

**TOWN OF MEAD, COLORADO**  
**RESOLUTION NO. 24-R-2016**

**A RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENTS FOR TAX INCREMENT REVENUE SHARING BETWEEN THE TOWN OF MEAD, THE TOWN OF MEAD URBAN RENEWAL AUTHORITY, AND OVERLAPPING JURISDICTIONS**

**WHEREAS**, the Board of Trustees of the Town of Mead (the "**Town**") has the power to pass resolutions pursuant to § 31-15-103, C.R.S.; and

**WHEREAS**, the Board of Trustees formed the Town of Mead Urban Renewal Authority (the "**Authority**") by Resolution No. 10-R-2016, on March 28, 2016; and

**WHEREAS**, pursuant to § 31-25-107(9), C.R.S., the Authority provided the Town with the proposed Town of Mead Urban Renewal Plan (the "**Mead Plan**"), which details the inclusion of property in the Urban Renewal Area for the purposes authorized in the Act, including utilizing property and sales tax increment financing ("**TIF**"); and

**WHEREAS**, the Town and the Authority recognize that a division of taxes pursuant to §31-25-107(9)(a), C.R.S., on property within the boundaries of the Town without agreements concerning the sharing of TIF revenue may hinder the effectuation of the Mead Plan and urban renewal within the Urban Renewal Plan Area, and the Town's ability to provide services and facilities therein; and

**WHEREAS**, taxing bodies levying a mill levy or sales tax within the boundaries of the Authority (the "**Overlapping Jurisdictions**") include Weld County, St. Vrain Valley School District RE-1J, Mountain View Fire Protection District, the Town of Mead, the Northern Colorado Water Conservancy District, the St. Vrain & Left Hand Water Conservancy District, the High Plains Library District, the Westridge Metro District, and the St. Vrain Sanitation District; and

**WHEREAS**, the Overlapping Jurisdictions have either signed consent letters acknowledging that the Authority will seek no TIF Financing arrangement with the Overlapping Jurisdiction (each, a "**Consent Letter**"), or entered into a Cooperation Agreement regarding Tax Increment Expenditure and Revenue Sharing with The Town and the Authority (each, a "**Cooperation Agreement**") (collectively, the Consent Letters and the Cooperation Agreements are referred to herein as the "**Agreements**"); and

**WHEREAS**, attached hereto as Exhibits A-1 through A-8 are the Consent Letters and Cooperative Agreements between the Authority and the respective Overlapping Jurisdictions; and

**WHEREAS**, the Town, the Authority and the Overlapping Jurisdictions are authorized to enter such agreements pursuant to law, including without limitation C.R.S. § 31-25-112; and

**WHEREAS**, the Board of Trustees (the “**Board**”) is familiar with the Agreements and finds them to be in the best interest of the Town, the Town’s residents, and the general public.

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

**Section 1. Approval.** The Agreements are hereby approved in substantially the form as attached hereto, subject to technical or otherwise non-substantive modifications, as deemed necessary by the Town Manager in consultation with the Town Planner, Engineer, Legal Counsel, and other applicable staff or consultants.

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

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

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

**INTRODUCED, READ, PASSED, AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF MEAD, THIS 2<sup>ND</sup> DAY OF MAY, 2016.**

**ATTEST:**

**TOWN OF MEAD, COLORADO**

By: \_\_\_\_\_  
Linda Blackston, CMC, Town Clerk

By: \_\_\_\_\_  
Gary R. Shields, Mayor

**EXHIBIT A-1**

**Cooperation Agreement regarding Tax Increment Expenditure and Revenue Sharing with  
Weld County**

## **TAX INCREMENT EXPENDITURE AND REVENUE SHARING AGREEMENT**

THIS AGREEMENT is made and executed effective the \_\_\_ day of \_\_\_\_\_, 2016, by and between the COUNTY OF WELD, COLORADO (hereinafter referred to as "Weld County" or "County"), the TOWN OF MEAD, COLORADO (hereinafter referred to as "Municipality"), and the MEAD URBAN RENEWAL AUTHORITY (hereinafter referred to as "URA").

WITNESSETH:

WHEREAS, by cover letter dated \_\_\_\_\_, 20\_\_\_, and pursuant to C.R.S. § 31-25-107(3.5), Municipality provided Weld County with the proposed Urban Renewal Plan for the 2015 Mead Urban Renewal Area ("Plan"), with an associated Weld County Impact Report, all of which detail URA's and Municipality's intended inclusion of the parcels described in the Plan for the purposes authorized in the Colorado Urban Renewal Law, C.R.S. § 31-25-101, *et seq.*, including utilizing tax increment financing ("TIF Financing"), as contemplated by C.R.S. § 31-25-107(9)(a), for the purposes authorized by the Urban Renewal Law; and

WHEREAS, TIF Financing provides that taxes, if any, levied after the effective date of the approval of the Plan upon taxable property in the area described in the Plan ("Urban Renewal Area") each year shall be divided for a period not to exceed twenty-five (25) years from the effective date of the Plan and that a portion of said property tax revenues (the "TIF Revenue") shall be allocated to and paid into a special fund of URA to pay the principal of, interest on, and any premiums due in connection with bonds of, loans or advances to, or indebtedness incurred by URA for financing an urban renewal project, or to make payments pursuant to an agreement executed pursuant to C.R.S. § 31-25-107(9.5) and C.R.S. § 31-25-107(11); and

WHEREAS, Weld County, Municipality and URA are authorized to enter into an agreement pursuant to C.R.S. § 31-25-107(9.5) and C.R.S. § 31-25-107(11) for the payment of property tax revenue that results from the County levy on taxable property in the Urban Renewal Area, to be allocated pursuant to C.R.S. § 31-25-107(9)(a)(II) (the "County Tax Levy Allocation") for the payment of the costs of any additional county infrastructure or services necessary to offset the impacts of the urban renewal project (the "Urban Renewal Project") described in the Plan, as it may be amended, and revenue sharing, and

WHEREAS, Weld County, Municipality and URA desire to enter into this Agreement for the purposes set forth in C.R.S. § 31-25-107(9.5) and C.R.S. § 31-25-107(11), and

WHEREAS, in consideration of the parties entering into this Agreement, pursuant to C.R.S. § 31-25-107(9.5) and C.R.S. § 31-25-107(11), Weld County waives any right it has to file an objection and ask for mediation or arbitration, pursuant to C.R.S. 31-25-9(5) or C.R.S. § 31-25-107(12).

NOW THEREFORE, in consideration of the covenants, promises and agreements of each of the parties hereto, to be kept and performed by each of them, it is agreed by and between the parties hereto as follows:

1. Sharing of County Levy Allocation: Weld County, Municipality and URA hereby agree to share the County Tax Levy Allocation as follows:

a. URA shall calculate and pay to Weld County fifty per cent (50%) of the revenue produced by the County Tax Levy Allocation each year as revenue sharing authorized under C.R.S. § 31-25-107(11) for the purpose of offsetting costs incurred by the County caused by the URA (which may include improvements and/or maintenance on County's roadways). Such revenues to be paid to the County shall be placed in a separate URA account created for such purpose. Commencing on the date of this Agreement and for a period of twenty-five (25) years from the effective date of the Plan, URA shall pay to the County on or before the 15<sup>th</sup> day of each month all revenues received into such account through the preceding month.

b. The remaining fifty per cent (50%) of the revenue produced by the County Tax Levy Allocation each year may be used by URA for payment of any amounts authorized by the Urban Renewal Plan and Urban Renewal Law, including without limitation payment of documented and certified costs incurred and paid by URA for "Eligible Public Improvements" within the Urban Renewal Area. "Eligible Public Improvements" shall include and be limited to public improvements described in the Plan, including by way of example water lines, sewer lines, water treatment facilities, waste, storm drainage, streets and roads, public works facilities, and police facilities.

2. Plan Approval. The County agrees that the County as an entity will not formally or legally object to the adoption of the Plan.

3. Unincorporated Properties Part of URA. Upon notification that Municipality is considering the adoption of the Plan, County may recommend certain unincorporated properties for inclusion into the Plan if the owners of such properties consent to such inclusion.

4. Consent Concerning Agricultural Land. The District hereby consents, pursuant to C.R.S. § 31-25-107(1)(c)(II)(D), to the inclusion within the Urban Renewal Area of all agricultural lands contained within such Area as described in the Plan.

5. Notification of Intended Amendments to the Plan; Agreement Not Part of Plan. Municipality and URA agree to notify Weld County of any intended amendments to the Plan at least ninety (90) days prior to the public hearing by Municipality to consider such amendment. Both parties agree that this Agreement shall not, upon signature, become part of the Plan, but rather, is a stand-alone agreement authorized pursuant to C.R.S. § 31-25-107(11) and in satisfaction of the requirements of C.R.S. § 31-25-107(9.5). Notice provided to the County of the intended amendment pursuant to this paragraph shall act as compliance with the provisions of C.R.S. § 31-25-107(3.5)(a), requiring notice to the Board of County Commissioners of substantial modification to the Plan.

6. Use of County Tax Levy Allocation. The County agrees to use TIF Revenues received pursuant to this Agreement in accordance with the requirements of C.R.S. § 31-25-107(1) to address the impacts of the Plan on Weld County revenues and on infrastructure and services necessary to serve the Urban Renewal Area.

7. Agreement Confined to County Tax Levy Allocation Revenue. This Agreement applies only to the County Tax Levy Allocation revenues, as calculated, produced, collected and allocated to URA within the Urban Renewal Area in accordance with C.R.S. § 31-25-107(9)(a)(II) and the rules and regulations of the Property Tax Administrator of the State of Colorado, and does not include any other revenues of Municipality or URA. Municipality and Weld County agree that revenue from the County Tax Levy Allocation collected and paid to the County under this Agreement are collections for Weld County within the meaning of Colorado Constitution Article X, Section 20(2)(e).

8. Subordination Consent Required. With the prior written consent of the County, as evidenced by a resolution approved by the Board of County Commissioners, the obligation of URA to pay revenues from the County Tax Levy Allocation to the County may be made subordinate to any payment of the principal of, the interest on, and any premiums due in connection with bonds of, loans or advances to, or indebtedness incurred by URA for financing or refinancing, in whole or in part, the Urban Renewal Project specified in the Plan.

9. Delays. Any delays in or failure of performance by any party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, acts of public enemy, acts of the Federal or state government, acts of any other party, acts of third parties, litigation concerning the validity of this Agreement or relating to transactions contemplated hereby, fire, floods, strikes, labor disputes, accidents, regulations or order of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party. Notwithstanding the foregoing, where any of the above events shall occur which temporarily interrupt the ability of URA to transfer or pay County Tax Levy Allocation revenues as provided in Section 1, as soon as the event causing such interruption shall no longer prevail, URA shall transfer and pay the total amount of the County Tax Levy Allocation revenue that has been received by URA that is then owing to date, as determined according to the provisions of Section 1 to this Agreement.

10. Termination and Subsequent Legislation. In the event of termination of the Plan, including its TIF Financing component, URA and Municipality may terminate this Agreement by delivering written notice to the County. The parties further agree that in the event legislation is adopted after the effective date of this Agreement that invalidates or materially effects any provisions hereof, the parties will in good faith negotiate for an amendment to this Agreement that most fully implements the original intent, purpose and provisions of this Agreement.

11. Entire Agreement. This instrument embodies the entire agreement of the parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. No modification to this Agreement shall be valid unless agreed to in writing by the parties hereto.

12. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors in interest.

13. No Third-Party Enforcement. It is expressly understood and agreed that the enforcement of the terms and conditions of this agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

14. No Waiver of Immunities. No portion of this Agreement shall be deemed to constitute a waiver of any immunities the parties or their officers or employees may possess, nor shall any portion of this agreement be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this agreement.

15. Severability. If any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Further, in the event of any such holding of invalidity, illegality or unenforceability (as to any or all parties hereto), the parties agree to take such action(s) as may be necessary to achieve to the greatest degree possible the intent of the affected provision of this Agreement.

16. No Assignment. No party may assign any of its rights or obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officials to execute this Agreement effective as of the day and year first above written.

COUNTY:

ATTEST: *Ester G. Nesick*  
Clerk to the Board

COUNTY OF WELD, a political Weld County subdivision of the STATE OF COLORADO:

By: *Cheryl A. Hoffman*  
Deputy Clerk to the Board

By: *Barbara Kirkmeyer*  
Barbara Kirkmeyer, Chair  
Board of County Commissioners,  
County of Weld  
DEC 23 2015

APPROVED AS TO FUNDING:

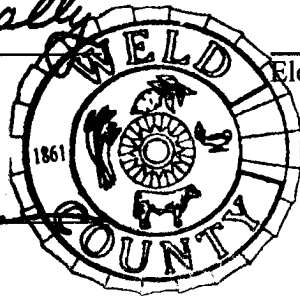
*Barbara J. Connolly*  
Controller

APPROVED AS TO SUBSTANCE:

*Donald M. Warden*  
Elected Official or Department Head

APPROVED AS TO FORM:

*Bonnie E. [Signature]*  
County Attorney



MUNICIPALITY:

ATTEST:

TOWN OF MEAD, a municipal corporation of the STATE OF COLORADO

By: \_\_\_\_\_  
Linda Blackston, Town Clerk

By: \_\_\_\_\_  
Gary Shields, Mayor

URA:

ATTEST:

MEAD URBAN RENEWAL AUTHORITY

By: \_\_\_\_\_  
\_\_\_\_\_, Recording Secretary

By: \_\_\_\_\_  
\_\_\_\_\_, Chairperson



**EXHIBIT A-2**

**Cooperation Agreement regarding Tax Increment Expenditure and Revenue Sharing with  
St. Vrain Valley School District RE-1J**

GARY R. WHITE  
KRISTEN D. BEAR  
WILLIAM P. ANKELE, JR.  
JENNIFER GRUBER TANAKA  
CLINT C. WALDRON  
KRISTIN BOWERS TOMPKINS  
ROBERT G. ROGERS



SEAN ALLEN  
GEORGE M. ROWLEY  
NEIL RUTLEDGE  
ZACHARY P. WHITE  
MEGAN L. TAGGART  
MATTHEW T. ASHLEY  
CASEY K. LEKAHAL  
TRISHA K. HARRIS  
HEATHER L. HARTUNG  
MEGAN MURPHY

April 27, 2016

*VIA Electronic Mail*

St. Vrain Valley School District RE-1J  
C/O Ms. Terry Schueler  
Financial Services Department  
395 South Pratt Parkway  
Longmont, CO 80501

**Re: Consent to Inclusion of Agricultural Land within the Boundaries of the Town  
of Mead Proposed Urban Renewal Authority**

Dear Terry:

Our firm serves as special counsel to the Town of Mead, Colorado (the “**Town**”), and we have been instructed to direct this correspondence to you on our client’s behalf. The Town has recently formed an Urban Renewal Authority (the “**Proposed Authority**”), and plans to adopt an urban renewal plan for the Proposed Authority anticipated in early 2016. You are receiving this correspondence because you are an overlapping district that levies a mill levy within the boundaries of the planned urban renewal area for the Proposed Authority (an “**Overlapping District**”). Accordingly, the Town is requesting your consent to the inclusion of agricultural land within the Authority’s proposed urban renewal plan area.

Pursuant to 31-25-107(1)(c)(II)(D), C.R.S., agricultural land may be included in an urban renewal area if each body that levies a property tax on the subject agricultural land agrees in writing to the inclusion of the agricultural land within the urban renewal area. The Town desires to include agricultural land in the Proposed Authority’s urban renewal plan area, and toward this end the Town is asking for your consent to this inclusion. If you or other representatives of your district have any questions regarding the consent above, I would be more than happy to help answer them. Otherwise, please execute and deliver the attached acknowledgement and consent form to our office at your earliest convenience.

Sincerely,

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

By:   
Robert Rogers

**Acknowledgement and Consent**

By signature below, St. Vrain Valley School District RE-1J, Colorado, as an overlapping school district within the proposed urban renewal plan area for the Mead Urban Renewal Authority, hereby consents to the inclusion of agricultural land in the urban renewal plan area pursuant to section 31-25-107(1)(c)(II)(D), C.R.S.

ST. VRAIN VALLEY  
SCHOOL DISTRICT RE-1J, COLORADO

\_\_\_\_\_

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

**EXHIBIT A-3**

**Cooperation Agreement regarding Tax Increment Expenditure and Revenue Sharing with  
Mountain View Fire Protection District**

## TAX INCREMENT EXPENDITURE AND REVENUE SHARING AGREEMENT

THIS AGREEMENT is made and executed effective the 2<sup>nd</sup> day of March, 2016, by and between the MOUNTAIN VIEW FIRE PROTECTION DISTRICT, a Title 32 special district of the State of Colorado (hereinafter referred to as "Fire District"), the TOWN OF MEAD, a municipal corporation of the State of Colorado (hereinafter referred to as "Municipality"), and the MEAD URBAN RENEWAL AUTHORITY, a body corporate and duly organized and existing as a Title 31 urban renewal authority under the laws of the State of Colorado (hereinafter referred to as "URA").

WITNESSETH:

WHEREAS, by cover letter dated \_\_\_\_\_, 2016, and pursuant to C.R.S. § 31-25-107(3.5), Municipality provided Fire District with the proposed Urban Renewal Plan for the 2016 Mead Urban Renewal Area ("Plan") which details URA's and Municipality's intended inclusion of the parcels described in the Plan for the purposes authorized in the Colorado Urban Renewal Law, C.R.S. § 31-25-101, *et seq.*, including utilizing tax increment financing ("TIF Financing"), as contemplated by C.R.S. § 31-25-107(9)(a); and

WHEREAS, TIF Financing provides that taxes, if any, levied after the effective date of the approval of the Plan upon taxable property in the area described in the Plan ("Urban Renewal Area") each year shall be divided for a period not to exceed twenty-five (25) years from the effective date of the Plan and that a portion of said property tax revenues (the "TIF Revenue") shall be allocated to and paid into a special fund of URA to pay the principal of, interest on, and any premiums due in connection with bonds of, loans or advances to, or indebtedness incurred by URA for financing an urban renewal project, or to make payments pursuant to an agreement executed pursuant to C.R.S. § 31-25-107(9.5) and C.R.S. § 31-25-107(11); and

WHEREAS, Fire District, Municipality and URA are authorized to enter into an agreement pursuant to C.R.S. § 31-25-107(9.5) and C.R.S. § 31-25-107(11) for the payment of property tax revenue that results from the Fire District levy on taxable property in the Urban Renewal Area, to be allocated pursuant to C.R.S. § 31-25-107(9)(a)(II) (the "Fire District Tax Levy Allocation") for the payment of the costs of any additional Fire District infrastructure or services necessary to offset the impacts of the urban renewal project (the "Urban Renewal Project") described in the Plan, as it may be amended, and revenue sharing, and

WHEREAS, Fire District, Municipality, and URA desire to enter into this Agreement for the purposes set forth in C.R.S. § 31-25-107(9.5) and C.R.S. § 31-25-107(11), and

WHEREAS, in consideration of the parties entering into this Agreement, pursuant to C.R.S. § 31-25-107(9.5) and C.R.S. § 31-25-107(11), Fire District waives any right it has to file an objection and ask for mediation or arbitration, pursuant to C.R.S. 31-25-9(5) or C.R.S. § 31-25-107(12).

NOW THEREFORE, in consideration of the covenants, promises and agreements of each of the parties hereto, to be kept and performed by each of them, it is agreed by and between the parties hereto as follows:

1. Sharing of Fire District Levy Allocation: Fire District, Municipality and URA hereby agree to share the Fire District Tax Levy Allocation as follows:

a. URA shall calculate and pay to Fire District fifty percent (50%) of the revenue produced by the Fire District Tax Levy Allocation each year as revenue sharing authorized under C.R.S. § 31-25-107(11) for the purpose of offsetting costs incurred by the Fire District caused by the URA. Such revenues to be paid to the Fire District shall be placed in a separate URA account created for such purpose. Commencing on the date of this Agreement and for a period of twenty-five (25) years from the effective date of the Plan, URA shall pay to the Fire District on or before the 15<sup>th</sup> day of each month all revenues received into such account through the preceding month.

b. The remaining fifty percent (50%) of the revenue produced by the Fire District Tax Levy Allocation each year may be used by URA for payment of any amounts authorized by the Urban Renewal Plan and Urban Renewal Law, including without limitation payment of documented and certified costs incurred and paid by URA for public improvements within the Urban Renewal Area.

2. Plan Approval. The Fire District agrees that the Fire District as an entity will not formally or legally object to the adoption of the Plan.

3. Consent Concerning Agricultural Land. The Fire District hereby consents, pursuant to C.R.S. § 31-25-107(1)(c)(II)(D), to the inclusion within the Urban Renewal Area of all agricultural lands contained within such Area as described in the Plan.

4. Notification of Intended Amendments to the Plan; Agreement Not Part of Plan. Municipality and URA agree to notify Fire District of any intended amendments to the Plan at least ninety (90) days prior to the public hearing by Municipality to consider such amendment. Both parties agree that this Agreement shall not, upon signature, become part of the Plan, but rather, is a stand-alone agreement authorized pursuant to C.R.S. § 31-25-107(11) and in satisfaction of the requirements of C.R.S. § 31-25-107(9.5). Notice provided to the Fire District of the intended amendment pursuant to this paragraph shall act as compliance with the provisions of C.R.S. § 31-25-107(3.5)(a), requiring notice to the Board of Directors of substantial modification to the Plan.

5. Use of Fire District Tax Levy Allocation. The Fire District agrees to use TIF Revenues received pursuant to this Agreement in accordance with the requirements of C.R.S. § 31-25-107(1) to address the impacts of the Plan on Fire District revenues and on infrastructure and services necessary to serve the Urban Renewal Area.

6. Agreement Confined to Fire District Tax Levy Allocation Revenue. This Agreement applies only to the Fire District Tax Levy Allocation revenues, as calculated,

produced, collected and allocated to URA within the Urban Renewal Area in accordance with C.R.S. § 31-25-107(9)(a)(II) and the rules and regulations of the Property Tax Administrator of the State of Colorado, and does not include any other revenues of Municipality or URA. Municipality and Fire District agree that revenue from the Fire District Tax Levy Allocation collected and paid to the Fire District under this Agreement are collections for Fire District within the meaning of Colorado Constitution Article X, Section 20(2)(e).

7. Subordination Consent Required. With the prior written consent of the Fire District, as evidenced by a resolution approved by the Fire District Board of Directors, the obligation of URA to pay revenues from the Fire District Tax Levy Allocation to the Fire District may be made subordinate to any payment of the principal of, the interest on, and any premiums due in connection with bonds of, loans or advances to, or indebtedness incurred by URA for financing or refinancing, in whole or in part, the Urban Renewal Project specified in the Plan.

8. Delays. Any delays in or failure of performance by any party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, acts of public enemy, acts of the Federal or state government, acts of any other party, acts of third parties, litigation concerning the validity of this Agreement or relating to transactions contemplated hereby, fire, floods, strikes, labor disputes, accidents, regulations or order of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party. Notwithstanding the foregoing, where any of the above events shall occur which temporarily interrupt the ability of URA to transfer or pay Fire District Tax Levy Allocation revenues as provided in Section 1, as soon as the event causing such interruption shall no longer prevail, URA shall transfer and pay the total amount of the Fire District Tax Levy Allocation revenue that has been received by URA that is then owing to date, as determined according to the provisions of Section 1 to this Agreement.

9. Termination and Subsequent Legislation. In the event of termination of the Plan, including its TIF Financing component, URA and Municipality may terminate this Agreement by delivering written notice to the Fire District. The parties further agree that in the event legislation is adopted after the effective date of this Agreement that invalidates or materially effects any provisions hereof, the parties will in good faith negotiate for an amendment to this Agreement that most fully implements the original intent, purpose and provisions of this Agreement.

10. Entire Agreement. This instrument embodies the entire agreement of the parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. No modification to this Agreement shall be valid unless agreed to in writing by the parties hereto.

11. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors in interest.

12. No Third-Party Enforcement. It is expressly understood and agreed that the

enforcement of the terms and conditions of this agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

13. No Waiver of Immunities. No portion of this Agreement shall be deemed to constitute a waiver of any immunities the parties or their officers or employees may possess, nor shall any portion of this agreement be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this agreement.

14. Severability. If any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Further, in the event of any such holding of invalidity, illegality or unenforceability (as to any or all parties hereto), the parties agree to take such action(s) as may be necessary to achieve to the greatest degree possible the intent of the affected provision of this Agreement.

15. No Assignment. No party may assign any of its rights or obligations under this Agreement.

*(Signature page follows)*



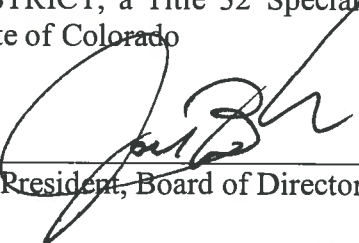
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officials to execute this Agreement effective as of the day and year first above written.

**FIRE DISTRICT**

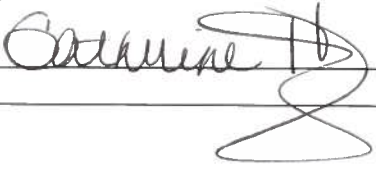
**MUNICIPALITY**

MOUNTAIN VIEW FIRE PROTECTION DISTRICT, a Title 32 Special District of the State of Colorado

TOWN OF MEAD, a municipal corporation of the State of Colorado

By:  \_\_\_\_\_  
President, Board of Directors

By: \_\_\_\_\_  
Town Mayor

Attest:  \_\_\_\_\_  
By: \_\_\_\_\_

Attest: \_\_\_\_\_  
By: \_\_\_\_\_

**URA**

MEAD URBAN RENEWAL AUTHORITY, a body corporate and duly organized and existing under the laws of the State of Colorado

By: \_\_\_\_\_  
Chairperson, Board of Commissioners

Attest: \_\_\_\_\_  
By: \_\_\_\_\_

**EXHIBIT A-4**

**Cooperation Agreement regarding Tax Increment Expenditure and Revenue Sharing with  
Northern Colorado Water Conservation District**

**COOPERATION AGREEMENT**  
**AMONG THE TOWN OF MEAD, COLORADO AND**  
**MEAD URBAN RENEWAL AUTHORITY AND**  
**THE NORTHERN COLORADO WATER CONSERVANCY DISTRICT**  
**MEAD URBAN RENEWAL PLAN**

THIS COOPERATION AGREEMENT is made and executed effective the \_\_\_ day of \_\_\_\_\_, 2016, by and between the NORTHERN COLORADO WATER CONSERVANCY DISTRICT, a Title 32 special district of the State of Colorado the TOWN OF MEAD, a municipal corporation of the State of Colorado (hereinafter referred to as “Town”), and the MEAD URBAN RENEWAL AUTHORITY, a body corporate and duly organized and existing as a Title 31 urban renewal authority under the laws of the State of Colorado (hereinafter referred to as “MURA”). The District, Town, and MURA are referred to herein individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, the Northern Colorado Water Conservancy District (“District”) is a quasi-municipal corporation and political subdivision of the State of Colorado, duly organized and existing under the constitution and the laws of the State of Colorado; and

WHEREAS, by cover letter dated \_\_\_\_\_, 2016, and pursuant to C.R.S. § 31-25-107(3.5), Town provided District with the proposed Urban Renewal Plan for the 2016 Mead Urban Renewal Area (“Plan”) which details MURA’s and Town’s intended inclusion of the parcels described in the Plan for the purposes authorized in the Colorado Urban Renewal Law, C.R.S. § 31-25-101, *et seq.*, including utilizing tax increment financing (“TIF Financing”), as contemplated by C.R.S. § 31-25-107(9)(a); and

WHEREAS, TIF Financing provides that taxes, if any, levied after the effective date of the approval of the Plan upon taxable property in the area described in the Plan (“Urban Renewal Area”) each year shall be divided for a period not to exceed twenty-five (25) years from the effective date of the Plan and that a portion of said property tax revenues (the “TIF Revenue”) shall be allocated to and paid into a special fund of the urban renewal authority to pay the principal of, interest on, and any premiums due in connection with bonds of, loans or advances to, or indebtedness incurred by the urban renewal authority for financing an urban renewal project, or to make payments pursuant to an agreement executed pursuant to C.R.S. § 31-25-107(9.5) and C.R.S. § 31-25-107(11); and

WHEREAS, the District, Town, and MURA recognize that a division of taxes pursuant to C.R.S. § 31-25-107(9)(a) on property within the boundaries of the District without an agreement concerning the sharing of TIF Revenue that results from the District levy on taxable property in the Urban Renewal Area may hinder the effectuation of the Plan and urban renewal projects within the Urban Renewal Area and the District's ability to provide services within the Urban Renewal Area; and

WHEREAS, the District is cooperating with MURA and Town to facilitate carrying out the Plan and urban renewal projects within the Urban Renewal Area; and

WHEREAS, the District and MURA desire to enter into this Agreement for the transfer to the District of property tax revenues that MURA receives from the District levy on taxable property in the Urban Renewal Area; and

WHEREAS, the District and MURA are authorized to enter into this agreement pursuant to law, including without limitation C.R.S §31-25-112; and

WHEREAS, the District and the MURA have determined it is in the best interest of the parties to enter into this agreement to facilitate carrying out the Plan and urban renewal projects within the urban renewal area; and

WHEREAS, in consideration of the parties entering into this Agreement, the District consents to the inclusion within the Urban Renewal Area of all agricultural lands contained within such Area as described in the Plan, pursuant to C.R.S. § 31-25-1-7(1)(c)(II)(D); and

WHEREAS, in consideration of the parties entering into this Agreement, pursuant to C.R.S. § 31-25-107(9.5) and C.R.S. § 31-25-107(11), District waives any right it has to file an objection and ask for mediation or arbitration, pursuant to C.R.S. 31-25-9(5) or C.R.S. § 31-25-107(12).

NOW THEREFORE, in consideration of the foregoing recitals and the covenants, promises and agreements of each of the parties hereto, it is agreed by and among the parties hereto as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated into and made a part of this Agreement.
2. District Tax Levy Allocation. MURA agrees to deposit into a separate account created for such purpose (the "Account"), all of the increase in property tax revenues calculated, produced, and allocated to MURA as a result of the levy of the District upon taxable property within the Urban Renewal Area pursuant to and in accordance with Section 31-25-107(9)(a)(II) of the Act and the rules and regulations of the Property Tax Administrator of the State of Colorado (the "District Tax Levy Allocation"). Commencing on the date of this Agreement and for a period of twenty-five (25) years from the effective date of the Plan, MURA shall transfer to the District on or before the 15th day of each month all revenues received into such Account through the preceding month (the "TIF Remittance"). If area is subsequently included in the Plan by a modification of the Plan approved by the Town of Mead Board of Trustees, and such modification results in TIF Revenues from the District Tax Levy Allocation being allocated to MURA for an additional period beyond twenty-five (25) years from the effective date of the Plan, then MURA shall make the TIF Remittance transfers to the District for such additional period.
3. Changes to Urban Renewal Law Affecting TIF Remittance. The parties agree and acknowledge that the Urban Renewal Law has previously required county assessors to collect

TIF automatically from *all* taxing jurisdictions that overlap an Urban Renewal Area. The Parties further agree and acknowledge that the language of recently enacted House Bill 1348 suggests that municipalities may be able to direct county assessors to collect TIF from only specified districts rather than all overlapping districts, and that this potential change could render the TIF Remittance provision in Paragraph 2 above unnecessary because, rather than remitting the District Tax Levy Allocation back to the District, the Town could direct the county tax assessor at the outset not to collect the District Tax Levy Allocation from the District. The Town represents that it is currently in discussions with the Weld County Tax Assessor (the “Assessor”) regarding the Assessor’s willingness to collect TIF from some but not all overlapping jurisdictions. In the event that the Assessor agrees to collect TIF from some but not all of the taxing jurisdictions in MURA’s plan area, the Town and MURA agree to direct the Assessor not to collect the District Tax Levy Allocation from the District, and the Parties agree and acknowledge that TIF Remittance provision in paragraph 2 above will be of no further force and effect.

4. Use of District Tax Levy Allocation. The District agrees to use TIF Revenues received pursuant to this Agreement in accordance with the requirements of C.R.S. § 31-25-107(1) to address the impacts of the Plan on District revenues and on infrastructure and services necessary to serve the Urban Renewal Area.

5. Plan Approval. The District agrees that the District as an entity will not formally or legally object to the adoption of the Plan.

6. Agreement Confined to District Tax Levy Allocation Revenue. This Agreement applies only to the District Tax Levy Allocation revenues, as calculated, produced, collected and allocated to MURA within the Urban Renewal Area in accordance with C.R.S. § 31-25-107(9)(a)(II) and the rules and regulations of the Property Tax Administrator of the State of Colorado, and does not include any other revenues of Town or MURA. Town and District agree that revenue from the District Tax Levy Allocation collected and paid to the District under this Agreement are collections for District within the meaning of Colorado Constitution Article X, Section 20(2)(e).

7. Subordination Consent Required. With the prior written consent of the District, as evidenced by a resolution approved by the District Board of Directors, the obligation of MURA to pay revenues from the District Tax Levy Allocation to the District may be made subordinate to any payment of the principal of, the interest on, and any premiums due in connection with bonds of, loans or advances to, or indebtedness incurred by MURA for financing or refinancing, in whole or in part, the Urban Renewal Project specified in the Plan.

8. Delays. Any delays in or failure of performance by any party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, acts of public enemy, acts of the Federal or state government, acts of any other party, acts of third parties, litigation concerning the validity of this Agreement or relating to transactions contemplated hereby, fire, floods, strikes, labor disputes, accidents, regulations or order of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party. Notwithstanding the foregoing, where any of the above events

shall occur which temporarily interrupt the ability of MURA to transfer or pay District Tax Levy Allocation revenues as provided in Section 1, as soon as the event causing such interruption shall no longer prevail, MURA shall transfer and pay the total amount of the District Tax Levy Allocation revenue that has been received by MURA that is then owing to date, as determined according to the provisions of Section 1 to this Agreement.

9. Consent Concerning Agricultural Land. The District hereby consents, pursuant to C.R.S. § 31-25-107(1)(c)(II)(D), to the inclusion within the Urban Renewal Area of all agricultural lands contained within such Area as described in the Plan.

10. Notification of Intended Amendments to the Plan; Agreement Not Part of Plan. Town and MURA agree to notify District of any intended amendments to the Plan at least ninety (90) days prior to the public hearing by Town to consider such amendment. Both parties agree that this Agreement shall not, upon signature, become part of the Plan, but rather, is a stand-alone agreement authorized pursuant to C.R.S. § 31-25-107(11) and in satisfaction of the requirements of C.R.S. § 31-25-107(9.5). Notice provided to the District of the intended amendment pursuant to this paragraph shall act as compliance with the provisions of C.R.S. § 31-25-107(3.5)(a), requiring notice to the Board of Directors of substantial modification to the Plan.

11. Termination and Subsequent Legislation. In the event of termination of the Plan, including its TIF Financing component, MURA and Town may terminate this Agreement by delivering written notice to the District. The parties further agree that in the event legislation is adopted after the effective date of this Agreement that invalidates or materially effects any provisions hereof, the parties will in good faith negotiate for an amendment to this Agreement that most fully implements the original intent, purpose and provisions of this Agreement.

12. Entire Agreement. This instrument embodies the entire agreement of the parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. No modification to this Agreement shall be valid unless agreed to in writing by the parties hereto.

13. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors in interest.

14. No Third-Party Enforcement. It is expressly understood and agreed that the enforcement of the terms and conditions of this agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

15. No Waiver of Immunities. No portion of this Agreement shall be deemed to constitute a waiver of any immunities the parties or their officers or employees may possess, nor shall any

portion of this agreement be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this agreement.

16. Severability. If any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Further, in the event of any such holding of invalidity, illegality or unenforceability (as to any or all parties hereto), the parties agree to take such action(s) as may be necessary to achieve to the greatest degree possible the intent of the affected provision of this Agreement.

17. No Assignment. No party may assign any of its rights or obligations under this Agreement.

18. Paragraph Captions. The captions of the paragraphs are set forth only for the convenience and reference of the parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

19. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

20. No Presumption. The parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the party causing the Agreement to be drafted.

21. Days. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to Section 24-11-101(1), C.R.S., such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.

22. Parties Not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the parties shall not be deemed to be partners or joint venturers, and no party shall be responsible for any debt or liability of any other party.

23. Effective Date; Automatic Termination. This Agreement shall be effective as of the date executed on behalf of both parties. This Agreement shall automatically terminate effective September 1, 2017 in the event the Town of Mead Board of Trustees has not by such date adopted a resolution approving the Urban Renewal Plan for the Mead Urban Renewal Area.

*Remainder of page intentionally left blank, signature page follows.*

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officials to execute this Agreement effective as of the day and year first above written.

ATTEST:

NORTHERN COLORADO  
WATER CONSERVANCY DISTRICT

By: Rebecca Morris  
Title: Contracts Coordinator

By: Don Carlson  
Title: ASSIST GEN MGR  
Date: 2-22-16

ATTEST:

TOWN OF MEAD

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

TOWN OF MEAD URBAN RENEWAL  
AUTHORITY

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**EXHIBIT A-5**

**Cooperation Agreement regarding Tax Increment Expenditure and Revenue Sharing with  
St. Vrain and Left Hand Water Conservancy District**

**COOPERATION AGREEMENT**  
**AMONG THE TOWN OF MEAD, COLORADO AND**  
**MEAD URBAN RENEWAL AUTHORITY AND**  
**THE ST. VRAIN AND LEFT HAND WATER CONSERVANCY DISTRICT**  
**MEAD URBAN RENEWAL PLAN**

THIS COOPERATION AGREEMENT is made and executed effective the 19 day of April, 2016, by and between the ST. VRAIN AND LEFT HAND WATER CONSERVANCY DISTRICT, a Title 37 water conservancy district of the State of Colorado, the TOWN OF MEAD, a municipal corporation of the State of Colorado (hereinafter referred to as "Town"), and the MEAD URBAN RENEWAL AUTHORITY, a body corporate and duly organized and existing as a Title 31 urban renewal authority under the laws of the State of Colorado (hereinafter referred to as "MURA"). The District, Town, and MURA are referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the St. Vrain and Left Hand Water Conservancy District ("District") is a political subdivision of the State of Colorado, duly organized and existing under the constitution and the laws of the State of Colorado; and

WHEREAS, by cover letter dated April 15, 2016, and pursuant to C.R.S. § 31-25-107(3.5), Town provided District with the proposed Urban Renewal Plan for the 2016 Mead Urban Renewal Area ("Plan") which details MURA's and Town's intended inclusion of the parcels described in the Plan, and depicted on the February 2016 Proposed Urban Renewal Area Map ("Map"), attached hereto as Exhibit A, for the purposes authorized in the Colorado Urban Renewal Law, C.R.S. § 31-25-101, *et seq.*, including utilizing tax increment financing ("TIF Financing"), as contemplated by C.R.S. § 31-25-107(9)(a); and

WHEREAS, TIF Financing provides that taxes, if any, levied after the effective date of the approval of the Plan upon taxable property in the area described in the Plan ("Urban Renewal Area") each year shall be divided for a period not to exceed twenty-five (25) years from the effective date of the Plan and that a portion of said property tax revenues (the "TIF Revenue") shall be allocated to and paid into a special fund of the urban renewal authority to pay the principal of, interest on, and any premiums due in connection with bonds of, loans or advances to, or indebtedness incurred by the urban renewal authority for financing an urban renewal project, or to make payments pursuant to an agreement executed pursuant to C.R.S. § 31-25-107(9.5) and C.R.S. § 31-25-107(11); and

WHEREAS, the District, Town, and MURA recognize that a division of taxes pursuant to C.R.S. § 31-25-107(9)(a) on property within the boundaries of the District without an agreement concerning the sharing of TIF Revenue that results from the District levy on taxable property in the Urban Renewal Area may hinder the effectuation of the Plan and urban renewal projects within the Urban Renewal Area and the District's ability to provide services within the Urban Renewal Area; and

WHEREAS, the District is cooperating with MURA and Town to facilitate carrying out the Plan and urban renewal projects within the Urban Renewal Area; and

WHEREAS, the District and MURA desire to enter into this Agreement for the transfer to the District of property tax revenues that MURA receives from the District levy on taxable property in the Urban Renewal Area; and

WHEREAS, the District and MURA are authorized to enter into this agreement pursuant to law, including without limitation C.R.S §31-25-112; and

WHEREAS, the District and the MURA have determined it is in the best interest of the Parties to enter into this agreement to facilitate carrying out the Plan and urban renewal projects within the urban renewal area; and

WHEREAS, in consideration of the Parties entering into this Agreement, the District consents to the inclusion within the Urban Renewal Area of all agricultural lands contained within such Area as described in the Plan, pursuant to C.R.S. § 31-25-1-7(1)(c)(II)(D); and

WHEREAS, in consideration of the Parties entering into this Agreement, pursuant to C.R.S. § 31-25-107(9.5) and C.R.S. § 31-25-107(11), District waives any right it has to file an objection and ask for mediation or arbitration, pursuant to C.R.S. § 31-25-9(5) or C.R.S. § 31-25-107(12).

NOW THEREFORE, in consideration of the foregoing recitals and the covenants, promises and agreements of each of the Parties hereto, it is agreed by and among the Parties hereto as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated into and made a part of this Agreement.
2. District Tax Levv Allocation. MURA agrees to deposit into a separate account created for such purpose (the "Account"), all of the increase in property tax revenues calculated, produced, and allocated to MURA as a result of the levy of the District upon taxable property within the Urban Renewal Area pursuant to and in accordance with C.R.S. § 31-25-107(9)(a)(II) of the Act and the rules and regulations of the Property Tax Administrator of the State of Colorado (the "District Tax Levy Allocation"). Commencing on the date of this Agreement and for a period of twenty-five (25) years from the effective date of the Plan, MURA shall transfer to the District on or before the 15th day of each month all revenues received into such Account through the preceding month (the "TIF Remittance"). If area is subsequently included in the Plan by a modification of the Plan approved by the Town of Mead Board of Trustees, and such modification results in TIF Revenues from the District Tax Levy Allocation being allocated to MURA for an additional period beyond twenty-five (25) years from the effective date of the Plan, then MURA shall make the TIF Remittance transfers to the District for such additional period.

3. Changes to Urban Renewal Law Affecting TIF Remittance. The Parties agree and acknowledge that the Urban Renewal Law has previously required county assessors to collect TIF automatically from *all* taxing jurisdictions that overlap an Urban Renewal Area. The Parties further agree and acknowledge that the language of C.R.S. § 31-25-107, as amended by the recently enacted House Bill 15-1348, suggests that municipalities may be able to direct county assessors to collect TIF from only specified districts rather than all overlapping districts, and that this potential change could render the TIF Remittance provision in Paragraph 2 above unnecessary because, rather than remitting the District Tax Levy Allocation back to the District, the Town could direct the county tax assessor at the outset not to collect the District Tax Levy Allocation from the District. The Town represents that it is currently in discussions with the Weld County Tax Assessor (the “Assessor”) regarding the Assessor’s willingness to collect TIF from some but not all overlapping jurisdictions. In the event that the Assessor agrees to collect TIF from some but not all of the taxing jurisdictions in MURA’s plan area, the Town and MURA agree to direct the Assessor not to collect the District Tax Levy Allocation from the District, and the Parties agree and acknowledge that TIF Remittance provision in paragraph 2 above will be of no further force and effect.

4. Use of District Tax Levy Allocation. The District agrees to use TIF Revenues received pursuant to this Agreement in accordance with the statutory authority granted to the District under C.R.S. § 37-45-101 *et seq.*.

5. Plan Approval. The District agrees that the District as an entity will not formally or legally object to the adoption of the Plan.

6. Agreement Confined to District Tax Levy Allocation Revenue. This Agreement applies only to the District Tax Levy Allocation revenues, as calculated, produced, collected and allocated to MURA within the Urban Renewal Area in accordance with C.R.S. § 31-25-107(9)(a)(II) and the rules and regulations of the Property Tax Administrator of the State of Colorado, and does not include any other revenues of Town or MURA. Town and District agree that revenue from the District Tax Levy Allocation collected and paid to the District under this Agreement are collections on behalf of the District within the meaning of Colorado Constitution Article X, Section 20(2)(e). However, such collections shall not cause the District to be in violation of any limitations or restrictions established by Article X, Section 20 of the Colorado Constitution, which, as of the date of this Agreement, have not been waived by the eligible electors of the District.

7. Subordination Consent Required. With the prior written consent of the District, as evidenced by a resolution approved by the District Board of Directors, the obligation of MURA to pay revenues from the District Tax Levy Allocation to the District may be made subordinate to any payment of the principal of, the interest on, and any premiums due in connection with bonds of, loans or advances to, or indebtedness incurred by MURA for financing or refinancing, in whole or in part, the Urban Renewal Project specified in the Plan.

8. Delays. Any delays in or failure of performance by any party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, acts of public enemy, acts of the Federal or state government, acts of any other party, acts of third parties,

litigation concerning the validity of this Agreement or relating to transactions contemplated hereby, fire, floods, strikes, labor disputes, accidents, regulations or order of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party. Notwithstanding the foregoing, where any of the above events shall occur which temporarily interrupt the ability of MURA to transfer or pay District Tax Levy Allocation revenues as provided in Section 1, as soon as the event causing such interruption shall no longer prevail, MURA shall transfer and pay the total amount of the District Tax Levy Allocation revenue that has been received by MURA that is then owing to date, as determined according to the provisions of Section 1 to this Agreement.

9. Consent Concerning Agricultural Land. The District hereby consents, pursuant to C.R.S. § 31-25-107(1)(c)(II)(D), to the inclusion within the Urban Renewal Area of all agricultural lands contained within such Area as described in the Plan.

10. Notification of Intended Amendments to the Plan; Agreement Not Part of Plan. Town and MURA agree to notify District of any intended amendments to the Plan at least ninety (90) days prior to the public hearing by Town to consider such amendment. For the purpose of this Agreement, the parties agree that any modification to the Map constitutes a modification to the Plan. Accordingly, Town and MURA agree to replace Exhibit A hereto with a final version of the map identifying with specificity the parcels included in the approved Plan prior to recordation of this Agreement. Both parties agree that this Agreement shall not, upon signature, become part of the Plan, but rather, is a stand-alone agreement authorized pursuant to C.R.S. § 31-25-107(11) and in satisfaction of the requirements of C.R.S. § 31-25-107(9.5). Notice provided to the District of the intended amendment pursuant to this paragraph shall act as compliance with the provisions of C.R.S. § 31-25-107(3.5)(a), requiring notice to the Board of Directors of substantial modification to the Plan.

11. Termination and Subsequent Legislation. In the event of termination of the Plan, including its TIF Financing component, MURA and Town may terminate this Agreement by delivering written notice to the District. The Parties further agree that in the event legislation is adopted after the effective date of this Agreement that invalidates or materially effects any provisions hereof, the Parties will in good faith negotiate for an amendment to this Agreement that most fully implements the original intent, purpose and provisions of this Agreement.

12. Entire Agreement. This instrument embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties hereto. No modification to this Agreement shall be valid unless agreed to in writing by the Parties hereto.

13. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their successors in interest.

14. No Third-Party Enforcement. It is expressly understood and agreed that the enforcement of the terms and conditions of this agreement, and all rights of action relating to such

enforcement, shall be strictly reserved to the undersigned Parties and nothing in this agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned Parties that any entity other than the undersigned Parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

15. No Waiver of Immunities. No portion of this Agreement shall be deemed to constitute a waiver of any immunities the Parties or their officers or employees may possess, nor shall any portion of this agreement be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this agreement.

16. Severability. If any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Further, in the event of any such holding of invalidity, illegality or unenforceability (as to any or all parties hereto), the Parties agree to take such action(s) as may be necessary to achieve to the greatest degree possible the intent of the affected provision of this Agreement.

17. No Assignment. No Party may assign any of its rights or obligations under this Agreement.

18. Paragraph Captions. The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

19. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

20. No Presumption. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the party causing the Agreement to be drafted.

21. Days. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to C.R.S. § 24-11-101(1), such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.

22. Parties Not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall not be deemed to be partners or joint venturers, and no Party shall be responsible for any debt or liability of any other Party.

23. Effective Date; Automatic Termination. This Agreement shall be effective as of the date executed on behalf of each Party. This Agreement shall automatically terminate effective

September 1, 2017 in the event the Town of Mead Board of Trustees has not by such date adopted a resolution approving the Urban Renewal Plan for the Mead Urban Renewal Area.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officials to execute this Agreement effective as of the day and year first above written.

ATTEST:

ST. VRAIN AND LEFT HAND  
WATER CONSERVANCY DISTRICT

By: *Jimmy Lape*  
Title: *Assistant Treasurer*

By: *Dennis Faulkner*  
Title: *Board President*  
Date: *4/19/16*

ATTEST:

TOWN OF MEAD

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

TOWN OF MEAD URBAN RENEWAL  
AUTHORITY

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT A-6**

**Consent Letter from High Plains Library District**



January 18, 2016

GARY R. WHITE  
KRISTEN D. BEAR  
WILLIAM P. ANKELE, JR.  
JENNIFER GRUBER TANAKA  
CLINT C. WALDRON  
KRISTIN BOWERS TOMPKINS  
ROBERT G. ROGERS



SEAN ALLEN  
GEORGE M. ROWLEY  
NEIL RUTLEDGE  
ZACHARY P. WHITE  
MEGAN L. TAGGART  
MATTHEW T. ASHLEY ✓  
CASEY K. LEKAHAL  
TRISHA K. HARRIS

December 30, 2015

High Plains Library District  
2650 W. 29th Street  
Greeley, CO 80631

**Re: Consent to Inclusion of Agricultural Land within the Boundaries of the Town of Mead Proposed Urban Renewal Authority**

Dear High Plains Library District:

Our firm serves as special counsel to the Town of Mead, Colorado (the “Town”), and we have been instructed to direct this correspondence to you on our client’s behalf. The Town is in the process of forming an Urban Renewal Authority (the “**Proposed Authority**”), with formation and adoption of an urban renewal plan for the Proposed Authority anticipated in early 2016. You are receiving this correspondence because you are a special district that levies a mill levy within the boundaries of the planned urban renewal area for the Proposed Authority (an “**Overlapping District**”), and the Town is requesting your consent regarding certain matters detailed below.

Urban renewal authorities are a tool used by municipalities to provide public improvements, encourage development in blighted areas, revitalize local economies, stabilize property values, and create new jobs. In Colorado, some urban renewal authorities have come under close fire in recent years because they have been used to capture property tax increment from overlapping taxing jurisdictions, such as special districts and counties, without the consent of these entities. The use of tax increment from overlapping taxing jurisdictions is generally referred to as Tax Increment Financing (“TIF”).

*We would like to make it clear that the urban renewal plan being considered by the Town for the Proposed Authority will not authorize or rely on any TIF or any other financial contributions from High Plains Library District. Accordingly, the Town will not be requesting a TIF agreement with your entity. Rather, the Town is requesting: (1) consent to include agricultural land within the Proposed Authority’s urban renewal plan area, and (2) your agreement regarding the selection of a commissioner to represent the Overlapping Districts on the Proposed Authority’s Board of Commissioners.*

**1. Agricultural Land Inclusion Consent:** Pursuant to 31-25-107(1)(c)(II)(D), C.R.S., agricultural land may be included in an urban renewal area if each body that levies a property tax on the subject agricultural land agrees in writing to the inclusion of the agricultural land within

the urban renewal area. The Town desires to include agricultural land in the Proposed Authority's urban renewal plan area, and toward this end the Town is asking for your consent to this inclusion. In considering this request, it should be noted that the anticipated impact of the Proposed Authority on the net revenues of your district will be positive because the Proposed Authority will fund public improvements that will increase your assessed valuation without requiring a TIF contribution from your entity.

**2. Consent to Board of Commissioners Representative Selection:** As a separate matter, pursuant to section 31-25-104(2)(a)(I), C.R.S, the Overlapping Districts within the plan area for the Proposed Authority are entitled to select one representative to serve collectively on their behalf on the Board of Commissioners for the Proposed Authority. As noted above, your district will not be asked to contribute TIF or make any other financial contributions to the Proposed Authority under its urban renewal plan. On the other hand, the Mountain View Fire Protection District ("**Fire District**") is being asked by the Town to contribute TIF under the urban renewal plan of the Proposed Authority. The Fire District is the only Overlapping District with which the Town is seeking such a TIF sharing agreement. In exchange for this financial commitment on the part of the Fire District, the Town and the Fire District are in agreement that it would be most appropriate for the available commissioner seat to be filled by a representative of the Fire District. Your signature below indicates that your entity agrees to such a selection in accordance with section 31-25-104(2)(a)(I), C.R.S.

It bears repeating that your signature below **does not constitute an agreement on behalf of your entity to any TIF or other financial commitments**. Rather, the consent below is an indication of your consent to the inclusion of agricultural property within the Proposed Authority's urban renewal plan area, and your agreement to a Fire District representative serving on the Proposed Authority's Board on behalf of the Overlapping Districts within the Proposed Authority's plan area.

If you or other representatives of your district have any questions regarding the consents above, we would be more than happy to help answer them. Otherwise, please execute and deliver the attached acknowledgement and consent form to our office at your earliest convenience.

Sincerely,

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

By:   
Robert Rogers

**Acknowledgement and Consent**

By signature below, High Plains Library District, Colorado, as an overlapping special district within the proposed urban renewal plan area for the Mead Urban Renewal Authority, hereby: (1) consents to the inclusion of agricultural land in the urban renewal plan area pursuant to section 31-25-107(1)(c)(II)(D), C.R.S.; and (2) consents to selection from time to time by the Mountain View Fire Protection District of a representative to serve on the urban renewal authority's board of commissioners on behalf of the overlapping special districts within the urban renewal area pursuant to section 31-25-104(2)(a)(I), C.R.S.

HIGH PLAINS LIBRARY DISTRICT, COLORADO

Lucile C. Annusch, Chs.

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

**EXHIBIT A-7**

**Consent Letter from Westridge Metropolitan District**

GARY R. WHITE  
KRISTEN D. BEAR  
WILLIAM P. ANKELE, JR.  
JENNIFER GRUBER TANAKA  
CLINT C. WALDRON  
KRISTIN BOWERS TOMPKINS  
ROBERT G. ROGERS



SEAN ALLEN  
GEORGE M. ROWLEY  
NEIL RUTLEDGE  
ZACHARY P. WHITE  
MEGAN L. TAGGART  
MATTHEW T. ASHLEY  
CASEY K. LEKAHAL  
TRISHA K. HARRIS

December 30, 2015

Westridge Metropolitan District  
c/o Pinnacle Consulting Group, Inc.  
1627 E 18th St  
Loveland, CO 80538

**Re: Consent to Inclusion of Agricultural Land within the Boundaries of the Town  
of Mead Proposed Urban Renewal Authority**

Dear Westridge Metropolitan District:

Our firm serves as special counsel to the Town of Mead, Colorado (the “**Town**”), and we have been instructed to direct this correspondence to you on our client’s behalf. The Town is in the process of forming an Urban Renewal Authority (the “**Proposed Authority**”), with formation and adoption of an urban renewal plan for the Proposed Authority anticipated in early 2016. You are receiving this correspondence because you are a special district that levies a mill levy within the boundaries of the planned urban renewal area for the Proposed Authority (an “**Overlapping District**”), and the Town is requesting your consent regarding certain matters detailed below.

Urban renewal authorities are a tool used by municipalities to provide public improvements, encourage development in blighted areas, revitalize local economies, stabilize property values, and create new jobs. In Colorado, some urban renewal authorities have come under close fire in recent years because they have been used to capture property tax increment from overlapping taxing jurisdictions, such as special districts and counties, without the consent of these entities. The use of tax increment from overlapping taxing jurisdictions is generally referred to as Tax Increment Financing (“**TIF**”).

*We would like to make it clear that the urban renewal plan being considered by the Town for the Proposed Authority will not authorize or rely on any TIF or any other financial contributions from Westridge Metropolitan District. Accordingly, the Town will not be requesting a TIF agreement with your entity. Rather, the Town is requesting: (1) consent to include agricultural land within the Proposed Authority’s urban renewal plan area, and (2) your agreement regarding the selection of a commissioner to represent the Overlapping Districts on the Proposed Authority’s Board of Commissioners.*

**1. Agricultural Land Inclusion Consent:** Pursuant to 31-25-107(1)(c)(II)(D), C.R.S., agricultural land may be included in an urban renewal area if each body that levies a property tax on the subject agricultural land agrees in writing to the inclusion of the agricultural land within

the urban renewal area. The Town desires to include agricultural land in the Proposed Authority's urban renewal plan area, and toward this end the Town is asking for your consent to this inclusion. In considering this request, it should be noted that the anticipated impact of the Proposed Authority on the net revenues of your district will be positive because the Proposed Authority will fund public improvements that will increase your assessed valuation without requiring a TIF contribution from your entity.

**2. Consent to Board of Commissioners Representative Selection:** As a separate matter, pursuant to section 31-25-104(2)(a)(I), C.R.S, the Overlapping Districts within the plan area for the Proposed Authority are entitled to select one representative to serve collectively on their behalf on the Board of Commissioners for the Proposed Authority. As noted above, your district will not be asked to contribute TIF or make any other financial contributions to the Proposed Authority under its urban renewal plan. On the other hand, the Mountain View Fire Protection District ("**Fire District**") is being asked by the Town to contribute TIF under the urban renewal plan of the Proposed Authority. The Fire District is the only Overlapping District with which the Town is seeking such a TIF sharing agreement. In exchange for this financial commitment on the part of the Fire District, the Town and the Fire District are in agreement that it would be most appropriate for the available commissioner seat to be filled by a representative of the Fire District. Your signature below indicates that your entity agrees to such a selection in accordance with section 31-25-104(2)(a)(I), C.R.S.

It bears repeating that your signature below **does not constitute an agreement on behalf of your entity to any TIF or other financial commitments.** Rather, the consent below is an indication of your consent to the inclusion of agricultural property within the Proposed Authority's urban renewal plan area, and your agreement to a Fire District representative serving on the Proposed Authority's Board on behalf of the Overlapping Districts within the Proposed Authority's plan area.

If you or other representatives of your district have any questions regarding the consents above, we would be more than happy to help answer them. Otherwise, please execute and deliver the attached acknowledgement and consent form to our office at your earliest convenience.

Sincerely,

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

By:   
Robert Rogers

## Acknowledgement and Consent

By signature below, Westridge Metropolitan District, Colorado, as an overlapping special district within the proposed urban renewal plan area for the Mead Urban Renewal Authority, hereby: (1) consents to the inclusion of agricultural land in the urban renewal plan area pursuant to section 31-25-107(1)(c)(II)(D), C.R.S.; and (2) consents to selection from time to time by the Mountain View Fire Protection District of a representative to serve on the urban renewal authority's board of commissioners on behalf of the overlapping special districts within the urban renewal area pursuant to section 31-25-104(2)(a)(I), C.R.S.

WESTRIDGE METROPOLITAN DISTRICT, COLORADO

JBLI  
BY: JIM BIROSALL  
ITS: MANAGER

**EXHIBIT A-8**

**Consent Letter from St. Vrain Sanitation District**



GARY R. WHITE  
KRISTEN D. BEAR  
WILLIAM P. ANKELE, JR.  
JENNIFER GRUBER TANAKA  
CLINT C. WALDRON  
KRISTIN BOWERS TOMPKINS  
ROBERT G. ROGERS



SEAN ALLEN  
GEORGE M. ROWLEY  
NEIL RUTLEDGE  
ZACHARY P. WHITE  
MEGAN L. TAGGART  
MATTHEW T. ASHLEY  
CASEY K. LEKAHAL  
TRISHA K. HARRIS

December 30, 2015

St. Vrain Sanitation District  
11307 Business Park Circle  
Firestone, CO 80504

LAN 01 2015

**Re: Consent to Inclusion of Agricultural Land within the Boundaries of the Town of Mead Proposed Urban Renewal Authority**

Dear St. Vrain Sanitation District:

Our firm serves as special counsel to the Town of Mead, Colorado (the “Town”), and we have been instructed to direct this correspondence to you on our client’s behalf. The Town is in the process of forming an Urban Renewal Authority (the “Proposed Authority”), with formation and adoption of an urban renewal plan for the Proposed Authority anticipated in early 2016. You are receiving this correspondence because you are a special district that levies a mill levy within the boundaries of the planned urban renewal area for the Proposed Authority (an “Overlapping District”), and the Town is requesting your consent regarding certain matters detailed below.

Urban renewal authorities are a tool used by municipalities to provide public improvements, encourage development in blighted areas, revitalize local economies, stabilize property values, and create new jobs. In Colorado, some urban renewal authorities have come under close fire in recent years because they have been used to capture property tax increment from overlapping taxing jurisdictions, such as special districts and counties, without the consent of these entities. The use of tax increment from overlapping taxing jurisdictions is generally referred to as Tax Increment Financing (“TIF”).

*We would like to make it clear that the urban renewal plan being considered by the Town for the Proposed Authority will not authorize or rely on any TIF or any other financial contributions from St. Vrain Sanitation District. Accordingly, the Town will not be requesting a TIF agreement with your entity. Rather, the Town is requesting: (1) consent to include agricultural land within the Proposed Authority’s urban renewal plan area, and (2) your agreement regarding the selection of a commissioner to represent the Overlapping Districts on the Proposed Authority’s Board of Commissioners.*

**1. Agricultural Land Inclusion Consent:** Pursuant to 31-25-107(1)(c)(II)(D), C.R.S., agricultural land may be included in an urban renewal area if each body that levies a property tax on the subject agricultural land agrees in writing to the inclusion of the agricultural land within

the urban renewal area. The Town desires to include agricultural land in the Proposed Authority's urban renewal plan area, and toward this end the Town is asking for your consent to this inclusion. In considering this request, it should be noted that the anticipated impact of the Proposed Authority on the net revenues of your district will be positive because the Proposed Authority will fund public improvements that will increase your assessed valuation without requiring a TIF contribution from your entity.

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If you or other representatives of your district have any questions regarding the consents above, we would be more than happy to help answer them. Otherwise, please execute and deliver the attached acknowledgement and consent form to our office at your earliest convenience.

Sincerely,

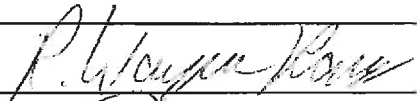
WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

By:  \_\_\_\_\_  
Robert Rogers

## Acknowledgement and Consent

By signature below, St. Vrain Sanitation District, Colorado, as an overlapping special district within the proposed urban renewal plan area for the Mead Urban Renewal Authority, hereby: (1) consents to the inclusion of agricultural land in the urban renewal plan area pursuant to section 31-25-107(1)(c)(II)(D), C.R.S.; and (2) consents to selection from time to time by the Mountain View Fire Protection District of a representative to serve on the urban renewal authority's board of commissioners on behalf of the overlapping special districts within the urban renewal area pursuant to section 31-25-104(2)(a)(I), C.R.S.

ST. VRAIN SANITATION DISTRICT, COLORADO

BY:   
ITS: 