



BOARD OF TRUSTEES

441 3rd Street, Mead
Monday, May 08, 2023

AGENDA

- I. 6:00 p.m. to 10:00 p.m.**
REGULAR MEETING with Remote Participation
Location: 1341 WCR 34
Mead, CO 80542

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, the May 8, 2023 regular meeting will be conducted in person with remote participation. The meeting will be held at Mead Public Works Building, due to the ongoing renovations at Town Hall. The location for Public Works is 1341 County Road 34, Mead, CO, 80542. The meeting link will be provided on the Town's website/designated posting place at least 24 hours prior to the meeting.

1. Call to Order – Roll Call

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

2. Moment of Silence

3. Pledge of Allegiance to the Flag

4. Review and Approve Agenda

5. Staff Report: Town Manager Report

[a.](#) Manager Report

6. Proclamations

[a.](#) Police Week May 14 - May 20, 2023

[b.](#) Public Works Week May 21 - May 27, 2023

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

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

[a.](#) Approval of Minutes - Regular Meeting April 24, 2023

[b.](#) Check Register May 8, 2023

[c.](#) April 2023 Aging Report

[d.](#) 1st Quarter 2023 Investment Portfolio

[e.](#) **Resolution No. 33-R-2023** – A Resolution of the Town of Mead, Colorado, Awarding the Bid and Approving a Construction Agreement Between the Town and Burnt Mountain Services, L.L.C. for Concrete Repair and Replacement

- f. **Resolution No. 34-R-2023** – A Resolution of the Town of Mead, Colorado, Authorizing the Acquisition of Certain Interests in Real Property through Eminent Domain Proceedings for the 3rd Street and Welker Avenue Intersection Improvements Projects and Delegating Authority to the Town Manager to Accept Deeds or Easements for such Property Interests on Behalf of the Town

9. Public Hearing

a. Public Hearing Club Carwash Conditional Use Permit

- i. **Ordinance No. 1034** – An Ordinance of the Town of Mead, Colorado, Conditionally Approving the Club Carwash Conditional Use Permit

b. Public Hearing: Sugar Beet Solar PUD (Continued from 1/30/2023)

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

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

11. Legislative Update

12. Elected Official Reports

- a. Town Trustees
- b. Mayor Whitlow

13. Adjournment

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

TO: Honorable Mayor and Trustees

FROM: Helen Migchelbrink, Town Manager

DATE: May 8, 2023

SUBJECT: Town Manager Report

- Mead Motorheads is holding their annual car show festival on Memorial Day in the Town Park. This popular car show kicks off the summer season of community festivals, events and concerts.
- The summer series of Meet, Eat and Greet kicks off on Tuesday, June 20, at North Creek Park at 6:00 p.m. The Mayor and Trustees will be on hand to meet with residents and hear ideas and concerns.
- On behalf of the Town, Mayor Whitlow continues her advocacy for the completion of the stretch of I-25 from the Berthoud exit south to the SH 66 exit. This segment is currently in design and the improvements are funded. Mayor Whitlow has served on the I-25 coalition since 2014 and continues to provide a strong voice for the region.
- The Spring Clean-up event was held May 5 and May 6. Many residents took advantage of this opportunity to dispose of yard waste.
- We have seen an increase in graffiti and vandalism in our parks. We ask the public to call the police if they see any suspicious activity, especially after sunset when the parks are closed to the public.
- Mead Elementary 3rd Grade local government day has been scheduled for Monday May 22nd. Mayor Whitlow and several staff members will educate the students on roles in government and how decisions are made.
- Ritchie Bros will conduct its quarterly auction May 24 and 25 with over 4000 items up for bid. This is a hybrid onsite and online auction.
- The Colorado Municipal League annual conference is scheduled for June 25 – 28 at Gaylord of the Rockies in Aurora. Several staff and Board members will attend the educational seminars. The Town has cancelled the Regular Board of Trustees meeting scheduled for June 26, 2023, due to a lack of quorum.
- Current road closures due to construction include WCR 13, WCR 5 and WCR 9.5 south of Hwy 66. Full updates can be found on the town's website: <https://www.townofmead.org/engineering/page/street-maintenanceroad-closures>.
- The boardroom/courtroom in Town Hall renovations have begun and will be complete by September. The room is being remodeled to make important security and structural changes to better accommodate Municipal Court and Board of Trustee and Planning Commission meetings. All meetings will be held remotely until the room is complete, with the exception of the May 8 Board of Trustees meeting which is being held at the new Public Works facility.
- Municipal Court was held remotely on April 20th with 42 cases on the docket. Due to the large docket, Court did run late. The May 18th docket is currently at 35.
- The Board of Trustees continues to be in opposition to Senate Bill SB 23-213, a State legislative bill intended to usurp local planning regulations and institute State mandated rules. Residents are encouraged to write, email or call the elected state officials to voice their opinions. The Board of Trustees and the Mead Planning Commission recently passed resolutions in opposition to SB 23-213.
- The new Agfinity Convenience Store and gas station are open for business. A grand opening was held on Saturday, May 6.
- Key projects update:
 - 3rd and Welker Intersection – After several months of review, final CDOT approval was obtained on May 2 and the team can begin the property acquisition process.

- Mead Community Center – Staff is in the processing of reviewing the five proposals received for the pre-engineered metal building design. The team continues to advance the design, and much of May will be spent on the next cost-estimating exercise.
- SH66 Pedestrian Crossing – The biweekly progress meeting was held on May 5 and the team continues to develop the design options of both overpass and underpass.
- YTD totals for new single family home permits:
 - 2023 YTD: 38 SF Permits, 46 Certificates of Occupancy
- Boards and Commissions
 - The Planning Commission will consider the Buffalo Highlands Annexation and Zoning applications on May 17th. The Planning Commission still has a vacant alternate position. An applicant is expected to attend the next two meetings (April and May) prior to his application being considered by the Board of Trustees.
 - The Finance Committee receives monthly updates and has no scheduled in-person meetings.
- Human Resources
 - The Town is advertising open positions using NeoGov recruiting platform <https://www.governmentjobs.com/careers/townofmead>
 - Open positions include Maintenance Tech I/II/III, Deputy Town Clerk/Municipal Clerk, and Police Officer.

Community Development

- Proposed building and fire code updates are scheduled to be presented to the Board on May 30th.
- Proposed parking code amendments are tentatively scheduled to be presented to the Board on May 30th.
- The Buffalo Highlands annexation and zoning applications are scheduled to be reviewed by the Planning Commission on May 17th and Board on June 12th.

Public Works and Engineering

- Bids were received for the annual concrete removal and replacement project on April 19, which was a joint bid with Milliken. Unfortunately, Milliken has decided not to award to the low bidder and their quantities have been removed from both this and the upcoming asphalt bid.
- Public Works staff were on hand for the Spring Clean Up Days held on Friday and Saturday, May 5 and 6.

Community Engagement

- Staff delivered 29 new resident bags on April 29
- Event and Media Specialist is working with Mead Motorheads and Mead Area Chamber for their upcoming events: Memorial Day Car Show on May 29 and MACC Summer Block Party on June 10.
- Community Engagement is working on draft materials for the Built for Mead economic development campaign. Pamphlets will be available to prospective businesses looking to relocate or start a business in Mead. The second round of local business videos is currently being scheduled.
- Recreation is registering for summer camps, activities, and leagues. Registration for baseball ends May 19 and games will be played in Berthoud on Saturdays.

Police Department

- The April Monthly Report is attached.
- The department is staffed at 13 sworn personnel out of the 16 authorized.
- A fugitive who was restrained and wanted on domestic violence charges kept frequenting his ex-girlfriend's residence in Sorrento. Officer Synn and Sergeant Holman safely took him into custody.
- Officers are training on firearms this month.
- Officers assisted with Agfinity's grand opening last Saturday.



Mead Police Department

Monthly Activity - April 2023

Total Calls for Service (CFS) = 547

Traffic Contacts/Complaints: 76 total, 23 citations, 53 warnings

Arrests: 8

Crashes: 10

Motorist Assists: 12

Code: 44 total (parking, abandoned vehicles, animal, etc.)

Alarm Calls: 14

Wellbeing Check: 15

Fire/Medical: 2

STAFFING:

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

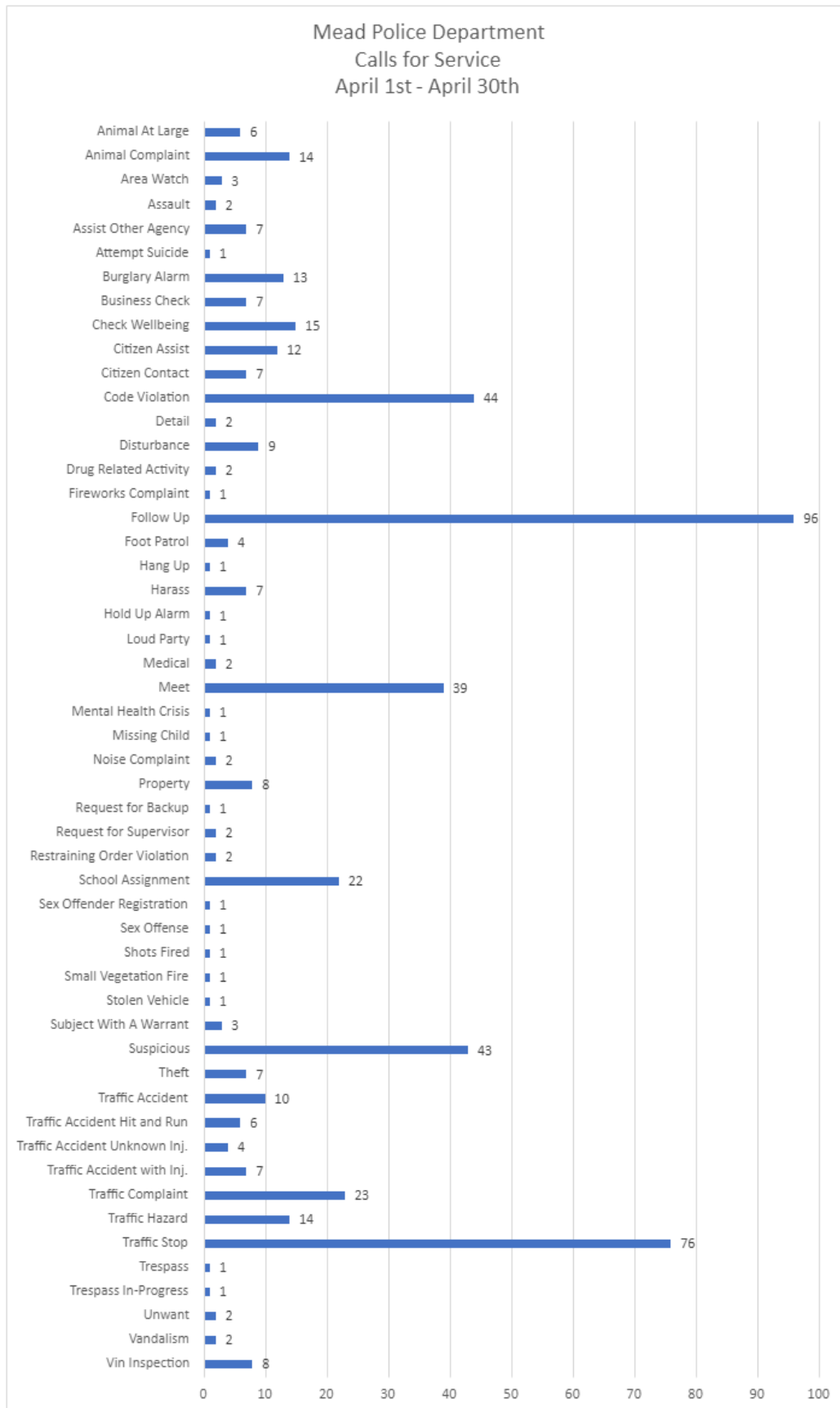
Officers Barker and Salazar are assigned to Mead Schools as SROs.

Community Service Officer position is vacant.

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

TRAINING:

Firearms Training (RDS transition training) – Blue Side, Commander



NOTABLE CALLS FOR SERVICE:

Code Violation – 3900 block of Highland Drive – 23ML00189/190/191/192 – 04/01/2023
Rodent violations x4.

Code Violation – 3600-3900 WCR 28 – 23ML00193 – 04/01/2023
Rodent violation.

Property – [REDACTED] Main Street – 23ML00194 – 04/02/2023
Found property secured and owner notified.

Meet – [REDACTED] Wagon TRL – 23ML00195 – 04/03/2023
Chicken permit inspection.

Fraud/Theft – Mead - 23ML00196 – 04/03/2023
Identity theft.

Disturbance – 2300 block of Kerry Street – 23ML00197 – 04/03/2023
Family disturbance. Verbally resolved.

Disturbance – 17400 block of Margil Road – 23ML00198 – 04/03/2023
Domestic disturbance, male party left prior to police arrival.

Theft – [REDACTED] Elevation Dr – 23ML00199 – 04/04/2023
Construction site theft.

Crash – [REDACTED] WCR 7 – 23ML00200 – 04/04/2023
Minor collision occurred in the school parking lot.

Harass – 2200 block of Galloway Street – 23ML00201 – 04/04/2023
Harassment involving restraining order reported.

Meet – 13500 block Wrangler Way – 23ML00202 – 04/05/2023
Child abuse under investigation.

Property – 100 block of 6th Street – 23ML00203 – 04/06/2023
Headphones turned in as found property.

Check Wellbeing – WCR 34.5 / 9th Street – 23ML00204 – 04/07/2023
Person experiencing medical emergency was transported to the hospital.

Harassment – 3100 block of Beaumon Blvd– 23ML00207 – 04/07/2023
Victim receiving threatening messages.

Traffic Stop – Mulligan Dr / E Interstate 25 Frontage Road – 23ML00208 – 04/08/2023
White Ford F250 fled northbound at high rate of speed. Same vehicle later eluded Larimer County and Fort Collins authorities, eventually crashing west of Fort Collins.

Mental Health Crisis – 3600 block of Homestead Trail – 23ML00209 – 04/09/2023

Drug Related Activity – █████ WCR 7 – 23ML00210 – 04/10/2023
Students with marijuana.

Lost Vehicle – █████ Whetstone Way – 23ML00211 – 04/10/2023
Located at local establishment.

Shots Fired/Attempted Homicide – █████ Highway 66 – 23ML00212 – 04/10/2023
Victim's vehicle shot multiple times by unknown suspect(s). Under investigation.
<https://www.townofmead.org/police/page/mead-police-investigate-shooting-near-i-25-and-highway-66>

Crash – mm245 25 NB – 23ML00213 – 04/11/2023
Two vehicle non-injury crash.

Assault – █████ Palmer Ave – 23ML00216 – 04/12/2023
Occurred previously, under investigation.

Trespass/Theft – █████ Wrangler Way – 23ML00217 – 04/12/2023
Vehicle entered and items stolen.

Trespass/Theft – █████ Branding Iron Way – 23ML00218 – 04/12/2023
Vehicle entered and items stolen.

Trespass/Theft – █████ Wrangler Way – 23ML00219 – 04/12/2023
Vehicle entered and items stolen.

Stolen Vehicle – █████ Bridle Drive – 23ML00220 – 04/12/2023
Vehicle stolen out of the driveway.

Stolen Vehicle – █████ Weber Way – 23ML00221 – 04/12/2023
Vehicle stolen overnight.

Trespass/Theft – █████ Mustang Drive – 23ML00222 – 04/12/2023
Vehicle entered and items stolen.

Trespass/Theft – █████ Branding Iron Way – 23ML00223 – 04/12/2023
Vehicle entered and items stolen.

Subject with a Warrant – WCR 5 / Highway 66 – 23ML00224 – 04/13/2023
Officer recognized the wanted person.

Drug Related Activity – █████ Mead Street – 23ML00225, 23ML00226 – 04/13/2023
Citizen called in a suspicious vehicle. Officer arrested driver on active warrant. Illegal drugs were located in the vehicle. Information shared with Longmont PD and additional arrest and seizure was made. See Press Release
<https://www.townofmead.org/police/page/concerned-citizen-calls-mead-police-leading-fentanyl-bust>

Crash – [REDACTED] WCR 34 – 23ML0227 – 04/13/2023
Driver fell asleep and struck light pole.

Code Violation – [REDACTED] WCR – 23ML00228 – 04/14/2023
Student in possession of marijuana.

Code – [REDACTED] Wagon Trail – 23ML00229 – 04/14/2023
Chicken permit inspection.

Code – [REDACTED] Dillingham Avenue – 23ML00230 – 04/14/2023
Chicken permit inspection.

Property – Dillingham Avenue / 1st Avenue – 23ML00231 – 04/14/2023
Found wallet.

Theft – Pacific Circle / E I25 Frontage Road – 23ML00232 – 04/15/2023
Suspect caught stealing catalytic converter off car. The suspect ran from officers but was identified. Under investigation.

Code – [REDACTED] 5th Street – 23ML00233 – 04/15/2023
Chicken permit inspection.

Crash – WCR 5 / 34.5 – 23ML0235 – 04/16/2023
Single vehicle went off the roadway.

Property – Founder's Park – 23ML00236 – 04/16/2023
BB gun found in the area. Secured in property.

Theft – Lighthouse Storage - 23ML00238 – 04/17/2023
Catalytic Converter stolen off of RV.

Crash – WCR 9.5 / Knights Way – 23ML0239 – 04/18/2023
Two vehicle non-injury crash.

Code – 13700 block Pacific Circle – 23ML00240 – 04/20/2023
Abandoned vehicle.

Theft – 14400 I25 Frontage Rd – 23ML00241 – 04/20/2023
Check fraud.

Theft – 200 block Eagle Ave – 23ML00242 – 04/20/2023
Identity theft.

Warrant Arrest - [REDACTED] HIGHWAY 66 – 23ML00243 – 04/20/2023
Vehicle stopped for violation and driver arrested on active warrant.

Crash – Highway 66 / Colorado Blvd – 23ML0244 – 04/20/2023

Two vehicle crash with injuries.

Code – Multiple – 23ML00245/46/47/48 – 04/21/2023

Chicken permit inspections.

Hit and Run Crash – 2300 Highway 66 – 23ML0249 – 04/21/2023

Driver struck a sign.

Disturbance – Rocky Mountain Saloon – 23ML00250 – 04/23/2023

Person making threats and possibly brandished firearm.

Animal Abuse – 16300 block 10th Street – 23ML00251 – 04/23/2023

Reported abuse of dog. Under investigation.

Disturbance – 200 block Grand View Circle – 23ML00252 – 04/23/2023

Elderly male involved in family disturbance.

Forgery – Rocky Mountain Saloon – 23ML00253 – 04/23/2023

Someone passed a fake currency bill. Under investigation.

Crash – Highway 66 / WCR 5 – 23ML0254 – 04/24/2023

Single vehicle vs. deer.

Detox – Liberty Ranch – 23ML00255 – 04/24/2023

Adult male highly intoxicated. Transported to hospital.

Restraining Order Violation – 2400 block of Pineywoods Street – 23ML00256 – 04/24/2023

Restrained person fled prior to police arrival. Under investigation.

Child Abuse – Mead – 23ML00257 – 04/24/2023

Juvenile victims, reported by guardian. Under investigation.

Theft / Fraud – 100 block of Hunters Cove Road – 23ML00258 – 04/25/2023

Theft of payment for services.

Suicidal Person – Mead – 23ML00260 – 04/26/2023

Threatening suicide with firearm. Was talked down and provided medical assistance.

Assault – Mead High School – 23ML00262 – 04/26/2023

Two students fought, one received medical attention.

Animal – 14500 block of WCR 7 – 23ML00263 – 04/26/2023

Dog was hit by a car. Transported to Longmont Small Animal Hospital.

Disorderly Conduct – Mead High School – 23ML00264 – 04/26/2023

Two students were fighting. Both cited.

Court Order Violation – Mead Elementary School – 23ML00265 – 04/26/2023

Restricted guardian attempted to contact juveniles at school.

Arrest – [REDACTED] Pineywoods Street – 23ML00266/267 – 04/27/2023

Subject arrested on active warrant and RO violation charges.

Fugitive – Northbound I25 mm243 – 23ML00268 – 04/27/2023

Subject with arrest warrant stopped for traffic violation. Subject fled on foot.

Animal – [REDACTED] WCR 7 – 23ML00269 – 04/28/2023

Dog was found in the area of WCR 7 and Hunters Cove and turned in to police.

Hit and Run Crash – 3rd Street / Adams Avenue – 23ML00270 – 04/29/2023

Vehicle ran stop sign and hit victim's vehicle. Suspect vehicle is a black Jeep Gladiator with green lettering.



PROCLAMATION

National Police Week

May 14 - 20, 2023

WHEREAS, The Congress and President of the United States have designated May 15 as National Peace Officer's Memorial Day and the calendar week in which May 15 falls, as National Police Week; and

WHEREAS, the members of the law enforcement agency of the Town of Mead play an essential role in safeguarding the rights and freedoms of the citizens of our community; and

WHEREAS, law enforcement officers pin on a badge, go to work, not knowing what the day will bring, and hoping they make it home safe; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their police department, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and protecting the innocent against deception and the weak against oppression or intimidation;

THEREFORE, I, Mayor Colleen Whitlow and the Trustees of the Town of Mead urge our citizens to join in commemorating law enforcement officers, past and present, who by their faithful and loyal devotion to their communities have established for themselves the enduring reputation for preserving the rights and security of all citizens.

NOW, THEREFORE, I, Colleen Whitlow, Mayor of the Town of Mead, Weld County, Colorado, do hereby proclaim the Town of Mead to observe the week of May 14 through May 20, 2023 as Police Week in the Town of Mead.

Given under my hand and Seal of the Town of Mead, Colorado

On this 8th day of May, 2023

Colleen G. Whitlow
Mayor



PROCLAMATION

National Public Works Week

May 21 - 27, 2023

“Connecting the World Through Public Works”

WHEREAS, public works professionals focus on infrastructure, facilities, emergency management, and services that are of vital importance to sustainable and resilient communities and the public health, high quality of life, and well-being of the people of **Mead, Colorado**; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders and children in the Town of Mead to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2023 marks the 63rd annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now,

RESOLVED, I, **Colleen G. Whitlow**, do hereby designate the week May 21 – 27, 2023 as National Public Works Week; I urge all citizens to join with representatives of the American Public Works Association/Canadian Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

Given under my hand and Seal of the Town of Mead, Colorado

On this 8th day of May, 2023

Colleen G. Whitlow
Mayor



BOARD OF TRUSTEES

441 3rd Street, Mead
Monday, April 24, 2023

MINUTES

I. 5:30 p.m. to 6:00 p.m.

Arbor Day Event

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

REGULAR MEETING

Meeting to be held remotely via Zoom

In accordance with the Town's Remote Participation and Remote Meeting Policy adopted by the Board of Trustees on March 13, 2023 by Resolution No. 21-R-2023, this meeting was held as a remote meeting.

1. Call to Order – Roll Call

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

Present

Mayor Colleen Whitlow

Mayor Pro Tem Chris Cartwright

Trustee Trisha Harris (via virtual access entered at 6:03 p.m.)

Trustee Chris Parr

Trustee Herman Schranz

Absent

Trustee Debra Brodhead

Trustee David Adams

Also present: Town Manager Helen Migchelbrink; Administrative Services Director Mary Strutt; Police Chief Brent Newbanks; Town Attorney Marcus McAskin; Town Engineer / Public Works Director Erika Rasmussen; Community Development Director Jason Bradford; Public Information Officer / Community Engagement Director Lorelei Nelson.

Attending via virtual access: members of the public.

2. Moment of Silence

Mayor Whitlow requested the observance of a moment of silence for the citizens of Sudan.

3. Pledge of Allegiance to the Flag

The assembly pledged allegiance to the flag.

4. Review and Approve Agenda

*Motion was made by Trustee Schranz, seconded by Mayor Pro Tem Cartwright, to approve the agenda.
Motion carried 4-0, on a roll call vote.*

Trustee Harris joined the meeting via remote participation.

5. Staff Report: Town Manager Report

a. Manager Report

Town Manager Helen Migchelbrink discussed Agfinity opening and cancelling Board meeting scheduled for June 25th due to staff and Board members attending CML Annual Conference.

6. Informational Items

a. Community Engagement Update

Public Information Officer / Community Engagement Director Lorelei Nelson discussed launch of Civic Rec software, Tree City USA, youth sports and upcoming events.

- b. WCR 9.5 / High Plains Boulevard

Town Engineer / Public Works Director Erika Rasmussen reviewed the plan and timeline for WCR 9.5 / High Plains Blvd.

- c. Capital Projects Update

Town Engineer / Public Works Director Erika Rasmussen discussed upcoming projects including restrooms at Liberty Ranch Park, Gold Star Memorial at Founders Park, Community Center, Courtroom remodel, pavement and concrete work, 3rd & Welker intersection and bridge improvements.

7. Proclamations

- a. Arbor Day April 28, 2023

Motion was made by Trustee Parr, seconded by Mayor Pro Tem Cartwright, to approve the signing of the proclamation for Arbor Day April 28, 2023. Motion carried 5-0, on a roll call vote.

- b. Municipal Clerk's Week April 30 - May 6, 2023

Motion was made by Mayor Pro Tem Cartwright, seconded by Trustee Schranz, to approve the signing of the proclamation for Municipal Clerk's Week April 30 – May 6, 2023. Motion carried 5-0, on a roll call vote.

- c. Older Americans Month May 2023

Motion was made by Trustee Schranz, seconded by Mayor Pro Tem Cartwright, to approve the signing of the proclamation for Older Americans Month May 2023. Motion carried 5-0, on a roll call vote.

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

There was no public comment at this time.

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 April 10, 2023
- b. March 2023 Financials
- c. Check Register April 24, 2023
- d. **Resolution No. 31-R-2023** – A Resolution of the Town of Mead, Colorado, Approving a Special Project Task Order with Ayers Associates, Inc. to Perform Engineering Services for the Liberty Ranch Park Restrooms Project
- e. **Resolution No. 32-R-2023** – A Resolution of the Town of Mead, Colorado, Approving a Special Project Task Order with Ayers Associates, Inc. to Perform Engineering Services for the Gold Star Memorial Plaza, Founders Park
- f. **Ordinance No. 1032** – An Ordinance of the Town of Mead, Colorado, Repealing and Replacing Article 5 of Chapter 7 of the Mead Municipal Code Concerning Trees

Motion was made by Trustee Parr, seconded by Trustee Cartwright, to approve the consent agenda. Motion carried 5-0, on a roll call vote.

10. New Business

- a. **Ordinance No. 1033** – An Ordinance of the Town of Mead, Colorado, Revising the Town of Mead Purchasing Policies and Amending Section 4-2-20(a) of the Mead Municipal Code Concerning the Spending Authority of the Town Manager

Administrative Services Director Mary Strutt presented proposed changes to the purchasing policy including authority levels and surplus disposition.

Motion was made by Trustee Schranz, seconded by Trustee Parr, to adopt Ordinance No. 1033 – An Ordinance of the Town of Mead, Colorado, Revising the Town of Mead Purchasing Policies and

Amending Section 4-2-20(a) of the Mead Municipal Code Concerning the Spending Authority of the Town Manager. Motion carried 5-0, on a roll call vote.

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

There was no public comment at this time.

12. Legislative Update

Town Attorney Marcus McAskin discussed the current legislative session which has 15 days left. He reviewed several bills under consideration including those relating to CORA, open meetings, assault weapons, extreme risk protective orders, accessibility, gender neutral restrooms, growth caps, affordable housing and natural healing centers.

13. Elected Official Reports

- a. Town Trustees

The Trustees had no further comments at this time.

- b. Mayor Whitlow

Mayor Whitlow discussed upcoming Weld County Commissioners quarterly call and May 6th Coffee with the Mayor.

- 14. Executive Session:** Pursuant to C.R.S. Sections 24-6-402(4)(a) and -402(4)(e) to discuss the potential lease, transfer, or sale of Town-owned property at Liberty Ranch and to develop strategy for negotiations and to instruct negotiators regarding Municipal Facilities Master Plan process and potential lease, transfer or sale of Town property within the boundaries of the Master Plan

Motion was made by Trustee Parr, seconded by Mayor Pro Tem Cartwright, to enter into executive session pursuant to C.R.S. Sections 24-6-402(4)(a) and -402(4)(e) to discuss the potential lease, transfer, or sale of Town-owned property at Liberty Ranch and to develop strategy for negotiations and to instruct negotiators regarding Municipal Facilities Master Plan process and potential lease, transfer or sale of Town property within the boundaries of the Master Plan. Motion carried 5-0, on a roll call vote.

Mayor Whitlow convened the Executive Session at 7:20 p.m.

The Board returned to the Regular Meeting from Executive Session at 8:29 p.m. Those present for the Executive Session were Mayor Whitlow, Trustees Cartwright, Harris, Parr and Schranz, Town Attorney Marcus McAskin, Town Manager Helen Migchelbrink, Administrative Services Director Mary Strutt, Police Chief Brent Newbanks, Town Engineer / Public Works Director Erika Rasmussen and Community Development Director Jason Bradford.

RECONVENE REGULAR MEETING

15. Executive Session Action Items

There were no further action items.

16. Adjournment

Motion was made by Trustee Schranz, seconded by Mayor Pro Tem Cartwright, to adjourn the meeting. Motion carried 5-0, on a roll call vote.

The Regular Meeting of the Town of Mead Board of Trustees adjourned at approximately 8:30 p.m. on Monday, April 24, 2023.

ATTEST:

Colleen G. Whitlow, Mayor

Mary E. Strutt, MMC, Town Clerk

Report Criteria:

Report type: GL detail

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
05/23	05/08/2023	36485	All Copy Products Inc	499437291	01-47-5315	Copier Lease	78.23
Total 36485:							78.23
05/23	05/08/2023	36486	All Copy Products, Inc.	AR3899354	01-47-5315	Copies	98.19
Total 36486:							98.19
05/23	05/08/2023	36487	AMAZON CAPITAL SERVICES	17CX-TQCP-	01-49-5201	A3GMSK7LNX6ORC - Camp Bag	15.02
05/23	05/08/2023	36487	AMAZON CAPITAL SERVICES	1QQQ-4TLJ-	01-40-5210	A3GMSK7LNX6ORC - Earbuds - HM	179.00
Total 36487:							194.02
05/23	05/08/2023	36488	Arbortanics, Inc	787159	01-45-5370	Northern Catalpa	159.90
05/23	05/08/2023	36488	Arbortanics, Inc	787159	01-45-5370	Lodgepole Stake & Tree Stake Strap	464.00
Total 36488:							623.90
05/23	05/08/2023	36489	BUCKEYE WELDING SUPPLY C	05078745	04-44-5369	Cylinder Rental	7.65
Total 36489:							7.65
05/23	05/08/2023	36490	Carbon Valley Parks & Rec Distric	4.12.2023	01-49-5260	Volleyball Games	3,164.00
Total 36490:							3,164.00
05/23	05/08/2023	36491	CARDMEMBER SERVICE	1368 042523	01-40-5331	zoom webinar	79.00
05/23	05/08/2023	36491	CARDMEMBER SERVICE	1368 042523	01-49-5260	jerseys	1,997.51
05/23	05/08/2023	36491	CARDMEMBER SERVICE	1368 042523	01-49-5260	jerseys	27.20
05/23	05/08/2023	36491	CARDMEMBER SERVICE	1368 042523	01-47-5700	PW cake	42.43
05/23	05/08/2023	36491	CARDMEMBER SERVICE	1368 042523	01-41-5841	BOT Tour-Ice	2.89
05/23	05/08/2023	36491	CARDMEMBER SERVICE	1368 042523	01-49-5260	BG Checks	345.00
05/23	05/08/2023	36491	CARDMEMBER SERVICE	1368 042523	01-49-5260	BG Checks	414.00
05/23	05/08/2023	36491	CARDMEMBER SERVICE	1368 042523	01-49-5331	URL Sub	35.00
05/23	05/08/2023	36491	CARDMEMBER SERVICE	1368 042523	01-41-5841	BOT Tour-Bus	523.40
05/23	05/08/2023	36491	CARDMEMBER SERVICE	1368 042523	01-49-5260	Rec Shirts	486.18
05/23	05/08/2023	36491	CARDMEMBER SERVICE	1368 042523	01-49-5349	Wellness reward	143.19
05/23	05/08/2023	36491	CARDMEMBER SERVICE	1368 042523	01-49-5331	Newsletter sub	20.00
05/23	05/08/2023	36491	CARDMEMBER SERVICE	1368 042523	01-49-5260	rec supplies	366.31
05/23	05/08/2023	36491	CARDMEMBER SERVICE	1368 042523	01-49-5265	senior lunch kaitlyn meal	19.47
05/23	05/08/2023	36491	CARDMEMBER SERVICE	1368 042523	01-49-5262	Event sign	435.64
05/23	05/08/2023	36491	CARDMEMBER SERVICE	1368 042523	01-49-5331	Adobe subscription rec	155.88
05/23	05/08/2023	36491	CARDMEMBER SERVICE	1368 042523	01-49-5262	Event signs	1,160.95
05/23	05/08/2023	36491	CARDMEMBER SERVICE	1368 042523	01-49-5349	Wellness reward	41.11
05/23	05/08/2023	36491	CARDMEMBER SERVICE	1368 042523	01-40-5331	zoom webinar	50.97
05/23	05/08/2023	36491	CARDMEMBER SERVICE	1368 042523	01-49-5349	wellness sub	140.00
05/23	05/08/2023	36491	CARDMEMBER SERVICE	1368 042523	01-41-5841	BOT Tour Bus	130.00
05/23	05/08/2023	36491	CARDMEMBER SERVICE	1368 042523	01-49-5265	Senior bingo event	200.00
05/23	05/08/2023	36491	CARDMEMBER SERVICE	1454 042523	01-43-5330	Hotel charge - diff of actual and pre-char	.02
05/23	05/08/2023	36491	CARDMEMBER SERVICE	1454 042523	01-43-5330	Airport Parking - APA Conf	66.00
05/23	05/08/2023	36491	CARDMEMBER SERVICE	1454 042523	01-43-5330	APA Conf - dinner	21.25
05/23	05/08/2023	36491	CARDMEMBER SERVICE	1454 042523	01-43-5330	Taxi - APA Conf	39.54
05/23	05/08/2023	36491	CARDMEMBER SERVICE	3448 042523	01-42-5255	Red Dot sight & Mag for Sims Gun	279.97

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
05/23	05/08/2023	36491	CARDMEMBER SERVICE	3514 042523	01-43-5331	ICC Annual Membership	145.00
05/23	05/08/2023	36491	CARDMEMBER SERVICE	3514 042523	01-40-5331	Subscription - Greeley Tribune	6.99
05/23	05/08/2023	36491	CARDMEMBER SERVICE	3514 042523	01-40-5331	Subscription - Coloradoan	14.99
05/23	05/08/2023	36491	CARDMEMBER SERVICE	3514 042523	01-40-5700	MTC Discussion	51.88
05/23	05/08/2023	36491	CARDMEMBER SERVICE	3514 042523	01-40-5700	Staff Appreciation	40.00
05/23	05/08/2023	36491	CARDMEMBER SERVICE	5590 042523	01-47-5210	Mailbox for PW Facility	633.25
05/23	05/08/2023	36491	CARDMEMBER SERVICE	5590 042523	01-47-5210	Shop Equipment	2,339.97
05/23	05/08/2023	36491	CARDMEMBER SERVICE	5590 042523	01-47-5216	Monthly Carwash Membership	12.00
05/23	05/08/2023	36491	CARDMEMBER SERVICE	5590 042523	01-47-5075	Job Posting	375.00
05/23	05/08/2023	36491	CARDMEMBER SERVICE	5590 042523	01-43-5700	Comm Develop - Muni Facilities Discussi	139.27
05/23	05/08/2023	36491	CARDMEMBER SERVICE	5590 042523	01-47-5200	Office Supplies	44.35
05/23	05/08/2023	36491	CARDMEMBER SERVICE	6819 042523	01-42-5210	Vacuum cleaner / pressure washer	258.98
05/23	05/08/2023	36491	CARDMEMBER SERVICE	6819 042523	01-42-5216	Paint for vehicle repair	22.99
05/23	05/08/2023	36491	CARDMEMBER SERVICE	6819 042523	01-42-5331	Jotform Membership Fee	39.00
05/23	05/08/2023	36491	CARDMEMBER SERVICE	6819 042523	01-42-5210	Labels	14.99
05/23	05/08/2023	36491	CARDMEMBER SERVICE	7665 042523	01-45-5210	Key for Parks	61.80
05/23	05/08/2023	36491	CARDMEMBER SERVICE	7665 042523	04-44-5330	Lunch/Training w JM	53.44
05/23	05/08/2023	36491	CARDMEMBER SERVICE	7665 042523	01-45-5210	Waste/Odor	23.99
05/23	05/08/2023	36491	CARDMEMBER SERVICE	7665 042523	04-44-5216	Inv. #607630 - 48 vehicles	61.11
05/23	05/08/2023	36491	CARDMEMBER SERVICE	7665 042523	04-44-5310	Tire Recycled (25) - road cleanup	100.00
05/23	05/08/2023	36491	CARDMEMBER SERVICE	7665 042523	04-44-5216	Fleetio (4/10)	63.18
05/23	05/08/2023	36491	CARDMEMBER SERVICE	7700 042523	01-40-5331	Microsoft 365 subscription	876.00
05/23	05/08/2023	36491	CARDMEMBER SERVICE	7700 042523	01-40-5331	Subscription - Denver Post - No Receipt	11.99
05/23	05/08/2023	36491	CARDMEMBER SERVICE	7700 042523	01-40-5205	Postage	9.65
05/23	05/08/2023	36491	CARDMEMBER SERVICE	7700 042523	01-40-5331	Digital Subscription	9.00
05/23	05/08/2023	36491	CARDMEMBER SERVICE	7700 042523	01-40-5205	Postage	9.65
05/23	05/08/2023	36491	CARDMEMBER SERVICE	7700 042523	01-40-5205	Postage	9.65
05/23	05/08/2023	36491	CARDMEMBER SERVICE	7700 042523	01-40-5205	Postage	9.65
05/23	05/08/2023	36491	CARDMEMBER SERVICE	7700 042523	01-40-5205	Postage	9.65
05/23	05/08/2023	36491	CARDMEMBER SERVICE	7700 042523	01-40-5330	Caselle Training - TB	8.37
05/23	05/08/2023	36491	CARDMEMBER SERVICE	7700 042523	01-40-5330	Caselle Training - TB	154.52
05/23	05/08/2023	36491	CARDMEMBER SERVICE	7700 042523	01-40-5205	Postage	19.30
05/23	05/08/2023	36491	CARDMEMBER SERVICE	7700 042523	01-40-5330	Caselle Training - TB	28.60
05/23	05/08/2023	36491	CARDMEMBER SERVICE	7700 042523	01-40-5331	Annual Subscription	809.97
05/23	05/08/2023	36491	CARDMEMBER SERVICE	7700 042523	01-40-5205	Postage	9.65
05/23	05/08/2023	36491	CARDMEMBER SERVICE	7700 042523	01-40-5700	Kitchen Packing/Pre-Con Prep	36.22
05/23	05/08/2023	36491	CARDMEMBER SERVICE	7700 042523	01-41-5700	BOT Meeting	52.88
05/23	05/08/2023	36491	CARDMEMBER SERVICE	7700 042523	01-40-5205	Postage	28.95
05/23	05/08/2023	36491	CARDMEMBER SERVICE	7700 042523	01-40-5205	Postage	28.95
05/23	05/08/2023	36491	CARDMEMBER SERVICE	7700 042523	01-40-5205	Postage	9.65
05/23	05/08/2023	36491	CARDMEMBER SERVICE	7700 042523	01-40-5205	Postage	19.30
05/23	05/08/2023	36491	CARDMEMBER SERVICE	7700 042523	01-41-5700	Town Tour	37.92
05/23	05/08/2023	36491	CARDMEMBER SERVICE	7700 042523	01-41-5700	Work Session	78.95
05/23	05/08/2023	36491	CARDMEMBER SERVICE	7700 042523	01-40-5205	Postage	9.65
05/23	05/08/2023	36491	CARDMEMBER SERVICE	7700 042523	01-40-5205	Postage	9.65
05/23	05/08/2023	36491	CARDMEMBER SERVICE	7700 042523	01-40-5205	Postage	9.65
05/23	05/08/2023	36491	CARDMEMBER SERVICE	9596 042523	01-42-5201	Adobe Subscription - MM	19.99
05/23	05/08/2023	36491	CARDMEMBER SERVICE	9596 042523	01-42-5201	Adobe Subscription - MR	14.99
05/23	05/08/2023	36491	CARDMEMBER SERVICE	9596 042523	01-42-5255	Training Equipment Case	246.50
05/23	05/08/2023	36491	CARDMEMBER SERVICE	9596 042523	01-42-5255	Custody Belts	279.30
05/23	05/08/2023	36491	CARDMEMBER SERVICE	9596 042523	01-42-5330	Flight to IACP - BN	398.96
05/23	05/08/2023	36491	CARDMEMBER SERVICE	9596 042523	01-42-5210	Fingerprint Pad	94.40
05/23	05/08/2023	36491	CARDMEMBER SERVICE	9596 042523	01-42-5210	Notary book/stamp - MM	69.80
05/23	05/08/2023	36491	CARDMEMBER SERVICE	9596 042523	01-42-5216	Car wash - fleet on 3/28 (9)	90.00
05/23	05/08/2023	36491	CARDMEMBER SERVICE	9596 042523	01-42-5210	Badge Stickers	635.72
05/23	05/08/2023	36491	CARDMEMBER SERVICE	9596 042523	01-42-5255	Rifle Lockbox for #14	323.99

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
05/23	05/08/2023	36491	CARDMEMBER SERVICE	9596 042523	01-42-5216	Car wash on 3/27	10.00
05/23	05/08/2023	36491	CARDMEMBER SERVICE	9596 042523	01-42-5210	Safety Glasses	70.36
05/23	05/08/2023	36491	CARDMEMBER SERVICE	9596 042523	01-42-5330	Drone Training - LP and SL	377.00
Total 36491:							16,653.52
05/23	05/08/2023	36492	CIRSA	231176	01-49-5320	VAMP Audit 2022	121.52
Total 36492:							121.52
05/23	05/08/2023	36493	David Jay Thrower	300	01-48-5040	Municipal court judge - April	1,500.00
Total 36493:							1,500.00
05/23	05/08/2023	36494	DBC Irrigation Supply	S4950160.00	01-45-5372	Irrigation Repair	69.21
05/23	05/08/2023	36494	DBC Irrigation Supply	S4950572.00	01-45-5372	Irrigation	183.00
05/23	05/08/2023	36494	DBC Irrigation Supply	S4962037.00	01-45-5372	Acct #20989 - Irrigation	20.14
Total 36494:							272.35
05/23	05/08/2023	36495	Denali Water Solutions LLc	INV459009	06-47-5231	Sludge Disposal	455.00
Total 36495:							455.00
05/23	05/08/2023	36496	Ditesco LLC	2023-150	04-44-5405	TOM - 2023 Pavement Mgmt Program	9,859.00
05/23	05/08/2023	36496	Ditesco LLC	2023-151	09-50-5500	Courtroom Remodel	1,400.00
05/23	05/08/2023	36496	Ditesco LLC	2023-152	09-50-5511	PW Facility	1,907.00
05/23	05/08/2023	36496	Ditesco LLC	2023-155	09-51-5500	TOM - Community Center	4,692.37
Total 36496:							17,858.37
05/23	05/08/2023	36497	Elizabeth Anderson	042823	01-13-4625	Soccer Registration Refund - E Anderson	70.00
Total 36497:							70.00
05/23	05/08/2023	36498	ESRI, INC.	94464801	01-44-5201	GIS Software 7/1/23 to 6/30/24	990.00
05/23	05/08/2023	36498	ESRI, INC.	94464801	01-43-5201	GIS Software 7/1/23 to 6/30/24	990.00
Total 36498:							1,980.00
05/23	05/08/2023	36499	FRONT RANGE PORTABLE RES	11288	01-45-5210	Liberty Ranch Park - April	220.50
Total 36499:							220.50
05/23	05/08/2023	36500	FRONTIER SELF STORAGE	060123	01-40-5700	Storage	100.00
Total 36500:							100.00
05/23	05/08/2023	36501	Garretson's Sports Center	9321	04-44-5203	Hats - PW	192.00
Total 36501:							192.00
05/23	05/08/2023	36502	GLACIER CONSTRUCTION CO.,	2235 - 01	06-47-5557	TOM - Headworks & Bar Screen Replace	183,435.95
05/23	05/08/2023	36502	GLACIER CONSTRUCTION CO.,	2235 - 01	09-02-2005	TOM - Headworks & Bar Screen Replace	9,171.80-

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 36502:							174,264.15
05/23	05/08/2023	36503	Graves Consulting LLC	1180	01-40-5401	Market Update	4,626.00
Total 36503:							4,626.00
05/23	05/08/2023	36504	GRC Consulting Inc	13002	04-44-5360	Street Sweeping - Feb	2,592.00
Total 36504:							2,592.00
05/23	05/08/2023	36505	Harvey Potts	042623 - 110.	99-01-1075	Refund overpayment. Account 110.01	81.86
Total 36505:							81.86
05/23	05/08/2023	36506	HOME DEPOT CREDIT SERVIC	2769 042123	04-44-5254	Inv. #15362 - Parts	129.89
05/23	05/08/2023	36506	HOME DEPOT CREDIT SERVIC	2769 042123	01-47-5215	Inv. #9518110 - Repairs	52.48
05/23	05/08/2023	36506	HOME DEPOT CREDIT SERVIC	2769 042123	04-44-5254	Inv. #5010093 - Tools	407.28
05/23	05/08/2023	36506	HOME DEPOT CREDIT SERVIC	2769 042123	09-50-5500	Inv. #5020108 - Remodel	219.82
05/23	05/08/2023	36506	HOME DEPOT CREDIT SERVIC	2769 042123	04-44-5216	Inv. #5012391 - Spray Tank	55.86
05/23	05/08/2023	36506	HOME DEPOT CREDIT SERVIC	2769 042123	04-44-5254	Inv. #3083656 - Pressure Washer	449.00
05/23	05/08/2023	36506	HOME DEPOT CREDIT SERVIC	2769 042123	01-47-5215	Inv. #2012743 - Hot Water Heater Repair	21.97
05/23	05/08/2023	36506	HOME DEPOT CREDIT SERVIC	2769 042123	09-50-5500	Inv. #2611313 - Remodel	90.96
Total 36506:							1,427.26
05/23	05/08/2023	36507	Interior Concepts of Denver	8369	09-50-5511	PW Facility	1,305.27
05/23	05/08/2023	36507	Interior Concepts of Denver	8427	09-50-5511	PW Facility	4,880.27
Total 36507:							6,185.54
05/23	05/08/2023	36508	Jacey Reinert	043023	01-49-5330	Mileage - ADA Workshop	58.95
Total 36508:							58.95
05/23	05/08/2023	36509	Jesse Newcomb	042723 1258	99-01-1075	Refund overpayment. Account 1258.02	45.27
Total 36509:							45.27
05/23	05/08/2023	36510	JVA INCORPORATED	107762	06-40-5405	TOM - Wastewater On-Call	720.00
05/23	05/08/2023	36510	JVA INCORPORATED	107762	06-47-5557	WWTF - Mileage	37.34
05/23	05/08/2023	36510	JVA INCORPORATED	107764	06-47-5557	WWTF - Structures & Interceptor	4,726.00
05/23	05/08/2023	36510	JVA INCORPORATED	107765	06-47-5557	WWTF - Headworks Improvements	300.80
05/23	05/08/2023	36510	JVA INCORPORATED	108211	01-02-2615	Rangeview Estates (270)	172.00
05/23	05/08/2023	36510	JVA INCORPORATED	108212	01-02-2615	Highlands Construction (256)	86.00
05/23	05/08/2023	36510	JVA INCORPORATED	108213	01-02-2615	QuickTrip (294)	172.00
05/23	05/08/2023	36510	JVA INCORPORATED	108214	01-02-2615	Lawson Construction (319)	172.00
05/23	05/08/2023	36510	JVA INCORPORATED	108215	01-02-2615	Highland Drive Extension (294)	172.00
05/23	05/08/2023	36510	JVA INCORPORATED	108216	01-02-2615	Homerun Heating (328)	86.00
05/23	05/08/2023	36510	JVA INCORPORATED	108217	01-02-2615	Club Car Wash (329)	344.00
05/23	05/08/2023	36510	JVA INCORPORATED	108218	01-47-5405	Town of Mead - Design Standards & Spe	750.60
05/23	05/08/2023	36510	JVA INCORPORATED	108219	01-02-2615	Red Barn Annex (298)	86.00
05/23	05/08/2023	36510	JVA INCORPORATED	108220	01-02-2615	Gopher Gulch (239)	86.00
05/23	05/08/2023	36510	JVA INCORPORATED	108221	01-47-5405	TOM - General Engineering Services	1,587.30

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 36510:							9,498.04
05/23	05/08/2023	36511	Kaitlyn Newbanks	043023	01-49-5260	Mileage - Weld Fund Scholarship Accept	23.58
Total 36511:							23.58
05/23	05/08/2023	36512	KONICA MINOLTA BUSINESS S	286568905	01-40-5315	Copies	216.27
Total 36512:							216.27
05/23	05/08/2023	36513	Krav Maga Worldwide, Inc.	FTD8009	01-42-5330	Series 1-6 Recertification	895.00
Total 36513:							895.00
05/23	05/08/2023	36514	Leo & Stephanie Grillas	042723 1672	99-01-1075	Refund overpayment. Account 1672.01	285.54
Total 36514:							285.54
05/23	05/08/2023	36515	LITTLE THOMPSON WATER DIS	1003301 4/2	01-47-5305	1341 WC 34	45.69
05/23	05/08/2023	36515	LITTLE THOMPSON WATER DIS	607001 4/20/	06-47-5305	5423 WC 32	31.84
05/23	05/08/2023	36515	LITTLE THOMPSON WATER DIS	618801 4/20/	01-45-5305	150 Main St	34.49
05/23	05/08/2023	36515	LITTLE THOMPSON WATER DIS	619202 4/20/	01-45-5305	401 3rd St	31.84
05/23	05/08/2023	36515	LITTLE THOMPSON WATER DIS	620201 4/20/	01-45-5305	2700 WC 34.5	82.83
05/23	05/08/2023	36515	LITTLE THOMPSON WATER DIS	621801 4/20/	01-45-5305	190 1st St	82.83
05/23	05/08/2023	36515	LITTLE THOMPSON WATER DIS	622501 4/20/	01-45-5305	365 Welker	34.49
05/23	05/08/2023	36515	LITTLE THOMPSON WATER DIS	624409 4/20/	01-42-5305	201 Welker	31.87
05/23	05/08/2023	36515	LITTLE THOMPSON WATER DIS	650402 4/20	01-40-5305	242 Main St	31.84
05/23	05/08/2023	36515	LITTLE THOMPSON WATER DIS	657602 4/20/	06-47-5305	4504 E Welker	44.07
05/23	05/08/2023	36515	LITTLE THOMPSON WATER DIS	657701 4/20/	01-45-5305	156 Eagle	43.83
05/23	05/08/2023	36515	LITTLE THOMPSON WATER DIS	657801 4/20/	01-42-5305	537 Main Police	37.90
05/23	05/08/2023	36515	LITTLE THOMPSON WATER DIS	657901 4/20/	01-45-5305	16775 North Creek	100.31
05/23	05/08/2023	36515	LITTLE THOMPSON WATER DIS	658001 4/20/	01-45-5305	441 3rd St (6580)	100.31
05/23	05/08/2023	36515	LITTLE THOMPSON WATER DIS	658101 4/20/	01-45-5305	10 Fairburn	34.49
05/23	05/08/2023	36515	LITTLE THOMPSON WATER DIS	658201 4/20/	01-40-5305	441 3rd St	41.18
Total 36515:							809.81
05/23	05/08/2023	36516	LORELEI NELSON	043023	01-49-5330	Mileage - Training	108.73
05/23	05/08/2023	36516	LORELEI NELSON	043023	01-49-5330	Meals - Training - Reno	178.00
Total 36516:							286.73
05/23	05/08/2023	36517	MAC EQUIPMENT INC	427156	01-45-5216	Parts/Tools	26.98
05/23	05/08/2023	36517	MAC EQUIPMENT INC	427157	01-45-5216	Parts/Tools	41.67
05/23	05/08/2023	36517	MAC EQUIPMENT INC	427378	04-44-5364	Control/Plow - Refund	338.00-
05/23	05/08/2023	36517	MAC EQUIPMENT INC	427380	01-45-5216	Filter	4.62
05/23	05/08/2023	36517	MAC EQUIPMENT INC	427381	01-45-5216	Parts/Tools	11.02
05/23	05/08/2023	36517	MAC EQUIPMENT INC	427570	01-45-5216	Parts/Tools	229.72
05/23	05/08/2023	36517	MAC EQUIPMENT INC	429883	01-45-5215	Parts	25.82
05/23	05/08/2023	36517	MAC EQUIPMENT INC	430063	01-45-5215	Maint	48.59
05/23	05/08/2023	36517	MAC EQUIPMENT INC	430764	01-45-5215	Blade/Edger	110.40
Total 36517:							160.82
05/23	05/08/2023	36518	MAIN STREET MAT COMPANY	166946	01-47-5210	Mat svcs	97.30

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 36518:							97.30
05/23	05/08/2023	36519	MCDONALD FARMS ENTERPRI	0061793-IN	06-47-5231	Vac Tanker - from Lake Thomas	1,004.00
05/23	05/08/2023	36519	MCDONALD FARMS ENTERPRI	0065744-IN	06-47-5231	Vac Tanker - from Lake Thomas	854.00
05/23	05/08/2023	36519	MCDONALD FARMS ENTERPRI	0076073-IN	01-47-5215	Facilities - Maint	2,599.00
05/23	05/08/2023	36519	MCDONALD FARMS ENTERPRI	0076766-IN	06-47-5231	Disposal - Vac	2,371.50
05/23	05/08/2023	36519	MCDONALD FARMS ENTERPRI	0077816-IN	01-47-5215	Facilities - Maint	2,241.50
Total 36519:							9,070.00
05/23	05/08/2023	36520	Minuteman Press	7267	01-42-5210	Business Cards - LP	68.09
05/23	05/08/2023	36520	Minuteman Press	7267	01-40-5202	Business Cards - MS	53.54
Total 36520:							121.63
05/23	05/08/2023	36521	MOUNTAIN TRUCK & EQUIP	14760-34700	04-44-5216	PW13	80.71
Total 36521:							80.71
05/23	05/08/2023	36522	Orion Environmental, Inc	E22078 - 4	09-51-5500	Bean Plant Demo - 1/1 - 4/21/23	60,770.25
05/23	05/08/2023	36522	Orion Environmental, Inc	E22078 - 4	09-02-2005	Bean Plant Demo - 1/1 - 4/21/23 - Retain	3,038.51-
Total 36522:							57,731.74
05/23	05/08/2023	36523	Oz Architecture, Inc	132757	09-40-5410	Muni Facilities MSP - Project 122093.00	10,500.00
Total 36523:							10,500.00
05/23	05/08/2023	36524	Paulette Dolin	023	01-49-5265	Senior Exercise - April	480.00
Total 36524:							480.00
05/23	05/08/2023	36525	PAVEMENT REPAIR AND SUPPL	2023-877	04-44-5250	Perma-Patch Pavement Repair (Pothole	5,490.00
Total 36525:							5,490.00
05/23	05/08/2023	36526	Precision Employment Consulting	043023	01-40-5401	Consulting	6,411.12
05/23	05/08/2023	36526	Precision Employment Consulting	043023	06-40-5401	Consulting	326.75
05/23	05/08/2023	36526	Precision Employment Consulting	043023	20-40-5401	Consulting	258.88
Total 36526:							6,996.75
05/23	05/08/2023	36527	Professional Management System	84777	01-40-5401	Financial Consulting - April	4,992.00
05/23	05/08/2023	36527	Professional Management System	84777	06-40-5401	Financial Consulting - April	624.00
05/23	05/08/2023	36527	Professional Management System	84777	20-40-5401	Financial Consulting - April	624.00
05/23	05/08/2023	36527	Professional Management System	84777	01-40-5401	Audit	3,007.00
05/23	05/08/2023	36527	Professional Management System	84777	06-40-5401	Audit	375.87
05/23	05/08/2023	36527	Professional Management System	84777	20-40-5401	Audit	375.88
Total 36527:							9,998.75
05/23	05/08/2023	36528	RAMEY ENVIRONMENTAL COM	25539	06-47-5396	Raterink - April	735.00
05/23	05/08/2023	36528	RAMEY ENVIRONMENTAL COM	25576	06-47-5390	Wastewater svcs - April	5,195.16
05/23	05/08/2023	36528	RAMEY ENVIRONMENTAL COM	25576	06-47-5215	Equipment	349.44
05/23	05/08/2023	36528	RAMEY ENVIRONMENTAL COM	25576	06-47-5391	Lab Services	209.89

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 36528:							6,489.49
05/23	05/08/2023	36529	Saela Pest Control	79831	01-47-5215	Pest Control - Acct #124644	149.00
05/23	05/08/2023	36529	Saela Pest Control	84787	01-47-5215	Inspection Report- Acct #124644	149.00
Total 36529:							298.00
05/23	05/08/2023	36530	Safety and Construction Supply	9762-IN	04-44-5255	Safety	644.40
Total 36530:							644.40
05/23	05/08/2023	36531	SHERWIN WILLIAMS	7964-1582-6	04-44-5216	Maint	50.34
05/23	05/08/2023	36531	SHERWIN WILLIAMS	7964-1582-6	04-44-5216	Maint	117.48
Total 36531:							167.82
05/23	05/08/2023	36532	Shirley & Lawrence Luchtenburg	042723	01-11-4102	Chicken Permit	25.00
Total 36532:							25.00
05/23	05/08/2023	36533	Sigma Wellness LLC	2234	01-42-5349	Cardiac Screening Program	1,104.00
Total 36533:							1,104.00
05/23	05/08/2023	36534	Sophia Hassman	3523	01-40-5401	Use Tax Audit Consultant	906.25
Total 36534:							906.25
05/23	05/08/2023	36535	SpeakWrite LLC	F32E419B	01-42-5210	Speaker 4/15/23	44.01
Total 36535:							44.01
05/23	05/08/2023	36536	SPGlass LLC	1-20974	01-42-5216	Auto Glass - Unit 1 VIN 32721	557.88
Total 36536:							557.88
05/23	05/08/2023	36537	SPGlass LLC	1-20973	01-42-5216	Auto Glass - Unit 8 VIN 273185	429.00
Total 36537:							429.00
05/23	05/08/2023	36538	STAPLES ADVANTAGE	8070114618	01-40-5200	3536820886 - Supplies	34.79
05/23	05/08/2023	36538	STAPLES ADVANTAGE	8070114618	01-40-5210	3536820886 - Supplies	15.98
05/23	05/08/2023	36538	STAPLES ADVANTAGE	8070114618	01-41-5210	3536820886 - Supplies	48.99
05/23	05/08/2023	36538	STAPLES ADVANTAGE	8070114618	01-40-5210	3536820887 - Supplies	23.31
05/23	05/08/2023	36538	STAPLES ADVANTAGE	8070114618	01-41-5210	3536820887 - Supplies	37.98
05/23	05/08/2023	36538	STAPLES ADVANTAGE	8070114618	01-40-5200	3536820889 - supplies	254.07
05/23	05/08/2023	36538	STAPLES ADVANTAGE	8070114618	01-40-5210	3536820890 - supplies	27.64
05/23	05/08/2023	36538	STAPLES ADVANTAGE	8070114618	01-40-5200	3536820890 - supplies	7.98
05/23	05/08/2023	36538	STAPLES ADVANTAGE	8070114618	01-42-5210	3536820891 - stamp for MM	25.29
05/23	05/08/2023	36538	STAPLES ADVANTAGE	8070114618	01-40-5210	3536820892 - supplies	19.96
05/23	05/08/2023	36538	STAPLES ADVANTAGE	8070114618	01-42-5210	3536820892 - supplies	6.00
Total 36538:							501.99
05/23	05/08/2023	36539	SUNRISE ENVIRONMENTAL SCI	137757	01-45-5210	Sunrise D.O.A	550.99

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
05/23	05/08/2023	36539	SUNRISE ENVIRONMENTAL SCI	137757	04-44-5216	Enhance	184.99
Total 36539:							735.98
05/23	05/08/2023	36540	TDS	0014762 042	01-42-5325	Internet - May	132.45
05/23	05/08/2023	36540	TDS	6545 041923	01-40-5325	Internet	457.30
Total 36540:							589.75
05/23	05/08/2023	36541	THE HARTFORD-GROUP BENE	92470177119	01-40-5066	STD / LTD Insurance	167.08
05/23	05/08/2023	36541	THE HARTFORD-GROUP BENE	92470177119	01-41-5066	STD / LTD Insurance	10.14
05/23	05/08/2023	36541	THE HARTFORD-GROUP BENE	92470177119	01-42-5066	STD / LTD Insurance	361.76
05/23	05/08/2023	36541	THE HARTFORD-GROUP BENE	92470177119	01-43-5066	STD / LTD Insurance	187.72
05/23	05/08/2023	36541	THE HARTFORD-GROUP BENE	92470177119	04-44-5066	STD / LTD Insurance	205.21
05/23	05/08/2023	36541	THE HARTFORD-GROUP BENE	92470177119	01-45-5066	STD / LTD Insurance	171.21
05/23	05/08/2023	36541	THE HARTFORD-GROUP BENE	92470177119	01-47-5066	STD / LTD Insurance	241.99
05/23	05/08/2023	36541	THE HARTFORD-GROUP BENE	92470177119	01-48-5066	STD / LTD Insurance	10.14
05/23	05/08/2023	36541	THE HARTFORD-GROUP BENE	92470177119	01-49-5066	STD / LTD Insurance	150.57
05/23	05/08/2023	36541	THE HARTFORD-GROUP BENE	92470177119	06-40-5066	STD / LTD Insurance	103.27
05/23	05/08/2023	36541	THE HARTFORD-GROUP BENE	92470177119	20-40-5066	STD / LTD Insurance	113.98
Total 36541:							1,723.07
05/23	05/08/2023	36542	TOWN OF MEAD	31.11 - 4.202	01-42-5305	201 Welker Sewer	44.39
05/23	05/08/2023	36542	TOWN OF MEAD	338.01 - 4.20	01-40-5305	Town Hall Sewer	58.60
05/23	05/08/2023	36542	TOWN OF MEAD	453.01 - 4.20	01-42-5305	PD Sewer (535 Main St)	157.95
05/23	05/08/2023	36542	TOWN OF MEAD	478.02 - 4.20	01-40-5305	242 Main St	48.84
05/23	05/08/2023	36542	TOWN OF MEAD	566.02 - 4.20	01-45-5305	Bean Plant Sewer (401 Third St)	48.84
05/23	05/08/2023	36542	TOWN OF MEAD	630.04 - 4.20	01-40-5305	505 3rd St Sewer	44.39
Total 36542:							403.01
05/23	05/08/2023	36543	TRACTOR SUPPLY CREDIT PLA	1350 042023	04-44-5216	Ref #9911403415 - Def & Floor Absorb	141.88
05/23	05/08/2023	36543	TRACTOR SUPPLY CREDIT PLA	1350 042023	04-44-5216	Ref #9911380675 - Light	4.29
05/23	05/08/2023	36543	TRACTOR SUPPLY CREDIT PLA	1350 042023	01-47-5210	Ref #9911718069 - Pressure Washer Tu	47.97
05/23	05/08/2023	36543	TRACTOR SUPPLY CREDIT PLA	1350 042023	01-47-5210	Ref #9911716677 - supplies	59.95
05/23	05/08/2023	36543	TRACTOR SUPPLY CREDIT PLA	1350 042023	01-47-5210	Ref #9911716677 - supplies - refund	10.02-
05/23	05/08/2023	36543	TRACTOR SUPPLY CREDIT PLA	1350 042023	01-47-5215	Ref #9911976160 - Repair	9.49
Total 36543:							253.56
05/23	05/08/2023	36544	TRI TOWN PLUMBING & HEATIN	30084822	01-40-5215	Tankless water heater reset 4/20/23	270.00
05/23	05/08/2023	36544	TRI TOWN PLUMBING & HEATIN	30084827	01-40-5215	Tankless water heater cleaning 4/25/23	570.00
Total 36544:							840.00
05/23	05/08/2023	36545	TRIDENT SECURITY SYSTEMS	29568	01-47-5305	1341 CR 34	105.00
Total 36545:							105.00
05/23	05/08/2023	36546	TRUDI BOAZ	043023	01-40-5330	Mileage reimbursement - Caselle Trainin	49.91
05/23	05/08/2023	36546	TRUDI BOAZ	043023	01-40-5330	Meal reimbursement - Caselle Training	128.00
Total 36546:							177.91
05/23	05/08/2023	36547	UNITED POWER	61303 04202	01-45-5305	17029 CR 5	10.25

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
05/23	05/08/2023	36547	UNITED POWER	88601 04202	04-44-5305	Streetlights	2,765.60
Total 36547:							2,775.85
05/23	05/08/2023	36548	University Auto Parts, Inc	265502	01-40-5216	Admin Ford Escape	41.98
Total 36548:							41.98
05/23	05/08/2023	36549	WhenToWork, Inc	27941673-10	01-49-5260	CE Online Scheduling 6/20/23 - 6/19/24	110.00
Total 36549:							110.00
05/23	05/08/2023	36550	Wickham Tractor Company	IE18337	04-44-5216	Roadside Mower	475.70
05/23	05/08/2023	36550	Wickham Tractor Company	IE18341	04-44-5216	Roadside Mower	81.13
Total 36550:							556.83
05/23	05/08/2023	36551	WORKWELL OCCUPATIONAL M	667001	01-47-5075	Random Testing - 7/11/22	42.50
Total 36551:							42.50
05/23	05/08/2023	50823100	CEBT	0055598	01-02-2310	Health Insurance	44,000.10
05/23	05/08/2023	50823100	CEBT	0055598	06-02-2310	Health Insurance	2,114.46
05/23	05/08/2023	50823100	CEBT	0055598	20-02-2310	Health Insurance	2,605.84
Total 50823100:							48,720.40
05/23	05/08/2023	50823101	Fusion Cloud Company	9675215	01-40-5300	Acct #3834177 - Phone Bill	269.94
Total 50823101:							269.94
05/23	05/08/2023	50823102	Pitney Bowes Global Financial Se	041323	01-01-1302	Postage reserve	600.00
05/23	05/08/2023	50823102	Pitney Bowes Global Financial Se	041823	01-01-1302	Postage reserve	600.00
Total 50823102:							1,200.00
05/23	05/08/2023	50823103	Pitney Bowes Inc	1023011512	01-40-5205	E-Z Seal	58.08
Total 50823103:							58.08
05/23	05/08/2023	50823104	UNITED POWER	92015 04202	01-42-5305	201 Welker	41.96
Total 50823104:							41.96
05/23	05/08/2023	50823105	XCEL ENERGY	825309463	01-47-5305	1341 CR 34	512.38
05/23	05/08/2023	50823105	XCEL ENERGY	825335651	01-42-5305	201 S Welker St	71.39
05/23	05/08/2023	50823105	XCEL ENERGY	825336405	01-40-5305	299 Palmer Ave	113.17
05/23	05/08/2023	50823105	XCEL ENERGY	825411414	01-42-5305	537 4th Street	283.25
Total 50823105:							980.19
Grand Totals:							416,406.80

Summary by General Ledger Account Number

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
01-01-1302	1,200.00	.00	1,200.00
01-02-2000	10.02	110,581.46-	110,571.44-
01-02-2310	44,000.10	.00	44,000.10
01-02-2615	1,376.00	.00	1,376.00
01-11-4102	25.00	.00	25.00
01-13-4625	70.00	.00	70.00
01-40-5066	167.08	.00	167.08
01-40-5200	296.84	.00	296.84
01-40-5202	53.54	.00	53.54
01-40-5205	251.08	.00	251.08
01-40-5210	265.89	.00	265.89
01-40-5215	840.00	.00	840.00
01-40-5216	41.98	.00	41.98
01-40-5300	269.94	.00	269.94
01-40-5305	338.02	.00	338.02
01-40-5315	216.27	.00	216.27
01-40-5325	457.30	.00	457.30
01-40-5330	369.40	.00	369.40
01-40-5331	1,858.91	.00	1,858.91
01-40-5401	19,942.37	.00	19,942.37
01-40-5700	228.10	.00	228.10
01-41-5066	10.14	.00	10.14
01-41-5210	86.97	.00	86.97
01-41-5700	169.75	.00	169.75
01-41-5841	656.29	.00	656.29
01-42-5066	361.76	.00	361.76
01-42-5201	34.98	.00	34.98
01-42-5210	1,287.64	.00	1,287.64
01-42-5216	1,109.87	.00	1,109.87
01-42-5255	1,129.76	.00	1,129.76
01-42-5305	668.71	.00	668.71
01-42-5325	132.45	.00	132.45
01-42-5330	1,670.96	.00	1,670.96
01-42-5331	39.00	.00	39.00
01-42-5349	1,104.00	.00	1,104.00
01-43-5066	187.72	.00	187.72
01-43-5201	990.00	.00	990.00
01-43-5330	126.81	.00	126.81
01-43-5331	145.00	.00	145.00
01-43-5700	139.27	.00	139.27
01-44-5201	990.00	.00	990.00
01-45-5066	171.21	.00	171.21
01-45-5210	857.28	.00	857.28
01-45-5215	184.81	.00	184.81
01-45-5216	314.01	.00	314.01
01-45-5305	604.51	.00	604.51
01-45-5370	623.90	.00	623.90
01-45-5372	272.35	.00	272.35
01-47-5066	241.99	.00	241.99
01-47-5075	417.50	.00	417.50
01-47-5200	44.35	.00	44.35
01-47-5210	3,178.44	10.02-	3,168.42
01-47-5215	5,222.44	.00	5,222.44
01-47-5216	12.00	.00	12.00
01-47-5305	663.07	.00	663.07
01-47-5315	176.42	.00	176.42
01-47-5405	2,337.90	.00	2,337.90

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
01-47-5700	42.43	.00	42.43
01-48-5040	1,500.00	.00	1,500.00
01-48-5066	10.14	.00	10.14
01-49-5066	150.57	.00	150.57
01-49-5201	15.02	.00	15.02
01-49-5260	6,933.78	.00	6,933.78
01-49-5262	1,596.59	.00	1,596.59
01-49-5265	699.47	.00	699.47
01-49-5320	121.52	.00	121.52
01-49-5330	345.68	.00	345.68
01-49-5331	210.88	.00	210.88
01-49-5349	324.30	.00	324.30
04-02-2000	338.00	24,212.14-	23,874.14-
04-44-5066	205.21	.00	205.21
04-44-5203	192.00	.00	192.00
04-44-5216	1,316.67	.00	1,316.67
04-44-5250	5,490.00	.00	5,490.00
04-44-5254	986.17	.00	986.17
04-44-5255	644.40	.00	644.40
04-44-5305	2,765.60	.00	2,765.60
04-44-5310	100.00	.00	100.00
04-44-5330	53.44	.00	53.44
04-44-5360	2,592.00	.00	2,592.00
04-44-5364	.00	338.00-	338.00-
04-44-5369	7.65	.00	7.65
04-44-5405	9,859.00	.00	9,859.00
06-02-2000	.00	204,014.34-	204,014.34-
06-02-2310	2,114.46	.00	2,114.46
06-40-5066	103.27	.00	103.27
06-40-5401	1,326.62	.00	1,326.62
06-40-5405	720.00	.00	720.00
06-47-5215	349.44	.00	349.44
06-47-5231	4,684.50	.00	4,684.50
06-47-5305	75.91	.00	75.91
06-47-5390	5,195.16	.00	5,195.16
06-47-5391	209.89	.00	209.89
06-47-5396	735.00	.00	735.00
06-47-5557	188,500.09	.00	188,500.09
09-02-2000	12,210.31	85,765.94-	73,555.63-
09-02-2005	.00	12,210.31-	12,210.31-
09-40-5410	10,500.00	.00	10,500.00
09-50-5500	1,710.78	.00	1,710.78
09-50-5511	8,092.54	.00	8,092.54
09-51-5500	65,462.62	.00	65,462.62
20-02-2000	.00	3,978.58-	3,978.58-
20-02-2310	2,605.84	.00	2,605.84
20-40-5066	113.98	.00	113.98
20-40-5401	1,258.76	.00	1,258.76
99-01-1075	412.67	.00	412.67
99-02-2000	.00	412.67-	412.67-
Grand Totals:	441,523.46	441,523.46-	.00

GL Account	Debit	Credit	Proof
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Report Criteria:
Report type: GL detail

M = Manual Check, V = Void Check

Report Criteria:

Aging by Date

Aged using Payment Date

Customer Number	Name	Balance	Future	Current	Over 30	Over 60	Over 90	Over 120	Over 150
45	Mead Development Group, Inc.	3,277.50-	-	2,152.00-	-	-	-	130.00-	995.50-
214	Mead Towne Center	5,750.00	-	-	-	-	-	-	5,750.00
239	Gopher Gulch	5,997.00-	-	4,178.00-	-	-	-	-	1,819.00-
256	Prosper Land & Development LLC	4,817.50	-	2,730.00	130.00	1,957.50	-	-	-
263	Eagle Development	1,253.25	-	1,253.25	-	-	-	-	-
270	Highland Development Services Inc	6,453.00	-	5,018.29	4,797.29-	-	-	-	6,232.00
277	Front Range Investment Holdings LLC	2,789.75	-	2,789.75	-	-	-	-	-
280	Benson Farms - MD	2,430.25-	-	-	-	-	-	-	2,430.25-
282	Agfinity, Inc	1,247.35	-	1,247.35	-	-	-	-	-
283	Hylandtown/ Weld County Land Investors	1,242.50	-	65.00	1,047.50	130.00	-	-	-
285	Boulder Scientific Company, LLC	2,649.00-	-	-	-	-	-	650.00-	1,999.00-
287	Eagle Development LRMD	1,855.00-	-	-	-	-	-	-	1,855.00-
290	Forestar Real Estate Group	460.00	-	460.00	-	-	-	-	-
292	BREG Industrial Development	13,253.67	-	661.55	263.61	3,699.51	3,762.27	-	4,866.73
294	QuikTrip Corp	1,795.78	-	1,795.78	-	-	-	-	-
296	Silver Point Development	1,950.31	-	1,950.31	-	-	-	-	-
297	Meadow Ridge Development, Inc	5,595.84-	-	-	-	5,595.84-	-	-	-
298	Century Land Holdings LLC	8,626.00	-	8,626.00	-	-	-	-	-
301	BREG Industrial Devel. c/o Broe Real Es	3,083.54	-	621.66	169.68	2,292.20	-	-	-
318	Mead Investor LLC	1,735.56	-	-	66.66	-	1,098.38	-	570.52
319	Lawson Construction	9,473.05	-	347.44	544.39	856.48	525.20	-	7,199.54
320	Lorson South Land Corp c/o Landhuis C	2,133.99	-	575.20	984.75	574.04	-	-	-
321	Westside Investment Partners	2,160.90	-	2,160.90	-	-	-	-	-
323	Enyo Power Partners, LLC	3,002.50	-	3,002.50	-	-	-	-	-
325	Red Barn Metropolitan District	826.94	-	-	-	-	-	386.33	440.61
326	AMK Properties LLC	8,956.83	3,854.50	5,102.33	-	-	-	-	-
328	Homerun Properties LLC	3,700.39	-	1,783.41	1,916.98	-	-	-	-
329	Club Car Wash Operating LLC	2,109.39	2,109.39	-	-	-	-	-	-
330	TCA Construction	1,177.16	-	169.68	1,007.48	-	-	-	-
331	Mountain Legacy LLC	1,747.81	1,656.91	90.90	-	-	-	-	-
332	Comcast of Colorado IX, LLC	1,750.00	1,750.00	-	-	-	-	-	-
Grand Totals:		69,692.58	9,370.80	34,121.30	1,333.76	3,913.89	5,385.85	393.67-	15,960.65



Agenda Item Summary

MEETING DATE: May 8, 2023
SUBJECT: 1st Quarter 2023 Investment Portfolio
PRESENTED BY: Mary Strutt, Administrative Services Director

SUMMARY

The Town of Mead investment portfolio for the first quarter of 2023 is attached for the Board's review. This investment portfolio does not include funds held in the Town's operating accounts.

All of the Town's investment holdings are being held in Local Government Investment Pools ("LGIPs") in accordance with the Town's Investment Policy. The LGIPs tend to have higher yields and liquidity. Funds may be easily transferred into/out of the LGIPs from the operating accounts. For additional diversification and security the Town does invest in three different LGIPs.

Current yields are 4.46 – 4.91%.

Staff continues to transfer excess funds from the low yield operating account to the investment pools as the interest rates continue to exceed our forecast.

ATTACHMENTS

Investment Portfolio 03/31/2023

Town of Mead Investment Portfolio

Total Funds Invested as of: 03/31/23

Investment Category *	Authorized and Suitable Investments	Rating Moody/S&P	Coupon	Maturity	Average Monthly Yield	Par Value	Purchase Date	Purchase Price - Principal Value	Value	Percentage Per Issuer	Total Percentage of Portfolio
A Maximum % per Issuer: 100% ---- Maximum % of Portfolio: 100%	US Treasuries:										
	Total Treasuries:							\$ -	\$ -	0.00%	0.0%
B Maximum % per Issuer: 35% ---- Maximum % of Portfolio: 75%	US Agencies:										
	Total Agencies:							\$ -	\$ -	0.00%	0.0%
C Maximum % per Issuer: FDIC limit ---- Maximum % of Portfolio: 50%	CD's / Term Bank Deposits:										
	Total Term Bank Deposits:							\$ -	\$ -	0.0%	0.0%
D Maximum % per Issuer: 50% ---- Maximum % of Portfolio: 35%	Money Market Accounts										
	Total Money Markets:							\$ -		0.0% 0.0% 0.0%	0.0%
E Maximum % per Issuer: 50% ---- Maximum % of Portfolio: 100%	Investment Pools										
	COLOTRUST - PLUS+	N/A	N/A	N/A	4.8592%	N/A	N/A	N/A	\$ 12,911,545.72	42.29%	
	COLOTRUST - PRIME	N/A	N/A	N/A	4.4567%	N/A	N/A	N/A	\$ 10,250.34	0.03%	
	CSAFE	N/A	N/A	N/A	4.9100%	N/A	N/A	N/A	\$ 12,413,077.86	40.66%	
	CSIP	N/A	N/A	N/A	4.7700%	N/A	N/A	N/A	\$ 5,194,006.10	17.01%	
	Total Investment Pools:								\$ 30,528,880.02		100.0%
F Maximum % per Issuer: 15% ---- Maximum % of Portfolio: 25%	All Other Allowable Securities:										
	Total Other:							\$ -		0.00%	0.0%

Total Market Value:

\$ 30,528,880.02

* Per Town Investment Policy - Sec. VIII. Investment Parameters



Agenda Item Summary

MEETING DATE: May 8, 2023

SUBJECT: **Resolution No. 33-R-2023** – A Resolution of the Town of Mead, Colorado, Awarding the Bid and Approving a Construction Agreement Between the Town and Burnt Mountain Services, L.L.C. for Concrete Repair and Replacement

PRESENTED BY: Immanuel Windhorst, Pavement Management Program Manager

SUMMARY

The Town of Mead in a joint municipal bidding effort with the Town of Milliken, received bid proposals from seven (7) qualified contractors to provide miscellaneous concrete removal and replacement for both Town's streets and properties. This work consists primarily of removal and replacement of concrete curbs, gutters, sidewalks, drainage pans, inlets, pavement, ADA ramps, temporary asphalt patching and associated traffic and erosion control within Town right-of-way or on Town property.

Proposals for Mead's share of the project costs ranged from \$155,945.55 to \$309,047.50. The apparent low bidder is Burnt Mountain Services LLC., who is qualified to complete the work associated with the Project.

COMPANY	MEAD	MILLIKEN	PROJECT TOTAL
Burnt Mountain Services LLC.	\$155,945.55	\$195,177.70	\$356,449.25
E&M Concrete	\$172,100.00	\$206,848.00	\$378,678.00
Gold Star Concrete, Inc.	\$178,133.00	\$204,334.00	\$382,543.00
Colorado Paving Inc.	\$190,651.40	\$210,564.00	\$403,931.40
Naranjo Civil Constructors, Inc.	\$214,356.40	\$252,871.80	\$467,402.20
CU Onsite Solutions	\$207,674.95	\$232,422.00	\$440,286.95
L&M Enterprises, Inc	\$309,047.50	\$111,476.00	\$420,523.50

Due to circumstances beyond our control the Town of Milliken has withdrawn from the joint bid effort and will not be executing an agreement with the low bidder. Contractually, if the Town reduces the overall dollar amount by 25% of the total cost of the contract, the contractor may submit for a price increase based on a reduction of total bid. Following being advised of Milliken's decision to withdraw from the joint bid effort, Town of Mead staff contacted the three (3) lowest bidders and informed them that Milliken backed out. We anticipated some price increase which is in the table below and amounted to a 10.07% increase.

COMPANY	MEAD	PROJECT TOTAL
Burnt Mountain Services LLC	\$171,652.05 (revised bid) <i>[Note: 10.07% increase]</i>	\$171,652.05
E&M Concrete	\$172,100.00 <i>[No increase in unit pricing]</i>	\$172,100.00
Gold Star Concrete, Inc.	\$178,133.00 <i>[No increase in unit pricing]</i>	\$178,133.00

Following a review of the bids submitted and the applicable review criteria, Town Staff is recommending that the Project be awarded to Burnt Mountain Services LLC.

FINANCIAL CONSIDERATIONS

The approved 2023 budget provided \$240,000 in the Street Improvement Fund for this contract.

04-44-5215 Repairs and Maintenance – Streets

STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the consent agenda for May 8, 2023, will approve this item. If the resolution is removed from the consent agenda for discussion or questions of Town Staff, the suggested motion is:

Suggested Motion:

“I move to adopt Resolution No. 33-R-2023, A Resolution of the Town of Mead, Colorado, Awarding the Bid and Approving a Construction Agreement Between the Town and Burnt Mountain Services LLC. for Concrete Repair and Replacement in the not to exceed amount of One Hundred Seventy-One Thousand Six Hundred Fifty-Two and 05/100 Dollars (\$171,652.05).”

ATTACHMENTS

Resolution No. 33-R-2023
Construction Agreement (Exhibit 1 to Resolution)
Bid Proposal w/Scope (EXHIBIT A to Construction Agreement)

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 33- R-2023**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, AWARDING THE
BID AND APPROVING A CONSTRUCTION AGREEMENT BETWEEN THE
TOWN AND BURNT MOUNTAIN SERVICES LLC. FOR CONCRETE REPAIR
AND REPLACEMENT**

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 requires the removal, repair, and replacement of miscellaneous sections of concrete on Town streets and properties (“Project”); and

WHEREAS, the Town issued an Invitation to Bid, IFB No. 2023-001 (“IFB”) for the Project on or about March 29, 2023 and received seven (7) responsive bids by the deadline set forth in the IFB; and

WHEREAS, Town staff has reviewed the bids and recommends awarding a construction contract for the Project to BURNT MOUNTAIN SERVICES LLC., a Colorado limited liability company (“Contractor”), which is the apparent low bidder; and

WHEREAS, the Board of Trustees desires to approve a construction agreement with Contractor for the Project in an amount not to exceed **One Hundred Seventy-One Thousand Six Hundred Fifty-Two and 05/100 Dollars (\$171,652.05)** in substantially the form attached to this Resolution as **Exhibit 1** (the “Agreement”); and

WHEREAS, the Board of Trustees further desires to delegate authority to the Mayor to execute the Agreement on behalf of the Town of Mead 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 Board of Trustees hereby: (a) approves the Agreement in substantially the same form as is attached hereto as **Exhibit 1** and incorporated herein; (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 2. Effective Date. This resolution shall become effective immediately upon adoption.

Section 3. 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 8TH DAY OF MAY, 2023.

ATTEST:

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

TOWN OF MEAD:

By: _____
Colleen G. Whitlow, Mayor

Attachments to Resolution:

Exhibit 1 – Construction Agreement

SECTION 00501
TOWN OF MEAD, COLORADO
CONSTRUCTION AGREEMENT
Project Number: IFB 2023-001, Concrete Repair and Replacement (“Project”)

This CONSTRUCTION AGREEMENT (“Agreement”) is made and entered into by and between the **TOWN OF MEAD**, a municipal corporation of the State of Colorado, with offices at 441 Third Street, Mead, Colorado 80542 (the “**Town**” or “**Owner**”), and **BURNT MOUNTAIN SERVICES LLC.**, a Colorado limited liability company, whose principal office address is 2517 1st Ave, Greeley, CO 80631 (the “**Contractor**”).

RECITALS

WHEREAS, the Town desires to obtain all necessary components to complete the scope of work for the Project; and

WHEREAS, the Town received bids or proposals for the Project, including one from the Contractor (“Bid Proposal”); and

WHEREAS, the Town has reviewed the Bid Proposal from the Contractor for the completion of the Project, and the Town finds said Bid Proposal acceptable; and

WHEREAS, the Town desires to contract with the Contractor subject to the terms of this Agreement and all other Contract Documents.

NOW, THEREFORE, for the consideration herein expressed, it is agreed as follows by and between the Town and the Contractor that the Contractor shall perform the following:

THE PARTIES AGREE AS FOLLOWS:

1.00 SCOPE OF WORK: The Contractor will furnish all tools, equipment, machinery, materials, supplies, superintendence, insurance, transportation, other construction accessories, and services specified or required to be incorporated in and form a permanent part of the construction and completion of the work proposed to be done under this Agreement (“Work” or “Scope of Work”). In addition, the Contractor shall provide and perform all necessary labor in a first-class and workmanlike manner and in accordance with the conditions and prices stated in the Bid Proposal and the requirements, stipulations, provisions, and conditions of the Contract Documents. The Contractor shall further perform, execute, construct, and complete all things mentioned to be done by the Contractor and all work covered by the Owner’s official award of this contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor’s bid, or part thereof.

2.00 THE CONTRACT DOCUMENTS: This Agreement incorporates all the Contract Documents, which together represent the entire and integrated agreement between the parties hereto and supersede prior negotiations, written or oral representations, and agreements. The Contract Documents consist of this Construction Agreement, which Agreement also incorporates by this reference all of the instruments set forth in the Contract Documents as fully as if they were set forth in this Agreement in full. The Contract Documents consist of, without limitation, the following documents:

Mead Construction Agreement (Burnt Mountain Services LLC.)
Project No. IFB 2023-001, Concrete Repair and Replacement

Page **1** of **13**
Eff. 4/24/20

1. Invitation for Bid or Request for Proposals and Instructions to Bidders
 2. Contractor's Bid Form (with Unit Pricing as indicated, and revised Unit Pricing), which is **Exhibit A** to this Agreement
 3. This Construction Agreement and any addendums, exhibits or attachments to this Agreement
 4. Performance, Payment and Warranty Bond
 5. Bid Proposal
 6. Notice of Award
 7. Notice to Proceed

 8. Bid Bond (Minimum 10% equivalent of the Bid Proposal price or as otherwise set forth in the Bid Bond form provided as part of the Bid Pack)
 9. General Conditions
 10. The following documents if the box is checked:
 - ☒ Special Provisions
 - ☒ Design Documents, including all Drawings and Plans
 - ☒ Project Specifications
 - ☒ Addendums to Specifications and Standards
 - ☒ The following manual of construction design standards and specifications:
 - Town of Mead "Design Standards and Construction Specifications"
 - Colorado Department of Transportation "Standard Specifications for Road and Bridge Construction"
- ☐ Change Orders, Field Orders or other similar revisions properly authorized after the execution of this Agreement
- ☐ Others:
-

3.00 TIME AND COMMENCEMENT OF COMPLETION; RENEWAL OPTION: This Agreement shall commence as of the date the Agreement is fully executed by both parties and shall continue through December 31, 2023, or until the Scope of Work is completed. Consistent with the IFB, the Town reserves the right to enter into additional construction agreements for work to be performed in each of calendar year 2024, 2025, 2026 and 2027 (each, an "Extension Agreement"). Any Extension Agreement shall be subject to substantially the same terms and conditions contained herein and at the renewal prices indicated in Section 5.00(c) of this Agreement below. Exercise of any renewal option shall be at the Town's sole discretion and shall be conditioned, at a minimum, on the Contractor's satisfactory performance of the terms and conditions of this Agreement, the appropriation of funds by the Town for any Extension Agreement, and approval by the Town's Board of Trustees (if necessary). The Town, if it desires to exercise its renewal option for 2024, 2025, 2026 or 2027, will provide written notice to the Contractor no later than sixty (60) days prior to the date on which the Town desires to obtain final proposed pricing for the Extension Agreement.

4.00 LIQUIDATED DAMAGES: All time limits stated in this Agreement and the Contract Documents are of the essence of the Agreement. The Town and Contractor recognize the completion of the work as shown in the contractual time frame, or as extended, is important to the ongoing operations of the Town and its citizens. They also recognize that delays include expenses to the Town for extended manpower commitments, outside consultant commitments, and potentially other legal fees to extend the project beyond the expected time period.

☒ If this box is checked, in lieu of requiring any such proof and backup for such expenses, Contractor agrees that liquidated damages (not penalties) may be assessed by the Owner in the sum of **\$1,500.00 per day** for each day after the contract time frame expires.

☐ If this box is checked, in addition to or in lieu of the daily damages (if checked above), Contractor agrees that lump sum liquidated damages (not penalties) may be assessed by the Town in a lump sum payment of \$_____.00 if the work is not completed by _____, 20__.

5.00 CONTRACT SUM AND PAYMENT: The Owner shall pay to the Contractor for performance of the Work encompassed by this Agreement, and the Contractor will accept as full compensation therefore the sum of **ONE HUNDRED SEVENTY-ONE THOUSAND SIX HUNDRED FIFTY-TWO AND 05/100 DOLLARS (\$171,652.05)** subject to adjustment as provided by the Contract Documents ("Contract Price"). The Town has appropriated sufficient funds for completion of this Work.

- a. Monthly, partial, progress payments shall be made by the Town to the Contractor for the percentage of the Work completed, subject to inspection by Town staff to verify percentage of completion. The Town alone shall determine when work has been completed and progress payments shall not constitute a waiver of the right of the Town to require the fulfillment of all terms of this Agreement and the delivery of all improvements embraced in this Agreement in a complete and satisfactory manner to the Town in all details. The Town, before making any payment, may require the Contractor to furnish releases or receipts from any or all persons performing work under this Agreement and/or supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect the Town's interest. The Town, however, may in its discretion make payment in part or full to the Contractor without requiring the furnishing of such releases or receipts.
- b. By the 30th day of each month, Contractor shall submit to the Town for review and approval, an application for payment fully completed and signed by Contractor covering the work completed through the last day of the prior month and accompanied by such supporting documentation as is required by these Contract Documents, including without limitation, time sheets, invoices, receipts, bills of lading, and all other documents the Town may require. Materials on hand but not complete in place may or may not be included for payment at the discretion of the Town. Each subsequent application for payment shall include an affidavit of Contractor providing that all previous progress payments received on account of the work have been applied to discharge in full all of Contractor's obligations reflected in prior applications for payment. Notwithstanding the progress payments, it is the intent and purpose of the Town to withhold at least five percent (5%) of payments to Contractor for any contract exceeding One Hundred Fifty Thousand Dollars (\$150,000.00) in accordance with Article 91, Title 24, C.R.S.
- c. Extension Agreement pricing: The Contractor may propose price increases to be applicable for any Extension Agreement term by written notice to the Town. Price increases are to be on a pass-through basis only and must not produce a higher profit margin for Contractor than that established by this Agreement. Requests must include supporting documentation such as price increases at the manufacturer's level and/or other documentation of cost increases. Consideration of price increases will be at the sole discretion of the Town. If a

price increase is approved in part or in full, the resulting new pricing will be implemented through approval of an Extension Agreement. The Town may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the Contractor's written justification in the amount not to exceed the increase in the Colorado Construction Cost (CCI) Index, Colorado area, published by the Colorado Department of Transportation during the proceeding one year term. Nothing in this Agreement shall obligate the Town to approve any Extension Agreement. Exercise of any renewal option shall be at the Town's sole discretion, consistent with Section 3.00 above.

6.00 ACCEPTANCE AND FINAL PAYMENT: Final payment may be requested by the Contractor upon completion and acceptance, by the Town, of all work as set forth in the Contract Documents. The total amount of final payment shall consist of the Contract Price, as adjusted in accordance with approved change orders, if applicable, less all previous payments to the Contractor. If the contract price exceeds one hundred fifty thousand dollars (\$150,000), the Town may make the final payment to the Contractor only after the Town has published notice of such final payment in accordance with C.R.S. § 24-91-103.

7.00 ADDITIONAL WORK: Should work beyond that described in the Contract Documents be required, it will be paid for as extra work at a cost to be agreed upon in separate written agreement by the Town and the Contractor prior to commencement of the additional work. Such additional agreements shall be executed and approved by all persons required by Town purchasing ordinances or policies. Unless specifically excluded, such written agreements shall be considered part of the Contract Documents.

8.00 CONTRACTOR'S REPRESENTATIONS: In order to induce the Town to enter into this Agreement, the Contractor makes the following representations:

- a. The Contractor has familiarized itself with the nature and the extent of the Contract Documents, Scope of Work, the locality, all physical characteristics of the area of the work within the Scope of Work, including without limitation, improvements, soil conditions, drainage, topography, and all other features of the terrain, and with the local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the work, or apply in any manner whatsoever to the work.
- b. Contractor has carefully considered all physical conditions at the site and existing facilities affecting cost, progress, or performance of the work.
- c. Contractor has given the Town written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and such documents are acceptable to the Contractor.
- d. Contractor shall not extend the credit or faith of the Owner to any other persons or organizations.

9.00 INSURANCE: Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all obligations assumed by the Contractor pursuant to this Agreement. Contractor shall not commence work under this Agreement until it has obtained all said insurance required by the Contract Documents and such insurance has been approved by the Town. The

Contractor shall not allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been obtained and approved. For the duration of this Agreement, the Contractor must continuously maintain the insurance coverage required in this section, with the minimum insurance coverage listed below:

- a. Worker's Compensation in accordance with the Worker's Compensation Act of the State of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract.
- b. Comprehensive General liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000) per each occurrence, AND TWO MILLION DOLLARS (\$2,000,000) aggregate, plus an additional amount sufficient to pay related attorneys' fees and defense costs. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.
- c. Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) per each occurrence, plus an additional amount sufficient to pay related attorneys' fees and defense costs, with respect to each of the Contractor's owned, hired or non owned vehicles assigned to or used in performance of this contract.
- d. Builder's Risk insurance with minimum limits of not less than the insurable value of the work to be performed under this contract at completion less the value of the materials and equipment insured under installation floater insurance. The policy shall be written in completed value form and shall protect the Contractor and the Town against risks of damage to buildings, structures, and materials and equipment not otherwise covered under Installation Floater insurance, from the perils of fire and lightning, the perils included in the standard coverage endorsement, and the perils of vandalism and malicious mischief. Equipment such as pumps, engine-generators, compressors, motors, switch-gear, transformers, panel-boards, control equipment, and other similar equipment shall be insured under Installation Floater insurance when the aggregate value of the equipment exceeds \$10,000. The policy shall provide for losses to be payable to the Contractor and the Town as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the Contractor or the Town.
- e. ☐ If this box is checked, Professional Liability/Errors and Omission in an amount not less than _____ MILLION DOLLARS (\$____,000,000).

Certificates of insurance shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. The policies required above shall be endorsed to include the Town and the Town's officers and employees as additional insureds. Every policy required above shall be primary insurance and any insurance carried by the Town, its officers, or its employees, or carried by or provided through any self-insurance pool of the Town, shall be excess and not contributory insurance to

that provided by the Contractor. Contractor shall be solely responsible for paying any and all deductibles.

Each certificate of insurance shall identify this Agreement or the project set forth in the Scope of Work and shall provide that the coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate of insurance addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

10.00 BONDS: Contractor shall furnish a performance bond, payment bond, and warranty bond in an amount determined by the Town, but in any event at least equal to the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents, including but not limited to the guaranty period. These bonds shall remain in effect at least until one year after the date of final payment. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State of Colorado and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570, amended, by the Audit Staff, Bureau of Account, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in Colorado is terminated, or it ceases to meet the requirements of clauses (i) and (ii) of this section, Contractor shall, within five (5) days thereafter, substitute another bond and surety, both of which shall be acceptable to the Town.

11.00 NO WAIVER OF GOVERNMENTAL IMMUNITY: The parties hereto understand and agree that the parties are relying on, and do not waive or intend to waive by any provision of this Agreement or the remainder of the Contract Documents, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the parties, their officers, agents or their employees.

12.00 INDEMNIFICATION: The Contractor agrees, to the fullest extent permitted by law, to indemnify, defend and hold the Town, its agencies, employees, officials and agents ("Indemnitees") harmless from any and all claims, settlements, judgments, damages and costs, including reasonable attorney fees, of every kind and nature made, to include all costs associated with the investigation and defense of any claim, rendered or incurred by or on behalf of the Indemnitees, that may arise, occur, or grow out of any errors, omissions, or negligent acts, done by the Contractor, its employees, subcontractors or any independent consultants working under the direction of either the Contractor or any subcontractor in the performance of this Contract; provided, however, that Contractor's obligations and liability hereunder shall not exceed the amount represented by the degree or percentage of negligence or fault attributable to the Contractor or any officer, employee, representative, agent, subcontractor, or other person acting under Contractor's direction or control, as determined pursuant to C.R.S. § 13-50.5-102(8)(c).

13.00 TERMINATION FOR CONVENIENCE: This Agreement and the performance of the Scope of Work hereunder may be terminated at any time in whole, or from time to time in part, by the Town for its convenience. Any such termination shall be effected by delivery to the Contractor of a written notice ("**Notice of Termination**") specifying the extent to which performance of the Scope of Work is terminated and the date upon which termination becomes effective. If the Agreement is terminated, the Contractor shall be paid on a pro-rated basis of work status satisfactorily completed, under the detailed Scope of Work. The portion of the Scope of Work satisfactorily completed but not yet accepted by the Town shall be determined by the Town.

14.00 EVENTS OF AND TERMINATION FOR DEFAULT:

- (1) The Town may serve written notice upon the Contractor of its intention to terminate this Agreement in the presence of one of the following events of default:
 - a. Contractor fails to initiate the Scope of Work at the agreed upon time;
 - b. The Contractor unnecessarily or unreasonably delays the performance of the Scope of Work;
 - c. The Contractor does not complete the Scope of Work within the time specified or within the time to which completion of the Scope of Work has been extended;
 - d. Contractor fails to make prompt payments for labor, materials or to subcontractors;
 - e. Contractor willfully violates this Agreement or disregards laws, ordinances or instructions of the Town;
 - f. Contractor abandons performance of the Scope of Work;
 - g. The Contractor assigns, transfers or sublets this Agreement or any part thereof without Town approval;
 - h. Contractor becomes insolvent or adjudged bankrupt; or
 - i. Contractor refuses to remove materials or perform any work within the Scope of Work that has been rejected as defective or unsuitable.
- (2) Such written notice shall contain the reasons for the intention to terminate this Agreement and provide a five (5) business day period during which the Contractor may cure the event of default. A failure to timely cure the event of default shall authorize the Town to immediately terminate this Agreement and take whatever steps it deems necessary to complete the Scope of Work, if so desired by the Town in its sole discretion. The costs and charges incurred by the Town, together with the costs of completion of the Scope of Work shall be deducted from any monies owed to Contractor. If the expense incurred by the Town is greater than the sums payable under this Agreement, the Contractor shall pay the Town, within sixty (60) days of demand therefor the amount of such excess cost suffered by the Town.

15.00 LIABILITY FOR EMPLOYMENT-RELATED RIGHTS AND COMPENSATION:

The Contractor will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Contractor's employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. Accordingly, the Town shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits or any other amenities of employment to any of the Contractor's employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

The Town will not include the Contractor as an insured under any policy the Town has for itself. The Town shall not be obligated to secure nor provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor's employees, sub-consultants, subcontractors, agents, or representatives, including but not limited to coverage or benefits related to: local, state, or federal income

or other tax contributions, FICA, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension or retirement account contributions, profit sharing, professional liability insurance, or errors and omissions insurance. The following disclosure is provided in accordance with Colorado law:

CONTRACTOR ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONTRACTOR OR SOME ENTITY OTHER THAN THE TOWN PROVIDES SUCH BENEFITS. CONTRACTOR FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. CONTRACTOR ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.

To the maximum extent permitted by law, the Contractor waives all claims against the Town for any Employee Benefits; the Contractor will defend the Town from any claim and will indemnify the Town against any liability for any Employee Benefits for the Contractor imposed on the Town; and the Contractor will reimburse the Town for any award, judgment, or fine against the Town based on the position the Contractor was ever the Town's employee, and all attorneys' fees and costs the Town reasonably incurs defending itself against any such liability.

16.00 GOVERNING LAW AND VENUE: Venue for any and all legal matters regarding or arising out of the transactions covered herein shall be solely in the District Court in and for Weld County, State of Colorado. This transaction shall be governed by the laws of the State of Colorado.

17.00 ASSIGNMENT: The Contractor shall not assign any of his rights or obligations under this Agreement without the prior written consent of the Town. Upon any assignment, even though consented to by the Owner, the Contractor shall remain liable for the performance of the work under this agreement.

18.00 LAWFUL PERFORMANCE: It is further agreed that no party to this Agreement will perform contrary to any state, federal, or county law, or any of the ordinances of the Town of Mead, Colorado.

19.00 INVALID SECTIONS: Should any section of this Agreement be found to be invalid, it is agreed that all other sections shall remain in full force and effect as though severable from the invalid part.

20.00 NOTICE: Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by delivery of same in person to the addressee or by courier delivery via Federal Express or other nationally recognized overnight air courier service, by electronically-confirmed facsimile or email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

The Town:	Town of Mead
	Attn: Town Manager
	441 Third Street,
	Mead, CO 80542
	Email: hmigchelbrink@townofmead.org

With a copy to: Michow Cox & McAskin, LLP
Attn: Mead Town Attorney
6530 S. Yosemite Street, Suite 200
Greenwood Village, CO 80111
Email: marcus@mcm-legal.com

Contractor: Burnt Mountain Services LLC.
2517 1st Avenue
Greeley, CO 80631

With a copy to: Burnt Mountain Services LLC.
PO BOX 55
Lucerne, CO 80646
Email: hansen@bm.services
lucero@bm.services

21.00 SURVIVAL: The parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

22.00 ATTORNEY'S FEES: If the Contractor breaches this Agreement, then it shall pay the Town's reasonable costs and attorney's fees incurred in the enforcement of the terms, conditions, and obligations of this Agreement.

23.00 INTEGRATION AND AMENDMENT: This Agreement constitutes the entire agreement between the parties, superseding all prior oral or written communications. This Agreement may only be modified or amended upon written agreement signed by the parties.

24.00 RIGHTS AND REMEDIES: Any rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted.

25.00 BINDING EFFECT: The parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this section shall not authorize assignment.

26.00 NO THIRD-PARTY BENEFICIARIES: Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or subcontractor of Contractor. Absolutely no third-party beneficiaries are intended by this Agreement. Any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

27.00 CONFLICT BETWEEN DOCUMENTS: In the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement, the terms in this Agreement shall

supersede the terms in such exhibit. In the event of a conflict between any of the Contract Documents, the following order of precedence shall apply: (1) change orders, (2) this Agreement, as may be amended, (3) special provisions, (4) general conditions, (5) design standards and specifications, including any addenda, (6) design documents, and (7) any other Contract Documents, with the more specific or stricter provision controlling.

28.00 FORCE MAJEURE: Neither the Contractor nor the Town shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by “force majeure.” As used in this Agreement, “force majeure” means acts of God, acts of the public enemy, acts of terrorism, unusually severe weather, fires, floods, epidemics, pandemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

29.00 PROTECTION OF PERSONAL IDENTIFYING INFORMATION: In the event the Work includes or requires the Town to disclose to Contractor any personal identifying information as defined in C.R.S. § 24-73-101, Contractor shall comply with the applicable requirements of C.R.S. §§ 24-73-101, et seq., relating to third-party service providers.

30.00 AUTHORITY: The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the Town of Mead and the Contractor and bind their respective entities.

31.00 COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

SIGNATURE PAGES FOLLOW

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

OWNER:

TOWN OF MEAD, a Colorado municipal corporation

ATTEST:

By: _____
Mary Strutt, Town Clerk, MMC

By: _____
Colleen G. Whitlow, Mayor

Date: _____, 2023

[Contractor signature page follows].

[Contractor signature page to Construction Agreement].

CONTRACTOR:

BURNT MOUNTAIN SERVICES LLC., a
Colorado limited liability company

By: _____

Name: _____

Title: _____

STATE OF COLORADO

COUNTY OF _____

The foregoing Construction Agreement was acknowledged before me this ____ day of _____, 2023,
by _____ as
_____ of BURNT MOUNTAIN SERVICES LLC., a Colorado limited
liability company.

Witness my hand and official seal.

My commission expires: _____.

Notary Public

**(Required for all contracts pursuant to C.R.S. § 8-40-
202(2)(b)(IV))**

[SEAL]

EXHIBIT A
CONTRACTOR'S FORM OF BID

[Attached – 16 pages; including Contractor updated/revised Unit Pricing]

**SECTION 00310
BID FORM**

Project: Town of Mead & Town of Milliken – Concrete Removal and Replacement

Address: Town of Mead
Attn: Immanuel Windhorst, Program Manager
441 Third Street
Mead, CO 80542

- 1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into separate Agreements with The Town of Mead and The Town of Milliken in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices within this Bid and in accordance with the other terms and conditions of the Bidding Documents.
- 1.02 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 1.03 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Bidders Signature</u>	<u>Date Acknowledged</u>
1		4/18/23

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data." Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on

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(1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

- E. Based on the information and observations referred to in Paragraph D above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
 - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

1.04 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

1.05 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Base Bid Proposal

The work will include all necessary labor, supervision, equipment, tools, and materials to complete the work in accordance with the Project Construction Documents and the current Town of Mead Design Standards and Specifications.

Item No.	Description	Unit	Mead Quantity	Milliken Quantity	Total Quantity	Costs	
						Unit Price	Extension
202.01	Remove Concrete (includes sawcutting)	SF	10	0	10	\$8.00	\$ 80.00
203.01	Excavation – General	CY	10	0	10	\$45.00	\$450.00
203.02	Borrow	TON	10	0	10	\$47.00	\$470.00
304.01	Aggregate Base Course	TON	29	0	25	\$46.00	\$1,150.00
403.01	Asphalt Patching - Temporary	TON	28	0	30	\$255.00	\$7,650.00
604.01	Type R Inlet (5') Remove & Replace	EA	1	0	1	\$5,675.00	\$5,675.00
604.02	Type R Inlet (5') – Reconstruct Deck	EA	1	0	1	\$2,950.00	\$2,950.00
604.03	Catch Basin - Remove & Replace	EA	1	0	1	\$4,675.00	\$4,675.00
604.04	Catch Basin - Reconstruct Deck	EA	1	0	1	\$1,850.00	\$1,850.00
604.05	Valley Inlet - Remove and Replace	EA	1	0	1	\$2,875.00	\$2,875.00
604.06	Valley Inlet - Reconstruct Deck	EA	1	0	1	\$1,600.00	\$1,600.00
604.07	Combination Inlet - Remove & Replace	EA	1	0	1	\$4,250.00	\$4,250.00
604.08	Combination Inlet - Reconstruct Deck	EA	1	0	1	\$1,600.00	\$1,600.00
604.09	Sidewalk Chase - Remove & Replace	EA	1	0	1	\$2,575.00	\$2,575.00
608.01	Apron 8" - Remove & Replace	SF	20	0	20	\$13.50	\$270.00
608.02	Crosspan 8" - Remove & Replace	SF	2406	0	2406	\$13.25	\$31,879.50
608.03	Valley Pan 6" – Remove & Replace	SF	2868	0	2868	\$11.25	\$32,265.00
608.04	Mountable Curb, Gutter and 6" Sidewalk (6' wide) - Remove & Replace	LF	5	1930	1935	\$80.50	\$ 155,767.50
608.05	Mountable Curb and Gutter, No Sidewalk - Remove & Replace	LF	5	0	5	\$35.00	\$ 175.00
608.06	Mountable Curb, Gutter and 6" Sidewalk	LF	5	0	5	\$75.00	\$375.00
608.07	Vertical Curb, Gutter and 6" Sidewalk - Remove & Replace	LF	40	0	40	\$76.00	\$ 3,040.00
608.08	Vertical Curb and Gutter - No Sidewalk - Remove & Replace	LF	106	0	106	\$34.00	\$ 3,604.00
608.09	Vertical Outfall Curb and Gutter - Remove & Replace	LF	5	0	5	\$32.00	\$ 160.00
608.10	Barrier Curb 12" – Remove & Replace	LF	5	0	5	\$26.00	\$130.00

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608.11	Curb Ramp 6" - Remove & Replace	SF	336	2784	3120	\$11.55	\$36,036.00
608.12	Truncated Dome Panel (Detectable Warning Surface)	SF	20	20	40	\$45.00	\$ 1,800.00
608.13	Flatwork 8" - Remove & Replace	SF	10	0	10	\$13.00	\$ 130.00
608.13	Flatwork 6" - Remove & Replace	SF	2957	0	2957	\$10.25	\$30,309.25
608.14	Flatwork 4" - Remove & Replace	SF	302	0	302	\$9.00	\$2,718.00
608.16	Replace Flatwork - 1" Additional Depth	SF	90	0	90	\$1.00	\$90.00
608.17	Concrete Pavement 8" - Remove & Replace	SF	5	0	5	\$16.00	\$80.00
608.18	Alley/Drive Approach 8" - Remove & Replace	SF	5	0	5	\$15.00	\$ 75.00
608.19	Expansion Material & Caulking	LF	5	0	5	\$6.00	\$30.00
608.20	24-Hour High Early Concrete - Up charge	CY	5	0	5	\$75.00	\$375.00
608.21	Flowfill	CY	5	0	5	\$155.00	\$775.00
630.01	Advance Warning Sequencing Arrow Panel	DAY	4	4	8	\$45.00	\$360.00
630.02	Variable Message Board	DAY	10	10	20	\$115.00	\$2,300.00
630.03	Traffic Control Supervisor	HR	35	35	70	\$62.50	\$4,375.00
630.04	Flagging	HR	20	20	40	\$37.00	\$1,480.00
FA	Force Account	LS	1	1	2	\$2500.00	\$5000.00
TOTAL COST							\$356,449.25

Three Hundred fifty six thousand four hundred forty nine

Dollars, and

twenty five

Cents.

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BIDDER acknowledges that the Owner has the right to delete items in the Bid or change quantities at his sole discretion without affecting the Agreement or prices of any item so long as the deletion or change does not exceed twenty-five percent (25%) of the total Contract Amount.

The undersigned Bidder agrees to furnish any and all required Bonds in the form required by the Town and to enter into a contract within the time specified in the Instructions to Bidders and further agrees to complete all Work covered by the Bid, in accordance with specified requirements, within the time specified in the Agreement. Bidder accepts the provisions of the Agreement as to liquidated damages.

In submitting this Bid it is understood that the right is reserved by Owner to reject any and all bids, and it is understood that this Bid may not be withdrawn during a period of 45 days after the scheduled time for the receipt of bids.

1.06 Construction Schedule

- A. Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

1.07 The following documents are submitted with and made a condition of this Bid:

- ✓ A. Required Bid security;
- ✓ B. List of Project References; Résumé of General Manager & Superintendent
- ✓ C. List of Proposed Suppliers
- ✓ D. List of Proposed Subcontractors
- ✓ E. Evidence of authority to do business in the state Colorado; or a written covenant to obtain such license within the time for acceptance of Bids;

1.08 The Engineer may require the apparent low responsive bid and second low responsive bid General Contractors to submit the following Statement of Qualifications after the bid opening:

- ✓ A. General Information
 - ✓ 1. Please provide official firm name, license, contact person for bidding, title, phone number, e-mail address, and mailing address. Provide a list of current projects under construction in detail, including Owner's name and contact information, Engineer's name and contact information, contract price, percent complete, and brief description of work.
- ✓ B. Project Experience
 - ✓ 1. Provide brief summaries of a minimum of three (3) comparable projects in which your firm served as General Contractor in last three (3) years. Include the following information with each project summary:

- a. Owner and Engineer contact information
- b. References and contact information
- c. Project contract price and final construction cost
- d. Construction dates

✓ C. Experience of key personnel to be assigned to this project.

1. For each key person identified, list at least two comparable projects in which they have played a primary role. For other projects provide:

- a. Description of project
- b. Role of the person
- c. Project's original contracted construction cost and final construction cost
- d. Construction dates
- e. Project Owner
- ✓ f. Reference information (two names with telephone numbers for each project)

✓ D. References

1. Provide name, address, and phone number of the General Contractor's banking reference
2. Provide name, address, and phone number of the General Contractor's insurance agent(s)

SIGNATURE OF BIDDER:

Date: 4-19-2023

If an Individual: _____

Doing business as: _____

If a Partnership: _____

By: _____, partner

If a corporation: Burnt Mountain Services (a LLC Corporation)

By: Christopher Hansen 

(SEAL & TITLE Corey Lucero Corey Lucero ATTEST)

ADDRESS: 116 Racquette Drive

Fort Collins, CO 80524

TELEPHONE: (970)672-8280

EMAIL: Hansen@bm.services

END OF SECTION

Town of Mead & Town of Milliken
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**SECTION 00410
BID BOND**

Project: Town of Mead & Town of Milliken – Concrete Removal and Replacement
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KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Burnt Mountain Services LLC. hereinafter called the "Principal", is submitting a proposal hereinafter the "Proposal" for the above-described project, to the Town of Mead & The Town of Milliken, Colorado a municipal corporation hereinafter called "Obligee".

WHEREAS, the Advertisement for Bids has required as a condition of receiving the Proposals that the Principal submit with the Proposal GUARANTY in an amount not less than ten per cent (10%) of the Proposal, which sum it is specifically agreed is to be forfeited as Liquidated Damages in the event that the Principal defaults in his obligation as hereinafter specified, and, in response to such Requirement, this Bid Bond is made, executed and delivered.

NOW THEREFORE, the Principal and [insert name of Surety] RLI Insurance Company a corporation of the State of Illinois, duly authorized to transact business in Colorado, as Surety, are held firmly bound unto the Obligee, in the sum of ten per cent (10%) of the Principal's total bid price, lawful money of the United States for the payment of which sum, will and truly to be made to the Obligee, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

FURTHER THAT, a condition of the obligation that the Principal shall maintain his Proposal in full force and effect for sixty (60) days after the opening of the proposals for the project, or, if the Principal's Proposal is accepted, the Principal shall, within the prescribed time, execute the required Agreement, furnish the required Performance Bond, Labor and Material Payment Bond, Insurance Policy, and Certificates of Insurance, then this obligation shall be null and void, otherwise it shall remain in full force and effect, and subject to forfeiture upon demand as Liquidated Damages.

IN WITNESS WHEREOF said Principal and Surety have executed this Bond, this 19th day of April, 2023.

THE PRINCIPAL

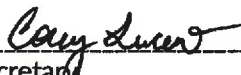
(Corporate Seal)

Burnt Mountain Services LLC.

2517 1st Ave., Greeley CO 80631

Address

ATTEST:


Secretary

BY  EVF

SIGNATURES

If the "Principal" is doing business as a Corporation, the Bid Bond shall be signed by an officer, i.e., President, or Vice President. The signature of the officer shall be attested to by the Secretary and property sealed.

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If the "Principal" is an individual or a partnership, the Bid Bond shall so indicate and be properly signed.

(Corporate Seal)

THE SURETY



Secretary

By 

RLI Insurance Company
Thomas W. Patton Attorney-in-Fact

THIS BOND MUST BE ACCOMPANIED BY POWER OF ATTORNEY, EFFECTIVELY DATED. FAILURE TO PROVIDE A PROPERLY EXECUTED BID BOND WITH A PROPERLY EXECUTED POWER OF ATTORNEY WILL RESULT IN THE BIDDER'S PROPOSAL BEING DEEMED NON-RESPONSIVE.

END OF SECTION

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Thomas W. Patton

in the City of Centennial, State of Colorado its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 8th day of June, 2020.



RLI Insurance Company
Contractors Bonding and Insurance Company

By: Barton W. Davis

Barton W. Davis

Vice President

State of Illinois
County of Peoria

} SS

CERTIFICATE

On this 8th day of June, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** this 19th day of April, 2023.

By: Catherine D. Glover
Catherine D. Glover

Notary Public



RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D. Dick
Jeffrey D. Dick

Corporate Secretary

05/19/23 10:20:12

A0058D19



Burnt Mountain Services, LLC

**116 Racquette Dr
Fort Collins, CO 80524**

**Mailing Address:
PO Box 55
Lucerne CO 80646**

Office: 970-672-8280

Project References

- 1. City of Fort Collins – Utilities Miscellaneous Concrete**
 - a. Angel Anderson, CFC Project Manager (970) 988-5638**
- 2. DCP Midstream – Project California**
 - a. Michael Smith (970)324-4327**
- 3. DCP Midstream – Project Disconnects**
 - a. Gordon Alexander (970)302-7144**

Suppliers

- 1. Loveland Ready Mix Concrete – Steve Patton (970)776-4511**
- 2. Whitecap Construction Supply – Donald Widick (970)566-4128**

Subcontractors

- Flaggers Inc – Andy Willems (970)881-5975**

“SAFETY, QUALITY, PROFESSIONALISM”

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,

Burnt Mountain Services LLC.

is a

Limited Liability Company

formed or registered on 01/30/2020 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 20201100164 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/13/2023 that have been posted, and by documents delivered to this office electronically through 04/14/2023 @ 12:35:10 .

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 04/14/2023 @ 12:35:10 in accordance with applicable law. This certificate is assigned Confirmation Number 14876136 .



A handwritten signature in blue ink that reads "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."

Chris Hansen Construction Management



CAREER SUMMARY

Executive Vice President with over 30 years of all types of residential, commercial, and municipal construction. Experience in managing, estimating, constructing, and inspecting multimillion dollar projects for builders, developers and government entities. Contract negotiations from the government and contractor positions.

PROFESSIONAL STRENGTHS

- Construction Experience – Specification and plan interpretation and implementation. New and retrofit water, sewer, and storm water main line installation. 15+ years of ADA concrete inspection and installation.
- Scheduling of crew sizes from 2-50 persons with common goals and deadlines to meet. Ability to work in an ever-changing environment, changing directions due to community needs, solid team leadership and the ability to effectually work with others on a team basis.
- Experience – Microsoft suite, multi-million dollar budget tracking. Project Management, Estimating, Contract Negotiation as owner and contractor.
-

RELEVANT EXPERIENCE

- City of Fort Collins: Concrete Maintenance Project Phase 1 (\$1,500,000)
- City of Fort Collins: Concrete Maintenance Project Phase 2 (\$1,100,000)
- City of Fort Collins: Concrete Maintenance Project Phase 3 (\$1,900,000)
- City of Fort Collins: Miscellaneous Concrete Contract (\$700,000)
- Town of Wellington: Concrete Maintenance and ADA upgrades (\$300,000)
- Town of Mead: Concrete Maintenance and ADA upgrades (\$500,000)
- City of Loveland: Target Area 3 Concrete Maintenance (\$900,000)
- City of Loveland: Target Area 2 Concrete Maintenance (\$500,000)
- City of Fort Collins: CIPO Drainage Improvement Project
- Neenan Company: Elevations Bank exterior concrete and ADA compliance (\$200,000)

SKILLS

- Construction Best Management Practices
- Project estimating, scheduling, management
- Personnel management and scheduling
- ADA compliance
- Site Safety / OSHA Compliance
- Underground wet utility installation and testing
- Operator – all types of industry applied heavy equipment – excavator, loader, dozer, backhoe, compactors, motor grader, scraper, skid steer

CERTIFICATIONS / TRAINING

- OSHA 10 hour
- OSHA 30 hour
- Trench Safety
- Dale Carnegie – Leadership Training for Managers
- Supervisor Training -Reasonable Suspicion Testing Detecting Alcohol & Controlled Substance Misuse

REFERENCES

- Mike Knox – Project Manager, City of Fort Collins - (720)935-3994
- Tom Knostman – Engineer, City of Fort Collins – (970)221-6576
- Rob Mosby – Asset Manager, City of Fort Collins – (970)221-6659

COREY LUCERO

3542 Preakness Way Wellington, CO80549 ♦ 9705662683 ♦ lucero@bm.services

PROFESSIONAL SUMMARY

Foreman with 30 years of experience completing concrete projects. Collaborates with team members to complete projects quickly and precisely. To obtain a position that utilizes my knowledge and experience.

SKILLS

- Customer service
- Trouble shooting
- Judgement and decision making
- Blueprint reading
- Bobcat and mini-excavator operator
- All around concrete knowledge
- Well organized
- Computer knowledge
- Schedule Coordination
- Effective Planning
- Crew Leadership

WORK HISTORY

Lead Concrete Foreman , 06/2013 - 02/2023

Lightfield Enterprises – Fort Collins, CO

- Organized and managed crews
- Performed physical labor for heavy equipment operation including excavation and demolition.
- Managed and helped skilled workers with construction projects in all phases of concrete work.
- Experience with municipal city work
- Knowledge of ADA/PROWAG with City sidewalks and Pedestrian ramps along with City Bus stops
- Met with city inspectors for job specifications.
- Read blueprints.
- Evaluated and updated safety protocols to reduce risks on construction sites.
- Prepared and submitted reports on job progress and safety conditions to upper management.
- Met with engineers to plan layouts and timeframes for jobs.
- Identified issues, analyzed information, and provided solutions to problems.
- Used strong analytical and problem-solving skills to develop effective solutions for challenging situations.

EDUCATION

05/1993

Poudre High School - Fort Collins, CO

Item No.	Description	Unit	Mead Only Quantity	Milliken Quantities	Revised Price	Burnt Mountain Services			Percent increase
						Unit Price	Total Cost	Revised Total Cost	
202.01	Remove Concrete (includes sawcutting)	SF	10		\$8.00	\$ 8.00	\$ 80.00	\$ 80.00	
203.01	Excavation – General	CY	10		\$45.00	\$ 45.00	\$ 450.00	\$ 450.00	
203.02	Borrow	TON	10		\$47.00	\$ 47.00	\$ 470.00	\$ 470.00	
304.01	Aggregate Base Course	TON	29		\$46.00	\$ 46.00	\$ 1,334.00	\$ 1,334.00	
403.01	Asphalt Patching - Temporary	TON	28		\$255.00	\$ 255.00	\$ 7,140.00	\$ 7,140.00	
604.01	Type R Inlet (5') Remove & Replace	EA	1		\$5,675.00	\$ 5,675.00	\$ 5,675.00	\$ 5,675.00	
604.02	Type R Inlet (5') – Reconstruct Deck	EA	1		\$2,950.00	\$ 2,950.00	\$ 2,950.00	\$ 2,950.00	
604.03	Catch Basin - Remove & Replace	EA	1		\$4,675.00	\$ 4,675.00	\$ 4,675.00	\$ 4,675.00	
604.04	Catch Basin - Reconstruct Deck	EA	1		\$1,850.00	\$ 1,850.00	\$ 1,850.00	\$ 1,850.00	
604.05	Valley Inlet - Remove and Replace	EA	1		\$2,875.00	\$ 2,875.00	\$ 2,875.00	\$ 2,875.00	
604.06	Valley Inlet - Reconstruct Deck	EA	1		\$1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	
604.07	Combination Inlet - Remove & Replace	EA	1		\$4,250.00	\$ 4,250.00	\$ 4,250.00	\$ 4,250.00	
604.08	Combination Inlet - Reconstruct Deck	EA	1		\$1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	
604.09	Sidewalk Chase - Remove & Replace	EA	1		\$2,575.00	\$ 2,575.00	\$ 2,575.00	\$ 2,575.00	
608.01	Apron 8" - Remove & Replace	SF	20		\$14.18	\$ 13.50	\$ 270.00	\$ 283.60	5%
608.02	Crosspan 8" - Remove & Replace	SF	2406		\$15.24	\$ 13.25	\$ 31,879.50	\$ 36,667.44	15%
608.03	Valley Pan 6" – Remove & Replace	SF	2868		\$12.94	\$ 11.25	\$ 32,265.00	\$ 37,111.92	15%
608.04	Mountable Curb, Gutter and 6" Sidewalk - Remove & Replace	LF	5	1930	\$84.53	\$ 80.50	\$ 402.50	\$ 422.65	5%
608.05	Mountable Curb and Gutter, No Sidewalk - Remove & Replace	LF	5		\$36.75	\$ 35.00	\$ 175.00	\$ 183.75	5%
608.06	Mountable Curb, Gutter and 6" Sidewalk	LF	5		\$78.75	\$ 75.00	\$ 375.00	\$ 393.75	5%
608.07	Vertical Curb, Gutter and 6" Sidewalk - Remove & Replace	LF	40		\$83.60	\$ 76.00	\$ 3,040.00	\$ 3,344.00	10%
608.08	Vertical Curb and Gutter - No Sidewalk - Remove & Replace	LF	106		\$35.70	\$ 34.00	\$ 3,604.00	\$ 3,784.20	5%
608.09	Vertical Outfall Curb and Gutter - Remove & Replace	LF	5		\$32.00	\$ 32.00	\$ 160.00	\$ 160.00	
608.10	Barrier Curb 12" – Remove & Replace	LF	5		\$26.00	\$ 26.00	\$ 130.00	\$ 130.00	
608.11	Curb Ramp 6" - Remove & Replace	SF	336	2784	\$13.28	\$ 11.55	\$ 3,880.80	\$ 4,462.08	15%
608.12	Truncated Dome Panel	SF	20	20	\$45.00	\$ 45.00	\$ 900.00	\$ 900.00	
608.13	Flatwork 8" - Remove & Replace	SF	10		\$14.30	\$ 13.00	\$ 130.00	\$ 143.00	10%
608.14	Flatwork 6" - Remove & Replace	SF	2957		\$11.78	\$ 10.25	\$ 30,309.25	\$ 34,833.46	15%
608.15	Flatwork 4"- Remove & Replace	SF	302		\$10.35	\$ 9.00	\$ 2,718.00	\$ 3,125.70	15%
608.16	Replace Flatwork – 1" Additional Depth	SF	90		\$1.00	\$ 1.00	\$ 90.00	\$ 90.00	
608.17	Concrete Pavement 8" - Remove & Replace	SF	5		\$16.00	\$ 16.00	\$ 80.00	\$ 80.00	
608.18	Alley/Drive Approach 8" - Remove & Replace	SF	5		\$15.00	\$ 15.00	\$ 75.00	\$ 75.00	
608.19	Expansion Material & Caulking	LF	5		\$6.00	\$ 6.00	\$ 30.00	\$ 30.00	
608.2	24-Hour High Early Concrete - Up charge	CY	5		\$75.00	\$ 75.00	\$ 375.00	\$ 375.00	
608.21	Flowfill	CY	5		\$155.00	\$ 155.00	\$ 775.00	\$ 775.00	
630.01	Advance Warning Sequencing Arrow Panel	DAY	4	4	\$45.00	\$ 45.00	\$ 180.00	\$ 180.00	
630.02	Variable Message Board	DAY	10	10	\$115.00	\$ 115.00	\$ 1,150.00	\$ 1,150.00	
630.03	Traffic Control Supervisor	HR	35	35	\$62.50	\$ 62.50	\$ 2,187.50	\$ 2,187.50	
630.04	Flagging	HR	20	20	\$37.00	\$ 37.00	\$ 740.00	\$ 740.00	
FA	Force Account	LS	1	1	\$2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	
BID FORM LINE ITEM ENTRY TOTAL COST							\$ 155,945.55	\$ 171,652.05	10.07%

Dollar increase \$ 15,706.50
Percent increase 10.07178467



Agenda Item Summary

MEETING DATE: May 8, 2023

SUBJECT: **Resolution No. 34-R-2023** – A Resolution of the Town of Mead, Colorado, Authorizing the Acquisition of Certain Interests in Real Property through Eminent Domain Proceedings for the 3rd Street and Welker Avenue Intersection Improvements Projects and Delegating Authority to the Town Manager to Accept Deeds or Easements for such Property Interests on Behalf of the Town

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

SUMMARY

Resolution No. 34-R-2023 (“Resolution”) authorizes the Town to make acquisitions of real property interests through eminent domain proceedings for the 3rd Street and Welker Avenue Intersection Improvements Project (the “Project”) and delegates authority for the Town Manager to accept Project-related deeds or easements on behalf of the Town.

The successful completion of the Project will require the Town to pursue the acquisition of certain property interests (outlined in Exhibit A of the Resolution and shown in the table below). Transportation Resource Services, Inc., d/b/a TRS Corp. (“TRS”) has been retained as the Town’s representative in the acquisition of these property interests.

If the Resolution is approved, Town Staff, in coordination with TRS and the Town Attorney and the Town’s special eminent domain counsel (if any as required), will continue negotiations with the owner(s) of the property interests. In the event that good faith negotiations are successful, the Resolution authorizes the Town Manager to schedule and conduct closings and take other actions as are necessary to effect the transfer of deeds or easements on behalf of the Town of Mead. The Resolution also authorizes the initiation of condemnation proceedings in the event that good faith negotiations are unsuccessful.

PARCEL TYPE	#	OWNER	ADDRESS	AREA SF
PERMANENT EASEMENT	1	Great Western Railway	Welker Ave	2575
PERMANENT EASEMENT	2	Great Western Railway	Welker Ave	1560
PERMANENT EASEMENT	2A	Great Western Railway	3 rd St.	2635
PERMANENT EASEMENT	2B	Great Western Railway	3 rd St.	4118
RIGHT OF WAY	3	McIntosh Farm	400 Welker	4419
RIGHT OF WAY	4	USAISA, Inc	Corner of 3 rd and Welker	45583
PERMANENT EASEMENT	5	Gary & Heather Pias	102 2 nd St. Mead	1330
PERMANENT EASEMENT	6	Cory E. Ciaranello	101 Welker Ave.	399
RIGHT OF WAY	7	Debra Johnson	242 Dillingham Ave.	8250
PERMANENT EASEMENT	8	Tharin Ross Wilson	206 3 rd St.	920
TEMPORARY EASEMENT	9	Ronald Gene Frost	214 3 rd St.	920
TEMPORARY EASEMENT	10	Agfinity, Inc.	201 3 rd St.	1840

TEMPORARY EASEMENT	11	Agfinity, Inc.	3 rd St.	1840
TEMPORARY EASEMENT	12	Archdiocese of Denver	15995 CR 7	625

FINANCIAL CONSIDERATIONS

The costs to the Town related to the approval of the Resolution may include the costs for acquiring the property interests described in Exhibit A of the Resolution from the owners, which costs will be determined through negotiation. Additional costs include assistance from the Town's special eminent domain counsel on an as-needed basis.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends approval of the Resolution. A motion to approve the consent agenda will approve the Resolution. If the Board decides to remove this item from the consent agenda for questions or additional discussion, staff recommends the following motion:

Suggested Motion:

"I move to approve Resolution No. 34-R-2023, A Resolution of the Town of Mead, Colorado Authorizing Negotiations and Eminent Domain Proceedings (if necessary) for the Acquisition of Certain Interests of Real Property for the 3rd and Welker Avenue Intersection Improvements Project and Delegating Authority to the Town Manager to Accept Deeds or Easements on Behalf of the Town."

ATTACHMENTS

Resolution No. 34-R-2023
Exhibit A

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 34-R-2023**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO,
AUTHORIZING THE ACQUISITION OF CERTAIN INTERESTS IN REAL
PROPERTY THROUGH EMINENT DOMAIN PROCEEDINGS FOR THE 3RD STREET
AND WELKER AVENUE INTERSECTION IMPROVEMENTS PROJECT AND
DELEGATING AUTHORITY TO THE TOWN MANAGER TO ACCEPT DEEDS OR
EASEMENTS FOR SUCH PROPERTY INTERESTS ON BEHALF OF THE TOWN**

WHEREAS, the Town of Mead, Colorado (“Town”) possesses the power of eminent domain pursuant to the provisions of Colorado law including but not limited to Sections 38-1-202(1)(e) and 38-6-101 of the Colorado Revised Statutes (“C.R.S.”); and

WHEREAS, C.R.S. § 38-6-101 authorizes the Town, in relevant part, to exercise its eminent domain powers after passage of a resolution or ordinance to establish, construct, extend, widen, or alter any street or avenue; and

WHEREAS, the Town has determined that it is necessary to acquire fee simple title to certain real property, and to acquire certain temporary construction easements for certain other real property, all as more particularly described in **Exhibit A** attached hereto (collectively, the “Property Interests”), in order to complete the 3rd Street and Welker Avenue Intersection Improvements Project (the “Project”); and

WHEREAS, the Town has determined that the Project is a public project and that acquiring the Property Interests is necessary to successfully complete the Project; and

WHEREAS, a public purpose exists as the Property Interests will be acquired to permit the construction of the Project and, upon completion, the Project will be utilized by the public; and

WHEREAS, Board of Trustees finds and declares that the Project is being undertaken for public advantage and public benefit; and

WHEREAS, the Town intends to acquire the Property Interests identified in **Exhibit A** for the Project; and

WHEREAS, Transportation Resource Services, Inc., d/b/a TRS Corp. (“TRS”) has been retained to act as the Town’s representative in the acquisition of the Property Interests; and

WHEREAS, Board of Trustees desires to authorize TRS and the Town Manager, or her designee, to continue to conduct good faith negotiations with the property owners in accordance with applicable law; and

WHEREAS, in the event that good faith negotiations are successful, and the Property Interests may be acquired by the Town without commencing formal condemnation proceedings, the Board of Trustees desires to delegate all necessary authority to the Town Manager to accept right-of-way deeds, permanent easements, and temporary construction easements for the Project on behalf of the Town; and

WHEREAS, Board of Trustees desires to authorize condemnation proceedings to acquire the Property Interests, if necessary, if such good faith negotiations prove unsuccessful; and

WHEREAS, the delegation of authority to the Town Manager (or her designee, as applicable) is consistent with *Mead Municipal Code* Section 2-3-120(e)(16) which 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 timely completion of the Project is necessary for the continued health, safety, and welfare of the residents of the Town,

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

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

Section 2. The acquisition of the Property Interests described in **Exhibit A** is needed and required for public use and public purposes.

Section 3. The Town Manager, or her designee, and TRS shall be authorized to continue to conduct good faith negotiations with the property owners of the Property Interests in accordance with applicable law and shall be further authorized to make offers of just compensation to the owners of the Property Interests for the voluntary acquisition thereof. In the event that good faith negotiations are successful, the Town Manager, or her designee, and TRS shall be authorized to schedule and conduct closings with the property owners of the Property Interests. The Town Manager shall be authorized to cause compensation to be paid to the property owners of the Property Interests, in such amounts as may be negotiated between the Town and the property owners of the Property Interests, provided that such amounts in the aggregate shall not exceed the amount(s) appropriated for said purpose in the Town’s approved 2023 budget, as the same may be amended from time to time. The description of the Property Interests in **Exhibit A** may be modified by the Town Manager and TRS if necessary to accommodate the Project.

Section 4. If compensation to be paid for any of the Property Interests cannot be agreed upon by the interested parties, or in case the owner or owner(s) of any of the Property Interests are incapable of consenting, then the Town Attorney shall be authorized to institute and prosecute to conclusion such proceedings as are available under Article 1 of Title 38, Colorado Revised Statutes, through the exercise of the power of eminent domain. In the event that acquisition by eminent domain is deemed necessary, the Town Attorney shall be authorized to request immediate possession of the Property Interests in furtherance of the purpose of this Resolution.

Section 5. If eminent domain proceedings are commenced, the Town Manager and Town Attorney shall be authorized to employ all necessary persons for this purpose including special eminent domain counsel, appraisers, surveyors, engineers, and other experts as deemed necessary.

Section 6. The Town Manager, or the Town’s consultants, consistent with the intent of the Project, shall have the authority to amend or modify the legal descriptions of the Property Interests to be acquired, the nature of the interests to be acquired, and may add or delete parcels, in whole or in part, as

deemed necessary for the timely completion of the Project, and that any such amendment(s) shall be included in the definition of the Property Interests described in **Exhibit A**.

Section 7. The Town Manager (or the Town Manager’s designee, which designation shall be in writing and filed of record with both the Town Clerk and Town Attorney) shall be authorized to execute and the Town Clerk to attest any document necessary for the acquisition of the Property Interests required for the Project. The Town Manager or her designee shall also be authorized to execute any “acceptance” signature block on any right-of-way deeds related to the Project, or approve any permanent or temporary easements required for the Project, following review and approval as to the form of such documents by the Town Attorney. The Town Manager or her designee shall also be authorized to execute possession and use agreements, or other similar or related documents necessary to permit the Project to remain on schedule. Following execution, the Town Clerk or TRS shall cause a copy of any right-of-way deed(s) or easement(s) related to the Project to be recorded in the real property records of Weld County, Colorado.

Section 8. During the pendency of the Project, the Town Manager shall provide periodic updates to Board of Trustees regarding the status of the Project.

Section 9. The Board of Trustees shall indemnify, hold harmless, and defend the Town Manager in the exercise of the powers granted by this Resolution provided that such exercise is made in a reasonable and good faith reliance on the authority granted by this Resolution and such exercise is within the scope of the Town Manager’s duties and authorities as the chief administrative officer of the Town of Mead.

Section 10. Effective Date. This resolution shall be effective immediately upon adoption.

Section 11. 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 12. 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 8TH DAY OF MAY, 2023.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

EXHIBIT A
Property Interests

3rd Street and Welker Avenue Intersection Improvements Project

PARCEL TYPE	#	OWNER	ADDRESS	AREA SF
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Agenda Item Summary

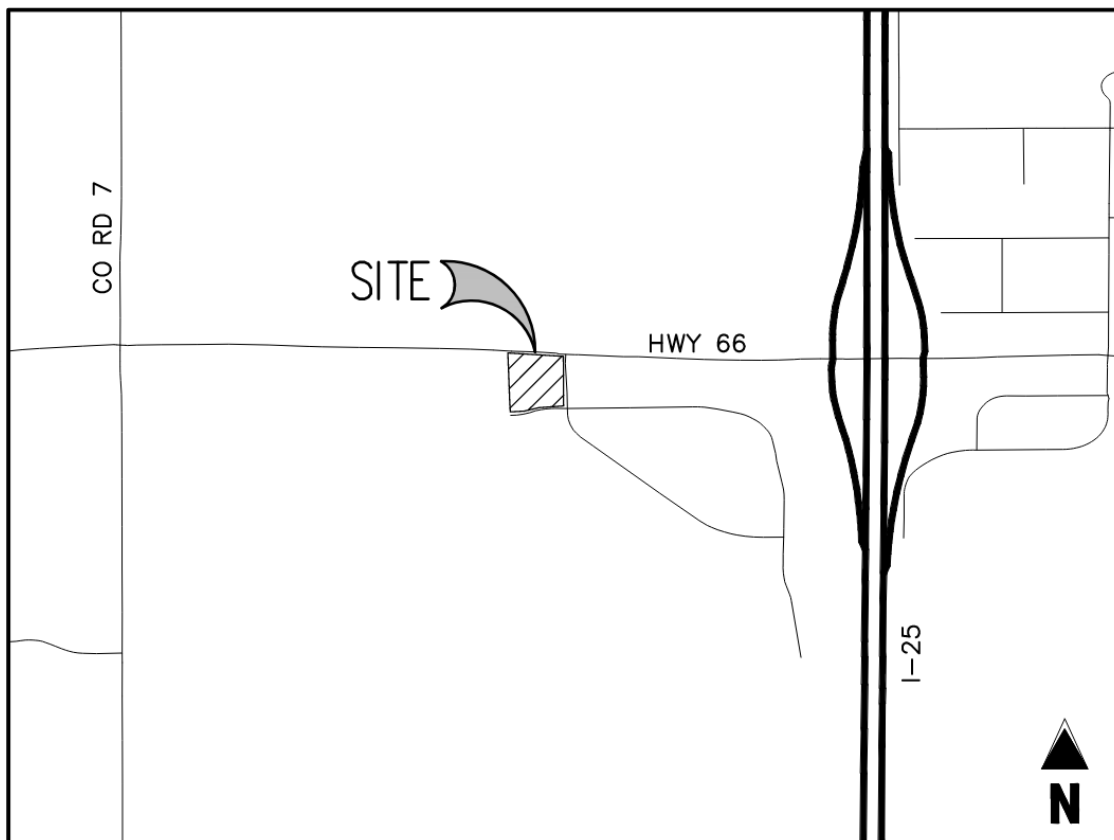
MEETING DATE: May 8, 2023

SUBJECT: **Ordinance No. 1034** – An Ordinance of the Town of Mead, Colorado,
Conditionally Approving the Club Carwash Conditional Use Permit

PRESENTED BY: Collin Mieras, Planner II

SUMMARY

The Board of Trustees reviews conditional use permit applications and determines whether to approve, conditionally approve, or deny such applications. Applicant is proposing the construction of a carwash facility on the Property (a part of Lots 1A and 1B, Mead Crossings, shown below and currently undergoing administrative replat), zoned Highway Commercial (HC). A carwash is a conditional use in the Highway Commercial zoning district. Staff has determined that the application satisfies the relevant requirements set forth in the Mead Municipal Code (MMC) and recommends that the Board of Trustees adopt the attached ordinance.



DETAIL OF REQUEST

Applicant: Club Car Wash Operating, LLC
Property Owner: QuikTrip Corporation
Property Location: Generally located west of I-25 south of Hwy 66
Zoning Classification: Highway Commercial (HC)
Comp. Plan Designation: Regional Commercial (RC)
Surrounding Land Uses:
North: Highway Commercial (HC) – Town of Mead
South: Highway Commercial (HC) – Town of Mead
East: Highway Commercial (HC) – Town of Mead
West: Highway Commercial (HC) – Town of Mead

OVERVIEW

Applicant requests a conditional use permit for the 1.344-acre property known as the Club Carwash property, located generally south of Hwy 66 and west of I-25, legally described as Lot B, Mead Crossings Amendment 2, as more fully described in the administrative replat application thereof (“Property”). The Applicant proposes the conditional use of the Property as a carwash facility.

Adjacent land uses include the future Quiktrip Gas Station/Convenience Store to the east, vacant land zoned for Highway Commercial to the south and west, and Hwy 66 right-of-way to the north.

Staff has concurrently reviewed a replat application and site plan application for the Property that will be brought forward for ratification of staff approval pending the approval of the conditional use permit.

Town staff has found this request to comply with the Mead Municipal Code (MMC) and 2018 Comprehensive Plan.

The Planning Commission held a public hearing and reviewed the conditional use permit at their regular meeting on April 19, 2023, and has recommended approval to the Board of Trustees. Based on the Planning Commission’s recommendation, Town Staff recommends that the Board of Trustees approve the conditional use permit application.

REVIEW CRITERIA AND ANALYSIS

Conditional use permits are permitted to help diversify uses within a zoning district, while maintaining the Town’s ability to impose conditions to ensure a use is harmonious with its surroundings. The Town may approve a conditional use permit upon property owner request for uses identified as conditional uses for the applicable zoning district in Section 16-3-40 of the MMC. Conditional use permits are subject to the following criteria, set forth in MMC Section 16-3-120(d), and must meet all of the criteria outlined. A conditional use permit may be revocable, granted for a limited time period, and may be subject to conditions to mitigate impact on surrounding properties, such as landscaping, setbacks, street dedication and improvement, or other conditions. This particular conditional use permit satisfies all of the criteria listed below, and staff does not propose any special conditions. Staff proposes standard conditions and approval subject to approval of the administrative replat creating the applicable lot, Mead Crossings Amendment 2.

Criterion No. 1: The conditional use will satisfy all applicable provisions of the zoning code and subdivision regulations unless a variance is also being requested.

The proposed use for the Property, a carwash facility, is an allowed conditional use in the Highway Commercial zoning district, as provided in MMC Section 16-3-40, and is subject to the review procedures identified in the MMC.

Staff is currently reviewing replat and site plan applications for the Property. All applicable zoning code regulations and subdivision regulations will be satisfied prior to staff recommendation of approval. At this time, the Applicant has not requested any variances from Town Code.

Criterion No. 2: The conditional use will conform with or further the goals, policies and strategies set forth in the Town Comprehensive Plan.

Staff finds that the conditional use will further the goals, policies and strategies set forth in the Town Comprehensive Plan. The proposed carwash facility will bring commercial development to the Highway 66 corridor, which will add to the Town's economic base. The addition of another commercial development to the Mead Crossings subdivision will also provide incentive for additional commercial developments of complementary uses to co-locate within the subdivision.

The proposed development and replat (upon which staff recommends conditioning approval of the conditional use) includes the construction of a regional trail on the Property that will provide multimodal connectivity from Highway 66 to the north, through the Mead Crossings subdivision, to the future Waterfront residential development just to the south of the subdivision.

Criterion No. 3: The conditional use will be adequately served with public utilities, services and facilities (i.e., water, sewer, electric, schools, street system, fire protection, public transit, storm drainage, refuse collection, parks system, etc.) and not impose an undue burden above and beyond those of the permitted uses of the district.

Proposed utility, services, facilities and transportation systems have been reviewed by Town staff and external agencies and found to be adequate to serve the proposed development and will not impose undue burden above and beyond those of the permitted uses in the Highway Commercial zoning district. The site plan agreement for the project will address additional required improvements.

Criterion No. 4: The conditional use will not substantially alter the basic character of the district in which it is in or jeopardize the development or redevelopment potential of the district.

The conditional use will not substantially alter the character of the Mead Crossings subdivision. The subdivision is zoned for Highway Commercial uses, which are intended to be more auto-oriented retail and service uses along major arterials. With the location along Highway 66, adjacent to I-25, and the existing Quiktrip fueling station and convenience store already located within the subdivision, the proposed carwash facility meets the context of the area and will help to attract additional, complementary commercial development to the subdivision.

Criterion No. 5: The conditional use will result in efficient on- and off-site traffic circulation which will not have a significant adverse impact on the adjacent uses or result in hazardous conditions for pedestrians or vehicles in or adjacent to the site.

The conditional use will have efficient on- and off-site traffic circulation and will have no adverse impact on the adjacent uses. The proposal complies with the Town's adopted Transportation Plan and the Town's engineering standards regarding transportation design.

Criterion No. 6: Potential negative impacts of the conditional use on the rest of the neighborhood or of the neighborhood on the conditional use have been mitigated through setbacks, architecture,

screen walls, landscaping, site arrangement or other methods. The applicant shall satisfactorily address the following impacts:

- a. Traffic;
- b. Activity levels;
- c. Light;
- d. Noise;
- e. Odor;
- f. Building type, style and scale;
- g. Hours of operation;
- h. Dust; and
- i. Erosion control.

The negative impacts of the conditional use on the rest of the neighborhood have been mitigated. The resulting additional traffic will be mitigated through the construction of roadway improvements. Additional impacts to the broader Town roadway network will be mitigated using impact fees that will be paid at the building permit stage.

Light and noise impacts will be mitigated through the use of landscape buffering along the Highway 66 frontage and perimeter of the lot. The lighting included in the proposed site plan is downcast and meets the MMC requirements for maximum foot-candles and limited light spillage.

The building architecture meets the MMC requirements for commercial developments within the Highway 66/I-25 corridor. The building provides visible interest and intrigue with the use of windows and fenestration, towers, horizontal and vertical breaks, and change in textures and colors.

The planned hours of operation for the carwash are as follows:

During Daylight Savings

Monday through Saturday: 7:00AM to 8:00PM.

During Standard Time

Monday through Saturday: 7:00AM to 7:00PM.

Sundays (regardless of DST)

8:00AM to 8:00PM

All dust and erosion control during construction will be mitigated through the use of best management practices. The Property will have sufficient ground cover and landscaping after construction of the site to prevent any dust or erosion issues on the Property.

Criterion No. 7: The applicant has submitted evidence that all applicable local, state and federal permits have been or will be obtained.

Prior to commencement of operations, the proposed carwash facility will need to apply, and be approved, for a business license with the Town of Mead. At that time, the Applicant will need to provide any licensure and permits required for the operation of the facility.

Criterion No. 8: Any other conditions as deemed appropriate by the Board of Trustees.

A conditional use permit may be revocable, may be granted for a limited time period or may be granted subject to conditions as the Board may prescribe. Conditions may include but shall not be limited to: requiring special setbacks, open spaces, fences or walls, landscaping or screening, street dedication and improvement, regulation of vehicular access and parking, signs, illumination, hours and methods of operation, control of potential nuisances, prescription of standards for maintenance of buildings and

grounds and prescription of development schedules. Staff is not proposing any such additional conditions.

FINANCIAL CONSIDERATIONS

The Town will collect impact fees at the time the proposed building is constructed. These impact fees will fund Town infrastructure and other capital construction projects, including roads and drainage, cultural and recreation facilities, and parks, trails, and open space.

ALTERNATIVES/OPTIONS

Following the conclusion of the May 8, 2023, public hearing, the Board of Trustees may opt to approve, deny, or conditionally approve the proposed conditional use permit.

RECOMMENDED ACTION

Staff recommends the Board of Trustees approve Ordinance No. 1034, with the following motion. The recommended conditions of approval are standard conditions and approval subject to approval of the administrative replat creating Lot B.

Suggested Motion:

“I MOVE TO APPROVE ORDINANCE NO. 1034, AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF MEAD, COLORADO CONDITIONALLY APPROVING THE CLUB CARWASH CONDITIONAL USE PERMIT.”

ATTACHMENTS

Ordinance No. 1034 (Conditional Use Permit Map attached)

**TOWN OF MEAD, COLORADO
ORDINANCE NO. 1034**

**AN ORDINANCE OF THE TOWN OF MEAD, COLORADO
CONDITIONALLY APPROVING THE CLUB CARWASH CONDITIONAL
USE PERMIT**

WHEREAS, the Town of Mead (the “Town”) is authorized pursuant to Title 31, Article 23, C.R.S. and the Town of Mead Municipal Code (the “MMC”) to regulate the development of land, streets and utilities within the Town for the purposes of promoting the public health, safety, convenience, and the general welfare of the community; and

WHEREAS, Club Car Wash Operating, LLC (the “Applicant”), has submitted an application for the Club Carwash Conditional Use Permit (the “Conditional Use Permit”) for the 1.344-acre property legally described as Lot B, Mead Crossings Amendment 2, Town of Mead, Colorado (the “Property”), generally located south of Highway 66, and west of I-25, as shown in **Exhibit 1**, attached hereto and incorporated into this Ordinance; and

WHEREAS, the Applicant is the authorized representative of the Property owner, QuikTrip Corporation, an Oklahoma corporation (“Owner”); and

WHEREAS, Section 16-3-120 of the MMC, in order to provide flexibility and help diversify uses within a zoning district, provides that specific uses are permitted in certain districts, subject to the granting of a Conditional Use; and

WHEREAS, the Applicant is proposing the Conditional Use Permit to allow for the construction and operation of a carwash facility on the Property; and

WHEREAS, the current zoning for the Property, Highway Commercial (HC), allows carwash use as a conditional use in the HC zoning district; and

WHEREAS, a public hearing was held on said request by the Planning Commission on Wednesday, April 19, 2023, and by the Board of Trustees, on Monday, May 8, 2023; and

WHEREAS, the administrative record for this matter includes, but is not limited to, the Town of Mead Land Use Code (including subdivision and zoning amendment regulations), the Town of Mead Comprehensive Plan, all other applicable ordinances, resolutions and regulations, the staff files and reports of the Planning Director and Town Engineer related to the Conditional Use Permit, any and all submittals by the Applicant and members of the public, and the tape recordings and minutes of both the Planning Commission and Board of Trustee meetings at which this application was considered; and

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

Section 1. Conditional Use Permit Approved. The Board of Trustees hereby grants and approves the Conditional Use Permit, in substantially the form attached hereto as **EXHIBIT 2**, based on a determination that the applicable review criteria set forth in Section 16-3-120(d) of the MMC have been satisfied, subject to the following conditions of approval:

- a) The Applicant/Owner shall resolve and correct any technical issues as directed by Town staff prior to signature of Town officials on the Conditional Use Permit; and

- b) The Applicant/Owner shall pay all fees and costs incurred by the Town and its consultants in reviewing and processing the Conditional Use Permit application.
- c) The Conditional Use Permit Map shall not be recorded unless and until the Town approves the administrative replat known as Mead Crossings Amendment 2, an administrative replat of Lots 1A and 1B, Mead Crossings, Town of Mead, State of Colorado, creating the 1.344-acre parcel known as Lot B (“Replat”). The Conditional Use Permit approval shall be conditioned upon approval of Replat.

Section 2. Effective Date. This Ordinance shall be published and become effective as provided by law.

Section 3. Certification. The Town Clerk shall certify to the passage of this Ordinance and make not less than one copy of the adopted Ordinance available for inspection by the public during regular business hours.

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

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

INTRODUCED, READ, PASSED AND ADOPTED THIS 8TH DAY OF MAY, 2023.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

EXHIBIT 1

Club Carwash Property Legal Description

Lot B, Mead Crossings Amendment 2, Town of Mead, Colorado

EXHIBIT 2

Club Carwash Conditional Use Permit Map
[Exhibit begins on the next page.]

LOCATED IN THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 3 NORTH,
RANGE 68 WEST OF THE 6TH P.M., TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO
S.H. 66 & FOSTER RIDGE DR.

8

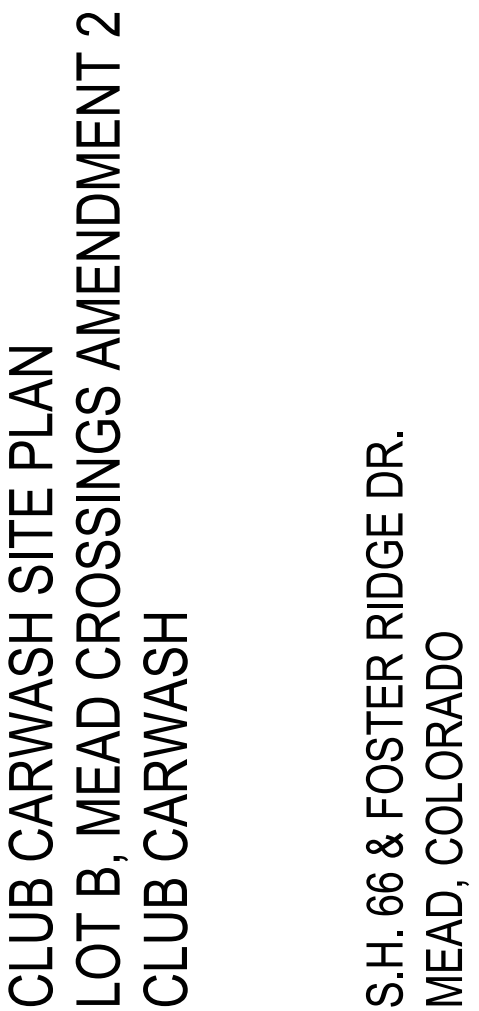
LOT B, MEAD CROSSINGS AMENDMENT 2

1. ALL MATERIALS, WORKMANSHIP, AND CONSTRUCTION OF PUBLIC IMPROVEMENTS SHALL MEET OR EXCEED THE MOST RECENT STANDARDS AND SPECIFICATIONS FOR LITTLE THOMPSON WATER DISTRICT.

1. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE LATEST TOWN OF MEAD DESIGN STANDARDS AND CONSTRUCTION SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PUBLIC AND PRIVATE IMPROVEMENTS, SOLICITS REQUIREMENT OF TRANSPORTATION, MOUNTAIN VIEW FIRE DEPT. DISTRICT REQUIREMENTS, LONG BEACH

5500 Greenwood Plaza Blvd., Suite 200
Greenwood Village, CO 80111
303.770.8884
GallowayUS.com

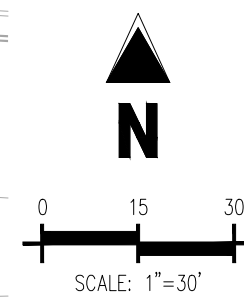
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Project No:	CCW000005
Drawn By:	RDG
Checked By:	MJ
Date:	12/12/22

CO 1

LOCATED IN THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH P.M.,
TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO



- 1 EXISTING HYDRANT TO BE RELOCATED
- 2 EXISTING WATER METER TO REMAIN
- 3 EXISTING STREET LIGHT TO REMAIN
- 4 EXISTING STREET LIGHT TO BE REMOVED
- 5 EXISTING ELECTRICAL BOX TO BE REMOVED
- 6 EXISTING TRANSFORMER TO BE RELOCATED
- 7 CURB AND GUTTER BY OTHERS
- 8 ADA ACCESS RAMP BY OTHERS
- 9 CROSSWALK STRIPING BY OTHERS
- 10 EXISTING SIGN TO REMAIN
- 11 EXISTING STORM DRAIN INLET TO REMAIN
- 12 EXISTING STORM DRAIN F.E.S. TO REMAIN
- 13 EXISTING MANHOLE TO REMAIN; REFERENCE UTILITY PLAN
- 14 EXISTING FIBER OPTIC VAULT/RISER TO BE RELOCATED
- 15 ROAD STRIPING AND PAVEMENT MARKINGS BY OTHERS
- 16 PROPOSED CLUB CARWASH BUILDING (5,163 SF)
- 17 PROPOSED TRASH ENCLOSURE
- 18 PROPOSED 6" CURB AND 12" GUTTER
- 19 PROPOSED SIDEWALK/TRAIL; WIDTH AS NOTED
- 20 PROPOSED ADA ACCESS RAMP
- 21 PROPOSED MONUMENT SIGN
- 22 PROPOSED R1-1 "STOP" SIGN
- 23 PROPOSED STORM DRAIN INLET; REFERENCE UTILITY PLAN
- 24 PROPOSED MANHOLE; REFERENCE UTILITY PLAN
- 25 PROPOSED CARWASH RECLAMATION SYSTEM
- 26 PROPOSED PAVEMENT MARKINGS FOR TRAFFIC FLOW
- 27 PROPOSED HEAVY DUTY CONCRETE PAVING
- 28 PROPOSED 9'x20' PARKING SPACE
- 29 PROPOSED 15'x20' PARKING SPACE FOR VACUUM
- 30 PROPOSED 11'x20' ADA PARKING SPACE; VAN ACCESSIBLE
- 31 PROPOSED ADA PARKING SPACE PER CURRENT MUTCD STANDARDS
- 32 PROPOSED VACUUM HOSE ASSEMBLY AT PARKING STALL
- 33 PROPOSED PAY STATION AND ENTRANCE BARS FOR CARWASH
- 34 PROPOSED 3'x3' CONCRETE PAIS FOR OWNER PROVIDED SIGNAGE
- 35 PROPOSED RS-1 "DO NOT ENTER" SIGN; SEE SITE DETAIL SHEET 3
- 36 PROPOSED ASPHALT SAWCUT LINE
- 37 PROPOSED CAR STACKING FOR CARWASH
- 38 PROPOSED BIKE RACK; SEE SITE DETAIL SHEET 3
- 39 PROPOSED FLARED END SECTION
- 40 PROPOSED WATER QUALITY POND
- 41 PROPOSED SITE LIGHT; REFERENCE PHOTOMETRIC PLAN
- 42 PROPOSED RETAINING WALL (2' MAX HEIGHT)
- 43 PROPOSED ELECTRICAL TRANSFORMER
- 44 PROPOSED WHEEL STOPS
- 45 EXISTING FIBER OPTIC VAULT/RISER TO REMAIN
- 46 PROPOSED CROSSWALK STRIPING
- 47 PROPOSED WATER QUALITY POND OUTLET STRUCTURE
- 48 EXISTING TRAFFIC SIGNAL TO REMAIN
- 49 RELOCATED FIRE HYDRANT PER HIGHLAND DRIVE PIP DOCUMENTS BY QUTKIP
- 50 EXISTING WATER METER TO BE REMOVED
- 51 PROPOSED WATER METER

=====	PROPERTY BOUNDARY LINE
=====	ADJACENT PROPERTY BOUNDARY LINE
-----	EXISTING EASEMENT LINE
- - - - -	PROPOSED EASEMENT LINE
=====	SETBACK LINE
- - - - -	PROPOSED SAWCUT LINE
=====	EXISTING TO REMAIN
=====	PROPOSED NEW
=====	PROPOSED CURB AND GUTTER
=====	EXISTING CURB AND GUTTER
-----	ADA PATH OF TRAVEL
	PARKING ZONE
	EXISTING SIGN
	PROPOSED SIGN
	PROPOSED ADA PARKING SYMBOL
	PROPOSED WHEEL STOP
	EXISTING UTILITY BOX OR VAULT
	EXISTING ELECTRICAL TRANSFORMER
	EXISTING LIGHT POLE
	PROPOSED SITE LIGHTING
	PROPOSED SANITARY SEWER MANHOLE
	EXISTING SANITARY SEWER MANHOLE
	EXISTING STORM SEWER MANHOLE
	EXISTING STORM SEWER INLET
	EXISTING FLARED END SECTION (FES)
	EXISTING WATER METER
	EXISTING WATER VALVE
	EXISTING FIRE HYDRANT
	PROPOSED FIRE HYDRANT
	PROPOSED STORM DRAIN INLET
	PROPOSED STORM DRAIN MANHOLE
	PROPOSED STORM DRAIN F.E.S.
	PROPOSED STORM DRAIN OUTLET STRUCTURE

ELEVATIONS ARE BASED ON NGS BENCHMARK - "M 329"
NAVD 88, ELEVATION = 5009.92'
"M 329" IS LOCATED & DESCRIBED AS FOLLOWS:

M 329 IS LOCATED 43 FEET EAST OF THE CENTER LINE OF WELD COUNTY ROAD 7, 9.5 FEET SOUTHEAST OF THE EAST END OF THE SOUTH HEADWALL OF A 16 INCH PIPE CULVERT UNDER THE HIGHWAY, 1.5' WEST OF A WITNESS POST, SET IN THE TOP OF A CONCRETE POST WHICH PROJECTS 0.4 FOOT ABOVE THE GROUND, BENCH MARK 3-1/4" BRASS CAP.

BEARINGS ARE BASED ON THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, IN WHICH THE NORTH LINE OF LOT 1A, MEAD CROSSING BEARS N 88°26'15" E, A DISTANCE OF 341.21', MONUMENTED AT THE WEST END BY NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP, STAMPED "PLS 31156" AND AT THE EAST END BY A 1/2" ROD WITH 3-1/2" ALUMINUM CAP, STAMPED "ROW MON. NO. 6056, LS 25381" WITH ALL OTHER BEARINGS RELATIVE THERETO.

UNLESS OTHERWISE NOTED, CONTRACTOR TO PROTECT LANDSCAPING IN PLACE AND REPLACE TO MATCH IF DISTURBED. CONTRACTOR TO CAP AND REINSTALL IRRIGATION AS NECESSARY TO MAINTAIN IRRIGATION TO EXISTING LANDSCAPING.

NOTE: CONTRACTOR MUST COORDINATE WORK WITH UTILITY COMPANY AND CITY PRIOR TO BEGINNING WORK AND IS RESPONSIBLE FOR ALL MATERIALS, LABOR, REPAIRS, ETC. TO COMPLETE WORK AND RESTORE AREA TO SAME STATE PRIOR TO STARTING WORK

THE TOWN OF MEAD SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OF ROADWAY AND APPURTENANT IMPROVEMENTS, INCLUDING STORM DRAINAGE STRUCTURES AND PIPES, FOR THIS DEVELOPMENT UNLESS INDICATED AS PUBLIC IMPROVEMENTS.

CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL INFORMATION FOR FINAL ACCEPTANCE OF WORK FOR ANY LOCAL, STATE OR FEDERAL AGENCY, UTILITY DISTRICT OR ANY OTHER AGENCY OR DISTRICT HAVING APPROVAL AUTHORITY OVER WORK. THIS INFORMATION MAY INCLUDE, BUT IS NOT LIMITED TO, AS-BUILT PLANS, CERTIFICATIONS, INSPECTIONS AND REPORTS.

CONTRACTOR RESPONSIBLE FOR AS-BUILT DRAWINGS, TESTS, REPORTS AND/OR ANY OTHER CERTIFICATES OR INFORMATION AS REQUIRED FOR ACCEPTANCE OF WORK FROM CITY, UTILITY DISTRICTS OR ANY OTHER GOVERNING AGENCY.

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SURVEYOR TO OBTAIN AUTOCAD FILE FROM ENGINEER AND VERIFY ALL HORIZONTAL CONTROL DIMENSIONING PRIOR TO CONSTRUCTION STAKING. SURVEYOR MUST VERIFY ALL BENCHMARK, BASIS OF BEARING AND DATUM INFORMATION TO ENSURE IMPROVEMENTS WILL BE AT THE SAME HORIZONTAL AND VERTICAL LOCATIONS SHOWN ON THE DESIGN CONSTRUCTION DRAWINGS. PRIOR TO CONSTRUCTION STAKING ANY DISCREPANCY MUST BE REPORTED TO OWNER AND ENGINEER PRIOR TO CONTINUATION OF ANY FURTHER STAKING OR CONSTRUCTION WORK.

1. ALL UTILITY LOCATIONS SHOWN ARE BASED ON MAPS PROVIDED BY THE APPROPRIATE UTILITY COMPANY AND FIELD SURFACE EVIDENCE AT THE TIME OF CONSTRUCTION AND IS TO BE CONSIDERED AN APPROXIMATE LOCATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE LOCATION OF ALL UTILITIES, PUBLIC OR PRIVATE, WHETHER SHOWN ON THE PLANS OR NOT, PRIOR TO CONSTRUCTION. REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO CONSTRUCTION.

2. WHERE A PROPOSED UTILITY CROSSES AN EXISTING UTILITY, IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF SUCH EXISTING UTILITY THROUGHOUT THE PROJECT. IF AN ALTERNATIVE METHOD, REPORT INFORMATION TO THE ENGINEER PRIOR TO CONSTRUCTION.

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CLUB CARWASH SITE PLAN
LOT B, MEAD CROSSINGS AMENDMENT 2
CLUB CARWASH

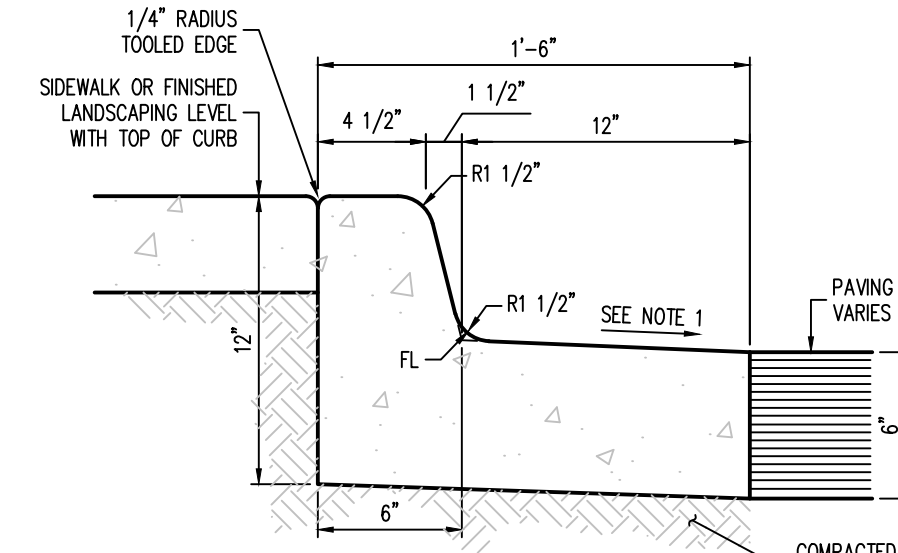
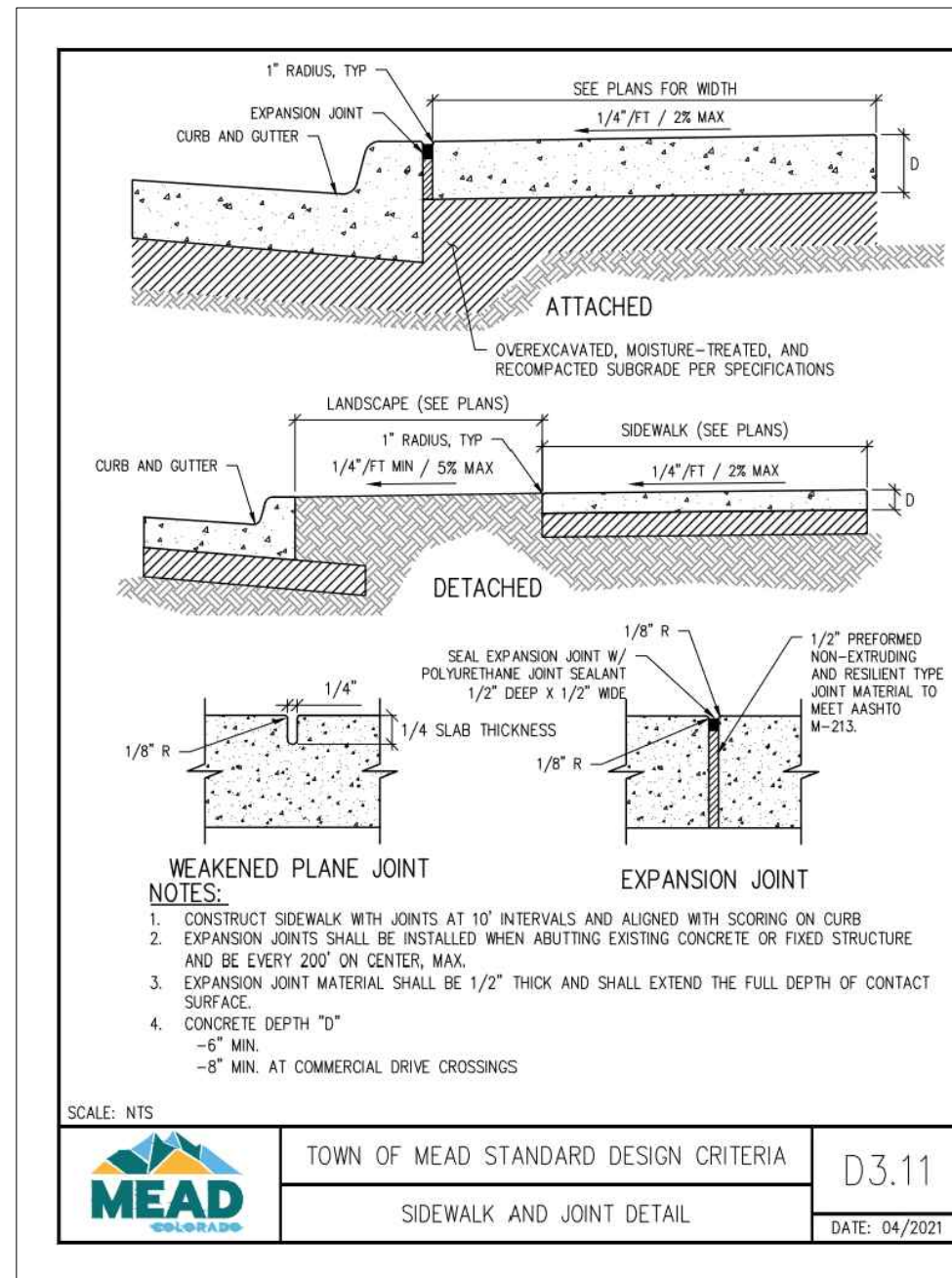
S.H. 66 & FOSTER RIDGE DR.
MEAD, COLORADO

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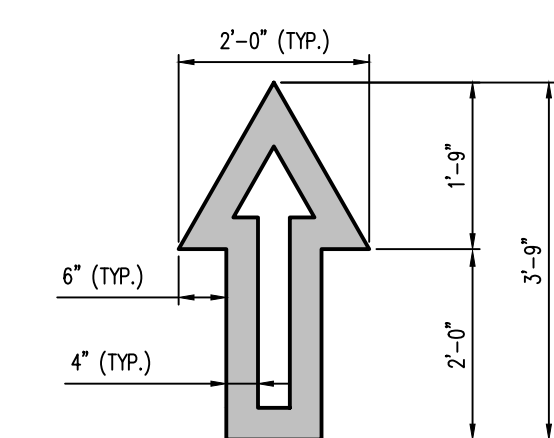
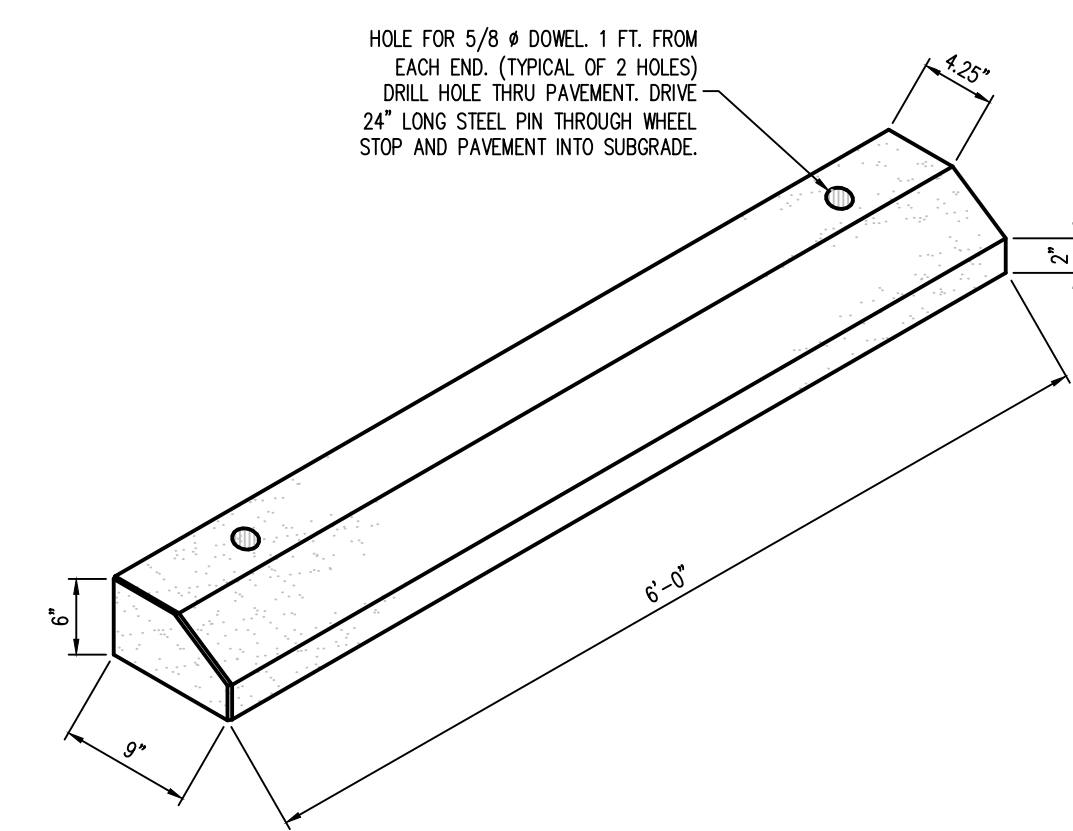
Project No:	CCW000005
Drawn By:	RDG
Checked By:	MJ
Date:	12/12/22

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of 23

LOCATED IN THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH P.M.,
TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO

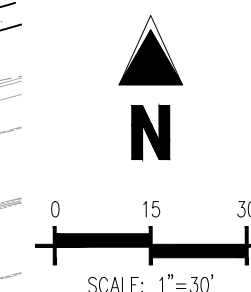


CATCH CURB AND 1' WIDE GUTTER (PRIVATE) SPILL CURB AND 1' WIDE GUTTER (PRIVATE)
 SCALE: 1 1/2" = 1'-0" SCALE: 1 1/2" = 1'-0"



WHEEL STOP DETAIL
NOT TO SCALE

LOCATED IN THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH P.M.,
TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO



- ① EXISTING STORM DRAIN LINE TO REMAIN
- ② EXISTING STORM DRAIN INLET TO REMAIN
- ③ EXISTING STORM DRAIN F.E.S. TO REMAIN
- ④ PROPOSED STORM DRAIN INLET
- ⑤ PROPOSED STORM DRAIN MANHOLE
- ⑥ PROPOSED STORM DRAIN LINE
- ⑦ PROPOSED 18" FLARED END SECTION
- ⑧ PROPOSED WATER QUALITY OUTLET STRUCTURE
- ⑨ PROPOSED WATER QUALITY POND
- ⑩ PROPOSED CROSSSPAN
- ⑪ PROPOSED RETAINING WALL (2' MAX HEIGHT)

—5400—	EXISTING MAJOR CONTOUR
—52—	EXISTING MINOR CONTOUR
—5465—	PROPOSED MAJOR CONTOUR
—60—	PROPOSED MINOR CONTOUR
—SD—	EXISTING STORM SEWER (LESS THAN 12"*)
—SD—	EXISTING STORM SEWER (12"*) AND LARGER)
—SD—	PROPOSED STORM SEWER (LESS THAN 12"*)
—SD—	PROPOSED STORM SEWER (12"*) AND LARGER)
— — — — —	PROPOSED RIDGE LINE
— — — — —	PROPOSED CATCH CURB & GUTTER
	PROPOSED SPILL CURB & GUTTER
⊕	EXISTING STORM SEWER MANHOLE
⊕	EXISTING STORM SEWER INLET
▶	EXISTING FLARED END SECTION (FES)
⊕	PROPOSED STORM DRAIN INLET
⊕	PROPOSED STORM DRAIN MANHOLE
⊕	PROPOSED STORM DRAIN F.E.S.
⊕	PROPOSED STORM DRAIN OUTLET STRUCTURE
15.00	PROPOSED SPOT ELEVATION
FF	FINISHED FLOOR
LP	LOW POINT
HP	HIGH POINT
TW	FINISHED GRADE AT TOP OF WALL
BW	FINISHED GRADE AT BOTTOM OF WALL

1. ALL SPOT GRADES SHOWN ARE TO FLOWLINE UNLESS OTHERWISE NOTED.
2. THE PROPOSED STORM SYSTEM AND STORMWATER DETENTION FACILITY ONSITE ARE PRIVATELY OWNED AND MAINTAINED.

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SOIL PREPARATION AND PAVEMENT DESIGN SHALL BE PER RECOMMENDATIONS FROM A GEOTECHNICAL REPORT PREPARED FOR THIS SITE AS FOLLOWS: GEOTECHNICAL ENGINEERING EXPLORATION AND ANALYSIS: PROPOSED CLUB CARWASH - MEAD

GEOTECHNICAL ENGINEER: SCI ENGINEERING, INC.
PROJECT NO: 2022-0754.10 DATE: AUGUST 2, 2022

THE CONTRACTOR MUST FULLY REVIEW THIS REPORT PRIOR TO CONSTRUCTION. INFORMATION IN THE GEOTECHNICAL REPORT SUPERSEDES ANY CONFLICTING INFORMATION CONTAINED IN THE CONSTRUCTION PLANS AND SPECIFICATIONS. REFER TO GENERAL STRUCTURAL NOTES FOR SPECIFIC SOIL PREPARATION AT SITE STRUCTURES.

UNLESS OTHERWISE NOTED, CONTRACTOR TO PROTECT LANDSCAPING IN PLACE AND REPLACE TO MATCH IF DISTURBED. CONTRACTOR TO CAP AND REINSTALL IRRIGATION AS NECESSARY TO MAINTAIN IRRIGATION TO EXISTING LANDSCAPING.

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811
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Call before you dig.

[illegible]

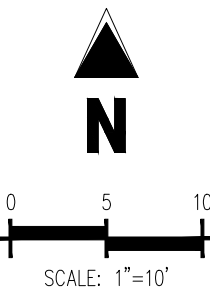
Project No:	CCW000005
Drawn By:	RDG
Checked By:	MJ
Date:	12/12/22

GRADING PLAN

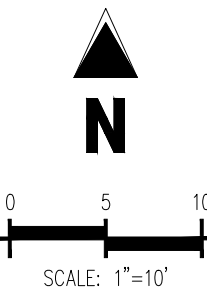
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LOT B, MEAD CROSSINGS AMENDMENT 2

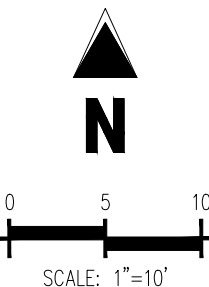
TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO



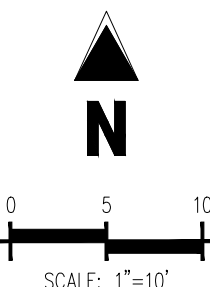
ENLARGEMENT A



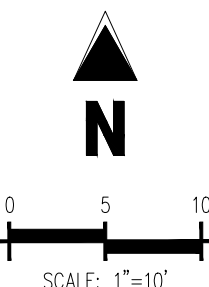
ENLARGEMENT C



ENLARGEMENT D



ENLARGEMENT B



ENLARGEMENT E

15.00	PROPOSED SPOT ELEVATION
FF	FINISHED FLOOR
LP	LOW POINT
HP	HIGH POINT
TW	FINISHED GRADE AT TOP OF WALL
BW	FINISHED GRADE AT BOTTOM OF WALL

ELEVATIONS ARE BASED ON NGS BENCHMARK - "M 329"
NAVD 88, ELEVATION = 5009.92'
"M 329" IS LOCATED & DESCRIBED AS FOLLOWS:
M 329 IS LOCATED 43 FEET EAST OF THE CENTER LINE OF WELD COUNTY ROAD 7, 9.5 FEET
SOUTHEAST OF THE EAST END OF THE SOUTH HEADWALL OF A 16 INCH PIPE CULVERT UNDER
THE HIGHWAY, 1.5' WEST OF A WITNESS POST, SET IN THE TOP OF A CONCRETE POST WHICH
PROJECTS 0.4 FOOT ABOVE THE GROUND, BENCH MARK 3-1/4" BRASS CAP.

BASIS OF BEARING

BEARINGS ARE BASED ON THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, IN WHICH THE NORTH LINE OF LOT 1A, MEAD CROSSING BEARS N 88°26'15" E, A DISTANCE OF 341.21', MONUMENTED AT THE WEST END BY NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP, STAMPED "PLS 31156" AND AT THE EAST END BY A 1/2" ROD WITH 3-1/2" ALUMINUM CAP, STAMPED "ROW MON. NO. 6056, LS 25381" WITH ALL OTHER BEARINGS RELATIVE THERETO.

UNLESS OTHERWISE NOTED, CONTRACTOR TO PROTECT LANDSCAPING IN PLACE AND REPLACE TO MATCH IF DISTURBED. CONTRACTOR TO CAP AND REINSTALL IRRIGATION AS NECESSARY. MAINTAIN IRRIGATION TO EXISTING LANDSCAPING.

NOTE: CONTRACTOR MUST COORDINATE WORK WITH UTILITY COMPANY AND CITY PRIOR TO BEGINNING WORK AND IS RESPONSIBLE FOR ALL MATERIALS, LABOR, REPAIRS, ETC. TO COMPLETE WORK AND RESTORE AREA TO SAME STATE PRIOR TO STARTING WORK

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1. ALL UTILITY LOCATIONS SHOWN ARE BASED ON MAPS PROVIDED BY THE APPROPRIATE UTILITY COMPANY AND FIELD SURVEY EVIDENCE AT THE TIME OF SURVEY AND IS TO BE CONSIDERED AN APPROXIMATE LOCATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE LOCATION OF ALL UTILITIES, PUBLIC OR PRIVATE, WHETHER SHOWN ON THE PLANS OR NOT, PRIOR TO CONSTRUCTION. REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO CONSTRUCTION.
2. WHERE A PROPOSED UTILITY CROSSES AN EXISTING UTILITY, IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF SUCH EXISTING UTILITY, EITHER THROUGH POT-HOLING OR ALTERNATIVE METHOD. REPORT INFORMATION TO THE ENGINEER PRIOR TO CONSTRUCTION.

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CLUB CARWASH SITE PLAN
LOT B, MEAD CROSSINGS AMENDMENT 2
CLUB CARWASH

S.H. 66 & FOSTER RIDGE DR.
MEAD, COLORADO

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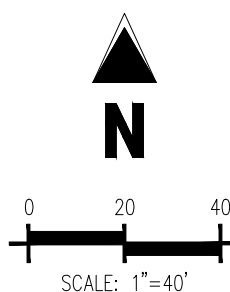
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Drawn By:	RDG
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Date:	12/12/22

GRADING DETAILS

C2.2

LOT B, MEAD CROSSINGS AMENDMENT 2

TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO



1. INSTALL CONTROL MEAS

- BMP MAINTENANCE NOTE: ALL EROSION AND SEDIMENT CONTROL PRACTICES AND OTHER PROTECTIVE MEASURES IDENTIFIED IN THE SWMP MUST BE MAINTAINED IN EFFECTIVE OPERATING CONDITION. PROPER SELECTION AND INSTALLATION OF BMP'S AND IMPLEMENTATION OF COMPREHENSIVE INSPECTION AND MAINTENANCE PROCEDURES IN ACCORDANCE WITH THE SWMP, SHOULD BE ADEQUATE TO MEET THIS CONDITION. BMP'S THAT ARE NOT ADEQUATELY MAINTAINED IN ACCORDANCE WITH GOOD ENGINEERING, HYDROLOGIC AND POLLUTION CONTROL PRACTICES, INCLUDING REMOVAL OF COLLECTED SEDIMENT OUTSIDE THE ACCEPTABLE TOLERANCES OF THE BMP'S, ARE CONSIDERED TO BE NO LONGER OPERATING EFFECTIVELY AND MUST BE ADDRESSED.

— — — — 5460 — — — — E

- NOTE:**
- THE PLAN SHALL NOT SUBSTANTIALLY CHANGE THE DEPTH OF COVER, OR ACCESS TO UTILITY FACILITIES. ADDITIONALLY, THE PLAN SHALL NOT INCREASE OR DIVERT WATER TOWARDS UTILITY FACILITIES. ANY CHANGES TO UTILITY FACILITIES TO ACCOMMODATE THE PLAN, MUST BE DISCUSSED AND AGREED TO BY THE AFFECTED UTILITY PRIOR TO IMPLEMENTING THE PLAN. THE RESULTING COST TO RELOCATE OR PROTECT UTILITIES, OR PROVIDE INTERIM ACCESS IS AT THE EXPENSE OF THE PLAN APPLICANT.

TOTAL AREA DISTURBED:
CUT:

BENCHMARK

M 329 IS LOCATED 43 FEET EAST OF THE CENTER LINE OF WELD COUNTY ROAD 7, 9.5 FEET SOUTHEAST OF THE EAST END OF THE SOUTH HEADWALL OF A 16 INCH PIPE CULVERT UNDER THE HIGHWAY, 1.5' WEST OF A WITNESS POST, SET IN THE TOP OF A CONCRETE POST WHICH PROJECTS 0.4 FOOT ABOVE THE GROUND. BENCH MARK 3-1/4" BRASS CAP.

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Project No:	CCW000005
Drawn By:	RDG
Checked By:	MJ
Date:	12/12/22

C3.1

LOT B, MEAD CROSSINGS AMENDMENT 2

1. THE CONTRACTOR AND/OR AUTHORIZED AGENTS SHALL REMOVE ALL SEDIMENT, MUD, CONSTRUCTION DEBRIS, OR OTHER POTENTIAL POLLUTANTS THAT MAY HAVE BEEN DISCHARGED TO OR ACCUMULATE IN, THE FLOW LINES AND PUBLIC RIGHTS OF WAY OF BOWEN CREEK AS A RESULT OF THIS PROJECT. THE REMOVAL OF SUCH MATERIAL FROM THIS SITE DEVELOPMENT OR CONSTRUCTION PROJECT, SAYS REMOVAL SHALL BE CONDUCTED IN A TIMELY MANNER.
2. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES MAY BE REQUIRED OF THE OWNER AND HIS OR HER AGENTS DUE TO UNFORESEEN EROSION PROBLEMS OR IF THE SUBMITTER'S OWN DESIGN OR CONSTRUCTION IS INTERFERED. THE REQUIREMENTS OF THIS PLAN SHALL BE THE OBLIGATION OF THE PERMIT HOLDER UNIL SUCH TIME AS THE PLAN IS PROPERLY COMPLETED AND THE PERMIT IS RELINQUISHED.
3. THE CONTRACTOR SHALL PREVENT SEDIMENT, DEBRIS AND ALL OTHER POLLUTANTS FROM ENTERING THE STORM SEWER SYSTEM DURING ALL DEMOLITION, EXCAVATION, TRENCHING, SLOTTING, GRADING OR OTHER CONSTRUCTION OPERATIONS THAT ARE PART OF THIS PROJECT. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR REMEDIATION OF ANY ADVERSE IMPACTS TO ADJACENT WATERWAYS, WETLANDS, ETC., RESULTING FROM WORK DONE AS PART OF THIS PROJECT.
4. THE CONTRACTOR SHALL LOCATE, INSTALL, AND MAINTAIN ALL EROSION CONTROL AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES AS INDICATED IN THE APPROVED STORMWATER MANAGEMENT PLAN.
5. THE DEVELOPER, GENERAL CONTRACTOR, GRADING CONTRACTOR AND/OR THEIR AUTHORIZED AGENTS SHALL INSURE THAT ALL LOADS OF CUT AND FILL MATERIAL IMPORTED TO OR EXPORTED FROM THIS SITE SHALL BE PROPERLY COVERED TO PREVENT LOSS OF THE MATERIAL DURING TRANSPORT ON PUBLIC RIGHTS OF WAY.
6. SOILS THAT WILL BE STOCKPILED FOR MORE THAN 30 DAYS SHALL BE PROTECTED FROM EROSION BY COVERING WITH A MINIMUM OF 18 INCHES OF TOP SOIL. STOCKPILES ARE LOCATED WITHIN 100 FEET OF A DRAINAGEWAY, ADDITIONAL SEDIMENT CONTROLS SUCH AS TEMPORARY Dikes OR SILT FENCE SHALL BE REQUIRED.
7. APPROVED EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES SHALL BE MAINTAINED AND KEPT IN GOOD REPAIR OF THE DURATION OF THIS PROJECT. ACCUMULATED SEDIMENT SHALL BE REMOVED AND REPAIRED AS SOON AS WHEN THE SEDIMENT OR DEBRIS ADVERSELY IMPAIRS THE FUNCTIONING OF THE CONTROL.
8. CONTRACTOR MAY SUBSTITUTE ROCK SOCKS (RS) FOR SEDIMENT CONTROL LOGS (SCL) A PERMITTER CONTROL, DEPENDING ON SITE CONDITIONS.

ALL EROSION AND SEDIMENT CONTROL PRACTICES AND OTHER PROTECTIVE MEASURES IDENTIFIED IN THE SWMP MUST BE MAINTAINED IN EFFECTIVE OPERATING CONDITION. PROPER SELECTION AND INSTALLATION OF BMP'S AND IMPLEMENTATION OF COMPREHENSIVE INSPECTION AND MAINTENANCE PROCEDURES IN ACCORDANCE WITH THE SWMP, SHOULD BE ADEQUATE TO MEET THIS CONDITION. BMP'S THAT ARE NOT ADEQUATELY MAINTAINED IN ACCORDANCE WITH GOOD ENGINEERING, HYDROLOGIC AND POLLUTION CONTROL PRACTICES, INCLUDING REMOVAL OF COLLECTED SEDIMENT OUTSIDE THE ACCEPTABLE TOLERANCES OF THE BMP'S, ARE CONSIDERED TO BE NO LONGER OPERATING EFFECTIVELY AND MUST BE ADDRESSED.

	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	PROPOSED MAJOR CONTOUR
	PROPOSED MINOR CONTOUR
	EXISTING STORM SEWER (LESS THAN 12")
	EXISTING STORM SEWER (12" AND LARGER)
	PROPOSED STORM SEWER (LESS THAN 12")
	PROPOSED STORM SEWER (12" AND LARGER)
	PROPOSED RIDGE LINE
	INITIAL SWALE LINE
	FLOW ARROW
	LS PERMANENT LANDSCAPING
	LOD LIMITS OF DISTURBANCE
	SM SEED AND MULCH
	IPS SUMP INLET PROTECTION (IP-3)
	IPO ON-GRADE INLET PROTECTION (IP-4)
	SC PROPOSED SAWCUT LINE
	ECB COMPOST BLANKET (APPROXIMATE)
	CD CHECK DAM
	RR RIPRAP

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NOTE: REFERENCE LANDSCAPE PLAN, SHEET L1.1 FOR LOCATION AND TYPE OF LANDSCAPING MATERIAL

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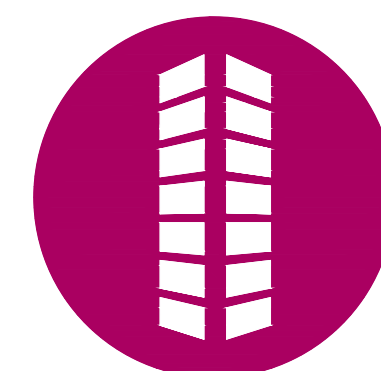
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CLUB CARWASH SITE PLAN
LOT B, MEAD CROSSINGS AMENDMENT 2
CLUB CARWASH

S.H. 66 & FOSTER RIDGE DR.
MEAD, COLORADO

[illegible]

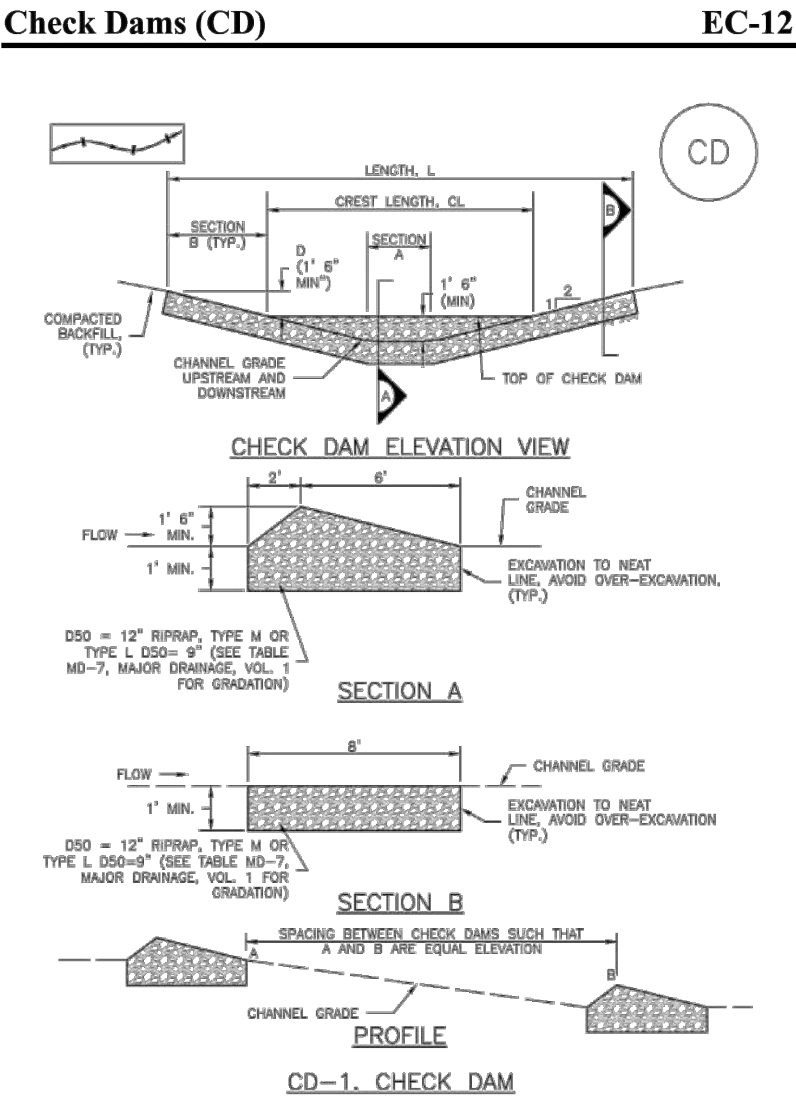
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Drawn By:	RDG
Checked By:	MJ
Date:	12/12/22

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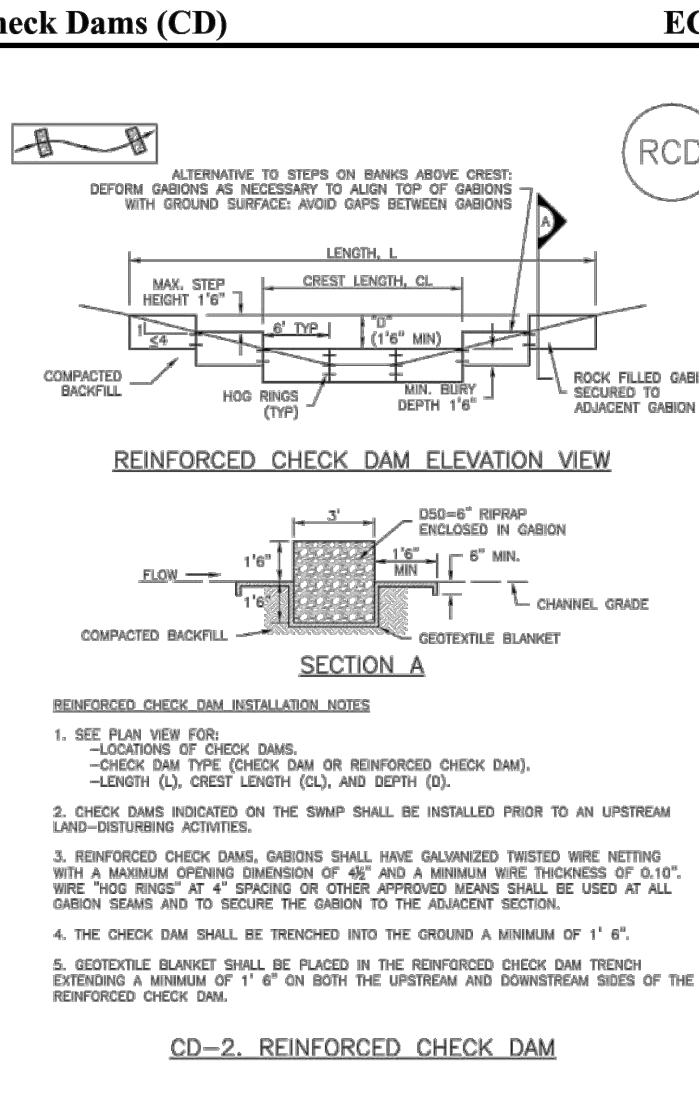
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LOT B, MEAD CROSSINGS AMENDMENT 2

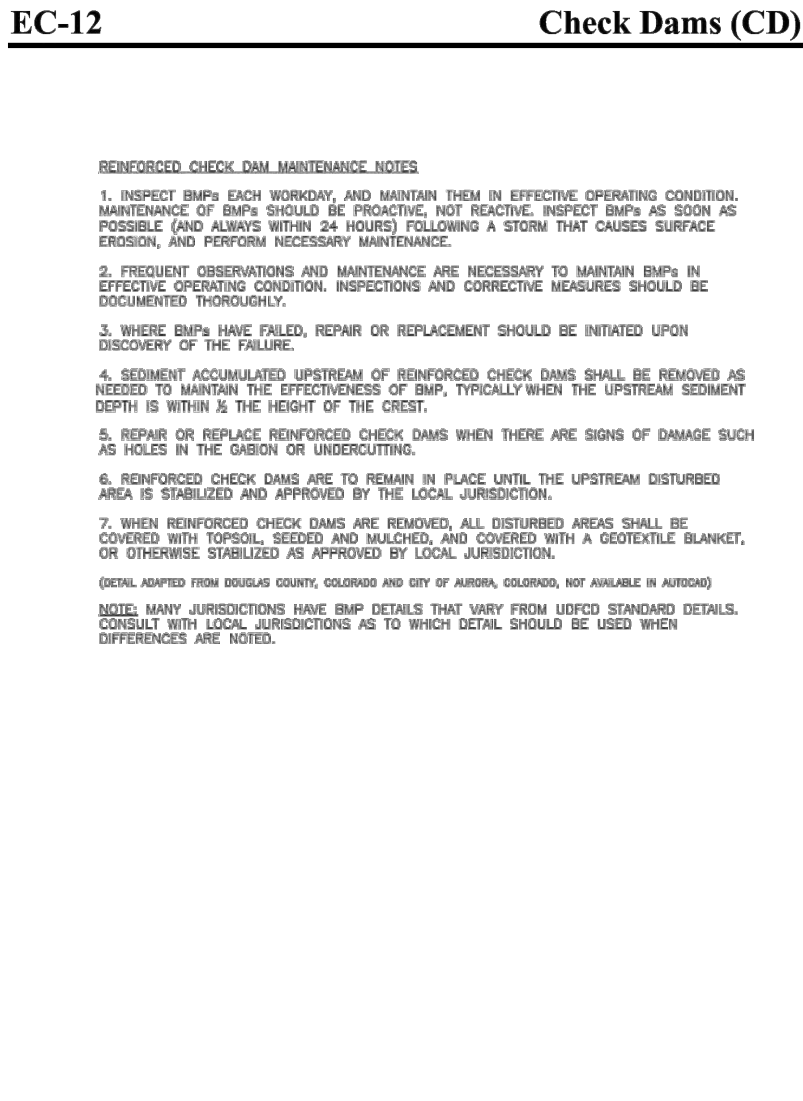
TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO



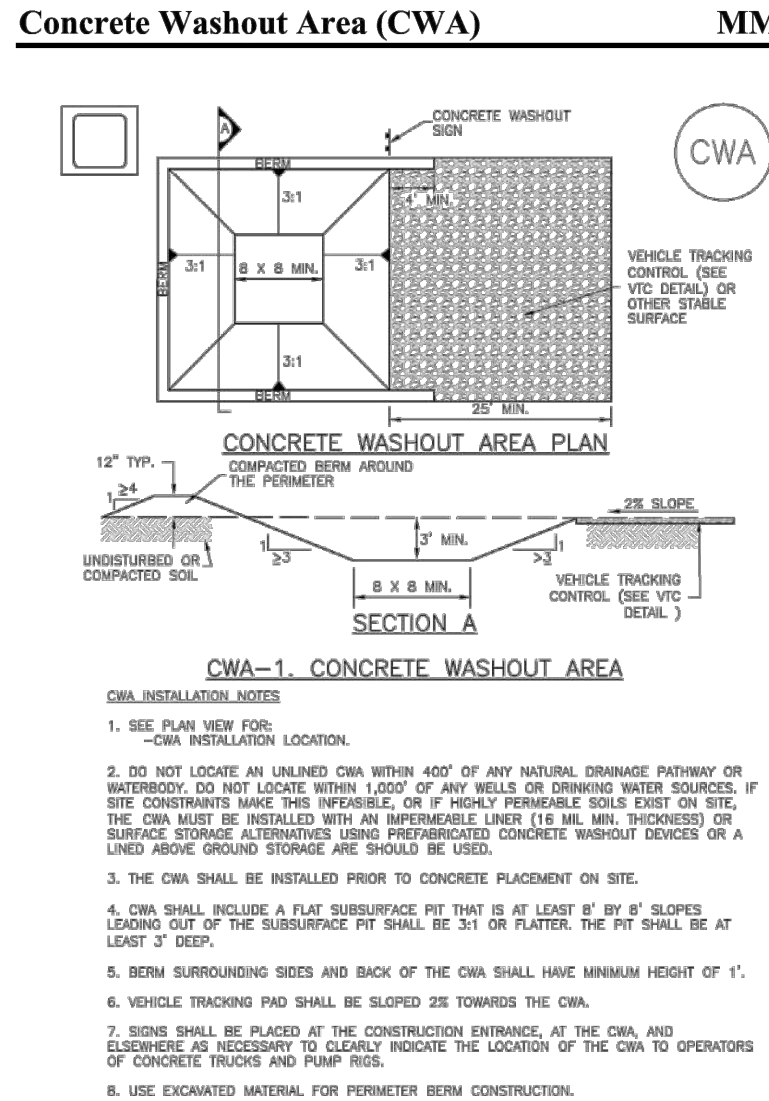
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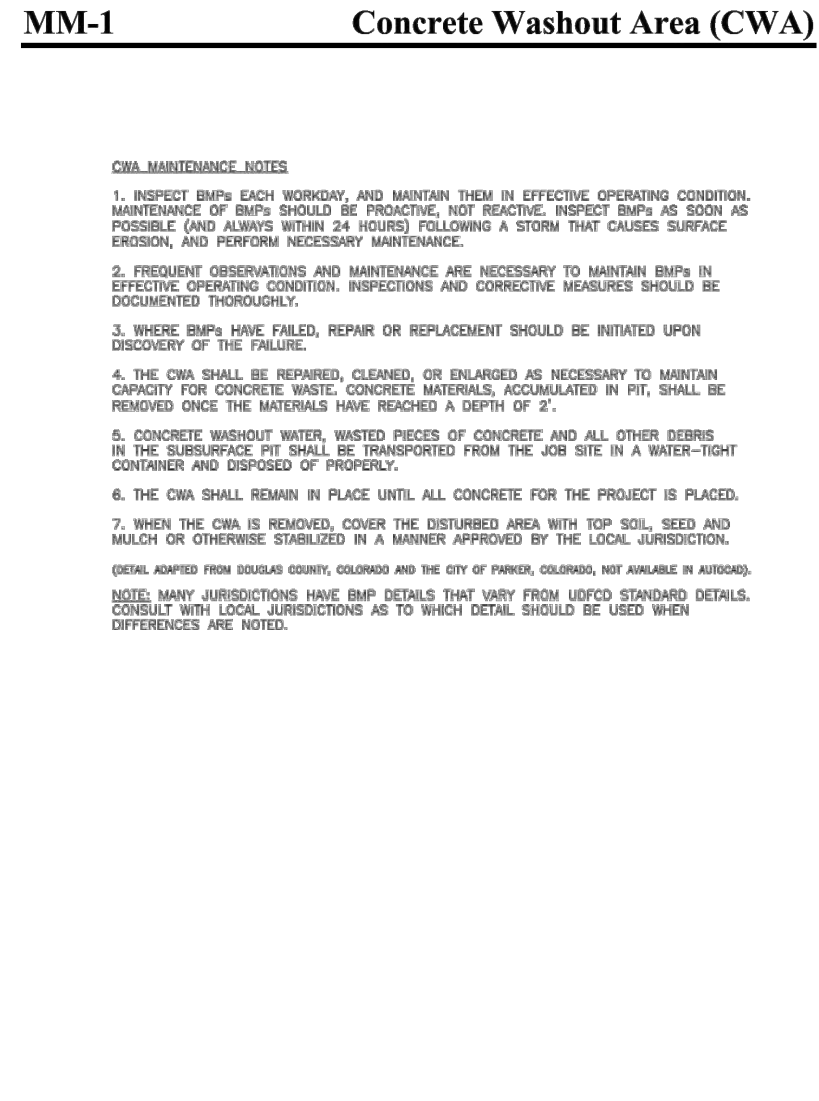
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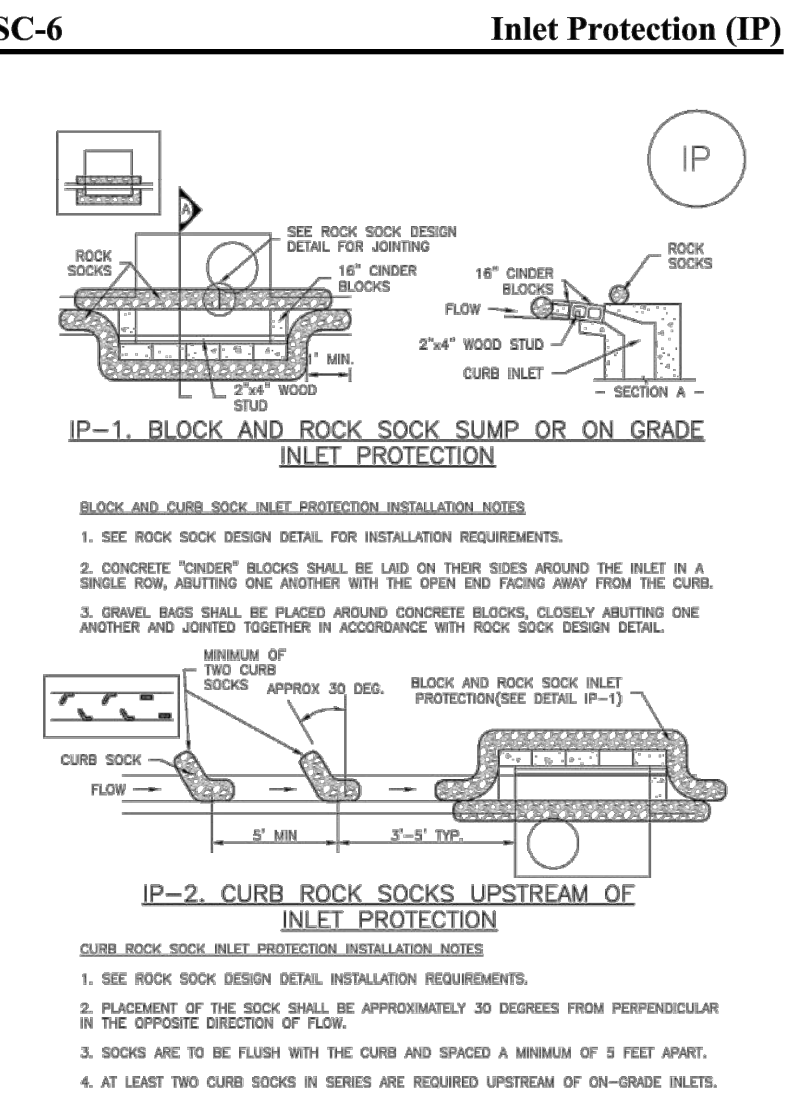
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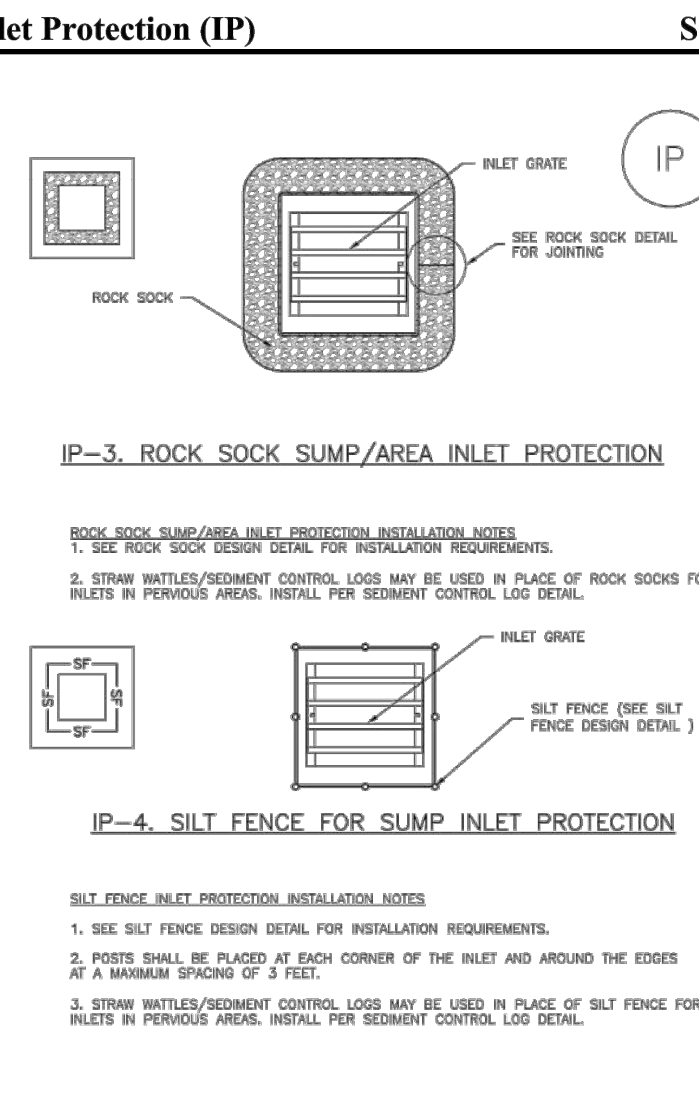
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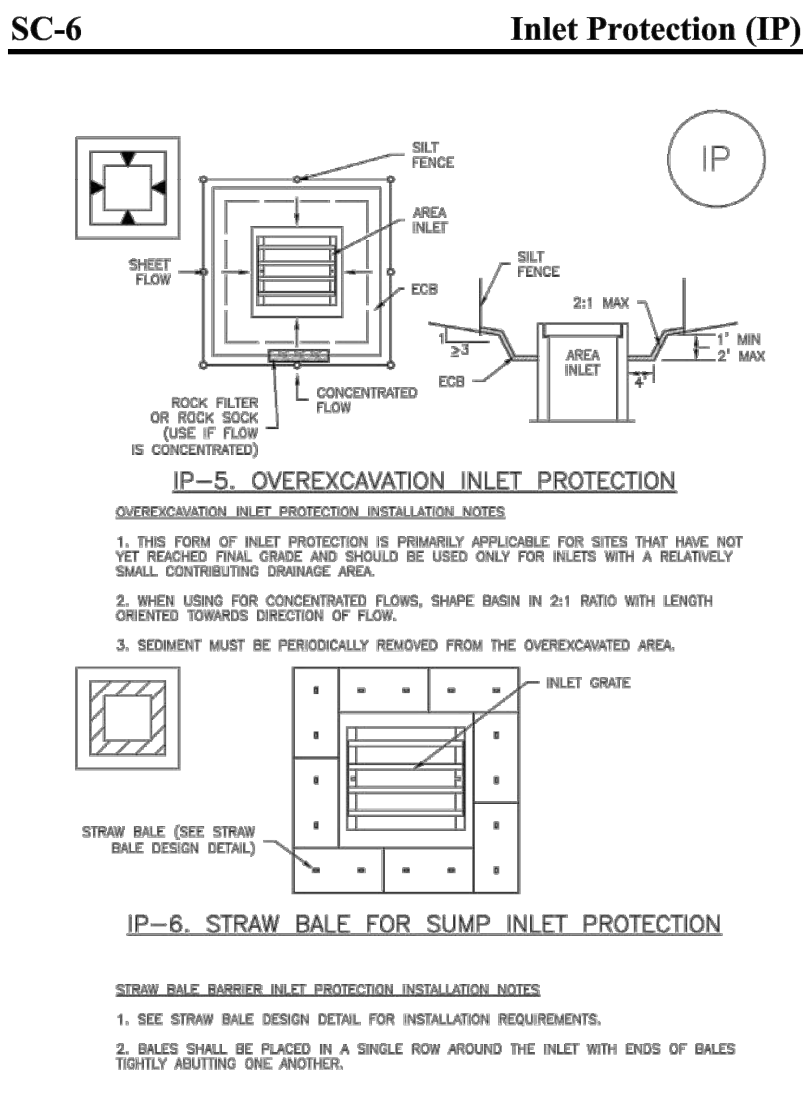
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November 2010



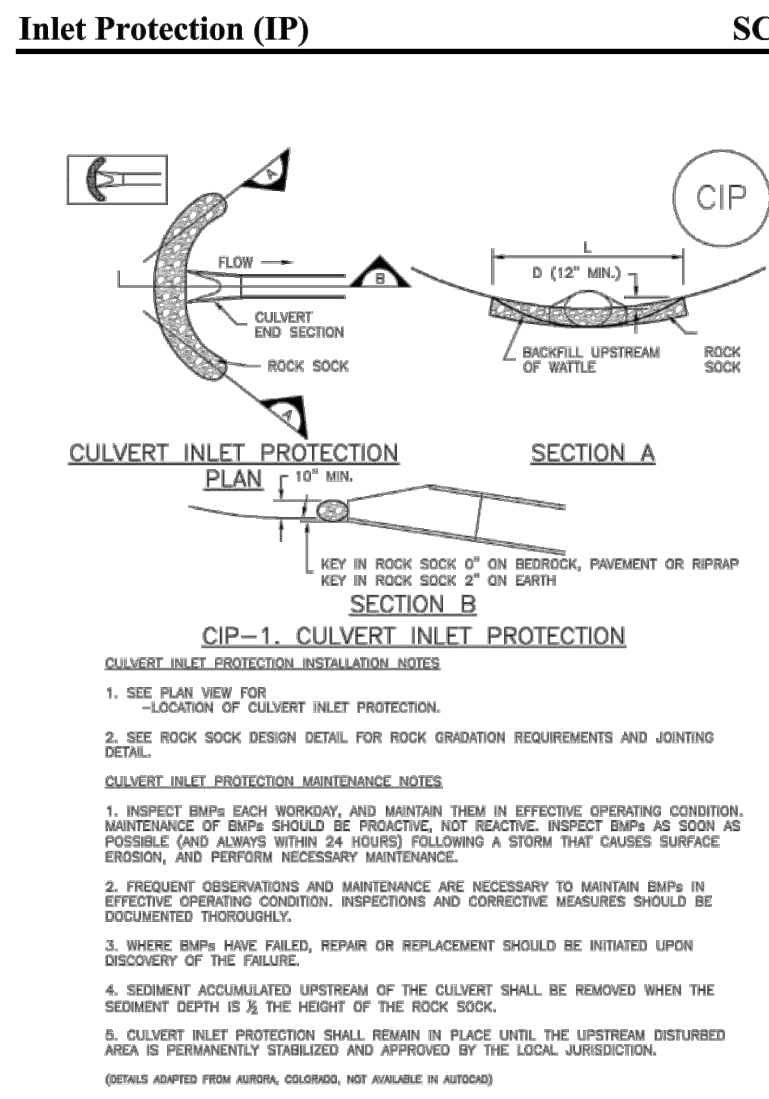
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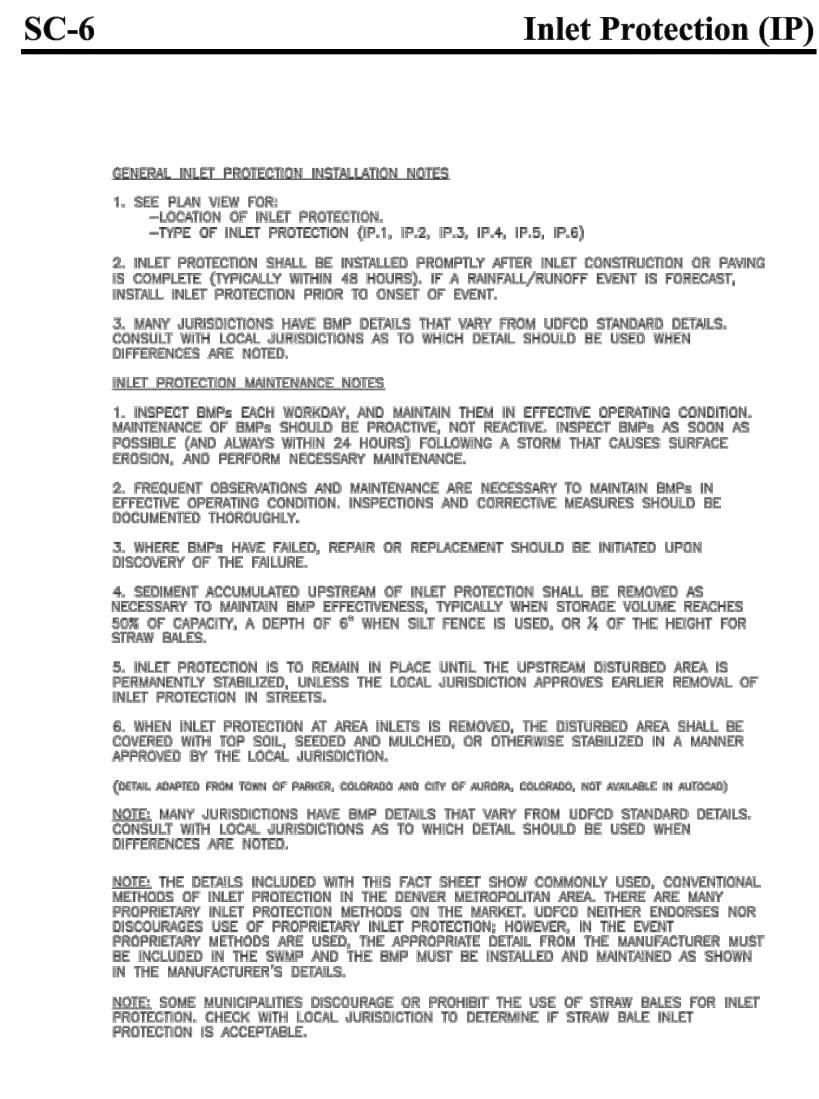
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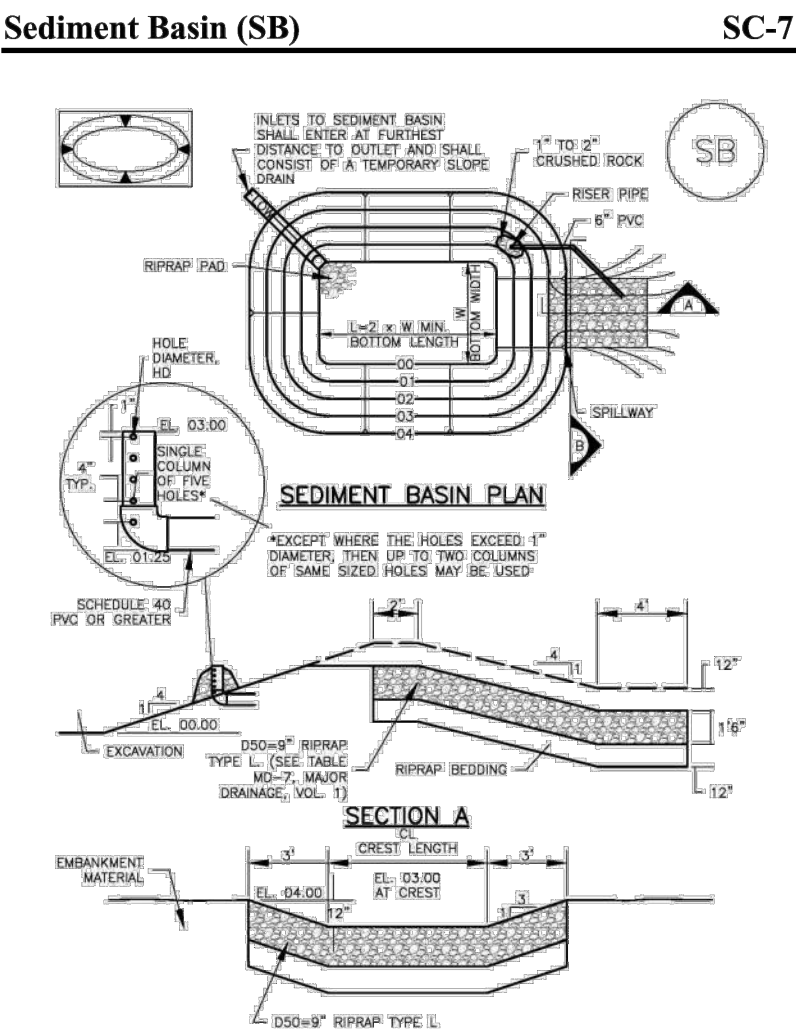


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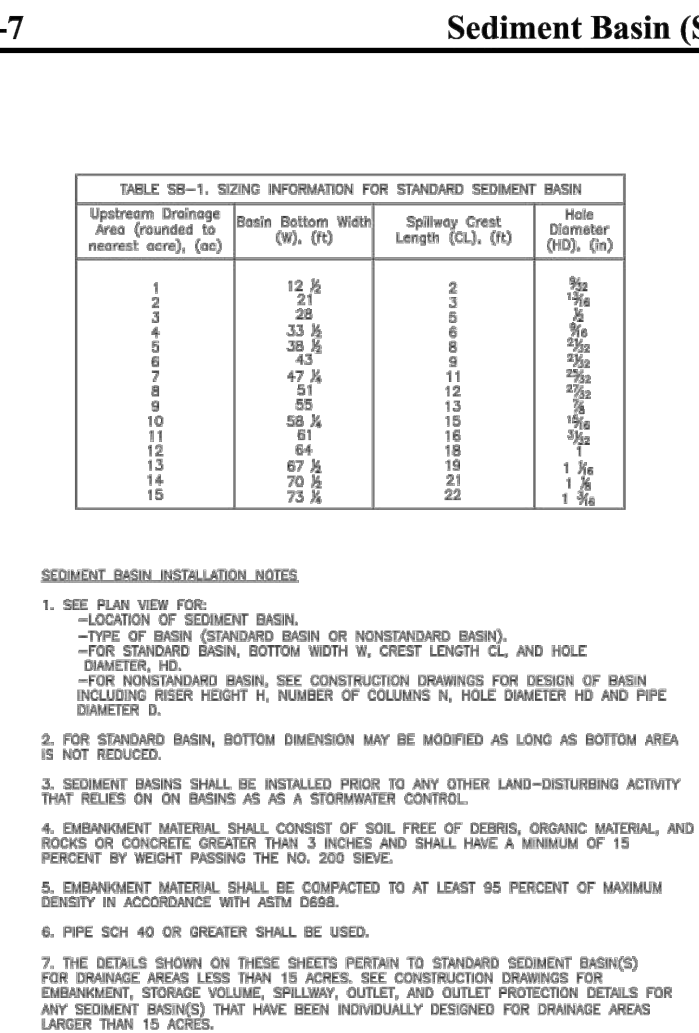


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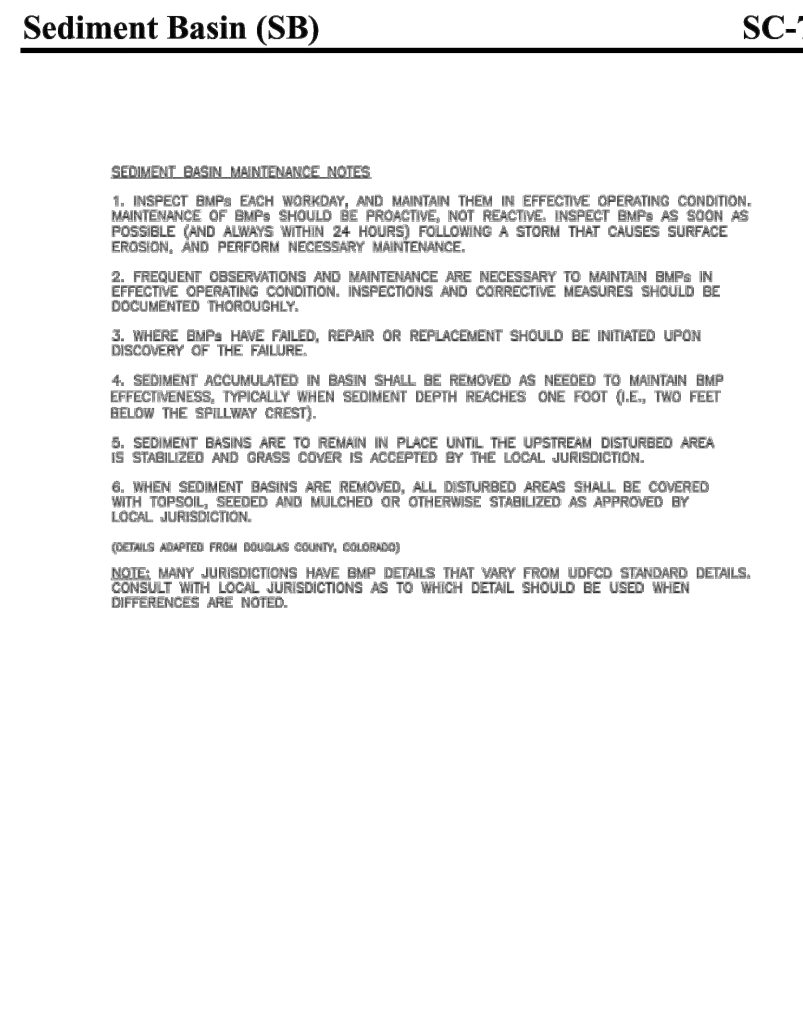
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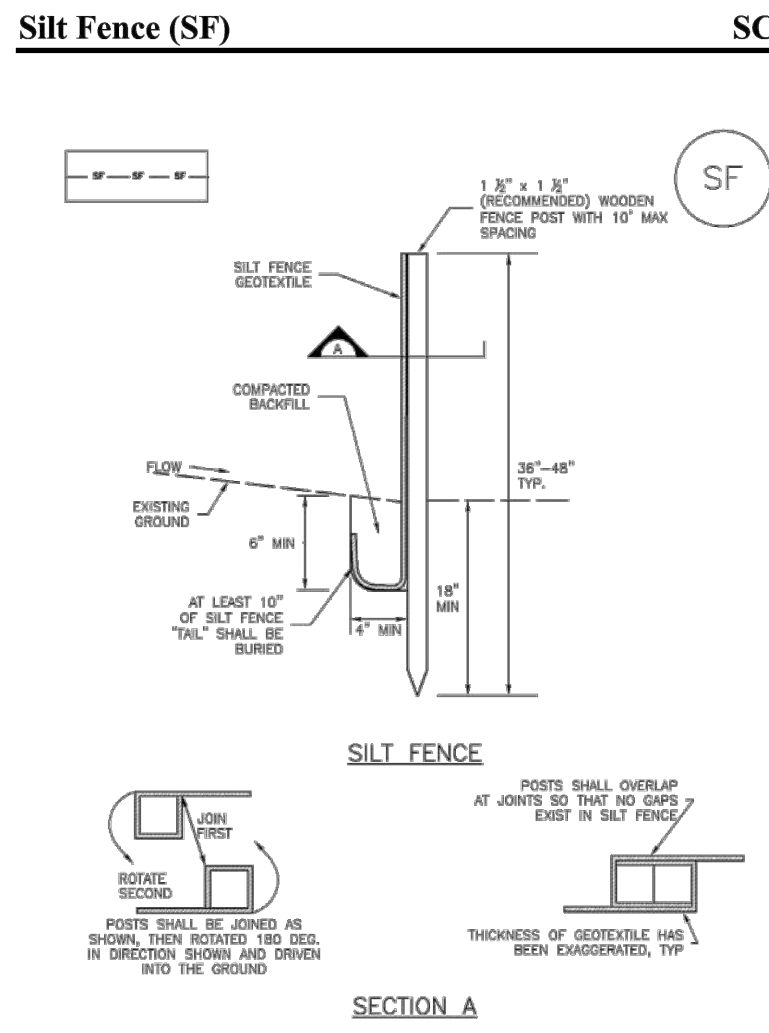
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SB-5



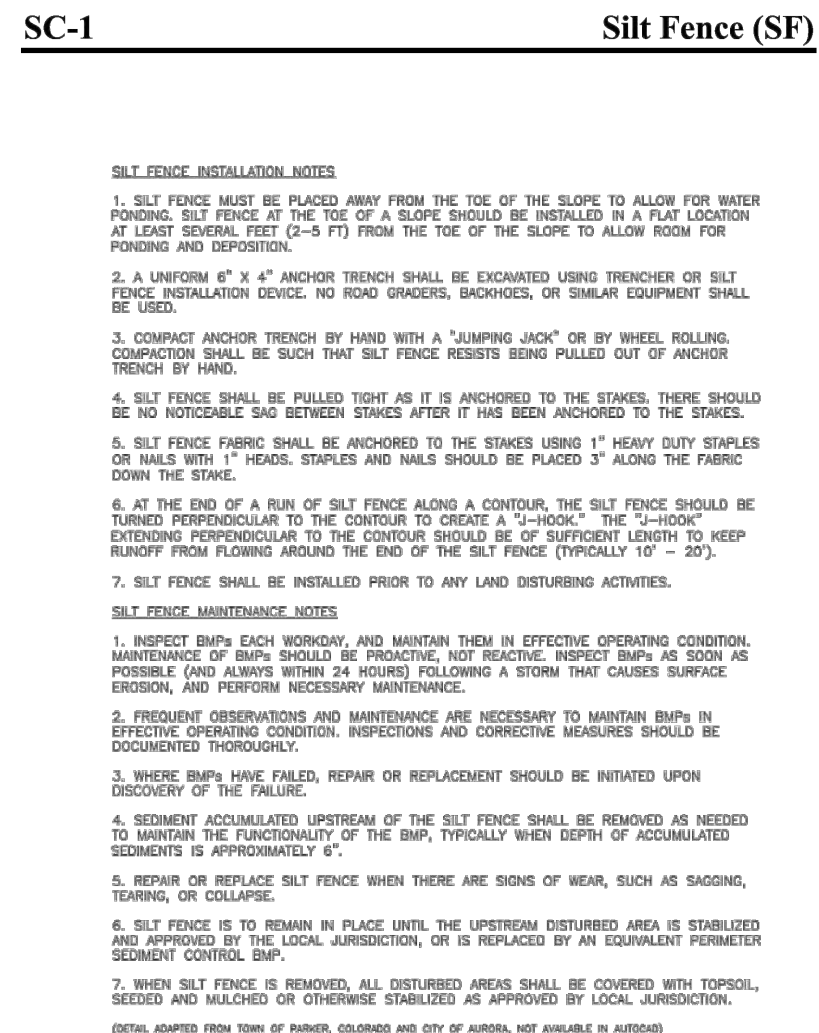
SB-6	Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual Volume 3	August 2013
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August 2013
Urban Drainage and Flood Control District
Urban Storm Drainage Criteria Manual Volume 3
SB-7



November 2010 Urban Drainage and Flood Control District SF-3
Urban Storm Drainage Criteria Manual Volume 3



SF-4
Urban Drainage and Flood Control District
Urban Storm Drainage Criteria Manual Volume 3
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LOT B, MEAD CROSSINGS AMENDMENT 2
CLUB CARWASH

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MEAD, COLORADO

[illegible]

Project No:	CCW000005
Drawn By:	RDG
Checked By:	MJ
Date:	12/12/22

EROSION CONTROL PLAN - DETAILS

C3.3

LOT B, MEAD CROSSINGS AMENDMENT 2



- ## UTILITY LEGEND

- NOTE: ALL UTILITIES ARE PRIVATE UNLESS OTHERWISE NOTED

BENCHMARK

ELEVATIONS ARE BASED ON NGS BENCHMARK - "M 329"
NAVD 88, ELEVATION = 5009.92'
"M 329" IS LOCATED & DESCRIBED AS FOLLOWS:

M 329 IS LOCATED 43 FEET EAST OF THE CENTER LINE OF WELD COUNTY ROAD 7, 9.5 FEET SOUTHEAST OF THE EAST END OF THE SOUTH HEADWALL OF A 16 INCH PIPE CULVERT UNDER THE HIGHWAY, 1.5' WEST OF A WITNESS POST, SET IN THE TOP OF A CONCRETE POST WHICH PROJECTS 0.4 FOOT ABOVE THE GROUND, BENCH MARK 3-1/4" BRASS CAP.

BASIS OF BEARING

BEARINGS ARE BASED ON THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, WHICH THE NORTH LINE OF LOT 1A, MEAD CROSSING BEARS N 88°26'15" E, A DISTANCE OF 341.21', MONUMENTED AT THE WEST END BY NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP, STAMPED "PLS 31156" AND AT THE EAST END BY A 1/2" ROD WITH 3-1/2" ALUMINUM CAP STAMPED "ROW MON. NO. 6056, LS 25381" WITH ALL OTHER BEARINGS RELATIVE THERETO.

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SURVEYOR TO OBTAIN AUTOCAD FILE FROM ENGINEER AND VERIFY ALL HORIZONTAL CONTROL DIMENSIONING PRIOR TO CONSTRUCTION STAKING. SURVEYOR MUST VERIFY ALL BENCHMARK BASIS OF BEARING AND DATUM INFORMATION TO ENSURE IMPROVEMENTS WILL BE AT THE SAME HORIZONTAL AND VERTICAL LOCATIONS SHOWN ON THE DESIGN CONSTRUCTION DRAWINGS. PRIOR TO CONSTRUCTION STAKING ANY DISCREPANCY MUST BE REPORTED TO OWNER AND ENGINEER PRIOR TO CONTINUATION OF ANY FURTHER STAKING OR CONSTRUCTION WORK.

CAUTION – NOTICE TO CONTRACTOR

- 

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CLUB CARWASH SITE PLAN
LOT B, MEAD CROSSINGS AMENDMENT 2
CLUB CARWASH

S.H. 66 & FOSTER RIDGE DR.
MEAD, COLORADO

[illegible]

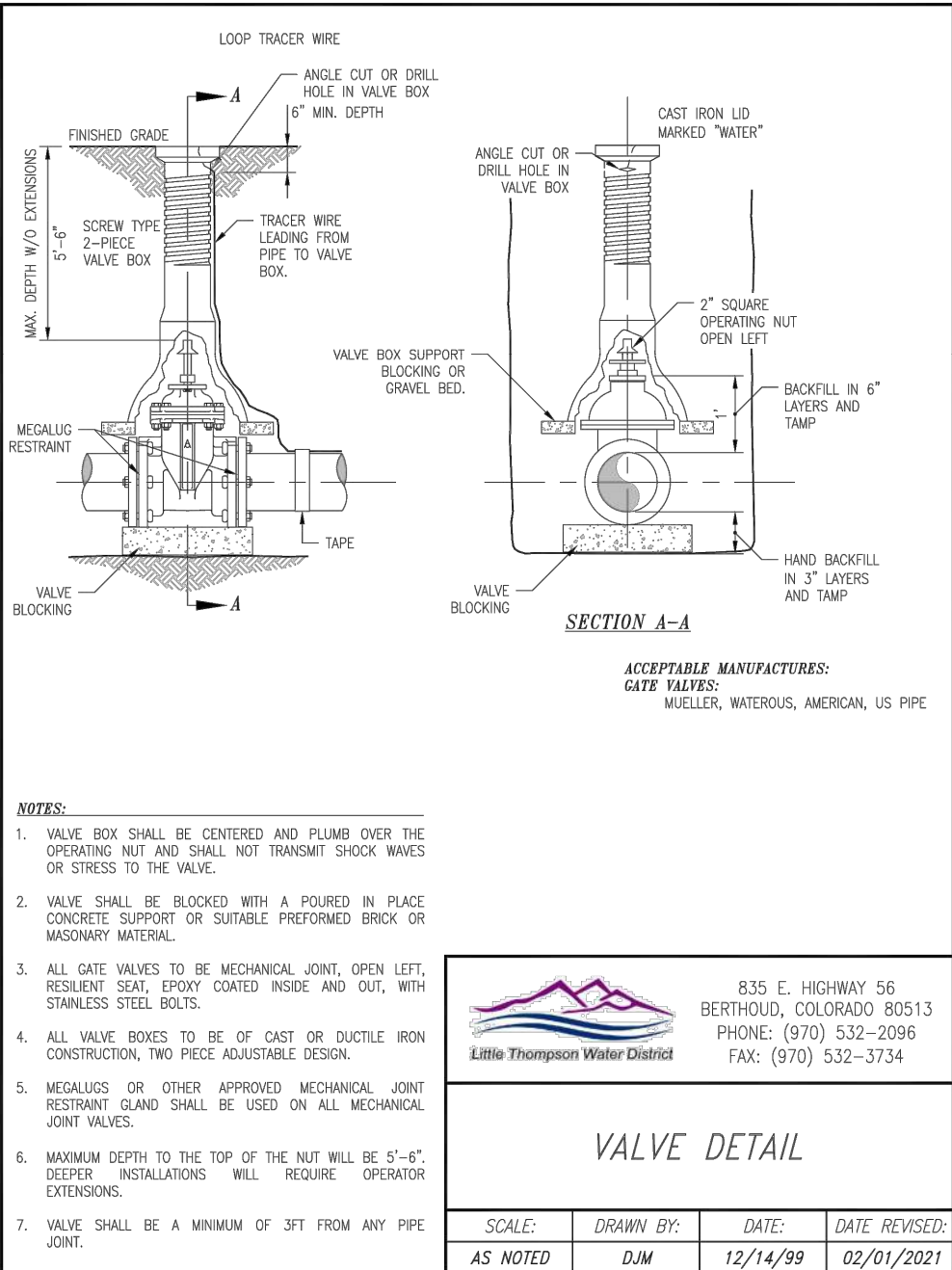
Project No:	CCW000005
Drawn By:	RDG
Checked By:	MJ
Date:	12/12/22

UTILITY PLAN

C4.1

LOT B, MEAD CROSSINGS AMENDMENT 2

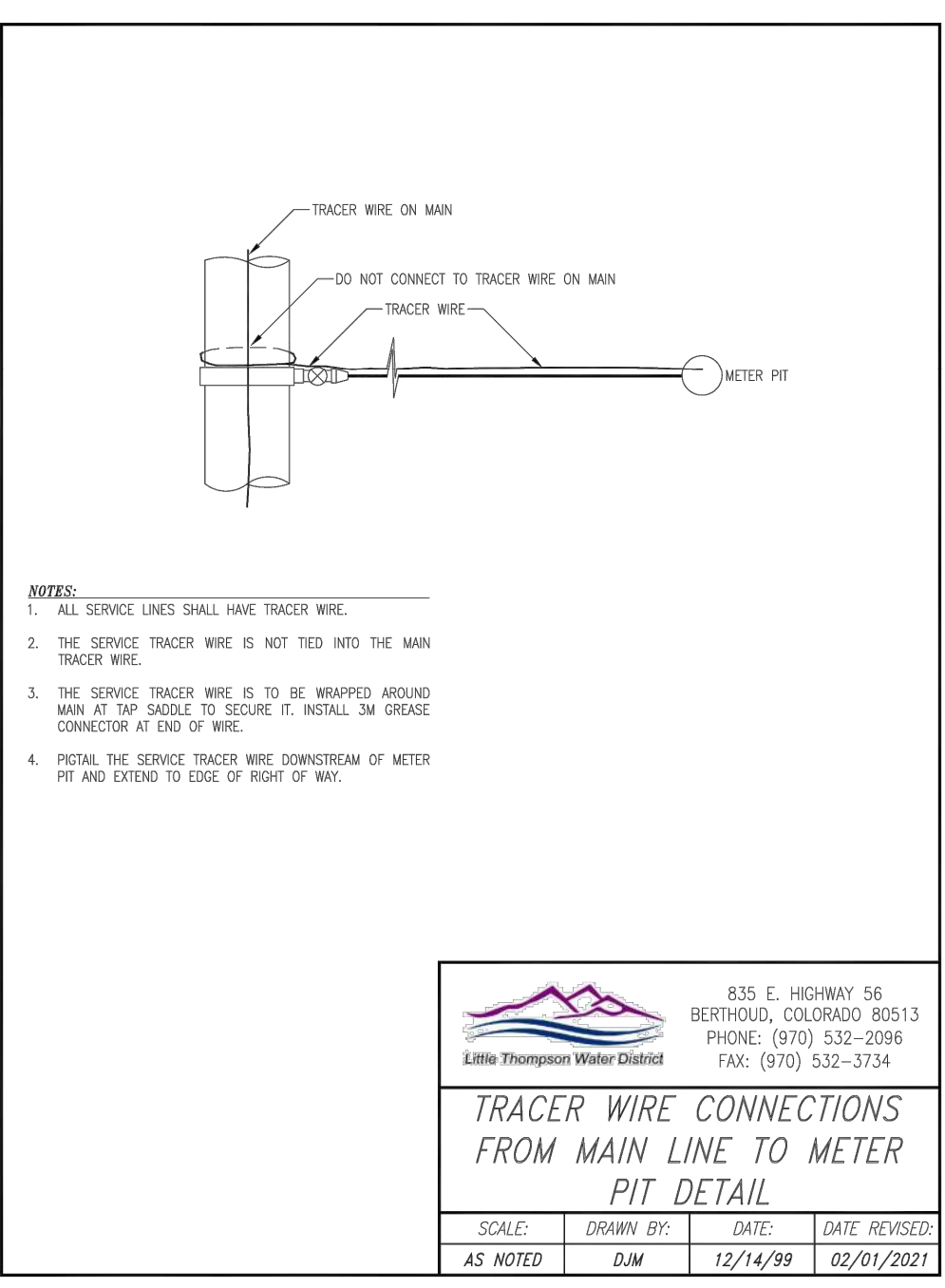
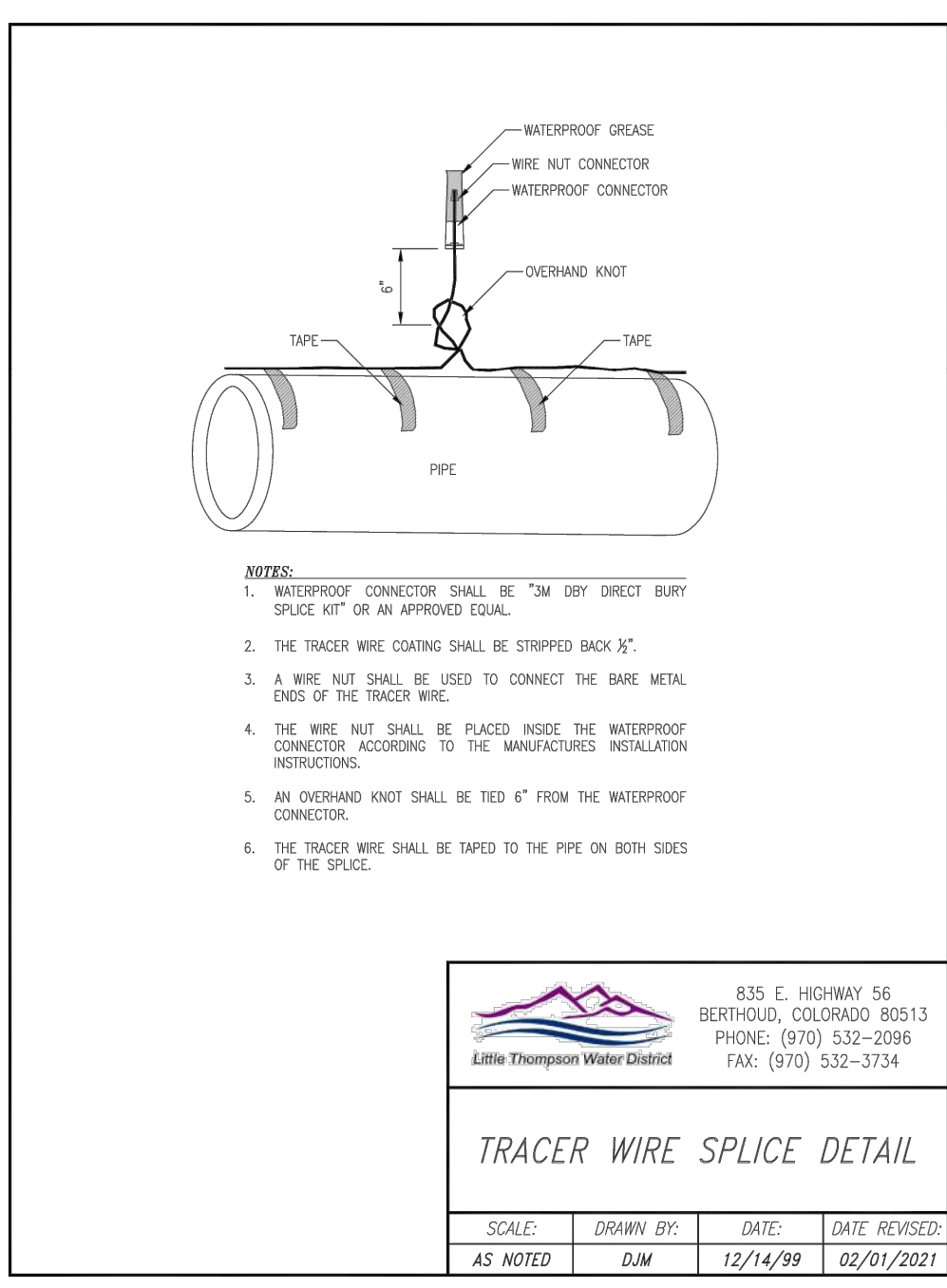
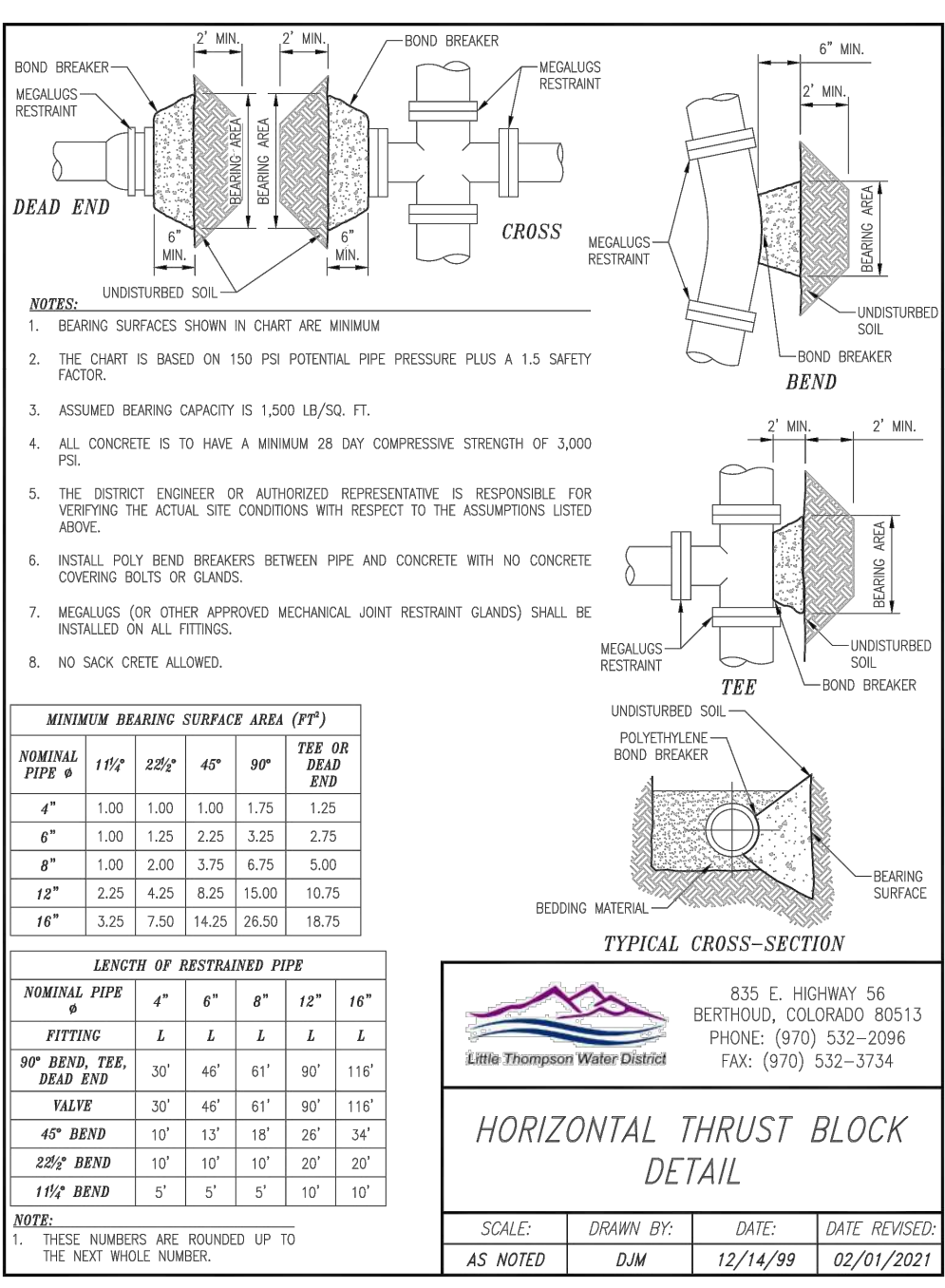
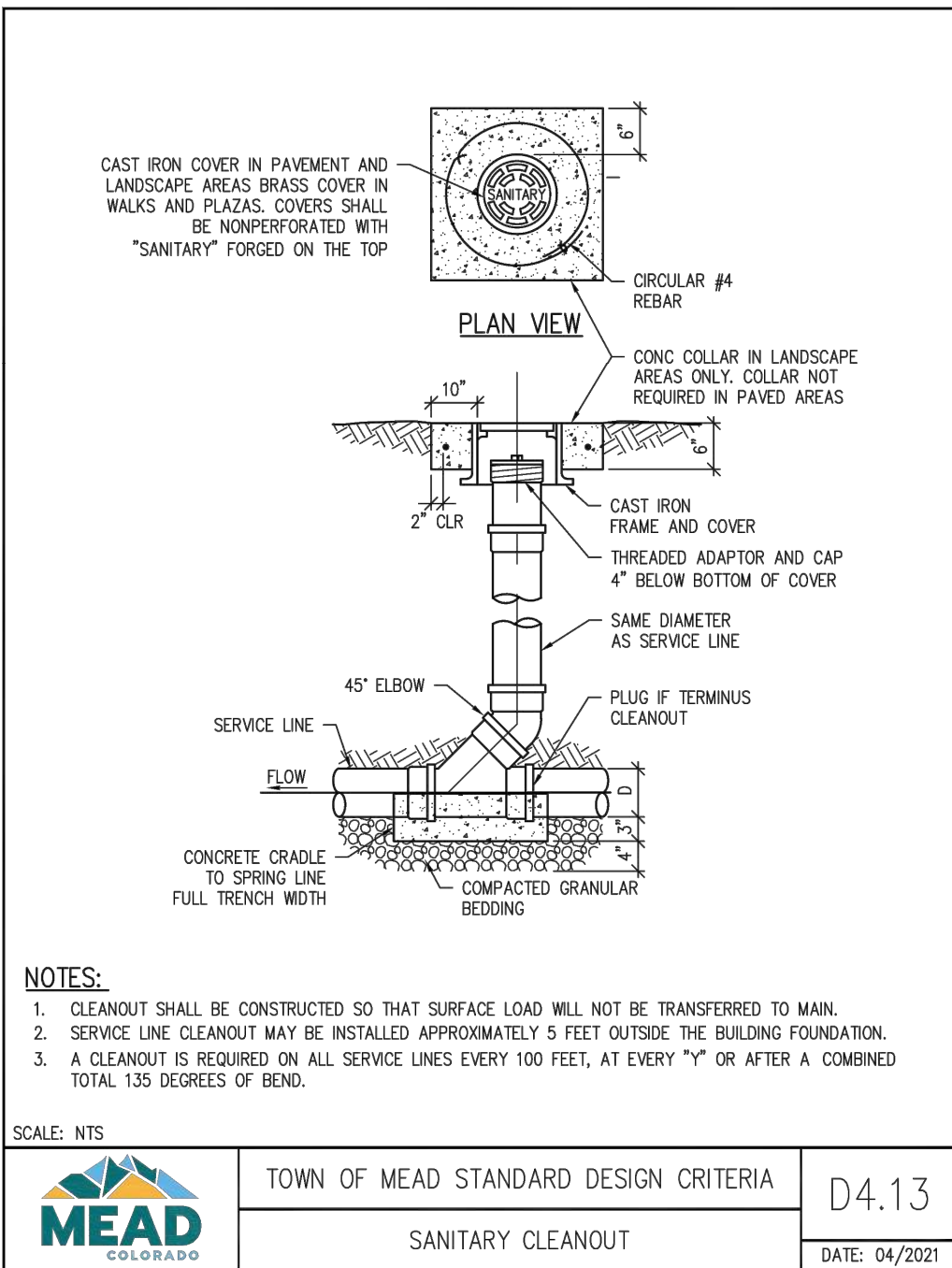
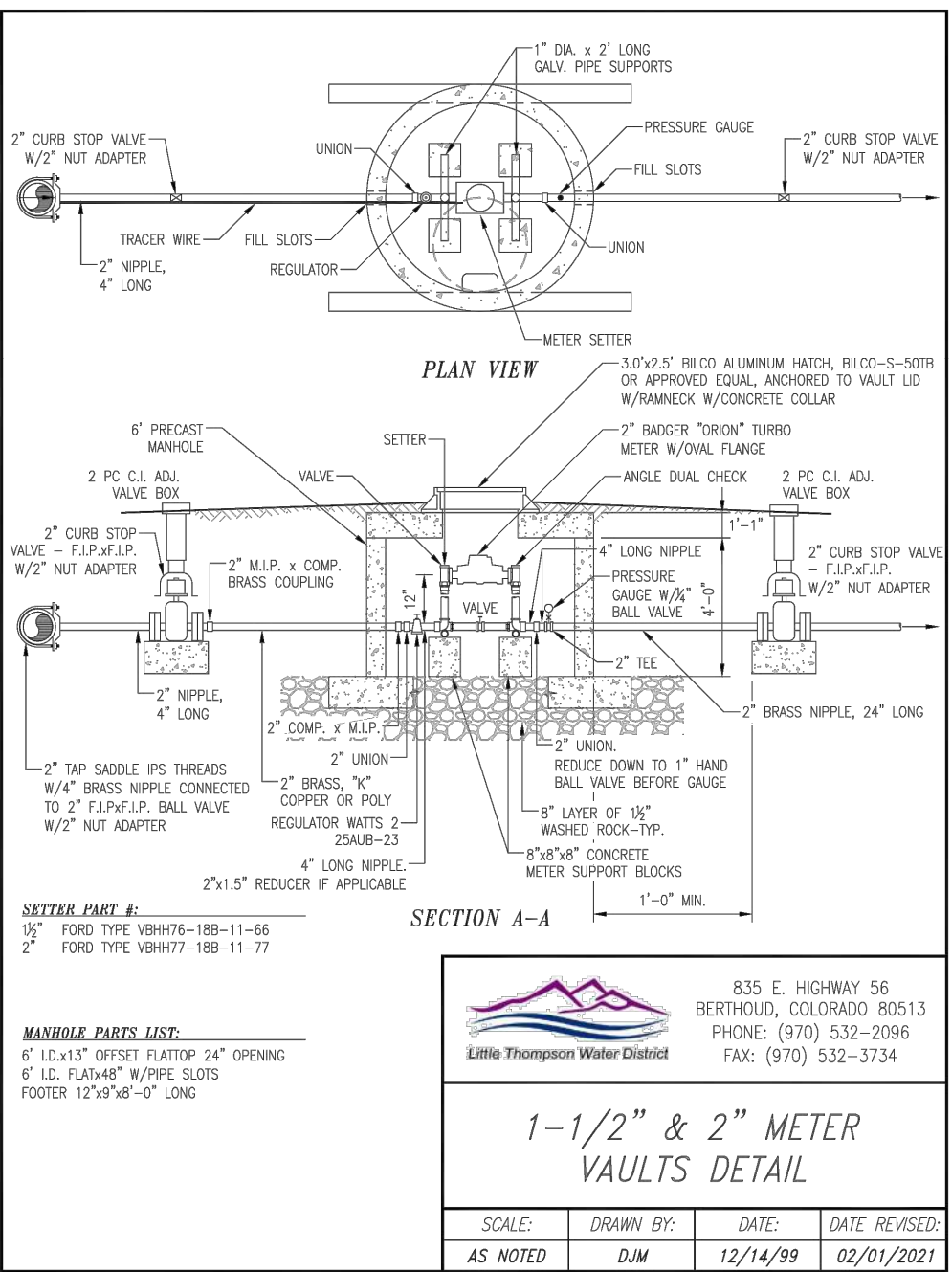
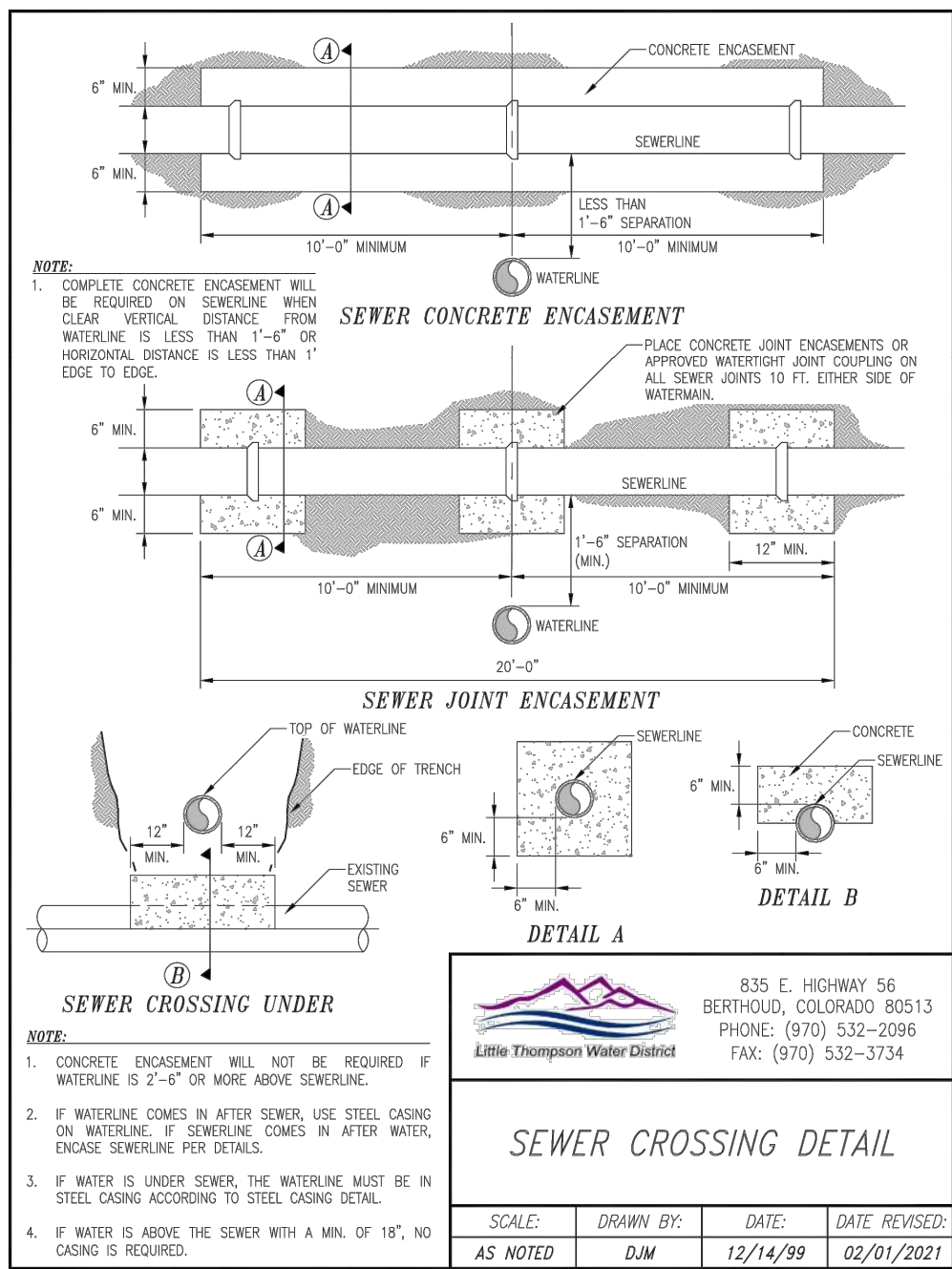
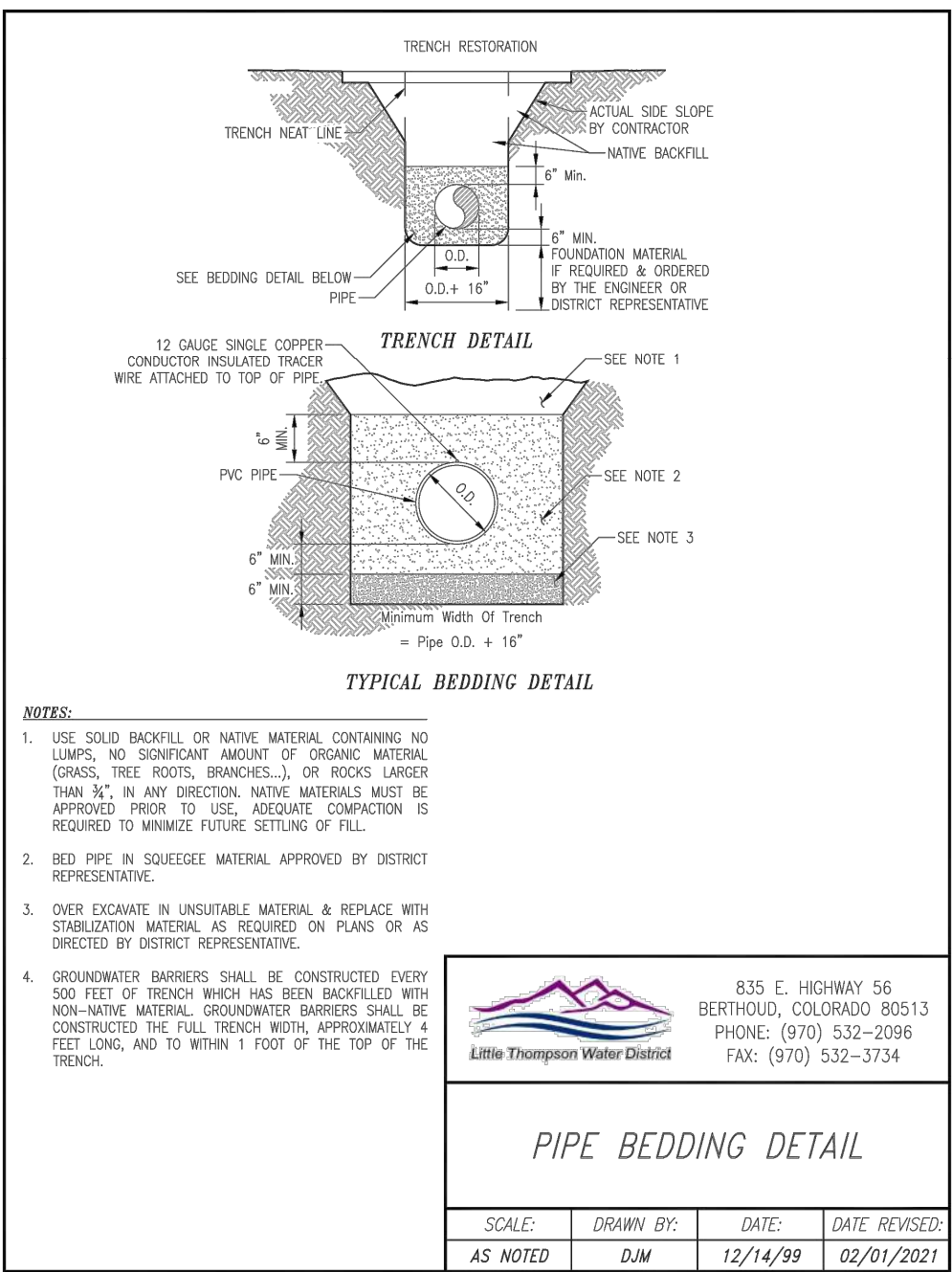
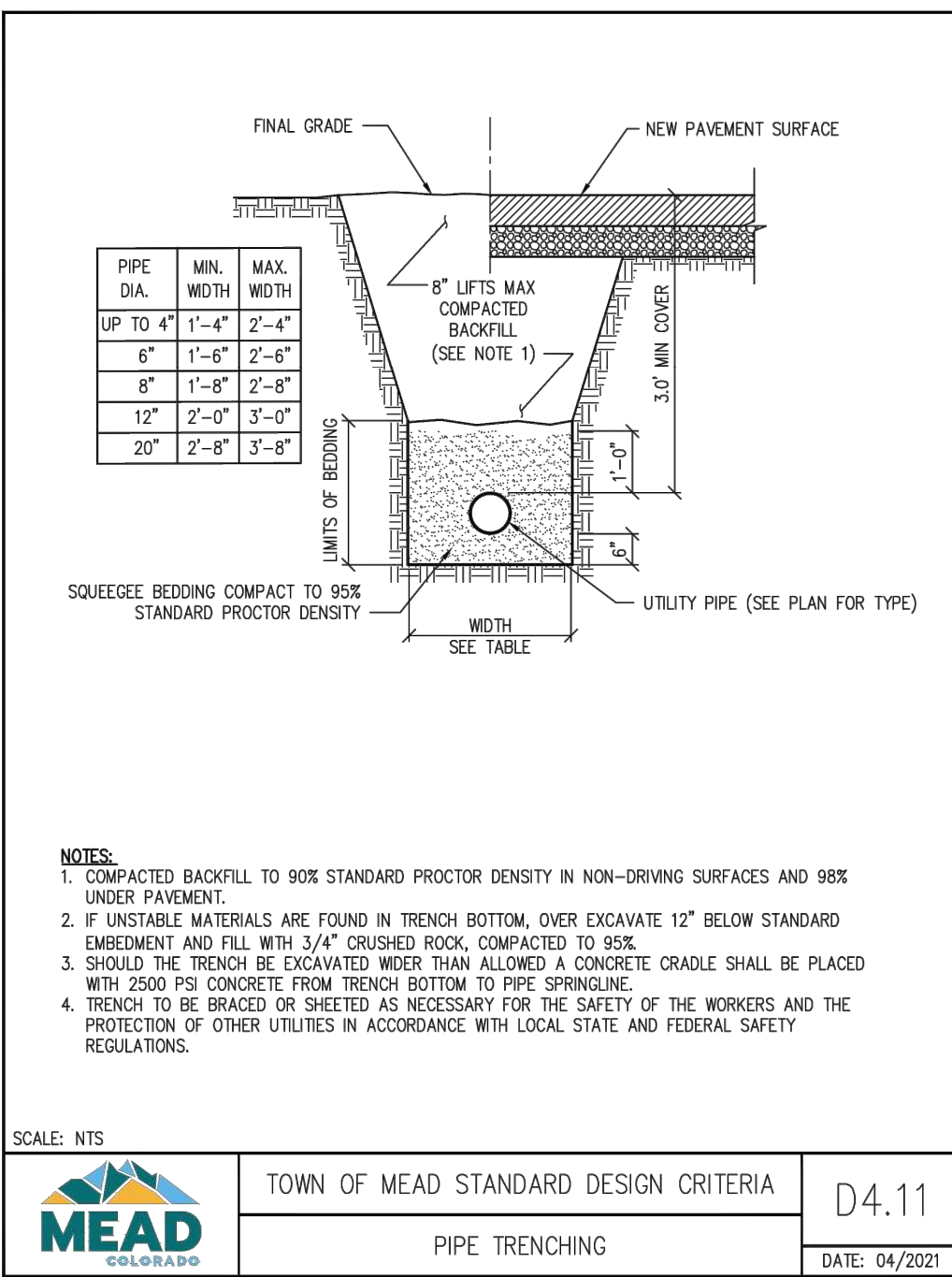
TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO



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CLUB CARWASH SITE PLAN
LOT B, MEAD CROSSINGS AMENDMENT 2
CLUB CARWASH

S.H. 66 & FOSTER RIDGE DR.
MEAD, COLORADO

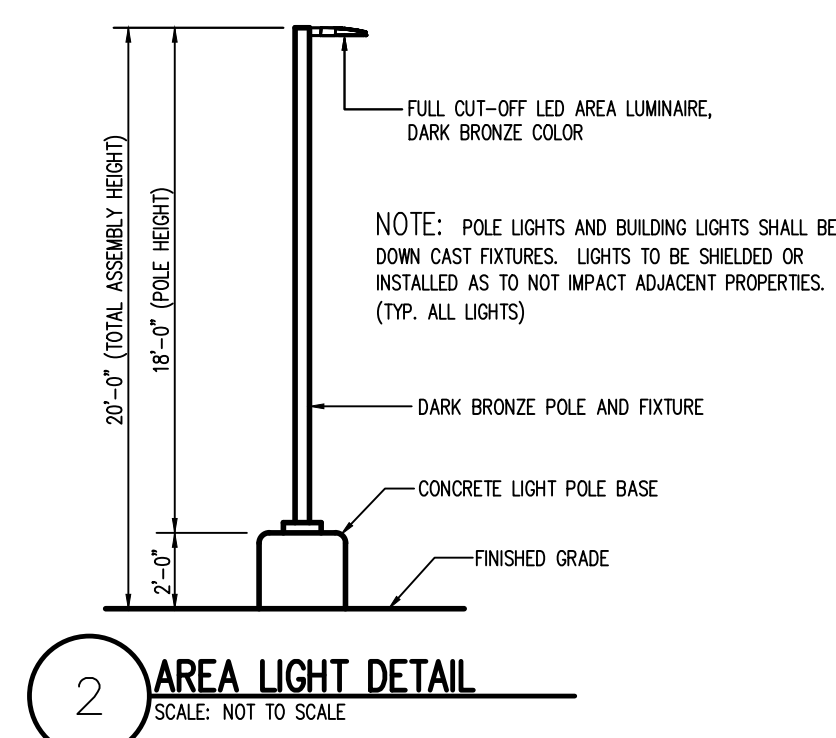
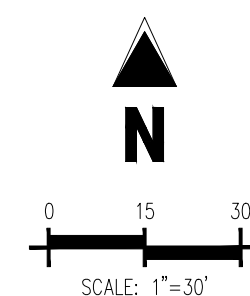
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Project No:	CCW000005
Drawn By:	RDG
Checked By:	MJ
Date:	12/12/22

UTILITY DETAILS

C4.2

LOCATED IN THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH P.M.,
TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO



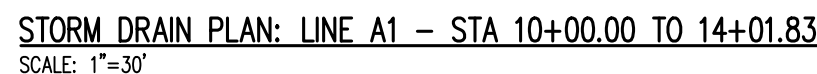
CALCULATION SUMMARY				
LABEL	UNITS	AVG	MAX	MIN
PARKING, DRIVES, TRASH AREA	FC	2.23	9.4	1.0
BUILDING SURROUNDS	FC	3.47	6.8	1.1

LUMINAIRE SCHEDULE									
MARK	SYMBOL	QTY	LAMP	HEIGHT	LLF	LUMENS	WATTS	MODEL #	DESCRIPTION
WP		8	LED	11'-4" / 14'-0" WALL	1.0	1,755	27	4426BK-27-4K	RF LIGHTING, 4" LED ARCHITECTURAL CYLINDER, 27 WATT, 4000K CCT, BLACK COLOR
F		8	LED	6'-0" WALL	1.0	2,710	25.5	XTOR3B-W-BK	COOPER, GROSS/TOUR LED WALL SCONCE, 4000 CCT, BLACK COLOR
F1		4	LED	20'-0" POLE	1.0	6,963	57	GALN-SAIC-740-U-SL4-BK	COOPER GALLON II LED AREA/SITE LUMINAIRE, 600mA DRIVE, BLACK COLOR, 4000K CCT, SEE BELOW FOR MOUNTING
F2		5	LED	20'-0" POLE	1.0	6,963	57	GALN-SAIC-740-U-SL4-BK	COOPER GALLON II LED AREA/SITE LUMINAIRE, 600mA DRIVE, BLACK COLOR, 4000K CCT, SEE BELOW FOR MOUNTING

ALL AREA/SITE FIXTURES TO BE MOUNTED ON 18'-0" POLE (SSS-4-A-18-S-F-N-1) WITH 2'-0" CONCRETE BASE. TOTAL MOUNTING HEIGHT 20'-0"

1 **PHOTOMETRIC SITE PLAN**
SCALE: 1"=20'-0"

LOT B, MEAD CROSSINGS AMENDMENT 2



_____	PROPERTY BOUNDARY LINE
_____	ADJACENT PROPERTY BOUNDARY LINE
-----	EXISTING EASEMENT LINE
-----	PROPOSED EASEMENT LINE
_____W_____	EXISTING WATER LINE
_____W_____	PROPOSED WATER LINE
_____SS_____	EXISTING SANITARY SEWER
_____SS_____	PROPOSED SANITARY SEWER
_____SD_____	EXISTING STORM SEWER (LESS THAN 12")
_____SD_____	EXISTING STORM SEWER (12" AND LARGER)
_____SD_____	PROPOSED STORM SEWER (LESS THAN 12")
_____SD_____	PROPOSED STORM SEWER (12" AND LARGER)
_____UE_____	EXISTING UNDERGROUND ELECTRICAL
_____UE_____	PROPOSED UNDERGROUND ELECTRICAL
_____UT_____	EXISTING UNDERGROUND TELEPHONE
_____UT_____	PROPOSED UNDERGROUND TELEPHONE
_____G_____	EXISTING GAS LINE
_____G_____	PROPOSED GAS LINE
16 窰坑	EXISTING UTILITY BOX OR VAULT
16	EXISTING ELECTRICAL TRANSFORMER
⬆	EXISTING LIGHT POLE
⬆	PROPOSED SITE LIGHTING
⊙	PROPOSED SANITARY SEWER MANHOLE
⊙	EXISTING SANITARY SEWER MANHOLE
⊙	EXISTING STORM SEWER MANHOLE
⊙	EXISTING STORM SEWER INLET
16 窰坑	EXISTING FLARED END SECTION (FES)
⊙	EXISTING WATER METER
⊙	EXISTING WATER VALVE
⊙	EXISTING FIRE HYDRANT
⊙	PROPOSED FIRE HYDRANT
⊙	PROPOSED STORM DRAIN INLET
⊙	PROPOSED STORM DRAIN MANHOLE
⊙	PROPOSED STORM DRAIN F.E.S.
⊙	PROPOSED STORM DRAIN OUTLET STRUCTURE

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CLUB CARWASH SITE PLAN
LOT B, MEAD CROSSINGS AMENDMENT 2
CLUB CARWASH

S.H. 66 & FOSTER RIDGE DR.
MEAD, COLORADO

[illegible]

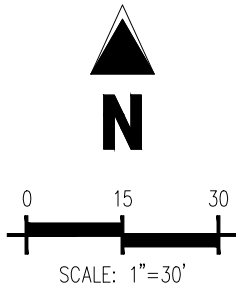
Project No:	CCW000005
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STORM DRAIN PLAN & PROFILE
LINE A1

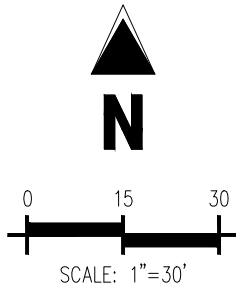
C5.1

LOT B, MEAD CROSSINGS AMENDMENT 2

TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO



STORM DRAIN PLAN: LINE A2 - STA 20+00 TO 20+71.79
SCALE: 1"=30'



STORM DRAIN PLAN: POND OUTFALL - STA 1+00.00 TO 1+52.31
SCALE: 1"=30'

UTILITY LEGEND	
	PROPERTY BOUNDARY LINE
	ADJACENT PROPERTY BOUNDARY LINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	EXISTING WATER LINE
	PROPOSED WATER LINE
	EXISTING SANITARY SEWER
	PROPOSED SANITARY SEWER
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	EXISTING STORM SEWER (12" & LARGER)
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	PROPOSED STORM SEWER (12" & LARGER)
	EXISTING UNDERGROUND ELECTRICAL
	PROPOSED UNDERGROUND ELECTRICAL
	EXISTING UNDERGROUND TELEPHONE
	PROPOSED UNDERGROUND TELEPHONE
	EXISTING GAS LINE
	PROPOSED GAS LINE
	EXISTING UTILITY BOX OR VAULT
	EXISTING ELECTRICAL TRANSFORMER
	EXISTING LIGHT POLE
	PROPOSED SITE LIGHTING
	PROPOSED SANITARY SEWER MANHOLE
	EXISTING SANITARY SEWER MANHOLE
	EXISTING STORM SEWER MANHOLE
	EXISTING STORM SEWER INLET
	EXISTING FLARED END SECTION (FES)
	EXISTING WATER METER
	EXISTING WATER VALVE
	EXISTING FIRE HYDRANT
	PROPOSED FIRE HYDRANT
	PROPOSED STORM DRAIN INLET
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2. WHERE A PROPOSED UTILITY CROSSES AN EXISTING UTILITY, IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF SUCH EXISTING UTILITY THROUGHOUT THE PROJECT. IF AN ALTERNATIVE METHOD, REPORT INFORMATION TO THE ENGINEER PRIOR TO CONSTRUCTION.

Know what's below.
Call before you dig.

STORM DRAIN PROFILE: LINE A2 - STA 20+00 TO 20+71.79
SCALE: 1"=30' HORIZONTAL, 1"=3' VERTICAL

STORM DRAIN PROFILE: POND OUTFALL - STA 1+00.00 TO 1+52.31
SCALES: 1"=30' HORIZONTAL, 1"=3' VERTICAL

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CLUB CARWASH SITE PLAN
LOT B, MEAD CROSSINGS AMENDMENT 2
CLUB CARWASH

S.H. 66 & FOSTER RIDGE DR.
MEAD, COLORADO

[illegible]

STORM DRAIN PLAN & PROFILE
LINE A2 & POND OUTFALL

C5.2

LOT B, MEAD CROSSINGS AMENDMENT 2

TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO



CLUB CARWASH SITE PLAN

LOT B, MEAD CROSSINGS AMENDMENT 2

LOCATED IN THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH P.M.,
TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO

Galloway

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CLUB CARWASH SITE PLAN
LOT B, MEAD CROSSINGS AMENDMENT 2
CLUB CARWASH

S.H. 66 & FOSTER RIDGE DR.
MEAD, COLORADO

#	Date	Issue / Description	Init.
1	2/6/2023	2nd Planning Submittal	JRR
2	4/3/2023	3rd Planning Submittal	JRR

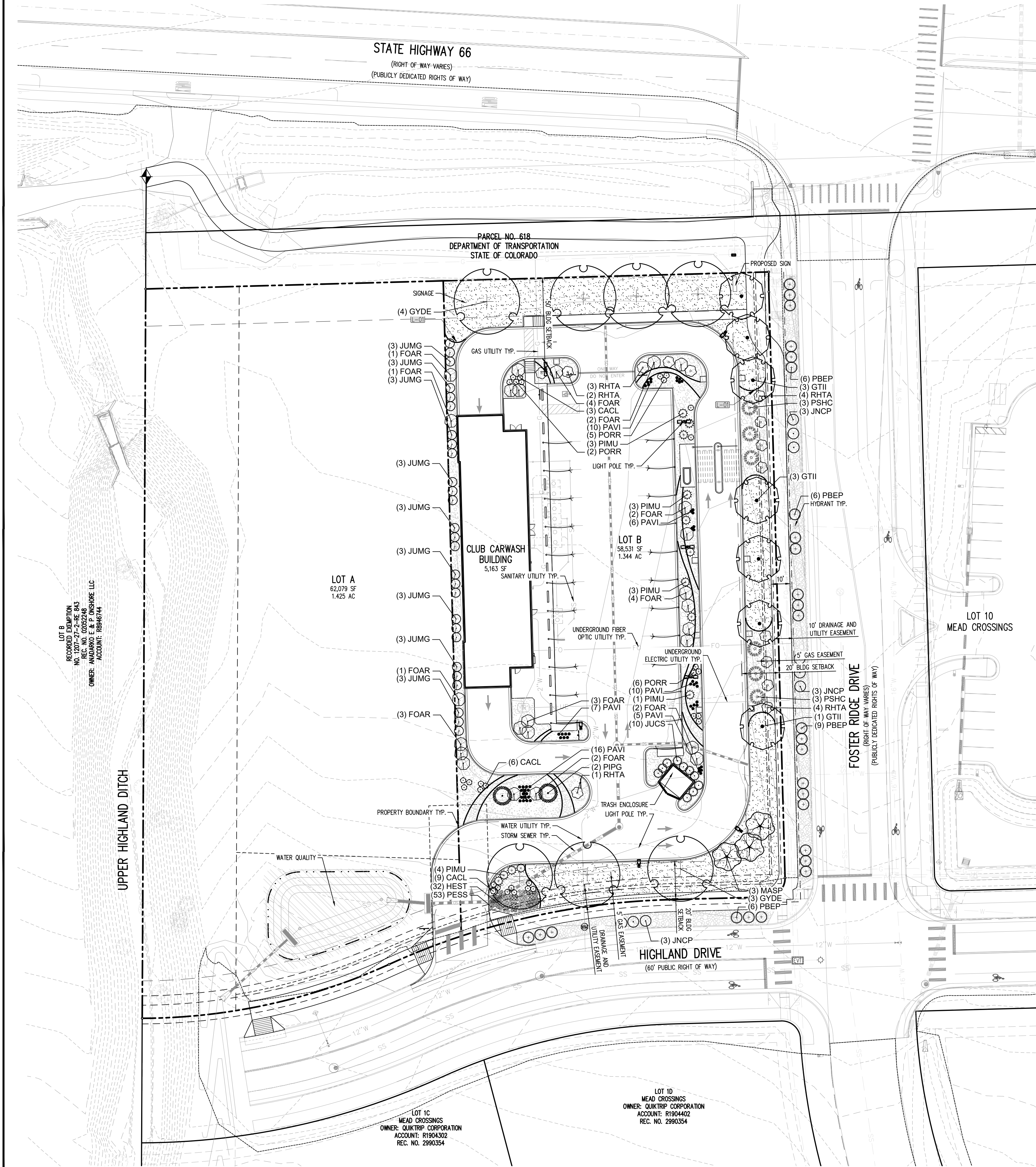
Project No: CCW000005
Drawn By: BH
Checked By: JW
Date: 12/12/22

LANDSCAPE PLAN

L1.1

of 23

98



PLANT SCHEDULE ON SITE LANDSCAPE

DECIDUOUS TREES	CODE	QTY	COMMON NAME	BOTANICAL NAME	CONT.	CAL / SIZE	HT. X SPD.
	GTII	7	IMPERIAL HONEY LOCUST	GLEDITSIA TRIACANTHOS INERMIS 'IMPCOLE' TM	B&B	2" CAL	35'X25'
	GYDE	7	KENTUCKY COFFEETREE 'ESPRESSO'	GYMNOCLADUS DIOICA 'ESPRESSO'	B&B	2" CAL	50'X35'
EVERGREEN TREES	CODE	QTY	COMMON NAME	BOTANICAL NAME	CONT.	CAL / SIZE	HT. X SPD.
	PIPG	2	FAT ALBERT COLORADO BLUE SPRUCE	PICEA PUNGENS GLAUCA 'FAT ALBERT'	B&B	6' HT	15'X10'
ORNAMENTAL TREES	CODE	QTY	COMMON NAME	BOTANICAL NAME	CONT.	CAL / SIZE	HT. X SPD.
	MASP	3	SPRING SNOW CRABAPPLE	MALUS X 'SPRING SNOW'	B&B	1.5" CAL	20'X15'
UPRIGHT JUNIPERS	CODE	QTY	COMMON NAME	BOTANICAL NAME	CONT.	HT. X SPD.	
	JUCS	10	SPARTAN JUNIPER	JUNIPERUS CHINENSIS 'SPARTAN'	#5 CONT.	15'X5'	
	JUMG	27	MOONGLOW JUNIPER	JUNIPERUS SCOPULORUM 'MOONGLOW'	#5 CONT.	20'X5'	
DECIDUOUS SHRUBS	CODE	QTY	COMMON NAME	BOTANICAL NAME	CONT.	HT. X SPD.	
	CACL	18	BLUE MIST SPIREA	CARYOPTERIS X CLANDONENSIS 'BLUE MIST'	#5 CONT.	3'X3'	
	FOAR	25	ARNOLD'S DWARF FORSYTHIA	FORSYTHIA X 'ARNOLD'S DWARF'	#5 CONT.	2'X7'	
	PORR	13	RED ROBIN POTENTILLA	POTENTILLA FRUTICOSA 'RED ROBIN'	#5 CONT.	2'X3'	
	RHTA	14	AUTUMN AMBER SUMAC	RHUS TRILOBATA 'AUTUMN AMBER'	#5 CONT.	1.5'X8'	
EVERGREEN SHRUBS	CODE	QTY	COMMON NAME	BOTANICAL NAME	CONT.	HT. X SPD.	
	PIMU	14	BIG TUNA MUGO PINE	PINUS MUGO 'BIG TUNA'	#5 CONT.	6'X5'	
	PSHC	6	HILLSIDE CREEPER SCOTCH PINE	PINUS SYLVESTRIS 'HILLSIDE CREEPER'	#5 CONT.	3'X8'	
ORNAMENTAL GRASSES	CODE	QTY	COMMON NAME	BOTANICAL NAME	CONT.	HT. X SPD.	
	PAVI	54	HEAVY METAL SWITCH GRASS	PANICUM VIRGATUM 'HEAVY METAL'	#1 CONT.	4'X1.5'	
PERENNIALS	CODE	QTY	COMMON NAME	BOTANICAL NAME	CONT.	HT. X SPD.	
	HEST	32	STELLA DE ORO DAYLILY	HEMEROCALLIS X 'STELLA DE ORO'	#1 CONT.	1.5'X1.5'	
	PESS	53	ROCKY MOUNTAIN PENSTEMON	PENSTEMON STRICTUS	#1 CONT.	2'X1.5'	
MULCH	CODE	QTY	COMMON NAME	BOTANICAL NAME			
	RMULCH	7,162 SF	MOUNTAIN GRANITE	0.75" ROCK COBBLE MULCH			
	RMULCH2	872 SF	GLACIER WHITE COBBLE	2"-4" ROCK COBBLE MULCH			
	WMULCH	545 SF	SHREDDED CEDAR GORILLA HAIR	WOOD MULCH			
SOD/SEED	CODE	QTY	COMMON NAME	BOTANICAL NAME			
	SOD1	9,015 SF	RTF (RHIZOMATOUS TALL FESCUE)	FESCUE SOD			

REFERENCE NOTES SCHEDULE

SYMBOL	LANDSCAPE DESCRIPTION	DETAIL
	STEEL EDGER	SEE NOTES

PLANT SCHEDULE OFF SITE IMPROVEMENTS

SOD/SEED	CODE	QTY	COMMON NAME	BOTANICAL NAME	TYPE
	SEED4	3,521 SF	RIPARIAN/DETENTION NATIVE SEED	SEED MIX 1	SEED

PLANT SCHEDULE ROW LANDSCAPE

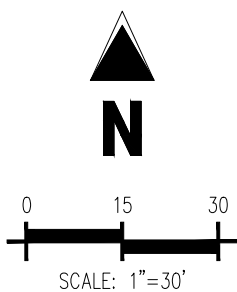
DECIDUOUS SHRUBS	CODE	QTY	COMMON NAME	BOTANICAL NAME	CONT.	HT. X SPD.
	PBEP	27	PAWNEE BUTTES SAND CHERRY	PRUNUS BESSEYI 'P011S' TM	#5 CONT.	1.5'X6'
EVERGREEN SHRUBS	CODE	QTY	COMMON NAME	BOTANICAL NAME	CONT.	HT. X SPD.
	JNCP	9	GREEN MOUND JUNIPER	JUNIPERUS CHINENSIS PROCUMBENS 'GREEN MOUND'	#5 CONT.	1'X6'
MULCH	CODE	QTY	COMMON NAME	BOTANICAL NAME	TYPE	
	RMULCH2	3,905 SF	GLACIER WHITE COBBLE	2"-4" ROCK COBBLE MULCH	MULCH	

CAUTION - NOTICE TO CONTRACTOR

- ALL UTILITY LOCATIONS SHOWN ARE BASED ON MAPS PROVIDED BY THE APPROPRIATE UTILITY COMPANY AND FIELD SURFACE EVIDENCE AT THE TIME OF SURVEY AND IS TO BE CONSIDERED AN APPROXIMATE LOCATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE LOCATION OF ALL UTILITIES, PUBLIC OR PRIVATE, WHETHER SHOWN ON THE PLANS OR NOT. PRIOR TO CONSTRUCTION, REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO CONSTRUCTION.
- WHERE A PROPOSED UTILITY CROSSES AN EXISTING UTILITY, IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF SUCH EXISTING UTILITY, EITHER THROUGH POT-HOLING OR ALTERNATIVE METHOD. REPORT INFORMATION TO THE ENGINEER PRIOR TO CONSTRUCTION.



Know what's below.
Call before you dig.



LOT B, MEAD CROSSINGS AMENDMENT 2

TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO

GENERAL

17. ALL DECIDUOUS TREES SHALL HAVE FULL, WELL-SHAPED HEADS/ALL EVERGREENS SHALL BE UNSHEARED AND FULL TO THE GROUND; UNLESS OTHERWISE SPECIFIED. TREES WITH CENTRAL LEADERS WILL NOT BE ACCEPTED IF LEADER IS DAMAGED OR REMOVED. PRUNE ALL DAMAGED TWIGS AFTER PLANTING.
 18. ALL PLANTS WITHIN A SPECIES SHALL HAVE SIMILAR SIZE, AND SHALL BE OF A FORM TYPICAL FOR THE SPECIES. ANY PLANT DEMED UNACCEPTABLE BY THE LANDSCAPE ARCHITECT SHALL BE IMMEDIATELY REMOVED FROM THE SITE AND SHALL BE REPLACED WITH AN ACCEPTABLE PLANT OF LIKE TYPE AND SIZE AT THE CONTRACTOR'S OWN EXPENSE. ANY PLANTS APPEARING TO BE UNHEALTHY, EVEN IF DETERMINED TO STILL BE ALIVE, SHALL NOT BE ACCEPTED. THE LANDSCAPE ARCHITECT SHALL BE THE SOLE JUDGE AS TO THE ACCEPTABILITY OF PLANT MATERIAL.
 19. ALL TREES SHALL BE CUYED AND WOOD STAKED AS PER DETAILS. NO "T-STAKES" SHALL BE USED FOR TREES.
 20. ALL PLANT MATERIALS SHALL BE TRUE TO TYPE, SIZE, SPECIES, QUALITY, AND FREE OF INJURY, BROKEN ROOT BALLS, PESTS, AND DISEASES, AS WELL AS CONFORM TO THE MINIMUM REQUIREMENTS DESCRIBED IN THE "AMERICAN STANDARD FOR NURSERY STOCK," FOLLOW GREENCO TREES PLANTING RECOMMENDATIONS FOR MINIMUM QUALITY REQUIREMENTS FOR TREES.
 21. ALL TREE AND SHRUB BED LOCATIONS ARE TO BE STAKED OUT ON SITE FOR APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
 22. ALL TREES PLANTED ADJACENT TO PUBLIC AND/OR PEDESTRIAN WALKWAYS SHALL BE PRUNED CLEAR OF ALL BRANCHES BETWEEN GROUND AND A HEIGHT OF EIGHT (8) FEET FOR THAT PORTION OF THE PLAN LOCATED OVER THE SIDEWALK AND/OR ROAD.
 23. ALL PLANT MATERIAL SHALL NOT BE PLANTED PRIOR TO INSTALLATION OF TOPSOIL.
 24. ALL PLANT BEDS SHALL BE CONTAINED WITH STEEL, EDGER, STEEL EDGER IS NOT REQUIRED ALONG CURBS, WALKS OR BUILDING FOUNDATIONS. ALL EDGING SHALL OVERLAP AT JOINTS. A MINIMUM OF 6-INCHES, AND SHALL BE FASTENED WITH A MINIMUM OF 4 PINS PER EACH 10 FOOT SECTION. THE TOP OF ALL EDGING MATERIAL SHALL BE A ROLLED TOP AND 1/2 INCH ABOVE THE FINISHED GRADE OF ADJACENT LAWN OR MULCH AREAS. COLOR: GREEN.
 25. THE DEVELOPER, HIS SUCCESSOR, OR ASSIGNEE SHALL BE RESPONSIBLE FOR ESTABLISHING AND CONTINUING A REGULAR PROGRAM OF MAINTENANCE FOR ALL LANDSCAPED AREAS. SEE LANDSCAPE GUARANTEE AND MAINTENANCE NOTE.
 26. A 3-FOOT CLEAR SPACE SHALL BE MAINTAINED AROUND THE OCCURRENCE OF ALL FIRE HYDRANTS.
 27. LANDSCAPE CONTRACTOR TO SUBMIT SAMPLES OF MISCELLANEOUS LANDSCAPING MATERIALS TO THE LANDSCAPE ARCHITECTS AND OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO INSTALLATION. I.E.; MULCH, EDGER, LANDSCAPE FABRIC, ETC.
- MULCHING
28. AFTER ALL PLANTING IS COMPLETE, THE CONTRACTOR SHALL INSTALL A MINIMUM 4" THICK LAYER OF MULCH AS SPECIFIED IN THE PLANTING LEGEND. INSTALL A 4" THICK RING OF DOUBLE SIDERED MULCH UNDER ALL PLANTING BEDS. IN ROOT MULCH BEDS WHERE LANDSCAPING IS SHOWN ON THE PLANS, WOOD MULCH RING SIZE SHALL BE THE CONTAINER SIZE OF THE SHRUBS, PERENNIALS, AND ORNAMENTAL GRASSES. TREE RING SIZE SHALL BE GREEN INDUSTRIES OF COLORADO INDUSTRY STANDARD WIDTH.
 29. ALL MULCH SHALL BE HARVESTED IN A SUSTAINABLE MANNER FROM A LOCAL SOURCE.
 30. INSTALL DEWITT PRO-5 WEED BARRIER FABRIC UNDER ALL ROOT MULCH SHRUB BEDS SPECIFIED ON THE PLANS ONLY. NO LANDSCAPE FABRIC SHALL BE USED IN WOOD MULCH AREAS. NO PLASTIC WEED BARRIERS SHALL BE SPECIFIED.
 31. ABSOLUTELY NO EXPOSED GROUND SHALL BE LEFT SHOWING ANYWHERE ON THE PROJECT AFTER MULCH HAS BEEN INSTALLED.
 32. ALL PLANTING AREAS WITH LESS THAN A 4:1 GRADIENT SHALL RECEIVE A LAYER OF MULCH, TYPE AND DEPTH PER PLANS. SUBMIT 1 CUBIC FOOT SAMPLE OF MULCH (ONE SAMPLE PER TYPE) TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION. THE MULCH SHALL BE SPREAD EVENLY THROUGHOUT ALL PLANTING AREAS EXCEPT SLOPES 4:1 OR STEEPER, OR AS OTHERWISE DENOTED ON THE PLAN. ABSOLUTELY NO EXPOSED GROUND SHALL REMAIN IN AREAS TO RECEIVE MULCH AFTER MULCH HAS BEEN INSTALLED.
 33. ALL PLANTING AREAS ON SLOPES OVER 4:1 SHALL RECEIVE COCONUT FIBER EROSION CONTROL NETTING FROM ROLTS. NETTING SHALL BE JCT-125, AS MANUFACTURED BY NORTH AMERICAN GREEN (OR EQUAL), INSTALL AND STAKE PER MANUFACTURER'S SPECIFICATIONS. SEE ALSO THE CIVIL ENGINEER'S EROSION CONTROL PLAN.

1. THE LANDSCAPE CONTRACTOR SHALL COORDINATE WITH THE DESIGN LANDSCAPE ARCHITECT REGARDING THE REQUIRED SOIL ANALYSIS REPORT AND IS RESPONSIBLE FOR COMPLETING THE SOIL SAMPLING AND SUBMITTING THE SAMPLES TO A SOILS TESTING LAB FOR TESTING. THIS WOULD INCLUDE A SEPARATE LAB TEST REPORT AND RECOMMENDATIONS (AMENDMENTS, FERTILIZER AMOUNTS AND APPLICATION RATES) FOR EACH TYPE OF PROPOSED LANDSCAPE (SHRUB BEDS, SOO, NATIVE SEED). THE SOILS LAB RESULTS AND RECOMMENDATIONS ARE REQUIRED TO BE APPROVED BY THE DESIGN LANDSCAPE ARCHITECT AND THE CITY OF COLORADO SPRINGS PRIOR TO INSTALLING AND LANDSCAPING ANY LANDSCAPE (PLANTS, SOO, NATIVE SEED) ON SITE.

1. AN AUTOMATIC IRRIGATION SYSTEM SHALL BE INSTALLED AND OPERATIONAL BY THE TIME OF FINAL INSPECTION. THE ENTIRE IRRIGATION SYSTEM SHALL BE INSTALLED BY A QUALIFIED IRRIGATION CONTRACTOR.
2. THE IRRIGATION SYSTEM WILL HAVE APPROPRIATE BACKFLOW PREVENTION DEVICES INSTALLED TO PREVENT CONTAMINATION OF THE WATER SOURCE IF APPLICABLE.
3. ALL NON-TURF/SEED PLANTED AREAS WILL BE DRIP IRRIGATED. TURF SOD/SEED SHALL RECEIVE POP-UP SPRAY IRRIGATION FOR HEAD TO HEAD COVERAGE.
4. ALL PLANTS SHOWING SIMILAR HYDROZONE CHARACTERISTICS SHALL BE PLACED ON A VALVE DEDICATED TO PROVIDE THE NECESSARY WATER REQUIREMENTS SPECIFIC TO THAT HYDROZONE.
5. THE IRRIGATION SYSTEM SHALL BE DESIGNED AND INSTALLED, TO THE MAXIMUM EXTENT POSSIBLE, TO CONSERVE WATER BY USING THE FOLLOWING DEVICES AND SYSTEMS: MATCHED PRECIPITATION RATE TECHNOLOGY ON ROTOR AND SPRAY HEADS (WHEREVER POSSIBLE), RAIN SENSORS, AND SMART MULTI-PROGRAM COMPUTERIZED IRRIGATION CONTROLLERS FEATURING SENSORY INPUT CAPABILITIES.

1. THE LANDSCAPE CONTRACTOR IS REQUIRED TO CONTACT THE COUNTY PUBLIC WORKS DEPARTMENT, AND ANY OTHER PUBLIC OR PRIVATE AGENCY NECESSARY FOR UTILITY LOCATION PRIOR TO ANY CONSTRUCTION.
2. THIS DRAWING IS A PART OF A COMPLETE SET OF BID DOCUMENTS, SPECIFICATIONS, ADDITIONAL DRAWINGS, AND EXHIBITS. UNDER NO CIRCUMSTANCES SHOULD THESE PLANS BE USED FOR CONSTRUCTION PURPOSES WITHOUT EXAMINING ACTUAL LOCATIONS OF UTILITIES ON SITE, AND REVIEWING ALL RELATED DOCUMENTS.
3. THE LOCATION OF THE ALL UNDERGROUND UTILITIES ARE LOCATED ON THE ENGINEERING DRAWINGS FOR THIS PROJECT. THE MOST CURRENT REVISION IS HEREIN MADE PART OF THIS DOCUMENT. UNDERGROUND UTILITIES ARE LOCATED THROUGHOUT THIS SITE AND ARE LOCATED PRIOR TO ANY CONSTRUCTION ACTIVITY. THE FIELD LOCATION OF UTILITIES MAY BE NECESSARY AND MUST BE APPROVED BY A REPRESENTATIVE OF THE OWNER. NEITHER THE OWNER NOR THE LANDSCAPE ARCHITECT ASSUMES ANY RESPONSIBILITY WHATSOEVER, IN RESPECT TO THE CONTRACTORS ACCURACY IN LOCATING THE INDICATED PLANT MATERIAL, AND UNDER NO CIRCUMSTANCES SHOULD THESE PLANS BE USED WITHOUT REFERRING TO THE ABOVE MENTIONED DOCUMENTS.

1. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL TREES, SHRUBS, PERENNIALS, SOIL, SEEDED AREAS, AND IRRIGATION SYSTEMS FOR A PERIOD OF ONE YEAR FROM THE DATE OF THE OWNER'S ACCEPTANCE. THE CONTRACTOR SHALL REPLACE, AT HIS OWN EXPENSE, ANY PLANTS WHICH DIE IN THAT TIME, OR REPAIR ANY PORTIONS OF THE IRRIGATION SYSTEM WHICH OPERATE IMPROPERLY.
2. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE LANDSCAPE IN A HEAT, CLEAN, AND HEALTHY CONDITION FOR A PERIOD OF 90 DAYS. THIS SHALL INCLUDE PROPER PRUNING, MOWING AND AERATION OF LAWNS, WEEDING, REPLACEMENT OF MULCH, REMOVAL OF LITTER, AND THE APPROPRIATE WATERING OF ALL PLANTINGS. IRRIGATION SHALL BE MAINTAINED IN PROPER WORKING ORDER, WITH SCHEDULING ADJUSTMENTS BY SEASON AND TO MAXIMIZE WATER CONSERVATION. IF SITE OPENS DURING WINTER, TO AVOID FREEZE DAMAGE ON PLANTINGS, THE 90 DAYS SHOULD BEGIN AFTER CLOSURE OF THE WORK.
3. DURING THE LANDSCAPE MAINTENANCE PERIOD, THE LANDSCAPE CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE AWAY FROM STRUCTURES IN ALL LANDSCAPE AREAS AT THE MINIMUM SLOPE SPECIFIED IN THE GEOGRAPHICAL REPORT. LANDSCAPE AREAS WHICH SETTLE AND CREATE THE POTENTIAL FOR PONDING SHALL BE PREPARED TO ELIMINATE PONDING POTENTIAL AND BLEND IN WITH THE SURROUNDING AREAS. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GEOGRAPHICAL REPORT, THE GRADING PLANS, THESE NOTES, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT.
4. LANDSCAPE IMPROVEMENTS AND MAINTENANCE SHALL BE THE RESPONSIBILITY OF OWNER AND/OR THEIR ASSIGNS.

1. ALL SEED MIXES AVAILABLE THROUGH:
ARKANSAS VALLEY SEED
4300 Monaco Street
Denver, CO 80216
Phone: (303)-320-7500
2. SEED MIXES ARE AVAILABLE AS FOLLOWS:
 SEED 1 Riparian Detention Native Seed
 20% Bluetwig, Big
 10% Grama, Blue
 10% Green Needlegrass
 20% Wheatgrass, Western
 10% Grama, Sidecoats
 10% Switchgrass
 10% Profile Sandberg
 10% Yellow Indiangrass
 Drill Seed/Hydroseed @ 19 lbs PLS/AC
3. ALL SEED APPLICATIONS SHALL BE DRILL SEEDED, WITH HYDROSLURRY APPLIED OVER THE SEED BED AFTER SEEDING. THE SLURRY MIX SHALL CONTAIN THE FOLLOWING:

	<u>LBS./1,000 SF</u>
WOOD FIBER MULCH	46
15-15-15 ORGANIC FERTILIZER	9
ORGANIC BINDER	4

LANDSCAPE REQUIREMENTS

CODE SECTION	CATEGORY	FORMULA	CALCULATION	REQUIRED	PROVIDED
16.2.150 (c)(1)	STREETSCAPE LANDSCAPING	FOSTER RIDGE DR 1 TREE / 40 LF	331 LF / 40	8 TREES	8 TREES
16.2.150 (c)(1)	STREETSCAPE LANDSCAPING	HIGHLAND DR 1 TREE / 40 LF	165 LF / 40	4 TREES	4 TREES
16.2.150 (c)(1)	STREETSCAPE LANDSCAPING	HIGHWAY 66 1 TREE / 40 LF	173 LF / 40	4 TREES	4 TREES
16.2.150 (c)(3)a	COMMERCIAL LANDSCAPING STANDARDS	MIN. 20% OF SITE AS LANDSCAPE	58,530 SF X 0.2	11,706 SF	18,347 SF
16.2.150 (c)(3)b.1.	SITE TREES	MIN. 1 TREE / 1,000 SF LANDSCAPED AREA	18,347 SF / 1,000	19 TREES	24 TREES
16.2.150 (c)(3)b.2.	SHRUBS	MIN. 1 SHRUB / 150 SF LANDSCAPED AREA	18,347 SF / 150	124 SHRUBS	124 SHRUBS

CUT AND REMOVE BURLAP AND WIRE FROM TOP 1/3 OF ROOTBALL.

PRUNE DAMAGED OR DEAD BRANCHES IMMEDIATELY PRIOR TO PLANTING. REMOVE ANY DOUBLE LEADER.

CUT STAKE TO 6" ABOVE STRAP (TYP.)

TREE WRAP

MATCH TOP OF ROOT FLAIR TO EXISTING GRADE

3" MINIMUM PLANTING RIM

UNDISTURBED SOIL

DO NOT CUT CENTRAL LEADER OF TREE.

STAKE TREE TO 2 WOOD STAKES, AS PER THE SPECIFICATIONS. INTERLOCK NYLON STRAP AT CENTER OF TRUNK HEIGHT. CONNECT STAKE TO GROMMETED NYLON STRAP WITH 2 STRANDS OF NO. 12 GALV. WIRE. EXTEND STAKE MIN. 12" INTO UNDISTURBED SOIL.

PRUNE DAMAGED OR DEAD BRANCHES IMMEDIATELY PRIOR TO PLANTING. REMOVE ANY DOUBLE LEADER.

12 GAUGE DOUBLE STRAND GALV. WIRE WITH NYLON STRAP

3 STAKES PER TREE PLACED 120" AROUND TREE ON TREES OVER 6 FEET.

2 STAKES PER TREE ON TREES UNDER 6 FEET.

STAKES: METAL OR WOOD, 3" DIA.

MULCH RING DIAMETER:
 6' HT. = 7'-10"
 8' HT. = 8'-3"
 10' HT. = 8'-10"
 12' HT. = 8'-10" (OR EXTENDED BEYOND BRANCHING)

3" DEPTH APPROVED BARK MULCH

BACKFILL MIXTURE:
 50% TOPSOIL
 25% COMPOST
 25% NATIVE TOPSOIL

ROOTBALL SIZES:
 1.5" CAL. = 1'-8"
 2" CAL. = 2'-0"
 2.5" CAL. = 2'-4"
 3" CAL. = 2'-6"

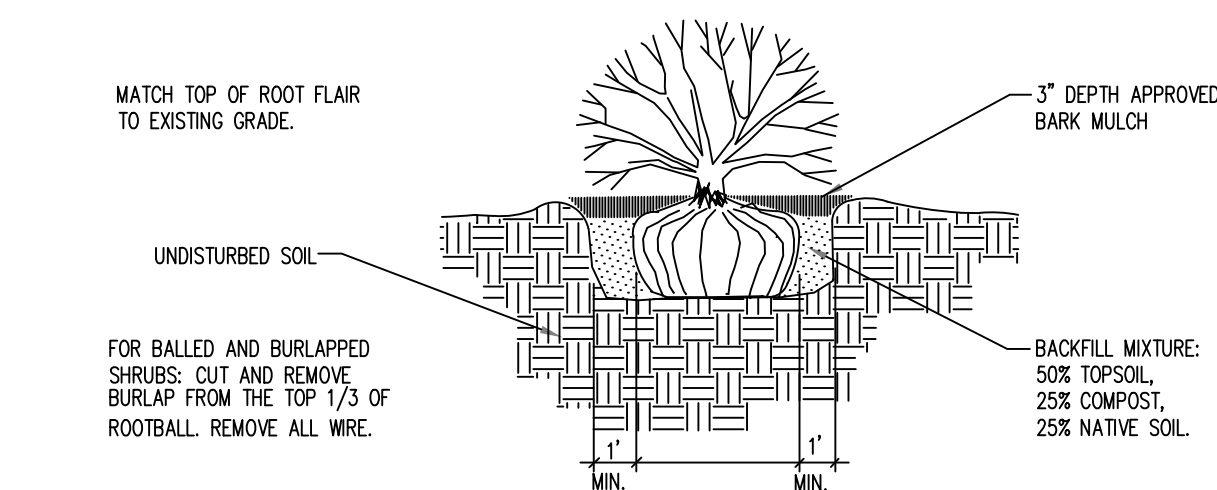
TREE PIT DIAMETER:
 1.5" CAL. = 7'-8"
 2" CAL. = 8'-0"
 2.5" CAL. = 8'-4"
 3" CAL. = 8'-6"

3" MINIMUM PLANTING RIM

UNDISTURBED SOIL

ROOTBALL SIZES:
 6' HT. = 1'-10"
 8' HT. = 2'-3"
 10' HT. = 2'-10"
 12' HT. = 2'-10"

TREE PIT DIAMETER:
 6' HT. = 8'-3"
 8' HT. = 8'-3"
 10' HT. = 8'-10"
 12' HT. = 8'-10"



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CLUB CARWASH SITE PLAN
LOT B, MEAD CROSSINGS AMENDMENT 2
CLUB CARWASH

S.H. 66 & FOSTER RIDGE DR.
MEAD, COLORADO

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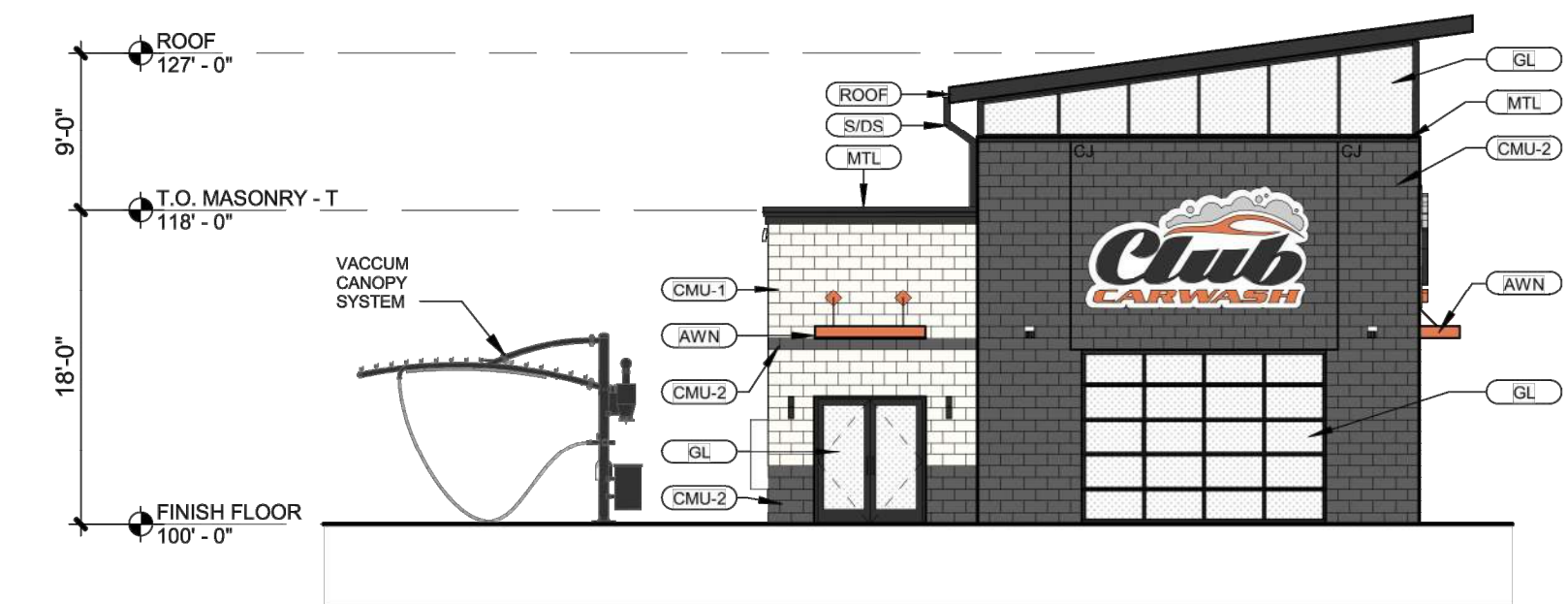
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Checked By:	JW
Date:	12/12/22

LANDSCAPE DETAILS

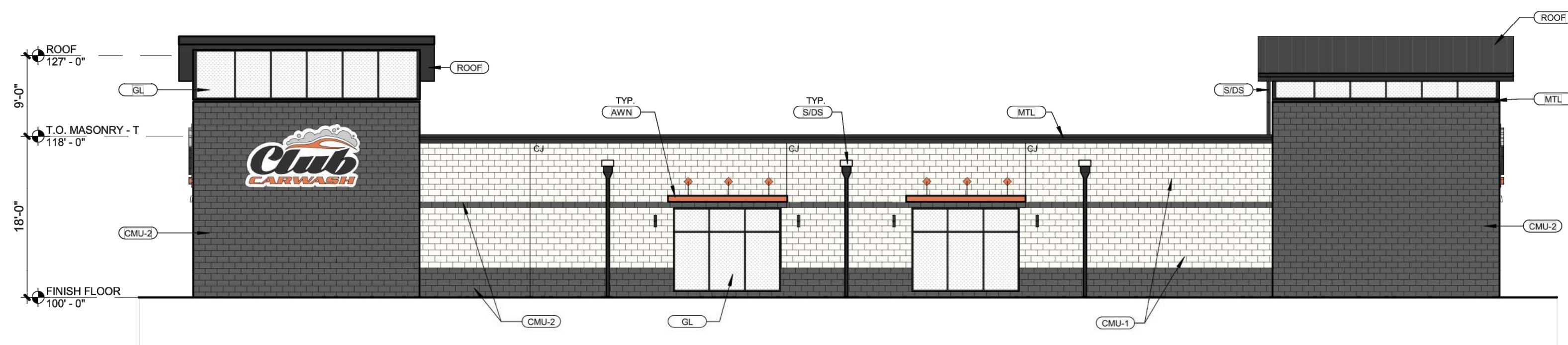
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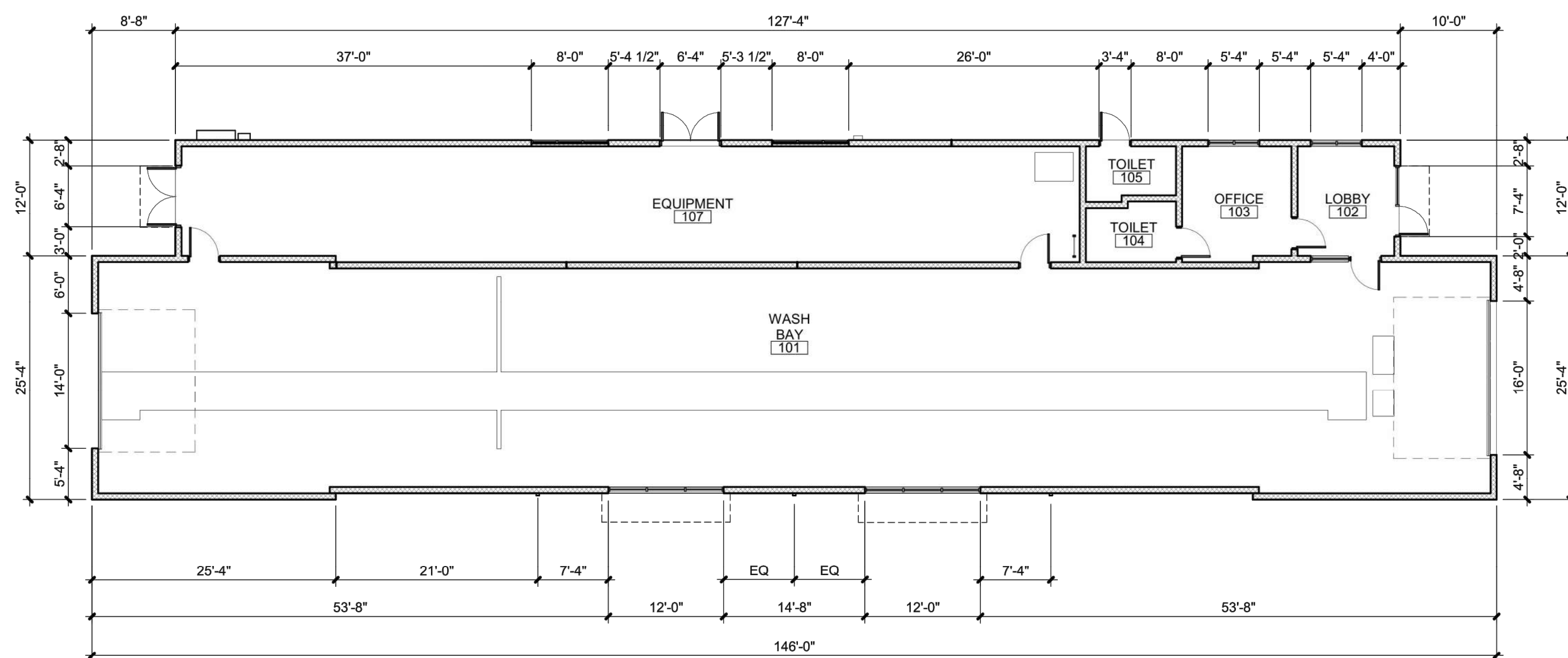
EAST ELEVATION | $3/32" = 1'-0"$



NORTH ELEVATION | $3/32'' = 1'-0''$



SOUTH ELEVATION | $3/32'' = 1'-0''$



SLAB PLAN | 3/32" = 1'-0"

LOCATED IN THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH P.M.,
TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO

EXTERIOR MATERIAL LEGEND

CMBL-1	ARCHITECTURAL 1" CMU SMOOTH FACE BLOCK (COLOR: Ivory)
CMBL-2	ARCHITECTURAL 6" CMU SPLIT FACE BLOCK (COLOR: Slate)
GL	ALUMINUM STOREFRONT GLAZING SYSTEM 2x4 1/2" Thermal-Stripped Framing in Black Painted Aluminum, w/ Insulated LOW-E Tinted Glazing Unit
AWN	PREFABRICATED PAINTED PALT METAL AWNING (COLOR: Red)
SIDS	FINISHED KYNAR-COATED SHEET METAL SCUPPER AND DOWNSPOUTS (COLOR: Matte Black)
MTL	FINISHED KYNAR COATED METAL COPING (COLOR: Matte Black)
ROOF	SINGLE PLY TPO OVER TAPERED INSULATION (COLOR: White)
	STANDING SEAM METAL ROOF WITH METAL FASCIA (COLOR: Matte Black)

Galloway

5500 Greenwood Plaza Blvd., Suite 200
Greenwood Village, CO 80111
303.770.8884
GallowayUS.com

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CLUB CARWASH SITE PLAN
LOT B, MEAD CROSSINGS AMENDMENT 2
CLUB CARWASH

S.H. 66 & FOSTER RIDGE DR.
MEAD, COLORADO

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Project No:	CCW000005
Drawn By:	RDG
Checked By:	MJ
Date:	12/12/22

BUILDING ELEVATIONS

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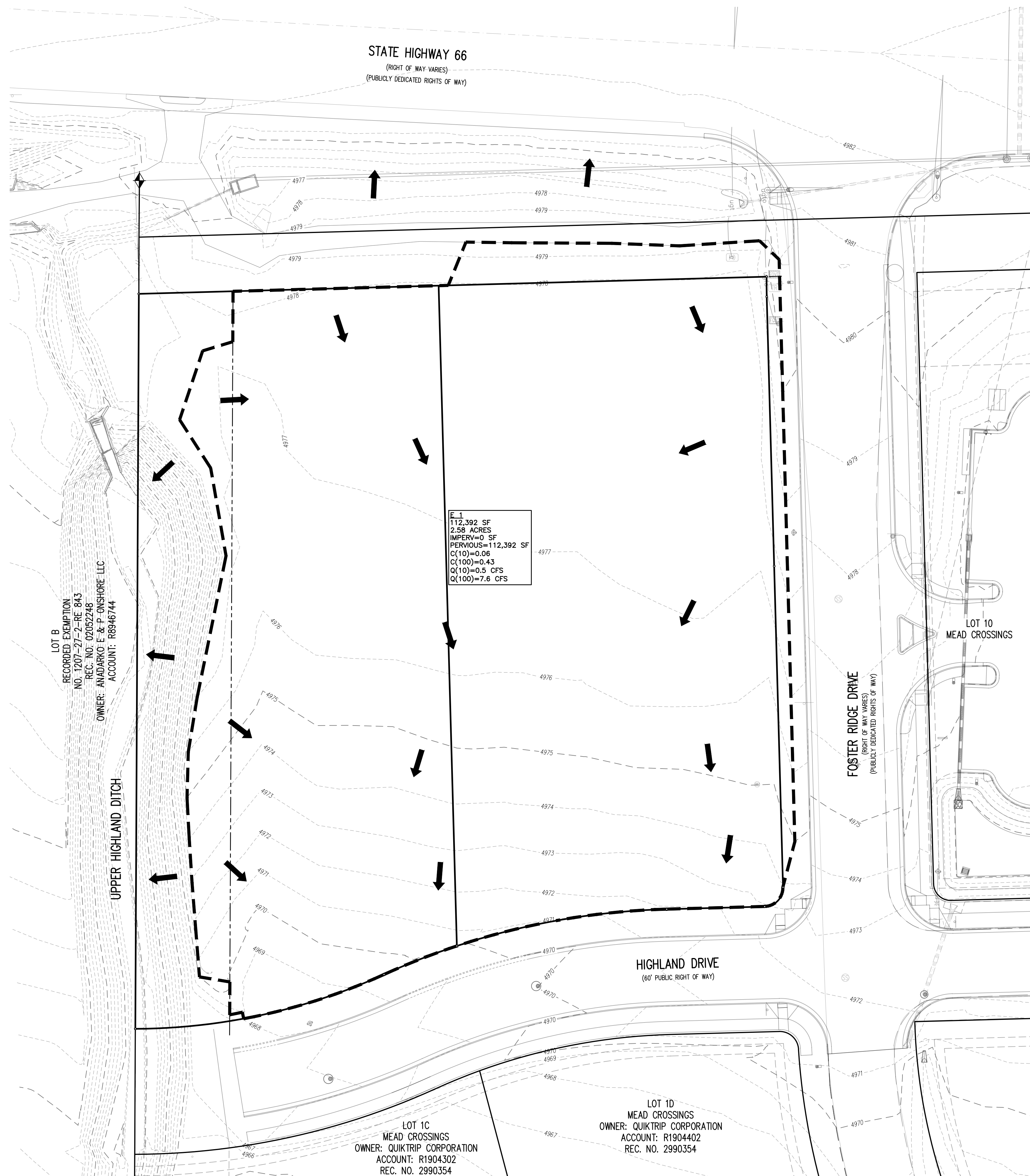
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EXTERIOR COLOR PALETTE

	ARCHITECTURAL 8" CMU SMOOTH FACE BLOCK COLOR: Ivory		ARCHITECTURAL 8" CMU SPLIT FACE BLOCK COLOR: Slate		STOREFRONT COLOR: Black Painted		SCUPPERS, DOWNSPOUTS, AND METAL COPINGS COLOR: Kynar Finish Matte Black		METAL AWNINGS COLOR: Red
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LOCATED IN THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH P.M.,
TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO



---	5460	---	EXISTING MAJOR CONTOUR
---	52	---	EXISTING MINOR CONTOUR
---	5465	---	PROPOSED MAJOR CONTOUR
---	66	---	PROPOSED MINOR CONTOUR
---	SD	---	EXISTING STORM SEWER (LESS THAN 12")
SD	SD	SD	EXISTING STORM SEWER (12" AND LARGER)
---	SD	---	PROPOSED STORM SEWER (LESS THAN 12")
SD	SD	SD	PROPOSED STORM SEWER (12" AND LARGER)
	15.00		PROPOSED SPOT ELEVATION
	FF		FINISHED FLOOR
	LP		LOW POINT

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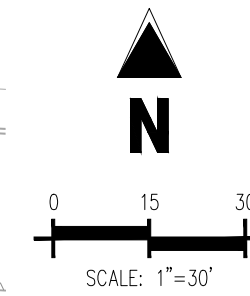


S.H. 66 & FOSTER RIDGE DR.
MEAD, COLORADO

Project No:	CCW000005
Drawn By:	RDG
Checked By:	MJ
Date:	12/12/22

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LOCATED IN THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH P.M.,
TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO



GRADING LEGEND

---	5460	EXISTING MAJOR CONTOUR
---	52	EXISTING MINOR CONTOUR
---	5465	PROPOSED MAJOR CONTOUR
---	66	PROPOSED MINOR CONTOUR
---	SD	EXISTING STORM SEWER (LESS THAN 12")
---	SD	EXISTING STORM SEWER (12" & LARGER)
---	SD	PROPOSED STORM SEWER (LESS THAN 12")
---	SD	PROPOSED STORM SEWER (12" & LARGER)
---	15.00	PROPOSED SPOT ELEVATION
FF		FINISHED FLOOR
LP		LOW POINT

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CLUB CARWASH SITE PLAN
LOT B, MEAD CROSSINGS AMENDMENT 2
CLUB CARWASH

S.H. 66 & FOSTER RIDGE DR.
MEAD, COLORADO

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Project No:	CCW000005
Drawn By:	RDG
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Date:	12/12/22

POST DEVELOPMENT DRAINAGE PLAN

DR-2



Agenda Item Summary

MEETING DATE: May 8, 2023 (rescheduled from April 10, 2023)
SUBJECT: Sugar Beet Solar Planned Unit Development (PUD) Overlay/Rezoning
PRESENTED BY: Jason Bradford, AICP, Community Development Director

SUMMARY

The applicant, Sugar Beet Solar, LLC (the “Applicant”), on behalf of the property owners PK Chavez, LLC and PK Mead, LLC (the “Owners”), is requesting approval of the Sugar Beet Solar Planned Unit Development (PUD) Overlay/Zoning Map (the “PUD”) to amend the zoning for the property generally located on the Town’s western boundary, northwest of the intersection of WCR 5/WCR 34 (Welker Avenue) and adjacent to Mead Ponds, as more fully described in the PUD (the “Property”). The Property consists of approximately 203 acres in total. The majority of the Property is zoned Residential Single Family district (RSF-4), with the southeast portion of the Property zoned General Commercial (GC).

The Future Land Use Map incorporated in the Town’s Comprehensive Plan designates most of the Property as low density Large Lot Residential (LLR), with approximately 18 acres at the northwest corner of WCR 5 and WCR 34 as Commercial Mixed Use (CMU). The Comprehensive Plan also supports the development of renewable energy projects through the following goals, policies, and strategies:

Chapter Two. II *Diverse Economy*

- Strategy 2A-1. Develop a marketing strategy to promote Mead’s available commercial and industrial areas to the following industries: traditional (oil and gas) and renewable energy sectors;
- Strategy 2A-2. Update Mead’s Land Use Code for consistency with the County’s streamlined regulations for development of wind, solar and other renewable energies.

Chapter Two. VI *An Expansive Natural and Agrarian Setting*

GOAL 1: Promote the efficient management of water, energy and waste through a cohesive sustainability program that represents the values of the Mead community.

Policy 1-C: Improve energy efficiency and expand the use of renewable energy including solar power.

- Strategy 1C-1. Work with United Power and Xcel Energy to develop and promote programs and codes that encourage energy efficiency and access to renewable energy.
- Strategy 1C-2. Update the Land Use Code to streamline the permitting process for the development of renewable energy projects, similar to Weld County’s recently updated regulations.
- Strategy 1C-3. Work towards the integration of renewable energy components into town projects that are supported with public funds.
- Strategy 1C-5. Develop a working partnership with the High School’s Energy Academy and utility companies to examine programs and initiatives to improve energy efficiency in

Mead, and increase the use of renewable energy and investigate opportunities for pilot programs (e.g., micro-grid).

The Applicant is requesting approval of the PUD to permit development of a photovoltaic solar production facility with a life span of 40 years. The project will include PV solar arrays, an underground collection system, a substation, battery energy storage system, a segment of transmission line and other appurtenant equipment. The PUD also includes a community park, and trails. The proposed Sugar Beet Solar project would provide 40 MW of solar generation and 25 MW of storage.

OVERVIEW

Generally, planned unit developments (“PUDs”) are permitted under Colorado’s Colorado Planned Unit Development Act of 1972, C.R.S. §§ 24-67-101 *et seq*, when approved pursuant to a local ordinance or resolution that meets statutory criteria. The intent behind PUDs is to allow for flexibility in zoning regulations and a mix of uses. A property owner is entitled to develop in accordance with applicable zoning and land use regulations, so in exchange for permitting flexibility accorded by approval of a PUD, a local government may require additional common open space pursuant to Sec. C.R.S. § 24-67-105, or a higher quality of development, amenities, or something the community would not otherwise get, as permitted in the local ordinance regarding PUDs. The Mead Municipal Code (“MMC”) authorizes PUDs and outlines applicable standards in MMC Sections 16-2-120 and 16-3-30, described with more particularity below.

The PUD submitted by Applicant proposes to retain the current RSF-4 and GC zoning as underlying zoning districts for the Property and the PUD overlay zone district permits a solar array installation, onsite substation, and associated battery storage. The PUD includes a significant expansion of the Mead Ponds Park and a trail system that will connect to the future regional trails network, as identified in the 2018 Comprehensive Plan. The trail to the north would connect to Highland Lake and the trail to the south would connect ultimately to the St. Vrain Creek trail and, in cooperation with the City of Longmont, Union Reservoir Park.

Community Development staff is proposing **conditional approval** of the PUD. In addition to standard conditions of approval, staff recommends approval subject to certain conditions that have been prepared to assist the Board of Trustees with making a determination that the PUD: (1) represents an improvement over the otherwise applicable development standards of the Town, and (2) satisfies the Town’s open space/park requirements. Staff’s recommended conditions are set forth in **Exhibit 3** of the Ordinance conditionally approving the PUD (the “Approval Conditions”), and include the following:

- Project limited to 40 years in duration;
- Project approval process by minor subdivision plat and administrative site plan
- Public dedication requirements, including CR 34 and CR 5 right of way and open space dedications in conformance with MMC provisions;
- Noise study and mitigation requirements;
- Decommissioning requirements; and
- Open space/park requirements; and
- Landscaping requirements.

As set forth in the Ordinance, Staff is recommending that the Approval Conditions be fully incorporated into the PUD in a form acceptable to the Community Development Director and Town Attorney prior to recording the PUD in the real property records of Weld County (“Records”) or, alternatively, that the Applicant finalize and execute a development agreement in a form acceptable to the Community Development Director and Town Attorney (“Development Agreement”) which memorializes all of the Approval Conditions. If the Applicant prefers to finalize and execute a

Development Agreement (in lieu of incorporating all Approval Conditions) in the PUD, the Development Agreement would be recorded in the Records concurrently with recordation of the PUD.

BACKGROUND INFORMATION

As set forth above, the Property is comprised of approximately 203 acres. Properties located in the vicinity of the Property are predominantly rural residential and agricultural with residences. The west property boundary is adjacent to the Longs Peak Substation, owned by the Platte River Power Authority (PRPA). The Maverick Solar Farm, a United Power facility, is located to the south. A high transmission power line is located along the west and northern portions of the Property. Both the Supply Ditch and the Mead Lateral Ditch traverse the Property. Mead Ponds and the Town's new Public Works facility are directly adjacent to the Property.

Applicant held a neighborhood/community meeting on Wednesday, November 2, 2022, at the Mead Town Hall. Approximately 30 people attended the open house style meeting that lasted approximately two (2) hours. Citizens had an opportunity to ask questions and have an open dialogue with the Applicant.

A joint notice of the November 16, 2022, Planning Commission hearing and the Board of Trustees hearing originally scheduled for December 12, 2022, was published at least 15 days prior to the public hearings, in accordance with the requirements of Section 16-3-160 of the MMC.

The Planning Commission opened a public hearing regarding the PUD at its November 16, 2022 regular meeting. At the November 16th meeting, the Planning Commission determined that additional information was needed in order to make a recommendation to the Board of Trustees and continued the hearing to December 14, 2022. The Planning Commission asked for additional information related to the feasibility of developing the Property for the currently zoned uses (residential and commercial). The Commission also asked for an analysis of the financial benefits for the Town related development of the Property for the proposed photovoltaic solar production facility compared to development under the existing zoning (residential and commercial).

The Planning Commission re-opened the public hearing on December 14, 2022. At the December 14th hearing, the Planning Commission considered the additional information provided by Town Staff and the Applicant, including a financial analysis provided by the Applicant and the professional credentials of those who prepared that report; an email from a DOLA representative regarding the State of Colorado's policies regarding the taxation of solar properties; a letter from the Property Owner's legal representative, Richard LiPuma; an ALTA survey of the Property demonstrating the location of various easements and other encumbrances on the Property; and an estimate of existing residential lots in the Town of Mead that are available for construction and in the entitlement process, as well as a Staff estimate of the absorption rate for those lots. At the December 14th meeting, the Planning Commission determined that the PUD did not meet the criteria for a zoning map amendment and recommended denial of the PUD to the Board of Trustees. The Planning Commission also recommended that the Board consider imposing a six (6) month moratorium on all solar energy production facilities to provide Staff time to research this land use and propose regulations for the Town.

A Board of Trustees public hearing on the PUD was originally scheduled for December 12, 2022. However, due to the continuation of the Planning Commission meeting, this Board of Trustees public hearing was opened and continued to January 9, 2023. The January 9, 2023 public hearing was re-opened and continued until January 30, 2023, as requested by the Applicant. The January 30, 2023 meeting was re-opened and continued until April 10, 2023 because the Owners filed an amended

petition for disconnection (seeking to remove all of the Property from Mead’s municipal boundaries) with the Weld County District Court on January 27, 2023.

On April 10th, the Town Attorney advised the Board that the Applicant team was not present due to the Applicant having requested an in-person public hearing. Due to the April 10th regular meeting being held as a “remote meeting” under the Town’s Remote Participation and Remote Meeting Policy (“Policy”), the Applicant has the right to suspend the conduct of the public hearing “. . . until such time as the Board . . . conducts a regular or special meeting at which a quorum will be physically present at the meeting location.”

Upon advisement of the Applicant’s request, the Board opened and continued the public hearing to a date, time and location to be determined. The Town Attorney confirmed that once the date, time and location of the rescheduled hearing was determined, the hearing would be required to be re-noticed in accordance with applicable provisions of the MMC.

Following the conclusion of the April 10th regular meeting, the Applicant and Town Staff determined that an “in-person” meeting could be accommodated on May 8, 2023 at 6PM at the Town’s Public Works Administration Building. Notice of the May 8, 2023 public hearing has been provided in accordance with applicable provisions of Section 16-3-160 of the MMC. Specifically, the Property was posted, and notice was published and mailed to adjacent property owners of record. The Board of Trustees has jurisdiction to conduct the re-scheduled public hearing on May 8, 2023.

During the past two months, Town staff has been working in good faith with the Applicant to finalize the Approval Conditions which, if approved by the Board, will be fully incorporated into the PUD or be incorporated into a Development Agreement between the Town and Applicant.

The Board of Trustees is encouraged to review the Approval Conditions in detail, and to provide direction to Staff regarding whether the Approval Conditions should be modified or if additional conditions should be added.

As set forth above, the Approval Conditions (as set forth in **Exhibit 3** of the Ordinance) have been prepared to assist the Board of Trustees with making a determination that the PUD: (1) represents an improvement over the otherwise applicable development standards of the Town, and (2) satisfies the Town’s open space/park requirements.

Community Development staff supports approval of the PUD, with conditions.

REVIEW CRITERIA

CRITERIA FOR AMENDMENTS TO THE OFFICIAL ZONING MAP

Zoning amendments may occur when a property owner requests to change the zoning of a property from one designation to another. Per MMC Section 16-3-160(e) *Criteria for amendments to the official zoning map*, the following criteria are used to review a zoning amendment application, and only one must be satisfied:

1. To correct a manifest error in an ordinance establishing the zoning for a specific property; or
2. To rezone an area or extend the boundary of an existing district because of changed or changing conditions in a particular area or in the Town generally; or
3. The land to be rezoned was zoned in error and as presently zoned is inconsistent with the policies and goals of the Comprehensive Plan; or
4. The proposed rezoning is necessary to provide land for a community-related use that was not anticipated at the time of the adoption of the Comprehensive Plan, and the rezoning will be consistent with the policies and goals of the Comprehensive Plan; or

5. The area requested for rezoning has changed or is changing to such a degree that it is in the public interest to encourage development or redevelopment of the area; or
6. A rezoning to Planned Unit Development overlay district is requested to encourage innovative and creative design and to promote a mix of land uses in the development.

REQUIREMENTS FOR ESTABLISHMENT OF A PLANNED UNIT DEVELOPMENT OVERLAY

The planned unit development overlay district is intended to encourage innovative land planning and site design concepts that implement and are consistent with the Town of Mead Comprehensive Plan. Per Section 16-3-30 (a) (4) a. *PUD (Planned Unit Development)*, the following are requirements of a PUD application:

1. Developer's statement of intent. Each concept plan application shall contain a statement by the applicant describing how the proposed development departs from the otherwise applicable standards of this land use code, and how the proposed development and mixed uses, on balance, is an improvement over what would be required under otherwise applicable standards.
2. Review and approval procedures. PUDs shall be reviewed and approved in accordance with the procedures in this code.
3. Use regulations. The Board of Trustees shall determine the types of uses allowed within a PUD at the time of concept plan approval. Only uses that are consistent with the Town of Mead Comprehensive Plan, pursuant to C.R.S. § 24-67-105, may be allowed within a PUD, and should generally be limited to uses allowed in the underlying zoning district.
4. Development intensity. The total number of dwelling units and level of nonresidential development allowed within a PUD shall comply with the Town of Mead Comprehensive Plan, pursuant to C.R.S. § 24-67-105, and shall not exceed the level that can be adequately served by public facilities. To provide information on the capacity of streets and other facilities serving a PUD, the Town Manager may require the applicant to conduct a traffic impact study or other infrastructure capacity analysis to provide information on the development's expected impacts on existing and planned facilities.
5. Other standards. Otherwise, applicable standards of this code, may be modified by the Board of Trustees as part of the approval of a PUD if consistent with the Comprehensive Plan and if the development is found to be an improvement over what would be required under otherwise applicable standards.

STAFF REVIEW AND ANALYSIS

Staff has reviewed the PUD and finds the PUD to be in compliance with the review criteria and requirements for a PUD zoning amendment application as set forth in Section 16-3-30 (a) (4) a. *PUD (Planned Unit Development)*, as outlined below. Staff further finds that the proposed PUD addresses the following criteria for rezoning, as set forth in Section 16-3-160(e) *Criteria for amendments to the official zoning map*.

CRITERIA FOR AMENDMENTS TO THE OFFICIAL ZONING MAP

Section 16-3-160(e)6.

Criterion No. 6 (to support an amendment to the Town's Official Zoning Map) applies to this PUD application. The PUD proposes to retain the current mixed-use zoning of RSF-4 and GC, and will permit the installation of the solar project, a commercial element on the corner of CR 5 and CR 34, an expanded Mead Ponds park, and trails. Specifically, and as set forth in the Approval Conditions, the Applicant will be required to include a final park, open space, and trails plan, including detailed programming and design for same, as a component of the Administrative Site Plan. In addition, the Applicant will pay for design and construction of all parks, open space, and trails identified in the Administrative Site Plan. The Applicant's completion of the improvements to be detailed in the parks and open space plan, together with establishing a funding mechanism to assist the Town with

maintaining same, supports a finding that the PUD will promote a mix of land uses in the development.

No. 6. *A rezoning to Planned Unit Development overlay district is requested to encourage innovative and creative design and to promote a mix of land uses in the development.*

REQUIREMENTS FOR A PUD ZONING AMENDMENT APPLICATION

Section 16-3-30 (a) (4) a.

Per Section 16-3-30 (a) (4) a. *PUD (Planned Unit Development)*, the following are requirements of a PUD application. Each requirement is followed by staff's analysis.

- 1. Developer's statement of intent. Each concept plan application shall contain a statement by the applicant describing how the proposed development departs from the otherwise applicable standards of this land use code, and how the proposed development and mixed uses, on balance, is an improvement over what would be required under otherwise applicable standards.**

The proposed photovoltaic solar production facility would typically be located on an industrial zoned property. The proposed PUD does provide for significantly more open space and landscape buffers than would be required in an industrial zone district, and the proposed Approval Conditions memorializes these and other requirements that render the PUD an improvement over otherwise-applicable standards. These improvements are explained with more particularity under criterion 5 below.

- 2. Review and approval procedures. PUDs shall be reviewed and approved in accordance with the procedures in this code.**

The PUD application has been reviewed in accordance with the procedures in the MMC.

- 3. Use regulations. The Board of Trustees shall determine the types of uses allowed within a PUD at the time of concept plan approval. Only uses that are consistent with the Town of Mead Comprehensive Plan, pursuant to Section 24-67-105, C.R.S., may be allowed within a PUD, and should generally be limited to uses allowed in the underlying zoning district.**

The proposed land use (a photovoltaic solar production facility) is not listed in the Table of Uses. The Comprehensive Plan anticipates the development of regulations for similar uses; however, those regulations have not yet been established. The safeguards incorporated in the Approval Conditions ensure that the PUD will be consistent with the underlying zoning, including a decommissioning plan to return the Property to the underlying zoning after 40 years, open space and buffer requirements, and noise mitigation. Although the underlying zoning and land use designations on the 2018 Comprehensive Plan Land Use Map are residential and commercial, the Comprehensive Plan does support the development of renewable energy. Specifically, the PUD is consistent with the following goals/policies/strategies:

Chapter Two. II *Diverse Economy*

- Strategy 2A-2. Update Mead's Land Use Code for consistency with the County's streamlined regulations for development of wind, solar and other renewable energies.

Chapter Two. VI *An Expansive Natural and Agrarian Setting*

GOAL 1: Promote the efficient management of water, energy and waste through a cohesive sustainability program that represents the values of the Mead community.

Policy 1-C: Improve energy efficiency and expand the use of renewable energy including solar power.

- Strategy 1C-1. Work with United Power and Xcel Energy to develop and promote programs and codes that encourage energy efficiency and access to renewable energy.
- Strategy 1C-5. Develop a working partnership with the High School's Energy Academy and utility companies to examine programs and initiatives to improve energy efficiency in Mead, and increase the use of renewable energy and investigate opportunities for pilot programs (e.g., micro-grid).

The Applicant will work together with the SVVSD Energy Academy at the Mead High School throughout the development of the project, affording them the opportunity to have “real-life” onsite experience. The PUD will promote energy efficiency and expand the use of renewable energy. The project would provide renewable energy that would provide additional stability to the regional electric grid. This energy may, potentially, be sold to United Power, which would increase the sustainable sources of energy for the benefit of the citizens of Mead.

- 4. Development intensity. The total number of dwelling units and level of nonresidential development allowed within a PUD shall comply with the Town of Mead Comprehensive Plan, pursuant to Section 24-67-105, C.R.S., and shall not exceed the level that can be adequately served by public facilities. To provide information on the capacity of streets and other facilities serving a PUD, the Town Manager may require the applicant to conduct a traffic impact study or other infrastructure capacity analysis to provide information on the development's expected impacts on existing and planned facilities.**

The proposed use would require minimal public services.

- 5. Other standards. Otherwise, applicable standards of this code, may be modified by the Board of Trustees as part of the approval of a PUD if consistent with the Comprehensive Plan and if the development is found to be an improvement over what would be required under otherwise applicable standards.**

Subject to the Board's review and approval of the Approval Conditions (set forth in **Exhibit 3** of the Ordinance), it is Staff's position that the development will be a benefit to the Town of Mead. The minimal visual impact of the development will be lessened with setbacks and landscaping requirements. RSF-4 zoning requires dedication of 15% open space, but the PUD includes dedication of 20% open space for areas with underlying RSF-4 zoning. Although the building and impact fees for the project are less at the outset than residential homes, the tax benefits over time, in addition to the limited need for services from the Town, will make a sizeable financial contribution to the Town and the Districts that serve the Town over time. See *Selected Fiscal Implications to the Town of Mead, Colorado*. At the end of the life of the solar project, when decommissioning has been completed, the Property will be available, once again, to develop in accordance with the originally anticipated residential and commercial uses under the current zoning.

The project would provide immediate benefits to the Town on a parcel of land that has been undeveloped for many years. The Property Owners have tried through the years to attract a residential and/or commercial developer without success. The Property Owners' counsel has represented that the numerous encumbrances that exist on the land (such as the two ditches and various easements) have created difficulties for residential developers (see letter from the landowner's representative and an ALTA survey attached). This Property is marginalized for residential development as a result of the encumbrances and may best be suited for alternatives.

Although the acreage of property in the Town available for residential development will be reduced during the life of the project, an analysis of existing and pending projected residential development within the Town limits reveals that extensive acreage for lots is already available for years to come.

See Table in Attachment 1 entitled *Town of Mead Development Status and Projected Buildout* that shows the status of existing and proposed residential developments by project, that are either:

- Approved/Under Construction;
- Entitled (Haven't Started Construction);
- Under review;
- Pre-applications;
- Projects that have been reviewed but are not active.

The Table provides a projected buildout of the lots based on three scenarios: low (150 building permits/year), medium (250 building permits/year) and high absorption (350 building permits/year). Due to the abundance of already available land for residential development in the Town and the alleged disadvantages to residential development on the Property, the PUD presents a feasible project for use of the Property and likely earlier development than would otherwise occur, providing the Town with the benefits of supporting renewable energy and expanded parks and trails.

The power generated from the project, as of the date of the drafting of this AIS, may not immediately serve the Town of Mead, but it does serve surrounding communities (Longmont, Loveland, Ft. Collins and Estes Park) and does provide stability to the local electrical grid. United Power serves the electricity for the Town of Mead and once their commitments with Tri-State end in 2024, there may be the potential for some of the solar power that would be generated on the Property, to be purchased by United Power, which would serve the residents of Mead.

In addition, no roadway improvements would be required for the proposed solar development. However, the Town will acquire the additional needed right-of-way dedications at the time of a plat. Also, the proposed solar project would also require significantly fewer Town services than the services that would be required by the underlying residential use. The Applicant is proposing an approximately 12-acre expansion and development of the Mead Ponds Park, the dedication of an 8-acre open space parcel to the Town, and a 1.6-mile trail system.

FINANCIAL CONSIDERATIONS

The Applicant has provided a fiscal analysis entitled *Selected Fiscal Implications to the Town of Mead, Colorado, Revised October 2022*.

STAFF RECOMMENDATION/ACTION REQUIRED

The actions available to the Board of Trustees are to approve the PUD, approve the PUD with conditions, deny the PUD, or continue the public hearing to a future date certain. Staff recommends that the Board of Trustees approve the application **with conditions**, as drafted in the attached draft ordinance.

Staff has determined that the PUD satisfies the required criteria. While the proposed PUD zoning does not match the Future Land Use Map of the Comprehensive Plan, the PUD is consistent with the Comprehensive Plan in supporting the development of renewable energy and the goals and policies outlined above.

In addition, subjecting the PUD to the Approval Conditions set forth in **Exhibit 3** of the Ordinance will provide an improvement over what is otherwise required under current zoning and development standards, and ensure that the open space and parks plan for the Property complies with C.R.S. § 24-67-105 and MMC Section 16-2-120.

Suggested Motion:

APPROVAL WITH CONDITIONS OPTION: Should the Board of Trustees decide to approve the PUD with conditions, the following motion is suggested:

“I MOVE TO APPROVE ORDINANCE NO. 1030, AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF MEAD, COLORADO, APPROVING WITH CONDITIONS THE SUGAR BEET SOLAR PLANNED UNIT DEVELOPMENT (PUD) OVERLAY / ZONING MAP AMENDMENT, BASED ON A FINDING THAT THE REVIEW CRITERIA SET FORTH IN SECTION 16-3-160 AND 16-3-30 OF THE MEAD MUNICIPAL CODE HAVE BEEN ADEQUATELY SATISFIED, AS DETAILED IN THE *AGENDA ITEM SUMMARY* PREPARED FOR THE APRIL 10, 2023 CONTINUED PUBLIC HEARING, AND SUBJECT TO THE SPECIFIC CONDITIONS OF APPROVAL SET FORTH THE ORDINANCE.”

DENIAL OPTION: Should the Board of Trustees decide to deny the PUD, the following motion is suggested:

“I MOVE TO APPROVE ORDINANCE NO. 1031, AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF MEAD, COLORADO, DENYING THE SUGAR BEET SOLAR PLANNED UNIT DEVELOPMENT (PUD) OVERLAY/ZONING MAP BASED ON A FINDING THAT THE REVIEW CRITERIA SET FORTH IN SECTION 16-3-30 AND 16-3-160 OF THE MEAD MUNICIPAL CODE HAVE NOT BEEN SATISFIED.”

OPTION TO CONSIDER ESTABLISHMENT OF SIX-MONTH MORATORIUM:

To consider the establishment of a moratorium for renewable energy-related development applications (including but not limited to solar energy farms, wind farms, biomass facilities or similar land uses), in order to conduct a study and formulate recommendations relating to land use regulation of renewable energy uses, the following motion is recommended:

“I MOVE TO INSTRUCT TOWN STAFF AND THE TOWN ATTORNEY’S OFFICE TO PREPARE A DRAFT ORDINANCE ESTABLISHING THE IMPOSITION OF A TEMPORARY MORATORIUM ON DEVELOPMENT OF RENEWABLE ENERGY-RELATED FACILITIES FOR AN INITIAL PERIOD OF SIX (6) MONTHS FROM THE EFFECTIVE DATE OF THE MORATORIUM IN ORDER TO PERMIT TOWN STAFF REASONABLE TIME TO CONDUCT A COMPREHENSIVE STUDY OF THE APPROPRIATE ZONING REGULATIONS, DEVELOPMENT REGULATIONS AND CONDITIONAL USE STANDARDS FOR RENEWABLE ENERGY FACILITIES BASED ON IMPACT OF THE USE ON THE COMMUNITY AND SURROUNDING AREAS;

I FURTHER MOVE THAT THE DRAFT ORDINANCE ESTABLISHING THE MORATORIUM BE BROUGHT BEFORE THE BOARD OF TRUSTEES AT A FUTURE REGULAR OR SPECIAL MEETING FOR CONSIDERATION.”

[attachments to *Agenda Item Summary* listed on next page]

ATTACHMENTS

Attachment 1:	PC Resolution No. 12-PC-2022, recommending denial of PUD (without exhibits)
Attachment 2:	Ordinance No. 1030 to Approve with conditions the Sugar Beet Solar Planned Unit Development (PUD), including Approval Conditions at Exhibit 3.
Attachment 3:	Sugar Beet Solar Planned Unit Development (PUD) and Zoning Map
Attachment 4:	Applicant's Letter of Intent
Attachment 5:	Applicant's BOT Presentation
Attachment 6:	Letter from owner's representative, Richard T. LiPuma, dated Oct. 20, 2022
Attachment 7:	Letter from owner's representative, Richard T. LiPuma, dated Nov. 17, 2022
Attachment 8:	ALTA survey of Property
Attachment 9:	Applicant's financial analysis of solar use (<i>Selected Fiscal Implications to the Town of Mead, Colorado, Revised October 2022</i>)
Attachment 10:	Credentials of Applicant's financial analysts
Attachment 11:	Email from DOLA representative re: CO State taxation of solar properties
Attachment 12:	Residential Lot Status and Projected Lot Absorption spreadsheet
Attachment 13:	Letter of Support – United Power
Attachment 14:	Letter of Support – Mead H.S. Energy Academy
Attachment 15:	Letter of Support – Pauli Driver-Smith
Attachment 16:	Letter of Opposition – Highland Ditch Company
Attachment 17:	Letter of Opposition – Supply Ditch Company
Attachment 18:	Draft Ordinance to Deny the Sugar Beet Solar PUD

**TOWN OF MEAD, COLORADO
PLANNING COMMISSION
RESOLUTION NO. 12-PC-2022**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE TOWN OF
MEAD, COLORADO RECOMMENDING DENIAL OF THE SUGAR BEET
SOLAR PLANNED UNIT DEVELOPMENT (PUD) OVERLAY/ZONING MAP**

WHEREAS, in accordance with Section 16-3-160 of the Mead Municipal Code (“MMC”), Sugar Beet Solar, LLC (the “Applicant”) submitted an application to amend the official Town zoning map and rezone certain real property consisting of approximately 202.794 acres more or less, as legally described in **Exhibit 1** attached hereto (the “Property”); and

WHEREAS, the Applicant is the authorized representative of PK Chavez, LLC, and PK Mead, LLC, the fee owners of the Property (“Owners”); and

WHEREAS, the Property is currently zoned Residential Single Family (RSF-4) and General Commercial (GC); and

WHEREAS, the Applicant is proposing to rezone the Property to Residential Single Family (RSF-4) and General Commercial (GC) with a Planned Unit Development (PUD) Overlay, as shown on the Sugar Beet Solar Planned Unit Development (PUD) Overlay/Zoning Map attached hereto as **Exhibit 1** (“PUD”); and

WHEREAS, in accordance with Sections 16-3-160 of the MMC, the Planning Commission held a duly noticed public hearing on November 16, 2022, to review and consider the proposed PUD; and

WHEREAS, the Planning Commission continued the public hearing to a date certain of December 14, 2022, in order to review additional information; and

WHEREAS, the Planning Commission has reviewed the PUD, and other materials distributed to the Planning Commission by Town Staff at or prior to the November 16, 2022 and the December 14, 2022 meetings, and desires to recommend denial of the PUD to the Board of Trustees.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the Town of Mead, Colorado, that:

Section 1. The above recitals are incorporated herein as findings of the Planning Commission.

Section 2. The Planning Commission finds that the public hearing on the proposed PUD was conducted in accordance with Section 16-3-160 of the MMC.

Section 3. The Planning Commission recommends denial of the PUD based on a determination that the applicable standards set forth in MMC Section 16-3-30 have not been satisfied, and/or the PUD does not meet the criteria for amendments to the Town official zoning map pursuant to MMC Section 16-3-160(e), as follows:

- The PUD does not encourage innovative and creative design or promote a mix of land uses in the development.
- The PUD is not consistent with the Town Comprehensive Plan.

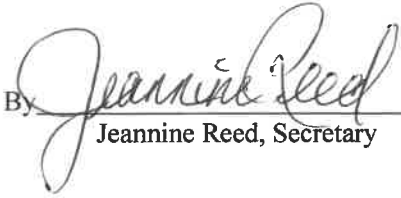
- The Applicant has not provided a compelling case that the area requested for rezoning has changed or is changing to such a degree that it is in the public interest to encourage development or redevelopment of the area.
- The proposed development and mixed uses, on balance, are not an improvement over what would be required under otherwise applicable standards.

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

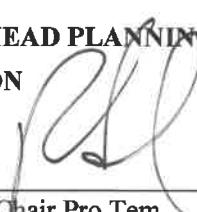
INTRODUCED, READ, PASSED AND ADOPTED THIS 14th DAY OF DECEMBER, 2022.

ATTEST:

**TOWN OF MEAD PLANNING
COMMISSION**

By 
Jeannine Reed, Secretary




Chair/Chair Pro Tem

**TOWN OF MEAD, COLORADO
ORDINANCE NO. 1030**

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF MEAD,
COLORADO APPROVING WITH CONDITIONS THE SUGAR BEET SOLAR
PLANNED UNIT DEVELOPMENT (PUD) OVERLAY/ZONING MAP
AMENDMENT**

WHEREAS, the Town has enacted certain ordinances pursuant to its authority to authorize planned unit developments in accordance with the Planned Unit Development Act of 1972, C.R.S. §§ 24-67-101 *et seq.*; and

WHEREAS, in accordance with C.R.S. § 24-67-105(7), Section 16-3-30(a)(4) of the *Mead Municipal Code* (“MMC”) sets forth that the Board of Trustees may modify otherwise applicable standards of the MMC if a planned unit development is found to be an improvement over what would be required under otherwise applicable standards (collectively, the “Improvement Standards”); and

WHEREAS, in accordance with C.R.S. § 24-67-105(6), Section 16-2-120(d)(3) of the MMC sets forth the standards for inclusion of common open space within a planned unit development (“Open Space Requirements”); and

WHEREAS, in accordance with Section 16-3-160 of the MMC, Sugar Beet Solar, LLC (the “Applicant”) submitted an application to amend the official Town zoning map to rezone as a planned unit development overlay certain real property consisting of approximately 202.794 acres more or less, as legally described in **Exhibit 1** attached hereto (the “Property”); and

WHEREAS, the Applicant is the authorized representative of PK Chavez, LLC, and PK Mead, LLC, the fee owners of the Property (“Owners”); and

WHEREAS, the Property is currently zoned Residential Single Family (RSF-4) and General Commercial (GC); and

WHEREAS, the Applicant is proposing to rezone the Property to Residential Single Family (RSF-4) and General Commercial (GC), with a Planned Unit Development (PUD) Overlay, as shown on the Sugar Beet Solar Planned Unit Development (PUD) Overlay/Zoning Map attached hereto as **Exhibit 2** (“PUD”); and

WHEREAS, the Town’s Community Development staff is proposing certain conditions related to the approval of the PUD in order to ensure that the Board may find that the PUD: (1) represents an improvement over the Improvement Standards, and (2) satisfies the Open Space Requirements; and

WHEREAS, Town staff’s recommended conditions of approval are set forth in **Exhibit 3** of this Ordinance (the “Approval Conditions”); and

WHEREAS, the Agenda Item Summary prepared for the May 8, 2023 public hearing (rescheduled from April 10, 2023) recommends that the Board of Trustees conditionally approve the PUD, subject to the Town’s standard conditions of approval and the Board’s imposition of the Approval Conditions; and

WHEREAS, in accordance with Sections 16-3-160 of the MMC, the Planning Commission held a duly noticed public hearing on November 16, 2022, to review and consider the proposed PUD, which public hearing was continued to December 14, 2022; and

WHEREAS, following the conclusion of the Planning Commission hearing on December 14, 2022, the Planning Commission adopted Resolution 12-PC-2022, recommending denial of the PUD to the Board of Trustees; and

WHEREAS, the Board of Trustees opened a duly-noticed public hearing regarding the proposed PUD on December 12, 2022 and continued said public hearing to January 9, 2023, which public hearing was continued to January 30, 2023, and then subsequently continued to April 10, 2023 (at 6:00 p.m. at Town Hall), following the Town being advised that Owners had filed an amended petition for disconnection of the Property from the corporate boundaries of the Town with the Weld County District Court on or about January 27, 2023; and

WHEREAS, the April 10, 2023 public hearing was closed at Applicant's request; and

WHEREAS, specifically, Applicant requested (as permitted under the Town's Remote Participation and Remote Meeting Policy) that the conduct of the hearing be suspended until such time as the Board conducts a regular or special meeting at which a quorum will be physically present at the meeting location; and

WHEREAS, following the conclusion of the April 10, 2023 regular meeting, the Town and Applicant determined that the rescheduled hearing would be conducted on May 8, 2023 at 6:00PM at the Town's Public Works Administration Building; and

WHEREAS, notice of the May 8th hearing has been provided in accordance with applicable provisions of the MMC; and

WHEREAS, the administrative record for this matter includes, but is not limited to, the Town of Mead Land Use Code (including subdivision and zoning amendment regulations), the Town of Mead Comprehensive Plan, all other applicable ordinances, resolutions and regulations, the staff files and reports of the Community Development Director and Town Engineer related to the PUD, any and all submittals by the Applicant and members of the public, and the audio recordings and minutes of both the Planning Commission and Board of Trustee meetings at which this application was considered; and

WHEREAS, the Board of Trustees has reviewed the Approval Conditions and finds that the application of the Approval Conditions is necessary in order to ensure that: (1) the PUD represents an improvement over the Improvement Standards, and (2) the PUD satisfies the Open Space Requirements; and

WHEREAS, the Board of Trustees has determined that the PUD satisfies at least one of the review criteria applicable to amendments to the Town's official zoning map set forth in Section 16-3-160(e) of the MMC, and the MMC criteria applicable to the PUD, and desires to approve the PUD, subject to the conditions set forth below.

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

Section 1. The above recitals are incorporated herein as findings of the Board of Trustees.

Section 2. The Board finds that the public hearing on the proposed PUD was conducted in accordance with Section 16-3-160 of the MMC.

Section 3. The Board of Trustees approves the PUD, in substantially the form attached hereto as **Exhibit 2**, based on a determination that the applicable standards set forth in MMC Sections 16-3-30 and

16-3-160(e) have been satisfied, and subject to the following conditions of approval:

- (a) The Applicant/Owners shall pay all fees and costs incurred by the Town and its consultants, including without limitation legal fees and costs, for review and processing of the PUD application within forty-five (45) days of receiving an invoice from the Town. The Applicant/Owners shall pay all such fees and costs prior to the Town recording the PUD in the Weld County real property records (“Records”).
- (b) The Applicant/Owner shall resolve and correct any technical issues as directed by Town staff prior to the recording of the PUD in the Records.
- (c) The Approval Conditions in the form attached hereto as **Exhibit 3** shall be fully incorporated into the PUD in a form acceptable to the Community Development Director and Town Attorney prior to recording the PUD in the Records or, alternatively, the Applicant/Owners shall finalize and execute a development agreement in a form acceptable to the Community Development Director and Town Attorney (“Development Agreement”) which memorializes all of the Approval Conditions, which fully executed Development Agreement shall be recorded in the Records together with the PUD.

Section 4. Execution of Certificate of Approval of Board of Trustees. The Mayor and Town Clerk shall be authorized to execute the “CERTIFICATE OF APPROVAL BY THE BOARD OF TRUSTEES” appearing on the PUD following the date on which all conditions set forth in Section 3 of this Ordinance above have been satisfied.

Section 5. Authority to Execute Development Agreement. The Town Attorney, in consultation with the Community Development Director and Town Manager, shall be authorized to finalize the Development Agreement contemplated in Section 3(c) of this Ordinance above and shall also be authorized to make non-material formatting changes to the Development Agreement, as may be necessary prior to execution. The Town Attorney shall not be authorized to alter or modify the Approval Conditions set forth in **Exhibit 3** unless such alterations or modifications have been reviewed and approved by the Board of Trustees at a public meeting of the Board. The Mayor, Mayor Pro Tem, or Town Manager shall be authorized to execute the Development Agreement on behalf of the Town when in final form.

Section 6. Effective Date. This Ordinance shall be published and become effective as provided by law.

Section 7. Severability. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the ordinance. The Board of Trustees hereby declares that it would have passed the ordinance including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more part, section, subsection, sentence, clause or phrase is declared invalid.

Section 8. Repealer. All ordinances or resolutions, or parts thereof, in conflict with this ordinance are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such ordinance nor revive any ordinance thereby.

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 8TH DAY OF MAY, 2023.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

Exhibit 1
PROPERTY LEGAL DESCRIPTION

[Attached.]

Exhibit 2
SUGAR BEET SOLAR PLANNED UNIT DEVELOPMENT (P.U.D.) OVERLAY/ZONING
MAP

[Attached.]

Exhibit 3
APPROVAL CONDITIONS
[recommended by Town Staff]

[Attached.]

Proposed Conditions of Approval (Sugar Beet Solar PUD Overlay)

Developer = Sugar Beet Solar, LLC, a subsidiary of Enyo Power Partners, LLC, a Delaware limited liability company ("Developer" or "Enyo").

- Approved length/term of Project. Add language to PUD to clarify that the operational life of solar project ("Project") limited to forty (40) years from the date the Project first generates electricity ("Commencement Date").
- Clarify Project approval process. Add language to PUD to clarify the process for solar project approval by Town (post conditional approval of the PUD), including:
 - Minor Subdivision Plat review under *Mead Municipal Code* ("MMC") Sec. 16-4-40(b)(2). Minor Subdivision Plat requires Planning Commission recommendation and Board of Trustees review/approval, both at public hearings.
 - Administrative Site Plan submittal under MMC Sec. 16-4-100. Requires Staff approval, followed by ratification by the Board of Trustees.
 - PUD language to confirm that Minor Subdivision Plat and Administrative Site Plan may be processed simultaneously.
 - Dedication of right-of-way for CR 34 and CR 5 accomplished via Minor Subdivision Plat.
 - A landscape covenant on the Property through decommissioning. A Final Landscape Plan will be included as part of the Administrative Site Plan.
- Decommissioning plan. Add language to PUD to require a detailed decommissioning plan ("Decommissioning Plan") and the posting of financial assurance with the Town sufficient to fund the estimated decommissioning/reclamation costs net of salvage value required by the Decommissioning Plan, which costs shall be set forth with specificity in the Decommissioning Plan (the "Security").
 - The Decommissioning Plan shall be required to be submitted for approval as a component of the Administrative Site Plan.
 - Prior to issuance of a certificate of completion for the Project, the Security in an amount sufficient to fund the estimated decommissioning/reclamation costs required by the Decommissioning Plan will be posted with the Town.
 - The Security shall: (i) name the Board of Trustees of the Town of Mead as the sole beneficiary, (ii) shall include automatic extension language (or an "evergreen clause") in a form acceptable to the Town Attorney, and (iii) be "bankruptcy remote," meaning that the Security will be unaffected by the bankruptcy of the Developer or any of its successors or assigns.
 - The Town will have the right to draw upon the Security to pay for decommissioning in the event that Developer has not commenced decommissioning/reclamation activities within one year after the 40th anniversary of the Commencement Date.
 - The Security will be in a form acceptable to the Town Attorney with consideration of credit worthiness, financial strength, credit history, credit rating and debt and may be in the form of: (A) Surety bond with a corporate surety registered in Colorado; (B) Certificate of deposit in the name of the Town of Mead with a state or federally insured financial institution in Colorado (Enyo will be entitled to all interest payments); (C) Other forms of assurance such as corporate guarantee, letter of credit, insurance policy, or other forms as may be acceptable to the Town Attorney.
 - On the twentieth (20th) anniversary of the Commencement Date and every five (5) years thereafter until the 35th anniversary of the Commencement Date, the Town and Enyo will jointly select a an independent Colorado-licensed engineer to prepare an update to the Decommissioning Plan that reflects the then-current costs to decommission the Project facilities, net of recycling and salvage value of the Project

facilities, and the cost to restore the land to a condition substantially similar to its condition prior to development of the Project, for review and approval by the Town ("Required Decommissioning Plan Updates"). The amount of the Security shall be modified to equal 100% of the costs set forth in the Required Decommissioning Plan Updates. The Decommissioning Plan approved by the jointly selected Colorado licensed engineer shall be binding on Developer.

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- Developer shall decommission the Project and complete restoration of the Property, within twelve (12) months following the earlier of either: (a) the 40th anniversary of the Commencement Date; or (b) after power production has permanently ceased for a period of 365 consecutive days.
- All non-utility owned equipment, conduits, structures, fencing, and foundations to a depth of at least three (3) feet below grade will be removed. This requirement shall be set forth in the Decommissioning Plan and all Required Decommissioning Plan Updates.
- The Decommissioning Plan will require the property to be restored to a condition substantially similar to its condition prior to development of the Project. This requirement shall be set forth in the Decommissioning Plan and all Required Decommissioning Plan Updates.
- If prior to completion of decommissioning the Town reviews and approves a separate land use application to transition the Property to residential and/or commercial uses, the Decommissioning Plan will be revised to require the property be restored to a condition compatible with construction of residential and commercial uses.
- Public dedications – ROW and Open Space Requirements.
 - PUD shall be amended to show dedication of additional right-of-way for a "rural" cross-section, in accordance with the Transportation Master Plan, for CR 34 and CR 5. As set forth above, dedication of right-of-way for CR 34 and CR 5 accomplished via Minor Subdivision Plat. The Minor Subdivision Plat will be recorded following a determination by staff that the building permit is eligible for approval.
 - Dedication of a total of 38.4 acres required to satisfy the open space requirements under MMC Sec. 16-2-120 (equivalent to 20% of the 185 acres of RSF-4 zoned property included in the PUD and 8% of the 17.7 acres of GC zoned property in the PUD) ("Open Space Requirements"). PUD shall be amended to show, in graphic form, a preliminary park, open space and trails plan ("Preliminary Open Space Plan"). The PUD shall also be amended to show the park, open space and trails to be dedicated to the Town to satisfy the Open Space Requirements. The Preliminary Open Space Plan shall be substantially in accordance with the following:
 - Park dedication (of approximately 12 acres in size) to be located east of the existing Mead Ponds park.
 - Trail easement dedications of approximately 17.6 acres in size.
 - The remaining open space dedication requirement will consist of approximately 8.8 acres located at the corner of CR 34 and CR 5, to be used at the Town's discretion in accordance with Mead Municipal Code ("MMC") Section 16-2-120.
 - Dedication of all property necessary to satisfy Open Space Requirements will be accomplished via Minor Subdivision Plat. The Minor Subdivision Plat will be recorded following a determination by staff that the building permit is eligible for approval.
 - Public dedications of right-of-way and Open Space Requirements will be credited to then owner of the property for any future dedication requirements upon decommissioning and redevelopment of the property.

- Developer shall provide a final park, open space, and trails plan, including detailed programming and design for same ("Final Open Space Plan"), as a component of the Administrative Site Plan. The Developer will pay for the design and construction of 1) an improved parking lot for at least 20 vehicles, a crusher fines loop trail, and xeric groundcover within the park and 2) approximately 1.8 linear miles of trails. All trail easements shall consist of a 10-foot wide concrete trail and a crusher fines "recovery zone" of 5-feet wide, on either side of the trail. The recovery zone width will vary depending on curvature of the trail.
- The timing of Developer's construction of all improvements shown in the Final Open Space Plan shall be set forth with specificity in the subdivision improvement agreement or site plan agreement as required by the MMC. The Town shall accept the park, open space and trails detailed in the Final Open Space Plan for maintenance on the date of the Town's final acceptance of same and following the end of the two-year warranty period.
- Developer will establish a general improvement district (GID) to establish a source of funding to assist the Town with defraying the ongoing maintenance costs associated with the park, open space, and trail improvements described within the subdivision improvement agreement (SIA) or the Site Plan Agreement (SPA) and the Parks and Open Space Plan. The GID will be organized to generate tax revenue sufficient to offset the Town's ongoing maintenance costs. The minimum level of GID funding (subject to inflationary adjustments) shall be set forth with particularity in the Subdivision Improvement Agreement or Site Plan Agreement.
- Developer agrees to provide/dedicate adequate water shares and infrastructure construction to provide irrigation for the landscaping. Any water shares that are dedicated will be credited to the then record owner of the property for any future redevelopment of the property.
- Noise study and mitigation requirements. Developer and Town will jointly select an independent noise consultant paid for by the Developer to provide a noise study (decibel contour study) demonstrating compliance with MMC Article 13 for commercial premises for the Project in a form acceptable to the Town as part of the Administrative Site Plan submittal. If required in order to comply, Developer agrees to incorporate noise mitigation techniques acceptable to the Town, as may be recommended by the noise study as specific requirements of the Administrative Site Plan. Acceptable noise mitigation techniques will include techniques that ensure acceptable noise levels at the Project property lines and along internal trail corridors.
- Requirement to maintain all equipment in good repair. Developer shall maintain in good repair and working condition the solar arrays, underground collection system, substation, battery energy storage system, transmission line and all other equipment appurtenant to the Project. Enyo shall remove all non-functioning or obsolete equipment from the Property within three (3) months, subject to force majeure delays. Town chief building official or designee (Inspector) shall have the right to access the Property for inspection on no less than quarterly basis. Language setting forth these requirements shall be added to the PUD and Administrative Site Plan.
- Landscaping plan. A detailed landscaping plan, along with fencing specifications (including a detailed graphic/map detailing proposed fence height and fencing materials) ("Final Landscape Plan"), will be added to the PUD and included in the Administrative Site Plan submittal.
- Outside the security fence adjacent to CR 34 and CR 5: Ornamental trees, xeric shrub and perennial forbs and grasses following xeriscape design principles to facilitate

water conservation per MMC Sec 16-2-150 Landscape Design and an eight foot wide concrete sidewalk per MMC Sec 16-2-100. A shading study will be submitted to demonstrate trees 1) will avoid shading solar panels, and 2) will provide summer shade on sidewalk along CR 34.

- Inside the security fence: establishment and maintenance of a non-irrigated pollinator ground cover.
 - Outside the security fence where not adjacent to CR 34 and 5: establishment and maintenance of a non-irrigated native prairie.
 - Irrigation: Water rights will be obtained and dedicated to the Town to provide for the long-term irrigation of street trees.
 - Weeds will be prevented, treated, and maintained according to a Property Maintenance Plan as part of the Administrative Site Plan.
 - Fencing adjacent to CR 34 and CR 5 will meet MMC Sec. 16-2-170 and Homeland Security requirements as a minimum eight feet decorative metal or cast iron.
 - Fencing adjacent to private or Town owned lands will meet Homeland Security requirements as a minimum eight feet chain link.
 - In addition, Developer will propose a landscape covenant to be recorded on the Property which covenant shall require a minimum level of landscape maintenance through decommissioning of the Project ("landscape covenant"). The landscape covenant shall be in a form acceptable to the Community Development Director and Town Attorney and shall be recorded against the Property concurrently with recordation of the Administrative Site Plan.
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- Transmission lines/equipment. A description, plan, and drawing of the equipment needed (high tension poles, wires, other equipment) to transfer energy from the Project arrays and batteries to their ultimate substation (PRVPA substation on adjoining property, or other), will be added to the PUD and included in the Administrative Site Plan submittal.
 - Location of onsite substation. Developer shall modify the PUD to clearly show (in map or graphic form) the location of the proposed onsite substation. The substation shall be setback a minimum of 180' from any Town (or County) ROW and Mead Ponds Park.
 - Location of battery storage system. Developer shall modify the PUD to clearly show (in map or graphic form) the location of the proposed battery storage system. The battery storage system shall be north of the substation and setback a minimum of 250' from any Town (or County) ROW and Mead Ponds Park. The Battery Energy Storage System will occupy no less than 2 acres and not exceed more than 27 acres.
 - Enyo agrees to actively solicit and offer the electricity produced and stored by the Project to the Town's electrical provider to assist the Town and the Town's electrical provider in meeting their respective sustainability goals.

SUGAR BEET SOLAR PLANNED UNIT DEVELOPMENT (P.U.D.) OVERLAY/ZONING MAP
TWO PARCELS LOCATED IN THE SOUTH 1/2 OF SECTION 8, TOWNSHIP 3 NORTH,
RANGE 68 WEST, 6TH P.M., TOWN OF MEAD, WELD COUNTY, COLORADO
TOTAL ACREAGE: 202.794 ACRES

CERTIFICATE OF OWNERSHIP

THE UNDERSIGNED (IS/ARE) THE OWNER(S) OF CERTAIN LANDS IN MEAD, COLORADO DESCRIBED AS FOLLOWS:

PARCEL A - PK CHAVEZ, LLC: REAL PROPERTY DESCRIBED AS A PORTION OF THE SE1/4 OF SECTION 8, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST 1/4 CORNER OF SAID SECTION 8, FROM WHICH THE WEST 1/4 CORNER OF SAID SECTION 8 BEARS S89°44'20"W; THENCE S00°08'37"E 2662.58' ALONG THE EAST LINE OF THE SE1/4 OF SAID SECTION 8 TO THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE S89°46'02"W 1105.88' ALONG THE SOUTH LINE OF THE SE1/4 OF SAID SECTION 8; THENCE ALONG THE APPROXIMATE WESTERLY BANK OF AN EXISTING DITCH THE FOLLOWING SEVEN (7) COURSES:

- 1) N03°48'19"W 546.57';
- 2) N30°53'44"W 809.94';
- 3) N07°59'58"W 397.54';
- 4) N20°38'04"W 174.26';
- 5) N29°15'22"W 248.78';
- 6) N21°13'33"W 505.23';
- 7) N12°56'55"W 177.27' TO A POINT ON THE NORTH LINE OF THE SE1/4 OF SAID SECTION 8;

THENCE N89°44'20"E 2012.32' ALONG THE NORTH LINE OF THE SE1/4 OF SAID SECTION 8 TO THE TRUE POINT OF BEGINNING.

CONTAINS 4,052,725 SQUARE FEET OR 93.038 ACRES MORE OR LESS.

PARCEL B - PK MEAD, LLC: REAL PROPERTY DESCRIBED AS A PORTION OF THE SOUTH 1/2 OF SECTION 8, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 8, FROM WHICH THE WEST 1/4 CORNER OF SAID SECTION 8 BEARS S89°44'20"W; THENCE S89°44'20"W 2012.32' ALONG THE NORTH LINE OF THE SOUTH 1/2 OF SAID SECTION 8 TO THE TRUE POINT OF BEGINNING.

THENCE ALONG THE APPROXIMATE WESTERLY BANK OF AN EXISTING DITCH THE FOLLOWING SEVEN (7) COURSES:

- 1) S12°56'55"E 177.27';
- 2) S21°13'33"E 505.23';
- 3) S29°15'22"E 248.78';
- 4) S20°38'04"E 174.26';
- 5) S07°59'58"E 397.54';
- 6) S30°53'44"E 809.94';
- 7) S03°48'19"E 546.57' TO A POINT ON THE SOUTH LINE OF THE SE1/4 SE1/4 OF SAID SECTION 8;

THENCE S89°46'02"W 1013.24'; THENCE N00°08'26"W 38.05'; THENCE N00°07'51"E 540.10'; THENCE N00°33'19"W 315.64'; THENCE S89°54'21"W 727.82'; THENCE N01°48'02"E 64.27'; THENCE N19°05'54"W 113.78'; THENCE N49°58'15"W 175.71'; THENCE N27°54'30"W 100.15'; THENCE N10°31'59"W 183.50'; THENCE N89°42'22"E 25.79'; THENCE N05°27'22"E 370.89'; THENCE N86°12'38"W 55.00'; THENCE S26°42'22"W 107.00'; THENCE S13°12'22"W 78.00'; THENCE S05°17'38"E 100.00'; THENCE S13°42'38"E 105.00'; THENCE S89°42'22"W 429.73'; THENCE S00°13'44"E 1449.90' TO A POINT ON THE SOUTH LINE OF THE SE1/4 SW1/4 OF SAID SECTION 8; THENCE S89°45'26"W 410.72' ALONG THE SOUTH LINE OF THE SE1/4 SW1/4 OF SAID SECTION 8 TO THE W1/6 CORNER OF SECTION 8/17; THENCE N00°15'06"W 1330.46' ALONG THE WEST LINE OF THE SE1/4 SW1/4 OF SAID SECTION 8 TO THE SW1/16 CORNER OF SAID SECTION 8; THENCE N89°44'58"E 50.49' ALONG THE NORTH LINE OF THE SE1/4 SW1/4 OF SAID SECTION 8; THENCE N00°37'57"E 1330.56' TO A POINT ON THE NORTH LINE OF THE NE1/4 SW1/4 OF SAID SECTION 8; THENCE N89°44'20"E 1880.99' ALONG THE NORTH LINE OF THE SOUTH 1/2 OF SAID SECTION 8 TO THE TRUE POINT OF BEGINNING.

CONTAINS 4,780,965 SQUARE FEET OR 109.756 ACRES MORE OR LESS.

AND (DO/DOES) HEREBY LAY OUT AND ESTABLISH THIS PLANNED UNIT DEVELOPMENT (P.U.D.) OVERLAY/ZONING MAP OF THE ABOVE-DESCRIBED LAND UNDER THE NAME AND STYLE OF SUGAR BEET SOLAR PLANNED UNIT DEVELOPMENT (P.U.D.) OVERLAY/ZONING MAP AND FURTHER ACKNOWLEDGE(S) THAT:

- A) THE CHANGE IN ZONING SHALL BE FROM RESIDENTIAL (RSF-4) TO RSF-4 WITH PUD OVERLAY ZONING, AS MORE PARTICULARLY SHOWN HEREIN, IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 16 OF THE MEAD MUNICIPAL CODE;
- B) ALL CONDITIONS, TERMS AND SPECIFICATIONS DESIGNATED OR DESCRIBED HEREIN SHALL BE BINDING ON THE OWNER(S) AND THE HEIRS, SUCCESSORS AND ASSIGNS OF THE OWNER(S); AND
- C) THE SIGNATURE HEREON OF ANY REPRESENTATIVE OF A PARTNERSHIP, LIMITED LIABILITY COMPANY, OR CORPORATE ENTITY, AS APPLICABLE, INDICATES THAT ALL REQUIRED APPROVALS HAVE BEEN OBTAINED.

THUS-DESCRIBED ZONING MAP CONTAINS 8,833,690 SQUARE FEET OR 202.794 ACRES MORE OR LESS , TOGETHER WITH AND SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY EXISTING AND/OR OF PUBLIC RECORD.

IN WITNESS WHEREOF, (I)(WE) HAVE HEREUNTO SET (MY)(OUR) HAND(S) AND SEAL(S) THIS DAY OF , 20 BY: PK CHAVEZ, LLC AUTHORIZED AGENT (PRINTED NAME): AUTHORIZED AGENT (SIGNATURE): AUTHORIZED AGENT'S TITLE:

IN WITNESS WHEREOF, (I)(WE) HAVE HEREUNTO SET (MY)(OUR) HAND(S) AND SEAL(S) THIS DAY OF , 20 BY: PK MEAD, LLC AUTHORIZED AGENT (PRINTED NAME): AUTHORIZED AGENT (SIGNATURE): AUTHORIZED AGENT'S TITLE:

STATE OF COLORADO))SS COUNTY OF WELD)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS OF BY AS OF , A .

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC MY COMMISSION EXPIRES:

STATE OF COLORADO))SS COUNTY OF WELD)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS OF BY AS OF , A .

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC MY COMMISSION EXPIRES:

CERTIFICATE OF APPROVAL BY THE BOARD OF TRUSTEES:

THE SUGAR BEET SOLAR PLANNED UNIT DEVELOPMENT (P.U.D.) OVERLAY/ZONING MAP SHOWN HEREON IS APPROVED AND ACCEPTED BY ORDINANCE NO. PASSED AND ADOPTED AT THE REGULAR MEETING OF THE BOARD OF TRUSTEES OF MEAD, COLORADO, HELD ON , 20 .

MAYOR

TOWN CLERK

PLANNING COMMISSION CERTIFICATE:

RECOMMENDED FOR APPROVAL BY BY THE MEAD PLANNING COMMISSION THIS DAY OF , 20 .

CHAIRPERSON

PLANNING COMMISSION SECRETARY

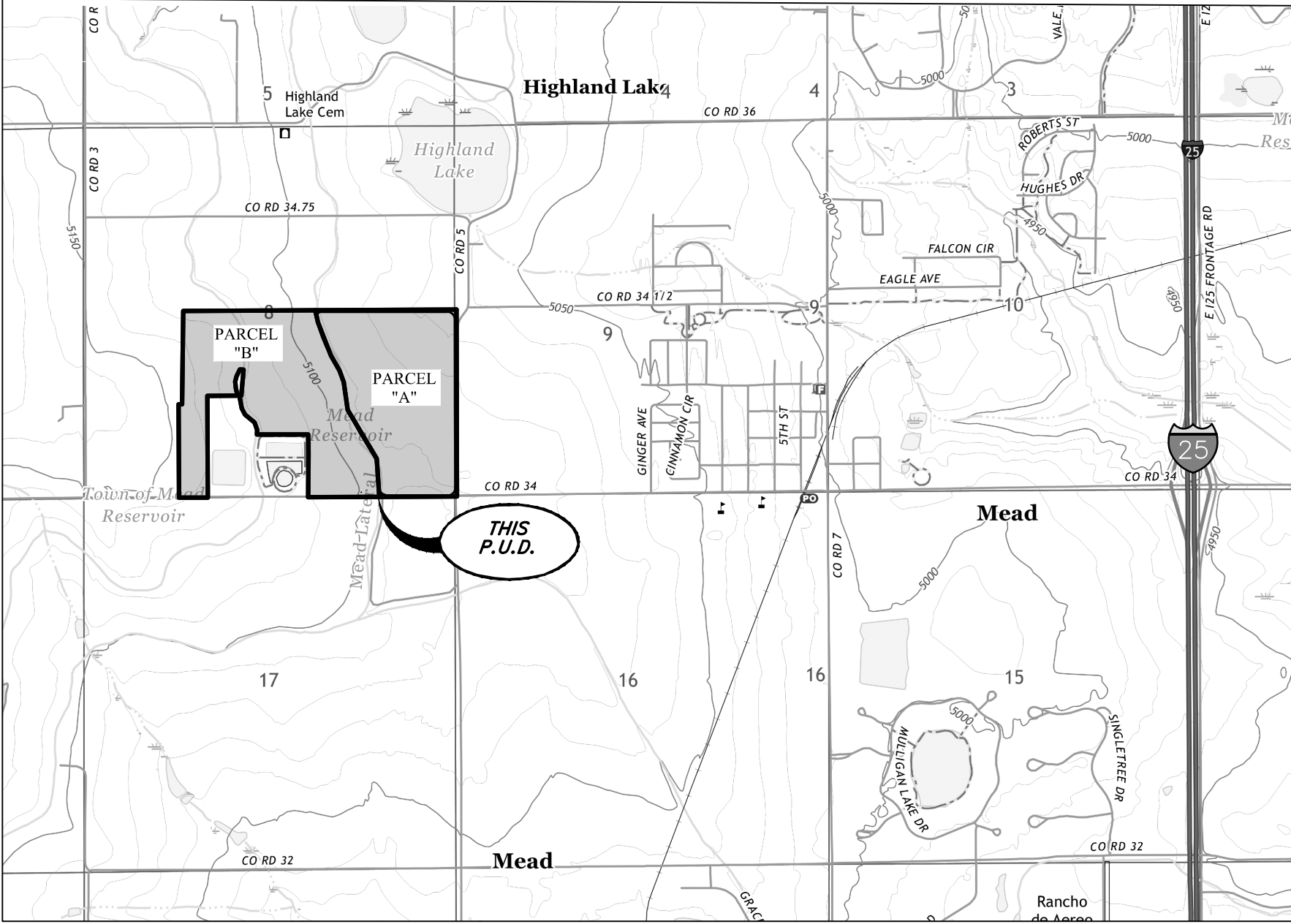
SURVEYOR'S CERTIFICATION:

I, LOREN K. SHANKS, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THE PLANNED UNIT DEVELOPMENT (PUD) PLAN MAP SHOWN HEREON IS A CORRECT DELINEATION OF THE ABOVE-DESCRIBED PARCEL OF LAND. I FURTHER CERTIFY THAT THIS PLANNED UNIT DEVELOPMENT (PUD) PLAN MAP (AND LEGAL DESCRIPTION(S)) WERE PREPARED UNDER MY PERSONAL SUPERVISION AND IN ACCORD WITH APPLICABLE STATE OF COLORADO REQUIREMENTS ON THIS DAY OF , 20 .

LOREN K. SHANKS, PLS NO. 28285 FOR AND ON BEHALF OF UINTAH ENGINEERING AND LAND SURVEYING 3313 35th STREET, STE B, EVANS, CO 80620 970-506-1544

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED, VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.
DATE: 11-18-22

VICINITY MAP:
1" = 2000'



INDEX:

SHEET No.	DESCRIPTION
1	COVER
2	DEVELOPMENT STANDARDS
3	ZONE MAP
4	LAND USE
5	LANDSCAPE PLAN

SUGAR BEET SOLAR

TWO PARCELS LOCATED IN THE SOUTH 1/2 OF SECTION 8, TOWNSHIP 3 NORTH, RANGE 68 WEST, 6TH P.M., TOWN OF MEAD, WELD COUNTY, COLORADO TOTAL ACREAGE: 202.794

SURVEYED BY:	DRAWN BY:	PROJECT:	FILE:	SCALE:
O.R. 03-16-2022	P.B. 06-06-2022	ENY01-22-0001	E-10005	N/A



UELS, LLC Corporate Office * 85 South 200 East Vernal, UT 84078 * (435) 789-1017

SUGAR BEET SOLAR PLANNED UNIT DEVELOPMENT (P.U.D.) OVERLAY/ZONING MAP

TWO PARCELS LOCATED IN THE SOUTH 1/2 OF SECTION 8, TOWNSHIP 3 NORTH,
RANGE 68 WEST, 6TH P.M., TOWN OF MEAD, WELD COUNTY, COLORADO
TOTAL ACREAGE: 202.794 ACRES

GENERAL DEVELOPMENT INFORMATION:

SUGAR BEET SOLAR IS A PROPOSED PHOTOVOLTAIC (PV) SOLAR FARM AND ENERGY STORAGE FACILITY. THE PROJECT IS LOCATED AT THE NORTHWEST CORNER OF WELKER AVE (CR 34) & CR 5. THIS SITE IS THE TOWN OF MEAD'S WESTERN BOUNDARY AND ADJACENT TO THE EXISTING LONGS PEAK SUBSTATION, MAVERICK SOLAR FARM, THE NEW PUBLIC WORKS CAMPUS, AND HIGH VOLTAGE TRANSMISSION LINES.

THE LAND IS CURRENTLY USED FOR AGRICULTURAL PURPOSES, WITH ONE EXISTING RESIDENCE ON THE SITE WHICH WOULD BE REMOVED. THE TOPOGRAPHY OF THE SITE IS RELATIVELY FLAT. THE PROPERTY IS TRAVERSED BY TWO PARALLEL IRRIGATION DITCHES THAT RUN NORTH-SOUTH. THE PK CHAVEZ, LLC (PARCEL NO 120708400056) AND PK MEAD, LLC (PARCEL NO 120708300057) PROPERTIES ARE APPROXIMATELY 203 ACRES IN TOTAL DIVIDED INTO TWO TRACTS BY THE MORE EASTERLY DITCH.

SUGAR BEET SOLAR WOULD INCLUDE PV SOLAR ARRAYS, AN UNDERGROUND ELECTRIC COLLECTION SYSTEM, A NEW SUBSTATION, A SHORT SEGMENT OF ABOVE-GROUND TRANSMISSION LINE, BATTERY ENERGY STORAGE FACILITIES, AND OTHER APPURTENANT EQUIPMENT. THE PROJECT'S PANELS WOULD BE GREY-BLUE IN COLOR; HAVE A NON-REFLECTIVE SURFACE; AND STAND 8 TO 12 FEET TALL, DEPENDING ON THE ANGLE OF THE SUN. THE PANELS WOULD BE CONNECTED TO FORM A NORTH-SOUTH ARRAY THAT FOLLOWS THE SUN'S MOVEMENT. THE POWER GENERATED WITHIN THE ARRAYS WOULD BE CONVERTED INTO ALTERNATING CURRENT (AC) USING MULTIPLE INVERTERS AND COLLECTED WITH MEDIUM VOLTAGE UNDERGROUND LINES (LINE WILL BE ABOVE GROUND AT UTILITY CROSSINGS) BEFORE FEEDING INTO A COLLECTOR SUBSTATION ADJACENT TO THE EXISTING LONGS PEAK SUBSTATION. THIS SUBSTATION AND TRANSFORMER WOULD STEP-UP FROM MEDIUM VOLTAGE TO 230KV, WHICH IS THE TRANSMISSION VOLTAGE AT WHICH PLATTE RIVER POWER AUTHORITY OPERATES THE SUBSTATION. THE BATTERY ENERGY STORAGE SYSTEM WOULD HAVE A FOOTPRINT OF UP TO 27.066 ACRES.

PRELIMINARY OPEN SPACE AND LANDSCAPE PLAN:

THE SITE WOULD BE ENCIRCLED BY THE PROPOSED ST. VRAIN TRAIL CONSISTENT WITH THE TRAILS PLAN IN THE 2018 TRANSPORTATION PLAN (FIGURE 12). THE FENCING ALONG WELKER AVENUE WOULD BE A MINIMUM OF 35' FROM THE ROAD AND PROVIDE WATER WISE LANDSCAPING ALONG AN 10' CONCRETE TRAIL. THE 10' WIDE TRAIL WOULD TURN NORTH PAST MEAD PONDS ALONG THE WESTERN DITCH, THEN TURN EAST UNDER THE EXISTING TRANSMISSION LINE TO COUNTY ROAD 5 AS SHOWN IN THE TRAILS PLAN. THE TRAIL CORRIDOR WOULD FEATURE WATER WISE LANDSCAPING AND DECORATIVE METAL FENCING. THE TOWN TYPICALLY REQUIRES A MINIMUM OF 8% OPEN SPACE FOR COMMERCIAL PUD'S WHICH WOULD BE PROVIDED WITH PUBLICLY ACCESSIBLE TRAIL CORRIDORS.

LANDSCAPING WOULD BE A CRITICAL ELEMENT IN HELPING THE SITE TO BLEND IN WITH THE AGRARIAN SETTING AND MAXIMIZE VIEWS OF LONGS PEAK WHILE PROVIDING SCREENING FOR THE RELATIVELY LOW-PROFILE SOLAR PANELS. MANY TOWN REGULATIONS REQUIRE SHADE TREES, HOWEVER THE USE OF SUCH WOULD HINDER THE PROPOSED USE ON THE SOUTH, WEST, AND EAST SIDES. INSTEAD THE PUD PROPOSES USING A VARIETY OF NATIVE AND DROUGHT TOLERANT SHRUBS AND SMALL TREES TO SCREEN FACILITIES, CREATE AN ATTRACTIVE SETTING, AND ALSO ACHIEVE THE TOWN'S WATER CONSERVATION INTERESTS.

LAND USE COMPLIANCE ANALYSIS:

THE PROPERTY IS CURRENTLY ZONED IN TWO DIFFERENT ZONING DISTRICTS. AN APPROXIMATELY 17 ACRE AREA AT THE NORTHWEST CORNER OF WELKER AVE (CR 34) AND CR 5 IS ZONED GENERAL COMMERCIAL (GC) AND THE REMAINDER OF THE SITE IS ZONED RESIDENTIAL SINGLE FAMILY-4 (RSF-4). PORTIONS OF THE PROPERTY WITHIN ¼ MILE OF WELKER AVE (CR 34) ARE INCLUDED IN THE HIGHWAY DESIGN OVERLAY DISTRICT.

CHANGES IN CIRCUMSTANCES THAT NECESSITATE THE PUD INCLUDE: A NEW TOWN PUBLIC WORKS FACILITY WITH A LIGHT INDUSTRIAL APPEARANCE AND USE ON THREE SIDES OF THE PROPERTY, CONTINUED IMPROVEMENTS TO PLATTE RIVER'S LONGS PEAK SUBSTATION, THE MAVERICK SOLAR FARM, AND CONTINUED INTEREST BY TOWN LEADERSHIP AND RESIDENTS FOR RENEWABLE ENERGY AND RELIABILITY. THE FUTURE LAND USE MAP IDENTIFIES THE SITE AS TWO DIFFERENT DISTRICTS, ONE BEING COMMERCIAL MIXED USE ON THE PORTION OF THE PROPERTY CURRENTLY ZONED GC AND THE REMAINDER OF THE PROPERTY IS SPECIFIED AS LARGE LOT RESIDENTIAL (CURRENTLY ZONED RSF-4). THE COMMERCIAL MIXED-USE DESIGNATION IS IN LINE WITH THE GC ZONING AND IS PROPOSED TO BE CARRIED FORWARD UNDER THE PROPOSED PUD DISTRICT. WHILE THE PROPOSED PUD USE DOES NOT INCLUDE RESIDENTIAL DEVELOPMENT, THE COMPREHENSIVE PLAN STATES THAT THE INTENT OF THE LARGE LOT RESIDENTIAL AREA IS TO PROVIDE VERY LOW-DENSITY DEVELOPMENT WITHIN KEEPING OF THE RURAL CHARACTER ON LARGE LOTS OVER AN ACRE IN SIZE. THE PROPOSED USE WOULD PRESERVE THE AGRARIAN CHARACTER OF THE AREA AND BE IN KEEPING WITH THE INTENT OF THE DISTRICT TO "...RESPECT LANDS THAT ARE ALREADY PLATTED WITHIN THE TOWN OR ADJACENT TO TOWN LIMITS WITH SOME DEVELOPMENT ASSOCIATED WITH THE LAND PARCEL AND NO CHANGE IN USE OR INTENSITY OF DEVELOPMENT."

ZONING/PUD OVERLAY:

SOLAR IS A UNIQUE USE AND CURRENT REGULATIONS ARE NOT WELL SUITED FOR THIS TYPE OF USE AND DEVELOPMENT. THE COMPREHENSIVE PLAN STRATEGY 1C-2: UPDATE THE LAND USE CODE TO STREAMLINE THE PERMITTING PROCESS FOR THE DEVELOPMENT OF RENEWABLE ENERGY PROJECTS, SIMILAR TO WELD COUNTY'S RECENTLY UPDATED REGULATIONS ANTICIPATED A LAND USE CODE UPDATE THAT HAS NOT YET BEEN IMPLEMENTED. HENCE THE PUD DISTRICT IS A WAY OF BRIDGING DEVELOPMENT NEEDS AND THE TOWN GC ZONING DISTRICT REGULATIONS, WITH THE FOLLOWING MODIFICATIONS TO GC STANDARDS:

USE: STAFF HAS INTERPRETED THE PROPOSED SOLAR PRODUCTION AND STORAGE FACILITY AS "UTILITY TREATMENT, PRODUCTION OR SERVICE FACILITY." THIS USE IS PERMITTED IN THE GC DISTRICT WITH A CONDITIONAL USE. THE PUD OVERLAY SHALL PERMIT A SOLAR PRODUCTION AND ENERGY STORAGE FACILITY INCLUDING THE FOLLOWING: PV SOLAR ARRAYS WITH A NON-REFLECTIVE SURFACE STANDING NO MORE THAN 12 FEET TALL; AN UNDERGROUND ELECTRIC COLLECTION SYSTEM; BATTERY ENERGY STORAGE FACILITIES, A COLLECTION SUBSTATION AND OTHER APPURTENANT EQUIPMENT AND FACILITIES. THE SOLAR PRODUCTION USE WOULD CEASE AFTER 40 YEARS OF OPERATION UNLESS EXTENDED BY THE TOWN. HOWEVER THE SUBSTATION AND ENERGY STORAGE FACILITIES MAY REMAIN. AT THAT TIME THE BALANCE OF THE PROPERTY WOULD RETURN TO THE CURRENT UNDERLYING ZONING OF GC AND RSF-4.

FENCING: TOWN FENCING STANDARDS TYPICALLY PROHIBITS FENCING GREATER THAN 6'. DUE TO THE NATURE OF THE USE AND FEDERAL SECURITY REGULATIONS FOR UTILITY-SCALE RENEWABLE ENERGY PRODUCTION FACILITIES, THE PUD WOULD PERMIT FENCING OF UP TO 10'. THE FENCING MATERIAL WOULD CONSIST OF DECORATIVE METAL FENCING WHENEVER IT IS FACING PUBLIC ROADWAYS OR TRAILS. CHAIN LINK, IN AN UNOBTRUSIVE COLOR, MAY BE USED IN AREAS NOT FACING PUBLIC ROWS (I.E., ON THE NORTH AND WEST OF THE SITE FACING THE EXISTING SUBSTATION AND TRANSMISSION LINES).

LANDSCAPING: TOWN LANDSCAPING STANDARDS CALL FOR 1 TREE PLUS 5 SHRUBS FOR EVERY 15' ALONG WELKER AVENUE AND 1 SHADE TREE PER 40' ALONG CR 5. GIVEN THE NATURE OF THE USE AS A SOLAR FARM, SHADE TREES WOULD HINDER THE USE. THE PUD PROPOSES TO PLANT AND IRRIGATE WELKER AVENUE AND CR 5 SETBACK AREAS WITH DROUGHT TOLERANT SHRUBS AND SMALL TREES AS DENOTED IN THE PRELIMINARY LANDSCAPE PLAN, WITH LARGER TREES SCREENING THE SUBSTATION. TYPICAL STANDARDS WOULD REQUIRE IRRIGATION ON THE INTERIOR OF THE SITE, HOWEVER GIVEN THE SUSTAINABLE NATURE OF THE PROJECT, THE PUD PROPOSES THAT NATIVE GRASSES WITHIN THE SECURE FENCE MAY BE IRRIGATED, BUT WILL BE PLANTED WITH DROUGHT TOLERANT AND NATIVE SPECIES. THESE PLANTINGS WILL CREATE AN AESTHETICALLY PLEASING AND WATER WISE LANDSCAPE FOR THE SITE. A PROPERTY MANAGEMENT PLAN AND FINAL LANDSCAPE PLAN WILL DEFINE THE INSTALLATION, WEED CONTROL, WILDFIRE SUPPRESSION AND RESPONSE, AND MAINTENANCE OF THE SITE.

OPEN SPACE: FOR COMMERCIAL PUD'S THE TOWN REQUIRES 8% OPEN SPACE DEDICATIONS, SUCH AS SOLAR. OPEN SPACE NEEDS TO HAVE A PUBLIC PURPOSE , SEE "OPEN SPACE AREAS" ON THE PUD MAP. GIVEN THE NATURE OF THE SITE NEEDING TO BE SECURE, INTERNAL OPEN SPACE WOULD NOT BE ACCESSIBLE TO THE PUBLIC, HOWEVER A MINIMUM OF 17.4% OPEN SPACE IS PROPOSED AND WOULD ALLOW FOR A LARGE PARK AREA ADJACENT TO MEAD PONDS.

VIEWSHED: THE LOW-PROFILE NATURE OF THE SOLAR ARRAYS WOULD PRESERVE MOUNTAIN VIEWS FROM CR 5 AND WELKER AVENUE COMPARED TO RESIDENTIAL OR COMMERCIAL USES.

COMPREHENSIVE PLAN ANALYSIS: THIS PROJECT ADDRESSES THE FOLLOWING VISION THEMES THAT ARE PRIORITIES AND SHOULD GUIDE GROWTH FROM THE COMPREHENSIVE PLAN:

I. A SMALL TOWN COMMUNITY CHARACTER: THIS PROJECT WOULD NOT CONTRIBUTE ANY NEW DENSITY TO THE MEAD. ADDITIONALLY THE PROPOSED USE IS RELATIVELY LOW PROFILE AND WOULD NOT SIGNIFICANTLY IMPACT VIEWSHEDS, TRAFFIC, OR OTHER QUALITY OF LIFE CHARACTERISTICS CONSISTENT WITH THE SMALL TOWN FEEL. THIS WILL HELP ACHIEVE THE COMPREHENSIVE PLAN'S DESIRE TO PRESERVE OPEN AGRARIAN AREAS THAT ARE IN CLOSER PROXIMITY TO PROPOSED OR EXISTING HOUSING AND MIXED USE AREAS.

II. A DIVERSE ECONOMY: THE PROPOSED USE WOULD DIRECTLY ACCOMPLISH POLICY 1C: IMPROVE ENERGY EFFICIENCY AND EXPAND THE USE OF RENEWABLE ENERGY INCLUDING SOLAR POWER AND STRATEGY 2A-3. ENSURE FUTURE EXPANSION OF INDUSTRIAL PARK AREAS INCLUDING FACILITIES AND AMENITIES CRITICAL FOR RENEWABLE ENERGY BUSINESSES. WHILE THIS USE IS PRESENT IN WELD COUNTY, THIS USE WOULD PROVIDE A NEW AND SUSTAINABLE ENERGY RESOURCE TO HELP FUEL THE ECONOMY OF THE TOWN AND HELP ACHIEVE THE DESIRE FOR MORE RENEWABLE ENERGY INDUSTRIES IN MEAD. IN ADDITION TO STRATEGY 2A-3, THE PROPOSED USE WOULD FURTHER THE FOLLOWING STRATEGIES, POLICIES AND GOALS FROM THE COMPREHENSIVE PLAN:

· POLICY 2A: PURSUE AND SUPPORT DIVERSE, APPROPRIATE INDUSTRIES THAT HAVE A CURRENT STRONGHOLD IN MEAD OR NORTHERN COLORADO.

· STRATEGY 2A-1: DEVELOP A MARKETING STRATEGY (SEE DE GOAL 6) TO PROMOTE MEAD'S AVAILABLE COMMERCIAL AND INDUSTRIAL AREAS TO THE FOLLOWING INDUSTRIES: TRADITIONAL (OIL AND GAS) AND RENEWABLE ENERGY SECTORS; LOGISTICS AND EQUIPMENT; AGRICULTURAL PROCESSING; HEALTH CARE, MANUFACTURING, WHOLESALE TRADE AND CONSTRUCTION; AND TOURISM AND HOSPITALITY.

· STRATEGY 2A-2: UPDATE MEAD'S LAND USE CODE FOR CONSISTENCY WITH THE COUNTY'S STREAMLINED REGULATIONS FOR DEVELOPMENT OF WIND, SOLAR, AND OTHER RENEWABLE ENERGIES.

III. *FRIENDLY NEIGHBORHOODS*: WHILE THIS IS NOT A HOUSING PROJECT, IT DOES HAVE SOME PROXIMITY TO SOME EXISTING RESIDENCES. THE PROPOSED USE WOULD PROVIDE A LOW IMPACT LAND USE WHICH DOES NOT PRODUCE EXCESSIVE NOISE, POLLUTION, VISUAL OBSTRUCTION, OR OTHER NUISANCES, AND THUS WOULD BE A GOOD NEIGHBOR FOR TEN EXISTING NEIGHBORS AS WELL AS FUTURE DEVELOPMENT.

IV. *STRONG CONNECTIVITY*: THE SITE WOULD CREATE A SEGMENT OF THE ST. VRAIN TRAIL ALONG THE EXISTING IRRIGATION CHANNEL AND WELKER AVENUE. THIS WOULD HELP ACHIEVE POLICY 3A: INCORPORATE BICYCLE AND PEDESTRIAN FACILITIES ON THE TOWN'S STREETS WHERE APPROPRIATE.

V. *DYNAMIC PARKS RECREATION AND OPEN SPACE*: THE PROJECT WOULD ENABLE THE MEAD PONDS TO SERVE AS A TRAILHEAD AND BEAUTIFY THE EXISTING DRAINAGE CHANNEL, WHICH WOULD DIRECTLY CONTRIBUTE TO POLICY 1B: PROVIDE RECREATIONAL OPPORTUNITIES THROUGH A WELL-CONNECTED TRAIL NETWORK.

VI. *AN EXPANSIVE NATURAL AGRARIAN SETTING*: THE PROPOSED USE IS LOW IMPACT AND DOES NOT ENCROACH ON THE AGRARIAN SETTING BECAUSE THE SITE WILL REMAIN FREE OF LARGE STRUCTURES AND WILL KEEP VIEWS OF THE SURROUNDING AREA OPEN COMPARED TO A RSF-4 USE. PROPOSED SCREENING WILL FEATURE LANDSCAPE ELEMENTS TO HELP THE SITE BLEND INTO THE SURROUNDING ENVIRONMENT WHILE PRESERVING MOUNTAIN VIEWS. IN ADDITION TO POLICY 1C: IMPROVE ENERGY EFFICIENCY AND EXPAND THE USE OF RENEWABLE ENERGY INCLUDING SOLAR POWER THE PROPOSED USE WOULD FURTHER THE FOLLOWING STRATEGIES:

· STRATEGY 1C-1: WORK WITH UNITED POWER AND XCEL ENERGY TO DEVELOP AND PROMOTE PROGRAMS AND CODES THAT ENCOURAGE ENERGY EFFICIENCY AND ACCESS TO RENEWABLE ENERGY.

· STRATEGY 1C-2: UPDATE THE LAND USE CODE TO STREAMLINE THE PERMITTING PROCESS FOR THE DEVELOPMENT OF RENEWABLE ENERGY PROJECTS, SIMILAR TO WELD COUNTY'S RECENTLY UPDATED REGULATIONS.

· STRATEGY 1C-3: WORK TOWARDS THE INTEGRATION OF RENEWABLE ENERGY COMPONENTS INTO TOWN PROJECTS THAT ARE SUPPORTED WITH PUBLIC FUNDS.

VII. *THOUGHTFUL COMMUNITY PLANNING, FACILITIES AND SERVICES*. WHILE THE PROPOSED USE IS NOT A PUBLIC FACILITY, IT DOES CONTRIBUTE SUSTAINABLE ENERGY AND BRINGS A RELIABILITY ASSET (BATTERY STORAGE) CURRENTLY UNAVAILABLE IN THE REGION. GRID-CONNECTED BATTERIES COUPLED WITH SOLAR PHOTOVOLTAICS HAVE THE POTENTIAL TO PROVIDE POWER IN THE EVENT OF A GRID OUTAGE. THIS DIVERSIFICATION OF THE POWER SUPPLY WILL HELP MEAD ACHIEVE POLICY 1B: STRENGTHEN COLLABORATION WITH SPECIAL DISTRICTS AND UTILITY PROVIDERS. THE BEAUTY OF ENERGY STORAGE SOLUTIONS IS THAT THEY CAN STORE VAST AMOUNTS OF ELECTRICITY ANYWHERE ON THE GRID, MAINTAINING HIGH RELIABILITY IN ELECTRIC SUPPLY. ADDITIONALLY, ENERGY STORAGE PROJECTS DO NOT REQUIRE A LARGE AREA FOR DEVELOPMENT SO THEY CAN BE SCALED TO THE NEEDED SIZE TO MEET ELECTRICAL NEEDS, MAKING THEM MORE RELIABLE. ENERGY STORAGE ALSO PROVIDES FLEXIBILITY FOR THE POWER GRID BY PROVIDING UNINTERRUPTED POWER TO CONSUMERS WHEREVER AND WHENEVER IT IS NEEDED. THIS, IN TURN, ENHANCES SECURITY BY CREATING A MORE EFFICIENT GRID THAT IS RESISTANT TO DISRUPTIONS

MODIFICATIONS TO MINIMUM DIMENSIONAL STANDARDS AND USE STANDARDS				
ZONE	RSF-4 STANDARD	GENERAL COMMERCIAL	HIGHWAY DESIGN/ OVERLAY DISTRICT (WELKER AVENUE)	PUD
MINIMUM LOT AREA PER DWELLING	6,250 SF	1 AC	SAME AS UNDERLYING DISTRICT	NA
GROSS DENSITY	2.0 DWELLING UNITS PER ACRE	NA	NA	NA
GROSS DENSITY MAXIMUM	4.0 DWELLING UNITS PER ACRE	8.0 DWELLING UNITS PER ACRE	NA	NA
MINIMUM LOT WIDTH (FEET PER DWELLING)	50 FEET	50 FEET	SAME AS UNDERLYING DISTRICT	NA
MINIMUM STREET FRONTAGE	40 FEET	NA	NA	NA
FRONT YARD SETBACK - AS MEASURED FROM EDGE OF PUBLIC STREET RIGHT OF WAY OR PAVEMENT EDGE				
PRIMARY STRUCTURE, PORCH OR SIDE LOADED GARAGE	20 FEET	20 FEET	NO BUILDINGS, PARKING OR DRIVES (EXCEPT ENTRANCES/ EXITS) WITHIN 35 FEET OF THE FRONT PROPERTY LINE ALONG WELKER AVENUE	35 FEET ALONG WELKER AVENUE, 20 FEET ALONG COUNTY ROAD 5
ACCESSORY BUILDING	25 FEET	25 FEET	NOT LESS THAN 25 FEET	35 FEET ALONG WELKER AVENUE, 25 FEET ALONG COUNTY ROAD 5
SIDE YARD SETBACK				
PRINCIPAL BUILDING	5 FEET	0 FEET	SAME AS UNDERLYING DISTRICT	0 FEET
ACCESSORY BUILDING	5 FEET	0 FEET		0 FEET
CORNER SIDE BUILDING	15 FEET	NA		15 FEET
REAR YARD SETBACK				
PRINCIPAL BUILDING	25 FEET	0 FEET	NA	0 FEET
ACCESSORY BUILDING	10 FEET	0 FEET	NA	0 FEET
BUILDING HEIGHT				
MAXIMUM BUILDING HEIGHT - PRINCIPAL STRUCTURE	35 FEET	40 FEET	SAME AS UNDERLYING DISTRICT	35 FEET
MAXIMUM BUILDING HEIGHT - ACCESSORY STRUCTURE	30 FEET	40 FEET		40 FEET. SUBSTATION AND ELECTRIC TRANSMISSION LINES EXEMPT
MAXIMUM BUILDING SIZE	NA	125,000 SF PER BUSINESS USE		125,000 SF PER BUSINESS USE
OTHER STANDARDS				
MAXIMUM LOT COVERAGE	50%	80%		80%
MINIMUM OPEN SPACE	20%	8%	NA	16.9%
LANDSCAPE BUFFER				60 FT. MINIMUM ALONG ROW
SOLAR FACILITY	NOT ALLOWED	CONDITIONALLY ALLOWED	NA	ALLOWED

SHEET 2 OF 5

REV: 3 11-18-22 C.H. (ADDRESS TOWN COMMENTS)

SUGAR BEET SOLAR

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TOTAL ACREAGE: 202.794

SURVEYED BY:	DRAWN BY:	PROJECT:	FILE:	SCALE:	
O.R. 03-16-2022	P.B. 06-06-2022	ENY01-22-0001	E-10005	N/A	



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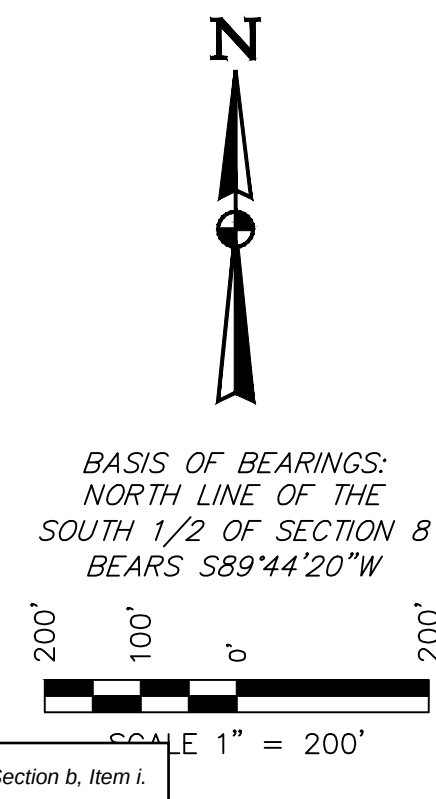
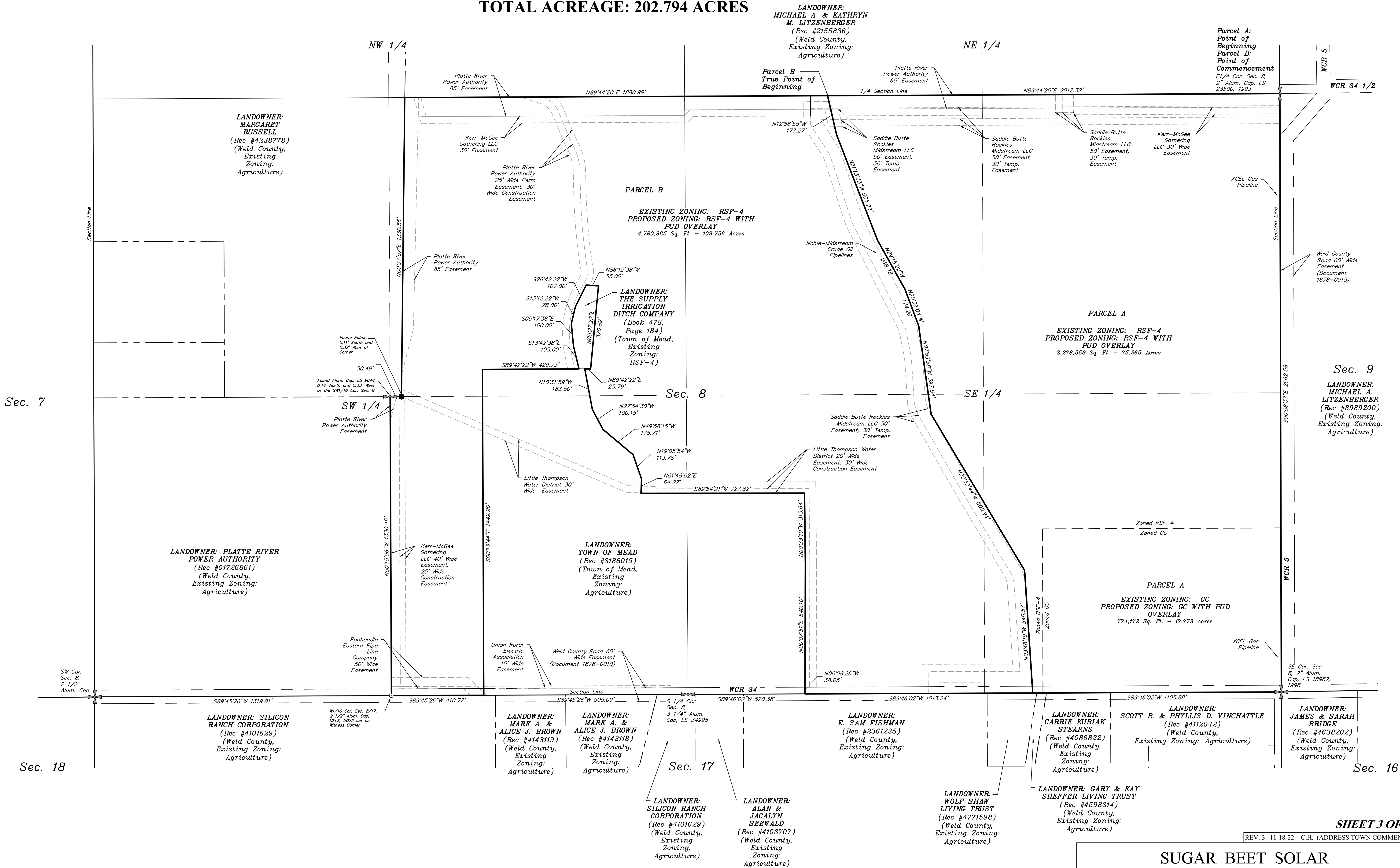
UELS, LLC
Corporate Office * 85 South 200 East
Vernal, UT 84078 * (435) 789-1017

PLANNED UNIT DEVELOPMENT (P.U.D.)

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SHEET 3 OF 5

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03-16-2022	06-06-2022	ENY01-22-0001	E-10005	1" = 200'



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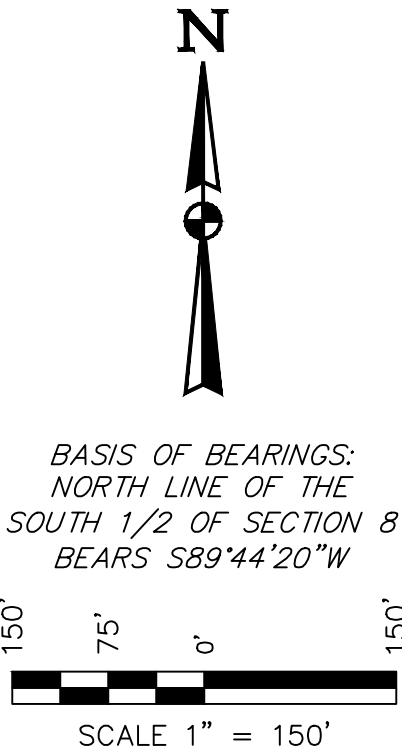
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LAND USE SUMMARY	
	TOTALS (Acres)
GROSS AREA	202.794
EXISTING ROW (WCR 34)	1.742
NEWLY DEDICATED ROW	0.601
NET AREA	200.451
Photovoltaic Arrays	126.218
BESS (Battery Energy Storage System)	26.938
Substation	2.555
OPEN AREA	35.342
AREA NOT OPEN SPACE	9.398
% OPEN AREA / GROSS AREA	17.4



SHEET 4 OF 5

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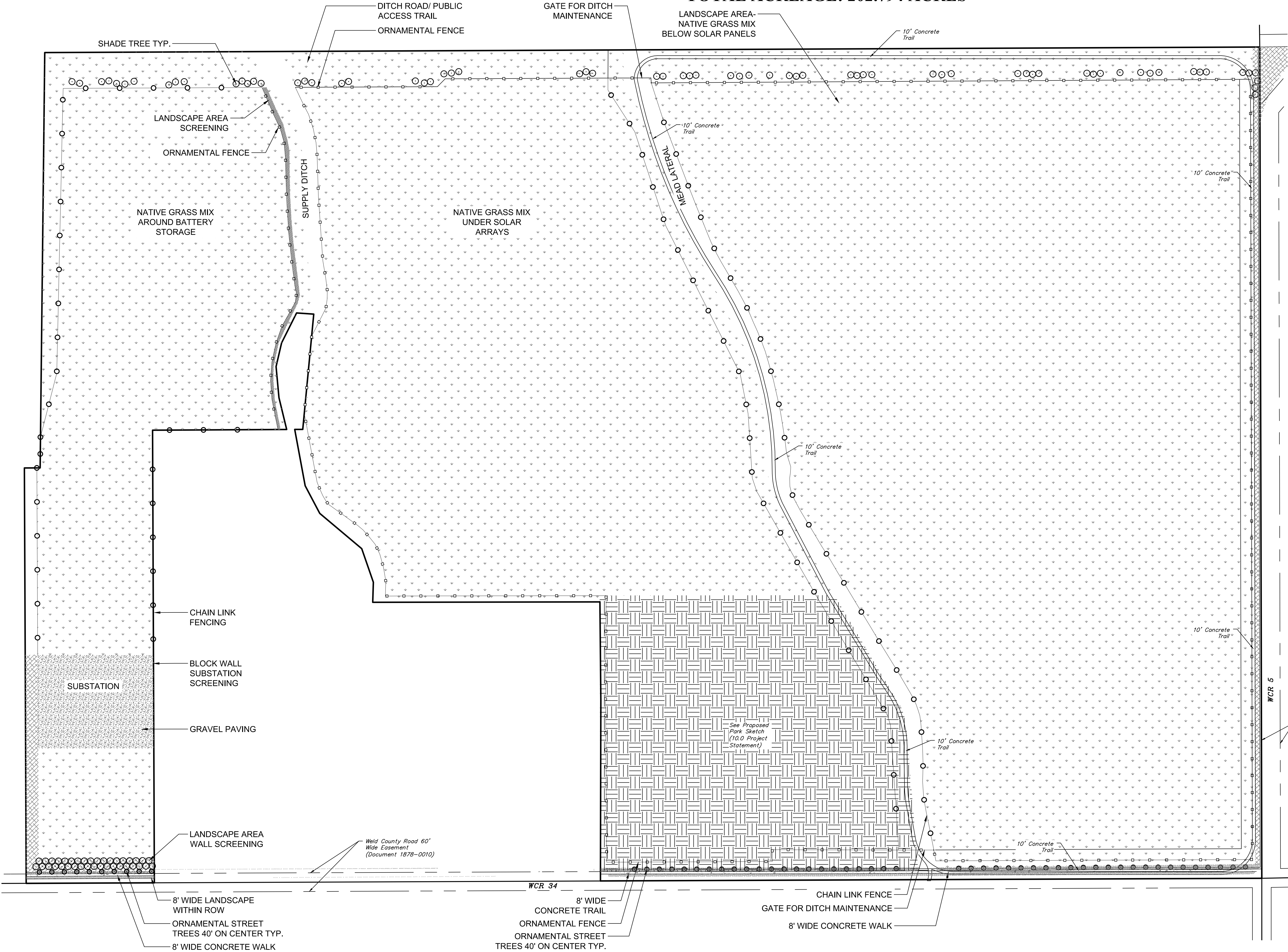


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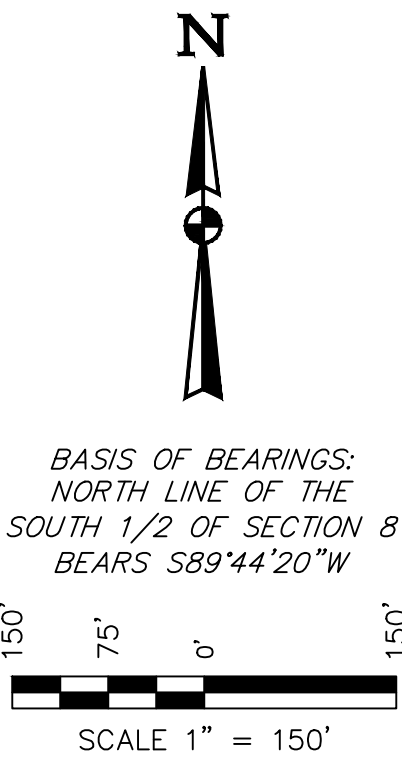
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PLANTING LEGEND

	SHADE TREE TREES FROM APPENDIX A - LIST OF APPROVED LANDSCAPE MATERIALS	68
	ORNAMENTAL TREE TREES FROM APPENDIX A - LIST OF APPROVED LANDSCAPE ITEMS	91
	LANDSCAPE AREA - ROW PRE-APPROVED DRYLAND SEED MIX TYPE C (MEAD DESIGN STANDARDS) IRRIGATED- MOWED, WEED CONTROL	1.04 AC
	LANDSCAPE AREA - SCREENING MIX OF SHRUBS MAX HEIGHT 6', WITH NATIVE SEEDING TYPE A GRASS - IRRIGATED	2.65 AC
	LANDSCAPE AREA- NATIVE GRASS MIX PRE-APPROVED DRYLAND SEED MIX TYPE A (MEAD DESIGN STANDARDS) NON IRRIGATED- MOWED, WEED CONTROL.	170.75 AC
	LANDSCAPE AREA- PARK SHADE AND ORNAMENTAL TREES. MAJORITY PRE-APPROVED DRYLAND SEED MIX TYPE A (MEAD DESIGN STANDARDS), IRRIGATED - MOWED, WEED CONTROL, WITH SMALL PORTIONS OF PRE-APPROVED IRRIGATED TURF-SEED MIX.	18.65 AC

SYMBOL	DESCRIPTION	QTY
	FENCE- CHAIN LINK	8,950 LF
	FENCE- ORNAMENTAL	12,160 LF
	BLOCK WALL- SUBSTATION	12,160 LF
	MULTI-USE 10' CONCRETE TRAIL	
	CONCRETE WALK - PUBLIC ROW	20,300 SF
	GRAVEL PAVING- SUBSTATION	111,275 SF



BASIS OF BEARINGS:
NORTH LINE OF THE
SOUTH 1/2 OF SECTION 8
BEARS S89°44'20"W

SHEET 5 OF 5

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PLANNED UNIT DEVELOPMENT (P.U.D.)



September 22, 2022

Town of Mead
Planning and Zoning Department
441 Third Street
Mead, CO 80542

Attention: Jason Bradford, Community Development Director
CC: Jennifer Vecchi, Principal Vecchi & Associates, LLC

Dear Mr. Bradford,

We, Enyo Power Partners, LLC dba as Sugar Beet Solar, LLC, an independent solar, storage and wind company specializing in developing utility-scale renewable energy projects in the Intermountain West, appreciate partnering with the Town of Mead in developing the Sugar Beet Solar project adjacent to the existing Longs Peak Substation, Maverick Solar Farm, Town Public Works Facility, and high voltage transmission lines. We have addressed Town comments in the attached resubmittal as discussed in our past meetings. We understand how this proposal is unique, and that the Town through its Comprehensive Plan supports renewable energy generally but has not addressed photovoltaic solar in the Comprehensive Plan Map, zoning districts, or development standards.

Recognizing that the Town has not yet implemented Comprehensive Plan Strategy 2A-2: *Update Mead's Land Use Code for consistency with the County's streamlined regulations for development of wind, solar, and other renewable energies*, we have followed staff's recommendation to respectfully request that the Town rezone the property to a new Planned Unit Development based on the standards of the GC General Commercial District with modifications to ensure this unique type of development is compatible with surrounding land uses. We submit the attached Planned Unit Development Application and exhibits for your consideration and approval on behalf of PK Chavez, LLC (Parcel No 120708400056) and PK Mead, LLC (Parcel No 120708300057), which real property is described on item 6.0 ALTA Survey Map of this application submittal.

Sugar Beet Solar helps achieve the Board of Trustee's goals as follows:

Responsible Growth: The proposed use would directly accomplish Comprehensive Plan *Policy 1C: Improve energy efficiency and expand the use of renewable energy including solar power*. The proposed use is low impact, requires minimal water, and does not encroach on prized mountain views compared to a RSF-4 use. Its adjacency to the Public Works Facility and existing solar infrastructure such as the Maverick Solar Farm, Lone Peaks Substation, and high voltage transmission lines away from town neighborhoods enhances its compatibility. Portions of the project along public rights-of-way will be screened per city requirements.

If this proposed PUD is approved, Sugar Beet Solar will submit the following studies as part of the Preliminary Plat:

- Landscape detail sheet showing shrubs, trees, fencing
- Cross sections for landscape plans for buffer areas and trails
- Preliminary weed management plan
- Irrigation plan

- Sample solar specifications and detail sheets (panels, batteries, etc.)
- Consistent with the above detail plans, Enyo will prepare additional visualizations to show proposed planting plans, fencing, and trails as viewed from the ROW, including more west facing views in order to best show impacts to mountain views.
- Other standard items required for a Preliminary Plat (preliminary grading and drainage plan, master utility plan, etc.)

Additionally, since our previous submittal Sugar Beet Solar reached agreements with landowners on September 12, 2022 on two parcels in unincorporated county that would be eligible for annexation. If the Town approves the PUD use for PK Chavez, LLC and PK Mead, LLC, then Sugar Beet Solar would like to apply for annexation on a second phase.

Reliable Infrastructure: This application is more than a solar project. The battery energy storage system would enhance sustainable electrical reliability to residents and businesses with the potential to provide power in the event of a grid outage. This reliability asset (battery storage) is currently unavailable in the region.

Public Safety: In ongoing siting efforts and consultation with the Town, Weld County, and Mountain View Fire Rescue the project team is working to optimally site the project's photovoltaic solar panels, access points, battery energy storage facility, and project substation. We have addressed land use, infrastructure, and environmental issues that have been identified to date. The system is monitored 24/7 and emergency services would be notified immediately in the event of a fire. The proposed development would include Hazard Mitigation Analysis, Hazard Consequence Analysis, and an Emergency Response Plan in order to ensure the project is safe.

Fiscal Stability: This project would add to the tax base without putting additional strain on roadways and city services such as schools, libraries, water, and emergency services. Our application includes an Economic Impact Analysis as a companion study as well as written statements about the proposed project to inform the review process. Sugar Beet Solar would provide reliable, safe, inexpensive electrical energy that would help attract new businesses, labor, and capital.

Connected Community: Sugar Beet Solar would dedicate approximately 17% of the property for open space and parks including an approximately 19-acre community park, 1.6 mile trail loop, and setbacks to maintain mountain views. When combined with the Mead Ponds and through subsequent Town master planning, the park properties could become a 30+ acre regional trailhead with the possibility for additional programmed uses such as a dog park, pickleball courts, community gardens, electric vehicle charging stations, and other amenities not currently found in Mead.

In summary, the project will be sustainably designed and maintained, quiet, low profile, and considerate of the environment and surrounding land uses. More importantly, Sugar Beet Solar will help implement the Town's goals and policies as a reliable source of economic development, clean energy, and mental and physical health for the next 40+ years.

We look forward to continuing our work with the Town's leadership, neighbors, and the Mead community to bring this important project to fruition.

Respectfully,

Sugar Beet Solar, LLC

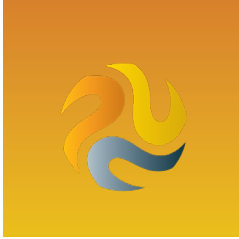


Christine mikell (Sep 23, 2022 17:34 MDT)

Christine Watson Mikell, Manager



Town of Mead
Board of Trustees Hearing
April 17, 2023



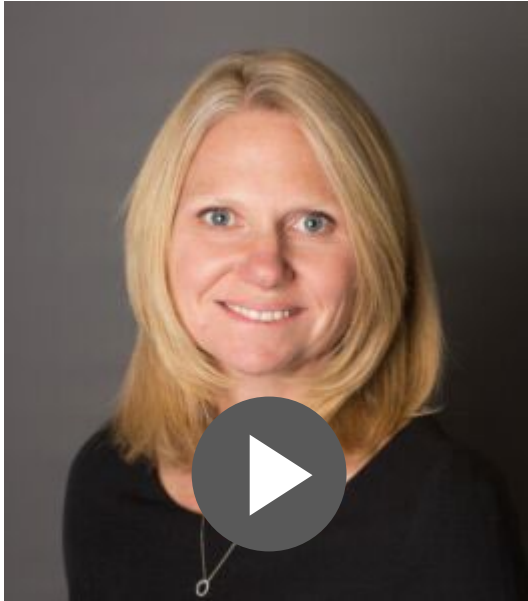
AGENDA

MESSAGE FROM The CEO
COMMUNITY BENEFITS
OUR SHARED VISION
VISUALIZATIONS
HIGHEST + BEST USE
FINANCIAL ANALYSIS
PARTNERSHIPS
2023 TOWN GOALS
QUESTIONS?





MESSAGE FROM ENYO CEO CHRISTINE MIKELL



My team and I are very excited to work with the Town of Mead and Weld County and the surrounding areas to ensure that we can make a substantial positive contribution in your community. We welcome your feedback and look forward to cultivating new partnerships.



COMMUNITY BENEFITS

RESPONSIBLE GROWTH

- We can **preserve Mead's small-town feel while bringing new revenue and community benefits** to Town residents.
- The project would be **environmentally and socially responsible** – avoiding ditches; free from air and water pollution; setback from residential areas; and not producing hazardous waste.

RELIABLE INFRASTRUCTURE

- Renewable energy **diversifies the energy supply portfolio** in the Town of Mead and Northern Colorado.
- The Sugar Beet Solar Project is **essential infrastructure** to support growth.

PUBLIC SAFETY

- Sugar Beet Solar can **fulfill community needs while NOT putting undue stress and burden on limited government resources** such as water, fire, police, transportation, and even our schools, library and recreation center.
- Battery storage **improves local electric reliability.**



COMMUNITY BENEFITS

FISCAL STABILITY

- The project is fiscally smart, **bringing in revenue without requiring or increasing government services.**
- The project will generate **\$90,000 in property tax revenue** during the first year of full operations, **which will support Town services without increasing the current demand for those services.**
- Other entities with taxing authority on the property would realize cumulative property tax revenues of more than **\$15 million** over the life of the project. These revenues can **help support education and other public services** provided to residents and businesses in Mead.

CONNECTED COMMUNITY

- Sugar Beet Solar will dedicate an approximately **12-acre community park, 1.8-mile** and **17-acre trail loop**, and deeper road setbacks to maintain mountain views.
- Through subsequent Town master planning sessions with Mead Ponds Park, the totality of Sugar Beet Solar's offering could become a **regional trailhead** with the possibility for additional programmed uses such as a dog park, pickleball courts, community gardens, electric vehicle charging stations, and other amenities not currently found in Mead.





OUR SHARED VISION

DIVERSE ECONOMY

Policy 2A: **Pursue and support diverse, appropriate industries** that have a current stronghold in Mead or northern Colorado.

Strategy 2A-3. **Ensure** future expansion of industrial park areas including **facilities and amenities critical renewable energy businesses.**



TOWN OF MEAD
COMPREHENSIVE PLAN
ADOPTION DRAFT, MARCH 2018



OUR SHARED VISION



TOWN OF MEAD
COMPREHENSIVE PLAN
ADOPTION DRAFT, MARCH 2018

Section b, Item i.

DIVERSE ECONOMY

Strategy 2C-5. Work with the St. Vrain Valley School District to support and leverage the Mead Energy Academy to attract additional traditional and renewable energy companies to Mead.



Mead High School

Energy Focus & AP Capstone School

“This project would be an incredible opportunity for the Mead Community and the students of the Mead Energy Academy.”

- Letter of Support



OUR SHARED VISION

DYNAMIC PARKS, RECREATION AND OPEN SPACE

Policy 1B: Provide **recreational opportunities through a well-connected trail network.**

Strategy 1B-1. Identify and implement a future Town-wide trail network that connects neighborhoods to parks, community amenities and services, and regional trails, and includes a **signature loop connecting Highland Lake and Mead Ponds.**

Strategy 2A-3. Promote public awareness of Mead's natural resources by **increasing access to Mead's lakes, ponds** and streams, by promoting the Town's **future trail loop system** and wayfinding strategy.



TOWN OF MEAD
COMPREHENSIVE PLAN
ADOPTION DRAFT, MARCH 2018



OUR SHARED VISION



TOWN OF MEAD
COMPREHENSIVE PLAN
ADOPTION DRAFT, MARCH 2018

Section b, Item i.

THOUGHTFUL COMMUNITY PLANNING, FACILITIES AND SERVICES.

Policy 1B: Strengthen **collaboration with utility providers** and special districts.



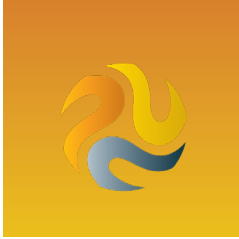
Your Touchstone Energy® Cooperative

“United Power is fully supportive of solar-plus-storage projects such as this one being planned in Mead. The cooperative has a long history of championing forward-looking, local power resources...”

- Letter of Support



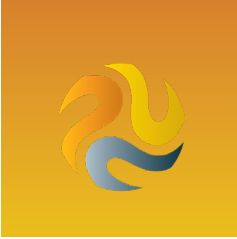
“Add solar power generation to all district facilities.”
- 2019-2024 Strategic Plan



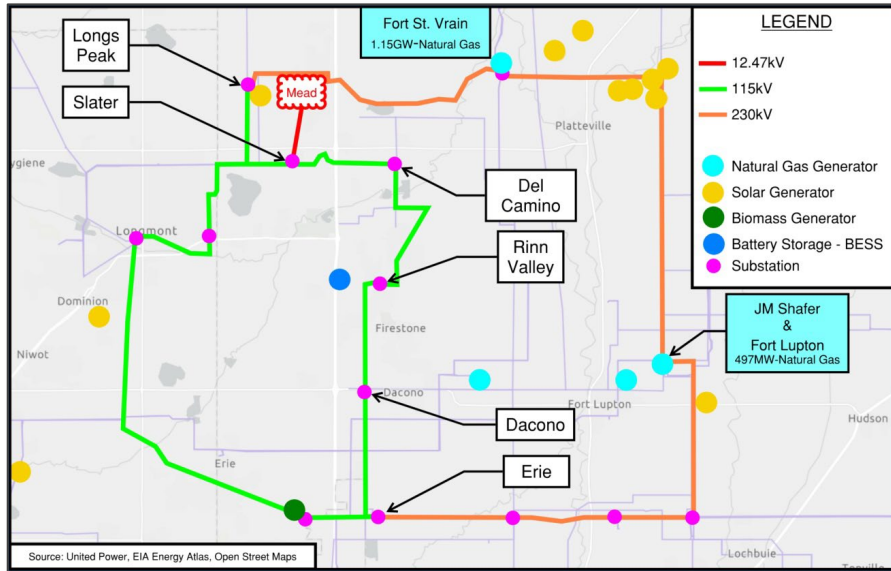
BATTERY STORAGE

- United Power has placed batteries less than 100 feet from their Carbon Valley Service Center.
- Mountain View Fire Rescue already serves battery storage.
- Committed to quiet battery technology and Conditions of Approval
- Flexible location and footprint to meet noise standards





OUR SHARED VISION



DIVERSIFY THE LOCAL ECONOMY TO ... INCREASE MEAD'S OVERALL RESILIENCE, AND PREPARE FOR NATURAL HAZARDS SUCH AS FIRES, DROUGHT AND EXTREME WEATHER EVENTS.

Policy 3A: Continue to work with Weld County to build on emergency preparedness efforts to **increase Mead's resilience.**



Your Touchstone Energy® Cooperative

"United Power is fully supportive of solar-plus-storage projects such as this one being planned in Mead. The cooperative has a long history of championing forward-looking, local power resources..."

- Letter of Support



"Add solar power generation to all district facilities."
- 2019-2024 Strategic Plan



OUR SHARED VISION



TOWN OF MEAD
COMPREHENSIVE PLAN
ADOPTION DRAFT, MARCH 2018

Section b, Item i.

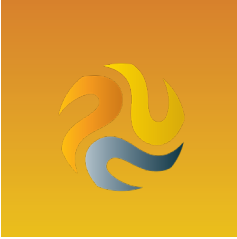
PROMOTE THE EFFICIENT MANAGEMENT OF WATER, ENERGY AND WASTE THROUGH A COHESIVE SUSTAINABILITY PROGRAM THAT REPRESENTS THE VALUES OF MEAD

Policy 1C: Improve energy efficiency and **expand the use of renewable energy including solar power.**

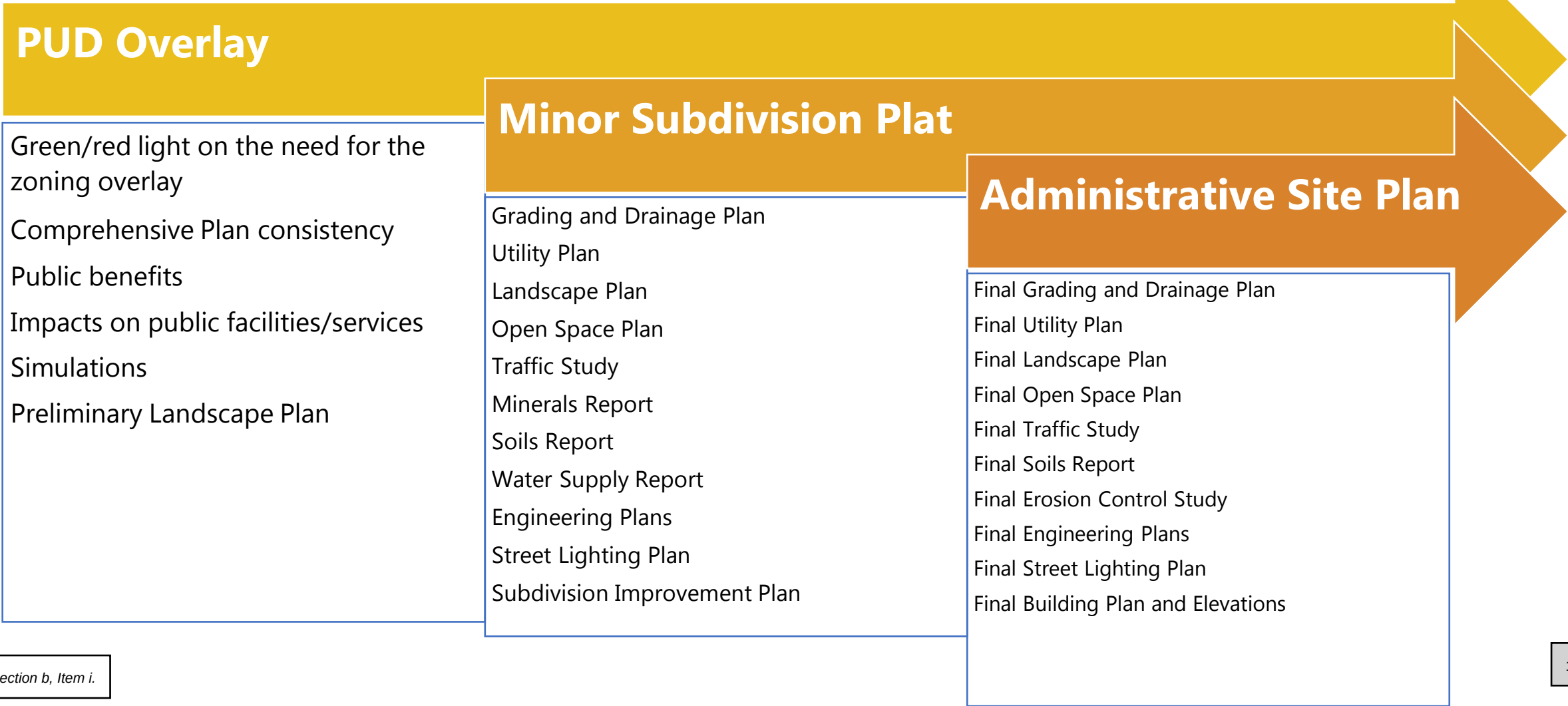
Strategy 1C-1. Work with United Power ... to develop and promote programs and codes that encourage ... **access to renewable energy.**

Strategy 1C-3. Work towards the **integration of renewable energy** components into town projects...

Strategy 1C-2. Update the Land Use Code to **streamline the permitting process for the development of renewable energy projects**, similar to Weld County's recently updated regulations.



SUBSEQUENT PUBLIC HEARINGS AND ADMINISTRATIVE REVIEWS





NORTHERN COLORADO COMMUNITIES HAVE ALREADY APPROVED SIMILAR PROJECTS

New solar farms underway in Weld County

New solar farms underway in Weld County



Amy Blunck / Special to the Reporter-Herald

of two new solar farms in Weld County erected a “mock” row of panels, shown in this photo from Oct. 14, at the facility east of Fort Collins.

Section b, Item i.

Audubon » Central Flyway

Colorado Gives Day is December 6. | Help us raise \$50,000! »

Rockies

Get Updates Donate

Birds | About Us | Conservation | Get Involved | Blog |

2022 Year-end Video



Habitat Hero

New Solar Garden in Johnstown

Expanding the potential for bird-friendly gardens and solar energy.



The Solinator Garden Fort Collins

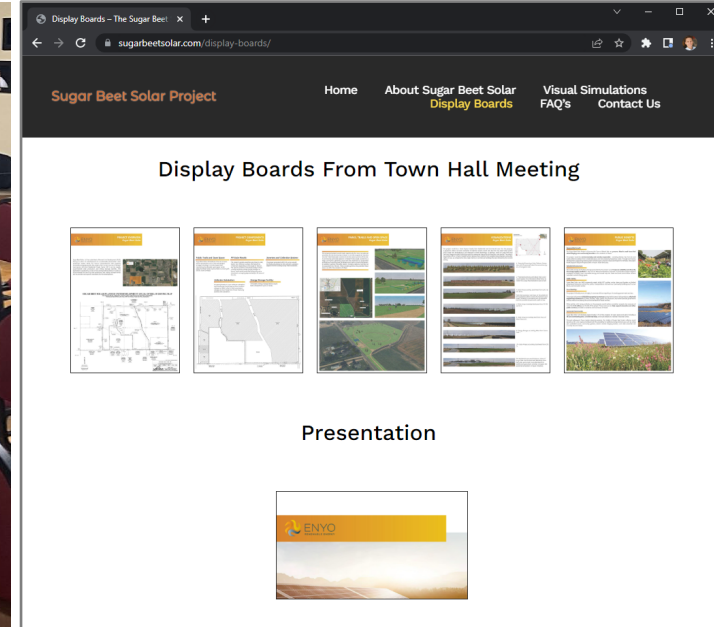
Size: 1 MW
Lifetime Production: 36,122 MWh
Lifetime CO2e Offset: 25,819 Metric Tons

Agrivoltaics on site: The community solar site for City of Fort Collins bumps up against open space and becomes an extension of habitat for local birds, bugs, and bees through native pollinator plants and grasses. The tall grasses under the panels keep them cooler in hot summer months, which increases production. Research projects commenced, in progress, and in discussion for the property include student and national lab studies to determine benefits to animal welfare, dry crop agrivoltaic yields, soil moisture and carbon capture.



NEIGHBORHOOD OUTREACH

- Project website with key information and contacts
- Two Community Meetings on November 2, 2022 and January 18, 2023
- Four rounds of mailed information and doorhangers Town-wide, as well as to owners within 1,000 feet
- Committed to working with the community to find the right fit for recreational or commercial programming





NEIGHBORHOOD COMPATIBILITY

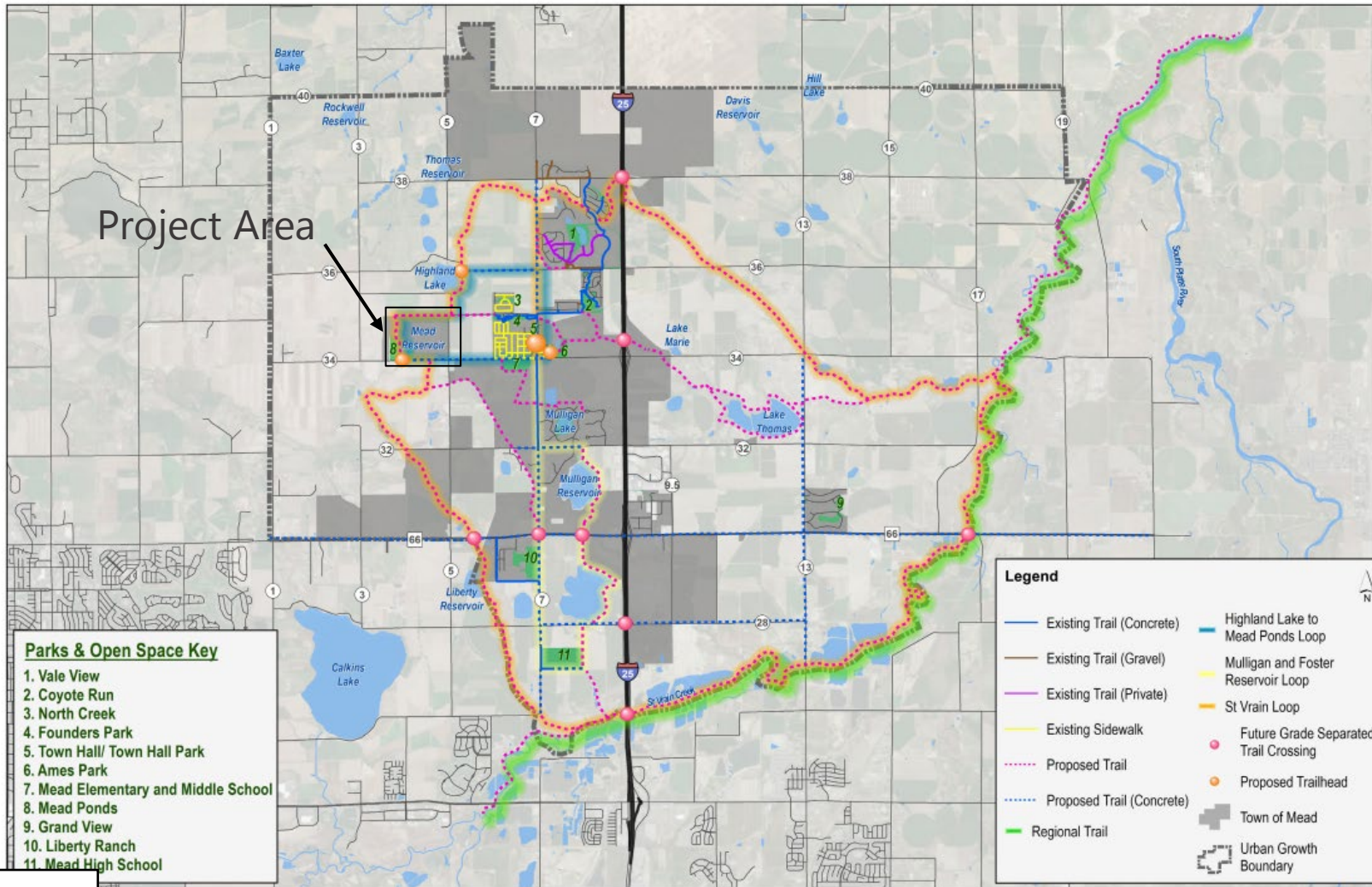
- Quiet and non-polluting
- Minimal traffic after construction
- Eliminates dust, odors, and fertilizers that are common with agricultural production
- Preserves views of the mountains above 10 foot tall panels
- Preserves land for highest and best uses in the future
- Provides attractive landscaping around trails and roads
- Provides recreation space and connects planned trail networks
- Contributes tax revenue to support community services





COMMUNITY AMENITIES

MAP 3. TRAILS



Section b, Item i.

KEY FEATURES

- 1.6 mile looped path, connecting planned regional networks
- Park dedication adjacent to Mead Ponds
- Commercial Corner dedication at CR 34 / CR 5



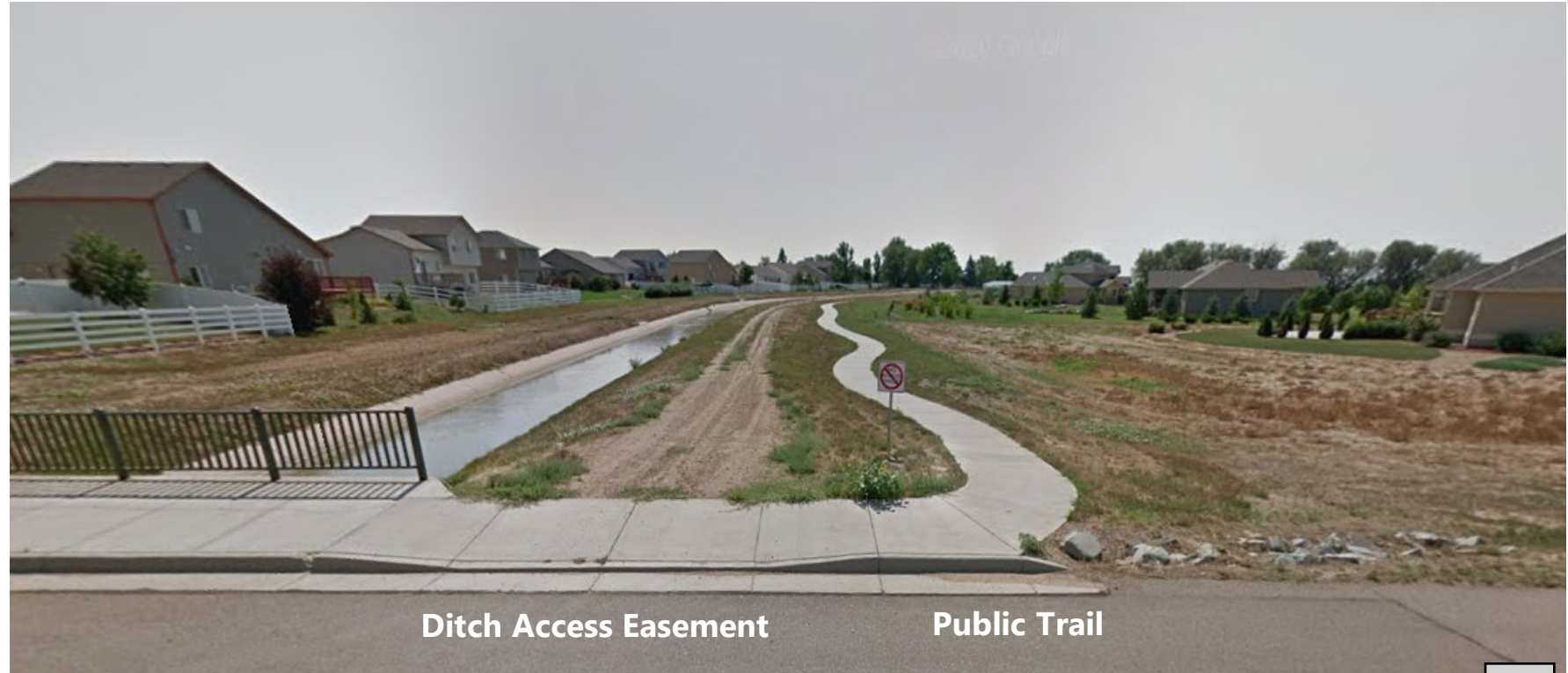
TRAIL SYSTEM

KEY FEATURES

- Respect for ditch access easement company easements

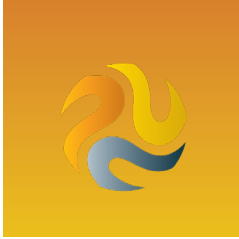


Existing trail along ditch access easement in northeast Mead (Margil Farms / Silver Fox Court)



Ditch Access Easement

Public Trail



VISUALIZATIONS

LANDSCAPE FEATURES

Landscaped sidewalks per Town standards
Screening along all Rights-of-way per Mead town standards
Secure fencing for project area
Ornamental fencing adjacent to public access areas

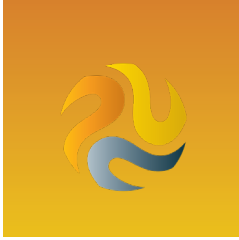
Looking Northwest from
C.R. 34 & C.R. 5
*Note: This corner would
be dedicated for future
commercial*



Current Site Conditions

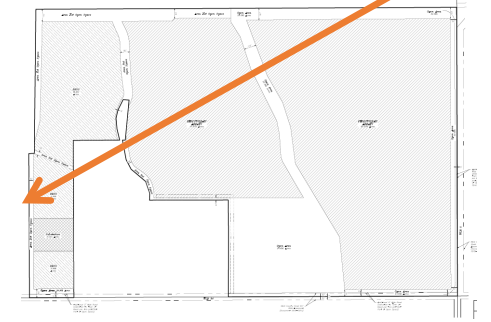


Solar Panel Installation **Landscaping shown per Town standards along the right-of-way*



VISUALIZATIONS

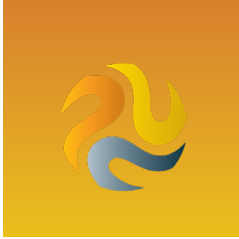
Looking Southwest from
C.R. 5 & C.R. 34 ³/₄



Current Site Conditions



Solar Panel Installation **Screening not shown but would be included per Town standards along the right-of-way*



VISUALIZATIONS

Looking Southwest from
C.R. 5 near C.R. 34 ½



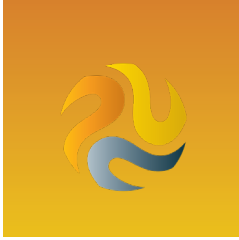
Current Site
Conditions



Potential visual
impact of
residential
development



Policy 2A: Assure that new growth within the Town **preserves the natural setting and scenic viewsheds** where appropriate.



VISUALIZATIONS

Looking North
from C.R. 34



Current Site Conditions



Substation with screening



No Developer Interest in Residential or Commercial

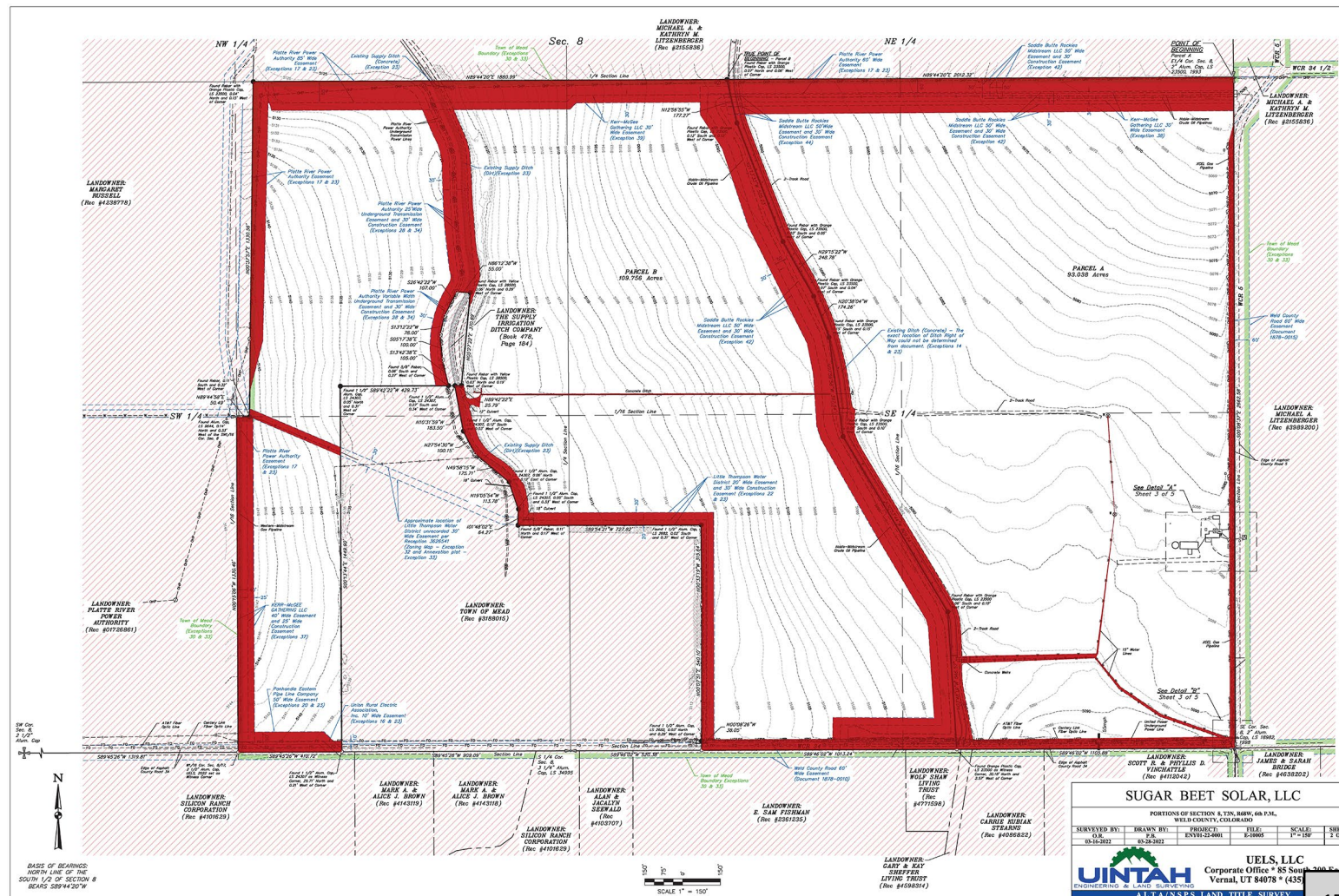
Not served by Town Water, Sewer, Road Infrastructure

Significant Residential Constraints:

- Ditches
- High-voltage electrical transmission
- Underground pipelines
- Surrounded by Public Works Facility, substation, solar infrastructure
- Insufficient water

Town is flush with Housing Projects

Residential and Commercial are more viable 20-30 years from now



Section b, Item i.

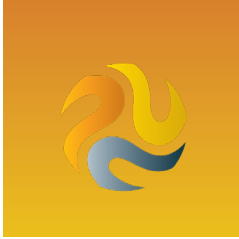


TOWN WILL HAVE 10,000 HOMES IN 22-50 YEARS

- **22-50 year buildout** depending on market demand
- Only includes known projects, not future annexations and proposals
- There is **not demand for residential + commercial now** on this property, but these will be viable in 30+ years.
- Ask that the **PUD authorization be reconsidered after 40 years of operation** for redevelopment to an ultimate higher and better use.

Approved/Under Construction	647
Entitled	1,063
Under Review	4,693
Pre-Applications	730
Pending Projects	768
Total New Homes	7,901

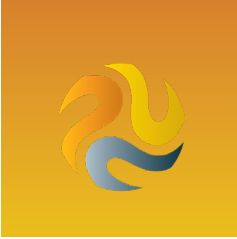
Existing Town Population (2022)	6,500
+ 7,901 X 2.8 per household	22,123
Total Population	28,623



FISCAL COMPARISONS

- Sugar Beet would generate short- and long-term sales, use and property taxes and building permit revenues for Mead during construction and over its 40-year operating life.
- Demands on municipal services and infrastructure would be limited.
- Building residential would create demand on municipal services and facilities resulting in a need for additional revenues for other sources.

	Sugar Beet Solar Project	Residential Development – 343 DUs	Residential Development – 550 DUs
Property taxes thru 2065	\$1,896,166	\$4,283,166	\$6,852,395
Plus: Sales & use taxes during construction	\$3,276,000	\$2,304,000	\$3,694,000
Plus: Development impact fees	\$0	\$4,880,204	\$7,825,400
Less: Avoided infrastructure improvement costs	\$0	(\$4,880,204)	(\$7,825,400)
Less: Projected municipal service costs	(\$ 200,000) ¹	(\$7,306,600) ²	(\$11,687,500) ²
Net Revenue surplus/(shortfall)	\$4,972,166	(\$719,434)	(\$1,141,105)



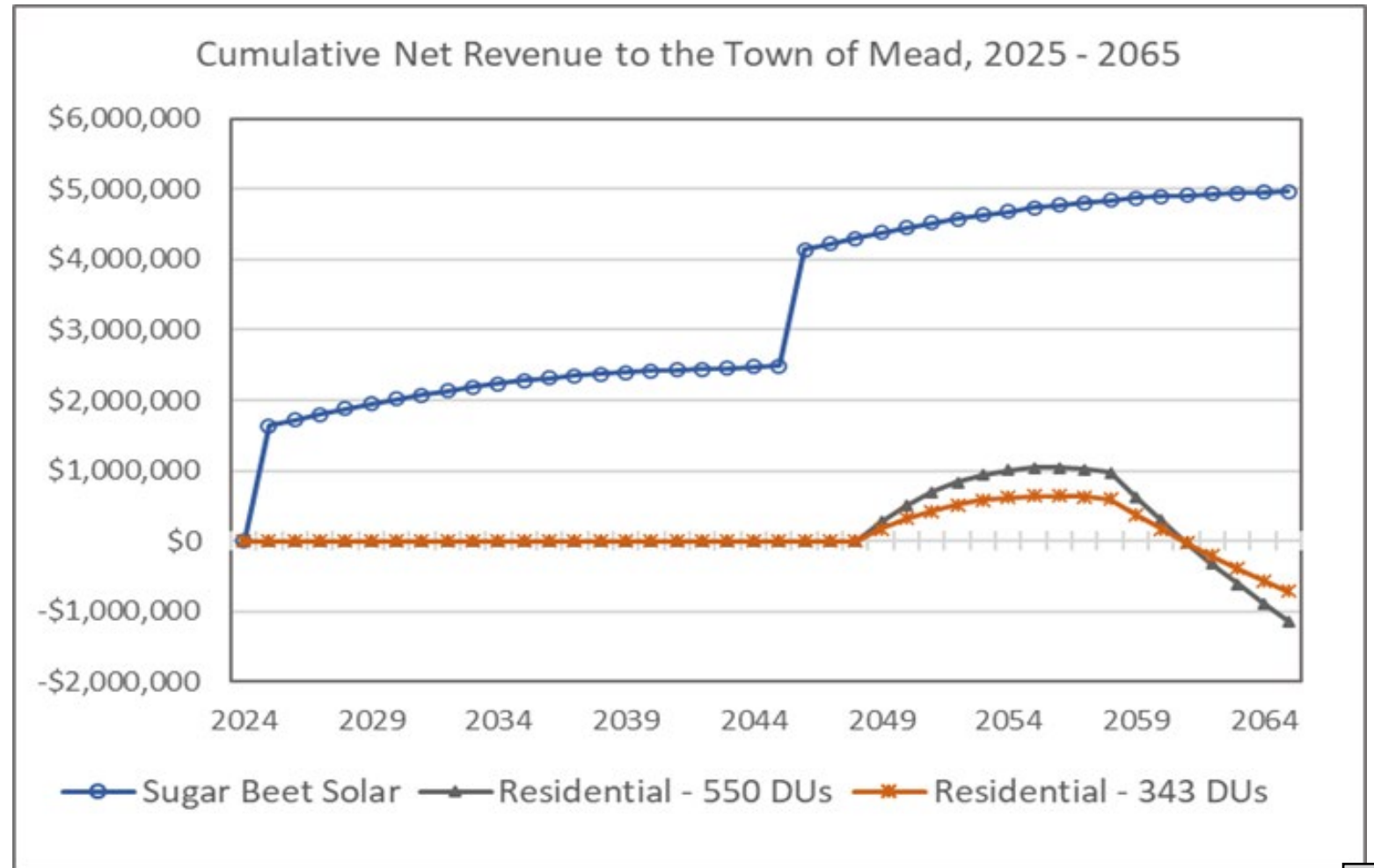
COMPARATIVE NET REVENUES

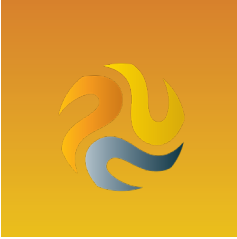
The **Sugar Beet Solar Project** would result in net positive revenues of more than **\$4.9 million** to the Town over its 40-year operating life.

These revenues would make positive contributions to the Town's overall fiscal health.

Construction of **residential development** on the project site is not foreseen for more than 20 years.

When it occurs, such development would result in negative net revenues due to higher public service costs, requiring other sources of revenue to fund the costs.



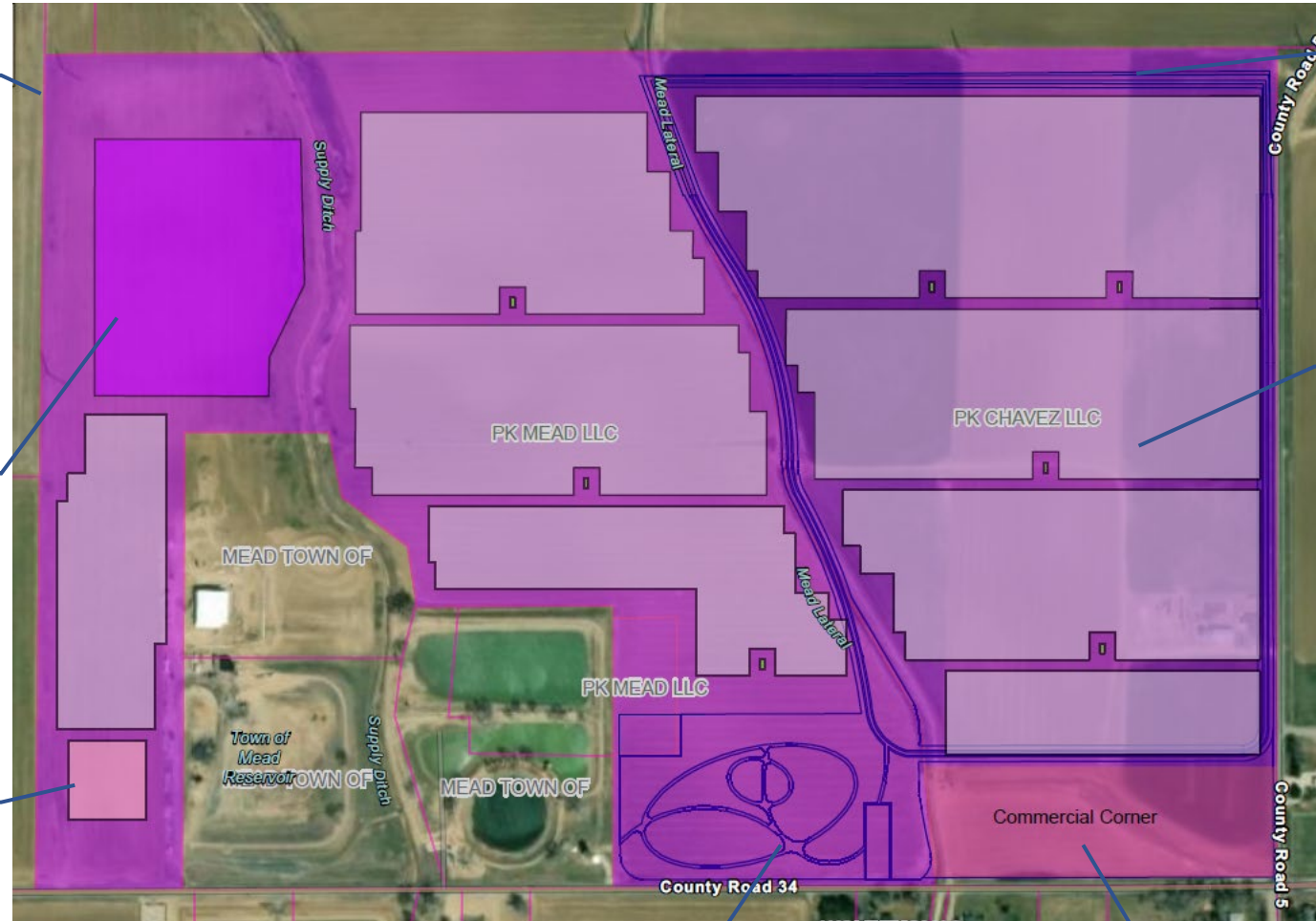


HIGHEST AND BEST USE OF PROPERTY NOW? *SOLAR*

Renewable energy contributes to the reliability of existing high-voltage transmission lines and adjacent Platte River Power Authority infrastructure

Battery Energy Storage Systems (BESS) are approximately 10 feet high and provide reliable energy when the sun is not shining.

The proposed Substation has little street frontage and would be screened from public views.



Regional Trailhead and 1.8 miles of trail loop connecting to regional system

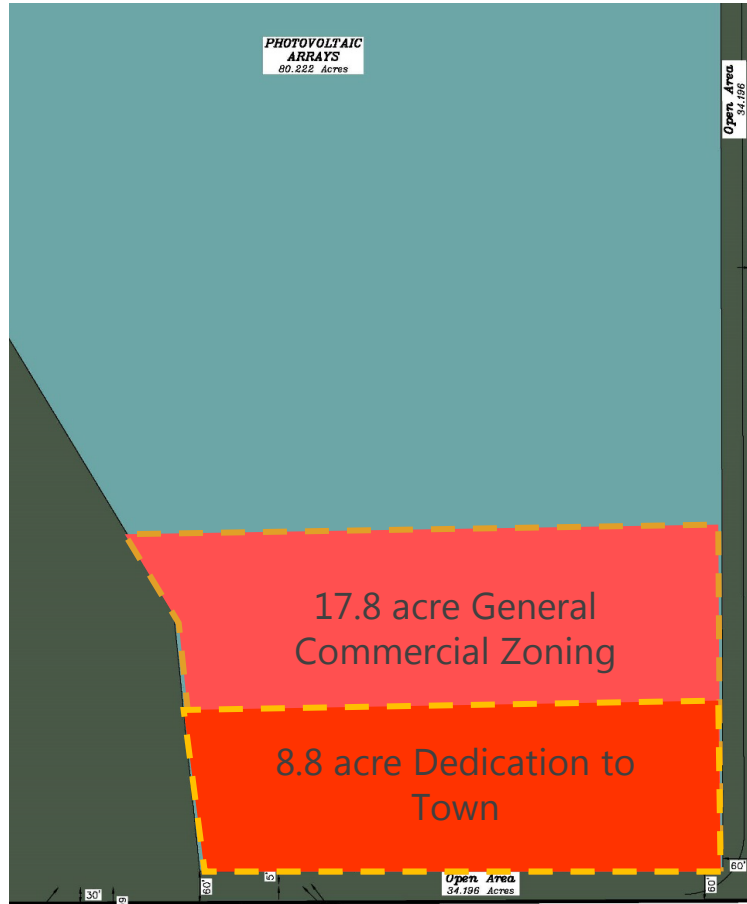
Solar arrays are anticipated to produce 40 MW, or enough energy to power over 10,000 homes.

12 acre Park Dedication

8.8 acre Commercial Corner Dedication



RIGHT-SIZING THE COMMERCIAL CORNER



Prior Commercial Zoning Un-Marketable

Section b, Item i.



17.8 acres = 6 Town Blocks



Highway 287 / 20th to 21st Avenue in Longmont
8.8 acre Case Study



SCHOOL DISTRICT AND ECONOMIC BENEFITS

1st year property tax revenue to the Town of Mead = **\$90,068**
Total property tax revenues over 40-year life = **\$1,896,166**

\$15.5 Million over 40 years in property tax revenue to public education, libraries, the conservation district, and other special districts:

- High Plains Library District: **\$526,128**
- Mountain View Fire Protection District: **\$2,673,756**
- Northern Colorado Water: **\$164,569**
- St. Vrain Valley School District RE1J: **\$9,468,983 ****
- St. Vrain Left Hand Water: **\$231,384**
- Weld County: **\$2,474,792**

Based on current mill levies, the total includes more than \$2,000,000 to debt service for new facilities with **NO INCREASE in school enrollment.



Mead High School

Energy Focus & AP Capstone School
ipal

“As the coordinator of the Mead Energy Academy, I can say that this project would present **an amazing learning opportunity for our students...** They would have a chance to observe the entire process from start to finish, **providing them a unique experience that not many other students can say they had...**

I am very excited about the opportunity to partner... ”



CRITERIA FOR AMENDMENTS TO THE OFFICIAL ZONING MAP

Section 16-3-160 (e) 6.

Zoning amendments may occur when a property owner requests to change the zoning of a property from one designation to another. The following criteria are used to review a zoning amendment application. **Only one must be satisfied:**

2. To rezone an area or extend the boundary of an existing district because of changed or changing conditions in a particular area or in the Town generally; or
4. The proposed rezoning is necessary to provide land for a community-related use that was not anticipated at the time of the adoption of the Comprehensive Plan, and the rezoning will be consistent with the policies and goals of the Comprehensive Plan; or
5. The area requested for rezoning has changed or is changing to such a degree that it is in the public interest to encourage development or redevelopment of the area; or
6. A rezoning to Planned Unit Development overlay district is requested to encourage innovative and creative design and to promote a mix of land uses in the development.



CURRENT ZONING VS PROPOSED OVERLAY

	CURRENT ZONING	PROPOSED PUD OVERLAY
RESPONSIBLE GROWTH	Residential adds demands for schools, Town services, traffic.	• Preserves Mead's small-town feel while bringing new commercial and community benefits to the Mead community. • Environmentally and socially responsible – avoiding ditches; free from air and water pollution; setback from residential areas; and does not produce hazardous waste.
RELIABLE INFRASTRUCTURE	Residential does not provide essential infrastructure.	• Essential energy infrastructure to support existing development and future growth. • Improves reliability and diversity of the energy supply portfolio in Mead and Northern Colorado. • Supports regional strategies to deploy more renewable energy generation and helps the State and local communities achieve Colorado's overall energy goals.
PUBLIC SAFETY	Burdens public safety services.	• Fire District is familiar with, currently serves, and is prepared to support Battery Storage. • Sugar Beet Solar can fulfill community needs without burdening limited government resources such as water, fire, police, transportation, and even our schools, library and recreation center.



CURRENT ZONING VS PROPOSED OVERLAY

	CURRENT ZONING	PROPOSED PUD OVERLAY
FISCAL STABILITY	Residential costs more to serve than the revenue it generates – by tens of millions. Residential available at end of solar’s life – the Town “double-dips” with more application fees and revenue.	• Preserves commercial space. • The project is fiscally smart, funding Town services without requiring or increasing Town services. • \$1,896,166 in total property tax revenues to the Town over 40-years • The Town, School District, Fire District, and other tax entities would realize cumulative property tax revenues of more than \$15 million over the life of the project. • Helps support education and other public services provided to residents and businesses in Mead without contributing to the demand for services.
CONNECTED COMMUNITY	Trails and park would be similar	• 17% of the property for use as the town determines including for open space and parks including a 12-acre community park, 1.8-mile trail loop, and deep road setbacks to maintain mountain views. • Through subsequent Town master planning sessions with Mead Ponds Park, the totality of Sugar Beet Solar’s offering could become a regional trailhead with amenities not currently found in Mead.



QUESTIONS?



1635 Foxtrail Drive
Loveland, Colorado 80538
www.rlipuma.com

(970) 776-3292
Facsimile: (970) 776-3301
rich@rlipuma.com

10/20/2022

Town of Mead
Planning and Zoning Department
Attn: Jason Bradford, Community Development Director
441 Third Street
Mead, CO 80542

Re: Sugar Beet Solar Application for Development

Dear Mr. Bradford:

My name is Richard LiPuma, and I am the manager and legal representative of PK Mead, LLC and PK Chavez, LLC, which own the adjacent lands in the Town of Mead now being considered for development by ENYO Power Partners/Sugar Beet Solar LLC. I began representing the landowners in 2003, so I have been involved with this property for almost twenty years. I thought it might be helpful to share with you some history of the property since my involvement. I would also like to urge you to work in partnership with this solar power developer to allow the project to move forward to completion.

PK Mead and PK Chavez are Colorado limited liability companies originally formed by a long-time resident of Longmont and Berthoud, Karel Prochazka, MD, who formerly worked as an anesthesiologist at Longmont United Hospital. Dr. Prochazka is a dual citizen of the United States and the Czech Republic, and his investor partners, Petr Turek and Nadezda Turkova, are citizens of the Czech Republic. The PK Chavez parcel was previously owned by Mark and Deborah Schell, other longtime residents of the area. The subject lands were originally purchased with the intention of subdividing the property into parcels for single family dwellings. Toward this end, a development plat was prepared by PK Mead in cooperation with the Schells, and our efforts culminated in the formal Annexation Agreement with the Town of Mead dated May 12, 2009. My recollection is that we had good relations with the Town of Mead representatives, and even assisted in identifying property adjacent to ours that was owned by the Town and could be made into a park (it may be used differently today). For our part we have attempted to be excellent stewards of the land and we strive to maintain our good rapport with the Town of Mead.

Jason Bradford
Town of Mead, Planning and Zoning Dept.
October 19, 2022
Page Two

Unfortunately, as you may recall, the economy and especially the housing market suffered a severe downturn after 2008, just as we were proceeding with our development. This economic recession halted our plans. We leased the farm to our tenant farmer, Michael Litzenberger, and he has farmed there ever since that time. PK Chavez purchased the Schell portion of the farm in 2012, then a number of things happened that changed our plans for development. Most notably, Dr. Prochazka became disabled and could no longer practice anesthesiology. He decided to retire to his hometown of Liberec, Czech Republic. For many years, the property was simply operated as a farm. By 2019, with his health further deteriorating, Dr. Prochazka realized that he was not likely to return to Colorado to complete his land development projects, and a decision was made to sell off his properties. All of his other Colorado lands have now been sold—only our Mead farm remains.

In 2019, we first considered the possibility of selling the farm to a solar power producer. We granted a one-year option to JUWI, Inc., but they did not exercise the option. Unfortunately, they were not very communicative, and it is not clear to us whether they actually performed substantial diligence, or just decided for other reasons not to pursue the project. In March 2021, we sold the farm to a residential developer, Trig Point Capital, but again they opted out of the contract, citing unanticipated development costs and the feasibility of developing residential housing where the Highland Ditch runs through the middle of the property, and where there are many oil and gas-related easements. Based on our feedback from Trig Point, we again wished to explore the possibility of developing the parcel for solar energy production.

In October 2021, I began having discussions with Joe Martin, a landman at High West Resources, and he introduced me to Christine Mickell of ENYO Power Partners, who was interested in touring the farm to evaluate the potential for solar power development. Prior to the tour, I performed some additional diligence research, and in discussions with Dr. Prochazka and the other investor partners, we all agreed that we should pursue sale of the farm for solar power production for the following reasons:

- Previous water and energy development, including ditches, underground water pipelines, oil and gas pipelines and other oil & gas production infrastructure present certain difficulties for residential or commercial development on this particular site;

- Solar power is an inexhaustible, renewable and sustainable energy system that does not preclude residential or commercial development in the future, if needed;

- Solar power production is consistent with the State's goal of providing viable energy production with the least amount of environmental degradation, and no emission of greenhouse gasses that could contribute to climate change;

Jason Bradford
Town of Mead, Planning and Zoning Dept.
October 19, 2022
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-Solar power development would not emit toxic substances or contaminants into the air, land or water; there is no risk of acidifying land or water ecosystems; there is no emission of air or water contaminants that might trigger illnesses, cancer or respiratory diseases like asthma in our neighbors; there would be no waste or contamination of water and other hydrological resources, which are particularly important to our neighbors, like Mr. Litzenberger, who still pursue agriculture in the area;

-We believe solar energy development may also contribute local employment opportunities, and to the extent it contributes to reducing energy imports, it can help create wealth and other economic opportunities; and finally

-Based on our research and discussions, ENYO Power Partners/Sugar Beet Solar has been terrific to work with; they appear to be responsible and have been prompt in addressing any concerns we have raised; we expect them to contribute to the local tax base without unduly burdening the Town or its economy.

The option agreement that we entered into with Sugar Beet Solar on December 2, 2021 should provide adequate time for them to work through the Town of Mead's process. To date, Enyo has been very transparent and forthcoming with information. They have been a good partner and we have been impressed with their plans for the property as well as the efforts they have put forth to partner with the Town of Mead. It is our understanding that they intend to donate almost 17% of the land they are purchasing for open space as well as provide park amenities adjacent to the Mead ponds parcel. They have agreed to operate the solar farm for the next 40 years, leaving the community of Mead and the coming generation with land to develop later in ways that we might not even be able to imagine now.

In my experience, it is unique and notable when a business comes along that looks to partner with the Town with a plan to enhance the community rather than merely squeeze it for every cent. We are eager to see this project permitted, and we believe all parties would benefit. We are somewhat proud that the land we have owned for many years will now be turned into a sustainable use farm, generating clean power for the coming four decades. Please approve the Sugar Beet Solar application. If you have any questions for me, do not hesitate to reach out.

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Town of Mead, Planning and Zoning Dept.
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Kind Regards,

LiPuma Law Associates, llc


/s/ Richard T. LiPuma

Richard T. LiPuma

/rtl

cc: Jennifer Vecchi, Principal Vecchi & Associates, LLC
Christine Mikell, ENYO Power Partners/Sugar Beet Solar LLC



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Loveland, Colorado 80538
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Facsimile: (970) 776-3301
rich@rlipuma.com

November 17, 2022

Town of Mead
Planning and Zoning Department
Attn: Jason Bradford, Community Development Director
441 Third Street
Mead, CO 80542

Re: Sugar Beet Solar Application for Development

Dear Mr. Bradford:

Thank you for hearing me at the Planning Commission Hearing last evening. I understood that the Commissioners requested more information regarding the potential for development of residences and light commercial; and that you were also requesting more time for a more comprehensive study of the financial impacts arising out of Sugar Beet Solar's proposal. I am providing additional information responsive to the Commissioners' request.

First please understand that my clients respectfully disagree that further study would serve the Town in any meaningful way. The hard truth is that development of residences has already been attempted, explored, and was determined to be "not feasible." Therefore, denial of the solar farm proposal would likely lead to a simple "no benefit" outcome for the Town. With the uncertainties of the current economy and rising interests rates, this period of "no benefit" probably would extend for many years. Approval, on the other hand, would provide a clear, immediate, positive benefit (both for the Town and for the larger surrounding community), *and* would preserve all of the benefits the Town hopes to achieve over the longer term. In 20-30 years, when the lifetime of the proposed solar facilities expires, circumstances may be more amenable to further residential and commercial development - the irrigation structures, like Highland Lake Lateral and the Supply Irrigating Ditch, may be converted to efficient underground pipelines by that time; oil and gas production in the area may subside and reduce the needs for existing transmission lines; irrigation water rights may be changed to domestic uses; and the Town will have a better idea of its further development needs.

Town of Mead Planning Commission
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Please share with the Commissioners the attached documents. As I mentioned in my public comment, we did in fact sell this property to a residential developer, Trig Point Capital LLC, in February 2021. The Contract is attached. After performing extensive diligence inquiries, the developer terminated the Contract, and their Notice to Terminate dated June 24, 2021 is also attached. The reason stated by the developer for terminating was "Feasibility of building on site." It was explained to me by the developer, as I attempted to relate last evening, that:

The oil and gas/ pipeline easements make development complicated and the City is sensitive to those easements. They are supportive of up-zoning the density but that comes with access issues which would require another round of re-platting to be sure they accept the site plans presented.

Additionally, the Town apparently advised our previous developer that there was insufficient water supply for a residential development. Given these shortfalls, there is no current possibility for developing this site into residences and/or light commercial. My clients would like to cooperate with the Town, but have no viable options.

Approval of a solar farm for a defined period of 20-30 years, followed by reassessment of development needs would best preserve the Town's rights and benefits, now and in the future. As I have already expressed, the Town has a unique opportunity to work with Sugar Beet Solar, and its affiliate, ENYO Power Partners. They have been diligent, yet flexible, and I cannot think of a better partner for this type of development. Please approve the current proposal.

Kind Regards,

LiPuma Law Associates, llc



Richard T. LiPuma

/rtl

cc: Jennifer Vecchi, Principal Vecchi & Associates, LLC
Christine Mikell, ENYO Power Partners/Sugar Beet Solar LLC



Teal Nipp Employing Broker The Value Add Real Estate
Brokerage teal@seikouhomes.com
Ph: 7209840419

The printed portions of this form, except differentiated additions, have been approved by the Colorado
Real Estate Commission. (NTT44-6-18) (Mandatory 1-19)

**THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT
LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.**

NOTICE TO TERMINATE

Date: 6/24/2021

This Notice terminates the Contract dated 3/24/2021 between **PK Mead, LLC, and PK Chavez, LLC**, (Seller)
and **Trig Point Capital LLC, by Blane Harvey** (Buyer) relating to the sale and purchase of the Property
known as:

16129 County Road 5, Mead, CO 80542 (Contract). Terms used herein shall have the same meaning as in
the Contract.

BUYER'S NOTIFICATION OF UNSATISFACTORY CONDITION.

Buyer notifies Seller that the Contract is terminated (§ 25 Termination) because the following are unsatisfactory
to Buyer:

☐ Assumption Balance (§ 4.6)	☒ Due Diligence Documents, Leases (§ 10.6)
☐ Seller or Private Financing (§ 4.7)	☐ Zoning (§ 10.6) CBS 2, 3, 4
☐ New Loan Review (§ 5.2)	☐ Environmental, ADA Evaluation (§ 10.6) CBS 2, 3, 4
☐ Existing Loan Review (§ 5.4)	☐ Conditional Sale (§ 10.7)
☐ Conventional/Other Appraisal (§ 6.2)	☐ Lead-Based Paint (§ 10.10) CBS 1, 2, CBSF1
☐ Association Documents (§ 7.4)	☐ Methamphetamine Laboratory (§ 10.12) CBS 1, 2, CBSF1
☒ Record Title and Off-Record Title (§ 8.5)	☐ Tenant Estoppel Statements (§ 11.3) CBS 2, 3, 4
☐ New ILC or New Survey (§ 9.3)	☐ Causes of Loss, Insurance (§ 19.1)
☐ Inspection (§ 10.3)	☐ Damage, Inclusions and Service (§ 19.2)
☐ Insurability (§ 10.5)	☐ Condemnation (§ 19.3)
☐ Other:	☐ Short Sale Addendum (SSA38-10-11)
☒ Other: <i>Feasibility of building on site</i>	

SELLER'S NOTIFICATION OF UNSATISFACTORY CONDITION.

Seller notifies Buyer that the Contract is terminated (§ 25 Termination) because the following are unsatisfactory
to Seller:

☐ Seller Financing (§ 4.7)
☐ Credit Information (§ 5.3)
☐ Release of Liability (§ 5.4)
☐ Short Sale Addendum (SSA38-10-11)
☐ Other:

Terminating Party: ☒ Buyer ☐ Seller

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Trig Point Capital LLC, by Blane Harvey Date: 6/24/2021

Name - Signature of Terminating Party: Trig Point Capital LLC, by Blane Harvey

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NTT44-6-18. NOTICE TO TERMINATE

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PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is made and entered into as of the 24th day of February 2021 (the “**Effective Date**”), by and between **PK Mead, LLC**, a Colorado limited liability company, and **PK Chavez, LLC**, a Colorado limited liability company, (collectively the “**Seller**”), and **Trig Point Capital LLC**, a Colorado limited liability company (the “**Buyer**”).

RECITALS

Buyer desires to purchase and Seller desires to sell the Property (as defined below) on the terms and conditions hereinafter documented.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual undertakings of the parties hereto, it is hereby agreed as follows:

1. **Purchase and Sale.** Subject to the terms and conditions of this Agreement, the Seller shall sell to Buyer, and Buyer shall purchase from the Seller, all of Seller’s right, title and interest in and to, the following:

(a) The land identified generally as 16129 County Road 5, Mead CO 80542, as legally described in **Exhibit A** (the “**Land**”);

(b) All of the rights, easements and appurtenances pertaining to the Land, including any and all of Seller’s interest, if any, to any subsurface rights, water rights, adjacent streets, alleys or rights-of-ways, regardless of whether those rights are defined in the legal description attached hereto in Exhibit A (the “**Related Rights**”);

(c) The improvements, other physical structures and fixtures on the Land (collectively, the “**Improvements**”);

(d) All furniture, fixtures, equipment and inventory located on the Land or within the Improvements and used exclusively in connection with the ownership, use, maintenance or operation of the property, including specifically the items described in **Exhibit B** (collectively, the “**Tangible Personal Property**”);

(e) Seller’s interest under and to the following (the “**Intangible Property**”) (i) Seller’s permits, surveys, engineering reports, architectural plans, including any as built construction plans, soils reports, environmental studies, any licenses or authorizations issued by any governmental authority with jurisdiction over the property. and (ii) any additional water or subsurface rights as attached to the property; and

(f) The Land, the Related Rights, the Improvements, the Tangible Personal, and the Intangible Property are collectively referred to as the “**Property**.”

2. **Purchase Price.** The purchase price for the Property (“**Purchase Price**”) is **Three Million One Hundred Forty Thousand and No/100 Dollars (\$3,140,000.00)**, which shall be paid in cash or by wire transfer of available funds at Closing, against which the Escrow Deposit shall be applied, subject to the adjustments specifically provided for in this Agreement. The Purchase Price will be allocated among the Land and Improvements, Tangible Personal Property and Intangible Property as agreed by Buyer and Seller prior to the expiration of the Examination

Period. If Buyer and Seller are unable to agree on the allocation of the Purchase Price as of the expiration of the Examination Period, buyer may terminate the contract without penalty and the Escrow Deposit will be returned to Buyer and neither party hereto shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement.

3. **Escrow Deposit.** Within four (4) business days after the Effective Date, Buyer shall deposit the sum of Twenty-five Thousand and No/100 Dollars (\$25,000.00) (which amount, together with all interest thereon (hereinafter the “**Escrow Deposit**”) with Land Title Guarantee Company, which company, in its capacity as escrow holder hereunder, is called “**Escrow Agent.**” The Escrow Deposit shall be delivered to Escrow Agent by wire transfer of immediately available federal funds or by bank or cashier’s check. Such amount shall be placed by Escrow Agent in an insured, interest bearing account and held by Escrow Agent as a deposit against the Purchase Price in accordance with the terms and provisions of this Agreement and credited against the Purchase Price at Closing. If Closing does not occur in accordance with the terms hereof, the Escrow Deposit shall be held and disbursed by Escrow Agent only as provided in this Agreement. In such case, this Agreement will terminate, the Escrow Deposit will be returned to Buyer and neither party hereto shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement.

4. **Due Diligence.**

(a) Seller shall deliver to Purchaser, within three (5) business days of the Effective Date the due diligence items listed on Exhibit C, to the extent the same are in the possession or control of Seller (the “**Seller Deliverables**” and together with all other information regarding the Property made available to Buyer by Seller, hereinafter collectively referred to as the “**Due Diligence**”).

(b) Buyer and Buyer’s authorized agents, employees, consultants, contractors and representatives shall have ninety (90) days from the Effective Date (the “**Examination Period**”) to review all matters pertaining to the Property, including all Due Diligence (defined below). Buyer shall have the right to terminate this Agreement for any reason or no reason at all on or prior to the expiration of the Examination Period by providing written notice thereof to Seller.

(c) Buyer and Buyer’s authorized agents, employees, consultants, contractors and representatives shall be authorized, upon a Twenty-Four (24) hour notice to Seller during the Examination Period, to enter upon the Property and to perform, at Buyer’s expense, such economic, surveying, engineering, topographic, environmental, marketing, and other tests, studies, inspections and investigations as Buyer may deem appropriate (including, without limitation, physical inspections of all Improvements, surveys, engineering tests, economic feasibility studies, soils, seismic and geologic reports and environmental testing and appraisals) with respect to the Property.

(d) Buyer is liable for all damage or injury to any person or property resulting from, relating to, or arising out of Buyer’s activities on the Property whether due to the acts of Buyer or any person acting by or on behalf of Buyer, but excluding the negligence or willful misconduct of Seller, and Buyer must keep the Property free and clear of any liens arising from work performed on behalf of Buyer in connection with its inspection activities. Buyer shall indemnify, defend and hold Seller harmless from and against any and all claims, costs, damages, liabilities, losses, expenses, or liens of any kind (including, without limitation, reasonable attorney’s fees) incurred by Seller directly resulting or arising out of or due to the activities of Buyer or its agents, consultants or contractors, from any

entry on the Property by Buyer or any of Buyer's agents in the course of performing the inspections, testing or inquiries provided for in this Agreement. The foregoing indemnity shall survive the termination of this Agreement.

(e) Title and Survey.

(i) Title Commitment. Within seven (10) days after the Effective Date, Seller shall cause Land Title Guarantee Company (which company, in its capacity as title insurer hereunder, is herein called the "**Title Company**") to deliver to Buyer, via hard copy or electronic format: (a) a current commitment for title insurance on the current form of ALTA Owners Policy (hereinafter, the "**Title Commitment**"), (b) legible copies of all documents listed as exceptions in the Title Commitment, and (c) a current certificate of taxes due (collectively, the "**Title Documents**"). Seller will use commercially reasonable efforts to have the so-called "standard printed exceptions" deleted from the Title Commitment, at Seller's expense, provided that Buyer delivers any updated Survey to the Title Company. Seller will deliver or cause the Title Company to deliver to Buyer, promptly after the Closing, an owner's title insurance policy issued by the Title Company insuring Buyer's title to the Property consistent with the Title Commitment (the "**Title Policy**"), subject only to the Permitted Exceptions (as defined below). Seller will pay the standard premium for such Title Policy at Closing including any additional premiums for extended coverage.

(ii) Survey. Seller will cause to be delivered to Buyer any ALTA/ACSM Survey of the Land and Improvements in Seller's possession (the "**Survey**"). Buyer may, at Buyer's cost, cause the Survey to be updated and certified to Buyer and the Title Company and such other parties as Buyer may reasonably request. If no survey exists, buyer shall have the right to perform a survey during the examination period.

(iii) Title and Survey Objections. Buyer shall notify Seller in writing not later than five (5) business days prior to the expiration of the Examination Period (the "**Title Objection Deadline**") of any encumbrances, restrictions, easements or other matters contained in the Title Commitment or the Survey (collectively, the "**Exceptions**") to which Buyer objects. Any Exceptions to which Buyer does not object to in writing on or before the Title Objection Deadline shall be deemed accepted by Buyer. In the event Buyer notifies Seller of objections to any Exceptions in writing on or before the Title Objection Deadline, Seller shall have the obligation to notify Buyer in writing not later than one (1) business day prior to the end of the Examination Period following Seller's receipt of Buyer's notice of objections ("**Seller's Title Election Period**"), (A) which Exceptions Seller will remove at Closing, (B) which Exceptions the Title Company has agreed to insure over in the Title Policy to be issued at Closing (together with the proposed form of endorsement), and (C) which Exceptions will not be removed or insured over. If Seller fails to give Buyer written notice of such election before the end of Seller's Title Election Period, Seller shall be deemed to have elected not to attempt to remove the Exceptions to which Buyer objects.

(iv) Buyer Remedy. On or before expiration of the Examination Period, in the event Seller has not agreed to remove all Exceptions to which Buyer objects, then Buyer shall have the right to elect one, but not both, of the following options, which election must in each case be made within the time period provided below: (x) to accept a conveyance of the Property subject to the Permitted Exceptions, including any Exceptions objected to by Buyer which Seller is unwilling or unable to cure or Exceptions the Title Company has not agreed to insure over, and without reduction of the Purchase Price; or (y) to terminate this Agreement by sending written notice thereof to Seller, and upon delivery of such notice of termination, this Agreement shall terminate and the Escrow Deposit

shall be returned to Buyer, and thereafter neither party hereto shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement.

(v) Permitted Exceptions. Title to the Land conveyed to Buyer at Closing shall be subject to the following matters which shall be collectively referred to as “**Permitted Exceptions**”: (A) any items contained in the Title Commitment to which Buyer does not object to on or before the Title Objection Deadline in accordance with Sections 4(e)(iii) above, (B) the lien to secure taxes and assessments not yet due and payable as of the date of Closing, subject to adjustment as herein provided, (C) such state of facts as may be shown on a survey or site plan for the Property, except to the extent Seller agrees to cure any such matters pursuant to Section 4(e)(iii) hereof, and (D) matters affecting title created by, on behalf of, or with the consent of Buyer.

(vi) Monetary Encumbrances. Notwithstanding the foregoing provisions of this Section 4(e), Seller shall be obligated to cause any mortgages/deeds of trust or similar liens, other monetary liens, mechanic’s liens or judgment liens, regulatory agreement, or fine and penalty assessed for violation of building or other codes or any other matter that arose as a result of a payment obligation of Seller that encumbers the Land or Improvements to be removed as exceptions to the Title Policy on or before the Closing Date. Seller may use the Purchase Price to effectuate such release concurrently with the Closing. Such actions shall include obtaining a payoff letter at or prior to Closing and leaving a portion of the Purchase Price in escrow to satisfy any of the foregoing liens.

(f) Service Contracts. Buyer shall notify Seller in writing not later than five (5) business days prior to the expiration of the Examination Period of any contracts or agreements pertaining to the Property which Buyer desires to assume at Closing, and which, by its express terms, may be assumed at the Closing (the “**Approved Contracts**”). Seller shall have until one (1) business day prior to the expiration of the Examination Period to notify Buyer, in writing, of its agreement to lawfully assign such Approved Contracts. All other Service Contracts (the “**Disapproved Contracts**”) will be terminated by Seller effective on or before the Closing. Seller shall assign its rights and interests under the Approved Contracts to Buyer at the Closing pursuant to the Bill of Sale and General Assignment and Assumption in substantially the form attached hereto as Exhibit E and made a part hereof.

5. Financing Contingency; Termination. Buyer shall have 30 days after the expiration of the Examination Period, to terminate this Agreement if Buyer is not able to secure acquisition financing on terms acceptable to Buyer. In such event, Buyer shall give written notice of such termination to Seller and Escrow Agent. Upon such termination, the Escrow Deposit shall be refunded to the Buyer and no party shall have any further rights, duties, obligations or liabilities under this Agreement except those which expressly survive termination of this Agreement. If Buyer fails to timely notify the Seller and Escrow Agent that it no longer intends to acquire the Property within the time period, Buyer shall be deemed to have waived its right to terminate pursuant to this Section 4(g) and to have elected to move forward with the purchase of the Property subject to the terms of this Agreement. Notwithstanding the foregoing, Buyer shall have the one (1) time right to extend the time for Close of Escrow by thirty (30) days by making an additional deposit to Seller in the amount of Ten Thousand Dollars (\$10,000.00). Said sum will be applicable to the Purchase Price herein; however, shall be non-refundable to Buyer except in the event of Seller’s default.

6. Representations and Warranties.

(a) Representations, Warranties, and Covenants of Seller. Except as set forth in this Agreement, and subject to Buyer’s knowledge, Seller hereby warrants and represents and

covenants to Buyer (collectively, "**Seller Representations**") the following statements are true on the date of this Agreement and shall be true and correct on the Closing Date:

(i) Seller is duly organized, validly existing and in good standing under the laws of the state of its formation. Seller is duly authorized and qualified to do business in the state where the Property is located. Seller has the right and authority to enter into this Agreement and to transfer the Property pursuant to this Agreement. The person signing this Agreement on behalf of Seller is authorized to do so. This Agreement has been duly authorized, executed and delivered by Seller, is a valid and binding obligation of Seller and is enforceable against Seller in accordance with its terms.

(ii) No condemnation proceedings are pending against the Property, nor has any written notice from a governmental authority threatening condemnation been received.

(iii) Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986.56

(iv) Seller's Federal Tax Identification Number is [insert number in numbers].

(v) Seller is solvent and has not filed for itself any petition under Federal bankruptcy law or any Federal or state insolvency laws.

(vi) Seller is not acting directly for or on behalf of any party that is prohibited from engaging in this transaction due to any United States government embargos, sanctions, or terrorism or money laundering laws, including, without limitation, due to such party being (1) subject to United States government embargos or sanctions, (2) in violation of terrorism or money laundering laws, or (3) listed on a published United States government list (e.g., Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control) or other lists of similar import.

(vii) All persons or entities presently employed or retained in connection with the operation and maintenance of the Property, if any, are employed or retained by the Seller, and, unless otherwise directed by Buyer in writing prior to Closing, shall be terminated as of the day prior to the Closing Date. No proration of management fees, salaries or benefits shall be made with respect to Seller's property management agent or any of such employees.

(viii) There are no pending real estate tax valuation contests or real estate tax appeals made by or on behalf of Seller.

(ix) No consent, waiver, approval, or authorization of, or filing, registration, or qualification with, or notice to, any Governmental Authorities or any other entity or person (including without limitation, its directors or shareholders if Seller is a corporation, or its partners, if Seller is a partnership) is required to be made, obtained, or given by Seller in connection with the execution, delivery, and performance of this Contract, except such consent, waiver, approval, authorization, filing, registration or qualification which has been made, obtained or given. The joinder of no entity or person other than Seller will be necessary to convey the Property fully and completely to Purchaser upon Closing.

(x) There are no unsatisfied mechanics' or materialmen's lien rights concerning the Property.

(xi) There is no action, suit, proceeding or claim affecting the Property or any portion thereof, or affecting Seller and relating to or arising out of any leases or the ownership, operation, use or occupancy of the Property pending or being prosecuted before or by any Governmental Authorities nor, to the best of Seller's knowledge, is any such action, suit, proceeding or claim threatened or being asserted.

(xii) There are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relief laws contemplated or filed by Seller or pending against Seller or the Property.

(xiii) To the best of Seller's knowledge, the Property, and its use and operation, are in compliance with applicable building codes, environmental, zoning, subdivision and land use laws, and other federal, state and local laws, rules, regulations and ordinances. Seller has not received any notices from any Governmental Authorities or private citizen pertaining to any violation of any such law, rule, regulation or ordinance, and, to Seller's knowledge, no such notices are pending or threatened. Seller has produced or otherwise made available to Purchaser all of the Seller Disclosures, and there are no other documents or information included within the definition of Seller Disclosures that have not been provided to the Purchaser. To Seller's knowledge, none of the Seller Disclosures contains any untrue statement of a material fact or omits to state a fact necessary to make the statement of fact contained therein not misleading in any material respect.

(xiv) To the best of Seller's knowledge, all information and documents provided to Purchaser in connection with this contract, including, without limitation, all disclosures, reports, leases, estoppel certificates, rent roll, operating statements, and the other agreements are true, correct and complete in all material respects.

(xv) Seller, and to its knowledge Tenant, has not caused any generation, location, storage, or release upon, under or about the Property of any hazardous materials in violation of applicable environmental law; (b) with respect to Seller's ownership and operation, the Property is, and has been for the past five (5) years, in compliance with all applicable environmental laws and/or environmental permits; (c) Seller has not received, and to its knowledge Tenant has not received, any written claim or notice of potential responsibility or liability alleging that Seller (or Tenant) is or should be liable under any environmental law or to any person, including without limitation those based upon (i) the environmental condition of the Property, (ii) the release or threatened release of any pollutant, hazardous waste or hazardous substance at or from the Property, and/or (iii) the handling, storage, treatment and/or disposal of any substance, material, or product on the Property; (d) Seller, and to its knowledge Tenant, is not conducting, completing or performing any cleanup, remediation or corrective action on the Property to address a release of any hazardous substances; (e) to Seller's knowledge there have been no releases of hazardous materials from any adjacent or adjoining properties that have impacted or migrated on, under or through the Real Property; and (f) to Seller's knowledge there are no polychlorinated biphenyls, radioactive materials, lead, asbestos-containing material, per- and polyfluoroalkyl substances, incinerator, sump, surface impoundment, lagoon, landfill, septic, wastewater treatment or other disposal system or underground storage tank (active or inactive) present at, on or under the Property.

(b) Representations, Warranties and Covenants of Buyer. Buyer hereby represents, warrants and covenants to Seller the following statements are true on the date of this Agreement and shall be true and correct on the Closing Date:

(i) Buyer is duly organized and validly exists under the laws of the state of its formation, and, at Closing, shall be qualified to do business in the state in which the Property is located. Buyer has the right and authority to enter into this Agreement. The person signing this

Agreement on behalf of Buyer is authorized to do so. The execution and delivery of this Agreement or any other document in connection with the transactions contemplated by this Agreement will not violate any provision of Buyer's organizational documents or of any regulations or laws to or by which Buyer is bound. This Agreement has been duly authorized, executed and delivered by Buyer, is a valid and binding obligation of Buyer and is enforceable against Buyer in accordance with its terms.

(ii) Buyer is not a person with whom Seller is prohibited from engaging in this transaction due to any United States government embargos, sanctions, or terrorism or money laundering laws, including, without limitation, due to Buyer or any party that has ownership in or control over Buyer being (1) subject to United States government embargos or sanctions, (2) in violation of terrorism or money laundering laws, or (3) listed on a published United States government list (e.g., Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control) or other lists of similar import.

(c) Limitations. The representations and warranties of Seller and Buyer set forth in Sections 5(a) and 5(b), respectively, shall survive the Closing for a period of twelve (12) months.

(d) Seller's Covenants. Seller covenants with Buyer, from the Effective Date until the Closing or earlier termination of this Agreement, as follows:

(i) Operation of Property. Seller shall operate and maintain the Property in a manner generally consistent with the manner in which Seller has operated and maintained the Property prior to the Effective Date, ordinary wear and tear, casualty and condemnation excepted.

(ii) Execution of New Contracts. After the Effective Date, Seller shall not, without Buyer's prior written consent in each instance, enter into, extend or renew any contract or agreement that will be an obligation affecting the Property or binding on Buyer after the Closing and which is not terminable upon ninety (90) days' notice or less, without the consent of Buyer which shall not be unreasonably withheld, conditioned or delayed. Any new service contract entered into by Seller shall constitute a "**Service Contract**", respectively, for purposes of this Agreement.

7. Closing Conditions.

(a) Buyer's obligation to consummate the transactions contemplated by this Agreement are conditioned upon fulfillment of the following conditions, each of which may be waived by the Buyer in writing:

(i) Representations and Warranties. Except as otherwise disclosed to Buyer, all of Seller's Representations shall be true and correct in all material respects, as of Closing.

(ii) No Breach. Seller shall have performed in all material respects its obligations contained in this Agreement required to be performed on or prior to the Closing Date.

(iii) Title Insurance. Subject to Buyer's satisfaction of any Buyer requirements in connection with such issuance, the Title Company shall be prepared to issue to Buyer at Closing the Title Policy, dated the date of Closing, insuring Buyer's title subject to the Permitted Exceptions.

(iv) Condition of Property. Seller shall deliver the Property in the same manner and condition as prior hereto pursuant to its normal course of business, subject to reasonable wear and tear and further subject to destruction by casualty and taking by eminent domain in accordance with Section 10 below.

If all of or any of the above conditions are not satisfied as of Closing, Buyer shall have the right, at its option to: (a) to waive such condition(s) and proceed to Closing, (b) to terminate this Agreement whereupon the Escrow Deposit shall be refunded to Buyer, and thereafter neither party shall have any further obligation hereunder.

(b) Seller's obligation to proceed to Closing is conditioned upon the satisfaction of the following conditions, provided that Seller may, in its sole discretion, elect to waive any such condition in writing:

(i) Buyer's Representations. All of Buyer's representations and warranties made shall be true and correct in all material respects as of Closing.

(ii) No Prohibition. As of Closing, there shall be no prohibition on Seller paying or prepaying any debt related to the Property and no consent or approval by any lender, governmental authority or any other person or entity required which has not been obtained.

(iii) No Breach. Buyer shall have performed in all material respects its obligations contained in this Agreement required to be performed on or prior to the Closing Date.

8. Closing.

(a) Closing Date. The purchase and sale contemplated herein shall close (the "Closing") by the mutual exchange of documents through Escrow Agent on the date that is on or before sixty (60) days following the Examination Period (the "Closing Date").

(b) Prorations; Adjustments. All income and operating expenses (other than for debt service, insurance premiums, or compensation, benefits or, commissions and fees due, accruing, deferred or outstanding to any employee or under any property management or, affiliate agreements, and/or commission agreements, and costs and expenses for any improvements to the Property contracted for and/or performed prior to Closing, all of which shall be paid by Seller at Closing), shall be prorated (utilizing the actual number of days remaining in such month or year, as applicable) by Buyer and Seller as of 11:59 p.m. MST on the day of the Closing Date (i.e., Seller is entitled to the income and responsible for the expenses on the day of Closing), as follows:

(i) General, special, ad valorem, personal property, and other property taxes and assessments imposed by any governmental authority and any association assessments, fees and dues (collectively, the "Taxes") for the then-current calendar year should be prorated as of the Closing based on the most recent mill levy and assessed valuation, which proration shall be final. If any Taxes for the current tax year (or any prior year) have not been paid before Closing, then Seller shall be charged at Closing (and Buyer shall receive a corresponding credit at Closing) an amount equal to that portion of such taxes, assessments and fees which relates to the period prior to the Closing, and Buyer shall be responsible for the payment of that portion of such taxes, assessments and fees which relate to the period commencing on the Closing Date and continuing thereafter.

(ii) All utility bills for the Property shall be prorated. Final meter readings on all utilities charged to the Property shall be made as of the day preceding the Closing Date. Seller shall arrange for and shall pay for final billings of utilities to the day preceding the Closing Date, and Buyer shall be responsible for utilities used on or after the Closing Date.

(iii) All payments required under those Approved Contracts to be assumed

by Buyer shall be prorated.

(iv) Any other operating expenses or other items pertaining to the Property which are customarily prorated between a purchaser and a seller in comparable commercial transactions in the area in which the Property is located shall be prorated according to local custom.

(c) Closing Costs. Seller shall be charged the following amounts at Closing: (i) the cost of the Title Policy to be issued by the Title Company in the amount of the Purchase Price, including ALTA Extended Coverage, (ii) one-half (1/2) of the escrow fee, and (iii) the cost to remove any monetary encumbrances from the Title Policy (not caused by Buyer) and associated recording costs. (iv) the cost of all transfer taxes owed to any state, county or city taxing authority or instrumentality (v) the cost of any associated water transfer fees which shall be limited to a total cost of \$1500 with any excess costs being a cost to the buyer. Buyer shall be charged the following amounts at Closing: (i) one-half (1/2) of the escrow fee, (ii) the cost of all recording fees owed in connection with the recordation of the Deed and any other Closing documents (other than the cost to record any satisfactions with respect to monetary encumbrances, which recording costs shall be paid by Seller), and (iii) the cost for an updated ALTA Survey if applicable. Seller and Buyer shall each be responsible for the legal fees and expenses incurred by their respective counsel. The provisions of this Section 7(c) shall survive the termination of this Agreement and the Closing.

(d) Closing Documents.

(i) Seller's Closing Documents. As part of the Closing, Seller will deliver to the Escrow Agent:

(a) a duly executed Special Warranty Deed conveying fee simple title (the "**Deed**") in substantially the form attached as Exhibit D; If Buyer is to receive any rights to water including, but not limited to, subsurface water interests, Well Rights, Water Stock Certificates, ditch rights or Water and Sewer Taps, Seller agrees to convey such rights to Buyer by executing an additional form of special warranty deed at Closing.

(b) two (2) duly executed counterparts of a Bill of Sale and General Assignment and Assumption in substantially the form attached as Exhibit E ("**Bill of Sale and Assignment**"); agreement if applicable

(c) such evidence as the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Seller;

(d) an affidavit duly executed by Seller and in customary form that Seller is not a foreign person within the meaning of Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act;

(e) a title insurance affidavit as is customarily required by the Title Company, duly executed by Seller, in the form and content satisfactory to Seller and the Title Company and sufficient to allow the Title Company to remove the standard exceptions from the Title Commitment;

(f) an executed settlement statement setting forth the amounts paid by or on behalf of or credited to Buyer and Seller;

(g) a valid and effective pay-off statement for any and all mortgages and other similar liens on the Property; and

(h) such other documents, instruments or writings reasonably required to consummate the transactions contemplated herein.

At the Closing, Seller also shall deliver to Buyer: (A) originals, or copies if originals are not available, of the Approved Contracts assumed by Buyer at Closing and all licenses and permits, if any, in Seller's possession, together with property files and records which are in Seller's possession (provided that Seller may retain copies of any such files and documents as it deems necessary); and (B) possession and occupancy of the Property subject to the Permitted Exceptions.

(ii) Buyer's Closing Documents. As part of the Closing, Buyer will deliver the following to the Escrow Agent:

(a) good federal funds in an amount equal to the Purchase Price, less the Escrow Deposit (which shall be delivered by Escrow Agent to Seller at Closing) and plus or minus prorations and adjustments as provided for herein;

(b) two (2) duly executed counterparts of the Bill of Sale and Assignment;

(c) two (2) duly executed counterparts of the non-compete agreement;

(d) such evidence as the Seller or the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Buyer;

(e) an executed settlement statement setting forth the amount paid by or on behalf of or credited to Buyer and Seller; and

(f) all other documents, instruments or writings which may be reasonably required to consummate the transactions contemplated herein.

9. Escrow Agent. This paragraph sets forth all of the responsibilities of the Escrow Agent pursuant to this Agreement, and the parties agree that such duties are ministerial in nature. However, Escrow Agent's signature hereon shall not be a prerequisite to the binding nature of this Agreement on Buyer and Seller. Escrow Agent is expressly authorized to rely upon a notice delivered to it by Buyer and Seller without any duty to investigate the sufficiency, manner of execution, or validity of any such notice. Escrow Agent shall not be required to determine whether or not the terms and conditions of this Agreement have been complied with by the parties. Escrow Agent shall not at any time be held liable for actions taken or omitted to be taken in good faith and without gross negligence. Escrow Agent is hereby relieved of all liability under this Agreement except for fraud, gross negligence, or willful misconduct. The parties agree to save and hold Escrow Agent harmless from any loss and from any claims or demands arising out of its actions hereunder and hereby agree to indemnify Escrow Agent from any claims or demands for losses arising out of its activities hereunder, including without limitation, court costs, reasonable attorney's fees, and expenses. The Escrow Agent may be removed at any time by an instrument or concurrent instruments in writing delivered to the Escrow Agent signed by Buyer and Seller.

10. **Casualty and Condemnation.** Seller agrees to keep its customary property and casualty insurance covering the Property in effect until the Closing and shall promptly notify Buyer of any casualty or condemnation action or proceeding. If between the Effective Date and the Closing the Improvements on the Property are destroyed or damaged, in whole or in part, or if condemnation proceedings are commenced against all or a portion of the Property, Buyer may (i) terminate this Agreement or (ii) elect to accept the Property in its then condition, in which event Seller will assign to Buyer at Closing all proceeds of insurance and/or condemnation awards payable to Seller by reason of such damage or condemnation. Unless Buyer has terminated this Agreement, Seller shall not settle insurance claims or condemnation awards prior to Closing without Buyer's express written consent, which shall not be unreasonably withheld, denied, conditioned or delayed.

11. **Miscellaneous.**

(a) **Notices.** All notices required or permitted hereunder must be in writing and shall be served on the parties at the following address:

As to Buyer: Trig Point Capital
PO Box 103431, Denver CO 80210
Attn: Blane Harvey
Phone: (303)667_-1074____
Email: blane.harvey@gmail.com

As to Seller: Pk Chavez LLC
1635 Foxtrail Dr. Loveland, CO 80538
Attn: _____
Phone: (____)_____
Email: _____

Pk Mead LLC
1521 Diamond Wall Drive Berthoud, CO 80513
Attn: _____
Phone: (____)_____
Email: _____

With a copy to: Blane Harvey
2650 S Vine Street
Denver, CO 80210
Phone: (303) 667 1074
Email: blane.harvey@gmail.com

As to Escrow Agent: Land Title Guarantee Co.
3033 East First Avenue,
Suite 600
Denver, CO 80206
Attn: Kelley Hanlon
Phone: 303.331.6271 x6271
Email: khanlon@ltgc.com

Any such notices may be sent by: (a) certified mail, return receipt requested, in which case notice will be deemed delivered three (3) business days after deposit, postage prepaid in the U.S. mail; or (b) a nationally recognized overnight courier, in which case notice will be deemed delivered on the date deposited with such overnight courier; or (c) email transmission, in which case notice will be deemed delivered upon electronic verification that transmission to recipient was completed; or (d) personal delivery. Rejection or refusal to accept or the inability to deliver because of change of address of which no notice was given shall be deemed to be received as of the date such notice was deposited in the mail, delivered to the courier or sent via electronic form. All notices must be sent to each party in the same manner and at the same time. The above addresses may be changed by notice to the other party; provided that no notice of a change of address will be effective until actual receipt of such notice. Notice to an attorney for a party shall be deemed sufficient and proper notice to the party represented by such attorney.

(b) Parties Bound; Governing Law. This Agreement is binding upon and shall inure to the benefit of the respective legal representatives, successors, assigns, heirs, and devisees of the parties. This Agreement shall be governed by and interpreted in accordance with the substantive, internal laws of the state where the Property is located without giving effect to conflict of laws principles thereof, and shall not be construed strictly against the drafter thereof.

(c) Assignment. Prior to Closing, Buyer shall have the right to assign this Agreement to an entity controlled by, controlling or under common control with Buyer, provided that Buyer delivers to Seller no later than two (2) days prior to the Closing Date a written assignment and assumption agreement under which the assignee assumes all of Buyer's obligations under this Agreement.

(d) Remedies for Non-Performance; Attorneys' Fees.

(i) In the event any of the following occur which has not been cured within ten (10) days after Buyer's written notice thereof to Seller: (A) the transaction herein provided shall not Close by reason of a default by Seller under this Agreement (but only to the extent such breach or default is not due to a default or breach by Buyer), or (B) a default by Seller, in a material respect, of any of Seller's covenants or obligations under this Agreement, then Buyer may as Buyer's sole and exclusive remedies elect one of the following: (i) complete the Closing hereunder, thereby waiving such default and any right to terminate this Agreement, OR (ii) seek specific performance and an award for reasonable attorney's fees actually incurred and costs related to the same

(ii) If Buyer shall breach any of the material terms or provisions of this Agreement or otherwise default prior to the Closing (but only to the extent such breach or default is not due to a default or breach by Seller), and shall fail to cure such breach or default within ten (10) days following written notice thereof given by Seller to Buyer, Seller's sole remedy shall be to terminate this Agreement and to be paid the Escrow Deposit as liquidated damages. Upon default of Buyer and expiration of the applicable grace period (if any), and upon receipt of a written notice from Seller that Buyer is in breach of one or more of its obligations under this Agreement and, as a consequence thereof, Seller has elected to terminate this Agreement, Escrow Agent immediately shall disburse to Seller the Escrow Deposit. Upon termination of this Agreement by Seller and payment to Seller of the sum of liquidated damages, neither party shall have any further obligation or liability hereunder, except indemnity obligations contained herein.

IN CONNECTION WITH THE FOREGOING, THE PARTIES RECOGNIZE AND AGREE THAT IT WOULD BE EXTREMELY DIFFICULT AND IMPRACTICABLE TO ASCERTAIN THE EXTENT OF DETRIMENT TO SELLER OR TO REMEDIATE ACTUAL DAMAGES TO SELLER CAUSED BY THE BREACH BY BUYER UNDER THIS AGREEMENT AND THE FAILURE OF THE CONSUMMATION OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT OR THE AMOUNT OF COMPENSATION SELLER SHOULD RECEIVE AS A RESULT OF BUYER'S BREACH OR DEFAULT. IN THE EVENT THIS AGREEMENT IS NOT TERMINATED ON OR BEFORE THE EXPIRATION OF THE EXAMINATION PERIOD AND THE SALE CONTEMPLATED HEREBY SHALL NOT BE CONSUMMATED ON ACCOUNT OF BUYER'S DEFAULT (ALL CONDITIONS OF CLOSING HAVING BEEN SATISFIED OR WAIVED IN WRITING BY BUYER), THE PARTIES AGREE THAT THE ESCROW DEPOSIT IS THE PARTIES' REASONABLE ESTIMATE OF SELLER'S DAMAGES RESULTING FROM SUCH DEFAULT BY BUYER. SELLER AND BUYER AGREE THAT THIS SECTION IS INTENDED AND DOES LIQUIDATE THE AMOUNT OF DAMAGES DUE SELLER, AND SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY IN LAW OR AT EQUITY UNDER THIS AGREEMENT BY REASON OF SUCH DEFAULT, SUBJECT TO THE PROVISIONS OF THIS AGREEMENT THAT EXPRESSLY SURVIVE A TERMINATION OF THIS AGREEMENT AND THE PARTIES SHALL TAKE SUCH ACTION AS MAY BE REQUIRED TO CAUSE THE ESCROW DEPOSIT TO BE DELIVERED TO SELLER.

RL RL
Seller's Initials

BH
Buyer's Initials

The obligations of the parties contained herein are intended to be binding only on the rights of the parties in the Property and resort shall not be had to the private properties of any of the managers or members of such party and any manager or member of such party shall have no personal liability pursuant to this Agreement or any document executed in connection with the transactions contemplated by this Agreement. Notwithstanding any limitation on remedies or amounts recoverable set forth elsewhere herein, if any action is brought by either party against the other party, the prevailing party will be entitled to recover court costs incurred and reasonable attorneys' fees at trial, upon appeal and on any petition for review.

(e) Calculation of Time Periods. Time is of the essence in the performance of each of the parties' respective obligations contained herein. Unless the context otherwise requires, all periods terminating on a given day, period of days, or date shall terminate at 11:59 p.m. (Mountain Time) on such date or dates and references to "days" shall refer to calendar days except if such references are to "business days" which shall refer to days which are not a Saturday, Sunday or legal holiday. Notwithstanding the foregoing, if any period terminates on a Saturday, Sunday or legal holiday, under the laws of the State of Colorado, the termination of such period shall be on the next succeeding business day. The time in which any act provided under this Agreement is to be done, shall be computed by excluding the first day and including the last day, unless the last day is a Saturday, Sunday or legal holiday under the laws of the State of Colorado, and then it is also so excluded.

(f) Modifications; Entire Agreement; Severability. This Agreement may only be amended by a writing signed by Buyer and Seller (and Escrow Agent but only to the extent the rights and responsibilities of Escrow Agent are affected by such amendment). This Agreement and any other document to be furnished pursuant to the provisions hereof embody the entire agreement and understanding of the parties hereto as to the subject matter contained herein. There are no restrictions,

promises, representations, warranties, covenants, or undertakings other than those expressly set forth or referred to in such documents. This Agreement and such documents supersede all prior agreements and understandings among the parties with respect to the subject matter hereof. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement.

(g) Time of the Essence. Time (including, without limitation, the date specified as the Closing Date) is of the essence of this Agreement.

(h) Facsimile, Electronic and Counterpart Signatures. Executed copies of this Agreement or any amendments hereto delivered via facsimile or other electronic means, including email, shall be binding upon the parties, and copies of signatures appearing hereon or on any amendments hereto shall be deemed to be original signatures. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(i) Tax Deferred Exchange. Each party shall cooperate with the other party in the event a party hereto elects to close the sale of the Property as part of a tax-deferred exchange under and pursuant to Section 1031 of the Internal Revenue Code, as amended and restated; provided, that, such exchange shall not impose upon the non-exchanging party any additional liability or financial obligation related to or arising from the exchanging party's exchange and the exchanging party shall hold the non-exchanging party harmless from any liability arising from such exchange, and (ii) the consummation of a tax-deferred exchange shall not be a condition precedent to the exchanging party's obligations hereunder.

(j) Confidentiality. Seller and Purchaser hereby covenant and agree that, at all times after the date hereof and prior to the Closing, unless consented to in writing by the other Party, no press release or other public disclosure concerning this transaction shall be made, and each Party agrees to use its good faith efforts to prevent disclosure of (a) the elements and existence of this transaction, or (b) any information provided by one Party to the other Party in connection with this transaction, other than (1) to agents, affiliates, employees, representatives and consultants of the Parties who are involved in the ordinary course of business with this transaction and prospective investors and lenders, all of which shall be instructed to comply with the nondisclosure provisions hereof; (2) in response to lawful process or subpoena or other valid or enforceable order of a court of competent jurisdiction; and (3) in any filings with governmental authorities required by reason of the transactions provided for herein.

(k) Brokerage Commission. Seller and Buyer respectively represent that there are no brokers or other intermediaries entitled to receive brokerage commissions or fees or other compensation out of or with respect to the sale of the Property, other than Teal Nipp of VareCo Brokerage and Blane Harvey of Your Castle Realty who are acting solely as Buyer's broker in this transaction of which will be compensated by Seller in the amount of 4% of the total purchase price to be split between both parties. Seller and Buyer shall indemnify and save and hold each other harmless from and against all claims, suits, damages and costs incurred or resulting from the claim of any person that a commission, fee or remuneration is due in connection with this transaction pursuant to a written agreement made with said claimant. The provisions of this Section 11(j) shall survive the Closing or any termination of this Agreement.

(l) Brokerage Disclosure: Blane Harvey, a Member and Manager of Trig Point Capital LLC is a licensed real-estate broker in the state of Colorado

12. AS-IS, WHERE-IS SALE. THIS TRANSACTION IS AN AS-IS, WHERE-IS SALE WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY TYPE EXCEPT AS CONTAINED IN SELLER'S DEED AND THIS AGREEMENT. SELLER EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE AND ANY OTHER REPRESENTATION OR WARRANTY OF ANY TYPE RELATIVE TO THE PROPERTY. BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO MADE OR FURNISHED BY SELLER, THE MANAGERS OF THE PROPERTY, OR ANY REAL ESTATE BROKER OR AGENT REPRESENTING OR PURPORTING TO REPRESENT SELLER, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT. BUYER ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD "AS-IS."

BUYER REPRESENTS TO SELLER THAT BUYER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS BUYER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO. OTHER THAN SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT, UPON CLOSING, BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INVESTIGATIONS, AND BUYER, UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER (AND SELLER'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH BUYER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER (AND SELLER'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY.

13. Exhibits and Schedules. The following schedules or exhibits attached hereto shall be deemed to be an integral part of this Agreement:

EXHIBIT A

LEGAL DESCRIPTION

<u>EXHIBIT B</u>	LIST OF TANGIBLE PROPERTY
<u>EXHIBIT C</u>	DUE DILIGENCE
<u>EXHIBIT D</u>	DEED
<u>EXHIBIT E</u>	BILL OF SALE AND ASSIGNMENT

[Remainder of page intentionally blank – Signatures on Next Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date, intending to be legally bound.

SELLER:

PK CHAVEZ, LLC

a Colorado limited liability company

By: Richard LiPuma 03/24/2021
Name: Richard LiPuma
Its: _____

PK MEAD, LLC

a Colorado limited liability company

By: Richard LiPuma 03/24/2021
Name: Richard LiPuma
Its: _____

BUYER:

Trig Point Capital LLC,

a Colorado limited liability company

By: Blane Harvey 03/20/2021
Name: Blane Harvey
Its: _____

[end of signatures]

EXHIBIT A

LEGAL DESCRIPTIONS OF PARCELS

PK CHAVEZ LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 8, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH P.M., FROM WHENCE THE WEST QUARTER CORNER OF SAID SECTION 8 BEARS SOUTH 88 DEGREES 30 MINUTES 24 SECONDS WEST, AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO: THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8, SOUTH 01 DEGREES 22 MINUTES 22 SECONDS EAST, A DISTANCE OF 2662.67 FEET, MORE OR LESS TO THE SOUTHEAST CORNER OF SAID SECTION; THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, SOUTH 88 DEGREES 31 MINUTES 57 SECONDS WEST, A DISTANCE OF 1105.88 FEET; THENCE ALONG THE APPROXIMATE WESTERLY BANK OF AN EXISTING DITCH, NORTH 05 DEGREES 02 MINUTES 14 SECONDS WEST, A DISTANCE OF 546.57 FEET; THENCE NORTH 32 DEGREES 07 MINUTES 39 SECONDS WEST, A DISTANCE OF 809.94 FEET; THENCE NORTH 09 DEGREES 13 MINUTES 53 SECONDS WEST, A DISTANCE OF 397.54 FEET; THENCE NORTH 21 DEGREES 51 MINUTES 59 SECONDS WEST, A DISTANCE OF 174.26 FEET; THENCE NORTH 30 DEGREES 29 MINUTES 17 SECONDS WEST, A DISTANCE OF 248.78 FEET; THENCE NORTH 22 DEGREES 27 MINUTES 28 SECONDS WEST, A DISTANCE OF 505.23 FEET; THENCE NORTH 14 DEGREES 10 MINUTES 50 SECONDS WEST, A DISTANCE OF 177.41 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER; THENCE LEAVING THE APPROXIMATE WESTERLY BANK OF SAID EXISTING DITCH AND ALONG SAID NORTH LINE, NORTH 88 DEGREES 30 MINUTES 24 SECONDS EAST, A DISTANCE OF 2012.50 FEET TO THE POINT OF BEGINNING.

AND INCLUDING

ALL OIL, GAS AND OTHER MINERALS IN, ON, UNDER AND/OR THAT MAY BE PRODUCED FROM THE PROPERTY;

PK MEAD LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER AND THE EAST ONEHALF OF THE SOUTHWEST QUARTER OF SECTION EIGHT, TOWNSHIP THREE NORTH, RANGE SIXTY-EIGHT WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SECTION EIGHT, TOWNSHIP THREE NORTH, RANGE SIXTY-EIGHT WEST OF THE SIXTH PRINCIPAL MERIDIAN, FROM WHENCE THE WEST QUARTER CORNER OF SAID SECTION EIGHT BEARS S88° 30'24"W, AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO: THENCE ALONG THE NORTH LINE OF THE SOUTH ONE-HALF OF SAID SECTION EIGHT S88°30'24"W A DISTANCE OF 3893.48 FEET MORE OR LESS TO THE NORTHEAST CORNER OF WELD COUNTY RECORDED EXEMPTION RE-2740, WELD COUNTY RECORDS; THENCE ALONG THE EAST LINE OF SAID RECORDED EXEMPTION

S00°35'55"E A DISTANCE OF 1330.66 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION EIGHT; THENCE ALONG SAID NORTH LINE, S88°31'03"W A DISTANCE OF 50.47 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION EIGHT; THENCE S01°28'58"E A DISTANCE OF 1330.49 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION EIGHT; THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION EIGHT, N88°31'43"E A DISTANCE OF 410.72 FEET; THENCE N01°27'40"W A DISTANCE OF 1449.93 FEET; THENCE N88°28'26"E A DISTANCE OF 455.35 FEET; THENCE S11°45'55"E A DISTANCE OF 183.50 FEET; THENCE S29°08'26"E A DISTANCE OF 100.15 FEET; THENCE S51°12'11"E A DISTANCE OF 175.71 FEET; THENCE S20°19'50"E A DISTANCE OF 113.78 FEET; THENCE S00°34'06"W A DISTANCE OF 64.27 FEET; THENCE N88°40'25"E A DISTANCE OF 727.82 FEET; THENCE S01°47'15"E A DISTANCE OF 315.64 FEET; THENCE S01°06'05"E A DISTANCE OF 540.10 FEET; THENCE S01°22'22"E A DISTANCE OF 38.13 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION EIGHT; THENCE ALONG SAID SOUTH LINE, N88°31'57"E A DISTANCE OF 2119.17 FEET TO THE SOUTHEAST CORNER OF SAID SECTION EIGHT; THENCE N01°22'22"W A DISTANCE OF 2662.67 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM:

ALL THAT PORTION OF LAND DESCRIBED IN BOOK 478, PAGE 184, DATED MAY 26, 1917, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION EIGHT, TOWNSHIP THREE NORTH, RANGE SIXTY-EIGHT WEST OF THE SIXTH PRINCIPAL MERIDIAN, FROM WHENCE THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION EIGHT BEARS N88°31'43"E, AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION EIGHT, N88°31'43"E A DISTANCE OF 410.72 FEET; THENCE N01°27'40"W A DISTANCE OF 1449.93 FEET; THENCE N88°28'26"E A DISTANCE OF 429.73 FEET TO THE POINT OF BEGINNING; THENCE N14°56'34"W A DISTANCE OF 105.00 FEET; THENCE N06°31'34"W A DISTANCE 100.00 FEET; THENCE N11°58'26"E A DISTANCE OF 78.00 FEET; THENCE N25°28'26"E A DISTANCE OF 107.00 FEET; THENCE S87°26'34"E A DISTANCE OF 55.00 FEET; THENCE S04°13'26"W A DISTANCE OF 370.89 FEET; THENCE S88°28'26"W A DISTANCE OF 51.41 FEET TO THE POINT OF BEGINNING; AND INCLUDING

ALL OIL, GAS AND OTHER MINERALS IN, ON, UNDER AND/OR THAT MAY BE PRODUCED FROM THE PROPERTY; and

THE FOLLOWING DESCRIBED WATER RIGHTS, DITCH COMPANY STOCK AND RESERVOIR INTERESTS: (A) TWO (2) SHARES OF THE CAPITAL STOCK OF THE HIGHLAND DITCH COMPANY AS REPRESENTED BY SHARE CERTIFICATE NUMBER 3777; (B) TEN (10) SHARES OF THE CAPITAL STOCK OF THE HIGHLAND LAKE LATERAL DITCH COMPANY AS REPRESENTED BY SHARE CERTIFICATE NUMBER 427; (C) NINE (9) SHARES OF THE CAPITAL STOCK OF THE SUPPLY IRRIGATING DITCH COMPANY AS REPRESENTED BY SHARE CERTIFICATE NUMBER 2086; AND (D) LITTLE THOMPSON WATER DISTRICT DOMESTIC WATER TAP FOR THE RESIDENCE ON THE PROPERTY HAVING AN ADDRESS OF 16129 WELD COUNTY ROAD 5.

EXHIBIT B

LIST OF TANGIBLE PROPERTY

TO BE COMPLETED BY THE END OF THE EXAMINATION PERIOD

EXHIBIT C

DUE DILIGENCE LIST

1. Copies of all "as-built" plans and any specifications, and permits for any building on site.
2. Copies of all engineering, environmental and physical inspection reports generated by third parties in Seller's possession or control regarding the Property, including soil, environmental and geotechnical reports. Also, all maintenance, repair and replacement records for the past 24 months as available
3. Detailed scope of work and or relevant information concerning all capital refurbishments/improvements to the Property
4. A detailed summary of any uncompleted building improvements and/or site improvements.
5. Copies of all warranty agreements covering all real or personal property to be conveyed.
6. A detailed list of tangible and intangible personal property to be conveyed to be inserted as exhibit B
7. Most recent Seller's issued policy of title insurance and a current title report issued by the Title Company, together with true, complete, and legible copies of all listed exceptions.
8. Copies of all restrictive covenants, reciprocal easements or other private agreements relating to the Property and all agreements with adjacent property owners.
9. Evidence of water rights associated with property to be conveyed, which may be in the form of water court decrees, deeds transferring water rights, well permits, certificates of stock in a mutual ditch company, or water allotment contracts.
10. All rental agreements, leases, service contracts, insurance policies, and other written agreements, written code violations or other notices which affect the Property.
11. Copies of all operating and management contracts, and all service and maintenance agreements, and any amendments and letter agreements relating thereto.
12. Full and complete copies of any and all zoning actions, tentative or final tract maps, condominium plans, or any other governmental actions or requirements which affect the Property or its operation.
13. Any and all additional items that are material to Buyer's purchase of the Property.

EXHIBIT D

FORM OF SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this _____ day of _____, 2020, between _____, LLC, a Colorado limited liability company, whose address is _____ (the "Grantor"), and TRIG POINT CAPITAL LLC, a Colorado limited liability company, whose address is P.O. Box 103431, Denver CO 80210 (the "Grantee").

WITNESSETH, that Grantor for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee, its successors and assigns forever, the real property, together with the existing permanent improvements, structures and fixtures placed, constructed, installed or located on the real property and other appurtenances located upon, over or under the real property situated in the County of Weld, State of Colorado, and more particularly described on Exhibit A attached hereto and incorporated herein by reference (collectively, the "Property").

TOGETHER with all right, title and interest of the Grantor, if any, in all reversions, remainders, easements, rights-of-way, appurtenances, and hereditaments appertaining to or otherwise benefiting or used in connection with said Property;

TO HAVE AND TO HOLD the said Property with the appurtenances described above, subject only to the matters set forth in Exhibit B attached hereto and incorporated herein by reference (the "Permitted Exceptions").

AND Grantor, for itself, its successors and assigns does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of Grantee and its heirs, successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under Grantor only, subject to the Permitted Exceptions.

[Remainder of page intentionally left blank; signature page follows.]

Grantor

_____ LLC, a Colorado limited
liability company

By: _____

Name: _____

Its: _____

State of Colorado)
) ss
County _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2020, by _____
_____ as _____ of Regan & Libby, LLC, a Colorado limited liability company.

Witness my hand and official seal.

Notary Public

My commission expires:

Exhibit A
To
Special Warranty Deed

Exhibit B
To
Special Warranty Deed

EXHIBIT E

FORM OF BILL OF SALE AND GENERAL ASSIGNMENT AND ASSUMPTION

BILL OF SALE AND GENERAL ASSIGNMENT AND ASSUMPTION

THIS BILL OF SALE AND GENERAL ASSIGNMENT AND ASSUMPTION (this "Assignment") is made and entered into as of the _____ day of _____, 2020, by _____ LLC, a Colorado limited liability company (the "**Seller**"), and TRIG POINT CAPITAL LLC, a Colorado limited liability company ("**Buyer**").

WHEREAS, Seller and Buyer entered into that certain Purchase and Sale Agreement dated as of _____, 2020 ("**Contract**") with respect to the sale of certain Land described therein and the Improvements located thereon. (Any term with its initial letter capitalized and not otherwise defined herein shall have the meaning set forth in the Contract.)

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby sell, transfer, assign and convey to Buyer, all of Seller's right, title and interest in and to the Tangible Personal Property and Intangible Property, described in **Schedule A** attached hereto, and the Approved Contracts described in **Schedule B** attached hereto.

Buyer hereby accepts the foregoing assignment and agrees to assume and discharge, in accordance with the terms thereof, all of the obligations of Seller under the Approved Contracts to the extent the same arise on or after the date hereof.

This Assignment shall be binding upon and inure to the benefit of the successors and permitted assigns of Assignee and Assignor.

This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of Colorado.

This Assignment shall in no event enlarge, reduce or otherwise affect the rights or obligations of the parties as set forth in the Contract.

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

[Signatures On Next Page]

[Signature Page To Bill of Sale and General Assignment and Assumption Agreement]

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first set forth hereinabove.

SELLER:

_____, LLC,
a Colorado limited liability company

By: _____
Name: _____
Title: _____

BUYER:

TRIG POINT CAPITAL LLC,
a Colorado limited liability company

By: _____
Name: _____
Title: _____

Schedules:

- | | | |
|---|---|---------------------------|
| A | - | List of Tangible Property |
| B | - | List of Service Contracts |

Schedule A
To
Bill of Sale and General Assignment and Assumption

Schedule B
To
Bill of Sale and General Assignment and Assumption

**SUGAR BEET SOLAR, LLC
ALTA PLAT
PORTIONS OF SECTION 8, T3N, R68W, 6th P.M.
WELD COUNTY, COLORADO**

DATE: _____

DESCRIPTION:

[illegible]

UTILITY NOTES:

THE LOCATION OF UTILITIES SHOWN HEREON ARE APPROXIMATE BASED ON BEST INFORMATION AVAILABLE AND FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES. UNDERGROUND UTILITIES SHOWN ARE BASED ON MARKINGS/DRAWINGS FROM 811 UTILITY TICKET B206900458-00B



CALL 811

UNDERGROUND UTILITIES LOCATION CENTER

WITH THE FOLLOWING:

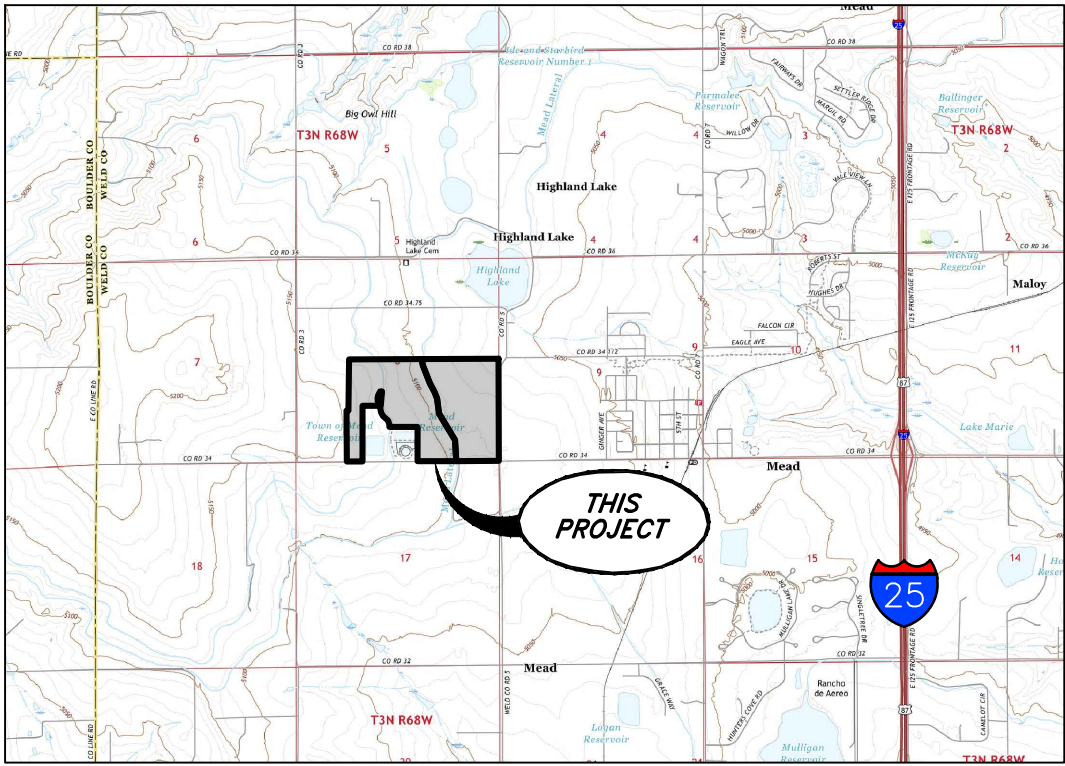
COUNTY WELD CITY MEAD
STREET ADDRESS 16129 COUNTY ROAD 5
SEC. & 1/4 SEC. NO. SECTION 8
TOWNSHIP & RANGE T3N, R68W, 6th P.M.

FLOOD NOTE:

FLOOD NOTE: ACCORDING TO FLOOD INSURANCE RATE MAP, COMMUNITY NUMBER 08123C1860E, REVISED ON JANUARY 20, 2016, THIS PROJECT IS NOT WITHIN A FLOOD HAZARD ZONE.

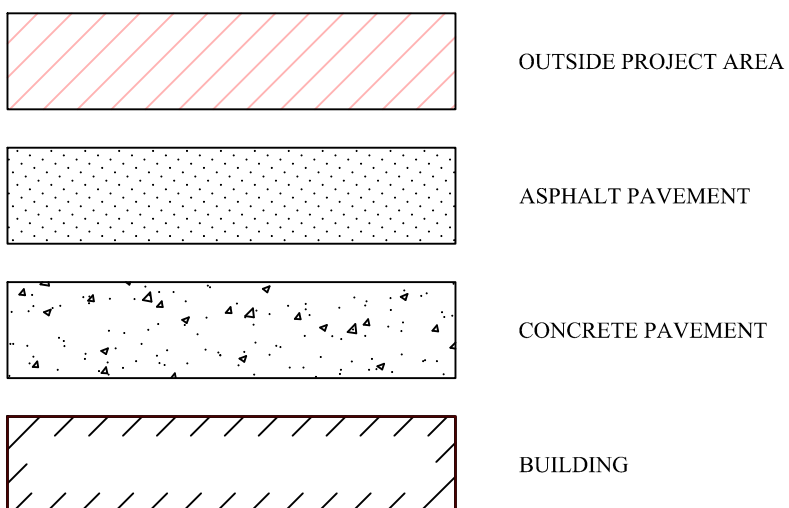
VICINITY MAP:

1" = 5000'



LEGEND:

- PLSS SECTION CORNER FOUND
- PLSS 1/4 AND 1/16 SECTION CORNER FOUND
- MONUMENT FOUND
- MONUMENT SET - 2 1/2" ALUM. CAP, UELS, 2022
- DIMENSION CORNER (NOT SET)
- ANCHOR
- GAS METER
- POWER MANHOLE
- POWER METER
- POWER POLE
- POWER POLE WITH DROP SERVICE
- SIGN
- TELEPHONE PEDESTAL
- WATER MANHOLE
- WATER METER
- WATER VALVE
- BOUNDARY LINE
- SECTION LINE
- 1/4 SECTION LINE
- 1/16 SECTION LINE
- PROPERTY LINE
- EASEMENT
- EDGE OF ROAD
- FENCE
- FIBER OPTICS LINE
- GUARD RAIL
- MAJOR CONTOUR LINE
- MINOR CONTOUR LINE
- OVERHEAD POWER
- OVERHEAD POWER & CABLE
- PIPELINE
- TOWN OF MEAD BOUNDARY
- UNDERGROUND POWER
- UNDERGROUND CABLE
- WATER LINE



GENERAL NOTES:

- 1) THE APPROXIMATE TOTAL LAND AREA OF THE PARCELS OF LAND COMPRISING THE PROJECT, AS SHOWN ON THIS SURVEY, IS 202.794 ACRES, MORE OR LESS.
- 2) VERTICAL RELIEF (GROUND SURVEY OR AERIAL MAP) AS SHOWN AT A 1FT INTERVAL AND IS BASED ON A VERTICAL DATUM OF NAVD88.
- 3) NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS WERE OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
- 4) SUBJECT PROPERTY HAS PUBLIC ACCESS VIA THE PUBLIC ROADS SHOWN ON THIS SURVEY AND LISTED AS FOLLOWS: WELD COUNTY ROADS 5 AND 34.
- 5) THERE WAS NO VISIBLE EVIDENCE THE SUBJECT PROPERTY WAS USED AS A SOLID WASTE DUMP, SUMP, SANITARY LANDFILL OR CEMETERY.
- 6) ALL FILED MEASUREMENTS MATCH RECORD DIMENSIONS WITHIN THE PRECISION REQUIREMENTS OF THE ALTA/NSPS SPECIFICATIONS UNLESS OTHERWISE SHOWN.
- 7) EXISTING OBSERVABLE IMPROVEMENTS AFFECTING THE PROPERTY ARE AS SHOWN.
- 8) INTERIOR BOUNDARY LINES ARE CONTIGUOUS AS SHOWN. THERE ARE NO OVERLAPS OR GAPS.
- 9) THIS SURVEY MAP CORRECTLY REPRESENTS THE FACTS FOUND ON THE GROUND AT THE TIME OF THE SURVEY.
- 10) TITLE EXCEPTIONS SHOWN IN BLUE.

INDEX:

COVER SHEET SHEET 1
PARCELS A & B SHEET 2
DETAILS "A" & "B" SHEET 3
LEGAL DESCRIPTIONS SHEET 4
EXCEPTIONS TO TITLE SHEET 5

ALTA/NSPS LAND TITLE SURVEY

FOR
SUGAR BEET SOLAR, LLC

LANDOWNERS
PARCEL A: PK CHAVEZ, LLC
PARCEL B: PK MEAD, LLC

THE LAND DESCRIBED IN TITLE ORDER NUMBER ABC25195960, EFFECTIVE DATE OF FEBRUARY 08, 2022 and PREPARED BY LAND TITLE GUARANTEE COMPANY IS THE SAME LAND AS DESCRIBED IN THIS ALTA SURVEY AS CERTIFIED ON 03-28-2022

SURVEY CERTIFICATION

ATTACHED TO AND A PART OF SURVEY PREPARED BY:
UINTAH ENGINEERING & LAND SURVEYING
DATED: 03-28-2022 AS PROJECT NO. ENY01-22-0001

THIS IS TO CERTIFY TO SUGAR BEET SOLAR, LLC AND LAND TITLE GUARANTEE COMPANY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 3, 4, 7(A), 8, 11(B), 13, 16, 18 & 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 03-16-2022



SUGAR BEET SOLAR, LLC

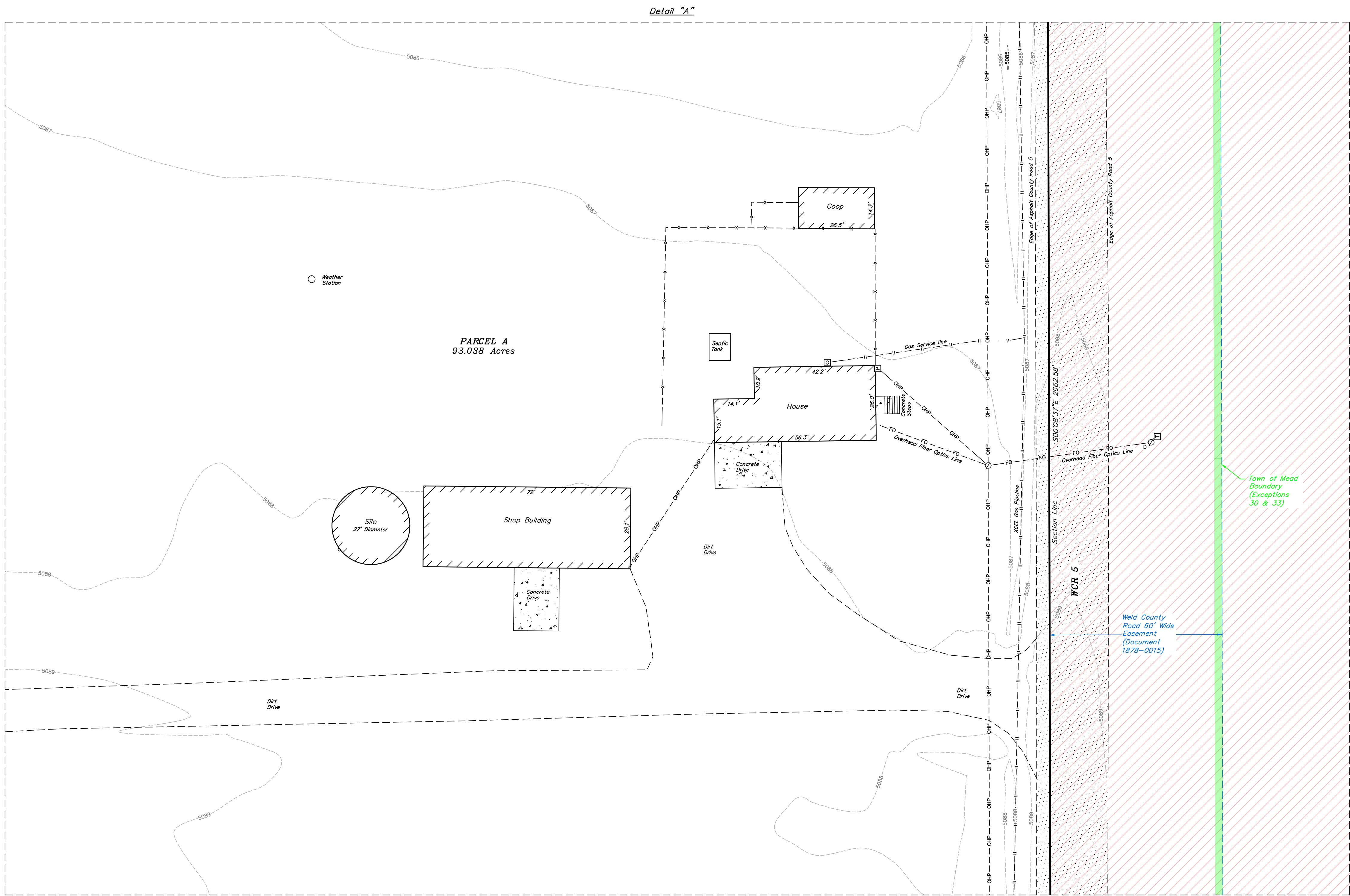
PORTIONS OF SECTION 8, T3N, R68W, 6th P.M.,
WELD COUNTY, COLORADO

SURVEYED BY:	DRAWN BY:	PROJECT:	FILE:	SCALE:	SHEET:
O.R. 03-16-2022	P.B. 03-28-2022	ENY01-22-0001	E-10005	1" = 400'	1 OF 5



UELS, LLC
Corporate Office * 85 South 200 East
Vernal, UT 84078 * (435) 789-1017

ALTA/NSPS LAND TITLE SURVEY



TITLE LEGAL DESCRIPTIONS:

PARCEL A:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 8, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, FROM WHENCE THE WEST QUARTER CORNER OF SAID SECTION 8 BEARS SOUTH 88°30'24" WEST, AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8, SOUTH 01°22'22" EAST, A DISTANCE OF 2662.67 FEET, MORE OR LESS TO THE SOUTHEAST CORNER OF SAID SECTION; THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, SOUTH 88°31'57" WEST, A DISTANCE OF 1105.88 FEET;

THENCE ALONG THE APPROXIMATE WESTERLY BANK OF AN EXISTING DITCH, NORTH 05°02'14" WEST, A DISTANCE OF 546.57 FEET;

THENCE NORTH 32°07'39" WEST, A DISTANCE OF 809.94 FEET; THENCE NORTH 09°13'53" WEST, A DISTANCE OF 397.54 FEET; THENCE NORTH 21°51'59" WEST, A DISTANCE OF 174.26 FEET; THENCE NORTH 30°29'17" WEST, A DISTANCE OF 248.78 FEET; THENCE NORTH 22°27'28" WEST, A DISTANCE OF 505.23 FEET;

THENCE NORTH 14°10'50" WEST, A DISTANCE OF 177.41 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER;

THENCE LEAVING THE APPROXIMATE WESTERLY BANK OF SAID EXISTING DITCH AND ALONG SAID NORTH LINE, NORTH 88°30'24" EAST, A DISTANCE OF 2012.50 FEET TO THE POINT OF BEGINNING, COUNTY OF WELD, STATE OF COLORADO.

PARCEL B:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER AND THE EAST ONE HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 8, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, FROM WHENCE THE WEST QUARTER CORNER OF SAID SECTION 8 BEARS SOUTH 88°30'24" WEST, AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO; THENCE ALONG THE NORTH LINE OF THE SOUTH ONE-HALF OF SAID SECTION 8, SOUTH 88°30'24" WEST, A DISTANCE OF 3893.48 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF WELD COUNTY RECORDED EXEMPTION RE-2740, WELD COUNTY RECORDS; THENCE ALONG THE EAST LINE OF SAID RECORDED EXEMPTION SOUTH 00°35'55" EAST, A DISTANCE OF 1330.66 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8; THENCE ALONG SAID NORTH LINE, SOUTH 88°31'03" WEST, A DISTANCE OF 50.47 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8; THENCE SOUTH 01°28'58" EAST, A DISTANCE OF 1330.49 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8;

THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8, NORTH 88°31'43" EAST, A DISTANCE OF 410.72 FEET; THENCE NORTH 01°27'40" WEST, A DISTANCE OF 1449.93 FEET; THENCE NORTH 88°28'26" EAST, A DISTANCE OF 455.35 FEET; THENCE SOUTH 11°45'55" EAST, A DISTANCE OF 183.50 FEET; THENCE SOUTH 29°08'26" EAST, A DISTANCE OF 100.15 FEET; THENCE SOUTH 51°12'11" EAST, A DISTANCE OF 175.71 FEET; THENCE SOUTH 20°19'50" EAST, A DISTANCE OF 113.78 FEET; THENCE SOUTH 00°34'06" WEST, A DISTANCE OF 64.27 FEET; THENCE NORTH 88°40'23" EAST, A DISTANCE OF 727.82 FEET; THENCE SOUTH 01°47'15" EAST, A DISTANCE OF 315.64 FEET; THENCE SOUTH 01°06'05" EAST, A DISTANCE OF 540.10 FEET;

THENCE SOUTH 01°22'22" EAST, A DISTANCE OF 38.13 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8;

THENCE ALONG SAID SOUTH LINE, NORTH 88°31'57" EAST, A DISTANCE OF 2119.17 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE NORTH 01°22'22" WEST, A DISTANCE OF 2662.67 FEET TO THE POINT OF BEGINNING, COUNTY OF WELD, STATE OF COLORADO.

EXCEPTING THEREFROM:

THAT PORTION OF LAND DESCRIBED IN DEED RECORDED MAY 26, 1917 IN BOOK 478, PAGE 184, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, FROM WHENCE THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8 BEARS NORTH 88°31'43" EAST, AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8, NORTH 88°31'43" EAST, A DISTANCE OF 410.72 FEET;

THENCE NORTH 01°27'40" WEST, A DISTANCE OF 1449.93 FEET;

THENCE NORTH 88°28'26" EAST, A DISTANCE OF 429.73 FEET TO THE POINT OF BEGINNING; THENCE NORTH 14°56'34" WEST, A DISTANCE OF 105.00 FEET;

THENCE NORTH 06°31'34" WEST, A DISTANCE 100.00 FEET; THENCE NORTH 11°58'26" EAST, A DISTANCE OF 78.00 FEET; THENCE NORTH 25°28'26" EAST, A DISTANCE OF 107.00 FEET; THENCE SOUTH 87°26'34" EAST, A DISTANCE OF 55.00 FEET; THENCE SOUTH 04°13'26" WEST, A DISTANCE OF 370.89 FEET;

THENCE SOUTH 88°28'26" WEST, A DISTANCE OF 51.41 FEET TO THE POINT OF BEGINNING, COUNTY OF WELD, STATE OF COLORADO.

AND EXCEPTING THEREFROM THAT PART DESCRIBED IN DEED RECORDED JULY 23, 2004 UNDER RECEPTION NO. 3201583.

PARCELS C AND D:

NOT WITHIN SUBJECT PROPERTY

LEGAL DESCRIPTIONS:

(This Survey)

PARCEL A:

REAL PROPERTY DESCRIBED AS A PORTION OF THE SE1/4 OF SECTION 8, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST 1/4 CORNER OF SAID SECTION 8, FROM WHICH THE WEST 1/4 CORNER OF SAID SECTION 8 BEARS S89°44'20"W; THENCE S00°08'37"E 2662.58' ALONG THE EAST LINE OF THE SE1/4 OF SAID SECTION 8 TO THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE S89°46'02"W 1105.88' ALONG THE SOUTH LINE OF THE SE1/4 OF SAID SECTION 8; THENCE ALONG THE APPROXIMATE WESTERLY BANK OF AN EXISTING DITCH THE FOLLOWING SEVEN (7) COURSES:

- 1) N03°48'19"W 546.57';
- 2) N30°53'34"W 809.94';
- 3) N07°59'58"W 397.54';
- 4) N20°38'04"W 174.26';
- 5) N29°15'22"W 248.78';
- 6) N21°13'33"W 505.23';
- 7) N12°56'55"W 177.27' TO A POINT ON THE NORTH LINE OF THE SE1/4 OF SAID SECTION 8;

THENCE N89°44'20"E 2012.32' ALONG THE NORTH LINE OF THE SE1/4 OF SAID SECTION 8 TO THE **TRUE POINT OF BEGINNING**;

CONTAINS 93.038 ACRES MORE OR LESS.

PARCEL B:

REAL PROPERTY DESCRIBED AS A PORTION OF THE SOUTH 1/2 OF SECTION 8, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 8, FROM WHICH THE WEST 1/4 CORNER OF SAID SECTION 8 BEARS S89°44'20"W; THENCE S89°44'20"W 2012.32' ALONG THE NORTH LINE OF THE SOUTH 1/2 OF SAID SECTION 8 TO THE **TRUE POINT OF BEGINNING**;

THENCE ALONG THE APPROXIMATE WESTERLY BANK OF AN EXISTING DITCH THE FOLLOWING SEVEN (7) COURSES:

- 1) S12°56'55"E 177.27';
- 2) S21°13'33"E 505.23';
- 3) S29°15'22"E 248.78';
- 4) S20°38'04"E 174.26';
- 5) S07°59'58"E 397.54';
- 6) S30°53'34"E 809.94';
- 7) S03°48'19"E 546.57' TO A POINT ON THE SOUTH LINE OF THE SE1/4 SE1/4 OF SAID SECTION 8;

THENCE S89°46'02"W 1013.24'; THENCE N00°08'26"W 38.05'; THENCE N00°07'51"E 540.10'; THENCE N00°33'19"W 315.64'; THENCE S89°54'21"W 727.82'; THENCE N01°48'02"E 64.27'; THENCE N19°05'54"W 113.78'; THENCE N49°58'15"W 175.71'; THENCE N27°54'30"W 100.15'; THENCE N10°31'59"W 183.50'; THENCE N89°42'22"E 25.79'; THENCE N05°27'22"E 370.89'; THENCE N86°12'38"W 55.00'; THENCE S26°42'22"W 107.00'; THENCE S13°12'22"W 78.00'; THENCE S05°17'38"E 100.00'; THENCE S13°42'38"E 105.00'; THENCE S89°42'22"W 429.73'; THENCE S00°13'44"E 1449.90' TO A POINT ON THE SOUTH LINE OF THE SE1/4 SW1/4 OF SAID SECTION 8; THENCE S89°45'26"W 410.72' ALONG THE SOUTH LINE OF THE SE1/4 SW1/4 OF SAID SECTION 8 TO THE W1/4 CORNER OF SECTION 8 1/7; THENCE N00°15'06"W 1330.46' ALONG THE WEST LINE OF THE SE1/4 SW1/4 OF SAID SECTION 8 TO THE SW1/16 CORNER OF SAID SECTION 8; THENCE N89°44'58"E 50.49' ALONG THE NORTH LINE OF THE SE1/4 SW1/4 OF SAID SECTION 8; THENCE N00°37'57"E 1330.56' TO A POINT ON THE NORTH LINE OF THE NE1/4 SW1/4 OF SAID SECTION 8; THENCE N89°44'20"E 1880.99' ALONG THE NORTH LINE OF THE SOUTH 1/2 OF SAID SECTION 8 TO THE **TRUE POINT OF BEGINNING**;

CONTAINS 109.756 ACRES MORE OR LESS.

SUGAR BEET SOLAR, LLC

PORTIONS OF SECTION 8, T3N, R68W, 6th P.M., WELD COUNTY, COLORADO					
SURVEYED BY:	DRAWN BY:	PROJECT:	FILE:	SCALE:	SHEET:
O.R. 03-16-2022	P.B. 03-28-2022	ENY01-22-0001	E-10005	N/A	4 OF 5



UELS, LLC
Corporate Office * 85 South 200 East
Vernal, UT 84078 * (435) 789-1017

ALTA/NSPS LAND TITLE SURVEY

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SCHEDULE B EXCEPTION NOTES:
(SURVEYORS COMMENTS IN RED)

ALL TITLE WORK WAS PROVIDED BY LAND TITLE GUARANTEE COMPANY, TITLE ORDER NUMBER 25195960, DATED FEBRUARY 16, 2022.
EXCEPTIONS FROM COVERAGE (SCHEDULE B):

- ANY FACTS, RIGHTS, INTERESTS, OR CLAIMS THEREOF, NOT SHOWN BY THE PUBLIC RECORDS BUT THAT COULD BE ASCERTAINED BY AN INSPECTION OF THE LAND OR THAT MAY BE ASSERTED BY PERSONS IN POSSESSION OF THE LAND. **NOT PLOTTABLE.**
- EASEMENTS, LIENS OR ENCUMBRANCES, OR CLAIMS THEREOF, NOT SHOWN BY THE PUBLIC RECORDS. **NOT PLOTTABLE.**
- ANY ENCOACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND AND NOT SHOWN BY THE PUBLIC RECORDS. **NONE NOTED**
- ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS. **NOT PLOTTABLE.**
- DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE OF THE PROPOSED INSURED ACQUIRES OF RECORD FOR VALUE THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT. **NOT PLOTTABLE.**
- (a) TAXES OR ASSESSMENTS THAT ARE NOT SHOWN AS EXISTING LIENS BY THE RECORDS OF ANY TAXING AUTHORITY THAT LEVIES TAXES OR ASSESSMENTS ON REAL PROPERTY OR BY THE PUBLIC RECORDS; (b) PROCEEDINGS BY A PUBLIC AGENCY THAT MAY RESULT IN TAXES OR ASSESSMENTS, OR NOTICES OF SUCH PROCEEDINGS, WHETHER OR NOT SHOWN BY THE RECORDS OF SUCH AGENCY OR BY THE PUBLIC RECORDS. **NOT PLOTTABLE.**
- (a) UNPATENTED MINING CLAIMS; (b) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; (c) WATER RIGHTS, CLAIMS OR TITLE TO WATER. **NOT PLOTTABLE.**
- EXISTING LEASES AND TENANCIES, IF ANY. **NOT PLOTTABLE.**
- ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS, BUT WHICH COULD BE ASCERTAINED BY MAKING INQUIRY OF THE LESSORS IN THE LEASE OR LEASES DESCRIBED OR REFERRED TO IN SCHEDULE A. **NOT PLOTTABLE.**
- THE EFFECT OF ANY FAILURE TO COMPLY WITH THE TERMS, COVENANTS AND CONDITIONS OF LEASE OR LEASES DESCRIBED OR REFERRED TO IN SCHEDULE A. **NOT PLOTTABLE.**
- RIGHT OF WAY FOR COUNTY ROADS 30 FEET ON EITHER SIDE OF SECTION AND TOWNSHIP LINES, AS ESTABLISHED BY THE BOARD OF COUNTY COMMISSIONERS FOR WELD COUNTY, RECORDED OCTOBER 14, 1889 IN BOOK 86 AT PAGE 273. **AS SHOWN.**
- RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED DECEMBER 18, 1888, IN BOOK 34 AT PAGE 324. (AFFECTS SE1/4 SECTION S1) MINERAL RIGHTS NOT PLOTTABLE.
- RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT OF RECORDED OCTOBER 30, 1889 IN BOOK 57 AT PAGE 88. (AFFECTS E1/2 OF SW1/4 SECTION 8) MINERAL RIGHTS NOT PLOTTABLE.
- RIGHT OF WAY FOR THE HIGHLAND DITCH AS SET FORTH ON MAP RECORDED JANUARY 22, 1891 IN BOOK 98 AT PAGE 517. (AFFECTS PARCELS A AND B). **AFFECTS PARCEL A. DOCUMENT IS ILLEGIBLE. THE EXACT LOCATION OF RIGHT-OF-WAY COULD NOT BE DETERMINED FROM DOCUMENT.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF AGREEMENT RECORDED NOVEMBER 18, 1975 UNDER RECEPTION NO. 1674965. (AFFECTS PARCEL B). **AFFECTS PARCEL B. AGREEMENT TO QUIT CLAIM 2.83 ACRES FROM THE TOWN OF MEAD TO JAMES T. JOHNSON AND L.B. FLANDERS, AS TRUSTEES, RUTH BIXLER HICKS AND VIRGINIA BIXLER JOHNSON WAS EXECUTED BY RECEPTION NO. 1674095 AND INCORPORATED INTO CURRENT TITLE LEGAL DESCRIPTION FOR SUBJECT PARCEL B.**
- EASEMENT GRANTED TO UNION RURAL ELECTRIC ASSOCIATION, INC., FOR ABOVE GROUND OR UNDERGROUND ELECTRICAL LINES AND INCIDENTAL PURPOSES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED FEBRUARY 28, 1978, UNDER RECEPTION NO. 1745795. (AFFECTS PARCEL B). **AFFECTS PARCEL B AS SHOWN.**
- EASEMENT GRANTED TO PLATTE RIVER POWER AUTHORITY, FOR ELECTRICAL TRANSMISSION AND APPURTENANCES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED APRIL 10, 1978, UNDER RECEPTION NO. 1749918. (AFFECTS PARCELS A & B). **AFFECTS PARCELS A & B AS SHOWN.**
- OIL AND GAS LEASE BETWEEN RUTH ELIZABETH HICKS AND VIRGINIA BIXLER JOHNSON AND JAMES T. JOHNSON AND L. B. FLANDERS, TRUSTEES AND CALVIN PETROLEUM CORPORATION, RECORDED MAY 09, 1980 UNDER RECEPTION NO. 1824455 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
NOTE: RATIFICATION AND POOLING AGREEMENTS RECORDED APRIL 2, 2013 AT RECEPTION NO. 3921555.
NOTE: DECLARATION OF POOLING AND UNIT DESIGNATION RECORDED JULY 24, 2017 UNDER RECEPTION NO. 4320663. (AFFECTS SE1/4 SECTION 8). **OIL AND GAS LEASE NOT PLOTTABLE.**
- OIL AND GAS LEASE BETWEEN RUTH ELIZABETH HICKS AND VIRGINIA BIXLER JOHNSON AND JAMES T. JOHNSON AND L. B. FLANDERS, TRUSTEES AND CALVIN PETROLEUM CORPORATION, RECORDED MAY 09, 1980 UNDER RECEPTION NO. 1824455 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
NOTE: EXTENSION OF SAID LEASE RECORDED MARCH 13, 19855 UNDER RECEPTION NO. 02001776. (AFFECTS E1/2 OF SW1/4 OF SECTION 8). **OIL AND GAS LEASE NOT PLOTTABLE.**
- EASEMENT GRANTED TO PANHANDLE EASTERN PIPE LINE COMPANY, FOR PIPELINE FOR THE TRANSPORTATION OF OIL, GAS OR OTHER SUBSTANCES AND INCIDENTAL PURPOSES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JUNE 01, 1984, UNDER RECEPTION NO. 1968910. (AFFECTS PARCEL B). **AFFECTS PARCEL B AS SHOWN.**
- UNDIVIDED INTEREST IN ALL OIL, GAS AND OTHER HYDROCARBONS RESERVED BY JAMES T. JOHNSON AND L.B. FLANDERS, AS TRUSTEES, AVAILIE T. BIXLER TRUST, RUTH ELIZABETH BIXLER, ALSO KNOWN AS RUTH E. BIXLER AND AS RUTH BIXLER HICKS, AND VIRGINIA BIXLER JOHNSON, FORMERLY VIRGINIA BIXLER RECORDED AUGUST 31, 1984 AT RECEPTION NO. 1979722, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN. (AFFECTS PARCELS A & B). **MINERAL RIGHTS NOT PLOTTABLE.**
- EASEMENT GRANTED TO LITTLE THOMPSON WATER DISTRICT, FOR TRANSMISSION AND DISTRIBUTION OF WATER AND APPURTENANCES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED MARCH 25, 1996, UNDER RECEPTION NO. 2482402, AND RECORDED AUGUST 6, 2018 UNDER RECEPTION NO. 4421007. (AFFECTS PARCEL B). **AFFECTS PARCEL B AS SHOWN.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS, EASEMENTS AND OBLIGATIONS AS SET FORTH IN BOUNDARY SURVEY PLAT RECORDED JUNE 01, 2004 UNDER RECEPTION NO. 3184930 AND RECORDED MARCH 18, 2005 UNDER RECEPTION NO. 3269767. (AFFECTS PARCELS A & B). **AFFECTS PARCELS A & B AS SHOWN.**
- ANY AND ALL RIGHTS OF THE SUPPLY IRRIGATION DITCH COMPANY OR ITS SUCCESSOR RELATING TO THE SUPPLY DITCH, WHICH TRAVERSES SUBJECT PROPERTY AND HIGHLAND LAKE LATERAL DITCH COMPANY RELATING TO HIGHLAND LAKE LATERAL DITCH WHICH IS DESCRIBED AS A BOUNDARY OF SUBJECT PROPERTY INCLUDING BUT NOT LIMITED TO DITCH MAINTENANCE AND ACCESS RIGHTS TO LANDS ADJOINING THE DITCHES OR CANALS, AS SHOWN ON SURVEY RECORDED JUNE 1, 2004 UNDER RECEPTION NO. 3184930 AND RECORDED MARCH 18, 2005 UNDER RECEPTION NO. 3269767. (AFFECTS PARCELS A & B). **AFFECTS PARCEL A & B AS SHOWN.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF TRUST AGREEMENT BY AND BETWEEN ST. VRAIN PROPERTIES, INC., A COLORADO CORPORATION AND HICKS AND JOHNSON MEAD FARM, LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED JULY 15, 2004 UNDER RECEPTION NO. 3199100. (AFFECTS PARCELS A & B). **AFFECTS PARCEL A & B. NOT PLOTTABLE.**
- REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED OCTOBER 15, 2007 UNDER RECEPTION NO. 3511023. (AFFECTS PARCELS A & B). **AFFECTS THE E1/2 OF SECTION 8. AFFECTS PARCELS A & B. NOT PLOTTABLE.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN UNDERGROUND TRANSMISSION EASEMENT RECORDED MAY 23, 2008 UNDER RECEPTION NO. 3556165. (AFFECTS PARCEL B). **DOES NOT AFFECT SUBJECT PARCELS A OR B. EASEMENT IS WITHIN AND OWNED BY SUPPLY IRRIGATION DITCH COMPANY. DID NOT PLOT.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN UNDERGROUND TRANSMISSION EASEMENT RECORDED AUGUST 08, 2008 UNDER RECEPTION NO. 3571089. (AFFECTS PARCEL B). **AFFECTS PARCEL B AS SHOWN.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ANNEXATION AGREEMENT RECORDED JUNE 01, 2009 UNDER RECEPTION NO. 3626538. (AFFECTS PARCELS A & B). **AFFECTS PARCELS A & B. ANNEXATION AGREEMENT NOT PLOTTABLE.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE NO. 645 ANNEXATING A PORTION OF THE SOUTH HALF OF SECTION, ET AL. AND APPROVING LAND USE THEREOF RECORDED JUNE 01, 2009 UNDER RECEPTION NO. 3626539. (AFFECTS PARCELS A & B). **AFFECTS PARCELS A & B. ANNEXATION BOUNDARY AS SHOWN.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE NO. 646 ESTABLISHING THE LAND USE OF THE SCHELL ANNEXATION, UPON THE PETITION OF THE OWNER THEREOF TO "LOW-DENSITY SINGLE-FAMILY RESIDENTIAL AND NEIGHBORHOOD COMMERCIAL IN PERFORMANCE DISTRICT 1." RECORDED JUNE 01, 2009 UNDER RECEPTION NO. 3626540. (AFFECTS PARCELS A & B). **PARCELS A & B ARE ZONED "LOW-DENSITY SINGLE-FAMILY RESIDENTIAL AND NEIGHBORHOOD COMMERCIAL IN PERFORMANCE DISTRICT 1" PER THIS EXCEPTION.**
- THE EFFECTS OF THE CHANGE IN LAND USE MAP SCHELL PROPERTY TOWNS OF MEAD, COLORADO RECORDED JUNE 1, 2009 AT RECEPTION NO. 3626541. (AFFECTS PARCELS A & B). **PARCELS A & B ARE ZONED "LOW AND MEDIUM DENSITY RESIDENTIAL AND NEIGHBORHOOD COMMERCIAL" PER THIS EXCEPTION.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN ANNEXATION MAP OF SCHELL ANNEXATION NO. FOUR TO THE TOWN OF MEAD RECORDED JUNE 01, 2009 UNDER RECEPTION NO. 3626545. (AFFECTS PARCELS A & B). **AFFECTS PARCELS A & B. ANNEXATION BOUNDARY AS SHOWN.**
- TERMS, CONDITIONS AND PROVISIONS OF SITE SPECIFIC DEVELOPMENT PLAN, RECORDED NOVEMBER 5, 2009, UNDER RECEPTION NO. 3638045. (AFFECTS PARCEL B). **AFFECTS PARCEL B AS SHOWN.**
- ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE NORTHERN COLORADO WATER CONSERVANCY DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED SEPTEMBER 29, 2010, UNDER RECEPTION NO. 3721790. (AFFECTS PARCELS A & B). **NOT PLOTTABLE.**
- REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED JANUARY 03, 2014 UNDER RECEPTION NO. 3987879. (AFFECTS PARCELS A & B). **AFFECTS PARCELS A & B. NOTIFICATION OF SURFACE DEVELOPMENT NOT PLOTTABLE.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RIGHT-OF-WAY GRANT UNTO KERR-MCGEE GATHERING LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED MARCH 07, 2015 UNDER RECEPTION NO. 4093798. (AFFECTS PARCEL B). **AFFECTS PARCEL B AS SHOWN.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RIGHT-OF-WAY GRANT TO KERR-MCGEE GATHERING LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED DECEMBER 19, 2015 UNDER RECEPTION NO. 4168728. (AFFECTS PARCEL A). **AFFECTS PARCEL A AS SHOWN.**

- TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RIGHT-OF-WAY GRANT UNTO KERR-MCGEE GATHERING, LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED DECEMBER 29, 2015 UNDER RECEPTION NO. 4168733. (AFFECTS PARCEL B). **AFFECTS PARCEL B AS SHOWN.**
- REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED JULY 12, 2016 UNDER RECEPTION NO. 4218393. (AFFECTS PARCELS A & B). **AFFECTS PARCELS A & B. NOTIFICATION OF SURFACE DEVELOPMENT NOT PLOTTABLE.**
- OIL AND GAS LEASE BETWEEN PK MEAD, LLC AND WOLF RESOURCES, LLC RECORDED DECEMBER 01, 2016 UNDER RECEPTION NO. 4257968. AMENDMENT TO CORRECT LEGAL DESCRIPTION RECORDED FEBRUARY 27, 2017 UNDER RECEPTION NO. 4281410, AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
NOTE: DECLARATION OF POOLING AND UNIT DESIGNATION RECORDED JULY 24, 2017 UNDER RECEPTION NO. 4320663. (AFFECTS PARCEL B). **AFFECTS PARCEL B. OIL AND GAS LEASE NOT PLOTTABLE.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF EASEMENT TO SADDLE BUTTE ROCKIES MIDSTREAM, LLC, A DELAWARE LIMITED LIABILITY COMPANY RECORDED JULY 21, 2017 UNDER RECEPTION NO. 432020. (AFFECTS PARCEL A). **AFFECTS PARCEL A AS SHOWN.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF EASEMENT UNTO SADDLE BUTTE ROCKIES MIDSTREAM, LLC, A DELAWARE LIMITED LIABILITY COMPANY RECORDED JULY 21, 2017 UNDER RECEPTION NO. 432021. (AFFECTS PARCEL B). **AFFECTS PARCEL B AS SHOWN.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN CROSSING AGREEMENT TO SADDLE BUTTE ROCKIES MIDSTREAM LLC RECORDED AUGUST 24, 2017 UNDER RECEPTION NO. 4329948. (AFFECTS PARCELS A & B). **AFFECTS PARCELS A & B AS SHOWN.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN OPTION AGREEMENT TO PURCHASE PROPERTY BY AND BETWEEN PK MEAD, LLC AND PK CHAVEZ, LLC AND SUGR BEET SOLAR, LLC, A DELAWARE LIMITED LIABILITY COMPANY, RECORDED DECEMBER 14, 2021 UNDER RECEPTION NO. 4784810. (AFFECTS PARCELS A & B). **AFFECTS PARCELS A & B. OPTION NOT PLOTTABLE.**
- RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED DECEMBER 14, 1911, IN BOOK 346 AT PAGE 469. (AFFECTS W1/2NW1/4, NW1/4SW1/4 AND SW1/4SW1/4 OF SECTION 8). **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL C WHICH IS NOT PART OF THIS PROJECT.**
- RIGHT OF WAY EASEMENT AS GRANTED TO WELD COUNTY FOR ROAD PURPOSES IN INSTRUMENT RECORDED MAY 29, 1907 IN BOOK 280 AT PAGE 143. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL C WHICH IS NOT PART OF THIS PROJECT.**
- EASEMENT GRANTED TO PLATTE RIVER POWER AUTHORITY, FOR ELECTRIC TRANSMISSION LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED AUGUST 08, 1977, UNDER RECEPTION NO. 1726862. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL C WHICH IS NOT PART OF THIS PROJECT.**
- EASEMENT GRANTED TO PLATTE RIVER POWER AUTHORITY, FOR ELECTRIC TRANSMISSION LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED APRIL 05, 1978, UNDER RECEPTION NO. 1749131. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL C WHICH IS NOT PART OF THIS PROJECT.**
- UNDIVIDED INTEREST IN ANY AND ALL MINERAL RIGHTS LYING IN, ON OR UNDER SUBJECT PROPERTY AS RESERVED BY JOHN R. MINCH IN DEED RECORDED NOVEMBER 13, 1984 UNDER RECEPTION NO. 01988299. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL C WHICH IS NOT PART OF THIS PROJECT.**
- EASEMENT GRANTED TO LITTLE THOMPSON WATER DISTRICT FOR TRANSMISSION AND DISTRIBUTION OF WATER, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JANUARY 29, 1996, UNDER RECEPTION NO. 2473559. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL C WHICH IS NOT PART OF THIS PROJECT.**
- EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF RECORDED EXEMPTION NO. 1207-8-3-RE-2740 RECORDED APRIL 06, 2001 UNDER RECEPTION NO. 2388531. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL C WHICH IS NOT PART OF THIS PROJECT.**
- EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF RECORDED EXEMPTION NO. 1207-08-3-RE-4515 RECORDED JANUARY 31, 2007 UNDER RECEPTION NO. 3452945. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL C WHICH IS NOT PART OF THIS PROJECT.**
- REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED OCTOBER 15, 2007 UNDER RECEPTION NO. 3511023. (AFFECTS PARCELS A & B). **NOTIFICATION OF SURFACE DEVELOPMENT NOT PLOTTABLE.**
- OIL AND GAS LEASE BETWEEN RICHARD L. HORN AND NOBLE ENERGY, INC., RECORDED MAY 05, 2009 UNDER RECEPTION NO. 3620617 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
NOTE: AFFIDAVIT OF PRODUCTION RECORDED AUGUST 5, 2015 UNDER RECEPTION NO. 4131290.
NOTE: DECLARATION OF POOLING AND UNIT DESIGNATION RECORDED JULY 24, 2017 UNDER RECEPTION NO. 4320663. **AFFECTS PARCELS A AND B. OIL AND GAS LEASE NOT PLOTTABLE.**
- ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE NORTHERN COLORADO WATER CONSERVANCY DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED SEPTEMBER 29, 2010, UNDER RECEPTION NO. 3721790. **AFFECTS PARCELS A & B. TAXES, LIENS, FEES OR ASSESSMENTS NOT PLOTTABLE.**
- REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED JANUARY 03, 2014 UNDER RECEPTION NO. 3987879. (AFFECTS PARCELS A & B). **NOTIFICATION OF SURFACE DEVELOPMENT NOT PLOTTABLE.**
- EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF RECORDED EXEMPTION NO. 1207-8-3-RECX14-0096 RECORDED JANUARY 14, 2015 UNDER RECEPTION NO. 4075814. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL C WHICH IS NOT PART OF THIS PROJECT.**
- EASEMENT GRANTED TO KERR-MCGEE GATHERING LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR PIPELINES FOR THE TRANSPORTATION OR TRANSMISSION OF OIL, GAS, PETROLEUM PRODUCTS, WATER, HYDROCARBONS AND ANY OTHER SUBSTANCES, WHETHER FLUID, SOLID OR GASEOUS, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED MARCH 27, 2015, UNDER RECEPTION NO. 4093800. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL C WHICH IS NOT PART OF THIS PROJECT.**
- REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED JULY 12, 2016 UNDER RECEPTION NO. 4218393. **AFFECTS PARCELS A & B. NOTIFICATION OF SURFACE DEVELOPMENT NOT PLOTTABLE.**
- ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE LITTLE THOMPSON WATER DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED SEPTEMBER 26, 2016, UNDER RECEPTION NO. 4239557. **DOES NOT AFFECT SUBJECT PARCELS A OR B.**
- RESERVATIONS AS CONTAINED IN PATENT OF THE UNITED STATES RECORDED FEBRUARY 02, 1903 IN BOOK 201 AT PAGE 401. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL D WHICH IS NOT PART OF THIS PROJECT.**
- RESERVATIONS BY THE UNION PACIFIC RAILROAD COMPANY COMPANY OF:
(1) ALL OIL, COAL AND OTHER MINERALS UNDERLYING SUBJECT PROPERTY,
(2) THE EXCLUSIVE RIGHT TO PROSPECT FOR, MINE AND REMOVE OIL, COAL AND OTHER MINERALS, AND
(3) THE RIGHT OF INGRESS AND EGRESS AND REGRESS TO PROSPECT FOR, MINE AND REMOVE OIL, COAL AND OTHER MINERALS, ALL AS CONTAINED IN DEED RECORDED JULY 01, 1915, IN BOOK 417 AT PAGE 275. MINERAL DEED RECORDED JANUARY 13, 1978 UNDER RECEPTION NO. 1749131. RELEASE AND QUIT CLAIM DEED RECORDED 12/17/99 UNDER RECEPTION NO. 2661201. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL D WHICH IS NOT PART OF THIS PROJECT.**
- OIL AND GAS LEASE BETWEEN CHAMPLIN PETROLEUM COMPANY AND AMOCO PRODUCTION COMPANY, RECORDED FEBRUARY 10, 1978 UNDER RECEPTION NO. 1741410. AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
NOTE: AFFIDAVIT OF PRODUCTION RECORDED FEBRUARY 10, 1983 UNDER RECEPTION NO. 01917053.
NOTE: DECLARATION OF POOLING RECORDED JULY 24, 2014 UNDER RECEPTION NOS. 4033083 AND 4033084. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL D WHICH IS NOT PART OF THIS PROJECT.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT OF WAY GRANT TO PANHANDLE EASTERN PIPE LINE COMPANY FOR PIPELINE FOR THE TRANSPORTATION OF OIL, GAS, OR OTHER SUBSTANCES RECORDED MARCH 27, 1982 UNDER RECEPTION NO. 01893002. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL D WHICH IS NOT PART OF THIS PROJECT.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SURFACE OWNERS AGREEMENT RECORDED SEPTEMBER 20, 1982 UNDER RECEPTION NO. 01904188. ASSIGNMENT OF SURFACE RIGHTS RECORDED OCTOBER 4, 1990 UNDER RECEPTION NO. 02229277. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL D WHICH IS NOT PART OF THIS PROJECT.**
- ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE LONGS PEAK WATER DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED OCTOBER 17, 1991, UNDER RECEPTION NO. 02266485. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL D WHICH IS NOT PART OF THIS PROJECT.**
- EASEMENTS AND NOTES ON THE LAND SURVEY PLAT RECORDED NOVEMBER 06, 1997 UNDER RECEPTION NO. 2577911. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL D WHICH IS NOT PART OF THIS PROJECT.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND RESERVED IN DEED RECORDED APRIL 02, 1998 UNDER RECEPTION NO. 2603668. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL D WHICH IS NOT PART OF THIS PROJECT.**
- EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF RECORDED EXEMPTION NO. 1207-07-3-RE2104 RECORDED JUNE 23, 1998 UNDER RECEPTION NO. 2621420. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL D WHICH IS NOT PART OF THIS PROJECT.**
- EASEMENT GRANTED TO UNITED POWER, INC., FOR ELECTRIC FACILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JULY 28, 1998, UNDER RECEPTION NO. 2628749. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL D WHICH IS NOT PART OF THIS PROJECT.**
- REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED MAY 25, 2002 UNDER RECEPTION NO. 2954750. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL D WHICH IS NOT PART OF THIS PROJECT.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF WATER PIPELINE EASEMENT TO LONGS PEAK WATER DISTRICT RECORDED APRIL 09, 2007 UNDER RECEPTION NO. 3467557. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL D WHICH IS NOT PART OF THIS PROJECT.**
- ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE NORTHERN COLORADO WATER CONSERVANCY DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED SEPTEMBER 29, 2010, UNDER RECEPTION NO. 3721790. **AFFECTS PARCELS A & B. TAXES, LIENS, FEES OR ASSESSMENTS NOT PLOTTABLE.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT OF WAY GRANT TO KERR-MCGEE GATHERING LLC RECORDED JANUARY 13, 2014 UNDER RECEPTION NO. 3989634. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL D WHICH IS NOT PART OF THIS PROJECT.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF SURFACE USE AGREEMENT RECORDED AUGUST 12, 2014 UNDER RECEPTION NO. 4037591. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL D WHICH IS NOT PART OF THIS PROJECT.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF OPTION TO LEASE LANDS BY AND BETWEEN SHERRY R. BOLTON AND DAVID W. BOLTON, OPTIONOR AND SATURN POWER CORP., A DELAWARE LIMITED LIABILITY COMPANY, OPTIONEE RECORDED MAY 4, 2020 UNDER RECEPTION NO. 4587650. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL D WHICH IS NOT PART OF THIS PROJECT.**

NOTE: THE FOLLOWING NOTICES PURSUANT TO CRS 9-1.5-103 CONCERNING UNDERGROUND FACILITIES HAVE BEEN FILED WITH THE CLERK AND RECORDER. THESE STATEMENTS ARE GENERAL AND DO NOT NECESSARILY GIVE NOTICE OF UNDERGROUND FACILITIES WITHIN THE SUBJECT PROPERTY:
(A) PANHANDLE EASTERN PIPE LINE COMPANY, RECORDED OCTOBER 1, 1981 AT RECEPTION NO. 1870756 AND RECORDED JUNE 26, 1986 AT RECEPTION NO. 2058722. **AFFECTS PARCELS A AND B. NOT PLOTTABLE.**
(B) UNITED POWER, INC., RECORDED JANUARY 24, 1991 AT RECEPTION NO. 2239296. **AFFECTS PARCELS A AND B. NOT PLOTTABLE.**

SUGAR BEET SOLAR, LLC

PORTIONS OF SECTION 8, T3N, R68W, 6th P.M.,
WELD COUNTY, COLORADO

SURVEYED BY:	DRAWN BY:	PROJECT:	FILE:	SCALE:	SHEET:
O.R. 03-16-2022	P.B. 03-28-2022	ENY01-22-0001	E-10005	N/A	5 OF 5



UELS, LLC
Corporate Office * 85 South 200 East
Vernal, UT 84078 * (435) 789-1017

Selected Fiscal Implications to the Town of Mead – Revised April 2023

Enyo Energy's Sugar Beet Solar Project compared to Single Family Residential Development

Introduction

This analysis presents a “pro forma” comparison of projected property tax, sales tax and other development related revenues that would accrue to the Town of Mead under three sets of development assumptions for approximately 195 acres of land: the first being Enyo’s Sugar Beet Solar Project (Project), the other two being residential development of the site. The land is currently in agricultural use. Property and sales tax revenue accruals are projected for the period 2024 – 2065. Other development-related revenues are discussed qualitatively and in terms of the relevant time frames.

Inputs to the Analysis

Enyo’s Sugar Beet Solar Project:

- Construction in 2024, operational in 2025, first taxes in 2026.
- Operational life of project: 2025 to 2064 (40 years).
- Decommissioned in 2065.
- Facility capacity: 40 MW of PV solar generation and 25 MW of battery storage.
- Initial project development cost: ~ \$84 million.
- Initial project assessed value: \$7.78 million. This value is based on a template for valuation of renewable energy projects developed by the Colorado Department of Local Affairs.¹
- A complete repowering of the Project’s generation and battery storage equipment is anticipated following the initial 20-to-25 years of operation (repowering is assumed to occur in 2046 for this analysis).
- Depreciation factor: 5% per year.
- Long-term residual valuation for property taxation purposes: 20%

Single Family Residential Development:

- The project site is primarily zoned RSF-4, allowing single family residential with a minimum 6,250 square foot lot and a net density of 4 units/acre.
- A maximum of 343 single family dwelling units were approved under the property’s 2009 annexation agreement with the Town of Mead.
- Recent residential development in the region suggest future development might occur at a higher density. For this analysis, a residential development scenario with 550 units is also considered.
- Assumed residential development: completion of 34 or 55 units per year for the respective scenarios, beginning in 2049 with build out in 2058.²
- Initial average market value per unit (2022\$): \$520,000.
- Future average market value, increasing at 2.5% per year, compounded.

¹ Colorado Department of Local Affairs, Division of Property Taxation, *2022 Renewable Template for Estimating Property Taxes for Qualified State Assessed Renewables*, available at <https://cdola.colorado.gov/renewable-energy>.

² The residential development assumptions do not represent a market analysis with regard the timing, type, or value of residential development on this site. There has been no active residential development interest in the parcel since it was annexed in 2009 and an assessment of the existing residential development potential in Mead shows an extensive inventory of other lots and approved development plans.

Other Factors Underlying the Analysis:

- Property and development-based sales and use tax revenues are projected.
- Future property tax assessment rates remain constant at 29% for industrial and 7.15% for residential.
- Revenues are based on the Town's current tax rate of 11.522 mills and assumed to remain constant.
- Sales and use taxes are based on the estimated taxable shares of the estimated development and construction costs and the Town's current 3.0 percent tax rate.
- Other differences in revenues, for instance, building permits, are addressed qualitatively.
- Future general fund expenditures are projected based on the Town's 2022 adopted budget, with allocations to residential and non-residential development.

Projected Property and Development-Related Tax Revenues and General Fund Costs

Enyo's Sugar Beet Project:

- 1st year property tax revenue to the Town of Mead = \$90,068 (2026).
- Annual property tax revenues decline by 5% per year until reaching \$18,962 in 2041.
- Property tax revenues would increase following repowering and decline by 5% per year thereafter until again reaching \$18,962 in 2061.
- Cumulative property tax revenues over 40-year life of Project are estimated at \$1,896,166. The annual and cumulative property tax revenues from the Project are shown in Figure 1.

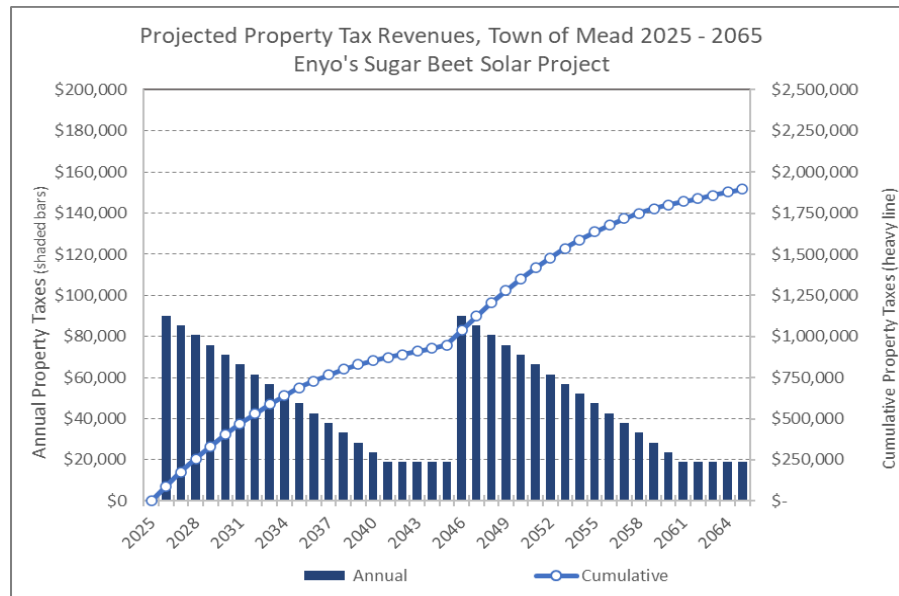


Figure 1. Projected Annual and Cumulative Property Tax Revenues from the Sugar Beet Project

- Other entities with taxing authority on the property would realize cumulative property tax revenues of \$15,539,611 over the life of the Project. These revenues can help support education and other public services provided to residents and businesses in Mead. These entities and their associated project-related property tax revenues are:

- o High Plains Library District: \$526,128
 - o Mountain View Fire Protection District: \$2,673,756
 - o Northern Colorado Water: \$164,569
 - o School District RE1J-Longmont: \$9,468,983
 - o St. Vrain Left Hand Water: \$231,384
 - o Weld County: \$2,474,792
- The Sugar Beet Project would result in little, if any, incremental demand and associated expenses on municipal facilities and services. Thus, virtually all the property tax revenues generated by the Project would be available to fund municipal service costs for the remainder of the community. Nonetheless, annual general fund expenditures of \$5,000 per year (\$200,000 total) are included in this analysis.
 - Based on the Project's estimated costs subject to sales and use tax, Project construction would generate a total of \$3.28 million in local sales and use tax revenues; \$1.64 million in 2025 in conjunction with the initial development and \$1.64 million in 2046 in conjunction with repowering.
 - Combining estimated property tax, sales and use tax, and allowances for municipal services expenditures yields estimated net revenues to the Town of \$4,972,166 during the Project's development and operational life – see Figure 2.³

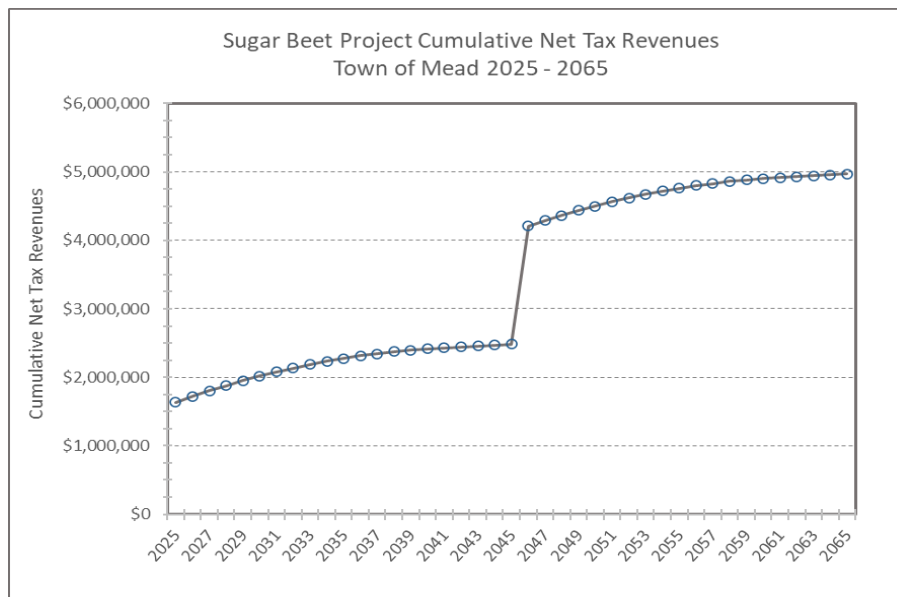


Figure 2. Cumulative Net Revenue to the Town of Mead Associated with Development of the Sugar Beet Solar Project

Single Family Residential Development:

Base Case: 343 Dwelling Units (DUs)

- 1st year property tax revenue to the Town: \$29,936 (2050).
- Annual property tax revenues increase due to appreciation, reaching \$424,871 in 2065, an average of \$1,239 per unit.

³ For this analysis, net revenues are defined as estimated property and development-related local sales and use taxes less estimated municipal general fund costs to serve the development.

- Cumulative property tax revenues of \$4,283,166 through 2065. The annual and cumulative property tax revenues from the assumed residential development are shown in Figure 3.

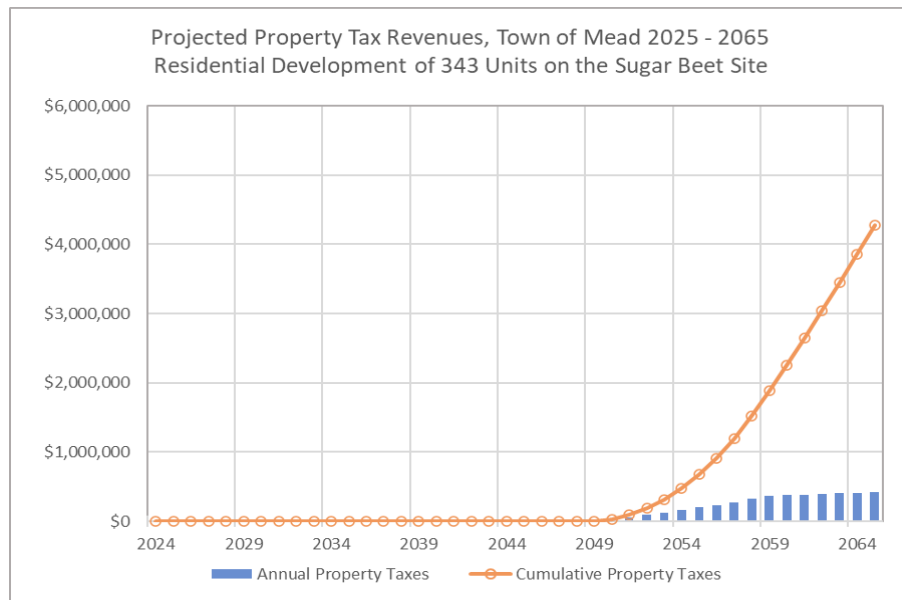


Figure 3. Annual and Cumulative Property Tax Revenues Associated with Development of 343 DUs on the Project Site, beginning in 2049.

- Unlike the negligible impacts on demands on municipal services and facilities associated with the Sugar Beet Project, residential development of the site would result in substantial incremental demands and costs for municipal services and facilities, including administrative services, police, public works, the town's streets, or community parks.
- The Town's 2022 budget suggests average annual general fund expenditures of \$3,400 per dwelling unit.⁴
- Assuming comparable expenditures in the future, with no allowances for inflation, yields annual incremental municipal expenditures of \$1,162,000 at build out, far greater than the incremental annual property tax revenues of \$424,884.
- Even assuming incremental cost of municipal service were 50% of the current level, i.e., \$1,700 per unit, annual general fund expenditures in 2065 would remain substantially higher than the property tax revenues from such development-- see Figure 4.

⁴ The \$3,400 estimate is based on the: the Town's 2022 Budget, existing residential dwelling units and an assumption that 80% of general fund expenditures net of Board of Trustee, building inspections and non-departmental expenditures.

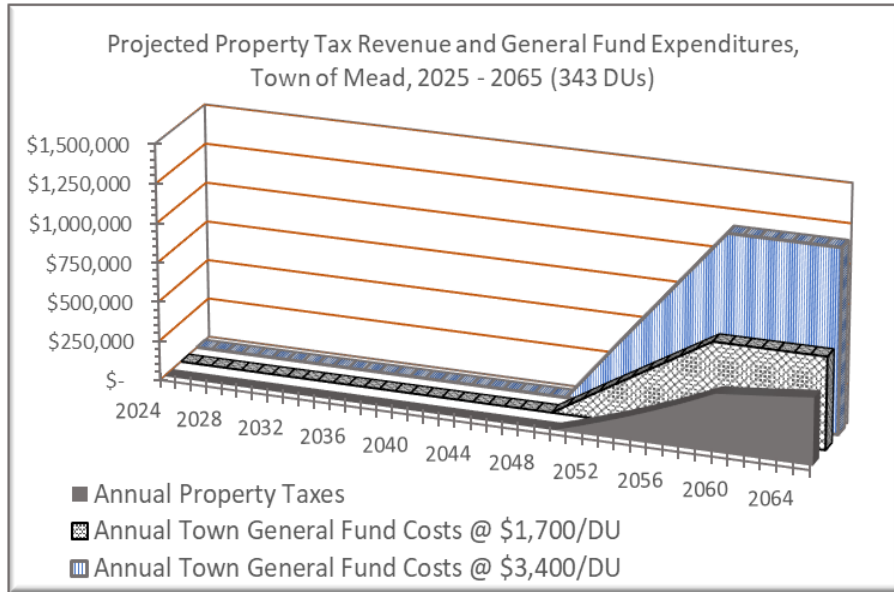


Figure 4. Annual Property Tax Revenues and Municipal Service Expenditures for Development of 343 DUs on the Sugar Beet Site

- Through 2065, the cumulative general fund expenditures with 343 DUs would be \$7,306,600 as compared to cumulative property tax revenues of \$4,283,166, a shortfall of \$3,023,434.
- Construction of 343 DUs would generate \$2.3 million in additional local sales and use tax revenues; an average of \$230,350 per year for 10 years beginning in 2049. Those local sales and use tax revenues would reduce, but not eliminate the shortfall from property taxes.
- Combining estimated property tax, sales and use tax, and municipal general fund costs yields a net deficit to the Town of (\$719,434) during the Project's development and operational life – see Figure 5.

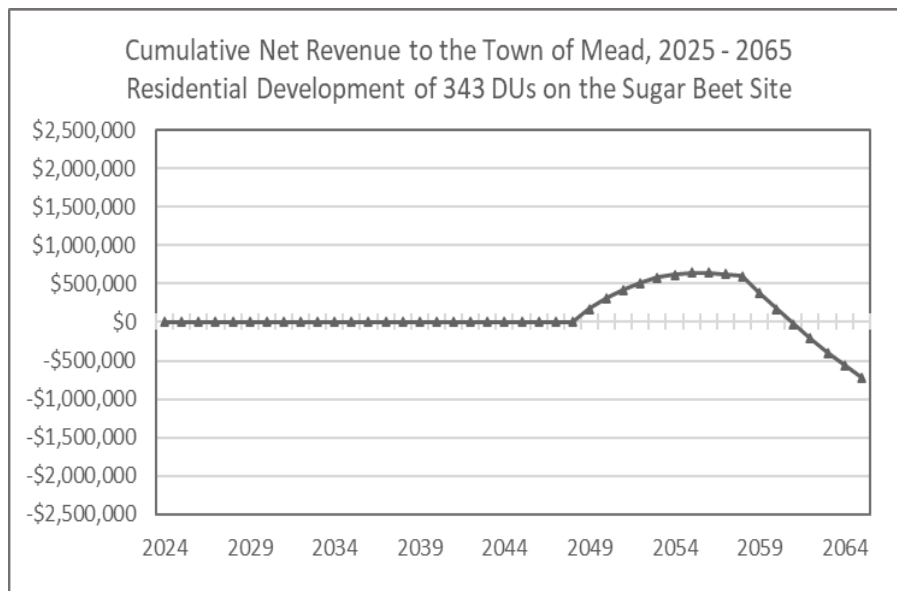


Figure 5. Cumulative net Revenues to the Town of Mead Associated with the Development of 343 DUs on the Sugar Beet Solar Site

- The temporary impact of construction-related sales and use taxes in offsetting the deficit in property taxes associated with residential development is shown in Figure 5. As shown net revenues would be positive during construction but become negative after construction is completed.

Higher Density Residential Development Scenario: 550 Units

- 1st year property tax revenue to the Town of Mead: \$47,042 (2050).
- Annual property tax revenues increase over time due to the assumed appreciation, reaching \$681,301 in 2065.
- Cumulative property tax revenues would be \$6,852,395 through 2065. The annual and cumulative property tax revenues from the assumed residential development are shown in Figure 6.

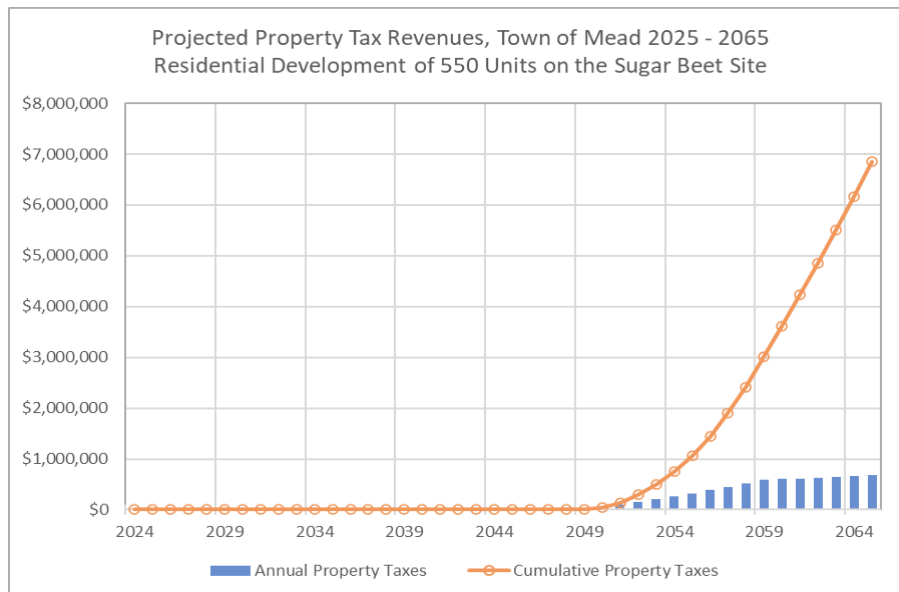


Figure 6. Annual and Cumulative Property Tax Revenues for Development of 550 DUs on the Sugar Beet Site

- Residential development of 550 DUs on the project site would result in substantial incremental demands on municipal services and facilities. Assuming annual service expenditures of \$3,400 per dwelling unit, with no allowances for inflation, yields annual incremental general fund costs of \$1,870,000 at build out far greater than the incremental annual property tax revenues of \$681,301 -- see Figure 7.
- Assuming incremental expenditures of \$1,700 per unit, 50% of the current level and with no allowances for inflation, annual general fund expenditures in 2065 would remain substantially higher than the property tax revenues from such development.

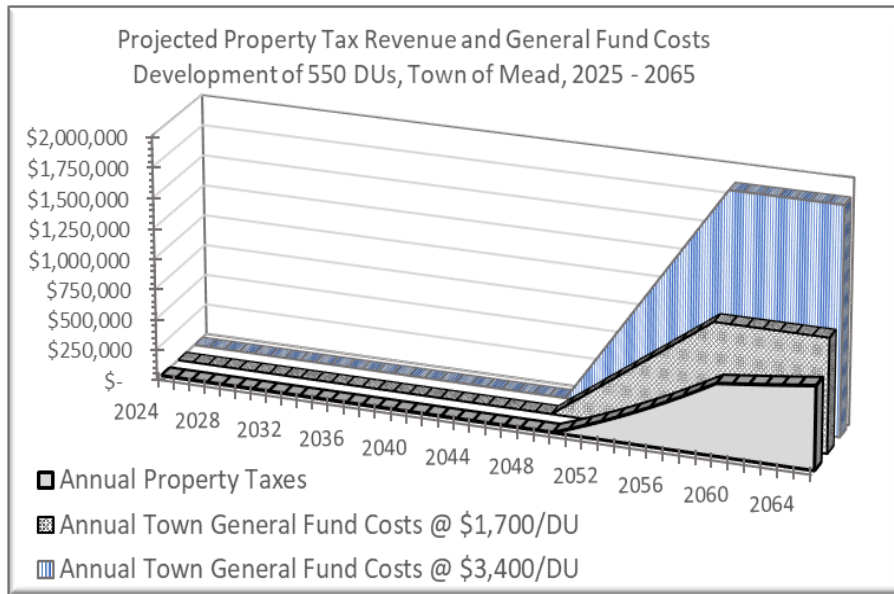


Figure 7. Projected Annual Property Tax Revenue and Municipal Service Expenditures for 550 DUs

- Through 2065, the cumulative general fund expenditures with 550 DUs would be \$11,687,500 as compared to cumulative property tax revenues of \$6,852,395, a shortfall of \$3,023,434.
- Construction of 550 DUs would generate \$3.7 million in additional local sales and use tax revenues; an average of \$369,370 per year for 10 years beginning in 2049. Those local sales and use tax revenues would reduce, but not eliminate the shortfall from property taxes.
- Combining estimated property tax, sales and use tax, and municipal general fund costs yields a net deficit to the Town of (\$1,141,105) through 2065 – see Figure 8.

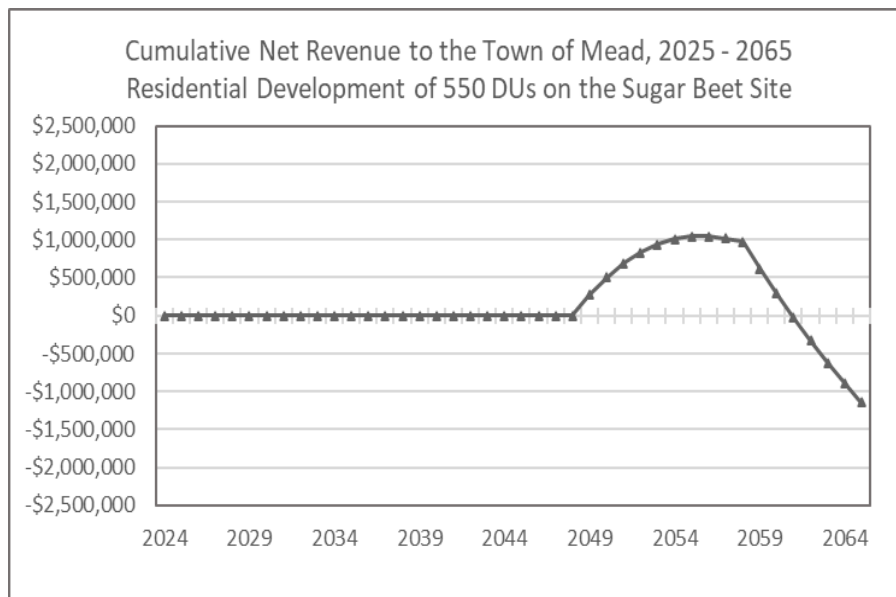


Figure 8. Cumulative net Revenues to the Town of Mead Associated with the Development of 550 DUs on the Project site.

- The temporary impact of construction-related sales and use taxes in offsetting the deficit in property taxes associated with residential development is shown in Figure 8. As shown net revenues would be positive during construction but become negative after construction is completed.

The above analysis shows that the Town of Mead would realize positive net revenues from the Sugar Beet Project and substantial avoided municipal general fund service costs associated with residential development. Those savings are estimated at up to \$1,870,000/year assuming residential build out of 550 DUs on the subject property.

Other Development-related Revenues

Construction-related local sales and use taxes:

- As described above, new industrial and residential development generated additional local and sales and use taxes to the Town. Estimates of such revenues, shown in Figure 9, are:
 - Sugar Beet Solar: \$3.28 million
 - Base Case residential – 343 DUs: \$2.30 million
 - Higher Density residential – 550 DUs: \$3.69 million

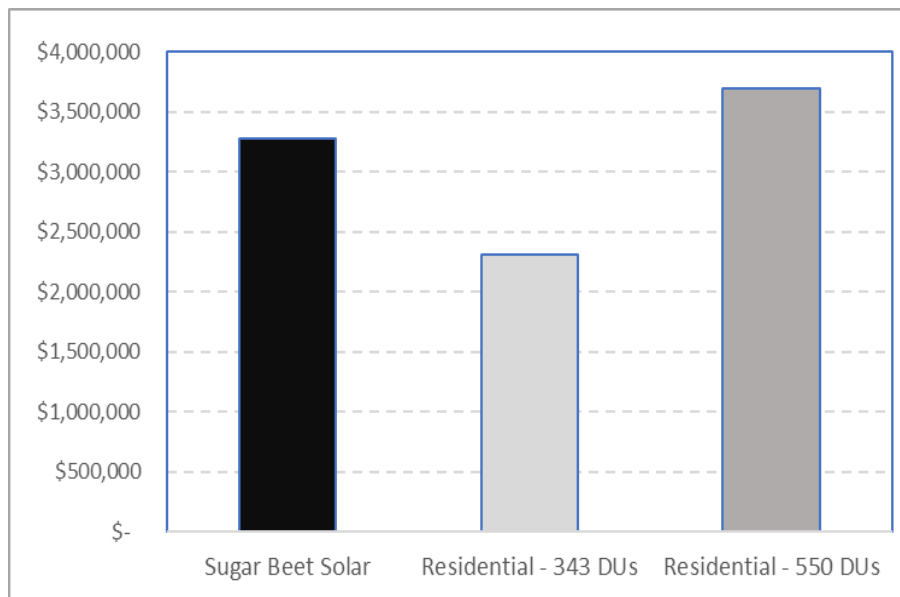


Figure 9. Development-related Sales and Use Tax Revenues to the Town of Mead: The Sugar Beet Project compared to those from Residential Development of the Project Site.

- Importantly, the revenues from the Sugar Beet Project would be realized much sooner than those from residential development of the project site.

Building Permit Fees:

- Building permit fees would result under any development scenario. Such revenues are not estimated due to a lack of information on which to estimate the permit values for the Project.
- The amount of building permit fee revenue derived from residential development would likely exceed that from the Sugar Beet Project.

- However, building permit fees are intended to recoup the Town's costs associated with review and processing of development proposals and building inspections. Thus, the differences in building permit fees also reflect differences in the Town's costs such that there is negligible difference in budgetary impact of differences between the Sugar Beet Project and residential development.

Development Impact Fees:

- The prospective single family residential development would generate development impact fees commensurate with the level of development: \$4.88 million for 343 dwelling units and \$7.83 million for 550 dwelling units.⁵ These revenues would accrue as development occurs.
- The Sugar Beet Project would not be subject to development impact fees. At the same time, the incremental infrastructure capacity and costs that would have been funded by these fees would be avoided.

Local sales taxes from consumer spending by residents:

- Local taxable retail purchases by residents generate sales tax revenues for the Town. The amount of such revenues associated with residential development of the project site are not estimated. However, the amounts of such revenues would reduce, but unlikely to fully offset the shortfalls in property and development-related sales and use taxes necessary to fund future municipal general fund expenditures.
- Operation of the Sugar Beet Project would generate a limited amount of ongoing sales and use tax revenues. The amount of such revenues is not estimated for this analysis. However, as the net revenues associated with the Sugar Beet Project would be positive, any such sales and use taxes would enhance the net revenue associated with the Project.

Other Considerations

Timing of Revenues:

- The prospective single family residential development analyzed is speculative with no guarantee that this development will be constructed in the assumed manner and timeframe. Consequently, the receipt of the projected development-related and future property tax revenues is uncertain. On the other hand, Enyo's Sugar Beet Project is ready to begin permitting and construction within a few years of receiving land use entitlements from the Town.

Future Redevelopment:

- At the end of the Sugar Beet Project's operational life, the Project would be decommissioned, and the site would be reclaimed and become available for future redevelopment. In other words, approving the Sugar Beet Project defers, but do not preclude the development-related fees and tax revenues associated with redevelopment of the underlying real estate.

Energy Production from the Sugar Beet Project:

- Annual energy generated by the Project would meet the electrical needs of about 10,000 homes.
- Energy generated by the Project would contribute to the resiliency and reliability of the local and regional electrical energy system.

⁵ Based on the current fee of \$14,228 per single family dwelling unit (DU). Impact fees per DU will adjust over time to reflect changes in facility needs and associated costs to serve future growth.

Conclusion

Enyo Energy's Sugar Beet Solar Project would generate significant sales, use and property taxes and building permit revenues for the Town of Mead during construction and its 40-year operating life. Additional demands on municipal services would be limited. Following decommissioning of the Project, the site would be available for redevelopment, with such development triggering future rounds of municipal revenues. In comparison, residential development would result in substantial demand on municipal services and facilities with revenue shortfalls needing to be covered from other sources – see Table 1 and Figure 10 below. Consequently, approval of the Sugar Beet Solar Project would yield short-term and long-term fiscal benefits to the Town of Mead.

Table 1. Net revenue from the Sugar Beet Project and Residential Development of the Site

	Sugar Beet Solar Project	Residential Development – 343 DUs	Residential Development – 550 DUs
Property taxes thru 2065	\$1,896,166	\$4,283,166	\$6,852,395
Plus: Sales & use taxes during construction	\$3,276,000	\$2,304,000	\$3,694,000
Plus: Development impact fees ¹	\$0	\$4,880,204	\$7,825,400
Less: Avoided infrastructure improvement costs ²	\$0	(\$4,880,204)	(\$7,825,400)
Less: Projected municipal service costs	(\$ 200,000) ³	(\$7,306,600)	(\$11,687,500)
Net surplus/(shortfall)	\$4,972,166	(\$719,434)	(\$1,141,105)

¹ The Sugar Beet Project would not be subject to development impact fees.

² The infrastructure capacity and costs funded by development impact fees would not be necessary with the Sugar Beet Project.

³ Based on \$5,000 per year for 40 years.

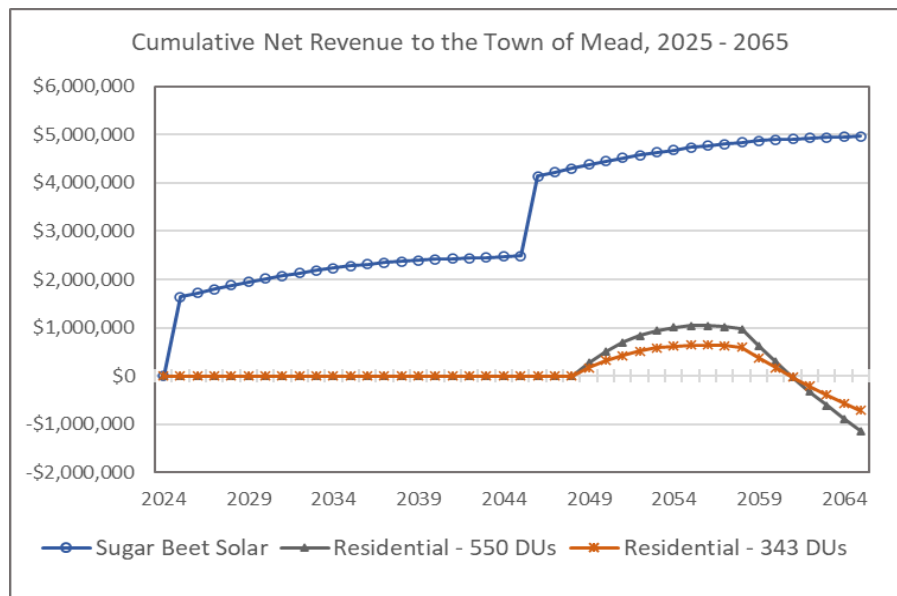


Figure 10. Cumulative Net Revenues to the Town of Mead Associated with the Sugar Beet Project as compared to Residential Development of Project Site

Ronald A. Dutton

Socioeconomic Specialist – Regional Economics, Fiscal Impacts, Population & Housing

Years of Experience: 35+

Technical Specialties

- Project Management of Socioeconomic studies for governmental agencies and private clients
- Social and economic impact assessments for NEPA, state and other permitting processes
- Regional economic and fiscal impact modeling

Education

- University of Wyoming, Master of Science in Economics
- University of Wyoming, Bachelor of Science in Economics

PROFESSIONAL CAREER AND EXPERIENCE

Mr. Dutton has extensive experience in the fields of regional economic analysis, socioeconomic and fiscal impact assessment, and economic feasibility analysis. A majority of Mr. Dutton's project experience is in the Rocky Mountain and Intermountain West regions, including many projects located in Wyoming. Specific assignments include assessments of proposed oil and gas, mining, energy generation and transmission, recreation, and military base realignment projects on regional economies: projections of regional economic conditions; and, the implications of growth on local government fiscal conditions. Much of this work has been associated with third-party EISs, including those for numerous proposed projects on publicly managed lands, primarily those located in Wyoming, Utah, and Nevada. Lead federal agencies for the NEPA efforts include the U.S. Bureau of Land Management, Forest Service, National Park Service, Bureau of Reclamation, Office of Surface Mining Reclamation and Enforcement, Army Corps of Engineers, U.S. Army, and U.S. Air Force.

Mr. Dutton's supported the preparation of a several permit applications to the Wyoming Industrial Siting Council including teaming with SWCA on the recently permitted TransWest Express Transmission Project in Carbon and Sweetwater counties in Wyoming. He was the socioeconomic lead for the Chokecherry-Sierra Madre Wind Project EIS (1,000 turbines) and TransWest Transmission Line (Wyoming to Nevada) EIS and led the economic, housing, and fiscal assessments for several oil and gas development projects in Carbon and Sweetwater Counties in Wyoming.

He is the socioeconomic discipline lead for the ongoing Converse County Oil and Gas EIS (Wyoming) and served as socioeconomic lead for the U.S. Bureau of Reclamation's Navajo Generating Station/Kayenta Mine Complex EIS. Other recent major projects include the Clark, Lincoln, and White Pine Counties Groundwater Development EIS (southern Nevada) and several oil and gas development projects in Utah's Uinta Basin.

An area of specialization for Mr. Dutton is the analysis of housing and fiscal impacts of growth, development, and economic contractions on local governments and quasi-public service providers. These analyses link anticipated changes in key economic activities to key revenue and expenditure streams to project net changes in fiscal conditions.

Sammons/Dutton LLC is based in Denver, Colorado. Ron and George Blankenship have collaborated on numerous projects over the past 30 years, leveraging their respective experience and specialties to prepare comprehensive and robust socioeconomic assessments, including the interdisciplinary assessment requirements of the NEPA and the WISC.

Summary of Background - Gary Horvath

4531 West 124th Avenue
Broomfield, CO 80020
sportsgrh@aol.com
303 460-9767

Work Experience

Business and Economic Research, Durango/Broomfield, Colorado, ongoing, 37 years ongoing.

- Manages and conducts independent business, economic, and market research.
- Focus on labor analysis, industry analysis, economic impact, and analysis of sports data.

2021 Colorado Legislative Independent Redistricting Commission, Denver, Colorado, 9 months.

- Served on commission to draw 65 House and 35 Senate maps.

Research Manager, Colorado Office of Labor Market Information, Denver, Colorado, 1 year.

- Conducted labor analysis for Colorado industries and geographic areas.
- Managed special projects in support of various state agencies.
- Evaluated economic impact analyses.
- Delivered labor and data presentations
- Worked on special projects.

Managing Director, University of Colorado, Leeds School of Business, Business Research Division, Boulder, 4 years.

- Hiring and managing 3 to 4 full-time staff and 3 to 5 student researchers.
- Managed budget of \$350,000.
- Responsible for preparation of research proposals, projects, and presentations.
- Directed Colorado Business Economic Outlook Forum.
- Developed organizational strategic plan
- Managed department communications (e-newsletter, website, and blog).
- Conducted interviews with media.

Co-Founder/Project Instructor, Business of Sports Certification Program, University of Colorado, 1 1/2 years.

- Developed curriculum for program.
- Got approval for program from university officials.
- Provided input in recruitment of students and support companies.
- Oversaw research projects conducted by students.

Research Analyst, University of Colorado, Leeds School of Business; Business Research Division and Business Advancement Center, Boulder, 13 years.

- Managing staff of 3 to 4 full-time staff and 3 to 5 student researchers.
- Responsible for preparation of research proposals, projects, and presentations.
- Principal investigator for Colorado Business Economic Outlook Forum.
- Assisted with organizational strategic plan.
- Responsible for department communications.
- Conducted interviews with media.

Marketing Analyst, Mile High Equipment Company, Denver, Colorado, 3 years.

- Prepared monthly and annual domestic and international sales and order forecasts by major product categories (\$40 million).
- Prepared monthly market share analysis.
- Helped initiate and manage equipment leasing program for distributors.
- Prepared government bids.
- Developed product mix and sales analysis.
- Tracked distributor inventories.
- Developed methodology for evaluating potential sales for regional marketing managers.
- Assisted with strategic planning efforts.

Director of Racquet Sports, Tamarron Resort, Durango, Colorado, 13 years.

- Managed racquet sports programs for five-star resort.
- Responsible for preparation of annual budget and presentation of performance-to-budget at monthly budget meetings with General Manager, CFO, and President.
- Attended weekly department manager meetings; reported on activities and performance-to-budget.
- Responsible for hiring, staffing, and management of staff of 3 to people.
- Managed retail outlet.
- Coordinated group sales efforts with the reservations and conference sales department.
- **Chair of Energy Task Force (ETF)** directed cross functional team that reduced the company's energy consumption through conservation efforts and the installation of new equipment, chaired committee 3 years; received state and national recognition for ETF's work.
- **Member of Quality Assurance Task Force**, committee that developed metrics for measuring staff performance against quality standards; chaired subcommittee that directed employee satisfaction survey, served on committee 2 years.
- **Co-Director of Tamarron/Miller Lite-10K** Mountain race for 150 runners, five years.
- **Committee member for Ken Stabler Coors Tamarron Classic**, fund-raising event for local charity.

Adjunct Faculty, Fort Lewis College, Durango, Colorado, taught 1-2 business statistics classes each academic year for 7 years.

Education

Master of Business Administration, general business with an emphasis in marketing and finance, University of Colorado.

- Worked as research assistant.

Master of Education, education with emphasis in athletic administration, Oregon State University.

- Worked as a research assistant.
- Played on club volleyball team.

Bachelor of Arts, mathematics, Fort Lewis College.

- Received academic and athletic scholarships.
- Worked as dorm advisor.
- Served on student senate.
- Member and captain of men's tennis team/All Conference and Academic Honor roll.

Professional Development and Continuing Education

Continuing Education Programs, attended ongoing continuing education programs and webinars, NABE, DABE, The Conference Board, USPTA, the Aspen Institute, Project Play

LED Partnership Workshop attended workshop for users of Local Employment Dynamics data set.

Leadership Broomfield, participant in local leadership development program.

50 for Colorado, participant in statewide leadership development program.

National Association of Business Economists attended 11 national annual policy meetings.

Denver Association of Business Economists attended numerous 25 monthly Colorado meetings.

Colorado Chapter American Marketing Association attended over 15 monthly Colorado meetings.

Association of University and Business Economic Research attended 10 national meetings.

State Demographer's Annual Meeting attended 18 meetings.

State Economic Development Council of Colorado attended over 15 state and regional meetings.

UEDA/NAMTAC Annual Conference, attended two conferences.

JIT/TQC, week-long intensive training seminar, Denver, CO.

USPTA World and Regional Conferences, attended over 50 annual world, regional, and local conferences.

USTA Tennis Teachers Conference, attended 1 international conference.

USAV High Performance Coaches Clinics, attended 6 national conferences.

WTCA Baseline Certification, completed comprehensive online course to support coaches who work with women tennis players.

Community Involvement

Colorado media - Wrote op-ed columns and quoted in Colorado media, 20+ years, current.

Adams County Economic Development Corporation, 7 years - current.

Colorado Advanced Industries, Chair of Photonics/Electronics Committee for grant funding for early stages companies, 9 years - current.

Colorado Photonics Industry Association, Co-Founder, Officer, and Board Member, 20+ years, current.

Adams County Education Consortium, participant in ACEC meetings, 8 years, current.

Economic Development Council of Colorado, Board Member, 4 years.

Colorado Blueprint Committee, Served on multiple ad hoc committees/groups for the Colorado Blueprint Bottom-up strategic planning process for the Governor's Office of Economic Development, 2 years.

Northwest Denver Business Partnership, Board Member, 2 years.

Broomfield Economic Development Corporation, Board Member, 3 years.

Renewable and Sustainable Energy Institute (RASEI) at University of Colorado, Affiliate, 3 years.

School Accountability Committee, The Academy of Charter Schools, Committee Chair, 3 years.

USA PPTA - Founder, President of certification trade association for platform tennis instructors, 5 years.

APTA - National Board Member, Platform tennis governing body, 13 years.

USPTA - National Executive Committee (2 years), Divisional Board Officer/Committee Chair 20+ years, USPTA National Platform Tennis Committee, 3 years.

American Marketing Association, Officer, 1 year, member 20 years.

Net Results, Charter Board Member, After-school program for at-risk children, 1 year.

Professional Recognition

Colorado Photonics Industry Association Founder's Award, contributions to the Colorado Photonics Industry, 2006.

NAMTAC (UEDA) Project of the Year, development of the Colorado photonics cluster.

USPTA Intermountain Division, Professional of the Year, contributions to the tennis profession in Intermountain Region, 1993.

CTA - Clyde Rogers Award, contributions to recreational tennis in Colorado, 1991.

USPTA Master Professional, ongoing contributions to the tennis profession, 1991.

State of Colorado, Technology Transfer of the 1980's, contributions of Tamarron Energy Task Force to energy conservation, 1984.

U.S. Department of Energy, Technology Transfer of the 1980's, contributions of Tamarron Energy Task Force to energy conservation, 1984.

Presentations

"Momentum and Headwinds - Colorado Economy," 35-minute presentation for Castle Rock Economic Development Corporation, January 2022.

"State of Colorado Economy," 12-minute webinar panel presentation for Colorado Cooperative, December 2021.

"State of Colorado Economy," 12-minute webinar panel presentation for Colorado Cooperative, December 2020.

"Position Your Business for the Economic Recovery," 45-minute webinar (Zoom) panel for members of Adams County Regional Economic Partnership, April 2020.

"The Colorado Economy," 30-minute presentation to members of Financial Planning Association of Colorado, January 2020.

"Legislation and the Colorado Economy," 60-minute panel discussion to members of the Castle Rock Chamber of Commerce, June 2019.

"Colorado Economy and Employment Data Through March 2017," 40-minute presentation to presidents and officers of Colorado First Bank, May 2017.

"Colorado Economic Update - Focus on Manufacturing," 35-minute presentation to the Colorado Advanced Manufacturing Association, March 2017.

"Colorado Economic Forecast 2017 - Just the Facts!" 40-minute presentation to the Larimer County Workforce Board, February 2017.

"Colorado and Boulder Economic Update," 45-minute presentation to Boulder Area Human Resource Association, June 2015.

"Realities of U.S. and Colorado Economies," 30-minute presentation to Board of Directors, Longmont Area Economic Council, Longmont, CO, June 2013.

"Review of U.S. and Colorado Economies," 20-minute presentation to the membership, Brighton Economic Development Corporation, Brighton, CO, May 2013.

"Colorado Economic Outlook 2013," One-hour presentation to the Colorado Technical Recruiters' Network - Southern Metro area, monthly meeting, Englewood, CO, May 2013.

"Colorado Economic Outlook 2013," One-hour presentation to the Colorado Technical Recruiters' Network - Northern Metro area, monthly meeting, Broomfield, CO, May 2013.

"Colorado Industries, Occupations, And Completions Workforce Supply and Demand", 45-minute presentation to the Colorado Commission on Higher Education, Denver, CO, February 2013.

"Broomfield Economic Development Corporation Employment Update," 30-minute presentation for BEDC, April 2012.

"Industries and Occupations Transforming the Northern Colorado Economy." 45-minute presentation for the Larimer County Workforce Board, Annual Business Summit, Loveland, CO, February 2012.

"Colorado Economic Forecast 2012," One-hour presentation to the Colorado Technical Recruiters' Network - Southern Metro area, monthly meeting, Englewood, CO, February 2012.

"Colorado Economic Forecast 2012," One-hour presentation to the Colorado Technical Recruiters' Network - Northern Metro area, monthly meeting, Broomfield, CO, January 2012.

"State of Manufacturing in Colorado." One-hour presentation to the Adams County Economic Development Membership, Annual Meeting, Westminster, CO, November 2011.

"Colorado -State of the Economy." One-hour presentation to Adams County Education Consortium, Westminster, CO, October 2011.

"Midyear Economic Update: Implications for the IT and Mobile Industries," 45-minute presentation to Rocky Mountain Information Managers Association, Denver, CO, August 2011.

"Colorado Economic Review," One-hour presentation to the Colorado Rural Workforce Consortium Workforce Investment Board Annual Conference, Vail, CO, June 2011.

"Colorado and Boulder Economic Update," 45-minute presentation to Boulder Area Human Resource Association, June 2011.

"Why Photonics Matters to the Colorado Economy," 45-minute presentation to Colorado Photonics Industry Association, Boulder, CO, May 2011.

"The Rocky Colorado Economy." 30-minute presentation to the Broomfield Economic Development Corporation, Broomfield, CO, September 2010.

"Where is the Colorado Economy Headed?" Two 35-minute presentations to the Castle Rock Economic Development Corporation, Castle Rock, CO, July 2010, and June 2011.

"Colorado's Economy - Economic Drivers of the Economy." Three-hour presentation to loan officers at Guaranty Bank discussing how to use research and data to better understand their client's markets, Longmont, CO, March 2010.

"Colorado Data Mining Project - Jobs and Occupations" - Nine 45-60-minute presentations were made to Colorado Workforce Centers across the state, as well as the state conference, June - November 2009.

"Colorado Labor Trends," 35-minute presentation to Career Theories classes, Boulder, CO, April 2009.
"Colorado Economic Forecast," 1-hour presentation to Fifty for Colorado, Boulder, CO, January 2009.

"Forecast Accuracy – Colorado Business Economic Outlook," chaired panel discussion on forecast accuracy and made 20-minute presentation of working paper at AUBER annual conference, Bellingham, WA, October 2008.

"Boulder's Economic Drivers," 25-minute presentation at the Boulder Economic Summit on industry sectors and clusters that drive the Boulder economy, May 2008

"Advanced Technology in Colorado and Boulder County," 30-minute presentation to Longmont Area Economic Council Board of Directors, May 2007.

"Advanced Technology in Colorado and Boulder County," 30-minute presentation to Boulder County Workforce Development Board, May 2007.

"Impact of Federal Facilities on Denver Metro Area," 30-minute presentation to Denver Federal Board, Denver, CO, March 2007.

"Colorado's Nanotechnology Roadmap," 30-minute presentation to CORE and DABE, Denver, CO, presentations made in December 2006 and February 2007.

"Colorado's High-Tech Economy," 45-minute presentation to Fifty for Colorado Technology session, Boulder, CO, October 2006.

"Unveiling Colorado's Nanotechnology Roadmap," 30-minute presentation to announce the strategic plan for nanotechnology in Colorado as part of the Governor's Tech Week, Denver, CO, September 2006.

"The Future of the Electronics Industry in Colorado," 45-minute presentation to Rocky Mountain Chapter of IMAPS, Louisville, CO, September 2005.

"Colorado Microenterprise Analysis," 15-minute panel presentation at Colorado MicroCredit Conference, September, 2005.

"Are We Technically Ready?" 45-minute presentation at The Business of Emerging Technologies Conference, Aurora, CO, May 2005.

"Overview of the Boulder Economy," 30-minute presentation to the Boulder Valley Comprehensive Plan Task Force, Boulder, CO, January 2005.

"The Impact of the Department of Commerce Federal Labs on the City of Boulder, Boulder County, and Colorado," 15-minute presentation to the Boulder City Council, Boulder, CO, July 2002.

"What's the Point of it All? – Finding the Illusive Point," one-hour presentation on probability theory relative to tennis scoring, 2000 USPTA World Conference, Phoenix, AZ, September 2000.

"Colorado Sees the Light – Providing Support for the Colorado Photonics Industry," a 30-minute presentation on the formation of CPIA, 1999 NAMTAC Conference, Washington, D.C., March 1999.

"What's the Point of it All? Applications of Markovian Chain Theory," 10-minute presentation on sports applications of Markovian Chain Theory, 1999 USPTA Regional Convention, Denver, CO March 1999.

"Projecting and Managing a Special Project Budget," The USPTA Guide to Country Club Operations, 1989, 1996, 2003.

"Selecting the Right Person for Your Situation," 15-minute presentation for RJ Reilly Symposium, South Salem, NY, October 1988.

"Promoting Special Events," 15-minute presentation for RJ Reilly Symposium, South Salem, NY, October 1988.

Publications

The following list includes a portion of the projects, competitive analyses, or assessments in which Gary Horvath was the primary investigator or significant contributor to the study.

Publications (Published Regularly)

Colorado Business Economic Outlook prepared annual forecast booklet, presentation, and speech, as well as 30 to 50 presentations throughout the year, 1996 to 2010.

Colorado Business Review, Technical Advisor and Contributor, 1997 to 2010.

Colorado Photonics Directory and Industry Analysis, Editor, September 2006-2007, September 2004-2005, September 2002-2003, June 2000-2001, June 1998, June 1997.

Colorado Directory of Manufacturing, Editor, 2000.

Advanced Technology

A Roadmap for Nanotechnology in Colorado.

Homeland Security Research in Colorado.

Impact of the Aerospace Industry on Boulder County.

CCHE TAG Evaluation (CUBAC).

Summary of Findings for Public Sector Multi Use Network Project.

Economic Impact for Colorado Companies, A Survey of Colorado SBIR Award Winners.

University-Industry Seed Grant Program completed three years.

Colorado Technology Survey – Company Development and Plans Needs.

Colorado Technology Survey – Research Related Information.

Agriculture

Impact of the National Western Stock Show on Colorado.

The Impact of a Proposed Cheese Factory on Yuma County.

Impact Study of the Hog Industry on Yuma County.

Blog - Research and the Real World

Prepared a blog for the CU BRD three times a month about the Colorado economy and research conducted by group, 1 year.

Construction

Colorado's Construction Industry - Impact Beyond the Hammers and Nails

Competitive Analysis of Cement Industry.

Economic Development

(Confidential – multiple organizations) Regional Competitive Data Analysis

Broomfield City and County Economic Base Analysis.

US Enterprise Zone Benchmarks.

Incentivize Success.

Economic and Fiscal Impact of the Proposed Job Creation Program on the State of Colorado.

Economic Drivers: City of Boulder, Boulder County, Colorado.

Mayor's Office of Economic Development and International Trade Performance Survey.

(Confidential) Bank Market Feasibility Study.

Entrepreneur Resource Program Review, September, completed 2 years.

Impact Study of IBM on Rochester Minnesota.

Impact Study of IBM on Boulder County and Colorado.

Economic Performance

cber.co monthly economic reviews July 2010 to current.
cber.co Colorado Economic Forecast 2012 to current.
cber.co Analysis of Colorado and U.S. Gross Domestic Product by Sector Through 2012.
cber.co Why the Weak Recovery?
cber.co State and Federal Data Sets.
cber.co Are We Better Off Now Than We Were Four Years Ago?
cber.co Analysis of Colorado Gross Domestic Product, 1997 to 2011.
cber.co Real GDP and Colorado Employment Analysis
cber.co The Colorado Economy Ten Years After September 11, 2001.
Accuracy of the Colorado Business Economic Outlook Forecast.

Entrepreneurships/Startups

cber.co Where's the Startups?

Federal Facilities

CO-LABS Economic Impact Study: The Impact of Federally Funded Research Laboratories in Colorado.
Impact of Federal Facilities on Denver Metro Area.
Impact of the Federal Laboratories on Boulder County.

Film Industry

Summary of the Impact of Film Incentives on the Colorado Economy and on Public Revenues.
Impact of the Film Industry on Colorado.

Health Care

Hospital Selection Survey.
University of Colorado Faculty and Staff Medical Plans Survey completed 2 years.

Impact Analyses (Mini studies conducted on behalf of EDCC)

(Six studies - Confidential) Impact of Major Company on Colorado County and the State.
Economic Impact of Coal Industry on Yampa-White River Basin.
(Confidential) Economic Impact of Two Projects on a Rural Community.
Economic Impact of Construction Project and Operations of Columbine Middle School
Economic Impact of Recreation Facility on Estes Park Colorado.
Economic Impact of Retail Project in Yuma County.
(Confidential) Economic Impact of Retail Project on Rural Community.

Manufacturing

cber.co 2013 Colorado Manufacturing Review (mini report).
cber.co Manufacturing Review Through 2012 (mini report).
(Confidential) Company/Industry Economic Impact Analysis
Colorado Manufacturing 2011.
Mid-America Manufacturing Technology Center Marketing Assessment.
The Colorado Manufacturing Competitiveness Planning Project Focus Group Report.

Non-Profits

Economic Impact Analysis of the Broomfield United Methodist Church.

Research Projects (Completely Regularly)

Impact of the Colorado International Trade Office completed 15 years.
Colorado Business Leaders Confidence Index Series completed 7 years.
Boulder County Leading Economic Indicator Series completed 9 years (CU), 1+ year.
Topical Analyses for Fifty for Colorado Program completed 3 years.

Renewable Energy

Renewable Energy Tourism Initiative (RETI).
Impact Study of the Renewable Energy Industry on Colorado.

Retail

Satisfaction and Retail Sales Leakage Analysis - Fort Morgan and Morgan County.
Fiscal and Economic Impact Analysis of Home Depot on the City of Longmont.
Economic Impact of Parker Days on the City of Parker, Colorado.

State Economy

Colorado Data Mining Project.
Analysis of Microenterprise Business Segment in Colorado.
Colorado's Economic Opportunities: Today, Tomorrow, and the Future.
Long Term Prospects for the Denver Metro and Colorado Economies.
Technology, Innovation, and Economic Growth in Colorado.

Technologies

Market Assessment for Electronic Lead Monitor.
Market Assessment for Magnetic Resin Recovery and Removal Process.
Market Assessment for Phi-Theta Precision Gage.
Market Assessment for Non-Contact Contour Precision Gage.
Market Assessment for Precision Contour Gage.
Market Assessment for X-Z Theta Cutting Method.
Market Assessment for Pneumatic Tube Conveyance Systems.
Market Assessment for Vortex Chip Handling System.
Market Assessment for Robot Tool Exchange System.
Market Assessment for Binary Phase Diagram Software.

Tourism

Survey of Visitors to the Colorado Welcome Centers.
Off-Leash Area User Study: Cherry Creek State Park and Chatfield State Park.
A Survey of Colorado Recreation Trends, Issues, and Needs.
Economic Impact of the Arts on Aspen and Snowmass.

University Programs

Perceptions of the University of Colorado (by alumni, private sector, business leaders, and guidance counselors).
Survey of President's Club and Chancellor's Society Donors.
Needs Assessment for the University of Colorado at Boulder Alumni Association.

Workforce

Larimer County Industries and Occupations Project - Transforming Northern Colorado.

Workforce Data Mining Project.

Workforce Boulder County: Business Process Mapping.

Summary of Findings for Workforce Boulder County Awareness Project.

Older Worker Profile in Regions 9 and 10.

From: [Jennifer Vecchi](#)
To: [Jason Bradford](#); [Collin Mieras](#)
Cc: [Helen Migchelbrink](#); [Christine Mikell](#); [Jeremy Call](#)
Subject: FW: Property Tax Estimate
Date: Friday, December 2, 2022 8:40:46 AM

Good morning Jason,

At my request, Michael Krueger, Property State Specialist III, within the State Assessed Properties & Appraisal Standards Department at DOLA, has reviewed the Sugar Beet Solar fiscal analysis titled, *Selected Fiscal Implications for the Town of Mead, Colorado – Revised October 2022*, as well as, the numbers calculated within the state template that provided the basis for the analysis. Please see his comments below. Thank you.

Jennifer

From: Krueger - DOLA, Michael <michael.krueger@state.co.us>
Sent: Thursday, December 1, 2022 10:35 PM
To: Jennifer Vecchi <Jennifer@vecchiassociates.com>
Subject: Property Tax Estimate

Hello Jennifer,

As a follow up to our conversation, below is some additional information concerning solar farm assessment and some conclusions based on a review of the provided tax factor template for the proposed solar energy facility near the Town of Mead.

To begin with, any renewable energy facility with a nameplate capacity of greater than 2 MWac, is considered a state assessed public utility. As such, our office would be responsible for the valuation of this facility if/when it is constructed. I am the state expert on renewable energy assessment and personally perform the valuations for facilities like the one being proposed.

There are no statewide property tax exemptions for utility-scale solar farms. There are some exemptions for smaller scale photovoltaic systems (such as those on residential property) but I am not aware of any exemption that would affect a facility of this size. Local governments may enact incentive payments or property tax rebates under certain circumstances but those would be decided and administered by each individual taxing entity.

In terms of the template itself, the purpose of the template is to provide an estimate of the value of the renewable energy facility and an estimate of the property taxes paid over a thirty-year period. All state assessed renewable energy facilities are valued under the statutory guidelines in § 39-4-102, C.R.S. While I cannot confirm whether or not the annual production factors (the main inputs on the spreadsheet) are accurate, the numbers provided look reasonable based on comparable solar facilities in the state. Assuming these numbers are correct, the tax factor template appears to be correctly calculating the estimated value and taxes as intended.

Please let me know if you have any additional questions or concerns.

Sincerely,

Michael Krueger
Property Tax Specialist III
State Assessed Properties & Appraisal Standards



D 303-864-7792 | M 303-864-7777 | F 303-864-7799
1313 Sherman St., Suite 419, Denver, CO 80203
michael.krueger@state.co.us | cdola.colorado.gov/property-taxation

Need to schedule a meeting with me? You can view my availability and schedule a meeting here: <https://zcal.co/mkrueger>

Under the Colorado Open Records Act (CORA), all messages sent by or to me on this state-owned e-mail account may be subject to public disclosure.



COLORADO
Department of Local Affairs
 Division of Property Taxation

2022 Renewable Template for Estimating Property Taxes for Qualified State Assessed Renewables
FOR PROJECTS PLACED IN SERVICE ON OR AFTER JANUARY 1, 2021

State of Colorado - State Assessed Properties

INSTRUCTIONS: (the form is pre-populated to indicate continued integrity of the formulas)

Please complete what is highlighted in Yellow

Annual Factors

Rated Plant Capacity (incl. storage)	44.1	MW (AC)
Annual Production	100,565	MWh
Annual Capacity Factor	29%	%
Energy Price (PPA)	\$55	\$/MWh
Energy Price Escalation Factor (PPA)	0.00%	% per year
Projected Gross Revenue	\$5,521,008	MWh x price
2021 Mill Levy (decimal)	0.011522	11.5220
Capital Cost Threshold	\$640	\$/kW
Non-renewable Equiv. Capital Cost	\$28,224,000	w/o intertie line
Intertie Line Included in the Unit?	yes	new = yes
Intertie Line	\$150,000	fixed cost

2022 Colorado Capital Cost Thresholds

The capital cost thresholds are the non-renewable equivalent costs developed each year in accordance with §39-4-102, C.R.S. The cost thresholds are contained in the table to the right. The full history of the cost thresholds is available on the Division's website.

2022 Delivery Capital Cost Threshold

Intertie lines are not part of the capital cost threshold table. Projects in service after 1/1/2012 have the Division's non-renewable equivalent cost of \$70,000 added to the capital cost threshold each year.

Other Important Information

The projected property tax is estimated as levelized, but will fluctuate each year with the comparable non-renewable energy cost and other variables.

The nameplate of on-site battery storage connected to the grid should be added to the total nameplate for the facility and valued together.

Have questions? Call Michael Krueger at 303-864-7792.

Capacity Factor = (Annual Production) ÷ (Capacity × 8,760 hours per year).

Annual Production = (Capacity Factor) × (Capacity × 8,760 hours per year).

Unhide the missing rows (25-55) to see the depreciating cost basis annual estimated property tax payments, which are converted into level payments below.

Benchmark Calculations

30 Year Projected Property Tax

	Non-Renewable Comparable Cost Basis	Depreciation Factor	Depreciated Value	Assessment Rate	Projected Assessed Value	Prior Year's Mill Levy %	Projected Property Tax	Intertie Line	Total Projected Property Tax
Year 1	\$ 28,224,000	95%	\$26,812,800	29.00%	\$7,775,712	1.1522%	\$89,592	\$476	\$90,068
Year 2	\$ 28,224,000	90%	\$25,401,600	29.00%	\$7,366,404	1.1522%	\$84,876	\$451	\$85,327
Year 3	\$ 28,224,000	85%	\$23,990,400	29.00%	\$6,957,216	1.1522%	\$80,161	\$426	\$80,587
Year 4	\$ 28,224,000	80%	\$22,579,200	29.00%	\$6,547,968	1.1522%	\$75,446	\$401	\$75,847
Year 5	\$ 28,224,000	75%	\$21,168,000	29.00%	\$6,138,720	1.1522%	\$70,730	\$376	\$71,106
Year 6	\$ 28,224,000	70%	\$19,756,800	29.00%	\$5,729,472	1.1522%	\$66,015	\$351	\$66,366
Year 7	\$ 28,224,000	65%	\$18,345,600	29.00%	\$5,320,224	1.1522%	\$61,300	\$326	\$61,625
Year 8	\$ 28,224,000	60%	\$16,934,400	29.00%	\$4,910,976	1.1522%	\$56,584	\$301	\$56,885
Year 9	\$ 28,224,000	55%	\$15,523,200	29.00%	\$4,501,728	1.1522%	\$51,869	\$276	\$52,145
Year 10	\$ 28,224,000	50%	\$14,112,000	29.00%	\$4,092,480	1.1522%	\$47,154	\$251	\$47,404
Year 11	\$ 28,224,000	45%	\$12,700,800	29.00%	\$3,683,232	1.1522%	\$42,438	\$226	\$42,664
Year 12	\$ 28,224,000	40%	\$11,289,600	29.00%	\$3,273,984	1.1522%	\$37,723	\$200	\$37,923
Year 13	\$ 28,224,000	35%	\$9,878,400	29.00%	\$2,864,736	1.1522%	\$33,007	\$175	\$33,183
Year 14	\$ 28,224,000	30%	\$8,467,200	29.00%	\$2,455,488	1.1522%	\$28,292	\$150	\$28,442
Year 15	\$ 28,224,000	25%	\$7,056,000	29.00%	\$2,046,240	1.1522%	\$23,577	\$125	\$23,702
Year 16	\$ 28,224,000	20%	\$5,644,800	29.00%	\$1,636,992	1.1522%	\$18,861	\$100	\$18,962
Year 17	\$ 28,224,000	20%	\$5,644,800	29.00%	\$1,636,992	1.1522%	\$18,861	\$100	\$18,962
Year 18	\$ 28,224,000	20%	\$5,644,800	29.00%	\$1,636,992	1.1522%	\$18,861	\$100	\$18,962
Year 19	\$ 28,224,000	20%	\$5,644,800	29.00%	\$1,636,992	1.1522%	\$18,861	\$100	\$18,962
Year 20	\$ 28,224,000	20%	\$5,644,800	29.00%	\$1,636,992	1.1522%	\$18,861	\$100	\$18,962
Year 21	\$ 28,224,000	20%	\$5,644,800	29.00%	\$1,636,992	1.1522%	\$18,861	\$100	\$18,962
Year 22	\$ 28,224,000	20%	\$5,644,800	29.00%	\$1,636,992	1.1522%	\$18,861	\$100	\$18,962
Year 23	\$ 28,224,000	20%	\$5,644,800	29.00%	\$1,636,992	1.1522%	\$18,861	\$100	\$18,962
Year 24	\$ 28,224,000	20%	\$5,644,800	29.00%	\$1,636,992	1.1522%	\$18,861	\$100	\$18,962
Year 25	\$ 28,224,000	20%	\$5,644,800	29.00%	\$1,636,992	1.1522%	\$18,861	\$100	\$18,962
Year 26	\$ 28,224,000	20%	\$5,644,800	29.00%	\$1,636,992	1.1522%	\$18,861	\$100	\$18,962
Year 27	\$ 28,224,000	20%	\$5,644,800	29.00%	\$1,636,992	1.1522%	\$18,861	\$100	\$18,962
Year 28	\$ 28,224,000	20%	\$5,644,800	29.00%	\$1,636,992	1.1522%	\$18,861	\$100	\$18,962
Year 29	\$ 28,224,000	20%	\$5,644,800	29.00%	\$1,636,992	1.1522%	\$18,861	\$100	\$18,962
Year 30	\$ 28,224,000	20%	\$5,644,800	29.00%	\$1,636,992	1.1522%	\$18,861	\$100	\$18,962
Based on Depreciating Non-Renewable Cost Basis:					Total Tax Paid Over		Annual Levelized		
Thirty Year Assessed Value Total Estimate					30-years	\$1,137,700	Equivalent	\$37,923	

	Annual Energy Production (MWh)	Energy Price Assumption	Gross Energy Revenue	Tax Factor*	Actual Value	Assessment Rate	Assessed Value	Prior Year's Mill Levy %	Projected Property Tax Payment
Year 1	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Section b, Item i.	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923

Year 4	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 5	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 6	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 7	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 8	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 9	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 10	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 11	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 12	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 13	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 14	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 15	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 16	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 17	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 18	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 19	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 20	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 21	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 22	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 23	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 24	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 25	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 26	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 27	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 28	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 29	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 30	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
PROJECTED 30-YEAR PROPERTY TAX REVENUE (income basis)									\$1,137,700

* Tax Factor: Equivalent to a gross income multiplier without income from renewable energy income tax credits.

Colorado Threshold Rate History 2014-2022 For State Assessed Qualified Renewable Energy Facilities										
Nameplate MWac	Nameplate kWac	2014	2015	2016	2017	2018	2019	2020	2021	2022
0.000 - 2.000	0 - 2,000	\$1,089	\$1,098	\$1,128	\$1,182	\$1,227	\$1,248	\$1,267	\$511	\$560
2.001 - 5.000	2,001 - 5,000	\$844	\$845	\$916	\$986	\$1,048	\$1,103	\$1,146	\$511	\$560
5.001 - 10.000	5,001 - 10,000	\$738	\$740	\$799	\$859	\$912	\$964	\$1,001	\$511	\$560
10.001 - 50.000	10,001 - 50,000	\$552	\$553	\$577	\$600	\$621	\$635	\$645	\$638	\$640
50.001 - 100.000	50,001 - 100,000	\$435	\$436	\$547	\$479	\$499	\$511	\$518	\$514	\$506
>100.001	>100,001	\$388	\$376	\$371	\$368	\$354	\$342	\$334	\$328	\$319

Note: For tax years 2022 and 2023, the assessment rate for renewable energy facilities is 26.4% rather than 29%.

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<= changed from the state's spreadsheet to reflect the assumed end of the temporary reduction in assessment rates.

1,327,316 Total for 40-yr

TOWN OF MEAD RESIDENTIAL DEVELOPMENT STATUS AND PROJECTED BUILDOUT (November, 2022)		
CURRENT PROJECTS		
Approved/Under Construction	Total Number of Lots	Total Number of Lots Left
Lakeside Canyon	223	48
The Highlands	203	72
Range View	73	73
Red Barn	454	454
Total	953	647
Entitled (Haven't Started Construction)	Total Number of Lots	
Waterfront Filing No. 1	391	
Mead Place	311	
Meadow Ridge	361	
Total	1063	
Under Review	Total Estimate (low-end)	Total Estimate (high-end)
Waterfront (remaining property)	1409	1409
Meadow Ridge (remaining property)	309	309
Turion	2600	2600
Buffalo Highlands	375	750
Total	4693	5068
Pre-apps	Total Units	
Welker Farms	400	
Livano at Foster Ridge	330	
Total	730	
Projects that may start again		
Grand Meadow	373	
Mead Village	395	
Total	768	

Projected Buildout of Residential Lots at Low, Medium, and High Building Permits (BP)/Year ratios				
Entitlement Status	Number of Lots	Low Scenario (150 BP/year)	Med Scenario (250 BP/year)	High Scenario (350 BP/year)
Approved/Under Construction	647	4.3	2.6	1.8
Entitled	1063	7.1	4.3	3.0
Under Review	4693	31.3	18.8	13.4
Pre-Apps	730	4.9	2.9	2.1
Projects that may start again	768	5.1	3.1	2.2
TOTAL	7901	52.7	31.6	22.6
PROJECTED POPULATION	7901 X 2.8 per household = 22,123 people + existing Town population 6,500 (2022) = 28,623 total population at buildout of current projects			

Nov. 14, 2022

Mead Planning Commission
P.O. Box 626
Mead, CO 80542

RE: Letter of Support for the Sugar Beet Solar Project

Dear Commissioners:

Please accept this letter of support for the Sugar Beet Solar Project, a utility-scale solar project that will generate 40 megawatts (MW) of electricity and include an adjacent 25 MW battery energy storage system.

United Power is fully supportive of solar-plus-storage projects such as this one being planned in Mead. The cooperative has a long history of championing forward-looking, local power resources such as the first community solar garden in Colorado, the largest battery in the state, and a multitude of other advanced technologies.

Although the Sugar Beet Solar Project will interconnect to different utility, we are glad that it is located in the United Power service territory. Unfortunately, due to restrictions under our current wholesale power contract, we are not allowed to commit to using the electricity generated by the project to the benefit of our members. This restriction is one of the many reasons why we will leave our power supplier May 1, 2024. Once freed from this limitation and assuming competitive pricing, we would certainly be pleased to consider locally sourced energy and storage options such as the Sugar Beet Solar Project.

We wish this project much success. Should you have any questions, please do not hesitate to contact me via email at mgabriel@unitepower.com.

Sincerely,



Mark A. Gabriel
President & Chief Executive Officer

cc: Christine Mikell, Principal, Enyo Renewable Energy



Jan. 19, 2023

VIA ELECTRONIC MAIL

Town of Mead
Board of Trustees
441 Third St.
Mead, CO 80542

RE: Letter of Support for the Sugar Beet Solar Project

Dear Mayor Whitlow and Town Board Trustees:

Please accept this letter of support for the Sugar Beet Solar Project, a utility-scale solar project that will generate 40 megawatts (MW) of electricity and include an adjacent 25 MW battery energy storage system.

As expressed to members of the Mead Planning Commission in a letter dated Nov. 14, 2022, United Power is fully supportive of solar-plus-storage projects. The cooperative has a long history of championing forward-looking, local power resources such as the first community solar garden in Colorado, the largest battery in the state, and a multitude of other advanced technologies.

Although this particular project will not interconnect to United Power, we are glad that Sugar Beet Solar is located in the cooperative's service territory. Due to restrictions under our current wholesale power contract, we are not allowed to commit to using the electricity generated by the project at this time. This restriction is one of the many reasons why we will leave our power supplier on May 1, 2024. Once freed from this limitation and assuming competitive pricing, we would certainly be pleased to consider locally sourced energy and storage options such as the Sugar Beet Solar Project.

We wish this project much success and look forward to welcoming it to our service territory. Should you have any questions, please do not hesitate to contact me via email at mgabriel@unitedpower.com.

Sincerely,

Mark A. Gabriel
President & Chief Executive Officer

cc: Mary Strutt, MMC, Town Secretary
Christine Mikell, Principal, Enyo Renewable Energy



Mead High School

Energy Focus & AP Capstone School
Rachael Ayers, Principal

12750 County Road 7
Longmont, CO 80542
720-494-3940
krack_shannon@svvdsd.org

To Whom It May Concern,

I am writing this statement in support of the construction of the ENYO solar array and storage project. As the coordinator of the Mead Energy Academy, I can say that this project would present an amazing learning opportunity for our students.

The Mead Energy Academy is a unique program that helps students develop the knowledge, skills, and passion to pursue a career in energy. One thing that our academy strives for is having opportunities for students to speak with experts, see real-world application of class content, and to have research opportunities in the field of energy. This project would provide all 3 conveniently located within an easy distance from the high school.

Something that has become increasingly obvious through conversations with our other energy partners is the role that energy storage is going to play in the future of sustainability in this country. They felt it was such an important concept for our students to learn they even recommended a new course specifically focussing on storage and the grid. This spring semester will be the pilot semester for this course, and how amazing would it be for students to see the implementation of this project. They would have a chance to observe the entire process from start to finish, providing them a unique experience that not many other students can say they had.

I have spoken with Christine and Anise on multiple occasions and I am very excited about the opportunity to partner with them in the Academy. They have even proposed building an outdoor lab for our students to use. This, again, would provide a unique experience for our students and an opportunity to do real-world research

This project would be an incredible opportunity for the Mead Community and the students of the Mead Energy Academy.

Sincerely,

Shannon Krack

Energy Academy Coordinator, Mead High School

720-494-3940

krack_shannon@svvdsd.org

ALWAYS A MAVERICK!

From: [Helen Migchelbrink](#)
To: [Mary Strutt](#); [Jason Bradford](#); [Lorelei Nelson](#)
Subject: FW: Sugar Beet Solar Farm
Date: Friday, February 3, 2023 6:05:00 AM

From: Pauli Driver-Smith <hollyhockfarms@msn.com>
Sent: Thursday, February 2, 2023 6:27 PM
To: Colleen Whitlow <cwhitlow@townofmead.org>; Chris Cartwright <ccartwright@townofmead.org>; David Adams <dadams@townofmead.org>; Debra Brodhead <dbrodhead@townofmead.org>; Trisha Harris <tharris@townofmead.org>; Chris Parr <CParr@townofmead.org>; Herman Schranz <HSchranz@townofmead.org>
Cc: Helen Migchelbrink <hmigchelbrink@townofmead.org>
Subject: Sugar Beet Solar Farm

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Be especially careful of Word, Excel and Fax attachments.

Dear Town Trustees and Town Staff,

I would like to add our names to those who are in support of the Sugar Beet Solar farm. We believe that it will benefit not only the town, but also our rural, westside community.

Here are some of the reasons that we are in support of this project.

1. This project will bring tax benefits to the town, including a metro tax that the company (but not the residents) will pay to maintain the park, trails, and landscaping that Enyo Renewable Energy has agreed to build. They have also agreed to fence, landscape, and set aside the corner at the intersection of CR 34 and CR 5, as commercial (per the town's wishes).

Not only will the town receive about \$90,000 in tax revenue in just the first year, but over the life of the solar farm, there is a projected \$15 million in total property tax revenue to the town, the schools, library district, conservation districts, and other special districts, plus 34 acres dedicated for the Town's use for community amenities such as trails, a dog park, pickleball courts, and open space.

2. The solar farm will have little to almost zero impact on our already stressed infrastructure, including water, streets, and schools. Our schools are already over capacity, our roads, while improving, need constant maintenance. Water is in scarce supply with even stronger restrictions from the Colorado river coming down the pike. For example, even though we own water shares, we can no longer get enough water to irrigate our land more than once a season, and even then, there is no longer enough water allotment to irrigate the whole farm. At this point, the only thing we can grow is grass hay, and even that struggles.

3. The solar farm will be landscaped to hide the panels and unlike rooftops, are not tall enough to block our amazing views of the mountains. Something that people over and over say are one of the reasons that they love living here.
4. Once the life of this project is over, if the town desires, the land can then be redeveloped into something else, including more rooftops.
5. The town has already approved or is in the process of approving, thousands of more rooftops. Let's keep at least some of the land on the westside somewhat rural.

Helen, you once told me that when people support the solar farm that it is less than a vote for it, as a vote against more rooftops. I respectfully disagree. In a world where climate change is rapidly affecting our lives (check out our latest, skyrocketing heating bills), we as a country, along with the rest of the world, must seriously and quickly move toward green, renewable energy. This can be our little part in the larger process.

Additionally, the town has, or is in the process of approving thousands of more rooftops, yet the residents who live in and around the town consistently say that they want to keep a rural feel to our community. This can be a compromise that we can all live with.

One major objection that I am hearing is that the town does not have in place regulations and guidelines for solar farms. Weld County does have a comprehensive plan, why not adopt some or all of theirs? The town staff has had over a year to look at this, discuss the options, request changes to the plan, and draft regulations. Every account that we have read and/or heard, says that Enyo has bent over backwards to accommodate the town requests and wishes, yet here you are over a year later, unable to make any decisive decisions. Why?

Finally, if we understand this correctly, if the owners are turned down, they will continue with their de-annexation petition. Hopefully, quick approval might stop this process. One way or another, the solar farm will go in, and if you turn this down, the town will lose all the amenities and tax benefits you stand to gain if the project is approved through you.

We have talked to several of my neighbors who agree with us.

Thank you for listening to our concerns and wishes,

Jeff and Pauli Smith
16778 County Road 5, Mead

HIGHLAND LAKE LATERAL DITCH COMPANY

4322 Hwy 66

Longmont, CO 80504

December 1, 2022

TO: the Mead Planning commission and Board of Trustees & Sugar Beet Solar Zoning

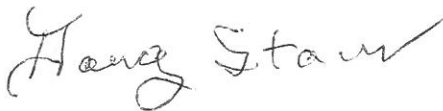
SUBJECT: 202.79 acres of "the subject property" generally located at the northwest corner of Welker Avenue and Weld County Road 5.

The Highland Lake Lateral Ditch Co., (HLL), opposes any and all planned trails and activities along the HLL ditch including the ditch easement which is 30' from the midpoint of the ditch on either side. The HLL cannot allow such activity due to liability and ditch maintenance.

Our insurance liability coverage will not allow such activity as proposed in the plan to "subject property".

Year around maintenance is performed along the ditch and ditch easement and any activity proposed to the "subject property" or any other property in and around the ditch structure cannot be allowed. The activities indicated in the proposal will obstruct any ditch maintenance whether regular or exceptional. Ditch maintenance can and does include 24 hours per day and 365 days per year.

Sincerely,

A handwritten signature in cursive script, appearing to read "Doug Staver".

Doug Staver,
Highland Lake Lateral Ditch Co. Board of Director



Supply Irrigating Ditch Company

P.O. Box 119
Longmont, Colorado 80502-0119
(303) 776-7207

December 5, 2022

Collin Mieras
Office of the Town Clerk,
Mead Town Hall
441 3rd Street
Mead, CO 80542

Via: cmieras@townofmead.org

RE: Zoning Amendment for Sugar Beet Solar Project

Dear Mr. Mieras,

The Supply Irrigating Ditch Company is in receipt of the Notice of Public Hearings regarding the proposed solar project consisting of approximately 202.79 acres at the northwest corner of Welker Avenue and Weld County Road 5.

The Supply Ditch is approximately 40 miles long and has been in existence for a substantial amount of time. The water run in the ditch serves a variety of agricultural entities located within Mead and the surrounding counties. The Supply Irrigating Company has an easement and right of way, established pursuant to Colorado law, for the ditch as it exists in the area described above. That right extends to such areas on either side of the ditch as is reasonable and necessary to operate and maintain as the circumstances dictate.

Common maintenance includes the ability to remove and trim trees and other vegetation which impacts the flow of water, integrity, access, and operations of the ditch. In addition, it is reasonable and common practice to place the material removed from a ditch on or near the banks such that it is clear of the canal and does not impact access.

It is the understanding of the company that the proposed zoning amendment would also include vehicle access and pedestrian walkways within the ditch easement. If true, the Supply Irrigating Ditch Company strongly objects, and absolutely opposes, the use of the ditch easement by any party other than for the operation and maintenance by the ditch company. Please do not include the use of the easement in your review and approval of the reference Notice of Public Hearing.

I appreciate your time and consideration of this response; please do not hesitate to contact me directly with any questions or concerns.

Sincerely,

Angie Swanson
Secretary/Treasurer

CC: Board of Directors
Dan Grant – Dan Grant Bookkeeping
Dan Grant – Dan Grant Bookkeeping

**TOWN OF MEAD, COLORADO
ORDINANCE NO. 1031**

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF MEAD,
COLORADO DENYING THE SUGAR BEET SOLAR PLANNED UNIT
DEVELOPMENT (PUD) OVERLAY/ZONING MAP AMENDMENT**

WHEREAS, in accordance with Section 16-3-160 of the Mead Municipal Code (“MMC”), Sugar Beet Solar, LLC (the “Applicant”) submitted an application to amend the official Town zoning map to rezone certain real property consisting of approximately 202.794 acres more or less, as legally described in **Exhibit 1** attached hereto (the “Property”); and

WHEREAS, the Applicant is the authorized representative of PK Chavez, LLC, and PK Mead, LLC, the fee owners of the Property (“Owners”); and

WHEREAS, the Property is currently zoned Residential Single Family (RSF-4) and General Commercial (GC); and

WHEREAS, the Applicant is proposing to rezone the Property to Residential Single Family (RSF-4) and General Commercial (GC), with a Planned Unit Development (PUD) Overlay, as shown on the Sugar Beet Solar Planned Unit Development (PUD) Overlay/Zoning Map attached hereto as **Exhibit 2** (“PUD”); and

WHEREAS, in accordance with Sections 16-3-160 of the MMC, the Planning Commission held a duly noticed public hearing on November 16, 2022, to review and consider the proposed PUD, which public hearing was continued to December 14, 2022; and

WHEREAS, following the conclusion of the Planning Commission hearing, the Planning Commission adopted Resolution 12-PC-2022, recommending denial of the PUD to the Board of Trustees; and

WHEREAS, the Board of Trustees opened a duly-noticed public hearing regarding the proposed PUD on December 12, 2022 and continued said public hearing to January 9, 2023, which public hearing was continued to January 30, 2023, and then subsequently continued to April 10, 2023 (at 6:00 p.m. at Town Hall), following the Town being advised that Owners had filed an amended petition for disconnection of the Property from the corporate boundaries of the Town with the Weld County District Court on or about January 27, 2023; and

WHEREAS, the April 10, 2023 public hearing was closed at Applicant’s request; and

WHEREAS, specifically, Applicant requested (as permitted under the Town’s Remote Participation and Remote Meeting Policy) that the conduct of the hearing be suspended until such time as the Board conducts a regular or special meeting at which a quorum will be physically present at the meeting location; and

WHEREAS, following the conclusion of the April 10, 2023 regular meeting, the Town and Applicant determined that the rescheduled hearing would be conducted on May 8, 2023 at 6:00PM at the Town’s Public Works Administration Building; and

WHEREAS, notice of the May 8th hearing has been provided in accordance with applicable provisions of the MMC; and

WHEREAS, the administrative record for this matter includes, but is not limited to, the Town of Mead Land Use Code (including subdivision and zoning amendment regulations), the Town of Mead Comprehensive Plan, all other applicable ordinances, resolutions and regulations, the staff files and reports of the Community Development Director and Town Engineer related to the PUD, any and all submittals by the Applicant and members of the public, and the audio recordings and minutes of both the Planning Commission and Board of Trustee meetings at which this application was considered; and

WHEREAS, the Board of Trustees has determined that the PUD does not satisfy any of the review criteria applicable to amendments to the Town's official zoning map set forth in Section 16-3-160(e) of the MMC, and desires to deny the PUD.

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

Section 1. The above recitals are incorporated herein as findings of the Board of Trustees.

Section 2. The Board finds that the public hearing on the proposed PUD was conducted in accordance with Section 16-3-160 of the MMC.

Section 3. The Board denies the PUD based on a determination that the applicable standards set forth in MMC Section 16-3-160(e) have not been satisfied, as more specifically discussed at the public hearing on the proposed PUD.

Section 4. Effective Date. This Ordinance shall be published and become effective as provided by law.

Section 5. Severability. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the ordinance. The Board of Trustees hereby declares that it would have passed the ordinance including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more part, section, subsection, sentence, clause or phrase is declared invalid.

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 8TH DAY OF MAY, 2023.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor