



BOARD OF TRUSTEES

441 3rd Street, Mead
Monday, April 10, 2023

AGENDA

I. 6:00 p.m. to 10:00 p.m. REGULAR MEETING

In accordance with the Town's Remote Participation and Remote Meeting Policy adopted by the Board of Trustees on March 13, 2023 by Resolution No. 21-R-2023, remote participation will be allowed. The meeting link will be provided on the Town's website/designated posting place at least 24 hours prior to the meeting.

1. Call to Order – Roll Call

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

2. Moment of Silence

3. Pledge of Allegiance to the Flag

4. Review and Approve Agenda

5. Staff Report: Town Manager Report

[a.](#) Manager Report

6. Proclamations

[a.](#) National Work Zone Awareness Week April 17-21

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 March 27, 2023

[b.](#) March 2023 Aging Report

[c.](#) Check Register April 10, 2023

[d.](#) **Ordinance No. 1028** – An Ordinance of the Town of Mead, Colorado, Approving a Lease Agreement with Deere Credit, Inc. For The Lease of 2023 Wheel Loader With Option to Purchase

[e.](#) **Resolution No. 27-R-2023** – A Resolution of the Town of Mead, Colorado, Approving Change Order Nos. 27 and 28 to the Construction Agreement with Krische Construction Concerning Construction of the Public Works Facility

[f.](#) **Resolution No. 28-R-2023** – A Resolution of the Town of Mead, Colorado, Granting Conditional Acceptance of the Phase 1B Improvements (St. Acacius Subdivision – Replat No. 1)

[g.](#) **Resolution No. 29-R-2023** – A Resolution of the Town of Mead, Colorado, Accepting an Annexation Petition, Making Certain Findings of Fact, Finding Substantial Compliance for Such Petition, and Setting a Public Hearing for Property Known as the Buffalo Highlands Annexation Nos. 1-4

- h. **Resolution No. 30-R-2023** - A Resolution of the Town of Mead, Colorado, in Opposition to Statewide Land Use and Zoning Preemptions in Senate Bill 23-213

9. Public Hearing

a. Public Hearing Comcast

- i. **Ordinance No. 1029** – An Ordinance of the Town of Mead, Colorado, Approving a Cable Franchise Agreement With Comcast of Colorado IX, LLC, Locally Known as Comcast, and Authorizing the Mayor and Town Clerk to Execute the Franchise Agreement on Behalf of the Town

b. Public Hearing: Sugar Beet Solar (continued from 1/30)

- i. **Ordinance No. 1030** – An Ordinance of The Town of Mead, Colorado, Approving with Conditions the Sugar Beet Solar Planned Unit Development (PUD) Overlay/ Zoning Map Amendment
- ii. **Ordinance No. 1031** – An Ordinance of The Town of Mead, Colorado, Denying the Sugar Beet Solar Planned Unit Development (PUD) Overlay/ Zoning Map Amendment

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. Legislative Update

12. Elected Official Reports

- a. Town Trustees
- b. Mayor Whitlow

13. 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: April 10, 2023

SUBJECT: Town Manager Report

- CIRSA completed an annual GL and Risk Management Audit on March 29th. Staff training is up to date and appropriate policies/procedures are in place. CIRSA recommended refinements to some policies.
- The Town received a dividend check in the amount of \$19,210.00 from CEBT who provides the employee health benefits. The dividend is based on lower-than-expected claims since 2020.
- A Work Session to further discuss Home Rule has been scheduled for April 17, 2023 at 5:30 p.m. A tour of the Town including upcoming development projects has been scheduled for the Board of Trustees and the Town's committees/commissions on April 17, 2023 3:00 p.m. – 5:00 p.m.
- Demolition of the grain silo on the Community Center site is scheduled to start April 10 and will be completed in 2-3 weeks.
- Our School Resource Officers continue to collaborate with the students, faculty and staff at all three of the Mead schools. The partnership that we have forged with the Saint Vrain Valley School District and our Mead Police Department has helped to foster an atmosphere of trust and accountability throughout the schools.
- The boardroom/courtroom in Town Hall renovations have begun and will take approximately three months. The room will be remodeled to make important security and structural changes to better accommodate the Municipal Court and Board of Trustee and Planning Commission meetings. All of these meetings will be held remotely until the room is complete.
- Municipal Court is scheduled for April 20th, with 47 cases on the docket. Court will be held virtually with access through Zoom.
- Staff often receive calls about burn permits. Municipal Code only allows burn permits and open burning on land in active agricultural production and allows a small recreational fire pit in residential areas. The ditch companies and schools also have rights to burn on their properties. In addition to Municipal Code, open burning is not recommended in residential areas by MVFPD due to the current drought, dry conditions and the potential for spread in a residential neighborhood. Residents are referred to Mead Clean Up Days scheduled for May 5th and 6th.
- 2023 Spring Clean-Up Days are scheduled for Friday, May 5, 8:00 a.m. - 4:00 p.m. and Saturday, May 6, 8:00 a.m. - 12:00 p.m., at Mead Ponds. Residents are allowed one load of household trash and unlimited yard waste at no cost.
- The Board of Trustees has stood in unanimous opposition to Senate Bill SB 23-213, a State legislative bill intended to usurp local planning regulations and institute State mandated rules. A copy of the letter which was sent to the sponsors of the bill was also sent to all Mead residents. Residents are encouraged to write, email or call the elected state officials to voice their opinions. A copy of the letter is attached to this report.
- The annual Easter Egg hunt (EGGstravaganza) was held on Saturday, April 1. The event was very well attended, and the weather was fantastic. We want to thank Grand View Church for their help to make this event so successful.
- The new Agfinity Convenience Store and gas station are expected to open this month.
- Key projects update:
 - 3rd and Welker Intersection – The PUC applications for the railroad crossing improvements are being reviewed by the Town Attorney.

- Mead Community Center – The early bid package was released for the pre-engineered metal building. Proposals are due April 20.
- SH66 Pedestrian Crossing – The first public outreach effort was held at the EGGstravaganza Egg Hunt on April 1. The bi-weekly progress meeting with the design team was held on April 7.
- YTD totals for new single family home permits:
 - 2023 YTD: 22 SF Permits, 41 Certificates of Occupancy
- Boards and Commissions
 - The Planning Commission will join the Board of Trustees on the current active land use development site tour on April 17th. A hearing for Club Car Wash Conditional Use will be held at the regular meeting on April 19th. The Planning Commission still has a vacant alternate position. An applicant is expected to attend the next two meetings (April and May) prior to his application being considered by the Board of Trustees.
 - The Finance Committee receives monthly updates and has no scheduled in person meetings. The Committee has been asked to review the proposed Purchasing Policy revisions.
- Human Resources
 - The Town is advertising open positions using NeoGov recruiting platform <https://www.governmentjobs.com/careers/townofmead>
 - Open positions include Maintenance Tech I/II/III, and Police Officer. Interviews are underway for these open positions.

Community Development

- The Community Development team will be leading the current active land use development site tour for the Board of Trustees and Committees/Commissions on April 17th.
- The Club Car Wash Conditional Use will go before the Planning Commission on April 19th and the Board on May 8th.
- The Lawson Construction Site Plan is scheduled for the Board of Trustees consent agenda on April 24th.
- The Buffalo Highlands Annexation (Eligibility) and Zoning applications will go before the Planning Commission on May 17th and the Board on June 12th.

Public Works and Engineering

- Design efforts are underway for the WCR 38 culvert over the Farmer's Extension Canal east of I-25. Staff is investigating a possible partnership with the Turion development to anticipate future improvements that will affect the design.
- Staff reviewed design proposals for the Safe Routes to School project.
- The courtroom remodel is on track to begin demolition April 17. Removal of existing chairs, tables, audio/visual equipment, and appliances will start April 10.
- Staff released the annual concrete removal and replacement project for bid. Bids are due April 19. The asphalt patching and paving bid documents are currently being prepared.
- Public Works staff provided traffic control and supported the Eggstravaganza event at Founders Park on April 1.

Community Engagement

- [Mead CivicRec](#) has officially launched and is open for park rentals and program registrations.
- Summer Baseball is open for registration through May 19. Youth soccer teams will start league games on April 15 with six teams in each age division. Games will be hosted at Liberty Ranch.

- United Way of Weld County has awarded Mead Recreation \$2,500 for recreation program scholarships. The scholarship application is available on the website and CivicRec. An award reception and facility tour is scheduled for April 27 at the Erie Community Center.
- The Fishing is Fun Clinic has been scheduled with Colorado Parks and Wildlife on June 3 at Lorin Mead Park at Highland Lake.

Police Department

- The March Monthly Report is attached.
- The department is staffed at 14 sworn personnel out of the 16 authorized.
 - One Police Officer candidate is in backgrounds and interviews are scheduled for this week.
- The SRO vehicles are being re-vitalized to embrace school spirit in the graphics. St Vrain Valley School District is contributing to this project.
- Multiple officers assisting in completing training and drills at all Mead Schools. This includes active shooter drills for students and staff.



April 3, 2023

**Open Letter from the Mayor and All Members of the Board of Trustees of the Town of Mead
Regarding Local Control of Land Use Decisions**

The Board of Trustees of the Town of Mead strongly believes in the importance of local control, not only for residents of the Town, but residents across Colorado. In particular, the Town is concerned with specific efforts of the Colorado legislature to enact statewide legislation that would impinge on the Town's long held and legally established statutory authority to implement zoning and other measures to guide local land use determinations. Local control of zoning and land use decisions has been a cornerstone tenant throughout Colorado's history.

The Town of Mead's elected and appointed officials, staff and resident volunteers have worked hard and will continue to work hard to be a place where all residents are proud to call Mead home. The Town's vision statement (as set forth in our Comprehensive Plan) is:

"A First-Choice Quality of Life Community set at the base of the Rockies, the Town of Mead is founded on its small-town community character, diverse economy, friendly neighborhoods, strong connectivity, dynamic parks, recreation and open space, expansive natural and agrarian setting and thoughtful community planning, facilities and services."

At its root, the proposed legislation (SB 23-213) aims to strip away the ability of the Town to continue to plan in a thoughtful and deliberate manner.

Enclosed is a letter from Mayor Colleen Whitlow on this topic (addressed to the Governor and other members of the State legislature) which is supported by all members of the Board of Trustees.

Each community has its own unique needs and challenges, and local governments should be empowered to make decisions that best serve their constituents. More information on SB 23-213 may be found here: <https://www.cml.org/home/advocacy-legal/sb23-213-land-use>





April 3, 2023

SENT VIA EMAIL

The Honorable Jared Polis, Governor of the State of Colorado
State Capitol Building
200 E. Colfax Avenue, Room 136
Denver, CO 80203

Members of the Senate Local Government and Housing Committee
Colorado General Assembly
State Capitol Building
200 E. Colfax Avenue
Denver, CO 80203

Re: SB 23-213, Concerning Land Use Requirements

Dear Governor Polis and Members of the State Local Government and Housing Committee:

My name is Colleen Whitlow, and I am writing to you in my capacity as the Mayor of the Town of Mead, Colorado to express some significant concerns with SB 23-213 which is scheduled to be heard by the Senate Local Government and Housing Committee on April 6, 2023.

The Town of Mead is a growing and inclusive community located in the heart of Northern Colorado, within commuting distance of Denver, Fort Collins, Boulder, and Longmont. The Town is bisected by both Interstate 25 and Highway 66 – the southern scenic gateway into Rocky Mountain National Park.

I am a small business owner and entrepreneur and have lived in Mead for more than two decades. I am also a 10-year military veteran who was stationed at both Clark Air Force Base and Langley Air Force Base while supporting Operation Desert Shield and Operation Desert Storm.

Here are some of the major issues with SB 23-213:



- The bill removes the legislative discretion of the Town’s elected Board of Trustees to make zoning decisions. Residents of the Town elect the Board members to apply their best legislative judgment to rezoning decisions based on certain criteria including consistency with the Town’s Comprehensive Plan, compatibility or harmony of surrounding land uses and development, or whether the area requested for rezoning has changed or is changing to such a degree that it is in the public interest to encourage development or redevelopment of a specific area.
- The bill’s articulated goal is to increase the availability of affordable housing, but the bill lacks any clear path toward ensuring that additional housing units will be (or remain) affordable.
- The bill includes significant and burdensome reporting requirements for local governments and is another example of an “unfunded mandate” from the State. For many communities in Colorado, the financial burden of complying with these reporting requirements will be significant. This money is better spent on improving roads, parks, other community infrastructure, or studying how best the Town can work in cooperation with other communities in Northern Colorado to address affordable housing and then implementing these strategies in a manner that will ensure success.
- The bill’s preemptions of local land use authority include the concept of a “use by right,” meaning that Town officials will be prohibited from exercising traditional decision-making authority on land use and zoning matters.
- The bill largely exempts Counties from the regulations. Incorporated areas (Cities and Towns) are subject to the bill’s requirements, but unincorporated areas are not.
- The bill includes broad and careless language that will likely result in significant unintended consequences and expose the Town to significant risk. Each of the bill’s zoning preemptions includes language that would prohibit municipalities from amending, developing, or even interpreting a local law “in a manner that would interfere with the intent” [of the bill].



- The bill includes language to streamline the process for the erection of “manufactured” housing. Specifically, the bill removes language from existing state law that ensures local authority to apply consistent zoning, development, aesthetic, and historical standards to both site-built homes and manufactured housing.
- The bill shifts the burden and responsibility of traditional local decisions to a state agency (DOLA), thus removing local accountability to voters.
- The bill allows the character of neighborhoods to be significantly compromised by forcing incompatible land-uses directly adjacent to single-family homes.

The Town of Mead’s elected officials, staff and residents have worked hard and will continue to work hard to be a place where all residents are proud to call Mead home. The Town’s vision statement is:

“A First-Choice Quality of Life Community set at the base of the Rockies, the Town of Mead is founded on its small-town community character, diverse economy, friendly neighborhoods, strong connectivity, dynamic parks, recreation and open space, expansive natural and agrarian setting and **thoughtful community planning**, facilities and services.”

At its root, the proposed bill aims to strip away the ability of the Town to continue to plan in a thoughtful and deliberate manner. Cities and towns across Colorado work hard to manage their own growth and zoning in a responsible fashion. If SB 23-213 ultimately passes, I believe that we will see residential developers move to erect middle housing (duplexes, tri-plexes, six-plexes, etc.) in places where residents have never had reason to suspect these types of buildings would exist.

Given that the bill exempts certain developments from having to comply with parking (or other important infrastructure concurrency requirements) our streets will become more congested and other infrastructure compromised. Ultimately, developers will make more money and residents across the state may end up living next to something that they never thought would. All without any assurance of long-term affordability of housing units. Residents will be angry. Property values will drop. Homeowners' equity will dry up.



The entire bill reflects the sponsors' belief that they (and the State) know far more about what's best for the quality of life in the Town of Mead than our own citizens do. Shifting important local land-use decisions away from the Town's elected and appointed officials to a State bureaucratic entity that has no day-to-day interaction with the families that live here and the businesses that do business here is not a good plan.

I am urging you to vote "no" on 23-213 and respectfully request that the Governor's office and proponents of the bill work in partnership with municipal leaders and affordable housing advocates across the state to find a better solution.

Sincerely,

Colleen Whitlow

Mayor, Town of Mead

cc: Board of Trustees
Sen. Sonya Jaquez Lewis (sonya.jaquez.lewis.senate@coleg.gov)
Sen. Tony Exum (tony.exum.senate@coleg.gov)
Sen. Julie Gonzales (julie.gonzales.senate@coleg.gov)
Sen. Byron Pelton (byron.pelton.senate@coleg.gov)
Sen. Rod Pelton (rod.pelton.senate@coleg.gov)
Sen. Janice Rich (janicerichsd7@gmail.com)
Sen. Dylan Roberts (dylan.roberts.senate@coleg.gov)
Sen. Barbara Kirkmeyer (Senate District 23) (Barbara.kirkmeyer.senate@coleg.gov)
Rep. Ryan Armagost (House District 64) (ryan.armagost.house@coleg.gov)
Town Manager
Town Attorney



Mead Police Department

Monthly Activity - March 2023

Total Calls for Service (CFS) = 590

Traffic Contacts/Complaints: 114 total, 33 citations, 95 warnings

Arrests: 10

Crashes: 30

Motorist Assists: 10

Code: 31 total (parking, abandoned vehicles, animal, etc.)

Alarm Calls: 22

Wellbeing Check: 19

Fire/Medical: 7

STAFFING:

Sergeants Ellis (Blue Side), Holmen (Red Side), and Officers Cramblet, Hansen, Lima, Palmer, Patton, Rollins, and Synn are working patrol.

Officers Barker and Salazar are assigned to Mead Schools as an SROs.

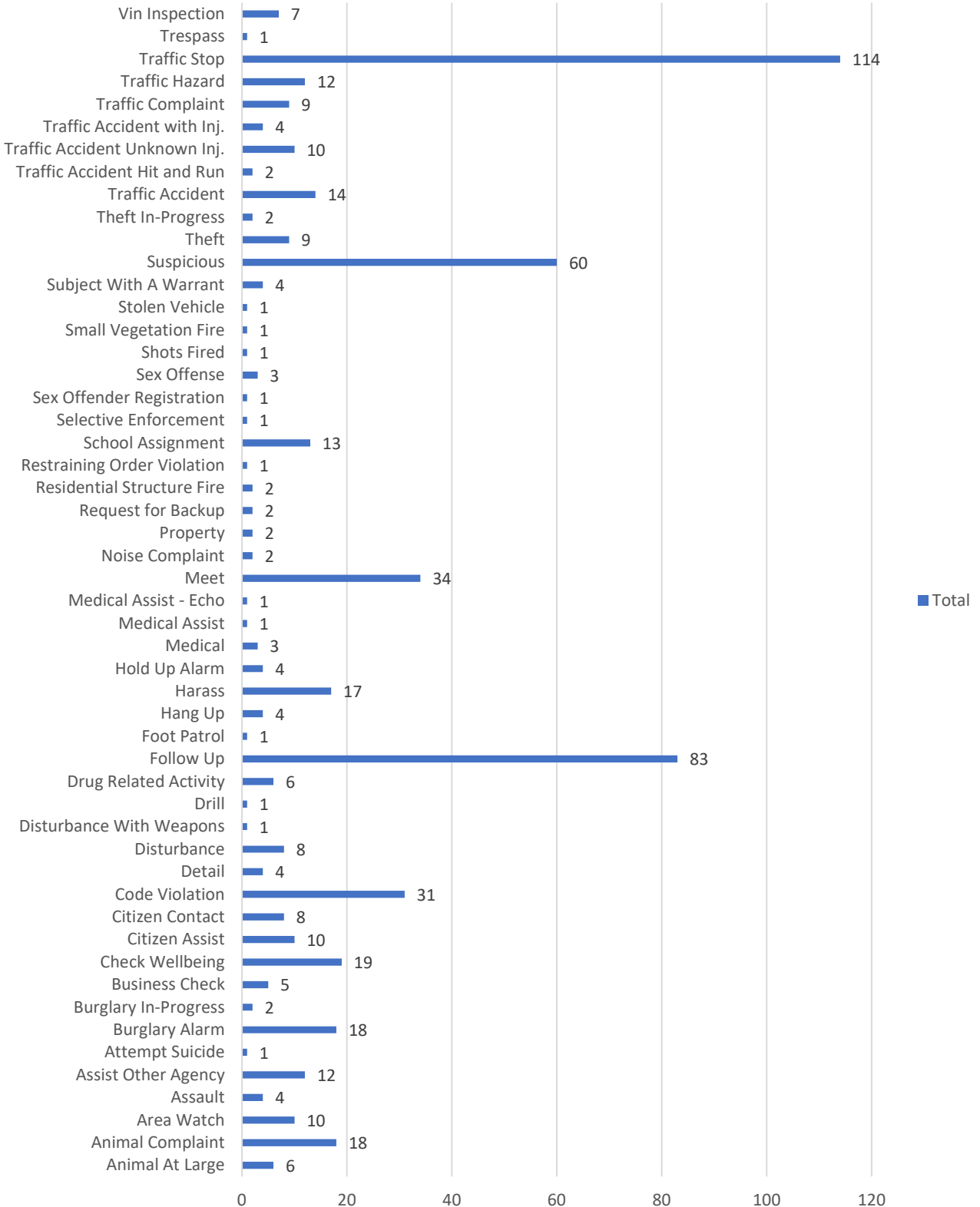
Community Service Officer position is vacant.

Administrative Technician Madison McCullough and Michelle Rae in Administration, Records, and Evidence.

TRAINING:

Use of Force Scenarios – All Officers

Mead Police Department Calls for Service March 1st -March 31st 2023



NOTABLE CALLS FOR SERVICE:

Crash – Highway 66 / WCR 7 – 23ML00112 – 03/01/2023

Two vehicle, non-injury, rear-end crash.

Harassment – Mead High School – 23ML00113 – 03/01/2023

Disturbance - Mead High School – 23ML00114 – 03/01/2023

Two students cited for fighting.

Welfare Check – 501-547 Main Street – 23ML00116 – 03/01/2023

Check welfare of adult male.

Sex Offense – Mead Middle School – 23ML00117 – 03/02/2023

Under investigation.

Code Violation – 4444 Ritchie Dr – 23ML00118 – 03/02/2023

Prairie dog violation, warning issued.

Animal Complaint – [REDACTED] Fox Tail Ct – 23ML00119 – 03/04/2023

Injured animal investigated.

Burglary – 4327 Highway 66 – 23ML00120 – 03/05/2023

Smash and grab burglary to liquor store. Under investigation.

Crash – MM 42 / Highway 66 – 23ML00121 – 03/05/2023

Two vehicle T-bone non-injury crash.

Disturbance – Homestead Dr – 23ML00122 – 03/06/2023

Family disturbance.

Drugs – Mead High School – 23ML00123 – 03/06-2023

Student issued a citation.

Crash – 5301-5993 Highway 66 – 23ML00124 – 03/07/2023

Single vehicle roll-over crash with injuries.

Harass – Mead High School – 23ML00125 – 03/08/2023

Under investigation.

Drug Related Activity – Mead High School – 23ML00127 – 03/09/2023

Student cited for tobacco use.

Medical Assist – Vale View Lane – 23ML00128 – 03/09/2023

Death investigation.

Code Violation – [REDACTED] 1st Street – 23ML00129 – 03/10/2023

Chicken permit checked, no violation.

Restraining Order Violation – Highway 66 / Interstate 25 Ramp S – 23ML00130 – 03/10/2023
Vehicle contacted and occupant arrested on restraining order violation.

Traffic Stop – Highway 66 / Interstate 25 Ramp N – 23ML00131 – 03/11/2023
Vehicle stop for moving violation, driver arrested on active warrants.

Check Wellbeing – Settler Ridge Drive – 23ML00135 – 03/11/2023
Disturbance investigated resulting in no charges.

Theft – 3700 block Highland Drive – 23ML00132 – 03/12/2023
Catalytic converter stolen off of vehicle.

Theft – Highway 66 / WCR 5 – 23ML00133 – 03/13/2023
Construction site broken into and equipment stolen.

Theft – Mead – 23ML00138 – 03/14/2023
Credit card fraud.

Theft In-Progress – Sugar Mill – 23ML00140 – 03/14/2023
Subjects reported for prior theft, caught in the act of stealing from store. Two arrested.

Warrant – Sugar Mill – 23ML00141 – 03/14/2023
One of the subjects from the above theft was transported to jail on an active warrant.

Crash – Highway 66 / WCR 5 – 23ML00142 – 03/14/2023
Two vehicle non-injury crash.

Crash – Interstate 25 SB / Highway 66 – 23ML00143 – 03/16/2023
Single vehicle, non-injury.

Code Violation – [REDACTED] Cinnamon Circle – 23ML00144 – 03/16/2023
Chicken permit inspection.

Code Violation – [REDACTED] Hunters Ridge Drive – 23ML00145 – 03/16/2023
Chicken permit inspection.

Code Violation – [REDACTED] Jarrett Drive – 23ML00146 – 03/16/2023
Chicken permit inspection.

Code Violation – [REDACTED] Jarrett Drive – 23ML00147 – 03/16/2023
Chicken permit inspection.

Crash – MM246 I 25 NB – 23ML00148 – 03/17/2023
Single vehicle rollover, non-injury.

Disturbance – [REDACTED] WCR 7 – 23ML00150 – 03/17/2023
Fight between students.

Assault – ■■■ 3rd Street – 23ML00149 – 03/17/2023
Fight between employees, resulting in injury.

Assault – 2400 block of Pineywood Street – 23ML00151 – 03/18/2023
Under investigation.

Animal – North Creek Circle – 23ML00152 – 03/18/2023
Missing dog located safe and sound.

Crash – 15100 Colorado Blvd. – 23ML00153 – 03/18/2023
Two vehicle, rear-end, non-injury.

Crash – WCR 38 / Margil Rd. – 23ML00154 – 03/19/2023
Two vehicle, non-injury.

Crash – 4289 WCR 28 – 23ML00155 – 03/19/2023
Two vehicle, non-injury.

Disturbance – North Creek Cir. – 23ML00157 – 03/19/2023
Trespass and possible burglary. Under investigation.

Sex Offender Registration – ■■■ Main Street – 23ML00156 – 03/19/2023
Registration completed.

Drug Related Activity – Mead – 23ML00158 – 03/19/2023
Suspected drug activity reported. Under investigation.

Stolen Vehicle Recovery/Arrest – WCR 34 / Interstate 25 – 23ML00159 – 03/20/2023
Stolen vehicle recovered and occupant arrested.

Animal Complaint – Willow Drive – 23ML00160 – 03/20/2023
Under investigation.

Theft – Park and Ride – 23ML00161 – 03/20/2023
Vehicle broken into and items stolen.

Disturbance – Grand View Circle – 23ML00163 – 03/22/2023
Officers responded to altercation between family members.

Shots Fired – Highway 66 / WCR 5 – 23ML00164 – 03/24/2023
Road rage ended with shots being fired at victims vehicle causing damage.

Crash – Colorado Blvd / Highway 66 – 23ML00165 – 03/25/2023
Two vehicles, with injuries.

Crash – Highway 66 / Interstate 25 SB – 23ML00167 – 03/27/2023
Two vehicles, with injuries.

Traffic Accident Hit and Run – 537 Main Street – 23ML00168 – 03/27/2023
Two vehicles, non-injury, one vehicle fled the scene.

Property – 500 block of Main Street – 23ML00170 – 03/27/2023
Found license plate turned in.

Crash – Highway 66 / Mead Street – 23ML00172 – 03/29/2023
Two vehicles, non-injury.

Crash – 3rd Street / Welker Ave – 23ML00173 – 03/29/2023
Two vehicles, non-injury.

Crash – 520 Welker Ave – 23ML00174 – 03/29/2023
Parked vehicle struck, non-injury.

Subject with a Warrant – Highway 66 / WCR 9.5 – 23ML00175 – 03/30/2023
Person contacted for traffic violation and arrested on active warrant.

Code Violation – ■■■ Hunters Cove Road – 23ML00177 – 03/30/2023
Chicken permit inspection.

Code Violation – ■■■ Adams Avenue – 23ML00178 – 03/30/2023
Chicken permit inspection.

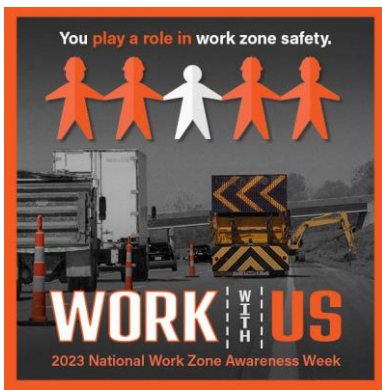
Code Violation – ■■■ Adams Avenue – 23ML00179 – 03/30/2023
Chicken permit inspection.

Subject with a Warrant – ■■■ Pacific Circle – 23ML00180 – 03/30/2023
Subject contacted and arrested on active warrant.

Assisted Other Agency – 2500 block of Serena Dr – 23ML00181 – 03/30/2023
Recovered stolen vehicle.

Crash – WCR 9.5 / WCR 28 – 23ML00182 – 03/31/2023
Two vehicles, non-injury.

Check Wellbeing – ■■■ Main Street – 23ML00183 – 03/31/2023
Check completed at the request of other agency.



PROCLAMATION
National Work Zone Awareness Week
April 17 - 21, 2023

WHEREAS, National Work Zone Awareness Week is an annual spring campaign held at the start of the construction season to encourage safe driving and bring national attention to motorist and worker safety and mobility issues in work zones; and

WHEREAS, the theme for the 2023 National Work Zone Awareness Week is “You play a role in work zone safety. Work with us.”; and

WHEREAS, Work Zones are a sign to slow down and use extra caution; and

WHEREAS, in 2020, 117 workers died in work zones making it important for drivers to slow down and stay focused while approaching and passing through a roadway work zone;

NOW, THEREFORE, I, Colleen Whitlow, Mayor, of the Town of Mead, do hereby proclaim April 17 - 21, 2023, as National Work Zone Awareness Week and encourage all residents to pay attention, slow down and Go Orange for work zone safety.

Given under my hand and Seal of the Town of Mead, Colorado
On this 10th day of April 2023

Colleen G. Whitlow
Mayor



BOARD OF TRUSTEES

441 3rd Street, Mead
Monday, March 27, 2023

MINUTES

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

Work Session: Organizational Updates

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

REGULAR MEETING

1. Call to Order – Roll Call

Mayor Colleen Whitlow called the Regular Meeting of the Board of Trustees to order at 6:10 p.m.

Remote participation was allowed through Zoom in accordance with the Town's Remote Participation and Remote Meeting Policy adopted by the Board of Trustees on March 13, 2023 by Resolution No. 21-R-2023

Present

Mayor Colleen Whitlow
Mayor Pro Tem Chris Cartwright
Trustee David Adams (via virtual access, arrived in person at 6:41 p.m.)
Trustee Trisha Harris
Trustee Chris Parr
Trustee Herman Schranz

Absent

Trustee Debra Brodhead

Also present: Town Manager Helen Migchelbrink; Administrative Services Director Mary Strutt; Police Chief Brent Newbanks; Deputy Town Engineer Robyn Brown; Community Development Director Jason Bradford; Town Attorney Marcus McAskin
Attending via virtual access: members of the public.

2. Moment of Silence

Mayor Whitlow requested the observance of a moment of silence for those affected by today's events in Pennsylvania and Tennessee.

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 Parr, to approve the agenda. Motion carried 6-0, on a roll call vote.

5. Staff Report: Town Manager Report

a. Manager Report

Town Manager Helen Migchelbrink discussed Board of Trustees development tour and Home Rule work session, both scheduled for 4/17; CML Legislative Update April 7 and Town Hall meeting March 29; and temporary space for meetings when Town Hall under construction.

6. Proclamations

a. National Vietnam War Veterans Day March 29, 2023

Motion was made by Mayor Pro Tem Cartwright, seconded by Trustee Schranz, to approve the signing of the proclamation for Vietnam War Veterans Day March 29, 2023. Motion carried 6-0, on a roll call vote.

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.

Resident Andrea Lee provided information regarding pickleball court sizes which will be given to the Community Engagement Director.

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 March 13, 2023
- b. February 2023 Financials
- c. Check Register March 27, 2023
- d. **Resolution No. 23-R-2023** – A Resolution of the Town of Mead, Colorado, Approving 2023 Extension of the Agreement for Professional Services with National Power Rodding Corporation for Sanitary Sewer and Culvert Cleaning and Inspection Services
- e. **Resolution No. 24-R-2023** - A Resolution of the Town of Mead, Colorado, Approving an Agreement for Professional Services with Next Step Communications, LLC for Installation of the Audio, Video and Microphone Systems for the Courtroom Remodel Project at Town Hall
- f. **Resolution No. 25-R-2023** – A Resolution of the Town of Mead, Colorado, Approving Settlements with Opioid Manufacturers and Distributors and Authorizing the Town Manager or her Designee to Execute Related Settlement Participation Forms
- g. **Resolution No. 26-R-2023** – A Resolution of the Town of Mead, Colorado, Revising the Police Department Fee Schedule and Updating the Town Comprehensive Fee Schedule

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

9. Public Hearing

- a. **Combined Public Hearing: Turion South Planned Unit Development (PUD) Zoning and Development Agreement Pertaining to Vested Property Rights**

Mayor Whitlow opened the public hearing at 6:22 p.m.

Town Attorney asked the applicant's permission to hold the hearing with remote participation. Applicant affirmed and submitted confirmation via email.

Community Development Director Jason Bradford presented the staff report regarding the Turion South PUD zoning and the development agreement.

Trustee Adams arrived at the meeting in person at 6:41 p.m. and disconnected from virtual access.

Becky Zimmerman, Design Workshop, presented on behalf of the applicant. Ms. Zimmerman discussed the development concept which includes housing, commercial, sustainability and mobility goals.

There was no public comment at this time.

The Board discussed traffic (including I-25 interchange and WCR 9.5), vested property rights, phases, water and timeline.

- i. **Ordinance No. 1025** – An Ordinance of the Town of Mead, Colorado, Approving the Turion South Planned Unit Development (PUD) Zoning Amendment with Standard Conditions

Motion was made by Trustee Schranz, seconded by Trustee Adams, to adopt Ordinance No. 1025 – An Ordinance of the Town of Mead, Colorado, Approving the Turion South Planned Unit Development (PUD) Zoning Amendment with Standard Conditions based on the findings set forth in the Agenda Item Summary report prepared for the March 27, 2023, continued public hearing and other evidence considered at the hearing. Motion carried 6-0, on a roll call vote.

- ii. **Ordinance No. 1026** – An Ordinance of the Town of Mead, Colorado, Approving the Development Agreement Pertaining to Vested Property Rights with Front Range Investment Holdings, LLC

Motion was made by Mayor Pro Tem Cartwright, seconded by Trustee Parr, to adopt Ordinance No. 1026 – An Ordinance of the Town of Mead, Colorado, Approving the Development Agreement Pertaining to Vested Property Rights with Front Range Investment Holdings, LLC, based on the findings set forth in the Agenda Item Summary report prepared for the March 27, 2023, continued public hearing and other evidence considered at the hearing. Motion carried 6-0, on a roll call vote.

Mayor Whitlow closed the public hearing at 7:18 p.m.

10. New Business

- a. **Ordinance No. 1027** – An Ordinance of the Town of Mead, Colorado, Repealing and Replacing Chapter 5 of the *Mead Municipal Code* Concerning the Application Process for Franchises and Relocating Article V of Chapter 5 Concerning the Town’s Telephone Utility Tax to a New Article VIII in Chapter 4 of the Municipal Code

Town Attorney Marcus McAskin discussed changes to the Mead Municipal Code relating to franchise agreements.

Motion was made by Trustee Harris, seconded by Trustee Adams, to adopt Ordinance No. 1027 – An Ordinance of the Town of Mead, Colorado, Repealing and Replacing Chapter 5 of the Mead Municipal Code Concerning the Application Process for Franchises and Relocating Article V of Chapter 5 Concerning the Town’s Telephone Utility Tax to a New Article VIII in Chapter 4 of the Municipal Code. Motion carried 6-0, on a roll call vote.

11. **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.

There was no public comment at this time.

12. Legislative Update

Town Attorney Marcus McAskin discussed proposed legislation SB23-213 regarding affordable housing and zoning regulations. The consensus of the Board was to submit a letter in opposition of this bill.

The Board requested more information on HB23-1101 regarding regional transit.

13. Elected Official Reports

- a. Town Trustees

The Board discussed speed limit signs on WCR 7 and on Welker.

- b. Mayor Whitlow

Mayor Whitlow reminded all to attend Coffee with the Mayor and the Easter Egg Hunt on Saturday April 1st.

14. **Executive Session** - Pursuant to C.R.S. Section 24-6-402(4)(e) to develop strategy for negotiations and to instruct negotiators regarding proposed terms of development agreement with Enyo Power Partners, LLC

Motion was made by Trustee Harris, seconded by Trustee Schranz, to enter into executive session pursuant to C.R.S. Section 24-6-402(4)(e) to develop strategy for negotiations and to instruct negotiators regarding proposed terms of development agreement with Enyo Power Partners, LLC. Motion carried 6-0, on a roll call vote.

Mayor Whitlow convened the Executive Session at 8:05 p.m.

The Board returned to the Regular Meeting from Executive Session at 9:52 p.m. Those present for the Executive Session were Mayor Whitlow, Trustees Adams, Cartwright, Harris, Parr and Schranz, Town Attorney Marcus McAskin, Town Manager Helen Migchelbrink, Administrative Services Director Mary Strutt, and Community Development Director Jason Bradford.

RECONVENE REGULAR MEETING

15. Executive Session Action Items

There were no further action items.

16. Adjournment

Motion was made by Trustee Schranz, seconded by Mayor Pro Tem Cartwright, 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 9:54 p.m. on Monday, March 27, 2023.

Colleen G. Whitlow, Mayor

ATTEST:

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
45	Mead Development Group, Inc.	1,255.50-	-	-	-	-	130.00-	-	1,125.50-
162	Mead High School	680.00	-	680.00	-	-	-	-	-
214	Mead Towne Center	5,750.00	-	-	-	-	-	-	5,750.00
239	Gopher Gulch	1,819.00-	-	-	-	-	-	-	1,819.00-
256	Prosper Land & Development LLC	2,737.50	-	130.00	2,607.50	-	-	-	-
259	Scannell Properties	15,345.59-	-	97.50-	-	-	-	-	15,248.09-
263	Eagle Development	1,906.75-	-	-	-	-	-	-	1,906.75-
270	Highland Development Services Inc	1,434.71	-	4,797.29-	-	-	-	-	6,232.00
277	Front Range Investment Holdings LLC	18,513.53	-	6,869.81	11,643.72	-	-	-	-
280	Benson Farms - MD	2,430.25-	-	-	-	-	-	-	2,430.25-
283	Hylandtown/ Weld County Land Investors	1,177.50	-	1,047.50	130.00	-	-	-	-
285	Boulder Scientific Company, LLC	2,649.00-	-	-	-	-	650.00-	-	1,999.00-
287	Eagle Development LRMD	1,855.00-	-	-	-	-	-	-	1,855.00-
290	Forestar Real Estate Group	3,115.00-	-	-	3,115.00-	-	-	-	-
291	Western Meadows HOA	2,771.72	-	2,771.72	-	-	-	-	-
292	BREG Industrial Development	12,855.73	-	263.61	3,699.51	3,762.27	-	5,130.34	-
293	Equinox Mead, LLC	623.68	-	-	623.68	-	-	-	-
294	QuikTrip Corp	10,080.29	-	2,708.25	670.64	673.67	-	3,277.50	2,750.23
296	Silver Point Development	3,625.05	-	1,875.22	1,749.83	-	-	-	-
297	Meadow Ridge Development, Inc	11,278.59-	-	-	11,278.59-	-	-	-	-
298	Century Land Holdings LLC	2,915.00	-	2,915.00	-	-	-	-	-
301	BREG Industrial Devel. c/o Broe Real Es	2,631.56	-	169.68	2,461.88	-	-	-	-
318	Mead Investor LLC	1,802.22	-	66.66	-	1,098.38	-	637.18	-
319	Lawson Construction	9,125.61	-	544.39	856.48	525.20	-	2,601.50	4,598.04
320	Lorson South Land Corp c/o Landhuis C	1,558.79	-	984.75	574.04	-	-	-	-
321	Westside Investment Partners	2,792.75	-	2,792.75	-	-	-	-	-
323	Enyo Power Partners, LLC	4,187.79	-	2,057.95	2,129.84	-	-	-	-
325	Red Barn Metropolitan District	826.94	-	-	-	-	386.33	349.71	90.90
326	AMK Properties LLC	5,102.33	5,102.33	-	-	-	-	-	-
328	Homerun Properties LLC	7,620.20	1,783.41	3,335.02	-	2,501.77	-	-	-
329	Club Car Wash Operating LLC	3,993.50	3,993.50	-	-	-	-	-	-
330	TCA Construction	1,177.16	169.68	1,007.48	-	-	-	-	-
331	Mountain Legacy LLC	90.90	90.90	-	-	-	-	-	-
Grand Totals:		62,419.78	11,139.82	25,325.00	12,753.53	8,561.29	393.67-	11,996.23	6,962.42-

Report Criteria:

Report type: GL detail

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
04/23	04/10/2023	36364	ADAMSON POLICE PRODUCTS	INV392402	01-42-5254	Uniform	40.49
04/23	04/10/2023	36364	ADAMSON POLICE PRODUCTS	INV392836	01-42-5254	Uniform	229.38
04/23	04/10/2023	36364	ADAMSON POLICE PRODUCTS	INV392848	01-42-5254	Uniform	136.75
04/23	04/10/2023	36364	ADAMSON POLICE PRODUCTS	INV393182	01-42-5254	Uniform	22.45
04/23	04/10/2023	36364	ADAMSON POLICE PRODUCTS	INV393629	01-42-5254	Patches	15.00
Total 36364:							444.07
04/23	04/10/2023	36365	ADRIENNE WRIGHT	03312023	01-41-5700	BOT Meeting 03272023	67.19
Total 36365:							67.19
04/23	04/10/2023	36366	Alerus	78513	01-40-5068	FSA Administration March 2023	175.00
Total 36366:							175.00
04/23	04/10/2023	36367	All Copy Products, Inc.	AR3865991	01-47-5315	Copies	40.25
Total 36367:							40.25
04/23	04/10/2023	36368	AMAZON CAPITAL SERVICES	14HQ-9WD1-	01-49-5262	Event Yard Games	648.98
04/23	04/10/2023	36368	AMAZON CAPITAL SERVICES	14JQ-DCWT-	01-42-5210	Credit for Inv#1T76-66X9-PPFM - suppli	44.99-
04/23	04/10/2023	36368	AMAZON CAPITAL SERVICES	16TD-TXRM-	01-40-5210	SUPPLIES	69.28
04/23	04/10/2023	36368	AMAZON CAPITAL SERVICES	1FFH-V9KC-	01-47-5201	COMPUTER/TECHNOLOGY	37.60
04/23	04/10/2023	36368	AMAZON CAPITAL SERVICES	1G7R-WR17-	01-40-5416	Passport supplies	39.98
04/23	04/10/2023	36368	AMAZON CAPITAL SERVICES	1G7R-WR17-	01-40-5200	Supplies	67.89
04/23	04/10/2023	36368	AMAZON CAPITAL SERVICES	1G7R-WR17-	01-42-5200	Supplies	79.16
04/23	04/10/2023	36368	AMAZON CAPITAL SERVICES	1GW1-MHM	01-42-5210	SUPPLIES	42.60
04/23	04/10/2023	36368	AMAZON CAPITAL SERVICES	1NFQ-CDKD	01-42-5210	Supplies	23.60
04/23	04/10/2023	36368	AMAZON CAPITAL SERVICES	1PL7-PFG6-	01-42-5255	Equipment	25.73
04/23	04/10/2023	36368	AMAZON CAPITAL SERVICES	1QY9-RTFD-	01-42-5210	Supplies	30.22
04/23	04/10/2023	36368	AMAZON CAPITAL SERVICES	1TP1-YXN3-	01-42-5210	SUPPLIES	152.94
04/23	04/10/2023	36368	AMAZON CAPITAL SERVICES	1W7N-9M14-	01-49-5201	CHARGING CORD	16.70
04/23	04/10/2023	36368	AMAZON CAPITAL SERVICES	1WPD-7YW	01-47-5210	Operating Supplies	81.98
Total 36368:							1,271.67
04/23	04/10/2023	36369	Angel Armor LLC	INV5935	01-42-5254	UNIFORMS	1,085.99
04/23	04/10/2023	36369	Angel Armor LLC	INV5936	01-42-5254	UNIFORMS	50.25
Total 36369:							1,136.24
04/23	04/10/2023	36370	BUCKEYE WELDING SUPPLY C	05077595	01-45-5369	Cylinder Rental	7.65
Total 36370:							7.65
04/23	04/10/2023	36371	CARDMEMBER SERVICE	1368 032423	01-49-5236	Business welcome bag gift card	50.00
04/23	04/10/2023	36371	CARDMEMBER SERVICE	1368 032423	01-49-5260	Storage Ames	377.91
04/23	04/10/2023	36371	CARDMEMBER SERVICE	1368 032423	01-49-5203	logo setup	29.00
04/23	04/10/2023	36371	CARDMEMBER SERVICE	1368 032423	01-49-5260	Ice	11.56
04/23	04/10/2023	36371	CARDMEMBER SERVICE	1368 032423	01-49-5260	Storage Ames	599.80
04/23	04/10/2023	36371	CARDMEMBER SERVICE	1368 032423	01-49-5260	Rec Kickoff	335.95
04/23	04/10/2023	36371	CARDMEMBER SERVICE	1368 032423	01-49-5349	wellness subscription	140.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
04/23	04/10/2023	36371	CARDMEMBER SERVICE	1368 032423	01-49-5262	Egg Hunt	194.99
04/23	04/10/2023	36371	CARDMEMBER SERVICE	1368 032423	01-49-5260	Baseball Hats	2,463.66
04/23	04/10/2023	36371	CARDMEMBER SERVICE	1368 032423	01-49-5330	PIO Conference	115.26
04/23	04/10/2023	36371	CARDMEMBER SERVICE	1368 032423	01-49-5330	PIO Conference	388.96
04/23	04/10/2023	36371	CARDMEMBER SERVICE	1368 032423	01-49-5331	Newsletter Subscription	20.00
04/23	04/10/2023	36371	CARDMEMBER SERVICE	1368 032423	01-49-5262	Egg Hunt	1,638.83
04/23	04/10/2023	36371	CARDMEMBER SERVICE	1368 032423	01-49-5265	Senior Lunch	29.24
04/23	04/10/2023	36371	CARDMEMBER SERVICE	1368 032423	01-49-5700	software transaction testing	77.40
04/23	04/10/2023	36371	CARDMEMBER SERVICE	1368 032423	01-49-5700	software transaction testing	180.60
04/23	04/10/2023	36371	CARDMEMBER SERVICE	1368 032423	01-49-5330	Coordinator Training	45.00
04/23	04/10/2023	36371	CARDMEMBER SERVICE	1368 032423	01-49-5700	software transaction testing	75.00-
04/23	04/10/2023	36371	CARDMEMBER SERVICE	1368 032423	01-49-5700	software transaction testing	175.00-
04/23	04/10/2023	36371	CARDMEMBER SERVICE	1368 032423	01-49-5201	Thinkpad-Rec & Events	1,100.00
04/23	04/10/2023	36371	CARDMEMBER SERVICE	1368 032423	01-49-5331	URL Subscription	35.00
04/23	04/10/2023	36371	CARDMEMBER SERVICE	1368 032423	01-49-5203	apparel	154.67
04/23	04/10/2023	36371	CARDMEMBER SERVICE	1368 032423	01-40-5331	TOM Zoom subscription	299.80
04/23	04/10/2023	36371	CARDMEMBER SERVICE	1368 032423	01-49-5203	apparel	278.45
04/23	04/10/2023	36371	CARDMEMBER SERVICE	1454 032423	01-43-5700	Meeting w Turion Applicant, Town Staff,	144.56
04/23	04/10/2023	36371	CARDMEMBER SERVICE	1454 032423	01-40-5212	Plastic Covers for maps	613.22
04/23	04/10/2023	36371	CARDMEMBER SERVICE	1454 032423	01-47-5212	Plastic Covers for maps	613.22
04/23	04/10/2023	36371	CARDMEMBER SERVICE	1454 032423	01-42-5210	Plastic Covers for maps	204.42
04/23	04/10/2023	36371	CARDMEMBER SERVICE	1454 032423	01-43-5201	Monitor - KEC	361.40
04/23	04/10/2023	36371	CARDMEMBER SERVICE	1454 032423	01-43-5700	DRC Meeting	37.57
04/23	04/10/2023	36371	CARDMEMBER SERVICE	1454 032423	01-43-5330	PC Training	17.86
04/23	04/10/2023	36371	CARDMEMBER SERVICE	1454 032423	01-43-5330	PC Training	270.63
04/23	04/10/2023	36371	CARDMEMBER SERVICE	3514 032423	01-40-5331	Dropbox Renewal	540.00
04/23	04/10/2023	36371	CARDMEMBER SERVICE	3514 032423	01-40-5700	Regional Issue Discussion	33.36
04/23	04/10/2023	36371	CARDMEMBER SERVICE	3514 032423	01-40-5700	Management Team Building	157.32
04/23	04/10/2023	36371	CARDMEMBER SERVICE	3514 032423	01-40-5331	Subscription - Greeley Tribune - No Rece	14.99
04/23	04/10/2023	36371	CARDMEMBER SERVICE	3514 032423	01-40-5331	Subscription - Coloradoan - No Receipt	6.99
04/23	04/10/2023	36371	CARDMEMBER SERVICE	3514 032423	01-47-5330	Conference - DK	5.80
04/23	04/10/2023	36371	CARDMEMBER SERVICE	3514 032423	01-42-5330	PD Training - BS	25.60
04/23	04/10/2023	36371	CARDMEMBER SERVICE	5590 032423	01-47-5200	Office Supplies	198.46
04/23	04/10/2023	36371	CARDMEMBER SERVICE	5590 032423	01-47-5200	Office Supplies	21.34
04/23	04/10/2023	36371	CARDMEMBER SERVICE	5590 032423	01-47-5216	Mo Car Wash Membership	12.00
04/23	04/10/2023	36371	CARDMEMBER SERVICE	5590 032423	01-47-5203	Uniforms	129.75
04/23	04/10/2023	36371	CARDMEMBER SERVICE	5590 032423	01-47-5203	Uniforms	341.45
04/23	04/10/2023	36371	CARDMEMBER SERVICE	6819 032423	01-42-5254	Uniform Patches	43.65
04/23	04/10/2023	36371	CARDMEMBER SERVICE	6819 032423	01-42-5210	EE ID Cards	78.84
04/23	04/10/2023	36371	CARDMEMBER SERVICE	6819 032423	01-42-5253	Car Wash	15.00
04/23	04/10/2023	36371	CARDMEMBER SERVICE	6819 032423	01-42-5330	Animal Control Training	10.00
04/23	04/10/2023	36371	CARDMEMBER SERVICE	6819 032423	01-42-5330	lunch during training	23.41
04/23	04/10/2023	36371	CARDMEMBER SERVICE	6819 032423	01-42-5330	Drone training	99.00
04/23	04/10/2023	36371	CARDMEMBER SERVICE	6819 032423	01-42-5331	Analytics of Officer Contacts	649.87
04/23	04/10/2023	36371	CARDMEMBER SERVICE	7665 032420	04-44-5254	TOOLS	65.89
04/23	04/10/2023	36371	CARDMEMBER SERVICE	7665 032420	04-44-5254	TOOLS	36.39
04/23	04/10/2023	36371	CARDMEMBER SERVICE	7665 032420	01-47-5210	SUPPLIES	106.20
04/23	04/10/2023	36371	CARDMEMBER SERVICE	7665 032420	04-44-5216	VEHICLES INCREASE	71.05
04/23	04/10/2023	36371	CARDMEMBER SERVICE	7665 032420	04-44-5254	TOOLS	2,784.94
04/23	04/10/2023	36371	CARDMEMBER SERVICE	7665 032420	04-44-5216	TRANSMISSION REPAIR	359.09
04/23	04/10/2023	36371	CARDMEMBER SERVICE	7665 032420	04-44-5216	PW31	455.59
04/23	04/10/2023	36371	CARDMEMBER SERVICE	7700 032423	01-40-5331	Microsoft 365 subscription	876.00
04/23	04/10/2023	36371	CARDMEMBER SERVICE	7700 032423	01-40-5331	Subscription - Denver Post - No Receipt	11.99
04/23	04/10/2023	36371	CARDMEMBER SERVICE	7700 032423	01-41-5330	CML Conference - MS and CW	925.00
04/23	04/10/2023	36371	CARDMEMBER SERVICE	7700 032423	01-40-5330	CML Conference - HM	450.00
04/23	04/10/2023	36371	CARDMEMBER SERVICE	7700 032423	01-41-5330	CML Conference - MS	286.38

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
04/23	04/10/2023	36371	CARDMEMBER SERVICE	7700 032423	01-41-5330	CML Conference - CW	286.38
04/23	04/10/2023	36371	CARDMEMBER SERVICE	7700 032423	01-40-5330	CML Conferece - HM	286.38
04/23	04/10/2023	36371	CARDMEMBER SERVICE	7700 032423	01-41-5700	BOT Meeting	52.88
04/23	04/10/2023	36371	CARDMEMBER SERVICE	7700 032423	01-40-5205	Postage	19.30
04/23	04/10/2023	36371	CARDMEMBER SERVICE	7700 032423	01-40-5205	Postage	9.65
04/23	04/10/2023	36371	CARDMEMBER SERVICE	7700 032423	01-40-5205	Postage	9.65
04/23	04/10/2023	36371	CARDMEMBER SERVICE	7700 032423	01-40-5205	Postage	9.65
04/23	04/10/2023	36371	CARDMEMBER SERVICE	7700 032423	01-40-5205	Postage	9.65
04/23	04/10/2023	36371	CARDMEMBER SERVICE	7700 032423	01-40-5205	Postage	9.65
04/23	04/10/2023	36371	CARDMEMBER SERVICE	7700 032423	01-40-5331	Digital Subscription	9.00
04/23	04/10/2023	36371	CARDMEMBER SERVICE	7700 032423	01-40-5205	Postage	9.65
04/23	04/10/2023	36371	CARDMEMBER SERVICE	7700 032423	01-41-5330	CML Conference - HS, CP, and DA	1,555.00
04/23	04/10/2023	36371	CARDMEMBER SERVICE	7700 032423	01-40-5700	Employee Appreciation	172.47
04/23	04/10/2023	36371	CARDMEMBER SERVICE	7700 032423	01-41-5331	CML Conference - CP	286.38
04/23	04/10/2023	36371	CARDMEMBER SERVICE	7700 032423	01-40-5205	Postage	9.65
04/23	04/10/2023	36371	CARDMEMBER SERVICE	7700 032423	01-41-5700	BOT Meeting	63.71
04/23	04/10/2023	36371	CARDMEMBER SERVICE	7700 032423	01-40-5205	Postage	9.65
04/23	04/10/2023	36371	CARDMEMBER SERVICE	7700 032423	01-40-5205	Postage	9.65
04/23	04/10/2023	36371	CARDMEMBER SERVICE	7700 032423	01-40-5205	Postage	9.65
04/23	04/10/2023	36371	CARDMEMBER SERVICE	7700 032423	01-40-5205	Postage	9.65
04/23	04/10/2023	36371	CARDMEMBER SERVICE	7700 032423	01-40-5205	Postage	9.65
04/23	04/10/2023	36371	CARDMEMBER SERVICE	7700 032423	01-40-5205	Postage	9.65
04/23	04/10/2023	36371	CARDMEMBER SERVICE	7700 032423	01-40-5700	Dept Head Retreat	90.00
04/23	04/10/2023	36371	CARDMEMBER SERVICE	7700 032423	01-40-5700	Dept Head Retreat	41.51
04/23	04/10/2023	36371	CARDMEMBER SERVICE	7700 032423	01-40-5331	CGFOA Membership	30.00
04/23	04/10/2023	36371	CARDMEMBER SERVICE	7700 032423	01-40-5205	Postage	9.65
04/23	04/10/2023	36371	CARDMEMBER SERVICE	7700 032423	01-40-5205	Postage	9.65
04/23	04/10/2023	36371	CARDMEMBER SERVICE	9596 032423	01-42-5216	Carwash - fleet (x10)	100.00
04/23	04/10/2023	36371	CARDMEMBER SERVICE	9596 032423	01-42-5201	Adobe Subscription (MR)	14.99
04/23	04/10/2023	36371	CARDMEMBER SERVICE	9596 032423	01-42-5201	Adobe Subscription (BN)	12.99
04/23	04/10/2023	36371	CARDMEMBER SERVICE	9596 032423	01-42-5216	Weather Tech - Unit 14	235.26
04/23	04/10/2023	36371	CARDMEMBER SERVICE	9596 032423	01-42-5254	Radio Holder	56.95
04/23	04/10/2023	36371	CARDMEMBER SERVICE	9596 032423	01-42-5700	GC for trainers	46.00
04/23	04/10/2023	36371	CARDMEMBER SERVICE	9596 032423	01-42-5331	Notary for MM	10.00
04/23	04/10/2023	36371	CARDMEMBER SERVICE	9596 032423	01-42-5254	Uniform Jacket - BN	166.07
04/23	04/10/2023	36371	CARDMEMBER SERVICE	9596 032423	01-42-5254	Radio earpiece/mic replacement	304.98
04/23	04/10/2023	36371	CARDMEMBER SERVICE	9596 032423	01-42-5201	Adobe Subscription - MM	19.99
Total 36371:							23,428.95
04/23	04/10/2023	36372	Challenger Teamwear LLC	1186671	01-49-5260	REC STAFF UNIFORMS	301.39
Total 36372:							301.39
04/23	04/10/2023	36373	CIRSA	230970	01-40-5320	General Liability Insurance	1,761.97
04/23	04/10/2023	36373	CIRSA	230970	01-41-5320	General Liability Insurance	704.79
04/23	04/10/2023	36373	CIRSA	230970	01-42-5320	General Liability Insurance	9,867.01
04/23	04/10/2023	36373	CIRSA	230970	01-43-5320	General Liability Insurance	2,819.15
04/23	04/10/2023	36373	CIRSA	230970	04-44-5320	General Liability Insurance	8,809.85
04/23	04/10/2023	36373	CIRSA	230970	01-45-5320	General Liability Insurance	3,523.94
04/23	04/10/2023	36373	CIRSA	230970	01-47-5320	General Liability Insurance	1,761.97
04/23	04/10/2023	36373	CIRSA	230970	01-48-5320	General Liability Insurance	704.79
04/23	04/10/2023	36373	CIRSA	230970	01-49-5320	General Liability Insurance	2,819.15
04/23	04/10/2023	36373	CIRSA	230970	06-40-5320	General Liability Insurance	1,761.97
04/23	04/10/2023	36373	CIRSA	230970	20-40-5320	General Liability Insurance	704.79

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 36373:							35,239.38
04/23	04/10/2023	36374	CITY OF LOVELAND	10205806	01-42-5330	Acct #0187210-060616 - Training	400.00
Total 36374:							400.00
04/23	04/10/2023	36375	CivicPlus	257072	01-49-5236	OUTREACH	350.00
Total 36375:							350.00
04/23	04/10/2023	36376	CORY ELLIS	ELLIS - 0401	01-42-5254	Boot Allowance/Reimbursement	229.95
Total 36376:							229.95
04/23	04/10/2023	36377	CSG Forte Payments, Inc	1500208	01-49-5700	PAYMENT GATEWAY	252.89
Total 36377:							252.89
04/23	04/10/2023	36378	Danelle Rivera	03.31.2023	01-40-5705	Mileage - Passport Training	61.57
Total 36378:							61.57
04/23	04/10/2023	36379	David Jay Thrower	294	01-48-5040	Municipal court judge - March	1,500.00
Total 36379:							1,500.00
04/23	04/10/2023	36380	Denali Water Solutions LLC	INV433621	06-47-5231	Sludge Disposal	910.00
Total 36380:							910.00
04/23	04/10/2023	36381	Elaine Alberding	033123	01-40-5401	Consulting - March	10,842.12
04/23	04/10/2023	36381	Elaine Alberding	033123	06-40-5401	Consulting - March	552.58
04/23	04/10/2023	36381	Elaine Alberding	033123	20-40-5401	Consulting - March	437.80
Total 36381:							11,832.50
04/23	04/10/2023	36382	FASTENAL	COLON1008	01-47-5210	Parts/Supplies	10.52
Total 36382:							10.52
04/23	04/10/2023	36383	Felsburg Holt & Ullevig	36727	01-47-5405	Professional Services - Feb 2023 Project	1,512.50
Total 36383:							1,512.50
04/23	04/10/2023	36384	HOME DEPOT CREDIT SERVIC	2769 032123	01-49-5260	Inv 3012950 - Rec Supplies	216.94
04/23	04/10/2023	36384	HOME DEPOT CREDIT SERVIC	2769 032123	01-47-5210	Inv 13230 - Supplies	59.91
04/23	04/10/2023	36384	HOME DEPOT CREDIT SERVIC	2769 032123	01-42-5215	Inv. 6515652 - Repair	20.98
04/23	04/10/2023	36384	HOME DEPOT CREDIT SERVIC	2769 032123	01-42-5210	Inv. 6613797 - Maps	9.97
04/23	04/10/2023	36384	HOME DEPOT CREDIT SERVIC	2769 032123	01-47-5212	Inv. 6613797 - Maps	28.20
04/23	04/10/2023	36384	HOME DEPOT CREDIT SERVIC	2769 032123	01-40-5212	Inv. 6613797 - Maps	28.20
04/23	04/10/2023	36384	HOME DEPOT CREDIT SERVIC	2769 032123	01-40-5210	Inv. 5625024 - Hangers for Maps	26.45
04/23	04/10/2023	36384	HOME DEPOT CREDIT SERVIC	2769 032123	04-44-5254	Inv. 9614592 - Temp Gun	89.97
04/23	04/10/2023	36384	HOME DEPOT CREDIT SERVIC	2769 032123	01-47-5210	Inv. 3615301 - Hose	89.96

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 36384:							570.58
04/23	04/10/2023	36385	JVA INCORPORATED	107256	06-40-5405	TOM - Wastewater On-Call	990.00
04/23	04/10/2023	36385	JVA INCORPORATED	107258	06-47-5557	WWTF - Structures & Interceptor	1,482.00
04/23	04/10/2023	36385	JVA INCORPORATED	107260	06-47-5557	WWTF - Headworks Improvements	250.00
04/23	04/10/2023	36385	JVA INCORPORATED	107423	01-02-2615	Meadow Ridge (297)	516.00
04/23	04/10/2023	36385	JVA INCORPORATED	107424	01-02-2615	Elevation 25 (Maan Farms - 296)	430.00
04/23	04/10/2023	36385	JVA INCORPORATED	107425	01-02-2615	Buffalo Highlands (321)	172.00
04/23	04/10/2023	36385	JVA INCORPORATED	107426	01-47-5405	Town of Mead - Design Standards & Spe	619.20
04/23	04/10/2023	36385	JVA INCORPORATED	107427	01-02-2615	Red Barn Annex (298)	172.00
04/23	04/10/2023	36385	JVA INCORPORATED	107428	01-02-2615	Waterfront Dev Review (307)	172.00
04/23	04/10/2023	36385	JVA INCORPORATED	107429	01-47-5405	TOM - General Engineering Services	1,045.50
Total 36385:							5,848.70
04/23	04/10/2023	36386	KING GMC	78288.1	01-42-5216	Repairs - VIN 273185	42.49
Total 36386:							42.49
04/23	04/10/2023	36387	KLEEN-TECH SERVICES CORP	G001349	01-40-5050	Janitorial Services	677.54
04/23	04/10/2023	36387	KLEEN-TECH SERVICES CORP	G001349	01-42-5050	Janitorial Services	829.58
04/23	04/10/2023	36387	KLEEN-TECH SERVICES CORP	G001349	01-47-5050	Janitorial Services	746.00
Total 36387:							2,253.12
04/23	04/10/2023	36388	KONICA MINOLTA BUSINESS S	285947662	01-40-5315	Copies	234.03
Total 36388:							234.03
04/23	04/10/2023	36389	KRISTIN NORDECK BROWN P.C	032823	01-48-5040	Court Services	405.00
Total 36389:							405.00
04/23	04/10/2023	36390	KS State Bank - Government Fina	58974-5-202	09-44-5602	Dump Truck 2022 (2)	38,287.18
04/23	04/10/2023	36390	KS State Bank - Government Fina	58974-5-202	09-44-5603	Dump Truck 2022 (2)	4,956.00
Total 36390:							43,243.18
04/23	04/10/2023	36391	LITTLE THOMPSON WATER DIS	1003301 3/2	01-47-5305	1341 WC 34	50.10
04/23	04/10/2023	36391	LITTLE THOMPSON WATER DIS	607001 3/20/	06-47-5305	5423 WC 32	31.84
04/23	04/10/2023	36391	LITTLE THOMPSON WATER DIS	618801 3/20/	01-45-5305	150 Main St	34.49
04/23	04/10/2023	36391	LITTLE THOMPSON WATER DIS	619202 3/20/	01-45-5305	401 3rd St	31.84
04/23	04/10/2023	36391	LITTLE THOMPSON WATER DIS	620201 3/20/	01-45-5305	2700 WC 34.5	82.83
04/23	04/10/2023	36391	LITTLE THOMPSON WATER DIS	621801 3/20/	01-45-5305	190 1st St	82.83
04/23	04/10/2023	36391	LITTLE THOMPSON WATER DIS	622501 3/20/	01-45-5305	365 Welker	34.49
04/23	04/10/2023	36391	LITTLE THOMPSON WATER DIS	624409 3/20/	01-42-5305	201 Welker	32.05
04/23	04/10/2023	36391	LITTLE THOMPSON WATER DIS	650402 3/20	01-40-5305	242 Main St	31.84
04/23	04/10/2023	36391	LITTLE THOMPSON WATER DIS	657602 3/20/	06-47-5305	4504 E Welker	44.10
04/23	04/10/2023	36391	LITTLE THOMPSON WATER DIS	657701 3/20/	01-45-5305	156 Eagle	43.83
04/23	04/10/2023	36391	LITTLE THOMPSON WATER DIS	657801 3/20/	01-42-5305	537 Main Police	55.47
04/23	04/10/2023	36391	LITTLE THOMPSON WATER DIS	657901 3/20/	01-45-5305	16775 North Creek	100.31
04/23	04/10/2023	36391	LITTLE THOMPSON WATER DIS	658001 3/20/	01-45-5305	441 3rd St (6580)	100.31
04/23	04/10/2023	36391	LITTLE THOMPSON WATER DIS	658101 3/20/	01-45-5305	10 Fairburn	34.49
04/23	04/10/2023	36391	LITTLE THOMPSON WATER DIS	658201 3/20/	01-40-5305	441 3rd St	41.96

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 36391:							832.78
04/23	04/10/2023	36392	MAC EQUIPMENT INC	426665	01-45-5216	Rebuild Parks Trailer/Weed Wackers	988.98
04/23	04/10/2023	36392	MAC EQUIPMENT INC	426673	01-45-5216	Weed Wacker Parts	18.54
Total 36392:							1,007.52
04/23	04/10/2023	36393	MAIN STREET MAT COMPANY	162918	01-40-5210	Floor mats	65.50
04/23	04/10/2023	36393	MAIN STREET MAT COMPANY	162919	01-42-5210	Mat svcs	63.60
Total 36393:							129.10
04/23	04/10/2023	36394	MARY STRUTT	01-03.2023	01-40-5705	Q1 reimbursement	334.05
04/23	04/10/2023	36394	MARY STRUTT	01-03.2023	01-41-5841	Q1 reimbursement - Jan Coffee w/ Mayor	15.99
04/23	04/10/2023	36394	MARY STRUTT	01-03.2023	01-41-5841	Q1 reimbursement - Feb Coffee w/ Mayo	15.99
04/23	04/10/2023	36394	MARY STRUTT	01-03.2023	01-41-5841	Q1 reimbursement - Mar Coffee w/ Mayo	16.39
04/23	04/10/2023	36394	MARY STRUTT	01-03.2023	01-41-5700	Q1 reimbursement - Clerk's NOCO lunch	26.00
Total 36394:							408.42
04/23	04/10/2023	36395	MCCI LLC	NE12238	01-40-5560	Laserfiche Platform Change	8,354.50
04/23	04/10/2023	36395	MCCI LLC	PS12294	01-40-5560	Laserfiche Platform - Addendum 1	7,935.63
Total 36395:							16,290.13
04/23	04/10/2023	36396	Minuteman Press	6899	01-41-5210	Business Cards - CW	53.54
04/23	04/10/2023	36396	Minuteman Press	6899	01-49-5075	Business Cards - JR	53.54
Total 36396:							107.08
04/23	04/10/2023	36397	NAPA AUTO PARTS	168718	04-44-5216	PW02	246.30
04/23	04/10/2023	36397	NAPA AUTO PARTS	168870	04-44-5254	Shop Tool	11.99
Total 36397:							258.29
04/23	04/10/2023	36398	Nectar HR	13126	01-49-5349	Wellness Rewards - March	50.00
Total 36398:							50.00
04/23	04/10/2023	36399	Paulette Dolin	022	01-49-5265	Senior Exercise	480.00
Total 36399:							480.00
04/23	04/10/2023	36400	RAMEY ENVIRONMENTAL COM	25388	06-47-5396	Raterink lift Station	735.00
04/23	04/10/2023	36400	RAMEY ENVIRONMENTAL COM	25436	06-47-5390	Wastewater svcs	5,195.16
04/23	04/10/2023	36400	RAMEY ENVIRONMENTAL COM	25436	06-47-5215	equipment	619.94
04/23	04/10/2023	36400	RAMEY ENVIRONMENTAL COM	25436	06-47-5391	Lab Services	180.00
04/23	04/10/2023	36400	RAMEY ENVIRONMENTAL COM	25452	06-47-5215	Repairs & Maint - WWTF	1,065.63
Total 36400:							7,795.73
04/23	04/10/2023	36401	SHERWIN WILLIAMS	6709-7	01-40-5215	Acct #7964-1582-6 - TH Parking Lot	48.95
Total 36401:							48.95

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
04/23	04/10/2023	36402	Swank Motion Pictures	RG 2030264	01-49-5262	Movies in the Park	1,020.00
Total 36402:							1,020.00
04/23	04/10/2023	36403	TDS	0014762 032	01-42-5325	Internet - April	132.45
04/23	04/10/2023	36403	TDS	6545 031923	01-40-5325	Internet	457.30
Total 36403:							589.75
04/23	04/10/2023	36404	THE HARTFORD-GROUP BENE	9247037132	01-40-5066	STD / LTD Insurance - April 2023	189.70
04/23	04/10/2023	36404	THE HARTFORD-GROUP BENE	9247037132	01-41-5066	STD / LTD Insurance - April 2023	10.14
04/23	04/10/2023	36404	THE HARTFORD-GROUP BENE	9247037132	01-42-5066	STD / LTD Insurance - April 2023	515.95
04/23	04/10/2023	36404	THE HARTFORD-GROUP BENE	9247037132	01-43-5066	STD / LTD Insurance - April 2023	231.94
04/23	04/10/2023	36404	THE HARTFORD-GROUP BENE	9247037132	04-44-5066	STD / LTD Insurance - April 2023	215.45
04/23	04/10/2023	36404	THE HARTFORD-GROUP BENE	9247037132	01-45-5066	STD / LTD Insurance - April 2023	193.40
04/23	04/10/2023	36404	THE HARTFORD-GROUP BENE	9247037132	01-47-5066	STD / LTD Insurance - April 2023	241.99
04/23	04/10/2023	36404	THE HARTFORD-GROUP BENE	9247037132	01-48-5066	STD / LTD Insurance - April 2023	32.76
04/23	04/10/2023	36404	THE HARTFORD-GROUP BENE	9247037132	01-49-5066	STD / LTD Insurance - April 2023	88.41
04/23	04/10/2023	36404	THE HARTFORD-GROUP BENE	9247037132	06-40-5066	STD / LTD Insurance - April 2023	104.97
04/23	04/10/2023	36404	THE HARTFORD-GROUP BENE	9247037132	20-40-5066	STD / LTD Insurance - April 2023	89.66
Total 36404:							1,914.37
04/23	04/10/2023	36405	TOWN OF MEAD	31.11 - 3.202	01-42-5305	201 Welker Sewer	44.39
04/23	04/10/2023	36405	TOWN OF MEAD	338.01 - 3.20	01-40-5305	Town Hall Sewer	58.60
04/23	04/10/2023	36405	TOWN OF MEAD	453.01 - 3.20	01-42-5305	PD Sewer (535 Main St)	157.95
04/23	04/10/2023	36405	TOWN OF MEAD	478.02 - 3.20	01-40-5305	242 Main St	48.84
04/23	04/10/2023	36405	TOWN OF MEAD	566.02 - 3.20	01-45-5305	Bean Plant Sewer (401 Third St)	48.84
04/23	04/10/2023	36405	TOWN OF MEAD	630.04 - 3.20	01-40-5305	505 3rd St Sewer	44.39
Total 36405:							403.01
04/23	04/10/2023	36406	TRACTOR SUPPLY CREDIT PLA	1350 032123	04-44-5216	9847232697 - Maint Supplies	212.62
04/23	04/10/2023	36406	TRACTOR SUPPLY CREDIT PLA	1350 032123	04-44-5254	9847362688 - Winch/Hitch	484.96
04/23	04/10/2023	36406	TRACTOR SUPPLY CREDIT PLA	1350 032123	04-44-5364	9847489737 - Plow Repair	315.93
04/23	04/10/2023	36406	TRACTOR SUPPLY CREDIT PLA	1350 032123	04-44-5216	9847489737 - Hitch/Shank	119.97
04/23	04/10/2023	36406	TRACTOR SUPPLY CREDIT PLA	1350 032123	01-47-5210	9911149099 - Supplies	18.76
04/23	04/10/2023	36406	TRACTOR SUPPLY CREDIT PLA	1350 032123	01-47-5210	9911239204 - Supplies	7.12
Total 36406:							1,159.36
04/23	04/10/2023	36407	Trinity Tools Inc	0017558-IN	04-44-5254	Tools	179.00
Total 36407:							179.00
04/23	04/10/2023	36408	University Auto Parts, Inc	262217	04-44-5210	Shop - credit Inv 261682	128.99
04/23	04/10/2023	36408	University Auto Parts, Inc	262218	01-47-5210	Shop Supplies	14.98
04/23	04/10/2023	36408	University Auto Parts, Inc	262518	04-44-5216	PW31	80.89
04/23	04/10/2023	36408	University Auto Parts, Inc	262519	04-44-5216	PW02	35.14
Total 36408:							2.02
04/23	04/10/2023	36409	Vicki Embree	03.28.2023	01-13-4625	Refund Senior Program	15.00
Total 36409:							15.00

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
04/23	04/10/2023	36410	Wickham Tractor Company	IE17939	04-44-5216	PW 09 - UTV Repair	471.74
04/23	04/10/2023	36410	Wickham Tractor Company	IE17957	04-44-5364	PW 09- Plow Bolt	6.20
Total 36410:							477.94
04/23	04/10/2023	36411	Krische Construction, Inc	21086 19	09-50-5511	PW Facility	18,437.96
04/23	04/10/2023	36411	Krische Construction, Inc	21086 19	09-02-2005	PW Facility	921.90-
Total 36411:							17,516.06
04/23	04/10/2023	36412	NEXT STEP COMMUNICATION L	10365	09-50-5500	Court Room Remodel - Deposit	78,254.12
Total 36412:							78,254.12
04/23	04/10/2023	36413	PINNACOL ASSURANCE	21220809-A	01-02-2312	2022 Audit Adj.	8,575.53
04/23	04/10/2023	36413	PINNACOL ASSURANCE	21220809-A	06-02-2312	2022 Audit Adj.	315.65
04/23	04/10/2023	36413	PINNACOL ASSURANCE	21220809-A	20-02-2312	2022 Audit Adj.	107.82
Total 36413:							8,999.00
04/23	04/10/2023	41023100	CENTURY LINK	0831 032523	01-40-5300	TH Fax	71.01
04/23	04/10/2023	41023100	CENTURY LINK	4770 032523	01-42-5300	PD Fax	66.96
Total 41023100:							137.97
04/23	04/10/2023	41023101	UNITED POWER	61303 03212	01-45-5305	Acct #61303 - 17029 CR 5	10.25
04/23	04/10/2023	41023101	UNITED POWER	88601 03212	04-44-5305	Acct. 88601 - Streetlights	2,771.80
04/23	04/10/2023	41023101	UNITED POWER	92015 03212	01-42-5305	Acct #92015 - 201 Welker	39.73
Total 41023101:							2,821.78
04/23	04/10/2023	41023102	XCEL ENERGY	821113065	01-42-5305	53-2929790-5 - Feb/Mar 2023	453.13
04/23	04/10/2023	41023102	XCEL ENERGY	821199680	01-47-5305	1341 CR 34	777.64
04/23	04/10/2023	41023102	XCEL ENERGY	821227397	01-42-5305	53-0013609291-7 - Feb/Mar 2023	127.21
04/23	04/10/2023	41023102	XCEL ENERGY	821235500	01-40-5305	53-0012949706-8 - Feb/Mar 2023	156.18
Total 41023102:							1,514.16
04/23	04/10/2023	41023103	CEBT	INV 0055083	01-02-2310	Health Insurance	47,327.23
04/23	04/10/2023	41023103	CEBT	INV 0055083	06-02-2310	Health Insurance	2,156.01
04/23	04/10/2023	41023103	CEBT	INV 0055083	20-02-2310	Health Insurance	2,167.49
Total 41023103:							51,650.73
Grand Totals:							325,831.09

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-02-2000	294.99	149,514.54-	149,219.55-
01-02-2310	47,327.23	.00	47,327.23
01-02-2312	8,575.53	.00	8,575.53
01-02-2615	1,462.00	.00	1,462.00

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GL Account	Debit	Credit	Proof
01-13-4625	15.00	.00	15.00
01-40-5050	677.54	.00	677.54
01-40-5066	189.70	.00	189.70
01-40-5068	175.00	.00	175.00
01-40-5200	67.89	.00	67.89
01-40-5205	173.70	.00	173.70
01-40-5210	161.23	.00	161.23
01-40-5212	641.42	.00	641.42
01-40-5215	48.95	.00	48.95
01-40-5300	71.01	.00	71.01
01-40-5305	381.81	.00	381.81
01-40-5315	234.03	.00	234.03
01-40-5320	1,761.97	.00	1,761.97
01-40-5325	457.30	.00	457.30
01-40-5330	736.38	.00	736.38
01-40-5331	1,788.77	.00	1,788.77
01-40-5401	10,842.12	.00	10,842.12
01-40-5416	39.98	.00	39.98
01-40-5560	16,290.13	.00	16,290.13
01-40-5700	494.66	.00	494.66
01-40-5705	395.62	.00	395.62
01-41-5066	10.14	.00	10.14
01-41-5210	53.54	.00	53.54
01-41-5320	704.79	.00	704.79
01-41-5330	3,052.76	.00	3,052.76
01-41-5331	286.38	.00	286.38
01-41-5700	209.78	.00	209.78
01-41-5841	48.37	.00	48.37
01-42-5050	829.58	.00	829.58
01-42-5066	515.95	.00	515.95
01-42-5200	79.16	.00	79.16
01-42-5201	47.97	.00	47.97
01-42-5210	606.19	44.99-	561.20
01-42-5215	20.98	.00	20.98
01-42-5216	377.75	.00	377.75
01-42-5253	15.00	.00	15.00
01-42-5254	2,381.91	.00	2,381.91
01-42-5255	25.73	.00	25.73
01-42-5300	66.96	.00	66.96
01-42-5305	909.93	.00	909.93
01-42-5320	9,867.01	.00	9,867.01
01-42-5325	132.45	.00	132.45
01-42-5330	558.01	.00	558.01
01-42-5331	659.87	.00	659.87
01-42-5700	46.00	.00	46.00
01-43-5066	231.94	.00	231.94
01-43-5201	361.40	.00	361.40
01-43-5320	2,819.15	.00	2,819.15
01-43-5330	288.49	.00	288.49
01-43-5700	182.13	.00	182.13
01-45-5066	193.40	.00	193.40
01-45-5216	1,007.52	.00	1,007.52
01-45-5305	604.51	.00	604.51
01-45-5320	3,523.94	.00	3,523.94
01-45-5369	7.65	.00	7.65
01-47-5050	746.00	.00	746.00
01-47-5066	241.99	.00	241.99

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
01-47-5200	219.80	.00	219.80
01-47-5201	37.60	.00	37.60
01-47-5203	471.20	.00	471.20
01-47-5210	389.43	.00	389.43
01-47-5212	641.42	.00	641.42
01-47-5216	12.00	.00	12.00
01-47-5305	827.74	.00	827.74
01-47-5315	40.25	.00	40.25
01-47-5320	1,761.97	.00	1,761.97
01-47-5330	5.80	.00	5.80
01-47-5405	3,177.20	.00	3,177.20
01-48-5040	1,905.00	.00	1,905.00
01-48-5066	32.76	.00	32.76
01-48-5320	704.79	.00	704.79
01-49-5066	88.41	.00	88.41
01-49-5075	53.54	.00	53.54
01-49-5201	1,116.70	.00	1,116.70
01-49-5203	462.12	.00	462.12
01-49-5236	400.00	.00	400.00
01-49-5260	4,307.21	.00	4,307.21
01-49-5262	3,502.80	.00	3,502.80
01-49-5265	509.24	.00	509.24
01-49-5320	2,819.15	.00	2,819.15
01-49-5330	549.22	.00	549.22
01-49-5331	55.00	.00	55.00
01-49-5349	190.00	.00	190.00
01-49-5700	510.89	250.00-	260.89
04-02-2000	128.99	17,824.76-	17,695.77-
04-44-5066	215.45	.00	215.45
04-44-5210	.00	128.99-	128.99-
04-44-5216	2,052.39	.00	2,052.39
04-44-5254	3,653.14	.00	3,653.14
04-44-5305	2,771.80	.00	2,771.80
04-44-5320	8,809.85	.00	8,809.85
04-44-5364	322.13	.00	322.13
06-02-2000	.00	16,394.85-	16,394.85-
06-02-2310	2,156.01	.00	2,156.01
06-02-2312	315.65	.00	315.65
06-40-5066	104.97	.00	104.97
06-40-5320	1,761.97	.00	1,761.97
06-40-5401	552.58	.00	552.58
06-40-5405	990.00	.00	990.00
06-47-5215	1,685.57	.00	1,685.57
06-47-5231	910.00	.00	910.00
06-47-5305	75.94	.00	75.94
06-47-5390	5,195.16	.00	5,195.16
06-47-5391	180.00	.00	180.00
06-47-5396	735.00	.00	735.00
06-47-5557	1,732.00	.00	1,732.00
09-02-2000	921.90	139,935.26-	139,013.36-
09-02-2005	.00	921.90-	921.90-
09-44-5602	38,287.18	.00	38,287.18
09-44-5603	4,956.00	.00	4,956.00
09-50-5500	78,254.12	.00	78,254.12
09-50-5511	18,437.96	.00	18,437.96
20-02-2000	.00	3,507.56-	3,507.56-
20-02-2310	2,167.49	.00	2,167.49

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
20-02-2312	107.82	.00	107.82
20-40-5066	89.66	.00	89.66
20-40-5320	704.79	.00	704.79
20-40-5401	437.80	.00	437.80
Grand Totals:	328,522.85	328,522.85-	.00

Report Criteria:

Report type: GL detail



Agenda Item Summary

MEETING DATE: April 10, 2023

SUBJECT: **Ordinance No. 1028** – An Ordinance of the Town of Mead, Colorado, Approving a Lease Agreement with Deere Credit, Inc. For The Lease of 2023 Wheel Loader With Option to Purchase

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

SUMMARY

The Public Works Department is requesting the Board's review and approval of a lease for a John Deere 624 P-Tier Wheel Loader from 4Rivers Equipment, LLC (Deere Credit, Inc. as lessor). This is a critical piece of equipment that is utilized in all aspects of Public Works operations on a daily basis for landscaping and construction-related tasks, including but not limited to snow & debris removal, materials handling, and special events such as Mead Clean Up Days.

The 2023 Wheel Loader will be a replacement for the Town's current L90h loader, which has been rented from Power Equipment Company (PEC) since November of 2018 for \$1000 per month. Due to a significant price increase requested from PEC to \$6500/month, Public Works feels it is in the best interest of the Town to surrender this rental program with PEC and procure replacement equipment through a new lease. At the end of the lease term, the loader may be purchased or traded for a newer model.

Per the Town's purchasing policy, three (3) quotes were obtained.

Vendor	Type of Machine	Lease Term	Monthly Payment
4Rivers Equipment	John Deere 624 Loader	60 Months	\$3,245.21
Baystone Government Finance	Volvo L-90H Loader	60 Months	\$4,685.49
Wagner Equipment	Caterpillar 950M Loader	36 Months	\$7,500.00

The Public Works Department believes that 4Rivers Equipment, LLC (Deere Credit, Inc.) will best meet the needs of the organization, and it is readily available.

FINANCIAL CONSIDERATIONS

The approved 2023 budget provided \$24,000.00 for equipment lease (04-44-5369). This request is for an increase to \$39,000, which was an unexpected expense for this year's budget. The \$15,000 difference will be absorbed within the Street Improvement Fund through cost savings on other projects. 2024 budget planning will include appropriate funds for this expense moving forward.

This is a 60-month lease, with a purchase option at the end of term in the amount of \$110,623.00.

Lease Term	Monthly Payment	Total Yearly Expense	Purchase Option at end of lease
60 Months	\$3,200.18	\$38,402.16	\$110,623.00

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends approval of the Ordinance (approving a lease agreement with Deere Credit, Inc.). A motion to approve the April 10, 2023, regular meeting consent agenda will approve the Ordinance.

If this item is pulled off of consent for questions or further discussion, Staff recommends the motion set forth below:

Suggested Motion:

“I move to approve Ordinance No. 1028, An Ordinance of The Town of Mead, Colorado, Approving a Lease Agreement With Deere Credit, Inc. For The Lease of 2023 Wheel Loader (Product ID Number 1DW624PALPLH18118) With Option to Purchase.”

ATTACHMENTS

Ordinance No. 1028

Exhibit A – Lease Agreement -Deere Credit, Inc. – 2023 Wheel Loader

**TOWN OF MEAD, COLORADO
ORDINANCE NO. 1028**

**AN ORDINANCE OF THE TOWN OF MEAD, COLORADO, APPROVING A
LEASE AGREEMENT WITH DEERE CREDIT, INC. FOR THE LEASE OF 2023
WHEEL LOADER (PRODUCT ID NUMBER 1DW624PALPLH18118) WITH
OPTION TO PURCHASE**

WHEREAS, the C.R.S. § 31-15-101 and § 31-15-801 authorize the use of lease agreements as a method for financing the purchase of land, buildings, equipment and other property for governmental purposes; and

WHEREAS, the Town of Mead (“Town”) has the continuing need for a wheel loader; and

WHEREAS, the Town has reached agreement with 4 Rivers Equipment, LLC and John Deere (Deere Credit, Inc.) for the rental of a 2023 wheel loader (Product ID# 1DW624PALPLH18118) (the “2023 Loader”); and

WHEREAS, the rental cost of 2023 Loader is set at \$3,200.18 per month and the rental is for a term of five years (60 months); and

WHEREAS, the Board of Trustees desires to approve the Lease Agreement with Deere Credit, Inc. (as lessor) of the 2023 Loader for governmental purposes, in substantially the form attached to this Ordinance as Exhibit A (the “Lease Agreement”).

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

Section 1. Recitals Incorporated. The recitals contained above are incorporated herein by reference and are adopted as findings and determinations of the Board of Trustees.

Section 2. Authorization. The Board of Trustees hereby authorizes the Town Manager Town Clerk to affix their signatures and take whatever other steps are required and necessary to complete the Lease Agreement for the 2023 Loader at a cost of \$3,200.18 per month, for a term of five years (60 months).

Section 3. Effective Date. This ordinance shall be published and become effective as provided by law.

Section 4. Severability. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the Ordinance. The Board of Trustees hereby declares that it would have passed the ordinance including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more part, section, subsection, sentence, clause or phrase is declared invalid.

Section 5. Repealer. All ordinances or resolutions, or parts thereof, in conflict with this ordinance are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such ordinance nor revive any ordinance thereby.

Section 6. Certification. The Town Clerk shall certify to the passage of this ordinance and make not less than one copy of the adopted Code available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 10TH DAY OF APRIL 2023.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

Exhibit A
Lease Agreement
(Deere Credit, Inc. – 2023 wheel loader)
(*attached*)



Selling Equipment



Quote Id: 28146065

Customer: TOWN OF MEAD

JOHN DEERE 624 P-Tier Wheel Loader				
Hours:		Suggested List		
Stock Number:		\$ 373,261.00		
		Selling Price		
		\$ 231,200.00		
Code	Description	Qty	Unit	Extended
6041DW	624 P Wheel Loader	1	\$ 297,503.00	\$ 297,503.00
Standard Options - Per Unit				
183E	JDLink™	1	\$ 0.00	\$ 0.00
0202	United States	1	\$ 0.00	\$ 0.00
0259	English	1	\$ 0.00	\$ 0.00
0351	Translated Text Labels	1	\$ 0.00	\$ 0.00
0400	Standard Loader	1	\$ 0.00	\$ 0.00
0451	Standard Z-BAR	1	\$ 0.00	\$ 0.00
0613	Level 3 Trim	1	\$ 8,629.00	\$ 8,629.00
0658	Level 3 Performance	1	\$ 4,320.00	\$ 4,320.00
0951	Rear Camera (Primary Display)	1	\$ 0.00	\$ 0.00
1100	Less Detection System	1	\$ 0.00	\$ 0.00
1301	Left Side Steps	1	\$ 0.00	\$ 0.00
2201	Less Payload Scale w/ Cycle Counter	1	\$ 124.00	\$ 124.00
4095	John Deere 6.8L - FT4/SV	1	\$ 26,100.00	\$ 26,100.00
5122	Titan STL3 - 20.5R25 L3 1-Star Radial Tires w/ 3 PC Rims	1	\$ 14,595.00	\$ 14,595.00
5552	Standard Front Fenders	1	\$ 0.00	\$ 0.00
6522	Rear Counterweight & Rear Hitch w/ Pin	1	\$ 0.00	\$ 0.00
7026	Joystick Controls	1	\$ 0.00	\$ 0.00
7053	Two Function Hydraulics	1	\$ 0.00	\$ 0.00
7403	Hydraulic Coupler - JRB 416 Pattern	1	\$ 6,294.00	\$ 6,294.00
7458	Bolt-On Cutting Edge	1	\$ 1,036.00	\$ 1,036.00
7500	Less Fork Frame	1	\$ 0.00	\$ 0.00
7700	Less Tines	1	\$ 0.00	\$ 0.00
7829	3.75 YD (2.90 CM) Enhanced Performance	1	\$ 13,395.00	\$ 13,395.00
8295	Heated And Powered Exterior Mirrors	1	\$ 747.00	\$ 747.00
8500	Cold Weather Package	1	\$ 518.00	\$ 518.00
Standard Options Total				\$ 75,758.00
Value Added Services Total				\$ 0.00
Suggested Price				\$ 373,261.00
Customer Discounts				
Customer Discounts Total			\$ -142,061.00	\$ -142,061.00



Selling Equipment



Quote Id: 28146065

Customer: TOWN OF MEAD

Total Selling Price

\$ 231,200.00



JDF Lease
1/31/2023



Customer:	Town of Mead				
Machine:	John Deere				
Model:	624P				
Serial Number:	Order				
Sales Price:	\$231,200.00				
Net Sales Price:	\$231,200.00				
Doc Fees:	\$550.00				
Amount Financed:	\$231,750.00				
Maximum Residual **Estimates Only **	Hours Per Year	1000			
Low Rate Lease					
<u>Term</u>	<u>Interest Rate</u>	<u>Residual % of MDP</u>	<u>Residual \$\$</u>	<u>Payment</u>	<u>Cost/Hour</u>
12 months	N/A				
24 months	8.50%	53%	\$137,956.90	\$5,203.76	\$62.45
36 months	8.60%	50%	\$131,686.13	\$4,077.93	\$48.94
48 months	8.65%	46%	\$121,234.85	\$3,579.94	\$42.96
60 months	8.70%	43%	\$112,873.82	\$3,245.21	\$38.94



JOHN DEERE
FINANCIAL

Application ID: **13848785**

Version Number: 8

Governmental

LEASE AGREEMENT

<u>LESSEE'S NAME AND PHYSICAL ADDRESS</u>			
TOWN OF MEAD 1341 WCR 34 MEAD, CO 80542	LESSEE'S TAX ID NUMBER **-***8552	LESSEE'S PHONE NO. 970-805-4185	TYPE OF BUSINESS Municipality
LESSEE RESIDES IN (County/State) WELD, CO		LESSEE AGREES TO KEEP GOODS IN (County/State) See Equipment Location and County for each Item of Equipment below	
NAME AND TITLE OF SIGNING OFFICER HELEN MIGCHELBRINK - TOWN MANAGER			

<u>LESSOR'S NAME AND ADDRESS</u>	
Deere Credit, Inc. P.O. Box 6600 Johnston, IA 50131-2945	PHONE NUMBER 800-828-8297

This Lease Agreement ("Lease Agreement") is entered into between Deere Credit, Inc., as Lessor ("we", "us" or "our"), and the Lessee and any Co-Lessee identified above ("you" or "your").

Each Lessee and Co-Lessee shall be jointly and severally liable for all obligations under this Lease Agreement.

<u>EQUIPMENT LEASED</u>							
Year	Manufacturer	Equipment Description	Engine Hour Limit Per Year	Excess Hour Charge	Equipment Location	County	Outside City Limits
2023	JOHN DEERE	624 P WHEEL LOADER	1000	\$35.00	MEAD, CO	WELD	No
<u>ADDITIONAL DETAILS</u>							
Product ID		Engine Hour Meter	Asset Level Payment*		Purchase Option Price		
1DW624PALPLH18118		1	\$3,137.43		\$110,623.00		

Total Purchase Option Price	\$110,623.00
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*Asset Level Payments may not include applicable sales taxes. For purposes of this Lease Agreement, "Lease Payments" means the Lease Payment as identified below.

<u>LEASE PAYMENTS</u>					
LEASE TERM START DATE: April 11, 2023 LEASE TERM END DATE: April 11, 2028					
The first Lease Payment Due Date is April 11, 2023 and each successive Lease Payment is due on the same day of the Month thereafter, (the "Billing Period"), unless otherwise provided below					
NUMBER OF PAYMENTS	AGGREGATE OF ASSET LEVEL PAYMENTS	SALES/USE TAX	SMM	LEASE PAYMENT	DUE DATE
60	\$3,137.43	\$0.00	\$62.75	\$3,200.18	April 11, 2023

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE

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Revision Date: 27 January 2023

Section 8, Item d.



TERMS AND CONDITIONS

1. **Lease Term; Payments.** You agree to lease from us the Equipment described in this Lease Agreement for the Lease Term. The Lease Term will begin on the Lease Term Start Date and end on the Lease Term End Date. All attachments and accessories itemized in this Lease Agreement and all replacements, parts and repairs to the Equipment shall form part of the Equipment. This Lease Agreement is not accepted by us until we sign it, even if you have made a payment to us. You agree to remit the Lease Payments each Billing Period and all other amounts (including applicable sales, use and property taxes) when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450, even if we do not send you a bill or an invoice. **YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE, UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER.** For any payment which is not received by its due date, you agree to pay a late charge equal to 4.000% of the past due amount (not to exceed the maximum amount permitted by law) as reasonable collection costs, plus interest from the due date until paid at a rate of 1.5% per month, but in no event more than the maximum lawful rate. Restrictive endorsements on checks you send us will not change or reduce your obligations to us. If a payment is returned to us by the bank for any reason, you agree to pay us a fee of \$25.00 or the maximum amount permitted by law, whichever is less. Lease Payments and other payments may be applied, at our discretion, to any obligation you may have to us or any of our affiliates. If the total of all payments made during the Lease Term exceeds the total of all amounts due under this Lease Agreement by less than \$25.00 we may retain such excess. Lease Payments may be based on the assumption that we will be entitled to certain tax benefits as the owner of the Equipment. If you take or fail to take any action that results in a loss of such tax benefits, you will pay us, on demand, the amount we calculate as the value of such lost tax benefits. You certify that the engine hour meter reading on each Item of Equipment is accurate as of the date you sign this Lease Agreement. If you use any Equipment during the Lease Term for more than the Engine Hour Limit indicated above for that Item of Equipment, you will pay to us within 10 days of the Lease Term End Date (or any earlier termination of this Lease Agreement) an amount equal to the Excess Hour Charge for that Item of Equipment for each engine hour in excess of the Engine Hour Limit. If this Lease Agreement is terminated, canceled or extended for any reason, the Engine Hour Limit will be prorated by us in our sole discretion.
2. **Security Deposit.** If a Security Deposit is indicated in the Advance Lease Payment Invoice, the Security Deposit will be held by us in a non-interest-bearing account commingled with other funds. We may apply the Security Deposit to any amounts due under this Lease Agreement and, if we do so, you agree to promptly remit to us the amount necessary to restore the Security Deposit to the original amount. The Security Deposit will be returned to you within 30 days of termination of this Lease Agreement and final inspection by us, provided you are not in default.
3. **Taxes.** Although you may be exempt from the payment of certain Taxes, you agree to pay us when invoiced (a) all sales, use, rental, gross receipts and all other taxes which may be imposed on the Equipment or its use, and (b) all taxes and governmental charges associated with the ownership, use or possession of the Equipment including, but not limited to, personal property and ad valorem taxes ("Taxes"). Taxes do not include those measured by our net income. If applicable law requires tax returns or reports to be filed by you, you agree to promptly file such tax return and reports and deliver copies to us. You agree to keep and make available to us all tax returns and reports for Taxes paid by you.
4. **Ownership; Missing Information.** We are the owner of the Equipment and you have the right to use the Equipment under the terms of this Lease Agreement. You agree to keep the Equipment free and clear of liens and encumbrances, except those in our favor, and promptly notify us if a lien or encumbrance is placed or threatened against the Equipment. You irrevocably authorize us, at any time, to (a) insert or correct information on this Lease Agreement, including your correct legal name, serial numbers and equipment descriptions; (b) submit notices and proofs of loss for any required insurance; and (c) endorse your name on remittances for insurance and Equipment sale or lease proceeds.
5. **Equipment Maintenance, Operation and Use.** You agree to (a) USE THE EQUIPMENT ONLY FOR AGRICULTURAL, BUSINESS OR COMMERCIAL PURPOSES AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES; (b) not permanently move the Equipment to another county or state without notifying us within 30 days; (c) operate and maintain the Equipment in accordance with all (i) laws, ordinances and regulations, (ii) manuals and other instructions issued by the manufacturer(s) and supplier(s), and (iii) insurance policy terms and requirements; (d) perform (at your own expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to you, reasonable wear excepted; (e) not modify the Equipment (including software), install or use any accessory or device on the Equipment which may damage or otherwise negatively affect the value, manufacturer warranty coverage, useful life or the originally intended function or use of the Equipment in any way; (f) remove any non-financed accessory or device which is not otherwise prohibited under subsection (e) above before lease expiration or earlier termination without damaging the Equipment; (g) allow us and our agent(s) to inspect the Equipment and all of your records related to its use, maintenance and repair at any reasonable time; (h) keep any metering device installed on the Equipment connected and in good working condition at all times; (i) affix and maintain, in a prominent place on the Equipment, any labels, plates or other markings we may provide to you; and (j) not permit the Equipment to be used by, or to be in the possession of, anyone other than you or your employees.
6. **Insurance.** You agree, at your cost, to (a) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 7 below), naming us (and our successors and assigns) as sole loss payee; and (b) maintain liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming us (and our successors and assigns) as additional insured. All insurance must be with companies and policies acceptable to us. Your obligation to insure the Equipment continues until you return the Equipment to us and we accept it. Each insurance policy must provide that (a) our interest in the policy will not be invalidated by any act, omission, breach or neglect of anyone other than us; and (b) the insurer will give us at least 30 days' prior written notice before any cancellation of, or material change to, the policy.
Unless you provide us with evidence of the required insurance coverages, we may purchase insurance, at your expense, to protect our interests in the Equipment. This insurance may not (a) protect your interests; or (b) pay any claim that you make or any claim that is made against you in connection with the Equipment. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained the insurance required by this Lease Agreement. The cost of the insurance may be more than the cost of insurance you may be able to obtain on your own.

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE

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Application ID: 13848785

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7. **Loss or Damage.** Until the Equipment is returned to us in satisfactory condition, you are responsible for all risk of loss, damage, theft, destruction or seizure of the Equipment (an "Event of Loss"). You must promptly notify us of any Event of Loss. If the Equipment can be repaired or replaced, you agree to promptly repair or replace the Equipment, at your cost, and the terms of this Lease Agreement will continue to apply. If the Equipment cannot be repaired or replaced, you agree to pay us, within 10 days of the Event of Loss, its Termination Value as of the day before such Event of Loss occurred. Upon receipt of the Termination Value, we will transfer to you (or the insurance company) all of our rights, title and interest in such Item(s) of Equipment (each, an "Item of Equipment") AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.

All insurance proceeds must be paid directly to us, and we may apply any excess insurance proceeds to any other amounts you owe us or any of our affiliates. "Termination Value" for any Item of Equipment shall be the net book value calculated as the sum of (a) all Lease Payments and any other amounts then due and payable to us; plus (b) the present value of all remaining Lease Payments and other amounts, discounted at the; Internal Rate of Return or, if a discount rate is set forth in this Lease Agreement, such discount rate (the "Discount Rate"); plus (c) the unamortized amount of our direct costs of originating and administering this Lease Agreement; plus (d) the present value of the Purchase Option Price (or, if there is no Purchase Option Price, the residual value that we assumed in calculating the Lease Payments) discounted at the Discount Rate. "Internal Rate of Return" shall be calculated using standard finance techniques with the equipment cost, Lease Payments, Lease Term and Purchase Option Price (or residual value assumption) as the variables. "Discount Rate" shall mean the Internal Rate of Return minus two percentage points (2%).

8. **Purchase Option.** In the event you desire to purchase an Item of Equipment at the Lease Term End Date and you are not in default, you agree to pay us the applicable Purchase Option Price (plus applicable Taxes including estimated property taxes) for each Item of Equipment. Upon receipt of the Purchase Option Price and any other amounts you owe us on or before the Lease Term End Date, we will transfer to you all of our right, title and interest in such Item(s) of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.

9. **Early Payoff.** In the event you desire to purchase an Item of Equipment prior to the Lease Term End Date, are not in default, and you request a payoff amount quote, you agree to pay us the payoff amount. Upon receipt of the payoff amount, we will transfer to you all of our right, title and interest in such Item of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.

10. **Return of Equipment.** If this Lease Agreement is terminated for any reason and you do not (a) return the Equipment to us, or, (b) exercise any Purchase Option, you agree to remit to us, until such time as the Equipment is returned to us in accordance with the provisions of this Section, lease payments each month equal to the higher of (i) the monthly fair market rental value of the Equipment, as determined by us in our sole discretion, or (ii) the monthly Lease Payment (or the monthly lease payment equivalent if the Lease Payments are other than monthly (e.g., for annual Lease Payments, the monthly lease payment equivalent would be calculated by dividing the annual Lease Payment by 12)). All Equipment must be returned to the nearest John Deere dealer that sells equipment substantially similar to the Equipment, at your expense and in satisfactory condition, along with all use, maintenance and repair records. Equipment is in satisfactory condition if it is in as good a condition as when the Equipment was delivered to you, reasonable wear excepted. Unsatisfactory condition shall include any condition described below ("Excessive Wear and Tear"):

(a) Mechanical. (A) Computer systems or safety and emission control equipment not in proper working order; (B) mechanical components that are missing, broken or unsafe or that do not operate normally, given the age of the Equipment; (C) wear on power train assembly that exceeds manufacturer's standards for normal wear and tear; (D) any air filters not within manufacturer's specifications; (E) any gauges or fluid indicators that are damaged or do not function; (F) the electrical system fails to operate properly; (G) the battery fails to hold a charge; (H) any wire harnesses not tied down and kept secured, dry and clean; (I) any pumps, motors, valves or cylinders not in good operating condition or that fail to meet manufacturer's rated specifications; (J) hydraulic system exceeds manufacturer's then-current contaminant standards (as shown by oil sample analysis); (K) equipment not serviced according to manufacturer's operating manual; and/or (L) any lubricant, water or A/C seal leaks.

(b) Exterior. (A) Dents larger than 2 inches in diameter; (B) excessive number of dents or scratches; (C) any scratch 8" or longer that reaches the metal skin; (D) any single chip the size of a quarter or larger or multiple small chips within one square foot; (E) substandard paint repairs, such as peeling, bubbling or mismatched shades that evidence poor condition in comparison to the original paint and require repainting at a cost in excess of \$200; (F) rust holes in the body metal or a rust spot that covers more than a 4-inch square area; (G) any glass that must be replaced due to cracks or missing glass and any windshield damages cracked or broken glass must be replaced; (H) all frame damage and substandard frame repairs; and/or (I) any tires or tracks that (i) have broken side walls or excessive cuts or damages, (ii) have less than 50% of the original useful life remaining, or (iii) are not of the same size, type grade or equivalent quality manufacturer as were originally included on the Equipment.

(c) Cab/Operator Platform. (A) Heavy interior soil or strong odors, such as manure, that cannot be removed by general cleaning; (B) unclean condition of operator environment; and/or (C) holes, tears, or burns on the dash, floor covers, seats, headliners, upholstery or interior.

(d) General. (A) Equipment not operated or maintained in accordance with manufacturer's specifications or if components, fuels or fluids, on or in connection with the Equipment that do not meet manufacturer's standards were used; and/or (B) any other damage that in the aggregate costs \$250 or more to repair or that makes the Equipment unlawful or unsafe to operate.

(e) Other. (A) All warranty and PIP ("Product Improvement Program") work relating to the Equipment must be completed prior to the Lease Term End Date; (B) the Equipment must be cleaned prior to its return; (C) The Equipment must be prepared for storage according to the operators manual, including flushing the system and use of winterization fluid.

(f) Hour Meter. For each Item of Equipment returned with a broken or missing hour meter, you shall accept an invoice from us and remit to us an amount equal to \$1,000. You agree that the engine hour meter included with the Equipment is conclusive of the number of hours of Equipment use.

(g) Invoices for Excess Wear And Tear. Upon any return of the Equipment, we shall, in our sole discretion, determine the existence of any Excessive Wear and Tear. In the event any Item of Equipment is returned to us with Excessive Wear and Tear, you shall, at our sole discretion, (A) accept an invoice from us and remit to us the cost of repairing or replacing the affected component(s) which we determine necessary to return the Equipment to its required condition; and/or (B) accept an invoice from us and remit to us an amount equal to our reasonable estimate of (i) the cost of new tires or tracks if the tires or tracks are damaged due to broken side walls or excessive cuts or damage, or (ii) the cost of new tires or tracks multiplied by the difference between (a) our estimate of the percentage of the useful life of the tires and tracks then remaining, and (b) 50%. For example, if you return Equipment with tires having 20% of their useful life remaining, you would remit to us an amount equal to 30% of the cost of new tires ((50% - 20%) multiplied by the cost of new tires). Your failure to remit the required payment to us within 10 days of demand shall constitute a default by you under the terms of this Lease Agreement.

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11. **Default.** You will be in default if: (a) you fail to remit to us any Lease Payment or other payment when due; (b) you breach any other provision of this Lease Agreement and fail to cure such breach within 10 days; (c) you remove any Equipment from the United States; (d) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law; (e) a default occurs under any other agreement between you (or any of your affiliates) and us (or any of our affiliates); (f) you or any guarantor is acquired by, merges with or consolidates into another entity, sells substantially all its assets, dissolves or terminates its existence, or (if an individual) dies; or (g) you fail to maintain the insurance required by Section 6. Time is of the essence under this Lease Agreement.

12. **Remedies.** If a default occurs, we may, to the extent permitted by applicable law, do one or more of the following: (a) require you to return the Equipment in the manner outlined in Section 10, or take possession of the Equipment; (b) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY: (i) if the Equipment is returned to us, the sum of (1) all Lease Payments and any other amounts then due and payable to us; (2) the present value of all remaining Lease Payments and other amounts, discounted at the Discount Rate; (3) the cost to repair and refurbish the Item of Equipment so that it is in satisfactory condition in accordance with Section 10; and (4) the unamortized amount of our initial direct costs of originating and administering this Lease Agreement, or (ii) if the Equipment is not returned to us, the Termination Value as of the date of such default, or (iii) if you are in default of subsection (e) of Section 5 above the Termination Value as of the date of such default; (c) declare any other agreements between you and us (or any of our affiliates) in default; (d) terminate any of your rights (but none of your obligations) under this Lease Agreement and any other agreement between you and us (or any of our affiliates); (e) charge you for the expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs; (f) exercise any other remedy available at law or in equity; and (g) take on your behalf (at your expense) any action required by this Lease Agreement which you fail to take. These remedies are cumulative, are in addition to any other remedies provided by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

13. **Assignment.** You will not assign, pledge or otherwise transfer any of your rights or interests in this Lease Agreement or any Equipment without our prior written consent. Any assignment without our consent will be void. This Lease Agreement shall be binding upon any successor or permitted assignee. We may assign this Lease Agreement or our interest in the Equipment at any time without notice to you and without your consent. We may provide information about you to any prospective assignee or participant. You agree not to assert against our assignee any claims, offsets or defenses which you may have against us.

14. **Claims.** You are responsible for all losses, damage, claims, injuries to or the death of an individual, and attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner related to the Equipment or this Lease Agreement thereof, including its use, condition or possession for acts or omissions, which occurred during the Lease Term. You will promptly notify us of all Claims made. You agree to not bring any action for Claims against us as lessor of Equipment. Your liability under this Section is not limited to the amounts of insurance required under this Lease Agreement.

15. **Representations and Warranties.** You represent and warrant to us, as of the date of this Lease Agreement, and covenant to us so long as this Lease Agreement is in effect, that: a) you are a State, or a political subdivision thereof, for purposes of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) any documents required to be delivered in connection with the Lease (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances, and regulations; (c) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Lease Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Lease Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Lease Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with the Lease and the debt under applicable state law; (g) your obligations to remit Lease Payments and other amounts due and to become due under the Lease constitute a current expense and not a debt under applicable state law; (h) all financial information you have provided is true and a reasonable representation of your financial condition; (i) you shall not do or cause to be done any act which shall cause, or by omission of any act allow the interest portion of any Lease Payment to become includible in our gross income for Federal income taxation purposes under the Code; (j) you shall maintain a complete and accurate account of all assignments of the Lease in the form sufficient to comply with book entry requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time; and (k) you shall comply with the information reporting requirements of Section 149(e) of the Code. Such compliance shall include, but not be limited to, the execution of 8038-G or 8038-GC Information Returns.

You acknowledge and agree that: (a) we did not select, manufacture or supply any of the Equipment; (b) we acquired the Equipment at your direction; (c) you selected the supplier of the Equipment; (d) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights, to you, to the extent assignable; (e) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (f) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Sections 508 - 522 of Article 2A of the Uniform Commercial Code.

16. **Governing Law; Jurisdiction; Venue.** THIS LEASE AGREEMENT WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF IOWA, WHERE THIS LEASE AGREEMENT IS ACCEPTED AND ENTERED INTO, except for its conflict of laws provisions. You irrevocably submit to the non-exclusive jurisdiction and venue of federal and state courts located in Des Moines, Iowa and will not claim it is an inconvenient forum for legal action. YOU AND WE IRREVOCABLY WAIVE ANY RIGHT YOU AND WE MAY HAVE TO A JURY TRIAL.

17. **Miscellaneous.** WE HAVE NOT MADE, AND DO NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. You acknowledge that no supplier or dealer of the Equipment is an agent of ours, or authorized to act for or bind us. You agree not to withhold any amount you owe us if you believe you have a claim against us, or any Equipment supplier(s) or manufacturer(s), but to pursue that claim independently. Any claim you have against us must be made within two years after the event that caused it. All notices must be in writing and will be deemed given 5 days after mailing to the intended recipient at its address indicated above, unless changed by a notice given in accordance with this Section. This Lease Agreement supersedes and replaces all prior understandings and communications (oral or written) concerning the subject matter thereof. Except as otherwise provided in Section 12(d) no part of this Lease Agreement can be amended, waived or terminated except by a writing signed by both you and us. Any part of this Lease Agreement may be signed in separate counterparts

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that, together, will constitute one document. If a court finds any part of this Lease Agreement to be invalid or unenforceable, the remainder of this Lease Agreement will remain in effect. You permit us to monitor and record telephone conversations between you and us. By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under this Lease Agreement shall remain in effect after the expiration of the Lease Term or termination of this Lease Agreement.

Notwithstanding any other election you make, you agree that (a) we can access, retain and use, at any times we elect any information regarding the location, maintenance, operation and condition of the Equipment; (b) you irrevocably authorize anyone in possession of that information to provide all of that information to us upon our request until our security interest in the Equipment is terminated; (c) you will not disable or otherwise interfere with any information gathering or transmission device within or attached to the Equipment; and (d) we may reactivate any such device.

18. **Non-Appropriation of Funds.** You intend to remit to us all Lease Payments and other payments for the full Lease Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Lease Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to remit Lease Payments and other payments due and to become due under this Lease Agreement, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 10 of this Lease Agreement and terminate this Lease Agreement on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by you, and (c) you have exhausted all funds legally available to pay Lease Payments. If you terminate the Lease because of a non-appropriation of funds, you may not, to the extent permitted by applicable law, purchase, lease, or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment. This Section 18 shall not permit you to terminate the Lease in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended. If you terminate the Lease because of a non-appropriation of funds, the provisions of Section 8 shall not apply.

19. You acknowledge and agree that, if You execute this Lease Agreement with your electronic signature, (a) you are signifying your intent to enter into this Lease Agreement and that this Lease Agreement be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this Lease Agreement using your written signature, and (b) this Lease Agreement is an electronic record executed by you using your electronic signature. You agree that unless the authoritative electronic copy of this Lease Agreement ("Authoritative Copy") is converted to paper and marked as the original by us (the "Paper Contract"), the Authoritative Copy shall at all times reside in a document management system designated by us for the storage of authoritative copies of electronic records (the "DMS"), and shall be deemed held in the ordinary course of business. In the event the Authoritative Copy is converted to a Paper Contract, you acknowledge and agree that (1) your signing of this Lease Agreement also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this Lease Agreement, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract, and (3) your obligations will be evidenced by the Paper Contract alone after such conversion.

THE TERMS OF THIS LEASE AGREEMENT SHOULD BE READ CAREFULLY BEFORE SIGNING BECAUSE ONLY THESE WRITTEN TERMS ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES MAY BE LEGALLY ENFORCED. BY SIGNING THIS LEASE AGREEMENT, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS LEASE AGREEMENT. THIS LEASE AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

NOTICES TO THE LESSEE- DO NOT SIGN THIS LEASE AGREEMENT IN BLANK. YOU ARE ENTITLED TO A COPY OF THE LEASE AGREEMENT AT THE TIME YOU SIGN IT TO PROTECT YOUR LEGAL RIGHTS.

TOWN OF MEAD

By:

(Date Signed)

HELEN MIGCHELBRINK, TOWN MANAGER

Accepted By: **Deere Credit, Inc. (Lessor)**

6400 NW 86th Street, Johnston, IA 50131-6600

By:

(Date Agreement Signed)

(Authorized Signature)

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JOHN DEERE
FINANCIAL

Advance Lease Payment Invoice

Due Date:	04/11/2023
Total Due:	\$3,200.18
Purchase Order Number:	

Billing Address:	Updated Billing Information:
TOWN OF MEAD 1341 WCR 34 MEAD, CO 80542	

Please Note: All future invoices will be sent to the billing address shown unless you update your billing information above.

Manufacturer	Model	Product ID	Due Date	Payment	Sales/Use Tax	Security Deposit	Total Due At Signing
JOHN DEERE	624 P	1DW624PALPLH18118	04/11/2023	\$3,200.18	\$0.00	\$0.00	\$3,200.18

Correspondence Only:	Remit Checks Payable To:
Deere Credit, Inc. Attn: Lease Administration PO Box 6600 Johnston, IA 50131-6600 Phone: (800) 828-8297 Fax: (800) 254-0020	Deere Credit, Inc. Attn: Acct. Dept.- ALP Processing PO Box 6600 Johnston, IA 50131-6600

TO ENSURE PROPER CREDIT, STAPLE CHECK AND RETURN THIS INVOICE WITH THE LEASE AGREEMENT DOCUMENTS.

STAPLE ADVANCE LEASE PAYMENT CHECK HERE

Every dishonored check will result in a fee of \$25.00 or an amount not to exceed the highest amount permitted by law.





JOHN DEERE FINANCIAL

Automatic Payment Enrollment

☐ I accept Autopay enrollment at this time.

☐ I decline Autopay enrollment at this time.

Bank Account Information

Name of Person or Entity on Bank Account: _____

Type of Account: ☐ Checking ☐ Savings

Routing Number # (9 digit): _____

Bank Account Number: _____

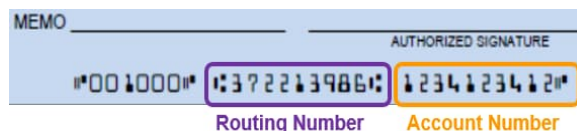
Enrollment Confirmation Email Address: _____

Examples: (a voided check is not required)

Personal Check



Business Check



John Deere Financial Account Number / App ID #	Accountholder Name	Accountholder Phone Number	Month to begin automatic payments:
13848785	TOWN OF MEAD	970-805-4185	04/11/2023

JOHN DEERE FINANCIAL AUTOMATIC PAYMENT AUTHORIZATION FORM

My signature authorizes Deere Credit Services, Inc. and its affiliates, ("the Company"), to initiate debit entries to the checking/savings account that I have provided to the Company for the regularly scheduled payments or other amounts owed to the Company on each individual John Deere Financial account referenced. I also authorize the Company to issue credit entries to the checking/savings account as necessary for amounts that may be due to me. This authorization is to remain in full force and effect until canceled by the Company, or by written notification from me, given in such time and manner as to allow the Company a reasonable opportunity to act upon it. If any of the referenced John Deere Financial accounts is closed due to an Add-On transaction, consolidation or corrected loan agreement and I have recurring payments, this enrollment and banking information will be transferred to my new account(s). I acknowledge that I am subject to the NACHA Operating Rules and Guidelines applicable to electronic debit entries to my bank account.

I understand any payment due prior to the month I requested above for each individual account must be made in order to be eligible for automatic payment for that account.

Bank Account Owner Signature _____ Date _____

Bank Account Owner Phone Number _____





LESSEE:	TOWN OF MEAD 1341 WCR 34, MEAD, CO 80542
LESSOR:	DEERE CREDIT, INC. 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

Capitalized terms shall have the meanings set forth in the Lease Agreement.

You hereby represent and warrant that: (a) all of the Equipment more fully described in the Lease Agreement was selected by you; (b) all of the Equipment and the Operator's Manuals have been delivered to, and received by, you; (c) you received the manufacturer's written warranty applicable to the Equipment and you understand that your rights are subject to the limitations outlined therein; (d) the safe operation and the proper servicing of the Equipment has been explained to you; (e) all of the Equipment has been inspected by you and is in good working order and repair (operating or otherwise); (f) the Equipment shall be used only for the purpose indicated in the Lease Agreement; (g) all of the Equipment is unconditionally and irrevocably accepted by you for all purposes under the Lease Agreement; and (h) all information you provide to us is true and correct.

Signed by Lessee's duly authorized representative on the date shown below.

TOWN OF MEAD

By:

(Date Signed)

HELEN MIGCHELBRINK, TOWN MANAGER





LESSEE:	TOWN OF MEAD 1341 WCR 34, MEAD, CO 80542		
LESSOR:	DEERE CREDIT, INC. 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600		
LIABILITY INSURANCE on the Lease Agreement will be provided by the following insurance agency:			
Name of Agency:		Phone Number of Agency:	
Mailing Address of Agency:		Fax Number of Agency:	
PHYSICAL DAMAGE INSURANCE on the Lease Agreement will be provided by the following agency:			
Name of Agency:		Phone Number of Agency:	
Mailing Address of Agency:		Fax Number of Agency:	
If an insurance certificate is available, in place of the above information, it should be provided to:			
ADDITIONAL INSURED and LOSS PAYEE: Deere Credit, Inc. Its Successors &/or Assigns 6400 NW 86 th St Johnston, IA 50131			
I agree and understand that, pursuant to the provisions of Section 6 of the Lease Agreement, I must at all times (a) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming Deere Credit, Inc. (and its successors and assigns) as additional insured; and (b) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 7 of the Lease Agreement), naming Deere Credit, Inc. (and its successors and assigns) as sole loss payee.			
NOTICES TO LESSEE- DO NOT SIGN THIS PHYSICAL DAMAGE/LIABILITY INSURANCE IN BLANK. YOU ARE ENTITLED TO A COPY OF THE PHYSICAL DAMAGE/LIABILITY INSURANCE AT THE TIME YOU SIGN IT TO PROTECT YOUR LEGAL RIGHTS.			

TOWN OF MEAD

By:

(Date Signed)

HELEN MIGCHELBRINK, TOWN MANAGER





Agenda Item Summary

MEETING DATE: April 10, 2023

SUBJECT: **Resolution No. 27-R-2023** – A Resolution of the Town of Mead, Colorado, Approving Change Order Nos. 27 and 28 to the Construction Agreement with Krische Construction Concerning Construction of the Public Works Facility

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

SUMMARY

The Town of Mead awarded a contract to Krische Construction, Inc. to construct the new Public Works Facility in June 2021. The Town Manager has the authority to approve change orders up to 10% of the original contract amount per the Town's purchasing policy. Change orders 1-24 were previously approved in this manner. Change Orders 25-26 were presented to and previously approved by the Board. Change Orders 27 and 28 bring the change order total for the Project to 11.28% of the original contract amount, which requires Board review and approval. This is the final change order request.

Change Order 27 includes the deletion of a concrete mow strip for a credit of (\$3,816.00). Change Order 28 includes adding a card reader pedestal gooseneck and needed evaporative cooler modifications for a total of \$7,206.00. Together, these changes result in a net change to the contract of \$3,390. These changes were either requested by the Town or needed to address information missing from the original design drawings.

FINANCIAL CONSIDERATIONS

This request is for approval of Change Order 27 for a credit of \$3,816.00, along with Change Order 28 in the amount of \$7,206.00, for a total increase of \$3,390.00 to the Contract Price, as previously amended. The approved budget identified \$5.02M for this project through the Municipal Facilities Fund for Capital Outlay (09-50-5511).

Original Contract Amount	\$3,472,201.00	
Change Orders 1-26	\$ 388,332.05	
Change Order 27	\$ (3,816.00)	
Change Order 28	\$ 7,206.00	
Change Orders 1-28	\$ 391,722.05	11.28% of Original Contract Amount
Revised Contract Amount	\$3,863,923.05	(Inclusive of Change Orders 1 – 28)

STAFF RECOMMENDATION/ACTION REQUIRED

This item is included on the consent agenda for the April 10, 2023, regular meeting. A motion to approve the consent agenda will approve the Resolution (approving Change Orders 27 & 28). If this item is pulled

from the consent agenda for questions by the Trustees, Town Staff recommends the following motion (for approval).

Suggested Motion:

“I move to adopt Resolution No. 27-R-2023, A Resolution of the Town of Mead, Colorado, Approving Change Order Nos. 27 and 28 to the Construction Agreement with Krische Construction Concerning Construction of the Public Works Facility in the specific amount of \$3,390.00, which will bring the revised contract total for the project to \$3,863,923.05.”

ATTACHMENTS

Resolution No. 27-R-2023
Change Order 27
Change Order 28

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 27-R-2023**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING CHANGE ORDER
NOS. 27 AND 28 TO THE CONSTRUCTION AGREEMENT WITH KRISCHE
CONSTRUCTION CONCERNING CONSTRUCTION OF THE PUBLIC WORKS FACILITY**

WHEREAS, the Town of Mead and Krische Construction, Inc., a Colorado corporation (“Contractor”), entered into a Construction Agreement in June 2021, as amended by Change Orders 1 through 26 (the “Contract”), for the construction of the Town’s new Public Works Facility (“Project”); and

WHEREAS, the Town and Contractor desire to amend the Contract through Change Orders 27 and 28 (“Change Orders”), copies of which are attached to this Resolution as **Exhibit 1** and **Exhibit 2**, in order to adjust the Contract Price to account for changes requested by the Town or changes needed to address information missing from the original design drawings; and

WHEREAS, pursuant to the Town’s purchasing policy, the Board of Trustees is required to approve change orders that increase the Contract Price over ten percent (10%) of the original Contract Price; and

WHEREAS, Change Order 27 is a credit of \$3,816.00 for the removal of a concrete mow strip from the scope of work, and Change Order 28 is a cost increase of \$7,206.00 for the addition of a card reader pedestal gooseneck and needed evaporative cooler modifications to the scope of work; and

WHEREAS, the approval of the Change Orders will increase the total Contract Price by \$3,390.00 and bring the change order total for the Project to 11.28% of the original Contract Price; and

WHEREAS, the Board of Trustees desires to approve the Change Orders in an amount not to exceed \$3,390.00, bring the revised total Contract Price to \$3,863,923.05, and authorize the Town Manager and Town Engineer to execute Change Orders on behalf of the Town.

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

Section 1. The foregoing recitals and findings are incorporated into this Resolution as findings and conclusions of the Board of Trustees.

Section 2. The Board of Trustees hereby: (a) approves the Change Orders in substantially the same form as is attached in **Exhibit 1** and **Exhibit 2**; and (b) delegates authority to the Town Manager and Town Engineer to execute Change Orders.

Section 3. Effective Date. This Resolution is effective immediately upon adoption.

Section 4. Repealer. All resolutions or parts of resolutions in conflict with this Resolution are repealed.

Section 5. Certification. The Town Clerk shall certify the passage of this Resolution and make at least one copy of the adopted Resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 10TH DAY OF APRIL 2023.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

Attachment(s):

Exhibit 1 – Change Order 27

Exhibit 2 – Change Order 28

CHANGE ORDER NO. 27

PROJECT TITLE: Town of Mead - Public Works Maintenance Facility
 CONTRACTOR: KCI
 PROJECT NUMBER: 2021-006
 PURCHASE ORDER NO.:
 DESCRIPTION: Deletion of concrete mow strip

1. Reason for change:

Modification/addition of work to plans during construction as requested or needed by owner.

2. Description of Change:

This change order includes changes to the contract for work change directives as noted below.

Deletion of concrete mow strip = (\$3,816)

3. Change in Contract Cost:

(\$3,816.00)

4. Change in Contract Time:

0
0

calendar days for substantial completion
 calendar days for final completion

ORIGINAL CONTRACT COST	\$3,472,201.00
TOTAL APPROVED CHANGE ORDERS	\$388,332.05
TOTAL PENDING CHANGE ORDERS	\$0.00
TOTAL THIS CHANGE ORDER	(\$3,816.00)
TOTAL % OF ORIGINAL CONTRACT, THIS C.O.	-0.11%
TOTAL % OF ORIGINAL CONTRACT, ALL C.O.'S	11.07%
ADJUSTED CONTRACT COST	\$3,856,717.05

(Assuming all change orders approved)

ACCEPTED BY: _____
 Contractor's Representative

DATE: 3/31/23

REVIEWED BY: _____
 Construction Manager

DocuSigned by:

Erika Rasmussen

DATE: 03/30/2023

APPROVED BY: _____
 Town Engineer / Public Works Director

DATE: 3/31/2023

APPROVED BY: _____
 Town Manager

DATE: _____

APPROVED BY: _____

DATE: _____

cc: City Clerk Architect
 Contractor Engineer
 Project File Purchasing



605 Weaver Park Road
Longmont, CO 80501
P. 303-778-7843

CHANGE ORDER REQUEST (COR)

CONSTRUCTING QUALITY. BUILDING TRUST.

Date: 3.17.23
COR #: 74R

Mead Public Works
PROJECT

SUBMITTED TO - OWNER's Representative

Joe Black
KRISCHE CONSTRUCTION

CC:

Detailed Description of Change Request:

Credit owner to delete 198 LF of mow band, Keeping approx. Exactly 96 LF of mow band at south seeded area fencing was installed.

Value of this Request for Change: **Credit** (3,816)

Calendar Days project is extended: 0

Contractor:  3.17.23
Krische Construction Date

Architect: _____
D2C Architects Date

Owner: _____
Erika Rasmussen Date

Owner: _____
George Latour Date



605 Weaver Park Road
Longmont, CO 80501
P. 303-776-7643

CHANGE ORDER REQUEST (COR)

CONSTRUCTING QUALITY. BUILDING TRUST.

Date: 3.17.23

COR #: 74R

Credit owner to delete 198 LF of mow band, Keeping approx Exactly 96 LF of mow band at south seeded area
fencing was installed.

Mead Public Works

PROJECT

DESCRIPTION OF CHANGE

DESCRIPTION	QTY	UNIT	UNIT \$	LABOR	UNIT \$	MATERIAL	UNIT \$	SUBCONTRACT OTHER	TOTAL
Work / Items by KCI Construction	0		0.00	0	0.00	0	0.00	0	0
Project Executive	0		143.29	0	0.00	0	0.00	0	0
Project Manager	0		87.46	0	0.00	0	0.00	0	0
Superintendent	0		90.55	0	0.00	0	0.00	0	0
Journeyman	0		66.60	0	0.00	0	0.00	0	0
Apprentice	0		52.98	0	0.00	0	0.00	0	0
Laborer	0		40.87	0	0.00	0	0.00	0	0
Project Coordinator	0		66.85	0	0.00	0	0.00	0	0
Misc Expenses	0		0.00	0	0.00	0	0.00	0	0
Small Tools	0		0.00	0	0.00	0	0.00	0	0
Safety Equipment	0		0.00	0	0.00	0	0.00	0	0
Travel / Truck Expense	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
Subtotal of Work / Items by Kische				0		0		0	0
Overhead	10.00%								0
Profit	5.00%								0
Total of Work / Items by Kische									0
Work / Items by Subcontractors									
	0		0.00	0	0.00	0	0.00	0	0
KMN Concrete deleted mowB	294	LF	(18.71)	(5.501)	0.00	0	0.00	0	(5.501)
Vertus Concrete mowB remain	96	LF	18.71	1,796	0.00	0	0.00	0	1,796
	0		0.00	0	0.00	0	0.00	0	0
Vertus Conc - R&R west SOG	1		0.00	0	0.00	0	0.00	0	0
Min 2 yard req included	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
Subtotal of Work / Items by Subcontractors				(3,705)		0		0	(3,705)
Overhead	0.00%								0
Profit	0.00%								0
Total of Work / Items by Subcontractors									(3,705)
Other Costs									
State and RTD Sales Tax	0.00%								0
City and County Use Tax	0.00%								0
General Liability Insurance	0.50%								(19)
Builders Risk Insurance	0.50%								(19)
Payment and Performance Bond	2.00%								(74)
Subtotal of Other Costs									(111)
Overhead	0.00%								0
Profit	0.00%								0
Total of Other Costs									(111)
TOTAL COST				(3,705)		0		0	(3,816)

KMN Concrete, Inc.

1027 Kane Drive

Estimate

Date	Estimate #
6/9/2021	706

Name / Address
Krische Construction INC. 605 Weaver Park Road Longmont CO, 80501 303-776-7643

				Project
Description		Qty	Rate	Total
Concrete Overflow Wall				
Form, Finish	SF	112.1	8.00	896.80
Rebar #5	LB	100.8	1.00	100.80
Rebar #4	LB	32.3	1.00	32.30
Concrete	CY	3.1	140.00	434.00
Outlet Structure Slab				
Form, Finish	SF	16	2.00	32.00
Rebar #	LB	53.8	1.00	53.80
Concrete	CY	0.4	140.00	56.00
Outlet Structure Walls				
Form, Finish	SF	38.2	10.00	382.00
Set Embed Angle	LF	16	5.00	80.00
Blockout	SF	4	15.00	60.00
Rebar #	LB	73.7	1.00	73.70
Concrete	CY	1	140.00	140.00
Concrete Mow Band at Fence				
Fence	LF	294	15.00	4,410.00
Rebar #3	LB	248.8	1.00	248.80
Concrete	CY	6	140.00	840.00
Building on Spread Footings				
Column Footing Pad-F4 9 EA				
Form, Finish	SF	144	6.00	864.00
Rebar #5	LB	316.9	1.00	316.90
Concrete 3000 PSI	CY	5.9	140.00	826.00
Place Concrete	CY	5.9	15.00	88.50
Column Footing Pad-F4.5 3 EA				
Form, Finish	SF	75	6.00	450.00
Rebar #5	LB	155.8	1.00	155.80
Thank you for your business.			Total	

CHANGE ORDER NO. 28

PROJECT TITLE: Town of Mead - Public Works Maintenance Facility
 CONTRACTOR: KCI
 PROJECT NUMBER: 2021-006
 PURCHASE ORDER NO.:
 DESCRIPTION: Add Card Reader Pedestal Gooseneck and Evaporative Cooler Modifications

1. Reason for change:

Modification/addition of work to plans during construction as requested or needed by owner.

2. Description of Change:

This change order includes changes to the contract for work change directives as noted below:

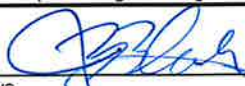
Add Card Reader Pedestal Gooseneck = \$2,726
 Evaporative Cooler Modifications = \$4,480

3. Change in Contract Cost: \$7,206.00

4. Change in Contract Time: 0 calendar days for substantial completion
 0 calendar days for final completion

ORIGINAL CONTRACT COST	\$3,472,201.00
TOTAL APPROVED CHANGE ORDERS	\$384,516.05
TOTAL PENDING CHANGE ORDERS	\$0.00
TOTAL THIS CHANGE ORDER	\$7,206.00
TOTAL % OF ORIGINAL CONTRACT, THIS C.O.	0.21%
TOTAL % OF ORIGINAL CONTRACT, ALL C.O.'S	11.28%
ADJUSTED CONTRACT COST	\$3,863,923.05

(Assuming all change orders approved)

ACCEPTED BY: 
 Contractor's Representative

DATE: 3/31/23

REVIEWED BY:
 Construction Manager

DocuSigned by:

Erika Rasmussen

DATE: 03/31/2023

APPROVED BY:
 Town Engineer / Public Works Director

DATE: 3/31/2023

APPROVED BY:
 Town Manager

DATE:

APPROVED BY:

DATE:

cc: City Clerk Architect
 Contractor Engineer
 Project File Purchasing



605 Weaver Park Road
Longmont, CO 80501
P. 303-776-7643

CHANGE ORDER REQUEST (COR)

CONSTRUCTING QUALITY. BUILDING TRUST.

Date: 2.1.23
COR #: 73

Mead Public Works
PROJECT

SUBMITTED TO - OWNER's Representative

Joe Black
KRISCHE CONSTRUCTION

CC:

Detailed Description of Change Request:

add to change goose neck pedestals from standard to duel head pad mount style. Please see attached sub back up and cut sheets on revised goose neck peds.

Value of this Request for Change: 2,726

Calendar Days project is extended: 0

Contractor: 2.1.23
Krische Construction Date

Architect: D2C Architects Date

Owner: Erika Rasmussen Date

Owner: George Latour Date



605 Weaver Park Road
Longmont, CO 80501
P. 303-776-7643

CHANGE ORDER REQUEST (COR)

CONSTRUCTING QUALITY. BUILDING TRUST.

Date: 2.1.23
COR #: 73

Mead Public Works

PROJECT

add to change goose neck pedestals from standard to duel head pad mount style. Please see attached sub back up and cut sheets on revised goose neck peds.

DESCRIPTION OF CHANGE

DESCRIPTION	QTY	UNIT	UNIT \$	LABOR	UNIT \$	MATERIAL	UNIT \$	SUBCONTRACT / OTHER	TOTAL
Work / Items by KCI Construction	0		0.00	0	0.00	0	0.00	0	0
Project Executive	0		143.29	0	0.00	0	0.00	0	0
Project Manager	2		87.46	175	0.00	0	0.00	0	175
Superintendent	0		90.55	0	0.00	0	0.00	0	0
Journeyman	0		66.60	0	0.00	0	0.00	0	0
Apprentice	0		52.98	0	0.00	0	0.00	0	0
Laborer	0		40.87	0	0.00	0	0.00	0	0
Project Coordinator	1		68.85	69	0.00	0	0.00	0	69
Misc Expenses	0		0.00	0	0.00	0	0.00	0	0
Small Tools	0		0.00	0	0.00	0	0.00	0	0
Safety Equipment	0		0.00	0	0.00	0	0.00	0	0
Travel / Truck Expense	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
Subtotal of Work / Items by Kische				244		0		0	244
Overhead	10.00%								24
Profit	5.00%								12
Total of Work / Items by Kische									280
Work / Items by Subcontractors	0		0.00	0	0.00	0	0.00	0	0
Jones fencing	1		0.00	0	0.00	0	0.00	2,247	2,247
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
Subtotal of Work / Items by Subcontractors				0		0		2,247	2,247
Overhead	2.50%								56
Profit	2.50%								56
Total of Work / Items by Subcontractors									2,359
Other Costs									
State and RTD Sales Tax	0.00%								0
City and County Use Tax	0.00%								0
General Liability Insurance	0.50%								12
Builders Risk Insurance	0.50%								12
Payment and Performance Bond	2.00%								50
Subtotal of Other Costs									75
Overhead	10.00%								7
Profit	5.00%								4
Total of Other Costs									86
TOTAL COST				244		0		2,247	2,726



9152 MARSHALL PLACE
WESTMINSTER, CO 80031
Phone (720) 692-6291
www.Jonescfc.com



PROPOSAL

For:	Krische Construction	ESTIMATE NO:	JCF- 230124-COR#09
AT:	Mead Public Works Facility	DATE:	1/24/2023
ATTENTION:	Joe Black	FAX #	
Email:	jblack@kciconst.com	PHONE #	303-591-2131
SPECIFICATIONS by:	Field directive by owners rep for goose neck pedestals	Addendum:	
Drawing No.	By Owner	Dated:	
Dated:			

Scope of Work

We hereby submit specifications and estimates for:

ITEM #1: Change goose neck pedestals from standard to dual head pad mount style.

ADD TO BASE CONTRACT: \$2,247

Deduct for base bid pedestals: \$-420

New pedestals: \$2,374

OVERHEAD AND PROFIT: \$293

LOCATING OF ALL UNDERGROUND UTILITIES AND SPRINKLER LINES IS THE RESPONSIBILITY OF THE OWNER/
CONTRACTOR

SALES TAX INCLUDED? NO

TERMS: NET 30 DAYS. Deposit may be required. Payment not made by this date is subject to interest charges at 1.5% per month until paid. Any and all attorney fees, mechanics lien, collection costs or other unknown costs are in addition to invoice monies.

PROPOSAL IS GOOD FOR 10 DAYS FROM DATE OF QUOTE

Boo Jones

1/24/2023

Submitted by:

Date:

Owner Acceptance

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____

Signature _____



Sales Order



Page: 1

Order Number: 2108287

Order Date: 11/8/2022

Ship Date: 11/8/2022

Salesperson: 0000

Customer Number: 30-JONE001

Customer PO #: VERBAL

Fax Number:

Order Taken By:

Gate Systems

FORMERLY Perimeter Access System Services - West

6185 E. 56 th Avenue, Unit E

Commerce City, CO 80022

Phone (303) 288-1700

Fax (303) 288-7709

Sold To:

JONES COMMERCIAL FENCE LLC
16562 W. 48TH LANE
GOLDEN, CO 80403

Ship To:

JONES COMMERCIAL FENCE
9152 MARSHALL PLACE
WESTMINSTER, CO 80031

Confirm To:

JAKE

Customer Job Name			Ship VIA		F.O.B.		Terms	
MEAD PUBLIC WORKS—NO FILL			GS INSTALL		JOB SITE		NET 30 DAYS	
Item Number	Whse	Unit	Ordered	Shipped	Back Order		Price	Amount
PROVIDE AND INSTALL THE FOLLOWING								
SS CNX15	030	EACH	2.000	0.000	0.000			
HYS Slide Smart CNX, 1/2 HP, 115VAC / 220VAC, 12VDC or 24VDC Solar					HYS1			
PMKSQ	030	EACH	2.000	0.000	0.000			
POST MOUNT KIT, DOUBLE 4" STEEL SQUARE POSTS WELDED TO MAKE A (H) DESIGN					E900			
MX4566	030	EACH	2.000	0.000	0.000			
HYS Post Mount Kit for CNX					HYS3			
MX4621	030	EACH	4.000	0.000	0.000			
HYS HY-5B 2.0 Plug In Loop Detector					HYS3			
IRB-RET	030	EACH	4.000	0.000	0.000			
EMX 2016 Retroreflective Photoeye, 60' Range EMX-1120-KIT					EMX1			
64-9C-IN	030	EACH	2.000	0.000	0.000			
CEO 64" Black Steel Gooseneck In-Ground					PED1			
3502	030	EACH	2.000	0.000	0.000		211.50	423.00
KNOX KEYSWITCH					MSC3			
850LM	030	EACH	2.000	0.000	0.000			
LM Universal Receiver					LM03			

Continued

Original cost for posts. Deduct of (\$423)



Sales Order


Gate Systems

FORMERLY Perimeter Access System Services - West

6165 E. 56 th Avenue, Unit E

Commerce City, CO 80022

Phone (303) 288-1700

Fax (303) 288-7709

Page: 2

Order Number: 2108287

Order Date: 11/8/2022

Ship Date: 11/8/2022

Salesperson: 0000

Customer Number: 30-JONE001

Customer PO #: VERBAL

Fax Number:

Order Taken By:

Sold To:

 JONES COMMERCIAL FENCE LLC
 16562 W. 48TH LANE
 GOLDEN, CO 80403

Ship To:

 JONES COMMERCIAL FENCE
 9152 MARSHALL PLACE
 WESTMINSTER, CO 80031

Confirm To:

JAKE

Customer Job Name			Ship VIA		F.O.B.		Terms	
MEAD PUBLIC WORKS—NO FILL			GS INSTALL		JOB SITE		NET 30 DAYS	
Item Number	Whse	Unit	Ordered	Shipped	Back Order		Price	Amount
86LM	030	EACH	2.000	0.000	0.000			
LM Remote Antenna Mounting Kit					LM03			
813LM	030	EACH	4.000	0.000	0.000			
LM 3-Button Visor Remote Control					LM04			
INSTALLATION								
Z9OMW	030	EACH	2.000	0.000	0.000			
LABOR, MATERIALS, ANCHORS, FASTENERS AND EQUIPMENT REQUIRED TO LOCATE AND INSTALL A POST MOUNTING KIT FOR THE OPERATOR AND ATTACH THE OPERATOR DRIVE TO THE GATE PANEL					Z9			
Z9PE	030	EACH	4.000	0.000	0.000			
INSTALLATION OF PHOTO EYE ON EXISTING GATE POST OR COLUMN, OR ON POSTS.					Z9			
Z9ACCPSTW	030	EACH	2.000	0.000	0.000			
LABOR, TOOLS AND MATERIALS NECESSARY TO SET AN ACCESSORY MOUNTING POST: INCLUDES EXCAVATION AND CONCRETE. DOES NOT INCLUDE CORE DRILLING.					Z9			
Z9MISCL	030	EACH	1.000	0.000	0.000			
MISC LABOR, WIRING AND CONDUITS TO MOUNT A KNOX KEYSWITCH ONTO A FENCE POST					Z9			
Z9FLDTERM	030	EACH	1.000	0.000	0.000			

Continued



Sales Order


Gate Systems

FORMERLY Perimeter Access System Services - West
 6185 E. 56 th Avenue, Unit E
 Commerce City, CO 80022
 Phone (303) 288-1700
 Fax (303) 288-7709

Page: 3

Order Number: 2108287

Order Date: 11/8/2022

Ship Date: 11/8/2022

Salesperson: 0000

Customer Number: 30-JONE001

Customer PO #: VERBAL

Fax Number:

Order Taken By:

Sold To:

JONES COMMERCIAL FENCE LLC
 16562 W. 48TH LANE
 GOLDEN, CO 80403

Ship To:

JONES COMMERCIAL FENCE
 9152 MARSHALL PLACE
 WESTMINSTER, CO 80031

Confirm To:

JAKE

Customer Job Name			Ship VIA		F.O.B.		Terms	
MEAD PUBLIC WORKS--NO FILL			GS INSTALL		JOB SITE		NET 30 DAYS	
Item Number	Whse	Unit	Ordered	Shipped	Back Order	Price	Amount	
LABOR, CONNECTORS AND FASTENERS TO FIELD TERMINATE, ADJUST AND TEST EQUIPMENT AND ACCESSORY DEVICES					Z9			
Z9SVCL0T	030	EACH	1.000	0.000	0.000			
TRENCHER RENTAL AND OTHER MISC. NON TAXABLE SERVICES					Z9			
OPTIONAL PRICE FOR 84" DUAL HEIGHT GOOSENECK AND HOUSINGS								
84-DSP-4-12-12	030	EACH	2.000	0.000	0.000	774.80	1,549.60	
CEO 84" Dual Head Pad Mount Gooseneck Pedestal, 4" Sq. with 8" Plates and 12" Baseplate					PED1			
10-030	030	EACH	4.000	0.000	0.000	206.49	825.96	
AAS Custom Station, 7-3/8 x 7-3/8 x 5					AAS8			

NEW posts

2,374.00

Net Order:

Less Discount:

Freight:

Sales Tax:

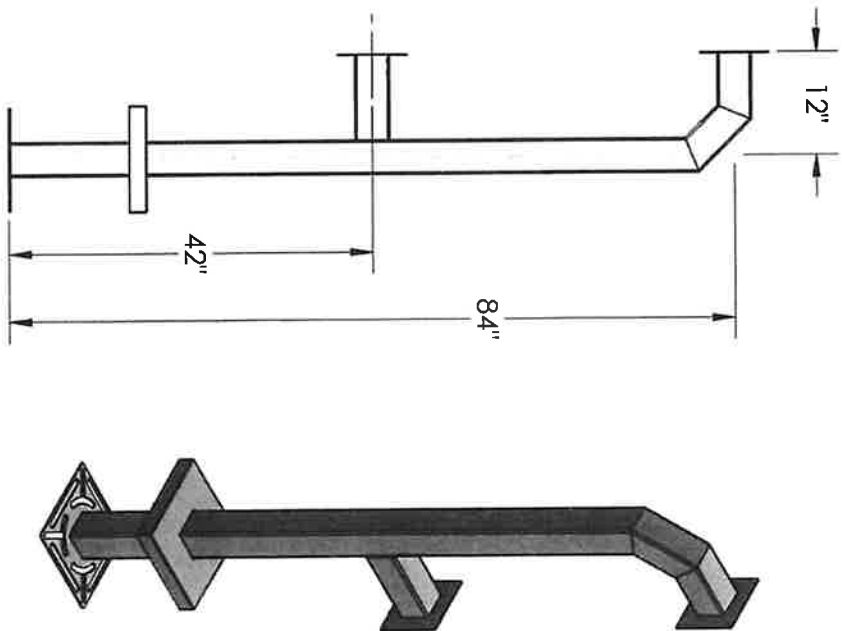
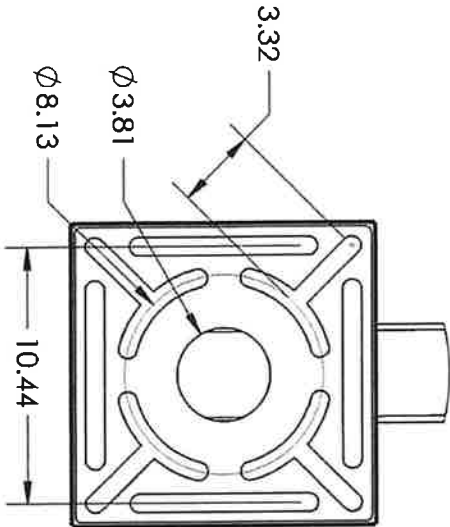
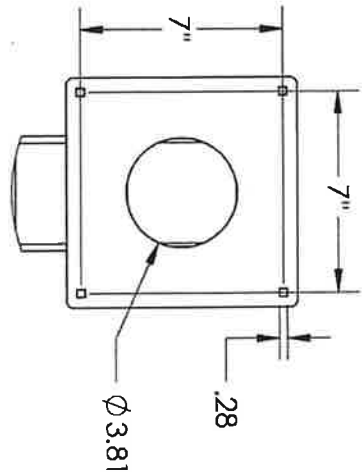
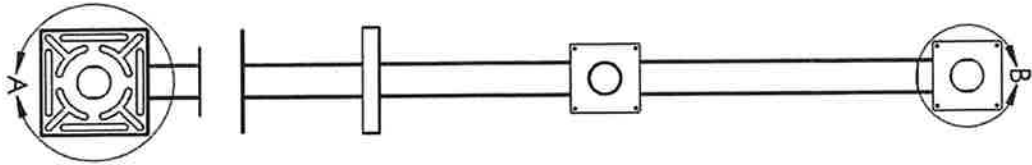
Order Total

Customer Approval: _____ Date: _____

Customer Printed Name: _____

It's under control.

WWW.PROACCESSSYSTEMS.COM



NOTES:
1. 1/2" ϕ MOUNTING HARDWARE IS RECOMMENDED FOR 5X5 BASEPLATE MODELS. L-BOLT-500, STUD-ANCHOR-500.
2. 5/8" ϕ MOUNTING HARDWARE IS RECOMMENDED FOR 8X8 AND 12X12 BASEPLATE MODELS. L-BOLT-625, STUD-ANCHOR-625.

TITLE:

INSTALLATION

UNLESS OTHERWISE SPECIFIED:

DIMENSIONS ARE IN INCHES
TOLERANCES:
FRACTIONAL: 1/32
ANGULAR: $\pm 2^\circ$
TWO PLACE DECIMAL: ± 0.010
THREE PLACE DECIMAL: ± 0.005

INTERPRET GEOMETRIC
TOLERANCING PER:
ASME Y14.5-2009

NAME	DATE
DRAWN	
CHECKED	

Thursday, October 25,
2018 2:57:46 PM

SIZE	PART NO.	REV
A	84-DSP-4-12-12	A
NO SCALE		
SHEET 1 OF 3		

A technical drawing of a mechanical assembly, likely a shaft-hub connection. The assembly consists of a long shaft (1) passing through a hub (2) and a flange (3). The shaft is supported by a bearing (4). The drawing is a perspective view showing the internal components and the external structure.

1. BUT WELDED SECTIONS ARE NOT ALLOWED, EACH SECTION OF TUBE MUST BE FROM CONTINUOUS STOCK.
2. ALL WELDS ARE TO BE CONTINUOUS FILLET WELDS UNLESS NOTED OTHERWISE.
3. SEE STANDARD PREPARATION AND COATING INSTRUCTIONS FOR COATING PROCEDURE AND COLOR.
4. FASTENERS ARE TO BE BAGGED AND SHIPPED WITH PEDESTAL.
5. SEE STANDARD PACKAGING INSTRUCTIONS FOR PACKAGING PROCEDURE.

Section 8, Item e.



605 Weaver Park Road
Longmont, CO 80601
P. 303-776-7843

CHANGE ORDER REQUEST (COR)

CONSTRUCTING QUALITY. BUILDING TRUST.

Date: 3.23.23
COR #: 75 Revised

Mead Public Works

PROJECT

SUBMITTED TO - OWNER's Representative

Joe Black

KRISCHE CONSTRUCTION

CC:

Detailed Description of Change Request:

Per RFI#075 directive, Rotate evaporative coolers 180 degrees and install new fittings.

Pricing includes disconnect of electrical installed prior to the RFI and re-install electrical after modifications.

Pricing includes reconnect ECU units water and drain piping.

Value of this Request for Change: 4,480

Calendar Days project is extended: 0

Contractor:

Krische Construction

3.23.23

Date

Architect:

D2C Architects

Date

Owner:

Erika Raemussen

Date

Owner:

George Latour

Date



605 Weaver Park Road
Longmont, CO 80501
P. 303-776-7643

CHANGE ORDER REQUEST (COR)

CONSTRUCTING QUALITY. BUILDING TRUST.

Date: 3.23.23
COR #: 75 Revised

Mead Public Works
PROJECT

Per RFI#075 directive, Rotate evaporative coolers 180 degrees and install new fittings.

Pricing includes disconnect of electrical installed prior to the RFI and re-install electrical after modifications.

DESCRIPTION OF CHANGE

DESCRIPTION	QTY	UNIT	UNIT \$	LABOR	UNIT \$	MATERIAL	UNIT \$	SUBCONTRACT / OTHER	TOTAL
Work / Items by KCI Construction	0		0.00	0	0.00	0	0.00	0	0
Project Executive	0		143.29	0	0.00	0	0.00	0	0
Project Manager	0		87.46	0	0.00	0	0.00	0	0
Superintendent	0		90.55	0	0.00	0	0.00	0	0
Journeyman	0		66.60	0	0.00	0	0.00	0	0
Apprentice	0		52.98	0	0.00	0	0.00	0	0
Laborer	0		40.87	0	0.00	0	0.00	0	0
Project Coordinator	0		68.85	0	0.00	0	0.00	0	0
Misc Expenses	0		0.00	0	0.00	0	0.00	0	0
Small Tools	0		0.00	0	0.00	0	0.00	0	0
Safety Equipment	0		0.00	0	0.00	0	0.00	0	0
Travel / Truck Expense	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
Subtotal of Work / Items by Krische				0		0		0	0
Overhead	10.00%								0
Profit	5.00%								0
Total of Work / Items by Krische									0
Work / Items by Subcontractors									
	0		0.00	0	0.00	0	0.00	0	0
Air Comfort	1		0.00	0	0.00	0	0.00	1,500	1,500
Skyline Electric	1		0.00	0	0.00	0	0.00	2,444	2,444
IPS	1		0.00	0	0.00	0	0.00	435	435
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
Subtotal of Work / Items by Subcontractors				0		0		4,379	4,379
Overhead	0.00%								0
Profit	0.00%								0
Total of Work / Items by Subcontractors									4,379
Other Costs									
State and RTD Sales Tax	0.00%								0
City and County Use Tax	0.00%								0
General Liability Insurance	0.00%								0
Builders Risk Insurance	0.00%								0
Payment and Performance Bond	2.00%								88
Subtotal of Other Costs									88
Overhead	10.00%								9
Profit	5.00%								4
Total of Other Costs									101
TOTAL COST				0		0		4,379	4,480



Change Order

To: KCI	Attn: Joe	Date: 3/10/2023	CO#: 002
Project: Mead PW	Project Location: 1341 CR 34 Mead CO		Job#: 22189E
Description: Rotate Evap Coolers 180 degrees and install new fittings REI# 75			

Furnish and Install:

(2) fittings with access to filters — ~~48.00~~

Rotate (2) existing motors 15 Hrs @ 60.00 / Hour — ~~900.00~~

Scissor lift fees including delivery and pickup — 1,500.00

Total: \$ 2,448.00

- 1,500.00

Notes and Exclusions:

This Change Order includes only the items specifically listed above

Payment to be made as follows: 100% Due Upon Approval/Progress Billing

All material is to be as specified. All invoices are due and payable within thirty (30) days of the date of the invoice. All amounts unpaid within thirty (30) days or the said invoice will accrue interest at the rate of one and on half (1 1/2) percent per month until paid. Should litigation be necessary to collect any amount due in owing pursuant to the work performed all costs, including reasonable attorney's fees and interest shall be collected. All work to be completed in a professional manner according to standard practice. Any alterations or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an additional charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and any other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance. Prepayment for specially ordered equipment is required.

This Change Order is Officially Offered by the Following Air Comfort Inc. Representative: This CO may be withdrawn if not accepted within 10 Days of offer

Signature: _____ Print Name: _____ Date of Offer: _____

Acceptance of Change Order: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____ Print Name: _____ Date of Acceptance: _____



SKYLINE
LIGHTING & ELECTRIC

Skyline Lighting & Electric

1980 S Quebec Street

Suite 202

Denver, CO 80231

(303) 337-6171

P R O P O S A L

March 10, 2023

Krische Construction
605 Weaver Park Rd.
Longmont, CO. 80501

P: 303-776-7643
F: 303-776-9598

Attn: Joe Black

jblack@kciconst.com

RFI: 75 Evap Coolers, Mead P.W.

We are pleased to quote our price below to disconnect all electrical installed prior to this RFI 75 and re-install electrical after modifications by Air Comfort are made. Brain of Evap Cooler must be installed by others and ready for SLE to complete wiring in one visit.

Conduit and wire.	\$ 250.00
Misc fittings.	\$ 100.00
Labor: 12 hours @ 105.00/hr.	\$ 1,260.00
P.M.: 1 hours @ 135.00/hr.	\$ 135.00
Trip charge: 4 @ 95.00	\$ 380.00
	\$ 2,125.00
O. H. & P: 15%:	<u>\$ 318.75</u>
Total:	\$ 2,443.75



Independent Plumbing Solutions, Inc.
 1611 E Lincoln Ave, Unit A
 Fort Collins, CO 80524
 970-566-1377
 www.iplumbingsolutions.com

Commercial Plumbing Change Order

Date: 3/14/2023

Contractor: Krische Construction

Project Name/Address: Mead Public Works
 1341 WCR 34
 Mead, CO 80542

Change Order Number: RFI#75

You are requested to make the following changes to the contract:

Reconnect ECU units (water and drain piping)

Labor 4 hours at \$95.00 = \$380.00

Material \$50.00 plus 10% profit= \$55.00

Total: \$435.00

The Original Contract sum was:

Net amount of previous change orders:

Total amount of this change order:

\$435.00

The new contract amount including this change order will be:

\$0.00

The contract time will be changed by the following number of days:

0

Please sign and date below acknowledging acceptance and approval of the change order request above.

Contractor name here

Date

Please email signed form to Pete Kraft at pete.k@iplumbingsolutions.com or fax to (970) 490-2244.



Agenda Item Summary

MEETING DATE: April 10, 2023

SUBJECT: **Resolution No. 28-R-2023** – A Resolution of the Town of Mead, Colorado, Granting Conditional Acceptance of the Phase 1B Improvements (St. Acacius Subdivision – Replat No. 1)

PRESENTED BY: Robyn Brown, Deputy Town Engineer

SUMMARY

Mr. Chaz Audet, Land Development Manager of Forestar (USA) Real Estate Group (“Developer”), having a principal office address of 188 Inverness Drive West, Suite 420, Englewood, Colorado 80112 on behalf of St. Acacius (Lakeside Canyon) has requested Conditional Acceptance of the on-site public improvements in Phase 1B, constructed as part of Phase 1 of the St. Acacius development, specifically the installation of concrete sidewalk, curb and gutter, asphalt paving, and storm sewer drainage facilities (collectively, the “Phase 1B Public Improvements”).

Town staff completed a punch list walkthrough on March 7, 2023 and created a final punch list of items for the Developer’s contractor to complete. The Conditional Acceptance letter and punch list are attached and incorporated into the proposed Resolution. Punchlist items have been corrected and accepted.

Staff recommends granting Conditional Acceptance of the Phase 1B Public Improvements. Resolution No. 28-R-2023 (the “Resolution”) memorializes the Board’s Conditional Acceptance of the Phase 1B Public Improvements. The two-year warranty period will start on May 1, 2023.

For a two-year period from the commencement date of the warranty period, the Developer is required, at its own expense, to take all actions necessary to maintain the Phase 1B 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 of or repairs to the Phase 1B Improvements, the Developer has not completed such repairs, the Town may exercise enforcement actions to secure performance, including enforcement of contractual rights and other actions set forth in Article VI of Chapter 16 of the MMC. The Resolution also requires the Developer to post a warranty letter of credit with the Town to secure the Developer’s obligation to make the necessary repairs or replacements.

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

FINANCIAL CONSIDERATIONS

There are no financial considerations associated with this request.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends the Board of Trustees approve the Resolution granting Conditional Acceptance of the Phase 1B Improvements.

A motion to approve the April 10, 2023 consent agenda will approve the Resolution.

If this item is pulled off of the consent agenda for questions or further discussion, Staff recommends the following motion:

Suggested Motion:

“I move to adopt Resolution No. 28-R-2023, a Resolution of the Town of Mead, Colorado, granting Conditional Acceptance of the Phase 1B Improvements (St. Acacius Subdivision – Replat No. 1).”

ATTACHMENTS

Resolution No. 28-R-2023

Exhibit A to Resolution – Final Punchlist (for Conditional Acceptance – Phase 1B)

Exhibit B to Resolution – Additional Conditions

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 28-R-2023**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, GRANTING
CONDITIONAL ACCEPTANCE OF THE PHASE 1B IMPROVEMENTS
(ST. ACACIUS SUBDIVISION – REPLAT NO. 1)**

WHEREAS, Forestar (USA) Real Estate Group Inc., a Delaware corporation having a principal office address of 10700 Pecan Park Boulevard, Austin, Texas 78750 (“Developer”) has caused the completion of certain public improvements benefitting the St. Acacius Subdivision, Replat No. 1 Final Plat (“Development”), specifically the public improvements associated with **Phase 1B** of the Development (the “Improvements”); and

WHEREAS, the Phase 1A public improvements associated with the Development were conditionally accepted by Resolution No. 72-R-2022 dated September 26, 2022; and

WHEREAS, the Improvements are identified in that certain Subdivision Improvement Agreement between Second Royalty LLC and the Town dated September 14, 2020 and recorded on September 14, 2020 at Rec. No. 4629455 in the Weld County property records (“County Records”), as assigned to Developer by that certain Assignment and Assumption of Subdivision Improvements Agreement dated November 9, 2020 and recorded in the County Records on November 16, 2020, at Rec. No. 4651444, and as amended by that certain First Amendment to Subdivision Improvement Agreement dated April 13, 2020 and recorded on March 19, 2021, at Rec. No. 4694812 in the County Records (together, the “SIA”); and

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

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

WHEREAS, the Town Engineer has reviewed the construction of Improvements, has determined that the Improvements have been constructed and installed in substantial conformance with the Town’s construction standards, and is recommending that the Board grant conditional acceptance of the Improvements effective as of April 10, 2023, subject to the conditions set forth in the Final Punchlist, a copy of which is attached to this Resolution as **Exhibit A**, and subject to the additional conditions attached to this Resolution as **Exhibit B**; and

WHEREAS, the Board of Trustees desires to grant conditional acceptance of the 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, in accordance with *the Town of Mead Design Standards and Construction Specifications*, Section 202.8.A.1.a, the two-year warranty for the Improvements will begin May 1, 2023; 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 Improvements identified in this Resolution and orders the commencement of the two (2) year warranty period on May 1, 2023.

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. Repealer. All resolutions and motions of the Board of Trustees of the Town of Mead or parts thereof, in conflict with this resolution are to the extent of such conflict hereby superseded and repealed.

Section 5. Effective Date. This resolution shall become effective immediately upon adoption.

Section 6. 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 10TH DAY OF APRIL, 2023.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

Exhibit A
Final Punchlist (for Conditional Acceptance – Phase 1B)
(attached – 1 page)

Exhibit B

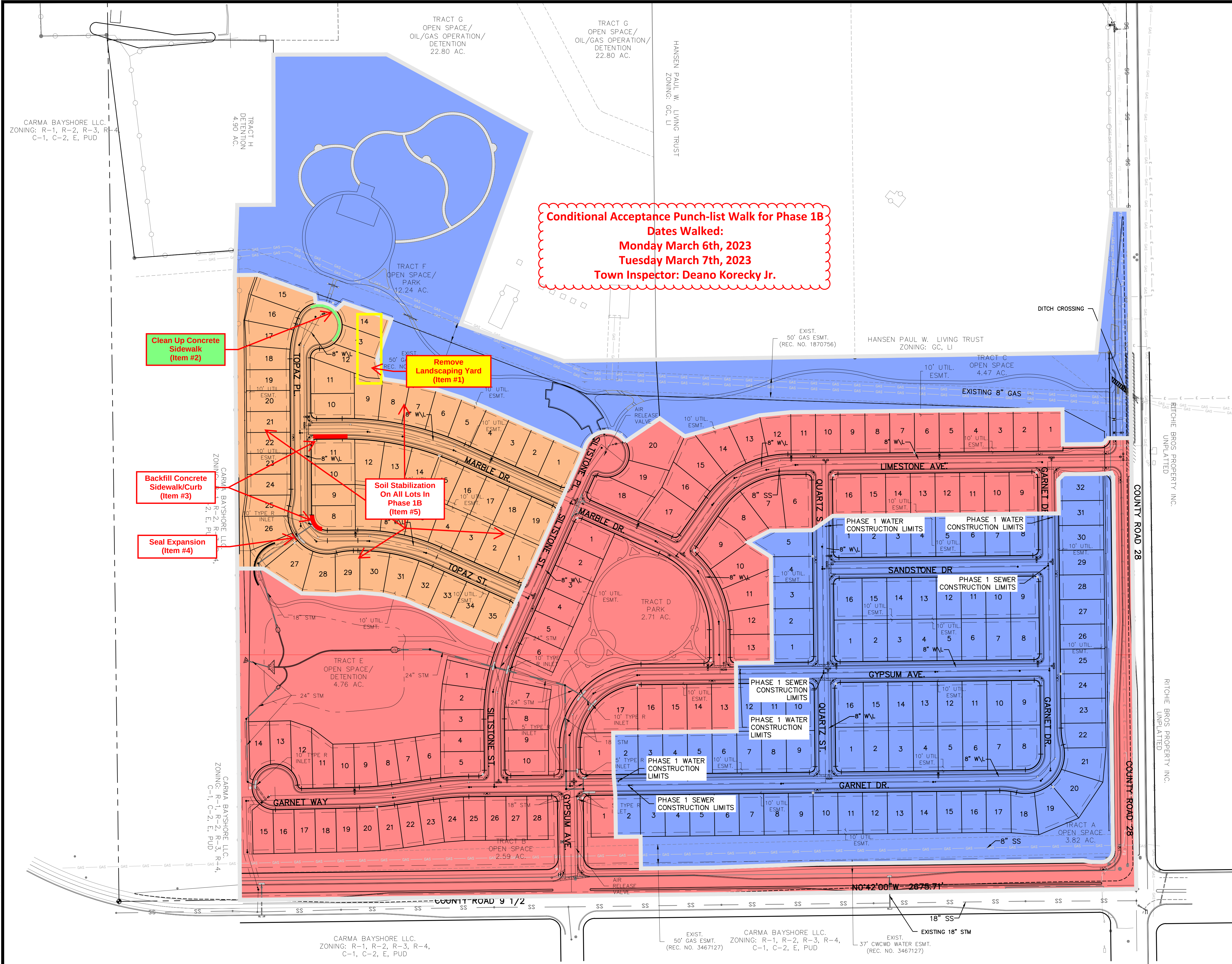
Additional conditions (Conditional Acceptance – Phase 1B)

1. Developer shall replace LOC NUSCGS034528, dated November 13, 2020, in the amount of \$7,549,755.00 (the “Phase 1 LOC”) with a new LOC in the form required by the SIA **in the amount of not less than \$1,132,463.25** and having an expiration date not earlier than August 1, 2025 (“Warranty LOC”). **The Developer shall file the Warranty LOC with the Town Engineer on or before May 15, 2023.** Upon filing of the Warranty LOC, the Town Engineer or designee shall cause the Phase 1 LOC to be released. The Warranty LOC shall be released in accordance with the terms of the SIA and the *Mead Municipal Code*.
2. Notwithstanding any language set forth in Resolution No. 72-R-2022 to the contrary, the Warranty LOC shall warrant both the Phase 1A and Phase 1B improvements. In addition, the warranty period applicable to both the Phase 1A and Phase 1B improvements shall commence on May 1, 2023.



Project Name: Saint Acacius (Lakeside Canyon)
Contractor: Forestar
Inspector: Deano Korecky Jr.
Punchwalk Dates: March 6th and March 7th, 2023
Conditional Acceptance: Phase 1B

Punch List Items						
No.	Item	Description	Location	Observation Date	Completion Date	Town Sign-Off
1	Clean Up	Clean up landscape yard and grade lots	Lot #12, Lot#13, Lot #14 (Topaz Place)	3/6/2023	3/7/2023	DAK
2	Concrete	Clean up sidewalk	In the CDS of Topaz Place	3/6/2023	3/7/2023	DAK
3	Backfill Concrete	Backfill concrete sidewalk and curb	Marble Drive and Topaz Street	3/6/2023	3/7/2023	DAK
4	Expansion	Seal all expansion per Town of Mead standards	Topaz Street (Between Lot #26 and Lot #27)	3/6/2023	3/7/2023	DAK
5	Erosion Control	Soil Stabilization	All of Phase 1B	3/6/2023	3/7/2023	DAK



Clean Up Concrete Sidewalk (Item #2)

Remove Landscaping Yard (Item #1)

Backfill Concrete Sidewalk/Curb (Item #3)

Seal Expansion (Item #4)

Soil Stabilization On All Lots In Phase 1B (Item #5)

Conditional Acceptance Punch-list Walk for Phase 1B
Dates Walked:
Monday March 6th, 2023
Tuesday March 7th, 2023
Town Inspector: Deano Korecky Jr.

PHASE 1
FULL ROADWAY AND UTILITY IMPROVEMENTS TO SERVE 135 LOTS DEFINED AS:
ROAD IMPROVEMENTS WILL FULL IMPROVEMENTS OF LIMESTONE AVE, MARBLE DR, SILSTONE ST/PL, TOPAZ ST/PL INCLUDING PAVEMENT TO THE PCRS OF FUTURE INTERSECTING STREETS. GYPSUM AVENUE WILL BE IMPROVED FROM MARBLE DR TO THE INTERSECTION OF COUNTY ROAD 9-1/2. FULL IMPROVEMENTS FOR GARNET WAY/DR FROM SILSTONE ST TO GYPSUM AVE. AND EXTENDED TO THE BACK PROPERTY LINE OF THE ADJACENT LOT. PHASE 1 WILL ALSO INCLUDE THE IMPROVEMENTS TO COUNTY ROAD 9-1/2 AND COUNTY ROAD 28 FROM LIMESTONE AVE TO COUNTY ROAD 9-1/2.
WATER
FULL WATER LINE IMPROVEMENTS WITHIN THE PHASED ROADWAY OUTLINED ABOVE AS WELL AS STUBS AT GARNET DR (AT LIMESTONE AVE AND AT GYPSUM AVE), QUARTZ ST AND GARNET WAY AT SILSTONE ST. TO INCLUDE CONNECTION POINTS AT COUNTY ROAD 28 AND COUNTY ROAD 9-1/2. STUBS FOR FUTURE PHASES WILL EXTEND 10- FEET BEYOND PHASE LINE WITH EITHER FIRE HYDRANT ASSEMBLY OR 2" BLOW-OFF VALVE.
SANITARY SEWER
FULL SANITARY SEWER IMPROVEMENTS WITHIN THE PHASED ROADWAY OUTLINED ABOVE AS WELL AS THE SANITARY OUTFALL IN GARNET WAY AND OUT TO THE CONNECTION IN COUNTY ROAD 9-1/2. STUBS AT MANHOLES FOR FUTURE PHASES WILL EXTEND 10- FEET BEYOND PHASE LINE.
STORM
TRACT E / DETENTION BASIN AND OUTLET WORKS WILL BE FULLY CONSTRUCTED WITH PHASE 1. INLETS WILL BE CONSTRUCTED AT THE INTERSECTION OF GYPSUM AVENUE AND GARNET DRIVE. INLETS WILL ALSO BE CONSTRUCTED AT THE LOW POINT WITHIN GYPSUM AVENUE AND SILSTONE STREET AND AT THE LOW POINT OF TOPAZ ST/PL. THE OUTFALL PIPES FROM THE INLETS TO THE POND WILL ALSO BE CONSTRUCTED. THE STUB FROM THE POND TO THE PHASE 2 INLET AT THE BASE OF THE CUL-DE-SAC WITHIN GARNET WAY WILL BE CONSTRUCTED. THE STORM SYSTEM WILL CONVEY FLOWS FROM THE AREA TO THE DETENTION POND.
2.7 ACRE PARK
CONSTRUCTION OF PARK AND FULL IMPROVEMENTS AS OUTLINED WITHIN THE PARK AND LANDSCAPE PLANS.

PHASE 2
FULL ROADWAY AND UTILITY IMPROVEMENTS TO SERVE ADDITIONAL 107 LOTS DEFINED AS:
FULL ROADWAY IMPROVEMENTS FOR GARNET DR (TO PHASE 1 LIMITS), SANDSTONE DR, GYPSUM AVE (FROM PHASE 1 LIMITS TO GARNET DR), QUARTZ ST. (TO PHASE 1 LIMITS) AND GARNET WAY (WEST OF SILSTONE ST.). COUNTY ROAD 28 WEST OF LIMESTONE AVE.
WATER
FULL WATER IMPROVEMENTS WITHIN THE DEFINED ROADWAYS OUTLINED ABOVE
SANITARY SEWER
FULL SANITARY SEWER AND UNDERDRAIN IMPROVEMENTS WITHIN THE DEFINED ROADWAYS ABOVE WATER.
STORM
THE CONSTRUCTION OF CURB GUTTER AND CROSS PANS TO CONVEY FLOW FROM PHASE 1 TO THE PHASE 1 INLETS AND DETENTION POND. CONSTRUCTION OF INLETS AT GARNET WAY CUL-DE-SAC AND CONNECTING PIPE OUTFALL

- NOTES:**
1. ALL PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) AND THE APPLICABLE COLORADO SUPPLEMENT.
 2. REFER TO WATER LINE AND SANITARY CONSTRUCTION PLANS BY ATWELL, LLC FOR MORE INFORMATION ON UTILITY CONSTRUCTION.
 3. REFER TO ST. ACACIUS SUBDIVISION GRADING, EROSION & SEDIMENT CONTROL (GESC) PLANS BY ATWELL, LLC FOR MORE GRADING INFORMATION.
 4. UNLESS OTHERWISE NOTED, WATERLINES SHALL BE TEMPORARILY DEAD-ENDED WITH A VALVE, TEMPORARY PLUG, BLOW-OFF, AND THRUST BLOCK AT FUTURE ADJACENT PHASE LINES. SANITARY SEWER MAINS SHALL BE CONSTRUCTED TO THE NEXT MANHOLE WITHIN THE FUTURE PHASE. STREETS SHALL BE ENDED AT PHASE LINE OR PCR AND A TEMPORARY TYPE III BARRICADE INSTALLED. STORM SEWER SHALL BE TEMPORARY PLUGGED AT PHASE LINE.
 5. EACH PHASE WILL HAVE A LOOPED WATER SYSTEM.
 6. WITH APPROVAL OF THE COUNTY, PHASES MAY BE BUILT IN ANY ORDER AS LONG AS A LOOPED WATER SYSTEM, SANITARY SEWER OUTFALL, APPROPRIATE DRAINAGE IMPROVEMENTS, & TWO POINTS OF ACCESS ARE PROVIDED.
 7. IMPROVEMENTS WITHIN EACH PHASE CONSIST OF ALL STREET, UTILITY, & DRAINAGE IMPROVEMENTS SHOWN WITHIN THE PHASE BOUNDARY & ANY OFFSITE OR OUT OF PHASE IMPROVEMENTS NOTED ON THE PLAN.
 8. ALL WATERLINES ARE REQUIRED TO USE C900 PVC DR14 UNLESS OTHERWISE NOTED.

PHASE 1A	81 LOTS
PHASE 1B	54 LOTS
PHASE 2	87 LOTS

TOWN OF MEAD APPROVAL
THESE PLANS ARE HEREBY APPROVED FOR ONE YEAR FROM DATE OF THE TOWN ENGINEER'S APPROVAL.
APPROVED BY:
TOWN ENGINEER _____ **DATE** _____
BENCHMARK:
5/8" REBAR WITH RED PLASTIC CAP MARKED "CONTROL POINT" LYING NORTH OF WELKER AVENUE AND 35 FEET WEST OF THE TOWN OF MEAD'S WATER TANK.
N=1428551.18
E=3236586.73
ELEV=5088.02 NAVD88

Know what's below.
Call before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE:
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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866.850.4200 www.atwell-group.com
143 UNION BOULEVARD, SUITE 700
LAKEWOOD, CO 80228
303.462.1100

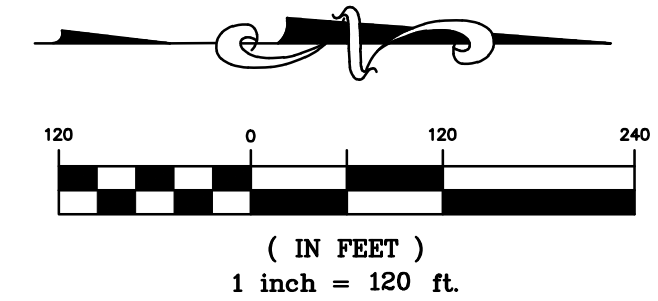
CLIENT	GLEN SMITH
9800 MT. PYRAMID COURT, STE. 340 ENGLEWOOD, CO 80112	PHONE: (303) 771-3344
CONTACT: GLEN SMITH	

CLIENT	PARK LAND COMPANY
ST. ACACIUS SUBDIVISION MEAD, CO	OVERALL PHASING PLAN

DATE	12/16/2020
F	SUBMITTAL TO TOWN OF MEAD 06/21/19 - MM
G	SUBMITTAL TO TOWN OF MEAD 08/23/19 - MM
H	SUBMITTAL TO TOWN OF MEAD 10/30/19 - MM
I	SUBMITTAL TO TOWN OF MEAD 7/17/20 - MM
J	SUBMITTAL TO TOWN OF MEAD 10/09/20 - MM

REVISIONS	

DR. NTA CH. JF
P.M. MM
BOOK
JOB 13-110
SHEET NO. 3





April 11, 2023

Mr. Chaz Audet, Land Development Manager
Forestar (USA) Real Estate Group
188 Inverness Drive West, Suite 420
Englewood, Colorado 80112

RE: Conditional Acceptance of St. Acacius (Lakeside Canyon), Phase 1B Public Improvements

Dear Mr. Audet,

This letter and the attached Resolution are to notify you that the on-site public infrastructure improvements in Phase 1B of the St. Acacius (Lakeside Canyon) Subdivision have been granted Conditional Acceptance. In accordance with the Town of Mead *Design Standards and Construction Specifications*, Section 202.8.A.1.a, the two-year warranty for these improvements will begin May 1, 2023.

In March 2023, Town of Mead Staff completed inspections of the referenced on-site public infrastructure improvements. The purpose of these inspections was to confirm completion of construction of those improvements, assess the condition of the improvements installed, and generate a punchlist detailing deficiencies requiring completion. All punchlist items have been corrected and accepted.

Once Conditional Acceptance is granted, the Phase 1B improvements will enter a 2-year warranty period, during which the developer shall, at its own expense, take all actions necessary to maintain the public improvements and make needed repairs or replacements that, in the reasonable opinion of the Town, shall become necessary.

No sooner than sixty (60) days, and at least thirty (30) days, before the end of the 2-year warranty period, and during the growing season (May 1 through October 31), the Developer shall request an inspection of the public improvements. Once the public improvements are judged by the Town to be in satisfactory condition, the Town shall grant Final Acceptance by resolution of the Board of Trustees.



Please note that Forestar is required to replace letter of credit (LOC) no. NUSCGS034528 dated November 13, 2020 in the amount of \$7,549,755.00 (the "Phase 1 LOC") with a new LOC in the form required by the SIA in the amount of not less than \$1,132,463.25 (representing 15% of the Phase 1 LOC) and having an expiration date not earlier than August 1, 2025 ("Warranty LOC"). The Warranty LOC must be filed with the Town on or before May 15, 2023.

Upon filing of the Warranty LOC, the Town Engineer or her designee will cause the Phase 1 LOC to be released.

In accordance with the attached Resolution, the Warranty LOC shall warrant both the Phase 1A and Phase 1B improvements. Accordingly, the two-year warranty period applicable to both the Phase 1A and Phase 1B improvements shall commence on May 1, 2023.

Sincerely,

Robyn Brown, P.E.
Deputy Town Engineer

ATTACHMENTS:

- St. Acacius (Lakeside Canyon), Phase 1B, On-Site Public Improvements – Punchlist
- St. Acacius (Lakeside Canyon), Phase 1B, On-Site Public Improvements – Conditional Acceptance Deficiencies Map
- Resolution No. 28-R-2023 dated April 10, 2023



Agenda Item Summary

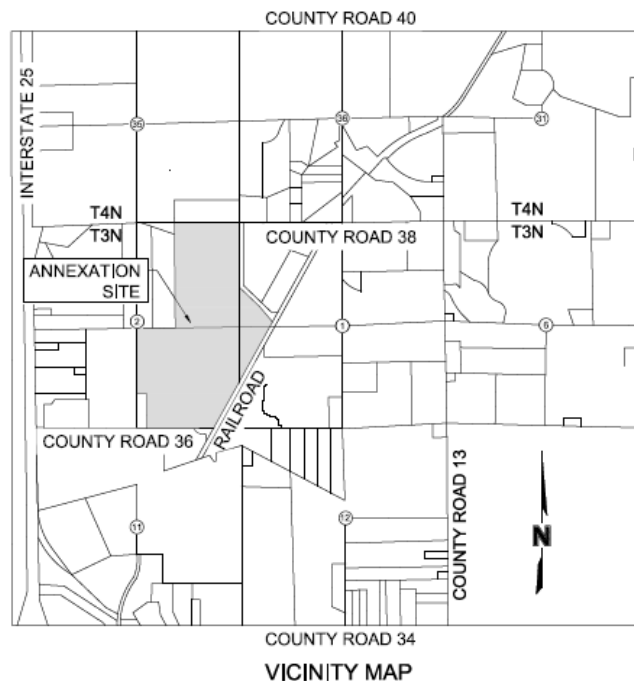
MEETING DATE: April 10, 2023

SUBJECT: **Resolution No. 29-R-2023** – A Resolution of the Town of Mead, Colorado, Accepting an Annexation Petition, Making Certain Findings of Fact, Finding Substantial Compliance for Such Petition, and Setting a Public Hearing for Property Known as the Buffalo Highlands Annexation Nos. 1-4

PRESENTED BY: Jason Bradford, Community Development Director

SUMMARY

A Petition for Annexation requesting the annexation of 278.952-acres in four parcels located at 4950 WCR 38, Platteville, CO 80651, as more fully described therein and as shown below (the “Property”), was submitted to the Town on or about February 13, 2023. Approval of Resolution No. 29-R-2023: (1) determines that the Petition for Annexation is in substantial compliance with the requirements of the Municipal Annexation Act of 1965, C.R.S §§ 31-12-101 et seq., as amended (the “Act”); and 2) schedules a public hearing (“Eligibility Hearing”) for **Monday, June 12, 2023 at 6:00 p.m.** at Mead Town Hall to consider annexing and zoning the Property.



Petitioner, BAS 2020 LLC, is the Property owner. The annexation application constitutes a voluntary application under the Act, and the “Substantial Compliance” determination is the first of three major steps required by the Act to process the application. As part of the Substantial Compliance determination, the Board of Trustees is required to set the date, time, and place for a public hearing regarding the

eligibility of the Property for annexation (the “Eligibility Hearing”). The Eligibility Hearing must occur between thirty (30) and sixty (60) days after the effective date of the Substantial Compliance resolution.

If the Board adopts the Resolution in the form presented, the Eligibility Hearing will be scheduled for **Monday, June 12, 2023**, which falls within the required time period. Action on the Resolution does not annex the Property, nor does it signify the Board of Trustees’ approval or disapproval of this annexation.

Staff believes that the Petition substantially complies with the requirements of the Act, specifically C.R.S. § 31-12-107(1), given that:

1. The Petition has been signed by one hundred percent (100%) of the landowners owning one hundred percent (100%) of the Property, exclusive of public streets and alleys.
2. The signatures on each Petition are dated within one hundred and eighty (180) days of the date on which the Petition was filed with the Town Clerk, satisfying the requirement of C.R.S. § 31-12-107(1)(e).
3. The Petition contains:
 - a. An allegation that it is desirable and necessary that the Property described in the Petition be annexed.
 - b. An allegation that the requirements of C.R.S. § 31-12-104 and § 31-12-105 exist or are met.
 - c. An allegation that the signer(s) of the Petition, together with owner(s) submitting other valid petitions for annexation to the Town, comprise more than fifty (50%) percent of the landowners of the area proposed to be annexed and own more than fifty (50%) of the area proposed to be annexed, exclusive of public streets and alleys and any land owned by the Town of Mead.
 - d. A request that the Town approve the annexation of the Property.
 - e. The signature of the landowner(s) that executed the petition.
 - f. The mailing address of the landowner(s).
 - g. A legal description of the property proposed for annexation, and a legal description of the specific real property owned by the landowner(s) that executed the petition.
 - h. The date that the landowner(s) executed the petition.
 - i. The affidavit of the petition circulator; stating that the signature of the landowner(s) therein is the signature of the person whose name it purports to be.
4. That four (4) copies of the annexation maps corresponding to the Property have been submitted to the Town with the Petition, and that the annexation maps contain the following information:
 - a. A written legal description of the boundaries of the property proposed to be annexed.
 - b. The boundary of the property proposed to be annexed.
 - c. Within the map, the boundaries and the plat numbers of plots or of lots and blocks.
 - d. Next to the boundary of the property proposed to be annexed is drawn the contiguous boundary of the Town of Mead.

If the Board of Trustees approves the Resolution (scheduling the Eligibility Hearing), the next steps will be as follows.

1. Staff will commence with satisfying all notice requirements of the Act and the *Mead Municipal Code* (“MMC”).
2. After notice is provided as required, the Board of Trustees will hold the Eligibility Hearing to determine if the requested annexation meets the applicable provisions of the Act and the Colorado Constitution and is therefore eligible for annexation into the Town.

3. Once the Property has been deemed eligible for annexation and immediately after the Eligibility Hearing, the final major step in the process is a legislative determination of the Board of Trustees as to whether it wishes to formally annex the Property into the Town and assign appropriate zoning. Because this is a serial annexation for purposes of contiguity, each of Nos. 1-4 will be recorded and effectuated in sequential order if approved.

FINANCIAL CONSIDERATIONS

Approving the Resolution in the form presented will not have any direct fiscal impact on the Town as the Resolution only states that the Petition meets statutory content requirements for an annexation petition and sets the date for the Eligibility Hearing.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends that the Board of Trustees adopt the proposed Resolution in the form provided, thereby determining that the Petition is in substantial compliance with applicable provisions of the Act, specifically C.R.S. § 31-12-107(1), and scheduling the Eligibility Hearing for June 12, 2023.

A motion to approve the April 10, 2023, consent agenda will approve Resolution No. 29-R-2023. If the Board desires to remove the Resolution from the consent agenda for questions and additional discussion, staff recommends the following motion for approval:

“I Move to Approve Resolution No. 29-R-2023, a Resolution of the Town of Mead, Colorado, Accepting an Annexation Petition, and Setting a Public Hearing for Property Known as the Buffalo Highlands Annexation Nos.1-4.”

ATTACHMENTS

Attachment 1: Resolution No. 29-R-2023

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 29-R-2023**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, ACCEPTING AN
ANNEXATION PETITION, MAKING CERTAIN FINDINGS OF FACT,
FINDING SUBSTANTIAL COMPLIANCE FOR SUCH PETITION, AND
SETTING A PUBLIC HEARING FOR PROPERTY KNOWN AS THE BUFFALO
HIGHLANDS ANNEXATION NOS. 1-4**

WHEREAS, Board of Trustees of the Town of Mead, Colorado has received and examined the filings and the Petition for Annexation requesting the annexation of certain real property more fully described in said Petition and in **Exhibit 1** attached hereto (the “Buffalo Highlands Annexation Nos. 1-4”), which exhibit is attached to this Resolution and is incorporated herein by reference (the “Subject Property”); and

WHEREAS, the Petition for Annexation has been filed of record with the Town Clerk of the Town of Mead, State of Colorado, and

WHEREAS, the Board of Trustees finds as follows:

1. That the Petition contains the following:
 - (a) An allegation that the requirements of C.R.S. §§ 31-12-104 and 31-12-105 exist or are met.
 - (b) An allegation that the signer(s) of the petition comprises more than fifty percent (50%) of the landowners in the Subject Property owning more than fifty percent (50%) of the Subject Property, exclusive of public streets and alleys and any land owned by the Town.
 - (c) A request that the Town of Mead approve the annexation of the Subject Property.
 - (d) The signature of the landowner(s) that executed the petition.
 - (e) The mailing address of the landowner(s) that executed the petition.
 - (f) The legal description of the Subject Property.
 - (g) The date that the landowner(s) executed the petition.
 - (h) The affidavit of the petition circulator; stating that the signature of the landowner(s) therein is the signature of each person whose name it purports to be.
2. That four (4) copies of the annexation maps corresponding to the Subject Property have been submitted to the Town with the Petition, and that the annexation maps contain the following information:
 - (a) A written legal description of the boundaries of the Subject Property proposed to be annexed.
 - (b) A map showing the boundary of the Subject Property proposed to be annexed.

- (c) Within the maps, the boundaries and the plat numbers of plots or of lots and blocks.
 - (d) Next to the boundary of the Subject Property proposed to be annexed is drawn the contiguous boundary of the Town of Mead.
3. That no signature on the Petition is dated more than one hundred eighty (180) days prior to the date of filing of the Petition for Annexation with the Town Clerk of the Town of Mead, State of Colorado.

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

Section 1. The foregoing recitals and findings are incorporated herein as findings and conclusions of the Board of Trustees.

Section 2. The Petition for Annexation to the Town of Mead of the Subject Property, commonly referred to as the “Buffalo Highlands Annexation Nos. 1-4”, which Petition was officially filed of record with the Town Clerk of the Town of Mead on or about February 13, 2023, substantially complies with the requirements of C.R.S. § 31-12-107(1).

Section 3. No election is required under C.R.S. § 31-12-107(2).

Section 4. No additional terms and conditions are to be imposed except as provided in the Petition for Annexation and in any annexation agreement which may be entered into by and between the Town of Mead and the petitioner(s), which are not to be considered additional terms and conditions within the meaning of C.R.S. § 31-12-112.

Section 5. A public hearing shall be held on **Monday, June 12, 2023, at 6:00 p.m.** at the Mead Town Hall, 441 Third Street Mead, CO 80542, for the purpose of determining and finding whether the proposed annexation complies with Section 30 of Article II of the Colorado Constitution and the applicable provisions of C.R.S. §§ 31-12-104 and 31-12-105.

Section 6. Any person may appear at such hearing and present evidence pertaining to the eligibility of the proposed annexation of the Subject Property to the Town of Mead.

Section 7. The proposed annexation is hereby referred to the Planning Commission. In accordance with Sec. 16-8-90 of the Mead Municipal Code (“MMC”), the Planning Commission shall consider the proposed annexation and proceed to submit its written recommendation regarding the proposed annexation to the Board of Trustees on or before the date of the eligibility hearing. In addition, Sec. 16-8-90 of the MMC requires the Planning Commission to hold a public hearing on the proposed initial zoning of the Subject Property as required by the Town’s Land Use Code if zoning of the Subject Property is requested at the time of annexation.

Section 8. Effective Date. This resolution shall become effective at 12:00 noon on Friday, April 14, 2023.

Section 9. 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 10TH DAY OF APRIL 2023.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

Exhibit 1
Legal Description
Buffalo Highlands Annexation Nos. 1-4

Annexation #1 – Legal Description

A tract of land in the Southeast Quarter of Section 2 and the Northeast Quarter of Section 11 all in Township 3 North, Range 68 West of the 6th Principal Meridian, Weld County, Colorado, being more particularly described as follows:

Commencing at the Southwest corner of the Southeast Quarter of said Section 2;

Thence along the West line of said Southeast Quarter, North 00°24'16" West, a distance of 30.00 feet to the North right-of-way line of Weld County Road 36 as recorded in Book 86, at Page 273 and being opened by road petition in Book 2, at Page 325 in the Office of the Weld County Clerk and Recorder;

Thence along said North right-of-way line and parallel with the South line of said Southeast Quarter of Section 2, North 89°35'30" East, a distance of 190.46 feet to a Northeast corner of the Postle Annexation plat as recorded at Reception Number 4774032 in the Office of the Weld County Clerk and Recorder and also being the **POINT OF BEGINNING**;

Thence leaving said North right-of-way line, South 78°56'39" East, a distance of 150.94 feet to a point on the South line of said Southeast Quarter of Section 2;

Thence South 77°58'44" West, a distance of 149.03 feet to a point on the South line of the aforementioned right-of-way and also the East line of the Postle Annexation plat;

Thence along the East line of said plat, North 02°15'45" West, a distance of 60.03 feet to the **POINT OF BEGINNING**.

Said tract of land contains 4,408 Square Feet or 0.101 Acres of land, more or less.

Annexation #2 – Legal Description

A tract of land in the Southeast Quarter of Section 2 and the Northeast Quarter of Section 11 all in Township 3 North, Range 68 West of the 6th Principal Meridian, Weld County, Colorado, being more particularly described as follows:

Commencing at the Southwest corner of the Southeast Quarter of said Section 2;

Thence along the West line of said Southeast Quarter, North 00°24'16" West, a distance of 30.00 feet to the North right-of-way line of Weld County Road 36 as recorded in Book 86, at Page 273 and being opened by road petition in Book 2, at Page 325 in the Office of the Weld County Clerk and Recorder;

Thence along said North right-of-way line and parallel with the South line of said Southeast Quarter of Section 2, North 89°35'30" East, a distance of 190.46 feet to a Northeast corner of the Postle Annexation plat as recorded at Reception Number 4774032 in the Office of the Weld County Clerk and Recorder, also

being the Northwestern most corner of Buffalo Highlands Annexation No. 1 and also being the **POINT OF BEGINNING**;

Thence leaving said North right-of-way line, South 88°07'07" East, a distance of 750.87 feet to a point on the South line of said Southeast Quarter of Section 2;

Thence South 87°17'46" West, a distance of 748.92 feet to a point on the South line of the aforementioned right-of-way, also being the Southwest corner of Buffalo Highlands Annexation No. 1 and also the East line of the Postle Annexation plat;

Thence along the Southern line of Buffalo Highlands Annexation No. 1, North 77°58'44" East, a distance of 149.03 feet to a point on the South line of said Southeast Quarter of Section 2;

Thence along the Northern line of Buffalo Highlands Annexation No. 1, North 78°56'39" West, a distance of 150.94 feet to the **POINT OF BEGINNING**.

Said tract of land contains 18,070 Square Feet or 0.415 Acres of land, more or less.

Annexation #3 – Legal Description

A tract of land in the Southeast Quarter of Section 2 and the Northeast Quarter of Section 11 all in Township 3 North, Range 68 West of the 6th Principal Meridian, Weld County, Colorado, being more particularly described as follows:

Commencing at the Southwest corner of the Southeast Quarter of said Section 2;

Thence along the West line of said Southeast Quarter, North 00°24'16" West, a distance of 30.00 feet to the North right-of-way line of Weld County Road 36 as recorded in Book 86, at Page 273 and being opened by road petition in Book 2, at Page 325 in the Office of the Weld County Clerk and Recorder;

Thence along said North right-of-way line and parallel with the South line of said Southeast Quarter of Section 2, North 89°35'30" East, a distance of 190.46 feet to a Northeast corner of the Postle Annexation plat as recorded at Reception Number 4774032 in the Office of the Weld County Clerk and Recorder, also being the Northwestern most corner of Buffalo Highlands Annexation No. 1 and No. 2 and also being the **POINT OF BEGINNING**;

Thence leaving said North right-of-way line, South 89°25'36" East, a distance of 1750.97 feet to a point on the South line of said Southeast Quarter of Section 2;

Thence South 88°36'32" West, a distance of 1749.03 feet to a point on the South line of the aforementioned right-of-way, also being the Southwest corner of Buffalo Highlands Annexation No. 1 and No. 2 and also the East line of the Postle Annexation plat;

Thence along the Southern line of Buffalo Highlands Annexation No. 2, North 87°17'46" East, a distance of 748.92 feet to a point on the South line of said Southeast Quarter of Section 2;

Thence along the North line of Buffalo Highlands Annexation No. 2, North 88°07'07" West, a distance of 750.87 feet to the **POINT OF BEGINNING**.

Said tract of land contains 30,013 Square Feet or 0.689 Acres of land, more or less.

Annexation #4 – Legal Description

A tract of land in the Southeast Quarter and the Northeast Quarter of Section 2, and the Northeast Quarter of Section 11, and the West Half of Section 1 all in Township 3 North, Range 68 West of the 6th Principal Meridian, and the Southeast Quarter of Section 35 in Township 4 North, Range, 68 West of the 6th Principal Meridian, all in Weld County, Colorado, being more particularly described as follows:

Commencing at the Southwest corner of the Southeast Quarter of said Section 2;

Thence along the West line of said Southeast Quarter, North 00°24'16" West, a distance of 30.00 feet to the North right-of-way line of Weld County Road 36 as recorded in Book 86, at Page 273 and being opened by road petition in Book 2, at Page 325 in the Office of the Weld County Clerk and Recorder;

Thence along said North right-of-way line and parallel with the South line of said Southeast Quarter of Section 2, North 89°35'30" East, a distance of 190.46 feet to a Northeast corner of the Postle Annexation plat as recorded at Reception Number 4774032 in the Office of the Weld County Clerk and Recorder and also being the **POINT OF BEGINNING**;

Thence continuing along said right-of-way line, North 89°35'30" East, a distance of 39.54 feet to a point on the West line of Lot B of Recorded Exemption No. 1207-2-4-RE871 as recorded at Reception Number 02054589 in the Office of the Weld County Clerk and Recorder;

Thence along said West line North 00°24'16" West, a distance of 916.88 feet to a corner of said Lot B;

Thence along a Southerly line of said Lot B South 89°35'30" West, a distance of 230.00 feet to the West line of said Lot B, also being the West line of the Southeast Quarter of Section 2;

Thence along said West line North 00°24'16" West, a distance of 1694.52 feet (1694.67 feet platted) to the Northwest corner said Lot B, also being the Northwest corner of said Southeast Quarter of Section 2;

Thence along the North line of said Southeast Quarter of Section 2, North 89°14'08" East, a distance of 990.00 feet to a corner of said Lot B;

Thence leaving said North line of said Southeast Quarter and along a western line of said Lot B and extended line of Lot B North 00°24'05" West, a distance of 2702.02 feet to the South right-of-way line of Weld County Road 38 as recorded in Book 86, at Page 273 and being opened by road petition in Book 2, at Page 325 in the Office of the Weld County Clerk and Recorder;

Thence along said South right-of-way and 30.00 feet South of and parallel to the North line of the Northeast Quarter of said Section 2, South 88°51'05" West, a distance of 22.12 feet to a Southeastern corner of the High Point at Mead Annexation Map as recorded at Reception Number 3907750 in the Office of the Weld County Clerk and Recorder;

Thence along the East line of said Annexation Map, North 00°17'15" West, a distance of 60.01 feet to the North right-of-way line of said Weld County Road 38;

Thence along said right-of-way line and 30.00 feet North of and parallel to the North line the Northeast Quarter of said Section 2, North 88°51'05" East, a distance of 1,709.02 feet;

Thence leaving said right-of-way line, South 00°09'38" East, a distance of 30.00 feet to the Northeast corner of the Northeast Quarter of said Section 2;

Thence along the East line of said Northeast Quarter, South 00°09'38" East, a distance of 1714.79 feet to the Southwest corner of a tract of land described and recorded at Reception Number 4753423 in the Office of the Weld County Clerk and Recorder;

Thence leaving said East line and along the Southerly line of said tract South 46°07'42" East, a distance of 720.43 feet to the Southeast corner of said tract of land, also being the Southwest corner of a tract of land described and recorded at Reception Number 4366040 in the Office of the Weld County Clerk and Recorder;

Thence along the Southerly line of said tract, South 46°07'42" East, a distance of 34.86 feet;

Thence continuing along said Southerly line South 39°57'58" East, a distance of 430.88 feet;

Thence continuing along said Southerly line South 29°07'51" East, a distance of 60.90 feet (60.84 feet record) to the Southeast corner of said tract, also being the Westerly right of way line of a railroad as described and recorded in Book 212 at Page 329 in the Office of the Weld County Clerk and Recorder;

Thence along said Westerly right-of-way line, South 29°00'38" West, a distance of 3,218.71 feet to a point on the South right-of-way line of aforementioned Weld County Road 36;

Thence along said South right-of-way line and 30.00 feet South of and parallel to the South line of the Southeast Quarter of said Section 2, South 89°35'30" West, a distance of 1740.84 feet to the East line of the aforementioned Postle Annexation plat, also being the Southwest corner of Buffalo Highlands Annexation No. 1, 2, and 3;

Thence along the Southern line of Buffalo Highlands Annexation No. 3, North 88°36'32" East, a distance of 1749.03 feet;

Thence along the Northern line of Buffalo Highlands Annexation No. 3, North 89°25'36" West, a distance of 1750.97 feet to the **POINT OF BEGINNING**.

Said tract of land contains 12,098,658 Square Feet or 277.747 Acres of land, more or less.

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 30-R-2023**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, IN OPPOSITION
TO STATEWIDE LAND USE AND ZONING PREEMPTIONS IN SENATE
BILL 23-213**

WHEREAS, for a century, the State of Colorado has committed both in statute and in the state constitution to the local control of land use planning and zoning because local governments are closest to the land and to the people that occupy it; and

WHEREAS, zoning and land use cannot be viewed separately from the impacts of proposed uses of land on surrounding properties and a community as a whole, including the ability to ensure adequate water and utilities; to provide enough public safety services, schools, and recreational services; to make sure that sufficient and safe infrastructure is available to handle increased population or more intense uses; to align development with the community's economic goals; to prevent displacement of existing people; to preserve important historical sites; and to protect open space and the environment in general; and

WHEREAS, Senate Bill 23-213 would place statewide mandates on hyper local land use matters and substitute the judgment of legislators and state regulators who lack the understanding needed to make reasoned and informed decisions for our community; and

WHEREAS, Senate Bill 23-213 will undermine long-range planning efforts and will severely limit the Town's ability to maintain reasonable zoning regulations to ensure a high quality of life and sound economic environment for our current and future residents, workers, and business owners; and

WHEREAS, Senate Bill 23-213 silences the voices of our residents by taking away the right to be heard at public hearings on zoning matters or to use their constitutional rights of initiative or referendum to address zoning and land use matters; and

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

Section 1. It is the position of the Town of Mead that municipalities are best suited to determine appropriate zoning laws for their communities and that collaboration and cooperation – not top-down statewide mandates and giveaways to special interests – are the key ingredients to finding a solution to Colorado's affordable housing problem.

Section 2. The Board of Trustees of the Town of Mead opposes Senate Bill 23-213 and strongly urges its legislators to vote NO on this unprecedented and irresponsible preemption.

Section 3. Effective Date. This resolution shall become effective immediately upon adoption.

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 10th DAY OF APRIL, 2023.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor



Agenda Item Summary

MEETING DATE: April 10, 2023

SUBJECT: **Ordinance No. 1029** – An Ordinance of the Town of Mead, Colorado, Approving a Cable Franchise Agreement With Comcast of Colorado IX, LLC, Locally Known as Comcast, and Authorizing the Mayor and Town Clerk to Execute the Franchise Agreement on Behalf of the Town

PRESENTED BY: Marcus McAskin, Town Attorney

SUMMARY

Before the Board of Trustees (“Board”) for consideration is a non-exclusive cable franchise agreement (“Franchise”) between the Town and Comcast of Colorado IX, LLC (“Comcast”). The Franchise permits Comcast to use rights-of-way within the Town of Mead to construct, operate, maintain, reconstruct and rebuild a cable system for the purpose of providing cable service to the Town. If adopted, the Franchise will be effective for a term of ten (10) years.

The Board is authorized by Article 2 of Chapter 5 of the *Mead Municipal Code* (“MMC”). The MMC provides that cable franchises may be approved following a public hearing unless the Board finds that, as applicable here, the cable franchise applicant: (1) has not substantially complied with applicable law; (2) does not provide the quality of service that is reasonable in light of community needs; (3) does not have the financial, legal, or technical capability to provide cable services; or (4) will not reasonably be able to meet future cable-related needs of the community.

Notice of the public hearing was published on April, 2023, and the Board has jurisdiction to consider the Franchise.

FINANCIAL CONSIDERATIONS

Under the Franchise, Comcast makes quarterly payments to the Town in an amount equal to five percent (5%) of Comcast’s gross revenues, as that term is defined in the Franchise.

In addition to the quarterly payments, Comcast will provide the Town with an Access Programming capital equipment grant of \$40,000. An initial payment of \$20,000 will be made to the Town within 120 days of the Town’s written request. The Town may request the additional \$20,000 following the fifth anniversary of the Franchise, and Comcast will deliver that second portion of the capital equipment grant to the Town within 120 days of the Town’s request.

STAFF RECOMMENDATION/ACTION REQUIRED

Suggested motion:

“I move to adopt Ordinance No. 1029, An Ordinance of the Town of Mead, Colorado, Approving a Cable Franchise Agreement with Comcast of Colorado IX, LLC, Locally Known as Comcast, and Authorizing the Mayor and Town Clerk to Execute the Franchise Agreement on Behalf of the Town .”

ATTACHMENTS

Ordinance No. 1029 (Attachment A – Franchise Agreement)
Confirmation of Publication – Longmont Times Call April 5, 2023

**TOWN OF MEAD, COLORADO
ORDINANCE NO. 1029**

**AN ORDINANCE OF THE TOWN OF MEAD, COLORADO, APPROVING A
CABLE FRANCHISE AGREEMENT WITH COMCAST OF COLORADO IX,
LLC, LOCALLY KNOWN AS COMCAST, AND AUTHORIZING THE MAYOR
AND TOWN CLERK TO EXECUTE THE FRANCHISE AGREEMENT ON
BEHALF OF THE TOWN**

WHEREAS, the Board of Trustees is authorized to approve cable franchise agreements pursuant to the provisions of Article 2 of Chapter 5 of the *Mead Municipal Code* (“MMC”); and

WHEREAS, COMCAST OF COLORADO IX, LLC, a Delaware limited liability company (“Comcast”) has applied to the Town to secure a 10-year non-exclusive cable franchise; and

WHEREAS, the proposed Cable Franchise Agreement between the Town and Comcast is attached to this Ordinance as **Attachment A** and is incorporated herein by this reference (“Franchise”); and

WHEREAS, pursuant to public notice required by the MMC, the Board of Trustees of the Town of Mead (“Board”) conducted a public hearing on the Franchise on April 10, 2023; and

WHEREAS, the Board hereby finds that the public has had adequate notice and opportunity to comment upon the proposed Franchise; and

WHEREAS, the Board also finds that Comcast’s application or the terms of the Franchise evidence that: (a) Comcast has the financial, technical or legal qualifications to provide cable service; (b) Comcast will provide adequate public, educational and governmental access channel capacity, facilities, or financial support; and (c) the proposed terms of the Franchise comply with applicable federal, state and local laws and regulations; and

WHEREAS, the Board hereby finds that it would serve the public interest of the citizens of the Town of Mead to approve the proposed Franchise and therefore desires to delegate authority to the Mayor or Mayor Pro Tem to execute the Franchise when in final form, together with any letter agreements between the Town and Comcast setting forth terms that are in addition to the terms and conditions set forth in the Franchise.

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

Section 1. Recitals Incorporated. The recitals contained above are incorporated herein by reference and are adopted as findings and determinations of the Board of Trustees.

Section 2. Agreement Approved. The Board of Trustees hereby: (1) approves the non-exclusive cable franchise by and between the Town of Mead and Comcast of Colorado IX, LLC, pursuant to the terms and conditions set forth in the Franchise, which Franchise is attached hereto as **Attachment A** and incorporated herein by reference; (2) authorizes the Town Attorney, in consultation with the Town Manager, to make any non-material changes to the Franchise, or to the letter agreements referenced below, as may be necessary that do not increase the obligations of the Town; (3) authorizes the Mayor and Town

Clerk to execute the Franchise on behalf of the Town when in final form; and (4) authorizes the Mayor or Mayor Pro Tem to execute any letter agreements between the Town and Comcast setting forth terms that are in addition to the Franchise when in final form.

Section 3. Effective Date. This ordinance shall be published and become effective as provided by law.

Section 4. Severability. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the Ordinance. The Board of Trustees hereby declares that it would have passed the ordinance including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more part, section, subsection, sentence, clause or phrase is declared invalid.

Section 5. Repealer. All ordinances or resolutions, or parts thereof, in conflict with this ordinance are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such ordinance nor revive any ordinance thereby.

Section 6. Certification. The Town Clerk shall certify to the passage of this ordinance and make not less than one copy of the adopted Code available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 10TH DAY OF APRIL, 2023.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

Attachment A
Cable Franchise Agreement
(COMCAST OF COLORADO IX, LLC)

(attached)

**COMCAST OF COLORADO IX, LLC, AND
THE TOWN OF MEAD, COLORADO**

CABLE FRANCHISE AGREEMENT

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**COMCAST OF COLORADO IX, LLC, AND
TOWN OF MEAD, COLORADO**

CABLE FRANCHISE AGREEMENT

SECTION 1. DEFINITIONS AND EXHIBITS

(A) DEFINITIONS

For the purposes of this Franchise, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning. The word "shall" is always mandatory and not merely directory.

1.1 “Access Programming” means the creation and distribution of video programming and other services and signals where governmental institutions or their designees are the primary users having editorial control over programming and services.

1.2 “Activated” means the status of any capacity or part of the Cable System in which any Cable Service requiring the use of that capacity or part is available without further installation of system equipment, whether hardware or software.

1.3 “Affiliate,” when used in connection with Grantee, means any Person who owns or controls, is owned or controlled by, or is under common ownership or control with, Grantee.

1.4 “Applicable Law” means any statute, ordinance, judicial decision, executive order or regulation having the force and effect of law, that determines the legal standing of a case or issue.

1.5 “Bad Debt” means amounts lawfully billed to a Subscriber and owed by the Subscriber for Cable Service and accrued as revenues on the books of Grantee, but not collected after reasonable efforts have been made by Grantee to collect the charges.

1.6 “Basic Service” is the level of programming service which includes, at a minimum, all Broadcast Channels, and any additional Programming added by the Grantee, and is made available to all Cable Services Subscribers in the Franchise Area.

1.7 “Broadcast Channel” means local commercial television stations, qualified low power stations and qualified local noncommercial educational television stations, as referenced under 47 USC § 534 and 535.

1.8 “Broadcast Signal” means a television or radio signal transmitted over the air to a wide geographic audience, and received by a Cable System by antenna, microwave, satellite dishes or

any other means.

1.9 “Cable Act” means Title VI of the Communications Act of 1934, as amended.

1.10 “Cable Operator” means any Person or groups of Persons, including Grantee, who provide(s) Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System or who otherwise control(s) or is (are) responsible for, through any arrangement, the management and operation of such a Cable System.

1.11 “Cable Service” means the one-way transmission to Subscribers of video programming or other programming service, and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

1.12 “Cable System” means any facility, including Grantee’s, consisting of a set of closed transmissions paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any Right-of-Way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the federal Communications Act (47 U.S.C. 201 et seq.), except that such facility shall be considered a Cable System (other than for purposes of Section 621(c) (47 U.S.C. 541(c)) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with federal statutes; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

1.13 “Channel” means a portion of the electromagnetic frequency spectrum which is used in the Cable System and which is capable of delivering a television channel (as television channel is defined by the FCC by regulation).

1.14 “Colorado Communications and Utility Alliance” or “CCUA” means the non-profit entity formed by franchising authorities and/or local governments in Colorado or its successor entity, whose purpose is, among other things, to communicate with regard to franchising matters collectively and cooperatively.

1.15 “Commercial Subscribers” means any Subscribers other than Residential Subscribers.

1.16 “Designated Access Provider” means the entity or entities designated now or in the future by the Grantor to manage or co-manage Access Channels and facilities. The Grantor may be a Designated Access Provider.

1.17 “Digital Starter Service” means the Tier of optional video programming services, which is the level of Cable Service received by most Subscribers above Basic Service and does not include Premium Services.

1.18 “Downstream” means carrying a transmission from the Headend to remote points on the Cable System or to Interconnection points on the Cable System.

1.19 “Dwelling Unit” means any building, or portion thereof, that has independent living facilities, including provisions for cooking, sanitation and sleeping, and that is designed for residential occupancy. Buildings with more than one set of facilities for cooking shall be considered Multiple Dwelling Units unless the additional facilities are clearly accessory.

1.20 “FCC” means the Federal Communications Commission.

1.21 “Fiber Optic” means a transmission medium of optical fiber cable, along with all associated electronics and equipment, capable of carrying Cable Service by means of electric lightwave impulses.

1.22 “Franchise” means the document in which this definition appears, *i.e.*, the contractual agreement, executed between the Grantor and Grantee, containing the specific provisions of the authorization granted, including references, specifications, requirements and other related matters.

1.24 “Franchise Area” means the area within the jurisdictional boundaries of the Grantor, including any areas annexed by the Grantor during the term of this Franchise.

1.25 “Franchise Fee” means that fee payable to the Grantor described in subsection 3.1.

1.26 “Grantee” means Comcast of Colorado IX, LLC, or its lawful successor, transferee or assignee.

1.27 “Grantor” or “Town” or “Town of Mead” is the Town of Mead, Colorado, a body politic and corporate under the laws of the State of Colorado.

1.28 “Gross Revenues” means, and shall be construed broadly to include all revenues derived directly or indirectly by Grantee and/or an Affiliated Entity that is the cable operator of the Cable System, from the operation of Grantee’s Cable System to provide Cable Services within the Town. Gross revenues include, by way of illustration and not limitation:

- monthly fees for Cable Services, regardless of whether such Cable Services are provided to residential or commercial customers, including revenues derived from the provision of all Cable Services (including but not limited to pay or premium Cable Services, digital Cable Services, pay-per-view, pay-per-event and video-on-demand Cable Services);
- installation, reconnection, downgrade, upgrade or similar charges associated with changes in subscriber Cable Service levels;
- fees paid to Grantee for channels designated for commercial/leased access use and shall be allocated on a pro rata basis using total Cable Service subscribers within the Town of Mead;

- converter, remote control, and other Cable Service equipment rentals, leases, or sales;
- Advertising Revenues as defined herein;
- late fees, convenience fees and administrative fees which shall be allocated on a pro rata basis using Cable Services revenue as a percentage of total subscriber revenues within the Town;
- revenues from program guides;
- Franchise Fees;
- FCC Regulatory Fees; and,
- commissions from home shopping channels and other Cable Service revenue sharing arrangements which shall be allocated on a pro rata basis using total Cable Service subscribers within the Mead.

(A) “Advertising Revenues” shall mean revenues derived from sales of advertising that are made available to Grantee’s Cable System subscribers within the Town and shall be allocated on a pro rata basis using total Cable Service subscribers reached by the advertising. Additionally, Grantee agrees that Gross Revenues subject to franchise fees shall include all commissions, rep fees, Affiliated Entity fees, or rebates paid to National Cable Communications (“NCC”) and Comcast Spotlight (“Spotlight”) or their successors associated with sales of advertising on the Cable System within the Town allocated according to this paragraph using total Cable Service subscribers reached by the advertising.

(B) “Gross Revenues” shall not include:

- actual bad debt write-offs, except any portion which is subsequently collected which shall be allocated on a *pro rata* basis using Cable Services revenue as a percentage of total subscriber revenues within the Town;
- any taxes and/or fees on services furnished by Grantee imposed by any municipality, state or other governmental unit, provided that Franchise Fees and the FCC regulatory fee shall not be regarded as such a tax or fee;
- fees imposed by any municipality, state or other governmental unit on Grantee including but not limited to Public, Educational and Governmental (PEG) Fees;
- launch fees and marketing co-op fees; and,
- unaffiliated third-party advertising sales agency fees which are reflected as a deduction from revenues.

(C) To the extent revenues are received by Grantee for the provision of a discounted

bundle of services which includes Cable Services and non-Cable Services, Grantee shall calculate revenues to be included in Gross Revenues using a methodology that allocates revenue on a *pro rata* basis when comparing the bundled service price and its components to the sum of the published rate card, except as required by specific federal, state or local law, it is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value. This calculation shall be applied to every bundled service package containing Cable Service from which Grantee derives revenues in the Town of Mead. The Grantor reserves its right to review and to challenge Grantee's calculations.

(D) Grantee reserves the right to change the allocation methodologies set forth in this Section 1.28 in order to meet the standards required by governing accounting principles as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC"). Grantee will explain and document the required changes to the Grantor within three (3) months of making such changes, and as part of any audit or review of franchise fee payments, and any such changes shall be subject to 1.27(E) below.

(E) Resolution of any disputes over the classification of revenue should first be attempted by agreement of the Parties, but should no resolution be reached, the Parties agree that reference shall be made to generally accepted accounting principles ("GAAP") as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC"). Notwithstanding the forgoing, the Grantor reserves its right to challenge Grantee's calculation of Gross Revenues, including the interpretation of GAAP as promulgated and defined by the FASB, EITF and/or the SEC.

1.29 "Headend" means any facility for signal reception and dissemination on a Cable System, including cables, antennas, wires, satellite dishes, monitors, switchers, modulators, processors for Broadcast Signals, equipment for the Interconnection of the Cable System with adjacent Cable Systems and Interconnection of any networks which are part of the Cable System, and all other related equipment and facilities.

1.30 "Leased Access Channel" means any Channel or portion of a Channel commercially available for video programming by Persons other than Grantee, for a fee or charge.

1.31 "Manager" means the Town Manager of the Grantor or designee.

1.32 "Person" means any individual, sole proprietorship, partnership, association, or corporation, or any other form of entity or organization.

1.33 "Premium Service" means programming choices (such as movie Channels, pay-per-view programs, or video on demand) offered to Subscribers on a per-Channel, per-program or per-event basis.

1.34 "Residential Subscriber" means any Person who receives Cable Service delivered to

Dwelling Units or Multiple Dwelling Units, excluding such Multiple Dwelling Units billed on a bulk-billing basis.

1.35 “Right-of-Way” means each of the following which have been dedicated to the public or are hereafter dedicated to the public and maintained under public authority or by others and located within the Town: streets, roadways, highways, avenues, lanes, alleys, bridges, sidewalks, easements, rights-of-way and similar public property and areas. Parks, trails and open space are not considered Right-of-Way.

1.36 “State” means the State of Colorado.

1.37 “Subscriber” means any Person who or which elects to subscribe to, for any purpose, Cable Service provided by Grantee by means of or in connection with the Cable System and whose premises are physically wired and lawfully Activated to receive Cable Service from Grantee's Cable System, and who is in compliance with Grantee's regular and nondiscriminatory terms and conditions for receipt of service.

1.38 “Subscriber Network” means that portion of the Cable System used primarily by Grantee in the transmission of Cable Services to Residential Subscribers.

1.39 “Telecommunications” means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received (as provided in 47 U.S.C. Section 153(43)).

1.40 “Telecommunications Service” means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used (as provided in 47 U.S.C. Section 153(46)).

1.41 “Tier” means a group of Channels for which a single periodic subscription fee is charged.

1.42 “Town Board of Trustees” means the Mead Board of Trustees, or its successor, the governing body of the Town of Mead, Colorado.

1.43 “Two-Way” means that the Cable System is capable of providing both Upstream and Downstream transmissions.

1.44 “Upstream” means carrying a transmission to the Headend from remote points on the Cable System or from Interconnection points on the Cable System.

(B) EXHIBITS

The following documents, which are occasionally referred to in this Franchise, are formally incorporated and made a part of this Franchise by this reference:

- 1) ***Exhibit A***, entitled Customer Service Standards.

- 2) **Exhibit B**, entitled Report Form.

SECTION 2. GRANT OF FRANCHISE

2.1 Grant

(A) The Grantor hereby grants to Grantee a nonexclusive authorization to make reasonable and lawful use of the Rights-of-Way within the Town of Mead to construct, operate, maintain, reconstruct and rebuild a Cable System for the purpose of providing Cable Service subject to the terms and conditions set forth in this Franchise and in any prior utility or use agreements entered into by Grantee with regard to any individual property. This Franchise shall constitute both a right and an obligation to provide the Cable Services required by, and to fulfill the obligations set forth in, the provisions of this Franchise.

(B) Nothing in this Franchise shall be deemed to waive (i) the lawful requirements of any generally applicable Grantor ordinance existing as of the Effective Date, as defined in subsection 2.3 or (ii) the right of the Grantee to offer such other services as may be permitted by and in accordance with Applicable Law.

(C) Each and every term, provision or condition herein is subject to the provisions of State law, federal law, any Charter that may be adopted the Grantor, and the ordinances and regulations of the Grantor. The Charter and Municipal Code of the Grantor, as the same may be amended from time to time, are hereby expressly incorporated into this Franchise as if fully set out herein by this reference. Notwithstanding the foregoing, the Grantor may not unilaterally alter the material rights and obligations of Grantee under this Franchise.

(D) This Franchise shall not be interpreted to prevent the Grantor from imposing additional lawful conditions for use of the Rights-of-Way.

(E) Grantee promises and guarantees, as a condition of exercising the privileges granted by this Franchise, that any Affiliate of the Grantee directly involved in the offering of Cable Service in the Franchise Area, or directly involved in the management or operation of the Cable System in the Franchise Area, will also comply with the obligations of this Franchise.

(F) No rights shall pass to Grantee by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:

(1) Any other permit or authorization required for the privilege of transacting and carrying on a business within the Town of Mead that may be required by the Grantor's ordinances and laws;

(2) Any permit, agreement, or authorization required by the Grantor for Right-of-Way users in connection with operations on or in Rights-of-Way or public property including, by way of example and not limitation, street cut permits; or

(3) Any permits or agreements for occupying any other property of the Grantor or private entities to which access is not specifically granted by this Franchise including, without limitation, permits and agreements for placing devices on poles, in conduits or in or on other structures.

(G) This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the Grantor has an actual interest. It is not a warranty of title or interest in any Right-of-Way; it does not provide the Grantee with any interest in any particular location within the Right-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.

2.2 Use of Rights-of-Way

(A) Subject to the Grantor's supervision and control, Grantee may erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across, and along the Rights-of-Way within the Town of Mead such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of a Cable System within the Town of Mead. Grantee, through this Franchise, is granted extensive and valuable rights to operate its Cable System for profit using the Grantor's Rights-of-Way in compliance with all applicable Grantor construction codes and procedures. As trustee for the public, the Grantor is entitled to fair compensation as provided for in Section 3 of this Franchise to be paid for these valuable rights throughout the term of the Franchise.

(B) Grantee must follow Grantor established nondiscriminatory requirements for placement of Cable System facilities in Rights-of-Way, including the specific location of facilities in the Rights-of-Way, and must in any event install Cable System facilities in a manner that minimizes interference with the use of the Rights-of-Way by others, including others that may be installing communications facilities. Within limits reasonably related to the Grantor's role in protecting public health, safety and welfare, the Grantor may require that Cable System facilities be installed at a particular time, at a specific place or in a particular manner as a condition of access to a particular Right-of-Way; may deny access if Grantee is not willing to comply with Grantor's requirements; and may remove, or require removal of, any facility that is not installed by Grantee in compliance with the requirements established by the Grantor, or which is installed without prior Grantor approval of the time, place or manner of installation, and charge Grantee for all the costs associated with removal; and may require Grantee to cooperate with others to minimize adverse impacts on the Rights-of-Way through joint trenching and other arrangements.

2.3 Effective Date and Term of Franchise

This Franchise and the rights, privileges and authority granted hereunder shall take effect on _____, 2023 (the "Effective Date"), and shall terminate on _____, 2033 unless terminated sooner as hereinafter provided.

2.4 Franchise Nonexclusive

This Franchise shall be nonexclusive, and subject to all prior rights, interests, easements or licenses granted by the Grantor to any Person to use any property, Right-of-Way, right, interest or license for any purpose whatsoever, including the right of the Grantor to use same for any purpose it deems fit, including the same or similar purposes allowed Grantee hereunder. The Grantor may at any time grant authorization to use the Rights-of-Way for any purpose not incompatible with Grantee's authority under this Franchise and for such additional franchises for Cable Systems as the Grantor deems appropriate.

2.5 Police Powers

Grantee's rights hereunder are subject to the police powers of the Grantor to adopt and enforce ordinances necessary to the safety, health, and welfare of the public, and Grantee agrees to comply with all laws and ordinances of general applicability enacted, or hereafter enacted, by the Grantor or any other legally constituted governmental unit having lawful jurisdiction over the subject matter hereof. The Grantor shall have the right to adopt, from time to time, such ordinances as may be deemed necessary in the exercise of its police power; provided that such hereinafter enacted ordinances shall be reasonable and not materially modify the terms of this Franchise. Any conflict between the provisions of this Franchise and any other present or future lawful exercise of the Grantor's police powers shall be resolved in favor of the latter.

2.6 Competitive Equity

(A) The Grantee acknowledges and agrees that the Grantor reserves the right to grant one (1) or more additional franchises or other similar lawful authorization to provide Cable Services within the Franchising Area. If the Grantor grants such an additional franchise or other similar lawful authorization containing material terms and conditions that differ from Grantee's material obligations under this Franchise, then the Grantor agrees that the obligations in this Franchise will, pursuant to the process set forth in this Section, be amended to include any material terms or conditions that it imposes upon the new entrant, or provide relief from existing material terms or conditions, so as to insure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include, but are not limited to: franchise fees; insurance; System build-out requirements; security instruments; Access support; customer service standards; required reports and related record keeping; competitive equity (or its equivalent) and notice and opportunity to cure breaches. The parties agree that this provision shall not require a word for word identical franchise or authorization for a competitive entity so long as the regulatory and financial burdens on each entity are materially equivalent. Video Programming services delivered over wireless broadband networks are specifically exempted from the requirements of this Section.

(B) The modification process of this Franchise as provided for in Section 2.6 (A) shall only be initiated by written notice by the Grantee to the Grantor regarding specified franchise obligations. Grantee's notice shall address the following: (1) identifying the specific terms or conditions in the competitive cable services franchise which are materially different from

Grantee's obligations under this Franchise; (2) identifying the Franchise terms and conditions for which Grantee is seeking amendments; (3) providing text for any proposed Franchise amendments to the Grantor, with a written explanation of why the proposed amendments are necessary and consistent.

(C) Upon receipt of Grantee's written notice as provided in Section 2.6 (B), the Grantor and Grantee agree that they will use best efforts in good faith to negotiate Grantee's proposed Franchise modifications, and that such negotiation will proceed and conclude within a ninety (90) day time period, unless that time period is reduced or extended by mutual agreement of the parties. If the Grantor and Grantee reach agreement on the Franchise modifications pursuant to such negotiations, then the Grantor shall amend this Franchise to include the modifications.

(D) In the alternative to Franchise modification negotiations as provided for in Section 2.6 (C), or if the Grantor and Grantee fail to reach agreement in such negotiations, Grantee may, at its option, elect to replace this Franchise by opting into the franchise or other similar lawful authorization that the Grantor grants to another provider of Cable Services, with the understanding that Grantee will use its current system design and technology infrastructure to meet any requirements of the new franchise so as to insure that the regulatory and financial burdens on each entity are equivalent. If Grantee so elects, the Grantor shall immediately commence proceedings to replace this Franchise with the franchise issued to the other Cable Services provider.

(E) Notwithstanding anything contained in this Section 2.6(A) through (D) to the contrary, the Grantor shall not be obligated to amend or replace this Franchise unless the new entrant makes Cable Services available for purchase by Subscribers or customers under its franchise agreement with the Town of Mead.

(F) Notwithstanding any provision to the contrary, at any time that a wireline facilities based entity, legally authorized by state or federal law, makes available for purchase by Subscribers or customers, Cable Services or multiple Channels of video programming within the Franchise Area without a franchise or other similar lawful authorization granted by the Grantor, then:

- (1) Grantee may negotiate with the Grantor to seek Franchise modifications as per Section 2.6(C) above; or
- (2) the term of Grantee's Franchise shall, upon ninety (90) days written notice from Grantee, be shortened so that the Franchise shall be deemed to expire on a date eighteen (18) months from the first day of the month following the date of Grantee's notice; or,
- (3) Grantee may assert, at Grantee's option, that this Franchise is rendered "commercially impracticable," and invoke the modification procedures set forth in Section 625 of the Cable Act.

2.7 Familiarity with Franchise

The Grantee acknowledges and warrants by acceptance of the rights, privileges and agreements granted herein, that it has carefully read and fully comprehends the terms and conditions of this Franchise and is willing to and does accept all lawful and reasonable risks of the meaning of the provisions, terms and conditions herein. The Grantee further acknowledges and states that it has fully studied and considered the requirements and provisions of this Franchise, and finds that the same are commercially practicable at this time, and consistent with all local, State and federal laws and regulations currently in effect, including the Cable Act.

2.8 Effect of Acceptance

By accepting the Franchise, the Grantee: (1) acknowledges and accepts the Grantor's legal right to issue and enforce the Franchise; (2) accepts and agrees to comply with each and every provision of this Franchise subject to Applicable Law; and (3) agrees that the Franchise was granted pursuant to processes and procedures consistent with Applicable Law, and that it will not raise any claim to the contrary.

SECTION 3. FRANCHISE FEE PAYMENT AND FINANCIAL CONTROLS

3.1 Franchise Fee

As compensation for the benefits and privileges granted under this Franchise and in consideration of permission to use the Grantor's Rights-of-Way, Grantee shall continue to pay as a Franchise Fee to the Grantor, throughout the duration of and consistent with this Franchise, an amount equal to five percent (5%) of Grantee's Gross Revenues.

3.2 Payments

Grantee's Franchise Fee payments to the Grantor shall be computed quarterly for the preceding calendar quarter ending March 31, June 30, September 30, and December 31. Each quarterly payment shall be due and payable no later than forty-five (45) days after said dates.

3.3 Acceptance of Payment and Recomputation

No acceptance of any payment shall be construed as an accord by the Grantor that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the Grantor may have for further or additional sums payable or for the performance of any other obligation of Grantee.

3.4 Quarterly Franchise Fee Reports

Each payment shall be accompanied by a written report to the Grantor, or concurrently sent under separate cover, verified by an authorized representative of Grantee, containing an accurate statement in summarized form, as well as in detail, of Grantee's Gross Revenues and the

computation of the payment amount. Such reports shall detail all Gross Revenues of the Cable System.

3.5 Annual Franchise Fee Reports

Grantee shall, within sixty (60) days after the end of each year, furnish to the Grantor a statement stating the total amount of Gross Revenues for the year and all payments, deductions and computations for the period.

3.6 Audits

On an annual basis, upon thirty (30) days prior written notice, the Grantor, including the Grantor's Auditor or his/her authorized representative, shall have the right to conduct an independent audit/review of Grantee's records reasonably related to the administration or enforcement of this Franchise. Pursuant to subsection 1.28, as part of the Franchise Fee audit/review the Grantor shall specifically have the right to review relevant data related to the allocation of revenue to Cable Services in the event Grantee offers Cable Services bundled with non-Cable Services. For purposes of this section, "relevant data" shall include, at a minimum, Grantee's records, produced and maintained in the ordinary course of business, showing the subscriber counts per package and the revenue allocation per package for each package that was available for Grantor subscribers during the audit period. To the extent that the Grantor does not believe that the relevant data supplied is sufficient for the Grantor to complete its audit/review, the Grantor may require other relevant data. For purposes of this Section 3.6, the "other relevant data" shall generally mean all: (1) billing reports, (2) financial reports (such as General Ledgers) and (3) sample customer bills used by Grantee to determine Gross Revenues for the Franchise Area that would allow the Grantor to recompute the Gross Revenue determination. If the audit/review shows that Franchise Fee payments have been underpaid by five percent (5%) or more (or such other contract underpayment threshold as set forth in a generally applicable and enforceable regulation or policy of the Grantor related to audits), Grantee shall pay the total cost of the audit/review, such cost not to exceed five thousand dollars (\$5,000) for each year of the audit period. The Grantor's right to audit/review and the Grantee's obligation to retain records related to this subsection shall expire three (3) years after each Franchise Fee payment has been made to the Grantor.

3.7 Late Payments

In the event any payment due quarterly is not received within forty-five (45) days from the end of the calendar quarter, Grantee shall pay interest on the amount due (at the prime rate as listed in the Wall Street Journal on the date the payment was due), compounded daily, calculated from the date the payment was originally due until the date the Grantor receives the payment.

3.8 Underpayments

If a net Franchise Fee underpayment is discovered as the result of an audit, Grantee shall pay interest at the rate of the eight percent (8%) per annum, compounded quarterly, calculated from the date each portion of the underpayment was originally due until the date Grantee remits

the underpayment to the Grantor.

3.9 Alternative Compensation

In the event the obligation of Grantee to compensate the Grantor through Franchise Fee payments is lawfully suspended or eliminated, in whole or part, then Grantee shall comply with any other Applicable Law related to the right to occupy the Grantor's Rights-of-Way and compensation therefor.

3.10 Maximum Legal Compensation

The parties acknowledge that, at present, applicable federal law limits the Grantor to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the event that at any time during the duration of this Franchise, the Grantor is authorized to collect an amount in excess of five percent (5%) of Gross Revenues, then this Franchise may be amended unilaterally by the Grantor through the same process that the Franchise was adopted to provide that such excess amount shall be added to the Franchise Fee payments to be paid by Grantee to the Grantor hereunder, provided that Grantee has received at least ninety (90) days prior written notice from the Grantor of such amendment, so long as all cable operators in the Grantor are paying the same Franchise Fee amount.

3.11 Tax Liability

The Franchise Fees shall be in addition to any and all taxes or other levies or assessments which are now or hereafter required to be paid by businesses in general by any law of the Grantor, the State or the United States including, without limitation, sales, use and other taxes, business license fees or other payments. Payment of the Franchise Fees under this Franchise shall not exempt Grantee from the payment of any other license fee, permit fee, tax or charge on the business, occupation, property or income of Grantee that may be lawfully imposed by the Grantor. Any other license fees, taxes or charges shall be of general applicability in nature and shall not be levied against Grantee solely because of its status as a Cable Operator, or against Subscribers, solely because of their status as such.

3.12 Financial Records

Grantee agrees to meet with a representative of the Grantor upon request to review Grantee's methodology of record-keeping, financial reporting, the computing of Franchise Fee obligations and other procedures, the understanding of which the Grantor deems necessary for reviewing reports and records.

3.13 Payment on Termination

If this Franchise terminates for any reason, the Grantee shall file with the Grantor within ninety (90) calendar days of the date of the termination, a financial statement, certified by an independent certified public accountant, showing the Gross Revenues received by the Grantee

since the end of the previous fiscal year. The Grantor reserves the right to satisfy any remaining financial obligations of the Grantee to the Grantor by utilizing the funds available in the letter of credit or other security provided by the Grantee.

3.14 Additional Commitments Not Franchise Fee Payments

(A) The PEG Capital Contribution pursuant to Section 9.2, as well as any charges incidental to the awarding or enforcing of this Franchise (including, without limitation, payments for bonds, security funds, letters of credit, insurance, indemnification, penalties or liquidated damage) and Grantee's costs of compliance with Franchise obligations (including, without limitation, compliance with customer service standards and build out obligations) shall not be offset against Franchise Fees. Furthermore, the Grantor and Grantee agree that any local tax of general applicability shall be in addition to any Franchise Fees required herein, and there shall be no offset against Franchise Fees.

SECTION 4. ADMINISTRATION AND REGULATION

4.1 Authority

(A) The Grantor shall be vested with the power and right to reasonably regulate the exercise of the privileges permitted by this Franchise in the public interest, or to delegate that power and right, or any part thereof, to the extent permitted under Federal, State and local law, to any agent including, but not limited to, the CCUA, in its sole discretion.

(B) Nothing in this Franchise shall limit nor expand the Grantor's right of eminent domain under State law.

4.2 Rates and Charges

All of Grantee's rates and charges related to or regarding Cable Services shall be subject to regulation by the Grantor to the full extent authorized by applicable federal, State and local laws.

4.3 Rate Discrimination

All of Grantee's rates and charges shall be published (in the form of a publicly available rate card) and be non-discriminatory as to all Persons and organizations of similar classes, under similar circumstances and conditions. Grantee shall apply its rates in accordance with Applicable Law, with identical rates and charges for all Subscribers receiving identical Cable Services, without regard to race, color, ethnic or national origin, religion, age, sex, sexual orientation, marital, military or economic status, or physical or mental disability or geographic location within the Town of Mead. Grantee shall offer the same Cable Services to all Residential Subscribers at identical rates to the extent required by Applicable Law and to Multiple Dwelling Unit Subscribers to the extent authorized by FCC rules or applicable Federal law. Grantee shall permit Subscribers to make any lawful in-residence connections the Subscriber chooses without additional charge nor

penalizing the Subscriber therefor. However, if any in-home connection requires service from Grantee due to signal quality, signal leakage or other factors, caused by improper installation of such in-home wiring or faulty materials of such in-home wiring, the Subscriber may be charged reasonable service charges by Grantee. Nothing herein shall be construed to prohibit:

(A) The temporary reduction or waiving of rates or charges in conjunction with valid promotional campaigns; or,

(B) The offering of reasonable discounts to senior citizens or economically disadvantaged citizens; or,

(C) The offering of rate discounts for Cable Service; or,

(D) The Grantee from establishing different and nondiscriminatory rates and charges and classes of service for Commercial Subscribers, as allowable by federal law and regulations.

4.4 Filing of Rates and Charges

(A) Throughout the term of this Franchise, Grantee shall maintain on file with the Grantor a complete schedule of applicable rates and charges for Cable Services provided under this Franchise. Nothing in this subsection shall be construed to require Grantee to file rates and charges under temporary reductions or waivers of rates and charges in conjunction with promotional campaigns.

(B) Upon request of the Grantor, Grantee shall provide a complete schedule of current rates and charges for any and all Leased Access Channels, or portions of such Channels, provided by Grantee. The schedule shall include a description of the price, terms, and conditions established by Grantee for Leased Access Channels.

4.5 Cross Subsidization

Grantee shall comply with all Applicable Laws regarding rates for Cable Services and all Applicable Laws covering issues of cross subsidization.

4.6 Reserved Authority

Both Grantee and the Grantor reserve all rights they may have under the Cable Act and any other relevant provisions of federal, State, or local law.

4.7 Franchise Amendment Procedure

Either party may at any time seek an amendment of this Franchise by so notifying the other party in writing. Within thirty (30) days of receipt of notice, the Grantor and Grantee shall meet to discuss the proposed amendment(s). If the parties reach a mutual agreement upon the suggested amendment(s), such amendment(s) shall be submitted to the Board of Trustees for its approval. If

so approved by the Board of Trustees and the Grantee, then such amendment(s) shall be deemed part of this Franchise. If mutual agreement is not reached, there shall be no amendment.

4.8 Performance Evaluations

(A) The Grantor may hold performance evaluation sessions upon ninety (90) days written notice, provided that such evaluation sessions shall be held no more frequently than once every two (2) years. All such evaluation sessions shall be conducted by the Grantor.

(B) Special evaluation sessions may be held at any time by the Grantor during the term of this Franchise, upon ninety (90) days written notice to Grantee.

(C) All regular evaluation sessions shall be open to the public and announced at least two (2) weeks in advance in any manner within the discretion of the Grantor. Grantee shall also include with or on the Subscriber billing statements for the billing period immediately preceding the commencement of the session, written notification of the date, time, and place of the regular performance evaluation session, and any special evaluation session as required by the Grantor, provided Grantee receives appropriate advance notice.

(D) Topics which may be discussed at any evaluation session may include, but are not limited to, Cable Service rate structures; Franchise Fee payments; liquidated damages; free or discounted Cable Services; application of new technologies; Cable System performance; Cable Services provided; programming offered; Subscriber complaints; privacy; amendments to this Franchise; judicial and FCC rulings; line extension policies; and the Grantor or Grantee's rules; provided that nothing in this subsection shall be construed as requiring the renegotiation of this Franchise.

(E) During evaluations under this subsection, Grantee shall fully cooperate with the Grantor and shall provide such information and documents as the Grantor may reasonably require to perform the evaluation.

4.9 Late Fees

(A) For purposes of this subsection, any assessment, charge, cost, fee or sum, however characterized, that the Grantee imposes upon a Subscriber solely for late payment of a bill is a late fee and shall be applied in accordance with the Grantor's Customer Service Standards, as the same may be amended from time to time by the Board of Trustees acting by ordinance or resolution, or as the same may be superseded by Applicable Law.

(B) Nothing in this subsection shall be deemed to create, limit or otherwise affect the ability of the Grantee, if any, to impose other assessments, charges, fees or sums other than those permitted by this subsection, for the Grantee's other services or activities it performs in compliance with Applicable Law, including FCC law, rule or regulation.

(C) The Grantee's late fee and disconnection policies and practices shall be consistent

with Applicable Law.

4.10 Force Majeure

In the event Grantee is prevented or delayed in the performance of any of its obligations under this Franchise by reason beyond the control of Grantee, Grantee shall have a reasonable time, under the circumstances, to perform the affected obligation under this Franchise or to procure a substitute for such obligation which is satisfactory to the Grantor. Those conditions which are not within the control of Grantee include, but are not limited to, natural disasters, civil disturbances, work stoppages or labor disputes, pandemics, power outages, telephone network outages, and severe or unusual weather conditions which have a direct and substantial impact on the Grantee's ability to provide Cable Services in the Town of Mead and which was not caused and could not have been avoided by the Grantee which used its best efforts in its operations to avoid such results.

If Grantee believes that a reason beyond its control has prevented or delayed its compliance with the terms of this Franchise, Grantee shall provide documentation as reasonably required by the Grantor to substantiate the Grantee's claim. If Grantee has not yet cured the deficiency, Grantee shall also provide the Grantor with its proposed plan for remediation, including the timing for such cure.

SECTION 5. FINANCIAL AND INSURANCE REQUIREMENTS

5.1 Indemnification

(A) General Indemnification. Grantee shall indemnify, defend and hold the Grantor, its officers, officials, boards, commissions, agents and employees, harmless from any action or claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses, arising from any casualty or accident to Person or property, including, without limitation, copyright infringement, defamation, and all other damages in any way arising out of, or by reason of, any construction, excavation, operation, maintenance, reconstruction, or any other act done under this Franchise, by or for Grantee, its agents, or its employees, or by reason of any neglect or omission of Grantee. Grantee shall consult and cooperate with the Grantor while conducting its defense of the Grantor. Grantee shall not be obligated to indemnify the Grantor to the extent of the Grantor's negligence or willful misconduct.

(B) Indemnification for Relocation. Grantee shall indemnify the Grantor for any damages, claims, additional costs or reasonable expenses assessed against, or payable by, the Grantor arising out of, or resulting from, directly or indirectly, Grantee's failure to remove, adjust or relocate any of its facilities in the Rights-of-Way in a timely manner in accordance with any relocation required by the Grantor.

(C) Additional Circumstances. Grantee shall also indemnify, defend and hold the Grantor harmless for any claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses in any way arising out of:

(1) The lawful actions of the Grantor in granting this Franchise to the extent such actions are consistent with this Franchise and Applicable Law.

(2) Damages arising out of any failure by Grantee to secure consents from the owners, authorized distributors, or licensees/licensors of programs to be delivered by the Cable System, whether or not any act or omission complained of is authorized, allowed or prohibited by this Franchise.

(D) Procedures and Defense. If a claim or action arises, the Grantor or any other indemnified party shall promptly tender the defense of the claim to Grantee, which defense shall be at Grantee's expense. The Grantor may participate in the defense of a claim, but if Grantee provides a defense at Grantee's expense then Grantee shall not be liable for any attorneys' fees, expenses or other costs that Grantor may incur if it chooses to participate in the defense of a claim, unless and until separate representation as described below in Paragraph 5.1(F) is required. In that event the provisions of Paragraph 5.1(F) shall govern Grantee's responsibility for Town's attorney's fees, expenses or other costs. In any event, Grantee may not agree to any settlement of claims affecting the Grantor without the Grantor's approval.

(E) Non-waiver. The fact that Grantee carries out any activities under this Franchise through independent contractors shall not constitute an avoidance of or defense to Grantee's duty of defense and indemnification under this subsection.

(F) Expenses. If separate representation to fully protect the interests of both parties is or becomes necessary, such as a conflict of interest between the Grantor and the counsel selected by Grantee to represent the Grantor, Grantee shall pay, from the date such separate representation is required forward, all reasonable expenses incurred by the Grantor in defending itself with regard to any action, suit or proceeding indemnified by Grantee. Provided, however, that in the event that such separate representation is or becomes necessary, and Grantor desires to hire counsel or any other outside experts or consultants and desires Grantee to pay those expenses, then Grantor shall be required to obtain Grantee's consent to the engagement of such counsel, experts or consultants, such consent not to be unreasonably withheld. The Grantor's expenses shall include all reasonable out-of-pocket expenses, such as consultants' fees, and shall also include the reasonable value of any services rendered by the Grantor Attorney or his/her assistants or any employees of the Grantor or its agents but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the Grantor by Grantee.

5.2 Insurance

(A) Grantee shall maintain in full force and effect at its own cost and expense each of the following policies of insurance, but in no event shall occurrence basis minimum limits be less than provided for by C.R.S. §24-10-114(1)(b):

(1) Commercial General Liability insurance with limits of no less than two

million dollars (\$2,000,000.00) per occurrence for bodily injury and property damage and four million dollars (\$4,000,000.00) annual aggregate. Such insurance shall cover liability for premises, operations, independent contractors, products/completed operations, personal and advertising injury, and the tort liability of another assumed in a business contract. Such policy shall provide completed operations coverage for additional insured and shall have cross liability coverage either by way of a separation of insureds clause or otherwise. There shall be a waiver of subrogation and rights of recovery against the Grantor, its officers, officials and employees. Coverage shall apply as to claims between insureds on the policy, if applicable.

(2) Commercial Automobile Liability insurance with minimum single limits for bodily injury and property damage of two million dollars (\$2,000,000.00) each accident with respect to each of Grantee's owned, hired and non-owned vehicles assigned to or used in the operation of the Cable System in the Town. These requirements can be satisfied by providing either excess liability or umbrella liability coverage consistent with the requirements described in subsection (1) above. The policy shall contain a severability of interests provision.

(B) The insurance shall not be canceled or materially changed so as to be out of compliance with these requirements without thirty (30) days' written notice first provided to the Grantor, via certified mail, and ten (10) days' notice for nonpayment of premium. If the insurance is canceled or materially altered so as to be out of compliance with the requirements of this subsection within the term of this Franchise, Grantee shall provide a replacement policy. Grantee agrees to maintain continuous uninterrupted insurance coverage, in at least the amounts required, for the duration of this Franchise.

5.3 Deductibles / Certificate of Insurance

Any deductible of the policies shall not in any way limit Grantee's liability to the Grantor.

(A) Endorsements.

(1) All policies shall contain, or shall be endorsed so that:

(a) The Grantor, its officers, officials, boards, commissions, employees and agents are to be covered as, and have the rights of, additional insureds with respect to liability arising out of activities performed by, or on behalf of, Grantee under this Franchise or Applicable Law, or in the construction, operation or repair, or ownership of the Cable System;

(b) Grantee's insurance coverage shall be primary insurance with respect to the Grantor, its officers, officials, boards, commissions, employees and agents. Any insurance or self-insurance maintained by the Grantor, its officers, officials, boards, commissions, employees and agents shall be in excess of the Grantee's insurance and shall not contribute to it; and

(c) Grantee's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.

(B) Acceptability of Insurers. The insurance obtained by Grantee shall be placed with insurers with a Best's rating of no less than "A VII."

(C) Verification of Coverage. The Grantee shall furnish the Grantor with certificates of insurance and endorsements or a copy of the page of the policy reflecting blanket additional insured status. The certificates and endorsements for each insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on standard forms or such forms as are consistent with standard industry practices.

(D) Self-Insurance. In the alternative to providing a certificate of insurance to the Grantor certifying insurance coverage as required above, Grantee may provide self-insurance in the same amount and level of protection for Grantee and Grantor, its officers, agents and employees as otherwise required under this Section. The adequacy of self-insurance shall be subject to the periodic review and approval of the Grantor.

5.4 Letter of Credit

(A) If there is a claim by the Grantor of an uncured breach by Grantee of a material provision of this Franchise or pattern of repeated violations of any provision(s) of this Franchise, then the Grantor may require and Grantee shall establish and provide within thirty (30) days from receiving notice from the Grantor, to the Grantor as security for the faithful performance by Grantee of all of the provisions of this Franchise, a letter of credit from a financial institution satisfactory to the Grantor in the amount of ten thousand dollars (\$10,000).

(B) In the event that Grantee establishes a letter of credit pursuant to the procedures of this Section, then the letter of credit shall be maintained ten thousand dollars (\$10,000) until the allegations of the uncured breach have been resolved.

(C) As an alternative to the provision of a Letter of Credit to the Grantor as set forth in Subsections 5.4 (A) and (B) above, if the Grantor is a member of CCUA, and if Grantee provides a Letter of Credit to CCUA in an amount agreed to between Grantee and CCUA for the benefit of its members, in order to collectively address claims reference in 5.4 (A), Grantee shall not be required to provide a separate Letter of Credit to the Grantor.

(D) After completion of the procedures set forth in Section 12.1 or other applicable provisions of this Franchise, the letter of credit may be drawn upon by the Grantor for purposes including, but not limited to, the following:

(1) Failure of Grantee to pay the Grantor sums due under the terms of this

Franchise;

(2) Reimbursement of costs borne by the Grantor to correct Franchise violations not corrected by Grantee;

(3) Monetary remedies or damages assessed against Grantee due to default or breach of Franchise requirements; and,

(4) Failure to comply with the Customer Service Standards of the Grantor, as the same may be amended from time to time by the Board of Trustees acting by ordinance or resolution.

(E) The Grantor shall give Grantee written notice of any withdrawal under this subsection upon such withdrawal. Within seven (7) days following receipt of such notice, Grantee shall restore the letter of credit to the amount required under this Franchise.

(F) Grantee shall have the right to appeal to the Board of Trustees for reimbursement in the event Grantee believes that the letter of credit was drawn upon improperly. Grantee shall also have the right of judicial appeal if Grantee believes the letter of credit has not been properly drawn upon in accordance with this Franchise. Any funds the Grantor erroneously or wrongfully withdraws from the letter of credit shall be returned to Grantee with interest, from the date of withdrawal at a rate equal to the prime rate of interest as quoted in the Wall Street Journal.

SECTION 6. CUSTOMER SERVICE

6.1 Customer Service Standards

Grantee shall comply with Customer Service Standards of the Grantor, as the same may be amended from time to time by the Board of Trustees in its sole discretion, acting by ordinance. Any requirement in Customer Service Standards for a “local” telephone number may be met by the provision of a toll-free number. The Customer Services Standards in effect as of the Effective Date of this Franchise are attached as Exhibit A. Grantee reserves the right to challenge any customer service ordinance which it believes is inconsistent with its contractual rights under this Franchise.

6.2 Subscriber Privacy

Grantee shall fully comply with any provisions regarding the privacy rights of Subscribers contained in federal, State, or local law.

6.3 Subscriber Contracts

Grantee shall not enter into a contract with any Subscriber which is in any way inconsistent with the terms of this Franchise, or any Exhibit hereto, or the requirements of any applicable Customer Service Standard. Upon request, Grantee will provide to the Grantor a sample of the

Subscriber contract or service agreement then in use.

6.4 Advance Notice to Grantor

The Grantee shall use reasonable efforts to furnish information provided to Subscribers or the media in the normal course of business to the Grantor in advance.

6.5 Identification of Local Franchise Authority on Subscriber Bills

Within sixty (60) days after written request from the Grantor, Grantee shall place the Grantor's phone number on its Subscriber bills, to identify where a Subscriber may call to address escalated complaints.

SECTION 7. REPORTS AND RECORDS

7.1 Open Records

Grantee shall manage all of its operations in accordance with a policy of keeping its documents and records open and accessible to the Grantor. The Grantor, including the Grantor's Auditor or his/her authorized representative, shall have access to, and the right to inspect, any books and records of Grantee, its parent corporations and Affiliates which are reasonably related to the administration or enforcement of the terms of this Franchise. Grantee shall not deny the Grantor access to any of Grantee's records on the basis that Grantee's records are under the control of any parent corporation, Affiliate or a third party. The Grantor may, in writing, request copies of any such records or books and Grantee shall provide such copies within thirty (30) days of the transmittal of such request. One (1) copy of all reports and records required under this or any other subsection shall be furnished to the Grantor, at the sole expense of Grantee. If the requested books and records are too voluminous, or for security reasons cannot be copied or removed, then Grantee may request, in writing within ten (10) days, that the Grantor inspect them at Grantee's local offices. If any books or records of Grantee are not kept in a local office and not made available in copies to the Grantor upon written request as set forth above, and if the Grantor determines that an examination of such records is necessary or appropriate for the performance of any of the Grantor's duties, administration or enforcement of this Franchise, then all reasonable travel and related expenses incurred in making such examination shall be paid by Grantee.

7.2 Confidentiality

The Grantor agrees to treat as confidential any books or records that constitute proprietary or confidential information under federal or State law, to the extent Grantee makes the Grantor aware of such confidentiality. Grantee shall be responsible for clearly and conspicuously stamping the word "Confidential" on each page that contains confidential or proprietary information and shall provide a brief written explanation as to why such information is confidential under State or federal law. If the Grantor believes it must release any such confidential books and records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. If the Grantor receives a demand

from any Person for disclosure of any information designated by Grantee as confidential, the Grantor shall, so far as consistent with Applicable Law, advise Grantee and provide Grantee with a copy of any written request by the party demanding access to such information within a reasonable time. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by Applicable Law, it shall deny access to any of Grantee's books and records marked confidential as set forth above to any Person. Grantee shall reimburse the Grantor for all reasonable costs and attorney's fees incurred in any legal proceedings pursued under this Section.

7.3 Records Required

(A) Grantee shall at all times maintain, and shall furnish to the Grantor upon 30 days written request and subject to Applicable Law:

(1) A complete set of maps showing the exact location of all Cable System equipment and facilities in the Right-of-Way but excluding detail on proprietary electronics contained therein and Subscriber drops. As-built maps including proprietary electronics shall be available at Grantee's offices for inspection by the Grantor's authorized representative(s) or agent(s) and made available to such during the course of technical inspections as reasonably conducted by the Grantor. These maps shall be certified as accurate by an appropriate representative of the Grantee;

(2) A copy of all FCC filings on behalf of Grantee, its parent corporations or Affiliates which relate to the operation of the Cable System in the Town of Mead;

(3) Current Subscriber Records and information;

(4) A log of Cable Services added or dropped, Channel changes, number of Subscribers added or terminated, all construction activity, and total homes passed for the previous twelve (12) months; and

(5) A list of Cable Services, rates and Channel line-ups.

(B) Subject to subsection 7.2, all information furnished to the Grantor is public information, and shall be treated as such, except for information involving the privacy rights of individual Subscribers.

7.4 Annual Reports

Within sixty (60) days of the Grantor's written request, Grantee shall submit to the Grantor a written report, in a form acceptable to the Grantor, which shall include, but not necessarily be limited to, the following information for the Grantor:

(A) A Gross Revenue statement, as required by subsection 3.5 of this Franchise;

(B) A summary of the previous year's activities in the development of the Cable System, including, but not limited to, Cable Services begun or discontinued during the reporting year, and the number of Subscribers for each class of Cable Service (*i.e.*, Basic, Digital Starter, and Premium);

(C) The number of homes passed, beginning and ending plant miles, any services added or dropped, and any technological changes occurring in the Cable System;

(D) A statement of planned construction, if any, for the next year; and,

(E) A copy or hyperlink of the most recent annual report Grantee filed with the SEC or other governing body.

The parties agree that the Grantor's request for these annual reports shall remain effective and need only be made once. Such a request shall require the Grantee to continue to provide the reports annually, until further written notice from the Grantor to the contrary.

7.5 Copies of Federal and State Reports

Within thirty (30) days of a written request, Grantee shall submit to the Grantor copies of all pleadings, applications, notifications, communications and documents of any kind, submitted by Grantee or its parent corporation(s), to any federal, State or local courts, regulatory agencies and other government bodies if such documents directly relate to the operations of Grantee's Cable System within the Town. Grantee shall not claim confidential, privileged or proprietary rights to such documents unless under federal, State, or local law such documents have been determined to be confidential by a court of competent jurisdiction, or a federal or State agency.

7.6 Complaint File and Reports

(A) Grantee shall keep an accurate and comprehensive file of any complaints regarding the Cable System, in a manner consistent with the privacy rights of Subscribers, and Grantee's actions in response to those complaints. These files shall remain available for viewing to the Grantor during normal business hours at Grantee's local business office.

(B) Within thirty (30) days of a written request, Grantee shall provide the Grantor a quarterly executive summary in the form attached hereto as Exhibit B, which shall include the following information from the preceding quarter:

(1) A summary of service calls, identifying the number and nature of the requests and their disposition;

(2) A log of all service interruptions;

(3) A summary of customer complaints referred by the Grantor to Grantee; and,

- (4) Such other information as reasonably requested by the Grantor.

The parties agree that the Grantor's request for these summary reports shall remain effective and need only be made once. Such a request shall require the Grantee to continue to provide the reports quarterly, until further written notice from the Grantor to the contrary.

7.7 Failure to Report

The failure or neglect of Grantee to file any of the reports or filings required under this Franchise or such other reports as the Grantor may reasonably request (not including clerical errors or errors made in good faith), may, at the Grantor's option, be deemed a breach of this Franchise.

7.8 False Statements

Any false or misleading statement or representation in any report required by this Franchise (not including clerical errors or errors made in good faith) may be deemed a material breach of this Franchise and may subject Grantee to all remedies, legal or equitable, which are available to the Grantor under this Franchise or otherwise.

SECTION 8. PROGRAMMING

8.1 Broad Programming Categories

Grantee shall provide or enable the provision of at least the following initial broad categories of programming to the extent such categories are reasonably available:

- (A) Educational programming;
- (B) Colorado news, weather & information;
- (C) Sports;
- (D) General entertainment (including movies);
- (E) Children/family-oriented;
- (F) Arts, culture and performing arts;
- (G) Foreign language;
- (H) Science/documentary; and
- (I) National news, weather and information.

8.2 Deletion or Reduction of Broad Programming Categories

(A) Grantee shall not delete or so limit as to effectively delete any broad category of programming within its control without the prior written consent of the Grantor.

(B) In the event of a modification proceeding under federal law, the mix and quality of Cable Services provided by Grantee on the Effective Date of this Franchise shall be deemed the mix and quality of Cable Services required under this Franchise throughout its term.

8.3 Obscenity

Grantee shall not transmit or permit to be transmitted over any Channel subject to its editorial control, any programming which is obscene under, or violates any provision of, Applicable Law relating to obscenity, and is not protected by the Constitution of the United States. Grantee shall be deemed to have transmitted or permitted a transmission of obscene programming only if a court of competent jurisdiction has found that any of Grantee's officers or employees or agents have permitted programming which is obscene under, or violative of, any provision of Applicable Law relating to obscenity, and is otherwise not protected by the Constitution of the United States, to be transmitted over any Channel subject to Grantee's editorial control. Grantee shall comply with all relevant provisions of federal law relating to obscenity.

8.4 Parental Control Device

Upon request by any Subscriber, Grantee shall make available a parental control or lockout device, traps or filters to enable a Subscriber to control access to both the audio and video portions of any or all Channels. Grantee shall inform its Subscribers of the availability of the lockout device at the time of their initial subscription and periodically thereafter. Any device offered shall be at a rate, if any, in compliance with Applicable Law.

8.5 Continuity of Service Mandatory

(A) It shall be the right of all Subscribers to continue to receive Cable Service from Grantee insofar as their financial and other obligations to Grantee are honored. The Grantee shall act so as to ensure that all Subscribers receive continuous, uninterrupted Cable Service regardless of the circumstances. For the purposes of this subsection, "uninterrupted" does not include short-term outages of the Cable System for maintenance or testing.

(B) In the event of a change of grantee, or in the event a new Cable Operator acquires the Cable System in accordance with this Franchise, Grantee shall cooperate with the Grantor, new franchisee or Cable Operator in maintaining continuity of Cable Service to all Subscribers. During any transition period, Grantee shall be entitled to the revenues for any period during which it operates the Cable System and shall be entitled to reasonable costs for its services when it no longer operates the Cable System.

(C) In the event Grantee fails to operate the Cable System for four (4) consecutive days

without prior approval of the Manager, or without just cause, the Grantor may, at its option, operate the Cable System itself or designate another Cable Operator until such time as Grantee restores service under conditions acceptable to the Grantor or a permanent Cable Operator is selected. If the Grantor is required to fulfill this obligation for Grantee, Grantee shall reimburse the Grantor for all reasonable costs or damages that are the result of Grantee's failure to perform.

8.6 Services for the Disabled

Grantee shall comply with the Americans with Disabilities Act and any amendments thereto.

SECTION 9. ACCESS

9.1 Designated Access Providers

The Town shall have the sole and exclusive responsibility for identifying the Designated Access Providers, including itself for Access Programming purposes, to control and manage the use of any or all Access Facilities provided by Grantee under this Franchise. As used in this Section, such "Access Facilities" includes the services, facilities, equipment, technical components and/or financial support provided under this Franchise, which is used or useable by and for Access Programming.

9.2 Support for Access Programming Capital Costs

In recognition of the Town's demonstration of the community needs and interests related to the startup of an online Access Programming operation, Grantee agrees to provide an Access Programming capital equipment grant of forty thousand (\$40,000) dollars ("Grant"). The initial twenty thousand (\$20,000) dollars shall be delivered to the Town within one hundred twenty (120) days of written request made. Beginning on the fifth anniversary of the Effective Date, an additional twenty thousand (\$20,000) dollars shall be delivered to the Town within one hundred twenty (120) days of written request made and such written request must be made prior to the seventh anniversary of the Effective Date. Grantee shall be entitled to recover the Grant in any manner consistent with Applicable Law.

9.3 Access Programming Support Not Franchise Fees

Grantee agrees that capital support for Access Programming costs set forth in Section 9.2 shall in no way modify or otherwise affect Grantee's obligations to pay Franchise Fees to the Town. Grantee agrees that although the sum of Franchise Fees plus the payments set forth in Section 9.2 may total more than five percent (5%) of Grantee's Gross Revenues in any 12-month period, the Grant shall not be offset or otherwise credited in any way against any Franchise Fee payments under this Franchise Agreement so long as such support is used for capital related to Access Programming purposes.

SECTION 10. GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION

10.1 Right to Construct

Subject to Applicable Law, regulations, rules, resolutions and ordinances of the Grantor and the provisions of this Franchise, Grantee may perform all construction in the Rights-of-Way for any facility needed for the maintenance or extension of Grantee's Cable System.

10.2 Right-of-Way Meetings

Grantee will regularly attend and participate in meetings of the Grantor, of which the Grantee is made aware, regarding Right-of-Way issues that may impact the Cable System.

10.3 Joint Trenching/Boring Meetings

Grantee will regularly attend and participate in planning meetings of the Grantor, of which the Grantee is made aware, to anticipate joint trenching and boring. Whenever it is possible and reasonably practicable to joint trench or share bores or cuts, Grantee shall work with other providers, licensees, permittees, and franchisees so as to reduce so far as possible the number of Right-of-Way cuts within the Grantor.

10.4 General Standard

All work authorized and required hereunder shall be done in a safe, thorough and workmanlike manner. All installations of equipment shall be permanent in nature, durable and installed in accordance with good engineering practices.

10.5 Permits Required for Construction

Prior to doing any work in the Right-of Way or other public property, Grantee shall apply for, and obtain, appropriate permits from the Grantor. As part of the permitting process, the Grantor may impose such conditions and regulations as are necessary for the purpose of protecting any structures in such Rights-of-Way, proper restoration of such Rights-of-Way and structures, the protection of the public, and the continuity of pedestrian or vehicular traffic. Such conditions may also include the provision of a construction schedule and maps showing the location of the facilities to be installed in the Right-of-Way. Grantee shall pay all applicable fees for the requisite Grantor permits received by Grantee.

10.6 Emergency Permits

In the event that emergency repairs are necessary, Grantee shall immediately notify the Grantor of the need for such repairs. Grantee may initiate such emergency repairs and shall apply for appropriate permits within forty-eight (48) hours after discovery of the emergency.

10.7 Compliance with Applicable Codes

(A) Grantor Construction Codes. Grantee shall comply with all applicable Grantor construction codes, including, without limitation, the Uniform Building Code and other building codes, the Uniform Fire Code, the Uniform Mechanical Code, the Electronic Industries Association Standard for Physical Location and Protection of Below-Ground Fiber Optic Cable Plant, and zoning codes and regulations.

(B) Tower Specifications. Antenna supporting structures (towers) shall be designed for the proper loading as specified by the Electronics Industries Association (EIA), as those specifications may be amended from time to time. Antenna supporting structures (towers) shall be painted, lighted, erected and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration and all other applicable federal, State, and local codes or regulations.

(C) Safety Codes. Grantee shall comply with all federal, State and Grantor safety requirements, rules, regulations, laws and practices, and employ all necessary devices as required by Applicable Law during construction, operation and repair of its Cable System. By way of illustration and not limitation, Grantee shall comply with the National Electric Code, National Electrical Safety Code and Occupational Safety and Health Administration (OSHA) Standards.

10.8 GIS Mapping

Grantee shall comply with any generally applicable ordinances, rules and regulations of the Grantor regarding geographic information mapping systems for users of the Rights-of-Way.

10.9 Minimal Interference

Work in the Right-of-Way, on other public property, near public property, or on or near private property shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners and residents. Grantee's Cable System shall be constructed and maintained in such manner as not to interfere with sewers, water pipes, or any other property of the Grantor, or with any other pipes, wires, conduits, pedestals, structures, or other facilities that may have been laid in the Rights-of-Way by, or under, the Grantor's authority. The Grantee's Cable System shall be located, erected and maintained so as not to endanger or interfere with the lives of Persons, or to interfere with new improvements the Grantor may deem proper to make or to unnecessarily hinder or obstruct the free use of the Rights-of-Way or other public property, and shall not interfere with the travel and use of public places by the public during the construction, repair, operation or removal thereof, and shall not obstruct or impede traffic. In the event of such interference, the Grantor may require the removal or relocation of Grantee's lines, cables, equipment and other appurtenances from the property in question at Grantee's expense.

10.10 Prevent Injury/Safety

Grantee shall provide and use any equipment and facilities necessary to control and carry Grantee's signals so as to prevent injury to the Grantor's property or property belonging to any Person. Grantee, at its own expense, shall repair, renew, change and improve its facilities to keep them in good repair, and safe and presentable condition. All excavations made by Grantee in the Rights-of-Way shall be properly safeguarded for the prevention of accidents by the placement of adequate barriers, fences or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly designated by warning lights.

10.11 Hazardous Substances

(A) Grantee shall comply with any and all Applicable Laws, statutes, regulations and orders concerning hazardous substances relating to Grantee's Cable System in the Rights-of-Way.

(B) Upon reasonable notice to Grantee, the Grantor may inspect Grantee's facilities in the Rights-of-Way to determine if any release of hazardous substances has occurred, or may occur, from or related to Grantee's Cable System. In removing or modifying Grantee's facilities as provided in this Franchise, Grantee shall also remove all residue of hazardous substances related thereto.

(C) Grantee agrees to indemnify the Grantor against any claims, costs, and expenses, of any kind, whether direct or indirect, incurred by the Grantor arising out of a release of hazardous substances caused by Grantee's Cable System.

10.12 Locates

Prior to doing any work in the Right-of-Way, Grantee shall give appropriate notices to the Grantor and to the notification association established in C.R.S. Section 9-1.5-105, as such may be amended from time to time.

Within forty-eight (48) hours after any Grantor bureau or franchisee, licensee or permittee notifies Grantee of a proposed Right-of-Way excavation, Grantee shall, at Grantee's expense:

(A) Mark on the surface all of its located underground facilities within the area of the proposed excavation;

(B) Notify the excavator of any unlocated underground facilities in the area of the proposed excavation; or

(C) Notify the excavator that Grantee does not have any underground facilities in the vicinity of the proposed excavation.

10.13 Notice to Private Property Owners

Grantee shall give notice to private property owners of work on or adjacent to private property in accordance with the Grantor's Customer Service Standards, as the same may be

amended from time to time by the Board of Trustees acting by Ordinance or resolution.

10.14 Underground Construction and Use of Poles

(A) When required by general ordinances, resolutions, regulations or rules of the Grantor or applicable State or federal law, Grantee's Cable System shall be placed underground at Grantee's expense unless funding is generally available for such relocation to all users of the Rights-of-Way. Placing facilities underground does not preclude the use of ground-mounted appurtenances.

(B) Where electric, telephone, and other above-ground utilities are installed underground at the time of Cable System construction, or when all such wiring is subsequently placed underground, all Cable System lines shall also be placed underground with other wireline service at no expense to the Grantor or Subscribers unless funding is generally available for such relocation to all users of the Rights-of-Way. Related Cable System equipment, such as pedestals, must be placed in accordance with the Grantor's applicable code requirements and rules. In areas where either electric or telephone utility wiring is aerial, the Grantee may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the additional cost in excess of aerial installation.

(C) The Grantee shall utilize existing poles and conduit wherever possible.

(D) In the event Grantee cannot obtain the necessary poles and related facilities pursuant to a pole attachment agreement, and only in such event, then it shall be lawful for Grantee to make all needed excavations in the Rights-of-Way for the purpose of placing, erecting, laying, maintaining, repairing, and removing poles, supports for wires and conductors, and any other facility needed for the maintenance or extension of Grantee's Cable System. All poles of Grantee shall be located as designated by the proper Grantor authorities.

(E) This Franchise does not grant, give or convey to the Grantee the right or privilege to install its facilities in any manner on specific utility poles or equipment of the Grantor or any other Person. Copies of agreements for the use of poles, conduits or other utility facilities must be provided upon request by the Grantor.

10.15 Undergrounding of Multiple Dwelling Unit Drops

In cases of single site Multiple Dwelling Units, Grantee shall minimize the number of individual aerial drop cables by installing multiple drop cables underground between the pole and Multiple Dwelling Unit where determined to be technologically feasible in agreement with the owners and/or owner's association of the Multiple Dwelling Units.

10.16 Burial Standards

(A) Depths. Unless otherwise required by law, Grantee, and its contractors, shall comply with the following burial depth standards. In no event shall Grantee be required to bury

its cable deeper than electric or gas facilities, or existing telephone facilities in the same portion of the Right-of-Way, so long as those facilities have been buried in accordance with Applicable Law:

Underground cable drops from the curb shall be buried at a minimum depth of twelve (12) inches, unless a sprinkler system or other construction concerns preclude it, in which case, underground cable drops shall be buried at a depth of at least six (6) inches.

Feeder lines shall be buried at a minimum depth of eighteen (18) inches.

Trunk lines shall be buried at a minimum depth of thirty-six (36) inches.

Fiber Optic cable shall be buried at a minimum depth of thirty-six (36) inches.

In the event of a conflict between this subsection and the provisions of any customer service standard, this subsection shall control.

(B) Timeliness. Cable drops installed by Grantee to residences shall be buried according to these standards within one calendar week of initial installation, or at a time mutually-agreed upon between the Grantee and the Subscriber. When freezing surface conditions prevent Grantee from achieving such timetable, Grantee shall apprise the Subscriber of the circumstances and the revised schedule for burial, and shall provide the Subscriber with Grantee's telephone number and instructions as to how and when to call Grantee to request burial of the line if the revised schedule is not met.

10.17 Cable Drop Bonding

Grantee shall ensure that all cable drops are properly bonded at the home, consistent with applicable code requirements.

10.18 Prewiring

Any ordinance or resolution of the Grantor which requires prewiring of subdivisions or other developments for electrical and telephone service shall be construed to include wiring for Cable Systems.

10.19 Repair and Restoration of Property

(A) The Grantee shall protect public and private property from damage. If damage occurs, the Grantee shall promptly notify the property owner within twenty-four (24) hours in writing.

(B) Whenever Grantee disturbs or damages any Right-of-Way, other public property or any private property, Grantee shall promptly restore the Right-of-Way or property to at least its prior condition, normal wear and tear excepted, at its own expense.

(C) Rights-of-Way and Other Public Property. Grantee shall warrant any restoration work performed by or for Grantee in the Right-of-Way or on other public property in accordance with Applicable Law. If restoration is not satisfactorily performed by the Grantee within a reasonable time, the Grantor may, after prior notice to the Grantee, or without notice where the disturbance or damage may create a risk to public health or safety, cause the repairs to be made and recover the cost of those repairs from the Grantee. Within thirty (30) days of receipt of an itemized list of those costs, including the costs of labor, materials and equipment, the Grantee shall pay the Grantor.

(D) Private Property. Upon completion of the work which caused any disturbance or damage, Grantee shall promptly commence restoration of private property, and will use best efforts to complete the restoration within seventy-two (72) hours, considering the nature of the work that must be performed. Grantee shall also perform such restoration in accordance with the Grantor's Customer Service Standards, as the same may be amended from time to time by the Board of Trustees acting by ordinance or resolution.

10.20 Acquisition of Facilities

Upon Grantee's acquisition of Cable System-related facilities in any Grantor Right-of-Way, or upon the addition to the Grantor of any area in which Grantee owns or operates any such facility, Grantee shall, at the Grantor's request, submit to the Grantor a statement describing all such facilities involved, whether authorized by franchise, permit, license or other prior right, and specifying the location of all such facilities to the extent Grantee has possession of such information. Such Cable System-related facilities shall immediately be subject to the terms of this Franchise.

10.21 Discontinuing Use/Abandonment of Cable System Facilities

Whenever Grantee intends to discontinue using any facility within the Rights-of-Way, Grantee shall submit for the Grantor's approval a complete description of the facility and the date on which Grantee intends to discontinue using the facility. Grantee may remove the facility or request that the Grantor permit it to remain in place. Notwithstanding Grantee's request that any such facility remain in place, the Grantor may require Grantee to remove the facility from the Right-of-Way or modify the facility to protect the public health, welfare, safety, and convenience, or otherwise serve the public interest. The Grantor may require Grantee to perform a combination of modification and removal of the facility. Grantee shall complete such removal or modification in accordance with a schedule set by the Grantor. Until such time as Grantee removes or modifies the facility as directed by the Grantor, or until the rights to and responsibility for the facility are accepted by another Person having authority to construct and maintain such facility, Grantee shall be responsible for all necessary repairs and relocations of the facility, as well as maintenance of the Right-of-Way, in the same manner and degree as if the facility were in active use, and Grantee shall retain all liability for such facility. If Grantee abandons its facilities, the Grantor may choose to use such facilities for any purpose whatsoever including, but not limited to, Access purposes.

10.22 Movement of Cable System Facilities For Grantor Purposes

The Grantor shall have the right to require Grantee to relocate, remove, replace, modify or disconnect Grantee's facilities and equipment located in the Rights-of-Way or on any other property of the Grantor for public purposes, in the event of an emergency, or when the public health, safety or welfare requires such change (for example, without limitation, by reason of traffic conditions, public safety, Right-of-Way vacation, Right-of-Way construction, change or establishment of Right-of-Way grade, installation of sewers, drains, gas or water pipes, or any other types of structures or improvements by the Grantor for public purposes). Such work shall be performed at the Grantee's expense. Except during an emergency, the Grantor shall provide reasonable notice to Grantee, not to be less than forty-five (45) business days, and allow Grantee with the opportunity to perform such action. In the event of any capital improvement project exceeding \$500,000 in expenditures by the Grantor which requires the removal, replacement, modification or disconnection of Grantee's facilities or equipment, the Grantor shall provide at least sixty (60) days' written notice to Grantee. Following notice by the Grantor, Grantee shall relocate, remove, replace, modify or disconnect any of its facilities or equipment within any Right-of-Way, or on any other property of the Grantor. If the Grantor requires Grantee to relocate its facilities located within the Rights-of-Way, the Grantor shall make a reasonable effort to provide Grantee with an alternate location within the Rights-of-Way. If funds are generally made available to users of the Rights-of-Way for such relocation, Grantee shall be entitled to its pro rata share of such funds.

If the Grantee fails to complete this work within the time prescribed and to the Grantor's satisfaction, the Grantor may cause such work to be done and bill the cost of the work to the Grantee, including all costs and expenses incurred by the Grantor due to Grantee's delay. In such event, the Grantor shall not be liable for any damage to any portion of Grantee's Cable System. Within thirty (30) days of receipt of an itemized list of those costs, the Grantee shall pay the Grantor.

10.23 Movement of Cable System Facilities for Other Franchise Holders

If any removal, replacement, modification or disconnection of the Cable System is required to accommodate the construction, operation or repair of the facilities or equipment of another Grantor franchise holder, Grantee shall, after at least thirty (30) days' advance written notice, take action to effect the necessary changes requested by the responsible entity. Grantee shall require that the costs associated with the removal or relocation be paid by the benefited party.

10.24 Temporary Changes for Other Permittees

At the request of any Person holding a valid permit and upon reasonable advance notice, Grantee shall temporarily raise, lower or remove its wires as necessary to permit the moving of a building, vehicle, equipment or other item. The expense of such temporary changes must be paid by the permit holder, and Grantee may require a reasonable deposit of the estimated payment in advance.

10.25 Reservation of Grantor Use of Right-of-Way

Nothing in this Franchise shall prevent the Grantor or public utilities owned, maintained or operated by public entities other than the Grantor from constructing sewers; grading, paving, repairing or altering any Right-of-Way; laying down, repairing or removing water mains; or constructing or establishing any other public work or improvement. All such work shall be done, insofar as practicable, so as not to obstruct, injure or prevent the use and operation of Grantee's Cable System.

10.26 Tree Trimming

Grantee may prune or cause to be pruned, using proper pruning practices, any tree in the Grantor's Rights-of-Way which interferes with Grantee's Cable System. Grantee shall comply with any general ordinance or regulations of the Grantor regarding tree trimming. Except in emergencies, Grantee may not prune trees at a point below thirty (30) feet above sidewalk grade until one (1) week written notice has been given to the owner or occupant of the premises abutting the Right-of-Way in or over which the tree is growing. The owner or occupant of the abutting premises may prune such tree at his or her own expense during this one (1) week period. If the owner or occupant fails to do so, Grantee may prune such tree at its own expense. For purposes of this subsection, emergencies exist when it is necessary to prune to protect the public or Grantee's facilities from imminent danger only.

10.27 Inspection of Construction and Facilities

The Grantor may inspect any of Grantee's facilities, equipment or construction at any time upon at least twenty-four (24) hours notice, or, in case of emergency, upon demand without prior notice. The Grantor shall have the right to charge generally applicable inspection fees therefore. If an unsafe condition is found to exist, the Grantor, in addition to taking any other action permitted under Applicable Law, may order Grantee, in writing, to make the necessary repairs and alterations specified therein forthwith to correct the unsafe condition by a time the Grantor establishes. The Grantor has the right to correct, inspect, administer and repair the unsafe condition if Grantee fails to do so, and to charge Grantee therefore.

10.28 Stop Work

(A) On notice from the Grantor that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the Grantor, or in violation of the terms of any applicable permit, laws, regulations, ordinances, or standards, the work may immediately be stopped by the Grantor.

(B) The stop work order shall:

(1) Be in writing;

- (2) Be given to the Person doing the work, or posted on the work site;
- (3) Be sent to Grantee by overnight delivery at the address given herein;
- (4) Indicate the nature of the alleged violation or unsafe condition; and
- (5) Establish conditions under which work may be resumed.

10.29 Work of Contractors and Subcontractors

Grantee's contractors and subcontractors shall be licensed and bonded in accordance with the Grantor's ordinances, regulations and requirements. Work by contractors and subcontractors is subject to the same restrictions, limitations and conditions as if the work were performed by Grantee. Grantee shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by it, and shall ensure that all such work is performed in compliance with this Franchise and other Applicable Law, and shall be jointly and severally liable for all damages and correcting all damage caused by them. It is Grantee's responsibility to ensure that contractors, subcontractors or other Persons performing work on Grantee's behalf are familiar with the requirements of this Franchise and other Applicable Law governing the work performed by them.

SECTION 11. CABLE SYSTEM, TECHNICAL STANDARDS AND TESTING

11.1 Subscriber Network

(A) Grantee's Cable System within the Town shall consist of a mix of fiber to the premises and HFC and shall provide Activated Two-Way capability. The Cable System shall be capable of supporting video and audio. The Cable System shall deliver no less than two hundred (200) Channels of digital video programming services to Subscribers, provided that the Grantee reserves the right to use the bandwidth in the future for other uses based on market factors.

(B) Equipment must be installed so that all closed captioning programming received by the Cable System shall include the closed caption signal so long as the closed caption signal is provided consistent with FCC standards. Equipment must be installed so that all local signals received in stereo or with secondary audio tracks (broadcast and Access) are retransmitted in those same formats.

(C) All construction shall be subject to the Grantor's permitting process.

(D) Grantee and Grantor shall meet, at the Grantor's request, to discuss the progress of the design plan and construction.

(E) Grantee will take prompt corrective action if it finds that any facilities or equipment on the Cable System are not operating as expected, or if it finds that facilities and equipment do not comply with the requirements of this Franchise or Applicable Law.

(F) Grantee's construction decisions shall be based solely upon legitimate engineering decisions and shall not take into consideration the income level of any particular community within the Franchise Area.

11.2 Technology Assessment

(A) The Grantor may notify Grantee on or after five (5) years after the Effective Date, that the Grantor will conduct a technology assessment of Grantee's Cable System. The technology assessment may include, but is not limited to, determining whether Grantee's Cable System technology and performance are consistent with current technical practices and range and level of services existing in the fifteen (15) largest U.S. cable systems owned and operated by Grantee's Parent Corporation and/or Affiliates pursuant to franchises that have been renewed or extended since the Effective Date.

(B) Grantee shall cooperate with the Grantor to provide necessary non-confidential and proprietary information upon the Grantor's reasonable request as part of the technology assessment.

(C) At the discretion of the Grantor, findings from the technology assessment may be included in any proceeding commenced for the purpose of identifying future cable-related community needs and interests undertaken by the Grantor pursuant to 47 U.S.C. §546.

11.3 Standby Power

Grantee's Cable System Headend shall be capable of providing at least twelve (12) hours of emergency operation. In addition, throughout the term of this Franchise, Grantee shall have a plan in place, along with all resources necessary for implementing such plan, for dealing with outages of more than four (4) hours. This outage plan and evidence of requisite implementation resources shall be presented to the Grantor no later than thirty (30) days following receipt of a request.

11.4 Emergency Alert Capability

(A) Grantee shall provide an operating Emergency Alert System ("EAS") throughout the term of this Franchise in compliance with FCC standards. Grantee shall test the EAS as required by the FCC. Upon request, the Grantor shall be permitted to participate in and/or witness the EAS testing up to twice a year on a schedule formed in consultation with Grantee. If the test indicates that the EAS is not performing properly, Grantee shall make any necessary adjustment to the EAS, and the EAS shall be retested.

11.5 Technical Performance

The technical performance of the Cable System shall meet or exceed all applicable federal (including, but not limited to, the FCC), State and local technical standards, as they may be

amended from time to time, regardless of the transmission technology utilized. The Grantor shall have the full authority permitted by Applicable Law to enforce compliance with these technical standards.

11.6 Cable System Performance Testing

(A) Grantee shall provide to the Grantor a copy of its current written process for resolving complaints about the quality of the video programming services signals delivered to Subscriber and shall provide the Grantor with any amendments or modifications to the process at such time as they are made.

(B) Grantee shall, at Grantee's expense, maintain all aggregate data of Subscriber complaints related to the quality of the video programming service signals delivered by Grantee in the Grantor for a period of at least one (1) year, and individual Subscriber complaints from the Grantor for a period of at least three (3) years, and make such information available to the Grantor upon reasonable request.

(C) Grantee shall maintain written records of all results of its Cable System tests, performed by or for Grantee. Copies of such test results will be provided to the Grantor upon reasonable request.

(D) Grantee shall perform any tests required by the FCC.

11.7 Additional Tests

Where there exists other evidence which in the judgment of the Grantor casts doubt upon the reliability or technical quality of Cable Service, the Grantor shall have the right and authority to require Grantee to test, analyze and report on the performance of the Cable System. Grantee shall fully cooperate with the Grantor in performing such testing and shall prepare the results and a report, if requested, within thirty (30) days after testing. Such report shall include the following information:

- (A) the nature of the complaint or problem which precipitated the special tests;
- (B) the Cable System component tested;
- (C) the equipment used and procedures employed in testing;
- (D) the method, if any, in which such complaint or problem was resolved; and
- (E) any other information pertinent to said tests and analysis which may be required.

SECTION 12. SERVICE AVAILABILITY

(A) Grantee has shared with the Grantor its Cable System deployment plans which include the estimated projected dates when deployment of the Cable System will be completed and activated in various parts of the Town, which have been found to be acceptable to the Grantor. Grantee commits to using its commercially reasonable efforts to construct its Cable System within the Grantor in accordance with those plans and will meet with the Grantor, at a minimum biannually, to update the Grantor on the current status of construction and anticipated timeline to completion. Nothing in this Franchise, however, requires Grantee to build-out and serve all areas of the Grantor if, in Grantee's good faith estimation, build-out and service activation cannot be completed in a commercially reasonable fashion.

(B) In General. Once the Cable System construction is complete in a given area within the Town and Cable Service is available, Grantee intends to provide Cable Service within seven (7) days of a request by any Person within the Franchise Area. For purposes of this Section, a request shall be deemed made on the date of signing a service agreement, receipt of funds by Grantee, receipt of a written request by Grantee or receipt by Grantee of a verified verbal request. Except as otherwise provided herein, Grantee intends to provide such service:

(1) With no line extension charge except as specifically authorized elsewhere in this Franchise Agreement.

(2) At a non-discriminatory installation charge for a standard installation, consisting of a 125 foot drop connecting to an inside wall for Residential Subscribers, with additional charges for non-standard installations computed according to a non-discriminatory methodology for such installations, adopted by Grantee and provided in writing to the City;

(3) At non-discriminatory monthly rates for Residential Subscribers.

(C) Service to Multiple Dwelling Units. Consistent with this Section 11, once the Cable System construction is complete in a given area within the Town and Cable Service is available, the Grantee intends to offer the individual units of a Multiple Dwelling Unit all Cable Services offered to other Dwelling Units in the City and shall individually wire units upon request of the property owner or renter who has been given written authorization by the owner; provided, however, that any such offering is conditioned upon the Grantee having legal access to said unit. The City acknowledges that the Grantee cannot control the dissemination of particular Cable Services beyond the point of demarcation at a Multiple Dwelling Unit.

(D) Customer Charges for Extensions of Service. Once the Cable System construction is complete in a given area within the Town and Cable Service is available, Grantee intends to extend its Cable System to all persons living in areas with a residential density of twenty (25) residences per mile of Cable System plant. If the residential density is less than twenty (25) residences per 5,280 cable-bearing strand feet of trunk or distribution cable, service may be made available on the basis of a capital contribution in aid of construction, including cost of material, labor and easements. Customers who request service hereunder will bear the remainder of the construction and other costs on a pro rata basis. The Grantee may require that the payment of the capital contribution in aid of construction borne by such potential customers be paid in advance.

SECTION 13. FRANCHISE VIOLATIONS

13.1 Procedure for Remedying Franchise Violations

(A) If the Grantor reasonably believes that Grantee has failed to perform any obligation under this Franchise or has failed to perform in a timely manner, the Grantor shall notify Grantee in writing, stating with reasonable specificity the nature of the alleged default. Grantee shall have thirty (30) days from the receipt of such notice to:

(1) respond to the Grantor, contesting the Grantor's assertion that a default has occurred, and requesting a meeting in accordance with subsection (B), below;

(2) cure the default; or,

(3) notify the Grantor that Grantee cannot cure the default within the thirty (30) days, because of the nature of the default. In the event the default cannot be cured within thirty (30) days, Grantee shall promptly take all reasonable steps to cure the default and notify the Grantor in writing and in detail as to the exact steps that will be taken and the projected completion date. In such case, the Grantor may set a meeting in accordance with subsection (B) below to determine whether additional time beyond the thirty (30) days specified above is indeed needed, and whether Grantee's proposed completion schedule and steps are reasonable.

(B) If Grantee does not cure the alleged default within the cure period stated above, or by the projected completion date under subsection (A)(3), or denies the default and requests a meeting in accordance with (A)(1), or the Grantor orders a meeting in accordance with subsection (A)(3), the Grantor shall set a meeting to investigate said issues or the existence of the alleged default. The Grantor shall notify Grantee of the meeting in writing and such meeting shall take place no less than thirty (30) days after Grantee's receipt of notice of the meeting. At the meeting, Grantee shall be provided an opportunity to be heard and to present evidence in its defense.

(C) If, after the meeting, the Grantor determines that a default exists, the Grantor shall order Grantee to correct or remedy the default or breach within fifteen (15) days or within such other reasonable time frame as the Grantor shall determine. In the event Grantee does not cure within such time to the Grantor's reasonable satisfaction, the Grantor may seek any legal or equitable remedy available under this Franchise or any Applicable Law, including without limitation, revocation of this Franchise. Grantee reserves all rights to assert any defenses to any claims that may be made by Grantor.

(D) It shall not be a violation of this Franchise if Grantee decides, on a company-wide basis, to cease providing Cable Services. Grantee shall provide a minimum of one year's written notice to Grantor of the termination date, and upon that date all rights, duties and obligations of this Franchise shall terminate except for those that by their nature, should survive termination.

13.2 Procedures in the Event of Termination or Revocation

(A) If this Franchise expires without renewal after completion of all processes available under this Franchise and federal law or is otherwise lawfully terminated or revoked, the Grantor may, subject to Applicable Law:

(1) Allow Grantee to maintain and operate its Cable System on a month-to-month basis or short-term extension of this Franchise for not less than six (6) months, unless a sale of the Cable System can be closed sooner or Grantee demonstrates to the Grantor's satisfaction that it needs additional time to complete the sale; or

(2) Purchase Grantee's Cable System in accordance with the procedures set forth in subsection 13.3, below.

(B) In the event that a sale has not been completed in accordance with subsections (A)(1) and/or (A)(2) above, the Grantor may order the removal of the above-ground Cable System facilities and such underground facilities from the Town at Grantee's sole expense within a reasonable period of time as determined by the Grantor. In removing its plant, structures and equipment, Grantee shall refill, at its own expense, any excavation that is made by it and shall leave all Rights-of-Way, public places and private property in as good condition as that prevailing prior to Grantee's removal of its equipment without affecting the electrical or telephone cable wires or attachments. The indemnification and insurance provisions and the letter of credit shall remain in full force and effect during the period of removal, and Grantee shall not be entitled to, and agrees not to request, compensation of any sort therefore.

(C) If Grantee fails to complete any removal required by subsection 13.2 (B) to the Grantor's satisfaction, after written notice to Grantee, the Grantor may cause the work to be done and Grantee shall reimburse the Grantor for the costs incurred within thirty (30) days after receipt of an itemized list of the costs, or the Grantor may recover the costs through the letter of credit provided by Grantee.

(D) The Grantor may seek legal and equitable relief to enforce the provisions of this Franchise.

13.3 Receivership and Foreclosure

(A) At the option of the Grantor, subject to Applicable Law, this Franchise may be revoked one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of Grantee whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless:

(1) The receivership or trusteeship is vacated within one hundred twenty (120) days of appointment; or

(2) The receivers or trustees have, within one hundred twenty (120) days after

their election or appointment, fully complied with all the terms and provisions of this Franchise, and have remedied all defaults under the Franchise. Additionally, the receivers or trustees shall have executed an agreement duly approved by the court having jurisdiction, by which the receivers or trustees assume and agree to be bound by each and every term, provision and limitation of this Franchise.

(B) If there is a foreclosure or other involuntary sale of the whole or any part of the plant, property and equipment of Grantee, the Grantor may serve notice of revocation on Grantee and to the purchaser at the sale, and the rights and privileges of Grantee under this Franchise shall be revoked thirty (30) days after service of such notice, unless:

(1) The Grantor has approved the transfer of the Franchise, in accordance with the procedures set forth in this Franchise and as provided by law; and

(2) The purchaser has covenanted and agreed with the Grantor to assume and be bound by all of the terms and conditions of this Franchise.

13.4 No Monetary Recourse Against the Grantor

Grantee shall not have any monetary recourse against the Grantor or its officers, officials, boards, commissions, agents or employees for any loss, costs, expenses or damages arising out of any provision or requirement of this Franchise or the enforcement thereof, in accordance with the provisions of applicable federal, State and local law. The rights of the Grantor under this Franchise are in addition to, and shall not be read to limit, any immunities the Grantor may enjoy under federal, State or local law.

13.5 Alternative Remedies

No provision of this Franchise shall be deemed to bar the right of the Grantor to seek or obtain judicial relief from a violation of any provision of the Franchise or any rule, regulation, requirement or directive promulgated thereunder. Neither the existence of other remedies identified in this Franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of the Grantor to recover monetary damages for such violations by Grantee, or to seek and obtain judicial enforcement of Grantee's obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity.

13.6 Effect of Abandonment

If the Grantee abandons its Cable System during the Franchise term, or fails to operate its Cable System in accordance with its duty to provide continuous service, the Grantor, at its option, may operate the Cable System; designate another entity to operate the Cable System temporarily until the Grantee restores service under conditions acceptable to the Grantor, or until the Franchise is revoked and a new franchisee is selected by the Grantor; or obtain an injunction requiring the Grantee to continue operations. If the Grantor is required to operate or designate another entity to operate the Cable System, the Grantee shall reimburse the Grantor or its designee for all reasonable

costs, expenses and damages incurred.

13.7 What Constitutes Abandonment

The Grantor shall be entitled to exercise its options in subsection 13.7 if:

(A) The Grantee fails to provide Cable Service in accordance with this Franchise over a substantial portion of the Franchise Area for four (4) consecutive days, unless the Grantor authorizes a longer interruption of service; once that substantial portion of the Franchise Area is constructed and providing Cable Service; or

(B) The Grantee, for any period, willfully and without cause refuses to provide Cable Service in accordance with this Franchise.

For purposes of this Section, a “substantial portion of the Franchise Area” means an area within the Town in which twenty percent (20%) or more of the Town’s residential structures are located.

SECTION 14. FRANCHISE RENEWAL AND TRANSFER

14.1 Renewal

(A) The Grantor and Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, unless the procedures and substantive protections set forth therein shall be deemed to be preempted and superseded by the provisions of any subsequent provision of federal or State law.

(B) In addition to the procedures set forth in said Section 626(a), the Grantor agrees to notify Grantee of the completion of its assessments regarding the identification of future cable-related community needs and interests, as well as the past performance of Grantee under the then current Franchise term. Notwithstanding anything to the contrary set forth herein, Grantee and Grantor agree that at any time during the term of the then current Franchise, while affording the public adequate notice and opportunity for comment, the Grantor and Grantee may agree to undertake and finalize negotiations regarding renewal of the then current Franchise and the Grantor may grant a renewal thereof. Grantee and Grantor consider the terms set forth in this subsection to be consistent with the express provisions of Section 626 of the Cable Act.

(C) Should the Franchise expire without a mutually agreed upon renewed Franchise Agreement and Grantee and Grantor are engaged in an informal or formal renewal process, the Franchise shall continue on a month-to-month basis, with the same terms and conditions as provided in the Franchise, and the Grantee and Grantor shall continue to comply with all obligations and duties under the Franchise.

14.2 Transfer of Ownership or Control

(A) The Cable System and this Franchise shall not be sold, assigned, transferred, leased or disposed of, either in whole or in part, either by involuntary sale or by voluntary sale, merger or consolidation; nor shall title thereto, either legal or equitable, or any right, interest or property therein pass to or vest in any Person or entity without the prior written consent of the Grantor, which consent shall be by the Board of Trustees, acting by ordinance.

(B) The Grantee shall promptly notify the Grantor of any actual or proposed change in, or transfer of, or acquisition by any other party of control of the Grantee. The word "control" as used herein is not limited to majority stockholders but includes actual working control in whatever manner exercised. Every change, transfer or acquisition of control of the Grantee shall make this Franchise subject to cancellation unless and until the Grantor shall have consented in writing thereto.

(C) The parties to the sale or transfer shall make a written request to the Grantor for its approval of a sale or transfer and furnish all information required by law and the Grantor.

(D) In seeking the Grantor's consent to any change in ownership or control, the proposed transferee shall indicate whether it:

(1) Has ever been convicted or held liable for acts involving deceit including any violation of federal, State or local law or regulations, or is currently under an indictment, investigation or complaint charging such acts;

(2) Has ever had a judgment in an action for fraud, deceit, or misrepresentation entered against the proposed transferee by any court of competent jurisdiction;

(3) Has pending any material legal claim, lawsuit, or administrative proceeding arising out of or involving a cable system or a broadband system;

(4) Is financially solvent, by submitting financial data including financial statements that are audited by a certified public accountant who may also be an officer of the transferee, along with any other data that the Grantor may reasonably require; and

(5) Has the financial, legal and technical capability to enable it to maintain and operate the Cable System for the remaining term of the Franchise.

(E) The Grantor shall act by ordinance on the request within one hundred twenty (120) days of the request, provided it has received all information required by this Franchise and/or by Applicable Law. The Grantor and the Grantee may by mutual agreement in writing, at any time, extend the 120 day period. Subject to the foregoing, if the Grantor fails to render a final decision on the request within one hundred twenty (120) days, such request shall be deemed granted unless the requesting party and the Grantor agree to an extension of time.

(F) Within thirty (30) days of any transfer or sale, if approved or deemed granted by the Grantor, Grantee shall file with the Grantor a copy of the deed, agreement, lease or other written

instrument evidencing such sale or transfer of ownership or control, certified and sworn to as correct by Grantee and the transferee, and the transferee shall file its written acceptance agreeing to be bound by all of the provisions of this Franchise, subject to Applicable Law. In the event of a change in control, in which the Grantee is not replaced by another entity, the Grantee will continue to be bound by all of the provisions of the Franchise, subject to Applicable Law, and will not be required to file an additional written acceptance.

(G) In reviewing a request for sale or transfer, the Grantor may inquire into the legal, technical and financial qualifications of the prospective controlling party or transferee, and Grantee shall assist the Grantor in so inquiring. The Grantor may condition said sale or transfer upon such terms and conditions as it deems reasonably appropriate, in accordance with Applicable Law.

(H) Notwithstanding anything to the contrary in this subsection, the prior approval of the Grantor shall not be required for any sale, assignment or transfer of the Franchise or Cable System to an entity controlling, controlled by or under the same common control as Grantee, provided that the proposed assignee or transferee must show financial responsibility as may be determined necessary by the Grantor and must agree in writing to comply with all of the provisions of the Franchise. Further, Grantee may pledge the assets of the Cable System for the purpose of financing without the consent of the Grantor; provided that such pledge of assets shall not impair or mitigate Grantee's responsibilities and capabilities to meet all of its obligations under the provisions of this Franchise.

SECTION 15. SEVERABILITY

If any Section, subsection, paragraph, term or provision of this Franchise is determined to be illegal, invalid or unconstitutional by any court or agency of competent jurisdiction, such determination shall have no effect on the validity of any other Section, subsection, paragraph, term or provision of this Franchise, all of which will remain in full force and effect for the term of the Franchise.

SECTION 16. MISCELLANEOUS PROVISIONS

16.1 Preferential or Discriminatory Practices Prohibited

NO DISCRIMINATION IN EMPLOYMENT. In connection with the performance of work under this Franchise, the Grantee agrees not to refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any Person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Grantee further agrees to insert the foregoing provision in all subcontracts hereunder. Throughout the term of this Franchise, Grantee shall fully comply with all equal employment or non-discrimination provisions and requirements of federal, State and local laws, and in particular, FCC rules and regulations relating thereto.

16.2 Notices

Throughout the term of the Franchise, each party shall maintain and file with the other a local address for the service of notices by mail. All notices shall be sent overnight delivery postage prepaid to such respective address and such notices shall be effective upon the date of mailing. These addresses may be changed by the Grantor or the Grantee by written notice at any time. At the Effective Date of this Franchise:

Grantee's address shall be:

Comcast of Colorado IX, LLC
8000 E. Iliff Ave.
Denver, CO 80231
Attn: Government Affairs

The Grantor's address shall be:

Town of Mead
441 Third Street
Mead, CO
80542
ATTN: Town Administrator

16.3 Descriptive Headings

The headings and titles of the Sections and subsections of this Franchise are for reference purposes only and shall not affect the meaning or interpretation of the text herein.

16.4 Publication Costs to be Borne by Grantee

Grantee shall reimburse the Grantor for all costs incurred in publishing this Franchise, if such publication is required.

16.5 Binding Effect

This Franchise shall be binding upon the parties hereto, their permitted successors and assigns.

16.6 No Joint Venture

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third Persons or the public in any manner which would indicate any such relationship with the other.

16.7 Waiver

The failure of the Grantor at any time to require performance by the Grantee of any provision hereof shall in no way affect the right of the Grantor hereafter to enforce the same. Nor shall the waiver by the Grantor of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

16.8 Reasonableness of Consent or Approval

Whenever under this Franchise “reasonableness” is the standard for the granting or denial of the consent or approval of either party hereto, such party shall be entitled to consider public and governmental policy, moral and ethical standards as well as business and economic considerations.

16.9 Entire Agreement

This Franchise and all Exhibits represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede all prior oral negotiations between the parties.

16.10 Jurisdiction

Venue for any judicial dispute between the Grantor and Grantee arising under or out of this Franchise shall be in Weld County District Court, Colorado, or in the United States District Court in Denver.

IN WITNESS WHEREOF, this Franchise is signed in the name of the Town of Mead, Colorado this _____ day of _____, 2023.

ATTEST:

TOWN OF MEAD, COLORADO:

Town Clerk

Mayor

APPROVED AS TO FORM:

RECOMMENDED AND APPROVED:

Town Attorney

Town Manager

Accepted and approved this _____ day of _____, 2023.

COMCAST OF COLORADO IX, LLC

Name/Title: _____

EXHIBIT A: CUSTOMER SERVICE STANDARDS

I. POLICY

The Cable Operator should resolve citizen complaints without delay and interference from the Franchising Authority.

Where a given complaint is not addressed by the Cable Operator to the citizen's satisfaction, the Franchising Authority should intervene. In addition, where a pattern of unremedied complaints or noncompliance with the Standards is identified, the Franchising Authority should prescribe a cure and establish a reasonable deadline for implementation of the cure. If the noncompliance is not cured within established deadlines, monetary sanctions should be imposed to encourage compliance and deter future non-compliance.

These Standards are intended to be of general application, and are expected to be met under normal operating conditions; however, the Cable Operator shall be relieved of any obligations hereunder if it is unable to perform due to a region-wide natural emergency or in the event of force majeure affecting a significant portion of the franchise area. The Cable Operator is free to exceed these Standards to the benefit of its Customers and such shall be considered performance for the purposes of these Standards.

These Standards supercede any contradictory or inconsistent provision in federal, state or local law (Source: 47 U.S.C. § 552(a)(1) and (d)), provided, however, that any provision in federal, state or local law, or in any original franchise agreement or renewal agreement, that imposes a higher obligation or requirement than is imposed by these Standards, shall not be considered contradictory or inconsistent with these Standards. In the event of a conflict between these Standards and a Franchise Agreement, the Franchise Agreement shall control.

These Standards apply to the provision of any Cable Service, provided by a Cable Operator over a Cable System, within the Town of Mead.

II. DEFINITIONS

When used in these Customer Service Standards (the "Standards"), the following words, phrases, and terms shall have the meanings given below.

"Adoption" shall mean the process necessary to formally enact the Standards within the Franchising Authority's jurisdiction under applicable ordinances and laws.

"Affiliate" shall mean any person or entity that is owned or controlled by, or under common ownership or control with, a Cable Operator, and provides any Cable Service or Other Service.

"Applicable Law" means, with respect to these standards and any Cable Operator's privacy policies, any statute, ordinance, judicial decision, executive order or regulation having the force

and effect of law, that determines the legal standing of a case or issue.

"Cable Operator" shall mean any person or group of persons (A) who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such cable system, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System. Source: 47 U.S.C. § 522(5).

"Cable Service" shall mean (A) the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and (B) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service. Source: 47 U.S.C. § 522(6). For purposes of this definition, "video programming" is programming provided by, or generally considered comparable to programming provided by a television broadcast station. Source: 47 U.S.C. § 522(20). "Other programming service" is information that a Cable Operator makes available to all subscribers generally. Source: 47 U.S.C. § 522(14).

"Cable System" shall mean a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the televisions signals of one or more television broadcast stations, or (B) a facility that serves subscribers without using any public right of way. Source: 47 U.S.C. § 522(7).

"City" ("County") shall mean the Town of Mead, Colorado.

"Colorado Communications and Utilities Alliance" or "CCUA" shall mean an association comprised primarily of local governmental subdivisions of the State of Colorado, or any successor entity. The CCUA may, on behalf of its members, be delegated the authority to review, investigate or otherwise take some related role in the administration and/or enforcement of any functions under these Standards.

"Contractor" shall mean a person or entity that agrees by contract to furnish materials or perform services for another at a specified consideration.

"Customer" shall mean any person who receives any Cable Service from a Cable Operator.

"Customer Service Representative" (or "CSR") shall mean any person employed with or under contract or subcontract to a Cable Operator to assist, or provide service to, customers, whether by telephone, writing service or installation orders, answering customers' questions in person, receiving and processing payments, or performing any other customer service-related tasks.

"Escalated complaint" shall mean a complaint that is referred to a Cable Operator by the Franchising Authority.

"Franchising Authority" shall mean the Town of Mead.

"Necessary" shall mean required or indispensable.

"Non-cable-related purpose" shall mean any purpose that is not necessary to render or conduct a legitimate business activity related to a Cable Service or Other Service provided by a Cable Operator to a Customer. Market research, telemarketing, and other marketing of services or products that are not related to a Cable Service or Other Service provided by a Cable Operator to a Customer shall be considered Non-Cable-related purposes.

"Normal business hours" shall mean those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include at least some evening hours one night per week, and include some weekend hours. Source: 47 C.F.R. § 76.309.

"Normal operating conditions" shall mean those service conditions which are within the control of a Cable Operator. Conditions which are not within the control of a Cable Operator include, but are not necessarily limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Conditions which are ordinarily within the control of a Cable Operator include, but are not necessarily limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods and maintenance or upgrade to the Cable System.

"Other Service(s)" shall mean any wire or radio communications service provided using any of the facilities of a Cable Operator that are used in the provision of Cable Service.

"Personally Identifiable Information" shall mean specific information about an identified Customer, including, but not be limited to, a Customer's (a) login information for the use of Cable Service and management of a Customer's Cable Service account, (b) extent of viewing of video programming or Other Services, (c) shopping choices, (d) interests and opinions, (e) energy uses, (f) medical information, (g) banking data or information, or (h) any other personal or private information. "Personally Identifiable Information" shall not mean any aggregate information about Customers which does not identify particular persons, or information gathered by a Cable Operator necessary to install, repair or service equipment or Cable System facilities at a Customer's premises.

"Service interruption" or "interruption" shall mean (i) the loss or substantial impairment of picture and/or sound on one or more cable television channels.

"Service outage" or "outage" shall mean a loss or substantial impairment in reception on all channels.

"Subcontractor" shall mean a person or entity that enters into a contract to perform part or all of the obligations of another's contract.

"Town" shall mean the Town of Mead, Colorado

“Writing” or “written” as the term applies to notification shall include electronic communications.

Any terms not specifically defined in these Standards shall be given their ordinary meaning, or where otherwise defined in applicable federal law, such terms shall be interpreted consistent with those definitions.

III. CUSTOMER SERVICE

A. Courtesy

Cable Operator employees, contractors and subcontractors shall be courteous, knowledgeable and helpful and shall provide effective and satisfactory service in all contacts with customers.

B. Accessibility

1. A Cable Operator intends to provide customer service centers/business offices (“Service Centers”) which are conveniently located, and which are open during Normal Business Hours. Service Centers shall be fully staffed with Customer Service Representatives offering the following services to Customers who come to the Service Center: bill payment, equipment exchange, processing of change of service requests, and response to Customer inquiries and request.

Unless otherwise requested by the Town of Mead, a Cable Operator shall post a sign at each Service Center, visible from the outside of the Service Center, advising Customers of its hours of operation and of the telephone number at which to contact the Cable Operator if the Service Center is not open at the times posted.

The Cable Operator shall use commercially reasonable efforts to implement and promote “self-help” tools and technology, in order to respond to the growing demand of Customers who wish to interact with the Cable Operator on the Customer’s own terms and timeline and at their own convenience, without having to travel to a Service Center. Without limitation, examples of self-help tools or technology may include self-installation kits to Customers upon request; pre-paid mailers for the return of equipment upon Customer request; an automated phone option for Customer bill payments; and equipment exchanges at a Customer’s residence in the event of damaged equipment. A Cable Operator shall provide free exchanges of faulty equipment at the customer's address if the equipment has not been damaged in any manner due to the fault or negligence of the customer.

2. A Cable Operator shall maintain local telephone access lines that shall be available twenty-four (24) hours a day, seven (7) days a week for service/repair requests and billing/service inquiries.

3. A Cable Operator shall have dispatchers and technicians on call twenty-four (24) hours a day, seven (7) days a week, including legal holidays.

4. If a customer service telephone call is answered with a recorded message providing the customer with various menu options to address the customer's concern, the recorded message must provide the customer the option to connect to and speak with a CSR within sixty (60) seconds of the commencement of the recording. During Normal Business Hours, a Cable Operator shall retain sufficient customer service representatives and telephone line capacity to ensure that telephone calls to technical service/repair and billing/service inquiry lines are answered by a customer service representative within thirty (30) seconds or less from the time a customer chooses a menu option to speak directly with a CSR or chooses a menu option that pursuant to the automated voice message, leads to a direct connection with a CSR. Under normal operating conditions, this thirty (30) second telephone answer time requirement standard shall be met no less than ninety (90) percent of the time measured quarterly.

5. Under normal operating conditions, a customer shall not receive a busy signal more than three percent (3%) of the time. This standard shall be met ninety (90) percent or more of the time, measured quarterly.

C. Responsiveness

1. Guaranteed Seven-Day Residential Installation

a. A Cable Operator intends to complete all standard residential installations or modifications to service requested by customers within seven (7) business days after the order is placed, unless a later date for installation is requested. "Standard" residential installations are those located up to one hundred twenty five (125) feet from the existing distribution system. If the customer requests a nonstandard residential installation, or the Cable Operator determines that a nonstandard residential installation is required, the Cable Operator intends to provide the customer in advance with a total installation cost estimate and an estimated date of completion.

b. All underground cable drops to the home shall be buried at a depth of no less than twelve inches (12"), or such other depth as may be required by the Franchise Agreement or local code provisions, or if there are no applicable Franchise or code requirements, at such other depths as may be agreed to by the parties if other construction concerns preclude the twelve inch requirement, and within no more than one calendar week from the initial installation, or at a time mutually agreed upon between the Cable Operator and the customer.

2. Residential Installation and Service Appointments

a. The "appointment window" alternatives for specific installations, service calls, and/or other installation activities will be either a specific time, or at a maximum, a four (4) hour time block between the hours of 8:00 a.m. and 6:00 p.m., six (6) days per week. A Cable Operator may schedule service calls and other installation activities outside of the above days and hours for the express convenience of customers. For purposes of this subsection "appointment

window” means the period of time in which the representative of the Cable Operator must arrive at the customer’s location.

b. A Cable Operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment, unless the customer’s issue has otherwise been resolved.

c. If a Cable Operator is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the Cable Operator shall take reasonable efforts to contact the customer promptly, but in no event later than the end of the appointment window. The appointment will be rescheduled, as necessary at a time that is convenient to the customer, within Normal Business Hours or as may be otherwise agreed to between the customer and Cable Operator.

d. A Cable Operator shall be deemed to have responded to a request for service under the provisions of this section when a technician arrives within the agreed upon time, and, if the customer is absent when the technician arrives, the technician leaves written notification of arrival and return time, and a copy of that notification is kept by the Cable Operator. In such circumstances, the Cable Operator shall contact the customer within forty-eight (48) hours.

3. Residential Service Interruptions

a. In the event of system outages resulting from Cable Operator equipment failure, the Cable Operator shall correct such failure within 2 hours after the 3rd customer call is received.

b. All other service interruptions resulting from Cable Operator equipment failure shall be corrected by the Cable Operator by the end of the next calendar day.

c. Records of Complaints.

i. A Cable Operator shall keep an accurate and comprehensive file of any complaints regarding the cable system or its operation of the cable system, in a manner consistent with the privacy rights of customers, and the Cable Operator's actions in response to those complaints. These files shall remain available for viewing by the Franchising Authority during normal business hours at the Cable Operator’s business office, and shall be retained by the Cable Operator for a period of at least three (3) years.

ii. Upon written request a Cable Operator shall provide the Franchising Authority an executive summary quarterly, which shall include information concerning customer complaints referred by the Franchising Authority to the Grantee and any other requirements of a Franchise Agreement but no personally identifiable information. These summaries shall be provided within fifteen (15) days after the end of each quarter. Once a request is made, it need not be repeated and quarterly executive summaries shall be provided by the Cable Operator until notified in writing by the Franchising Authority that such summaries are no longer required.

iii. Upon written request a summary of service requests, identifying the number and nature of the requests and their disposition, shall also be completed by the Cable Operator for each quarter and submitted to the Franchising Authority by the fifteenth (15th) day of the month after each calendar quarter. Once a request is made, it need not be repeated and quarterly summary of service requests shall be provided by the Cable Operator until notified in writing by the Franchising Authority that such summaries are no longer required. Complaints shall be broken out by the nature of the complaint and the type of Cable service subject to the complaint.

d. Records of Service Interruptions and Outages. A Cable Operator shall maintain records of all outages and reported service interruptions. Such records shall indicate the type of cable service interrupted, including the reasons for the interruptions. A log of all service interruptions shall be maintained and provided to the Franchising Authority quarterly, upon written request, within fifteen (15) days after the end of each quarter. Such records shall be submitted to the Franchising Authority with the records identified in Section 3.c.ii above if so requested in writing, and shall be retained by the Cable Operator for a period of three (3) years.

e. All service outages and interruptions for any cause beyond the control of the Cable Operator shall be corrected within thirty-six (36) hours, after the conditions beyond its control have been corrected.

4. TV Reception

a. A Cable Operator shall provide clear television reception that meets or exceeds technical standards established by the United States Federal Communications Commission (the "FCC"). A Cable Operator shall render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible. Scheduled interruptions shall be preceded by notice and shall occur during periods of minimum use of the system, preferably between midnight and six a.m. (6:00 a.m.).

b. If a customer experiences poor video or audio reception attributable to a Cable Operator's equipment, the Cable Operator shall:

- i. Assess the problem within one (1) day of notification;
- ii. Communicate with the customer regarding the nature of the problem and the expected time for repair;
- iii. Complete the repair within two (2) days of assessing the problem unless circumstances exist that reasonably require additional time.

c. If an appointment is necessary to address any video or audio reception problem, the customer may choose a block of time described in Section III.C.2.a. At the customer's request, the Cable Operator shall repair the problem at a later time convenient to the customer,

during Normal Business Hours or at such other time as may be agreed to by the customer and Cable Operator. A Cable Operator shall maintain periodic communications with a customer during the time period in which problem ascertainment and repair are ongoing, so that the customer is advised of the status of the Cable Operator's efforts to address the problem.

5. Problem Resolution

A Cable Operator's customer service representatives shall have the authority to provide credit for interrupted service, to waive fees, to schedule service appointments and to change billing cycles, where appropriate. Any difficulties that cannot be resolved by the customer service representative shall be referred to the appropriate supervisor who shall contact the customer within four (4) hours and resolve the problem within forty eight (48) hours or within such other time frame as is acceptable to the customer and the Cable Operator.

6. Billing, Credits, and Refunds

a. In addition to other options for payment of a customer's service bill, a Cable Operator shall make available a telephone payment option where a customer without account irregularities can enter payment information through an automated system, without the necessity of speaking to a CSR.

b. A Cable Operator shall allow at least thirty (30) days from the beginning date of the applicable service period for payment of a customer's service bill for that period. If a customer's service bill is not paid within that period of time the Cable Operator may apply an administrative fee to the customer's account. The administrative fee must reflect the average costs incurred by the Cable Operator in attempting to collect the past due payment in accordance with applicable law. If the customer's service bill is not paid within forty-five (45) days of the beginning date of the applicable service period, the Cable Operator may perform a "soft" disconnect of the customer's service. If a customer's service bill is not paid within fifty-two (52) days of the beginning date of the applicable service period, the Cable Operator may disconnect the customer's service, provided it has provided two (2) weeks notice to the customer that such disconnection may result.

c. The Cable Operator shall issue a credit or refund to a customer within 30 days after determining the customer's entitlement to a credit or refund.

d. Whenever the Cable Operator offers any promotional or specially priced service(s) its promotional materials shall clearly identify and explain the specific terms of the promotion, including but not limited to manner in which any payment credit will be applied.

7. Treatment of Property

To the extent that a Franchise Agreement does not contain the following procedures for treatment of property, Operator shall comply with the procedures set forth in this Section.

a. A Cable Operator shall keep tree trimming to a minimum; trees and shrubs or other landscaping that are damaged by a Cable Operator, any employee or agent of a Cable Operator during installation or construction shall be restored to their prior condition or replaced within seven (7) days, unless seasonal conditions require a longer time, in which case such restoration or replacement shall be made within seven (7) days after conditions permit. Trees and shrubs on private property shall not be removed without the prior permission of the owner or legal tenant of the property on which they are located. This provision shall be in addition to, and shall not supersede, any requirement in any franchise agreement.

b. A Cable Operator shall, at its own cost and expense, and in a manner approved by the property owner and the Franchising Authority, restore any private property to as good condition as before the work causing such disturbance was initiated. A Cable Operator shall repair, replace or compensate a property owner for any damage resulting from the Cable Operator's installation, construction, service or repair activities. If compensation is requested by the customer for damage caused by any Cable Operator activity, the Cable Operator shall reimburse the property owner one hundred (100) percent of the actual cost of the damage.

c. Except in the case of an emergency involving public safety or service interruption to a large number of customers, a Cable Operator shall give reasonable notice to property owners or legal tenants prior to entering upon private premises, and the notice shall specify the work to be performed; provided that in the case of construction operations such notice shall be delivered or provided at least twenty-four (24) hours prior to entry, unless such notice is waived by the customer. For purposes of this subsection, "reasonable notice" shall be considered:

i. For pedestal installation or similar major construction, seven (7) days.

ii. For routine maintenance, such as adding or dropping service, tree trimming and the like, reasonable notice given the circumstances. Unless a Franchise Agreement has a different requirement, reasonable notice shall require, at a minimum, prior notice to a property owner or tenant, before entry is made onto that person's property.

iii. For emergency work a Cable Operator shall attempt to contact the property owner or legal tenant in person, and shall leave a door hanger notice in the event personal contact is not made. Door hangars must describe the issue and provide contact information where the property owner or tenant can receive more information about the emergency work.

Nothing herein shall be construed as authorizing access or entry to private property, or any other property, where such right to access or entry is not otherwise provided by law.

d. Cable Operator personnel shall clean all areas surrounding any work site and ensure that all cable materials have been disposed of properly.

D. Services for Customers with Disabilities

1. For any customer with a disability, a Cable Operator shall deliver and pick up equipment at customers' homes at no charge unless the malfunction was caused by the actions of the customer. In the case of malfunctioning equipment, the technician shall provide replacement equipment, hook it up and ensure that it is working properly, and shall return the defective equipment to the Cable Operator.
2. A Cable Operator shall provide either TTY, TDD, TYY, VRS service or other similar service that are in compliance with the Americans With Disabilities Act and other applicable law, with trained operators who can provide every type of assistance rendered by the Cable Operator's customer service representatives for any hearing-impaired customer at no charge.
3. A Cable Operator shall provide free use of a remote control unit to mobility-impaired (if disabled, in accordance with Section III.D.4) customers.
4. Any customer with a disability may request the special services described above by providing a Cable Operator with a letter from the customer's physician stating the need, or by making the request to the Cable Operator's installer or service technician, where the need for the special services can be visually confirmed.

E. Cable Services Information

1. At any time a customer or prospective customer may request, a Cable Operator shall provide the following information, in clear, concise written form, easily accessible and located on Cable Operator's website (and in Spanish, when requested by the customer):
 - a. Products and services offered by the Cable Operator, including its channel lineup;
 - b. The Cable Operator's complete range of service options and the prices for these services;
 - c. The Cable Operator's billing, collection and disconnection policies;
 - d. Privacy rights of customers;
 - e. All applicable complaint procedures, including complaint forms and the telephone numbers and mailing addresses of the Cable Operator, and the FCC;
 - f. Use and availability of parental control/lock out device;
 - g. Special services for customers with disabilities;
 - h. Days, times of operation, and locations of the service centers;

2. At a Customer's request, a Cable Operator shall make available either a complete copy of these Standards and any other applicable customer service standards, or a summary of these Standards, in a format to be approved by CCUA and the Franchising Authority, which shall include at a minimum, the URL address of a website containing these Standards in their entirety; provided however, that if the CCUA or Franchising Authority does not maintain a website with a complete copy of these Standards, a Cable Operator shall be under no obligation to do so;

If acceptable to a customer, Cable Operator may fulfill customer requests for any of the information listed in this Section by making the requested information available electronically, such as on a website or by electronic mail.

3. Upon written request, a Cable Operator shall meet annually with the Franchising Authority to review the format of the Cable Operator's bills to customers. Whenever the Cable Operator makes substantial changes to its billing format, it will contact the Franchising Authority at least thirty (30) days prior to the time such changes are to be effective, in order to inform the Franchising Authority of such changes.

4. Copies of notices provided to the customer in accordance with subsection 5 below shall be filed (by fax or email acceptable) concurrently with the Franchising Authority and the CCUA.

5. A Cable Operator shall provide customers with written notification of any change in rates for nondiscretionary cable services, and for service tier changes that result in a deletion of programming from a customer's service tier, at least thirty (30) days before the effective date of change. For purposes of this section, "nondiscretionary" means the subscribed tier and any other Cable Services that a customer has subscribed to, at the time the change in rates are announced by the Cable Operator.

6. All officers, agents, and employees of the Cable Operator or its contractors or subcontractors who are in personal contact with customers and/or when working on public property, shall wear on their outer clothing identification cards bearing their name and photograph and identifying them as representatives of the Cable Operator. The Cable Operator shall account for all identification cards at all times. Every vehicle of the Cable Operator shall be clearly visually identified to the public as working for the Cable Operator. Whenever a Cable Operator work crew is in personal contact with customers or public employees, a supervisor must be able to communicate clearly with the customer or public employee. Every vehicle of a subcontractor or contractor shall be labeled with the name of the contractor and further identified as contracting or subcontracting for the Cable Operator.

7. Each CSR, technician or employee of the Cable Operator in each contact with a customer shall state the estimated cost of the service, repair, or installation orally prior to delivery of the service or before any work is performed, and shall provide the customer with an oral statement of the total charges before terminating the telephone call or before leaving the location at which the work was performed. A written estimate of the charges shall be provided to the customer before the actual work is performed.

F. Customer Privacy

1. Cable Customer Privacy. In addition to complying with the requirements in this subsection, a Cable Operator shall fully comply with all obligations under 47 U.S.C. Section 551.

2. Collection and Use of Personally Identifiable Information.

a. A Cable Operator shall not use the Cable System to collect, monitor or observe Personally Identifiable Information without the prior affirmative written or electronic consent of the Customer unless, and only to the extent that such information is: (i) used to detect unauthorized reception of cable communications, or (ii) necessary to render a Cable Service or Other Service provided by the Cable Operator to the Customer and as otherwise authorized by applicable law.

b. A Cable Operator shall take such actions as are necessary using then-current industry standard practices to prevent any Affiliate from using the facilities of the Cable Operator in any manner, including, but not limited to, sending data or other signals through such facilities, to the extent such use will permit an Affiliate unauthorized access to Personally Identifiable Information on equipment of a Customer (regardless of whether such equipment is owned or leased by the Customer or provided by a Cable Operator) or on any of the facilities of the Cable Operator that are used in the provision of Cable Service. This subsection F.2.b shall not be interpreted to prohibit an Affiliate from obtaining access to Personally Identifiable Information to the extent otherwise permitted by this subsection F.

c. A Cable Operator shall take such actions as are necessary using then-current industry standard practices to prevent a person or entity (other than an Affiliate) from using the facilities of the Cable Operator in any manner, including, but not limited to, sending data or other signals through such facilities, to the extent such use will permit such person or entity unauthorized access to Personally Identifiable Information on equipment of a Customer (regardless of whether such equipment is owned or leased by the Customer or provided by a Cable Operator) or on any of the facilities of the Cable Operator that are used in the provision of Cable Service.

3. Disclosure of Personally Identifiable Information. A Cable Operator shall not disclose Personally Identifiable Information without the prior affirmative written or electronic consent of the Customer, unless otherwise authorized by applicable law.

a. A minimum of thirty (30) days prior to making any disclosure of Personally Identifiable Information of any Customer for any Non-Cable related purpose as provided in this subsection F.3.a, where such Customer has not previously been provided the notice and choice provided for in subsection III.F.9, the Cable Operator shall notify each Customer (that the Cable Operator intends to disclose information about) of the Customer's right to prohibit the disclosure of such information for Non-cable related purposes. The notice to Customers may reference the Customer to his or her options to state a preference for disclosure or non-disclosure of certain information, as provided in subsection III.F.10.

b. A Cable Operator may disclose Personally Identifiable Information only to the extent that it is necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service provided by the Cable Operator to the Customer.

c. To the extent authorized by applicable law, a Cable Operator may disclose Personally Identifiable Information pursuant to a subpoena, court order, warrant or other valid legal process authorizing such disclosure.

4. Access to Information. Any Personally Identifiable Information collected and maintained by a Cable Operator shall be made available for Customer examination within thirty (30) days of receiving a request by a Customer to examine such information about himself or herself at the local offices of the Cable Operator or other convenient place within the City/County/City and County/Town designated by the Cable Operator, or electronically, such as over a website. Upon a reasonable showing by the Customer that such Personally Identifiable Information is inaccurate, a Cable Operator shall correct such information.

5. Privacy Notice to Customers

a. A Cable Operator shall annually mail or provide a separate, written or electronic copy of the privacy statement to Customers consistent with 47 U.S.C. Section 551(a)(1), and shall provide a Customer a copy of such statement at the time the Cable Operator enters into an agreement with the Customer to provide Cable Service. The written notice shall be in a clear and conspicuous format, which at a minimum, shall be in a comparable font size to other general information provided to Customers about their account as it appears on either paper or electronic Customer communications.

b. In or accompanying the statement required by subsection F.5.a, a Cable Operator shall state substantially the following message regarding the disclosure of Customer information: "Unless a Customer affirmatively consents electronically or in writing to the disclosure of personally identifiable information, any disclosure of personally identifiable information for purposes other than to the extent necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service, is limited to:

i. Disclosure pursuant to valid legal process authorized by applicable law.

ii. Disclosure of the name and address of a Customer subscribing to any general programming tiers of service and other categories of Cable Services provided by the Cable Operator that do not directly or indirectly disclose: (A) A Customer's extent of viewing of a Cable Service or Other Service provided by the Cable Operator; (B) The extent of any other use by a Customer of a Cable Service; (C) The nature of any transactions made by a Customer over the Cable System; or (D) The nature of programming or websites that a Customer subscribes to or views (i.e., a Cable Operator may only disclose the fact that a person subscribes to a general tier of service, or a package of channels with the same type of programming), provided that with respect to the nature of websites subscribed to or viewed, these are limited to websites accessed by a Customer in

connection with programming available from their account for Cable Services.”

The notice shall also inform the Customers of their right to prohibit the disclosure of their names and addresses in accordance with subsection F.3.a. If a Customer exercises his or her right to prohibit the disclosure of name and address as provided in subsection F.3.a or this subsection, such prohibition against disclosure shall remain in effect, unless and until the Customer subsequently changes their disclosure preferences as described in subsection F.9 below.

6. Privacy Reporting Requirements. The Cable Operator shall include in its regular periodic reports to the Franchising Authority required by its Franchise Agreement information summarizing:

- a. The type of Personally Identifiable Information that was actually collected or disclosed by Cable Operator during the reporting period;
- b. For each type of Personally Identifiable Information collected or disclosed, a statement from an authorized representative of the Cable Operator certifying that the Personally Identifiable Information collected or disclosed was: (A) collected or disclosed to the extent Necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service provided by the Cable Operator; (B) used to the extent Necessary to detect unauthorized reception of cable communications; (C) disclosed pursuant to valid legal process authorized by applicable law; or (D) a disclosure of Personally Identifiable Information of particular subscribers, but only to the extent affirmatively consented to by such subscribers in writing or electronically, or as otherwise authorized by applicable law.
- c. The standard industrial classification (SIC) codes or comparable identifiers pertaining to any entities to whom such Personally Identifiable Information was disclosed, except that a Cable Operator need not provide the name of any court or governmental entity to which such disclosure was made pursuant to valid legal process authorized by applicable law;
- d. The general measures that have been taken to prevent the unauthorized access to Personally Identifiable Information by a person other than the Customer or the Cable Operator. A Cable Operator shall meet with Franchising Authority if requested to discuss technology used to prohibit unauthorized access to Personally Identifiable Information by any means.

7. Nothing in this subsection III.F shall be construed to prevent the Franchising Authority from obtaining Personally Identifiable Information to the extent not prohibited by Section 631 of the Communications Act, 47 U.S.C. Section 551 and applicable laws.

8. Destruction of Personally Identifiable Information. A Cable Operator shall destroy any Personally Identifiable Information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information under subsection 4 of this subsection III.F, pursuant to a court order or other valid legal process, or pursuant to applicable law.

9. Notice and Choice for Customers. The Cable Operator shall at all times make available to Customers one or more methods for Customers to use to prohibit or limit disclosures, or permit or release disclosures, as provided for in this subsection III.F. These methods may include, for example, online website “preference center” features, automated toll-free telephone systems, live toll-free telephone interactions with customer service agents, in-person interactions with customer service personnel, regular mail methods such as a postage paid, self-addressed post card, an insert included with the Customer’s monthly bill for Cable Service, the privacy notice specified in subsection III.F.5, or such other comparable methods as may be provided by the Cable Operator. Website “preference center” features shall be easily identifiable and navigable by Customers, and shall be in a comparable size font as other billing information provided to Customers on a Cable Operator’s website. A Customer who provides the Cable Operator with permission to disclose Personally Identifiable Information through any of the methods offered by a Cable Operator shall be provided follow-up notice, no less than annually, of the Customer’s right to prohibit these disclosures and the options for the Customer to express his or her preference regarding disclosures. Such notice shall, at a minimum, be provided by an insert in the Cable Operator’s bill (or other direct mail piece) to the Customer or a notice or message printed on the Cable Operator’s bill to the Customer, and on the Cable Operator’s website when a Customer logs in to view his or her Cable Service account options. The form of such notice shall also be provided on an annual basis to the Franchising Authority. These methods of notification to Customers may also include other comparable methods as submitted by the Cable Operator and approved by the Franchising Authority in its reasonable discretion.

G. Safety

A Cable Operator shall install and locate its facilities, cable system, and equipment in compliance with all federal, state, local, and company safety standards, and in such manner as shall not unduly interfere with or endanger persons or property. Whenever a Cable Operator receives notice that an unsafe condition exists with respect to its equipment, the Cable Operator shall investigate such condition immediately, and shall take such measures as are necessary to remove or eliminate any unsafe condition.

H. Cancellation of New Services

In the event that a new customer requests installation of Cable Service and is unsatisfied with their initial Cable Service, and provided that the customer so notifies the Cable Operator of their dissatisfaction within 30 days of initial installation, then such customer can request disconnection of Cable Service within 30 days of initial installation, and the Cable Operator shall provide a credit to the customer’s account consistent with this Section. The customer will be required to return all equipment in good working order; provided such equipment is returned in such order, then the Cable Operator shall refund the monthly recurring fee for the new customer’s first 30 days of Cable Service and any charges paid for installation. This provision does not apply to existing customers who request upgrades to their Cable Service, to discretionary Cable Service such as PPV or movies purchased and viewed On Demand, or to

customer moves and/or transfers of Cable Service. The service credit shall be provided in the next billing cycle.

IV. COMPLAINT PROCEDURE

A. Complaints to a Cable Operator

1. A Cable Operator shall establish written procedures for receiving, acting upon, and resolving customer complaints, and crediting customer accounts and shall have such procedures printed and disseminated at the Cable Operator's sole expense, consistent with Section III.E.1.e of these Standards.
2. Said written procedures shall prescribe a simple manner in which any customer may submit a complaint by telephone or in writing to a Cable Operator that it has violated any provision of these Customer Service Standards, any terms or conditions of the customer's contract with the Cable Operator, or reasonable business practices. If a representative of the Franchising Authority notifies the Cable Operator of a customer complaint that has not previously been made by the customer to the Cable Operator, the complaint shall be deemed to have been made by the customer as of the date of the Franchising Authority's notice to the Cable Operator.
3. At the conclusion of the Cable Operator's investigation of a customer complaint, but in no more than ten (10) calendar days after receiving the complaint, the Cable Operator shall notify the customer of the results of its investigation and its proposed action or credit.
4. A Cable Operator shall also notify the customer of the customer's right to file a complaint with the Franchising Authority in the event the customer is dissatisfied with the Cable Operator's decision, and shall thoroughly explain the necessary procedures for filing such complaint with the Franchising Authority.
5. A Cable Operator shall immediately report all customer Escalated complaints that it does not find valid to the Franchising Authority.
6. A Cable Operator's complaint procedures shall be filed with the Franchising Authority prior to implementation.

B. Complaints to the Franchising Authority

1. Any customer who is dissatisfied with any proposed decision of the Cable Operator or who has not received a decision within the time period set forth below shall be entitled to have the complaint reviewed by the Franchising Authority.
2. The customer may initiate the review either by calling the Franchising Authority or by filing a written complaint together with the Cable Operator's written decision, if any, with the Franchising Authority.

3. The customer shall make such filing and notification within twenty (20) days of receipt of the Cable Operator's decision or, if no decision has been provided, within thirty (30) days after filing the original complaint with the Cable Operator.

4. If the Franchising Authority decides that further evidence is warranted, the Franchising Authority shall require the Cable Operator and the customer to submit, within ten (10) days of notice thereof, a written statement of the facts and arguments in support of their respective positions.

5. The Cable Operator and the customer shall produce any additional evidence, including any reports from the Cable Operator, which the Franchising Authority may deem necessary to an understanding and determination of the complaint.

6. The Franchising Authority shall issue a determination within fifteen (15) days of receiving the customer complaint, or after examining the materials submitted, setting forth its basis for the determination.

7. The Franchising Authority may extend these time limits for reasonable cause and may intercede and attempt to negotiate an informal resolution.

C. Security Fund or Letter of Credit

A Cable operator shall comply with any Franchise Agreement regarding Letters of Credit. If a Franchise Agreement is silent on Letter of Credit the following shall apply:

1. Within thirty (30) days of the written notification to a Cable Operator by the Franchising Authority that an alleged Franchise violation exists, a Cable Operator shall deposit with an escrow agent approved by the Franchising Authority fifty thousand dollars (\$50,000) or, in the sole discretion of the Franchising Authority, such lesser amount as the Franchising Authority deems reasonable to protect subscribers within its jurisdiction. Alternatively, at the Cable Operator's discretion, it may provide to the Franchising Authority an irrevocable letter of credit in the same amount. A letter of credit or cash deposit, with the approval of the Franchising Authority, may be posted jointly for more than one member of the CCUA, and may be administered, and drawn upon, jointly by the CCUA or drawn upon individually by each member; provided however that if such letter of credit or cash deposit is provided to CCUA on behalf of more than one of its members, the letter of credit or cash deposit may, in the sole discretion of CCUA and its effected members, be required in an amount not to exceed one hundred thousand dollars (\$100,000).

The escrowed funds or letter of credit shall constitute the "Security Fund" for ensuring compliance with these Standards for the benefit of the Franchising Authority. The escrowed funds or letter of credit shall be maintained by a Cable Operator at the amount initially required, even if amounts are withdrawn pursuant to any provision of these Standards, until any claims related to the alleged Franchise violation(s) are paid in full.

2. The Franchising Authority may require the Cable Operator to increase the amount of the Security Fund, if it finds that new risk factors exist which necessitate such an increase.

3. The Security Fund shall serve as security for the payment of any penalties, fees, charges or credits as provided for herein and for the performance by a Cable Operator of all its obligations under these Customer Service Standards.

4. The rights reserved to the Franchising Authority with respect to the Security Fund are in addition to all other rights of the Franchising Authority, whether reserved by any applicable franchise agreement or authorized by law, and no action, proceeding or exercise of a right with respect to same shall in any way affect, or diminish, any other right the Franchising Authority may otherwise have.

D. Verification of Compliance

A Cable Operator shall establish its compliance with any or all of the standards required through annual reports that demonstrate said compliance, or as requested by the Franchising Authority.

E. Procedure for Remedying Violations

1. If the Franchising Authority has reason to believe that a Cable Operator has failed to comply with any of these Standards, or has failed to perform in a timely manner, the Franchising Authority may pursue the procedures in its Franchise Agreement to address violations of these Standards in a like manner as other franchise violations are considered.

2. Following the procedures set forth in any Franchise Agreement governing the manner to address alleged Franchise violations, if the Franchising Authority determines in its sole discretion that the noncompliance has been substantiated, in addition to any remedies that may be provided in the Franchise Agreement, the Franchising Authority may:

a. Impose assessments of up to one thousand dollars (\$1,000.00) per day, to be withdrawn from the Security Fund in addition to any franchise fee until the non-compliance is remedied; and/or

b. Order such rebates and credits to affected customers as in its sole discretion it deems reasonable and appropriate for degraded or unsatisfactory services that constituted noncompliance with these Standards; and/or

c. Reverse any decision of the Cable Operator in the matter and/or

d. Grant a specific solution as determined by the Franchising Authority; and/or

e. Except for in emergency situations, withhold licenses and permits for work by the Cable Operator or its subcontractors in accordance with applicable law.

V. MISCELLANEOUS

A. Severability

Should any section, subsection, paragraph, term, or provision of these Standards be determined to be illegal, invalid, or unconstitutional by any court or agency of competent jurisdiction with regard thereto, such determination shall have no effect on the validity of any other section, subsection, paragraph, term, or provision of these Standards, each of the latter of which shall remain in full force and effect.

B. Non-Waiver

Failure to enforce any provision of these Standards shall not operate as a waiver of the obligations or responsibilities of a Cable Operator under said provision, or any other provision of these Standards.

EXHIBIT B

Report Form

Comcast
Quarterly Executive Summary - Escalated Complaints
Section 7.6 (B) of our Franchise Agreement
Quarter Ending _____, Year
Town of Mead

<u>Type of Complaint</u>	<u>Number of Calls</u>
Accessibility	0
Billing, Credit and Refunds	0
Courtesy	0
Drop Bury	0
Installation	0
Notices/Easement Issues (Non-Rebuild)	0
Pedestal	0
Problem Resolution	0
Programming	0
Property Damage (Non-Rebuild)	0
Rates	0
Rebuild/Upgrade Damage	0
Rebuild/Upgrade Notices/Easement Issues	0
Reception/Signal Quality	0
Safety	0
Service and Install Appointments	0
Service Interruptions	0
Serviceability	0
<u>TOTAL</u>	0

Compliments

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TOWN OF MEAD, COLORADO**NOTICE OF PUBLIC HEARING ON APPLICATION OF COMCAST OF
COLORADO IX, LLC
FOR CABLE FRANCHISE AGREEMENT**

NOTICE is hereby given of a public hearing before the Board of Trustees of the Town of Mead, Colorado, for the purpose of considering an ordinance relating to the approval of a Cable Franchise Agreement with Comcast of Colorado IX, LLC, a Delaware limited liability company ("Applicant"). The public hearing will be conducted at the Board's regular meeting scheduled for 6:00 P.M. on April 10, 2023. The April 10th meeting will be virtual, and the link for the meeting can be obtained from the Town Clerk. The meeting link will also be posted on the Town website (<https://www.townofmead.org/>) at least 24 hours prior to the meeting.

In accordance with the provisions of Sec. 5-2-80 of the Mead Municipal Code ("MMC") and 47 U.S.C. § 546(c)(2), the Applicant shall be afforded fair opportunity for full participation at the hearing, including the right to introduce evidence and question witnesses.

Following the conclusion of the April 10, 2023 public hearing, the Board of Trustees will consider adoption of the ordinance approving the proposed Cable Franchise Agreement with Applicant.

This notice given and published by order of the Board of Trustees of the Town of Mead, Colorado.

TOWN OF MEAD, COLORADO

By: /s/ Mary E. Strutt, MMC, Town Clerk

DATE: April 3, 2023

Section a, Item i.

173

Published: Longmont Times Call April 5, 2023-1966995



Agenda Item Summary

MEETING DATE: April 10, 2023
SUBJECT: Sugar Beet Solar Planned Unit Development (PUD) Overlay/Rezoning
PRESENTED BY: Jason Bradford, AICP, Community Development Director

SUMMARY

The applicant, Sugar Beet Solar, LLC (the “Applicant”), on behalf of the property owners PK Chavez, LLC and PK Mead, LLC (the “Owners”), is requesting approval of the Sugar Beet Solar Planned Unit Development (PUD) Overlay/Zoning Map (the “PUD”) to amend the zoning for the property generally located on the Town’s western boundary, northwest of the intersection of WCR 5/WCR 34 (Welker Avenue) and adjacent to Mead Ponds, as more fully described in the PUD (the “Property”). The Property consists of approximately 203 acres in total. The majority of the Property is zoned Residential Single Family district (RSF-4), with the southeast portion of the Property zoned General Commercial (GC).

The Future Land Use Map incorporated in the Town’s Comprehensive Plan designates most of the Property as low density Large Lot Residential (LLR), with approximately 18 acres at the northwest corner of WCR 5 and WCR 34 as Commercial Mixed Use (CMU). The Comprehensive Plan also supports the development of renewable energy projects through the following goals, policies, and strategies:

Chapter Two. II *Diverse Economy*

- Strategy 2A-1. Develop a marketing strategy to promote Mead’s available commercial and industrial areas to the following industries: traditional (oil and gas) and renewable energy sectors;
- Strategy 2A-2. Update Mead’s Land Use Code for consistency with the County’s streamlined regulations for development of wind, solar and other renewable energies.

Chapter Two. VI *An Expansive Natural and Agrarian Setting*

GOAL 1: Promote the efficient management of water, energy and waste through a cohesive sustainability program that represents the values of the Mead community.

Policy 1-C: Improve energy efficiency and expand the use of renewable energy including solar power.

- Strategy 1C-1. Work with United Power and Xcel Energy to develop and promote programs and codes that encourage energy efficiency and access to renewable energy.
- Strategy 1C-2. Update the Land Use Code to streamline the permitting process for the development of renewable energy projects, similar to Weld County’s recently updated regulations.
- Strategy 1C-3. Work towards the integration of renewable energy components into town projects that are supported with public funds.
- Strategy 1C-5. Develop a working partnership with the High School’s Energy Academy and utility companies to examine programs and initiatives to improve energy efficiency in

Mead, and increase the use of renewable energy and investigate opportunities for pilot programs (e.g., micro-grid).

The Applicant is requesting approval of the PUD to permit development of a photovoltaic solar production facility with a life span of 40 years. The project will include PV solar arrays, an underground collection system, a substation, battery energy storage system, a segment of transmission line and other appurtenant equipment. The PUD also includes a community park, and trails. The proposed Sugar Beet Solar project would provide 40 MW of solar generation and 25 MW of storage.

OVERVIEW

Generally, planned unit developments (“PUDs”) are permitted under Colorado’s Colorado Planned Unit Development Act of 1972, C.R.S. §§ 24-67-101 *et seq*, when approved pursuant to a local ordinance or resolution that meets statutory criteria. The intent behind PUDs is to allow for flexibility in zoning regulations and a mix of uses. A property owner is entitled to develop in accordance with applicable zoning and land use regulations, so in exchange for permitting flexibility accorded by approval of a PUD, a local government may require additional common open space pursuant to Sec. C.R.S. § 24-67-105, or a higher quality of development, amenities, or something the community would not otherwise get, as permitted in the local ordinance regarding PUDs. The Mead Municipal Code (“MMC”) authorizes PUDs and outlines applicable standards in MMC Sections 16-2-120 and 16-3-30, described with more particularity below.

The PUD submitted by Applicant proposes to retain the current RSF-4 and GC zoning as underlying zoning districts for the Property and the PUD overlay zone district permits a solar array installation, onsite substation, and associated battery storage. The PUD includes a significant expansion of the Mead Ponds Park and a trail system that will connect to the future regional trails network, as identified in the 2018 Comprehensive Plan. The trail to the north would connect to Highland Lake and the trail to the south would connect ultimately to the St. Vrain Creek trail and, in cooperation with the City of Longmont, Union Reservoir Park.

Community Development staff is proposing **conditional approval** of the PUD. In addition to standard conditions of approval, staff recommends approval subject to certain conditions that have been prepared to assist the Board of Trustees with making a determination that the PUD: (1) represents an improvement over the otherwise applicable development standards of the Town, and (2) satisfies the Town’s open space/park requirements. Staff’s recommended conditions are set forth in **Exhibit 3** of the Ordinance conditionally approving the PUD (the “Approval Conditions”), and include the following:

- Project limited to 40 years in duration;
- Project approval process by minor subdivision plat and administrative site plan
- Public dedication requirements, including CR 34 and CR 5 right of way and open space dedications in conformance with MMC provisions;
- Noise study and mitigation requirements;
- Decommissioning requirements; and
- Open space/park requirements; and
- Landscaping requirements.

As set forth in the Ordinance, Staff is recommending that the Approval Conditions be fully incorporated into the PUD in a form acceptable to the Community Development Director and Town Attorney prior to recording the PUD in the real property records of Weld County (“Records”) or, alternatively, that the Applicant finalize and execute a development agreement in a form acceptable to the Community Development Director and Town Attorney (“Development Agreement”) which memorializes all of the Approval Conditions. If the Applicant prefers to finalize and execute a

Development Agreement (in lieu of incorporating all Approval Conditions) in the PUD, the Development Agreement would be recorded in the Records concurrently with recordation of the PUD.

BACKGROUND INFORMATION

As set forth above, the Property is comprised of approximately 203 acres. Properties located in the vicinity of the Property are predominantly rural residential and agricultural with residences. The west property boundary is adjacent to the Longs Peak Substation, owned by the Platte River Power Authority (PRPA). The Maverick Solar Farm, a United Power facility, is located to the south. A high transmission power line is located along the west and northern portions of the Property. Both the Supply Ditch and the Mead Lateral Ditch traverse the Property. Mead Ponds and the Town's new Public Works facility are directly adjacent to the Property.

Applicant held a neighborhood/community meeting on Wednesday, November 2, 2022, at the Mead Town Hall. Approximately 30 people attended the open house style meeting that lasted approximately two (2) hours. Citizens had an opportunity to ask questions and have an open dialogue with the Applicant.

A joint notice of the November 16, 2022, Planning Commission hearing and the Board of Trustees hearing originally scheduled for December 12, 2022, was published at least 15 days prior to the public hearings, in accordance with the requirements of Section 16-3-160 of the MMC.

The Planning Commission opened a public hearing regarding the PUD at its November 16, 2022 regular meeting. At the November 16th meeting, the Planning Commission determined that additional information was needed in order to make a recommendation to the Board of Trustees and continued the hearing to December 14, 2022. The Planning Commission asked for additional information related to the feasibility of developing the Property for the currently zoned uses (residential and commercial). The Commission also asked for an analysis of the financial benefits for the Town related development of the Property for the proposed photovoltaic solar production facility compared to development under the existing zoning (residential and commercial).

The Planning Commission re-opened the public hearing on December 14, 2022. At the December 14th hearing, the Planning Commission considered the additional information provided by Town Staff and the Applicant, including a financial analysis provided by the Applicant and the professional credentials of those who prepared that report; an email from a DOLA representative regarding the State of Colorado's policies regarding the taxation of solar properties; a letter from the Property Owner's legal representative, Richard LiPuma; an ALTA survey of the Property demonstrating the location of various easements and other encumbrances on the Property; and an estimate of existing residential lots in the Town of Mead that are available for construction and in the entitlement process, as well as a Staff estimate of the absorption rate for those lots. At the December 14th meeting, the Planning Commission determined that the PUD did not meet the criteria for a zoning map amendment and recommended denial of the PUD to the Board of Trustees. The Planning Commission also recommended that the Board consider imposing a six (6) month moratorium on all solar energy production facilities to provide Staff time to research this land use and propose regulations for the Town.

A Board of Trustees public hearing on the PUD was originally scheduled for December 12, 2022. However, due to the continuation of the Planning Commission meeting, this Board of Trustees public hearing was opened and continued to January 9, 2023. The January 9, 2023 public hearing was re-opened and continued until January 30, 2023, as requested by the Applicant. The January 30, 2023 meeting was re-opened and continued until April 10, 2023 because the Owners filed an amended

petition for disconnection (seeking to remove all of the Property from Mead's municipal boundaries) with the Weld County District Court on January 27, 2023.

During the past two months, Town staff has been working in good faith with the Applicant to finalize the Approval Conditions which, if approved by the Board, will be fully incorporated into the PUD or be incorporated into a Development Agreement between the Town and Applicant.

The Board of Trustees is encouraged to review the Approval Conditions in detail, and to provide direction to Staff regarding whether the Approval Conditions should be modified or if additional conditions should be added.

As set forth above, the Approval Conditions (as set forth in **Exhibit 3** of the Ordinance) have been prepared to assist the Board of Trustees with making a determination that the PUD: (1) represents an improvement over the otherwise applicable development standards of the Town, and (2) satisfies the Town's open space/park requirements.

Community Development staff supports approval of the PUD, with conditions.

REVIEW CRITERIA

CRITERIA FOR AMENDMENTS TO THE OFFICIAL ZONING MAP

Zoning amendments may occur when a property owner requests to change the zoning of a property from one designation to another. Per MMC Section 16-3-160(e) *Criteria for amendments to the official zoning map*, the following criteria are used to review a zoning amendment application, and only one must be satisfied:

1. To correct a manifest error in an ordinance establishing the zoning for a specific property; or
2. To rezone an area or extend the boundary of an existing district because of changed or changing conditions in a particular area or in the Town generally; or
3. The land to be rezoned was zoned in error and as presently zoned is inconsistent with the policies and goals of the Comprehensive Plan; or
4. The proposed rezoning is necessary to provide land for a community-related use that was not anticipated at the time of the adoption of the Comprehensive Plan, and the rezoning will be consistent with the policies and goals of the Comprehensive Plan; or
5. The area requested for rezoning has changed or is changing to such a degree that it is in the public interest to encourage development or redevelopment of the area; or
6. A rezoning to Planned Unit Development overlay district is requested to encourage innovative and creative design and to promote a mix of land uses in the development.

REQUIREMENTS FOR ESTABLISHMENT OF A PLANNED UNIT DEVELOPMENT OVERLAY

The planned unit development overlay district is intended to encourage innovative land planning and site design concepts that implement and are consistent with the Town of Mead Comprehensive Plan. Per Section 16-3-30 (a) (4) a. *PUD (Planned Unit Development)*, the following are requirements of a PUD application:

1. Developer's statement of intent. Each concept plan application shall contain a statement by the applicant describing how the proposed development departs from the otherwise applicable standards of this land use code, and how the proposed development and mixed uses, on balance, is an improvement over what would be required under otherwise applicable standards.
2. Review and approval procedures. PUDs shall be reviewed and approved in accordance with the procedures in this code.
3. Use regulations. The Board of Trustees shall determine the types of uses allowed within a PUD at the time of concept plan approval. Only uses that are consistent with the Town of Mead

- Comprehensive Plan, pursuant to C.R.S. § 24-67-105, may be allowed within a PUD, and should generally be limited to uses allowed in the underlying zoning district.
4. Development intensity. The total number of dwelling units and level of nonresidential development allowed within a PUD shall comply with the Town of Mead Comprehensive Plan, pursuant to C.R.S. § 24-67-105, and shall not exceed the level that can be adequately served by public facilities. To provide information on the capacity of streets and other facilities serving a PUD, the Town Manager may require the applicant to conduct a traffic impact study or other infrastructure capacity analysis to provide information on the development's expected impacts on existing and planned facilities.
 5. Other standards. Otherwise, applicable standards of this code, may be modified by the Board of Trustees as part of the approval of a PUD if consistent with the Comprehensive Plan and if the development is found to be an improvement over what would be required under otherwise applicable standards.

STAFF REVIEW AND ANALYSIS

Staff has reviewed the PUD and finds the PUD to be in compliance with the review criteria and requirements for a PUD zoning amendment application as set forth in Section 16-3-30 (a) (4) a. *PUD (Planned Unit Development)*, as outlined below. Staff further finds that the proposed PUD addresses the following criteria for rezoning, as set forth in Section 16-3-160(e) *Criteria for amendments to the official zoning map*.

CRITERIA FOR AMENDMENTS TO THE OFFICIAL ZONING MAP

Section 16-3-160(e)6.

Criterion No. 6 (to support an amendment to the Town's Official Zoning Map) applies to this PUD application. The PUD proposes to retain the current mixed-use zoning of RSF-4 and GC, and will permit the installation of the solar project, a commercial element on the corner of CR 5 and CR 34, an expanded Mead Ponds park, and trails. Specifically, and as set forth in the Approval Conditions, the Applicant will be required to include a final park, open space, and trails plan, including detailed programming and design for same, as a component of the Administrative Site Plan. In addition, the Applicant will pay for design and construction of all parks, open space, and trails identified in the Administrative Site Plan. The Applicant's completion of the improvements to be detailed in the parks and open space plan, together with establishing a funding mechanism to assist the Town with maintaining same, supports a finding that the PUD will promote a mix of land uses in the development.

No. 6. *A rezoning to Planned Unit Development overlay district is requested to encourage innovative and creative design and to promote a mix of land uses in the development.*

REQUIREMENTS FOR A PUD ZONING AMENDMENT APPLICATION

Section 16-3-30 (a) (4) a.

Per Section 16-3-30 (a) (4) a. *PUD (Planned Unit Development)*, the following are requirements of a PUD application. Each requirement is followed by staff's analysis.

1. **Developer's statement of intent. Each concept plan application shall contain a statement by the applicant describing how the proposed development departs from the otherwise applicable standards of this land use code, and how the proposed development and mixed uses, on balance, is an improvement over what would be required under otherwise applicable standards.**

The proposed photovoltaic solar production facility would typically be located on an industrial zoned property. The proposed PUD does provide for significantly more open space and landscape buffers

than would be required in an industrial zone district, and the proposed Approval Conditions memorializes these and other requirements that render the PUD an improvement over otherwise-applicable standards. These improvements are explained with more particularity under criterion 5 below.

2. Review and approval procedures. PUDs shall be reviewed and approved in accordance with the procedures in this code.

The PUD application has been reviewed in accordance with the procedures in the MMC.

3. Use regulations. The Board of Trustees shall determine the types of uses allowed within a PUD at the time of concept plan approval. Only uses that are consistent with the Town of Mead Comprehensive Plan, pursuant to Section 24-67-105, C.R.S., may be allowed within a PUD, and should generally be limited to uses allowed in the underlying zoning district.

The proposed land use (a photovoltaic solar production facility) is not listed in the Table of Uses. The Comprehensive Plan anticipates the development of regulations for similar uses; however, those regulations have not yet been established. The safeguards incorporated in the Approval Conditions ensure that the PUD will be consistent with the underlying zoning, including a decommissioning plan to return the Property to the underlying zoning after 40 years, open space and buffer requirements, and noise mitigation. Although the underlying zoning and land use designations on the 2018 Comprehensive Plan Land Use Map are residential and commercial, the Comprehensive Plan does support the development of renewable energy. Specifically, the PUD is consistent with the following goals/policies/strategies:

Chapter Two. II Diverse Economy

- Strategy 2A-2. Update Mead's Land Use Code for consistency with the County's streamlined regulations for development of wind, solar and other renewable energies.

Chapter Two. VI An Expansive Natural and Agrarian Setting

GOAL 1: Promote the efficient management of water, energy and waste through a cohesive sustainability program that represents the values of the Mead community.

Policy 1-C: Improve energy efficiency and expand the use of renewable energy including solar power.

- Strategy 1C-1. Work with United Power and Xcel Energy to develop and promote programs and codes that encourage energy efficiency and access to renewable energy.
- Strategy 1C-5. Develop a working partnership with the High School's Energy Academy and utility companies to examine programs and initiatives to improve energy efficiency in Mead, and increase the use of renewable energy and investigate opportunities for pilot programs (e.g., micro-grid).

The Applicant will work together with the SVVSD Energy Academy at the Mead High School throughout the development of the project, affording them the opportunity to have "real-life" onsite experience. The PUD will promote energy efficiency and expand the use of renewable energy. The project would provide renewable energy that would provide additional stability to the regional electric grid. This energy may, potentially, be sold to United Power, which would increase the sustainable sources of energy for the benefit of the citizens of Mead.

4. Development intensity. The total number of dwelling units and level of nonresidential development allowed within a PUD shall comply with the Town of Mead Comprehensive Plan, pursuant to Section 24-67-105, C.R.S., and shall not exceed the level that can be adequately served by public facilities. To provide information on the capacity of streets and other facilities serving a PUD, the Town Manager may require the applicant to conduct a

traffic impact study or other infrastructure capacity analysis to provide information on the development's expected impacts on existing and planned facilities.

The proposed use would require minimal public services.

- 5. Other standards. Otherwise, applicable standards of this code, may be modified by the Board of Trustees as part of the approval of a PUD if consistent with the Comprehensive Plan and if the development is found to be an improvement over what would be required under otherwise applicable standards.**

Subject to the Board's review and approval of the Approval Conditions (set forth in **Exhibit 3** of the Ordinance), it is Staff's position that the development will be a benefit to the Town of Mead. The minimal visual impact of the development will be lessened with setbacks and landscaping requirements. RSF-4 zoning requires dedication of 15% open space, but the PUD includes dedication of 20% open space for areas with underlying RSF-4 zoning. Although the building and impact fees for the project are less at the outset than residential homes, the tax benefits over time, in addition to the limited need for services from the Town, will make a sizeable financial contribution to the Town and the Districts that serve the Town over time. See *Selected Fiscal Implications to the Town of Mead, Colorado*. At the end of the life of the solar project, when decommissioning has been completed, the Property will be available, once again, to develop in accordance with the originally anticipated residential and commercial uses under the current zoning.

The project would provide immediate benefits to the Town on a parcel of land that has been undeveloped for many years. The Property Owners have tried through the years to attract a residential and/or commercial developer without success. The Property Owners' counsel has represented that the numerous encumbrances that exist on the land (such as the two ditches and various easements) have created difficulties for residential developers (see letter from the landowner's representative and an ALTA survey attached). This Property is marginalized for residential development as a result of the encumbrances and may best be suited for alternatives.

Although the acreage of property in the Town available for residential development will be reduced during the life of the project, an analysis of existing and pending projected residential development within the Town limits reveals that extensive acreage for lots is already available for years to come. See Table in Attachment 1 entitled *Town of Mead Development Status and Projected Buildout* that shows the status of existing and proposed residential developments by project, that are either:

- Approved/Under Construction;
- Entitled (Haven't Started Construction);
- Under review;
- Pre-applications;
- Projects that have been reviewed but are not active.

The Table provides a projected buildout of the lots based on three scenarios: low (150 building permits/year), medium (250 building permits/year) and high absorption (350 building permits/year). Due to the abundance of already available land for residential development in the Town and the alleged disadvantages to residential development on the Property, the PUD presents a feasible project for use of the Property and likely earlier development than would otherwise occur, providing the Town with the benefits of supporting renewable energy and expanded parks and trails.

The power generated from the project, as of the date of the drafting of this AIS, may not immediately serve the Town of Mead, but it does serve surrounding communities (Longmont, Loveland, Ft. Collins and Estes Park) and does provide stability to the local electrical grid. United Power serves the electricity for the Town of Mead and once their commitments with Tri-State end in 2024, there may be the potential

for some of the solar power that would be generated on the Property, to be purchased by United Power, which would serve the residents of Mead.

In addition, no roadway improvements would be required for the proposed solar development. However, the Town will acquire the additional needed right-of-way dedications at the time of a plat. Also, the proposed solar project would also require significantly fewer Town services than the services that would be required by the underlying residential use. The Applicant is proposing an approximately 12-acre expansion and development of the Mead Ponds Park, the dedication of an 8-acre open space parcel to the Town, and a 1.6-mile trail system.

FINANCIAL CONSIDERATIONS

The Applicant has provided a fiscal analysis entitled *Selected Fiscal Implications to the Town of Mead, Colorado, Revised October 2022*.

STAFF RECOMMENDATION/ACTION REQUIRED

The actions available to the Board of Trustees are to approve the PUD, approve the PUD with conditions, deny the PUD, or continue the public hearing to a future date certain. Staff recommends that the Board of Trustees approve the application **with conditions**, as drafted in the attached draft ordinance.

Staff has determined that the PUD satisfies the required criteria. While the proposed PUD zoning does not match the Future Land Use Map of the Comprehensive Plan, the PUD is consistent with the Comprehensive Plan in supporting the development of renewable energy and the goals and policies outlined above.

In addition, subjecting the PUD to the Approval Conditions set forth in **Exhibit 3** of the Ordinance will provide an improvement over what is otherwise required under current zoning and development standards, and ensure that the open space and parks plan for the Property complies with C.R.S. § 24-67-105 and MMC Section 16-2-120.

Suggested Motion:

APPROVAL WITH CONDITIONS OPTION: Should the Board of Trustees decide to approve the PUD with conditions, the following motion is suggested:

“I MOVE TO APPROVE ORDINANCE NO. 1030, AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF MEAD, COLORADO, APPROVING WITH CONDITIONS THE SUGAR BEET SOLAR PLANNED UNIT DEVELOPMENT (PUD) OVERLAY / ZONING MAP AMENDMENT, BASED ON A FINDING THAT THE REVIEW CRITERIA SET FORTH IN SECTION 16-3-160 AND 16-3-30 OF THE MEAD MUNICIPAL CODE HAVE BEEN ADEQUATELY SATISFIED, AS DETAILED IN THE *AGENDA ITEM SUMMARY* PREPARED FOR THE APRIL 10, 2023 CONTINUED PUBLIC HEARING, AND SUBJECT TO THE SPECIFIC CONDITIONS OF APPROVAL SET FORTH THE ORDINANCE.”

DENIAL OPTION: Should the Board of Trustees decide to deny the PUD, the following motion is suggested:

“I MOVE TO APPROVE ORDINANCE NO. 1031 AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF MEAD, COLORADO, DENYING THE SUGAR BEET SOLAR PLANNED UNIT DEVELOPMENT (PUD) OVERLAY/ZONING MAP BASED ON A FINDING

THAT THE REVIEW CRITERIA SET FORTH IN SECTION 16-3-30 AND 16-3-160 OF THE MEAD MUNICIPAL CODE HAVE NOT BEEN SATISFIED.”

OPTION TO CONSIDER ESTABLISHMENT OF SIX-MONTH MORATORIUM:

To consider the establishment of a moratorium for renewable energy-related development applications (including but not limited to solar energy farms, wind farms, biomass facilities or similar land uses), in order to conduct a study and formulate recommendations relating to land use regulation of renewable energy uses, the following motion is recommended:

“I MOVE TO INSTRUCT TOWN STAFF AND THE TOWN ATTORNEY’S OFFICE TO PREPARE A DRAFT ORDINANCE ESTABLISHING THE IMPOSITION OF A TEMPORARY MORATORIUM ON DEVELOPMENT OF RENEWABLE ENERGY-RELATED FACILITIES FOR AN INITIAL PERIOD OF SIX (6) MONTHS FROM THE EFFECTIVE DATE OF THE MORATORIUM IN ORDER TO PERMIT TOWN STAFF REASONABLE TIME TO CONDUCT A COMPREHENSIVE STUDY OF THE APPROPRIATE ZONING REGULATIONS, DEVELOPMENT REGULATIONS AND CONDITIONAL USE STANDARDS FOR RENEWABLE ENERGY FACILITIES BASED ON IMPACT OF THE USE ON THE COMMUNITY AND SURROUNDING AREAS;

I FURTHER MOVE THAT THE DRAFT ORDINANCE ESTABLISHING THE MORATORIUM BE BROUGHT BEFORE THE BOARD OF TRUSTEES AT A FUTURE REGULAR OR SPECIAL MEETING FOR CONSIDERATION.”

ATTACHMENTS

Attachment 1:	PC Resolution No. 12-PC-2022, recommending denial of PUD (without exhibits)
Attachment 2:	Ordinance No. 1030 to Approve with Conditions the Sugar Beet Solar Planned Unit Development (PUD), including Approval Conditions at Exhibit 3.
Attachment 3:	Sugar Beet Solar Planned Unit Development (PUD) and Zoning Map
Attachment 4:	Applicant’s Letter of Intent
Attachment 5:	Applicant’s BOT Presentation
Attachment 6:	Letter from owner’s representative, Richard T. LiPuma, dated Oct. 20, 2022
Attachment 7:	Letter from owner’s representative, Richard T. LiPuma, dated Nov. 17, 2022
Attachment 8:	ALTA survey of Property
Attachment 9:	Applicant’s financial analysis of solar use (<i>Selected Fiscal Implications to the Town of Mead, Colorado, Revised October 2022</i>)
Attachment 10:	Credentials of Applicant’s financial analysts
Attachment 11:	Email from DOLA representative re: CO State taxation of solar properties
Attachment 12:	Residential Lot Status and Projected Lot Absorption spreadsheet
Attachment 13:	Letter of Support – United Power
Attachment 14:	Letter of Support – Mead H.S. Energy Academy
Attachment 15:	Letter of Support – Pauli Driver-Smith
Attachment 16:	Letter of Opposition – Highland Ditch Company
Attachment 17:	Letter of Opposition – Supply Ditch Company
Attachment 18:	Draft Ordinance No. 1031 to Deny the Sugar Beet Solar PUD

**TOWN OF MEAD, COLORADO
PLANNING COMMISSION
RESOLUTION NO. 12-PC-2022**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE TOWN OF
MEAD, COLORADO RECOMMENDING DENIAL OF THE SUGAR BEET
SOLAR PLANNED UNIT DEVELOPMENT (PUD) OVERLAY/ZONING MAP**

WHEREAS, in accordance with Section 16-3-160 of the Mead Municipal Code (“MMC”), Sugar Beet Solar, LLC (the “Applicant”) submitted an application to amend the official Town zoning map and rezone certain real property consisting of approximately 202.794 acres more or less, as legally described in **Exhibit 1** attached hereto (the “Property”); and

WHEREAS, the Applicant is the authorized representative of PK Chavez, LLC, and PK Mead, LLC, the fee owners of the Property (“Owners”); and

WHEREAS, the Property is currently zoned Residential Single Family (RSF-4) and General Commercial (GC); and

WHEREAS, the Applicant is proposing to rezone the Property to Residential Single Family (RSF-4) and General Commercial (GC) with a Planned Unit Development (PUD) Overlay, as shown on the Sugar Beet Solar Planned Unit Development (PUD) Overlay/Zoning Map attached hereto as **Exhibit 1** (“PUD”); and

WHEREAS, in accordance with Sections 16-3-160 of the MMC, the Planning Commission held a duly noticed public hearing on November 16, 2022, to review and consider the proposed PUD; and

WHEREAS, the Planning Commission continued the public hearing to a date certain of December 14, 2022, in order to review additional information; and

WHEREAS, the Planning Commission has reviewed the PUD, and other materials distributed to the Planning Commission by Town Staff at or prior to the November 16, 2022 and the December 14, 2022 meetings, and desires to recommend denial of the PUD to the Board of Trustees.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the Town of Mead, Colorado, that:

Section 1. The above recitals are incorporated herein as findings of the Planning Commission.

Section 2. The Planning Commission finds that the public hearing on the proposed PUD was conducted in accordance with Section 16-3-160 of the MMC.

Section 3. The Planning Commission recommends denial of the PUD based on a determination that the applicable standards set forth in MMC Section 16-3-30 have not been satisfied, and/or the PUD does not meet the criteria for amendments to the Town official zoning map pursuant to MMC Section 16-3-160(e), as follows:

- The PUD does not encourage innovative and creative design or promote a mix of land uses in the development.
- The PUD is not consistent with the Town Comprehensive Plan.

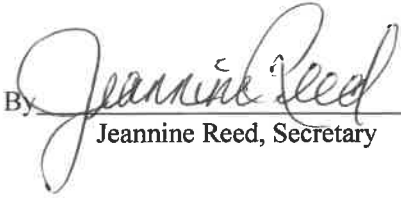
- The Applicant has not provided a compelling case that the area requested for rezoning has changed or is changing to such a degree that it is in the public interest to encourage development or redevelopment of the area.
- The proposed development and mixed uses, on balance, are not an improvement over what would be required under otherwise applicable standards.

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

INTRODUCED, READ, PASSED AND ADOPTED THIS 14th DAY OF DECEMBER, 2022.

ATTEST:

**TOWN OF MEAD PLANNING
COMMISSION**

By 
Jeannine Reed, Secretary



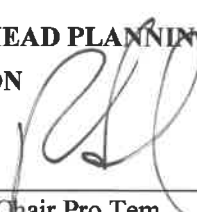

Chair/Chair Pro Tem

Exhibit 1
SUGAR BEET SOLAR PLANNED UNIT DEVELOPMENT (P.U.D.) OVERLAY/ZONING
MAP

[Attached.]

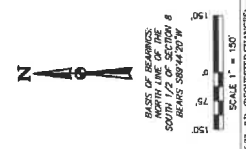
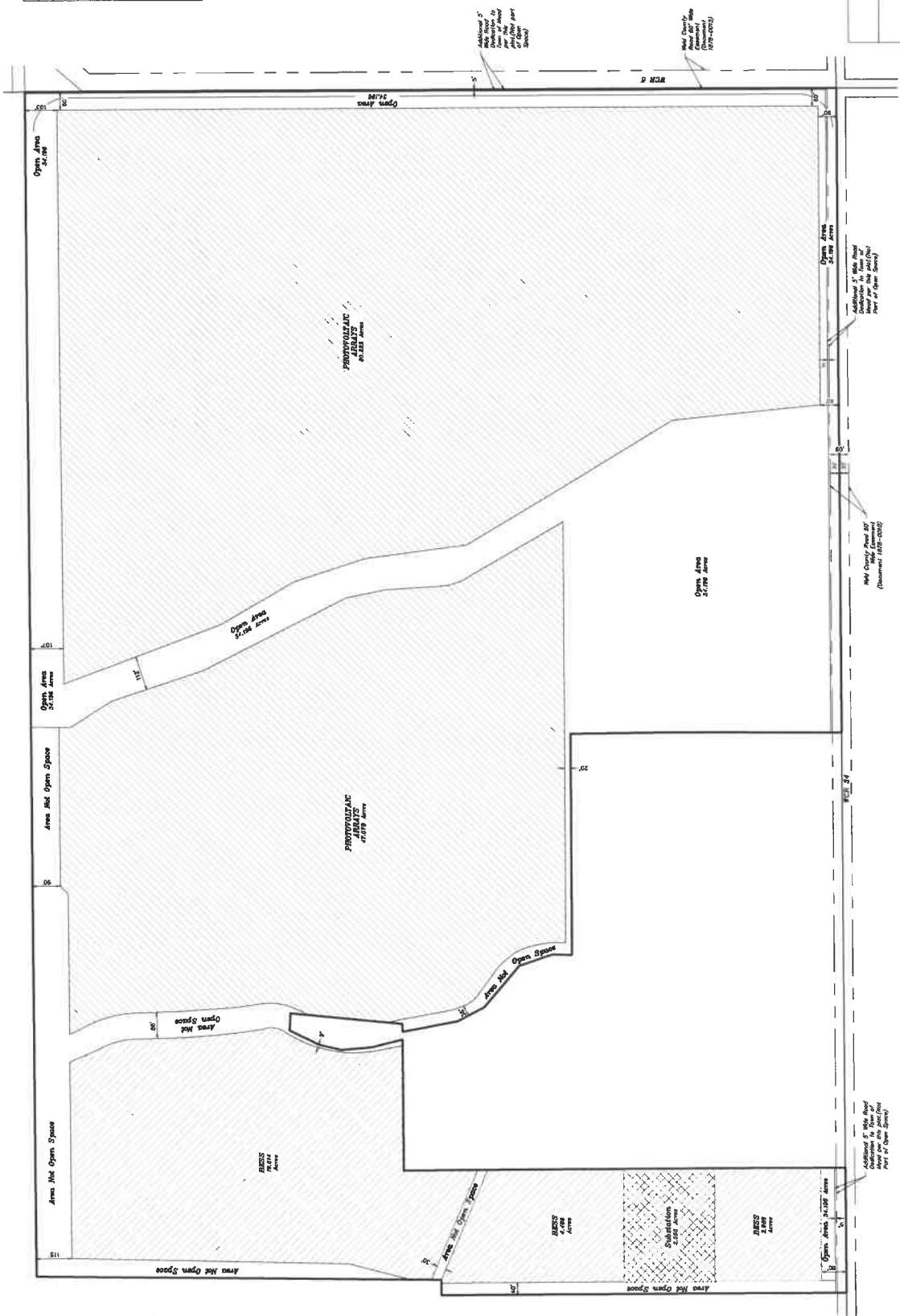
TWO TRACTS (202.794 ACRES) OF LAND LOCATED IN THE SOUTH 1/2 OF SECTION 8, TOWNSHIP 3 NORTH, RANGE 68 WEST, 6TH P.M., TOWN OF MEAD, WELD COUNTY, COLORADO



SUGAR BEET SOLAR PLANNED UNIT DEVELOPMENT (P.U.D.) OVERLAY/ZONING MAP

TWO TRACTS (202.794 ACRES) OF LAND LOCATED IN THE SOUTH 1/2 OF SECTION 8, TOWNSHIP 3 NORTH, RANGE 68 WEST, 6TH P.M., TOWN OF MEAD, WELD COUNTY, COLORADO

LAND USE SUMMARY		TOTALS (Acres)
GROSS AREA		202.794
EXISTING ROW (WCA J4)		1.742
NEWLY DEDICATED ROW		0.601
NET AREA		200.451
Photovoltaic Arrays		127.330
ESS (Battery Energy Storage System)		27.066
Substation		2.335
OPEN AREA		94.136
AREA NOT OPEN SPACE		9.728
% OPEN AREA / GROSS AREA		15.9



SUGAR BEET SOLAR

PORTIONS OF SOUTH 1/2 OF SECTION 8, T3N, 36W, 68E P.M., TOWN OF MEAD, WELD COUNTY, COLORADO

REVISIONS BY: [blank] DATE: [blank] BY: [blank] DATE: [blank]

SCALE: 1" = 150'

DATE: [blank]

UPLS, LLC

Corporate Office: 85 South 200 East
Vernal, UT 84078 • (435) 785-1017

UPLS, LLC

PLANNED UNIT DEVELOPMENT

**TOWN OF MEAD, COLORADO
ORDINANCE NO. 1030**

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF MEAD,
COLORADO APPROVING WITH CONDITIONS THE SUGAR BEET SOLAR
PLANNED UNIT DEVELOPMENT (PUD) OVERLAY/ZONING MAP
AMENDMENT**

WHEREAS, the Town has enacted certain ordinances pursuant to its authority to authorize planned unit developments in accordance with the Planned Unit Development Act of 1972, C.R.S. §§ 24-67-101 *et seq.*; and

WHEREAS, in accordance with C.R.S. § 24-67-105(7), Section 16-3-30(a)(4) of the *Mead Municipal Code* (“MMC”) sets forth that the Board of Trustees may modify otherwise applicable standards of the MMC if a planned unit development is found to be an improvement over what would be required under otherwise applicable standards (collectively, the “Improvement Standards”); and

WHEREAS, in accordance with C.R.S. § 24-67-105(6), Section 16-2-120(d)(3) of the MMC sets forth the standards for inclusion of common open space within a planned unit development (“Open Space Requirements”); and

WHEREAS, in accordance with Section 16-3-160 of the MMC, Sugar Beet Solar, LLC (the “Applicant”) submitted an application to amend the official Town zoning map to rezone as a planned unit development overlay certain real property consisting of approximately 202.794 acres more or less, as legally described in **Exhibit 1** attached hereto (the “Property”); and

WHEREAS, the Applicant is the authorized representative of PK Chavez, LLC, and PK Mead, LLC, the fee owners of the Property (“Owners”); and

WHEREAS, the Property is currently zoned Residential Single Family (RSF-4) and General Commercial (GC); and

WHEREAS, the Applicant is proposing to rezone the Property to Residential Single Family (RSF-4) and General Commercial (GC), with a Planned Unit Development (PUD) Overlay, as shown on the Sugar Beet Solar Planned Unit Development (PUD) Overlay/Zoning Map attached hereto as **Exhibit 2** (“PUD”); and

WHEREAS, the Town’s Community Development staff is proposing certain conditions related to the approval of the PUD in order to ensure that the Board may find that the PUD: (1) represents an improvement over the Improvement Standards, and (2) satisfies the Open Space Requirements; and

WHEREAS, Town staff’s recommended conditions of approval are set forth in **Exhibit 3** of this Ordinance (the “Approval Conditions”); and

WHEREAS, the Agenda Item Summary prepared for the April 10, 2023 continued public hearing recommends that the Board of Trustees conditionally approve the PUD, subject to the Town’s standard conditions of approval and the Board’s imposition of the Approval Conditions; and

WHEREAS, in accordance with Sections 16-3-160 of the MMC, the Planning Commission held a duly noticed public hearing on November 16, 2022, to review and consider the proposed PUD, which public hearing was continued to December 14, 2022; and

WHEREAS, following the conclusion of the Planning Commission hearing on December 14, 2022, the Planning Commission adopted Resolution 12-PC-2022, recommending denial of the PUD to the Board of Trustees; and

WHEREAS, the Board of Trustees opened a duly-noticed public hearing regarding the proposed PUD on December 12, 2022 and continued said public hearing to January 9, 2023, which public hearing was continued to January 30, 2023, and then subsequently continued to April 10, 2023 (at 6:00 p.m. at Town Hall), following the Town being advised that Owners had filed an amended petition for disconnection of the Property from the corporate boundaries of the Town with the Weld County District Court on or about January 27, 2023; and

WHEREAS, the administrative record for this matter includes, but is not limited to, the Town of Mead Land Use Code (including subdivision and zoning amendment regulations), the Town of Mead Comprehensive Plan, all other applicable ordinances, resolutions and regulations, the staff files and reports of the Community Development Director and Town Engineer related to the PUD, any and all submittals by the Applicant and members of the public, and the audio recordings and minutes of both the Planning Commission and Board of Trustee meetings at which this application was considered; and

WHEREAS, the Board of Trustees has reviewed the Approval Conditions and finds that the application of the Approval Conditions is necessary in order to ensure that: (1) the PUD represents an improvement over the Improvement Standards, and (2) the PUD satisfies the Open Space Requirements; and

WHEREAS, the Board of Trustees has determined that the PUD satisfies at least one of the review criteria applicable to amendments to the Town's official zoning map set forth in Section 16-3-160(e) of the MMC, and the MMC criteria applicable to the PUD, and desires to approve the PUD, subject to the conditions set forth below.

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

Section 1. The above recitals are incorporated herein as findings of the Board of Trustees.

Section 2. The Board finds that the public hearing on the proposed PUD was conducted in accordance with Section 16-3-160 of the MMC.

Section 3. The Board of Trustees approves the PUD, in substantially the form attached hereto as **Exhibit 2**, based on a determination that the applicable standards set forth in MMC Sections 16-3-30 and 16-3-160(e) have been satisfied, and subject to the following conditions of approval:

- (a) The Applicant/Owners shall pay all fees and costs incurred by the Town and its consultants, including without limitation legal fees and costs, for review and processing of the PUD application within forty-five (45) days of receiving an invoice from the Town. The Applicant/Owners shall pay all such fees and costs prior to the Town recording the PUD in the Weld County real property records ("Records").
- (b) The Applicant/Owner shall resolve and correct any technical issues as directed by Town staff prior to the recording of the PUD in the Records.
- (c) The Approval Conditions in the form attached hereto as **Exhibit 3** shall be fully incorporated into the PUD in a form acceptable to the Community Development Director and Town Attorney prior to recording the PUD in the Records or, alternatively, the Applicant/Owners shall finalize and execute a development

agreement in a form acceptable to the Community Development Director and Town Attorney (“Development Agreement”) which memorializes all of the Approval Conditions, which fully executed Development Agreement shall be recorded in the Records together with the PUD.

Section 4. Execution of Certificate of Approval of Board of Trustees. The Mayor and Town Clerk shall be authorized to execute the “CERTIFICATE OF APPROVAL BY THE BOARD OF TRUSTEES” appearing on the PUD following the date on which all conditions set forth in Section 3 of this Ordinance above have been satisfied.

Section 5. Authority to Execute Development Agreement. The Town Attorney, in consultation with the Community Development Director and Town Manager, shall be authorized to finalize the Development Agreement contemplated in Section 3(c) of this Ordinance above and shall also be authorized to make non-material formatting changes to the Development Agreement, as may be necessary prior to execution. The Town Attorney shall not be authorized to alter or modify the Approval Conditions set forth in **Exhibit 3** unless such alterations or modifications have been reviewed and approved by the Board of Trustees at a public meeting of the Board. The Mayor, Mayor Pro Tem, or Town Manager shall be authorized to execute the Development Agreement on behalf of the Town when in final form.

Section 6. Effective Date. This Ordinance shall be published and become effective as provided by law.

Section 7. Severability. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the ordinance. The Board of Trustees hereby declares that it would have passed the ordinance including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more part, section, subsection, sentence, clause or phrase is declared invalid.

Section 8. Repealer. All ordinances or resolutions, or parts thereof, in conflict with this ordinance are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such ordinance nor revive any ordinance thereby.

Section 9. Certification. The Town Clerk shall certify to the passage of this Ordinance and make not less than one copy of the adopted Code available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 10TH DAY OF APRIL 2023.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

Exhibit 1
PROPERTY LEGAL DESCRIPTION

[Attached.]

Exhibit 2
SUGAR BEET SOLAR PLANNED UNIT DEVELOPMENT (P.U.D.) OVERLAY/ZONING
MAP

[Attached.]

Exhibit 3
APPROVAL CONDITIONS
[recommended by Town Staff]

[Attached.]

Proposed Conditions of Approval (Sugar Beet Solar PUD Overlay)

Developer = Sugar Beet Solar, LLC, a subsidiary of Enyo Power Partners, LLC, a Delaware limited liability company ("Developer" or "Enyo").

- Approved length/term of Project. Add language to PUD to clarify that the operational life of solar project ("Project") limited to forty (40) years from the date the Project first generates electricity ("Commencement Date").
- Clarify Project approval process. Add language to PUD to clarify the process for solar project approval by Town (post conditional approval of the PUD), including:
 - Minor Subdivision Plat review under *Mead Municipal Code* ("MMC") Sec. 16-4-40(b)(2). Minor Subdivision Plat requires Planning Commission recommendation and Board of Trustees review/approval, both at public hearings.
 - Administrative Site Plan submittal under MMC Sec. 16-4-100. Requires Staff approval, followed by ratification by the Board of Trustees.
 - PUD language to confirm that Minor Subdivision Plat and Administrative Site Plan may be processed simultaneously.
 - Dedication of right-of-way for CR 34 and CR 5 accomplished via Minor Subdivision Plat.
 - A landscape covenant on the Property through decommissioning. A Final Landscape Plan will be included as part of the Administrative Site Plan.
- Decommissioning plan. Add language to PUD to require a detailed decommissioning plan ("Decommissioning Plan") and the posting of financial assurance with the Town sufficient to fund the estimated decommissioning/reclamation costs net of salvage value required by the Decommissioning Plan, which costs shall be set forth with specificity in the Decommissioning Plan (the "Security").
 - The Decommissioning Plan shall be required to be submitted for approval as a component of the Administrative Site Plan.
 - Prior to issuance of a certificate of completion for the Project, the Security in an amount sufficient to fund the estimated decommissioning/reclamation costs required by the Decommissioning Plan will be posted with the Town.
 - The Security shall: (i) name the Board of Trustees of the Town of Mead as the sole beneficiary, (ii) shall include automatic extension language (or an "evergreen clause") in a form acceptable to the Town Attorney, and (iii) be "bankruptcy remote," meaning that the Security will be unaffected by the bankruptcy of the Developer or any of its successors or assigns.
 - The Town will have the right to draw upon the Security to pay for decommissioning in the event that Developer has not commenced decommissioning/reclamation activities within one year after the 40th anniversary of the Commencement Date.
 - The Security will be in a form acceptable to the Town Attorney with consideration of credit worthiness, financial strength, credit history, credit rating and debt and may be in the form of: (A) Surety bond with a corporate surety registered in Colorado; (B) Certificate of deposit in the name of the Town of Mead with a state or federally insured financial institution in Colorado (Enyo will be entitled to all interest payments); (C) Other forms of assurance such as corporate guarantee, letter of credit, insurance policy, or other forms as may be acceptable to the Town Attorney.
 - On the twentieth (20th) anniversary of the Commencement Date and every five (5) years thereafter until the 35th anniversary of the Commencement Date, the Town and Enyo will jointly select a an independent Colorado-licensed engineer to prepare an update to the Decommissioning Plan that reflects the then-current costs to decommission the Project facilities, net of recycling and salvage value of the Project

facilities, and the cost to restore the land to a condition substantially similar to its condition prior to development of the Project, for review and approval by the Town ("Required Decommissioning Plan Updates"). The amount of the Security shall be modified to equal 100% of the costs set forth in the Required Decommissioning Plan Updates. The Decommissioning Plan approved by the jointly selected Colorado licensed engineer shall be binding on Developer.

-
- Developer shall decommission the Project and complete restoration of the Property, within twelve (12) months following the earlier of either: (a) the 40th anniversary of the Commencement Date; or (b) after power production has permanently ceased for a period of 365 consecutive days.
- All non-utility owned equipment, conduits, structures, fencing, and foundations to a depth of at least three (3) feet below grade will be removed. This requirement shall be set forth in the Decommissioning Plan and all Required Decommissioning Plan Updates.
- The Decommissioning Plan will require the property to be restored to a condition substantially similar to its condition prior to development of the Project. This requirement shall be set forth in the Decommissioning Plan and all Required Decommissioning Plan Updates.
- If prior to completion of decommissioning the Town reviews and approves a separate land use application to transition the Property to residential and/or commercial uses, the Decommissioning Plan will be revised to require the property be restored to a condition compatible with construction of residential and commercial uses.
- Public dedications – ROW and Open Space Requirements.
 - PUD shall be amended to show dedication of additional right-of-way for a "rural" cross-section, in accordance with the Transportation Master Plan, for CR 34 and CR 5. As set forth above, dedication of right-of-way for CR 34 and CR 5 accomplished via Minor Subdivision Plat. The Minor Subdivision Plat will be recorded following a determination by staff that the building permit is eligible for approval.
 - Dedication of a total of 38.4 acres required to satisfy the open space requirements under MMC Sec. 16-2-120 (equivalent to 20% of the 185 acres of RSF-4 zoned property included in the PUD and 8% of the 17.7 acres of GC zoned property in the PUD) ("Open Space Requirements"). PUD shall be amended to show, in graphic form, a preliminary park, open space and trails plan ("Preliminary Open Space Plan"). The PUD shall also be amended to show the park, open space and trails to be dedicated to the Town to satisfy the Open Space Requirements. The Preliminary Open Space Plan shall be substantially in accordance with the following:
 - Park dedication (of approximately 12 acres in size) to be located east of the existing Mead Ponds park.
 - Trail easement dedications of approximately 17.6 acres in size.
 - The remaining open space dedication requirement will consist of approximately 8.8 acres located at the corner of CR 34 and CR 5, to be used at the Town's discretion in accordance with Mead Municipal Code ("MMC") Section 16-2-120.
 - Dedication of all property necessary to satisfy Open Space Requirements will be accomplished via Minor Subdivision Plat. The Minor Subdivision Plat will be recorded following a determination by staff that the building permit is eligible for approval.
 - Public dedications of right-of-way and Open Space Requirements will be credited to then owner of the property for any future dedication requirements upon decommissioning and redevelopment of the property.

- Developer shall provide a final park, open space, and trails plan, including detailed programming and design for same ("Final Open Space Plan"), as a component of the Administrative Site Plan. The Developer will pay for the design and construction of 1) an improved parking lot for at least 20 vehicles, a crusher fines loop trail, and xeric groundcover within the park and 2) approximately 1.8 linear miles of trails. All trail easements shall consist of a 10-foot wide concrete trail and a crusher fines "recovery zone" of 5-feet wide, on either side of the trail. The recovery zone width will vary depending on curvature of the trail.
- The timing of Developer's construction of all improvements shown in the Final Open Space Plan shall be set forth with specificity in the subdivision improvement agreement or site plan agreement as required by the MMC. The Town shall accept the park, open space and trails detailed in the Final Open Space Plan for maintenance on the date of the Town's final acceptance of same and following the end of the two-year warranty period.
- Developer will establish a general improvement district (GID) to establish a source of funding to assist the Town with defraying the ongoing maintenance costs associated with the park, open space, and trail improvements described within the subdivision improvement agreement (SIA) or the Site Plan Agreement (SPA) and the Parks and Open Space Plan. The GID will be organized to generate tax revenue sufficient to offset the Town's ongoing maintenance costs. The minimum level of GID funding (subject to inflationary adjustments) shall be set forth with particularity in the Subdivision Improvement Agreement or Site Plan Agreement.
- Developer agrees to provide/dedicate adequate water shares and infrastructure construction to provide irrigation for the landscaping. Any water shares that are dedicated will be credited to the then record owner of the property for any future redevelopment of the property.
- Noise study and mitigation requirements. Developer and Town will jointly select an independent noise consultant paid for by the Developer to provide a noise study (decibel contour study) demonstrating compliance with MMC Article 13 for commercial premises for the Project in a form acceptable to the Town as part of the Administrative Site Plan submittal. If required in order to comply, Developer agrees to incorporate noise mitigation techniques acceptable to the Town, as may be recommended by the noise study as specific requirements of the Administrative Site Plan. Acceptable noise mitigation techniques will include techniques that ensure acceptable noise levels at the Project property lines and along internal trail corridors.
- Requirement to maintain all equipment in good repair. Developer shall maintain in good repair and working condition the solar arrays, underground collection system, substation, battery energy storage system, transmission line and all other equipment appurtenant to the Project. Enyo shall remove all non-functioning or obsolete equipment from the Property within three (3) months, subject to force majeure delays. Town chief building official or designee (Inspector) shall have the right to access the Property for inspection on no less than quarterly basis. Language setting forth these requirements shall be added to the PUD and Administrative Site Plan.
- Landscaping plan. A detailed landscaping plan, along with fencing specifications (including a detailed graphic/map detailing proposed fence height and fencing materials) ("Final Landscape Plan"), will be added to the PUD and included in the Administrative Site Plan submittal.
- Outside the security fence adjacent to CR 34 and CR 5: Ornamental trees, xeric shrub and perennial forbs and grasses following xeriscape design principles to facilitate

water conservation per MMC Sec 16-2-150 Landscape Design and an eight foot wide concrete sidewalk per MMC Sec 16-2-100. A shading study will be submitted to demonstrate trees 1) will avoid shading solar panels, and 2) will provide summer shade on sidewalk along CR 34.

- Inside the security fence: establishment and maintenance of a non-irrigated pollinator ground cover.
 - Outside the security fence where not adjacent to CR 34 and 5: establishment and maintenance of a non-irrigated native prairie.
 - Irrigation: Water rights will be obtained and dedicated to the Town to provide for the long-term irrigation of street trees.
 - Weeds will be prevented, treated, and maintained according to a Property Maintenance Plan as part of the Administrative Site Plan.
 - Fencing adjacent to CR 34 and CR 5 will meet MMC Sec. 16-2-170 and Homeland Security requirements as a minimum eight feet decorative metal or cast iron.
 - Fencing adjacent to private or Town owned lands will meet Homeland Security requirements as a minimum eight feet chain link.
 - In addition, Developer will propose a landscape covenant to be recorded on the Property which covenant shall require a minimum level of landscape maintenance through decommissioning of the Project ("landscape covenant"). The landscape covenant shall be in a form acceptable to the Community Development Director and Town Attorney and shall be recorded against the Property concurrently with recordation of the Administrative Site Plan.
-
- Transmission lines/equipment. A description, plan, and drawing of the equipment needed (high tension poles, wires, other equipment) to transfer energy from the Project arrays and batteries to their ultimate substation (PRVPA substation on adjoining property, or other), will be added to the PUD and included in the Administrative Site Plan submittal.
 - Location of onsite substation. Developer shall modify the PUD to clearly show (in map or graphic form) the location of the proposed onsite substation. The substation shall be setback a minimum of 180' from any Town (or County) ROW and Mead Ponds Park.
 - Location of battery storage system. Developer shall modify the PUD to clearly show (in map or graphic form) the location of the proposed battery storage system. The battery storage system shall be north of the substation and setback a minimum of 250' from any Town (or County) ROW and Mead Ponds Park. The Battery Energy Storage System will occupy no less than 2 acres and not exceed more than 27 acres.
 - Enyo agrees to actively solicit and offer the electricity produced and stored by the Project to the Town's electrical provider to assist the Town and the Town's electrical provider in meeting their respective sustainability goals.

**TWO PARCELS LOCATED IN THE SOUTH 1/2 OF SECTION 8, TOWNSHIP 3 NORTH,
RANGE 68 WEST, 6TH P.M., TOWN OF MEAD, WELD COUNTY, COLORADO
TOTAL ACREAGE: 202.794 ACRES**

SUGAR BEET SOLAR PLANNED UNIT DEVELOPMENT (P.U.D.) OVERLAY/ZONING MAP

TWO PARCELS LOCATED IN THE SOUTH 1/2 OF SECTION 8, TOWNSHIP 3 NORTH,
RANGE 68 WEST, 6TH P.M., TOWN OF MEAD, WELD COUNTY, COLORADO
TOTAL ACREAGE: 202.794 ACRES

GENERAL DEVELOPMENT INFORMATION:

SUGAR BEET SOLAR IS A PROPOSED PHOTOVOLTAIC (PV) SOLAR FARM AND ENERGY STORAGE FACILITY. THE PROJECT IS LOCATED AT THE NORTHWEST CORNER OF WELKER AVE (CR 34) & CR 5. THIS SITE IS THE TOWN OF MEAD'S WESTERN BOUNDARY AND ADJACENT TO THE EXISTING LONGS PEAK SUBSTATION, MAVERICK SOLAR FARM, THE NEW PUBLIC WORKS CAMPUS, AND HIGH VOLTAGE TRANSMISSION LINES.

THE LAND IS CURRENTLY USED FOR AGRICULTURAL PURPOSES, WITH ONE EXISTING RESIDENCE ON THE SITE WHICH WOULD BE REMOVED. THE TOPOGRAPHY OF THE SITE IS RELATIVELY FLAT. THE PROPERTY IS TRAVERSED BY TWO PARALLEL IRRIGATION DITCHES THAT RUN NORTH-SOUTH. THE PK CHAVEZ, LLC (PARCEL NO 120708400056) AND PK MEAD, LLC (PARCEL NO 120708300057) PROPERTIES ARE APPROXIMATELY 203 ACRES IN TOTAL DIVIDED INTO TWO TRACTS BY THE MORE EASTERLY DITCH.

SUGAR BEET SOLAR WOULD INCLUDE PV SOLAR ARRAYS, AN UNDERGROUND ELECTRIC COLLECTION SYSTEM, A NEW SUBSTATION, A SHORT SEGMENT OF ABOVE-GROUND TRANSMISSION LINE, BATTERY ENERGY STORAGE FACILITIES, AND OTHER APPURTENANT EQUIPMENT. THE PROJECT'S PANELS WOULD BE GREY-BLUE IN COLOR; HAVE A NON-REFLECTIVE SURFACE; AND STAND 8 TO 12 FEET TALL, DEPENDING ON THE ANGLE OF THE SUN. THE PANELS WOULD BE CONNECTED TO FORM A NORTH-SOUTH ARRAY THAT FOLLOWS THE SUN'S MOVEMENT. THE POWER GENERATED WITHIN THE ARRAYS WOULD BE CONVERTED INTO ALTERNATING CURRENT (AC) USING MULTIPLE INVERTERS AND COLLECTED WITH MEDIUM VOLTAGE UNDERGROUND LINES (LINE WILL BE ABOVE GROUND AT UTILITY CROSSINGS) BEFORE FEEDING INTO A COLLECTOR SUBSTATION ADJACENT TO THE EXISTING LONGS PEAK SUBSTATION. THIS SUBSTATION AND TRANSFORMER WOULD STEP-UP FROM MEDIUM VOLTAGE TO 230KV, WHICH IS THE TRANSMISSION VOLTAGE AT WHICH PLATTE RIVER POWER AUTHORITY OPERATES THE SUBSTATION. THE BATTERY ENERGY STORAGE SYSTEM WOULD HAVE A FOOTPRINT OF UP TO 27.066 ACRES.

PRELIMINARY OPEN SPACE AND LANDSCAPE PLAN:

THE SITE WOULD BE ENCIRCLED BY THE PROPOSED ST. VRAIN TRAIL CONSISTENT WITH THE TRAILS PLAN IN THE 2018 TRANSPORTATION PLAN (FIGURE 12). THE FENCING ALONG WELKER AVENUE WOULD BE A MINIMUM OF 35' FROM THE ROAD AND PROVIDE WATER WISE LANDSCAPING ALONG AN 10' CONCRETE TRAIL. THE 10' WIDE TRAIL WOULD TURN NORTH PAST MEAD PONDS ALONG THE WESTERN DITCH, THEN TURN EAST UNDER THE EXISTING TRANSMISSION LINE TO COUNTY ROAD 5 AS SHOWN IN THE TRAILS PLAN. THE TRAIL CORRIDOR WOULD FEATURE WATER WISE LANDSCAPING AND DECORATIVE METAL FENCING. THE TOWN TYPICALLY REQUIRES A MINIMUM OF 8% OPEN SPACE FOR COMMERCIAL PUD'S WHICH WOULD BE PROVIDED WITH PUBLICLY ACCESSIBLE TRAIL CORRIDORS.

LANDSCAPING WOULD BE A CRITICAL ELEMENT IN HELPING THE SITE TO BLEND IN WITH THE AGRARIAN SETTING AND MAXIMIZE VIEWS OF LONGS PEAK WHILE PROVIDING SCREENING FOR THE RELATIVELY LOW-PROFILE SOLAR PANELS. MANY TOWN REGULATIONS REQUIRE SHADE TREES, HOWEVER THE USE OF SUCH WOULD HINDER THE PROPOSED USE ON THE SOUTH, WEST, AND EAST SIDES. INSTEAD THE PUD PROPOSES USING A VARIETY OF NATIVE AND DROUGHT TOLERANT SHRUBS AND SMALL TREES TO SCREEN FACILITIES, CREATE AN ATTRACTIVE SETTING, AND ALSO ACHIEVE THE TOWN'S WATER CONSERVATION INTERESTS.

LAND USE COMPLIANCE ANALYSIS:

THE PROPERTY IS CURRENTLY ZONED IN TWO DIFFERENT ZONING DISTRICTS. AN APPROXIMATELY 17 ACRE AREA AT THE NORTHWEST CORNER OF WELKER AVE (CR 34) AND CR 5 IS ZONED GENERAL COMMERCIAL (GC) AND THE REMAINDER OF THE SITE IS ZONED RESIDENTIAL SINGLE FAMILY-4 (RSF-4). PORTIONS OF THE PROPERTY WITHIN ¼ MILE OF WELKER AVE (CR 34) ARE INCLUDED IN THE HIGHWAY DESIGN OVERLAY DISTRICT.

CHANGES IN CIRCUMSTANCES THAT NECESSITATE THE PUD INCLUDE: A NEW TOWN PUBLIC WORKS FACILITY WITH A LIGHT INDUSTRIAL APPEARANCE AND USE ON THREE SIDES OF THE PROPERTY, CONTINUED IMPROVEMENTS TO PLATTE RIVER'S LONGS PEAK SUBSTATION, THE MAVERICK SOLAR FARM, AND CONTINUED INTEREST BY TOWN LEADERSHIP AND RESIDENTS FOR RENEWABLE ENERGY AND RELIABILITY. THE FUTURE LAND USE MAP IDENTIFIES THE SITE AS TWO DIFFERENT DISTRICTS, ONE BEING COMMERCIAL MIXED USE ON THE PORTION OF THE PROPERTY CURRENTLY ZONED GC AND THE REMAINDER OF THE PROPERTY IS SPECIFIED AS LARGE LOT RESIDENTIAL (CURRENTLY ZONED RSF-4). THE COMMERCIAL MIXED-USE DESIGNATION IS IN LINE WITH THE GC ZONING AND IS PROPOSED TO BE CARRIED FORWARD UNDER THE PROPOSED PUD DISTRICT. WHILE THE PROPOSED PUD USE DOES NOT INCLUDE RESIDENTIAL DEVELOPMENT, THE COMPREHENSIVE PLAN STATES THAT THE INTENT OF THE LARGE LOT RESIDENTIAL AREA IS TO PROVIDE VERY LOW-DENSITY DEVELOPMENT WITHIN KEEPING OF THE RURAL CHARACTER ON LARGE LOTS OVER AN ACRE IN SIZE. THE PROPOSED USE WOULD PRESERVE THE AGRARIAN CHARACTER OF THE AREA AND BE IN KEEPING WITH THE INTENT OF THE DISTRICT TO "...RESPECT LANDS THAT ARE ALREADY PLATTED WITHIN THE TOWN OR ADJACENT TO TOWN LIMITS WITH SOME DEVELOPMENT ASSOCIATED WITH THE LAND PARCEL AND NO CHANGE IN USE OR INTENSITY OF DEVELOPMENT."

ZONING/PUD OVERLAY:

SOLAR IS A UNIQUE USE AND CURRENT REGULATIONS ARE NOT WELL SUITED FOR THIS TYPE OF USE AND DEVELOPMENT. THE COMPREHENSIVE PLAN STRATEGY 1C-2: UPDATE THE LAND USE CODE TO STREAMLINE THE PERMITTING PROCESS FOR THE DEVELOPMENT OF RENEWABLE ENERGY PROJECTS, SIMILAR TO WELD COUNTY'S RECENTLY UPDATED REGULATIONS ANTICIPATED A LAND USE CODE UPDATE THAT HAS NOT YET BEEN IMPLEMENTED. HENCE THE PUD DISTRICT IS A WAY OF BRIDGING DEVELOPMENT NEEDS AND THE TOWN GC ZONING DISTRICT REGULATIONS, WITH THE FOLLOWING MODIFICATIONS TO GC STANDARDS:

USE: STAFF HAS INTERPRETED THE PROPOSED SOLAR PRODUCTION AND STORAGE FACILITY AS "UTILITY TREATMENT, PRODUCTION OR SERVICE FACILITY." THIS USE IS PERMITTED IN THE GC DISTRICT WITH A CONDITIONAL USE. THE PUD OVERLAY SHALL PERMIT A SOLAR PRODUCTION AND ENERGY STORAGE FACILITY INCLUDING THE FOLLOWING: PV SOLAR ARRAYS WITH A NON-REFLECTIVE SURFACE STANDING NO MORE THAN 12 FEET TALL; AN UNDERGROUND ELECTRIC COLLECTION SYSTEM; BATTERY ENERGY STORAGE FACILITIES, A COLLECTION SUBSTATION AND OTHER APPURTENANT EQUIPMENT AND FACILITIES. THE SOLAR PRODUCTION USE WOULD CEASE AFTER 40 YEARS OF OPERATION UNLESS EXTENDED BY THE TOWN. HOWEVER THE SUBSTATION AND ENERGY STORAGE FACILITIES MAY REMAIN. AT THAT TIME THE BALANCE OF THE PROPERTY WOULD RETURN TO THE CURRENT UNDERLYING ZONING OF GC AND RSF-4.

FENCING: TOWN FENCING STANDARDS TYPICALLY PROHIBITS FENCING GREATER THAN 6'. DUE TO THE NATURE OF THE USE AND FEDERAL SECURITY REGULATIONS FOR UTILITY-SCALE RENEWABLE ENERGY PRODUCTION FACILITIES, THE PUD WOULD PERMIT FENCING OF UP TO 10'. THE FENCING MATERIAL WOULD CONSIST OF DECORATIVE METAL FENCING WHENEVER IT IS FACING PUBLIC ROADWAYS OR TRAILS. CHAIN LINK, IN AN UNOBTRUSIVE COLOR, MAY BE USED IN AREAS NOT FACING PUBLIC ROWS (I.E., ON THE NORTH AND WEST OF THE SITE FACING THE EXISTING SUBSTATION AND TRANSMISSION LINES).

LANDSCAPING: TOWN LANDSCAPING STANDARDS CALL FOR 1 TREE PLUS 5 SHRUBS FOR EVERY 15' ALONG WELKER AVENUE AND 1 SHADE TREE PER 40' ALONG CR 5. GIVEN THE NATURE OF THE USE AS A SOLAR FARM, SHADE TREES WOULD HINDER THE USE. THE PUD PROPOSES TO PLANT AND IRRIGATE WELKER AVENUE AND CR 5 SETBACK AREAS WITH DROUGHT TOLERANT SHRUBS AND SMALL TREES AS DENOTED IN THE PRELIMINARY LANDSCAPE PLAN, WITH LARGER TREES SCREENING THE SUBSTATION. TYPICAL STANDARDS WOULD REQUIRE IRRIGATION ON THE INTERIOR OF THE SITE, HOWEVER GIVEN THE SUSTAINABLE NATURE OF THE PROJECT, THE PUD PROPOSES THAT NATIVE GRASSES WITHIN THE SECURE FENCE MAY BE IRRIGATED, BUT WILL BE PLANTED WITH DROUGHT TOLERANT AND NATIVE SPECIES. THESE PLANTINGS WILL CREATE AN AESTHETICALLY PLEASING AND WATER WISE LANDSCAPE FOR THE SITE. A PROPERTY MANAGEMENT PLAN AND FINAL LANDSCAPE PLAN WILL DEFINE THE INSTALLATION, WEED CONTROL, WILDFIRE SUPPRESSION AND RESPONSE, AND MAINTENANCE OF THE SITE.

OPEN SPACE: FOR COMMERCIAL PUD'S THE TOWN REQUIRES 8% OPEN SPACE DEDICATIONS, SUCH AS SOLAR. OPEN SPACE NEEDS TO HAVE A PUBLIC PURPOSE , SEE "OPEN SPACE AREAS" ON THE PUD MAP. GIVEN THE NATURE OF THE SITE NEEDING TO BE SECURE, INTERNAL OPEN SPACE WOULD NOT BE ACCESSIBLE TO THE PUBLIC, HOWEVER A MINIMUM OF 17.4% OPEN SPACE IS PROPOSED AND WOULD ALLOW FOR A LARGE PARK AREA ADJACENT TO MEAD PONDS.

VIEWSHED: THE LOW-PROFILE NATURE OF THE SOLAR ARRAYS WOULD PRESERVE MOUNTAIN VIEWS FROM CR 5 AND WELKER AVENUE COMPARED TO RESIDENTIAL OR COMMERCIAL USES.

COMPREHENSIVE PLAN ANALYSIS: THIS PROJECT ADDRESSES THE FOLLOWING VISION THEMES THAT ARE PRIORITIES AND SHOULD GUIDE GROWTH FROM THE COMPREHENSIVE PLAN:

I. A SMALL TOWN COMMUNITY CHARACTER: THIS PROJECT WOULD NOT CONTRIBUTE ANY NEW DENSITY TO THE MEAD. ADDITIONALLY THE PROPOSED USE IS RELATIVELY LOW PROFILE AND WOULD NOT SIGNIFICANTLY IMPACT VIEWSHEDS, TRAFFIC, OR OTHER QUALITY OF LIFE CHARACTERISTICS CONSISTENT WITH THE SMALL TOWN FEEL. THIS WILL HELP ACHIEVE THE COMPREHENSIVE PLAN'S DESIRE TO PRESERVE OPEN AGRARIAN AREAS THAT ARE IN CLOSER PROXIMITY TO PROPOSED OR EXISTING HOUSING AND MIXED USE AREAS.

II. A DIVERSE ECONOMY: THE PROPOSED USE WOULD DIRECTLY ACCOMPLISH POLICY 1C: IMPROVE ENERGY EFFICIENCY AND EXPAND THE USE OF RENEWABLE ENERGY INCLUDING SOLAR POWER AND STRATEGY 2A-3. ENSURE FUTURE EXPANSION OF INDUSTRIAL PARK AREAS INCLUDING FACILITIES AND AMENITIES CRITICAL FOR RENEWABLE ENERGY BUSINESSES. WHILE THIS USE IS PRESENT IN WELD COUNTY, THIS USE WOULD PROVIDE A NEW AND SUSTAINABLE ENERGY RESOURCE TO HELP FUEL THE ECONOMY OF THE TOWN AND HELP ACHIEVE THE DESIRE FOR MORE RENEWABLE ENERGY INDUSTRIES IN MEAD. IN ADDITION TO STRATEGY 2A-3, THE PROPOSED USE WOULD FURTHER THE FOLLOWING STRATEGIES, POLICIES AND GOALS FROM THE COMPREHENSIVE PLAN:

· POLICY 2A: PURSUE AND SUPPORT DIVERSE, APPROPRIATE INDUSTRIES THAT HAVE A CURRENT STRONGHOLD IN MEAD OR NORTHERN COLORADO.

· STRATEGY 2A-1: DEVELOP A MARKETING STRATEGY (SEE DE GOAL 6) TO PROMOTE MEAD'S AVAILABLE COMMERCIAL AND INDUSTRIAL AREAS TO THE FOLLOWING INDUSTRIES: TRADITIONAL (OIL AND GAS) AND RENEWABLE ENERGY SECTORS; LOGISTICS AND EQUIPMENT; AGRICULTURAL PROCESSING; HEALTH CARE, MANUFACTURING, WHOLESALE TRADE AND CONSTRUCTION; AND TOURISM AND HOSPITALITY.

· STRATEGY 2A-2: UPDATE MEAD'S LAND USE CODE FOR CONSISTENCY WITH THE COUNTY'S STREAMLINED REGULATIONS FOR DEVELOPMENT OF WIND, SOLAR, AND OTHER RENEWABLE ENERGIES.

III. *FRIENDLY NEIGHBORHOODS*: WHILE THIS IS NOT A HOUSING PROJECT, IT DOES HAVE SOME PROXIMITY TO SOME EXISTING RESIDENCES. THE PROPOSED USE WOULD PROVIDE A LOW IMPACT LAND USE WHICH DOES NOT PRODUCE EXCESSIVE NOISE, POLLUTION, VISUAL OBSTRUCTION, OR OTHER NUISANCES, AND THUS WOULD BE A GOOD NEIGHBOR FOR TEN EXISTING NEIGHBORS AS WELL AS FUTURE DEVELOPMENT.

IV. *STRONG CONNECTIVITY*: THE SITE WOULD CREATE A SEGMENT OF THE ST. VRAIN TRAIL ALONG THE EXISTING IRRIGATION CHANNEL AND WELKER AVENUE. THIS WOULD HELP ACHIEVE POLICY 3A: INCORPORATE BICYCLE AND PEDESTRIAN FACILITIES ON THE TOWN'S STREETS WHERE APPROPRIATE.

V. *DYNAMIC PARKS RECREATION AND OPEN SPACE*: THE PROJECT WOULD ENABLE THE MEAD PONDS TO SERVE AS A TRAILHEAD AND BEAUTIFY THE EXISTING DRAINAGE CHANNEL, WHICH WOULD DIRECTLY CONTRIBUTE TO POLICY 1B: PROVIDE RECREATIONAL OPPORTUNITIES THROUGH A WELL-CONNECTED TRAIL NETWORK.

VI. *AN EXPANSIVE NATURAL AGRARIAN SETTING*: THE PROPOSED USE IS LOW IMPACT AND DOES NOT ENCROACH ON THE AGRARIAN SETTING BECAUSE THE SITE WILL REMAIN FREE OF LARGE STRUCTURES AND WILL KEEP VIEWS OF THE SURROUNDING AREA OPEN COMPARED TO A RSF-4 USE. PROPOSED SCREENING WILL FEATURE LANDSCAPE ELEMENTS TO HELP THE SITE BLEND INTO THE SURROUNDING ENVIRONMENT WHILE PRESERVING MOUNTAIN VIEWS. IN ADDITION TO POLICY 1C: IMPROVE ENERGY EFFICIENCY AND EXPAND THE USE OF RENEWABLE ENERGY INCLUDING SOLAR POWER THE PROPOSED USE WOULD FURTHER THE FOLLOWING STRATEGIES:

· STRATEGY 1C-1: WORK WITH UNITED POWER AND XCEL ENERGY TO DEVELOP AND PROMOTE PROGRAMS AND CODES THAT ENCOURAGE ENERGY EFFICIENCY AND ACCESS TO RENEWABLE ENERGY.

· STRATEGY 1C-2: UPDATE THE LAND USE CODE TO STREAMLINE THE PERMITTING PROCESS FOR THE DEVELOPMENT OF RENEWABLE ENERGY PROJECTS, SIMILAR TO WELD COUNTY'S RECENTLY UPDATED REGULATIONS.

· STRATEGY 1C-3: WORK TOWARDS THE INTEGRATION OF RENEWABLE ENERGY COMPONENTS INTO TOWN PROJECTS THAT ARE SUPPORTED WITH PUBLIC FUNDS.

VII. *THOUGHTFUL COMMUNITY PLANNING, FACILITIES AND SERVICES*. WHILE THE PROPOSED USE IS NOT A PUBLIC FACILITY, IT DOES CONTRIBUTE SUSTAINABLE ENERGY AND BRINGS A RELIABILITY ASSET (BATTERY STORAGE) CURRENTLY UNAVAILABLE IN THE REGION. GRID-CONNECTED BATTERIES COUPLED WITH SOLAR PHOTOVOLTAICS HAVE THE POTENTIAL TO PROVIDE POWER IN THE EVENT OF A GRID OUTAGE. THIS DIVERSIFICATION OF THE POWER SUPPLY WILL HELP MEAD ACHIEVE POLICY 1B: STRENGTHEN COLLABORATION WITH SPECIAL DISTRICTS AND UTILITY PROVIDERS. THE BEAUTY OF ENERGY STORAGE SOLUTIONS IS THAT THEY CAN STORE VAST AMOUNTS OF ELECTRICITY ANYWHERE ON THE GRID, MAINTAINING HIGH RELIABILITY IN ELECTRIC SUPPLY. ADDITIONALLY, ENERGY STORAGE PROJECTS DO NOT REQUIRE A LARGE AREA FOR DEVELOPMENT SO THEY CAN BE SCALED TO THE NEEDED SIZE TO MEET ELECTRICAL NEEDS, MAKING THEM MORE RELIABLE. ENERGY STORAGE ALSO PROVIDES FLEXIBILITY FOR THE POWER GRID BY PROVIDING UNINTERRUPTED POWER TO CONSUMERS WHEREVER AND WHENEVER IT IS NEEDED. THIS, IN TURN, ENHANCES SECURITY BY CREATING A MORE EFFICIENT GRID THAT IS RESISTANT TO DISRUPTIONS

MODIFICATIONS TO MINIMUM DIMENSIONAL STANDARDS AND USE STANDARDS				
ZONE	RSF-4 STANDARD	GENERAL COMMERCIAL	HIGHWAY DESIGN/ OVERLAY DISTRICT (WELKER AVENUE)	PUD
MINIMUM LOT AREA PER DWELLING	6,250 SF	1 AC	SAME AS UNDERLYING DISTRICT	NA
GROSS DENSITY	2.0 DWELLING UNITS PER ACRE	NA	NA	NA
GROSS DENSITY MAXIMUM	4.0 DWELLING UNITS PER ACRE	8.0 DWELLING UNITS PER ACRE	NA	NA
MINIMUM LOT WIDTH (FEET PER DWELLING)	50 FEET	50 FEET	SAME AS UNDERLYING DISTRICT	NA
MINIMUM STREET FRONTAGE	40 FEET	NA	NA	NA
FRONT YARD SETBACK - AS MEASURED FROM EDGE OF PUBLIC STREET RIGHT OF WAY OR PAVEMENT EDGE				
PRIMARY STRUCTURE, PORCH OR SIDE LOADED GARAGE	20 FEET	20 FEET	NO BUILDINGS, PARKING OR DRIVES (EXCEPT ENTRANCES/ EXITS) WITHIN 35 FEET OF THE FRONT PROPERTY LINE ALONG WELKER AVENUE	35 FEET ALONG WELKER AVENUE, 20 FEET ALONG COUNTY ROAD 5
ACCESSORY BUILDING	25 FEET	25 FEET	NOT LESS THAN 25 FEET	35 FEET ALONG WELKER AVENUE, 25 FEET ALONG COUNTY ROAD 5
SIDE YARD SETBACK				
PRINCIPAL BUILDING	5 FEET	0 FEET	SAME AS UNDERLYING DISTRICT	0 FEET
ACCESSORY BUILDING	5 FEET	0 FEET		0 FEET
CORNER SIDE BUILDING	15 FEET	NA		15 FEET
REAR YARD SETBACK				
PRINCIPAL BUILDING	25 FEET	0 FEET	NA	0 FEET
ACCESSORY BUILDING	10 FEET	0 FEET	NA	0 FEET
BUILDING HEIGHT				
MAXIMUM BUILDING HEIGHT - PRINCIPAL STRUCTURE	35 FEET	40 FEET	SAME AS UNDERLYING DISTRICT	35 FEET
MAXIMUM BUILDING HEIGHT - ACCESSORY STRUCTURE	30 FEET	40 FEET		40 FEET. SUBSTATION AND ELECTRIC TRANSMISSION LINES EXEMPT
MAXIMUM BUILDING SIZE	NA	125,000 SF PER BUSINESS USE		125,000 SF PER BUSINESS USE
OTHER STANDARDS				
MAXIMUM LOT COVERAGE	50%	80%		80%
MINIMUM OPEN SPACE	20%	8%	NA	16.9%
LANDSCAPE BUFFER				60 FT. MINIMUM ALONG ROW
SOLAR FACILITY	NOT ALLOWED	CONDITIONALLY ALLOWED	NA	ALLOWED

SHEET 2 OF 5

REV: 3 11-18-22 C.H. (ADDRESS TOWN COMMENTS)

SUGAR BEET SOLAR

TWO PARCELS LOCATED IN THE SOUTH 1/2 OF SECTION 8, TOWNSHIP 3 NORTH, RANGE 68 WEST, 6TH P.M., TOWN OF MEAD, WELD COUNTY, COLORADO
TOTAL ACREAGE: 202.794

SURVEYED BY:	DRAWN BY:	PROJECT:	FILE:	SCALE:	
O.R. 03-16-2022	P.B. 06-06-2022	ENY01-22-0001	E-10005	N/A	



UINTAH
ENGINEERING & LAND SURVEYING

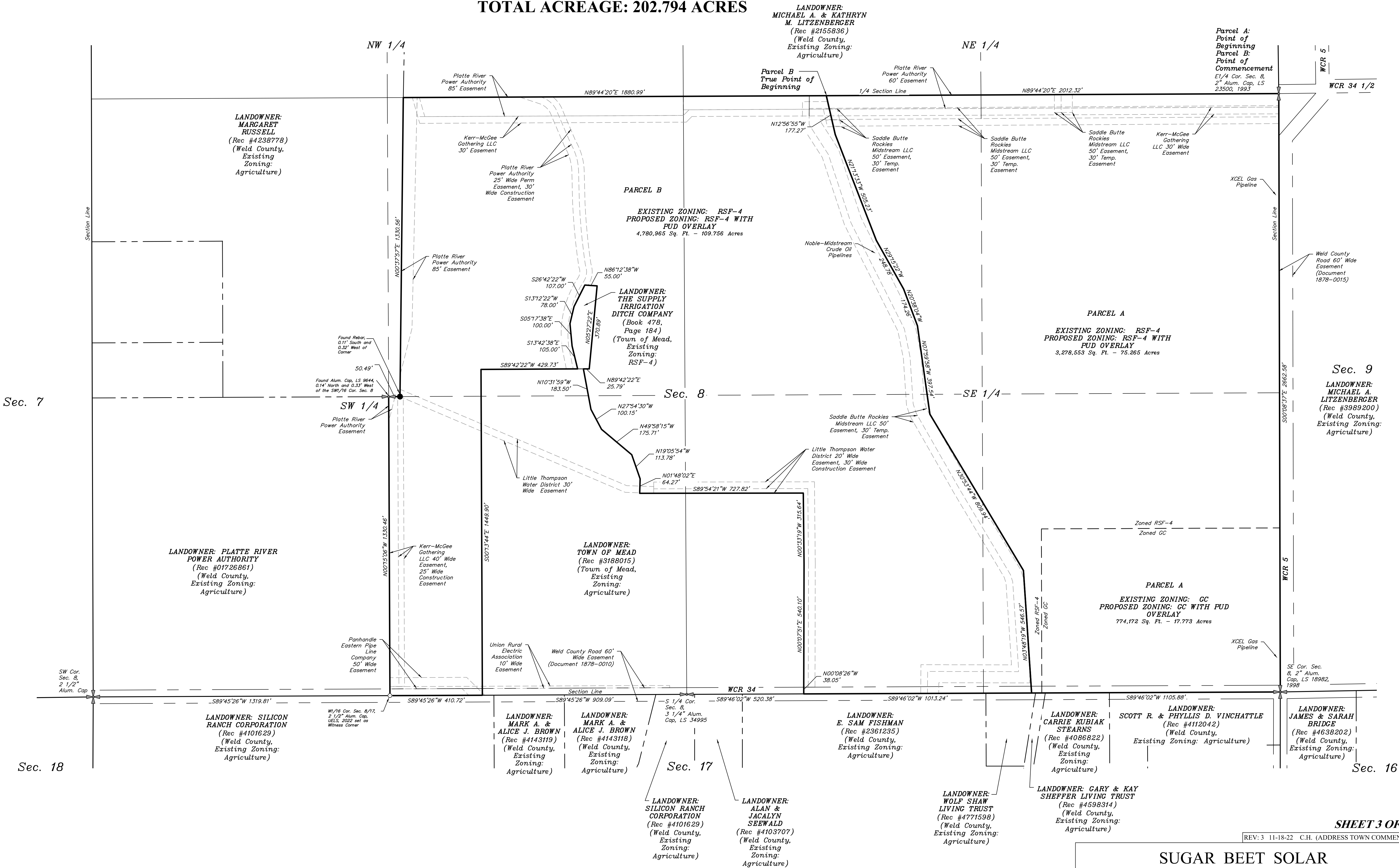
UELS, LLC
Corporate Office * 85 South 200 East
Vernal, UT 84078 * (435) 789-1017

PLANNED UNIT DEVELOPMENT (P.U.D.)

202

SUGAR BEET SOLAR PLANNED UNIT DEVELOPMENT (P.U.D.) OVERLAY/ZONING MAP

TWO PARCELS LOCATED IN THE SOUTH 1/2 OF SECTION 8, TOWNSHIP 3 NORTH,
RANGE 68 WEST, 6TH P.M., TOWN OF MEAD, WELD COUNTY, COLORADO
TOTAL ACREAGE: 202.794 ACRES



SHEET 3 OF 5

REV: 3 11-18-22 C.H. (ADDRESS TOWN COMMENTS)

SUGAR BEET SOLAR

TWO PARCELS LOCATED IN THE SOUTH 1/2 OF SECTION 8, TOWNSHIP 3 NORTH,
RANGE 68 WEST, 6TH P.M., TOWN OF MEAD, WELD COUNTY, COLORADO
TOTAL ACREAGE: 202.794

SURVEYED BY:	DRAWN BY:	PROJECT:	FILE:	SCALE:
03-16-2022	06-06-2022	ENY01-22-0001	E-10005	1" = 200'



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PLANNED UNIT DEVELOPMENT (P.U.D.)

BASIS OF BEARINGS:
NORTH LINE OF THE
SOUTH 1/2 OF SECTION 8
BEARS S89°44'20"W



Section to Item I.

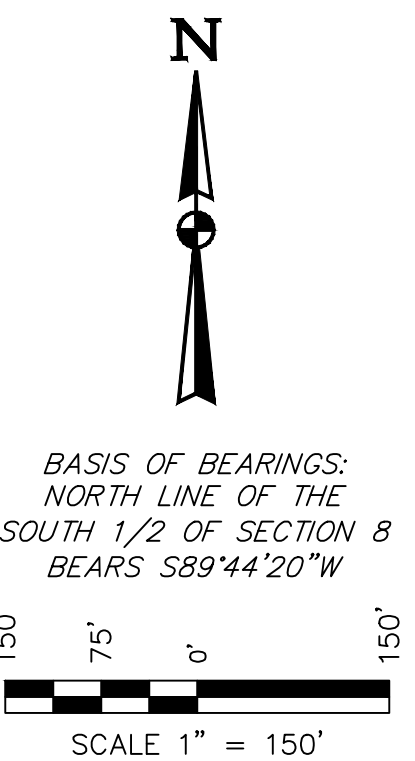
SUGAR BEET SOLAR PLANNED UNIT DEVELOPMENT (P.U.D.) OVERLAY/ZONING MAP

TWO PARCELS LOCATED IN THE SOUTH 1/2 OF SECTION 8, TOWNSHIP 3 NORTH,

RANGE 68 WEST, 6TH P.M., TOWN OF MEAD, WELD COUNTY, COLORADO

TOTAL ACREAGE: 202.794 ACRES

LAND USE SUMMARY	
	TOTALS (Acres)
GROSS AREA	202.794
EXISTING ROW (WCR 34)	1.742
NEWLY DEDICATED ROW	0.601
NET AREA	200.451
Photovoltaic Arrays	126.218
BESS (Battery Energy Storage System)	26.938
Substation	2.555
OPEN AREA	35.342
AREA NOT OPEN SPACE	9.398
% OPEN AREA / GROSS AREA	17.4



SHEET 4 OF 5

REV: 3 11-18-22 C.H. (ADDRESS TOWN COMMENTS)

SUGAR BEET SOLAR

TWO PARCELS LOCATED IN THE SOUTH 1/2 OF SECTION 8, TOWNSHIP 3 NORTH,
RANGE 68 WEST, 6TH P.M., TOWN OF MEAD, WELD COUNTY, COLORADO
TOTAL ACREAGE: 202.794

TOTAL ACREAGE: 202.794				
SURVEYED BY:	DRAWN BY:	PROJECT:	FILE:	SCALE:
O.R.	P.B.	ENY01-22-0001	E-10005	1" = 150'
03-16-2022	06-06-2022			

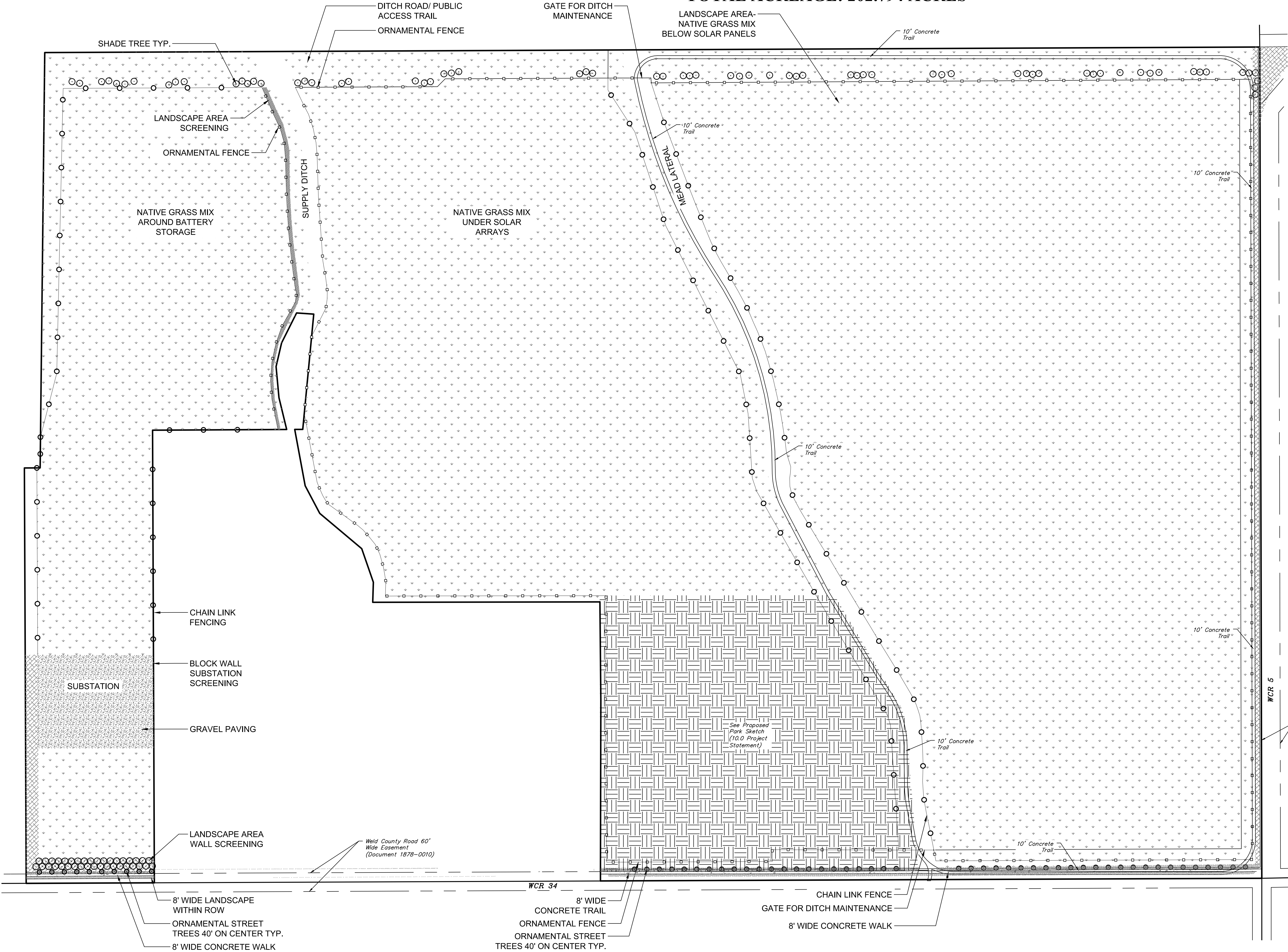


UELS, LLC
Corporate Office * 85 South 200 East

SUGAR BEET SOLAR PLANNED UNIT DEVELOPMENT (P.U.D.) OVERLAY/ZONING MAP

TWO PARCELS LOCATED IN THE SOUTH 1/2 OF SECTION 8, TOWNSHIP 3 NORTH,
RANGE 68 WEST, 6TH P.M., TOWN OF MEAD, WELD COUNTY, COLORADO

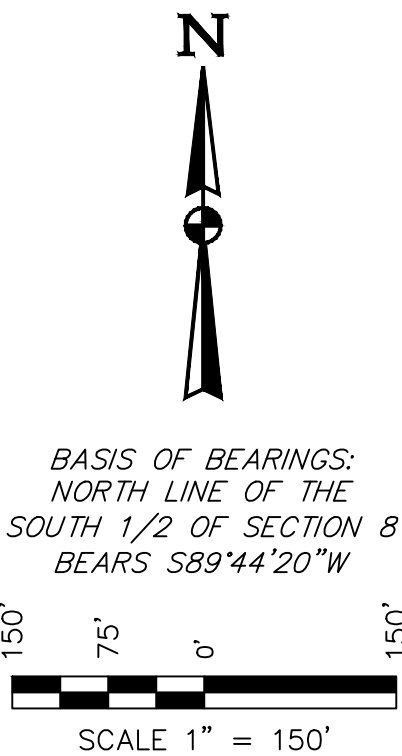
TOTAL ACREAGE: 202.794 ACRES



PLANTING LEGEND

	SHADE TREE TREES FROM APPENDIX A - LIST OF APPROVED LANDSCAPE MATERIALS	68
	ORNAMENTAL TREE TREES FROM APPENDIX A - LIST OF APPROVED LANDSCAPE ITEMS	91
	LANDSCAPE AREA - ROW PRE-APPROVED DRYLAND SEED MIX TYPE C (MEAD DESIGN STANDARDS) IRRIGATED- MOWED, WEED CONTROL	1.04 AC
	LANDSCAPE AREA - SCREENING MIX OF SHRUBS MAX HEIGHT 6', WITH NATIVE SEEDING TYPE A GRASS - IRRIGATED	2.65 AC
	LANDSCAPE AREA- NATIVE GRASS MIX PRE-APPROVED DRYLAND SEED MIX TYPE A (MEAD DESIGN STANDARDS) NON IRRIGATED- MOWED, WEED CONTROL.	170.75 AC
	LANDSCAPE AREA- PARK SHADE AND ORNAMENTAL TREES. MAJORITY PRE-APPROVED DRYLAND SEED MIX TYPE A (MEAD DESIGN STANDARDS), IRRIGATED - MOWED, WEED CONTROL, WITH SMALL PORTIONS OF PRE-APPROVED IRRIGATED TURF-SEED MIX.	18.65 AC

SYMBOL	DESCRIPTION	QTY
	FENCE- CHAIN LINK	8,950 LF
	FENCE- ORNAMENTAL	12,160 LF
	BLOCK WALL- SUBSTATION	12,160 LF
	MULTI-USE 10' CONCRETE TRAIL	
	CONCRETE WALK - PUBLIC ROW	20,300 SF
	GRAVEL PAVING- SUBSTATION	111,275 SF



SHEET 5 OF 5

REV: 3 11-18-22 C.H. (ADDRESS TOWN COMMENTS)

SUGAR BEET SOLAR

TWO PARCELS LOCATED IN THE SOUTH 1/2 OF SECTION 8, TOWNSHIP 3 NORTH, RANGE 68 WEST, 6TH P.M., TOWN OF MEAD, WELD COUNTY, COLORADO TOTAL ACREAGE: 202.794				
SURVEYED BY:	DRAWN BY:	PROJECT:	FILE:	SCALE:
O.R. 03-16-2022	P.B. 06-06-2022	ENV01-22-0001	E-10005	1" = 150'

UINTAH
ENGINEERING & LAND SURVEYING

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Vernal, UT 84078 * (435) 789-1017

PLANNED UNIT DEVELOPMENT (P.U.D.)



September 22, 2022

Town of Mead
Planning and Zoning Department
441 Third Street
Mead, CO 80542

Attention: Jason Bradford, Community Development Director
CC: Jennifer Vecchi, Principal Vecchi & Associates, LLC

Dear Mr. Bradford,

We, Enyo Power Partners, LLC dba as Sugar Beet Solar, LLC, an independent solar, storage and wind company specializing in developing utility-scale renewable energy projects in the Intermountain West, appreciate partnering with the Town of Mead in developing the Sugar Beet Solar project adjacent to the existing Longs Peak Substation, Maverick Solar Farm, Town Public Works Facility, and high voltage transmission lines. We have addressed Town comments in the attached resubmittal as discussed in our past meetings. We understand how this proposal is unique, and that the Town through its Comprehensive Plan supports renewable energy generally but has not addressed photovoltaic solar in the Comprehensive Plan Map, zoning districts, or development standards.

Recognizing that the Town has not yet implemented Comprehensive Plan Strategy 2A-2: *Update Mead's Land Use Code for consistency with the County's streamlined regulations for development of wind, solar, and other renewable energies*, we have followed staff's recommendation to respectfully request that the Town rezone the property to a new Planned Unit Development based on the standards of the GC General Commercial District with modifications to ensure this unique type of development is compatible with surrounding land uses. We submit the attached Planned Unit Development Application and exhibits for your consideration and approval on behalf of PK Chavez, LLC (Parcel No 120708400056) and PK Mead, LLC (Parcel No 120708300057), which real property is described on item 6.0 ALTA Survey Map of this application submittal.

Sugar Beet Solar helps achieve the Board of Trustee's goals as follows:

Responsible Growth: The proposed use would directly accomplish Comprehensive Plan *Policy 1C: Improve energy efficiency and expand the use of renewable energy including solar power*. The proposed use is low impact, requires minimal water, and does not encroach on prized mountain views compared to a RSF-4 use. Its adjacency to the Public Works Facility and existing solar infrastructure such as the Maverick Solar Farm, Lone Peaks Substation, and high voltage transmission lines away from town neighborhoods enhances its compatibility. Portions of the project along public rights-of-way will be screened per city requirements.

If this proposed PUD is approved, Sugar Beet Solar will submit the following studies as part of the Preliminary Plat:

- Landscape detail sheet showing shrubs, trees, fencing
- Cross sections for landscape plans for buffer areas and trails
- Preliminary weed management plan
- Irrigation plan

- Sample solar specifications and detail sheets (panels, batteries, etc.)
- Consistent with the above detail plans, Enyo will prepare additional visualizations to show proposed planting plans, fencing, and trails as viewed from the ROW, including more west facing views in order to best show impacts to mountain views.
- Other standard items required for a Preliminary Plat (preliminary grading and drainage plan, master utility plan, etc.)

Additionally, since our previous submittal Sugar Beet Solar reached agreements with landowners on September 12, 2022 on two parcels in unincorporated county that would be eligible for annexation. If the Town approves the PUD use for PK Chavez, LLC and PK Mead, LLC, then Sugar Beet Solar would like to apply for annexation on a second phase.

Reliable Infrastructure: This application is more than a solar project. The battery energy storage system would enhance sustainable electrical reliability to residents and businesses with the potential to provide power in the event of a grid outage. This reliability asset (battery storage) is currently unavailable in the region.

Public Safety: In ongoing siting efforts and consultation with the Town, Weld County, and Mountain View Fire Rescue the project team is working to optimally site the project's photovoltaic solar panels, access points, battery energy storage facility, and project substation. We have addressed land use, infrastructure, and environmental issues that have been identified to date. The system is monitored 24/7 and emergency services would be notified immediately in the event of a fire. The proposed development would include Hazard Mitigation Analysis, Hazard Consequence Analysis, and an Emergency Response Plan in order to ensure the project is safe.

Fiscal Stability: This project would add to the tax base without putting additional strain on roadways and city services such as schools, libraries, water, and emergency services. Our application includes an Economic Impact Analysis as a companion study as well as written statements about the proposed project to inform the review process. Sugar Beet Solar would provide reliable, safe, inexpensive electrical energy that would help attract new businesses, labor, and capital.

Connected Community: Sugar Beet Solar would dedicate approximately 17% of the property for open space and parks including an approximately 19-acre community park, 1.6 mile trail loop, and setbacks to maintain mountain views. When combined with the Mead Ponds and through subsequent Town master planning, the park properties could become a 30+ acre regional trailhead with the possibility for additional programed uses such as a dog park, pickleball courts, community gardens, electric vehicle charging stations, and other amenities not currently found in Mead.

In summary, the project will be sustainably designed and maintained, quiet, low profile, and considerate of the environment and surrounding land uses. More importantly, Sugar Beet Solar will help implement the Town's goals and policies as a reliable source of economic development, clean energy, and mental and physical health for the next 40+ years.

We look forward to continuing our work with the Town's leadership, neighbors, and the Mead community to bring this important project to fruition.

Respectfully,

Sugar Beet Solar, LLC



Christine mikell (Sep 23, 2022 17:34 MDT)

Christine Watson Mikell, Manager



Town of Mead
Board of Trustees Hearing
April 10, 2023

**Note: This draft presentation will be updated for the
Town Trustees hearing on Monday, April 10**



AGENDA

COMMUNITY BENEFITS
OUR SHARED VISION
VISUALIZATIONS
HIGHEST + BEST USE
FINANCIAL ANALYSIS
PARTNERSHIPS
2023 TOWN GOALS
QUESTIONS?





COMMUNITY BENEFITS

RESPONSIBLE GROWTH

- We can **preserve Mead's small-town feel while bringing new revenue and community benefits** to Town residents.
- The project would be **environmentally and socially responsible** – avoiding ditches; free from air and water pollution; setback from residential areas; and not producing hazardous waste.

RELIABLE INFRASTRUCTURE

- Renewable energy **diversifies the energy supply portfolio** in the Town of Mead and Northern Colorado.
- The Sugar Beet Solar Project is **essential infrastructure** to support growth.

PUBLIC SAFETY

- Sugar Beet Solar can **fulfill community needs while NOT putting undue stress and burden on limited government resources** such as water, fire, police, transportation, and even our schools, library and recreation center.
- Battery storage **improves local electric reliability**.





COMMUNITY BENEFITS

FISCAL STABILITY

- The project is fiscally smart, **bringing in revenue without requiring or increasing government services.**
- The project will generate **\$90,000 in property tax revenue** during the first year of full operations, **which will support Town services without increasing the current demand for those services.**
- Other entities with taxing authority on the property would realize cumulative property tax revenues of more than **\$15 million** over the life of the project. These revenues can **help support education and other public services** provided to residents and businesses in Mead.

CONNECTED COMMUNITY

- Sugar Beet Solar will dedicate approximately 17% of the property for open space and parks including a **19-acre community park, 1.6-mile trail loop**, and road setbacks to maintain mountain views.
- Through subsequent Town master planning sessions with Mead Ponds Park, the totality of Sugar Beet Solar's offering could become a **30+ acre regional trailhead** with the possibility for additional programmed uses such as a dog park, pickleball courts, community gardens, electric vehicle charging stations, and other amenities not currently found in Mead.



Jack's Garden in Longmont



OUR SHARED VISION

DIVERSE ECONOMY

Policy 2A: **Pursue and support diverse, appropriate industries** that have a current stronghold in Mead or northern Colorado.

Strategy 2A-3. **Ensure** future expansion of industrial park areas including **facilities and amenities critical renewable energy businesses.**





OUR SHARED VISION



DIVERSE ECONOMY

Strategy 2C-5. Work with the St. Vrain Valley School District to support and leverage the Mead Energy Academy to attract additional traditional and renewable energy companies to Mead.



Mead High School

Energy Focus & AP Capstone School
Rachael Ayers, Principal

"This project would be an incredible opportunity for the Mead Community and the students of the Mead Energy Academy."

- Letter of Support



OUR SHARED VISION



DYNAMIC PARKS, RECREATION AND OPEN SPACE

Policy 1B: Provide **recreational opportunities through a well-connected trail network.**

Strategy 1B-1. Identify and implement a future Town-wide trail network that connects neighborhoods to parks, community amenities and services, and regional trails, and includes a **signature loop connecting Highland Lake and Mead Ponds.**

Policy 2A: Assure that new growth within the Town **preserves the natural setting and scenic viewsheds** where appropriate.

Strategy 2A-3. Promote public awareness of Mead's natural resources by **increasing access to Mead's lakes, ponds** and streams, by promoting the Town's **future trail loop system** and wayfinding strategy.



OUR SHARED VISION



THOUGHTFUL COMMUNITY PLANNING, FACILITIES AND SERVICES.

Policy 1B: Strengthen **collaboration with utility providers** and special districts.



“United Power is fully supportive of solar-plus-storage projects such as this one being planned in Mead. The cooperative has a long history of championing forward-looking, local power resources...” **- Letter of Support**

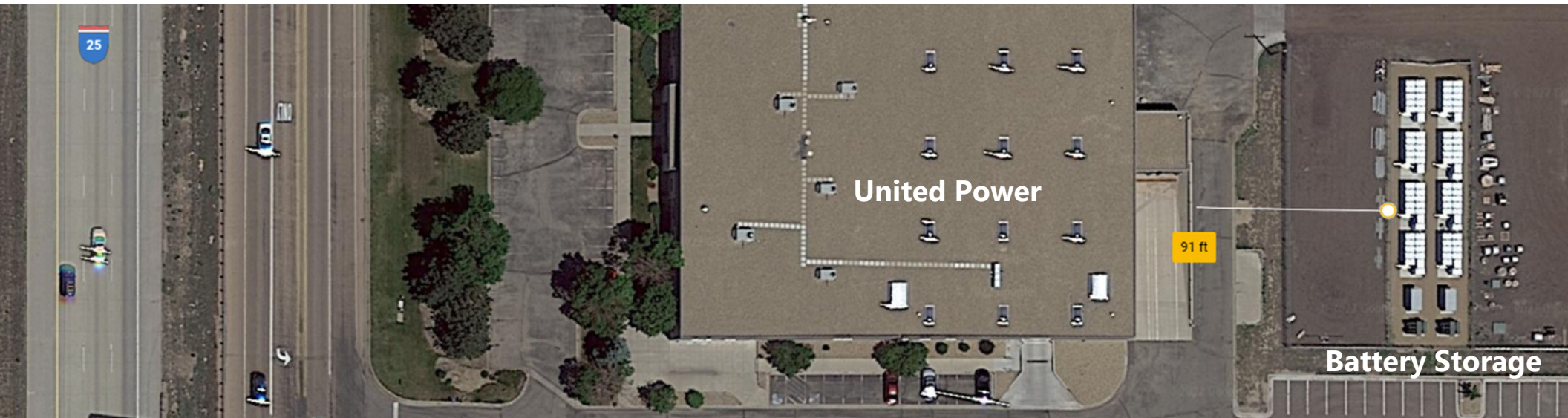


“Add solar power generation to all district facilities.”
- 2019-2024 Strategic Plan



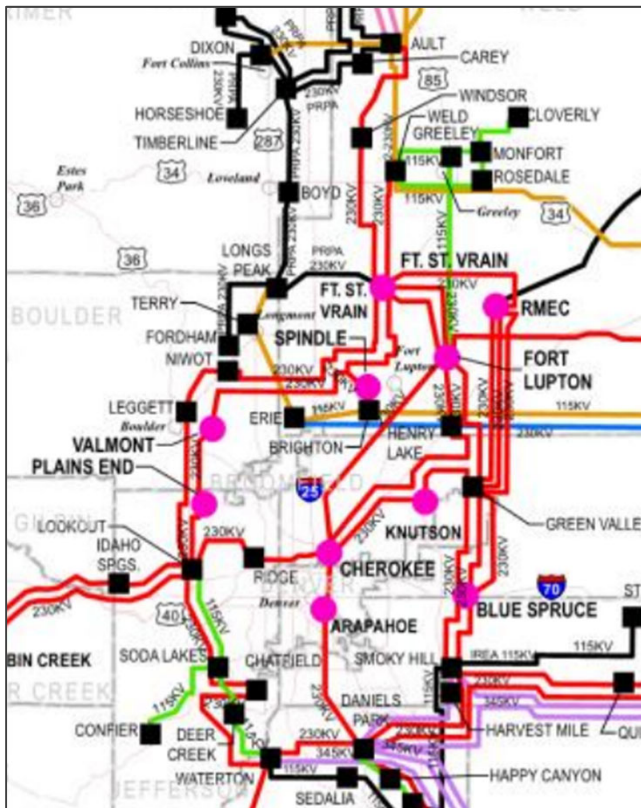
BATTERY STORAGE

- United Power has placed batteries less than 100 feet from their Carbon Valley Service Center.
- Mountain View Fire Rescue already serves battery storage.





OUR SHARED VISION



DIVERSIFY THE LOCAL ECONOMY TO ... INCREASE MEAD'S OVERALL RESILIENCE, AND PREPARE FOR NATURAL HAZARDS SUCH AS FIRES, DROUGHT AND EXTREME WEATHER EVENTS.

Policy 3A: Continue to work with Weld County to build on emergency preparedness efforts to **increase Mead's resilience.**



"United Power is fully supportive of solar-plus-storage projects such as this one being planned in Mead. The cooperative has a long history of championing forward-looking, local power resources..."

- Letter of Support



"Add solar power generation to all district facilities."
- 2019-2024 Strategic Plan



OUR SHARED VISION



PROMOTE THE EFFICIENT MANAGEMENT OF WATER, ENERGY AND WASTE THROUGH A COHESIVE SUSTAINABILITY PROGRAM THAT REPRESENTS THE VALUES OF MEAD

Policy 1C: Improve energy efficiency and **expand the use of renewable energy including solar power.**

Strategy 1C-1. Work with United Power ... to develop and promote programs and codes that encourage ... **access to renewable energy.**

Strategy 1C-3. Work towards the **integration of renewable energy** components into town projects...

Strategy 1C-2. Update the Land Use Code to **streamline the permitting process for the development of renewable energy projects,** similar to Weld County's recently updated regulations.



TOWN COORDINATION EFFORTS

November 10th 2021 – Staff recommend Enyo make a presentation to the Town Trustees at a “visioning workshop” to explore their vision for solar, storage, and locations

December 6, 2021 – Submitted Pre-Application

December 13, 2021 – **Visioning workshop agenda item with Board of Trustees was cancelled**

January 13, 2022 – DRC Meeting- staff provides comments. **Enyo Renewable Energy offers to pay for a solar ordinance. Towns recommends a Conditional Use Application**

February 23 – Enyo shares *Becoming Solar Ready: a Guide for Colorado’s Local Governments*, sample regulations from Severance, Weld County, and Adams County. Requests a meeting on Strategy 2A-2 “Update Mead’s Land Use Code for renewable energy”

February 28 – Director Determination meeting. Town did not want to rezone the entire property to Commercial/Industrial

April 29 – **Town recommends a Comp Plan Amendment from Commercial and Large Lot Residential to Business Park**

May 16 – **Town recommends a PUD rezoning application**

June 13 – Submitted PUD application

August 19 – DRC Comment Review Meeting

September 27 – Resubmittal of PUD

November 2 – 1st Community Meeting organized by Enyo Renewable Energy

November 18 – Resubmittal of PUD

December 14 – Planning Commission recommends a Moratorium until they adopt a solar ordinance

January 18, 2023 – 2nd Community Meeting



SUBSEQUENT PUBLIC HEARINGS AND ADMINISTRATIVE REVIEWS

PUD Overlay

- Green/red light on the need for the zoning overlay
- Comprehensive Plan consistency
- Public benefits
- Impacts on public facilities/services
- Simulations
- Preliminary Landscape Plan

Minor Subdivision Plat

- Grading and Drainage Plan
- Utility Plan
- Landscape Plan
- Open Space Plan
- Traffic Study
- Minerals Report
- Soils Report
- Water Supply Report
- Engineering Plans
- Street Lighting Plan
- Subdivision Improvement Plan

Administrative Site Plan

- Final Grading and Drainage Plan
- Final Utility Plan
- Final Landscape Plan
- Final Open Space Plan
- Final Traffic Study
- Final Soils Report
- Final Erosion Control Study
- Final Engineering Plans
- Final Street Lighting Plan
- Final Building Plan and Elevations



NORTHERN COLORADO COMMUNITIES HAVE ALREADY APPROVED SIMILAR PROJECTS

LOVELAND REPORTER-HERALD New solar farms underway in Weld County

New solar farms underway in Weld County

[f](#) [t](#)



Amy Blunck / Special to the Reporter-Herald

The builders of two new solar farms in Weld County erected a "mock" row of panels, shown in this photo from Oct. 14, at the Skylark Solar facility east of Fort Collins.

Audubon » Central Flyway Colorado Gives Day is December 6. | Help us raise \$50,000! »

Rockies

[Birds](#) | [About Us](#) | [Conservation](#) | [Get Involved](#) | [Blog](#) | [p](#) [Get Updates](#) [Donate](#) 2022 Year-end Video



Habitat Hero

New Solar Garden in Johnstown

Expanding the potential for bird-friendly gardens and solar energy.



The Solinator Garden

Fort Collins

Size: 1 MW
Lifetime Production: 36,122 MWh
Lifetime CO₂e Offset: 25,819 Metric Tons

Agrivoltaics on site: The community solar site for City of Fort Collins bumps up against open space and becomes an extension of habitat for local birds, bugs, and bees through native pollinator plants and grasses. The tall grasses under the panels keep them cooler in hot summer months, which increases production. Research projects commenced, in progress, and in discussion for the property include student and national lab studies to determine benefits to animal welfare, dry crop agrivoltaic yields, soil moisture and carbon capture.



NEIGHBORHOOD COMPATIBILITY

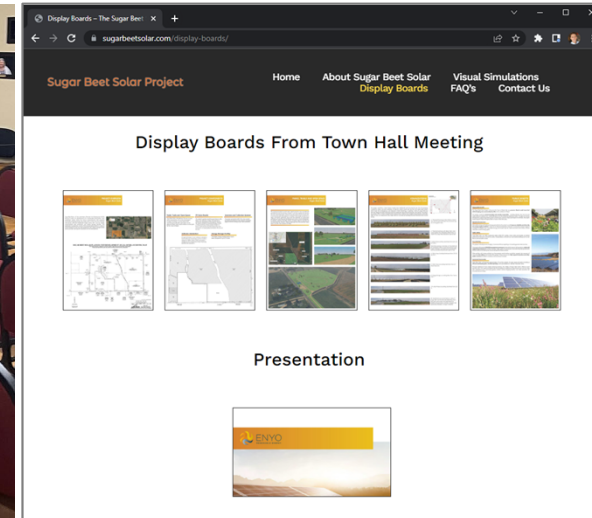
- Quiet and non-polluting
- Minimal traffic after construction
- Eliminates dust, odors, and fertilizers that are common with agricultural production
- Preserves views of the mountains above 10 foot tall panels
- Preserves land for highest and best uses in the future
- Provides attractive landscaping around trails and roads
- Provides recreation space and connects planned trail networks
- Contributes tax revenue to support community services





NEIGHBORHOOD OUTREACH

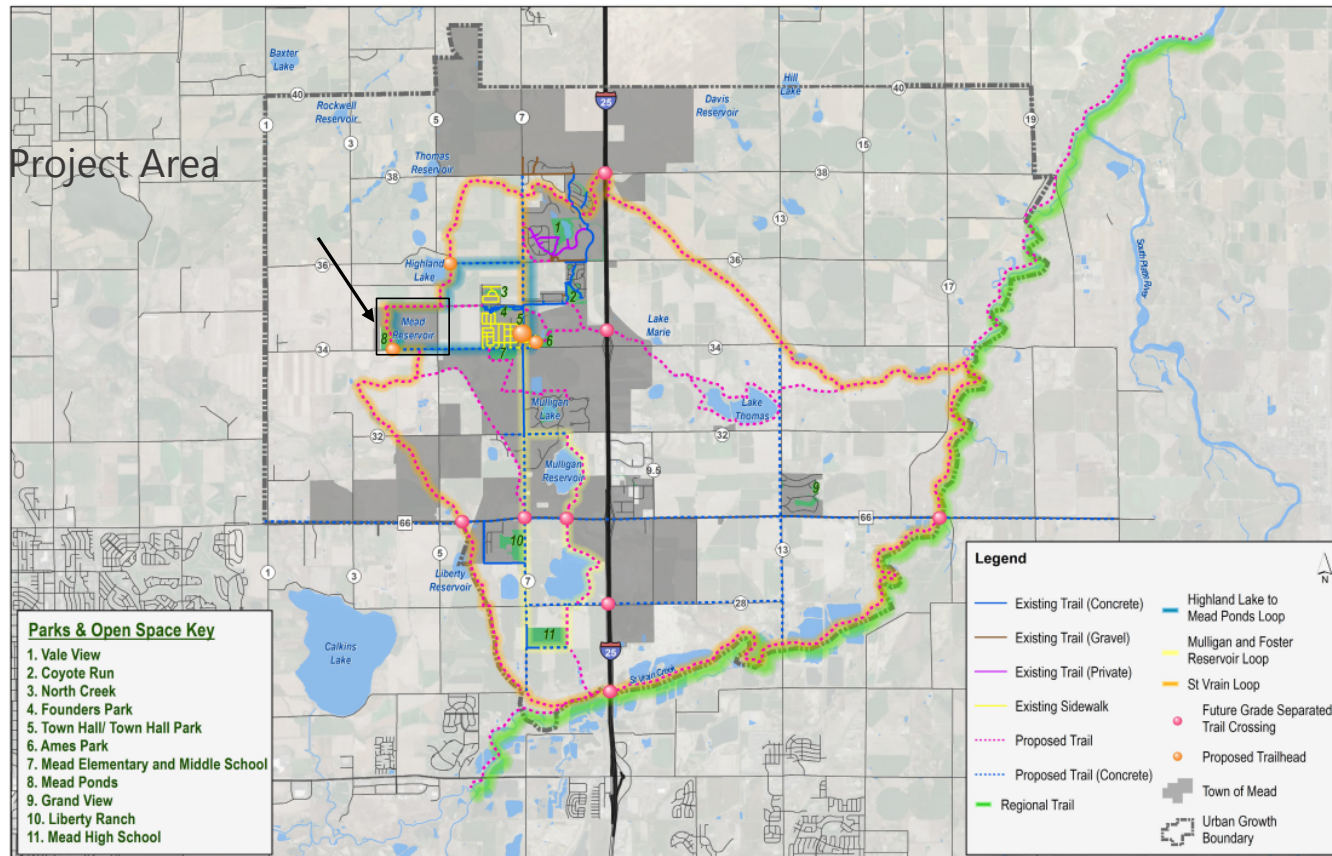
- Project website with key information and contacts
- Two Community Meetings on November 2, 2022 and January 18, 2023
- Four rounds of mailed information and doorhangers Town-wide, as well as to owners within 1,000 feet
- Committed to working with the community to find the right fit for recreational or commercial programming





COMMUNITY AMENITIES

MAP 3. TRAILS



Parks, Trails and Open Space Plan

KEY FEATURES

- 1.6 mile looped path, connecting planned regional networks
- Park dedication adjacent to Mead Ponds
- Commercial Corner dedication at CR 34 / CR 5



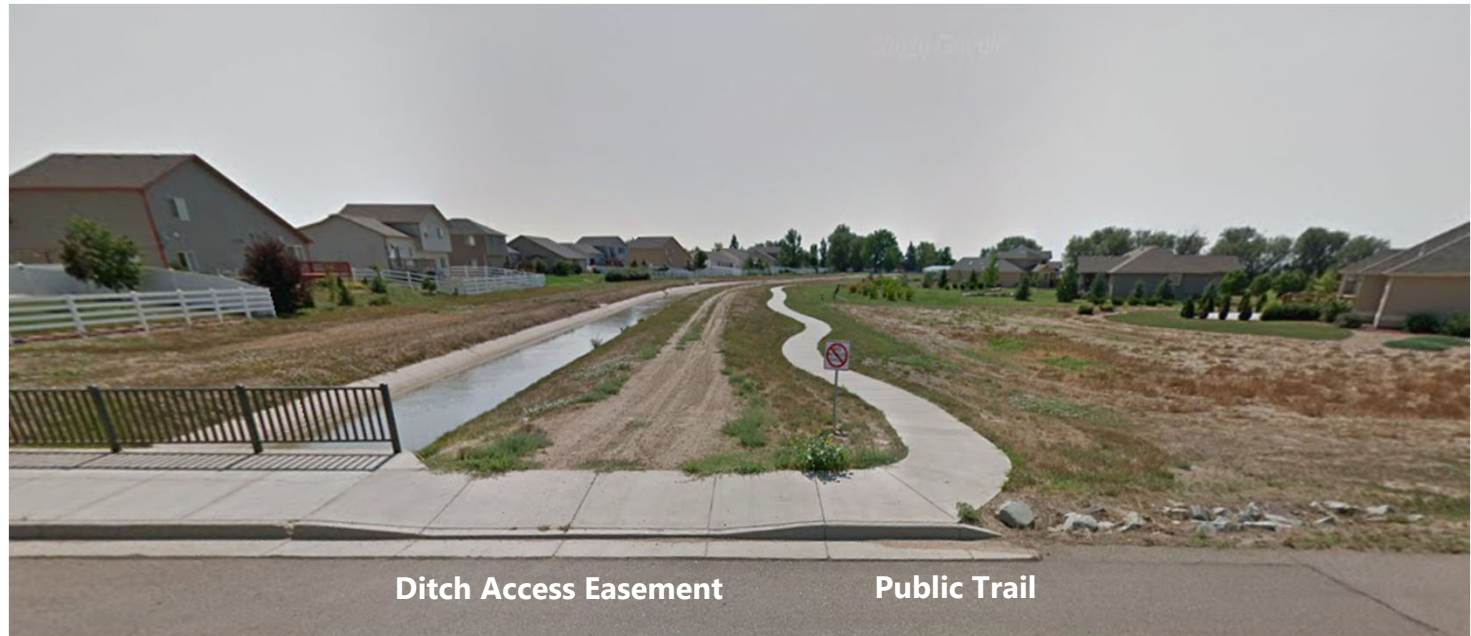
TRAIL SYSTEM

KEY FEATURES

- Respect for ditch company easements



Existing trail along ditch access easement in northeast Mead (Margil Farms / Silver Fox Court)



Ditch Access Easement

Public Trail

Parks, Trails and Open Space Plan



VISUALIZATIONS

LANDSCAPE FEATURES

Landscaped sidewalks per Town standards
Screening along all Rights-of-way per Mead town standards
Secure fencing for project area
Ornamental fencing adjacent to public access areas

Looking Northwest from
C.R. 34 & C.R. 5
*Note: This corner would
be dedicated for future
commercial*



Current Site Conditions



Solar Panel Installation **Landscaping shown per Town standards along the right-of-way*



VISUALIZATIONS

Looking Southwest from
C.R. 5 & C.R. 34 ³/₄



Current Site Conditions



Solar Panel Installation **Screening not shown but would be included per Town standards along the right-of-way*



VISUALIZATIONS

Looking Southwest from
C.R. 5 near C.R. 34 ½



Current Site
Conditions



Potential visual
impact of
residential
development





VISUALIZATIONS

Looking North
from C.R. 34



Current Site Conditions



Substation with screening



HIGHEST AND BEST USE OF PROPERTY: ***RESIDENTIAL OR SOLAR?***

Annexed 14 Years Ago

No Developer Interest in Residential or Commercial

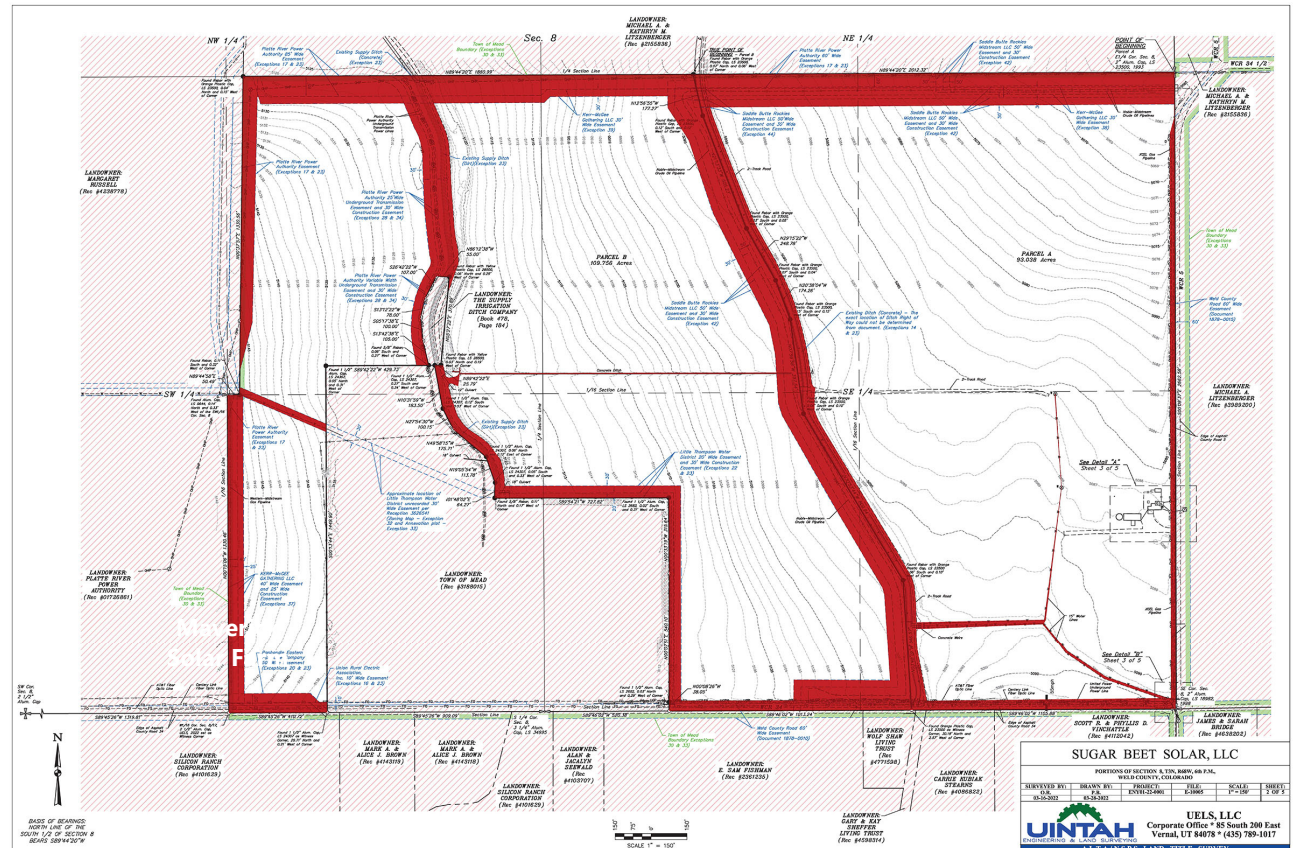
Not served by Town Water, Sewer, Road Infrastructure

Significant Residential Constraints:

- Ditches
- High-voltage electrical transmission
- Underground pipelines
- Surrounded by Public Works Facility, substation, solar infrastructure
- Insufficient water

Town is flush with Housing Projects

Residential and Commercial are more viable 20-30 years from now





TOWN WILL HAVE 10,000 HOMES IN 22-50 YEARS

- **22-50 year buildout** depending on market demand
- Only includes known projects, not future annexations and proposals
- There is **not demand for residential + commercial now** on this property, but these will be viable in 30+ years.
- Ask that the **PUD authorization be reconsidered after 40 years of operation** for redevelopment to an ultimate higher and better use.

Approved/Under Construction	647		
Entitled	1,063		
Under Review	4,693		
Pre-Applications	730	Existing Town Population (2022)	6,500
Pending Projects	768	+ 7,901 X 2.8 per household	22,123
Total New Homes	7,901	Total Population	28,623



FISCAL COMPARISONS

- Sugar Beet would generate short- and long-term sales, use and property taxes and building permit revenues for Mead during construction and over its 40-year operating life.
- Demands on municipal services would be limited.
- Building residential would create demand on municipal services and facilities with revenue shortfalls.

Table 1. Net revenue from the Sugar Beet Project and Residential Development of the Site

	Sugar Beet Project	Residential Development – 343 DUs	Residential Development – 550 DUs
Property taxes thru 2065	\$1,896,166	\$9,975,504	\$15,986,833
Plus: Sales & use taxes during construction	\$3,276,000	\$2,304,000	\$3,694,000
Plus: Development impact fees ¹	\$0	\$4,880,204	\$7,825,400
Less: Projected infrastructure improvement costs	\$0	(\$4,880,204)	(\$7,825,400)
Less: Projected municipal service costs	<u>(\$ 200,000)²</u>	<u>(\$26,243,067)</u>	<u>(\$42,049,617)</u>
Net surplus/shortfall	\$4,972,166	(\$13,963,563)	(\$22,368,784)



SCHOOL DISTRICT AND ECONOMIC BENEFITS

1st year property tax revenue to the Town of Mead = **\$90,068**

\$15 Million over 40 years in total property tax revenue to the Town, schools, libraries, conservation district, and other special districts (longer if the term is extended)

- High Plains Library District: **\$526,128**
- Mountain View Fire Protection District: **\$2,673,756**
- Northern Colorado Water: **\$164,569**
- School District RE1J-Longmont: **\$9,468,983**
- St. Vrain Left Hand Water: **\$231,384**
- Weld County: **\$2,474,792**

\$236,724 would go to schools every year **WITHOUT ADDING TO SCHOOL OVERCROWDING**



Mead High School

Energy Focus & AP Capstone School

“As the coordinator of the Mead Energy Academy, I can say that this project would present **an amazing learning opportunity for our students...** They would have a chance to observe the entire process from start to finish, **providing them a unique experience that not many other students can say they had...**

I am very excited about the opportunity to partner... ”



CRITERIA FOR AMENDMENTS TO THE OFFICIAL ZONING MAP

Section 16-3-160 (e) 6.

Zoning amendments may occur when a property owner requests to change the zoning of a property from one designation to another. The following criteria are used to review a zoning amendment application. **Only one must be satisfied:**

2. To rezone an area or extend the boundary of an existing district because of changed or changing conditions in a particular area or in the Town generally; or
4. The proposed rezoning is necessary to provide land for a community-related use that was not anticipated at the time of the adoption of the Comprehensive Plan, and the rezoning will be consistent with the policies and goals of the Comprehensive Plan; or
5. The area requested for rezoning has changed or is changing to such a degree that it is in the public interest to encourage development or redevelopment of the area; or
6. A rezoning to Planned Unit Development overlay district is requested to encourage innovative and creative design and to promote a mix of land uses in the development.



CURRENT ZONING VS PROPOSED OVERLAY

	CURRENT ZONING	PROPOSED PUD OVERLAY
RESPONSIBLE GROWTH	Residential adds demands for schools, Town services, traffic.	• Preserves Mead's small-town feel while bringing new commercial and community benefits to the residents of Mead. • Environmentally and socially responsible – avoiding ditches; free from air and water pollution; setback from residential areas; and not producing hazardous waste.
RELIABLE INFRASTRUCTURE	Residential does not provide essential infrastructure.	• Essential infrastructure to support growth. • Improves reliability and diversify the energy supply portfolio in the Town of Mead and Northern Colorado. • Supports regional strategies to deploy more renewable energy and would help the State and local communities achieve Colorado's overall energy goals.
PUBLIC SAFETY	Burdens public safety services.	• Fire District is familiar with, currently serves, and is prepared to support Battery Storage. • Sugar Beet Solar can fulfill community needs while NOT putting undue stress and burden on limited government resources such as water, fire, police, transportation, and even our schools, library and recreation center.



CURRENT ZONING VS PROPOSED OVERLAY

	CURRENT ZONING	PROPOSED PUD OVERLAY
FISCAL STABILITY	Residential costs more to serve than the revenue it generates – by tens of millions. Residential available at end of solar's life – the Town "double-dips" with more application fees and revenue.	• Preserves commercial space. • The project is fiscally smart, funding Town services without requiring or increasing Town services. • \$1,896,166 in total property tax revenues to the Town over 40-years • The Town, School District, Fire District, and other tax entities would realize cumulative property tax revenues of more than \$15 million over the life of the project. • Helps support education and other public services provided to residents and businesses in Mead without contributing to the demand for services.
CONNECTED COMMUNITY	Trails and park would be similar	• 17% of the property for use as the town determines including for open space and parks including a 19-acre community park, 1.6-mile trail loop, and road setbacks to maintain mountain views. • Through subsequent Town master planning sessions with Mead Ponds Park, the totality of Sugar Beet Solar's offering could become a 30+ acre regional trailhead with possible dog park, pickleball courts, community gardens, electric vehicle charging stations, and other amenities not currently found in Mead.



QUESTIONS?





1635 Foxtrail Drive
Loveland, Colorado 80538
www.rlipuma.com

(970) 776-3292
Facsimile: (970) 776-3301
rich@rlipuma.com

10/20/2022

Town of Mead
Planning and Zoning Department
Attn: Jason Bradford, Community Development Director
441 Third Street
Mead, CO 80542

Re: Sugar Beet Solar Application for Development

Dear Mr. Bradford:

My name is Richard LiPuma, and I am the manager and legal representative of PK Mead, LLC and PK Chavez, LLC, which own the adjacent lands in the Town of Mead now being considered for development by ENYO Power Partners/Sugar Beet Solar LLC. I began representing the landowners in 2003, so I have been involved with this property for almost twenty years. I thought it might be helpful to share with you some history of the property since my involvement. I would also like to urge you to work in partnership with this solar power developer to allow the project to move forward to completion.

PK Mead and PK Chavez are Colorado limited liability companies originally formed by a long-time resident of Longmont and Berthoud, Karel Prochazka, MD, who formerly worked as an anesthesiologist at Longmont United Hospital. Dr. Prochazka is a dual citizen of the United States and the Czech Republic, and his investor partners, Petr Turek and Nadezda Turkova, are citizens of the Czech Republic. The PK Chavez parcel was previously owned by Mark and Deborah Schell, other longtime residents of the area. The subject lands were originally purchased with the intention of subdividing the property into parcels for single family dwellings. Toward this end, a development plat was prepared by PK Mead in cooperation with the Schells, and our efforts culminated in the formal Annexation Agreement with the Town of Mead dated May 12, 2009. My recollection is that we had good relations with the Town of Mead representatives, and even assisted in identifying property adjacent to ours that was owned by the Town and could be made into a park (it may be used differently today). For our part we have attempted to be excellent stewards of the land and we strive to maintain our good rapport with the Town of Mead.

Jason Bradford
Town of Mead, Planning and Zoning Dept.
October 19, 2022
Page Two

Unfortunately, as you may recall, the economy and especially the housing market suffered a severe downturn after 2008, just as we were proceeding with our development. This economic recession halted our plans. We leased the farm to our tenant farmer, Michael Litzenberger, and he has farmed there ever since that time. PK Chavez purchased the Schell portion of the farm in 2012, then a number of things happened that changed our plans for development. Most notably, Dr. Prochazka became disabled and could no longer practice anesthesiology. He decided to retire to his hometown of Liberec, Czech Republic. For many years, the property was simply operated as a farm. By 2019, with his health further deteriorating, Dr. Prochazka realized that he was not likely to return to Colorado to complete his land development projects, and a decision was made to sell off his properties. All of his other Colorado lands have now been sold—only our Mead farm remains.

In 2019, we first considered the possibility of selling the farm to a solar power producer. We granted a one-year option to JUWI, Inc., but they did not exercise the option. Unfortunately, they were not very communicative, and it is not clear to us whether they actually performed substantial diligence, or just decided for other reasons not to pursue the project. In March 2021, we sold the farm to a residential developer, Trig Point Capital, but again they opted out of the contract, citing unanticipated development costs and the feasibility of developing residential housing where the Highland Ditch runs through the middle of the property, and where there are many oil and gas-related easements. Based on our feedback from Trig Point, we again wished to explore the possibility of developing the parcel for solar energy production.

In October 2021, I began having discussions with Joe Martin, a landman at High West Resources, and he introduced me to Christine Mickell of ENYO Power Partners, who was interested in touring the farm to evaluate the potential for solar power development. Prior to the tour, I performed some additional diligence research, and in discussions with Dr. Prochazka and the other investor partners, we all agreed that we should pursue sale of the farm for solar power production for the following reasons:

- Previous water and energy development, including ditches, underground water pipelines, oil and gas pipelines and other oil & gas production infrastructure present certain difficulties for residential or commercial development on this particular site;

- Solar power is an inexhaustible, renewable and sustainable energy system that does not preclude residential or commercial development in the future, if needed;

- Solar power production is consistent with the State's goal of providing viable energy production with the least amount of environmental degradation, and no emission of greenhouse gasses that could contribute to climate change;

Jason Bradford
Town of Mead, Planning and Zoning Dept.
October 19, 2022
Page Three

-Solar power development would not emit toxic substances or contaminants into the air, land or water; there is no risk of acidifying land or water ecosystems; there is no emission of air or water contaminants that might trigger illnesses, cancer or respiratory diseases like asthma in our neighbors; there would be no waste or contamination of water and other hydrological resources, which are particularly important to our neighbors, like Mr. Litzenberger, who still pursue agriculture in the area;

-We believe solar energy development may also contribute local employment opportunities, and to the extent it contributes to reducing energy imports, it can help create wealth and other economic opportunities; and finally

-Based on our research and discussions, ENYO Power Partners/Sugar Beet Solar has been terrific to work with; they appear to be responsible and have been prompt in addressing any concerns we have raised; we expect them to contribute to the local tax base without unduly burdening the Town or its economy.

The option agreement that we entered into with Sugar Beet Solar on December 2, 2021 should provide adequate time for them to work through the Town of Mead's process. To date, Enyo has been very transparent and forthcoming with information. They have been a good partner and we have been impressed with their plans for the property as well as the efforts they have put forth to partner with the Town of Mead. It is our understanding that they intend to donate almost 17% of the land they are purchasing for open space as well as provide park amenities adjacent to the Mead ponds parcel. They have agreed to operate the solar farm for the next 40 years, leaving the community of Mead and the coming generation with land to develop later in ways that we might not even be able to imagine now.

In my experience, it is unique and notable when a business comes along that looks to partner with the Town with a plan to enhance the community rather than merely squeeze it for every cent. We are eager to see this project permitted, and we believe all parties would benefit. We are somewhat proud that the land we have owned for many years will now be turned into a sustainable use farm, generating clean power for the coming four decades. Please approve the Sugar Beet Solar application. If you have any questions for me, do not hesitate to reach out.

Jason Bradford
Town of Mead, Planning and Zoning Dept.
October 19, 2022
Page Four

Kind Regards,

LiPuma Law Associates, llc


/s/ Richard T. LiPuma

Richard T. LiPuma

/rtl

cc: Jennifer Vecchi, Principal Vecchi & Associates, LLC
Christine Mikell, ENYO Power Partners/Sugar Beet Solar LLC



1635 Foxtrail Drive
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Facsimile: (970) 776-3301
rich@rlripuma.com

November 17, 2022

Town of Mead
Planning and Zoning Department
Attn: Jason Bradford, Community Development Director
441 Third Street
Mead, CO 80542

Re: Sugar Beet Solar Application for Development

Dear Mr. Bradford:

Thank you for hearing me at the Planning Commission Hearing last evening. I understood that the Commissioners requested more information regarding the potential for development of residences and light commercial; and that you were also requesting more time for a more comprehensive study of the financial impacts arising out of Sugar Beet Solar's proposal. I am providing additional information responsive to the Commissioners' request.

First please understand that my clients respectfully disagree that further study would serve the Town in any meaningful way. The hard truth is that development of residences has already been attempted, explored, and was determined to be "not feasible." Therefore, denial of the solar farm proposal would likely lead to a simple "no benefit" outcome for the Town. With the uncertainties of the current economy and rising interests rates, this period of "no benefit" probably would extend for many years. Approval, on the other hand, would provide a clear, immediate, positive benefit (both for the Town and for the larger surrounding community), *and* would preserve all of the benefits the Town hopes to achieve over the longer term. In 20-30 years, when the lifetime of the proposed solar facilities expires, circumstances may be more amenable to further residential and commercial development - the irrigation structures, like Highland Lake Lateral and the Supply Irrigating Ditch, may be converted to efficient underground pipelines by that time; oil and gas production in the area may subside and reduce the needs for existing transmission lines; irrigation water rights may be changed to domestic uses; and the Town will have a better idea of its further development needs.

Town of Mead Planning Commission
Jason Bradford, Community Development Director
November 17, 2022
Page Two

Please share with the Commissioners the attached documents. As I mentioned in my public comment, we did in fact sell this property to a residential developer, Trig Point Capital LLC, in February 2021. The Contract is attached. After performing extensive diligence inquiries, the developer terminated the Contract, and their Notice to Terminate dated June 24, 2021 is also attached. The reason stated by the developer for terminating was "Feasibility of building on site." It was explained to me by the developer, as I attempted to relate last evening, that:

The oil and gas/ pipeline easements make development complicated and the City is sensitive to those easements. They are supportive of up-zoning the density but that comes with access issues which would require another round of re-platting to be sure they accept the site plans presented.

Additionally, the Town apparently advised our previous developer that there was insufficient water supply for a residential development. Given these shortfalls, there is no current possibility for developing this site into residences and/or light commercial. My clients would like to cooperate with the Town, but have no viable options.

Approval of a solar farm for a defined period of 20-30 years, followed by reassessment of development needs would best preserve the Town's rights and benefits, now and in the future. As I have already expressed, the Town has a unique opportunity to work with Sugar Beet Solar, and its affiliate, ENYO Power Partners. They have been diligent, yet flexible, and I cannot think of a better partner for this type of development. Please approve the current proposal.

Kind Regards,

LiPuma Law Associates, llc



Richard T. LiPuma

/rtl

cc: Jennifer Vecchi, Principal Vecchi & Associates, LLC
Christine Mikell, ENYO Power Partners/Sugar Beet Solar LLC



Teal Nipp Employing Broker The Value Add Real Estate
Brokerage teal@seikouhomes.com
Ph: 7209840419

The printed portions of this form, except differentiated additions, have been approved by the Colorado
Real Estate Commission. (NTT44-6-18) (Mandatory 1-19)

**THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT
LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.**

NOTICE TO TERMINATE

Date: 6/24/2021

This Notice terminates the Contract dated 3/24/2021 between **PK Mead, LLC, and PK Chavez, LLC**, (Seller)
and **Trig Point Capital LLC, by Blane Harvey** (Buyer) relating to the sale and purchase of the Property
known as:

16129 County Road 5, Mead, CO 80542 (Contract). Terms used herein shall have the same meaning as in
the Contract.

BUYER'S NOTIFICATION OF UNSATISFACTORY CONDITION.

Buyer notifies Seller that the Contract is terminated (§ 25 Termination) because the following are unsatisfactory
to Buyer:

☐ Assumption Balance (§ 4.6)	☒ Due Diligence Documents, Leases (§ 10.6)
☐ Seller or Private Financing (§ 4.7)	☐ Zoning (§ 10.6) CBS 2, 3, 4
☐ New Loan Review (§ 5.2)	☐ Environmental, ADA Evaluation (§ 10.6) CBS 2, 3, 4
☐ Existing Loan Review (§ 5.4)	☐ Conditional Sale (§ 10.7)
☐ Conventional/Other Appraisal (§ 6.2)	☐ Lead-Based Paint (§ 10.10) CBS 1, 2, CBSF1
☐ Association Documents (§ 7.4)	☐ Methamphetamine Laboratory (§ 10.12) CBS 1, 2, CBSF1
☒ Record Title and Off-Record Title (§ 8.5)	☐ Tenant Estoppel Statements (§ 11.3) CBS 2, 3, 4
☐ New ILC or New Survey (§ 9.3)	☐ Causes of Loss, Insurance (§ 19.1)
☐ Inspection (§ 10.3)	☐ Damage, Inclusions and Service (§ 19.2)
☐ Insurability (§ 10.5)	☐ Condemnation (§ 19.3)
☐ Other:	☐ Short Sale Addendum (SSA38-10-11)
☒ Other: <i>Feasibility of building on site</i>	

SELLER'S NOTIFICATION OF UNSATISFACTORY CONDITION.

Seller notifies Buyer that the Contract is terminated (§ 25 Termination) because the following are unsatisfactory
to Seller:

☐ Seller Financing (§ 4.7)
☐ Credit Information (§ 5.3)
☐ Release of Liability (§ 5.4)
☐ Short Sale Addendum (SSA38-10-11)
☐ Other:

Terminating Party: ☒ Buyer ☐ Seller

28

Trig Point Capital LLC, by Blane Harvey Date: 6/24/2021

Name - Signature of Terminating Party: Trig Point Capital LLC, by Blane Harvey

29

NTT44-6-18. NOTICE TO TERMINATE

CTM eContracts - ©2020 MRI Software LLC - All Rights Reserved

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is made and entered into as of the 24th day of February 2021 (the “**Effective Date**”), by and between **PK Mead, LLC**, a Colorado limited liability company, and **PK Chavez, LLC**, a Colorado limited liability company, (collectively the “**Seller**”), and **Trig Point Capital LLC**, a Colorado limited liability company (the “**Buyer**”).

RECITALS

Buyer desires to purchase and Seller desires to sell the Property (as defined below) on the terms and conditions hereinafter documented.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual undertakings of the parties hereto, it is hereby agreed as follows:

1. **Purchase and Sale.** Subject to the terms and conditions of this Agreement, the Seller shall sell to Buyer, and Buyer shall purchase from the Seller, all of Seller’s right, title and interest in and to, the following:

(a) The land identified generally as 16129 County Road 5, Mead CO 80542, as legally described in **Exhibit A** (the “**Land**”);

(b) All of the rights, easements and appurtenances pertaining to the Land, including any and all of Seller’s interest, if any, to any subsurface rights, water rights, adjacent streets, alleys or rights-of-ways, regardless of whether those rights are defined in the legal description attached hereto in Exhibit A (the “**Related Rights**”);

(c) The improvements, other physical structures and fixtures on the Land (collectively, the “**Improvements**”);

(d) All furniture, fixtures, equipment and inventory located on the Land or within the Improvements and used exclusively in connection with the ownership, use, maintenance or operation of the property, including specifically the items described in **Exhibit B** (collectively, the “**Tangible Personal Property**”);

(e) Seller’s interest under and to the following (the “**Intangible Property**”) (i) Seller’s permits, surveys, engineering reports, architectural plans, including any as built construction plans, soils reports, environmental studies, any licenses or authorizations issued by any governmental authority with jurisdiction over the property. and (ii) any additional water or subsurface rights as attached to the property; and

(f) The Land, the Related Rights, the Improvements, the Tangible Personal, and the Intangible Property are collectively referred to as the “**Property**.”

2. **Purchase Price.** The purchase price for the Property (“**Purchase Price**”) is **Three Million One Hundred Forty Thousand and No/100 Dollars (\$3,140,000.00)**, which shall be paid in cash or by wire transfer of available funds at Closing, against which the Escrow Deposit shall be applied, subject to the adjustments specifically provided for in this Agreement. The Purchase Price will be allocated among the Land and Improvements, Tangible Personal Property and Intangible Property as agreed by Buyer and Seller prior to the expiration of the Examination

Period. If Buyer and Seller are unable to agree on the allocation of the Purchase Price as of the expiration of the Examination Period, buyer may terminate the contract without penalty and the Escrow Deposit will be returned to Buyer and neither party hereto shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement.

3. **Escrow Deposit.** Within four (4) business days after the Effective Date, Buyer shall deposit the sum of Twenty-five Thousand and No/100 Dollars (\$25,000.00) (which amount, together with all interest thereon (hereinafter the “**Escrow Deposit**”) with Land Title Guarantee Company, which company, in its capacity as escrow holder hereunder, is called “**Escrow Agent.**” The Escrow Deposit shall be delivered to Escrow Agent by wire transfer of immediately available federal funds or by bank or cashier’s check. Such amount shall be placed by Escrow Agent in an insured, interest bearing account and held by Escrow Agent as a deposit against the Purchase Price in accordance with the terms and provisions of this Agreement and credited against the Purchase Price at Closing. If Closing does not occur in accordance with the terms hereof, the Escrow Deposit shall be held and disbursed by Escrow Agent only as provided in this Agreement. In such case, this Agreement will terminate, the Escrow Deposit will be returned to Buyer and neither party hereto shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement.

4. **Due Diligence.**

(a) Seller shall deliver to Purchaser, within three (5) business days of the Effective Date the due diligence items listed on Exhibit C, to the extent the same are in the possession or control of Seller (the “**Seller Deliverables**” and together with all other information regarding the Property made available to Buyer by Seller, hereinafter collectively referred to as the “**Due Diligence**”).

(b) Buyer and Buyer’s authorized agents, employees, consultants, contractors and representatives shall have ninety (90) days from the Effective Date (the “**Examination Period**”) to review all matters pertaining to the Property, including all Due Diligence (defined below). Buyer shall have the right to terminate this Agreement for any reason or no reason at all on or prior to the expiration of the Examination Period by providing written notice thereof to Seller.

(c) Buyer and Buyer’s authorized agents, employees, consultants, contractors and representatives shall be authorized, upon a Twenty-Four (24) hour notice to Seller during the Examination Period, to enter upon the Property and to perform, at Buyer’s expense, such economic, surveying, engineering, topographic, environmental, marketing, and other tests, studies, inspections and investigations as Buyer may deem appropriate (including, without limitation, physical inspections of all Improvements, surveys, engineering tests, economic feasibility studies, soils, seismic and geologic reports and environmental testing and appraisals) with respect to the Property.

(d) Buyer is liable for all damage or injury to any person or property resulting from, relating to, or arising out of Buyer’s activities on the Property whether due to the acts of Buyer or any person acting by or on behalf of Buyer, but excluding the negligence or willful misconduct of Seller, and Buyer must keep the Property free and clear of any liens arising from work performed on behalf of Buyer in connection with its inspection activities. Buyer shall indemnify, defend and hold Seller harmless from and against any and all claims, costs, damages, liabilities, losses, expenses, or liens of any kind (including, without limitation, reasonable attorney’s fees) incurred by Seller directly resulting or arising out of or due to the activities of Buyer or its agents, consultants or contractors, from any

entry on the Property by Buyer or any of Buyer's agents in the course of performing the inspections, testing or inquiries provided for in this Agreement. The foregoing indemnity shall survive the termination of this Agreement.

(e) Title and Survey.

(i) Title Commitment. Within seven (10) days after the Effective Date, Seller shall cause Land Title Guarantee Company (which company, in its capacity as title insurer hereunder, is herein called the "**Title Company**") to deliver to Buyer, via hard copy or electronic format: (a) a current commitment for title insurance on the current form of ALTA Owners Policy (hereinafter, the "**Title Commitment**"), (b) legible copies of all documents listed as exceptions in the Title Commitment, and (c) a current certificate of taxes due (collectively, the "**Title Documents**"). Seller will use commercially reasonable efforts to have the so-called "standard printed exceptions" deleted from the Title Commitment, at Seller's expense, provided that Buyer delivers any updated Survey to the Title Company. Seller will deliver or cause the Title Company to deliver to Buyer, promptly after the Closing, an owner's title insurance policy issued by the Title Company insuring Buyer's title to the Property consistent with the Title Commitment (the "**Title Policy**"), subject only to the Permitted Exceptions (as defined below). Seller will pay the standard premium for such Title Policy at Closing including any additional premiums for extended coverage.

(ii) Survey. Seller will cause to be delivered to Buyer any ALTA/ACSM Survey of the Land and Improvements in Seller's possession (the "**Survey**"). Buyer may, at Buyer's cost, cause the Survey to be updated and certified to Buyer and the Title Company and such other parties as Buyer may reasonably request. If no survey exists, buyer shall have the right to perform a survey during the examination period.

(iii) Title and Survey Objections. Buyer shall notify Seller in writing not later than five (5) business days prior to the expiration of the Examination Period (the "**Title Objection Deadline**") of any encumbrances, restrictions, easements or other matters contained in the Title Commitment or the Survey (collectively, the "**Exceptions**") to which Buyer objects. Any Exceptions to which Buyer does not object to in writing on or before the Title Objection Deadline shall be deemed accepted by Buyer. In the event Buyer notifies Seller of objections to any Exceptions in writing on or before the Title Objection Deadline, Seller shall have the obligation to notify Buyer in writing not later than one (1) business day prior to the end of the Examination Period following Seller's receipt of Buyer's notice of objections ("**Seller's Title Election Period**"), (A) which Exceptions Seller will remove at Closing, (B) which Exceptions the Title Company has agreed to insure over in the Title Policy to be issued at Closing (together with the proposed form of endorsement), and (C) which Exceptions will not be removed or insured over. If Seller fails to give Buyer written notice of such election before the end of Seller's Title Election Period, Seller shall be deemed to have elected not to attempt to remove the Exceptions to which Buyer objects.

(iv) Buyer Remedy. On or before expiration of the Examination Period, in the event Seller has not agreed to remove all Exceptions to which Buyer objects, then Buyer shall have the right to elect one, but not both, of the following options, which election must in each case be made within the time period provided below: (x) to accept a conveyance of the Property subject to the Permitted Exceptions, including any Exceptions objected to by Buyer which Seller is unwilling or unable to cure or Exceptions the Title Company has not agreed to insure over, and without reduction of the Purchase Price; or (y) to terminate this Agreement by sending written notice thereof to Seller, and upon delivery of such notice of termination, this Agreement shall terminate and the Escrow Deposit

shall be returned to Buyer, and thereafter neither party hereto shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement.

(v) Permitted Exceptions. Title to the Land conveyed to Buyer at Closing shall be subject to the following matters which shall be collectively referred to as "**Permitted Exceptions**": (A) any items contained in the Title Commitment to which Buyer does not object to on or before the Title Objection Deadline in accordance with Sections 4(e)(iii) above, (B) the lien to secure taxes and assessments not yet due and payable as of the date of Closing, subject to adjustment as herein provided, (C) such state of facts as may be shown on a survey or site plan for the Property, except to the extent Seller agrees to cure any such matters pursuant to Section 4(e)(iii) hereof, and (D) matters affecting title created by, on behalf of, or with the consent of Buyer.

(vi) Monetary Encumbrances. Notwithstanding the foregoing provisions of this Section 4(e), Seller shall be obligated to cause any mortgages/deeds of trust or similar liens, other monetary liens, mechanic's liens or judgment liens, regulatory agreement, or fine and penalty assessed for violation of building or other codes or any other matter that arose as a result of a payment obligation of Seller that encumbers the Land or Improvements to be removed as exceptions to the Title Policy on or before the Closing Date. Seller may use the Purchase Price to effectuate such release concurrently with the Closing. Such actions shall include obtaining a payoff letter at or prior to Closing and leaving a portion of the Purchase Price in escrow to satisfy any of the foregoing liens.

(f) Service Contracts. Buyer shall notify Seller in writing not later than five (5) business days prior to the expiration of the Examination Period of any contracts or agreements pertaining to the Property which Buyer desires to assume at Closing, and which, by its express terms, may be assumed at the Closing (the "**Approved Contracts**"). Seller shall have until one (1) business day prior to the expiration of the Examination Period to notify Buyer, in writing, of its agreement to lawfully assign such Approved Contracts. All other Service Contracts (the "**Disapproved Contracts**") will be terminated by Seller effective on or before the Closing. Seller shall assign its rights and interests under the Approved Contracts to Buyer at the Closing pursuant to the Bill of Sale and General Assignment and Assumption in substantially the form attached hereto as Exhibit E and made a part hereof.

5. Financing Contingency; Termination. Buyer shall have 30 days after the expiration of the Examination Period, to terminate this Agreement if Buyer is not able to secure acquisition financing on terms acceptable to Buyer. In such event, Buyer shall give written notice of such termination to Seller and Escrow Agent. Upon such termination, the Escrow Deposit shall be refunded to the Buyer and no party shall have any further rights, duties, obligations or liabilities under this Agreement except those which expressly survive termination of this Agreement. If Buyer fails to timely notify the Seller and Escrow Agent that it no longer intends to acquire the Property within the time period, Buyer shall be deemed to have waived its right to terminate pursuant to this Section 4(g) and to have elected to move forward with the purchase of the Property subject to the terms of this Agreement. Notwithstanding the foregoing, Buyer shall have the one (1) time right to extend the time for Close of Escrow by thirty (30) days by making an additional deposit to Seller in the amount of Ten Thousand Dollars (\$10,000.00). Said sum will be applicable to the Purchase Price herein; however, shall be non-refundable to Buyer except in the event of Seller's default.

6. Representations and Warranties.

(a) Representations, Warranties, and Covenants of Seller. Except as set forth in this Agreement, and subject to Buyer's knowledge, Seller hereby warrants and represents and

covenants to Buyer (collectively, "**Seller Representations**") the following statements are true on the date of this Agreement and shall be true and correct on the Closing Date:

(i) Seller is duly organized, validly existing and in good standing under the laws of the state of its formation. Seller is duly authorized and qualified to do business in the state where the Property is located. Seller has the right and authority to enter into this Agreement and to transfer the Property pursuant to this Agreement. The person signing this Agreement on behalf of Seller is authorized to do so. This Agreement has been duly authorized, executed and delivered by Seller, is a valid and binding obligation of Seller and is enforceable against Seller in accordance with its terms.

(ii) No condemnation proceedings are pending against the Property, nor has any written notice from a governmental authority threatening condemnation been received.

(iii) Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986.56

(iv) Seller's Federal Tax Identification Number is [insert number in numbers].

(v) Seller is solvent and has not filed for itself any petition under Federal bankruptcy law or any Federal or state insolvency laws.

(vi) Seller is not acting directly for or on behalf of any party that is prohibited from engaging in this transaction due to any United States government embargos, sanctions, or terrorism or money laundering laws, including, without limitation, due to such party being (1) subject to United States government embargos or sanctions, (2) in violation of terrorism or money laundering laws, or (3) listed on a published United States government list (e.g., Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control) or other lists of similar import.

(vii) All persons or entities presently employed or retained in connection with the operation and maintenance of the Property, if any, are employed or retained by the Seller, and, unless otherwise directed by Buyer in writing prior to Closing, shall be terminated as of the day prior to the Closing Date. No proration of management fees, salaries or benefits shall be made with respect to Seller's property management agent or any of such employees.

(viii) There are no pending real estate tax valuation contests or real estate tax appeals made by or on behalf of Seller.

(ix) No consent, waiver, approval, or authorization of, or filing, registration, or qualification with, or notice to, any Governmental Authorities or any other entity or person (including without limitation, its directors or shareholders if Seller is a corporation, or its partners, if Seller is a partnership) is required to be made, obtained, or given by Seller in connection with the execution, delivery, and performance of this Contract, except such consent, waiver, approval, authorization, filing, registration or qualification which has been made, obtained or given. The joinder of no entity or person other than Seller will be necessary to convey the Property fully and completely to Purchaser upon Closing.

(x) There are no unsatisfied mechanics' or materialmen's lien rights concerning the Property.

(xi) There is no action, suit, proceeding or claim affecting the Property or any portion thereof, or affecting Seller and relating to or arising out of any leases or the ownership, operation, use or occupancy of the Property pending or being prosecuted before or by any Governmental Authorities nor, to the best of Seller's knowledge, is any such action, suit, proceeding or claim threatened or being asserted.

(xii) There are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relief laws contemplated or filed by Seller or pending against Seller or the Property.

(xiii) To the best of Seller's knowledge, the Property, and its use and operation, are in compliance with applicable building codes, environmental, zoning, subdivision and land use laws, and other federal, state and local laws, rules, regulations and ordinances. Seller has not received any notices from any Governmental Authorities or private citizen pertaining to any violation of any such law, rule, regulation or ordinance, and, to Seller's knowledge, no such notices are pending or threatened. Seller has produced or otherwise made available to Purchaser all of the Seller Disclosures, and there are no other documents or information included within the definition of Seller Disclosures that have not been provided to the Purchaser. To Seller's knowledge, none of the Seller Disclosures contains any untrue statement of a material fact or omits to state a fact necessary to make the statement of fact contained therein not misleading in any material respect.

(xiv) To the best of Seller's knowledge, all information and documents provided to Purchaser in connection with this contract, including, without limitation, all disclosures, reports, leases, estoppel certificates, rent roll, operating statements, and the other agreements are true, correct and complete in all material respects.

(xv) Seller, and to its knowledge Tenant, has not caused any generation, location, storage, or release upon, under or about the Property of any hazardous materials in violation of applicable environmental law; (b) with respect to Seller's ownership and operation, the Property is, and has been for the past five (5) years, in compliance with all applicable environmental laws and/or environmental permits; (c) Seller has not received, and to its knowledge Tenant has not received, any written claim or notice of potential responsibility or liability alleging that Seller (or Tenant) is or should be liable under any environmental law or to any person, including without limitation those based upon (i) the environmental condition of the Property, (ii) the release or threatened release of any pollutant, hazardous waste or hazardous substance at or from the Property, and/or (iii) the handling, storage, treatment and/or disposal of any substance, material, or product on the Property; (d) Seller, and to its knowledge Tenant, is not conducting, completing or performing any cleanup, remediation or corrective action on the Property to address a release of any hazardous substances; (e) to Seller's knowledge there have been no releases of hazardous materials from any adjacent or adjoining properties that have impacted or migrated on, under or through the Real Property; and (f) to Seller's knowledge there are no polychlorinated biphenyls, radioactive materials, lead, asbestos-containing material, per- and polyfluoroalkyl substances, incinerator, sump, surface impoundment, lagoon, landfill, septic, wastewater treatment or other disposal system or underground storage tank (active or inactive) present at, on or under the Property.

(b) Representations, Warranties and Covenants of Buyer. Buyer hereby represents, warrants and covenants to Seller the following statements are true on the date of this Agreement and shall be true and correct on the Closing Date:

(i) Buyer is duly organized and validly exists under the laws of the state of its formation, and, at Closing, shall be qualified to do business in the state in which the Property is located. Buyer has the right and authority to enter into this Agreement. The person signing this

Agreement on behalf of Buyer is authorized to do so. The execution and delivery of this Agreement or any other document in connection with the transactions contemplated by this Agreement will not violate any provision of Buyer's organizational documents or of any regulations or laws to or by which Buyer is bound. This Agreement has been duly authorized, executed and delivered by Buyer, is a valid and binding obligation of Buyer and is enforceable against Buyer in accordance with its terms.

(ii) Buyer is not a person with whom Seller is prohibited from engaging in this transaction due to any United States government embargos, sanctions, or terrorism or money laundering laws, including, without limitation, due to Buyer or any party that has ownership in or control over Buyer being (1) subject to United States government embargos or sanctions, (2) in violation of terrorism or money laundering laws, or (3) listed on a published United States government list (e.g., Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control) or other lists of similar import.

(c) Limitations. The representations and warranties of Seller and Buyer set forth in Sections 5(a) and 5(b), respectively, shall survive the Closing for a period of twelve (12) months.

(d) Seller's Covenants. Seller covenants with Buyer, from the Effective Date until the Closing or earlier termination of this Agreement, as follows:

(i) Operation of Property. Seller shall operate and maintain the Property in a manner generally consistent with the manner in which Seller has operated and maintained the Property prior to the Effective Date, ordinary wear and tear, casualty and condemnation excepted.

(ii) Execution of New Contracts. After the Effective Date, Seller shall not, without Buyer's prior written consent in each instance, enter into, extend or renew any contract or agreement that will be an obligation affecting the Property or binding on Buyer after the Closing and which is not terminable upon ninety (90) days' notice or less, without the consent of Buyer which shall not be unreasonably withheld, conditioned or delayed. Any new service contract entered into by Seller shall constitute a "**Service Contract**", respectively, for purposes of this Agreement.

7. Closing Conditions.

(a) Buyer's obligation to consummate the transactions contemplated by this Agreement are conditioned upon fulfillment of the following conditions, each of which may be waived by the Buyer in writing:

(i) Representations and Warranties. Except as otherwise disclosed to Buyer, all of Seller's Representations shall be true and correct in all material respects, as of Closing.

(ii) No Breach. Seller shall have performed in all material respects its obligations contained in this Agreement required to be performed on or prior to the Closing Date.

(iii) Title Insurance. Subject to Buyer's satisfaction of any Buyer requirements in connection with such issuance, the Title Company shall be prepared to issue to Buyer at Closing the Title Policy, dated the date of Closing, insuring Buyer's title subject to the Permitted Exceptions.

(iv) Condition of Property. Seller shall deliver the Property in the same manner and condition as prior hereto pursuant to its normal course of business, subject to reasonable wear and tear and further subject to destruction by casualty and taking by eminent domain in accordance with Section 10 below.

If all of or any of the above conditions are not satisfied as of Closing, Buyer shall have the right, at its option to: (a) to waive such condition(s) and proceed to Closing, (b) to terminate this Agreement whereupon the Escrow Deposit shall be refunded to Buyer, and thereafter neither party shall have any further obligation hereunder.

(b) Seller's obligation to proceed to Closing is conditioned upon the satisfaction of the following conditions, provided that Seller may, in its sole discretion, elect to waive any such condition in writing:

(i) Buyer's Representations. All of Buyer's representations and warranties made shall be true and correct in all material respects as of Closing.

(ii) No Prohibition. As of Closing, there shall be no prohibition on Seller paying or prepaying any debt related to the Property and no consent or approval by any lender, governmental authority or any other person or entity required which has not been obtained.

(iii) No Breach. Buyer shall have performed in all material respects its obligations contained in this Agreement required to be performed on or prior to the Closing Date.

8. Closing.

(a) Closing Date. The purchase and sale contemplated herein shall close (the "Closing") by the mutual exchange of documents through Escrow Agent on the date that is on or before sixty (60) days following the Examination Period (the "Closing Date").

(b) Prorations; Adjustments. All income and operating expenses (other than for debt service, insurance premiums, or compensation, benefits or, commissions and fees due, accruing, deferred or outstanding to any employee or under any property management or, affiliate agreements, and/or commission agreements, and costs and expenses for any improvements to the Property contracted for and/or performed prior to Closing, all of which shall be paid by Seller at Closing), shall be prorated (utilizing the actual number of days remaining in such month or year, as applicable) by Buyer and Seller as of 11:59 p.m. MST on the day of the Closing Date (i.e., Seller is entitled to the income and responsible for the expenses on the day of Closing), as follows:

(i) General, special, ad valorem, personal property, and other property taxes and assessments imposed by any governmental authority and any association assessments, fees and dues (collectively, the "Taxes") for the then-current calendar year should be prorated as of the Closing based on the most recent mill levy and assessed valuation, which proration shall be final. If any Taxes for the current tax year (or any prior year) have not been paid before Closing, then Seller shall be charged at Closing (and Buyer shall receive a corresponding credit at Closing) an amount equal to that portion of such taxes, assessments and fees which relates to the period prior to the Closing, and Buyer shall be responsible for the payment of that portion of such taxes, assessments and fees which relate to the period commencing on the Closing Date and continuing thereafter.

(ii) All utility bills for the Property shall be prorated. Final meter readings on all utilities charged to the Property shall be made as of the day preceding the Closing Date. Seller shall arrange for and shall pay for final billings of utilities to the day preceding the Closing Date, and Buyer shall be responsible for utilities used on or after the Closing Date.

(iii) All payments required under those Approved Contracts to be assumed

by Buyer shall be prorated.

(iv) Any other operating expenses or other items pertaining to the Property which are customarily prorated between a purchaser and a seller in comparable commercial transactions in the area in which the Property is located shall be prorated according to local custom.

(c) Closing Costs. Seller shall be charged the following amounts at Closing: (i) the cost of the Title Policy to be issued by the Title Company in the amount of the Purchase Price, including ALTA Extended Coverage, (ii) one-half (1/2) of the escrow fee, and (iii) the cost to remove any monetary encumbrances from the Title Policy (not caused by Buyer) and associated recording costs. (iv) the cost of all transfer taxes owed to any state, county or city taxing authority or instrumentality (v) the cost of any associated water transfer fees which shall be limited to a total cost of \$1500 with any excess costs being a cost to the buyer. Buyer shall be charged the following amounts at Closing: (i) one-half (1/2) of the escrow fee, (ii) the cost of all recording fees owed in connection with the recordation of the Deed and any other Closing documents (other than the cost to record any satisfactions with respect to monetary encumbrances, which recording costs shall be paid by Seller), and (iii) the cost for an updated ALTA Survey if applicable. Seller and Buyer shall each be responsible for the legal fees and expenses incurred by their respective counsel. The provisions of this Section 7(c) shall survive the termination of this Agreement and the Closing.

(d) Closing Documents.

(i) Seller's Closing Documents. As part of the Closing, Seller will deliver to the Escrow Agent:

(a) a duly executed Special Warranty Deed conveying fee simple title (the "**Deed**") in substantially the form attached as Exhibit D; If Buyer is to receive any rights to water including, but not limited to, subsurface water interests, Well Rights, Water Stock Certificates, ditch rights or Water and Sewer Taps, Seller agrees to convey such rights to Buyer by executing an additional form of special warranty deed at Closing.

(b) two (2) duly executed counterparts of a Bill of Sale and General Assignment and Assumption in substantially the form attached as Exhibit E ("**Bill of Sale and Assignment**"); agreement if applicable

(c) such evidence as the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Seller;

(d) an affidavit duly executed by Seller and in customary form that Seller is not a foreign person within the meaning of Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act;

(e) a title insurance affidavit as is customarily required by the Title Company, duly executed by Seller, in the form and content satisfactory to Seller and the Title Company and sufficient to allow the Title Company to remove the standard exceptions from the Title Commitment;

(f) an executed settlement statement setting forth the amounts paid by or on behalf of or credited to Buyer and Seller;

(g) a valid and effective pay-off statement for any and all mortgages and other similar liens on the Property; and

(h) such other documents, instruments or writings reasonably required to consummate the transactions contemplated herein.

At the Closing, Seller also shall deliver to Buyer: (A) originals, or copies if originals are not available, of the Approved Contracts assumed by Buyer at Closing and all licenses and permits, if any, in Seller's possession, together with property files and records which are in Seller's possession (provided that Seller may retain copies of any such files and documents as it deems necessary); and (B) possession and occupancy of the Property subject to the Permitted Exceptions.

(ii) Buyer's Closing Documents. As part of the Closing, Buyer will deliver the following to the Escrow Agent:

(a) good federal funds in an amount equal to the Purchase Price, less the Escrow Deposit (which shall be delivered by Escrow Agent to Seller at Closing) and plus or minus prorations and adjustments as provided for herein;

(b) two (2) duly executed counterparts of the Bill of Sale and Assignment;

(c) two (2) duly executed counterparts of the non-compete agreement;

(d) such evidence as the Seller or the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Buyer;

(e) an executed settlement statement setting forth the amount paid by or on behalf of or credited to Buyer and Seller; and

(f) all other documents, instruments or writings which may be reasonably required to consummate the transactions contemplated herein.

9. Escrow Agent. This paragraph sets forth all of the responsibilities of the Escrow Agent pursuant to this Agreement, and the parties agree that such duties are ministerial in nature. However, Escrow Agent's signature hereon shall not be a prerequisite to the binding nature of this Agreement on Buyer and Seller. Escrow Agent is expressly authorized to rely upon a notice delivered to it by Buyer and Seller without any duty to investigate the sufficiency, manner of execution, or validity of any such notice. Escrow Agent shall not be required to determine whether or not the terms and conditions of this Agreement have been complied with by the parties. Escrow Agent shall not at any time be held liable for actions taken or omitted to be taken in good faith and without gross negligence. Escrow Agent is hereby relieved of all liability under this Agreement except for fraud, gross negligence, or willful misconduct. The parties agree to save and hold Escrow Agent harmless from any loss and from any claims or demands arising out of its actions hereunder and hereby agree to indemnify Escrow Agent from any claims or demands for losses arising out of its activities hereunder, including without limitation, court costs, reasonable attorney's fees, and expenses. The Escrow Agent may be removed at any time by an instrument or concurrent instruments in writing delivered to the Escrow Agent signed by Buyer and Seller.

10. **Casualty and Condemnation.** Seller agrees to keep its customary property and casualty insurance covering the Property in effect until the Closing and shall promptly notify Buyer of any casualty or condemnation action or proceeding. If between the Effective Date and the Closing the Improvements on the Property are destroyed or damaged, in whole or in part, or if condemnation proceedings are commenced against all or a portion of the Property, Buyer may (i) terminate this Agreement or (ii) elect to accept the Property in its then condition, in which event Seller will assign to Buyer at Closing all proceeds of insurance and/or condemnation awards payable to Seller by reason of such damage or condemnation. Unless Buyer has terminated this Agreement, Seller shall not settle insurance claims or condemnation awards prior to Closing without Buyer's express written consent, which shall not be unreasonably withheld, denied, conditioned or delayed.

11. **Miscellaneous.**

(a) **Notices.** All notices required or permitted hereunder must be in writing and shall be served on the parties at the following address:

As to Buyer: Trig Point Capital
PO Box 103431, Denver CO 80210
Attn: Blane Harvey
Phone: (303)667_-1074____
Email: blane.harvey@gmail.com

As to Seller: Pk Chavez LLC
1635 Foxtrail Dr. Loveland, CO 80538
Attn: _____
Phone: (____)_____
Email: _____

Pk Mead LLC
1521 Diamond Wall Drive Berthoud, CO 80513
Attn: _____
Phone: (____)_____
Email: _____

With a copy to: Blane Harvey
2650 S Vine Street
Denver, CO 80210
Phone: (303) 667 1074
Email: blane.harvey@gmail.com

As to Escrow Agent: Land Title Guarantee Co.
3033 East First Avenue,
Suite 600
Denver, CO 80206
Attn: Kelley Hanlon
Phone: 303.331.6271 x6271
Email: khanlon@ltgc.com

Any such notices may be sent by: (a) certified mail, return receipt requested, in which case notice will be deemed delivered three (3) business days after deposit, postage prepaid in the U.S. mail; or (b) a nationally recognized overnight courier, in which case notice will be deemed delivered on the date deposited with such overnight courier; or (c) email transmission, in which case notice will be deemed delivered upon electronic verification that transmission to recipient was completed; or (d) personal delivery. Rejection or refusal to accept or the inability to deliver because of change of address of which no notice was given shall be deemed to be received as of the date such notice was deposited in the mail, delivered to the courier or sent via electronic form. All notices must be sent to each party in the same manner and at the same time. The above addresses may be changed by notice to the other party; provided that no notice of a change of address will be effective until actual receipt of such notice. Notice to an attorney for a party shall be deemed sufficient and proper notice to the party represented by such attorney.

(b) Parties Bound; Governing Law. This Agreement is binding upon and shall inure to the benefit of the respective legal representatives, successors, assigns, heirs, and devisees of the parties. This Agreement shall be governed by and interpreted in accordance with the substantive, internal laws of the state where the Property is located without giving effect to conflict of laws principles thereof, and shall not be construed strictly against the drafter thereof.

(c) Assignment. Prior to Closing, Buyer shall have the right to assign this Agreement to an entity controlled by, controlling or under common control with Buyer, provided that Buyer delivers to Seller no later than two (2) days prior to the Closing Date a written assignment and assumption agreement under which the assignee assumes all of Buyer's obligations under this Agreement.

(d) Remedies for Non-Performance; Attorneys' Fees.

(i) In the event any of the following occur which has not been cured within ten (10) days after Buyer's written notice thereof to Seller: (A) the transaction herein provided shall not Close by reason of a default by Seller under this Agreement (but only to the extent such breach or default is not due to a default or breach by Buyer), or (B) a default by Seller, in a material respect, of any of Seller's covenants or obligations under this Agreement, then Buyer may as Buyer's sole and exclusive remedies elect one of the following: (i) complete the Closing hereunder, thereby waiving such default and any right to terminate this Agreement, OR (ii) seek specific performance and an award for reasonable attorney's fees actually incurred and costs related to the same

(ii) If Buyer shall breach any of the material terms or provisions of this Agreement or otherwise default prior to the Closing (but only to the extent such breach or default is not due to a default or breach by Seller), and shall fail to cure such breach or default within ten (10) days following written notice thereof given by Seller to Buyer, Seller's sole remedy shall be to terminate this Agreement and to be paid the Escrow Deposit as liquidated damages. Upon default of Buyer and expiration of the applicable grace period (if any), and upon receipt of a written notice from Seller that Buyer is in breach of one or more of its obligations under this Agreement and, as a consequence thereof, Seller has elected to terminate this Agreement, Escrow Agent immediately shall disburse to Seller the Escrow Deposit. Upon termination of this Agreement by Seller and payment to Seller of the sum of liquidated damages, neither party shall have any further obligation or liability hereunder, except indemnity obligations contained herein.

IN CONNECTION WITH THE FOREGOING, THE PARTIES RECOGNIZE AND AGREE THAT IT WOULD BE EXTREMELY DIFFICULT AND IMPRACTICABLE TO ASCERTAIN THE EXTENT OF DETRIMENT TO SELLER OR TO REMEDIATE ACTUAL DAMAGES TO SELLER CAUSED BY THE BREACH BY BUYER UNDER THIS AGREEMENT AND THE FAILURE OF THE CONSUMMATION OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT OR THE AMOUNT OF COMPENSATION SELLER SHOULD RECEIVE AS A RESULT OF BUYER'S BREACH OR DEFAULT. IN THE EVENT THIS AGREEMENT IS NOT TERMINATED ON OR BEFORE THE EXPIRATION OF THE EXAMINATION PERIOD AND THE SALE CONTEMPLATED HEREBY SHALL NOT BE CONSUMMATED ON ACCOUNT OF BUYER'S DEFAULT (ALL CONDITIONS OF CLOSING HAVING BEEN SATISFIED OR WAIVED IN WRITING BY BUYER), THE PARTIES AGREE THAT THE ESCROW DEPOSIT IS THE PARTIES' REASONABLE ESTIMATE OF SELLER'S DAMAGES RESULTING FROM SUCH DEFAULT BY BUYER. SELLER AND BUYER AGREE THAT THIS SECTION IS INTENDED AND DOES LIQUIDATE THE AMOUNT OF DAMAGES DUE SELLER, AND SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY IN LAW OR AT EQUITY UNDER THIS AGREEMENT BY REASON OF SUCH DEFAULT, SUBJECT TO THE PROVISIONS OF THIS AGREEMENT THAT EXPRESSLY SURVIVE A TERMINATION OF THIS AGREEMENT AND THE PARTIES SHALL TAKE SUCH ACTION AS MAY BE REQUIRED TO CAUSE THE ESCROW DEPOSIT TO BE DELIVERED TO SELLER.

RL RL
Seller's Initials

BH
Buyer's Initials

The obligations of the parties contained herein are intended to be binding only on the rights of the parties in the Property and resort shall not be had to the private properties of any of the managers or members of such party and any manager or member of such party shall have no personal liability pursuant to this Agreement or any document executed in connection with the transactions contemplated by this Agreement. Notwithstanding any limitation on remedies or amounts recoverable set forth elsewhere herein, if any action is brought by either party against the other party, the prevailing party will be entitled to recover court costs incurred and reasonable attorneys' fees at trial, upon appeal and on any petition for review.

(e) Calculation of Time Periods. Time is of the essence in the performance of each of the parties' respective obligations contained herein. Unless the context otherwise requires, all periods terminating on a given day, period of days, or date shall terminate at 11:59 p.m. (Mountain Time) on such date or dates and references to "days" shall refer to calendar days except if such references are to "business days" which shall refer to days which are not a Saturday, Sunday or legal holiday. Notwithstanding the foregoing, if any period terminates on a Saturday, Sunday or legal holiday, under the laws of the State of Colorado, the termination of such period shall be on the next succeeding business day. The time in which any act provided under this Agreement is to be done, shall be computed by excluding the first day and including the last day, unless the last day is a Saturday, Sunday or legal holiday under the laws of the State of Colorado, and then it is also so excluded.

(f) Modifications; Entire Agreement; Severability. This Agreement may only be amended by a writing signed by Buyer and Seller (and Escrow Agent but only to the extent the rights and responsibilities of Escrow Agent are affected by such amendment). This Agreement and any other document to be furnished pursuant to the provisions hereof embody the entire agreement and understanding of the parties hereto as to the subject matter contained herein. There are no restrictions,

promises, representations, warranties, covenants, or undertakings other than those expressly set forth or referred to in such documents. This Agreement and such documents supersede all prior agreements and understandings among the parties with respect to the subject matter hereof. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement.

(g) Time of the Essence. Time (including, without limitation, the date specified as the Closing Date) is of the essence of this Agreement.

(h) Facsimile, Electronic and Counterpart Signatures. Executed copies of this Agreement or any amendments hereto delivered via facsimile or other electronic means, including email, shall be binding upon the parties, and copies of signatures appearing hereon or on any amendments hereto shall be deemed to be original signatures. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(i) Tax Deferred Exchange. Each party shall cooperate with the other party in the event a party hereto elects to close the sale of the Property as part of a tax-deferred exchange under and pursuant to Section 1031 of the Internal Revenue Code, as amended and restated; provided, that, such exchange shall not impose upon the non-exchanging party any additional liability or financial obligation related to or arising from the exchanging party's exchange and the exchanging party shall hold the non-exchanging party harmless from any liability arising from such exchange, and (ii) the consummation of a tax-deferred exchange shall not be a condition precedent to the exchanging party's obligations hereunder.

(j) Confidentiality. Seller and Purchaser hereby covenant and agree that, at all times after the date hereof and prior to the Closing, unless consented to in writing by the other Party, no press release or other public disclosure concerning this transaction shall be made, and each Party agrees to use its good faith efforts to prevent disclosure of (a) the elements and existence of this transaction, or (b) any information provided by one Party to the other Party in connection with this transaction, other than (1) to agents, affiliates, employees, representatives and consultants of the Parties who are involved in the ordinary course of business with this transaction and prospective investors and lenders, all of which shall be instructed to comply with the nondisclosure provisions hereof; (2) in response to lawful process or subpoena or other valid or enforceable order of a court of competent jurisdiction; and (3) in any filings with governmental authorities required by reason of the transactions provided for herein.

(k) Brokerage Commission. Seller and Buyer respectively represent that there are no brokers or other intermediaries entitled to receive brokerage commissions or fees or other compensation out of or with respect to the sale of the Property, other than Teal Nipp of VareCo Brokerage and Blane Harvey of Your Castle Realty who are acting solely as Buyer's broker in this transaction of which will be compensated by Seller in the amount of 4% of the total purchase price to be split between both parties. Seller and Buyer shall indemnify and save and hold each other harmless from and against all claims, suits, damages and costs incurred or resulting from the claim of any person that a commission, fee or remuneration is due in connection with this transaction pursuant to a written agreement made with said claimant. The provisions of this Section 11(j) shall survive the Closing or any termination of this Agreement.

(l) Brokerage Disclosure: Blane Harvey, a Member and Manager of Trig Point Capital LLC is a licensed real-estate broker in the state of Colorado

12. AS-IS, WHERE-IS SALE. THIS TRANSACTION IS AN AS-IS, WHERE-IS SALE WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY TYPE EXCEPT AS CONTAINED IN SELLER'S DEED AND THIS AGREEMENT. SELLER EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE AND ANY OTHER REPRESENTATION OR WARRANTY OF ANY TYPE RELATIVE TO THE PROPERTY. BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO MADE OR FURNISHED BY SELLER, THE MANAGERS OF THE PROPERTY, OR ANY REAL ESTATE BROKER OR AGENT REPRESENTING OR PURPORTING TO REPRESENT SELLER, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT. BUYER ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD "AS-IS."

BUYER REPRESENTS TO SELLER THAT BUYER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS BUYER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO. OTHER THAN SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT, UPON CLOSING, BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INVESTIGATIONS, AND BUYER, UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER (AND SELLER'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH BUYER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER (AND SELLER'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY.

13. Exhibits and Schedules. The following schedules or exhibits attached hereto shall be deemed to be an integral part of this Agreement:

EXHIBIT A

LEGAL DESCRIPTION

<u>EXHIBIT B</u>	LIST OF TANGIBLE PROPERTY
<u>EXHIBIT C</u>	DUE DILIGENCE
<u>EXHIBIT D</u>	DEED
<u>EXHIBIT E</u>	BILL OF SALE AND ASSIGNMENT

[Remainder of page intentionally blank – Signatures on Next Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date, intending to be legally bound.

SELLER:

PK CHAVEZ, LLC

a Colorado limited liability company

By: Richard LiPuma 03/24/2021
Name: Richard LiPuma
Its: _____

PK MEAD, LLC

a Colorado limited liability company

By: Richard LiPuma 03/24/2021
Name: Richard LiPuma
Its: _____

BUYER:

Trig Point Capital LLC,

a Colorado limited liability company

By: Blane Harvey 03/20/2021
Name: Blane Harvey
Its: _____

[end of signatures]

EXHIBIT A

LEGAL DESCRIPTIONS OF PARCELS

PK CHAVEZ LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 8, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH P.M., FROM WHENCE THE WEST QUARTER CORNER OF SAID SECTION 8 BEARS SOUTH 88 DEGREES 30 MINUTES 24 SECONDS WEST, AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO: THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8, SOUTH 01 DEGREES 22 MINUTES 22 SECONDS EAST, A DISTANCE OF 2662.67 FEET, MORE OR LESS TO THE SOUTHEAST CORNER OF SAID SECTION; THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, SOUTH 88 DEGREES 31 MINUTES 57 SECONDS WEST, A DISTANCE OF 1105.88 FEET; THENCE ALONG THE APPROXIMATE WESTERLY BANK OF AN EXISTING DITCH, NORTH 05 DEGREES 02 MINUTES 14 SECONDS WEST, A DISTANCE OF 546.57 FEET; THENCE NORTH 32 DEGREES 07 MINUTES 39 SECONDS WEST, A DISTANCE OF 809.94 FEET; THENCE NORTH 09 DEGREES 13 MINUTES 53 SECONDS WEST, A DISTANCE OF 397.54 FEET; THENCE NORTH 21 DEGREES 51 MINUTES 59 SECONDS WEST, A DISTANCE OF 174.26 FEET; THENCE NORTH 30 DEGREES 29 MINUTES 17 SECONDS WEST, A DISTANCE OF 248.78 FEET; THENCE NORTH 22 DEGREES 27 MINUTES 28 SECONDS WEST, A DISTANCE OF 505.23 FEET; THENCE NORTH 14 DEGREES 10 MINUTES 50 SECONDS WEST, A DISTANCE OF 177.41 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER; THENCE LEAVING THE APPROXIMATE WESTERLY BANK OF SAID EXISTING DITCH AND ALONG SAID NORTH LINE, NORTH 88 DEGREES 30 MINUTES 24 SECONDS EAST, A DISTANCE OF 2012.50 FEET TO THE POINT OF BEGINNING.

AND INCLUDING

ALL OIL, GAS AND OTHER MINERALS IN, ON, UNDER AND/OR THAT MAY BE PRODUCED FROM THE PROPERTY;

PK MEAD LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER AND THE EAST ONEHALF OF THE SOUTHWEST QUARTER OF SECTION EIGHT, TOWNSHIP THREE NORTH, RANGE SIXTY-EIGHT WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SECTION EIGHT, TOWNSHIP THREE NORTH, RANGE SIXTY-EIGHT WEST OF THE SIXTH PRINCIPAL MERIDIAN, FROM WHENCE THE WEST QUARTER CORNER OF SAID SECTION EIGHT BEARS S88° 30'24"W, AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO: THENCE ALONG THE NORTH LINE OF THE SOUTH ONE-HALF OF SAID SECTION EIGHT S88°30'24"W A DISTANCE OF 3893.48 FEET MORE OR LESS TO THE NORTHEAST CORNER OF WELD COUNTY RECORDED EXEMPTION RE-2740, WELD COUNTY RECORDS; THENCE ALONG THE EAST LINE OF SAID RECORDED EXEMPTION

S00°35'55"E A DISTANCE OF 1330.66 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION EIGHT; THENCE ALONG SAID NORTH LINE, S88°31'03"W A DISTANCE OF 50.47 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION EIGHT; THENCE S01°28'58"E A DISTANCE OF 1330.49 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION EIGHT; THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION EIGHT, N88°31'43"E A DISTANCE OF 410.72 FEET; THENCE N01°27'40"W A DISTANCE OF 1449.93 FEET; THENCE N88°28'26"E A DISTANCE OF 455.35 FEET; THENCE S11°45'55"E A DISTANCE OF 183.50 FEET; THENCE S29°08'26"E A DISTANCE OF 100.15 FEET; THENCE S51°12'11"E A DISTANCE OF 175.71 FEET; THENCE S20°19'50"E A DISTANCE OF 113.78 FEET; THENCE S00°34'06"W A DISTANCE OF 64.27 FEET; THENCE N88°40'25"E A DISTANCE OF 727.82 FEET; THENCE S01°47'15"E A DISTANCE OF 315.64 FEET; THENCE S01°06'05"E A DISTANCE OF 540.10 FEET; THENCE S01°22'22"E A DISTANCE OF 38.13 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION EIGHT; THENCE ALONG SAID SOUTH LINE, N88°31'57"E A DISTANCE OF 2119.17 FEET TO THE SOUTHEAST CORNER OF SAID SECTION EIGHT; THENCE N01°22'22"W A DISTANCE OF 2662.67 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM:

ALL THAT PORTION OF LAND DESCRIBED IN BOOK 478, PAGE 184, DATED MAY 26, 1917, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION EIGHT, TOWNSHIP THREE NORTH, RANGE SIXTY-EIGHT WEST OF THE SIXTH PRINCIPAL MERIDIAN, FROM WHENCE THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION EIGHT BEARS N88°31'43"E, AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION EIGHT, N88°31'43"E A DISTANCE OF 410.72 FEET; THENCE N01°27'40"W A DISTANCE OF 1449.93 FEET; THENCE N88°28'26"E A DISTANCE OF 429.73 FEET TO THE POINT OF BEGINNING; THENCE N14°56'34"W A DISTANCE OF 105.00 FEET; THENCE N06°31'34"W A DISTANCE 100.00 FEET; THENCE N11°58'26"E A DISTANCE OF 78.00 FEET; THENCE N25°28'26"E A DISTANCE OF 107.00 FEET; THENCE S87°26'34"E A DISTANCE OF 55.00 FEET; THENCE S04°13'26"W A DISTANCE OF 370.89 FEET; THENCE S88°28'26"W A DISTANCE OF 51.41 FEET TO THE POINT OF BEGINNING; AND INCLUDING

ALL OIL, GAS AND OTHER MINERALS IN, ON, UNDER AND/OR THAT MAY BE PRODUCED FROM THE PROPERTY; and

THE FOLLOWING DESCRIBED WATER RIGHTS, DITCH COMPANY STOCK AND RESERVOIR INTERESTS: (A) TWO (2) SHARES OF THE CAPITAL STOCK OF THE HIGHLAND DITCH COMPANY AS REPRESENTED BY SHARE CERTIFICATE NUMBER 3777; (B) TEN (10) SHARES OF THE CAPITAL STOCK OF THE HIGHLAND LAKE LATERAL DITCH COMPANY AS REPRESENTED BY SHARE CERTIFICATE NUMBER 427; (C) NINE (9) SHARES OF THE CAPITAL STOCK OF THE SUPPLY IRRIGATING DITCH COMPANY AS REPRESENTED BY SHARE CERTIFICATE NUMBER 2086; AND (D) LITTLE THOMPSON WATER DISTRICT DOMESTIC WATER TAP FOR THE RESIDENCE ON THE PROPERTY HAVING AN ADDRESS OF 16129 WELD COUNTY ROAD 5.

EXHIBIT B

LIST OF TANGIBLE PROPERTY

TO BE COMPLETED BY THE END OF THE EXAMINATION PERIOD

EXHIBIT C

DUE DILIGENCE LIST

1. Copies of all "as-built" plans and any specifications, and permits for any building on site.
2. Copies of all engineering, environmental and physical inspection reports generated by third parties in Seller's possession or control regarding the Property, including soil, environmental and geotechnical reports. Also, all maintenance, repair and replacement records for the past 24 months as available
3. Detailed scope of work and or relevant information concerning all capital refurbishments/improvements to the Property
4. A detailed summary of any uncompleted building improvements and/or site improvements.
5. Copies of all warranty agreements covering all real or personal property to be conveyed.
6. A detailed list of tangible and intangible personal property to be conveyed to be inserted as exhibit B
7. Most recent Seller's issued policy of title insurance and a current title report issued by the Title Company, together with true, complete, and legible copies of all listed exceptions.
8. Copies of all restrictive covenants, reciprocal easements or other private agreements relating to the Property and all agreements with adjacent property owners.
9. Evidence of water rights associated with property to be conveyed, which may be in the form of water court decrees, deeds transferring water rights, well permits, certificates of stock in a mutual ditch company, or water allotment contracts.
10. All rental agreements, leases, service contracts, insurance policies, and other written agreements, written code violations or other notices which affect the Property.
11. Copies of all operating and management contracts, and all service and maintenance agreements, and any amendments and letter agreements relating thereto.
12. Full and complete copies of any and all zoning actions, tentative or final tract maps, condominium plans, or any other governmental actions or requirements which affect the Property or its operation.
13. Any and all additional items that are material to Buyer's purchase of the Property.

EXHIBIT D

FORM OF SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this _____ day of _____, 2020, between _____, LLC, a Colorado limited liability company, whose address is _____ (the "Grantor"), and TRIG POINT CAPITAL LLC, a Colorado limited liability company, whose address is P.O. Box 103431, Denver CO 80210 (the "Grantee").

WITNESSETH, that Grantor for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee, its successors and assigns forever, the real property, together with the existing permanent improvements, structures and fixtures placed, constructed, installed or located on the real property and other appurtenances located upon, over or under the real property situated in the County of Weld, State of Colorado, and more particularly described on Exhibit A attached hereto and incorporated herein by reference (collectively, the "Property").

TOGETHER with all right, title and interest of the Grantor, if any, in all reversions, remainders, easements, rights-of-way, appurtenances, and hereditaments appertaining to or otherwise benefiting or used in connection with said Property;

TO HAVE AND TO HOLD the said Property with the appurtenances described above, subject only to the matters set forth in Exhibit B attached hereto and incorporated herein by reference (the "Permitted Exceptions").

AND Grantor, for itself, its successors and assigns does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of Grantee and its heirs, successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under Grantor only, subject to the Permitted Exceptions.

[Remainder of page intentionally left blank; signature page follows.]

Grantor

_____ LLC, a Colorado limited
liability company

By: _____

Name: _____

Its: _____

State of Colorado)
)
County _____) ss

The foregoing instrument was acknowledged before me this _____ day of _____ 2020, by _____
_____ as _____ of Regan & Libby, LLC, a Colorado limited liability company.

Witness my hand and official seal.

Notary Public
My commission expires:

Exhibit A
To
Special Warranty Deed

**Exhibit B
To
Special Warranty Deed**

EXHIBIT E

FORM OF BILL OF SALE AND GENERAL ASSIGNMENT AND ASSUMPTION

BILL OF SALE AND GENERAL ASSIGNMENT AND ASSUMPTION

THIS BILL OF SALE AND GENERAL ASSIGNMENT AND ASSUMPTION (this "Assignment") is made and entered into as of the _____ day of _____, 2020, by _____ LLC, a Colorado limited liability company (the "**Seller**"), and TRIG POINT CAPITAL LLC, a Colorado limited liability company ("**Buyer**").

WHEREAS, Seller and Buyer entered into that certain Purchase and Sale Agreement dated as of _____, 2020 ("**Contract**") with respect to the sale of certain Land described therein and the Improvements located thereon. (Any term with its initial letter capitalized and not otherwise defined herein shall have the meaning set forth in the Contract.)

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby sell, transfer, assign and convey to Buyer, all of Seller's right, title and interest in and to the Tangible Personal Property and Intangible Property, described in **Schedule A** attached hereto, and the Approved Contracts described in **Schedule B** attached hereto.

Buyer hereby accepts the foregoing assignment and agrees to assume and discharge, in accordance with the terms thereof, all of the obligations of Seller under the Approved Contracts to the extent the same arise on or after the date hereof.

This Assignment shall be binding upon and inure to the benefit of the successors and permitted assigns of Assignee and Assignor.

This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of Colorado.

This Assignment shall in no event enlarge, reduce or otherwise affect the rights or obligations of the parties as set forth in the Contract.

This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures On Next Page]

[Signature Page To Bill of Sale and General Assignment and Assumption Agreement]

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first set forth hereinabove.

SELLER:

_____, LLC,
a Colorado limited liability company

By: _____
Name: _____
Title: _____

BUYER:

TRIG POINT CAPITAL LLC,
a Colorado limited liability company

By: _____
Name: _____
Title: _____

Schedules:

- | | | |
|---|---|---------------------------|
| A | - | List of Tangible Property |
| B | - | List of Service Contracts |

Schedule A
To
Bill of Sale and General Assignment and Assumption

Schedule B
To
Bill of Sale and General Assignment and Assumption

**SUGAR BEET SOLAR, LLC
ALTA PLAT
PORTIONS OF SECTION 8, T3N, R68W, 6th P.M.
WELD COUNTY, COLORADO**

DATE: _____

DESCRIPTION:

[illegible]

UTILITY NOTES:

THE LOCATION OF UTILITIES SHOWN HEREON ARE APPROXIMATE BASED ON BEST INFORMATION AVAILABLE AND FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES. UNDERGROUND UTILITIES SHOWN ARE BASED ON MARKINGS/DRAWINGS FROM 811 UTILITY TICKET B206900458-00B



CALL 811

UNDERGROUND UTILITIES LOCATION CENTER

WITH THE FOLLOWING:

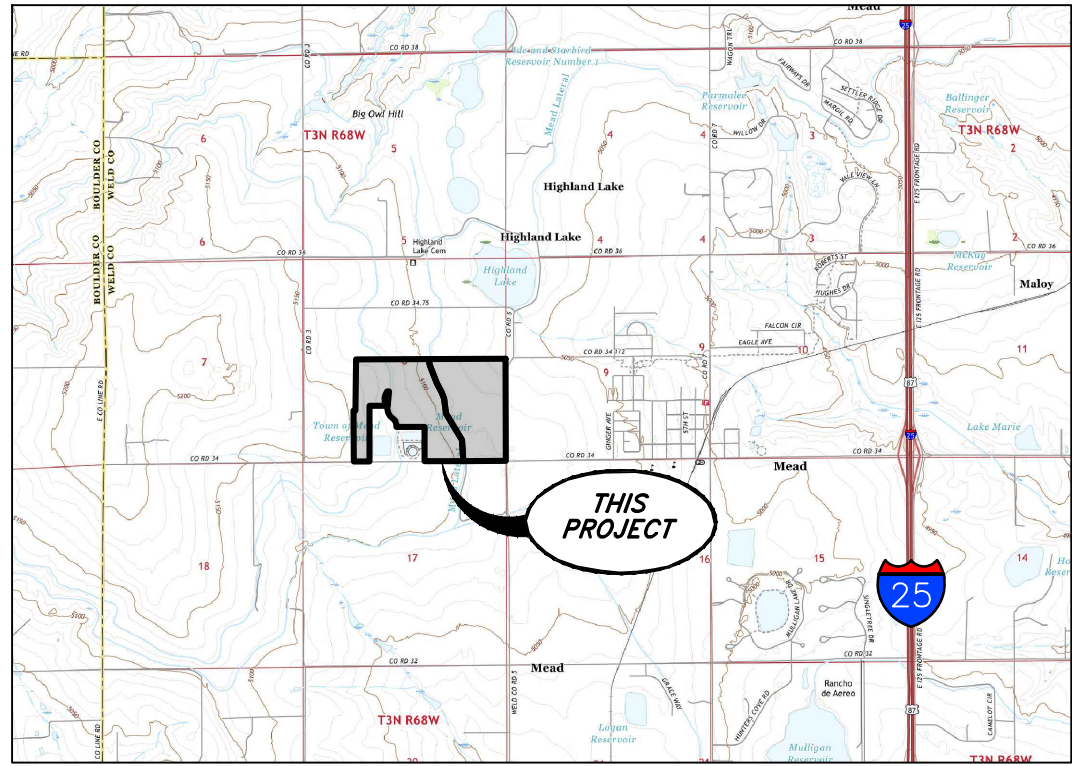
COUNTY WELD CITY MEAD
STREET ADDRESS 16129 COUNTY ROAD 5
SEC. & 1/4 SEC. NO. SECTION 8
TOWNSHIP & RANGE T3N, R68W, 6th P.M.

FLOOD NOTE:

FLOOD NOTE: ACCORDING TO FLOOD INSURANCE RATE MAP, COMMUNITY NUMBER 08123C1860E, REVISED ON JANUARY 20, 2016, THIS PROJECT IS NOT WITHIN A FLOOD HAZARD ZONE.

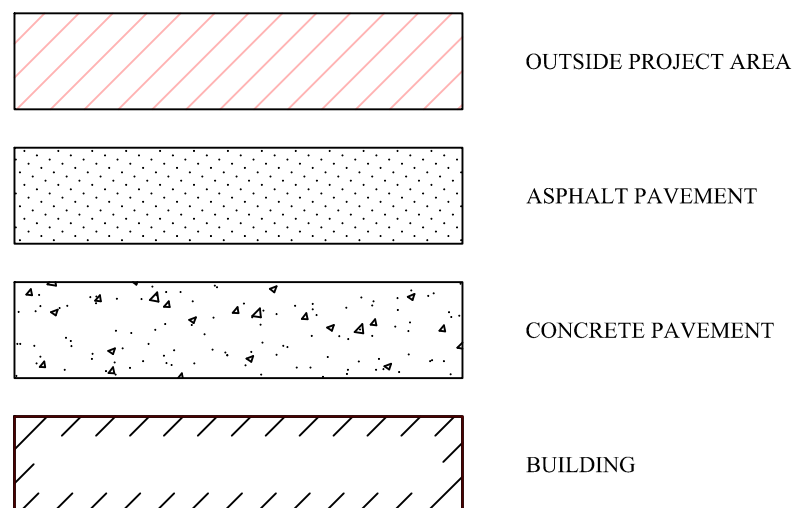
VICINITY MAP:

1" = 5000'



LEGEND:

- PLSS SECTION CORNER FOUND
- PLSS 1/4 AND 1/16 SECTION CORNER FOUND
- MONUMENT FOUND
- MONUMENT SET - 2 1/2" ALUM. CAP, UELS, 2022
- DIMENSION CORNER (NOT SET)
- ANCHOR
- GAS METER
- POWER MANHOLE
- POWER METER
- POWER POLE
- POWER POLE WITH DROP SERVICE
- SIGN
- TELEPHONE PEDESTAL
- WATER MANHOLE
- WATER METER
- WATER VALVE
- BOUNDARY LINE
- SECTION LINE
- 1/4 SECTION LINE
- 1/16 SECTION LINE
- PROPERTY LINE
- EASEMENT
- EDGE OF ROAD
- FENCE
- FIBER OPTICS LINE
- GUARD RAIL
- MAJOR CONTOUR LINE
- MINOR CONTOUR LINE
- OVERHEAD POWER
- OVERHEAD POWER & CABLE
- PIPELINE
- TOWN OF MEAD BOUNDARY
- UNDERGROUND POWER
- UNDERGROUND CABLE
- WATER LINE



GENERAL NOTES:

- 1) THE APPROXIMATE TOTAL LAND AREA OF THE PARCELS OF LAND COMPRISING THE PROJECT, AS SHOWN ON THIS SURVEY, IS 202.794 ACRES, MORE OR LESS.
- 2) VERTICAL RELIEF (GROUND SURVEY OR AERIAL MAP) AS SHOWN AT A 1FT INTERVAL AND IS BASED ON A VERTICAL DATUM OF NAVD88.
- 3) NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS WERE OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
- 4) SUBJECT PROPERTY HAS PUBLIC ACCESS VIA THE PUBLIC ROADS SHOWN ON THIS SURVEY AND LISTED AS FOLLOWS: WELD COUNTY ROADS 5 AND 34.
- 5) THERE WAS NO VISIBLE EVIDENCE THE SUBJECT PROPERTY WAS USED AS A SOLID WASTE DUMP, SUMP, SANITARY LANDFILL OR CEMETERY.
- 6) ALL FILED MEASUREMENTS MATCH RECORD DIMENSIONS WITHIN THE PRECISION REQUIREMENTS OF THE ALTA/NSPS SPECIFICATIONS UNLESS OTHERWISE SHOWN.
- 7) EXISTING OBSERVABLE IMPROVEMENTS AFFECTING THE PROPERTY ARE AS SHOWN.
- 8) INTERIOR BOUNDARY LINES ARE CONTIGUOUS AS SHOWN. THERE ARE NO OVERLAPS OR GAPS.
- 9) THIS SURVEY MAP CORRECTLY REPRESENTS THE FACTS FOUND ON THE GROUND AT THE TIME OF THE SURVEY.
- 10) TITLE EXCEPTIONS SHOWN IN BLUE.

INDEX:

- COVER SHEET SHEET 1
- PARCELS A & B SHEET 2
- DETAILS "A" & "B" SHEET 3
- LEGAL DESCRIPTIONS SHEET 4
- EXCEPTIONS TO TITLE SHEET 5

ALTA/NSPS LAND TITLE SURVEY

FOR
SUGAR BEET SOLAR, LLC

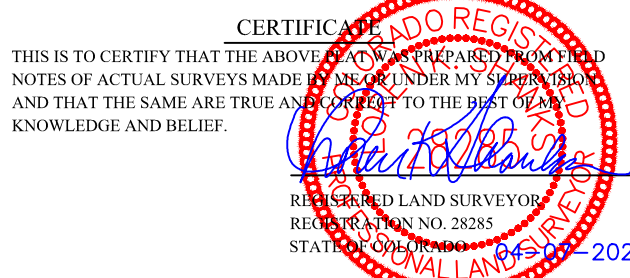
LANDOWNERS
PARCEL A: PK CHAVEZ, LLC
PARCEL B: PK MEAD, LLC

THE LAND DESCRIBED IN TITLE ORDER NUMBER ABC25195960, EFFECTIVE DATE OF FEBRUARY 08, 2022 and PREPARED BY LAND TITLE GUARANTEE COMPANY IS THE SAME LAND AS DESCRIBED IN THIS ALTA SURVEY AS CERTIFIED ON 03-28-2022

SURVEY CERTIFICATION

ATTACHED TO AND A PART OF SURVEY PREPARED BY:
UINTAH ENGINEERING & LAND SURVEYING
DATED: 03-28-2022 AS PROJECT NO. ENY01-22-0001

THIS IS TO CERTIFY TO SUGAR BEET SOLAR, LLC AND LAND TITLE GUARANTEE COMPANY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 3, 4, 7(A), 8, 11(B), 13, 16, 18 & 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 03-16-2022



SUGAR BEET SOLAR, LLC

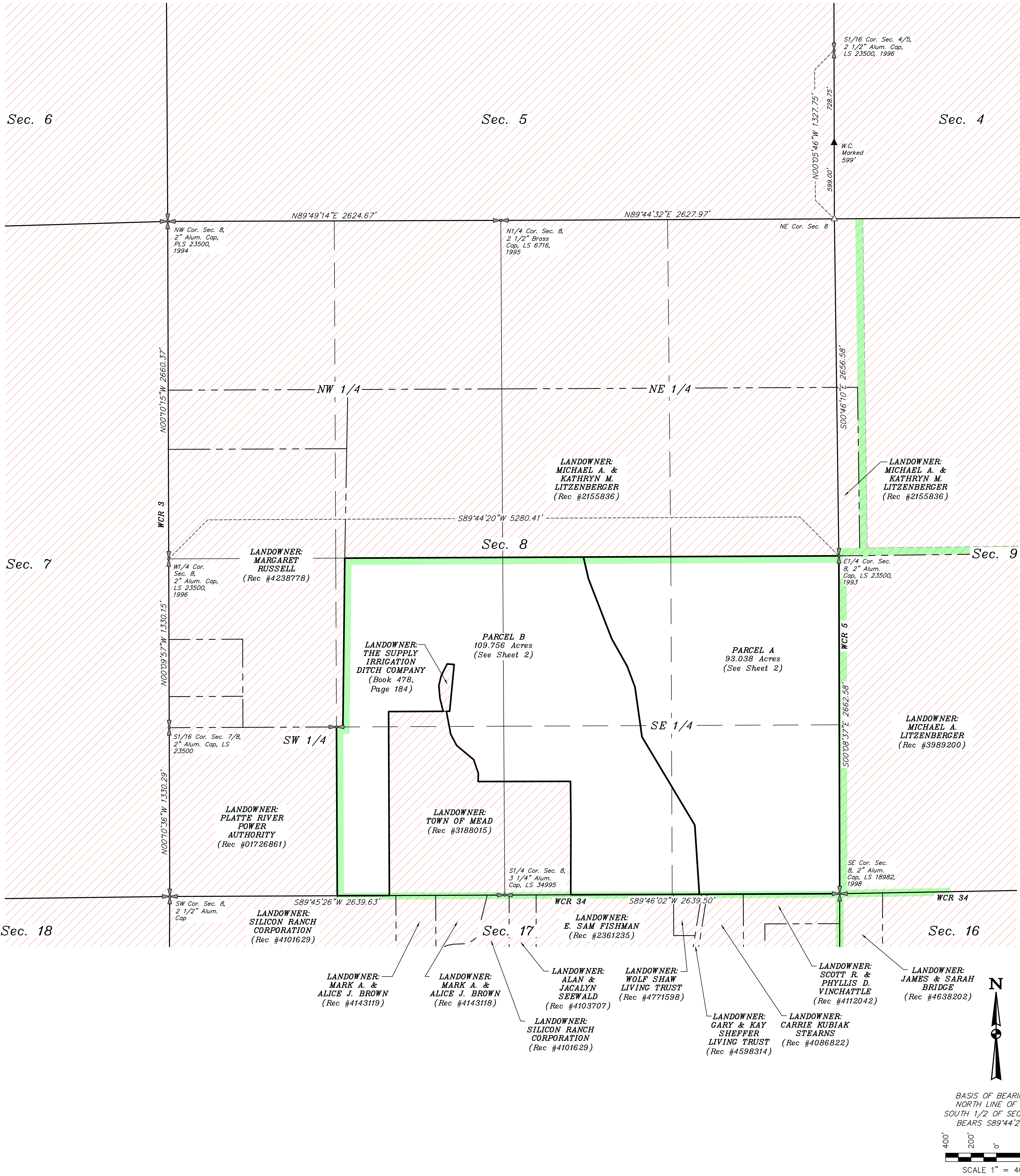
PORTIONS OF SECTION 8, T3N, R68W, 6th P.M.,
WELD COUNTY, COLORADO

SURVEYED BY:	DRAWN BY:	PROJECT:	FILE:	SCALE:	SHEET:
O.R. 03-16-2022	P.B. 03-28-2022	ENY01-22-0001	E-10005	1" = 400'	1 OF 5



UELS, LLC
Corporate Office * 85 South 200 East
Vernal, UT 84078 * (435) 789-1017

ALTA/NSPS LAND TITLE SURVEY



TITLE LEGAL DESCRIPTIONS:

PARCEL A:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 8, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, FROM WHENCE THE WEST QUARTER CORNER OF SAID SECTION 8 BEARS SOUTH 88°30'24" WEST, AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8, SOUTH 01°22'22" EAST, A DISTANCE OF 2662.67 FEET, MORE OR LESS TO THE SOUTHEAST CORNER OF SAID SECTION; THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, SOUTH 88°31'57" WEST, A DISTANCE OF 1105.88 FEET;

THENCE ALONG THE APPROXIMATE WESTERLY BANK OF AN EXISTING DITCH, NORTH 05°02'14" WEST, A DISTANCE OF 546.57 FEET; THENCE NORTH 32°07'39" WEST, A DISTANCE OF 809.94 FEET; THENCE NORTH 09°13'53" WEST, A DISTANCE OF 397.54 FEET; THENCE NORTH 21°51'59" WEST, A DISTANCE OF 174.26 FEET; THENCE NORTH 30°29'17" WEST, A DISTANCE OF 248.78 FEET; THENCE NORTH 22°27'28" WEST, A DISTANCE OF 505.23 FEET;

THENCE NORTH 14°10'50" WEST, A DISTANCE OF 177.41 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER;

THENCE LEAVING THE APPROXIMATE WESTERLY BANK OF SAID EXISTING DITCH AND ALONG SAID NORTH LINE, NORTH 88°30'24" EAST, A DISTANCE OF 2012.50 FEET TO THE POINT OF BEGINNING, COUNTY OF WELD, STATE OF COLORADO.

PARCEL B:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER AND THE EAST ONE HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 8, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, FROM WHENCE THE WEST QUARTER CORNER OF SAID SECTION 8 BEARS SOUTH 88°30'24" WEST, AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO; THENCE ALONG THE NORTH LINE OF THE SOUTH ONE-HALF OF SAID SECTION 8, SOUTH 88°30'24" WEST, A DISTANCE OF 3893.48 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF WELD COUNTY RECORDED EXEMPTION RE-2740, WELD COUNTY RECORDS; THENCE ALONG THE EAST LINE OF SAID RECORDED EXEMPTION SOUTH 00°35'55" EAST, A DISTANCE OF 1330.66 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8; THENCE ALONG SAID NORTH LINE, SOUTH 88°31'03" WEST, A DISTANCE OF 50.47 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8; THENCE SOUTH 01°28'58" EAST, A DISTANCE OF 1330.49 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8;

THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8, NORTH 88°31'43" EAST, A DISTANCE OF 410.72 FEET; THENCE NORTH 01°27'40" WEST, A DISTANCE OF 1449.93 FEET; THENCE NORTH 88°28'26" EAST, A DISTANCE OF 455.35 FEET; THENCE SOUTH 11°45'55" EAST, A DISTANCE OF 183.50 FEET; THENCE SOUTH 29°08'26" EAST, A DISTANCE OF 100.15 FEET; THENCE SOUTH 51°12'11" EAST, A DISTANCE OF 175.71 FEET; THENCE SOUTH 20°19'50" EAST, A DISTANCE OF 113.78 FEET; THENCE SOUTH 00°34'06" WEST, A DISTANCE OF 64.27 FEET; THENCE NORTH 88°40'23" EAST, A DISTANCE OF 727.82 FEET; THENCE SOUTH 01°47'15" EAST, A DISTANCE OF 315.64 FEET; THENCE SOUTH 01°06'05" EAST, A DISTANCE OF 540.10 FEET;

THENCE SOUTH 01°22'22" EAST, A DISTANCE OF 38.13 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8;

THENCE ALONG SAID SOUTH LINE, NORTH 88°31'57" EAST, A DISTANCE OF 2119.17 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE NORTH 01°22'22" WEST, A DISTANCE OF 2662.67 FEET TO THE POINT OF BEGINNING, COUNTY OF WELD, STATE OF COLORADO.

EXCEPTING THEREFROM:

THAT PORTION OF LAND DESCRIBED IN DEED RECORDED MAY 26, 1917 IN BOOK 478, PAGE 184, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, FROM WHENCE THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8 BEARS NORTH 88°31'43" EAST, AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8, NORTH 88°31'43" EAST, A DISTANCE OF 410.72 FEET;

THENCE NORTH 01°27'40" WEST, A DISTANCE OF 1449.93 FEET;

THENCE NORTH 88°28'26" EAST, A DISTANCE OF 429.73 FEET TO THE POINT OF BEGINNING; THENCE NORTH 14°56'34" WEST, A DISTANCE OF 105.00 FEET;

THENCE NORTH 06°31'34" WEST, A DISTANCE 100.00 FEET; THENCE NORTH 11°58'26" EAST, A DISTANCE OF 78.00 FEET; THENCE NORTH 25°28'26" EAST, A DISTANCE OF 107.00 FEET; THENCE SOUTH 87°26'34" EAST, A DISTANCE OF 55.00 FEET; THENCE SOUTH 04°13'26" WEST, A DISTANCE OF 370.89 FEET;

THENCE SOUTH 88°28'26" WEST, A DISTANCE OF 51.41 FEET TO THE POINT OF BEGINNING, COUNTY OF WELD, STATE OF COLORADO.

AND EXCEPTING THEREFROM THAT PART DESCRIBED IN DEED RECORDED JULY 23, 2004 UNDER RECEPTION NO. 3201583.

PARCELS C AND D:

NOT WITHIN SUBJECT PROPERTY

LEGAL DESCRIPTIONS:

(This Survey)

PARCEL A:

REAL PROPERTY DESCRIBED AS A PORTION OF THE SE1/4 OF SECTION 8, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST 1/4 CORNER OF SAID SECTION 8, FROM WHICH THE WEST 1/4 CORNER OF SAID SECTION 8 BEARS S89°44'20"W; THENCE S00°08'37"E 2662.58' ALONG THE EAST LINE OF THE SE1/4 OF SAID SECTION 8 TO THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE S89°46'02"W 1105.88' ALONG THE SOUTH LINE OF THE SE1/4 OF SAID SECTION 8; THENCE ALONG THE APPROXIMATE WESTERLY BANK OF AN EXISTING DITCH THE FOLLOWING SEVEN (7) COURSES:

- 1) N03°48'19"W 546.57';
- 2) N30°53'34"W 809.94';
- 3) N07°59'58"W 397.54';
- 4) N20°38'04"W 174.26';
- 5) N29°15'22"W 248.78';
- 6) N21°13'33"W 505.23';
- 7) N12°56'55"W 177.27' TO A POINT ON THE NORTH LINE OF THE SE1/4 OF SAID SECTION 8;

THENCE N89°44'20"E 2012.32' ALONG THE NORTH LINE OF THE SE1/4 OF SAID SECTION 8 TO THE **TRUE POINT OF BEGINNING**;

CONTAINS 93.038 ACRES MORE OR LESS.

PARCEL B:

REAL PROPERTY DESCRIBED AS A PORTION OF THE SOUTH 1/2 OF SECTION 8, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 8, FROM WHICH THE WEST 1/4 CORNER OF SAID SECTION 8 BEARS S89°44'20"W; THENCE S89°44'20"W 2012.32' ALONG THE NORTH LINE OF THE SOUTH 1/2 OF SAID SECTION 8 TO THE **TRUE POINT OF BEGINNING**;

THENCE ALONG THE APPROXIMATE WESTERLY BANK OF AN EXISTING DITCH THE FOLLOWING SEVEN (7) COURSES:

- 1) S12°56'55"E 177.27';
- 2) S21°13'33"E 505.23';
- 3) S29°15'22"E 248.78';
- 4) S20°38'04"E 174.26';
- 5) S07°59'58"E 397.54';
- 6) S30°53'34"E 809.94';
- 7) S03°48'19"E 546.57' TO A POINT ON THE SOUTH LINE OF THE SE1/4 SE1/4 OF SAID SECTION 8;

THENCE S89°46'02"W 1013.24'; THENCE N00°08'26"W 38.05'; THENCE N00°07'51"E 540.10'; THENCE N00°33'19"W 315.64'; THENCE S89°54'21"W 727.82'; THENCE N01°48'02"E 64.27'; THENCE N19°05'54"W 113.78'; THENCE N49°58'15"W 175.71'; THENCE N27°54'30"W 100.15'; THENCE N10°31'59"W 183.50'; THENCE N89°42'22"E 25.79'; THENCE N05°27'22"E 370.89'; THENCE N86°12'38"W 55.00'; THENCE S26°42'22"W 107.00'; THENCE S13°12'22"W 78.00'; THENCE S05°17'38"E 100.00'; THENCE S13°42'38"E 105.00'; THENCE S89°42'22"W 429.73'; THENCE S00°13'44"E 1449.90' TO A POINT ON THE SOUTH LINE OF THE SE1/4 SW1/4 OF SAID SECTION 8; THENCE S89°45'26"W 410.72' ALONG THE SOUTH LINE OF THE SE1/4 SW1/4 OF SAID SECTION 8 TO THE W1/4 CORNER OF SECTION 8 1/7; THENCE N00°15'06"W 1330.46' ALONG THE WEST LINE OF THE SE1/4 SW1/4 OF SAID SECTION 8 TO THE SW1/16 CORNER OF SAID SECTION 8; THENCE N89°44'58"E 50.49' ALONG THE NORTH LINE OF THE SE1/4 SW1/4 OF SAID SECTION 8; THENCE N00°37'57"E 1330.56' TO A POINT ON THE NORTH LINE OF THE NE1/4 SW1/4 OF SAID SECTION 8; THENCE N89°44'20"E 1880.99' ALONG THE NORTH LINE OF THE SOUTH 1/2 OF SAID SECTION 8 TO THE **TRUE POINT OF BEGINNING**;

CONTAINS 109.756 ACRES MORE OR LESS.

SUGAR BEET SOLAR, LLC

PORTIONS OF SECTION 8, T3N, R68W, 6th P.M., WELD COUNTY, COLORADO					
SURVEYED BY:	DRAWN BY:	PROJECT:	FILE:	SCALE:	SHEET:
O.R.	P.B.	ENY01-22-0001	E-10005	N/A	4 OF 5
03-16-2022	03-28-2022				



UELS, LLC
Corporate Office * 85 South 200 East
Vernal, UT 84078 * (435) 789-1017

ALTA/NSPS LAND TITLE SURVEY

279

SCHEDULE B EXCEPTION NOTES:
(SURVEYORS COMMENTS IN RED)

ALL TITLE WORK WAS PROVIDED BY LAND TITLE GUARANTEE COMPANY, TITLE ORDER NUMBER 25195960, DATED FEBRUARY 16, 2022.
EXCEPTIONS FROM COVERAGE (SCHEDULE B):

- ANY FACTS, RIGHTS, INTERESTS, OR CLAIMS THEREOF, NOT SHOWN BY THE PUBLIC RECORDS BUT THAT COULD BE ASCERTAINED BY AN INSPECTION OF THE LAND OR THAT MAY BE ASSERTED BY PERSONS IN POSSESSION OF THE LAND. **NOT PLOTTABLE.**
- EASEMENTS, LIENS OR ENCUMBRANCES, OR CLAIMS THEREOF, NOT SHOWN BY THE PUBLIC RECORDS. **NOT PLOTTABLE.**
- ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND AND NOT SHOWN BY THE PUBLIC RECORDS. **NONE NOTED**
- ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS. **NOT PLOTTABLE.**
- DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE OF THE PROPOSED INSURED ACQUIRES OF RECORD FOR VALUE THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT. **NOT PLOTTABLE.**
- (a) TAXES OR ASSESSMENTS THAT ARE NOT SHOWN AS EXISTING LIENS BY THE RECORDS OF ANY TAXING AUTHORITY THAT LEVIES TAXES OR ASSESSMENTS ON REAL PROPERTY OR BY THE PUBLIC RECORDS; (b) PROCEEDINGS BY A PUBLIC AGENCY THAT MAY RESULT IN TAXES OR ASSESSMENTS, OR NOTICES OF SUCH PROCEEDINGS, WHETHER OR NOT SHOWN BY THE RECORDS OF SUCH AGENCY OR BY THE PUBLIC RECORDS. **NOT PLOTTABLE.**
- (a) UNPAITED MINING CLAIMS; (b) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; (c) WATER RIGHTS, CLAIMS OR TITLE TO WATER. **NOT PLOTTABLE.**
- EXISTING LEASES AND TENANCIES, IF ANY. **NOT PLOTTABLE.**
- ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS, BUT WHICH COULD BE ASCERTAINED BY MAKING INQUIRY OF THE LESSORS IN THE LEASE OR LEASES DESCRIBED OR REFERRED TO IN SCHEDULE A. **NOT PLOTTABLE.**
- THE EFFECT OF ANY FAILURE TO COMPLY WITH THE TERMS, COVENANTS AND CONDITIONS OF LEASE OR LEASES DESCRIBED OR REFERRED TO IN SCHEDULE A. **NOT PLOTTABLE.**
- RIGHT OF WAY FOR COUNTY ROADS 30 FEET ON EITHER SIDE OF SECTION AND TOWNSHIP LINES, AS ESTABLISHED BY THE BOARD OF COUNTY COMMISSIONERS FOR WELD COUNTY, RECORDED OCTOBER 14, 1889 IN BOOK 86 AT PAGE 273. **AS SHOWN.**
- RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED DECEMBER 18, 1888, IN BOOK 34 AT PAGE 324. (AFFECTS SE1/4 SECTION S1) MINERAL RIGHTS NOT PLOTTABLE.
- RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT OF RECORDED OCTOBER 30, 1889 IN BOOK 57 AT PAGE 88. (AFFECTS E1/2 OF SW1/4 SECTION 8) MINERAL RIGHTS NOT PLOTTABLE.
- RIGHT OF WAY FOR THE HIGHLAND DITCH AS SET FORTH ON MAP RECORDED JANUARY 22, 1891 IN BOOK 98 AT PAGE 517. (AFFECTS PARCELS A AND B). **AFFECTS PARCEL A. DOCUMENT IS ILLEGIBLE. THE EXACT LOCATION OF RIGHT-OF-WAY COULD NOT BE DETERMINED FROM DOCUMENT.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF AGREEMENT RECORDED NOVEMBER 18, 1975 UNDER RECEPTION NO. 1674965. (AFFECTS PARCEL B). **AFFECTS PARCEL B. AGREEMENT TO QUIT CLAIM 2.83 ACRES FROM THE TOWN OF MEAD TO JAMES T. JOHNSON AND L.B. FLANDERS, AS TRUSTEES, RUTH BIXLER HICKS AND VIRGINIA BIXLER JOHNSON WAS EXECUTED BY RECEPTION NO. 1674095 AND INCORPORATED INTO CURRENT TITLE LEGAL DESCRIPTION FOR SUBJECT PARCEL B.**
- EASEMENT GRANTED TO UNION RURAL ELECTRIC ASSOCIATION, INC., FOR ABOVE GROUND OR UNDERGROUND ELECTRICAL LINES AND INCIDENTAL PURPOSES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED FEBRUARY 28, 1978, UNDER RECEPTION NO. 1745795. (AFFECTS PARCEL B). **AFFECTS PARCEL B AS SHOWN.**
- EASEMENT GRANTED TO PLATTE RIVER POWER AUTHORITY, FOR ELECTRICAL TRANSMISSION AND APPURTENANCES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED APRIL 10, 1978, UNDER RECEPTION NO. 1749918. (AFFECTS PARCELS A & B). **AFFECTS PARCELS A & B AS SHOWN.**
- OIL AND GAS LEASE BETWEEN RUTH ELIZABETH HICKS AND VIRGINIA BIXLER JOHNSON AND JAMES T. JOHNSON AND L. B. FLANDERS, TRUSTEES AND CALVIN PETROLEUM CORPORATION, RECORDED MAY 09, 1980 UNDER RECEPTION NO. 1824455 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
NOTE: RATIFICATION AND POOLING AGREEMENTS RECORDED APRIL 2, 2013 AT RECEPTION NO. 3921555.
NOTE: DECLARATION OF POOLING AND UNIT DESIGNATION RECORDED JULY 24, 2017 UNDER RECEPTION NO. 4320663. (AFFECTS SE1/4 SECTION 8). **OIL AND GAS LEASE NOT PLOTTABLE.**
- OIL AND GAS LEASE BETWEEN RUTH ELIZABETH HICKS AND VIRGINIA BIXLER JOHNSON AND JAMES T. JOHNSON AND L. B. FLANDERS, TRUSTEES AND CALVIN PETROLEUM CORPORATION, RECORDED MAY 09, 1980 UNDER RECEPTION NO. 1824455 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
NOTE: EXTENSION OF SAID LEASE RECORDED MARCH 13, 19855 UNDER RECEPTION NO. 02001776. (AFFECTS E1/2 OF SW1/4 OF SECTION 8). **OIL AND GAS LEASE NOT PLOTTABLE.**
- EASEMENT GRANTED TO PANHANDLE EASTERN PIPE LINE COMPANY, FOR PIPELINE FOR THE TRANSPORTATION OF OIL, GAS OR OTHER SUBSTANCES AND INCIDENTAL PURPOSES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JUNE 01, 1984, UNDER RECEPTION NO. 1968910. (AFFECTS PARCEL B). **AFFECTS PARCEL B AS SHOWN.**
- UNDIVIDED INTEREST IN ALL OIL, GAS AND OTHER HYDROCARBONS RESERVED BY JAMES T. JOHNSON AND L.B. FLANDERS, AS TRUSTEES, AVALIE T. BIXLER TRUST, RUTH ELIZABETH BIXLER, ALSO KNOWN AS RUTH E. BIXLER AND AS RUTH BIXLER HICKS, AND VIRGINIA BIXLER JOHNSON, FORMERLY VIRGINIA BIXLER RECORDED AUGUST 31, 1984 AT RECEPTION NO. 1979722, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN. (AFFECTS PARCELS A & B). **MINERAL RIGHTS NOT PLOTTABLE.**
- EASEMENT GRANTED TO LITTLE THOMPSON WATER DISTRICT, FOR TRANSMISSION AND DISTRIBUTION OF WATER, AND APPURTENANCES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED MARCH 25, 1996, UNDER RECEPTION NO. 2482402, AND RECORDED AUGUST 6, 2018 UNDER RECEPTION NO. 4421007. (AFFECTS PARCEL B). **AFFECTS PARCEL B AS SHOWN.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS, EASEMENTS AND OBLIGATIONS AS SET FORTH IN BOUNDARY SURVEY PLAT RECORDED JUNE 01, 2004 UNDER RECEPTION NO. 3184930 AND RECORDED MARCH 18, 2005 UNDER RECEPTION NO. 3269767. (AFFECTS PARCELS A & B). **AFFECTS PARCELS A & B AS SHOWN.**
- ANY AND ALL RIGHTS OF THE SUPPLY IRRIGATION DITCH COMPANY OR ITS SUCCESSOR RELATING TO THE SUPPLY DITCH, WHICH TRAVERSES SUBJECT PROPERTY AND HIGHLAND LAKE LATERAL DITCH COMPANY RELATING TO HIGHLAND LAKE LATERAL DITCH WHICH IS DESCRIBED AS A BOUNDARY OF SUBJECT PROPERTY INCLUDING BUT NOT LIMITED TO DITCH MAINTENANCE AND ACCESS RIGHTS TO LANDS ADJOINING THE DITCHES OR CANALS, AS SHOWN ON SURVEY RECORDED JUNE 1, 2004 UNDER RECEPTION NO. 3184930 AND RECORDED MARCH 18, 2005 UNDER RECEPTION NO. 3269767. (AFFECTS PARCELS A & B). **AFFECTS PARCEL A & B AS SHOWN.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF TRUST AGREEMENT BY AND BETWEEN ST. VRAIN PROPERTIES, INC., A COLORADO CORPORATION AND HICKS AND JOHNSON MEAD FARM, LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED JULY 15, 2004 UNDER RECEPTION NO. 3199100. (AFFECTS PARCELS A & B). **AFFECTS PARCEL A & B. NOT PLOTTABLE.**
- REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED OCTOBER 15, 2007 UNDER RECEPTION NO. 3511023. (AFFECTS PARCELS A & B). **AFFECTS THE E1/2 OF SECTION 8. AFFECTS PARCELS A & B. NOT PLOTTABLE.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN UNDERGROUND TRANSMISSION EASEMENT RECORDED MAY 23, 2008 UNDER RECEPTION NO. 3556165. (AFFECTS PARCEL B). **DOES NOT AFFECT SUBJECT PARCELS A OR B. EASEMENT IS WITHIN AND OWNED BY SUPPLY IRRIGATION DITCH COMPANY. DID NOT PLOT.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN UNDERGROUND TRANSMISSION EASEMENT RECORDED AUGUST 08, 2008 UNDER RECEPTION NO. 3571089. (AFFECTS PARCEL B). **AFFECTS PARCEL B AS SHOWN.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ANNEXATION AGREEMENT RECORDED JUNE 01, 2009 UNDER RECEPTION NO. 3626538. (AFFECTS PARCELS A & B). **AFFECTS PARCELS A & B. ANNEXATION AGREEMENT NOT PLOTTABLE.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE NO. 645 ANNEXATING A PORTION OF THE SOUTH HALF OF SECTION, ET AL. AND APPROVING LAND USE THEREOF RECORDED JUNE 01, 2009 UNDER RECEPTION NO. 3626539. (AFFECTS PARCELS A & B). **AFFECTS PARCELS A & B. ANNEXATION BOUNDARY AS SHOWN.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE NO. 646 ESTABLISHING THE LAND USE OF THE SCHELL ANNEXATION, UPON THE PETITION OF THE OWNER THEREOF TO "LOW-DENSITY SINGLE-FAMILY RESIDENTIAL AND NEIGHBORHOOD COMMERCIAL IN PERFORMANCE DISTRICT 1." RECORDED JUNE 01, 2009 UNDER RECEPTION NO. 3626540. (AFFECTS PARCELS A & B). **PARCELS A & B ARE ZONED "LOW-DENSITY SINGLE-FAMILY RESIDENTIAL AND NEIGHBORHOOD COMMERCIAL IN PERFORMANCE DISTRICT 1" PER THIS EXCEPTION.**
- THE EFFECTS OF THE CHANGE IN LAND USE MAP SCHELL PROPERTY TOWNS OF MEAD, COLORADO RECORDED JUNE 1, 2009 AT RECEPTION NO. 3626541. (AFFECTS PARCELS A & B). **PARCELS A & B ARE ZONED "LOW AND MEDIUM DENSITY RESIDENTIAL AND NEIGHBORHOOD COMMERCIAL" PER THIS EXCEPTION.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN ANNEXATION MAP OF SCHELL ANNEXATION NO. FOUR TO THE TOWN OF MEAD RECORDED JUNE 01, 2009 UNDER RECEPTION NO. 3626545. (AFFECTS PARCELS A & B). **AFFECTS PARCELS A & B. ANNEXATION BOUNDARY AS SHOWN.**
- TERMS, CONDITIONS AND PROVISIONS OF SITE SPECIFIC DEVELOPMENT PLAN, RECORDED NOVEMBER 5, 2009, UNDER RECEPTION NO. 3638045. (AFFECTS PARCEL B). **AFFECTS PARCEL B AS SHOWN.**
- ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE NORTHERN COLORADO WATER CONSERVANCY DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED SEPTEMBER 29, 2010, UNDER RECEPTION NO. 3721790. (AFFECTS PARCELS A & B). **NOT PLOTTABLE.**
- REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED JANUARY 03, 2014 UNDER RECEPTION NO. 3987879. (AFFECTS PARCELS A & B). **AFFECTS PARCELS A & B. NOTIFICATION OF SURFACE DEVELOPMENT NOT PLOTTABLE.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RIGHT-OF-WAY GRANT UNTO KERR-MCGEE GATHERING LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED MARCH 07, 2015 UNDER RECEPTION NO. 4093798. (AFFECTS PARCEL B). **AFFECTS PARCEL B AS SHOWN.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RIGHT-OF-WAY GRANT TO KERR-MCGEE GATHERING LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED DECEMBER 19, 2015 UNDER RECEPTION NO. 4168728. (AFFECTS PARCEL A). **AFFECTS PARCEL A AS SHOWN.**

- TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RIGHT-OF-WAY GRANT UNTO KERR-MCGEE GATHERING, LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED DECEMBER 29, 2015 UNDER RECEPTION NO. 4168733. (AFFECTS PARCEL B). **AFFECTS PARCEL B AS SHOWN.**
- REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED JULY 12, 2016 UNDER RECEPTION NO. 4218393. (AFFECTS PARCELS A & B). **AFFECTS PARCELS A & B. NOTIFICATION OF SURFACE DEVELOPMENT NOT PLOTTABLE.**
- OIL AND GAS LEASE BETWEEN PK MEAD, LLC AND WOLF RESOURCES, LLC RECORDED DECEMBER 01, 2016 UNDER RECEPTION NO. 4257968. AMENDMENT TO CORRECT LEGAL DESCRIPTION RECORDED FEBRUARY 27, 2017 UNDER RECEPTION NO. 4281410, AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
NOTE: DECLARATION OF POOLING AND UNIT DESIGNATION RECORDED JULY 24, 2017 UNDER RECEPTION NO. 4320663. (AFFECTS PARCEL B). **AFFECTS PARCEL B. OIL AND GAS LEASE NOT PLOTTABLE.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF EASEMENT TO SADDLE BUTTE ROCKIES MIDSTREAM, LLC, A DELAWARE LIMITED LIABILITY COMPANY RECORDED JULY 21, 2017 UNDER RECEPTION NO. 432020. (AFFECTS PARCEL A). **AFFECTS PARCEL A AS SHOWN.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF EASEMENT UNTO SADDLE BUTTE ROCKIES MIDSTREAM, LLC, A DELAWARE LIMITED LIABILITY COMPANY RECORDED JULY 21, 2017 UNDER RECEPTION NO. 432021. (AFFECTS PARCEL B). **AFFECTS PARCEL B AS SHOWN.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN CROSSING AGREEMENT TO SADDLE BUTTE ROCKIES MIDSTREAM LLC RECORDED AUGUST 24, 2017 UNDER RECEPTION NO. 4329948. (AFFECTS PARCELS A & B). **AFFECTS PARCELS A & B AS SHOWN.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN OPTION AGREEMENT TO PURCHASE PROPERTY BY AND BETWEEN PK MEAD, LLC AND PK CHAVEZ, LLC AND SUGR BEET SOLAR, LLC, A DELAWARE LIMITED LIABILITY COMPANY, RECORDED DECEMBER 14, 2021 UNDER RECEPTION NO. 4784810. (AFFECTS PARCELS A & B). **AFFECTS PARCELS A & B. OPTION NOT PLOTTABLE.**
- RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED DECEMBER 14, 1911, IN BOOK 346 AT PAGE 469. (AFFECTS W1/2NW1/4, NW1/4SW1/4 AND SW1/4SW1/4 OF SECTION 8). **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL C WHICH IS NOT PART OF THIS PROJECT.**
- RIGHT OF WAY EASEMENT AS GRANTED TO WELD COUNTY FOR ROAD PURPOSES IN INSTRUMENT RECORDED MAY 29, 1907 IN BOOK 280 AT PAGE 143. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL C WHICH IS NOT PART OF THIS PROJECT.**
- EASEMENT GRANTED TO PLATTE RIVER POWER AUTHORITY, FOR ELECTRIC TRANSMISSION LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED AUGUST 08, 1977, UNDER RECEPTION NO. 1726862. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL C WHICH IS NOT PART OF THIS PROJECT.**
- EASEMENT GRANTED TO PLATTE RIVER POWER AUTHORITY, FOR ELECTRIC TRANSMISSION LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED APRIL 05, 1978, UNDER RECEPTION NO. 1749131. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL C WHICH IS NOT PART OF THIS PROJECT.**
- UNDIVIDED INTEREST IN ANY AND ALL MINERAL RIGHTS LYING IN, ON OR UNDER SUBJECT PROPERTY AS RESERVED BY JOHN R. MINCH IN DEED RECORDED NOVEMBER 13, 1984 UNDER RECEPTION NO. 01988299. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL C WHICH IS NOT PART OF THIS PROJECT.**
- EASEMENT GRANTED TO LITTLE THOMPSON WATER DISTRICT FOR TRANSMISSION AND DISTRIBUTION OF WATER, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JANUARY 29, 1996, UNDER RECEPTION NO. 2473559. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL C WHICH IS NOT PART OF THIS PROJECT.**
- EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF RECORDED EXEMPTION NO. 1207-8-RE-2740 RECORDED APRIL 06, 2001 UNDER RECEPTION NO. 2388531. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL C WHICH IS NOT PART OF THIS PROJECT.**
- EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF RECORDED EXEMPTION NO. 1207-08-3-RE-4515 RECORDED JANUARY 31, 2007 UNDER RECEPTION NO. 3452945. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL C WHICH IS NOT PART OF THIS PROJECT.**
- REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED OCTOBER 15, 2007 UNDER RECEPTION NO. 3511023. (AFFECTS PARCELS A & B). **NOTIFICATION OF SURFACE DEVELOPMENT NOT PLOTTABLE.**
- OIL AND GAS LEASE BETWEEN RICHARD L. HORN AND NOBLE ENERGY, INC., RECORDED MAY 05, 2009 UNDER RECEPTION NO. 3620617 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
NOTE: AFFIDAVIT OF PRODUCTION RECORDED AUGUST 5, 2015 UNDER RECEPTION NO. 4131290.
NOTE: DECLARATION OF POOLING AND UNIT DESIGNATION RECORDED JULY 24, 2017 UNDER RECEPTION NO. 4320663. **AFFECTS PARCELS A AND B. OIL AND GAS LEASE NOT PLOTTABLE.**
- ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE NORTHERN COLORADO WATER CONSERVANCY DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED SEPTEMBER 29, 2010, UNDER RECEPTION NO. 3721790. **AFFECTS PARCELS A & B. TAXES, LIENS, FEES OR ASSESSMENTS NOT PLOTTABLE.**
- REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED JANUARY 03, 2014 UNDER RECEPTION NO. 3987879. (AFFECTS PARCELS A & B). **NOTIFICATION OF SURFACE DEVELOPMENT NOT PLOTTABLE.**
- EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF RECORDED EXEMPTION NO. 1207-8-3-REXC14-0096 RECORDED JANUARY 14, 2015 UNDER RECEPTION NO. 4075814. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL C WHICH IS NOT PART OF THIS PROJECT.**
- EASEMENT GRANTED TO KERR-MCGEE GATHERING LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR PIPELINES FOR THE TRANSPORTATION OR TRANSMISSION OF OIL, GAS, PETROLEUM PRODUCTS, WATER, HYDROCARBONS AND ANY OTHER SUBSTANCES, WHETHER FLUID, SOLID OR GASEOUS, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED MARCH 27, 2015, UNDER RECEPTION NO. 4093800. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL C WHICH IS NOT PART OF THIS PROJECT.**
- REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED JULY 12, 2016 UNDER RECEPTION NO. 4218393. **AFFECTS PARCELS A & B. NOTIFICATION OF SURFACE DEVELOPMENT NOT PLOTTABLE.**
- ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE LITTLE THOMPSON WATER DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED SEPTEMBER 26, 2016, UNDER RECEPTION NO. 4239557. **DOES NOT AFFECT SUBJECT PARCELS A OR B.**
- RESERVATIONS AS CONTAINED IN PATENT OF THE UNITED STATES RECORDED FEBRUARY 02, 1903 IN BOOK 201 AT PAGE 401. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL D WHICH IS NOT PART OF THIS PROJECT.**
- RESERVATIONS BY THE UNION PACIFIC RAILROAD COMPANY COMPANY OF:
(1) ALL OIL, COAL AND OTHER MINERALS UNDERLYING SUBJECT PROPERTY,
(2) THE EXCLUSIVE RIGHT TO PROSPECT FOR, MINE AND REMOVE OIL, COAL AND OTHER MINERALS, AND
(3) THE RIGHT OF INGRESS AND EGRESS AND REGRESS TO PROSPECT FOR, MINE AND REMOVE OIL, COAL AND OTHER MINERALS, ALL AS CONTAINED IN DEED RECORDED JULY 01, 1915, IN BOOK 417 AT PAGE 275. MINERAL DEED RECORDED JANUARY 13, 1978 UNDER RECEPTION NO. 1749131. RELEASE AND QUIT CLAIM DEED RECORDED 12/17/99 UNDER RECEPTION NO. 2661201. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL D WHICH IS NOT PART OF THIS PROJECT.**
- OIL AND GAS LEASE BETWEEN CHAMPLIN PETROLEUM COMPANY AND AMOCO PRODUCTION COMPANY, RECORDED FEBRUARY 10, 1978 UNDER RECEPTION NO. 1741181. AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
NOTE: AFFIDAVIT OF PRODUCTION RECORDED FEBRUARY 10, 1983 UNDER RECEPTION NO. 01917053.
NOTE: DECLARATION OF POOLING RECORDED JULY 24, 2014 UNDER RECEPTION NOS. 4033083 AND 4033084. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL D WHICH IS NOT PART OF THIS PROJECT.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT OF WAY GRANT TO PANHANDLE EASTERN PIPE LINE COMPANY FOR PIPELINE FOR THE TRANSPORTATION OF OIL, GAS, OR OTHER SUBSTANCES RECORDED MARCH 27, 1982 UNDER RECEPTION NO. 01893002. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL D WHICH IS NOT PART OF THIS PROJECT.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SURFACE OWNERS AGREEMENT RECORDED SEPTEMBER 20, 1982 UNDER RECEPTION NO. 01904188. ASSIGNMENT OF SURFACE RIGHTS RECORDED OCTOBER 4, 1990 UNDER RECEPTION NO. 02229277. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL D WHICH IS NOT PART OF THIS PROJECT.**
- ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE LONGS PEAK WATER DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED OCTOBER 17, 1991, UNDER RECEPTION NO. 02266485. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL D WHICH IS NOT PART OF THIS PROJECT.**
- EASEMENTS AND NOTES ON THE LAND SURVEY PLAT RECORDED NOVEMBER 06, 1997 UNDER RECEPTION NO. 2577911. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL D WHICH IS NOT PART OF THIS PROJECT.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND RESERVED IN DEED RECORDED APRIL 02, 1998 UNDER RECEPTION NO. 2603668. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL D WHICH IS NOT PART OF THIS PROJECT.**
- EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF RECORDED EXEMPTION NO. 1207-07-3-RE2104 RECORDED JUNE 23, 1998 UNDER RECEPTION NO. 2621420. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL D WHICH IS NOT PART OF THIS PROJECT.**
- EASEMENT GRANTED TO UNITED POWER, INC., FOR ELECTRIC FACILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JULY 28, 1998, UNDER RECEPTION NO. 2628749. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL D WHICH IS NOT PART OF THIS PROJECT.**
- REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED MAY 25, 2002 UNDER RECEPTION NO. 2954750. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL D WHICH IS NOT PART OF THIS PROJECT.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF WATER PIPELINE EASEMENT TO LONGS PEAK WATER DISTRICT RECORDED APRIL 09, 2007 UNDER RECEPTION NO. 3467557. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL D WHICH IS NOT PART OF THIS PROJECT.**
- ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE NORTHERN COLORADO WATER CONSERVANCY DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED SEPTEMBER 29, 2010, UNDER RECEPTION NO. 3721790. **AFFECTS PARCELS A & B. TAXES, LIENS, FEES OR ASSESSMENTS NOT PLOTTABLE.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT OF WAY GRANT TO KERR-MCGEE GATHERING LLC RECORDED JANUARY 13, 2014 UNDER RECEPTION NO. 3989634. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL D WHICH IS NOT PART OF THIS PROJECT.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF SURFACE USE AGREEMENT RECORDED AUGUST 12, 2014 UNDER RECEPTION NO. 4037591. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL D WHICH IS NOT PART OF THIS PROJECT.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF OPTION TO LEASE LANDS BY AND BETWEEN SHERRY R. BOLTON AND DAVID W. BOLTON, OPTIONOR AND SATURN POWER CORP., A DELAWARE LIMITED LIABILITY COMPANY, OPTIONEE RECORDED MAY 4, 2020 UNDER RECEPTION NO. 4587650. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL D WHICH IS NOT PART OF THIS PROJECT.**

NOTE: THE FOLLOWING NOTICES PURSUANT TO CRS 9-1.5-103 CONCERNING UNDERGROUND FACILITIES HAVE BEEN FILED WITH THE CLERK AND RECORDER. THESE STATEMENTS ARE GENERAL AND DO NOT NECESSARILY GIVE NOTICE OF UNDERGROUND FACILITIES WITHIN THE SUBJECT PROPERTY:
(A) PANHANDLE EASTERN PIPE LINE COMPANY, RECORDED OCTOBER 1, 1981 AT RECEPTION NO. 1870756 AND RECORDED JUNE 26, 1986 AT RECEPTION NO. 2058722. **AFFECTS PARCELS A AND B. NOT PLOTTABLE.**
(B) UNITED POWER, INC., RECORDED JANUARY 24, 1991 AT RECEPTION NO. 2239296. **AFFECTS PARCELS A AND B. NOT PLOTTABLE.**

SUGAR BEET SOLAR, LLC

PORTIONS OF SECTION 8, T3N, R68W, 6th P.M.,
WELD COUNTY, COLORADO

SURVEYED BY:	DRAWN BY:	PROJECT:	FILE:	SCALE:	SHEET:
O.R. 03-16-2022	P.B. 03-28-2022	ENY01-22-0001	E-10005	N/A	5 OF 5



UELS, LLC
Corporate Office * 85 South 200 East
Vernal, UT 84078 * (435) 789-1017

Selected Fiscal Implications to the Town of Mead, Colorado – Revised October 2022

Enyo Energy's Sugar Beet Solar Project as compared to Single Family Residential Development

Introduction

This analysis presents a “pro forma” comparison of projected property tax, sales tax and other development related revenues that would accrue to the Town of Mead, Colorado under three set of development assumptions for approximately 195 acres of land: the first being Enyo’s Sugar Beet project, the other two being residential development of the site. The land is currently in agricultural use. Property and sales tax revenue accruals are projected for the period 2024 – 2065. The other development-related revenues are discussed in terms of the relevant time frames.

Inputs to the Analysis

Enyo’s Sugar Beet Solar Project:

- Construction in 2024, operational in 2025, first taxes in 2026.
- Operational life of project: 2025 to 2064 (40 years).
- Decommissioned in 2065.
- Facility capacity: 40 MW of solar generation and 25 MW of storage.
- Initial project development cost: ~ \$84 million.
- Initial project assessed value: \$7.78 million. This value is based on the template for renewable energy projects prepared by the Colorado Department of Local Affairs.¹
- A complete repowering of the generation and storage capacity is anticipated following 20-to-25 years of operation (repowering is assumed to occur in 2046 for this analysis).
- Depreciation factor: 5% per year.
- Long-term residual value: 20%.

Single Family Residential Development:

- Much of the land area is zoned RSF-4, allowing single family residential with a minimum lot size of 6,250 square feet and a net density of 4 units/acre.
- A maximum of 343 single family dwelling units were approved under the property’s 2009 annexation agreement with the Town of Mead.
- Recent residential development in the region suggest future development might occur at a higher density. For this analysis, a residential development scenario with 550 units is also considered.
- Assumed residential development: completion of 34 or 55 units per year for the respective scenarios, beginning in 2026 with build out in 2035.²
- Initial average market value per unit: \$520,000.
- Future average market value, increasing at 2.5% per year, compounded.

¹ This value is based on the template for renewable energy projects prepared by the Colorado Department of Local Affairs, Division of Property Taxation, *2022 Renewable Template for Estimating Property Taxes for Qualified State Assessed Renewables*, available at <https://cdola.colorado.gov/renewable-energy>.

² The residential development assumptions do not represent a market analysis as to the timing, type, or value of residential development. However, there has been no development interest in the parcel since it was annexed in 2009. Furthermore, the initiation of home construction is contingent upon the completion of an approved site development/subdivision plan, site preparation and extension and construction of major utility infrastructure to the site.

Other Factors Underlying the Analysis:

- Future property tax assessment rates remain constant at 29% for industrial and 7.15% for residential.
- Revenues are based on the Town's current tax rate of 11.522 mills and assumed to remain constant.
- Property and sales and use tax revenues are projected.
- Sales and use taxes are based on the estimated taxable shares of project development and construction costs and the Town's current 3.0 percent tax rate.
- Other differences in revenues, for instance, building permits, are addressed qualitatively.
- Future general fund expenditures are projected based on the Town's 2022 adopted budget, with allocations to residential and non-residential development.

Property Tax Revenues and Projected General Fund Expenditures

Enyo's Sugar Beet Project:

- 1st year property tax revenue to the Town of Mead = \$90,068 (2026).
- Annual revenues decline 5% per year until reaching a constant \$18,962 in 2042.
- Revenues would increase following repowering and decline by 5% per year thereafter.
- Cumulative property tax revenues over 40-year life of project are estimated at \$1,896,166. The annual and cumulative property tax revenues from the Sugar Beet project are shown in Figure 1.

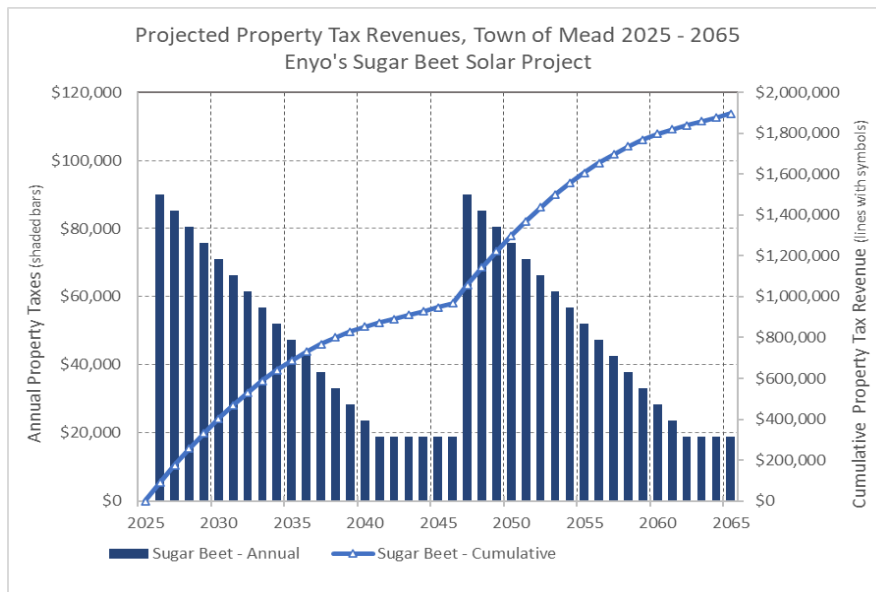


Figure 1. Projected Annual and Cumulative Property Tax Revenues from the Sugar Beet Project

- The Sugar Beet project would result in little, if any, incremental demand on municipal facilities and services. Thus, virtually all the property tax revenues generated by the project would be available to fund municipal service costs for the remainder of the community.
- Other entities with taxing authority on the property would realize cumulative property tax revenues of \$15,539,611 over the life of the project. These revenues can help support education and other public services provided to residents and businesses in Mead. These entities and their associated project-related property tax revenues are:
 - High Plains Library District: \$526,128

- o Mountain View Fire Protection District: \$2,673,756
- o Northern Colorado Water: \$164,569
- o School District RE1J-Longmont: \$9,468,983
- o St. Vrain Left Hand Water: \$231,384
- o Weld County: \$2,474,792

Single Family Residential Development:

Base Case: 343 Dwelling Units (DUs)

- 1st year property tax revenue to the Town: \$16,550 (2027).
- Annual property tax revenues increase due to appreciation, reaching \$424,871 in 2065, an average of \$1,239 per unit.
- Cumulative property tax revenues of \$9,975,504 through 2065. The annual and cumulative property tax revenues from the assumed residential development are shown in Figure 2.

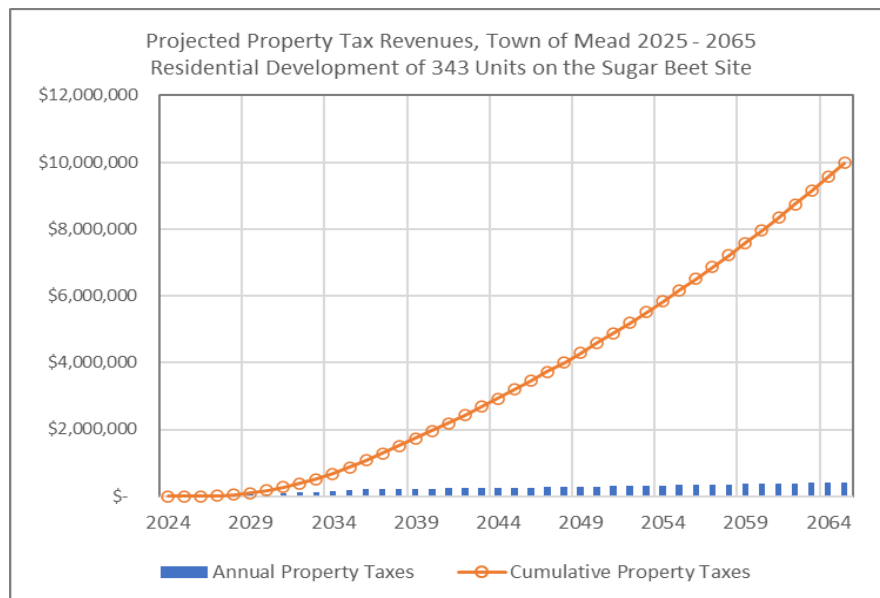


Figure 2. Annual and Cumulative Property Tax Revenue for Development of 343 DUs on the Sugar Beet Site

Unlike the Sugar Beet project which would have negligible impact on demands on municipal services and facilities, residential development of the site would result in substantial incremental demands on municipal services and facilities, including administrative services, police, public works, the town's streets, or community parks.

- The Town's 2022 budget suggests average annual general fund expenditures of \$3,400 per dwelling unit.³ Assuming comparable expenditures in the future, i.e., with no allowances for inflation over time, would result in annual incremental municipal expenditures of \$1,162,000 at build out, far greater than the incremental annual property tax revenues of \$424,884 -- see Figure 3.

³ The \$3,400 estimate is based on the: the Town's 2022 Budget, an assumption that 80% of general fund expenditures net of Board of Trustee, building inspections and non-departmental expenditures and existing residential development of 1,532 dwelling units.

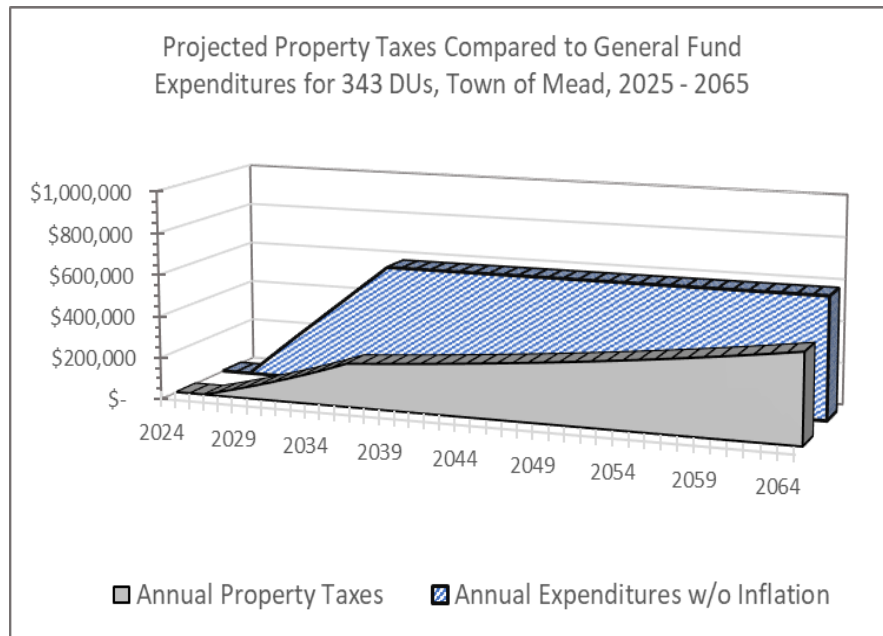


Figure 3. Annual Property Tax Revenues and Municipal Service Expenditures for Development of 343 DUs

- Through 2065, cumulative expenditures would be \$26,243,000 as compared to cumulative revenues of \$9,975,504, a net shortfall of \$16,267,563. (See also Table 1 in the conclusion).
- Even assuming incremental cost of municipal service were to decline to \$1,700 per unit, 50% of the current level, annual and cumulative expenditures would remain substantially greater than the property tax revenues from such development. Through 2065, the cumulative general fund expenditures would exceed the cumulative property tax revenues by than \$ \$11.88 million.

Higher Density Residential Development Scenario: 550 Units

- 1st year property tax revenue to the Town of Mead: \$23,561 (2027).
- Annual property tax revenues continue increasing due to the assumed appreciation, reaching \$681,301 in 2065.
- Cumulative property tax revenues would be \$15,305,532 through 2065. The annual and cumulative property tax revenues from the assumed residential development are shown in Figure 4.

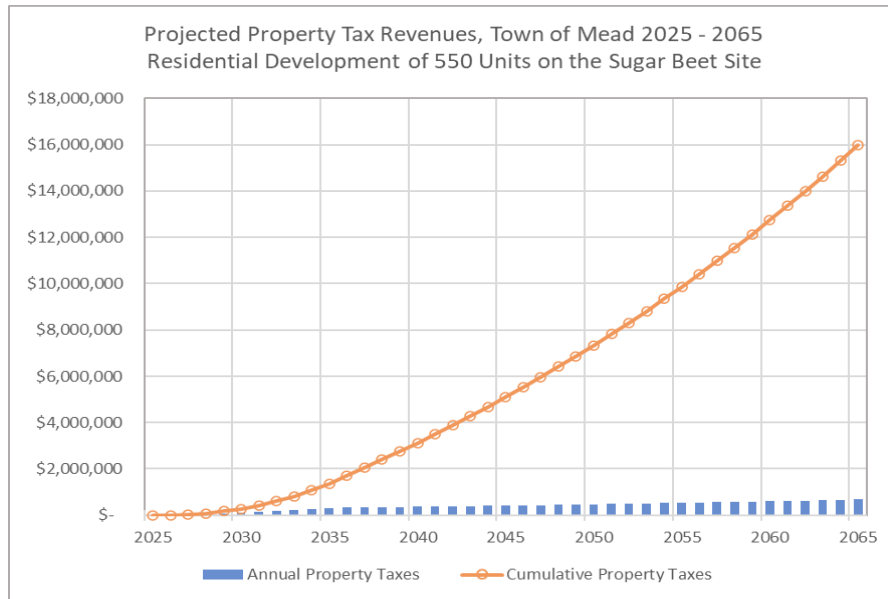


Figure 4. Annual and Cumulative Property Tax Revenues for Development of 550 DUs on the Sugar Beet Site

- Unlike the Sugar Beet project, residential development of the site would result in substantial incremental demands on municipal services and facilities.⁴ Assuming annual service expenditures of \$3,400 per dwelling unit over time yields annual incremental expenditures of \$1,870,000 at build out far greater than the incremental annual property tax revenues of \$681,301 -- see Figure 5.

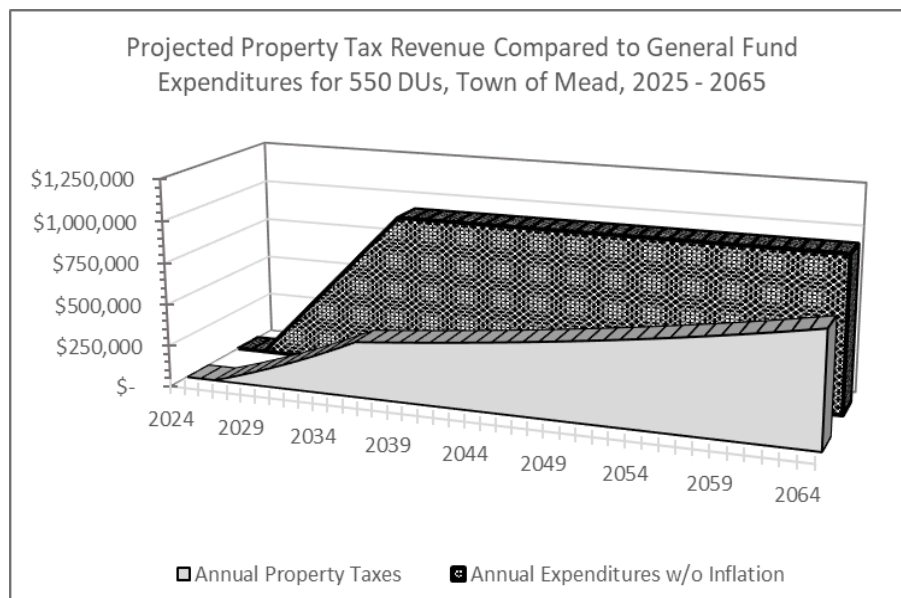


Figure 5. Projected Annual Property Tax Revenue and Municipal Service Expenditures for 550 DUs

- Through 2065, cumulative expenditures would be \$42,049,617 as compared to cumulative revenues of \$15,986,833, a net shortfall of \$26,062,784.

⁴ The \$3,400 estimate is based on the: the Town's 2022 Budget, an assumption that 80% of general fund expenditures net of Board of Trustee, building inspections and non-departmental expenditures and existing residential development of 1,532 dwelling units.

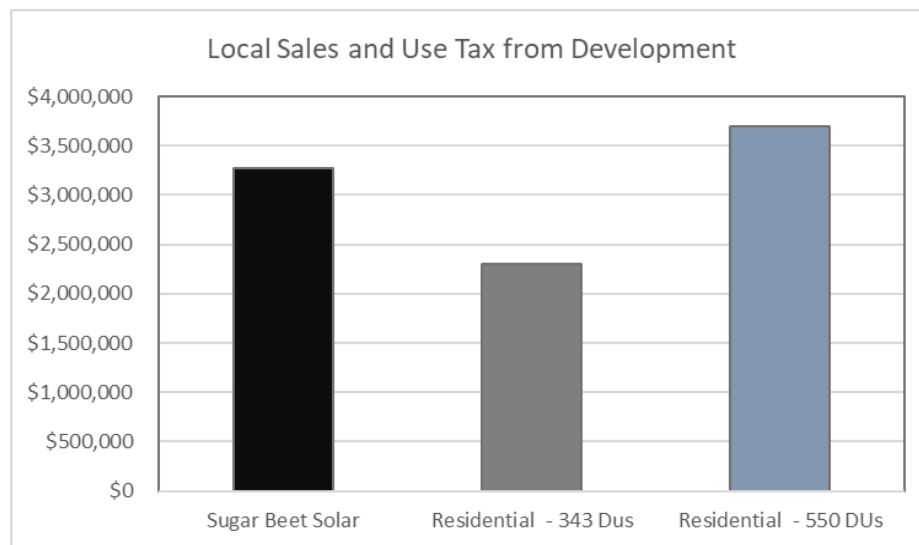
- Assuming incremental expenditures of \$1,700 per unit, and with no allowances for inflation, would still result in cumulative expenditures more than \$10.16 million greater than the property tax revenues. (See also Table 1 in the conclusion).

The above comparison shows that the Town of Mead would realize additional net property tax revenues from the Sugar Beet project and substantial savings from avoided municipal general fund service expenditures associated with residential development. Those savings are estimated at up to \$1,870,000/year assuming residential build out of 550 DUs on the subject property.

Other Development-related Revenues

Construction-related local sales and use taxes:

- Sugar Beet Solar: \$3.28 million (\$1.64 million in 2024/2025 and \$1.64 million in 2046)
- Base Case single family residential: \$2.30 million (over 10 years, 2027 – 2036)
- Higher Density single family residential: \$3.69 million (over 10 years, 2027 – 2036)
- Figure 6 presents the comparative total local sales and use taxes associated with the Sugar Beet and prospective residential development.



- Difference between Sugar Beet and the Residential (range): \$0.98 million higher than the base case residential and \$0.41 million less than the higher density development.

Local sales taxes from consumer spending by residents:

- Additional local sales tax revenues would be generated from local taxable retail purchases by residents of the residential development. Such revenues would reduce, but not fully offset the shortfalls in revenues and sales and use taxes from construction necessary to fund future municipal expenditures.
- The Sugar Beet project would generate a limited amount of such revenues. These revenues are not estimated for this analysis.

Building Permit Fees:

- Building permit fees would result under any development scenario. Such revenues are not estimated due to a lack of information on which to estimate the permit values for the project.
- The amount of building permit fee revenue derived from residential development would likely exceed that from the Sugar Beet project.
- However, such fees are intended to recoup the Town's costs associated with review and processing of development proposals and building inspections. Thus, the differences in building permit fees also reflect differences in the Town's costs such that the net budgetary impact of the difference would be limited.

Development Impact Fees:

- The prospective single family residential development would generate development impact fees commensurate with the level of development: \$4.88 million with 343 dwelling units and \$7.83 million for 550 dwelling units.⁵
- The Sugar Beet project would not be subject to development impact fees. At the same time, the incremental infrastructure capacity that would have been funded by these fees would be unnecessary.

Other Considerations

Timing of Revenues:

- The prospective single family residential development analyzed is speculative with no guarantee that this development will be constructed in the assumed manner and timeframe. Consequently, the receipt of the projected development-related and future property tax revenues is also uncertain. On the other hand, Enyo's Sugar Beet Project is ready to begin permitting and construction within a few years of receiving land use entitlements from the Town.

Future Redevelopment:

- At the end of the Sugar Beet project's operational, the site would be reclaimed after the solar project is decommissioned and become available for future redevelopment. In other words, the tax benefits associated with the Sugar Beet project defers, but do not preclude the fees and tax benefits that would be associated with future redevelopment of the underlying real estate.

Energy Production from the Project:

- Annual energy generated by the facility would meet the electrical needs of about 10,000 homes.

Conclusion

Enyo Energy's Sugar Beet Solar project would generate significant sales, use and property taxes and building permit revenues for the Town of Mead during construction and over its 40-year operating life. Additional demands on municipal services would be limited. Following decommissioning of the project, the site would be available for redevelopment, with such development triggering future rounds of municipal revenues. In comparison, residential development would result in substantial demand on municipal services and facilities with revenue shortfalls needing to be covered from other sources – see Table 1 below. Consequently, approval

⁵ Based on the current fee of \$14,228 per single family dwelling unit (DU). The impact fees per DU will be adjusted over time to reflect changes in costs.

of the Sugar Beet Solar project would yield short-term and long-term benefits to the Town of Mead.

Table 1. Net revenue from the Sugar Beet Project and Residential Development of the Site

	Sugar Beet Project	Residential Development – 343 DUs	Residential Development – 550 DUs
Property taxes thru 2065	\$1,896,166	\$9,975,504	\$15,986,833
Plus: Sales & use taxes during construction	\$3,276,000	\$2,304,000	\$3,694,000
Less: Projected municipal service costs	<u>(\$ 200,000)¹</u>	<u>(\$26,243,067)</u>	<u>(\$42,049,617)</u>
Net surplus/shortfall	\$4,972,166	(\$13,963,563)	(\$22,368,784)

¹ Based on \$5,000 per year for 40 years.

Ronald A. Dutton

Socioeconomic Specialist – Regional Economics, Fiscal Impacts, Population & Housing

Years of Experience: 35+

Technical Specialties

- Project Management of Socioeconomic studies for governmental agencies and private clients
- Social and economic impact assessments for NEPA, state and other permitting processes
- Regional economic and fiscal impact modeling

Education

- University of Wyoming, Master of Science in Economics
- University of Wyoming, Bachelor of Science in Economics

PROFESSIONAL CAREER AND EXPERIENCE

Mr. Dutton has extensive experience in the fields of regional economic analysis, socioeconomic and fiscal impact assessment, and economic feasibility analysis. A majority of Mr. Dutton's project experience is in the Rocky Mountain and Intermountain West regions, including many projects located in Wyoming. Specific assignments include assessments of proposed oil and gas, mining, energy generation and transmission, recreation, and military base realignment projects on regional economies: projections of regional economic conditions; and, the implications of growth on local government fiscal conditions. Much of this work has been associated with third-party EISs, including those for numerous proposed projects on publicly managed lands, primarily those located in Wyoming, Utah, and Nevada. Lead federal agencies for the NEPA efforts include the U.S. Bureau of Land Management, Forest Service, National Park Service, Bureau of Reclamation, Office of Surface Mining Reclamation and Enforcement, Army Corps of Engineers, U.S. Army, and U.S. Air Force.

Mr. Dutton's supported the preparation of a several permit applications to the Wyoming Industrial Siting Council including teaming with SWCA on the recently permitted TransWest Express Transmission Project in Carbon and Sweetwater counties in Wyoming. He was the socioeconomic lead for the Chokecherry-Sierra Madre Wind Project EIS (1,000 turbines) and TransWest Transmission Line (Wyoming to Nevada) EIS and led the economic, housing, and fiscal assessments for several oil and gas development projects in Carbon and Sweetwater Counties in Wyoming.

He is the socioeconomic discipline lead for the ongoing Converse County Oil and Gas EIS (Wyoming) and served as socioeconomic lead for the U.S. Bureau of Reclamation's Navajo Generating Station/Kayenta Mine Complex EIS. Other recent major projects include the Clark, Lincoln, and White Pine Counties Groundwater Development EIS (southern Nevada) and several oil and gas development projects in Utah's Uinta Basin.

An area of specialization for Mr. Dutton is the analysis of housing and fiscal impacts of growth, development, and economic contractions on local governments and quasi-public service providers. These analyses link anticipated changes in key economic activities to key revenue and expenditure streams to project net changes in fiscal conditions.

Sammons/Dutton LLC is based in Denver, Colorado. Ron and George Blankenship have collaborated on numerous projects over the past 30 years, leveraging their respective experience and specialties to prepare comprehensive and robust socioeconomic assessments, including the interdisciplinary assessment requirements of the NEPA and the WISC.

Summary of Background - Gary Horvath

4531 West 124th Avenue
Broomfield, CO 80020
sportsgrh@aol.com
303 460-9767

Work Experience

Business and Economic Research, Durango/Broomfield, Colorado, ongoing, 37 years ongoing.

- Manages and conducts independent business, economic, and market research.
- Focus on labor analysis, industry analysis, economic impact, and analysis of sports data.

2021 Colorado Legislative Independent Redistricting Commission, Denver, Colorado, 9 months.

- Served on commission to draw 65 House and 35 Senate maps.

Research Manager, Colorado Office of Labor Market Information, Denver, Colorado, 1 year.

- Conducted labor analysis for Colorado industries and geographic areas.
- Managed special projects in support of various state agencies.
- Evaluated economic impact analyses.
- Delivered labor and data presentations
- Worked on special projects.

Managing Director, University of Colorado, Leeds School of Business, Business Research Division, Boulder, 4 years.

- Hiring and managing 3 to 4 full-time staff and 3 to 5 student researchers.
- Managed budget of \$350,000.
- Responsible for preparation of research proposals, projects, and presentations.
- Directed Colorado Business Economic Outlook Forum.
- Developed organizational strategic plan
- Managed department communications (e-newsletter, website, and blog).
- Conducted interviews with media.

Co-Founder/Project Instructor, Business of Sports Certification Program, University of Colorado, 1 1/2 years.

- Developed curriculum for program.
- Got approval for program from university officials.
- Provided input in recruitment of students and support companies.
- Oversaw research projects conducted by students.

Research Analyst, University of Colorado, Leeds School of Business; Business Research Division and Business Advancement Center, Boulder, 13 years.

- Managing staff of 3 to 4 full-time staff and 3 to 5 student researchers.
- Responsible for preparation of research proposals, projects, and presentations.
- Principal investigator for Colorado Business Economic Outlook Forum.
- Assisted with organizational strategic plan.
- Responsible for department communications.
- Conducted interviews with media.

Marketing Analyst, Mile High Equipment Company, Denver, Colorado, 3 years.

- Prepared monthly and annual domestic and international sales and order forecasts by major product categories (\$40 million).
- Prepared monthly market share analysis.
- Helped initiate and manage equipment leasing program for distributors.
- Prepared government bids.
- Developed product mix and sales analysis.
- Tracked distributor inventories.
- Developed methodology for evaluating potential sales for regional marketing managers.
- Assisted with strategic planning efforts.

Director of Racquet Sports, Tamarron Resort, Durango, Colorado, 13 years.

- Managed racquet sports programs for five-star resort.
- Responsible for preparation of annual budget and presentation of performance-to-budget at monthly budget meetings with General Manager, CFO, and President.
- Attended weekly department manager meetings; reported on activities and performance-to-budget.
- Responsible for hiring, staffing, and management of staff of 3 to people.
- Managed retail outlet.
- Coordinated group sales efforts with the reservations and conference sales department.
- **Chair of Energy Task Force (ETF)** directed cross functional team that reduced the company's energy consumption through conservation efforts and the installation of new equipment, chaired committee 3 years; received state and national recognition for ETF's work.
- **Member of Quality Assurance Task Force**, committee that developed metrics for measuring staff performance against quality standards; chaired subcommittee that directed employee satisfaction survey, served on committee 2 years.
- **Co-Director of Tamarron/Miller Lite-10K** Mountain race for 150 runners, five years.
- **Committee member for Ken Stabler Coors Tamarron Classic**, fund-raising event for local charity.

Adjunct Faculty, Fort Lewis College, Durango, Colorado, taught 1-2 business statistics classes each academic year for 7 years.

Education

Master of Business Administration, general business with an emphasis in marketing and finance, University of Colorado.

- Worked as research assistant.

Master of Education, education with emphasis in athletic administration, Oregon State University.

- Worked as a research assistant.
- Played on club volleyball team.

Bachelor of Arts, mathematics, Fort Lewis College.

- Received academic and athletic scholarships.
- Worked as dorm advisor.
- Served on student senate.
- Member and captain of men's tennis team/All Conference and Academic Honor roll.

Professional Development and Continuing Education

Continuing Education Programs, attended ongoing continuing education programs and webinars, NABE, DABE, The Conference Board, USPTA, the Aspen Institute, Project Play

LED Partnership Workshop attended workshop for users of Local Employment Dynamics data set.

Leadership Broomfield, participant in local leadership development program.

50 for Colorado, participant in statewide leadership development program.

National Association of Business Economists attended 11 national annual policy meetings.

Denver Association of Business Economists attended numerous 25 monthly Colorado meetings.

Colorado Chapter American Marketing Association attended over 15 monthly Colorado meetings.

Association of University and Business Economic Research attended 10 national meetings.

State Demographer's Annual Meeting attended 18 meetings.

State Economic Development Council of Colorado attended over 15 state and regional meetings.

UEDA/NAMTAC Annual Conference, attended two conferences.

JIT/TQC, week-long intensive training seminar, Denver, CO.

USPTA World and Regional Conferences, attended over 50 annual world, regional, and local conferences.

USTA Tennis Teachers Conference, attended 1 international conference.

USAV High Performance Coaches Clinics, attended 6 national conferences.

WTCA Baseline Certification, completed comprehensive online course to support coaches who work with women tennis players.

Community Involvement

Colorado media - Wrote op-ed columns and quoted in Colorado media, 20+ years, current.

Adams County Economic Development Corporation, 7 years - current.

Colorado Advanced Industries, Chair of Photonics/Electronics Committee for grant funding for early stages companies, 9 years - current.

Colorado Photonics Industry Association, Co-Founder, Officer, and Board Member, 20+ years, current.

Adams County Education Consortium, participant in ACEC meetings, 8 years, current.

Economic Development Council of Colorado, Board Member, 4 years.

Colorado Blueprint Committee, Served on multiple ad hoc committees/groups for the Colorado Blueprint Bottom-up strategic planning process for the Governor's Office of Economic Development, 2 years.

Northwest Denver Business Partnership, Board Member, 2 years.

Broomfield Economic Development Corporation, Board Member, 3 years.

Renewable and Sustainable Energy Institute (RASEI) at University of Colorado, Affiliate, 3 years.

School Accountability Committee, The Academy of Charter Schools, Committee Chair, 3 years.

USA PPTA - Founder, President of certification trade association for platform tennis instructors, 5 years.

APTA - National Board Member, Platform tennis governing body, 13 years.

USPTA - National Executive Committee (2 years), Divisional Board Officer/Committee Chair 20+ years, USPTA National Platform Tennis Committee, 3 years.

American Marketing Association, Officer, 1 year, member 20 years.

Net Results, Charter Board Member, After-school program for at-risk children, 1 year.

Professional Recognition

Colorado Photonics Industry Association Founder's Award, contributions to the Colorado Photonics Industry, 2006.

NAMTAC (UEDA) Project of the Year, development of the Colorado photonics cluster.

USPTA Intermountain Division, Professional of the Year, contributions to the tennis profession in Intermountain Region, 1993.

CTA - Clyde Rogers Award, contributions to recreational tennis in Colorado, 1991.

USPTA Master Professional, ongoing contributions to the tennis profession, 1991.

State of Colorado, Technology Transfer of the 1980's, contributions of Tamarron Energy Task Force to energy conservation, 1984.

U.S. Department of Energy, Technology Transfer of the 1980's, contributions of Tamarron Energy Task Force to energy conservation, 1984.

Presentations

"Momentum and Headwinds - Colorado Economy," 35-minute presentation for Castle Rock Economic Development Corporation, January 2022.

"State of Colorado Economy," 12-minute webinar panel presentation for Colorado Cooperative, December 2021.

"State of Colorado Economy," 12-minute webinar panel presentation for Colorado Cooperative, December 2020.

"Position Your Business for the Economic Recovery," 45-minute webinar (Zoom) panel for members of Adams County Regional Economic Partnership, April 2020.

"The Colorado Economy," 30-minute presentation to members of Financial Planning Association of Colorado, January 2020.

"Legislation and the Colorado Economy," 60-minute panel discussion to members of the Castle Rock Chamber of Commerce, June 2019.

"Colorado Economy and Employment Data Through March 2017," 40-minute presentation to presidents and officers of Colorado First Bank, May 2017.

"Colorado Economic Update - Focus on Manufacturing," 35-minute presentation to the Colorado Advanced Manufacturing Association, March 2017.

"Colorado Economic Forecast 2017 - Just the Facts!" 40-minute presentation to the Larimer County Workforce Board, February 2017.

"Colorado and Boulder Economic Update," 45-minute presentation to Boulder Area Human Resource Association, June 2015.

"Realities of U.S. and Colorado Economies," 30-minute presentation to Board of Directors, Longmont Area Economic Council, Longmont, CO, June 2013.

"Review of U.S. and Colorado Economies," 20-minute presentation to the membership, Brighton Economic Development Corporation, Brighton, CO, May 2013.

"Colorado Economic Outlook 2013," One-hour presentation to the Colorado Technical Recruiters' Network - Southern Metro area, monthly meeting, Englewood, CO, May 2013.

"Colorado Economic Outlook 2013," One-hour presentation to the Colorado Technical Recruiters' Network - Northern Metro area, monthly meeting, Broomfield, CO, May 2013.

"Colorado Industries, Occupations, And Completions Workforce Supply and Demand", 45-minute presentation to the Colorado Commission on Higher Education, Denver, CO, February 2013.

"Broomfield Economic Development Corporation Employment Update," 30-minute presentation for BEDC, April 2012.

"Industries and Occupations Transforming the Northern Colorado Economy." 45-minute presentation for the Larimer County Workforce Board, Annual Business Summit, Loveland, CO, February 2012.

"Colorado Economic Forecast 2012," One-hour presentation to the Colorado Technical Recruiters' Network - Southern Metro area, monthly meeting, Englewood, CO, February 2012.

"Colorado Economic Forecast 2012," One-hour presentation to the Colorado Technical Recruiters' Network - Northern Metro area, monthly meeting, Broomfield, CO, January 2012.

"State of Manufacturing in Colorado." One-hour presentation to the Adams County Economic Development Membership, Annual Meeting, Westminster, CO, November 2011.

"Colorado -State of the Economy." One-hour presentation to Adams County Education Consortium, Westminster, CO, October 2011.

"Midyear Economic Update: Implications for the IT and Mobile Industries," 45-minute presentation to Rocky Mountain Information Managers Association, Denver, CO, August 2011.

"Colorado Economic Review," One-hour presentation to the Colorado Rural Workforce Consortium Workforce Investment Board Annual Conference, Vail, CO, June 2011.

"Colorado and Boulder Economic Update," 45-minute presentation to Boulder Area Human Resource Association, June 2011.

"Why Photonics Matters to the Colorado Economy," 45-minute presentation to Colorado Photonics Industry Association, Boulder, CO, May 2011.

"The Rocky Colorado Economy." 30-minute presentation to the Broomfield Economic Development Corporation, Broomfield, CO, September 2010.

"Where is the Colorado Economy Headed?" Two 35-minute presentations to the Castle Rock Economic Development Corporation, Castle Rock, CO, July 2010, and June 2011.

"Colorado's Economy - Economic Drivers of the Economy." Three-hour presentation to loan officers at Guaranty Bank discussing how to use research and data to better understand their client's markets, Longmont, CO, March 2010.

"Colorado Data Mining Project - Jobs and Occupations" - Nine 45-60-minute presentations were made to Colorado Workforce Centers across the state, as well as the state conference, June - November 2009.

"Colorado Labor Trends," 35-minute presentation to Career Theories classes, Boulder, CO, April 2009.
"Colorado Economic Forecast," 1-hour presentation to Fifty for Colorado, Boulder, CO, January 2009.

"Forecast Accuracy – Colorado Business Economic Outlook," chaired panel discussion on forecast accuracy and made 20-minute presentation of working paper at AUBER annual conference, Bellingham, WA, October 2008.

"Boulder's Economic Drivers," 25-minute presentation at the Boulder Economic Summit on industry sectors and clusters that drive the Boulder economy, May 2008

"Advanced Technology in Colorado and Boulder County," 30-minute presentation to Longmont Area Economic Council Board of Directors, May 2007.

"Advanced Technology in Colorado and Boulder County," 30-minute presentation to Boulder County Workforce Development Board, May 2007.

"Impact of Federal Facilities on Denver Metro Area," 30-minute presentation to Denver Federal Board, Denver, CO, March 2007.

"Colorado's Nanotechnology Roadmap," 30-minute presentation to CORE and DABE, Denver, CO, presentations made in December 2006 and February 2007.

"Colorado's High-Tech Economy," 45-minute presentation to Fifty for Colorado Technology session, Boulder, CO, October 2006.

"Unveiling Colorado's Nanotechnology Roadmap," 30-minute presentation to announce the strategic plan for nanotechnology in Colorado as part of the Governor's Tech Week, Denver, CO, September 2006.

"The Future of the Electronics Industry in Colorado," 45-minute presentation to Rocky Mountain Chapter of IMAPS, Louisville, CO, September 2005.

"Colorado Microenterprise Analysis," 15-minute panel presentation at Colorado MicroCredit Conference, September, 2005.

"Are We Technically Ready?" 45-minute presentation at The Business of Emerging Technologies Conference, Aurora, CO, May 2005.

"Overview of the Boulder Economy," 30-minute presentation to the Boulder Valley Comprehensive Plan Task Force, Boulder, CO, January 2005.

"The Impact of the Department of Commerce Federal Labs on the City of Boulder, Boulder County, and Colorado," 15-minute presentation to the Boulder City Council, Boulder, CO, July 2002.

"What's the Point of it All? – Finding the Illusive Point," one-hour presentation on probability theory relative to tennis scoring, 2000 USPTA World Conference, Phoenix, AZ, September 2000.

"Colorado Sees the Light – Providing Support for the Colorado Photonics Industry," a 30-minute presentation on the formation of CPIA, 1999 NAMTAC Conference, Washington, D.C., March 1999.

"What's the Point of it All? Applications of Markovian Chain Theory," 10-minute presentation on sports applications of Markovian Chain Theory, 1999 USPTA Regional Convention, Denver, CO March 1999.

"Projecting and Managing a Special Project Budget," The USPTA Guide to Country Club Operations, 1989, 1996, 2003.

"Selecting the Right Person for Your Situation," 15-minute presentation for RJ Reilly Symposium, South Salem, NY, October 1988.

"Promoting Special Events," 15-minute presentation for RJ Reilly Symposium, South Salem, NY, October 1988.

Publications

The following list includes a portion of the projects, competitive analyses, or assessments in which Gary Horvath was the primary investigator or significant contributor to the study.

Publications (Published Regularly)

Colorado Business Economic Outlook prepared annual forecast booklet, presentation, and speech, as well as 30 to 50 presentations throughout the year, 1996 to 2010.

Colorado Business Review, Technical Advisor and Contributor, 1997 to 2010.

Colorado Photonics Directory and Industry Analysis, Editor, September 2006-2007, September 2004-2005, September 2002-2003, June 2000-2001, June 1998, June 1997.

Colorado Directory of Manufacturing, Editor, 2000.

Advanced Technology

A Roadmap for Nanotechnology in Colorado.

Homeland Security Research in Colorado.

Impact of the Aerospace Industry on Boulder County.

CCHE TAG Evaluation (CUBAC).

Summary of Findings for Public Sector Multi Use Network Project.

Economic Impact for Colorado Companies, A Survey of Colorado SBIR Award Winners.

University-Industry Seed Grant Program completed three years.

Colorado Technology Survey – Company Development and Plans Needs.

Colorado Technology Survey – Research Related Information.

Agriculture

Impact of the National Western Stock Show on Colorado.

The Impact of a Proposed Cheese Factory on Yuma County.

Impact Study of the Hog Industry on Yuma County.

Blog - Research and the Real World

Prepared a blog for the CU BRD three times a month about the Colorado economy and research conducted by group, 1 year.

Construction

Colorado's Construction Industry - Impact Beyond the Hammers and Nails

Competitive Analysis of Cement Industry.

Economic Development

(Confidential – multiple organizations) Regional Competitive Data Analysis

Broomfield City and County Economic Base Analysis.

US Enterprise Zone Benchmarks.

Incentivize Success.

Economic and Fiscal Impact of the Proposed Job Creation Program on the State of Colorado.

Economic Drivers: City of Boulder, Boulder County, Colorado.

Mayor's Office of Economic Development and International Trade Performance Survey.

(Confidential) Bank Market Feasibility Study.

Entrepreneur Resource Program Review, September, completed 2 years.

Impact Study of IBM on Rochester Minnesota.

Impact Study of IBM on Boulder County and Colorado.

Economic Performance

cber.co monthly economic reviews July 2010 to current.
cber.co Colorado Economic Forecast 2012 to current.
cber.co Analysis of Colorado and U.S. Gross Domestic Product by Sector Through 2012.
cber.co Why the Weak Recovery?
cber.co State and Federal Data Sets.
cber.co Are We Better Off Now Than We Were Four Years Ago?
cber.co Analysis of Colorado Gross Domestic Product, 1997 to 2011.
cber.co Real GDP and Colorado Employment Analysis
cber.co The Colorado Economy Ten Years After September 11, 2001.
Accuracy of the Colorado Business Economic Outlook Forecast.

Entrepreneurships/Startups

cber.co Where's the Startups?

Federal Facilities

CO-LABS Economic Impact Study: The Impact of Federally Funded Research Laboratories in Colorado.
Impact of Federal Facilities on Denver Metro Area.
Impact of the Federal Laboratories on Boulder County.

Film Industry

Summary of the Impact of Film Incentives on the Colorado Economy and on Public Revenues.
Impact of the Film Industry on Colorado.

Health Care

Hospital Selection Survey.
University of Colorado Faculty and Staff Medical Plans Survey completed 2 years.

Impact Analyses (Mini studies conducted on behalf of EDCC)

(Six studies - Confidential) Impact of Major Company on Colorado County and the State.
Economic Impact of Coal Industry on Yampa-White River Basin.
(Confidential) Economic Impact of Two Projects on a Rural Community.
Economic Impact of Construction Project and Operations of Columbine Middle School
Economic Impact of Recreation Facility on Estes Park Colorado.
Economic Impact of Retail Project in Yuma County.
(Confidential) Economic Impact of Retail Project on Rural Community.

Manufacturing

cber.co 2013 Colorado Manufacturing Review (mini report).
cber.co Manufacturing Review Through 2012 (mini report).
(Confidential) Company/Industry Economic Impact Analysis
Colorado Manufacturing 2011.
Mid-America Manufacturing Technology Center Marketing Assessment.
The Colorado Manufacturing Competitiveness Planning Project Focus Group Report.

Non-Profits

Economic Impact Analysis of the Broomfield United Methodist Church.

Research Projects (Completely Regularly)

Impact of the Colorado International Trade Office completed 15 years.
Colorado Business Leaders Confidence Index Series completed 7 years.
Boulder County Leading Economic Indicator Series completed 9 years (CU), 1+ year.
Topical Analyses for Fifty for Colorado Program completed 3 years.

Renewable Energy

Renewable Energy Tourism Initiative (RETI).
Impact Study of the Renewable Energy Industry on Colorado.

Retail

Satisfaction and Retail Sales Leakage Analysis - Fort Morgan and Morgan County.
Fiscal and Economic Impact Analysis of Home Depot on the City of Longmont.
Economic Impact of Parker Days on the City of Parker, Colorado.

State Economy

Colorado Data Mining Project.
Analysis of Microenterprise Business Segment in Colorado.
Colorado's Economic Opportunities: Today, Tomorrow, and the Future.
Long Term Prospects for the Denver Metro and Colorado Economies.
Technology, Innovation, and Economic Growth in Colorado.

Technologies

Market Assessment for Electronic Lead Monitor.
Market Assessment for Magnetic Resin Recovery and Removal Process.
Market Assessment for Phi-Theta Precision Gage.
Market Assessment for Non-Contact Contour Precision Gage.
Market Assessment for Precision Contour Gage.
Market Assessment for X-Z Theta Cutting Method.
Market Assessment for Pneumatic Tube Conveyance Systems.
Market Assessment for Vortex Chip Handling System.
Market Assessment for Robot Tool Exchange System.
Market Assessment for Binary Phase Diagram Software.

Tourism

Survey of Visitors to the Colorado Welcome Centers.
Off-Leash Area User Study: Cherry Creek State Park and Chatfield State Park.
A Survey of Colorado Recreation Trends, Issues, and Needs.
Economic Impact of the Arts on Aspen and Snowmass.

University Programs

Perceptions of the University of Colorado (by alumni, private sector, business leaders, and guidance counselors).
Survey of President's Club and Chancellor's Society Donors.
Needs Assessment for the University of Colorado at Boulder Alumni Association.

Workforce

Larimer County Industries and Occupations Project - Transforming Northern Colorado.

Workforce Data Mining Project.

Workforce Boulder County: Business Process Mapping.

Summary of Findings for Workforce Boulder County Awareness Project.

Older Worker Profile in Regions 9 and 10.

From: [Jennifer Vecchi](#)
To: [Jason Bradford](#); [Collin Mieras](#)
Cc: [Helen Migchelbrink](#); [Christine Mikell](#); [Jeremy Call](#)
Subject: FW: Property Tax Estimate
Date: Friday, December 2, 2022 8:40:46 AM

Good morning Jason,

At my request, Michael Krueger, Property State Specialist III, within the State Assessed Properties & Appraisal Standards Department at DOLA, has reviewed the Sugar Beet Solar fiscal analysis titled, *Selected Fiscal Implications for the Town of Mead, Colorado – Revised October 2022*, as well as, the numbers calculated within the state template that provided the basis for the analysis. Please see his comments below. Thank you.

Jennifer

From: Krueger - DOLA, Michael <michael.krueger@state.co.us>
Sent: Thursday, December 1, 2022 10:35 PM
To: Jennifer Vecchi <Jennifer@vecchiassociates.com>
Subject: Property Tax Estimate

Hello Jennifer,

As a follow up to our conversation, below is some additional information concerning solar farm assessment and some conclusions based on a review of the provided tax factor template for the proposed solar energy facility near the Town of Mead.

To begin with, any renewable energy facility with a nameplate capacity of greater than 2 MWac, is considered a state assessed public utility. As such, our office would be responsible for the valuation of this facility if/when it is constructed. I am the state expert on renewable energy assessment and personally perform the valuations for facilities like the one being proposed.

There are no statewide property tax exemptions for utility-scale solar farms. There are some exemptions for smaller scale photovoltaic systems (such as those on residential property) but I am not aware of any exemption that would affect a facility of this size. Local governments may enact incentive payments or property tax rebates under certain circumstances but those would be decided and administered by each individual taxing entity.

In terms of the template itself, the purpose of the template is to provide an estimate of the value of the renewable energy facility and an estimate of the property taxes paid over a thirty-year period. All state assessed renewable energy facilities are valued under the statutory guidelines in § 39-4-102, C.R.S. While I cannot confirm whether or not the annual production factors (the main inputs on the spreadsheet) are accurate, the numbers provided look reasonable based on comparable solar facilities in the state. Assuming these numbers are correct, the tax factor template appears to be correctly calculating the estimated value and taxes as intended.

Please let me know if you have any additional questions or concerns.

Sincerely,

Michael Krueger
Property Tax Specialist III
State Assessed Properties & Appraisal Standards



D 303-864-7792 | M 303-864-7777 | F 303-864-7799
1313 Sherman St., Suite 419, Denver, CO 80203
michael.krueger@state.co.us | cdola.colorado.gov/property-taxation

Need to schedule a meeting with me? You can view my availability and schedule a meeting here: <https://zcal.co/mkrueger>

Under the Colorado Open Records Act (CORA), all messages sent by or to me on this state-owned e-mail account may be subject to public disclosure.



COLORADO
Department of Local Affairs
 Division of Property Taxation

2022 Renewable Template for Estimating Property Taxes for Qualified State Assessed Renewables
FOR PROJECTS PLACED IN SERVICE ON OR AFTER JANUARY 1, 2021

State of Colorado - State Assessed Properties

Instructions: (the form is pre-populated to indicate continued integrity of the formulas)

Please complete what is highlighted in Yellow

Annual Factors

Rated Plant Capacity (incl. storage)	44.1	MW (AC)
Annual Production	100,565	MWh
Annual Capacity Factor	29%	%
Energy Price (PPA)	\$55	\$/MWh
Energy Price Escalation Factor (PPA)	0.00%	% per year
Projected Gross Revenue	\$5,521,008	MWh x price
2021 Mill Levy (decimal)	0.011522	11.5220
Capital Cost Threshold	\$640	\$/kW
Non-renewable Equiv. Capital Cost	\$28,224,000	w/o intertie line
Intertie Line Included in the Unit?	yes	new = yes
Intertie Line	\$150,000	fixed cost

2022 Colorado Capital Cost Thresholds

The capital cost thresholds are the non-renewable equivalent costs developed each year in accordance with §39-4-102, C.R.S. The cost thresholds are contained in the table to the right. The full history of the cost thresholds is available on the Division's website.

2022 Delivery Capital Cost Threshold

Intertie lines are not part of the capital cost threshold table. Projects in service after 1/1/2012 have the Division's non-renewable equivalent cost of \$70,000 added to the capital cost threshold each year.

Other Important Information

The projected property tax is estimated as levelized, but will fluctuate each year with the comparable non-renewable energy cost and other variables.

The nameplate of on-site battery storage connected to the grid should be added to the total nameplate for the facility and valued together.

Have questions? Call Michael Krueger at 303-864-7792.

Capacity Factor = (Annual Production) ÷ (Capacity × 8,760 hours per year).

Annual Production = (Capacity Factor) × (Capacity × 8,760 hours per year).

Unhide the missing rows (25-55) to see the depreciating cost basis annual estimated property tax payments, which are converted into level payments below.

Benchmark Calculations

30 Year Projected Property Tax

	Non-Renewable Comparable Cost Basis	Depreciation Factor	Depreciated Value	Assessment Rate	Projected Assessed Value	Prior Year's Mill Levy %	Projected Property Tax	Intertie Line	Total Projected Property Tax
Year 1	\$ 28,224,000	95%	\$26,812,800	29.00%	\$7,775,712	1.1522%	\$89,592	\$476	\$90,068
Year 2	\$ 28,224,000	90%	\$25,401,600	29.00%	\$7,366,404	1.1522%	\$84,876	\$451	\$85,327
Year 3	\$ 28,224,000	85%	\$23,990,400	29.00%	\$6,957,216	1.1522%	\$80,161	\$426	\$80,587
Year 4	\$ 28,224,000	80%	\$22,579,200	29.00%	\$6,547,968	1.1522%	\$75,446	\$401	\$75,847
Year 5	\$ 28,224,000	75%	\$21,168,000	29.00%	\$6,138,720	1.1522%	\$70,730	\$376	\$71,106
Year 6	\$ 28,224,000	70%	\$19,756,800	29.00%	\$5,729,472	1.1522%	\$66,015	\$351	\$66,366
Year 7	\$ 28,224,000	65%	\$18,345,600	29.00%	\$5,320,224	1.1522%	\$61,300	\$326	\$61,625
Year 8	\$ 28,224,000	60%	\$16,934,400	29.00%	\$4,910,976	1.1522%	\$56,584	\$301	\$56,885
Year 9	\$ 28,224,000	55%	\$15,523,200	29.00%	\$4,501,728	1.1522%	\$51,869	\$276	\$52,145
Year 10	\$ 28,224,000	50%	\$14,112,000	29.00%	\$4,092,480	1.1522%	\$47,154	\$251	\$47,404
Year 11	\$ 28,224,000	45%	\$12,700,800	29.00%	\$3,683,232	1.1522%	\$42,438	\$226	\$42,664
Year 12	\$ 28,224,000	40%	\$11,289,600	29.00%	\$3,273,984	1.1522%	\$37,723	\$200	\$37,923
Year 13	\$ 28,224,000	35%	\$9,878,400	29.00%	\$2,864,736	1.1522%	\$33,007	\$175	\$33,183
Year 14	\$ 28,224,000	30%	\$8,467,200	29.00%	\$2,455,488	1.1522%	\$28,292	\$150	\$28,442
Year 15	\$ 28,224,000	25%	\$7,056,000	29.00%	\$2,046,240	1.1522%	\$23,577	\$125	\$23,702
Year 16	\$ 28,224,000	20%	\$5,644,800	29.00%	\$1,636,992	1.1522%	\$18,861	\$100	\$18,962
Year 17	\$ 28,224,000	20%	\$5,644,800	29.00%	\$1,636,992	1.1522%	\$18,861	\$100	\$18,962
Year 18	\$ 28,224,000	20%	\$5,644,800	29.00%	\$1,636,992	1.1522%	\$18,861	\$100	\$18,962
Year 19	\$ 28,224,000	20%	\$5,644,800	29.00%	\$1,636,992	1.1522%	\$18,861	\$100	\$18,962
Year 20	\$ 28,224,000	20%	\$5,644,800	29.00%	\$1,636,992	1.1522%	\$18,861	\$100	\$18,962
Year 21	\$ 28,224,000	20%	\$5,644,800	29.00%	\$1,636,992	1.1522%	\$18,861	\$100	\$18,962
Year 22	\$ 28,224,000	20%	\$5,644,800	29.00%	\$1,636,992	1.1522%	\$18,861	\$100	\$18,962
Year 23	\$ 28,224,000	20%	\$5,644,800	29.00%	\$1,636,992	1.1522%	\$18,861	\$100	\$18,962
Year 24	\$ 28,224,000	20%	\$5,644,800	29.00%	\$1,636,992	1.1522%	\$18,861	\$100	\$18,962
Year 25	\$ 28,224,000	20%	\$5,644,800	29.00%	\$1,636,992	1.1522%	\$18,861	\$100	\$18,962
Year 26	\$ 28,224,000	20%	\$5,644,800	29.00%	\$1,636,992	1.1522%	\$18,861	\$100	\$18,962
Year 27	\$ 28,224,000	20%	\$5,644,800	29.00%	\$1,636,992	1.1522%	\$18,861	\$100	\$18,962
Year 28	\$ 28,224,000	20%	\$5,644,800	29.00%	\$1,636,992	1.1522%	\$18,861	\$100	\$18,962
Year 29	\$ 28,224,000	20%	\$5,644,800	29.00%	\$1,636,992	1.1522%	\$18,861	\$100	\$18,962
Year 30	\$ 28,224,000	20%	\$5,644,800	29.00%	\$1,636,992	1.1522%	\$18,861	\$100	\$18,962
Based on Depreciating Non-Renewable Cost Basis:					Total Tax Paid Over		Annual Levelized		
Thirty Year Assessed Value Total Estimate					30-years	\$1,137,700	Equivalent	\$37,923	

	Annual Energy Production (MWh)	Energy Price Assumption	Gross Energy Revenue	Tax Factor*	Actual Value	Assessment Rate	Assessed Value	Prior Year's Mill Levy %	Projected Property Tax Payment
Year 1	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Section b, Item i.	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923

Year 4	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 5	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 6	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 7	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 8	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 9	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 10	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 11	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 12	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 13	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 14	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 15	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 16	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 17	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 18	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 19	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 20	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 21	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 22	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 23	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 24	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 25	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 26	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 27	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 28	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 29	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 30	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
PROJECTED 30-YEAR PROPERTY TAX REVENUE (income basis)									\$1,137,700

** Tax Factor: Equivalent to a gross income multiplier without income from renewable energy income tax credits.*

Colorado Threshold Rate History 2014-2022 For State Assessed Qualified Renewable Energy Facilities										
Nameplate MWac	Nameplate kWac	2014	2015	2016	2017	2018	2019	2020	2021	2022
0.000 - 2.000	0 - 2,000	\$1,089	\$1,098	\$1,128	\$1,182	\$1,227	\$1,248	\$1,267	\$511	\$560
2.001 - 5.000	2,001 - 5,000	\$844	\$845	\$916	\$986	\$1,048	\$1,103	\$1,146	\$511	\$560
5.001 - 10.000	5,001 - 10,000	\$738	\$740	\$799	\$859	\$912	\$964	\$1,001	\$511	\$560
10.001 - 50.000	10,001 - 50,000	\$552	\$553	\$577	\$600	\$621	\$635	\$645	\$638	\$640
50.001 - 100.000	50,001 - 100,000	\$435	\$436	\$547	\$479	\$499	\$511	\$518	\$514	\$506
>100.001	>100,001	\$388	\$376	\$371	\$368	\$354	\$342	\$334	\$328	\$319

Note: For tax years 2022 and 2023, the assessment rate for renewable energy facilities is 26.4% rather than 29%.

2025	<= changed from the state's spreadsheet to reflect the assumed end of the temporary reduction in assessment rates.
2026	
2027	
2028	
2029	
2030	
2031	
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2048	
2049	
2050	
2051	
2052	
2053	
2054	
1,327,316	Total for 40-yr

TOWN OF MEAD RESIDENTIAL DEVELOPMENT STATUS AND PROJECTED BUILDOUT (November, 2022)		
CURRENT PROJECTS		
Approved/Under Construction	Total Number of Lots	Total Number of Lots Left
Lakeside Canyon	223	48
The Highlands	203	72
Range View	73	73
Red Barn	454	454
Total	953	647
Entitled (Haven't Started Construction)	Total Number of Lots	
Waterfront Filing No. 1	391	
Mead Place	311	
Meadow Ridge	361	
Total	1063	
Under Review	Total Estimate (low-end)	Total Estimate (high-end)
Waterfront (remaining property)	1409	1409
Meadow Ridge (remaining property)	309	309
Turion	2600	2600
Buffalo Highlands	375	750
Total	4693	5068
Pre-apps	Total Units	
Welker Farms	400	
Livano at Foster Ridge	330	
Total	730	
Projects that may start again		
Grand Meadow	373	
Mead Village	395	
Total	768	

Projected Buildout of Residential Lots at Low, Medium, and High Building Permits (BP)/Year ratios				
Entitlement Status	Number of Lots	Low Scenario (150 BP/year)	Med Scenario (250 BP/year)	High Scenario (350 BP/year)
Approved/Under Construction	647	4.3	2.6	1.8
Entitled	1063	7.1	4.3	3.0
Under Review	4693	31.3	18.8	13.4
Pre-Apps	730	4.9	2.9	2.1
Projects that may start again	768	5.1	3.1	2.2
TOTAL	7901	52.7	31.6	22.6
PROJECTED POPULATION	7901 X 2.8 per household = 22,123 people + existing Town population 6,500 (2022) = 28,623 total population at buildout of current projects			

Nov. 14, 2022

Mead Planning Commission
P.O. Box 626
Mead, CO 80542

RE: Letter of Support for the Sugar Beet Solar Project

Dear Commissioners:

Please accept this letter of support for the Sugar Beet Solar Project, a utility-scale solar project that will generate 40 megawatts (MW) of electricity and include an adjacent 25 MW battery energy storage system.

United Power is fully supportive of solar-plus-storage projects such as this one being planned in Mead. The cooperative has a long history of championing forward-looking, local power resources such as the first community solar garden in Colorado, the largest battery in the state, and a multitude of other advanced technologies.

Although the Sugar Beet Solar Project will interconnect to different utility, we are glad that it is located in the United Power service territory. Unfortunately, due to restrictions under our current wholesale power contract, we are not allowed to commit to using the electricity generated by the project to the benefit of our members. This restriction is one of the many reasons why we will leave our power supplier May 1, 2024. Once freed from this limitation and assuming competitive pricing, we would certainly be pleased to consider locally sourced energy and storage options such as the Sugar Beet Solar Project.

We wish this project much success. Should you have any questions, please do not hesitate to contact me via email at mgabriel@unitepower.com.

Sincerely,



Mark A. Gabriel
President & Chief Executive Officer

cc: Christine Mikell, Principal, Enyo Renewable Energy



Jan. 19, 2023

VIA ELECTRONIC MAIL

Town of Mead
Board of Trustees
441 Third St.
Mead, CO 80542

RE: Letter of Support for the Sugar Beet Solar Project

Dear Mayor Whitlow and Town Board Trustees:

Please accept this letter of support for the Sugar Beet Solar Project, a utility-scale solar project that will generate 40 megawatts (MW) of electricity and include an adjacent 25 MW battery energy storage system.

As expressed to members of the Mead Planning Commission in a letter dated Nov. 14, 2022, United Power is fully supportive of solar-plus-storage projects. The cooperative has a long history of championing forward-looking, local power resources such as the first community solar garden in Colorado, the largest battery in the state, and a multitude of other advanced technologies.

Although this particular project will not interconnect to United Power, we are glad that Sugar Beet Solar is located in the cooperative's service territory. Due to restrictions under our current wholesale power contract, we are not allowed to commit to using the electricity generated by the project at this time. This restriction is one of the many reasons why we will leave our power supplier on May 1, 2024. Once freed from this limitation and assuming competitive pricing, we would certainly be pleased to consider locally sourced energy and storage options such as the Sugar Beet Solar Project.

We wish this project much success and look forward to welcoming it to our service territory. Should you have any questions, please do not hesitate to contact me via email at mgabriel@unitedpower.com.

Sincerely,

Mark A. Gabriel
President & Chief Executive Officer

cc: Mary Strutt, MMC, Town Secretary
Christine Mikell, Principal, Enyo Renewable Energy



Mead High School

Energy Focus & AP Capstone School
Rachael Ayers, Principal

12750 County Road 7
Longmont, CO 80542
720-494-3940
krack_shannon@svvdsd.org

To Whom It May Concern,

I am writing this statement in support of the construction of the ENYO solar array and storage project. As the coordinator of the Mead Energy Academy, I can say that this project would present an amazing learning opportunity for our students.

The Mead Energy Academy is a unique program that helps students develop the knowledge, skills, and passion to pursue a career in energy. One thing that our academy strives for is having opportunities for students to speak with experts, see real-world application of class content, and to have research opportunities in the field of energy. This project would provide all 3 conveniently located within an easy distance from the high school.

Something that has become increasingly obvious through conversations with our other energy partners is the role that energy storage is going to play in the future of sustainability in this country. They felt it was such an important concept for our students to learn they even recommended a new course specifically focussing on storage and the grid. This spring semester will be the pilot semester for this course, and how amazing would it be for students to see the implementation of this project. They would have a chance to observe the entire process from start to finish, providing them a unique experience that not many other students can say they had.

I have spoken with Christine and Anise on multiple occasions and I am very excited about the opportunity to partner with them in the Academy. They have even proposed building an outdoor lab for our students to use. This, again, would provide a unique experience for our students and an opportunity to do real-world research

This project would be an incredible opportunity for the Mead Community and the students of the Mead Energy Academy.

Sincerely,

Shannon Krack

Energy Academy Coordinator, Mead High School

720-494-3940

krack_shannon@svvdsd.org

ALWAYS A MAVERICK!

From: [Helen Migchelbrink](#)
To: [Mary Strutt](#); [Jason Bradford](#); [Lorelei Nelson](#)
Subject: FW: Sugar Beet Solar Farm
Date: Friday, February 3, 2023 6:05:00 AM

From: Pauli Driver-Smith <hollyhockfarms@msn.com>
Sent: Thursday, February 2, 2023 6:27 PM
To: Colleen Whitlow <cwhitlow@townofmead.org>; Chris Cartwright <ccartwright@townofmead.org>; David Adams <dadams@townofmead.org>; Debra Brodhead <dbrodhead@townofmead.org>; Trisha Harris <tharris@townofmead.org>; Chris Parr <CParr@townofmead.org>; Herman Schranz <HSchranz@townofmead.org>
Cc: Helen Migchelbrink <hmigchelbrink@townofmead.org>
Subject: Sugar Beet Solar Farm

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Be especially careful of Word, Excel and Fax attachments.

Dear Town Trustees and Town Staff,

I would like to add our names to those who are in support of the Sugar Beet Solar farm. We believe that it will benefit not only the town, but also our rural, westside community.

Here are some of the reasons that we are in support of this project.

1. This project will bring tax benefits to the town, including a metro tax that the company (but not the residents) will pay to maintain the park, trails, and landscaping that Enyo Renewable Energy has agreed to build. They have also agreed to fence, landscape, and set aside the corner at the intersection of CR 34 and CR 5, as commercial (per the town's wishes).

Not only will the town receive about \$90,000 in tax revenue in just the first year, but over the life of the solar farm, there is a projected \$15 million in total property tax revenue to the town, the schools, library district, conservation districts, and other special districts, plus 34 acres dedicated for the Town's use for community amenities such as trails, a dog park, pickleball courts, and open space.

2. The solar farm will have little to almost zero impact on our already stressed infrastructure, including water, streets, and schools. Our schools are already over capacity, our roads, while improving, need constant maintenance. Water is in scarce supply with even stronger restrictions from the Colorado river coming down the pike. For example, even though we own water shares, we can no longer get enough water to irrigate our land more than once a season, and even then, there is no longer enough water allotment to irrigate the whole farm. At this point, the only thing we can grow is grass hay, and even that struggles.

3. The solar farm will be landscaped to hide the panels and unlike rooftops, are not tall enough to block our amazing views of the mountains. Something that people over and over say are one of the reasons that they love living here.
4. Once the life of this project is over, if the town desires, the land can then be redeveloped into something else, including more rooftops.
5. The town has already approved or is in the process of approving, thousands of more rooftops. Let's keep at least some of the land on the westside somewhat rural.

Helen, you once told me that when people support the solar farm that it is less than a vote for it, as a vote against more rooftops. I respectfully disagree. In a world where climate change is rapidly affecting our lives (check out our latest, skyrocketing heating bills), we as a country, along with the rest of the world, must seriously and quickly move toward green, renewable energy. This can be our little part in the larger process.

Additionally, the town has, or is in the process of approving thousands of more rooftops, yet the residents who live in and around the town consistently say that they want to keep a rural feel to our community. This can be a compromise that we can all live with.

One major objection that I am hearing is that the town does not have in place regulations and guidelines for solar farms. Weld County does have a comprehensive plan, why not adopt some or all of theirs? The town staff has had over a year to look at this, discuss the options, request changes to the plan, and draft regulations. Every account that we have read and/or heard, says that Enyo has bent over backwards to accommodate the town requests and wishes, yet here you are over a year later, unable to make any decisive decisions. Why?

Finally, if we understand this correctly, if the owners are turned down, they will continue with their de-annexation petition. Hopefully, quick approval might stop this process. One way or another, the solar farm will go in, and if you turn this down, the town will lose all the amenities and tax benefits you stand to gain if the project is approved through you.

We have talked to several of my neighbors who agree with us.

Thank you for listening to our concerns and wishes,

Jeff and Pauli Smith
16778 County Road 5, Mead

HIGHLAND LAKE LATERAL DITCH COMPANY

4322 Hwy 66

Longmont, CO 80504

December 1, 2022

TO: the Mead Planning commission and Board of Trustees & Sugar Beet Solar Zoning

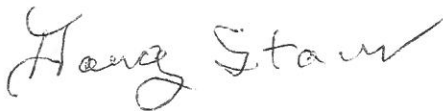
SUBJECT: 202.79 acres of "the subject property" generally located at the northwest corner of Welker Avenue and Weld County Road 5.

The Highland Lake Lateral Ditch Co., (HLL), opposes any and all planned trails and activities along the HLL ditch including the ditch easement which is 30' from the midpoint of the ditch on either side. The HLL cannot allow such activity due to liability and ditch maintenance.

Our insurance liability coverage will not allow such activity as proposed in the plan to "subject property".

Year around maintenance is performed along the ditch and ditch easement and any activity proposed to the "subject property" or any other property in and around the ditch structure cannot be allowed. The activities indicated in the proposal will obstruct any ditch maintenance whether regular or exceptional. Ditch maintenance can and does include 24 hours per day and 365 days per year.

Sincerely,

A handwritten signature in cursive script, appearing to read "Doug Staver".

Doug Staver,
Highland Lake Lateral Ditch Co. Board of Director



Supply Irrigating Ditch Company

P.O. Box 119
Longmont, Colorado 80502-0119
(303) 776-7207

December 5, 2022

Collin Mieras
Office of the Town Clerk,
Mead Town Hall
441 3rd Street
Mead, CO 80542

Via: cmieras@townofmead.org

RE: Zoning Amendment for Sugar Beet Solar Project

Dear Mr. Mieras,

The Supply Irrigating Ditch Company is in receipt of the Notice of Public Hearings regarding the proposed solar project consisting of approximately 202.79 acres at the northwest corner of Welker Avenue and Weld County Road 5.

The Supply Ditch is approximately 40 miles long and has been in existence for a substantial amount of time. The water run in the ditch serves a variety of agricultural entities located within Mead and the surrounding counties. The Supply Irrigating Company has an easement and right of way, established pursuant to Colorado law, for the ditch as it exists in the area described above. That right extends to such areas on either side of the ditch as is reasonable and necessary to operate and maintain as the circumstances dictate.

Common maintenance includes the ability to remove and trim trees and other vegetation which impacts the flow of water, integrity, access, and operations of the ditch. In addition, it is reasonable and common practice to place the material removed from a ditch on or near the banks such that it is clear of the canal and does not impact access.

It is the understanding of the company that the proposed zoning amendment would also include vehicle access and pedestrian walkways within the ditch easement. If true, the Supply Irrigating Ditch Company strongly objects, and absolutely opposes, the use of the ditch easement by any party other than for the operation and maintenance by the ditch company. Please do not include the use of the easement in your review and approval of the reference Notice of Public Hearing.

I appreciate your time and consideration of this response; please do not hesitate to contact me directly with any questions or concerns.

Sincerely,

Angie Swanson
Secretary/Treasurer

CC: Board of Directors
Dan Grant – Dan Grant Bookkeeping
Dan Grant – Dan Grant Bookkeeping

**TOWN OF MEAD, COLORADO
ORDINANCE NO. 1031**

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF MEAD,
COLORADO DENYING THE SUGAR BEET SOLAR PLANNED UNIT
DEVELOPMENT (PUD) OVERLAY/ZONING MAP AMENDMENT**

WHEREAS, in accordance with Section 16-3-160 of the Mead Municipal Code (“MMC”), Sugar Beet Solar, LLC (the “Applicant”) submitted an application to amend the official Town zoning map to rezone certain real property consisting of approximately 202.794 acres more or less, as legally described in **Exhibit 1** attached hereto (the “Property”); and

WHEREAS, the Applicant is the authorized representative of PK Chavez, LLC, and PK Mead, LLC, the fee owners of the Property (“Owners”); and

WHEREAS, the Property is currently zoned Residential Single Family (RSF-4) and General Commercial (GC); and

WHEREAS, the Applicant is proposing to rezone the Property to Residential Single Family (RSF-4) and General Commercial (GC), with a Planned Unit Development (PUD) Overlay, as shown on the Sugar Beet Solar Planned Unit Development (PUD) Overlay/Zoning Map attached hereto as **Exhibit 2** (“PUD”); and

WHEREAS, in accordance with Sections 16-3-160 of the MMC, the Planning Commission held a duly noticed public hearing on November 16, 2022, to review and consider the proposed PUD, which public hearing was continued to December 14, 2022; and

WHEREAS, following the conclusion of the Planning Commission hearing, the Planning Commission adopted Resolution 12-PC-2022, recommending denial of the PUD to the Board of Trustees; and

WHEREAS, the Board of Trustees has held and completed a duly-noticed public hearing on the proposed PUD; and

WHEREAS, the administrative record for this matter includes, but is not limited to, the Town of Mead Land Use Code (including subdivision and zoning amendment regulations), the Town of Mead Comprehensive Plan, all other applicable ordinances, resolutions and regulations, the staff files and reports of the Community Development Director and Town Engineer related to the PUD, any and all submittals by the Applicant and members of the public, and the audio recordings and minutes of both the Planning Commission and Board of Trustee meetings at which this application was considered; and

WHEREAS, the Board of Trustees has determined that the PUD does not satisfy any of the review criteria applicable to amendments to the Town’s official zoning map set forth in Section 16-3-160(e) of the MMC, and desires to deny the PUD.

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

Section 1. The above recitals are incorporated herein as findings of the Board of Trustees.

Section 2. The Board finds that the public hearing on the proposed PUD was conducted in accordance with Section 16-3-160 of the MMC.

Section 3. The Board denies the PUD based on a determination that the applicable standards set forth in MMC Section 16-3-160(e) have not been satisfied, as set forth in the *Agenda Item Summary* prepared for the Board of Trustees and as more specifically discussed at the public hearing on the proposed PUD.

Section 4. Effective Date. This Ordinance shall be published and become effective as provided by law.

Section 5. Severability. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the ordinance. The Board of Trustees hereby declares that it would have passed the ordinance including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more part, section, subsection, sentence, clause or phrase is declared invalid.

Section 6. Repealer. All ordinances or resolutions, or parts thereof, in conflict with this ordinance are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such ordinance nor revive any ordinance thereby.

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 10TH DAY OF APRIL 2023.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor