

**TOWN OF MEAD, COLORADO
ORDINANCE NO. 972**

**AN ORDINANCE OF THE TOWN OF MEAD, COLORADO, APPROVING
THAT CERTAIN FIRST AMENDMENT TO ANNEXATION AGREEMENT –
GOPHER RV PARK AND CAMPGROUND ANNEXATION**

WHEREAS, the Town of Mead and GGRV, LLC, a Colorado limited liability company (“GGRV”) are parties to that certain Annexation Agreement – Gopher RV Park and Campground Annexation recorded on June 9, 2020 at Reception No. 4597302 in the real property records of Weld County, Colorado (the “Annexation Agreement”); and

WHEREAS, GGRV has, through counsel, formally requested that the Annexation Agreement be amended to provide that the reduced impact fees, as set forth in the Annexation Agreement, be locked in for a period of five (5) years, and that said fees be paid to a Town on a schedule mutually acceptable to the Town and GGRV; and

WHEREAS, the Town and GGRV have agreed on the terms and conditions set forth in that certain First Amendment to Annexation Agreement, a copy of which is attached to this Ordinance as **Exhibit 1** and incorporated herein by reference (the “First Amendment”); and

WHEREAS, the Board of Trustees desires to approve the First Amendment and further desires to authorize the Mayor to execute the First Amendment; and

WHEREAS, paragraph 22.c. of the Annexation Agreement requires that any amendment to the Annexation Agreement must be in writing and signed by both the Town and GGRV.

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

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

Section 2. Approval of First Amendment. The Board of Trustees hereby: (a) approves the First Amendment in substantially the form attached to this Ordinance as **Exhibit 1**; (b) authorizes the Town Attorney, in consultation with the Mayor and Town Manager, to make such changes as may be necessary to correct any non-material errors or language in the First Amendment that do not increase the obligations of the Town; and (c) authorizes the Mayor to execute the First Amendment and the Town Clerk to attest the Mayor’s signature on the First Amendment. Following mutual execution of the First Amendment by the Town and GGRV, the Town shall cause the fully executed First Amendment to be recorded in the real property records of Weld County, Colorado.

Section 3. Effective Date. This ordinance shall be published and become effective as provided by law.

Section 4. Severability. If any part, section, subsection, sentence, clause or phrase of this

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

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

Section 6. Certification. The Town Clerk shall certify to the passage of this ordinance and make not less than one copy of the adopted ordinance available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 13TH DAY OF SEPTEMBER, 2021.

ATTEST:

By: _____

Mary E. Struthers, MMC, Town Clerk



TOWN OF MEAD:

By: _____

Colleen G. Whitlow, Mayor

Exhibit 1

**FIRST AMENDMENT
TO
ANNEXATION AGREEMENT
GOPHER RV PARK AND CAMPGROUND ANNEXATION**

(attached)

**FIRST AMENDMENT
TO
ANNEXATION AGREEMENT
GOPHER RV PARK AND CAMPGROUND ANNEXATION**

THIS FIRST AMENDMENT TO ANNEXATION AGREEMENT (“First Amendment”) is entered into by and between the **TOWN OF MEAD, COLORADO**, a municipal corporation of the State of Colorado (the “Town”) and **GGRV, LLC**, a Colorado limited liability company (the “Annexor”) (together, the “Parties”).

RECITALS AND REPRESENTATIONS

WHEREAS, the Town and Annexor entered into that certain Annexation Agreement for the Gopher RV Park and Campground Annexation recorded on June 9, 2020 at Reception No. 4597302 in the real property records of Weld County, Colorado (the “Agreement”); and

WHEREAS, paragraph 22.c. of the Agreement requires that any amendment to the Agreement must be in writing and signed by both Parties; and

WHEREAS, Exhibit B, paragraph 4. of the Agreement contains the following special provision:

4. Annexor is responsible for a one-time development fee of \$1,945 per cottage and \$972.50 per RV/travel trailer stall. Fee is calculated by taking the sum of 50% or 25%, respectively, of the Town's transportation and municipal facilities impact fees for multi-family developments and the full standard stormwater impact fee, as adopted by Ordinance 816, unless new impact fee schedule has been updated prior to issuance of development permits, in which case new fees shall apply. There shall be no fee allocation for camp sites. Payment shall be due on a phase-by-phase basis and, within each phase, prior to the issuance of the first certificate of occupancy associated with a permanent building within such phase (including, as to Phase I, but not limited to, either of two bathhouses or caretakers’ residence), as identified in the approved site plan. In no event shall commercial use of the PROPERTY, as contemplated by the approved site plan, be initiated prior to payment of the applicable development fee as herein described. Fee shall be paid in lieu of standard commercial impact fees. Impact fees related to retail/commercial structures on-site shall be calculated according to adopted fee schedule and paid at time of building permit issuance.

(“Paragraph 4”); and

WHEREAS, the Town adopted new impact fees by Ordinance No. 947 dated November 30, 2020 (and as amended by Ordinance No. 951 dated February 8, 2021); and

WHEREAS, by letter dated August 9, 2021, the Annexor has requested that the Agreement be amended to provide that the reduced impact fees, as set forth in Paragraph 4, be locked in for a period of five (5) years and that the payment of the impact fees be paid to the Town prior to the issuance of building permits for each phase; and

WHEREAS, the Parties have discussed the Applicant's request and have agreed that the reduced impact fees be locked in for a period of five (5) years, conditioned on the total amount of the reduced impact fees being fully paid by the Annexor to the Town on or prior to the date on which the Annexor submits the improvement guarantee/project collateral to the Town under the terms of the Site Plan Agreement; and

WHEREAS, the Parties desire to amend the Agreement by amending Paragraph 4 as set forth in this First Amendment.

NOW, THEREFORE, in consideration of the benefits and obligations of the Agreement and this First Amendment, the Parties mutually agree as follows:

1.0 AMENDMENT OF PARAGRAPH 4. OF EXHIBIT B (SPECIAL PROVISIONS APPLYING TO THE GOPHER RV PARK AND CAMPGROUND ANNEXATION)

Paragraph 4 of Exhibit B is hereby amended to read in full as follows:

4. Notwithstanding Paragraph 15 of the Agreement (Development Impact Fees) and the Development Impact Fees set forth in Article VI of Chapter 4 of the Mead Municipal Code, Annexor shall pay a one-time development fee of \$1,945 per cottage and \$972.50 per RV/travel trailer stall (the "Reduced Impact Fees"), which Reduced Impact Fees shall be payable to the Town in advance on a lump-sum basis prior to the issuance of any development permits associated with the PROPERTY, as specifically set forth in the table below.

Phase 1

143 RV/travel trailer stalls * \$972.50 per RV/travel trailer stall = \$139,067.50
9 Cottages * \$1,945 per cottage = \$ 17,505.00

Subtotal (Phase 1) = \$156,572.50

Phase 2

0 RV/travel trailer stalls * \$972.50 per RV/travel trailer stall = \$ 0.00
4 Cottages * \$1,945 per cottage = \$ 7,780.00

Subtotal (Phase 2) = \$ 7,780.00

Total (Phase 1 + Phase 2) = \$164,352.50

The Reduced Impact Fees shall remain in full force and effect from the Effective Date of the First Amendment through December 31, 2026. There shall be no impact fees paid on camp sites. Payment of the total amount of the Reduced Impact Fees shall be due to the Town on or prior to the date on which the Town issues any grading permit, ROW permit, flood hazard development permit or other permit required for the development of the PROPERTY (the "Development Permits"). The Annexor agrees to submit the full amount of the Reduced Impact Fees, totaling \$164,352.50, on or prior to the date on which the Annexor submits the improvement guarantee required by the Site Plan Agreement. No Development Permits shall issue until: (1) the Town has confirmed receipt of the full amount of the Reduced Impact Fees; and (2) Annexor has submitted the improvement guarantee required by the Site Plan Agreement. In no event shall retail/commercial use of the PROPERTY, as contemplated by the approved site plan, be initiated prior to payment of the applicable Development Impact Fees set forth in Article VI of Chapter 4 of the Mead Municipal Code, as the same may be amended from time to time. Impact fees related to retail/commercial structures on-site shall be calculated according to the Town's adopted fee schedule and paid prior to building permit issuance.

2.0 EFFECTIVE DATE OF FIRST AMENDMENT

This First Amendment shall be effective on the effective date of Ordinance No. 972, an Ordinance Approving the First Amendment to Annexation Agreement.

3.0 NO OTHER MODIFICATION OF AGREEMENT

The Parties do not intend by this First Amendment to modify the terms and conditions of the Agreement except as expressly provided by this First Amendment.

4.0 RECORDING OF FIRST AMENDMENT

Following the Effective Date of this First Amendment, as set forth in Section 2.0 above, the Town Clerk's Office shall cause a copy of this First Amendment to be recorded in the real property records of Weld County, Colorado.

5.0 AUTHORITY

The individuals executing this First Amendment represent that they are expressly authorized to enter into this First Amendment on behalf of the Town of Mead and the Annexor and bind their respective entities.

[signature pages follow]

TOWN OF MEAD, COLORADO

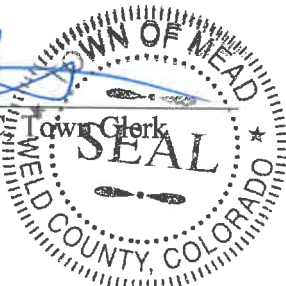
By: Colleen Whitlow
Colleen G. Whitlow, Mayor, Authorized Pursuant
to Ordinance No. **972**

Date of execution: September 13, 2021

ATTEST:

REVIEWED BY:

Mary Strutt
Mary Strutt, CMC, Town Clerk



Marcus McAskin
Marcus McAskin, Town Attorney

ANNEXOR: GGRV, LLC, a Colorado limited liability company

By: Chris A. Cain Linda M. Cain

Name: Chris A. Cain Linda M. Cain

Title: Manager Manager

STATE OF COLORADO)
) ss.
COUNTY OF Weld)

The foregoing instrument was acknowledged before me this 26th day of August, 2021, by Chris A. Cain Linda M. Cain as Managers of GGRV, LLC, a Colorado limited liability company. Witness my hand and official seal.

My commission expires:

09/21/2024

Amber Lee Cadillo
Notary Public

