



Board of Trustees Meeting

441 3rd Street, Mead

March 9, 2026

Agenda

5:15 p.m.

Mead Urban Renewal Authority Special Meeting

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.

https://us02web.zoom.us/webinar/register/WN_irDH4x_ER1yZSo6clo_2Zg

1. Call to Order – Roll Call

Mayor Colleen Whitlow
Mayor Pro Tem Trisha Harris
Trustee David Adams
Trustee Chris Cartwright
Trustee Jeremiah R. Crane
Trustee Brad Hagen
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. Informational Items

a. 3rd & Welker Intersection Update

7. Proclamations

a. National Agriculture Day March 24, 2026

8. Public Comment:

3 minute time limit. Comment is for any item on the agenda, unless it is set for public hearing.

9. Consent Agenda:

Consent Agenda items are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion of Consent Agenda items unless a Board

member so requests, in which case the item may be removed from the Consent Agenda and considered at the end of the Consent Agenda. Because the Consent Agenda includes Town payables (bills list/check register) and routinely includes contracts and other items involving the expenditure of Town funds, the Town Clerk shall require a roll call vote on the Consent Agenda, as required by MMC Sec 2-2-190(a). Consent Agenda includes:

- a. Approval of Minutes - Regular Meeting February 23, 2026
- b. February 2026 Aging Report
- c. Check Register March 9, 2026
- d. **Resolution No. 19-R-2026** - A Resolution of the Town of Mead, Colorado, Authorizing the Town Manager to Engage Bond Counsel and Further Authorizing the Town Manager to Engage Other Special Counsel or Consultants as Necessary to Proceed with Finalizing the Town's Proposed Financing of the Mead Police Facility
- e. **Resolution No. 20-R-2026** - A Resolution of the Town of Mead, Colorado, Granting a Petition to Abandon a Sewer Tap Located at 201 Welker Avenue, Mead, Colorado
- f. **Resolution No 21-R-2026** - A Resolution of the Town of Mead, Colorado, Approving the Lease of Two Fleet Vehicles and a Patrol Vehicle with Enterprise Fleet Management, and the Purchase of a School Resource Officer Vehicle
- g. **Resolution No. 22-R-2026** - A Resolution of the Town of Mead, Colorado, Approving an Oil and Gas Operator Road Repair Agreement Between the Town of Mead and Kerr-McGee Oil and Gas Onshore LP for the Midwest Pad
- h. **Ordinance No. 1099** - An Ordinance of the Town of Mead, Colorado, Amending Article VI of Chapter 18 of the Mead Municipal Code to Add a New Section 18-6-50 Prohibiting the Use of Graywater and the Installation of Graywater Treatment Works Within the Town of Mead

10. Mead Liquor Licensing Authority

- a. Public Hearing: Aged & Co NEW FMB & Wine License

11. Public Hearing

- a. Public Hearing: Development Standards for Accessory Dwelling Units
 - i. **Ordinance No. 1100** - An Ordinance of the Town of Mead, Colorado, Approving Certain Amendments to the *Mead Municipal Code* Establishing Development Standards for Accessory Dwelling Units and Application Submittal Requirements

12. 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.

13. Legislative Update

14. Elected Official Reports

- a. Town Trustees
- b. Mayor Whitlow

15. Adjournment

The Town of Mead is committed to providing accessible documents and resources for all individuals. However, some complex documents may not be fully accessible in their original format. If you need assistance or reasonable accommodation to access these materials, please contact us by phone 970-535-4477 or email info@townofmead.org.

TO: Honorable Mayor and Trustees

FROM: Helen Migchelbrink, Town Manager

DATE: March 9, 2026

SUBJECT: Town Manager Report

- The annual EGGstravaganza Egg Hunt will take place at Ames Park on March 28, 2026. Families are invited to bring their own bag or basket, and no registration is required. Hunt times are scheduled by age group: children ages 0–3 at 10:00 a.m., ages 4–8 at 10:15 a.m., and ages 9–12 at 10:30 a.m.
- Construction continues on the new Mead Library, a branch of the High Plains Library District. The library is being constructed on land just east of Liberty Ranch on County Road 7. In the meantime, programming is being offered by High Plains Library for both adults and children at the Town of Mead Community Center. The Mead Library will open later this year.
- A new restroom facility is nearing completion in the Liberty Ranch Park. This permanent facility will have restrooms and storage space to support the recreation events at the park. It will replace the port-o-lets which have been at the park for several years.
- A pedestrian and bicycle underpass that will go under SH 66 and connect the pedestrian trail that runs along CR 7 is under design and right of way acquisition. Construction is anticipated to begin on this project by late this year.
- A meeting of the Mead Urban Renewal Authority has been scheduled for Monday, March 9th at 5:15 p.m. directly preceding the Board of Trustees meeting on that date.
- The Town Clerk's office continues to process annual business license renewals. 169 renewals have been processed to date with another 91 in the queue for processing or awaiting payment. In addition, two new Temporary Use Permits for Food Trucks were issued bringing the total to nine issued in 2026. The Town's Community Services Officer has been working with food trucks to complete licensing requirements.
- Built for Mead Economic Development hosted the first Business Engagement Meeting on March 3rd at the Community Center. The session brought together local professionals to connect, discuss key business topics, and explore new networking opportunities. The session covered taxes and featured a presentation by Neki Cox, Sr. Stakeholder Liaison in the Stakeholder Liaison Department within Communication and Liaison.
- Saint Vrain Valley School District (SVVSD) is constructing a pre-kindergarten through eighth grade school southeast of Mead High School. The school will open for students in the fall of 2026. The Town of Mead will provide a School Resource Officer for the new school.
- The Town has partnered with 60+ Ride to provide transportation access for Weld County older adults. Attached is a letter of appreciation and more information on the program.
- The Town Clerk's office has received a fermented malt beverage (beer) and wine liquor license application from Aged & Co proposing an establishment at 234 Main Street, C101. The application is under review and is tentatively set for a public hearing before the Mead Liquor Licensing Authority on March 9, 2026.
- December through February marks the annual sewer rate reassessment period. For those users of Mead sewer, water usage for the three winter months are averaged to determine sewer rates. New rates will go into effect March 1st with billing on April 1, 2026.
- The intersection of Third Street and Welker Avenue is under construction to widen the intersection, install new drainage infrastructure, add sidewalks and install a stoplight. There will be delays in the area, but the crews are doing their best to keep traffic flowing. All businesses are open and will remain so during the construction period. Inclement weather may slow the construction.
- Mayor Colleen Whitlow convenes weekly office hours at Mead Town Hall. The office hours are on Mondays from 10:00 a.m. to 12:00 p.m. Please contact the front office for an appointment. Walk ins will be taken as time allows.

- Explore the daily operations of Mead Police officers and staff. Whether responding to service calls, engaging with students, or interacting with residents at community events, the Mead Police Department is committed to improving the quality of life for residents, businesses, and visitors. View the Mead Police Challenges and Needs videos here: <http://bit.ly/40G47qm>
- Coffee with the Mayor was held on Saturday, March 7th. Mayor Whitlow discussed active development in Mead along with Town projects. She responded to inquiries regarding the 3rd & Welker project, business licensing and potential road projects. Mayor Whitlow hosts this event the first Saturday of each month. The next Coffee will be held on Saturday, April 4th from 8:00 a.m. – 10:00 a.m. at the Community Center Peak room.
- The High Plains Blvd (WCR 9.5) road construction project continues. The construction of two miles of this road between WCR 32 and WCR 36 includes two travel lanes, bike lanes, two roundabouts located at CR 32 and CR 34, and a ten-foot-wide detached sidewalk. The project is a collaboration among Mead, Weld County and local developers.
- Mead Municipal Court is scheduled for Tuesday March 17th at 5:00 p.m. at Town Hall. Cases are still being added to the docket. Currently there are 21 cases on the docket for arraignment and review hearings.
- The Colorado State Legislature is now in session and will consider bills that have a local impact. Colorado Municipal League follows the legislative process and advocates for its members on several bills. The CML Statehouse Report is issued weekly on the CML website. Link: <https://www.cml.org/home/advocacy-legal/statehouse-report>. Town Attorney, Marcus McAskin will also provide the Board of Trustees with periodic updates.
- Based on the 5-year Pavement Management Maintenance Plan, this year's transportation projects will begin early this Spring. Current road closures due to construction can be found on the town's website: <https://www.townofmead.org/engineering/page/street-maintenanceroad-closures>.
- Key projects update:
 - 3rd and Welker Intersection – Concrete placement continues on the Ziggi's frontage, medians and amenity zones.
 - SH66 Pedestrian Crossing – All real estate has been acquired, and staff is awaiting the final NAAPME grant agreement to move the project to construction.
- Building Permits:
 - 2026 YTD (SF-D): 16 Permits, 14 Certificates of Occupancy
 - 2026 YTD (All Permit Types): 70 permits issued, 548 inspections
- Boards and Commissions
 - The next regular Planning Commission meeting is scheduled for March 18, 2026. The commission will conduct public hearings for text amendments to the land use code and a PUD rezoning application for Mead Village. The Highland Lake Comprehensive Plan Amendment application was withdrawn by the applicant on March 2, 2026, and the public hearing previously continued to the March 18, 2026, Planning Commission meeting is abandoned and closed.
- Human Resources
 - The Town advertises open positions on Neogov – below is the link: <https://www.governmentjobs.com/careers/townofmead>
 - Current open positions:
 - Public Works Operations Supervisor - Parks, closed February 27th with 17 applications received.
 - Police Officer accepting applications through March 8th.
 - Recreation Coordinator I, II accepting applications for 2-3 weeks.
 - Recently filled positions
 - Police Officer – Sasha Dickinson started on March 2nd.
 - Planner – offer has been confirmed with start date March 23rd.
 - Recreation Supervisor – filled internally by promotion of Kaitlyn Newbanks from Recreation Coordinator II to Recreation Supervisor. Kaitlyn has been with the Town since 2022.
 - Annual Length of Service Awards were presented to 10 employees for recognition of more than five years of service: Sgt Cory Ellis (7), Officer Sam Hansen (5), PW Operations Manager

Bo Hurtado (7), Senior Construction Inspector Deano Korecky (6), Town Manager Helen Migchelbrink (10), Communications Director Lorelei Nelson (10), Police Chief Brent Newbanks (7), Police Records/Evidence Tech II (5), Town Engineer/PW Director Erika Rasmussen (8), Administrative Services Director Mary Strutt (11).

- Training: HR provides quarterly leadership training for the Town's directors and managers. The upcoming March 12th session will be on leaves of absence and leveraging individual strengths to maximize the team's capabilities.

Community Development

- Staffing update: The Planner I position has been filled with a start date of March 23, 2026.
- Mountain View Fire Rescue's new fire station is vertical. The contractor has installed scaffolding and continues CMU wall construction.
- High Plains Library District's new library's zip system exterior sheathing is complete. Roofing prep behind the parapet appears to have begun.
- O'Reilly Auto Parts continues construction near Hwy 66 & I-25 and is in building inspections.
- Town staff have coordinated with St. Vrain Valley School District regarding a land dedication and Cash in Lieu Intergovernmental Agreement. SVVSD's legal counsel is finalizing a draft of the IGA for the Town's review.
- Staff completed the CML Housing and Land Use Survey.
- Staff completed and submitted the Accessory Dwelling Unit (ADU) Compliance Report (HB24-1152) to the Colorado Department of Local Affairs which is now in a 90-day review period with the state. Staff and the Town Attorney's office drafted an ADU amendment to the Land Use Code which was recommended for approval by the Planning Commission on February 18th and will be considered by the Board of Trustees on March 9th.
- The Land Use Code Amendment Project continues with Town staff and the Town Attorney's office reviewing chapters drafted by the consultant team. The update ensures that the LUC complies with state laws, best practices and efficiencies in the development processes. In the interim, staff have prepared three priority text amendments for consideration by the Planning Commission and Board of Trustees. A website for the Land Use Code update has been established to provide ongoing access and information to the public: [Land Use Code Update & Outreach | Mead, CO](#)
- The Parks, Open Space and Trails (POST) Master Plan is in Task 5 Operations and Recommendations which includes the cost & funding analysis, maintenance & operations capacity, and further community engagement of parks, open space, and trails recommendations, visuals, schematics, and priorities. The goal of this plan is to develop a master plan for the future of parks, open space, and trails efforts in Mead. With the help of a consultant, Logan Simpson, there continues to be multiple opportunities for input by the residents to help shape the future of Mead's parks, open space, and trails. A website for the POST plan has been established to provide ongoing access and information to the public: <https://www.townofmead.org/development/page/mead-motion-parks-open-space-and-trails-master-plan-update>.

Public Works and Engineering

- Liberty Ranch Restroom – the restrooms are generally complete pending the landscaping installation.
- All other park restrooms were power washed and sanitized for the upcoming season.
- Staff is preparing the Owner's Rep RFP for the PD Facility and the Bridge Inspection RFP for publication.
- A workshop was held with CDOT on March 5th for the 1601 interchange planning effort.

Community Engagement

- In 2025, the Town's Facebook page reached 2.0 million views, including 1.8 million organic views and 200,000 from ads. Content interactions totaled 10.8K, up 5%, with 7.9K link clicks, up 143%, and 52K page visits, up 51.8%. The page gained 831 new followers, an increase of 62.6%. Top-performing posts included the Merry Christmas event at the Community Center with 20K views and the Domino's

post with 12K views. On Instagram, the Town recorded 52K views, with reach increasing 146% to 6.3K and 810 interactions, up 100%. Page visits totaled 1.1K, up 42%.

- The Police Department's Facebook page reached 8.2K interactions, up 46%, 2K link clicks, up 5.5%, and 32K visits, up 61%. Top posts included the new cowboy hats, with 67K views, and a message from Chief Newbanks clarifying misinformation, with 20K views. The Police Department launched Instagram in July 2025 and has since recorded 11K views, 293 content interactions, and 340 visits.
- Since September 2025, the Community Center has recorded 778 total drop-in visits. A total of 52 drop-in passes have been sold in either 5- or 10-visit increments. Additionally, there have been 11 employee drop-in visits and 6 employee drop-in passes issued.
- A new summer camp program is being launched, Summit Singers: Triple Threat, a half-day camp for students entering 2nd through 8th grade who love to perform or are eager to discover a new passion. Campers will explore singing, dancing, and acting through fun, engaging activities that build skills, confidence, and creativity. Each session is led by highly trained instructors who provide a supportive and high-quality learning experience.

Police Department

- Staffing update: Sasha Dickinson, our newest police officer, started last Monday. With one opening remaining the application process just closed yesterday, with interviews scheduled in the next couple of weeks.
- Research into grants and funding for a police facility continues. We will be presenting to the DOLA committee in May.
- There were a few vehicle trespasses that police are investigating. Potential suspects have been identified through resident supplied video and Flock LPR searches for that vehicle.
- Officers completed Co-Responder training this month.
- The February Monthly Report is attached.



60+ Ride

Robin Blakely, Executive Director
800 8th Ave. Suite 229
Greeley, CO 80631
970.352.9348
60PlusRide.org

Town of Mead
Attn: Helen Migchelbrink, Town Manager
441 Third Street
Mead, CO 80542

Dear Helen,

Thank you for your partnership and for investing in the mission of 60+Ride. We are sincerely grateful to the Town of Mead for your \$3,000 financial support as part of our Memorandum of Understanding related to 60+Ride's 10 City Tour / Mobility Matters Solution initiative.

Your commitment helps ensure that older adults in Mead can continue to get where they need to go—safely, reliably, and with dignity. Every ride means access to medical care, groceries, social connections, and the independence so many of us value.

Last year alone, 60+Ride provided more than 7,480 rides to older adults throughout the region. With partners like you, we are able to build on that momentum—expanding access in rural areas, strengthening volunteer engagement, and improving transportation options for those who need them most.

We deeply appreciate your collaboration and investment in creating a community where aging does not mean isolation. Together, we are making a meaningful difference.

We invite you to stay connected and see the impact of your support through updates and stories at 60PlusRide.org.

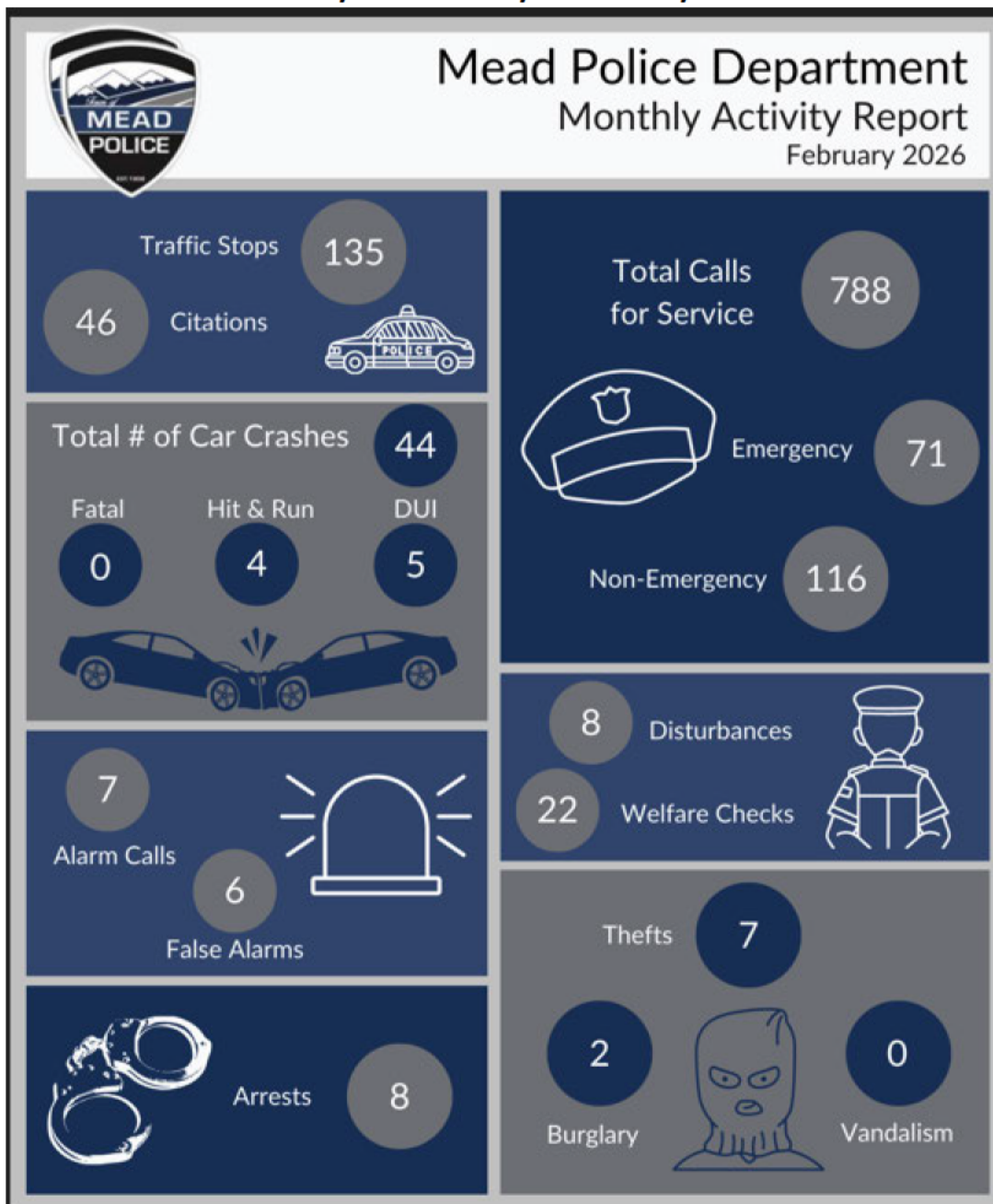
With sincere appreciation,

Robin Blakely
Executive Director
60PlusRide.org



Mead Police Department

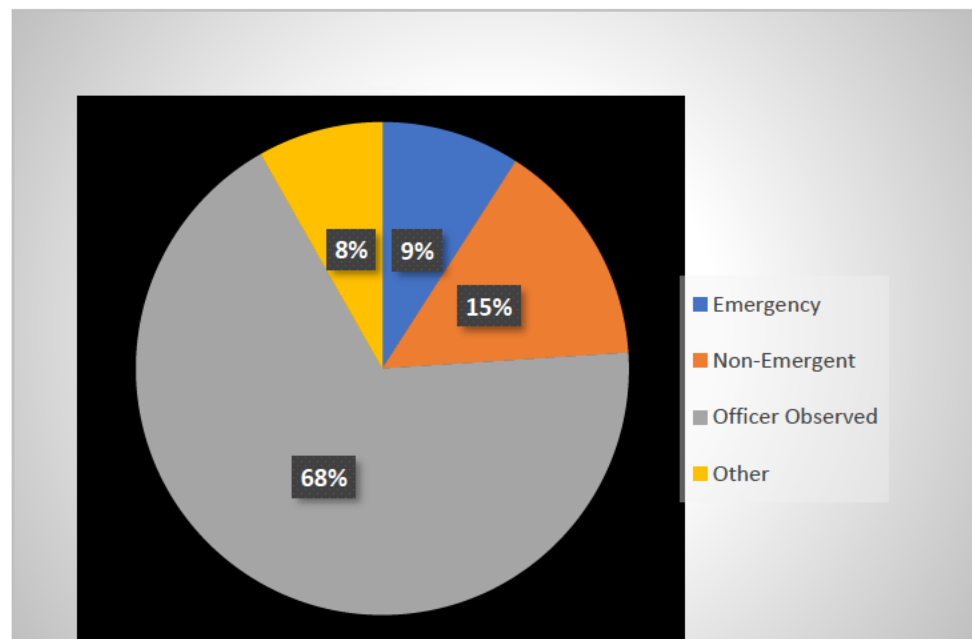
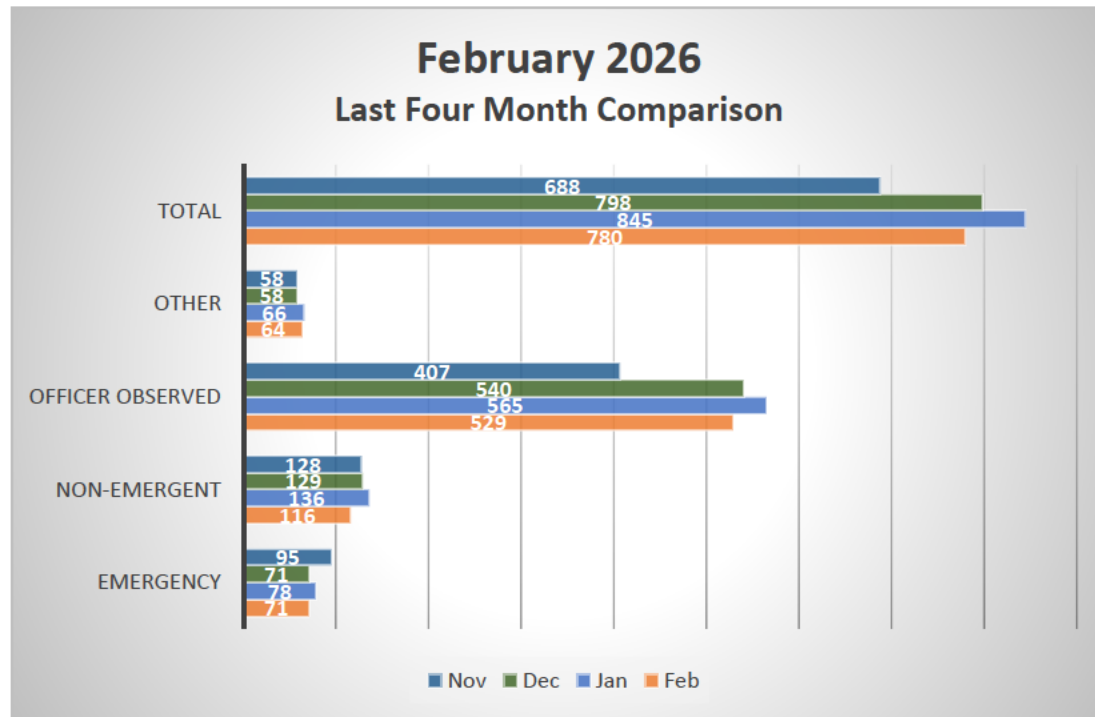
February Monthly Activity - 2026



ARRESTS: 8 (5 transported to jail, 3 released on summons)

Case Number	Location	Charge
26ML00055	■■■■ CINNAMON CIR	18-6-800.3 DOMESTIC VIOLENCE/ (18-3-204(1)(a)) (13B) 3RD DEG ASSAULT - CAUSES BODILY INJURY
26ML00056	■■■■ FOXTAIL COURT	18-4-502(1)(a) 1ST DEG CRIMINAL TRESPASS OF DWELLING/CRIMINAL ATTEMPT TO COMMIT CLASS FIVE / SIX FELONY (18-2-101(4) [F5+]) (90Z)/OBSTRUCTING PEACE OFFICER. POLICE ANIMAL.FIREMAN (18-8-104) (90Z)/1ST DEG CRIMINAL TRESPASS (18-4-502) (90J)
26ML00065	HORSESHOE CIR / BRANDING IRON WAY	42-4-1301(1)(a) DROVE VEHICLE WHILE UNDER INFLUENCE/42-4-1402(2)(a) CARELESS DRIVING
26ML00068	ELEVATION DR / WCR 9.5	1402 2(a) Careless Driving/42-4-1301(1)(a) DROVE VEHICLE WHILE UNDER INFLUENCE
26ML00078	■■■■ TOPAZ PL	42-4-1402(2)(a) CARELESS DRIVING/42-4-1301(1)(a) DROVE VEHICLE WHILE UNDER INFLUENCE/42-4- 1301(2)(a) DROVE VEHICLE WITH EXCESSIVE ALCOHOL CONTENT
26ML00081	LAKE HELEN BLVD / WELD COUNTY ROAD 7	16-19-103(M) FOJ WANTED BY OTHER AGENCY MISDEMEANOR
26ML00090	HIGHWAY 66 / COLORADO BLVD	42-2-132.5(10)(a) DROVE VEHICLE W/O IGNITION INTERLOCK DEVICE/42-4-1301(1)(a) [4TH+] DROVE VEHICLE WHILE UNDER THE INFLUENCE (4th+)/42-4- 1409(3) FAILED TO PRESENT IMMEDIATE EVIDENCE OF INSURANCE/42-2-138(1)(a) [076] DROVE VEHICLE WHEN LICENSE UNDER RESTRAINT (SUSPENDED)
26ML00091	RONALD REAGAN BLVD / WCR 11	42-4-1301(1)(a) DROVE VEHICLE WHILE UNDER INFLUENCE/42-4-1007(1)(c) FAILED TO DRIVE IN DESIGNATED LANE

Four Month Comparison of Calls for Service:



STAFFING:

We currently have 15 of the 17 authorized sworn positions filled.

Sergeant Ellis, Sergeant Salazar, and Officers Begano, Cramblet, Hansen, Jackson, Palmer, Rollins, Sheppard, M. Smith, and Walker are working patrol.

Officers Barker and Aguirre are assigned to Mead Schools as SROs, and supporting patrol when school is not in session.

The Community Service Officer is Helly Arellano. This position covers code enforcement, animal control, and non-emergency calls for service.

Melissa Merkle is the Administrative Clerk. Michelle Rae is the Records and Evidence Technician. Commander Brian Smith oversees operations, training, and professional standards. Brent Newbanks is the Chief of Police.

TRAINING:

All officers completed Co-Responder training this month.

NOTABLE CALLS FOR SERVICE:

INCIDENT TYPE	ADDRESS	CASE NUMBER	DATE
Meet	████ WELKER AVE	26ML00044	02/02/2026
Suspicious	401 3RD ST	26ML00045	02/03/2026
Traffic Hazard	MM 244 I 25 NB	26ML00046	02/03/2026
Assist Other Agency	INTERSTATE 25 NB / WCR 38	26ML00047	02/04/2026
Theft	████ YPSILON CIR	26ML00048	02/04/2026
Traffic Accident	HIGHWAY 66 / FOSTER RIDGE DR	26ML00049	02/04/2026
Suspicious	████ WCR 7	26ML00050	02/06/2026
Theft	████ WCR 34	26ML00051	02/06/2026
Suspicious	████ WCR 7	26ML00052	02/06/2026
Traffic Accident	HIGHWAY 66 / COLORADO BLVD	26ML00053	02/06/2026
Subject With A Warrant	████ BASIL DR	26ML00054	02/06/2026
Disturbance	████ CINNAMON CIR	26ML00055	02/07/2026
Unwant	████ SILVER FOX CT	26ML00056	02/09/2026
Traffic Accident Unknown Inj.	COLORADO BLVD / HIGHWAY 66	26ML00057	02/10/2026
Traffic Accident	MM 46 HWY 66	26ML00058	02/10/2026
Traffic Accident Unknown Inj.	MM 46 HWY 66	26ML00059	02/10/2026
Suspicious	537 Main Street	26ML00060	02/11/2026
Traffic Accident	HIGHWAY 66 / WCR 7	26ML00061	02/11/2026
Traffic Accident Hit and Run	INTERSTATE 25 NB / HIGHWAY 66	26ML00063	02/12/2026
Follow Up	537 MAIN ST	26ML00064	02/13/2026
Traffic Accident	HORSESHOE CIR / BRANDING IRON WAY	26ML00065	02/13/2026
Traffic Accident	MM 243 I 25 NB	26ML00066	02/14/2026
Traffic Accident	INTERSTATE 25 NB / WELKER AVE	26ML00067	02/14/2026
Traffic Stop	ELEVATION DR / WCR 9.5	26ML00068	02/14/2026
Traffic Accident Unknown Inj.	MM 245 I 25 NB	26ML00069	02/15/2026
Traffic Accident	HIGHWAY 66 / INTERSTATE 25 SB	26ML00070	02/16/2026
Traffic Accident	████ HIGHLAND DR	26ML00071	02/16/2026
Theft	████ HILLTOP RD	26ML00072	02/16/2026
Traffic Accident	HIGHWAY 66 / MEAD ST	26ML00073	02/19/2026
Assist Other Agency	VISTA VIEW DR / SANDSTONE DR	26ML00074	02/19/2026
Follow Up	████ WCR 34	26ML00075	02/19/2026
Follow Up	████ MCKAY DR	26ML00076	02/19/2026
Harass	████ BASIL DR	26ML00077	02/20/2026
Traffic Accident Hit and Run	████ TOPAZ PL	26ML00078	02/20/2026
Stolen Vehicle	████ HIGHLAND DR	26ML00079	02/21/2026
Subject With A Warrant	LAKE HELEN BLVD / WCR 7	26ML00081	02/22/2026
Stolen Vehicle	████ WCR 34	26ML00082	02/23/2026

INCIDENT TYPE	ADDRESS	CASE NUMBER	DATE
Theft	████ HILLTOP RD	26ML00083	02/25/2026
Harass	████ LINEBACK DR	26ML00084	02/25/2026
Theft	████ SETTLER RIDGE DR	26ML00085	02/26/2026
Assist Other Agency	████ WCR 7	26ML00086	02/26/2026
Trespass	████ 6TH ST	26ML00087	02/26/2026
Disturbance	████ KERRY ST	26ML00088	02/26/2026
Meet	████ WCR 7	26ML00089	02/27/2026
Check Wellbeing	HIGHWAY 66 / COLORADO BLVD	26ML00090	02/27/2026
Traffic Stop	RONALD REAGAN BLVD / WCR 11	26ML00091	02/27/2026
Trespass	████ 6TH ST	26ML00092	02/28/2026
Traffic Accident	████ WCR 36	26ML00093	02/28/2026



PROCLAMATION
National Agriculture Day
March 24, 2026

WHEREAS, The Agriculture Council of America (ACA) announced March 24, 2026, will be National Agriculture Day with the theme of "Together We Grow"

WHEREAS, Agriculture provides almost everything we eat, use and wear on a daily basis; and

WHEREAS, we recognize the invaluable contributions of American Farmers, farmworkers, ranchers, fishers, foresters, and other agricultural workers, who have practiced their craft for generations and touch lives of Americans every day; and

WHEREAS, America's agricultural workers serve as stewards of the land; ensure the safety of health of animals, plants, and people; and strengthen our rural communities with economic opportunities; and

WHEREAS, the Town of Mead supports our local agricultural community that create jobs, boosts our local economy and preserves our community;

NOW, THEREFORE, I, Colleen Whitlow, Mayor, of the Town of Mead, do hereby proclaim March 24, 2026, as National Agriculture Day and encourage all residents to support our Agricultural community and their contributions to our economy.

Given under my hand and Seal of the Town of Mead, Colorado
On this 9th day of March 2026

Colleen G. Whitlow
Mayor



Board of Trustees Meeting

441 3rd Street, Mead

February 23, 2026

Minutes

5:15 p.m.

Work Session: Compensation Structure

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

Regular Meeting

1. Call to Order – Roll Call

In accordance with the Town's Remote Participation and Remote Meeting Policy adopted on March 13, 2023 by Resolution No. 21-R-2023, remote participation was enabled for the meeting.

A regular meeting of the Board of Trustees of the Town of Mead, CO was called to order at 06:00 p.m., there being present the following members to wit:

Mayor Colleen Whitlow
Mayor Pro Tem Trisha Harris
Trustee David Adams
Trustee Chris Cartwright
Trustee Jeremiah R Crane
Trustee Brad Hagen
Trustee Herman Schranz

Those absent:
None

Also present: Town Manager Helen Migchelbrink; Deputy Town Attorney Christy Fitch; Administrative Services Director Mary Strutt; Police Chief Brent Newbanks; Community Development Director Todd Bjerkaas; Communications Director Lorelei Nelson; Town Clerk Milissa Peters-Garcia, and Town Engineer / Public Works Director Erika Rasmussen.

Attending via remote access: members of the public.

2. Moment of Silence

Mayor Whitlow requested the observance of a moment of silence for those that perished in the motor vehicle accident last week near Pueblo.

3. Pledge of Allegiance to the Flag

The assembly pledged allegiance to the flag.

4. Review and Approve Agenda

Trustee Hagen requested that Item 8.f., 8.g., and 8.h. be removed from the Consent Agenda.

Trustee Hagen motioned to Approve the Agenda as amending removing items 8.f., 8.g. and 8.h. from the Consent Agenda for further discussion. Trustee Crane seconded the motion.

Ayes: Mayor Whitlow, Mayor Pro Tem Harris, Trustee Adams, Trustee Cartwright, Trustee Crane, Trustee Hagen, Trustee Schranz

Nays: None

Abstaining: None

Passed

5. Staff Report: Town Manager Report

a. Manager Report

Town Manager Helen Migchelbrink discussed the construction on I-25; 3rd & Welker intersection; introduced Jared Putnum, Communications Manager, and Milissa Peters-Garcia, Town Clerk; and reviewed the traffic plan for the new PreK-8 school opening in the fall.

6. Proclamations

a. National Engineers Week February 22 - February 28, 2026

Trustee Schranz motioned to Approve the signing of the Proclamation for National Engineers Week February 22 - February 28, 2026. Trustee Adams seconded the motion.

Ayes: Mayor Whitlow, Mayor Pro Tem Harris, Trustee Adams, Trustee Cartwright, Trustee Crane, Trustee Hagen, Trustee Schranz

Nays: None

Abstaining: None

Passed

7. Public Comment:

3 minute time limit. Comment is for any item on the agenda, unless it is set for public hearing.

There was no public comment.

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:

Trustee Schranz motioned to Approve Consent Agenda Items 8.a., 8.b., 8.c., 8.d., 8.e., and 8.i. Trustee Crane seconded the motion.

Ayes: Mayor Whitlow, Mayor Pro Tem Harris, Trustee Adams, Trustee Cartwright, Trustee Crane, Trustee Hagen, Trustee Schranz

Nays: None

Abstaining: None

Passed

a. Approval of Minutes - Regular Meeting February 9, 2026

b. January 2026 Financials

c. Check Register February 23, 2026

- d. **Resolution No. 13-R-2026** - A Resolution of the Town of Mead, Colorado, Adopting Annual Adjustments to the Town's Sewer Plant Investment Fees and Sewer User Fees for 2026 and Amending the Raterink Lift Station Capital Maintenance Fee
- e. **Resolution No. 14-R-2026** - A Resolution of the Town of Mead, Colorado, Approving Updated Compensation Structure Guidelines for Employees
- f. **Resolution No. 15-R-2026** – A Resolution of the Town of Mead, Colorado, Approving a Contract Extension Agreement Between the Town and Martin Marietta Materials, Inc. for Calendar Year 2026

Trustee Hagen expressed his interest in putting the project out to bid. The Board discussed the completion of projects. The increase for the paving contract is 1.5%.

Trustee Hagen motioned to open a bidding process for the scope of work of the 2026 paving contract. Trustee Crane seconded the motion.

Ayes: Trustee Crane, Trustee Hagen

Nays: Mayor Whitlow, Mayor Pro Tem Harris, Trustee Adams, Trustee Cartwright, Trustee Schranz

Abstaining: None

Failed

Mayor Pro Tem Harris motioned to Approve **Resolution No. 15-R-2026** - A Resolution of the Town of Mead, Colorado, Approving a Contract Extension Between the Town and Martin Marietta Materials, Inc. for Calendar Year 2026. Trustee Cartwright seconded the motion.

Ayes: Mayor Whitlow, Mayor Pro Tem Harris, Trustee Adams, Trustee Cartwright, Trustee Schranz

Nays: Trustee Crane, Trustee Hagen

Abstaining: None

Passed

- g. **Resolution No. 16-R-2026** – A Resolution of the Town of Mead, Colorado, Approving a Contract Extension Agreement Between the Town of Mead and A-1 Chipseal Company for Calendar Year 2026

Trustee Hagen also wants to put the chipseal project out to bid. The increase from 2025 contract is 0%.

Trustee Schranz motioned to Approve **Resolution No. 16-R-2026** – A Resolution of the Town of Mead, Colorado, Approving a Contract Extension Agreement Between the Town of Mead and A-1 Chipseal Company for Calendar Year 2026. Mayor Pro Tem Harris seconded the motion.

Ayes: Mayor Whitlow, Mayor Pro Tem Harris, Trustee Adams, Trustee Cartwright, Trustee Schranz

Nays: Trustee Crane, Trustee Hagen

Abstaining: None

Passed

- h. **Resolution No. 17-R-2026** - A Resolution of the Town of Mead, Colorado, Approving a Task Order for Dewberry Engineers Inc. to Provide Project and Construction Management Services for the County Road (CR) 34 Bridge Replacement Project

Trustee Hagen motioned to Not Approve **Resolution No. 17-R-2026** - A Resolution of the Town of Mead, Colorado, Approving a Task Order for Dewberry Engineers Inc. to Provide Project and Construction Management Services for the County Road (CR) 34 Bridge Replacement Project.

Trustee Crane seconded the motion.

Ayes: Trustee Crane, Trustee Hagen

Nays: Mayor Whitlow, Mayor Pro Tem Harris, Trustee Adams, Trustee Cartwright, Trustee Schranz
Abstaining: None
Failed

Mayor Pro Tem Harris motioned to Approve **Resolution No. 17-R-2026** - A Resolution of the Town of Mead, Colorado, Approving a Task Order for Dewberry Engineers Inc. to Provide Project and Construction Management Services for the County Road (CR) 34 Bridge Replacement Project. . Trustee Schranz seconded the motion.

Ayes: Mayor Whitlow, Mayor Pro Tem Harris, Trustee Adams, Trustee Cartwright, Trustee Schranz

Nays: Trustee Crane, Trustee Hagen

Abstaining: None

Passed

- i. **Resolution No. 18-R-2026** – A Resolution of the Town of Mead, Colorado, Approving a License Agreement between the Town of Mead, Mead Industrial Development, LLC, and McKay Lateral Ditch Company Concerning the Piping of the McKay Lateral Ditch Related to the Construction of Weld County Road 9.5

9. 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.

10. Legislative Update

Deputy Town Attorney Christy Fitch provided a legislative update regarding disconnection of property, minimum lot sizes, CORA, electronic ballots and HOME Act.

11. Elected Official Reports

- a. Town Trustees

The Trustees discussed need for strategic planning sessions.

- b. Mayor Whitlow

Mayor Whitlow discussed the CML Legislative Workshop and Policy Committee meeting. She was nominated as Chair of DRCOG for 2026.

12. Adjournment

Trustee Schranz motioned to Adjourn the Meeting. Trustee Crane seconded the motion.

Ayes: Mayor Whitlow, Mayor Pro Tem Harris, Trustee Adams, Trustee Cartwright, Trustee Crane, Trustee Hagen, Trustee Schranz

Nays: None

Abstaining: None

Passed

The Regular Meeting of the Town of Mead Board of Trustees was adjourned at 06:47 p.m. on Monday, February 23, 2026.

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
1	St. Vrain Valley School District	2,250.26	1,632.16	618.10	-	-	-	-	-
45	Mead Development Group, Inc.	5,798.50	-	4,495.00	1,303.50	-	-	-	-
162	Mead High School	198.00	-	198.00	-	-	-	-	-
214	Mead Towne Center	5,750.00	-	-	-	-	-	-	5,750.00
256	Prosper Land & Development LLC	29,385.50	-	-	-	-	1,388.00	490.00	27,507.50
259	Scannell Properties	4,060.00	-	910.00	1,400.00	-	1,050.00	700.00	-
282	Agfinity, Inc	1,072.62	-	-	-	-	340.37	732.25	-
285	Boulder Scientific Company, LLC	2,360.00-	-	-	-	-	-	-	2,360.00-
290	Forestar Real Estate Group	7,176.70	-	-	-	1,555.40	454.50	212.10	4,954.70
292	BREG Industrial Development	15,766.69	-	-	-	-	-	-	15,766.69
294	QuikTrip Corp	7,113.43	-	-	-	-	-	-	7,113.43
296	Silver Point Development	11,648.89	-	-	1,628.12	2,721.50	-	351.48	6,947.79
297	Meadow Ridge Development, Inc	117.16	-	-	117.16	-	-	-	-
298	Century Land Holdings LLC	9,049.46	-	9,049.46	-	-	-	-	-
301	BREG Industrial Devel. c/o Broe Real Es	430.28	-	-	430.28	-	-	-	-
314	Weld Development Company LLC	5,604.50	-	5,604.50	65.65	-	-	-	65.65-
317	Town of Berthoud	2,306.50	1,516.50	790.00	-	-	-	-	-
320	Lorson South Land Corp c/o Landhuis C	7,321.33	-	-	-	-	-	-	7,321.33
325	Red Barn Metropolitan District	1,998.02-	-	-	-	-	-	-	1,998.02-
326	AMK Properties LLC	14,344.51	5,990.25	2,825.00	2,248.26	3,281.00	-	-	-
327	17790 CR 7 LLC	69.44	-	-	-	-	-	-	69.44
336	Front Range Investment Holdings LLC	162,361.34-	-	-	-	-	-	-	162,361.34
343	O'Reilly Auto Enterprises, LLC	2,262.40	2,262.40	-	-	-	-	-	-
346	Mountain View Fire Protection District	6,971.86	290.00	957.00	-	1,124.86	-	-	4,600.00
347	Mead Industrial Development Group	2,729.59	170.69	-	1,990.69	568.21	-	-	-
349	Alphabet Investments, Inc	401.98	-	401.98	-	-	-	-	-
350	Kiteley Land Co. LLC	8,575.00	5,055.00	3,520.00	-	-	-	-	-
351	M4 Elevation 25, LLC	292.90	292.90	-	-	-	-	-	-
352	Tharaldson Motels Inc II	2,717.30	2,717.30	-	-	-	-	-	-
354	Mead High Plains Blvd WCR 9.5 Project	150,834.75	22,730.25	3,069.00	11,972.00	24,265.00	12,700.00	10,500.00	65,598.50
356	Columnar Holdings LLC II	107.63	107.63	-	-	-	-	-	-
357	Little Thompson Water District	565.60	565.60	-	-	-	-	-	-
358	Kerr-McGee Oil & Gas Onshore LP (KM	16,795.23	1,780.63	8,682.80	1,002.03	2,272.50	670.64	1,588.73	797.90
359	EO Mead, LLC	9,999.56	-	713.06	1,471.57	3,198.00	2,101.32	1,720.23	795.38
9997	Misc AR Invoices	22,455.25	2,600.00	19,563.25	292.00	-	-	-	-
Grand Totals:		187,453.46	47,711.31	61,397.15	23,921.26	38,986.47	18,704.83	16,294.79	19,562.35-

Report Criteria:
Report type: GL detail

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Check Amount
03/26	03/09/2026	31343	CDPHE	WB26117598	06-47-7401	WB261175984-Permit for WWTP	141.40
Total 31343:							141.40
03/26	03/09/2026	41286	4Rivers Equipment	509076	04-44-6805	Back-Up Camera and EGR - Charge for	745.64
Total 41286:							745.64
03/26	03/09/2026	41287	ADAMSON POLICE PRODUCTS	INV447461	01-42-7305	Sheppard Light	35.95
03/26	03/09/2026	41287	ADAMSON POLICE PRODUCTS	INV447463	01-42-7305	Hansen Uniform Shirts	6.00
03/26	03/09/2026	41287	ADAMSON POLICE PRODUCTS	INV447467	01-42-7305	Salazar Uniform Shirts, Jacket	29.00
Total 41287:							70.95
03/26	03/09/2026	41288	Alerus	127108	01-40-5067	FSA/HSA Administration	245.00
Total 41288:							245.00
03/26	03/09/2026	41289	Alexandra Wilson	0004	01-46-6999	Yoga Instruction Jan 15 - Feb 12, 2026	540.00
Total 41289:							540.00
03/26	03/09/2026	41290	Alysha Docheff	AD 030426	99-01-1075	Utility Refund AD.131703	130.70
Total 41290:							130.70
03/26	03/09/2026	41291	Amazon Capital Services Inc	14FD-9KFK-	01-40-7010	Keurig K-Cup Pods	19.99
03/26	03/09/2026	41291	Amazon Capital Services Inc	14KL-DDLM-	01-40-7010	Office Supplies	34.04
03/26	03/09/2026	41291	Amazon Capital Services Inc	161R-7CD1-	01-40-7020	K-Cup Tea Pods	29.38
03/26	03/09/2026	41291	Amazon Capital Services Inc	16MM-6PVC-	01-40-7010	Office Supplies	15.18
03/26	03/09/2026	41291	Amazon Capital Services Inc	16PX-LGQF-	01-42-7020	Magnetic Signs for Vehicles	35.90
03/26	03/09/2026	41291	Amazon Capital Services Inc	1CCP-HVC4-	01-46-6135	Portable Ball Cart	135.99
03/26	03/09/2026	41291	Amazon Capital Services Inc	1D99-PH7T-	01-42-7010	Office Supplies	50.88
03/26	03/09/2026	41291	Amazon Capital Services Inc	1DL1-6V7K-	01-40-7010	Office Supplies	32.10
03/26	03/09/2026	41291	Amazon Capital Services Inc	1F11-M4XV-	01-40-7010	Halloween Stickers	8.99
03/26	03/09/2026	41291	Amazon Capital Services Inc	1LFN-GRNP-	01-40-7010	Office Supplies	16.49
03/26	03/09/2026	41291	Amazon Capital Services Inc	1QQR-636T-	01-45-6801	Parks - Septic Pods	83.64
03/26	03/09/2026	41291	Amazon Capital Services Inc	1QQR-636T-	01-45-6801	Parks - Septic Pods - Credit Memo	27.94-
03/26	03/09/2026	41291	Amazon Capital Services Inc	1QQR-636T-	01-45-6801	Parks - Septic Pods - Credit Memo	45.12-
03/26	03/09/2026	41291	Amazon Capital Services Inc	1QQR-636T-	01-45-6801	Parks - Septic Pods - Credit Memo	8.95-
03/26	03/09/2026	41291	Amazon Capital Services Inc	1R1J-4NFT-	01-40-7020	Operating Supplies	48.00
03/26	03/09/2026	41291	Amazon Capital Services Inc	1VJK-GDCM-	01-43-7010	Office Supplies - AA	68.55
03/26	03/09/2026	41291	Amazon Capital Services Inc	1VXX-CXP7-	01-47-6801	PW R & M	86.74
03/26	03/09/2026	41291	Amazon Capital Services Inc	1YWD-9J9L-	01-46-6135	Pickleball Line Replacement x2	319.98
03/26	03/09/2026	41291	Amazon Capital Services Inc	1YYD-CFNL-	01-47-6104	Computer Equipment	6.99
Total 41291:							910.83
03/26	03/09/2026	41292	Andres Salazar	AS 02132026	01-42-5062	Employee Tuition Reimbursement	1,917.87
Total 41292:							1,917.87
03/26	03/09/2026	41293	Anthony DeSantis	022726 AD	04-44-5063	CDL Permit Fee	20.19

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Check Amount
Total 41293:							20.19
03/26	03/09/2026	41294	Ausmus Law Firm PC	9985	01-48-6102	Prosecutor 3/2026	1,000.00
Total 41294:							1,000.00
03/26	03/09/2026	41295	BERTHOUD ACE HARDWARE	125150/1	01-47-6801	P.W. Ext. Elect. Repair	4.09
03/26	03/09/2026	41295	BERTHOUD ACE HARDWARE	G11600/1	01-47-6801	P.W. Ext. Elect. Repair	3.49-
Total 41295:							.60
03/26	03/09/2026	41296	BUCKEYE WELDING SUPPLY C	0005117816	04-44-6405	Cylinder Rental	9.19
Total 41296:							9.19
03/26	03/09/2026	41297	CARBON VALLEY GARAGE	20725	01-42-6805	Vehicle 18 Maintenance	133.68
03/26	03/09/2026	41297	CARBON VALLEY GARAGE	20726	01-42-6805	Vehicle 6 Maintenance	1,190.72
03/26	03/09/2026	41297	CARBON VALLEY GARAGE	20727	01-42-6805	Vehicle 7 Maintenance	515.93
Total 41297:							1,840.33
03/26	03/09/2026	41298	Carl & Donn Erikson	1075 02/26/2	99-01-1075	Refund overpayment. Account 1075	28.96
Total 41298:							28.96
03/26	03/09/2026	41299	Custom Ink	86155896-86	01-46-7051	Rec Shirts / Hoodies	1,430.78
Total 41299:							1,430.78
03/26	03/09/2026	41300	Denver Nuggets	324953684	01-46-6135	Mead Jr. Nuggets - Winter 2026	2,160.00
Total 41300:							2,160.00
03/26	03/09/2026	41301	Don Smith	DS 030326	01-02-2308	Temp Use Deposit Refund	500.00
Total 41301:							500.00
03/26	03/09/2026	41302	DYNAMIC DESIGNS PRINTING,	16188	01-49-6121	Print - Community Posterboard	135.00
Total 41302:							135.00
03/26	03/09/2026	41303	Erika Pflipsen	FEBRUARY	01-47-7010	employee reimb	21.87
Total 41303:							21.87
03/26	03/09/2026	41304	Felsburg Holt & Ullevig	47383	14-44-8503	3rd & Welker	6,935.00
Total 41304:							6,935.00
03/26	03/09/2026	41305	Fit For You Mead	1125	01-46-6999	Senior Exercise Class January 2026	272.00
Total 41305:							272.00
03/26	03/09/2026	41306	Graves Consulting LLC	20260328	01-40-6109	Compensation Study	4,625.00
Total 41306:							4,625.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Check Amount
03/26	03/09/2026	41307	GREELEY LOCK AND KEY	222211398	01-47-6610	Camera Licensing - Annual	2,876.80
Total 41307:							2,876.80
03/26	03/09/2026	41308	Gust Family Enterprises Inc	161307	01-47-6801	PW Ext. Elec. Repair	19.99
Total 41308:							19.99
03/26	03/09/2026	41309	Hailey McKay	FEBRUARY	01-49-7999	February Expense - Mileage	30.82
Total 41309:							30.82
03/26	03/09/2026	41310	IDEAL FENCING CORP	26-004-1	01-47-6801	P.W. Guardrail Type 3 (6' Steel Post)	2,760.00
Total 41310:							2,760.00
03/26	03/09/2026	41311	INFUSION ARCHITECTS	25025-006	09-42-8516	Mead PD Facility	15,415.00
Total 41311:							15,415.00
03/26	03/09/2026	41312	International Agents Inc	001664	01-42-6999	Wellness / Peer Support	1,387.50
Total 41312:							1,387.50
03/26	03/09/2026	41313	Invision GIS, LLC	2619	01-47-6104	GPS Updates/ Project Coordination	466.87
03/26	03/09/2026	41313	Invision GIS, LLC	2619	01-43-6104	GPS Updates/ Project Coordination	356.88
03/26	03/09/2026	41313	Invision GIS, LLC	2619	01-45-6104	GPS Updates/ Project Coordination	31.88
03/26	03/09/2026	41313	Invision GIS, LLC	2619	04-44-6104	GPS Updates/ Project Coordination	138.12
03/26	03/09/2026	41313	Invision GIS, LLC	2640	04-44-6104	Project Meetings	21.25
03/26	03/09/2026	41313	Invision GIS, LLC	2640	04-44-6104	Create User Guides and Training Manual	318.75
03/26	03/09/2026	41313	Invision GIS, LLC	2640	04-44-6104	Application Testing & Review	165.00
03/26	03/09/2026	41313	Invision GIS, LLC	2640	04-44-6104	Online Map Creation / Updates	42.50
03/26	03/09/2026	41313	Invision GIS, LLC	2640	04-44-6104	Create User Guides & Traiing Manuals	212.50
03/26	03/09/2026	41313	Invision GIS, LLC	2640	04-44-6104	Traininig	82.50
03/26	03/09/2026	41313	Invision GIS, LLC	2640	04-44-6104	Traininig	165.00
03/26	03/09/2026	41313	Invision GIS, LLC	2640	04-44-6104	Map Revisions & Updates	106.25
03/26	03/09/2026	41313	Invision GIS, LLC	2640	04-44-6104	Project Meetings	127.50
03/26	03/09/2026	41313	Invision GIS, LLC	2640	04-44-6104	Create Custom Map	42.50
03/26	03/09/2026	41313	Invision GIS, LLC	2640	04-44-6104	Map Revisions & Updates	106.25
03/26	03/09/2026	41313	Invision GIS, LLC	2640	04-44-6104	Project Management	127.50
03/26	03/09/2026	41313	Invision GIS, LLC	2640	04-44-6104	Application Testing & Review	55.00
Total 41313:							2,566.25
03/26	03/09/2026	41314	JVA INCORPORATED	28478	06-47-8527	WWTF Blower Rm. Improvements	296.40
03/26	03/09/2026	41314	JVA INCORPORATED	28607	01-02-2615	Waterfront #1 - Dev review	2,748.00
Total 41314:							3,044.40
03/26	03/09/2026	41315	Kaylyn Peoples	005508	01-40-6823	Janitorial - TH	1,260.00
03/26	03/09/2026	41315	Kaylyn Peoples	005508	01-42-6823	Janitorial - PD	495.00
03/26	03/09/2026	41315	Kaylyn Peoples	005508	01-47-6823	Janitorial - PW	885.00
03/26	03/09/2026	41315	Kaylyn Peoples	005508	01-46-6823	Janitorial - CC	3,510.00
Total 41315:							6,150.00
03/26	03/09/2026	41316	KENYON P. JORDAN PHD	2802-1	01-42-6210	Psych Assessment	325.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Check Amount
Total 41316:							325.00
03/26	03/09/2026	41317	Kimball Midwest	104015446	01-47-7020	Shop Supplies	420.00
Total 41317:							420.00
03/26	03/09/2026	41318	Laser Technology Inc	200419 RI	01-42-7254	Crash Team Equipment	3,410.00
Total 41318:							3,410.00
03/26	03/09/2026	41319	LITTLE THOMPSON WATER DIS	1003301 2/2	01-47-6111	1341 WC 34	76.29
03/26	03/09/2026	41319	LITTLE THOMPSON WATER DIS	1068901 2/2	01-46-6111	401 3rd St	181.97
03/26	03/09/2026	41319	LITTLE THOMPSON WATER DIS	347002 2/20/	04-44-6111	1782 WC 32	45.75
03/26	03/09/2026	41319	LITTLE THOMPSON WATER DIS	607001 2/20/	06-47-6111	5423 WC 32	45.48
03/26	03/09/2026	41319	LITTLE THOMPSON WATER DIS	618801 02/2	01-45-6111	150 Main St	66.57
03/26	03/09/2026	41319	LITTLE THOMPSON WATER DIS	619802 02/2	01-45-6111	242 Dillingham	45.48
03/26	03/09/2026	41319	LITTLE THOMPSON WATER DIS	620201 2/20/	01-45-6111	2700 WC 34.5	155.73
03/26	03/09/2026	41319	LITTLE THOMPSON WATER DIS	621801 2/20/	01-45-6111	190 1st Street	155.73
03/26	03/09/2026	41319	LITTLE THOMPSON WATER DIS	622501 2/20/	01-45-6111	365 Welker	66.57
03/26	03/09/2026	41319	LITTLE THOMPSON WATER DIS	624409 2/20/	01-45-6111	201 Welker	45.48
03/26	03/09/2026	41319	LITTLE THOMPSON WATER DIS	657602 2/20/	06-47-6111	4504 E Welker	143.72
03/26	03/09/2026	41319	LITTLE THOMPSON WATER DIS	657701 2/20/	01-45-6111	156 Eagle	81.05
03/26	03/09/2026	41319	LITTLE THOMPSON WATER DIS	657801 2/20/	01-42-6111	537 Main Police	51.94
03/26	03/09/2026	41319	LITTLE THOMPSON WATER DIS	657901 2/20/	01-45-6111	16775 North Creek	191.12
03/26	03/09/2026	41319	LITTLE THOMPSON WATER DIS	658001 2/20/	01-45-6111	441 3rd St (6580)	191.12
03/26	03/09/2026	41319	LITTLE THOMPSON WATER DIS	658101 02/2	01-45-6111	10 Fairburn	66.57
03/26	03/09/2026	41319	LITTLE THOMPSON WATER DIS	658201 2/20/	01-40-6111	441 3rd St	78.66
Total 41319:							1,689.23
03/26	03/09/2026	41320	Luis Palacios	INV-000005	14-44-8536	SH66/CR 7 Underpass	675.00
Total 41320:							675.00
03/26	03/09/2026	41321	MAIN STREET MAT COMPANY	314114	01-42-6111	Mat svcs - PD	71.38
03/26	03/09/2026	41321	MAIN STREET MAT COMPANY	314115	01-46-7020	Mat svcs - CC	148.70
Total 41321:							220.08
03/26	03/09/2026	41322	McDonald Farms Enterprises	0179252-IN	06-47-6601	Sludge Disposal	1,619.00
Total 41322:							1,619.00
03/26	03/09/2026	41323	Michael Van De Sandt	MV 030426	99-01-1075	Utility Refund - MV 50603	35.61
Total 41323:							35.61
03/26	03/09/2026	41324	Minuteman Press	19362	01-42-7010	Business Cards - MPD General Dispatch	53.54
Total 41324:							53.54
03/26	03/09/2026	41325	NeoTreks, Inc	04936	04-44-6610	Plow Ops Subscription	350.00
Total 41325:							350.00
03/26	03/09/2026	41326	PerkCity Inc	INV45604	01-49-5061	Wellness Rewards	210.00
03/26	03/09/2026	41326	PerkCity Inc	INV46040	01-49-5061	Nectar Wellness	41.86

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Check Amount
Total 41326:							251.86
03/26	03/09/2026	41327	Powell Restoration Inc	2024-010 03	18-45-8504	Liberty Ranch Park Improvements	20,409.60
03/26	03/09/2026	41327	Powell Restoration Inc	2024-010 03	18-02-2005	Liberty Ranch Park Improvements	1,020.48-
Total 41327:							19,389.12
03/26	03/09/2026	41328	Professional Management Solutio	85196	01-40-6109	Finance Consulting - January 2026	5,402.00
03/26	03/09/2026	41328	Professional Management Solutio	85196	06-40-6109	Finance Consulting - January 2026	407.75
03/26	03/09/2026	41328	Professional Management Solutio	85196	20-40-6109	Finance Consulting - January 2026	407.75
Total 41328:							6,217.50
03/26	03/09/2026	41329	Scannell Properties (SP-FXF Mea	CD022026	01-02-2600	Cash Deposit-Partial Release	1,371,599.00
Total 41329:							1,371,599.00
03/26	03/09/2026	41330	Scheels All Sports	INV8388503	04-44-7051	JoMo Uniform	184.99
03/26	03/09/2026	41330	Scheels All Sports	INV8388503	01-45-7051	Uniforms - LR	404.94
03/26	03/09/2026	41330	Scheels All Sports	INV8388503	04-44-7051	Uniforms - JM	279.92
03/26	03/09/2026	41330	Scheels All Sports	IVN8388503	04-44-7051	Uniforms - LR & JM	99.95
03/26	03/09/2026	41330	Scheels All Sports	IVN8388503	01-45-7051	Uniforms - LR & JM	378.93
Total 41330:							1,348.73
03/26	03/09/2026	41331	ST. VRAIN VALLEY SCHOOL DIS	1921	01-46-6135	Winter BB Facility Rental	2,435.00
Total 41331:							2,435.00
03/26	03/09/2026	41332	STAPLES ADVANTAGE	6043795830	01-46-7010	Office Supplies 9/2025	92.98
03/26	03/09/2026	41332	STAPLES ADVANTAGE	6043795833	01-46-7010	Office Supplies 9/2025	126.37
03/26	03/09/2026	41332	STAPLES ADVANTAGE	6049235857	01-46-7010	Office Supplies 11/2025	42.16
03/26	03/09/2026	41332	STAPLES ADVANTAGE	60516394	01-46-7010	Office Supplies 12/2025	60.08
03/26	03/09/2026	41332	STAPLES ADVANTAGE	6054402911	01-47-7020	Operating Supplies	51.77
03/26	03/09/2026	41332	STAPLES ADVANTAGE	6057030851	01-40-7010	Office Supplies	267.34
03/26	03/09/2026	41332	STAPLES ADVANTAGE	6057030853	01-42-7010	Copy Paper, Storage Boxes	148.61
Total 41332:							789.31
03/26	03/09/2026	41333	Stewart & Stevenson	60169805	01-42-6801	Building Maintenance	300.00
03/26	03/09/2026	41333	Stewart & Stevenson	60169848	01-47-6801	Building Maintenance	700.00
Total 41333:							1,000.00
03/26	03/09/2026	41334	THE HARTFORD-GROUP BENE	9247082359	01-40-5066	STD / LTD Insurance	277.76
03/26	03/09/2026	41334	THE HARTFORD-GROUP BENE	9247082359	01-41-5066	STD / LTD Insurance	20.87
03/26	03/09/2026	41334	THE HARTFORD-GROUP BENE	9247082359	01-42-5066	STD / LTD Insurance	440.57
03/26	03/09/2026	41334	THE HARTFORD-GROUP BENE	9247082359	01-43-5066	STD / LTD Insurance	145.78
03/26	03/09/2026	41334	THE HARTFORD-GROUP BENE	9247082359	04-44-5066	STD / LTD Insurance	282.38
03/26	03/09/2026	41334	THE HARTFORD-GROUP BENE	9247082359	01-45-5066	STD / LTD Insurance	274.46
03/26	03/09/2026	41334	THE HARTFORD-GROUP BENE	9247082359	01-46-5066	STD / LTD Insurance	118.86
03/26	03/09/2026	41334	THE HARTFORD-GROUP BENE	9247082359	01-47-5066	STD / LTD Insurance	226.36
03/26	03/09/2026	41334	THE HARTFORD-GROUP BENE	9247082359	01-48-5066	STD / LTD Insurance	46.38
03/26	03/09/2026	41334	THE HARTFORD-GROUP BENE	9247082359	01-49-5066	STD / LTD Insurance	64.03
03/26	03/09/2026	41334	THE HARTFORD-GROUP BENE	9247082359	06-40-5066	STD / LTD Insurance	139.71
03/26	03/09/2026	41334	THE HARTFORD-GROUP BENE	9247082359	20-40-5066	STD / LTD Insurance	102.87

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Check Amount
Total 41334:							2,140.03
03/26	03/09/2026	41335	T-Mobile USA Inc	999630825 0	01-42-6110	Cellular Service	80.00
Total 41335:							80.00
03/26	03/09/2026	41336	TOWN OF MEAD	18.02 3.2026	01-40-6111	242 Dillingham Ave	48.00
03/26	03/09/2026	41336	TOWN OF MEAD	31.11 3.2026	01-40-6111	201 Welker Sewer	48.00
03/26	03/09/2026	41336	TOWN OF MEAD	338.01 3.202	01-40-6111	Town Hall Sewer	63.36
03/26	03/09/2026	41336	TOWN OF MEAD	453.01 3.202	01-42-6111	PD Sewer (535 Main St)	216.99
03/26	03/09/2026	41336	TOWN OF MEAD	478.02 3.202	01-40-6111	242 Main St	52.81
03/26	03/09/2026	41336	TOWN OF MEAD	566.02 3.202	01-46-6111	401 3rd St Sewer	63.36
03/26	03/09/2026	41336	TOWN OF MEAD	630.04 3.202	01-40-6111	505 3rd St Sewer	48.00
Total 41336:							540.52
03/26	03/09/2026	41337	Tradesman Elevator	13813	01-40-6801	Preventative Services March 2026	200.00
Total 41337:							200.00
03/26	03/09/2026	41338	Tri Tech Forensics Inc	01244684	01-42-7254	Portable Scales & Calibration Weight	59.78
Total 41338:							59.78
03/26	03/09/2026	41339	University Auto Parts, Inc	373522	01-45-7101	Rec Truck	9.64
Total 41339:							9.64
03/26	03/09/2026	41340	US Bank Voyager Fleet Systems	8694028342	01-42-7101	Fuel	1,915.72
03/26	03/09/2026	41340	US Bank Voyager Fleet Systems	8694028342	04-44-7101	Fuel	1,416.33
03/26	03/09/2026	41340	US Bank Voyager Fleet Systems	8694028342	01-45-7101	Fuel	2,298.78
03/26	03/09/2026	41340	US Bank Voyager Fleet Systems	8694028342	01-47-7101	Fuel	403.72
03/26	03/09/2026	41340	US Bank Voyager Fleet Systems	8694028342	06-47-7101	Fuel	263.41
Total 41340:							6,297.96
03/26	03/09/2026	41341	Utility Notification Center of Color	226021087	06-47-6120	Line locates	408.39
Total 41341:							408.39
03/26	03/09/2026	41342	VARI Sales Corporation	91381592	01-40-7550	Desk/Office Furniture - MP	809.10
03/26	03/09/2026	41342	VARI Sales Corporation	91381592	01-43-7550	Desk/Office Furniture - AB	809.10
03/26	03/09/2026	41342	VARI Sales Corporation	91381592	01-49-7550	Desk/Office Furniture - JP	809.10
03/26	03/09/2026	41342	VARI Sales Corporation	91381593	01-43-7550	Office File Cabinet - AB	359.10
03/26	03/09/2026	41342	VARI Sales Corporation	91384072	01-43-7550	AA - Office	53.10
Total 41342:							2,839.50
03/26	03/10/2026	31026100	All Copy Products Inc	575714530	01-40-6126	TH - Copier Lease	96.41
03/26	03/10/2026	31026100	All Copy Products Inc	575778766	01-47-6126	PW - Copier	78.23
Total 31026100:							174.64
03/26	03/10/2026	31026101	CEBT	INV0081319	01-02-2310	Health Insurance	57,041.01
03/26	03/10/2026	31026101	CEBT	INV0081319	04-02-2310	Health Insurance	9,576.72
03/26	03/10/2026	31026101	CEBT	INV0081319	06-02-2310	Health Insurance	2,787.22
03/26	03/10/2026	31026101	CEBT	INV0081319	20-02-2310	Health Insurance	2,277.18

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Check Amount
Total 31026101:							71,682.13
03/26	03/10/2026	31026102	Elan Cardmember Service	1368 2.2026	01-46-6104	Surge Protector Replacement	54.36
03/26	03/10/2026	31026102	Elan Cardmember Service	1368 2.2026	01-49-6610	Adobe Subscription	239.88
03/26	03/10/2026	31026102	Elan Cardmember Service	1368 2.2026	01-49-6610	Canva Subscription Nelson	119.99
03/26	03/10/2026	31026102	Elan Cardmember Service	1368 2.2026	01-49-6402	Shop Mead Promotion	23.44
03/26	03/10/2026	31026102	Elan Cardmember Service	1368 2.2026	01-49-6402	Built For Mead ADA	59.00
03/26	03/10/2026	31026102	Elan Cardmember Service	1368 2.2026	01-49-6610	3CMA Dues Four Seat Rate	845.00
03/26	03/10/2026	31026102	Elan Cardmember Service	1368 2.2026	01-49-6402	Business Appreciation Dinner Supplies	233.67
03/26	03/10/2026	31026102	Elan Cardmember Service	1368 2.2026	01-49-6402	Shop Mead Promotion	121.00
03/26	03/10/2026	31026102	Elan Cardmember Service	1368 2.2026	01-49-6610	Newsletter Subscription	45.00
03/26	03/10/2026	31026102	Elan Cardmember Service	1368 2.2026	01-49-6610	URL Subscription	35.00
03/26	03/10/2026	31026102	Elan Cardmember Service	1368 2.2026	01-46-6135	Rec Activity Supplies	376.74
03/26	03/10/2026	31026102	Elan Cardmember Service	1368 2.2026	01-49-6402	Shop Mead Promotion	129.00
03/26	03/10/2026	31026102	Elan Cardmember Service	1368 2.2026	01-46-6610	CPRA Dues Three Seats	445.00
03/26	03/10/2026	31026102	Elan Cardmember Service	1368 2.2026	01-46-6135	Rec Program Supplies	408.00
03/26	03/10/2026	31026102	Elan Cardmember Service	1368 2.2026	01-46-5063	Rec Staff Taining - Food	149.36
03/26	03/10/2026	31026102	Elan Cardmember Service	1368 2.2026	01-40-6610	Zoom Webinar Subscription	79.00
03/26	03/10/2026	31026102	Elan Cardmember Service	3514 02.202	01-41-5063	PW Training	37.55
03/26	03/10/2026	31026102	Elan Cardmember Service	3514 02.202	01-41-5063	PW Training	30.45
03/26	03/10/2026	31026102	Elan Cardmember Service	3514 02.202	01-40-6610	Subscription - No Receipt	19.99
03/26	03/10/2026	31026102	Elan Cardmember Service	3514 02.202	01-40-6610	Subscription - No Receipt	6.99
03/26	03/10/2026	31026102	Elan Cardmember Service	3514 02.202	01-41-5063	PW Training	27.50
03/26	03/10/2026	31026102	Elan Cardmember Service	3514 02.202	01-41-5063	PW Training	41.85
03/26	03/10/2026	31026102	Elan Cardmember Service	3866 02.202	01-42-7305	Sheepdog Earpieces	291.60
03/26	03/10/2026	31026102	Elan Cardmember Service	3866 02.202	01-42-6610	Adobe Subscription	19.99
03/26	03/10/2026	31026102	Elan Cardmember Service	3866 02.202	01-42-7999	Meeting	42.65
03/26	03/10/2026	31026102	Elan Cardmember Service	3866 02.202	01-42-6610	Toyota Unite 14 Subscription	15.00
03/26	03/10/2026	31026102	Elan Cardmember Service	3866 02.202	01-42-6210	Badge Pinning / Swearing In Ceremony	54.12
03/26	03/10/2026	31026102	Elan Cardmember Service	3866 02.202	01-42-6610	Remarkable Subscription	5.98
03/26	03/10/2026	31026102	Elan Cardmember Service	3866 02.202	01-42-6610	Foreign Transaction Fee	.11
03/26	03/10/2026	31026102	Elan Cardmember Service	559002.26	01-47-5063	Annual Concrete Pavement Workshop -	175.00
03/26	03/10/2026	31026102	Elan Cardmember Service	559002.26	19-44-8546	Art Procurement	475.00
03/26	03/10/2026	31026102	Elan Cardmember Service	6819 02.202	01-42-7010	Postage to District Court	11.95
03/26	03/10/2026	31026102	Elan Cardmember Service	6819 02.202	01-42-5063	Commander Training Registration	256.39
03/26	03/10/2026	31026102	Elan Cardmember Service	6819 02.202	01-42-6805	Adhesive for Vehicle Trim	9.08
03/26	03/10/2026	31026102	Elan Cardmember Service	6819 02.202	01-42-6199	Consumables for Town Meeting w/ Infusi	234.35
03/26	03/10/2026	31026102	Elan Cardmember Service	6819 02.202	01-42-7010	Postage for Havis Docking Station	23.95
03/26	03/10/2026	31026102	Elan Cardmember Service	7700 02.202	01-40-6511	Postage	8.85
03/26	03/10/2026	31026102	Elan Cardmember Service	7700 02.202	01-40-6511	Postage	8.85
03/26	03/10/2026	31026102	Elan Cardmember Service	7700 02.202	01-40-6610	Subscription - No Receipt	60.66
03/26	03/10/2026	31026102	Elan Cardmember Service	7700 02.202	01-40-6610	Subscription - No Receipt	15.00
03/26	03/10/2026	31026102	Elan Cardmember Service	7700 02.202	01-41-7999	BoT Meeting	148.70
03/26	03/10/2026	31026102	Elan Cardmember Service	7700 02.202	01-40-6511	Postage	8.85
03/26	03/10/2026	31026102	Elan Cardmember Service	7700 02.202	01-41-6610	NLC Dues	981.00
03/26	03/10/2026	31026102	Elan Cardmember Service	7700 02.202	01-40-6311	State & Federal Filing	253.00
03/26	03/10/2026	31026102	Elan Cardmember Service	7700 02.202	01-40-6511	Postage	8.85
03/26	03/10/2026	31026102	Elan Cardmember Service	7700 02.202	01-40-6511	Postage	8.85
03/26	03/10/2026	31026102	Elan Cardmember Service	7700 02.202	01-40-6511	Postage	8.85
03/26	03/10/2026	31026102	Elan Cardmember Service	7700 02.202	01-40-6511	Postage	8.85
03/26	03/10/2026	31026102	Elan Cardmember Service	7700 02.202	01-40-5063	HR Law Update	460.00
03/26	03/10/2026	31026102	Elan Cardmember Service	7700 02.202	01-43-6210	Planning Interviews	59.68
03/26	03/10/2026	31026102	Elan Cardmember Service	7700 02.202	01-41-7999	Flowers for Mayor	106.99
03/26	03/10/2026	31026102	Elan Cardmember Service	7700 02.202	01-41-7999	BoT Meeting	228.05
03/26	03/10/2026	31026102	Elan Cardmember Service	7700 02.202	01-40-6511	Postage	8.85
03/26	03/10/2026	31026102	Elan Cardmember Service	7700 02.202	01-40-6511	Postage	8.85
03/26	03/10/2026	31026102	Elan Cardmember Service	7700 02.202	01-40-5063	Training - JN	460.00

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Check Amount
03/26	03/10/2026	31026102	Elan Cardmember Service	7700 02.202	01-40-7999	Lunch & Learn	46.40
03/26	03/10/2026	31026102	Elan Cardmember Service	7700 02.202	01-41-5063	CW - Training - Credit	110.00-
03/26	03/10/2026	31026102	Elan Cardmember Service	7700 02.202	01-40-5063	Training	75.00
03/26	03/10/2026	31026102	Elan Cardmember Service	7700 02.202	01-40-5063	Audit Training	40.00
03/26	03/10/2026	31026102	Elan Cardmember Service	7700 02.202	01-40-6610	Subscription - No Receipt	18.99
03/26	03/10/2026	31026102	Elan Cardmember Service	7700 02.202	01-40-7010	JN - Office Supplies	40.87
03/26	03/10/2026	31026102	Elan Cardmember Service	7700 02.202	01-40-6511	Postage	8.85
03/26	03/10/2026	31026102	Elan Cardmember Service	7700 02.202	01-40-6511	Postage	8.85
03/26	03/10/2026	31026102	Elan Cardmember Service	7700 02.202	01-40-6511	Postage	8.85
03/26	03/10/2026	31026102	Elan Cardmember Service	7700 02.202	01-41-7999	BoT Meeting	62.00
03/26	03/10/2026	31026102	Elan Cardmember Service	7700 02.202	01-40-5063	Training	275.49
03/26	03/10/2026	31026102	Elan Cardmember Service	7742 02.202	01-42-6610	NASRO Annual Membership	50.00
03/26	03/10/2026	31026102	Elan Cardmember Service	7742 02.202	01-42-5063	NASRO Basic SRO Certification School	500.00
03/26	03/10/2026	31026102	Elan Cardmember Service	7742 02.202	01-42-5063	NASRO Basic SRO Certification School -	533.82
03/26	03/10/2026	31026102	Elan Cardmember Service	7742 02.202	01-42-6210	Badge Pinning / Swearing In Ceremony	28.42
Total 31026102:							9,583.21
03/26	03/10/2026	31026103	Fusion Cloud Company	10221670	01-40-6110	Phone Bill Feb	325.86
Total 31026103:							325.86
03/26	03/10/2026	31026104	JOHN DEERE FINANCIAL	3125045	04-44-6405	JD Wheel Loader	3,223.46
03/26	03/10/2026	31026104	JOHN DEERE FINANCIAL	3133928	04-44-6405	JD Grader	5,871.01
Total 31026104:							9,094.47
03/26	03/10/2026	31026105	SAMSCLUB	00000 01072	01-41-7999	BoT Meeting	33.22
03/26	03/10/2026	31026105	SAMSCLUB	00000 02042	01-41-7999	BoT Meeting	47.43
03/26	03/10/2026	31026105	SAMSCLUB	20260102211	01-41-7999	BoT Meeting	161.15
03/26	03/10/2026	31026105	SAMSCLUB	2026012622	01-46-7010	OFFICE & OP Supplies TH & CC	14.68
03/26	03/10/2026	31026105	SAMSCLUB	2026012622	01-41-7020	OFFICE & OP Supplies TH & CC	18.98
03/26	03/10/2026	31026105	SAMSCLUB	2026012622	01-46-7010	CC Office Supplies/Breakroom Snacks	108.48
03/26	03/10/2026	31026105	SAMSCLUB	2026012622	01-42-7010	PD Office Supplies/ Plastic Cutlery	14.68
03/26	03/10/2026	31026105	SAMSCLUB	2026012622	01-41-7020	Op Supplies TH / Paper Plates	18.98
03/26	03/10/2026	31026105	SAMSCLUB	2026012622	01-46-7010	Credit for Items not received	28.96-
03/26	03/10/2026	31026105	SAMSCLUB	2026012622	01-46-7010	CC Office Supplies/Breakroom Snacks	28.96
03/26	03/10/2026	31026105	SAMSCLUB	2026013022	01-41-7999	BoT Meeting	112.24
03/26	03/10/2026	31026105	SAMSCLUB	2026022017	01-41-7999	BoT Meeting	123.99
03/26	03/10/2026	31026105	SAMSCLUB	4230 012326	01-40-6610	Annual Membership Renewal	38.75
03/26	03/10/2026	31026105	SAMSCLUB	4230 012326	01-49-6610	Annual Membership Renewal	38.75
03/26	03/10/2026	31026105	SAMSCLUB	4230 012326	01-47-6610	Annual Membership Renewal	38.75
03/26	03/10/2026	31026105	SAMSCLUB	4230 012326	01-42-6610	Annual Membership Renewal	38.75
03/26	03/10/2026	31026105	SAMSCLUB	4230 022226	01-40-7999	Late Fee	39.99
03/26	03/10/2026	31026105	SAMSCLUB	4230 030226	01-40-7999	Interest	23.57
03/26	03/10/2026	31026105	SAMSCLUB	8000000125	01-47-7010	OFFICE SUPPLIES	238.72
03/26	03/10/2026	31026105	SAMSCLUB	8000000225	01-46-7010	Breakroom Snacks & Drinks	185.43
03/26	03/10/2026	31026105	SAMSCLUB	8000000229	01-47-7010	OFFICE SUPPLIES	258.47
Total 31026105:							1,555.01
03/26	03/10/2026	31026106	UNITED POWER, INC.	25019600 2.	04-44-6111	3rd St.	39.29
03/26	03/10/2026	31026106	UNITED POWER, INC.	61303 2.202	01-45-6111	CR 5 Lights	13.33
03/26	03/10/2026	31026106	UNITED POWER, INC.	6226505 2.2	14-44-8536	SH66/CR 7 Acquisition	37.84
03/26	03/10/2026	31026106	UNITED POWER, INC.	88601 2.202	04-44-6111	Street Lights	4,309.48
Total 31026106:							4,399.94

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Check Amount
03/26	03/10/2026	31026107	VERIZON WIRELESS	6135441063	01-40-6110	Wireless bill	40.01
03/26	03/10/2026	31026107	VERIZON WIRELESS	6135441063	01-41-7020	Wireless bill	37.96
03/26	03/10/2026	31026107	VERIZON WIRELESS	6135441063	01-46-6110	Wireless bill	40.01
03/26	03/10/2026	31026107	VERIZON WIRELESS	6135441063	01-49-6110	Wireless bill - Cost of Phone	651.04
03/26	03/10/2026	31026107	VERIZON WIRELESS	6135441063	01-47-6110	Wireless bill	220.10
03/26	03/10/2026	31026107	VERIZON WIRELESS	6135441063	04-44-6110	Wireless bill	67.82
03/26	03/10/2026	31026107	VERIZON WIRELESS	6135441063	06-40-6110	Wireless bill	40.01
03/26	03/10/2026	31026107	VERIZON WIRELESS	6135441064	01-42-6110	Cell Service/Equipment	1,510.08
Total 31026107:							2,607.03
03/26	03/10/2026	31026108	XCEL ENERGY	962108214	01-42-6111	537 Main	362.92
03/26	03/10/2026	31026108	XCEL ENERGY	966155493	01-47-6111	PW Utilities	662.73
03/26	03/10/2026	31026108	XCEL ENERGY	966214389	01-40-6111	299 Palmer Ave	152.11
03/26	03/10/2026	31026108	XCEL ENERGY	966216656	04-44-6111	1785 WCR 32	439.56
03/26	03/10/2026	31026108	XCEL ENERGY	966225957	14-44-8536	SH66/CR7 Underpass Project (Aquired L	100.91
03/26	03/10/2026	31026108	XCEL ENERGY	966259692	01-42-6111	Utilities 537 Main St	363.00
Total 31026108:							2,081.23
03/26	03/10/2026	31026110	Elan Cardmember Service	1368 2.2026	01-46-6104	Surge Protector Replacement	54.36
03/26	03/10/2026	31026110	Elan Cardmember Service	1368 2.2026	01-49-6610	Adobe Subscription	239.88
03/26	03/10/2026	31026110	Elan Cardmember Service	1368 2.2026	01-49-6610	Canva Subscription Nelson	119.99
03/26	03/10/2026	31026110	Elan Cardmember Service	1368 2.2026	01-49-6402	Shop Mead Promotion	23.44
03/26	03/10/2026	31026110	Elan Cardmember Service	1368 2.2026	01-49-6402	Built For Mead ADA	59.00
03/26	03/10/2026	31026110	Elan Cardmember Service	1368 2.2026	01-49-6610	3CMA Dues Four Seat Rate	845.00
03/26	03/10/2026	31026110	Elan Cardmember Service	1368 2.2026	01-49-6402	Business Appreciation Dinner Supplies	233.67
03/26	03/10/2026	31026110	Elan Cardmember Service	1368 2.2026	01-49-6402	Shop Mead Promotion	121.00
03/26	03/10/2026	31026110	Elan Cardmember Service	1368 2.2026	01-49-6610	Newsletter Subscription	45.00
03/26	03/10/2026	31026110	Elan Cardmember Service	1368 2.2026	01-49-6610	URL Subscription	35.00
03/26	03/10/2026	31026110	Elan Cardmember Service	1368 2.2026	01-46-6135	Rec Activity Supplies	376.74
03/26	03/10/2026	31026110	Elan Cardmember Service	1368 2.2026	01-49-6402	Shop Mead Promotion	129.00
03/26	03/10/2026	31026110	Elan Cardmember Service	1368 2.2026	01-46-6610	CPRA Dues Three Seats	445.00
03/26	03/10/2026	31026110	Elan Cardmember Service	1368 2.2026	01-46-6135	Rec Program Supplies	408.00
03/26	03/10/2026	31026110	Elan Cardmember Service	1368 2.2026	01-46-5063	Rec Staff Tarining - Food	149.36
03/26	03/10/2026	31026110	Elan Cardmember Service	1368 2.2026	01-40-6610	Zoom Webinar Subscription	79.00
03/26	03/10/2026	31026110	Elan Cardmember Service	3514 02.202	01-41-5063	PW Training	37.55
03/26	03/10/2026	31026110	Elan Cardmember Service	3514 02.202	01-41-5063	PW Training	30.45
03/26	03/10/2026	31026110	Elan Cardmember Service	3514 02.202	01-40-6610	Subscription - No Receipt	19.99
03/26	03/10/2026	31026110	Elan Cardmember Service	3514 02.202	01-40-6610	Subscription - No Receipt	6.99
03/26	03/10/2026	31026110	Elan Cardmember Service	3514 02.202	01-41-5063	PW Training	27.50
03/26	03/10/2026	31026110	Elan Cardmember Service	3514 02.202	01-41-5063	PW Training	41.85
03/26	03/10/2026	31026110	Elan Cardmember Service	3866 02.202	01-42-7305	Sheepdog Earpieces	291.60
03/26	03/10/2026	31026110	Elan Cardmember Service	3866 02.202	01-42-6610	Adobe Subscription	19.99
03/26	03/10/2026	31026110	Elan Cardmember Service	3866 02.202	01-42-7999	Meeting	42.65
03/26	03/10/2026	31026110	Elan Cardmember Service	3866 02.202	01-42-6610	Toyota Unite 14 Subscription	15.00
03/26	03/10/2026	31026110	Elan Cardmember Service	3866 02.202	01-42-6210	Badge Pinning / Swearing In Ceremony	54.12
03/26	03/10/2026	31026110	Elan Cardmember Service	3866 02.202	01-42-6610	Remarkable Subscription	5.98
03/26	03/10/2026	31026110	Elan Cardmember Service	3866 02.202	01-42-6610	Foreign Transaction Fee	.11
03/26	03/10/2026	31026110	Elan Cardmember Service	559002.26	01-47-5063	Annual Concrete Pavement Workshop -	175.00
03/26	03/10/2026	31026110	Elan Cardmember Service	559002.26	19-44-8546	Art Procurement	475.00
03/26	03/10/2026	31026110	Elan Cardmember Service	6819 02.202	01-42-7010	Postage to District Court	11.95
03/26	03/10/2026	31026110	Elan Cardmember Service	6819 02.202	01-42-5063	Commander Training Registration	256.39
03/26	03/10/2026	31026110	Elan Cardmember Service	6819 02.202	01-42-6805	Adhesive for Vehicle Trim	9.08
03/26	03/10/2026	31026110	Elan Cardmember Service	6819 02.202	01-42-6199	Consumables for Town Meeting w/ Infusi	234.35
03/26	03/10/2026	31026110	Elan Cardmember Service	6819 02.202	01-42-7010	Postage for Havis Docking Station	23.95
03/26	03/10/2026	31026110	Elan Cardmember Service	7665 2.2026	01-49-7026	Flag and Accessories	1,470.00
03/26	03/10/2026	31026110	Elan Cardmember Service	7665 2.2026	04-44-6805	Truck Boxes	3,824.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Check Amount
03/26	03/10/2026	31026110	Elan Cardmember Service	7665 2.2026	04-44-5063	Training-CDL-TD	249.00
03/26	03/10/2026	31026110	Elan Cardmember Service	7665 2.2026	01-47-6805	New F-150 ToolBox	1,568.00
03/26	03/10/2026	31026110	Elan Cardmember Service	7665 2.2026	01-45-5063	ProGreen Conference Parking-BH	30.00
03/26	03/10/2026	31026110	Elan Cardmember Service	7665 2.2026	01-45-6104	Online Subscripton-No Receipt	30.00
03/26	03/10/2026	31026110	Elan Cardmember Service	7665 2.2026	01-45-6104	Online Subscripton-No Receipt	30.00
03/26	03/10/2026	31026110	Elan Cardmember Service	7665 2.2026	01-45-6104	Online Subscripton-No Receipt	30.00
03/26	03/10/2026	31026110	Elan Cardmember Service	7665 2.2026	01-45-6104	Online Subscripton-No Receipt	300.00
03/26	03/10/2026	31026110	Elan Cardmember Service	7665 2.2026	01-45-6104	Online Subscripton-No Receipt	30.00
03/26	03/10/2026	31026110	Elan Cardmember Service	7665 2.2026	01-45-6104	Online Subscripton-No Receipt	30.00
03/26	03/10/2026	31026110	Elan Cardmember Service	7665 2.2026	01-45-6104	Online Subscripton-No Receipt	30.00
03/26	03/10/2026	31026110	Elan Cardmember Service	7665 2.2026	01-45-6104	Online Subscripton-No Receipt	30.00
03/26	03/10/2026	31026110	Elan Cardmember Service	7665 2.2026	04-44-5063	Training-TCS- TD & DM	700.00
03/26	03/10/2026	31026110	Elan Cardmember Service	7665 2.2026	01-45-5063	LTAP Training	200.00
03/26	03/10/2026	31026110	Elan Cardmember Service	7665 2.2026	01-45-5063	Founders Park	99.02
03/26	03/10/2026	31026110	Elan Cardmember Service	7665 2.2026	01-45-6104	Online Subscription-No Receipt	33.30
03/26	03/10/2026	31026110	Elan Cardmember Service	7665 2.2026	01-45-6104	Online Subscription-No Receipt	660.21
03/26	03/10/2026	31026110	Elan Cardmember Service	7665 2.2026	01-45-6104	Online Subscription-No Receipt	47.88
03/26	03/10/2026	31026110	Elan Cardmember Service	7665 2.2026	01-45-6104	Online Subscription-No Receipt	30.00
03/26	03/10/2026	31026110	Elan Cardmember Service	7665 2.2026	01-45-6104	Online Subscription-No Receipt	30.00
03/26	03/10/2026	31026110	Elan Cardmember Service	7665 2.2026	01-45-6104	FGN fee	8.15
03/26	03/10/2026	31026110	Elan Cardmember Service	7700 02.202	01-40-6511	Postage	8.85
03/26	03/10/2026	31026110	Elan Cardmember Service	7700 02.202	01-40-6511	Postage	8.85
03/26	03/10/2026	31026110	Elan Cardmember Service	7700 02.202	01-40-6610	Subscription - No Receipt	60.66
03/26	03/10/2026	31026110	Elan Cardmember Service	7700 02.202	01-40-6610	Subscription - No Receipt	15.00
03/26	03/10/2026	31026110	Elan Cardmember Service	7700 02.202	01-41-7999	BoT Meeting	148.70
03/26	03/10/2026	31026110	Elan Cardmember Service	7700 02.202	01-40-6511	Postage	8.85
03/26	03/10/2026	31026110	Elan Cardmember Service	7700 02.202	01-41-6610	NLC Dues	981.00
03/26	03/10/2026	31026110	Elan Cardmember Service	7700 02.202	01-40-6311	State & Federal Filing	253.00
03/26	03/10/2026	31026110	Elan Cardmember Service	7700 02.202	01-40-6511	Postage	8.85
03/26	03/10/2026	31026110	Elan Cardmember Service	7700 02.202	01-40-6511	Postage	8.85
03/26	03/10/2026	31026110	Elan Cardmember Service	7700 02.202	01-40-6511	Postage	8.85
03/26	03/10/2026	31026110	Elan Cardmember Service	7700 02.202	01-40-6511	Postage	8.85
03/26	03/10/2026	31026110	Elan Cardmember Service	7700 02.202	01-40-5063	HR Law Update	460.00
03/26	03/10/2026	31026110	Elan Cardmember Service	7700 02.202	01-43-6210	Planning Interviews	59.68
03/26	03/10/2026	31026110	Elan Cardmember Service	7700 02.202	01-41-7999	Flowers for Mayor	106.99
03/26	03/10/2026	31026110	Elan Cardmember Service	7700 02.202	01-41-7999	BoT Meeting	228.05
03/26	03/10/2026	31026110	Elan Cardmember Service	7700 02.202	01-40-6511	Postage	8.85
03/26	03/10/2026	31026110	Elan Cardmember Service	7700 02.202	01-40-6511	Postage	8.85
03/26	03/10/2026	31026110	Elan Cardmember Service	7700 02.202	01-40-5063	Training - JN	

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Check Amount
Grand Totals:							1,602,882.16

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-02-2000	334.46	1,516,992.89-	1,516,658.43-
01-02-2308	500.00	.00	500.00
01-02-2310	57,041.01	.00	57,041.01
01-02-2600	1,371,599.00	.00	1,371,599.00
01-02-2615	2,748.00	.00	2,748.00
01-40-5063	2,620.98	.00	2,620.98
01-40-5066	277.76	.00	277.76
01-40-5067	245.00	.00	245.00
01-40-6109	10,027.00	.00	10,027.00
01-40-6110	365.87	.00	365.87
01-40-6111	490.94	.00	490.94
01-40-6126	96.41	.00	96.41
01-40-6311	506.00	.00	506.00
01-40-6511	212.40	.00	212.40
01-40-6610	440.01	.00	440.01
01-40-6801	200.00	.00	200.00
01-40-6823	1,260.00	.00	1,260.00
01-40-7010	475.87	.00	475.87
01-40-7020	77.38	.00	77.38
01-40-7550	809.10	.00	809.10
01-40-7999	156.36	.00	156.36
01-41-5063	274.70	220.00-	54.70
01-41-5066	20.87	.00	20.87
01-41-6610	1,962.00	.00	1,962.00
01-41-7020	75.92	.00	75.92
01-41-7999	1,569.51	.00	1,569.51
01-42-5062	1,917.87	.00	1,917.87
01-42-5063	2,580.42	.00	2,580.42
01-42-5066	440.57	.00	440.57
01-42-6110	1,590.08	.00	1,590.08
01-42-6111	1,066.23	.00	1,066.23
01-42-6199	468.70	.00	468.70
01-42-6210	490.08	.00	490.08
01-42-6610	220.91	.00	220.91
01-42-6801	300.00	.00	300.00
01-42-6805	1,858.49	.00	1,858.49
01-42-6823	495.00	.00	495.00
01-42-6999	1,387.50	.00	1,387.50
01-42-7010	339.51	.00	339.51
01-42-7020	35.90	.00	35.90
01-42-7101	1,915.72	.00	1,915.72
01-42-7254	3,469.78	.00	3,469.78
01-42-7305	654.15	.00	654.15
01-42-7999	85.30	.00	85.30
01-43-5066	145.78	.00	145.78
01-43-6104	356.88	.00	356.88
01-43-6210	119.36	.00	119.36
01-43-7010	68.55	.00	68.55
01-43-7550	1,221.30	.00	1,221.30
01-45-5063	329.02	.00	329.02

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
01-45-5066	274.46	.00	274.46
01-45-6104	1,351.42	.00	1,351.42
01-45-6111	1,078.75	.00	1,078.75
01-45-6801	83.64	82.01-	1.63
01-45-7051	783.87	.00	783.87
01-45-7101	2,308.42	.00	2,308.42
01-46-5063	298.72	.00	298.72
01-46-5066	118.86	.00	118.86
01-46-6104	108.72	.00	108.72
01-46-6110	40.01	.00	40.01
01-46-6111	245.33	.00	245.33
01-46-6135	6,620.45	.00	6,620.45
01-46-6610	890.00	.00	890.00
01-46-6823	3,510.00	.00	3,510.00
01-46-6999	812.00	.00	812.00
01-46-7010	659.14	28.96-	630.18
01-46-7020	148.70	.00	148.70
01-46-7051	1,430.78	.00	1,430.78
01-47-5063	350.00	.00	350.00
01-47-5066	226.36	.00	226.36
01-47-6104	473.86	.00	473.86
01-47-6110	220.10	.00	220.10
01-47-6111	739.02	.00	739.02
01-47-6126	78.23	.00	78.23
01-47-6610	2,915.55	.00	2,915.55
01-47-6801	3,570.82	3.49-	3,567.33
01-47-6805	1,568.00	.00	1,568.00
01-47-6823	885.00	.00	885.00
01-47-7010	519.06	.00	519.06
01-47-7020	471.77	.00	471.77
01-47-7101	403.72	.00	403.72
01-48-5066	46.38	.00	46.38
01-48-6102	1,000.00	.00	1,000.00
01-49-5061	251.86	.00	251.86
01-49-5066	64.03	.00	64.03
01-49-6110	651.04	.00	651.04
01-49-6121	135.00	.00	135.00
01-49-6402	1,132.22	.00	1,132.22
01-49-6610	2,608.49	.00	2,608.49
01-49-7026	1,470.00	.00	1,470.00
01-49-7550	809.10	.00	809.10
01-49-7999	30.82	.00	30.82
04-02-2000	.00	33,445.30-	33,445.30-
04-02-2310	9,576.72	.00	9,576.72
04-44-5063	969.19	.00	969.19
04-44-5066	282.38	.00	282.38
04-44-6104	1,710.62	.00	1,710.62
04-44-6110	67.82	.00	67.82
04-44-6111	4,834.08	.00	4,834.08
04-44-6405	9,103.66	.00	9,103.66
04-44-6610	350.00	.00	350.00
04-44-6805	4,569.64	.00	4,569.64
04-44-7051	564.86	.00	564.86
04-44-7101	1,416.33	.00	1,416.33
06-02-2000	.00	6,292.49-	6,292.49-
06-02-2310	2,787.22	.00	2,787.22
06-40-5066	139.71	.00	139.71
06-40-6109	407.75	.00	407.75
06-40-6110	40.01	.00	40.01

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GL Account	Debit	Credit	Proof
06-47-6111	189.20	.00	189.20
06-47-6120	408.39	.00	408.39
06-47-6601	1,619.00	.00	1,619.00
06-47-7101	263.41	.00	263.41
06-47-7401	141.40	.00	141.40
06-47-8527	296.40	.00	296.40
09-02-2000	.00	15,415.00-	15,415.00-
09-42-8516	15,415.00	.00	15,415.00
14-02-2000	.00	7,748.75-	7,748.75-
14-44-8503	6,935.00	.00	6,935.00
14-44-8536	813.75	.00	813.75
18-02-2000	1,020.48	20,409.60-	19,389.12-
18-02-2005	.00	1,020.48-	1,020.48-
18-45-8504	20,409.60	.00	20,409.60
19-02-2000	.00	950.00-	950.00-
19-44-8546	950.00	.00	950.00
20-02-2000	.00	2,787.80-	2,787.80-
20-02-2310	2,277.18	.00	2,277.18
20-40-5066	102.87	.00	102.87
20-40-6109	407.75	.00	407.75
99-01-1075	195.27	.00	195.27
99-02-2000	.00	195.27-	195.27-
Grand Totals:	1,605,592.04	1,605,592.04-	.00

Report Criteria:

Report type: GL detail



Agenda Item Summary

Agenda Date: 3/9/2026

Subject: Resolution No. 19-R-2026 - A Resolution of the Town of Mead, Colorado, Authorizing the Town Manager to Engage Bond Counsel and Further Authorizing the Town Manager to Engage Other Special Counsel or Consultants as Necessary to Proceed with Finalizing the Town's Proposed Financing of the Mead Police Facility

Presented by: Marcus McAskin, Town Attorney

Summary:

This agenda item is related to the anticipated discussion at the March 9, 2026 Mead Urban Renewal Authority ("MURA") meeting regarding funding for the new Mead Police Department Facility ("MPD Facility"). More specifically, the discussion at the MURA meeting is currently anticipated to include: (1) an overview of the project; (2) a presentation by Infusion Architects, LLC (the architect of record for the project); and (3) the proposed financing structure for the MPD Facility, including but not limited to an intergovernmental agreement between the Town of Mead and MURA, certificates of participation (Series 2026), and related documents (collectively the "Financing Documents").

With respect to the certificates of participation (Series 2026), two of the scenarios run by Piper Sandler projects approximately \$14M in the MPD Facility project fund (net of costs of issuance) ("Scenario One") and approximately \$16M in the MPD Facility project fund (net of costs of issuance) ("Scenario Two"), and further based on the projections and assumptions contained in each model. Copies of both Scenario One and Scenario Two are attached to this Agenda Item Summary for review and reference by the Board of Trustees.

Resolution 19-R-2026 (the "Resolution") authorizes the Town Manager to: (a) engage bond counsel in connection with the proposed financing of the MPD Facility; (b) negotiate engagement letters or service agreements with disclosure counsel and other consultants as necessary to finalize the Financing Documents; and (c) execute engagement letters or service agreements with bond counsel, disclosure counsel and other third-party consultants as necessary, following review and approval of all such engagement letters or service agreements by the Town Attorney.

Section 4 of the Resolution contains the following language:

"... nothing in this Resolution shall be construed as evidencing the Board's approval of any of the Financing Documents. All Financing Documents associated with the proposed financing of the MPD Facility shall remain subject to future review and approval by the Board of Trustees."

The main purpose of the Resolution is to memorialize the Board's desire to move forward with the funding and construction of the MPD Facility as soon as practicable, while reserving the Board's authority to review and approve the Financing Documents at a future date.

Financial Considerations:

As further set forth in Section 4 of the Resolution, the total not to exceed (NTE) financial obligation of the Town associated with the engagement of bond counsel and other third-party consultants as necessary to finalize the Financing Documents is restricted to a total of four hundred thousand dollars (\$400,000.00), being roughly equal to the current estimated costs of issuance (COI) associated with the certificates of participation, Series 2026, as set forth in both Scenario One and Scenario Twoⁱ.

[1] Costs of issuance (COI) currently projected at between \$348,000 and \$362,000 (reference Piper Sandler Scenario One and Scenario Two, both of which are attached to this *Agenda Item Summary* and are incorporated by reference).

Staff Recommendation / Actions Required:

A motion to approve the March 9, 2026, consent agenda will approve the Resolution. If this item is pulled off the consent for further discussion or questions, Staff recommends the following motion:

Suggested Motion:

“I move to adopt Resolution No. 19-R-2026, A Resolution of the Town of Mead, Colorado, Authorizing the Town Manager to Engage Bond Counsel and further Authorizing the Town Manager to Engage other Special Counsel or Consultants as Necessary to Proceed with Finalizing the Town’s Proposed Financing of the Mead Police Facility.”

Attachments:

1. Resolution No. 19-R-2026
2. Town COP Scenario One [Piper Sandler]
3. Town COP Scenario Two [Piper Sandler]

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 19-R-2026**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, AUTHORIZING THE
TOWN MANAGER TO ENGAGE BOND COUNSEL AND FURTHER
AUTHORIZING THE TOWN MANAGER TO ENGAGE OTHER SPECIAL
COUNSEL OR CONSULTANTS AS NECESSARY TO PROCEED WITH
FINALIZING THE TOWN'S PROPOSED FINANCING OF THE MEAD POLICE
FACILITY**

WHEREAS, the Town of Mead is authorized under C.R.S. § 31-15-101 to enter into contracts for any lawful municipal purpose; and

WHEREAS, the Town is currently under contract with an architectural firm for services related to the completion of a facility design plan for a new police station for the Mead Police Department (the "MPD Facility"), platting and site plan work associated with the MPD Facility, and related construction and bid documentation; and

WHEREAS, the Board of Trustees desires to move forward with the funding and construction of the MPD Facility as soon as practicable, conditioned on finalizing all documents associated with the proposing financing of the MPD Facility, including but not limited to proposed lease-purchase agreements, an intergovernmental agreement with the Mead Urban Renewal Authority ("MURA"), and related certificates of participation, Series 2026 (collectively, the "Financing Documents"); and

WHEREAS, the Town Attorney has advised the Board of Trustees that finalizing the Financing Documents and closing on the financing for the MPD Facility will require the engagement of bond counsel, disclosure counsel, and other consultants as deemed necessary; and

WHEREAS, the Board of Trustees has previously reserved the right to engage special legal counsel on any matter deemed appropriate by the Town, following consultation with the Town Attorney; and

WHEREAS, the Town Manager and Town Attorney have jointly recommended to the Board of Trustees that a law firm specializing in public finance be engaged as the Town's bond counsel in connection with the proposed financing of the MPD Facility ("Bond Counsel"); and

WHEREAS, the Board of Trustees also finds and determines that it is necessary and appropriate to delegate all necessary authority to the Town Manager to execute engagement letters or service agreements with Bond Counsel and with disclosure counsel and other consultants as necessary to finalize the Financing Documents; and

WHEREAS, Sec. 2-3-120(e)(16) of the *Mead Municipal Code* authorizes the Town Manager to "perform such other duties as may be required of, or assigned by the Board of Trustees, consistent with federal and state laws and Town ordinances"; and

WHEREAS, the Board of Trustees desires to delegate all necessary authority to the Town Manager to execute an engagement letter with Bond Counsel, subject to the limitations on said delegation of authority set forth in Section 4 of this Resolution below; and

WHEREAS, the Board of Trustees further desires to delegate all necessary authority to the Town Manager to execute engagement letters or service agreements with disclosure counsel and other consultants, as deemed necessary, also subject to the limitations on said delegation of authority set forth in Section 4 of this Resolution below.

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 Board of Trustees hereby: (a) approves the engagement of Bond Counsel in connection with the proposed financing of the MPD Facility; and (b) authorizes the Town Manager to execute the engagement letter with Bond Counsel following review and approval of the same by the Town Attorney.

Section 3. The Board of Trustees also delegates all necessary authority to the Town Manager to: (a) negotiate engagement letters or service agreements with disclosure counsel and other consultants as necessary to finalize the Financing Documents; and (b) execute said engagement letters or service agreements following review and approval of all such letters or agreements by the Town Attorney.

Section 4. Limitations on Delegation of Authority. The total not to exceed (NTE) financial obligations of the Town associated with the engagement of Bond Counsel, disclosure counsel and other consultants as deemed necessary with the Financing Documents associated with the MPD Facility, as specifically authorized by Section 2 and Section 3 of this Resolution above, shall not exceed the total of four hundred thousand dollars (\$400,000.00), being roughly equal to the current estimated costs of issuance associated with the certificates of participation, Series 2026. The Board of Trustees may increase this NTE figure by a motion or resolution duly adopted at any future regular or special meeting of the Board. In addition, nothing in this Resolution shall be construed as evidencing the Board's approval of any of the Financing Documents. All Financing Documents associated with the proposed financing of the MPD Facility shall remain subject to future review and approval by the Board of Trustees.

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

Section 6. Repealer. All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 7. 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 9TH DAY OF MARCH, 2026.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

**Mead Urban Renewal Authority
Certificates of Participation, Series 2026
Town COP Scenario - \$14 Million Project Fund**

~~~

**Sources & Uses; Assumptions**

**Timing Assumptions**

|                 |           |
|-----------------|-----------|
| Closing Date    | 6/1/2026  |
| First Call Date | 12/1/2036 |
| First Maturity  | 12/1/2026 |
| Final Maturity  | 12/1/2041 |

**Sources of Funds**

|            |              |
|------------|--------------|
| Par Amount | \$12,905,000 |
| Premium    | \$1,443,416  |
| Total      | \$14,348,416 |

**Uses of Funds**

|                   |              |
|-------------------|--------------|
| Project Fund      | \$14,000,000 |
| Reserve Fund      | -            |
| Costs of Issuance | \$348,416    |
| Total             | \$14,348,416 |

**Debt Features**

|                              |            |
|------------------------------|------------|
| Tax Status                   | Tax-Exempt |
| Interest Payment Type        | Current    |
| Interest Frequency           | Semiannual |
| Rating                       | A+ or AA-  |
| True Interest Rate           | 3.61%      |
| Debt Service Coverage Target | >1.50x     |

**TIF Assumption**

|                           |       |
|---------------------------|-------|
| Annual Net Revenue Growth | 3.00% |
|---------------------------|-------|

**Mead Urban Renewal Authority  
Certificates of Participation, Series 2026  
Town COP Scenario - \$14 Million Project Fund**

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Cash Flow & Debt Service Coverage Projection

Source of Figures	Year	Tax Increment Revenue	% Growth	Revenue Sharing Remittance	% Growth	Revenues Available for D/S	Principal	Interest	Debt Service	Debt Service Coverage	Revenue Leftover After D/S
Audits	2022	\$2,416,249		\$1,350,856		\$1,065,393					
	2023	\$3,032,291	25.5%	\$1,707,258	26.4%	\$1,325,033					
	2024	\$3,835,743	26.5%	\$2,284,837 *	33.8%	\$1,550,906					
Budget	2025	\$3,885,512	1.3%	\$2,154,509	-5.7%	\$1,731,003					
	2026	\$4,651,293	3.0%	\$2,251,653	3.0%	\$2,399,640	\$285,000	\$322,625	\$607,625	3.95x	\$1,792,015
Projection	2027	\$4,790,832	3.0%	\$2,319,203	3.0%	\$2,471,629	\$585,000	\$631,000	\$1,216,000	2.03x	\$1,255,629
	2028	\$4,934,557	3.0%	\$2,388,779	3.0%	\$2,545,778	\$615,000	\$601,750	\$1,216,750	2.09x	\$1,329,028
	2029	\$5,082,593	3.0%	\$2,460,442	3.0%	\$2,622,151	\$645,000	\$571,000	\$1,216,000	2.16x	\$1,406,151
	2030	\$5,235,071	3.0%	\$2,534,255	3.0%	\$2,700,816	\$675,000	\$538,750	\$1,213,750	2.23x	\$1,487,066
	2031	\$5,392,123	3.0%	\$2,610,283	3.0%	\$2,781,840	\$710,000	\$505,000	\$1,215,000	2.29x	\$1,566,840
	2032	\$5,553,887	3.0%	\$2,688,591	3.0%	\$2,865,296	\$745,000	\$469,500	\$1,214,500	2.36x	\$1,650,796
	2033	\$5,720,504	3.0%	\$2,769,249	3.0%	\$2,951,255	\$785,000	\$432,250	\$1,217,250	2.42x	\$1,734,005
	2034	\$5,892,119	3.0%	\$2,852,327	3.0%	\$3,039,792	\$825,000	\$393,000	\$1,218,000	2.50x	\$1,821,792
	2035	\$6,068,882	3.0%	\$2,937,896	3.0%	\$3,130,986	\$865,000	\$351,750	\$1,216,750	2.57x	\$1,914,236
	2036	\$6,250,949	3.0%	\$3,026,033	3.0%	\$3,224,916	\$905,000	\$308,500	\$1,213,500	2.66x	\$2,011,416
	2037	\$6,438,477	3.0%	\$3,116,814	3.0%	\$3,321,663	\$955,000	\$263,250	\$1,218,250	2.73x	\$2,103,413
	2038	\$6,631,632	3.0%	\$3,210,319	3.0%	\$3,421,313	\$1,000,000	\$215,500	\$1,215,500	2.81x	\$2,205,813
	2039	\$6,830,581	3.0%	\$3,306,628	3.0%	\$3,523,952	\$1,050,000	\$165,500	\$1,215,500	2.90x	\$2,308,452
	2040	\$7,035,498	3.0%	\$3,405,827	3.0%	\$3,629,671	\$1,100,000	\$113,000	\$1,213,000	2.99x	\$2,416,671
	2041	\$7,246,563	3.0%	\$3,508,002	3.0%	\$3,738,561	\$1,160,000	\$58,000	\$1,218,000	3.07x	\$2,520,561

* 2024 projected revenue sharing sourced from 2025 budget

D/S: Debt Service

Disclaimer:

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The information contained herein may include hypothetical interest rates or interest rate savings for a potential refunding. Interest rates used herein take into consideration conditions in today’s market and other factual information such as credit rating, geographic location and market sector. Interest rates described herein should not be viewed as rates that Piper Sandler expects to achieve for you should we be selected to act as your underwriter or placement agent. Information about interest rates and terms for SLGs is based on current publicly available information and treasury or agency rates for open-market escrows are based on current market interest rates for these types of credits and should not be seen as costs or rates that Piper Sandler could achieve for you should we be selected to act as your underwriter or placement agent. More particularized information and analysis may be provided after you have engaged Piper Sandler as an underwriter or placement agent or under certain other exceptions as describe in the Section 15B of the Exchange Act.

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**Mead Urban Renewal Authority
Certificates of Participation, Series 2026
Town COP Scenario - \$16 Million Project Fund**

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**Sources & Uses; Assumptions**

**Timing Assumptions**

|                 |           |
|-----------------|-----------|
| Closing Date    | 6/1/2026  |
| First Call Date | 12/1/2036 |
| First Maturity  | 12/1/2026 |
| Final Maturity  | 12/1/2041 |

**Sources of Funds**

|            |              |
|------------|--------------|
| Par Amount | \$14,715,000 |
| Premium    | \$1,646,146  |
| Total      | \$16,361,146 |

**Uses of Funds**

|                   |              |
|-------------------|--------------|
| Project Fund      | \$16,000,000 |
| Reserve Fund      | -            |
| Costs of Issuance | \$361,146    |
| Total             | \$16,361,146 |

**Debt Features**

|                              |            |
|------------------------------|------------|
| Tax Status                   | Tax-Exempt |
| Interest Payment Type        | Current    |
| Interest Frequency           | Semiannual |
| Rating                       | A+ or AA-  |
| True Interest Rate           | 3.61%      |
| Debt Service Coverage Target | >1.50x     |

**TIF Assumption**

|                           |       |
|---------------------------|-------|
| Annual Net Revenue Growth | 3.00% |
|---------------------------|-------|

**Mead Urban Renewal Authority  
Certificates of Participation, Series 2026  
Town COP Scenario - \$16 Million Project Fund**

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Cash Flow & Debt Service Coverage Projection

Source of Figures	Year	Tax Increment Revenue	% Growth	Revenue Sharing Remittance	% Growth	Revenues Available for D/S	Principal	Interest	Debt Service	Debt Service Coverage	Revenue Leftover After D/S
Audits	2022	\$2,416,249		\$1,350,856		\$1,065,393					
	2023	\$3,032,291	25.5%	\$1,707,258	26.4%	\$1,325,033					
	2024	\$3,835,743	26.5%	\$2,284,837 *	33.8%	\$1,550,906					
Budget	2025	\$3,885,512	1.3%	\$2,154,509	-5.7%	\$1,731,003					
	2026	\$4,651,293	3.0%	\$2,251,653	3.0%	\$2,399,640	\$325,000	\$367,875	\$692,875	3.46x	\$1,706,765
Projection	2027	\$4,790,832	3.0%	\$2,319,203	3.0%	\$2,471,629	\$665,000	\$719,500	\$1,384,500	1.79x	\$1,087,129
	2028	\$4,934,557	3.0%	\$2,388,779	3.0%	\$2,545,778	\$700,000	\$686,250	\$1,386,250	1.84x	\$1,159,528
	2029	\$5,082,593	3.0%	\$2,460,442	3.0%	\$2,622,151	\$735,000	\$651,250	\$1,386,250	1.89x	\$1,235,901
	2030	\$5,235,071	3.0%	\$2,534,255	3.0%	\$2,700,816	\$770,000	\$614,500	\$1,384,500	1.95x	\$1,316,316
	2031	\$5,392,123	3.0%	\$2,610,283	3.0%	\$2,781,840	\$810,000	\$576,000	\$1,386,000	2.01x	\$1,395,840
	2032	\$5,553,887	3.0%	\$2,688,591	3.0%	\$2,865,296	\$850,000	\$535,500	\$1,385,500	2.07x	\$1,479,796
	2033	\$5,720,504	3.0%	\$2,769,249	3.0%	\$2,951,255	\$895,000	\$493,000	\$1,388,000	2.13x	\$1,563,255
	2034	\$5,892,119	3.0%	\$2,852,327	3.0%	\$3,039,792	\$940,000	\$448,250	\$1,388,250	2.19x	\$1,651,542
	2035	\$6,068,882	3.0%	\$2,937,896	3.0%	\$3,130,986	\$985,000	\$401,250	\$1,386,250	2.26x	\$1,744,736
	2036	\$6,250,949	3.0%	\$3,026,033	3.0%	\$3,224,916	\$1,035,000	\$352,000	\$1,387,000	2.33x	\$1,837,916
	2037	\$6,438,477	3.0%	\$3,116,814	3.0%	\$3,321,663	\$1,085,000	\$300,250	\$1,385,250	2.40x	\$1,936,413
	2038	\$6,631,632	3.0%	\$3,210,319	3.0%	\$3,421,313	\$1,140,000	\$246,000	\$1,386,000	2.47x	\$2,035,313
	2039	\$6,830,581	3.0%	\$3,306,628	3.0%	\$3,523,952	\$1,200,000	\$189,000	\$1,389,000	2.54x	\$2,134,952
	2040	\$7,035,498	3.0%	\$3,405,827	3.0%	\$3,629,671	\$1,260,000	\$129,000	\$1,389,000	2.61x	\$2,240,671
	2041	\$7,246,563	3.0%	\$3,508,002	3.0%	\$3,738,561	\$1,320,000	\$66,000	\$1,386,000	2.70x	\$2,352,561

* 2024 projected revenue sharing sourced from 2025 budget

D/S: Debt Service

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Agenda Item Summary

Agenda Date: 3/9/2026

Subject: Resolution No. 20-R-2026 - A Resolution of the Town of Mead, Colorado, Granting a Petition to Abandon a Sewer Tap Located at 201 Welker Avenue, Mead, Colorado

Presented by: Dave Mathews, Deputy Town Engineer

Summary:

Section 13-1-110 of the Mead Municipal Code permits property owners to petition the Town Board of Trustees to abandon existing sewer taps. Staff is requesting the abandonment of the sewer tap on Town-owned property located at 201 Welker Avenue (the “Subject Property”) to eliminate the ongoing monthly sewer charges for the existing tap at the Subject Property. The Subject Property was acquired by the Town as part of the 3rd and Welker intersection project and was home to the Police Department until its demolition with the intersection project. The Subject Property will now function as a pocket park and is not conducive to any use that would require future sewer service due to its small size.

Section 13-1-110 requires the Town Board to take action on an abandonment petition within thirty (30) days of receipt. This agenda item summary and Staff request shall constitute the petition. Staff recommends approval of the petition with an effective date of abandonment of March 9, 2026, which coincides with the effective date of the Resolution.

Financial Considerations:

There are no financial impacts associated with this request. The Town will stop issuing the monthly sewer bill for the Subject Property.

Staff Recommendation / Actions Required:

Staff recommends approval of the Resolution. A motion to approve the March 9, 2026 consent agenda will approve the Resolution. If this item is pulled from the consent agenda for further discussion or questions, Staff recommends the following motion:

Suggested Motion:

“I move to approve Resolution 20-R-2026, a Resolution of the Town of Mead, Colorado, Granting a Petition to Abandon a Sewer Tap Located at 201 Welker Avenue, Mead, Colorado.”

Attachments:

1. Resolution No. 20-R-2026

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 20-R-2026**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, GRANTING A PETITION
TO ABANDON A SEWER TAP LOCATED AT 201 WELKER AVENUE, MEAD,
COLORADO**

WHEREAS, property owners may petition the Town of Mead ("Town") to abandon an existing sewer tap pursuant to Section 13-1-110 of the Mead Municipal Code; and

WHEREAS, the Board of Trustees must take action on such petition within thirty (30) days of receipt of the petition; and

WHEREAS, the Town is the current record owner of 201 Welker Avenue, Mead, Colorado, legally described as:

Lots 21 and 23, Block 3, Town of Mead, County of Weld, State of Colorado

(the "Subject Property"); and

WHEREAS, Town Staff has petitioned the Board to abandon the sewer tap at the Subject Property; and

WHEREAS, the Board of Trustees desires to grant the petition effective March 9, 2026.

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

Section 1. Grant of Petition. The Board of Trustees hereby grants the petition to abandon the existing sewer tap at the Subject Property. The abandonment shall be effective as of March 9, 2026.

Section 2. Effect. The petition granted pursuant to this resolution shall be irrevocable and no plant investment fees shall be refunded to the owner. The abandoned tap shall be taken out of service, no wastewater shall be discharged to it, and no minimum user fee charges shall be made against the owner of the Subject Property.

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 9TH DAY OF MARCH, 2026.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor



Agenda Item Summary

Agenda Date: 3/9/2026

Subject: Resolution No 21-R-2026 - A Resolution of the Town of Mead, Colorado, Approving the Lease of Two Fleet Vehicles and a Patrol Vehicle with Enterprise Fleet Management, and the Purchase of a School Resource Officer Vehicle

Presented by: Erika Rasmussen, Town Engineer / Public Works Director

Summary:

Staff is requesting to lease two (2) fleet vehicles (Public Works) and one (1) patrol vehicle (Police Department) from Enterprise Fleet Management (“EFM”) pursuant to the terms of that certain Master Equity Lease Agreement dated January 14, 2021, by and between the Town and EFM (the “Lease Agreement”). In addition to the lease vehicles, staff is requesting the approval of the direct purchase of one (1) School Resource Officer (SRO) vehicle with monies provided by Saint Vrain Valley School District (SVVSD).

One Public Works vehicle will be utilized for the new Parks Crew Chief position. The other Public Works vehicle is a replacement of an existing leased vehicle utilized by a development inspector for daily field inspections. This is the first leased vehicle to be turned back to Enterprise at the end of the lease term. The equity in leased vehicles at the end of the term is applied toward future vehicles in the fleet management program (or the vehicles may be purchased if desired), reducing ongoing operating costs. In this case, the equity reduces the lease rate for the replacement vehicle by roughly half.

The Police Department vehicle will be utilized for conducting Town law enforcement activities. The School Resource Officer vehicle will be purchased directly from John Elway Chevrolet utilizing the Colorado state bid cooperative purchasing agreement with monies provided by SVVSD. These vehicles will require outfitting with upgrades for patrol use, including the installation of lights, siren, cage, police radio, decals, and other standard police equipment (the “Upgrades”).

All fleet management of the leased vehicles is managed by EFM, including acquisition, outfitting, routine maintenance, and trade-in. The leased vehicles are acquired through Sourcwell, a cooperative public purchasing organization that holds competitively solicited cooperative contracts ready for use by government, education, and nonprofit organizations. Cooperative purchasing allows the Town to utilize competitive solicitations that meet or exceed local requirements and obtain the best pricing due to volume discounts.

The leasing program provides a predictable replacement schedule which more evenly distributes the expenses over time. There are no mileage penalties/fees/restrictions if the estimated lease mileage is exceeded.

Financial Considerations:

The lease vehicles will be on a 48-month term, monthly payments will not be due until the vehicle is delivered to the Town in 2026.

The total cost of the SRO vehicle after outfitting is \$89,063.00 (\$56,340.00 Sourcewell, \$32,723.00 outfitting), reimbursed with monies provided by (SVVSD) using the Police – Other Capital Outlay Fund.

The total cost of the Patrol vehicle with partial outfitting is \$72,761.50 and is the basis of the lease payment. The remaining outfitting cost of \$16,361.50 will be paid directly to Enterprise using the Police Vehicle Lease Expense Fund.

The following vehicles were approved in the 2026 budget with the exception of the Parks vehicle, which was not specifically added back into the budget, but was contemplated. There are funds available in the Parks Impact budget.

Police Vehicle Lease Expenses-	01-42-6851
Police Other Capital Outlay-	01-42-8599
Engineering Vehicle Lease Expenses-	01-47-6851
Parks Impact Fund Contingency-	18-45-6851

DEPARTMENT	VEHICLE	MONTHLY LEASE PAYMENT	PURCHASE PRICE	TERM(Month
Inspectors Vehicle (w/equity from trade-in vehicle)	2026 Chevrolet Silverado 1500	\$482.05	\$23,087.50	48
Parks Crew Chief Vehicle	2026 Chevrolet Silverado 1500	\$931.78	\$47,087.50	48
Police Department – Patrol Vehicle	2026 Chevrolet Tahoe	\$1,866.31	\$89,063	48
Police Department – SRO Vehicle (reimbursed from SVVSD)	2026 Chevrolet Tahoe -		\$89,063	-

Staff Recommendation / Actions Required:

A motion to approve the March 9, 2026, consent agenda will approve the Resolution. If this item is pulled off the consent for further discussion or questions, Staff recommends the following motion:

Suggested Motion:

“I move to approve Resolution No. 21-R-2026,
A Resolution of the Town of Mead, Colorado, Approving the Lease of Two Fleet Vehicles and a Patrol Vehicle with Enterprise Fleet Management, and the Purchase of a School Resource Officer Vehicle.”

Attachments:

1. Resolution No. 21-R-2026
2. Mead Chevy 1500 wEquity from Ranger
3. Mead Chevy 1500 Order
4. Enterprise Mead Tahoe Lease 022326
5. Police Vehicles Official Quote 092625
6. Mead PD 2026 Tahoe Patrol Estimate

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 21-R-2026**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING
THE LEASE OF TWO FLEET VEHICLES AND A PATROL VEHICLE WITH
ENTERPRISE FLEET MANAGEMENT, AND THE PURCHASE OF A SCHOOL
RESOURCE OFFICER VEHICLE**

WHEREAS, the Town of Mead ("Town") has the authority to enter into contracts for any lawful municipal purpose pursuant to § 31-15-101, C.R.S., and is authorized to lease and hold personal property pursuant to § 31-15-101(1)(d); and

WHEREAS, the Town intends to lease two fleet vehicles and one patrol vehicle, and purchase one School Resource Officer (SRO) vehicle as generally described in **Exhibit A** attached hereto (the "Vehicles") for use by the Public Works and Police Departments; and

WHEREAS, the Town has previously entered into that certain Master Equity Lease Agreement dated January 14, 2021 ("Lease Agreement") with Enterprise FM Trust, a Delaware statutory trust ("Enterprise"); and

WHEREAS, the Board of Trustees desires to lease the fleet and patrol vehicles utilizing the terms of the Lease Agreement; and

WHEREAS, the Town has received pricing from John Elway Chevrolet for the SRO vehicle for the not to exceed amount of **Fifty Six Thousand Three Hundred and Forty Dollars (\$56,340.00)**; and

WHEREAS, the Town intends to purchase the SRO Vehicle with monies provided by the Saint Vrain Valley School District; and

WHEREAS, the patrol vehicle and the SRO vehicle will require outfitting with upgrades for patrol use, including the installation of lights, siren, cage, police radio, decals, and other standard police equipment (the "Upgrades"); and

WHEREAS, the Board of Trustees desires to authorize the Town Manager and the Chief of Police to execute any necessary documentation to upfit the patrol vehicle and the SRO vehicle with the Upgrades; and

WHEREAS, the Board of Trustees finds it in the best interests of the Town to acquire the Vehicles by lease and purchase; and

WHEREAS, the Board of Trustees desires to delegate all necessary authority to the Town Manager to complete the acquisition of the Vehicles.

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

Section 1. Determination of Need. The Board of Trustees of the Town has determined that a true and real need exists for the acquisition of the Vehicles described in **Exhibit A**.

Section 2. Approval and Authorization. The Board of Trustees of the Town of Mead hereby authorizes the persons identified in this Section 2 below to: (a) execute the Schedule(s) (as that term is utilized in the Lease Agreement) and other documents as necessary to secure the acquisition of the leased Vehicles pursuant to and in accordance with the terms of the Lease Agreement; (b) purchase of the SRO Vehicle for the not-to-exceed amount of **Fifty Six Thousand Three Hundred and Forty Dollars (\$56,340.00)** and take any and all steps necessary to purchase the Vehicle, including but not limited to, signing the proposal presented by John Elway Chevrolet and completing any other documents to finalize the acquisition of the SRO vehicle.

Authorized individuals:

Mayor Colleen Whitlow
Town Manager Helen Migchelbrink
Town Clerk/Town Treasurer Mary Strutt

Section 4. Authorization for Vehicle Upgrades. The Board of Trustees hereby delegates all necessary authority to the Town Manager and the Chief of Police to execute any necessary documentation to upfit the Patrol Vehicle and SRO Vehicle with the Upgrades, provided that the necessary funds are available in the approved 2026 Town budget.

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

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

Section 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 9TH DAY OF MARCH, 2026.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

Prepared For: Town of Mead Strutt, Mary				Date 02/19/2026 AE/AM JB0/JB0	
Unit #					
Year	2026	Make	Chevrolet	Model	Silverado 1500
Series	Work Truck 4x4 Crew Cab 5.75 ft. box 147.4 in. WB				
Vehicle Order Type	Ordered	Term	48	State	CO Customer# 608136
\$ 46,787.50		Capitalized Price of Vehicle ¹		All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote. Order Information Driver Name Exterior Color (0 P) Summit White Interior Color Jet Black w/Cloth Seat Trim Lic. Plate Type Unknown GVWR 0	
\$0.00	*	Sales Tax 0.0000% State CO			
\$ 1,135.44	*	Initial License Fee			
\$ 0.00	Registration Fee				
\$ 300.00	Other: (See Page 2)				
\$ 0.00	*	Capitalized Price Reduction			
\$ 24,000.00	Gain Applied From Prior Unit				
\$ 0.00	*	Security Deposit			
\$0.00	Taxes				
\$ 23,087.50		Total Capitalized Amount (Delivered Price)			
\$ 346.31		Depreciation Reserve @ 1.5000%			
\$ 135.74		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²			
\$ 482.05		Total Monthly Rental Excluding Additional Services			
Additional Fleet Management					
Master Policy Enrollment Fees					
\$ 0.00		Commercial Automobile Liability Enrollment			
Liability Limit \$0.00					
\$ 0.00		Physical Damage Management		Comp/Coll Deductible	0 / 0
\$ 0.00		Full Maintenance Program ³ Contract Miles 0		OverMileage Charge	\$ 0.0500 Per Mile
		Incl: # Brake Sets (1 set = 1 Axle) 0		# Tires 0	Loaner Vehicle Not Included
\$ 0.00		Additional Services SubTotal			
\$ 0.00		Tax 0.0000%		State CO	
\$ 482.05		Total Monthly Rental Including Additional Services			
\$ 6,464.62		Reduced Book Value at 48 Months			
\$ 400.00		Service Charge Due at Lease Termination			

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Exterior Color (0 P) Summit White

Interior Color Jet Black w/Cloth Seat Trim

Lic. Plate Type Unknown

GVWR 0

Quote based on estimated annual mileage of 10,000
 (Current market and vehicle conditions may also affect value of vehicle)
 (Quote is Subject to Customer's Credit Approval)
 Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
 Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE Town of Mead		
BY	TITLE	DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	\$ 60.00
Courtesy Delivery Fee	C	\$ 300.00
Total Other Charges Billed		\$ 60.00
Total Other Charges Capitalized		\$ 300.00
Other Charges Total		\$ 360.00

VEHICLE INFORMATION:

2026 Chevrolet Silverado 1500 Work Truck 4x4 Crew Cab 5.75 ft. box 147.4 in. WB - US

Series ID: CK10543

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$44,206	\$46,000.00
Total Options	\$4,686.50	\$5,150.00
Destination Charge	\$2,795.00	\$2,795.00
Total Price	\$51,687.50	\$53,945.00

SELECTED COLOR:

Exterior:

GAZ-(0 P) Summit White

Interior:

H0U-Jet Black w/Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1WT	Preferred Equipment Group 1WT	NC	NC
A2S	4-Way Manual Driver Seat Adjuster	Included	Included
A2X	10-Way Power Driver Seat w/Lumbar (Fleet)	\$263.90	\$290.00
A68	Rear 60/40 Folding Bench Seat (Folds Up)	Included	Included
AED	Power Front Windows w/Passenger Express Down	Included	Included
AEQ	Power Rear Windows w/Express Down	Included	Included
AKO	Deep-Tinted Glass	Included	Included
AKP	Solar Absorbing Tinted Glass	Included	Included
AQQ	Remote Keyless Entry	Included	Included
AXG	Power Front Windows w/Driver Express Up/Down	Included	Included
AZ3	40/20/40 Front Split-Bench Seat	Included	Included
BG9	Rubberized-Vinyl Floor Covering	Included	Included
BLUE	Bluetooth For Phone	Included	Included
C49	Electric Rear-Window Defogger	Included	Included
C5Y	GVWR: 7,100 lbs (3,221 Kg)	Included	Included
CGN	Chevytec Spray-on Black Bedliner	\$495.95	\$545.00
CLOTH	Cloth Seat Trim	NC	NC
CTT	Hitch Guidance	Included	Included
D31	Inside Rearview Mirror w/Tilt	Included	Included
DLF	Heated Power-Adjustable Outside Mirrors	Included	Included
DP6	High Gloss Black Mirror Caps	Included	Included
FE9	Federal Emissions Requirements	NC	NC
G80	Auto-Locking Rear Differential	\$359.45	\$395.00
GAZ_01	(0 P) Summit White	NC	NC
GU5	3.23 Rear Axle Ratio	Included	Included
H0U_02	Jet Black w/Cloth Seat Trim	NC	NC
IOR	Radio: Chevrolet Infotainment 3 System	STD	STD
JL1	Integrated Trailer Brake Controller	\$250.25	\$275.00
K34	Electronic Cruise Control	Included	Included
KC4	External Engine Oil Cooler	Included	Included
KC9	120-Volt Bed Mounted Power Outlet	Included	Included
KI4	120-Volt Interior Power Outlet	\$204.75	\$225.00
KNP	Auxiliary External Transmission Oil Cooler	Included	Included

CODE	DESCRIPTION	INVOICE	MSRP
KW7	170 Amp Alternator	Included	Included
L84	Engine: 5.3L EcoTec3 V8	\$1,451.45	\$1,595.00
MHT	Transmission: 10-Speed Automatic (MHT)	Included	Included
N33	Manual Tilt Wheel Steering Column	Included	Included
NP0	Single-Speed Transfer Case	Included	Included
NZZ_	Skid Plates	\$136.50	\$150.00
PAINT	Solid Paint	STD	STD
PCV	WT Convenience Package	Included	Included
PEB	WT Value Package	\$418.60	\$460.00
PED	Chevy Safety Assist	Included	Included
PQA	WT Safety Package	\$855.40	\$940.00
QBN	Tires: 255/70R17 as BW	Included	Included
QBR	255/70R17 as BW Spare Tire	Included	Included
QK1	Standard Tailgate	Included	Included
QT5	EZ Lift Power Lock & Release Tailgate	\$136.50	\$150.00
RD6	Wheels: 17" X 8" Ultra Silver Painted Steel	Included	Included
TDM	Teen Driver	Included	Included
TQ5	IntelliBeam Automatic High Beam On/Off	Included	Included
U12	Perimeter Lighting	Included	Included
U2J	SiriusXM Delete	Included	Included
UBI	Dual Rear USB Ports (Charge Only)	Included	Included
UD5	Ultrasonic Front & Rear Park Assist	Included	Included
UDC	3.5" Monochromatic Display Driver Info Center	Included	Included
UE1	OnStar Services Capable	Included	Included
UE4	Following Distance Indicator	Included	Included
UEU	Forward Collision Alert	Included	Included
UF2	LED Cargo Area Lighting	\$113.75	\$125.00
UFB	Rear Cross Traffic Braking	Included	Included
UHX	Lane Keep Assist w/Lane Departure Warning	Included	Included
UHY	Automatic Emergency Braking	Included	Included
UJN	Tire Pressure Monitoring System	Included	Included
UKC	Lane Change Alert w/Side Blind Zone Alert	Included	Included
UKJ	Front Pedestrian Braking	Included	Included
UKK	Rear Pedestrian Alert	Included	Included
UQF	6-Speaker Audio System	Included	Included
UVB	HD Rear Vision Camera	Included	Included
V46	Front Chrome Bumper	Included	Included
V76	Front Frame-Mounted Black Recovery Hooks	Included	Included
VJH	Rear Chrome Bumper	Included	Included
VK3	Front License Plate Kit	NC	NC
VV4	Wi-Fi Hot Spot Capable	Included	Included
Z82	Trailer Package	Included	Included
Z85	Standard Suspension Package	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
 Rear Cargo Door Type: tailgate
 Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
 Convex Driver Mirror: convex driver and passenger mirror
 Skid Plates: skid plates
 Door Handles: black
 Front And Rear Bumpers: chrome front and rear bumpers with black rub strip
 Rear Step Bumper: rear step bumper
 Front Tow Hooks: 2 front tow hooks
 Front License Plate Bracket: front license plate bracket
 Bed Liner: bed liner
 Box Style: regular
 Body Material: galvanized steel/aluminum body material
 : class IV trailering with harness, hitch, brake controller
 Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
 Console Ducts: console ducts
 Cruise Control: cruise control with steering wheel controls
 Power Windows: power windows with front and rear 1-touch down
 Remote Keyless Entry: yes remote keyless entry
 Illuminated Entry: illuminated entry
 Integrated Key Remote: integrated key/remote
 Auto Locking: auto-locking doors
 Passive Entry: proximity key
 Trunk FOB Controls: keyfob trunk/hatch/door release
 Steering Wheel: steering wheel with manual tilting
 Day-Night Rearview Mirror: day-night rearview mirror
 Emergency SOS: OnStar emergency communication system
 Front Cupholder: front cupholder
 Overhead Console: mini overhead console with storage
 Glove Box: locking glove box
 Driver Door Bin: driver and passenger door bins
 Rear Door Bins: rear door bins
 Seatback Storage Pockets: 2 seatback storage pockets
 Dashboard Storage: dashboard storage
 IP Storage: covered bin instrument-panel storage
 Front Underseat Storage Tray: locking front underseat storage tray
 Driver Footrest: driver's footrest
 Retained Accessory Power: retained accessory power
 Power Accessory Outlet: 1 12V DC power outlet
 AC Power Outlet: 1 interior 120V AC power outlet

Entertainment Features:

radio: with seek-scan
 Radio Data System: radio data system
 Speakers: 6 speakers
 Internet Access: Wi-Fi Hotspot capable internet access
 TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions
 1st Row LCD: 1 1st row LCD monitor
 Wireless Connectivity: wireless phone connectivity
 Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector halogen headlamps
 Auto-Dimming Headlights: IntelliBeam auto high-beam headlights
 Cab Clearance Lights: cargo bed light
 Front Wipers: variable intermittent wipers
 Rear Window Defroster: rear window defroster
 Tinted Windows: deep-tinted windows
 Dome Light: dome light with fade
 Front Reading Lights: front and rear reading lights
 Variable IP Lighting: variable instrument panel lighting
 Display Type: analog appearance
 Tachometer: tachometer
 Voltmeter: voltmeter
 Compass: compass
 Exterior Temp: outside-temperature display
 Low Tire Pressure Warning: tire specific low-tire-pressure warning
 Park Distance Control: UltraSonic front and rear parking sensors
 Trip Computer: trip computer
 Trip Odometer: trip odometer
 Lane Departure Warning: lane departure
 Blind Spot Sensor: blind spot
 Front Pedestrian Braking: front pedestrian detection
 Following Distance Indicator: following distance alert
 Forward Collision Alert: forward collision
 Oil Pressure Gauge: oil pressure gauge
 Water Temp Gauge: water temp. gauge
 Engine Hour Meter: engine hour meter
 Clock: digital clock
 Systems Monitor: driver information centre
 Check Control: redundant digital speedometer
 Rear Vision Camera: rear vision camera
 Oil Pressure Warning: oil-pressure warning
 Water Temp Warning: water-temp. warning
 Battery Warning: battery warning
 Low Oil Level Warning: low-oil-level warning
 Low Coolant Warning: low-coolant warning
 Lights On Warning: lights-on warning
 Key in Ignition Warning: key-in-ignition warning
 Low Fuel Warning: low-fuel warning
 Low Washer Fluid Warning: low-washer-fluid warning
 Door Ajar Warning: door-ajar warning
 Brake Fluid Warning: brake-fluid warning
 Turn Signal On Warning: turn-signal-on warning
 Transmission Fluid Temperature Warning: transmission-fluid-temperature warning
 Brake Pad Wear: brake pad wear

Safety And Security:

ABS: four-wheel ABS brakes
 Number of ABS Channels: 4 ABS channels
 Brake Assistance: brake assist
 Brake Type: DuraLife four-wheel disc brakes
 Vented Disc Brakes: front and rear ventilated disc brakes
 Daytime Running Lights: daytime running lights
 Spare Tire Type: full-size spare tire
 Spare Tire Mount: underbody mounted spare tire w/crankdown
 Driver Front Impact Airbag: driver and passenger front-impact airbags
 Driver Side Airbag: seat-mounted driver and passenger side-impact airbags

Overhead Airbag: curtain 1st and 2nd row overhead airbag
 Occupancy Sensor: front passenger airbag occupancy sensor
 Seatbelt Pretensioners: front seatbelt pre-tensioners
 3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
 Side Impact Bars: side-impact bars
 Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
 Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
 Rear Child Safety Locks: rear child safety locks
 Ignition Disable: immobilizer
 Panic Alarm: panic alarm
 Tracker System: tracker system
 Electronic Stability: StabiliTrak w/Proactive Roll Avoidance electronic stability stability control with anti-rollover
 Traction Control: ABS and driveline traction control
 Front and Rear Headrests: manual adjustable front head restraints
 Rear Headrest Control: 2 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
 Front Bucket Seats: front split-bench 40-20-40 seats
 Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
 Reclining Driver Seat: power reclining driver and manual reclining passenger seats
 Driver Lumbar: power 2-way driver and passenger lumbar support
 Driver Height Adjustment: power height-adjustable driver and passenger seats
 Driver Fore/Aft: power driver and passenger fore/aft adjustment
 Driver Cushion Tilt: power driver and passenger cushion tilt
 Front Centre Armrest Storage: front centre armrest with storage
 Rear Seat Type: rear 60-40 split-bench seat
 Rear Folding Position: rear seat fold-up cushion
 Leather Upholstery: cloth front and rear seat upholstery
 Door Trim Insert: vinyl door panel trim
 Headliner Material: full cloth headliner
 Floor Covering: full vinyl/rubber floor covering
 Cabback Insulator: cabback insulator
 Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert
 Shift Knob Trim: urethane shift knob
 Interior Accents: chrome interior accents

Standard Engine:

Engine 355-hp, 5.3-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and auto-manual

Prepared For: Town of Mead Strutt, Mary				Date 02/17/2026 AE/AM JB0/JB0	
Unit #					
Year 2026		Make Chevrolet		Model Silverado 1500	
Series Work Truck 4x4 Crew Cab 5.75 ft. box 147.4 in. WB					
Vehicle Order Type		Ordered	Term 48	State CO	Customer# 608136
\$ 46,787.50		Capitalized Price of Vehicle ¹			
\$ 0.00		*	Sales Tax <u>0.0000%</u> State <u>CO</u>		
\$ 1,135.44		*	Initial License Fee		
\$ 0.00		Registration Fee			
\$ 300.00		Other: (See Page 2)			
\$ 0.00		*	Capitalized Price Reduction		
\$ 0.00		Gain Applied From Prior Unit			
\$ 0.00		*	Security Deposit		
\$ 0.00		Taxes			
\$ 47,087.50		Total Capitalized Amount (Delivered Price)			
\$ 706.31		Depreciation Reserve @ <u>1.5000%</u>			
\$ 225.47		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²			
\$ 931.78		Total Monthly Rental Excluding Additional Services			
Additional Fleet Management					
Master Policy Enrollment Fees					
\$ 0.00		Commercial Automobile Liability Enrollment			
Liability Limit <u>\$0.00</u>					
\$ 0.00		Physical Damage Management		Comp/Coll Deductible	<u>0 / 0</u>
\$ 0.00		Full Maintenance Program ³ Contract Miles <u>0</u>		OverMileage Charge	<u>\$ 0.0500</u> Per Mile
		Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>		# Tires <u>0</u>	Loaner Vehicle Not Included
\$ 0.00		Additional Services SubTotal			
\$ 0.00		Tax	<u>0.0000%</u>	State <u>CO</u>	
\$ 931.78		Total Monthly Rental Including Additional Services			
\$ 13,184.62		Reduced Book Value at <u>48</u> Months			
\$ 400.00		Service Charge Due at Lease Termination			

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Exterior Color (0 P) Summit White

Interior Color Jet Black w/Cloth Seat Trim

Lic. Plate Type Unknown

GVWR 0

Quote based on estimated annual mileage of 10,000
 (Current market and vehicle conditions may also affect value of vehicle)
 (Quote is Subject to Customer's Credit Approval)
 Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

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LESSEE Town of Mead		
BY	TITLE	DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

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Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	\$ 60.00
Courtesy Delivery Fee	C	\$ 300.00
Total Other Charges Billed		\$ 60.00
Total Other Charges Capitalized		\$ 300.00
Other Charges Total		\$ 360.00

VEHICLE INFORMATION:

2026 Chevrolet Silverado 1500 Work Truck 4x4 Crew Cab 5.75 ft. box 147.4 in. WB - US

Series ID: CK10543

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$44,206	\$46,000.00
Total Options	\$4,686.50	\$5,150.00
Destination Charge	\$2,795.00	\$2,795.00
Total Price	\$51,687.50	\$53,945.00

SELECTED COLOR:

Exterior:GAZ-(0 P) Summit White

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SELECTED OPTIONS:

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A2X	10-Way Power Driver Seat w/Lumbar (Fleet)	\$263.90	\$290.00
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DP6	High Gloss Black Mirror Caps	Included	Included
FE9	Federal Emissions Requirements	NC	NC
G80	Auto-Locking Rear Differential	\$359.45	\$395.00
GAZ_01	(0 P) Summit White	NC	NC
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KI4	120-Volt Interior Power Outlet	\$204.75	\$225.00
KNP	Auxiliary External Transmission Oil Cooler	Included	Included

CODE	DESCRIPTION	INVOICE	MSRP
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L84	Engine: 5.3L EcoTec3 V8	\$1,451.45	\$1,595.00
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NP0	Single-Speed Transfer Case	Included	Included
NZZ_	Skid Plates	\$136.50	\$150.00
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UDC	3.5" Monochromatic Display Driver Info Center	Included	Included
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UFB	Rear Cross Traffic Braking	Included	Included
UHX	Lane Keep Assist w/Lane Departure Warning	Included	Included
UHY	Automatic Emergency Braking	Included	Included
UJN	Tire Pressure Monitoring System	Included	Included
UKC	Lane Change Alert w/Side Blind Zone Alert	Included	Included
UKJ	Front Pedestrian Braking	Included	Included
UKK	Rear Pedestrian Alert	Included	Included
UQF	6-Speaker Audio System	Included	Included
UVB	HD Rear Vision Camera	Included	Included
V46	Front Chrome Bumper	Included	Included
V76	Front Frame-Mounted Black Recovery Hooks	Included	Included
VJH	Rear Chrome Bumper	Included	Included
VK3	Front License Plate Kit	NC	NC
VV4	Wi-Fi Hot Spot Capable	Included	Included
Z82	Trailer Package	Included	Included
Z85	Standard Suspension Package	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Convex Driver Mirror: convex driver and passenger mirror
Skid Plates: skid plates
Door Handles: black
Front And Rear Bumpers: chrome front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Front License Plate Bracket: front license plate bracket
Bed Liner: bed liner
Box Style: regular
Body Material: galvanized steel/aluminum body material
: class IV trailering with harness, hitch, brake controller
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Console Ducts: console ducts
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with front and rear 1-touch down
Remote Keyless Entry: yes remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Trunk FOB Controls: keyfob trunk/hatch/door release
Steering Wheel: steering wheel with manual tilting
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: OnStar emergency communication system
Front Cupholder: front cupholder
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Front Underseat Storage Tray: locking front underseat storage tray
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet
AC Power Outlet: 1 interior 120V AC power outlet

Entertainment Features:

radio: with seek-scan
Radio Data System: radio data system
Speakers: 6 speakers
Internet Access: Wi-Fi Hotspot capable internet access
TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions
1st Row LCD: 1 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector halogen headlamps
Auto-Dimming Headlights: IntelliBeam auto high-beam headlights
Cab Clearance Lights: cargo bed light

Front Wipers: variable intermittent wipers
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: UltraSonic front and rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Following Distance Indicator: following distance alert
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter
Clock: digital clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Oil Level Warning: low-oil-level warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning
Brake Pad Wear: brake pad wear

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: DuraLife four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks

Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: StabiliTrak w/Proactive Roll Avoidance electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 2 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and manual reclining passenger seats
Driver Lumbar: power 2-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: cloth front and rear seat upholstery
Door Trim Insert: vinyl door panel trim
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Cabback Insulator: cabback insulator
Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert
Shift Knob Trim: urethane shift knob
Interior Accents: chrome interior accents

Standard Engine:

Engine 355-hp, 5.3-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and auto-manual

Prepared For: Town of Mead Strutt, Mary				Date 02/23/2026 AE/AM JB0/JB0	
Unit #					
Year 2026		Make Chevrolet		Model Tahoe	
Series Police Vehicle 4dr 4x4					
Vehicle Order Type	In-Stock	Term 48	State CO	Customer# 608136	
\$ 89,063.00		Capitalized Price of Vehicle ¹		All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote. Order Information Driver Name Exterior Color (0 P) Black Interior Color Jet Black w/Cloth Seat Trim Lic. Plate Type Government GVWR 0	
\$0.00		*	Sales Tax <u>0.0000%</u> State <u>CO</u>		
\$ 1,949.14		*	Initial License Fee		
\$ 0.00		Registration Fee			
\$ 60.00		Other: (See Page 2)			
\$ 16,361.50		*	Capitalized Price Reduction		
\$ 0.00		Gain Applied From Prior Unit			
\$ 0.00		*	Security Deposit		
\$0.00		Taxes			
\$ 72,761.50		Total Capitalized Amount (Delivered Price)			
\$ 1,515.84		Depreciation Reserve @ <u>2.0833%</u>			
\$ 350.47		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²			
\$ 1,866.31		Total Monthly Rental Excluding Additional Services			
Additional Fleet Management					
Master Policy Enrollment Fees					
\$ 0.00		Commercial Automobile Liability Enrollment			
Liability Limit <u>\$0.00</u>					
\$ 0.00		Physical Damage Management		Comp/Coll Deductible	<u>0 / 0</u>
\$ 0.00		Full Maintenance Program ³ Contract Miles <u>0</u>		OverMileage Charge	<u>\$ 0.0500</u> Per Mile
Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>					
\$ 0.00		Additional Services SubTotal		# Tires <u>0</u>	Loaner Vehicle Not Included
\$ 0.00		Tax <u>0.0000%</u>		State <u>CO</u>	
\$ 1,866.31		Total Monthly Rental Including Additional Services			
\$ 1.18		Reduced Book Value at <u>48</u> Months			
\$ 400.00		Service Charge Due at Lease Termination			

Quote based on estimated annual mileage of 10,000
 (Current market and vehicle conditions may also affect value of vehicle)
 (Quote is Subject to Customer's Credit Approval)
 Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
 Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE Town of Mead		
BY	TITLE	DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.
¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.
² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).
³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Custom Equipment - Police Upfit @ Recreational Electric	C	\$ 32,723.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 32,723.00
Aftermarket Equipment Total		\$ 32,723.00

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 60.00
Courtesy Delivery Fee	B	\$ 0.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 60.00
Other Charges Total		\$ 60.00

VEHICLE INFORMATION:

2026 Chevrolet Tahoe Police Vehicle 4dr 4x4 - US

Series ID: CK10706

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$54,395	\$57,500.00
Total Options	\$522.34	\$574.00
Destination Charge	\$2,795.00	\$2,795.00
Total Price	\$57,712.34	\$60,869.00

SELECTED COLOR:

Exterior:

GBA-(0 P) Black

Interior:

H1T-Jet Black w/Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1FL	Preferred Equipment Group 1FL	NC	NC
5J3	Surveillance Mode Calibration Interior Lighting	Included	Included
5T5	SEO: 2nd Row Vinyl Seats w/Front Cloth	NC	NC
6C7	SEO: Red & White Front Auxiliary Dome Lighting	\$154.70	\$170.00
6E2	SEO: Fleet Calibration (6E2)	NA	NA
6J3	SEO: Grille Lamps & Siren Speakers Wiring	\$83.72	\$92.00
6J4	SEO: Horn & Siren Circuit Wiring	\$68.25	\$75.00
6N5	SEO: Inoperative Rear Window Switches	\$68.25	\$75.00
6N6	SEO: Inoperative Inside Rear Door Locks & Handles	\$56.42	\$62.00
9C1	Identifier For Police Package Vehicle	STD	STD
9G8	SEO: Daytime Running Lamps Delete	\$45.50	\$50.00
A2X	8-Way Power Driver Seat Adjuster	Included	Included
A7J	6-Way Power Front Passenger Seat Adjuster	Included	Included
AL9	2-Way Power Driver Lumbar Seat Adjuster	Included	Included
AT9	2-Way Power Front Passenger Lumbar Seat Adjuster	Included	Included
ATD	3rd Row Passenger Seat Delete	Included	Included
AU7	Fleet Common Key	Included	Included
AZ3	Front 40/20/40 Split-Bench Seat	STD	STD
C6G	GVWR: 7,600 lbs (3,447 Kgs)	STD	STD
GBA_01	(0 P) Black	NC	NC
GU5	3.23 Rear Axle Ratio	STD	STD
H1T_02	Jet Black w/Cloth Seat Trim	NC	NC
K47	Heavy-Duty Air Filter	Included	Included
K6K	760 Cold-Cranking Amps Auxiliary Battery	Included	Included
KX4	250 Amps Alternator	Included	Included
L84	Engine: 5.3L EcoTec3 V8	STD	STD
MHU	Transmission: Electronic 10-Speed Automatic w/OD	STD	STD
NE1	State-Specific Emissions Requirements	NC	NC
NP0	Single-Speed Elec Autotrac Active Transfer Case	Included	Included
PXT	Wheels: 20" X 9" Steel	Included	Included
R6J	Ship-Thru Verification Code	NC	NC
RAV	Spare P275/55R20 as BW Tire	Included	Included
RC1	Front Skid Plate	Included	Included

CODE	DESCRIPTION	INVOICE	MSRP
STD	Cloth Seat Trim	STD	STD
UQF	6-Speaker Audio System Feature	Included	Included
URW	Radio: 17.7" Diagonal Advanced Color LCD Display	STD	STD
UT7	Blunt Cut Ground Wires	Included	Included
UTQ	SEO: Content Theft-Deterrent Disable System	\$45.50	\$50.00
V53	Luggage Rack Side Rails Delete	Included	Included
VK3	License Plate Front Mounting Package	NC	NC
VPV	Ship-Thru: Kerr Industries	Included	Included
XCS	Tires: 275/55R20SL as BW	Included	Included
Z56	Heavy-Duty Police-Rated Suspension Package	Included	Included
ZY1	Solid Paint	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
 Rear Cargo Door Type: liftgate
 Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
 Spoiler: rear lip spoiler
 Skid Plates: skid plates
 Side Steps: yes
 Door Handles: body-coloured
 Front And Rear Bumpers: body-coloured front and rear bumpers
 Rear Step Bumper: rear step bumper
 Front License Plate Bracket: front license plate bracket
 Body Material: galvanized steel/aluminum body material
 : class IV trailering with harness, hitch
 Body Side Cladding: black bodyside cladding
 Grille: grille with chrome bar

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
 Air Filter: air filter
 Rear Air Conditioning: rear air conditioning with separate controls
 Cruise Control: cruise control with steering wheel controls, Adaptive Cruise Control adaptive
 Power Windows: power windows with front and rear 1-touch down
 1/4 Vent Rear Windows: power rearmost windows
 Remote Keyless Entry: yes remote keyless entry
 Illuminated Entry: illuminated entry
 Integrated Key Remote: integrated key/remote
 Auto Locking: auto-locking doors
 Passive Entry: Keyless Open and Start proximity key
 Interior Lock Disable: interior lock disable
 Trunk FOB Controls: keyfob trunk/hatch/door release
 Remote Engine Start: keyfob remote start - yes
 Steering Wheel: steering wheel with manual tilting, manual telescoping
 Day-Night Rearview Mirror: day-night rearview mirror
 Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors
 Emergency SOS: OnStar and Chevrolet connected services capable emergency communication system
 Navigation System: Google built-in compatibility (select service plan required, terms and limitations apply) navigation system with voice activation
 Front Cupholder: front and rear cupholders
 Overhead Console: mini overhead console with storage
 Glove Box: locking glove box
 Driver Door Bin: driver and passenger door bins
 Rear Door Bins: rear door bins
 Seatback Storage Pockets: 2 seatback storage pockets
 Driver Footrest: driver's footrest
 Retained Accessory Power: retained accessory power
 AC Power Outlet: 2 interior 120V AC power outlet

Entertainment Features:

radio: AM/FM stereo with seek-scan
 Radio Data System: radio data system
 Voice Activated Radio: voice activated radio
 Speed Sensitive Volume: speed-sensitive volume
 Steering Wheel Radio Controls: steering-wheel mounted audio controls
 Speakers: 6 speakers
 Internet Access: 5G Wi-Fi Hotspot capable internet access
 TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions

1st Row LCD: 2 1st row LCD monitor
 Wireless Connectivity: wireless phone connectivity
 Antenna: window grid antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: projector beam LED low/high beam headlamps
 Front Wipers: variable intermittent Rainsense rain detecting wipers wipers
 Rear Window wiper: rear window wiper
 Rear Window Defroster: rear window defroster
 Tinted Windows: deep-tinted windows
 Front Reading Lights: front and rear reading lights
 Ignition Switch: ignition switch light
 Variable IP Lighting: variable instrument panel lighting
 Display Type: digital/analog appearance
 Tachometer: tachometer
 Voltmeter: voltmeter
 Low Tire Pressure Warning: tire specific low-tire-pressure warning
 Trip Computer: trip computer
 Trip Odometer: trip odometer
 Front Pedestrian Braking: front pedestrian detection
 Following Distance Indicator: following distance alert
 Oil Pressure Gauge: oil pressure gauge
 Water Temp Gauge: water temp. gauge
 Engine Hour Meter: engine hour meter
 Clock: digital clock
 Systems Monitor: driver information centre
 Check Control: redundant digital speedometer
 Rear Vision Camera: rear vision camera
 Oil Pressure Warning: oil-pressure warning
 Water Temp Warning: water-temp. warning
 Battery Warning: battery warning
 Low Oil Level Warning: low-oil-level warning
 Low Coolant Warning: low-coolant warning
 Lights On Warning: lights-on warning
 Key in Ignition Warning: key-in-ignition warning
 Low Fuel Warning: low-fuel warning
 Low Washer Fluid Warning: low-washer-fluid warning
 Door Ajar Warning: door-ajar warning
 Trunk Ajar Warning: trunk-ajar warning
 Brake Fluid Warning: brake-fluid warning
 Turn Signal On Warning: turn-signal-on warning
 Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS: four-wheel ABS brakes
 Number of ABS Channels: 4 ABS channels
 Brake Assistance: brake assist
 Brake Type: four-wheel disc brakes
 Vented Disc Brakes: front and rear ventilated disc brakes
 Spare Tire Type: full-size spare tire
 Spare Tire Mount: underbody mounted spare tire w/crankdown
 Driver Front Impact Airbag: driver and passenger front-impact airbags
 Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
 Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag
 Occupancy Sensor: front passenger airbag occupancy sensor
 Height Adjustable Seatbelts: height adjustable front seatbelts
 Seatbelt Pretensioners: front seatbelt pre-tensioners

3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
 Side Impact Bars: side-impact bars
 Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
 Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
 Rear Child Safety Locks: rear child safety locks
 Ignition Disable: immobilizer
 Panic Alarm: panic alarm
 Tracker System: tracker system
 Electronic Stability: StabiliTrak electronic stability stability control with anti-rollover
 Traction Control: ABS and driveline traction control
 Front and Rear Headrests: manual adjustable front head restraints
 Rear Headrest Control: 2 rear head restraints
 Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 6
 Front Bucket Seats: front split-bench 40-20-40 seats
 Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
 Reclining Driver Seat: power reclining driver and passenger seats
 Driver Lumbar: power 2-way driver and passenger lumbar support
 Driver Height Adjustment: power height-adjustable driver and passenger seats
 Driver Fore/Aft: power driver and passenger fore/aft adjustment
 Driver Cushion Tilt: power driver and passenger cushion tilt
 Front Centre Armrest Storage: front centre armrest
 Rear Seat Type: rear manual reclining 60-40 split-bench seat
 Rear Seat Fore/Aft: manual rear seat fore/aft adjustment
 Rear Folding Position: rear seat tumble forward
 Rear Seat Armrest: rear seat centre armrest
 Leather Upholstery: cloth front seat upholstery
 Rear Seat Material: vinyl rear seat upholstery
 Headliner Material: full cloth headliner
 Floor Covering: full vinyl/rubber floor covering
 Interior Accents: chrome/metal-look interior accents
 Cargo Space Trim: vinyl/rubber cargo space
 Trunk Lid: plastic trunk lid/rear cargo door
 Cargo Light: cargo light

Standard Engine:

Engine 355-hp, 5.3-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and auto-manual



John Elway Chevrolet

Sarah Dudgeon | 303-789-6763 | sdudgeon@elwaydealers.net

Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

Quote Worksheet

		MSRP
Base Price		\$57,200.00
Dest Charge		\$2,595.00
Total Options		\$624.00
Subtotal		\$60,419.00
7X3 Spotlamp, left-hand (Deletes A-pillar mounted assist handle.)		\$800.00
Subtotal Pre-Tax Adjustments		\$800.00
Less Customer Discount		(\$4,879.00)
Subtotal Discount		(\$4,879.00)
Trade-In		\$0.00
Excluded from Sales Tax		
Subtotal Trade-In		\$0.00
Taxable Price		\$56,340.00
Sales Tax		\$0.00
Subtotal Taxes		\$0.00
Subtotal Post-Tax Adjustments		\$0.00
Total Sales Price		\$56,340.00

Comments:

STATE OF COLORADO AWARD 193796
US FEDERAL GOVT. SAM.GOV #NLPNC96A9FG5
ARAPAHOE COUNTY AWARD 19-48

Dealer Signature / Date

Customer Signature / Date

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Data Version: 26571. Data Updated: Sep 25, 2025 6:48:00 PM PDT.



John Elway Chevrolet

Sarah Dudgeon | 303-789-6763 | sdudgeon@elwaydealers.net

Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

Selected Model and Options

MODEL		
CODE	MODEL	MSRP
CK10706	2026 Chevrolet Tahoe 4WD 4dr Commercial	\$57,200.00
COLORS		
CODE	DESCRIPTION	
GBA	Black	
SUSPENSION PKG		
CODE	DESCRIPTION	MSRP
Z56	Suspension Package, heavy-duty, police-rated.	Inc.
EMISSIONS		
CODE	DESCRIPTION	MSRP
NE1	Emissions, Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements	\$0.00
ENGINE		
CODE	DESCRIPTION	MSRP
L84	Engine, 5.3L EcoTec3 V8	\$0.00
TRANSMISSION		
CODE	DESCRIPTION	MSRP
MHU	Transmission, 10-speed automatic	Inc.
GVWR		
CODE	DESCRIPTION	MSRP
C6G	GVWR, 7600 lbs. (3447 kg)	Inc.
AXLE		
CODE	DESCRIPTION	MSRP
GU5	Rear axle, 3.23 ratio	\$0.00

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Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	MSRP
1FL	Commercial Preferred Equipment Group	\$0.00

WHEEL TYPE

CODE	DESCRIPTION	MSRP
PXT	Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel	Inc.

TIRES

CODE	DESCRIPTION	MSRP
XCS	Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit	Inc.

PAINT

CODE	DESCRIPTION	MSRP
GBA	Black	\$0.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
AZ3	Seats, front 40/20/40 split-bench	Inc.

SEAT TRIM

CODE	DESCRIPTION	MSRP
H1T	Jet Black, Cloth seat trim	\$0.00

RADIO

CODE	DESCRIPTION	MSRP
URW	Audio system, 17.7" diagonal advanced color LCD display	\$0.00

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
9C1	Identifier for Police Package Vehicle	\$0.00
AMF	Remote Keyless Entry Package	Inc.

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John Elway Chevrolet

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Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial ( Complete)

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
5J9	Calibration, taillamp flasher, Red/White	Inc.
5LO	Calibration, taillamp flasher, Red/Red	Inc.
6J3	Wiring, grille lamps and siren speakers	\$92.00
6J4	Wiring, horn and siren circuit	\$75.00
6J7	Flasher system, headlamp and taillamp, DRL compatible with control wire	Inc.
—	Capless Fuel Fill	Inc.
K3W	Battery, 850 cold-cranking amps with 95 amp hour rating	Inc.
K6K	Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating	Inc.
KX4	Alternator, 250 amps	Inc.
RC1	Skid plate, front	Inc.
T66	Wiring provision, for outside mirrors and cargo side mirrors	Inc.
UT7	Ground wires, blunt cut cargo area and blunt cut console area	Inc.
V03	Cooling system, extra capacity	Inc.
V76	Recovery hooks, 2 front, frame-mounted, Black	Inc.

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
6C7	Lighting, red and white front auxiliary dome	\$170.00
—	Exterior ornamentation delete	Inc.
RAV	Tire, spare 275/55R20 all-season, blackwall, Firestone Firehawk Pursuit	Inc.
RNQ	Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap	Inc.
V53	Luggage rack side rails, delete	Inc.
VK3	License plate front mounting package	\$0.00
WUA	Fascia, front high-approach angle	Inc.

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Data Version: 26571. Data Updated: Sep 25, 2025 6:48:00 PM PDT.



John Elway Chevrolet

Sarah Dudgeon | 303-789-6763 | sdudgeon@elwaydealers.net

Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
5J3	Calibration, Surveillance Mode interior lighting	Inc.
5T5	Seats, front cloth and second row vinyl	Inc.
6E2	Fleet Calibration	\$50.00
6N5	Switches, rear window inoperative	\$75.00
6N6	Door locks and handles, inside rear doors inoperative	\$62.00
—	Instrumentation, analog	Inc.
—	Power supply, 100-amp, auxiliary battery, passenger compartment wiring harness	Inc.
—	Power supply, 120-amp, (4) 30-amp circuit, Primary battery, relay controlled, passenger compartment harness wiring	Inc.
—	Power supply, 50-amp, power supply, auxiliary battery, passenger compartment wiring harness	Inc.
—	Theft-deterrent system, vehicle, PASS-Key III	Inc.
ATD	Seat delete, third row passenger	Inc.
AU7	Key common, fleet	Inc.
BCV	Lock control, driver side auto door lock disable	Inc.
BTV	Remote start	Inc.
K34	Cruise control, electronic with set and resume speed	Inc.
UTQ	Theft-deterrent system	\$50.00
VZ2	Speedometer calibration	Inc.

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	MSRP
—	Active Hill Hold Assist	Inc.
—	Seat belts, 3-point, all seating positions	Inc.
UD7	Rear Parking Assist	Inc.

ADDITIONAL EQUIPMENT - SAFETY-EXTERIOR

CODE	DESCRIPTION	MSRP
9G8	Headlamps, Daytime Running Lamps and automatic headlamp control delete	\$50.00

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Data Version: 26571. Data Updated: Sep 25, 2025 6:48:00 PM PDT.



Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

Additional Equipment - Other		
Code	Description	MSRP
—	Protected idle	Inc.
Options Total		\$624.00

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Data Version: 26571. Data Updated: Sep 25, 2025 6:48:00 PM PDT.

Phone: 970-292-8526



QUOTE

Quote To:

MEAD POLICE DEPARTMENT
BRENT NEWBANKS
441 THIRD STREET
Mead CO 80542
USA

Expires: 8/15/2025

Reference:

Sales Person: Brian Foley

Fax:

BRIAN@RECREATIONALELECTRICAL.COM

Phone:

Fax:

QuotForm:001:00



Quote Number: 13077

QUOTE

Page: 2 of 3

MEAD POLICE DEPARTMENT - 2025+ CHEVY TAHOE
PATROL

CUSTOMER SUPPLIED EQUIPMENT: Motorola Radio Head/Base/Mic, ROUTER

-- NEED BRAKE CUT -- FLASH FACTORY LIGHTS IF POSSIBLE --

FRONT:

- FED SIG RUMBLER BEHIND FRONT FASCIA
- FED SIG SIREN SPEAKER BEHIND FRONT FASCIA
- FED SIG MPS63U-RBW X 4 = (2) FORWARD FACING IN PUSH BUMPER (1) D.S. SIDE OF PUSH BUMPER (1) P.S. SIDE OF PUSH BUMPER
- WESTIN PUSH BUMPER WITH TOP LIGHT CHANNEL AND WIRE COVERS

EXTERIOR:

- VALOR EXTERIOR LIGHTBAR ON ROOF
- CRADLE POINT ANTENNA ON ROOF

REAR:

- FED SIG MPS63U-RBA X 6 = REAR EXTERIOR SPOILER LIGHTS (DIRECTIONAL)
- FED SIG 416918-RBW X 2 FOR D.S. REAR AND P.S. REAR TAIL (MUST FLASH TAILLIGHTS)
- LICENSE PLATE LIGHTS FED SIG MPS63U-RBW X 2
- INTERIOR LIFTGATE LIGHTS FED SIG MPS63U-RBW X 2
- D.S. AND P.S. SIDE REAR WINDOW LIGHTS = MPS123U-RBW X 2
- INTERIOR LIFTGATE DOME LIGHT
- LIFTGATE MERC SWITCH
- EXPANSION MODULE IN D.S. REAR CARGO PANEL W/ COPELAND TIMER
- REAR STALKER ANTENNA
- SECONDARY PA MIC D.S. REAR CARGO

INTERIOR:

- FED SIG REMOTE HEAD PATHFINDER LIGHT/SIREN CONTROLLER IN CONSOLE
- FULL VEHICLE SPECIFIC CONSOLE WITH: CUP HOLDER, ACCESSORY POCKET, MAGMIC, ARMREST, CUSTOMER SUPPLIED RADIO, HAVIS DOCKING STATION AND MOTION MOUNT, BROTHER PRINTER SERIES 8 INSIDE CONSOLE
- FLASHLIGHT INSIDE CONSOLE
- SINGLE RADIO SPEAKER WITH COVER IN HEADLINER
- NEW RADIO CABLES (CUSTOMER TO SUPPLY RADIO HEAD, RADIO BASE, MIC)
- CUSTOMER SUPPLIED ROUTER
- BLAC-RAC WEAPON MOUNT OFF FRONT PARTITION
- STALKER READER AND FRONT RADAR
- ANGEL ARMOR LEVEL IIIA D.S. AND P.S. BALLISTIC DOOR PANELS

PRISONER CAGE:

- 1/2 CAGE FRONT PARTITION
- REAR BARRIER
- PLASTIC SEAT WITH OUTBOARD SEATBELTS
- P.S. WINDOW GUARD
- 1 P.S. PRISONER LIGHT



Quote Number: 13077

QUOTE

Page: 3 of 3

USD

Line	Part	Description	Rev	Drawing	Expected Qty	Unit Price	Ext. Price
1	VB-MEAD PD_PATROL_TAHOE	MEAD PD_PATROL_TAHOE	2025		1.00 EA	32,723.00	32,723.00
	- QUANTITY BREAKS -						
	Quantity		Unit Price				
	1.00 EA		32,723.00 /1				
					Lines Total	32,723.00	
					Total Taxes	0.00	
					Line Miscellaneous Charges	0.00	
					Quote Miscellaneous Charges	0.00	
					Quote Total	32,723.00	

Thank you for your business!
We look forward to working with you.



Agenda Item Summary

Agenda Date: 3/9/2026

Subject: Resolution No. 22-R-2026 - A Resolution of the Town of Mead, Colorado, Approving an Oil and Gas Operator Road Repair Agreement Between the Town of Mead and Kerr-McGee Oil and Gas Onshore LP for the Midwest Pad

Presented by: Marcus McAskin, Town Attorney

Summary:

On December 8, 2025, by Ordinance No. 1096, The Town of Mead (the “Town”) conditionally approved a Special Use Permit for Kerr-McGee Oil & Gas Onshore LP (the “Operator”) to operate an oil and gas facility, known as the Midwest Pad, on the property generally located north of St. Vrain State Park and west of Interstate 25. The Mead Municipal Code requires all special use permit holders to conduct a Road Impact Assessment and to maintain and repair roadways that are utilized and damaged by the Operator. The Oil & Gas Operator Road Repair Agreement (the “Agreement”) memorializes this obligation.

The Operator executed the Agreement on February 25, 2026, and has provided surety in the amount of Three Hundred and Forty Thousand Dollars (\$340,000), and a cash deposit in the amount of Five Thousand Dollars (\$5,000) as required by the Agreement.

The Agreement is on file with the Town Clerk. A copy of the Agreement is attached to this Agenda Item Summary for reference.

Resolution No. 22-R-2026 (the “Resolution”): (a) approves the Agreement; (b) authorizes the Town Attorney, in cooperation with the Town Manager, to make non-material changes to the Agreement as may be necessary that do not increase the Town’s obligations; and (c) authorizes the Mayor to execute the Agreement when in final form.

Financial Considerations:

The Agreement memorializes the requirement that the Operator conduct a Road Impact Assessment and maintain and repair the roadways it utilizes and damages. To ensure the Operator’s obligations are met, the Agreement also requires a refundable surety in the form of a Three Hundred and Forty Thousand Dollar (\$340,000) cash deposit, as well as a Five Hundred Thousand Dollar (\$5,000) refundable cash deposit to cover consulting and legal fees incurred by the Town in connection with the Agreement.

Staff Recommendation / Actions Required:

A motion to approve the March 9, 2026, consent agenda will adopt the Resolution, approving the Agreement. If this item is pulled off the consent for further discussion or questions, Staff recommends the following motion:

Suggested Motion:

“I move to adopt Resolution No. 22-R-2026, A Resolution of the Town of Mead, Colorado,

Approving an Oil and Gas Operator Road Repair Agreement Between the Town of Mead and Kerr-McGee Oil and Gas Onshore LP for the Midwest Pad.”

Attachments:

1. Resolution No. 22-R-2026

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 22-R-2026**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING AN
OIL & GAS OPERATOR ROAD REPAIR AGREEMENT BETWEEN THE TOWN
OF MEAD AND KERR-MCGEE OIL & GAS ONSHORE LP FOR THE
MIDWEST PAD**

WHEREAS, the Town of Mead is authorized under C.R.S. § 31-15-101 to enter into contracts for any lawful municipal purpose; and

WHEREAS, on December 8, 2025, by Ordinance No. 1096, the Town conditionally approved a Special Use Permit for Kerr-McGee Oil & Gas Onshore LP (the "Operator") to conduct oil and gas operations on property generally known as the Midwest Pad; and

WHEREAS, the approval of the Special Use Permit is conditioned upon the Operator entering into an agreement memorializing the obligation to complete a Road Impact Assessment and on-going road repair and maintenance obligations as required by Section 16-10-110(2) of the Mead Municipal Code; and

WHEREAS, in accordance with the condition of approval, the Town and the Operator desire to enter into an Oil & Gas Operator Road Repair Agreement (the "Agreement"), in a form substantially in accordance with the form of Agreement currently on file with the Town Clerk; and

WHEREAS, the Operator executed the Agreement on February 25, 2026; and

WHEREAS, the Board of Trustees desires to approve the Agreement and further desires to delegate authority to the Mayor to execute the same on behalf of the Town once in final form.

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 Board of Trustees hereby: (a) approves the Agreement in substantially the same form as is currently on file with the Town Clerk; (b) authorizes the Town Attorney, in cooperation with the Town Manager, to make non-material changes to the Agreement as may be necessary that do not increase the Town's obligations; and (c) authorizes the Mayor to execute the Agreement when in final form.

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

Section 4. Repealer. All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 9TH DAY OF MARCH, 2026.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor



Agenda Item Summary

Agenda Date: 3/9/2026

Subject: Ordinance No. 1099 - An Ordinance of the Town of Mead, Colorado, Amending Article VI of Chapter 18 of the Mead Municipal Code to Add a New Section 18-6-50 Prohibiting the Use of Graywater and the Installation of Graywater Treatment Works Within the Town of Mead

Presented by: Erika Rasmussen, Town Engineer / Public Works Director

Summary:

The proposed Ordinance No. 1099 (the “Ordinance”) amends Article VI of Chapter 18 of the Mead Municipal Code to add a new Section 18-6-50 to prohibit the use of graywater and the installation of graywater treatment works within the Town.

Graywater is a part of the water used in a residential, commercial, or industrial building that may be collected after the first use and put to a second beneficial use. Graywater sources may include water discharged from bathroom and laundry-room sinks, bathtubs, showers, and laundry machines.

The Water Quality Control Commission adopted Regulation 86 for Graywater in 2015, which establishes a complex graywater control scheme that requires municipalities that allow the use of graywater to develop an oversight program, including permitting and design, inspection, and enforcement.

In 2013, the Colorado General Assembly enacted House Bill 13-1044 to authorize the use of graywater systems in municipalities only when authorized locally by ordinance. Pursuant to House Bill 24-1362, effective January 1, 2026, the Colorado General Assembly reversed the “opt-in” approach of allowing graywater systems and adopted an “opt-out” approach whereby municipalities must allow for the collection, treatment, and use of graywater, except where expressly prohibited by local ordinance.

To avoid the need for the Town to develop a complicated oversight program for graywater use, Town staff recommends adopting the Ordinance to amend the Municipal Code and prohibit the use of graywater and the installation of graywater treatment works in the Town.

Financial Considerations:

None. Prohibiting graywater use in the Town avoids the costs associated with developing and implementing a graywater oversight program and permitting system

Staff Recommendation / Actions Required:

Staff recommends adopting the Ordinance, adding a new Section 18-6-50 to the Municipal Code to prohibit the use of graywater and the installation of graywater treatment works within the Town. A motion to approve the March 9, 2026 consent agenda will approve the Ordinance. If this item is pulled from the consent agenda for further discussion or questions, Staff recommends the following motion:

Suggested Motion:

“I move to approve Ordinance No. 1099, An Ordinance of the Town of Mead, Colorado, Amending Article VI of Chapter 18 of the Mead Municipal Code to Add a New Section 18-6-50 Prohibiting the Use of Graywater and the Installation of Graywater Treatment Works Within the Town of Mead.”

Attachments:

1. Ordinance No. 1099

**TOWN OF MEAD, COLORADO
ORDINANCE NO. 1099**

**AN ORDINANCE OF THE TOWN OF MEAD, COLORADO, AMENDING ARTICLE VI OF
CHAPTER 18 OF THE MEAD MUNICIPAL CODE TO ADD A NEW SECTION 18-6-50
PROHIBITING THE USE OF GRAYWATER AND THE INSTALLATION OF GRAYWATER
TREATMENT WORKS WITHIN THE TOWN OF MEAD**

WHEREAS, the Board of Trustees of the Town of Mead ("Board of Trustees") has the authority pursuant to C.R.S. § 31-15-401 and its general police powers to pass and enforce regulations which may be necessary or expedient for the promotion of the health, safety and welfare of the citizens of the Town of Mead ("Town"); and

WHEREAS, "graywater" is the portion of wastewater collected from bathroom and laundry room sinks, bathtubs, showers, and laundry machines (but excluding wastewater from toilets, urinals, kitchen sinks, dishwashers, or nonlaundry utility sinks) in residential, commercial or industrial buildings or institutional facilities before treatment or combination with other wastewater to be put to beneficial uses, as defined by Regulation 86 of the Colorado Water Quality Control Commission, Colorado Department of Public Health and Environment (5 CCR 1002-86, June 30, 2015) ("Regulation 86"); and

WHEREAS, in 2013, the Colorado General Assembly enacted House Bill 13-1044 to authorize the use of graywater systems in municipalities only when authorized locally by ordinance; and

WHEREAS, pursuant to House Bill 24-1362, effective January 1, 2026, the Colorado General Assembly reversed the "opt-in" approach of allowing graywater systems and adopted an "opt-out" approach whereby municipalities must allow for the collection, treatment, and use of graywater, except where expressly prohibited by local ordinance; and

WHEREAS, Regulation 86 establishes a complex graywater control scheme which would require the Town to develop an oversight program including permitting and design, inspection, and enforcement; and

WHEREAS, the Town does not presently have, nor does the Town anticipate having the resources to develop and implement a graywater oversight program; and

WHEREAS, the Board of Trustees desires to amend the Town of Mead Municipal Code ("Municipal Code") to add a new Section 18-6-50 prohibiting the installation of graywater treatment works and the use of all graywater within the Town.

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. Chapter 18, Article VI of the Municipal Code is hereby amended with the addition of a new Section 18-6-50 entitled *Prohibition on the Installation and Use of Graywater Treatment Works* to read in full as follows:

Sec. 18-6-50. Prohibition on the Installation and Use of Graywater Treatment Works.

- (a) **Prohibition.** No person shall install graywater treatment works or use graywater within the Town of Mead.
- (b) **Definitions.** As used in this Section 18-6-50, the following words shall have the following meanings:
 - 1. "Graywater" means that portion of wastewater collected from bathroom and laundry room sinks, bathtubs, showers, and laundry machines (but excluding wastewater from toilets, urinals, kitchen sinks, dishwashers, or nonlaundry utility sinks) in residential, commercial, or industrial buildings or institutional facilities before treatment or combination with other wastewater to be put to beneficial uses, as defined by Regulation 86 of the Colorado Water Quality Control Commission, Colorado Department of Public Health and Environment (5 CCR 1002-86, June 30, 2015).
 - 2. "Graywater treatment works" means an arrangement of devices and structures used to collect graywater from within a building or a facility and to treat, neutralize, or stabilize graywater within the same building or facility to the level necessary for its authorized uses.

Section 3. Notice of Ordinance. The Town Clerk is hereby directed to send written notice of this Ordinance, if adopted, to the Division of Administration, Department of Public Health and Environment pursuant to C.R.S. § 31-15-601(1)(m)(I)(B).

Section 4. No Existing Violation Affected. Nothing in this Ordinance shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any ordinance hereby repealed or amended by this Ordinance, or any just or legal right or remedy of any character be lost, impaired, or affected by this Ordinance.

Section 5. Effective Date. This Ordinance shall be published and become effective as provided by law. The amendments to the Municipal Code set forth in this Ordinance will be enforced on and after April 1, 2026.

Section 6. Remaining provisions. Except as specifically amended hereby, all other provisions of the Municipal Code shall continue in full force and effect.

Section 7. Codification Amendments. The codifier of the Municipal Code is hereby authorized to make such numerical, technical and formatting changes as may be necessary to incorporate the provisions of this Ordinance within the Municipal Code.

Section 8. 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 9. 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 10. Certification. The Town Clerk shall certify to the passage of this ordinance and make not less than one copy of the ordinance available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 9TH DAY OF MARCH, 2026.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor



Agenda Item Summary

Agenda Date: 3/9/2026
Subject: Public Hearing: Aged & Co NEW FMB & Wine License
Presented by: Mary Strutt, Administrative Services Director

Summary:

Applicant: Aged and Co, LLC
Abigail Van Horn & James Fray

Location: 234 Main St C101, Mead, CO

I. BACKGROUND

On February 2, 2026, the Town Clerk received an application from the above-referenced Applicant for a New Fermented Malt Beverage (FMB) and Wine business to be located at 234 Main St C101, Mead, CO. The applicant chose to locate their business in Mead because they love the community and want to be part of the growth. The applicant feels they can attract more people to the downtown area. Aged and Co will provide quality options for lunches, sandwiches and charcuterie boards for the community. The proposed hours of operation will be 10:00 a.m. to 7:00 pm. This license type allows the applicant to sell alcohol beverages by the container only to customers for consumption off premises.

The applicant has submitted all required documentation and has completed all local fingerprinting and background check requirements.

The Applicant has opted to apply to the State of Colorado Liquor Enforcement Division (the "State") for a Concurrent Review, and all supporting documentation were sent to the State in February 2026. The Concurrent Review is an expedited review of the liquor license application by the State for an additional fee. The state fees were paid on January 8, 2026.

The property has not been issued a Certificate of Occupancy but the zoning has been reviewed by Town of Mead Community Development staff and found to be in compliance. Once the State approval is received and a Certificate of Occupancy is issued, the local license will be issued.

This application requires a public hearing to consider the reasonable requirements of the neighborhood (which is the boundaries of the Town) for the Fermented Malt Beverage and Wine license, the desires of the adult inhabitants, the number, type, and availability of alcohol beverage outlets located in or near the designated neighborhood, and other pertinent matters affecting the qualifications of the applicant. The Public Hearing notice was posted at the location on February 11, 2026 and published in Longmont Times Call. A petition was submitted to the Mead Liquor Licensing Authority by Liquor Pros, on behalf of the applicant with a total of 100 signatures. 98 verified resident signatures (93 in favor, 5 opposed) and 10 signatures from 10 local businesses (10 in favor, 0 opposed) from within the designated neighborhood.

The Clerk's Office has not received any objections to this new application as of the submission of this Agenda Item Summary.

II. RESULTS OF APPLICATION INVESTIGATION

- A. Application received: **February 2, 2026**
B. Posting of Notice at Location: **Confirmed**
C. Fees, Licenses, and Municipal Zoning Code Compliance: **Confirmed**
D. Ownership of Licensed Premises (must be owned or leased in name of Applicant):
Leased
E. Building in which the liquor is to be sold is NOT located within one hundred (100) feet of any public or parochial school or the principal campus of any college, university, or seminary (per Mead Municipal Code 6-3-115(a): **Confirmed**
F. Number of FMB (Beer) & Wine Licenses in Mead: **5**
Other liquor licenses in Mead by type:
- | | |
|----------------------------------|----------|
| Brew Pub License | 1 |
| Tavern License | 1 |
| Hotel & Restaurant License | 1 |
| Retail Liquor Store | 1 |
| Sales Room (Beer) – state-issued | 1 |
| Entertainment Facility Licenses | 1 |

Financial Considerations:

None.

Staff Recommendation / Actions Required:

Based upon the information provided above and in the related attachments, staff:

1. Finds that Applicant has complied with all criteria for a Fermented Malt Beverage and Wine License and recommends that the Mead Liquor License Authority approve Applicant's application for a Fermented Malt Beverage and Wine License that is the subject of the application.
2. Other recommendations or conditions: Issuance of a Certificate of Occupancy

Recommended Motion:

I move to approve the application of Aged and Co, LLC for a new Fermented Malt Beverage and Wine License located at 234 Main St, C101, based on the findings set forth in the staff report for the March 9, 2026, meeting and based on the following additional findings:

- that applicant is of good moral character and not prohibited as a licensee; and
- that the premises and their location are suitable based on a review of the plans submitted; and
- that the petition submitted by applicant, along with testimony received at the public hearing, indicate that there is a need and desire for a Fermented Malt Beverage and Wine license as measured by the reasonable requirements of the neighborhood.

I further move that this approval is conditioned upon the following:

1. applicant receiving a certificate of occupancy for the premises within one year of the date of this approval; and
2. a determination upon inspection by town staff that the building complies with the submitted diagram which includes a detailed interior sketch submitted with the application.

I further move to: (1) direct Town staff to prepare the Mead Liquor Licensing Authority Findings of Fact for this matter, in cooperation with the Town Attorney (2) authorize the Mayor and Town Clerk to execute the Findings of Fact (3) direct the Town Clerk to notify the State of Colorado

Liquor Enforcement Division of this approval and (4) authorize the Town Clerk to issue the Town of Mead Fermented Malt Beverage (FMB) and Wine License to Aged and Co, LLC upon approval of the State and receipt of the State license.

Attachments:

1. Application_Redacted
2. Lease_Redacted
3. Diagram of Proposed Premises
4. Diagram of Proposed Premises - Detailed
5. Aged & CO, LLC Operating Agreement
6. Certificate of Good Standing
7. Affidavit of Posting Notice
8. Poster
9. Zoning Review
10. Distance Map
11. Petition

Fermented Malt Beverage/Fermented Malt Beverage and Wine Retailer License Application

This application only applies to Fermented Malt Beverage On-Premises, Fermented Malt Beverage On/Off-Premises, and Fermented Malt Beverage and Wine Retailer.

***Note that the Division will not accept cash.**

☐

Paid by check

☒

Paid online

Uploaded to Movelt on Date

☐

New License

☒

New-Concurrent

☐

Transfer of Ownership

- All answers must be printed in black ink or typewritten
- Applicant must check the appropriate box(es)
- Local license fee \$
- Applicant should obtain a copy of the Colorado Liquor, Beer and Wine Code:
SBG.Colorado.gov/Liquor

Applicant is applying as a/an:

☐

Individual

☒

Limited Liability Company

☐

Association or Other

☐

Corporation

☐

Partnership (includes Limited Liability and Husband and Wife Partnerships)

Applicant(s) If an LLC, name of LLC; if partnership, at least 2 partners' names; if corporation, name of corporation

Aged & Co LLC

FEIN

41-2427361

Trade Name of Establishment (DBA)

Aged & Co

Sales Tax Number

96913311

Business Telephone

720-212-6161

Address of Premises (specify exact location of premises)

234 Main Street #C101

City

Mead

County

Weld County

State

CO

ZIP Code

80542

Mailing Address (Number and Street)

234 Main Street #C101

City or Town

Mead

State

CO

ZIP Code

80542

Email Address

agedandco@gmail.com , licensing@dillanddill.com

Home Phone Number

720-212-6161

If the premises currently has a liquor or beer license, you **must** answer the following questions:

Present Trade Name of Establishment (DBA)

N/A

Present Sales License Number

Present Class of License

Present Expiration Date

Section A - Nonrefundable Application Fee

- ☐ Application Fee for New License \$1,100.00
- ☒ Application Fee for New License - with Concurrent Review \$1,200.00
- ☐ Application Fee for Transfer..... \$1,100.00

Section B - Fermented Malt Beverage License Fees

- ☐ Retail Fermented Malt Beverage On-Premises (City) \$96.25
- ☐ Retail Fermented Malt Beverage On-Premises (County) \$117.50
- ☒ Retail Fermented Malt Beverage and Wine (City) \$96.25
- ☐ Retail Fermented Malt Beverage and Wine (County) \$117.50
- ☐ Retail Fermented Malt Beverage and On/Off-Premises (City) \$96.25
- ☐ Retail Fermented Malt Beverage and On/Off-Premises (County) \$117.50

☐ Master File Location Fee \$25.00 x Total \$

☐ Master File Background..... \$250.00 x Total \$

Questions? Visit SBG.Colorado.gov/Liquor for more information

Do Not Write In This Space - For Department Of Revenue Use Only

Liability Information

License Account Number

Liability Date

License Issued Through: (Expiration Date)

Total \$

Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. **All** documents must be properly signed and correspond with the name of the applicant **exactly**. **All** documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable.

Questions? Visit: SBG.Colorado.gov/Liquor for more information

Items Submitted, Please Check All Appropriate Boxes Completed or Documents Submitted

I. Applicant Information

- ☐ Applicant/Licensee identified
- ☐ State sales tax license number listed or applied for at time of application
- ☐ License type or other transaction identified
- ☐ Submit originals to local authority
- ☐ Additional information required by the local licensing authority

II. Diagram of the Premises

- ☐ No larger than 8½" X 11"
- ☐ Dimensions included (does not have to be to scale). Exterior areas should show control (fences, walls, etc.)
- ☐ Separate diagram for each floor (if multiple levels)
- ☐ Bold/Outlined licensed premises

III. Proof of Property Possession (One Year Needed)

- ☐ Deed in name of the applicant **only** (or) (matching question #2) date stamped/filed with County Clerk
- ☐ Lease in the name of the applicant **only** (matching question #2)
- ☐ Lease Assignment in the name of the applicant (**only**) with proper consent from the Landlord and acceptance by the applicant
- ☐ Other agreement if not deed or lease

IV. Background Information (DR 8404-I) and Financial Documents

- ☐ Individual History Record(s) (Form DR 8404-I) Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members)
- ☐ Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor. Master File applicants submit results to the State

Do not complete fingerprint cards prior to submitting your application.

The Vendors are as follows:

IdentoGO – <https://uenroll.identogo.com/> Phone : 844-539-5539 (toll-free)

Colorado Fingerprinting – <http://www.coloradofingerprinting.com>

Appointment Scheduling Website: <http://www.coloradofingerprinting.com/cabs/>

Phone: 720-292-2722 Toll Free: 833-224-2227

Details about the vendors and fingerprinting in Colorado can be found on CBI's website here:

<https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks>

- ☐ Purchase agreement, stock transfer agreement, and/or authorization to transfer license
- ☐ List of all notes and loans

V. Sole Proprietor/Husband and Wife Partnership (If Applicable)

- ☐ Form DR 4679
- ☐ Copy of State Issued Driver's License or Identification Card for each Applicant

VI. Corporate Applicant Information (If Applicable)

- ☐ Certificate of Incorporation
- ☐ Certificate of Good Standing
- ☐ Certificate of Authorization if foreign corporation (out of state applicants only)

VII. Partnership Applicant Information (If Applicable)

- ☐ Partnership Agreement (general or limited)
- ☐ Certificate of Good Standing

VIII. Limited Liability Company Applicant Information (If Applicable)

- ☐ Copy of Articles of Organization
- ☐ Certificate of Good Standing
- ☐ Copy of Operating Agreement (if applicable)
- ☐ Certificate of Authority if foreign LLC (out of state applicants only)

1. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?..... ☐ Yes ☒ No
2. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):
 - a. Been denied an alcohol beverage license?..... ☐ Yes ☒ No
 - b. Had an alcohol beverage license suspended or revoked?..... ☐ Yes ☒ No
 - c. Had interest in another entity that had an alcohol beverage license suspended or revoked?..... ☐ Yes ☒ No

If you answered yes to 2a, b or c, explain in detail on a separate sheet.

3. Has the premises to be licensed been denied within the preceding one year? If "yes," explain in detail..... ☐ Yes ☒ No

If "yes", explain in detail.

4. Is the proposed Fermented Malt Beverage and Wine Retailer license within 500 feet of any public or parochial school, the principal campus of any college, university, or seminary? Note: The distances are to be computed using the methods outlined under C.R.S. 44-3-313(1)(d)(II). Some limited exceptions apply under C.R.S. 44-3-313..... ☐ Yes ☒ No
5. Is the proposed Fermented Malt Beverage and Wine Retailer license, or On/Off premises license, within 500 feet of a Retail Liquor Store licensed under section 44-3-409 C.R.S.? (Distance should be determined using guidelines outlined in 44-3-301(12)(c) C.R.S.)..... ☐ Yes ☒ No
6. Are you applying for a Fermented Malt Beverage On and Off Premises License? If yes, answer subparts a and b. If No, go to question 6..... ☐ Yes ☒ No
 - a. The FMB On/Off is located in a county with a population of > 35,000..... ☐ Yes ☐ No
 - b. The FMB On/Off is located in an "underserved area" within a county with population of < 35,000 but lies outside of a municipal boundaries or is a city or town with population of > 75,500..... ☐ Yes ☐ No

Note - The population is determined from the recently available United States Census Bureau.

7. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current or former financial interest in said business including any loans to or from a licensee..... ☐ Yes ☒ No

8. Does the applicant, as listed as Trade Name of Establishment (DBA) of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement?..... ☒ Yes ☐ No

☐ Ownership ☒ Lease ☐ Other (Explain in detail)

- a. If leased, list name of landlord and tenant, and date of expiration, **exactly** as they appear on the lease:

Landlord

Old Town Mead LLC

Tenant

Aged & Co LLC

Expires

12/2030

- b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 6..... ☐ Yes ☒ No

- c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8½" X 11".

9. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.

Last Name

N/A

First Name

Date of Birth (MM/DD/YY)

FEIN or SSN

Interest

Last Name

First Name

Date of Birth (MM/DD/YY)

FEIN or SSN

Interest

Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.

10. Name of Manager(s) for all on premises applicants.

Last Name

Van Horn

First Name

Abigail

Date of Birth (MM/DD/YY)

11. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number..... ☐ Yes ☒ No

12. Tax Information.

- a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?..... ☐ Yes ☒ No
- b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?..... ☐ Yes ☒ No

13. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the Applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment to be fingerprinted by an approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.

Name

Abigail Van Horn

Home Address (Number and Street)

[REDACTED]

City

[REDACTED]

State

CO

ZIP Code

80504

Date of Birth (MM/DD/YY)

[REDACTED]

Position

Owner

Percent Owned

51%

Name

James Fay

Home Address (Number and Street)

[REDACTED]

City

[REDACTED]

State

CO

ZIP Code

80501

Date of Birth (MM/DD/YY)

[REDACTED]

Position

Owner

Percent Owned

49%

Name

N/A

Home Address (Number and Street)

City

State

ZIP Code

Date of Birth (MM/DD/YY)

Position

Percent Owned

Name

N/A

Home Address (Number and Street)

City

State

ZIP Code

Date of Birth (MM/DD/YY)

Position

Percent Owned

** If applicant is owned 100% by a parent company, please list the designated principal officer on above.

** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)

** If total ownership percentage disclosed here does not total 100%, applicant must check this box:

Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

Oath of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer and Wine Code which affect my license.

Printed Name

Abigail Van Horn

Title

Owner

Authorized Signature

Date (MM/DD/YY)


Abigail Van Horn (Jan 28, 2026 13:24:51 MST)

01/28/26

Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority

February 2, 2026

Date of local authority hearing – for new license applicants cannot be less than 30 days from date of application 44-3-311(1) C.R.S.

For Transfer Applications Only - Is the license being transferred valid?..... ☐ Yes ☐ No

Each person required to file DR 8404-I has been:

☒ Fingerprinted

☒ Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license. (Check One)

☒ Date of Inspection or Anticipated Date

pending Certificate of Occupancy

☐ Upon approval of state licensing authority

☒ New Fermented Malt Beverage Off Premises licenses, and On/Off Premises licenses, distance requirements of 44-3-301 C.R.S. are satisfied

New Fermented Malt Beverage On/Off premises licenses must meet the qualifications of 44-4-104 C.R.S.

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S. and Liquor Rules. **Therefore, this application is approved.**

Local Licensing Authority for

Town of Mead

Telephone Number

970-805-4182

☐ Town, City

☐ County

Printed Name

Signature

Printed Name

Signature (Attest)

Title

Date (MM/DD/YY)

Title

Date (MM/DD/YY)

Tax Check Authorization, Waiver, and Request to Release Information

I, Abigail Van Horn

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter
“Waiver”) on behalf of

(the “Applicant/Licensee”)

Aged & Co LLC

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee’s liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. (“Liquor Code”), and the Colorado Liquor Rules, 1 CCR 203-2 (“Liquor Rules”), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant’s/Licensee’s duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business)

Aged & Co LLC

Social Security Number/Tax Identification Number

[REDACTED]

Home Phone Number

Business/Work Phone Number

720-212-6161

Street Address

234 Main Street #C101

City

Mead

State

CO

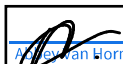
ZIP Code

80542

Printed name of person signing on behalf of the Applicant/Licensee

Abigail Van Horn

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) Date Signed


Abigail Van Horn (Jan 28, 2026 13:24:51 MST)

01/28/26

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

LEASE AGREEMENT

LANDLORD: Old Town Mead LLC, a Colorado Limited Liability Company

TENANT: Aged & Co, LLC

PREMISES: 234 Main St, Suite C-101, Mead, CO 80542

LEASE DATE: Effective January 1, 2026

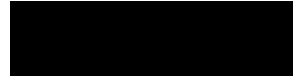
TERM: January 1, 2026 through December 31, 2030

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated for reference purposes only, **December 1st, 2025** is made by Old Town Mead LLC, a Colorado Limited Liability Company (“Landlord”), and **Aged & Co, LLC** (“Tenant”).

Address of Landlord:
Old Town Mead LLC
PO Box 270145
Fort Collins, CO 80525

Mailing/Notice/Billing Address of Tenant:
Aged & Co, LLC



1. **Leased Premises; Definitions.** Landlord leases to Tenant, and Tenant leases from Landlord, that certain Leased Premises as defined below. In this Lease, capitalized words or phrases shall have the meanings indicated below, or as defined elsewhere in this Lease:

1.1. **“Leased Premises”** means that certain property located at 234 Main St, Suite **C-101**, Mead, CO 80542 – identified for “Tenant” as depicted on Schedule 1.1 attached and incorporated by reference. For the avoidance of doubt, the Leased Premises includes space located only in the **“Lower Building”** as identified on Schedule 1.1. The parties agree and acknowledge, that for the purpose of this Lease, the Leased Premises is agreed to consist of approximately **1,325 square feet** whether the same shall be more or less as a result of minor variations in measurements. Of the Area referenced in §1.2, the leased area will only include the Suite **C-101**.

1.2. **“Area”** shall mean the property commonly known as 234 Main Street, Mead, CO 80542 and legally described as:

*SUB: MEA 25370-A ALL BLK6 EXC N75’
Section 09, Township 03, Range 68
County of Weld,
State of Colorado*

The Area includes the Leased Premises, Buildings and any Common Areas.

1.3. **“Tenant’s Suite”** shall mean those certain suites within the Area in which the Leased Premise is physically located.

1.4. **“Buildings”** shall mean the collective group of buildings located within the Area.

1.5. **“Common Areas”** shall mean all entrances, exits, driveways, curbs, walkways, parking areas, landscaped areas, loading and service areas, and like areas or facilities which are located in the Area that Landlord have designated as available for Tenant’s nonexclusive use.

2. **Term; Possession.** The Lease Term is as follows:

The initial term of this Lease shall be for a period of **sixty** (60) full calendar months, commencing on **January 1st, 2026** and expiring **sixty** (60) full calendar months thereafter, unless sooner terminated under the terms of this Lease.

3. **Rent.** Tenant shall pay the following Base Rent for the Leased Premises:

3.1. **Base Rent.** Tenant shall pay the Monthly Base Rent to Landlord, without notice and without deduction or setoff, via an electronic funds transfer to an account designated by Landlord, in advance on the **first** day of each month (not later than 5:00 PM) during the term hereof. Payments of all amounts due under the Lease shall be paid as set forth in this Section, subject to written notice of change sent by Landlord to Tenant.

3.2. **Rent Schedule.** The Base Rent for the initial Lease Term is as follows:

During Initial Lease Term of **5** years

For Period	Monthly Base Rent	Annual Base Rent
January 1, 2026 To December 31, 2026	\$1,988	\$23,856
January 1, 2027 To December 31, 2027	\$2,048 (3% increase)	\$24,572
January 1, 2028 To December 31, 2028	\$2,109 (3% increase)	\$25,309
January 1, 2029 To December 31, 2029	\$2,172 (3% increase)	\$26,068
January 1, 2030 To December 31, 2030	\$2,238 (3% increase)	\$26,850

4. **Security Deposit.** Tenant has deposited with Landlord the sum of **Two Thousand Dollars (\$2,000.00)** ("Deposit"), receipt of such is hereby acknowledged. Said sum shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants and conditions of this Lease Agreement to be kept and performed by Tenant during the term hereof. If Tenant defaults with respect to any provision of this Lease Agreement, including but not limited to the provisions relating to the payment of rent or adjustments, Landlord may (but shall not be required to) use, apply or retain all or any part of the Deposit for the payment of any rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said Deposit is so used or applied, Tenant shall within five (5) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the Deposit to its original amount and Tenant's failure to do so shall be a material breach of this Lease Agreement. If Tenant shall fully and faithfully perform every provision of this Lease Agreement to be performed by it, the Deposit or any balance thereof (less the cleaning and replacement charge described below) shall be returned to Tenant (or

Tenant's Initials: AVH

Landlord's Initials: CA

at Landlord's option, to the last assignee of Tenant's interest hereunder) on/or before forty-eight (48) days following the expiration of the Lease Term. In the event of termination of Landlord's interest in this Lease Agreement, Landlord shall transfer said Deposit to Landlord's successor in interest.

At the end of the Lease Term, Landlord shall inspect the Premises and prepare a checklist of damages, if any, and at Tenant's expense Landlord shall clean the carpeting; repaint smudged walls, replace damaged or soiled ceiling tile; replace light fixtures (including light bulbs); repair damages beyond normal wear and tear; unreturned keys (including mailbox keys); and generally, clean the Premises. Upon the termination of this Lease Agreement, whether such termination is voluntary or involuntary, Tenant agrees Landlord shall be entitled to deduct an amount equal to the actual expenses from the Deposit held by Landlord pursuant to this Article 5, and if the remaining balance of such Deposit is less than the related expenses, Tenant agrees to pay the difference to Landlord upon receipt of the billing statement therefor.

4.1 Deliveries Upon Lease Signing. Simultaneously with the execution of this Lease, Tenant shall deliver to Landlord the Security Deposit in the amount of **\$2,000.00** described in Section 4; together with a prepayment of Tenant's first full month of Rent in the amount of **\$1,988.00**

5. Use Of Premises. Tenant shall use the Leased Premises for purposes of general retail space, and for no other purpose whatsoever except with Landlord's written consent. Tenant shall not allow any accumulation of trash or debris on the Leased Premises or within any portion of the Area. No material may be stored outside the Leased Premises, unless first approved by Landlord in writing, and then in only such areas as Landlord designates. Tenant shall not commit or suffer any waste on the Leased Premises nor shall Tenant permit any nuisance to be maintained on the Leased Premises or permit any disorderly conduct or other activity having a tendency to annoy or disturb any occupants of any part of the Area or any adjoining property. The use and occupation by Tenant of the Leased Premises shall include use of the Common Areas in common with others entitled thereto, including but not limited to, employees' parking areas, service roads, loading facilities, sidewalks, customer car parking areas, and other facilities as may be designated from time to time by Landlord, subject, however, to the terms and conditions of this Lease and to reasonable rules and regulations for the use thereof prescribed from time to time by Landlord. However, the areas, roads and facilities described herein shall not be deemed to be a portion of the Leased Premises in any manner whatsoever.

6. **Tenant's Pro Rata Share; Reconciliation; Review Period.**

6.1. Tenant's Pro Rata Share. As used in the Lease, "Tenant's Pro Rata Share" is defined as the ratio of the total number of square feet in the Leased Premises to the total number of leasable square feet in the Buildings. At the time of the execution of this Lease, the total number of leasable square feet is **28,943**. Tenant's Pro Rata Share is **4.58%** but may change from time to time if the leasable square footage in the Buildings increases or decreases.

At the time of the execution of this Lease, it is estimated that Tenant's Pro Rata Share of Common Area charges, taxes, insurance, and Common Use Utilities, collectively "Operating Expenses"), and as set forth more specifically in Section 8.1, Section 9.1, Section 10.3 and Section

Tenant's Initials: AVH

Landlord's Initials: CA

16, is **\$8,588.00** annually, which is subject to change as set forth more specifically herein. This amount will be collected monthly at a rate of **\$716.00** due at the same time, and under the same conditions as the monthly Base Rent.

6.2 Reconciliation Statement. By February 1st of each calendar year, Landlord shall provide to Tenant a statement (the "Expense Statement") setting forth the total Operating Expenses for the prior calendar year and Tenant's share thereof calculated according to Section 7.1 above. If Tenant has paid less than Tenant's Pro Rata Share for the prior year, Tenant shall pay the deficiency to Landlord with the next payment of Monthly Base Rent; if Tenant has paid in excess of Tenant's Pro Rata Share for the prior year, Landlord shall forthwith refund said excess to Tenant.

6.3 Operating Expense Audit. If Tenant reasonably believes that any Expense Statement includes charges that are not permitted pursuant to this Section 7 or contains an error, in calculation or otherwise, then within thirty (30) days of receipt of such Expense Statement ("Review Period"), Tenant shall have the right to notify Landlord that it wishes to employ an independent certified public accountant reasonably acceptable to Landlord to inspect and review Landlord's books and records relating to the objections raised in Tenant's notification. If Tenant elects to employ such accountant, Tenant shall notify Landlord of such decision, deliver to Landlord a confidentiality and nondisclosure agreement satisfactory to Landlord executed by such accountant, and provide Landlord not less than thirty (30) days notice of the date on which the accountant desires to examine Landlord's books and records during regular business hours. Tenant shall cause the results of such review, including the review report, to be communicated in writing to Landlord, no later than fifteen (15) days after accountant's inspection. If such review shows that the amount paid by Tenant to Landlord on account of demonstrated errors in such charges exceeded the amounts to which Landlord was entitled hereunder, Landlord shall credit the amount of such excess against the next installment of Monthly Base Rent due and payable hereunder after the date Landlord are notified in writing of the error. If such review shows that the amounts paid by Tenant to Landlord on account of demonstrated errors in such charges were less than the amounts to which Landlord were entitled hereunder, Tenant shall pay to Landlord the amount of such shortfall within thirty (30) days of the date Tenant is notified of the error. All costs and expenses of any such review shall be paid by Tenant, except if such review discloses that the amounts paid by Tenant to Landlord as a result of demonstrated errors exceeded the amounts to which Landlord was entitled by more than five percent (5%), in which event Landlord shall promptly reimburse Tenant for the reasonable costs and expenses incurred in such review. Any review performed pursuant to the terms of this section shall be conducted only by an independent certified public accountant reasonably acceptable to Landlord.

Tenant's failure to notify Landlord of any objection to a given Expense Statement within the Review Period shall be deemed to be approval by Tenant of such Expense Statement and thereafter Tenant shall have no further right to object to or review any matter reflected thereon.

7. Utilities.

7.1. Common Use Utilities. Tenant shall pay to Landlord on the first day of each month, one-twelfth of Tenant's Pro Rata Share of the estimated cost of sewer service, water, heat, gas, electric, trash, and any other utility service that is for the benefit of multiple tenants and is not

Tenant's Initials: AVH

Landlord's Initials: CA

separately metered ("Common Use Utilities"). Payment shall be made on the first day of each month as additional rent. Tenant's Pro Rata Share shall be subject to change from time to time, as and when the cost of such Common Use Utilities increases or decreases, or Tenant's Pro Rata Share changes. If the first and last years of the Lease Term are not calendar years, the obligations of Tenant hereunder shall be prorated for the number of days during the calendar year that this Lease is in effect. Landlord shall each year determine Tenant's Pro Rata Share of such Common Use Utilities for the prior year. If Tenant has paid less than Tenant's Pro Rata Share for the prior year, Tenant shall pay the deficiency to Landlord with the next payment of Monthly Base Rent; if Tenant has paid in excess of Tenant's Pro Rata Share for the prior year, Landlord shall forthwith refund said excess to Tenant.

7.2. **Tenant Exclusive Use Utilities.** Tenant shall be solely responsible for and promptly pay all charges for telephone, Internet, television, cable, and any other utility service used or consumed on the Leased Premises that is otherwise not a Common Use Utility. Tenant shall arrange with all appropriate utility companies to have such accounts placed in its name, pay the utilities used on the Leased Premises and to have the same billed to Tenant at the address designated by Tenant. In no event shall Landlord be liable for any interruption or failure in the supply of any such utility to the Leased Premises.

If any utility company serving the Leased Premises determines that an additional service, impact fee, and/or assessment, or any other type of payment or penalty is necessary due to Tenant's use and occupancy of the Tenant's Suite, nature of operation and/or consumption of utilities, said expense shall be borne solely by Tenant. Said expense shall be paid promptly, and any repairs or modifications requested by the utility company shall be performed by Tenant immediately and without any delay.

7.3 **Utility Interruption.** Landlord shall not be liable to Tenant for interruption in or curtailment or any utility service, for any reason, including without limitation, a government-imposed restriction, utility blackout, manmade or natural emergency, severe weather event, or usage overload on the applicable electrical grid, nor shall any such interruption or curtailment constitute a constructive eviction or grounds for any rental abatement whatsoever, in whole or in part.

8. **Taxes.**

8.1. **Real Property Taxes and Assessments.** Tenant shall pay to Landlord on the first day of each month, one-twelfth of Tenant's Pro Rata Share of all estimated real estate taxes and general and special assessments, as additional rent. If the first and last years of the Lease Term are not calendar years, the obligations of Tenant hereunder shall be prorated for the number of days during the calendar year that this Lease is in effect. Landlord shall each year determine Tenant's Pro Rata Share of taxes and assessments for the prior year. If Tenant has paid less than Tenant's Pro Rata Share for the prior year, Tenant shall pay the deficiency to Landlord with the next payment of Monthly Base Rent; if Tenant has paid in excess of Tenant's Pro Rata Share for the prior year, Landlord shall forthwith refund said excess to Tenant.

8.2. **Personal Property Taxes.** Tenant shall be responsible for, and shall pay promptly when due, any and all taxes and assessments levied or assessed against any furniture, fixtures,

Tenant's Initials: AVH

Landlord's Initials: CA

equipment and items of a similar nature that Tenant installs or locates in or about the Leased Premises.

8.3. **Other Tax.** If a special tax, head tax, charge or other assessment is imposed or levied upon the rents paid or payable hereunder or upon the right of Landlord to receive rents hereunder (other than to the extent that such rents are included as a part of Landlord's income for the purpose of an income tax), Tenant shall reimburse Landlord for the amount of such tax within fifteen (15) days after Landlord makes demand therefor upon Tenant.

9. **Insurance.**

9.1. **Landlord.** Landlord shall procure and maintain such fire and extended coverage, loss of rents and liability insurance for the Area and the Building as it deems proper and appropriate from time to time. Such insurance shall not cover any of Tenant's property, and Tenant shall have no interest in any of the proceeds of such insurance. Landlord shall not be required to procure any insurance for Tenant's benefit.

9.2. **Tenant's Insurance.** Tenant shall, at its sole cost and expense, insure on a full replacement cost basis all of Tenant's property located in the Leased Premises, including inventory, fixtures, leasehold improvements and contents, against loss resulting from fire or other casualty. Tenant shall procure, pay for, and maintain comprehensive public liability insurance providing coverage from and against any loss or damage occasioned by an accident or casualty on, about or adjacent to the Leased Premises. Said liability policy shall be written on an "occurrence basis" with limits of not less than \$1,000,000 bodily injury liability coverage and \$1,000,000 property damage liability coverage with an annual General Aggregate of \$2,000,000. Tenant shall procure, pay for, and maintain Worker's Compensation Insurance for all employees in accordance with State of Colorado statutory amounts. All insurance policies carried by Tenant shall (i) be issued by insurance companies authorized to do business in the State of Colorado, with a then current AM Best (or if it no longer exists, a comparable rating service) general policy holder's rating of "A" or better and financial size category of Class XII or higher and otherwise reasonably satisfactory to Landlord; (ii) designate, as additional named insureds, Landlord, Landlord's managing agent Old Town Mead, LLC ("Manager"), Landlord's mortgagee(s) and any other parties designated by Landlord; (iii) be written as primary policy coverage and not contributing with or in excess of any coverage that Landlord may carry; (iv) provide for thirty (30) days' prior written notice to Landlord of any cancellation or other expiration of such policy; and (v) contain contractual liability coverage insuring performance by Tenant of the indemnity provisions of this Lease. In addition, all property damage insurance policies shall either permit or contain an express waiver of any right of recovery (by subrogation or otherwise) by the insurance company against Landlord and Landlord's mortgagees. Certificates for such insurance shall be delivered to Landlord upon execution of this Lease, and on an annual basis thereafter.

9.3. **Tenant's Share of Landlord Insurance.** Tenant shall pay to Landlord on the first day of each month, one-twelfth of Tenant's Pro Rata Share of the estimated cost of insurance secured by Landlord pursuant to this Article. Payment shall be made on the first day of each month as additional rent. Tenant's Pro Rata Share shall be subject to change from time to time, as and when the cost of such insurance increases or decreases, or Tenant's Pro Rata Share changes. If the first and last years of the Lease Term are not calendar years, the obligations of Tenant

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hereunder shall be prorated for the number of days during the calendar year that this Lease is in effect. Landlord shall each year determine Tenant's Pro Rata Share of such insurance for the prior year. If Tenant has paid less than Tenant's Pro Rata Share for the prior year, Tenant shall pay the deficiency to Landlord with the next payment of Monthly Base Rent; if Tenant has paid in excess of Tenant's Pro Rata Share for the prior year, Landlord shall forthwith refund said excess to Tenant.

9.4. **Mutual Subrogation Waiver.** Landlord and Tenant hereby grant to each other, on behalf of any insurer providing fire and extended coverage to either of them covering the Leased Premises, Tenant's Suite, Area or other improvements thereon or contents thereof, a waiver of any right of subrogation any such insurer of one party may acquire against the other or as against Landlord or Tenant by virtue of payment of any loss under such insurance. Such a waiver shall be effective so long as Landlord and Tenant are empowered to grant such waiver under the terms of their respective insurance policy or policies, and such waiver shall stand mutually terminated as of the date either Landlord or Tenant gives notice to the other that the power to grant such waiver has been so terminated.

10. **Trash Removal.** Tenant shall be entitled to reasonable and customary use of the trash removal services provided in common to the buildings' tenants which cost is included in the Common Area

11. **Maintenance Obligations of Landlord.** Except as otherwise specifically provided for herein, Landlord shall keep and maintain the roof, foundation, elevators, common bathrooms, external walls, glass, doors and parking areas, of the buildings in good repair and condition. Tenant shall be solely responsible to repair and pay for any damage to the roof, foundation, elevators, common bathrooms, external walls caused by Tenant's action, negligence or fault.

12. **Maintenance Obligations of Tenant.** Subject only to the maintenance obligations of Landlord as specifically provided for herein, Tenant shall, during the entire Lease Term, including all extensions thereof, at Tenant's sole cost and expense, keep and maintain the Leased Premises, in good condition and repair, including but not limited to the following:

12.1. **Heating and Air Conditioning Systems.** Tenant shall maintain the heating and air conditioning systems for the Leased Premises in good working condition. Tenant shall contract and pay for the normal maintenance of the heating and air conditioning systems, through a service company acceptable to Landlord. Landlord reserves the right to contract for HVAC maintenance, and include such costs in the Operating Expenses charged to Tenant, if the HVAC system services the Leased Premises as well as other portions of the Buildings. Landlord reserve the right, but does not have the affirmative obligation, to allocate certain the HVAC expense to tenants of one building, and not tenants of the other buildings located in the Area, if Landlord deem it equitable to make such an allocation in its sole and subjective discretion.

12.2. **Electrical Systems.** Tenant shall maintain the electrical systems in good working order and make all required repairs and replacements. Tenant has inspected the existing electrical systems and acknowledges that all such systems are in good repair and working order. Tenant shall be responsible for replacing light bulbs and other small items, in any event.

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12.3. **Plumbing Systems.** Tenant agrees to maintain the plumbing systems in good working order and make all required repairs or replacements. Tenant shall not clog or obstruct the plumbing fixtures or pipes with any foreign or inappropriate object and shall be liable for all costs arising therefrom.

12.4. **Tenant's Responsibility.** Tenant shall be responsible for all repairs on the Leased Premises that become necessary due to the intentional or negligent action or inaction of Tenant, Tenant's employees, or Tenant's customers or other invitees. Tenant shall also be responsible for any repairs or replacements elsewhere in the Building or Area that become necessary due to the intentional or negligent action or inaction of Tenant, Tenant's employees, or Tenant's customers and other invitees. Such responsibility shall supersede any responsibility undertaken by Landlord in this Lease.

12.5. **Liability for Overload.** Tenant shall not overload the floors of any part of the Leased Premises and shall be responsible for the repair or replacement of any damage to the Leased Premises, the Building or the Area which result from such overloading by Tenant or Tenant's movement of heavy articles therein or thereon.

12.6. **Fire Extinguishers.** Tenant shall annually inspect fire extinguishers located on the Leased Premises and replace any non-functioning extinguishers.

13. **Tenant's Failure to Maintain Premises.** Should Tenant neglect to keep and maintain the Leased Premises as required herein, Landlord shall have the right, but not the obligation, to have the work done. All reasonable costs plus a ten percent (10%) overhead charge therefor shall be charged to Tenant as additional rental, payable with the rental next due.

14. **Inspection of the Leased Premises** - "As Is" Condition. Tenant has inspected the Leased Premises, Building and Area and accepts them in the condition that they exist as of the date of this Lease, including, but not limited to, all mechanical, plumbing and electrical systems and the condition of the interior and exterior of the Buildings.

15. **Common Area Maintenance.** Tenant shall pay Tenant's Pro Rata Share of the total costs incurred for the operation, maintenance and repair of the Common Areas. Such expenses include, but are not limited to, removal of snow; utilities for common lighting and signs; insurance; security to protect and secure the Buildings and the Area; all common utilities, including water to maintain landscaping; replanting in order to maintain the appearance of landscaped areas; Common Area janitorial; reserves for maintenance, repair and replacement, and capital improvements; supplies; the cost of personnel to implement such services; the cost of property management services that Landlord may retain time to time; and, Ten (10.0%) percent of all such operational maintenance and repair costs to cover Landlord's administrative and overhead costs. These costs shall be estimated on an annual basis by Landlord and shall be adjusted upward or downward depending on the actual costs for the preceding twelve months. If the actual costs are greater than the estimated costs, Tenant shall pay the difference between the estimated costs and Tenant's Pro Rata Share of the actual costs to Landlord with the next payment of Monthly Base Rent. If the actual costs are less than the estimated cost, Landlord shall forthwith refund the amount of Tenant's excess payment to Tenant.

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Landlord reserves the right, but does not have the affirmative obligation, to allocate certain Common Area expenses to tenants of one building, and not tenants of the other buildings located in the Area, if Landlord deems it equitable to make such an allocation in its sole and subjective discretion.

16. **Laws And Regulations.** Tenant shall, at its sole cost and expense, comply with all laws and regulations of any governmental entity, board, commission or agency having jurisdiction over the Leased Premises. Tenant agrees not to install any electrical equipment that overloads any electrical paneling, circuitry or wiring and further agrees to comply with the requirements of the insurance underwriter or any governmental authorities having jurisdiction thereof.

17. **Landlord's Rules and Regulations; Condominium Documents.** Landlord reserves the right to adopt and promulgate rules and regulations applicable to the Leased Premises, Buildings, and Area, including parking areas, and from time to time amend or supplement said rules or regulations. Notice of such rules and regulations and amendments and supplements thereto shall be given to Tenant, and Tenant agrees to comply with and observe such rules and regulations and amendments and supplements thereto.

18. **Parking.** The parking located in the Area shall be for the benefit of all tenants of the Buildings, together with their employees, guests and invitees. Tenant will have non-exclusive use of all parking spaces in the parking lot immediately to the East and South of the Building of the Leased Premises. Landlord shall have no liability for damage to motor vehicles of Tenant or Tenant's invitees, employees, or invitees, or from loss of property from within such motor vehicles while parked in the parking lot. Landlord has the right to establish reasonable rules and regulations and to enforce against such rules and regulations against all users of the Parking Lot.

19. **Control of Common Areas.** All Common Areas shall at all times be subject to the exclusive control and management of Landlord.

20. **Signage.**

Tenant will be permitted to install and maintain signage identifying Tenant's business ("**Signs**") on the facade of the Leased Premises, to be located in an area acceptable to Landlord. Tenant shall engage a sign company acceptable to Landlord, in Landlord's reasonable discretion, to manage the creation of the Signs, including design, fabrication, materials, and installation. Landlord shall approve the final plans and specifications for such Signs, prior to installation, including, without limitation, the general size, dimensions, method of attachment and appearance of the Signs.

It shall be Tenant's responsibility, at Tenant's sole cost and expense to: (i) obtain all requisite approvals from any governmental authorities having jurisdiction over such Signs, including, without limitation, all requisite approvals from applicable governmental authorities, (ii) install the Signs on the area of the Leased Premises approved by Landlord and pursuant to installation techniques approved by Landlord and compliant with applicable governmental laws, rules, codes, and regulations (iii) maintain the Signs in a state of good working order, condition and repair, and (iv) remove the Signs from the Leased Premises and restore the applicable areas of the Leased Premises to their original condition existing prior to installation of such Signs, upon expiration or earlier termination of the Lease. The Signs may not be modified or changed during the term of this

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Lease without the prior written approval of Landlord, which shall not be unreasonably withheld, conditioned or delayed. No other sign of any type or description shall be erected or placed in or about the Leased Premises except those signs submitted to Landlord in writing and expressly approved by Landlord in writing.

21. **Inspection of and Right of Entry to Leased Premises - Regular, Emergency, Reletting.** Landlord and Landlord's agents and employees may enter and inspect the Leased Premises during regular business hours with a 24-hour prior notice; may show it to prospective purchasers or lenders; or may make such repairs, alterations, improvements or additions as Landlord deem necessary. Landlord and Landlord's agents and employees may also enter the Leased Premises at any hour, if an emergency exists or reasonably appears to exist. Landlord shall be allowed to take all materials into and upon the Leased Premises that may be required therefor, without constituting an eviction of Tenant in whole or in part, and the rent reserved shall in no way abate while such repairs, alterations, improvements or additions are being made, by reason of loss or interruption of business of Tenant or otherwise. During the six months prior to the expiration of the term of this Lease or any renewal thereof, Landlord may exhibit the Leased Premises to prospective tenants and may place upon the Leased Premises the usual notices indicating that the Leased Premises are for lease. Landlord may advertise the Leased Premises for sale at any time.

22. **Alteration-Changes and Additions-Responsibility.** Unless Landlord's approval is first secured in writing, Tenant shall not install or erect inside partitions, add to existing electric power service, add telephone outlets, add light fixtures, install additional heating and/or air conditioning equipment or fixtures or make any other changes or alterations to the interior or exterior of the Leased Premises. Any such changes or alterations shall be made at the sole cost and expense of Tenant. At the end of this Lease, all such fixtures, equipment, additions, changes and/or alterations (except trade fixtures installed by Tenant) shall be and remain the property of Landlord; provided however, Landlord shall have the option to require Tenant to remove any or all such fixtures, equipment, additions or alterations and restore the Leased Premises to the condition existing immediately prior to such change or installation, normal wear and tear excepted, all at Tenant's cost and expense. All such work shall be done in a good and workmanlike manner and shall consist of new materials unless Landlord otherwise agree. Any and all repairs, changes and/or modifications thereto shall be the responsibility and at the cost of Tenant. Landlord may require adequate security from Tenant assuring no mechanic's liens on account of work done on the Leased Premises by Tenant and may post the Leased Premises, or take such other action as is then permitted by law, to protect Landlord and the Leased Premises against mechanic's liens. Landlord may also require adequate security to assure Landlord that the Leased Premises will be restored to their original condition upon termination of this Lease.

23. **Landlord's Right to Make Changes and Additions.** Landlord reserves the right to make alterations or additions to the Buildings or Area at any time. Landlord also reserve the right to construct other buildings and/or improvements in the Area and to make alterations or additions thereto, all as Landlord shall determine. Easements for light and air are not included in the leasing of the Leased Premises to Tenant. Landlord further reserves the exclusive right to the roof of the Building of which the Leased Premises are a part. Landlord also reserves the right at any time to relocate, vary and adjust the size of any of the improvements or Common Areas, PROVIDED, HOWEVER, that all such changes shall be in compliance with the requirements of governmental authorities having jurisdiction over the Area.

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24. **Damage or Destruction of Leased Premises.** If the Leased Premises or the Building are totally destroyed by fire or other casualty or so badly damaged that, in the opinion of Landlord, it is not feasible to repair or rebuild same, Landlord shall have the right to terminate this Lease upon written notice to Tenant. Such notice shall be given within 75 days after such fire or other casualty occurs. If the Leased Premises are partially damaged by fire or other casualty, not caused by Tenant's negligence, and are not rendered untenable thereby, as determined by Landlord, an appropriate reduction of the rent shall be allowed until repair thereof shall be substantially completed. Landlord shall undertake and complete such repairs with due diligence; if such repairs are not completed within 150 days after the fire or other casualty, Tenant may terminate this Lease by giving written notice of termination to Landlord at any time prior to the completion of such work.

25. **Condemnation Taking.** If the entire Leased Premises is taken for quasi-public purposes by any governmental entity or other entity having the power of condemnation, this Lease shall terminate as of the date that legal title to the Leased Premises vests in the condemning authority or the date such authority takes possession of the Leased Premises, whichever is earlier. If only a portion of the Leased Premises is so taken, Landlord may either terminate this Lease as of the date title or possession is transferred as set forth above, whichever is earlier, or continue this Lease in effect, in which event the Monthly Base Rent and Tenant's Pro Rata Share of taxes, insurance, and common area charges shall be equitably adjusted.

In either a total or partial condemnation, Landlord shall have the exclusive right to any award made by the condemning authority, and Tenant hereby waives and relinquishes any and all claim Tenant may have against such award and all other claims for compensation or damages against Landlord arising from such condemnation.

26. **Assignment or Subletting.** Tenant may not assign this Lease or sublet the Leased Premises or any part thereof, without the written consent of Landlord, which consent shall not be unreasonably withheld. No such assignment or subletting, if approved by Landlord, shall relieve Tenant of any of its obligations hereunder, and the performance or nonperformance of any of the covenants herein contained by subtenants shall be considered as the performance or the nonperformance by Tenant. Landlord may charge Tenant an assignment/subletting fee in the amount of 25% of Monthly Base Rent for administrative charges associated with the proposed assignment or sublease, along with other costs reasonably incurred by Landlord, including but not limited to attorney's fees.

27. **Access.** Landlord shall provide Tenant nonexclusive access to the Leased Premises through and across land and/or other improvements owned by Landlord. Landlord shall have the right, during the term of this Lease, to designate, and to change, such nonexclusive access.

28. **Subordination.** Tenant agrees that this Lease shall be subordinate to any mortgage, trust deed or ground lease that may now exist or which may hereafter be placed upon the Leased Premises and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof. Tenant shall execute and deliver whatever instruments may be required for the above purposes, and if it fails to do so within ten (10) days after demand in writing, does hereby make, constitute and irrevocably appoint Landlord as its attorney-in-fact and in its name, place and stead so to do. In the event of the sale or assignment of

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Landlord's interest in the Area or in the building or in the event of any proceedings brought for the foreclosure of or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Leased Premises, Tenant shall attorn to the purchaser and recognize such purchaser as Landlord's under this Lease.

29. **Easements.** Landlord shall have the right to grant any easement on, over, under and above the Area for such purposes as Landlord determines, provided that such easements do not materially interfere with Tenant's occupancy and use of the Leased Premises.

30. **Hold Harmless and Indemnification Agreement.** Tenant shall indemnify and hold Landlord and Manager harmless from and against any and all claims, losses, expenses, costs, judgments, and/or demands, including court costs and attorney's fees, suffered or incurred by Landlord, arising from activities of Tenant on the Leased Premises or in the Tenant's Suite or in the Area or on account of any operation or action by Tenant and from and against all claims arising from any breach or default on the part of Tenant or any act of negligence of Tenant, its agents, contractors, servants, employees, licensees, or invitees; or any accident, injury or death of any person or damage to any property in or about the Leased Premises, the Tenant's Suite or the Area unless caused by the negligence of the Landlord, Manager, their agents, contractors, servants, employees, licensees, or invitees. Tenant's obligations under this Article shall survive any termination of this Lease.

Landlord shall indemnify and hold Tenant harmless from and against any and all claims, losses, expenses, costs, judgments, and/or demands, including court costs and attorney's fees, suffered or incurred by Tenant, arising from activities of Landlord on the Leased Premises or in the Tenant's Suite or in the Area or on account of any operation or action by Landlord and from and against all claims arising from any breach or default on the part of Landlord or any act of negligence of Landlord, its agents, contractors, servants, employees, licensees, or invitees; or any accident, injury or death of any person or damage to any property in or about the Leased Premises, the Tenant's Suite or the Area unless caused by the negligence of the Tenant, its agents, contractors, servants, employees, licensees, or invitees. Landlord's obligations under this Article shall survive any termination of this Lease.

31. **Acts or Omission of Others.** Landlord, its employees and agents, shall not be responsible or liable to Tenant or to Tenant's guests, invitees, employees, agents or any other person or entity, for any loss or damage that may be caused by the acts or omissions of other tenants, their guests or invitees, occupying any other part of the Tenant's Suite or the Area or by persons who are trespassers on or in the Tenant's Suite or the Area, or for any loss or damage caused by resulting from the bursting, stoppage, backing up or leaking of water, gas, electricity or sewers or caused in any other manner whatsoever.

32. **Interest on Past Due Obligations.** Any amount due to Landlord not paid after Thirty Days (30 days) when due shall bear interest at two (2%) percent per month from due date until paid. Payment of such interest shall not excuse or cure any default by Tenant under this Lease.

33. **Late Charge.** Tenant's failure to make rental payments promptly may cause Landlord to incur unanticipated costs. The amount of such costs are difficult to ascertain, and

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therefore on any payment not made within seven (7) days after it is due Tenant shall pay Landlord a late charge equal to ten percent (10%) of the overdue amount. The parties agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of such late payment.

34. **Holding Over - Double Last Month's Rent.** If Tenant remains in possession of the Leased Premises after the termination of this Lease, whether by expiration of the lease term or otherwise, without a written agreement as to such possession, Tenant shall be deemed a month-to-month tenant. The Monthly Base Rent during such holdover tenancy shall be double the Monthly Base Rent paid for the last month of tenancy under this Lease, excluding any free rent concessions which may have been made for the last month of the Lease. No holding over by Tenant shall operate to renew or extend this Lease without the written consent of Landlord to such renewal or extension having been first obtained. Tenant shall indemnify Landlord against loss or liability resulting from the delay by Tenant in surrendering possession of the Leased Premises including, without limitation, any claims made with regard to any succeeding occupancy bounded by such holdover period. Tenant's obligations under this Article shall survive any termination of this Lease.

35. **Modification or Extensions.** No modification or extension of this Lease shall be binding upon the parties hereto unless in writing and signed by the parties hereto.

36. **Status Statement.** If Landlord requests, Tenant agrees to execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same are in full force and effect as modified and stating the modifications); Tenant has accepted and occupied the Leased Premises; Tenant has not paid rent in advance; Tenant is not aware of any prior assignment of this Lease by Landlord; Tenant has no offsets against the rent or claims against Landlord; amount of the total monthly rent then being paid by Tenant hereunder; and, the date to which rent and other charges have been paid.

37. **Notice.** All notices, demands and requests which may be or are required to be given by either party to the other shall be in writing. Those given to Tenant shall be properly given if served on Tenant or an employee of Tenant, posted on the Leased Premises, or sent to Tenant by United States registered or certified mail, return receipt requested, properly sealed, stamped and addressed to Tenant at the address noted above, or at such other place as Tenant may from time to time designate in a written notice to Landlord. Those given to Landlord shall be properly given if personally served on Landlord or if sent to Landlord, United States registered or certified mail, return receipt requested, properly sealed, stamped and addressed to Landlord at the address noted above, or at such other place as Landlord may from time to time designate in a written notice to Tenant. Any notice given by mailing shall be effective as of the date of mailing.

38. **Memorandum of Lease - Notice to Mortgagee.** Landlord and Tenant agree not to place this Lease of record, but upon the request of either party to execute and acknowledge a recordable short form lease indicating the names and respective addresses of Landlord and Tenant; the Leased Premises; the commencement and termination dates of the Lease Term and options for renewal, if any, but omitting rent and other terms of this Lease. Tenant consents to Landlord's assignment of rents and of Landlord's interest in this Lease to a mortgagee, if the same be made by Landlord. Tenant further agrees, if requested to do so by Landlord, that it will give to said

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mortgagee a copy of any request for performance by Tenant to Landlord or notice of default given by Tenant to Landlord, and if Landlord fails to cure such default, Tenant will give said mortgagee a forty eight (48) day period in which to cure the same. Said period shall begin with the last day on which Landlord could cure such default before Tenant has the right to exercise any remedy by reason of such default. All notices to the mortgagee shall be sent by United States registered or certified mail, postage prepaid, return receipt requested.

39. **Controlling Law.** This Lease shall be construed consistently with the laws of the State of Colorado. Any dispute resulting in litigation hereunder shall be resolved in court proceedings instituted in Weld County and in no other jurisdiction.

40. **Landlord Not Partners With Tenant.** Nothing contained in this Lease shall be deemed to make Landlord's partners, agents, associates of or in joint venture with Tenant in the conduct of Tenant's business, it being expressly understood and agreed that the relationship between the parties hereto is and shall at all times remain solely that of landlord and tenant.

41. **Partial Invalidity.** If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, be ruled invalid or unenforceable to any extent, the remainder of this Lease or the application of such term, covenant or condition to persons and circumstances other than those to which it has been held invalid or unenforceable, shall not be affected thereby, and each term, covenant and condition of this Lease shall be valid and shall be enforced to the fullest extent permitted by law.

42. **Default – Remedies.**

42.1. **Late Charge.** The Monthly Base Rent plus Tenant's Pro Rata Share of taxes, insurance, and Common Area charges shall be due on the first day of each month. If said items have not been paid in full by first (1st) day of a month by 5PM, a late charge as provided herein shall be due and payable. The existence of such late charge shall not waive or release Landlord's right to declare Tenant in breach hereunder if such rent has not been paid in full by the first day of the month in which it is due.

42.2. **Breach/Default.** Upon breach of this Lease for failure to pay the rent (including Monthly Base Rent, Tenant's Pro Rata Share of taxes, insurance, and Common Area charges) in full or upon Tenant's failure to pay utilities or any other monetary item in full, when required hereunder, Landlord may give Tenant written notice specifying such breach and allowing ten (10) days for cure thereof. If Tenant fails to cure such breach within said grace period, by paying in full all amounts required to cure such breach (including, but not limited to, any late charge that may accrue during said grace period), Landlord may declare Tenant in default under this Lease.

If Tenant fails to timely perform any non-monetary obligation of this Lease, Landlord shall have the right to give written notice to Tenant specifying such breach and allowing fifteen (15) days thereafter for cure. Tenant may cure such breach by tendering performance in full as required hereunder during such grace period or, if such breach is of such a nature that it cannot be cured by diligent effort during such grace period, Tenant may cure its breach by undertaking a course of performance within such grace period and diligently pursuing it thereafter. If Tenant fails to cure its breach within said grace period, Landlord may declare Tenant in default hereunder.

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42.3. **Remedies.** If Tenant shall default in the payment of rent or in the keeping of any of the terms, covenants or conditions of this Lease to be kept and/or performed by Tenant, Landlord may immediately, or at any time thereafter, reenter the Leased Premises and remove all persons and property therefrom, without being liable for indictment, prosecution for damage therefor, or for forcible entry and detainer, and repossess and enjoy the Leased Premises, together with all additions thereto or alterations and improvements thereof. Landlord may, at its option, at any time and from time to time thereafter, relet the Leased Premises or any part thereof for the account of Tenant or otherwise, and receive and collect the rents therefore and apply the same first to the payment of such expenses as Landlord may have incurred in recovering possession and for putting the same in good order and condition for re-rental, and expense, commissions and charges paid by Landlord in reletting the Leased Premises. Any such reletting may be for the remainder of the term of this Lease or for a longer or shorter period. In lieu of reletting such Leased Premises, Landlord may occupy the same or cause the same to be occupied by others.

Upon default, whether or not the Leased Premises or any part thereof be relet, Landlord, at its election may accelerate the remaining rent and all other charges required to be paid by Tenant under the Lease until the end of the term of the Lease ("Accelerated Amount"). The Accelerated Amount shall be immediately due and payable by Tenant to Landlord.

Whether or not the Leased Premises or any part thereof be relet, Tenant shall pay Landlord the rent and all other charges required to be paid by Tenant up to the time of the expiration of this Lease or such recovery of possession, as the case may be, and thereafter, Tenant, if required by Landlord, shall pay to Landlord until the end of the term of this Lease, the equivalent of the amount of all rent reserved herein and all other charges required to be paid by Tenant, less the net amount received by Landlord for such reletting if any. Unless waived by written notice from Landlord to Tenant, no action taken by Landlord to obtain possession of the Leased Premises or to recover any amount due to Landlord hereunder shall be taken as a waiver of Landlord's right to require full and complete performance by Tenant of all terms hereof, including payment of all amounts due hereunder, or as an election by Landlord to terminate this Lease.

If the Leased Premises are re-occupied by Landlord pursuant hereto, and regardless of whether the Leased Premises shall be relet or possessed by Landlord, all fixtures, additions, furniture, and the like then on the Leased Premises may be retained by Landlord.

Notwithstanding any such reentry and repossession of the Lease Premises, Tenant shall remain liable for the full amount of rent and other sums due under the Lease for the balance of the Lease term. In the event of any violation or default under this Lease by Tenant, Tenant shall be required to pay all costs and expenses, including reasonable attorneys' fees incurred by Landlord in enforcing the terms hereof, whether or not litigation is commenced. Tenant and Guarantor shall be jointly and severally liable for any and all obligations arising under this Lease.

42.4. **Abandonment.** In the event Tenant is in default under the terms hereof and, by the sole determination of Landlord, has abandoned the Leased Premises, Landlord shall have the right to remove all Tenant's property from the Leased Premises and dispose of said property in such a manner as determined best by Landlord, at the sole cost and expense of Tenant and without liability of Landlord for the actions so taken.

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Landlord's Initials: CA

42.5. **Insolvency - Bankruptcy.** If Tenant makes an assignment of Tenant's business or property for the benefit of creditors, or, if Tenant's leasehold interest hereunder shall be levied upon by execution or seized by virtue of any writ of any court of law, or, if application be made for the appointment of a receiver for the business or property of Tenant, or, if a petition in bankruptcy shall be filed by or against Tenant, then and in any such case, at Landlord's option, with or without notice, Landlord may terminate this Lease and immediately retake possession of the Leased Premises without the same working any forfeiture of the obligations of Tenant hereunder.

42.6. **Other Remedies.** In addition to remedies granted Landlord by the terms hereof, Landlord shall have available any and all rights and remedies available under the statutes of the State of Colorado. No remedy herein or otherwise conferred upon or reserved to Landlord shall be considered exclusive of any other remedy but shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Further, all powers and remedies given by this Lease to Landlord may be exercised, from time to time, and as often as occasion may arise or as may be deemed expedient. No delay or omission of Landlord to exercise any right or power arising from any default shall impair any such right or power or shall be considered to be a waiver of any such default or acquiescence thereof. The acceptance of rent by Landlord shall not be deemed to be a waiver of any breach of any of the covenants herein contained or of any of the rights of Landlord to any remedies herein given.

43. **Tenant's Remedies.** Upon Landlord's breach of this Lease, Tenant shall have the right to give notice to Landlord specifying such breach and allowing fifteen (15) days thereafter for cure of such breach. If the breach is of such a nature that it cannot be cured by diligent effort during such grace period, Landlord may cure its breach by undertaking a course of performance within such grace period and diligently pursuing it thereafter. If Landlord fails to cure its breach within said grace period, Tenant may pursue all remedies available to Tenant at law or in equity; PROVIDED, HOWEVER, that all rent (including Monthly Base Rent, plus Tenant's Pro Rata Share of taxes, insurance, and Common Area charges), and payment of all other monetary obligations required of Tenant by this Lease shall be due and payable without deduction or setoff.

44. **Legal Proceedings - Responsibilities.** In the event of breach or default by either party, the other party shall be entitled to recover all costs and expenses of enforcement, including reasonable attorney's fees, whether or not litigation is actually commenced. In the event of proceeding at law or in equity by either party hereto, the defaulting party shall pay all costs and expenses, including all reasonable attorney's fees incurred by the non-defaulting party in pursuing such remedy, if such non-defaulting party is awarded substantially the relief requested.

45. **Administrative Charges.** In the event any check, bank draft or negotiable instrument given for any money payment hereunder shall be dishonored at any time and from time to time, for any reason whatsoever, Landlord shall be entitled, in addition to any other remedy that may be available (1) to make an administrative charge of \$100.00 or three times the face value of the check, bank draft or negotiable instrument, whichever is smaller, and (2) at Landlord's sole option, to require Tenant to make all future rental payments in cash or cashier's check.

46. **Hazardous Materials and Environmental Considerations.**

Tenant's Initials: AVH

Landlord's Initials: CA

46.1. Tenant covenants and agrees that Tenant and its agents, employees, contractors and invitees shall comply with all Hazardous Materials Laws (as hereinafter defined). Without limiting the foregoing, Tenant covenants and agrees that it will not use, generate, store or dispose of, nor permit the use, generation, storage or disposal of Hazardous Materials (as hereinafter defined) on, under or about the Leased Premises, or will it transport or permit the transportation of Hazardous Materials to or from the Leased Premises, except in full compliance with any applicable Hazardous Materials Laws. Any Hazardous Materials located on the Leased Premises shall be handled in an appropriately controlled environment which shall include the use of such equipment (at Tenant's expense) as is necessary to meet or exceed standards imposed by any Hazardous Materials Laws and in such a way as not to interfere with any other tenant's use of its premises. Upon breach of any covenant contained herein, Tenant shall, at Tenant's sole expense, cure such breach by taking all action prescribed by any applicable Hazardous Materials Laws or by any governmental authority with jurisdiction over such matters.

46.2. Tenant shall inform Landlord at any time of (i) any Hazardous Materials it intends to use, generate, handle, store or dispose of, on or about or transport from, the Leased Premises and (ii) of Tenant's discovery of any event or condition which constitutes a violation of any applicable Hazardous Materials Laws. Tenant shall provide to Landlord copies of all communications to or from any governmental authority or any other party relating to Hazardous Materials affecting the Leased Premises.

46.3. Tenant shall indemnify and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, expenses or losses (including, without limitation, diminution on value of the Leased Premises, damages for loss or restriction on use of all or part of the Leased Premises, sums paid in settlement of claims, investigation of site conditions, or any cleanup, removal or restoration work required by any federal, state or local governmental agency, attorney's fees, consultant fees and expert fees) which arise as a result of or in connection with any breach of the foregoing covenants or any other violation contained herein shall also accrue to the benefit of the employees, agents, officers, directors and/or partners of Landlord. Tenant's obligations under this Article 46.3 shall survive any termination of this Lease.

46.4. If the Premises or the Project become contaminated in any manner for which Tenant is legally liable or otherwise become affected by any release or discharge of a Hazardous Substance, Tenant shall immediately notify Landlord of the release or discharge of the Hazardous Substance, and Tenant shall indemnify, defend and hold harmless Landlord from and against any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, a decrease in value of the Project or the Premises, damages caused by loss or restriction of rentable or usable space, or any damages caused by adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees and expenses, consultant fees and expert fees) arising during or after the Term of this Lease and arising as a result of such contamination, release or discharge. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal or restoration mandated by federal, state or local agency or political subdivision. This provision of this **subparagraph 46.4** shall survive termination of this Lease.

46.5. Upon termination of this Lease and/or vacation of the Leased Premises, Tenant shall properly remove all Hazardous Materials. Landlord shall grant to Tenant and its agents or

Tenant's Initials: AVH

Landlord's Initials: CA

contractors such access to the Leased Premises as is necessary to accomplish such removal. Landlord may require Tenant, in its reasonable discretion, and at Tenant's expense, to complete an environmental audit by a duly qualified firm to ensure that the Leased Premises are free from Hazardous Materials and in compliance with all applicable regulations. Tenant's obligations under this Article 47 shall survive any termination of this Lease.

46.6. **"Hazardous Materials"** shall mean (a) any chemical, material, substance or pollutant which poses a hazard to the Leased Premises or to persons on or about the Leased Premises or would cause a violation of or is regulated by any Hazardous Materials Laws, and (b) any chemical, material or substance defined as or included in the definitions of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous waste", "restricted hazardous waste", "toxic substances", "regulated substances", or words of similar import under any applicable federal, state or local law or under the regulations adopted or publications promulgated pursuant thereto, including, but not limited to, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, as amended 49 U.S.C. Sec. 1801, et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Sec. 6901, et seq.; the Solid Waste Disposal Act, 42 U.S.C. Section 6991 et seq.; the Federal Water pollution Control Act, as amended, 33 U.S.C. Section 1251, et seq.; and Sections 15-15-101, et seq.; 25-16-101, et seq.; 25-7-101, et seq.; and 25-8-101 et seq.; of the Colorado Revised Statutes. "Hazardous Materials Laws" shall mean any federal, state or local laws, ordinances, rules, regulations, or policies (including, but not limited to, those laws specified above) relating to the environmental, health and safety or the use, handling, transportation, production, disposal, discharge or storage of Hazardous Materials, or to industrial hygiene or the environmental conditions on, under or about the Leased Premises. Said term shall be deemed to include all such laws as are now in effect or as hereafter amended and all other such laws as may hereafter be enacted or adopted during the term of this Lease.

46.7. **Floor Covering/Protection:** Tenant agrees to paint the concrete floor with an appropriate, protective paint that will not let any hazardous materials soak into the concrete floor. Tenant also agrees to use a solid metal pan under the oil containers to capture any leakage from the oil containers.

Landlord acknowledges that Tenant shall have no liability or responsibility for any Hazardous Material located on the Leased Premises prior to Tenant's taking possession hereunder. Landlord acknowledges and agrees that all costs and liabilities of dealing with any such pre-existing Hazardous Material shall be the sole responsibility of Landlord, who shall hold Tenant harmless therefrom. Landlord's obligations under this Article shall survive any termination of this Lease.

47. **Entire Agreement.** It is expressly understood and agreed by and between the parties hereto that this Lease sets forth all the promises, agreements, conditions, and understandings between Landlord and/or his agents and Tenant relative to the Leased Premises and that there are no promises, agreements, conditions, or understandings either oral or written, between them or other than are herein set forth.

Tenant's Initials: AVH

Landlord's Initials: CA

48. **Guarantee and Financial Statements.** This Lease and Tenant's performance hereunder shall be personally guaranteed by the execution of a Guarantee Agreement in the form attached hereto and incorporated herein by reference. A current financial statement of Tenant and of any parties so guaranteeing this Lease shall be provided to Landlord upon execution hereof and annually thereafter, if so requested by Landlord.

49. **Schedules Attached.** This Lease includes various Schedules, which are incorporated herein and made a part of this Lease.

50. **Miscellaneous.** All marginal notations and paragraph headings are for purposes of reference and shall not affect the true meaning and intent of the terms hereof. Throughout this Lease, wherever the words "Landlord" and "Tenant" are used, they shall include and imply to the singular, plural, persons both male and female, companies, partnerships and corporations, and in reading said Lease, the necessary grammatical changes required to make the provisions hereof mean and apply as aforesaid shall be made in the same manner as though originally included in said Lease.

51. **Guaranty.** Tenant's obligations under this Lease shall be guaranteed by **Abigail Van Horn and James Fay** ("Guarantors"). Guarantors' obligations are set forth more fully on Exhibit A, which is incorporated by reference herein.

52. **Security Measures.** Tenant hereby acknowledges that the sums payable to Landlord hereunder do not include the cost of guard service or other security measures, and that Landlord shall have no obligations whatsoever to provide same. Tenant assumes all responsibility for the protection of Tenant, its agents and invitees from acts of third parties.

53. **Operating Hours.** The operating hours for the Leased Premises shall be subject to all applicable state laws and city ordinances governing commercial establishments. However, the Landlord reserve the right to establish and modify the operating hours and operational rules for the Leased Premises as deemed reasonably necessary. Any changes to the operating hours shall be communicated to the Tenant in writing with reasonable notice. Tenant agrees to comply with the designated operating hours set forth by the Landlord.

54. **Landlord's Work.**

54.1. **Core and Shell Addendum.** Landlord shall deliver the Leased Premises in the condition described in the **Core and Shell Addendum**, attached hereto and incorporated herein as **Exhibit C**, at Landlord's expense ("**Landlord's Work**"). Unless otherwise specified, Landlord shall use commercially reasonable materials, fixtures, and colors chosen by Landlord in Landlord's sole discretion. Upon substantial completion of the items described in the **Core and Shell Addendum**, Landlord's Work shall be deemed completed. Other than Landlord's Work, the taking of possession of the Premises shall be deemed an acceptance of the same by Tenant in its "as is" condition without any obligation whatsoever on the part of Landlord to repair, remodel, reconstruct or modify the Leased Premises for Tenant.

54.2. **Delivery Date.** The term "Delivery Date" as used in this Lease shall mean the date Landlord provide Tenant with possession of the Leased Premises with Landlord's Work complete. At all times after the Delivery Date, Tenant shall be responsible to pay all utilities for the Leased

Tenant's Initials: AVH

Landlord's Initials: CA

Premises. If for any reason Landlord cannot deliver possession of the Leased Premises to Tenant by the estimated Delivery Date of **January 1, 2026**, Landlord shall not be subject to any liability therefor nor shall such failure affect the validity of this lease or the obligations of Tenant under Lease or extend the term of the Lease but, in such case, Tenant shall not, unless such delay is caused by Tenant, be obligated to pay Base Rent or Additional Rent until Landlord deliver possession of the Premises to Tenant.

54.3. Delivery of Possession on Delivery Date. Tenant shall accept possession of the Leased Premises from Landlord on the Delivery Date and shall diligently complete construction of Tenant's Work. Tenant shall deliver each of the following to Landlord prior to the Delivery Date: (a) executed copies of policies of insurance or certificates evidencing all required insurance under this Lease and naming Landlord as an additional insured; (b) final approved Drawings; and (c) a copy of Tenant's building permit, if issued by such date.

55. Tenant's Work. All other improvements that are not Landlord's Work shall be the sole responsibility of Tenant and constructed at Tenant's sole cost and expense. Tenant shall be responsible for the plan, design and expense of any interior construction and finishing of the Leased Premises ("**Tenant's Work**").

Tenant's Work shall be performed subject to the following conditions:

(aa) Plans and Specifications. Tenant shall deliver the plans and specifications for Tenant's Work to Landlord for Landlord's written approval, which approval shall not be unreasonably withheld. Such plans and specifications shall be completed in a form sufficient for the issuance of the necessary building permits for such construction. If Landlord has not so approved such plans and specifications within ten (10) days of the receipt of same, Landlord shall be deemed to have accepted same. The plans and specifications when approved shall be deemed to be incorporated within the terms and provisions of this Lease.

(bb) Permits and Authorizations. Tenant shall be responsible for obtaining all of the required building permits and other governmental authorizations for the completion of Tenant's Work. Tenant's Work shall be done in a good and workmanlike manner and in compliance with the Landlord's approved specifications, the applicable building and zoning laws, and with other applicable laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments and the appropriate departments, boards and offices thereof.

(cc) General Contractor. Tenant shall be responsible for the supervision of Tenant's Work and shall select the general contractor who shall be responsible for the construction of Tenant's Work. Landlord shall have the right to approve the general contractor selected by Tenant which approval shall not be unreasonably withheld or delayed beyond ten (10) days after the name of such general contractor is submitted by Tenant to Landlord; provided, Landlord may require the Tenant and general contractor to post a performance bond, reasonably satisfactory to Landlord, for the completion of such interior construction as a condition of Landlord's approval. Prior to beginning Tenant's Work, Tenant shall deliver to Landlord proof of the insurance required by each contractor and naming Landlord as an additional insured.

Tenant's Initials: AVH

Landlord's Initials: CA

(dd) As-Builts. Tenant shall immediately provide Landlord with a complete set of “as-builts”, upon request by Landlord.

(ee) Indemnification. Tenant shall indemnify, protect, defend, and hold harmless Landlord, their principals, agents, servants, members, and employees from any liabilities, damages or penalties, and any costs, expenses, or claims of any kind or nature, including attorney's fees, arising out of Tenant’s Work and such indemnification shall apply, but shall not be limited to, any damages or injury to person or property resulting therefrom.

(ff) Exterior of Leased Premises. Nothing contained in this Section or any other provision of this Lease, shall be construed as to allow Tenant, its agents, servants, employees or contractors to alter, change, make additions to or in any way disturb the exterior or the roof of the Leased Premises, other than the hanging of Signs in accordance with this Lease.

(gg) Tenant Improvement Allowance: Landlord will credit **\$46,000.00** to be used toward Tenant’s Leasehold improvements. Tenant shall submit plans to Landlord for Landlord’s reasonable approval. Such plans shall detail venting. The TI Allowance will be paid upon tenant receiving a Certificate of Occupancy, Tenant to provide Landlord with receipt of invoices and lien waivers from all contractors and subcontractors utilized by Tenant.

56. Special Provisions

Tenant shall have 60 days from the date of mutual execution of a lease to obtain all required government licenses, permits and approvals to operate a liquor sale. If Tenant fails to receive the required licenses, permits and approvals, the Tenant will be released from all lease obligations to the landlord. Tenant agrees to work concurrently with its license approval efforts to obtain necessary architectural and contractor bids as well as Mead building permits

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have signed this Lease Agreement on the dates shown by their respective signatures.

LANDLORD:

Date: 12/1/2025_____

Old Town Mead, LLC



By: _____
Christophe Attard, Manager

TENANT:

Date: 12/02/2025_____

Aged & Co, LLC

Tenant’s Initials: AVH

Landlord’s Initials: CA

By: *Abbey Van Horn*
Abigail Van Horn, Manager

12/02/2025

Tenant's Initials: *AVH*

Landlord's Initials: CA

Exhibit A

PERSONAL GUARANTEE

In consideration of the benefits flowing to us, personally, from the execution and performance of the Lease dated **December 1st, 2025** for the premises described as 234 Main St, Suite **C-101**, Mead, CO 80542, the receipt and adequacy of which consideration are hereby acknowledged, **Abigail Van Horn and James Fay** (“us”, or “we”) hereby personally guarantee, the payment by **Aged & Co, LLC** (“Tenant”) of all rent and other monetary obligations of the Tenant under said Lease, and the performance of all non-monetary obligations of the Tenant under said Lease.

We acknowledge and agree that the Landlord has and will rely upon this Personal Guarantee and that Landlord would not have entered into the Lease if this Personal Guarantee had not been executed.

We hereby waive and release any right I may have to require Landlord to pursue or exhaust legal or equitable remedies against the Tenant, prior to enforcement of this Personal Guarantee against me.

We understand and agree that if a default occurs in the payment of rent or other amounts due and payable under the Lease or in the performance of any other covenant or condition set forth in the Lease, Landlord shall be entitled to commence any action or proceeding against us, or to otherwise exercise any remedy available at law or in equity to enforce this Personal Guarantee, without first commencing any action or otherwise proceeding against the Tenant or otherwise exhausting any or all of its available remedies against the Tenant under the lease. Landlord may maintain successive actions for other defaults, and Landlord’s rights under this Personal Guarantee shall not be exhausted by the Landlord’s exercise of any of such rights or remedies, or by any number of successive actions, unless and until all obligations hereby guaranteed have been fully performed.

Our liability as a Guarantor shall in no way be affected by, and we hereby expressly waive any defense that may arise by reason of, the release or discharge of the Tenant in any creditors, receivership, bankruptcy or other proceeding, or the impairment, limitation, or modification of such liability of such liability of the Tenant in bankruptcy.

This Personal Guarantee shall remain in full force and effect until all amounts due under the Lease have been paid in full and all other obligations under the Lease have been fully performed.

This personal Guarantee shall inure to the benefit of, and shall bind, the Landlord and ourselves, our respective heirs, grantees, legal representatives, successors and assigns.

Guarantor’s liability hereunder is joint and several.

SIGNED this ____ day of 12/02/2025

GUARANTOR

GUARANTOR

AVH JF

Abbey Van Horn

Abigail Van Horn, individually

12/02/2025

Jim Fay

James Fay, individually

12/03/2025

Tenant's Initials: JF *AVH*

Landlord's Initials: CA

Schedule 1.1 Leased Areas

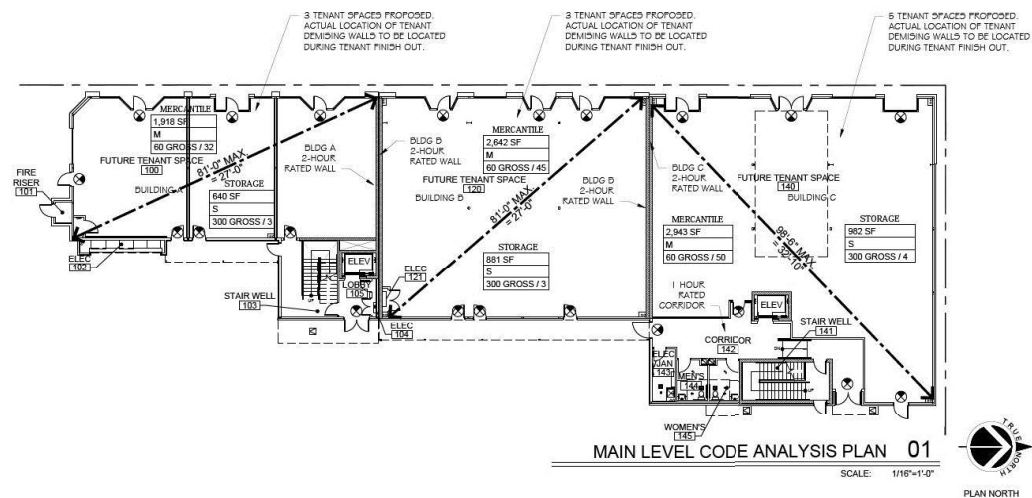
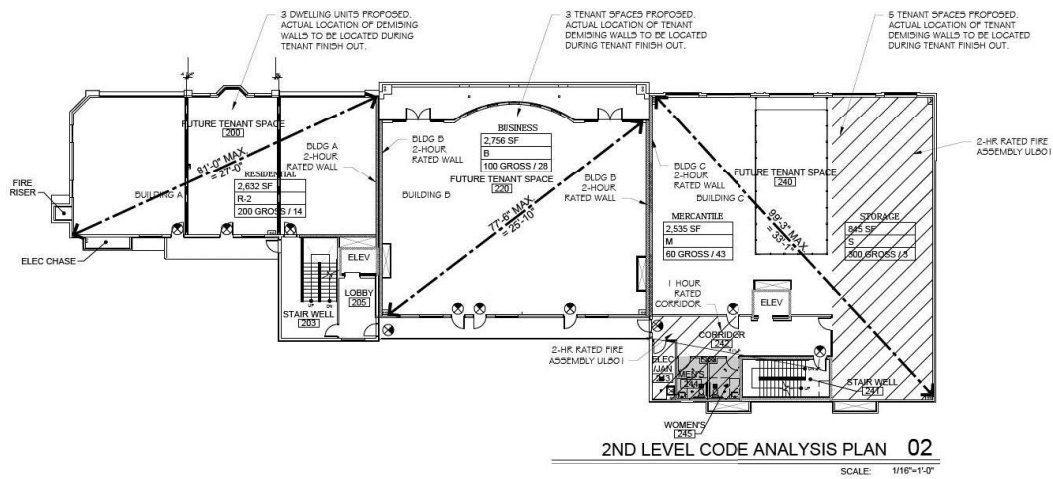
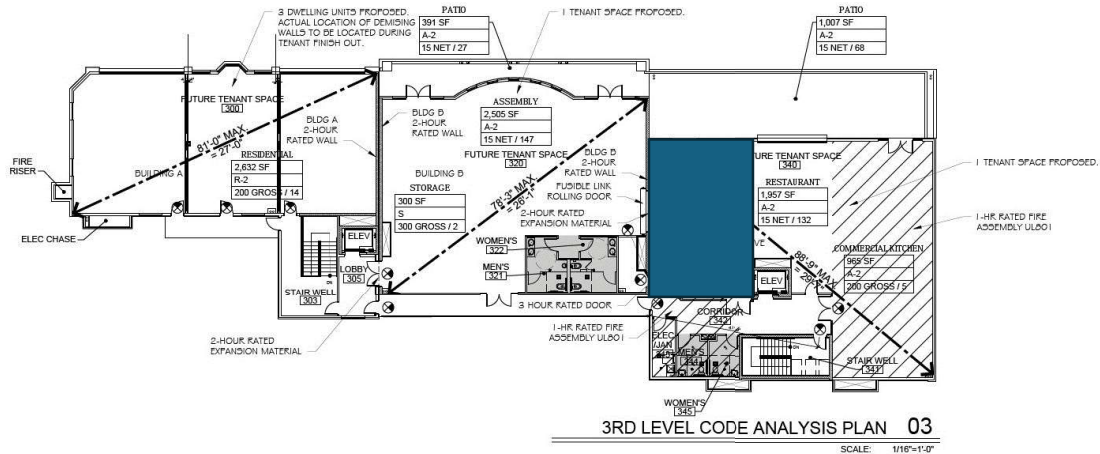


Exhibit C

Lease Addendum: Core and Shell

This Core and Shell Lease Addendum (the "Addendum") is made effective as of **December 1st, 2025**, by and between Old Town Mead, LLC hereinafter referred to as "Landlord," and **Aged & Co, LLC** hereinafter referred to as "Tenant," collectively referred to as the "Parties."

Recitals:

- A. Landlord and Tenant entered into a lease agreement dated **December 1st, 2025**, (the "Lease"), for the premises located at 234 Main St, Suite **C-101**, Mead, CO 80542
- B. The Parties desire to modify the Lease to address the construction and completion of the core and shell of the premises.
- C. Landlord agrees to construct the core and shell of the premises, and Tenant agrees to accept possession of the premises upon completion of the core and shell.

Agreement:

1. Core and Shell Construction:

- a. Landlord shall be responsible for the construction of the core and shell of the premises, including but not limited to the structural elements, exterior walls, roof, common areas, and building systems up to the point of connection to the utility services.
- b. Landlord shall use commercially reasonable efforts to complete the core and shell construction in accordance with applicable laws and regulations and industry standards.
- c. Tenant acknowledges that Landlord shall have no obligation to construct any improvements within the premises beyond the core and shell, and Tenant shall be solely responsible for any interior improvements or build-out.

2. Commencement Date:

- a. The Commencement Date of the Lease shall be **January 1, 2026**, which is the date upon which the core and shell construction is substantially completed, and Landlord delivers possession of the premises to Tenant.
- b. Tenant shall have **60** days from the Commencement Date to complete any inspections of the premises and notify Landlord of any defects or deficiencies in the core and shell construction.

3. Acceptance:

- a. Tenant shall be deemed to have accepted the premises upon delivery of possession by Landlord, subject to any defects or deficiencies identified during the inspection period.
- b. Tenant's acceptance of the premises shall not relieve Landlord of its obligation to remedy any defects or deficiencies in the core and shell construction as identified by Tenant.

Tenant's Initials: AVH

Landlord's Initials: CA

4. Default:

In the event of a default by Landlord in the completion of the core and shell construction or any repairs required under this Addendum, Tenant's remedies shall be as provided in the Lease.

5. Entire Agreement:

This Addendum constitutes the entire agreement between the Parties with respect to the core and shell construction of the premises and supersedes all prior negotiations, agreements, and understandings, whether oral or written.

6. Execution:

This Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Core and Shell Lease Addendum as of the date first above written.

SIGNATURES

LANDLORD:

Date: 12/1/2025 _____

Old Town Mead, LLC



By: _____
Christophe Attard, Manager

TENANT:

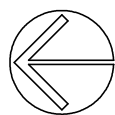
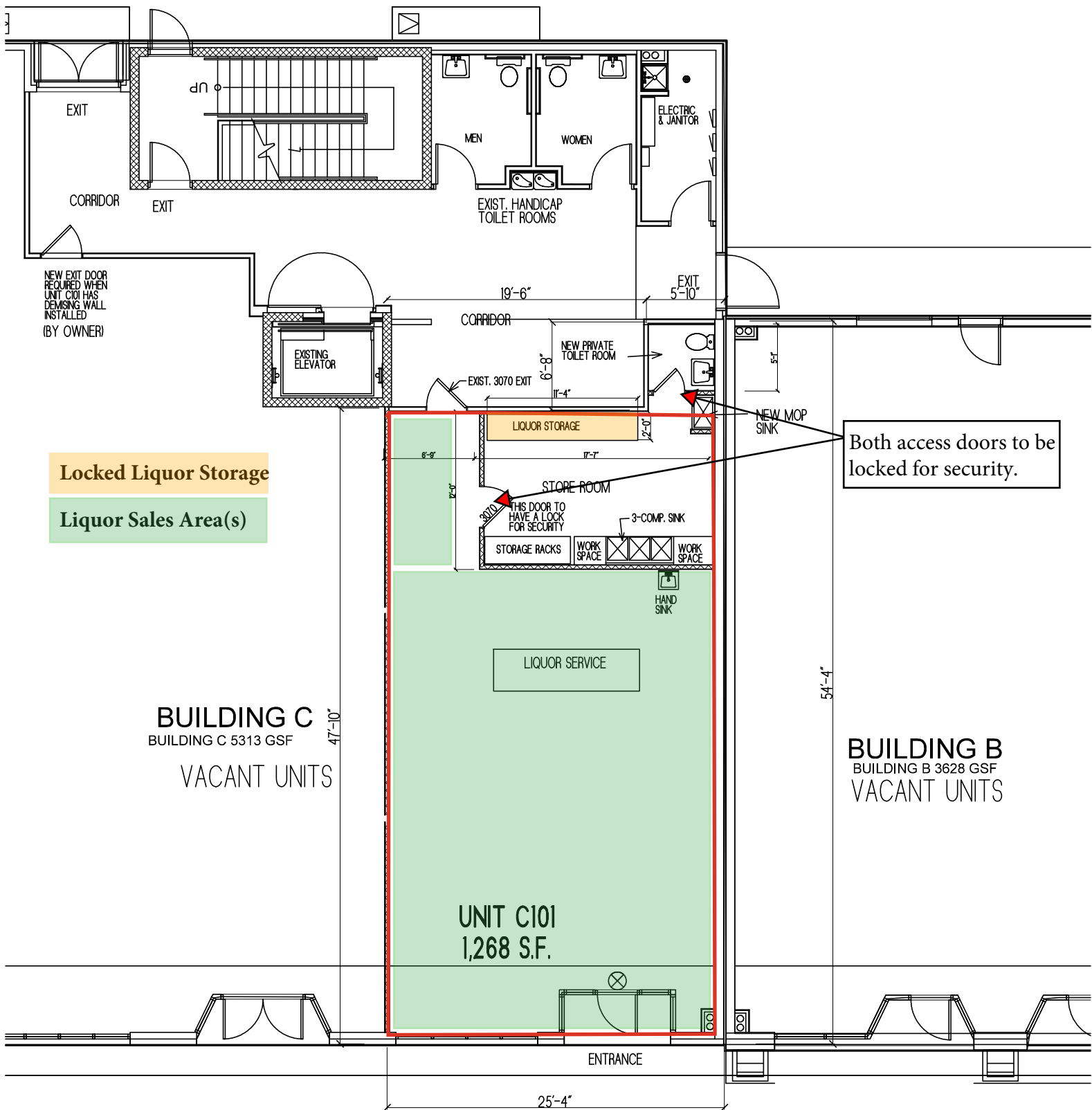
Date: 12/02/2025 _____

Aged & Co, LLC

By: Abbey Van Horn
Abigail Van Horn, Manager

Tenant's Initials: AVH

Landlord's Initials: CA

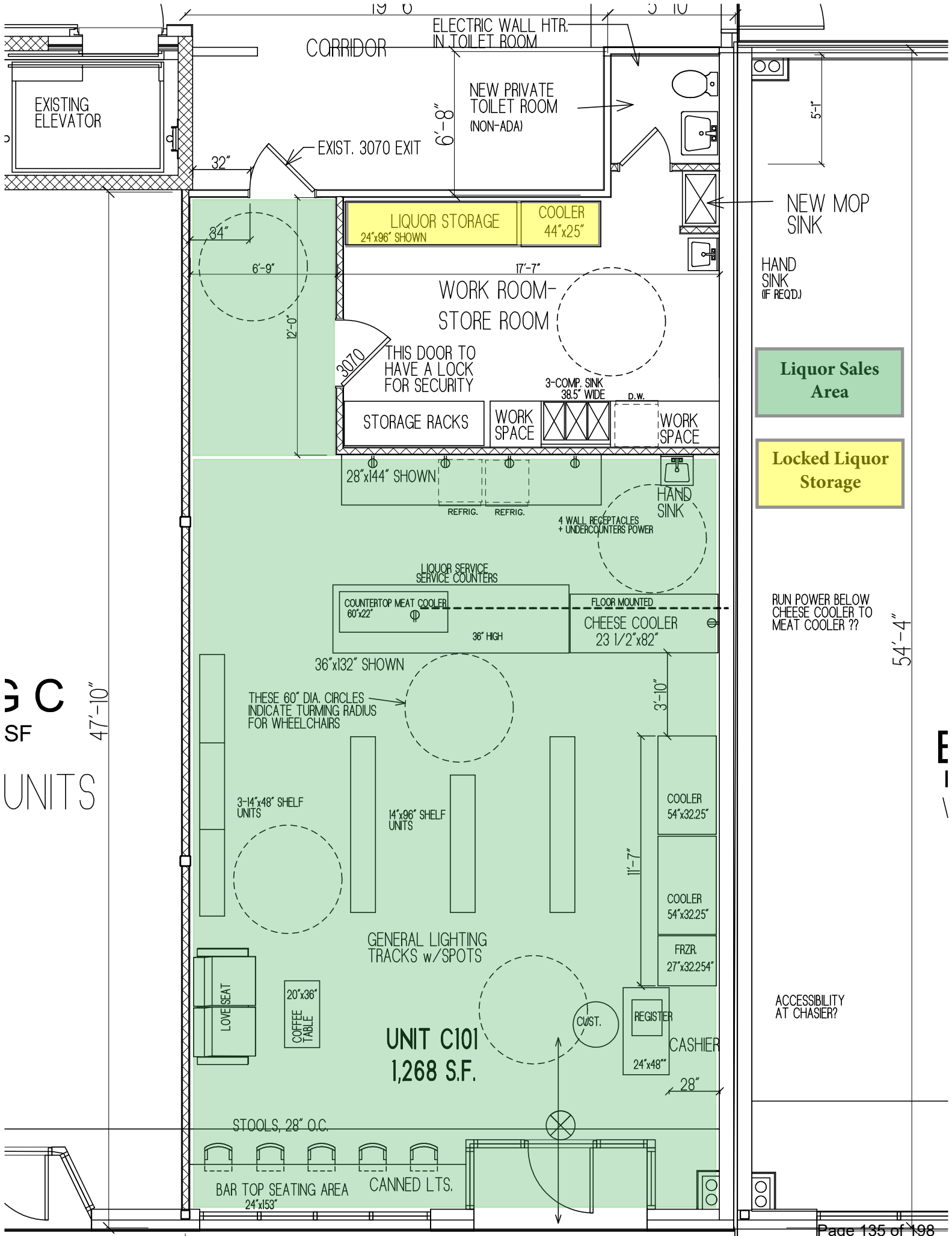


NORTH

1. THERE WILL BE NO LIQUOR SERVICE EXCEPT FOR OCCASIONAL WINE TASTINGS.
2. THERE WILL BE SALES OF BOTTLED WINE.
3. THERE WILL BE NO ALCOHOL PRODUCTION ON THE PREMISES.

AGED & CO.
234 MAIN STREET, UNIT C101
MEADE, COLORADO 80542

12-19-2025



3 C
SF
UNITS

47'-10"

54'-4"

**OPERATING AGREEMENT
FOR
AGED & CO LLC**

This Operating Agreement is dated and effective this 20 day of Dec, 2025 and is executed by the undersigned parties ("Members").

WHEREAS, the Members, Abigail Van Horn and James Fay, formed a Limited Liability Company, Aged & Co LLC, by filing the Articles of Organization on November 5, 2025, with the Colorado Secretary of State pursuant to Colorado law;

WHEREAS, the Members desire to enact and adopt this Operating Agreement pursuant to the Articles of Organization;

WHEREAS, the Members warrant and represent that these Members have the right and authority to execute this Operating Agreement and each may make his or her individual Capital Contributions without breaching any law or agreement and that the Members are not acting on behalf of any undisclosed or partially disclosed principals; and

WHEREAS, the Members represent and agree that all current Members have participated and contributed to the preparation of this Operating Agreement and have approved other instruments executed and filed in connection with the formation of Aged & Co, LLC, and each has sought such independent advice as each Member has deemed appropriate.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Members hereby agree as follows:

SECTION 1 – DEFINITIONS

Some of the terms used in this Operating Agreement requiring definition are defined in the Sections in which such terms are used for the first time.

SECTION 2 - NAME AND ORGANIZATION

2.1 Name. The organization's name shall be:

Aged & Co, LLC

2.2 Organization. The Members formed a limited liability company pursuant to Colorado law by filing the Articles of Organization referenced above. The rights and liabilities of the Members shall be as provided under Colorado law, the Articles of Organization and this Operating Agreement. In order to maintain Aged & Co, LLC as a limited liability company

under Colorado law and to enable Aged & Co, LLC to do business in any other jurisdiction where it is to do or is actually doing business, Aged & Co, LLC shall from time to time take appropriate action, including the preparation and filing of such restatements of and amendments to the Articles of Organization and such other documents, instruments and publications as may be convenient or required by law.

SECTION 3 - TERM

The term of Aged & Co, LLC commenced on November 5, 2025, and shall continue in full force and effect until the earliest of the following:

- (1) the dissolution of Aged & Co, LLC, by the unanimous written consent of its Members; or
- (2) the insolvency, bankruptcy, dissolution, or withdrawal of a Member, unless all of the other Members of Aged & Co, LLC, if any, unanimously elect to continue or unless the Units are acquired by other Members or Substitute Members as permitted herein.

SECTION 4 - PURPOSE AND POWERS OF AGED & CO, LLC

4.1 Purpose. The purpose of Aged & Co, LLC shall be the business of purchasing and selling wine and cheese, and to do anything lawful and incidental thereto in accordance with the Colorado Limited Liability Company Act.

4.2 Powers of Aged & Co, LLC. The Managers of Aged & Co, LLC shall have the power and authority to take in its name all actions necessary, useful or appropriate to accomplish its purposes, to conduct its business, carry on its operations, and have and exercise the powers granted by the State of Colorado and as applicable and consistent with Colorado law, by the law of any state, territory, district, or possession of the United States or in any foreign country.

SECTION 5 - REGISTERED OFFICE AND AGENT

Aged & Co, LLC registered agent and office in Colorado shall be:

Abigail Van Horn
234 Main St. #C101
Mead, CO 80542

At any time, Aged & Co, LLC, may change its registered agent or office upon proper notice. The Managers are authorized to file a change of registered agent with the Colorado Secretary of State at any time in their discretion.

SECTION 6 - PRINCIPAL PLACE OF BUSINESS

Aged & Co, LLC's principal place of business shall be 234 Main St. Mead, Colorado 80542.

At any time, Aged & Co, LLC may change the location of its principal place of business and may establish additional offices upon proper written notice to its Members and Managers.

SECTION 7 - UNITS, MEMBERS AND CAPITAL CONTRIBUTIONS

7.1 Units. A Member's interest in Aged & Co, LLC may be represented by Units or Membership Interests, which shall be construed as one in the same. The registered holder of a Unit is a Member of Aged & Co, LLC and possesses the rights of such Unit to vote as a Member, to inspect Aged & Co, LLC's books and records, to perform the obligations of a Member and to participate as a Member in the management of the business and affairs of Aged & Co, LLC as provided in the Articles of Organization, this Operating Agreement and applicable Colorado law. As provided in the Articles of Organization, this Operating Agreement or by agreements for this issuance of additional Units, different Management Rights and Economic Interests may, but are not required to, be granted by the Members for Additional Units.

All Members agree that by signing or accepting this Operating Agreement, by accepting a Unit, each Unit and the holding Members shall be subject to:

(1) the provisions of Aged & Co, LLC's Articles of Organization, and this Operating Agreement; and

(2) the applicable provisions of any agreements and restrictions that may be imposed by the Members in connection with the issuance of Additional Units.

Except as may be otherwise agreed by the Members, the Members hereby agree that each Unit shall be entitled to:

(1) one vote on matters on which the Members may vote under the Articles of Organization and this Operating Agreement; and

(2) subject to Section 11 below, a share of Aged & Co, LLC's income, gains, losses, deductions, credits and distributions of Aged & Co, LLC's assets based on the proportion that a Unit bears to all of the Units issued.

By signing or accepting this Operating Agreement or by accepting a Unit, any Member hereby votes and agrees that he, she or it votes and consents to the actions and other exercise of Aged & Co, LLC's Management Rights pursuant to the Articles of Organization, this Operating Agreement and Colorado law shall be counted and determined as provided in this Operating Agreement.

7.2 Members. Any Members of Aged & Co, LLC shall be listed in Aged & Co, LLC's Members Records ("Members Records") which, as amended from time to time, is attached as Exhibit 1 and is incorporated herein by this reference. The Members and their respective Units in Aged & Co, LLC shall be listed in the Members Records.

The Members, and each additional Member, if any, hereby agree that his, its, or her Units shall for all purposes be personal property to each Member and shall not be any interest in Aged & Co, LLC's real, personal or mixed property of any kind, either at law or in equity.

7.3 Capital Contributions. The "Capital Contribution" of each Member shall be listed in Aged & Co, LLC's Members Records. Capital Contributions to Aged & Co, LLC shall either consist of cash, property, or the obligation to make his, its, or her Capital Contribution. Such obligation may be conditional or not and may be secured or unsecured as agreed by the other Members. Except as otherwise provided in Aged & Co, LLC's Members Records, Capital Contributions must be paid in full at the time of subscription.

No Member shall be personally liable for or required to pay any obligation or liabilities of Aged & Co, LLC. Additionally, no Member shall be required to lend any funds to Aged & Co, LLC or to pay any contributions, assessments or payments to Aged & Co, LLC except such Member's Capital Contribution or as provided in Colorado law and herein. A Member may be required to repay his, its, or her Capital Contribution to Aged & Co, LLC to the extent such Capital Contribution was distributed to such Member.

The Members and each additional Member, if any, hereby represent and warrant that his, its, or her Capital Contribution may be held and used by Aged & Co, LLC free and clear of all present and future liens, encumbrances, claims, agreements and other interests of any kind that would encumber or restrict Aged & Co, LLC's ownership or use of such Capital Contribution in any manner.

7.4 Additional Capital Contributions. In the event Aged & Co, LLC requires funds in excess of those available from the Initial Capital Contributions and operations of Aged & Co, LLC, a Manager may request that the Members make additional contributions of capital to Aged & Co, LLC ("Additional Capital Contributions"). Each such request shall be made to each Member in writing and shall include (i) the date (the "Contribution Date") by which such Additional Capital Contribution is needed by Aged & Co, LLC, (ii) the amount of such Additional Capital Contribution due from each Member, which amount shall be based on the proportion each Member's respective Units bears to all Units as of the date of such notice, and (iii) the purpose for which such Additional Capital Contribution will be used. Not later than 10 days before the Contribution Date, unless otherwise agreed by all Members, the Members shall meet, either in person or as otherwise allowed under this Operating Agreement, to discuss such Additional Capital Contribution and to vote whether or not to agree to such Additional Capital Contribution. The decision of Members holding a majority of all Units shall be binding upon all Members with respect to such Additional Capital Contributions.

If an Additional Capital Contribution is unanimously approved, each Member shall contribute his, its, or her full pro rata share of such Additional Capital Contribution, if at all, on or before the Contribution Date. Unless otherwise unanimously agreed in writing by all Members, the Contribution Date for each Member to make his, its, or her contribution of approved Additional Capital shall be not later than ninety (90) days from the date of the unanimous Members' approval. In the event any Member fails or refuses to so contribute his,

its, or her full pro rata share of such Additional Capital Contribution by the Contribution Date, then Section 7.5 below shall apply.

7.5 Preferential Contribution. With respect to any Additional Capital Contribution, any Member who has contributed his, its, or her full pro rata share of such Additional Capital Contribution may contribute the unfunded share of a non-contributing Member (together with such contributing Member's own share of such Additional Capital Contribution, a "Preferential Contribution"). In the event more than one Member wishes to contribute all or any part of a non-contributing Member's share of an Additional Capital Contribution, unless otherwise agreed between each contributing Members, he or she shall be entitled to contribute a pro rata share of such un-contributed amount based on his, its, or her respective Unit holding as of the Contribution Date, in which event, such non-contributing Member's interest shall be diluted by the percentage of the non-contributing Member's Units immediately prior to the Contribution Date as represented by the value of the Additional Capital Contribution made by the other Member or Members based upon the then current Agreed Value, determined value, or book value of the Member's Units as determined by generally accepted accounting principles, whichever is greater, and the contributing Member's Units shall be increased correspondingly.

SECTION 8 - MEMBERS' RIGHTS

8.1 Powers of Members. The powers of the Members shall include the power to take actions which are not delegated to the Managers, to a Members committee, or which must be taken by the Articles of Organization, this Operating Agreement or by law by the Members. The powers of Members shall be exercised by vote of the Members taken pursuant to Section 10 and as otherwise set forth in this Operating Agreement.

8.2 No Signing Authority. Each Member not acting as a Manager hereby waives his, its, or her right to sign any agreements and other instruments on behalf of Aged & Co, LLC except as expressly authorized by a Manager or the Managers.

8.3 Transactions Between Members and Aged & Co, LLC. Except as otherwise provided by applicable law, any Members may, but shall not be obligated, to lend money to Aged & Co, LLC or act as surety for Aged & Co, LLC. Subject to full disclosure and written unanimous consent of Aged & Co, LLC's other Members, if any, any Members may transact other business with Aged & Co, LLC the same as a person or entity who is not a Member.

8.4 Non-restriction of Business Pursuits of Members. The Articles of Organization and this Operating Agreement shall not preclude or limit in any respect the right of any Members or the principals of Members, whether or not a Manager, to engage or invest in any business activity of any nature or description; provided that such activities make no use of Aged & Co, LLC's property, proprietary, trade secret or confidential information. No Members shall have the right, by virtue of the Articles of Organization, this Operating Agreement or the relationship created hereby, to any interest in such other ventures or activities, or to the income or proceeds derived therefrom; provided, that should such other business activity use Aged & Co, LLC's property or confidential information, such use shall be subject to Aged & Co, LLC's prior consent and shall be subject to finalizing compensation arrangements with Aged & Co, LLC for

such use. The limitations of this paragraph 8.4 shall apply to all Members, any officers, shareholders, directors, managers, partners, agents, assigns and successors.

8.5 Inspection of Aged & Co, LLC's Records. Aged & Co, LLC shall maintain, and each Member shall have the right to inspect, the following books and records for the purpose of ascertaining the value of such Member's Units in Aged & Co, LLC.

- (1) Aged & Co, LLC's Members Records including a current list of the full name and last-known business, residence, or mailing address of each Member and each Manager, both past and present; each Member's respective Capital Contributions made or to be made in the future; each Member's Capital account; the times or events upon which any additional contributions are to be made; and the time or the events upon which any Member may terminate his, its, or her Membership in Aged & Co, LLC and the amount, or the method, of determining, the distribution to which such Member may be entitled for his, its, or her Membership interest and the terms and conditions of the termination and distribution;
- (2) A copy of the Articles of Organization, this Operating Agreement and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any amendment has been executed;
- (3) Summary financial information through Aged & Co, LLC's last completed calendar quarter;
- (4) Aged & Co, LLC's tax returns and reports for the three most recent years, and if less than three years are available, then the most recent returns filed;
- (5) Minutes of every annual and special meeting and any other meeting, or in the alternative, properly executed Consent Resolutions;
- (6) Any written consents obtained from Members; and
- (7) Subject to this Section 8.5, other information regarding Aged & Co, LLC's business and financial condition.

Such records shall be made available at Aged & Co, LLC's offices upon reasonable notice during normal business hours for inspection, copying or audit by an independent certified public accountant on behalf of and at the sole expense of any Member. All business records of Aged & Co, LLC shall be available for inspection by any Member at reasonable times so as to not interfere with the ordinary course of business of Aged & Co, LLC.

8.6 Reports to Members. Aged & Co, LLC shall cause to be prepared and distributed to the Members an annual report containing among other things, a summary financial statement and report of Aged & Co, LLC's operations as of the end of such fiscal year. Such annual report shall be prepared and delivered to the Members not later than one hundred-twenty (120) days after the end of each fiscal year and shall be prepared in accordance with generally accepted

accounting principles. Aged & Co, LLC may also cause to be prepared and distributed to the Members periodic accounting reports which may include, but not be limited to, balance sheets and income statements of the Company.

8.7 Partition. The Members agree and waive their rights to have Aged & Co, LLC's property partitioned, or to file a complaint or to institute any suit, action or proceeding at law or in equity to have any of Aged & Co, LLC's property partitioned while Aged & Co, LLC remains in effect or is continued.

8.8 Liability. No Member shall be liable for the debts, liabilities, contracts or any other obligations of Aged & Co, LLC or any other Members except such liabilities resulting from a breach of any of such Member's representations and warranties set forth in this Agreement. However, if any Member or his, its, or her individual principal is required to personally guarantee any debts of Aged & Co, LLC that have been incurred by Aged & Co, LLC pursuant to a unanimous vote of its Member or Members, then all Members and their respective principals, or individually, as applicable, agree to and shall automatically be jointly and severally liable as guarantors for all such debts. Except as provided in this Operating Agreement or as otherwise mutually agreed upon writing, no Member shall be liable to any other Members or Aged & Co, LLC when acting pursuant to the authority granted pursuant to the Articles of Organization or this Operating Agreement to the extent that such Member conducted himself or herself in good faith and in a manner which he or she reasonably believed to be lawful and or not opposed to the best interest of Aged & Co, LLC. The termination, compromise, settlement or other disposition of any action, suit or proceeding by judgment or order to settle shall not create a presumption that the Member did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of Aged & Co, LLC.

A Member shall be liable to Aged & Co, LLC for:

- (1) Any difference between his, its, or her Capital Contribution actually paid in and the amount thereof as stated in the Articles of Organization or this Operating Agreement;
- (2) Any unpaid Capital Contribution to which he or she agreed in the Articles of Organization or this Operating Agreement to make in the future at the time and on the conditions stated in the Articles of Organization, this Operating Agreement or in any other instrument;
- (3) Any portion of his, its or her Capital Contribution which has been returned to such Member, with interest, necessary to discharge the liabilities of Aged & Co, LLC to those creditors who extended credit or whose claims arose before such return was made; and
- (4) Liabilities resulting from a breach of any of such Member's representations and warranties about his, its, or her Capital Contribution or his, its, or her authority to enter into the Articles of Organization or this Operating Agreement.

(5) Specific property stated in the Articles of Organization or this Operating Agreement as contributed by him or her as capital to Aged & Co, LLC, but which was not contributed or which has been wrongfully or erroneously returned as return of his, its, or her Capital Contribution; and

(6) Money or other property wrongfully paid or conveyed to him or her as return of his, its, or her Capital Contribution.

Any liability of a Member to the other Members, if any, or Aged & Co, LLC may be waived or compromised pursuant to a unanimous vote by the Members. A Member who is subject to an obligation to repay capital to Aged & Co, LLC as required by the Articles of Organization or this Operating Agreement, must make such repayment on demand by Aged & Co, LLC.

No Member shall be liable to Aged & Co, LLC, its creditors or any other Members with respect to any amounts paid to such Member as profit sharing, loan repayment, interest, salary, wage, rental, royalty, fee or payment for value given which is not paid to such Member as return of such Member's Capital Contribution.

SECTION 9 - MANAGERS

9.1 Authority. The Members may delegate all or part of the management of Aged & Co, LLC's business and other matters to one or more parties (whether one or more, hereafter referred to as the "Manager" or "Managers") elected by the Members. The Members shall from time to time, determine the number of the Managers and their respective duties. A Manager may, but need not, be a Member of Aged & Co, LLC. Each Manager shall be known as a "Managing Director" or "Managing Partner." The initial number of Managers shall be one (2), but may be increased by a unanimous vote of the Members.

The day to day management of Aged & Co, LLC, unless otherwise determined by the Members, shall be directed and managed by two Managers, Abigail Van Horn and James Fay. If either Abigail Van Horn or James Fay is no longer a Manager, then, at the option and vote of the Members, the number of Managers may, but is not required to, be one (1) Manager, or a Substitute Manager may be selected. For the purpose of this Operating Agreement, any reference to Manager or Managers, unless otherwise specifically denoted, shall be one in the same. The Manager shall be entitled to take all actions necessary to carry out the day to day operations of Aged & Co, LLC. A Manager's management powers and responsibilities shall be all powers and duties not specifically reserved to the Members in this Operating Agreement, as allowed by Colorado law, and as may otherwise be specified herein. All other management powers and duties not set out in this Operating Agreement shall be reserved to the Members.

Subject to delegation by the Members, Managers shall have the right and authority to take all actions which the Managers deem necessary, useful or appropriate for the management and conduct of Aged & Co, LLC's business. Any Manager shall perform his, its, or her duties as a Manager in good faith, in a manner the Manager reasonably believes to be in the best interests of Aged & Co, LLC and with such care as an ordinarily prudent person in a like position would

use under similar circumstances. Matters delegated to Managers shall not require any further approval of the Members. Matters delegated to Managers shall not be considered withdrawn upon the end of the term of the Manager and shall be deemed automatically extended and continued to any new or additional Manager without further action by the Members unless revoked by the Members.

A Manager shall be obliged to devote only as much of his, its or her time to Aged & Co, LLC's business as shall be reasonably required in light of Aged & Co, LLC's business and objectives. So long as any Manager continues as a Manager, such Manager may, from time to time, delegate all or part of his, its, or her responsibilities to others as he or she deems necessary, useful or appropriate. However, a Manager may not relieve himself or herself of any responsibility for such duties.

A Manager does not in any way guarantee the return of any Member's Capital Contribution or a profit for the Members from Aged & Co, LLC's business.

Any Manager may submit to the Members any matter within his, its, or her delegated authority for consideration, authorization or ratification by the Members. If the Manager does not submit to the Members a matter which the Manager has been authorized to decide or perform, such election shall not be deemed to be negligence or a breach of the Manager's obligations hereunder to Aged & Co, LLC or to the Members.

9.2 Election and Term. The Members hereby elect each party identified as a Manager on the attached Exhibit 1 to be a Manager of Aged & Co, LLC. Each Manager shall be elected at the annual meeting of the Members or at a special meeting of the Members called for that purpose. A Manager shall serve until his, its, or her successor has been elected and qualified at the next annual meeting of the Members or until his, its, or her resignation or removal becomes effective.

9.3 Compensation. Aged & Co, LLC may pay each Manager such compensation as the Members shall reasonably approve from time to time and shall reimburse each Manager for all expenses incurred in the conduct of Aged & Co, LLC's business, including, but not limited to, expenses of maintaining an office, telephones, travel, office equipment and secretarial and other personnel as may reasonably be attributable to Aged & Co, LLC. Such expenses shall not include any expenses incurred in connection with a Member's exercise of his, its, or her rights as a Member apart from the authorized conduct of Aged & Co, LLC's business.

9.4 Removal. Subject to the satisfaction of the conditions specified in this Section 9.4 and obtaining the required vote of the Members, the Members may remove a Manager at any time for "cause," which is defined as actions or inactions of a Manager that have a materially adverse effect upon Aged & Co, LLC. For purposes of this Section 9.4 the term "cause" shall mean acting without authority pursuant to this Operating Agreement, unauthorized competition with Aged & Co, LLC, fraud, deceit, criminal conduct, breach of fiduciary duty, gross negligence, willful misconduct or a wrongful taking of property, all of which must materially, and adversely affect Aged & Co, LLC. Any removal of a Manager shall become effective as of

the date the “cause” occurred or on such other date as may be determined by the Members voting in favor thereof and in a notice delivered to the affected Manager.

A Manager shall also be deemed automatically removed for “cause,” effective immediately upon his or her death, insolvency, bankruptcy, or receivership, or should it be determined that such Manager is so disabled or otherwise incompetent to manage the funds, property or affairs of Aged & Co, LLC, or to care for himself or herself, or a guardian, trustee, conservator or other representative is voluntarily or involuntarily appointed for such Manager to directly or indirectly to obtain, control, protect, or manage his, its or her funds, property or affairs.

A Manager may be removed by a majority vote of the Members without cause at any regular or special meeting of the Members.

Should a Manager be removed for cause, any other rights of such Manager in Aged & Co, LLC shall not continue as provided in this Operating Agreement.

9.5 Resignation. A Manager may resign as a Manager at any time by written notice to the Members. Such resignation shall become effective as of the date of the written notice or at such earlier time as the Members shall elect a substitute Manager or otherwise specify that such resignation shall be effective.

9.6 Liability. No Manager shall be liable to any Members or when acting pursuant to his or her authority granted pursuant to the Articles of Organization or this Operating Agreement to the extent that such Manager conducted himself or herself in good faith and reasonably believed that his or her conduct on behalf of Aged & Co, LLC was lawful and in Aged & Co, LLC’s best interests. The termination, compromise, settlement or other disposition of any action, suit or proceeding by judgment or order to settle shall not create a presumption that the Manager did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of Aged & Co, LLC.

SECTION 10 - MEMBER MEETINGS AND VOTES

10.1 Meetings. Annual meetings of the Members shall be held, scheduled and presided over by the Chairman. Should there be no Chairman, annual meetings shall be scheduled and held as the Members may agree in writing. Special meetings of the Members shall be called and presided over by the Chairman. Special meetings may also be called by the Chairman upon the written request of a Member or Members owning at least one-half of all of the Units; provided that requests to approve the admission of Substitute Members may be postponed until the Members’ annual meeting. Meetings may be held in person or by telephone conference or by any other means by which all participants may simultaneously be heard and hear one another.

The costs of calling and holding the annual or special meeting of the Members and special meetings called by the authorized Manager of Aged & Co, LLC shall be paid by Aged & Co, LLC. Such costs for all other meetings called by the Members shall be paid by the Member or Members calling the meeting. Each Member shall be responsible for his, its, or her own costs associated with attending and participating in a meeting.

The Members shall vote at such meeting on all matters properly brought. Members may vote in person, through proxy, by power of attorney, by letter or writing, by email, fax or by telephone confirmed in writing with or without calling a meeting of the Members. Unless otherwise provided for in another portion of this Operating Agreement, all actions which require a vote of the Members, and there is more than one Member, shall be determined by majority vote as determined by the majority Membership interests voting for or against a measure according to the percentage of Membership interest held by each voting Member. A Member not timely voting shall be deemed to have voted for the proposal subject to any restrictions under applicable state and federal laws, including but not limited to applicable securities laws.

10.2 Notices. All Member requests for meetings shall be addressed to all Managers. Notices of meetings shall be sent to any Member to his, its, or her respective address shown in Aged & Co, LLC's records. Meetings of the Members may be scheduled on a date not less than fifteen (15) days nor more than sixty (60) days after the request for a meeting is received by the Managers and shall be held at the principal offices of Aged & Co, LLC, or at another location designated by the Managers as contained in the notice. A meeting notice shall describe the purposes for which the meeting is called; provided that any Member or Members possessing at least fifty percent (50%) of all of the Units of Aged & Co, LLC may propose a vote on any matter on which the Members are entitled to vote under this Operating Agreement. Matters not described in a meeting notice may be presented at a meeting if the Members or their authorized representatives possessing at least fifty-one percent (51%) of all of the Units issued to all Members are present at the meeting and may be voted upon if the Members or their authorized representatives possessing at least the required percentage of the Units to approve such matter are present at the meeting.

10.3 Actions Taken Without a Meeting. Any action required or permitted by the Members may be taken without a meeting if the action is evidenced by one or more written consents signed by all Members or by such Member's proxy or attorney-in-fact entitled to vote describing and consenting to the action taken. Any action taken without a meeting shall be effective when all Members entitled to vote have signed the consent unless the consent specifies a different effective date. The written consent of the Members entitled to vote has the same force and effect as unanimous vote of such Members, if any, and may be stated as such in any document.

10.4 Fifty-One Percent Votes. A vote by or on behalf of the Members possessing at least fifty-one percent (51%) of all of the Units of Aged & Co, LLC shall be required to approve or disapprove all matters affecting Aged & Co, LLC. There shall be no instance in which a 100% vote of the Members shall be required for the conduct of any business affecting Aged & Co, LLC.

SECTION 11 - ALLOCATIONS AND DISTRIBUTIONS

11.1 Members' Records.

(1) The Members' Records shall be established and maintained in Aged & Co, LLC's books for each Member and transferee in accordance with generally accepted accounting principles. Aged & Co, LLC shall maintain for each Member a Capital Account, which Capital Account shall be reflected in the Members Records.

The Capital Accounts shall be maintained consistently with the Internal Revenue Service Code, and its Regulations promulgated throughout, and as necessary to preserve Aged & Co, LLC's tax status as a partnership. The calculation, determination, recognition and classification of any item of income, gain, deduction or loss in the Capital Accounts shall be made on the basis of Aged & Co, LLC's fiscal year should the Managers reasonably determine that it is necessary to modify the manner in which the Capital Accounts are computed in order to comply with the Internal Revenue Service Code and the Treasury Regulations; the Manager may amend this Operating Agreement to reflect such modification without the approval of the Members; provided that such amendment is not likely to have a material effect on the amounts distributed to any Members pursuant to Section 18 upon dissolution of Aged & Co, LLC.

11.2 Allocation of Profits and Losses. Subject to the special allocation provisions of Section 11.4 below, all Members' distributive shares of Aged & Co, LLC's Profits or Losses for any Fiscal Year shall be as follows:

(a) Until Abigail Van Horn recoups the amount of her Initial Capital Contribution, profits of the Company shall be allocated as follows:

(i) first, to each Member, pro rata in proportion to the amount of Losses allocated pursuant to Section 11.2(c)(ii) below, with an additional 25% to Abigail Van Horn, until the aggregate Profits allocated pursuant to this Section 11.2(c)(ii) below for all previous Fiscal Years; and

(ii) the balance to the Members pro rata in proportion to their respective Unit holdings.

(b) After Abigail Van Horn recoups the amount of her Initial Capital Contribution and going forward, profits of the Company shall be allocated as follows:

(i) first, to each Member, pro rata in proportion to the amount of Losses allocated pursuant to Section 11.2(c)(ii) below, until the aggregate Profits allocated pursuant to this Section 11.2(c)(ii) below for all previous Fiscal Years; and

(ii) the balance to the Members pro rata in proportion to their respective Unit holdings.

(i) first, to each Member pro rate in proportion to their respective Unit holdings, until the aggregate Losses allocated pursuant to this Section 11.2(b)(i) equal the aggregate Profits allocated pursuant to Section 11.2(a)(ii) above for all previous Fiscal Years; and

(ii) the balance to each Member pro rata in proportion to his, its, or her positive Capital Account balance.

11.3 General Provisions.

- (a) Except as otherwise provided in this Operating Agreement, the Member's distributive shares of all items of Company income, gain, loss, and deduction are the same as his, its, or her distributive shares of Profits and Losses.
- (b) The Managers shall allocate Profits, Losses, and other items properly allocable to any period using any method permitted by Internal Revenue Code Section 706 and the Treasury Regulations promulgated thereunder as may be amended from time to time.
- (c) No distributions of Net Cash Flow shall be treated as non-recourse liability or Partner non-recourse debt all allowed by Treasury Regulation 1.704-2.
- (d) Each Member agrees to report his, its, or her share of income and loss for federal income tax purposes in accordance with the provisions of this Section 11.

11.4 Special Provisions.

- (a) Minimum Gain Chargeback. Notwithstanding any other provisions of this Section 11, if there is a net decrease in Partnership Minimum Gain under Section 1.704-2, then each Member shall be allocated such amount of income and gain for such year under Treasury Regulation Section 1.704-2 as is necessary to meet the requirements for a minimum gain chargeback.
- (b) Partner Nonrecourse Debt Minimum Gain Chargeback. Subject to this Section 11, except Section 11.4(a) above, if there is a net decrease in Partner Nonrecourse Debt Minimum Gain under Treasury Regulation Section 1.704-2 attributable to a Partner Nonrecourse Debt under Treasury Regulation Section 1.704-2, any Member who has a share of the Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt, shall be allocated such amount of income and gain for such year in the manner required by Treasury Regulation Section 1.704.

- (c) Qualified Income Offset. If a Member unexpectedly receives any adjustment, allocation or distribution described in Treasury Regulations Section 1.704-1, items of income and gain for shall be specifically allocated to such Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Adjusted Capital Account Deficit of such Members as quickly as possible, provided that an allocation pursuant to this Section 11.4(c) shall be made only if and to the extent of such Member would have an Adjusted Capital Deficit after all other allocations provided for in Section 11.2 above and this Section 11.4 tentatively have been made as if this Section 11.4(c) were not in this Operating Agreement.
- (d) Limitation on Losses. Notwithstanding anything else contained in this Operating Agreement, losses allocated to any Members pursuant to Section 11.2 above shall not exceed the maximum amount of losses that may be allocated without causing such Members to have an Adjusted Capital Account Deficit at the end of the Fiscal Year have an Adjusted Capital Account Deficit at the end of the Fiscal Year for which such allocation is made.
- (e) Internal Revenue Code Section 754 Adjustment. To the extent that an adjustment to the Basis of any asset pursuant to Internal Revenue Code Sections 734(b) or 743(b) is required under Treasury Regulation 1.704-1, the adjustment shall be treated as an item of gain or loss, as applicable, and such gain or loss shall be allocated to the Members consistent with the allocation of the adjustment pursuant to such Treasury Regulation.
- (f) Nonrecourse Deductions. Nonrecourse Deductions under Treasury Regulation Section 1.704-2 for any Fiscal Year shall be allocated among the Members in proportion to their respective Unit holdings.
- (g) Partner Nonrecourse Deductions. Any Partner Nonrecourse Deductions under Treasury Regulation Section 1.704-2 shall be allocated pursuant to Treasury Regulation Section 1.704-2 to the Member who bears the economic risk of loss with respect to the Partner Nonrecourse Debt to which it is attributable.
- (h) Purpose and Application. The purpose and the intent of the special allocations provided for in this Section 11.4 are to comply with the provisions of Treasury Regulation Sections 1.704-1 through 1.704-4, and as they may be amended or supplemented from time to time, and such special allocations are to be made so as to accomplish that result. However, to the extent possible, the Manager, in allocating items of income, gain, loss, or deduction among the Members, shall take into account the special allocations in such a manner that the net amount of allocations to each Member shall be the same as such Member's

distributive share of Profits and Losses would have been the events requiring the special allocations not taken place. The Manager shall apply the provisions of this Section 11.4 in whatever order the Manager reasonably believes will minimize any economic distortion that otherwise might result from the application of the special allocations.

- 11.5 Internal Revenue Code Section 704(c) Allocations.** Solely for federal, state, and local income tax purposes and not for any other reason any qualified exchange for a Capital Contribution, shall be determined in accordance with Internal Revenue Code Section 704(c) and the applicable Treasury Regulations.
- 11.6 Allocations Relating to Taxable Issuance of a Unit.** Any income, gain, loss or deduction realized by Aged & Co, LLC as a direct or indirect result of the issuance of one or more Units by the Company (the "Issuance Items") shall be allocated among the Members, so that, to the extent possible, the net amount of such Issuance Items, together with all other allocations under this Operating Agreement to each Member, shall be equal to the net amount that would have been allocated to each such Members if the Issuance Items had not been realized.
- 11.7 Distributions of Net Cash Flow.** Except when Aged & Co, LLC is in the process of dissolution and winding up as provided in Section 18 below, from time to time and at such times as the Members may determine from time to time, all or a portion of Aged & Co, LLC's Net Cash Flow, less reserves for future expenditures determined by the Members to be necessary or advisable, shall be distributed to Members pro rata in accordance with his, its, or her respective Unit holdings.
- 11.8 Tax Distributions.** The Managers shall cause Aged & Co, LLC to distribute to each Member within ninety (90) days after the end of each Fiscal Year an amount equal to the excess of (i) the federal and state income tax liabilities of a Members arising from allocations made pursuant to Sections 11.2 through 11.6 from the first day of such Fiscal Year to the last day of such Fiscal Year over (ii) all distributions made to such Members from the first day of such Fiscal Year to the last day of such Fiscal Year. The amount distributable under this Section 11.8 shall be determined by the Managers, taking into account the maximum combined federal and state tax rate applicable to the subject Members on ordinary income and net short-term capital gain or on net long-term capital gain, as applicable, and the amount thereof so allocated to such Members. Any amount distributed to a Member under this Section 11.8 shall be treated as an advance of any distributions to which such Member would otherwise be entitled under this Operating Agreement and the amounts otherwise distributable to a Member pursuant to any other provision of this Agreement shall be reduced by the amount distributed pursuant to this Section 11.8.
- 11.9 Division Among Members.** If there is a change in one or more Member's Unit holdings during a Fiscal Year, each Member's (i) distributive share of Profits or

Losses or any item thereof for such Fiscal Year or (ii) distributions thereafter shall be determined by the Managers in accordance with any method prescribed by Internal Revenue Code Section 706(d) or the Treasury Regulations promulgated thereunder as he or she reasonably sees fit.

SECTION 12 - FISCAL YEAR AND ACCOUNTING

12.1 Fiscal Year. The fiscal year of Aged & Co, LLC shall be the calendar year, except the final year of AGED & CO, LLC shall be that period beginning on the first day of such year and ending on the date of termination of the Articles of Organization and all amendments thereto.

12.2 Accounting. At all times during the term of Aged & Co, LLC, Aged & Co, LLC shall keep or cause to be kept, full and accurate books of account, in accordance with generally accepted accounting principles applied on a consistent basis as determined in the sole and exclusive discretion of Aged & Co, LLC. Such books of account shall fully and accurately reflect the transactions of Aged & Co, LLC and shall be kept for such time as required by applicable law. Aged & Co, LLC's accountants employed at any one time shall be the final authority with regard to any accounting questions that may arise during the course of the business of Aged & Co, LLC.

SECTION 13 - TAX MATTERS

13.1 Tax Matters Partner. The Manager delegated the authority for tax matters shall be the "tax matters partner" for purpose of dealing with tax authorities. Abigail Van Horn is designated as tax matters partner, unless he expressly revokes his designation as tax matters partner in writing or is removed as a Manager. The tax matters partner may delegate such duties to a certified public accountant or tax attorney selected by the Members as he deems appropriate. The tax matters partner shall cause the preparation and timely filing of all tax returns required to be filed by Aged & Co, LLC pursuant to any federal, state or local laws and regulations and all other tax filings and payments deemed necessary and required in each jurisdiction in which Aged & Co, LLC does business. The tax matters partner shall use his or her reasonable judgment in the preparation of such returns, filings, and payments.

13.2 Tax Considerations. Aged & Co, LLC shall, to the extent permitted by applicable law and regulations, elect to claim those tax positions as the tax matters partner, in his or her discretion, determines to be most favorable to the Members. When permitted, Aged & Co, LLC shall elect to be treated as a partnership for income tax purposes. Wherever reasonably possible, Aged & Co, LLC shall treat as expense items all amounts incurred for services, rent, taxes, leases, interest and other costs and charges during or relating to property which may, in accordance with applicable law, regulations or decisions, be considered as expenses. Any such items that Aged & Co, LLC must capitalize shall be spread over the shortest period of time allowable. No Members shall take any action or refuse to take any action which could cause Aged & Co, LLC to forfeit the benefits of any tax election previously made or agreed to be made. Each Member shall promptly supply Aged & Co, LLC with any information necessary to give effect to such tax elections.

SECTION 14 - INDEMNITY

14.1 Aged & Co, LLC's Indemnification of Members and Managers. Aged & Co, LLC shall indemnify, reimburse and hold harmless the Members and any Managers, authorized to act on behalf of Aged & Co, LLC against expenses, attorneys' fees, losses, damages, claims, judgments and other liabilities arising from their acts or omissions on behalf of Aged & Co, LLC or in the furtherance of Aged & Co, LLC's interests so long as such Members or Managers conducted himself or herself in good faith and that his or her conduct on behalf of Aged & Co, LLC was lawful and in Aged & Co, LLC's best interest. The termination, compromise, settlement or other disposition of any action, suit, proceeding or judgment shall not create a presumption that the Member or Manager did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to Aged & Co, LLC's best interests.

To the extent permitted by applicable law, Aged & Co, LLC may also advance, pay for or reimburse the reasonable expenses, costs, attorneys' fees, losses, damages, claims, judgments and other liabilities incurred by a Member or Manager as they arise who is a party to a proceeding in advance of the final disposition of the proceeding so long as Aged & Co, LLC may do so without materially impairing its ability to continue its business.

Aged & Co, LLC shall not indemnify a Member or Manager in connection with a proceeding by or in the right of Aged & Co, LLC in which the Member or Manager is adjudged liable to Aged & Co, LLC; or in connection with any proceeding charging improper personal benefit to a Member or Manager in which the Member or Manager is adjudged liable on the basis that personal benefit was improperly received.

14.2 Member's Indemnification of Aged & Co, LLC and Other Members. Each Member shall indemnify, reimburse and hold harmless Aged & Co, LLC and other Members, if any, against expenses, costs, attorneys' fees, losses, damages, claims, judgments and other liabilities arising from any breach of any of such Member's representations and warranties set forth about his, its, or her Capital Contribution or his, its, or her authority to enter into the Articles of Organization or this Operating Agreement. Such Members shall immediately indemnify, pay, and reimburse the expenses, costs, attorneys' fees, losses, damages, claims, judgments and other liabilities of Aged & Co, LLC and the other Members, if any, as they arise.

14.3 Force Majeure. Notwithstanding anything in this Operating Agreement to the contrary, no Member or Manager shall be liable (except for such Member's obligations to contribute or return his, its, or her Capital Contributions under this Operating Agreement) for any loss or damage to property or operations caused by his, its, or her failure to carry out any of the provisions of the Articles of Organization, the Articles of Amendment or this Operating Agreement as a result of foreseeable or unforeseeable acts of God or incidents resulting from outside forces, such as strikes, labor troubles, riots, fires, weather, floods, acts of a public enemy, insurrections, breakdown or failure of machinery, acts, omissions or delays of governmental authorities, and governmental laws, rules, regulations or orders.

14.4 Limitation Period on Actions Among Members. Actions hereunder or in any way connected herewith by a Member or Manager against another Member or Manager or arising out of the business conduct of Aged & Co, LLC must be brought within two (2) years after the cause of action has been discovered or should have been discovered by the claiming Member or no later than the applicable statutory limitations period as prescribed by Colorado law, whichever is later.

14.5 No Waiver. The failure of any Member or Manager to insist upon strict performance of a covenant or condition hereunder shall not be a waiver of such Member or Manager's right to demand strict compliance therewith in the future.

SECTION 15 - DISPUTES AND ARBITRATION

15.1 Disputes. This Section 15 in its entirety shall apply if and only if Aged & Co, LLC has more than one Member. This Section 15 specifically shall not apply if Aged & Co, LLC has only one Member, unless a dispute arises between a former Member and Aged & Co, LLC any current Members, or both, in which case this Section 15 shall apply in full. The parties hereby agree to seek to first resolve any disputes or claims arising among any Members, any Manager or Aged & Co, LLC in connection with Aged & Co, LLC amicably through discussions between the parties or through a mediator that the parties may mutually designate. No breach shall be deemed to occur hereunder until the party alleged to be in breach is given at least fifteen (15) days prior written notice describing such dispute or claim.

15.2 Dispute Resolution. If any such dispute or claim is not settled by the parties or cured within said fifteen (15) days, then either party shall have the right, but not the obligation, to file any action he, she or it deems appropriate with a court of competent jurisdiction. For the purpose of this Operating Agreement dispute resolution only, any action associated with or arising out of this Operating Agreement or associated with or arising out of Aged & Co, LLC and involving Aged & Co, LLC, the exclusive jurisdiction and venue shall be in the state County or District Courts for the City and County of Broomfield, State of Colorado. By this Operating Agreement, each and every member and Aged & Co, LLC all submit to the *in personam* and *in rem* jurisdiction of the state courts of the State of Colorado and all waive any defenses based on lack of jurisdiction and forum *non conveniens*. If and only if the parties should otherwise agree mutually and in writing, the parties may, alternatively, submit such action, claims, and causes of action to binding arbitration through the Judicial Arbitrator's Group ("JAG"), alternatively or with any other private arbitrator upon whom the parties mutually agree in writing, by notice to the other party or parties. Except as otherwise agreed by the parties in writing, the arbitration shall be administered by and held in accordance with the rules of procedure and any expedited procedures of JAG. If a private arbitrator other than JAG is selected by the parties, then the private arbitrator shall use the then applicable Colorado Rules of Civil Procedure, and Colorado Rules of Evidence as modified in the arbitrator's discretion, for the arbitration. A single independent arbitrator shall be jointly selected by the parties according to the rules of JAG as quickly as possible.

arbitration proceedings, or, failing such agreement, each party to such arbitration shall select one arbitrator within five (5) days of such failure of agreement and the arbitrators so chosen shall select a single arbitrator (who may not be one of the arbitrators chosen by the parties) upon mutual agreement within fifteen (15) days of their selection. In the event any party shall fail timely to select an arbitrator, such party shall be deemed to have accepted the arbitrator selected by the other party or parties.

The parties agree to be bound by the arbitrator's award issued as provided in this Operating Agreement. However, the parties may settle any dispute at any time prior to the arbitrator's rendering his or her decision and thereby terminate the arbitration.

15.3 Discovery. After selection of the arbitrator, each party may conduct such depositions, interrogatories and other discovery of non-privileged materials and information (excluding privileged materials such as attorney-client communications and attorney work product) as is permitted by the arbitrator; provided that such discovery shall be conducted within forty-five (45) days following selection of the arbitrator ("Discovery Period") and provided further that each party may depose up to six (6) persons. The arbitrator may not attend and participate in each such deposition except to decide any procedural disputes arising out of the deposition. Each party agrees to comply with such discovery requests promptly so that the discovery may be timely accomplished. Copies of requested documents which the arbitrator agrees are not privileged and are subject to discovery shall be provided at the sole expense of the requesting party. The arbitrator shall have discretion to expand or condense the time lines and discovery rules in this section, or may allow discovery under Colorado's state Rules of Civil Procedure as such rules exist at the time of arbitration.

15.4 Proceedings. The arbitration shall require an arbitration hearing unless the parties otherwise mutually agree in writing to submit the dispute to the arbitrator without a hearing. The arbitrator may require a conference with the parties in person or by telephone should the arbitrator believe it reasonably necessary or useful to review or consider initial briefs and reply briefs filed by the parties, the parties' responses to the arbitrator's questions or other matters which the arbitrator may consider in connection with the arbitration.

If the parties mutually agree in writing not to have an arbitration hearing, then the arbitration shall be conducted as a review by the arbitrators of written initial briefs and reply briefs submitted by each party. Each party's initial brief shall propose a remedy and contain a detailed statement of the justification therefor, supporting information therefore or any additional information which such party may elect to submit. Each party's reply brief, if any, shall contain such party's response to the other party's initial brief, supporting information therefor or any additional information which such party may elect to submit. A reply brief shall not propose another remedy. Such briefs shall not contain any information or propose a remedy not previously offered to the other party before the expiration of ten (10) days following the Discovery Period. The initial briefs shall be exchanged by the parties and submitted to the arbitrator within thirty (30) days following the Discovery Period. The reply briefs shall be exchanged by the parties and submitted to the arbitrator within forty-five (45) days following the Discovery Period.

Except disclosures as may be required by a court or other governmental authority or as may be required to enforce any arbitration award hereunder, the parties hereby agree that the notices and negotiations between the parties to settle a dispute, the briefs of the parties, any information or evidence disclosed in connection with the discovery and/or the arbitration, the arbitration and any arbitration award shall be kept confidential and not disclosed to others. Settlement proposals and admissions made by a party in negotiations to settle a dispute shall not be disclosed by the other party to the arbitrator.

15.5 Award. In an arbitration determined without a hearing, if a party fails to submit an initial brief by the expiration of the Initial Brief Period, the arbitrator shall select the proposed remedy of the other party. In making its award, the arbitrator may consider the briefs submitted, this Operating Agreement, the evidence presented at hearing, the governing law specified in this Operating Agreement and responses of the parties to the arbitrator's questions. Unless otherwise agreed by the parties in writing, the arbitrator shall be required to render his or her award and a written decision supporting his award within sixty (60) days following the submission of all briefs or conclusions of the hearing, as applicable. The arbitrator's award made as provided in this Operating Agreement shall be final and binding upon the parties hereto, and judgment for the enforcement of such award may be entered in any court of competent jurisdiction.

15.6 Costs. The substantially prevailing party in any judicial action shall be awarded his, its, or her reasonable attorney's fees, costs, expert witness fees, expenses, and pre- and post-judgment interest from the date the action accrued until paid in full as a part of the judgment.

The party whose remedy was not selected by the arbitrator shall pay the costs of the forum, the arbitrator's fees and the arbitration proceeding; the attorneys' fees, accountants' and consultants' and expert fees for all parties incurred in connection with the arbitration and other related proceedings; and all costs and charges incurred by any party in connection with enforcing the arbitration award.

SECTION 16 - ADDITIONAL MEMBERS AND UNITS

16.1 Additional Units. By approval or on behalf of the Members in possession of all of the Units, Aged & Co, LLC may issue Additional Units by sale or other issuance to an existing Member or other persons or entities (separately and together, "Additional Members") upon such conditions and for such consideration as the current Members or Members may determine. Any such sale or other issuance of Aged & Co, LLC's Units shall be made in accordance with the Articles of Organization, and this Operating Agreement. As a condition to such issuance, Additional Members acquiring such Units shall accept and ratify the Articles of Organization, the Articles of Amendment, this Operating Agreement and all other documents and instruments as Aged & Co, LLC may require and shall become Members holding such Units upon the effective date the certificates for such Additional Units are issued. The legal fees and costs associated with the preparation and filing of an amendment to the Articles of Organization to effectuate such admission and all other documents and instruments shall be paid by the Additional Members acquiring such Units. Page 155 of 198

16.2 Allocations. Additional Units shall not be entitled to any retroactive allocation of Aged & Co, LLC's income, gains, losses, deductions, credits or other matters of any kind, provided that Additional Units shall be entitled to their respective share of Aged & Co, LLC's income, gains, losses, deductions, credits and other matters of any kind arising under contracts entered into before the effective date of the issuance of any Additional Units to the extent that such income, gains, losses, deductions, credits and other matters of any kind for that portion of Aged & Co, LLC's fiscal year after the effective date of the issuance of the Additional Units.

SECTION 17 - TRANSFERS

17.1 General. This Section 17 shall apply if and only if Aged & Co, LLC has more than one Member. Each Member hereby agrees that his, its, or her Units or any portion thereof may be transferred only with the consent of all of the other Members, if any. If Aged & Co, LLC has more than one Member, and such mutual consent is not reached among all of the Members, then the provisions of 17.4 below shall control. No transfer of a Unit shall be effective until the provisions of this Section 17 are satisfied and the transfer is recorded in the Members Records.

17.2 Preferential Redemption Right. For a period of fifteen (15) days following receipt of notice of a proposed transfer, which notice shall completely and accurately describe the terms and conditions of such transfer, Aged & Co, LLC shall have the preferential right to redeem any Units or separated Economic Interests therein that the holder thereof proposes to transfer for a period of fifteen (15) days following receipt of notice of such proposed transfer completely describing the terms and conditions of such transfer. The redemption of such Units shall be made on the same terms and conditions as described in the notice of the proposed transfer (so long as such proposed transfer constitutes an arms-length transaction) and provided that Aged & Co, LLC shall have not less than thirty (30) days in which to pay for such Units and consummate the closing. In the event Aged & Co, LLC shall elect not to exercise its redemption rights granted in this Section 17.2 or fail timely to elect to so exercise such rights, the Members proposing to transfer her Units shall be entitled to transfer such Units, subject to the satisfaction of the provisions of Section 17.3 below, on the same terms as set forth in the notice of transfer delivered to Aged & Co, LLC, to the proposed transferee within ninety (90) days of Aged & Co, LLC's election not to exercise or the expiration of the above referenced 15 days, as applicable. Should such Member not consummate such transfer within such 90 days, the transfer of such Units shall again be subject to Aged & Co, LLC's preferential redemption rights as set forth in this Section 17.2.

17.3 Approval. Should a Member propose to transfer Units to Aged & Co, LLC or third party and Aged & Co, LLC does not elect to redeem, such proposed transferee shall be submitted to the Member for his, its, or her approval. Within thirty (30) days following receipt of such notice, each Member shall vote whether or not to approve the proposed transfer of Units and whether or not the proposed transferee should be admitted as a substitute Member for the transferring Member to the extent of the Units proposed to be transferred. If a Member does not vote within said thirty (30) days, such Member shall be deemed to have voted for such transfer and the admission of such transferee as a substitute Member for the transferor Member to the extent of the Unit proposed to be transferee.

If a proposed transfer of Units is approved by or on behalf of all of the Members, the transferee shall be admitted as a Member and shall be vested with all the rights and powers, and be subject to all the restrictions and liabilities of the transferor to the extent of the Units transferred. Admission of a transferee as a substitute Member shall not relieve the transferor from his, its, or her obligation or liabilities existing hereunder on or before the effective date of admission; provided that the transferor shall be relieved from such obligations and liabilities to the extent that such obligations are to be performed after the effective date of admission or that such liabilities arise thereafter.

If a proposed transfer of Units is not approved by all of the Members, the proposed transferee shall not be admitted as a substitute Member and shall not acquire any of the Units proposed to be transferred or any interest therein provided; however, notwithstanding anything to the contrary contained in this Section 17.2 or elsewhere in this Operating Agreement, any Member shall have the right, without the requirement of obtaining the approval or consent of any other Members, to transfer all or any part of such Member's Units to a permitted transferee.

As an additional condition to any such transfer of Units, the transferring Members shall deliver to Aged & Co, LLC, if requested by Aged & Co, LLC, an opinion of counsel satisfactory to the Managers of Aged & Co, LLC that registration under the Securities Act of 1933 and 1934, as amended (the "1933 and 1934 Acts") is not required for such transfer, or the submission to the Managers of such other evidence as may be satisfactory to the Managers, to the effect that such transfer will not be in violation of the 1933 or 1934 Acts, applicable state securities laws or any rules or regulations promulgated thereunder.

Members may approve the transfer of any Units of Aged & Co, LLC in advance to be effective at such time and under such conditions as the Members may agree.

17.4 Buy-Sell Rights. In addition to the rights and obligations set forth elsewhere in this Agreement, any Member may compel the purchase of all Units beneficially owned by him or her, or sale by all other Members of all Units owned by him or her, in the following manner: The Member wishing to invoke the procedures set forth in this paragraph (the "Electing Member") shall give notice to all other Members (collectively the "Responding Members"), if any, containing a statement of the Electing Member's intent to rely on this paragraph and an offer to purchase all Units beneficially owned by the Responding Members for a specified purchase price per Unit payable at the closing in cash or certified funds. The Responding Members shall have an option, for a period of 30 days after the date such notice is given, either to sell all Units owned beneficially by the Responding Members upon the terms specified, or to purchase pro-rata, based upon the number of Units already owned beneficially by the Responding Members, all Units owned beneficially by the Electing Members upon such terms. The Responding Members shall give notice of Responding Members' response to the Electing Members within said 30-day period, and failure to respond shall be deemed to be an election by all Responding Members to sell to the Electing Members. The closing of the purchase and sale of Units pursuant to this paragraph shall take place not later than 30 days after the date notice of response is given or deemed to be given. At the closing, the purchasing Members, or the purchasing Members' pro-rata based upon Units already owned beneficially by such Members, shall also (i) purchase all indebtedness of Aged & Co, LLC to the selling Members or Members, for the outstanding

principal amount thereof plus accrued and unpaid interest thereon, and (ii) indemnify and agree to hold harmless the selling Members or Members from any and all liability they may have on their guarantees of obligations of Aged & Co, LLC.

17.5 Bankruptcy, Insolvency and Other Transfers Requiring Member's Approval.

Upon the bankruptcy, insolvency, receivership or dissolution of a Member, such Member's Membership Interest shall be deemed held by such Member's receivers, administrators, or successors without any further action being required; provided that any such party shall not be deemed a substitute Member and shall not acquire any Management Rights of such Member unless and until the other Members approve such deceased Member's liabilities and obligations as a Member.

17.6 Successors and Assigns. This Operating Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, executors, administrators, officers, directors, shareholders, Members, managers, partners, successors and assigns of the parties hereto.

SECTION 18 - DISSOLUTION AND WIND-UP

18.1 Election to Continue. Upon the occurrence of an event terminating Aged & Co, LLC, Aged & Co, LLC shall be dissolved unless, within one hundred twenty (120) days following the dissolving event, the remaining Member or Members vote to continue the business of Aged & Co, LLC.

Should the remaining Members approve continuing Aged & Co, LLC, Aged & Co, LLC shall be deemed continued without any further or additional documentation to effect such action. All Members and others owning Units or Economic Interests shall automatically become participants in the continued organization without any change in their respective rights and obligations. Unless otherwise agreed to by all of the Members, the Articles of Organization, and this Operating Agreement as amended, shall automatically constitute the Articles of Organization, and Operating Agreement of the continued organization. All of the assets and liabilities of Aged & Co, LLC shall be deemed to be the assets and liabilities of the continued entity. No bond, collateral, assumption or release of any Members or Aged & Co, LLC's liabilities shall be required.

Should the remaining Members not approve to continue Aged & Co, LLC within said one hundred twenty (120) days Aged & Co, LLC shall promptly commence to wind-up its affairs and sell or dispose of all property. No future business shall be done in Aged & Co, LLC's name, except the completion of incomplete transactions and the winding-up of Aged & Co, LLC's affairs and property. Aged & Co, LLC shall be liquidated and terminated in accordance with this Section 18.

18.2 Authority to Wind-up. If winding-up is required hereunder, the Manager to whom such duties are delegated shall wind-up Aged & Co, LLC. If there is no Manager at any time during the wind-up period, the Members shall promptly elect a Manager or any Member may obtain a winding-up decree by a court of competent jurisdiction.

18.3 Liquidation and distribution.

(1) If winding-up Aged & Co, LLC is required, Aged & Co, LLC will begin distributing and liquidating its property (separately and together, the “winding-up”) as provided in this Section 18. The Manager winding-up Aged & Co, LLC’s affairs shall distribute the proceeds as follows:

- (a) to creditors, including Members who are creditors, to the extent otherwise permitted by law, in satisfaction of Aged & Co, LLC’s obligations other than liabilities to the Members on his, its, or her Capital Contributions account;
- (b) to establish reserves as the Managers winding-up Aged & Co, LLC, LLC’s business may deem reasonably necessary for any contingent or unforeseen liabilities of Aged & Co, LLC;
- (c) to pay the expenses of dissolving and liquidating its assets;
- (d) to Members of Aged & Co, LLC in respect of their shares of the profits and other compensation by way of income on their contributions; and
- (e) to Members of Aged & Co, LLC in respect of their contributions to capital.

(2) Except as otherwise provided in this Section 18.3(2), all income, profits, gains, losses, deductions and credits shall be distributed and allocated to any Members pursuant to Section 11. The licenses and other property contributed to Aged & Co, LLC as a Capital Contribution shall be distributed to the Member (or his, its, or her successor) making such Capital Contribution, and undivided interests in any other assets acquired by or developed by Aged & Co, LLC shall be distributed to the Members according to their respective Units.

(3) Any unpaid obligations owed by any Member to Aged & Co, LLC at the time of the distribution shall be deemed to have been collected by Aged & Co, LLC by set-off to the full amount thereof against the earliest amounts that are to be paid (including loans and advancements) or distributed to such Member. Amounts held back shall then be allocated to the Members Records of all of the other Members, if any.

(4) If winding-up of Aged & Co, LLC is required, Aged & Co, LLC will begin distributing and liquidating its assets; provided that Aged & Co, LLC shall try to satisfy its obligations without liquidating its assets. Sales of Aged & Co, LLC’s assets shall proceed as required and as rapidly as reasonable ordinary business practices and business circumstances will permit in the markets wherein such assets are to be sold with a view toward achieving a commercially reasonable sale for the reasonable value of the assets as opposed to distress value therefor.

18.4 Termination. Upon completion of the distribution of Aged & Co, LLC’s assets as provided in this Section 18 Aged & Co, LLC shall be terminated, and the Managers winding-up

business (and the Members if necessary) shall cause the filing of the Notice of Intent to Dissolve and the cancellation of the Articles of Organization, its Articles of Amendment, and shall take all such other actions as may be necessary to terminate Aged & Co, LLC as an existing separate legal entity.

18.5 Claims of a Member. Any Member shall look solely to Aged & Co, LLC's assets for the return of his, its, or her Capital Contributions, and if the assets of Aged & Co, LLC remaining after payment or discharge of the debts or liabilities of Aged & Co, LLC are insufficient to return such Capital Contribution, the Member shall have no recourse against Aged & Co, LLC, the Managing Members or any other Members, if any.

SECTION 19 - REPRESENTATIONS AND WARRANTIES

Each Member hereby represents and warrants that as of the date hereof each of the following is a true, accurate, and full disclosure of all pertinent facts, and further represents and warrants as follows:

- (a) Such Member has been duly authorized to enter into this Operating Agreement, and such Member is not a foreign person as defined under Internal Revenue Code Section 1445(f)(3).
- (b) To the best of such Member's knowledge, neither the execution of nor the compliance with this Operating Agreement has resulted or will result in a default under any agreement to which such Member is party or by which such Member is bound, and there is no action pending or threatened which questions the validity or enforceability of this Operating Agreement as to such Member.
- (c) The address shown in Section 21 below constitutes such Member's legal and permanent residence.
- (d) The Units to be acquired hereunder are being acquired by the Member for investment only and for such Member's own account; no person other than the Member or such Member's Permitted Transferee has or shall have any beneficial interest in the Units; and the Member has no present intention of distributing, reselling or assigning the Units other than to a Permitted Transferee.
- (e) Such Member understands that the Units have not been registered under the 1933 or 1934 Acts, or under the laws of any jurisdiction; that does not intend and is under no obligation to so register the Units; that the Units may not be sold, assigned, pledged or otherwise transferred except upon delivery to the Company of an opinion of counsel satisfactory to the Managers that registration under the 1933 or 1934 Acts is not required for such transfer, or the submission to the Managers of such other evidence as may be satisfactory to the Managers, to the effect that such transfer will

not be in violation of the 1933 or 1934 Acts, applicable state securities laws or any rule or regulation promulgated thereunder; and that legends to the foregoing effect will be placed on all documents evidencing the interests. The Member understands that the foregoing does not limit other restrictions regarding the transfer of his, its, or her Units set forth in this Operating Agreement or under Colorado law.

- (f) Such Member is aware that the investment in Aged & Co, LLC involves a high degree of risk, limited liquidity and substantial restrictions on transferability.
- (g) Such Member is able to bear the economic risk of his, its, or her investment in Aged & Co, LLC and the loss of all or substantially all of such investment.
- (h) Such Member, either himself or herself or through his, its, or her shareholders, Members, partners or advisors, is sophisticated and experienced in investment matters, and, as a result, is in a position to evaluate the merits and risks of an investment in Aged & Co, LLC.
- (i) Such Member has made, and is solely responsible for making his, its, or her own independent evaluation of the economic, credit and other risks involved in his, its, or her investment in Aged & Co, LLC and his, its, or her own independent decision to make such investment; such Member has been given the opportunity to ask questions of, and receive answers from Aged & Co, LLC, with respect to the business to be conducted by Aged & Co, LLC, the financial condition and capital of Aged & Co, LLC and the terms and conditions of the offering of the Units; and such Member has been given the opportunity to obtain such additional information necessary to verify the accuracy of the information that was provided in order for such Member to evaluate the merits and risks of investment in Aged & Co, LLC to the extent that Aged & Co, LLC possesses such information or can acquire it without unreasonable effort or expense; such Member has been furnished with a copy of the Articles of Organization, this Operating Agreement, to which he or she is a party, and any other documents that such Members has deemed necessary and requested in connection with his, its, or her evaluation of the offering of the Units in Aged & Co, LLC, and has relied solely on such Member's own independent evaluation of the offering of the Units in Aged & Co, LLC, and has relied solely on such Member's own independent evaluation of the economic, credit and other risks involved in his, its, or her investment in Aged & Co, LLC in making such investment decision.

SECTION 20 - AMENDMENTS

20.1 Amendments to the Article of Organization and this Operating Agreement may be proposed in writing by any Members owning at least fifty percent (50%) of all of the Units. All amendments to this Operating Agreement shall be decided by unanimous vote of the Members. Copies of any amendments shall be sent to the Members and if amending this Operating Agreement, also attached hereto.

20.2 A proposed amendment shall be voted upon at any meeting of the Members duly called for such purpose or in which the Members agree to vote on such amendments. Such votes shall be made as provided in Sections 10 and 11. Upon the Members' approval of any amendment, all Members, whether or not they consented to such amendment, shall be deemed to have consented to and shall be bound by the terms and provisions thereof as if they had so consented.

20.3 Notwithstanding any provision of this Operating Agreement, amendments to the Articles of Organization or this Operating Agreement which, in the opinion of Aged & Co, LLC's Members, are necessary to maintain the status of Aged & Co, LLC as a tax partnership under federal or state law or for other tax purposes may be made by Aged & Co, LLC's Managers without the necessity of an additional vote of the Members. Copies of any amendments shall be sent to the Members and attached hereto.

SECTION 21 - ADDRESSES

Any notice, payment, request, demand or other communications hereunder shall be in writing and shall be deemed to have been duly given when received by the party to be notified by appropriate means including personal delivery, courier, mail (postage prepaid), facsimile, telex or electronic mail. Such notices, payments or other communications to Members shall be addressed to each Member's respective address contained in Aged & Co, LLC's principal address. Aged & Co, LLC, any Member or holder may change his, its, her or its respective address, fax number, email address, or representative at any time by giving at least ten (10) days prior written notice to:

Abigail Van Horn, Member and Manager of Aged & Co, LLC
13581 Elmore Rd.
Longmont, CO 80504

James Fay, Member and Manager of Aged & Co, LLC
1438 Hover St. #5
Longmont, CO 80501

or as otherwise designated in writing by each Member.

SECTION 22 - GOVERNING LAW

This Operating Agreement shall be deemed to be made under and shall be construed in accordance with the law of the State of Colorado.

SECTION 23 - NO THIRD-PARTY BENEFICIARIES

Except as may be expressly provided for herein, no person or entity not a party hereto shall have any rights or obligations hereunder.

SECTION 24 - ENTIRE AGREEMENT

The Articles of Organization, the Articles of Amendment, and this Operating Agreement contain the entire understanding between and among the Members and supersede any prior understandings and agreements between and among them respecting Aged & Co, LLC. The attached Exhibits 1 is incorporated herein by this reference.

SECTION 25 - NO STRICT CONSTRUCTION

Each Member has participated in the negotiating and drafting of this Operating Agreement. Accordingly, it is understood and agreed that the general rule that ambiguities are to be construed against the drafter shall not apply to this Operating Agreement. In the event any language contained in this Operating Agreement is found to be ambiguous, each party shall have an opportunity in any arbitration arising under this Operating Agreement to present evidence as to the actual intent of the parties with respect to any such ambiguous language.

SECTION 26 - ESTATE PLANNING

26.1 Notwithstanding any other language contained herein, any Member shall be entitled to transfer or convey all of his, its, or her Membership interest in Aged & Co, LLC to one or more trusts or estate planning entities. However, all provisions of this Operating Agreement shall apply, inure to the benefit and be the obligations of such trusts or entities as are applicable to the transferring Member. No trust or other estate planning entity shall have any greater or lesser obligations, or hold or transfer any Membership interests other than are required of or allowed for a Member who is a natural person.

SECTION 27 - ESTATE SUCCESSION

27.1 Not applicable.

SECTION 28 - MISCELLANEOUS

28.1 The use of the male, neuter, or female gender contained herein shall refer equally and be synonymous with any other gender or entity designation throughout this Operating Agreement. The use of the single male, neuter, or female gender contained herein shall refer equally and be synonymous with any other singular or plural designation throughout this Operating Agreement.

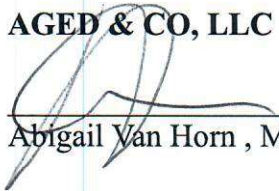
28.2 This Operating Agreement shall become effective upon full execution of this Agreement by each Member. Facsimile signatures of such authorized representatives shall be

contractually binding upon the Members the same as original signatures. Further, this Operating Agreement may be fully executed in counterparts so long as all original or facsimile signatures of all authorized representatives of each Member are attached hereto.

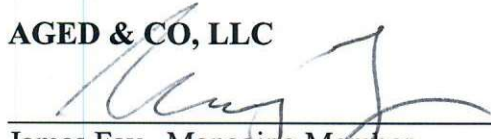
28.3 For the purpose of this entity only, in the event that Aged & Co, LLC either is or becomes a sole Member and Manager entity, and is therefore considered a disregarded entity by the Internal Revenue for tax purposes, Aged & Co, LLC shall still be a separately legally recognized entity under Colorado's Limited Liability Act, and the Member and Manager shall have all the rights and protections afforded any other limited liability entity under such act. If Aged & Co, LLC has more than one Member at any time, Aged & Co, LLC elects to be treated as a partnership for tax purposes, unless another election is made by proper vote of the Members and Managers.

This Operating Agreement is executed as of the date first above mentioned.

AGED & CO, LLC

 12-20-25
Abigail Van Horn, Managing Member

AGED & CO, LLC

 12-20-25
James Fay, Managing Member

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

AGED & CO LLC

is a

Limited Liability Company

formed or registered on 11/05/2025 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20258219477 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 12/11/2025 that have been posted, and by documents delivered to this office electronically through 12/22/2025 @ 08:53:47 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 12/22/2025 @ 08:53:47 in accordance with applicable law. This certificate is assigned Confirmation Number 18005890 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

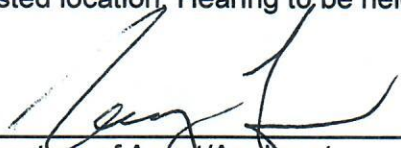
AFFIDAVIT OF POSTING

STATE OF COLORADO)
) ss
COUNTY OF WELD)

I, JAMES E FAY, do solemnly swear that the PUBLIC HEARING NOTICE for the Town of Mead Liquor License Authority was posted on the 10th day of February, 2026, for ten days at the following location:

Aged and CO, LLC
234 Main St #C101
Mead, CO 80542

The Public Hearing is to hear an application to grant a new FMB and Wine License at the posted location, Hearing to be held on the 9th day of March, 2026.



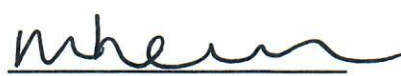
Signature of Agent/Applicant

Date: 3RD MARCH 2026

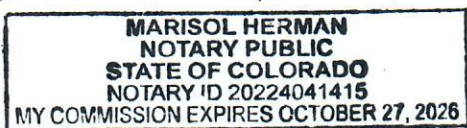
STATE OF COLORADO)
) ss (seal)
COUNTY OF WELD)

Subscribed and sworn before me on this 3 day of March, 2026 by: James E Fay (name as appears on drivers license).

My commission expires: October 27, 2026



Notary Public



NOTICE

PURSUANT TO THE LIQUOR LAWS OF
COLORADO

AGED & CO LLC

HAS REQUESTED THE TOWN OF MEAD TO:

GRANT: A NEW FMB AND WINE LICENSE

LICENSE AT: 234 MAIN ST C101., MEAD, CO
TO SELL FERMENTED MALT BEVERAGE AND

HEARING ON APPLICATION TO BE HELD:

AT MEAD TOWN HALL 441 THIRD ST MEAD, CO

DATE/TIME: MARCH 9, 2026 AT 6:00 PM

The Public may participate in person or virtually
through a device or phone. Link is available at
www.townofmead.org/meetings

DATE OF APPLICATION: FEBRUARY 2, 2026

BY ORDER OF THE TOWN OF MEAD

OFFICERS: ABIGAIL VAN HORN &
JAMES FRAY, 234 MAIN ST C101, MEAD CO

PETITIONS OR REMONSTRANCES may be filed
at mstrutt@townofmead.org or mail to: Town
of Mead, 441 Third St, Mead, CO 80542 by
5:00pm on FEBRUARY 25, 2026

Community Development Planning and Zoning



March 2nd, 2026

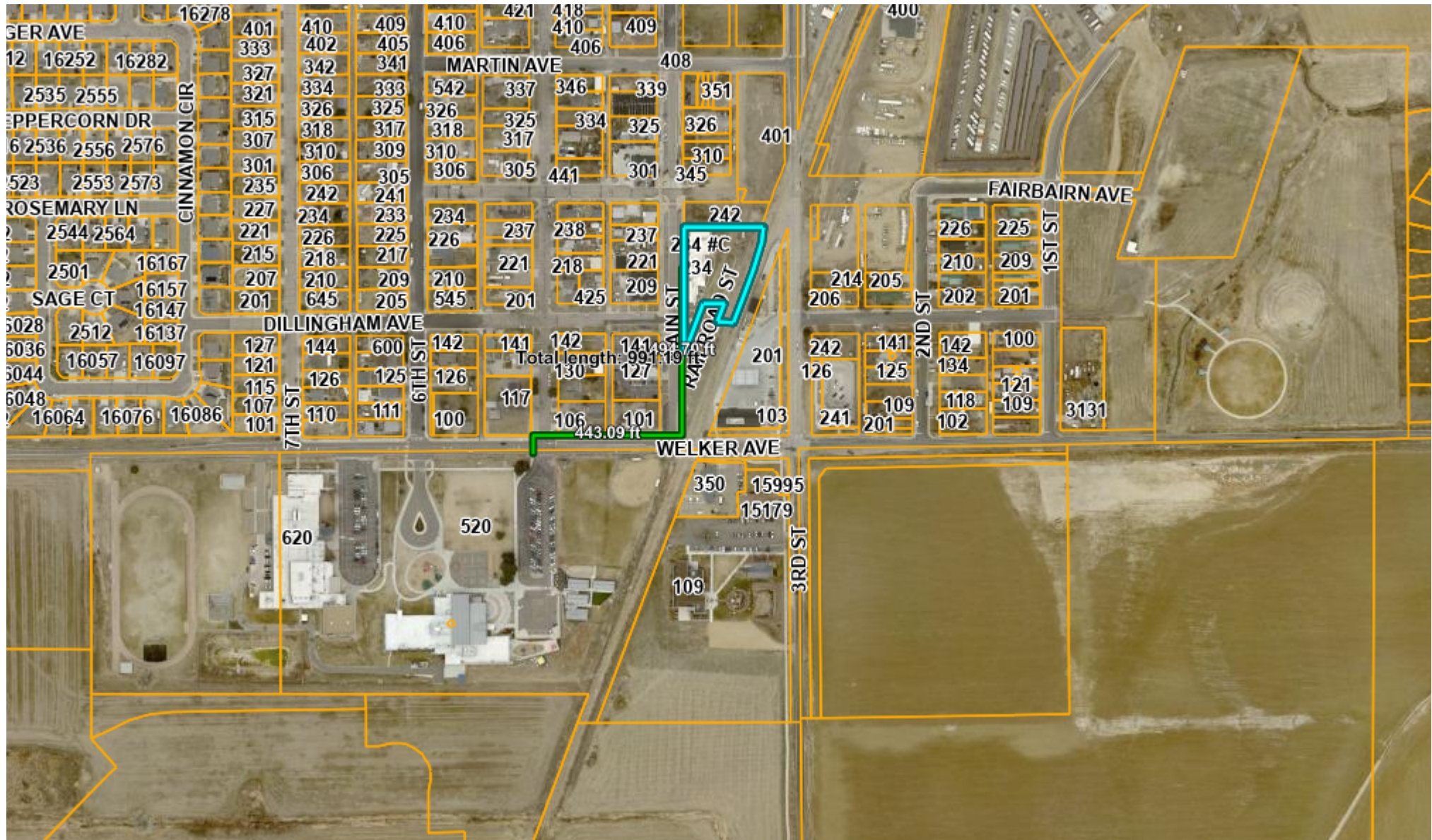
Re: Fermented Malt Beverage & Wine License Review for 234 Main St. Unit #C101 (Aged & Co. LLC)

To Whom it may concern,

Thank you for inquiring about the property located at 234 Main St. Unit #C101, Mead, CO (the “Property”). The Property is currently zoned as Downtown Mixed-Use (DMU). This letter confirms that Alcohol Sales, Retail is an allowable use in this zoning district. Sincerely,

Alex Ailey, Planner II

Aged & Co, LLC Distance



Scale: 1:4825

Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.



Notes:

DISCLAIMER: This product has been developed solely for internal use only by Weld County. The GIS database, applications, and data in the product is subject to constant change and the accuracy and completeness cannot be and is not guaranteed. The designation of lots or parcels or land uses in the database does not imply that the lots or parcels were legally created or that the land uses comply with applicable State or Local law. UNDER NO CIRCUMSTANCE SHALL ANY PART THE PRODUCT BE USED FOR FINAL DESIGN PURPOSES. WELD COUNTY MAKES NO WARRANTIES OR GUARANTEES, EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS, ACCURACY, OR CORRECTNESS OF SUCH PRODUCT, NOR ACCEPTS ANY LIABILITY, ARISING FROM ANY INCORRECT, INCOMPLETE OR MISLEADING INFORMATION CONTAINED THEREIN.



January 30, 2026

RESULTS OF THE LIQUOR LICENSE SURVEY REGARDING: Aged & Co
 234 Main Street, C101
 Mead, CO 8542

Applicant: Aged & Co, LLC

Purpose: Application for a NEW Fermented Malt Beverage and Wine Off-Premises Retailer License (City)

ISSUE: A petition was circulated to determine if the needs of the neighborhood and desires of the inhabitants were or were not being presently met by existing similar alcoholic beverage outlets. Those in favor of Aged & Co being granted a NEW Fermented Malt Beverage and Wine Off-Premises Retailer License indicated by checking the "YES" column of the signature sheet, those opposed checked the "NO" column. The results were as follows:

IN FAVOR OF LICENSE "YES"		OPPOSED TO LICENSE "NO"		<u>TOTAL SIGNATURES</u>
95%	103	5%	5	108

Percentages in this report have been rounded to the nearest whole number.

SURVEY STATISTICS

	FAVOR "YES"		OPPOSE "NO"		TOTAL
Business Survey Results	100%	10	---	0	10
Residential Survey Results	95%	93	5%	5	98

	BUSINESS	RESIDENTIAL	TOTAL
No Response	10	188	198
Declined to Participate	4	27	31
Not Qualified to Sign	3	12	15
Disqualified	0	2	2
"No" Signatures	0	5	5
"Yes" Signatures	10	93	103
TOTAL CONTACTS & ATTEMPTS	27	327	354

SURVEY STATISTICS (Continued)

>Number of Businesses and Residents Contacted: 354 Attempts – 198 No Response = 156
 >Business Survey Participation Rate: 10 Signatures/ 14 Qualified Contacts = 71%
 >Residential Survey Participation Rate: 98 Signatures/ 127 Qualified Contacts = 77%
 >Percentage of Residents Home During Survey: 139 Contacts/ 327 Attempts = 43%

<u>REASONS FOR OPPOSITION SIGNATURES</u>		<u>REASONS FOR DECLINING TO PARTICIPATE</u>	
Enough / Too Many	2	Not Interested	10
No Reason	2	Too Busy	9
AGAINST ALCOHOL	1	Do Not Sign Any Petitions / Survey	7
BROTHER ADDICTED TO ALCOHOL	1	No Opinion	4
Total	6	Against Company Policy	1
		Total	31
		<u>CONTACTS NOT QUALIFIED TO SIGN</u>	
		Under 21	6
		Non-Resident	5
		Owner / Manager Unavailable	3
		No English Spoken or Read	1
		Total	15

Reasons for opposition in **BOLD** may be considered as invalid or irrelevant to the needs and desires issue of this survey. If irrelevant or invalid reasons are discounted from the final tally, the results would be:

<u>FAVOR "YES"</u>		<u>OPPOSE "NO"</u>		<u>TOTAL</u>
97%	103	3%	3	106

PETITION METHODOLOGY

- Survey Dates and Times:

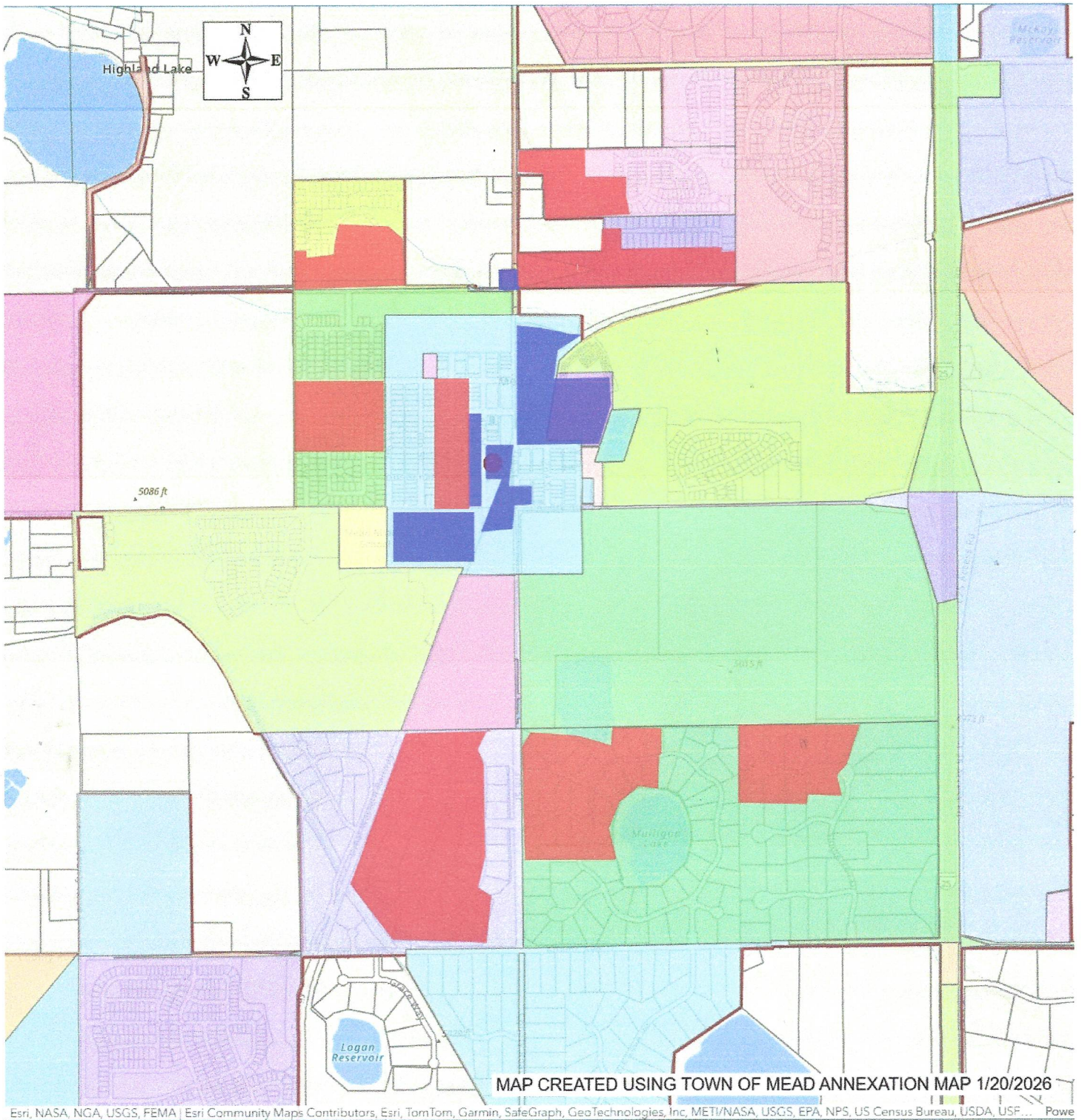
Business & Residential:	Tuesday	January 27, 2026	9:00 am – 5:15 pm
Business & Residential:	Wednesday	January 28, 2026	10:30 am – 4:45 pm

- Survey Areas: Circulators started in areas closest to the proposed licensed site and obtained samples throughout the boundary area. Please see the attached map.
- Circulators of the Survey: There was one circulator of this survey. Prior to the start of the survey, the circulator was briefed on the type of liquor license application, the areas to be surveyed and reminded to remain unbiased in their approach to residents and businesspeople. The circulator had with her a face sheet with the applicant's business name, location and hearing information, instructions, and the petition/survey issue along with signature sheets and a map of the proposed location. The circulator used tally sheets to record all contacts, attempts and reasons for opposition signatures and refusals. At the conclusion of the survey, the circulator signed notarized affidavits of circulation. The survey packets were pre-filed with the Town of Mead Licensing Clerk.

Report prepared and respectfully submitted by,



Eva L. Garretson
Liquor Licensing Professionals, LLC



Esri, NASA, NGA, USGS, FEMA | Esri Community Maps Contributors, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USF... Powe

Aged & Co
234 Main Street, C101
Mead, CO 80542

SURVEY RESULTS:

SURVEY DATES:
JANUARY 27 & 28,
2026

APPLICATION FOR A FERMENTED MALT BEVERAGE AND WINE OFF-PREMISES LICENSE

 BUSINESS
AREAS
COVERED
IN SURVEY

 RESIDENTIAL
AREAS
COVERED
IN SURVEY

 - TOWN
BOUNDARY
LINE

LiquorPros
LiquorPros@msn.com
719.390.8844
www.LiquorPros.com

BUSINESS PETITION TO THE TOWN OF MEAD LIQUOR LICENSING AUTHORITY

This petition/opinion poll is being conducted to determine the reasonable requirements, needs and desires of the adult inhabitants of the defined neighborhood in accordance with the Colorado Liquor Code, Article 3-5, Title 44, C.R.S. and local licensing authority rules/procedures. **If you feel/think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call the Licensing City Clerk's office at: 970-535-4477.**

Applicant: Aged & Co, LLC
 d/b/a: **Aged & Co**
 Address: 234 Main Street, C101, Mead, CO 80542
 Application for a **New Fermented Malt Beverage and Wine Off-Premises Retailer License**

A **Public Hearing** on this matter will be held before the Town of Mead Liquor Licensing Authority at later date set by the City Clerk's Office at the **Mead Town Hall, 441 Third Street, Mead, CO**

Refer to the Town's website at: <https://www.townofmead.org/townclerk/page/licenses-permits>

INSTRUCTIONS – QUALIFICATIONS FOR SIGNING THIS PETITION

- You are at least 21 years of age.
- You must be a resident or business owner or manager within the designated area (**Please see attached map**).
- You have not signed another petition concerning the same application.
- You have read or had the opportunity to read the petition in its entirety and understand its meaning.
- Petition circulators must witness all signatures

PETITION ISSUE: If you **SUPPORT** this application because present liquor establishments of this type are insufficient for your present needs and it is your desire this license be issued, sign the petition **Favor "YES"**.

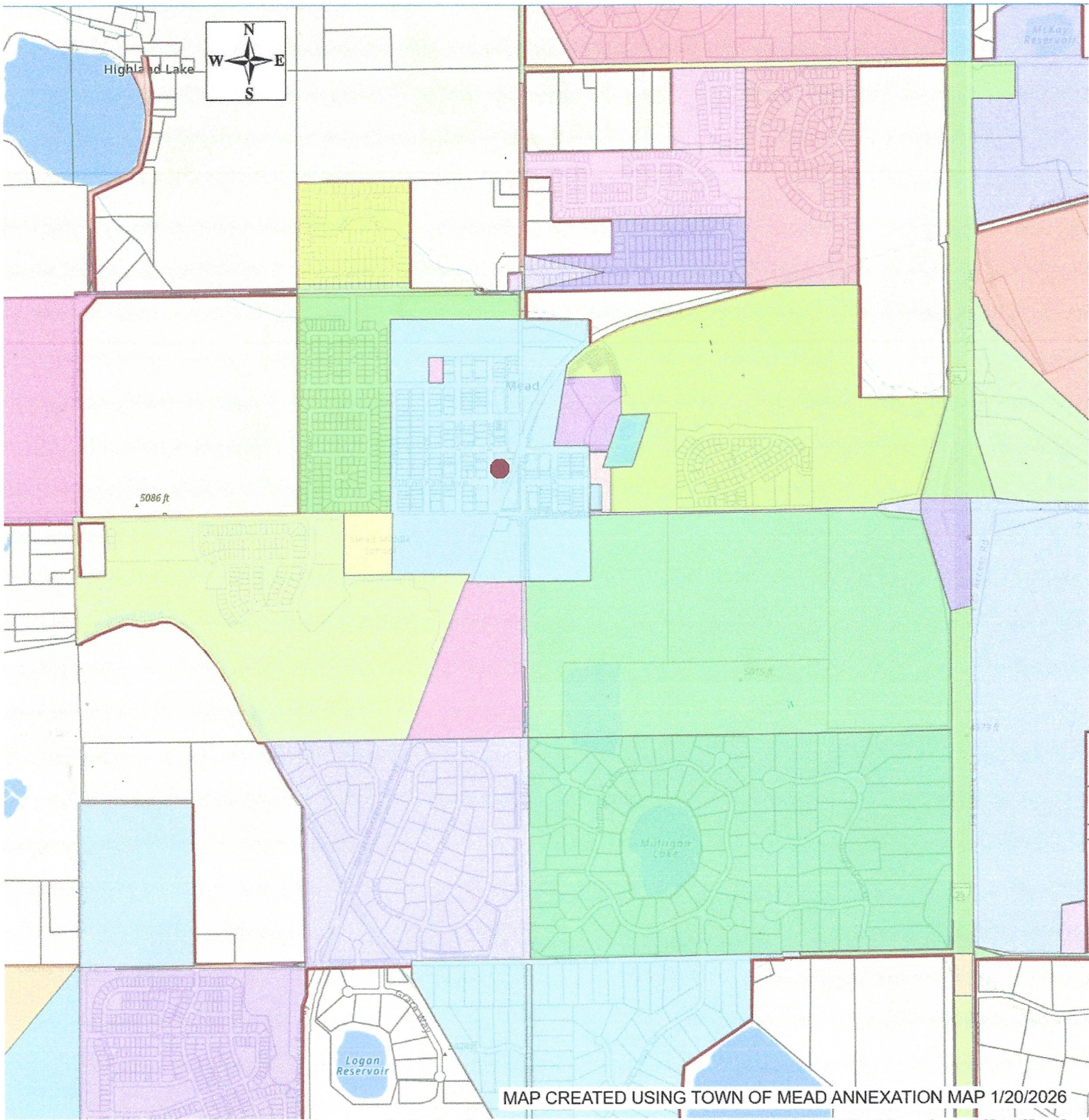
If you **DO NOT SUPPORT** this application because present liquor establishments of this type are sufficient for your needs and it is your desire this license is not issued, please sign the petition **OPPOSED "NO"**.

Please sign your name only; First Name, Middle Initial, Last Name. Businesses: List Business Name & Address

Today's Date w/Year	Printed Name <i>Signature</i>	Business Name Business Address	Age	Favor YES X	Oppose NO X	Reason Circle Owner or Manager
1/27/26	Alexa Busby	Ziggis Coffee	30	X		
	<i>[Signature]</i>	241 Walker Ave				Owner <u>Manager</u>
1/27/26	<i>[Signature]</i>	209 Main St Unit E				
	Brian Gibson	Confluence	42	X		<u>Owner</u> Manager
1/27/26	Amanda Breese	Mead Family Dentistry				
	<i>[Signature]</i>	209 Main St. Unit D	43	X		Owner <u>Manager</u>
1/27/26	<i>[Signature]</i>	Active Life				
	<i>[Signature]</i>	209 Main St Unit C	28	X		Owner <u>Manager</u>
1/27/26	Miguel Berumen	TRK Bank	32	X		
	<i>[Signature]</i>	141 Main St				Owner <u>Manager</u>

Please sign your name only; First Name, Middle Initial, Last Name. Businesses: List Business Name & Address

Today's Date w/Year	Printed Name	Business Name	Age	Favor YES X	Oppose NO X	Reason	
	Signature	Business Address				Circle Owner or Manager	
11/27/26	Treasure Baker <i>[Signature]</i>	Domino's Pizza 234 Main St 0103	27	X		Owner	Manager
1/27/26	Wendi Jensen <i>[Signature]</i>	Farmers Insurance 333 Main St A7	56	X		Owner	Manager
1/27/26	CARRIE STEER CS	339 Main St. SWEETFLOWER	53	Y		Owner	Manager
1/27/26	Daniya Borst <i>[Signature]</i>	Lighthouse Storage 341 1st Street	54	Y		Owner	Manager
1/28/26	Brittany Lorrington <i>[Signature]</i>	201 3rd Street Agility	38	Y		Owner	Manager
						Owner	Manager
						Owner	Manager
						Owner	Manager
						Owner	Manager
						Owner	Manager
						Owner	Manager
						Owner	Manager
						Owner	Manager
						Owner	Manager



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Aged & Co
234 Main Street, C101
Mead, CO 80542

**APPLICATION FOR A FERMENTED
MALT BEVERAGE AND WINE
OFF-PREMISES LICENSE**

 - TOWN
BOUNDARY
LINE

LiquorPros
LiquorPros@msn.com
719.390.8844
www.LiquorPros.com

~ AFFIDAVIT OF CIRCULATION ~

I, Kimberley Bobo, being of legal age (21 years or older),

do hereby state that I was the circulator of said petition and further state that

- I personally witnessed each signature appearing on said petition
- each signature thereon is the signature of the person whose name it purports to be
- the address given opposite that person's signature is the true address of the person signing
- every person who signed represented himself or herself.
- every person who signed represented themselves to be 21 years of age or older.
- the petition signer read or had the opportunity to read the statement appearing on the signature sheet and understood the nature of the petition.

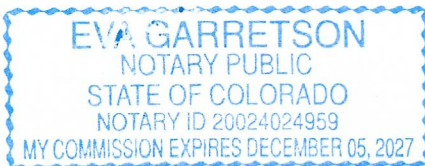
I also hereby swear and affirm that no promises, threats, or inducements were employed whatsoever in connection with the presentation of this petition, and that every signature appearing hereon was completely free and voluntarily given.

Kimberley M Bobo

Signature of Circulator

State of Colorado)
County of EL PASO) ss.

Subscribed and sworn to before me this 30th day of JANUARY, 2026



Eva Garretson
Notary Public

My Commission expires: DEC 5, 2027

RESIDENTIAL PETITION TO THE TOWN OF MEAD LIQUOR LICENSING AUTHORITY

This petition/opinion poll is being conducted to determine the reasonable requirements, needs and desires of the adult inhabitants of the defined neighborhood in accordance with the Colorado Liquor Code, Article 3-5, Title 44, C.R.S. and local licensing authority rules/procedures. **If you feel/think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call the Licensing City Clerk's office at: 970-535-4477.**

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 d/b/a: **Aged & Co**
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- You must be a resident or business owner or manager within the designated area **(Please see attached map)**.
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- You have read or had the opportunity to read the petition in its entirety and understand its meaning.
- Petition circulators must witness all signatures

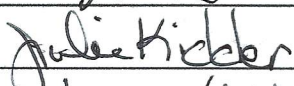
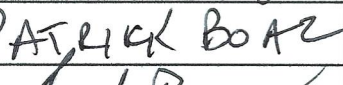
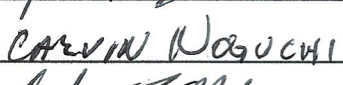
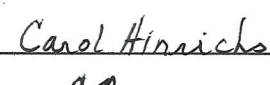
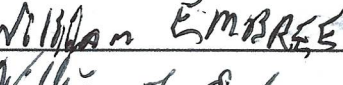
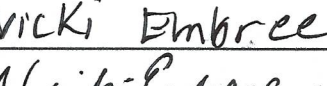
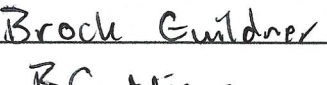
PETITION ISSUE: If you **SUPPORT** this application because present liquor establishments of this type are insufficient for your present needs and it is your desire this license be issued, sign the petition **Favor "YES"**.

If you **DO NOT SUPPORT** this application because present liquor establishments of this type are sufficient for your needs and it is your desire this license is not issued, please sign the petition **OPPOSED "NO"**.

Please sign your name only; First Name, Middle Initial, Last Name.

Today's Date w/Year	Printed Name Signature	Street Address	Age	Favor YES X	Oppose NO X	Reason
1/27/24	Alana Barrera	106 2nd St	46	X		
	Al B	Mead CO 80542				
1/27/26	Andrea Lee	222 Eagle Ave	62		X	
	Andrea Lee	Mead, CO. 80542				
1/27/26	Michelle		24	X		
	Michael Benson	223 Eagle Ave				
1/27/26	Lynette Grierson	224 Eagle Ave	64	X		
	Lynette Grierson	Mead CO 80542				
1/27/26	JEFF SCHMIDT	601 FALCON CR.	65	X		
	[Signature]	MEAD, CO 80542				

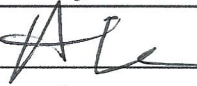
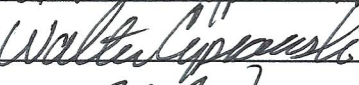
Please sign your name only; First Name, Middle Initial, Last Name.

Today's Date w/Year	Printed Name Signature	Street Address	Age	Favor YES X	Oppose NO X	Reason
1-27-2024	 Roy Kidder	151 Eagle Ave.	67	☒	☐	
1-27-2024	 Julie Kidder	151 Eagle Ave	65	☒	☐	
1/27/26	 PATRICK BOAZ	147 EAGLE AVE	63	☒	☐	
1/27/26	 CARVIN NOGUCHI	145 EAGLE AVE	72	☒	☐	
1/27/26	 Ruth Coltrain	133 Eagle Ave	84	☒	☐	
1/27/26	 Devon Edwards	101 Falcon Cir	23	☒	☐	
1/27/26	 Carol Hinrichs CA	138 Eagle Ave.	70	☐	☒	Brother is engaged in alcoholism + addiction
1-27-26	 William EMBREE	140 EAGLE AVE.	74	☒	☐	
1/27/26	 Vicki Embree	140 Eagle Ave	75	☒	☐	
1-27-26	 Daniel Williams Hilli	202 Eagle Ave	51	☒	☐	
1-27-26	 Brock Guldner BG	220 Eagle Ave	41	☒	☐	
1-27-26	 Will KELLY	3067 LAKE HELEN BLVD	62 67	☒	☐	
1/27/26	 Kayla Rezac Kayla Ryan	3027 Lake Helen Blvd	27	☒	☐	

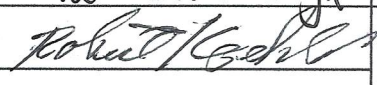
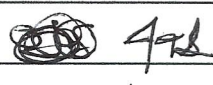
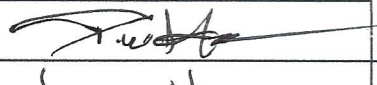
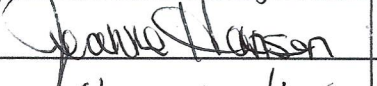
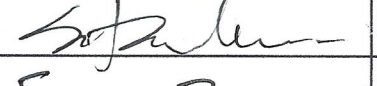
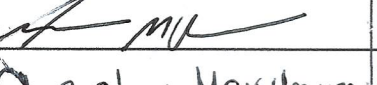
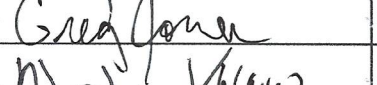
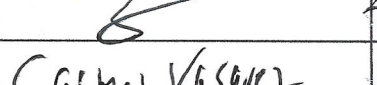
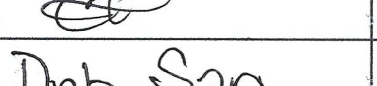
Please sign your name only; First Name, Middle Initial, Last Name.

Today's Date w/Year	Printed Name Signature	Street Address	Age	Favor YES X	Oppose NO X	Reason
1/27/2026	Andrew Rezac	3027 Lake Helen Blvd	28	✓		
1/27/26	Matthew Talbot	16703 Beaumont Blvd	40	✓		
1/27/26	Emilie Clayton	3088 Beaumont Blvd	31	✓		
1/27/26	Wes Clayton	3088 Beaumont Blvd	32	X		
1/27/26	Gail Wal Kenhorst	3140 Beaumont Blvd Mead, CO 80542	75	X		
1/27/26	Michael Wal Kenhorst	3140 Beaumont Blvd Mead, CO 80542	76	X		
1/27/26	Nicolete Cavanagh	3160 Beaumont Blvd Mead, CO 80542	34	X		
1/27/26	Janice Bachman	3168 Beaumont Blvd Mead CO 80542	66	✓		
1-27/26	GLEN A. BACHMAN	3168 BEAUMONT BLVD MEAD CO 80542	73	✓		
1-27/26	Tiler Thuckebert	3188 Beaumont Blvd	35	✓		
1/27/26	TS Blazon (Thomas)	3185 Beaumont Blvd	26	✓		
LW 01/27/26	LAURIE WOJCIK	3177 BEAUMONT BLVD	65	✓		
JW 01/27/26	JOHN WOJCIK	3177 BEAUMONT BLVD MEAD	71	X		

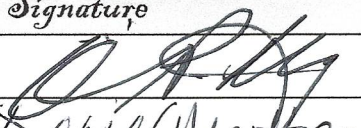
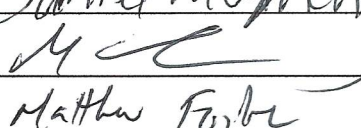
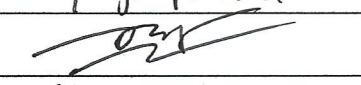
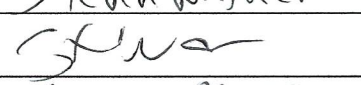
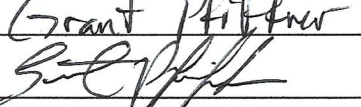
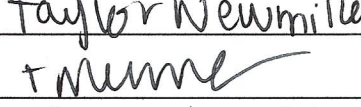
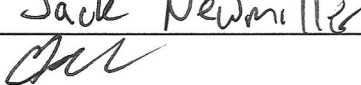
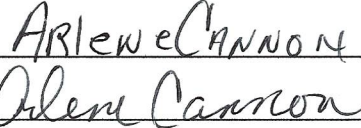
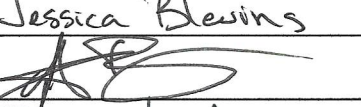
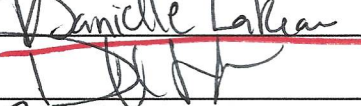
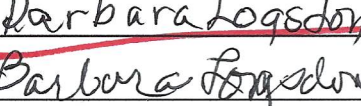
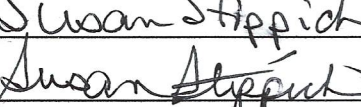
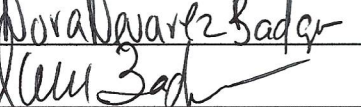
Please sign your name only; First Name, Middle Initial, Last Name.

Today's Date w/Year	Printed Name Signature	Street Address	Age	Favor YES X	Oppose NO X	Reason
1/27/26	Howard White 	3157 Beaumont BLVD Mead CO 80542	70	X		None
1/27/26	Alfonso Loredo 	16697 Lake Helen BLVD Mead CO 80542	40	X		None
1/27/26	Maria Rubio maria rubio	16697 Lake Helen BLVD Mead CO 80542	36	X		None
1/27/26	Walter Cyprowsky 	16747 Lake Helen BLVD Mead CO	68		X	Don't Drink
1/27/26	 Mike Ford	434 5th ST Mead, CO	60	X		
1/27/26	Mary Simonson Mary Simonson	410 5th ST Mead CO	81	X		
1/27/26	Maxine Mestas Maxine Mestas	334 5th ST	71	✓		
1/27/26	Tim Tuckoz 	316 5th ST	69	✓		
1/27/26	Deanna Cornell Deanna Cornell	230 5th ST Mead, CO	76	✓		
1/27/26	Barbara Blazo Barbara Blazo	206-5th ST Mead, CO	61	✓		
1/27/26	Ronny Vigil 	206-5th ST. Mead	66	✓		
1/27/26	Jeremiah Crane 	130 5th ST Mead	50	✓		
1/27/26	 Elizabeth	433 5th ST	31	X		

Please sign your name only; First Name, Middle Initial, Last Name.

Today's Date w/Year	Printed Name Signature	Street Address	Age	Favor YES X	Oppose NO X	Reason
01/27/26	 Matt Swedberg	16278 Cinnamon	46	X		
1/27/26	 Robert Kornhuber	16588 Cinnamon Cir	81	X		
1/27/26	JACK SUREK 	16298 CINNAMON CIRCLE	67	✓		
1/27/26	PETER HANSEN 	16191 Ginger Ave	73	✓		
1/27/26	Seamus Hansen 	16191 Ginger Ave	71	✓		
1/27/26	Stewart Walker 	16181 Ginger Ave	43	✓		
1/27/26	FRANK RICH 	16161 Ginger Ave	69	✓		
1/27/26	Aaron Miller 	16141 Ginger Ave	45	X		
1/27/26	Christine Marxhausen 	2515 Peppercorn Dr	46	✓		
1/27/26	Greg Jones 	2525 Peppercorn Dr	54	✓		
1-27-26	Abraham Vasquez 	2545 Peppercorn Dr	59	X		
1-27-26	Carmen Vasquez 	2545 Peppercorn Dr	56	X		
1/27/26	Deb Sar 	2565 Peppercorn Drive	67	X		

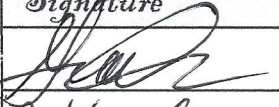
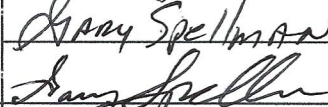
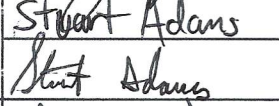
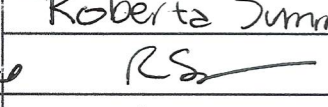
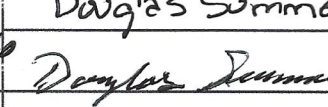
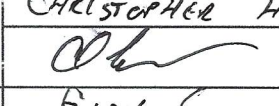
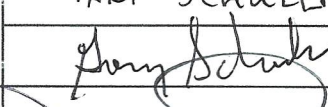
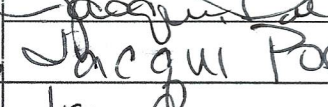
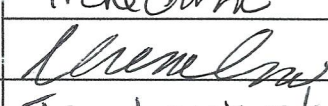
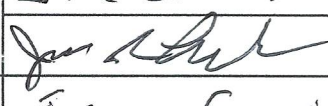
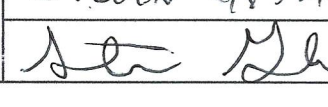
Please sign your name only; First Name, Middle Initial, Last Name.

Today's Date w/Year	Printed Name Signature	Street Address	Age	Favor YES X	Oppose NO X	Reason
1/27/26		2506 Peppercorn Dr	62	X		
1/27/26		2546 Peppercorn Dr	41	X		
1/27/26	Day Sjahputera 	2526 Peppercorn Dr	55	X		
1/27/26	Steven Wagner 	16242 Ginger Ave	41	X		
1/27/26	Grant Pfiffner 	16262 Ginger Ave	40	X		
1/27/26	Taylor Newmiller 	16282 Ginger Ave	32	X		
1/27/26	Jack Newmiller 	16282 Ginger Ave	31	X		
1/27/26	Arlene Cannon 	16292 Ginger Ave Mead, CO	72	X		
1/28/26	Jessica Blewings 	134 2nd Ave Mead, CO	42	X		
1/28/26	Danielle Laker 	16678 CR 7 Mead CO	55	X		DQ 00B!
1/28/26	Barbara Logsdon 	1666502nd Rd	80		X	DQ 00B!
1-28-26	Susan Steppich 	15297 Ypsilon Circle	71	X		
1/28/26	Nora Bawerz Badger 	15280 Ypsilon Cir.	60	X		

Please sign your name only; First Name, Middle Initial, Last Name.

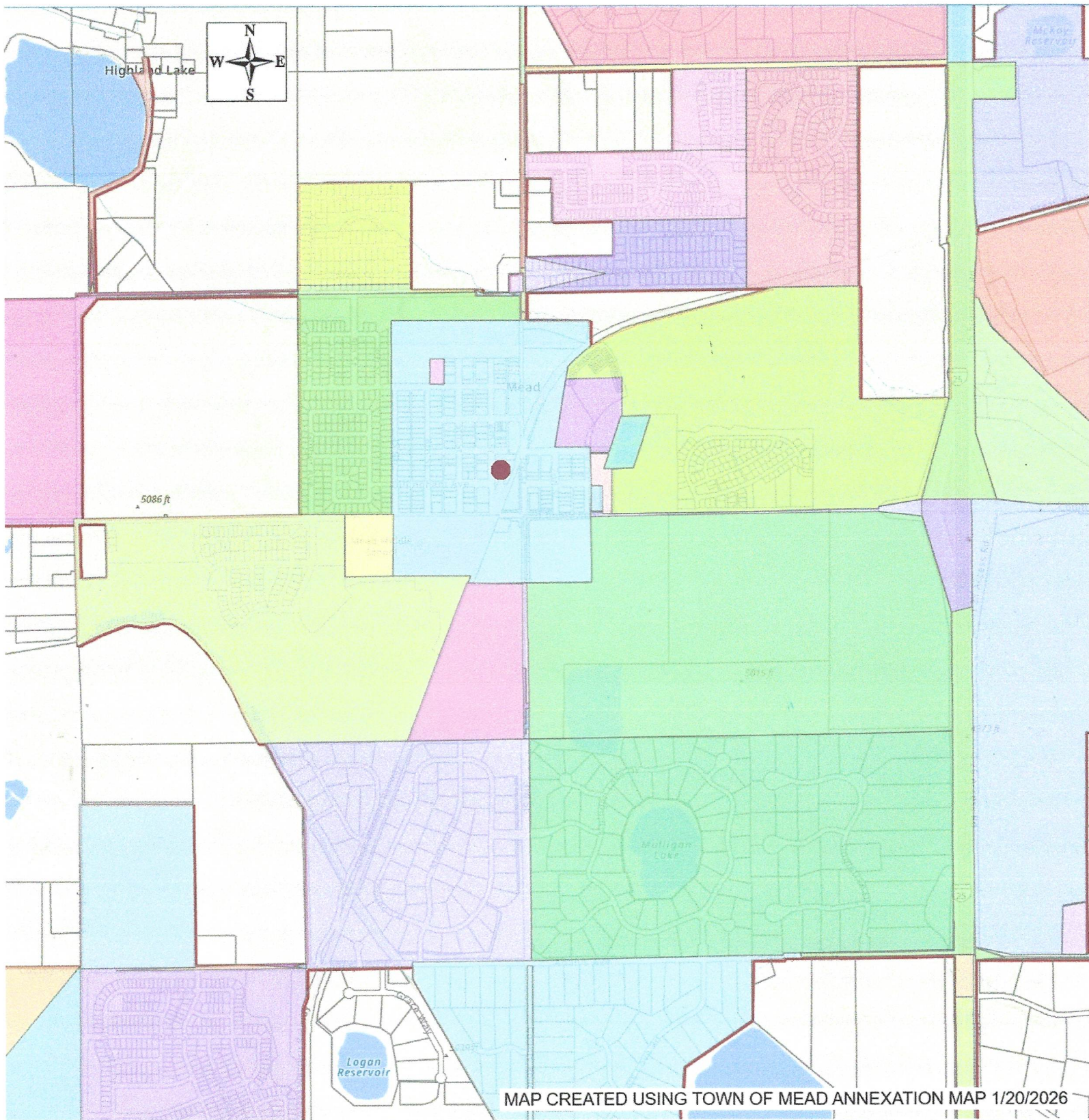
Today's Date w/Year	Printed Name Signature	Street Address	Age	Favor YES X	Oppose NO X	Reason
1/28/26	Jan Blasius Jan Blasius	260 Hunters Cove Dr Mead CO 80542	51	✓		
1/28/26	Angela Blood Smith Angela Blood Smith	15276 Ypsilon Cir	30	✓		
1/28/26	Laurie Comegys Laurie Comegys	15274 Ypsilon Cir	61	✓		
1/28/26	William Comegys William Comegys	15274 Ypsilon Cir	62	✓		
1/28/26	Sydney Bridges Sydney Bridges	15272 Ypsilon Cir	37	X		
1/28/26	M'Linda Verrick M'Linda Verrick	16556 Meadow Ln	67	✓		
1/28/26	Mari Waser Mari Waser	16542 Meadow Ln	64	✓		
1-28-26	Barbara Froelich Barbara Froelich	16526 Meadow Ln	73	X		
1/28/26	Luke A Froelich Luke A. Froelich	16526 Meadow Ln Mead, CO	74	X		
1/28/26	Rita Williams Rita Williams	2768 Jarrett Dr Mead, CO	61	X		
1/28/26	Jeff Williams Jeff Williams	2768 Jarrett Dr.	63	✓		
1/28/26	Nancy Muir Nancy Muir	2695 Jarrett Drive	60	✓		
1/28/26	Holly Hollars Holly Hollars	2681 Jarrett Dr	63	✓		

Please sign your name only; First Name, Middle Initial, Last Name.

Today's Date w/Year	Printed Name Signature	Street Address	Age	Favor YES X	Oppose NO X	Reason
1/28/26	 Guadalupe Granados	2588 Jarett Dr 80542	23	✓		
1/28/26	 Janelly Harts	2580 Jarett Dr 80542	23	X		
1/28/26	 Gary Spellman	16557 W View Dr	70	X		
1/28/26	 Stuart Adams	2544 Jarett Dr Mead, CO 80542	41	X		
1/28/26	 Gloria Adams	2544 Jarett Dr Mead, CO 80542	50	X		Competition of Prices
1/28/26	 Roberta Summers RS	2574 Jarett Dr Mead CO 80542	63		X	1-25 is close enough!!!
1/28/26	 Douglas Summers	2574 Jarett Dr Mead CO 80542	69		X	NO BOOZE this side of 1-25
1/28/26	 CHRISTOPHER HURA	2650 JARETT DR Mead CO 80542	53	✓		
1/28/26	 GARY SCHULER	2664 JARETT DR Mead CO	75	X		
1/28/26	 Jacquie Fox	105 Mountain View Dr	56	X		
1/28/26	 Irene Dunn	115 Mallerd Ct	48	X		
1/28/26	 Jim Lewanski	111 Mallerd Ct	62	X		
1/29/26	 STEVEN GUSTAF	107 MALLARD Ct	64	X		

Please sign your name only; First Name, Middle Initial, Last Name.

[illegible]



Aged & Co
 234 Main Street, C101
 Mead, CO 80542

**APPLICATION FOR A FERMENTED
 MALT BEVERAGE AND WINE
 OFF-PREMISES LICENSE**

 - TOWN
 BOUNDARY
 LINE

LiquorPros

 LiquorPros@msn.com
 719.390.8844
 www.LiquorPros.com

~ AFFIDAVIT OF CIRCULATION ~

I, Kimberley Bobo, being of legal age (21 years or older),

do hereby state that I was the circulator of said petition and further state that

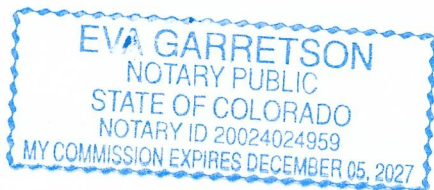
- I personally witnessed each signature appearing on said petition
- each signature thereon is the signature of the person whose name it purports to be
- the address given opposite that person's signature is the true address of the person signing
- every person who signed represented himself or herself.
- every person who signed represented themselves to be 21 years of age or older.
- the petition signer read or had the opportunity to read the statement appearing on the signature sheet and understood the nature of the petition.

I also hereby swear and affirm that no promises, threats, or inducements were employed whatsoever in connection with the presentation of this petition, and that every signature appearing hereon was completely free and voluntarily given.

Kimberley M Bobo
Signature of Circulator

State of Colorado)
County of EL PASO) ss.

Subscribed and sworn to before me this 30th day of JANUARY, 2026



[Signature]
Notary Public

My Commission expires: DEC 5, 2027



Agenda Item Summary

Agenda Date: 3/9/2026

Subject: Ordinance No. 1100 - An Ordinance of the Town of Mead, Colorado, Approving Certain Amendments to the *Mead Municipal Code* Establishing Development Standards for Accessory Dwelling Units and Application Submittal Requirements

Presented by: Todd Bjerkaas, Community Development Director

Summary:

For Consideration by the Town of Mead Board of Trustees ("Board"), Town staff has prepared amendments to the Land Use Code, attached to this Agenda Item Summary ("AIS") and as detailed in Ordinance No. 1100 ("Amendments"), to amend development standards for Accessory Dwelling Units ("ADUs") and Application Submittal Requirements.

Generally, the text amendments detailed in Ordinance 1100:

- Amend the zoning districts in which ADUs are allowed,
- Amend application submittal requirements to allow flexibility necessary to accommodate changing needs in technology and process efficiencies, and
- Eliminate references to "Planning Director" and replace them with "Director."

Overview — Standards for Accessory Dwelling Units:

In May of 2024, House Bill 24-1152 was signed into law, establishing that an increase of housing supply through the construction or conversion of Accessory Dwelling Units (ADUs) is a matter of Mixed Statewide and Local Concern.

HB24-1152 applies to municipalities with 1,000 or more residents within a Metropolitan Planning Organization (DRCOG). The legislation requires subject jurisdictions to adopt standards which require an ADU to be allowed by right on any lot or parcel upon which a single-unit detached dwelling is constructed. HB24-1152 also requires review and approval of ADUs as an administrative process and prohibits or limits local governments from adopting regulations which enforce excessive parking, design, and owner-occupancy requirements.

Subject jurisdictions were required to comply with the legislation and submit an ADU Compliance Report to the State of Colorado Department of Local Affairs (DOLA) by June 30, 2025. Town staff requested and obtained an extension to December 30, 2025 to submit the compliance report. In December of 2025, staff submitted the compliance report to DOLA for review while identifying portions of the Land Use Code that did not yet comply with statute. The development standards for Accessory Dwelling Units included in this text amendment resolve those deficiencies.

The text amendment modifies Table 3.1 *Principal Uses Allowed* to additionally allow ADUs within the RMF-8 and RMF-14 zoning districts and change ADUs within the RSF-4 zoning district from a conditional use to an allowed use.

Overview — Application Submittal Requirements:

The Town of Mead Municipal Code (MMC) details the list of required materials for land use applications from initial consideration, through review and upon final consideration, and for recordation with the Weld County Clerk and Recorder. In several instances the Land Use Code (LUC) of the MMC requires final documents to be printed and executed on Mylar and in some cases requires multiple copies. In addition, the LUC requires a certain number of hard copy binders and materials for application submittals and re-submittals.

With the advances in technology, digital filing systems, policies and law, such application materials and final documents can be reviewed, distributed, executed and recorded digitally. The text amendment provides the Town flexibility to modify, reduce, waive or approve alternatives to the submittal requirements (quantity, medium, file format, etc.) that are most efficient and appropriate for each specific application type and process so long as it does not conflict with applicable state law or recording requirements by the Weld County Clerk and Recorder.

Review Criteria:

The criteria by which text amendments to the Land Use Code are evaluated are set forth in Section 16-3-160 – Amendments, subsection (f), as follows:

“For the purpose of establishing and maintaining sound, stable and desirable development within the Town, the text of this Article shall not be amended except:

- (1) To correct a manifest error in the text of this Article; or
- (2) To provide for changes in administrative practices as may be necessary to accommodate changing needs of the community and the Town staff; or
- (3) To accommodate innovations in land use and development practices that were not contemplated at the adoption of this Article; or
- (4) To further the implementation of the goals and objectives of the Town Comprehensive Plan.”

Staff Analysis:

Only one of the above review criteria listed must be met for proposed amendments to be approved. Staff has determined that the proposed Amendments meet the following criteria:

- (1) To provide for changes in administrative practices as may be necessary to accommodate changing needs of the community and the Town staff
- (2) To accommodate innovations in land use and development practices that were not contemplated at the adoption of this Article
- (3) To further the implementation of the goals and objectives of the Town Comprehensive Plan

Financial Considerations:

N/A

Staff Recommendation / Actions Required:

Staff has determined that the proposed revisions satisfactorily meet applicable criteria for approval as set forth in Section 16-3-160 of the *Mead Municipal Code* and recommends that the Board of Trustees approve the Amendments by adopting the Ordinance 1100.

Planning Commission Recommendation:

The Planning Commission conducted a public hearing on February 18, 2026 to consider the Amendments and recommended approval to the Board of Trustees as memorialized in Resolution No. 01-PC-2026, attached to this AIS

Action Required:

Suggested Motion:

"I move to approve Ordinance No.1100, an Ordinance of the Town of Mead, Colorado Approving Text Amendments to the *Mead Land Use Code* 16-1-140 *Miscellaneous*, Section 16-1-150 *Definitions*, and Section 16-3-40 *Use Regulations*."

Attachments:

1. Ordinance No. 1100
2. Resolution 01-PC-2026

**TOWN OF MEAD, COLORADO
BOARD OF TRUSTEES
ORDINANCE NO. 1100**

**AN ORDINANCE OF THE TOWN OF MEAD, COLORADO, APPROVING TEXT
AMENDMENTS TO THE MEAD LAND USE CODE SECTION 16-1-140—MISCELLANEOUS,
SECTION 16-1-150—DEFINITIONS, AND SECTION 16-3-40—USE REGULATIONS**

WHEREAS, Section 16-3-160 of the Town of Mead Municipal Code ("MMC") provides the Board of Trustees ("Board") with the authority to amend, supplement, change or repeal the regulations and provisions of Chapter 16 of the MMC ("Land Use Code") from time to time; and

WHEREAS, Section 16-3-160(a)(2) sets forth that text amendments to the Land Use Code may be initiated by Town Staff, and any such text amendment shall be reviewed and considered at public hearings by the Planning Commission and the Board, and shall be enacted by ordinance; and

WHEREAS, Town Staff proposes amendments to Land Use Code Section 16-1-140, Section 16-1-150, and Table 3.1 in Section 16-3-40 (collectively, the "Text Amendments"); and

WHEREAS, notice of the public hearings before the Planning Commission and the Board on the Text Amendments was published in a newspaper of general circulation in accordance with Subsection 16-3-160(d) of the Land Use Code; and

WHEREAS, the Planning Commission and the Board are required to review the Text Amendments based on the criteria set forth in Subsection 16-3-160(f) of the Land Use Code; and

WHEREAS, following a public hearing, the Planning Commission determined that the criteria in Subsection 16-3-160(f) were met and therefore adopted Resolution PC-01-2026 recommending that the Board approve the Text Amendments; and

WHEREAS, based upon the Planning Commission's and Town Staff's recommendations, the evidence set forth in the Agenda Item Summary that was presented to the Board, and other evidence offered and accepted at the public hearing before the Board, the Board finds that the Text Amendments provide for changes in administrative practices that are necessary to accommodate changing needs of the community, accommodate innovations in land use and development practices that were not contemplated when the Land Use Code was adopted, and further the implementation of the goals and objectives of the Town Comprehensive Plan.

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

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

Section 2. Section 16-1-140 of the Land Use Code, titled "Miscellaneous," is amended to add the language shown in bold and underline and to delete the language shown in bold and strike-through as follows:

“Sec. 16-1-140. Miscellaneous.

- (a) As used in this code, words used in the singular include the plural and words used in the plural include the singular.
- (b) The words *must*, *shall* and *will* are mandatory; *may*, *can*, *should* and *might* are permissive.
- (c) Inactive Applications.
 - (1) Generally. Applications for development approval shall be diligently pursued by the Applicant. This section is intended to delete applications that become inactive due to inaction by the Applicant.
 - (2) Expiration of Inactive Applications. When an action by the Applicant is required for further processing of an application, the application shall become void one hundred eighty (180) days after the date that the action is requested, if the Applicant either fails to take action or fails to request an extension of time pursuant to Subsection (c)(3), below.
 - (3) Extension of Time. The **Planning** Director may extend the time for expiration of an application by up to one hundred eighty (180) additional days upon written request by the Applicant articulating compelling reasons for the extension. The Applicant's written request must be received by the **Planning** Director prior to the end of the one hundred eighty (180) day period set forth in Subsection (c)(2), above.
- (d) Public notice procedures.
 - (1) One or more neighborhood meetings for development applications may be required at the discretion of the **Planning** Director. The purpose of the neighborhood meeting is to provide an opportunity for the Applicant to introduce a new development application to surrounding property owners and obtain the input of the neighboring property owners on said project.
 - (2) Modification to the required notification distances found in this Code may be approved by the **Planning** Director under the following circumstances:
 - a. To adjust the notification area to coincide with street or block boundaries or other distinctive physical or natural features, which results in a more practicable and rational boundary for the surrounding property owner notification area; or
 - b. To adjust the notification area if it is determined that the potential impacts from the proposed development will likely be limited to either the subject parcel or to immediately adjacent properties.
- (e) Modification of application submittal requirements. The Director is authorized to modify, reduce, waive, or approve alternatives to the application submittal requirements set forth in this Chapter, including but not limited to the number of copies or binders, the medium used for application materials (e.g., paper, Mylar, CD, USB drive, or electronic file), and the format of drawings or plans (e.g., sheet size, scale, resolution, PDF, or CAD file) provided that:**
 - (1) The modification does not alter or waive any substantive approval standard or review criterion; and**

(2) The modification is consistent with applicable state law; and

(3) The modification does not conflict with the recording requirements of the Weld County Clerk and Recorder for documents required to be recorded.

Section 3. The “Accessory dwelling unit” row within the “Household Living” “Use Category” of “Table 3.1 Principal Uses Allowed,” in Section 16-3-40 of the Land Use Code, is amended to add the language shown in bold and underline and to delete the language shown in bold and strike-through as follows:

Table 3.1 Principal Uses Allowed

Use Category	Specific Use Type	Residential					Nonresidential				T	Specified Use Standard (Reference No.)
		RSF-E	RSF-1	RSF-4	RMF-8	RMF-14	DMU	HC	GC	LI	AG	
RESIDENTIAL												
Household Living	Accessory dwelling unit	A	A	C A	A	A	A				A	

Section 4. Section 16-1-150 of the Land Use Code, titled “Definitions,” is amended by adding the language shown in bold and underline to the definition of “Accessory dwelling,” and by adding a definition for “Director,” to be inserted in alphabetical order:

“*Accessory dwelling* means an apartment integrated within a single-family dwelling or located in a detached accessory building, such as carriage houses or agricultural-type outbuildings, located on the same lot as single-family dwellings. Accessory dwellings shall be limited to eight hundred fifty (850) square feet in floor area in the RSF-4, **RMF-8, RMF-14,** and DMU zone districts, and fifty (50) percent of the finished floor area of the principal dwelling, not to exceed one thousand (1,000) square feet, in the AG, RSF-E and RSF-1 zone districts. For purposes of calculating residential density, each accessory dwelling shall count as one-half (½) dwelling unit. There shall not be more than one (1) accessory dwelling located on a lot in addition to the single-family dwelling.”

“*Director* means the Community Development Director of the Town. Unless a specific provision of this code expressly refers to a different official, officer, or body, any reference to “Director,” “Planning Director,” or “Community Development Director” shall mean the Community Development Director.”

Section 5. Remaining provisions. Except as specifically amended hereby, all other provisions of the Land Use Code shall continue in full force and effect.

Section 6. Codification Amendments. The codifier of the MMC is hereby authorized to make such numerical, technical and formatting changes as may be necessary to incorporate the provisions of this Ordinance within the Land Use Code of the MMC.

Section 7. Effective Date. This Ordinance shall be published and become effective as provided by law.

Section 8. 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 this Ordinance. The Board hereby declares that it would have passed this 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 9. 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 10. Certification. The Town Clerk shall certify to the passage of this Ordinance and make not less than one copy of the adopted Land Use Code available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED AND ADOPTED THIS 9TH DAY OF MARCH, 2026.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

**TOWN OF MEAD, COLORADO
PLANNING COMMISSION
RESOLUTION NO. 01-PC-2026**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE TOWN OF MEAD,
COLORADO, RECOMMENDING APPROVAL OF CERTAIN TEXT AMENDMENTS TO THE
MEAD LAND USE CODE SECTION 16-1-140—MISCELLANEOUS, SECTION 16-1-150—
DEFINITIONS, AND SECTION 16-3-40—USE REGULATIONS**

WHEREAS, Section 16-3-160(a) of the Town of Mead Municipal Code ("MMC") provides the Board of Trustees ("Board") with the authority to amend, supplement, change or repeal the regulations and provisions of Chapter 16 of the MMC ("Land Use Code") from time to time; and

WHEREAS, Section 16-3-160(a)(2) sets forth that amendments to the text of the Land Use Code may be initiated by Town staff, and any such text amendment shall be reviewed and considered duly noticed public hearings by the Planning Commission and the Board, and shall be enacted by ordinance; and

WHEREAS, Town staff has proposes amendments to Land Use Code Section 16-1-140, Section 16-1-150, and Table 3.1 in Section 16-3-40, as more fully set forth in this Resolution (collectively, the "Text Amendments"); and

WHEREAS, the criteria by which text amendments to the Land Use Code are evaluated are set forth in Section 16-3-160 - Amendments of the MMC; and

WHEREAS, on February 18, 2026, the Planning Commission held a duly noticed public hearing to review the proposed Text Amendments; and

WHEREAS, based upon evidence set forth in the Agenda Item Summary that was presented to the Planning Commission and other evidence offered and accepted at the public hearing before the Planning Commission, the Planning Commission has determined that the approval criteria set forth in Sec. 16-3-160(f)(2), (f)(3), and (f)(4) of the MMC have been satisfied in that the Text Amendments will: provide for changes in administrative practices that are necessary to accommodate changing needs of the community, accommodate innovations in land use and development practices that were not contemplated when the Land Use Code was adopted, and further the goals and objectives of the Town's Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED, by the Planning Commission of the Town of Mead, Colorado, that:

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

Section 2. Findings. The Planning Commission finds and determines that it reviewed the Text Amendments in accordance with the procedure set forth in Sec. 16-3-160 of the MMC and that the public hearing on the Text Amendments was held, conducted, and concluded in accordance with Sec. 16-3-160 of the MMC.

Section 3. Recommendation. The Planning Commission recommends that the Board of Trustees approve the Text Amendments, as set forth below:

- a. Amend Section 16-1-140 of the Land Use Code, titled "Miscellaneous," to add the language shown in bold and underline and to delete the language shown in bold and strike-through, as follows:

"Sec. 16-1-140. Miscellaneous.

- (a) As used in this code, words used in the singular include the plural and words used in the plural include the singular.
- (b) The words *must*, *shall* and *will* are mandatory; *may*, *can*, *should* and *might* are permissive.
- (c) Inactive Applications.
 - (1) Generally. Applications for development approval shall be diligently pursued by the Applicant. This section is intended to delete applications that become inactive due to inaction by the Applicant.
 - (2) Expiration of Inactive Applications. When an action by the Applicant is required for further processing of an application, the application shall become void one hundred eighty (180) days after the date that the action is requested, if the Applicant either fails to take action or fails to request an extension of time pursuant to Subsection (c)(3), below.
 - (3) Extension of Time. The **Planning** Director may extend the time for expiration of an application by up to one hundred eighty (180) additional days upon written request by the Applicant articulating compelling reasons for the extension. The Applicant's written request must be received by the **Planning** Director prior to the end of the one hundred eighty (180) day period set forth in Subsection (c)(2), above.
- (d) Public notice procedures.
 - (1) One or more neighborhood meetings for development applications may be required at the discretion of the **Planning** Director. The purpose of the neighborhood meeting is to provide an opportunity for the Applicant to introduce a new development application to surrounding property owners and obtain the input of the neighboring property owners on said project.
 - (2) Modification to the required notification distances found in this Code may be approved by the **Planning** Director under the following circumstances:
 - a. To adjust the notification area to coincide with street or block boundaries or other distinctive physical or natural features, which results in a more practicable and rational boundary for the surrounding property owner notification area; or
 - b. To adjust the notification area if it is determined that the potential impacts from the proposed development will likely be limited to either the subject parcel or to immediately adjacent properties.
- (e) **Modification of application submittal requirements. The Director is authorized to modify, reduce, waive, or approve alternatives to the application submittal requirements set forth in this Chapter, including but**

not limited to the number of copies or binders, the medium used for application materials (e.g., paper, Mylar, CD, USB drive, or electronic file), and the format of drawings or plans (e.g., sheet size, scale, resolution, PDF, or CAD file) provided that:

- (1) The modification does not alter or waive any substantive approval standard or review criterion; and**
- (2) The modification is consistent with applicable state law; and**
- (3) The modification does not conflict with the recording requirements of the Weld County Clerk and Recorder for documents required to be recorded."**

- b. Amend the "Accessory dwelling unit" row within the "Household Living" "Use Category" of "Table 3.1 Principal Uses Allowed," in Section 16-3-40 of the Land Use Code, to add the language shown in bold and underline and to delete the language shown in bold and strike-through as follows:

Table 3.1 Principal Uses Allowed

Use Category	Specific Use Type	Residential					Nonresidential				T	Specified Use Standard (Reference No.)
		RSF-E	RSF-1	RSF-4	RMF-8	RMF-14	DMU	HC	GC	LI	AG	
RESIDENTIAL												
Household Living	Accessory dwelling unit	A	A	C	A	A	A				A	

- c. Amend Section 16-1-150 of the Land Use Code, titled "Definitions," by adding the language shown in bold and underline to the definition of "Accessory dwelling," and by adding a definition for "Director," to be inserted in alphabetical order:

*"Accessory dwelling means an apartment integrated within a single-family dwelling or located in a detached accessory building, such as carriage houses or agricultural-type outbuildings, located on the same lot as single-family dwellings. Accessory dwellings shall be limited to eight hundred fifty (850) square feet in floor area in the RSF-4, **RMF-8, RMF-14**, and DMU zone districts, and fifty (50) percent of the finished floor area of the principal dwelling, not to exceed one thousand (1,000) square feet, in the AG, RSF-E and RSF-1 zone districts. For purposes of calculating residential density, each accessory dwelling shall count as one-half (½) dwelling unit. There shall not be more than one (1) accessory dwelling located on a lot in addition to the single-family dwelling."*

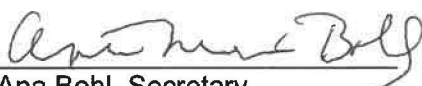
"Director means the Community Development Director of the Town. Unless a specific provision of this code expressly refers to a different official, officer, or body, any reference to "Director," "Planning Director," or "Community Development Director" shall mean the Community Development Director."

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

INTRODUCED, READ, PASSED AND ADOPTED THIS 18TH DAY OF FEBRUARY 2026.

ATTEST:

TOWN OF MEAD PLANNING
COMMISSION:

By: 
Ana Bohl, Secretary

By: 
Planning Commission Chair