



BOARD OF TRUSTEES

441 3rd Street, Mead
Monday, July 11, 2022

AGENDA

- I. 5:15 p.m. to 6:00 p.m.
Highland Lake Park Ribbon Cutting
16983 WCR 5
- II. 6:00 p.m. to 10:00 p.m.
REGULAR MEETING

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

1. Call to Order – Roll Call

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

2. Moment of Silence

3. Pledge of Allegiance to the Flag

4. Review and Approve Agenda

5. Staff Report: Town Manager Report

[a.](#) Manager's Report

6. Proclamations

[a.](#) Be Kind (Kindness Week) July 10 - July 17

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 June 27, 2022

[b.](#) June 2022 Aged Receivables

[c.](#) Check Register July 7, 2022

[d.](#) **Resolution No. 47-R-2022** - A Resolution of the Town of Mead, Colorado, Approving the Easement and Right of Way Agreement by and Between the Town and the Little Thompson Water District Related to the Installation of Water Service Improvements at the Town's Public Works Facility, Located at 1341 Weld County Road 34

[e.](#) **Resolution No. 48-R-2022** – A Resolution of the Town of Mead, Colorado, Approving the Second Amendment to Agreement for Professional Services with Ditesco, LLC and Authorizing Execution of

Task Order Nos. 2021-001, 2021-002, 2021-003 and 2021-006 (re Construction Management Services for Public Works Facility, 3rd Street Paving Project and Highland Lake Projects)

- f. **Ordinance No. 1001** – An Ordinance of the Town of Mead, Colorado, Calling for the 2022 Regular Election to Be Held as a Coordinated Election and Delegating Authority to the Town Clerk to Execute a Memorandum of Intergovernmental Agreement with Weld County Regarding the Coordinated Election to Be Held on Tuesday, November 8, 2022

9. Public Hearing

- a. Access 25 Metropolitan District Nos. 1-6 (Public Hearing continued from 06/27/2022)

- i. **Resolution No. 49-R-2022** - A Resolution of the Town of Mead, Colorado, Conditionally Approving the Service Plan for Access 25 Metropolitan District Nos. 1-6, Authorizing Execution of the Intergovernmental Agreement between the Town and the Districts, and Authorizing the Execution of the Assignment of the License and Easement Agreement Between the Town and the Districts

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

11. Elected Official Reports

- a. Town Trustees
- b. Mayor Whitlow

12. Community Development

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: July 11, 2022

SUBJECT: Town Manager Report

- The first Meet, Greet and Eat was held June 28th at The Highlands neighborhood park. The next one is scheduled for July 26th at Sorrento. This is a great opportunity for the Trustees to meet with the residents of Mead and discuss any concerns.
- The calendar for developing the 2023 budget is attached. A work session is scheduled with the Board of Trustees for August 29th.
- The 2021 Financial Audit draft was presented to the Board at the June 27 meeting. Staff is still working through edits with CLA for the final draft.
- Boulder Scientific has pledged \$10,000 to The Wall That Heals to provide benches and golf carts for the 4-day event. This is the largest event sponsorship the Town of Mead has received to date.
- Volunteers are still needed to help with The Wall That Heals. Volunteers may sign up for 4-hour slots during the event. Volunteers will assist with traffic control and parking assistance, greeting and directing visitors, looking up names for visitors, education center assistance, and overnight monitors. Volunteer here: <https://bit.ly/wallvolunteer>. The Wall That Heals will be at Founders Park, 2700 Weld County Road 34 1/2, rain or shine. The Wall That Heals is free and open to the public 24-hours a day. The event will close on Sunday, August 21, 2022 at 2 p.m.
- The second tranche of the American Rescue Plan Act disbursement has been received. Mead received a total of \$1,189,136 which is to be used for broadband, infrastructure or other community support.
- Matrix Dog, LLC, hosted a dog agility event as a qualifier for the North American Diving Dogs (NADD) July 7-10 at Tractor Supply, 13778 E I-25 Frontage Rd.
- National Night Out is scheduled for August 2nd as a community event to promote safety and crime prevention. The event will feature live music, safety information and the In-N-Out Burger Cookout Truck.
- The Rockin N Reelin Summer Music and Movies will feature the movie Sing 2 on July 14 and Still They Ride-Journey tribute band on July 21. Here's a link to the full schedule for the summer <https://www.townofmead.org/parksandrec/page/rockin-n-reelin-summer-music-and-movies>
- Mead Municipal Court has a trial scheduled for July 18th and the monthly arraignment is scheduled for July 21st.
- Key projects update:
 - Public Works Facility: The windows have been installed and both United Power and Xcel are moving forward with installing services.
 - Lorin Mead Park at Highland Lake Improvements: The pier project is complete, and an Art in Public Places statue has been installed. Unfortunately, the statue and restroom have already been vandalized. Staff is looking into security cameras and Police have increased patrol.
 - 3rd and Welker Intersection – The IGA with CDOT for the DRCOG TIP funding has been completed. Once a notice-to-proceed is issued by CDOT, staff will be able to utilize the funds.
 - Bean Plant Community Center – Staff reviewed the demolition bid documents and provided comments to the design team. Bid packages for both the final building design and demolition are forthcoming.
- YTD totals for new single family home permits:
 - 2022 YTD 55 SF Permits, 148 Certificates of Occupancy

- Boards and Commissions
 - The Planning Commission will meet next on July 13 and again on July 20. The July 13 meeting will include a training only session. The July 20 meeting will include public hearings for municipal code amendments and the Grand Meadow preliminary plat.
 - The Finance Committee will receive email updates through the summer and will meet again in person this fall to review the 2023 budget.
- Human Resources
 - The Town is advertising open positions using NeoGov recruiting platform <https://www.governmentjobs.com/careers/townofmead>
 - Interviews are underway for Code Enforcement Officer and Finance/HR Clerk. We are seeking a Pavement Management Program Manager to head up the street maintenance program. Offers have been made to a Maintenance Worker I, part time seasonal Maintenance Worker, and 2 Police Officers. A new Police Officer starts with the Town on July 11.
 - Graves Consulting is continuing data gathering for an assessment of the Town's pay and benefit packages. Graves continues to meet with staff. A final report is expected by August.

Community Development

- The QuikTrip Site Plan and Site Plan Agreement are tentatively scheduled to appear before the Board in late July or August.
- Staff is working on the Mead Distribution Center project (in the Raterink subdivision) Site Plan and Site Plan Agreement. Staff will bring these documents to the Planning Commission this summer.
- Staff held interviews for the top three (3) consultants that responded to the municipal facilities master plan RFP. A contract for design consultant will be prepared for BOT consideration.
- The Grand Meadow PUD and Preliminary Plat are in the final steps of the staff review process. Staff expects a Planning Commission Public Hearing this summer and Board of Trustees soon after that.
- Staff is working on several small code amendments that will be brought before the Board this summer. Included are an amendment to the sign code for signs along the highway corridors, revisions to the Sketch Plan/Visioning meeting provisions, provisions for allowing Administrative Relief from some code regulations (small variances).

Public Works and Engineering

- Street maintenance – concrete and asphalt repairs are ongoing. The resurfacing is scheduled for August.
- Staff conducted a pre-construction meeting with National Power Rodding, who will be completing the sewer flushing efforts in July. There will be no impact to residents, and information will be provided through the Town's social media and web outlets.
- Staff provided final comments to the consultant team regarding the 5-year pavement management program and the final report is forthcoming.
- Red Barn Subdivision – CR 13 is closed July 5 through July 11.

Community Engagement

- Mead Messenger-July
- Northern Colorado Caledonia Pipe Band will attend the opening ceremony of The Wall That Heals on August 19. Opening ceremony begins at 6 p.m. and includes American Legion Post 32 Honor guard, speakers, honor bell, and flyover.
- Welcome bags were delivered to 119 new residents in The Highlands, Sorrento, and Vale View.
- Fall soccer and fall volleyball are currently open for registration. Recreation will continue its partnership with Carbon Valley Recreation for volleyball and soccer will be hosted at Liberty Ranch.
- Older Active Adults will be heading to Fort Collins in August. The second trip of the year includes brunch at Ginger & Baker, New Belgium Brewery Tour, and downtown shopping.

Police Department

- Report Attached



MEETING DATE: July 11, 2022

SUBJECT: 2023 Proposed Budget Calendar

PRESENTED BY: Mary Strutt, Town Clerk / Treasurer

DATE	ASSIGNMENT	ACTION
August 1, 2022	Finance	2023 budget sheets to staff
August	Dept Heads	Staff prepare proposed revenue and expenditure work sheets for each fund under their control. Schedule appointment with finance & Town Manager, as needed
August 25, 2022	Weld County	Weld County to certify new assessed and actual values
August 30, 2022	Dept Heads	Budget worksheets due back to finance
August 29, 2022	Board Work Session	Budget Overview: Review 2022, general direction for 2023 and any Board projects
September	Finance / Town Manager	Work with consultant to prepare budget presentation
October 10, 2022	Regular Board Meeting	Proposed budget presented to BOT
October 15, 2022	Clerk	Proposed budget must be presented to BOT per C.R.S. 29-1-105; hearing notices published after presentation
October / November	Board Work Sessions	Scheduled as needed
November	Finance Committee	Finance Committee to review/comment on budget
December 10, 2022	Weld County	County deadline to re-certify assessed values
December 12, 2022	Regular Board Meeting	Public Hearing and Adopt Final Budget
December 15, 2022	Finance	Deadline to certify mill levy to County Commissioners



Mead Police Department

Monthly Activity - June 2022

STAFFING:

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

The Community Service Officer position is vacant.

Officer Patton is in field training.

TRAINING:

Traffic Crash Investigation FARO training 24 hours – Salazar

CPTED training 40 hours - Holmen

MONTHLY STATS:

Total Calls for Service (CFS) = 495 CAD entries in June, resulting in 22 arrests. (May: 542 CFS, 19 arrests)

Traffic Contacts/Complaints/Hazards: 112 total, 62 warnings, 13 citations, 2 DUIs

Crashes: 24 responses, 1 involving DUI

Code: 37 total, 0 citations, 11 warnings (parking, abandoned vehicles, animal, etc)

Alarm Calls: 22 responses

Check Well Being Calls: 14 responses

Fire/Medical Assists: 12 responses

NOTABLE CALLS FOR SERVICE:

Fraud – [REDACTED] Valley Drive – 22ML02539 – 06/02/2022
Attempted fraudulent credit card use.

Identity Theft – Mead – 22ML02532 – 06/02/2022
Victim was notified that accounts were being opened in their name.

DUI – I-25 Southbound mm244 – 22ML02537 – 06/02/2022
Officer responded to report of impaired driver, observed violations and arrested driver for DUI.

Extortion – Mead – 22ML02555 – 06/04/2022
Victim asked to send money to suspect to avoid embarrassment.

Crash / DUI – Hwy 66 / I-25 – 22ML02568 – 06/05/2022
Officer responded to a single vehicle motorcycle crash and arrested driver for DUI.

Assist Other Agency – Platteville – 22ML02574 – 06/05/2022
Officer responded to a disturbance in Platteville to back up their officer.

Assist Other Agency – Platteville – 22ML02588 – 06/05/2022
Assisted Platteville with a welfare check.

Business Check – Mead – 22ML02590 – 06/05/2022
Officers located an open door at a business. Building checked and secured.

Theft – Mead – 22ML02601 – 06/06/2022
Little Thompson Water District reported an alleged theft of water. Investigation showed no evidence of theft.

Sex Offender Registry Violation – [REDACTED] 2nd Street – 22ML02602 – 06/06/2022
Suspect omitted information required by law on registration.

Hit and Run Crash – Hwy 66 / WCR 32 – 22ML02605 – 06/06/2022
Truck struck construction control device, causing damage.

Warrant Arrest – [REDACTED] Hwy 66 – 22ML02625 – 06/07/2022
Driver arrested on active warrant during traffic stop.

Burglary – 3500 block of Settler Ridge – 22ML02631 – 06/08/2022
Residential burglary reported. Under investigation.

Warrant Arrest – I-25 Northbound mm241 – 22ML02635 – 06/08/2022
Driver arrested on active warrant during traffic stop.

Warrant Arrest – 7-11 – 22ML02641 – 06/08/2022
Fugitive arrested on active warrant.

Trespass – 2300 block of Kerry Street – 22ML02671 – 06/09/2022

Witness reported two females in a Subaru attempting to enter homes.

Theft – Park n Ride – 22ML02673 – 06/09/2022

Catalytic converters cut off of cars parking lot.

Assist Fatal Crash – I25 Northbound mm243 – 22ML02725 – 06/13/2022

Officer assisted with extricating persons from the involved vehicles. State Patrol took the report.

Theft – Sorrento subdivision – 22ML2736 – 06/14/2022

Construction materials stolen from construction sites.

Narcotics – I25 Northbound mm243 – 22ML02753 – 06/15/2022

Traffic stop for registration violation and resulted in drug arrest.

Warrant Arrest – Foster Ridge Dr / Hwy 66 – 22ML02761 – 06/15/2022

Driver arrested on active warrant during traffic stop.

Crash – Hwy 66 / WCR 7 – 22ML02771 – 06/15/2022

Two vehicle injury crash.

Warrant Arrest – I25 Southbound / WCR 34 – 22ML02772 – 06/15/2022

Driver arrested on active warrant during traffic stop.

Theft – Silver Fox Ct – 22ML02783 – 06/16/2022

Assist to Adult Protection, refused to prosecute.

Harassment – 9th Street – 22ML02797 – 06/17/2022

Reported harassment, no charges.

Abandoned Vehicle – Hwy 66 mm43 – 22ML02838 – 06/19/2022

The vehicle was towed due to being a traffic hazard.

Warrant Arrest – Kum and Go – 22ML02850 – 06/20/2022

Driver arrested on active warrant during traffic stop.

Warrant Arrest – Hwy 66 / Foster Ridge Drive – 22ML02854 – 06/20/2022

Passenger arrested on active warrant during traffic stop.

Welfare Check – 3500 block of Settler Ridge Drive – 22ML02856 – 06/20/2022

Juvenile checked on.

Crash – Adams Ave / I-25 Frontage Road – 22ML02859 – 06/21/2022

Single vehicle non-injury crash.

Warrant Arrest – 7-11 – 22ML02878 – 06/22/2022

Fugitive arrested on active warrant.

Traffic / Suspicious Activity – Hwy 66 / I-25 – 22ML02882 – 06/23/2022

Officer stopped truck and trailer hauling pallets late at night.

Theft – 4 Rivers John Deere – 22ML02886 – 06/23/2022

Two tractors were stolen by unknown suspects.

Crash – Hwy 66 / WCR 9.5 – 22ML02891 – 06/23/2022

Two vehicle injury crash.

Crash – Hwy 66 / WCR 7 – 22ML02894 – 06/23/2022

Two vehicle injury crash.

Warrant Arrest – Kum and Go – 22ML02899 – 06/23/2022

Passenger arrested on active warrant during traffic stop.

Warrant Arrest – Rocky Mountain Saloon parking lot – 22ML02902 – 06/24/2022

Person arrested on active warrant during suspicious vehicle contact.

Domestic Assault – Mead – 22ML02903 – 06/24/2022

Victim reported from the hospital. Suspect arrested on felony charges.

Child Luring – Mead – 22ML02911 – 06/24/2022

Evan PD reported that a suspect in child luring lives in Mead. Under investigation.

Domestic Assault – Mead – 22ML02912 – 06/24/2022

Case under investigation.

Warrant Arrest – Kum and Go parking lot – 22ML02918 – 06/25/2022

Driver arrested on active warrant during traffic stop.

Assist Other Agency – Platteville – 22ML02920 – 06/25/2022

Assisted Platteville with a DUI crash.

Warrant Arrest – I-25 Northbound mm245 – 22ML02930 – 06/26/2022

Driver arrested on active warrant during traffic stop.

Sexual Exploitation of a Child – Mead – 22ML02932 – 06/26/2022

Juvenile was lured into sexual acts via the internet.

Theft – 200 block of 2nd Street – 22ML02933 – 06/26/2022

Gas siphoned out of tank.

Fraud – Mead – 22ML02944 – 06/27/2022

Fraudulent check cashed on victim's account.

Disturbance – [REDACTED] Pinewoods Street – 22ML02948 – 06/27/2022

Reported domestic argument, no charges.

Assist Other Agency – State Patrol – 22ML02949 – 06/28/2022

Assisted State Patrol with a DUI crash on I-25.

Crash – I-25 off-ramp Northbound mm243 – 22ML02958 – 06/28/2022

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

Crash – Hwy 66 / WCR 13 – 22ML02960 – 06/28/2022

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

Juvenile – [REDACTED] Third Street (Bean Plant) – 22ML02985 – 06/29/2022

Juveniles were contacted trespassing in the bean plant building. Warned and parents notified.

Warrant Arrest – I-25 Northbound mm244 – 22ML02989 – 06/29/2022

Driver arrested on active warrant during traffic stop.

Juvenile – Mead – 22ML03000 – 06/30/2022

Runaway juvenile female was located in Mead and returned to parents.

PROCLAMATION

Declaring July 10th – July 17th 2022

Kindness Week

WHEREAS, the Town of Mead is a community that embraces and values kindness; and

WHEREAS, the Town of Mead recognizes the value of acts of kindness that are performed without prompting or reason and how such acts positively impact the person offering kindness, the person receiving the act of kindness and those witnessing; and

WHEREAS, the mission of Kindness Week is to inspire community philanthropy by celebrating, learning, and connecting through kindness and to embrace and recognize kindness as a core value and a priority to build a kinder, more connected community; and

WHEREAS, mental health studies have shown that kindness can increase self-esteem, empathy and compassion, and improve mood; and

WHEREAS, the Town of Mead seeks to cultivate thoughtful and compassionate residents by teaching our youth to make a difference through kindness; and

WHEREAS, all residents of the Town of Mead are encouraged to amend kindness and service through intention and action, thus integrating kindness more regularly into our daily lives;

NOW THEREFORE, BE IT RESOLVED BY the Board of Trustees that July 10th through 17th 2022 is recognized as Kindness Week in the Town of Mead.

Given under my hand and Seal of the Town of Mead, Colorado
On this 11th day of July 2022

Colleen G. Whitlow
Mayor



BOARD OF TRUSTEES

441 3rd Street, Mead

Monday, June 27, 2022

MINUTES

**I. 5:15 p.m. to 6:00 p.m.
MURA Meeting**

**II. 6:00 p.m. to 10:00 p.m.
REGULAR MEETING**

1. Call to Order – Roll Call

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

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

Present

Mayor Colleen Whitlow
Mayor Pro Tem David Adams (virtual access)
Trustee Debra Brodhead
Trustee Chris Cartwright
Trustee Herman Schranz

Absent

Trustee Brooke Babcock
Trustee Trisha Harris

Also present: Town Manager Helen Migchelbrink; Assistant Town Attorney Christiana McCormick; Town Clerk / Treasurer Mary Strutt; Police Chief Brent Newbanks; Town Engineer / Public Works Director Erika Rasmussen; Public Information Officer / Community Engagement Director Lorelei Nelson; Community Development Director Jason Bradford.

Attending via virtual access: members of the public.

2. Moment of Silence

Mayor Whitlow requested the observance of a moment of silence in honor of our country's forefathers and government leaders.

3. Pledge of Allegiance to the Flag

The assembly pledged allegiance to the flag.

4. Review and Approve Agenda

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

5. Staff Report: Town Manager Report

a. Manager's Report

Town Manager Helen Migchelbrink discussed Highland Lake improvements; natural grasses at parks; construction progress.

6. Informational Items

a. 2021 Financial Audit

Sam Hellwege, CliftonLarsonAllen LLP, presented the draft 2021 financial audit.

Lorraine Trotter, Professional Management Systems LLC, discussed the financial statements and the town's financial position.

7. Proclamations

a. Parks & Recreation Month July 2022

Public Information Officer / Community Engagement Director Lorelei Nelson discussed the summer recreation offerings and summer events.

Motion was made by Trustee Cartwright, seconded by Trustee Schranz, to authorize the signing of the Proclamation for Parks and Recreation Month July 2022. Motion carried 5-0, on a roll call vote.

8. Public Comment

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 June 13, 2022
- b. May 2022 Financials
- c. Check Register June 21, 2022
- d. **Resolution No. 45-R-2022** - A Resolution of the Town of Mead, Colorado, Approving an Extension of the Agreement for Professional Services with Loveland Barricade LLC for 2022
- e. **Resolution No. 46-R-2022** - A Resolution of the Town of Mead, Colorado, Approving a Memorandum of Understanding Between the St. Vrain Valley School District RE-1J and the Town of Mead Related to Crossing Guards and Corner Captains
- f. **Ordinance No. 998** - An Ordinance of the Town of Mead, Colorado, Approving Vacation of Certain Easements at 4005 N. Valley Drive
- g. **Ordinance No. 999** - An Ordinance of the Town of Mead, Colorado, Approving with Conditions the Sunstate Subdivision Administrative Plat
- h. **Ordinance No. 1000** - An Ordinance of the Town of Mead, Colorado, Approving with Conditions the Sunstate Site Plan

Motion was made by Trustee Schranz, seconded by Trustee Cartwright, to approve the Consent Agenda. Motion carried 5-0, on a roll call vote.

10. Public Hearing

a. Access 25 Metropolitan District Nos 1-6

- i. Access 25 Metropolitan District Nos 1-6 (“Service Plan”)

Motion was made by Trustee Cartwright, seconded by Trustee Schranz, to open and continue the public hearing on the service plan for Access 25 Metropolitan District Nos. 1-6 to Monday, July 11, 2022 at 6:00 p.m., or as soon as possible thereafter, with the continued public hearing to be conducted at the Mead Town Hall, 441 Third Street in Mead, Colorado. Motion carried 5-0, on a roll call vote.

The public hearing was opened at 6:53 p.m.

11. Public Comment

There was no public comment at this time.

12. Elected Official Reports

- a. Town Trustees

The Trustees discussed Colorado Municipal League Annual Conference which was held June 22nd to June 24th. Topics discussed were emergency management for Public Information Officers, crisis response, grants and funding for water and wastewater improvement projects, the aging population and communicating with citizens.

- b. Mayor Whitlow

Mayor Whitlow discussed Coffee with the Mayor; Meet, Greet and Eat with Trustees scheduled for June 28, and 4th of July Bike Parade.

13. Adjournment

Motion was made by Trustee Cartwright, seconded by Trustee Schranz, 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 7:09 p.m. on Monday, June 27, 2022.

Colleen G. Whitlow, Mayor

ATTEST:

Mary E. Strutt, MMC, Town Clerk

Report Criteria:

Aging by Date

Aged using Payment Date

Customer Number	Name	Balance	Future	Current	Over 30	Over 60	Over 90	Over 120	Over 150
1	St. Vrain Valley School District	2,131.50	2,131.50	-	-	-	-	-	-
45	Mead Development Group, Inc.	2,676.00-	-	-	-	450.00-	-	400.00-	1,826.00-
214	Mead Towne Center	5,620.00	-	-	-	-	-	-	5,620.00
239	Gopher Gulch	502.00-	-	-	-	-	-	-	502.00-
256	Prosper Land & Development LLC	5,424.00	-	3,692.00	1,732.00	-	-	-	-
259	Scannell Properties	15,803.84-	-	-	-	-	-	4,129.72-	11,674.12-
263	Eagle Development	31,294.25-	-	-	-	-	-	-	31,294.25-
270	Highland Development Services Inc	1,213.00-	-	5,347.00-	404.00-	-	-	-	4,538.00
272	Iglesia De Jesucristo	649.00	-	649.00	-	-	-	-	-
277	Front Range Investment Holdings LLC	1,235.00-	-	-	-	1,235.00-	-	-	-
280	Benson Farms - MD	2,430.25-	-	-	-	-	-	-	2,430.25-
282	Agfinity, Inc	990.00	-	990.00	-	-	-	-	-
284	Ziggi's Coffe Headquarters	9,296.50-	-	-	-	-	-	-	9,296.50-
285	Boulder Scientific Company, LLC	3,678.50-	-	-	-	-	-	-	3,678.50-
287	Eagle Development LRMD	1,855.00-	-	-	-	-	-	-	1,855.00-
290	Forestar Real Estate Group	5,174.50	5,174.50	-	-	-	-	-	-
292	BREG Industrial Development	6,449.79	1,647.41	-	-	-	-	4,802.38	-
294	QuikTrip Corp	6,440.77	715.08	1,868.50	1,318.05	470.66	262.60	1,805.88	-
296	Silver Point Development	1,531.02	1,531.02	-	-	-	-	-	-
297	Meadow Ridge Development, Inc	7,707.88	7,707.88	-	-	-	-	-	-
298	Century Land Holdings LLC	6,115.75	6,115.75	-	-	-	-	-	-
299	Lizondo Futbol Academy LLC	2,376.39	262.60	-	-	131.30	-	-	1,982.49
301	BREG Industrial Devel. c/o Broe Real Es	13,506.72	2,100.80	3,672.50	1,945.26	4,055.00	1,733.16	-	-
302	SunCap Property Group	3,058.00	3,058.00	-	-	-	-	-	-
303	Brian Mathews	124.23	-	-	124.23	-	-	-	-
305	Flatirons Inc	358.78	358.78	-	-	-	-	-	-
307	Tharaldson c/o Ventana Capital	13,127.53	7,243.00	5,884.53	-	-	-	-	-
308	Melody Homes Inc.	24,715.11	7,423.75	4,027.20	3,355.25	8,049.25	1,859.66	-	-
313	Sunstate Equipment Co LLC	2,626.00	587.82	-	2,038.18	-	-	-	-
314	Weld Development Company LLC	787.80	853.45	65.65-	-	-	-	-	-
315	Town of Johnstown	351.12	351.12	-	-	-	-	-	-
316	Town of Milliken	351.12	351.12	-	-	-	-	-	-
317	Town of Berthoud	690.87	351.12	-	339.75	-	-	-	-
318	Mead Investor LLc	20.00-	-	-	20.00-	-	-	-	-
320	Lorson South Land Corp c/o Landhuis C	10,276.75-	-	-	10,276.75-	-	-	-	-
324	Town of Frederick	367.14	367.14	-	-	-	-	-	-
Grand Totals:		30,393.93	48,331.84	15,371.08	151.97	11,021.21	3,855.42	2,078.54	50,416.13-

Report Criteria:

Report type: GL detail

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
07/22	07/07/2022	35093	34 9.5 Metropolitan District	2022 TIF RE	20-40-5100	MURA TIF Refund - Tax year 2021	1,750.11
Total 35093:							1,750.11
07/22	07/07/2022	35094	4 Rivers Equipment, LLC	1301623	01-44-5216	Mower parts	128.90
07/22	07/07/2022	35094	4 Rivers Equipment, LLC	1302937	01-44-5216	repairs/maintenance	105.65
Total 35094:							234.55
07/22	07/07/2022	35095	AapexLegal Service LLC	20220326	01-42-5700	Court Transcripts	257.00
Total 35095:							257.00
07/22	07/07/2022	35096	ADAMSON POLICE PRODUCTS	378289	01-42-5254	Uniforms	435.42
07/22	07/07/2022	35096	ADAMSON POLICE PRODUCTS	378295	01-42-5254	Uniforms	8.09
07/22	07/07/2022	35096	ADAMSON POLICE PRODUCTS	INV379546	01-42-5254	Equipment	84.95
07/22	07/07/2022	35096	ADAMSON POLICE PRODUCTS	INV379611	01-42-5254	Equipment	12.95
07/22	07/07/2022	35096	ADAMSON POLICE PRODUCTS	INV379882	01-42-5254	Equipment	76.50
07/22	07/07/2022	35096	ADAMSON POLICE PRODUCTS	INV380120	01-42-5254	Equipment	39.55
07/22	07/07/2022	35096	ADAMSON POLICE PRODUCTS	INV380190	01-42-5254	Equipment	9.85
Total 35096:							667.31
07/22	07/07/2022	35097	ADVANCED AUTO PARTS	12162-70070	01-44-5216	parts	53.18
07/22	07/07/2022	35097	ADVANCED AUTO PARTS	12162-70073	01-44-5216	parts return	2.03
07/22	07/07/2022	35097	ADVANCED AUTO PARTS	12162-70074	01-44-5216	repairs/maint	83.91
07/22	07/07/2022	35097	ADVANCED AUTO PARTS	978438	01-44-5216	Fleet R&M	36.03
Total 35097:							171.09
07/22	07/07/2022	35098	Aimee Brossman	060922	01-40-5705	2022 Q3 Mileage	164.91
07/22	07/07/2022	35098	Aimee Brossman	060922	01-41-5700	5.9.22 Meal for BOT	41.98
07/22	07/07/2022	35098	Aimee Brossman	060922	01-41-5700	6.27.22 Meal for BOT	72.90
Total 35098:							279.79
07/22	07/07/2022	35099	Alerus Retirement Consulting	65194	01-40-5068	FSA Administration	155.00
Total 35099:							155.00
07/22	07/07/2022	35100	AMAZON CAPITAL SERVICES	11YH-WL1W-	01-40-5700	Refund for damaged bike pump	57.45
07/22	07/07/2022	35100	AMAZON CAPITAL SERVICES	13VF-Q7HL-	01-40-5700	Bike pump for Helen	57.45
07/22	07/07/2022	35100	AMAZON CAPITAL SERVICES	17PV-4J7Q-	01-49-5262	Bug spray for town events	46.82
07/22	07/07/2022	35100	AMAZON CAPITAL SERVICES	197T-34Q3-F	01-42-5210	Helmet bags for PD	86.94
07/22	07/07/2022	35100	AMAZON CAPITAL SERVICES	1FV7-PVPL-	01-49-5262	4 th oif July bike parade items	27.99
07/22	07/07/2022	35100	AMAZON CAPITAL SERVICES	1G64-FF74-L	01-40-5700	Bike pump for Helen	57.45
07/22	07/07/2022	35100	AMAZON CAPITAL SERVICES	1K7M-HQWN	01-49-5262	4th of July Bike parade items	437.35
07/22	07/07/2022	35100	AMAZON CAPITAL SERVICES	1T1T-QY7X-	01-42-5200	Tape dispenser for PD	23.40
07/22	07/07/2022	35100	AMAZON CAPITAL SERVICES	1T1T-QY7X-	01-42-5255	Batteries for PD	11.85
07/22	07/07/2022	35100	AMAZON CAPITAL SERVICES	1T1T-QY7X-	01-40-5201	Monitor Arm & Camera for Helen	301.99
07/22	07/07/2022	35100	AMAZON CAPITAL SERVICES	1W6Y-9XYJ-	01-42-5201	Zoom Mtg Light	16.99
07/22	07/07/2022	35100	AMAZON CAPITAL SERVICES	1WJL-KHTY-	01-40-5210	Garbage disposal cleaner/Digi roller for p	22.02
07/22	07/07/2022	35100	AMAZON CAPITAL SERVICES	1WJL-KHTY-	01-47-5201	Digi roller for pool car/ headset and came	44.97

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
07/22	07/07/2022	35100	AMAZON CAPITAL SERVICES	1WJL-KHTY-	01-44-5254	Digi roller for pool car/ headset and came	138.71
Total 35100:							1,216.48
07/22	07/07/2022	35101	AMERICAN PROMOTIONAL EVE	06.28.22	01-02-2308	Refund Deposit	500.00
Total 35101:							500.00
07/22	07/07/2022	35102	Arbor Valley Nursery	INV25135	01-45-5370	Main Park	693.70
Total 35102:							693.70
07/22	07/07/2022	35103	Arborado, LLC	1616	01-45-5371	arbor care	375.00
Total 35103:							375.00
07/22	07/07/2022	35104	ASPHALT SPECIALTIES CO., IN	063022	14-40-5505	3rd St. paving	75,282.73
07/22	07/07/2022	35104	ASPHALT SPECIALTIES CO., IN	063022	14-02-2005	3rd St. paving	3,764.14-
Total 35104:							71,518.59
07/22	07/07/2022	35105	BK Tire	21038	01-42-5216	Vehicle Maintenance	22.00
Total 35105:							22.00
07/22	07/07/2022	35106	Bobcat of the Rockies	15233208	18-40-5500	misc. operating supplies	163.97
07/22	07/07/2022	35106	Bobcat of the Rockies	15233208	01-47-5210	misc. operating supplies	71.97
07/22	07/07/2022	35106	Bobcat of the Rockies	15233208	01-44-5255	misc. operating supplies	123.96
07/22	07/07/2022	35106	Bobcat of the Rockies	15233208	01-44-5254	misc. operating supplies	32.99
Total 35106:							392.89
07/22	07/07/2022	35107	Brakes Plus LLC	1428278892	01-42-5216	Vehicle Maintenance #8 PD	85.29
07/22	07/07/2022	35107	Brakes Plus LLC	1428282975	01-42-5216	Vehicle Maintenance #6 PD	85.29
07/22	07/07/2022	35107	Brakes Plus LLC	148254641	01-42-5216	Vehicle Maintenance #4 PD	2,173.99
Total 35107:							2,344.57
07/22	07/07/2022	35108	CARDMEMBER SERVICE	2504 062622	01-42-5700	Burits Going away - food	115.05
07/22	07/07/2022	35108	CARDMEMBER SERVICE	2504 062622	01-42-5216	Windshield Wipers #8	40.78
07/22	07/07/2022	35108	CARDMEMBER SERVICE	2504 062622	01-42-5216	oil change #9	85.29
07/22	07/07/2022	35108	CARDMEMBER SERVICE	2504 062622	01-42-5700	Lunch Meeting - Records_ operations	47.84
07/22	07/07/2022	35108	CARDMEMBER SERVICE	2504 062622	01-42-5210	BWC Mounts	169.02
07/22	07/07/2022	35108	CARDMEMBER SERVICE	2504 062622	01-42-5210	Breath tubes	47.94
07/22	07/07/2022	35108	CARDMEMBER SERVICE	3448 040522	01-42-5331	NASRO	40.00
07/22	07/07/2022	35108	CARDMEMBER SERVICE	3448 040622	01-42-5331	NASRO	550.00
07/22	07/07/2022	35108	CARDMEMBER SERVICE	3514 6.22	01-40-5700	Ipad case	59.99
07/22	07/07/2022	35108	CARDMEMBER SERVICE	3514 6.22	01-40-5331	Online newspaper subscription -no recei	14.99
07/22	07/07/2022	35108	CARDMEMBER SERVICE	3514 6.22	01-40-5331	Online newspaper subscription - no recei	6.99
07/22	07/07/2022	35108	CARDMEMBER SERVICE	3514 6.22	01-40-5330	ICMA Conference	800.00
07/22	07/07/2022	35108	CARDMEMBER SERVICE	3514 6.22	01-40-5330	CMA Conference Meals	69.73
07/22	07/07/2022	35108	CARDMEMBER SERVICE	3514 6.22	01-40-5330	CMA Conference Meals	5.99
07/22	07/07/2022	35108	CARDMEMBER SERVICE	3514 6.22	01-40-5700	Employee lunch meeting	327.78
07/22	07/07/2022	35108	CARDMEMBER SERVICE	3514 6.22	01-40-5330	CML lodging	412.20
07/22	07/07/2022	35108	CARDMEMBER SERVICE	5590 062622	01-44-5216	Monthly Car wash/ Senior Inspector - No	12.00
07/22	07/07/2022	35108	CARDMEMBER SERVICE	7239 062622	20-40-5700	Agfinity Groundbreaking-ice	4.58

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
07/22	07/07/2022	35108	CARDMEMBER SERVICE	7239 062622	01-49-5700	TWTH Volunteer sign-up	11.99
07/22	07/07/2022	35108	CARDMEMBER SERVICE	7239 062622	01-49-5265	Older active adult coffee out	48.35
07/22	07/07/2022	35108	CARDMEMBER SERVICE	7239 062622	01-49-5260	Rec Background checks	20.00
07/22	07/07/2022	35108	CARDMEMBER SERVICE	7239 062622	01-49-5349	wellness subscription	140.00
07/22	07/07/2022	35108	CARDMEMBER SERVICE	7239 062622	01-49-5236	NNO Outreach products	601.95
07/22	07/07/2022	35108	CARDMEMBER SERVICE	7239 062622	01-49-5260	Rec program-ice	5.78
07/22	07/07/2022	35108	CARDMEMBER SERVICE	7239 062622	01-49-5260	rec program-sand	18.68
07/22	07/07/2022	35108	CARDMEMBER SERVICE	7239 062622	01-49-5260	Graphic design subscription	119.40
07/22	07/07/2022	35108	CARDMEMBER SERVICE	7239 062622	01-49-5331	Messenger newsletter subscription	17.00
07/22	07/07/2022	35108	CARDMEMBER SERVICE	7239 062622	20-40-5700	Agfinity/MURA sign	33.53
07/22	07/07/2022	35108	CARDMEMBER SERVICE	7239 062622	01-49-5260	Town garage sale ad	39.00
07/22	07/07/2022	35108	CARDMEMBER SERVICE	7239 062622	01-49-5261	Community Day attractions	700.00
07/22	07/07/2022	35108	CARDMEMBER SERVICE	7239 062622	01-49-5700	TWTH paid advertising	25.00
07/22	07/07/2022	35108	CARDMEMBER SERVICE	7239 062622	01-45-5210	Native grass jpark signage	1,873.60
07/22	07/07/2022	35108	CARDMEMBER SERVICE	7239 062622	01-49-5262	Concert attractions	300.00
07/22	07/07/2022	35108	CARDMEMBER SERVICE	7665 062622	01-44-5216	wash Mag off truck	11.75
07/22	07/07/2022	35108	CARDMEMBER SERVICE	7665 062622	01-44-5216	wash mag off truck	20.00
07/22	07/07/2022	35108	CARDMEMBER SERVICE	7665 062622	01-45-5370	Summer plants - flower bin	356.81
07/22	07/07/2022	35108	CARDMEMBER SERVICE	7665 062622	01-45-5370	Summer plants - flower bin	243.89
07/22	07/07/2022	35108	CARDMEMBER SERVICE	7665 062622	01-42-5215	Light bulbs	163.07
07/22	07/07/2022	35108	CARDMEMBER SERVICE	7665 062622	01-47-5215	Keys - Bean plant	75.65
07/22	07/07/2022	35108	CARDMEMBER SERVICE	7665 062622	01-42-5215	Light bulbs	10.85
07/22	07/07/2022	35108	CARDMEMBER SERVICE	7665 062622	18-52-5500	Stage cover stakes	45.54
07/22	07/07/2022	35108	CARDMEMBER SERVICE	7665 062622	21-40-5500	material for Highland Lake statue	497.55
07/22	07/07/2022	35108	CARDMEMBER SERVICE	7700 6.2022	01-40-5201	MJT communications - monthly office	699.50
07/22	07/07/2022	35108	CARDMEMBER SERVICE	7700 6.2022	01-41-5841	Groundbreaking	477.85
07/22	07/07/2022	35108	CARDMEMBER SERVICE	7700 6.2022	01-41-5331	Newspaper Subscription	11.99
07/22	07/07/2022	35108	CARDMEMBER SERVICE	7700 6.2022	01-41-5331	Newspaper Subscription	8.00
07/22	07/07/2022	35108	CARDMEMBER SERVICE	7700 6.2022	01-43-5330	CML cancel/refund JB	245.00-
07/22	07/07/2022	35108	CARDMEMBER SERVICE	7700 6.2022	01-41-5700	BOT meeting	75.46
07/22	07/07/2022	35108	CARDMEMBER SERVICE	7700 6.2022	01-40-5205	Postage	8.95
07/22	07/07/2022	35108	CARDMEMBER SERVICE	7700 6.2022	01-40-5205	Postage	17.90
07/22	07/07/2022	35108	CARDMEMBER SERVICE	7700 6.2022	01-40-5205	Postage	17.90
07/22	07/07/2022	35108	CARDMEMBER SERVICE	7700 6.2022	01-40-5205	postage	8.95
07/22	07/07/2022	35108	CARDMEMBER SERVICE	7700 6.2022	01-41-5700	BOT meeting	100.00
07/22	07/07/2022	35108	CARDMEMBER SERVICE	7700 6.2022	01-40-5205	Postage	8.95
07/22	07/07/2022	35108	CARDMEMBER SERVICE	7700 6.2022	01-40-5205	Postage	8.95
07/22	07/07/2022	35108	CARDMEMBER SERVICE	7700 6.2022	01-40-5205	Postage	8.95
07/22	07/07/2022	35108	CARDMEMBER SERVICE	7700 6.2022	01-40-5205	Postage	8.95
07/22	07/07/2022	35108	CARDMEMBER SERVICE	7700 6.2022	01-40-5200	DLX checks	323.43
07/22	07/07/2022	35108	CARDMEMBER SERVICE	7700 6.2022	01-43-5700	DRC Meeting	31.44
07/22	07/07/2022	35108	CARDMEMBER SERVICE	7700 6.2022	01-41-5330	Training AB	800.00
07/22	07/07/2022	35108	CARDMEMBER SERVICE	7700 6.2022	01-40-5205	postage	8.95
07/22	07/07/2022	35108	CARDMEMBER SERVICE	7700 6.2022	01-40-5205	postage	8.95
07/22	07/07/2022	35108	CARDMEMBER SERVICE	7700 6.2022	01-47-5330	CML ER	376.71
07/22	07/07/2022	35108	CARDMEMBER SERVICE	7700 6.2022	01-41-5330	CML DA	376.71
07/22	07/07/2022	35108	CARDMEMBER SERVICE	7700 6.2022	01-40-5205	postage	8.95
07/22	07/07/2022	35108	CARDMEMBER SERVICE	7700 6.2022	01-40-5330	training MS	40.00
07/22	07/07/2022	35108	CARDMEMBER SERVICE	7700 6.2022	01-40-5330	training MS	40.00
07/22	07/07/2022	35108	CARDMEMBER SERVICE	7700 6.2022	01-41-5330	CML CW	376.71
07/22	07/07/2022	35108	CARDMEMBER SERVICE	7700 6.2022	01-41-5330	CML MS	376.71
07/22	07/07/2022	35108	CARDMEMBER SERVICE	7700 6.2022	01-41-5330	CML BB	376.71
07/22	07/07/2022	35108	CARDMEMBER SERVICE	7700 6.2022	01-41-5330	CML HS	376.71
07/22	07/07/2022	35108	CARDMEMBER SERVICE	7700 6.2022	01-40-5201	MJT Comm - Monthly office	712.00
07/22	07/07/2022	35108	CARDMEMBER SERVICE	7700 6.2022	01-43-5700	RFP review	109.48
07/22	07/07/2022	35108	CARDMEMBER SERVICE	7700 6.2022	01-41-5330	CML ML/will bill to Frederick	193.14
07/22	07/07/2022	35108	CARDMEMBER SERVICE	9596 062622	01-42-5216	carwash	10.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
07/22	07/07/2022	35108	CARDMEMBER SERVICE	9596 062622	01-42-5216	carwash	10.00
07/22	07/07/2022	35108	CARDMEMBER SERVICE	9596 062622	01-42-5216	carwash	10.00
07/22	07/07/2022	35108	CARDMEMBER SERVICE	9596 062622	01-42-5216	carwash	10.00
07/22	07/07/2022	35108	CARDMEMBER SERVICE	9596 062622	01-42-5216	carwash	10.00
07/22	07/07/2022	35108	CARDMEMBER SERVICE	9596 062622	01-42-5216	carwash	10.00
07/22	07/07/2022	35108	CARDMEMBER SERVICE	9596 062622	01-42-5216	carwash	10.00
07/22	07/07/2022	35108	CARDMEMBER SERVICE	9596 062622	01-42-5216	carwash	10.00
07/22	07/07/2022	35108	CARDMEMBER SERVICE	9596 062622	01-42-5201	Michelle's subscrption Adobe	14.99
07/22	07/07/2022	35108	CARDMEMBER SERVICE	9596 062622	01-42-5700	Patton first day lunch	20.10
07/22	07/07/2022	35108	CARDMEMBER SERVICE	9596 062622	01-42-5201	Newbank's subscription Adobe	12.99
07/22	07/07/2022	35108	CARDMEMBER SERVICE	9596 062622	01-42-5700	Accidental Purchase/ check submitted by	88.74
07/22	07/07/2022	35108	CARDMEMBER SERVICE	9596 062622	01-42-5210	batteries	6.99
07/22	07/07/2022	35108	CARDMEMBER SERVICE	9596 062622	01-42-5255	Fan for 201 Welker	64.99
07/22	07/07/2022	35108	CARDMEMBER SERVICE	9596 062622	01-42-5216	carwash	10.00
Total 35108:							14,233.31
07/22	07/07/2022	35109	CliftonLarsonAllen LLP	3330219	01-40-5415	2021 Financial Audit	3,110.99
07/22	07/07/2022	35109	CliftonLarsonAllen LLP	3330219	06-40-5415	2021 Financial Audit	1,555.50
07/22	07/07/2022	35109	CliftonLarsonAllen LLP	3330219	20-40-5415	2021 Financial Audit	518.50
Total 35109:							5,184.99
07/22	07/07/2022	35110	COLLEEN WHITLOW	062022	01-40-5705	Mileage - CML conference	134.55
07/22	07/07/2022	35110	COLLEEN WHITLOW	062022	01-41-5330	Meals - per diem	76.00
Total 35110:							210.55
07/22	07/07/2022	35111	DAVID ADAMS	070522	01-40-5705	Mileage CML Conference	134.55
07/22	07/07/2022	35111	DAVID ADAMS	070522	01-41-5330	Meals- Return from CML Conference	118.50
Total 35111:							253.05
07/22	07/07/2022	35112	Dina Young, eXp Realty	06.28.22	01-02-2308	Deposit forPeddlers license	1,000.00
Total 35112:							1,000.00
07/22	07/07/2022	35113	DOUTHIT METRO DISTRICT	2022 TIF RE	20-40-5100	MURA TIF Refund - Tax year 2021	35,586.16
Total 35113:							35,586.16
07/22	07/07/2022	35114	ERIKA RASMUSSEN	062022	01-40-5330	Conference - Meal per diem	74.00
Total 35114:							74.00
07/22	07/07/2022	35115	Felsburg Holt & Ullevig	34064	01-02-2615	Postle 292	1,800.00
07/22	07/07/2022	35115	Felsburg Holt & Ullevig	34066	01-02-2615	Lawson Construction	700.00
Total 35115:							2,500.00
07/22	07/07/2022	35116	FRONT RANGE PORTABLE RES	10557	01-45-5210	LR Park	157.50
07/22	07/07/2022	35116	FRONT RANGE PORTABLE RES	10558	01-45-5210	Mead Park/ rec/events	220.50
07/22	07/07/2022	35116	FRONT RANGE PORTABLE RES	10559	01-45-5210	Mead Ponds	220.50
07/22	07/07/2022	35116	FRONT RANGE PORTABLE RES	10560	01-49-5260	Mead Elementary rec/events	141.75

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 35116:							740.25
07/22	07/07/2022	35117	GRC Consulting Inc	10743	01-44-5360	Sweeping April	2,520.00
Total 35117:							2,520.00
07/22	07/07/2022	35118	Green Hills Sod Farm, Inc	71896	01-45-5370	New sod for Main Park	227.20
Total 35118:							227.20
07/22	07/07/2022	35119	GROUND ENGINEERING, INC.	220590.0-1	04-44-5215	R&R project	1,952.50
Total 35119:							1,952.50
07/22	07/07/2022	35120	HELEN MIGCHELBRINK	062122	01-41-5330	Meals - per diem CML Conference	94.00
Total 35120:							94.00
07/22	07/07/2022	35121	Herman Schranz	062022	01-40-5705	Mileage CML Conference	138.65
07/22	07/07/2022	35121	Herman Schranz	062022	01-41-5330	Meals per diem - CML Conference	56.00
Total 35121:							194.65
07/22	07/07/2022	35122	HIGH PLAINS LIBRARY DIST.	2022 TIF RE	20-40-5100	MURA TIF Refund - Tax Year 2021	69,038.70
Total 35122:							69,038.70
07/22	07/07/2022	35123	HOME DEPOT CREDIT SERVIC	5014870	01-45-5215	Main Park/ North Creek	109.96
07/22	07/07/2022	35123	HOME DEPOT CREDIT SERVIC	5014870	01-45-5215		25.94
07/22	07/07/2022	35123	HOME DEPOT CREDIT SERVIC	6010638	01-45-5215	Cage Assembly	192.81
07/22	07/07/2022	35123	HOME DEPOT CREDIT SERVIC	7611359	11-40-5210	Agfinity sign	95.36
Total 35123:							424.07
07/22	07/07/2022	35124	Imprints Fort Collins	E31391	01-41-5841	Outreach uniforms	954.32
Total 35124:							954.32
07/22	07/07/2022	35125	Insituform Technologies, LLC	SANTIARY S	06-47-5556	June 10-June 22 Sanitary Sewer rehab	56,843.50
07/22	07/07/2022	35125	Insituform Technologies, LLC	SANTIARY S	06-02-2005	June 10-June 22 Sanitary Sewer rehab	2,842.17
Total 35125:							54,001.33
07/22	07/07/2022	35126	Jason & Alicia Holland	06.27.22	99-01-1075	Refund overpayment. Account	21.10
Total 35126:							21.10
07/22	07/07/2022	35127	Joe Krebs	061822	01-02-2308	Rental Deposit Refund -	200.00
Total 35127:							200.00
07/22	07/07/2022	35128	JVA INCORPORATED	101184	06-47-5557	Mead WWTF Headworks Improvements	4,214.41
07/22	07/07/2022	35128	JVA INCORPORATED	101185	06-47-5553	Mead WWTP	1,006.27
07/22	07/07/2022	35128	JVA INCORPORATED	101368	06-47-5556	2021 Sanitary Sewer Rehab	1,781.21
07/22	07/07/2022	35128	JVA INCORPORATED	101498	01-02-2615	Meadow Ridge	328.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
07/22	07/07/2022	35128	JVA INCORPORATED	101500	01-02-2615	Rangeview Estates	164.00
07/22	07/07/2022	35128	JVA INCORPORATED	101502	01-02-2615	St. Iglesia	410.00
07/22	07/07/2022	35128	JVA INCORPORATED	101503	01-02-2615	Elevation 25	830.00
07/22	07/07/2022	35128	JVA INCORPORATED	101504	09-50-5511	PW Administration	2,190.36
07/22	07/07/2022	35128	JVA INCORPORATED	101507	01-02-2615	Frogger	648.00
07/22	07/07/2022	35128	JVA INCORPORATED	101508	01-02-2615	Postle	328.00
07/22	07/07/2022	35128	JVA INCORPORATED	101539	01-02-2615	Grand Meadow	946.00
07/22	07/07/2022	35128	JVA INCORPORATED	101540	01-02-2615	Mead Dist. (Raterink)	718.00
07/22	07/07/2022	35128	JVA INCORPORATED	101541	01-02-2615	Sunstate	246.00
07/22	07/07/2022	35128	JVA INCORPORATED	101542	01-02-2615	Postle	658.00
07/22	07/07/2022	35128	JVA INCORPORATED	101543	01-02-2615	Postle 292	164.00
07/22	07/07/2022	35128	JVA INCORPORATED	101544	01-02-2615	Waterfront	1,312.00
07/22	07/07/2022	35128	JVA INCORPORATED	101545	01-02-2615	Mead Village	328.00
07/22	07/07/2022	35128	JVA INCORPORATED	101545	01-47-5405	General	246.00
07/22	07/07/2022	35128	JVA INCORPORATED	101545	14-40-5500	3rd St.	584.00
07/22	07/07/2022	35128	JVA INCORPORATED	101545	01-47-5405	General	328.00
07/22	07/07/2022	35128	JVA INCORPORATED	101545	14-40-5500	3rd St.	922.00
07/22	07/07/2022	35128	JVA INCORPORATED	101545	14-40-5500	General	444.00
07/22	07/07/2022	35128	JVA INCORPORATED	101545	01-47-5405	General - reimbursable expenses	35.10
07/22	07/07/2022	35128	JVA INCORPORATED	101545	01-47-5405	Discount	285.20-
07/22	07/07/2022	35128	JVA INCORPORATED	101554	06-40-5405	Boulder Scientific	97.00
07/22	07/07/2022	35128	JVA INCORPORATED	101554	01-45-5215	General Engineering	1,358.00
07/22	07/07/2022	35128	JVA INCORPORATED	101554	06-40-5405	Mileage - Boulder Scientific site visit	36.27
07/22	07/07/2022	35128	JVA INCORPORATED	101554	01-47-5405	Discount	145.50-
07/22	07/07/2022	35128	JVA INCORPORATED	101554	01-45-5215	Mileage	17.55
Total 35128:							19,909.47
07/22	07/07/2022	35129	LIBERTY RANCH METRO DISTR	2022 TIF RE	20-40-5100	MURA TIF Refund - Tax Year 2021	20,768.21
Total 35129:							20,768.21
07/22	07/07/2022	35130	LITTLE THOMPSON WATER DIS	070522	09-50-5511	PW facility water tap 5/8" PIF	5,000.00
07/22	07/07/2022	35130	LITTLE THOMPSON WATER DIS	070522	09-50-5511	PW facility water tap Install fee	450.00
07/22	07/07/2022	35130	LITTLE THOMPSON WATER DIS	070522	09-50-5511	PW facility water tap 4" fire line fee	2,500.00
07/22	07/07/2022	35130	LITTLE THOMPSON WATER DIS	070522	09-50-5511	PW facility water tap (2) Fire Hydrants	4,000.00
Total 35130:							11,950.00
07/22	07/07/2022	35131	LITTLE THOMPSON WATER DIS	607001 6.20.	06-47-5305	5423 WC 32 6.20.22	30.32
07/22	07/07/2022	35131	LITTLE THOMPSON WATER DIS	618801 6.20.	01-45-5305	150 Main St. 6.20.22	32.85
07/22	07/07/2022	35131	LITTLE THOMPSON WATER DIS	619202 6.20.	01-45-5305	401 3rd St. 6.20.22	30.32
07/22	07/07/2022	35131	LITTLE THOMPSON WATER DIS	620201 6.20.	01-45-5305	2700 WC 34.5 6.20.22	4,185.08
07/22	07/07/2022	35131	LITTLE THOMPSON WATER DIS	621801 6.20.	01-45-5305	190 1St. 6.20.22	1,268.31
07/22	07/07/2022	35131	LITTLE THOMPSON WATER DIS	622501 6.20.	01-45-5305	365 Welker 6.20.22	32.85
07/22	07/07/2022	35131	LITTLE THOMPSON WATER DIS	624409 6.20.	01-42-5305	201 Wellker 6.20.22	30.78
07/22	07/07/2022	35131	LITTLE THOMPSON WATER DIS	650402 6.20.	01-40-5305	242 Main St. 6.20.22	30.32
07/22	07/07/2022	35131	LITTLE THOMPSON WATER DIS	657602 6.20.	06-47-5305	4504 E. Welker 6.20.22	41.89
07/22	07/07/2022	35131	LITTLE THOMPSON WATER DIS	657701 6.20.	01-45-5305	156 Eagle 6.20.22	346.01
07/22	07/07/2022	35131	LITTLE THOMPSON WATER DIS	657801 6.20.	01-42-5305	537 Main Police 6.20.22	34.41
07/22	07/07/2022	35131	LITTLE THOMPSON WATER DIS	657801.1 06.	01-44-5305	537 Main PW 6.20.22	34.41
07/22	07/07/2022	35131	LITTLE THOMPSON WATER DIS	657901 6.20.	01-45-5305	16775 North Creek 6.20.22	312.09
07/22	07/07/2022	35131	LITTLE THOMPSON WATER DIS	658001 6.20.	01-45-5305	441 3rd St (6580) 6.20.22	630.83
07/22	07/07/2022	35131	LITTLE THOMPSON WATER DIS	658101 6.20.	01-45-5305	10 Fairburn 6.20.22	48.11
07/22	07/07/2022	35131	LITTLE THOMPSON WATER DIS	658201 6.20.	01-40-5305	441 3rd St. 6.20.22	57.44
07/22	07/07/2022	35131	LITTLE THOMPSON WATER DIS	662002 6.20.	01-40-5305	501 3rd st 6.20.22	30.32

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 35131:							7,176.34
07/22	07/07/2022	35132	LOVELAND BARRICADE LLC	17973	18-40-5500	Highland Lake Signage	120.00
07/22	07/07/2022	35132	LOVELAND BARRICADE LLC	17973	01-44-5700	Walter retirement gc	40.00
07/22	07/07/2022	35132	LOVELAND BARRICADE LLC	17996	04-44-5367	3rd&Welker (Ziggis)	3,116.43
Total 35132:							3,276.43
07/22	07/07/2022	35133	MAIN STREET MAT COMPANY	123219	01-40-5210	Mat svs	60.36
07/22	07/07/2022	35133	MAIN STREET MAT COMPANY	123220	01-44-5210	Mat svs	23.98
07/22	07/07/2022	35133	MAIN STREET MAT COMPANY	123220	01-42-5210	mat svs	23.97
Total 35133:							108.31
07/22	07/07/2022	35134	MARY STRUTT	2022 Q2	01-40-5705	Mileage	299.52
07/22	07/07/2022	35134	MARY STRUTT	2022 Q2	01-41-5330	Meals-per diem	94.00
07/22	07/07/2022	35134	MARY STRUTT	2022 Q2	01-41-5841	Coffee w/Mayor 4.2.22	13.99
07/22	07/07/2022	35134	MARY STRUTT	2022 Q2	01-41-5841	Coffee w/Mayor 4.24.22	18.99
07/22	07/07/2022	35134	MARY STRUTT	2022 Q2	01-41-5700	Clerks week -donuts	13.99
07/22	07/07/2022	35134	MARY STRUTT	2022 Q2	01-41-5700	NOCO Clerks luncheon 5.5.22	12.00
07/22	07/07/2022	35134	MARY STRUTT	2022 Q2	01-41-5841	coffee w/Mayor 5.7.22	13.99
07/22	07/07/2022	35134	MARY STRUTT	2022 Q2	01-41-5841	coffee w/Mayor 6.4.22	13.99
Total 35134:							480.47
07/22	07/07/2022	35135	MEAD PLACE METRO DIST 2	2022 TIF RE	20-40-5100	MURA TIF REFUND - Tax year 2021	1,192.56
Total 35135:							1,192.56
07/22	07/07/2022	35136	Minuteman Press	4166	01-47-5210	Business Cards - Deano	52.71
Total 35136:							52.71
07/22	07/07/2022	35137	Mountain View Fire Rescue	2022 TIF RE	20-40-5100	MURA TIF REFUND - Tax year 2021	175,425.66
Total 35137:							175,425.66
07/22	07/07/2022	35138	Nectar HR	9502	01-49-5349	Wellness program	25.00
Total 35138:							25.00
07/22	07/07/2022	35139	NORTHERN COLO WATER CON	2022 TIF RE	20-40-5100	MURA TIF REFUND - Tax year 2021	21,594.84
Total 35139:							21,594.84
07/22	07/07/2022	35140	Northstar Concrete Inc.	062222	04-44-5215	Mead Concrete Removal and Replacem	80,676.00
07/22	07/07/2022	35140	Northstar Concrete Inc.	062222	04-02-2005	Mead Concrete Removal and Replacem	4,033.80
Total 35140:							76,642.20
07/22	07/07/2022	35141	One Way Inc	266567 7.1.2	01-47-5310	537 Main St. Trash 7.1.22	38.59
07/22	07/07/2022	35141	One Way Inc	266567.1 71	01-45-5310	537 Main St. Trash 7.1.22	38.59
07/22	07/07/2022	35141	One Way Inc	266568 7.1.2	01-47-5310	537 Main St. Recycle 7.1.22	24.81
07/22	07/07/2022	35141	One Way Inc	266568.1 70	01-45-5310	537 Main St. Recycle 7.1.22	24.80
07/22	07/07/2022	35141	One Way Inc	266574 7.1.2	01-40-5310	441 3rd St. Trash 7.1.22	77.18

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
07/22	07/07/2022	35141	One Way Inc	266575 7.1.2	01-40-5310	441 3rd St. Recycle 7.1.22	49.61
07/22	07/07/2022	35141	One Way Inc	266582 7.1.2	06-47-5310	4504 Welker Trash 7.1.22	93.72
07/22	07/07/2022	35141	One Way Inc	266619 7.1.2	01-42-5310	201 Welker 7.1.22	26.44
Total 35141:							373.74
07/22	07/07/2022	35142	Paulette Dolin	014	01-49-5265	Senior Exercise Instructor	420.00
Total 35142:							420.00
07/22	07/07/2022	35143	PET PICK-UPS	28483	01-45-5210	Pet bags	274.66
Total 35143:							274.66
07/22	07/07/2022	35144	POWER EQUIPMENT COMPANY	RSA008172-	01-44-5369	Equipment Rental	1,000.00
Total 35144:							1,000.00
07/22	07/07/2022	35145	Precision Employment Consulting	063022	01-40-5401	Consulting 6.30	8,603.27
07/22	07/07/2022	35145	Precision Employment Consulting	063022	06-40-5401	Consulting 6.30	461.64
07/22	07/07/2022	35145	Precision Employment Consulting	063022	20-40-5401	Consulting 6.30	318.09
Total 35145:							9,383.00
07/22	07/07/2022	35146	RAMEY ENVIRONMENTAL COM	24084	06-47-5390	Wastewater svcs - 6.22	5,043.84
07/22	07/07/2022	35146	RAMEY ENVIRONMENTAL COM	24084	06-47-5391	Wastewater svcs - 6.22	1,095.24
07/22	07/07/2022	35146	RAMEY ENVIRONMENTAL COM	24084	06-47-5210	Wastewater svcs - 6.22	199.76
Total 35146:							6,338.84
07/22	07/07/2022	35147	Scott Holmen	062222	01-42-5330	Training per diem for meals	20.00
Total 35147:							20.00
07/22	07/07/2022	35148	ST. VRAIN & LEFT HAND WATE	2022 TIF RE	20-40-5100	MURA TIF REFUND - Tax year 2021	30,362.34
Total 35148:							30,362.34
07/22	07/07/2022	35149	ST. VRAIN SANITATION DISTRICT	2022 TIF RE	20-40-5100	MURA TIF refund - tax year 2021	4,901.77
Total 35149:							4,901.77
07/22	07/07/2022	35150	ST. VRAIN VALLEY SCHOOL DIST	2022 TIF RE	20-40-5100	MURA TIF refund - tax year 2021	656,155.30
Total 35150:							656,155.30
07/22	07/07/2022	35151	State Roof and Solar	062822	01-02-2308	Deposit Refund for Peddler License	1,000.00
Total 35151:							1,000.00
07/22	07/07/2022	35152	Steven & Kristin Schroeder	062722	99-01-1075	Refund overpayment. Account	165.96
Total 35152:							165.96
07/22	07/07/2022	35153	SUNRISE ENVIRONMENTAL SCI	130760	01-45-5210	Park Supplies	137.76
07/22	07/07/2022	35153	SUNRISE ENVIRONMENTAL SCI	130760	01-44-5210	Park Supplies	90.96

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
07/22	07/07/2022	35153	SUNRISE ENVIRONMENTAL SCI	130760	01-45-5210	shipping	13.54
07/22	07/07/2022	35153	SUNRISE ENVIRONMENTAL SCI	130760	01-44-5210	shipping	13.54
Total 35153:							255.80
07/22	07/07/2022	35154	TDS	4762 6.25.22	01-42-5325	PD Internet	132.45
Total 35154:							132.45
07/22	07/07/2022	35155	TDS Accounts Payable	6545 061922	01-40-5325	7/2022 Internet	457.30
Total 35155:							457.30
07/22	07/07/2022	35156	THE HARTFORD-GROUP BENE	9247031520	01-40-5066	STD / LTD Insurance	185.55
07/22	07/07/2022	35156	THE HARTFORD-GROUP BENE	9247031520	01-41-5066	STD / LTD Insurance	7.05
07/22	07/07/2022	35156	THE HARTFORD-GROUP BENE	9247031520	01-42-5066	STD / LTD Insurance	252.45
07/22	07/07/2022	35156	THE HARTFORD-GROUP BENE	9247031520	01-43-5066	STD / LTD Insurance	172.42
07/22	07/07/2022	35156	THE HARTFORD-GROUP BENE	9247031520	01-44-5066	STD / LTD Insurance	168.25
07/22	07/07/2022	35156	THE HARTFORD-GROUP BENE	9247031520	01-45-5066	STD / LTD Insurance	159.82
07/22	07/07/2022	35156	THE HARTFORD-GROUP BENE	9247031520	01-47-5066	STD / LTD Insurance	185.23
07/22	07/07/2022	35156	THE HARTFORD-GROUP BENE	9247031520	01-48-5066	STD / LTD Insurance	28.23
07/22	07/07/2022	35156	THE HARTFORD-GROUP BENE	9247031520	01-49-5066	STD / LTD Insurance	76.32
07/22	07/07/2022	35156	THE HARTFORD-GROUP BENE	9247031520	06-40-5066	STD/LTD Insurance	84.64
07/22	07/07/2022	35156	THE HARTFORD-GROUP BENE	9247031520	20-40-5066	STD/LTD Insurance	73.93
Total 35156:							1,393.89
07/22	07/07/2022	35157	Theresa Hampshire	2022 Q2 6.1.	01-40-5705	Mileage	44.64
07/22	07/07/2022	35157	Theresa Hampshire	2022 Q2 6.1.	01-43-5700	DRC Meeting refreshments	31.44
Total 35157:							76.08
07/22	07/07/2022	35158	TOWN OF MEAD	2022 TIF RE	20-40-5100	MURA TIF REFUND - Tax year 2021	124,407.86
Total 35158:							124,407.86
07/22	07/07/2022	35159	Town of Mead	31.11 6.31.22	01-42-5305	201 Welker Sewer 6.22	43.52
07/22	07/07/2022	35159	Town of Mead	31.11 6.31.22	01-40-5305	Town Hall sewer 6.22	57.54
07/22	07/07/2022	35159	Town of Mead	31.11 6.31.22	01-40-5305	505 3rd St. sewer 6.22	43.52
07/22	07/07/2022	35159	Town of Mead	31.11 6.31.22	01-45-5305	Bean Plant sewer 6.22	47.88
07/22	07/07/2022	35159	Town of Mead	31.11 6.31.22	01-40-5305	242 Main St. sewer 6.22	47.88
07/22	07/07/2022	35159	Town of Mead	31.11 6.31.22	01-44-5305	PD/PW sewer 6.22	37.67
07/22	07/07/2022	35159	Town of Mead	31.11 6.31.22	01-42-5305	PD/PW sewer 6.22	37.66
Total 35159:							315.67
07/22	07/07/2022	35160	TRACTOR SUPPLY CREDIT PLA	200326933	01-47-5215	Bean Plant Security	137.64
Total 35160:							137.64
07/22	07/07/2022	35161	TRIDENT SECURITY SYSTEMS	22058	01-40-5305	Monitoring Q3 2022	105.00
07/22	07/07/2022	35161	TRIDENT SECURITY SYSTEMS	22058	01-42-5305	Monitoring Q3 2022	105.00
Total 35161:							210.00
07/22	07/07/2022	35162	UNITED POWER	12650701 6.	01-45-5305	Booster Pump Founders 6.22	25.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
07/22	07/07/2022	35162	UNITED POWER	12952800 6.	01-45-5305	Mead Ponds 6.22	25.00
07/22	07/07/2022	35162	UNITED POWER	14305100 6.	06-47-5305	WWTP 6.22	3,298.96
07/22	07/07/2022	35162	UNITED POWER	160909300 6	01-45-5305	Feather Ridge	25.12
07/22	07/07/2022	35162	UNITED POWER	1686300 6.2	01-45-5305	Park Sprinkler liberty	28.38
07/22	07/07/2022	35162	UNITED POWER	17159100 6.	01-45-5305	Sprinkler Clock DTN 6.22	25.02
07/22	07/07/2022	35162	UNITED POWER	17618300 6.	01-40-5305	Town Hall 6.22	561.25
07/22	07/07/2022	35162	UNITED POWER	17770000 6.	01-45-5305	Gazebo 6.22	32.93
07/22	07/07/2022	35162	UNITED POWER	18494001 6.	01-42-5305	Modular PD 6.22	182.56
07/22	07/07/2022	35162	UNITED POWER	18949400 6.	01-44-5305	Moduilar PW 6.22	182.56
07/22	07/07/2022	35162	UNITED POWER	61303 6.22	01-45-5305	Area Light Highland	10.25
07/22	07/07/2022	35162	UNITED POWER	6753101 6.2	01-45-5305	Irrig Sprinkler N Creek 6/2022	25.12
07/22	07/07/2022	35162	UNITED POWER	7490500 6.2	06-47-5305	Pump Lake Thomas 6.22	20.00
07/22	07/07/2022	35162	UNITED POWER	83701 6.22.2	01-44-5305	Shop 6/2022	110.86
07/22	07/07/2022	35162	UNITED POWER	88601 6.22	01-44-5305	Streetlights	2,920.45
07/22	07/07/2022	35162	UNITED POWER	92015 6.22	01-42-5305	201 Welker 6.22	76.13
07/22	07/07/2022	35162	UNITED POWER	96302 6.202	06-47-5305	WWTP Lagoon 6/2022	41.80
Total 35162:							7,591.39
07/22	07/07/2022	35163	US BANK VOYAGER FLEET SYS	8694028342	01-40-5253	Fuel 5.22	69.27
07/22	07/07/2022	35163	US BANK VOYAGER FLEET SYS	8694028342	01-42-5253	Fuel 5.22	3,195.78
07/22	07/07/2022	35163	US BANK VOYAGER FLEET SYS	8694028342	01-44-5253	Fuel 5.22	2,540.46
07/22	07/07/2022	35163	US BANK VOYAGER FLEET SYS	8694028342	01-45-5253	Fuel 5.22	907.06
07/22	07/07/2022	35163	US BANK VOYAGER FLEET SYS	8694028342	01-47-5253	Fuel 5.22	408.80
07/22	07/07/2022	35163	US BANK VOYAGER FLEET SYS	8694028342	06-47-5253	Fuel 5.22	907.06
Total 35163:							8,028.43
07/22	07/07/2022	35164	VECCHI & ASSOCIATES LLC	3151	01-43-5410	Planning consultant	2,025.00
07/22	07/07/2022	35164	VECCHI & ASSOCIATES LLC	3151-A	01-02-2615	Planning svcs	2,712.50
07/22	07/07/2022	35164	VECCHI & ASSOCIATES LLC	3151-B	01-02-2615	Planning svcs	1,312.50
07/22	07/07/2022	35164	VECCHI & ASSOCIATES LLC	3151-C	01-02-2615	Planning svcs	131.25
Total 35164:							6,181.25
07/22	07/07/2022	35165	VERIZON WIRELESS	9908266450	01-40-5300	Wireless bill	40.01
07/22	07/07/2022	35165	VERIZON WIRELESS	9908266450	01-42-5300	Wireless bill	1,000.45
07/22	07/07/2022	35165	VERIZON WIRELESS	9908266450	01-43-5300	Wireless bill	101.48
07/22	07/07/2022	35165	VERIZON WIRELESS	9908266450	01-44-5300	Wireless bill	168.06
07/22	07/07/2022	35165	VERIZON WIRELESS	9908266450	01-47-5300	Wireless bill	160.08
07/22	07/07/2022	35165	VERIZON WIRELESS	9908266450	01-48-5300	Wireless bill	50.75
07/22	07/07/2022	35165	VERIZON WIRELESS	9908266450	06-40-5300	Wireless bill	40.01
Total 35165:							1,560.84
07/22	07/07/2022	35166	WELD COUNTY TREASURER	2022 TIF RE	20-40-5100	MURA TIF refund - tax year 2021	162,371.58
Total 35166:							162,371.58
07/22	07/07/2022	35167	WESTRIDGE METROPOLITAN D	2022 TIF RE	20-40-5100	MURA TIF REFUND - Tax year 2021 Dist	32,267.60
07/22	07/07/2022	35167	WESTRIDGE METROPOLITAN D	2022 TIF RE	20-40-5100	MURA TIF REFUND - Tax year 2021 Dist	2,637.63
Total 35167:							34,905.23
07/22	07/07/2022	35168	XCEL ENERGY	784676046	01-40-5305	Town Hall	59.36
07/22	07/07/2022	35168	XCEL ENERGY	784709554	01-42-5305	201 Welker	30.67

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
07/22	07/07/2022	35168	XCEL ENERGY	784934517	01-42-5305	PD	86.52
07/22	07/07/2022	35168	XCEL ENERGY	784934517	01-44-5305	PW	86.52
Total 35168:							263.07
07/22	07/07/2022	71222100	Colo Water Resources & Power D	W07A196 06	06-98-9801	Loan #W07A196	38,729.06
07/22	07/07/2022	71222100	Colo Water Resources & Power D	W07A196 06	06-98-9802	Loan #W07A196	26,348.20
Total 71222100:							65,077.26
07/22	07/07/2022	71222101	SAMSClub	4230 6.22.22	01-40-5210	Supplies 6/2022	311.14
07/22	07/07/2022	71222101	SAMSClub	4230 6.22.22	01-42-5210	Supplies 6/2022	49.17
07/22	07/07/2022	71222101	SAMSClub	4230 6.22.22	01-40-5700	Supplies 6/2022	54.63
Total 71222101:							414.94
Grand Totals:							1,732,766.75

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-02-2000	735.18	84,535.29-	83,800.11-
01-02-2308	2,700.00	.00	2,700.00
01-02-2615	13,736.25	.00	13,736.25
01-40-5066	185.55	.00	185.55
01-40-5068	155.00	.00	155.00
01-40-5200	323.43	.00	323.43
01-40-5201	1,713.49	.00	1,713.49
01-40-5205	107.40	.00	107.40
01-40-5210	393.52	.00	393.52
01-40-5253	69.27	.00	69.27
01-40-5300	40.01	.00	40.01
01-40-5305	992.63	.00	992.63
01-40-5310	126.79	.00	126.79
01-40-5325	457.30	.00	457.30
01-40-5330	1,441.92	.00	1,441.92
01-40-5331	21.98	.00	21.98
01-40-5401	8,603.27	.00	8,603.27
01-40-5415	3,110.99	.00	3,110.99
01-40-5700	557.30	57.45-	499.85
01-40-5705	916.82	.00	916.82
01-41-5066	7.05	.00	7.05
01-41-5330	3,315.19	.00	3,315.19
01-41-5331	19.99	.00	19.99
01-41-5700	316.33	.00	316.33
01-41-5841	1,493.13	.00	1,493.13
01-42-5066	252.45	.00	252.45
01-42-5200	23.40	.00	23.40
01-42-5201	44.97	.00	44.97
01-42-5210	384.03	.00	384.03
01-42-5215	173.92	.00	173.92
01-42-5216	2,582.64	.00	2,582.64
01-42-5253	3,195.78	.00	3,195.78

GL Account	Debit	Credit	Proof
01-42-5254	667.31	.00	667.31
01-42-5255	76.84	.00	76.84
01-42-5300	1,000.45	.00	1,000.45
01-42-5305	627.25	.00	627.25
01-42-5310	26.44	.00	26.44
01-42-5325	132.45	.00	132.45
01-42-5330	20.00	.00	20.00
01-42-5331	590.00	.00	590.00
01-42-5700	528.73	.00	528.73
01-43-5066	172.42	.00	172.42
01-43-5300	101.48	.00	101.48
01-43-5330	.00	245.00-	245.00-
01-43-5410	2,025.00	.00	2,025.00
01-43-5700	172.36	.00	172.36
01-44-5066	168.25	.00	168.25
01-44-5210	128.48	.00	128.48
01-44-5216	451.42	2.03-	449.39
01-44-5253	2,540.46	.00	2,540.46
01-44-5254	171.70	.00	171.70
01-44-5255	123.96	.00	123.96
01-44-5300	168.06	.00	168.06
01-44-5305	3,372.47	.00	3,372.47
01-44-5360	2,520.00	.00	2,520.00
01-44-5369	1,000.00	.00	1,000.00
01-44-5700	40.00	.00	40.00
01-45-5066	159.82	.00	159.82
01-45-5210	2,898.06	.00	2,898.06
01-45-5215	1,704.26	.00	1,704.26
01-45-5253	907.06	.00	907.06
01-45-5305	7,131.15	.00	7,131.15
01-45-5310	63.39	.00	63.39
01-45-5370	1,521.60	.00	1,521.60
01-45-5371	375.00	.00	375.00
01-47-5066	185.23	.00	185.23
01-47-5201	44.97	.00	44.97
01-47-5210	124.68	.00	124.68
01-47-5215	213.29	.00	213.29
01-47-5253	408.80	.00	408.80
01-47-5300	160.08	.00	160.08
01-47-5310	63.40	.00	63.40
01-47-5330	376.71	.00	376.71
01-47-5405	609.10	430.70-	178.40
01-48-5066	28.23	.00	28.23
01-48-5300	50.75	.00	50.75
01-49-5066	76.32	.00	76.32
01-49-5236	601.95	.00	601.95
01-49-5260	344.61	.00	344.61
01-49-5261	700.00	.00	700.00
01-49-5262	812.16	.00	812.16
01-49-5265	468.35	.00	468.35
01-49-5331	17.00	.00	17.00
01-49-5349	165.00	.00	165.00
01-49-5700	36.99	.00	36.99
04-02-2000	4,033.80	85,744.93-	81,711.13-
04-02-2005	.00	4,033.80-	4,033.80-
04-44-5215	82,628.50	.00	82,628.50
04-44-5367	3,116.43	.00	3,116.43

GL Account	Debit	Credit	Proof
06-02-2000	2,842.17	141,970.30-	139,128.13-
06-02-2005	.00	2,842.17-	2,842.17-
06-40-5066	84.64	.00	84.64
06-40-5300	40.01	.00	40.01
06-40-5401	461.64	.00	461.64
06-40-5405	133.27	.00	133.27
06-40-5415	1,555.50	.00	1,555.50
06-47-5210	199.76	.00	199.76
06-47-5253	907.06	.00	907.06
06-47-5305	3,432.97	.00	3,432.97
06-47-5310	93.72	.00	93.72
06-47-5390	5,043.84	.00	5,043.84
06-47-5391	1,095.24	.00	1,095.24
06-47-5553	1,006.27	.00	1,006.27
06-47-5556	58,624.71	.00	58,624.71
06-47-5557	4,214.41	.00	4,214.41
06-98-9801	38,729.06	.00	38,729.06
06-98-9802	26,348.20	.00	26,348.20
09-02-2000	.00	14,140.36-	14,140.36-
09-50-5511	14,140.36	.00	14,140.36
11-02-2000	.00	95.36-	95.36-
11-40-5210	95.36	.00	95.36
14-02-2000	3,764.14	77,232.73-	73,468.59-
14-02-2005	.00	3,764.14-	3,764.14-
14-40-5500	1,950.00	.00	1,950.00
14-40-5505	75,282.73	.00	75,282.73
18-02-2000	.00	329.51-	329.51-
18-40-5500	283.97	.00	283.97
18-52-5500	45.54	.00	45.54
20-02-2000	.00	1,339,408.95-	1,339,408.95-
20-40-5066	73.93	.00	73.93
20-40-5100	1,338,460.32	.00	1,338,460.32
20-40-5401	318.09	.00	318.09
20-40-5415	518.50	.00	518.50
20-40-5700	38.11	.00	38.11
21-02-2000	.00	497.55-	497.55-
21-40-5500	497.55	.00	497.55
99-01-1075	187.06	.00	187.06
99-02-2000	.00	187.06-	187.06-
Grand Totals:	1,755,517.33	1,755,517.33-	.00

Report Criteria:

Report type: GL detail



Agenda Item Summary

MEETING DATE: July 11, 2022

SUBJECT: **Resolution No. 47-R-2022** - A Resolution of the Town of Mead, Colorado, Approving the Easement and Right of Way Agreement by and Between the Town and the Little Thompson Water District Related to the Installation of Water Service Improvements at the Town's Public Works Facility, Located at 1341 Weld County Road 34

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

SUMMARY

Little Thompson Water District is requesting that the Town of Mead grant two (2) permanent exclusive public utility easements (together, the “Easement”) over the property at which the Town’s new Public Works Facility is currently being constructed. The Easement is required for Little Thompson Water District to install improvements required to provide water service to the Public Works Facility. The Easement is described with particularity in **Exhibit 1** of the Easement and Right of Way Agreement (the “Agreement”).

The Resolution approves the Agreement and authorizes the Mayor to execute the Agreement on behalf of the Town, once the Agreement is in final executable form.

FINANCIAL CONSIDERATIONS

There are no financial implications to the Town for this transaction.

STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the July 11, 2022 consent agenda will approve the Agreement. If this item is pulled off of the consent agenda for questions or additional review/discussion by the Board of Trustees, Staff recommends the following motion.

Recommended motion:

“I move to adopt Resolution No. 47-R-2022 – A resolution of the Town of Mead, Colorado, approving the Easement and Right of Way Agreement by and between the Town and the Little Thompson Water District related to the installation of water service improvements at the Town’s Public Works Facility, located at 1341 Weld County Road 34”.

ATTACHMENTS

Resolution No. 47-R-2022

Easement and Right of Way Agreement

Exhibit 1 to Agreement - Descriptions of Parcel A and Parcel B (four pages)

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 47-R-2022**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING THE EASEMENT AND
RIGHT OF WAY AGREEMENT BY AND BETWEEN THE TOWN AND THE
LITTLE THOMPSON WATER DISTRICT RELATED TO THE INSTALLATION OF
WATER SERVICE IMPROVEMENTS AT THE TOWN’S PUBLIC WORKS FACILITY,
LOCATED AT 1341 WELD COUNTY ROAD 34**

WHEREAS, the Town of Mead (“Town”) is authorized pursuant to C.R.S. § 31-15-101(1) to acquire, hold, lease and dispose of property, both real and personal, and to exercise such other incidental and implied powers as may be necessary for the management of Town property; and

WHEREAS, the Little Thompson Water District (“District”) has need to place water-service related infrastructure on property owned by the Town to provide water service to the Town’s future Public Works Facility; and

WHEREAS, the easement proposed to be granted by the Town to the District is described in the Easement and Right of Way Agreement (the “Agreement”), a copy of which is on file with the Town Clerk, and which has been presented to and reviewed by the Board of Trustees; and

WHEREAS, the Board of Trustees desires to approve the Agreement and further desires to authorize the Mayor to execute the Agreement on behalf of the Town.

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

Section 1. The Board of Trustees hereby: (a) approves the Agreement in substantially the form currently on file with the Town Clerk; (b) authorizes the Town Attorney to make such changes as may be necessary to correct any non-material errors or language in the Agreement that do not increase the obligations of the Town; 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 11TH DAY OF JULY, 2022.

ATTEST:

TOWN OF MEAD

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

By: _____
Colleen G. Whitlow, Mayor

Easement and Right of Way Agreement

This Easement and Right of Way Agreement (“Agreement”), is made and entered into by and between the **TOWN OF MEAD**, a Colorado municipal corporation, hereinafter called “Grantor” (whether grammatically singular or plural), and the **LITTLE THOMPSON WATER DISTRICT**, a quasi-municipal corporation, 835 East Highway 56, Berthoud, Colorado 80513, hereinafter called the “District” (together, the “Parties”).

This Agreement shall be effective as of the date of mutual execution of the Parties (“Effective Date”).

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby grants, sells, conveys and transfers to the District, its successors and assigns, a permanent and exclusive right to enter, re-enter, occupy and use the hereinafter described property to construct, reconstruct, inspect, upgrade, increase line size or capacity, operate, repair, maintain, replace, remove and operate one or more lines for the transmission, distribution and service of water, and all underground and service appurtenances thereto, including metering stations, vaults, enclosures, identification signs and other fixtures, over, across, under and upon the following described land, situate in the County of Weld, State of Colorado, to wit:

Parcel A and Parcel B (together, the “Property”), as more specifically described and shown in **Exhibit 1**, attached hereto and referenced herein.

GRANTOR FURTHER GRANTS TO THE DISTRICT:

- (a) The right to grade the strip of land for the full width thereof and to extend the cuts and fills with such grading into and on the land along and outside the strip to the extent as the District may find reasonably necessary;
- (b) The right to support the pipelines across ravines and water courses with such structures as District shall deem necessary;
- (c) The right of ingress to and egress from the strip over and across the land by means of roads and lanes thereon, if such exists, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor; provided that such right of ingress and egress shall not extend to any portion of the land which is isolated from the strip by any public road or highway now crossing or hereafter crossing the land; provided, further, that if any portion of the land is or shall be subdivided and dedicated roads or highways on such portion shall extend to the strip, the right of ingress and egress on the portion shall be confined to such dedicated roads and highways;
- (d) The right of grading for, constructing, maintaining, and using such roads on and across the lands as the District may deem necessary in the exercise of the right of ingress and egress or to provide access to property adjacent to the land;
- (e) The right to install, maintain and use gates in all fences which now cross or shall hereafter cross the strip;
- (f) The right to mark the location of the strip by suitable markers as determined by the District, or as otherwise approved by the Grantor, set in the ground; provided that any such markers remaining after the period of construction shall be placed in fences or other locations which will not interfere with any reasonable use Grantor shall make of the strip;
- (g) All other rights necessary and incident to the full and complete use and enjoyment of the right-of-way and easement for the purposes herein granted.

GRANTOR HEREBY CONVENANTS AND AGREES:

- (a) That Grantor shall not erect or place any permanent building, structure, improvement, fence, or tree on the described easement; and the District shall not be liable for their removal if they are so placed, and Grantor agrees, at Grantor’s sole expense to so remove such items.
- (b) Once water line construction is complete, the Grantor shall not diminish the ground cover over the water lines and shall not substantially add to the ground cover over the water lines or their appurtenances by and between; diminish more than 0.50 feet or add to by more than 1.0 foot unless approved in writing by the District.
- (c) Grantor shall not grant any other easement, right-of-way, permit or license upon, under or over the Property without the prior written consent of the District, which written consent shall not be unreasonably withheld.

- (d) Grantor warrants that Grantor is the owner in fee of the above-described lands and will defend the title thereto against all claims and that said lands are free and clear of encumbrances and liens of whatsoever character, except the following: N/A

THE DISTRICT HEREBY COVENANTS AND AGREES:

- (a) The District shall not fence or otherwise enclose the strip, except during periods of construction and repair.
- (b) That all trenches and excavations made in the laying or repairing of such pipeline shall be properly backfilled and as much, of the original surface soil as possible shall be placed on top. All large gravel, stones and clods will be removed from the finished backfill. The District will finish the backfill after normal settling of the soil so that the use and enjoyment of said land by Grantor shall be suitable for the purpose now used. The District will maintain the trench area and buried water pipeline during installation. Reinstallation and maintenance of said waterline.
- (c) In the event that the above-described lands are being used for grazing purposes, the District agrees that during the period of construction of the pipeline hereunder, or any subsequent altering, removing or replacing of said pipeline, it will leave or arrange for reasonable crossing over said right-of-way strip for the cattle and livestock of Grantor and his tenants and lessee. Further whenever it becomes necessary for the District, its agents or contractors to cut a fence on the above-described lands. The District agrees, at its option, either to keep the gap closed or guard it in such a manner so as to prevent the entrance and exit of cattle or other livestock through such gap or to construct at such place or places substantial gates with dual locks and furnish Grantor with one set of keys thereto. Before any such fence is cut by the District, the same shall be braced in order to prevent slackening of the wires along with fence in each direction from the District's temporary gap.
- (d) In the event that the above-described lands are being used for the growing of a crop which requires irrigation at the time the pipeline is constructed hereunder, the District agrees, unless otherwise provided for to install and operate flumes or appropriate crossing devices across the right-of-way at all times during such construction operations. The District further agrees, unless otherwise provided for, not to block, dam or obstruct in any manner, any irrigation canal, drainage ditches, or creeks located on said lands, and also agrees to replace or repair any levees or banks disturbed or damaged by the District's operations on said lands.
- (e) The District shall be liable to the extent allowed by law for loss and damage which shall be caused by any wrongful exercise of the rights of ingress and egress or by wrongful or negligent act or omission of or of its agents or employees in the course of their employment.

IT IS MUTUALLY AGREED BY THE PARTIES:

- (a) Grantor reserves all oil, gas and other minerals in, on and under the above-described lands, and Grantor shall not grant any right in the surface or otherwise that will materially interfere with the rights and privileges herein granted to the District.
- (b) Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective personal representatives, successors, and assigns of the Parties.
- (c) This Agreement shall be recorded in the real property records of Weld County, Colorado.
- (d) This Agreement represents the entire agreement between the Parties as it relates to the Property and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this Agreement must be in writing and signed by both the Grantor and the District.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) indicated below, to be effective as of the Effective Date.

[Signature pages follow].

[Signature page to Easement and Right of Way Agreement].

GRANTOR: TOWN OF MEAD, a Colorado municipal corporation

By: _____
Colleen G. Whitlow, Mayor

Date: _____, 2022

ATTEST:

Mary E. Strutt, MMC, Town Clerk

[Signature page to Easement and Right of Way Agreement].

DISTRICT: LITTLE THOMPSON WATER DISTRICT, a
quasi-municipal corporation and political subdivision of the
State of Colorado

By: _____
Name: _____
Title: _____

Date: _____, 2022

ATTEST:

Secretary or Assistant Secretary

EXHIBIT 1

(attached, describing **Parcel A** and **Parcel B**)
(four pages attached)

LAND DESCRIPTION

Section 8, Item d.

PARCEL:A

A PARCEL OF LAND LOCATED IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, BEING A STRIP OF LAND 20 FEET WIDE LYING 10 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

CONSIDERING THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8 AS BEARING NORTH 88°31'43"EAST AS MONUMENTED BY AN ILLEGIBLE 2" ALUMINUM CAP IN A RANGE BOX AT THE SOUTHWEST CORNER AND BY A 3-1/4" ALUMINUM CAP, LS34995, IN A RANGE BOX AT THE SOUTH 1/4 CORNER AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 8, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH P.M., THENCE NORTH 38°00'42" WEST, 1424.95 FEET, TO A POINT ON THE SOUTH LINE OF AN EXISTING 30' WATER EASEMENT, SAID POINT ALSO THE BEGINNING OF THE AFOREMENTIONED DESCRIBED CENTERLINE;

THENCE SOUTH 21°30'41" WEST, 107.08 FEET, TO THE TERMINUS OF SAID DESCRIBED CENTERLINE.

THE SIDELINES OF SAID STRIP OF LAND ARE LENGTHENED OR FORESHORTENED TO MEET THE SOUTH LINE OF THE EXISTING 30-FOOT WATER EASEMENT.

THE ABOVE DESCRIBED STRIP OF LAND CONTAINS 2,156 SQUARE FEET (0.050 ACRES), MORE OR LESS AND IS SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY NOW ON RECORD OR EXISTING.




MICHAEL DAVID LANG, PLS
COLORADO REGISTRATION NO. 37053
RIDGETOP ENGINEERING AND SURVEYING



LAND DESCRIPTION
E 1/2 OF THE SW 1/4 OF SEC. 8,
T3N, R68W, 6TH P.M.,
COUNTY OF WELD, STATE OF
COLORADO

Project: 20-132-001
Drawing: EASE01
Field Date:
Crew:
Drafted By: BA
Date: 05/26/2022
Revised: -

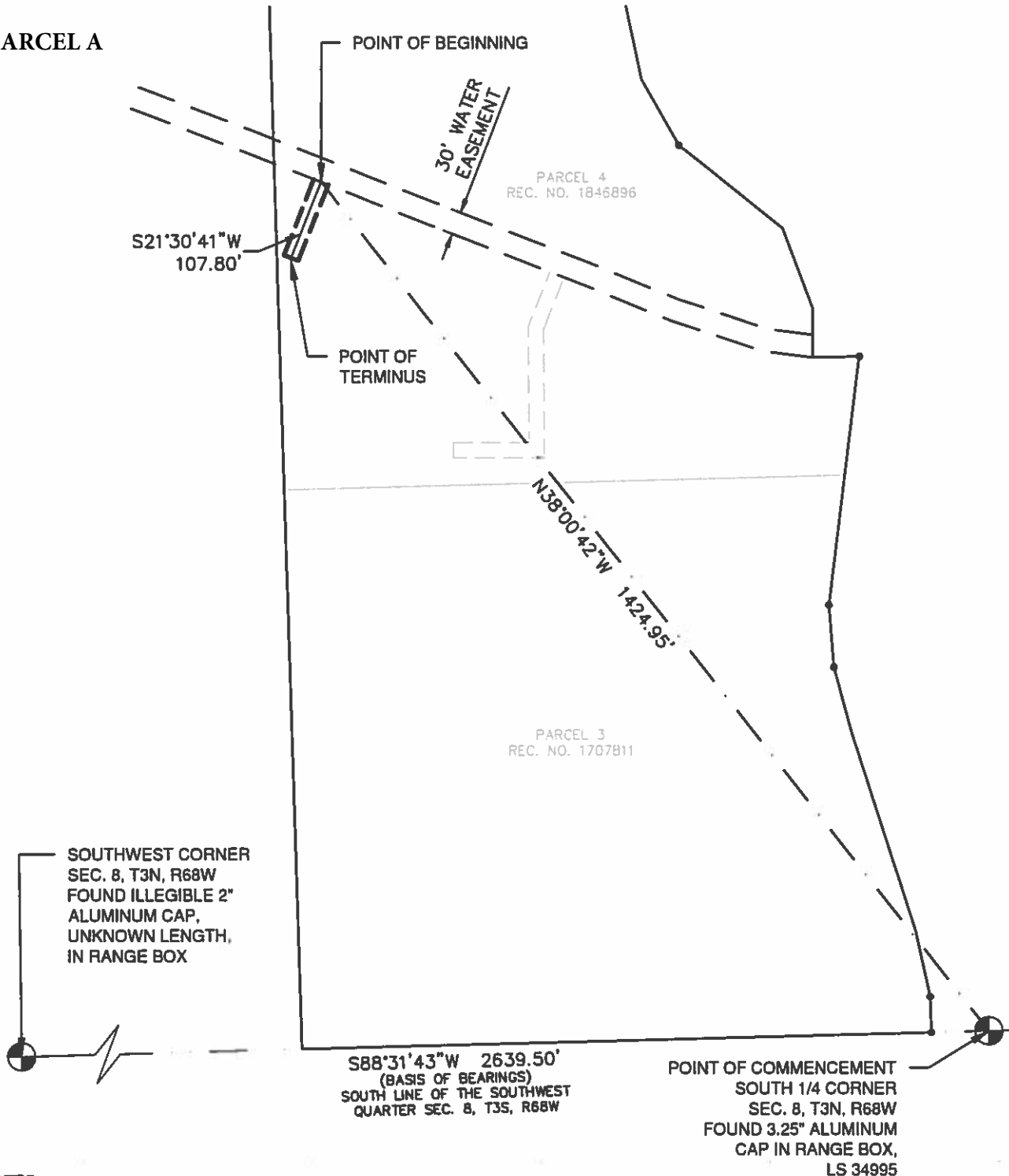
Sheet:
1
37

DRAWING FILENAME: V:\Projects\20-132-001 Mead Public Works\Working Files\OWC\20-132-001 EASE01.dwg LAYOUT NAME: EASE01 DATE: May 26, 2022 2:30pm CAD OPERATOR: Brad

DESCRIPTION EXHIBIT

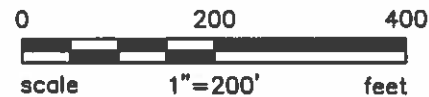
Section 8, Item d.

PARCEL A



NOTES:

1. THIS EXHIBIT IS NOT A LAND SURVEY PLAT, OR AN IMPROVEMENT SURVEY PLAT. THE DRAWING IS ONLY INTENDED TO GRAPHICALLY REPRESENT THE WRITTEN DESCRIPTION.



RIDGE TOP
ENGINEERING & SURVEYING

541 E. Garden Drive, Unit N T (970) 663-4552
Windsor, CO 80550 W ridgetopeng.com

LAND DESCRIPTION

E 1/2 OF THE SW 1/4 OF SEC. 8,
T3N, R68W, 6TH P.M.,
COUNTY OF WELD, STATE OF
COLORADO

Project: 20-132-001
Drawing: EASE01
Field Date:
Crew:
Drafted By: BA
Date: 05/26/2022
Revised: -

Sheet:

2

38

LAND DESCRIPTION

Section 8, Item d.

PARCEL: B

A PARCEL OF LAND LOCATED IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, BEING A STRIP OF LAND 20 FEET WIDE LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

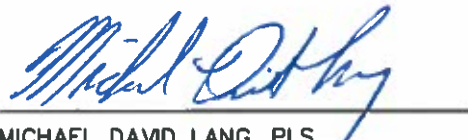
CONSIDERING THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8 AS BEARING NORTH 88°31'43"EAST AS MONUMENTED BY AN ILLEGIBLE 2" ALUMINUM CAP IN A RANGE BOX AT THE SOUTHWEST CORNER AND BY A 3-1/4" ALUMINUM CAP, LS34995, IN A RANGE BOX AT THE SOUTH 1/4 CORNER AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 8, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH P.M., THENCE NORTH 29°30'30" WEST, 1149.18 FEET, TO A POINT ON THE SOUTH LINE OF AN EXISTING 30' WATER EASEMENT, SAID POINT ALSO THE BEGINNING OF THE AFOREMENTIONED DESCRIBED CENTERLINE;

THENCE SOUTH 21°53'53" WEST, 75.46 FEET;
THENCE SOUTH 00°00'32" WEST, 161.88 FEET;
THENCE NORTH 90°00'00" WEST, 110.07 FEET, TO THE TERMINUS OF SAID DESCRIBED CENTERLINE.

THE SIDELINES OF SAID STRIP OF LAND ARE LENGTHENED OR FORESHORTENED TO MEET THE SOUTH LINE OF THE EXISTING 30-FOOT WATER EASEMENT.

THE ABOVE DESCRIBED STRIP OF LAND CONTAINS 6,943 SQUARE FEET (0.159 ACRES), MORE OR LESS AND IS SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY NOW ON RECORD OR EXISTING.



MICHAEL DAVID LANG, PLS
COLORADO REGISTRATION NO. 37053
RIDGETOP ENGINEERING AND SURVEYING



541 E. Garden Drive, Unit N Windsor, CO 80550
T (970) 663-4552 W ridgetopeng.com

LAND DESCRIPTION

E 1/2 OF THE SW 1/4 OF SEC. 8,
T3N, R68W, 6TH P.M.,
COUNTY OF WELD, STATE OF
COLORADO

Project: 20-132-001
Drawing: EASE02
Field Date:
Crew:
Drafted By: BA
Date: 05/26/2022
Revised: -

Sheet:

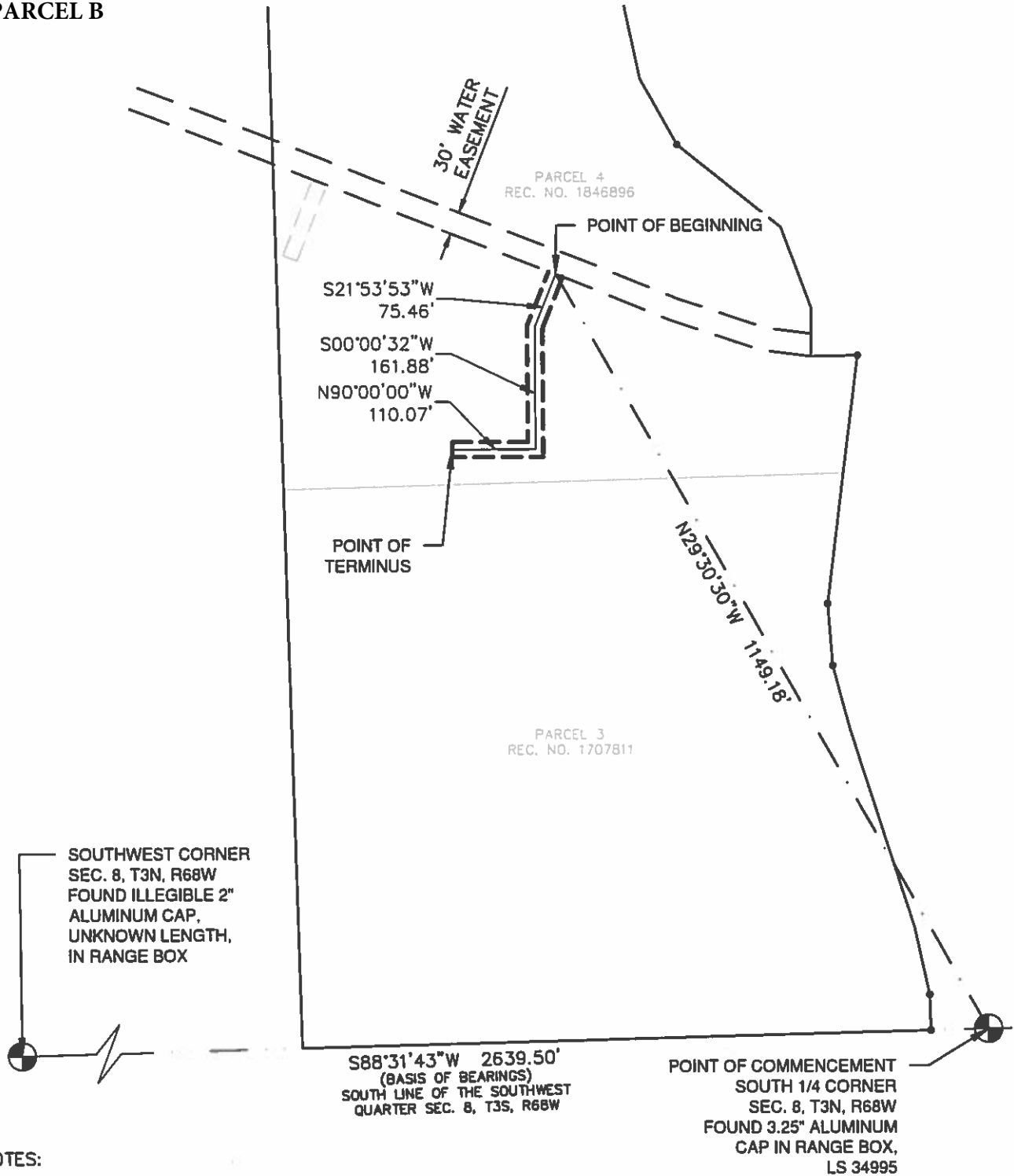
1

39

DESCRIPTION EXHIBIT

Section 8, Item d.

PARCEL B



NOTES:

1. THIS EXHIBIT IS NOT A LAND SURVEY PLAT, OR AN IMPROVEMENT SURVEY PLAT. THE DRAWING IS ONLY INTENDED TO GRAPHICALLY REPRESENT THE WRITTEN DESCRIPTION.

0 200 400
scale 1"=200' feet



RIDGETOP
ENGINEERING & SURVEYING

541 E. Garden Drive, Unit N Windsor, CO 80550
T (970) 663-4552 W ridgetopeng.com

LAND DESCRIPTION

E 1/2 OF THE SW 1/4 OF SEC. 8,
T3N, R68W, 6TH P.M.,
COUNTY OF WELD, STATE OF
COLORADO

Project: 20-132-001
Drawing: EASE02
Field Date:
Crew:
Drafted By: BA
Date: 05/26/2022
Revised: -

Sheet:

2

40



Agenda Item Summary

MEETING DATE: July 11, 2022

SUBJECT: **Resolution No. 48-R-2022** – A Resolution of the Town of Mead, Colorado, Approving the Second Amendment to Agreement for Professional Services with Ditesco, LLC and Authorizing Execution of Task Order Nos. 2021-001, 2021-002, 2021-003 and 2021-006 (re Construction Management Services for Public Works Facility, 3rd Street Paving Project and Highland Lake Projects)

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

SUMMARY

Staff is requesting approval of an amendment to the professional services agreement with Ditesco, LLC, a Colorado limited liability company (“Contractor”).

The Contractor provides certain owner’s representative / project management services to the Town under an Agreement for Professional Services dated March 30, 2021 and as amended by that certain First Amendment to Agreement dated April 11, 2022 (together, the “Agreement”).

Specifically, the Contractor currently serves as the Town of Mead’s principal point of contact and liaison between the architect, general contractor, other consultants, contractors and vendors for the following Town projects: Public Works Facility construction, 3rd Street Reconstruction project, Highland Lake Park and Highland Lake Pier project, and the Recreation Center/Field House (Bean Plant) projects (together, the “Town Projects”).

The Contractor has provided additional construction management and administrative services to the Town for the Town Projects as detailed below, specifically the services summarized for Task Order Nos. 2021-001, 2021-002, 2021-003 and 2021-006 (together, the “Task Orders”).

In order to authorize payment to the Contractor for the services set forth in the Task Orders, the Agreement must be amended to adjust the not-to-exceed compensation amount set forth in Section IV.A. of the Agreement from \$615,000 to \$673,000 to account for the not-to-exceed amount of \$57,849.00 representing the cumulative total of the Task Orders.

The amendment/modification to the Agreement is set forth in that certain Second Amendment to the Agreement (the “Second Amendment”), a copy of which is attached to the Resolution as **Exhibit 1**. A summary of the Task Orders is attached to the Resolution as **Exhibit 2**.

The Resolution: (1) approves the Second Amendment, and (2) authorizes the Mayor to execute the Second Amendment on behalf of the Town. Town Staff is recommending approval of the Resolution.

This item is included on the July 11, 2022 consent agenda. A motion to approve the consent agenda will approve the Resolution.

FINANCIAL CONSIDERATIONS

Second Amendment Summary:

Task Order 2021-001	Public Works Facility	\$31,012
Task Order 2021-002	3rd Street Paving Project	\$17,449
Task Order 2021-003	Highland Lake Park	\$ 7,468
Task Order 2021-006	Highland Lake Pier	\$ 1,920
Total Second Amendment		\$57,849
Original NTE Compensation Amount – PW Facility, 3 rd Street, Highland Lake		\$225,000
First Amendment – Community Center/Bean Plant services		\$385,619
Second Amendment – Additional services PW Facility, 3 rd Street, Highland Lake		\$ 57,849
Total		\$668,468
Original NTE Compensation Amount – PW Facility, 3 rd Street, Highland Lake		\$225,000
First Amendment – Revised NTE Compensation Amount		\$615,000
Second Amendment – Revised NTE Compensation Amount		\$673,000

STAFF RECOMMENDATION/ACTION REQUIRED

As set forth above, this item is included on the July 11, 2022 consent agenda. If this item is pulled off of consent for additional questions or clarifications, Town Staff recommends the following motion:

Recommended Motion – “I move to adopt Resolution No. 48-R-2022, A Resolution of the Town of Mead, Colorado, approving the Second Amendment to Agreement for Professional Services with Ditesco, LLC, and authorizing execution of Task Order Nos. 2021-001, 2021-002, 2021-003 and 2021-006 (re construction management services for Public Works Facility, 3rd Street Paving Project and Highlands Lake Projects), and further move to authorize payment to Ditesco, LLC in the not-to-exceed sum of fifty-seven thousand eight hundred forty-nine dollars (\$57,849.00) for construction management services provided to the Town under the above-referenced Task Orders.”

ATTACHMENTS

Resolution No. 48-R-2022
Ditesco PSA – Second Amendment (**Exhibit 1** to Resolution)
Summary of Task Orders (**Exhibit 2** to Resolution)

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 48-R-2022**

A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING THE SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES WITH DITESCO, LLC AND AUTHORIZING EXECUTION OF TASK ORDER NOS. 2021-001, 2021-002, 2021-003 AND 2021-006 (RE CONSTRUCTION MANAGEMENT SERVICES FOR PUBLIC WORKS FACILITY, 3RD STREET PAVING PROJECT AND HIGHLAND LAKE PROJECTS)

WHEREAS, the Town of Mead and DITESCO, LLC, a Colorado limited liability company (“Contractor”) entered into that certain Agreement for Professional Services dated March 30, 2021 as amended by that certain First Amendment to Agreement dated April 11, 2022 (together, the “Agreement”), pursuant to which Contractor provides certain owner representative / project management services for the Town (“Services”); and

WHEREAS, the Town and Contractor desire to amend the Agreement as specifically set forth in that certain Second Amendment to Agreement for Professional Services (the “Second Amendment”), a copy of which is attached to this Resolution as **Exhibit 1** in order to adjust the not-to-exceed compensation amount set forth in Section IV.A. of the Agreement to account for the specific Services set forth in Task Order Nos. 2021-001, 2021-002, 2021-003 and 2021-006 (re construction management services associated with the Public Works Facility, the 3rd Street Paving Project and the Highlands Lake Projects) (together, the “Task Orders”); and

WHEREAS, a summary of the Task Orders is attached to this Resolution as **Exhibit 2** and is incorporated herein by reference; and

WHEREAS, the Board of Trustees desires to approve the Second Amendment and further desires to authorize the Mayor to execute the Second Amendment on behalf of the Town,

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

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

Section 2. The Board of Trustees hereby: (a) approves the Second Amendment in substantially the same form as is attached in **Exhibit 1**; (b) authorizes the Town Attorney in cooperation with the Town Manager to make non-material changes to the Second Amendment that do not increase the Town’s financial obligations; (c) authorizes the Mayor to execute the Second Amendment on behalf of the Town when in final form; and (d) delegates authority to the Town Manager to execute the Task Orders.

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

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 11TH DAY OF JULY, 2022.

ATTEST:

TOWN OF MEAD

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

By: _____
Colleen G. Whitlow, Mayor

Exhibit 1

Second Amendment to Professional Services Agreement (DITESCO, LLC)

Exhibit 2

Summary of Task Orders (Task Order Nos. 2021-001, 2021-002, 2021-003 and 2021-006 (re construction management services associated with the Public Works Facility, the 3rd Street Paving Project and the Highlands Lake Projects)

**Town of Mead, Colorado
SECOND AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES**

Project/Services Name: Owner’s Representative Services

THIS SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES (“Second Amendment”) amends the Agreement for Professional Services 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”), and **DITESCO, LLC**, a Colorado limited liability company, with a principal office address of 2133 S. Timberline Road, Suite 110, Fort Collins, CO 80525 (the “Contractor”). The Town and Contractor may be collectively referred to herein as the “Parties” or individually as “Party.”

RECITALS

WHEREAS, the Parties entered into that certain Agreement for Professional Services dated March 30, 2021 as amended by that certain First Amendment to Agreement dated April 11, 2022 (together, the “Agreement”), pursuant to which Contractor provides certain owner’s representative / project management services for the Town (“Services”); and

WHEREAS, the Agreement contemplates that the Contractor may, pursuant to the approval of one or more Task Orders, provide on-call Services to the Town for the Public Works Facility Project, the 3rd Street Reconstruction Project, the Community Center/Bean Plant Project, the Highland Lake Projects and future projects as determined by the Town; and

WHEREAS, Section IV.A. of the Agreement currently limits Contractor compensation to a total of six hundred fifteen thousand dollars (\$615,000.00) (the “Total NTE Amount”); and

WHEREAS, the Board of Trustees desires to increase the Total NTE Amount of six hundred fifteen thousand dollars (\$615,000.00) set forth in Section IV.A. of the Agreement to six hundred seventy-three thousand dollars (\$673,000.00) in order to account for Services provided by the Contractor pursuant to Task Order Nos. 2021-001, 2021-002, 2021-003 and 2021-006; and

WHEREAS, Section XII.F of the Agreement requires any contract modifications to be in writing and signed by both Parties; and

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

1. **Recitals.** The foregoing recitals are true and correct and are incorporated into the Second Amendment by this reference as though set forth in full.
2. **Original Terms and Conditions.** Except as amended herein, the original terms and conditions of the Agreement remain in full force and effect.

3. **Not-to-Exceed Amount.** The second sentence of Section IV.A. of the Agreement is hereby amended to read in full as follows:

A. Not-to-Exceed Amount. [. . .] Compensation to be paid hereunder shall not exceed **Six Hundred Seventy-Three Thousand Dollars and No Cents (\$673,000.00)** (“Not-to-Exceed Amount”) unless a larger amount is agreed to by and between the Parties in accordance with the amendment requirements of this Agreement. [. . .]

4. **Conflict.** This Second Amendment is and shall be construed as part of the Agreement. In the case of any inconsistency between this Second Amendment and the Agreement, the provisions containing such inconsistency shall be reconciled with one another to the maximum extent possible, and then to the extent of any remaining inconsistency, the terms of this Second Amendment shall control.

5. **Counterparts; Facsimile or Electronic Signature; Authority.** The Parties hereto agree that this Second Amendment may be executed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. The Parties further agree that this Second Amendment may be executed by facsimile or electronic signature, and that any facsimile or electronic signature shall be binding upon the party providing such signature as if it were the party’s original signature.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment to Agreement for Professional Services. By the signature of its representatives below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Second Amendment.

THIS SECOND AMENDMENT is executed and made effective as provided herein.

TOWN OF MEAD, COLORADO:

ATTEST:

Mary E. Strutt, MMC, Town Clerk

By: _____
Colleen G. Whitlow, Mayor

Date of execution: _____, 2022

[Contractor signature page follows].

[Contractor signature page to Agreement for Professional Services – Second Amendment - Owner’s Representative Services]

DITESCO, LLC, a Colorado limited liability company

By: _____
Keith Meyer, Owner/Principal

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Second Amendment to Agreement for Professional Services was acknowledged before me this _____ day of _____, 2022, by Keith Meyer as Owner/Principal of DITESCO, LLC, a Colorado limited liability company.

Witness my hand and official seal.
My commission expires: _____

Notary Public
(Required for all contracts (C.R.S. § 8-40-202(2)(b)(IV)))

[SEAL]

2nd Amendment

Section 8, Item e.

PROJECT TITLE: **Town of Mead - Ditesco PSA**
CONSULTANT: **Ditesco**
PROJECT NUMBER: **n/a**
TASK ORDER NO.:
DESCRIPTION: **(See below)**

1. Reason for change:

The reason for this contract change is to revise the contract to include additional construction management and administrative services for the Public Works Project, 3rd Street Paving Project and Highland Lake Projects

2. Description of Change:

Public Works Task Order 2021-001: The description of the contract change is summarized as additional construction management and administration services to be performed by Ditesco due to extend contract time, coverage and additional weekend coverage of work.

Additional Coverage to support Contractor:
Matt Jardin = 209 @ \$120 = \$25,080
George Latour = 20 @ \$158 = \$3,160
Admin = 9 @ \$68 = \$612
Weekend and Extended Work Hours 2021/2022 = 18 @ \$120 = \$2,160

Public Works Task Order 2021-001 Change Order Amount = \$31,012

3rd Street Paving Project Task Order 2021-002: The description of the contract change is summarized as additional construction management and administration services to be performed by Ditesco due to extend contract time and additional weekend coverage of work.

Extended Contract Time 12/31/21 to 6/30/22
Matt Jardin = 62 @ \$120 = \$7,440
George Latour = 37.5 @ \$158 = \$5,925
Admin = 8 @ \$68 = \$544
Weekend and Extended Work Hours 2021/2022 = 29.5 @ \$120 = \$3,540

3rd Street Paving Task Order 2021-002 Change Order Amount = \$17,449

Highland Lake Park Task Order 2021-003: The description of the contract change is summarized as additional construction management and administration services to be performed by Ditesco due to extend contract time and additional weekend coverage of work.

Extended Contract Time 12/31/21 to 6/30/22
Matt Jardin = 31 @ \$120 = \$3,720
George Latour = 12 @ \$158 = \$1,264
Admin = 3 @ \$68 = \$204
Weekend and Extended Work Hours 2021/2022 = 19 @ \$120 = \$2,280

Highland Lake Park Project Task Order 2021-003 Change Order Amount = \$7,468

Highland Lake Pier Task Order 2021-006: The description of the contract change is summarized as additional construction management and administration services to be performed by Ditesco due to extend contract time and additional weekend coverage of work.

Extended Contract Time 12/31/21 to 6/30/22
Weekend and Extended Work Hours 2021/2022 = 16 @ \$120 = \$1,920

Highland Lake Pier 2021-006 Change Order Amount for the Highland Lake Park Project = \$1,920

3. Change in Contract Cost: \$ 57,849

4. Change in Contract Time: no extension needed

ORIGINAL CONTRACT/TASK COST	\$225,000.00
TOTAL APPROVED AMENDMENT	\$385,619.00
TOTAL PENDING AMENDMENT	\$0.00
TOTAL THIS AMENDMENT	\$ 57,849
TOTAL % OF ORIGINAL CONTRACT, THIS AMENDMENT	25.71%
TOTAL % OF ORIGINAL CONTRACT, ALL AMENDMENTS	197.10%
ADJUSTED CONTRACT COST	<u>\$668,468.00</u>

(Assuming all amendments approved)

ACCEPTED BY: _____ DATE: _____
Consultant's Representative

REVIEWED BY: _____ DATE: _____
Town Engineer / Public Works Director

APPROVED BY: _____ DATE: _____
Town Manager

APPROVED BY: _____ DATE: _____

cc: City Clerk
Engineer
Project File



Agenda Item Summary

MEETING DATE: July 11, 2022

SUBJECT: **Ordinance No. 1001** – An Ordinance of the Town of Mead, Colorado, Calling for the 2022 Regular Election to Be Held as a Coordinated Election and Delegating Authority to the Town Clerk to Execute a Memorandum of Intergovernmental Agreement with Weld County Regarding the Coordinated Election to Be Held on Tuesday, November 8, 2022

PRESENTED BY: Mary Strutt, Town Clerk / Treasurer

SUMMARY

The Town of Mead Regular Municipal Election is scheduled for November 8, 2022. The attached ordinance calls for the election to be held as a coordinated election with Weld County and delegates authority to execute the Weld County Intergovernmental Agreement to the Town Clerk. The following Trustee seats are up for election in November:

Mayor	4-year term	(Whitlow)
Trustee	4-year term	(Adams)
Trustee	4-year term	(Babcock)
Trustee	4-year term	(Harris)
Trustee	2-year term	(Schrantz)

The ballot language for the Trustee election and any other referred items, must be submitted to Weld County by September 9, 2022.

FINANCIAL CONSIDERATIONS

The cost to coordinate the election will be about \$1.25 per registered elector on election day or approximately \$5,000.00. Election costs are budgeted under 01-41-5230.

STAFF RECOMMENDATION/ACTION REQUIRED

A motion to adopt the consent agenda for July 11, 2022 will approve this item. If the ordinance is removed from the consent agenda, the suggested motion is:

“I move to adopt Ordinance No. 1001 – An Ordinance of the Town of Mead, Colorado, Calling for the 2022 Regular Election to Be Held as a Coordinated Election and Delegating Authority to the Town Clerk to Execute a Memorandum of Intergovernmental Agreement with Weld County Regarding the Coordinated Election to Be Held on Tuesday, November 8, 2022”

ATTACHMENTS

Ordinance No. 1001

**TOWN OF MEAD, COLORADO
ORDINANCE NO. 1001**

**AN ORDINANCE OF THE TOWN OF MEAD, COLORADO, CALLING FOR
THE 2022 REGULAR ELECTION TO BE HELD AS A COORDINATED
ELECTION AND DELEGATING AUTHORITY TO THE TOWN CLERK TO
EXECUTE A MEMORANDUM OF INTERGOVERNMENTAL
AGREEMENT WITH WELD COUNTY REGARDING THE COORDINATED
ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022**

WHEREAS, November 8, 2022, is a designated coordinated election date under state law; and

WHEREAS, November 8, 2022, is the date of the Town of Mead's regular election; and

WHEREAS, the Town of Mead desires to conduct the 2022 regular election as a coordinated election; and

WHEREAS, pursuant to C.R.S. § 1-7-116(5), the Town has notified the Weld County Clerk and Recorder in writing of its intent to participate in the November 8, 2022, election; and

WHEREAS, pursuant to C.R.S. § 1-7-116(1), if more than one political subdivision holds an election on the same day in November and the eligible electors for each election are the same or the boundaries overlap, the county clerk and recorder shall conduct the elections on behalf of all political subdivisions; and

WHEREAS, Section 1-7-116(2), C.R.S., states that the political subdivisions for which the county clerk and recorder will conduct the coordinated election shall enter into an agreement with the county clerk and recorder, which agreement shall be signed no later than seventy (70) days prior to the election, or on or before August 30, 2022; and

WHEREAS, the Board of Trustees of the Town of Mead wishes to enter into such an agreement with the Weld County Clerk and Recorder regarding the conduct of the coordinated election; and

WHEREAS, Sections 31-10-102.7 and 1-1-102(1), C.R.S., allow a municipality to provide by ordinance or resolution that it will utilize the requirements and procedures of the Uniform Election Code of 1992, Articles 1 to 13 of Title 1, C.R.S. (the "Uniform Election Code") in lieu of the Municipal Election Code of 1965, Article 10 of Title 31, C.R.S., with respect to any election; and

WHEREAS, in accordance with Section 2-1-10 of the Municipal Code, this Ordinance confirms that the November 8, 2022 regular election will be conducted pursuant to the requirements and procedures of the Uniform Election Code.

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

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

Section 2. Conduct of 2022 Regular Election. The Board of Trustees hereby confirms that the Town’s 2022 regular election shall be conducted as a coordinated election, and that for such coordinated election the Town shall utilize the requirements and procedures of the Uniform Election Code.

Section 3. Delegation of Authority to Execute IGA. The Board of Trustees hereby delegates authority to the Town Clerk to execute the Memorandum of Intergovernmental Agreement for Conduct of Coordinated Elections between the Town, the Weld County Board of County Commissioners and the Weld County Clerk and Recorder regarding the conduct of the November 8, 2022 coordinated election, once approved as to form by the Town Attorney (the “Election IGA”), and authorizes the Town Manager, the Town Clerk and their respective designees to take whatever action is necessary to coordinate the election. The Election IGA shall be executed on or before August 30, 2022.

Section 4. Appointment of DEO. The Designated Election Official for the Town for the 2022 coordinated election is the Town Clerk.

Section 5. Approval of Costs. The Board of Trustees hereby specifically approves the expenditure of the Town’s pro rata share of the actual costs for the Weld County Clerk and Recorder to conduct the coordinated election, including the Town’s pro rata share of the costs of printing and mailing the ballots and all other election expenses pursuant to the terms of the Election IGA.

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

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

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 11TH DAY OF JULY, 2022.

ATTEST:

TOWN OF MEAD

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

By: _____
Colleen G. Whitlow, Mayor



Agenda Item Summary

MEETING DATE: July 11, 2022 (Public Hearing item – continued from June 27, 2022)

SUBJECT: **Resolution No. 49-R-2022** - A Resolution of the Town of Mead, Colorado, Conditionally Approving the Service Plan for Access 25 Metropolitan District Nos. 1-6, Authorizing Execution of the Intergovernmental Agreement between the Town and the Districts, and Authorizing the Execution of the Assignment of the License and Easement Agreement Between the Town and the Districts

PRESENTED BY: Marcus McAskin, Town Attorney

SUMMARY

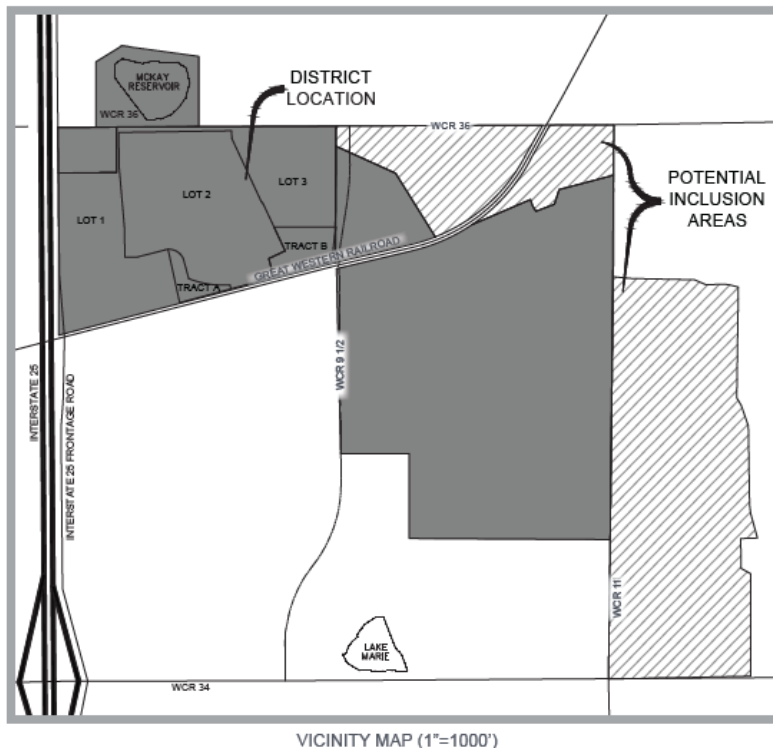
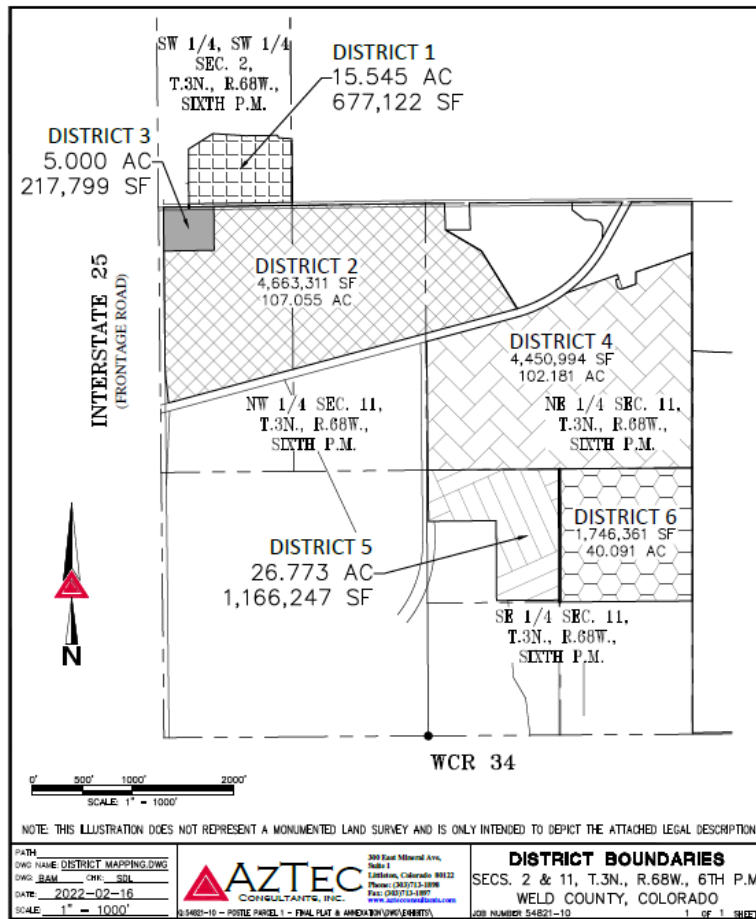
Resolution No. 49-R-2022 (the “Resolution”) **approves with conditions** the Service Plan for the Access 25 Metropolitan District Nos. 1-6 (the “Service Plan”), approves the form of intergovernmental agreement between the Town of Mead and the Access 25 Metropolitan District Nos. 1-6 (“Intergovernmental Agreement”), and authorizes execution of assignment of a Town license and easement agreement to the Districts.

The Board of Trustees opened the hearing on the Service Plan on June 27, 2022, and at that time continued the hearing to July 11, 2022 to allow applicant and staff to continue discussions regarding debt capacity of the Districts and related issues. Notice of the hearing was published and circulated in accordance with Mead Municipal Code (“MMC”) Section 12-2-40, and the Certificate of Mailing and Affidavit of Publication are on file with the Town Clerk.

The location of the proposed Access 25 Metropolitan District Nos. 1-6 (“Districts”) is shown on the following page. As set forth in the Service Plan, the boundaries of the proposed Districts include 296.645 acres (“Initial Boundaries”), with a future inclusion area of 147.749 acres, more or less (“Future Inclusion Area”), also shown on the following page, generally located northeast of the intersection of Interstate 25 and Weld County Road 34, as more particularly shown and described in Exhibits A, B-1, and B-2 of the Service Plan (“Property”). Mead Industrial Development, LLC (“Applicant”) currently owns the Property and is proposing the organization of the Districts to provide certain public improvements and services for the benefit of development of the Property.

The development of the property in the Initial Boundaries of the Districts is anticipated to include about 1,685,000 square feet of commercial development at build-out, consistent with the Postle Subdivision Filing No. 1 Final Plat. Applicant submitted the Service Plan application to the Town on February 28, 2022, and subsequently resubmitted on May 27, June 16, and July 6, 2022, including a letter of intent (“Letter”).

Submittal materials are linked here: <https://www.dropbox.com/sh/al7qgx3yt54y89e/AAB6X9Px-U706ZZMjgUFcaFza?dl=0>.



As required by the MMC, the Letter discusses the public benefit to be provided by the Districts; the public improvements to be financed, operated, and/or maintained; and satisfaction of the state law criteria for district formation. The Letter sets forth the Districts' purpose – to finance improvements, including regional improvements, for mixed use and commercial development of the Property. The anticipated improvements include street, storm sewer, sanitary sewer and water improvements that no other governmental entity is ready to provide on a comparable basis at this time. The proposed Districts would also have the authority to manage raw water and an associated non-potable irrigation water system, subject to approval by Little Thompson Water and the Town. In addition, as required by the MMC, the Letter discusses Colorado Revised Statutes, Sec. 32-1-203(2) criteria for formation of districts. These criteria are provided below.

A copy of the Service Plan is included in the linked materials at

<https://www.dropbox.com/sh/al7qgx3yt54y89e/AAB6X9Px-U706ZZMJgUFcaFza?dl=0>

and will be attached to Resolution 49-R-2022 as ATTACHMENT A.

DISCUSSION

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

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

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

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

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

(i) State law criteria

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

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

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

(ii) Substantial compliance with Model Service Plan

Sec. 12-2-20(a) requires that the service plan substantially comply with the Town's service plan. The model service plan addresses, more specifically, the requirements of MMC Section 12-2-20(b), which criteria are addressed below.

- Applicant is proposing certain changes to the model service plan that staff has determined are in substantial compliance with same, namely a higher debt authorization balanced with a lower debt mill levy cap and total aggregate mill levy cap than the model service plan permits.

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

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

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

The Service Plan includes a maximum debt service mill levy limit of 35 mills, which is less than the model service plan permitted 45 mills.

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

In conformance with the model service plan, the Service Plan includes a maximum operating mill levy limit of 10 mills. However, if the Districts operate and maintain a non-potable water system for the development and additional funds are necessary for its operation and maintenance, the Districts would have authority to impose a maximum operating mill levy of 15 mills. The combined operating and debt mill levies would still be subject to the maximum aggregate mill levy of 45 mills, which is lower than the aggregate mill levy cap of 55 mills permitted in the model service plan. By way of example, the District could impose 30 mills for debt service and 15 mills for operations and maintenance, or 35 mills for debt service and 10 mills for operations and maintenance.

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

The Service Plan includes an aggregate maximum mill levy of 45 mills, including operating and debt mill levy, but not including the Town O&M Mill Levy. The proposed aggregate maximum mill levy is lower than the 55 mills permitted in the model service plan.

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

The Capital Plan is included as Exhibits D-1 and D-2 to the Service Plan. The Capital Plan details improvements anticipated to be financed by the Districts and cost estimates for such improvements. The Capital Plan informs the debt cap, which proposed debt cap exceeds the estimated improvement costs plus a 10% contingency. The Capital Plan projects capital improvement costs of \$42,049,996, including contingency beyond 10%.

The requested maximum debt authorization for the Initial Boundaries is \$60,000,000, more in line with the Financial Plan as explained in part (8) below. Additional language provides that upon annexation of the Future Inclusion Area into the Town, the Town and Districts will be authorized to memorialize an increase in Maximum Debt Authorization through an amendment to the Town-District IGA, to reflect the additional debt capacity (of an additional \$30,000,000), resulting in a total debt authorization of \$90,000,000 for the Initial Boundaries and Future Inclusion Area combined, and conditioned on the annexation of the Future Inclusion Area to the Town.

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

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

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

The Service Plan includes the IGA as Exhibit C.

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

Consistent with the model service plan, the Service Plan includes the IGA execution requirement in Section IX. Section IX also requires that the Districts execute an agreement to assume certain maintenance obligations associated with McKay Lateral Ditch, as set forth in a License and Easement Agreement among McKay Lateral Ditch Company, Longshadows, LLC, Mead Industrial Development, LLC, Mead Investors 1, LLC, Mead Investors 2, LLC, and the Town.

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

The Financial Plan, attached as Exhibits E-1 and E-2 to the Service Plan, for the Initial Boundaries and the Future Inclusion Area, respectively, was prepared by Piper Sandler and includes 30-year projections of tax revenue, including the Town O&M Mill Levy. The Financial Plan includes the projected costs associated with the issuance of debt to pay for capital improvements including, without limitation, the cost of issuance, capitalized interest, and reserve funds. The Financial Plan projects 2022 bond issuances in the par amount of \$63,553,000 to finance the capital costs for the Initial Boundaries, and projects 2029 bond issuances in the par amount of \$39,559,000 to finance the

capital costs for the Future Inclusion Area. Actual bond issuances will be subject to the limitation in the Service Plan, including maximum debt authorization limits.

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

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

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

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

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

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

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

CONDITIONS OF APPROVAL:

- a. The Districts' Boards of Directors shall execute the Intergovernmental Agreement (in substantially the form attached as Exhibit C to the Service Plan) (the "Town-District IGA") within 90 days after the entry of the decree of formation of the Districts and shall file an executed duplicate original of such executed Town-District IGA with the Town Clerk within ten (10) days of the date of execution.
- b. The Districts' Boards of Directors shall execute the assignment of that certain License and Easement Agreement (in substantially the form attached as Exhibit C-1 to the Service Plan) (the "Town-District Assignment") within 90 days after the entry of the order and decree of formation of the Districts issued by the Weld County District Court and shall file an executed duplicate original of such executed Town-District Assignment with the Town Clerk within ten (10) days of the date of execution.
- c. The Districts shall not incur any indebtedness or impose any taxes or fees until the Districts have approved and executed the Town-District IGA and Town-District Assignment as required above.

Resolution 49-R-2022 also approves the Town-District Assignment in substantially the form attached as EXHIBIT C-1 to the Service Plan and authorizes the Mayor or Town Manager to execute the Town-District Assignment on behalf of the Town once in final form.

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

FINANCIAL CONSIDERATIONS

The Service Plan requires imposition of the Town O&M Mill Levy, which may be adjusted in case of changes in the method of calculating assessed valuation. Assuming the growth in assessed value in the Districts as set forth in the Service Plan and Financial Plan (Exhibits E-1 and E-2), the Town O&M Mill Levy is projected to generate in excess of \$1,000,000.00 for the Initial Boundaries and Inclusion Area per year at full build out of the Districts.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends approval of Resolution No. 49-R-2022.

Suggested Motion:

“I MOVE TO APPROVE RESOLUTION NO. 49-R-2022, A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING WITH CONDITIONS THE SERVICE PLAN FOR ACCESS 25 METROPOLITAN DISTRICT NOS. 1-6, AUTHORIZING EXECUTION OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN AND THE DISTRICTS, AND AUTHORIZING THE EXECUTION OF THE ASSIGNMENT OF THE LICENSE AND EASEMENT AGREEMENT BETWEEN THE TOWN AND THE DISTRICTS.”

ATTACHMENTS

1) Resolution 49-R-2022

2) <https://www.dropbox.com/sh/al7qgx3yt54y89e/AAB6X9Px-U706ZZMlgUFcaFza?dl=0>

Executive Summary dated July 5, 2022

Service Plan for Access 25 Metropolitan District Nos. 1-6

EXHIBIT A	Vicinity Map
EXHIBIT B-1	Initial District Boundary Map and Legal Description
EXHIBIT B-2	Inclusion Area Boundary Map and Legal Description
EXHIBIT C	Town-District IGA
EXHIBIT C-1	Assignment of License and Easement Agreement (McKay Ditch)
EXHIBIT D-1	Capital Plan (Initial District Boundaries)
EXHIBIT D-2	Capital Plan (Inclusion Area Boundaries)
EXHIBIT E-1	Financial Plan (Initial District Boundaries)
EXHIBIT E-2	Financial Plan (Inclusion Area Boundaries)
EXHIBIT F	Form of District Disclosure Notice

Letter of Intent dated July 5, 2022 (required by Sec. 12-2-10(e) of the MMC)

PowerPoint presentation

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 49-R-2022**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO,
CONDITIONALLY APPROVING THE SERVICE PLAN FOR ACCESS 25
METROPOLITAN DISTRICT NOS. 1-6, AUTHORIZING EXECUTION OF
THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN
AND THE DISTRICTS, AND AUTHORIZING THE EXECUTION OF THE
ASSIGNMENT OF THE LICENSE AND EASEMENT AGREEMENT
BETWEEN THE TOWN AND THE DISTRICTS**

WHEREAS, Mead Industrial Development, LLC, a Colorado limited liability company (the “Proponent”), the 100% fee owner of the property within the development known as the Access 25 Logistics Park (the “Project”), has proposed the organization of the Access 25 Metropolitan District Nos. 1-6 (together, the “Districts”) to provide certain public improvements and services for the benefit of the Project; and

WHEREAS, a service plan for the proposed Districts (the “Service Plan”) was originally submitted by the Proponent to the Town on February 28, 2022 and resubmitted on May 27, 2022 and on June 16, 2022, in accordance with the applicable provisions of Chapter 12 of the Mead Municipal Code (“MMC”); and

WHEREAS, the initial boundaries of the Districts will include approximately 296.645 acres, generally located northeast of the intersection of Weld County Road (WCR) 34 and Interstate 25, as more particularly shown and described in the vicinity map attached as Exhibit A to the Service Plan and the map and legal description attached as Exhibit B-1 to the Service Plan (“Initial District Boundaries”); and

WHEREAS, the inclusion area boundaries of the Districts will include approximately 147.749 acres, generally located south of WCR 36 and east of WCR 11, as more particularly shown and described in the vicinity map attached as Exhibit A to the Service Plan and the map and legal description attached as Exhibit B-2 to the Service Plan (“Inclusion Area Boundaries”); and

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

WHEREAS, the Proponent has submitted a Letter of Intent revised and resubmitted on July 6, 2022 (“Letter of Intent”), as required by MMC Section 12-2-10(e); and

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

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

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

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

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

Section 2. Based on the contents of the Service Plan and other evidence presented at the public hearing of the Board of Trustees held on June 27, 2022 and continued to July 11, 2022, and in accordance with MMC Section 12-2-50, the Board of Trustees hereby finds and determines as follows:

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

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

- a. The Districts' Boards of Directors shall execute the Intergovernmental Agreement (in substantially the form attached as Exhibit C to the Service Plan) (the "Town-District IGA") within 90 days after the entry of the decree of formation of the Districts and shall file an executed duplicate original of such executed Town-District IGA with the Town Clerk within ten (10) days of the date of execution.
- b. The Districts' Boards of Directors shall execute the assignment of that certain License and Easement Agreement (in substantially the form attached as Exhibit C-1 to the Service Plan) (the "Town-District Assignment") within 90 days after the entry of the order and decree of formation of the Districts issued by the Weld County District Court and shall file an executed duplicate original of such executed Town-District Assignment with the Town Clerk within ten (10) days of the date of execution.

- c. The Districts shall not incur any indebtedness or impose any taxes or fees until the Districts have approved and executed the Town-District IGA and Town-District Assignment as required above.

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

Section 5. The Board of Trustees hereby approves the Town-District Assignment in substantially the form attached as Exhibit C to the Service Plan and: (a) authorizes the Mayor or Town Manager, in consultation with the Town Attorney, to make such other changes as may be needed to the Town-District Assignment in order to correct any nonmaterial errors or language; and (b) authorizes the Mayor, Mayor Pro-Tem or Town Manager to execute the Town-District Assignment on behalf of the Town following approval as to form by the Town Attorney and following the date on which the Districts' Boards of Directors have caused an executed duplicate original of the Town-District Assignment to be filed of record with the Town Clerk

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

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

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

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

INTRODUCED, READ, PASSED AND ADOPTED THIS 11TH DAY OF JULY, 2022.

ATTEST:

TOWN OF MEAD

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

By: _____
Colleen G. Whitlow, Mayor

ATTACHMENT A

Service Plan for Access 25 Metropolitan District Nos. 1-6

[The Service Plan may be accessed at the following link:

<https://www.dropbox.com/sh/al7qgx3yt54y89e/AAB6X9Px-U706ZZMJgUFcaFza?dl=0>.

*[A copy of the Service Plan will be attached to the execution version of this Resolution at the request
of the Proponent]*

**Memorandum**

File No. 5500279.0012

To: Town of Mead

From: David S. O'Leary, Esq.

Re: Executive Summary of the Major Components of the Proposed Service Plan for Access 25 Metropolitan District

Date: Revised and Resubmitted July 5, 2022

The Access 25 Metropolitan District Nos. 1-6 (collectively, the “District”) is a proposed governmental entity and political subdivision of the State of Colorado, designed to serve as a quasi-municipal corporation operating with an elected five-person Board of Directors. The primary purpose of the District is to finance required infrastructure and to provide an institutional structure for any approved operation and maintenance functions not provided by the Town. The Access 25 Metropolitan District Service Plan substantially conforms to the Town’s most recent model service plan.

- The Initial 296.645 acres of property in the initial boundaries of the Districts is projected to contain commercial development which is currently projected to include 3,360,570 square feet of commercial development divided into different phases and buildings, currently estimated at present to be 14 commercial buildings with the initial estimated build out to include resulting in a combined total projected actual valuation of \$672,150,000 in actual value. The estimated valuation of the taxable value of the property would be \$758,689,997 in actual value and \$215,705,980 in assessed valuation (projected in the 2031 assessment year – 2 years after projected completion of the final build out of the property within the initial boundaries).
- The additional 147.749 acres of property in the future inclusion area boundaries of the Districts is projected to contain commercial development which is currently projected to include 1,685,000 square feet of commercial development resulting in a combined total projected actual valuation of \$337,000,000 in actual value. The estimated valuation of the taxable value of the property would be \$427,439,386 in actual value and \$121,526,884 in assessed valuation (projected in the 2036 assessment year – 2 years after projected completion of the final build out of the future inclusion area property).

- Six Districts covering the initial Access 25 Metropolitan District Nos. 1-6:
 - District No. 1 – 15.454 acres
 - District No. 2 – 107.055 acres
 - District No. 3 – 5.000 acres
 - District No. 4 – 102.181 acres
 - District No. 5 – 26.773 acres
 - District No. 6 – 40.091 acres

Total Acreage: 296.645 acres in initial boundaries of Districts
- The Future inclusion area parcels that may be included into one or more of the Districts in the Future are estimated to include 1,685,000 square feet of commercial and industrial property divided into different phases and buildings within four primary inclusion areas:
 - Inclusion Area A – 110.455 acres
 - Inclusion Area B – 12.999 acres
 - Inclusion Area C – 1.917 acres
 - Inclusion Area D – 22.378 acres

Total Acreage: 147.749 acres in future inclusion area parcels

Service Area Total Acres: 444.394 acres in Initial and Future Inclusion areas
- Initial District boundaries of District Nos. 1-6 are estimated to include approximately 296.645 acres of mixed use/commercial zoned property managed by the Mead Industrial Development, LLC or its affiliated entities, which will be created to permit formal organization, construction, financing, operations and maintenance. The property is proposed to contain commercial and industrial property and as defined in the Service Plan subject to approved development plans approved by the Town of Mead.
- The Service Area consists of approximately 296.645 acres of commercial zoned property in the Initial District Boundaries and 147.749 acres of additional mixed use and commercial property pending annexation and Town development approvals within the Inclusion Area Boundaries. The Districts are not anticipated to have any residents at this time as it will be primarily commercial and industrial property. The current assessed valuation of the property within the District boundaries is estimated to be zero dollars for purposes of this Service Plan and the projected assessed value of the District at build-out is expected to be sufficient to reasonably discharge the Debt under the Financial Plan attached hereto as Exhibit D.
- Boundaries may be adjusted within overall Project area depending on development phasing and requirements of bond financing, upon consideration of Town.
- Inclusion and Exclusion Limitation. The District shall not include any properties outside of the Inclusion Area Boundaries into its boundaries or exclude any property from its boundaries without the prior consent of the Town. The District shall not include within its boundaries any property inside the Inclusion Area Boundaries without advance notice to the Town. No property will be included within the District at any time unless such property has been annexed into the Town's corporate limits and received preliminary plat

approval. The District shall follow the procedure for inclusions and exclusions pursuant to Section 32-1-401, et seq., C.R.S., and Section 32-1-501, et seq., C.R.S.

- Authorized to undertake public improvements approved by the Town via the Service Plan as necessary to develop the public infrastructure for project, subject to site plan and planning department plan approvals.
- Major on and offsite public improvements made possible through the metropolitan district structure and financing including, but not limited to:
 - Weld County Road 36 and I-25 frontage road improvements
 - Weld County Road 9.5 major roadway improvements, traffic, signalization and signage with sidewalks on both sides
 - Widening of Weld County Road 34 and a traffic signal
 - Roadway Improvements to Weld County Road 11 and internal collector roadways
 - On and offsite water improvements and on and offsite sewer improvements
 - On and off-site Storm Sewer Improvements and water quality ponds
 - Non-Potable Water System Improvements if constructed and operated by the District will assist with water conservation and reduced potable water use
 - Improvements to McKay Lateral Irrigation Ditch and on-going maintenance
- Maximum debt issuance authorization requested is \$90,000,000, with \$60,000,000 for the initial boundaries (estimated to be approximately 296.645 acres of property) which is the amount initially estimated to provide net proceeds or project funds from District bond issuance(s) in an amount sufficient to cover current infrastructure estimates of approximately \$42,050,000 of capital costs for the initial boundaries based upon the initial capital plan provided in Exhibit D-1 of the Service Plan. An additional \$30,000,000 of debt authorization is requested for the inclusion area boundaries (estimated to be approximately 147.749 acres of property) which amount initially is estimated to provide net proceeds or project funds from District bond issuance(s) to cover future infrastructure estimates of \$21,081,191 of capital costs) of capital costs for the future inclusion area boundaries based upon the future inclusion area capital plan provided in Exhibit D-2 of the Service Plan (for a total requested aggregate Maximum Debt Authorization of \$90,000,000).
- The proponents for the District are willing to further limit the District debt service mill levy to 35 mills (instead of the allowed 45 mills) with a total aggregate mill levy cap of 45 mills to allow sufficient bond proceeds to generate the net proceeds needed to cover the capital costs outlined in Exhibits D-1 and D-2. The current estimated financial proforma attached as Exhibits E-1 and E-2 were run at 25 mills for debt, which is sufficient to generate net proceeds from bond issuance(s) in an amount sufficient to cover the Capital Plans (Exhibit D-1 and D-2) estimated capital costs needed for the development.
- The Maximum Debt Authorization may increase in the future, contingent upon the annexation of the Inclusion Area Boundaries to the Town and an update to the capital plan(s) for both the Initial District Boundaries and the Inclusion Area Boundaries that

would be completed concurrently with the processing of the annexation or within some fixed period of time following the effective date of the annexation.

- The future inclusion area debt authorization may not be utilized unless and until the effective date of the annexation of the Inclusion Area Boundaries to the Town, which will be memorialized in an amendment to the Town-District IGA (if the property is annexed, included within the District boundaries and results in an increase beyond the current debt authorization, the District/Developer will come back to the Town for any amendments to the financing or service plan at that time). The initial projected financing plans provide capacity estimates capacity at mill levies of 25 mills for debt related to the initial 296.645 acres in District Nos. 1-6 and projected development with up to an additional 10 mills for Operations and Maintenance needs of the Districts and 3 mills for the Town O&M mill levy. Mill levies may differ in the future, but will not exceed the Maximum Aggregate Mill Levy cap of 45 mills, subject to Mill Levy Adjustment.
- If the District constructs, finances, owns, operates and maintains a non-potable irrigation water system, there may be additional operating costs that would require an increase in the operations mill levy to 15 mills. If the District takes on that responsibility and owns, operates and maintains the non-potable irrigation water system, it is requested that the O&M Mill Levy be allowed to increase to 15 mills. The total aggregate mill levy of the District will not exceed the aggregate of 45 mills (subject to Mill Levy Adjustment as provided in the Service Plan) not including the additional 3 mills for the Town O&M Mill Levy.
- It has been initially estimated that an initial bond issuance may occur in 2022, or when needed and financially feasible to issue and defease proposed bonds with operations and maintenance costs calculated within the financial projections. An additional bond issuance may occur in 2029 based upon current projections of the future inclusion development and buildout. The requested debt authorization of requested provides a contingency for the initial bond modeling on the initial boundaries and projections as well as the future inclusion area projections in an amount which is sufficient to provide net proceeds from District Bond Issuance(s) sufficient to cover the capital costs estimated in Exhibit D-1 and D-2 to the Service Plan.
- Projected infrastructure improvements of the District is estimated to be approximately \$42,050,015 in the currently proposed development (in 2022 dollars) for the District's initial District Nos. 1-6 boundaries and the 296.645 acres of property. Projected infrastructure improvements of the District is estimated to be approximately \$21,081,185 in the 147.749 acres of future inclusion area property (in 2022 dollars) for the District's. With contingencies as provided in the Town's normal model service plans, it is requested that debt authorization be permitted up to \$90,000,000 in the aggregate principal amount for the Districts initial and future inclusion areas, with restrictions on the issuance of any debt related to the future inclusion area development until the property is annexed to the Town and included into one or more of the Districts. The District is self imposing an additional limitation on the property within the Districts to 35 mills for debt and 45 mills in the aggregate for debt and O&M expenses. Actual costs of construction and issuance of

bonds may differ than initial projections upon actual construction, but will depend upon both current costs and expenses and financial feasibility of the District.

- Town imposed limitations provide for a maximum combined mill levy of 58 mills, subject to Mill Levy Adjustment as provided in the Service Plan. The District's current financing plan estimates provided for 25 mills for the District, with operations mill levy of up to 10 mills, and the additional 3 mills for the Town O&M Mill levy, but total aggregate mill levy is not currently anticipated to be in excess of 45 mills, subject to Mill Levy Adjustment (and exclusive of the Town O&M Mill Levy). It is anticipated that the District will own, operate, and maintain anything not otherwise dedicated to the Town or another public entity for ownership, operation and maintenance for public improvements. The District upon construction and financing of the public improvements will have minimal operational costs as it will not own any improvements after construction and dedication to the appropriate entity. If the District takes on the responsibility for operating a non-potable irrigation water system to serve the current and inclusion area boundaries, it is requested that the District be permitted to increase the O&M mill levy of the Districts to 15 mills (but will not exceed 45 mills in the aggregate) subject to Mill Levy Adjustment as provided in the Service Plan, as amended from time to time.
- It is currently anticipated that non-potable water system improvements, facilities and management will be coordinated by the Access 25 Metropolitan Districts and potable water improvements, facilities and operations will be provided by Little Thompson Water District upon completion of construction and dedication to and acceptance by the Little Thompson Water District.
- Limited authorization to undertake ongoing operations and maintenance functions based upon Town IGA or approval of the Town within Approved Development Plans of the Development.
- Maximum voted interest rate of 12%, Maximum underwriting discount of 4%
- Annual Reporting obligations to Town as required by Town Code, the Service Plan, and/or Colorado Statutes

SERVICE PLAN
FOR
ACCESS 25 METROPOLITAN DISTRICT NOS. 1-6
TOWN OF MEAD, COLORADO

Prepared

by

SPENCER FANE LLP

1700 Lincoln Street, Suite 2000

Denver, CO 80203

Submitted: February 28, 2022

Resubmittal Date: July 5, 2022

Approval Date: _____

TABLE OF CONTENTS

I.	INTRODUCTION.....	1
A.	Intent and Purpose.....	1
B.	Need for the District.....	1
C.	Town’s Objective.....	1
II.	DEFINITIONS	2
III.	BOUNDARIES.....	5
IV.	PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION	5
V.	DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES	6
A.	Powers of the District and Service Plan Amendment.....	6
1.	Operations and Maintenance Limitation.....	6
2.	Trails and Amenities	6
3.	Construction Standards Limitation	6
4.	Conveyance.....	7
5.	Privately Placed Debt Limitation.....	7
6.	Inclusion Limitation.....	7
7.	Overlapping Services	7
8.	Debt Limitation.....	7
9.	Maximum Debt Authorization.....	8
10.	Fee Limitations.	8
11.	Monies from Other Governmental Sources..	9
12.	Bankruptcy Limitation	9
13.	Water Rights/Resources Limitation	9
14.	Eminent Domain Limitation	9

15.	Special Improvement District	9
16.	Land Purchase Limitation	10
17.	Developer Reimbursement of Public Improvement Related Costs	10
18.	Developer Reimbursement of Administration, Operations and Maintenance Related Costs	10
19.	Board Meetings and Website Limitations.....	10
20.	Financial Review	10
B.	Service Plan Amendment Requirement	11
C.	Capital Plan.....	11
VI.	FINANCIAL PLAN	11
A.	General.....	11
B.	Maximum Voted Interest Rate, Maximum Underwriting Discount, Maximum Interest Rate on Developer Debt.....	12
C.	Mill Levies	13
D.	Developer Debt Mill Levy Imposition Term	13
E.	Disclosure to Purchasers	14
F.	Publicly-Marketed Debt.....	14
G.	Security for Debt.....	14
H.	District Operating Costs.....	14
I.	Town O&M Mill Levy.....	15
VII.	ANNUAL REPORT.....	15
A.	General.....	15
B.	Reporting of Significant Events.....	15
C.	Summary of Financial Information.....	16
VIII.	DISSOLUTION.....	17
IX.	INTERGOVERNMENTAL AGREEMENT.....	17

X. NON-COMPLIANCE WITH SERVICE PLAN.....17

XI. MISCELLANEOUS17

 A. Headings17

 B. Town Consent17

 C. Town Expenses17

XII. CONCLUSION17

LIST OF EXHIBITS

EXHIBIT A	Vicinity Map
EXHIBIT B-1	Initial District Boundary Map and Legal Description
EXHIBIT B-2	Inclusion Area Boundary Map and Legal Description
EXHIBIT C	Town-District IGA
EXHIBIT C-1	Assignment of License and Easement Agreement (McKay Ditch)
EXHIBIT D-1	Capital Plan (Initial District Boundaries)
EXHIBIT D-2	Capital Plan (Inclusion Area Boundaries)
EXHIBIT E-1	Financial Plan (Initial District Boundaries)
EXHIBIT E-2	Financial Plan (Inclusion Area Boundaries)
EXHIBIT F	Form of District Disclosure Notice

I. INTRODUCTION

A. Intent and Purpose.

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

B. Need for the District.

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

The property within the boundaries of the District lies within the Little Thompson Water District ("Little Thompson") and will receive water service from this entity; however Little Thompson does not plan to finance or construct the water system improvements for the Project. Therefore, the water system improvements to be provided by the District do not duplicate or interfere with the provision of water service by Little Thompson. The exercise of the water power by the District shall be subject to any required consent from Little Thompson, pursuant to Section 32-1-107, C.R.S. Any construction of water system improvements shall be done in accordance with the applicable standards and specifications of Little Thompson and such improvements shall be dedicated to Little Thompson following completion of construction.

C. Town's Objective.

The Town's objective in approving the Service Plan is to authorize the District to provide for the planning, design, acquisition, construction, installation and financing of the Public Improvements from the proceeds of Debt that may be issued by the District and to provide for the ownership, operation and maintenance of any Public Improvement not otherwise accepted for ownership, operation or maintenance by the Town or another entity. Debt is expected to be repaid by an ad valorem property tax no higher than the Maximum Debt Mill Levy and other legally available revenues of the District. Debt issued within these parameters and, as further described in the Financial Plan, is intended to insulate property owners from excessive tax and financial burdens and result in a timely and reasonable repayment. Public Improvements costs that cannot be funded within these parameters are not costs to be paid by the District.

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

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

II. **DEFINITIONS**

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

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

Board: means the board of directors of the District.

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

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

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

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

Debt: See Bond, Bonds or Debt.

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

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

operation and maintenances expenses. Developer Debt shall be subordinate to other Debt of the District.

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

District: means each of the Access 25 Metropolitan District Nos. 1-6 individually as the “District” or collectively as the “Districts”.

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

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

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

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

Inclusion Area Boundaries: means the boundaries of the area described in **Exhibit B-2**, attached hereto and incorporated herein.

Initial District Boundaries: means the boundaries of the area described in **Exhibit B-1**, attached hereto and incorporated herein.

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

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

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

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

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

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

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

Project: means the development or property commonly referred to as Access 25 development area and future inclusion area.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed and financed as listed on the Capital Plan, attached as **Exhibit D-1** and **Exhibit D-2**, and generally described in the Special District Act, or as set forth in an Approved Development Plan or intergovernmental agreement with the Town, to serve the anticipated inhabitants and taxpayers of the Service Area, except as specifically limited in this Service Plan and as approved by the Board from time to time.

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

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

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

Service Area: means the property within the Inclusion Area Boundaries.

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

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

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

State: means the State of Colorado.

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

Town: means the Town of Mead, Colorado.

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

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

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

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

III. **BOUNDARIES**

The area of the Initial District Boundaries includes approximately Two Hundred Ninety-Six and 645/1000 (296.645) acres and the total area proposed to be included in the Inclusion Area Boundaries is approximately One Hundred Forty-Seven and 749/1000 (147.749) acres. A legal description and map of the Initial District Boundaries is attached hereto as **Exhibit B-1**. A vicinity map is attached hereto as **Exhibit A**. A legal description and map of the Inclusion Area Boundaries is attached hereto as **Exhibit B-2**. The District's boundaries may change from time to time as the District undergo inclusions and exclusions pursuant to the Special District Act, subject to the limitations set forth in Section V below and as authorized by the Town.

IV. **PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION**

The Service Area consists of approximately Four Hundred Forty-Four and 394/1000 (444.394) acres of mixed used property intended to be primarily commercial and industrial development land. The current assessed valuation of the Service Area is \$0 for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The Project is anticipated to include approximately 3,360,750 square feet of commercial development in the initial boundaries and 1,685,000 square feet of commercial development in the future inclusion area boundaries.

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

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Service Plan Amendment.

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

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

The District is not authorized to provide any services other than those related to mosquito control, parks and recreation, safety protection, street landscaping, television relay and translation, covenant enforcement and design review, and transportation. The District shall also be authorized to provide sewer collection and treatment services subject to a requirement that the District and Town enter into a separate intergovernmental agreement regarding the provision of such services by the District prior to the District providing such services within the Initial Area Boundaries or Inclusion Area Boundaries. District provision of any other services shall be deemed a material modification of the Service Plan under Section 32-1-207, C.R.S.

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

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

4. Conveyance. The District agrees to convey to the Town, at no expense to the Town and upon written notification from the Town, any real property owned by the District that is necessary, in the Town's sole discretion, for any Town capital improvement projects for transportation, utilities or drainage. The District shall, at no expense to the Town and upon written notification from the Town, transfer to the Town all rights-of-way, fee interests and easements owned by the District that the Town determines are necessary for access to and operation and maintenance of the Public Improvements to be owned, operated and maintained by the Town, consistent with an Approved Development Plan.

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

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

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

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

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

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

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

9. Maximum Debt Authorization. The District shall not issue Debt in excess of Sixty Million Dollars (\$60,000,000) related to the 296.645 acres of property in the initial District Boundaries which amount is estimated to provide net proceeds for the payment of the amounts specifically set forth and referenced in the Capital Plan attached as **Exhibit D-1**. An additional Thirty Million Dollars (\$30,000,000) of debt authorization is requested for the 147.749 acres of property in the Future Inclusion Area Boundaries which amount is estimated to provide net proceeds for the payment of the amounts specifically set forth and referenced in the Capital Plan attached as **Exhibit D-2**. The total Maximum Debt Authorization in the aggregate for Initial District Boundaries and Inclusion Area Boundaries shall not be in excess of Ninety Million Dollars (\$90,000,000) which is the amounts estimated in Exhibit E-1 and E-2 to generate net proceeds in an amount sufficient to pay for the amounts set forth in the Capital Plan attached as **Exhibit D-1** and **D-2**. Following the annexation of the Inclusion Area Boundaries, the Town and Districts will memorialize the increase in Maximum Debt Authorization through an amendment to the Town Intergovernmental Agreement with the Districts.

10. Fee Limitations.

(a) Recurring Fee Limitation. The District may impose and collect Recurring Fees for administrative, operations and maintenance expenses and for services, programs or facilities furnished by the District. Any Recurring Fees for administrative, operations and maintenance expenses not specifically set forth in the Financial Plan, including a subsequent increase in such Recurring Fees, shall be subject to review and approval by the Town, either administratively or by formal action of the Town Board, at the discretion of the Town Manager. If the Town does not respond to a request for the imposition of the Recurring Fee or an increase in such Recurring Fee within forty-five (45) days of receipt of a written request from the District, the Town shall be deemed to have approved the ability of the District to impose or increase the Recurring Fee as described in the request. Any Recurring Fees imposed or increased for operation and maintenance expenses without approval as set forth herein shall constitute a material departure from the Service Plan. The revenue from a Recurring Fee shall not be used to pay for Debt. It is currently anticipated that the District may construct, finance, own, operate and non-potable water system. If owned and operated by the District, the District may charge an annual maintenance and operations fee to constituents who utilize or benefit from the non-potable water system and services to cover the actual costs of operations and maintenance of the non-potable water system and improvements.

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

(c) Capital Fee Limitation. Except as may be set forth and permitted in an agreement with the Town, no fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from taxable property owned or occupied by an End User, or upon sale to an End User, that has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any taxable property owned or occupied by an

End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any fee imposed upon or collected from taxable property for the purpose of funding operation and maintenance costs of the District.

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

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

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

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

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

13. Water Rights/Resources Limitation. The District shall not acquire, own, manage, adjudicate or develop water rights or resources except pursuant to an intergovernmental agreement with the Town and/or Little Thompson. The Districts intend to preserve the right in this Service Plan to design, own, operate and maintain a non-potable irrigation system, to provide irrigation water within the Initial District Boundaries and Inclusion Area Boundaries. If District constructed and operated, the District shall be permitted to manage the raw water for the District non-potable irrigation water system. All construction of the non-potable irrigation water system improvements shall be in accordance with Approved Development Plans with the Town, applicable provisions of the Town Code, the Town’s Design Standards and Construction Specifications (as may be amended from time to time), and applicable rules and regulations of Little Thompson.

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

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

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

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

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

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

20. Financial Review. The Town shall be permitted to conduct periodic reviews of the financial powers of the District in the Service Plan in the manner and form provided in Section 32-1-1101.5, C.R.S. As provided in the statute, the Town may conduct the first financial review in fifth calendar year after the calendar year in which a special district's ballot issue to incur general obligation indebtedness was approved by its electors. After such fifth calendar year and notwithstanding the provisions of the statute, the Town may conduct the

financial review at any time, by providing sixty (60) days written notice to the District, except that the Town may not conduct a financial review within sixty (60) months of the completion of its most recent financial review. The Town's procedures for conducting a financial review under this Paragraph, and the remedies available to the Town as a result of such financial review, shall be identical to those provided for in Section 32-1-1101.5(2), C.R.S. The District shall be responsible for payment of the Town consultant and legal and administrative costs associated with such review, and the Town may require a deposit of the estimated costs thereof.

B. Service Plan Amendment Requirement.

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

C. Capital Plan.

The District shall have authority to provide for the planning, design, acquisition, construction, installation and financing of the Public Improvements within and without the boundaries of the District. A Capital Plan for the Initial District Boundaries, attached hereto as **Exhibit D-1** and a Capital Plan for the Future Inclusion Area Boundaries, attached hereto as **Exhibit D-2**, both include: (1) a list of the Public Improvements to be developed by the District, supported by an engineering or architectural survey; (2) a good faith estimate of the cost of the Public Improvements; and (3) a pro forma capital expenditure plan correlating expenditures with development. The Public Improvements described in the Capital Plan may be modified in an Approved Development Plan or an intergovernmental agreement with the Town, and may differ from the Capital Plan without constituting a material modification of this Service Plan. To the extent that the Capital Plan sets forth the timing of the construction of the Public Improvements, such timing may also deviate from the Capital Plan without constituting a material modification of this Service Plan. As shown in the Capital Plan, the estimated cost of the Public Improvements is approximately Forty-Two Million, Fifty Thousand Dollars (\$42,050,000) for the initial 296.645 acres of property in the Districts referenced in the Capital Plan attached as Exhibit D-1 including a contingency of not more than ten (10) percent more than the estimated costs of Public Improvements. An additional Capital Plan for the Inclusion Area Boundaries of approximately Twenty-One Million, Eighty-Two Thousand Dollars (\$21,082,000) for the 147.749 acres of Inclusion Area Boundaries is referenced in the Capital Plan attached as Exhibit D-2 for a total of \$63,132,000 in projected Public Improvements for the Initial District Boundaries and Inclusion Area Boundaries development. Costs of required Public Improvements that cannot be financed by the District within the parameters of this Service Plan and the financial capability of the District are expected to be financed by the Developer of the Project.

VI. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation and financing of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District is reasonably able to pay from revenues derived from the Maximum Debt Mill Levy and other legally available revenues. The total Debt that the District shall be permitted to issue shall not exceed the Maximum Debt Authorization of Sixty Million Dollars (\$60,000,000) for the initial 296.645 acres of property in the Initial Boundaries of the Districts. The Maximum Debt Authorization may be increased up to Ninety Million Dollars (\$90,000,000) to reflect the estimated net bond proceeds necessary to provide for the total aggregate capital costs provided in Exhibit D-1 and D-2 with a 10% contingency and shall be permitted to be issued on a schedule and in such year or years as the District determines shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. The additional Thirty Million Dollars (\$30,000,000) of debt authorization related to the 147.749 acres of property in the Inclusion Area boundaries will be allowed following the effective date of the annexation of the Inclusion Area Boundaries to the Town of Mead without a needed for a service plan amendment. Such increase in the Maximum Debt Authorization will be memorialized in an amendment to the intergovernmental agreement between the Town and the Districts prior to issuance of any of the Debt attributable to the Inclusion Area Boundaries. All Debt issued by the District may be payable from any and all legally available revenues of the District, as set forth in this Service Plan, including ad valorem property taxes.

The Financial Plan, prepared by Piper Sandler and Company, and attached hereto as **Exhibit E-1** for the Initial District Boundaries and as **Exhibit E-2** for the Inclusion Area Boundaries, sets forth (i) how the Public Improvements are to be financed; (ii) how Debt may be incurred; and (iii) the estimated operating revenue derived from property taxes for the District. The Maximum Debt Authorization is supported by the Financial Plan. The Financial Plan includes projections of revenue to be generated by the imposition of the Town O&M Mill Levy for a minimum of thirty (30) years following the year in which this Service Plan was submitted.

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

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

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

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

C. Mill Levies.

1. Maximum Debt Mill Levy. Based upon current plans and projections for commercial only development, The Maximum Debt Mill Levy shall be thirty-five (35) mills subject to Mill Levy Adjustment.

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

3. Maximum Operating Mill Levy. The Maximum Operating Mill Levy shall be a mill levy that the District is permitted to impose for payment of the District's administrative, operations and maintenance costs, which shall include, but not be limited to, the funding of operating reserves and sufficient ending fund balances to assure sufficient cash flow to fund expenses as they come due. The Maximum Operating Mill Levy shall be ten (10) mills, subject to Mill Levy Adjustment, but in no case shall exceed the maximum mill levy necessary to pay the expenses enumerated in this Section. If the District owns, operates and maintains a non-potable water system for the entire development and additional funds are necessary for its operation and maintenance, the District shall be permitted to raise the Maximum Operating Mill Levy to fifteen (15) mills, but in no case shall exceed the Maximum Aggregate Mill Levy.

4. Maximum Aggregate Mill Levy. The Maximum Aggregate Mill Levy that the District is permitted to impose shall not exceed forty-five (45) mills, subject to Mill Levy Adjustment. The Maximum Aggregate Mill Levy does not include the Town O&M Mill Levy.

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

D. Developer Debt Mill Levy Imposition Term.

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

Term so long as such Refunding Bonds are not owned by the Developer or by a party related to the Developer.

E. Disclosure to Purchasers.

The District will use reasonable efforts to assure that all Developers comply with the disclosure requirements of Section 38-35.7-110, C.R.S., and provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, fees, tolls, penalties, and charges. The form of notice shall be substantially in the form attached to the Service Plan as **Exhibit F** ("Disclosure Form"). Within ninety (90) days following the date of the Order and Decree declaring the District organized, the District shall cause the Disclosure Form to be recorded with the Weld County Clerk and Recorder against all property included in the Inclusion Area Boundaries. The District shall provide a copy of the recorded Disclosure Form to the Town Clerk. Should residential development be permitted within any of the Districts in the future, pursuant to a zoning change or otherwise, the District will use reasonable efforts to record a new disclosure form, substantially in compliance with the attached Disclosure Form but revised for applicability to residential uses ("Residential Disclosure"). The District shall cause the Residential Disclosure to be recorded with the Weld County Clerk and Recorder against all property in the Inclusion Area Boundaries, and shall provide a copy of the recorded Residential Disclosure to the Town Clerk.

F. Publicly-Marketed Debt.

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

G. Security for Debt.

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

H. District Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated cost of the District' organization and initial operations, are anticipated to be One Hundred Thousand Dollars (\$100,000), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be

constructed and maintained. The first year's operating budget is estimated to be Fifty Thousand Dollars (\$50,000), which is anticipated to be derived from property taxes and other revenues.

I. Town O&M Mill Levy.

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

VII. ANNUAL REPORT

A. General.

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

B. Reporting of Significant Events.

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

1. Narrative of the District progress in implementing the Service Plan and a summary of the development in the Project.
2. Boundary changes made or proposed.
3. Intergovernmental agreements executed.
4. A summary of any litigation involving the District.
5. Proposed plans for the year immediately following the report year.

6. Construction contracts executed and the name of the contractors as well as the principal of each contractor.

7. Status of the District's Public Improvement construction schedule and the Public Improvement schedule for the following five years.

8. Notice of any uncured defaults.

9. A list of all Public Improvements constructed by the District that have been dedicated to and accepted by the Town.

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

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

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

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

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

C. Summary of Financial Information.

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

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

9. The amount and terms of any new Debt issued.
10. Any Developer Debt.

VIII. DISSOLUTION

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

IX. INTERGOVERNMENTAL AGREEMENT

The District and Town shall execute the Town-District IGA and the Town-District Assignment in substantially the form attached hereto as **Exhibit C** and **Exhibit C-1** no later than ninety (90) days following the date of the Order and Decree declaring the District organized. The District shall not incur any indebtedness or impose any taxes or fees until it has approved and executed the Town-District IGA and subject to the limitations set forth in Section V.A.8.

X. NON-COMPLIANCE WITH SERVICE PLAN

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

XI. MISCELLANEOUS

A. Headings. Paragraph headings and titles contained herein are intended for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provision of this Service Plan.

B. Town Consent. Unless otherwise provided herein or provided in an intergovernmental agreement with the Town, references in this Service Plan to Town consent or Town approval shall require the consent of Town Board.

C. Town Expenses. The District shall pay any and all expenses, including but not limited to professional service fees and attorneys' fees, incurred by the Town in reviewing or enforcing any provision of the Service Plan, the Town-District IGA, or any amendment to the Service Plan or Town-District IGA.

XII. CONCLUSION

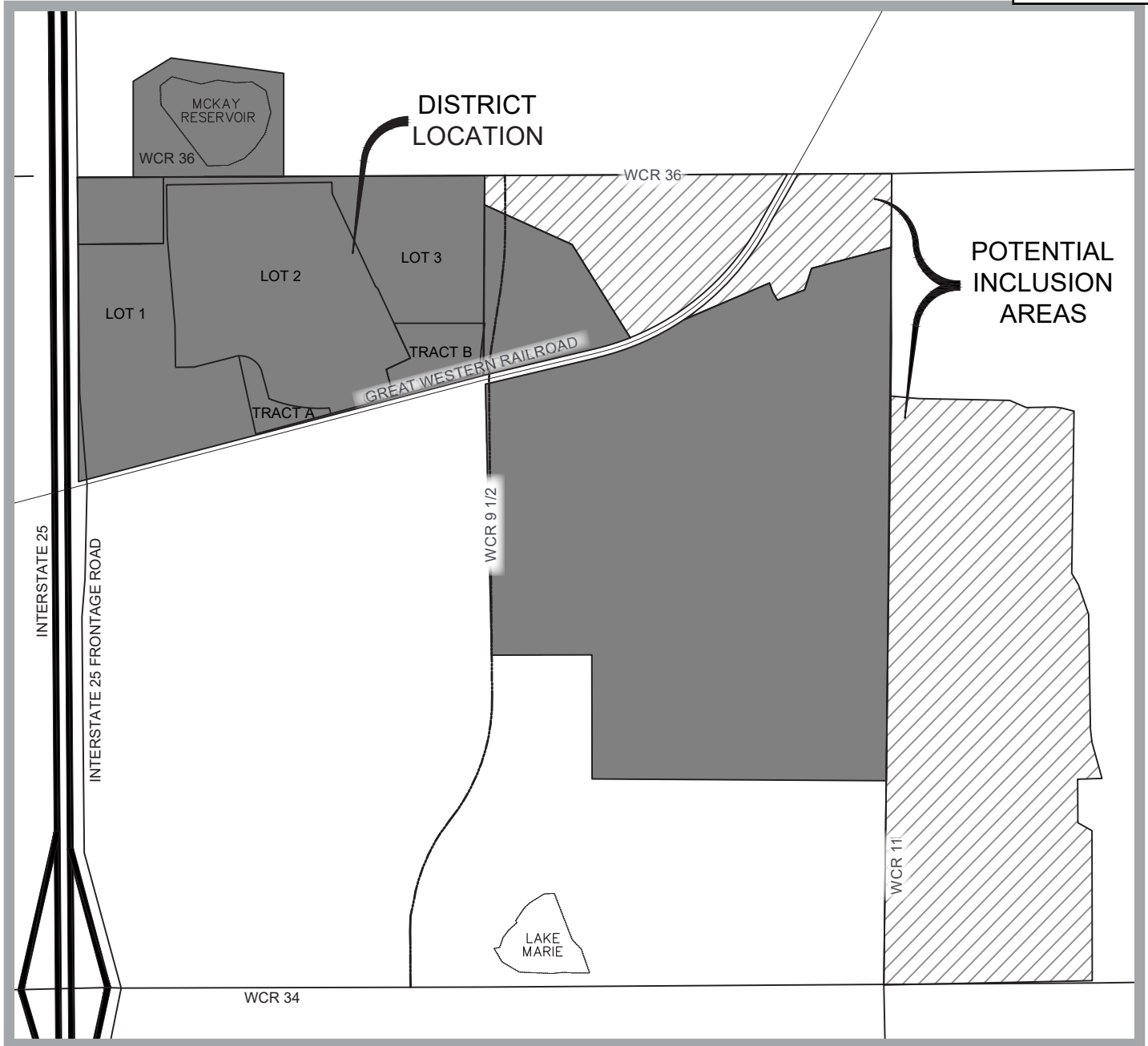
It is submitted that this Service Plan for the District, as required by Section 32-1-203(2), C.R.S., establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;
2. The existing service in the area to be served by the District is inadequate for present and projected needs;
3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries;
4. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;
5. Adequate service is not, and will not be, available to the area through the Town or county or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis;
6. The facility and service standards of the District are compatible with the facility and service standards of the Town within which the special district is to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.;
7. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the Town Code;
8. The proposal is in compliance with any duly adopted Town, regional or state long-range water quality management plan for the area; and
9. The creation of the District is in the best interests of the area proposed to be served.

EXHIBIT A

SERVICE PLAN FOR ACCESS 25 METROPOLITAN DISTRICT NOS. 1-6

Vicinity Map



VICINITY MAP (1"=1000')

EXHIBIT A - VICINITY MAP ACCESS 25 METROPOLITAN DISTRICT

MEAD, CO

MAY 17, 2022



Redland

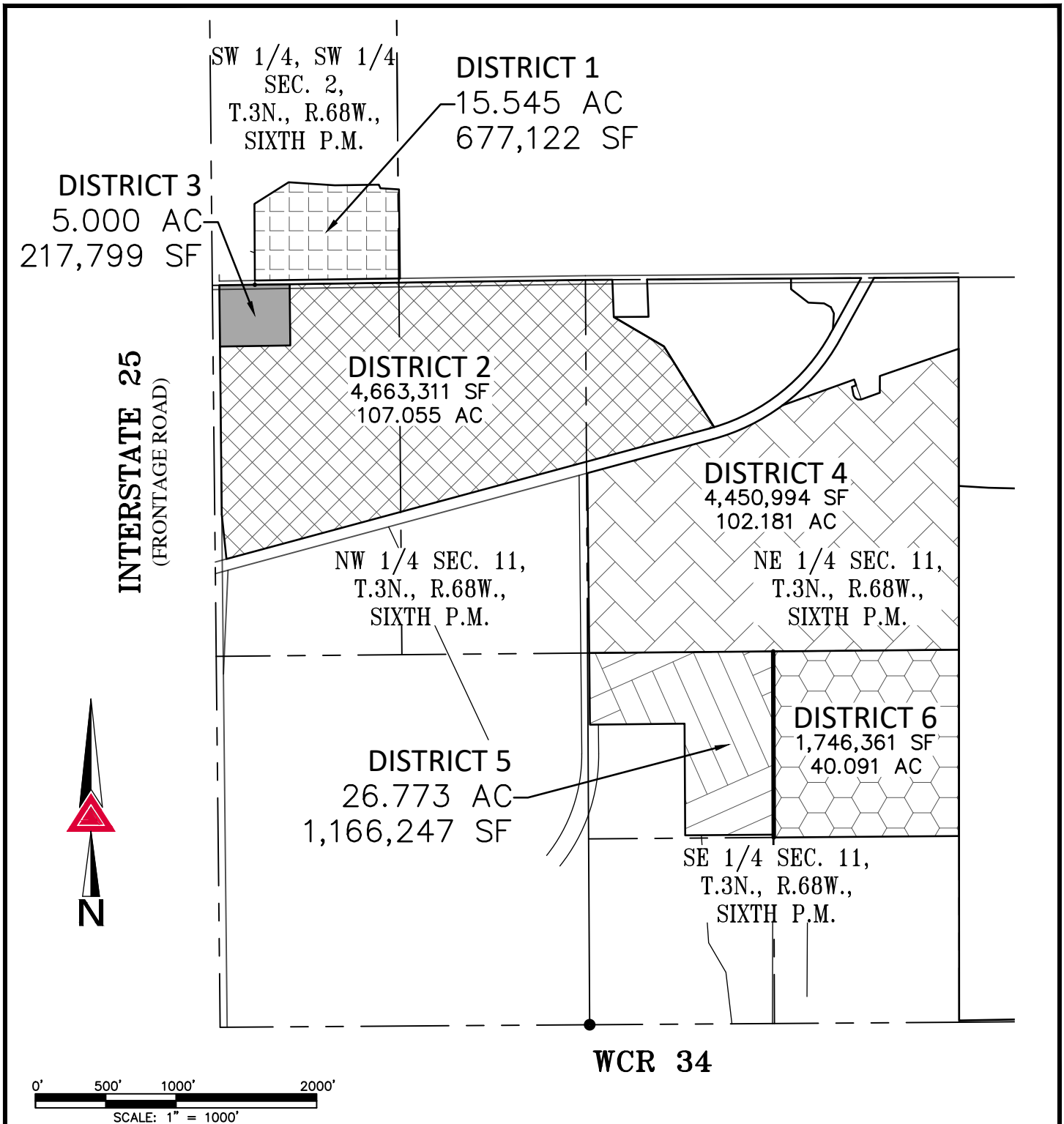
WHERE GREAT PLACES BEGIN

720.283.6783 Office
1500 West Canal Court
Littleton, Colorado 80120
REDLAND.COM

EXHIBIT B-1

SERVICE PLAN FOR ACCESS 25 METROPOLITAN DISTRICT NOS. 1-6

Initial District Boundary Map and Legal Description



NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH:
DWG NAME: DISTRICT MAPPING.DWG
DWG: BAM CHK: SDL
DATE: 2022-02-16
SCALE: 1" = 1000'



AZTEC
CONSULTANTS, INC.

300 East Mineral Ave,
Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

Q:54821-10 - POSTLE PARCEL 1 - FINAL PLAT & ANNEXATION\DWG\EXHIBITS\

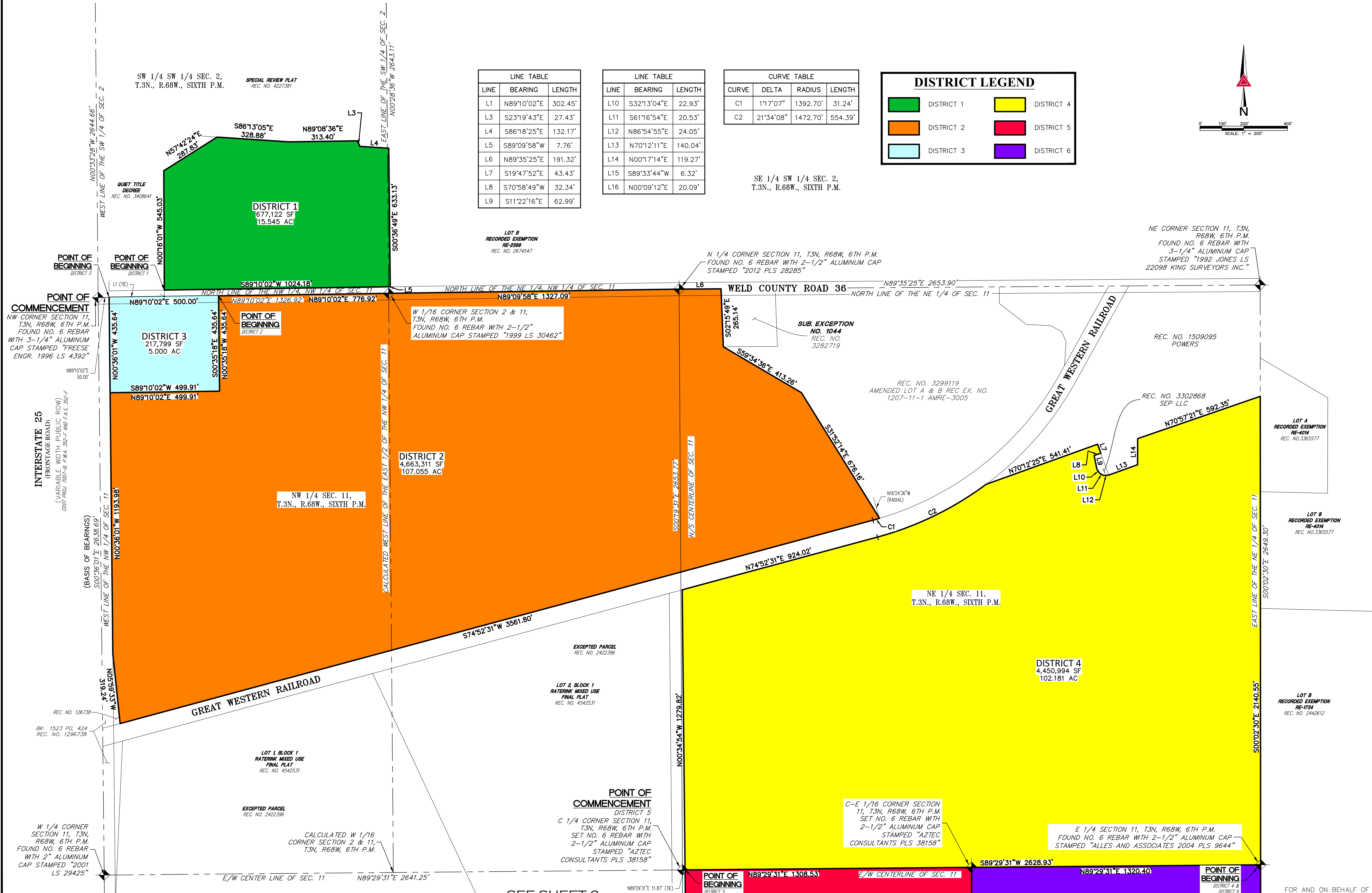
DISTRICT BOUNDARIES
SECS. 2 & 11, T.3N., R.68W., 6TH P.M.
WELD COUNTY, COLORADO

JOB NUMBER 54821-10

1 OF 1 SH

DISTRICT MAPPING EXHIBIT

SIX (6) PARCELS LOCATED IN THE SOUTHWEST QUARTER OF SECTION 2 & SECTION 11,
TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF WELD, STATE OF COLORADO



LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°10'02"E	302.45'
L3	S23°19'43"E	27.43'
L4	S86°18'25"E	132.17'
L5	S89°09'58"W	7.76'
L6	N89°35'25"E	191.32'
L7	S19°47'52"E	43.43'
L8	S70°58'49"W	32.34'
L9	S11°22'16"E	62.99'

LINE TABLE		
LINE	BEARING	LENGTH
L10	S32°13'04"E	22.93'
L11	S61°16'54"E	20.53'
L12	N86°54'55"E	24.05'
L13	N70°12'11"E	140.04'
L14	N00°17'14"E	119.27'
L15	S89°33'44"W	6.32'
L16	N00°09'12"E	20.09'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	1°17'07"	1392.70'	31.24'
C2	21°34'08"	1472.70'	554.39'

DISTRICT LEGEND

DISTRICT 1

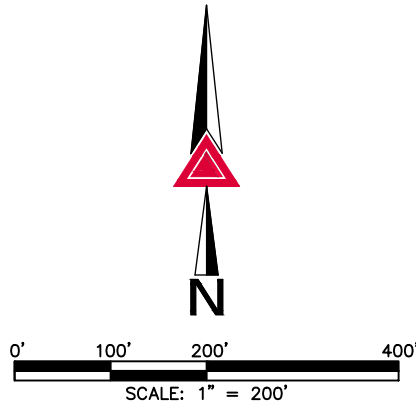
DISTRICT 2

DISTRICT 3

DISTRICT 4

DISTRICT 5

DISTRICT 6



SCALE
1" = 200'

DATE
2022-01-25

BY

DATE

Section a, Item i.

DATE

REVISION DESCRIPTION

300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

AZTEC
CONSULTANTS, INC.

DISTRICT MAPPING EXHIBIT

SEC. 2 & SEC. 11, T.3N., R.68W., 6TH P.M.

WELD COUNTY, COLORADO

SHEET
ONE

OF 2 SHEETS

54821-10
JOB NO.

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

96

SIX (6) PARCELS LOCATED IN THE SOUTHWEST QUARTER OF SECTION 2 & SECTION 11,
TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF WELD, STATE OF COLORADO



LEGAL DESCRIPTION

SIX (6) PARCELS OF LAND, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 2 AND SECTION 11, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS:

THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE NORTHWEST CORNER BY A NO. 6 REBAR WITH 3-1/4" ALUMINUM CAP STAMPED "FREESE ENGR. 1996 LS 4392" AND AT THE WEST QUARTER CORNER BY A NO. 6 REBAR WITH 2" ALUMINUM CAP STAMPED "2001 LS 29425", BEARING SOUTH 00°36'01" EAST, A DISTANCE OF 2,638.69 FEET, WITH ALL BEARINGS HEREON REFERENCED THERETO.

DISTRICT 1:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 2;

THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2, NORTH 89°10'02" EAST, A DISTANCE OF 302.45 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00°16'01" WEST, A DISTANCE OF 30.00 FEET TO THE NORTHERLY RIGHT-OF-WAY OF WELD COUNTY ROAD 36 AND THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY, NORTH 00°16'01" WEST, A DISTANCE OF 545.03 FEET;

THENCE NORTH 57°42'24" EAST, A DISTANCE OF 287.83 FEET;

THENCE SOUTH 86°13'05" EAST, A DISTANCE OF 328.88 FEET;

THENCE NORTH 89°08'36" EAST, A DISTANCE OF 313.40 FEET;

THENCE SOUTH 23°19'43" EAST, A DISTANCE OF 27.43 FEET;

THENCE SOUTH 86°18'25" EAST, A DISTANCE OF 132.17 FEET;

THENCE SOUTH 00°36'49" EAST, A DISTANCE OF 633.13 FEET TO THE NORTHERLY RIGHT-OF-WAY OF SAID WELD COUNTY ROAD 36;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY, THE FOLLOWING TWO (2) COURSES:

1. SOUTH 89°09'58" WEST, A DISTANCE OF 7.76 FEET;
2. SOUTH 89°10'02" WEST, A DISTANCE OF 1,024.18 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 15.545 ACRES, (677,122 SQUARE FEET), MORE OR LESS.

DISTRICT 2:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 11;

THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11, NORTH 89°10'02" EAST, A DISTANCE OF 550.00 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTH LINE, NORTH 89°10'02" EAST, A DISTANCE OF 776.92 FEET TO THE WEST SIXTEENTH CORNER BETWEEN SAID SECTIONS 2 AND 11;

THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11, NORTH 89°09'58" EAST, A DISTANCE OF 1,327.09 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 11;

THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, NORTH 89°35'25" EAST, A DISTANCE OF 191.32 FEET TO THE NORTHWESTERLY CORNER OF SUBDIVISION EXEMPTION NO. 1044 AS RECORDED AT RECEPTION NO. 3282719 OF THE RECORDS OF THE WELD COUNTY, COLORADO CLERK AND RECORDER'S OFFICE;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID EXEMPTION NO. 1044 SOUTH 02°15'49" EAST, A DISTANCE OF 265.14 FEET TO THE NORTHWESTERLY CORNER OF AMENDED LOT A & B RECORDED EXEMPTION NO. 1207-11-1 AMRE-3005 AS RECORDED AT RECEPTION NO. 3299119 IN SAID RECORDS;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID AMENDED LOT A & B RECORDED EXEMPTION NO. 1207-11-1 AMRE-3005, THE FOLLOWING TWO (2) COURSES:

1. SOUTH 59°34'36" EAST, A DISTANCE OF 413.26 FEET;
2. SOUTH 31°52'14" EAST, A DISTANCE OF 676.16 FEET TO THE SOUTHEASTERLY CORNER OF RECORDED EXEMPTION NO. 1207-11-1-RE 1052 AS RECORDED AT RECEPTION NO. 02129174 IN SAID RECORDS, AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1,392.70 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 16°24'36" WEST;

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID RECORDED EXEMPTION NO. 1207-11-1-RE 1052, BEING COINCIDENT WITH THE NORTHERLY RIGHT-OF-WAY OF GREAT WESTERN RAILWAY AS RECORDED IN BOOK 234 AT PAGE 92 IN SAID RECORDS, WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°17'07", AN ARC LENGTH OF 31.24 FEET;

THENCE CONTINUING ALONG THE SOUTHERLY BOUNDARY OF SAID RECORDED EXEMPTION NO. 1207-11-1-RE 1052 AND THE SOUTHWESTERLY EXTENSION THEREOF, BEING COINCIDENT WITH THE NORTHERLY RIGHT-OF-WAY OF SAID GREAT WESTERN RAILWAY, SOUTH 74°52'31" WEST, A DISTANCE OF 3,561.80 FEET TO THE EASTERLY RIGHT-OF-WAY OF INTERSTATE 25 AS DESCRIBED AT RECEPTION NO. 1296738 IN SAID RECORDS;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, NORTH 05°59'33" WEST, A DISTANCE OF 319.24 FEET TO THE EASTERLY RIGHT-OF-WAY OF INTERSTATE 25 AS DESCRIBED ON CDOT RIGHT-OF-WAY DESCRIPTION PROJECT NO. 7007-B AND ALSO DESCRIBED ON CDOT P.W.A. PROJECT NO. FAS352-F;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, NORTH 00°36'01" WEST, A DISTANCE OF 1,193.98 FEET TO THE SOUTHERLY BOUNDARY OF THAT WARRANTY DEED RECORDED AT RECEPTION NO. 02047710;

THENCE ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID WARRANTY DEED, THE FOLLOWING TWO (2) COURSES:

1. NORTH 89°10'02" EAST, A DISTANCE OF 499.91 FEET;
2. NORTH 00°35'18" WEST, A DISTANCE OF 435.64 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 107.055 ACRES, (4,663,311 SQUARE FEET), MORE OR LESS.

DISTRICT 3:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 11;

THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11, NORTH 89°10'02" EAST, A DISTANCE OF 50.00 FEET TO THE EASTERLY RIGHT-OF-WAY OF INTERSTATE 25 (FRONTAGE ROAD) DESCRIBED BY CDOT PROJECT 7007-B, P.W.A. 352-F AND F.A.S. 352-F. AND THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY AND CONTINUING ALONG SAID NORTH LINE, NORTH 89°10'02" EAST, A DISTANCE OF 500.00 FEET;

THENCE DEPARTING SAID NORTH LINE, SOUTH 00°35'18" EAST, A DISTANCE OF 435.64 FEET;

THENCE SOUTH 89°10'02" WEST, A DISTANCE OF 499.91 FEET TO THE EASTERLY RIGHT-OF-WAY OF SAID INTERSTATE 25 (FRONTAGE ROAD);

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, NORTH 00°36'01" WEST, A DISTANCE OF 435.64 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 5.000 ACRES, (217,799 SQUARE FEET), MORE OR LESS.

DISTRICT 4:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 11;

THENCE ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 11, SOUTH 89°29'31" WEST, A DISTANCE OF 2,628.93 FEET TO A NO. 6 REBAR WITH A 2-1/2" ALUMINUM CAP STAMPED "ALLES AND ASSOCIATES 2004 PLS 9644";

THENCE NORTH 00°34'54" WEST, A DISTANCE OF 1,279.82 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF GREAT WESTERN RAILROAD AS RECORDED IN BOOK 234 AT PAGE 92 IN SAID RECORDS;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY, THE FOLLOWING TWO (2) COURSES:

1. NORTH 74°52'31" EAST, A DISTANCE OF 924.02 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1,472.70 FEET;
2. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°34'08", AN ARC LENGTH OF 554.39 FEET TO THE SOUTHERLY BOUNDARY OF THAT PARCEL OF LAND AS DESCRIBED AT RECEPTION NO. 1509095 IN SAID RECORDS;

THENCE ALONG SAID SOUTHERLY BOUNDARY, THE FOLLOWING TWO (2) COURSES:

1. NORTH 70°12'25" EAST, A DISTANCE OF 541.41 FEET;

2. SOUTH 19°47'52" EAST, A DISTANCE OF 43.43 FEET TO THE NORTHERLY BOUNDARY OF THAT WARRANTY DEED RECORDED AT RECEPTION NO. 3302868 IN SAID RECORDS;

THENCE ALONG THE NORTHERLY AND WESTERLY BOUNDARY OF SAID WARRANTY DEED, THE FOLLOWING FIVE (5) COURSES:

1. SOUTH 70°58'49" WEST, A DISTANCE OF 32.34 FEET;
2. SOUTH 11°22'16" EAST, A DISTANCE OF 62.99 FEET;
3. SOUTH 32°13'04" EAST, A DISTANCE OF 22.93 FEET;
4. SOUTH 61°16'54" EAST, A DISTANCE OF 20.53 FEET;
5. NORTH 86°54'55" EAST, A DISTANCE OF 24.05 FEET TO SAID SOUTHERLY BOUNDARY OF THAT PARCEL OF LAND AS DESCRIBED AT RECEPTION NO. 1509095;

THENCE ALONG SAID SOUTHERLY BOUNDARY, THE FOLLOWING THREE (3) COURSES:

1. NORTH 70°12'11" EAST, A DISTANCE OF 140.04 FEET;
2. NORTH 00°17'14" EAST, A DISTANCE OF 119.27 FEET;
3. NORTH 70°57'21" EAST, A DISTANCE OF 592.35 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11;

THENCE ALONG SAID EAST LINE, SOUTH 00°02'30" EAST, A DISTANCE OF 2,140.55 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 102.181 ACRES, (4,450,994 SQUARE FEET), MORE OR LESS.

DISTRICT 5:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 11 AS MONUMENTED BY A NO. 6 REBAR WITH A 2-1/2" ALUMINUM CAP STAMPED "AZTEC CONSULTANTS PLS 38158;

THENCE ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 11, NORTH 89°29'31" EAST, A DISTANCE OF 11.87 FEET TO A NO. 6 REBAR WITH A 2-1/2" ALUMINUM CAP STAMPED "ALLES AND ASSOCIATES 2004 PLS 9644"; AND THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID EAST-WEST CENTERLINE, NORTH 89°29'31" EAST, A DISTANCE OF 1,308.53 FEET TO THE CENTER-EAST SIXTEENTH CORNER OF SAID SECTION 11;

THENCE DEPARTING SAID EAST-WEST CENTERLINE AND ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 11, SOUTH 00°11'06" EAST, A DISTANCE OF 1,323.60 FEET TO THE SOUTHEAST SIXTEENTH CORNER OF SAID SECTION 11;

THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 11, SOUTH 89°33'44" WEST, A DISTANCE OF 6.32 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00°09'12" EAST, A DISTANCE OF 20.09 FEET;

THENCE SOUTH 89°34'06" WEST, A DISTANCE OF 623.81 FEET TO THE EASTERLY BOUNDARY OF LOT 4, BLOCK 1, RATERINK MIXED USE FINAL PLAT RECORDED AT RECEPTION NO. 4542531 IN SAID RECORDS;

THENCE ALONG THE EASTERLY AND NORTHERLY BOUNDARY OF SAID LOT 4, THE FOLLOWING TWO (2) COURSES:

1. NORTH 00°19'23" WEST, A DISTANCE OF 794.15 FEET;
2. SOUTH 89°25'23" WEST, A DISTANCE OF 673.08 FEET;

THENCE NORTH 00°34'54" WEST, A DISTANCE OF 509.32 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 26.773 ACRES, (1,166,247 SQUARE FEET), MORE OR LESS.

DISTRICT 6:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 11;

THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, SOUTH 00°03'00" EAST, A DISTANCE OF 1,324.78 FEET TO THE SOUTH SIXTEENTH CORNER BETWEEN SAID SECTIONS 11 AND 12;

THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, SOUTH 89°32'33" WEST, A DISTANCE OF 1,317.28 FEET TO THE SOUTHEAST SIXTEENTH CORNER OF SAID SECTION 11;

THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 11, NORTH 00°11'06" WEST, A DISTANCE OF 1,323.60 FEET TO THE CENTER-EAST SIXTEENTH CORNER OF SAID SECTION 11;

THENCE ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 11, NORTH 89°29'31" EAST, A DISTANCE OF 1,320.40 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 40.091 ACRES, (1,746,361 SQUARE FEET), MORE OR LESS.

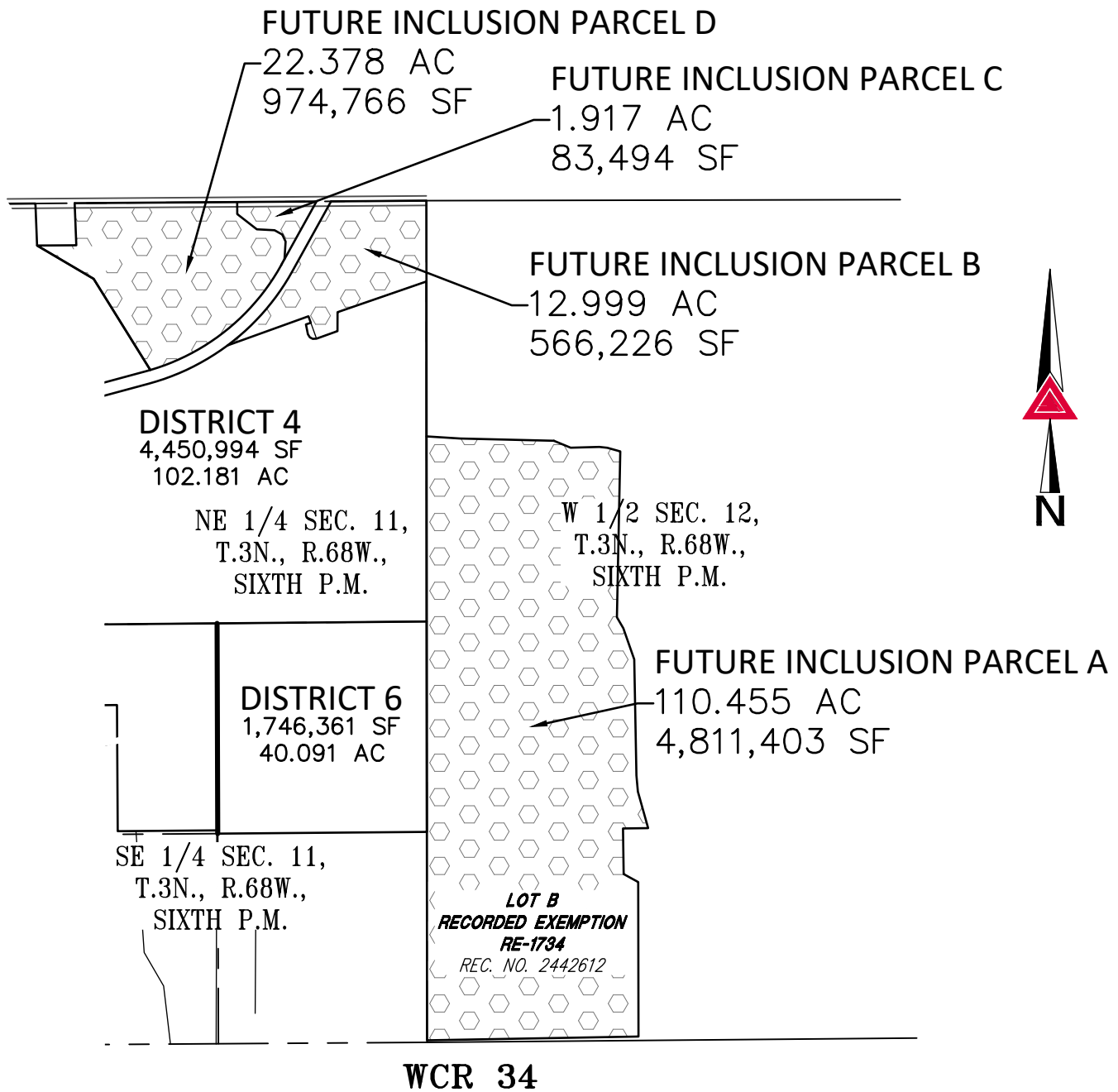
ALL SIX (6) PARCELS CONTAIN AN AREA OF 296.645 ACRES, (12,921,834 SQUARE FEET), MORE OR LESS.

SHAUN D. LEE, COLORADO P.L.S. NO. 38158
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E MINERAL AVENUE, SUITE 1
LITTLETON, COLORADO 80122
303-713-1898

EXHIBIT B-2

SERVICE PLAN FOR ACCESS 25 METROPOLITAN DISTRICT NOS. 1-6

Inclusion Area Boundary Map and Legal Description



NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH:
DWG NAME: DISTRICT MAPPING.DWG
DWG: BAM CHK: SDL
DATE: 2022-02-16
SCALE: 1" = 1000'



AZTEC
CONSULTANTS, INC.

300 East Mineral Ave,
Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

FUTURE INCLUSION PARCELS
SEC. 12, T.3N., R.68W., 6TH P.M.
WELD COUNTY, COLORADO

Q:54821-10 - POSTLE PARCEL 1 - FINAL PLAT & ANNEXATION\DWG\EXHIBITS\

JOB NUMBER 54821-10

1 OF 1 S

EXHIBIT C

SERVICE PLAN FOR ACCESS 25 METROPOLITAN DISTRICT NOS. 1-6

Town-District IGA

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWN OF MEAD, COLORADO
AND
ACCESS 25 METROPOLITAN DISTRICT NOS. 1-6**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2022, by and between the TOWN OF MEAD, a municipal corporation of the State of Colorado (“Town”), and ACCESS 25 METROPOLITAN DISTRICT NOS. 1-6, each a quasi-municipal corporation and political subdivision of the State of Colorado (collectively, the “District”). The Town and the District are collectively referred to as the “Parties” and each individually as a “Party.”

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Service Plan approved by the Town on June 27, 2022 (“Service Plan”); and

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

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

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

COVENANTS AND AGREEMENTS

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

2. Trails and Amenities. The District may own, operate and maintain trails and related amenities within the District. All parks and trails shall be open to the general public, including Town residents who do not reside in the District, free of charge. Any fee imposed by

the District for access to recreation improvements owned by the District, other than parks and trails, shall not result in Town residents who reside outside the District paying a user fee that is greater than, or otherwise disproportionate to, amounts paid by residents of the District and shall not result in the District residents subsidizing the use by non-District residents. The District shall be entitled to impose a reasonable administrative fee to cover additional expenses associated with use of District recreational improvements, other than parks and trails, by Town residents who do not reside in the District to ensure that such use is not subsidized by the District residents.

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

4. Conveyance. The District agree to convey to the Town, at no expense to the Town and upon written notification from the Town, any real property owned by the District that is necessary, in the Town's sole discretion, for any Town capital improvement projects for transportation, utilities or drainage. The District shall, at no expense to the Town and upon written notification from the Town, transfer to the Town all rights-of-way, fee interests and easements owned by the District that the Town determines are necessary for access to and operation and maintenance of the Public Improvements to be owned, operated and maintained by the Town, consistent with an Approved Development Plan.

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

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

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

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

6. Inclusion Limitation. The District may include all property within the Inclusion Area Boundaries into its boundaries. The District shall not include within its boundaries any property outside of the Inclusion Area Boundaries without the prior written

consent of the Town. The District shall only include within its boundaries property that has been annexed to the Town, and no portion of the District shall ever consist of property not within the Town's corporate boundaries.

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

8. Maximum Debt Authorization. The District shall not issue Debt in excess of Sixty Million Dollars (\$60,000,000), which amount is specifically set forth and referenced in the Financial Plan (Exhibit E-1) necessary to pay for the amount referenced in the Capital Plan (Exhibit D-1) in net proceeds of proposed bond issuance(s) needed for the Public Improvements estimated for the Initial District Boundaries and subject to the requirements and limitations of the Service Plan. The Maximum Debt Authorization may be increased up to Ninety Million Dollars (\$90,000,000) to reflect the net proceeds of proposed bond issuance(s) referenced in Exhibit E-1 and E-2 needed for the Public Improvements estimated in the aggregate for the capital costs estimates provided in Exhibit D-1 and D-2 following the effective date of the annexation of the Inclusion Area Boundaries to the Town of Mead without a needed for a service plan amendment. Such increase in the Maximum Debt Authorization will be memorialized in an amendment to the intergovernmental agreement between the Town and the Districts prior to issuance of any of the Debt attributable to the Inclusion Area Boundaries.

9. Fee Limitations.

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

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

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

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

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

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

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

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

12. Water Rights/Resources Limitation. The District shall not acquire, own, manage, adjudicate or develop water rights or resources except pursuant to an intergovernmental agreement with the Town and/or Little Thompson. The Districts intend to preserve the right in this Service Plan to design, own, operate and maintain a non-potable irrigation system, to provide irrigation water within the Initial District Boundaries and Inclusion Area Boundaries. If District constructed and operated, the District shall be permitted to manage the raw water for the District non-potable irrigation water system. All construction of the non-potable irrigation water system improvements shall be in accordance with Approved Development Plans with the Town, applicable provisions of the Town Code, the Town’s Design Standards and Construction Specifications (as may be amended from time to time), and applicable rules and regulations of Little Thompson.

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

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

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

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

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

18. Board Meetings and Website Limitations. Once an End User owns property in the Service Area, District Board meetings, when conducted in-person, shall be conducted within the boundaries of the Town of Mead. The District's website(s) shall include the name of the Project or a name that allows residents of the development community to readily

locate the District online and shall also include an updated street map for those properties within the Service Area that have constructed streets that are open for public use.

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

20. Maximum Debt Mill Levy. The Maximum Debt Mill Levy shall be thirty-five (35) mills, subject to Mill Levy Adjustment.

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

22. Maximum Operating Mill Levy. The Maximum Operating Mill Levy shall be a mill levy that the District is permitted to impose for payment of the District's administrative, operations and maintenance costs, which shall include, but not be limited to, the funding of operating reserves and sufficient ending fund balances to assure sufficient cash flow to fund expenses as they come due. The Maximum Operating Mill Levy shall be ten (10) mills, but in no case shall exceed the maximum mill levy necessary to pay the expenses enumerated in this Section. If the District owns, operates and maintains a non-potable water system for the entire development and additional funds are necessary for its operation and maintenance, the District shall be permitted to raise the Maximum Operating Mill Levy to fifteen (15) mills, but in no case shall exceed the Maximum Aggregate Mill Levy.

23. Maximum Aggregate Mill Levy. The Maximum Aggregate Mill Levy that the District is permitted to impose shall not exceed forty-five (45) mills, subject to Mill Levy Adjustment. The Maximum Aggregate Mill Levy does not include the Town O&M Mill Levy.

24. Developer Debt Mill Levy Imposition Term. Developer Debt shall be subordinate to other Debt of the District and shall be included in the Maximum Debt Authorization. Developer Debt shall expire and be forgiven twenty (20) years after the date of the initial imposition by the District of an ad valorem property tax to pay any Debt, unless

otherwise provided pursuant to an intergovernmental agreement with the Town. Refunding Bonds shall not be subject to this Developer Debt Mill Levy Imposition Term so long as such Refunding Bonds are not owned by the Developer or by a party related to the Developer.

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

26. Assumption of Maintenance Obligations associated with License and Easement Agreement. The District shall accept the Town's assignment of certain maintenance obligations associated with the McKay Lateral Ditch, as set forth in that certain License and Easement Agreement dated as of _____, 2022, by and between the MCKAY LATERAL DITCH COMPANY, a Colorado mutual ditch company (the "Ditch Company"), LONGSHADOWS, LLC, a Delaware limited liability company ("Longshadows"), MEAD INDUSTRIAL DEVELOPMENT, LLC, a Colorado limited liability company, MEAD INVESTORS 1, LLC, a Colorado limited liability company, and MEAD INVESTORS 2, LLC, a Colorado limited liability company (collectively, "Licensee"), and the Town, a copy of which was recorded on _____, 2022 at Reception No. _____ of the Weld County property records ("License and Easement Agreement"). Specifically, the District shall approve that certain assignment of the License and Easement Agreement is substantially the form attached to the Service Plan as **Exhibit C-1** (the "Town-District Assignment"). The District shall approve the Town-District Assignment within ninety (90) days following the date of the Order and Decree declaring the District organized. The District shall not incur any indebtedness or impose any taxes or fees until it has approved and executed the Town-District Assignment.

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

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

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

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

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

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

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

To the District: Access 25 Metropolitan District Nos. 1-6
 Spencer Fane LLP
 1700 Lincoln, Suite 2000
 Denver, CO 80203
 Attn: David S. O'Leary
 Phone: (303) 839-3800
 Email: doleary@spencerfane.com

To the Town: Town of Mead
 6530 S. Yosemite St., Suite 200
 Greenwood Village, CO 80111
 Attn: Marcus McAskin, Town Attorney

Phone: (303) 459-2725
marcus@mcm-legal.com

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

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

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

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

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

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

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

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

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

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

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

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

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

ACCESS 25 METROPOLITAN DISTRICT
NOS. 1-6

By: _____
President

Attest:

Secretary

TOWN OF MEAD, COLORADO

Mayor

Attest:

APPROVED AS TO FORM:

Town Clerk

Town Attorney

EXHIBIT C-1

SERVICE PLAN FOR ACCESS 25 METROPOLITAN DISTRICT NOS. 1-6

Assignment of License and Easement Agreement (McKay Ditch)

**ASSIGNMENT AND ASSUMPTION OF
LICENSE AND EASEMENT AGREEMENT
REGARDING MCKAY LATERAL DITCH**

This **ASSIGNMENT AND ASSUMPTION OF ASSIGNMENT AND ASSUMPTION OF LICENSE AND EASEMENT AGREEMENT** (this “Assignment”) is made by and between the **TOWN OF MEAD**, a Colorado municipal corporation (“Assignor”), having an address of 441 Third Street, Mead, Colorado 80542, and **ACCESS 25 METROPOLITAN DISTRICT NOS. 1-6**, special districts organized under Title 32 of the Colorado Revised Statutes (collectively, District Nos. 1-6 are referred to herein as the “Assignee”), having an address of c/o David O’Leary, Spencer Fane, LLP, 1700 Lincoln Street, Suite 2000, Denver, Colorado 80203, and shall be effective on the date of mutual execution hereof by the Parties (“Effective Date”).

W I T N E S S E T H:

A. The McKay Lateral Ditch Company; Longshadows, LLC; Mead Industrial Development, LLC; Mead Investors 1, LLC; and Mead Investors 2, LLC and the Assignor (Town of Mead) entered into that certain License and Easement Agreement dated _____, 2022, and recorded in the real property records of Weld County, Colorado (the “Official Records”) on _____, 2022 at Reception No. _____, concerning the McKay Lateral Ditch and rights and obligations of the parties in relation thereto (the “License and Easement Agreement”).

B. Assignor desires to assign to Assignee all of Assignor’s maintenance obligations and other responsibilities related to that portion of property depicted and described as Reach CR36 in the License and Easement Agreement, and Assignee is willing to assume all such rights, duties, obligations, liabilities, responsibilities, and benefits, pursuant to the terms and conditions of this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment and Assumption. As of the Effective Date, Assignor hereby irrevocably assigns, sets over, transfers and conveys to Assignee all of Assignor's rights, duties, obligations, liabilities, responsibilities, and benefits established in Section 6 of the License and Easement Agreement. Assignee hereby expressly accepts this Assignment and assumes, for itself and its successors and assigns, all of Assignor’s rights, duties, obligations, liabilities, and responsibilities under the License and Easement Agreement. Assignee agrees to (a) be fully bound by all of the terms, covenants, agreements, provisions, conditions, obligations, and liabilities of Assignor with respect to the License and Easement Agreement, and (b) keep, perform, and observe all of such terms, covenants, agreements, provisions, conditions, obligations, and liabilities set forth in the License and Easement Agreement.

2. Indemnification. To the extent permitted by law, Assignee hereby agrees to indemnify, protect, defend, and hold Assignor harmless for, from, and against any all claims, demands, liabilities, losses, costs, damages or expenses (including, without limitation, reasonable attorneys' fees and costs) arising out of or resulting from or in connection with any obligation, breach, or default by Assignee with respect to the License and Easement Agreement on and after the Effective Date.

3. General Provisions.

a. Successors. This Assignment shall inure to the benefit of, and be binding upon, Assignor and Assignee and their respective successors and assigns.

b. Counterparts. This Assignment may be executed in as many counterparts as may be deemed necessary and convenient, and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument.

c. Governing Law. This Assignment and the legal relations between the Assignor and Assignee shall be governed by and construed and enforced in accordance with the laws of the State of Colorado, without reference to the conflict of law provisions thereof.

d. Attorneys' Fees. If any action or proceeding is commenced by either the Assignor or Assignee to enforce its rights under this Assignment, then in addition to any damages awarded, the substantially prevailing party in such action or proceeding shall be awarded all reasonable costs and expense incurred in such action or proceeding, including reasonable attorneys' fees and costs, in addition to any other relief awarded by the court.

e. Recording. This Assignment shall be recorded with the Weld County Clerk and Recorder in the Official Records.

f. Notice to Ditch Company. The Assignor (Town of Mead) shall provide a copy of the recorded Assignment to the McKay Lateral Ditch Company in accordance with Section 6.1 and Section 11 of the License and Easement Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed and sealed this Assignment as of the Effective Date.

ASSIGNOR:

TOWN OF MEAD, COLORADO

By: _____

Printed Name: _____

Title: _____

Date of execution: _____

ATTEST:

Mary Strutt, MMC, Town Clerk

ASSIGNEE:

ACCESS 25 METROPOLITAN
DISTRICT NOS. 1-6

By: _____
President

ATTEST:

Secretary

EXHIBIT D-1

SERVICE PLAN FOR ACCESS 25 METROPOLITAN DISTRICT NOS. 1-6

Capital Plan (Initial District Boundaries)

Access 25 Metropolitan District Capital Plan

Summary of District Improvements

Opinion of Probable Cost Estimate

Date: 05-26-2022

JN: 20009

	TOTAL COST
Summary of District Improvements	
Roadway Improvements	\$19,436,357
Domestic Water Improvements	\$5,212,288
Sanitary Sewer Improvements	\$4,169,546
Storm Drainage Improvements	\$9,179,025
Non-Potable Water Improvements	\$4,052,781
Total District Improvements	\$42,049,996

Notes:

- 1) This estimate is prepared based on the plans dated 2022-05-17, prepared by Redland.
- 2) D & E: Design & Entitlement Fees is 15% of the total construction cost per phase pre-contingency including civil, landscape, irrigation, lighting, design survey, environmental, limited structural and geotechnical.
- 3) During Const.: During Construction Fees is 10% of the total construction cost including construction staking, material testing, permits and inspections.
- 4) Construction Management Fee is 7% of the total construction cost and includes owner representation for Bidding and Construction Phase Services.

Access 25 Metropolitan District Capital Plan

Roadway Improvements

Opinion of Probable Cost Estimate

Date: 05-26-2022

JN: 20009

Roadway Improvements (I-25 Frontage Road)	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
2 - Lane Street Section	740	LF	\$440.00	\$325,600

I-25 Frontage Road Subtotal \$325,600

Roadway Improvements (WCR 36)	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
3 - Lane Minor Arterial Street (Full Section)	1000	LF	\$770.00	\$770,000
3 - Lane Minor Arterial Street (Half Section)	1850	LF	\$385.00	\$712,250

WCR 36 Subtotal \$1,482,250

Roadway Improvements (WCR 9.5)	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
4 - Lane Major Arterial Street (Full Section)	1,335	CY	\$880.00	\$1,174,800
4 - Lane Major Arterial Street (Half Section)	4,000	CY	\$440.00	\$1,760,000
Railroad Signal House*	1	EA	\$55,000.00	\$55,000
Autoamated Gates and Flashers*	2	EA	\$275,000.00	\$550,000
Flashers for additional lane*	2	EA	\$82,500.00	\$165,000
Wayside Track Signals*	1	LS	\$33,000.00	\$33,000
Concrete Panels for two track crossings (mainline and HD Frogger	1	LS	\$110,000.00	\$110,000
Ind. Lead, Siding to be relocated) (Approx. 200 LF)*	1	LS	\$13,200.00	\$13,200
Signing and Striping*	1	LS	\$55,000.00	\$55,000
Asphalt (4 Lane Road)*	1	LS	\$22,000.00	\$22,000
Curb and Gutter*	1	LS	\$27,500.00	\$27,500
Sidewalk (Both Sides)*	1	LS	\$13,200.00	\$13,200
Raised Median*	1	LS	\$27,500.00	\$27,500
Culvert/Drainage*	1	LS	\$27,500.00	\$27,500

WCR 9.5 Improvments Subtotal \$4,007,200

Roadway Improvements (WCR 34 Widening)	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
4 - Lane Major Arterial Street (Half Section)	2,100	LF	\$440.00	\$924,000
Traffic Signal	1	EA	\$450,000.00	\$450,000

WCR 34 Widening Subtotal \$1,374,000

Access 25 Metropolitan District Capital Plan

Roadway Improvements

Opinion of Probable Cost Estimate

Date: 05-26-2022

JN: 20009

Roadway Improvements (West Half Section of WCR 11)	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
3 - Lane Minor Arterial Street (Half Section)	3,465	LF	\$385.00	\$1,334,025
West Half Section of WCR 11 Subtotal				\$1,334,025
Street Improvements (Internal Feeders)	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
3 - Lane Collector Street Section	7,825	LF	\$660.00	\$5,164,500
Internal Feeders Subtotal				\$5,164,500
Total Cost				\$13,687,575
10% Contingency				\$1,368,758
15% D&E				\$2,053,136
10% During Const.				\$1,368,758
7% Const. Mgmt.				\$958,130
Total Cost				\$19,436,357

Notes:

- 1) This estimate is prepared based on Exhibits dated 2022-05-17, prepared by Redland.
- 2) D & E: Design & Entitlement Fees is 15% of the total construction cost per phase pre-contingency including civil, landscape, irrigation, lighting, design survey, environmental, limited structural and geotechnical.
- 3) During Const.: During Construction Fees is 10% of the total construction cost including construction staking, material testing, permits and inspections.
- 4) Construction Management Fee is 7% of the total construction cost and includes owner representation for Bidding and Construction Phase Services.
- 5) Information with an asterisk was taken from HDR Engineering Company
- 6) Roadway costs includes associated grading, erosion control, street lights, and landscaping.

Access 25 Metropolitan District Capital Plan

Water Improvements

Opinion of Probable Cost Estimate

Date: 05-26-2022

JN: 20009

	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
On-Site Water Improvements (Lot 1, Block 1)				
Connect to Existing Main	1	EA	\$5,500.00	\$5,500
8" PVC Watermain w/ Fittings & Appurtenances	2,660	LF	\$110.00	\$292,600
Fire Hydrant Assembly	6	EA	\$7,700.00	\$46,200

Lot 1, Block 1 Water Subtotal \$344,300

	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
On-Site Water Improvements (Lot 3, Block 1)				
8" PVC Watermain w/ Fittings & Appurtenances	1,700	LF	\$110.00	\$187,000
Fire Hydrant Assembly	4	EA	\$7,700.00	\$30,800

Lot 3, Block 1 Water Subtotal \$217,800

	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Water Improvements (WCR 36)				
Connect to Existing Main	2	EA	\$5,500.00	\$11,000
12" PVC Watermain w/Fittings & Appurtenances	2,700	LF	\$165.00	\$445,500
24' x 12' Water Meter and Vault	1	EA	\$185,000.00	\$185,000
2" AirVac	1	EA	\$9,900.00	\$9,900
Fire Hydrant Assembly	6	EA	\$7,700.00	\$46,200

WCR 36 Water Subtotal \$697,600

	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Water Improvements (Northern Portion WCR 9.5)				
12" PVC Watermain w/Fittings & Appurtenances	1,640	LF	\$165.00	\$270,600
Fire Hydrant Assembly	4	EA	\$7,700.00	\$30,800
Boring and 24" Casing Pipe	110	LF	\$1,540.00	\$169,400

Northern portion of WCR 9.5 Water Subtotal \$470,800

	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Off-Site Water Improvements (Southern Portion of WCR 9.5)				
2" AirVac	1	EA	\$9,900.00	\$9,900
12" PVC Watermain w/Fittings & Appurtenances	1,810	LF	\$165.00	\$298,650
Fire Hydrant Assembly	4	EA	\$7,700.00	\$30,800

Southern Portion of WCR 9.5 Subtotal \$339,350

Access 25 Metropolitan District Capital Plan

Water Improvements

Opinion of Probable Cost Estimate

Date: 05-26-2022

JN: 20009

	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
On-Site Water Improvements (Internal Feeders)				
8" PVC Watermain w/ Fittings & Appurtenances	7,760	LF	\$110.00	\$853,600
Fire Hydrant Assembly	16	EA	\$7,700.00	\$123,200
Internal Feeders Water Subtotal				\$976,800

	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Water Improvements (WCR 11)				
12" PVC Watermain w/Fittings & Appurtenances	3,455	LF	\$165.00	\$570,075
Fire Hydrant Assembly	7	EA	\$7,700.00	\$53,900
WCR 11 Water Subtotal				\$623,975

Total Cost	\$3,670,625
10% Contingency	\$367,063
15% D&E	\$550,594
10% During Const.	\$367,063
7% Const. Mgmt.	\$256,944
Total Cost	\$5,212,288

Notes:

- 1) This estimate is prepared based on the plans dated 2022-05-17, prepared by Redland.
- 2) D & E: Design & Entitlement Fees is 15% of the total construction cost per phase pre-contingency including civil, landscape, irrigation, lighting design survey, environmental, limited structural and geotechnical.
- 3) During Const.: During Construction Fees is 10% of the total construction cost including construction staking, material testing, permits and inspections.
- 4) Construction Management Fee is 7% of the total construction cost and includes owner representation for Bidding and Construction Phase Services.
- 5) Fire Hydrant spacing assumed every 500-ft.
- 6) Pipe sizes are approximate.
- 7) Assumed fittings at street intersections and bends in the alignment.
- 8) Assumed gate valves at intersections and fire hydrants.
- 9) Access 25 is responsible for half the cost of water improvements in WCR 9.5 from the railroad to the southern portion of the project boundary. Raterink is responsible for paying the other half of these costs.

Access 25 Metropolitan District Capital Plan

Sanitary Sewer Improvements

Opinion of Probable Cost Estimate

Date: 05-26-2022

JN: 20009

Off-Site Sanitary Sewer (Raterink Cost Share)	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Off-Site Sanitary Sewer Improvements (Cost Share)	1	EA	\$700,000.00	\$700,000
Off-Site Sanitary Sewer (Cost Share) Subtotal				\$700,000
On-Site Sanitary Sewer (Filing 2 - Internal Feeders)	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
8" SDR-35 PVC (0-12' depth)	1,000	LF	\$88.00	\$88,000
10" SDR-35 PVC (0-12' depth)	2,500	LF	\$110.00	\$275,000
12" SDR-35 PVC (0-12' depth)	2,230	LF	\$154.00	\$343,420
4' Dia. Manhole (0-12' Depth)	20	EA	\$8,250.00	\$165,000
Internal Feeders Subtotal				\$871,420
On-Site Sanitary Sewer (WCR 9.5 North of Southern Internal Feeder)	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
10" SDR-35 PVC (0-12' depth)	400	LF	\$110.00	\$44,000
12" SDR-35 PVC (0-12' depth)	2,270	LF	\$154.00	\$349,580
4' Dia. Manhole (0-12' Depth)	9	EA	\$8,250.00	\$74,250
Boring and 24" Casing Pipe	110	LF	\$1,540.00	\$169,400
WCR 9.5 North of Southern Internal Feeder Sanitary Sewer Subtotal				\$637,230
On-Site Sanitary Sewer (Filing 1)	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
8" SDR-35 PVC (0-12' depth)	1,825	LF	\$88.00	\$160,600
10" SDR-35 PVC (0-12' depth)	1,250	LF	\$110.00	\$137,500
4' Dia. Manhole (0-12' Depth)	11	EA	\$8,250.00	\$90,750
Boring and 24" Casing Pipe	220	LF	\$1,540.00	\$338,800
Filing 1 On-Site Sanitary Sewer Subtotal				\$727,650
Total Cost				\$2,936,300
10% Contingency				\$293,630
15% D&E				\$440,445
10% During Const.				\$293,630
7% Const. Mgmt.				\$205,541
Total Cost				\$4,169,546

Notes:

- 1) This estimate is prepared based on the plans dated 05-17-2022, prepared by Redland.
- 2) D & E: Design & Entitlement Fees is 15% of the total construction cost per phase pre-contingency including civil, landscape, irrigation, lighting, design survey, environmental, limited structural and geotechnical.
- 3) During Const.: During Construction Fees is 10% of the total construction cost including construction staking, material testing, permits and
- 4) Construction Management Fee is 7% of the total construction cost and includes owner representation for Bidding and Construction Phase Services.
- 5) Pipe sizes are approximate.
- 6) Manholes were assumed approximately every 300'.

Access 25 Metropolitan District Capital Plan

Storm Drainage Improvements

Opinion of Probable Cost Estimate

Date: 05-26-2022

JN: 20009

On-Site Storm Sewer (Filing 1 - Lot 1 Block 1)	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Full Spectrum Detention and Water Quality Pond	2.6	AC-FT	\$66,000.00	\$171,600
Pond Landscaping	49,500	SF	\$2.20	\$108,900
Lot 1, Block 1 Subtotal				\$280,500
On-Site Storm Sewer (Filing 1 - Tract A)	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Full Spectrum Detention and Water Quality Pond	2.8	AC-FT	\$66,000.00	\$184,800
Pond Landscaping	46,000	SF	\$2.20	\$101,200
Tract A Subtotal				\$286,000
On-Site Storm Sewer (Filing 1 - Tract B)	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Full Spectrum Detention and Water Quality Pond	2.4	AC-FT	\$66,000.00	\$158,400
Pond Landscaping	48,000	SF	\$2.20	\$105,600
Tract B Subtotal				\$264,000
On-Site Storm Sewer (Filing 1 - Lot 1, Block 2)	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
18" RCP (0-8' depth)	100	LF	\$99.00	\$9,900
24" RCP (0-8' depth)	900	LF	\$121.00	\$108,900
36" RCP (0-8' depth)	650	LF	\$192.50	\$125,125
5' Dia. Manhole	4	EA	\$7,150.00	\$28,600
6' Dia. Manhole	3	EA	\$8,250.00	\$24,750
36" Flared End Section	1	EA	\$5,500.00	\$5,500
10' Type 'R' Inlet	4	EA	\$14,300.00	\$57,200
Full Spectrum Detention and Water Quality Pond	2.8	AC-FT	\$66,000.00	\$184,800
Pond Landscaping	46,000	SF	\$2.20	\$101,200
Lot 1, Block 2 Subtotal				\$645,975

Access 25 Metropolitan District Capital Plan

Storm Drainage Improvements

Opinion of Probable Cost Estimate

Date: 05-26-2022

JN: 20009

On-Site Storm Sewer (Filing 2 - Tract A)	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
18" RCP (0-8' depth)	150	LF	\$99.00	\$14,850
24" RCP (0-8' depth)	810	LF	\$121.00	\$98,010
36" RCP (0-8' depth)	270	LF	\$192.50	\$51,975
5' Dia. Manhole	3	EA	\$7,150.00	\$21,450
6' Dia. Manhole	2	EA	\$8,250.00	\$16,500
36" Flared End Section	1	EA	\$5,500.00	\$5,500
10' Type 'R' Inlet	4	EA	\$14,300.00	\$57,200
Full Spectrum Detention and Water Quality Pond	3.7	AC-FT	\$66,000.00	\$244,200
Pond Landscaping	39,000	SF	\$2.20	\$85,800
Northeast Pond Subtotal				\$595,485
On-Site Storm Sewer (Filing 2 - Tract B)	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
18" RCP (0-8' depth)	520	LF	\$99.00	\$51,480
24" RCP (0-8' depth)	830	LF	\$121.00	\$100,430
36" RCP (0-8' depth)	1,240	LF	\$192.50	\$238,700
48" RCP (0-8' depth)	1,240	LF	\$275.00	\$341,000
54" RCP (0-8' depth)	270	LF	\$352.00	\$95,040
5' Dia. Manhole	4	EA	\$7,150.00	\$28,600
6' Dia. Manhole	6	EA	\$8,250.00	\$49,500
Box Base Manhole	4	EA	\$27,500.00	\$110,000
54" Flared End Section	1	EA	\$7,700.00	\$7,700
10' Type 'R' Inlet	18	EA	\$14,300.00	\$257,400
Full Spectrum Detention and Water Quality Pond	3.0	AC-FT	\$66,000.00	\$198,000
Pond Landscaping	135,000	SF	\$2.20	\$297,000
Southwest Pond Subtotal				\$1,774,850
On-Site Storm Sewer (South Pond - Tract C)	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
18" RCP (0-8' depth)	760	LF	\$99.00	\$75,240
24" RCP (0-8' depth)	1,710	LF	\$121.00	\$206,910
36" RCP (0-8' depth)	1,560	LF	\$192.50	\$300,300
48" RCP (0-8' depth)	270	LF	\$275.00	\$74,250
48" Flared End Section	1	EA	\$7,150.00	\$7,150
5' Dia. Manhole	8	EA	\$7,150.00	\$57,200
6' Dia. Manhole	7	EA	\$8,250.00	\$57,750
Box Base Manhole	2	EA	\$27,500.00	\$55,000
Full Spectrum Detention and Water Quality Pond	6.5	AC-FT	\$66,000.00	\$429,000
Pond Landscaping	285,000	SF	\$2.20	\$627,000
South Pond Subtotal				\$1,889,800

Access 25 Metropolitan District Capital Plan

Storm Drainage Improvements

Opinion of Probable Cost Estimate

Date: 05-26-2022

JN: 20009

On-Site McKay Lateral Irrigation (WCR 36)	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
36" RCP (0-8' depth)	1,520	LF	\$192.50	\$292,600
48" RCP (0-8' depth)	260	LF	\$275.00	\$71,500
6' Dia. Manhole	6	EA	\$8,250.00	\$49,500
Box Base Manhole	2	EA	\$27,500.00	\$55,000
6" Concrete Lined Ditch	120	CY	\$1,650.00	\$198,000
McKay Lateral Irrigation Subtotal				\$666,600
On-Site Storm Sewer (WCR 36)	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
14" x 23" HERCP	135	LF	\$121.00	\$16,335
5' Dia. Manhole	1	EA	\$7,150.00	\$7,150
14" x 23" Flared End Section	2	EA	\$4,400.00	\$8,800
10' Type 'R' Inlet	2	EA	\$14,300.00	\$28,600
WCR 36 Subtotal				\$60,885
Total Cost				\$6,464,095
10% Contingency				\$646,410
15% D&E				\$969,620
10% During Const.				\$646,410
7% Const. Mgmt.				\$452,490
Total Cost				\$9,179,025

Notes:

- 1) This estimate is prepared based on the plans dated 2022-05-17, prepared by Redland.
- 2) D & E: Design & Entitlement Fees is 15% of the total construction cost per phase pre-contingency including civil, landscape, irrigation, lighting, design survey, environmental, limited structural and geotechnical.
- 3) During Const.: During Construction Fees is 10% of the total construction cost including construction staking, material testing, permit and inspections.
- 4) Construction Management Fee is 7% of the total construction cost and includes owner representation for Bidding and Construction Phase Services.
- 5) Assumed Manhole every 300 LF
- 6) Assumed Manhole at every change in direction.
- 7) Storm sewer pipe sizing is approximate.
- 8) Landscaping includes pond and tract area. Native vegetation and irrigation is assumed for pond landscaping
- 9) Full Spectrum Detention and Water Quality Pond includes grading, water quality, trickle channel, outlet structure, spillway, cutoff wall, riprap, etc.

Access 25 Metropolitan District Capital Plan

Non-Potable Improvements

Opinion of Probable Cost Estimate

Date: 05-26-2022

JN: 20009

On-Site Non-Potable Improvements (Lot 1, Block 1)	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
6" PVC Irrigation Main w/ Fittings & Appurtances	910	LF	\$71.50	\$65,065
Lot 1, Block 1 Non-Potable Subtotal				\$65,065
On-Site Non-Potable Improvements (Lot 3, Block 1)	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
6" PVC Irrigation Main w/ Fittings & Appurtances	1,580	LF	\$71.50	\$112,970
Lot 3, Block 1 Non-Potable Subtotal				\$112,970
On-Site Non-Potable Improvements (WCR 36)	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
6" PVC Irrigation Main w/ Fittings & Appurtances	975	LF	\$71.50	\$69,713
12" PVC Irrigation Main w/ Fittings & Appurtenances	415	LF	\$137.50	\$57,063
8" PVC Irrigation Main w/ Fittings & Appurtenances	900	LF	\$82.50	\$74,250
Pump Station	1	EA	\$1,320,000.00	\$1,320,000
WCR 36 Non-Potable Subtotal				\$1,521,026
On-Site Non-Potable Improvements (WCR 9.5)	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
8" PVC Irrigation Main w/ Fittings & Appurtenances	3,120	LF	\$82.50	\$257,400
16" Boring & Casing	110	LF	\$1,375.00	\$151,250
WCR 9.5 Non-Potable Subtotal				\$408,650
On-Site Non-Potable Improvements (Internal Feeders)	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
6" PVC Irrigation Main w/ Fittings & Appurtances	2,500	LF	\$71.50	\$178,750
8" PVC Irrigation Main w/ Fittings & Appurtenances	3,890	LF	\$82.50	\$320,925
Internal Feeders Non-Potable Subtotal				\$499,675

Access 25 Metropolitan District Capital Plan

Non-Potable Improvements

Opinion of Probable Cost Estimate

Date: 05-26-2022

JN: 20009

On-Site Non-Potable Improvements (WCR 11)	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
8" PVC Irrigation Main w/ Fittings & Appurtenances	2,990	LF	\$82.50	\$246,675
WCR 11 Non-Potable Subtotal				\$246,675
Total Cost				\$2,854,061
10% Contingency				\$285,410
15% D&E				\$428,110
10% During Const.				\$285,410
7% Const. Mgmt.				\$199,790
Total Cost				\$4,052,781

Notes:

- 1) This estimate is prepared based on the plans dated 2022-05-17, prepared by Redland.
- 2) D & E: Design & Entitlement Fees is 15% of the total construction cost per phase pre-contingency including civil, landscape, lighting, design survey, environmental, limited structural and geotechnical.
- 3) During Const.: During Construction Fees is 10% of the total construction cost including construction staking, material testing, permits and inspections.
- 4) Construction Management Fee is 7% of the total construction cost and includes owner representation for Bidding and Construction Phase Services.
- 5) Pipe sizing is approximate.

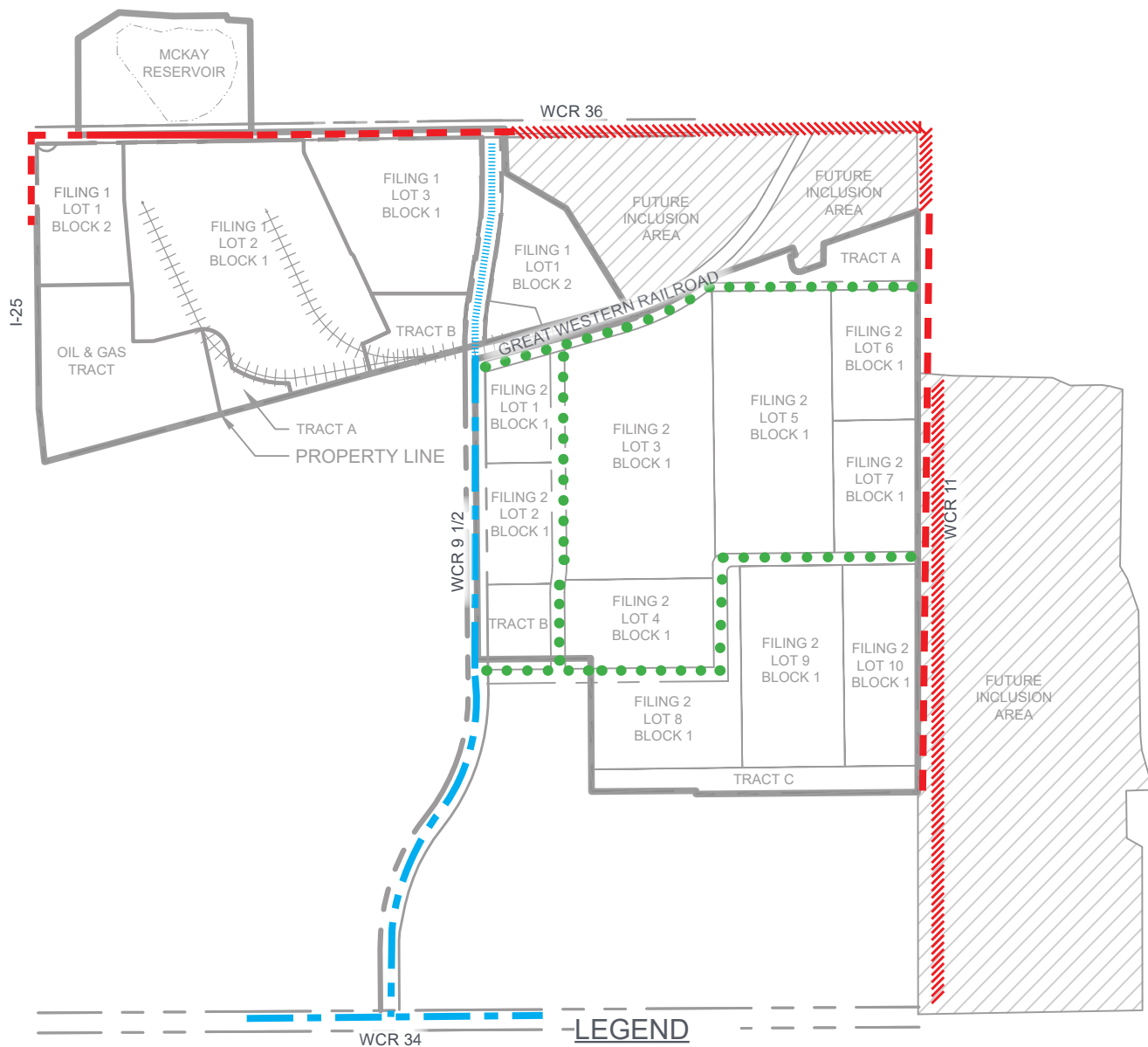


EXHIBIT B - ROADWAYS

ACCESS 25 METROPOLITAN DISTRICT

MEAD, CO

MAY 17, 2022

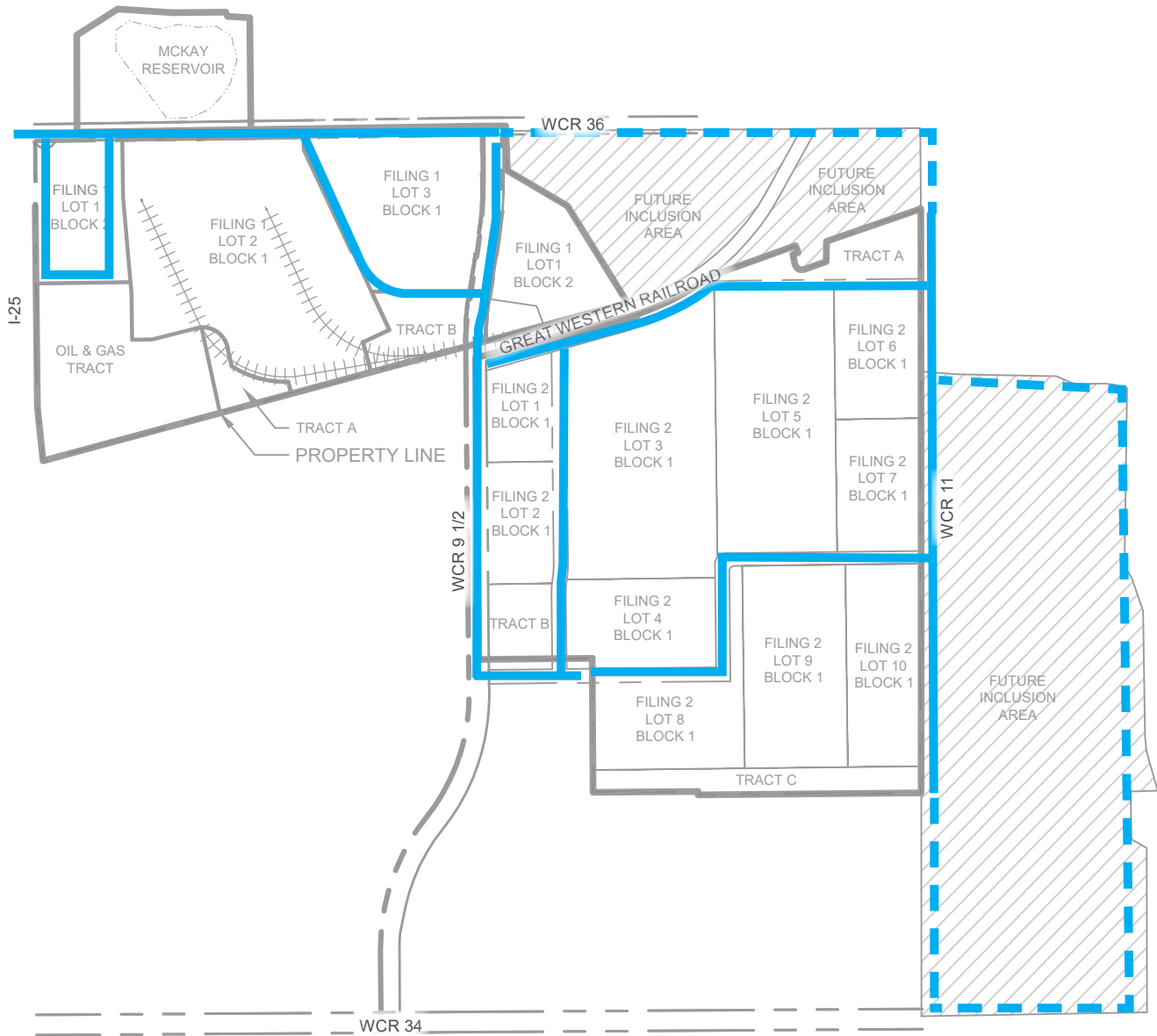
0' 500' 1000' 1500'



Redland

WHERE GREAT PLACES BEGIN

720.283.6783 Office
1500 West Canal Court
Littleton, Colorado 80120
REDLAND.COM



LEGEND

- ON-SITE WATER
- - - FUTURE INCLUSION WATER

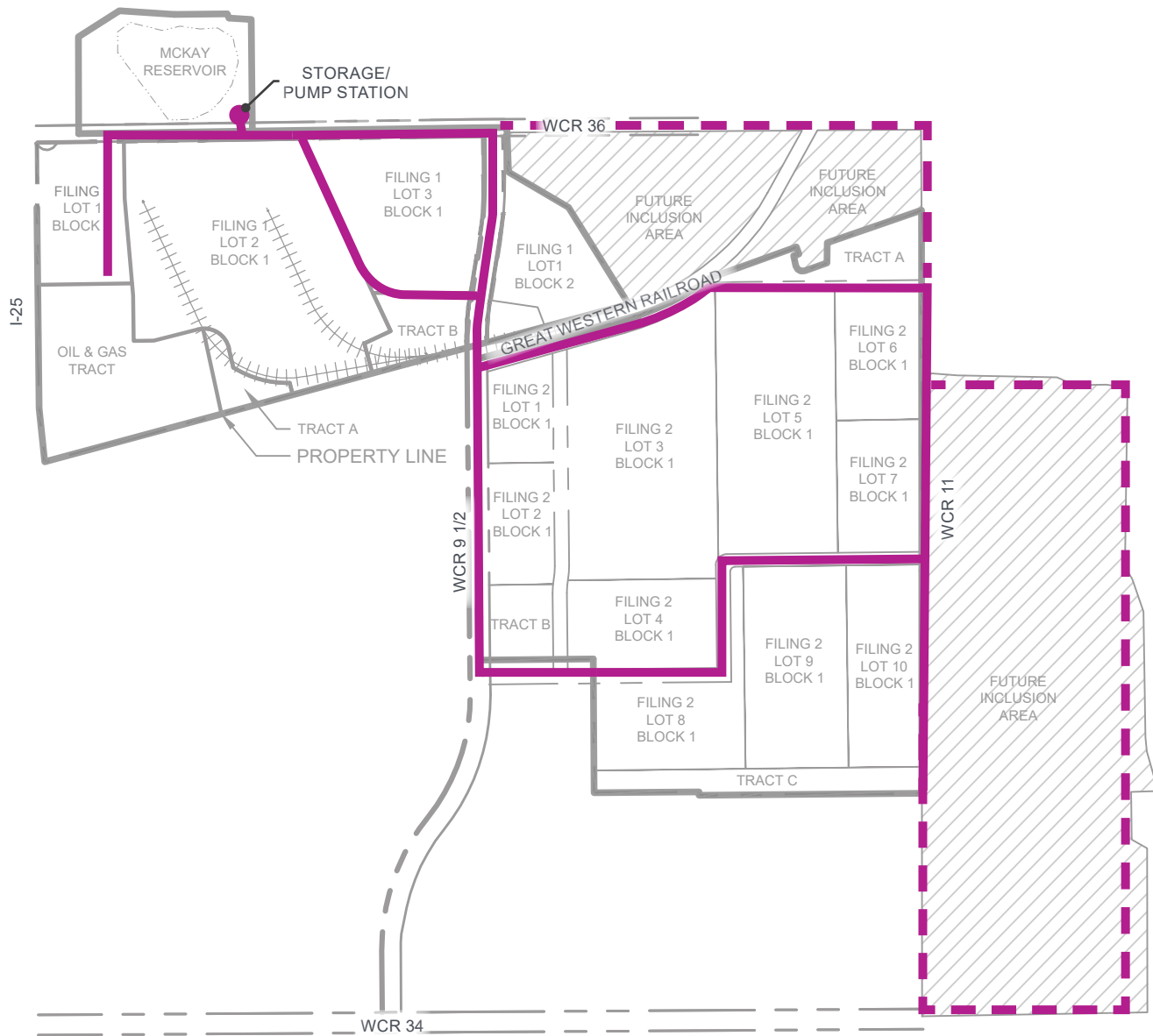
EXHIBIT C - WATER
ACCESS 25 METROPOLITAN DISTRICT
MEAD, CO

MAY 17, 2022
0' 500' 1000' 1500'



Redland
WHERE GREAT PLACES BEGIN

720.283.6783 Office
1500 West Canal Court
Littleton, Colorado 80120
REDLAND.COM



LEGEND

- ON-SITE NON-POTABLE WATER
- - - FUTURE INCLUSION NON-POTABLE WATER

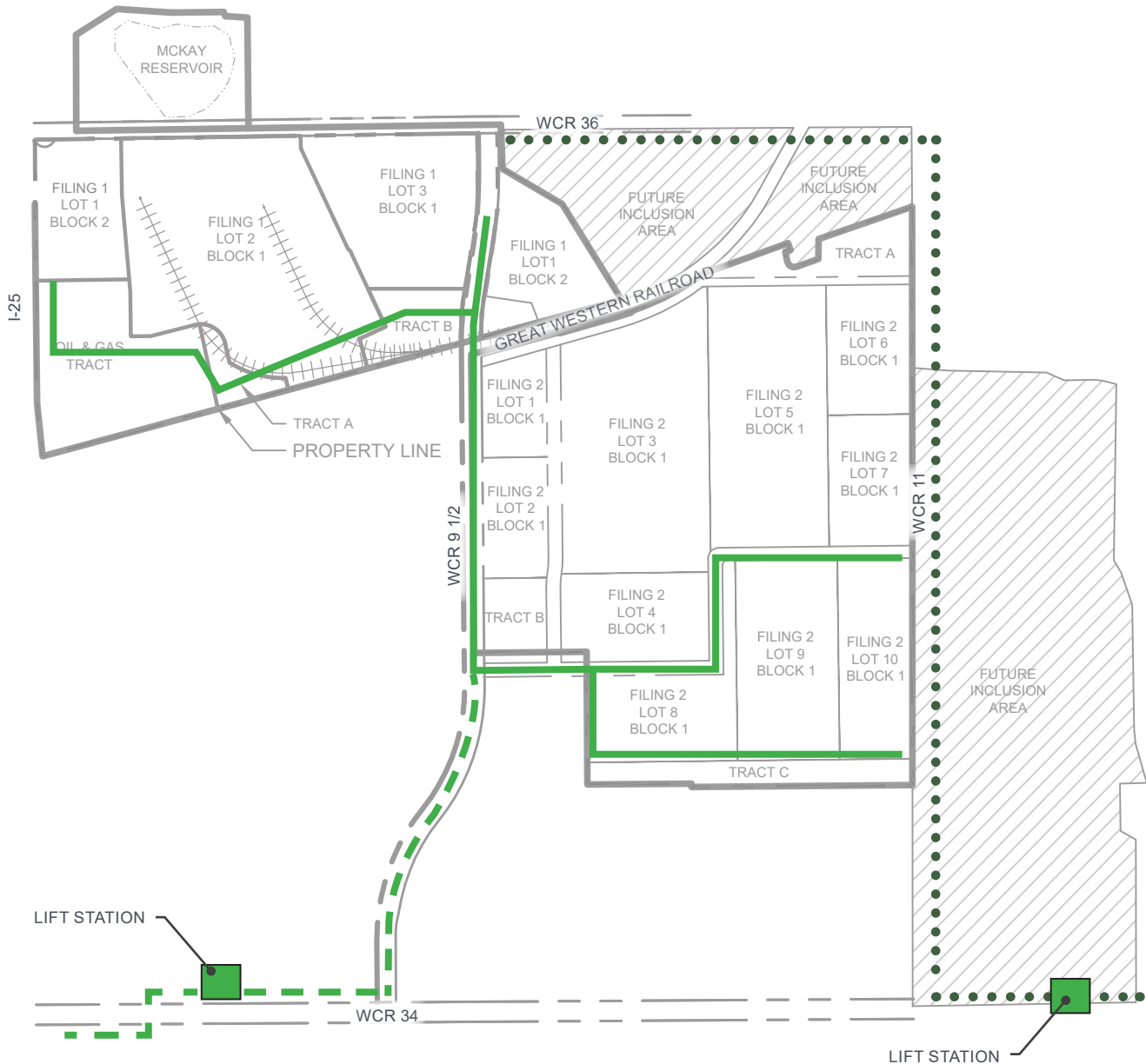
EXHIBIT D - NON-POTABLE WATER
ACCESS 25 METROPOLITAN DISTRICT
MEAD, CO

MAY 17, 2022



Redland
WHERE GREAT PLACES BEGIN

720.283.6783 Office
1500 West Canal Court
Littleton, Colorado 80120
REDLAND.COM



LEGEND

- ON-SITE SANITARY SEWER
- - - - - OFF-SITE SANITARY SEWER
- FUTURE INCLUSION SANITARY SEWER

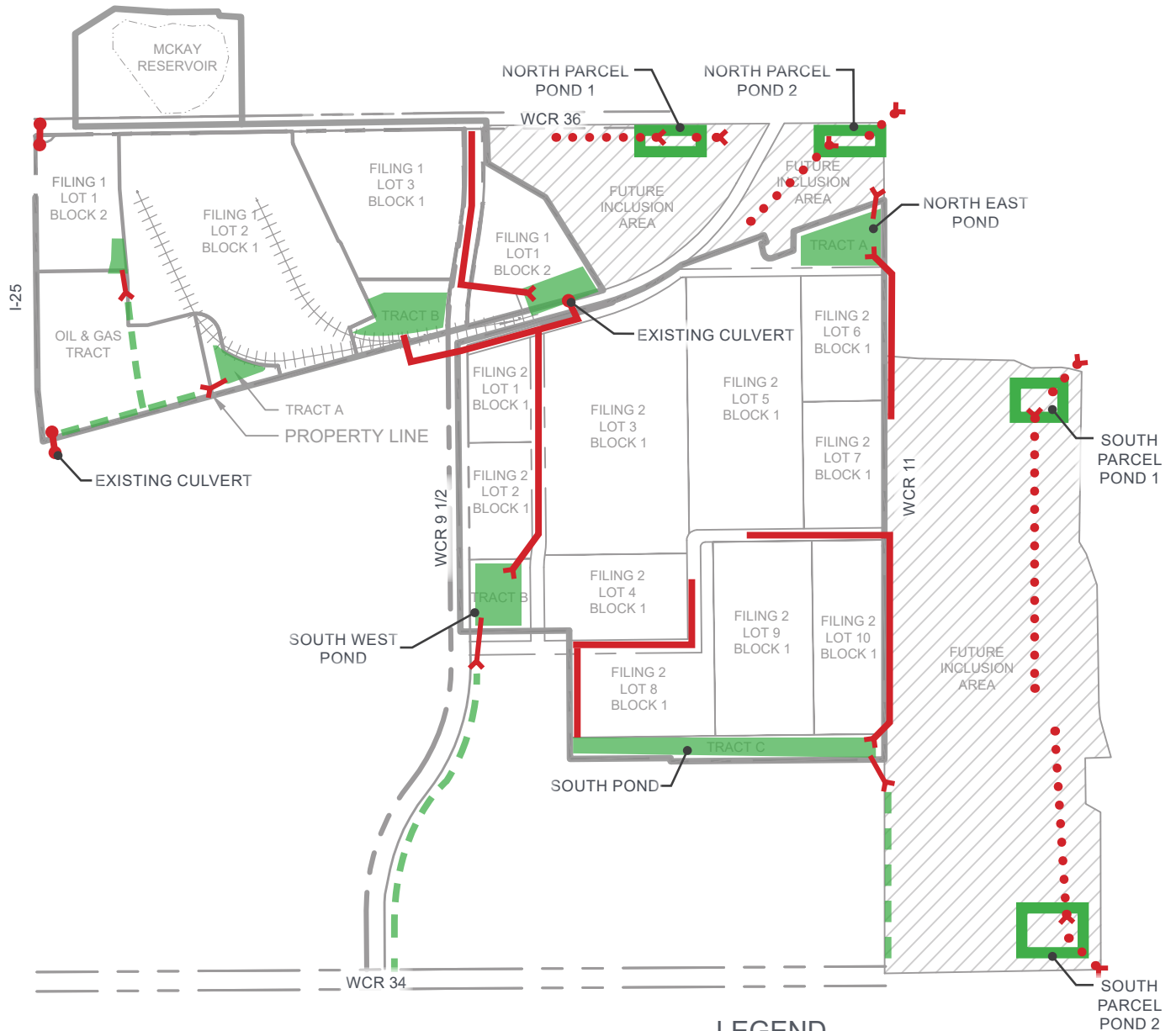
EXHIBIT E - SANITARY SEWER ACCESS 25 METROPOLITAN DISTRICT MEAD, CO

MAY 17, 2022
0' 500' 1000' 1500'



Redland
WHERE GREAT PLACES BEGIN

720.283.6783 Office
1500 West Canal Court
Littleton, Colorado 80120
REDLAND.COM



LEGEND

- ON-SITE STORM SEWER
- DETENTION
- - - SWALE
- FUTURE INCLUSION STORM SEWER
- FUTURE INCLUSION DETENTION

EXHIBIT F - DRAINAGE AND STORM SEWER ACCESS 25 METROPOLITAN DISTRICT MEAD, CO

MAY 17, 2022
0' 500' 1000' 1500'



Redland
WHERE GREAT PLACES BEGIN

720.283.6783 Office
1500 West Canal Court
Littleton, Colorado 80120
REDLAND.COM

EXHIBIT D-2

SERVICE PLAN FOR ACCESS 25 METROPOLITAN DISTRICT NOS. 1-6

Capital Plan (Inclusion Area Boundaries)

Access 25 Metropolitan District Capital Plan

Inclusion Area Summary of District Improvements

Opinion of Probable Cost Estimate

Date: 05-26-2022

JN: 20009

Summary of District Improvements	TOTAL
	COST
Roadway Improvements	\$5,315,486
Domestic Water Improvements	\$2,995,916
Sanitary Sewer Improvements	\$5,934,824
Storm Drainage Improvements	\$5,534,575
Non-Potable Water Improvements	\$1,300,390
Total District Improvements	\$21,081,191

Notes:

- 1) This estimate is prepared based on the plans dated 2022-05-17, prepared by Redland.
- 2) D & E: Design & Entitlement Fees is 15% of the total construction cost per phase pre-contingency including civil, landscape, irrigation, lighting design survey, environmental, limited structural and geotechnical.
- 3) During Const.: During Construction Fees is 10% of the total construction cost including construction staking, material testing, permits and inspections.
- 4) Construction Management Fee is 7% of the total construction cost and includes owner representation for Bidding and Construction Phase Services.

Access 25 Metropolitan District Capital Plan

Inclusion Area Roadway Improvements

Opinion of Probable Cost Estimate

Date: 05-26-2022

JN: 20009

Roadway Improvements (WCR 36 North Parcel)	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
3 - Lane Minor Arterial Street (Half Section)	2600	LF	\$385.00	\$1,001,000
Railroad Crossing	1	EA	\$1,071,400.00	\$1,071,400
WCR 36 Subtotal				\$2,072,400
Roadway Improvements (WCR 11 North Parcel)	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
3 - Lane Minor Arterial Street (Half Section)	520	LF	\$385.00	\$200,200
WCR 36 Subtotal				\$200,200
Roadway Improvements (WCR 11 South Parcel)	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
3 - Lane Minor Arterial Street (Half Section)	3820	LF	\$385.00	\$1,470,700
WCR 36 Subtotal				\$1,470,700
Total Cost				\$3,743,300
10% Contingency				\$374,330
15% D&E				\$561,495
10% During Const.				\$374,330
7% Const. Mgmt.				\$262,031
Total Cost				\$5,315,486

Notes:

- 1) This estimate is prepared based on Exhibits dated 2022-05-17, prepared by Redland.
- 2) D & E: Design & Entitlement Fees is 15% of the total construction cost per phase pre-contingency including civil, landscape, irrigation, lighting, design survey, environmental, limited structural and geotechnical.
- 3) During Const.: During Construction Fees is 10% of the total construction cost including construction staking, material testing, permits and inspections.
- 4) Construction Management Fee is 7% of the total construction cost and includes owner representation for Bidding and Construction Phase Services.
- 5) Roadway costs include associated grading, erosion control, street lights, and landscaping.

Access 25 Metropolitan District Capital Plan

Inclusion Area Water Improvements

Opinion of Probable Cost Estimate

Date: 05-26-2022

JN: 20009

	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Water Improvements (WCR 36 North Parcel)				
Connect to Existing Main	1	EA	\$5,500.00	\$5,500
12" PVC Watermain w/Fittings & Appurtenances	2,600	LF	\$165.00	\$429,000
Fire Hydrant Assembly	6	EA	\$7,700.00	\$46,200
Boring and 24" Casing Pipe	110	LF	\$1,540.00	\$169,400
WCR 36 North Parcel Water Subtotal				\$650,100
Water Improvements (WCR 11 North Parcel)				
12" PVC Watermain w/Fittings & Appurtenances	520	LF	\$165.00	\$85,800
Fire Hydrant Assembly	2	EA	\$7,700.00	\$15,400
WCR 11 North Parcel Water Subtotal				\$101,200
Water Improvements (WCR 11 South Parcel)				
Connect to Existing Main	1	EA	\$5,500.00	\$5,500
12" PVC Watermain w/Fittings & Appurtenances	7,500	LF	\$165.00	\$1,237,500
Fire Hydrant Assembly	15	EA	\$7,700.00	\$115,500
WCR 11 South Parcel Water Subtotal				\$1,358,500
Total Cost				\$2,109,800
10% Contingency				\$210,980
15% D&E				\$316,470
10% During Const.				\$210,980
7% Const. Mgmt.				\$147,686
Total Cost				\$2,995,916

Notes:

- 1) This estimate is prepared based on the plans dated 2022-05-17, prepared by Redland.
- 2) D & E: Design & Entitlement Fees is 15% of the total construction cost per phase pre-contingency including civil, landscape, irrigation, lighting design survey, environmental, limited structural and geotechnical.
- 3) During Const.: During Construction Fees is 10% of the total construction cost including construction staking, material testing, permits and inspections.
- 4) Construction Management Fee is 7% of the total construction cost and includes owner representation for Bidding and Construction Phase Services.
- 5) Fire Hydrant spacing assumed every 500-ft.
- 6) Pipe sizes are approximate.

Access 25 Metropolitan District Capital Plan

Inclusion Area Sanitary Sewer Improvements

Opinion of Probable Cost Estimate

Date: 05-26-2022

JN: 20009

Sanitary Sewer	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
8" SDR-35 PVC (0-12' depth)	2,900	LF	\$88.00	\$255,200
10" SDR-35 PVC (0-12' depth)	2,900	LF	\$110.00	\$319,000
12" SDR-35 PVC (0-12' depth)	2,900	LF	\$154.00	\$446,600
4' Dia. Manhole (0-12' Depth)	29	EA	\$8,250.00	\$239,250
Boring and 24" Casing Pipe	110	LF	\$1,540.00	\$169,400
Lift Station	1	EA	\$2,750,000.00	\$2,750,000
Inclusion Area Sanitary Subtotal				\$4,179,450
Total Cost				\$4,179,450
10% Contingency				\$417,945
15% D&E				\$626,918
10% During Const.				\$417,950
7% Const. Mgmt.				\$292,562
Total Cost				\$5,934,824

Notes:

- 1) This estimate is prepared based on the plans dated 05-17-2022, prepared by Redland.
- 2) D & E: Design & Entitlement Fees is 15% of the total construction cost per phase pre-contingency including civil, landscape, irrigation, lighting, design survey, environmental, limited structural and geotechnical.
- 3) During Const.: During Construction Fees is 10% of the total construction cost including construction staking, material testing, permits and
- 4) Construction Management Fee is 7% of the total construction cost and includes owner representation for Bidding and Construction Phase Services.
- 5) Pipe sizes are approximate.
- 6) Manholes were assumed approximately every 300'.
- 7) Sanitary Service for the Inclusion Areas is assumed to be within the St. Vrain Sanitation District. The layout provided will service the Inclusion Area but the Sanitation District may require a regional off-site lift station at WCR 34 and Colorado Boulevard to service the property.

Access 25 Metropolitan District Capital Plan

Inclusion Area Storm Drainage Improvements

Opinion of Probable Cost Estimate

Date: 05-26-2022

JN: 20009

	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Storm Sewer (North Parcel Pond 1)				
18" RCP (0-8' depth)	400	LF	\$99.00	\$39,600
24" RCP (0-8' depth)	800	LF	\$121.00	\$96,800
36" RCP (0-8' depth)	400	LF	\$192.50	\$77,000
5' Dia. Manhole	6	EA	\$7,150.00	\$42,900
36" Flared End Section	1	EA	\$5,500.00	\$5,500
Full Spectrum Detention and Water Quality Pond	3.8	AC-FT	\$66,000.00	\$250,800
Pond Landscaping	65,000	SF	\$2.20	\$143,000
North Parcel Pond 1 Subtotal				\$655,600
On-Site Storm Sewer (North Parcel Pond 2)				
18" RCP (0-8' depth)	250	LF	\$99.00	\$24,750
24" RCP (0-8' depth)	500	LF	\$121.00	\$60,500
36" RCP (0-8' depth)	250	LF	\$192.50	\$48,125
5' Dia. Manhole	4	EA	\$7,150.00	\$28,600
36" Flared End Section	1	EA	\$5,500.00	\$5,500
Full Spectrum Detention and Water Quality Pond	2.2	AC-FT	\$66,000.00	\$145,200
Pond Landscaping	45,000	SF	\$2.20	\$99,000
North Parcel Pond 2 Subtotal				\$411,675
On-Site Storm Sewer (South Parcel Pond 1)				
18" RCP (0-8' depth)	500	LF	\$99.00	\$49,500
24" RCP (0-8' depth)	500	LF	\$121.00	\$60,500
36" RCP (0-8' depth)	500	LF	\$192.50	\$96,250
48" RCP (0-8' depth)	500	LF	\$275.00	\$137,500
5' Dia. Manhole	5	EA	\$7,150.00	\$35,750
6' Dia. Manhole	2	EA	\$8,250.00	\$16,500
48" Flared End Section	1	EA	\$7,150.00	\$7,150
Full Spectrum Detention and Water Quality Pond	7.0	AC-FT	\$66,000.00	\$462,000
Pond Landscaping	100,000	SF	\$2.20	\$220,000
South Parcel Pond 1 Subtotal				\$1,085,150

Access 25 Metropolitan District Capital Plan

Inclusion Area Storm Drainage Improvements

Opinion of Probable Cost Estimate

Date: 05-26-2022

JN: 20009

	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
On-Site Storm Sewer (South Parcel Pond 2)				
18" RCP (0-8' depth)	500	LF	\$99.00	\$49,500
24" RCP (0-8' depth)	500	LF	\$121.00	\$60,500
36" RCP (0-8' depth)	500	LF	\$192.50	\$96,250
48" RCP (0-8' depth)	500	LF	\$275.00	\$137,500
48" Flared End Section	1	EA	\$7,150.00	\$7,150
5' Dia. Manhole	5	EA	\$7,150.00	\$35,750
6' Dia. Manhole	2	EA	\$8,250.00	\$16,500
Full Spectrum Detention and Water Quality Pond	7.0	AC-FT	\$66,000.00	\$462,000
Pond Landscaping	100,000	SF	\$2.20	\$220,000
South Parcel Pond 2 Subtotal				\$1,085,150
On-Site McKay Lateral Irrigation (WCR 36)				
36" RCP (0-8' depth)	3,000	LF	\$192.50	\$577,500
6' Dia. Manhole	10	EA	\$8,250.00	\$82,500
McKay Lateral Irrigation Subtotal				\$660,000
Total Cost				\$3,897,575
10% Contingency				\$389,760
15% D&E				\$584,640
10% During Const.				\$389,760
7% Const. Mgmt.				\$272,840
Total Cost				\$5,534,575

Notes:

- 1) This estimate is prepared based on the plans dated 2022-05-17, prepared by Redland.
- 2) D & E: Design & Entitlement Fees is 15% of the total construction cost per phase pre-contingency including civil, landscape, irrigation, lighting, design survey, environmental, limited structural and geotechnical.
- 3) During Const.: During Construction Fees is 10% of the total construction cost including construction staking, material testing, permits and inspections.
- 4) Construction Management Fee is 7% of the total construction cost and includes owner representation for Bidding and Construction Phase Services.
- 5) Assumed Manhole every 300 LF
- 6) Storm sewer pipe sizing is approximate.
- 7) Landscaping includes pond and tract area. Native vegetation and irrigation is assumed for pond landscaping
- 8) Full Spectrum Detention and Water Quality Pond includes grading, water quality, trickle channel, outlet structure, spillway, cutoff wall, riprap, etc.

Access 25 Metropolitan District Capital Plan

Inclusion Area Non-Potable Improvements

Opinion of Probable Cost Estimate

Date: 05-26-2022

JN: 20009

Non-Potable Improvements (WCR 36 North Parcel)	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
8" PVC Irrigation Main w/ Fittings & Appurtenances	2,600	LF	\$82.50	\$214,500
WCR 36 North Parcel Non-potable Subtotal				\$214,500
Non-Potable Improvements (WCR 11 North Parcel)	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
8" PVC Irrigation Main w/ Fittings & Appurtenances	1,000	LF	\$82.50	\$82,500
WCR 11 North Parcel Non-potable Subtotal				\$82,500
Non-Potable Improvements (WCR 11 South Parcel)	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
8" PVC Irrigation Main w/ Fittings & Appurtenances	7,500	LF	\$82.50	\$618,750
WCR 36 Non-Potable Subtotal				\$618,750
Total Cost				\$915,750
10% Contingency				\$91,580
15% D&E				\$137,370
10% During Const.				\$91,580
7% Const. Mgmt.				\$64,110
Total Cost				\$1,300,390

Notes:

- 1) This estimate is prepared based on the plans dated 2022-05-17, prepared by Redland.
- 2) D & E: Design & Entitlement Fees is 15% of the total construction cost per phase pre-contingency including civil, landscape, lighting, design survey, environmental, limited structural and geotechnical.
- 3) During Const.: During Construction Fees is 10% of the total construction cost including construction staking, material testing, permits and inspections.
- 4) Construction Management Fee is 7% of the total construction cost and includes owner representation for Bidding and Construction Phase Services.
- 5) Pipe sizing is approximate.

EXHIBIT E-1

SERVICE PLAN FOR ACCESS 25 METROPOLITAN DISTRICT NOS. 1-6

Financial Plan

(Initial District Boundaries)

**Access 25 Metropolitan District
Weld County, Colorado**
~~~  
**General Obligation Bonds, Series 2022A  
Subordinate Cash Flow Bonds, Series 2022B**  
~~~

Bond Assumptions	Series 2022A	Series 2022B	Total
Closing Date	11/2/2022	11/2/2022	
First Call Date	12/1/2027	12/1/2027	
Final Maturity	12/1/2052	12/15/2052	
Discharge Date	12/2/2062	12/16/2062	
Sources of Funds			
Par Amount	58,545,000	5,008,000	63,553,000
Total	58,545,000	5,008,000	63,553,000
Uses of Funds			
Project Fund	41,335,000	4,857,760	46,192,760
Capitalized Interest	10,538,100	0	10,538,100
Surplus Deposit	5,251,000	0	5,251,000
Cost of Issuance	1,420,900	150,240	1,571,140
Total	58,545,000	5,008,000	63,553,000
Debt Features			
Projected Coverage at Mill Levy Cap	1.30x	1.00x	
Tax Status	Tax-Exempt	Tax-Exempt	
Rating	Non-Rated	Non-Rated	
Coupon (Interest Rate)	6.000%	8.500%	
Annual Trustee Fee	\$4,000	\$3,000	
Biennial Reassessment			
Commercial	2.00%	2.00%	
Tax Authority Assumptions			
Metropolitan District Revenue			
Debt Service Mills			
Service Plan Mill Levy Cap	45.000		
Maximum Adjusted Cap	45.000		
Target Mill Levy	25.000		
Specific Ownership Tax	6.00%		
County Treasurer Fee	1.50%		
Operations			
Mill Levy	10.000		
Town			
Mill Levy	3.000		

**Access 25 Metropolitan District
Development Summary**

Statutory Actual Value (2022)	Commercial								
	Building 0: HD Frogger	Building 1	Building 2A	Building 2B	Building 2C	Retail	Building 3A	Building 3B	Building 3C
	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200
2021	-	-	-	-	-	-	-	-	-
2022	386,000	-	-	-	-	-	-	-	-
2023	-	120,250	60,400	50,400	-	-	-	-	-
2024	-	-	-	-	50,400	3,500	92,150	-	-
2025	-	-	-	-	-	-	-	-	637,000
2026	-	-	-	-	-	-	-	97,350	-
2027	-	-	-	-	-	-	-	-	-
2028	-	-	-	-	-	-	-	-	-
2029	-	-	-	-	-	-	-	-	-
2030	-	-	-	-	-	-	-	-	-
2031	-	-	-	-	-	-	-	-	-
2032	-	-	-	-	-	-	-	-	-
2033	-	-	-	-	-	-	-	-	-
2034	-	-	-	-	-	-	-	-	-
2035	-	-	-	-	-	-	-	-	-
2036	-	-	-	-	-	-	-	-	-
2037	-	-	-	-	-	-	-	-	-
2038	-	-	-	-	-	-	-	-	-
2039	-	-	-	-	-	-	-	-	-
2040	-	-	-	-	-	-	-	-	-
2041	-	-	-	-	-	-	-	-	-
2042	-	-	-	-	-	-	-	-	-
2043	-	-	-	-	-	-	-	-	-
2044	-	-	-	-	-	-	-	-	-
2045	-	-	-	-	-	-	-	-	-
2046	-	-	-	-	-	-	-	-	-
2047	-	-	-	-	-	-	-	-	-
2048	-	-	-	-	-	-	-	-	-
2049	-	-	-	-	-	-	-	-	-
2050	-	-	-	-	-	-	-	-	-
2051	-	-	-	-	-	-	-	-	-
Total Units	386,000	120,250	60,400	50,400	50,400	3,500	92,150	97,350	637,000
Total Statutory Actual Value	\$77,200,000	\$24,050,000	\$12,080,000	\$10,080,000	\$10,080,000	\$700,000	\$18,430,000	\$19,470,000	\$127,400,000

**Access 25 Metropolitan District
Development Summary**

Statutory Actual Value (2022)	Commercial									Total
	Building 3D	Building 3E	Building 4A	Building 4B	Building 4C	Building 4D	Building 4E	-	-	
	\$200	\$200	\$200	\$200	\$200	\$200	\$200	-	-	
2021	-	-	-	-	-	-	-	-	-	-
2022	-	-	-	-	-	-	-	-	-	386,000
2023	-	-	-	-	-	-	-	-	-	231,050
2024	225,000	-	-	-	-	-	-	-	-	371,050
2025	-	-	-	-	-	-	-	-	-	637,000
2026	-	182,000	-	-	-	-	-	-	-	279,350
2027	-	-	582,000	-	-	-	-	-	-	582,000
2028	-	-	-	-	-	342,400	267,500	-	-	609,900
2029	-	-	-	130,400	134,000	-	-	-	-	264,400
2030	-	-	-	-	-	-	-	-	-	-
2031	-	-	-	-	-	-	-	-	-	-
2032	-	-	-	-	-	-	-	-	-	-
2033	-	-	-	-	-	-	-	-	-	-
2034	-	-	-	-	-	-	-	-	-	-
2035	-	-	-	-	-	-	-	-	-	-
2036	-	-	-	-	-	-	-	-	-	-
2037	-	-	-	-	-	-	-	-	-	-
2038	-	-	-	-	-	-	-	-	-	-
2039	-	-	-	-	-	-	-	-	-	-
2040	-	-	-	-	-	-	-	-	-	-
2041	-	-	-	-	-	-	-	-	-	-
2042	-	-	-	-	-	-	-	-	-	-
2043	-	-	-	-	-	-	-	-	-	-
2044	-	-	-	-	-	-	-	-	-	-
2045	-	-	-	-	-	-	-	-	-	-
2046	-	-	-	-	-	-	-	-	-	-
2047	-	-	-	-	-	-	-	-	-	-
2048	-	-	-	-	-	-	-	-	-	-
2049	-	-	-	-	-	-	-	-	-	-
2050	-	-	-	-	-	-	-	-	-	-
2051	-	-	-	-	-	-	-	-	-	-
Total Units	225,000	182,000	582,000	130,400	134,000	342,400	267,500	-	-	3,360,750
Total Statutory Actual Value	\$45,000,000	\$36,400,000	\$116,400,000	\$26,080,000	\$26,800,000	\$68,480,000	\$53,500,000	-	-	\$672,150,000

**Access 25 Metropolitan District
Assessed Value**

	Vacant and Improved Land ¹		Commercial				Total
	Cumulative Statutory Actual Value	Assessed Value in Collection Year 2 Year Lag 29.00%	Commercial SF Delivered	Biennial Reassessment 2.00%	Cumulative Statutory Actual Value	Assessed Value in Collection Year 2 Year Lag 29.00%	Assessed Value in Collection Year 2 Year Lag
2021	7,720,000	0	-	-	0	0	0
2022	4,621,000	0	386,000	-	77,200,000	0	0
2023	7,421,000	2,238,800	231,050	-	124,334,200	0	2,238,800
2024	12,740,000	1,340,090	371,050	2,486,684	204,028,968	22,388,000	23,728,090
2025	5,587,000	2,152,090	637,000	-	339,226,867	36,056,918	38,209,008
2026	11,640,000	3,694,600	279,350	6,784,537	406,486,889	59,168,401	62,863,001
2027	12,198,000	1,620,230	582,000	-	535,001,895	98,375,791	99,996,021
2028	5,288,000	3,375,600	609,900	10,700,038	683,071,225	117,881,198	121,256,798
2029	0	3,537,420	264,400	-	743,813,723	155,150,549	158,687,969
2030	0	1,533,520	-	14,876,274	758,689,997	198,090,655	199,624,175
2031	0	0	-	-	758,689,997	215,705,980	215,705,980
2032	0	0	-	15,173,800	773,863,797	220,020,099	220,020,099
2033	0	0	-	-	773,863,797	220,020,099	220,020,099
2034	0	0	-	15,477,276	789,341,073	224,420,501	224,420,501
2035	0	0	-	-	789,341,073	224,420,501	224,420,501
2036	0	0	-	15,786,821	805,127,895	228,908,911	228,908,911
2037	0	0	-	-	805,127,895	228,908,911	228,908,911
2038	0	0	-	16,102,558	821,230,452	233,487,089	233,487,089
2039	0	0	-	-	821,230,452	233,487,089	233,487,089
2040	0	0	-	16,424,609	837,655,061	238,156,831	238,156,831
2041	0	0	-	-	837,655,061	238,156,831	238,156,831
2042	0	0	-	16,753,101	854,408,163	242,919,968	242,919,968
2043	0	0	-	-	854,408,163	242,919,968	242,919,968
2044	0	0	-	17,088,163	871,496,326	247,778,367	247,778,367
2045	0	0	-	-	871,496,326	247,778,367	247,778,367
2046	0	0	-	17,429,927	888,926,252	252,733,935	252,733,935
2047	0	0	-	-	888,926,252	252,733,935	252,733,935
2048	0	0	-	17,778,525	906,704,778	257,788,613	257,788,613
2049	0	0	-	-	906,704,778	257,788,613	257,788,613
2050	0	0	-	18,134,096	924,838,873	262,944,385	262,944,385
2051	0	0	-	-	924,838,873	262,944,385	262,944,385
2052	0	0	-	18,496,777	943,335,651	268,203,273	268,203,273
Total			3,360,750	219,493,187			

1. Vacant land value calculated in year prior to construction as 10% build-out market value

**Access 25 Metropolitan District
Revenue**

	Total	District Mill Levy Revenue			Expense		Total
	Assessed Value in Collection Year	Debt Mill Levy 45.000 Cap 25.000 Target	Debt Mill Levy Collections 99.50%	Specific Ownership Taxes 6.00%	County Treasurer Fee 1.50%	Annual Trustee Fee	Revenue Available for Debt Service
2021	0	0.000	0	0	0	0	0
2022	0	0.000	0	0	0	(7,000)	(7,000)
2023	2,238,800	25.000	55,690	3,341	(835)	(7,000)	51,196
2024	23,728,090	25.000	590,236	35,414	(8,854)	(7,000)	609,797
2025	38,209,008	25.000	950,449	57,027	(14,257)	(7,000)	986,219
2026	62,863,001	25.000	1,563,717	93,823	(23,456)	(7,000)	1,627,084
2027	99,996,021	25.000	2,487,401	149,244	(37,311)	(7,000)	2,592,334
2028	121,256,798	25.000	3,016,263	180,976	(45,244)	(7,000)	3,144,995
2029	158,687,969	25.000	3,947,363	236,842	(59,210)	(7,000)	4,117,995
2030	199,624,175	25.000	4,965,651	297,939	(74,485)	(7,000)	5,182,106
2031	215,705,980	25.000	5,365,686	321,941	(80,485)	(7,000)	5,600,142
2032	220,020,099	25.000	5,473,000	328,380	(82,095)	(7,000)	5,712,285
2033	220,020,099	25.000	5,473,000	328,380	(82,095)	(7,000)	5,712,285
2034	224,420,501	25.000	5,582,460	334,948	(83,737)	(7,000)	5,826,671
2035	224,420,501	25.000	5,582,460	334,948	(83,737)	(7,000)	5,826,671
2036	228,908,911	25.000	5,694,109	341,647	(85,412)	(7,000)	5,943,344
2037	228,908,911	25.000	5,694,109	341,647	(85,412)	(7,000)	5,943,344
2038	233,487,089	25.000	5,807,991	348,479	(87,120)	(7,000)	6,062,351
2039	233,487,089	25.000	5,807,991	348,479	(87,120)	(7,000)	6,062,351
2040	238,156,831	25.000	5,924,151	355,449	(88,862)	(7,000)	6,183,738
2041	238,156,831	25.000	5,924,151	355,449	(88,862)	(7,000)	6,183,738
2042	242,919,968	25.000	6,042,634	362,558	(90,640)	(7,000)	6,307,553
2043	242,919,968	25.000	6,042,634	362,558	(90,640)	(7,000)	6,307,553
2044	247,778,367	25.000	6,163,487	369,809	(92,452)	(7,000)	6,433,844
2045	247,778,367	25.000	6,163,487	369,809	(92,452)	(7,000)	6,433,844
2046	252,733,935	25.000	6,286,757	377,205	(94,301)	(7,000)	6,562,661
2047	252,733,935	25.000	6,286,757	377,205	(94,301)	(7,000)	6,562,661
2048	257,788,613	25.000	6,412,492	384,750	(96,187)	(7,000)	6,694,054
2049	257,788,613	25.000	6,412,492	384,750	(96,187)	(7,000)	6,694,054
2050	262,944,385	25.000	6,540,742	392,444	(98,111)	(7,000)	6,828,075
2051	262,944,385	25.000	6,540,742	392,444	(98,111)	(7,000)	6,828,075
2052	268,203,273	25.000	6,671,556	400,293	(100,073)	(7,000)	6,964,776
Total			149,469,659	8,968,180	(2,242,045)	(217,000)	155,978,794

**Access 25 Metropolitan District
Debt Service**

	Total Revenue Available for Debt Service	Net Debt Service Series 2022A	Surplus Fund			Ratio Analysis		
		Dated: 11/2/2022 Par: \$58,545,000 Proj: \$41,335,000	Annual Surplus	Cumulative Balance \$11,709,000	Released Revenue	Debt Service Coverage	Coverage at Mill Levy Cap	Senior Debt to Assessed Value
2022	(7,000)	0	(7,000)	5,244,000	0	n/a	n/a	n/a
2023	51,196	0	51,196	5,295,196	0	n/a	n/a	n/a
2024	609,797	0	609,797	5,904,993	0	n/a	n/a	2615%
2025	986,219	282,968	703,252	6,608,245	0	349%	629%	247%
2026	1,627,084	3,512,700	(1,885,616)	4,722,629	0	46%	84%	153%
2027	2,592,334	3,512,700	(920,366)	3,802,263	0	74%	133%	93%
2028	3,144,995	3,512,700	(367,705)	3,434,558	0	90%	161%	59%
2029	4,117,995	3,512,700	605,295	4,039,853	0	117%	211%	48%
2030	5,182,106	3,982,700	1,199,406	5,239,258	0	130%	234%	37%
2031	5,600,142	4,304,500	1,295,642	6,534,900	0	130%	234%	29%
2032	5,712,285	4,390,300	1,321,985	7,856,885	0	130%	234%	26%
2033	5,712,285	4,393,000	1,319,285	9,176,170	0	130%	234%	25%
2034	5,826,671	4,477,100	1,349,571	10,525,741	0	130%	234%	25%
2035	5,826,671	4,477,500	1,349,171	11,709,000	165,912	130%	234%	24%
2036	5,943,344	4,568,700	1,374,644	11,709,000	1,374,644	130%	234%	23%
2037	5,943,344	4,570,000	1,373,344	11,709,000	1,373,344	130%	234%	22%
2038	6,062,351	4,661,200	1,401,151	11,709,000	1,401,151	130%	234%	21%
2039	6,062,351	4,661,600	1,400,751	11,709,000	1,400,751	130%	234%	20%
2040	6,183,738	4,756,000	1,427,738	11,709,000	1,427,738	130%	234%	19%
2041	6,183,738	4,753,400	1,430,338	11,709,000	1,430,338	130%	234%	18%
2042	6,307,553	4,848,900	1,458,653	11,709,000	1,458,653	130%	234%	17%
2043	6,307,553	4,851,200	1,456,353	11,709,000	1,456,353	130%	234%	16%
2044	6,433,844	4,945,100	1,488,744	11,709,000	1,488,744	130%	234%	14%
2045	6,433,844	4,944,600	1,489,244	11,709,000	1,489,244	130%	234%	13%
2046	6,562,661	5,044,500	1,518,161	11,709,000	1,518,161	130%	234%	12%
2047	6,562,661	5,048,200	1,514,461	11,709,000	1,514,461	130%	234%	10%
2048	6,694,054	5,145,500	1,548,554	11,709,000	1,548,554	130%	234%	9%
2049	6,694,054	5,145,100	1,548,954	11,709,000	1,548,954	130%	234%	7%
2050	6,828,075	5,251,800	1,576,275	11,709,000	1,576,275	130%	234%	6%
2051	6,828,075	5,248,400	1,579,675	11,709,000	1,579,675	130%	234%	4%
2052	6,964,776	10,605,300	(3,640,524)	0	8,068,476	66%	118%	0%
Total	155,978,794	129,408,368	26,570,426	277,437,693	31,821,426			

1. Assumes \$5,251,000 Deposit to Surplus Fund at Closing

**Access 25 Metropolitan District
Subordinate Debt Service**

	Revenue Available for Debt Service	Interest Payment 8.500%	Balance of Accrued Interest	Principal Payment	Principal Balance	Debt Service	Released Revenue
						Series 2022B	
						Dated: 11/2/2022 Par: \$5,008,000 Proj: \$4,857,760	
					5,008,000		
2022	-	-	50,845	-	5,008,000	-	-
2023	-	-	480,847	-	5,008,000	-	-
2024	-	-	947,399	-	5,008,000	-	-
2025	-	-	1,453,608	-	5,008,000	-	-
2026	-	-	2,002,845	-	5,008,000	-	-
2027	-	-	2,598,766	-	5,008,000	-	-
2028	-	-	3,245,341	-	5,008,000	-	-
2029	-	-	3,946,875	-	5,008,000	-	-
2030	-	-	4,708,040	-	5,008,000	-	-
2031	-	-	5,533,903	-	5,008,000	-	-
2032	-	-	6,429,965	-	5,008,000	-	-
2033	-	-	7,402,192	-	5,008,000	-	-
2034	-	-	8,457,058	-	5,008,000	-	-
2035	165,912	165,912	9,435,677	-	5,008,000	165,912	-
2036	1,374,644	1,374,644	9,288,745	-	5,008,000	1,374,644	-
2037	1,373,344	1,373,344	9,130,624	-	5,008,000	1,373,344	-
2038	1,401,151	1,401,151	8,931,256	-	5,008,000	1,401,151	-
2039	1,400,751	1,400,751	8,715,342	-	5,008,000	1,400,751	-
2040	1,427,738	1,427,738	8,454,088	-	5,008,000	1,427,738	-
2041	1,430,338	1,430,338	8,168,028	-	5,008,000	1,430,338	-
2042	1,458,653	1,458,653	7,829,338	-	5,008,000	1,458,653	-
2043	1,456,353	1,456,353	7,464,159	-	5,008,000	1,456,353	-
2044	1,488,744	1,488,744	7,035,548	-	5,008,000	1,488,744	-
2045	1,489,244	1,489,244	6,570,006	-	5,008,000	1,489,244	-
2046	1,518,161	1,518,161	6,035,976	-	5,008,000	1,518,161	-
2047	1,514,461	1,514,461	5,460,253	-	5,008,000	1,514,461	-
2048	1,548,554	1,548,554	4,801,501	-	5,008,000	1,548,554	-
2049	1,548,954	1,548,954	4,086,355	-	5,008,000	1,548,954	-
2050	1,576,275	1,576,275	3,283,100	-	5,008,000	1,576,275	-
2051	1,579,675	1,579,675	2,408,168	-	5,008,000	1,579,675	-
2052	8,068,476	3,038,543	-	5,008,000	-	8,046,543	21,934
Total	31,821,426	26,791,492		5,008,000		31,799,492	21,934

**Access 25 Metropolitan District
Revenue**

	Total	Operations Mill Levy Revenue			Expense	Total
	Assessed Value in Collection Year	O&M Mill Levy 10.000 Cap 10.000 Target	O&M Mill Levy Collections 99.50%	Specific Ownership Taxes 6.00%	County Treasurer Fee 1.50%	Revenue Available for Operations
2021	0	0.000	0	0	0	0
2022	0	0.000	0	0	0	0
2023	2,238,800	10.000	22,388	1,337	(336)	23,389
2024	23,728,090	10.000	237,281	14,166	(3,559)	247,887
2025	38,209,008	10.000	382,090	22,811	(5,731)	399,170
2026	62,863,001	10.000	628,630	37,529	(9,429)	656,730
2027	99,996,021	10.000	999,960	59,698	(14,999)	1,044,658
2028	121,256,798	10.000	1,212,568	72,390	(18,189)	1,266,770
2029	158,687,969	10.000	1,586,880	94,737	(23,803)	1,657,813
2030	199,624,175	10.000	1,996,242	119,176	(29,944)	2,085,474
2031	215,705,980	10.000	2,157,060	128,776	(32,356)	2,253,480
2032	220,020,099	10.000	2,200,201	131,352	(33,003)	2,298,550
2033	220,020,099	10.000	2,200,201	131,352	(33,003)	2,298,550
2034	224,420,501	10.000	2,244,205	133,979	(33,663)	2,344,521
2035	224,420,501	10.000	2,244,205	133,979	(33,663)	2,344,521
2036	228,908,911	10.000	2,289,089	136,659	(34,336)	2,391,411
2037	228,908,911	10.000	2,289,089	136,659	(34,336)	2,391,411
2038	233,487,089	10.000	2,334,871	139,392	(35,023)	2,439,240
2039	233,487,089	10.000	2,334,871	139,392	(35,023)	2,439,240
2040	238,156,831	10.000	2,381,568	142,180	(35,724)	2,488,024
2041	238,156,831	10.000	2,381,568	142,180	(35,724)	2,488,024
2042	242,919,968	10.000	2,429,200	145,023	(36,438)	2,537,785
2043	242,919,968	10.000	2,429,200	145,023	(36,438)	2,537,785
2044	247,778,367	10.000	2,477,784	147,924	(37,167)	2,588,541
2045	247,778,367	10.000	2,477,784	147,924	(37,167)	2,588,541
2046	252,733,935	10.000	2,527,339	150,882	(37,910)	2,640,311
2047	252,733,935	10.000	2,527,339	150,882	(37,910)	2,640,311
2048	257,788,613	10.000	2,577,886	153,900	(38,668)	2,693,118
2049	257,788,613	10.000	2,577,886	153,900	(38,668)	2,693,118
2050	262,944,385	10.000	2,629,444	156,978	(39,442)	2,746,980
2051	262,944,385	10.000	2,629,444	156,978	(39,442)	2,746,980
2052	268,203,273	10.000	2,682,033	160,117	(40,230)	2,801,920
Total			60,088,305	3,587,272	(901,325)	62,774,252

**Access 25 Metropolitan District
Revenue**

	Total	Town Operations Mill Levy Revenue			Expense	Total
	Assessed Value in Collection Year	Town O&M Mill Levy 3.000 Cap 3.000 Target	Town O&M Mill Levy Collections 99.50%	Specific Ownership Taxes 6.00%	County Treasurer Fee 1.50%	Revenue Available for Operations
2021	0	0.000	0	0	0	0
2022	0	0.000	0	0	0	0
2023	100,242	3.000	6,716	18	(336)	6,399
2024	1,062,425	3.000	71,184	190	(3,559)	67,815
2025	1,710,808	3.000	114,627	306	(5,731)	109,202
2026	2,814,691	3.000	188,589	504	(9,429)	179,664
2027	4,477,322	3.000	299,988	802	(14,999)	285,791
2028	5,429,273	3.000	363,770	972	(18,189)	346,554
2029	7,105,254	3.000	476,064	1,273	(23,803)	453,533
2030	8,938,172	3.000	598,873	1,601	(29,944)	570,530
2031	9,658,235	3.000	647,118	1,730	(32,356)	616,492
2032	9,851,400	3.000	660,060	1,764	(33,003)	628,822
2033	9,851,400	3.000	660,060	1,764	(33,003)	628,822
2034	10,048,428	3.000	673,262	1,800	(33,663)	641,398
2035	10,048,428	3.000	673,262	1,800	(33,663)	641,398
2036	10,249,396	3.000	686,727	1,836	(34,336)	654,226
2037	10,249,396	3.000	686,727	1,836	(34,336)	654,226
2038	10,454,384	3.000	700,461	1,872	(35,023)	667,311
2039	10,454,384	3.000	700,461	1,872	(35,023)	667,311
2040	10,663,472	3.000	714,470	1,910	(35,724)	680,657
2041	10,663,472	3.000	714,470	1,910	(35,724)	680,657
2042	10,876,742	3.000	728,760	1,948	(36,438)	694,270
2043	10,876,742	3.000	728,760	1,948	(36,438)	694,270
2044	11,094,276	3.000	743,335	1,987	(37,167)	708,155
2045	11,094,276	3.000	743,335	1,987	(37,167)	708,155
2046	11,316,162	3.000	758,202	2,027	(37,910)	722,318
2047	11,316,162	3.000	758,202	2,027	(37,910)	722,318
2048	11,542,485	3.000	773,366	2,067	(38,668)	736,765
2049	11,542,485	3.000	773,366	2,067	(38,668)	736,765
2050	11,773,335	3.000	788,833	2,109	(39,442)	751,500
2051	11,773,335	3.000	788,833	2,109	(39,442)	751,500
2052	12,008,802	3.000	804,610	2,151	(40,230)	766,530
Total			18,026,492	48,186	(901,325)	17,173,353

SOURCES AND USES OF FUNDS**ACCESS 25 METROPOLITAN DISTRICT
Weld County, Colorado**

~~~

**GENERAL OBLIGATION BONDS, SERIES 2022A  
SUBORDINATE CASH FLOW BONDS, SERIES 2022B**

|               |            |
|---------------|------------|
| Dated Date    | 11/02/2022 |
| Delivery Date | 11/02/2022 |

| <i>Sources:</i>           | <i>Series 2022A</i> | <i>Series 2022B</i> | <i>Total</i>  |
|---------------------------|---------------------|---------------------|---------------|
| Bond Proceeds:            |                     |                     |               |
| Par Amount                | 58,545,000.00       | 5,008,000.00        | 63,553,000.00 |
|                           | 58,545,000.00       | 5,008,000.00        | 63,553,000.00 |
| <i>Uses:</i>              | <i>Series 2022A</i> | <i>Series 2022B</i> | <i>Total</i>  |
| Project Fund Deposits:    |                     |                     |               |
| Project Fund              | 41,335,000.00       | 4,857,760.00        | 46,192,760.00 |
| Other Fund Deposits:      |                     |                     |               |
| Capitalized Interest Fund | 10,538,100.00       |                     | 10,538,100.00 |
| Surplus Deposit           | 5,251,000.00        |                     | 5,251,000.00  |
|                           | 15,789,100.00       |                     | 15,789,100.00 |
| Cost of Issuance:         |                     |                     |               |
| Other Cost of Issuance    | 250,000.00          |                     | 250,000.00    |
| Delivery Date Expenses:   |                     |                     |               |
| Underwriter's Discount    | 1,170,900.00        | 150,240.00          | 1,321,140.00  |
|                           | 58,545,000.00       | 5,008,000.00        | 63,553,000.00 |

## SOURCES AND USES OF FUNDS

### ACCESS 25 METROPOLITAN DISTRICT Weld County, Colorado

~~~

GENERAL OBLIGATION BONDS, SERIES 2022A Non-Rated, 1.30x, 30-yr. Maturity

~~~

|               |            |
|---------------|------------|
| Dated Date    | 11/02/2022 |
| Delivery Date | 11/02/2022 |

#### *Sources:*

|                |               |
|----------------|---------------|
| <hr/>          |               |
| Bond Proceeds: |               |
| Par Amount     | 58,545,000.00 |
| <hr/>          |               |
|                | 58,545,000.00 |
| <hr/>          |               |

#### *Uses:*

|                           |               |
|---------------------------|---------------|
| <hr/>                     |               |
| Project Fund Deposits:    |               |
| Project Fund              | 41,335,000.00 |
|                           |               |
| Other Fund Deposits:      |               |
| Capitalized Interest Fund | 10,538,100.00 |
| Surplus Deposit           | 5,251,000.00  |
|                           | <hr/>         |
|                           | 15,789,100.00 |
|                           |               |
| Cost of Issuance:         |               |
| Other Cost of Issuance    | 250,000.00    |
|                           |               |
| Delivery Date Expenses:   |               |
| Underwriter's Discount    | 1,170,900.00  |
| <hr/>                     |               |
|                           | 58,545,000.00 |
| <hr/>                     |               |

**BOND SUMMARY STATISTICS****ACCESS 25 METROPOLITAN DISTRICT  
Weld County, Colorado****GENERAL OBLIGATION BONDS, SERIES 2022A  
Non-Rated, 1.30x, 30-yr. Maturity**

|                                 |                |
|---------------------------------|----------------|
| Dated Date                      | 11/02/2022     |
| Delivery Date                   | 11/02/2022     |
| Last Maturity                   | 12/01/2052     |
| Arbitrage Yield                 | 6.000490%      |
| True Interest Cost (TIC)        | 6.167964%      |
| Net Interest Cost (NIC)         | 6.086306%      |
| All-In TIC                      | 6.204391%      |
| Average Coupon                  | 6.000000%      |
| Average Life (years)            | 23.173         |
| Duration of Issue (years)       | 12.372         |
| Par Amount                      | 58,545,000.00  |
| Bond Proceeds                   | 58,545,000.00  |
| Total Interest                  | 81,401,467.50  |
| Net Interest                    | 82,572,367.50  |
| Total Debt Service              | 139,946,467.50 |
| Maximum Annual Debt Service     | 10,605,300.00  |
| Average Annual Debt Service     | 4,652,389.72   |
| Underwriter's Fees (per \$1000) |                |
| Average Takedown                |                |
| Other Fee                       | 20.000000      |
| Total Underwriter's Discount    | 20.000000      |
| Bid Price                       | 98.000000      |

| <i>Bond Component</i> | <i>Par Value</i> | <i>Price</i> | <i>Average Coupon</i> | <i>Average Life</i> |
|-----------------------|------------------|--------------|-----------------------|---------------------|
| Term Bond due 2052    | 58,545,000.00    | 100.000      | 6.000%                | 23.173              |
|                       | 58,545,000.00    |              |                       | 23.173              |

|                            | <i>TIC</i>     | <i>All-In TIC</i> | <i>Arbitrage Yield</i> |
|----------------------------|----------------|-------------------|------------------------|
| Par Value                  | 58,545,000.00  | 58,545,000.00     | 58,545,000.00          |
| + Accrued Interest         |                |                   |                        |
| + Premium (Discount)       |                |                   |                        |
| - Underwriter's Discount   | (1,170,900.00) | (1,170,900.00)    |                        |
| - Cost of Issuance Expense |                | (250,000.00)      |                        |
| - Other Amounts            |                |                   |                        |
| Target Value               | 57,374,100.00  | 57,124,100.00     | 58,545,000.00          |
| Target Date                | 11/02/2022     | 11/02/2022        | 11/02/2022             |
| Yield                      | 6.167964%      | 6.204391%         | 6.000490%              |

**BOND PRICING****ACCESS 25 METROPOLITAN DISTRICT  
Weld County, Colorado****~~~~  
GENERAL OBLIGATION BONDS, SERIES 2022A  
Non-Rated, 1.30x, 30-yr. Maturity  
~~~~**

| <i>Bond Component</i> | <i>Maturity Date</i> | <i>Amount</i> | <i>Rate</i> | <i>Yield</i> | <i>Price</i> |
|-----------------------|----------------------|---------------|-------------|--------------|--------------|
| Term Bond due 2052: | | | | | |
| | 12/01/2022 | | 6.000% | 6.000% | 100.000 |
| | 12/01/2023 | | 6.000% | 6.000% | 100.000 |
| | 12/01/2024 | | 6.000% | 6.000% | 100.000 |
| | 12/01/2025 | | 6.000% | 6.000% | 100.000 |
| | 12/01/2026 | | 6.000% | 6.000% | 100.000 |
| | 12/01/2027 | | 6.000% | 6.000% | 100.000 |
| | 12/01/2028 | | 6.000% | 6.000% | 100.000 |
| | 12/01/2029 | | 6.000% | 6.000% | 100.000 |
| | 12/01/2030 | 470,000 | 6.000% | 6.000% | 100.000 |
| | 12/01/2031 | 820,000 | 6.000% | 6.000% | 100.000 |
| | 12/01/2032 | 955,000 | 6.000% | 6.000% | 100.000 |
| | 12/01/2033 | 1,015,000 | 6.000% | 6.000% | 100.000 |
| | 12/01/2034 | 1,160,000 | 6.000% | 6.000% | 100.000 |
| | 12/01/2035 | 1,230,000 | 6.000% | 6.000% | 100.000 |
| | 12/01/2036 | 1,395,000 | 6.000% | 6.000% | 100.000 |
| | 12/01/2037 | 1,480,000 | 6.000% | 6.000% | 100.000 |
| | 12/01/2038 | 1,660,000 | 6.000% | 6.000% | 100.000 |
| | 12/01/2039 | 1,760,000 | 6.000% | 6.000% | 100.000 |
| | 12/01/2040 | 1,960,000 | 6.000% | 6.000% | 100.000 |
| | 12/01/2041 | 2,075,000 | 6.000% | 6.000% | 100.000 |
| | 12/01/2042 | 2,295,000 | 6.000% | 6.000% | 100.000 |
| | 12/01/2043 | 2,435,000 | 6.000% | 6.000% | 100.000 |
| | 12/01/2044 | 2,675,000 | 6.000% | 6.000% | 100.000 |
| | 12/01/2045 | 2,835,000 | 6.000% | 6.000% | 100.000 |
| | 12/01/2046 | 3,105,000 | 6.000% | 6.000% | 100.000 |
| | 12/01/2047 | 3,295,000 | 6.000% | 6.000% | 100.000 |
| | 12/01/2048 | 3,590,000 | 6.000% | 6.000% | 100.000 |
| | 12/01/2049 | 3,805,000 | 6.000% | 6.000% | 100.000 |
| | 12/01/2050 | 4,140,000 | 6.000% | 6.000% | 100.000 |
| | 12/01/2051 | 4,385,000 | 6.000% | 6.000% | 100.000 |
| | 12/01/2052 | 10,005,000 | 6.000% | 6.000% | 100.000 |
| | | 58,545,000 | | | |

Dated Date 11/02/2022
Delivery Date 11/02/2022
First Coupon 12/01/2022

Par Amount 58,545,000.00
Original Issue Discount

Production 58,545,000.00 100.000000%
Underwriter's Discount (1,170,900.00) (2.000000%)

Purchase Price 57,374,100.00 98.000000%
Accrued Interest

Net Proceeds 57,374,100.00

NET DEBT SERVICE**ACCESS 25 METROPOLITAN DISTRICT
Weld County, Colorado****GENERAL OBLIGATION BONDS, SERIES 2022A
Non-Rated, 1.30x, 30-yr. Maturity**

| <i>Period
Ending</i> | <i>Principal</i> | <i>Coupon</i> | <i>Interest</i> | <i>Total
Debt Service</i> | <i>Capitalized
Interest Fund</i> | <i>Net
Debt Service</i> |
|--------------------------|------------------|---------------|-----------------|-------------------------------|--------------------------------------|-----------------------------|
| 12/01/2022 | | | 282,967.50 | 282,967.50 | 282,967.50 | |
| 12/01/2023 | | | 3,512,700.00 | 3,512,700.00 | 3,512,700.00 | |
| 12/01/2024 | | | 3,512,700.00 | 3,512,700.00 | 3,512,700.00 | |
| 12/01/2025 | | | 3,512,700.00 | 3,512,700.00 | 3,229,732.50 | 282,967.50 |
| 12/01/2026 | | | 3,512,700.00 | 3,512,700.00 | | 3,512,700.00 |
| 12/01/2027 | | | 3,512,700.00 | 3,512,700.00 | | 3,512,700.00 |
| 12/01/2028 | | | 3,512,700.00 | 3,512,700.00 | | 3,512,700.00 |
| 12/01/2029 | | | 3,512,700.00 | 3,512,700.00 | | 3,512,700.00 |
| 12/01/2030 | 470,000 | 6.000% | 3,512,700.00 | 3,982,700.00 | | 3,982,700.00 |
| 12/01/2031 | 820,000 | 6.000% | 3,484,500.00 | 4,304,500.00 | | 4,304,500.00 |
| 12/01/2032 | 955,000 | 6.000% | 3,435,300.00 | 4,390,300.00 | | 4,390,300.00 |
| 12/01/2033 | 1,015,000 | 6.000% | 3,378,000.00 | 4,393,000.00 | | 4,393,000.00 |
| 12/01/2034 | 1,160,000 | 6.000% | 3,317,100.00 | 4,477,100.00 | | 4,477,100.00 |
| 12/01/2035 | 1,230,000 | 6.000% | 3,247,500.00 | 4,477,500.00 | | 4,477,500.00 |
| 12/01/2036 | 1,395,000 | 6.000% | 3,173,700.00 | 4,568,700.00 | | 4,568,700.00 |
| 12/01/2037 | 1,480,000 | 6.000% | 3,090,000.00 | 4,570,000.00 | | 4,570,000.00 |
| 12/01/2038 | 1,660,000 | 6.000% | 3,001,200.00 | 4,661,200.00 | | 4,661,200.00 |
| 12/01/2039 | 1,760,000 | 6.000% | 2,901,600.00 | 4,661,600.00 | | 4,661,600.00 |
| 12/01/2040 | 1,960,000 | 6.000% | 2,796,000.00 | 4,756,000.00 | | 4,756,000.00 |
| 12/01/2041 | 2,075,000 | 6.000% | 2,678,400.00 | 4,753,400.00 | | 4,753,400.00 |
| 12/01/2042 | 2,295,000 | 6.000% | 2,553,900.00 | 4,848,900.00 | | 4,848,900.00 |
| 12/01/2043 | 2,435,000 | 6.000% | 2,416,200.00 | 4,851,200.00 | | 4,851,200.00 |
| 12/01/2044 | 2,675,000 | 6.000% | 2,270,100.00 | 4,945,100.00 | | 4,945,100.00 |
| 12/01/2045 | 2,835,000 | 6.000% | 2,109,600.00 | 4,944,600.00 | | 4,944,600.00 |
| 12/01/2046 | 3,105,000 | 6.000% | 1,939,500.00 | 5,044,500.00 | | 5,044,500.00 |
| 12/01/2047 | 3,295,000 | 6.000% | 1,753,200.00 | 5,048,200.00 | | 5,048,200.00 |
| 12/01/2048 | 3,590,000 | 6.000% | 1,555,500.00 | 5,145,500.00 | | 5,145,500.00 |
| 12/01/2049 | 3,805,000 | 6.000% | 1,340,100.00 | 5,145,100.00 | | 5,145,100.00 |
| 12/01/2050 | 4,140,000 | 6.000% | 1,111,800.00 | 5,251,800.00 | | 5,251,800.00 |
| 12/01/2051 | 4,385,000 | 6.000% | 863,400.00 | 5,248,400.00 | | 5,248,400.00 |
| 12/01/2052 | 10,005,000 | 6.000% | 600,300.00 | 10,605,300.00 | | 10,605,300.00 |
| | 58,545,000 | | 81,401,467.50 | 139,946,467.50 | 10,538,100.00 | 129,408,367.50 |

BOND DEBT SERVICE**ACCESS 25 METROPOLITAN DISTRICT
Weld County, Colorado**

~~~

**GENERAL OBLIGATION BONDS, SERIES 2022A  
Non-Rated, 1.30x, 30-yr. Maturity**

~~~

| <i>Period
Ending</i> | <i>Principal</i> | <i>Coupon</i> | <i>Interest</i> | <i>Debt Service</i> | <i>Annual
Debt Service</i> |
|--------------------------|------------------|---------------|-----------------|---------------------|--------------------------------|
| 12/01/2022 | | | 282,967.50 | 282,967.50 | 282,967.50 |
| 06/01/2023 | | | 1,756,350.00 | 1,756,350.00 | |
| 12/01/2023 | | | 1,756,350.00 | 1,756,350.00 | 3,512,700.00 |
| 06/01/2024 | | | 1,756,350.00 | 1,756,350.00 | |
| 12/01/2024 | | | 1,756,350.00 | 1,756,350.00 | 3,512,700.00 |
| 06/01/2025 | | | 1,756,350.00 | 1,756,350.00 | |
| 12/01/2025 | | | 1,756,350.00 | 1,756,350.00 | 3,512,700.00 |
| 06/01/2026 | | | 1,756,350.00 | 1,756,350.00 | |
| 12/01/2026 | | | 1,756,350.00 | 1,756,350.00 | 3,512,700.00 |
| 06/01/2027 | | | 1,756,350.00 | 1,756,350.00 | |
| 12/01/2027 | | | 1,756,350.00 | 1,756,350.00 | 3,512,700.00 |
| 06/01/2028 | | | 1,756,350.00 | 1,756,350.00 | |
| 12/01/2028 | | | 1,756,350.00 | 1,756,350.00 | 3,512,700.00 |
| 06/01/2029 | | | 1,756,350.00 | 1,756,350.00 | |
| 12/01/2029 | | | 1,756,350.00 | 1,756,350.00 | 3,512,700.00 |
| 06/01/2030 | | | 1,756,350.00 | 1,756,350.00 | |
| 12/01/2030 | 470,000 | 6.000% | 1,756,350.00 | 2,226,350.00 | 3,982,700.00 |
| 06/01/2031 | | | 1,742,250.00 | 1,742,250.00 | |
| 12/01/2031 | 820,000 | 6.000% | 1,742,250.00 | 2,562,250.00 | 4,304,500.00 |
| 06/01/2032 | | | 1,717,650.00 | 1,717,650.00 | |
| 12/01/2032 | 955,000 | 6.000% | 1,717,650.00 | 2,672,650.00 | 4,390,300.00 |
| 06/01/2033 | | | 1,689,000.00 | 1,689,000.00 | |
| 12/01/2033 | 1,015,000 | 6.000% | 1,689,000.00 | 2,704,000.00 | 4,393,000.00 |
| 06/01/2034 | | | 1,658,550.00 | 1,658,550.00 | |
| 12/01/2034 | 1,160,000 | 6.000% | 1,658,550.00 | 2,818,550.00 | 4,477,100.00 |
| 06/01/2035 | | | 1,623,750.00 | 1,623,750.00 | |
| 12/01/2035 | 1,230,000 | 6.000% | 1,623,750.00 | 2,853,750.00 | 4,477,500.00 |
| 06/01/2036 | | | 1,586,850.00 | 1,586,850.00 | |
| 12/01/2036 | 1,395,000 | 6.000% | 1,586,850.00 | 2,981,850.00 | 4,568,700.00 |
| 06/01/2037 | | | 1,545,000.00 | 1,545,000.00 | |
| 12/01/2037 | 1,480,000 | 6.000% | 1,545,000.00 | 3,025,000.00 | 4,570,000.00 |
| 06/01/2038 | | | 1,500,600.00 | 1,500,600.00 | |
| 12/01/2038 | 1,660,000 | 6.000% | 1,500,600.00 | 3,160,600.00 | 4,661,200.00 |
| 06/01/2039 | | | 1,450,800.00 | 1,450,800.00 | |
| 12/01/2039 | 1,760,000 | 6.000% | 1,450,800.00 | 3,210,800.00 | 4,661,600.00 |
| 06/01/2040 | | | 1,398,000.00 | 1,398,000.00 | |
| 12/01/2040 | 1,960,000 | 6.000% | 1,398,000.00 | 3,358,000.00 | 4,756,000.00 |
| 06/01/2041 | | | 1,339,200.00 | 1,339,200.00 | |
| 12/01/2041 | 2,075,000 | 6.000% | 1,339,200.00 | 3,414,200.00 | 4,753,400.00 |
| 06/01/2042 | | | 1,276,950.00 | 1,276,950.00 | |
| 12/01/2042 | 2,295,000 | 6.000% | 1,276,950.00 | 3,571,950.00 | 4,848,900.00 |
| 06/01/2043 | | | 1,208,100.00 | 1,208,100.00 | |
| 12/01/2043 | 2,435,000 | 6.000% | 1,208,100.00 | 3,643,100.00 | 4,851,200.00 |
| 06/01/2044 | | | 1,135,050.00 | 1,135,050.00 | |
| 12/01/2044 | 2,675,000 | 6.000% | 1,135,050.00 | 3,810,050.00 | 4,945,100.00 |
| 06/01/2045 | | | 1,054,800.00 | 1,054,800.00 | |
| 12/01/2045 | 2,835,000 | 6.000% | 1,054,800.00 | 3,889,800.00 | 4,944,600.00 |
| 06/01/2046 | | | 969,750.00 | 969,750.00 | |
| 12/01/2046 | 3,105,000 | 6.000% | 969,750.00 | 4,074,750.00 | 5,044,500.00 |
| 06/01/2047 | | | 876,600.00 | 876,600.00 | |
| 12/01/2047 | 3,295,000 | 6.000% | 876,600.00 | 4,171,600.00 | 5,048,200.00 |
| 06/01/2048 | | | 777,750.00 | 777,750.00 | |
| 12/01/2048 | 3,590,000 | 6.000% | 777,750.00 | 4,367,750.00 | 5,145,500.00 |
| 06/01/2049 | | | 670,050.00 | 670,050.00 | |
| 12/01/2049 | 3,805,000 | 6.000% | 670,050.00 | 4,475,050.00 | 5,145,100.00 |
| 06/01/2050 | | | 555,900.00 | 555,900.00 | |
| 12/01/2050 | 4,140,000 | 6.000% | 555,900.00 | 4,695,900.00 | 5,251,800.00 |
| 06/01/2051 | | | 431,700.00 | 431,700.00 | |
| 12/01/2051 | 4,385,000 | 6.000% | 431,700.00 | 4,816,700.00 | 5,248,400.00 |
| 06/01/2052 | | | 300,150.00 | 300,150.00 | |
| 12/01/2052 | 10,005,000 | 6.000% | 300,150.00 | 10,305,150.00 | 10,605,300.00 |
| | | | | | |
| | | | 58,545,000 | 81,401,467.50 | 139,946,467.50 |
| | | | | 139,946,467.50 | 139,946,467.50 |

CALL PROVISIONS**ACCESS 25 METROPOLITAN DISTRICT
Weld County, Colorado**

~~~

**GENERAL OBLIGATION BONDS, SERIES 2022A  
Non-Rated, 1.30x, 30-yr. Maturity**

~~~

Call Table: CALL

| <i>Call Date</i> | <i>Call Price</i> |
|------------------|-------------------|
| 12/01/2027 | 103.00 |
| 12/01/2028 | 102.00 |
| 12/01/2029 | 101.00 |
| 12/01/2030 | 100.00 |

BOND SOLUTION**ACCESS 25 METROPOLITAN DISTRICT
Weld County, Colorado****GENERAL OBLIGATION BONDS, SERIES 2022A
Non-Rated, 1.30x, 30-yr. Maturity**

| <i>Period
Ending</i> | <i>Proposed
Principal</i> | <i>Proposed
Debt Service</i> | <i>CAPI & DSRF
Adjustments</i> | <i>Total Adj
Debt Service</i> | <i>Revenue
Constraints</i> | <i>Unused
Revenues</i> | <i>Debt Service
Coverage</i> |
|--------------------------|-------------------------------|----------------------------------|--|-----------------------------------|--------------------------------|----------------------------|----------------------------------|
| 12/01/2022 | | 282,968 | (282,968) | | (7,000) | (7,000) | |
| 12/01/2023 | | 3,512,700 | (3,512,700) | | 51,196 | 51,196 | |
| 12/01/2024 | | 3,512,700 | (3,512,700) | | 609,797 | 609,797 | |
| 12/01/2025 | | 3,512,700 | (3,229,733) | 282,968 | 986,219 | 703,252 | 348.53% |
| 12/01/2026 | | 3,512,700 | | 3,512,700 | 1,627,084 | (1,885,616) | 46.32% |
| 12/01/2027 | | 3,512,700 | | 3,512,700 | 2,592,334 | (920,366) | 73.80% |
| 12/01/2028 | | 3,512,700 | | 3,512,700 | 3,144,995 | (367,705) | 89.53% |
| 12/01/2029 | | 3,512,700 | | 3,512,700 | 4,117,995 | 605,295 | 117.23% |
| 12/01/2030 | 470,000 | 3,982,700 | | 3,982,700 | 5,182,106 | 1,199,406 | 130.12% |
| 12/01/2031 | 820,000 | 4,304,500 | | 4,304,500 | 5,600,142 | 1,295,642 | 130.10% |
| 12/01/2032 | 955,000 | 4,390,300 | | 4,390,300 | 5,712,285 | 1,321,985 | 130.11% |
| 12/01/2033 | 1,015,000 | 4,393,000 | | 4,393,000 | 5,712,285 | 1,319,285 | 130.03% |
| 12/01/2034 | 1,160,000 | 4,477,100 | | 4,477,100 | 5,826,671 | 1,349,571 | 130.14% |
| 12/01/2035 | 1,230,000 | 4,477,500 | | 4,477,500 | 5,826,671 | 1,349,171 | 130.13% |
| 12/01/2036 | 1,395,000 | 4,568,700 | | 4,568,700 | 5,943,344 | 1,374,644 | 130.09% |
| 12/01/2037 | 1,480,000 | 4,570,000 | | 4,570,000 | 5,943,344 | 1,373,344 | 130.05% |
| 12/01/2038 | 1,660,000 | 4,661,200 | | 4,661,200 | 6,062,351 | 1,401,151 | 130.06% |
| 12/01/2039 | 1,760,000 | 4,661,600 | | 4,661,600 | 6,062,351 | 1,400,751 | 130.05% |
| 12/01/2040 | 1,960,000 | 4,756,000 | | 4,756,000 | 6,183,738 | 1,427,738 | 130.02% |
| 12/01/2041 | 2,075,000 | 4,753,400 | | 4,753,400 | 6,183,738 | 1,430,338 | 130.09% |
| 12/01/2042 | 2,295,000 | 4,848,900 | | 4,848,900 | 6,307,553 | 1,458,653 | 130.08% |
| 12/01/2043 | 2,435,000 | 4,851,200 | | 4,851,200 | 6,307,553 | 1,456,353 | 130.02% |
| 12/01/2044 | 2,675,000 | 4,945,100 | | 4,945,100 | 6,433,844 | 1,488,744 | 130.11% |
| 12/01/2045 | 2,835,000 | 4,944,600 | | 4,944,600 | 6,433,844 | 1,489,244 | 130.12% |
| 12/01/2046 | 3,105,000 | 5,044,500 | | 5,044,500 | 6,562,661 | 1,518,161 | 130.10% |
| 12/01/2047 | 3,295,000 | 5,048,200 | | 5,048,200 | 6,562,661 | 1,514,461 | 130.00% |
| 12/01/2048 | 3,590,000 | 5,145,500 | | 5,145,500 | 6,694,054 | 1,548,554 | 130.10% |
| 12/01/2049 | 3,805,000 | 5,145,100 | | 5,145,100 | 6,694,054 | 1,548,954 | 130.11% |
| 12/01/2050 | 4,140,000 | 5,251,800 | | 5,251,800 | 6,828,075 | 1,576,275 | 130.01% |
| 12/01/2051 | 4,385,000 | 5,248,400 | | 5,248,400 | 6,828,075 | 1,579,675 | 130.10% |
| 12/01/2052 | 10,005,000 | 10,605,300 | | 10,605,300 | 6,964,776 | (3,640,524) | 65.67% |
| | 58,545,000 | 139,946,468 | (10,538,100) | 129,408,368 | 155,978,794 | 26,570,426 | |

SOURCES AND USES OF FUNDS

ACCESS 25 METROPOLITAN DISTRICT Weld County, Colorado

~~~

### SUBORDINATE CASH FLOW BONDS, SERIES 2022B

~~~

| | |
|---------------|------------|
| Dated Date | 11/02/2022 |
| Delivery Date | 11/02/2022 |

Sources:

| | |
|----------------|--------------|
| Bond Proceeds: | |
| Par Amount | 5,008,000.00 |
| 5,008,000.00 | |

Uses:

| | |
|-------------------------|--------------|
| Project Fund Deposits: | |
| Project Fund | 4,857,760.00 |
| Delivery Date Expenses: | |
| Underwriter's Discount | 150,240.00 |
| 5,008,000.00 | |

BOND PRICING**ACCESS 25 METROPOLITAN DISTRICT
Weld County, Colorado**

~~~

**SUBORDINATE CASH FLOW BONDS, SERIES 2022B**

~~~

| <i>Bond Component</i> | <i>Maturity
Date</i> | <i>Amount</i> | <i>Rate</i> | <i>Yield</i> | <i>Price</i> |
|-----------------------|--------------------------|---------------|-------------|--------------|--------------|
| Term Bond due 2052: | | | | | |
| | 12/15/2052 | 5,008,000 | 8.500% | 8.500% | 100.000 |
| | | 5,008,000 | | | |

| | |
|---------------|------------|
| Dated Date | 11/02/2022 |
| Delivery Date | 11/02/2022 |
| First Coupon | 12/15/2022 |

| | |
|-------------------------|--------------|
| Par Amount | 5,008,000.00 |
| Original Issue Discount | |

| | | |
|------------------------|--------------|-------------|
| Production | 5,008,000.00 | 100.000000% |
| Underwriter's Discount | (150,240.00) | (3.000000%) |

| | | |
|------------------|--------------|------------|
| Purchase Price | 4,857,760.00 | 97.000000% |
| Accrued Interest | | |

| | |
|--------------|--------------|
| Net Proceeds | 4,857,760.00 |
|--------------|--------------|

CALL PROVISIONS**ACCESS 25 METROPOLITAN DISTRICT
Weld County, Colorado**

~~~

**SUBORDINATE CASH FLOW BONDS, SERIES 2022B**

~~~

Call Table: CALL

| <i>Call Date</i> | <i>Call Price</i> |
|------------------|-------------------|
| 12/01/2027 | 103.00 |
| 12/01/2028 | 102.00 |
| 12/01/2029 | 101.00 |
| 12/01/2030 | 100.00 |

EXHIBIT E-2

SERVICE PLAN FOR ACCESS 25 METROPOLITAN DISTRICT NOS. 1-6

Financial Plan

(Inclusion Area Boundaries)

**Access 25 Metropolitan District
Weld County, Colorado**
~~~  
**General Obligation Bonds, Series 2029A  
Subordinate Cash Flow Bonds, Series 2029B**  
~~~

| Bond Assumptions | Series 2029A | Series 2029B | Total |
|-------------------------------------|---------------------|---------------------|-------------------|
| Closing Date | 9/1/2029 | 9/1/2029 | |
| First Call Date | 9/1/2034 | 9/1/2034 | |
| Final Maturity | 12/1/2059 | 12/15/2059 | |
| Discharge Date | 12/2/2069 | 12/16/2069 | |
| Sources of Funds | | | |
| Par Amount | 35,970,000 | 3,589,000 | 39,559,000 |
| Total | 35,970,000 | 3,589,000 | 39,559,000 |
| Uses of Funds | | | |
| Project Fund | 26,050,550 | 3,481,330 | 29,531,880 |
| Capitalized Interest | 5,935,050 | 0 | 5,935,050 |
| Surplus Deposit | 3,015,000 | 0 | 3,015,000 |
| Cost of Issuance | 969,400 | 107,670 | 1,077,070 |
| Total | 35,970,000 | 3,589,000 | 39,559,000 |
| Debt Features | | | |
| Projected Coverage at Mill Levy Cap | 1.30x | 1.00x | |
| Tax Status | Tax-Exempt | Tax-Exempt | |
| Rating | Non-Rated | Non-Rated | |
| Coupon (Interest Rate) | 5.500% | 8.500% | |
| Annual Trustee Fee | \$4,000 | \$3,000 | |
| Biennial Reassessment | | | |
| Commercial | 2.00% | 2.00% | |
| Tax Authority Assumptions | | | |
| Metropolitan District Revenue | | | |
| Debt Service Mills | | | |
| Service Plan Mill Levy Cap | 45.000 | | |
| Maximum Adjusted Cap | 45.000 | | |
| Target Mill Levy | 25.000 | | |
| Specific Ownership Tax | 6.00% | | |
| County Treasurer Fee | 1.50% | | |
| Operations | | | |
| Mill Levy | 10.000 | | |
| Town | | | |
| Mill Levy | 3.000 | | |

Access 25 Metropolitan District
Development Summary

| Statutory Actual
Value (2022) | Commercial | | | Total |
|----------------------------------|------------------|---|---|---------------|
| | Future Inclusion | - | - | |
| | \$200 | - | - | |
| 2021 | - | - | - | - |
| 2022 | - | - | - | - |
| 2023 | - | - | - | - |
| 2024 | - | - | - | - |
| 2025 | - | - | - | - |
| 2026 | - | - | - | - |
| 2027 | - | - | - | - |
| 2028 | - | - | - | - |
| 2029 | - | - | - | - |
| 2030 | 421,250 | - | - | 421,250 |
| 2031 | 421,250 | - | - | 421,250 |
| 2032 | 421,250 | - | - | 421,250 |
| 2033 | 421,250 | - | - | 421,250 |
| 2034 | - | - | - | - |
| 2035 | - | - | - | - |
| 2036 | - | - | - | - |
| 2037 | - | - | - | - |
| 2038 | - | - | - | - |
| 2039 | - | - | - | - |
| 2040 | - | - | - | - |
| 2041 | - | - | - | - |
| 2042 | - | - | - | - |
| 2043 | - | - | - | - |
| 2044 | - | - | - | - |
| 2045 | - | - | - | - |
| 2046 | - | - | - | - |
| 2047 | - | - | - | - |
| 2048 | - | - | - | - |
| 2049 | - | - | - | - |
| 2050 | - | - | - | - |
| 2051 | - | - | - | - |
| Total Units | 1,685,000 | - | - | 1,685,000 |
| Total Statutory
Actual Value | \$337,000,000 | - | - | \$337,000,000 |

**Access 25 Metropolitan District
Assessed Value**

| | Vacant and Improved Land ¹ | | Commercial | | | | Total |
|-------|---------------------------------------|--|----------------------------|-----------------------------------|--------------------------------------|--|--|
| | Cumulative Statutory
Actual Value | Assessed Value in
Collection Year
2 Year Lag
29.00% | Commercial SF
Delivered | Biennial
Reassessment
2.00% | Cumulative Statutory
Actual Value | Assessed Value in
Collection Year
2 Year Lag
29.00% | Assessed Value in
Collection Year
2 Year Lag |
| 2029 | 8,425,000 | 0 | - | - | 0 | 0 | 0 |
| 2030 | 8,425,000 | 0 | 421,250 | - | 98,712,303 | 0 | 0 |
| 2031 | 8,425,000 | 2,443,250 | 421,250 | - | 199,398,852 | 0 | 2,443,250 |
| 2032 | 8,425,000 | 2,443,250 | 421,250 | 3,987,977 | 306,087,109 | 28,626,568 | 31,069,818 |
| 2033 | 0 | 2,443,250 | 421,250 | - | 410,841,394 | 57,825,667 | 60,268,917 |
| 2034 | 0 | 2,443,250 | - | 8,216,828 | 419,058,222 | 88,765,262 | 91,208,512 |
| 2035 | 0 | 0 | - | - | 419,058,222 | 119,144,004 | 119,144,004 |
| 2036 | 0 | 0 | - | 8,381,164 | 427,439,386 | 121,526,884 | 121,526,884 |
| 2037 | 0 | 0 | - | - | 427,439,386 | 121,526,884 | 121,526,884 |
| 2038 | 0 | 0 | - | 8,548,788 | 435,988,174 | 123,957,422 | 123,957,422 |
| 2039 | 0 | 0 | - | - | 435,988,174 | 123,957,422 | 123,957,422 |
| 2040 | 0 | 0 | - | 8,719,763 | 444,707,938 | 126,436,571 | 126,436,571 |
| 2041 | 0 | 0 | - | - | 444,707,938 | 126,436,571 | 126,436,571 |
| 2042 | 0 | 0 | - | 8,894,159 | 453,602,096 | 128,965,302 | 128,965,302 |
| 2043 | 0 | 0 | - | - | 453,602,096 | 128,965,302 | 128,965,302 |
| 2044 | 0 | 0 | - | 9,072,042 | 462,674,138 | 131,544,608 | 131,544,608 |
| 2045 | 0 | 0 | - | - | 462,674,138 | 131,544,608 | 131,544,608 |
| 2046 | 0 | 0 | - | 9,253,483 | 471,927,621 | 134,175,500 | 134,175,500 |
| 2047 | 0 | 0 | - | - | 471,927,621 | 134,175,500 | 134,175,500 |
| 2048 | 0 | 0 | - | 9,438,552 | 481,366,174 | 136,859,010 | 136,859,010 |
| 2049 | 0 | 0 | - | - | 481,366,174 | 136,859,010 | 136,859,010 |
| 2050 | 0 | 0 | - | 9,627,323 | 490,993,497 | 139,596,190 | 139,596,190 |
| 2051 | 0 | 0 | - | - | 490,993,497 | 139,596,190 | 139,596,190 |
| 2052 | 0 | 0 | - | 9,819,870 | 500,813,367 | 142,388,114 | 142,388,114 |
| 2053 | 0 | 0 | - | - | 500,813,367 | 142,388,114 | 142,388,114 |
| 2054 | 0 | 0 | - | 10,016,267 | 510,829,634 | 145,235,876 | 145,235,876 |
| 2055 | 0 | 0 | - | - | 510,829,634 | 145,235,876 | 145,235,876 |
| 2056 | 0 | 0 | - | 10,216,593 | 521,046,227 | 148,140,594 | 148,140,594 |
| 2057 | 0 | 0 | - | - | 521,046,227 | 148,140,594 | 148,140,594 |
| 2058 | 0 | 0 | - | 10,420,925 | 531,467,152 | 151,103,406 | 151,103,406 |
| 2059 | 0 | 0 | - | - | 531,467,152 | 151,103,406 | 151,103,406 |
| Total | | | 1,685,000 | 124,613,734 | | | |

1. Vacant land value calculated in year prior to construction as 10% build-out market value

**Access 25 Metropolitan District
Revenue**

| | Total | District Mill Levy Revenue | | | Expense | | Total |
|-------|--------------------------------------|---|---|--------------------------------------|----------------------------------|--------------------|---------------------------------------|
| | Assessed Value in
Collection Year | Debt Mill Levy
45.000 Cap
25.000 Target | Debt Mill Levy
Collections
99.50% | Specific Ownership
Taxes
6.00% | County Treasurer
Fee
1.50% | Annual Trustee Fee | Revenue Available
for Debt Service |
| 2029 | 0 | 0.000 | 0 | 0 | 0 | 0 | 0 |
| 2030 | 0 | 25.000 | 0 | 0 | 0 | 0 | 0 |
| 2031 | 2,443,250 | 25.000 | 60,776 | 3,647 | (912) | (7,000) | 56,511 |
| 2032 | 31,069,818 | 25.000 | 772,862 | 46,372 | (11,593) | (7,000) | 800,640 |
| 2033 | 60,268,917 | 25.000 | 1,499,189 | 89,951 | (22,488) | (7,000) | 1,559,653 |
| 2034 | 91,208,512 | 25.000 | 2,268,812 | 136,129 | (34,032) | (7,000) | 2,363,908 |
| 2035 | 119,144,004 | 25.000 | 2,963,707 | 177,822 | (44,456) | (7,000) | 3,090,074 |
| 2036 | 121,526,884 | 25.000 | 3,022,981 | 181,379 | (45,345) | (7,000) | 3,152,015 |
| 2037 | 121,526,884 | 25.000 | 3,022,981 | 181,379 | (45,345) | (7,000) | 3,152,015 |
| 2038 | 123,957,422 | 25.000 | 3,083,441 | 185,006 | (46,252) | (7,000) | 3,215,196 |
| 2039 | 123,957,422 | 25.000 | 3,083,441 | 185,006 | (46,252) | (7,000) | 3,215,196 |
| 2040 | 126,436,571 | 25.000 | 3,145,110 | 188,707 | (47,177) | (7,000) | 3,279,640 |
| 2041 | 126,436,571 | 25.000 | 3,145,110 | 188,707 | (47,177) | (7,000) | 3,279,640 |
| 2042 | 128,965,302 | 25.000 | 3,208,012 | 192,481 | (48,120) | (7,000) | 3,345,372 |
| 2043 | 128,965,302 | 25.000 | 3,208,012 | 192,481 | (48,120) | (7,000) | 3,345,372 |
| 2044 | 131,544,608 | 25.000 | 3,272,172 | 196,330 | (49,083) | (7,000) | 3,412,420 |
| 2045 | 131,544,608 | 25.000 | 3,272,172 | 196,330 | (49,083) | (7,000) | 3,412,420 |
| 2046 | 134,175,500 | 25.000 | 3,337,616 | 200,257 | (50,064) | (7,000) | 3,480,808 |
| 2047 | 134,175,500 | 25.000 | 3,337,616 | 200,257 | (50,064) | (7,000) | 3,480,808 |
| 2048 | 136,859,010 | 25.000 | 3,404,368 | 204,262 | (51,066) | (7,000) | 3,550,564 |
| 2049 | 136,859,010 | 25.000 | 3,404,368 | 204,262 | (51,066) | (7,000) | 3,550,564 |
| 2050 | 139,596,190 | 25.000 | 3,472,455 | 208,347 | (52,087) | (7,000) | 3,621,716 |
| 2051 | 139,596,190 | 25.000 | 3,472,455 | 208,347 | (52,087) | (7,000) | 3,621,716 |
| 2052 | 142,388,114 | 25.000 | 3,541,904 | 212,514 | (53,129) | (7,000) | 3,694,290 |
| 2053 | 142,388,114 | 25.000 | 3,541,904 | 212,514 | (53,129) | (7,000) | 3,694,290 |
| 2054 | 145,235,876 | 25.000 | 3,612,742 | 216,765 | (54,191) | (7,000) | 3,768,316 |
| 2055 | 145,235,876 | 25.000 | 3,612,742 | 216,765 | (54,191) | (7,000) | 3,768,316 |
| 2056 | 148,140,594 | 25.000 | 3,684,997 | 221,100 | (55,275) | (7,000) | 3,843,822 |
| 2057 | 148,140,594 | 25.000 | 3,684,997 | 221,100 | (55,275) | (7,000) | 3,843,822 |
| 2058 | 151,103,406 | 25.000 | 3,758,697 | 225,522 | (56,380) | (7,000) | 3,920,839 |
| 2059 | 151,103,406 | 25.000 | 3,758,697 | 225,522 | (56,380) | (7,000) | 3,920,839 |
| Total | | | 88,654,337 | 5,319,260 | (1,329,815) | (203,000) | 92,440,782 |

**Access 25 Metropolitan District
Debt Service**

| | Total

Revenue Available
for Debt Service | Net Debt Service | Surplus Fund | | | Ratio Analysis | | |
|-------|--|--|----------------|-----------------------|------------------|--------------------------|------------------------------|----------------------------------|
| | | Series 2029A | Annual Surplus | Cumulative
Balance | Released Revenue | Debt Service
Coverage | Coverage at Mill
Levy Cap | Senior Debt to
Assessed Value |
| | | Dated: 9/1/2029
Par: \$35,970,000
Proj: \$26,050,550 | | | | | | |
| | | | | \$7,194,000 | | | | |
| 2029 | 0 | 0 | 0 | 3,015,000 | 0 | n/a | n/a | n/a |
| 2030 | 0 | 0 | 0 | 3,015,000 | 0 | n/a | n/a | n/a |
| 2031 | 56,511 | 0 | 56,511 | 3,071,511 | 0 | n/a | n/a | n/a |
| 2032 | 800,640 | 494,588 | 306,053 | 3,377,564 | 0 | 162% | 293% | 1472% |
| 2033 | 1,559,653 | 1,978,350 | (418,697) | 2,958,867 | 0 | 79% | 142% | 116% |
| 2034 | 2,363,908 | 1,978,350 | 385,558 | 3,344,425 | 0 | 119% | 215% | 60% |
| 2035 | 3,090,074 | 2,373,350 | 716,724 | 4,061,149 | 0 | 130% | 235% | 39% |
| 2036 | 3,152,015 | 2,421,625 | 730,390 | 4,791,539 | 0 | 130% | 235% | 29% |
| 2037 | 3,152,015 | 2,421,050 | 730,965 | 5,522,505 | 0 | 130% | 235% | 28% |
| 2038 | 3,215,196 | 2,469,100 | 746,096 | 6,268,600 | 0 | 130% | 235% | 28% |
| 2039 | 3,215,196 | 2,473,025 | 742,171 | 7,010,771 | 0 | 130% | 234% | 27% |
| 2040 | 3,279,640 | 2,520,025 | 759,615 | 7,194,000 | 576,386 | 130% | 234% | 26% |
| 2041 | 3,279,640 | 2,517,625 | 762,015 | 7,194,000 | 762,015 | 130% | 235% | 25% |
| 2042 | 3,345,372 | 2,573,300 | 772,072 | 7,194,000 | 772,072 | 130% | 234% | 25% |
| 2043 | 3,345,372 | 2,568,750 | 776,622 | 7,194,000 | 776,622 | 130% | 235% | 24% |
| 2044 | 3,412,420 | 2,622,000 | 790,420 | 7,194,000 | 790,420 | 130% | 234% | 23% |
| 2045 | 3,412,420 | 2,624,750 | 787,670 | 7,194,000 | 787,670 | 130% | 234% | 22% |
| 2046 | 3,480,808 | 2,674,475 | 806,333 | 7,194,000 | 806,333 | 130% | 234% | 21% |
| 2047 | 3,480,808 | 2,673,425 | 807,383 | 7,194,000 | 807,383 | 130% | 235% | 20% |
| 2048 | 3,550,564 | 2,729,075 | 821,489 | 7,194,000 | 821,489 | 130% | 234% | 19% |
| 2049 | 3,550,564 | 2,728,125 | 822,439 | 7,194,000 | 822,439 | 130% | 234% | 17% |
| 2050 | 3,621,716 | 2,783,325 | 838,391 | 7,194,000 | 838,391 | 130% | 234% | 16% |
| 2051 | 3,621,716 | 2,781,375 | 840,341 | 7,194,000 | 840,341 | 130% | 235% | 15% |
| 2052 | 3,694,290 | 2,840,025 | 854,265 | 7,194,000 | 854,265 | 130% | 234% | 13% |
| 2053 | 3,694,290 | 2,840,700 | 853,590 | 7,194,000 | 853,590 | 130% | 234% | 12% |
| 2054 | 3,768,316 | 2,896,150 | 872,166 | 7,194,000 | 872,166 | 130% | 234% | 11% |
| 2055 | 3,768,316 | 2,898,075 | 870,241 | 7,194,000 | 870,241 | 130% | 234% | 9% |
| 2056 | 3,843,822 | 2,953,950 | 889,872 | 7,194,000 | 889,872 | 130% | 234% | 7% |
| 2057 | 3,843,822 | 2,955,475 | 888,347 | 7,194,000 | 888,347 | 130% | 234% | 6% |
| 2058 | 3,920,839 | 3,015,125 | 905,714 | 7,194,000 | 905,714 | 130% | 234% | 4% |
| 2059 | 3,920,839 | 6,029,325 | (2,108,486) | 0 | 5,085,514 | 65% | 117% | 0% |
| Total | 92,440,782 | 74,834,513 | 17,606,270 | 183,122,930 | 20,621,270 | | | |

1. Assumes \$3,015,000 Deposit to Surplus Fund at Closing

**Access 25 Metropolitan District
Subordinate Debt Service**

| | Revenue Available
for Debt Service | Interest Payment

8.500% | Balance of
Accrued Interest | Principal Payment | Principal Balance | Debt Service | Released Revenue |
|------------|---------------------------------------|--------------------------------|--------------------------------|-------------------|-------------------|--|------------------|
| | | | | | | Series 2029B

Dated: 9/1/2029

Par: \$3,589,000
Proj: \$3,481,330 | |
| 9/1/2029 | | | | | 3,589,000 | | |
| 12/15/2029 | - | - | 88,130 | - | 3,589,000 | - | - |
| 12/15/2030 | - | - | 400,686 | - | 3,589,000 | - | - |
| 12/15/2031 | - | - | 739,809 | - | 3,589,000 | - | - |
| 12/15/2032 | - | - | 1,107,758 | - | 3,589,000 | - | - |
| 12/15/2033 | - | - | 1,506,982 | - | 3,589,000 | - | - |
| 12/15/2034 | - | - | 1,940,141 | - | 3,589,000 | - | - |
| 12/15/2035 | - | - | 2,410,118 | - | 3,589,000 | - | - |
| 12/15/2036 | - | - | 2,920,043 | - | 3,589,000 | - | - |
| 12/15/2037 | - | - | 3,473,312 | - | 3,589,000 | - | - |
| 12/15/2038 | - | - | 4,073,608 | - | 3,589,000 | - | - |
| 12/15/2039 | - | - | 4,724,930 | - | 3,589,000 | - | - |
| 12/15/2040 | 576,386 | 576,386 | 4,855,228 | - | 3,589,000 | 576,386 | - |
| 12/15/2041 | 762,015 | 762,015 | 4,810,973 | - | 3,589,000 | 762,015 | - |
| 12/15/2042 | 772,072 | 772,072 | 4,752,898 | - | 3,589,000 | 772,072 | - |
| 12/15/2043 | 776,622 | 776,622 | 4,685,337 | - | 3,589,000 | 776,622 | - |
| 12/15/2044 | 790,420 | 790,420 | 4,598,236 | - | 3,589,000 | 790,420 | - |
| 12/15/2045 | 787,670 | 787,670 | 4,506,481 | - | 3,589,000 | 787,670 | - |
| 12/15/2046 | 806,333 | 806,333 | 4,388,264 | - | 3,589,000 | 806,333 | - |
| 12/15/2047 | 807,383 | 807,383 | 4,258,948 | - | 3,589,000 | 807,383 | - |
| 12/15/2048 | 821,489 | 821,489 | 4,104,534 | - | 3,589,000 | 821,489 | - |
| 12/15/2049 | 822,439 | 822,439 | 3,936,045 | - | 3,589,000 | 822,439 | - |
| 12/15/2050 | 838,391 | 838,391 | 3,737,283 | - | 3,589,000 | 838,391 | - |
| 12/15/2051 | 840,341 | 840,341 | 3,519,677 | - | 3,589,000 | 840,341 | - |
| 12/15/2052 | 854,265 | 854,265 | 3,269,649 | - | 3,589,000 | 854,265 | - |
| 12/15/2053 | 853,590 | 853,590 | 2,999,044 | - | 3,589,000 | 853,590 | - |
| 12/15/2054 | 872,166 | 872,166 | 2,686,862 | - | 3,589,000 | 872,166 | - |
| 12/15/2055 | 870,241 | 870,241 | 2,350,069 | - | 3,589,000 | 870,241 | - |
| 12/15/2056 | 889,872 | 889,872 | 1,965,018 | - | 3,589,000 | 889,872 | - |
| 12/15/2057 | 888,347 | 888,347 | 1,548,763 | - | 3,589,000 | 888,347 | - |
| 12/15/2058 | 905,714 | 905,714 | 1,079,759 | - | 3,589,000 | 905,714 | - |
| 12/15/2059 | 5,085,514 | 1,476,603 | - | 3,589,000 | - | 5,065,603 | 19,910 |
| | 20,621,270 | 17,012,360 | | 3,589,000 | | 20,601,360 | 19,910 |

**Access 25 Metropolitan District
Revenue**

| | Total | Operations Mill Levy Revenue | | | Expense | Total |
|-------|--------------------------------------|--|--|--------------------------------------|----------------------------------|-------------------------------------|
| | Assessed Value in
Collection Year | O&M Mill Levy
10.000 Cap
10.000 Target | O&M Mill Levy
Collections
99.50% | Specific Ownership
Taxes
6.00% | County Treasurer
Fee
1.50% | Revenue Available
for Operations |
| 2029 | 0 | 0.000 | 0 | 0 | 0 | 0 |
| 2030 | 0 | 10.000 | 0 | 0 | 0 | 0 |
| 2031 | 2,443,250 | 10.000 | 24,433 | 1,459 | (366) | 25,525 |
| 2032 | 31,069,818 | 10.000 | 310,698 | 18,549 | (4,660) | 324,586 |
| 2033 | 60,268,917 | 10.000 | 602,689 | 35,981 | (9,040) | 629,629 |
| 2034 | 91,208,512 | 10.000 | 912,085 | 54,451 | (13,681) | 952,855 |
| 2035 | 119,144,004 | 10.000 | 1,191,440 | 71,129 | (17,872) | 1,244,697 |
| 2036 | 121,526,884 | 10.000 | 1,215,269 | 72,552 | (18,229) | 1,269,591 |
| 2037 | 121,526,884 | 10.000 | 1,215,269 | 72,552 | (18,229) | 1,269,591 |
| 2038 | 123,957,422 | 10.000 | 1,239,574 | 74,003 | (18,594) | 1,294,983 |
| 2039 | 123,957,422 | 10.000 | 1,239,574 | 74,003 | (18,594) | 1,294,983 |
| 2040 | 126,436,571 | 10.000 | 1,264,366 | 75,483 | (18,965) | 1,320,883 |
| 2041 | 126,436,571 | 10.000 | 1,264,366 | 75,483 | (18,965) | 1,320,883 |
| 2042 | 128,965,302 | 10.000 | 1,289,653 | 76,992 | (19,345) | 1,347,301 |
| 2043 | 128,965,302 | 10.000 | 1,289,653 | 76,992 | (19,345) | 1,347,301 |
| 2044 | 131,544,608 | 10.000 | 1,315,446 | 78,532 | (19,732) | 1,374,247 |
| 2045 | 131,544,608 | 10.000 | 1,315,446 | 78,532 | (19,732) | 1,374,247 |
| 2046 | 134,175,500 | 10.000 | 1,341,755 | 80,103 | (20,126) | 1,401,731 |
| 2047 | 134,175,500 | 10.000 | 1,341,755 | 80,103 | (20,126) | 1,401,731 |
| 2048 | 136,859,010 | 10.000 | 1,368,590 | 81,705 | (20,529) | 1,429,766 |
| 2049 | 136,859,010 | 10.000 | 1,368,590 | 81,705 | (20,529) | 1,429,766 |
| 2050 | 139,596,190 | 10.000 | 1,395,962 | 83,339 | (20,939) | 1,458,361 |
| 2051 | 139,596,190 | 10.000 | 1,395,962 | 83,339 | (20,939) | 1,458,361 |
| 2052 | 142,388,114 | 10.000 | 1,423,881 | 85,006 | (21,358) | 1,487,529 |
| 2053 | 142,388,114 | 10.000 | 1,423,881 | 85,006 | (21,358) | 1,487,529 |
| 2054 | 145,235,876 | 10.000 | 1,452,359 | 86,706 | (21,785) | 1,517,279 |
| 2055 | 145,235,876 | 10.000 | 1,452,359 | 86,706 | (21,785) | 1,517,279 |
| 2056 | 148,140,594 | 10.000 | 1,481,406 | 88,440 | (22,221) | 1,547,625 |
| 2057 | 148,140,594 | 10.000 | 1,481,406 | 88,440 | (22,221) | 1,547,625 |
| 2058 | 151,103,406 | 10.000 | 1,511,034 | 90,209 | (22,666) | 1,578,577 |
| 2059 | 151,103,406 | 10.000 | 1,511,034 | 90,209 | (22,666) | 1,578,577 |
| Total | | | 35,639,935 | 2,127,704 | (534,599) | 37,233,040 |

**Access 25 Metropolitan District
Revenue**

| | Total | Town Operations Mill Levy Revenue | | | Expense | Total |
|-------|--------------------------------------|--|---|--------------------------------------|----------------------------------|-------------------------------------|
| | Assessed Value in
Collection Year | Town O&M Mill
Levy
3.000 Cap
3.000 Target | Town O&M Mill
Levy Collections
99.50% | Specific Ownership
Taxes
6.00% | County Treasurer
Fee
1.50% | Revenue Available
for Operations |
| 2029 | 0 | 0.000 | 0 | 0 | 0 | 0 |
| 2030 | 0 | 3.000 | 0 | 0 | 0 | 0 |
| 2031 | 109,397 | 3.000 | 7,330 | 20 | (366) | 6,983 |
| 2032 | 1,391,151 | 3.000 | 93,209 | 249 | (4,660) | 88,798 |
| 2033 | 2,698,541 | 3.000 | 180,807 | 483 | (9,040) | 172,250 |
| 2034 | 4,083,861 | 3.000 | 273,626 | 731 | (13,681) | 260,676 |
| 2035 | 5,334,673 | 3.000 | 357,432 | 955 | (17,872) | 340,516 |
| 2036 | 5,441,366 | 3.000 | 364,581 | 975 | (18,229) | 347,326 |
| 2037 | 5,441,366 | 3.000 | 364,581 | 975 | (18,229) | 347,326 |
| 2038 | 5,550,194 | 3.000 | 371,872 | 994 | (18,594) | 354,273 |
| 2039 | 5,550,194 | 3.000 | 371,872 | 994 | (18,594) | 354,273 |
| 2040 | 5,661,197 | 3.000 | 379,310 | 1,014 | (18,965) | 361,358 |
| 2041 | 5,661,197 | 3.000 | 379,310 | 1,014 | (18,965) | 361,358 |
| 2042 | 5,774,421 | 3.000 | 386,896 | 1,034 | (19,345) | 368,585 |
| 2043 | 5,774,421 | 3.000 | 386,896 | 1,034 | (19,345) | 368,585 |
| 2044 | 5,889,910 | 3.000 | 394,634 | 1,055 | (19,732) | 375,957 |
| 2045 | 5,889,910 | 3.000 | 394,634 | 1,055 | (19,732) | 375,957 |
| 2046 | 6,007,708 | 3.000 | 402,527 | 1,076 | (20,126) | 383,476 |
| 2047 | 6,007,708 | 3.000 | 402,527 | 1,076 | (20,126) | 383,476 |
| 2048 | 6,127,862 | 3.000 | 410,577 | 1,098 | (20,529) | 391,146 |
| 2049 | 6,127,862 | 3.000 | 410,577 | 1,098 | (20,529) | 391,146 |
| 2050 | 6,250,419 | 3.000 | 418,789 | 1,119 | (20,939) | 398,969 |
| 2051 | 6,250,419 | 3.000 | 418,789 | 1,119 | (20,939) | 398,969 |
| 2052 | 6,375,428 | 3.000 | 427,164 | 1,142 | (21,358) | 406,948 |
| 2053 | 6,375,428 | 3.000 | 427,164 | 1,142 | (21,358) | 406,948 |
| 2054 | 6,502,936 | 3.000 | 435,708 | 1,165 | (21,785) | 415,087 |
| 2055 | 6,502,936 | 3.000 | 435,708 | 1,165 | (21,785) | 415,087 |
| 2056 | 6,632,995 | 3.000 | 444,422 | 1,188 | (22,221) | 423,389 |
| 2057 | 6,632,995 | 3.000 | 444,422 | 1,188 | (22,221) | 423,389 |
| 2058 | 6,765,655 | 3.000 | 453,310 | 1,212 | (22,666) | 431,856 |
| 2059 | 6,765,655 | 3.000 | 453,310 | 1,212 | (22,666) | 431,856 |
| Total | | | 10,691,980 | 28,580 | (534,599) | 10,185,962 |

SOURCES AND USES OF FUNDS**ACCESS 25 METROPOLITAN DISTRICT
Weld County, Colorado**

~~~

**GENERAL OBLIGATION BONDS, SERIES 2029A  
SUBORDINATE CASH FLOW BONDS, SERIES 2029B**

Dated Date	09/01/2029
Delivery Date	09/01/2029

<i>Sources:</i>	<i>Series 2029A</i>	<i>Series 2029B</i>	<i>Total</i>
Bond Proceeds:			
Par Amount	35,970,000.00	3,589,000.00	39,559,000.00
	35,970,000.00	3,589,000.00	39,559,000.00
<i>Uses:</i>	<i>Series 2029A</i>	<i>Series 2029B</i>	<i>Total</i>
Project Fund Deposits:			
Project Fund	26,050,550.00	3,481,330.00	29,531,880.00
Other Fund Deposits:			
Capitalized Interest Fund	5,935,050.00		5,935,050.00
Surplus Deposit	3,015,000.00		3,015,000.00
	8,950,050.00		8,950,050.00
Cost of Issuance:			
Other Cost of Issuance	250,000.00		250,000.00
Delivery Date Expenses:			
Underwriter's Discount	719,400.00	107,670.00	827,070.00
	35,970,000.00	3,589,000.00	39,559,000.00

## SOURCES AND USES OF FUNDS

### ACCESS 25 METROPOLITAN DISTRICT Weld County, Colorado

~~~

GENERAL OBLIGATION BONDS, SERIES 2029A Non-Rated, 1.30x, 30-yr. Maturity

~~~

Dated Date	09/01/2029
Delivery Date	09/01/2029

#### *Sources:*

Bond Proceeds:	
Par Amount	35,970,000.00
35,970,000.00	

#### *Uses:*

Project Fund Deposits:	
Project Fund	26,050,550.00
Other Fund Deposits:	
Capitalized Interest Fund	5,935,050.00
Surplus Deposit	3,015,000.00
	8,950,050.00
Cost of Issuance:	
Other Cost of Issuance	250,000.00
Delivery Date Expenses:	
Underwriter's Discount	719,400.00
35,970,000.00	

**BOND SUMMARY STATISTICS****ACCESS 25 METROPOLITAN DISTRICT  
Weld County, Colorado****GENERAL OBLIGATION BONDS, SERIES 2029A  
Non-Rated, 1.30x, 30-yr. Maturity**

Dated Date	09/01/2029
Delivery Date	09/01/2029
Last Maturity	12/01/2059
Arbitrage Yield	5.500738%
True Interest Cost (TIC)	5.663542%
Net Interest Cost (NIC)	5.588320%
All-In TIC	5.721285%
Average Coupon	5.500000%
Average Life (years)	22.645
Duration of Issue (years)	12.697
Par Amount	35,970,000.00
Bond Proceeds	35,970,000.00
Total Interest	44,799,562.50
Net Interest	45,518,962.50
Total Debt Service	80,769,562.50
Maximum Annual Debt Service	6,029,325.00
Average Annual Debt Service	2,670,068.18
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	20.000000
Total Underwriter's Discount	20.000000
Bid Price	98.000000

<i>Bond Component</i>	<i>Par Value</i>	<i>Price</i>	<i>Average Coupon</i>	<i>Average Life</i>
Term Bond due 2059	35,970,000.00	100.000	5.500%	22.645
	35,970,000.00			22.645

	<i>TIC</i>	<i>All-In TIC</i>	<i>Arbitrage Yield</i>
Par Value	35,970,000.00	35,970,000.00	35,970,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	(719,400.00)	(719,400.00)	
- Cost of Issuance Expense		(250,000.00)	
- Other Amounts			
Target Value	35,250,600.00	35,000,600.00	35,970,000.00
Target Date	09/01/2029	09/01/2029	09/01/2029
Yield	5.663542%	5.721285%	5.500738%

**BOND PRICING****ACCESS 25 METROPOLITAN DISTRICT  
Weld County, Colorado****~~~~  
GENERAL OBLIGATION BONDS, SERIES 2029A  
Non-Rated, 1.30x, 30-yr. Maturity  
~~~~**

| <i>Bond Component</i> | <i>Maturity Date</i> | <i>Amount</i> | <i>Rate</i> | <i>Yield</i> | <i>Price</i> |
|-----------------------|----------------------|---------------|-------------|--------------|--------------|
| Term Bond due 2059: | | | | | |
| | 12/01/2029 | | 5.500% | 5.500% | 100.000 |
| | 12/01/2030 | | 5.500% | 5.500% | 100.000 |
| | 12/01/2031 | | 5.500% | 5.500% | 100.000 |
| | 12/01/2032 | | 5.500% | 5.500% | 100.000 |
| | 12/01/2033 | | 5.500% | 5.500% | 100.000 |
| | 12/01/2034 | | 5.500% | 5.500% | 100.000 |
| | 12/01/2035 | 395,000 | 5.500% | 5.500% | 100.000 |
| | 12/01/2036 | 465,000 | 5.500% | 5.500% | 100.000 |
| | 12/01/2037 | 490,000 | 5.500% | 5.500% | 100.000 |
| | 12/01/2038 | 565,000 | 5.500% | 5.500% | 100.000 |
| | 12/01/2039 | 600,000 | 5.500% | 5.500% | 100.000 |
| | 12/01/2040 | 680,000 | 5.500% | 5.500% | 100.000 |
| | 12/01/2041 | 715,000 | 5.500% | 5.500% | 100.000 |
| | 12/01/2042 | 810,000 | 5.500% | 5.500% | 100.000 |
| | 12/01/2043 | 850,000 | 5.500% | 5.500% | 100.000 |
| | 12/01/2044 | 950,000 | 5.500% | 5.500% | 100.000 |
| | 12/01/2045 | 1,005,000 | 5.500% | 5.500% | 100.000 |
| | 12/01/2046 | 1,110,000 | 5.500% | 5.500% | 100.000 |
| | 12/01/2047 | 1,170,000 | 5.500% | 5.500% | 100.000 |
| | 12/01/2048 | 1,290,000 | 5.500% | 5.500% | 100.000 |
| | 12/01/2049 | 1,360,000 | 5.500% | 5.500% | 100.000 |
| | 12/01/2050 | 1,490,000 | 5.500% | 5.500% | 100.000 |
| | 12/01/2051 | 1,570,000 | 5.500% | 5.500% | 100.000 |
| | 12/01/2052 | 1,715,000 | 5.500% | 5.500% | 100.000 |
| | 12/01/2053 | 1,810,000 | 5.500% | 5.500% | 100.000 |
| | 12/01/2054 | 1,965,000 | 5.500% | 5.500% | 100.000 |
| | 12/01/2055 | 2,075,000 | 5.500% | 5.500% | 100.000 |
| | 12/01/2056 | 2,245,000 | 5.500% | 5.500% | 100.000 |
| | 12/01/2057 | 2,370,000 | 5.500% | 5.500% | 100.000 |
| | 12/01/2058 | 2,560,000 | 5.500% | 5.500% | 100.000 |
| | 12/01/2059 | 5,715,000 | 5.500% | 5.500% | 100.000 |
| | | 35,970,000 | | | |

| | | |
|-------------------------|---------------|-------------|
| Dated Date | 09/01/2029 | |
| Delivery Date | 09/01/2029 | |
| First Coupon | 12/01/2029 | |
| Par Amount | 35,970,000.00 | |
| Original Issue Discount | | |
| Production | 35,970,000.00 | 100.000000% |
| Underwriter's Discount | (719,400.00) | (2.000000%) |
| Purchase Price | 35,250,600.00 | 98.000000% |
| Accrued Interest | | |
| Net Proceeds | 35,250,600.00 | |

NET DEBT SERVICE**ACCESS 25 METROPOLITAN DISTRICT
Weld County, Colorado****~~~~
GENERAL OBLIGATION BONDS, SERIES 2029A
Non-Rated, 1.30x, 30-yr. Maturity
~~~~**

| <i>Period<br/>Ending</i> | <i>Principal</i> | <i>Coupon</i> | <i>Interest</i> | <i>Total<br/>Debt Service</i> | <i>Capitalized<br/>Interest Fund</i> | <i>Net<br/>Debt Service</i> |
|--------------------------|------------------|---------------|-----------------|-------------------------------|--------------------------------------|-----------------------------|
| 12/01/2029               |                  |               | 494,587.50      | 494,587.50                    | 494,587.50                           |                             |
| 12/01/2030               |                  |               | 1,978,350.00    | 1,978,350.00                  | 1,978,350.00                         |                             |
| 12/01/2031               |                  |               | 1,978,350.00    | 1,978,350.00                  | 1,978,350.00                         |                             |
| 12/01/2032               |                  |               | 1,978,350.00    | 1,978,350.00                  | 1,483,762.50                         | 494,587.50                  |
| 12/01/2033               |                  |               | 1,978,350.00    | 1,978,350.00                  |                                      | 1,978,350.00                |
| 12/01/2034               |                  |               | 1,978,350.00    | 1,978,350.00                  |                                      | 1,978,350.00                |
| 12/01/2035               | 395,000          | 5.500%        | 1,978,350.00    | 2,373,350.00                  |                                      | 2,373,350.00                |
| 12/01/2036               | 465,000          | 5.500%        | 1,956,625.00    | 2,421,625.00                  |                                      | 2,421,625.00                |
| 12/01/2037               | 490,000          | 5.500%        | 1,931,050.00    | 2,421,050.00                  |                                      | 2,421,050.00                |
| 12/01/2038               | 565,000          | 5.500%        | 1,904,100.00    | 2,469,100.00                  |                                      | 2,469,100.00                |
| 12/01/2039               | 600,000          | 5.500%        | 1,873,025.00    | 2,473,025.00                  |                                      | 2,473,025.00                |
| 12/01/2040               | 680,000          | 5.500%        | 1,840,025.00    | 2,520,025.00                  |                                      | 2,520,025.00                |
| 12/01/2041               | 715,000          | 5.500%        | 1,802,625.00    | 2,517,625.00                  |                                      | 2,517,625.00                |
| 12/01/2042               | 810,000          | 5.500%        | 1,763,300.00    | 2,573,300.00                  |                                      | 2,573,300.00                |
| 12/01/2043               | 850,000          | 5.500%        | 1,718,750.00    | 2,568,750.00                  |                                      | 2,568,750.00                |
| 12/01/2044               | 950,000          | 5.500%        | 1,672,000.00    | 2,622,000.00                  |                                      | 2,622,000.00                |
| 12/01/2045               | 1,005,000        | 5.500%        | 1,619,750.00    | 2,624,750.00                  |                                      | 2,624,750.00                |
| 12/01/2046               | 1,110,000        | 5.500%        | 1,564,475.00    | 2,674,475.00                  |                                      | 2,674,475.00                |
| 12/01/2047               | 1,170,000        | 5.500%        | 1,503,425.00    | 2,673,425.00                  |                                      | 2,673,425.00                |
| 12/01/2048               | 1,290,000        | 5.500%        | 1,439,075.00    | 2,729,075.00                  |                                      | 2,729,075.00                |
| 12/01/2049               | 1,360,000        | 5.500%        | 1,368,125.00    | 2,728,125.00                  |                                      | 2,728,125.00                |
| 12/01/2050               | 1,490,000        | 5.500%        | 1,293,325.00    | 2,783,325.00                  |                                      | 2,783,325.00                |
| 12/01/2051               | 1,570,000        | 5.500%        | 1,211,375.00    | 2,781,375.00                  |                                      | 2,781,375.00                |
| 12/01/2052               | 1,715,000        | 5.500%        | 1,125,025.00    | 2,840,025.00                  |                                      | 2,840,025.00                |
| 12/01/2053               | 1,810,000        | 5.500%        | 1,030,700.00    | 2,840,700.00                  |                                      | 2,840,700.00                |
| 12/01/2054               | 1,965,000        | 5.500%        | 931,150.00      | 2,896,150.00                  |                                      | 2,896,150.00                |
| 12/01/2055               | 2,075,000        | 5.500%        | 823,075.00      | 2,898,075.00                  |                                      | 2,898,075.00                |
| 12/01/2056               | 2,245,000        | 5.500%        | 708,950.00      | 2,953,950.00                  |                                      | 2,953,950.00                |
| 12/01/2057               | 2,370,000        | 5.500%        | 585,475.00      | 2,955,475.00                  |                                      | 2,955,475.00                |
| 12/01/2058               | 2,560,000        | 5.500%        | 455,125.00      | 3,015,125.00                  |                                      | 3,015,125.00                |
| 12/01/2059               | 5,715,000        | 5.500%        | 314,325.00      | 6,029,325.00                  |                                      | 6,029,325.00                |
|                          | 35,970,000       |               | 44,799,562.50   | 80,769,562.50                 | 5,935,050.00                         | 74,834,512.50               |

**BOND DEBT SERVICE****ACCESS 25 METROPOLITAN DISTRICT  
Weld County, Colorado**

~~~

**GENERAL OBLIGATION BONDS, SERIES 2029A
Non-Rated, 1.30x, 30-yr. Maturity**

~~~

| <i>Period<br/>Ending</i> | <i>Principal</i> | <i>Coupon</i> | <i>Interest</i> | <i>Debt Service</i> | <i>Annual<br/>Debt Service</i> |
|--------------------------|------------------|---------------|-----------------|---------------------|--------------------------------|
| 12/01/2029               |                  |               | 494,587.50      | 494,587.50          | 494,587.50                     |
| 06/01/2030               |                  |               | 989,175.00      | 989,175.00          |                                |
| 12/01/2030               |                  |               | 989,175.00      | 989,175.00          | 1,978,350.00                   |
| 06/01/2031               |                  |               | 989,175.00      | 989,175.00          |                                |
| 12/01/2031               |                  |               | 989,175.00      | 989,175.00          | 1,978,350.00                   |
| 06/01/2032               |                  |               | 989,175.00      | 989,175.00          |                                |
| 12/01/2032               |                  |               | 989,175.00      | 989,175.00          | 1,978,350.00                   |
| 06/01/2033               |                  |               | 989,175.00      | 989,175.00          |                                |
| 12/01/2033               |                  |               | 989,175.00      | 989,175.00          | 1,978,350.00                   |
| 06/01/2034               |                  |               | 989,175.00      | 989,175.00          |                                |
| 12/01/2034               |                  |               | 989,175.00      | 989,175.00          | 1,978,350.00                   |
| 06/01/2035               |                  |               | 989,175.00      | 989,175.00          |                                |
| 12/01/2035               | 395,000          | 5.500%        | 989,175.00      | 1,384,175.00        | 2,373,350.00                   |
| 06/01/2036               |                  |               | 978,312.50      | 978,312.50          |                                |
| 12/01/2036               | 465,000          | 5.500%        | 978,312.50      | 1,443,312.50        | 2,421,625.00                   |
| 06/01/2037               |                  |               | 965,525.00      | 965,525.00          |                                |
| 12/01/2037               | 490,000          | 5.500%        | 965,525.00      | 1,455,525.00        | 2,421,050.00                   |
| 06/01/2038               |                  |               | 952,050.00      | 952,050.00          |                                |
| 12/01/2038               | 565,000          | 5.500%        | 952,050.00      | 1,517,050.00        | 2,469,100.00                   |
| 06/01/2039               |                  |               | 936,512.50      | 936,512.50          |                                |
| 12/01/2039               | 600,000          | 5.500%        | 936,512.50      | 1,536,512.50        | 2,473,025.00                   |
| 06/01/2040               |                  |               | 920,012.50      | 920,012.50          |                                |
| 12/01/2040               | 680,000          | 5.500%        | 920,012.50      | 1,600,012.50        | 2,520,025.00                   |
| 06/01/2041               |                  |               | 901,312.50      | 901,312.50          |                                |
| 12/01/2041               | 715,000          | 5.500%        | 901,312.50      | 1,616,312.50        | 2,517,625.00                   |
| 06/01/2042               |                  |               | 881,650.00      | 881,650.00          |                                |
| 12/01/2042               | 810,000          | 5.500%        | 881,650.00      | 1,691,650.00        | 2,573,300.00                   |
| 06/01/2043               |                  |               | 859,375.00      | 859,375.00          |                                |
| 12/01/2043               | 850,000          | 5.500%        | 859,375.00      | 1,709,375.00        | 2,568,750.00                   |
| 06/01/2044               |                  |               | 836,000.00      | 836,000.00          |                                |
| 12/01/2044               | 950,000          | 5.500%        | 836,000.00      | 1,786,000.00        | 2,622,000.00                   |
| 06/01/2045               |                  |               | 809,875.00      | 809,875.00          |                                |
| 12/01/2045               | 1,005,000        | 5.500%        | 809,875.00      | 1,814,875.00        | 2,624,750.00                   |
| 06/01/2046               |                  |               | 782,237.50      | 782,237.50          |                                |
| 12/01/2046               | 1,110,000        | 5.500%        | 782,237.50      | 1,892,237.50        | 2,674,475.00                   |
| 06/01/2047               |                  |               | 751,712.50      | 751,712.50          |                                |
| 12/01/2047               | 1,170,000        | 5.500%        | 751,712.50      | 1,921,712.50        | 2,673,425.00                   |
| 06/01/2048               |                  |               | 719,537.50      | 719,537.50          |                                |
| 12/01/2048               | 1,290,000        | 5.500%        | 719,537.50      | 2,009,537.50        | 2,729,075.00                   |
| 06/01/2049               |                  |               | 684,062.50      | 684,062.50          |                                |
| 12/01/2049               | 1,360,000        | 5.500%        | 684,062.50      | 2,044,062.50        | 2,728,125.00                   |
| 06/01/2050               |                  |               | 646,662.50      | 646,662.50          |                                |
| 12/01/2050               | 1,490,000        | 5.500%        | 646,662.50      | 2,136,662.50        | 2,783,325.00                   |
| 06/01/2051               |                  |               | 605,687.50      | 605,687.50          |                                |
| 12/01/2051               | 1,570,000        | 5.500%        | 605,687.50      | 2,175,687.50        | 2,781,375.00                   |
| 06/01/2052               |                  |               | 562,512.50      | 562,512.50          |                                |
| 12/01/2052               | 1,715,000        | 5.500%        | 562,512.50      | 2,277,512.50        | 2,840,025.00                   |
| 06/01/2053               |                  |               | 515,350.00      | 515,350.00          |                                |
| 12/01/2053               | 1,810,000        | 5.500%        | 515,350.00      | 2,325,350.00        | 2,840,700.00                   |
| 06/01/2054               |                  |               | 465,575.00      | 465,575.00          |                                |
| 12/01/2054               | 1,965,000        | 5.500%        | 465,575.00      | 2,430,575.00        | 2,896,150.00                   |
| 06/01/2055               |                  |               | 411,537.50      | 411,537.50          |                                |
| 12/01/2055               | 2,075,000        | 5.500%        | 411,537.50      | 2,486,537.50        | 2,898,075.00                   |
| 06/01/2056               |                  |               | 354,475.00      | 354,475.00          |                                |
| 12/01/2056               | 2,245,000        | 5.500%        | 354,475.00      | 2,599,475.00        | 2,953,950.00                   |
| 06/01/2057               |                  |               | 292,737.50      | 292,737.50          |                                |
| 12/01/2057               | 2,370,000        | 5.500%        | 292,737.50      | 2,662,737.50        | 2,955,475.00                   |
| 06/01/2058               |                  |               | 227,562.50      | 227,562.50          |                                |
| 12/01/2058               | 2,560,000        | 5.500%        | 227,562.50      | 2,787,562.50        | 3,015,125.00                   |
| 06/01/2059               |                  |               | 157,162.50      | 157,162.50          |                                |
| 12/01/2059               | 5,715,000        | 5.500%        | 157,162.50      | 5,872,162.50        | 6,029,325.00                   |
|                          | 35,970,000       |               | 44,799,562.50   | 80,769,562.50       | 80,769,562.50                  |

**CALL PROVISIONS****ACCESS 25 METROPOLITAN DISTRICT  
Weld County, Colorado**

~~~

**GENERAL OBLIGATION BONDS, SERIES 2029A
Non-Rated, 1.30x, 30-yr. Maturity**

~~~

**Call Table: CALL**

| <i>Call Date</i> | <i>Call Price</i> |
|------------------|-------------------|
| 09/01/2034       | 103.00            |
| 09/01/2035       | 102.00            |
| 09/01/2036       | 101.00            |
| 09/01/2037       | 100.00            |

**BOND SOLUTION****ACCESS 25 METROPOLITAN DISTRICT  
Weld County, Colorado****~~~~  
GENERAL OBLIGATION BONDS, SERIES 2029A  
Non-Rated, 1.30x, 30-yr. Maturity  
~~~~**

| <i>Period
Ending</i> | <i>Proposed
Principal</i> | <i>Proposed
Debt Service</i> | <i>CAPI & DSRF
Adjustments</i> | <i>Total Adj
Debt Service</i> | <i>Revenue
Constraints</i> | <i>Unused
Revenues</i> | <i>Debt Service
Coverage</i> |
|--------------------------|-------------------------------|----------------------------------|--|-----------------------------------|--------------------------------|----------------------------|----------------------------------|
| 12/01/2029 | | 494,588 | (494,588) | | | | |
| 12/01/2030 | | 1,978,350 | (1,978,350) | | | | |
| 12/01/2031 | | 1,978,350 | (1,978,350) | | 56,511 | 56,511 | |
| 12/01/2032 | | 1,978,350 | (1,483,763) | 494,588 | 800,641 | 306,053 | 161.88% |
| 12/01/2033 | | 1,978,350 | | 1,978,350 | 1,559,653 | (418,697) | 78.84% |
| 12/01/2034 | | 1,978,350 | | 1,978,350 | 2,363,908 | 385,558 | 119.49% |
| 12/01/2035 | 395,000 | 2,373,350 | | 2,373,350 | 3,090,074 | 716,724 | 130.20% |
| 12/01/2036 | 465,000 | 2,421,625 | | 2,421,625 | 3,152,015 | 730,390 | 130.16% |
| 12/01/2037 | 490,000 | 2,421,050 | | 2,421,050 | 3,152,015 | 730,965 | 130.19% |
| 12/01/2038 | 565,000 | 2,469,100 | | 2,469,100 | 3,215,196 | 746,096 | 130.22% |
| 12/01/2039 | 600,000 | 2,473,025 | | 2,473,025 | 3,215,196 | 742,171 | 130.01% |
| 12/01/2040 | 680,000 | 2,520,025 | | 2,520,025 | 3,279,640 | 759,615 | 130.14% |
| 12/01/2041 | 715,000 | 2,517,625 | | 2,517,625 | 3,279,640 | 762,015 | 130.27% |
| 12/01/2042 | 810,000 | 2,573,300 | | 2,573,300 | 3,345,372 | 772,072 | 130.00% |
| 12/01/2043 | 850,000 | 2,568,750 | | 2,568,750 | 3,345,372 | 776,622 | 130.23% |
| 12/01/2044 | 950,000 | 2,622,000 | | 2,622,000 | 3,412,420 | 790,420 | 130.15% |
| 12/01/2045 | 1,005,000 | 2,624,750 | | 2,624,750 | 3,412,420 | 787,670 | 130.01% |
| 12/01/2046 | 1,110,000 | 2,674,475 | | 2,674,475 | 3,480,808 | 806,333 | 130.15% |
| 12/01/2047 | 1,170,000 | 2,673,425 | | 2,673,425 | 3,480,808 | 807,383 | 130.20% |
| 12/01/2048 | 1,290,000 | 2,729,075 | | 2,729,075 | 3,550,564 | 821,489 | 130.10% |
| 12/01/2049 | 1,360,000 | 2,728,125 | | 2,728,125 | 3,550,564 | 822,439 | 130.15% |
| 12/01/2050 | 1,490,000 | 2,783,325 | | 2,783,325 | 3,621,716 | 838,391 | 130.12% |
| 12/01/2051 | 1,570,000 | 2,781,375 | | 2,781,375 | 3,621,716 | 840,341 | 130.21% |
| 12/01/2052 | 1,715,000 | 2,840,025 | | 2,840,025 | 3,694,290 | 854,265 | 130.08% |
| 12/01/2053 | 1,810,000 | 2,840,700 | | 2,840,700 | 3,694,290 | 853,590 | 130.05% |
| 12/01/2054 | 1,965,000 | 2,896,150 | | 2,896,150 | 3,768,316 | 872,166 | 130.11% |
| 12/01/2055 | 2,075,000 | 2,898,075 | | 2,898,075 | 3,768,316 | 870,241 | 130.03% |
| 12/01/2056 | 2,245,000 | 2,953,950 | | 2,953,950 | 3,843,822 | 889,872 | 130.12% |
| 12/01/2057 | 2,370,000 | 2,955,475 | | 2,955,475 | 3,843,822 | 888,347 | 130.06% |
| 12/01/2058 | 2,560,000 | 3,015,125 | | 3,015,125 | 3,920,839 | 905,714 | 130.04% |
| 12/01/2059 | 5,715,000 | 6,029,325 | | 6,029,325 | 3,920,839 | (2,108,486) | 65.03% |
| | 35,970,000 | 80,769,563 | (5,935,050) | 74,834,513 | 92,440,782 | 17,606,270 | |

SOURCES AND USES OF FUNDS

ACCESS 25 METROPOLITAN DISTRICT Weld County, Colorado

~~~

### SUBORDINATE CASH FLOW BONDS, SERIES 2029B

~~~

| | |
|---------------|------------|
| Dated Date | 09/01/2029 |
| Delivery Date | 09/01/2029 |

Sources:

| | |
|----------------|--------------|
| Bond Proceeds: | |
| Par Amount | 3,589,000.00 |
| 3,589,000.00 | |

Uses:

| | |
|-------------------------|--------------|
| Project Fund Deposits: | |
| Project Fund | 3,481,330.00 |
| Delivery Date Expenses: | |
| Underwriter's Discount | 107,670.00 |
| 3,589,000.00 | |

BOND PRICING**ACCESS 25 METROPOLITAN DISTRICT
Weld County, Colorado**

~~~

**SUBORDINATE CASH FLOW BONDS, SERIES 2029B**

~~~

| <i>Bond Component</i> | <i>Maturity
Date</i> | <i>Amount</i> | <i>Rate</i> | <i>Yield</i> | <i>Price</i> |
|-----------------------|--------------------------|---------------|-------------|--------------|--------------|
| Term Bond due 2059: | | | | | |
| | 12/15/2059 | 3,589,000 | 8.500% | 8.500% | 100.000 |
| | | 3,589,000 | | | |

| | | | |
|-------------------------|--------------|-------------|--|
| Dated Date | 09/01/2029 | | |
| Delivery Date | 09/01/2029 | | |
| First Coupon | 12/15/2029 | | |
| Par Amount | 3,589,000.00 | | |
| Original Issue Discount | | | |
| Production | 3,589,000.00 | 100.000000% | |
| Underwriter's Discount | (107,670.00) | (3.000000%) | |
| Purchase Price | 3,481,330.00 | 97.000000% | |
| Accrued Interest | | | |
| Net Proceeds | 3,481,330.00 | | |

CALL PROVISIONS**ACCESS 25 METROPOLITAN DISTRICT
Weld County, Colorado**

~~~

**SUBORDINATE CASH FLOW BONDS, SERIES 2029B**

~~~

Call Table: CALL

| <i>Call Date</i> | <i>Call Price</i> |
|------------------|-------------------|
| 09/01/2034 | 103.00 |
| 09/01/2035 | 102.00 |
| 09/01/2036 | 101.00 |
| 09/01/2037 | 100.00 |

EXHIBIT F

SERVICE PLAN FOR ACCESS 25 METROPOLITAN DISTRICT NOS. 1-6

FORM OF DISTRICT DISCLOSURE NOTICE

GENERAL DISCLOSURE AND COMMON QUESTIONS REGARDING ACCESS 25 METROPOLITAN DISTRICT NOS. 1-6

1. What does the District do?

ACCESS 25 METROPOLITAN DISTRICT NOS. 1-6 (the “District”) was organized on _____, 2022, following the results of the District’s organizational election and pursuant to the Service Plan for ACCESS 25 METROPOLITAN DISTRICT NOS. 1-6 approved by Resolution No. _____ of the Board of Trustees of the Town of Mead (the “Service Plan”). The District has been organized for the purposes of constructing, operating and maintaining certain public improvements within the boundaries of the District, as authorized by the Service Plan, including water, sewer, and streets. The District is a governmental entity governed by an elected board of directors made up of property owners and property taxpayers within the District’s boundaries.

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

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

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

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

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

Pursuant to the Service Plan, the District has authority to issue up to \$60,000,000 of debt (such as bonds), and the debt of the District may be repaid through ad valorem property taxes, from a debt service mill levy on all taxable property of the District, or any other legally available revenues of the District. The Maximum Debt Authorization may be increased to \$90,000,000 of debt following the effective date of the annexation of the Inclusion Area Boundaries to the Town of Mead.

The District may also rely upon various other revenue sources authorized by law to offset its expenses of capital construction and general operating expenses. Pursuant to Colorado law, the District may impose fees, rates, tolls, penalties, or other charges as provided in Title 32, subject to limitations set forth in the Service Plan. A current fee schedule, if applicable, is available from the District. State law requires fees to be reasonably and rationally related to the costs of the service, program, or facility being provided in exchange for payment of the fee.

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

The mill levy authorized for the District pursuant to the Service Plan may not exceed 55 mills in the aggregate for the repayment of debt and the payment of operations and maintenance costs (maximum debt service mill levy of 35.000 mills and maximum operating mill levy of 10.000 mills, unless the District provides for a non-potable water system, which then allows the operating mill levy to increase to 15.000 mills), and may be adjusted due to changes in the constitutional or statutory method of assessing property tax or in the assessment ratio, or by amendments to the Service Plan or voter authorizations. The adjustment allows for tax revenues to be realized by the District in an equivalent amount as would have been realized by the District based on a levy of 45 mills absent any change in the manner of the assessment of property for taxation purposes, the ratio for determining assessed valuation, or other similar changes. In addition, various voter limitations exist which may affect the taxing powers of the District, including maximum annual taxing limitations and expenditure limitations. The TABOR Amendment, Article X, Section 20 of the Colorado Constitution, also imposes legal limitations that may restrict the taxing and spending authority of the District. *See paragraph 6 and Exhibit 2 for a better idea of what the mill levy caps mean in relation to tax amounts.*

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

District bond issuances and imposition of taxes are governed by Colorado state law and are subject to Service Plan limitations and requirements. The Service Plan limits the mill levy the District may assess for the repayment of debt and the payment of operations and maintenance costs to 45 mills, subject to adjustments as described above (*see paragraph 6 below*). In addition, all debt issued by the District for *residential development*, if applicable, must be scheduled to mature and be paid in full within thirty (30) years after the District first levies a debt service mill levy on residential property, unless a majority of the members of the board of directors of the District are residents of the District and have voted in favor of a full or partial refunding of outstanding debt.

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

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

The District has or will issue debt in the form of bonds, and therefore bondholders will be providing funding to the District for the construction of public improvements authorized by the Service Plan. Property taxes paid by property owners will help pay the costs of all bonds issued by the District. This results in the risk of development being shared in part by bondholders and the property owners in the District. The property owners also share risk relative to the bonds that are currently limited as noted above in paragraph 5. As previously stated, it is within the District's discretion to impose other fees to help pay for public improvements, subject to Service Plan limitations. To the extent that the developer has advanced some of the improvement costs and remains to be repaid, the developer may bear some of the risk as well.

6. What will my tax bill look like?

In determining the tax liability due for commercial property, the County Assessor's Office first determines the actual value of the residential property based upon market approach to value. Up to five years of market activity may be analyzed. The actual value of the residential property is then multiplied by the assessment rate, which is set every odd numbered year by the state legislature, to determine the assessed valuation of the residential property. The current assessment rate on residential property in Colorado is 29.00%. The mill levy is then multiplied by the assessed valuation of the commercial property, resulting in the assessment for the commercial property. For example, commercial property with an actual value of \$2,000,000 would have an assessed value of \$580,000 ($\$2,000,000 \times 29.00\%$). One mill (0.001) applied to that valuation for assessment produces approximately \$580.00 of taxes ($\$580,000 \times 0.001$).

It is anticipated that the tax bill for your property will show mill levies for the Town of Mead, Weld County, Weld County RE-1J School District, Northern Colorado Water Conservancy District, St. Vrain & Left Hand Water Conservancy District, Mountain View Fire, High Plains Library District, and various other service providers, including the ACCESS 25 METROPOLITAN DISTRICT NOS. 1-6 Metropolitan District. According to information available from the Weld County Assessor, the total overlapping mill levy imposed upon the property within the boundaries of the District, but without any District mill levy, is 104.739 mills for tax year 2021, for collection in the year 2022. Therefore, without the District, the annual tax bill levied on a residential property with an actual value of \$2,000,000 would be approximately \$60,748.62 (assessed value of \$580,000 * 104.739 mills).

The maximum mill levy the District is permitted to levy is 45.000 mills (0.045), and the portion of the annual tax bill levied by the District on a commercial property with an actual value of \$2,000,000 would be approximately \$26,100 (assessed value of \$580,000 * 45.000 mills). Your tax bill for your property will also include mill levies from other taxing entities that overlap with the District's boundaries.

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

This estimate only provides an illustration of the amount of the new property taxes that may be due and owing after the property has been reassessed and, in some instances, reclassified as residential property. This estimate is not a statement of the actual and future taxes that may be due. First year property taxes may be based on a previous year's tax classification, which may not include the full value of the property and, consequently, taxes may be higher in subsequent years. A seller has complied with this disclosure statement as long as the disclosure is based upon a good-faith effort to provide accurate estimates and information.

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

This document is not intended to address all issues associated with special districts generally or with the Access 25 Metropolitan District Nos. 1-6 specifically. The Service Plan contains a full description of the District's purpose and functions. A copy of the District's Service Plan is available in the Town Clerk's Office. For additional information about the District, prospective purchasers may also contact the District's general counsel at: David S. O'Leary, Spencer Fane, LLP, 1700 Lincoln Street, Suite 2000, Denver, CO 80203 (303) 839-3800, doleary@spencerfane.com. The District's meetings are open to the public, at which time you can raise questions regarding any matter related to the activities of the District.

Dated this ____ day of _____, 2022.

By: _____

Name: _____

Title: _____

EXHIBIT 1

TO GENERAL DISCLOSURE AND COMMON QUESTIONS
LEGAL DESCRIPTION OF ACCESS 25 METROPOLITAN DISTRICT NOS. 1-6

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

| Taxing Entity | 2021** | Annual tax levied |
|--|----------------|--------------------------|
| Town of Mead | 11.522 | \$ 6,682.76 |
| Weld County (all funds combined) | 15.038 | \$ 8,722.04 |
| School District RE1J (all funds combined) | 57.559 | \$ 33,384.22 |
| Northern Colorado Water Conservancy District | 1.000 | \$ 580.00 |
| St. Vrain & Left Hand Water Conservancy District | 0.156 | \$ 90.48 |
| Mountain View Fire District | 16.247 | \$ 9,423.26 |
| High Plains Library District | 3.217 | \$ 1,865.86 |
| | | |
| TOTAL: | 104.739 | \$60,748.62 |

Estimated Annual Tax Levy on Commercial Property Without \$2,000,000 Actual Value With the District is shown on the following page.

Estimated Annual Tax Levied on Commercial Property With \$2,000,000 Actual Value With the District (Assuming Maximum Aggregate District Mill Levy)

| Taxing Entity | 2021** | Annual tax levied |
|--|----------------|--------------------------|
| Town of Mead | 11.522 | \$ 6,682.76 |
| Town of Mead O&M Levy | 3.000 | \$ 1,740.00 |
| Weld County (all funds combined) | 15.038 | \$ 8,722.04 |
| School District RE1J (all funds combined) | 57.559 | \$ 33,384.22 |
| Northern Colorado Water Conservancy District | 1.000 | \$ 580.00 |
| St. Vrain & Left Hand Water Conservancy District | 0.156 | \$ 90.48 |
| Mountain View Fire District | 16.247 | \$ 9,423.26 |
| High Plains Library District | 3.217 | \$ 1,865.86 |
| Access 25 Metropolitan District | 45.000 | \$ 26,100.00 |
| TOTAL: | 149.739 | \$ 86,848.62 |

**This estimate of Overlapping Mill Levies is based upon mill levies certified by the Weld County Assessor's office in December 2021 for collection in 2022 and is intended only to provide approximations of the total overlapping mill levies within the District. The stated mill levies are subject to change, and you should contact the Weld County Assessor's office to obtain the most accurate and up to date information.

[Note: It is the responsibility of the party/parties submitting the service plan to the Town of Mead to verify the accuracy of the information set forth in the table above prior to submittal to the Town.]



SpencerFane®

DAVID S. O'LEARY
DIRECT DIAL: 303-839-3952
doleary@spencerfane.com

File No. 5505111.0012

JULY 5, 2022

Via Email and U.S. Mail
Board of Town Trustees
Town of Mead
441 Third Street
Mead CO 80542

mstrutt@townofmead.org

Mr. Marcus A. McAskin, Esq., Town Attorney
Michow Cox & McAskin LLP
6530 S. Yosemite St., Suite 200
Greenwood Village, CO 80111

marcus@mcm-legal.com

**RE: Letter of Intent Pursuant Sec. 12-2-10 of the Mead Municipal Code for
Proposed Access 25 Metropolitan District Nos. 1-6**

Dear Town Board of Trustees:

On behalf of the organizers for the proposed Access 25 Metropolitan District Nos. 1-6, we provide the following in accordance with the letter of intent provisions of Chapter 12 of the Mead Municipal Code, Metropolitan Districts.

- The Town has previously approved the Access 25 annexation, PUD and zoning map in compliance with the Town's Comprehensive Plan;
- The Districts will construct or finance portions of roads on the perimeter of and within the development and will provide ponds, parks and open space, all as regional improvements;
- The development is exploring the possibility of utilizing a separate irrigation system to help conserve water and provide non-potable irrigation water to the current and future inclusion areas of the project in conjunction with and subject to any necessary approvals of the Little Thompson Water District;
- The PUD provides for mixed use and commercial development;
- Amenities may include parks, open space, landscaping and irrigation water features and other amenities subject to Town and/or Little Thompson Water District approvals (as necessary). All improvements will be constructed in accordance with approved development plans of the Town.
- It is also anticipated that the District will take over the responsibility for the McKay Lateral Ditch improvements and maintenance for those portions of the project, as well as provide for the necessary public improvements, drainage and ponds throughout the development.

Public improvements that the Districts will finance and construct are detailed in the proposed capital plan provided to the Town.



SpencerFane®

Board of Trustees, Town of Mead
June 17, 2022
Letter of Intent for Access 25 Metropolitan District Nos. 1-6
Page 2

Section 32-1-203(2), Colorado Revised Statutes sets forth criteria for the approval of a service plan. The service plans for the Districts establish that:

1. There is sufficient existing and projected need for organized service in the area to be served by the District;

The Planned Unit Development projects a long-term development resulting in a substantial commercial development property. The development will require extensive public infrastructure construction and financing which can be provided by the Districts.

2. The existing service in the area to be served by the District is inadequate for present and projected needs;

There is no service or minimal service provided within the boundaries of the Access 25 Initial Boundaries or applicable Planned Unit Development at this time and service is therefore inadequate for the projected needs of the Access 25 Development.

3. The District is capable of providing economical and sufficient service to the area within its boundaries;

The Districts will provide public infrastructure supporting the Access 25 Development area and any applicable Planned Unit Development plans. No other government entity is willing, able or adequate to provide these services.

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

The financial ability to discharge the indebtedness is demonstrated through the financial plans attached to the service plan for both the initial and future inclusion areas proposed within the Districts and are in accordance with the Mead Municipal code and with accepted state law and practice.

Thank you for your time and consideration of this proposed service plan.

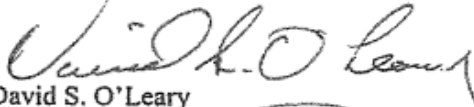
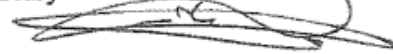
SPENCER FANE LLP

David S. O'Leary


EXHIBIT D-1

SERVICE PLAN FOR ACCESS 25 METROPOLITAN DISTRICT NOS. 1-6

Capital Plan

Access 25 Metropolitan District Capital Plan

Summary of District Improvements

Opinion of Probable Cost Estimate

Date: 05-26-2022

JN: 20009

| | TOTAL |
|----------------------------------|--------------|
| Summary of District Improvements | COST |
| Roadway Improvements | \$19,436,357 |
| Domestic Water Improvements | \$5,212,288 |
| Sanitary Sewer Improvements | \$4,169,546 |
| Storm Drainage Improvements | \$9,179,025 |
| Non-Potable Water Improvements | \$4,052,781 |
| Total District Improvements | \$42,049,996 |

Notes:

- 1) This estimate is prepared based on the plans dated 2022-05-17, prepared by Redland.
- 2) D & E: Design & Entitlement Fees is 15% of the total construction cost per phase pre-contingency including civil, landscape, irrigation, lighting, design survey, environmental, limited structural and geotechnical.
- 3) During Const.: During Construction Fees is 10% of the total construction cost including construction staking, material testing, permits and inspections.
- 4) Construction Management Fee is 7% of the total construction cost and includes owner representation for Bidding and Construction Phase Services.

Access 25 Metropolitan District Capital Plan

Roadway Improvements

Opinion of Probable Cost Estimate

Date: 05-26-2022

JN: 20009

| Roadway Improvements (I-25 Frontage Road) | QUANTITY | UNIT | UNIT PRICE | TOTAL COST |
|---|----------|------|------------|------------|
| 2 - Lane Street Section | 740 | LF | \$440.00 | \$325,600 |

I-25 Frontage Road Subtotal \$325,600

| Roadway Improvements (WCR 36) | QUANTITY | UNIT | UNIT PRICE | TOTAL COST |
|---|----------|------|------------|------------|
| 3 - Lane Minor Arterial Street (Full Section) | 1000 | LF | \$770.00 | \$770,000 |
| 3 - Lane Minor Arterial Street (Half Section) | 1850 | LF | \$385.00 | \$712,250 |

WCR 36 Subtotal \$1,482,250

| Roadway Improvements (WCR 9.5) | QUANTITY | UNIT | UNIT PRICE | TOTAL COST |
|--|----------|------|--------------|-------------|
| 4 - Lane Major Arterial Street (Full Section) | 1,335 | CY | \$880.00 | \$1,174,800 |
| 4 - Lane Major Arterial Street (Half Section) | 4,000 | CY | \$440.00 | \$1,760,000 |
| Railroad Signal House* | 1 | EA | \$55,000.00 | \$55,000 |
| Autoamated Gates and Flashers* | 2 | EA | \$275,000.00 | \$550,000 |
| Flashers for additional lane* | 2 | EA | \$82,500.00 | \$165,000 |
| Wayside Track Signals* | 1 | LS | \$33,000.00 | \$33,000 |
| Concrete Panels for two track crossings (mainline and HD Frogger | 1 | LS | \$110,000.00 | \$110,000 |
| Ind. Lead, Siding to be relocated) (Approx. 200 LF)* | 1 | LS | \$13,200.00 | \$13,200 |
| Signing and Striping* | 1 | LS | \$55,000.00 | \$55,000 |
| Asphalt (4 Lane Road)* | 1 | LS | \$22,000.00 | \$22,000 |
| Curb and Gutter* | 1 | LS | \$27,500.00 | \$27,500 |
| Sidewalk (Both Sides)* | 1 | LS | \$13,200.00 | \$13,200 |
| Raised Median* | 1 | LS | \$27,500.00 | \$27,500 |
| Culvert/Drainage* | 1 | LS | \$27,500.00 | \$27,500 |

WCR 9.5 Improvments Subtotal \$4,007,200

| Roadway Improvements (WCR 34 Widening) | QUANTITY | UNIT | UNIT PRICE | TOTAL COST |
|---|----------|------|--------------|------------|
| 4 - Lane Major Arterial Street (Half Section) | 2,100 | LF | \$440.00 | \$924,000 |
| Traffic Signal | 1 | EA | \$450,000.00 | \$450,000 |

WCR 34 Widening Subtotal \$1,374,000

Access 25 Metropolitan District Capital Plan

Roadway Improvements

Opinion of Probable Cost Estimate

Date: 05-26-2022

JN: 20009

| Roadway Improvements (West Half Section of WCR 11) | QUANTITY | UNIT | UNIT PRICE | TOTAL COST |
|--|----------|------|------------|---------------------|
| 3 - Lane Minor Arterial Street (Half Section) | 3,465 | LF | \$385.00 | \$1,334,025 |
| West Half Section of WCR 11 Subtotal | | | | \$1,334,025 |
| Street Improvements (Internal Feeders) | QUANTITY | UNIT | UNIT PRICE | TOTAL COST |
| 3 - Lane Collector Street Section | 7,825 | LF | \$660.00 | \$5,164,500 |
| Internal Feeders Subtotal | | | | \$5,164,500 |
| Total Cost | | | | \$13,687,575 |
| 10% Contingency | | | | \$1,368,758 |
| 15% D&E | | | | \$2,053,136 |
| 10% During Const. | | | | \$1,368,758 |
| 7% Const. Mgmt. | | | | \$958,130 |
| Total Cost | | | | \$19,436,357 |

Notes:

- 1) This estimate is prepared based on Exhibits dated 2022-05-17, prepared by Redland.
- 2) D & E: Design & Entitlement Fees is 15% of the total construction cost per phase pre-contingency including civil, landscape, irrigation, lighting, design survey, environmental, limited structural and geotechnical.
- 3) During Const.: During Construction Fees is 10% of the total construction cost including construction staking, material testing, permits and inspections.
- 4) Construction Management Fee is 7% of the total construction cost and includes owner representation for Bidding and Construction Phase Services.
- 5) Information with an asterisk was taken from HDR Engineering Company
- 6) Roadway costs includes associated grading, erosion control, street lights, and landscaping.

Access 25 Metropolitan District Capital Plan

Water Improvements

Opinion of Probable Cost Estimate

Date: 05-26-2022

JN: 20009

| | QUANTITY | UNIT | UNIT PRICE | TOTAL COST |
|--|----------|------|------------|------------|
| On-Site Water Improvements (Lot 1, Block 1) | | | | |
| Connect to Existing Main | 1 | EA | \$5,500.00 | \$5,500 |
| 8" PVC Watermain w/ Fittings & Appurtenances | 2,660 | LF | \$110.00 | \$292,600 |
| Fire Hydrant Assembly | 6 | EA | \$7,700.00 | \$46,200 |

Lot 1, Block 1 Water Subtotal \$344,300

| | QUANTITY | UNIT | UNIT PRICE | TOTAL COST |
|--|----------|------|------------|------------|
| On-Site Water Improvements (Lot 3, Block 1) | | | | |
| 8" PVC Watermain w/ Fittings & Appurtenances | 1,700 | LF | \$110.00 | \$187,000 |
| Fire Hydrant Assembly | 4 | EA | \$7,700.00 | \$30,800 |

Lot 3, Block 1 Water Subtotal \$217,800

| | QUANTITY | UNIT | UNIT PRICE | TOTAL COST |
|--|----------|------|--------------|------------|
| Water Improvements (WCR 36) | | | | |
| Connect to Existing Main | 2 | EA | \$5,500.00 | \$11,000 |
| 12" PVC Watermain w/Fittings & Appurtenances | 2,700 | LF | \$165.00 | \$445,500 |
| 24' x 12' Water Meter and Vault | 1 | EA | \$185,000.00 | \$185,000 |
| 2" AirVac | 1 | EA | \$9,900.00 | \$9,900 |
| Fire Hydrant Assembly | 6 | EA | \$7,700.00 | \$46,200 |

WCR 36 Water Subtotal \$697,600

| | QUANTITY | UNIT | UNIT PRICE | TOTAL COST |
|--|----------|------|------------|------------|
| Water Improvements (Northern Portion WCR 9.5) | | | | |
| 12" PVC Watermain w/Fittings & Appurtenances | 1,640 | LF | \$165.00 | \$270,600 |
| Fire Hydrant Assembly | 4 | EA | \$7,700.00 | \$30,800 |
| Boring and 24" Casing Pipe | 110 | LF | \$1,540.00 | \$169,400 |

Northern portion of WCR 9.5 Water Subtotal \$470,800

| | QUANTITY | UNIT | UNIT PRICE | TOTAL COST |
|--|----------|------|------------|------------|
| Off-Site Water Improvements (Southern Portion of WCR 9.5) | | | | |
| 2" AirVac | 1 | EA | \$9,900.00 | \$9,900 |
| 12" PVC Watermain w/Fittings & Appurtenances | 1,810 | LF | \$165.00 | \$298,650 |
| Fire Hydrant Assembly | 4 | EA | \$7,700.00 | \$30,800 |

Southern Portion of WCR 9.5 Subtotal \$339,350

Access 25 Metropolitan District Capital Plan

Water Improvements

Opinion of Probable Cost Estimate

Date: 05-26-2022

JN: 20009

| | QUANTITY | UNIT | UNIT PRICE | TOTAL COST |
|--|----------|------|------------|------------|
| On-Site Water Improvements (Internal Feeders) | | | | |
| 8" PVC Watermain w/ Fittings & Appurtenances | 7,760 | LF | \$110.00 | \$853,600 |
| Fire Hydrant Assembly | 16 | EA | \$7,700.00 | \$123,200 |
| Internal Feeders Water Subtotal | | | | \$976,800 |

| | QUANTITY | UNIT | UNIT PRICE | TOTAL COST |
|--|----------|------|------------|------------|
| Water Improvements (WCR 11) | | | | |
| 12" PVC Watermain w/Fittings & Appurtenances | 3,455 | LF | \$165.00 | \$570,075 |
| Fire Hydrant Assembly | 7 | EA | \$7,700.00 | \$53,900 |
| WCR 11 Water Subtotal | | | | \$623,975 |

| | |
|--------------------------|--------------------|
| Total Cost | \$3,670,625 |
| 10% Contingency | \$367,063 |
| 15% D&E | \$550,594 |
| 10% During Const. | \$367,063 |
| 7% Const. Mgmt. | \$256,944 |
| Total Cost | \$5,212,288 |

Notes:

- 1) This estimate is prepared based on the plans dated 2022-05-17, prepared by Redland.
- 2) D & E: Design & Entitlement Fees is 15% of the total construction cost per phase pre-contingency including civil, landscape, irrigation, lighting design survey, environmental, limited structural and geotechnical.
- 3) During Const.: During Construction Fees is 10% of the total construction cost including construction staking, material testing, permits and inspections.
- 4) Construction Management Fee is 7% of the total construction cost and includes owner representation for Bidding and Construction Phase Services.
- 5) Fire Hydrant spacing assumed every 500-ft.
- 6) Pipe sizes are approximate.
- 7) Assumed fittings at street intersections and bends in the alignment.
- 8) Assumed gate valves at intersections and fire hydrants.
- 9) Access 25 is responsible for half the cost of water improvements in WCR 9.5 from the railroad to the southern portion of the project boundary. Raterink is responsible for paying the other half of these costs.

Access 25 Metropolitan District Capital Plan

Sanitary Sewer Improvements

Opinion of Probable Cost Estimate

Date: 05-26-2022

JN: 20009

| Off-Site Sanitary Sewer (Raterink Cost Share) | QUANTITY | UNIT | UNIT PRICE | TOTAL COST |
|--|----------|------|--------------|--------------------|
| Off-Site Sanitary Sewer Improvements (Cost Share) | 1 | EA | \$700,000.00 | \$700,000 |
| Off-Site Sanitary Sewer (Cost Share) Subtotal | | | | \$700,000 |
| On-Site Sanitary Sewer (Filing 2 - Internal Feeders) | QUANTITY | UNIT | UNIT PRICE | TOTAL COST |
| 8" SDR-35 PVC (0-12' depth) | 1,000 | LF | \$88.00 | \$88,000 |
| 10" SDR-35 PVC (0-12' depth) | 2,500 | LF | \$110.00 | \$275,000 |
| 12" SDR-35 PVC (0-12' depth) | 2,230 | LF | \$154.00 | \$343,420 |
| 4' Dia. Manhole (0-12' Depth) | 20 | EA | \$8,250.00 | \$165,000 |
| Internal Feeders Subtotal | | | | \$871,420 |
| On-Site Sanitary Sewer (WCR 9.5 North of Southern Internal Feeder) | QUANTITY | UNIT | UNIT PRICE | TOTAL COST |
| 10" SDR-35 PVC (0-12' depth) | 400 | LF | \$110.00 | \$44,000 |
| 12" SDR-35 PVC (0-12' depth) | 2,270 | LF | \$154.00 | \$349,580 |
| 4' Dia. Manhole (0-12' Depth) | 9 | EA | \$8,250.00 | \$74,250 |
| Boring and 24" Casing Pipe | 110 | LF | \$1,540.00 | \$169,400 |
| WCR 9.5 North of Southern Internal Feeder Sanitary Sewer Subtotal | | | | \$637,230 |
| On-Site Sanitary Sewer (Filing 1) | QUANTITY | UNIT | UNIT PRICE | TOTAL COST |
| 8" SDR-35 PVC (0-12' depth) | 1,825 | LF | \$88.00 | \$160,600 |
| 10" SDR-35 PVC (0-12' depth) | 1,250 | LF | \$110.00 | \$137,500 |
| 4' Dia. Manhole (0-12' Depth) | 11 | EA | \$8,250.00 | \$90,750 |
| Boring and 24" Casing Pipe | 220 | LF | \$1,540.00 | \$338,800 |
| Filing 1 On-Site Sanitary Sewer Subtotal | | | | \$727,650 |
| Total Cost | | | | \$2,936,300 |
| 10% Contingency | | | | \$293,630 |
| 15% D&E | | | | \$440,445 |
| 10% During Const. | | | | \$293,630 |
| 7% Const. Mgmt. | | | | \$205,541 |
| Total Cost | | | | \$4,169,546 |

Notes:

- 1) This estimate is prepared based on the plans dated 05-17-2022, prepared by Redland.
- 2) D & E: Design & Entitlement Fees is 15% of the total construction cost per phase pre-contingency including civil, landscape, irrigation, lighting, design survey, environmental, limited structural and geotechnical.
- 3) During Const.: During Construction Fees is 10% of the total construction cost including construction staking, material testing, permits and
- 4) Construction Management Fee is 7% of the total construction cost and includes owner representation for Bidding and Construction Phase Services.
- 5) Pipe sizes are approximate.
- 6) Manholes were assumed approximately every 300'.

Access 25 Metropolitan District Capital Plan

Storm Drainage Improvements

Opinion of Probable Cost Estimate

Date: 05-26-2022

JN: 20009

| On-Site Storm Sewer (Filing 1 - Lot 1 Block 1) | QUANTITY | UNIT | UNIT PRICE | TOTAL COST |
|---|----------|-------|-------------|------------|
| Full Spectrum Detention and Water Quality Pond | 2.6 | AC-FT | \$66,000.00 | \$171,600 |
| Pond Landscaping | 49,500 | SF | \$2.20 | \$108,900 |
| Lot 1, Block 1 Subtotal | | | | \$280,500 |
| On-Site Storm Sewer (Filing 1 - Tract A) | QUANTITY | UNIT | UNIT PRICE | TOTAL COST |
| Full Spectrum Detention and Water Quality Pond | 2.8 | AC-FT | \$66,000.00 | \$184,800 |
| Pond Landscaping | 46,000 | SF | \$2.20 | \$101,200 |
| Tract A Subtotal | | | | \$286,000 |
| On-Site Storm Sewer (Filing 1 - Tract B) | QUANTITY | UNIT | UNIT PRICE | TOTAL COST |
| Full Spectrum Detention and Water Quality Pond | 2.4 | AC-FT | \$66,000.00 | \$158,400 |
| Pond Landscaping | 48,000 | SF | \$2.20 | \$105,600 |
| Tract B Subtotal | | | | \$264,000 |
| On-Site Storm Sewer (Filing 1 - Lot 1, Block 2) | QUANTITY | UNIT | UNIT PRICE | TOTAL COST |
| 18" RCP (0-8' depth) | 100 | LF | \$99.00 | \$9,900 |
| 24" RCP (0-8' depth) | 900 | LF | \$121.00 | \$108,900 |
| 36" RCP (0-8' depth) | 650 | LF | \$192.50 | \$125,125 |
| 5' Dia. Manhole | 4 | EA | \$7,150.00 | \$28,600 |
| 6' Dia. Manhole | 3 | EA | \$8,250.00 | \$24,750 |
| 36" Flared End Section | 1 | EA | \$5,500.00 | \$5,500 |
| 10' Type 'R' Inlet | 4 | EA | \$14,300.00 | \$57,200 |
| Full Spectrum Detention and Water Quality Pond | 2.8 | AC-FT | \$66,000.00 | \$184,800 |
| Pond Landscaping | 46,000 | SF | \$2.20 | \$101,200 |
| Lot 1, Block 2 Subtotal | | | | \$645,975 |

Access 25 Metropolitan District Capital Plan

Storm Drainage Improvements

Opinion of Probable Cost Estimate

Date: 05-26-2022

JN: 20009

| On-Site Storm Sewer (Filing 2 - Tract A) | QUANTITY | UNIT | UNIT PRICE | TOTAL COST |
|--|----------|-------|-------------|-------------|
| 18" RCP (0-8' depth) | 150 | LF | \$99.00 | \$14,850 |
| 24" RCP (0-8' depth) | 810 | LF | \$121.00 | \$98,010 |
| 36" RCP (0-8' depth) | 270 | LF | \$192.50 | \$51,975 |
| 5' Dia. Manhole | 3 | EA | \$7,150.00 | \$21,450 |
| 6' Dia. Manhole | 2 | EA | \$8,250.00 | \$16,500 |
| 36" Flared End Section | 1 | EA | \$5,500.00 | \$5,500 |
| 10' Type 'R' Inlet | 4 | EA | \$14,300.00 | \$57,200 |
| Full Spectrum Detention and Water Quality Pond | 3.7 | AC-FT | \$66,000.00 | \$244,200 |
| Pond Landscaping | 39,000 | SF | \$2.20 | \$85,800 |
| Northeast Pond Subtotal | | | | \$595,485 |
| On-Site Storm Sewer (Filing 2 - Tract B) | QUANTITY | UNIT | UNIT PRICE | TOTAL COST |
| 18" RCP (0-8' depth) | 520 | LF | \$99.00 | \$51,480 |
| 24" RCP (0-8' depth) | 830 | LF | \$121.00 | \$100,430 |
| 36" RCP (0-8' depth) | 1,240 | LF | \$192.50 | \$238,700 |
| 48" RCP (0-8' depth) | 1,240 | LF | \$275.00 | \$341,000 |
| 54" RCP (0-8' depth) | 270 | LF | \$352.00 | \$95,040 |
| 5' Dia. Manhole | 4 | EA | \$7,150.00 | \$28,600 |
| 6' Dia. Manhole | 6 | EA | \$8,250.00 | \$49,500 |
| Box Base Manhole | 4 | EA | \$27,500.00 | \$110,000 |
| 54" Flared End Section | 1 | EA | \$7,700.00 | \$7,700 |
| 10' Type 'R' Inlet | 18 | EA | \$14,300.00 | \$257,400 |
| Full Spectrum Detention and Water Quality Pond | 3.0 | AC-FT | \$66,000.00 | \$198,000 |
| Pond Landscaping | 135,000 | SF | \$2.20 | \$297,000 |
| Southwest Pond Subtotal | | | | \$1,774,850 |
| On-Site Storm Sewer (South Pond - Tract C) | QUANTITY | UNIT | UNIT PRICE | TOTAL COST |
| 18" RCP (0-8' depth) | 760 | LF | \$99.00 | \$75,240 |
| 24" RCP (0-8' depth) | 1,710 | LF | \$121.00 | \$206,910 |
| 36" RCP (0-8' depth) | 1,560 | LF | \$192.50 | \$300,300 |
| 48" RCP (0-8' depth) | 270 | LF | \$275.00 | \$74,250 |
| 48" Flared End Section | 1 | EA | \$7,150.00 | \$7,150 |
| 5' Dia. Manhole | 8 | EA | \$7,150.00 | \$57,200 |
| 6' Dia. Manhole | 7 | EA | \$8,250.00 | \$57,750 |
| Box Base Manhole | 2 | EA | \$27,500.00 | \$55,000 |
| Full Spectrum Detention and Water Quality Pond | 6.5 | AC-FT | \$66,000.00 | \$429,000 |
| Pond Landscaping | 285,000 | SF | \$2.20 | \$627,000 |
| South Pond Subtotal | | | | \$1,889,800 |

Access 25 Metropolitan District Capital Plan

Storm Drainage Improvements

Opinion of Probable Cost Estimate

Date: 05-26-2022

JN: 20009

| On-Site McKay Lateral Irrigation (WCR 36) | QUANTITY | UNIT | UNIT PRICE | TOTAL COST |
|---|----------|------|-------------|--------------------|
| 36" RCP (0-8' depth) | 1,520 | LF | \$192.50 | \$292,600 |
| 48" RCP (0-8' depth) | 260 | LF | \$275.00 | \$71,500 |
| 6' Dia. Manhole | 6 | EA | \$8,250.00 | \$49,500 |
| Box Base Manhole | 2 | EA | \$27,500.00 | \$55,000 |
| 6" Concrete Lined Ditch | 120 | CY | \$1,650.00 | \$198,000 |
| McKay Lateral Irrigation Subtotal | | | | \$666,600 |
| On-Site Storm Sewer (WCR 36) | QUANTITY | UNIT | UNIT PRICE | TOTAL COST |
| 14" x 23" HERCP | 135 | LF | \$121.00 | \$16,335 |
| 5' Dia. Manhole | 1 | EA | \$7,150.00 | \$7,150 |
| 14" x 23" Flared End Section | 2 | EA | \$4,400.00 | \$8,800 |
| 10' Type 'R' Inlet | 2 | EA | \$14,300.00 | \$28,600 |
| WCR 36 Subtotal | | | | \$60,885 |
| Total Cost | | | | \$6,464,095 |
| 10% Contingency | | | | \$646,410 |
| 15% D&E | | | | \$969,620 |
| 10% During Const. | | | | \$646,410 |
| 7% Const. Mgmt. | | | | \$452,490 |
| Total Cost | | | | \$9,179,025 |

Notes:

- 1) This estimate is prepared based on the plans dated 2022-05-17, prepared by Redland.
- 2) D & E: Design & Entitlement Fees is 15% of the total construction cost per phase pre-contingency including civil, landscape, irrigation, lighting, design survey, environmental, limited structural and geotechnical.
- 3) During Const.: During Construction Fees is 10% of the total construction cost including construction staking, material testing, permit and inspections.
- 4) Construction Management Fee is 7% of the total construction cost and includes owner representation for Bidding and Construction Phase Services.
- 5) Assumed Manhole every 300 LF
- 6) Assumed Manhole at every change in direction.
- 7) Storm sewer pipe sizing is approximate.
- 8) Landscaping includes pond and tract area. Native vegetation and irrigation is assumed for pond landscaping
- 9) Full Spectrum Detention and Water Quality Pond includes grading, water quality, trickle channel, outlet structure, spillway, cutoff wall, riprap, etc.

Access 25 Metropolitan District Capital Plan

Non-Potable Improvements

Opinion of Probable Cost Estimate

Date: 05-26-2022

JN: 20009

| On-Site Non-Potable Improvements (Lot 1, Block 1) | QUANTITY | UNIT | UNIT PRICE | TOTAL COST |
|---|----------|------|----------------|-------------|
| 6" PVC Irrigation Main w/ Fittings & Appurtances | 910 | LF | \$71.50 | \$65,065 |
| Lot 1, Block 1 Non-Potable Subtotal | | | | \$65,065 |
| On-Site Non-Potable Improvements (Lot 3, Block 1) | QUANTITY | UNIT | UNIT PRICE | TOTAL COST |
| 6" PVC Irrigation Main w/ Fittings & Appurtances | 1,580 | LF | \$71.50 | \$112,970 |
| Lot 3, Block 1 Non-Potable Subtotal | | | | \$112,970 |
| On-Site Non-Potable Improvements (WCR 36) | QUANTITY | UNIT | UNIT PRICE | TOTAL COST |
| 6" PVC Irrigation Main w/ Fittings & Appurtances | 975 | LF | \$71.50 | \$69,713 |
| 12" PVC Irrigation Main w/ Fittings & Appurtenances | 415 | LF | \$137.50 | \$57,063 |
| 8" PVC Irrigation Main w/ Fittings & Appurtenances | 900 | LF | \$82.50 | \$74,250 |
| Pump Station | 1 | EA | \$1,320,000.00 | \$1,320,000 |
| WCR 36 Non-Potable Subtotal | | | | \$1,521,026 |
| On-Site Non-Potable Improvements (WCR 9.5) | QUANTITY | UNIT | UNIT PRICE | TOTAL COST |
| 8" PVC Irrigation Main w/ Fittings & Appurtenances | 3,120 | LF | \$82.50 | \$257,400 |
| 16" Boring & Casing | 110 | LF | \$1,375.00 | \$151,250 |
| WCR 9.5 Non-Potable Subtotal | | | | \$408,650 |
| On-Site Non-Potable Improvements (Internal Feeders) | QUANTITY | UNIT | UNIT PRICE | TOTAL COST |
| 6" PVC Irrigation Main w/ Fittings & Appurtances | 2,500 | LF | \$71.50 | \$178,750 |
| 8" PVC Irrigation Main w/ Fittings & Appurtenances | 3,890 | LF | \$82.50 | \$320,925 |
| Internal Feeders Non-Potable Subtotal | | | | \$499,675 |

Access 25 Metropolitan District Capital Plan

Non-Potable Improvements

Opinion of Probable Cost Estimate

Date: 05-26-2022

JN: 20009

| On-Site Non-Potable Improvements (WCR 11) | QUANTITY | UNIT | UNIT PRICE | TOTAL COST |
|--|----------|------|------------|-------------|
| 8" PVC Irrigation Main w/ Fittings & Appurtenances | 2,990 | LF | \$82.50 | \$246,675 |
| WCR 11 Non-Potable Subtotal | | | | \$246,675 |
| Total Cost | | | | \$2,854,061 |
| 10% Contingency | | | | \$285,410 |
| 15% D&E | | | | \$428,110 |
| 10% During Const. | | | | \$285,410 |
| 7% Const. Mgmt. | | | | \$199,790 |
| Total Cost | | | | \$4,052,781 |

Notes:

- 1) This estimate is prepared based on the plans dated 2022-05-17, prepared by Redland.
- 2) D & E: Design & Entitlement Fees is 15% of the total construction cost per phase pre-contingency including civil, landscape, lighting, design survey, environmental, limited structural and geotechnical.
- 3) During Const.: During Construction Fees is 10% of the total construction cost including construction staking, material testing, permits and inspections.
- 4) Construction Management Fee is 7% of the total construction cost and includes owner representation for Bidding and Construction Phase Services.
- 5) Pipe sizing is approximate.

EXHIBIT D-2

FUTURE INCLUSION AREA

Capital Plan

Access 25 Metropolitan District Capital Plan

Inclusion Area Summary of District Improvements

Opinion of Probable Cost Estimate

Date: 05-26-2022

JN: 20009

| | TOTAL
COST |
|---|---------------------|
| Summary of District Improvements | |
| Roadway Improvements | \$5,315,486 |
| Domestic Water Improvements | \$2,995,916 |
| Sanitary Sewer Improvements | \$5,934,824 |
| Storm Drainage Improvements | \$5,534,575 |
| Non-Potable Water Improvements | \$1,300,390 |
| Total District Improvements | \$21,081,191 |

Notes:

- 1) This estimate is prepared based on the plans dated 2022-05-17, prepared by Redland.
- 2) D & E: Design & Entitlement Fees is 15% of the total construction cost per phase pre-contingency including civil, landscape, irrigation, lighting design survey, environmental, limited structural and geotechnical.
- 3) During Const.: During Construction Fees is 10% of the total construction cost including construction staking, material testing, permits and inspections.
- 4) Construction Management Fee is 7% of the total construction cost and includes owner representation for Bidding and Construction Phase Services.

Access 25 Metropolitan District Capital Plan

Inclusion Area Roadway Improvements

Opinion of Probable Cost Estimate

Date: 05-26-2022

JN: 20009

| Roadway Improvements (WCR 36 North Parcel) | QUANTITY | UNIT | UNIT PRICE | TOTAL COST |
|---|----------|------|----------------|--------------------|
| 3 - Lane Minor Arterial Street (Half Section) | 2600 | LF | \$385.00 | \$1,001,000 |
| Railroad Crossing | 1 | EA | \$1,071,400.00 | \$1,071,400 |
| WCR 36 Subtotal | | | | \$2,072,400 |
| Roadway Improvements (WCR 11 North Parcel) | QUANTITY | UNIT | UNIT PRICE | TOTAL COST |
| 3 - Lane Minor Arterial Street (Half Section) | 520 | LF | \$385.00 | \$200,200 |
| WCR 36 Subtotal | | | | \$200,200 |
| Roadway Improvements (WCR 11 South Parcel) | QUANTITY | UNIT | UNIT PRICE | TOTAL COST |
| 3 - Lane Minor Arterial Street (Half Section) | 3820 | LF | \$385.00 | \$1,470,700 |
| WCR 36 Subtotal | | | | \$1,470,700 |
| Total Cost | | | | \$3,743,300 |
| 10% Contingency | | | | \$374,330 |
| 15% D&E | | | | \$561,495 |
| 10% During Const. | | | | \$374,330 |
| 7% Const. Mgmt. | | | | \$262,031 |
| Total Cost | | | | \$5,315,486 |

Notes:

- 1) This estimate is prepared based on Exhibits dated 2022-05-17, prepared by Redland.
- 2) D & E: Design & Entitlement Fees is 15% of the total construction cost per phase pre-contingency including civil, landscape, irrigation, lighting, design survey, environmental, limited structural and geotechnical.
- 3) During Const.: During Construction Fees is 10% of the total construction cost including construction staking, material testing, permits and inspections.
- 4) Construction Management Fee is 7% of the total construction cost and includes owner representation for Bidding and Construction Phase Services.
- 5) Roadway costs include associated grading, erosion control, street lights, and landscaping.

Access 25 Metropolitan District Capital Plan

Inclusion Area Water Improvements

Opinion of Probable Cost Estimate

Date: 05-26-2022

JN: 20009

| | QUANTITY | UNIT | UNIT PRICE | TOTAL COST |
|---|----------|------|------------|--------------------|
| Water Improvements (WCR 36 North Parcel) | | | | |
| Connect to Existing Main | 1 | EA | \$5,500.00 | \$5,500 |
| 12" PVC Watermain w/Fittings & Appurtenances | 2,600 | LF | \$165.00 | \$429,000 |
| Fire Hydrant Assembly | 6 | EA | \$7,700.00 | \$46,200 |
| Boring and 24" Casing Pipe | 110 | LF | \$1,540.00 | \$169,400 |
| WCR 36 North Parcel Water Subtotal | | | | \$650,100 |
| Water Improvements (WCR 11 North Parcel) | | | | |
| 12" PVC Watermain w/Fittings & Appurtenances | 520 | LF | \$165.00 | \$85,800 |
| Fire Hydrant Assembly | 2 | EA | \$7,700.00 | \$15,400 |
| WCR 11 North Parcel Water Subtotal | | | | \$101,200 |
| Water Improvements (WCR 11 South Parcel) | | | | |
| Connect to Existing Main | 1 | EA | \$5,500.00 | \$5,500 |
| 12" PVC Watermain w/Fittings & Appurtenances | 7,500 | LF | \$165.00 | \$1,237,500 |
| Fire Hydrant Assembly | 15 | EA | \$7,700.00 | \$115,500 |
| WCR 11 South Parcel Water Subtotal | | | | \$1,358,500 |
| Total Cost | | | | \$2,109,800 |
| 10% Contingency | | | | \$210,980 |
| 15% D&E | | | | \$316,470 |
| 10% During Const. | | | | \$210,980 |
| 7% Const. Mgmt. | | | | \$147,686 |
| Total Cost | | | | \$2,995,916 |

Notes:

- 1) This estimate is prepared based on the plans dated 2022-05-17, prepared by Redland.
- 2) D & E: Design & Entitlement Fees is 15% of the total construction cost per phase pre-contingency including civil, landscape, irrigation, lighting design survey, environmental, limited structural and geotechnical.
- 3) During Const.: During Construction Fees is 10% of the total construction cost including construction staking, material testing, permits and inspections.
- 4) Construction Management Fee is 7% of the total construction cost and includes owner representation for Bidding and Construction Phase Services.
- 5) Fire Hydrant spacing assumed every 500-ft.
- 6) Pipe sizes are approximate.

Access 25 Metropolitan District Capital Plan

Inclusion Area Sanitary Sewer Improvements

Opinion of Probable Cost Estimate

Date: 05-26-2022

JN: 20009

| Sanitary Sewer | QUANTITY | UNIT | UNIT PRICE | TOTAL COST |
|----------------------------------|----------|------|----------------|-------------|
| 8" SDR-35 PVC (0-12' depth) | 2,900 | LF | \$88.00 | \$255,200 |
| 10" SDR-35 PVC (0-12' depth) | 2,900 | LF | \$110.00 | \$319,000 |
| 12" SDR-35 PVC (0-12' depth) | 2,900 | LF | \$154.00 | \$446,600 |
| 4' Dia. Manhole (0-12' Depth) | 29 | EA | \$8,250.00 | \$239,250 |
| Boring and 24" Casing Pipe | 110 | LF | \$1,540.00 | \$169,400 |
| Lift Station | 1 | EA | \$2,750,000.00 | \$2,750,000 |
| Inclusion Area Sanitary Subtotal | | | | \$4,179,450 |
| Total Cost | | | | \$4,179,450 |
| 10% Contingency | | | | \$417,945 |
| 15% D&E | | | | \$626,918 |
| 10% During Const. | | | | \$417,950 |
| 7% Const. Mgmt. | | | | \$292,562 |
| Total Cost | | | | \$5,934,824 |

Notes:

- 1) This estimate is prepared based on the plans dated 05-17-2022, prepared by Redland.
- 2) D & E: Design & Entitlement Fees is 15% of the total construction cost per phase pre-contingency including civil, landscape, irrigation, lighting, design survey, environmental, limited structural and geotechnical.
- 3) During Const.: During Construction Fees is 10% of the total construction cost including construction staking, material testing, permits and
- 4) Construction Management Fee is 7% of the total construction cost and includes owner representation for Bidding and Construction Phase Services.
- 5) Pipe sizes are approximate.
- 6) Manholes were assumed approximately every 300'.
- 7) Sanitary Service for the Inclusion Areas is assumed to be within the St. Vrain Sanitation District. The layout provided will service the Inclusion Area but the Sanitation District may require a regional off-site lift station at WCR 34 and Colorado Boulevard to service the property.

Access 25 Metropolitan District Capital Plan

Inclusion Area Storm Drainage Improvements

Opinion of Probable Cost Estimate

Date: 05-26-2022

JN: 20009

| | QUANTITY | UNIT | UNIT PRICE | TOTAL COST |
|--|----------|-------|-------------|-------------|
| Storm Sewer (North Parcel Pond 1) | | | | |
| 18" RCP (0-8' depth) | 400 | LF | \$99.00 | \$39,600 |
| 24" RCP (0-8' depth) | 800 | LF | \$121.00 | \$96,800 |
| 36" RCP (0-8' depth) | 400 | LF | \$192.50 | \$77,000 |
| 5' Dia. Manhole | 6 | EA | \$7,150.00 | \$42,900 |
| 36" Flared End Section | 1 | EA | \$5,500.00 | \$5,500 |
| Full Spectrum Detention and Water Quality Pond | 3.8 | AC-FT | \$66,000.00 | \$250,800 |
| Pond Landscaping | 65,000 | SF | \$2.20 | \$143,000 |
| North Parcel Pond 1 Subtotal | | | | \$655,600 |
| On-Site Storm Sewer (North Parcel Pond 2) | | | | |
| 18" RCP (0-8' depth) | 250 | LF | \$99.00 | \$24,750 |
| 24" RCP (0-8' depth) | 500 | LF | \$121.00 | \$60,500 |
| 36" RCP (0-8' depth) | 250 | LF | \$192.50 | \$48,125 |
| 5' Dia. Manhole | 4 | EA | \$7,150.00 | \$28,600 |
| 36" Flared End Section | 1 | EA | \$5,500.00 | \$5,500 |
| Full Spectrum Detention and Water Quality Pond | 2.2 | AC-FT | \$66,000.00 | \$145,200 |
| Pond Landscaping | 45,000 | SF | \$2.20 | \$99,000 |
| North Parcel Pond 2 Subtotal | | | | \$411,675 |
| On-Site Storm Sewer (South Parcel Pond 1) | | | | |
| 18" RCP (0-8' depth) | 500 | LF | \$99.00 | \$49,500 |
| 24" RCP (0-8' depth) | 500 | LF | \$121.00 | \$60,500 |
| 36" RCP (0-8' depth) | 500 | LF | \$192.50 | \$96,250 |
| 48" RCP (0-8' depth) | 500 | LF | \$275.00 | \$137,500 |
| 5' Dia. Manhole | 5 | EA | \$7,150.00 | \$35,750 |
| 6' Dia. Manhole | 2 | EA | \$8,250.00 | \$16,500 |
| 48" Flared End Section | 1 | EA | \$7,150.00 | \$7,150 |
| Full Spectrum Detention and Water Quality Pond | 7.0 | AC-FT | \$66,000.00 | \$462,000 |
| Pond Landscaping | 100,000 | SF | \$2.20 | \$220,000 |
| South Parcel Pond 1 Subtotal | | | | \$1,085,150 |

Access 25 Metropolitan District Capital Plan

Inclusion Area Storm Drainage Improvements

Opinion of Probable Cost Estimate

Date: 05-26-2022

JN: 20009

| | QUANTITY | UNIT | UNIT PRICE | TOTAL COST |
|--|----------|-------|-------------|--------------------|
| On-Site Storm Sewer (South Parcel Pond 2) | | | | |
| 18" RCP (0-8' depth) | 500 | LF | \$99.00 | \$49,500 |
| 24" RCP (0-8' depth) | 500 | LF | \$121.00 | \$60,500 |
| 36" RCP (0-8' depth) | 500 | LF | \$192.50 | \$96,250 |
| 48" RCP (0-8' depth) | 500 | LF | \$275.00 | \$137,500 |
| 48" Flared End Section | 1 | EA | \$7,150.00 | \$7,150 |
| 5' Dia. Manhole | 5 | EA | \$7,150.00 | \$35,750 |
| 6' Dia. Manhole | 2 | EA | \$8,250.00 | \$16,500 |
| Full Spectrum Detention and Water Quality Pond | 7.0 | AC-FT | \$66,000.00 | \$462,000 |
| Pond Landscaping | 100,000 | SF | \$2.20 | \$220,000 |
| South Parcel Pond 2 Subtotal | | | | \$1,085,150 |
| On-Site McKay Lateral Irrigation (WCR 36) | | | | |
| 36" RCP (0-8' depth) | 3,000 | LF | \$192.50 | \$577,500 |
| 6' Dia. Manhole | 10 | EA | \$8,250.00 | \$82,500 |
| McKay Lateral Irrigation Subtotal | | | | \$660,000 |
| Total Cost | | | | \$3,897,575 |
| 10% Contingency | | | | \$389,760 |
| 15% D&E | | | | \$584,640 |
| 10% During Const. | | | | \$389,760 |
| 7% Const. Mgmt. | | | | \$272,840 |
| Total Cost | | | | \$5,534,575 |

Notes:

- 1) This estimate is prepared based on the plans dated 2022-05-17, prepared by Redland.
- 2) D & E: Design & Entitlement Fees is 15% of the total construction cost per phase pre-contingency including civil, landscape, irrigation, lighting, design survey, environmental, limited structural and geotechnical.
- 3) During Const.: During Construction Fees is 10% of the total construction cost including construction staking, material testing, permits and inspections.
- 4) Construction Management Fee is 7% of the total construction cost and includes owner representation for Bidding and Construction Phase Services.
- 5) Assumed Manhole every 300 LF
- 6) Storm sewer pipe sizing is approximate.
- 7) Landscaping includes pond and tract area. Native vegetation and irrigation is assumed for pond landscaping
- 8) Full Spectrum Detention and Water Quality Pond includes grading, water quality, trickle channel, outlet structure, spillway, cutoff wall, riprap, etc.

Access 25 Metropolitan District Capital Plan

Inclusion Area Non-Potable Improvements

Opinion of Probable Cost Estimate

Date: 05-26-2022

JN: 20009

| Non-Potable Improvements (WCR 36 North Parcel) | QUANTITY | UNIT | UNIT PRICE | TOTAL COST |
|--|----------|------|------------|--------------------|
| 8" PVC Irrigation Main w/ Fittings & Appurtenances | 2,600 | LF | \$82.50 | \$214,500 |
| WCR 36 North Parcel Non-potable Subtotal | | | | \$214,500 |
| Non-Potable Improvements (WCR 11 North Parcel) | QUANTITY | UNIT | UNIT PRICE | TOTAL COST |
| 8" PVC Irrigation Main w/ Fittings & Appurtenances | 1,000 | LF | \$82.50 | \$82,500 |
| WCR 11 North Parcel Non-potable Subtotal | | | | \$82,500 |
| Non-Potable Improvements (WCR 11 South Parcel) | QUANTITY | UNIT | UNIT PRICE | TOTAL COST |
| 8" PVC Irrigation Main w/ Fittings & Appurtenances | 7,500 | LF | \$82.50 | \$618,750 |
| WCR 36 Non-Potable Subtotal | | | | \$618,750 |
| Total Cost | | | | \$915,750 |
| 10% Contingency | | | | \$91,580 |
| 15% D&E | | | | \$137,370 |
| 10% During Const. | | | | \$91,580 |
| 7% Const. Mgmt. | | | | \$64,110 |
| Total Cost | | | | \$1,300,390 |

Notes:

- 1) This estimate is prepared based on the plans dated 2022-05-17, prepared by Redland.
- 2) D & E: Design & Entitlement Fees is 15% of the total construction cost per phase pre-contingency including civil, landscape, lighting, design survey, environmental, limited structural and geotechnical.
- 3) During Const.: During Construction Fees is 10% of the total construction cost including construction staking, material testing, permits and inspections.
- 4) Construction Management Fee is 7% of the total construction cost and includes owner representation for Bidding and Construction Phase Services.
- 5) Pipe sizing is approximate.

Access 25 Metropolitan District Nos. 1-6

Town of Mead Board of Trustees Presentation
July 11, 2022

Project Update & Team



PREMIER RAIL SERVED
INDUSTRIAL PARK AVAILABLE
FOR LEASE OR BUILD TO SUIT

MEAD, COLORADO

Section a, Item i.

Access  Logistics Park

Broe
Real Estate Group

CBRE

OmniTRAX

PINNACLE

WWW.ACCESS25.COM

Project Update

300 ACRE MASTER PLANNED DEVELOPMENT

Located near the intersection of CR 34 and I-25, the site provides incredible highway visibility and access to conveniently serve both Denver and Colorado as a whole. The park features dual access rail service by The Broe Group's rail affiliate, OmniTRAX, making it the closest and only dual rail-served park in the Denver Metro area. Additionally, the park uniquely offers outdoor storage as an accessory use.



Section a, Item i.

PARK HIGHLIGHTS

RAIL SERVED ACREAGE AVAILABLE



OUTSIDE STORAGE AVAILABLE



VARIOUS SITE CONFIGURATIONS, LOT SIZES, & BUILD-TO-SUIT OPPORTUNITIES AVAILABLE



ACCESS TO MAJOR INTERSTATE & STATE HIGHWAYS



ACCESS TO STRONG LABOR POOL



METRO DISTRICT MANAGED



WATER FOR DEVELOPMENT IN PLACE



Project Progress and Concepts

Section a, Item i.



Project Progress and Concepts

Section a, Item i.



Project Progress and Concepts

Section a, Item i.



Project Masterplan & Need for Districts

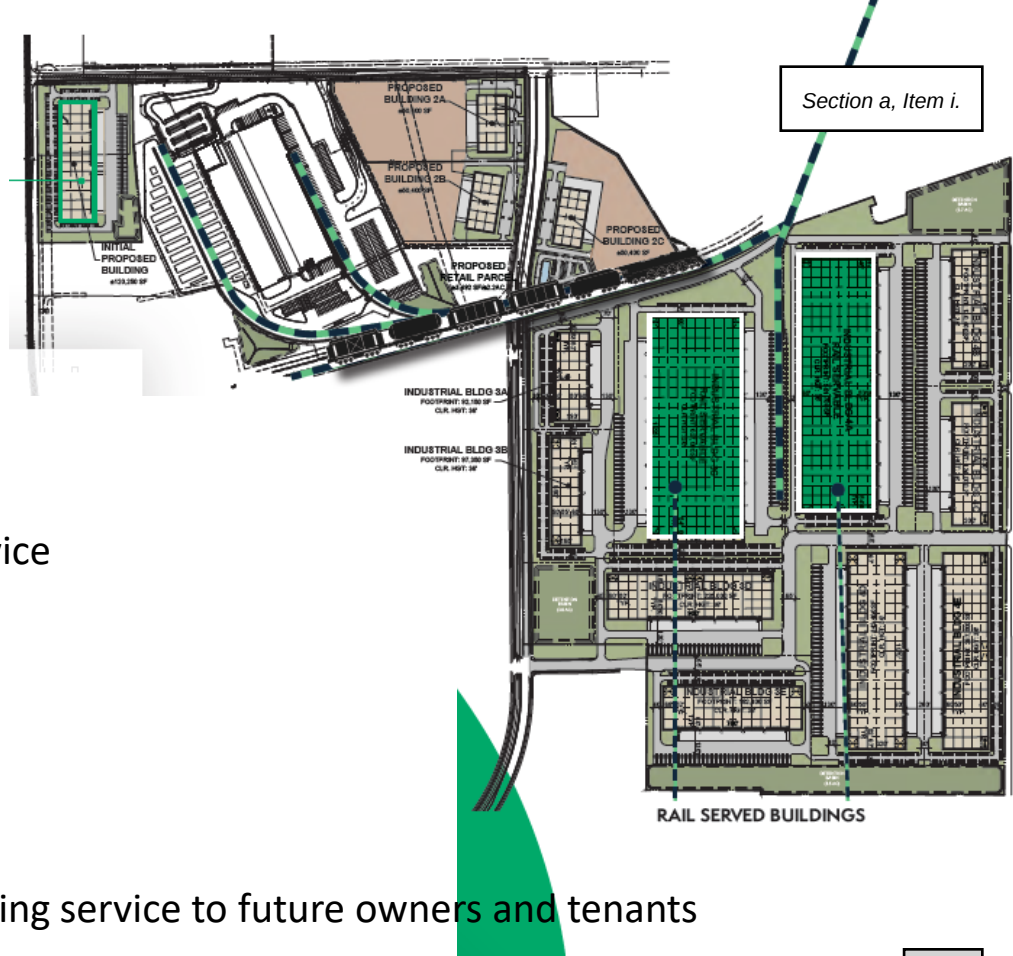
Backbone and Regional Infrastructure:

- Financing and Construction Options
- WCR 36/34/9.5/11- Roadway/Traffic Control
- Potable Water Distribution
- Sanitary Sewer Extensions
- Stormwater Conveyance and Detention
- Non-Potable/Irrigation Distribution and Service

Operations and Maintenance

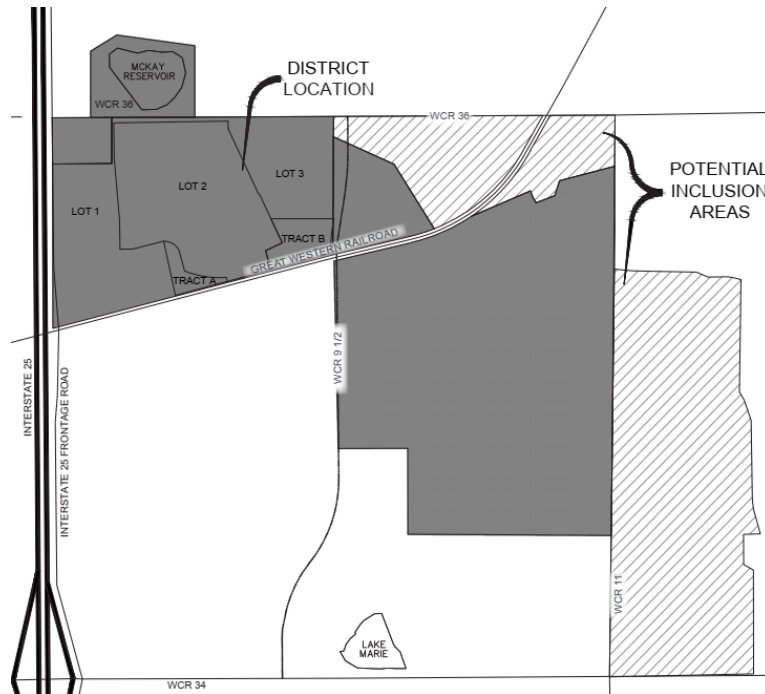
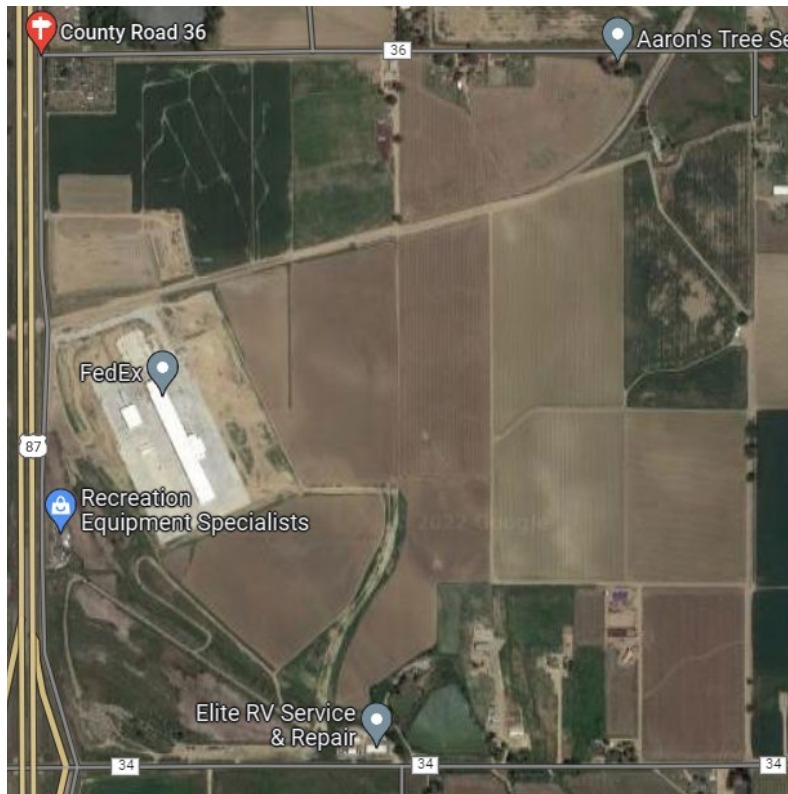
- Landscape/Stormwater
- Non-Potable/Irrigation Systems
- Internal Roadways (Non-Town)

Perpetual Entity that provides certainty of ongoing service to future owners and tenants



District Location and Map

Section a, Item i.



Service Plan Highlights

Section a, Item i.

- **Maximum Debt Limit Requested:** \$90,000,000 (\$60,000,000 for initial boundaries; \$30,000,000 for inclusion area allowed after effective date of annexation to Town and amendment to IGA)
- **Total Aggregate Mill Levy Cap – Town Model Service Plan:** 55.000 mills not including the additional 3.000 mills for the Town O&M Mill Levy; with Maximum Debt Mill Levy of 45.000 mills
- **Modified Aggregate Mill Levy Cap for Access 25:** 45.000 mills not including the additional 3.000 mills for the Town O&M Mill Levy, with Maximum Debt Mill Levy of 35.000 mills for commercial
- **Initial Estimated O&M Mill Levy:** 10.000 mills
 - If the District owns, operates and maintains a non-potable water system, the District shall be permitted to raise the Maximum Operating Mill Levy to fifteen (15) mills, but in no case shall the total mills exceed the maximum aggregate mill levy of 45.000 mills
- **Total Public Improvement Cost Estimate:** \$42,050,015 for initial boundaries; \$21,081,185 for future inclusion area

Service Plan Details

Section a, Item i.

Proposed Districts:

- Commercial and industrial development land
- Future Inclusion Area – additional commercial and industrial development

Valuations:

- Assessed Valuation projected for initial boundaries: \$215,705,980
- Assessed Valuation projected for inclusion area boundaries: \$121,526,884
- Total Project Actual Valuation: \$337,232,864

Development:

- 296.645 acres of commercial property within initial boundaries and 147.749 acres within inclusion area boundaries
- 3,360,570 square feet of commercial development in initial boundaries and 1,685,000 square feet in inclusion area

Service Plan Details

Section a, Item i.

Financials:

- Maximum Debt Authorization - \$90,000,000
- Projected Total Bond Net Proceeds Needed - \$63,131,200
- Projected Public Improvements - \$63,131,200

Mill Levies:

- Financial Projections for Access 25: 25 mills for debt, 10 mills for O&M
- Total Aggregate Mill Levy: 45 mills in the aggregate (35 mills projected)
- Additional 3 mills for the Town O&M Mill Levy
- Modifications: Subject to Mill Levy Adjustment
- O&M may be increased to 15 mills if non-potable system/service provided, but aggregate mill levy will not exceed 45 mills total for Debt and O&M

Service Plan Details

Section a, Item i.

Debt:

- Maximum Term: 30 years
- Developer Debt Maximum Term: 20 years
- Maximum Voted Interest Rate: 12%
- Maximum Underwriting Discount: 4%

Annual Reports

Section a, Item i.

Significant Events include:

- Narrative of progress implementing the service plan and a summary of the development
- boundary changes;
- policies in force;
- operational updates;
- Proposed plans for upcoming year

Financial Information includes:

- assessed value;
- total acreage;
- financial statements;
- status of Debts; and
- other revenues and expenditures

Intergovernmental Agreement

Section a, Item i.

- Allows for the Districts to own and operate trails and amenities
- Limits water rights ownership and outlines non-potable water system ownership
- Operations and Maintenance allowed for Public Improvements not dedicated to the Town
- Allowance for recurring fees
- Increase in maximum debt authorization for future inclusion area allowed through amendment to Town IGA, once annexed to the Town and included in Districts

Satisfaction of Special District Act Requirements

Section a, Item i.

As required by state law, the Service Plan contains:

1. A description of the proposed services;
2. A financial plan showing financing of proposed services including proposed operating revenue;
3. A preliminary showing how the proposed services are to be provided;
4. A map of the proposed boundaries and estimate of the population and valuation for assessment;
5. A general description of Public Improvements and standards of construction;
6. A general description of the estimated cost of major expenses for organization and initial operation of the district;
7. A description of any proposed agreement with a political subdivision for performance of services; and
8. Information to establish that the criteria in the Special District Act are met.

C.R.S. § 32-1-202(2)

Satisfaction of Special District Act and Town Code Requirements

Section a, Item i.

The Service Plan satisfies all Special District Act and Town Code Requirements:

1. Sufficient existing and projected need;
2. Inadequate existing service;
3. The District can provide economical and sufficient service;
4. The District will have the financial ability to discharge proposed debt;

5. The Service Plan is in substantial compliance with Mead Municipal Code (MMC) Chapter 12 requirements including but not limited to the requirements of MMC Section 12-2-20.

C.R.S. § 32-1-203(2)

MMC § 12-2-50

Any Questions?