.** The purpose of the District is to provide for the planning, design, acquisition, construction, installation and financing of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The District shall only operate and maintain those Public Improvements that are not accepted for ownership, operations and maintenance by the Town or other appropriate entity in a manner consistent with the Approved Development Plan and other rules and regulations of the Town and the Town Code.

The District is not authorized to provide any services other than those related to mosquito control, parks and recreation, safety protection, street landscaping, television relay and translation, covenant enforcement and design review, and transportation. District provision of any other services shall be deemed a material modification of the Service Plan under Section 32-1- 207, C.R.S.

2. **Trails and Amenities.** The District may own, operate and maintain trails and related amenities within the District. All parks and trails shall be open to the general public, including Town residents who do not reside in the District, free of charge. Any fee imposed by the District for access to recreation improvements owned by the District, other than parks and trails, shall not result in Town residents who reside outside the District paying a user fee that is greater than, or otherwise disproportionate to, amounts paid by residents of the District and shall not result in the District residents subsidizing the use by non-District residents. The District shall be entitled to impose a reasonable administrative fee to cover additional expenses associated with use of District recreational improvements, other than parks and trails, by Town residents who do not reside in the District to ensure that such use is not subsidized by the District residents.

3. **Construction Standards Limitation.** The District shall ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of other governmental entities having proper jurisdiction. The District shall obtain the Town's approval of civil engineering plans and applicable permits for construction and installation of Public Improvements prior to performing such work.

4. **Conveyance.** The District agrees to convey to the Town, at no expense to the Town and upon written notification from the Town, any real property owned by the District that is necessary, in the Town's sole discretion, for any Town capital improvement projects for transportation, utilities or drainage. The District shall, at no expense to the Town and upon written notification from the Town, transfer to the Town all rights-of-way, fee interests and easements owned by the District that the Town determines are necessary for access to and

operation and maintenance of the Public Improvements to be owned, operated and maintained by the Town, consistent with an Approved Development Plan.

5. Privately Placed Debt Limitation. Prior to the issuance of any Privately Placed Debt, including but not limited to any Developer Debt, the District shall obtain the certification of an External Financial Advisor, in the form substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

Within ten (10) days subsequent to the issuance of Privately Placed Debt, the District shall provide the Town with copies of the relevant Debt documents, the External Financial Advisor Certification and the Bond Counsel Opinion addressed to the District and the Town regarding the issuance of the Debt.

6. Inclusion Limitation. The District shall not include within its boundaries any property without the prior written consent of the Town. The District shall only include within its boundaries property that has been annexed to the Town, and no portion of the District shall ever consist of property not within the Town's corporate boundaries.

7. Overlapping Services. The District shall not provide the same service as any existing special district in which the District is an "overlapping special district" (as defined in Section 32-1-107, C.R.S.) unless consent to the provision of such service is approved pursuant to Section 32-1-107, C.R.S.

8. Debt Limitation. Unless otherwise approved in an intergovernmental agreement with the Town, on or before the effective date of approval by the Town of an Approved Development Plan, the District shall not: (a) issue any Debt; or (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service fund. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S., and all other requirements of State law.

9. Maximum Debt Authorization. The District shall not issue Debt in excess of (\$41,029,751), which amount is specifically set forth and referenced in the Capital Plan.

10. Fee Limitations.

(a) Recurring Fee Limitation. The District may impose and collect Recurring Fees for administrative, operations and maintenance expenses and for services, programs or facilities furnished by the District. Any Recurring Fees for administrative,

operations and maintenance expenses not specifically set forth in the Financial Plan, including a subsequent increase in such Recurring Fees, shall be subject to review and approval by the Town, either administratively or by formal action of the Town Board, at the discretion of the Town Manager. If the Town does not respond to a request for the imposition of the Recurring Fee or an increase in such Recurring Fee within forty-five (45) days of receipt of a written request from the District, the Town shall be deemed to have approved the ability of the District to impose or increase the Recurring Fee as described in the request. Any Recurring Fees imposed or increased for operation and maintenance expenses without approval as set forth herein shall constitute a material departure from the Service Plan. The revenue from a Recurring Fee shall not be used to pay for Debt.

(b) Public Improvement Fee Limitation. The District shall not collect, receive, spend or pledge to any Debt or use to pay for operations and maintenance services, any fee, assessment, or charge that is collected by a retailer in the District on the sale of goods or services by such retailer and which is measured by the sales price of such goods or services, except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town.

(c) Capital Fee Limitation. Except as may be set forth and permitted in an agreement with the Town, no fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from taxable property owned or occupied by an End User, or upon sale to an End User, that has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any taxable property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any fee imposed upon or collected from taxable property for the purpose of funding operation and maintenance costs of the District.

11. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds or other funds available from or through governmental or non-profit entities for which the Town is eligible to apply, except pursuant to an intergovernmental agreement with the Town. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the District without any limitation.

12. Bankruptcy Limitation. It is expressly intended that all of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Recurring Fees, that have been established under the authority of the Town to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S.:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent an amendment to the Service Plan; and

(b) Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

The filing of any bankruptcy petition by the District shall constitute, simultaneously with such filing, a material departure of the express terms of this Service Plan, and thus an express violation of the approval of this Service Plan.

13. Water Rights/Resources Limitation. The District shall not acquire, own, manage, adjudicate or develop water rights or resources except pursuant to an intergovernmental agreement with the Town.

14. Eminent Domain Limitation. The District shall not exercise its eminent domain or dominant eminent domain authority against Town-owned or Town-leased property except with prior written consent by the Town Board.

15. Special Improvement District. The District shall not be entitled to create a special improvement district pursuant to Section 32-1-1101.7, C.R.S., unless otherwise provided pursuant to an intergovernmental agreement with the Town.

16. Land Purchase Limitation. Proceeds from the sale of Debt and other revenue of the District may not be used to pay the Developer for the acquisition from the Developer of any real property, easements or other interests required to be dedicated for public use by annexation agreements, Approved Development Plan, the Town Code or other development requirements, unless otherwise provided pursuant to an intergovernmental agreement with the Town.

17. Developer Reimbursement of Public Improvement Related Costs. Prior to the reimbursement to the Developer for costs incurred in the organization of the District, or for funds expended on the District behalf related to the Public Improvements, or for the acquisition of any part of the Public Improvements, the District shall receive: a) the report of an engineer retained by the District, independent of the Developer and licensed in Colorado verifying that, in such engineer's professional opinion, the reimbursement for the costs of the Public Improvements that are the subject of the reimbursement or acquisition, including the construction costs and the soft costs, but excluding the accounting and legal fees, are, in such engineer's opinion, reasonable and are related to the provision of the Public Improvements or to the District's organization; and b) the report of an accountant retained by the District, independent of the Developer and licensed in Colorado verifying that, in such accountant's professional opinion, the reimbursement for the accounting and legal fees that are the subject of the reimbursement or acquisition, are, in such accountants opinion, reasonable and related to the Public Improvements or the District's organization. Upon request, the District shall provide the reports to the Town.

18. Developer Reimbursement of Administration, Operations and Maintenance Related Costs. Prior to the reimbursement to the Developer for costs incurred or for funds expended on behalf of the District related to the administration of the District or the operation and maintenance of the Public Improvements, the District shall receive the report of an accountant retained by the District, who is independent of the Developer and licensed in Colorado, verifying that, in such accountant's professional opinion, the reimbursement of the funds advanced for such administration, operations or maintenance costs, are, in such accountant's opinion, reasonable and related to the administration, operations or maintenance of

the District or the Public Improvements. Upon request, the District shall provide the report to the Town.

19. Board Meetings and Website Limitations. Once an End User owns property in the Service Area, District Board meetings, if held at a physical location, shall be conducted within the boundaries of the Town of Mead. The District's website(s) shall include the name of the Project or a name that allows residents of the development community to readily locate the District online and shall also include an updated street map for those properties within the Service Area that have constructed streets that are open for public use.

20. Financial Review. The Town shall be permitted to conduct periodic reviews of the financial powers of the District in the Service Plan in the manner and form provided in Section 32-1-1101.5, C.R.S. As provided in the statute, the Town may conduct the first financial review in fifth calendar year after the calendar year in which a special district's ballot issue to incur general obligation indebtedness was approved by its electors. After such fifth calendar year and notwithstanding the provisions of the statute, the Town may conduct the financial review at any time, by providing sixty (60) days written notice to the District, except that the Town may not conduct a financial review within sixty (60) months of the completion of its most recent financial review. The Town's procedures for conducting a financial review under this Paragraph, and the remedies available to the Town as a result of such financial review, shall be identical to those provided for in Section 32-1-1101.5(2), C.R.S. The District shall be responsible for payment of the Town consultant and legal and administrative costs associated with such review, and the Town may require a deposit of the estimated costs thereof.

B. Service Plan Amendment Requirement.

This Service Plan has been designed with sufficient flexibility to enable the District to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the District that violate the limitations set forth in this Service Plan shall be deemed to be material modifications to this Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin such actions of the District, including the remedy of enjoining the issuance of additional authorized but unissued debt, until such material modification is remedied.

C. Capital Plan.

The District shall have authority to provide for the planning, design, acquisition, construction, installation and financing of the Public Improvements within and without the boundaries of the District. A Capital Plan, attached hereto as **Exhibit D**, includes: (1) a list of the Public Improvements to be developed by the District, supported by an engineering or architectural survey; (2) a good faith estimate of the cost of the Public Improvements; and (3) a pro forma capital expenditure plan correlating expenditures with development. The Public Improvements described in the Capital Plan may be modified in an Approved Development Plan or an intergovernmental agreement with the Town, and may differ from the Capital Plan without constituting a material modification of this Service Plan. To the extent that the Capital Plan sets forth the timing of the construction of the Public Improvements, such timing may also deviate from the Capital Plan without constituting a material modification of this Service Plan. As

shown in the Capital Plan, the estimated cost of the Public Improvements is approximately Forty-One Million, Twenty-Nine Thousand, Seven Hundred and Fifty-One Dollars (\$41,029,751), including a contingency of not more than ten (10) percent more than the estimated costs of Public Improvements. Costs of required Public Improvements that cannot be financed by the District within the parameters of this Service Plan and the financial capability of the District are expected to be financed by the Developer of the Project.

VI. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation and financing of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District is reasonably able to pay from revenues derived from the Maximum Debt Mill Levy and other legally available revenues. The total Debt that the District shall be permitted to issue shall not exceed the Maximum Debt Authorization, Forty-One Million, Twenty-Nine Thousand, Seven Hundred and Fifty-One Dollars (\$41,029,751), and shall be permitted to be issued on a schedule and in such year or years as the District determines shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. All Debt issued by the District may be payable from any and all legally available revenues of the District, as set forth in this Service Plan, including ad valorem property taxes.

The Financial Plan, prepared by Tierra Financial Advisors, LLC, and attached hereto as **Exhibit E**, sets forth (i) how the Public Improvements are to be financed; (ii) how Debt may be incurred; and (iii) the estimated operating revenue derived from property taxes for the District. The Maximum Debt Authorization is supported by the Financial Plan. The Financial Plan includes projections of revenue to be generated by the imposition of the Town O&M Mill Levy for a minimum of thirty (30) years following the year in which this Service Plan was submitted.

In its discretion, the Town may require additional financial forecasts and feasibility reports to evaluate the Financial Plan for commercial projects, wherein the Town is sharing revenue with, or providing additional economic incentives to, the Developer. Such a requirement shall be set forth in an intergovernmental agreement with the Town.

B. Maximum Voted Interest Rate, Maximum Underwriting Discount, Maximum Interest Rate on Developer Debt.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not to exceed twelve percent (12%). The proposed maximum underwriting discount shall be four percent (4%). Debt, when issued, shall comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities. Failure to observe the requirements established in this paragraph shall constitute a material modification under the Service Plan.

The interest rate on Privately Placed Debt, including Developer Debt, shall not exceed the then-current interest rate as set forth and referenced in the Bond Buyer 20-Bond GO Index (or its successor index), plus three percent (3%).

C. Mill Levies.

1. Maximum Debt Mill Levy. The Maximum Debt Mill Levy shall be forty-five (45) mills subject to Mill Levy Adjustment.

2. Maximum Debt Mill Levy Imposition Term. The Maximum Debt Mill Levy Imposition Term shall be thirty (30) years from the date of initial imposition of a debt mill levy on any property developed for residential use unless a majority of the members of the Board are residents of the District and have voted in favor of a refunding of part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, *et seq.*, C.R.S. The Maximum Debt Mill Levy Imposition Term shall only apply to debt mill levies imposed on residential property.

3. Maximum Operating Mill Levy. The Maximum Operating Mill Levy shall be a mill levy that the District is permitted to impose for payment of the District's administrative, operations and maintenance costs, which shall include, but not be limited to, the funding of operating reserves and sufficient ending fund balances to assure sufficient cash flow to fund expenses as they come due. The Maximum Operating Mill Levy shall be ten (10) mills, but in no case shall exceed the maximum mill levy necessary to pay the expenses enumerated in this Section.

4. Maximum Aggregate Mill Levy. The Maximum Aggregate Mill Levy that the District is permitted to impose shall not exceed fifty-five (55) mills, subject to Mill Levy Adjustment. The Maximum Aggregate Mill Levy does not include the Town O&M Mill Levy.

5. Subdistricts. To the extent that a District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to each District and to each such subdistrict collectively, so that the aggregate mill levy that may be imposed by the District and any subdistrict combined shall not exceed the Maximum Debt Mill Levy.

D. Developer Debt Mill Levy Imposition Term.

Developer Debt shall be subordinate to other Debt of the District and shall be included in the Maximum Debt Authorization. Developer Debt shall expire and be forgiven twenty (20) years after the date of the initial imposition by the District of an ad valorem property tax to pay any Debt, unless otherwise provided pursuant to an intergovernmental agreement with the Town. Refunding Bonds shall not be subject to this Developer Debt Mill Levy Imposition Term so long as such Refunding Bonds are not owned by the Developer or by a party related to the Developer.

E. Disclosure to Purchasers.

The District will use reasonable efforts to assure that all Developers comply with the disclosure requirements of Section 38-35.7-110, C.R.S., and provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, fees, tolls, penalties, and charges. The form of notice shall be substantially in the form attached to the Service Plan as **Exhibit F** ("Disclosure Form"). Within ninety (90) days following the date of the Order and Decree declaring the District organized, the District shall cause the Disclosure Form to be recorded with the Weld County Clerk and Recorder against all property included in the District Boundaries. The District shall provide a copy of the recorded Disclosure Form to the Town Clerk.

F. Publicly-Marketed Debt.

At least ten (10) business days prior to the issuance of Publicly-Marketed Debt, the District shall provide the Town with the marketing documents that have been or shall be published. Within ten (10) days subsequent to the issuance of Publicly-Marketed Debt, the District shall provide the Town with the Bond Counsel Opinion addressed to the District and the Town regarding the issuance of the Debt and copies of the relevant Debt documents.

G. Security for Debt.

The District shall not pledge any revenue or property of the Town as security for the indebtedness set forth in this Service Plan. The Town's approval of this Service Plan shall not be construed as a guarantee by the Town of payment of any of the District's obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the Town in the event of default by the District in the payment of any such obligation.

H. District Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated cost of the District' organization and initial operations, are anticipated to be One Hundred Fifty Thousand Dollars (\$150,000), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The first year's operating budget is estimated to be Fifty Thousand Dollars (\$50,000), which is anticipated to be derived from property taxes and other revenues.

I. Town O&M Mill Levy.

At any time the District imposes a mill levy, the District hereby agrees that it shall impose the Town O&M Mill Levy. The District's obligation to impose and collect the revenues from the Town O&M Mill Levy shall begin when the District first imposes a mill levy and shall not be required to be imposed prior to such date. The District's imposition of a Town O&M Mill Levy shall be memorialized in the Town-District IGA required by Section IX. below. The

revenues received from the Town O&M Mill Levy shall be remitted to the Town annually or in accordance with the specific timeframe referenced in the Town-District IGA. The failure of the District to levy or collect the Town O&M Mill Levy or remit the revenues generated by the Town O&M Mill Levy to the Town within the timeframe required above shall constitute and be deemed a material departure from, and unapproved modification to, this Service Plan. The Town may enforce this provision of the Service Plan pursuant to applicable State statutes and exercise all such other available legal and equitable remedies in the event of such departure and unapproved modification, including those provided in the Town Code. Revenues generated by the Town O&M Mill Levy and the District's obligation to remit said revenues to the Town on an annual basis, as required by this Service Plan and the Town-District IGA, shall not be included within or subject to the Maximum Debt Authorization.

VII. ANNUAL REPORT

A. General.

The District shall be responsible for submitting an annual report to the Town no later than September 1st of each year following the year in which the Order and Decree creating the District was issued (the "report year"). The Town reserves the right, pursuant to Section 32-1-207(3)(c), C.R.S., to request annual reports from the District beyond five years after the District's organization.

B. Reporting of Significant Events.

The annual report required by this Section VII shall include information as to any of the following events that occurred during the report year:

1. Narrative of the District progress in implementing the Service Plan and a summary of the development in the Project.
2. Boundary changes made or proposed.
3. Intergovernmental agreements executed.
4. A summary of any litigation involving the District.
5. Proposed plans for the year immediately following the report year.
6. Construction contracts executed and the name of the contractors as well as the principal of each contractor.
7. Status of the District's Public Improvement construction schedule and the Public Improvement schedule for the following five years.
8. Notice of any uncured defaults.
9. A list of all Public Improvements constructed by the District that have been dedicated to and accepted by the Town.

10. If requested by the Town, copies of minutes of all meetings of the District's boards of directors.

11. The name, business address and telephone number of each member of the Board and its chief administrative officer and general counsel and the date, place and time of the regular meetings of the Board.

12. Certification from the Board that the District are in compliance with all provisions of the Service Plan.

13. Copies of any Agreements with the Developer entered into in the report year.

14. Copies of any Cost Verification Reports provided to the District in the report year.

C. Summary of Financial Information.

The annual report shall include a summary of the following information for the report year:

1. Assessed value of Taxable Property within the District's boundaries.
2. Total acreage of property within the District's boundaries.
3. Most recently filed audited financial statements of the District, to the extent audit financial statements are required by state law or most recently filed audit exemption.
4. Annual budget of the District.
5. Resolutions regarding issuance of Debt or other financial obligations, including relevant financing documents, credit agreements, and official statements.
6. Outstanding Debt (stated separately for each class of Debt).
7. Outstanding Debt service (stated separately for each class of Debt).
8. The District's inability to pay any financial obligations as they come due.
9. The amount and terms of any new Debt issued.
10. Any Developer Debt.

VIII. DISSOLUTION

Upon a determination of the Town Board that the purposes for which the District was created have been accomplished, the District agrees to file a petition in district court for dissolution, pursuant to the applicable State statutes. Dissolution shall not occur until the District

has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

IX. INTERGOVERNMENTAL AGREEMENT

The District and Town shall execute the Town-District IGA in substantially the form attached hereto as **Exhibit C** no later than ninety (90) days following the date of the Order and Decree declaring the District organized. The District shall not incur any indebtedness or impose any taxes or fees until it has approved and executed the Town-District IGA and subject to the limitations set forth in Section V.A.8.

X. NON-COMPLIANCE WITH SERVICE PLAN

In the event it is determined that the District have undertaken any act or omission which violates the Service Plan or constitutes a material departure from the Service Plan, the Town may impose any of the sanctions set forth in the Town Code and pursue any sanctions or remedies available under law, including but not limited to affirmative injunctive relief to require the District to act in accordance with the provisions of this Service Plan.

XI. MISCELLANEOUS

- A. Headings. Paragraph headings and titles contained herein are intended for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provision of this Service Plan.
- B. Town Consent. Unless otherwise provided herein or provided in an intergovernmental agreement with the Town, references in this Service Plan to Town consent or Town approval shall require the consent of Town Board.
- C. Town Expenses. The District shall pay any and all expenses, including but not limited to professional service fees and attorneys’ fees, incurred by the Town in reviewing or enforcing any provision of the Service Plan, the Town-District IGA, or any amendment to the Service Plan or Town-District IGA.

XII. CONCLUSION

It is submitted that this Service Plan for the District, as required by Section 32-1-203(2), C.R.S., establishes that:

- 1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;
- 2. The existing service in the area to be served by the District is inadequate for present and projected needs;
- 3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries;

4. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;

5. Adequate service is not, and will not be, available to the area through the Town or county or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis;

6. The facility and service standards of the District are compatible with the facility and service standards of the Town within which the special district is to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.;

7. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the Town Code;

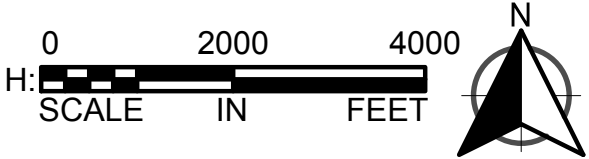
8. The proposal is in compliance with any duly adopted Town, regional or state long-range water quality management plan for the area; and

9. The creation of the District is in the best interests of the area proposed to be served.

EXHIBIT A

SERVICE PLAN FOR GRAND MEADOW METROPOLITAN DISTRICT

Vicinity Map



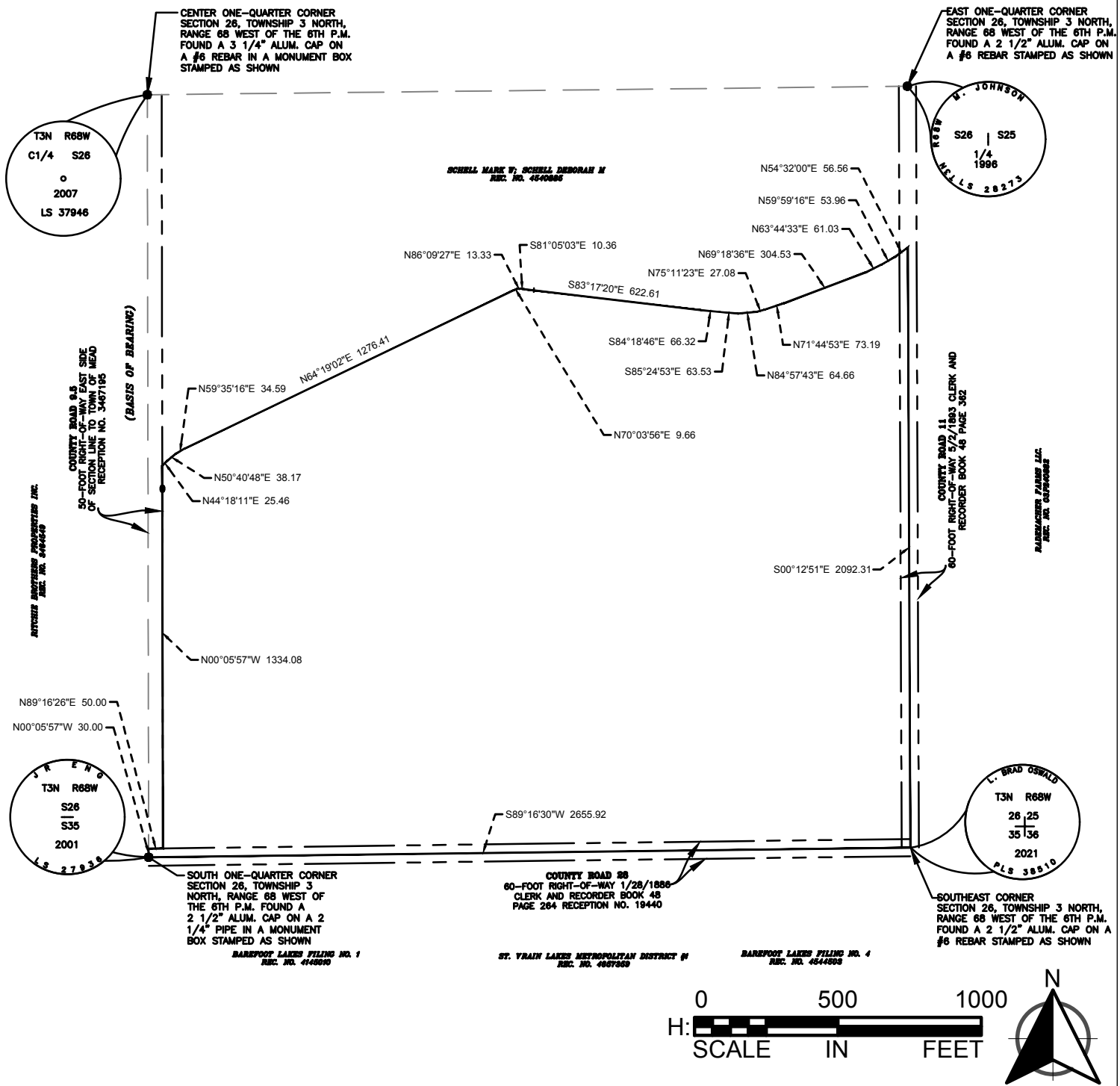
WSB PROJECT NO.:
018631-000
SEPTEMBER 08, 2021

DOUTHIT
VICINITY MAP
MEAD, WELD COUNTY, COLORADO

EXHIBIT B

SERVICE PLAN FOR GRAND MEADOW METROPOLITAN DISTRICT

District Boundary Map and Legal Description



LEGAL DESCRIPTION

BEING A 108.33 ACRE TACT LOCATED IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 68 WEST, OF THE 6TH P.M., WELD COUNTY, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A NO. 6 REBAR WITH A 3.25-INCH ALUMINUM CAP STAMPED "COLO. DEPT. OF TRANSPORTATION, PLS 18482" FOUND FOR THE SOUTHEAST CORNER OF SAID SECTION 26;

THENCE SOUTH 89 DEGREES 16 MINUTES 26 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, 2,655.92 FEET TO A 2.25-INCH PIPE WITH A 2.5-INCH ALUMINUM CAP STAMPED "JR ENG, LS 27936" FOUND FOR THE SOUTH QUARTER CORNER OF SAID SECTION 26;

THENCE NORTH 00 DEGREES 05 MINUTES 54 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, 30.00 FEET;

THENCE NORTH 89 DEGREES 16 MINUTES 26 SECONDS EAST, LEAVING SAID WEST LINE, 50.00 FEET TO THE EAST RIGHT-OF-WAY (R.O.W.) LINE OF COUNTY ROAD 9.5 (50' R.O.W.), RECORDED IN RECEPTION NO. 3467195;

THENCE NORTH 00 DEGREES 05 MINUTES 54 SECONDS WEST, WITH SAID EAST R.O.W. LINE, 1,334.08 FEET TO THE CENTERLINE OF A CONCRETE DITCH;

THENCE LEAVING SAID EAST R.O.W. LINE AND ALONG THE CENTERLINE OF SAID CONCRETE DITCH THE FOLLOWING SEVENTEEN (17) COURSES AND DISTANCES:

1. NORTH 44 DEGREES 18 MINUTES 11 SECONDS EAST, 25.46 FEET,
2. NORTH 50 DEGREES 40 MINUTES 48 SECONDS EAST, 38.17 FEET;
3. NORTH 59 DEGREES 35 MINUTES 16 SECONDS EAST, 34.59 FEET,
4. NORTH 64 DEGREES 19 MINUTES 02 SECONDS EAST, 1,276.41 FEET,
5. NORTH 70 DEGREES 03 MINUTES 56 SECONDS EAST, 9.66 FEET,
6. NORTH 86 DEGREES 09 MINUTES 27 SECONDS EAST, 13.33 FEET,
7. SOUTH 81 DEGREES 05 MINUTES 03 SECONDS EAST, 10.36 FEET,
8. SOUTH 83 DEGREES 17 MINUTES 20 SECONDS EAST, 622.61 FEET,
9. SOUTH 84 DEGREES 18 MINUTES 46 SECONDS EAST, 66.32 FEET,
10. SOUTH 85 DEGREES 24 MINUTES 53 SECONDS EAST, 63.53 FEET,
11. NORTH 84 DEGREES 57 MINUTES 43 SECONDS EAST, 64.66 FEET,
12. NORTH 75 DEGREES 11 MINUTES 23 SECONDS EAST, 27.08 FEET,
13. NORTH 71 DEGREES 44 MINUTES 53 SECONDS EAST, 73.19 FEET,
14. NORTH 69 DEGREES 18 MINUTES 36 SECONDS EAST, 304.53 FEET,
15. NORTH 63 DEGREES 44 MINUTES 33 SECONDS EAST, 61.03 FEET,
16. NORTH 59 DEGREES 59 MINUTES 16 SECONDS EAST, 53.96 FEET, AND
17. NORTH 54 DEGREES 32 MINUTES 00 SECONDS EAST, 56.62 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER.,

THENCE SOUTH 00 DEGREES 12 MINUTES 45 SECONDS EAST, ALONG SAID EAST LINE, 2,092.31 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 108.33 ACRES, MORE OR LESS.

K:\018631-000\Cad\Exhibits\District Exhibits\Exhibit 1.dwg 9/8/2021 3:17:39 PM



EXHIBIT C

SERVICE PLAN FOR GRAND MEADOW METROPOLITAN DISTRICT

Town-District IGA

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWN OF MEAD, COLORADO
AND
GRAND MEADOW METROPOLITAN DISTRICT**

THIS AGREEMENT is made and entered into as of this ____ day of _____, _____, by and between the TOWN OF MEAD, a municipal corporation of the State of Colorado (“Town”), and GRAND MEADOW METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”). The Town and the District are collectively referred to as the “Parties” and each individually as a “Party.”

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Service Plan approved by the Town on _____ (“Service Plan”); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the Town and the District; and

WHEREAS, the Town and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement (“Agreement”).

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Operations and Maintenance Limitation. The District shall only operate and maintain those Public Improvements that are not accepted for ownership, operations and maintenance by the Town or other appropriate entity in a manner consistent with the Approved Development Plan and other rules and regulations of the Town and the Town Code. The District is not authorized to provide any services other than those related to mosquito control, parks and recreation, safety protection, street landscaping, television relay and translation, covenant enforcement and design review, and transportation. District provision of any other services shall be deemed a material modification of the Service Plan under Section 32-1- 207, C.R.S.

2. Trails and Amenities. The District may own, operate and maintain trails and related amenities within the District. All parks and trails shall be open to the general public, including Town residents who do not reside in the District, free of charge. Any fee imposed by the District for access to recreation improvements owned by the District, other than parks and trails, shall not result in Town residents who reside outside the District paying a user fee that is greater than, or otherwise disproportionate to, amounts paid by residents of the District and shall not result in the District residents subsidizing the use by non-District residents. The District shall

be entitled to impose a reasonable administrative fee to cover additional expenses associated with use of District recreational improvements, other than parks and trails, by Town residents who do not reside in the District to ensure that such use is not subsidized by the District residents.

3. Construction Standards Limitation. The District shall ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of other governmental entities having proper jurisdiction. The District shall obtain the Town's approval of civil engineering plans and applicable permits for construction and installation of Public Improvements prior to performing such work.Conveyance. The District agree to convey to the Town, at no expense to the Town and upon written notification from the Town, any real property owned by the District that is necessary, in the Town's sole discretion, for any Town capital improvement projects for transportation, utilities or drainage. The District shall, at no expense to the Town and upon written notification from the Town, transfer to the Town all rights-of-way, fee interests and easements owned by the District that the Town determines are necessary for access to and operation and maintenance of the Public Improvements to be owned, operated and maintained by the Town, consistent with an Approved Development Plan.Privately Placed Debt Limitation. Prior to the issuance of any Privately Placed Debt, including but not limited to any Developer Debt, the District shall obtain the certification of an External Financial Advisor, in form substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

Within ten (10) days subsequent to the issuance of Privately Placed Debt, the District shall provide the Town with copies of the relevant Debt documents, the External Financial Advisor Certification and the Bond Counsel Opinion addressed to the District and the Town regarding the issuance of the Debt.

6. Inclusion Limitation. The District shall not include within its boundaries any property without the prior written consent of the Town. The District shall only include within its boundaries property that has been annexed to the Town, and no portion of the District shall ever consist of property not within the Town's corporate boundaries.

7. Debt Limitation. Unless otherwise approved in an intergovernmental agreement with the Town, on or before the effective date of approval by the Town of an Approved Development Plan, the District shall not: (a) issue any Debt; or (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to

the Debt service fund. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S., and all other requirements of State law.

8. Maximum Debt Authorization. The District shall not issue Debt in excess of (\$41,029,751), which amount is specifically set forth and referenced in the Capital Plan and subject to the requirements and limitations of the Service Plan.

9. Fee Limitations.

(a) Recurring Fee Limitation. The District may impose and collect Recurring Fees for administrative, operations and maintenance expenses and for services, programs or facilities furnished by the District. Any Recurring Fees for administrative, operations and maintenance expenses not specifically set forth in the Financial Plan, including a subsequent increase in such Recurring Fees, shall be subject to review and approval by the Town, either administratively or by formal action of the Town Board, at the discretion of the Town Manager. If the Town does not respond to a request for the imposition of the Recurring Fee or an increase in such Recurring Fee within forty-five (45) days of receipt of a written request from the District, the Town shall be deemed to have approved the ability of the District to impose or increase the Recurring Fee as described in the request. Any Recurring Fees imposed or increased for operation and maintenance expenses without approval as set forth herein shall constitute a material departure from the Service Plan. The revenue from a Recurring Fee shall not be used to pay for Debt.

(b) Public Improvement Fee Limitation. The District shall not collect, receive, spend or pledge to any Debt or use to pay for operations and maintenance services, any fee, assessment, or charge that is collected by a retailer in the District on the sale of goods or services by such retailer and which is measured by the sales price of such goods or services, except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town.

(c) Capital Fee Limitation. Except as may be set forth and permitted in an agreement with the Town, no fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from taxable property owned or occupied by an End User that has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any taxable property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from taxable property for the purpose of funding operation and maintenance costs of the District.

10. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds or other funds available from or through governmental or non-profit entities for which the Town is eligible to apply, except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the District without any limitation.

11. Bankruptcy Limitation. It is expressly intended that all of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Recurring Fees, that have been established under the authority of the Town to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S.:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent an amendment to the Service Plan; and

(b) Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

The filing of any bankruptcy petition by the District shall constitute, simultaneously with such filing, a material departure of the express terms of this Service Plan, and thus an express violation of the approval of this Service Plan.

12. Water Rights/Resources Limitation. The District shall not acquire, own, manage, adjudicate or develop water rights or resources, except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town.

13. Eminent Domain Limitation. The District shall not exercise its eminent domain or dominant eminent domain authority against Town-owned or Town-leased property except with prior written consent by the Town Board.

14. Recreational Use Agreement. The Parties agree to cooperate with each other regarding the possible shared use of certain recreational improvements and/or facilities (each a “Facility” and together the “Facilities”), as such Facilities are determined in the future, and that may be constructed, operated, and maintained by the District. The terms and conditions associated with the shared use of a specific District-owned Facility shall be set forth in a written agreement executed by the Parties

15. Special Improvement District. The District shall not be entitled to create a special improvement district pursuant to Section 32-1-1101.7, C.R.S., except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town.

16. Land Purchase Limitation. Proceeds from the sale of Debt and other revenue of the District shall not be used to pay the Developer for the acquisition from the Developer of any real property, easements or other interests required to be dedicated for public use by annexation agreements, Approved Development Plans, the Town Code or other development requirements, except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town.

17. Developer Reimbursement of Public Improvement Related Costs. Prior to the reimbursement to the Developer for costs incurred in the organization of the District, or for funds expended on the District behalf related to the Public Improvements, or for the acquisition of any part of the Public Improvements, the District shall receive: a) the report of an engineer

retained by the District, independent of the Developer and licensed in Colorado verifying that, in such engineer's professional opinion, the reimbursement for the costs of the Public Improvements that are the subject of the reimbursement or acquisition, including the construction costs and the soft costs, but excluding the accounting and legal fees, are, in such engineer's opinion, reasonable and are related to the provision of the Public Improvements or to the District's organization; and b) the report of an accountant retained by the District, independent of the Developer and licensed in Colorado verifying that, in such accountant's professional opinion, the reimbursement for the accounting and legal fees that are the subject of the reimbursement or acquisition, are, in such accountants opinion, reasonable and related to the Public Improvements or the District's organization. Upon request, the District shall provide the reports to the Town.

18. Developer Reimbursement of Administration, Operations and Maintenance Related Costs. Prior to the reimbursement to the Developer for costs incurred or for funds expended on behalf of the District related to the administration of the District or the operation and maintenance of the Public Improvements, the District shall receive the report of an accountant retained by the District, who is independent of the Developer and licensed in Colorado, verifying that, in such accountant's professional opinion, the reimbursement of the funds advanced for such administration, operations or maintenance costs, are, in such accountants opinion, reasonable and related to the administration, operations or maintenance of the District or the Public Improvements. Upon request, the District shall provide the report to the Town.

19. Board Meetings and Website Limitations. Once an End User owns property in the Service Area, District Board meetings, when conducted in-person, shall be conducted within the boundaries of the Town of Mead. The District's website(s) shall include the name of the Project or a name that allows residents of the development community to readily locate the District online and shall also include an updated street map for those properties within the Service Area that have constructed streets that are open for public use.

20. Financial Review. The Town shall be permitted to conduct periodic reviews of the financial powers of the District in the Service Plan in the manner and form provided in Section 32-1-1101.5, C.R.S. As provided in the statute, the Town may conduct the first financial review in fifth calendar year after the calendar year in which a special district's ballot issue to incur general obligation indebtedness was approved by its electors. After such fifth calendar year and notwithstanding the provisions of the statute, the Town may conduct the financial review at any time, by providing sixty (60) days written notice to the District, except that the Town may not conduct a financial review within sixty (60) months of the completion of its most recent financial review. The Town's procedures for conducting a financial review under this Paragraph, and the remedies available to the Town as a result of such financial review, shall be identical to those provided for in Section 32-1-1101.5(2), C.R.S. The District shall be responsible for payment of the Town consultant and legal and administrative costs associated with such review, and the Town may require a deposit of the estimated costs thereof.

21. Maximum Debt Mill Levy. The Maximum Debt Mill Levy shall be forty-five (45) mills, subject to Mill Levy Adjustment.

22. Maximum Debt Mill Levy Imposition Term. The Maximum Debt Mill Levy Imposition Term shall be thirty (30) years from the date of initial imposition of a debt mill levy on any property developed for residential use unless a majority of the members of the Board are residents of the District and have voted in favor of a refunding of part or all of the debt and such refunding will comply with applicable limitations and requirements as set forth in Section 11-56-101, *et seq.*, C.R.S. The Maximum Debt Mill Levy Imposition Term shall only apply to debt mill levies imposed on residential property.

23. Maximum Operating Mill Levy. The Maximum Operating Mill Levy shall be a mill levy that the District is permitted to impose for payment of the District's administrative, operations and maintenance costs, which shall include, but not be limited to, the funding of operating reserves and sufficient ending fund balances to assure sufficient cash flow to fund expenses as they come due. The Maximum Operating Mill Levy shall be ten (10) mills, but in no case shall exceed the maximum mill levy necessary to pay the expenses enumerated in this Section.

24. Maximum Aggregate Mill Levy. The Maximum Aggregate Mill Levy that the District is permitted to impose shall not exceed fifty-five (55) mills, subject to Mill Levy Adjustment. The Maximum Aggregate Mill Levy does not include the Town O&M Mill Levy.

25. Developer Debt Mill Levy Imposition Term. Developer Debt shall be subordinate to other Debt of the District and shall be included in the Maximum Debt Authorization. Developer Debt shall expire and be forgiven twenty (20) years after the date of the initial imposition by the District of an ad valorem property tax to pay any Debt, unless otherwise provided pursuant to an intergovernmental agreement with the Town. Refunding Bonds shall not be subject to this Developer Debt Mill Levy Imposition Term so long as such Refunding Bonds are not owned by the Developer or by a party related to the Developer.

26. Town O&M Mill Levy. At any time that the District imposes a mill levy, the District agrees that it shall impose the Town O&M Mill Levy as required by the Service Plan and this Agreement. The District's obligation to impose and collect the revenues from the Town O&M Mill Levy shall begin when the District first imposes a mill levy and shall not be required to be imposed prior to such date. The revenues received from the Town O&M Mill Levy shall be remitted to the Town within thirty (30) days of receipt by the District. The failure of the District to levy, collect, and remit Town O&M Mill Levy shall be deemed: (a) a material departure from, and unapproved modification to, the Service Plan; and (b) a breach of this Agreement. Revenues generated by the Town O&M Mill Levy and the District's obligation to remit said revenues to the Town on an annual basis, as required by the Service Plan and this Agreement, shall not be included within or subject to the Maximum Debt Authorization.

27. Security for Debt. The District shall not pledge any revenue or property of the Town as security for the indebtedness set forth in this Service Plan. The Town's approval of this Service Plan shall not be construed as a guarantee by the Town of payment of any of the District's obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the Town in the event of default by the District in the payment of any such obligation.

28. Dissolution. Upon a determination of the Town Board that the purposes for which the District was created have been accomplished, the District agrees to file a petition in district court for dissolution, pursuant to the applicable State statutes. Dissolution shall not occur until the District have provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

29. Disclosure to Purchasers. The District will use reasonable efforts to assure that all Developers provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, fees, tolls, penalties, and charges. The form of notice shall be substantially in the form attached to the Service Plan as **Exhibit F** ("Disclosure Form"). Within ninety (90) days following the date of the Order and Decree declaring the District organized, the District shall cause the Disclosure Form to be recorded with the Weld County Clerk and Recorder against all property included in the District Boundaries. The District shall provide a copy of the recorded Disclosure Form to the Town Clerk.

30. Publicly-Marketed Debt. At least ten (10) business days prior to the issuance of Publicly-Marketed Debt, the District shall provide the Town with the marketing documents that have been or shall be published. Within ten (10) days subsequent to the issuance of Publicly-Marketed Debt, the District shall provide the Town with the Bond Counsel Opinion addressed to the District and the Town regarding the issuance of the Debt and copies of the relevant Debt documents.

31. Service Plan Amendment Requirement. Actions of the District that violate the Service Plan or this Agreement, including as provided in the Town Code, shall be deemed to be material modifications to the Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin such actions of the District, enjoin the issuance of additional authorized but unissued debt, and to seek other remedies provided in law or in equity.

32. Annual Report. The District shall be responsible for submitting an annual report to the Town by no later than September 1st of each year following the year in which the Order and Decree creating the District was issued, containing the information set forth in Section VII. of the Service Plan.

33. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:	Grand Meadow Metropolitan District c/o Cockrel Ela Glesne Greher & Ruhland, PC Attn: Matthew Ruhland 390 Union Blvd., Suite 400
------------------	--

Denver, CO 80228
 Phone: 303-986-1551
mrhland@cccfirm.com

To the Town: Town of Mead
 6530 S. Yosemite St., Suite 200
 Greenwood Village, CO 80111
 Attn: Marcus McAskin, Town Attorney
 Phone: (303) 459-2725
marcus@mcm-legal.com

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

34. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

35. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

36. Default/Remedies. Upon the occurrence of any event of breach or default by either Party, the non-defaulting party shall provide written notice to the other Party. The defaulting Party shall immediately proceed to cure or remedy such breach or default, and in any event, such breach or default shall be cured within fifteen (15) days after receipt of the notice. Following the cure period in the event of a breach or default of this Agreement by either Party, the non-defaulting Party shall be entitled to exercise all remedies available by law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees, to the extent permitted by law.

37. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado and venue shall be in Weld County.

38. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

39. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

40. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the Town any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the Town shall be for the sole and exclusive benefit of the District and the Town.

41. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

42. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

43. No Liability of Town. The Town has no obligation whatsoever to construct any improvements that the District are required to construct, or pay any debt or liability of the District, including any Bonds.

44. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

45. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

GRAND MEADOW METROPOLITAN
DISTRICT

By: _____
President

Attest:

Secretary

TOWN OF MEAD, COLORADO

Mayor

Attest:

APPROVED AS TO FORM:

Town Clerk

Town Attorney

EXHIBIT D

SERVICE PLAN FOR GRAND MEADOW METROPOLITAN DISTRICT

Capital Plan

Preliminary Cost Estimate	366 Lots			
	Grand Meadow			
	Qty	Unit	Unit Price	Budget Total
Grading				
Mobilization	1	ea	\$40000.	\$ 40,000
Topsoil	70,000	cy	\$6.05	\$ 423,500
Cut	122,203	cy	\$3.46	\$ 422,894
Fill	122,203	cy	\$3.46	\$ 422,896
Import	66,458	cy	\$24.2	\$ 1,608,291
Finished Grade	90	ac	\$459.8	\$ 41,382
				\$ 2,958,963
Sanitary Sewer				
Mobilization (San, Wat, & Stm)	1	ea	\$36300.	\$ 36,300
Connect to Exist	2	ea	\$2123.55	\$ 4,247
8" PVC SDR35	14,600	lf	\$65.34	\$ 953,964
10" PVC SDR35	900	lf	\$82.28	\$ 74,052
4' Dia Manholes	65	ea	\$4053.5	\$ 263,478
4" Sewer Services to ROW	366	ea	\$1095.05	\$ 400,788
Sanitary Meter	2	ea	\$24200.	\$ 48,400
Asphalt Removal and Patchback	50	sy	\$102.85	\$ 5,143
Flowfill	50	cy	\$217.8	\$ 10,890
Traffic Control	5	dy	\$1452.	\$ 7,260
				\$ 1,804,521
Water				
Connect to Exist WL 8"	2	ea	\$1875.5	\$ 3,751
8" C900 PVC Water Main	14,600	lf	\$56.87	\$ 830,302
8" Depression	5	ea	\$5481.3	\$ 27,407
8" Gate Valve	72	ea	\$2637.8	\$ 189,922
8"x8" Tee	18	ea	\$1294.7	\$ 23,305
Temp BO w/8" Cap	2	ea	\$3751.	\$ 7,502
8" Bend	75	ea	\$1010.35	\$ 75,776
16" C900 PVC Water Main	2,000	lf	\$113.74	\$ 227,480
16" Fittings	6	ea	\$2020.7	\$ 12,124
16" Gate Valve	4	ea	\$5275.6	\$ 21,102
Fire Hydrant Assembly	45	ea	\$8784.6	\$ 395,307
3/4" Water Service w/Curb Stop & Box to ROW	366	ea	\$1715.78	\$ 627,975
12" PRV	1	ea	\$181500.	\$ 181,500
Irrigation Water Service 1 1/2"	1	ea	\$9680.	\$ 9,680
Asphalt Removal and Patchback	50	sy	\$102.85	\$ 5,143
Flowfill	50	cy	\$217.8	\$ 10,890
Raw Ditch Water Irrigation Pump Station	1	ls	\$2400000.	\$ 2,400,000
Raw Ditch Water Irrigation Storage Pond	0.5	af	\$60500.	\$ 30,250
Raw Dith Water 6" C900 Transmission Line	2,500	lf	\$94.38	\$ 235,950
Traffic Control	5	dy	\$1452.	\$ 7,260
				\$ 5,322,626
Storm Sewer				
Connect to Exist	4	ea	\$726.	\$ 2,904
12" PVC Underdrain	4,800	lf	\$66.55	\$ 319,440
18" RCP	2,900	lf	\$79.86	\$ 231,594
24" RCP	400	lf	\$107.69	\$ 43,076
30" RCP	700	lf	\$139.15	\$ 97,405
36" RCP	700	lf	\$177.87	\$ 124,509
42" RCP	700	lf	\$225.06	\$ 157,542
48" RCP	800	lf	\$254.1	\$ 203,280
54" RCP	500	lf	\$286.77	\$ 143,385
60" RCP	600	lf	\$318.23	\$ 190,938
66" RCP	600	lf	\$349.69	\$ 209,814
72" RCP	500	lf	\$381.15	\$ 190,575
24" FES	1	lf	\$2129.6	\$ 2,130
48" FES	1	lf	\$4259.2	\$ 4,259
72" FES	1	lf	\$6388.8	\$ 6,389
4' Manhole	15	ea	\$4598.	\$ 68,970
5' Manhole	10	ea	\$6328.3	\$ 63,283
6' Manhole	10	ea	\$8954.	\$ 89,540
Single Type R Inlet	-	ea	\$9341.2	\$ -
Double Type R Inlet	5	ea	\$12608.2	\$ 63,041
Triple Type R Inlet	10	ea	\$18089.5	\$ 180,895
Single Type 13 Inlet	5	ea	\$8470.	\$ 42,350
Double Type 13 Inlet	10	ea	\$10890.	\$ 108,900
Triple Type 13 Inlet	20	ea	\$18150.	\$ 363,000
Type C Inlet	2	ea	\$6340.4	\$ 12,681
Type D Inlet	2	ea	\$10890.	\$ 21,780
9' X 4' RCBC	1,360	lf	\$1452.	\$ 1,974,720
12' X 4' RCBC	1,550	lf	\$2178.	\$ 3,375,900
Energy Dissipation	3	ea	\$18150.	\$ 54,450
Forebay	3	ea	\$12100.	\$ 36,300
Outlet Structure	1	ea	\$30250.	\$ 30,250
Minor Drainageway Rip Rap	1,000	lf	\$42.35	\$ 42,350
Trickle Trannel	850	lf	\$42.35	\$ 35,998
Asphalt Removal and Patchback	50	sy	\$102.85	\$ 5,143
Flowfill	50	cy	\$217.8	\$ 10,890
Traffic Control	3	dy	\$1452.	\$ 4,356
				\$ 8,512,035
Concrete				
Mobilization	3	ea	\$3025.	\$ 9,075
Subgrade Prep	37,000	lf	\$2.36	\$ 87,302
6" Vertical Curb with 2' Gutter (Including WCR 28 Medians)	15,500	lf	\$29.65	\$ 459,498
6" Mountable Curb with 2' Gutter	21,500	lf	\$29.65	\$ 637,368
Concrete Private Drive (Alley Section)	77,400	sf	\$11.43	\$ 885,030
6' Detached Walk	25,000	lf	\$40.15	\$ 1,003,695
8' Detached Walk	6,000	lf	\$52.27	\$ 313,632
Handicap Ramps	40	ea	\$4247.1	\$ 169,884

Preliminary Cost Estimate	366 Lots			
	Grand Meadow			
	Qty	Unit	Unit Price	Budget Total
8' Crosspans	5,000	sf	\$11.43	\$ 57,173
				\$ 3,622,655
<u>Paving</u>				
Mobilization	6	ea	\$2613.6	\$ 15,682
Asphalt Removal and Patchback	900	sy	\$102.85	\$ 92,565
Adjust Valves	117	ea	\$750.2	\$ 87,773
Adjust Manholes	100	ea	\$490.05	\$ 49,005
Subgrade Prep Under Base Course/Balance Street Sections	81,200	sy	\$3.63	\$ 294,756
ABC (6" Depth)	81,200	sy	\$12.1	\$ 982,520
HMA (5" Depth)	62,500	sy	\$29.04	\$ 1,815,000
				\$ 3,337,301
				\$ 25,558,101
<u>Erosion Control</u>				
Mobilization	1	ea	\$2613.6	\$ 2,614
Concrete Washout Area	2	ea	\$1306.8	\$ 2,614
Diversion Ditch	4,000	lf	\$2.66	\$ 10,648
Erosion Control Blanket - Straw Bio w/ seed	25,000	sy	\$2.4	\$ 59,895
Inlet Protection	40	ea	\$211.75	\$ 8,470
Reinforced Rock Berm		lf	\$15.49	\$ -
Rock Socks/Rock and Wire @ 4' long ea		ea	\$78.65	\$ -
Straw Wattle 9" x 25'	25,000	lf	\$3.03	\$ 75,625
Seeding and Mulching	90	ac	\$1603.25	\$ 144,293
Silt Fence	44,000	lf	\$1.94	\$ 85,184
Stabilized Staging Area	2	ea	\$3267.	\$ 6,534
Surface Roughening	90	ac	\$302.5	\$ 27,225
Sediment Basin	4	ea	\$42350.	\$ 169,400
Vehicle Tracking Control	4	ea	\$3267.	\$ 13,068
Stormwater Management/Maintenance	1	ls	\$36300.	\$ 36,300
				\$ 641,869
<u>Landscaping</u>				
Mobilization (5% Maximum)	1	ls	\$139150.	\$ 139,150
Multi Purpose Sport Court	1	ea	\$48400.	\$ 48,400
Medium Picnic Shelter on Pad	2	ea	\$66550.	\$ 133,100
Soccer Field	1	ls	\$18150.	\$ 18,150
8' Mown/Gravel Trail	5,190	lf	\$14.52	\$ 75,359
5' Concrete Sidewalk	2,355	lf	\$12.1	\$ 28,496
8' Wide Bituminous Trail Pavement	2,915	lf	\$42.35	\$ 123,450
2 Medium Playgrounds (3,000 sf)	1	ls	\$211750.	\$ 211,750
Large Playground (6,000 sf)	1	ls	\$211750.	\$ 211,750
Entry Monument	1	ls	\$60500.	\$ 60,500
Benches & Picnic Tables on Pads	21	ea	\$4235.	\$ 88,935
Receptacles on Pad	11	ea	\$2420.	\$ 26,620
Bike Rack on Pad	5	ea	\$1815.	\$ 9,075
Electrical Service (budget amount)	1	ls	\$60500.	\$ 60,500
Water Service (budget amount)	1	ls	\$18150.	\$ 18,150
Turf + Irrigation	12	ac	\$14520.	\$ 166,980
Native Seed Plantings	27	ac	\$9075.	\$ 240,488
Landscaping	1	ls	\$665500.	\$ 665,500
				\$ 2,326,352
				\$ 28,526,322
<u>Dry Utilities</u>				
WCR 9.5 Kerr McGee Gatherings Line Relocation	1	ls	\$952875.	\$ 952,875
WCR 28 Black Hills Energy Line Relocation	1	ls	\$1615350.	\$ 1,615,350
Magellan Pipeline Roadway Crossing Reinforcement	1	ls	\$589875.	\$ 589,875
Street Lights	60	ea	\$4235.	\$ 254,100
Utility Sleeve Crossing Bundles	5,000	lf	\$33.88	\$ 169,400
Coordination	366	lots	\$84.7	\$ 31,000
				\$ 3,612,600
<u>Specialty Items/ Miscellaneous</u>				
Street Signs	100	ea	\$726.	\$ 72,600
Pavement Striping	1	ls	\$12100.	\$ 12,100
Mail Box	5	ea	\$8470.	\$ 42,350
Irrigation Metered Use	12	mo	\$847.	\$ 10,164
Monthly Electrical/Irrigation Usage	12	mo	\$605.	\$ 7,260
Monthly Electrical/Street Lights along	12	mo	\$605.	\$ 7,260
				\$ 151,734
<u>Warranty Work</u>				
Asphalt Paving	366	lots	\$90.75	\$ 33,215
Curb and Gutter	366	lots	\$90.75	\$ 33,215
Water	366	lots	\$90.75	\$ 33,215
Sanitary Sewer	366	lots	\$60.5	\$ 22,143
Storm Sewer	366	lots	\$60.5	\$ 22,143
				\$ 143,930
			Hard Cost Total	\$ 32,434,586
<u>Construction Soft Costs</u>				
Construction Management/Surveying/Permitting/Testing	15%	of	\$ 32,434,586	\$ 4,865,188
				\$ 4,865,188
			Soft Cost Total	\$ 4,865,188
	Sub-Total			\$ 37,299,774
<u>Construction Cotingency</u>	10%			\$ 3,729,977
			Total	\$ 41,029,751

EXHIBIT E

SERVICE PLAN FOR GRAND MEADOW METROPOLITAN DISTRICT

Financial Plan

Grand Meadow Metropolitan District

City of Mead / Weld County

Development Projections at \$45.000 Mills for Debt Service

---Series 2023 Financing---

Sources and Uses

	Senior Lien Bonds - Series 2023A(3)	Subordinate Lien Bonds - Series 2023B	Total
Par Amount of Bonds:	\$13,895,000	\$1,215,000	\$15,110,000
Plus: Premium / (Discount)	-	-	-
TOTAL SOURCES OF FUNDS:	\$13,895,000	\$1,215,000	\$15,110,000

Uses of Funds

	Senior Lien Bonds - Series 2023A(3)	Subordinate Lien Bonds - Series 2023B	Total
Estimated Reimbursement Amount	\$10,585,125	\$1,178,550	\$11,763,675
Debt Service Reserve Fund	1,273,000	-	1,273,000
Capitalized Interest	1,389,500	-	1,389,500
Underwriters' Discount	347,375	36,450	383,825
Costs of Issuance	300,000	-	300,000
TOTAL USES OF FUNDS:	\$13,895,000	\$1,215,000	\$15,110,000

Key Assumptions:

Delivery Date	12/1/2023	12/1/2023	12/1/2023
First Interest Date	6/1/2024	6/15/2024	6/1/2024
First Maturity Date	12/1/2025	12/15/2048	12/1/2025
Final Maturity Date	12/1/2053	12/15/2053	12/1/2053
Capitalized Interest Period (24mos)	12/1/2025		12/1/2025
Debt Service Coverage	1.20x	1.00x	
Biennial Reassessment			6.00%
Repayment Ratio (Expected)			2.76x
Senior Lien Bonds Surplus Fund Target	\$707,125		

Bond Statistics:

8038 Average Life	23.976yrs	27.940yrs
Arbitrage TIC	5.000%	7.000%
All-in TIC	5.354%	7.252%
Maximum Annual Debt Service	\$1,415,000	\$283,550
Total Debt Service	\$27,889,500	\$4,633,590

Taxing Authority and Fee Assumptions:

Residential Assessment Ratio

Service Plan Gallagherization Base Rate	7.15%
Financing Plan Assumption	7.15%

Debt Service Mills

Service Plan Mill Levy Cap	45.000
Maximum Adjusted Mill Cap	45.000
Targeted Mill Levy	45.000

Other Revenue and Fee Assumptions

Specific Ownership Taxes	7.00%
County Treasurer Fee	1.50%
Annual Trustee Fee	\$4,000

Grand Meadow Metropolitan District

City of Mead / Weld County

Development Projections at \$45.000 Mills for Debt Service

Series 2023A(3) - \$13.90MM (1.20x) and Series 2023B - \$1.22MM (1.00x)

LOT DELIVERY

Units

Total Units	282	118	400
Vacant Land Value Per Lot	\$88,485	\$71,235	
Product	SFD	SFA	Totals
2020			-
2021			-
2022			-
2023	150		150
2024	132	118	250
2025			-
2026			-
2027			-
2028			-
2029			-
2030			-
2031			-
2032			-
2033			-
2034			-
2035			-
2036			-
2037			-
2038			-
2039			-
Total Units	282	118	400

LOT DELIVERY

Value

Total Units	282	118	400
Vacant Land Value Per Lot	\$88,485	\$71,235	
Product	SFD	SFA	Totals
2020	-	-	-
2021	-	-	-
2022	-	-	-
2023	\$13,272,750	-	\$13,272,750
2024	\$11,680,020	\$8,405,730	\$20,085,750
2025	-	-	-
2026	-	-	-
2027	-	-	-
2028	-	-	-
2029	-	-	-
2030	-	-	-
2031	-	-	-
2032	-	-	-
2033	-	-	-
2034	-	-	-
2035	-	-	-
2036	-	-	-
2037	-	-	-
2038	-	-	-
2039	-	-	-
Total Lot Value	\$24,952,770	\$8,405,730	\$33,358,500

Grand Meadow Metropolitan District

City of Mead / Weld County

Development Projections at \$45.000 Mills for Debt Service

Series 2023A(3) - \$13.90MM (1.20x) and Series 2023B - \$1.22MM (1.00x)

DEVELOPMENT PROJECTIONS

Home Closings

Yearly Absorption Rate			
Base Price	\$589,900	\$474,900	
Product	SFD	SFA	Totals
2020			-
2021			-
2022			-
2023	25		25
2024	125		125
2025	66	59	125
2026	66	59	125
2027	-	-	-
2028	-	-	-
2029	-	-	-
2030	-	-	-
2031	-	-	-
2032	-	-	-
2033	-	-	-
2034	-	-	-
2035	-	-	-
2036	-	-	-
2037	-	-	-
2038	-	-	-
2039	-	-	-
Total Residential	282	118	400

DEVELOPMENT PROJECTIONS

Residential Assesed Valuation Creation

Price Appreciation	2.00%	2.00%	
Base Price	\$589,900	\$474,900	
Product	SFD	SFA	Totals
2020	-	-	-
2021	-	-	-
2022	-	-	-
2023	\$15,343,299	-	\$15,343,299
2024	\$78,250,825	-	\$78,250,825
2025	\$42,142,764	\$30,328,775	\$72,471,539
2026	\$42,985,620	\$30,935,350	\$73,920,970
2027	-	-	-
2028	-	-	-
2029	-	-	-
2030	-	-	-
2031	-	-	-
2032	-	-	-
2033	-	-	-
2034	-	-	-
2035	-	-	-
2036	-	-	-
2037	-	-	-
2038	-	-	-
2039	-	-	-
Total AV	178,722,508	61,264,125	239,986,633

Grand Meadow Metropolitan District

City of Mead / Weld County

Development Projections at \$45.000 Mills for Debt Service

Series 2023A(3) - \$13.90MM (1.20x) and Series 2023B - \$1.22MM (1.00x)

Assessed Valuation

Year	Vacant Land		Residential					Total Residential Assessed Value
	Platted Lots	Developed Lots						
	Lot Delivery Schedule	Market Value of Lots	AV @ 29.00% of Market	Total Residential Units	Home Market Value Biennial Reassessment @ 6.00%	Home Market Value	AV @ 7.15% of Market (2yr Lag)	
2022	-	-	-	-	-	-	-	-
2023	150	13,272,750	-	25	-	15,343,299	-	-
2024	250	20,085,750	-	125	920,598	94,514,722	-	-
2025	-	-	3,849,098	125	-	166,986,261	1,097,046	4,946,143
2026	-	-	5,824,868	125	10,019,176	250,926,407	6,757,803	12,582,670
2027	-	-	-	-	-	250,926,407	11,939,518	11,939,518
2028	-	-	-	-	15,055,584	265,981,991	17,941,238	17,941,238
2029	-	-	-	-	-	265,981,991	17,941,238	17,941,238
2030	-	-	-	-	15,958,919	281,940,911	19,017,712	19,017,712
2031	-	-	-	-	-	281,940,911	19,017,712	19,017,712
2032	-	-	-	-	16,916,455	298,857,365	20,158,775	20,158,775
2033	-	-	-	-	-	298,857,365	20,158,775	20,158,775
2034	-	-	-	-	17,931,442	316,788,807	21,368,302	21,368,302
2035	-	-	-	-	-	316,788,807	21,368,302	21,368,302
2036	-	-	-	-	19,007,328	335,796,136	22,650,400	22,650,400
2037	-	-	-	-	-	335,796,136	22,650,400	22,650,400
2038	-	-	-	-	20,147,768	355,943,904	24,009,424	24,009,424
2039	-	-	-	-	-	355,943,904	24,009,424	24,009,424
2040	-	-	-	-	21,356,634	377,300,538	25,449,989	25,449,989
2041	-	-	-	-	-	377,300,538	25,449,989	25,449,989
2042	-	-	-	-	22,638,032	399,938,570	26,976,988	26,976,988
2043	-	-	-	-	-	399,938,570	26,976,988	26,976,988
2044	-	-	-	-	23,996,314	423,934,884	28,595,608	28,595,608
2045	-	-	-	-	-	423,934,884	28,595,608	28,595,608
2046	-	-	-	-	25,436,093	449,370,977	30,311,344	30,311,344
2047	-	-	-	-	-	449,370,977	30,311,344	30,311,344
2048	-	-	-	-	26,962,259	476,333,236	32,130,025	32,130,025
2049	-	-	-	-	-	476,333,236	32,130,025	32,130,025
2050	-	-	-	-	28,579,994	504,913,230	34,057,826	34,057,826
2051	-	-	-	-	-	504,913,230	34,057,826	34,057,826
2052	-	-	-	-	30,294,794	535,208,024	36,101,296	36,101,296
2053	-	-	-	-	-	535,208,024	36,101,296	36,101,296
2054	-	-	-	-	32,112,481	567,320,505	38,267,374	38,267,374
2055	-	-	-	-	-	567,320,505	38,267,374	38,267,374
Total	400			400	327,333,872			

Grand Meadow Metropolitan District

City of Mead / Weld County

Development Projections at \$45.000 Mills for Debt Service

Series 2023A(3) - \$13.90MM (1.20x) and Series 2023B - \$1.22MM (1.00x)

Revenue Calculation

District Mill Levy - Residential

Year	District Debt Service Mill Levy [45.000 Target] / [45.000 Cap]				Total Available Revenue	Expenses	
	Total AV	District Debt Service Mill Levy [45.000 Target] / [45.000 Cap]	District Debt Service Mill Levy Collections @ 99.50%	District S.O. Taxes Collected @ 7.00%		County Treasurer Fee 1.50%	Annual Trustee Fee \$4,000
2022	-	45.000	-	-	-		
2023	-	45.000	-	-	-		
2024	-	45.000	-	-	-		
2025	4,946,143	45.000	221,464	15,502	236,966	(3,554)	(4,000)
2026	12,582,670	45.000	563,389	39,437	602,826	(9,042)	(4,000)
2027	11,939,518	45.000	534,592	37,421	572,013	(8,580)	(4,000)
2028	17,941,238	45.000	803,319	56,232	859,551	(12,893)	(4,000)
2029	17,941,238	45.000	803,319	56,232	859,551	(12,893)	(4,000)
2030	19,017,712	45.000	851,518	59,606	911,124	(13,667)	(4,000)
2031	19,017,712	45.000	851,518	59,606	911,124	(13,667)	(4,000)
2032	20,158,775	45.000	902,609	63,183	965,792	(14,487)	(4,000)
2033	20,158,775	45.000	902,609	63,183	965,792	(14,487)	(4,000)
2034	21,368,302	45.000	956,766	66,974	1,023,739	(15,356)	(4,000)
2035	21,368,302	45.000	956,766	66,974	1,023,739	(15,356)	(4,000)
2036	22,650,400	45.000	1,014,172	70,992	1,085,164	(16,277)	(4,000)
2037	22,650,400	45.000	1,014,172	70,992	1,085,164	(16,277)	(4,000)
2038	24,009,424	45.000	1,075,022	75,252	1,150,273	(17,254)	(4,000)
2039	24,009,424	45.000	1,075,022	75,252	1,150,273	(17,254)	(4,000)
2040	25,449,989	45.000	1,139,523	79,767	1,219,290	(18,289)	(4,000)
2041	25,449,989	45.000	1,139,523	79,767	1,219,290	(18,289)	(4,000)
2042	26,976,988	45.000	1,207,895	84,553	1,292,447	(19,387)	(4,000)
2043	26,976,988	45.000	1,207,895	84,553	1,292,447	(19,387)	(4,000)
2044	28,595,608	45.000	1,280,368	89,626	1,369,994	(20,550)	(4,000)
2045	28,595,608	45.000	1,280,368	89,626	1,369,994	(20,550)	(4,000)
2046	30,311,344	45.000	1,357,190	95,003	1,452,194	(21,783)	(4,000)
2047	30,311,344	45.000	1,357,190	95,003	1,452,194	(21,783)	(4,000)
2048	32,130,025	45.000	1,438,622	100,704	1,539,325	(23,090)	(4,000)
2049	32,130,025	45.000	1,438,622	100,704	1,539,325	(23,090)	(4,000)
2050	34,057,826	45.000	1,524,939	106,746	1,631,685	(24,475)	(4,000)
2051	34,057,826	45.000	1,524,939	106,746	1,631,685	(24,475)	(4,000)
2052	36,101,296	45.000	1,616,436	113,150	1,729,586	(25,944)	(4,000)
2053	36,101,296	45.000	1,616,436	113,150	1,729,586	(25,944)	(4,000)
2054	38,267,374	45.000	1,713,422	119,940	1,833,361	(27,500)	(4,000)
2055	38,267,374	45.000	1,713,422	119,940	1,833,361	(27,500)	(4,000)
Total			35,083,045	2,455,813	39,482,221	(563,082.88)	

Grand Meadow Metropolitan District

City of Mead / Weld County

Development Projections at \$45.000 Mills for Debt Service

Series 2023A(3) - \$13.90MM (1.20x) and Series 2023B - \$1.22MM (1.00x)

Senior Lien Debt Service

Year	Net Revenue Available for Debt Service	Total Net Debt Service	Coverage Test	Senior Lien Bonds - Series 2023A(3)		Total Surplus		Senior Debt / AV Ratio	Senior Debt / Actual Value Ratio	Coverage of Net DS: @ 45.000 Target
				Surplus	Annual Surplus	Release	Cumulative Surplus			
2022	-	-		-	-	-	-	281%		
2023	-	-		-	-	-	-			
2024	-	-		-	-	-	-			
2025	229,412	-		229,412	229,412	-	229,412	110%	5.54%	
2026	589,784	694,750	0.85x	(104,966)	(104,966)	-	124,445	116%	5.54%	84.9%
2027	559,433	694,750	0.81x	(135,317)	(135,317)	-	(10,871)	77%	5.22%	80.5%
2028	842,658	699,750	1.20x	142,908	142,908	-	132,037	77%	5.22%	120.4%
2029	842,658	699,500	1.20x	143,158	143,158	-	275,195	73%	4.92%	120.5%
2030	893,457	744,250	1.20x	149,207	149,207	-	424,402	73%	4.91%	120.0%
2031	893,457	741,750	1.20x	151,707	151,707	-	576,109	68%	4.61%	120.5%
2032	947,305	789,250	1.20x	158,055	158,055	27,039	707,125	68%	4.58%	120.0%
2033	947,305	784,250	1.21x	163,055	163,055	163,055	707,125	64%	4.29%	120.8%
2034	1,004,383	834,250	1.20x	170,133	170,133	170,133	707,125	63%	4.24%	120.4%
2035	1,004,383	836,500	1.20x	167,883	167,883	167,883	707,125	59%	3.95%	120.1%
2036	1,064,886	883,250	1.21x	181,636	181,636	181,636	707,125	58%	3.88%	120.6%
2037	1,064,886	882,250	1.21x	182,636	182,636	182,636	707,125	53%	3.60%	120.7%
2038	1,129,019	940,750	1.20x	188,269	188,269	188,269	707,125	52%	3.52%	120.0%
2039	1,129,019	935,750	1.21x	193,269	193,269	193,269	707,125	48%	3.23%	120.7%
2040	1,197,001	995,250	1.20x	201,751	201,751	201,751	707,125	46%	3.13%	120.3%
2041	1,197,001	996,000	1.20x	201,001	201,001	201,001	707,125	42%	2.85%	120.2%
2042	1,269,061	1,055,750	1.20x	213,311	213,311	213,311	707,125	41%	2.73%	120.2%
2043	1,269,061	1,056,500	1.20x	212,561	212,561	212,561	707,125	36%	2.46%	120.1%
2044	1,345,444	1,121,000	1.20x	224,444	224,444	224,444	707,125	34%	2.32%	120.0%
2045	1,345,444	1,121,000	1.20x	224,444	224,444	224,444	707,125	30%	2.05%	120.0%
2046	1,426,411	1,184,500	1.20x	241,911	241,911	241,911	707,125	28%	1.88%	120.4%
2047	1,426,411	1,188,250	1.20x	238,161	238,161	238,161	707,125	24%	1.62%	120.0%
2048	1,512,236	1,255,000	1.20x	257,236	257,236	257,236	707,125	21%	1.43%	120.5%
2049	1,512,236	1,256,500	1.20x	255,736	255,736	255,736	707,125	17%	1.17%	120.4%
2050	1,603,210	1,335,750	1.20x	267,460	267,460	267,460	707,125	14%	0.97%	120.0%
2051	1,603,210	1,333,750	1.20x	269,460	269,460	269,460	707,125	10%	0.71%	120.2%
2052	1,699,642	1,414,250	1.20x	285,392	285,392	285,392	707,125	7%	0.48%	120.2%
2053	1,699,642	1,415,000	1.20x	284,642	284,642	284,642	707,125	0%	0.00%	120.1%
2054	1,801,861	-		1,801,861	1,801,861	2,508,986	-	0%	0.00%	
2055	1,801,861	-		1,801,861	1,801,861	1,801,861	-	0%	0.00%	
Total	36,851,776	27,889,500			8,962,276	8,962,276				

Grand Meadow Metropolitan District

City of Mead / Weld County

Development Projections at \$45.000 Mills for Debt Service

Series 2023A(3) - \$13.90MM (1.20x) and Series 2023B - \$1.22MM (1.00x)

Subordinate Lien Debt Service

Year	Surplus Available for Sub. Debt Service	Total Available for Sub. Debt Service	Subordinate Lien Bonds - Series 2023B Sub. Bond Interest on Balance 7.00%	Subordinate Lien Bonds - Series 2023B Less Payments Toward Sub. Bond Interest	Subordinate Lien Bonds - Series 2023B Accrued Interest + Interest on Balance @ 7.00%	Subordinate Lien Bonds - Series 2023B Less Payments Toward Accrued Interest	Subordinate Lien Bonds - Series 2023B Balance of Accrued Interest
2022	-	-	-	-	-	-	-
2023	-	-	-	-	-	-	-
2024	-	-	85,050	-	85,050	-	85,050
2025	-	-	85,050	-	91,004	-	176,054
2026	-	-	85,050	-	97,374	-	273,427
2027	-	-	85,050	-	104,190	-	377,617
2028	-	-	85,050	-	111,483	-	489,100
2029	-	-	85,050	-	119,287	-	608,387
2030	-	-	85,050	-	127,637	-	736,024
2031	-	-	85,050	-	136,572	-	872,596
2032	27,039	27,039	85,050	27,039	119,092	-	991,689
2033	163,055	163,055	85,050	85,050	69,418	78,005	983,102
2034	170,133	170,133	85,050	85,050	68,817	85,083	966,836
2035	167,883	167,883	85,050	85,050	67,679	82,833	951,681
2036	181,636	181,636	85,050	85,050	66,618	96,586	921,712
2037	182,636	182,636	85,050	85,050	64,520	97,586	888,646
2038	188,269	188,269	85,050	85,050	62,205	103,219	847,632
2039	193,269	193,269	85,050	85,050	59,334	108,219	798,747
2040	201,751	201,751	85,050	85,050	55,912	116,701	737,959
2041	201,001	201,001	85,050	85,050	51,657	115,951	673,665
2042	213,311	213,311	85,050	85,050	47,157	128,261	592,561
2043	212,561	212,561	85,050	85,050	41,479	127,511	506,530
2044	224,444	224,444	85,050	85,050	35,457	139,394	402,593
2045	224,444	224,444	85,050	85,050	28,181	139,394	291,380
2046	241,911	241,911	85,050	85,050	20,397	156,861	154,916
2047	238,161	238,161	85,050	85,050	10,844	153,111	12,649
2048	257,236	257,236	85,050	85,050	885	13,534	-
2049	255,736	255,736	77,000	77,000	-	-	-
2050	267,460	267,460	64,750	64,750	-	-	-
2051	269,460	269,460	50,750	50,750	-	-	-
2052	285,392	285,392	35,700	35,700	-	-	-
2053	284,642	284,642	18,550	18,550	-	-	-
2054	2,508,986	2,508,986	-	-	-	-	-
2055	1,801,861	1,801,861	-	-	-	-	-
Total	8,962,276	8,962,276	2,373,000	1,634,589	1,742,249	1,742,249	

Grand Meadow Metropolitan District

City of Mead / Weld County

Development Projections at \$45.000 Mills for Debt Service
Series 2023A(3) - \$13.90MM (1.20x) and Series 2023B - \$1.22MM (1.00x)

						Town of Mead		
Year	Total Assessed Valuation	Operations Mill Levy	Total Collections @ 99.50%	Specific Ownership Tax @ 7.00%	Total Available for O&M	Mill Levy	Total Collections	Total Mills
2020	-							
2021	-							
2022	-	10.000	-	-	-	3.000	-	58.000
2023	-	10.000	-	-	-	3.000	-	58.000
2024	4,946,143	10.000	49,214	2,908	52,122	3.000	14,764	58.000
2025	12,582,670	10.000	125,198	7,399	132,596	3.000	37,559	58.000
2026	11,939,518	10.000	118,798	7,020	125,819	3.000	35,639	58.000
2027	17,941,238	10.000	178,515	10,549	189,065	3.000	53,555	58.000
2028	17,941,238	10.000	178,515	10,549	189,065	3.000	53,555	58.000
2029	19,017,712	10.000	189,226	11,182	200,409	3.000	56,768	58.000
2030	19,017,712	10.000	189,226	11,182	200,409	3.000	56,768	58.000
2031	20,158,775	10.000	200,580	11,853	212,433	3.000	60,174	58.000
2032	20,158,775	10.000	200,580	11,853	212,433	3.000	60,174	58.000
2033	21,368,302	10.000	212,615	12,565	225,179	3.000	63,784	58.000
2034	21,368,302	10.000	212,615	12,565	225,179	3.000	63,784	58.000
2035	22,650,400	10.000	225,371	13,318	238,690	3.000	67,611	58.000
2036	22,650,400	10.000	225,371	13,318	238,690	3.000	67,611	58.000
2037	24,009,424	10.000	238,894	14,118	253,011	3.000	71,668	58.000
2038	24,009,424	10.000	238,894	14,118	253,011	3.000	71,668	58.000
2039	25,449,989	10.000	253,227	14,965	268,192	3.000	75,968	58.000
2040	25,449,989	10.000	253,227	14,965	268,192	3.000	75,968	58.000
2041	26,976,988	10.000	268,421	15,862	284,284	3.000	80,526	58.000
2042	26,976,988	10.000	268,421	15,862	284,284	3.000	80,526	58.000
2043	28,595,608	10.000	284,526	16,814	301,341	3.000	85,358	58.000
2044	28,595,608	10.000	284,526	16,814	301,341	3.000	85,358	58.000
2045	30,311,344	10.000	301,598	17,823	319,421	3.000	90,479	58.000
2046	30,311,344	10.000	301,598	17,823	319,421	3.000	90,479	58.000
2047	32,130,025	10.000	319,694	18,892	338,586	3.000	95,908	58.000
2048	32,130,025	10.000	319,694	18,892	338,586	3.000	95,908	58.000
2049	34,057,826	10.000	338,875	20,026	358,901	3.000	101,663	58.000
2050	34,057,826	10.000	338,875	20,026	358,901	3.000	101,663	58.000
2051	36,101,296	10.000	359,208	21,228	380,435	3.000	107,762	58.000
2052	36,101,296	10.000	359,208	21,228	380,435	3.000	107,762	58.000
2053	38,267,374	10.000	380,760	22,501	403,262	3.000	114,228	58.000
2054	38,267,374	10.000	380,760	22,501	403,262	3.000	114,228	58.000
Total			7,796,232	460,722	8,256,954		2,338,870	

SOURCES AND USES OF FUNDS**Grand Meadow Metropolitan District
Combined Results**

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**General Obligation Bonds, Series 2023A
Subordinate Bonds, Series 2023B**

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[Preliminary, subject to change]

Dated Date 12/01/2023
 Delivery Date 12/01/2023

Sources:	General Obligation Bonds, Series 2023A(3)	Subordinate Bonds, Series 2023B	Total
Bond Proceeds:			
Par Amount	13,895,000.00	1,215,000.00	15,110,000.00
	13,895,000.00	1,215,000.00	15,110,000.00
Uses:	General Obligation Bonds, Series 2023A(3)	Subordinate Bonds, Series 2023B	Total
Project Fund Deposits:			
Project Fund	10,585,125.00	1,178,550.00	11,763,675.00
Other Fund Deposits:			
Capitalized Interest Fund	1,389,500.00		1,389,500.00
Debt Service Reserve Fund	1,273,000.00		1,273,000.00
	2,662,500.00		2,662,500.00
Delivery Date Expenses:			
Cost of Issuance	300,000.00		300,000.00
Underwriter's Discount	347,375.00	36,450.00	383,825.00
	647,375.00	36,450.00	683,825.00
	13,895,000.00	1,215,000.00	15,110,000.00

SOURCES AND USES OF FUNDS

Grand Meadow Metropolitan District
General Obligation Bonds, Series 2023A(3)
45.000 (target) Mills
Non-Rated, 1.20x DSC, 2053 Final Maturity
6% Bi-Reassessment Projections
[Preliminary, subject to change]

Dated Date 12/01/2023
 Delivery Date 12/01/2023

Sources:

Bond Proceeds:	
Par Amount	13,895,000.00
	<u>13,895,000.00</u>

Uses:

Project Fund Deposits:	
Project Fund	10,585,125.00
Other Fund Deposits:	
Capitalized Interest Fund	1,389,500.00
Debt Service Reserve Fund	<u>1,273,000.00</u>
	2,662,500.00
Delivery Date Expenses:	
Cost of Issuance	300,000.00
Underwriter's Discount	<u>347,375.00</u>
	647,375.00
	<u>13,895,000.00</u>

BOND SUMMARY STATISTICS

**Grand Meadow Metropolitan District
General Obligation Bonds, Series 2023A(3)
45.000 (target) Mills
Non-Rated, 1.20x DSC, 2053 Final Maturity
6% Bi-Reassessment Projections
[Preliminary, subject to change]**

Dated Date	12/01/2023
Delivery Date	12/01/2023
First Coupon	06/01/2024
Last Maturity	12/01/2053
Arbitrage Yield	5.000000%
True Interest Cost (TIC)	5.186905%
Net Interest Cost (NIC)	5.104273%
All-In TIC	5.354006%
Average Coupon	5.000000%
Average Life (years)	23.976
Duration of Issue (years)	13.818
Par Amount	13,895,000.00
Bond Proceeds	13,895,000.00
Total Interest	16,657,000.00
Net Interest	17,004,375.00
Bond Years from Dated Date	333,140,000.00
Bond Years from Delivery Date	333,140,000.00
Total Debt Service	30,552,000.00
Maximum Annual Debt Service	2,688,000.00
Average Annual Debt Service	1,018,400.00
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	25.000000
Total Underwriter's Discount	25.000000
Bid Price	97.500000

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Term Bond 2053	13,895,000.00	100.000	5.000%	23.976	21,537.25
	13,895,000.00			23.976	21,537.25

	TIC	All-In TIC	Arbitrage Yield
Par Value	13,895,000.00	13,895,000.00	13,895,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	(347,375.00)	(347,375.00)	
- Cost of Issuance Expense		(300,000.00)	
- Other Amounts			
Target Value	13,547,625.00	13,247,625.00	13,895,000.00
Target Date	12/01/2023	12/01/2023	12/01/2023
Yield	5.186905%	5.354006%	5.000000%

BOND DEBT SERVICE

**Grand Meadow Metropolitan District
General Obligation Bonds, Series 2023A(3)
45.000 (target) Mills
Non-Rated, 1.20x DSC, 2053 Final Maturity
6% Bi-Reassessment Projections
[Preliminary, subject to change]**

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2024			347,375	347,375	
12/01/2024			347,375	347,375	694,750
06/01/2025			347,375	347,375	
12/01/2025			347,375	347,375	694,750
06/01/2026			347,375	347,375	
12/01/2026			347,375	347,375	694,750
06/01/2027			347,375	347,375	
12/01/2027			347,375	347,375	694,750
06/01/2028			347,375	347,375	
12/01/2028	5,000	5.000%	347,375	352,375	699,750
06/01/2029			347,250	347,250	
12/01/2029	5,000	5.000%	347,250	352,250	699,500
06/01/2030			347,125	347,125	
12/01/2030	50,000	5.000%	347,125	397,125	744,250
06/01/2031			345,875	345,875	
12/01/2031	50,000	5.000%	345,875	395,875	741,750
06/01/2032			344,625	344,625	
12/01/2032	100,000	5.000%	344,625	444,625	789,250
06/01/2033			342,125	342,125	
12/01/2033	100,000	5.000%	342,125	442,125	784,250
06/01/2034			339,625	339,625	
12/01/2034	155,000	5.000%	339,625	494,625	834,250
06/01/2035			335,750	335,750	
12/01/2035	165,000	5.000%	335,750	500,750	836,500
06/01/2036			331,625	331,625	
12/01/2036	220,000	5.000%	331,625	551,625	883,250
06/01/2037			326,125	326,125	
12/01/2037	230,000	5.000%	326,125	556,125	882,250
06/01/2038			320,375	320,375	
12/01/2038	300,000	5.000%	320,375	620,375	940,750
06/01/2039			312,875	312,875	
12/01/2039	310,000	5.000%	312,875	622,875	935,750
06/01/2040			305,125	305,125	
12/01/2040	385,000	5.000%	305,125	690,125	995,250
06/01/2041			295,500	295,500	
12/01/2041	405,000	5.000%	295,500	700,500	996,000
06/01/2042			285,375	285,375	
12/01/2042	485,000	5.000%	285,375	770,375	1,055,750
06/01/2043			273,250	273,250	
12/01/2043	510,000	5.000%	273,250	783,250	1,056,500
06/01/2044			260,500	260,500	
12/01/2044	600,000	5.000%	260,500	860,500	1,121,000
06/01/2045			245,500	245,500	
12/01/2045	630,000	5.000%	245,500	875,500	1,121,000
06/01/2046			229,750	229,750	
12/01/2046	725,000	5.000%	229,750	954,750	1,184,500
06/01/2047			211,625	211,625	
12/01/2047	765,000	5.000%	211,625	976,625	1,188,250
06/01/2048			192,500	192,500	
12/01/2048	870,000	5.000%	192,500	1,062,500	1,255,000
06/01/2049			170,750	170,750	
12/01/2049	915,000	5.000%	170,750	1,085,750	1,256,500
06/01/2050			147,875	147,875	
12/01/2050	1,040,000	5.000%	147,875	1,187,875	1,335,750
06/01/2051			121,875	121,875	
12/01/2051	1,090,000	5.000%	121,875	1,211,875	1,333,750

BOND DEBT SERVICE

Grand Meadow Metropolitan District
General Obligation Bonds, Series 2023A(3)
45.000 (target) Mills
Non-Rated, 1.20x DSC, 2053 Final Maturity
6% Bi-Reassessment Projections
[Preliminary, subject to change]

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2052			94,625	94,625	
12/01/2052	1,225,000	5.000%	94,625	1,319,625	1,414,250
06/01/2053			64,000	64,000	
12/01/2053	2,560,000	5.000%	64,000	2,624,000	2,688,000
	13,895,000		16,657,000	30,552,000	30,552,000

NET DEBT SERVICE

Grand Meadow Metropolitan District
General Obligation Bonds, Series 2023A(3)
45.000 (target) Mills
Non-Rated, 1.20x DSC, 2053 Final Maturity
6% Bi-Reassessment Projections
[Preliminary, subject to change]

Period Ending	Principal	Interest	Total Debt Service	Capitalized Interest Fund	Debt Service Reserve Fund	Net Debt Service
12/01/2024		694,750	694,750	694,750		
12/01/2025		694,750	694,750	694,750		
12/01/2026		694,750	694,750			694,750
12/01/2027		694,750	694,750			694,750
12/01/2028	5,000	694,750	699,750			699,750
12/01/2029	5,000	694,500	699,500			699,500
12/01/2030	50,000	694,250	744,250			744,250
12/01/2031	50,000	691,750	741,750			741,750
12/01/2032	100,000	689,250	789,250			789,250
12/01/2033	100,000	684,250	784,250			784,250
12/01/2034	155,000	679,250	834,250			834,250
12/01/2035	165,000	671,500	836,500			836,500
12/01/2036	220,000	663,250	883,250			883,250
12/01/2037	230,000	652,250	882,250			882,250
12/01/2038	300,000	640,750	940,750			940,750
12/01/2039	310,000	625,750	935,750			935,750
12/01/2040	385,000	610,250	995,250			995,250
12/01/2041	405,000	591,000	996,000			996,000
12/01/2042	485,000	570,750	1,055,750			1,055,750
12/01/2043	510,000	546,500	1,056,500			1,056,500
12/01/2044	600,000	521,000	1,121,000			1,121,000
12/01/2045	630,000	491,000	1,121,000			1,121,000
12/01/2046	725,000	459,500	1,184,500			1,184,500
12/01/2047	765,000	423,250	1,188,250			1,188,250
12/01/2048	870,000	385,000	1,255,000			1,255,000
12/01/2049	915,000	341,500	1,256,500			1,256,500
12/01/2050	1,040,000	295,750	1,335,750			1,335,750
12/01/2051	1,090,000	243,750	1,333,750			1,333,750
12/01/2052	1,225,000	189,250	1,414,250			1,414,250
12/01/2053	2,560,000	128,000	2,688,000		1,273,000	1,415,000
	13,895,000	16,657,000	30,552,000	1,389,500	1,273,000	27,889,500

BOND SOLUTION

**Grand Meadow Metropolitan District
General Obligation Bonds, Series 2023A(3)
45.000 (target) Mills
Non-Rated, 1.20x DSC, 2053 Final Maturity
6% Bi-Reassessment Projections
[Preliminary, subject to change]**

Period Ending	Proposed Principal	Proposed Debt Service	Debt Service Adjustments	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Serv Coverage
12/01/2024		694,750	(694,750)				
12/01/2025		694,750	(694,750)			233,408	
12/01/2026		694,750		694,750	591,949	(102,801)	85.20321%
12/01/2027		694,750		694,750	561,962	(132,788)	80.88699%
12/01/2028	5,000	699,750		699,750	842,349	142,599	120.37862%
12/01/2029	5,000	699,500		699,500	842,349	142,849	120.42164%
12/01/2030	50,000	744,250		744,250	893,130	148,880	120.00408%
12/01/2031	50,000	741,750		741,750	893,130	151,380	120.40854%
12/01/2032	100,000	789,250		789,250	946,958	157,708	119.98203%
12/01/2033	100,000	784,250		784,250	946,958	162,708	120.74698%
12/01/2034	155,000	834,250		834,250	1,004,016	169,766	120.34949%
12/01/2035	165,000	836,500		836,500	1,004,016	167,516	120.02578%
12/01/2036	220,000	883,250		883,250	1,064,497	181,247	120.52042%
12/01/2037	230,000	882,250		882,250	1,064,497	182,247	120.65702%
12/01/2038	300,000	940,750		940,750	1,128,606	187,856	119.96879%
12/01/2039	310,000	935,750		935,750	1,128,606	192,856	120.60982%
12/01/2040	385,000	995,250		995,250	1,196,563	201,313	120.22736%
12/01/2041	405,000	996,000		996,000	1,196,563	200,563	120.13682%
12/01/2042	485,000	1,055,750		1,055,750	1,268,597	212,847	120.16070%
12/01/2043	510,000	1,056,500		1,056,500	1,268,597	212,097	120.07539%
12/01/2044	600,000	1,121,000		1,121,000	1,344,952	223,952	119.97791%
12/01/2045	630,000	1,121,000		1,121,000	1,344,952	223,952	119.97791%
12/01/2046	725,000	1,184,500		1,184,500	1,425,889	241,389	120.37902%
12/01/2047	765,000	1,188,250		1,188,250	1,425,889	237,639	119.99911%
12/01/2048	870,000	1,255,000		1,255,000	1,511,683	256,683	120.45282%
12/01/2049	915,000	1,256,500		1,256,500	1,511,683	255,183	120.30902%
12/01/2050	1,040,000	1,335,750		1,335,750	1,602,624	266,874	119.97932%
12/01/2051	1,090,000	1,333,750		1,333,750	1,602,624	268,874	120.15924%
12/01/2052	1,225,000	1,414,250		1,414,250	1,699,021	284,771	120.13585%
12/01/2053	2,560,000	2,688,000	(1,273,000)	1,415,000	1,699,021	284,021	120.07217%
	13,895,000	30,552,000	(2,662,500)	27,889,500	33,245,091	5,355,591	

SOURCES AND USES OF FUNDS

Grand Meadow Metropolitan District
Subordinate Bonds, Series 2023B
Non-Rated, Cashflow Bonds, Annual Pay, 2053 (Stated) Final Maturity
[Preliminary, subject to change]

Dated Date	12/01/2023
Delivery Date	12/01/2023

Sources:

Bond Proceeds:	
Par Amount	1,215,000.00
	1,215,000.00

Uses:

Project Fund Deposits:	
Project Fund	1,178,550.00
Delivery Date Expenses:	
Underwriter's Discount	36,450.00
	1,215,000.00

BOND SUMMARY STATISTICS

Grand Meadow Metropolitan District
Subordinate Bonds, Series 2023B
Non-Rated, Cashflow Bonds, Annual Pay, 2053 (Stated) Final Maturity
[Preliminary, subject to change]

Dated Date	12/01/2023
Delivery Date	12/01/2023
First Coupon	06/01/2024
Last Maturity	12/15/2053
Arbitrage Yield	6.999598%
True Interest Cost (TIC)	7.251872%
Net Interest Cost (NIC)	7.107420%
All-In TIC	7.251872%
Average Coupon	7.000000%
Average Life (years)	27.928
Duration of Issue (years)	12.399
Par Amount	1,215,000.00
Bond Proceeds	1,215,000.00
Total Interest	2,375,257.50
Net Interest	2,411,707.50
Bond Years from Dated Date	33,932,250.00
Bond Years from Delivery Date	33,932,250.00
Total Debt Service	3,590,257.50
Maximum Annual Debt Service	280,350.00
Average Annual Debt Service	119,520.32
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	30.000000
Total Underwriter's Discount	30.000000
Bid Price	97.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Term Bond 2053	1,215,000.00	100.000	7.000%	27.928	1,506.60
	1,215,000.00			27.928	1,506.60

	TIC	All-In TIC	Arbitrage Yield
Par Value	1,215,000.00	1,215,000.00	1,215,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	(36,450.00)	(36,450.00)	
- Cost of Issuance Expense			
- Other Amounts			
Target Value	1,178,550.00	1,178,550.00	1,215,000.00
Target Date	12/01/2023	12/01/2023	12/01/2023
Yield	7.251872%	7.251872%	6.999598%

BOND DEBT SERVICE

Grand Meadow Metropolitan District
Subordinate Bonds, Series 2023B
Non-Rated, Cashflow Bonds, Annual Pay, 2053 (Stated) Final Maturity
[Preliminary, subject to change]

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/15/2024			45,832.50	45,832.50	
12/15/2024			42,525.00	42,525.00	88,357.50
06/15/2025			42,525.00	42,525.00	
12/15/2025			42,525.00	42,525.00	85,050.00
06/15/2026			42,525.00	42,525.00	
12/15/2026			42,525.00	42,525.00	85,050.00
06/15/2027			42,525.00	42,525.00	
12/15/2027			42,525.00	42,525.00	85,050.00
06/15/2028			42,525.00	42,525.00	
12/15/2028			42,525.00	42,525.00	85,050.00
06/15/2029			42,525.00	42,525.00	
12/15/2029			42,525.00	42,525.00	85,050.00
06/15/2030			42,525.00	42,525.00	
12/15/2030			42,525.00	42,525.00	85,050.00
06/15/2031			42,525.00	42,525.00	
12/15/2031			42,525.00	42,525.00	85,050.00
06/15/2032			42,525.00	42,525.00	
12/15/2032			42,525.00	42,525.00	85,050.00
06/15/2033			42,525.00	42,525.00	
12/15/2033			42,525.00	42,525.00	85,050.00
06/15/2034			42,525.00	42,525.00	
12/15/2034			42,525.00	42,525.00	85,050.00
06/15/2035			42,525.00	42,525.00	
12/15/2035			42,525.00	42,525.00	85,050.00
06/15/2036			42,525.00	42,525.00	
12/15/2036			42,525.00	42,525.00	85,050.00
06/15/2037			42,525.00	42,525.00	
12/15/2037			42,525.00	42,525.00	85,050.00
06/15/2038			42,525.00	42,525.00	
12/15/2038			42,525.00	42,525.00	85,050.00
06/15/2039			42,525.00	42,525.00	
12/15/2039			42,525.00	42,525.00	85,050.00
06/15/2040			42,525.00	42,525.00	
12/15/2040			42,525.00	42,525.00	85,050.00
06/15/2041			42,525.00	42,525.00	
12/15/2041			42,525.00	42,525.00	85,050.00
06/15/2042			42,525.00	42,525.00	
12/15/2042			42,525.00	42,525.00	85,050.00
06/15/2043			42,525.00	42,525.00	
12/15/2043			42,525.00	42,525.00	85,050.00
06/15/2044			42,525.00	42,525.00	
12/15/2044			42,525.00	42,525.00	85,050.00
06/15/2045			42,525.00	42,525.00	
12/15/2045			42,525.00	42,525.00	85,050.00
06/15/2046			42,525.00	42,525.00	
12/15/2046			42,525.00	42,525.00	85,050.00
06/15/2047			42,525.00	42,525.00	
12/15/2047			42,525.00	42,525.00	85,050.00
06/15/2048			42,525.00	42,525.00	
12/15/2048	115,000	7.000%	42,525.00	157,525.00	200,050.00
06/15/2049			38,500.00	38,500.00	
12/15/2049	175,000	7.000%	38,500.00	213,500.00	252,000.00
06/15/2050			32,375.00	32,375.00	
12/15/2050	205,000	7.000%	32,375.00	237,375.00	269,750.00
06/15/2051			25,200.00	25,200.00	
12/15/2051	215,000	7.000%	25,200.00	240,200.00	265,400.00
06/15/2052			17,675.00	17,675.00	
12/15/2052	245,000	7.000%	17,675.00	262,675.00	280,350.00
06/15/2053			9,100.00	9,100.00	
12/15/2053	260,000	7.000%	9,100.00	269,100.00	278,200.00
	1,215,000		2,375,257.50	3,590,257.50	3,590,257.50

EXHIBIT F

SERVICE PLAN FOR GRAND MEADOW METROPOLITAN DISTRICT
FORM OF DISTRICT DISCLOSURE NOTICE

GENERAL DISCLOSURE AND COMMON QUESTIONS REGARDING GRAND MEADOW METROPOLITAN DISTRICT

1. What does the District do?

Grand Meadow Metropolitan District (the “District”) was organized on _____, 20____, following the results of the District’s organizational election and pursuant to the Service Plan for Grand Meadow Metropolitan District approved by Resolution No. _____ of the Board of Trustees of the Town of Mead (the “Service Plan”). The District has been organized for the purposes of constructing, operating and maintaining certain public improvements within the boundaries of the District, as authorized by the Service Plan, including water, sewer, and streets. The District is a governmental entity governed by an elected board of directors made up of property owners and property taxpayers within the District’s boundaries.

The District’s boundaries are set forth in **Exhibit 1** attached hereto and may change subject to the provisions of the Service Plan and the prior approval by the owners of the property to be included, to be considered at a public hearing of the District's board of directors.

The District is authorized to construct, operate, and maintain certain public improvements, as authorized by the Service Plan. The District may dedicate certain public improvements to other governmental entities, such as the Town of Mead (the “Town”), for on-going operations and maintenance. Public improvements not dedicated to the Town or other appropriate entity shall be owned, operated, and maintained by the District.

Certain services may be provided within the District by one or more property owner associations organized as Colorado non-profit corporations (homeowners associations), which may charge fees or assessments separate from and in addition to any fees or assessments payable to the Districts.

2. How does the District pay for the infrastructure and service costs?

The District has authority to impose property taxes (mill levies) for the construction, operation, and maintenance of the improvements generally identified in the Service Plan. The District may issue debt to finance these improvements.

Pursuant to the Service Plan, the District has authority to issue up to \$(41,029,751) of debt (such as bonds), and the debt of the District may be repaid through ad valorem property taxes, from a debt service mill levy on all taxable property of the District, or any other legally available revenues of the District.

The District may also rely upon various other revenue sources authorized by law to offset its expenses of capital construction and general operating expenses. Pursuant to Colorado law, the District may impose fees, rates, tolls, penalties, or other charges as provided in Title 32,

subject to limitations set forth in the Service Plan. A current fee schedule, if applicable, is available from the District. State law requires fees to be reasonably and rationally related to the costs of the service, program, or facility being provided in exchange for payment of the fee.

3. How much property tax will the District collect to construct improvements and pay for operations?

The mill levy authorized for the District pursuant to the Service Plan may not exceed 55 mills in the aggregate for the repayment of debt and the payment of operations and maintenance costs (maximum debt service mill levy of 45.000 mills and maximum operating mill levy of 10.000 mills), and may be adjusted due to changes in the constitutional or statutory method of assessing property tax or in the assessment ratio, or by amendments to the Service Plan or voter authorizations. The adjustment allows for tax revenues to be realized by the District in an equivalent amount as would have been realized by the District based on a levy of 55 mills absent any change in the manner of the assessment of property for taxation purposes, the ratio for determining assessed valuation, or other similar changes. In addition, various voter limitations exist which may affect the taxing powers of the District, including maximum annual taxing limitations and expenditure limitations. The TABOR Amendment, Article X, Section 20 of the Colorado Constitution, also imposes legal limitations that may restrict the taxing and spending authority of the District. *See paragraph 6 and Exhibit 2 for a better idea of what the mill levy caps mean in relation to tax amounts.*

4. How can I be assured the District will not issue too many bonds and create unreasonably high mill levies?

District bond issuances and imposition of taxes are governed by Colorado state law and are subject to Service Plan limitations and requirements. The Service Plan limits the mill levy the District may assess for the repayment of debt and the payment of operations and maintenance costs to 55 mills, subject to adjustments as described above (*see paragraph 6 below*). In addition, all debt issued by the District must be scheduled to mature and be paid in full within thirty (30) years after the District first levies a debt service mill levy on residential property, unless a majority of the members of the board of directors of the District are residents of the District and have voted in favor of a full or partial refunding of outstanding debt.

The mill levy limit will remain in place unless and until the Service Plan is amended to permit a change in this limit. This limit, as well as others existing under Colorado law, together with voter approval requirements, are believed adequate to control the tax levies within the District.

5. Who bears the risk that the community may not fully develop?

The District has or will issue debt in the form of bonds, and therefore bondholders will be providing funding to the District for the construction of public improvements authorized by the Service Plan. Property taxes paid by property owners will help pay the costs of all bonds issued by the District. This results in the risk of development being shared in part by bondholders and the property owners in

the District. The property owners also share risk relative to the bonds that are currently limited as noted above in paragraph 5. As previously stated, it is within the District's discretion to impose other fees to help pay for public improvements, subject to Service Plan limitations. To the extent that the developer has advanced some of the improvement costs and remains to be repaid, the developer may bear some of the risk as well.

6. What will my tax bill look like?

In determining the tax liability due for residential property, the County Assessor's Office first determines the actual value of the residential property based upon market approach to value. Up to five years of market activity may be analyzed. The actual value of the residential property is then multiplied by the assessment rate, which is set every odd numbered year by the state legislature, to determine the assessed valuation of the residential property. The current assessment rate on residential property in Colorado is 7.15%. The mill levy is then multiplied by the assessed valuation of the residential property, resulting in the assessment for the residential property. For example, residential property with an actual value of \$450,000 would have an assessed value of \$32,175 ($\$450,000 \times 7.15\%$). One mill (0.001) applied to that valuation for assessment produces approximately \$32.18 of taxes ($\$32,175 \times 0.001$).

It is anticipated that the tax bill for your property will show mill levies for the Town of Mead, Weld County, Weld County RE-1J School District, Northern Colorado Water Conservancy District, St. Vrain & Left Hand Water Conservancy District, St. Vrain Sanitation District Mountain View Fire Protection District, High Plains Library District, and various other service providers, including the Grand Meadow Metropolitan District. According to information available from the Weld County Assessor, the total overlapping mill levy imposed upon the property within the boundaries of the District, but without any District mill levy, is 105.411 mills for tax year 2020, for collection in the year 2021. Therefore, without the District, the annual tax bill levied on a residential property with an actual value of \$450,000 would be approximately \$3,391.61 (assessed value of $\$32,175 \times 105.411$ mills).

The maximum mill levy the District is permitted to levy is 55.000 mills (0.055), and the portion of the annual tax bill levied by the District on a residential property with an actual value of \$450,000 would be approximately \$1,769.63 (assessed value of $\$32,175 \times 55.000$ mills). Your tax bill for your property will also include mill levies from other taxing entities that overlap with the District's boundaries.

Exhibit 2 attached hereto sets forth the approximate mill levies that are currently levied against the property within the District and outlines the annual tax bills levied both with and without the District. Colorado's taxing entities certify their mill levies on an annual basis, so the most accurate manner of ascertaining the specific taxing entities and current mill levies imposed on any property is by contacting the Weld County Assessor's office directly.

This estimate only provides an illustration of the amount of the new property taxes that may be due and owing after the property has been reassessed and, in some instances, reclassified as residential property. This estimate is not a statement of the actual and future taxes that may be due. First year property taxes may be based on a previous year's tax

classification, which may not include the full value of the property and, consequently, taxes may be higher in subsequent years. A seller has complied with this disclosure statement as long as the disclosure is based upon a good-faith effort to provide accurate estimates and information.

7. Where can I get additional information regarding the District?

This document is not intended to address all issues associated with special districts generally or with the Grand Meadow Metropolitan District specifically. The Service Plan contains a full description of the District’s purpose and functions. A copy of the District’s Service Plan is available in the Town Clerk’s Office. For additional information about the District, prospective purchasers may also contact the District’s general counsel at: Cockrel Ela Glesne Greher & Ruhland, PC, Attn: Matthew Ruhland, 390 Union Blvd., Suite 400, Denver, CO 80228, 303-986-1551. The District’s meetings are open to the public, at which time you can raise questions regarding any matter related to the activities of the District.

Dated this ____ day of _____, 202__.

By: _____

Name: _____

Title: _____

EXHIBIT 1

TO GENERAL DISCLOSURE AND COMMON QUESTIONS
LEGAL DESCRIPTION OF GRAND MEADOW METROPOLITAN DISTRICT

EXHIBIT 2**TO GENERAL DISCLOSURE AND COMMON QUESTIONS
ESTIMATE OF PROPERTY TAXES****Estimated Annual Tax Levied on Residential Property With \$450,000 Actual Value
Without the District**

Taxing Entity	2019**	Annual tax levied
Town of Mead	11.522	\$370.72
Weld County (all funds combined)	15.038	\$483.85
School District RE1J (all funds combined)	56.542	\$1,819.24
Northern Colorado Water Conservancy District	1.000	\$32.18
St. Vrain & Left Hand Water Conservancy District	1.406	\$45.24
St.Vrain Sanitation District	0.475	\$15.28
Mountain View Fire Protection District	16.247	\$522.75
High Plains Library District	3.181	\$102.35
TOTAL:	105.411	\$3,391.61

***Estimated Annual Tax Levy on Residential Property With \$450,000 Actual Value With
the District is shown on the following page.***

Estimated Annual Tax Levied on Residential Property With \$450,000 Actual Value With the District (Assuming Maximum Aggregate District Mill Levy)

Taxing Entity	2019**	Annual tax levied
Town of Mead	11.522	\$370.72
Town of Mead O&M Levy	3.000	\$96.53
Weld County (all funds combined)	15.038	\$483.85
School District RE1J (all funds combined)	56.542	\$1,819.24
Northern Colorado Water Conservancy District	1.000	\$32.18
St. Vrain & Left Hand Water Conservancy District	1.406	\$45.24
St.Vrain Sanitation District	0.475	\$15.28
Mountain View Fire Protection District	16.247	\$522.75
High Plains Library District	3.181	\$102.35
Grand Meadow Metropolitan District	55.000	\$1,769.63
TOTAL:	160.411	\$5,161.24

**This estimate of Overlapping Mill Levies is based upon mill levies certified by the Weld County Assessor's office in December 2020 for collection in 2021 and is intended only to provide approximations of the total overlapping mill levies within the District. The stated mill levies are subject to change, and you should contact the Weld County Assessor's office to obtain the most accurate and up to date information.

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF MEAD, COLORADO, AND
DOUTHIT METROPOLITAN DISTRICT

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (the “First Amendment”) is made and entered into as of the date of mutual execution of the Parties set forth below, by and between the **TOWN OF MEAD, COLORADO** (the “Town”), and the **DOUTHIT METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (“District”). The Town and the District are referred to herein as the Parties.

RECITALS

WHEREAS, the District and the Town previously entered into that certain Intergovernmental Agreement dated December 14, 2017 (“Agreement”) with respect to the District service plan approved by resolution of the Town on September 11, 2017 (the “Service Plan”); and

WHEREAS, the Agreement provides a maximum debt authorization of \$70,000,000, based on the District’s bonding capacity for property within the District’s boundaries; and

WHEREAS, the District’s exclusion of certain property from within its boundaries no longer supports such former debt limit due to fewer residential units to be developed within District boundaries and loss of future assessed valuation; and

WHEREAS, the Parties desire to enter into this First Amendment to memorialize a decrease in the total debt issuance limitation of the District.

NOW, THEREFORE, the Parties agree as follows:

1. **Paragraph 7** of the Agreement titled “Total Debt Issuance” shall be revised to read as follows:
 7. Total Debt Issuance. The District shall not issue Debt in excess of Forty-Five Million Dollars (\$45,000,000).
2. The Town Clerk shall cause a fully executed copy of this First Amendment to be included as a supplement to **Exhibit D** to the Service Plan.
3. Counterparts; Facsimile or Electronic Signature; Authority. The Parties agree that this First Amendment may be executed in multiple counterparts which, when signed by the Parties, shall constitute a binding agreement. The Parties further agree that this First Amendment may be executed by facsimile or electronic signature, and that any facsimile or electronic signature shall be binding upon the party providing such signature as if it were the party’s original signature.

4. No Further Amendments. Nothing contained in this First Amendment shall affect any other provisions of the Agreement except as specifically set forth herein.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Agreement, to be effective as of the date of mutual execution of the Parties below. By the signature of its representatives below, each Party affirms that it has taken all necessary action to authorize said representative to execute this First Amendment.

TOWN OF MEAD, COLORADO

By: _____
Mayor

Date: _____, 2022

ATTEST:

APPROVED AS TO FORM:

Town Clerk

Town Attorney

[District signature page follows].

[District signature page to First Amendment to Intergovernmental Agreement].

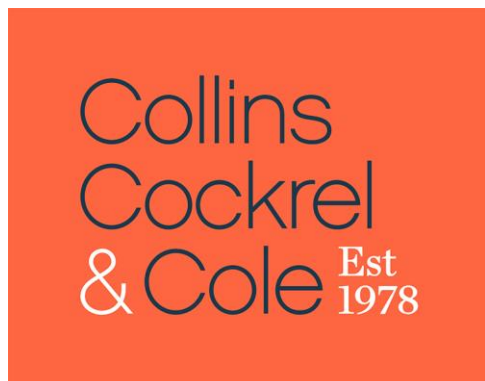
DOUTHIT METROPOLITAN DISTRICT

By: _____
President

Date: _____, 2022

ATTEST:

Secretary



SHAREHOLDERS
 Paul R. Cockrel
 Robert G. Cole
 Timothy J. Flynn
 Evan D. Ela
 Linda M. Glesne
 David A. Greher
 Kathryn G. Winn
 Allison C. Ulmer
 Matthew P. Ruhland

OF COUNSEL
 James P. Collins

 ASSOCIATES
 Joseph W. Norris
 Bart W. Miller
 Ayshan E. Ibrahim

 303.218.7212
 mruhland@cccfirm.com

November 3, 2021

Mary Strutt, MMC
 Town Clerk of Town of Mead
 441 Third Street
 Mead, Colorado 80542

Re: Submittal of Service Plan for Grand Meadow Metropolitan District

Dear Ms. Strutt:

Please find with this Letter of Intent (this “**Letter**”) the submittal of the proposed Service Plan (the “**Service Plan**”) for the proposed Grand Meadow Metropolitan District (the “**District**”), in accordance with Section 12-2-10 of the Town of Mead (the “**Town**”) Municipal Code.

Public Benefit of the District

The Grand Meadow development (the “**Project**”) is anticipated to include approximately 366 residential units within the boundaries of the District, which boundaries will initially include approximately 108.33 acres. Pursuant to the Town’s Comprehensive Plan, the Project is in conformance and furthers the Town’s vision of a diverse economy, friendly neighborhoods, strong connectivity and thoughtful community planning, facilities and services. Additionally, the Project is in conformance with the Thoughtful Community Planning, Facilities and Services (TCPFS) Vision Statement, Strategy 1B-4 of supporting “other special districts serving the Town including sewer, water and metro districts.”

The property within the District also lies within the Little Thompson Water District and the St. Vrain Sanitation District; however these two existing special districts do not plan to finance or construct any relevant improvements for the Project. The District shall finance and construct the relevant sanitary sewer, water and storm sewer improvements. The District also intends to finance and construct various public improvements to support and encourage civic engagement within the community such as a multi-purpose sport court, picnic shelter, soccer field, two medium playgrounds, one large playground, and a bike rack.

Additionally, the District shall impose the Town O&M Mill Levy when the District first imposes a mill levy, thus providing additional funding to be remitted to the Town annually.

Public Improvements

Please find a detailed list of the public improvements to be financed, operated and/or maintained by the District in Exhibit D (the “**Capital Plan**”) to the Service Plan. Such public improvements include: grading, sanitary sewer, water, storm sewer, concrete, paving, erosion control, landscaping, dry utilities and specialty items.

Section 32-1-203(2), C.R.S.

There are currently no other governmental entities, including the Town, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation and financing of the public improvements or the ownership, operation and maintenance of the public improvements that are not accepted for ownership, operation and maintenance by the Town or another entity. Formation of the District is therefore necessary in order for the public improvements to be provided in the most economic manner possible.

The District is capable of providing economical and sufficient service to the area within its proposed boundaries through the imposition of ad valorem property taxes and fees as needed, within the limitations as outlined in the Service Plan. Exhibit E (the “**Financial Plan**”) to the Service Plan further outlines the District’s plan regarding its future financial ability to discharge the proposed indebtedness through a reasonable basis.

Conclusion

We respectfully submit this Letter with the attached Service Plan (and all relevant exhibits) for the Town’s consideration of the formation of the District. We are excited to work with the Town on the formation of the District. Please reach out at any time with comments or questions, and we will work to address any items that may arise.

Sincerely,



Matthew P. Ruhland

CC: Marcus McAskin, Esq. as Town Attorney of Town of Mead



Grand Meadow Metropolitan District

Cory Starnes, Melody Homes Inc.

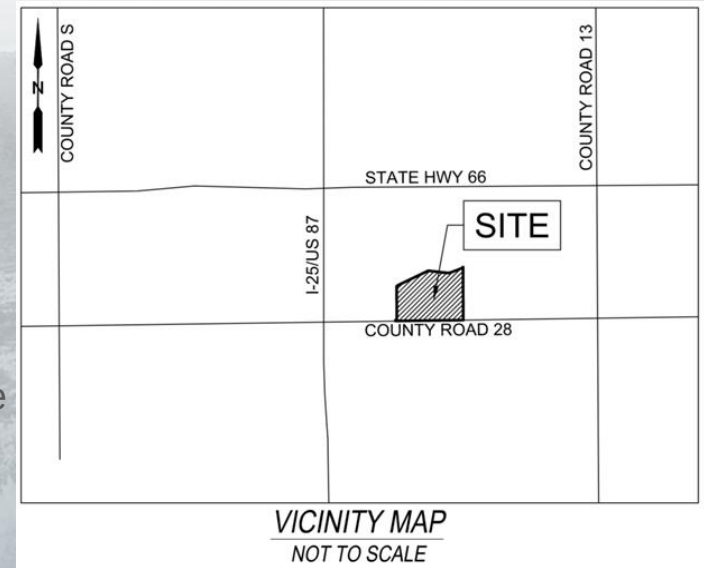
Matt Ruhland, Cockrel Ela Glesne Greher & Ruhland, P.C.

Purpose and Need for the District

- Purpose: The Grand Meadow Metropolitan District (the “District”) will finance, plan, design acquire, construct and install certain of the Public Improvements necessary for the residential development to be known as Grand Meadow (the “Community”).
- The District shall only operate and maintain those Public Improvements that are not accepted for ownership, operations and maintenance by the Town or other appropriate entity.
- The District may own, operate and maintain trails and related amenities within the District – all parks and trails shall be open to the general public.
- Need: No other governmental entities, including the Town, will provide Public Improvements or services needed for the Community.
- The District has NO financial impact on any residents or taxpayers outside of those that choose to purchase a home within the Community.

Grand Meadow Development

- The Property consist of approximately 108.33 acres.
- Property is generally located east of Weld County Road 9 1/2, west of Weld County Road 11, and north of Weld County Road 28
- At full buildout, the Community is anticipated to contain 282 single-family detached residential units and 118 single-family attached residential units.
- Sketch Plan/Preliminary Plat Submittal is imminent; with the goal of obtaining approvals for Final Plat and Construction Plans around the end of October.

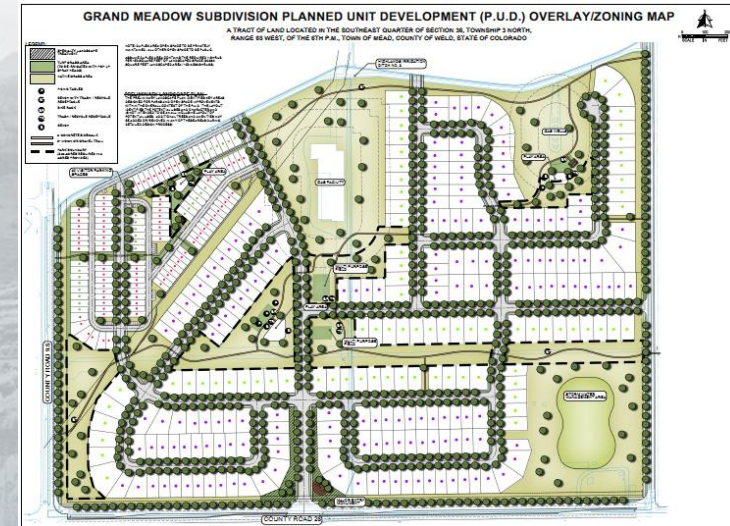


Exclusion of Property from Douthit Metropolitan District

- The Property is currently within the boundaries of the Douthit Metropolitan District (“DMD”); however it is contemplated that the Property will be excluded from DMD as part of organizing the District.
- DMD has communicated with Town Staff/Town Attorney’s office its intent to approve: (1) the exclusion of the Property from it’s boundaries, and (2) an Amended IGA between DMD and the Town to reduce it’s debt issuance authorization to an amount not to exceed \$45,000,000 (decreased from \$70,000,000 to \$45,000,000).
- DMD, through it’s general legal counsel, has communicated with the Town Attorney, that DMD has reviewed and supports the Amended IGA and will be working cooperatively with Town Staff/Town Attorney’s office to finalize and execute the Amended IGA contemporaneously with the exclusion of the Property from DMD’s boundaries.

Public Improvements Related to Community

- Sample of Public Improvements currently planned for the Community:
 - Multiple trails;
 - Central amenity area which includes a nature-themed playground area, natural play areas, multipurpose fields and open space areas; and
 - Roadways, which include tree lawns landscaped corridors and underground utility infrastructure.
- The Public Improvements are estimated to cost \$41,029,751.
- Any Public Improvements not funded by the District remain the responsibility of the developer.
- The Town has no obligations to fund any costs associated with the Public Improvements.



Service Plan

- The Service Plan is in compliance with Chapter 12 of the Mead Municipal Code and the Town's model service plan.
- Key Terms of the Service Plan include:
 - Estimated Cost of public improvements - \$41,029,751;
 - Maximum Debt Limit - \$41,029,751;
 - Maximum Debt Mill Levy – 45 mills, subject to Mill Levy Adjustment;
 - Maximum Debt Mill Levy Imposition Term – 30 years from the date of initial imposition of a debt mill levy;
 - Maximum Operating Mill Levy – 10 mills, subject to Mill Levy Adjustment;
 - Maximum Aggregate Mill Levy – 55 mills, subject to Mill Levy Adjustment;
 - Town O&M Mill Levy – 3 mills, subject to Mill Levy Adjustment (not included in the Maximum Aggregate Mill Levy); and
 - Developer Debt shall be subordinate to other Debt of the District and shall expire and be forgiven 20 years after the date of the initial imposition of an ad valorem property tax to by any Debt.

Board of Trustees' Proposed Findings

- The criteria set forth in Section 32-1-203(2), C.R.S.
 - There is sufficient existing and projected need for organized service within the Community.
 - The existing service within the Community is inadequate for present and projected needs.
 - The District is capable of providing economical and sufficient service to the Community.
 - The property within the District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.
- The Service Plan is in substantial compliance with Chapter 12 of the Mead Municipal Code and the Mead Model Service Plan.

Grand Meadow Metropolitan District – Benefits

- Enhanced Public Improvements and Services.
- Local Control.
- Continued Town Oversight.
- Development Pays its Own Way.
- Cooperation with Surrounding Local Governments.
- Transparency and Accountability.



Conclusion

- Thank you for your time and consideration this evening.
- We request approval of the Service Plan.

Contact

Matthew P. Ruhland
303.281.7212
mruhland@cegrlaw.com



COCKREL
ELA
GLESNE
GREHER &
RUHLAND

Contact

Matthew P. Ruhland
303.218.7212
mruhland@cegrlaw.com