



BOARD OF TRUSTEES

441 3rd Street, Mead

Monday, July 25, 2022

AGENDA

- I. 5:15 p.m. to 6:00 p.m.**
WORK SESSION: Proposed Occupation Tax

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

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

1. Call to Order – Roll Call

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

2. Moment of Silence

3. Pledge of Allegiance to the Flag

4. Review and Approve Agenda

5. Staff Report: Town Manager Report

[a.](#) Manager's Report

6. Informational Items

[a.](#) Community Engagement Update

7. Proclamations

[a.](#) National Night Out August 2, 2022

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 July 11, 2022

[b.](#) June 2022 Financial Statements

[c.](#) Check Register July 25, 2022

[d.](#) **Resolution No. 50-R-2022** – A Resolution of the Town of Mead Colorado, Approving a Crossing License Agreement with Platte River Power Authority (PRPA), to Authorize the Installation of Certain Storm Sewer Improvements by the Town at the Public Works Facility (1341 Weld County Road 34) Within the Boundaries of an Existing PRPA Easement

- e. **Ordinance No. 1002** - An Ordinance of the Town of Mead, Colorado, Amending Sections 16-4-40, 16-4-50, 16-4-60, 16-4-100, 16-4-110 and 16-7-120 of the *Mead Municipal Code*, Eliminating Sketch Plan and Visioning Session Provisions, Allowing for Right-Of-Way and Easement Dedication by Administrative Plat, and Amending Maximum Height for Detached Permanent Signs in the I-25 Corridor

10. New Business

- a. **Ordinance No. 1003** - An Ordinance of the Town of Mead, Colorado, Amending Sections 11-2-30, 11-2-70, and 11-2-120 of the Mead Municipal Code Regarding Permitting for Deployment of Fiber to the Premises (FTTP) or Comparable Networks Within the Town
- b. **Resolution 51-R-2022** - A Resolution of the Town of Mead, Colorado, Amending the Comprehensive Fee Schedule to Add Fees Relating to FTTP or Comparable Network Deployment
- c. **Resolution No. 52-R-2022** – A Resolution of the Town of Mead, Colorado, Authorizing the Acquisition of Certain Real Property Known as 1785 County Road 32 (Grader Shed) from Weld County
- d. **Resolution No. 53-R-2022** - A Resolution of the Town of Mead, Colorado, Approving a Professional Services Agreement Between the Town and Oz Architecture, Inc. for Municipal Facilities Master Site Plan Services

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. Executive Session: Pursuant to C.R.S Section 24-6-402(4)(b) for legal advice on specific legal questions regarding § 38-1-202(1)(e) and § 38-6-101, C.R.S.

14. Executive Session Action Items

15. Adjournment

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

TO: Honorable Mayor and Trustees

FROM: Helen Migchelbrink, Town Manager

DATE: July 25, 2022

SUBJECT: Town Manager Report

- The new Public Works building located at 1341 Welker is nearing completion. Current plans indicate the building will be ready to occupy by the end of August. A ribbon cutting ceremony is tentatively scheduled for August 8.
- Weld County Sheriff's Office has notified the Town that they will no longer be providing victim assistance services effective January 1, 2023 (see attached email). Chief Newbanks met with other local departments to explore options for providing these services.
- Repairs to the bicycle/pedestrian trail on Third Street adjacent to the Rangeview subdivision are complete and the trail is back open.
- The Town has initiated a public outreach effort to educate citizens on the native grass plantings in some town parks. Signs have been placed in Founders, Ames and Mead Ponds explaining the process used to nurture this type of planting. This video was launched on Facebook to explain the philosophy: <https://www.facebook.com/townofmead/videos/369942405274924>.
- Mark your calendars! Our second Meet, Greet, and Eat with the Board of Trustees is next Tuesday, July 26, at Sorrento (WCR 5 & Charbray St Mead, CO 80542) from 6-7:30 p.m. Meet your neighbors, grab some food, and chat with Trustees!
- Town Clerk/Treasurer attended a two-day grant writing class July 21 & 22.
- Municipal Court was held on July 21st with 32 cases on the docket. August 18th currently has 55 on the docket.
- Staff is beginning preparation work for the 2023 budget. Each department is reviewing projects and plans which will be brought to the Board at the end of August.
- The 2021 Financial Audit will be finalized and filed with the Office of the State Auditor by July 31, 2021.
- Volunteers are still needed to help with The Wall That Heals. Volunteers may sign up for 4-hour slots during the event. Volunteers will assist with traffic control and parking assistance, greeting and directing visitors, looking up names for visitors, education center assistance, and overnight monitors. Volunteer here: <https://bit.ly/wallvolunteer>. The Wall That Heals will be at Founders Park, 2700 Weld County Road 34 1/2, rain or shine. The Wall That Heals is free and open to the public 24-hours a day. The event will close on Sunday, August 21, 2022 at 2 p.m.
- National Night Out is scheduled for August 2nd as a community event to promote safety and crime prevention. The event will feature live music, safety information and the In-N-Out Burger Cookout Truck.
- The Rockin N Reelin Summer Music and Movies held its last concert on July 21 and featured Still They Ride-Journey tribute band. Here is a link to the summer series <https://www.townofmead.org/parksandrec/page/rockin-n-reelin-summer-music-and-movies>
- Key projects update:
 - Public Works Facility: The project is on track for an August substantial completion and a ribbon cutting is planned for August 8.
 - 3rd and Welker Intersection –. Potholing of existing utilities is underway in the intersection.
 - Bean Plant Community Center – The bid documents for both the final building design and demolition were published on BidNet and on the Town website.
- YTD totals for new single family home permits:

- 2022 YTD 66 SF Permits, 160 Certificates of Occupancy
- Boards and Commissions
 - The Planning Commission participated in annual training on July 13th provided by DOLA. Two public hearings - for municipal code amendments and the Grand Meadow preliminary plat – were held on July 20th.
 - The Finance Committee will receive email updates through the summer and will meet again in person this fall to review the 2023 budget.
- Human Resources
 - The Town is advertising open positions using NeoGov recruiting platform <https://www.governmentjobs.com/careers/townofmead>
 - Offers have been extended and accepted for Code Enforcement Officer, Finance/HR Clerk and two Police Officers. The only full time position currently being advertised is the Pavement Management Program Manager to head up the street maintenance program. A Maintenance Worker I and a part time seasonal Maintenance Worker and a new Police Officer started with the Town this month.
 - Graves Consulting is continuing data gathering for an assessment of the Town's pay and benefit packages. Graves continues to meet with staff. A final report is expected by August.

Community Development

- The Grand Meadow PUD and Preliminary Plat will be presented to the Board August 8.
- The Planning Commission has an applicant for the second alternate commissioner who attended the training. Once the requirements are met, the application will be brought to the Board of Trustees for appointment.
- The rezoning and platting of the Schulz Property (on the SEC of CR 36 and I-25 Frontage Road) will likely be brought before the Board this September.
- The QuikTrip Site Plan and Site Plan Agreement are anticipated for Board consideration in late summer.
- Staff is working on the Mead Distribution Center project (in the Raterink subdivision) Site Plan and Site Plan Agreement. These are scheduled for the Planning Commission in late summer.

Public Works and Engineering

- Street maintenance – concrete and asphalt repairs are ongoing. The resurfacing is scheduled for August.
- Concrete and asphalt 2-year warranty repairs are underway in the Sorrento neighborhood as part of the final acceptance process.
- Two new maintenance workers started this past week to fully staff Public Works.
- The sewer flushing project is complete.

Community Engagement

- The movie showing of Sing 2, had a wonderful turn out on July 14 with approximately 80 people in attendance. Mead Area Chamber hosted activities and Mead Recreation offered a coloring table.
- Recreation is currently accepting registration for Community Day booths, fall youth sports, and Brunch & Brews Older Active Adult Trip.
- Community Engagement is developing a mini documentary on The Wall that Heals events with Slate Communications. It will start with escort to Mead and cumulate with closing ceremony on Sunday.
- Staff continues to work on details for The Wall That Heals event in August. A final event itinerary will be submitted to The Vietnam Veterans Memorial Fund for approval, then released to the public.
- Older Active adults are having their annual Picnic in the Park on July 26, as part of the Meals Out Program. Recreation is providing Canes chicken, older active adults are bringing side dishes and desserts.

Police Department

- Report Attached

From: Donnie Patch <dpatch@weldgov.com>
Sent: Tuesday, June 21, 2022 1:54 PM
To: Donnie Patch <dpatch@weldgov.com>
Subject: WCSO victim services

Chief,

I wanted to let you know that the Sheriff's Office will not be renewing the MOU for victim services at the end of this year. You will be receiving the official notification in the mail, but I wanted to take a moment to let you know it would be arriving. We will continue to provide victim services through December 31, 2022; but starting on January 1, 2023, we will only be serving WCSO calls. It was not an easy decision, and I would have preferred to notify you even sooner, but we had to work through our process first. If there's anything I can do, to assist you with developing your own victims services unit, or a victim services coalition, please don't hesitate to reach out.

Thank you,



Donnie Patch - Undersheriff
Weld County Sheriff's Office
FBINA 259
(970)518-6524 cellular
(970)400-2853 direct line

"There is only one good – Knowledge; and only one evil -- Ignorance." -Socrates



Mead Police Department

Mid-Monthly Activity - July 2022

STAFFING:

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

The Community Service Officer position is vacant.

Officer Patton is in field training and Officer Tom Barker started on the 11th.

NOTABLE CALLS FOR SERVICE:

Warrant Arrest – [REDACTED] Highway 66 / Rocky Mtn Saloon – 22ML03007 – 07/01/2022
Fugitive arrested on active warrant.

Extortion – Mead – 22ML03011 – 07/01/2022
Victim receiving demands for money from unknown suspect.

Warrant Arrest – Kum and Go – 22ML03019 – 07/02/2022
Fugitive arrested on active warrant.

Warrant Arrest – 7-11 – 22ML03037 – 07/02/2022
Fugitive arrested on active warrant.

Vandalism – Highland Lake Park – 22ML03052 – 07/03/2022
Statue and sanitizer dispensers damaged by suspects. Under investigation.

Vandalism – Lineback Drive – 22ML03057 – 07/03/2022
Irrigation system damaged, causing flooding.

Disturbance – Wrangler Way – 22ML03093 – 07/05/2022
Family disturbance, no charges.

Crash – WCR 28 – 22ML03096 – 07/05/2022
Car hit pedestrian on scooter in a parking lot.

Restraining Order – Homestead Drive – 22ML03122 – 07/06/2022

Officers responded to disturbance and arrested suspect in violation of restraining order.

Warrant Arrest – Northbound I-25 mm247 – 22ML03049 – 07/07/2022

Fugitive arrested on active warrant.

Warrants / Protection Order – Kum and Go – 22ML03152 – 07/07/2022

Officers responded to a disturbance and arrested two parties on active warrants.

Crash – Hwy 66 / WCR 13 – 22ML03158 – 07/08/2022

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

Assist Other Agency – Hwy 66 / WCR 19 – 07/09/2022

Assisted Platteville with a crash.

Warrant Arrest – [REDACTED] Highway 66 / Rocky Mtn Saloon – 22ML03188 – 07/09/2022

Fugitive arrested on active warrant and issued summons for obstruction.

Stolen Motorcycle / Assault on Police / Possession of weapon and drugs / Warrant Arrest – 7-11 – 22ML03193 – 07/09/2022

Fugitive arrested on active warrant, charged with possession of weapon by previous offender, possession of stolen motorcycle, possession of fentanyl with intent to distribute and assault on a police officer.

Hit and Run Crash – 3rd / Welker Ave – 22ML03196 – 07/10/2022

Unknown driver struck the stop sign, knocking it down, and left the scene.

Traffic – WCR 34 / I-25 Frontage Road – 22ML03201 – 07/10/2022

Vehicle stopped for obstructed plate.

Theft – Chilton Drive – 22ML03227 – 07/11/2022

Building materials stolen from construction site.

Crash – WCR 36 / Vale View Lane – 22ML03242 – 07/11/2022

Vehicle vs. Bicycle with injuries.

Crash – Hwy 66 / WCR 7 – 22ML03299 – 07/14/2022

Two vehicle crash, driver cited for careless driving.

Trespassing – [REDACTED] Hilltop Road – 22ML03303 – 07/14/2022

Suspect looking through scrap pile, trespassed by owner.



**PROCLAMATION
Declaring August 2, 2022
National Night Out 2022**

WHEREAS the National Association of Town Watch (NATW) is sponsoring a unique, nationwide crime, drug and violence prevention program on August 2nd, 2022 entitled “National Night Out”; and

WHEREAS National Night Out provides an opportunity for Mead to join forces with thousands of other communities across the country in promoting cooperative, police-community crime prevention efforts; and

WHEREAS the residents of Mead play a vital role in assisting the Mead Police Department through joint crime, drug and violence prevention efforts; and

WHEREAS police-community partnerships, neighborhood safety, awareness and cooperation are important themes of the National Night Out program; and

WHEREAS it is essential that all neighbors of Mead come together with police and work together to build a safer, more caring community; and

NOW THEREFORE, the Board of Trustees, do hereby call upon all citizens of Mead to support of Annual National Night Out on August 2, 2022.

FURTHER, LET IT BE RESOLVED BY the Board of Trustees that Tuesday, August 2, 2022 is National Night Out in Mead, Colorado.

Given under my hand and Seal of the Town of Mead, Colorado
On this 25th day of July, 2022

Colleen G. Whitlow
Mayor



BOARD OF TRUSTEES

441 3rd Street, Mead

Monday, July 11, 2022

MINUTES

I. 5:15 p.m. to 6:00 p.m.
Highland Lake Park Ribbon Cutting
16983 WCR 5

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

1. Call to Order – Roll Call

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

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

Present

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

Absent

None

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

2. Moment of Silence

Mayor Whitlow requested the observance of a moment of silence in remembrance of the victims of the 4th of July shooting at Highland Park, IL.

3. Pledge of Allegiance to the Flag

The assembly pledged allegiance to the flag.

4. Review and Approve Agenda

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

5. Staff Report: Town Manager Report

a. Manager's Report

Town Manager Helen Migchelbrink discussed Highland Lake ribbon cutting; speeding on 3rd Street; 3rd pot holing; Agfinity foundation; Police enforcing weed ordinance.

6. Proclamations

- a. Kindness Week July 10 - July 17, 2022

Motion was made by Trustee Schranz, seconded by Mayor Pro Tem Adams, to authorize the signing of the Proclamation for Kindness Week July 10 – 17, 2022. Motion carried 7-0, on a roll call vote.

7. Public Comment

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 June 27, 2022
- b. June 2022 Aged Receivables
- c. Check Register July 7, 2022
- d. **Resolution No. 47-R-2022** - A Resolution of the Town of Mead, Colorado, Approving the Easement and Right of Way Agreement by and Between the Town and the Little Thompson Water District Related to the Installation of Water Service Improvements at the Town's Public Works Facility, Located at 1341 Weld County Road 34
- e. **Resolution No. 48-R-2022** – A Resolution of the Town of Mead, Colorado, Approving the Second Amendment to Agreement for Professional Services with Ditesco, LLC and Authorizing Execution of Task Order Nos. 2021-001, 2021-002, 2021-003 and 2021-006 (re Construction Management Services for Public Works Facility, 3rd Street Paving Project and Highland Lake Projects)
- f. **Ordinance No. 1001** – An Ordinance of the Town of Mead, Colorado, Calling for the 2022 Regular Election to Be Held as a Coordinated Election and Delegating Authority to the Town Clerk to Execute a Memorandum of Intergovernmental Agreement with Weld County Regarding the Coordinated Election to Be Held on Tuesday, November 8, 2022

Motion was made by Trustee Babcock, seconded by Mayor Pro Tem Adams, to approve the Consent Agenda. Motion carried 7-0, on a roll call vote.

9. Public Hearing

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

The Public Hearing for Access 25 Metropolitan District Nos. 1-6 was continued from June 27, 2022.

Town Attorney Marcus McAskin presented the staff report for the Access 25 Metropolitan Districts.

Mark Savala, Broe Real Estate, and David O'Leary, Spencer Fane, discussed the proposed districts, their proposed mill levies and anticipated debt.

There was no public comment.

The Board discussed the size of the districts and the conditions of approval of the intergovernmental agreement.

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

Motion was made by Mayor Pro Tem Adams, seconded by Trustee Schranz, to adopt Resolution No. 49-R-2022 – A Resolution of the Town of Mead, Colorado, Conditionally Approving the Service Plan for Access 25 Metropolitan District Nos. 1 – 6, Authorizing Execution of the Intergovernmental Agreement between the Town and the Districts, and Authorizing the Execution of the Assignment of the License and Easement Agreement Between the Town and the Districts. Motion carried 7-0, on a roll call vote.

Mayor Whitlow closed the public hearing at 6:45 p.m.

10. Public Comment

There was no public comment at this time.

11. Elected Official Reports

- a. Town Trustees

The Trustees had no further comments.

- b. Mayor Whitlow

Mayor Whitlow discussed 4th of July Parade, Coffee with Mayor, Cornhole, Concerts, Movies and Ribbon Cutting.

12. Community Development

Community Development Director Jason Bradford provided an update on development in Mead. He reviewed the active development map dated July 2022. He also provided information about fencing requirements.

13. Adjournment

Motion was made by Trustee Schranz, seconded by Trustee Babcock, 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 7:40 p.m. on Monday, July 11, 2022.

Colleen G. Whitlow, Mayor

ATTEST:

Mary E. Strutt, MMC, Town Clerk



Agenda Item Summary

MEETING DATE: July 25, 2022
SUBJECT: June 2022 Financial Statements
PRESENTED BY: Mary Strutt, Town Clerk / Treasurer

SUMMARY

The June 2022 financial statements are included under the Consent Agenda which includes revenues and expenditures through the first half of 2022. In the reports, staff highlights in yellow the town’s major revenue sources in the general fund which include property tax, sales tax, use tax, building permit fees and franchise fees. In addition, the total general fund equity (reserves) and total revenues and expenditures are highlighted.

Property Tax Revenue:

Property Tax Revenue collection is at expected amounts for the midpoint of the year.

Sales Tax Revenue:

Sales Tax Revenue is slightly higher than anticipated for June 30th.

Building Permit Use Tax:

Use Tax is almost double the amount expected at the end of the second quarter based on commercial building permits issued this year. The budget reflected a more conservative estimate. Residential building permit issuance is lower than expected for the second quarter.

Royalties:

Royalty revenue have already exceeded the annual budget amount. Mainly due to the oil and gas rights associated with the Postle property. The Postle property was annexed late in 2021 and does have active wells onsite.

Street Improvement Fund:

On page 14, the Street Improvement Fund reflects revenue and expenditures from the 1% Sales and Use Tax increase which was approved by voters in November.

Sewer Fund:

Sewer Tap Fees (Plant Investment Fees) have exceeded budgetary expectations which reflects the commercial property building permits within the Town’s sewer boundaries.

Development Impact Fee Funds:

The Development Impact Fee Funds begin on page 21, with Police, followed by Municipal Facilities, Transportation and Parks & Open Space. These funds collect the impact fees paid by commercial and residential development. The funds are used for capital projects. As with the building permit use tax, we may see an increase based on commercial building permits issued, but residential building permits are currently lower than expected.

TOWN OF MEAD
COMBINED CASH INVESTMENT
JUNE 30, 2022

Section 9, Item b.

COMBINED CASH ACCOUNTS

99-01-1001	INDEPENDENT BANK - CHECKING	4,096,011.89
99-01-1002	TBK BANK - OFFICE CHECK	41,359.90
99-01-1003	TBK BANK - MONEY MARKET	146,674.12
99-01-1005	TBK BANK - FLEX DEBIT CARDS	26,124.59
99-01-1011	XPRESS DEPOSIT ACCOUNT	34,163.69
99-01-1023	COLOTRUST PLUS	10,624,374.61
99-01-1024	COLOTRUST PRIME	10,014.63
99-01-1025	CSIP	3,062,876.87
99-01-1026	CSAFE	12,088,388.00
99-01-1075	UTILITY CASH CLEARING	(187.06)
99-01-1077	COURT CASH CLEARING	(600.00)
TOTAL COMBINED CASH		30,129,201.24
99-01-0100	CASH ALLOCATED TO OTHER FUNDS	(30,129,201.24)

TOTAL UNALLOCATED CASH	.00
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CASH ALLOCATION RECONCILIATION

1	ALLOCATION TO GENERAL FUND	10,707,086.13
4	ALLOCATION TO STREET IMPROVEMENT FUND	910,067.23
5	ALLOCATION TO CONSERVATION TRUST FUND	95,242.99
6	ALLOCATION TO SEWER FUND	1,507,775.12
8	ALLOCATION TO POLICE FUND	230,145.02
9	ALLOCATION TO MUNICIPAL FACILITIES FUND	3,786,958.30
11	ALLOCATION TO DOWNTOWN FUND	15,129.22
13	ALLOCATION TO STORM DRAINAGE FUND	64,903.44
14	ALLOCATION TO TRANSPORTATION FUND	5,576,209.28
18	ALLOCATION TO PARKS & OPEN SPACE	1,540,707.49
19	ALLOCATION TO CAPITAL IMPROVEMENT FUND	301,405.01
20	ALLOCATION TO MEAD URBAN RENEWAL AUTHORITY	5,393,572.01
TOTAL ALLOCATIONS TO OTHER FUNDS		30,129,201.24
ALLOCATION FROM COMBINED CASH FUND - 99-01-0100		(30,129,201.24)

ZERO PROOF IF ALLOCATIONS BALANCE	.00
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TOWN OF MEAD
BALANCE SHEET
JUNE 30, 2022

Section 9, Item b.

GENERAL FUND

ASSETS

01-01-0100	COMBINED CASH	10,707,086.13	
01-01-1007	CASH DRAWER - TOWN HALL	500.00	
01-01-1008	CASH DRAWER - POLICE	100.00	
01-01-1250	PROPERTY TAXES RECEIVABLE	1,243,835.23	
01-01-1300	A/R - BILLED ACCOUNTS	30,393.93	
01-01-1301	A/R - GENERAL	727,161.17	
01-01-1302	PREPAID EXPENSE	2,488.00	
01-01-1307	24HOUR FLEX DEPOSIT	1,500.00	
	TOTAL ASSETS		12,713,064.46

LIABILITIES AND EQUITY

LIABILITIES

01-02-2000	ACCOUNTS PAYABLE	54,900.29	
01-02-2300	EMPLOYEE PENSION PAYABLE	129.60	
01-02-2302	FLEXPLAN PAYABLE	2,358.18	
01-02-2306	RESTITUTION PAYABLE	(100.00)	
01-02-2307	SURCHARGE PAYABLE	1,365.00	
01-02-2308	DEPOSITS PAYABLE	4,550.00	
01-02-2310	EMPLOYEE HEALTH INS. PAYABLE	(30,289.13)	
01-02-2312	WORKERS COMP INSURANCE PAYABLE	(2,973.63)	
01-02-2314	401(A) CONTRIBUTIONS PAYABLE	3,105.84	
01-02-2400	FED. WITHHOLDING TAX PAYABLE	(9.42)	
01-02-2401	SOCIAL SECURITY TAX PAYABLE	(8.60)	
01-02-2402	MEDICARE TAX PAYABLE	(2.02)	
01-02-2404	STATE UNEMPLOYMENT TAX PAYABLE	1,190.34	
01-02-2410	MISC PAYROLL PAYABLE	83,994.59	
01-02-2600	WARRANTY FUNDS	1,714,697.20	
01-02-2610	DEVELOPER DEPOSITS	186,000.00	
01-02-2615	DEVELOPER LIABILITIES	198,399.38	
01-02-2700	DEFERRED INFLOWS- PROPERTY TAX	1,243,835.23	
01-02-2705	DEFERRED REVENUE	580,626.60	
	TOTAL LIABILITIES		4,041,769.45

FUND EQUITY

01-02-3001	FUND BALANCE	6,481,615.96	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	2,189,679.05	
	BALANCE - CURRENT DATE	2,189,679.05	
	TOTAL FUND EQUITY		8,671,295.01
	TOTAL LIABILITIES AND EQUITY		12,713,064.46

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

Section 9, Item b.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
01-10-4000 PROPERTY TAX	98,370.74	912,179.86	1,243,835.00	331,655.14	73.3
01-10-4005 HIGHWAY USERS TAX	15,605.55	102,216.00	232,092.00	129,876.00	44.0
01-10-4010 SALES TAX	362,261.73	1,978,603.23	3,341,447.00	1,362,843.77	59.2
01-10-4012 LODGING TAX	14.00	296.00	250.00	(46.00)	118.4
01-10-4015 ROAD & BRIDGE TAX	.00	40,683.90	80,000.00	39,316.10	50.9
01-10-4020 SPECIFIC OWNERSHIP TAX	7,022.76	41,887.51	70,000.00	28,112.49	59.8
01-10-4025 M.V. REGISTRATION	2,243.35	12,712.81	25,000.00	12,287.19	50.9
01-10-4030 BUILDING PERMIT USE TAX	53,299.64	806,848.28	986,108.00	179,259.72	81.8
01-10-4040 CIGARETTE TAX	.00	5,557.60	12,000.00	6,442.40	46.3
01-10-4050 MURA REVENUE SHARING	.00	.00	124,408.00	124,408.00	.0
01-10-4070 FEDERAL MINERAL LEASE	.00	.00	25,000.00	25,000.00	.0
01-10-4071 STATE SEVERANCE TAXES	.00	.00	4,000.00	4,000.00	.0
TOTAL TAXES	538,817.77	3,900,985.19	6,144,140.00	2,243,154.81	63.5
<u>FEES AND PERMITS</u>					
01-11-4100 BUILDING PERMIT FEES	72,877.34	582,530.27	1,298,878.00	716,347.73	44.9
01-11-4102 OTHER PERMITS	.00	9,817.50	34,000.00	24,182.50	28.9
01-11-4103 CONVENIENCE FEE	1,402.84	10,953.61	15,000.00	4,046.39	73.0
01-11-4110 BUILDING PERMIT - ADMIN. FEES	7,735.00	29,685.00	80,640.00	50,955.00	36.8
01-11-4111 PASSPORT FEES	840.00	3,445.00	8,000.00	4,555.00	43.1
01-11-4112 TOWN HALL/PARK FEES	(105.00)	1,352.50	4,800.00	3,447.50	28.2
01-11-4120 FRANCHISE FEES	18,669.32	138,536.40	200,573.00	62,036.60	69.1
01-11-4130 DEVELOPER APPLICATION FEES	28,048.98	55,901.65	100,000.00	44,098.35	55.9
01-11-4140 ROYALTIES	37,527.41	223,120.35	208,133.00	(14,987.35)	107.2
01-11-4145 STREET CUT PERMITS	.00	4,665.00	24,926.00	20,261.00	18.7
TOTAL FEES AND PERMITS	166,995.89	1,060,007.28	1,974,950.00	914,942.72	53.7
<u>LICENSES</u>					
01-12-4200 BUSINESS/SALES TAX LICENSE	960.00	8,722.50	30,000.00	21,277.50	29.1
01-12-4210 LIQUOR LICENSE	.00	278.75	2,634.00	2,355.25	10.6
01-12-4220 PET LICENSES	30.00	455.00	650.00	195.00	70.0
TOTAL LICENSES	990.00	9,456.25	33,284.00	23,827.75	28.4

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

Section 9, Item b.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CHARGES FOR SERVICES</u>					
01-13-4303 MISC. BILLBACKS	.00	.00	300.00	300.00	.0
01-13-4304 IGA--SCHOOL RESOURCE OFFICERS	.00	.00	150,000.00	150,000.00	.0
01-13-4305 SCHOOL GUARD REIMBURSEMENT	2,131.50	9,264.50	14,000.00	4,735.50	66.2
01-13-4310 NEW DEVELOPMENT CHARGES	44,049.75	233,745.20	200,000.00	(33,745.20)	116.9
01-13-4624 SENIOR EVENT FEES	.00	125.00	2,500.00	2,375.00	5.0
01-13-4625 RECREATION REGISTRATION FEES	4,799.00	25,252.00	32,000.00	6,748.00	78.9
TOTAL CHARGES FOR SERVICES	50,980.25	268,386.70	398,800.00	130,413.30	67.3
<u>FINES AND FORFEITS</u>					
01-14-4420 COURT FINES	2,780.00	13,745.00	36,000.00	22,255.00	38.2
01-14-4422 COURT COSTS	1,135.00	4,730.00	9,300.00	4,570.00	50.9
01-14-4423 POLICE REPORTS	169.75	818.25	1,500.00	681.75	54.6
01-14-4620 MISC. INCOME	125.00	410.00	300.00	(110.00)	136.7
TOTAL FINES AND FORFEITS	4,209.75	19,703.25	47,100.00	27,396.75	41.8
<u>GRANTS & ECONOMIC DEVELOPMENT</u>					
01-15-4512 GRANT-WELD SENIOR FOUNDATION	.00	.00	2,750.00	2,750.00	.0
01-15-4516 GRANT - UNITED WAY	.00	.00	1,500.00	1,500.00	.0
01-15-4518 FED'L GRANT--AMER RESCUE PLAN	.00	.00	594,568.00	594,568.00	.0
01-15-4526 POLICE GRANTS	.00	.00	1,500.00	1,500.00	.0
TOTAL GRANTS & ECONOMIC DEVELOPME	.00	.00	600,318.00	600,318.00	.0
<u>MISCELLANEOUS</u>					
01-18-4619 INTEREST & DIVIDEND INCOME	8,978.68	24,434.70	5,400.00	(19,034.70)	452.5
01-18-4620 MISC. INCOME	629.66	15,834.62	10,000.00	(5,834.62)	158.4
01-18-4622 DONATIONS/FUNDRAISING	.00	.00	10,000.00	10,000.00	.0
01-18-4623 SALE OF ASSETS	8,195.00	8,195.00	30,000.00	21,805.00	27.3
01-18-4625 METRO DISTRICT PAYMENTS	21,457.75	24,591.31	45,000.00	20,408.69	54.7
01-18-4648 DELINQUENT INTEREST EARNED	195.55	260.01	.00	(260.01)	.0
TOTAL MISCELLANEOUS	39,456.64	73,315.64	100,400.00	27,084.36	73.0
TOTAL FUND REVENUE	801,450.30	5,331,854.31	9,298,992.00	3,967,137.69	57.3

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

Section 9, Item b.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
01-40-5001 SALARIES & WAGES	29,853.72	176,024.82	397,748.00	221,723.18	44.3
01-40-5050 CLEANING	.00	2,747.07	15,000.00	12,252.93	18.3
01-40-5055 OVERTIME	.00	16.07	1,000.00	983.93	1.6
01-40-5060 PAYROLL TAXES	2,270.88	13,384.02	31,721.00	18,336.98	42.2
01-40-5065 WORKERS COMP	253.87	1,364.36	5,000.00	3,635.64	27.3
01-40-5066 HEALTH INSURANCE	718.79	24,266.89	68,272.00	44,005.11	35.5
01-40-5067 DEFERRED COMP/RETIREMENT	1,892.93	12,656.89	23,000.00	10,343.11	55.0
01-40-5068 MEDICAL SAVINGS	424.58	1,687.48	3,480.00	1,792.52	48.5
01-40-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	563.34	500.00	(63.34)	112.7
01-40-5200 OFFICE SUPPLIES	364.07	2,502.10	12,000.00	9,497.90	20.9
01-40-5201 COMPUTER/TECHNOLOGY	3,581.20	25,345.82	40,000.00	14,654.18	63.4
01-40-5202 PRINTING EXPENSE	.00	105.42	10,000.00	9,894.58	1.1
01-40-5203 UNIFORMS	.00	110.00	1,200.00	1,090.00	9.2
01-40-5205 POSTAGE	301.27	2,306.65	8,000.00	5,693.35	28.8
01-40-5210 OPERATING SUPPLIES	603.01	3,066.92	7,500.00	4,433.08	40.9
01-40-5212 FURNISHINGS	.00	1,421.49	5,000.00	3,578.51	28.4
01-40-5215 REPAIRS & MAINT	1,042.55	8,128.79	60,000.00	51,871.21	13.6
01-40-5220 TOWN DECORATIONS	.00	249.82	.00	(249.82)	.0
01-40-5253 GAS & OIL	59.15	252.93	1,000.00	747.07	25.3
01-40-5300 TELEPHONE	310.96	2,992.64	7,002.00	4,009.36	42.7
01-40-5305 UTILITIES	840.65	4,358.70	12,978.00	8,619.30	33.6
01-40-5310 TRASH REMOVAL	72.45	479.70	3,134.00	2,654.30	15.3
01-40-5315 COPIER EXPENSES	572.60	3,136.53	9,000.00	5,863.47	34.9
01-40-5320 PROPERTY & LIABILITY INSURANCE	.00	2,883.48	7,455.00	4,571.52	38.7
01-40-5325 INTERNET/WEBSITE EXPENSE	457.30	5,183.08	10,000.00	4,816.92	51.8
01-40-5330 TRAINING	74.00	5,930.37	22,000.00	16,069.63	27.0
01-40-5331 DUES AND SUBSCRIPTIONS	7,241.97	12,880.64	7,500.00	(5,380.64)	171.7
01-40-5332 TUITION REIMBURSEMENT	3,000.00	3,000.00	6,000.00	3,000.00	50.0
01-40-5351 RED DEER LAKE MAINTENANCE	.00	.00	2,000.00	2,000.00	.0
01-40-5353 WATER ASSESSMENTS	700.00	1,113.50	1,400.00	286.50	79.5
01-40-5400 LEGAL FEES	14,890.07	77,473.56	184,680.00	107,206.44	42.0
01-40-5401 CONSULTING FEES	15,295.44	54,006.14	130,952.00	76,945.86	41.2
01-40-5415 AUDIT FEES	3,110.99	13,190.99	13,191.00	.01	100.0
01-40-5416 PASSPORT EXPENSES	.00	.00	1,000.00	1,000.00	.0
01-40-5425 COUNTY TREASURER'S FEE	985.73	9,097.32	12,438.00	3,340.68	73.1
01-40-5426 PROPERTY/SALES TAX REBATE	.00	874.52	1,000.00	125.48	87.5
01-40-5700 MISC. EXPENSE	155.84	1,654.05	10,000.00	8,345.95	16.5
01-40-5701 BANK FEES	1,776.88	14,246.28	11,000.00	(3,246.28)	129.5
01-40-5705 MILEAGE	427.98	2,542.20	5,000.00	2,457.80	50.8
01-40-5720 CONTINGENCIES	.00	.00	25,000.00	25,000.00	.0
TOTAL ADMINISTRATION	91,278.88	491,244.58	1,173,151.00	681,906.42	41.9

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

Section 9, Item b.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>BOARD OF TRUSTEES</u>					
01-41-5001 SALARIES & WAGES	1,326.93	8,625.03	18,750.00	10,124.97	46.0
01-41-5030 MAYOR AND BOARD SALARIES	2,216.00	12,696.00	26,592.00	13,896.00	47.7
01-41-5060 PAYROLL TAXES	266.93	1,607.76	3,469.00	1,861.24	46.4
01-41-5065 WORKERS COMP	11.57	23.70	150.00	126.30	15.8
01-41-5066 HEALTH INSURANCE	183.69	1,102.15	2,527.00	1,424.85	43.6
01-41-5067 DEFERRED COMP	66.34	431.21	1,073.00	641.79	40.2
01-41-5068 MEDICAL SAVINGS	6.24	37.44	102.00	64.56	36.7
01-41-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	500.00	500.00	.0
01-41-5201 COMPUTER / TECHNOLOGY	.00	5,914.00	10,000.00	4,086.00	59.1
01-41-5210 OPERATING SUPPLIES	.00	47.95	2,000.00	1,952.05	2.4
01-41-5212 FURNISHINGS	8,005.53	8,405.52	11,500.00	3,094.48	73.1
01-41-5230 ELECTIONS	.00	.00	15,000.00	15,000.00	.0
01-41-5320 PROPERTY & LIABILITY INSURANCE	.00	1,345.88	2,982.00	1,636.12	45.1
01-41-5330 TRAINING	(267.14)	3,358.64	15,000.00	11,641.36	22.4
01-41-5331 DUES & SUBSCRIPTIONS	.00	408.00	1,000.00	592.00	40.8
01-41-5340 PUBLISHED NOTICES	48.02	444.37	2,500.00	2,055.63	17.8
01-41-5341 ORDINANCE CODIFICATION	1,278.91	2,593.91	6,500.00	3,906.09	39.9
01-41-5347 COMMUNITY CONTRIBUTIONS	.00	15,600.00	24,000.00	8,400.00	65.0
01-41-5430 RECORDING FEES	48.00	705.00	4,000.00	3,295.00	17.6
01-41-5700 MISC. EXPENSE	16.37	1,228.13	5,000.00	3,771.87	24.6
01-41-5841 BOARD OUTREACH ACTIVITIES	1,454.32	1,734.32	10,000.00	8,265.68	17.3
 TOTAL BOARD OF TRUSTEES	14,661.71	66,309.01	162,645.00	96,335.99	40.8

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

Section 9, Item b.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE</u>					
01-42-5001 SALARIES & WAGES	80,295.36	558,833.27	1,343,687.00	784,853.73	41.6
01-42-5016 MERIT	.00	.00	54,747.00	54,747.00	.0
01-42-5022 POLICE	.00	184.00	.00	(184.00)	.0
01-42-5050 CLEANING	.00	2,369.24	6,000.00	3,630.76	39.5
01-42-5055 OVERTIME	3,656.76	27,864.30	25,000.00	(2,864.30)	111.5
01-42-5060 PAYROLL TAXES	1,921.40	14,593.30	29,536.00	14,942.70	49.4
01-42-5065 WORKERS COMP	5,980.29	18,778.01	20,000.00	1,221.99	93.9
01-42-5066 HEALTH INSURANCE	12,296.13	77,128.65	198,509.00	121,380.35	38.9
01-42-5067 DEFERRED COMP	259.60	2,547.00	5,000.00	2,453.00	50.9
01-42-5068 MEDICAL SAVINGS	171.18	1,022.54	4,000.00	2,977.46	25.6
01-42-5069 FPPA	6,350.10	41,732.38	106,339.00	64,606.62	39.2
01-42-5071 D&D	2,257.83	14,838.33	36,496.00	21,657.67	40.7
01-42-5075 EMPLOYMENT/RECRUITMENT EXPENSE	942.75	1,747.75	7,500.00	5,752.25	23.3
01-42-5200 OFFICE SUPPLIES	150.11	513.72	4,000.00	3,486.28	12.8
01-42-5201 COMPUTER / TECHNOLOGY	1,194.70	14,399.60	26,125.00	11,725.40	55.1
01-42-5203 UNIFORMS	.00	119.00	400.00	281.00	29.8
01-42-5210 OPERATING SUPPLIES	450.74	2,727.00	17,000.00	14,273.00	16.0
01-42-5215 REPAIR & MAINTENANCE	.00	2,324.05	17,500.00	15,175.95	13.3
01-42-5216 FLEET R&M	1,125.57	2,569.06	20,000.00	17,430.94	12.9
01-42-5253 GAS & OIL	2,566.73	13,473.20	25,000.00	11,526.80	53.9
01-42-5254 TOOLS & EQUIPMENT	968.94	11,790.95	17,800.00	6,009.05	66.2
01-42-5255 EQUIPMENT	277.28	24,422.59	66,710.00	42,287.41	36.6
01-42-5300 COMMUNICATION/DISPATCH SERV	2,152.77	5,892.38	15,480.00	9,587.62	38.1
01-42-5305 UTILITIES	480.30	3,915.48	10,000.00	6,084.52	39.2
01-42-5310 TRASH REMOVAL	25.19	151.14	3,000.00	2,848.86	5.0
01-42-5315 COPIER EXPENSE	164.81	953.25	1,750.00	796.75	54.5
01-42-5320 GENERAL LIABILITY INSURANCE	.00	18,842.51	45,992.00	27,149.49	41.0
01-42-5325 INTERNET/WEBSITE EXPENSE	132.45	792.20	.00	(792.20)	.0
01-42-5330 TRAINING	828.74	10,339.79	18,300.00	7,960.21	56.5
01-42-5331 DUES & MEMBERSHIPS	1,303.97	8,319.74	10,460.00	2,140.26	79.5
01-42-5332 TUITION REIMBURSEMENT	.00	.00	6,000.00	6,000.00	.0
01-42-5343 DISPATCH SERVICES	.00	31,941.00	30,841.00	(1,100.00)	103.6
01-42-5346 ANIMAL IMPOUND FEE	190.00	1,060.00	4,000.00	2,940.00	26.5
01-42-5347 COMMUNITY CONTRACT SERVICES	.00	4,500.00	12,000.00	7,500.00	37.5
01-42-5348 PEST CONTROL	.00	.00	10,000.00	10,000.00	.0
01-42-5349 WELLNESS PROGRAM	.00	60.00	.00	(60.00)	.0
01-42-5350 LAB FEES	.00	.00	2,000.00	2,000.00	.0
01-42-5400 LEGAL FEES	.00	.00	15,000.00	15,000.00	.0
01-42-5700 MISC. EXPENSE	727.63	1,654.50	7,000.00	5,345.50	23.6
TOTAL POLICE	126,871.33	922,399.93	2,223,172.00	1,300,772.07	41.5

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

Section 9, Item b.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMUNITY DEVELOPMENT</u>					
01-43-5001 SALARIES & WAGES	18,993.84	130,854.95	265,160.00	134,305.05	49.4
01-43-5055 OVERTIME	.00	.00	1,000.00	1,000.00	.0
01-43-5060 PAYROLL TAXES	1,435.75	9,940.54	20,361.00	10,420.46	48.8
01-43-5065 WORKERS COMP	40.22	156.03	700.00	543.97	22.3
01-43-5066 HEALTH INSURANCE	3,048.32	18,289.87	82,844.00	64,554.13	22.1
01-43-5067 DEFERRED COMP	949.68	6,542.74	21,559.00	15,016.26	30.4
01-43-5068 MEDICAL SAVINGS	81.24	487.44	464.00	(23.44)	105.1
01-43-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	500.00	500.00	.0
01-43-5200 OFFICE SUPPLIES	9.80	97.24	750.00	652.76	13.0
01-43-5201 COMPUTER / TECHNOLOGY	364.13	3,457.88	10,000.00	6,542.12	34.6
01-43-5203 UNIFORMS	.00	364.56	800.00	435.44	45.6
01-43-5212 FURNISHINGS	.00	.00	5,000.00	5,000.00	.0
01-43-5300 TELEPHONE	240.96	633.96	1,200.00	566.04	52.8
01-43-5320 PROPERTY & LIABILITY INSURANCE	.00	5,383.58	11,928.00	6,544.42	45.1
01-43-5330 TRAINING	.00	985.45	10,000.00	9,014.55	9.9
01-43-5331 DUES & MEMBERSHIPS	.00	145.00	2,000.00	1,855.00	7.3
01-43-5410 CONSULTANTS	.00	13,865.88	25,000.00	11,134.12	55.5
01-43-5411 ANNEXATIONS & REZONING EXPENSE	.00	.00	30,000.00	30,000.00	.0
01-43-5421 ECONOMIC DEVELOPMENT OUTREACH	.00	.00	20,000.00	20,000.00	.0
01-43-5460 BUILDING INSPECTIONS	26,787.24	279,503.96	641,862.00	362,358.04	43.6
01-43-5700 MISC.	226.01	630.21	1,500.00	869.79	42.0
TOTAL COMMUNITY DEVELOPMENT	52,177.19	471,339.29	1,152,628.00	681,288.71	40.9

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

Section 9, Item b.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STREETS</u>					
01-44-5001 SALARIES & WAGES	18,112.99	112,406.66	233,605.00	121,198.34	48.1
01-44-5050 CLEANING	.00	570.93	.00	(570.93)	.0
01-44-5055 OVERTIME	171.23	1,191.82	9,000.00	7,808.18	13.2
01-44-5060 PAYROLL TAXES	1,361.28	8,514.70	18,559.00	10,044.30	45.9
01-44-5065 WORKERS COMPENSATION	1,500.99	4,895.70	7,750.00	2,854.30	63.2
01-44-5066 HEALTH INSURANCE	3,404.51	19,808.95	33,339.00	13,530.05	59.4
01-44-5067 DEFERRED COMP	827.45	5,104.11	4,533.00	(571.11)	112.6
01-44-5068 MEDICAL SAVINGS	66.66	435.18	500.00	64.82	87.0
01-44-5075 EMPLOYMENT/RECRUITMENT EXPENSE	313.61	313.61	2,000.00	1,686.39	15.7
01-44-5201 COMPUTER / TECHNOLOGY	3,115.00	8,888.75	20,000.00	11,111.25	44.4
01-44-5203 UNIFORMS	.00	679.00	2,250.00	1,571.00	30.2
01-44-5210 OPERATING SUPPLIES	152.46	2,418.76	4,000.00	1,581.24	60.5
01-44-5212 FURNISHINGS	.00	.00	5,000.00	5,000.00	.0
01-44-5215 REPAIRS & MAINTENANCE	.00	10.99	.00	(10.99)	.0
01-44-5216 FLEET R&M	1,357.74	22,909.18	40,000.00	17,090.82	57.3
01-44-5251 SHOP REPAIRS	.00	255.23	.00	(255.23)	.0
01-44-5252 STREET SIGNS	.00	151.00	.00	(151.00)	.0
01-44-5253 GAS & OIL	2,160.71	9,715.83	20,000.00	10,284.17	48.6
01-44-5254 TOOLS	208.70	458.65	20,000.00	19,541.35	2.3
01-44-5255 SAFETY EQUIPMENT	29.98	1,781.66	3,500.00	1,718.34	50.9
01-44-5300 TELEPHONE	412.12	1,406.26	2,500.00	1,093.74	56.3
01-44-5305 UTILITIES	3,313.96	18,156.84	35,000.00	16,843.16	51.9
01-44-5310 TRASH REMOVAL	.00	120.76	.00	(120.76)	.0
01-44-5320 PROPERTY & LIABILITY INSURANCE	.00	16,823.67	37,276.00	20,452.33	45.1
01-44-5330 TRAINING	1,860.00	2,143.58	5,000.00	2,856.42	42.9
01-44-5331 DUES & MEMBERSHIPS	.00	370.00	2,000.00	1,630.00	18.5
01-44-5360 STREET SWEEPING	.00	3,832.50	.00	(3,832.50)	.0
01-44-5363 WEED CONTROL	.00	734.36	3,000.00	2,265.64	24.5
01-44-5364 SNOW REMOVAL	.00	35,188.08	100,000.00	64,811.92	35.2
01-44-5369 EQUIPMENT RENTAL	7.65	5,538.25	48,650.00	43,111.75	11.4
01-44-5500 CAPITAL OUTLAY	.00	6,000.00	.00	(6,000.00)	.0
01-44-5502 CAPITAL OUTLAY--EQUIPMENT	.00	5,031.70	250,000.00	244,968.30	2.0
01-44-5700 MISC. EXPENSE	.00	.00	4,000.00	4,000.00	.0
01-44-5720 CONTINGENCY	.00	.00	10,000.00	10,000.00	.0
 TOTAL STREETS	 38,377.04	 295,856.71	 921,462.00	 625,605.29	 32.1

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

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GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS</u>					
01-45-5001 SALARIES & WAGES	16,548.38	103,965.70	222,258.00	118,292.30	46.8
01-45-5055 OVERTIME	370.97	1,668.63	2,678.00	1,009.37	62.3
01-45-5060 PAYROLL TAXES	1,281.04	8,022.94	17,208.00	9,185.06	46.6
01-45-5065 WORKERS COMP	1,361.27	4,614.64	5,000.00	385.36	92.3
01-45-5066 HEALTH INSURANCE	3,157.74	18,070.19	28,992.00	10,921.81	62.3
01-45-5067 DEFERRED COMP	658.01	4,211.16	7,709.00	3,497.84	54.6
01-45-5068 MEDICAL SAVINGS	55.68	420.02	468.00	47.98	89.8
01-45-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	500.00	500.00	.0
01-45-5210 OPERATING SUPPLIES	1,181.96	2,696.57	6,000.00	3,303.43	44.9
01-45-5212 FURNISHINGS	.00	.00	5,000.00	5,000.00	.0
01-45-5215 REPAIRS & MAINTENANCE	2,747.75	7,797.60	63,000.00	55,202.40	12.4
01-45-5216 FLEET R&M	.00	1,810.31	8,000.00	6,189.69	22.6
01-45-5253 GAS & OIL	771.41	3,429.53	5,000.00	1,570.47	68.6
01-45-5254 UNIFORMS	.00	977.36	1,350.00	372.64	72.4
01-45-5300 TELEPHONE	104.00	741.00	588.00	(153.00)	126.0
01-45-5305 UTILITIES	3,496.70	4,287.70	36,750.00	32,462.30	11.7
01-45-5310 TRASH REMOVAL	60.37	1,220.22	1,000.00	(220.22)	122.0
01-45-5320 PROPERTY & LIABILITY INSURANCE	.00	6,729.46	14,911.00	8,181.54	45.1
01-45-5330 TRAINING	.00	2,466.25	750.00	(1,716.25)	328.8
01-45-5348 PEST CONTROL	8,262.10	8,611.10	33,000.00	24,388.90	26.1
01-45-5349 WELLNESS PROGRAM	15.00	24.75	.00	(24.75)	.0
01-45-5363 WEED CONTROL	1,147.50	1,147.50	5,000.00	3,852.50	23.0
01-45-5369 EQUIPMENT RENTAL	.00	.00	1,000.00	1,000.00	.0
01-45-5370 LANDSCAPING	.00	3,995.00	32,000.00	28,005.00	12.5
01-45-5371 TREE MAINTENANCE	8,850.00	8,850.00	20,000.00	11,150.00	44.3
01-45-5372 IRRIGATION SYSTEM	2,376.85	3,775.31	5,000.00	1,224.69	75.5
 TOTAL PARKS	 52,446.73	 199,532.94	 523,162.00	 323,629.06	 38.1
 <u>DRAINAGE</u>					
01-46-5215 REPAIRS & MAINTENANCE	.00	36.89	.00	(36.89)	.0
 TOTAL DRAINAGE	 .00	 36.89	 .00	 (36.89)	 .0

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

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GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ENGINEERING</u>					
01-47-5001 SALARIES & WAGES	27,264.05	177,364.47	358,026.00	180,661.53	49.5
01-47-5050 CLEANING	.00	.00	6,000.00	6,000.00	.0
01-47-5055 OVERTIME	3,170.88	5,549.16	4,000.00	(1,549.16)	138.7
01-47-5060 PAYROLL TAXES	2,297.75	13,814.18	27,695.00	13,880.82	49.9
01-47-5065 WORKERS COMP	1,579.71	5,523.71	2,122.00	(3,401.71)	260.3
01-47-5066 HEALTH INSURANCE	3,259.63	19,600.70	23,227.00	3,626.30	84.4
01-47-5067 DEFERRED COMP	1,266.47	7,486.33	3,306.00	(4,180.33)	226.5
01-47-5068 MEDICAL SAVINGS	97.88	603.94	234.00	(369.94)	258.1
01-47-5075 EMPLOYMENT/RECRUITMENT EXPENSE	149.62	185.62	1,000.00	814.38	18.6
01-47-5201 COMPUTER/TECHNOLOGY	44.97	1,404.90	4,000.00	2,595.10	35.1
01-47-5203 UNIFORMS	.00	782.00	1,000.00	218.00	78.2
01-47-5210 OPERATING SUPPLIES	174.43	633.59	3,000.00	2,366.41	21.1
01-47-5212 FURNISHINGS	.00	.00	3,000.00	3,000.00	.0
01-47-5215 REPAIRS & MAINTENANCE	157.62	316.07	20,000.00	19,683.93	1.6
01-47-5216 REPAIR & MAINTENANCE--FLEET	364.77	503.63	5,000.00	4,496.37	10.1
01-47-5253 GAS & OIL	321.68	2,056.92	3,000.00	943.08	68.6
01-47-5300 TELEPHONE	446.12	2,571.63	2,400.00	(171.63)	107.2
01-47-5305 UTILITIES	.00	.00	1,500.00	1,500.00	.0
01-47-5310 TRASH	674.16	855.30	1,500.00	644.70	57.0
01-47-5315 COPIER EXPENSES	.00	.00	900.00	900.00	.0
01-47-5320 PROPERTY & LIABILITY INSURANCE	.00	3,364.75	7,455.00	4,090.25	45.1
01-47-5330 TRAINING	20.30	1,651.84	5,000.00	3,348.16	33.0
01-47-5331 DUES & SUBSCRIPTIONS	.00	540.00	1,500.00	960.00	36.0
01-47-5405 ENGINEERING FEES	1,813.30	8,501.40	55,000.00	46,498.60	15.5
01-47-5700 MISC. EXPENSE	.00	251.84	5,000.00	4,748.16	5.0
TOTAL ENGINEERING	43,103.34	253,561.98	544,865.00	291,303.02	46.5

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

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GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MUNICIPAL COURT</u>					
01-48-5001 SALARIES & WAGES	3,413.45	22,133.91	47,350.00	25,216.09	46.8
01-48-5040 JUDGE	1,000.00	5,000.00	18,400.00	13,400.00	27.2
01-48-5055 OVERTIME	.00	.00	600.00	600.00	.0
01-48-5060 PAYROLL TAXES	258.33	1,679.76	5,076.00	3,396.24	33.1
01-48-5065 WORKERS COMP	9.72	29.19	1,153.00	1,123.81	2.5
01-48-5066 HEALTH INSURANCE	592.86	3,557.16	10,020.00	6,462.84	35.5
01-48-5067 DEFERRED COMP	170.66	1,106.65	2,429.00	1,322.35	45.6
01-48-5068 MEDICAL SAVINGS	6.24	37.44	104.00	66.56	36.0
01-48-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	500.00	500.00	.0
01-48-5201 COMPUTER/TECHNOLOGY	148.40	1,012.40	3,000.00	1,987.60	33.8
01-48-5203 UNIFORMS	.00	.00	200.00	200.00	.0
01-48-5300 TELEPHONE	101.50	253.79	720.00	466.21	35.3
01-48-5320 PROPERTY & LIABILITY INSURANCE	.00	1,345.88	2,982.00	1,636.12	45.1
01-48-5330 TRAINING	.00	.00	500.00	500.00	.0
01-48-5331 DUES & MEMBERSHIPS	.00	22.00	500.00	478.00	4.4
01-48-5455 PROSECUTING ATTORNEY	1,841.00	7,511.00	25,000.00	17,489.00	30.0
01-48-5456 PUBLIC DEFENDER	.00	.00	10,000.00	10,000.00	.0
01-48-5700 MISC. EXPENSE	.00	15.03	500.00	484.97	3.0
TOTAL MUNICIPAL COURT	7,542.16	43,704.21	129,034.00	85,329.79	33.9

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

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GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMUNITY ENGAGEMENT</u>					
01-49-5001 SALARIES & WAGES	13,992.33	73,176.09	144,220.00	71,043.91	50.7
01-49-5055 OVERTIME	.00	87.62	5,000.00	4,912.38	1.8
01-49-5060 PAYROLL TAXES	1,038.49	5,425.15	11,415.00	5,989.85	47.5
01-49-5065 WORKERS COMP	201.19	911.33	3,379.00	2,467.67	27.0
01-49-5066 HEALTH INSURANCE	1,827.42	10,130.84	16,987.00	6,856.16	59.6
01-49-5067 DEFERRED COMP	512.16	2,103.40	1,325.00	(778.40)	158.8
01-49-5068 MEDICAL SAVINGS	49.16	194.96	208.00	13.04	93.7
01-49-5075 EMPLOYMENT/RECRUITMENT EXPENSE	270.10	372.76	1,500.00	1,127.24	24.9
01-49-5201 COMPUTER/TECHNOLOGY	.00	1,424.99	2,500.00	1,075.01	57.0
01-49-5202 PRINTING EXPENSE	.00	3,632.72	10,000.00	6,367.28	36.3
01-49-5203 UNIFORMS	.00	.00	1,000.00	1,000.00	.0
01-49-5205 POSTAGE	.00	.00	2,500.00	2,500.00	.0
01-49-5220 TOWN DECORATIONS	1,012.06	1,189.38	10,000.00	8,810.62	11.9
01-49-5236 COMMUNITY ENGAGEMENT	2,584.50	4,681.19	8,500.00	3,818.81	55.1
01-49-5260 RECREATION PROGRAM	2,091.16	27,254.07	52,320.00	25,065.93	52.1
01-49-5261 COMMUNITY DAY	.00	1,500.00	41,600.00	40,100.00	3.6
01-49-5262 TOWN EVENTS	239.17	24,180.89	59,500.00	35,319.11	40.6
01-49-5265 SENIOR EVENTS	1,548.60	4,946.40	13,550.00	8,603.60	36.5
01-49-5300 TELEPHONE	68.00	368.00	960.00	592.00	38.3
01-49-5320 GENERAL LIABILITY INSURANCE	.00	5,383.58	12,151.00	6,767.42	44.3
01-49-5330 TRAINING	339.00	720.00	2,500.00	1,780.00	28.8
01-49-5331 DUES/MEMBERSHIPS	17.00	5,249.74	5,000.00	(249.74)	105.0
01-49-5349 WELLNESS PROGRAM	514.36	4,983.23	15,000.00	10,016.77	33.2
01-49-5382 SCHOLARSHIPS	.00	.00	1,500.00	1,500.00	.0
01-49-5401 CONSULTANTS	.00	6,750.00	25,000.00	18,250.00	27.0
01-49-5700 MISC. EXPENSE	26.61	14,404.85	21,500.00	7,095.15	67.0
TOTAL COMMUNITY ENGAGEMENT	26,331.31	199,071.19	469,115.00	270,043.81	42.4
<u>NON-DEPARTMENTAL</u>					
01-90-5016 SALARY ADJUSTMENTS	.00	.00	30,000.00	30,000.00	.0
01-90-5804 TRANSFER TO STREET IMPVT FD	93,750.00	187,500.00	375,000.00	187,500.00	50.0
01-90-8151 SPECIAL PROJECTS	.00	.00	75,000.00	75,000.00	.0
01-90-8155 ARPA BROADBAND	(15.36)	11,618.53	1,164,136.00	1,152,517.47	1.0
01-90-8910 CONTINGENCY	.00	.00	355,616.00	355,616.00	.0
TOTAL NON-DEPARTMENTAL	93,734.64	199,118.53	1,999,752.00	1,800,633.47	10.0
TOTAL FUND EXPENDITURES	546,524.33	3,142,175.26	9,298,986.00	6,156,810.74	33.8
NET REVENUE OVER EXPENDITURES	254,925.97	2,189,679.05	6.00	(2,189,673.05)	36494

TOWN OF MEAD
BALANCE SHEET
JUNE 30, 2022

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STREET IMPROVEMENT FUND

ASSETS

04-01-0100	COMBINED CASH	910,067.23	
	TOTAL ASSETS		910,067.23

LIABILITIES AND EQUITY

LIABILITIES

04-02-2000	ACCOUNTS PAYABLE	1,952.50	
	TOTAL LIABILITIES		1,952.50

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	908,114.73	
	BALANCE - CURRENT DATE	908,114.73	
	TOTAL FUND EQUITY		908,114.73
	TOTAL LIABILITIES AND EQUITY		910,067.23

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

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STREET IMPROVEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 10</u>					
04-10-4010 SALES TAX	.00	374,579.88	1,670,723.00	1,296,143.12	22.4
04-10-4030 BUILDING USE TAX	26,738.63	403,512.94	557,715.00	154,202.06	72.4
TOTAL SOURCE 10	26,738.63	778,092.82	2,228,438.00	1,450,345.18	34.9
<u>SOURCE 16</u>					
04-16-4601 TRANSFER FROM GF	93,750.00	187,500.00	375,000.00	187,500.00	50.0
TOTAL SOURCE 16	93,750.00	187,500.00	375,000.00	187,500.00	50.0
TOTAL FUND REVENUE	120,488.63	965,592.82	2,603,438.00	1,637,845.18	37.1
<u>EXPENDITURES--STREET IMP FUND</u>					
04-44-5215 REPAIRS & MAINTENANCE--STREETS	1,952.50	2,474.46	100,000.00	97,525.54	2.5
04-44-5250 ASPHALT/STREET PATCHING	500.00	5,236.00	50,000.00	44,764.00	10.5
04-44-5252 STREET SIGNS & MARKERS	1,927.50	6,717.50	40,000.00	33,282.50	16.8
04-44-5360 STREET SWEEPING	2,520.00	2,520.00	.00	(2,520.00)	.0
04-44-5361 DUST CONTROL	22,948.58	25,153.58	40,000.00	14,846.42	62.9
04-44-5362 GRAVEL	.00	.00	35,000.00	35,000.00	.0
04-44-5365 REPAIR & MAINTENANCE--SEALCOAT	.00	.00	750,000.00	750,000.00	.0
04-44-5366 REPAIR & MAINTENANCE--DRAINAGE	.00	.00	10,000.00	10,000.00	.0
04-44-5367 STREET STRIPING	.00	1,500.00	75,000.00	73,500.00	2.0
04-44-5369 REPAIR & MAINTENANCE--BRIDGES	.00	.00	100,000.00	100,000.00	.0
04-44-5405 ENGINEERING FEES	.00	13,876.55	100,000.00	86,123.45	13.9
04-44-5720 CONTINGENCY	.00	.00	803,438.00	803,438.00	.0
04-44-8151 SPECIAL PROJECTS	.00	.00	500,000.00	500,000.00	.0
TOTAL EXPENDITURES--STREET IMP FUND	29,848.58	57,478.09	2,603,438.00	2,545,959.91	2.2
TOTAL FUND EXPENDITURES	29,848.58	57,478.09	2,603,438.00	2,545,959.91	2.2
NET REVENUE OVER EXPENDITURES	90,640.05	908,114.73	.00	(908,114.73)	.0

TOWN OF MEAD
BALANCE SHEET
JUNE 30, 2022

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CONSERVATION TRUST FUND

ASSETS

05-01-0100	CASH IN COMMON - CTF	95,242.99	
	TOTAL ASSETS		95,242.99

LIABILITIES AND EQUITY

FUND EQUITY

05-02-3001	FUND BALANCE	64,322.85	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	30,920.14	
	BALANCE - CURRENT DATE	30,920.14	
	TOTAL FUND EQUITY		95,242.99
	TOTAL LIABILITIES AND EQUITY		95,242.99

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
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CONSERVATION TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>LOTTERY REVENUE</u>					
05-17-4630	LOTTERY REVENUE	14,232.64	30,761.62	60,000.00	29,238.38	51.3
	TOTAL LOTTERY REVENUE	14,232.64	30,761.62	60,000.00	29,238.38	51.3
	<u>MISCELLANEOUS REVENUE</u>					
05-18-4619	INTEREST & DIVIDEND INCOME	67.93	158.52	20.00	(138.52)	792.6
	TOTAL MISCELLANEOUS REVENUE	67.93	158.52	20.00	(138.52)	792.6
	TOTAL FUND REVENUE	14,300.57	30,920.14	60,020.00	29,099.86	51.5
05-45-5506	CAPITAL OUTLAY--PARKS & EQUIP	.00	.00	106,000.00	106,000.00	.0
	TOTAL DEPARTMENT 45	.00	.00	106,000.00	106,000.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	106,000.00	106,000.00	.0
	NET REVENUE OVER EXPENDITURES	14,300.57	30,920.14	(45,980.00)	(76,900.14)	67.3

TOWN OF MEAD
BALANCE SHEET
JUNE 30, 2022

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SEWER FUND

ASSETS

06-01-0100	COMBINED CASH	1,507,775.12	
06-01-1305	ACCUM DEPRECIATION - PLANT & E	(3,228,332.32)	
06-01-1306	A/R-UTILITY BILLING	97,343.02	
06-01-1501	LAND - SF OP	294,834.95	
06-01-1502	LAND IMPROV. - SF OP	322,159.37	
06-01-1503	SEWER LINES	1,025,308.44	
06-01-1504	BUILDING - SF OP	281,750.60	
06-01-1506	MACH. & EQUIP. - SF OP	179,757.28	
06-01-1507	TREATMENT PLANT - SF NON OP	6,496,730.44	
06-01-1510	CONSTRUCTION IN PROGRESS	5,794.00	
TOTAL ASSETS			6,983,120.90

LIABILITIES AND EQUITY

LIABILITIES

06-02-2000	ACCOUNTS PAYABLE	9,637.73	
06-02-2005	RETAINAGE PAYABLE	14,622.32	
06-02-2200	LOAN PAYABLE CWRPDA--LT	1,471,196.31	
06-02-2201	LOAN PAYABLE CWRPDA--CURRENT	76,793.89	
06-02-2310	EMPLOYEE HEALTH INS. PAYABLE	(1,504.99)	
06-02-2312	WORKERS COMP INSURANCE PAYABLE	132.37	
06-02-2314	401(A) CONTRIBUTIONS PAYABLE	221.84	
06-02-2400	FED. WITHHOLDING TAX PAYABLE	9.42	
06-02-2401	SOCIAL SECURITY TAX PAYABLE	25.34	
06-02-2402	MEDICARE TAX PAYABLE	5.93	
06-02-2404	STATE UNEMPLOYMENT TAX PAYABLE	76.54	
06-02-2410	MISC PAYROLL PAYABLE	4,545.49	
06-02-2500	ACC'D COMPENSATED ABS--CURRENT	906.96	
06-02-2501	ACCR'D COMPENSATED ABSENCES-LT	8,162.64	
06-02-2502	ACCRUED INT PAYABLE--CWRPDA	22,510.35	
06-02-2601	BOND PREMIUM--UNAMORTIZED	53,756.12	
TOTAL LIABILITIES			1,661,098.26

FUND EQUITY

06-02-3001	FUND BALANCE	4,566,212.44	
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	315,410.20	
BALANCE - CURRENT DATE		755,810.20	
TOTAL FUND EQUITY			5,322,022.64
TOTAL LIABILITIES AND EQUITY			6,983,120.90

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

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SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CHARGES FOR SERVICES</u>					
06-11-4150 SEWER USER FEES	78,153.27	439,607.96	888,667.00	449,059.04	49.5
06-11-4160 SEWER LATE/NSF FEES	1,250.00	7,644.74	18,092.00	10,447.26	42.3
06-11-4165 SEWER TAP FEES	6,338.00	550,755.00	480,745.00	(70,010.00)	114.6
TOTAL CHARGES FOR SERVICES	85,741.27	998,007.70	1,387,504.00	389,496.30	71.9
<u>MISCELLANEOUS REVENUE</u>					
06-18-4619 INTEREST & DIVIDEND INCOME	1,264.40	3,154.36	1,000.00	(2,154.36)	315.4
06-18-4620 MISC. INCOME	.00	.00	1,000.00	1,000.00	.0
TOTAL MISCELLANEOUS REVENUE	1,264.40	3,154.36	2,000.00	(1,154.36)	157.7
TOTAL FUND REVENUE	87,005.67	1,001,162.06	1,389,504.00	388,341.94	72.1
<u>ADMINISTRATION</u>					
06-40-5001 SALARIES & WAGES	12,211.03	70,833.19	159,981.00	89,147.81	44.3
06-40-5055 OVERTIME	821.27	1,538.78	2,000.00	461.22	76.9
06-40-5060 PAYROLL TAXES	975.75	5,401.29	12,392.00	6,990.71	43.6
06-40-5065 WORKERS COMP	515.37	1,874.94	2,186.00	311.06	85.8
06-40-5066 HEALTH INSURANCE	1,931.73	11,517.23	34,689.00	23,171.77	33.2
06-40-5067 DEFERRED COMP/RETIREMENT	487.45	3,123.58	7,153.00	4,029.42	43.7
06-40-5068 MEDICAL SAVINGS	41.84	261.60	274.00	12.40	95.5
06-40-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	500.00	500.00	.0
06-40-5201 COMPUTER / TECHNOLOGY	371.00	2,531.00	4,500.00	1,969.00	56.2
06-40-5205 POSTAGE	357.10	1,783.70	5,000.00	3,216.30	35.7
06-40-5254 UNIFORMS	.00	.00	914.00	914.00	.0
06-40-5300 TELEPHONE	116.52	428.05	720.00	291.95	59.5
06-40-5320 GENERAL LIABILITY INSURANCE	.00	3,364.75	7,455.00	4,090.25	45.1
06-40-5331 DUES AND MEMBERSHIP	.00	1,000.00	828.00	(172.00)	120.8
06-40-5400 LEGAL FEES	783.69	3,913.40	9,720.00	5,806.60	40.3
06-40-5401 CONSULTING FEES	830.52	4,423.84	.00	(4,423.84)	.0
06-40-5405 ENGINEERING FEES	816.64	7,888.04	30,000.00	22,111.96	26.3
06-40-5410 PLANNING/CONSULTANTS	164.62	828.22	2,040.00	1,211.78	40.6
06-40-5415 AUDIT FEES	1,555.50	6,595.50	6,596.00	.50	100.0
06-40-5460 ADMINISTRATIVE OVERHEAD	.00	.00	6,539.00	6,539.00	.0
06-40-5700 MISC. EXPENSE	.00	.00	500.00	500.00	.0
06-40-5705 MILEAGE	25.00	150.00	150.00	.00	100.0
TOTAL ADMINISTRATION	22,005.03	127,457.11	294,137.00	166,679.89	43.3

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SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS</u>					
06-47-5210 OPERATING SUPPLIES	.00	236.06	1,500.00	1,263.94	15.7
06-47-5215 REPAIRS & MAINT	.00	20,221.92	95,360.00	75,138.08	21.2
06-47-5227 CHEMICALS	.00	360.00	1,800.00	1,440.00	20.0
06-47-5231 SLUDGE DISPOSAL	3,354.00	26,283.37	97,850.00	71,566.63	26.9
06-47-5248 SEWER LINE REPAIRS	.00	.00	15,000.00	15,000.00	.0
06-47-5253 GAS & OIL	771.41	3,429.75	5,000.00	1,570.25	68.6
06-47-5305 UTILITIES	4,267.48	23,975.99	60,270.00	36,294.01	39.8
06-47-5310 TRASH	89.26	535.56	1,071.00	535.44	50.0
06-47-5363 WEED CONTROL	.00	.00	1,000.00	1,000.00	.0
06-47-5369 EQUIPMENT RENTAL	.00	.00	1,000.00	1,000.00	.0
06-47-5390 SEWER MAINT. CONTRACT	5,043.84	25,624.53	57,750.00	32,125.47	44.4
06-47-5391 SEWER TESTING	675.96	3,028.44	6,000.00	2,971.56	50.5
06-47-5392 LINE LOCATOR	432.90	3,156.40	6,000.00	2,843.60	52.6
06-47-5393 STATE DISCHARGE PERMIT	115.00	840.11	3,500.00	2,659.89	24.0
06-47-5394 SEWER LINE FLUSHING	.00	.00	50,000.00	50,000.00	.0
06-47-5551 CAPITAL OUTLAY--GRIT PUMPS/DIG	.00	61,176.00	.00	(61,176.00)	.0
06-47-5552 CAPITAL OUTLAY--WAS PUMPS	1,656.00	2,266.00	.00	(2,266.00)	.0
06-47-5553 CAPITAL OUTLAY--PLC UPGRADES	1,006.27	127,249.01	.00	(127,249.01)	.0
06-47-5556 CAPITAL OUTLAY--CIPP	125,035.71	130,321.14	225,000.00	94,678.86	57.9
06-47-5557 CAPITAL OUTLAY-HEADWORKS MECH	7,644.41	14,513.21	400,000.00	385,486.79	3.6
06-47-5720 CONTINGENCIES	.00	.00	5,000.00	5,000.00	.0
TOTAL OPERATIONS	150,092.24	443,217.49	1,033,101.00	589,883.51	42.9
<u>DEPARTMENT 58</u>					
06-58-5809 TRF TO MUNICIPAL FACILITIES FD	25,000.00	50,000.00	100,000.00	50,000.00	50.0
TOTAL DEPARTMENT 58	25,000.00	50,000.00	100,000.00	50,000.00	50.0
<u>DEPARTMENT 98</u>					
06-98-9801 2007 CWRPDA LOAN--PRINCIPAL	.00	38,064.83	76,794.00	38,729.17	49.6
06-98-9802 2007 CWRPDA LOAN--INTEREST	.00	27,012.43	53,361.00	26,348.57	50.6
TOTAL DEPARTMENT 98	.00	65,077.26	130,155.00	65,077.74	50.0
TOTAL FUND EXPENDITURES	197,097.27	685,751.86	1,557,393.00	871,641.14	44.0
NET REVENUE OVER EXPENDITURES	(110,091.60)	315,410.20	(167,889.00)	(483,299.20)	187.9

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POLICE FUND

ASSETS

08-01-0100	CASH IN COMMON - POLICE	230,145.02	
	TOTAL ASSETS		230,145.02

LIABILITIES AND EQUITY

FUND EQUITY

08-02-3001	FUND BALANCE	132,471.97	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	97,673.05	
	BALANCE - CURRENT DATE	97,673.05	
	TOTAL FUND EQUITY		230,145.02
	TOTAL LIABILITIES AND EQUITY		230,145.02

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POLICE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
08-11-4165 IMPACT FEES	11,247.00	103,322.39	196,101.00	92,778.61	52.7
TOTAL SOURCE 11	11,247.00	103,322.39	196,101.00	92,778.61	52.7
 <u>SOURCE 18</u>					
08-18-4619 INTEREST & DIVIDEND INCOME	193.00	428.36	25.00	(403.36)	1713.4
TOTAL SOURCE 18	193.00	428.36	25.00	(403.36)	1713.4
 TOTAL FUND REVENUE	 11,440.00	 103,750.75	 196,126.00	 92,375.25	 52.9
 <u>DEPARTMENT 42</u>					
08-42-5491 VEHICLE LEASE EXPENSES	1,012.95	6,077.70	41,120.00	35,042.30	14.8
08-42-5500 CAPITAL OUTLAY	.00	.00	9,725.00	9,725.00	.0
08-42-5511 CAPITAL OUTLAY--BLDGS & IMPVTS	.00	.00	200,000.00	200,000.00	.0
TOTAL DEPARTMENT 42	1,012.95	6,077.70	250,845.00	244,767.30	2.4
 TOTAL FUND EXPENDITURES	 1,012.95	 6,077.70	 250,845.00	 244,767.30	 2.4
 NET REVENUE OVER EXPENDITURES	 10,427.05	 97,673.05	 (54,719.00)	 (152,392.05)	 178.5

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MUNICIPAL FACILITIES FUND

ASSETS

09-01-0100	COMBINED CASH	3,786,958.30	
09-01-1309	LAND	5,000.00	
	TOTAL ASSETS		3,791,958.30

LIABILITIES AND EQUITY

LIABILITIES

09-02-2000	ACCOUNTS PAYABLE	2,190.36	
09-02-2005	RETAINAGE PAYABLE	134,883.94	
	TOTAL LIABILITIES		137,074.30

FUND EQUITY

09-02-3003	FUND BALANCE-MUNICIPAL	4,866,547.06	
09-02-3004	FUND BALANCE-RECREATION	446,649.61	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	(1,658,312.67)	
	BALANCE - CURRENT DATE	(1,658,312.67)	
	TOTAL FUND EQUITY		3,654,884.00
	TOTAL LIABILITIES AND EQUITY		3,791,958.30

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MUNICIPAL FACILITIES FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>FEES</u>					
09-11-4165	IMPACT FEES	87,330.00	662,326.84	1,560,103.00	897,776.16	42.5
	TOTAL FEES	87,330.00	662,326.84	1,560,103.00	897,776.16	42.5
	<u>GRANTS</u>					
09-15-4545	GRANTS	.00	182,637.48	350,000.00	167,362.52	52.2
	TOTAL GRANTS	.00	182,637.48	350,000.00	167,362.52	52.2
	<u>SOURCE 16</u>					
09-16-4806	TRANSFER FROM SEWER FUND	25,000.00	50,000.00	100,000.00	50,000.00	50.0
	TOTAL SOURCE 16	25,000.00	50,000.00	100,000.00	50,000.00	50.0
	<u>MISCELLANEOUS REVENUE</u>					
09-18-4619	INTEREST & DIVIDEND INCOME	3,175.68	8,158.33	2,269.00	(5,889.33)	359.6
	TOTAL MISCELLANEOUS REVENUE	3,175.68	8,158.33	2,269.00	(5,889.33)	359.6
	TOTAL FUND REVENUE	115,505.68	903,122.65	2,012,372.00	1,109,249.35	44.9
	<u>ADMINISTRATION</u>					
09-40-5410	PLANNING/CONSULTANTS	.00	.00	100,000.00	100,000.00	.0
	TOTAL ADMINISTRATION	.00	.00	100,000.00	100,000.00	.0
	<u>DEPARTMENT 44</u>					
09-44-5602	LEASE PURCH PRIN--2021 TRUCK 2	.00	.00	38,287.00	38,287.00	.0
09-44-5603	LEASE PURCH INT--2021 TRUCK 2	.00	.00	4,956.00	4,956.00	.0
09-44-5604	2021 LEASE PURCH PRIN--TRUCK 1	.00	39,470.18	39,470.00	(.18)	100.0
09-44-5605	2021 LEASE PURCH INT--TRUCK 1	.00	3,773.00	3,773.00	.00	100.0
	TOTAL DEPARTMENT 44	.00	43,243.18	86,486.00	43,242.82	50.0

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MUNICIPAL FACILITIES FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 45</u>					
09-45-5491 VEHICLE LEASE EXPENSES	3,449.79	20,711.36	45,047.00	24,335.64	46.0
TOTAL DEPARTMENT 45	3,449.79	20,711.36	45,047.00	24,335.64	46.0
<u>EXPENDITURES</u>					
09-50-5212 FURNISHINGS	.00	.00	50,000.00	50,000.00	.0
09-50-5500 CAPITAL OUTLAY	.00	.00	350,000.00	350,000.00	.0
09-50-5505 CAPITAL OUTLAY--OFFICE EQ	.00	.00	50,000.00	50,000.00	.0
09-50-5511 CAPITAL OUTLAY--PW FACILITY	507,084.73	2,243,318.45	4,420,000.00	2,176,681.55	50.8
09-50-5512 CAPITAL OUTLAY--TH IMPRVMTS	.00	.00	50,000.00	50,000.00	.0
09-50-5720 CONTINGENCIES	.00	.00	663,000.00	663,000.00	.0
TOTAL EXPENDITURES	507,084.73	2,243,318.45	5,583,000.00	3,339,681.55	40.2
<u>DEPARTMENT 51</u>					
09-51-5500 CAPITAL OUTLAY	4,785.32	254,162.33	487,249.00	233,086.67	52.2
TOTAL DEPARTMENT 51	4,785.32	254,162.33	487,249.00	233,086.67	52.2
TOTAL FUND EXPENDITURES	515,319.84	2,561,435.32	6,301,782.00	3,740,346.68	40.7
NET REVENUE OVER EXPENDITURES	(399,814.16)	(1,658,312.67)	(4,289,410.00)	(2,631,097.33)	(38.7)

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DOWNTOWN FUND

ASSETS

11-01-0100	COMBINED CASH	15,129.22	
	TOTAL ASSETS		15,129.22

LIABILITIES AND EQUITY

LIABILITIES

11-02-2000	ACCOUNTS PAYABLE	95.36	
	TOTAL LIABILITIES		95.36

FUND EQUITY

11-02-3001	FUND BALANCE	32,133.03	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	(17,099.17)	
	BALANCE - CURRENT DATE	(17,099.17)	
	TOTAL FUND EQUITY		15,033.86
	TOTAL LIABILITIES AND EQUITY		15,129.22

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DOWNTOWN FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>MISCELLANEOUS REVENUE</u>					
11-18-4619	INTEREST & DIVIDEND INCOME	12.69	45.28	.00	(45.28)	.0
	TOTAL MISCELLANEOUS REVENUE	12.69	45.28	.00	(45.28)	.0
	TOTAL FUND REVENUE	12.69	45.28	.00	(45.28)	.0
	<u>ADMINISTRATION</u>					
11-40-5210	BANNERS & SIGNAGE	245.72	421.50	8,652.00	8,230.50	4.9
11-40-5500	CAPITAL OUTLAY	.00	16,722.95	15,000.00	(1,722.95)	111.5
	TOTAL ADMINISTRATION	245.72	17,144.45	23,652.00	6,507.55	72.5
	TOTAL FUND EXPENDITURES	245.72	17,144.45	23,652.00	6,507.55	72.5
	NET REVENUE OVER EXPENDITURES	(233.03)	(17,099.17)	(23,652.00)	(6,552.83)	(72.3)

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STORM DRAINAGE FUND

ASSETS

13-01-0100	COMBINED CASH	64,903.44	
	TOTAL ASSETS		64,903.44

LIABILITIES AND EQUITY

FUND EQUITY

13-02-3001	FUND BALANCE	110,872.36	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	(45,968.92)	
	BALANCE - CURRENT DATE	(45,968.92)	
	TOTAL FUND EQUITY		64,903.44
	TOTAL LIABILITIES AND EQUITY		64,903.44

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STORM DRAINAGE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>MISCELLANEOUS REVENUE</u>					
13-18-4619	INTEREST & DIVIDEND INCOME	54.43	153.30	150.00	(3.30)	102.2
	TOTAL MISCELLANEOUS REVENUE	54.43	153.30	150.00	(3.30)	102.2
	TOTAL FUND REVENUE	54.43	153.30	150.00	(3.30)	102.2
	<u>ADMINISTRATION</u>					
13-40-5500	CAPITAL OUTLAY	.00	9,787.22	25,000.00	15,212.78	39.2
13-40-5525	CAPITAL OUTLAY--WIND WALL	.00	2,835.00	.00	(2,835.00)	.0
	TOTAL ADMINISTRATION	.00	12,622.22	25,000.00	12,377.78	50.5
	<u>TRANSFERS OUT</u>					
13-90-5914	TRANSFER TO TRANSPORTATION FD	16,750.00	33,500.00	67,001.00	33,501.00	50.0
	TOTAL TRANSFERS OUT	16,750.00	33,500.00	67,001.00	33,501.00	50.0
	TOTAL FUND EXPENDITURES	16,750.00	46,122.22	92,001.00	45,878.78	50.1
	NET REVENUE OVER EXPENDITURES	(16,695.57)	(45,968.92)	(91,851.00)	(45,882.08)	(50.1)

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TRANSPORTATION FUND

ASSETS

14-01-0100	COMBINED CASH	5,576,209.28	
	TOTAL ASSETS		5,576,209.28

LIABILITIES AND EQUITY

LIABILITIES

14-02-2000	ACCOUNTS PAYABLE	1,950.00	
14-02-2005	RETAINAGE PAYABLE	89,734.28	
	TOTAL LIABILITIES		91,684.28

FUND EQUITY

14-02-3001	FUND BALANCE	3,405,248.02	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	2,079,276.98	
	BALANCE - CURRENT DATE	2,079,276.98	
	TOTAL FUND EQUITY		5,484,525.00
	TOTAL LIABILITIES AND EQUITY		5,576,209.28

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TRANSPORTATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>FEES</u>					
14-11-4165	IMPACT FEES	134,230.20	1,475,315.71	2,682,344.00	1,207,028.29	55.0
	TOTAL FEES	134,230.20	1,475,315.71	2,682,344.00	1,207,028.29	55.0
	<u>GRANTS</u>					
14-15-4570	GRANTS	.00	29,463.57	620,000.00	590,536.43	4.8
	TOTAL GRANTS	.00	29,463.57	620,000.00	590,536.43	4.8
	<u>SOURCE 16</u>					
14-16-4813	TRANSFER FROM STORM DRAINAGE	16,750.00	33,500.00	67,001.00	33,501.00	50.0
14-16-4820	TRANSFER FROM MURA	312,500.00	625,000.00	1,250,000.00	625,000.00	50.0
	TOTAL SOURCE 16	329,250.00	658,500.00	1,317,001.00	658,501.00	50.0
	<u>MISCELLANEOUS REVENUE</u>					
14-18-4619	INTEREST & DIVIDEND INCOME	4,676.12	9,859.09	2,000.00	(7,859.09)	493.0
	TOTAL MISCELLANEOUS REVENUE	4,676.12	9,859.09	2,000.00	(7,859.09)	493.0
	TOTAL FUND REVENUE	468,156.32	2,173,138.37	4,621,345.00	2,448,206.63	47.0
	<u>EXPENDITURES</u>					
14-40-5405	ENGINEERING FEES	.00	7,726.32	30,000.00	22,273.68	25.8
14-40-5500	CAPITAL OUTLAY--WELKER/3RD	7,020.32	30,478.07	4,525,000.00	4,494,521.93	.7
14-40-5501	CAPITAL OUTLAY--SAFE RTESTOSCH	.00	.00	400,000.00	400,000.00	.0
14-40-5505	CAPITAL OUTLAY--3RD ST.& TRAIL	.00	55,657.00	.00	(55,657.00)	.0
14-40-5562	CAPITAL OUTLAY-Y BRIDGE DESIGN	.00	.00	125,000.00	125,000.00	.0
14-40-5563	CAPITAL OUTLAY-Z BRIDGE DESIGN	.00	.00	125,000.00	125,000.00	.0
14-40-5564	CAPITAL OUTLAY--WING WALL	.00	.00	100,000.00	100,000.00	.0
14-40-5565	CAPITAL OUTLAY-SH66/CR7 UNDER	.00	.00	375,000.00	375,000.00	.0
14-40-5591	CAPITAL OUTLAY-X BRIDGE DESIGN	.00	.00	175,000.00	175,000.00	.0
14-40-5720	CONTINGENCIES	.00	.00	47,500.00	47,500.00	.0
	TOTAL EXPENDITURES	7,020.32	93,861.39	5,902,500.00	5,808,638.61	1.6
	TOTAL FUND EXPENDITURES	7,020.32	93,861.39	5,902,500.00	5,808,638.61	1.6
	NET REVENUE OVER EXPENDITURES	461,136.00	2,079,276.98	(1,281,155.00)	(3,360,431.98)	162.3

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PARKS & OPEN SPACE

ASSETS

18-01-0100	CASH IN COMMON - PARKS & OPEN	1,540,707.49	
	TOTAL ASSETS		1,540,707.49

LIABILITIES AND EQUITY

LIABILITIES

18-02-2005	RETAINAGE PAYABLE	20,303.02	
	TOTAL LIABILITIES		20,303.02

FUND EQUITY

18-02-3001	FUND BALANCE	1,167,514.38	
18-02-3005	FUND BALANCE - OPEN SPACE	637,109.78	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	(284,219.69)	
	BALANCE - CURRENT DATE	(284,219.69)	
	TOTAL FUND EQUITY		1,520,404.47
	TOTAL LIABILITIES AND EQUITY		1,540,707.49

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PARKS & OPEN SPACE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>FEEES</u>					
18-11-4165	IMPACT FEES	42,270.00	154,990.00	744,077.00	589,087.00	20.8
	TOTAL FEES	42,270.00	154,990.00	744,077.00	589,087.00	20.8
	<u>MISCELLANEOUS REVENUE</u>					
18-18-4619	INTEREST & DIVIDEND INCOME	1,292.01	3,276.95	1,200.00	(2,076.95)	273.1
	TOTAL MISCELLANEOUS REVENUE	1,292.01	3,276.95	1,200.00	(2,076.95)	273.1
	TOTAL FUND REVENUE	43,562.01	158,266.95	745,277.00	587,010.05	21.2
	<u>ADMINISTRATION</u>					
18-40-5500	CAPITAL OUTLAY	39,783.76	408,067.44	400,000.00	(8,067.44)	102.0
18-40-5720	CONTINGENCIES	.00	.00	200,000.00	200,000.00	.0
	TOTAL ADMINISTRATION	39,783.76	408,067.44	600,000.00	191,932.56	68.0
	<u>DEPARTMENT 45</u>					
18-45-5500	CAPITAL OUTLAY	.00	27,706.00	18,333.00	(9,373.00)	151.1
	TOTAL DEPARTMENT 45	.00	27,706.00	18,333.00	(9,373.00)	151.1
	<u>CAPITAL PROJECTS</u>					
18-52-5500	CAPITAL OUTLAY	.00	6,713.20	168,000.00	161,286.80	4.0
	TOTAL CAPITAL PROJECTS	.00	6,713.20	168,000.00	161,286.80	4.0
	TOTAL FUND EXPENDITURES	39,783.76	442,486.64	786,333.00	343,846.36	56.3
	NET REVENUE OVER EXPENDITURES	3,778.25	(284,219.69)	(41,056.00)	243,163.69	(692.3)

TOWN OF MEAD
BALANCE SHEET
JUNE 30, 2022

Section 9, Item b.

CAPITAL IMPROVEMENT FUND

ASSETS

19-01-0100	COMBINED CASH	301,405.01	
	TOTAL ASSETS		301,405.01

LIABILITIES AND EQUITY

FUND EQUITY

19-02-3001	FUND BALANCE	925,415.32	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	(624,010.31)	
	BALANCE - CURRENT DATE	(624,010.31)	
	TOTAL FUND EQUITY		301,405.01
	TOTAL LIABILITIES AND EQUITY		301,405.01

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

Section 9, Item b.

CAPITAL IMPROVEMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>MISCELLANEOUS REVENUE</u>					
19-18-4619	INTEREST & DIVIDEND INCOME	252.75	989.69	3,500.00	2,510.31	28.3
	TOTAL MISCELLANEOUS REVENUE	252.75	989.69	3,500.00	2,510.31	28.3
	TOTAL FUND REVENUE	252.75	989.69	3,500.00	2,510.31	28.3
	<u>DEPARTMENT 46</u>					
19-46-5914	TRANSFER TO TRANSP. FUND	312,500.00	625,000.00	1,250,000.00	625,000.00	50.0
	TOTAL DEPARTMENT 46	312,500.00	625,000.00	1,250,000.00	625,000.00	50.0
	TOTAL FUND EXPENDITURES	312,500.00	625,000.00	1,250,000.00	625,000.00	50.0
	NET REVENUE OVER EXPENDITURES	(312,247.25)	(624,010.31)	(1,246,500.00)	(622,489.69)	(50.1)

TOWN OF MEAD
BALANCE SHEET
JUNE 30, 2022

Section 9, Item b.

MEAD URBAN RENEWAL AUTHORITY

ASSETS

20-01-0100	COMBINED CASH	5,393,572.01	
20-01-1250	PROPERTY TAX RECEIVABLE	2,419,438.00	
20-01-1301	A/R - MURA	610.60	
	TOTAL ASSETS		7,813,620.61

LIABILITIES AND EQUITY

LIABILITIES

20-02-2000	ACCOUNTS PAYABLE	518.50	
20-02-2310	EMPLOYEE HEALTH INS. PAYABLE	(375.49)	
20-02-2312	WORKERS COMP INSURANCE PAYABLE	249.15	
20-02-2314	401(A) CONTRIBUTIONS PAYABLE	1,109.26	
20-02-2404	STATE UNEMPLOYMENT TAX PAYABLE	90.37	
20-02-2410	MISC PAYROLL PAYABLE	5,832.86	
20-02-2700	DEFERRED INFLOWS- PROPERTY TAX	2,419,438.00	
	TOTAL LIABILITIES		2,426,862.65

FUND EQUITY

20-02-3001	FUND BALANCE	3,518,577.66	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	1,868,180.30	
	BALANCE - CURRENT DATE	1,868,180.30	
	TOTAL FUND EQUITY		5,386,757.96
	TOTAL LIABILITIES AND EQUITY		7,813,620.61

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

Section 9, Item b.

MEAD URBAN RENEWAL AUTHORITY

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>TAXES</u>					
20-10-4050	TAX INCREMENT REVENUE (TIF)	199,298.89	2,039,173.28	2,424,921.00	385,747.72	84.1
	TOTAL TAXES	199,298.89	2,039,173.28	2,424,921.00	385,747.72	84.1
	<u>FEES</u>					
20-11-4110	ADMINISTRATIVE FEE	3,099.00	6,198.00	12,396.00	6,198.00	50.0
	TOTAL FEES	3,099.00	6,198.00	12,396.00	6,198.00	50.0
	<u>MISCELLANEOUS REVENUE</u>					
20-18-4619	INTEREST & DIVIDEND INCOME	4,522.96	9,765.08	3,153.00	(6,612.08)	309.7
	TOTAL MISCELLANEOUS REVENUE	4,522.96	9,765.08	3,153.00	(6,612.08)	309.7
	TOTAL FUND REVENUE	206,920.85	2,055,136.36	2,440,470.00	385,333.64	84.2
	<u>ADMINISTRATION</u>					
20-40-5001	SALARIES & WAGES	13,311.58	87,287.41	177,730.00	90,442.59	49.1
20-40-5055	OVERTIME	.00	.89	.00	(.89)	.0
20-40-5060	PAYROLL TAXES	998.21	6,573.48	13,596.00	7,022.52	48.4
20-40-5065	WORKERS COMP	181.21	742.87	550.00	(192.87)	135.1
20-40-5066	HEALTH INSURANCE	1,831.93	10,933.14	22,050.00	11,116.86	49.6
20-40-5067	DEFERRED COMP/RETIREMENT	868.66	5,723.44	2,281.00	(3,442.44)	250.9
20-40-5068	MEDICAL SAVINGS	45.86	275.16	117.00	(158.16)	235.2
20-40-5100	TIF REVENUE SHARING	3,099.00	6,198.00	1,396,953.00	1,390,755.00	.4
20-40-5300	TELEPHONE	36.50	219.00	100.00	(119.00)	219.0
20-40-5320	GENERAL LIABILITY INSURANCE	.00	1,345.88	2,982.00	1,636.12	45.1
20-40-5400	LEGAL FEES	886.11	2,043.10	40,000.00	37,956.90	5.1
20-40-5401	CONSULTING FEES	742.04	4,044.01	40,000.00	35,955.99	10.1
20-40-5415	AUDIT FEES	518.50	2,198.50	2,199.00	.50	100.0
20-40-5425	COUNTY TREASURER'S FEE	2,989.47	30,587.52	36,374.00	5,786.48	84.1
20-40-5427	TIF ADVANCE	.00	.00	1,000,000.00	1,000,000.00	.0
20-40-5500	CAPITAL OUTLAY	.00	27,232.71	33,333.00	6,100.29	81.7
20-40-5700	MISC. EXPENSE	800.95	800.95	.00	(800.95)	.0
20-40-5705	MILEAGE	125.00	750.00	.00	(750.00)	.0
	TOTAL ADMINISTRATION	26,435.02	186,956.06	2,768,265.00	2,581,308.94	6.8
	TOTAL FUND EXPENDITURES	26,435.02	186,956.06	2,768,265.00	2,581,308.94	6.8
	NET REVENUE OVER EXPENDITURES	180,485.83	1,868,180.30	(327,795.00)	(2,195,975.30)	569.9

TOWN OF MEAD
BALANCE SHEET
JUNE 30, 2022

Section 9, Item b.

ART IN PUBLIC PLACES FUND

LIABILITIES AND EQUITY

FUND EQUITY

21-02-3001	FUND BALANCE		6,100.74	
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	(	6,100.74)	
	BALANCE - CURRENT DATE		(	6,100.74)
	TOTAL FUND EQUITY			.00
	TOTAL LIABILITIES AND EQUITY			.00

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

Section 9, Item b.

ART IN PUBLIC PLACES FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>MISCELLANEOUS REVENUE</u>					
21-18-4619	INTEREST & DIVIDEND INCOME	.00	6.26	6.00	(.26)	104.3
	TOTAL MISCELLANEOUS REVENUE	.00	6.26	6.00	(.26)	104.3
	TOTAL FUND REVENUE	.00	6.26	6.00	(.26)	104.3
	<u>ADMINISTRATION</u>					
21-40-5500	CAPITAL OUTLAY	.00	6,107.00	6,107.00	.00	100.0
	TOTAL ADMINISTRATION	.00	6,107.00	6,107.00	.00	100.0
	TOTAL FUND EXPENDITURES	.00	6,107.00	6,107.00	.00	100.0
	NET REVENUE OVER EXPENDITURES	.00	(6,100.74)	(6,101.00)	(.26)	(100.0)

Report Criteria:

Report type: GL detail

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
07/22	07/25/2022	35173	4imprint, Inc	10134710	01-49-5260	Rec Program Swag	1,117.75
Total 35173:							1,117.75
07/22	07/25/2022	35174	4RIVERS EQUIPMENT	1301623	01-44-5216	R.O.W. mower	105.65
Total 35174:							105.65
07/22	07/25/2022	35175	A-1 Natural Arbor Care	1284	01-45-5371	Founders Park West. Remove 2" and lar	4,800.00
Total 35175:							4,800.00
07/22	07/25/2022	35176	AMAZON CAPITAL SERVICES	1GRK-6QQD	01-49-5260	Rec Program	10.39
07/22	07/25/2022	35176	AMAZON CAPITAL SERVICES	1JD4-7XKK-	01-42-5210	PD operating supplies	144.87
07/22	07/25/2022	35176	AMAZON CAPITAL SERVICES	1PNC-DL6R	01-40-5210	Operating supplies	242.34
07/22	07/25/2022	35176	AMAZON CAPITAL SERVICES	1PNC-DL6R	01-47-5210	Operating supplies	121.17
07/22	07/25/2022	35176	AMAZON CAPITAL SERVICES	1QTF-6V4G-	01-49-5700	TWTH	46.98
07/22	07/25/2022	35176	AMAZON CAPITAL SERVICES	1VH-HYX6-9	01-41-5841	Ribbon Ceremony	64.58
07/22	07/25/2022	35176	AMAZON CAPITAL SERVICES	1YKF-MQTJ-	01-40-5200	Office operating supplies	11.99
07/22	07/25/2022	35176	AMAZON CAPITAL SERVICES	1YKF-MQTJ-	01-42-5210	PD operating supplies	39.98
Total 35176:							682.30
07/22	07/25/2022	35177	Arborado, LLC	1669	01-45-5371	Founders Park, Margill Park, Feather Rid	920.00
Total 35177:							920.00
07/22	07/25/2022	35178	BK Tire	21203	01-42-5216	Vehicle Maintenance	329.58
Total 35178:							329.58
07/22	07/25/2022	35179	BMI	43501006	01-49-5331	Music License	809.21
Total 35179:							809.21
07/22	07/25/2022	35180	CARDMEMBER SERVICE	3448 06202	01-42-5255	Rifle Sight	299.99
07/22	07/25/2022	35180	CARDMEMBER SERVICE	3448 06202	01-42-5330	Training	180.00
07/22	07/25/2022	35180	CARDMEMBER SERVICE	3448 06202	01-42-5330	Membership	20.00
07/22	07/25/2022	35180	CARDMEMBER SERVICE	3448 06202	01-42-5216	Car wash	12.00
07/22	07/25/2022	35180	CARDMEMBER SERVICE	3448 06202	01-42-5255	Rifle Sight	369.99
07/22	07/25/2022	35180	CARDMEMBER SERVICE	3448 06202	01-42-5330	Training Gun parts	52.95
07/22	07/25/2022	35180	CARDMEMBER SERVICE	3448 06202	01-42-5330	Conference reimbursement	550.00-
Total 35180:							384.93
07/22	07/25/2022	35181	CARQUEST AUTO PARTS	14760-32377	01-45-5210	Fleet repairs	343.98
07/22	07/25/2022	35181	CARQUEST AUTO PARTS	14760-32377	01-45-5210	Fleet repairs	44.00-
07/22	07/25/2022	35181	CARQUEST AUTO PARTS	14760-32377	01-45-5210	Fleet repairs	7.49
07/22	07/25/2022	35181	CARQUEST AUTO PARTS	14760-32377	01-44-5216	Fleet repairs	107.32
07/22	07/25/2022	35181	CARQUEST AUTO PARTS	14760-32377	01-47-5216	Fleet repairs	20.60
07/22	07/25/2022	35181	CARQUEST AUTO PARTS	14760-32377	01-47-5216	Fleet repairs	8.74
07/22	07/25/2022	35181	CARQUEST AUTO PARTS	14760-32377	01-47-5216	Fleet repairs	30.49
07/22	07/25/2022	35181	CARQUEST AUTO PARTS	14760-32377	01-44-5216	Fleet repairs	5.39

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 35181:							480.01
07/22	07/25/2022	35182	CASELLE	118244	01-40-5201	Support 08/2022	816.20
07/22	07/25/2022	35182	CASELLE	118244	01-42-5201	Support 08/2022	148.40
07/22	07/25/2022	35182	CASELLE	118244	01-48-5201	Support 08/2022	148.40
07/22	07/25/2022	35182	CASELLE	118244	06-40-5201	Support 08/2022	371.00
Total 35182:							1,484.00
07/22	07/25/2022	35183	CEBT	INV 0049875	01-02-2310	Health Insurance 08/01/22	41,122.93
07/22	07/25/2022	35183	CEBT	INV 0049875	06-02-2310	Health Insurance 08/01/22	1,511.90
07/22	07/25/2022	35183	CEBT	INV 0049875	20-02-2310	Health Insurance 08/01/22	2,031.67
Total 35183:							44,666.50
07/22	07/25/2022	35184	CENTURY LINK	0831 062522	01-40-5300	Town Hall Fax	66.50
07/22	07/25/2022	35184	CENTURY LINK	4018 070122	01-40-5300	Elevator Line	75.41
07/22	07/25/2022	35184	CENTURY LINK	4770 062022	01-42-5300	PD FAX	79.28
Total 35184:							221.19
07/22	07/25/2022	35185	CPS DISTRIBUTORS, INC	7061497-001	01-45-5372	repairs & maint	132.80
Total 35185:							132.80
07/22	07/25/2022	35186	David Jay Thrower	238	01-48-5040	Municipal court judge	1,000.00
Total 35186:							1,000.00
07/22	07/25/2022	35187	DBC IRRIGATION SUPPLY	S4661138.00	01-45-5372	Irrigation	476.52
07/22	07/25/2022	35187	DBC IRRIGATION SUPPLY	S4663301.00	01-45-5372	irrigation	.62
07/22	07/25/2022	35187	DBC IRRIGATION SUPPLY	S4675191.00	01-45-5372	supplies	192.64
Total 35187:							669.78
07/22	07/25/2022	35188	Ditesco LLC	2022-251	09-51-5500	Rec Center	6,492.50
07/22	07/25/2022	35188	Ditesco LLC	2022-252	18-40-5500	Highland Lake Pier	305.00
07/22	07/25/2022	35188	Ditesco LLC	2022-253	09-50-5511	TOM-Public Works Facility	20,893.00
Total 35188:							27,690.50
07/22	07/25/2022	35189	Elitch Holdings	207190	01-40-5700	Employee Appreciation Day	2,744.70
Total 35189:							2,744.70
07/22	07/25/2022	35190	Felsburg Holt & Ullevig	31462	01-02-2615	Specialty Products	300.00
07/22	07/25/2022	35190	Felsburg Holt & Ullevig	34153	14-40-5500	3rd & Welker	11,135.00
07/22	07/25/2022	35190	Felsburg Holt & Ullevig	34158	01-02-2615	Grand Meadow	350.00
07/22	07/25/2022	35190	Felsburg Holt & Ullevig	34160	01-02-2615	Meadow Ridge	900.00
07/22	07/25/2022	35190	Felsburg Holt & Ullevig	34161	01-02-2615	Buffalo Highlands	500.00
07/22	07/25/2022	35190	Felsburg Holt & Ullevig	34163	01-02-2615	Sugar Beet	350.00
Total 35190:							13,535.00
07/22	07/25/2022	35191	Fit For You Mead	1006	01-49-5265	Senior Exercise	232.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 35191:							232.00
07/22	07/25/2022	35192	Fox Tuttle Transportation Group	19021-40B	01-02-2615	Mead Distribution	440.00
07/22	07/25/2022	35192	Fox Tuttle Transportation Group	29032-40A	01-02-2615	Liberty Ranch	1,200.00
Total 35192:							1,640.00
07/22	07/25/2022	35193	Garretson's Sports Center	5821	01-45-5254	Hats for Town Employees	810.00
Total 35193:							810.00
07/22	07/25/2022	35194	GREEN MILL SPORTSMAN CLU	128	01-42-5330	Shooting Range - Police	150.00
Total 35194:							150.00
07/22	07/25/2022	35195	GROUND ENGINEERING, INC.	211238.0-8	09-50-5511	TOM Public Works Facility Project	1,830.00
Total 35195:							1,830.00
07/22	07/25/2022	35196	Invision GIS, LLC	2062	01-44-5201	Updates & Troubleshooting GIS	1,263.75
Total 35196:							1,263.75
07/22	07/25/2022	35197	JARVIS	5545	01-49-5260	Software fees	246.20
Total 35197:							246.20
07/22	07/25/2022	35198	Kaminsky, Sullenberger & Assoica	2022-25-08	01-42-5330	Training	300.00
Total 35198:							300.00
07/22	07/25/2022	35199	KENYON P. JORDAN PHD	2406-10	01-42-5075	Background Check	550.00
Total 35199:							550.00
07/22	07/25/2022	35200	Kimball Midwest	100008632	01-44-5210	Supplies	189.00
07/22	07/25/2022	35200	Kimball Midwest	100033963	01-44-5254	Credit for shortened order	25.16-
Total 35200:							163.84
07/22	07/25/2022	35201	Kimley-Horn and Associates, Inc	21257758	04-44-5405	Services for 5/22	5,200.00
Total 35201:							5,200.00
07/22	07/25/2022	35202	KISSINGER & FELLMAN PC	270	01-90-8155	Broadband Attorney	3,403.00
Total 35202:							3,403.00
07/22	07/25/2022	35203	KLEEN-TECH SERVICES CORP	58999	01-40-5050	Janitorial Services	639.19
07/22	07/25/2022	35203	KLEEN-TECH SERVICES CORP	58999	01-42-5050	Janitorial Services	592.31
07/22	07/25/2022	35203	KLEEN-TECH SERVICES CORP	58999	01-44-5050	Janitorial Services	190.31
07/22	07/25/2022	35203	KLEEN-TECH SERVICES CORP	59293	01-40-5050	Janitorial Services	639.19
07/22	07/25/2022	35203	KLEEN-TECH SERVICES CORP	59293	01-42-5050	Janitorial Services	592.31
07/22	07/25/2022	35203	KLEEN-TECH SERVICES CORP	59293	01-44-5050	Janitorial Svs	190.31

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 35203:							2,843.62
07/22	07/25/2022	35204	KONICA MINOLTA BUSINESS S	280746967	01-40-5315	Copies	210.59
07/22	07/25/2022	35204	KONICA MINOLTA BUSINESS S	281157315	01-42-5315	Copies PD	74.07
07/22	07/25/2022	35204	KONICA MINOLTA BUSINESS S	281190745	01-40-5315	Copies	125.53
Total 35204:							410.19
07/22	07/25/2022	35205	Krische Construction, Inc	2108611	09-50-5511	Public Works Facility	386,321.20
07/22	07/25/2022	35205	Krische Construction, Inc	2108611	09-02-2005	Public Works Facility	19,316.07-
Total 35205:							367,005.13
07/22	07/25/2022	35206	L.L. JOHNSON DIST. CO.	1878310-00	01-44-5254	Blade Grinder All mowers-New shop	1,438.00
Total 35206:							1,438.00
07/22	07/25/2022	35207	LIFEMED SAFETY, INC.	22-01038	01-42-5255	AED	4,167.60
Total 35207:							4,167.60
07/22	07/25/2022	35208	LONGMONT HUMANE SOCIETY	ME063022	01-42-5346	Animal Impounds - 6/2022	940.00
Total 35208:							940.00
07/22	07/25/2022	35209	MAC EQUIPMENT INC	364426	01-44-5216	Return	278.71-
07/22	07/25/2022	35209	MAC EQUIPMENT INC	384521	01-45-5210	Blade	88.08
07/22	07/25/2022	35209	MAC EQUIPMENT INC	388286	01-45-5216	parks mowers	55.98
07/22	07/25/2022	35209	MAC EQUIPMENT INC	402348	01-45-5216	Parks Mower tire	195.27
Total 35209:							60.62
07/22	07/25/2022	35210	MAIN STREET MAT COMPANY	125057	01-40-5210	Mat svcs	60.36
Total 35210:							60.36
07/22	07/25/2022	35211	Masek Rocky Mountain Distributio	01-80695	01-49-5700	TWTH Guest Carts	2,430.00
Total 35211:							2,430.00
07/22	07/25/2022	35212	MCDONALD FARMS ENTERPRI	0059851-IN	01-47-5310	Roll-off Dumpster	536.83
07/22	07/25/2022	35212	MCDONALD FARMS ENTERPRI	59760-IN	01-47-5310	Vac tanker	929.00
Total 35212:							1,465.83
07/22	07/25/2022	35213	MICHOW COX & MCASKIN LLP	MEAD.JUN2	01-40-5400	Outside Council	375.00
Total 35213:							375.00
07/22	07/25/2022	35214	Minuteman Press	4123	01-49-5260	Baseball program	629.00
07/22	07/25/2022	35214	Minuteman Press	4224	01-49-5260	Baseball program	352.83
07/22	07/25/2022	35214	Minuteman Press	4369	01-42-5210	Operating Supplies	172.98
Total 35214:							1,154.81

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
07/22	07/25/2022	35215	NEXT STEP COMMUNICATION L	9069	01-40-5201	computer set up	190.00
Total 35215:							190.00
07/22	07/25/2022	35216	NEXTRUST INC.	330292	06-40-5205	Sewer Bills	355.10
07/22	07/25/2022	35216	NEXTRUST INC.	330292	06-40-5410	Sewer Bills	163.42
Total 35216:							518.52
07/22	07/25/2022	35217	OCCUPATIONAL HEALTH CENT	157977996	01-42-5700	Drug Screen	61.50
Total 35217:							61.50
07/22	07/25/2022	35218	Professional Management System	84665	01-40-5401	Financial Consulting 6/22	4,368.00
07/22	07/25/2022	35218	Professional Management System	84665	06-40-5401	Financial Consulting 6/22	546.00
07/22	07/25/2022	35218	Professional Management System	84665	20-40-5401	Financial Consulting 6/22	546.00
07/22	07/25/2022	35218	Professional Management System	84665	01-40-5401	Financial Consulting 6/22	432.00
07/22	07/25/2022	35218	Professional Management System	84665	06-40-5401	Financial Consulting 6/22	54.00
07/22	07/25/2022	35218	Professional Management System	84665	20-40-5401	Financial Consulting 6/22	54.00
Total 35218:							6,000.00
07/22	07/25/2022	35219	REXEL	S133964532.	09-50-5511	Tie-Inns for box (fiber)	89.61
Total 35219:							89.61
07/22	07/25/2022	35220	Safebuilt	0087105-IN	01-43-5460	Plan Review/ Permit Inspection	40,228.78
Total 35220:							40,228.78
07/22	07/25/2022	35221	SAFETY & CONSTRUCTION SU	3978	01-47-5210	Locate Paint/ Marking Paint	312.50
07/22	07/25/2022	35221	SAFETY & CONSTRUCTION SU	4509CR	01-44-5254	Duplicate payment inv 4509	249.95-
Total 35221:							62.55
07/22	07/25/2022	35222	STAPLES ADVANTAGE	3512027913	01-40-5200	supplies	210.02
07/22	07/25/2022	35222	STAPLES ADVANTAGE	3512027913	01-40-5210	supplies	260.04
07/22	07/25/2022	35222	STAPLES ADVANTAGE	3512027913	01-43-5200	supplies	35.16
07/22	07/25/2022	35222	STAPLES ADVANTAGE	3512027913	01-42-5200	supplies	85.04
07/22	07/25/2022	35222	STAPLES ADVANTAGE	3512027913	01-42-5210	supplies	137.40
Total 35222:							727.66
07/22	07/25/2022	35223	Theresa Hampshire	072022	01-40-5705	Mileage	30.65
Total 35223:							30.65
07/22	07/25/2022	35224	UNITED RENTALS INC.	207685721-0	01-44-5369	Equipment Rental	579.71
Total 35224:							579.71
07/22	07/25/2022	35225	US BANK VOYAGER FLEET SYS	8694028340	01-40-5253	Fuel 06-22	89.65
07/22	07/25/2022	35225	US BANK VOYAGER FLEET SYS	8694028340	01-42-5253	Fuel 06-22	3,834.40
07/22	07/25/2022	35225	US BANK VOYAGER FLEET SYS	8694028340	01-45-5253	Fuel 06-22	542.78
07/22	07/25/2022	35225	US BANK VOYAGER FLEET SYS	8694028340	01-44-5253	Fuel 06-22	1,520.19
07/22	07/25/2022	35225	US BANK VOYAGER FLEET SYS	8694028340	01-47-5253	Fuel 06-22	624.19

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
07/22	07/25/2022	35225	US BANK VOYAGER FLEET SYS	8694028340	06-47-5253	Fuel 06-22	542.78
Total 35225:							7,153.99
07/22	07/25/2022	35226	Utility Notification Center of Color	22060935	06-47-5392	Line locates 6.2022	380.90
Total 35226:							380.90
07/22	07/25/2022	35227	Vale View HOA	071322	01-02-2308	Rental Deposit Refund -	200.00
Total 35227:							200.00
07/22	07/25/2022	35228	VERIZON WIRELESS	9910575386	06-40-5300	Wireless bill	39.99
07/22	07/25/2022	35228	VERIZON WIRELESS	9910575386	01-42-5300	Wireless bill	299.47-
07/22	07/25/2022	35228	VERIZON WIRELESS	9910575386	01-43-5300	Wireless Bill	99.98
07/22	07/25/2022	35228	VERIZON WIRELESS	9910575386	01-44-5300	Wireless Bill	205.53
07/22	07/25/2022	35228	VERIZON WIRELESS	9910575386	01-47-5300	Wireless Bill	159.96
07/22	07/25/2022	35228	VERIZON WIRELESS	9910575386	01-48-5300	Wireless Bill	49.99
07/22	07/25/2022	35228	VERIZON WIRELESS	9910575386	06-40-5300	Wireless Bill	39.99
07/22	07/25/2022	35228	VERIZON WIRELESS	9910575386	01-44-5300	Fees and credit	6.80-
07/22	07/25/2022	35228	VERIZON WIRELESS	9910575387	01-42-5300	Wireless bill	1,554.81
Total 35228:							1,843.98
07/22	07/25/2022	35229	WELD COUNTY PUBLIC SAFET	MEADPD-07	01-42-5331	Token Refresh	128.24
Total 35229:							128.24
07/22	07/25/2022	35230	WHITE BEAR ANKELE TANAKA	22813	20-40-5400	MURA Legal	2,108.43
Total 35230:							2,108.43
07/22	07/25/2022	35231	WORKWELL OCCUPATIONAL M	664572	01-44-5700	Drug Screen - McFadden	36.00
07/22	07/25/2022	35231	WORKWELL OCCUPATIONAL M	665307	01-47-5075	Drug screens	42.50
07/22	07/25/2022	35231	WORKWELL OCCUPATIONAL M	665307	01-49-5075	Drug screens	36.00
Total 35231:							114.50
07/22	07/25/2022	72622100	Enterprise FM Trust	FBN4503012	08-42-5491	Ford Police	1,012.95
07/22	07/25/2022	72622100	Enterprise FM Trust	FBN4503012	09-45-5491	Ford Ranger	627.31
07/22	07/25/2022	72622100	Enterprise FM Trust	FBN4503012	09-45-5491	Ford F-250 ENG/PW	1,058.11
07/22	07/25/2022	72622100	Enterprise FM Trust	FBN4503012	09-45-5491	Ford F-350 ENG/PW	1,129.06
07/22	07/25/2022	72622100	Enterprise FM Trust	FBN4503012	09-45-5491	Ford F-250 ENG/PW	845.59
07/22	07/25/2022	72622100	Enterprise FM Trust	FBN4503012	08-42-5491	Ford F-150 PD/CSO	7,494.98
07/22	07/25/2022	72622100	Enterprise FM Trust	FBN4503012	09-45-5491	Pool Car	1,390.34
Total 72622100:							13,558.34
07/22	07/25/2022	72622101	Xpress Bill Pay	66095	06-40-5701	Credit trans fees - June	532.30
Total 72622101:							532.30
Grand Totals:							574,423.51

Summary by General Ledger Account Number

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
01-02-2000	1,454.09	140,091.54-	138,637.45-
01-02-2308	200.00	.00	200.00
01-02-2310	41,122.93	.00	41,122.93
01-02-2615	4,040.00	.00	4,040.00
01-40-5050	1,278.38	.00	1,278.38
01-40-5200	222.01	.00	222.01
01-40-5201	1,006.20	.00	1,006.20
01-40-5210	562.74	.00	562.74
01-40-5253	89.65	.00	89.65
01-40-5300	141.91	.00	141.91
01-40-5315	336.12	.00	336.12
01-40-5400	375.00	.00	375.00
01-40-5401	4,800.00	.00	4,800.00
01-40-5700	2,744.70	.00	2,744.70
01-40-5705	30.65	.00	30.65
01-41-5841	64.58	.00	64.58
01-42-5050	1,184.62	.00	1,184.62
01-42-5075	550.00	.00	550.00
01-42-5200	85.04	.00	85.04
01-42-5201	148.40	.00	148.40
01-42-5210	495.23	.00	495.23
01-42-5216	341.58	.00	341.58
01-42-5253	3,834.40	.00	3,834.40
01-42-5255	4,837.58	.00	4,837.58
01-42-5300	1,634.09	299.47-	1,334.62
01-42-5315	74.07	.00	74.07
01-42-5330	702.95	550.00-	152.95
01-42-5331	128.24	.00	128.24
01-42-5346	940.00	.00	940.00
01-42-5700	61.50	.00	61.50
01-43-5200	35.16	.00	35.16
01-43-5300	99.98	.00	99.98
01-43-5460	40,228.78	.00	40,228.78
01-44-5050	380.62	.00	380.62
01-44-5201	1,263.75	.00	1,263.75
01-44-5210	189.00	.00	189.00
01-44-5216	218.36	278.71-	60.35-
01-44-5253	1,520.19	.00	1,520.19
01-44-5254	1,438.00	275.11-	1,162.89
01-44-5300	205.53	6.80-	198.73
01-44-5369	579.71	.00	579.71
01-44-5700	36.00	.00	36.00
01-45-5210	439.55	44.00-	395.55
01-45-5216	251.25	.00	251.25
01-45-5253	542.78	.00	542.78
01-45-5254	810.00	.00	810.00
01-45-5371	5,720.00	.00	5,720.00
01-45-5372	802.58	.00	802.58
01-47-5075	42.50	.00	42.50
01-47-5210	433.67	.00	433.67
01-47-5216	59.83	.00	59.83
01-47-5253	624.19	.00	624.19
01-47-5300	159.96	.00	159.96
01-47-5310	1,465.83	.00	1,465.83
01-48-5040	1,000.00	.00	1,000.00
01-48-5201	148.40	.00	148.40

GL Account	Debit	Credit	Proof
01-48-5300	49.99	.00	49.99
01-49-5075	36.00	.00	36.00
01-49-5260	2,356.17	.00	2,356.17
01-49-5265	232.00	.00	232.00
01-49-5331	809.21	.00	809.21
01-49-5700	2,476.98	.00	2,476.98
01-90-8155	3,403.00	.00	3,403.00
04-02-2000	.00	5,200.00-	5,200.00-
04-44-5405	5,200.00	.00	5,200.00
06-02-2000	.00	4,537.38-	4,537.38-
06-02-2310	1,511.90	.00	1,511.90
06-40-5201	371.00	.00	371.00
06-40-5205	355.10	.00	355.10
06-40-5300	79.98	.00	79.98
06-40-5401	600.00	.00	600.00
06-40-5410	163.42	.00	163.42
06-40-5701	532.30	.00	532.30
06-47-5253	542.78	.00	542.78
06-47-5392	380.90	.00	380.90
08-02-2000	.00	8,507.93-	8,507.93-
08-42-5491	8,507.93	.00	8,507.93
09-02-2000	19,316.07	420,676.72-	401,360.65-
09-02-2005	.00	19,316.07-	19,316.07-
09-45-5491	5,050.41	.00	5,050.41
09-50-5511	409,133.81	.00	409,133.81
09-51-5500	6,492.50	.00	6,492.50
14-02-2000	.00	11,135.00-	11,135.00-
14-40-5500	11,135.00	.00	11,135.00
18-02-2000	.00	305.00-	305.00-
18-40-5500	305.00	.00	305.00
20-02-2000	.00	4,740.10-	4,740.10-
20-02-2310	2,031.67	.00	2,031.67
20-40-5400	2,108.43	.00	2,108.43
20-40-5401	600.00	.00	600.00
Grand Totals:	615,963.83	615,963.83-	.00

Report Criteria:

Report type: GL detail



Agenda Item Summary

MEETING DATE: July 25, 2022

SUBJECT: **Resolution No. 50-R-2022** – A Resolution of the Town of Mead Colorado, Approving a Crossing License Agreement with Platte River Power Authority (PRPA), to Authorize the Installation of Certain Storm Sewer Improvements by the Town at the Public Works Facility (1341 Weld County Road 34) Within the Boundaries of an Existing PRPA Easement

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

SUMMARY

The Town of Mead seeks to install an underground 18” corrugated metal pipe storm sewer at the Public Works Facility property (located at 1341 WCR 34). The storm sewer crosses a Platte River Power Authority (PRPA) 230 kilovolt transmission line located within an existing PRPA power line easement.

The Town has negotiated the terms of a Crossing License Agreement (“License Agreement”) with PRPA to permit the installation of the corrugated metal pipe storm sewer. The License Agreement is attached to the Resolution as **Exhibit 1**.

This item is on the July 25th consent agenda. A motion to approve the consent agenda will approve the Resolution: (a) approving the form of License Agreement, and (b) authorizing the Mayor (or Mayor Pro-Tem) to execute the License Agreement on behalf of the Town when in final form.

FINANCIAL CONSIDERATIONS

The License Agreement requires the Town to pay a one-time crossing license fee of \$750.00. The fee is due upon execution of the License Agreement. The one-time fee of \$750 is in addition to an application fee of \$250 which was already paid by the Town to PRPA.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends approval of the Resolution.

As set forth above, this item is included on the July 25th consent agenda. If this item is pulled off of consent for questions or additional discussion, Staff recommends the following motion:

Suggested Motion:

“I move to adopt Resolution No. 50-R-2022 – A Resolution of the Town of Mead, Colorado, Approving a Crossing License Agreement with Platte River Power Authority (PRPA), to authorize the installation of certain storm sewer improvements by the Town at the Public Works Facility (1341 Weld County Road 34) within the boundaries of an existing PRPA easement.”

ATTACHMENTS

Resolution No. 50-R-2022
Crossing License Agreement
Town of Mead, Attachment A.

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 50-R-2022**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING A
CROSSING LICENSE AGREEMENT WITH PLATTE RIVER POWER
AUTHORITY (PRPA), TO AUTHORIZE THE INSTALLATION OF
CERTAIN STORM SEWER IMPROVEMENTS BY THE TOWN AT THE
PUBLIC WORKS FACILITY (1341 WCR 34) WITHIN THE BOUNDARIES
OF AN EXISTING PRPA EASEMENT**

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

WHEREAS, as part of ongoing development of the Town’s new public works facility, the Town has installed or seeks to install certain storm sewer improvements on the site (the “improvements”); and

WHEREAS, a portion of the improvements will be located within an easement held and controlled by the Platte River Power Authority, a public corporation and political subdivision of the State of Colorado (“PRPA”) containing a 230 Kv transmission line and associated PRPA facilities (the “PRPA Easement”); and

WHEREAS, PRPA and the Town have negotiated that certain Crossing License Agreement (the “License Agreement”), a copy of which is attached to this Resolution as **Exhibit 1**, in order to permit a portion of the improvements to be located within the PRPA Easement; and

WHEREAS, the Board of Trustees desires to approve the License Agreement in substantially the form attached to this Resolution;

WHEREAS, the Board of Trustees further desires to delegate authority to the Mayor or Mayor Pro-Tem to execute the License Agreement on behalf of the Town of Mead once in final form.

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 License Agreement in substantially the same form as attached to this Resolution as **Exhibit 1**; (b) authorizes the Town Attorney, in cooperation with the Town Manager and Town Engineer, to make changes to the License Agreement as may be necessary that do not materially increase the Town’s obligations prior to execution; and (c) authorizes the Mayor or Mayor Pro-Tem to execute the License Agreement on behalf of the Town 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 25th DAY OF JULY, 2022.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

CROSSING LICENSE AGREEMENT

Platte River Power Authority
and
Town of Mead, Colorado

This Crossing License Agreement (“Agreement”), effective _____, is between Platte River Power Authority, a public corporation and political subdivision of the state of Colorado located at 2000 East Horsetooth Road, Fort Collins, Colorado, 80525 (“Platte River”), and the Town of Mead, Colorado located at 441 Third Street, Mead, Colorado 80542 (“Licensee” including all of Licensee’s employees, contractors, subcontractors, and agents), (collectively, the “Parties”).

Platte River provides wholesale electric service to its owner communities (Estes Park, Fort Collins, Longmont and Loveland). Platte River owns an easement containing a 230 kilovolt transmission line and associated facilities that runs under and across the lands summarized below, a portion of which are referenced in **Attachment A** (Plan and Profile Drawing), as recorded at the Weld County Clerk and Record’s Office on September 9, 2009, at Reception No. 3647630 in the Mead Ponds Park Underground Transmission Easement Platte River Power Authority (Grantee) (the “Premises”).

Licensee has crossed the following Platte River facilities and installations and installed an underground 18” corrugated metal pipe storm sewer (“Licensed Facility”):

A 230 kilovolt transmission line located on the nonexclusive electric power line easement located across a portion of the southwest quarter of Section 8, Township 3 North, Range 68 West of the 6th P.M.

The Parties agree:

- (1) *License*. Platte River grants Licensee a perpetual license to use, maintain, operate, repair, inspect, remove, and reconstruct the Licensed Facility in, across and over Platte River’s facilities, subject to the requirements of this Agreement. The Licensed Facility is located and constructed as shown on **Attachment A**.
- (2) *License Fee*. In consideration for the license granted by this Agreement, Licensee will pay a one-time \$750 crossing license fee to Platte River concurrently with signing this Agreement. This fee is in addition to the \$250 application fee Licensee has already paid.
- (3) *Legal Compliance*. Licensee will comply with all legal requirements, and obtain any necessary governmental permits or approvals (at Licensee’s expense), before initiating any additional construction, modification, maintenance, or repair. Licensee is responsible for compliance with applicable law and any penalties or other consequences from its use of the Premises and all activities related to the Licensed Facility.
- (4) *Reservation of Rights*. Platte River retains the right to use the Premises for its own purposes, including the right to add, modify, reconstruct, remove and replace any existing or future Platte River improvements located on the Premises, and to grant any use of the Premises to others that does not unreasonably interfere with Licensee’s use.
- (5) *Construction and Maintenance*. Licensee will comply with the construction and maintenance requirements specified in **Attachment B**.

(6) *Safety Advisory.* Platte River facilities that are or may be installed on the Premises may transmit electrical energy of 230,000 volts or more or may convey pressurized water or pressurized natural gas. Licensee must advise all employees, agents, contractors and other persons who may enter the Premises of the dangers involved and the precautions and safety measures to be taken to work safely, including, but not limited to, the requirement to maintain a minimum 20-foot clearance from electrical conductors at all times and to take the steps necessary to ensure that all underground utilities are located before construction activities. If there is any uncertainty about the nature of Platte River facilities on the Premises, Licensee must request clarification from Platte River in writing.

(7) *Term; Termination; Abandonment.* The license granted by this Agreement is perpetual unless terminated by written agreement of the Parties or Licensee's abandonment of the Premises. Upon the termination of this Agreement, the rights granted by this Agreement will terminate. Upon termination, Licensee must, at its expense, remove the Licensed Facility from the Premises within 30 days. If Licensee fails to remove the Licensed Facility, Platte River may remove the Licensed Facility at Licensee's expense.

(8) *Assignment.* Licensee must notify Platte River at least 90 days before abandoning or conveying the Licensed Facility, whether by sale, transfer, assignment, or otherwise. Any conveyance of all or any part of the Licensed Facility requires Platte River's prior written consent and must contain written terms incorporating the obligations of this Agreement.

(9) *Successors and Assigns.* This Agreement inures to the benefit of and binds the permitted successors and assigns of the Parties.

(10) *Indemnification.* To the extent permitted by applicable law, Licensee agrees to defend, indemnify, save, and hold harmless Platte River, its directors, officers, employees and agents from any and all liability, loss, costs, charges, obligations, expenses, attorneys' fees, litigation, judgments, damages, claims, and demands of any kind from any third party arising from or out of any negligent act or omission or other tortious conduct of Licensee, its directors, officers, employees, or agents in the performance or nonperformance of its obligations under this Agreement.

(11) *Governmental Immunity.* Nothing in this Agreement waives any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§24-10-101, et seq., or of any other defenses, immunities and limitations of liability available to Platte River or Licensee, or their respective directors, officers, employees and agents under the law.

(12) *Limitation of Liability.* Platte River is not liable for the existence, repair, maintenance, modification, operation, use or replacement of the Licensed Facility or any of the Licensee's activities, personnel or equipment on the Premises.

(13) *Condition of Premises.* Licensee accepts the portion of the Premises covered by this Agreement in an "AS IS" condition. Licensee must perform and rely upon its own independent investigation of the physical condition of the Premises. Licensee releases Platte River from all liability regarding the condition, value or utility of the Premises.

(14) *Title.* Platte River does not guarantee its title to the Premises, and Licensee may not hold Platte River liable for any claims or damages arising from any interruption of its use of the Premises should title be disputed during the term of this Agreement.

(15) *Restrictions.* This Agreement is subject to all restrictions, reservations, rights-of-way, easements, documents or agreements existing or of record in the Clerk and Recorder's office in Weld County, Colorado at the time the Licensed Facility was installed.

(16) *Landowner Approval.* It is Licensee's responsibility to obtain any necessary approval from landowners or others with jurisdiction over the Premises.

(17) *Insurance.* Licensee will comply with the insurance requirements specified in **Attachment C** and provide associated proof of required insurance before entering the Premises.

(18) *Notice.* Notices are to be delivered to the Parties as described in **Attachment D**.

(19) *Choice of Law.* This Agreement will be governed by the law of the State of Colorado, excluding conflicts of law provisions. Venue for any related litigation will be in Larimer County District Court, Colorado.

(20) *Attorneys' Fees.* In any litigation or legal action arising out of this Agreement, the prevailing party is entitled to recover its reasonable expenses of the litigation or legal action, including, without limitation, its reasonable attorneys' fees.

(21) *Waiver.* Failure to enforce any provision of this Agreement will not constitute a waiver. Any waiver must be made in writing and signed by an authorized representative of the waiving Party.

(22) *Survival.* The Indemnification, Governmental Immunity Act, Choice of Law, and Attorneys' Fees provisions in paragraphs 10, 11, 19 and 20 of this Agreement, and this paragraph 22, will survive the termination of this Agreement and remain in effect following any satisfaction, expiration, or termination of this Agreement until all statutes of limitation governing claims that could be made in connection with this Agreement have run.

(23) *Headings.* Paragraph headings used in this Agreement are for convenience and do not affect the meaning or interpretation of this Agreement.

(24) *No Partnership.* This Agreement does not create an agency, partnership or joint venture relationship between Platte River and Licensee or between Platte River and any other party. This Agreement does not cause Platte River to be responsible for the debts or obligations of Licensee or any other party.

(25) *Enforceability.* If a court of competent jurisdiction declares any provision of this Agreement void or unenforceable, it will not affect any other provision of this Agreement and all other provisions will remain in effect.

(26) *Integration.* This Agreement (including its attachments, which are incorporated by this reference) contains the entire agreement of the Parties, and supersedes all other offers, negotiations, agreements and understandings, whether oral or written, between the Parties, concerning its subject matter.

(27) *Amendment.* Except contact information for notices (governed by **Attachment D**), this Agreement may be amended only by a written instrument that specifically refers to this Agreement and is signed by authorized representatives of both Parties.

Signed and dated:

Section 9, Item d.

LICENSEE: Town of Mead, Colorado

By: _____

Name: _____

Title: _____

STATE OF COLORADO)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____.

Witness my hand and official seal.

My Commission expires: _____

Notary Public

LICENSOR: PLATTE RIVER POWER AUTHORITY

APPROVED AS TO FORM

By: _____

Name: _____

Associate Deputy or General Counsel or
Director of Legal Affairs

Title: _____

STATE OF COLORADO)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____.

Witness my hand and official seal.

My Commission expires: _____

Notary Public

CROSSING LICENSE AGREEMENT **ATTACHMENT A**

PLAN AND PROFILE DRAWING(S)

CROSSING LICENSE AGREEMENT **ATTACHMENT B**

CONSTRUCTION AND MAINTENANCE REQUIREMENTS

(1) *Notice of Excavation.* Licensee must give Platte River 14 days' written notice before any future excavation within 10 feet of any Platte River facilities, including transmission poles, gas or water pipelines, underground electrical conductors, or anytime work will occur under overhead electrical conductors.

- All excavation must have a minimum of 10 feet clearance from the foundation of any Platte River transmission pole.
- Licensee must promptly repair (at its sole expense) any damage to Platte River's facilities or the Premises caused by future construction, operation, or maintenance of the Licensed Facility.

(2) *Construction and Maintenance Schedule.* Platte River may at any time require Licensee to adjust its schedule for future construction and maintenance should Platte River determine the construction or maintenance interferes or will imminently interfere with Platte River's operation or use of the Premises or any associated Platte River facilities.

(3) *Outage Requests.* If future construction or maintenance requires an outage of Platte River facilities, Licensee must request the outage at least 14 days in advance. Platte River may determine that an outage cannot be performed as requested based on Platte River's system requirements and obligations, in which case the Parties will work cooperatively to evaluate how to best accommodate the request.

(4) *Disturbance of Platte River Facilities.* Any repair, maintenance, modification, operation, use, or replacement of the Licensed Facility must not disturb Platte River's facilities, unless Platte River grants prior express written permission to Licensee for an outage. If any repair, maintenance, modification, operation, use, or replacement interrupts Platte River's facilities without Platte River's prior written permission, Licensee must reimburse Platte River for all costs, including any lost profits, incurred due to the interruption.

(5) *Burial Depth.* Licensee has coordinated location of existing underground facilities with Platte River. The Licensed Facility was buried with at least two feet vertical separation from all Platte River underground facilities where it crosses them. The Licensed Facility was buried with at least two feet radial separation from all Platte River underground facilities where it runs parallel to them. Licensee has complied with all applicable regulations, laws and safety practices regarding the burial depth required for the Licensed Facility, and the top of the Licensed Facility is never be less than four feet below grade level.

(6) *Excavation Inspection.* Upon any future excavation involving the Licensed Facility, but before backfill, if any, Licensee must promptly notify Platte River and arrange for Platte River's inspection. Any excavated areas must be promptly backfilled following Platte River's approval.

(7) *Backfill.* All future excavations within the Premises must be backfilled and tamped to the original ground line in layers not to exceed six inches loose measure, to a compaction of 95% Standard Proctor Maximum Density. Licensee must correct trenches that settle below the original ground line within one year through additional fill and tamping to this compaction standard.

(8) *Marking Underground Facilities.* Licensee must install and maintain visible markers identifying the location of the Licensed Facility after construction for any portion of the Licensed Facility not readily visible. Licensee must comply with all applicable regulations, laws, and safety practices regarding marking the Licensed Facility, including underground markers, and must also comply with Platte River's marking requirements.

(9) *Cathodic Protection.* Licensee acknowledges that the Licensed Facility may require cathodic protection. Licensee agrees to coordinate cathodic protection with Platte River to avoid unintended interference between the Licensed Facility' cathodic protection and Platte River's. If required by Platte River, Licensee must contract with one or more competent and professional companies to (a) install cathodic protection test stations wherever Platte River gas or water pipelines are exposed during construction or maintenance of the Licensed Facility, (b) perform an AC voltage gradient survey within 30 days of the installation and energization or modification of the Licensed Facility, and (c) perform any mitigating activities recommended by the AC voltage gradient survey to prevent any adverse impact on Platte River's transmission lines, cathodic protection, and associated facilities. Licensee must provide Platte River with a copy of the survey results and documentation demonstrating completion of all mitigating activities. Potholing of Platte River pipelines is required before installing the Licensed Facility and constitutes exposure of these pipelines for purposes of this paragraph 10. Licensee will reimburse Platte River for any studies, modifications, additions, upgrades or repairs to Platte River's cathodic protection system that are needed during the term of this Agreement due to the installation, maintenance, or operation of the Licensed Facility and its associated cathodic protection.

(10) *As-Built Drawings.* Licensee will deliver to Platte River stamped record drawings of any subsequent modifications to the Licensed Facility ("As-Builts") within 60 days of the date those modifications are completed ("As-Builts Deadline"), unless the As-Builts Deadline is extended in writing by Platte River. If Licensee fails to deliver the As-Builts to Platte River within 30 days after the As-Builts Deadline, Licensee will pay Platte River an initial late fee of \$1,000, and additional late fees of \$100 per day for each day after the As-Builts Deadline until the As-Builts are delivered.

(11) *Premises Restoration.* Licensee must, at its expense, clear the Premises of all construction debris and repair all fences or other facilities or appurtenances affected by its construction or maintenance of the Licensed Facility. Licensee may not install fences; plant trees, brush or vegetation; or construct any building or structure on the Premises without Platte River's prior written permission.

(12) *Ownership and Maintenance of Licensed Facility.* Licensee owns the Licensed Facility until its rights are terminated and released. Licensee agrees to maintain, repair and replace the Licensed Facility at its sole expense. If Licensee fails to properly maintain, repair, or replace any portion of the Licensed Facility within 10 days after Platte River notifies Licensee of the need for maintenance, repair, or replacement, Platte River may, at its own option, complete necessary maintenance, repairs and replacements, and Licensee will reimburse Platte River for the cost of the work within 30 days of Platte River's delivery of an invoice for the resulting expenses. If Licensee fails to maintain, repair or replace the Licensed Facility, Licensee will be liable for any resulting loss, damage or injury to Platte River. If Platte River performs any maintenance, repairs or replacements, it does not waive the right to hold Licensee liable for damages caused by Licensee's failure to maintain, repair or replace the Licensed Facility.

(13) *Emergency Maintenance.* In an emergency, either Licensee or Platte River may maintain or repair the Licensed Facility immediately, giving notice to the other Party as soon as

possible. If Platte River performs emergency work, Licensee will reimburse Platte River for resulting expenses. Platte River is not responsible for damage to the Licensed Facility resulting from emergency maintenance or repair. The determination of whether an emergency exists will be at the sole discretion of the Party performing the emergency maintenance or repair.

(14) *Relocation of Licensed Facility.* Upon Platte River's request, Licensee will remove the Licensed Facility from the Premises or move the Licensed Facility to a new location on the Premises to avoid interference with Platte River's future operations or facilities. If, in Platte River's judgment, a location for the relocation of the Licensed Facility is available, this Agreement may be amended to reflect the new location. All costs related to the removal, modification, or relocation of the Licensed Facility will be borne by Licensee; provided, however, that Platte River may not request removal, modification, or relocation more than once within a 10-year period.

(15) *Taxes and Liens.* Licensee must promptly pay all taxes, charges and assessments levied upon or on account of the Licensed Facility and must prevent them from becoming a charge or lien on Platte River's property. Licensee will indemnify and save harmless Platte River from all third-party claims for labor and materials furnished in connection with this Agreement or the Licensed Facility. If Platte River requests, Licensee will submit satisfactory evidence that all persons, firms, or corporations that have done work or furnished materials for which Platte River may become legally liable in connection with this Agreement or the Licensed Facility have been fully paid or satisfactorily secured.

(16) *Access.* Licensee may access the Premises only in the manner and location authorized by Platte River. Licensee will provide prior written notice to Platte River before entering the Premises after the Construction Phase is complete. If, in Licensee's discretion, an emergency requires immediate access to the Premises, Licensee may access the Premises without prior authorization, but must notify Platte River as soon as possible.

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CROSSING LICENSE AGREEMENT **ATTACHMENT C**

INSURANCE REQUIREMENTS

Licensee must secure and maintain insurance to protect both it and Platte River against all hazards and risks of loss. The form and limits of insurance, together with the underwriter for each type of insurance, are subject to acceptance by Platte River, but Licensee must always maintain insurance coverage adequate for the hazards and risks associated with its business and operations, regardless of Platte River's acceptance and independent of the minimum requirements set forth below. The limits of any Licensee insurance do not limit Licensee's contractual responsibilities, liabilities or obligations under this Agreement.

Licensee agrees to submit a certificate for each of the insurance policies identified within 10 days of the execution of this Agreement. Platte River uses an online certificate of insurance management platform to collect certificates. Licensee will receive emailed instructions to register and upload current certificates to the online platform. Each certificate must state that 30 days' advance written notice will be given to Platte River before any policy is changed or canceled. Platte River (including its directors, officers, employees and agents) must be listed as "additional insureds" on all policies required by subsections (b) and (c) below. Licensee's insurers must waive all rights of subrogation with respect to Platte River and its insurers for all insurance policies required by this **Attachment C**.

(a) Workers' Compensation and Employer's Liability. Licensee must maintain a workers' compensation and employer's liability insurance policy. This policy must:

- Protect against claims under applicable state workers' compensation laws;
- Protect against claims for injury, disease or death of employees that for any reason may not fall within the provisions of applicable state workers' compensation laws;
- Include an "all states" endorsement; and
- Have liability limits no less than the statutory amount for workers' compensation and \$1 million each accident for employer's liability.

(b) Comprehensive Automobile Liability Insurance. Licensee must maintain an automobile liability insurance policy. This policy must:

- Be a comprehensive policy;
- Protect against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles;
- Cover on- or off-site operation of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired; and
- Have liability limits no less than \$1 million combined single limit each occurrence for bodily injury and property damage.

(c) Comprehensive General Liability. Licensee must maintain a general liability insurance policy. This policy must:

- Be a comprehensive policy;

- Protect against all claims arising from injuries to others or damage to property of others arising out of any act or omission of Licensee or its agents, employees or subcontractors;
- Include protection against claims insured by usual personal injury liability coverage, a broad-form property coverage endorsement;
- Insure Licensee's indemnification obligations to Platte River; and
- Have liability limits no less than \$1 million combined single limit each occurrence for bodily injury and property damage.

(d) **Subcontracts.** Licensee must include the insurance requirements in this **Attachment C** in all subcontracts. Licensee will be responsible if any subcontractor fails to have insurance meeting the requirements of this **Attachment C**. Platte River reserves the right to approve variations in the insurance requirements applicable to subcontractors upon joint written request of a subcontractor and Licensee if, in Platte River's opinion, the variations do not substantially impair Platte River's interests.

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CROSSING LICENSE AGREEMENT **ATTACHMENT D**

NOTICE PROVISIONS

All notices, demands and other communications under the Agreement must be written and delivered personally, by a nationally recognized overnight courier service, or mailed (by registered or certified mail, return receipt requested, postage prepaid), addressed as follows:

If to Licensee: Town of Mead, Colorado
 441 Third Street
 Mead, Colorado 80542
 970-805-4185

If to Platte River: Platte River Power Authority

 Attention: System Engineering Manager
 2000 East Horsetooth Road
 Fort Collins, Colorado 80525
 970-226-4000

ContractAdmin@prpa.org

With a copy to: Platte River Power Authority
 Attention: General Counsel
 2000 East Horsetooth Road
 Fort Collins, Colorado 80525
 970-229-5225

Emergencies: System Dispatch Center: 970-229-5220

or any additional parties or other addresses a Party may designate in writing. Any notice is deemed to have been given, and any item permitted or required to be delivered or furnished is deemed to have been delivered or furnished, when personally delivered or furnished, or one business day after delivery to a nationally recognized and reputable courier service guaranteeing next-day delivery with delivery charges prepaid, or after delivery or first attempted delivery by the United States Post Office, after being properly addressed and with postage prepaid for delivery by United States registered or certified mail.

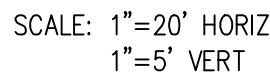
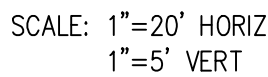
A Party may change or supplement its contact information under this Attachment D by delivering updated contact information to the other Party according to the requirements of this Attachment D.

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DESIGN BY: MGRMGG	DZC PROJECT NUMBER 201913	ISSUE DATE: JULY 16, 2021
	CONSULTANT'S PROJECT # 1970-119c	
DRAWN BY: MGRMGG	CKD BY: KATKJC	SOLICITATION NO.:
SBMT BY: KJC	PLOT DATE:	CONTRACT NO.:
PLOT SCALE:		FILE NUMBER:
FILE NAME:		
SIZE: 22" x 34"		

STORM PLAN AND PROFILE

**SHEET
IDENTIFICATION
C-107**



THIS RECORD DRAWING HAS BEEN PREPARED BASED UPON INFORMATION FURNISHED BY OTHERS. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, THE DESIGN PROFESSIONAL CANNOT ASSURE ITS ACCURACY, AND THIS IS NOT RESPONSIBLE FOR THE ACCURACY OF THIS RECORD DRAWING OR FOR ANY ERRORS OR OMISSIONS BY OTHERS. THOSE RELYING ON THIS RECORD DOCUMENT ARE ADVISED TO OBTAIN INDEPENDENT VERIFICATION OF THE AS-BUILT ACCURACY BEFORE APPLYING THESE PLANS FOR ANY PURPOSE.

CONFORMED TO CONSTRUCTION RECORD



Agenda Item Summary (AIS)

MEETING DATE: July 25, 2022

SUBJECT: Ordinance No. 1002 - An Ordinance Amending Sections 16-4-40, 16-4-50, 16-4-60, 16-4-100, 16-4-110, and 16-7-120 of the Mead Municipal Code, Eliminating Sketch Plan and Visioning Session Provisions, Allowing for Right-of-Way and Easement Dedication by Administrative Plat, and Amending Maximum Height for Detached Permanent Signs in the I-25 Corridor (“Ordinance”)

PRESENTED BY: Silvia Buchenic, Assistant Town Attorney

SUMMARY

Currently, the Mead Municipal Code ("MMC"): (1) requires sketch plans prior to subdivision, (2) provides applicants with an option for visioning sessions with the Board of Trustees prior to subdivision application submittal, (3) allows for dedication of right-of-way and easements by plat through the major subdivision process only, and (4) limits maximum height of detached signs in the I-25 corridor to thirty (30) feet. Each of these and the proposed revisions are addressed in further detail below.

(1) Sketch Plans

Section 16-4-40 of the MMC requires sketch plans as the first step in the major subdivision process, followed by preliminary plat and final plat, except when the sketch plan and preliminary plat processes are combined into one step. In the recent past, all applicants have opted for the concurrent sketch plan/preliminary plat process, and staff has determined that a separate, additional step for sketch plans is inefficient and unnecessary as part of the subdivision process. The Ordinance removes references to sketch plans in MMC Sections 16-4-40 and 16-4-60, and removes the sketch plan-specific provisions in Section 16-4-50.

(2) Visioning Meetings

Section 16-4-40 of the MMC includes an option for potential subdivision applicants to participate in a visioning session with the Board of Trustees prior to submittal of an application. In the past, this has created confusion where the Board has given a green light for projects that differed greatly from the projects that have been submitted with the actual application submittal. Staff has determined that a more efficient process involves more staff vetting before presentation to the Board, and that work sessions with the Board are the appropriate context for initial Board feedback. The Ordinance removes references to visioning meetings from Section 16-4-40 of the MMC.

(3) Dedication of Rights-of-Way and Easements

The MMC provides two (2) avenues for subdivisions: minor and major. Both options end with consideration by the Board of Trustees, but minor subdivisions have one step (administrative plat or replat) and major subdivisions have two (preliminary plat followed by final plat). Minor subdivisions provide a quicker, more efficient process for properties that have been platted in the past and are ten (10) acres or smaller, being replatted into six (6) or fewer lots. Sections 16-4-40 and 16-4-110 further limit minor subdivisions such that right-of-way cannot be dedicated and easements cannot be changed by administrative plat.

The Ordinance revises Sections 16-4-40 and 16-4-110 to allow for dedication of right-of-way and easements by administrative plat. The current restrictions result in the need to record separate instruments in circumstances where applicants are required to convey additional rights-of-way or grant easements in conjunction with a minor subdivision. This causes much confusion around the order of recordation of the plat and the separate instruments. Dedication by plat avoids these issues, with just one instrument to record upon approval, while effectuating the intent behind minor subdivisions- a more streamlined process for replatting of properties smaller than ten (10) acres.

(4) Maximum Height for Detached Signs in I-25 Corridor

Tables 7.12(1) and (2) in Section 16-7-120 of the MMC limit the maximum height for detached signs in the I-25 Corridor (defined as all properties within ¼ mile of the interstate highway) to thirty (30) feet. In its own research and conversations with applicants, staff has learned that other jurisdictions, such as Firestone, allow for detached signs up to fifty (50) feet in height near I-25, given the high speed of traffic and varying view corridors. The Ordinance revises Table 7.12(1) and (2) to allow for a maximum sign height of forty (40) feet for detached signs within ¼ mile of I-25, or up to fifty (50) feet with the 125% increase for sign design programs per MMC Section 16-7-170. Sign design programs allow for consolidation of multiple signs, for example for business parks. The revised height restriction is limited to signs with a minimum setback of fourteen (14) feet from the property line located in General Commercial (GC), Highway Commercial (HC), and Light Industrial (LI) zones only.

FINANCIAL CONSIDERATIONS

The Ordinance has no direct financial implications for the Town.

PROPOSED ACTION / RECOMMENDATION

Staff recommends approval of the Ordinance. A motion to approve the July 25th consent agenda will approve the Ordinance. If the Ordinance is pulled off of consent for questions or for additional discussion, Staff recommends the following motion:

Recommended motion:

“I move to adopt Ordinance No. 1002 - an Ordinance Amending Sections 16-4-40, 16-4-50, 16-4-60, 16-4-100, 16-4-110, and 16-7-120 of the Mead Municipal Code, Eliminating Sketch Plan and Visioning Session Provisions, Allowing for Right-of-Way and Easement Dedication by Administrative Plat, and Amending Maximum Height for Detached Permanent Signs in the I-25 Corridor.”

**TOWN OF MEAD, COLORADO
ORDINANCE NO. 1002**

**AN ORDINANCE OF THE TOWN OF MEAD, COLORADO, AMENDING
SECTIONS 16-4-40, 16-4-50, 16-4-60, 16-4-100, 16-4-110, AND 16-7-120 OF
THE MEAD MUNICIPAL CODE, ELIMINATING SKETCH PLAN AND
VISIONING SESSION PROVISIONS, ALLOWING FOR RIGHT-OF-WAY
AND EASEMENT DEDICATION BY ADMINISTRATIVE PLAT, AND
AMENDING MAXIMUM HEIGHT FOR DETACHED PERMANENT SIGNS
IN THE I-25 CORRIDOR**

WHEREAS, the Board of Trustees of the Town of Mead (“Board of Trustees”) has the authority pursuant to C.R.S. § 31-15-401 and its general police powers to pass and enforce regulations which may be necessary or expedient for the promotion of the health, safety, and welfare of the citizens of the Town of Mead (“Town”); and

WHEREAS, Community Development staff is recommending certain amendments to subsections (a) and (b) of Section 16-4-40; Section 16-4-50; subsections (b)(1), (b)(2)(g), and (c)(2) of Section 16-4-60; subsection (b)(2) of Section 16-4-100; subsection (2) of Section 16-4-110; and Section 16-7-120 of the Mead Municipal Code (“MMC”), to eliminate inefficiencies in the subdivision review process by removing provisions relating to sketch plans and visioning sessions, to allow for dedication of right-of-way and easements by administrative plat, and to allow for greater height for certain detached permanent signs in the I-25 corridor (“Amendments”); and

WHEREAS, the Board of Trustees desires to adopt the Amendments as further set forth herein and finds that the Amendments are 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. Subsections (a) and (b) of Section 16-4-40 of the MMC, titled “Types of subdivision,” are hereby amended as follows, with portions to be removed struck through and portions to be added in bold and underlined.

Sec. 16-4-40. - Types of subdivision.

(a) Major subdivisions.

(1) Definition. A major subdivision is a subdivision which includes one (1) or more of the following:

~~a. Dedication of public right-of-way or other public tracts; or~~

~~ba.~~ **The entire tract to be subdivided is greater than ten (10) acres; or**

~~eb.~~ **The resultant subdivision will produce more than six (6) lots.**

(2) Major subdivision process. The major subdivision process is as follows:

~~a. Sketch plan.~~

- ~~1. Preapplication conference and site visit with staff.~~
- ~~2. Board of Trustees visioning meeting (optional).~~
- ~~3. Application submittal.~~
- ~~4. Staff certifies application is complete.~~
- ~~5. Planning Commission review.~~
- ~~6. Board of Trustees action.~~

~~b~~a. Preliminary plat.

1. Preapplication conference with staff.
2. Application submittal.
3. Staff certifies application is complete.
4. Staff refers application to parties in interest.
5. Letters of support and commitment to serve letter.
6. Staff reviews application and prepares comments.
7. Applicant addresses staff comments.
8. Final staff review and report to Planning Commission.
9. Town schedules public hearing and completes public notification process.
10. Planning Commission public hearing and recommendation.
11. Board of Trustees public hearing and action.

~~e~~b. Final plat.

1. Application submittal.
2. Staff certifies application is complete.
3. Staff refers application to parties in interest.
4. Staff reviews application and prepares comments.

5. Applicant addresses staff comments.
6. Final staff review and report to Planning Commission.
7. Town schedules public hearing and completes public notification process.
8. Planning Commission public hearing and recommendation.
9. Staff notifies parties in interest of public meeting on final plat.
10. Town schedules public hearing and completes public notification Process.
11. Board of Trustees public hearing and action.
12. Record final plat.
13. Post-approval actions.

~~(3) Concurrent sketch plan/preliminary plat process. Major subdivisions may also choose to submit a sketch plan and preliminary plat concurrently.~~

~~a. Sketch plan/preliminary plat.~~

- ~~1. Preapplication conference.~~
- ~~2. Site visit with Town staff.~~
- ~~3. Board of Trustees visioning meeting (optional).~~
- ~~4. Application submittal.~~
- ~~5. Staff certifies application is complete.~~
- ~~6. Staff refers application to parties in interest.~~
- ~~7. Letters of support and commitment to serve letter.~~
- ~~8. Staff reviews application and prepares comments.~~
- ~~9. Applicant addresses staff comments.~~
- ~~10. Final staff review and report to Planning Commission.~~
- ~~11. Town schedules public hearing and completes public notification process.~~
- ~~12. Planning Commission public hearing and recommendation.~~

~~13. Board of Trustees action.~~~~b. Final plat.~~~~1. Application submittal.~~~~2. Staff certifies application is complete.~~~~3. Staff refers application to parties in interest.~~~~4. Staff reviews application and prepares comments.~~~~5. Applicant addresses staff comments.~~~~6. Final staff review and report to Planning Commission.~~~~7. Town schedules public hearing and completes public notification process.~~~~8. Planning Commission public hearing and recommendation.~~~~9. Staff notifies parties in interest.~~~~10. Town schedules public hearing and completes public notification process.~~~~11. Board of Trustees public hearing and action.~~~~12. Record final plat.~~~~13. Post approval actions.~~

(b) Minor subdivisions.

(1) Definition. A minor subdivision is a subdivision ~~which~~ **that** meets all of the following conditions:

a. Option 1.

1. The property has previously been platted within the Town;

~~2. There is no public right-of-way dedication;~~

~~3~~2. The entire tract to be subdivided is ten (10) acres or less in size;

~~4~~3. The resulting subdivision will produce six (6) or fewer lots; and

~~5~~4. There will be no exceptions to the Subdivision Design Standards.

b. Option 2.

- 1. The property is to be subdivided in order to split the parcel and convey a portion of it as a separate tract;~~and,~~
- ~~2. There is no public right of way dedication.~~

(2) Process. The minor subdivision process is as follows:

- a. Preapplication conference with Town staff.
- ~~b. Board of Trustees visioning meeting (optional).~~
- b. Application submittal.
- ~~c.~~ Staff certifies application is complete.
- d. Staff refers application to parties in interest.
- ~~e.~~ Letters of support and commitment to serve letters.
- f. Staff reviews application and prepares comments.
- ~~g.~~ Applicant responds to staff comments.
- h. Town schedules public hearing and completes public notification process.
- i. Planning Commission public hearing and recommendation.
- ~~k.~~ Board of Trustees public hearing and action.
- l. Record minor subdivision plat.

Section 2. Section 16-4-50 of the MMC, titled “Sketch plan,” is hereby repealed in its entirety and re-enacted to read as follows.

Sec. 16-4-50. - Reserved.

Section 3. Subsection (b)(1) of Section 16-4-60 of the MMC, titled “Preliminary plat,” is hereby amended as follows, with portions to be removed struck through and portions to be added in bold and underlined.

(b) Preliminary plat application process.

- (1) Step 1: Preapplication conference. A preapplication conference with a representative from the Town staff is required before the applicant may submit a preliminary plat application. Topics to be discussed will include:

- a. The provisions of this Code and the applicable requirements;
- b. The application and review process;
- ~~c. Input received in the sketch plan process;~~
- ~~d.~~ Identification of all impacted governing agencies and/or other referral parties;
- ~~e~~d. Submittal requirements; and
- ~~f~~e. Schedule for processing and tentative hearing dates.

Section 4. Subsection (b)(2)(g) of Section 16-4-60 of the MMC, titled “Preliminary plat,” is hereby amended as follows, with portions to be removed struck through and portions to be added in bold and underlined.

- g. General development information. Provide a written description of the existing conditions on the site and the proposed development, **including an** ~~Include the following items:~~
 - ~~1. Explanation of how the preliminary plat is consistent with the sketch plan, and if there are any differences, what they are and how the plan is still consistent with the community's vision.~~
 - ~~2. Explanation of how the items of concern expressed by the Planning Commission, the Board of Trustees and by the public at the time of sketch plan review, have been addressed.~~
 - ~~3.~~ **E**xplanation of how the plan is consistent with this Code and the Town Comprehensive Plan.

Section 5. Subsection (c)(2) of Section 16-4-60 of the MMC, titled “Preliminary plat,” is hereby amended as follows, with portions to be removed struck through.

- (2) The application ~~is consistent with the approved sketch plan and~~ incorporates the Planning Commission's recommendations and conditions of approval.

Section 6. Subsection (b)(2) of Section 16-4-100 of the MMC, titled “Site plan,” is hereby repealed in its entirety and replaced to read in full as follows.

- (2) Reserved.

Section 7. Subsection (2) of Section 16-4-110 of the MMC, titled “Administrative plat,” is hereby amended as follows, with portions to be removed struck through and portions to be added in bold and underlined.

- (2) Adjust one (1) or more lot lines on a recorded subdivision plat where:
 - a. The boundaries of ten (10) or fewer lots are changed;

- b. There is no increase in the number of lots;
- ~~c. No easements or rights of way are changed;~~
- ~~dc.~~ All resulting lots will comply with the requirements of this Code. No lots are created that will result in the need for a zoning variance or an exception to the subdivision design standards;
- ~~ed.~~ All required public improvements are installed and approved;
- ~~fe.~~ There have not been other administrative plats within the same subdivision such that in combination with the proposed administrative plat they would circumvent the intent of this Section;
- ~~gf.~~ The approval of the administrative plat will not violate any provisions of this Chapter.

Section 8. Section 16-7-120 of the MMC, titled “Standards for detached permanent signs,” is hereby amended as follows, with portions to be removed struck through and portions to be added in bold and underlined.

Sec. 16-7-120. - Standards for detached permanent signs.

Detached permanent signs are allowed according to the standards in Table 7.12(1), Detached Permanent Signs. The relationship between setbacks and height for primary detached signs is set out in Table 7.12(2), Setbacks and Height for Primary Detached Signs.

Table 7.12(1)
Detached Permanent Signs

	Zoning District				
Type of Sign	Residential (RSF-E, RSF-1, RSF-4, RMF-8, RMF-14)	Agricultural (AG)	Downtown Mixed-Use (DMU) and Welker Corridor (west of I-25) ¹	Commercial (GC, HC)	Industrial (LI)
Standards					
Primary Detached Signs					
Max. # of Signs	1 per entrance to residential <i>subdivision</i> or agricultural use on parcel larger than 5 acres		1 per parcel	1 per frontage	
Max. Sign Area	32 SF			1 SF per 2 LF of frontage for the first 100 ft. of frontage, then 1 SF per 4 LF of frontage, not to exceed the following: • 300 SF for multiple tenants located along I-25 corridor; • 200 SF for single tenant located	

Zoning District					
Type of Sign	Residential (RSF-E, RSF-1, RSF-4, RMF-8, RMF-14)	Agricultural (AG)	Downtown Mixed-Use (DMU) and Welker Corridor (west of I-25) ¹	Commercial (GC, HC)	Industrial (LI)
Standards					
				along I-25 corridor; • 175 SF for multiple tenants located along Highway 66 corridor; • 125 SF for single tenant located along Highway 66 corridor; • 100 SF for GC, HC and LI zones not located along State highway corridors ²	
Max. Sign Height	6 ft.			15 ft.; plus 15 <u>25</u> ft. for signs located along I-25 frontages; 15 ft.; plus 5 ft. for signs located along Hwy 66 frontages	
Setbacks and Spacing	• Primary detached signs must be spaced at least 12 ft. from building walls, at least 100 ft. from other primary detached signs on the same parcel • Primary detached signs must be set back at least 1 ft. from front property lines, plus 1 ft. for each 2 ft. of sign height (or portion thereof) above 4 ft. ("additional setback"); except that the additional setback does not apply to locations where: ° The property line is separated from the street frontage by public open space, drainage, an irrigation ditch, or a nonvehicular trail or greenway; provided, that the presence of the sign does not interfere with the maintenance of a drainage area or irrigation ditch; • Primary detached signs are subject to sight distance triangle restrictions in the "Town of Mead <i>Design Standards and Construction Specifications</i>" • Primary detached signs are subject to restrictions of utility easements • Primary detached signs must be set back from side and rear property lines a distance equal to the height of the sign				
Additional Standards	• Backlit cabinet signs are not allowed • Signs must be installed in a landscaped area that extends at least 3 ft. in all directions from the base of the sign, or within a pedestrian plaza; provided, that the sign does not obstruct pedestrian traffic			• Signs must be installed in a landscaped area that extends at least 3 ft. in all directions from the base of the sign, or within a pedestrian plaza; provided, that the sign does not obstruct pedestrian traffic	
	If used, sign poles shall be either concealed with an architectural treatment (e.g., wrapped with decorative architectural materials) or be otherwise decorative (e.g., textured). Smooth, unadorned metal sign poles are not allowed.				
Secondary Detached Sign					
Max. # of Signs	Not allowed for single-family and duplex uses, allowed for other uses in these districts. Standards defined in commercial and		1 per vehicular entrance	1 per vehicular entrance	

	Zoning District				
Type of Sign	Residential (RSF-E, RSF-1, RSF-4, RMF-8, RMF-14)	Agricultural (AG)	Downtown Mixed-Use (DMU) and Welker Corridor (west of I-25) ¹	Commercial (GC, HC)	Industrial (LI)
Standards					
	industrial zone districts shall apply.				
Max. Sign Area	Not applicable		6 SF	8 SF	
Max. Sign Height	Not applicable		4 ft.		
Setbacks and Spacing	Not applicable		• 1 ft. from property lines • 2 ft. from sidewalk or pavement		
Additional Standards	Not applicable		• Backlit cabinet signs are not allowed	None	

TABLE NOTES:

¹ For property in the Welker Corridor, the standards of this column apply regardless of underlying zoning district.

² The highway corridor is defined as all properties located within ¼ mile of a state or interstate highway right-of-way.

Table 7.12(2)

Setbacks and Height for Primary Detached Signs¹

Zoning District / Corridor ²	Sign Height (ft) ³	Minimum Setbacks (ft)
GC, HC, or LI, within I-25 Corridor	30 40	14
	28	13
	26	12
	24	11
	22	10
GC, HC, or LI, within Highway 66 Corridor	20	9
	18	8
	16	7
All other zoning districts and frontages	15	6½
	14	6
	12	5

Zoning District / Corridor ²	Sign Height (ft) ³	Minimum Setbacks (ft)
	10	4
	8	3
	6	2
	4	1
	2	1

TABLE NOTES:
¹ This table is intended to simplify the relationship between sign height and minimum setbacks as set out in Table 7.12(1), Detached Permanent Signs. To the extent of any conflict with this table, Table 7.12(1), Detached Permanent Signs controls.
² The highway corridor is defined as all properties located within ¼ mile of a state or interstate highway right-of-way.
³ Sign height is limited by zoning district in Table 7.12(1), Detached Permanent Signs. This table does not create additional allowances for sign height.

Section 9. Effective Date. This Ordinance shall be published and become effective as provided by law.

Section 10. Remaining provisions. Except as specifically amended hereby, all other provisions of the Mead Municipal Code shall continue in full force and effect.

Section 11. 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 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, AND ADOPTED THIS 25th DAY OF JULY, 2022.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor



Agenda Item Summary (AIS)

MEETING DATE: July 25, 2022

SUBJECT: **Ordinance No. 1003** - An Ordinance of the Town of Mead, Colorado, Amending Sections 11-2-30, 11-2-70, and 11-2-120 of the Mead Municipal Code Regarding Permitting for Deployment of Fiber to the Premises (FTTP) or Comparable Networks Within the Town

Resolution No. 51-R-2022 - A Resolution of the Town of Mead, Colorado, Amending the Comprehensive Fee Schedule to Add Fees Relating to FTTP or Comparable Network Deployment

PRESENTED BY: Christiana McCormick, Deputy Town Attorney

SUMMARY

This Ordinance is before the Board of Trustees in anticipation of broadband service providers beginning to install fiber to the premises (FTTP), gigabit broadband, or comparable networks and related facilities within the Town of Mead and its public rights-of-way. The Ordinance establishes a permitting process and related requirements for FTTP Network providers to deploy FTTP and comparable network facilities within the public right-of-way. This process applies to any FTTP Network provider who wishes to deploy broadband infrastructure and facilities within Town rights-of-way. The Ordinance also requires the payment of a permit fee.

The Resolution before the Board of Trustees should be considered in conjunction with the Ordinance and passed only if the Ordinance is passed. The Ordinance authorizes a permit fee for FTTP Network deployment permits, and the Resolution amends the comprehensive fee schedule to establish and include that fee.

FINANCIAL CONSIDERATIONS

The Resolution establishes a per-structure fee, and FTTP Network permit applicants can apply for a permit that covers an area within the Town that includes up to 1,000 structures. The permit fee is \$1.00 per structure with multi-family structures having a fee of \$1.00 per unit. The Resolution also includes a maximum permit fee amount for FTTP Network providers that need only one central office or structure in the Town.

PROPOSED ACTION / RECOMMENDATION

Recommended motions:

MOTION FOR ORDINANCE

“I move to adopt Ordinance No. 1003 - An Ordinance of the Town of Mead, Colorado, Amending Sections 11-2-30, 11-2-70, and 11-2-120 of the Mead Municipal Code Regarding Permitting for Deployment of Fiber to the Premises (FTTP) or Comparable Networks Within the Town.”

MOTION FOR RESOLUTION

“I move to adopt Resolution No. 51-R-2022 - A Resolution of the Town of Mead, Colorado, Amending the Comprehensive Fee Schedule to Add Fees Relating to FTTP or Comparable Network Deployment.”

ATTACHMENTS

- | | |
|---------------|--------------------------|
| Attachment 1: | Ordinance No. 1003 |
| Attachment 2: | Resolution No. 51-R-2022 |

**TOWN OF MEAD, COLORADO
ORDINANCE NO. 1003**

**AN ORDINANCE OF THE TOWN OF MEAD, COLORADO, AMENDING
SECTIONS 11-2-30, 11-2-70, AND 11-2-120 OF THE MEAD MUNICIPAL CODE
REGARDING PERMITTING FOR DEPLOYMENT OF FIBER TO THE
PREMISES (FTTP) OR COMPARABLE NETWORKS WITHIN THE TOWN**

WHEREAS, the Board of Trustees of the Town of Mead (“Board of Trustees”) has the authority pursuant to C.R.S. § 31-15-401 and its general police powers to pass and enforce regulations which may be necessary or expedient for the promotion of the health, safety, and welfare of the citizens of the Town of Mead (“Town”); and

WHEREAS, fiber to the premises networks and gigabit broadband networks and their related infrastructure and facilities (together, “FTTP Networks”), are vital for education, economic development, health, the pursuit of science and technology, the conduct of government, communications for first-responders, and are essential to obtaining economic and educational equality; and

WHEREAS, the Town of Mead (“Town”) desires to encourage and facilitate the development and deployment of FTTP Networks within the boundaries of the Town to better serve the public and further the important public policy objectives set forth above; and

WHEREAS, the Town also desires to encourage competition between FTTP Network providers and ensure that companies provide FTTP Networks to the Town without excluding any resident or business; and

WHEREAS, the Town recognizes that it cannot compel companies to provide FTTP Networks without excluding any resident or business and finds that creating incentives for the installation and deployment of FTTP Networks is a Town policy that will benefit the public; and

WHEREAS, the Telecommunications Act, at Section 253 of Title 47 of the United States Code, permits local governments to require fair and reasonable compensation for use of the right of way and to manage access to the right of way on a competitively neutral and non-discriminatory basis; and

WHEREAS, the permit process established by this ordinance may be utilized by any FTTP Network provider that wishes to use the public right-of-way to construct and deploy a FTTP Network in the Town that provides service to all Town residents and businesses; and

WHEREAS, the Board of Trustees finds that the amendments to Article II of Chapter 11 of the Town’s Municipal Code set forth in this ordinance are in the best interests 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. Section 11-2-30 of the MMC, titled “Restoration of excavations and obstructions,” is hereby amended as follows, with ~~strike through~~ text showing deletions and **bold**,

underlined text showing additions:

Sec. 11-2-30. Restoration of excavations and obstructions.

The permit holder shall restore the street, alley, sidewalk or other public place to its original condition to the extent practicable. Excavations shall be mechanically tamped or recompact to the full depth of the excavation at no less than ninety-five percent (95%) of Standard Proctor Maximum Density. Any removal, damage or disruption of asphalt or concrete pavement, curb and gutter, drainage structures or sidewalks shall be repaired in the manner prescribed by the Town Engineer. The permitholder shall warrant and guarantee the repair for a period of two (2) years from the date of completion.

Section 2. Section 11-2-70 of the MMC, titled “Permit fees,” is hereby amended as follows, with ~~striketrough~~ text showing deletions and **bold, underlined** text showing additions:

Sec. 11-2-70. Permit fees.

Before a permit shall be issued under this Code, any applicable fees shall be paid to the Town Clerk in ~~an amount established administratively by the Town Manager~~**the amounts set forth in the Town’s comprehensive fee schedule adopted pursuant to Section 1-8-10 of this Code and available on the Town’s website and at the Town Clerk’s office** and posted in the office of the Town Clerk. Such fees may be adjusted from time to time as deemed necessary **in accordance with Section 1-8-20 of this Code.**

Section 3. Section 11-2-120 of the MMC is hereby amended to add a new section titled “Permit process and fees for deployment of fiber to the premises (FTTP) and comparable networks within Town boundaries” as follows:

Sec. 11-2-120. Permit process and fees for deployment of fiber to the premises (FTTP) and comparable networks within Town boundaries.

(a) Definitions.

1. *Applicant* means a person who submits an Application under this section.
2. *Application* means a written request on forms approved by the Town for a Permit.
3. *Comparable Network*, for purposes of this Section, means broadband network infrastructure and technical capacity that facilitates the provision of broadband services comparable to the broadband services that are capable of being provided through an FTTP Network, which includes, at a minimum, symmetrical gigabit speeds.
4. *FTTP Network* means a fiber to the premises network or a gigabit broadband network and associated infrastructure and facilities.
5. *Ordinary Maintenance and Repair* means inspections, testing and/or repair that maintain functional capacity, aesthetic and structural integrity of a FTTP or

Comparable Network that does not require blocking, damaging or disturbing any portion of the Public ROW.

- 6. *Permit* means a written authorization issued by the Town in electronic or hard copy format to install an FTTP or Comparable Network at specified locations in the Public ROW.
- 7. *Provider* means an FTTP or Comparable Network provider and includes any person that owns or operates any FTTP or Comparable Network within the Public ROW.
- 8. *Public ROW* means the area on, below, or above property that has been designated for use as or is used for a public roadway, highway, street, sidewalk, alley or similar purpose. For the purposes of this section, Public ROW shall include public utility easements but shall not include federal highways or other areas that are not within the Town’s jurisdiction, ownership, or control.

(b) Permit Required. Unless expressly authorized in this section, no person may construct, maintain, or perform any other work in the Public ROW related to a FTTP or Comparable Network without first obtaining a Permit. The Town shall not issue any Permit except in accordance with this section and unless all applicable fees have been paid.

(c) Permit Fees.

- 1. The fee for a Permit within the Town shall be as set forth in the Town’s comprehensive fee schedule. The Permit fee is intended to compensate the Town for actual costs incurred in the Permit and review process and for costs incurred in Permit oversight and close-out requirements related to the work performed pursuant to the Permit.
- 2. The Applicant or Provider shall be subject to and pay any other applicable fees of the Town or other governing body related to the construction and installation of an FTTP or Comparable Network within Public ROW. Notwithstanding the foregoing, if the FTTP or Comparable Network deployment does not require more than one central office or related structure within the Town, the total amount of the Town’s Permit fee and for any additional Town permits required related to the initial construction and deployment of the FTTP or Comparable Network shall not exceed the cost set forth in the Town’s comprehensive fee schedule multiplied by the total Town population, as the population is estimated on the date of the Permit application. The limitation on the cost of Town permits to the Applicant or Provider in this paragraph does not apply to any other permits that may be required by other entities, such as ditch or railroad companies.

(d) Application. An Applicant may apply for a Permit to cover an area within the Town (a “grid”) comprised of up to one thousand (1,000) structures. The Permit will authorize the FTTP or Comparable Network deployment in a site-specific grid area within the Town and will cover planned construction of the FTTP or Comparable Network as well as traffic control, restoration and clean up requirements in accordance with this section and any other applicable provisions of this Code or other laws or regulations. Applications must be submitted on forms

approved by the Town. The Town may require information in addition to that requested on the application forms if and as the Town deems necessary to process the application.

- (e) Location of Facilities. No FTTP or Comparable Network shall be located or maintained so as to unreasonably interfere with the use of the Public ROW by the Town, by the general public, or by other persons authorized to use or be present in or upon the Public ROW.
- (f) Construction Standards. All Permits shall be issued on the condition that the Provider and/or Applicant comply with all requirements set forth in the Town of Mead Design Standards and Construction Specifications, adopted by reference in Article XIV of Chapter 16 of this Code.
- (g) As-Builts and Maps. Within thirty (30) days following the Provider's completion of the construction and installation of any FTTP or Comparable Network, the Provider shall submit to the Town as-built drawings and maps in a form approved by the Town showing the location of the FTTP or Comparable Network within the Public ROW.
- (h) Compliance with Excavation Regulations. Except as otherwise provided in this section, Applicants and Permittees shall comply with the provisions of Article II of Chapter 11 of this Code concerning excavations and obstructions.
- (i) Removal, Relocation, and Abandonment.
 - 1. Within fifteen (15) days following written notice from the Town, the Provider shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any of its FTTP or Comparable Network within the Public ROW whenever the Town has determined, in its sole discretion, that such removal, relocation, change or alteration is necessary for the construction, repair, maintenance, or installation of any Town improvement, the operations of the Town in, under or upon the Public ROW, or otherwise is in the public interest. The Provider shall be responsible to the Town for any damages or penalties it may incur as a result of the Provider's failure to remove or relocate the FTTP or Comparable Network.
 - 2. The Town retains the right and privilege to cut or move any FTTP or Comparable Network located within the Public ROW of the Town, as the Town may determine in its sole discretion to be necessary, appropriate or useful in response to any public emergency. If circumstances permit, the Town shall notify the Provider and provide the Provider with an opportunity to move the FTTP or Comparable Network prior to cutting or moving the FTTP or Comparable Network. In all cases the Town shall notify the Provider after cutting or moving the FTTP or Comparable Network facilities as promptly as reasonably possible.
 - 3. A Provider shall notify the Town of abandonment of any FTTP or Comparable Network at the time the decision to abandon is made; however, in no case shall such notification be made later than thirty (30) days prior to abandonment. Following receipt of such notice, the Town may require Provider to remove its FTTP or Comparable Network at the Provider's own expense, unless the Town determines, in its sole discretion, that the FTTP or Comparable Network may be abandoned in place. The Provider shall remain solely responsible and liable for all of its FTTP or

Comparable Network until they are removed from the Public ROW unless the Town agrees in writing to take ownership of the abandoned FTTP or Comparable Network.

4. If the Provider fails to timely protect, support, temporarily or permanently disconnect, remove, relocate, change or alter any of its FTTP or Comparable Network or remove any of its abandoned FTTP or Comparable Network as required in this subsection, the Town or its contractor may do so and the Provider shall pay all costs and expenses related to such work, including any delay damages or other damages the Town incurs arising from the delay.
- (j) Ordinary Maintenance and Repair. A Permit shall not be required for Ordinary Maintenance and Repair. The Provider or other person performing the Ordinary Maintenance and Repair shall obtain any other permits required by applicable laws or regulations and shall notify the Town in writing at least forty-eight (48) hours prior to the Ordinary Maintenance and Repair.
 - (k) Drops to Subscriber Premises. The majority of drops to subscriber premises will not require a Permit. Permit requirements for drops to subscriber premises, when and if applicable, shall be addressed in an Applicant's or Provider's Master License Agreement, Cable Franchise Agreement, or equivalent agreement(s) with the Town.
 - (l) Network Extensions. After initial construction of an Applicant's or Providers' FTTP or Comparable Network within the Town, any extensions into newly developed areas to provide connectivity to all new homes or other structures within the Town shall be governed by the regulations and requirements of this section.
 - (m) Insurance. Unless different amounts or types of insurance are required by a master license agreement or franchise agreement between a Provider and the Town, the Provider shall carry during the term of the Permit and when Provider is performing Ordinary Maintenance and Repair, at its own cost and expense, commercial general liability insurance with a minimum limit of liability of \$500,000 per occurrence and \$1,000,000 general aggregate and which provides coverage for bodily injury, death, damage to or destruction of property of others, including loss of use thereof, and including products and completed operations. The insurance coverage identified in this paragraph shall apply to and name the Town as an additional insured, and shall provide a defense and indemnification to the Town. The insurance shall indemnify and defend the Town against all loss, damage, expense and liability arising out of or in any way connected with the work performed pursuant to the Permit. Each of such insurance coverages shall contain a waiver of subrogation for the Town's benefit. The Provider shall provide ten (10) days' advance notice to the Town in the event of cancellation of any coverage or modification of any coverage such that it is no longer compliant with this paragraph.
 - (n) Administrative Policies and Forms. The Town Manager, or his or her designee, is authorized to promulgate and amend from time to time policies and forms deemed desirable to assist in the administration of the provisions of this section. No administrative policy or form shall conflict with a specific requirement of this section or the Code; however, except when insurance types and amounts are governed by a master license agreement or franchise agreement, the Town Manager may adjust the limits of liability for the insurance required by this section for Permits on a case-by-case basis, in the Town Manager's discretion, through

the administrative policies and forms authorized by this paragraph. Failure to employ or follow administrative policies or use forms promulgated by the Town Manager shall not constitute a procedural breach or defect in the administration of this section and shall not preclude or limit the Town’s authority enforce its ordinances.

Section 4. Effective Date. This ordinance shall be published and become effective as provided by law.

Section 5. Remaining provisions. Except as specifically amended hereby, all other provisions of the Mead Municipal Code shall continue in full force and effect.

Section 6. 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 7. Severability. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the ordinance. The Board of Trustees hereby declares that it would have passed the ordinance including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more part, section, subsection, sentence, clause or phrase is declared invalid.

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 25TH DAY OF JULY, 2022.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 51-R-2022**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, AMENDING THE
COMPREHENSIVE FEE SCHEDULE TO ADD FEES RELATING TO FTTP OR
COMPARABLE NETWORK DEPLOYMENT**

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:

- Fees relating to fiber to the premises network or gigabit broadband (collectively, “FTTP Network”) deployment (*per Sec. 11-2-120 of the MMC added by Ordinance No 1003*)

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

WHEREAS, the Board of Trustees desires to amend the Fee Schedule to add the fees set forth in **Exhibit 1** attached to this Resolution effective on September 1, 2022.

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

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

Section 2. Effective Date. This Resolution shall become effective on **September 1, 2022**. The Town Clerk shall cause a copy of the Fee Schedule, as revised pursuant to this Resolution, 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 25TH DAY OF JULY, 2022.

ATTEST:

TOWN OF MEAD

By _____
Mary E. Strutt, MMC, Town Clerk

By _____
Colleen G. Whitlow, Mayor

EXHIBIT 1

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.	



Agenda Item Summary

MEETING DATE: July 25, 2022

SUBJECT: **Resolution No. 52-R-2022** – A Resolution of the Town of Mead, Colorado, Authorizing the Acquisition of Certain Real Property Known as 1785 County Road 32 (Grader Shed) from Weld County

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

SUMMARY

Weld County is no longer occupying a grader shed property it owns at 1785 County Road 32 and the Town wishes to purchase the property for one thousand dollars (\$1,000.00) for use by the Public Works Department. The property being sold includes a large equipment storage building and a diesel fuel storage tank and pump. The property is centrally located on CR 32, west of CR 5, and will provide the Town with much needed indoor equipment storage space.

While there are four maintenance bays currently under construction at the new Public Works facility, the grader and various tractors, loaders, dump trucks and other heavy equipment in the Town’s maintenance fleet far exceed current or planned indoor storage capacity. Keeping equipment inside when not in use provides protection from the elements, thereby increasing the longevity of the equipment.

Town Staff supports the acquisition of the property.

FINANCIAL CONSIDERATIONS

The purchase price is \$1,000.00, which will be paid in cash at closing. At the time of closing, Weld County will convey the property to the Town of Mead via quitclaim deed. Funds are available in the Municipal Facilities Contingency Fund 09-50-5720 to cover the purchase price of the property.

STAFF RECOMMENDATION/ACTION REQUIRED

Suggested Motion:

“I move to adopt Resolution No. 52-R-2022 – A resolution of the Town of Mead, Colorado, authorizing the acquisition of certain real property known as 1785 County Road 32 (Grader Shed) from Weld County”.

ATTACHMENTS

Resolution No. 52-R-2022
Exhibit 1 to Resolution - Real Estate Purchase and Sale Agreement for Mead Grader Shed

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 52-R-2022**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, AUTHORIZING THE
ACQUISITION OF CERTAIN REAL PROPERTY KNOWN AS 1785 COUNTY ROAD 32
(GRADER SHED) FROM WELD COUNTY**

WHEREAS, the Town of Mead (“Town”) desires to acquire the following real and personal property from the County of Weld (“Weld County”):

Street Address: 1785 County Road 32, Mead, Colorado.

Tax Parcel Information: Weld County Assessor Parcel# 120717000023.

Legal Description: 25556-C PT E2 17 3 68 BEG 1393.33'E OF S4 COR E208.73' N208.73' W208.73' S208.73' TO BEG (.14R), Mead, Colorado.

Personal property included with the real estate being sold: Building and fuel storage tank

(together, the “Property”); and

WHEREAS, pursuant to C.R.S. § 31-15-101(1)(d), the Town is authorized to acquire, hold, lease and dispose of property, both real and personal; and

WHEREAS, Weld County has prepared that certain Real Estate Purchase and Sale Agreement for Mead Grader Shed, a copy of which is attached to this Resolution as **Exhibit 1** and incorporated herein by reference (“Purchase and Sale Agreement”); and

WHEREAS, the Board of Trustees desires to approve the Purchase and Sale Agreement and further desires to authorize the Mayor, Mayor Pro-Tem, Town Manager, and Town Clerk to execute the Purchase and Sale Agreement and all other documents necessary to facilitate or complete the acquisition of the Property from Weld County, following the review and approval of all such documents as to form by the Town Attorney; and

WHEREAS, the Board believes that it is in the best interests of the Town and its inhabitants to purchase the Property,

NOW THEREFORE, BE IT RESOLVED 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.

Section 2. Approve Acquisition of Property. The Board hereby approves the acquisition of the Property in accordance with the terms and conditions set forth in the Purchase and Sale Agreement.

Section 3. Execution of Documents. The Mayor, Mayor Pro-Tem, Town Manager, and Town Clerk are authorized to execute all documents necessary to facilitate or complete the acquisition of the Property, following the review and approval of all such documents as to form by the Town Attorney.

Section 4. Effective Date. This resolution shall become effective immediately upon adoption.

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

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 25TH DAY OF JULY, 2022.

ATTEST:

TOWN OF MEAD:

By _____
Mary E. Strutt, MMC, Town Clerk

By _____
Colleen G. Whitlow, Mayor

Exhibit 1

Real Estate Purchase and Sale Agreement for Mead Grader Shed

REAL ESTATE PURCHASE AND SALE AGREEMENT FOR MEAD GRADER SHED

The **TOWN OF MEAD**, a municipal corporation of the State of Colorado, whose address is 441 Third Street, Mead, CO 80542 ("Buyer") agrees to buy, and the **COUNTY OF WELD**, a political subdivision of the State of Colorado, by and through the Board of County Commissioners of the County of Weld, whose address is P.O. Box 758, 1150 O Street, Greeley CO 80632 ("Seller") agrees to sell, the real and personal property described below (the "Property") for the Town of Mead's use to support their operations.

1. Description. The Property is described as follows:

Street Address: 1785 County Road 32, Mead, Colorado.
Tax Parcel Information: Weld County Assessor Parcel# 120717000023.
Legal Description: 25556-C PT E2 17 3 68 BEG 1393.33'E OF S4 COR E208.73' N208.73' W208.73' S208.73' TO BEG (.14R), Mead, Colorado.
Personal property included with the real estate being sold: Building and fuel storage tank.

2. Purchase Price and Terms. The purchase price is \$1,000.00, which shall be paid in cash at the closing. Additionally, in exchange for the Property, the Buyer agrees to be responsible for any and all fees associated with the transfer of the existing fuel site from Weld County to the Town of Mead through the State of Colorado Oil & Public Safety – Petroleum Division. These fees may include, without limitation, testing, transfer documents, and/or subsequent remediation requirements.

3. Closing Agent. No closing agent shall be required.

4. Earnest Money. No deposit of earnest money shall be required.

5. Closing. This transaction shall be closed at a time and place determined by agreement of Buyer and Seller. Because the Property is currently owned by Seller who is a tax-exempt political subdivision of the State of Colorado, no property taxes are due on the Property. Any expenses relating to the Property for the year in which the sale is closed shall be prorated as of the date of closing.

6. Closing Costs. Seller and Buyer shall pay their own closing cost, if any.

7. Title Insurance. Title insurance is not required.

8. Financial Contingency. There are no financial contingencies associated with this purchase and sale of Property.

9. Quit Claim Deed. At the time of closing, Seller shall convey the Property to Buyer by quit claim deed.

10. Inspection. Buyer has inspected the Property and accepts it in its present condition.

11. Binding Effect of this Agreement. This Agreement shall be for the benefit of, and be binding upon, the parties, their heirs, successors, legal representatives and assigns. It

constitutes the entire agreement between the parties. No modification of this Agreement shall be binding unless signed by both Buyer and Seller.

12. Governing Law. This Agreement shall be interpreted in accordance with the laws of Colorado.

14. Cooperation. Buyer and Seller agree to take promptly all actions reasonably necessary to carry out the responsibilities and obligations of this Agreement.

15. Risk of Loss. The risk of casualty loss or damage to the Property shall be borne by the Seller until transfer of title. If a casualty loss prior to closing exceeds 10% of the purchase price, either Seller or Buyer may elect to terminate this Agreement.

16. Effective Date. This Agreement shall take effect on the later of the dates below.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date set forth above:

Seller:

ATTEST:
Weld County Clerk to the Board

COUNTY OF WELD, a political
subdivision of the State of Colorado

By: _____
Deputy Clerk to the Board

By: _____
Scott K. James, Chair
Board of County Commissioners
of the County of Weld

Buyer:

ATTEST:

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

By: _____
Mary Strutt, Town Clerk

By: _____
Colleen Whitlow, Mayor



Agenda Item Summary

MEETING DATE: July 25, 2022

SUBJECT: Resolution No. 53-R-2022 - Approving a Professional Services Agreement Between the Town and OZ Architecture, Inc. for Municipal Facilities Master Site Plan Services

PRESENTED BY: Jason Bradford, AICP, Community Development Director

SUMMARY

Both the Town of Mead’s Police Department and the Mountain View Fire Rescue District are in need of new facilities. The Town’s staff, in collaboration with the Police Department and the Fire District, identified Tract B of the Liberty Ranch subdivision (“Tract”) as a good location for both agencies to expand their presence in Mead to accommodate additional services for the Town’s growing population. This 32.69-acre Tract was dedicated to the Town of Mead in conjunction with the Town’s approval of the Liberty Ranch final plat, to be used for a public purpose.

Town staff issued a Request for Proposals (RFP) on April 15, 2022, in order to seek proposals for qualified consulting firms to develop a master site plan and help identify additional potential public uses for the Tract B site. Staff received six (6) proposals on May 20th and three (3) firms were shortlisted for interviews, which were conducted on June 24th. The firms were evaluated on their proposal document, team experience, and expertise in planning, site programming, feasibility analysis, and public involvement.

Staff is recommending the awarding of a professional services agreement (“Agreement”) to OZ Architecture, Inc. (“OZ”) to develop a master site plan for the Tract (“Services”). OZ has extensive experience and expertise in municipal site planning and demonstrated success with similar projects in other jurisdictions. In addition, OZ submitted an organized and well-developed blueprint for the Services, with the lowest bid.

The Agreement establishes hourly rates for the Services provided. Once under contract, OZ will develop the master site plan in accordance with the Scope of Work described in the RFP, as further detailed in the Agreement. The Agreement is attached to Resolution No. 53-R-2022 for the Board’s consideration and establishes a not-to-exceed amount for the Services of **Forty-Nine Thousand Eight Hundred Forty-Six Dollars and Zero Cents (\$49,846.00)** and a term through December 30, 2022.

FINANCIAL CONSIDERATIONS

The award of contract establishes the hourly unit rates for the Services with a not-to-exceed figure of **Forty-Nine Thousand Eight Hundred Forty-Six Dollars and Zero Cents (\$49,846.00)** for the development of a master site plan for the Tract B site and associated services as further outlined in the Agreement.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends approval of the Agreement with OZ, and recommends the following motion:

“I move to adopt Resolution No. 53-R-2022, a Resolution of the Town of Mead Approving a Professional Service Agreement Between the Town and OZ Architecture, Inc. for Municipal Facilities Master Site Plan Services.”

ATTACHMENTS

Resolution No. 53-R-2022 (Agreement attached as Exhibit 1)

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 53-R-2022**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING
A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN
AND OZ ARCHITECTURE, INC. FOR MUNICIPAL FACILITIES
MASTER SITE PLAN SERVICES**

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 a master site plan to serve as a foundation for the future development of new municipal facilities on Tract B in the Liberty Ranch subdivision in the Town of Mead, Colorado (the “Services”), which Services are more particularly described in the Request for Proposals- Municipal Facilities Master Site Plan, issued by the Town on April 15, 2022 (“RFP”); and

WHEREAS, OZ Architecture, Inc. (“Contractor”) submitted a proposal in response to the RFP, representing that it has the requisite qualifications and experience to provide the Services to the Town; and

WHEREAS, the Town has carefully considered and evaluated the Contractor’s proposal, among others it received, and desires to approve a professional services agreement with the Contractor, substantially in the form attached to this Resolution as **Exhibit 1** and incorporated herein by reference (“Agreement”); and

WHEREAS, the Board of Trustees finds it is in the best interests of the Town to authorize the Agreement with the Contractor in the not-to-exceed amount of **Forty-Nine Thousand Eight Hundred Forty-Six Dollars and Zero Cents (\$49,846.00)**.

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

Section 1. The Board of Trustees hereby: (a) approves the Agreement with Contractor for the Services in substantially the form attached hereto as **Exhibit 1** for the not-to-exceed amount of Forty-Nine Thousand Eight Hundred Forty-Six Dollars and Zero Cents (\$49,846.00); (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 Agreement as may be appropriate and that do not substantially increase the obligations of the Town; and (c) authorizes the Mayor to execute the Agreement on behalf of the Town 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 25TH DAY OF JULY, 2022.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

Exhibit 1
Agreement for Professional Services

(see attached document)

Town of Mead, Colorado
AGREEMENT FOR PROFESSIONAL SERVICES

Project/Services Name: Town of Mead Municipal Facilities Master Site Plan

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into by and between the Town of Mead, a municipal corporation of the State of Colorado, with offices at 441 Third Street, Mead, Colorado 80542 (the “Town”), and OZ Architecture, Inc., a Colorado corporation with offices at 3003 Larimer Street, Denver, Colorado 80205 (“Contractor”) (each individually a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, the Town requires certain professional services as more fully described in **Exhibit A**; and

WHEREAS, Contractor represents that it has the requisite expertise and experience to perform the professional services; and

WHEREAS, the Town desires to contract with the Contractor subject to the terms of this Agreement.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Services. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (the “Services” or “Scope of Services”). The Parties recognize and acknowledge that, although the Town has requested certain general services to be performed or certain work product to be produced, the Contractor has offered to the Town the process, procedures, terms, and conditions under which the Contractor plans and proposes to achieve or produce the services and/or work product(s) and the Town, through this Agreement, has accepted such process, procedures, terms, and conditions as binding on the Parties.

B. Changes to Services. A change in the Scope of Services shall not be effective unless authorized through a written amendment to this Agreement signed by both Parties. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract. Except as expressly provided herein or as otherwise provided in writing by the Town, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement.

C. Duty to Inform. The Contractor shall perform the Services in accordance with this Agreement and shall promptly inform the Town concerning ambiguities and uncertainties related to the Contractor’s performance that are not addressed by the Agreement.

D. Time of Performance. The Contractor shall perform all Services in accordance with this Agreement commencing on the Effective Date, as set forth in Section II of this Agreement, until such Services are completed, or terminated or suspended in accordance with this Agreement. The Contractor shall not temporarily delay, postpone, or suspend the performance of the Services without the written consent of the Town Board of Trustees, Town Manager, or a person expressly authorized in writing to direct the Contractor’s services.

II. TERM AND TERMINATION

A. Term. This Agreement shall commence on the date of mutual execution of the Parties (the “Effective Date”) and shall continue until December 30, 2022, or until terminated as provided herein (“Termination Date”). The Parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriation.

B. Town Unilateral Termination. This Agreement may be terminated by the Town for any or no reason upon written notice delivered to the Contractor at least ten (10) days prior to termination. In the event of the Town’s exercise of the right of unilateral termination as provided by this paragraph:

1. Unless otherwise provided in any notice of termination, the Contractor shall provide no further services in connection with this Agreement after Contractor’s receipt of a notice of termination; and

2. The Contractor shall deliver all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement to the Town and such documents, data, studies, and reports shall become the property of the Town; and

3. The Contractor shall submit to the Town a final accounting and final invoice of charges for all outstanding and unpaid Services and reimbursable expenses authorized by this Agreement and performed prior to the Contractor’s receipt of notice of termination and for any Services authorized to be performed by the notice of termination as provided by Section II.B of this Agreement. The Contractor shall deliver such final accounting and final invoice to the Town within thirty (30) days of the date of termination; thereafter, the Town shall not accept and Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor.

C. Termination for Non-Performance. Should a party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party. Such notice shall specify the non-performance, provide a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purpose of this Section II.C, “reasonable time” shall not be less than five (5) business days. In

the event of a failure to timely cure a non-performance and upon the date of the resulting termination for non-performance, the Contractor shall prepare a final accounting and final invoice of charges for all performed but unpaid Services and any reimbursable expenses authorized by this Agreement. Such final accounting and final invoice shall be delivered to the Town within fifteen (15) days of the termination date contained in the written notice. Thereafter, the Town shall not accept and Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor. Provided that notice of non-performance is provided in accordance with this Section II.C, nothing in this Section II.C shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

D. Suspension of Services. The Town may suspend the Contractor’s performance of the Services at the Town’s discretion and for any reason by delivery of written notice of suspension to the Contractor, which notice shall state a specific date of suspension. Upon Contractor’s receipt of such notice of suspension from the Town, the Contractor shall immediately cease performance of the Services on the date of suspension except: (1) as may be specifically authorized by the notice of suspension (e.g., to secure the work area from damage due to weather or to complete a specific report or study); or (2) for the submission of an invoice for Services performed prior to the date of suspension in accordance with this Agreement. Contractor shall not re-commence performance of the Services until it receives written notice of re-commencement from the Town.

E. Delivery of Notices. Any notice permitted by this Section II and its subsections shall be addressed to the Town Representative or the Contractor Representative at the address set forth in Section XII.D of this Agreement or such other address as either Party may notify the other of and shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

III. REPRESENTATIVES AND SUPERVISION

A. Town Representative. The Town representative responsible for oversight of this Agreement and the Contractor’s performance of Services hereunder shall be the Town Manager or his or her designee (“Town Representative”). The Town Representative shall act as the Town’s primary point of contact with the Contractor.

B. Contractor Representative. The Contractor representative under this Agreement shall be Kevin Schaffer, AIA, Principal-in-Charge (“Contractor Representative”). The Contractor Representative shall act as the Contractor’s primary point of contact with the Town. The Contractor shall not designate another person to be the Contractor Representative without prior written notice to the Town.

C. Town Supervision. The Contractor shall provide all Services with little or no daily supervision by Town staff or other contractors. Inability or failure of the Contractor to perform with little or no daily supervision which results in the Town’s need to allocate resources in time or expense for daily supervision shall constitute a material breach of this Agreement and be subject to cure or remedy, including possible termination of the Agreement, as provided in this Agreement.

IV. COMPENSATION

A. Not-to-Exceed Amount. Following execution of this Agreement by the Parties, the Contractor shall be authorized to and shall commence performance of the Services as described in **Exhibit A**, subject to the requirements and limitations on compensation as provided by this Section IV and its subsections. Compensation to be paid hereunder shall not exceed Forty-Nine Thousand Eight Hundred Forty-Six Dollars and Zero Cents (\$49,846.00) (“Not-to-Exceed Amount”) unless a larger amount is agreed to by and between the Parties in accordance with the amendment requirements of this Agreement. Notwithstanding the amount specified in this Section, Contractor shall be paid only for work performed. Contractor shall not be paid until tasks identified in the Scope of Services are performed to the satisfaction of the Town. In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor as follows:

- ☒ If this box is checked, the Town shall pay Contractor on a time and materials basis in accordance with the rate schedule shown in **Exhibit B**. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for any fees, costs and expenses. Final payment may be requested by the Contractor upon completion of the Services and the Town’s acceptance of all work or Services as set forth in **Exhibit A**.
- ☐ If this box is checked, the Town shall pay the Contractor the Not-to-Exceed Amount in a single lump sum payment.

B. Receipts. The Town, before making any payment, may require the Contractor to furnish at no additional charge 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.

C. Reimbursable Expenses.

1. If this Agreement is for lump sum compensation, there shall be no reimbursable expenses.
2. If the Agreement is for compensation based on a time and materials basis, the following shall be considered “reimbursable expenses” for purposes of this Agreement and may be billed to the Town without administrative mark-up, which must be accounted for by the Contractor, and proof of payment shall be provided by the Contractor with the Contractor’s monthly invoices:

- ☒ None
- ☐ Vehicle Mileage (billed at not more than the prevailing per mile charge permitted by the IRS as a tax-deductible business expense)
- ☐ Printing and Photocopying Related to the Services (billed at actual cost)
- ☐ Long Distance Telephone Charges Related to the Services
- ☐ Postage and Delivery Services

☐ Lodging and Meals (but only with prior written approval of the Town as to dates and maximum amount)

3. Other Expenses. Any fee, cost, charge, or expense incurred by the Contractor not otherwise specifically authorized by this Agreement shall be deemed a non-reimbursable cost that shall be borne by the Contractor and shall not be billed or invoiced to the Town and shall not be paid by the Town.

D. No Waiver. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

V. PROFESSIONAL RESPONSIBILITY

A. General. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing required by law.

B. Standard of Performance. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations including environmental, health and safety laws and regulations.

C. Subcontractors. The Parties recognize and agree that subcontractors may be utilized by the Contractor for the performance of certain Services if included and as described more particularly in **Exhibit A**; however, the engagement or use of subcontractors will not relieve or excuse the Contractor from performance of any obligations imposed in accordance with this Agreement and Contractor shall remain solely responsible for ensuring that any subcontractors engaged to perform Services hereunder shall perform such Services in accordance with all terms and conditions of this Agreement.

VI. INDEPENDENT CONTRACTOR

A. General. Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

B. Liability for Employment-Related Rights and Compensation. The Contractor shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Contractor, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. 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.

B. Insurance Coverage and Employment Benefits. 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.

C. Employee Benefits Claims. 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.

VII. INSURANCE

A. General. During the term of this Agreement, the Contractor shall obtain and shall continuously maintain, at the Contractor’s expense, insurance of the kind and in the minimum amounts specified as follows by checking the appropriate boxes:

- ☐ The Contractor shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by the Contractor to be sufficient to meet or exceed the Contractor’s minimum statutory and legal obligations arising under this Agreement (“Contractor Insurance”); OR

- ☒ The Contractor shall secure and maintain the following (“Required Insurance”):
- ☒ Worker’s Compensation Insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder.

☒ Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000.00) each occurrence and of Two Million Dollars (\$2,000,000.00) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. 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 contain a severability of interests provision. Coverage shall be provided on an “occurrence” basis as opposed to a “claims made” basis. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.

☒ Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00) each occurrence with respect to each of the Contractor’s owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Services, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.

☒ Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of One Million Dollars (\$1,000,000.00) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder.

B. Additional Requirements. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least thirty (30) days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the

Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Insurance Certificates. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect prior to the commencement of the Services. The certificate shall identify this the Project/Services Name as set forth on the first page of this Agreement.

D. Failure to Obtain or Maintain Insurance. The Contractor’s failure to obtain and continuously maintain policies of insurance shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Agreement. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the Town may immediately terminate this Agreement, or, at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith. All monies so paid by the Town, together with an additional five percent (5%) administrative fee, shall be repaid by the Contractor to the Town immediately upon demand by the Town. At the Town’s sole discretion, the Town may offset the cost of the premiums against any monies due to the Contractor from the Town pursuant to this Agreement.

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined

by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. WORKERS WITHOUT AUTHORIZATION

The Contractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement. The Contractor shall not contract with a subcontractor that fails to certify that the subcontractor does not knowingly employ or contract with any workers without authorization. By entering into this Agreement, the Contractor certifies as of the date of this Agreement it does not knowingly employ or contract with a worker without authorization who will perform work under this public contract for services and that the Contractor will participate in the e-verify program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement. The Contractor is prohibited from using the e-verify program to undertake pre-employment screening of job applicants while this Agreement is being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, the Contractor shall be required to notify the subcontractor and the Town within three (3) days that the Contractor has actual knowledge that a subcontractor is employing or contracting with a worker without authorization. The Contractor shall terminate the subcontract if the subcontractor does not stop employing or contracting with the worker without authorization within three (3) days of receiving the notice regarding the Contractor’s actual knowledge. The Contractor shall not terminate the subcontract if, during such three days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization. The Contractor is required to comply with any reasonable request made by the Colorado Department of Labor and Employment made in the course of an investigation undertaken to determine compliance with this provision and applicable state law. If the Contractor violates this provision, the Town may terminate this Agreement, and the Contractor may be liable for actual and/or consequential damages incurred by the Town, notwithstanding any limitation on such damages provided by this Agreement.

X. REMEDIES

A. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the Town may exercise the following remedial actions if the Contractor substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant, insufficient, incorrect, or improper performance, activities or inactions by the Contractor. The remedial actions include:

1. Suspend the Contractor’s performance pending necessary corrective action as specified by the Town without the Contractor’s entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or
2. Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or

- 3. Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the Town; and/or
- 4. Terminate this Agreement in accordance with this Agreement.

B. The foregoing remedies are cumulative and the Town, in its sole discretion, may exercise any or all of the remedies individually or simultaneously.

XI. RECORDS AND OWNERSHIP

A. Retention and Open Records Act Compliance. All records of the Contractor related to the provision of Services hereunder, including public records as defined in the Colorado Open Records Act (“CORA”), and records produced or maintained in accordance with this Agreement, are to be retained and stored in accordance with the Town’s records retention and disposal policies. Those records which constitute “public records” under CORA are to be at the Town offices or accessible and opened for public inspection in accordance with CORA and Town policies. Public records requests for such records shall be processed in accordance with Town policies. Contractor agrees to allow access by the Town and the public to all documents subject to disclosure under applicable law. Contractor’s willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town. For purposes of CORA, the Town Clerk is the custodian of all records produced or created as a result of this Agreement. Nothing contained herein shall limit the Contractor’s right to defend against disclosure of records alleged to be public.

B. Town’s Right of Inspection. The Town shall have the right to request that the Contractor provide to the Town a list of all records of the Contractor related to the provision of Services hereunder retained by the Contractor in accordance with this subsection and the location and method of storage of such records. Contractor agrees to allow inspection at reasonable times by the Town of all documents and records produced or maintained in accordance with this Agreement.

C. Ownership. Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the Town of Mead upon delivery and shall not be made subject to any copyright by the Contractor unless authorized by the Town. Other materials, statistical data derived from other clients and other client projects, software, methodology and proprietary work used or provided by the Contractor to the Town not specifically created and delivered pursuant to the Services outlined in this Agreement shall not be owned by the Town and may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. The Town shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by Town staff and/or employees; or (2) pursuant to a request under the Colorado Open Records Act, § 24-72-203, C.R.S., to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Contractor waives any right to prevent its name from being used in connection with the Services. The Contractor may publicly state that it performs the Services for the Town.

D. Return of Records to Town. At the Town’s request, upon expiration or termination of this Agreement, all records of the Contractor related to the provision of Services hereunder, including public records as defined in the CORA, and records produced or maintained in accordance with this Agreement, are to be returned to the Town in a reasonable format and with an index as determined and requested by the Town.

XII. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligations of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Notice. Unless otherwise provided in this Agreement, any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent via pre-paid, first class United States Mail, to the party at the address set forth below.

If to the Town:

If to Contractor:

Town of Mead Attn: Town Manager 441 Third Street P.O. Box 626 Mead, Colorado 80542	OZ Architecture, Inc. Attn: Kevin Shaffer 3003 Larimer Street Denver, Colorado 80205
With Copy to: Michow Cox & McAskin LLP Attn: Mead Town Attorney 6530 S. Yosemite Street, Suite 200 Greenwood Village, Colorado 80111	With Copy to:

E. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

F. Modification. This Agreement may only be modified upon written agreement signed by the Parties.

G. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either Party without the written consent of the other.

H. Affirmative Action. The Contractor warrants that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor warrants that it will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

I. Governmental Immunity. The Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended (“CGIA”), or otherwise available to the Town and its officers or employees. Presently, the monetary limitations of the CGIA are set at three hundred eighty-seven thousand dollars (\$387,000) per person and one million ninety-three thousand dollars (\$1,093,000) per occurrence for an injury to two or more persons in any single occurrence where no one person may recover more than the per person limit described above.

J. Rights and Remedies. The 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.

K. Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, and thus any obligations of the Town hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. 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 XII shall not authorize assignment.

M. 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.

N. Release of Information. The Contractor shall not, without the prior written approval of the Town, release any privileged or confidential information obtained in connection with the Services or this Agreement.

O. Attorneys’ 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.

P. Survival. The provisions of Sections VI (Independent Contractor), VII (Insurance), VIII (Indemnification) and XII (A) (Governing Law and Venue), (J) (Rights and Remedies), (K) Annual Appropriation), (N) (Release of Information) and (O) Attorneys’ Fees, shall survive the expiration or termination of this Agreement. Any additional 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.

Q. Agreement Controls. 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.

R. 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.

S. 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.

T. 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.

U. Protection of Personal Identifying Information. In the event the Services include or require 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGES FOLLOW

THIS AGREEMENT is executed and made effective as provided above.

TOWN OF MEAD, COLORADO

By: _____

Printed Name: _____

Title: _____

Date of execution: _____

ATTEST:

Mary Strutt, MMC, Town Clerk

APPROVED AS TO FORM (*excluding exhibits*):

Marcus McAskin, Town Attorney

CONTRACTOR:

OZ ARCHITECTURE, INC.

By: _____

Printed Name: _____

Title: _____

Date of execution: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Agreement for Professional Services was subscribed, sworn to and acknowledged before me this ____ day of _____, 20____, by _____ as _____ of OZ Architecture, Inc., a Colorado corporation.

My commission expires: _____

(S E A L)

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

EXHIBIT A
SCOPE OF SERVICES

Contractor (“OZ”) shall provide the following Services to develop a master site plan for municipal facilities for the Town-owned property generally known as Tract B, Liberty Ranch subdivision, as generally described below and more particularly described on pages 18-20.

1. Kick-off:

Share work plan and draw from existing knowledge and documentation.

- a. Review existing documents including (but not limited to) Liberty Ranch Final Plat and amendments, Liberty Ranch MOAPI and amendments, Mead Comprehensive Plan, transportation plans, trails and open space plans, and other applicable plans; and
- b. Kick-off meeting with staff (discuss objectives and initial programming ideas); and
- c. Interview Police and Fire Department personnel to determine their needs and potential areas of shared facilities and resources.

*Deliverables: kick-off meeting attendance/materials, work plan, interviews and results compilation/analysis.

2. Existing conditions:

Investigate existing site conditions.

- a. Evaluate site boundaries, easements, rights-of-way, existing structures, and topography; and
- b. Evaluate/document site constraints/features such as oil and gas easements and restrictions, Liberty Ranch Neighborhood Park potential compatibility and/or conflicts, and other topographical features; and
- c. Evaluate needed on-site improvements, such as trails, roadway improvements, access points, connections between the greater Liberty Ranch subdivision and CR 7, and shared Police Department and Fire Department facility layout options.

*Deliverables: site layout options with evaluation/conclusions.

3. Prioritizing options:

Provide options for programming and improvements based on feedback and feasibility and assist the Town, Library District, Public Works Department, Parks and Recreation Department, Fire Department, and Police Department in prioritizing site layout options and programming for the entire Tract B parcel.

- a. Provide various site plan and programming options; and
- b. Conduct feasibility analysis to narrow options; and
- c. Provide list of feasible options for site layout, programming, public improvements, Police and Fire site layout and shared facilities; and
- d. Conduct work sessions with staff to prioritize programming and improvements.

*Deliverables: cost estimates and/or savings for shared Police and Fire facilities, programming feasibility analysis, list of programming options, work sessions with Town Board (2+/-)

4. Conceptual Review:

Present conceptual master site plan options for review to the Town staff, Police Department, Fire Department, Library District, elected and appointed officials, as follows:

- a. Town Staff, including representatives from the Public Works Department and the Parks and Recreation Department; and
- b. Police Department representatives; and
- c. Fire Department representatives and Board; and
- d. Library District representatives; and
- e. Board of Trustees (BOT).

*Deliverables: Present Master Site Plan options at various meetings and study sessions.

5. Master Site Plan:

Complete a master site plan to include, at a minimum, the following:

- a. Site survey; and
- b. Site plan with Police and Fire Department facility location, public improvements, utility layouts, and landscaping; and
- c. Site plan with programming options for remaining portions of the property; and
- d. Prelim. grading/drainage; and
- e. Colored Site Plan, renderings, and/or other visual aids as needed; and
- f. Other documentation as needed.

*Deliverables: Master Site Plan in hard-copy and electronic format.

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PROJECT APPROACH AND DELIVERABLES:

OZ will implement an interactive and communicative project management process to ensure understanding and involvement with all stakeholders. We understand how important this site development is for the future growth of the Town of Mead, and our communication-forward approach will allow us to consider each stakeholder's perspective as we move through each task, allowing us to deliver a Municipal Facilities Master Site Plan that is comprehensive and realistic in both cost and scope. The success of this plan is key in future development of Tract B, of the Liberty Ranch subdivision, and our team is passionate about supporting your community in this effort.

TASK 1: PROJECT KICKOFF

A productive, organized kickoff meeting is critical for this site plan's success. Not only is the input from the Town of Mead Police Department and Fire District imperative to this specific plan but understanding the future of this facility and how it can best serve residents through library, public works, recreation, and administrative facilities presents some unique opportunities and challenges that should be addressed at the very start of our process. Reviewing existing documents and information related to the site with all stakeholders allows us to create an actionable plan for our investigative approach.

Deliverables:

- Prior to kickoff meeting, OZ will confirm availability of Town of Mead stakeholders and regional partners and schedule the meeting accordingly
- Prior to kickoff meeting, OZ to develop and distribute questionnaire / information request as part of kickoff materials
 - For potential agency partners/users of an expanded MFMP
 - For Town of Mead stakeholders regarding the existing LETC
- OZ to lead an on-site kickoff meeting with project representative and stakeholders to confirm the following:
 - Project goals
 - Success factors for the project
 - Establish lines of communication
 - Identify schedule milestones and constraints
- Site tour and interviews with stakeholders
- After kickoff activities, provide Town and all stakeholders with project work plan, which documents the following:
 - A known and unknown information related to the site

- Interview and site tour results compilation and analysis
- OZ's next steps regarding site investigation and programming / improvements options

OUR TEAM'S COLLABORATIVE APPROACH TO KICKOFF SETS THE TONE FOR THE ENTIRE PROJECT – COMMUNICATIVE, ENGAGING, AND INCLUSIVE OF ALL STAKEHOLDERS TO ENSURE A COMPREHENSIVE MASTER SITE PLAN YOU CAN RELY ON FOR THE FUTURE DESIGN AND DEVELOPMENT OF THIS IMPORTANT FACILITY.

TASK 2: EXISTING CONDITIONS

Our field capabilities and experience inform this task, and we will thoroughly review all records, maps, and other related materials on top of field exploration and recording. While the technical expertise of site investigation is important to delivering layout options and conclusions, our communicative approach is crucial to successfully compiling all information and working with all consultants, stakeholders, permitting agencies, and departments involved to develop the most clear, concise evaluation of the site and the opportunities or challenges related to developing this facility in the future.

As we investigate and analyze the existing site conditions, we will consider how future development agreements, the Town of Mead Comprehensive Plan, parks and trails plan, and transportation plans and projected growth factor into the site, both as-is and in conjunction with the Joint Municipal Facilities development. At the micro level, we look at basic building layouts and adjacencies to begin developing a building footprint for site test fits, review of building efficiency, emergency vehicle response access, and initial massing to better understand building fit within the site context.

Deliverables:

- OZ/SSD to deliver a Due Diligence report and analysis on existing conditions, which is informed by:
 - Site restrictions/easements (including oil and gas), geotechnical information, utility locations and restrictions, geological and topographical details
 - Post-kickoff discussions with the police and fire

departments to determine both current and future needs and goals related to staffing, parking, building amenities, and training/equipment facilities that inform the development of the project site

- › In-depth exploration and discussions with adjacent property owner (Liberty Ranch Neighborhood) to determine their specific concerns
- › SSD to provide Alta Survey (shown in phase 5 of the RFP, but we believe it is critical to the process to complete this before we get into the site options so we are showing it in phase 2)

EFFECTIVE, DETAILED COMMUNICATION IS IMPORTANT TO PROVIDING THE TOWN OF MEAD WITH AN ACCURATE ANALYSIS OF THE SITE'S EXISTING CONDITIONS. OZ LOOKS FORWARD TO EXPLORING EACH STAKEHOLDERS' IDEAS, CONCERNS, AND INPUT REGARDING THE FUTURE OF THE SITE AND INCORPORATING THIS IMPORTANT FEEDBACK INTO THE TANGIBLE RESULTS OF OUR SITE EXPLORATION.

TASK 3: PRIORITIZING OPTIONS

Once we've completed our investigation and analysis of the site conditions and potential future impacts, we will compile this detailed information into a list that allows you and your stakeholders to prioritize the feasibility of your programming, improvement, and development options. This is a lot of information, input, and data that needs to be considered – our approach in consolidating all this input is to clearly define each option, and highlight the various opportunities, challenges and feasibility of each.

We understand that reviewing this information and narrowing down your site layout and programming can be difficult, and our team is committed to facilitating a smooth, productive process for prioritizing your options. Our approach to conducting staff work sessions is informed by our dedication to clear, efficient communication – our role is to ensure all stakeholders have an opportunity to provide input and collaboratively narrow down the options we move forward with for conceptual review.

DELIVERABLES:

- OZ/SSD to provide the Town, Library District, Public Works Department, Parks and Recreation Department with viable options for programming and improvements compiled from all feedback, site exploration, and analysis.

- OZ/SSD will conduct feasibility analysis on these options to assist the Town and stakeholders in selecting best options to move forward with in the conceptual review and present to the public. This analysis will include:
 - › Options for site layout, programming, and public improvements
 - › Police and Fire site layout and shared facility ideas / options
- OZ/SSD will lead and conduct work sessions with Town, Police, Fire, and other department staff to guide discussions related to feasibility of determined options and assist in finalizing a list of options that prioritize programming and improvements
 - › Capture feedback from these workshops
- OZ will provide costs related to the finalized list of programming options for shared Police and Fire facilities

OUR GOAL WITH THIS TASK IS TO EXTRAPOLATE THE NECESSARY DETAILS RELATED TO SITE LAYOUT AND PROGRAMMING OPTIONS SO THAT YOU AND YOUR STAKEHOLDERS CAN FOCUS ON NARROWING DOWN THE OPTIONS THAT ARE MOST FEASIBLE.

TASK 4: CONCEPTUAL REVIEW

After the collaborative and group-oriented process of prioritizing options, our team will develop conceptual master site plan option(s) based on the finalized list of programming and improvements options. Developing these conceptual master site plan option(s) is crucial for effectively engaging with key decision makers and stakeholders regarding the specific opportunities, benefits, and challenges associated with developing the joint municipal facility. Our team will be your partner in conducting meetings and presentations to the Board of Trustees related to these plans and understand the importance of providing opportunities for participants to share their opinions and concerns related to the impacts of this future development.

DELIVERABLES:

- OZ/SSD will lead presentations of conceptual master site plan option(s) for review to Town staff, Police department, Fire Department, Library District, elected and appointed officials, Board of Trustees, and Library District representatives

- Presentation development and other conceptual materials to facilitate conversations
- Capture feedback from these meetings
- (Alternate 2) OZ will generate 3D renderings that provide a graphic representation of the vision and further illuminates facets of the site plan

STAKEHOLDER BUY-IN IS IMPORTANT TO THE FINALIZATION OF THE MASTER SITE PLAN, AND HAVING INPUT FROM A LARGE GROUP CAN BE DIFFICULT TO MANAGE. OUR TEAM IS NOT ONLY ADEPT AT LEADING PRESENTATIONS AND PROVIDING INFORMATION RELATED TO THE DETAILS OF OUR WORK, BUT WE WILL ALSO CAPTURE FEEDBACK AND BALANCE THIS INFORMATION IN THE FINAL WORK PRODUCT SO THAT IS REPRESENTATIVE OF THE NEEDS AND GOALS OF THE OVERALL PROJECT.

TASK 5: MASTER SITE PLAN

Through our comprehensive, collaborative, and iterative project management process across all previous tasks, our team's Master Site Plan will provide the Town of Mead with a complete assessment of the site programming and improvements and sound recommendation on what we believe is in the best interest of you and your community. Our passion for civic and emergency services design and improvements is demonstrated in final work products, and we are excited to balance all the analysis, information, and feedback from stakeholders with a cost-effective, sustainable, and future proof site plan.

Our in-house marketing capabilities complement this final task, giving us the ability to provide value and materials above the required expectations listed in the RFP. We want your final Master Site Plan to meet the needs of all involved and support the future growth of the Police, Fire, and other integral Town Departments for generations to come.

DELIVERABLES:

- OZ/SSD will develop and deliver a complete master site plan with all elements mentioned in the RFP included
- (Alternate 1) OZ will create realistic flythrough video(s) that further demonstrate the vision and value of this potential joint facility and improve engagement with stakeholders and the public

EXHIBIT B
COMPENSATION

OZ Architecture Hourly Rates

Principal	\$170-240/hr
Associate Principal	\$145-190/hr
Architect	\$110-165/hr
Architectural Intern	\$65-165/hr
Interior Designer	\$65-160/hr
LEED Administrator	\$110/hr
BIM Services	\$105/hr
Administrative Staff	\$60-105/hr

Strategic Site Design Hourly Rates

Director of Engineering	\$250/hr
Senior Project Manager	\$190/hr
Project Manager	\$150/hr
Civil Engineering Design Support (CAD)	\$120/hr
Landscape Architect	\$150/hr
Survey Sr. Project Manager	\$200/hr
Survey CAD Technician	\$130/hr
Survey Field Crew	\$135/hr
Administrative Staff	\$75/hr