

**TOWN OF MEAD URBAN RENEWAL AUTHORITY
RESOLUTION NO. 1-URA-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 Commissioners of the Town of Mead Urban Renewal Authority (the “**Authority**”) is a public body corporate and politic authorized to transact business and exercise its powers as an urban renewal authority under and pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the “**Act**”), including the power to pass resolutions and enter into contracts and agreements; and

WHEREAS, the Board of Commissioners (the “**Board**”) of the Authority has the power to pass resolutions pursuant to § 31-25-105, C.R.S.; and

WHEREAS, on May 2, 2016 the Board and the Board of Trustees of the Town of Mead approved the Urban Renewal Plan for the Town of Mead Urban Renewal Area (the “**Mead Plan**”), which details the inclusion of the parcels described in the Mead Plan for the purposes authorized in the Act, including utilizing tax increment financing (“**TIF Financing**”), as contemplated by § 31-25-107(9)(a), C.R.S., for the purposes authorized by the Act; 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-9 are the Consent Letters and Cooperative Agreements between the Authority and the respective Overlapping Jurisdictions; and

WHEREAS, 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 Commissioners is familiar with the Agreements and finds them to be in the best interest of the Authority, its residents, and the general public.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Mead Urban Renewal Authority, 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 Chairperson in consultation with applicable staff and 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 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 COMMISSIONERS OF THE TOWN OF MEAD URBAN RENEWAL AUTHORITY, THIS 2nd DAY OF MAY, 2016.

ATTEST:

**TOWN OF MEAD URBAN RENEWAL
AUTHORITY**

Secretary

Chairperson

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 15th 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:

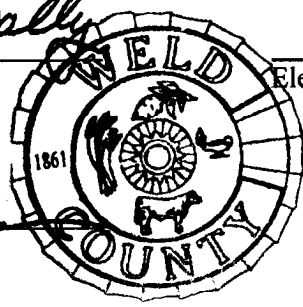
APPROVED AS TO SUBSTANCE:

Barbara J. Connolly
Controller

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**

**INTERGOVERNMENTAL AGREEMENT FOR TAX INCREMENT REVENUE
SHARING
BY AND BETWEEN
THE TOWN OF MEAD URBAN RENEWAL AUTHORITY
AND
ST. VRAIN VALLEY SCHOOL DISTRICT**

This Intergovernmental Agreement (“**Agreement**”), is entered into effective as of the 2nd day of May, 2016 (the “**Effective Date**”), by and between the **TOWN OF MEAD URBAN RENEWAL AUTHORITY**, a body corporate and politic of the State of Colorado (“**MURA**”), whose address is 441 Third Street, P.O. Box 626, Mead, Colorado 80542, and the **ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J**, a political subdivision of the State of Colorado (the “**School District**”), whose address is 395 So. Pratt Parkway, ATTN: Chief Financial Officer, Longmont, CO 80501.

(MURA and the School District may be referred to herein individually as a “**Party**” and may be collectively referred to herein as the “**Parties.**”)

RECITALS

A. MURA is a public body corporate and politic authorized to transact business and exercise its powers as an urban renewal authority under and pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the “**Act**”).

B. The Board of Trustees (the “**Town Board**”) for the Town of Mead (the “**Town**”) approved the creation of MURA on March 28, 2016 and, at that time, designated the Town Board as the MURA Board of Commissioners (the “**Commissioners**”).

C. The School District is a public body corporate and political subdivision of the State of Colorado. The School District’s boundaries overlap MURA’s jurisdictional boundaries such that the School District has the authority to impose a mill levy within MURA’s jurisdictional boundaries.

D. On May 2nd, 2016 the Town Board will consider Resolution No. 22-R-2016 approving the Urban Renewal Plan for the Mead Urban Renewal Plan (the “**Plan**”), which, in addition to creating the Mead Urban Renewal Area, designates a sub-area within the Mead Urban Renewal Area within which tax increment shall be authorized (“**TIF Area**”) for the purposes authorized in the Act, including utilizing tax increment financing (“**TIF Financing**”), as contemplated by C.R.S. § 31-25-107(9)(a). The TIF Area currently includes the parcels more particularly described in **Exhibit A** and as depicted in **Exhibit B** both attached hereto and incorporated herein.

E. The Act provides that taxes levied after the effective date of the approval of an urban renewal plan upon taxable real property in the area described in such urban renewal plan shall be divided each year for a period not to exceed twenty-five (25) years from the effective date of the urban renewal plan and that a portion of said property tax revenues shall be allocated

to and paid into a special fund of the applicable urban renewal authority, as more particularly described in the Act.

F. Pursuant to the Urban Renewal Plan, taxes levied after the effective date of the Town Board's approval of the Urban Renewal Plan on taxable real property located within the TIF Area, as it currently exists or hereafter as it may be modified by expansion, shall be divided each year for a period not to exceed twenty-five (25) years from the effective date of the Urban Renewal Plan and that a portion of said property tax revenues (the "**TIF Revenue**") shall be allocated to and paid into a special fund of MURA to pay the principal of, interest on, and any premiums due in connection with bonds of, loans or advances to, or indebtedness incurred by MURA for financing an urban renewal project or to make payments in accordance with an agreement executed pursuant to C.R.S. § 31-25-107(11).

G. MURA and the School District recognize that a division of taxes pursuant to C.R.S. § 31-25-107(9)(a) on taxable real property within the boundaries of the School District without an agreement concerning the sharing of TIF Revenue may hinder (a) the effectuation of the Urban Renewal Plan and the planned urban renewal projects to be located within the Urban Renewal Plan Area, and (b) the School District's ability to provide its educational services and facilities to its constituents.

H. The Parties acknowledge that the eligible electors of the School District did approve in November 2008 and 2012, and may in the future approve the levy of additional mills by the School District for its operations by way of a School District Mill Levy Override (i.e., additional local revenues in excess of the School District's total program as provided in the Public School Finance Act of 1994, Colorado Revised Statutes Title 22, Article 54, Part 1, or successor act) ("**Mill Levy Overrides**").

I. The Parties further acknowledge that the eligible electors of the School District have also approved the levy of additional mills by the School District for the servicing of the District's issued bonded indebtedness, and may in the future approve the issuance of additional bonded indebtedness, the debt service of which is financed by additional mills. For purposes hereof, the debt service mill levies may include indebtedness incurred as a result of the refunding of any School District debt, now or in the future. Collectively, such debt service levies are referred to herein as "**Debt Service Mill Levies**."

J. Therefore, MURA and the School District desire to enter into this Agreement to provide for the transfer to the School District of certain portions of the TIF Revenue. The School District shall be entitled to receive all of the TIF Revenue generated by the imposition of its mill levies (Mill Levy Overrides and Debt Service Mill Levies, plus annual abatement levies, if any) if and when received by MURA, as a result of the imposition of the Urban Renewal Plan and the collection of the TIF Revenue from the TIF Area as set forth in this Agreement, except for that TIF Revenue that is generated by the mill levy established by the Colorado Public School Finance Act, Sec. 22-54-106., C.R.S., (total program). As of the date of this Agreement, the School District's total program mill levy within the TIF Area is **24.995 mills** (the School District's "**Total Program Mill Levy Increment**").

K. The Parties agree that this division of TIF Revenue and MURA's retention of only the Total Program Mill Levy Increment from such TIF Revenue does not hinder or substantially interfere with the effectuation of the Urban Renewal Plan and the planned urban renewal projects to be located within the Urban Renewal Plan Area, and does not substantially diminish the School District's ability to provide its educational services and facilities to its constituents.

L. In consideration therefore, the School District expressly consents to the formation of the Mead Urban Renewal Area.

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

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 between the Parties hereto as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated into and made a part of this Agreement.

2. TIF Revenue Sharing.

(a) The TIF Area currently consists of undeveloped real property classified as agricultural land. Once developed and reclassified, the TIF Revenue from the TIF Area that is the difference between the assessed value of the real property with ground improvements (e.g. utilities such as sewer) and the assessed value of the real property with improvements to the land (e.g. buildings and structures) shall be retained by MURA for use for Public Improvements (as hereinafter defined), except as provided herein.

(b) Notwithstanding the provisions of paragraph 2(a) herein, and after deducting its Administrative Fee, MURA agrees to transfer to the School District all of the property tax TIF Revenues calculated, raised, produced, allocated, and transferred to MURA as a result of the levy by the School District's Mill Levy Overrides and Debt Service Mill Levies, plus annual abatement levies, if any, now and in the future, upon taxable property within the Urban Renewal Plan TIF 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 for the purposes of compensating the School District for the services it will provide to the Tax Increment Area and for the capital facilities it has constructed, or will construct, for servicing, in whole or in part, students in the Mead area. MURA's obligation to transfer to the School District its designated portion of the TIF Revenues generated by the School District's Mill Levy Overrides and Debt Service Mill Levies, plus annual abatement levies, if any, as described in this Section 2 shall be referred to herein as the "**Transfer Obligation.**"

(c) All revenues from the District's Total Program Mill Levy Increment as described in paragraph J, above, shall remain with MURA to be utilized by it pursuant to its Plan, applicable state law, and MURA Board action, and shall not be subject to MURA's Transfer Obligation.

(d) An administrative fee equal to one percent (1%) of the TIF Revenue as determined on an annual basis shall be retained by MURA (the “**Administrative Fee**”). Notwithstanding anything to the contrary set forth in this Agreement or in the Urban Renewal Plan, MURA shall be entitled to retain the Administrative Fee to pay the reasonable and customary administrative costs of the Authority incurred in connection with MURA’s obligations under this Agreement including, but not limited to, the collection, enforcement, disbursement, and administrative fees and costs related to TIF Revenue and the TIF Area. The Administrative Fee shall be deducted annually from the payments made to the District pursuant to the Transfer Obligation.

3. Agreement Confined to Specified Revenue. This Agreement applies only to TIF Revenue derived from imposition of real property taxes (land and improvements to land) in the TIF Area, if any, that is calculated, produced, allocated and transferred to MURA 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 MURA. The School District agrees and acknowledges that the School District is not entitled to and expressly disclaims any and all right, title or interest in and to any other taxes or revenues collected by MURA, including, without limitation, any personal property tax, sales tax, or private improvement fees.

4. Consent. The School District expressly waives and agrees not to object to: (a) the Town’s or the Commissioners’ approval of the Urban Renewal Plan, including, without limitation, its approval of the use of TIF Financing and collection of TIF Revenue, and (b) MURA’s imposition of any personal property tax, sales tax, private improvement fees or other fees in connection with the Urban Renewal Plan or Urban Renewal Plan Area. This Agreement applies only to the TIF Area as designated in the Plan.

5. Subordination. By written consent of the School District, as evidenced by a future resolution or resolutions approved by the Board of Directors of the School District, the Transfer Obligation 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, any urban renewal project specified in the Urban Renewal Plan.

6. 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 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 to the School District revenues as provided in this Agreement, as soon as the event causing such interruption shall no longer prevail, MURA shall transfer the total amount of the effected revenues that have been received by MURA that is then in the account, as determined according to the provisions of this Agreement.

7. Termination and Subsequent Legislation. This Agreement may be terminated at any time upon the mutual written agreement of MURA and the School District. In addition, in the event of termination of the Urban Renewal Plan, including, without limitation, the provisions of such plan authorizing TIF Financing, MURA may terminate this Agreement by delivering written notice to the School District. MURA may also terminate this Agreement by delivering written notice to the School District if the School District no longer provides any services within the Town. The Parties further agree that in the event legislation is adopted after the Effective Date of this Agreement that invalidates or materially or adversely affects 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.

8. 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.

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

10. 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.

11. No Waiver of Immunities. Nothing contained herein shall be construed as a waiver, in whole or in part, by any Party hereto of the rights, protections, and privileges afforded under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, or under any other law, 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.

12. 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, the Parties will in good faith negotiate for an amendment to this Agreement that achieves to the greatest degree possible the intent of the affected provision of this Agreement.

13. No Assignment. No Party may assign any of its rights or obligations under this Agreement without the express prior written consent of the other Party. Any attempted assignment in violation of this provision shall be null and void and of no force and effect.

Facsimile: 303.858.1801
Email: rrogers@wbapc.com

If to the School District: St. Vrain Valley School District
Attn: Chief Financial Officer
395 So. Pratt Parkway
Longmont, CO 80501

with a copy to: Lyons Gaddis Kahn Hall Jeffers Dworak & Grant, PC
Attn: Blair Dickhoner, Esq.
PO Box 978
515 Kimbark Street, 2nd Floor
Longmont, CO 80502-0978
Telephone: 303.776.9900
Facsimile: 303.776.9100
Email: bdickhoner@lgkhlaw.com

19. 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.

20. 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.

21. Waiver. Pursuant to C.R.S. §31-25-107(11), the School District agrees to waive all provisions of Part 1 of the Act that provide for notice to the School District, require any filing with or by the School District, require or permit consent from the School District, or provide for any enforcement right to the School District.

[Remainder of this page is left intentionally blank]

IN WITNESS WHEREOF, MURA and the School District have caused their duly authorized officials to execute this Agreement effective as of the Effective Date.

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J, a political subdivision of the State of Colorado

By: _____
Title: _____

ATTEST:

_____ ,

TOWN OF MEAD URBAN RENEWAL AUTHORITY, body corporate and politic of the State of Colorado

By: _____
Chairman, Board of Commissioners

ATTEST:

By: _____

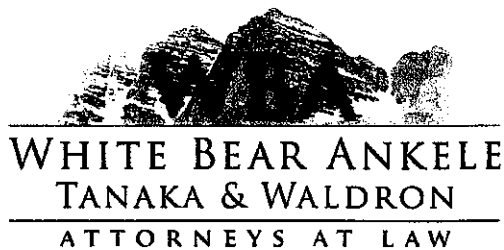
TOWN OF MEAD, Colorado

Acknowledged By: _____
Gary R. Shields, Mayor

ATTEST:

By: _____

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

Therese M Schueler

BY: Therese M Schueler

ITS: Financial Advisor

per Dan Haddad

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 2nd 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 15th 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)

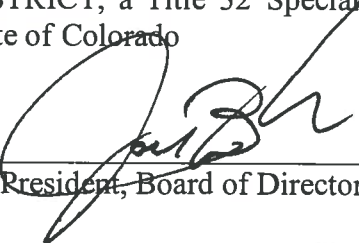
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officials to execute this Agreement effective as of the day and year first above written.

FIRE DISTRICT

MUNICIPALITY

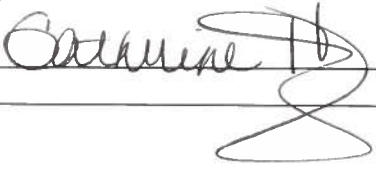
MOUNTAIN VIEW FIRE PROTECTION DISTRICT, a Title 32 Special District of the State of Colorado

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
the Town of Mead, Colorado**

COOPERATIVE AGREEMENT BETWEEN
THE TOWN OF MEAD, COLORADO AND
THE TOWN OF MEAD URBAN RENEWAL AUTHORITY FOR
TAX INCREMENT EXPENDITURE REVENUE SHARING AND ADMINISTRATIVE
SERVICES

THIS Cooperative Agreement for Tax Increment Expenditure Revenue Sharing and Administrative Services (the “**Agreement**”) is made and executed effective the 2nd day of May, 2016, by and between the TOWN OF MEAD, COLORADO (hereinafter referred to as the “**Town**”), and the TOWN OF MEAD URBAN RENEWAL AUTHORITY (hereinafter referred to as the “**Authority**”).

WHEREAS, the Town is a municipal corporation duly organized and existing under the laws of the State of Colorado; and

WHEREAS, the Authority is a corporate body and has been duly organized, established and authorized by the Town to transact business and exercise its powers as an urban renewal authority, all under and pursuant to the Colorado Urban Renewal Law, section 31-25-101, *et seq.*, C.R.S. (the “**Act**”); and

WHEREAS, pursuant to the Town of Mead Municipal Code, Article IV, Section 4-4-50, the Executive Director of the Department of Revenue is responsible for collecting the municipal sales tax in the same manner as the collection, administration and enforcement of the Colorado State sales tax, governed by the provisions of Article 26 of Title 39, C.R.S.; and

WHEREAS, by Town Resolution dated May 2, 2016, the Board of Trustees of the Town (the, “**Board of Trustees**”) approved the Urban Renewal Plan for the Town of Mead (the “**Mead URA Plan**”), which details the intended inclusion of the parcels described in the Mead URA Plan Area (the “**Plan Area**”) for the purposes authorized in the Act, including utilizing tax increment financing (“**TIF Financing**”), as contemplated by C.R.S. § 31-25-107(9)(a), for the purposes authorized by the Act; and

WHEREAS, TIF Financing provides that taxes, if any, levied after the effective date of the approval of an urban renewal plan upon taxable property in the area described in the 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 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 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 Town and the Authority are authorized to enter into an agreement pursuant to C.R.S. § 31-25-107(9) and C.R.S. § 31-25-107(11) for the payment of property tax revenue that results from the municipal levy on taxable property in the Urban Renewal Area, to be allocated pursuant to C.R.S. § 31-25-107(9)(a)(II) (the “**Property Tax Levy Allocation**”) for

the payment of the costs of any additional Town infrastructure or services necessary to offset the impacts of the urban renewal project (the “**Urban Renewal Project**”) described in the Mead URA Plan, as it may be amended, and revenue sharing, and

WHEREAS, the Town and the Authority are authorized to enter into an agreement pursuant to C.R.S. § 31-25-107(9), for the payment of municipal sales tax revenue that results from the Town sales tax imposed in the Urban Renewal Area, to be allocated pursuant to C.R.S. § 31-25-107(9)(a)(II) (the “**Sales Tax Levy Allocation**”) for the payment of the costs of any additional Town infrastructure or services necessary to offset the impacts of the urban renewal project (the “**Urban Renewal Project**”) described in the Mead URA Plan, as it may be amended, and revenue sharing, and

WHEREAS, the Act and Section 18, Article XIV of the Colorado Constitution authorize the Town and the Authority to enter into cooperative agreements, such as this Agreement; and

WHEREAS, the Town and the Authority desire to enter into this Agreement for the purposes set forth in C.R.S. § 31-25-107(9) and C.R.S. § 31-25-107(11), and

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 Property Tax Levy Allocation. Town and the Authority hereby agree to share the Property Tax Levy Allocation as follows:

a. The Authority shall calculate and pay to Town fifty per cent (50%) of the revenue produced by the Property Tax Levy Allocation Town each year as revenue sharing authorized under C.R.S. § 31-25-107(11) for the purpose of offsetting costs and lost revenue incurred by the Town caused by the Authority (which may include improvements and/or maintenance on Town’s roadways). Such revenues to be paid to the Town shall be placed in a separate Authority 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 Mead URA Plan, the Authority shall pay to the Town on or before the 15th 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 Property Tax Levy Allocation each year may be used by the Authority for payment of any amounts authorized by the Mead URA Plan and Act, including without limitation payment of documented and certified costs incurred and paid by the Authority for eligible public improvements within the Urban Renewal Area.

2. Sharing of Sales Tax Levy Allocation. Town and Authority hereby agree to share the Sales Tax Levy Allocation as follows:

a. The Authority shall calculate and pay to Town one hundred per cent

(100%) of the revenue produced by the Sales Tax Levy Allocation each year as revenue sharing authorized under C.R.S. § 31-25-107(9) for the purpose of offsetting costs and lost revenue incurred by the Town caused by the Authority (which may include improvements and/or maintenance on Town's roadways). Such revenues to be paid to the Town shall be placed in a separate Authority 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 Mead URA Plan, the Authority shall pay to the Town on or before the 15th day of each month all revenues received into such account through the preceding month.

b. The Town may elect to receive a lower percentage of Sales Tax Levy Allocation from the Authority based on individual Project Components. If the Town elects to receive a lower percentage of Sales Tax Levy Allocation, the percentage of the Sales Tax Levy Allocation remaining with the Authority may be used by the Authority for payment of any amounts authorized by the Mead URA Plan and the Act, including without limitation payment of documented and certified costs incurred and paid by the Authority for eligible public improvements within the Plan Area.

3. Advance of Sales and Property Tax Revenues.

a. Projected sales and property tax revenues from any urban renewal area designated in the Town of Mead Urban Renewal Area may be advanced by the Town, at the Town's option, to the Authority through December 31, 2041, to be used by the Authority for costs incurred by the Authority for its staffing and consultants in connection with the projects in any urban renewal area designated in an adopted urban renewal plan. Such amounts shall be paid directly to the Authority by the Town and shall be disbursed by the Authority as it deems prudent and necessary for such purposes. Any amounts so advanced by the Town shall be an obligation of the Authority under this Agreement. Such amounts as are advanced shall be payable to the Town from future sales and property tax revenues of the Authority, subject to an annual appropriation by the Board of Commissioners of the Authority. Due to the benefits gained by the Town from the projects in any urban renewal area designated in an adopted urban renewal plan, no interest will be due on the amounts advanced to the Authority by the Town.

4. Use of Town Employees. The Town hereby authorizes the Authority to utilize the services of certain specified Town employees to assist the Authority in work related to urban renewal projects serving the Town. The specific employees and the amount of time devoted to the projects may be modified from time to time by the Town Manager and the Executive Director of the Authority. The Authority shall reimburse the Town for the applicable percentage of each such employees' wages or salary and benefits. The use of such employees by the Authority and the proportionate cost of their services shall be deemed an advance by the Town and an obligation of the Authority hereunder. Such amounts shall be paid each year by the Authority to the Town, subject to an annual appropriation by the Board of Commissioners of the Authority of amounts sufficient to do so. If the Authority fails to reimburse the Town on an

annual basis for the cost of the services of such employees, the Town may retain incremental tax revenues from any urban renewal area to pay such costs.

a. The Town shall retain the right to establish the employees' wages or salary and benefits, and the right to discharge, reassign, or hire employees to perform the services required by the Authority. Except for the percentage of time devoted to the Authority activities which shall be under the direction or control of the Executive Director of the Authority, the Town Manager retains the right to direct and control the employees. The Town, as the employer, has the responsibility for payment of salary or wages to the employee, and for reporting, withholding, and paying any applicable taxes with respect to the employees' wages or salary and payment of Town sponsored employee benefit plans and payment of unemployment compensation as may be required. The Town also retains the right to provide for the welfare and benefit of employees through such programs as professional training. The Authority shall not have any responsibility for the payment or reporting of remuneration paid to the Town's employees, all of such responsibilities being the obligation of the Town. The Town intends to retain the right to maintain the employment relationship between the Town and its employees on a long term, and not a temporary basis. The employees of the Town assigned to work with the Authority know of and consent to employment by the Town and the contract relationship between the Town and the Authority.

b. In the event of any employment related issues with employees assigned to work with the Authority, the Executive Director of the Authority shall report such concerns or issues promptly to the Town Manager who shall be responsible for addressing such concerns. The decision of the Town Manager relating to such employee shall be final, the sole recourse of the Authority being the right to terminate this Agreement.

5. Consent Concerning Agricultural Land. The Town 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 Mead URA Plan.

6. Notification of Intended Amendments to the Plan; Agreement Not Part of Plan. The Authority agrees to notify Town of any intended amendments to the Mead URA 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 Mead URA 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 Town 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 Trustees of substantial modification to the Mead URA Plan.

7. Use of Town Sales Tax Levy Allocation and Property Tax Levy Allocation. The Town 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 Mead URA Plan on Town revenues and on infrastructure and services necessary to serve the Urban Renewal Area.

8. Agreement Confined to Sales Tax Levy Allocation and Property Tax Levy Allocation Revenue. This Agreement applies only to the Town Sales Tax Levy Allocation and Property Tax Levy Allocation revenues, as calculated, produced, collected and allocated to the Authority 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 Authority. Town and Authority agree that revenue from the Town Sales Tax Levy Allocation and Property Tax Levy Allocation collected and paid to the Town under this Agreement are collections for Town within the meaning of Colorado Constitution Article X, Section 20(2)(e).

9. Subordination Consent Required. With the prior written consent of the Town, as evidenced by a resolution approved by the Board of Trustees, the obligation of the Authority to pay revenues from the Sales Tax Levy Allocation and Property Tax Levy Allocation to the Town 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 the Authority for financing or refinancing, in whole or in part, the Urban Renewal Project specified in the Mead URA Plan.

10. 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 the Authority to transfer or pay the Property or Sales Tax Levy Allocation revenues as provided in Sections 1 and 2, as soon as the event causing such interruption shall no longer prevail, the Authority shall transfer and pay the total amount of the Property or Sales Tax Levy Allocation revenue that has been received by the Authority that is then owing to date, as determined according to the provisions of Sections 1 and 2 to this Agreement.

11. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado and shall be subject to the limitations, if any, that are applicable under the Charter or ordinances of the Town.

12. Notices. All notices and other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by first class mail, postage prepaid, addressed as follows:

If to the Town:
Town of Mead, Colorado
441 Third Street
P.O. Box 626
Mead, CO, 80542

If to the Authority:
Town of Mead Urban Renewal Authority
441 Third Street
P.O. Box 626
Mead, CO, 80542

The Town or the Authority may, by notice given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

13. Termination and Subsequent Legislation. In the event of termination of the Mead URA Plan, including its TIF Financing component, the Authority and Town may terminate this Agreement by delivering written notice to the each other as provided for herein. 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.

14. 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.

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

16. 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.

17. 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.

18. 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.

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

(remainder of this page intentionally left blank)

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.

TOWN:

ATTEST:

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

By: _____
Linda Blackston, Town Clerk

By: _____
Gary Shields, Mayor

THE AUTHORITY:

ATTEST:

MEAD URBAN RENEWAL AUTHORITY

By: _____
Linda Blackston, Recording Secretary

By: _____
Chairperson

EXHIBIT A-5

**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-6

**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-7

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

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-8

Consent Letter with 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-9

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
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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.

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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.

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.

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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,

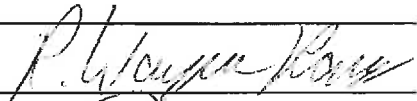
WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

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: 