



BOARD OF TRUSTEES

441 3rd Street, Mead
Tuesday, May 30, 2023

AGENDA

I. 6:00 p.m. to 10:00 p.m.
REGULAR MEETING
Meeting to be held remotely via Zoom

In accordance with the Town's Remote Participation and Remote Meeting Policy adopted by the Board of Trustees on March 13, 2023 by Resolution No. 21-R-2023, the May 30, 2023 regular meeting will be conducted as a Remote Meeting based on the determination of the Mayor and Town Manager that an in person meeting is not practical or prudent due to the ongoing renovations at Town Hall. The meeting link will be provided on the Town's website/designated posting place at least 24 hours prior to the meeting.

1. Call to Order – Roll Call

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

2. Moment of Silence

3. Pledge of Allegiance to the Flag

4. Review and Approve Agenda

5. Staff Report: Town Manager Report

[a.](#) Manager Report

6. Informational Items

[a.](#) Weld County Referral on Annexation

7. Proclamations

[a.](#) Mead High School Girls Lacrosse Team 2023 4A State Champions Day June 9, 2023

[b.](#) Colorado Bike Month June 2023 and Colorado Bike to Work Day June 28, 2023

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

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

[a.](#) Approval of Minutes - Regular Meeting May 8, 2023

[b.](#) April 2023 Financials

[c.](#) Check Register May 30, 2023

[d.](#) **Resolution No. 35-R-2023** – A Resolution of the Town of Mead, Colorado, Adopting a Comprehensive Fee Schedule

[e.](#) **Resolution No. 36-R-2023** – A Resolution of the Town of Mead, Colorado, Granting Conditional Acceptance of the Public Improvements Associated with the Agfinity Station Development

- f. **Resolution No. 37-R-2023** – A Resolution of the Town of Mead, Colorado, Granting Conditional Acceptance of the Range View Estates Off-Site Sewer Improvements (Range View Estates – Amended Plat No. 1)
- g. **Resolution No. 38-R-2023** – A Resolution of the Town of Mead, Colorado, Approving a Special Project Task Order with Wilson & Company, Inc., Engineers & Architects to Perform Engineering Services for the Safe Routes to School Project (3rd Street Trail Extension)
- h. **Resolution No. 39-R-2023** – A Resolution of the Town of Mead, Colorado, Approving 3rd Amendment to Special Project Task Order for Felsburg Holt & Ullevig, Inc. to Complete Final Design of the 3rd and Welker Intersection
- i. **Resolution No. 40-R-2023** – A Resolution of the Town of Mead, Colorado, Awarding the Bid and Approving a Construction Agreement Between the Town and Martin Marietta Materials, Inc. for Asphalt Patching Project (IFB 2023-002)
- j. **Ordinance No. 1035** – An Ordinance of the Town of Mead, Colorado, Approving a Lease Agreement with Deere Credit, Inc. for the Lease of a 772G John Deere Motor Grader with Option to Purchase

10. Public Hearing

a. First Reading: Building Code Update

- i. **Ordinance No. 1036** – An Ordinance of the Town of Mead, Colorado, Amending Certain Provisions of Article II, Article II, Article VI, Article VII, Article XI and Article XII of Chapter 18 of the Mead Municipal Code Concerning Building and Fire Code Regulations, Adopting by Reference, Respectively, and the International Plumbing Code, 2021 Edition, the International Energy Conservation Code, 2021 Edition, Both Promulgated by the International Code Council, the National Electrical Code NFPA 70, 2023 Edition, Promulgated by the National Fire Protection Association, Inc. and as Adopted by the State of Colorado, and the International Fire Code, 2021 Edition, also Promulgated by the International Code Council

b. Public Hearing: Parking Regulations

- i. **Ordinance No. 1037**- An Ordinance of the Town of Mead, Colorado, Amending Mead Municipal Code Section 16-2-90, Regarding Residential Parking Requirements

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

12. Elected Official Reports

- a. Town Trustees
- b. Mayor Whitlow

13. Adjournment

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

TO: Honorable Mayor and Trustees

FROM: Helen Migchelbrink, Town Manager

DATE: May 30, 2023

SUBJECT: Town Manager Report

- The ownership of Mead Towne Center (234 Main Street) changed hands last week. The new owners are developing strategies for moving forward to complete the project.
- Agfinity received a Certificate of Occupancy for their gas station / convenience store on May 10th. The public improvements contribution from Mead Urban Renewal Authority is being issued today.
- The first nine single family building permits for homes at Red Barn were issued last week.
- The next Board of Trustees meeting will be held remotely on June 12 at 6:00 p.m. A Mead Urban Renewal Authority meeting will be held at 5:15 p.m. on that same date, also remotely. The June 26th Board of Trustees meeting is cancelled due to a conflict with the annual CML conference occurring that same week.
- The annual Town-Wide Garage Sale is scheduled for Saturday, June 24. Registration forms must be received by June 16. More information on the garage sale can be found here <https://www.townofmead.org/communications/webform/2023-town-wide-garage-sale>
- Ritchie Bros conducted its quarterly auction May 24 with over 5000 items sold.
- Mead Elementary 3rd grade local government day was May 22. Staff attended along with Mayor Whitlow to provide information on the roles of staff and officials in government.
- The Mead Area Chamber of Commerce will kick off the summer with a Block Party June 10th at Mead Town Park from 3-8 p.m. The event will include live music, vendors, food trucks, children's activities, and a cornhole tournament.
- Heavy hail and rain hit Mead on May 9th from about 10:30 p.m. to 11:45 p.m. At least one town vehicle sustained hail damage. At CIRSA's recommendation, a claim was filed to have an adjuster come out and look at all vehicles and property. The storm resulted in washed out areas on WCR 7 north of WCR 38 and on WCR 38 west of WCR 7. Both roads were shut down for several days for repair and maintenance.
- A team from CliftonLarsonAllen were in the offices from May 8th through May 16th to prepare the annual audited financial statements. Staff supported their efforts. They are scheduled to present to the Board on July 31st.
- The recent heavy rains have filled the Mead Ponds with water. Many residents have been taking the opportunity to fish out there.
- Mead Motorheads held their annual car show festival on Memorial Day in the Town Park.
- The summer series of Meet, Eat and Greet kicks off on Tuesday, June 20, at North Creek Park at 6:00 p.m. Mayor Whitlow and the Trustees will be on hand to meet with residents and hear ideas and concerns.
- KnucklePuck Brew Pub has expanded their liquor service area to include outdoor areas in the grass and lot to allow for summer events including cornhole.
- Current road closures due to construction include WCR 13, WCR 5 and WCR 9.5 south of Hwy 66. Full updates can be found on the town's website: <https://www.townofmead.org/engineering/page/street-maintenanceroad-closures>.
- The boardroom/courtroom in Town Hall is starting to take shape. The new conference room walls have been erected and the dais is framed. Electrical and low voltage wiring are being completed.

- Municipal Court was held remotely on May 18th with 34 cases on the docket. Prosecutor Colette Cribari is retiring in June, so the Town is looking for a new prosecutor.
- The State legislative session ended a few weeks ago. The highly controversial land use bill, SB 23-213, which was intended to usurp local planning regulations and institute State mandated rules, did not reach the full house and thus was not passed. Chances are good that some form of this bill will return next year.
- Key projects update:
 - 3rd and Welker Intersection – The property acquisition team has been initiated and staff is in the process of reviewing the various related forms, including notice of intent, appraisal, releases and valuations. Staff is exploring an option to lease adjacent property from OmniTrax for drainage.
 - Mead Community Center – Staff has selected Heath Steel for the pre-engineered metal building design. A scoping meeting is scheduled for June 5.
 - SH66 Pedestrian Crossing – The biweekly progress meeting was held on May 19 and the team continues to develop the design options of both overpass and underpass. The structure selection is expected in June.
- YTD totals for new single family home permits:
 - 2023 YTD: 47 SF Permits, 52 Certificates of Occupancy
- Boards and Commissions
 - Staff will be requesting, at the June 12th Board meeting, the appointment of Chad Rademacher for the vacant alternate position for the Planning Commission. Mr. Rademacher has attended the last two meetings (April and May) and introduced himself to the Commissioners at the last (May) meeting. If the Board is aware of any other citizens who may be interested in serving on the Planning Commission, please encourage them to reach out to Jason or Mary. The other alternate member, Mr. Tim Moorman, is interested in resigning from the Commission once there is a replacement for his seat. Mr. Moorman is frequently traveling with his family and is no longer able to commit to regular attendance at the Planning Commission meetings.
 - The Finance Committee receives monthly updates and has no scheduled in-person meetings.
- Human Resources
 - The Town is advertising open positions using NeoGov recruiting platform <https://www.governmentjobs.com/careers/townofmead>
 - Open positions include Maintenance Tech I/II/III and Police Officer.

Community Development

- The Buffalo Highlands annexation and zoning applications are scheduled to be reviewed by the Planning Commission on May 17th and Board on June 12th.
- The Club Car Wash and the Lawson Construction Site Plans are both scheduled to appear before the Board this summer.
- The Liberty Ranch Municipal Facilities Master Plan will be presented to the Board this summer.

Public Works and Engineering

- A pre-construction meeting was held with Burnt Mountain Construction for the annual concrete removal and replacement project, and construction is expected to begin after Memorial Day. Code violation notices have been sent, primarily to downtown locations, regarding tree pruning in advance of the upcoming street maintenance projects.
- A design kick-off meeting was held for the Liberty Ranch Park restroom project. Other Liberty Ranch Park maintenance activities are underway to spruce up the planting bed areas.
- Staff supported the flag retirement ceremony on Saturday, May 20.

Community Engagement

- Fishing is Fun Fishing Clinic is scheduled for June 3 at Lorin Mead Park at Highland Lake. The first 75 children to participate in all three education sessions will receive a free fishing pole.
- Registration is ongoing for 2023 summer camps. More information on Skyhawks & Challenger can be found here: <https://www.townofmead.org/parksandrec/page/youth-sport-camps>
- Community Engagement is coordinating a Press Release to officially announce the collaboration with Comcast and the services they will offer to Mead residents.
- Rockin' N Reelin' has moved to Friday nights starting June 16. Our first concert of the summer will feature Ronnie Raygun & the Big 80's, food trucks, adult beverages, and free activities. The fun starts at 5:30 p.m. at Town Park, the live music begins at 6:30 p.m.

Police Department

- The Mid-May Monthly Report is attached.
- The department is staffed at 13 sworn personnel out of the 16 authorized. 1 candidate has accepted a conditional job offer for police officer.
- The public meetings for facial recognition feedback have been posted for May 23, 25, and 31. Residents may also submit feedback on the town's website. <https://www.townofmead.org/police/page/facial-recognition-technology>



Mead Police Department

Mid Monthly Activity - May 2023

NOTABLE CALLS FOR SERVICE:

Animal Complaint – 2100 block of Chianina Street – 23ML00271 – 05/01/2023
Dog attacked another dog.

Subject with a Warrant – Highway 66 / WCR 5.5 – 23ML00272 – 05/02/2023
Traffic stop resulted in arrest of passenger on active warrant.

Drug Related Activity – Highway 66 / WCR 5.5 – 23ML00273 – 05/02/2023
Drugs related to traffic stop and arrest above.

Disturbance – Highway 66 / WCR 7 – 23ML000274 – 05/03/2023
Road rage resulted in one vehicle striking the other. Driver cited.

Sex Offense – [REDACTED] WCR 7 – 23ML00276 – 05/03/2023
Reported inappropriate touching. Under investigation.

Harass – Western Meadows – 23ML00275 – 05/03/2023
One person accusing another of owing money.

Sex Offense – [REDACTED] Welker Avenue – 23ML00277 – 05/04/2023
Student receiving texts that attempt to extort money.

Code – [REDACTED] Wrangler Way – 23ML00278 – 05/04/2023
Chicken permit inspection.

Fraud – Mead – 23ML00279 – 05/04/2023
Unemployment fraud.

Check Wellbeing – 2200 block of Pineywoods Street – 23ML00281 – 05/04/2023
Welfare check on child.

Theft – [REDACTED] Third Street – 23ML00280 – 05/04/2023
Juveniles shoplifting. Cited.

Fraud – [REDACTED] 8th Street – 23ML00282 – 05/05/2023
Unemployment fraud.

Code – [REDACTED] 5th Street – 23ML00284 – 05/06/2023
Chicken permit inspection.

Crash – WCR 7 / Highway 66 – 23ML00285 – 05/06/2023
2 vehicles, rear-end collision.

Subject with a Warrant – [REDACTED] Settler Ridge Dr – 23ML00286 – 05/06/2023
Subject arrested on active warrant.

Vandalism – [REDACTED] Rosemary Lane – 23ML00287 – 05/06/2023
House egged. 3 suspects cited.

Fraud – Mead – 23ML00289 – 05/07/2023
Online purchase of dog that was never delivered.

Traffic Stop – E I25 Frontage Rd / WCR 32 – 23ML00290 – 05/08/2023
The driver stopped for vehicle malfunction and found to have two arrest warrants.

Theft – 13700 block of Siltstone Street – 23ML00293 – 05/10/2023
License plate stolen from a trailer.

Liquor License Inspection – [REDACTED] E I25 Frontage Road – 23ML00294 – 05/11/2023
Liquor inspection of Knuckle Puck Brewing.

Drugs / Theft – Grand View Cir / Colorado Blvd – 23ML00295 – 05/11/2023
Officer contacted a suspicious vehicle. The plate on the vehicle was stolen and drugs were in the vehicle. Subject arrested.

DUI Crash – [REDACTED] I25 NB – 23ML00296 – 05/12/2023
Assist to CSP, single vehicle crash, driver arrested for DUI.

Drugs – [REDACTED] WCR 7 – 23ML00297 – 05/12/2023
Minor in possession of Marijuana vape device.

Drugs – [REDACTED] WCR 7 – 23ML00298 – 05/12/2023
Two minors cited, one in possession of drug paraphernalia and one consuming marijuana.

Drugs – [REDACTED] WCR 7 – 23ML00299 – 05/12/2023
Minor in possession of Marijuana vape device.

Drugs – [REDACTED] WCR 7 – 23ML00300 – 05/12/2023
Minor in possession of Marijuana vape device.

Crash – E I25 Frontage Road / Welker Avenue – 23ML00301 – 05/12/2023
Two vehicles, non-injury.

Drugs – [REDACTED] WCR 7 – 23ML00302 – 05/15/2023
Minor in possession of Marijuana vape device.

Crash – Hwy 66 / WCR 7 – 23ML00303 – 05/15/2023
Single vehicle crash, non-injury.



PROCLAMATION

Mead High School Girls Lacrosse Team 2023 4A State Champions Day June 9, 2023

WHEREAS, Mead High School Girls Lacrosse in its first year as a team, earned its first state championship title;

WHEREAS, the 2023 Mead Mavericks qualified for the first time in program history for the 4A Colorado State Lacrosse Championships and came home with the title;

WHEREAS, on May 19, 2023 the Mead Mavericks beat the Castle View SaberCats at the 4A CHSAA Girls State Championship at the Peter Barton Lacrosse Stadium in Denver with a score of 13-5;

WHEREAS, these students not only brought home the State Championship for their school, but served as ambassadors for the Town of Mead, as they played throughout their season;

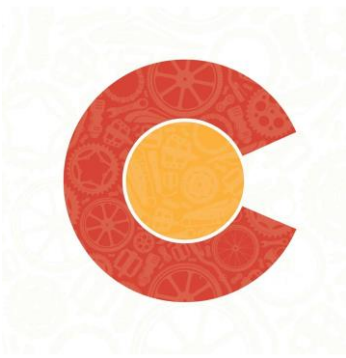
WHEREAS, Mavericks head coach, Katie Coleman, has coached her players in building a team, perseverance, hard work, and responsibility;

WHEREAS, the Mead Mavericks have worked towards this new horizon of building a new team program and community for those involved;

NOW, THEREFORE, I, Colleen Whitlow, Mayor, do hereby proclaim June 9, 2023 as Mead High School Girls Lacrosse 2023 4A State Champions Day.

Given under my hand and Seal of the Town of Mead, Colorado
On this 30th day of May, 2023

Colleen G. Whitlow
Mayor



PROCLAMATION
Colorado Bike Month June 2023
And
Bike to Work Day June 28, 2023

WHEREAS, June has been designated as Bike Month, sponsored by the Department of Transportation and celebrated in communities from coast to coast; and

WHEREAS, Bike to Work Day has had a steady rise in participants since 1995 and is a chance to showcase the many benefits of bicycling and encourage more people to give bicycling a try as an alternate form of transportation; and

WHEREAS, riding a bike is a viable and environmentally sound form of transportation and an excellent form of recreation; and

WHEREAS, creating bicycle-friendly communities has been shown to improve citizen's health well-being, and quality of life to boost community spirit, to improve traffic safety, and to reduce pollution and congestion;

NOW, THEREFORE, I, Colleen Whitlow, Mayor of the Town of Mead, Weld County, Colorado, do hereby proclaim June 2023, as Colorado Bike Month and June 28, 2023 as Bike to Work Day and encourage all citizens of the Town of Mead to recognize the importance of encouraging and supporting the use of bicycles within our community.

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

On this 30th day of May, 2023

Colleen G. Whitlow
Mayor



BOARD OF TRUSTEES

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

MINUTES

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

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

1. Call to Order – Roll Call

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

Present

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

Absent

None

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

2. Moment of Silence

Mayor Whitlow requested the observance of a moment of silence for those involved in the tragedies of May 8, 2023 in Texas.

3. Pledge of Allegiance to the Flag

The assembly pledged allegiance to the flag.

4. Review and Approve Agenda

Motion was made by Trustee Schranz, seconded by Trustee Adams, to approve the agenda. Motion carried 7-0, on a roll call vote.

5. Staff Report: Town Manager Report

- a. Manager Report

Administrative Services Director Mary Strutt introduced the Manager Report. There were no questions.

6. Proclamations

- a. National Police Week May 14 - May 20, 2023

Motion was made by Trustee Adams, seconded by Mayor Pro Tem Cartwright, to approve the signing of the proclamation for National Police Week May 14 – May 20, 2023. Motion carried 7-0, on a roll call vote.

- b. National Public Works Week May 21 - May 27, 2023

Motion was made by Trustee Parr, seconded by Trustee Harris, to approve the signing of the proclamation for National Public Works Week May 21 – May 27, 2023. Motion carried 7-0, on a roll call vote.

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

There was no public comment at this time.

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

- a. Approval of Minutes - Regular Meeting April 24, 2023
- b. Check Register May 8, 2023
- c. April 2023 Aging Report
- d. 1st Quarter 2023 Investment Portfolio
- e. **Resolution No. 33-R-2023** – A Resolution of the Town of Mead, Colorado, Awarding the Bid and Approving a Construction Agreement Between the Town and Burnt Mountain Services, L.L.C. for Concrete Repair and Replacement
- f. **Resolution No. 34-R-2023** – A Resolution of the Town of Mead, Colorado, Authorizing the Acquisition of Certain Interests in Real Property through Eminent Domain Proceedings for the 3rd Street and Welker Avenue Intersection Improvements Projects and Delegating Authority to the Town Manager to Accept Deeds or Easements for such Property Interests on Behalf of the Town

Motion was made by Trustee Schranz, seconded by Trustee Adams, to approve the consent agenda. Motion carried 7-0, on a roll call vote.

9. Public Hearing

- a. **Public Hearing Club Carwash Conditional Use Permit**

Mayor Whitlow opened the public hearing for Club Carwash Conditional Use Permit at 6:11 p.m.

Town Planner Collin Mieras presented the staff report.

The Applicant did not have a presentation.

There was no public comment at this time.

The Trustees had no comment/questions.

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

Motion was made by Trustee Harris, seconded by Trustee Schranz, to adopt Ordinance No. 1034 – An Ordinance of the Town of Mead, Colorado, Conditionally Approving the Club Carwash Conditional Use Permit. Motion carried 7-0, on a roll call vote.

Mayor Whitlow closed the public hearing at 6:23 p.m.

- b. **Public Hearing: Sugar Beet Solar Planned Unit Development**

Mayor Whitlow opened the public hearing for the Sugar Beet Solar PUD at 6:24 p.m.

Community Development Director Jason Bradford presented the staff report.

Jeremy Call, Logan Simpson Design, presented on behalf of the applicant along with Evelyn Carpenter, Solas Energy Inc, and Ron Dutton, Sammon/Dutton LLC.

Public comment in support of the Sugar Beet Solar PUD was made by Don Rocca, Jean Bratcher and Bill Meier, United Power.

Mayor Whitlow closed the public comment portion of the hearing.

The Board discussed the type of batteries proposed, the life of the project and component parts, recycling of materials, decommissioning plan, restoring property to prior condition, concerns about battery fires, Enyo Energy, location of customers to be served, other properties being considered by Enyo in the area, marketing materials showing solar gardens, sound study and mitigation and stabilizing the grid. Responses were provided by the above applicant representatives and attorney Jim Martell and Luke Saxelby, Saxelby Acoustics.

Mayor Whitlow closed the public hearing at 8:52 p.m.

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

Motion was made by Trustee Harris, seconded by Trustee Parr, to adopt Ordinance No. 1030 – An Ordinance of the Board of Trustees of the Town of Mead, Colorado, Approving with Conditions the Sugar Beet Solar Planned Unit Development (PUD) Overlay / Zoning Map Amendment Based on a Finding that the Review Criteria Set Forth in Section 16-3-30 of the Mead Municipal Code have been Adequately Satisfied, as Detailed in the Agenda Item Summary Prepared for the May 8, 2023 Public Hearing, and Subject to the Specific Conditions of Approval Set Forth in the Ordinance. Motion carried 6-1, on a roll call vote. Trustees Adams, Brodhead, Cartwright, Harris, Parr and Schranz voted yes, Mayor Whitlow voted no.

Motion was made by Trustee Harris, seconded by Trustee Adams, to Direct the Town Attorney's Office to Prepare a Draft Ordinance Establishing the Imposition of a Temporary Moratorium on Development of Renewable Energy Related Facilities for an Initial Period of Six (6) Months. Motion carried 7-0, on a roll call vote.

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

There was no public comment at this time.

11. Legislative Update

Town Attorney Marcus McAskin provided a brief update on the last day of the legislative session. An overall review will be presented at the next regular meeting of the Board of Trustees.

12. Elected Official Reports

- a. Town Trustees

Mayor Pro Tem Cartwright discussed his vote in favor of Ordinance No. 1030. Mayor Whitlow discussed her vote against Ordinance No. 1030 as she believed none of the approval criteria were met.

- b. Mayor Whitlow

Mayor Whitlow discussed the upcoming DRCOG retreat, Mead Elementary School Third Grade government day, emergency planning and transportation meetings.

13. Adjournment

Motion was made by Trustee Schranz, seconded by Mayor Pro Tem Cartwright, to adjourn the meeting. Motion carried 7-0, on a roll call vote.

The Regular Meeting of the Town of Mead Board of Trustees adjourned at approximately 9:01 p.m. on Monday, May 8, 2023.

Colleen G. Whitlow, Mayor

ATTEST:

Mary E. Strutt, MMC, Town Clerk

TOWN OF MEAD
COMBINED CASH INVESTMENT
APRIL 30, 2023

COMBINED CASH ACCOUNTS

99-01-1001	INDEPENDENT BANK - CHECKING	1,775,649.42
99-01-1002	TBK BANK - OFFICE CHECK	55,226.34
99-01-1003	TBK BANK - MONEY MARKET	146,856.24
99-01-1005	TBK BANK - FLEX DEBIT CARDS	41,830.67
99-01-1011	XPRESS DEPOSIT ACCOUNT	46,972.48
99-01-1023	COLOTRUST PLUS	12,964,998.31
99-01-1024	COLOTRUST PRIME	10,289.82
99-01-1025	CSIP	5,215,152.43
99-01-1026	CSAFE	12,464,556.24
99-01-1075	UTILITY CASH CLEARING	(277.98)
99-01-1076	A/R CASH CLEARING	3,785.12
99-01-1077	COURT CASH CLEARING	(390.00)
99-01-1078	BUSINESS LICENSE CASH CLEARING	(2,403.75)
TOTAL COMBINED CASH		32,722,245.34
99-01-0100	CASH ALLOCATED TO OTHER FUNDS	(32,722,245.34)

TOTAL UNALLOCATED CASH	.00
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CASH ALLOCATION RECONCILIATION

1	ALLOCATION TO GENERAL FUND	12,523,568.90
4	ALLOCATION TO STREET IMPROVEMENT FUND	2,341,173.61
5	ALLOCATION TO CONSERVATION TRUST FUND	58,349.33
6	ALLOCATION TO SEWER FUND	1,799,555.99
8	ALLOCATION TO POLICE FUND	224,723.26
9	ALLOCATION TO MUNICIPAL FACILITIES FUND	2,988,607.66
14	ALLOCATION TO TRANSPORTATION FUND	6,863,330.31
18	ALLOCATION TO PARKS & OPEN SPACE	1,491,262.74
19	ALLOCATION TO CAPITAL IMPROVEMENT FUND	1,100,711.40
20	ALLOCATION TO MEAD URBAN RENEWAL AUTHORITY	3,330,962.14
TOTAL ALLOCATIONS TO OTHER FUNDS		32,722,245.34
ALLOCATION FROM COMBINED CASH FUND - 99-01-0100		(32,722,245.34)

ZERO PROOF IF ALLOCATIONS BALANCE	.00
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TOWN OF MEAD
BALANCE SHEET
APRIL 30, 2023

GENERAL FUND

ASSETS

01-01-0100	COMBINED CASH	12,523,568.90	
01-01-1007	CASH DRAWER - TOWN HALL	500.00	
01-01-1008	CASH DRAWER - POLICE	100.00	
01-01-1250	PROPERTY TAXES RECEIVABLE	1,614,048.94	
01-01-1300	A/R - BILLED ACCOUNTS	69,692.58	
01-01-1301	A/R - GENERAL	740,809.82	
01-01-1302	PREPAID EXPENSE	37,657.75	
01-01-1307	24HOUR FLEX DEPOSIT	1,500.00	
	TOTAL ASSETS		14,987,877.99

LIABILITIES AND EQUITY

LIABILITIES

01-02-2000	ACCOUNTS PAYABLE	4,386.98	
01-02-2300	457(B) DEFERRED COMP PAYABLE	6,731.78	
01-02-2302	FLEXPLAN PAYABLE	5,707.84	
01-02-2307	SURCHARGE PAYABLE	1,365.00	
01-02-2308	DEPOSITS PAYABLE	950.00	
01-02-2310	EMPLOYEE HEALTH INS. PAYABLE	4,270.01	
01-02-2311	FPPA PAYABLE	11,248.40	
01-02-2312	WORKERS COMP INSURANCE PAYABLE	(14,319.45)	
01-02-2314	401(A) CONTRIBUTIONS PAYABLE	759.23	
01-02-2400	FED. WITHHOLDING TAX PAYABLE	10,784.59	
01-02-2401	SOCIAL SECURITY TAX PAYABLE	7,347.20	
01-02-2402	MEDICARE TAX PAYABLE	3,122.09	
01-02-2403	STATE WITHHOLDING TAX PAYABLE	8,255.07	
01-02-2404	STATE UNEMPLOYMENT TAX PAYABLE	450.96	
01-02-2410	MISC PAYROLL PAYABLE	106,646.43	
01-02-2600	WARRANTY FUNDS	2,354,223.44	
01-02-2610	DEVELOPER DEPOSITS	223,750.00	
01-02-2615	DEVELOPER LIABILITIES	52,061.72	
01-02-2700	DEFERRED INFLOWS- PROPERTY TAX	1,614,048.94	
01-02-2705	DEFERRED REVENUE	1,162,831.09	
01-02-2706	UNAVAILABLE REVENUE	5,647.14	
	TOTAL LIABILITIES		5,570,268.46

FUND EQUITY

01-02-3001	FUND BALANCE	8,927,822.98	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	489,786.55	
	BALANCE - CURRENT DATE	489,786.55	
	TOTAL FUND EQUITY		9,417,609.53
	TOTAL LIABILITIES AND EQUITY		14,987,877.99

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
01-10-4000 PROPERTY TAX	97,167.86	534,590.43	1,590,197.00	1,055,606.57	33.6
01-10-4010 SALES TAX	204,078.17	1,178,012.50	4,008,649.00	2,830,636.50	29.4
01-10-4012 LODGING TAX	22.00	76.00	1,000.00	924.00	7.6
01-10-4015 ROAD & BRIDGE TAX	.00	17,241.00	82,000.00	64,759.00	21.0
01-10-4020 SPECIFIC OWNERSHIP TAX	7,211.99	26,120.64	91,627.00	65,506.36	28.5
01-10-4030 BUILDING PERMIT USE TAX	56,509.70	170,607.46	411,556.00	240,948.54	41.5
01-10-4040 CIGARETTE TAX	393.11	3,366.56	15,000.00	11,633.44	22.4
01-10-4050 MURA REVENUE SHARING	.00	.00	150,778.00	150,778.00	.0
01-10-4070 FEDERAL MINERAL LEASE	.00	.00	35,000.00	35,000.00	.0
01-10-4071 STATE SEVERANCE TAXES	.00	.00	50,000.00	50,000.00	.0
TOTAL TAXES	365,382.83	1,930,014.59	6,435,807.00	4,505,792.41	30.0
<u>FEES AND PERMITS</u>					
01-11-4100 BUILDING PERMIT FEES	63,138.10	183,094.58	692,195.00	509,100.42	26.5
01-11-4102 OTHER PERMITS	4,568.50	8,603.50	54,200.00	45,596.50	15.9
01-11-4103 CONVENIENCE FEE	1,146.02	4,884.00	25,000.00	20,116.00	19.5
01-11-4110 BUILDING PERMIT - ADMIN. FEES	6,600.00	18,550.00	75,000.00	56,450.00	24.7
01-11-4111 PASSPORT FEES	945.00	2,835.00	7,000.00	4,165.00	40.5
01-11-4112 TOWN HALL/PARK FEES	20.00	195.00	3,000.00	2,805.00	6.5
01-11-4120 FRANCHISE FEES	32,974.00	125,808.09	236,250.00	110,441.91	53.3
01-11-4130 DEVELOPER APPLICATION FEES	1,802.59	4,754.96	65,000.00	60,245.04	7.3
01-11-4140 ROYALTIES	16,615.79	105,422.74	450,000.00	344,577.26	23.4
TOTAL FEES AND PERMITS	127,810.00	454,147.87	1,607,645.00	1,153,497.13	28.3
<u>LICENSES</u>					
01-12-4200 BUSINESS/SALES TAX LICENSE	1,080.00	4,075.00	10,500.00	6,425.00	38.8
01-12-4210 LIQUOR LICENSE	175.00	175.00	1,500.00	1,325.00	11.7
01-12-4220 PET LICENSES	30.00	255.00	650.00	395.00	39.2
TOTAL LICENSES	1,285.00	4,505.00	12,650.00	8,145.00	35.6
<u>CHARGES FOR SERVICES</u>					
01-13-4304 IGA--SCHOOL RESOURCE OFFICERS	.00	.00	161,561.00	161,561.00	.0
01-13-4305 SCHOOL GUARD REIMBURSEMENT	2,816.00	6,842.50	20,000.00	13,157.50	34.2
01-13-4310 NEW DEVELOPMENT CHARGES	38,800.50	141,446.01	250,000.00	108,553.99	56.6
01-13-4624 SENIOR EVENT FEES	.00	50.00	400.00	350.00	12.5
01-13-4625 RECREATION REGISTRATION FEES	6,500.00	25,377.00	40,000.00	14,623.00	63.4
01-13-4626 SUMMER REC FIELD TRIPS/REGISTR	85.00	85.00	.00	(85.00)	.0
TOTAL CHARGES FOR SERVICES	48,201.50	173,800.51	471,961.00	298,160.49	36.8

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2023

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>FINES AND FORFEITS</u>					
01-14-4420	COURT FINES	3,620.00	14,325.29	40,000.00	25,674.71	35.8
01-14-4422	COURT COSTS	1,185.00	4,459.71	21,000.00	16,540.29	21.2
01-14-4423	POLICE REPORTS	135.00	848.00	3,600.00	2,752.00	23.6
01-14-4620	MISC. POLICE INCOME	.00	353.91	500.00	146.09	70.8
	TOTAL FINES AND FORFEITS	4,940.00	19,986.91	65,100.00	45,113.09	30.7
	<u>GRANTS & ECONOMIC DEVELOPMENT</u>					
01-15-4516	GRANT - UNITED WAY	2,500.00	2,500.00	.00	(2,500.00)	.0
01-15-4518	FED'L GRANT--AMER RESCUE PLAN	.00	.00	149,932.00	149,932.00	.0
01-15-4526	POLICE GRANTS	1,296.00	6,514.45	122,751.00	116,236.55	5.3
	TOTAL GRANTS & ECONOMIC DEVELOPME	3,796.00	9,014.45	272,683.00	263,668.55	3.3
	<u>MISCELLANEOUS</u>					
01-18-4619	INTEREST & DIVIDEND INCOME	52,367.64	210,074.02	192,000.00	(18,074.02)	109.4
01-18-4620	MISC. INCOME	1,150.00	23,167.77	9,995.00	(13,172.77)	231.8
01-18-4622	DONATIONS/FUNDRAISING	250.68	250.68	5,000.00	4,749.32	5.0
01-18-4623	SALE OF ASSETS	.00	.00	10,000.00	10,000.00	.0
01-18-4625	METRO DISTRICT PAYMENTS	.00	57,503.77	75,000.00	17,496.23	76.7
01-18-4648	DELINQUENT INTEREST EARNED	15.32	843.20	2,000.00	1,156.80	42.2
	TOTAL MISCELLANEOUS	53,783.64	291,839.44	293,995.00	2,155.56	99.3
	TOTAL FUND REVENUE	605,198.97	2,883,308.77	9,159,841.00	6,276,532.23	31.5

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
01-40-5001 SALARIES & WAGES	26,625.13	129,685.34	361,164.00	231,478.66	35.9
01-40-5050 CLEANING	677.54	2,032.62	12,000.00	9,967.38	16.9
01-40-5055 OVERTIME	174.24	418.41	.00	(418.41)	.0
01-40-5060 PAYROLL TAXES	2,095.76	9,793.08	27,629.00	17,835.92	35.4
01-40-5065 WORKERS COMP	232.05	1,155.29	2,251.00	1,095.71	51.3
01-40-5066 HEALTH INSURANCE	3,923.93	15,271.38	50,718.00	35,446.62	30.1
01-40-5067 DEFERRED COMP/RETIREMENT	2,188.09	9,355.49	28,402.00	19,046.51	32.9
01-40-5068 MEDICAL SAVINGS	273.08	1,067.32	3,786.00	2,718.68	28.2
01-40-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	10,232.00	10,232.00	.0
01-40-5200 OFFICE SUPPLIES	229.66	1,784.56	7,000.00	5,215.44	25.5
01-40-5201 COMPUTER/TECHNOLOGY	.00	11,067.20	40,000.00	28,932.80	27.7
01-40-5202 PRINTING EXPENSE	.00	53.30	2,500.00	2,446.70	2.1
01-40-5203 UNIFORMS	.00	121.50	1,200.00	1,078.50	10.1
01-40-5205 POSTAGE	1,200.00	2,274.31	8,000.00	5,725.69	28.4
01-40-5210 OPERATING SUPPLIES	850.07	2,341.84	7,500.00	5,158.16	31.2
01-40-5212 FURNISHINGS	.00	641.42	10,000.00	9,358.58	6.4
01-40-5215 REPAIRS & MAINT	.00	1,600.25	20,000.00	18,399.75	8.0
01-40-5253 GAS & OIL	.00	91.10	1,000.00	908.90	9.1
01-40-5300 TELEPHONE	463.80	2,451.39	7,352.00	4,900.61	33.3
01-40-5305 UTILITIES	592.36	2,623.36	10,500.00	7,876.64	25.0
01-40-5310 TRASH REMOVAL	78.49	236.78	1,260.00	1,023.22	18.8
01-40-5315 COPIER EXPENSES	548.86	1,987.95	9,000.00	7,012.05	22.1
01-40-5320 PROPERTY & LIABILITY INSURANCE	1,025.01	2,972.54	9,390.00	6,417.46	31.7
01-40-5325 INTERNET/WEBSITE EXPENSE	.00	6,354.20	10,000.00	3,645.80	63.5
01-40-5330 TRAINING	.00	2,464.59	20,000.00	17,535.41	12.3
01-40-5331 DUES AND SUBSCRIPTIONS	561.98	9,140.80	30,000.00	20,859.20	30.5
01-40-5332 TUITION REIMBURSEMENT	.00	.00	3,000.00	3,000.00	.0
01-40-5353 WATER ASSESSMENTS	.00	1,113.50	1,400.00	286.50	79.5
01-40-5399 OTHER PROFESSIONAL SERVICES	921.20	2,658.60	13,772.00	11,113.40	19.3
01-40-5400 LEGAL FEES	32,150.50	65,641.05	216,315.00	150,673.95	30.4
01-40-5401 CONSULTING FEES	24,005.80	59,337.40	160,262.00	100,924.60	37.0
01-40-5415 AUDIT FEES	.00	.00	15,954.00	15,954.00	.0
01-40-5416 PASSPORT EXPENSES	.00	39.98	400.00	360.02	10.0
01-40-5425 COUNTY TREASURER'S FEE	971.81	5,354.31	15,902.00	10,547.69	33.7
01-40-5426 PROPERTY/SALES TAX REBATE	.00	.00	1,000.00	1,000.00	.0
01-40-5560 CAPITAL OUTLAY--SFTWR UPGRADES	7,935.63	16,290.13	25,000.00	8,709.87	65.2
01-40-5700 MISC. EXPENSE	290.68	1,389.31	10,000.00	8,610.69	13.9
01-40-5701 BANK FEES	1,061.81	4,238.23	26,000.00	21,761.77	16.3
01-40-5705 MILEAGE	1,034.05	3,736.01	10,000.00	6,263.99	37.4
01-40-5720 CONTINGENCIES	.00	.00	25,000.00	25,000.00	.0
TOTAL ADMINISTRATION	110,111.53	376,784.54	1,214,889.00	838,104.46	31.0

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>BOARD OF TRUSTEES</u>					
01-41-5001 SALARIES & WAGES	1,586.34	6,624.29	18,975.00	12,350.71	34.9
01-41-5030 MAYOR AND BOARD SALARIES	4,400.00	17,600.00	48,000.00	30,400.00	36.7
01-41-5060 PAYROLL TAXES	454.12	1,838.35	5,124.00	3,285.65	35.9
01-41-5065 WORKERS COMP	3.58	14.65	39.00	24.35	37.6
01-41-5066 HEALTH INSURANCE	185.72	742.92	2,248.00	1,505.08	33.1
01-41-5067 DEFERRED COMP	79.32	331.19	880.00	548.81	37.6
01-41-5068 MEDICAL SAVINGS	6.24	24.96	76.00	51.04	32.8
01-41-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	500.00	500.00	.0
01-41-5201 COMPUTER / TECHNOLOGY	.00	.00	10,000.00	10,000.00	.0
01-41-5210 OPERATING SUPPLIES	136.71	583.38	2,000.00	1,416.62	29.2
01-41-5212 FURNISHINGS	.00	.00	5,000.00	5,000.00	.0
01-41-5230 ELECTIONS	.00	.00	15,000.00	15,000.00	.0
01-41-5320 PROPERTY & LIABILITY INSURANCE	10.00	874.89	3,756.00	2,881.11	23.3
01-41-5330 TRAINING	.00	3,947.73	15,000.00	11,052.27	26.3
01-41-5331 DUES & SUBSCRIPTIONS	.00	438.46	1,200.00	761.54	36.5
01-41-5340 PUBLISHED NOTICES	185.22	435.88	2,500.00	2,064.12	17.4
01-41-5341 ORDINANCE CODIFICATION	.00	1,065.00	7,500.00	6,435.00	14.2
01-41-5347 COMMUNITY CONTRIBUTIONS	700.00	10,700.00	24,000.00	13,300.00	44.6
01-41-5399 OTHER PROFESSIONAL SERVICES	.00	3,400.00	5,000.00	1,600.00	68.0
01-41-5430 RECORDING FEES	.00	.00	2,000.00	2,000.00	.0
01-41-5700 MISC. EXPENSE	26.00	855.62	5,000.00	4,144.38	17.1
01-41-5841 BOARD OUTREACH ACTIVITIES	3,325.42	3,636.23	10,000.00	6,363.77	36.4
 TOTAL BOARD OF TRUSTEES	 11,098.67	 53,113.55	 183,798.00	 130,684.45	 28.9

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE</u>					
01-42-5001 SALARIES & WAGES	114,338.20	476,278.55	1,734,231.00	1,257,952.45	27.5
01-42-5050 CLEANING	829.58	2,488.74	8,000.00	5,511.26	31.1
01-42-5055 OVERTIME	800.50	3,410.44	25,000.00	21,589.56	13.6
01-42-5060 PAYROLL TAXES	2,949.50	11,664.38	40,217.00	28,552.62	29.0
01-42-5065 WORKERS COMP	6,662.77	14,973.73	30,984.00	16,010.27	48.3
01-42-5066 HEALTH INSURANCE	16,496.79	65,514.65	214,932.00	149,417.35	30.5
01-42-5067 DEFERRED COMP	422.16	1,483.62	5,715.00	4,231.38	26.0
01-42-5068 MEDICAL SAVINGS	248.30	898.20	2,295.00	1,396.80	39.1
01-42-5069 FPPA	8,595.64	38,352.81	140,271.00	101,918.19	27.3
01-42-5071 D&D	3,076.34	13,726.31	48,518.00	34,791.69	28.3
01-42-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	1,237.40	5,000.00	3,762.60	24.8
01-42-5200 OFFICE SUPPLIES	111.49	473.35	4,000.00	3,526.65	11.8
01-42-5201 COMPUTER / TECHNOLOGY	75.00	8,085.07	42,250.00	34,164.93	19.1
01-42-5203 UNIFORMS	.00	.00	800.00	800.00	.0
01-42-5210 OPERATING SUPPLIES	113.52	4,585.53	9,000.00	4,414.47	51.0
01-42-5215 REPAIR & MAINTENANCE	.00	135.70	4,000.00	3,864.30	3.4
01-42-5216 FLEET R&M	2,800.14	6,203.65	14,602.00	8,398.35	42.5
01-42-5253 GAS & OIL	2,951.94	8,177.95	40,000.00	31,822.05	20.4
01-42-5254 UNIFORMS & TOOLS	379.95	3,441.09	22,800.00	19,358.91	15.1
01-42-5255 OPERATING EQUIPMENT	12,266.88	26,369.04	42,550.00	16,180.96	62.0
01-42-5300 TELEPHONES	1,080.80	4,795.62	16,000.00	11,204.38	30.0
01-42-5305 UTILITIES	750.20	5,297.65	18,000.00	12,702.35	29.4
01-42-5310 TRASH REMOVAL	153.23	486.13	600.00	113.87	81.0
01-42-5315 COPIER EXPENSE	195.84	710.70	3,500.00	2,789.30	20.3
01-42-5320 GENERAL LIABILITY INSURANCE	140.06	16,492.42	57,040.00	40,547.58	28.9
01-42-5325 INTERNET/WEBSITE EXPENSE	132.45	529.80	2,000.00	1,470.20	26.5
01-42-5330 TRAINING	1,350.70	7,628.64	39,858.00	32,229.36	19.1
01-42-5331 DUES & MEMBERSHIPS	.00	7,738.18	13,600.00	5,861.82	56.9
01-42-5332 TUITION REIMBURSEMENT	.00	.00	9,000.00	9,000.00	.0
01-42-5343 CONTRACTUAL SERVICES	1,367.25	48,806.49	108,000.00	59,193.51	45.2
01-42-5345 LAW ENFORCEMENT CONTRACT	.00	3,000.00	.00	(3,000.00)	.0
01-42-5346 ANIMAL IMPOUND FEE	380.00	735.00	5,000.00	4,265.00	14.7
01-42-5348 PEST CONTROL	.00	.00	2,000.00	2,000.00	.0
01-42-5349 WELLNESS PROGRAM	.00	150.00	3,500.00	3,350.00	4.3
01-42-5350 LAB FEES	.00	.00	500.00	500.00	.0
01-42-5399 OTHER PROFESSIONAL SERVICES	105.00	210.00	2,386.00	2,176.00	8.8
01-42-5400 LEGAL FEES	.00	.00	15,000.00	15,000.00	.0
01-42-5500 CAPITAL OUTLAY	.00	416.28	45,000.00	44,583.72	.9
01-42-5700 MISC. EXPENSE	.00	1,964.49	5,000.00	3,035.51	39.3
TOTAL POLICE	178,774.23	786,461.61	2,781,149.00	1,994,687.39	28.3

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMUNITY DEVELOPMENT</u>					
01-43-5001 SALARIES & WAGES	22,294.18	88,457.64	291,147.00	202,689.36	30.4
01-43-5060 PAYROLL TAXES	1,685.73	6,715.35	22,273.00	15,557.65	30.2
01-43-5065 WORKERS COMP	23.09	91.60	257.00	165.40	35.6
01-43-5066 HEALTH INSURANCE	3,200.36	10,626.84	77,981.00	67,354.16	13.6
01-43-5067 DEFERRED COMP	896.06	3,999.68	29,364.00	25,364.32	13.6
01-43-5068 MEDICAL SAVINGS	50.00	75.00	1,033.00	958.00	7.3
01-43-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	200.80	500.00	299.20	40.2
01-43-5200 OFFICE SUPPLIES	.00	478.15	500.00	21.85	95.6
01-43-5201 COMPUTER / TECHNOLOGY	2,197.50	3,092.65	8,000.00	4,907.35	38.7
01-43-5202 PRINTING EXPENSE	.00	500.00	500.00	.00	100.0
01-43-5203 UNIFORMS	.00	.00	1,000.00	1,000.00	.0
01-43-5212 FURNISHINGS	.00	.00	1,600.00	1,600.00	.0
01-43-5300 TELEPHONE	88.74	444.69	1,900.00	1,455.31	23.4
01-43-5320 PROPERTY & LIABILITY INSURANCE	40.02	3,499.56	15,024.00	11,524.44	23.3
01-43-5330 TRAINING	.00	3,167.77	8,000.00	4,832.23	39.6
01-43-5331 DUES & MEMBERSHIPS	.00	.00	2,500.00	2,500.00	.0
01-43-5353 WATER ASSESSMENTS	.00	.00	100.00	100.00	.0
01-43-5401 CONSULTING FEES	.00	.00	125,000.00	125,000.00	.0
01-43-5410 CONSULTANTS	203.88	2,438.90	25,000.00	22,561.10	9.8
01-43-5411 ANNEXATIONS & REZONING EXPENSE	.00	1,258.60	15,000.00	13,741.40	8.4
01-43-5460 BUILDING INSPECTIONS	17,173.69	67,435.74	246,884.00	179,448.26	27.3
01-43-5700 MISC.	.00	574.79	2,000.00	1,425.21	28.7
TOTAL COMMUNITY DEVELOPMENT	47,853.25	193,057.76	875,563.00	682,505.24	22.1
<u>STREETS</u>					
01-44-5201 COMPUTER / TECHNOLOGY	1,511.25	1,511.25	.00	(1,511.25)	.0
TOTAL STREETS	1,511.25	1,511.25	.00	(1,511.25)	.0

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS</u>					
01-45-5001 SALARIES & WAGES	17,876.41	83,983.35	258,619.00	174,635.65	32.5
01-45-5055 OVERTIME	202.70	3,776.35	1,735.00	(2,041.35)	217.7
01-45-5060 PAYROLL TAXES	1,363.77	6,689.10	19,917.00	13,227.90	33.6
01-45-5065 WORKERS COMP	557.17	2,471.40	7,614.00	5,142.60	32.5
01-45-5066 HEALTH INSURANCE	2,920.44	10,510.92	38,522.00	28,011.08	27.3
01-45-5067 DEFERRED COMP	605.53	2,802.33	9,106.00	6,303.67	30.8
01-45-5068 MEDICAL SAVINGS	43.74	224.94	908.00	683.06	24.8
01-45-5075 EMPLOYMENT/RECRUITMENT EXPENSE	61.46	61.46	.00	(61.46)	.0
01-45-5203 UNIFORMS	.00	209.99	.00	(209.99)	.0
01-45-5210 OPERATING SUPPLIES	220.50	1,720.22	6,000.00	4,279.78	28.7
01-45-5212 FURNISHINGS	.00	.00	2,500.00	2,500.00	.0
01-45-5215 REPAIRS & MAINTENANCE	.00	114.00	38,000.00	37,886.00	.3
01-45-5216 FLEET R&M	314.01	1,433.85	5,000.00	3,566.15	28.7
01-45-5253 GAS & OIL	585.15	2,276.01	5,000.00	2,723.99	45.5
01-45-5254 TOOLS	.00	.00	1,500.00	1,500.00	.0
01-45-5300 TELEPHONE	143.00	562.00	1,500.00	938.00	37.5
01-45-5305 UTILITIES	195.93	2,280.12	40,000.00	37,719.88	5.7
01-45-5310 TRASH REMOVAL	.00	.00	2,500.00	2,500.00	.0
01-45-5320 PROPERTY & LIABILITY INSURANCE	50.02	4,374.45	18,780.00	14,405.55	23.3
01-45-5330 TRAINING	.00	1,038.00	2,500.00	1,462.00	41.5
01-45-5348 PEST CONTROL	.00	.00	33,000.00	33,000.00	.0
01-45-5349 WELLNESS PROGRAM	15.00	60.00	250.00	190.00	24.0
01-45-5363 WEED CONTROL	.00	.00	5,000.00	5,000.00	.0
01-45-5369 EQUIPMENT RENTAL	.00	22.95	1,000.00	977.05	2.3
01-45-5370 LANDSCAPING	.00	.00	18,000.00	18,000.00	.0
01-45-5371 TREE MAINTENANCE	.00	.00	25,000.00	25,000.00	.0
01-45-5372 IRRIGATION SYSTEM	21,010.65	21,010.65	30,000.00	8,989.35	70.0
01-45-5500 CAPITAL OUTLAY	.00	.00	117,000.00	117,000.00	.0
01-45-5700 MISC. EXPENSE	.00	.00	2,500.00	2,500.00	.0
TOTAL PARKS	46,165.48	145,622.09	691,451.00	545,828.91	21.1

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ENGINEERING</u>					
01-47-5001 SALARIES & WAGES	32,819.12	147,633.17	444,869.00	297,235.83	33.2
01-47-5050 CLEANING	746.00	2,238.00	7,000.00	4,762.00	32.0
01-47-5055 OVERTIME	1,297.50	2,815.62	.00	(2,815.62)	.0
01-47-5060 PAYROLL TAXES	2,585.35	11,439.78	536.00	(10,903.78)	2134.3
01-47-5065 WORKERS COMP	392.50	1,701.81	9,114.00	7,412.19	18.7
01-47-5066 HEALTH INSURANCE	3,469.21	13,877.03	41,785.00	27,907.97	33.2
01-47-5067 DEFERRED COMP	1,408.39	6,205.02	16,188.00	9,982.98	38.3
01-47-5068 MEDICAL SAVINGS	120.38	498.18	1,306.00	807.82	38.2
01-47-5075 EMPLOYMENT/RECRUITMENT EXPENSE	36.00	188.50	200.00	11.50	94.3
01-47-5200 OFFICE SUPPLIES	130.81	1,731.53	1,000.00	(731.53)	173.2
01-47-5201 COMPUTER/TECHNOLOGY	.00	2,840.43	8,000.00	5,159.57	35.5
01-47-5203 UNIFORMS	.00	471.20	1,000.00	528.80	47.1
01-47-5210 OPERATING SUPPLIES	1,391.95	6,944.53	3,000.00	(3,944.53)	231.5
01-47-5212 FURNISHINGS	.00	641.42	3,000.00	2,358.58	21.4
01-47-5215 REPAIRS & MAINTENANCE	329.25	3,941.15	10,000.00	6,058.85	39.4
01-47-5216 REPAIR & MAINTENANCE--FLEET	.00	88.80	3,000.00	2,911.20	3.0
01-47-5253 GAS & OIL	635.01	1,352.55	5,000.00	3,647.45	27.1
01-47-5300 TELEPHONE	286.04	1,144.16	2,880.00	1,735.84	39.7
01-47-5305 UTILITIES	1,062.49	7,181.42	15,000.00	7,818.58	47.9
01-47-5310 TRASH	179.79	462.19	1,500.00	1,037.81	30.8
01-47-5315 COPIER EXPENSES	176.42	663.11	5,000.00	4,336.89	13.3
01-47-5320 PROPERTY & LIABILITY INSURANCE	25.01	2,187.23	9,390.00	7,202.77	23.3
01-47-5330 TRAINING	5.80	343.75	5,000.00	4,656.25	6.9
01-47-5331 DUES & SUBSCRIPTIONS	.00	530.00	600.00	70.00	88.3
01-47-5399 OTHER PROFESSIONAL SERVICES	.00	.00	1,386.00	1,386.00	.0
01-47-5405 ENGINEERING FEES	875.00	6,717.20	30,000.00	23,282.80	22.4
01-47-5700 MISC. EXPENSE	.00	85.40	5,000.00	4,914.60	1.7
 TOTAL ENGINEERING	 47,972.02	 223,923.18	 630,754.00	 406,830.82	 35.5

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MUNICIPAL COURT</u>					
01-48-5001 SALARIES & WAGES	2,339.54	13,263.19	48,673.00	35,409.81	27.3
01-48-5040 JUDGE	1,500.00	5,495.00	20,000.00	14,505.00	27.5
01-48-5055 OVERTIME	.00	62.10	.00	(62.10)	.0
01-48-5060 PAYROLL TAXES	173.24	1,007.78	3,724.00	2,716.22	27.1
01-48-5065 WORKERS COMP	2.42	13.81	48.00	34.19	28.8
01-48-5066 HEALTH INSURANCE	610.34	2,016.78	7,583.00	5,566.22	26.6
01-48-5067 DEFERRED COMP	79.32	331.19	2,483.00	2,151.81	13.3
01-48-5068 MEDICAL SAVINGS	6.24	24.96	84.00	59.04	29.7
01-48-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	500.00	500.00	.0
01-48-5201 COMPUTER/TECHNOLOGY	.00	148.40	3,000.00	2,851.60	5.0
01-48-5203 UNIFORMS	.00	.00	200.00	200.00	.0
01-48-5235 COURT COSTS	.00	136.20	1,500.00	1,363.80	9.1
01-48-5300 TELEPHONE	.00	65.62	800.00	734.38	8.2
01-48-5320 PROPERTY & LIABILITY INSURANCE	10.00	874.89	3,756.00	2,881.11	23.3
01-48-5330 TRAINING	.00	.00	1,000.00	1,000.00	.0
01-48-5331 DUES & MEMBERSHIPS	.00	.00	100.00	100.00	.0
01-48-5399 OTHER PROFFESIONAL SERVICES	148.40	811.40	1,881.00	1,069.60	43.1
01-48-5455 PROSECUTING ATTORNEY	1,950.00	7,215.00	25,000.00	17,785.00	28.9
01-48-5456 PUBLIC DEFENDER	.00	.00	10,000.00	10,000.00	.0
01-48-5700 MISC. EXPENSE	20.00	113.30	1,000.00	886.70	11.3
TOTAL MUNICIPAL COURT	6,839.50	31,579.62	131,332.00	99,752.38	24.1

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
COMMUNITY ENGAGEMENT					
01-49-5001 SALARIES & WAGES	14,843.16	56,229.38	217,304.00	161,074.62	25.9
01-49-5055 OVERTIME	.00	.00	5,000.00	5,000.00	.0
01-49-5060 PAYROLL TAXES	1,122.01	4,252.78	17,006.00	12,753.22	25.0
01-49-5065 WORKERS COMP	188.10	787.51	1,504.00	716.49	52.4
01-49-5066 HEALTH INSURANCE	1,518.17	5,183.60	21,597.00	16,413.40	24.0
01-49-5067 DEFERRED COMP	592.75	2,325.67	4,720.00	2,394.33	49.3
01-49-5068 MEDICAL SAVINGS	105.72	314.12	437.00	122.88	71.9
01-49-5075 EMPLOYMENT/RECRUITMENT EXPENSE	115.00	733.94	1,500.00	766.06	48.9
01-49-5201 COMPUTER/TECHNOLOGY	15.02	1,176.70	3,000.00	1,823.30	39.2
01-49-5202 PRINTING EXPENSE	.00	2,180.87	10,000.00	7,819.13	21.8
01-49-5203 UNIFORMS	.00	698.33	1,500.00	801.67	46.6
01-49-5205 POSTAGE	.00	472.88	2,500.00	2,027.12	18.9
01-49-5220 TOWN DECORATIONS	1,123.89	1,123.89	10,000.00	8,876.11	11.2
01-49-5236 COMMUNITY ENGAGEMENT	.00	4,619.79	10,000.00	5,380.21	46.2
01-49-5260 RECREATION PROGRAMS	3,367.30	29,125.46	50,000.00	20,874.54	58.3
01-49-5261 COMMUNITY DAY	3,631.84	3,631.84	48,000.00	44,368.16	7.6
01-49-5262 TOWN EVENTS	1,152.00	5,917.59	69,000.00	63,082.41	8.6
01-49-5265 SENIOR EVENTS	1,192.00	2,647.46	10,000.00	7,352.54	26.5
01-49-5300 TELEPHONE	96.00	300.00	1,080.00	780.00	27.8
01-49-5320 GENERAL LIABILITY INSURANCE	161.54	3,968.28	15,374.00	11,405.72	25.8
01-49-5330 TRAINING	46.83	1,515.05	4,000.00	2,484.95	37.9
01-49-5331 DUES/MEMBERSHIPS	.00	5,969.50	7,000.00	1,030.50	85.3
01-49-5349 WELLNESS PROGRAM	290.00	6,843.31	19,000.00	12,156.69	36.0
01-49-5399 OTHER PROFESSIONAL SERVICES	.00	.00	2,000.00	2,000.00	.0
01-49-5401 CONSULTANTS	.00	.00	25,000.00	25,000.00	.0
01-49-5500 CAPITAL OUTLAY--WAYFINDING	.00	.00	25,000.00	25,000.00	.0
01-49-5560 CAPITAL OUTLAY--SFTWR UPGRADES	.00	2,220.00	12,000.00	9,780.00	18.5
01-49-5700 MISC. EXPENSE	.00	367.92	2,000.00	1,632.08	18.4
TOTAL COMMUNITY ENGAGEMENT	29,561.33	142,605.87	595,522.00	452,916.13	24.0
NON-DEPARTMENTAL					
01-90-5500 CAPITAL OUTLAY	.00	.00	50,000.00	50,000.00	.0
01-90-5804 TRANSFER TO STREET IMPVT FD	.00	93,750.00	375,000.00	281,250.00	25.0
01-90-5805 TRANSFER TO CAPITAL IMPROVEMEN	.00	345,112.75	1,380,451.00	1,035,338.25	25.0
01-90-8151 SPECIAL PROJECTS	.00	.00	100,000.00	100,000.00	.0
01-90-8155 ARPA BROADBAND	.00	.00	149,932.00	149,932.00	.0
TOTAL NON-DEPARTMENTAL	.00	438,862.75	2,055,383.00	1,616,520.25	21.4
TOTAL FUND EXPENDITURES	479,887.26	2,393,522.22	9,159,841.00	6,766,318.78	26.1
NET REVENUE OVER EXPENDITURES	125,311.71	489,786.55	.00	(489,786.55)	.0

TOWN OF MEAD
BALANCE SHEET
APRIL 30, 2023

STREET IMPROVEMENT FUND

ASSETS

04-01-0100	COMBINED CASH	2,341,173.61	
04-01-1301	A/R - GENERAL	343,625.75	
04-01-1302	PREPAID EXPENSES	8,809.85	
	TOTAL ASSETS		2,693,609.21

LIABILITIES AND EQUITY

LIABILITIES

04-02-2000	ACCOUNTS PAYABLE	9,779.50	
04-02-2005	RETAINAGE PAYABLE	23,609.61	
04-02-2300	457(B) DEFERRED COMP PAYABLE	699.70	
04-02-2310	EMPLOYEE HEALTH INS. PAYABLE	14,423.49	
04-02-2312	WORKERS COMP INSURANCE PAYABLE	3,313.82	
04-02-2400	FED. WITHHOLDING TAX PAYABLE	925.66	
04-02-2401	SOCIAL SECURITY TAX PAYABLE	1,433.80	
04-02-2402	MEDICARE TAX PAYABLE	335.35	
04-02-2403	STATE WITHHOLDING TAX PAYABLE	895.10	
04-02-2404	STATE UNEMPLOYMENT TAX PAYABLE	46.01	
	TOTAL LIABILITIES		55,462.04

FUND EQUITY

04-02-3001	FUND BALANCE	2,037,788.40	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	600,358.77	
	BALANCE - CURRENT DATE	600,358.77	
	TOTAL FUND EQUITY		2,638,147.17
	TOTAL LIABILITIES AND EQUITY		2,693,609.21

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2023

STREET IMPROVEMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>SOURCE 10</u>					
04-10-4005	HIGHWAY USERS TAX	18,115.10	68,633.52	235,190.00	166,556.48	29.2
04-10-4010	SALES TAX	102,039.08	589,006.26	2,004,325.00	1,415,318.74	29.4
04-10-4025	M.V. REGISTRATION	2,294.82	7,849.32	27,193.00	19,343.68	28.9
04-10-4030	BUILDING USE TAX	28,254.88	85,418.26	205,778.00	120,359.74	41.5
	TOTAL SOURCE 10	150,703.88	750,907.36	2,472,486.00	1,721,578.64	30.4
	<u>SOURCE 16</u>					
04-16-4601	TRANSFER FROM GF	.00	93,750.00	375,000.00	281,250.00	25.0
	TOTAL SOURCE 16	.00	93,750.00	375,000.00	281,250.00	25.0
	TOTAL FUND REVENUE	150,703.88	844,657.36	2,847,486.00	2,002,828.64	29.7

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2023

STREET IMPROVEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES--STREET IMP FUND</u>					
04-44-5001 SALARIES & WAGES	24,683.06	104,789.66	238,136.00	133,346.34	44.0
04-44-5055 OVERTIME	93.56	2,761.91	9,000.00	6,238.09	30.7
04-44-5060 PAYROLL TAXES	1,816.98	7,992.12	18,906.00	10,913.88	42.3
04-44-5065 WORKERS COMPENSATION	5,261.79	8,489.52	8,078.00	(411.52)	105.1
04-44-5066 HEALTH INSURANCE	3,759.05	13,487.58	40,410.00	26,922.42	33.4
04-44-5067 DEFERRED COMP	658.79	3,291.24	5,627.00	2,335.76	58.5
04-44-5068 MEDICAL SAVINGS	35.42	210.44	.00	(210.44)	.0
04-44-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	61.46	1,500.00	1,438.54	4.1
04-44-5201 COMPUTER/TECHNOLOGY	.00	3,472.50	25,000.00	21,527.50	13.9
04-44-5203 UNIFORMS	649.07	1,059.04	2,000.00	940.96	53.0
04-44-5210 OPERATING SUPPLIES	.00	1,056.70	2,500.00	1,443.30	42.3
04-44-5212 FURNISHINGS	.00	.00	5,000.00	5,000.00	.0
04-44-5215 REPAIRS & MAINTENANCE--STREETS	.00	.00	240,000.00	240,000.00	.0
04-44-5216 REPAIR & MAINT.--FLEET	860.84	11,060.52	40,000.00	28,939.48	27.7
04-44-5250 ASPHALT/STREET PATCHING	.00	.00	1,800,000.00	1,800,000.00	.0
04-44-5252 STREET SIGNS & MARKERS	.00	856.65	25,000.00	24,143.35	3.4
04-44-5253 GAS & OIL	1,691.67	6,873.08	20,000.00	13,126.92	34.4
04-44-5254 TOOLS	.00	5,678.89	10,000.00	4,321.11	56.8
04-44-5255 SAFETY EQUIPMENT	.00	499.86	3,500.00	3,000.14	14.3
04-44-5300 TELEPHONE	210.92	860.94	3,500.00	2,639.06	24.6
04-44-5305 UTILITIES	153.07	8,750.76	35,000.00	26,249.24	25.0
04-44-5320 PROPERTY & LIABILITY INSURANCE	125.06	10,936.14	46,951.00	36,014.86	23.3
04-44-5330 TRAINING	.00	150.00	1,500.00	1,350.00	10.0
04-44-5331 DUES & MEMBERSHIPS	.00	.00	1,500.00	1,500.00	.0
04-44-5360 STREET SWEEPING	.00	3,942.00	15,000.00	11,058.00	26.3
04-44-5361 DUST CONTROL	.00	.00	40,000.00	40,000.00	.0
04-44-5362 GRAVEL	.00	.00	38,000.00	38,000.00	.0
04-44-5363 WEED CONTROL	.00	.00	3,000.00	3,000.00	.0
04-44-5364 SNOW REMOVAL	(271.50)	31,227.47	100,000.00	68,772.53	31.2
04-44-5365 REPAIR & MAINTENANCE--SEALCOAT	.00	.00	500,000.00	500,000.00	.0
04-44-5366 REPAIR & MAINTENANCE--DRAINAGE	.00	.00	500,000.00	500,000.00	.0
04-44-5367 STREET STRIPING	.00	.00	75,000.00	75,000.00	.0
04-44-5369 REPAIR & MAINTENANCE--BRIDGES	.00	1,818.95	127,620.00	125,801.05	1.4
04-44-5405 ENGINEERING FEES	9,859.00	14,971.16	200,000.00	185,028.84	7.5
04-44-5500 CAPITAL OUTLAY	.00	.00	205,000.00	205,000.00	.0
04-44-5604 2012 GRADER	.00	.00	2,500.00	2,500.00	.0
TOTAL EXPENDITURES--STREET IMP FUND	49,586.78	244,298.59	4,389,228.00	4,144,929.41	5.6
TOTAL FUND EXPENDITURES	49,586.78	244,298.59	4,389,228.00	4,144,929.41	5.6
NET REVENUE OVER EXPENDITURES	101,117.10	600,358.77	(1,541,742.00)	(2,142,100.77)	38.9

TOWN OF MEAD
BALANCE SHEET
APRIL 30, 2023

CONSERVATION TRUST FUND

ASSETS

05-01-0100	CASH IN COMMON - CTF	58,349.33	
	TOTAL ASSETS		58,349.33

LIABILITIES AND EQUITY

FUND EQUITY

05-02-3001	FUND BALANCE	36,128.17	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	22,221.16	
	BALANCE - CURRENT DATE	22,221.16	
	TOTAL FUND EQUITY		58,349.33
	TOTAL LIABILITIES AND EQUITY		58,349.33

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2023

CONSERVATION TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>LOTTERY REVENUE</u>					
05-17-4630	LOTTERY REVENUE	.00	21,485.97	61,523.00	40,037.03	34.9
	TOTAL LOTTERY REVENUE	.00	21,485.97	61,523.00	40,037.03	34.9
	<u>MISCELLANEOUS REVENUE</u>					
05-18-4619	INTEREST & DIVIDEND INCOME	242.28	735.19	.00	(735.19)	.0
	TOTAL MISCELLANEOUS REVENUE	242.28	735.19	.00	(735.19)	.0
	TOTAL FUND REVENUE	242.28	22,221.16	61,523.00	39,301.84	36.1
05-45-5506	CAPITAL OUTLAY--PARKS & EQUIP	.00	.00	98,500.00	98,500.00	.0
	TOTAL DEPARTMENT 45	.00	.00	98,500.00	98,500.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	98,500.00	98,500.00	.0
	NET REVENUE OVER EXPENDITURES	242.28	22,221.16	(36,977.00)	(59,198.16)	60.1

TOWN OF MEAD
BALANCE SHEET
APRIL 30, 2023

SEWER FUND

ASSETS

06-01-0100	COMBINED CASH	1,799,555.99	
06-01-1302	PREPAID EXPENSE	2,418.87	
06-01-1305	ACCUM DEPRECIATION - PLANT & E	(3,537,093.14)	
06-01-1306	A/R-UTILITY BILLING	97,379.74	
06-01-1501	LAND	294,834.95	
06-01-1502	LAND IMPROV.	322,159.37	
06-01-1503	SEWER COLLECTION SYSTEM	1,753,546.08	
06-01-1504	BUILDINGS	281,750.60	
06-01-1506	MACH. & EQUIP.	179,757.28	
06-01-1507	WASTEWATER TREATMENT PLANT	6,722,398.81	
06-01-1510	CONSTRUCTION IN PROGRESS	42,103.93	
TOTAL ASSETS			<u>7,958,812.48</u>

LIABILITIES AND EQUITY

LIABILITIES

06-02-2000	ACCOUNTS PAYABLE	361.28	
06-02-2200	LOAN PAYABLE CWRPDA--LT	1,391,698.93	
06-02-2201	LOAN PAYABLE CWRPDA--CURRENT	79,497.38	
06-02-2300	EMPLOYEE PENSION PAYABLE	655.69	
06-02-2310	EMPLOYEE HEALTH INS. PAYABLE	940.20	
06-02-2312	WORKERS COMP INSURANCE PAYABLE	(181.60)	
06-02-2314	401(A) CONTRIBUTIONS PAYABLE	54.23	
06-02-2400	FED. WITHHOLDING TAX PAYABLE	702.95	
06-02-2401	SOCIAL SECURITY TAX PAYABLE	768.61	
06-02-2402	MEDICARE TAX PAYABLE	179.75	
06-02-2403	STATE WITHHOLDING TAX PAYABLE	492.75	
06-02-2404	STATE UNEMPLOYMENT TAX PAYABLE	24.78	
06-02-2410	MISC PAYROLL PAYABLE	5,746.00	
06-02-2500	ACC'D COMPENSATED ABS--CURRENT	1,094.99	
06-02-2501	ACCR'D COMPENSATED ABSENCES-LT	9,854.89	
06-02-2502	ACCRUED INT PAYABLE--CWRPDA	21,393.65	
06-02-2601	BOND PREMIUM--UNAMORTIZED	49,993.06	
TOTAL LIABILITIES			1,563,277.54

FUND EQUITY

06-02-3001	FUND BALANCE	5,746,434.27	
UNAPPROPRIATED FUND BALANCE:			
06-02-3010	CONTRIBUTIONS FROM DEVELOPERS	15,000.00	
06-02-3020	CONTRIBUTIONS SEWER TAPS	425,400.00	
	REVENUE OVER EXPENDITURES - YTD	208,700.67	
BALANCE - CURRENT DATE		<u>649,100.67</u>	
TOTAL FUND EQUITY			6,395,534.94

TOWN OF MEAD
BALANCE SHEET
APRIL 30, 2023

SEWER FUND

TOTAL LIABILITIES AND EQUITY

7,958,812.48

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2023

SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>CHARGES FOR SERVICES</u>					
06-11-4150	SEWER USER FEES	78,389.40	301,349.39	982,183.00	680,833.61	30.7
06-11-4152	RATERINK LIFT STA. SURCHARGE	1,020.00	4,040.00	.00	(4,040.00)	.0
06-11-4160	SEWER LATE/NSF FEES	1,270.00	4,540.00	16,000.00	11,460.00	28.4
06-11-4165	SEWER TAP FEES	38,442.00	102,960.00	494,932.00	391,972.00	20.8
	TOTAL CHARGES FOR SERVICES	119,121.40	412,889.39	1,493,115.00	1,080,225.61	27.7
	<u>MISCELLANEOUS REVENUE</u>					
06-18-4619	INTEREST & DIVIDEND INCOME	7,472.31	26,250.37	36,000.00	9,749.63	72.9
	TOTAL MISCELLANEOUS REVENUE	7,472.31	26,250.37	36,000.00	9,749.63	72.9
	TOTAL FUND REVENUE	126,593.71	439,139.76	1,529,115.00	1,089,975.24	28.7
	<u>ADMINISTRATION</u>					
06-40-5001	SALARIES & WAGES	12,448.41	56,594.60	169,869.00	113,274.40	33.3
06-40-5055	OVERTIME	414.64	1,200.77	.00	(1,200.77)	.0
06-40-5060	PAYROLL TAXES	977.34	4,281.33	12,995.00	8,713.67	33.0
06-40-5065	WORKERS COMP	538.41	1,316.67	3,094.00	1,777.33	42.6
06-40-5066	HEALTH INSURANCE	1,784.71	7,075.19	25,845.00	18,769.81	27.4
06-40-5067	DEFERRED COMP/RETIREMENT	643.78	2,722.34	7,009.00	4,286.66	38.8
06-40-5068	MEDICAL SAVINGS	48.98	206.33	587.00	380.67	35.2
06-40-5201	COMPUTER / TECHNOLOGY	.00	371.00	.00	(371.00)	.0
06-40-5205	POSTAGE	385.87	1,155.71	4,800.00	3,644.29	24.1
06-40-5300	TELEPHONE	79.51	318.06	720.00	401.94	44.2
06-40-5320	GENERAL LIABILITY INSURANCE	25.01	2,187.23	9,390.00	7,202.77	23.3
06-40-5331	DUES AND MEMBERSHIP	.00	1,000.00	1,200.00	200.00	83.3
06-40-5399	OTHER PROFESSIONAL SERVICES	519.40	1,558.20	6,583.00	5,024.80	23.7
06-40-5400	LEGAL FEES	878.60	2,698.15	11,385.00	8,686.85	23.7
06-40-5401	CONSULTING FEES	1,665.97	4,801.26	13,647.00	8,845.74	35.2
06-40-5405	ENGINEERING FEES	.00	1,710.00	70,000.00	68,290.00	2.4
06-40-5410	PLANNING/CONSULTANTS	204.14	618.87	2,040.00	1,421.13	30.3
06-40-5415	AUDIT FEES	.00	.00	7,977.00	7,977.00	.0
06-40-5460	ADMINISTRATIVE OVERHEAD	.00	.00	9,185.00	9,185.00	.0
06-40-5700	MISC. EXPENSE	.00	.00	500.00	500.00	.0
06-40-5701	BANK FEES	567.51	1,665.53	.00	(1,665.53)	.0
06-40-5705	MILEAGE	50.00	200.00	300.00	100.00	66.7
	TOTAL ADMINISTRATION	21,232.28	91,681.24	357,126.00	265,444.76	25.7

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2023

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS</u>					
06-47-5210 OPERATING SUPPLIES	.00	.00	1,500.00	1,500.00	.0
06-47-5215 REPAIRS & MAINT	615.63	6,736.00	160,500.00	153,764.00	4.2
06-47-5227 CHEMICALS	.00	.00	750.00	750.00	.0
06-47-5231 SLUDGE DISPOSAL	3,185.00	14,241.75	65,000.00	50,758.25	21.9
06-47-5248 SEWER LINE REPAIRS	.00	581.76	15,000.00	14,418.24	3.9
06-47-5253 GAS & OIL	585.15	2,276.01	6,000.00	3,723.99	37.9
06-47-5305 UTILITIES	4,408.73	14,264.77	68,284.00	54,019.23	20.9
06-47-5310 TRASH	93.72	281.16	1,125.00	843.84	25.0
06-47-5390 SEWER MAINT. CONTRACT	216.00	26,317.71	85,638.00	59,320.29	30.7
06-47-5391 SEWER TESTING	324.48	1,567.20	6,000.00	4,432.80	26.1
06-47-5392 LINE LOCATOR	1,124.88	1,531.23	6,000.00	4,468.77	25.5
06-47-5393 STATE DISCHARGE PERMIT	.00	77.00	3,500.00	3,423.00	2.2
06-47-5394 SEWER LINE FLUSHING	.00	.00	85,000.00	85,000.00	.0
06-47-5396 R&M--RATERINK LIFT STATION	.00	2,205.00	.00	(2,205.00)	.0
06-47-5556 CAPITAL OUTLAY--CIPP	.00	.00	100,000.00	100,000.00	.0
06-47-5557 CAPITAL OUTLAY-HEADWORKS MECH	.00	3,601.00	185,700.00	182,099.00	1.9
06-47-5558 CAPITAL OUTLAY-BLOWER REPLACE	.00	.00	130,000.00	130,000.00	.0
06-47-5559 CAPITAL OUTLAY-CHEMICAL PHOSOP	.00	.00	100,000.00	100,000.00	.0
TOTAL OPERATIONS	10,553.59	73,680.59	1,019,997.00	946,316.41	7.2
<u>DEPARTMENT 98</u>					
06-98-9801 2007 CWRPDA LOAN--PRINCIPAL	.00	39,404.88	79,497.00	40,092.12	49.6
06-98-9802 2007 CWRPDA LOAN--INTEREST	.00	25,672.38	50,657.00	24,984.62	50.7
TOTAL DEPARTMENT 98	.00	65,077.26	130,154.00	65,076.74	50.0
TOTAL FUND EXPENDITURES	31,785.87	230,439.09	1,507,277.00	1,276,837.91	15.3
NET REVENUE OVER EXPENDITURES	94,807.84	208,700.67	21,838.00	(186,862.67)	955.7

TOWN OF MEAD
BALANCE SHEET
APRIL 30, 2023

POLICE FUND

ASSETS

08-01-0100	CASH IN COMMON - POLICE	224,723.26	
	TOTAL ASSETS		224,723.26

LIABILITIES AND EQUITY

FUND EQUITY

08-02-3001	FUND BALANCE	250,667.54	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	(25,944.28)	
	BALANCE - CURRENT DATE	(25,944.28)	
	TOTAL FUND EQUITY		224,723.26
	TOTAL LIABILITIES AND EQUITY		224,723.26

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2023

POLICE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
08-11-4165	IMPACT FEES	8,665.00	22,987.67	150,321.00	127,333.33	15.3
	TOTAL SOURCE 11	8,665.00	22,987.67	150,321.00	127,333.33	15.3
	<u>SOURCE 18</u>					
08-18-4619	INTEREST & DIVIDEND INCOME	933.12	3,486.93	5,400.00	1,913.07	64.6
	TOTAL SOURCE 18	933.12	3,486.93	5,400.00	1,913.07	64.6
	TOTAL FUND REVENUE	9,598.12	26,474.60	155,721.00	129,246.40	17.0
	<u>DEPARTMENT 42</u>					
08-42-5491	VEHICLE LEASE EXPENSES	3,707.06	32,991.63	86,925.00	53,933.37	38.0
08-42-5511	CAPITAL OUTLAY--BLDGS & IMPVTS	.00	19,427.25	225,000.00	205,572.75	8.6
	TOTAL DEPARTMENT 42	3,707.06	52,418.88	311,925.00	259,506.12	16.8
	TOTAL FUND EXPENDITURES	3,707.06	52,418.88	311,925.00	259,506.12	16.8
	NET REVENUE OVER EXPENDITURES	5,891.06	(25,944.28)	(156,204.00)	(130,259.72)	(16.6)

TOWN OF MEAD
BALANCE SHEET
APRIL 30, 2023

MUNICIPAL FACILITIES FUND

ASSETS

09-01-0100	COMBINED CASH	2,988,607.66	
	TOTAL ASSETS		2,988,607.66

LIABILITIES AND EQUITY

LIABILITIES

09-02-2000	ACCOUNTS PAYABLE	14,184.91	
09-02-2005	RETAINAGE PAYABLE	202,114.39	
	TOTAL LIABILITIES		216,299.30

FUND EQUITY

09-02-3003	FUND BALANCE-MUNICIPAL	2,327,141.70	
09-02-3004	FUND BALANCE-RECREATION	67,630.83	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	377,535.83	
	BALANCE - CURRENT DATE	377,535.83	
	TOTAL FUND EQUITY		2,772,308.36
	TOTAL LIABILITIES AND EQUITY		2,988,607.66

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2023

MUNICIPAL FACILITIES FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>FEES</u>					
09-11-4165	IMPACT FEES	75,760.00	193,338.76	1,284,309.00	1,090,970.24	15.1
	TOTAL FEES	75,760.00	193,338.76	1,284,309.00	1,090,970.24	15.1
	<u>GRANTS</u>					
09-15-4545	GRANTS--EIAF 9349 STATE FUNDS	21,097.62	21,097.62	40,000.00	18,902.38	52.7
	TOTAL GRANTS	21,097.62	21,097.62	40,000.00	18,902.38	52.7
	<u>SOURCE 16</u>					
09-16-4806	TRANSFER FROM SEWER FUND	.00	375,000.00	1,500,000.00	1,125,000.00	25.0
09-16-4819	TRF FR CAPITAL IMPRVT FUND	.00	200,000.00	800,000.00	600,000.00	25.0
	TOTAL SOURCE 16	.00	575,000.00	2,300,000.00	1,725,000.00	25.0
	<u>MISCELLANEOUS REVENUE</u>					
09-18-4619	INTEREST & DIVIDEND INCOME	12,409.61	43,937.34	63,525.00	19,587.66	69.2
	TOTAL MISCELLANEOUS REVENUE	12,409.61	43,937.34	63,525.00	19,587.66	69.2
	TOTAL FUND REVENUE	109,267.23	833,373.72	3,687,834.00	2,854,460.28	22.6
	<u>ADMINISTRATION</u>					
09-40-5410	PLANNING/CONSULTANTS	.00	3,740.00	30,000.00	26,260.00	12.5
	TOTAL ADMINISTRATION	.00	3,740.00	30,000.00	26,260.00	12.5
	<u>STREETS</u>					
09-44-5602	LEASE PURCH PRIN--2021 TRUCK 2	.00	38,287.18	38,287.00	(.18)	100.0
09-44-5603	LEASE PURCH INT--2021 TRUCK 2	.00	4,956.00	4,956.00	.00	100.0
09-44-5604	2021 LEASE PURCH PRIN--TRUCK 1	.00	.00	39,470.00	39,470.00	.0
09-44-5605	2021 LEASE PURCH INT--TRUCK 1	.00	.00	3,773.00	3,773.00	.0
	TOTAL STREETS	.00	43,243.18	86,486.00	43,242.82	50.0

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2023

MUNICIPAL FACILITIES FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>DEPARTMENT 45</u>					
09-45-5491	VEHICLE LEASE EXPENSES	5,750.99	22,701.25	63,140.00	40,438.75	36.0
	TOTAL DEPARTMENT 45	5,750.99	22,701.25	63,140.00	40,438.75	36.0
	<u>DEPARTMENT 49</u>					
09-49-5491	VEHICLE LEASE EXPENSES	.00	.00	12,333.00	12,333.00	.0
	TOTAL DEPARTMENT 49	.00	.00	12,333.00	12,333.00	.0
	<u>EXPENDITURES</u>					
09-50-5500	CAPITAL OUTLAY	88,087.18	90,502.18	400,000.00	309,497.82	22.6
09-50-5505	CAPITAL OUTLAY--OFFICE EQ	.00	3,310.50	.00	(3,310.50)	.0
09-50-5511	CAPITAL OUTLAY--PW FACILITY	26,530.50	217,892.41	175,000.00	(42,892.41)	124.5
09-50-5512	CAPITAL OUTLAY--TH IMPRVMTS	.00	.00	50,000.00	50,000.00	.0
09-50-5514	CAPITAL OUTLAY--GRADER SHED	.00	.00	50,000.00	50,000.00	.0
	TOTAL EXPENDITURES	114,617.68	311,705.09	675,000.00	363,294.91	46.2
	<u>DEPARTMENT 51</u>					
09-51-5500	CAPITAL OUTLAY	48,211.62	74,448.37	5,385,000.00	5,310,551.63	1.4
	TOTAL DEPARTMENT 51	48,211.62	74,448.37	5,385,000.00	5,310,551.63	1.4
	TOTAL FUND EXPENDITURES	168,580.29	455,837.89	6,251,959.00	5,796,121.11	7.3
	NET REVENUE OVER EXPENDITURES	(59,313.06)	377,535.83	(2,564,125.00)	(2,941,660.83)	14.7

TOWN OF MEAD
BALANCE SHEET
APRIL 30, 2023

TRANSPORTATION FUND

ASSETS

14-01-0100	COMBINED CASH	6,863,330.31	
	TOTAL ASSETS		6,863,330.31

LIABILITIES AND EQUITY

LIABILITIES

14-02-2005	RETAINAGE PAYABLE	7,669.81	
	TOTAL LIABILITIES		7,669.81

FUND EQUITY

14-02-3001	FUND BALANCE	6,403,665.94	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	451,994.56	
	BALANCE - CURRENT DATE	451,994.56	
	TOTAL FUND EQUITY		6,855,660.50
	TOTAL LIABILITIES AND EQUITY		6,863,330.31

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2023

TRANSPORTATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>FEEES</u>					
14-11-4165	IMPACT FEES	104,832.00	289,252.93	2,056,551.00	1,767,298.07	14.1
	TOTAL FEES	104,832.00	289,252.93	2,056,551.00	1,767,298.07	14.1
	<u>GRANTS</u>					
14-15-4570	GRANTS	.00	.00	824,850.00	824,850.00	.0
14-15-4575	CML GRANT--BRIDGE	.00	.00	160,317.00	160,317.00	.0
14-15-4580	FEDERAL GRANT--3RD & WELKER	.00	.00	1,900,000.00	1,900,000.00	.0
14-15-4585	ENERGY COLO--EV CHARGING GRANT	.00	.00	40,000.00	40,000.00	.0
	TOTAL GRANTS	.00	.00	2,925,167.00	2,925,167.00	.0
	<u>SOURCE 16</u>					
14-16-4820	TRANSFER FROM MURA	.00	125,000.00	500,000.00	375,000.00	25.0
	TOTAL SOURCE 16	.00	125,000.00	500,000.00	375,000.00	25.0
	<u>MISCELLANEOUS REVENUE</u>					
14-18-4619	INTEREST & DIVIDEND INCOME	28,114.88	101,776.85	.00	(101,776.85)	.0
	TOTAL MISCELLANEOUS REVENUE	28,114.88	101,776.85	.00	(101,776.85)	.0
	<u>SOURCE 19</u>					
14-19-4941	P.I.L.O.CONSTRUCTION	.00	.00	500,000.00	500,000.00	.0
	TOTAL SOURCE 19	.00	.00	500,000.00	500,000.00	.0
	TOTAL FUND REVENUE	132,946.88	516,029.78	5,981,718.00	5,465,688.22	8.6

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2023

TRANSPORTATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
14-40-5405 ENGINEERING FEES	.00	.00	20,000.00	20,000.00	.0
14-40-5500 CAPITAL OUTLAY--WELKER/3RD	.00	36,267.78	4,557,511.00	4,521,243.22	.8
14-40-5501 CAPITAL OUTLAY--SAFE RTE TESTSCH	.00	.00	531,063.00	531,063.00	.0
14-40-5562 CAPITAL OUTLAY-Y BRIDGE DESIGN	.00	.00	200,396.00	200,396.00	.0
14-40-5565 CAPITAL OUTLAY-SH66/CR7 UNDER	13,633.50	27,192.44	500,000.00	472,807.56	5.4
14-40-5566 CAPITAL OUTLAY-SH 66/CR7--ITEN	.00	.00	1,250,000.00	1,250,000.00	.0
14-40-5567 CAPITAL OUTLAY-NORTH CREEK	.00	575.00	20,000.00	19,425.00	2.9
14-40-5568 CAPITAL OUTLAY-ALLEY IMPTS	.00	.00	1,250,000.00	1,250,000.00	.0
14-40-5569 CAPITAL OUTLAY-INT CR 38 & I	.00	.00	200,000.00	200,000.00	.0
14-40-5570 CAPITAL OUTLAY-EV CHARGING ST	.00	.00	40,000.00	40,000.00	.0
14-40-5720 CONTINGENCIES	.00	.00	175,000.00	175,000.00	.0
 TOTAL EXPENDITURES	 13,633.50	 64,035.22	 8,743,970.00	 8,679,934.78	 .7
 TOTAL FUND EXPENDITURES	 13,633.50	 64,035.22	 8,743,970.00	 8,679,934.78	 .7
 NET REVENUE OVER EXPENDITURES	 119,313.38	 451,994.56	 (2,762,252.00)	 (3,214,246.56)	 16.4

TOWN OF MEAD
BALANCE SHEET
APRIL 30, 2023

PARKS & OPEN SPACE

ASSETS

18-01-0100	CASH IN COMMON - PARKS & OPEN	1,491,262.74	
	TOTAL ASSETS		1,491,262.74

LIABILITIES AND EQUITY

FUND EQUITY

18-02-3001	FUND BALANCE	1,110,903.68	
18-02-3005	FUND BALANCE - OPEN SPACE	619,757.05	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	(239,397.99)	
	BALANCE - CURRENT DATE	(239,397.99)	
	TOTAL FUND EQUITY		1,491,262.74
	TOTAL LIABILITIES AND EQUITY		1,491,262.74

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2023

PARKS & OPEN SPACE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>FEES</u>					
18-11-4165	IMPACT FEES	46,736.00	110,895.00	666,020.00	555,125.00	16.7
	TOTAL FEES	46,736.00	110,895.00	666,020.00	555,125.00	16.7
	<u>MISCELLANEOUS REVENUE</u>					
18-18-4527	GOCO GRANT--FISHING IS FUN	.00	.00	100,000.00	100,000.00	.0
18-18-4619	INTEREST & DIVIDEND INCOME	6,192.18	24,707.01	.00	(24,707.01)	.0
	TOTAL MISCELLANEOUS REVENUE	6,192.18	24,707.01	100,000.00	75,292.99	24.7
	TOTAL FUND REVENUE	52,928.18	135,602.01	766,020.00	630,417.99	17.7
	<u>ADMINISTRATION</u>					
18-40-5410	PLANNING/CONSULTANTS	.00	.00	130,000.00	130,000.00	.0
	TOTAL ADMINISTRATION	.00	.00	130,000.00	130,000.00	.0
	<u>DEPARTMENT 45</u>					
18-45-5500	CAPITAL OUTLAY	.00	.00	350,000.00	350,000.00	.0
	TOTAL DEPARTMENT 45	.00	.00	350,000.00	350,000.00	.0
	<u>CAPITAL PROJECTS</u>					
18-52-5500	CAPITAL OUTLAY	.00	.00	375,000.00	375,000.00	.0
18-52-5909	TRANSFER TO MUNICIPAL FUND	.00	375,000.00	1,500,000.00	1,125,000.00	25.0
	TOTAL CAPITAL PROJECTS	.00	375,000.00	1,875,000.00	1,500,000.00	20.0
	TOTAL FUND EXPENDITURES	.00	375,000.00	2,355,000.00	1,980,000.00	15.9
	NET REVENUE OVER EXPENDITURES	52,928.18	(239,397.99)	(1,588,980.00)	(1,349,582.01)	(15.1)

TOWN OF MEAD
BALANCE SHEET
APRIL 30, 2023

CAPITAL IMPROVEMENT FUND

ASSETS

19-01-0100	COMBINED CASH	1,100,711.40	
	TOTAL ASSETS		1,100,711.40

LIABILITIES AND EQUITY

FUND EQUITY

19-02-3001	FUND BALANCE	939,833.52	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	160,877.88	
	BALANCE - CURRENT DATE	160,877.88	
	TOTAL FUND EQUITY		1,100,711.40
	TOTAL LIABILITIES AND EQUITY		1,100,711.40

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2023

CAPITAL IMPROVEMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>TRANSFERS IN</u>					
19-16-4615	TRANSFER IN FROM GENERAL	.00	345,112.75	1,380,451.00	1,035,338.25	25.0
	TOTAL TRANSFERS IN	.00	345,112.75	1,380,451.00	1,035,338.25	25.0
	<u>MISCELLANEOUS REVENUE</u>					
19-18-4619	INTEREST & DIVIDEND INCOME	4,570.49	15,765.13	21,000.00	5,234.87	75.1
	TOTAL MISCELLANEOUS REVENUE	4,570.49	15,765.13	21,000.00	5,234.87	75.1
	TOTAL FUND REVENUE	4,570.49	360,877.88	1,401,451.00	1,040,573.12	25.8
	<u>DEPARTMENT 46</u>					
19-46-5909	TRANSFER TO MUNI FACIL FUND	.00	200,000.00	800,000.00	600,000.00	25.0
	TOTAL DEPARTMENT 46	.00	200,000.00	800,000.00	600,000.00	25.0
	TOTAL FUND EXPENDITURES	.00	200,000.00	800,000.00	600,000.00	25.0
	NET REVENUE OVER EXPENDITURES	4,570.49	160,877.88	601,451.00	440,573.12	26.8

TOWN OF MEAD
BALANCE SHEET
APRIL 30, 2023

MEAD URBAN RENEWAL AUTHORITY

ASSETS

20-01-0100	COMBINED CASH	3,330,962.14	
20-01-1250	PROPERTY TAX RECEIVABLE	2,904,204.00	
20-01-1301	A/R - MURA	218.76	
20-01-1302	PREPAID EXPENSE	842.29	
	TOTAL ASSETS		6,236,227.19

LIABILITIES AND EQUITY

LIABILITIES

20-02-2300	EMPLOYEE PENSION PAYABLE	896.69	
20-02-2310	EMPLOYEE HEALTH INS. PAYABLE	1,147.40	
20-02-2312	WORKERS COMP INSURANCE PAYABLE	184.24	
20-02-2314	401(A) CONTRIBUTIONS PAYABLE	271.16	
20-02-2400	FED. WITHHOLDING TAX PAYABLE	1,006.71	
20-02-2401	SOCIAL SECURITY TAX PAYABLE	967.77	
20-02-2402	MEDICARE TAX PAYABLE	226.31	
20-02-2403	STATE WITHHOLDING TAX PAYABLE	646.08	
20-02-2404	STATE UNEMPLOYMENT TAX PAYABLE	31.66	
20-02-2410	MISC PAYROLL PAYABLE	6,219.45	
20-02-2700	DEFERRED INFLOWS- PROPERTY TAX	2,904,204.00	
	TOTAL LIABILITIES		2,915,801.47

FUND EQUITY

20-02-3001	FUND BALANCE	3,091,476.14	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	228,949.58	
	BALANCE - CURRENT DATE	228,949.58	
	TOTAL FUND EQUITY		3,320,425.72
	TOTAL LIABILITIES AND EQUITY		6,236,227.19

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2023

MEAD URBAN RENEWAL AUTHORITY

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>TAXES</u>					
20-10-4050	TAX INCREMENT REVENUE (TIF)	.00	406,847.02	2,904,204.00	2,497,356.98	14.0
	TOTAL TAXES	.00	406,847.02	2,904,204.00	2,497,356.98	14.0
	<u>FEES</u>					
20-11-4110	ADMINSTRATIVE FEE	.00	.00	15,240.00	15,240.00	.0
	TOTAL FEES	.00	.00	15,240.00	15,240.00	.0
	<u>MISCELLANEOUS REVENUE</u>					
20-18-4619	INTEREST & DIVIDEND INCOME	13,831.17	49,557.74	29,295.00	(20,262.74)	169.2
	TOTAL MISCELLANEOUS REVENUE	13,831.17	49,557.74	29,295.00	(20,262.74)	169.2
	TOTAL FUND REVENUE	13,831.17	456,404.76	2,948,739.00	2,492,334.24	15.5
	<u>ADMINISTRATION</u>					
20-40-5001	SALARIES & WAGES	16,237.66	70,257.89	207,756.00	137,498.11	33.8
20-40-5060	PAYROLL TAXES	1,243.25	5,394.34	15,893.00	10,498.66	33.9
20-40-5065	WORKERS COMP	238.77	696.02	1,226.00	529.98	56.8
20-40-5066	HEALTH INSURANCE	1,978.82	7,077.35	23,307.00	16,229.65	30.4
20-40-5067	DEFERRED COMP/RETIREMENT	1,019.01	4,399.60	12,515.00	8,115.40	35.2
20-40-5068	MEDICAL SAVINGS	57.68	184.10	617.00	432.90	29.8
20-40-5100	TIF REVENUE SHARING	.00	.00	1,655,481.00	1,655,481.00	.0
20-40-5300	TELEPHONE	48.50	158.00	523.00	365.00	30.2
20-40-5320	GENERAL LIABILITY INSURANCE	10.00	874.89	3,343.00	2,468.11	26.2
20-40-5400	LEGAL FEES	520.19	1,341.73	40,000.00	38,658.27	3.4
20-40-5401	CONSULTING FEES	1,475.73	4,356.84	13,187.00	8,830.16	33.0
20-40-5415	AUDIT FEES	.00	.00	2,659.00	2,659.00	.0
20-40-5425	COUNTY TREASURER'S FEE	.00	6,593.32	43,563.00	36,969.68	15.1
20-40-5427	TIF ADVANCE	.00	.00	1,100,000.00	1,100,000.00	.0
20-40-5500	CAPITAL OUTLAY	.00	.00	50,000.00	50,000.00	.0
20-40-5700	MISC. EXPENSE	.00	121.10	1,000.00	878.90	12.1
20-40-5705	MILEAGE	250.00	1,000.00	2,000.00	1,000.00	50.0
20-40-5914	TRANSFER TO TRANSPORTATION FD	.00	125,000.00	500,000.00	375,000.00	25.0
20-40-5999	OTHER PROJECTS	.00	.00	1,000,000.00	1,000,000.00	.0
	TOTAL ADMINISTRATION	23,079.61	227,455.18	4,673,070.00	4,445,614.82	4.9
	TOTAL FUND EXPENDITURES	23,079.61	227,455.18	4,673,070.00	4,445,614.82	4.9

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2023

MEAD URBAN RENEWAL AUTHORITY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	(9,248.44)	228,949.58	(1,724,331.00)	(1,953,280.58)	13.3

Report Criteria:

Report type: GL detail

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
05/23	05/22/2023	35624	Brent Newbanks	102022	01-42-5330	Meal Reimbursement - Dallas 10-15 to 1	225.00- V
Total 35624:							225.00-
05/23	05/10/2023	36553	Amazon Capital Services Inc	141L-H6CP-	01-42-5210	Supplies	93.12
05/23	05/10/2023	36553	Amazon Capital Services Inc	14N6-XQ7Y-	01-49-5260	Baseball	74.74
05/23	05/10/2023	36553	Amazon Capital Services Inc	16F4-4PJH-6	01-42-5330	Training	19.99
05/23	05/10/2023	36553	Amazon Capital Services Inc	16Y1-4M77-4	01-42-5210	Supplies	69.97
05/23	05/10/2023	36553	Amazon Capital Services Inc	1DLK-QTV4-	01-47-5200	Supplies	78.91
05/23	05/10/2023	36553	Amazon Capital Services Inc	1HJ3-JMNH-	01-42-5330	Training	459.80
05/23	05/10/2023	36553	Amazon Capital Services Inc	1HJ3-JMNH-	01-42-5210	Supplies	55.98
05/23	05/10/2023	36553	Amazon Capital Services Inc	1HJL-LR6K-3	01-42-5210	Supplies	49.98
05/23	05/10/2023	36553	Amazon Capital Services Inc	1JNG-NWLM	01-49-5262	Fishing Event	63.34
05/23	05/10/2023	36553	Amazon Capital Services Inc	1N3W-6Q9C-	01-42-5330	Training	22.57
05/23	05/10/2023	36553	Amazon Capital Services Inc	1QDT-4XLW-	01-42-5210	Supplies	42.89
05/23	05/10/2023	36553	Amazon Capital Services Inc	1VXD-7MGK	01-49-5349	Lunch n Learn	55.92
05/23	05/10/2023	36553	Amazon Capital Services Inc	1YK9-LJH7-3	01-42-5330	Training	102.73
Total 36553:							1,189.94
05/23	05/10/2023	36554	OmniTRAX Holdings Combined, I	050923	09-51-5500	Community Center	4,000.00
Total 36554:							4,000.00
05/23	05/22/2023	36555	Brent Newbanks	102022	01-42-5330	Meal Reimbursement - Dallas 10-15 to 1	225.00
Total 36555:							225.00
05/23	05/30/2023	36556	4 Rivers Equipment, LLC	1480608	04-44-5369	Equipment Rental	300.00
Total 36556:							300.00
05/23	05/30/2023	36557	4Rivers Equipment	1476512	04-44-5369	Equipment Rental	2,400.00
Total 36557:							2,400.00
05/23	05/30/2023	36558	Adams County	478106	01-42-5330	Training	500.00
Total 36558:							500.00
05/23	05/30/2023	36559	ADAMSON POLICE PRODUCTS	INV395495	01-42-5254	Uniform	81.00
05/23	05/30/2023	36559	ADAMSON POLICE PRODUCTS	INV395581	01-42-5254	Uniform	128.65
05/23	05/30/2023	36559	ADAMSON POLICE PRODUCTS	INV396379	01-42-5254	Uniform	79.20
Total 36559:							288.85
05/23	05/30/2023	36560	AGFINITY	22MEA-0008	20-40-5427	Agfinity Public Improvement Cost of Rei	357,280.00
Total 36560:							357,280.00
05/23	05/30/2023	36561	Alerus	81423	01-40-5068	FSA Administration	175.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 36561:							175.00
05/23	05/30/2023	36562	All Copy Products Inc	501443881	01-40-5315	Copier Lease	126.42
05/23	05/30/2023	36562	All Copy Products Inc	501443881	01-42-5315	Copier Lease	93.52
05/23	05/30/2023	36562	All Copy Products Inc	501812135	01-47-5315	Copier Lease	78.23
Total 36562:							298.17
05/23	05/30/2023	36563	All Copy Products, Inc.	AR3903366	01-47-5315	Copies	57.05
05/23	05/30/2023	36563	All Copy Products, Inc.	AR3903369	01-47-5315	Copies	98.19
05/23	05/30/2023	36563	All Copy Products, Inc.	AR3930093	01-42-5315	Copies	108.37
05/23	05/30/2023	36563	All Copy Products, Inc.	AR3930094	01-40-5315	Copies	116.42
05/23	05/30/2023	36563	All Copy Products, Inc.	AR3933180	01-47-5315	Copies	63.75
Total 36563:							443.78
05/23	05/30/2023	36564	ALPHAGRAPHICS OF NO COLO	107674	01-49-5216	Truck Graphics	1,544.75
05/23	05/30/2023	36564	ALPHAGRAPHICS OF NO COLO	107693	04-44-5216	PW truck no. decals & logo decals	327.93
Total 36564:							1,872.68
05/23	05/30/2023	36565	Amazon Capital Services Inc	143V-T1XC-3	01-40-5200	Supplies	139.27
05/23	05/30/2023	36565	Amazon Capital Services Inc	1K7W-XDTC-	01-40-5200	Supplies	154.27
05/23	05/30/2023	36565	Amazon Capital Services Inc	1KVG-YKTL-	01-42-5210	Supplies	32.73
05/23	05/30/2023	36565	Amazon Capital Services Inc	1NKX-HM11-	01-47-5200	Supplies	67.52
05/23	05/30/2023	36565	Amazon Capital Services Inc	1Q1L-61MX-	01-42-5255	Equipment	1,244.73
05/23	05/30/2023	36565	Amazon Capital Services Inc	1TVN-R37Q-	01-41-5841	1CH7-FV4K-6JCG - Coffee Maker Credit	29.99
Total 36565:							1,608.53
05/23	05/30/2023	36566	Arborado, LLC	00001839	01-45-5371	Main Park - all Elms; Founders Park - Lo	1,290.00
Total 36566:							1,290.00
05/23	05/30/2023	36567	AXON ENTERPRISES, INC.	CNUS00183	01-42-5254	Acct 482999 - Holster (x2) - Credit	76.89
05/23	05/30/2023	36567	AXON ENTERPRISES, INC.	CNUS00276	01-42-5254	Acct 482999 - Holster (x2) - Credit	76.89
05/23	05/30/2023	36567	AXON ENTERPRISES, INC.	INUS154255	01-42-5255	Equipment	1,626.30
05/23	05/30/2023	36567	AXON ENTERPRISES, INC.	INUS155125	01-42-5255	Equipment	11.32
Total 36567:							1,483.84
05/23	05/30/2023	36568	BLACK EAGLE FENCE INC	2527	01-42-5215	Svc Call/Maint on 4/25/23	159.00
Total 36568:							159.00
05/23	05/30/2023	36569	CASELLE	124652	01-40-5399	Support - June	816.20
05/23	05/30/2023	36569	CASELLE	124652	01-48-5399	Support - June	148.40
05/23	05/30/2023	36569	CASELLE	124652	06-40-5399	Support - June	519.40
Total 36569:							1,484.00
05/23	05/30/2023	36570	CIRSA	231253	01-40-5320	General Liability Insurance - 2023 Chev	14.87
05/23	05/30/2023	36570	CIRSA	231253	01-41-5320	General Liability Insurance - 2023 Chev	5.95
05/23	05/30/2023	36570	CIRSA	231253	01-42-5320	General Liability Insurance - 2023 Chev	83.23
05/23	05/30/2023	36570	CIRSA	231253	01-43-5320	General Liability Insurance - 2023 Chev	23.79

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
05/23	05/30/2023	36570	CIRSA	231253	04-44-5320	General Liability Insurance - 2023 Chev	74.33
05/23	05/30/2023	36570	CIRSA	231253	01-45-5320	General Liability Insurance - 2023 Chev	29.73
05/23	05/30/2023	36570	CIRSA	231253	01-47-5320	General Liability Insurance - 2023 Chev	14.87
05/23	05/30/2023	36570	CIRSA	231253	01-48-5320	General Liability Insurance - 2023 Chev	5.95
05/23	05/30/2023	36570	CIRSA	231253	01-49-5320	General Liability Insurance - 2023 Chev	23.79
05/23	05/30/2023	36570	CIRSA	231253	06-40-5320	General Liability Insurance - 2023 Chev	14.87
05/23	05/30/2023	36570	CIRSA	231253	20-40-5320	General Liability Insurance - 2023 Chev	5.95
Total 36570:							297.33
05/23	05/30/2023	36571	City-County Communications & M	INV-1066	01-49-5330	Conference	605.00
Total 36571:							605.00
05/23	05/30/2023	36572	CivicPlus	260444	01-49-5700	Doc Mgmt Module	1,673.52
Total 36572:							1,673.52
05/23	05/30/2023	36573	Colorado Association of School R	01377	01-42-5330	June Safety Conference - AS	350.00
Total 36573:							350.00
05/23	05/30/2023	36574	Cribari Law Firm	043023	01-48-5455	Prosecuting Attorney	1,657.50
Total 36574:							1,657.50
05/23	05/30/2023	36575	CSG Forte Payments, Inc	1527208	01-49-5700	Acct #315442 - Pmt Gateway Replacem	62.53
Total 36575:							62.53
05/23	05/30/2023	36576	DBC Irrigation Supply	S4977875.00	01-45-5372	Irrigation	191.24
Total 36576:							191.24
05/23	05/30/2023	36577	Denali Water Solutions LLc	INV471260	06-47-5231	Sludge Disposal	5,005.56
05/23	05/30/2023	36577	Denali Water Solutions LLc	INV485003	06-47-5231	Sludge Disposal	910.00
05/23	05/30/2023	36577	Denali Water Solutions LLc	INV486180	06-47-5231	Sludge Disposal	910.00
Total 36577:							6,825.56
05/23	05/30/2023	36578	DEPARTMENT OF MOTOR VEHI	50523	01-02-2307	OJ/W Default Judgement - State 2020/21	405.00
Total 36578:							405.00
05/23	05/30/2023	36579	Ditesco LLC	2023-219	04-44-5405	Proj 23-03-66 - TOM - 2023 Pavement M	2,993.50
05/23	05/30/2023	36579	Ditesco LLC	2023-220	09-50-5500	Proj 22-02-39 - Courtroom Remodel	5,263.00
05/23	05/30/2023	36579	Ditesco LLC	2023-221	09-50-5511	Proj 21-03-22 - PW Facility	655.00
05/23	05/30/2023	36579	Ditesco LLC	2023-224	09-51-5500	Proj 22-03-17 - TOM - Community Cente	5,652.80
Total 36579:							14,564.30
05/23	05/30/2023	36580	Elder Construction Inc	044592	09-50-5500	Boardroom/courtroom	46,940.40
05/23	05/30/2023	36580	Elder Construction Inc	044592	09-02-2005	Boardroom/courtroom	2,347.02
Total 36580:							44,593.38

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
05/23	05/30/2023	36581	Erika Pflipsen	050123	01-47-5200	employee reimb	19.54
Total 36581:							19.54
05/23	05/30/2023	36582	FAIRBANK EQUIPMENT INC	S2393341.00	01-45-5216	Spray Tank	527.16
05/23	05/30/2023	36582	FAIRBANK EQUIPMENT INC	S2393685.00	01-45-5216	Spray Tank	134.35
Total 36582:							661.51
05/23	05/30/2023	36583	Felsburg Holt & Ullevig	37217	14-40-5500	3rd & Welker - 3/1 to 4/30/2023	614.00
Total 36583:							614.00
05/23	05/30/2023	36584	First Armored Services	1969	01-42-5216	Radio - VIN NNA13638	88.98
05/23	05/30/2023	36584	First Armored Services	1970	01-42-5216	Radio - VIN BEF32721	88.98
Total 36584:							177.96
05/23	05/30/2023	36585	Fit For You Mead	1027	01-49-5265	Sr Exercise - April	232.00
Total 36585:							232.00
05/23	05/30/2023	36586	Flock Group Inc	INV-13135	01-42-5500	Falcon/Falcon Flex/Prof Services	8,700.00
Total 36586:							8,700.00
05/23	05/30/2023	36587	Fox Tuttle Transportation Group	19021-49A	01-47-5405	19021 - On Call - 3/1/23 to 4/30/23	110.00
Total 36587:							110.00
05/23	05/30/2023	36588	FRONTIER SELF STORAGE	070123	01-40-5700	Storage	100.00
Total 36588:							100.00
05/23	05/30/2023	36589	GREELEY LOCK AND KEY	0000021375	01-40-5215	Annual Access 2023	710.40
05/23	05/30/2023	36589	GREELEY LOCK AND KEY	0000021375	01-42-5215	Annual Access 2023	307.20
05/23	05/30/2023	36589	GREELEY LOCK AND KEY	0000021375	01-47-5215	Annual Access 2023	902.40
Total 36589:							1,920.00
05/23	05/30/2023	36590	GREEN MILL SPORTSMAN CLU	131	01-42-5330	Shooting Range - 4/26/23	150.00
Total 36590:							150.00
05/23	05/30/2023	36591	GROUND ENGINEERING, INC.	230012.0	04-44-5405	Town of Mead - Pavement Engineering	4,000.00
Total 36591:							4,000.00
05/23	05/30/2023	36592	Heather Hanes	05122023	01-11-4100	Bldg Fees - refund due to value	1,010.41
05/23	05/30/2023	36592	Heather Hanes	05122023	01-10-4030	Use Tax Gen Fund - refund due to value	450.00
05/23	05/30/2023	36592	Heather Hanes	05122023	04-10-4030	Use Tax Street Maint Fund - refund due t	225.00
Total 36592:							1,685.41
05/23	05/30/2023	36593	Immanuel Windhorst	05312023	01-47-5203	Employee Reimbursement - Clothing	121.47
05/23	05/30/2023	36593	Immanuel Windhorst	05312023	01-47-5203	Employee Reimbursement - Boots	152.24

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 36593:							273.71
05/23	05/30/2023	36594	INFUSION ARCHITECTS	21023-3	09-50-5500	Courtroom	3,013.47
Total 36594:							3,013.47
05/23	05/30/2023	36595	International Agents Inc	000750	01-42-5343	Contractual Services	1,350.00
Total 36595:							1,350.00
05/23	05/30/2023	36596	JARVIS	6342	01-49-5260	Registration Fees	2.50
Total 36596:							2.50
05/23	05/30/2023	36597	Jerry Bergeson	050823	01-49-5262	Summer Concert Band - 6/16/23	2,500.00
Total 36597:							2,500.00
05/23	05/30/2023	36598	Kimball Midwest	101022916	01-47-5210	Parts/Supplies	349.06
Total 36598:							349.06
05/23	05/30/2023	36599	KISSINGER & FELLMAN PC	3801	01-90-8155	Comcast	427.00
Total 36599:							427.00
05/23	05/30/2023	36600	KLEEN-TECH SERVICES CORP	INV0002040	01-40-5050	Janitorial Services - April	677.54
05/23	05/30/2023	36600	KLEEN-TECH SERVICES CORP	INV0002040	01-42-5050	Janitorial Services - April	829.58
05/23	05/30/2023	36600	KLEEN-TECH SERVICES CORP	INV0002040	01-47-5050	Janitorial Services - April	746.00
Total 36600:							2,253.12
05/23	05/30/2023	36601	KONICA MINOLTA PREMIER FIN	501136154	01-40-5315	Copier Lease	95.79
Total 36601:							95.79
05/23	05/30/2023	36602	Krische Construction, Inc	21086 20	09-50-5511	PW Facility	10,069.00
05/23	05/30/2023	36602	Krische Construction, Inc	21086 20	09-02-2005	PW Facility	503.45-
Total 36602:							9,565.55
05/23	05/30/2023	36603	LONGMONT AREA CHAMBER O	41243	01-41-5841	Unity in Community	300.00
Total 36603:							300.00
05/23	05/30/2023	36604	LONGMONT HUMANE SOCIETY	ME043023	01-42-5346	Animal Impounds - April	700.00
Total 36604:							700.00
05/23	05/30/2023	36605	LOVELAND BARRICADE LLC	20187	04-44-5252	Signage	2,385.00
Total 36605:							2,385.00
05/23	05/30/2023	36606	MAC EQUIPMENT INC	433515	01-45-5216	Toro Aerator	142.94

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 36606:							142.94
05/23	05/30/2023	36607	MAIN STREET MAT COMPANY	166939	01-40-5210	Floor Mats	65.50
05/23	05/30/2023	36607	MAIN STREET MAT COMPANY	166940	01-42-5210	Floor Mats	63.60
05/23	05/30/2023	36607	MAIN STREET MAT COMPANY	169326	01-40-5210	Floor Mats	65.50
05/23	05/30/2023	36607	MAIN STREET MAT COMPANY	169331	01-47-5210	Floor Mats	97.30
Total 36607:							291.90
05/23	05/30/2023	36608	MCDONALD FARMS ENTERPRI	0079153-IN	01-47-5215	Facilities Maint	2,549.00
05/23	05/30/2023	36608	MCDONALD FARMS ENTERPRI	0079675-IN	01-47-5215	Facilities Maint	1,814.00
Total 36608:							4,363.00
05/23	05/30/2023	36609	MICHOW COX & MCASKIN LLP	April 2023 - S	01-40-5400	Legal Services - Apr	15,461.25
05/23	05/30/2023	36609	MICHOW COX & MCASKIN LLP	April 2023 - S	06-40-5400	Legal Services - Apr	813.75
05/23	05/30/2023	36609	MICHOW COX & MCASKIN LLP	Mead.Apr202	01-02-2615	Buffalo Highlands (321)	2,443.00
05/23	05/30/2023	36609	MICHOW COX & MCASKIN LLP	Mead.Apr202	01-02-2615	Sugar Beet Solar (323)	3,099.50
05/23	05/30/2023	36609	MICHOW COX & MCASKIN LLP	Mead.Apr202	01-02-2615	Club Car Wash (329)	2,443.00
05/23	05/30/2023	36609	MICHOW COX & MCASKIN LLP	Mead.Apr202	01-02-2615	Home Run Heating (328)	609.50
05/23	05/30/2023	36609	MICHOW COX & MCASKIN LLP	Mead.Apr202	01-02-2615	Lakeside Canyon (290)	330.00
05/23	05/30/2023	36609	MICHOW COX & MCASKIN LLP	Mead.Apr202	01-02-2615	Rangeview (270)	954.00
05/23	05/30/2023	36609	MICHOW COX & MCASKIN LLP	Mead.Apr202	01-02-2615	17790 CR 7 (Shiers) Annex (327)	280.75
05/23	05/30/2023	36609	MICHOW COX & MCASKIN LLP	Mead.Apr202	01-02-2615	Postle (292)	316.25
05/23	05/30/2023	36609	MICHOW COX & MCASKIN LLP	Mead.Apr202	01-02-2615	Turion South (277)	212.00
05/23	05/30/2023	36609	MICHOW COX & MCASKIN LLP	Mead.Apr202	01-02-2615	QuikTrip (294)	159.00
05/23	05/30/2023	36609	MICHOW COX & MCASKIN LLP	Mead.Apr202	01-02-2615	Elevation 25 (296)	55.00
05/23	05/30/2023	36609	MICHOW COX & MCASKIN LLP	Mead.Apr202	01-02-2615	AMK Annexation (326)	79.50
05/23	05/30/2023	36609	MICHOW COX & MCASKIN LLP	Mead.Apr202	01-40-5400	Mileage Reimbursement	97.28
05/23	05/30/2023	36609	MICHOW COX & MCASKIN LLP	Mead.Apr202	06-40-5400	Mileage Reimbursement	97.27
05/23	05/30/2023	36609	MICHOW COX & MCASKIN LLP	Mead.Apr202	01-40-5400	Litigation (disconnection action)	99.00
Total 36609:							27,550.05
05/23	05/30/2023	36610	Minuteman Press	7325	01-40-5210	Name Badge - MS; Envelopes	187.82
Total 36610:							187.82
05/23	05/30/2023	36611	MJT Communications	13820	01-40-5401	Computer Consulting - June	1,100.00
05/23	05/30/2023	36611	MJT Communications	13820	06-40-5401	Computer Consulting - June	137.50
05/23	05/30/2023	36611	MJT Communications	13820	20-40-5401	Computer Consulting - June	137.50
Total 36611:							1,375.00
05/23	05/30/2023	36612	MOUNTAIN TRUCK & EQUIP	14760-34776	04-44-5216	Fleet R & M	23.04
Total 36612:							23.04
05/23	05/30/2023	36613	MURRAY DAHL BEERY & RENA	18009	01-40-5400	Litigation	140.00
Total 36613:							140.00
05/23	05/30/2023	36614	NAPA AUTO PARTS	188073	04-44-5216	PW05	45.11

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 36614:							45.11
05/23	05/30/2023	36615	Nectar HR	13553	01-49-5349	Nectar Rewards	130.00
Total 36615:							130.00
05/23	05/30/2023	36616	NEXTRUST INC.	351989	06-40-5205	Sewer Bills	394.77
05/23	05/30/2023	36616	NEXTRUST INC.	351989	06-40-5410	Sewer Bills	206.23
Total 36616:							601.00
05/23	05/30/2023	36617	NOCO Roofing LLC	2916	01-42-5215	PD Facility - R & M	750.00
Total 36617:							750.00
05/23	05/30/2023	36618	One Way Inc	296519	01-47-5310	D13927G - 1341 CR 34 Trash	77.18
05/23	05/30/2023	36618	One Way Inc	296660	01-47-5310	D13927H - 1341 CR 34 Recycle	102.61
05/23	05/30/2023	36618	One Way Inc	296715	01-42-5310	D13927A - 537 Main St Trash	77.18
05/23	05/30/2023	36618	One Way Inc	296716	01-42-5310	D13927B - 537 Main St Recycle	49.61
05/23	05/30/2023	36618	One Way Inc	296722	01-40-5310	D13927C - 441 Third St Trash	77.18
05/23	05/30/2023	36618	One Way Inc	296723	01-40-5310	D13927D - 441 Third St Recycle	49.61
05/23	05/30/2023	36618	One Way Inc	296729	06-47-5310	D13927E - 4504 Welker Trash	93.72
05/23	05/30/2023	36618	One Way Inc	296768	01-42-5310	D13927F - 201 Welker	26.44
Total 36618:							553.53
05/23	05/30/2023	36619	Otak, Inc	0000523000	14-40-5565	Proj 020596.A00 - SH66/CR 7 Ped Cros	33,428.69
Total 36619:							33,428.69
05/23	05/30/2023	36620	Patrick Shea	789.01 - 051	99-01-1075	Refund overpayment. Account 789.01	150.86
Total 36620:							150.86
05/23	05/30/2023	36621	PINNACOL ASSURANCE	21291342	01-02-2312	WC - May	10,811.13
05/23	05/30/2023	36621	PINNACOL ASSURANCE	21291342	06-02-2312	WC - May	397.94
05/23	05/30/2023	36621	PINNACOL ASSURANCE	21291342	20-02-2312	WC - May	135.93
Total 36621:							11,345.00
05/23	05/30/2023	36622	Pomp's Tire Service, Inc	1910005780	01-47-5216	Fleet - REpairs & Maint - DKs	37.10
Total 36622:							37.10
05/23	05/30/2023	36623	Prairie Mountian Media	0000346869	01-90-8155	Published Notices	35.67
05/23	05/30/2023	36623	Prairie Mountian Media	0000346869	01-02-2615	Published Notices (277)	36.83
05/23	05/30/2023	36623	Prairie Mountian Media	0000346869	01-02-2615	Published Notices (323)	25.23
05/23	05/30/2023	36623	Prairie Mountian Media	0000346869	01-02-2615	Published Notices (321)	509.97
05/23	05/30/2023	36623	Prairie Mountian Media	0000346869	01-41-5340	Published Notices	123.48
Total 36623:							731.18
05/23	05/30/2023	36624	RAMEY ENVIRONMENTAL COM	25689	06-47-5391	Lab Services	184.32

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 36624:							184.32
05/23	05/30/2023	36625	Saela Pest Control	79830	01-47-5215	Pest Control	149.00
05/23	05/30/2023	36625	Saela Pest Control	84786	01-47-5215	Pest Control	149.00
05/23	05/30/2023	36625	Saela Pest Control	86931	01-47-5215	Loc #124644 - Pest Control	149.00
Total 36625:							447.00
05/23	05/30/2023	36626	Safebuilt	0098227-IN	01-43-5460	Plan Review/ Permit Inspection	34,827.19
Total 36626:							34,827.19
05/23	05/30/2023	36627	Scofield Fruits LLC	1019	01-49-5349	Lunch n Learn	100.00
Total 36627:							100.00
05/23	05/30/2023	36628	Scott Uhl	050823	01-49-5262	Summer Concert Band - 6/10/23	1,600.00
Total 36628:							1,600.00
05/23	05/30/2023	36629	Sirchie Acquisition Company, LLC	0589295-IN	01-42-5210	Supplies	25.26
Total 36629:							25.26
05/23	05/30/2023	36630	SPGlass LLC	1-21028	04-44-5216	Fleet R & M - Roadside Mower	282.00
05/23	05/30/2023	36630	SPGlass LLC	1-21029	04-44-5216	Fleet R & M - PW01	665.28
05/23	05/30/2023	36630	SPGlass LLC	1-21030	04-44-5216	Fleet R & M - PW02	488.07
05/23	05/30/2023	36630	SPGlass LLC	1-21031	04-44-5216	Fleet R & M - PW07	488.07
Total 36630:							1,923.42
05/23	05/30/2023	36631	SportsEngine Inc	INV0157865	01-49-5260	Coach background checks	184.00
Total 36631:							184.00
05/23	05/30/2023	36632	ST. VRAIN VALLEY SCHOOL DIS	373	01-49-5260	Winter Basketball - Facility	1,537.50
Total 36632:							1,537.50
05/23	05/30/2023	36633	Strohman Enterprise Inc	231861	01-42-5255	SET Breaching 50092	2,768.48
Total 36633:							2,768.48
05/23	05/30/2023	36634	Sunshine Harmon	050923	01-13-4625	Coach Refund	85.00
Total 36634:							85.00
05/23	05/30/2023	36635	Target Specialty Products	INVP501133	01-45-5215	Fertilizer for Parks - Sales #ORD100096	2,321.47
05/23	05/30/2023	36635	Target Specialty Products	INVP501139	01-45-5370	Seed - Sales Order #IRD100125759	442.50
Total 36635:							2,763.97
05/23	05/30/2023	36636	TDS	0006545 051	01-40-5325	Internet	457.30

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 36636:							457.30
05/23	05/30/2023	36637	TRIDENT SECURITY SYSTEMS	29952	09-50-5511	PW Facility	1,480.32
Total 36637:							1,480.32
05/23	05/30/2023	36638	UBEO Business Services	4121997	01-43-5201	Large Format Printer - Maintenance	326.99
Total 36638:							326.99
05/23	05/30/2023	36639	University Auto Parts, Inc	268940	01-47-5216	EO1	64.64
05/23	05/30/2023	36639	University Auto Parts, Inc	268941	04-44-5216	PW05	72.44
Total 36639:							137.08
05/23	05/30/2023	36640	US Bank Voyager Fleet Systems	8694028342	01-40-5253	Fuel	144.85
05/23	05/30/2023	36640	US Bank Voyager Fleet Systems	8694028342	01-42-5253	Fuel	2,531.78
05/23	05/30/2023	36640	US Bank Voyager Fleet Systems	8694028342	04-44-5253	Fuel	1,523.96
05/23	05/30/2023	36640	US Bank Voyager Fleet Systems	8694028342	01-45-5253	Fuel	512.48
05/23	05/30/2023	36640	US Bank Voyager Fleet Systems	8694028342	01-47-5253	Fuel	407.36
05/23	05/30/2023	36640	US Bank Voyager Fleet Systems	8694028342	06-47-5253	Fuel	512.48
Total 36640:							5,632.91
05/23	05/30/2023	36641	Utility Notification Center of Color	223040911	06-47-5392	Line locates - April 2023	398.61
Total 36641:							398.61
05/23	05/30/2023	36642	VALLEY FIRE EXTINGUISHER I	156139	01-40-5215	Fire Extinguisher - Inspection/Maintenan	27.00
05/23	05/30/2023	36642	VALLEY FIRE EXTINGUISHER I	156139	01-42-5215	Fire Extinguisher - Inspection/Maintenan	318.00
05/23	05/30/2023	36642	VALLEY FIRE EXTINGUISHER I	156139	01-47-5215	Fire Extinguisher - Inspection/Maintenan	484.00
Total 36642:							829.00
05/23	05/30/2023	36643	VECCHI & ASSOCIATES LLC	3171	01-43-5410	Planning Consultant	787.50
05/23	05/30/2023	36643	VECCHI & ASSOCIATES LLC	3171	01-43-5410	Mileage Reimbursement	16.38
05/23	05/30/2023	36643	VECCHI & ASSOCIATES LLC	3171-D	01-02-2615	Buffalo Highlands (321)	4,150.00
Total 36643:							4,953.88
05/23	05/30/2023	36644	VECTOR DISEASE CONTROL	PI-A0001224	01-45-5348	Pest Contol - Mosquitos - Inv 1 of 5	4,416.00
Total 36644:							4,416.00
05/23	05/30/2023	36645	Voiance Language Services LLC	2023031721	01-42-5343	OPI Interpretation Services - April	37.26
05/23	05/30/2023	36645	Voiance Language Services LLC	SLA0420231	01-42-5343	Credit - Service Level Adj	6.21
Total 36645:							31.05
05/23	05/30/2023	36646	WELD COUNTY TASK FORCE	050523	01-02-2307	WCTF 2020/21	960.00
Total 36646:							960.00
05/23	05/30/2023	36647	WELD REGIONAL COMMUNICA	103886	01-42-5343	Dispatch Services	304.00
05/23	05/30/2023	36647	WELD REGIONAL COMMUNICA	103942	01-42-5500	APX6000 (x3); APX6500 (x3)	32,430.12

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 36647:							32,734.12
05/23	05/30/2023	36648	WHITE BEAR ANKELE TANAKA	27790	20-40-5400	MURA Legal	5,258.25
Total 36648:							5,258.25
05/23	05/30/2023	36649	Wickham Tractor Company	IE18322	04-44-5216	PW09	40.34
Total 36649:							40.34
05/23	05/30/2023	36650	WORKWELL OCCUPATIONAL M	751303	01-47-5075	Drug Screens - BH; CW	90.96
Total 36650:							90.96
05/23	05/30/2023	50523101	Pitney Bowes Global Financial Se	3909 042723	01-01-1302	Postage reserve	600.00
Total 50523101:							600.00
05/23	05/30/2023	50523102	VERIZON WIRELESS	9934325146	06-40-5300	Wireless bill	40.05
05/23	05/30/2023	50523102	VERIZON WIRELESS	9934325146	04-44-5300	Wireless bill	66.92
05/23	05/30/2023	50523102	VERIZON WIRELESS	9934325146	01-49-5300	Wireless bill	76.69
05/23	05/30/2023	50523102	VERIZON WIRELESS	9934325146	01-47-5300	Wireless bill	160.04
05/23	05/30/2023	50523102	VERIZON WIRELESS	9934325146	01-43-5300	Wireless bill	50.74
05/23	05/30/2023	50523102	VERIZON WIRELESS	9934325146	01-41-5210	Wireless bill	51.45
05/23	05/30/2023	50523102	VERIZON WIRELESS	9934325146	01-40-5300	Wireless bill	40.01
05/23	05/30/2023	50523102	VERIZON WIRELESS	9934325147	01-42-5300	Wireless bill	1,013.88
Total 50523102:							1,499.78
05/23	05/16/2023	51623100	CENTURY LINK	0831 052523	01-40-5300	TH Fax	70.53
05/23	05/16/2023	51623100	CENTURY LINK	4018 050123	01-40-5300	TH Elevator	78.68
05/23	05/16/2023	51623100	CENTURY LINK	4770 042523	01-42-5300	PD Fax	68.07
Total 51623100:							217.28
05/23	05/16/2023	51623101	SAMSCLUB	4230 050223	01-40-5700	Int Charge prev cycle	72.17
05/23	05/16/2023	51623101	SAMSCLUB	4230 050223	01-47-5210	4/12/23 - Supplies	379.92
05/23	05/16/2023	51623101	SAMSCLUB	4230 050223	01-47-5200	4/12/23 - Supplies	402.26
05/23	05/16/2023	51623101	SAMSCLUB	4230 050223	01-40-5200	4/27/23 - Supplies	134.58
05/23	05/16/2023	51623101	SAMSCLUB	4230 050223	01-40-5210	4/27/23 - Supplies	33.82
05/23	05/16/2023	51623101	SAMSCLUB	4230 050223	01-42-5200	4/27/23 - Supplies	101.52
Total 51623101:							1,124.27
05/23	05/22/2023	52223100	UNITED POWER	12650701 5/	01-45-5305	Booster Pump Founders 4/2023	20.00
05/23	05/22/2023	52223100	UNITED POWER	12952800 5/	01-45-5305	Mead Ponds 4/2023	20.00
05/23	05/22/2023	52223100	UNITED POWER	14305100 5/	06-47-5305	WWTP 4/2023	4,141.14
05/23	05/22/2023	52223100	UNITED POWER	16836300 5/	01-45-5305	Park Sprinkler Liberty 4/2023	23.07
05/23	05/22/2023	52223100	UNITED POWER	16909300 5/	01-45-5305	Feather Ridge 4/2023	20.01
05/23	05/22/2023	52223100	UNITED POWER	17159100 5/	01-45-5305	Sprinkler Clock Dtn 4/2023	20.02
05/23	05/22/2023	52223100	UNITED POWER	17618300 5/	01-40-5305	Town Hall 4/2023	420.81
05/23	05/22/2023	52223100	UNITED POWER	17770000 5/	01-45-5305	Gazebo 4/2023	22.55
05/23	05/22/2023	52223100	UNITED POWER	18949400 5/	01-42-5305	Modular PD 4/2023	343.48
05/23	05/22/2023	52223100	UNITED POWER	21881700 5/	01-47-5305	1341 CR 344/2023	614.15
05/23	05/22/2023	52223100	UNITED POWER	6753101 5/3/	01-45-5305	Irrig Sprinkler N Creek 4/2023	20.02

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
05/23	05/22/2023	52223100	UNITED POWER	7490500 5/3/	06-47-5305	Pump lake Thomas 4/2023	20.00
05/23	05/22/2023	52223100	UNITED POWER	83701 5/3/20	01-42-5305	Shop 4/2023	92.43
05/23	05/22/2023	52223100	UNITED POWER	96302 5/3/20	06-47-5305	WWTP Lagoon 4/2023	37.74
Total 52223100:							5,815.42
05/23	05/22/2023	52223101	Enterprise FM Trust	FBN4734248	08-42-5491	Fleet	17,909.65
05/23	05/22/2023	52223101	Enterprise FM Trust	FBN4734248	09-45-5491	Fleet	5,662.90
05/23	05/22/2023	52223101	Enterprise FM Trust	FBN4734248	09-49-5491	Fleet	2,461.09
Total 52223101:							26,033.64
05/23	05/24/2023	52423100	JOHN DEERE FINANCIAL	27406 05012	04-44-5203	Clothing - TM	85.98
Total 52423100:							85.98
05/23	05/24/2023	52423101	Loveland Pulse	303-007777	01-47-5305	PW Internet	226.35
Total 52423101:							226.35
Grand Totals:							709,226.66

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-01-1302	600.00	.00	600.00
01-02-2000	414.98	181,050.98-	180,636.00-
01-02-2307	1,365.00	.00	1,365.00
01-02-2312	10,811.13	.00	10,811.13
01-02-2615	15,703.53	.00	15,703.53
01-10-4030	450.00	.00	450.00
01-11-4100	1,010.41	.00	1,010.41
01-13-4625	85.00	.00	85.00
01-40-5050	677.54	.00	677.54
01-40-5068	175.00	.00	175.00
01-40-5200	428.12	.00	428.12
01-40-5210	352.64	.00	352.64
01-40-5215	737.40	.00	737.40
01-40-5253	144.85	.00	144.85
01-40-5300	189.22	.00	189.22
01-40-5305	420.81	.00	420.81
01-40-5310	126.79	.00	126.79
01-40-5315	338.63	.00	338.63
01-40-5320	14.87	.00	14.87
01-40-5325	457.30	.00	457.30
01-40-5399	816.20	.00	816.20
01-40-5400	15,797.53	.00	15,797.53
01-40-5401	1,100.00	.00	1,100.00
01-40-5700	172.17	.00	172.17
01-41-5210	51.45	.00	51.45
01-41-5320	5.95	.00	5.95
01-41-5340	123.48	.00	123.48
01-41-5841	300.00	29.99-	270.01

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
01-42-5050	829.58	.00	829.58
01-42-5200	101.52	.00	101.52
01-42-5210	433.53	.00	433.53
01-42-5215	1,534.20	.00	1,534.20
01-42-5216	177.96	.00	177.96
01-42-5253	2,531.78	.00	2,531.78
01-42-5254	288.85	153.78-	135.07
01-42-5255	5,650.83	.00	5,650.83
01-42-5300	1,081.95	.00	1,081.95
01-42-5305	435.91	.00	435.91
01-42-5310	153.23	.00	153.23
01-42-5315	201.89	.00	201.89
01-42-5320	83.23	.00	83.23
01-42-5330	1,830.09	225.00-	1,605.09
01-42-5343	1,691.26	6.21-	1,685.05
01-42-5346	700.00	.00	700.00
01-42-5500	41,130.12	.00	41,130.12
01-43-5201	326.99	.00	326.99
01-43-5300	50.74	.00	50.74
01-43-5320	23.79	.00	23.79
01-43-5410	803.88	.00	803.88
01-43-5460	34,827.19	.00	34,827.19
01-45-5215	2,321.47	.00	2,321.47
01-45-5216	804.45	.00	804.45
01-45-5253	512.48	.00	512.48
01-45-5305	145.67	.00	145.67
01-45-5320	29.73	.00	29.73
01-45-5348	4,416.00	.00	4,416.00
01-45-5370	442.50	.00	442.50
01-45-5371	1,290.00	.00	1,290.00
01-45-5372	191.24	.00	191.24
01-47-5050	746.00	.00	746.00
01-47-5075	90.96	.00	90.96
01-47-5200	568.23	.00	568.23
01-47-5203	273.71	.00	273.71
01-47-5210	826.28	.00	826.28
01-47-5215	6,196.40	.00	6,196.40
01-47-5216	101.74	.00	101.74
01-47-5253	407.36	.00	407.36
01-47-5300	160.04	.00	160.04
01-47-5305	840.50	.00	840.50
01-47-5310	179.79	.00	179.79
01-47-5315	297.22	.00	297.22
01-47-5320	14.87	.00	14.87
01-47-5405	110.00	.00	110.00
01-48-5320	5.95	.00	5.95
01-48-5399	148.40	.00	148.40
01-48-5455	1,657.50	.00	1,657.50
01-49-5216	1,544.75	.00	1,544.75
01-49-5260	1,798.74	.00	1,798.74
01-49-5262	4,163.34	.00	4,163.34
01-49-5265	232.00	.00	232.00
01-49-5300	76.69	.00	76.69
01-49-5320	23.79	.00	23.79
01-49-5330	605.00	.00	605.00
01-49-5349	285.92	.00	285.92
01-49-5700	1,736.05	.00	1,736.05

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
01-90-8155	462.67	.00	462.67
04-02-2000	.00	16,486.97-	16,486.97-
04-10-4030	225.00	.00	225.00
04-44-5203	85.98	.00	85.98
04-44-5216	2,432.28	.00	2,432.28
04-44-5252	2,385.00	.00	2,385.00
04-44-5253	1,523.96	.00	1,523.96
04-44-5300	66.92	.00	66.92
04-44-5320	74.33	.00	74.33
04-44-5369	2,700.00	.00	2,700.00
04-44-5405	6,993.50	.00	6,993.50
06-02-2000	.00	14,835.35-	14,835.35-
06-02-2312	397.94	.00	397.94
06-40-5205	394.77	.00	394.77
06-40-5300	40.05	.00	40.05
06-40-5320	14.87	.00	14.87
06-40-5399	519.40	.00	519.40
06-40-5400	911.02	.00	911.02
06-40-5401	137.50	.00	137.50
06-40-5410	206.23	.00	206.23
06-47-5231	6,825.56	.00	6,825.56
06-47-5253	512.48	.00	512.48
06-47-5305	4,198.88	.00	4,198.88
06-47-5310	93.72	.00	93.72
06-47-5391	184.32	.00	184.32
06-47-5392	398.61	.00	398.61
08-02-2000	.00	17,909.65-	17,909.65-
08-42-5491	17,909.65	.00	17,909.65
09-02-2000	2,850.47	85,197.98-	82,347.51-
09-02-2005	.00	2,850.47-	2,850.47-
09-45-5491	5,662.90	.00	5,662.90
09-49-5491	2,461.09	.00	2,461.09
09-50-5500	55,216.87	.00	55,216.87
09-50-5511	12,204.32	.00	12,204.32
09-51-5500	9,652.80	.00	9,652.80
14-02-2000	.00	34,042.69-	34,042.69-
14-40-5500	614.00	.00	614.00
14-40-5565	33,428.69	.00	33,428.69
20-02-2000	.00	362,817.63-	362,817.63-
20-02-2312	135.93	.00	135.93
20-40-5320	5.95	.00	5.95
20-40-5400	5,258.25	.00	5,258.25
20-40-5401	137.50	.00	137.50
20-40-5427	357,280.00	.00	357,280.00
99-01-1075	150.86	.00	150.86
99-02-2000	.00	150.86-	150.86-
Grand Totals:	715,757.56	715,757.56-	.00

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

M = Manual Check, V = Void Check

Report Criteria:

Report type: GL detail

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
05/23	05/05/2023	50523100	Xpress Bill Pay	73603	06-40-5701	Credit Trans Fees	445.39
05/23	05/05/2023	50523100	Xpress Bill Pay	73603	01-40-5701	Credit Trans Fees	111.35
Total 50523100:							556.74
Grand Totals:							556.74

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-02-2000	.00	111.35-	111.35-
01-40-5701	111.35	.00	111.35
06-02-2000	.00	445.39-	445.39-
06-40-5701	445.39	.00	445.39
Grand Totals:	556.74	556.74-	.00



Agenda Item Summary

MEETING DATE: May 30, 2023

SUBJECT: **Resolution No. 35-R-2023** – A Resolution of the Town of Mead, Colorado, Adopting a Comprehensive Fee Schedule

PRESENTED BY: Mary Strutt, Administrative Services Director

SUMMARY

Annually the Board of Trustees reviews and readopts the Town’s Comprehensive Fee Schedule (“Fee Schedule”). The Fee Schedule is a compilation of all fees from all departments. It is available at Town Hall and is posted to the website for access by the citizens of Mead and users of any facilities. It is written in an easy to review format with a table of contents for reference. The Fee Schedule refers to the *Mead Municipal Code* where appropriate. The Fee Schedule is meant to be reviewed and updated annually with an effective date of June 1.

Below is a list of changes to the Fee Schedule for 2023:

- Mead Municipal Court Fine and Fee Schedule (updated by order of the Mead Municipal Court August 19, 2022)
- FTTP or Comparable Network Deployment Permit Fees (adopted by Resolution No. 51-R-2022, effective September 1, 2022)
- Development Impact Fees (annual adjustment effective January 1, 2023)
- Engineering Right-of-Way Extension Fee (Added by Resolution 7-R-2023 effective February 13, 2023)
- Sewer Tap and Plant Investment Fees and Sewer User Fees (Updated by Resolution No. 14-R-2023 effective March 1, 2023)
- Mead Police Fee Schedule (Updated by Resolution No. 26-R-2023 effective April 1, 2023)
- Park and Shelter Reservation Fees (Updated by Town Manager effective April 1, 2023)
- General Administrative Fees update to Animal Impound Fee, Animal Special Use Permit
- Community Development Fees updated for Administrative Relief, Residential Design Standards Review, sign removal

FINANCIAL CONSIDERATIONS

Staff regularly reviews the Town’s fees to ensure that any fees or charges cover the reasonable cost and expenses incurred by the Town in administering Town programs and services.

STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the May 30, 2023 consent agenda will approve this Resolution. If the item is pulled off of the consent agenda for additional discussion, staff recommends the following motion:

“I move to adopt Resolution No. 35-R-2023 – A Resolution of the Town of Mead, Colorado, Adopting a Comprehensive Fee Schedule.”

ATTACHMENTS

Resolution No. 35-R-2023
Comprehensive Fee Schedule June 1, 2023

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 35-R-2023**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, ADOPTING A
COMPREHENSIVE FEE SCHEDULE**

WHEREAS, the Town of Mead (“Town”) is authorized under Article 15 of Title 31 of the Colorado Revised Statutes to exercise general police and financial powers; and

WHEREAS, such powers include but are not limited to the ability to impose and collect fees for the processing of licenses and applications, the performance of other administrative services, and collection of fines and fees for violations of the *Mead Municipal Code* (“MMC”); and

WHEREAS, the Board of Trustees previously adopted Ordinance No. 941 which added Article VIII of Chapter 1 (titled “Fees and Charges”) to the MMC, and authorizes the Town to establish fees, charges and assessments for permits, licenses and services to cover the reasonable costs and expenses incurred by the Town in administering Town programs, and to include such fees and charges in a Comprehensive Fee Schedule; and

WHEREAS, Sec. 1-8-20 of the MMC authorizes the Board of Trustees to amend the Comprehensive Fee Schedule by resolution; and

WHEREAS, the Board of Trustees desires to amend the Town’s Comprehensive Fee Schedule (“Fee Schedule”) in order to incorporate certain changes in the Fee Schedule, including but not limited to:

- Mead Municipal Court Fine and Fee Schedule (updated by order of the Mead Municipal Court August 19, 2022)
- FTTP or Comparable Network Deployment Permit Fees (adopted by Resolution No. 51-R-2022, effective September 1, 2022)
- Development Impact Fees (annual adjustment effective January 1, 2023)
- Engineering Right-of-Way Extension Fee (Added by Resolution 7-R-2023 effective February 13, 2023)
- Sewer Tap and Plant Investment Fees and Sewer User Fees (Updated by Resolution No. 14-R-2023 effective March 1, 2023)
- Mead Police Fee Schedule (Updated by Resolution No. 26-R-2023 effective April 1, 2023)
- Park and Shelter Reservation Fees (Updated by Town Manager effective April 1, 2023)
- Other fees listed in the Agenda Item Summary prepared for the May 30, 2023 Board of Trustees Meeting regarding Comprehensive Fee Schedule

WHEREAS, a copy of the revised Fee Schedule is attached to this Resolution as **Exhibit 1** and is incorporated herein by reference; and

WHEREAS, the Board of Trustees desires to make the Fee Schedule attached to this Resolution

effective on June 1, 2023.

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

Section 1. Revised Comprehensive Fee Schedule Adopted. The Board of Trustees hereby: (a) adopts the Fee Schedule attached hereto as **Exhibit 1**; and (b) directs Town staff to take all steps necessary to implement the Fee Schedule effective as of the effective date set forth in Section 2 of this Resolution.

Section 2. Effective Date. This Resolution shall become effective on **June 1, 2023**. The Town Clerk shall cause a copy of the Fee Schedule to be uploaded to the Town's website and a copy shall be made available for public inspection in the office of the Town Clerk.

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 30th DAY OF MAY, 2023.

ATTEST:

TOWN OF MEAD

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

By: _____
Colleen G. Whitlow, Mayor

EXHIBIT 1

COMPREHENSIVE FEE SCHEDULE
(effective June 1, 2023)



Comprehensive Fee Schedule

June 1, 2023

General Administrative	Page 2
Parks and Facilities Reservations	Page 4
Police Department Administrative	Page 5
Municipal Court	Page 6
Liquor Licensing	Page 8
Metropolitan Districts	Page 10
Land Use and Development	Page 11
Engineering and Construction Management	Page 13
Oversize / Overweight Vehicles	Page 14
FOTP or Comparable Network Deployment	Page 14
Development Impact Fees	Page 15
Building Permit Fees	Page 16
Sewer Tap and Plant Investment Fee	Page 20
Sewer User Rates	Page 21
Industrial Discharge Permit and Surcharge	Page 23

GENERAL ADMINISTRATIVE FEE SCHEDULE

	Fee
Animal Impound (<i>see MMC § 7-6-340</i>)	
Impound Fee	\$190.00
Impound Fee – daily feeding/maintenance (daily fee is in addition to above impound fee)	\$35.00 / day
Animal Special Use Permit (<i>see MMC § 7-6-40</i>)	\$50.00
Animal Special Use Permit – chicken hens (<i>see MMC § 7-6-45</i>)	\$50.00
Business License (annual) (<i>see MMC § 6-1-40</i>)	\$30.00
Business License – General Business (<i>see MMC § 6-2-10</i>)	\$30.00
Business License – Refuse Hauler (<i>see MMC § 6-2-110</i>)	\$30.00
Business License – Sexually Oriented Businesses (<i>see MMC § 6-2-120</i>)	\$30.00
Business License – Medical Marijuana Caregiver (<i>see MMC § 6-2-130</i>)	\$30.00
Business License Late Fee – per month (<i>see MMC § 6-1-40</i>)	\$30.00
Fiber-Optic Cable Annual License (<i>see MMC § 6-4-30</i>)	\$500.00
Franchise Agreement – Deposit (<i>see MMC § 5-2-40</i> and 5-2-60)	
Application Fee	\$5000.00
Deposit	\$5000.00
Hunting Permit (<i>see MMC § 10-10-20</i>)	\$20.00
Insufficient Funds / Returned Check Fee	\$35.00 or actual cost
Mead Municipal Code Book (<i>see MMC § 1-3-110</i>)	Actual Cost
Mead Municipal Code Violation - General Penalty (<i>see MMC § 1-4-20</i>)	Up to \$1000
Medical Marijuana Primary Caregiver Background (<i>see MMC § 6-2-130</i>)	Actual up to \$250.00
Open Records (CORA) Requests	
Research/Retrieval Services	\$0.00 for the first hour, \$33.58 / hour thereafter, pro-rated in 15 minute increments
Black & White Copies	\$0.25 per page (up to 11"x17")
Color Copies	\$1.00 per page (up to 11"x17")
Certified Copies	\$1.00 additional per document
Electronic Copies (if available)	\$0.00 per page
Large Format Copies – printed or electronic	Actual Cost
Black & White Maps	Actual Cost
Mylars	Actual Cost
Photographic Reproductions	Actual Cost
Audio Tapes	Actual Cost
Diskettes / USB	Actual Cost
Electronic Retrieval	Actual Cost

Overnight Camping Refundable Cleanup Fee (<i>see MMC § 11-3-30</i>)	\$50.00
Parking Permit – Recreational Vehicles (<i>see MMC § 8-6-120</i>)	\$0
Pet License	
License – spayed or neutered (annual) (<i>see MMC § 7-6-220</i>)	\$5.00
License – unaltered (annual) (<i>see MMC § 7-6-220</i>)	\$10.00
Lost / Replacement Tag (<i>see MMC § 7-6-250</i>)	\$1.00
Solicitor / Peddler Permit (<i>see MMC § 6-5-50</i>)	
Application Fee (annual)	\$75.00
Bond / Deposit	\$1000.00
Renewal Fee (annual) (<i>see MMC § 6-5-140</i>)	\$25.00
Taxes	
Lodging Tax (per day) (<i>see MMC § 4-7-30</i>)	\$2.00
Lodging Tax-late penalties (<i>see MMC § 4-7-100</i>)	Greater of 10% or \$10.00
Property Tax	11.522 mills
Sales & Use Tax (<i>see MMC § 4-4-40</i>)	3.0%
Telephone Utility Occupation and Business Tax (<i>see MMC § 5-5-20</i>)	\$150.00/month

PARKS AND FACILITIES RESERVATION FEE SCHEDULE

(see MMC § 11-3-10)

	Resident	Non-Resident	Non-Profit	Deposit
Park & Shelter Reservation				
Town Park Gazebo	\$85	\$105	\$0	\$100
Town-Park Horseshoe Pit	\$85	\$105	\$0	\$100
Town Park – NW Corner	\$85	\$105	\$0	\$100
Lorin Mead Park at Highland Lake Shelter	\$85	\$105	\$0	\$100
Ames Park Shelter – 1 - North	\$65	\$85	\$0	\$100
Ames Park Shelter – 2 - Middle	\$65	\$85	\$0	\$100
Ames Park Shelter – 3 - South	\$65	\$85	\$0	\$100
Mead Ponds	\$65	\$85	\$0	\$100
Founders Park Shelter	\$65	\$85	\$0	\$100
Liberty Ranch Shelter	\$65	\$85	\$0	\$100
Margil Farms Gazebo	\$65	\$85	\$0	\$100
North Creek Shelter	\$65	\$85	\$0	\$100
Park & Field Reservation				
Town Park	\$400	\$500	\$200	\$300
Founders Park	\$200	\$300	\$100	\$100
Liberty Ranch T-Ball Field	\$100	\$200	\$50	\$100
Ames Park	\$100	\$200	\$50	\$100
Extras				
Electrical in Park*	\$50	\$50	\$50	
Water in Park*	\$50	\$50	\$50	
Field Prep/Paint Fee ²	\$100	\$100	\$100	

Reservation fee will increase by 50% on all Town observed holidays. All reservations are limited to ½ day. Only one reservation per park, per day. Rentals must be booked at least 10 days in advance and payment is due at time of reservation.

*Electrical and water are only available at Town Park.

MEAD POLICE DEPARTMENT ADMINISTRATIVE FEE SCHEDULE

	Fee
Research, Retrieval, Compilation & Redaction of Records (non-video)*	\$33.58/hour (first hour waived)
Reports	\$7.50 (up to 10 pages) \$0.25 per additional page
Video, Audio, Photocopies (1 CD or DVD included)	\$25.00 per CD plus \$33.58 for each hour of review / copying / handling
Sex Offender Registration	\$75 new, \$25 annual or quarterly
VIN Checks	\$20.00 (non-residents)
Warrant Surcharge, each	\$50.00
Certified Copies	\$1.00 per page
Video Redaction Fee (Body Worn Camera, etc)	Up to 2 hours of total video = \$100 to \$168 per hour of video (actual cost) Greater than 2 hours of total video = \$350 to \$550 per hour of video, depending on complexity (actual cost)
Additional Cost for Media (CD, DVD, USB Drive)	Costs vary depending on storage required.
Special Events Fees	
Officer	\$90 per hour
Supervisor	\$105 per hour
Postage	If records are not picked up, actual postage cost will apply

Deposit will be required based on the minimum estimate of the request, when it is estimated to be \$50.00 or more.

MEAD MUNICIPAL COURT FINE AND FEE SCHEDULE

ALL FINES AND FEES SET FORTH IN THIS SCHEDULE ARE SUBJECT TO THE DISCRETION OF THE MUNICIPAL COURT JUDGE EXCEPT AS DICTATED BY STATE STATUTE AND MAY BE INCREASED OR DECREASED IF THERE ARE MITIGATING OR AGGRAVATING FACTORS AT THE TIME OF SENTENCING.

ALL VIOLATIONS/ORDINANCES NOT LISTED REQUIRE A MANDATORY COURT APPEARANCE AND ARE SUBJECT TO FINES UP TO \$1000.00 AND MAY BE SUBJECT TO INCARCERATION FOR UP TO 364 DAYS PURSUANT TO MEAD MUNICIPAL CODE SECTION 1-4-20.

*MMC = Mead Municipal Code

*MTC = Model Traffic Code

Fines for Traffic Violations 4 Points and Under (may be modified at Court's discretion)	
1 st violation within 2 years	\$30.00 per point
2 nd violation within 2 years	\$35.00 per point
All Zero and One Point Violations	\$60.00
On all traffic violations, add an additional \$5.00 per point for an accident and/or each subsequent violation within the past 24 months	
3rd Violation in 24 months – Mandatory Court Appearance	
No proof of insurance	Set by state statute
No proof of insurance charge dismissal	\$25.00 administrative fee
All violation fines will have an added \$50.00 in court costs when paid prior to arraignments.	
*Speeding in a construction or school zone - fines will be DOUBLED based on original charge.	
*Fines for violations 6 points and above are set by the Municipal Judge.	

Court Costs and Miscellaneous Code Violations (may be modified at Court's discretion)	
Parking Violation - HANDICAP ONLY	\$150.00
Parking Violation – RV/Trailer 1 st Offense	\$50.00
2 nd Offense	Mandatory Appearance
All other parking Violations	\$50.00
Obstructed Window	\$60.00
Court Costs	\$50.00
Community Service	\$20.00
Show Cause Fee	\$35.00
Warrant Fee	\$75.00
Default Fee (*from MMC § 2-5-270)	\$30.00
Deferred Judgement / Prosecution Fee	\$100.00
Deferred Prosecution	\$75.00
Bad Check Charge	\$20.00
Contempt (*from MMC § 2-5-100)	\$0.00 to \$100.00
Witness fee (per witness) upon conviction after trial or hearing (from MMC §§ 2-5-270, 4-7-140)	\$5.00

Outstanding judgment warrant (<i>*from MMC § 2-5-270</i>)	\$30.00
Underage possession/consumption of alcohol (MMC § 10-11-50)	Up to \$500.00
Curfew (MMC § 10-12-30)	\$10.00 to \$100.00

All eligible mail in payments shall consist of the presumptive fine plus Court Costs of \$50.00

Effective November 18, 2021 by order of Mead Municipal Court

Updated by Order of Mead Municipal Court August 19, 2022

Traffic Code Violations <i>(may be modified at Court's discretion)</i>	
MTC Sec. 116 (restrictions on minor drivers) (<i>see MMC § 8-1-30(1)</i>)	First Offense – Up to \$100.00 Second Offense – Up to \$200.00 Third or Subsequent Offenses – Up to \$300.00
MTC Sec. 1406 (foreign matter on highway) (<i>see MMC § 8-1-30(13)</i>)	\$500.00
MTC Sec. 1701 (traffic infractions) (<i>*from MMC § 8-1-30(16); see also MMC § 8-1-50</i>)	Class A - \$25.00 to \$500.00 Class B - \$25.00 to \$500.00
MTC Sec. 1701 (misdemeanor traffic infractions) (<i>*from MMC § 8-1-30(16)</i>)	Class 1: Minimum - \$50.00/10 days imprisonment/both Maximum - \$1,000.00/364 days imprisonment/both Class 2: Minimum - \$50.00/10 days imprisonment/both Maximum - \$500.00/90 days imprisonment/both
Conviction, judgment, guilty plea, admission of liability for traffic infraction violation (<i>*from MMC § 8-1-50</i>)	\$10.00 to \$500.00, exclusive of costs and surcharges
Safety belt (<i>see MMC § 8-4-10</i>)	\$60.00
Child restraints (<i>see MMC § 8-4-20</i>)	Up to \$150.00
Civil traffic infractions MMC Ch. 8, Art. V (<i>see MMC § 8-5-170</i>)	Class A - \$25.00 to \$500.00 Class B - \$25.00 to \$500.00
Non-civil traffic infractions MMC Ch. 8, Art. V (<i>see MMC § 8-5-170</i>)	Class 1: Minimum - \$50.00/10 days imprisonment/both Maximum - \$1,000.00/364 days imprisonment/both Class 2: Minimum - \$50.00/10 days imprisonment/both Maximum - \$500.00/90 days imprisonment/both
ATV/snowmobile on public right-of-way (MMC § 8-6-140)	First infraction – Up to \$50.00 Subsequent infractions – Up to \$500.00
Golf cars on public right-of-way (MMC § 8-6-150)	First infraction – Up to \$50.00 Subsequent infractions – Up to \$500.00

TOWN OF MEAD LIQUOR FEE SCHEDULE

(see MMC Chapter 6, Article 3)

Application Fees

	Fee
Application fee for any new license (with or without concurrent review)	\$1000.00
Application fee – transfer of Ownership	\$ 750.00
Application Fee Additional Liquor Licensed Drugstore (with or without concurrent review)	\$1000.00
Application late renewal fee (less than 90 days after expiration date)	\$ 500.00
Application reissue fee (more than 90 days, but less than 180 days after expiration)	\$500.00 plus \$25.00 per day fine for each day beyond 90 days after expiration
Annual renewal application fee	\$ 100.00
Annual art gallery fee	\$ 100.00

Local Retail License Fees

(in addition to application fee above and related additional fees)

	Fee
Art	\$ 41.25
Beer & Wine	\$ 48.75
Brew Pub	\$ 75.00
Club	\$ 41.25
Distillery Pub	\$ 75.00
Hotel & Restaurant	\$ 75.00
H & R with one or more optional premises	\$ 75.00
Resort Complex	\$ 75.00
Campus Liquor Complex	\$ 75.00
Related Facility – Resort Complex	\$ 15.00
Related Facility – Campus Liquor Complex	\$ 15.00
Liquor-Licensed Drug Store	\$ 22.50
Lodging & Entertainment	\$ 75.00
Optional Premises	\$ 75.00
Racetrack	\$ 75.00
Retail Gaming Tavern	\$ 75.00
Retail Liquor Store	\$ 22.50
Tavern	\$ 75.00
Vintner's Restaurant	\$ 75.00
Fermented Malt Beverage On Premises	\$ 3.75
Fermented Malt Beverage Off Premises	\$ 3.75
Fermented Malt Beverage On/Off Premises	\$ 3.75

Other Permits

	Fee
Art Gallery Permit	\$ 103.75
Bed & Breakfast Permit	\$ 103.75
Each Resort-Complex-Related Facility Permit	\$ 15.00
Mini Bar Permit with Hotel Restaurant License	\$ 48.75
Special Event Permits	
Malt, Vinous and Spirituous Liquor	\$ 50.00
Fermented Malt Beverage	\$ 50.00
Tasting Permit	\$ 125.00
Temporary Permit (for transfers)	\$ 100.00

Additional Fees

(in addition to the application fee and license/permit fee)

	Fee
Background investigation (per CRS 44-3-505(5))	\$ 100.00
Change of Location	\$ 750.00
Change of Trade Name/Corporate Name	No local fee
Corporate/ LLC Change (per person)	\$ 100.00
Fingerprinting	Set by CBI
Manager Registration (H&R; Tavern; L&E; Campus Liquor Complex)	\$ 75.00
Master File	No local fee
Modification of Premises	No local fee

METROPOLITAN DISTRICT FEE SCHEDULE
(see MMC Chapter 12)

Application(s)	Nonrefundable Application Fees¹	Deposit for Review Fees²
Proposed Metropolitan District	\$ 2,500.00	\$ 2,500.00
Service Plan Amendment	\$ 1,500.00	\$ 2,500.00

¹The Application Fee is per metropolitan district and/or service plan submittal. In the event that multiple districts are proposed in one consolidated service plan, the Application Fee is per district.

² Each applicant is required to enter into a consultant reimbursement agreement and submit the Deposit for Review Fees for each proposed service plan or amendment with one deposit paid for one submittal, a second deposit is due for 2+ submittals (reference Sec. 12-2-10(c) of the MMC).

LAND USE AND DEVELOPMENT FEE SCHEDULE

(see MMC § 16-1-110)

Application(s)	Nonrefundable Application Fees		Application Deposits¹
Land Use Code Text Amendment		\$250	\$2,500
Zoning Map Amendment	One zoning district change	\$750	\$5,000
	More than one zoning district change	\$1,000	
Comprehensive Plan Amendment		\$500	\$2,500
Annexation, Zoning, Concept Plan and Annexation Agreement	Up to 1 acre	\$750	\$5,000
	1 to 10 acres	\$1,500	
	More than 10 acres	\$2,500	
Amendments to Annexation and Subdivision Improvement Agreements	Amendment to one section of the Agreement	\$500	\$2,500
	Amendment to each additional section	\$100	
Disconnection of Property from Town		\$500	\$5,000
Pre-Application Review Planning and/or Engineering (minor)		\$500	N/A
Pre-Application Review Planning and/or Engineering (major)		\$1,500	N/A
Sketch Plan		\$750	\$5,000
Public Hearing Posting of Property		\$200	N/A
Public Hearing Signage Removal		\$200	N/A
Preliminary Plat	Up to 10 lots	\$750	\$10,000
	Up to 100 lots	\$1,500	
	More than 100 lots	\$2,500	
Final Plat and Subdivision Improvement Agreement (SIA)	Up to 10 lots	\$500	\$10,000
	Up to 100 lots	\$750	
	More than 100 lots	\$1,000	
Re-Subdivision (Re-Plat)	Up to 10 lots	\$500	\$5,000
	Up to 100 lots	\$750	
	More than 100 lots	\$1,000	
Minor Subdivision Plat – Less than 10 acres; less than 6 lots		\$500	\$5,000
Administrative Plat		\$500	\$1,500
Site Plan and Site Plan Agreement (SPA)	Up to 25,000 sq ft	\$500	\$5,000
	More than 25,000 sq ft	\$1,000	
Conditional Use Permit		\$500	\$5,000
Temporary Use Permit		\$250	\$500
Temporary Use Permit Mobile Retail Food Establishment		\$50	\$0

Sign Permit		\$250	\$500
Abatement of Signs on public/private property		Min \$200	\$0
Administrative Relief application fee		\$250	
Residential Design Standards (RDS) review		\$50	
Vacation of Right-of-Way or Easement	For one easement or ROW vacation request	\$250	\$2,500
	For each additional easement or ROW vacation request	\$100	
Wireless Telecommunication Services		\$500	\$5,000
Home Occupation Permit		\$50	\$100
Appeal of Administrative Decision		\$500	\$1,500
Zoning Compliance Letter Without Land Use Application		\$100	
Written Interpretation of Code Provision		\$200	
Variance Application	Residential	\$250	\$3,500
	Nonresidential	\$750	
Waiver Application	Residential	\$250	\$3,500
	Nonresidential	\$750	

¹ For deposits, applicant is required to enter into a consultant reimbursement agreement and submit the application deposit fee in addition to the nonrefundable application fee.

ENGINEERING / CONSTRUCTION MANAGEMENT FEE SCHEDULE

Application(s)	Nonrefundable Application Fees		Application Deposits¹
Grading Permit	Less than 4.99 acres	\$250	
	5 to 9.99 acres	\$500	
	10 to 39.99 acres	\$750	
	40 acres and over	\$750 + \$15 per acre	
Excavate / Obstruction Permit (<i>see MMC § 1-2-70</i>)			
Base Fee		\$50	
Road Cut Service Fee		Actual Cost	
Inspection Fee		Actual Cost	
Culvert or Driveway Permit		\$250	
Street / Subdivision		\$500	
Right-of-Way Permit		\$50	
Right-of-Way Permit Extension Fee		\$1,000/day	
Oil and Gas Special Use Permit	Per well	\$3,000	
Oil and Gas Activity		\$2,500	\$5,000
Flood Plain Development Permit		\$500	\$2,500

¹ For deposits, applicant is required to enter into a consultant reimbursement agreement and submit the application deposit fee in addition to the nonrefundable application fee.

Oversize / Overweight Vehicle Permits (<i>see MMC § 8-1-30(4)(11)</i>)			
Oversize vehicle ¹	Width - over 17' (204") Height - over 14'6" Length - over 45' (single unit) - over 75' (combination)	Trip \$15.00	Annual \$250.00
Overweight wheel/axle ²	Wheel - solid rubber or cushion tire - over 8,000 lbs. Wheel - pneumatic tire - over 8,000 lbs. Wheel - steel - over 500 lbs./inch of width Single axle - solid rubber or cushion tire - over 16,000 lbs. Single axle - pneumatic tire - over 20,000 lbs. Tandem axle - pneumatic tire - over 40,000 lbs.	Trip \$15.00 + \$5.00 per axle. Oversized Permit included in the fee	Annual \$400.00 Oversized Permit included in the fee

Overweight vehicle ³	2 axles - over 36,000 lbs. 3 axles - over 54,000 lbs. 4 axles - over 80,000 lbs. 5 axles - over 85,000 lbs.	Trip \$15.00 + \$5.00 per axle Oversized Permit included in the fee	Annual \$400.00 Oversized Permit included in the fee
Special transport permit - over 17' wide, or weight exceeding 200,000 lbs.		Trip \$125.00	
Drill Rig Move		\$1,000.00	

¹ Exceptions to width, height and length limit as provided by Sections 42-4-502 through 42-4-506, C.R.S.

² Exceptions to wheel and axle loads as provided by Section 42-4-507, C.R.S.

³ Exceptions to weight limit as provided by Section 42-4-507 through 42-4-508, C.R.S."

FTTP OR COMPARABLE NETWORK DEPLOYMENT PERMIT FEES

(see MMC § 11-2-120)

(effective September 1, 2022)

FTTP or Comparable Network Permit Fee	\$1.00 per structure (max 1,000 structures per application)
* For structures that are multi-family dwelling units, the fee is \$1.00 per unit. ** If a network deployment does not require more than one central office or related structure within the Town, the total amount of the permit fee set forth above plus any additional Town permit fees shall not exceed the total of \$1.00 multiplied by the total Town population as estimated on the date of the permit application. This limitation does not apply to any permits required by entities other than the Town, such as railroad or ditch companies.	

DEVELOPMENT IMPACT FEES SCHEDULE*(see MMC Chapter 4, Article VI)*

Development Type	Municipal Facilities	Police	Parks and Open Space	Storm Drainage and Streets	Total Fee
Single Family	\$ 4,735	\$540	\$2,921	Single Family- (detached) \$6,552 Single Family (attached)- \$5,156	Single Family- (detached) \$14,748 Single Family (attached)- \$13,352
Multi-Family	\$2,408	\$274	\$1,486	\$4,502	\$8,670
Nonresidential (per 1,000 square feet or per room/unit for lodging)					
General Retail/ Commercial	\$1,163	\$213	--	General Retail/ Commercial- \$4,267 RV Park (per stall/site/pad)- \$3,395 Lodging (per room): \$1,191	General Retail/ Commercial- \$5,643 RV Park- \$4,771 Lodging- \$2,567
Office & Institutional	\$1,477	\$270		\$3,095	\$4,842
Industrial	\$577	\$105		\$1,723	\$2,405

* effective January 1, 2023

MEAD BUILDING CODE PERMIT FEES

Primary Fee Schedule:	
Building permit fee (covers initial inspection)	Calculated using Building Permit Fee Schedule; project valuation calculated using most current International Code Council valuation data.
Plan review fees	65% of the Building permit fee
Additional plan review required by changes, conditions or revisions to plans	\$75/hour
Stock Model/"Same As" Plan Review	\$70 (No changes) \$125 (Minor changes)
Structural Engineering Plan Review	\$150.00 per hour – one (1) hour minimum
Inspection outside of normal business hours (One (1) hour minimum)	\$100/hour *Time tracked will start when Consultant checks in at Municipality or first inspection site.
Reinspection Fee	\$75
Cancellation of inspection without notice, (4 hrs. min.) including scheduling inspection prior to completion of work to be inspected	First instance: \$75 Subsequent instances add \$75 per instance of cancellation without notice
Business License Inspection	\$75
Inspections for which no fee is specifically indicated (1/2 hour min)	\$100/hour
Investigation Fee	50% of permit fee
Penalty for performing unpermitted work	Double building permit fee
Reactivation/issuance of new permit following expiration, suspension or abandonment of previously permitted work (Administration fee)	\$50
Issuance of new permit for change of contractor on existing job	\$50
Electrical Fees	Calculated according to the most current version of the State of Colorado Electrical Board fee schedule (+/-15%)
Sewer service/line replacement	\$65
Water service/line replacement	\$65

Mobile/Manufactured/Factory Built Home – placed in an approved mobile home park	\$235 (Mobile = \$150; Electrical = \$45; State Insignia = \$40)
Mobile/Manufactured/Factory Built Home – used as an accessory structure	\$75
Mobile/Manufactured/Factory Built Home – placed on permanent foundation in other than approved mobile home park	To be calculated as site built home plus state insignia fee of \$40 – see building permit fee schedule for valuation and fee
Sales Trailers or Similar Modular Units	\$75
Pre-Move Inspection of Dwellings	\$150.00 – Within 30 miles of Town \$250.00 – Greater than 30 miles of Town
Contractor Licensing	\$150
Fence permit (6 feet and over)	\$50
Demolition	\$50
Administrative Permitting Fees (covers plot/site plan review, inspections for CO, etc.)	\$300 – New Residential \$600 – New Commercial (not including tenant improvement permits)
Planning review (plot/site plan, use, etc.) fee	\$50
Temporary Certificate of Occupancy (TCO)	\$150

Single Stop Fee Schedule :	
Administrative Processing Fee	\$50
Furnace/Air Conditioner Replacement	\$70
Roof /Reroof	\$60
Water Heater Replacement	\$60
Lawn Sprinkler System	\$60
Siding or Window Replacement	\$70

Building Permit Fee Schedule:							
<i>* Project valuation calculated using most current International Code Council valuation data.</i>							
Total Valuation			Fee	Total Valuation			Fee
\$1	to	\$1,000	\$44.56	\$27,001	to	\$28,000	\$484.78
\$1,001	to	\$1,100	\$48.07	\$28,001	to	\$29,000	\$496.40
\$1,101	to	\$1,200	\$51.58	\$29,001	to	\$30,000	\$508.01
\$1,201	to	\$1,300	\$55.09	\$30,001	to	\$31,000	\$519.63
\$1,301	to	\$1,400	\$58.59	\$31,001	to	\$32,000	\$531.24
\$1,401	to	\$1,500	\$62.10	\$32,001	to	\$33,000	\$542.86
\$1,501	to	\$1,600	\$65.61	\$33,001	to	\$34,000	\$554.47
\$1,601	to	\$1,700	\$69.12	\$34,001	to	\$35,000	\$566.09
\$1,701	to	\$1,800	\$72.62	\$35,001	to	\$36,000	\$577.70

\$1,801	to	\$1,900	\$76.13	\$36,001	to	\$37,000	\$589.32
\$1,901	to	\$2,000	\$79.64	\$37,001	to	\$38,000	\$600.93
\$2,001	to	\$3,000	\$95.74	\$38,001	to	\$39,000	\$612.55
\$3,001	to	\$4,000	\$111.84	\$39,001	to	\$40,000	\$624.16
\$4,001	to	\$5,000	\$127.94	\$40,001	to	\$41,000	\$635.78
\$5,001	to	\$6,000	\$144.04	\$41,001	to	\$42,000	\$647.39
\$6,001	to	\$7,000	\$160.14	\$42,001	to	\$43,000	\$659.01
\$7,001	to	\$8,000	\$176.24	\$43,001	to	\$44,000	\$670.62
\$8,001	to	\$9,000	\$192.34	\$44,001	to	\$45,000	\$682.24
\$9,001	to	\$10,000	\$208.44	\$45,001	to	\$46,000	\$693.85
\$10,001	to	\$11,000	\$224.54	\$46,001	to	\$47,000	\$705.47
\$11,001	to	\$12,000	\$240.64	\$47,001	to	\$48,000	\$717.08
\$12,001	to	\$13,000	\$256.74	\$48,001	to	\$49,000	\$728.70
\$13,001	to	\$14,000	\$272.84	\$49,001	to	\$50,000	\$740.31
\$14,001	to	\$15,000	\$288.94	\$50,001	to	\$51,000	\$748.36
\$15,001	to	\$16,000	\$305.04	\$51,001	to	\$52,000	\$756.41
\$16,001	to	\$17,000	\$321.14	\$52,001	to	\$53,000	\$764.46
\$17,001	to	\$18,000	\$337.24	\$53,001	to	\$54,000	\$772.51
\$18,001	to	\$19,000	\$353.34	\$54,001	to	\$55,000	\$780.56
\$19,001	to	\$20,000	\$369.44	\$55,001	to	\$56,000	\$788.61
\$20,001	to	\$21,000	\$385.54	\$56,001	to	\$57,000	\$796.66
\$21,001	to	\$22,000	\$401.64	\$57,001	to	\$58,000	\$804.71
\$22,001	to	\$23,000	\$417.74	\$58,001	to	\$59,000	\$812.76
\$23,001	to	\$24,000	\$433.84	\$59,001	to	\$60,000	\$820.81
\$24,001	to	\$25,000	\$449.88	\$60,001	to	\$61,000	\$828.86
\$25,001	to	\$26,000	\$461.55	\$61,001	to	\$62,000	\$836.91
\$26,001	to	\$27,000	\$473.17	\$62,001	to	\$63,000	\$844.96
\$63,001	to	\$64,000	\$853.01	\$82,001	to	\$83,000	\$1,005.96
\$64,001	to	\$65,000	\$861.06	\$83,001	to	\$84,000	\$1,014.01
\$65,001	to	\$66,000	\$869.11	\$84,001	to	\$85,000	\$1,022.06
\$66,001	to	\$67,000	\$877.16	\$85,001	to	\$86,000	\$1,030.11
\$67,001	to	\$68,000	\$885.21	\$86,001	to	\$87,000	\$1,038.16
\$68,001	to	\$69,000	\$893.26	\$87,001	to	\$88,000	\$1,046.21
\$69,001	to	\$70,000	\$901.31	\$88,001	to	\$89,000	\$1,054.26
\$70,001	to	\$71,000	\$909.36	\$89,001	to	\$90,000	\$1,062.31
\$71,001	to	\$72,000	\$917.41	\$90,001	to	\$91,000	\$1,070.36
\$72,001	to	\$73,000	\$925.46	\$91,001	to	\$92,000	\$1,078.41
\$73,001	to	\$74,000	\$933.51	\$92,001	to	\$93,000	\$1,086.46
\$74,001	to	\$75,000	\$941.56	\$93,001	to	\$94,000	\$1,094.51
\$75,001	to	\$76,000	\$949.61	\$94,001	to	\$95,000	\$1,102.56
\$76,001	to	\$77,000	\$957.66	\$95,001	to	\$96,000	\$1,110.61
\$77,001	to	\$78,000	\$965.71	\$96,001	to	\$97,000	\$1,118.66
\$78,001	to	\$79,000	\$973.76	\$97,001	to	\$98,000	\$1,126.71

\$79,001	to	\$80,000	\$981.81	\$98,001	to	\$99,000	\$1,134.76
\$80,001	to	\$81,000	\$989.86	\$99,001	to	\$100,000	\$1,142.81
\$81,001	to	\$82,000	\$997.91				
\$100,001 to \$500,000, \$1,142.81 for the first \$100,000, plus \$6.44 for each additional \$1,000 or fraction thereof, to and including \$500,000.							
\$500,001 to \$1,000,000, \$3,718.81 for the first \$500,000, plus \$5.46 for each additional \$1,000 or fraction thereof, to and including \$1,000,000.							
\$1,000,001 and up, \$6,450.06 for the first \$1,000,000, plus \$3.62 for each additional \$1,000 or fraction thereof.							

SEWER TAP AND PLANT INVESTMENT FEES

(see MMC § 13-1-80)

Tap Diameter	Plant Investment Fee Effective March 1, 2023	Plant Investment Fee Outside-Town ¹
5/8 inch	\$6,407.00	\$12,814.00
3/4 inch	\$10,651.00	\$21,302.00
1 inch	\$17,079.00	\$34,158.00
1½ inch	\$21,351.00	\$42,702.00
2 inch	\$68,320.00	\$136,640.00
3 inch	\$136,640.00	\$273,280.00

¹Outside Rate is double the In-Town Rate.

SEWER TRANSFER APPLICATION FEES

(see MMC § 13-1-80(j))

Number of Service Connections to Town System	Application Fee	Deposit for Study
1 Service	\$250.00	\$1,000.00
Up to 10 Services	\$500.00	\$5,000.00
10 or More Services	\$500.00	\$10,000.00

SEWER USER FEES
(see MMC § 13-1-210)

Effective March 1, 2023 ¹	2023 ¹	
	In-Town	Outside-Town ²
Monthly Service Charge		
Residential		
Base Charge - Low User - 0- 2,000 gal ³	\$44.39	\$88.78
Base Charge - Medium User - 2,001- 4,000 gal (base fee) ⁴	\$48.84	\$97.68
Monthly Service Charge		
Nonresidential - includes 4,000 gal (base fee) ⁴		
Commercial - Low	\$48.84	\$97.68
Commercial - Medium	\$58.60	\$117.20
Commercial - High	\$68.37	\$136.74
Schools	\$58.60	\$117.20
Sewer Late Fee (per month)	\$10.00	\$10.00

Volume charge - for each additional 1,000 gal over the 4,000 gal base used during the winter base period.		
Residential		
Single-Family	\$13.31	\$26.62
Multi-Family	\$13.31	\$26.62
Non-Residential		
Commercial - Low ⁵	\$13.31	\$26.62
Commercial - Medium ⁶	\$15.97	\$31.94
Commercial - High ^{6, 7}	\$18.63	\$37.26
Schools ⁸	\$15.97	\$31.94
Industrial/Special Uses (Strength Surcharge) ⁹	Varies ₉	Varies ₉

¹ This means beginning with the usage for that month. Because billing is done in arrears of usage, the new rate will be reflected on bills generated on April 1.

² Outside Rate is double the In-Town Rate.

³ Base charge includes the first two thousand (2,000) gallons.

⁴ Base charge includes the first four thousand (4,000) gallons.

⁵ Commercial with ten (10) or fewer employees.

⁶ Commercial with more than ten (10) employees and fewer than forty-five (45) employees, including all restaurants and automobile repair facilities. Medium strength effluent charged twenty percent (20%) more than Residential.

⁷ Commercial with forty-five (45) or more employees and those determined to require sampling and flow metering manholes. High strength effluent charged forty percent (40%) more than Residential

⁸ Schools charged twenty percent (20%) more than Residential.

⁹ Strength Surcharge for excessive BOD, COD, and TSS as established by Schedule C, Section 13-1-270.

SEWER INDUSTRIAL DISCHARGE PERMIT FEES

(see MMC § 13-1-270)

<i>Item - Description</i>	<i>Amount</i>
Industrial discharge permits	
Administration	\$50.00 annually
Initial permit review	Cost plus 15%
Annual permit review	Cost plus 15%
Surveillance	Determined for each user annually, billed monthly
Laboratory support services	Cost plus 15%
Material and labor provided by Town	Cost plus 15%

SEWER INDUSTRIAL DISCHARGE SURCHARGE

(see MMC § 13-1-270)

<i>Parameter</i>	<i>Excess Over</i>	<i>Rates per 1,000 Gallons per 1 mg/ l excess over</i>
BOD	200 mg/l	\$0.02000
COD	300 mg/l	0.01233
TSS	250 mg/l	0.12010



Agenda Item Summary

MEETING DATE: May 30, 2023

SUBJECT: **Resolution No. 36-R-2023** – A Resolution of the Town of Mead, Colorado, Granting Conditional Acceptance of the Public Improvements Associated with the Agfinity Station Development

PRESENTED BY: Robyn Brown, Deputy Town Engineer

SUMMARY

Agfinity, Inc. (“Developer”), a Colorado cooperative with offices at 4065 St. Cloud Street, Suite 100, Loveland, Colorado 80538, has requested Conditional Acceptance of the public improvements constructed as part of Agfinity Station project, specifically the installation of concrete sidewalk, curb and gutter, asphalt paving, and storm sewer drainage facilities (collectively, the “Public Improvements”).

Town staff completed a punch list walkthrough on May 17, 2023 with the Developer’s contractor and determined that all final punch list items are complete. The Conditional Acceptance letter and punch list are attached and incorporated into the proposed Resolution.

At the time of this Conditional Acceptance, the Car Wash portion of the site is not complete. Any of the conditionally accepted public improvements that become damaged or destroyed during construction of the Car Wash shall be repaired or restored to new condition, as determined by the Town Engineer and at the sole expense of the Developer, prior to issuance of a Certificate of Occupancy or Temporary Certificate of Occupancy (TCO) for the Car Wash building. This additional condition is set forth in Exhibit B of Resolution No. 36-R-2023 (the “Resolution”).

Staff recommends granting Conditional Acceptance of the Agfinity Station Public Improvements. The Resolution memorializes the Board’s Conditional Acceptance of the Public Improvements. The two-year warranty period will start on May 30, 2023.

For a two-year period from the commencement date of the warranty period, the Developer is required, at its own expense, to take all actions necessary to maintain the Public Improvements and make needed repairs or replacements that, in the reasonable opinion of the Town, become necessary. If within thirty (30) days after the Developer’s receipt of written notice from the Town requesting replacement of, or repairs to, the Public Improvements, the Developer has not completed such repairs, the Town may exercise enforcement actions to secure performance, including enforcement of contractual rights and other actions set forth in Article VI of Chapter 16 of the MMC. The Resolution also requires the Developer to post a warranty letter of credit with the Town to secure the Developer’s obligation to make the necessary repairs or replacements.

Town staff will complete a final inspection prior to final acceptance of the Public Improvements at the conclusion of the two-year warranty period.

FINANCIAL CONSIDERATIONS

There are no financial considerations associated with this request.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends the Board of Trustees approve the Resolution granting Conditional Acceptance of the Public Improvements for the Agfinity Station Development. A motion to approve the May 30, 2023, consent agenda will approve the Resolution. If this item is pulled off the consent agenda for questions or further discussion, Staff recommends the following motion:

Suggested Motion:

“I move to adopt Resolution No. 36-R-2023, a Resolution of the Town of Mead, Colorado, Granting Conditional Acceptance of the Public Improvements Associated with the Agfinity Station Development.”

ATTACHMENTS

Resolution No. 36-R-2023

Exhibit A to Resolution – Conditional Acceptance Letter and Final Punchlist

Exhibit B to Resolution – Additional Conditions

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 36-R-2023**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, GRANTING
CONDITIONAL ACCEPTANCE OF THE PUBLIC IMPROVEMENTS
ASSOCIATED WITH THE AGFINITY STATION DEVELOPMENT**

WHEREAS, Agfinity, Inc., a Colorado cooperative with offices at 4065 St. Cloud Street, Suite 100, Loveland, Colorado 80538 (the “Developer”), has caused the completion of certain public improvements identified in the Site Plan Agreement (the “SPA”) for the Agfinity Station Development, dated May 10, 2022 and recorded on June 3, 2022 at Reception No. 4832583 in the Weld County property records (the “Public Improvements”); and

WHEREAS, the Public Improvements are subject to a warranty period of two (2) years following conditional acceptance; and

WHEREAS, conditional acceptance marks the beginning of the two (2) year warranty guaranty period following the effective date of the Town of Mead Board of Trustees’ resolution granting conditional acceptance;

WHEREAS, Section 1.3 of the Site Plan Agreement requires the Developer to request in writing the inspection and conditional acceptance of the Public Improvements; and

WHEREAS, the Developer has requested conditional acceptance of the Public Improvements by the Board; and

WHEREAS, the Town Engineer has reviewed the installation of the Public Improvements, has determined that the Public Improvements have been installed in substantial conformance with the Town’s construction standards and the requirements of the Site Plan Agreement, and is recommending that the Board grant conditional acceptance of the Public Improvements effective May 30, 2023, as set forth and confirmed in that certain letter from the Town to Developer dated May 31, 2023, a copy of which is attached to this Resolution as **Exhibit A**; and

WHEREAS, the Board of Trustees desires to grant conditional acceptance of the Public Improvements subject to the conditions set forth in this Resolution; and

WHEREAS, the *Mead Municipal Code* (“MMC”) requires the Developer to maintain the Public Improvements for a two (2) year period from the date of conditional acceptance and clarifies that the Developer shall, at its own expense, take all actions necessary to maintain the Public Improvements and make needed repairs or replacements that, in the reasonable opinion of the Town (and the Town Engineer), shall become necessary; and

WHEREAS, if the Developer fails to make necessary repairs to the Public Improvements in accordance with the requirements set forth in the MMC, the Town may withhold final acceptance of the public improvements or may take any other specific enforcement actions authorized by the Site Plan Agreement.

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

Section 1. Recitals. The foregoing recitals are incorporated herein by reference as findings and determinations of Board of Trustees.

Section 2. Conditional Acceptance of Public Improvements. The Board of Trustees on behalf of the Town of Mead, hereby grants “conditional acceptance” of the Public Improvements identified in this Resolution and orders the commencement of the two (2) year warranty period to begin May 30, 2023 (“Date of Conditional Acceptance”).

Section 3. Developer Obligation to Maintain Improvements during Guarantee Period. Developer shall maintain the Public Improvements for a two (2) year period from the Date of Conditional Acceptance (the “Guarantee Period”). Developer shall, at its own expense, take all actions necessary to maintain the Public Improvements and make needed repairs or replacements that, in the reasonable opinion of the Town (and the Town Engineer), shall become necessary during the Guarantee Period. Failure of the Developer to maintain the Public Improvements during the Guarantee Period shall violate the requirements this Section 3 and shall constitute a violation of the MMC pursuant to MMC Sec. 16-6-10(c)(1)(g). In addition to any contractual remedies available to the Town under the SPA, Town Staff shall be authorized to take any and all enforcement actions as necessary to ensure that the Developer completes necessary repairs and replacements of the Public Improvements during the Guarantee Period and prior to final acceptance of the Public Improvements, as authorized by the MMC, including but not limited to the enforcement actions set forth in Article VI of Chapter 16 of the MMC.

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

Section 5. Repealer. All resolutions and motions of the Board of Trustees of the Town of Mead or parts thereof, in conflict with this resolution are, to the extent of such conflict, hereby superseded and repealed.

Section 6. Effective Date. This resolution shall become effective immediately upon adoption.

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 30TH DAY OF MAY, 2023.

ATTEST:

TOWN OF MEAD

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

By: _____
Colleen G. Whitlow, Mayor

Attachment(s):

Exhibit A – Final Punchlist Letter and Table

Exhibit B – Additional Conditions (Conditional Acceptance)

Exhibit A
Final Punchlist Letter and Table

Exhibit B
Additional Conditions (Conditional Acceptance)

1. Developer shall replace LOC 00653675 dated May 3, 2022, in the amount of \$164,860 (and having an expiration date of May 3, 2023) (the “LOC”) with a new LOC in the form required by the SPA **in the amount of not less than \$24,729** and having an expiration date not earlier than August 31, 2025 (“Replacement LOC”). The Developer shall file the Replacement LOC with the Town Engineer on or before July 3, 2023. Upon filing of the Replacement LOC, the Town Engineer or designee shall cause the LOC to be released. The Replacement LOC shall be released in accordance with the terms of the SPA and the *Mead Municipal Code*.
2. At the time of Conditional Acceptance of the Public Improvements identified in the SPA and associated with the Agfinity Station Development, the Car Wash portion of the site/site plan is not complete. Any of the Public Improvements conditionally accepted by this Resolution that become damaged or destroyed during construction of the Car Wash (once Developer has elected to move forward with completion of the Car Wash) shall be repaired or restored to substantively new condition, as determined by the Town Engineer and at the sole expense of the Developer or the Developer’s successor(s)/assign(s), prior to issuance of a Certificate of Occupancy or Temporary Certificate of Occupancy for the Car Wash building.



May 31, 2023

Mr. Dan Riddle, CEO
Agfinity, Inc.
4065 St. Cloud Street, Suite 100
Loveland, Colorado 80538

RE: Conditional Acceptance of Agfinity Station Development Public Improvements

Dear Mr. Riddle,

This letter and the attached Resolution are to notify you that the public improvements associated with the Agfinity Station Development have been granted Conditional Acceptance. In accordance with the Town of Mead *Design Standards and Construction Specifications*, Section 202.8.A.1.a, the two-year warranty for these improvements will begin May 30, 2023.

In April and May 2023, Town of Mead Staff completed inspections of the referenced public improvements. The purpose of these inspections was to confirm completion of construction of those improvements, assess the condition of the improvements installed, and generate a punchlist detailing deficiencies requiring completion. All punchlist items have been corrected and accepted.

Once Conditional Acceptance is granted, the public improvements will enter a 2-year warranty period, during which the developer shall, at its own expense, take all actions necessary to maintain the public improvements and make needed repairs or replacements that, in the reasonable opinion of the Town, shall become necessary.

No sooner than sixty (60) days, and at least thirty (30) days, before the end of the 2-year warranty period, and during the growing season (May 1 through October 31), the Developer shall request an inspection of the public improvements. Once the public improvements are judged by the Town to be in satisfactory condition, the Town shall grant Final Acceptance by resolution of the Board of Trustees.



Please note that, with conditional acceptance of the public improvements, Agfinity, Inc. may replace LOC 00653675 dated May 3, 2022, in the amount of \$164,860 (and having an expiration date of May 3, 2023) (the “LOC”) with a new LOC in the form required by the SPA **in the amount of not less than \$24,729** and having an expiration date not earlier than August 31, 2025 (“Replacement LOC”). The Replacement LOC must be filed with the Town on or before July 3, 2023.

Upon filing of the Replacement LOC, the Town Engineer or designee shall cause the LOC to be released.

Sincerely,

Robyn Brown, P.E.
Deputy Town Engineer

ATTACHMENTS:

- Agfinity Station Development Public Improvements – Punchlist
- Agfinity Station Development Public Improvements – Conditional Acceptance Deficiencies Map
- Agfinity Station Development Public Improvements Resolution No. 36-R-2023 dated May 30, 2023



Item #1



Item #1



Item #1



Item #1



Item #2 & #3



Item #2 & #3



Item #2 & #3



Item #2 & #3



Item #4



Item #4



Item #4



Item #5





Agenda Item Summary

MEETING DATE: May 30, 2023

SUBJECT: **Resolution No. 37-R-2023** – A Resolution of the Town of Mead, Colorado, Granting Conditional Acceptance of the Range View Estates Off-Site Sewer Improvements (Range View Estates – Amended Plat No. 1)

PRESENTED BY: Robyn Brown, Deputy Town Engineer

SUMMARY

Mr. Jon Turner, Manager of Range View Estates, LLC (“Developer”), having a principal office address of 6355 Fairgrounds Avenue, Suite 300, Windsor, Colorado 80550 on behalf of Developer has requested Conditional Acceptance of the off-site sanitary sewer improvements associated with the Range View Estates Subdivision development, specifically the installation of sanitary sewer piping and manholes as more particularly described in that certain At-Risk and License Agreement between the Town and Developer dated October 12, 2020 (collectively, the “Off-Site Sanitary Sewer Improvements”).

Town staff completed a punch list walkthrough in January 2023 and created a final punch list of items for the Developer’s contractor to complete. The Conditional Acceptance letter and punch list are attached and incorporated into Resolution No. 37-R-2023 (the “Resolution”). Punchlist items have been corrected and accepted.

Staff recommends granting Conditional Acceptance of the Off-Site Sanitary Sewer Improvements. The Resolution memorializes the Board’s Conditional Acceptance of the Off-Site Sanitary Sewer Improvements. The two-year warranty period will start on May 30, 2023.

For a two-year period from the commencement date of the warranty period, the Developer is required, at its own expense, to take all actions necessary to maintain the Off-Site Sanitary Sewer Improvements and make needed repairs or replacements that, in the reasonable opinion of the Town, become necessary. If within thirty (30) days after the Developer’s receipt of written notice from the Town requesting replacement of or repairs to the Off-Site Sanitary Sewer Improvements, the Developer has not completed such repairs, the Town may exercise enforcement actions to secure performance, including enforcement of contractual rights and other actions set forth in Article VI of Chapter 16 of the MMC. The Resolution also requires the Developer to post a warranty letter of credit with the Town to secure the Developer’s obligation to make the necessary repairs or replacements.

Town staff will complete a final inspection prior to final acceptance of the Off-Site Sanitary Sewer Public Improvements at the conclusion of the two-year warranty period.

FINANCIAL CONSIDERATIONS

There are no financial considerations associated with this request.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends the Board of Trustees approve the Resolution granting Conditional Acceptance of the Range View Estates Off-Site Sanitary Sewer Improvements. A motion to approve the May 30, 2023, consent agenda will approve the Resolution. If this item is pulled off of the consent agenda for questions or further discussion, Staff recommends the following motion:

Suggested Motion:

“I move to adopt Resolution No. 37-R-2023, a Resolution of the Town of Mead, Colorado, granting Conditional Acceptance of the Range View Estates Off-Site Sanitary Sewer Improvements (Range View Estates – Amended Plat No. 1).”

ATTACHMENTS

Resolution No. 37-R-2023

Exhibit A to Resolution – Letter and Final Punchlist (for Conditional Acceptance – Off-Site Sanitary Sewer Improvements)

Exhibit B to Resolution – Additional Conditions

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 37-R-2023**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, GRANTING
CONDITIONAL ACCEPTANCE OF THE OFF-SITE SANITARY SEWER
IMPROVEMENTS
(RANGE VIEW ESTATES – AMENDED PLAT NO. 1)**

WHEREAS, Range View Estates, LLC, a Colorado limited liability company having a principal office address of 6355 Fairground Avenue, Suite 300, Windsor, Colorado 80550 (“Developer”) has caused the completion of certain public improvements benefitting the Range View Estates Subdivision, Amendment No. 1 Final Plat (“Development”), specifically the off-site sanitary sewer improvements associated with the Development and described with particularity in that certain At-Risk and License Agreement between the Town and Developer dated October 12, 2020 (the “Improvements”); and

WHEREAS, the Improvements are identified in that certain At-Risk and License Agreement referenced above and that certain Subdivision Improvement Agreement between Range View Estates, LLC and the Town dated October 26, 2020 and recorded on April 2, 2021 at Rec. No. 4700507 in the Weld County property records (the “SIA”); and

WHEREAS, the Improvements are subject to a warranty period of two (2) years following the conditional acceptance of the improvements; and

WHEREAS, Developer has requested conditional acceptance of the Improvements by the Board of Trustees of the Town of Mead; and

WHEREAS, the Town Engineer has reviewed the construction of Improvements, has determined that the Improvements have been constructed and installed in substantial conformance with the Town’s construction standards, and is recommending that the Board grant conditional acceptance of the Improvements effective as of May 30, 2023, subject to the conditions set forth in the Final Punchlist, a copy of which is attached to this Resolution as **Exhibit A**, and subject to the additional conditions attached to this Resolution as **Exhibit B**; and

WHEREAS, the Board of Trustees desires to grant conditional acceptance of the Improvements subject to the conditions set forth in this Resolution; and

WHEREAS, the *Mead Municipal Code* (“MMC”) requires the Developer to maintain the Improvements for a two (2) year period from the date of conditional acceptance and clarifies that the Developer shall, at its own expense, take all actions necessary to maintain the Improvements and make needed repairs or replacements that, in the reasonable opinion of the Town (and the Town Engineer), shall become necessary; and

WHEREAS, in accordance with *the Town of Mead Design Standards and Construction Specifications*, Section 202.8.A.1.a, the two-year warranty for the Improvements will begin May 30, 2023; and

WHEREAS, if the Developer fails to make necessary repairs to the Improvements in accordance with the requirements set forth in the MMC, the Town may withhold final acceptance of the Improvements, may proceed to withhold building permits, temporary certificates of occupancy, or certificates of occupancy for those lots located within boundaries of the Development, or may take any other action authorized by the SIA.

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

Section 1. Conditional Acceptance of Public Improvements. The Board of Trustees on behalf of the Town of Mead, hereby grants “conditional acceptance” of the Improvements identified in this Resolution and orders the commencement of the two (2) year warranty period on May 30, 2023.

Section 2. Developer Obligation to Maintain Improvements during Guarantee Period. Developer shall maintain the Improvements for a two (2) year period from the date of conditional acceptance (the “Guarantee Period”). Developer shall, at its own expense, take all actions necessary to maintain the Improvements and make needed repairs or replacements that, in the reasonable opinion of the Town (and the Town Engineer), shall become necessary during the Guarantee Period. Failure of the Developer to maintain the Improvements during the Guarantee Period shall violate the requirements this Section 2 and shall constitute a violation of the MMC pursuant to MMC Sec. 16-6-10(c)(1)(g). In addition to any contractual remedies available to the Town under the SIA, Town Staff shall be authorized to take any and all enforcement actions as necessary to ensure that the Developer completes necessary repairs and replacements of the Improvements during the Guarantee Period and prior to final acceptance of the Improvements, as authorized by the MMC, including but not limited to the enforcement actions set forth in Article VI of Chapter 16 of the MMC.

Section 3. Severability. If any part, section, subsection, sentence, clause or phrase of this resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the resolution. The Town Board hereby declares that it would have passed the resolution including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases are declared invalid.

Section 4. Repealer. All resolutions and motions of the Board of Trustees of the Town of Mead or parts thereof, in conflict with this resolution are to the extent of such conflict hereby superseded and repealed.

Section 5. Effective Date. This resolution shall become effective immediately upon adoption.

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 30TH DAY OF MAY, 2023.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

Exhibit A

Letter and Final Punchlist (for Conditional Acceptance – Off-Site Sanitary Sewer Improvements)

(attached – 3 pages)

Exhibit B

Additional conditions (Conditional Acceptance – Off-Site Sanitary Sewer Improvements)

1. Developer has replaced the letter of credit (LOC) no. 121120, dated December 11, 2020, in the amount of \$530,885.00 and issued by FMS BANK (the “Off Site Sanitary Sewer LOC”) with a new LOC in the form required by the SIA **in the amount of not less than \$79,632.75** (representing 15% of the Off-Site Sanitary Sewer LOC) and having an expiration date of April 19, 2024, subject to automatic one (1) year extensions (“Warranty LOC”). **The Warranty LOC was filed with the Town on or about May 9, 2023.** The Off Site Sanitary Sewer LOC expired by its terms on or about December 11, 2021. Upon filing of the Warranty LOC, the Town Engineer may proceed to issue a letter or other written documentation to Developer or FMS Bank, if required, in order to confirm that the Off-Site Sanitary Sewer LOC is released.



May 31, 2023

Mr. Jon Turner, Manager
Range View Estates, LLC
6355 Fairgrounds Avenue, Suite 300
Windsor, Colorado 80550

RE: Conditional Acceptance of Range View Estates Off-Site Sewer

Dear Mr. Turner,

This letter and the attached Resolution are to notify you that the off-site sanitary sewer improvements installed as part of the Range View Estates Subdivision have been granted Conditional Acceptance, specifically those certain off-site sanitary sewer improvements described in the At-Risk and License Agreement between the Town of Mead and Range View Estates, LLC (the “Sewer Improvements”). In accordance with the Town of Mead *Design Standards and Construction Specifications*, Section 202.8.A.1.a, and the Resolution of the Board of Trustees of the Town approved at the May 30, 2023 regular meeting, the two-year warranty for the Sewer Improvements will begin May 30, 2023.

In late 2022 and January 2023, Town of Mead Staff completed inspections of the Sewer Improvements. The purpose of these inspections was to confirm completion of construction of the Sewer Improvements, assess the condition of the Sewer Improvements, and generate a punchlist detailing deficiencies requiring completion. All punchlist items have been corrected and accepted.

Conditional commences the two-year warranty period referenced above, during which Range View Estates, LLC (the “Developer”) shall, at its own expense, take all actions necessary to maintain the Sewer Improvements and make needed repairs or replacements that, in the reasonable opinion of the Town, shall become necessary.

No sooner than sixty (60) days, and at least thirty (30) days, before the end of the two-year warranty period, and during the growing season (May 1 through October 31), the Developer shall request an inspection of the Sewer Improvements.



Once the Sewer Improvements are judged by the Town to be in satisfactory condition, the Town shall grant Final Acceptance (which will also be memorialized by resolution of the Board of Trustees). Specifically, and in accordance with Town of Mead Engineering Standards and Specifications, sanitary sewer improvements are required to be cleaned and televised as part of the Final Acceptance process.

Please note that the Developer has replaced the letter of credit (LOC) no. 121120 dated December 11, 2020 and issued by FMS Bank for the benefit of Rocky Mountain Assets Investment, LLC, in the amount of \$530,885.00 (the "Off Site Sanitary Sewer LOC") with a new LOC in the form required by the Subdivision Improvement Agreement (SIA) in the amount of \$79,632.75 (representing 15% of the Off-Site Sanitary Sewer LOC) (the "Warranty LOC"). The Warranty LOC was issued by Points West Community Bank on April 19, 2023 (LOC no. 33118) and has an expiration date of April 19, 2024 (which expiration date shall be automatically extended for subsequent one (1) year terms, as set forth in the Warranty LOC). The Warranty LOC was filed with the Town on or about May 9, 2023.

Upon filing of the Warranty LOC, the Town Engineer caused the Off-Site Sanitary Sewer LOC to be released.

Sincerely,

Robyn Brown, P.E.
Deputy Town Engineer

ATTACHMENTS:

- Range View Estates, Off-Site Sanitary Sewer Improvements – Punchlist
- Range View Estates, Off-Site Sanitary Sewer Improvements – Conditional Acceptance Deficiencies Map
- Resolution No. 37-R-2023 dated May 30, 2023



Project Name: Range View

Contractor: Hillside Commercial Group

Inspector: Ryan Corbett

Punchwalk Dates: 11/30/2022, 11/29/22, 1/28/23, 3/17/23, 3/27/23, 5/8/23

Pre-Walk for Conditional Acceptance:

Punch List Items						
No.	Item	Description	Location	Observation Date	Completion Date	Town Sign-Off
1	Sanitary Sewer					
1a	Off-site vac testing	Off-site vacuum testing of sanitary line- still missing information on multiple manholes and runs between manholes.	Off-site	9/7/2022	19-Dec	RCC
1b	Off-site video	Need a new video for run from OS01-OS02, need to figure out infiltration on run 04-05	Off-site	8/24/2022	12/19/2022	RCC
1b (a)	Off-site video	Run from OS01-OS02, grout build up at invert of MH MH1 needs to get removed	OSMH01	12/19/2022	1/28/2023	RCC
1c	On-site vac testing	All passed.			11/29/2022	RCC
1d	On-site videos	MH3 not built in accordance with town specs (pic1), MH 15/16 need to verify inverts have been cleaned, small belly in final 6' of run MH18-17 that we will re-address at 2 year warranty walk, invert of MH22 needs to be cleaned, belly in final 6' of run MH24-25- will reevaluate at 2 year, run from MH28-29 has a belly at the 185' mark for 10' heading into the 3rd service- will reevaluate at 2 year.	MH3, MH15, MH16, MH18-17, MH22, MH24-25, MH 28-29		3/27/2023	RCC
2	Storm	All passed.			3/17/2023	RCC
3	Detention Ponds	Awaiting as-builts and pond certs				
4	Street Lights	Awaiting installation- 9-12 month lead time- ordered 3/23				RCC
5	As-Builts	Detention ponds, water, sewer,				
6	Erosion Control	Need to install soil stabilization on any disturbed areas- including where the homes will be				
7	Housekeeping	Need to clean up any areas that were used as a staging area				
8	CR7	Need to patch the concrete pan				
9	Asphalt					RCC
10	Striping	Is it installed?				
11	Mailboxes					RCC
12	Water (LTWD)	Need sign off from LTWD				
13	Concrete					RCC
14	Landscaping	Need to seed all common areas, ponds, along the sidewalk				



Agenda Item Summary

MEETING DATE: May 30, 2023

SUBJECT: **Resolution No. 38-R-2023** – A Resolution of the Town of Mead, Colorado, Approving a Special Project Task Order with Wilson & Company, Inc., Engineers & Architects to Perform Engineering Services for the Safe Routes to School Project (3rd Street Trail Extension)

PRESENTED BY: Robyn Brown, Deputy Town Engineer

SUMMARY

The Safe Routes to School Program (SRTS) is an initiative that aims to make it safer for students to walk and bike to school and encourage more walking and biking where safety is not a barrier. In November 2021, Mead was awarded a \$424,850.00 Federal grant, with a total required Town match of \$106,213.00 to fund concrete trail extensions to the existing trail network, with the goal of providing a safer route to school for students living north of the downtown area.

In February 2023, the Town solicited proposals from existing on-call firms (Wilson & Company and Ayres) for Engineering Services for the SRTS 3rd Street Trail Extension Project (the “Project”). The review panel selected Wilson & Company, Inc., Engineers & Architects (the “Contractor”) and determined that the Contractor best meets the needs of the Project. Staff recommends approval of a task order with the Contractor for an amount not to exceed \$258,335.00 for engineering-related services associated with the Project. The task order is required by the Town’s Agreement for Professional Services with the Contractor for on-call engineering services (for state and federally funded projects).

FINANCIAL CONSIDERATIONS

The approved 2023 budget identified \$531,063 for this project in the Transportation Fund (14-40-5501).

CDOT Federal Grant -	\$424,850
Town Match -	\$106,213
Total Project Funding	\$531,063

STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the May 30th consent agenda will approve the Resolution (Authorizing execution of the Task Order with the Contractor in the not to exceed amount of \$258,335.00). If this item is removed from the consent agenda for further discussion or questions, staff recommends the following motion:

Suggested Motion:

“I move to adopt Resolution No. 38-R-2023, A Resolution of the Town of Mead, Colorado, Approving a Special Project Task Order with Wilson & Company, Inc., Engineers & Architects to Perform

Engineering Services for the Safe Routes to School Project (3rd Street Trail Extension) for an amount not to exceed \$258,335.00.”

ATTACHMENTS

Resolution No. 38-R-2023

Task Order

Task Order Memorandum

Wilson & Company, Inc. Scope and Fee Letter dated May 2, 2003 (4 pages)

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 38-R-2023**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING A
SPECIAL PROJECT TASK ORDER WITH WILSON & COMPANY, INC.,
ENGINEERS & ARCHITECTS TO PERFORM ENGINEERING SERVICES
FOR THE SAFE ROUTES TO SCHOOL PROJECT (3RD STREET TRAIL
EXTENSION)**

WHEREAS, the Town of Mead is authorized under C.R.S. § 31-15-101 to enter into contracts for any lawful municipal purpose; and

WHEREAS, the Board of Trustees previously approved that certain Agreement for Professional Services with Wilson & Company, Inc., Engineers & Architects, a Kansas corporation (“Contractor”) for on-call engineering services (the “Agreement”); and

WHEREAS, the Town has need of Contractor’s services for the Safe Routes to School project (3rd Street Trail Extension) (“Project”); and

WHEREAS, in accordance with the terms of the Agreement, Task Order No. 2023-004, attached hereto as **Exhibit 1** (“Task Order”), has been prepared for the Project; and

WHEREAS, the Town’s review panel has selected the Contractor as the engineering firm that best meets the needs of the Project; and

WHEREAS, the cost for completion of the engineering and design services associated with the Project is two hundred fifty-eight thousand three hundred thirty-five dollars (\$258,335.00) as more specifically set forth in the Task Order and its attachments; and

WHEREAS, the Board of Trustees desires to approve the Task Order in substantially the form attached to this Resolution and delegate authority to the Town Manager to execute the Task Order.

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

Section 1. The Board of Trustees hereby: (a) approves the Task Order with the Contractor in substantially the same form as is attached hereto and incorporated herein; (b) authorizes the Town Manager, in consultation with the Town Attorney, to make any non-material changes to the Task Order as may be necessary that do not increase the Town’s obligations; and (c) authorizes the Town Manager to execute the Task Order when in final form.

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 30th DAY OF MAY, 2023.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

Exhibit 1
Task Order No. 2023-004
(Wilson & Company, Inc., Engineers & Architects)

[see attached task order and memorandum]



TASK ORDER - SPECIAL PROJECTS

TASK ORDER NO.: 2023 - 004

Task Name: Wilson & Co. Inc., Engineering Services – Safe Routes to School (SRTS)

Requested By: Robyn Brown, Deputy Town Engineer
5/30/23

Proposed Start Date:

Funding Source: 14-40-5501 \$531,063.
6/30/24

Proposed Completion Date:

Tasks / Deliverables: See attached memorandum

Total Task Order Budget: \$258,335

Approval:

_____ **Date:** _____
Town Manager

Additional Comments: This Task Order is not valid without attached Task Order memorandum, approved by the Deputy Town Engineer.

Attachment: Task Order Memorandum

FINANCE DIRECTOR REVIEW:

Finance has reviewed this Task Order and the funds:

☒ *are appropriated*
☐ *are not appropriated (note: _____)*

By: _____

Account reference/information:
14-40-5501 TRANSPORTATION FUND \$531,063



TASK ORDER MEMORANDUM

To: Helen Migchelbrink, Town Manager

From: Robyn Brown, Deputy Town Engineer

Date: 05/03/2023

Subject: Wilson & Co. Inc., Engineering Services – Safe Routes to School (SRTS)

Task Order No.: 2023 - 004

This Task Order Memorandum has been prepared in accordance with the Town's Professional Services Agreement (PSA) with **Wilson & Co. Inc.**, (the "Contractor") for engineering services, including special projects. No special projects shall be performed by the Contractor until the Town's Authorized Representative has executed a Task Order authorizing the Contractor to proceed with the Task(s) identified below.

Task(s) to be performed:

- **Engineering Services:** Provide engineering services for the Safe Routes to School (SRTS) Project for an amount not to exceed \$258,335.

Time schedule: Proposed start date is May 30, 2023, with a proposed completion date of June 30, 2024.

Deliverables: See attached scope of work.

Charges: Unless otherwise set forth in this Task Order Memorandum, the Charges authorized herein shall be considered a not to exceed (NTE) figure. Charges shall be calculated pursuant to the hourly rates in the PSA, unless otherwise set forth herein. A copy of the Letter Agreement related to the Task(s) outlined above is attached to this Task Order Memorandum. I have reviewed and approved the Letter Agreement, and I therefore request that you proceed to approve the attached Task Order, which will authorize the Engineer to proceed with the special project described above for the not to exceed fee of \$258,335.00.

Review and approval of Task Order Memorandum:

DocuSigned by:

Robyn Brown

2BDAA58BD71142F
Robyn Brown, Deputy Town Engineer



by the Town Manager and approved by the Finance Director.)

May 2, 2023

Erika Rasmussen, PE
Town Engineer / Public Works Director
Town of Mead
1341 CR 34
Mead, CO 80542

Re: Town of Mead Safe Routes to School (22-100-019-01)

Dear Erika -

Wilson & Company is pleased to submit our final scope and fee to provide Engineering Services for the 3rd Street Trail Extension. This information is supplemental to our initial proposal submitted on March 21, 2023, for the Safe Routes to School (SRTS) project (SAR M870-007 (24459)).



Figure 1 – Project Scoping Areas (3rd Street and Welker Avenue)

Survey and Licenses to Enter

Wilson & Company staff will provide topographic survey for 3rd Street (CR7) along the proposed trail alignment. The survey will include the asphalt roadway and an approximate 50' wide strip along the east side of 3rd Street. Additional survey will be picked up in a few locations where drainage conveyance exists, along

with approximately 350LF along the Welker Avenue school site to complete a sidewalk gap in this location. Our team will produce right-of-way (ROW) plans to clear the project for the acquisition process as required by the Uniform Act. The CDOT ROW plan approval process has been undergoing many revisions lately, and currently requires at least a 60% project design for submittal. Per recent discussions with the Town, we will provide services for 4 parcels needing Licenses to Enter (LTE's). Three of these parcels are along 3rd Street and the fourth parcel is on Welker Avenue adjacent to the school site.

Environmental

Preliminary review of the project area has identified multiple drainage crossings of WCR 36 and 3rd Street, as well as roadside ditches throughout the project area, which will require detailed analysis as design is advanced. Our environmental team will collaborate closely with the design team to avoid/minimize potential impacts to these, and any other environmental resources identified. We expect to clear the project with a Categorical Exclusion (CE) using CDOT's Form 128 and category C3 for construction of bicycle and pedestrian lanes, paths, and facilities. Wilson & Company, along with subconsultant Pinyon Environmental, Inc. will work to meet all applicable environmental requirements through project design and construction.

Wilson

- CE preparation (Form 128), meetings, agency coordination, design team coordination
- Section 4(f)/6(f)
- Permitting support (WQ)
- Review of sub tech reports and coordination with subs

Pinyon

- Bio Resources (wetlands and T&E)
- Hazmat
- History/Section 106

Assumptions

- AQ, noise and VIA memo are not required
- CDOT will handle archeo and paleo clearances in-house at HQ
- No adverse effect to historic features/properties
- Only permits needed are WQ permits, and we'll support the Town in acquiring those
- No Section 404 permit with the USACE

Subsurface Utility Engineering

Triunity will provide utility coordination and subsurface utility engineering (SUE) for this project. Triunity will coordinate with all known utility companies in order to obtain the CDOT utility clearance for the project. Initial work will include mapping and database research to identify utilities and owners within the proposed project footprint. This work qualifies as Subsurface Utility Engineering (SUE) Quality Level "D" (QLD). As the design progresses, work items will include utility coordination plans, a utility conflict matrix, complete geophysical investigation (Quality Level B) for underground utilities, develop SUE plans, and incorporate utility mitigation/relocation schematics into the FOR and Final Design packages. Since this is a trail project and excavations are expected to be less than 2' in most locations, the SUE QLB will only need to occur in specific locations and will not be needed for the entire corridors on 3rd Street and WCR36. Additionally, Triunity will prepare a test hole location plan where conflicts warrant a Quality Level A designation for review by the Town and the Design Team. For the purposes of this proposal, our team has assumed the completion of up to 5 utility test holes to be incorporated into the SUE plans.

Western States Land Services

Western States will provide License to Enter documentation to allow Wilson & Co to survey the proposed project limits for 4 parcels, and obtain title binders, coordinate any title updates, title review and additional research as needed. Our team will also meet with affected landowners as needed. Since this project is federally funded, our team will need to obtain appraisals on any parcel acquisition which exceeds \$10,000 in value. If it is determined that certain parcels may be below the \$10,000 threshold, we can complete waiver valuation, in-house, at a cost of \$500 per valuation. Western States will work with the Town and CDOT to prepare the necessary notices, offers, conveyance documents and final offers. We anticipate using the CDOT MOA form and standard Town conveyance forms.

Once notices / offers have been issued, Western States will attempt to meet with the property owner and / or their representative in an effort to establish “good faith” negotiations and resolve the acquisition by voluntary settlement. Upon obtaining executed agreements, accepted by the Town, Western States will act as the Town’s Agent for final closings, or we can coordinate closings with the title company if the Town prefers to obtain title insurance. Once all property has been acquired, Western States will deliver the appropriate acquisition files to CDOT with a right-of-way clearance request.

Trail Design

Wilson & Company will design an 8’ wide, off-street concrete trail along the east side of 3rd Street (CR7) approximately 3,200 LF in length. A crossing will be required at CR36, which is a stop-controlled intersection. Additionally, the trail gap along the school site is approximately 350LF in length.

Deliverables

- Right-of-Way (ROW) plans and clearances
- 30% FIR plans
- SUE plans, utility coordination, and clearances
- Environmental investigation and clearances
- 90% FOR plans
- Final construction documents and cost estimate
- Bid documents, project manual, specifications, and technical reports

The total fee proposed for this work order is a “not to exceed” fee of \$258,335.

A breakdown of the anticipated hours and fees are attached. Thank you for your time in reviewing our revised scope and fee. Please call me if you have any questions.

Sincerely,



Tim Kemp, PE
Senior Project Manager
(970) 219-9762



Scott Waterman, PE
Vice President

	Town of Mead - Third Street Trail Extension (RFP #2022-001-C) 30% (FIR), 90% (FOR), and Bid Documents Wilson & Company Work Breakdown Structure	Kemp PM	Oberlander QA/QC	Evans Drainage	Chesser Enviro Manager	Williams Enviro	Stewart Survey PLS	Dieffenbach Survey	Weier Trail Design	Wright / Clemons ETT	Wilson & Company	Western States	Triunity	Pinyon	Subtotal	Phase Total
		\$ 200	\$ 210	\$ 190	\$ 215	\$ 125	\$ 175	\$ 130	\$ 145	\$ 110						
	Project Kick-Off through 30% Design Phase															\$ 133,375
	Exiting Data Collection / Survey / Parcel Mapping / LTE's						10	160			\$ 22,550	\$ 1,500			\$ 24,050	
	Environmental Resource Survey / NEPA Clearances				30	145					\$ 24,575			\$ 20,000	\$ 44,575	
	Subsurface Utility Engineering (SUE) (QLD) Investigation	4									\$ 800		\$ 2,000		\$ 2,800	
	Alternatives Analysis	2							6	16	\$ 3,030				\$ 3,030	
	Drainage Research and Memo			6						16	\$ 2,900				\$ 2,900	
	Develop ROW Plans						32	160			\$ 26,400				\$ 26,400	
	Develop FIR Plans, Quantities, Estimate, Specifications								30	120	\$ 17,550				\$ 17,550	
	Project Management, Meetings, Coordination	40	4	2					8		\$ 10,380				\$ 10,380	
	FIR Review Meeting, Site Visit, Submittal to CDOT	4		2					2	2	\$ 1,690				\$ 1,690	
		50	4	10	30	145	42	320	46	154						
	Final Design (FOR and For Construction Sets)															\$ 124,960
	Public Outreach / Community Engagement	6									\$ 1,200				\$ 1,200	
	Subsurface Utility Engineering (SUE) (QLB) - Includes 5 QLA	4							8		\$ 1,960		\$ 28,000		\$ 29,960	
	60% Plan Set Milestone - ROW Plan submittal to CDOT	4	2						24	72	\$ 12,620				\$ 12,620	
	Property Acquisitions (Appraisals, Valuations, Offers)	6							6		\$ 2,070	\$ 52,000			\$ 54,070	
	FOR Plans, Quantities, Estimate, Specifications	4	4	6					24	48	\$ 11,540				\$ 11,540	
	FOR Submittal, Meeting, Plan Reconciliation	4							4	8	\$ 2,260				\$ 2,260	
	Project Management, Meetings, Coordination	32	4	8					12		\$ 10,500				\$ 10,500	
	100% For Construction Plans								4	10	\$ 1,680				\$ 1,680	
	Advertise for Construction	2							2	4	\$ 1,130				\$ 1,130	
		62	10	14	0	0	0	0	84	142						
		112	14	24	30	145	42	320	130	296	\$ 154,835	\$ 53,500	\$ 30,000	\$ 20,000	\$ 258,335	\$ 258,335



Agenda Item Summary

MEETING DATE: May 30, 2023

SUBJECT: **Resolution No. 39-R-2023** – A Resolution of the Town of Mead, Colorado, Approving 3rd Amendment to Special Project Task Order for Felsburg Holt & Ullevig, Inc. to Complete Final Design of the 3rd and Welker Intersection

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

SUMMARY

In 2020, the Town contracted with Felsburg Holt & Ullevig, Inc. (FHU) to design the 3rd Street and Welker intersection. While the design effort is generally complete, additional scope is needed due to the addition of \$1.6 million in federal grant funds for design and construction of the project.

The duration of the design review process has been prolonged primarily due to the extensive environmental and real estate clearances required by CDOT for federal grant compliance. Additional scope includes design review/coordination meetings with Town staff and CDOT and the preparation of federal ROW exhibits for 11 property acquisitions. The fee also includes third party review appraisals. These review appraisals are typically provided by CDOT at no charge, however, due to CDOT staff availability the Town will have to provide third party review. These reviews, along with additional design support during construction were not included in the original scope proposal.

The total cost of the additional design services to be provided by FHU is \$81,325.00. Staff recommends approval of a task order with FHU for an amount not to exceed \$81,325.00 for engineering-related services associated with the Project. A copy of the task order (and task order memorandum) is attached to the Resolution as Exhibit 1.

FINANCIAL CONSIDERATIONS

Original Task Order	\$ 268,391	Design – Non-federal
1 st Amendment	\$ 24,990	Design - Traffic Signal
2 nd Amendment	\$ 293,896	Design – Federal requirements
3 rd Amendment	\$ 81,325	<i>Design – New scope for prolonged federal process, 3rd party review appraisals, and construction phase services</i>
Project Total		\$ 668,602

Funds are available in the Transportation Fund (14-40-5500). As set forth above, this request is for an amount not to exceed \$81,325.00.

For reference, the project funding sources include:

Mead Urban Renewal Authority	\$1,250,000
DRCOG TIP Grant	\$1,600,000
<u>Transportation Impact Fund</u>	<u>\$1,450,000</u>
Project Cost	\$4,300,000

STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the consent agenda for May 30, 2023, will approve this item. If the resolution is removed from the consent agenda, the suggested motion is:

Suggested Motion:

“I move to Adopt Resolution No. 39-R-2023 – A Resolution of the Town of Mead, Colorado, Approving the 3rd Amendment to Special Project Task Order for Felsburg Holt & Ullevig, Inc. to Complete Final Design of the 3rd and Welker Intersection, for an Amount Not to Exceed \$81,325.00.”

ATTACHMENTS

Resolution No. 39-R-2023
Task Order
Task Order Memorandum
FHU Proposal dated April 3, 2023 (revised May 14, 2023) (7 pages)

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 39-R-2023**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING
THE 3RD AMENDMENT TO SPECIAL PROJECT TASK ORDER FOR
FELSBURG HOLT & ULLEVIG, INC. TO COMPLETE FINAL DESIGN OF
THE 3RD AND WELKER INTERSECTION**

WHEREAS, the Town of Mead is authorized under C.R.S. § 31-15-101 to enter into contracts for any lawful municipal purpose; and

WHEREAS, the Board of Trustees previously approved that certain Agreement for Professional Services between Felsburg Holt & Ullevig, Inc. (“Contractor”) and the Town of Mead for on-call traffic engineering services, including special projects, dated April 8, 2019, as extended by that certain Agreement for Professional Services 2023 Extension (the “Agreement”); and

WHEREAS, the Board of Trustees previously approved Task Order No. 2020-010 by Resolution No. 67-R-2020 dated July 27, 2020 (“Original Task Order”) for design services related to the 3rd and Welker Intersection Improvement Project (the “Project”); and

WHEREAS, the Town previously approved Task Order No. 2020-016 (“Task Order - 1st Amendment”) and Task Order No. 2022-005 (“Task Order – 2nd Amendment”) for additional design services related to the Project; and

WHEREAS, the Town has need of Contractor’s services to assist with completing the final design of the Project including continued design and coordination support for the Project through advertisement in Fall 2023 (the “Additional Design Services”); and

WHEREAS, in accordance with the terms of the Agreement, Task Order No. 2023-005 – 3rd Amendment, attached hereto as **Exhibit 1** (“Task Order – 3rd Amendment”), has been prepared for the Additional Design Services; and

WHEREAS, the total cost for completion of the Additional Design Services is eighty-one thousand three hundred twenty-five dollars (\$81,325.00), inclusive of costs of the Contractor and approved Project subcontractors, as set forth and detailed in the Task Order – 3rd Amendment; and

WHEREAS, approval of the Task Order – 3rd Amendment will authorize total expenditures on Project design services of \$668,602.00 (inclusive of funds encumbered under the Original Task Order, Task Order – 1st Amendment, and Task Order – 2nd Amendment); and

WHEREAS, the Board of Trustees desires to approve the Task Order – 3rd Amendment in substantially the form attached to this Resolution and delegate authority to the Town Manager to execute the Task Order – 3rd Amendment on behalf of the Town.

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

Section 1. The Board of Trustees hereby: (a) approves the Task Order – 3rd Amendment with the Contractor in substantially the same form as is attached hereto and incorporated herein; (b) authorizes the Town Manager, in consultation with the Town Attorney, to make any non-material or non-substantive changes to the Task Order – 3rd Amendment as may be necessary that do not increase the Town’s obligations; and (c) authorizes the Town Manager to execute the Task Order – 3rd Amendment when in final form.

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 30th DAY OF MAY, 2023.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

Exhibit 1
Task Order No. 2023-005

[see attached task order and memorandum]



TASK ORDER - SPECIAL PROJECTS

TASK ORDER NO.: 2023-005- 3rd Amendment

Task Name: Additional Design Services for 3rd Street/Welker Avenue Intersection Improvements

Requested By: Erika Rasmussen, Town Engineer

Proposed Start Date: Upon NTP

Funding Source: 14-40-5500

Proposed Completion Date: Fall 2024

Tasks / Deliverables: See attached memorandum

Total Task Order Budget: \$81,325.00

Approval:

_____ **Date:** _____
Town Manager

Additional Comments: This Task Order is not valid without attached Task Order memorandum, approved by the Town Engineer.

Attachment: Task Order Memorandum

TOWN TREASURER / FINANCE REVIEW:

Town Treasurer / Finance has reviewed this Task Order and the funds:

☒ *are appropriated*
☐ *are not appropriated (note: _____)*

By: _____

Account reference/information:
14-40-5500 – Transportation Fund



TASK ORDER MEMORANDUM

To: Helen Migchelbrink, Town Manager

From: Erika Rasmussen, Town Engineer

Date: May 30, 2023

Subject: Additional Design Services for 3rd Street/Welker Avenue Intersection Improvements – New Scope for Prolonged Federal Process, 3rd Party Review Appraisals, and Construction Phase Services

Task Order No.: 2023-005

This Task Order Memorandum has been prepared in accordance with the Town's Professional Services Agreement (PSA) with **Felsburg, Holt & Ullevig, Inc.** (the "Contractor") for engineering services, including special projects. No special projects shall be performed by the Contractor until the Town's Authorized Representative has executed a Task Order authorizing the Contractor to proceed with the Task(s) identified below.

Task(s) to be performed: Additional Design Services associated with 3rd Street/Welker Avenue Intersection Improvements project, as described in Contractor proposal dated April 3, 2023 (and revised on May 14, 2023) (copy attached to this Task Order Memo).

Time schedule: Design approval and utility clearance in late fall of 2023. ROW clearance, Construction is expected to start in Winter of 2023/2024.

Deliverables: See attached Contractor proposal dated April 3, 2023 (revised on May 14, 2023) (seven (7) pages).

Charges: Unless otherwise set forth in this Task Order Memorandum, the Charges authorized herein shall be considered a not to exceed (NTE) figure. Charges shall be calculated pursuant to the hourly rates in the PSA, unless otherwise set forth herein. A copy of Contractor proposal related to the Task(s) outlined above is attached to this Task Order Memorandum. I have reviewed and approved the scope of services set forth in the Contractor's proposal, and I therefore request that you proceed to approve the attached Task Order, which will authorize the Contractor to proceed with the additional design services described above for the not to exceed fee of **\$81,325.00**.



Review and approval of Task Order Memorandum:

DocuSigned by:
Erika Rasmussen 5/18/2023
33B626E1E6C04EF...
Erika Rasmussen, Town Engineer

(Note: This Task Order Memorandum is not valid unless and until a Task Order has been executed by the Town Manager and approved by the Town Treasurer/Finance.)

Attachment: Contractor proposal dated April 3, 2023 (revised on May 14, 2023)
(7 pages)



April 3, 2023, Revised May 14, 2023

Ms. Erika Rasmussen, PE
 Town Engineer/Public Works Director
 Town of Mead
 441 Third Street
 Mead, Colorado 80542

Reference: Proposal for Engineering Design Services
 3rd Street/Welker Avenue Intersection Improvements
 Amendment 3

Dear Ms. Rasmussen:

Per our discussion, Felsburg Holt & Ullevig (FHU) is submitting this contract **amendment** for additional services required to complete the project design. These additional services include continued design and coordination support for the project through advertisement in Fall 2023.

FHU proposes the following scope of work and fee estimate to complete the project.

Task 1a – Meetings and Project Management

It is anticipated that 7 additional design review/coordination meetings with Town staff will be required to discuss specific questions, comments, or issues related to the project. Kat will manage budget and schedule and prepare monthly progress reports that will be submitted with invoices.

Task 3 – ROW

This task includes additional FHU time to prepare ROW exhibits for 11 properties to assist the Town and TRS in ROW negotiations. FHU is not scoped for coordination meetings.

Also included are review appraisal services by TRS. It is our understanding from CDOT that they are unable to provide review appraisal services for this project and the local agency will be required to provide these. See attached for additional detail.

Task 4c – Bid Solicitation and Construction

Bid plans

Prior to advertisement, the bid documents will be updated to current specifications and incorporate minor additional changes to the design. The opinion of cost will be updated. Significant changes to the design related to ROW negotiations, CDOT, Town, Railroad, utility or development comments are not scoped. It is assumed the existing topographic survey from 2020 and as-built and final design files provided by others is sufficient to complete the design and bid package. Additional topographic survey is not scoped.

CDOT Clearances

CDOT clearances have taken longer to achieve than originally anticipated. FHU will provide continued assistance to the Town in providing the required documentation to receive CDOT authorization to advertise. With environmental clearance in hand, the additional required authorizations include Utility, and ROW clearance from CDOT. The scope of work is expected to require coordination between the land agent, Town and CDOT, utility clearance letter and coordination on required signatures, CDOT form 859 and construction schedule, once the required documentation is submitted.

April 3, 2023, Rev. May 14, 2023
Erika Rasmussen, PE
Page 2

Advertisement

FHU will provide support during the bid solicitation period and prepare any addendum as needed (up to two). Once a Contractor is selected, FHU will attend one preconstruction meeting, as directed by the Town, and issue a construction set of plans.

Task 5– Additional Design Services

Services outside of the above scope may be included in this task item up to the amount included in the attached fee estimate. These services may include, but are not limited to, additional railroad, utility, development or CDOT comments, design support during construction or other out-of-scope design work. FHU will identify additional services to be completed under this task and receive approval from the Town prior to conducting work.

Construction management is not included in this task order, but could be provided by FHU, if desired, through a separate contract.

Schedule

Upon Notice to Proceed for this amendment, we anticipate design approval and Utility clearance in late fall 2023. ROW clearance Construction is expected to start in Winter 2023/2024.

Fee Estimate

For the above scope of work, see attached for personnel, hours, and fee (based on our 2023 billing rates attached). In summary, we estimate the following not to exceed fee:

Total Not to Exceed fee for this amendment: **\$81,325.**

Our costs will be invoiced monthly on a time and material basis.

If necessary, FHU will evaluate any unforeseen work efforts that have not been identified above and discuss them with Town staff before conducting the work. If the conditions of this proposal are acceptable, please sign this proposal and return as our contract for these additional services.

Please feel free to contact me if you have any questions. Thank you for the opportunity to continue our work with the Town of Mead.

April 3, 2023, Rev. May 14, 2023
Erika Rasmussen, PE
Page 3

Sincerely,

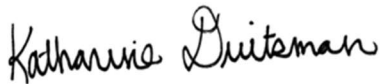
FELSBURG HOLT & ULLEVIG



Jenny Young, PE
Principal

Accepted By

Title



Katharine Duitsman, PE
Project Manager

Date

Town of Mead-3rd/Welker Intersection Improvements-Amendment 3-05/14/23

 connecting & enhancing communities TASK DESCRIPTION Hourly Rate (2023)	FHU PROFESSIONAL FEE (LABOR)																		ODC and SUB CONSULTANTS							
	Jenny Young, Principal II Project Principal/QAQC	Kevin Maddoux, Principal II Environmental QAQC	Kat Duitsman, Principal Project Manager	Larry Lang, Senior Engineer Traffic Design Lead	Zane Matz, Engineer II Roadway/Utilities Lead	Kendra Gabbert, Sr. Engineer Drainage Lead	Tamara Keefe, Env.Scientist V Env. Lead	Amanda Cushing, Env. Scientist V Hazardous Materials	Jodie Snyder, Env. Scientist V Air/Noise	Jake Lloyd, Env. Scientist IV Historic Resources	Neal Goffinet, Env. Scientist IV Biological Resources	Jake Fritz, Env. Scientist III Noise/GIS	Kelly Turner, Designer IV Drainage Support	Souzana Vang, Engineer III	David Marsh, Engineer I Traffic Design Engineer	Tommy Von den Benken, Engineer I Roadway Design Engineer	Linda Stuchlik Sr. Administrative Assistant	SUBTOTAL FU LABOR (Hr.)	SUBTOTAL FHU LABOR (\$)	Other Direct Costs/ Expenses/ Vendors (FHU)	Goodbee and Associates (Landscape Architecture)	PK Electric (Pedestrian Lighting)	TRS (ROW Acquisition)	SUBTOTAL ODC + SUB CONSULTANTS	TOTAL	TOTAL BY TASK
TASK 1a- MEETINGS AND PROJECT MANAGEMENT	\$ 295	\$ 295	\$ 280	\$ 225	\$ 130	\$ 225	\$ 190	\$ 190	\$ 190	\$ 170	\$ 170	\$ 145	\$ 160	\$ 145	\$ 115	\$ 115	\$ 120									\$ 21,645
Project Management			36															36	\$ 10,080					\$ -	\$ 10,080	
Meetings																										
Additional Monthly Progress Meetings (7)	7		14	5	7	5												38	\$ 9,145					\$ -	\$ 9,145	
Additional CDOT Meeting (if needed)	2		4		2	2												10	\$ 2,420					\$ -	\$ 2,420	
TASK 1b- DATA COLLECTION/TRAFFIC ANALYSIS																										
TASK 1c- ROW MAPPING																										
TASK 1d- CONCEPTUAL DESIGN AND ALTERNATIVES																										
TASK 2a- PRELIMINARY DESIGN AND PLAN PREPARATION																										
TASK 2b- PRELIMINARY PUC APPLICATION AND RR COORDINATION																										
TASK 2c- LEGAL DESCRIPTIONS AND EXHIBITS																										
TASK 3- ROW ACQUISITION (5 ADDITIONAL PROPERTIES ASSUMED)																								\$ 22,400		
Additional Exhibits/Review Appraisal Services			2		12													14	\$ 2,120				\$ 20,280	\$ 20,280	\$ 22,400	
TASK 4a- FINAL DESIGN AND PLAN PREPARATION																										
TASK 4b- FINAL PUC AND RR COORDINATION																										
TASK 4c- BID SOLICITATION AND CONSTRUCTION																								\$ 37,280		
CDOT Clearances (Continued Support)			24		8											8		40	\$ 8,680					\$ -	\$ 8,680	
Address comments			2		8											8		18	\$ 2,520					\$ -	\$ 2,520	
Bid Package Preparation			2		8													10	\$ 1,600					\$ -	\$ 1,600	
Assistance during bidding			8															8	\$ 2,240					\$ -	\$ 2,240	
Preconstruction Meeting			8															8	\$ 2,240					\$ -	\$ 2,240	
TASK 5- ADDITIONAL DESIGN SERVICES																								\$ 20,000		
Design Support During Construction/Contingency																			\$ 20,000					\$ -	\$ 20,000	
	9	0	80	5	29	7	0	0	0	0	0	0	0	0	0	8	0	138	\$ 32,445	\$ -	\$ -	\$ -	\$ 20,280	\$ 20,280	\$ 81,325	

REVIEW APPRAISAL SCOPE OF SERVICES

A. REVIEW APPRAISAL

A review appraiser, approved by the Colorado Department of Transportation ("CDOT") will be sub-contracted to review appraisals prepared on behalf of the CLIENT, and the property owners pursuant to CRS 38-1-121, to confirm compliance with applicable appraisal standards, Colorado revised statutes, the Uniform Act and Chapter 3 of the CDOT Right of Way Manual.

A technical field review of the appropriate reports for each parcel shall be completed. The level of review analysis depends on the complexity of the appraisal problem.

The review appraiser shall meet the following requirements:

- I. The review appraiser shall be a Certified General Appraiser currently licensed in Colorado.
- II. The review appraiser shall be knowledgeable and experienced with eminent domain appraisal laws and procedures in Colorado.

The review appraiser's scope of work shall be as follows:

- I. The review appraiser shall review documents (plans, letter of information, environmental study, other project appraisals, etc.) to gain a thorough knowledge of the project.
- II. The review appraiser may be included in project meetings in advance of the appraisal process as applicable.
- III. The review appraiser shall field-review subject and comparable sales/rentals used in the appraisal.
- IV. The review will be a technical field review. The minimum review process is prescribed in 49C.F.R. 24.104 and Chapter 8 "Appraisal Review" of the FHWA Project Development Guide when reviewing an appraisal for a federally funded project. Other guiding principles for technical field reviews are found in the Uniform Standards of Professional Practice (USPAP) and Chapter 3 of the CDOT Right of Way Manual.
- V. Before accepting an appraisal, the review appraiser must determine that the appraiser's documentation, including valuation data and the analyses of that data, demonstrates the soundness of the appraiser's opinion of value.
- VI. The review appraiser must assure the appraisals meet applicable requirements, and prior to acceptance seek necessary correction or revisions to facilitate the appraiser's development of an acceptable appraisal.
- VII. The review appraiser shall identify each appraisal report as:
 1. recommended (the basis to establish an amount believed to be just compensation);
 2. accepted (meets all requirements, but not selected as recommended);
 3. not accepted.

- VIII. If a property owner appraisal is provided, the review appraiser will also review this appraisal and provide a review report to the CLIENT and CDOT, as to whether the appraisal is recommended, accepted, or not accepted.

B. PROJECT MANAGEMENT

TRS will coordinate transmittal of appraisals between the CLIENT's appraiser, the property owner's appraiser and the review appraiser.

Upon completion of the review appraisal and preparation of the FMV by the review appraiser, TRS will provide CDOT with a copy of the review appraisals, and keep to incorporate with the CLIENT's file.

TRS will sub-contract with the review appraiser, and process payments to the review appraiser.


TRS Corp.
**3rd Welker Intersection Appraisal Review
Town of Mead/FHU 5-12-2023 TO Amend**

<i>Employee Classification</i>	<i>Project Manager</i>	<i>Sr. ROW Agent</i>	<i>Admin</i>	<i>TOTALS</i>	
<i>Rate</i>	<i>\$160.00</i>	<i>\$123.00</i>	<i>\$55.50</i>		
RIGHT OF WAY TASKS					
	<i>hours</i>	<i>hours</i>	<i>hours</i>		<i>COMMENTS</i>
A. Appraisal Review					
1. Review appraisal Coordination		6	4		
2. Review appraisal subcontracting	2				
subtotal hours	2	6	4		12
subtotal fees	\$320.00	\$738.00	\$222.00		\$1,280.00
THIRD PARTY EXPENSES		<i>QTY</i>	<i>Price</i>	<i>Fee</i>	
<i>Review Appraisals (Doug Nitzkowski-MAI)</i>		10	\$ 1,900.00	\$19,000.00	Appraisal reviews (CDOT approved reviewer)
Expense Total				\$19,000.00	
TRS PROFESSIONAL SERVICES FEE ESTIMATE					\$20,280.00



April 3, 2023, Revised May 14, 2023

Ms. Erika Rasmussen, PE
Town Engineer/Public Works Director
Town of Mead
441 Third Street
Mead, Colorado 80542

Reference: Proposal for Engineering Design Services
3rd Street/Welker Avenue Intersection Improvements
Amendment 3

Dear Ms. Rasmussen:

Per our discussion, Felsburg Holt & Ullevig (FHU) is submitting this contract **amendment** for additional services required to complete the project design. These additional services include continued design and coordination support for the project through advertisement in Fall 2023.

FHU proposes the following scope of work and fee estimate to complete the project.

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It is anticipated that 7 additional design review/coordination meetings with Town staff will be required to discuss specific questions, comments, or issues related to the project. Kat will manage budget and schedule and prepare monthly progress reports that will be submitted with invoices.

Task 3 – ROW

This task includes additional FHU time to prepare ROW exhibits for 11 properties to assist the Town and TRS in ROW negotiations. FHU is not scoped for coordination meetings.

Also included are review appraisal services by TRS. It is our understanding from CDOT that they are unable to provide review appraisal services for this project and the local agency will be required to provide these. See attached for additional detail.

Task 4c – Bid Solicitation and Construction

Bid plans

Prior to advertisement, the bid documents will be updated to current specifications and incorporate minor additional changes to the design. The opinion of cost will be updated. Significant changes to the design related to ROW negotiations, CDOT, Town, Railroad, utility or development comments are not scoped. It is assumed the existing topographic survey from 2020 and as-built and final design files provided by others is sufficient to complete the design and bid package. Additional topographic survey is not scoped.

CDOT Clearances

CDOT clearances have taken longer to achieve than originally anticipated. FHU will provide continued assistance to the Town in providing the required documentation to receive CDOT authorization to advertise. With environmental clearance in hand, the additional required authorizations include Utility, and ROW clearance from CDOT. The scope of work is expected to require coordination between the land agent, Town and CDOT, utility clearance letter and coordination on required signatures, CDOT form 859 and construction schedule, once the required documentation is submitted.

Advertisement

FHU will provide support during the bid solicitation period and prepare any addendum as needed (up to two). Once a Contractor is selected, FHU will attend one preconstruction meeting, as directed by the Town, and issue a construction set of plans.

Task 5– Additional Design Services

Services outside of the above scope may be included in this task item up to the amount included in the attached fee estimate. These services may include, but are not limited to, additional railroad, utility, development or CDOT comments, design support during construction or other out-of-scope design work. FHU will identify additional services to be completed under this task and receive approval from the Town prior to conducting work.

Construction management is not included in this task order, but could be provided by FHU, if desired, through a separate contract.

Schedule

Upon Notice to Proceed for this amendment, we anticipate design approval and Utility clearance in late fall 2023. ROW clearance Construction is expected to start in Winter 2023/2024.

Fee Estimate

For the above scope of work, see attached for personnel, hours, and fee (based on our 2023 billing rates attached). In summary, we estimate the following not to exceed fee:

Total Not to Exceed fee for this amendment: **\$81,325.**

Our costs will be invoiced monthly on a time and material basis.

If necessary, FHU will evaluate any unforeseen work efforts that have not been identified above and discuss them with Town staff before conducting the work. If the conditions of this proposal are acceptable, please sign this proposal and return as our contract for these additional services.

Please feel free to contact me if you have any questions. Thank you for the opportunity to continue our work with the Town of Mead.

Sincerely,

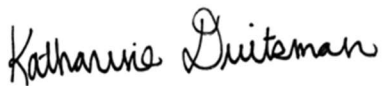
FELSBURG HOLT & ULLEVIG



Jenny Young, PE
Principal

Accepted By

Title



Katharine Duitsman, PE
Project Manager

Date

Town of Mead-3rd/Welker Intersection Improvements-Amendment 3-05/14/23

 Town of Mead-3rd/Welker Intersection Improvements-Amendment 3-05/14/23 Hourly Rate (2023) TASK DESCRIPTION Hourly Rate (2023)	FHU PROFESSIONAL FEE (LABOR)																		ODC and SUB CONSULTANTS					TOTAL BY TASK	
	Jenny Young, Principal II Project Principal/QAQC	Kevin Maddoux, Principal II Environmental QAQC	Kat Duitsman, Principal Project Manager	Larry Lang, Senior Engineer Traffic Design Lead	Zane Matz, Engineer II Roadway/Utilities Lead	Kendra Gabbert, Sr. Engineer Drainage Lead	Tamara Keefe, Env.Scientist V Env. Lead	Amanda Cushing, Env. Scientist V Hazardous Materials	Jodie Snyder, Env. Scientist V Air/Noise	Jake Lloyd, Env. Scientist IV Historic Resources	Neal Goffinet, Env. Scientist IV Biological Resources	Jake Fritz, Env. Scientist III Noise/GIS	Kelly Turner, Designer IV Drainage Support	Souzana Vang, Engineer III	David Marsh, Engineer I Traffic Design Engineer	Tommy Von den Benken, Engineer I Roadway Design Engineer	Linda Stuchlik Sr. Administrative Assistant	SUBTOTAL FU LABOR (Hr.)	SUBTOTAL FHU LABOR (\$)	Other Direct Costs/ Expenses/ Vendors (FHU)	Goodbee and Associates (Landscape Architecture)	PK Electric (Pedestrian Lighting)	TRS (ROW Acquisition)	SUBTOTAL ODC + SUB CONSULTANTS	TOTAL
TASK 1a- MEETINGS AND PROJECT MANAGEMENT	\$ 295	\$ 295	\$ 280	\$ 225	\$ 130	\$ 225	\$ 190	\$ 190	\$ 190	\$ 170	\$ 170	\$ 145	\$ 160	\$ 145	\$ 115	\$ 115	\$ 120								\$ 21,645
Project Management Meetings			36															36	\$ 10,080					\$ -	\$ 10,080
Additional Monthly Progress Meetings (7)	7		14	5	7	5												38	\$ 9,145					\$ -	\$ 9,145
Additional CDOT Meeting (if needed)	2		4		2	2												10	\$ 2,420					\$ -	\$ 2,420
TASK 1b- DATA COLLECTION/TRAFFIC ANALYSIS																									
TASK 1c- ROW MAPPING																									
TASK 1d- CONCEPTUAL DESIGN AND ALTERNATIVES																									
TASK 2a- PRELIMINARY DESIGN AND PLAN PREPARATION																									
TASK 2b- PRELIMINARY PUC APPLICATION AND RR COORDINATION																									
TASK 2c- LEGAL DESCRIPTIONS AND EXHIBITS																									
TASK 3- ROW ACQUISITION (5 ADDITIONAL PROPERTIES ASSUMED)																									
Additional Exhibits/Review Appraisal Services			2		12													14	\$ 2,120				\$ 20,280	\$ 20,280	\$ 22,400
TASK 4a- FINAL DESIGN AND PLAN PREPARATION																									
TASK 4b- FINAL PUC AND RR COORDINATION																									
TASK 4c- BID SOLICITATION AND CONSTRUCTION																									
CDOT Clearances (Continued Support)			24		8										8			40	\$ 8,680					\$ -	\$ 8,680
Address comments			2		8										8			18	\$ 2,520					\$ -	\$ 2,520
Bid Package Preparation			2		8													10	\$ 1,600					\$ -	\$ 1,600
Assistance during bidding			8															8	\$ 2,240					\$ -	\$ 2,240
Preconstruction Meeting			8															8	\$ 2,240					\$ -	\$ 2,240
TASK 5- ADDITIONAL DESIGN SERVICES																									
Design Support During Construction/Contingency																			\$ 20,000					\$ -	\$ 20,000
	9	0	80	5	29	7	0	0	0	0	0	0	0	0	0	8	0	138	\$ 32,445	\$ -	\$ -	\$ -	\$ 20,280	\$ 20,280	\$ 81,325

REVIEW APPRAISAL SCOPE OF SERVICES

A. REVIEW APPRAISAL

A review appraiser, approved by the Colorado Department of Transportation ("CDOT") will be sub-contracted to review appraisals prepared on behalf of the CLIENT, and the property owners pursuant to CRS 38-1-121, to confirm compliance with applicable appraisal standards, Colorado revised statutes, the Uniform Act and Chapter 3 of the CDOT Right of Way Manual.

A technical field review of the appropriate reports for each parcel shall be completed. The level of review analysis depends on the complexity of the appraisal problem.

The review appraiser shall meet the following requirements:

- I. The review appraiser shall be a Certified General Appraiser currently licensed in Colorado.
- II. The review appraiser shall be knowledgeable and experienced with eminent domain appraisal laws and procedures in Colorado.

The review appraiser's scope of work shall be as follows:

- I. The review appraiser shall review documents (plans, letter of information, environmental study, other project appraisals, etc.) to gain a thorough knowledge of the project.
- II. The review appraiser may be included in project meetings in advance of the appraisal process as applicable.
- III. The review appraiser shall field-review subject and comparable sales/rentals used in the appraisal.
- IV. The review will be a technical field review. The minimum review process is prescribed in 49C.F.R. 24.104 and Chapter 8 "Appraisal Review" of the FHWA Project Development Guide when reviewing an appraisal for a federally funded project. Other guiding principles for technical field reviews are found in the Uniform Standards of Professional Practice (USPAP) and Chapter 3 of the CDOT Right of Way Manual.
- V. Before accepting an appraisal, the review appraiser must determine that the appraiser's documentation, including valuation data and the analyses of that data, demonstrates the soundness of the appraiser's opinion of value.
- VI. The review appraiser must assure the appraisals meet applicable requirements, and prior to acceptance seek necessary correction or revisions to facilitate the appraiser's development of an acceptable appraisal.
- VII. The review appraiser shall identify each appraisal report as:
 1. recommended (the basis to establish an amount believed to be just compensation);
 2. accepted (meets all requirements, but not selected as recommended);
 3. not accepted.

- VIII. If a property owner appraisal is provided, the review appraiser will also review this appraisal and provide a review report to the CLIENT and CDOT, as to whether the appraisal is recommended, accepted, or not accepted.

B. PROJECT MANAGEMENT

TRS will coordinate transmittal of appraisals between the CLIENT's appraiser, the property owner's appraiser and the review appraiser.

Upon completion of the review appraisal and preparation of the FMV by the review appraiser, TRS will provide CDOT with a copy of the review appraisals, and keep to incorporate with the CLIENT's file.

TRS will sub-contract with the review appraiser, and process payments to the review appraiser.



TRS Corp.

**3rd Welker Intersection Appraisal Review
Town of Mead/FHU 5-12-2023 TO Amend**

<i>Employee Classification</i>	<i>Project Manager</i>	<i>Sr. ROW Agent</i>	<i>Admin</i>	<i>TOTALS</i>	
<i>Rate</i>	<i>\$160.00</i>	<i>\$123.00</i>	<i>\$55.50</i>		
RIGHT OF WAY TASKS					
	<i>hours</i>	<i>hours</i>	<i>hours</i>		<i>COMMENTS</i>
A. Appraisal Review					
1. Review appraisal Coordination		6	4		
2. Review appraisal subcontracting	2				
subtotal hours	2	6	4		12
subtotal fees	\$320.00	\$738.00	\$222.00		\$1,280.00
THIRD PARTY EXPENSES		<i>QTY</i>	<i>Price</i>	<i>Fee</i>	
Review Appraisals (Doug Nitzkowski-MAI)		10	\$ 1,900.00	\$19,000.00	Appraisal reviews (CDOT approved reviewer)
Expense Total				\$19,000.00	
TRS PROFESSIONAL SERVICES FEE ESTIMATE					\$20,280.00



Agenda Item Summary

MEETING DATE: May 30, 2023

SUBJECT: **Resolution No. 40-R-2023** – A Resolution of the Town of Mead, Colorado, Awarding the Bid and Approving a Construction Agreement Between the Town and Martin Marietta Materials, Inc. for Asphalt Patching Project (IFB 2023-002)

PRESENTED BY: Immanuel Windhorst, Pavement Management Manager

SUMMARY

The Town of Mead received bid proposals from six qualified contractors to provide asphalt patching and paving for the annual street maintenance project. This work consists of removal and replacement of asphalt pavements by milling or excavation, removal and replacement of culverts, subgrade stabilization and preparation, adjustment of manholes and valves, and minor ditch regrading and associated traffic and erosion control within Town rights of way or on Town Property.

Proposals ranged from \$2,055,935.90 to \$2,574,778.25. The apparent low bidder is Asphalt Specialties. However, Town Staff believes Martin Marietta Materials, Inc. (“Martin Marietta”) is the lowest responsive and responsible bidder at \$2,063,599.25 and is recommending award to Martin Marietta.

Asphalt Specialties price of \$500 per cubic yard for the ad alternate #1 line item for soil stabilization (fly ash treated subgrade) is substantially higher than any other bidders, which range from \$24 to \$200 per cubic yard. Martin Marietta’s price per cubic yard is \$78. For example, if the project needs to utilize this line item for a typical street, 1000 cubic yards would cost \$500,000 utilizing the Asphalt Specialties pricing compared to \$78,000 using Martin Marietta. Based on recent Staff experience with poor soil conditions within the Town limits, it is likely the soil stabilization item will have to be utilized during the duration of the project.

Company Name	Project Total
Asphalt Specialties Co. Inc.	\$2,055,935.90
Martin Marietta Materials, Inc.	\$2,063,599.25
Simon	\$2,090,444.41
Brannan Sand & Gravel Company	\$2,210,520.50
ABC Asphalt, Inc.	\$2,367,904.95
CASI	\$2,574,778.25

FINANCIAL CONSIDERATIONS

The approved 2023 budget provides several accounts in the Street Improvement Fund in which funds are available for this project.

Account	Description	Available Funds
04-44-5250	Asphalt Street Patching	\$1,800,000
04-44-5215	Repair & Maintenance - Streets	\$50,000
04-44-5365	Repair & Maintenance – Sealcoating	\$350,000
04-44-5366	Repair & Maintenance – Drainage	\$500,000

STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the consent agenda for May 30, 2023, will approve this item. If the resolution is removed from the consent agenda, the suggested motion is:

Suggested Motion:

“I move to adopt Resolution No. 40-R-2023, A Resolution of the Town of Mead, Colorado, Awarding the Bid and Approving a Construction Agreement Between the Town and Martin Marietta Materials, Inc. for Asphalt Patching Project (IFB 2023-002).”

ATTACHMENTS

Resolution No. 40-R-2023
Construction Agreement (Exhibit 1 to Resolution)

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 40-R-2023**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, AWARDING
THE BID AND APPROVING A CONSTRUCTION AGREEMENT BETWEEN
THE TOWN AND MARTIN MARIETTA MATERIALS, INC. FOR ASPHALT
PATCHING PROJECT (IFB 2023-002)**

WHEREAS, the Town of Mead is authorized under C.R.S. § 31-15-101 to enter into contracts for any lawful municipal purpose; and

WHEREAS, the Town requires asphalt patching work, as more particularly described in IFB No. 2023-002 (the “Project” or “Work”) and solicited bids for the Project in accordance with Colorado law by posting the IFB on the Rocky Mountain E-Purchasing System; and

WHEREAS, Town Staff has reviewed and evaluated all complete and responsive bids submitted, and is recommending award of the Project to the bidder whose bid is in the best interests of the Town; and

WHEREAS, it is the desire and intent of the Board of Trustees to award the construction agreement to the bidder who submitted a bid in compliance with the reasonable and stated specifications contained within the IFB; and

WHEREAS, the Board of Trustees, after full consideration of the bids submitted and the recommendation of Town Staff presented at the May 30, 2023 regular meeting, finds that **Martin Marietta Materials, Inc.**, a North Carolina corporation (the successful bidder, hereinafter “Contractor”), submitted the bid that has been determined to be in the best interests of the Town; and

WHEREAS, the Board further finds that it is in the best interests of the Town to award the bid for the Project to the Contractor in the not-to-exceed amount of **Two Million Sixty-Three Thousand Five Hundred Ninety-Nine Dollars and Twenty-Five Cents (\$2,063,599.25)**, based on total cost and unit pricing set forth in the Contractor’s bid proposal, which includes all necessary labor, supervision, equipment, tools and materials for the Work to be performed; and

WHEREAS, the Town desires to enter into a construction agreement with the Contractor to have the Contractor perform the Work described with particularity in the IFB and contract documents for the benefit of the Town of Mead, which construction agreement shall be substantially in the form attached hereto as **Exhibit 1** (the “Construction Agreement”).

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

Section 1. The Board of Trustees hereby: (a) awards the Project to the Contractor in the not to exceed amount of **Two Million Sixty-Three Thousand Five Hundred Ninety-Nine Dollars and Twenty-Five Cents (\$2,063,599.25)**; (b) authorizes the Town Attorney to make such changes as may be needed to correct any non-material errors or language or to negotiate such changes to the Construction Agreement as may be appropriate and that do not substantially increase the obligations of the Town; (c) authorizes the Town Public Works Director/Town Engineer to execute the Notice of Award for the Project and deliver a copy of said Notice of Award to the Contractor; and (d) authorizes the Mayor to execute the Construction Agreement on behalf of the Town on or after such date as the Contractor has delivered the executed Construction Agreement to the Town, together with the proof of insurance, performance and payment bond, and other documents specifically required by the IFB, the Construction Agreement, the Notice of Award, and other Contract Documents.

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 30TH DAY OF MAY, 2023.

ATTEST:

TOWN OF MEAD

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

By: _____
Colleen G. Whitlow, Mayor

Exhibit 1
Construction Agreement
(Martin Marietta Materials, Inc.)
[IFB 2023-002]

SECTION 00501
TOWN OF MEAD, COLORADO
CONSTRUCTION AGREEMENT
Project Number: IFB 2023-002, Asphalt Patching Project (“Project”)

This CONSTRUCTION AGREEMENT (“Agreement”) is made and entered into by and between the TOWN OF MEAD, COLORADO, a municipal corporation of the State of Colorado, with offices at 441 Third Street, Mead, Colorado 80542 (the “**Town**” or “**Owner**”), and Martin Marietta Materials, Inc., a North Carolina corporation, whose address is 4123 Parklake Ave, Raleigh, NC 27612 (the “**Contractor**”).

RECITALS

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

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

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

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

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

THE PARTIES AGREE AS FOLLOWS:

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

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

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

Mead Construction Agreement (Martin Marietta Materials, Inc.)
Project No. IFB 2023-002, Asphalt Patching Project

Page **1** of **12**
Eff. 4/24/20

8. Bid Bond (Minimum 10% equivalent of the Bid Proposal price or as otherwise set forth in the Bid Bond form provided as part of the Bid Pack)
9. General Conditions
10. The following documents if the box is checked:

- ☒ Special Provisions
- ☒ Design Documents, including all Drawings and Plans
- ☒ Project Specifications
- ☒ Addendums to Specifications and Standards
- ☒ The following manual of construction design standards and specifications:

- Town of Mead "Design Standards and Construction Specifications"
- Colorado Department of Transportation "Standard Specifications for Road and Bridge Construction"

- ☐ Change Orders, Field Orders or other similar revisions properly authorized after the execution of this Agreement
- ☐ Others: _____

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

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

☒ If this box is checked, in lieu of requiring any such proof and backup for such expenses, Contractor agrees that liquidated damages (not penalties) may be assessed by the Owner in the sum of **\$2,500.00 per day** for each day after the contract time frame expires.

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

5.00 CONTRACT SUM AND PAYMENT: The Owner shall pay to the Contractor for performance of the Work encompassed by this Agreement, and the Contractor will accept as full compensation therefore the sum of **TWO MILLION SIXTY-THREE THOUSAND FIVE HUNDRED NINETY-NINE AND 25/100 DOLLARS (\$2,063,599.25)** subject to adjustment as provided by the Contract Documents ("Contract Price"). The Town has appropriated sufficient funds for completion of this Work.

- a. Monthly, partial, progress payments shall be made by the Town to the Contractor for the percentage of the Work completed, subject to inspection by Town staff to verify percentage of completion. The Town alone shall determine when work has been completed and progress payments shall not constitute a waiver of the right of the Town to require the fulfillment of all terms of this Agreement and the delivery of all improvements embraced in this Agreement in a complete and satisfactory manner to the Town in all details. The Town, before making any payment, may require the Contractor to furnish releases or receipts from any or all persons performing work under this Agreement and/or supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect the Town's interest. The Town, however, may in its discretion make payment in part or full to the Contractor without requiring the furnishing of such releases or receipts.
- b. By the 1st day of each month, Contractor shall submit to the Town for review and approval, an application for payment fully completed and signed by Contractor covering the work completed through the last day of the prior month and accompanied by such supporting documentation as is required by these Contract Documents, including without limitation, time sheets, invoices, receipts, bills of lading, and all other documents the Town may require. Materials on hand but not complete in place may or may not be included for payment at the discretion of the Town. Each subsequent application for payment shall include an affidavit of Contractor providing that all previous progress payments received on account of the work have been applied to discharge in full all of Contractor's obligations reflected in prior applications for payment. Notwithstanding the progress payments, it is the intent and purpose of the Town to withhold at least five percent (5%) of payments to Contractor for any contract exceeding One Hundred Fifty Thousand Dollars (\$150,000.00) in accordance with Article 91, Title 24, C.R.S.
- c. Extension Agreement pricing: The Contractor may propose price increases to be applicable for any Extension Agreement term by written notice to the Town. Price increases are to be on a pass-through basis only and must not produce a higher profit margin for Contractor than that established by this Agreement. Requests must include supporting documentation such as price increases at the manufacturer's level and/or other documentation of cost increases. Consideration of price increases will be at the sole discretion of the Town. If a price increase is approved in part or in full, the resulting new pricing will be implemented through approval of an Extension Agreement. The Town may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the Contractor's written justification in the amount not to exceed the increase in the Colorado Construction Cost (CCI) Index, Colorado area, published by the Colorado Department of Transportation during the proceeding one year term. Nothing in this Agreement shall obligate the Town to approve any Extension Agreement. Exercise of any renewal option shall be at the Town's sole discretion, consistent with Section 3.00 above.

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

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

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

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

9.00 INSURANCE: Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all obligations assumed by the Contractor pursuant to this Agreement. Contractor shall not commence work under this Agreement until it has obtained all said insurance required by the Contract Documents and such insurance has been approved by the Town. The Contractor shall not allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been obtained and approved. For the duration of this Agreement, the Contractor must continuously maintain the insurance coverage required in this section, with the minimum insurance coverage listed below:

- a. Worker's Compensation in accordance with the Worker's Compensation Act of the State of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract.
- b. Comprehensive General liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000) per each occurrence, AND TWO MILLION DOLLARS (\$2,000,000) aggregate, plus an additional amount sufficient to pay related attorneys' fees and defense costs. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.
- c. Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) per each occurrence, plus an additional amount sufficient to pay related attorneys' fees and defense costs, with respect to each of the Contractor's owned, hired or non owned vehicles assigned to or used in performance of this contract.
- d. Builder's Risk insurance with minimum limits of not less than the insurable value of the work to be performed under this contract at completion less the value of the materials and equipment insured under installation floater insurance. The policy shall be written in completed value form and shall protect the Contractor and the Town against risks of damage to buildings, structures, and materials and equipment not otherwise covered under Installation Floater insurance, from the perils of fire and lightning, the perils included in the standard coverage endorsement, and the perils of vandalism and malicious mischief. Equipment such as pumps, engine-generators, compressors, motors, switch-gear, transformers, panel-boards, control equipment, and other similar equipment shall be insured under Installation Floater

insurance when the aggregate value of the equipment exceeds \$10,000. The policy shall provide for losses to be payable to the Contractor and the Town as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the Contractor or the Town.

- e. ☐ If this box is checked, Professional Liability/Errors and Omission in an amount not less than _____ MILLION DOLLARS (\$____,000,000).

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

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

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

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

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

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

14.00 EVENTS OF AND TERMINATION FOR DEFAULT:

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

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

The Town will not include the Contractor as an insured under any policy the Town has for itself. The Town shall not be obligated to secure nor provide any insurance coverage or employment benefits of any kind or type to or for the Contractor

or the Contractor's employees, sub-consultants, subcontractors, agents, or representatives, including but not limited to coverage or benefits related to: local, state, or federal income or other tax contributions, FICA, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension or retirement account contributions, profit sharing, professional liability insurance, or errors and omissions insurance. The following disclosure is provided in accordance with Colorado law:

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

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

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

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

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

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

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

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

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

Contractor:

Martin Marietta Materials, Inc.
4123 Parklake Ave
Raleigh NC 27612

With a copy to:

Martin Marietta Materials, Inc.
Attn: Kenneth Ball, General Manager
1800 N. Taft Hill Rd.
Fort Collins, CO 80521
Email: Kenneth.r.ball@martinmarietta.com

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE PAGES FOLLOW

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

TOWN OF MEAD:

☒ Board of Trustees (*for contracts exceeding \$25,000 pursuant to Sec. 4-2-20 of the Mead Municipal Code*)

ATTEST:

By: _____
Mary Strutt, Town Clerk, MMC

By: _____
Colleen G. Whitlow, Mayor

OR

☐ Town Manager (*for contracts \$25,000 or less pursuant to Sec. 4-2-20 of the Mead Municipal Code*)

By: _____
Helen Migchelbrink, Town Manager

Date of Execution: _____

[Contractor signature page follows]

CONTRACTOR: **MARTIN MARIETTA MATERIALS, INC.**, a North Carolina corporation

By: _____

Printed Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____) ss.

The foregoing Construction Agreement was acknowledged before me this ____ day of _____, 2023,
by _____ as
_____ of MARTIN MARIETTA MATERIALS, INC., a North Carolina
corporation.

Witness my hand and official seal.

My commission expires: _____.

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

EXHIBIT A
CONTRACTOR'S FORM OF BID

[See attached document]



Agenda Item Summary

MEETING DATE: May 30, 2023

SUBJECT: **Ordinance No. 1035** – An Ordinance of the Town of Mead, Colorado, Approving a Lease Agreement with Deere Credit, Inc. for the Lease of a 772G John Deere Motor Grader with Option to Purchase

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

SUMMARY

The Public Works Department is requesting the Board's approval of a lease to secure a John Deere 772G Motor Grader from 4Rivers Equipment, LLC (Deere Credit, Inc. as lessor). This is a critical piece of equipment that is utilized throughout the Town for gravel road maintenance. The grader is also utilized during snow and ice events, and to grade gravel parking areas like those at Mead Ponds and Ames Park.

The current 2012 Volvo Grader continues to be plagued with mechanical breakdowns and expensive repairs and maintenance. The last two repairs cost over \$24,000, and the machine is in current need of approximately \$7,500 in repairs to keep it operational. Parts are difficult to find, and the manufacturer has indicated that no new parts will be fabricated starting in 2025, making long term maintenance even more challenging.

While the 2023 budget did not anticipate this procurement, it has become evident that this piece of equipment is critical to daily operations and needs to be replaced as soon as possible.

Per the Town's purchasing policy, three (3) quotes were requested, and two (2) vendors responded with proposals for lease options utilizing cooperative bidding agreements.

Vendor	Type of Machine	Equipment Price	Lease Term	Monthly Payment
4Rivers Equipment	John Deere 772G Motor Grader	\$407,000	60 Months	\$6,518.48
Wagner Equipment	Caterpillar 140JOY Motor Grader	\$447,804	36 Months	\$8,000.00
Komatsu	Motor Grader	NO BID		

The Public Works Department believes that the John Deere from 4Rivers Equipment, LLC (Deer Credit, Inc.) will best meet the needs of the organization, and it is readily available.

FINANCIAL CONSIDERATIONS

The approved 2023 budget provided \$27,620 for equipment lease (04-44-5369). This request is for an increase of \$40,000, which is an unexpected expense for this year's budget. The difference will be

absorbed within the Street Improvement Fund through cost savings on other projects or procurements. 2024 budget planning will include appropriate funds for this expense moving forward.

At the end of the 60-month lease term, the Town could choose to lease a new piece of equipment or purchase this grader for the residual value of \$180,923.00 if desired.

Lease Term	Monthly Payment	Total Annual Expense	Purchase Option at End of Term
60 Months	\$6,518.48	\$78,221.76	\$180,923.00

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends approval of the Ordinance (approving a lease agreement with Deere Credit, Inc.). A motion to approve the May 30, 2023, regular meeting consent agenda will approve the Ordinance.

If this item is pulled off consent for questions or further discussion, Staff recommends the motion set forth below:

Suggested Motion:

“I move to approve Ordinance No. 1035, an Ordinance of the Town of Mead, Colorado, Approving a Lease Agreement with Deere Credit, Inc. for the Lease of the 2023 Motor Grader (Product ID Number 1DW772GPJNF716080) with Option to Purchase.”

ATTACHMENTS

Ordinance No. 1035
Exhibit A- Lease Agreement

**TOWN OF MEAD, COLORADO
ORDINANCE NO. 1035**

**AN ORDINANCE OF THE TOWN OF MEAD, COLORADO,
APPROVING A LEASE AGREEMENT WITH DEERE CREDIT, INC.
FOR THE LEASE OF 2023 MOTOR GRADER (PRODUCT ID NUMBER
1DW772GPJNF716080) WITH OPTION TO PURCHASE**

WHEREAS, the C.R.S. § 31-15-101 and § 31-15-801 authorize the use of lease agreements as a method for financing the purchase of land, buildings, equipment and other property for governmental purposes; and

WHEREAS, the Town of Mead (“Town”) has need to replace a motor grader; and

WHEREAS, the Town has reached agreement with 4 Rivers Equipment, LLC and John Deere (Deere Credit, Inc.) for the rental of a 2023 motor grader (Product ID# 1DW772GPJNF716080 – 772G Motor Grader with 6WD) (the “2023 Grader”); and

WHEREAS, the rental cost of 2023 Grader is set at \$6,518.48 per month and the rental is for a term of five years (60 months); and

WHEREAS, the Board of Trustees desires to approve the Lease Agreement with Deere Credit, Inc. (as lessor) of the 2023 Grader for governmental purposes, in substantially the form attached to this Ordinance as Exhibit A (the “Lease Agreement”).

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. Authorization. The Board of Trustees hereby authorizes the Town Manager and Town Clerk to affix their signatures and take whatever other steps are required and necessary to complete and finalize the Lease Agreement for the 2023 Grader at a cost of \$6,518.48 per month, for a term of five years (60 months) from the lease term start date to be set forth in the Lease Agreement.

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 Code available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 30TH DAY OF MAY, 2023.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

Exhibit A
Lease Agreement
(Deere Credit, Inc. – 2023 Motor Grader)
(*attached*)



JOHN DEERE
FINANCIAL

Application ID: **13848799**

Version Number: 4

Governmental

LEASE AGREEMENT

LESSEE'S NAME AND PHYSICAL ADDRESS			
TOWN OF MEAD 1341 WCR 34 MEAD, CO 80542	LESSEE'S TAX ID NUMBER **_***8552	LESSEE'S PHONE NO. 970-805-4185	TYPE OF BUSINESS Municipality
LESSEE RESIDES IN (County/State) WELD, CO		LESSEE AGREES TO KEEP GOODS IN (County/State) See Equipment Location and County for each Item of Equipment below	
NAME AND TITLE OF SIGNING OFFICER HELEN MIGCHELBRINK - TOWN MANAGER			

LESSOR'S NAME AND ADDRESS		PHONE NUMBER
Deere Credit, Inc. P.O. Box 6600 Johnston, IA 50131-2945		800-828-8297

This Lease Agreement ("Lease Agreement") is entered into between Deere Credit, Inc., as Lessor ("we", "us" or "our"), and the Lessee and any Co-Lessee identified above ("you" or "your").

Each Lessee and Co-Lessee shall be jointly and severally liable for all obligations under this Lease Agreement.

EQUIPMENT LEASED							
Year	Manufacturer	Equipment Description	Engine Hour Limit Per Year	Excess Hour Charge	Equipment Location	County	Outside City Limits
2023	JOHN DEERE	772G MOTOR GRADER with 6WD	1000	\$65.00	MEAD, CO	WELD	No
ADDITIONAL DETAILS							
Product ID		Engine Hour Meter	Asset Level Payment*	Purchase Option Price			
1DW772GPJNF716080		1	\$6,390.67	\$180,923.00			

Total Purchase Option Price	\$180,923.00
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*Asset Level Payments may not include applicable sales taxes. For purposes of this Lease Agreement, "Lease Payments" means the Lease Payment as identified below.

LEASE PAYMENTS					
LEASE TERM START DATE: March 27, 2023 LEASE TERM END DATE: March 27, 2028					
The first Lease Payment Due Date is March 27, 2023 and each successive Lease Payment is due on the same day of the Month thereafter, (the "Billing Period"), unless otherwise provided below					
NUMBER OF PAYMENTS	AGGREGATE OF ASSET LEVEL PAYMENTS	SALES/USE TAX	SMM	LEASE PAYMENT	DUE DATE
60	\$6,390.67	\$0.00	\$127.81	\$6,518.48	March 27, 2023

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE

DOC7000	03/21/2023 02:31 PM	Settlement Nbr: 13848799 Application ID: 13848799	Equipment Type: Construction & Forestry Commercial Version Number: 4	Page 1 of 6
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Revision Date: 27 January 2023



TERMS AND CONDITIONS

1. **Lease Term: Payments.** You agree to lease from us the Equipment described in this Lease Agreement for the Lease Term. The Lease Term will begin on the Lease Term Start Date and end on the Lease Term End Date. All attachments and accessories itemized in this Lease Agreement and all replacements, parts and repairs to the Equipment shall form part of the Equipment. This Lease Agreement is not accepted by us until we sign it, even if you have made a payment to us. You agree to remit the Lease Payments each Billing Period and all other amounts (including applicable sales, use and property taxes) when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450, even if we do not send you a bill or an invoice. **YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE, UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER.** For any payment which is not received by its due date, you agree to pay a late charge equal to 4.000% of the past due amount (not to exceed the maximum amount permitted by law) as reasonable collection costs, plus interest from the due date until paid at a rate of 1.5% per month, but in no event more than the maximum lawful rate. Restrictive endorsements on checks you send us will not change or reduce your obligations to us. If a payment is returned to us by the bank for any reason, you agree to pay us a fee of \$25.00 or the maximum amount permitted by law, whichever is less. Lease Payments and other payments may be applied, at our discretion, to any obligation you may have to us or any of our affiliates. If the total of all payments made during the Lease Term exceeds the total of all amounts due under this Lease Agreement by less than \$25.00 we may retain such excess. Lease Payments may be based on the assumption that we will be entitled to certain tax benefits as the owner of the Equipment. If you take or fail to take any action that results in a loss of such tax benefits, you will pay us, on demand, the amount we calculate as the value of such lost tax benefits. You certify that the engine hour meter reading on each Item of Equipment is accurate as of the date you sign this Lease Agreement. If you use any Equipment during the Lease Term for more than the Engine Hour Limit indicated above for that Item of Equipment, you will pay to us within 10 days of the Lease Term End Date (or any earlier termination of this Lease Agreement) an amount equal to the Excess Hour Charge for that Item of Equipment for each engine hour in excess of the Engine Hour Limit. If this Lease Agreement is terminated, canceled or extended for any reason, the Engine Hour Limit will be prorated by us in our sole discretion.
2. **Security Deposit.** If a Security Deposit is indicated in the Advance Lease Payment Invoice, the Security Deposit will be held by us in a non-interest-bearing account commingled with other funds. We may apply the Security Deposit to any amounts due under this Lease Agreement and, if we do so, you agree to promptly remit to us the amount necessary to restore the Security Deposit to the original amount. The Security Deposit will be returned to you within 30 days of termination of this Lease Agreement and final inspection by us, provided you are not in default.
3. **Taxes.** Although you may be exempt from the payment of certain Taxes, you agree to pay us when invoiced (a) all sales, use, rental, gross receipts and all other taxes which may be imposed on the Equipment or its use, and (b) all taxes and governmental charges associated with the ownership, use or possession of the Equipment including, but not limited to, personal property and ad valorem taxes ("Taxes"). Taxes do not include those measured by our net income. If applicable law requires tax returns or reports to be filed by you, you agree to promptly file such tax return and reports and deliver copies to us. You agree to keep and make available to us all tax returns and reports for Taxes paid by you.
4. **Ownership: Missing Information.** We are the owner of the Equipment and you have the right to use the Equipment under the terms of this Lease Agreement. You agree to keep the Equipment free and clear of liens and encumbrances, except those in our favor, and promptly notify us if a lien or encumbrance is placed or threatened against the Equipment. You irrevocably authorize us, at any time, to (a) insert or correct information on this Lease Agreement, including your correct legal name, serial numbers and equipment descriptions; (b) submit notices and proofs of loss for any required insurance; and (c) endorse your name on remittances for insurance and Equipment sale or lease proceeds.
5. **Equipment Maintenance, Operation and Use.** You agree to (a) USE THE EQUIPMENT ONLY FOR AGRICULTURAL, BUSINESS OR COMMERCIAL PURPOSES AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES; (b) not permanently move the Equipment to another county or state without notifying us within 30 days; (c) operate and maintain the Equipment in accordance with all (i) laws, ordinances and regulations, (ii) manuals and other instructions issued by the manufacturer(s) and supplier(s), and (iii) insurance policy terms and requirements; (d) perform (at your own expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to you, reasonable wear excepted; (e) not modify the Equipment (including software), install or use any accessory or device on the Equipment which may damage or otherwise negatively affect the value, manufacturer warranty coverage, useful life or the originally intended function or use of the Equipment in any way; (f) remove any non-financed accessory or device which is not otherwise prohibited under subsection (e) above before lease expiration or earlier termination without damaging the Equipment; (g) allow us and our agent(s) to inspect the Equipment and all of your records related to its use, maintenance and repair at any reasonable time; (h) keep any metering device installed on the Equipment connected and in good working condition at all times; (i) affix and maintain, in a prominent place on the Equipment, any labels, plates or other markings we may provide to you; and (j) not permit the Equipment to be used by, or to be in the possession of, anyone other than you or your employees.
6. **Insurance.** You agree, at your cost, to (a) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 7 below), naming us (and our successors and assigns) as sole loss payee; and (b) maintain liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming us (and our successors and assigns) as additional insured. All insurance must be with companies and policies acceptable to us. Your obligation to insure the Equipment continues until you return the Equipment to us and we accept it. Each insurance policy must provide that (a) our interest in the policy will not be invalidated by any act, omission, breach or neglect of anyone other than us; and (b) the insurer will give us at least 30 days' prior written notice before any cancellation of, or material change to, the policy.
- Unless you provide us with evidence of the required insurance coverages, we may purchase insurance, at your expense, to protect our interests in the Equipment. This insurance may not (a) protect your interests; or (b) pay any claim that you make or any claim that is made against you in connection with the Equipment. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained the insurance required by this Lease Agreement. The cost of the insurance may be more than the cost of insurance you may be able to obtain on your own.

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE

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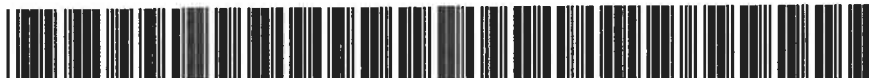
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Settlement Nbr: 13848799
Application ID: 13848799

Equipment Type: Construction & Forestry Commercial
Version Number: 4

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7. **Loss or Damage.** Until the Equipment is returned to us in satisfactory condition, you are responsible for all risk of loss, damage, theft, destruction or seizure of the Equipment (an "Event of Loss"). You must promptly notify us of any Event of Loss. If the Equipment can be repaired or replaced, you agree to promptly repair or replace the Equipment, at your cost, and the terms of this Lease Agreement will continue to apply. If the Equipment cannot be repaired or replaced, you agree to pay us, within 10 days of the Event of Loss, its Termination Value as of the day before such Event of Loss occurred. Upon receipt of the Termination Value, we will transfer to you (or the insurance company) all of our rights, title and interest in such Item(s) of Equipment (each, an "Item of Equipment") AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.

All insurance proceeds must be paid directly to us, and we may apply any excess insurance proceeds to any other amounts you owe us or any of our affiliates. "Termination Value" for any Item of Equipment shall be the net book value calculated as the sum of (a) all Lease Payments and any other amounts then due and payable to us; plus (b) the present value of all remaining Lease Payments and other amounts, discounted at the Internal Rate of Return or, if a discount rate is set forth in this Lease Agreement, such discount rate (the "Discount Rate"); plus (c) the unamortized amount of our direct costs of originating and administering this Lease Agreement; plus (d) the present value of the Purchase Option Price (or, if there is no Purchase Option Price, the residual value that we assumed in calculating the Lease Payments) discounted at the Discount Rate. "Internal Rate of Return" shall be calculated using standard finance techniques with the equipment cost, Lease Payments, Lease Term and Purchase Option Price (or residual value assumption) as the variables. "Discount Rate" shall mean the Internal Rate of Return minus two percentage points (2%).

8. **Purchase Option.** In the event you desire to purchase an Item of Equipment at the Lease Term End Date and you are not in default, you agree to pay us the applicable Purchase Option Price (plus applicable Taxes including estimated property taxes) for each Item of Equipment. Upon receipt of the Purchase Option Price and any other amounts you owe us on or before the Lease Term End Date, we will transfer to you all of our right, title and interest in such Item(s) of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.

9. **Early Payoff.** In the event you desire to purchase an Item of Equipment prior to the Lease Term End Date, are not in default, and you request a payoff amount quote, you agree to pay us the payoff amount. Upon receipt of the payoff amount, we will transfer to you all of our right, title and interest in such Item of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.

10. **Return of Equipment.** If this Lease Agreement is terminated for any reason and you do not (a) return the Equipment to us, or, (b) exercise any Purchase Option, you agree to remit to us, until such time as the Equipment is returned to us in accordance with the provisions of this Section, lease payments each month equal to the higher of (i) the monthly fair market rental value of the Equipment, as determined by us in our sole discretion, or (ii) the monthly Lease Payment (or the monthly lease payment equivalent if the Lease Payments are other than monthly (e.g., for annual Lease Payments, the monthly lease payment equivalent would be calculated by dividing the annual Lease Payment by 12)). All Equipment must be returned to the nearest John Deere dealer that sells equipment substantially similar to the Equipment, at your expense and in satisfactory condition, along with all use, maintenance and repair records. Equipment is in satisfactory condition if it is in as good a condition as when the Equipment was delivered to you, reasonable wear excepted. Unsatisfactory condition shall include any condition described below ("Excessive Wear and Tear"):

(a) Mechanical. (A) Computer systems or safety and emission control equipment not in proper working order; (B) mechanical components that are missing, broken or unsafe or that do not operate normally, given the age of the Equipment; (C) wear on power train assembly that exceeds manufacturer's standards for normal wear and tear; (D) any air filters not within manufacturer's specifications; (E) any gauges or fluid indicators that are damaged or do not function; (F) the electrical system fails to operate properly; (G) the battery fails to hold a charge; (H) any wire harnesses not tied down and kept secured, dry and clean; (I) any pumps, motors, valves or cylinders not in good operating condition or that fail to meet manufacturer's rated specifications; (J) hydraulic system exceeds manufacturer's then-current contaminant standards (as shown by oil sample analysis); (K) equipment not serviced according to manufacturer's operating manual; and/or (L) any lubricant, water or A/C seal leaks.

(b) Exterior. (A) Dents larger than 2 inches in diameter; (B) excessive number of dents or scratches; (C) any scratch 8" or longer that reaches the metal skin; (D) any single chip the size of a quarter or larger or multiple small chips within one square foot; (E) substandard paint repairs, such as peeling, bubbling or mismatched shades that evidence poor condition in comparison to the original paint and require repainting at a cost in excess of \$200; (F) rust holes in the body metal or a rust spot that covers more than a 4-inch square area; (G) any glass that must be replaced due to cracks or missing glass and any windshield damages cracked or broken glass must be replaced; (H) all frame damage and substandard frame repairs; and/or (I) any tires or tracks that (i) have broken side walls or excessive cuts or damages, (ii) have less than 50% of the original useful life remaining, or (iii) are not of the same size, type grade or equivalent quality manufacturer as were originally included on the Equipment.

(c) Cab/Operator Platform. (A) Heavy interior soil or strong odors, such as manure, that cannot be removed by general cleaning; (B) unclean condition of operator environment; and/or (C) holes, tears, or burns on the dash, floor covers, seats, headliners, upholstery or interior.

(d) General. (A) Equipment not operated or maintained in accordance with manufacturer's specifications or if components, fuels or fluids, on or in connection with the Equipment that do not meet manufacturer's standards were used; and/or (B) any other damage that in the aggregate costs \$250 or more to repair or that makes the Equipment unlawful or unsafe to operate.

(e) Other. (A) All warranty and PIP ("Product Improvement Program") work relating to the Equipment must be completed prior to the Lease Term End Date; (B) the Equipment must be cleaned prior to its return; (C) The Equipment must be prepared for storage according to the operators manual, including flushing the system and use of winterization fluid.

(f) Hour Meter. For each Item of Equipment returned with a broken or missing hour meter, you shall accept an invoice from us and remit to us an amount equal to \$1,000. You agree that the engine hour meter included with the Equipment is conclusive of the number of hours of Equipment use.

(g) Invoices for Excess Wear And Tear. Upon any return of the Equipment, we shall, in our sole discretion, determine the existence of any Excessive Wear and Tear. In the event any Item of Equipment is returned to us with Excessive Wear and Tear, you shall, at our sole discretion, (A) accept an invoice from us and remit to us the cost of repairing or replacing the affected component(s) which we determine necessary to return the Equipment to its required condition; and/or (B) accept an invoice from us and remit to us an amount equal to our reasonable estimate of (i) the cost of new tires or tracks if the tires or tracks are damaged due to broken side walls or excessive cuts or damage, or (ii) the cost of new tires or tracks multiplied by the difference between (a) our estimate of the percentage of the useful life of the tires and tracks then remaining, and (b) 50%. For example, if you return Equipment with tires having 20% of their useful life remaining, you would remit to us an amount equal to 30% of the cost of new tires ((50% - 20%) multiplied by the cost of new tires). Your failure to remit the required payment to us within 10 days of demand shall constitute a default by you under the terms of this Lease Agreement.

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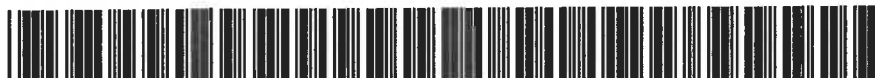
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11. **Default.** You will be in default if: (a) you fail to remit to us any Lease Payment or other payment when due; (b) you breach any other provision of this Lease Agreement and fail to cure such breach within 10 days; (c) you remove any Equipment from the United States; (d) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law; (e) a default occurs under any other agreement between you (or any of your affiliates) and us (or any of our affiliates); (f) you or any guarantor is acquired by, merges with or consolidates into another entity, sells substantially all its assets, dissolves or terminates its existence, or (if an individual) dies; or (g) you fail to maintain the insurance required by Section 6. Time is of the essence under this Lease Agreement.

12. **Remedies.** If a default occurs, we may, to the extent permitted by applicable law, do one or more of the following: (a) require you to return the Equipment in the manner outlined in Section 10, or take possession of the Equipment; (b) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY: (i) if the Equipment is returned to us, the sum of (1) all Lease Payments and any other amounts then due and payable to us; (2) the present value of all remaining Lease Payments and other amounts, discounted at the Discount Rate; (3) the cost to repair and refurbish the Item of Equipment so that it is in satisfactory condition in accordance with Section 10; and (4) the unamortized amount of our initial direct costs of originating and administering this Lease Agreement, or (ii) if the Equipment is not returned to us, the Termination Value as of the date of such default, or (iii) if you are in default of subsection (e) of Section 5 above the Termination Value as of the date of such default; (c) declare any other agreements between you and us (or any of our affiliates) in default; (d) terminate any of your rights (but none of your obligations) under this Lease Agreement and any other agreement between you and us (or any of our affiliates); (e) charge you for the expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs; (f) exercise any other remedy available at law or in equity; and (g) take on your behalf (at your expense) any action required by this Lease Agreement which you fail to take. These remedies are cumulative, are in addition to any other remedies provided by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

13. **Assignment.** You will not assign, pledge or otherwise transfer any of your rights or interests in this Lease Agreement or any Equipment without our prior written consent. Any assignment without our consent will be void. This Lease Agreement shall be binding upon any successor or permitted assignee. We may assign this Lease Agreement or our interest in the Equipment at any time without notice to you and without your consent. We may provide information about you to any prospective assignee or participant. You agree not to assert against our assignee any claims, offsets or defenses which you may have against us.

14. **Claims.** You are responsible for all losses, damage, claims, injuries to or the death of an individual, and attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner related to the Equipment or this Lease Agreement thereof, including its use, condition or possession for acts or omissions, which occurred during the Lease Term. You will promptly notify us of all Claims made. You agree to not bring any action for Claims against us as lessor of Equipment. Your liability under this Section is not limited to the amounts of insurance required under this Lease Agreement.

15. **Representations and Warranties.** You represent and warrant to us, as of the date of this Lease Agreement, and covenant to us so long as this Lease Agreement is in effect, that: (a) you are a State, or a political subdivision thereof, for purposes of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) any documents required to be delivered in connection with the Lease (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances, and regulations; (c) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Lease Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Lease Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Lease Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with the Lease and the debt under applicable state law; (g) your obligations to remit Lease Payments and other amounts due and to become due under the Lease constitute a current expense and not a debt under applicable state law; (h) all financial information you have provided is true and a reasonable representation of your financial condition; (i) you shall not do or cause to be done any act which shall cause, or by omission of any act allow the interest portion of any Lease Payment to become includible in our gross income for Federal income taxation purposes under the Code; (j) you shall maintain a complete and accurate account of all assignments of the Lease in the form sufficient to comply with book entry requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time; and (k) you shall comply with the information reporting requirements of Section 149(e) of the Code. Such compliance shall include, but not be limited to, the execution of 8038-G or 8038-GC Information Returns.

You acknowledge and agree that: (a) we did not select, manufacture or supply any of the Equipment; (b) we acquired the Equipment at your direction; (c) you selected the supplier of the Equipment; (d) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights, to you, to the extent assignable; (e) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (f) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Sections 508 - 522 of Article 2A of the Uniform Commercial Code.

16. **Governing Law; Jurisdiction; Venue.** THIS LEASE AGREEMENT WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF IOWA, WHERE THIS LEASE AGREEMENT IS ACCEPTED AND ENTERED INTO, except for its conflict of laws provisions. You irrevocably submit to the non-exclusive jurisdiction and venue of federal and state courts located in Des Moines, Iowa and will not claim it is an inconvenient forum for legal action. YOU AND WE IRREVOCABLY WAIVE ANY RIGHT YOU AND WE MAY HAVE TO A JURY TRIAL.

17. **Miscellaneous.** WE HAVE NOT MADE, AND DO NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. You acknowledge that no supplier or dealer of the Equipment is an agent of ours, or authorized to act for or bind us. You agree not to withhold any amount you owe us if you believe you have a claim against us, or any Equipment supplier(s) or manufacturer(s), but to pursue that claim independently. Any claim you have against us must be made within two years after the event that caused it. All notices must be in writing and will be deemed given 5 days after mailing to the intended recipient at its address indicated above, unless changed by a notice given in accordance with this Section. This Lease Agreement supersedes and replaces all prior understandings and communications (oral or written) concerning the subject matter thereof. Except as otherwise provided in Section 12(d) no part of this Lease Agreement can be amended, waived or terminated except by a writing signed by both you and us. Any part of this Lease Agreement may be signed in separate counterparts

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that, together, will constitute one document. If a court finds any part of this Lease Agreement to be invalid or unenforceable, the remainder of this Lease Agreement will remain in effect. You permit us to monitor and record telephone conversations between you and us. By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under this Lease Agreement shall remain in effect after the expiration of the Lease Term or termination of this Lease Agreement.

Notwithstanding any other election you make, you agree that (a) we can access, retain and use, at any times we elect any information regarding the location, maintenance, operation and condition of the Equipment; (b) you irrevocably authorize anyone in possession of that information to provide all of that information to us upon our request until our security interest in the Equipment is terminated; (c) you will not disable or otherwise interfere with any information gathering or transmission device within or attached to the Equipment; and (d) we may reactivate any such device.

18. Non-Appropriation of Funds. You intend to remit to us all Lease Payments and other payments for the full Lease Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Lease Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to remit Lease Payments and other payments due and to become due under this Lease Agreement, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 10 of this Lease Agreement and terminate this Lease Agreement on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by you, and (c) you have exhausted all funds legally available to pay Lease Payments. If you terminate the Lease because of a non-appropriation of funds, you may not, to the extent permitted by applicable law, purchase, lease, or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment. This Section 18 shall not permit you to terminate the Lease in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended. If you terminate the Lease because of a non-appropriation of funds, the provisions of Section 8 shall not apply.

19. You acknowledge and agree that, if You execute this Lease Agreement with your electronic signature, (a) you are signifying your intent to enter into this Lease Agreement and that this Lease Agreement be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this Lease Agreement using your written signature, and (b) this Lease Agreement is an electronic record executed by you using your electronic signature. You agree that unless the authoritative electronic copy of this Lease Agreement ("Authoritative Copy") is converted to paper and marked as the original by us (the "Paper Contract"), the Authoritative Copy shall at all times reside in a document management system designated by us for the storage of authoritative copies of electronic records (the "DMS"), and shall be deemed held in the ordinary course of business. In the event the Authoritative Copy is converted to a Paper Contract, you acknowledge and agree that (1) your signing of this Lease Agreement also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this Lease Agreement, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract, and (3) your obligations will be evidenced by the Paper Contract alone after such conversion.

PHYSICAL DAMAGE INSURANCE REQUIRED: If you elect Physical Damage Insurance below, such insurance does not include liability insurance coverage for bodily injury or property damage caused to others.

INSURANCE DISCLOSURES: You may obtain property insurance from any agent that is acceptable to us. Physical Damage Insurance will not be provided unless you sign below for the premium amount indicated.	TERM IN MONTHS 60	TOTAL PREMIUM \$31,380.00
THE TERMS OF THIS LEASE AGREEMENT SHOULD BE READ CAREFULLY BEFORE SIGNING BECAUSE ONLY THESE WRITTEN TERMS ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES MAY BE LEGALLY ENFORCED. BY SIGNING THIS LEASE AGREEMENT, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS LEASE AGREEMENT, INCLUDING THE ELECTION OF PHYSICAL DAMAGE INSURANCE FOR THE TERM AND PREMIUM STATED IN THIS LEASE AGREEMENT. THIS LEASE AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.		
NOTICES TO THE LESSEE- DO NOT SIGN THIS LEASE AGREEMENT IN BLANK. YOU ARE ENTITLED TO A COPY OF THE LEASE AGREEMENT AT THE TIME YOU SIGN IT TO PROTECT YOUR LEGAL RIGHTS.		

TOWN OF MEAD

By:

(Date Signed)

HELEN MIGCHELBRINK, TOWN MANAGER

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Accepted By: **Deere Credit, Inc. (Lessor)**
6400 NW 86th Street, Johnston, IA 50131-6600

By:

(Date Agreement Signed)

(Authorized Signature)

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JOHN DEERE FINANCIAL

Physical Damage/Liability Insurance

LESSEE:	TOWN OF MEAD 1341 WCR 34, MEAD, CO 80542	
LESSOR:	DEERE CREDIT, INC. 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600	
LIABILITY INSURANCE on the Lease Agreement will be provided by the following insurance agency:		
Name of Agency:		Phone Number of Agency:
Mailing Address of Agency:		Fax Number of Agency:
PHYSICAL DAMAGE INSURANCE on the Lease Agreement will be provided by the following agency:		
Name of Agency: Sentry Select Insurance Company		Phone Number of Agency: 877-782-6873
Mailing Address of Agency: 1800 North Point Drive, Stevens Point, WI 54481-1253		Fax Number of Agency:
If an insurance certificate is available, in place of the above information, it should be provided to: ADDITIONAL INSURED and LOSS PAYEE: Deere Credit, Inc. Its Successors &/or Assigns 6400 NW 86 th St Johnston, IA 50131		
I agree and understand that, pursuant to the provisions of Section 6 of the Lease Agreement, I must at all times (a) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming Deere Credit, Inc. (and its successors and assigns) as additional insured; and (b) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 7 of the Lease Agreement), naming Deere Credit, Inc. (and its successors and assigns) as sole loss payee.		
NOTICES TO LESSEE- DO NOT SIGN THIS PHYSICAL DAMAGE/LIABILITY INSURANCE IN BLANK. YOU ARE ENTITLED TO A COPY OF THE PHYSICAL DAMAGE/LIABILITY INSURANCE AT THE TIME YOU SIGN IT TO PROTECT YOUR LEGAL RIGHTS.		

TOWN OF MEAD

By:

(Date Signed)

HELEN MIGCHELBRINK, TOWN MANAGER



Instructions for State of Colorado Affidavit of Exempt Sale

These instructions are specific to the State of Colorado in which this purchase has been made. Qualifying for an exemption may be different for each local jurisdiction, and these instructions are not intended to set forth the requirements of any local jurisdiction.

General Instructions

Purpose of Form

This form is used to certify to sellers that a purchase qualifies for exemption under Title 39, Article 26 of the Colorado Revised Statutes.

For Sellers, accepting and keeping this document helps you get correct information about the purchaser, which helps you prove this is an exempt sale during a tax audit.

For Purchasers, completing this document and giving it to a seller helps to speed up your purchase process.

Reminders

Furnish to seller. This form should be furnished to the seller charging the tax. Do not send this form to the State of Colorado. This form is not for organizations to request certification of their tax exempt status.

Direct payment required. Purchases must be billed to and paid directly by the funds of the organization or agency in order to qualify for exemption. Payment in cash (without a purchase order) or by personal check or personal credit card disqualifies a purchase from exemption even if the purchaser is subsequently reimbursed. Purchases made on credit cards issued by the organization, but where the cardholder receives and pays the bill and is subsequently reimbursed, also do not qualify for exemption.

Reimbursement disqualifies exemption. If the organization or agency will be reimbursed, in whole or in part, the purchase is disqualified from exemption. For example, the purchase of food for a banquet for which the organization sells tickets as a fundraiser would not qualify for exemption.

Disputed tax must be collected. If there is a dispute between the purchaser and the seller as to whether tax applies, the seller that collects the tax must give the purchaser a receipt showing the tax collected. The purchaser may apply to the applicable municipality directly for a refund by filing a Claim for Refund form along with the appropriate documentation.

Signature required. The individual making the purchase must sign and date the form at the bottom. A separate affidavit is required for each transaction. General purchaser or store information may be completed in advance and kept on file by the seller or purchaser for ease of use.

Purchaser Instructions

Purchase details. Identify the accurate qualified exemption reason and complete the required information for that exemption.

Purchaser information. Print the legal name of the organization or agency. Governmental agencies should include both the name of the government and the department or agency, for example, US Department of Transportation, Colorado Department of Education, or Adams County Human Services. Abbreviations such as "Dept." are acceptable but do not use acronyms. List the organization's or agency's mailing address, municipality, state, and zip code.

Declaration of affiant. The individual making the purchase on behalf of the exempt organization or agency (the affiant) must complete the declaration.

Separate form required. A separate affidavit is required for each transaction. For ease of use, Purchase Details and Purchaser Information may be completed in advance and the partially completed form kept on file by the purchaser for completion at time of each transaction.

Signature. You are swearing, under penalty of perjury, to the accuracy of the statements made in this affidavit. Carefully read and ensure that you understand each item before signing this affidavit. After reviewing the form for accuracy, sign and date the form. Furnish this form to the seller. Do not send a copy to the State of Colorado.

Seller Instructions

Sellers have the burden of proving that a transaction was properly exempted. If an exemption is subsequently disallowed by the State of Colorado, you (the seller) could be liable for the tax plus penalties and interest. This form is provided to help you determine if a sale qualifies for exemption. The sale is not exempt from taxes simply because this affidavit is completed. The responsibility for proper collection of taxes remains with the seller. You are encouraged to obtain this form for each transaction and complete all of the information in the lower *Seller Verification* section.

(continued on next page)

Instructions for State of Colorado Affidavit of Exempt Sale

(continued)

These instructions are specific to the State of Colorado in which this purchase has been made. Qualifying for an exemption may be different for each local jurisdiction, and these instructions are not intended to set forth the requirements of any local jurisdiction.

Resale/Wholesale transactions – To qualify as an exempt purchase for resale or wholesale, the items purchased must be reasonably deemed to be for sale in the ordinary course of business of the purchaser. For resale/wholesale transactions the seller is required to not only collect the applicable license information, but to exercise sound judgment and a reasonable amount of skepticism to ensure the items purchased are reasonably for sale in the purchaser's ordinary course of business. For example, a restaurant would not be allowed to purchase dish soap for resale because restaurants do not sell dish soap in the ordinary course of business, but rather use the dish soap in the operation of the business.

The affidavit needs to be completed in its entirety. Be sure information is complete, accurate and legible. Review the information, and particularly verify that the driver license number and purchaser's name are correct. Also, be sure that the digits that are required from the credit cards are correct. Only record and keep those digits from the credit card that the affidavit requires. The signature of the purchaser should be the same as on the driver license.

Sellers should review guidance on accepting government credit cards. Not all cards qualify for exemption, even though they bear certain characteristics of exemption. See FYI Sales 63 for more information.

Collection of this form does not provide a safe-harbor from disallowance by the State of Colorado. Retain this form for at least 3 years.

State of Colorado Specific Instructions

Charitable & Religious Organizations – The State of Colorado provides an exemption for organizations that have been certified exempt under 501(c)(3) of the Internal Revenue Code. A Certificate of Exemption is issued to the organization when granted exemption by the Colorado. A copy of the Certificate of Exemption should be retained with this completed Affidavit. For organizations located outside of Colorado, a copy of the letter from the IRS certifying exemption as a 501(c)(3) organization may be accepted in lieu of a State issued Certificate of Exemption. See FYI Sales 2 for more information.

Government and Diplomatic Exemption – Please see FYI Sales 63 for information related to government and diplomatic purchase exemptions.

Wholesale/Resale Transactions - A copy of the State Wholesale or Retail License should be retained with this completed affidavit. See FYI Sales 1 for more information.

Out of State Exempt Entities – This affidavit may be used by an out of state charitable organization or government entity as long as **both** of the following are met: Payment is made from the organization's funds and no reimbursement will be made to the organization through direct payment, collection or donation from any person(s) for the use or consumption of the goods or services; **and** The items or services purchased are used in conjunction with the organization's regular religious, charitable, educational or governmental activities. See FYI Sales 3 for more information.



Standard Colorado Affidavit of Exempt Sale

This form is required by the State of Colorado for any transaction on which an exemption from state tax is claimed for charitable and government entities. The seller is required to maintain a completed form for each tax-exempt sale. **Furnish this form to the seller. Do not return this form to the State of Colorado.**

Purchase Details				
☐ Purchase for resale - or - ☐ Purchase for wholesale (see instructions) State license number (not FEIN number): _____ Issuing state _____ Expiration _____ (Attach a copy of state license) ☐ I affirm items purchased are for resale/wholesale in the ordinary course of business. Initial _____				
☐ Purchase by religious or charitable organization (exemptions may vary by jurisdiction) State tax-exempt number (not FEIN number): _____ (Attach a copy of state exemption certificate) Payment information (required to meet one of the following): ☐ Paid by cash and accompanied by a purchase order from the organization ☐ Paid by check drawn on funds of the exempt organization ☐ Paid by purchasing card bearing information of the exempt organization The embossed name of the card is: _____ ☐ Paid by commercial card not a personal credit card - card's last four digits: _____				
☒ Purchase by federal, state, or local government Credit card number (first six and last four only): _____ - _____xx-xxxx-_____ Federal government (payment information - required to meet one of the following): ☐ GSA SmartPay2 card – fleet card with picture of a road and flag ☐ GSA SmartPay2 card – purchase card with picture of a keyboard and flag ☐ GSA SmartPay2 card – travel card with picture of an airplane and flag ☐ GSA SmartPay2 card – integrated card with picture of an eagle and flag ☐ Dept of Interior agency issued card – agency name _____ State and local government (payment information - required to meet one of the following): ☐ Paid by check issued by and drawn on funds from the government agency ☐ Paid by government purchase card as designated on the card State tax-exempt number printed on the card (Colorado only): _____ ☐ Check if the card states "for official state use only" or "tax exempt"				
☐ Purchase by foreign and diplomatic exemptions (required to meet the following): ☐ Purchaser presents a state department issued card with the name/photo of the bearer on the card. If presented with this card, documentation of form of payment is not required (excluding mission card).				
Purchaser Information				
Legal Name of Company/Organization/Agency Name TOWN OF MEAD		Purchaser Name (Printed)		
Address 1341 WCR 34		City MEAD	State CO	Zip + 4 80542-8920
Phone (970) 805-4185	State/Driver License #	Description of Normal Course of Business CONSTRUCTION		
Under penalty of perjury, I swear or affirm that the information on this form is true and correct as to every material matter. I affirm that the items purchased tax-exempt will be used for official business of the above-named organization or agency. I accept that I remain directly liable for the taxes and any applicable penalty or interest if my purchase is found to not qualify for the exemption or if the information asserted in this form is deemed fraudulent.				
Signature			Date	
Seller Verification				
Seller Name DEERE CREDIT INC		Location # 177475	Date 03/27/23	Transaction ID 13848785
Employee ID# / Initials				Exempted Amount of Purchase
Description of Items Purchased or Attach Duplicate Receipt/Invoice 772G MOTOR GRADER-1DW772GPJNF716080				



Agenda Item Summary

MEETING DATE: May 30, 2023 (first reading of Ordinance)

SUBJECT: **Ordinance No. 1036** – An Ordinance of the Town of Mead, Colorado, Amending Certain Provisions of Article II, Article II, Article VI, Article VII, Article XI and Article XII of Chapter 18 of the Mead Municipal Code Concerning Building and Fire Code Regulations, Adopting by Reference, Respectively, and the International Plumbing Code, 2021 Edition, the International Energy Conservation Code, 2021 Edition, Both Promulgated by the International Code Council, the National Electrical Code NFPA 70, 2023 Edition, Promulgated by the National Fire Protection Association, Inc. and as Adopted by the State of Colorado, and the International Fire Code, 2021 Edition, also Promulgated by the International Code Council

PRESENTED BY: Tim Moroney, Town Chief Building Official (SAFEbuilt)
Jeff Webb, Deputy Chief, Mountain View FPD

THROUGH: Marcus McAskin, Town Attorney

SUMMARY

Before the Board of Trustees (“Board”) for consideration on first reading is an ordinance which will adopt by reference the 2021 International Plumbing Code, the 2023 National Electrical Code, the 2021 International Energy Conservation Code and the 2021 International Fire Code in the Town of Mead. Respectively, the building codes (IPC, NEC and IECC) regulate construction of plumbing systems and electrical systems and the design and construction of buildings for the effective use of energy. The fire code (IFC) establishes minimum standards consistent with nationally recognized good practice for providing a reasonable level of life safety and property protections from the hazards of fire, explosions, and other dangerous conditions.

The Town is currently operating under the 2018 version of the International Plumbing Code, the 2017 version of the National Electrical Code, the 2012 version of the International Energy Conservation Code and the 2006 version of the International Fire Code.

The Town last updated its building regulations (Chapter 18 of the *Mead Municipal Code*) in 2019, by and through approval of Ordinance No. 892.

As was the case with the adoption of Ordinance No. 892, this ordinance is a little different than most of the ordinances that come before the Board. It does not within itself contain all the regulatory language. Instead, it adopts by reference separate codified sets of regulations that are published by other entities.

Adopting codes by reference is a more complex procedure governed by state statute, specifically Part 2 of Article 16 of Title 31, C.R.S.

C.R.S. § 31-16-203 requires that the ordinance be introduced at one meeting and also considered at a public hearing ordered by the Board. The statute requires the Town to publish notice of the public hearing two times, once at least 15 days prior to the scheduled hearing and once at least 8 days before the hearing.

Staff is recommending that the public hearing on the proposed Ordinance be scheduled for the Board's June 12, 2023 regular meeting.

In order to comply with the requirements of C.R.S. § 31-16-203, the notice will be published on the following dates:

- Friday, May 26, 2023, in The Longmont Times-Call
- Friday, June 2, 2023, in The Longmont Times-Call

A copy of the publisher's affidavit will be made part of the legislative record for the Ordinance.

BACKGROUND

Building Codes

In 2007 (HB 07-1146) and 2019 (HB 19-1260), the Colorado legislature passed legislation establishing minimum requirements for building energy efficiency codes adopted by local governments. This legislation ensured that municipalities and counties with building codes adopt up-to-date energy codes.

A 2022 legislative act (HB 22-1362) requires all of the state's jurisdictions, beginning July 1, 2023, to adopt and enforce the 2021 International Energy Conservation Code (IECC) or an energy code that achieves equivalent or better energy performance when one or more building codes are updated. This 2022 legislation replaces a previous policy requiring that jurisdictions adopting a building code must adopt an energy code that meets or exceeds one of the three prior editions of the IECC. Summarily, the State is requiring jurisdictions to adopt the 2021 IECC and additional items when adopting any codes after July 1, 2023.

It is SAFEbuilt's recommendation that the Town adopt the 2021 International Energy Conservation Code in order to avoid adopting more restrictive elements now. This approach is the least impactful option the State will allow. Eventually, the Town will be required to adopt codes with greater energy conservation design requirements.

The Town's Chief Building Official (Tim Moroney, with SAFEbuilt) and Deputy Chief Jeff Webb (with Mountain View Fire Protection District) will be in attendance at the May 30, 2023 regular meeting to answer questions that members of the Board may have about the proposed Ordinance.

Fire Code

As set forth above, the Town is currently operation under the 2006 version of the International Fire Code.

Notable differences between the 2006 and 2021 International Fire Code relate to the detection of carbon monoxide and setting standards for distillery operations and extraction operations. These standards are focused on quantity of volatile materials, creating safe manufacturing environments, and protecting employees, public, business owners and operators, and firefighters. In addition, the 2021 IFC is designed to work together with other codes as currently adopted by the Town of Mead. Adopting the 2021 IFC will allow plan review to have fewer discrepancies between the Town's current building codes and fire code requirements (due to significant difference in the currently adopted building codes and the 2006 International Fire Code). The 2021 International Fire Code was adopted by Mountain View Fire Protection District (MVFPD) on February 21, 2023 (by MVFPD Resolution No. 2023-2). Pursuant to Section 1 of MVFPD's adopting Resolution, "the date on which this resolution shall take effect shall be the date of approval by the governing bodies of each county and municipality whose borders overlap the service area of the Mountain View Fire Protection District."

The Town's Chief Building Official (Tim Moroney, with SAFEbuilt) and Deputy Chief Jeff Webb (with Mountain View Fire Protection District) will be in attendance at the May 30, 2023 regular meeting to answer questions that members of the Board may have about the proposed Ordinance, including the 2021 International Fire Code.

FINANCIAL CONSIDERATIONS

None.

STAFF RECOMMENDATION/ACTION REQUIRED

Suggested motion:

"I move to adopt Ordinance No. 1036, An Ordinance of the Town of Mead, Colorado, Amending Certain Provisions of Article II, Article II, Article VI, Article VII, Article XI and Article XII of Chapter 18 of the Mead Municipal Code Concerning Building and Fire Code Regulations, Adopting by Reference, Respectively, and the International Plumbing Code, 2021 Edition, the International Energy Conservation Code, 2021 Edition, Both Promulgated by the International Code Council, the National Electrical Code NFPA 70, 2023 Edition, Promulgated by the National Fire Protection Association, Inc. and as Adopted by the State of Colorado, and the International Fire Code, 2021 Edition, also Promulgated by the International Code Council, on first reading,

I further move to set second reading and public hearing on the Ordinance for June 12, 2023 at 6:00PM at Town Hall, with a request that the Town Clerk provide language in the published notices of the hearing to advise the public that the June 12th regular meeting will be held as a REMOTE MEETING in accordance with the *Town's Remote Participation and Remote Meeting Policy*,

And I further move to ratify all past actions of Town Staff/Town Clerk to finalize and provide timely notice of the public hearing in accordance with the applicable requirements of state law."

ATTACHMENTS

Ordinance No. 1036

T. Moroney handout 05.22.2023 (SAFEbuilt) (8 pages, 15 slides)

**TOWN OF MEAD, COLORADO
ORDINANCE NO. 1036**

AN ORDINANCE OF THE TOWN OF MEAD, COLORADO, AMENDING CERTAIN PROVISIONS OF ARTICLE II, ARTICLE II, ARTICLE VI, ARTICLE VII, ARTICLE XI AND ARTICLE XII OF CHAPTER 18 OF THE MEAD MUNICIPAL CODE CONCERNING BUILDING AND FIRE CODE REGULATIONS, ADOPTING BY REFERENCE, RESPECTIVELY, AND THE INTERNATIONAL PLUMBING CODE, 2021 EDITION, THE INTERNATIONAL ENERGY CONSERVATION CODE, 2021 EDITION, BOTH PROMULGATED BY THE INTERNATIONAL CODE COUNCIL, THE NATIONAL ELECTRICAL CODE NFPA 70, 2023 EDITION, PROMULGATED BY THE NATIONAL FIRE PROTECTION ASSOCIATION, INC. AND AS ADOPTED BY THE STATE OF COLORADO, AND THE INTERNATIONAL FIRE CODE, 2021 EDITION, ALSO PROMULGATED BY THE INTERNATIONAL CODE COUNCIL

WHEREAS, pursuant to the authority set forth in Part 2, Article 16, Title 31, C.R.S., the Town of Mead, Colorado (“Town”) previously adopted certain uniform codes as codified in Chapter 18 of the *Mead Municipal Code* (“MMC”); and

WHEREAS, the Board of Trustees of the Town (“Board”) possesses the authority to enact ordinances for the promotion of public health and welfare pursuant to C.R.S. § 31-15-401 and has the authority to enact ordinances for the regulation of building and fires pursuant to C.R.S. § 31-15-601; and

WHEREAS, pursuant to this authority, and in furtherance of the public health, safety and welfare of the Mead community, the Board desires to update Chapter 18 of the MMC to include the International Plumbing Code, 2021 Edition, the International Energy Conservation Code, 2021 Edition, the National Electrical Code NFPA 70, 2023 Edition, and the International Fire Code, 2021 Edition (collectively, the “Codes”); and

WHEREAS, the purpose of the codes adopted by the Town (and as specifically set forth in Chapter 18 of the MMC) is to establish standards for and to regulate the materials, design and construction methods for the planning, design and construction of buildings and other improvements and to provide a comprehensive fire code; and

WHEREAS, the standards established in Chapter 18 of the MMC are the minimum requirements to safeguard the public safety, health and general welfare through affordability, structural strength, means of egress facilities, stability, sanitation, light and ventilation, energy conservation and safety to life and property from fire and other hazards attributed to the built environment, and to provide a reasonable level of life safety to fire fighters and emergency responders during emergency operations; and

WHEREAS, the Board held a public hearing, with proper notice provided in accordance with Title 31, Article 16, Part 2 of the Colorado Revised Statutes, to consider adoption of the Codes on the date, time and place noticed; and

WHEREAS, copies of the Codes are available in the Town Clerk's Office located at Town Hall, 441 Third Street, Mead, CO 80542 for review and inspection by the public during regular business hours; and

WHEREAS, the Board has determined, based on the evidence and testimony presented at the public hearing, that the adoption of the Codes, as amended herein, will further the health, safety and welfare of the public and therefore desires to amend certain provisions of Chapter 18 of the MMC, as more specifically set forth in this Ordinance,

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. Subsection (4) of Sec. 18-2-30 of the MMC, titled "Amendments" is hereby amended as follows, with portions to be removed struck through and portions to be added in bold and underlined.

(4) IBC Section 101.4.6 (Energy) is amended by replacing the words "International Energy Conservation Code" with "~~2012~~ **2021** International Energy Conservation Code".

Section 3. Subsections (20) of Sec. 18-2-30 of the MMC, titled "Amendments" is hereby amended as follows, with portions to be removed struck through and portions to be added in bold and underlined.

(20) IBC Section 1301.1.1 (Criteria) is amended by replacing the words "International Energy Conservation Code" with "~~2012~~ **2021** International Energy Conservation Code".

Section 4. Subsection (31) of Sec. 18-3-40 of the MMC, titled "Amendments" is hereby amended as follows, with portions to be removed struck through and portions to be added in bold and underlined.

(31) IRC Chapter 11 (Energy Efficiency) is deleted in its entirety and replaced with the ~~2012~~ **2021** International Energy Conservation Code, as adopted and amended by the town.

Section 5. Amendment of Article VI of Chapter 18 of the MMC. Article VI of Chapter 18 of the MMC is hereby repealed in its entirety and replaced to read in full as follows:

ARTICLE VI

Plumbing Code

Sec. 18-6-10. Title.

This Article shall be known as the *Mead Plumbing Code*.

Sec. 18-6-20. Adoption.

- (1) The International Plumbing Code, 2021 Edition, as published by the International Code Council, 4051 W. Flossmoor Road, Country Club Hills, IL 60478 (“IPC”), is hereby adopted by reference and incorporated into this Article as though fully set forth herein as the plumbing code of the Town. Except as otherwise provided, the IPC is adopted in its entirety. Appendices to the IPC are adopted only to the extent specified.
- (2) One (1) copy of the IPC, as amended by this Article, certified to be a true copy by the Mayor and Town Clerk, shall be on file in the office of the Town Clerk and may be inspected by any interested person between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, holidays excepted.

Sec. 18-6-30. Definition.

Jurisdiction, as used in this code, means the Town of Mead and includes all areas within the corporate limits of the Town and any area annexed to the Town.

Sec. 18-6-40. Amendments.

The International Plumbing Code, 2021 Edition (“IPC”), is hereby amended as follows:

- (1) IPC Section 101.1 (Title) is amended by the addition of the term “Town of Mead” where indicated.
- (2) IPC Section 301.8 (Baby Changing Station) is amended to add “All public restrooms will require a baby changing station.”
- (3) IPC Section 305.4.1 (Sewer depth) is amended by filling in both areas where indicated BY [NUMBER] to read “12 inches (305 mm)”.
- (4) IPC Section 312.3 (Drainage and vent air test) is amended by deleting the first paragraph.

- (5) IPC Section 903.1 (Roof extension) is amended by inserting the number “12 inches (152.4 mm)” where indicated by [NUMBER] in the second sentence.
- (6) IPC Section 1304 (Reclaimed Water Systems) this section is deleted in its entirety.

Section 6. Amendment of Article VII of Chapter 18 of the MMC. Article VII of Chapter 18 of the MMC is hereby repealed in its entirety and replaced to read in full as follows:

ARTICLE VII

Energy Conservation Code

Sec. 18-7-10. Title.

The provisions of this Article shall be known and cited as the *Mead Energy Conservation Code*.

Sec. 18-7-20. Adoption.

- (1) The International Energy Conservation Code, 2021 Edition, as published by the International Code Council, 4051 W. Flossmoor Road, Country Club Hills, IL 60478, is hereby adopted by reference and incorporated into this Article as though fully set forth herein as the energy conservation code of the Town. Except as otherwise provided, this code is adopted in its entirety. Appendices to the code are adopted only to the extent specified.
- (2) One (1) copy of the International Energy Conservation Code, 2021 Edition, as amended by this Article, certified to be a true copy by the Mayor and Town Clerk, shall be on file in the office of the Town Clerk and may be inspected by any interested person between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, holidays excepted.

Sec. 18-7-30. Definition.

Jurisdiction, as used in this code, means the Town of Mead and includes all areas within the corporate limits of the Town and any area annexed to the Town.

Sec. 18-7-40. Amendments.

The International Energy Conservation Code, 2021 Edition (“IECC”), is hereby amended as follows:

- (1) IECC Section C101.1 and Section R101.1 (Title) are amended by the addition of the term “Town of Mead” where indicated.
- (2) IECC Section C109.1 and R109.1 addressing the Board of Appeals are amended by deleting the language and inserting the following:

In order to hear and decide appeals of orders, decisions and determinations made by the Building Official relative to the application and interpretation of this code, there shall be a Board of Appeals, the membership of which shall be comprised of all members of the Town Board of Trustees. All proceedings of the Board of Appeals are subject to the provisions of Section 18-1-80 of the Mead Municipal Code.

- (3) IECC Section C109.3 and R109.3 (Qualifications) are amended by the deletion of these sections in their entirety.
- (4) The following appendices of the IECC are deleted in their entirety:

CA	Board of Appeals Commercial
CB	Solar Ready Zone – Commercial
CC	Zero Energy Commercial Building Provisions
RA	Board of Appeals Residential
RB	Solar Ready Provisions Detached One and Two Family Dwellings and Townhouses
RC	Zero Energy Residential Building Provisions

Section 7. Amendment of Article XI of Chapter 18 of the MMC. Article XI of Chapter 18 of the MMC is hereby repealed in its entirety and replaced to read in full as follows:

ARTICLE XI

Electrical Code

Sec. 18-11-10. Title.

The provisions of this Article shall be known and cited as the *Mead Electrical Code*.

Sec. 18-11-20. Adoption.

- (1) The National Electrical Code NFPA 70, 2023 Edition, as published by the National Fire Protection Association, Inc., One Batterymarch Park, Quincy, MA 02169-7471, is hereby adopted by reference and incorporated into this Article as though fully set forth herein as the electrical code of the Town. Except as otherwise provided, this code is adopted in its entirety. Appendices to the code are adopted only to the extent specified.
- (2) One (1) copy of the National Electrical Code NFPA 70, 2023 Edition, as amended by this Article, certified to be a true copy by the Mayor and Town Clerk, shall be on file in the office of the Town Clerk and may be inspected by any interested person between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, holidays excepted.

Sec. 18-11-30. Definition.

Jurisdiction, as used in this code, means the Town of Mead and includes all areas within the corporate limits of the Town and any area annexed to the Town.

Section 8. Amendment of Article XII of Chapter 18 of the MMC. Article XII of Chapter 18 of the MMC is hereby repealed in its entirety and replaced to read in full as follows:

ARTICLE XII

Fire Code

Sec. 18-12-10. Title.

The provisions of this Article shall be known and cited as the *Mead Fire Code*.

Sec. 18-12-20. Adoption.

- (1) The International Fire Code, 2021 Edition, as published by the International Code Council, 500 New Jersey Avenue, NW, 6th Floor, Washington, DC 20001-2070, and Appendices A, B, C, F and I, are hereby adopted by reference and incorporated into this Article as though fully set forth herein as the fire code of the Town. Except as otherwise provided, this code is adopted in its entirety. Appendices to the code are adopted only to the extent specified.
- (2) One (1) copy of the International Fire Code, 2021 Edition, as amended by this Article, certified to be a true copy by the Mayor and Town Clerk, shall be on file in the office of the Town Clerk and may be inspected by any interested person between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, holidays excepted. At least one copy of the Fire Code shall also be on file in the office the fire code official of the Mountain View Fire Protection District, 3561 Stagecoach Road, Longmont, Colorado 80504.

Sec. 18-12-30. Definition.

Jurisdiction, as used in this code, means the Town of Mead and includes all areas within the corporate limits of the Town and any area annexed to the Town.

Wherever the term “*Board of Directors*” is used, it shall mean the Board of Directors of the Mountain View Fire Protection District.

Wherever the term “*District*” or “*Fire District*” is used, it shall mean the Mountain View Fire Protection District.

Sec. 18-12-40. Enforcement of the Fire Code.

The Fire Code as adopted and amended herein shall be enforced by the District.

Sec. 18-12-50. Amendments.

The International Fire Code, 2021 Edition (“Fire Code”), is hereby amended as follows:

- (1) The Fire Code is amended by substituting the words "the Town of Mead" in lieu of the words "[NAME OF JURISDICTION]" wherever said words may appear in the Fire Code, except where the context indicates the original wording is appropriate.
- (2) The Fire Code is amended by substituting the words "National Electrical Code, as adopted by the Town" in lieu of the words "ICC Electrical Code" wherever said words may appear in the *International Fire Code*.
- (3) Wherever the term "Administrator" is used, it shall mean the Town Manager of the Town of Mead.
- (4) Wherever the term "Board of Directors" is used, it shall be held to mean the Board of Directors of the Mountain View Fire Protection District.
- (5) Where the term "Board of Trustees" is used, it shall be held to mean the Board of Trustees of the Town of Mead.
- (6) Where the term "Fire District" or "District" is used, it shall be held to mean the Mountain View Fire Protection District.
- (7) Wherever the term "Fire Department" is used, it shall mean the Mountain View Fire Protection District.
- (8) Wherever the term "International Building Code" is used, it shall be held to mean the *International Building Code* as adopted, amended and incorporated into Chapter 18 of the *Mead Municipal Code* (Building Regulations).
- (9) Wherever the term "International Residential Code" is used, it shall be held to mean the *International Residential Code* as adopted, amended and incorporated into Chapter 18 of the *Mead Municipal Code* (Building Regulations).
- (10) Section 101.1 of the Fire Code is amended to read as follows:

101.1 Title.

These Regulations shall be known as the Fire Code of the Town of Mead, Colorado, hereinafter referred to as “this code.”

- (11) A new section 102.13 is added: *102.13 Conflicts with Other Adopted Codes*. Where a conflict arises between this code and the International Building Code and/or the International Residential Code, the more stringent applicable of the respective codes shall apply. Exception: Where the Town Building Official and the Fire Code Official

agree upon any provision from the respective codes as being applicable and acceptable.

- (12) A new section 102.14 is added: *102.14 Other Adopted Codes*. Where the code refers to other ICC codes, the currently adopted code, as currently adopted, amended and incorporated into Chapter 18 of the *Mead Municipal Code* (Building Regulations) shall apply.
- (13) Section 103.1 of the Fire Code is hereby repealed in its entirety and reenacted to read as follows:

103.1 Code Compliance Agency. The Fire District shall be the code compliance agency. The District official in charge of the District's Life Safety Division shall be known as the *fire code official*. The function of the code compliance agency shall be the implementation, administration, and enforcement of the provisions of this code.

- (14) Section 104.7 of the Fire Code (Liability) shall be amended by the addition of the following sentence at the end of the section: "Nothing herein shall be construed as a waiver of any immunities provided by section C.R.S. §§ 24-10-101, *et seq.*, or by other statutes, or by common law."
- (15) Section 104.11 of the Fire Code (Fire investigations) shall be amended by the addition of the following sentence at the end of the section: "The authority of the Chief of the District, or authorized designee(s), including all fire code officials, to act as peace officers shall extend to the limits as authorized in C.R.S. § 16-2.5-109."
- (16) Section 104.12 of the Fire Code (Authority at fires and other emergencies) shall be amended by the addition of the following sentence at the end of the section: "The authority of the Chief of the District, or authorized designee(s), including all fire code officials, to act as peace officers shall extend as far as the authority set forth in C.R.S. § 32-1-1002, C.R.S. § 16-2.5-109, and other applicable state statutes."
- (17) Section 105.1.1 of the Fire Code (Permits required) is hereby repealed in its entirety and reenacted to read as follows:

105.1.1 Permits required. Permits and inspections required by this code will be administered by and through the Mountain View Fire Protection District. Permit fees, if any, shall be paid to the District prior to issuance of the permit. Issued permits shall be kept on the premises designated therein at all times and shall be readily available for inspection by the Fire Department or fire code official. For permit applications and inspections, contact the Fire District (<https://www.mvfpd.org/>).

- (18) The following subsections of the Fire Code are deleted in their entirety: 105.5.1 through 105.5.3, 105.5.6 through 105.5.9, 105.5.11 through 105.5.31, 105.5.33,

105.5.35 through 105.5.41, 105.5.43 through 105.5.48, and 105.5.50 through 105.5.52.

(19) Subsection 105.5.34 of the Fire Code is amended to read as follows:

105.5.34 Open Burning. An operational permit is required for the kindling or maintaining of an open fire or a fire on any public street alley road or other public or private ground. Instructions and stipulations of the permit shall be adhered to. Exception: No permit shall be required if burning is regulated under the regulations promulgated under C.R.S. § 25-7-123 or regulated by the Weld County Department of Public Health and Environment (<https://www.weld.gov/Government/Departments/Health-and-Environment>).

(20) Section 107 of the Fire Code is deleted in its entirety and replaced with the following:

107.1 Fees. Fees for services under this code shall be established from time to time by resolution of the Board of Directors under Section 32-1-1002(1)(e) C.R.S. Said fees and charges may include a charge for reimbursement to the fire district of any consultation fees, expenses or costs incurred by the fire district in performing inspection related services under provisions of this code.

107.2 Payment of fees. A permit shall not be valid until the fees prescribed by law have been paid; nor shall an amendment to a permit be released until additional fees, if any, have been paid.

107.3 Operational permit fee. An inspection fee may be charged for any operational permit required by Section 105.5. The inspection fee shall be based upon the time required to conduct inspections authorized by Section 105.2.2 and associated activities, to determine compliance with this code and other applicable laws and ordinances as required by Section 105.2.4, and to issue the permit as specified in Section 105.3.7.

107.4 Construction permit fee. A fee may be charged for any construction permit required by Section 105.6 of this code. The construction permit fee is intended to cover the cost of inspections required or requested in connection with the work for which the permit is granted, and the associated costs of processing the application. An application shall include an estimate of the total value of the work, including materials and labor, for which the permit is being sought. If, in the opinion of the fire code official, the valuation is underestimated on the application, the permit shall be denied, unless written estimates are provided in a form acceptable to the fire code official, and that support the valuation set forth in the application. Final construction permit valuation shall be set by the fire code official.

107.5 Other inspection fee. Fees for re-inspections, for inspections outside

normal business hours, or for inspections for which no fee is otherwise established may be charged.

107.6 Plan review fee. The plan review fee is intended to cover the significant costs and expenses incurred by the fire district in reviewing materials necessary to perform appropriate inspections of construction, uses, processes, and operations. The fee shall be assessed based on the reasonable, customary, and necessary time associated with reviewing or evaluating site plans; construction documents and calculations; changes, additions, or revisions to approved plans; construction documents resubmitted after the fire code official's issuing a statement explaining the reasons that a previous submittal does not conform to the requirements of this code. When submittal documents are incomplete or changed and require additional plan review, an additional plan review fee shall be charged. The plan review fee required by this Section 107.6 is separate from the construction permit fee required by Section 107.4.

107.7 Unauthorized Work Inspection Fee. Any person or entity that begins any work before obtaining a construction permit required by Section 105.6 shall be subject to an inspection fee in an amount equal to the amount of the construction permit fee. The fee shall be separate from and in addition to a permit fee. Payment of the inspection fee shall not relieve any person from compliance with all other provisions of this code or from any penalty prescribed by law. The inspection fee shall be assessed regardless of whether a construction permit is then or subsequently issued. Exception: When approved in writing by the fire code official, work may begin prior to obtaining a construction permit.

107.8 Related Fees. The payment of the fee for construction, uses, processes, or operations authorized by an operational permit or construction permit shall not relieve the applicant or holder of the permit from the payment of other fees that are prescribed by law or required by Section 107.

- (21) Section 111.1 of the Fire Code is repealed in its entirety and reenacted to read as follows:

111.1 Appeals Procedure-General. Any person, firm, or corporation who are grieved by an application, interpretation, or order made by fire district personnel, pursuant to any provision of the code for the standards adopted, may file within three days a written notice of appeal with the fire district requesting a hearing before the Fire Chief. All appeals must be made in writing to the Fire Chief at the District's administrative office. The Fire Chief shall establish reasonable rules for such appeals and shall make a record of all proceedings. The decision of the Fire Chief shall be considered a final administrative decision.

111.1.1 Appeals Procedure-Administrative Decisions. To determine the

suitability of alternate materials and types of construction and to provide for reasonable interpretations of this code, upon request of an interested party, including the Fire Chief or designee, there shall be, and is hereby created a board of appeals consisting of five members who are qualified by experience and training to pass judgment upon pertinent matters. The board of appeals shall be appointed by the Board of Directors and shall hold office at its pleasure. The board of appeals shall adopt reasonable rules of procedure for conducting its business, and shall render all interpretations, decisions, and findings in writing to the appellant or requesting party with a duplicate copy to the Fire Chief. All appeals of the Fire Chief's decision shall be made in writing, within three days of the Fire Chief's decision, to the Board of Directors by delivery to the district Fire Chief or his representative at the district's administrative office.

111.1.2 Appeals Board and Procedures. See Appendix A, as adopted, for the makeup and procedures of the Board of Appeals.

- (22) Subsection 112.4 of the Fire Code (Violation penalties) is amended to read as follows: Persons who violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall correct install alter repair or do work in violation of the approved construction documents or directions of the fire code official or of a permit or certificate used under this code, shall be guilty of a misdemeanor, punishable by a fine of not more than \$250. Each day that violation continues after due notice has been served shall be deemed a separate offense.
- (23) Subsection 113.4 of the Fire Code (Failure to comply) is amended to read as follows: Any person who shall continue any work after having been served a stop work order from the District, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine and/or imprisonment up to the maximum specified in C.R.S. § 32-1-1001 and C.R.S. § 32-1-1002. Each day in which such violation occurs shall constitute a separate violation under C.R.S. § 32-1-1002(3)(d).
- (24) Subsection 503.2.9 is added to read: **503.2.9 Driveway Access.** Driveways from platted roads to single-family residences shall be sized to meet all applicable Town of Mead construction standards. Inside and outside curve radii will be determined by the fire code official to accommodate the fire apparatus expected to respond to the residence.
- (25) Subsection 507.2.3 is added to read: **507.2.3 In-ground Cisterns.** In ground cisterns for fire protection shall be designed, installed, and maintained to meet the requirements of the *Mead Municipal Code* and the fire code official.
- (26) Subsection 507.2.4 is added to read: **507.2.4 Community Cisterns.** Where an occupancy is close enough and has adequate access by firefighting apparatus, in the

opinion of the fire code official , a community cistern may provide firefighting water supply, instead of an In-ground Cistern, as described in Subsection 503.2.3.

- (27) Section 507 of the Fire Code is amended to add Section 507.5.3.1 and 507.5.7 to read as follows:

507.5.3.1. Privately Owned Hydrant Maintenance. Privately owned hydrants shall be maintained at the expense of the private property owner, subject to the direction and requirements of the fire code official. Such private hydrants shall be flushed and tested periodically according to the Fire Code. In the event such testing reveals that the flow from private hydrants is inadequate according to applicable standards, modifications necessary to meet these standards shall be ordered by the fire code official and made at the expense of the property owner. All private hydrants shall be painted the same color as hydrants on public rights-of-way or elsewhere throughout the Town with a different color cap, that being white, to designate a private fire hydrant. Appropriate markings or signs restricting parking in front of or next to fire hydrants shall be designated by the fire code official and implemented at the expense of the owner of the property. No point of connection to any private fire hydrant shall be left uncapped without permission of the fire code official.

507.5.7 Existing Private Fire Hydrants. Existing hydrants that do not conform to the Mountain View Fire Protection District specifications or that do not face in the direction most consistent with emergency use by the Fire Department, as established by the fire code official , shall be changed to meet the District's requirements by the property owner and at the property owner's expense, within fifteen (15) days of service of notice of the required changes upon the property owner or its resident agent.

- (28) Subsection 903.2.8.1 of the Fire Code is amended to read as follows: **903.2.8.1 Group R.** An automatic sprinkler system installed under Section 903.3.1.3 shall be permitted in group R-3 occupancies. Single family and two-family residences are exempt from this requirement.

- (29) Subsection 903.1.3 is amended to read as follows:

903.3.1.3 Residential Sprinkler Systems. Automatic sprinkler systems installed in group R-3, and R-4, condition 1, and townhouses shall be permitted to be installed throughout in accordance with the town of Mead's Building Code, its amendments, and Subsections 903.3.1.3.1 through 903.3.1.3.3.

- (30) Subsection 903.3.1.3.1 is added to read as follows:

903.3.1.3.1 Fire Department Connections. Residential sprinkler systems which are supplied by atmospheric pressure tanks and fire pumps shall be installed with a Fire

Department Connection, the size and location of which shall be determined by the fire code official and Section 912.

- (31) Subsection 903.3.1.3.2 is added to read as follows:

903.3.1.3.2 Attached Garage Sprinklers. Residences with attached garages, where the garage may serve as an egress path, shall have the garage sprinkled, as determined by the fire code official.

- (32) Subsection 903.3.1.3.3 is added to read as follows:

903.3.1.3.3 Interior and Exterior Notification. Residential sprinkler systems shall have adequate interior notification of the occupants provided to alert them that the sprinkler system is activated, in accordance with NFPA 72. Additionally, a horn and strobe device shall be installed above the Fire Department Connection noted in Section 903.3.1.3.1. Such sprinkler waterflow alarm devices shall be activated by the water flow equivalent to the flow of single sprinkler of the smallest orifice size installed in the system. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.

- (33) Subsection 903.4.2 of the Fire Code is amended to read as follows: **903.4.2 Alarms.** An approved audible device, located on the exterior of the building in an approved location, shall be connected to each automatic sprinkler system. An approved audible alarm shall be provided in the interior of the building, in a normally occupied location, to alert building occupants of sprinkler discharge. Such sprinkler waterflow alarm devices shall be activated by the water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.

- (34) Section 907 of the Fire Code is amended to add Section 907.6.7 to read as follows: **907.6.7 Extent of coverage.** The fire code official shall approve the extent of zone coverage for fire alarm systems in all buildings and structures.

- (35) Appendix A of the Fire Code is modified to read: **Appendix A - Board of Appeals and Procedures**

- (36) Section A101.3 of Appendix A of the Fire Code is amended to read: **A101.3 Membership of Board.** The board shall consist of five voting members appointed by the chief appointing authority on an ad hoc basis to hear matters that come up for appeal. The fire chief shall be the chief appointing authority. The fire code official shall be an ex officio member of the board and shall not vote on matters before the board.

- (37) Section A101.3.3 of Appendix A of the Fire Code is deleted due to the ad hoc makeup of the board.

- (38) Section A101.3.4 of Appendix A of the Fire Code is amended to read: **A101.3.4 Chairperson.** The board shall select one of its members to function as chairperson to hear the matter brought before the board

Sec. 18-12-60. - Enforcement and appeals.

- (1) The Fire Chief shall enforce this code in accordance with the procedures set forth in this Article and C.R.S. § 32-1-1002(3), C.R.S.
- (2) A notice of violation or hazard may be issued by the Fire Chief or his or her designee concerning violations or hazards which are not corrected on site during an inspection.
- (3) An order to comply may be issued by the Fire Chief or his or her designee:
 - (a) For failure to correct a violation or hazard with the time specified in a previously issued notice of violation or hazard; or
 - (b) For violating this Fire Code or state statute and said violation renders the building, structure or premises especially liable to fire or is hazardous to the safety of the occupants thereof, or which is so situated as to endanger other property as set forth in C.R.S. § 32-1-1002(3), whether or not a notice of violation or hazard has been previously issued.
- (4) An appeal of a notice of violation or hazard may be made in accordance with the provisions of this code.
- (5) An appeal of an order to comply may be made in accordance with the provisions of this code only if no previous appeal has been made of a previously issued notice of violation or hazard concerning the same violation or hazard.
- (6) In the event no appeal is made pursuant to this Fire Code or to the court pursuant to C.R.S. § 32-1-1002(3), and compliance with an order to comply and/or correction of a hazard has not occurred, the Fire Chief or his or her designee may issue a summons and complaint to the Municipal Court, or refer the matter to the district attorney of the county in which the violation occurs.
- (7) An appeal shall suspend the time limits for compliance or correction of a fire hazard or hazards, until the appeal is resolved for appeals of a notice of violation or hazard which is issued pursuant to Subparagraph 18-12-60(2) herein. An appeal shall not suspend the time limit for compliance or correction of life safety deficiencies or violations. An appeal of an order to comply issued pursuant to Subparagraph 18-12-60(3) herein shall not suspend the time limits for compliance or correction, and compliance or correction shall be made or rendered forthwith, unless the order to comply is suspended pursuant to the procedures set forth in this Article.

Section 9. Effective Date. This ordinance shall be published and become effective as provided by law. The amendments to the MMC set forth in this Ordinance have been adopted by the Board of Trustees prior to the July 1, 2023 date referenced in C.R.S. § 31-15-602(3.5)(a). The amendments to the MMC set forth in this Ordinance will be enforced on and after June 30, 2023. The Board hereby authorizes Town staff to delay enforcement of the amendments to the MMC set forth in the Ordinance during a transition period to the new/updated Codes not to exceed thirty (30) days from June 30, 2023.

Section 10. Remaining provisions. Except as specifically amended hereby, all other provisions of the MMC shall continue in full force and effect.

Section 11. Codification Amendments. The codifier of the MMC is hereby authorized to make such numerical, technical and formatting changes as may be necessary to incorporate the provisions of this Ordinance within the MMC.

Section 12. 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 13. 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 14. Certification. The Town Clerk shall certify to the passage of this ordinance and make not less than one copy of the adopted Code available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED ON FIRST READING, AND NOTICE OF PUBLIC HEARING ORDERED PUBLISHED PURSUANT TO C.R.S. SECTION 31-16-203 AT A REGULAR MEETING OF THE TOWN OF MEAD BOARD OF TRUSTEES THE 30TH DAY OF MAY, 2023.

READ, PASSED, AND ADOPTED ON SECOND READING FOLLOWING PUBLIC HEARING, AT A REGULAR MEETING OF THE TOWN OF MEAD BOARD OF TRUSTEES, THE 12TH DAY OF JUNE, 2023.

ATTEST:

TOWN OF MEAD:

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

By: _____
Collen G. Whitlow, Mayor

TOWN OF MEAD, COLORADO

NOTICE OF PUBLIC HEARING

RE THE ADOPTION OF THE CERTAIN INTERNATIONAL AND OTHER CODES RELATING TO BUILDING SAFETY AND FIRE SAFETY

NOTICE is hereby given of a public hearing before the Board of Trustees of the Town of Mead, Colorado, at **6:00 P.M. on June 12, 2023**, at Town Hall, 441 Third Street, Mead, CO 80542, for the purpose of considering Ordinance No. 1036 (the “Adopting Ordinance”) relating to the adoption by reference of the following versions of certain national and international codes relating to building safety and fire safety, specifically including the following:

1. The International Plumbing Code, 2021 version.
2. The International Energy Conservation Code, 2021 version.
3. The International Fire Code, 2021 version.

(together, the “International Codes”).

In addition, the Adopting Ordinance proposes the adoption by reference of the following:

4. The National Electric Code NFPA 70, 2023 Edition (the “NEC”).

The International Codes are published by the International Code Council, 500 New Jersey Avenue, NW, 6th Floor, Washington, DC 20001. The NEC is published by the National Fire Protection Association, One Batterymarch Park, Quincy, Massachusetts, 02169-7147.

The purpose of the International Codes and the NEC are generally to regulate and control plumbing, energy conservation, electrical systems and fire protection, as components of building regulations applicable to residential and commercial structures within the Town of Mead.

NOTICE IS FURTHER GIVEN that the June 12, 2023 regular meeting of the Board (at which the public hearing regarding the consideration of the Adopting Ordinance is scheduled) will be conducted as a “Remote Meeting” in accordance with the *Town’s Remote Participation and Remote Meeting Policy* adopted by the Board of Trustees on March 13, 2023 by Resolution No. 21-R-2023, given that an in-person meeting is not practical or prudent due to the ongoing renovations at Town Hall. **The meeting link will be provided on the Town’s website/designated posting place at least 24 hours prior to the meeting.**

Copies of the International Codes and the NEC are on file at the office of the Town Clerk and may be inspected during regular business hours. If enacted as an ordinance of the Town of Mead, the International Codes and NEC will not be published in full, but in accordance with state law, copies will be kept on file with the Town Clerk.

Following the conclusion of the June 12, 2023 (6:00 PM) public hearing, the Board of Trustees will

consider passage of the Adopting Ordinance. All interested parties will be afforded an opportunity to be heard.

This notice given and published by the order of the Board of Trustees of the Town of Mead, Colorado.

TOWN OF MEAD, COLORADO

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

Dated: May 18, 2023

Published: Thursday, May 25, 2023, in The Longmont Times-Call
Thursday, June 1, 2023, in The Longmont Times-Call

Why to Adopt 2021 IECC before July 1, 2023

1

Building Code Background and Purpose

- Codes' purpose:
Improve the construction and maintenance of the built environment
- Supporting and local amendments' purpose:
Strategically align codes with local goals

2

2021 Codes High Level Changes



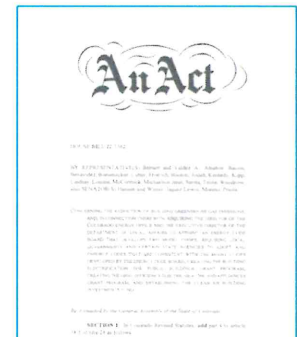
International Energy Conservation Code (IECC)

- Increased efficiency by 8–9% (from 2018 codes)
- Improved insulation, windows, lighting, air leakage testing, new efficiency package options
- Language cleaned and clarified with focus on flexibility + options

3

Working Toward Alignment with New Colorado State Law

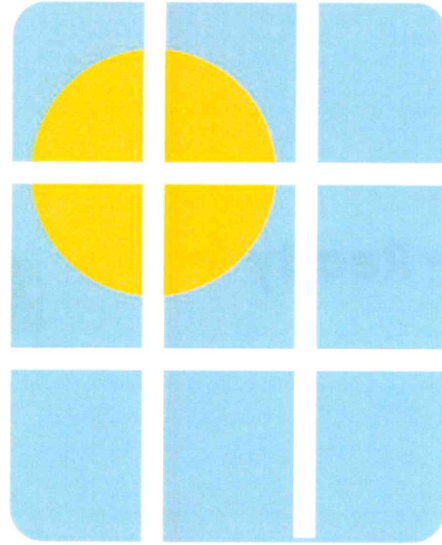
- Local jurisdictions must adopt at least 2021 IECC + EV-ready, PV-ready, and electric-ready when updating other codes (Jul 1, 2023–Jul 1, 2026)
- Local jurisdictions must adopt at least low-energy and carbon code when updating other codes (after Jul 1, 2026)
- Energy Code Board will select model code language



HB22-1362

4

1. Solar-Ready



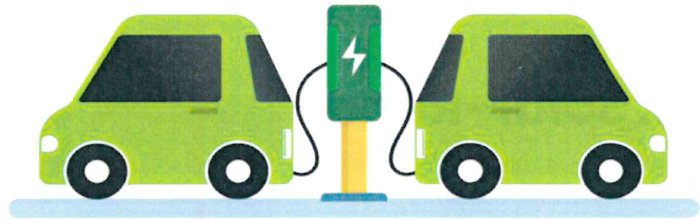
5

Solar-Ready Overview

- Officially prepared by the ICC as an “add-on” to the IECC
- Prepares homes and buildings for future solar
 - Requires conduit, space on electrical panel and roof, adequate roof structural capacity
 - Exempts shady roofs
- Added cost for new home is minimal: ~\$400 (actual solar system not required and financed separately)

6

2. EV-Ready

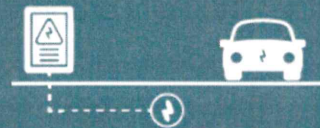


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EV Terminology

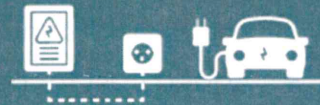
1. "EV-Capable" parking space

Electrical panel capacity + branch circuit + raceway



2. "EV-Ready" parking space

EV-Capable + 240-volt outlet



3. "EVSE-Installed" parking space

Install a minimum number of Level 2 charging stations



8

What is EV-Ready?

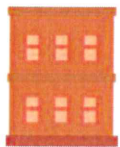
- Prepares homes & buildings for transition to EVs
 - EVs were 9% of new vehicle sales in CO, Q1 2022
 - All major auto brands shifting majority of fleets to EVs by 2030s
- Vast majority of EV charging will occur at home
- Especially important in multifamily, for equity reasons
- Required by new state law
- Cost for new home: ~\$325-\$700

9

EV-Ready Costs: Upfront vs. Retrofit



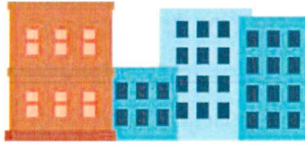
Source	Upfront (per garage)	Retrofit (per garage)
Utah Clean Energy	\$325	\$1,325
Fort Collins	\$400	N/A



Source	Upfront (per space)	Retrofit (per space)
Utah Clean Energy	\$750	\$2,300
City of Denver (EV-Ready)	\$1,300	\$6,300
City of Denver (EV-Capable)	\$300	\$2,500
City of Oakland		+\$2,000-\$4,500

10

EV-Ready: Commercial & Multifamily

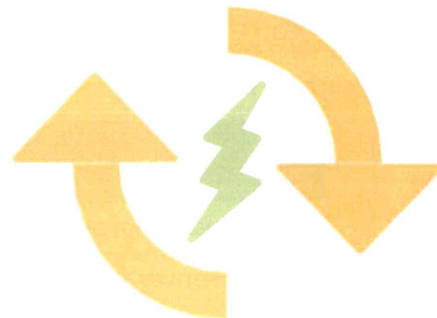


Trends:

- Recent adoptions have stronger requirements overall but more nuance.
- Recognition that different building types have different charging needs.
 - “Staying for a while” vs “in and out”.
- Recognition that most people prefer to charge at home overnight.
 - Stronger multifamily percentages compared to other commercial.
- Percentages rather than number of spaces.
- Certain number of “Universal Spaces” for accessibility

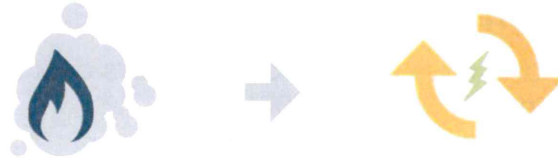
11

3. Electric-Ready



12

What is Electrification?



Electrification means upgrading appliances, equipment, or vehicles that would otherwise run on natural gas, propane, or gasoline—such as furnaces, water heating, stoves, clothes dryers, and cars—to electric versions.

13

Electric-Ready Amendment Overview

- **Electric-ready** prepares homes & buildings for the choice between electric and gas equipment
 - Includes wiring, panel capacity, physical space (for water heaters)
 - Required by new state law
 - Allows time to work toward Electric-Preferred for next update cycle
- **Electric-preferred** still allows the choice, but homes & buildings with gas equipment must provide extra efficiency to make up for extra emissions.
- The state will probably go “electric-preferred” soon

14

Electric-Preferred Costs

- **All-electric option:**

- Heat pumps and heat pump water heaters cost more upfront than gas equipment(\$2000.00-\$15,000.00)
- No separate air conditioner needed

- **Mixed fuel option:**

- Price depends on additional efficiency packages chosen (\$500-\$5,000 each)

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Agenda Item Summary

MEETING DATE: May 30, 2023

SUBJECT: **Ordinance No. 1037-** An Ordinance of the Town of Mead, Colorado, Amending Mead Municipal Code Section 16-2-90, Regarding Residential Parking Requirements

PRESENTED BY: Jason Bradford, AICP, Community Development Director

SUMMARY

Staff is proposing amending Section 16-2-90 - Parking, of the Mead Municipal Code (“MMC”), as shown in **Exhibit A**, to Ordinance No. 1037 (“Amendment”). The Board of Trustees may approve amendments to MMC Chapter 16 (Land Use Code) if such amendments satisfy any one of the criteria set out in MMC Section 16-3-160. Staff finds that the Amendment satisfies two of the criteria in that it accommodates new practices and innovations in land use and development, and furthers the goals set out in the Comprehensive Plan.

Notice of the Board of Trustees public hearing was published in the *Longmont Times-Call* newspaper no less than fifteen (15) days before the public hearing, in compliance with the MMC.

Overview:

The purpose of the Amendment is to modernize Mead’s parking regulations and encourage development of diverse and affordable housing options in the Town in line with the goals of the Town’s Comprehensive Plan. The need to revise MMC Section 16-2-90 (“parking regulations”) became apparent after several Pre-Application Consultation (PAC) meetings with prospective developers of single-family attached (SFA) and multi-family (MF) housing projects. These developers informed staff of their interest in building SFA and MF projects in Mead, but their inability to do so given the Town’s existing parking regulations. The developers stated that the requirements for enclosed parking and the parking ratios (the quantity of parking stalls for each dwelling unit) make SFA and MF development in Mead practically unfeasible.

After closely reviewing Mead’s parking regulations and comparing them with those from surrounding communities, staff found that Mead’s existing parking regulations are not in alignment with best practices or surrounding communities. Additionally, some of the regulations are unclear and difficult to understand. To ensure Mead remains a competitive and attractive place to do business and build SFA and MF housing, staff believe the existing parking regulations should be modernized and revised.

Staff has reviewed the parking standards in surrounding and peer communities, researched best practices from urban planning articles and periodicals, and consulted the Planning Advisory Service, which is a resource for industry research and standards. In addition to these typical professional urban planning research resources, staff also consulted with two (2) prospective SFA and MF housing developers to seek their expertise regarding market standards for parking regulations related to SFA and MF housing.

After researching best practices and drafting proposed revisions to the parking regulations, staff presented an overview to the Board of Trustees during a Work Session on March 13, 2023. Staff also invited four (4) guests with expertise in the SFA and MF housing industry. These guests were invited to provide the Board with the opportunity to hear from professionals with experience in the planning, consulting, construction, and management of SFA and MF projects. Two (2) of those experts were Wes Lee and Bo Jones, from Liv Development, with extensive expertise in constructing and managing SFA and MF housing projects across the country. The other two (2) guests were Chris Grady and Jeff Neulieb, from the Kephart planning and consulting firm, with significant experience in planning and entitlement consultation for SFA and MF projects across Colorado and the country.

During the March 13th Work Session, the Board was generally supportive of the need to amend the parking regulations. The Board noted that the revised parking regulations should reflect Mead's rural and suburban character but should not duplicate the parking ratios found in highly urbanized cities. The Board also observed that many Mead residents have limited or no access to public transportation infrastructure in Mead or the surrounding area, and most rely upon personal vehicles (often large or over-sized trucks) in their work and personal life.

Staff believes the proposed Amendment represents a reasonable balance between the need for Mead to be an attractive jurisdiction for SFA and MF housing, while also ensuring that residential housing projects, especially SFA and MF housing projects, provide adequate parking for the residents. Amendments are proposed in the following areas, followed by rationale. A concise summary of the proposed changes is included in the Proposed Mead Parking Code Amendment Summary Table attached to this Agenda Item Summary.

Multi-Family Parking:

Mead's existing parking ratios for multi-family housing projects require "1 enclosed space per bedroom, up to 2 per unit." This regulation is problematic for several reasons. First, this parking ratio does not account for studio or efficiency units that have no separate, formal bedroom. Second, the maximum required parking spaces for any MF dwelling unit is only two (2) parking spaces, despite the number of bedrooms. Finally, the requirement for enclosed parking spaces is unique among all of Mead's peer communities for MF housing. This makes Mead comparatively unattractive for MF housing development as enclosing parking spaces in garages presents an extremely cost-prohibitive requirement for the typical MF housing project.

The Amendment includes a requirement for three (3) parking spaces for units with three (3) or more bedrooms, does not require parking to be enclosed, requires one guest parking space for every five (5) dwelling units, and limits parking fees. The proposed revisions to the MF housing parking regulations provide a reasonable number of parking spaces for each dwelling unit based upon the number of bedrooms in each dwelling unit. The proposed revisions also address the need to provide guest parking, which is missing from the existing MF parking regulations. Finally, the revised regulations limit the imposition of separate fees for parking spaces in MF housing projects, which is becoming an increasingly common practice in the industry. These additional parking fees create a burden for surrounding neighborhoods because residents will often choose to park off-site in order to avoid paying these additional parking fees. This can cause parking and traffic congestion in surrounding neighborhoods and the surrounding roadway network.

Single-Family Attached Parking:

Mead's existing parking ratios for single-family units require "2 spaces per unit, minimum of 1 enclosed." This regulation is problematic for several reasons. First, the regulations indicate that the maximum required parking spaces for any SFA dwelling unit is only two (2) parking spaces, despite the number of bedrooms. The regulations permit staff to require a parking study for SFA projects that include 3 or more-bedroom units. However, while most developers do not have a problem providing a

parking study, this is a unique requirement among Mead's peer communities and presents an element of uncertainty for the prospective SFA housing developer. This type of regulation presents unpredictability, added expense, and additional review time. These things are problematic for developers and discourage development of SFA housing in Mead. Second, the requirement for enclosing parking spaces in a garage is unique among Mead's surrounding and peer communities, for SFA housing. Enclosing parking in garages often presents a cost-prohibitive requirement. Most SFA housing builders will choose not to build in Mead under these regulations and, instead, build these SFA housing projects in surrounding communities. Finally, the existing regulations require one (1) guest parking space for every three (3) SFA dwelling units. While best practices for SFA housing do include the need for guest parking, the existing ratio is on the higher end of common practice.

The proposed changes to the SFA parking regulations are intended to provide an appropriate number of parking spaces required for each dwelling unit based upon the number of bedrooms in each dwelling unit and reduce the ratio for guest parking to one (1) space for every five (5) dwelling units, bringing these regulations more in-line with Mead's peer communities. The proposed revisions also remove the potential parking study requirement, opting for certainty in the application of the parking regulations instead.

Other Proposed Parking Regulation Revisions:

Single-Family Detached Parking Regulations: The existing parking regulations for Single-Family Detached (SFD) housing requires "2 enclosed spaces per unit." While the requirement for two (2) parking spaces per SFD unit is consistent with best practices and peer communities' ratios, the requirement to enclose these spaces in a garage does limit the SFD product type that would be allowed to be constructed in Mead. As housing becomes increasingly expensive and unattainable for many families, the housing industry is looking for opportunities to provide more affordable housing options. Many of these new, more affordable housing products reduce the size of (or even eliminate) the attached garage in an attempt to provide a smaller and more affordable housing options. By reducing the current SFD requirement to provide two enclosed parking spaces to just one enclosed parking space of the two required spaces, builders may be encouraged to build more diverse and affordable housing options in Mead.

Accessory Dwelling Parking Regulations: The existing parking regulations for Accessory Dwelling Units (ADUs) require "1 space per bedroom, up to 2 per unit." The existing ADU regulations also allow for on-street spaces to satisfy the parking requirement. Staff suggests revising these regulations to require 2 spaces per unit and limit the option to satisfy the requirement through on-street parking by only 50%. If Colorado were to adopt regulations requiring local municipalities to allow ADUs as a use-by-right, as is the trend in other jurisdictions, this change would become even more important to ensure that adequate parking is provided for ADUs and that the burden to accommodate these parking spaces is not assumed solely by on-street parking in the surrounding neighborhood.

Tandem Parking Regulations: The existing parking regulations prohibit the use of tandem parking (a parking arrangement where a vehicle is parked behind another) except "within a 3-car garage." While this regulation is reasonable, staff suggest revising the tandem parking regulations to clarify that tandem parking spaces may also exist in a driveway that is adjacent to the garage. This expansion to the allowance for tandem parking will provide the option to utilize this parking method for dwelling units that only have a single-car garage.

Bicycle Parking Regulations: The Code currently requires provision of bicycle parking for MF housing. The Amendment clarifies that requirements also apply to SFA housing.

Review Criteria and Staff Analysis:

Section 16-3-160 – Amendments sets forth the approval criteria for text amendments to Chapter 16 of the MMC. A proposed amendment must meet at least one of the following criteria:

- (1) To correct a manifest error in the text of this Article; or
- (2) To provide for changes in administrative practices as may be necessary to accommodate changing needs of the community and the Town staff; or
- (3) To accommodate innovations in land use and development practices that were not contemplated at the adoption of this Article; or
- (4) To further the implementation of the goals and objectives of the Town Comprehensive Plan.

Staff believes the proposed revisions meets the following two (2) criteria:

- (3) *To accommodate innovations in land use and development practices that were not contemplated at the adoption of this Article.*
- (4) *To further the implementation of the goals and objectives of the Town Comprehensive Plan.*

Criterion #3: To accommodate innovations in land use and development practices that were not contemplated at the adoption of this Article:

After meeting with several prospective developers of SFA and MF housing projects, who expressed concerns with Mead’s parking regulations, staff compared Mead’s parking regulations with those from surrounding and peer communities. Staff found that Mead’s existing parking regulations are not in alignment with best practices, or with peer communities, and some of the regulations are unclear and difficult to understand. To ensure Mead remains a competitive and attractive place to do business and construct SFA and MF housing projects, the existing parking regulations should be modernized and revised. The Amendment represents a reasonable balance between the need for Mead’s parking regulations to remain competitive with peer communities, while also ensuring that residential projects, especially SFA and MF housing projects, provide adequate parking for the residents of those housing projects.

Criterion #4: To further the implementation of the goals and objectives of the Town Comprehensive Plan:

The proposed Amendment addresses the policies and strategies of the Town of Mead’s 2018 Comprehensive Plan, especially the goals of establishing a Diverse Economy and Friendly Neighborhoods.

Diverse Economy: The Diverse Economy Goal #4 states that Mead will “Encourage and develop mixed-use centers... and provide for a variety of housing options.” Policy 4B (and Policy 5B) seek to “Ensure a mix of housing types in new mixed-use developments.”

Friendly Neighborhoods: The Friendly Neighborhood Goal #1 states that Mead will “Ensure an appropriate mix of housing types and densities... to attract and retain residents.” Policy 1A seeks to “Provide opportunities for residents of all ages and life stages to live in the community and transition between different housing choices.” Policy 1C seeks to “Promote new residential development projects that create a diverse range of attainable housing opportunities....”

The proposed Amendment will remove existing regulatory barriers to constructing SFA and MF housing in Mead, thereby encouraging a variety of housing products and options and providing housing for people of all ages and stages of life.

FINANCIAL CONSIDERATIONS

The Amendment will not have a direct financial impact but may increase the Town’s tax base by creating a regulatory environment more friendly to a wider variety of development.

STAFF RECOMMENDATION/ACTION REQUIRED

The Board of Trustees may approve, conditionally approve, or deny the Amendment. Staff recommends that the Board of Trustees approve Ordinance No. 1037, Amending Section 16-2-90 of the *Mead Municipal Code* Regarding Residential Parking Requirements.

Suggested Motion:

“I move to approve Ordinance No. 1037 An Ordinance of the Town of Mead, Colorado, Amending Mead Municipal Code Section 16-2-90, Regarding Residential Parking Requirements.”

ATTACHMENTS

Ordinance No. 1037 (Amendment attached as **Exhibit A** to Ordinance)
Proposed Mead Parking Code Amendment Summary Table
Peer Community Parking Regulations Comparison Spreadsheet

**TOWN OF MEAD, COLORADO
ORDINANCE NO. 1037**

**AN ORDINANCE OF THE TOWN OF MEAD, COLORADO,
AMENDING SECTION 16-2-90 OF THE MEAD MUNICIPAL CODE REGARDING
RESIDENTIAL PARKING REQUIREMENTS**

WHEREAS, in accordance with Section 16-3-160 of the Town of Mead Municipal Code ("MMC"), an amendment to the text of Chapter 16 of the MMC may be initiated by Town Staff, reviewed and considered by the Board of Trustees at a public hearing, and enacted by ordinance; and

WHEREAS, Town Staff has proposed to amend the Town's parking regulations- MMC Section 16-2-90- as shown in **Exhibit A**, attached to this Ordinance (the "Amendment"), to clarify and modernize parking requirements for residential areas; and

WHEREAS, in accordance with applicable requirements of the MMC, the Town Clerk has caused a notice of the Board of Trustees public hearing, regarding the Amendment, to be published, no later than fifteen (15) days prior to the public hearing, in a newspaper of general circulation; and

WHEREAS, the Board of Trustees considered the Amendment at a duly noticed public hearing on May, 30, 2023; and

WHEREAS, the Board of Trustees desires to adopt the Amendment as further set forth herein and finds that the Amendment is in the best interest of the health, safety, and welfare of the public.

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. Amendment. The Amendment is hereby adopted as set forth in Exhibit A, attached hereto and incorporated herein.

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

Section 4. Remaining Provisions. Except as specifically amended hereby, all other provisions of the Mead Municipal Code shall continue in full force and effect.

Section 5. Codification Amendments. The codifier of Mead's Municipal Code is hereby authorized to make such numerical, technical and formatting changes as may be necessary to incorporate the provisions of this ordinance within the Mead Municipal Code.

Section 6. 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 7. 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 8. Certification. The Town Clerk shall certify the passage of this ordinance and make not less than one copy of the adopted Code available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 30th DAY OF MAY, 2023.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

EXHIBIT A

Amendment – Mead Municipal Code Section 16-2-90 – Parking

[To begin on the next page. Additions to are shown underlined and deletions in strike-through.]

Sec. 16-2-90. Parking.

- (a) Intent. The intent of this Section is to provide adequate parking for motor vehicles while minimizing the visual impact of parking lots and structures.
- (b) General provisions.
 - (1) In all zone districts, off-street parking facilities for the storage of self-propelled motor vehicles for the use of occupants, employees and patrons of the building or structures hereafter erected, altered or extended shall be provided and maintained as herein prescribed.
 - (2) Surface. All parking and driveway areas and primary access to parking facilities shall be surfaced with asphalt, concrete or similar materials.
 - (3) Integrate parking lots with surroundings. Parking lots shall not dominate the frontage of pedestrian-oriented streets, interfere with designated pedestrian routes, or negatively impact surrounding neighborhoods. The pedestrian character of streets and buildings shall be maximized through continuity of buildings and landscape frontage.
 - (4) Location. Parking lots shall be located to the rear or side of buildings or in the interior of a block whenever possible.
 - (5) Landscaping. Parking lots shall be landscaped, screened and buffered as provided in this Article.
 - (6) Shared access. Where feasible, parking lots shall share access drives with adjacent property with similar land uses.
 - (7) Off-street parking design. Any off-street parking area shall be designed so that vehicles may exit without backing onto a public street unless no other practical alternative is available. Off-street parking areas shall be designed so that parked vehicles do not encroach upon or extend onto public rights-of-way or sidewalks or strike against or damage any wall, vegetation, utility or other structure.
 - (8) Circulation area design. Circulation areas shall be designed to facilitate the safe movement of vehicles without posing a danger to pedestrians or impeding the function of the parking area.
 - (9) Lighting. All parking area lighting shall be full downcast cutoff-type fixtures. Any light used to illuminate parking areas or for any other purpose shall be so arranged as to reflect the light away from nearby residential properties and away from the vision of passing motorists.
 - (10) Shared off-street parking. When there are opportunities to support parking demand through shared off-street parking for compatible uses (such as a movie theater and an office building), a parking study (the "Shared Parking Report," published by the Urban Land Institute) shall be used as a guideline in the estimation of parking demand and shared parking agreements, filed with the Town and recorded at the County, shall be used to demonstrate the adequacy of the parking supply as a substitute for standard parking requirements. Parking lot interconnections shall be provided to allow vehicles to travel among adjacent properties without having to enter onto and re-exit from street frontage, so that traffic flow is more evenly dispersed. Cross-access easements or other similar recordable mechanisms must be employed to ensure compliance with this policy.
 - (11) Adjacent on-street parking in DMU, GC and Mixed-Use districts. In order to promote a pedestrian scale and encourage a perception of safety in the DMU, General Commercial and Mixed Use Districts, parking may be satisfied using adjacent on-street parking or shared rear-lot parking areas. A parking study and shared parking agreements shall be used to demonstrate the adequacy of the parking supply as a substitute for standard parking requirements.

- (c) Paved off-street parking requirements. Paved off-street parking shall be provided according to the minimum requirements as specified below. Where a proposed use is not indicated, the Town Manager will consult parking standards identified by the Institute of Traffic Engineers (ITE) or similar source to determine requirements.

Table 2.1 Parking Requirements

Land Use	Required Minimum Parking (Must be out of rights-of-way)
Single-family detached	2 parking spaces per unit. A minimum of one (1) parking space per unit shall be enclosed in a garage.
Single-family attached	2 parking spaces per unit for units with up to 2 bedrooms; 3 parking spaces per unit for units with up to 3 bedrooms; at least 1 guest parking space shall be provided for every five (5) dwelling units.
(Multi-Family) Apartment dwellings	1.5 parking spaces per unit for Efficiency, Studio, and 1-bedroom units; 2 parking spaces per unit for 2-bedroom units; 3 parking spaces per unit for 3 or more-bedroom units. At least 1 guest parking space shall be provided for every five (5) dwelling units.
Accessory dwelling units	2 parking spaces per unit. On-street parking may be counted for up to 50% of the required parking spaces.
Retail	1 space for every 350 square feet of gross floor area*
Office/business uses	1 space for every 500 square feet of gross floor area*
Institutional/churches	1 space for every 6 seats. On-street available parking shall not be used to satisfy this requirement.
Business park/industrial	1 space each for the maximum number of employees present at any 1 time*

* Off-street parking for commercial uses shall be sufficient to provide parking for employees of all proposed uses as well as long-term customer parking. Additional spaces may be required by the Town. Spaces reserved for employees shall be designated as such by means of striping and signage. Parking shall be located at the rear and sides of buildings to the greatest extent possible and screened from the view of streets. Required parking in the DMU and GC districts can be met with on-street and shared parking.

- (1) Barrier Curbs. Barrier curbs shall be employed for all perimeters of and islands in parking lots, as well as for all service drives, drive-up/drive-through lanes, loading dock areas and the equivalent. Mountable curbs shall be prohibited. Relief from this provision may be considered for rear yard parking facilities in industrial zoning districts or for hardship cases, such as projects where barrier curb installation would conflict with drainage requirements or cause other problems. Depressed curbs for all driveway and sidewalk installations shall be provided by the pour-in-place method and shall not be saw-cut.
- (2) Fire lanes. A twenty-five-foot wide fire lane shall be provided within parking lots to provide adequate access for emergency vehicles. Said lane shall be capable of supporting a seventy-five-thousand-pound vehicle.
- (3) Industrial parking. A strip of land at least twenty five (25) feet in width shall be preserved between a roadway and any parking lots established on the property to service the industrial use. This strip of land shall be landscaped in accordance with the provisions of this code.

- (d) Location of spaces.

- (1) Off-street parking facilities for residential uses shall be provided and located on the same lot as the building they are intended to serve.
- (2) Off-street parking areas intended for residential guest parking in single-family attached and multifamily dwelling unit projects shall be provided. These shall be located a minimum of thirty (30) feet from any adjacent right-of-way and shall not be placed in the required minimum side or rear yard areas of any dwelling unit. The amount of guest parking spaces to be provided shall be one (1) space per five (5) dwelling units. Additional parking fees may only be charged for parking spaces that are covered or enclosed in a garage. At least one (1) parking space shall be provided per dwelling unit as a part of the sale, lease, or rent of that dwelling unit, without an additional or separate parking fee.
- (3) Required off-street parking in residential zones shall not lie within the front yard setback nor within any required side yard setback adjacent to a street. (Driveway spaces within these setbacks cannot be counted for required off-street parking.)
 - a. The location of required off-street parking facilities for other than residential uses shall be within seven hundred (700) feet of the building they are intended to serve when measured from the nearest point of the building or structure. The Town encourages location of parking areas to the rear or side of the building.
 - b. Tandem parking spaces may count toward the required off-street parking requirements if the tandem parking space is enclosed within a garage, or in the driveway located in front of the garage, that is provided for that same dwelling unit. Such tandem parking spaces must comply with all parking space size and dimensional requirements as required by these parking standards.
 - c. Garages or required off-street parking spaces shall be set back thirty (30) feet from the back of the sidewalk, or in the case where no sidewalk is constructed, thirty (30) feet from the ROW adjacent to arterials and twenty-five (25) feet from other roadways.
- (e) Handicap parking spaces.
 - (1) Handicap parking spaces shall be required for all retail, office, business, industrial and institutional uses, as well as multi-family units.
 - (2) Handicap parking spaces shall be designated as being for the handicapped with painted symbols and standard identification signs.
 - (3) Handicap parking spaces shall be located as close as possible to the nearest accessible building entrance.
 - (4) Number of handicap parking spaces.

Table 2.2 Parking Requirements for Persons with Disabilities

<i>Total Parking Spaces in Lot</i>	<i>Minimum Required Number of Handicap Parking Spaces</i>
1—25	1
26—50	2
51—75	3
76—100	4
101—150	5
151—200	6
201—300	7
301—400	8

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(Supp. No. 17)

401—500	9
501—1,000	2% of total
1,001 and over	20 plus 1 for every 100 over 1,000

For every eight (8) handicap parking spaces there must be at least one (1) van-accessible space. If there is only one (1) handicap parking space, that space must be van-accessible.

- (f) Handicap parking space dimensions.
- (1) Parking spaces must be eight (8) feet by eighteen (18) feet with a five-foot wide access aisle.
 - (2) Van-accessible spaces must be eight (8) feet by eighteen (18) feet with an eight-foot wide access aisle.
 - (3) Parking spaces for the physically handicapped that are parallel to a pedestrian walk which is handicap accessible may have the same dimensions as those for standard vehicles.
- (g) Parking stall dimensions. Parking stalls for automobiles shall meet the following standards. All dimensions represent the minimum requirement for any required parking space.

Table 2.3 Parking Stall Dimensions

<i>Parking Angle (A)</i>	<i>Stall Width (B)</i>	<i>Stall to Curb (C)</i>	<i>Aisle Width (D)</i>	<i>Curb Length (E)</i>	<i>Overhang (F)</i>
45 Degrees	9'	19'	13'	12' 8"	1' 5"
60 Degrees	9'	20'	18'	10' 5"	1' 8"
90 Degrees	9'	18'	24'	9'	2'
0 Degrees (parallel)	8'	8'	12'	24'	0'

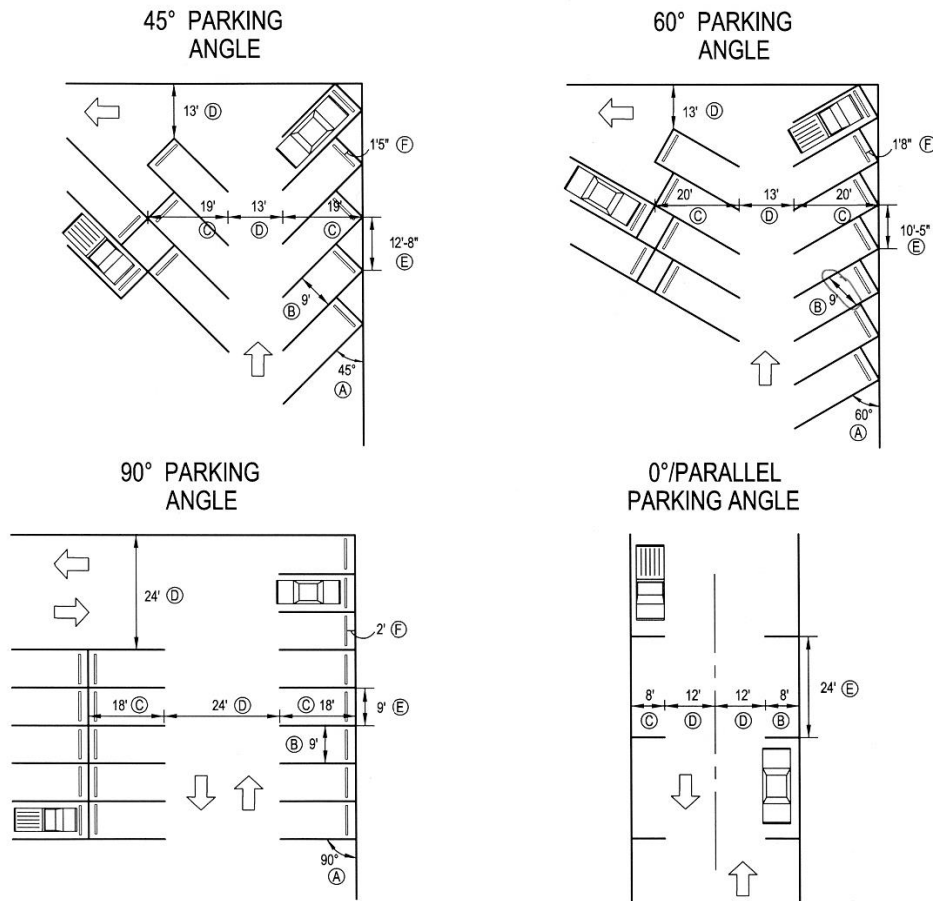


Figure 2.5 Parking Dimensions

- (h) Bicycle parking spaces. Commercial, industrial, civic, employment, single-family attached, multi-family and recreational uses shall provide bicycle facilities to meet the following standards:
- (1) A minimum number of bicycle parking spaces shall be provided, equal in number to two percent (2%) of the total number of automobile parking spaces provided by the development, but not less than one (1) space.
 - (2) For convenience and security, bicycle parking facilities shall be located near building entrances. Within Old Town commercial areas, however, a grouping of spaces shall be utilized as directed by the Town.
 - (3) Bicycle parking facilities shall be designed to allow the bicycle frame and both wheels to be securely locked to a parking structure which is permanently attached to the pavement.
 - (4) Bicycle parking facilities shall be located so as not to interfere with pedestrian traffic or access to buildings.

(Ord. 653 §1, 2009; Ord. 889 §§3, 4, 2019; Ord. No. 936 , §5(Exh. A), 2020)

Mead Parking Code Amendment Summary Table		
	Mead (Existing Regulations)	Mead (Proposed Regulations)
Multi-Family	1 enclosed space per bedroom, up to 2 per unit	1.5 parking spaces per unit (Efficiency, Studio, and 1-bedroom units) 2 parking spaces per unit (2-bedroom units) 3 parking spaces per unit (3 or more bedroom units) At least 1 guest parking space shall be provided for every 5 dwelling units. The property owner/manager may only charge an additional parking fee for parking spaced that are covered, or enclosed, or for garage parking spaces. At least one (1) parking space shall be provided per dwelling unit, without an additional/separate parking fee.
Single-Family Attached	2 Parking spaces per unit, minimum of 1 enclosed, plus 1 guest space per 3 dwelling units (if units with 3 bedrooms or more are planned, staff may require a parking study to determine additional parking requirements if any)	2 parking spaces per unit (up to 2-bedroom units) 3 parking spaces per unit (for 3 or more bedroom units) At least 1 guest space shall be provided for every 5 dwelling units.
Single-Family Detached	2 enclosed spaces per unit	2 parking spaces per unit A minimum of 1 parking space per dwelling unit shall be enclosed in a garage.
Tandem Parking	Except within a three-car garage	Tandem parking spaces may count towards the requirements of this code if the tandem parking space is located within a garage, or in the driveway located in front of the garage, that is provided for that same dwelling unit.
Accessory Dwellings	1 space per bedroom, up to 2 per unit (parking requirements can be met by spaces located in garages, driveways, or on-street)	2 parking space per unit. On street parking may be counted for up to 50% of the required parking spaces.

Peer Community Parking Regulations Comparison Spreadsheet									
	Mead (Existing Regulations)	Mead (Proposed Regulations)	Firestone	Longmont	Johnstown	Loveland	Erie	Windsor	Brighton
Multi-Family	1 enclosed space per bedroom, up to 2 per unit	1.5 parking spaces per unit (Efficiency, Studio, and 1-bedroom units) 2 parking spaces per unit (2-bedroom units) 3 parking spaces per unit (3 or more bedroom units) At least 1 guest parking space shall be provided for every 5 dwelling units. The property owner/manager may only charge an additional parking fee for parking spaced that are covered, or enclosed, or for garage parking spaces. At least one (1) parking space shall be provided per dwelling unit, without an additional/separate parking fee.	1.5 spaces: Efficiency, Studio, or 1-bedroom 2 spaces: 2 + bedrooms +1 guest space per 3 dwelling units	1.75 spaces: Efficiency or 1-bedroom 2 spaces: 2-bedrooms 2.25 spaces: 3-bedrooms 3 spaces: 4 + bedrooms Only those parking spaces included as part of the rent count toward parking requirements.	1.5 spaces per dwelling unit	1 space: Studio 1.5 spaces: 1-bedroom 2 spaces: 2 + bedrooms +5% of total spaces for guest parking	1.5 spaces: Efficiency, Studio, or 1-bedroom 2 spaces: 2 + bedrooms +1 guest space per 3 dwelling units	1.5 spaces: Studio or 1-bedroom 1.75 spaces: 2-bedrooms 2 spaces: 3-bedrooms 3 spaces: 4+ Bedrooms	1 space: Studio or Efficiency 1.5 Spaces: 1-Bedroom 2 Spaces: 2-Bedrooms 2.5 Spaces: 3+ Bedrooms 1 Space per dwelling unit: Elderly housing (60 years or older)
Single-Family Attached	2 Parking spaces per unit, minimum of 1 enclosed, plus 1 guest space per 3 dwelling units (if units with 3 bedrooms or more are planned, staff may require a parking study to determine additional parking requirements if any)	2 parking spaces per unit (up to 2-bedroom units) 3 parking spaces per unit (for 3 or more bedroom units) At least 1 guest space shall be provided for every 5 dwelling units.	2 spaces per dwelling unit +1 guest parking space for every 3 dwelling units	2 spaces per dwelling unit.	2 spaces per dwelling unit	2 spaces per dwelling unit +5% for guest parking	2 spaces per dwelling unit +1 guest parking space for every 3 dwelling units	2 spaces per dwelling unit	Same as Multi-Family
Single-Family Detached	2 enclosed spaces per unit	2 parking spaces per unit A minimum of 1 parking space per dwelling unit shall be enclosed in a garage.	2 spaces per dwelling unit	2 spaces per dwelling unit.	2 spaces per dwelling unit	2 spaces per dwelling unit	2 spaces per dwelling unit	2 spaces per dwelling unit	2 spaces per dwelling unit
Tandem Parking	Except withing a three-car garage	Tandem parking spaces may count towards the requirements of this code if the tandem parking space is located within a garage, or in the driveway located in front of the garage, that is provided for that same dwelling unit.				Only tandem parking spaces in front of a garage are counted toward requirements.			
Accessory Dwellings	1 space per bedroom, up to 2 per unit (parking requirements can be met by spaces located in garages, driveways, or on-street)	2 parking space per unit. On street parking may be counted for up to 50% of the required parking spaces.		Minimum: 1 Space Maximum: 2 Spaces					1 Space per dwelling unit