



BOARD OF TRUSTEES

441 3rd Street, Mead
Monday, March 13, 2023

AGENDA

- I. 5:15 p.m. to 6:00 p.m.**
WORK SESSION: Parking Regulations
- 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 Chris Cartwright
Trustee David Adams
Trustee Debra Brodhead
Trustee Trisha Harris
Trustee Chris Parr
Trustee Herman Schranz

2. Moment of Silence

3. Pledge of Allegiance to the Flag

4. Review and Approve Agenda

5. Staff Report: Town Manager Report

[a.](#) Manager Report

6. Proclamations

[a.](#) National Ag Day March 21, 2023

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

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 February 27, 2023

[b.](#) February 2023 Aged Receivables

[c.](#) Check Register March 13, 2023

[d.](#) **Resolution No. 18-R-2023** – A Resolution of the Town of Mead, Colorado, Granting Conditional Acceptance of the Phase 1 Public Improvements for Postle Subdivision, Filing No. 1, Lot 2 (Project Frogger)

[e.](#) **Resolution No. 19-R-2023** – A Resolution of the Town of Mead, Colorado, Approving Change Order 2 to the Construction Agreement with Orion Environmental, Inc., Concerning the Demolition and Disposal of the Existing Grain Silo and Foundation at the Bean Plant

- [f.](#) **Resolution No. 20-R-2023** – A Resolution of the Town of Mead, Colorado, Authorizing the Mayor and Town Clerk to Sign the Annual Highway User Tax Fund Mileage Certification Report
- [g.](#) **Resolution No. 21-R-2023** – A Resolution of the Town of Mead, Colorado, Adopting a Remote Participation and Remote Meeting Policy

9. Public Hearing

- [a.](#) Liberty Ranch Filing No. 3 Preliminary Plat (Application Withdrawn)

10. New Business

- [a.](#) **Resolution No. 22-R-2023** – A Resolution of the Town of Mead, Colorado, Ratifying the Planning Commission's Approval of an Amendment to the Town of Mead Comprehensive Plan (PC Resolution No. 04-PC-2023; AMK Properties, LLC Amendment)

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. Legislative Update

13. Discussion Item

- a. Home Rule

14. Elected Official Reports

- a. Town Trustees
- b. Mayor Whitlow

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: March 13, 2023

SUBJECT: Town Manager Report

- Pinnacol performed an onsite workers compensation audit on February 28th. They review the Town's payroll and our independent contractors for sufficient coverage. Based on the audit, the Town will be billed approximately \$8,000.00 based on payroll expense higher than estimated.
- Staff met with the local government manager, Department of Revenue – taxation, to review sales tax and taxpayer report availability.
- Initial set up of KnowBe4 cybersecurity training is scheduled for March with awareness assessments scheduled for April.
- On March 1, 2023, the State of Colorado issued updated Fermented Malt Beverage (Beer) and Wine liquor licenses to 7-Eleven, Kum & Go and Conoco. Mead licenses were also processed and delivered to the retailers. The three stations may now sell wine in addition to their beer offerings.
- On-site liquor inspection was completed for the new Agfinity convenience store on March 1, 2023. They have previously been approved pending completion of construction and inspection. The State issued the Agfinity Beer and Wine license on March 7th.
- The Sugar Beet Solar Farm rezoning hearing was continued to April 10, 2023, at 6:00 p.m. at Town Hall.
- Mayor Whitlow and the Town Manager continue to participate in the I-25 Corridor Coalition which meets the first Wednesday of every month at 6:30 p.m. The Town is awaiting the design of Section 5 of the I-25 widening project. Section 5 includes the area between SH 56 in Berthoud south to SH 66 in Mead.
- As part of the QuikTrip development on SH 66, Highland Drive will be closed for 2-3 weeks while the road is reconstructed. Access to the Park-N-Ride remains open during this closure.
- Mead monthly sewer rates have been increased by 2%, effective with the next billing cycle.
- Jason Bradford, Community Development Director, attended the Rocky Mountain Land Use Institute Conference at the University of Denver March 8 through 10.
- Mead Municipal Court is scheduled for March 16th with 44 cases on the docket. Plans are being made to hold court remotely while the courtroom is under construction starting in April.
- The Town's 2022 Financial Audit is being scheduled for onsite work in May. The audit must be filed with the Office of the State Auditor by July 31, 2023.
- CIRSA's annual audit of staff training, safety and policy and procedures is scheduled for March 29th.
- Staff is completing records archival and destruction in accordance with the Colorado Municipal Records Retention Schedule. This project will continue through June. Please see the attached annual report.
- The boardroom/courtroom in Town Hall will be undergoing renovations starting in April for approximately three months. The room will be remodeled to make important security and structural changes to better accommodate the Municipal Court and Board of Trustee and Planning Commission meetings. Improvements will include significant safety upgrades as well as improved technology.
- Key projects update:
 - 3rd and Welker Intersection – The final environmental clearance has been issued by CDOT (Form 128). The right of way clearance has conceptually been approved and is awaiting formal approval.

- Mead Community Center – Staff conducted the bi-weekly progress meeting with the design team on March 6 to review the building color samples and interior millwork locations.
- SH66 Pedestrian Crossing – Staff conducted the second bi-weekly progress meeting with the design team on March 10. The first public outreach effort will be at the EGGstravaganza Egg Hunt on April 1.
- YTD totals for new single family home permits:
 - 2023 YTD: 15 SF Permits, 25 Certificates of Occupancy
- Boards and Commissions
 - The Planning Commission will meet on Wednesday, March 15th. There are no public hearings scheduled, so staff will take the opportunity to do a training session with the commissioners.
 - The Planning Commission has an applicant for the vacant alternate seat who will be required to attend two meetings prior to consideration.
 - The Finance Committee receives monthly updates and has no scheduled in person meetings.
- Human Resources
 - The Town is advertising open positions using NeoGov recruiting platform <https://www.governmentjobs.com/careers/townofmead>
 - Open positions include Maintenance Tech I/II, and Police Officer. Interviews are underway for these open positions.

Community Development

- The Turion PUD will appear before the Board of Trustees on March 27th and the Sugar Beet Solar PUD will be back before the Board of Trustees on April 10th.
- The Club Car Wash Conditional Use is tentatively scheduled for the April Planning Commission meeting.
- The Buffalo Highlands Annexation and Zoning applications will go before the Planning Commission sometime this summer.
- Kyle Estrada-Clark started on February 27th to fill the vacant Planner I position.

Public Works and Engineering

- Staff is finalizing the Pavement Management Program for 2023 and expects to release bid documents in mid-March in partnership with Johnstown to maximize volume discounts.
- Work began on the replacement of the SBR actuator and valve at the wastewater treatment facility.
- Internet service at the Public Works Facility was officially transferred over to Loveland Pulse on March 6.
- Staff conducted a preliminary meeting with the design consultant for the Gold Star Memorial project to discuss scope of work and design fee.

Community Engagement

- The annual EGGstravagaza Egg Hunt is scheduled for April 1 at 10 a.m. at Founder Park. This year's event will have 10,000 candy filled eggs. Staff is coordinating with Grandview Church for hosting and egg stuffing.
- Community Engagement is reviewing the fee schedule for park and shelter rentals.
- Town-Wide Garage Sale is scheduled for June 24, 2023. Garage sale registration forms must be received by the Town of Mead staff no later than June 16th.

Police Department

- The February Monthly Report is attached.
 - The total calls for service were high during February (579)
 - Crashes increased during the month of February.

- Traffic stops and citations were up.
- The department is staffed at 14 sworn personnel out of the 16 authorized. All civilian positions are now filled.
- Officers are training on court testimony, tactical tourniquet / first aid, and high-risk stops this month.
- New employees, Madison McCullough and Bridgette Searcy, are training.
- Officer Synn attended crime scene processing training last week.
- Work is on-going to upgrade the shop area for evidence storage.
- The police building upgrades, repairs, and office assignments have been completed.



Agenda Item Summary

MEETING DATE: March 8, 2023

SUBJECT: 2023 Records Retention Annual Report

PRESENTED BY: Mary Strutt, Town Clerk / Treasurer

SUMMARY

Mead Municipal Code Section 2-11-40, requires the Town Clerk to annually advise the Board of Trustees about the disposal of records. The Town follows the Colorado Municipal Records Retention Schedule created by the Colorado State Archivist and the Colorado Municipal Clerk's' Association.

Below is a list of those records which were destroyed December 15, 2022. The number in parenthesis is the retention term as set forth in the Colorado Municipal Records Retention Schedule. Another purge of records is being scheduled for June.

The following records were disposed of as part of a routine review:

- 2020-2022 Scanned/deposited checks (90 days)
- 2009 – 2017 AP – W-9s (4 yrs)
- 2017 – 2019 AR – utility billing monthly registers (3yrs)
- 2018 – 2019 General Correspondence (2 yrs)
- 2019 CORA requests (2 yrs)
- 2015 - 2017 Recreation Program Records (2-3 yrs)
- 2019 – 2020 Business License (2 yrs)
- 2016 – 2018 Other Permits (3 yrs)
- 2010 HR Employee files (10 yrs)
- 2017 HR Temp/Seasonal Employee (3 yrs)
- 2018 HR Employment Applications (2 yrs)
- 2020 Payroll Reports (2 yrs)
- 2017 Time Sheets (5 yrs)
- 2006 – 2015 PC Insurance policies (6 yrs)
- Various Duplicate records

STAFF RECOMMENDATION/ACTION REQUIRED

None



Mead Police Department

Monthly Activity - February 2023

Total Calls for Service (CFS) = 579

Traffic Contacts/Complaints: 163 total, 21 citations, 71 warnings,

Arrests: 18

Crashes: 41

Motorist Assists: 16

Code: 17 total, 1 citation, 16 warnings (parking, abandoned vehicles, animal, etc.)

Alarm Calls: 26

Wellbeing Check: 10

Fire/Medical: 14

STAFFING:

Sergeants Ellis (Blue Side), Holmen (Red Side), and Officers Cramblet, Hansen, Lima, Palmer, Patton, Rollins, and Synn are working patrol.

Officers Barker and Salazar are assigned to Mead Schools as an SROs.

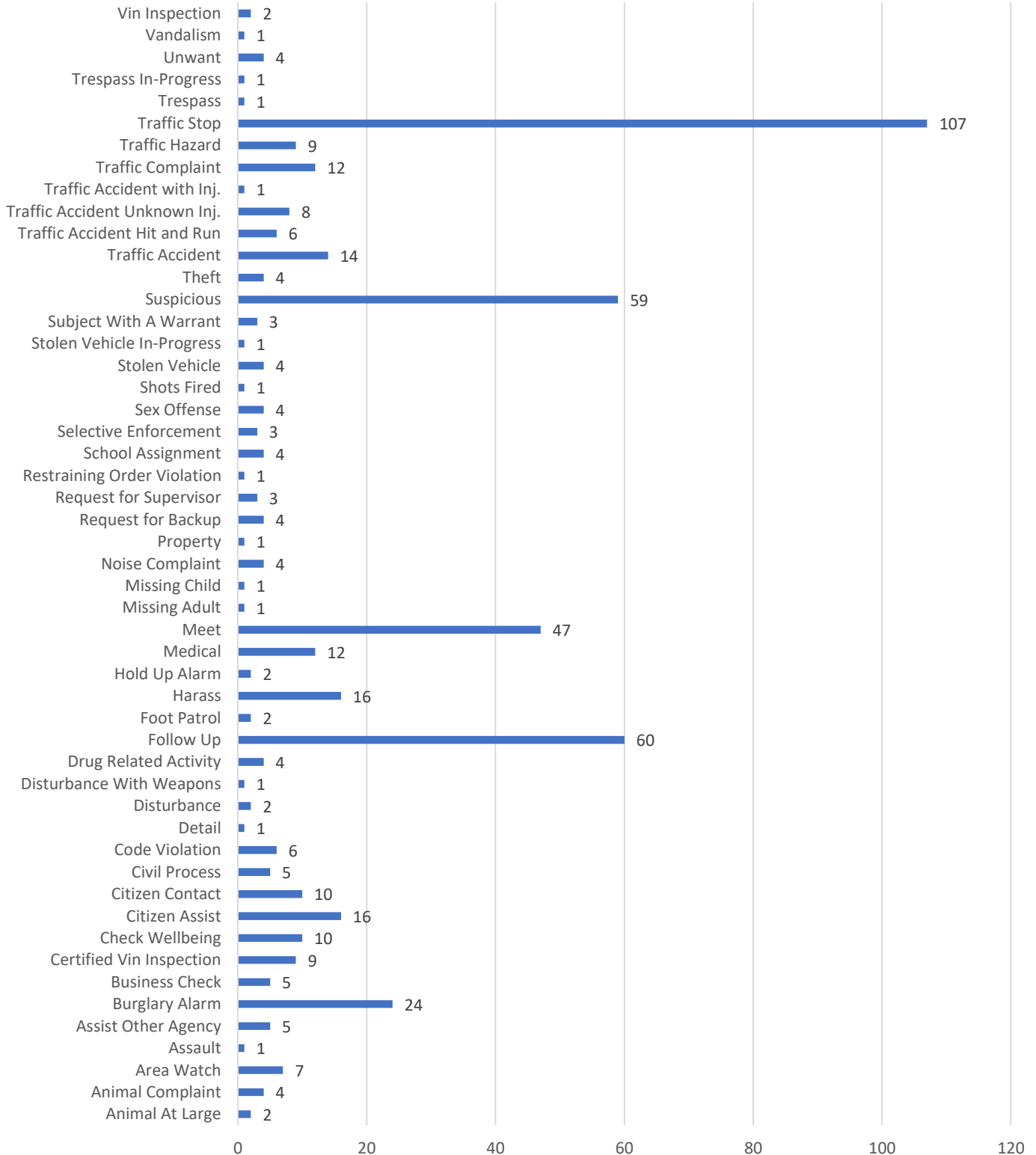
The NEW Community Service Officer Bridgette Searcy is in training.

New Administrative Technician Madison McCoullough joins Michelle Rae in Administration, Records, and Evidence.

TRAINING:

Carfax – Driver exchange update training.

Mead Police Department Call For Service February 2023



NOTABLE CALLS FOR SERVICE:

Theft – 300 block of 1st Street – 23ML00056 – 02/01/2023
Catalytic converter thefts.

Stolen Vehicle – 14200 block of Longs Peak Court – 23ML00057/58 - 02/02/2023
Known suspect stole work truck.

Narcotics / Warrant Arrest – Rocky Mountain Saloon – 23ML00059/60 – 02/02/2023
Suspicious person contacted and arrested on active warrant. Had 12 grams of suspected cocaine in his possession.

Criminal Tampering – 2600 block of Meadow Lane – 23ML00062 – 02/03/2023
On-going issue with tenants, resident cited.

Warrant Arrest – Hwy 66 / Foster Ridge – 23ML00064 – 02/03/2023
Officer responded to disturbance and arrested one person on an active warrant.

Suspicious – WCR 34 / Ginger Ave and Mead Middle School area – 23ML00065 – 02/04/2023
Subject with warrants was seen around Ginger Ave. Subject fled on foot and was last seen running south away from the middle school. Several agencies assisted.

Harassment – Mead – 23ML00066 – 02/04/2023
Family dispute, no charges at this time.

Disturbance – Mead High School – 23ML00078 – 02/05/2023
Students cited for fighting.

Crash – Hwy 66 / I25 overpass – 23ML00068 – 02/06/2023
3 vehicles with moderate damage.

Crash – Mead Street – 23ML00070 – 02/07/2023
2 vehicles, non-injury.

Theft – 16900 block of Hughes Drive – 23ML00071 – 02/07/2023
Several items stolen from inside the residence.

Disturbance – Mead High School – 23ML00079 – 02/07/2023
Students cited for fighting.

Code – 2300 Angus Street – 23ML00073 – 02/07/2023
Abandoned vehicle.

Theft – Sugar Mill – 23ML00074 – 02/08/2023
Shoplifting.

Warrant Arrest – 14000 Mead Street – 23ML00075 – 02/08/2023
Officer contacted suspicious vehicle with expired tag. Both occupants arrested on active warrants.

Stolen Vehicle Recovery – 4300 Hwy 66 – 23ML00076 - 02/09/2023
Vehicle recovered and returned to owner.

Theft – 3600 Homestead Drive – 23ML00077 – 02/09/2023
Items stolen out of vehicle.

Crash – Margil Road / Silver Fox Court – 23ML00081 – 02/09/2023
2 vehicles, non-injury.

Crash – Hwy 66 / WCR 7 – 23ML00082 – 02/09/2023
2 vehicles, non-injury, with minor damage.

Sex Crimes – Mead High School – 23ML00080/83/88 – 02/09/2023
Multiple cases reported to the school resource officer.

Threats – Mead High School - 23ML00084 – 02/09/2023
Officer investigated claim of threat to persons. No threat substantiated. SRO and school notified.

Warrant Arrest – 13700 block Pacific Circle – 23ML00085 – 02/09/2023
Officer contacted suspicious vehicle. Occupant arrested on active warrant.

Stolen Vehicle –Hwy 66 Park n Ride – 23ML00086 - 02/11/2023
Black Mazda stolen out of parking lot.

Suspicious – 100 block of Mountain View Drive – 23ML00087 – 02/12/2023
Person in maroon SUV pulled into driveway and left a short time later. Possibly related to a stolen vehicle, fugitive, and homicide. Please report any similar activity to the Mead Police.

Stolen Vehicle –4100 Valley Drive – 23ML00089 - 02/13/2023
Tractor and trailer stolen out of parking lot.

Crash / Stolen Vehicle Recovery – Hwy 66 / WCR 7 – 23ML00090 – 02/14/2023
Single vehicle crashed into guard rail. Vehicle was unoccupied and determined to be stolen when officer arrived. Under investigation.

Crash – Hwy 66 / WCR 5 – 23ML00091 – 02/14/2023
2 vehicles, non-injury, with minor damage.

Vandalism – 4000 block of Mulligan Drive – 23ML00093 – 02/14/2023
Mailbox broken into.

Theft – 7-11 – 23ML00095 – 02/15/2023
Report of fuel theft.

Recovered Missing Adult – Kum and Go – 23ML00097 – 02/17/2023
Adult male contacted that had been reported missing by other jurisdiction.

DUI Crash – Hwy 66 / WCR 5 – 23ML00098 – 02/18/2023
Single vehicle, non-injury, driver arrested for DUI.

Animal Bite – 144 Falcon Circle – 23ML00099 – 02/18/2023
Report of animal bite.

Warrant Arrest x2 – Hwy 66 / Mead Street – 23ML00101 – 02/18/2023
Vehicle contacted and both occupants arrested on active warrants.

Sex Assault – Mead – 23ML00103 – 02/20/2023
Reported sex assault.

Warrant Arrest – Hwy 66 / WCR 13 – 23ML00105 – 02/23/2023
Vehicle contacted and driver arrested on active warrants.

Crash – Hwy 66 / WCR 5 – 23ML00106 – 02/24/2023
Single vehicle, roll-over, non-injury crash.

Crash – 16200 Cinnamon Circle – 23ML00107 – 02/24/2023
Single vehicle, non-injury crash. Vehicle struck house.

Harassment – Mead – 23ML00108 – 02/24/2023
Student being harassed over phone.

Recovered Stolen Vehicle – 14100 WCR 9.5 – 23ML00110 – 02/28/2023
Truck stolen out of Pueblo recovered.



PROCLAMATION

National Ag Day

March 21, 2023

WHEREAS, Agriculture provides almost everything we eat, use and wear on a daily basis; and

WHEREAS, we recognize the invaluable contributions of American Farmers, farmworkers, ranchers, fishers, foresters, and other agricultural workers, who have practiced their craft for generations and touch lives of Americans every day; and

WHEREAS, America's agricultural workers serve as stewards of the land; ensure the safety of health of animals, plants, and people; and strengthen our rural communities with economic opportunities; and

WHEREAS, the Town of Mead supports our local agricultural community that create jobs, boosts our local economy and preserves our community;

NOW, THEREFORE, I, Colleen Whitlow, Mayor, of the Town of Mead, do hereby proclaim March 21, 2023, as National Ag Day and encourage all residents to support our Agricultural community and their contributions to our economy.

Given under my hand and Seal of the Town of Mead, Colorado
On this 13th day of March 2023

Colleen G. Whitlow
Mayor



BOARD OF TRUSTEES

441 3rd Street, Mead
Monday, February 27, 2023

MINUTES

I. 5:15 p.m. to 6:00 p.m.

WORK SESSION: Board Meeting Procedures

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
Trustee David Adams
Trustee Debra Brodhead
Trustee Trisha Harris
Trustee Chris Parr
Trustee Herman Schranz

Absent

Mayor Pro Tem Chris Cartwright

Also present: Town Manager Helen Migchelbrink; Town Clerk / Treasurer Mary Strutt; Police Chief Brent Newbanks; Public Information Officer / Community Engagement Director Lorelei Nelson; Community Development Director Jason Bradford; Town Engineer / Public Works Director Erika Rasmussen; Town Attorney Marcus McAskin

Attending via virtual access: members of the public.

2. Moment of Silence

Mayor Whitlow requested a moment of silence for children and school staff affected by threats and lockdowns.

3. Pledge of Allegiance to the Flag

The assembly pledged allegiance to the flag.

4. Review and Approve Agenda

Motion was made by Trustee Adams, seconded by Trustee Schranz, to approve the amended agenda.

Motion carried 6-0, on a roll call vote.

5. Staff Report: Town Manager Report

a. Manager Report

Town Manager Helen Migchelbrink discussed this Saturday's Coffee with the Mayor and Youth Sport Kickoff. She also discussed scheduling conflicts with Colorado Municipal League conference in June. The traffic lights are functional at I-25 and WCR 34.

6. Informational Items

a. Community Development Update

Community Development Director Jason Bradford discussed current development and projects under review.

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

Resident Leata Byers spoke regarding the Liberty Ranch project.

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 February 13, 2023
- b. January 2023 Financials
- c. 4th Quarter 2022 Investment Portfolio
- d. Check Register February 27, 2023
- e. **Ordinance No. 1021** - An Ordinance of the Town of Mead, Colorado, Amending Section 2-7-30(a) of the Mead Municipal Code Regarding Planning Commission Membership
- f. **Resolution No. 14-R-2023** - A Resolution of the Town of Mead, Colorado, Adopting Annual Adjustments to the Town's Sewer Plant Investment Fees and Sewer User Fees for 2023
- g. **Resolution No. 15-R-2023** - A Resolution of the Town of Mead, Colorado, Approving the First Amendment to Intergovernmental Agreement Between the Town of Mead and the State of Colorado for the SH 66 – WCR-7 Pedestrian Crossing Project, and Authorize the Mayor to Execute the First Amendment on Behalf of the Town
- h. **Resolution 16-R-2023** - A Resolution of the Town of Mead, Colorado, Approving the 4th Amendment to the Professional Services Agreement with Ditesco, LLC for the Board Room Conversion Project

Motion was made by Trustee Harris, seconded by Trustee Adams, to approve the consent agenda. Motion carried 6-0, on a roll call vote.

9. **Public Hearing**

- a. **Public Hearing: Shiers Annexation & Zoning**

Mayor Whitlow opened the joint public hearing for the Shiers Annexation and Zoning at 6:39 p.m.

Planner Collin Mieras presented the staff report regarding the Shiers Annexation.

There was no public comment.

The Board of Trustees had no further comments.

- i. **Resolution No. 17-R-2023** - A Resolution of the Town of Mead, Colorado, Setting Forth Certain Findings of Fact and Conclusions as to the Annexation of Certain Property Known as the Shiers Annexation, Based on a Finding That All Applicable Criteria for Annexation Have Been Satisfied

Motion was made by Trustee Adams, seconded by Trustee Harris, to adopt Resolution No. 17-R-2023 – A Resolution of the Town of Mead, Colorado, Setting Forth Certain Findings of Fact and Conclusions as to the Annexation of Certain Property Known as the Shiers Annexation, Based on a Finding That All Applicable Criteria for Annexation Have Been Satisfied, as detailed in the Agenda Item Summary report prepared for the February 27, 2023 Board meeting. Motion carried 6-0, on a roll call vote.

- ii. **Ordinance No. 1022** - An Ordinance of the Town of Mead, Colorado, Annexing Certain Territory Known as the Shiers Annexation to the Town of Mead

Motion was made by Trustee Harris, seconded by Trustee Schranz, to adopt Ordinance No. 1022 – An Ordinance of the Town of Mead, Colorado, Annexing Certain Territory Known as the Shiers Annexation to the Town of Mead. Motion carried 6-0, on a roll call vote.

- iii. **Ordinance No. 1023** - An Ordinance of the Town of Mead, Colorado, Approving the Initial Zoning of Property Known as the Shiers Annexation and Amending the Official Zoning Map of the Town of Mead, Based on a Finding That Applicable Zoning Criteria Set Forth in Mead Municipal Code Section 16-3-160 Have Been Satisfied, as Detailed in the Agenda Item Summary Report Prepared for the February 27, 2023 Board Meeting

Motion was made by Trustee Parr, seconded by Trustee Brodhead, to adopt Ordinance No. 1023 – An Ordinance of the Town of Mead, Colorado, Approving the Initial Zoning of Property Known as the Shiers Annexation and Amending the Official Zoning Map of the Town of Mead, Based on a Finding That Applicable Zoning Criteria Set Forth in Mead Municipal Code Section 16-3-160 Have Been Satisfied, as Detailed in the Agenda Item Summary Report Prepared for the February 27, 2023 Board Meeting. Motion carried 6-0, on a roll call vote.

- iv. **Ordinance No. 1024** - An Ordinance of the Town of Mead, Colorado, Approving an Annexation Agreement with 17790 CR 7 LLC for the Shiers Annexation

Motion was made by Trustee Harris, seconded by Trustee Brodhead, to adopt Ordinance No. 1024 – An Ordinance of the Town of Mead, Colorado, Approving an Annexation Agreement with 17790 CR 7 LLC for the Shiers Annexation. Motion carried 6-0, on a roll call vote.

Mayor Whitlow closed the public hearing at 6:49 p.m.

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

There was no public comment at this time.

11. Legislative Update

Town Attorney Marcus McAskin discussed possible middle housing legislation and legislation regarding severance tax distribution and rent control.

12. Elected Official Reports

- a. Town Trustees

The Trustees had no further comments.

- b. Mayor Whitlow

Mayor Whitlow discussed meeting with SVVSD and Coffee with the Mayor.

- 13. Executive Session** Pursuant to C.R.S. Section 24-6-402(4)(e) to develop strategy for negotiations and to instruct negotiators regarding proposed terms of development agreement with Enyo Power Partners, LLC.

Motion was made by Trustee Harris, seconded by Trustee Schranz, to enter into executive session pursuant to C.R.S. Section 24-6-402(4)(e) to develop strategy for negotiations and to instruct negotiators regarding proposed terms of development agreement with Enyo Power Partners, LLC. Motion carried 6-0, on a roll call vote.

Mayor Whitlow convened the Executive Session at 6:59 p.m.

The Board returned to the Regular Meeting from Executive Session at 8:07 p.m. Those present for the Executive Session were Mayor Whitlow, Trustees Adams, Brodhead, Harris, Parr and Schranz, Town Attorney Marcus McAskin, Town Manager Helen Migchelbrink, Town Clerk/Treasurer Mary Strutt, Town Engineer / Public Works Director Erika Rasmussen, Deputy Town Engineer Robyn Brown, and Community Development Director Jason Bradford.

RECONVENE REGULAR MEETING

14. Executive Session Action Items

There were no further action items.

15. Adjournment

Motion was made by Trustee Schranz, seconded by Trustee Adams, to adjourn the meeting. Motion carried 6-0, on a roll call vote.

The Regular Meeting of the Town of Mead Board of Trustees adjourned at approximately 8:09 p.m. on Monday, February 27, 2023.

Colleen G. Whitlow, Mayor

ATTEST:

Mary E. Strutt, MMC, Town Clerk

Report Criteria:

Aging by Date

Aged using Payment Date

Customer Number	Name	Balance	Future	Current	Over 30	Over 60	Over 90	Over 120	Over 150
1	St. Vrain Valley School District	147,822.91	3,006.50	-	144,816.41	-	-	-	-
22	Prairie Hills	734.00	-	-	-	-	650.00	-	84.00
45	Mead Development Group, Inc.	1,172.50-	-	653.75	-	130.00-	-	950.25-	746.00-
162	Mead High School	680.00	680.00	-	-	-	-	-	-
214	Mead Towne Center	5,750.00	-	-	-	-	-	-	5,750.00
239	Gopher Gulch	2,144.00-	-	-	-	-	-	-	2,144.00-
256	Prosper Land & Development LLC	13,822.50	-	7,477.50	4,387.50	-	1,957.50	-	-
259	Scannell Properties	15,248.09-	-	-	-	-	-	-	15,248.09-
263	Eagle Development	2,426.75-	-	-	-	-	-	-	2,426.75-
270	Highland Development Services Inc	9,996.50	-	3,764.50	-	-	-	-	6,232.00
277	Front Range Investment Holdings LLC	11,643.72	-	11,643.72	-	-	-	-	-
280	Benson Farms - MD	2,430.25-	-	-	-	-	-	-	2,430.25-
282	Agfinity, Inc	2,107.87	-	2,107.87	-	-	-	-	-
283	Hylandtown/ Weld County Land Investors	130.00	-	130.00	-	-	-	-	-
285	Boulder Scientific Company, LLC	3,678.50-	-	-	-	650.00-	-	-	3,028.50-
287	Eagle Development LRMD	1,855.00-	-	-	-	-	-	-	1,855.00-
290	Forestar Real Estate Group	4,220.00-	-	4,220.00-	-	-	-	-	-
291	Western Meadows HOA	2,771.72	2,771.72	-	-	-	-	-	-
292	BREG Industrial Development	12,592.12	-	3,699.51	3,762.27	-	5,130.34	-	-
293	Equinox Mead, LLC	623.68	-	623.68	-	-	-	-	-
294	QuikTrip Corp	7,372.04	-	670.64	673.67	-	3,277.50	2,192.96	557.27
296	Silver Point Development	1,749.83	-	1,749.83	-	-	-	-	-
297	Meadow Ridge Development, Inc	13,171.84-	-	13,171.84-	-	-	-	-	-
298	Century Land Holdings LLC	4,250.00	-	4,250.00	-	-	-	-	-
301	BREG Industrial Devel. c/o Broe Real Es	2,461.88	-	2,461.88	-	-	-	-	-
307	Tharaldson c/o Ventana Capital, Inc	10,032.09	-	1,357.95	7,322.25	-	1,351.89	-	-
308	Melody Homes Inc.	335.32	-	335.32	-	-	-	-	-
318	Mead Investor LLC	1,735.56	-	-	1,098.38	-	637.18	-	-
319	Lawson Construction	8,581.22	-	856.48	525.20	-	2,601.50	464.10	4,133.94
320	Lorson South Land Corp c/o Landhuis C	574.04	-	574.04	-	-	-	-	-
321	Westside Investment Partners	3,412.50	-	3,412.50	-	-	-	-	-
323	Enyo Power Partners, LLC	18,447.84	-	18,447.84	-	-	-	-	-
325	Red Barn Metropolitan District	826.94	-	-	-	386.33	349.71	90.90	-
326	AMK Properties LLC	1,803.35	1,803.35	-	-	-	-	-	-
327	17790 CR 7 LLC	2,932.54	2,932.54	-	-	-	-	-	-
328	Homerun Properties LLC	5,836.79	3,335.02	-	2,501.77	-	-	-	-
329	Club Car Wash Operating LLC	1,648.83	1,648.83	-	-	-	-	-	-
330	TCA Construction	1,007.48	1,007.48	-	-	-	-	-	-
Grand Totals:		235,336.34	17,185.44	46,825.17	165,087.45	393.67-	15,955.62	1,797.71	11,121.38-

Report Criteria:

Report type: GL detail

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
03/23	03/13/2023	36235	ADAMSON POLICE PRODUCTS	INV391805	01-42-5254	Tools	35.00
03/23	03/13/2023	36235	ADAMSON POLICE PRODUCTS	INV391910	01-42-5254	Uniform	8.95
03/23	03/13/2023	36235	ADAMSON POLICE PRODUCTS	INV392152	01-42-5254	Uniform	22.45
03/23	03/13/2023	36235	ADAMSON POLICE PRODUCTS	INV392202	01-42-5254	Uniform	394.85
Total 36235:							461.25
03/23	03/13/2023	36236	ADRIENNE WRIGHT	02282023	01-40-5705	Mileage reimbursement	44.54
Total 36236:							44.54
03/23	03/13/2023	36237	Alerus	77014	01-40-5068	FSA Administration - Feb 2023	165.00
Total 36237:							165.00
03/23	03/13/2023	36238	All Copy Products, Inc.	AR3841048	01-42-5315	Copier- Jan/Feb	83.85
03/23	03/13/2023	36238	All Copy Products, Inc.	AR3842118	01-47-5315	Copier Jan - Feb 2023 (excludes tax of \$	196.11
Total 36238:							279.96
03/23	03/13/2023	36239	AMAZON CAPITAL SERVICES	19TG-WMCK	01-40-5200	Supplies	56.99
03/23	03/13/2023	36239	AMAZON CAPITAL SERVICES	19TG-WMCK	01-41-5210	BOT Name Plates	60.21
03/23	03/13/2023	36239	AMAZON CAPITAL SERVICES	1C6K-NVCL-	01-49-5260	Rec Supplies	130.62
03/23	03/13/2023	36239	AMAZON CAPITAL SERVICES	1DD3-QNQ1-	01-42-5210	Phone Case	19.99
03/23	03/13/2023	36239	AMAZON CAPITAL SERVICES	1LK3-DVVD-	01-42-5210	Operating Supplies	43.99
03/23	03/13/2023	36239	AMAZON CAPITAL SERVICES	1MQ6-KNCC	01-43-5200	Supplies	16.99
03/23	03/13/2023	36239	AMAZON CAPITAL SERVICES	1MQ6-KNCC	01-42-5200	Supplies	13.49
03/23	03/13/2023	36239	AMAZON CAPITAL SERVICES	1MQ6-KNCC	01-42-5210	Supplies	30.32
03/23	03/13/2023	36239	AMAZON CAPITAL SERVICES	1MQ6-KNCC	01-42-5201	Docking station	145.00
03/23	03/13/2023	36239	AMAZON CAPITAL SERVICES	1PHQ-7PF1-	01-49-5265	Senior Bingo	40.94
03/23	03/13/2023	36239	AMAZON CAPITAL SERVICES	1PLP-D69V-	01-49-5260	Rec Supplies	333.92
03/23	03/13/2023	36239	AMAZON CAPITAL SERVICES	1T76-66X9-P	01-42-5210	Supplies	94.96
03/23	03/13/2023	36239	AMAZON CAPITAL SERVICES	1T76-66X9-P	01-42-5200	Supplies	18.99
03/23	03/13/2023	36239	AMAZON CAPITAL SERVICES	1T76-66X9-P	01-40-5200	Supplies	8.99
03/23	03/13/2023	36239	AMAZON CAPITAL SERVICES	1T76-66X9-P	01-42-5254	Uniform	42.90
Total 36239:							1,058.30
03/23	03/13/2023	36240	Arbor Valley Nursery	INV34159	01-45-5370	Margil 2 Restoration	10,729.40
Total 36240:							10,729.40
03/23	03/13/2023	36241	BK Tire	102144	01-42-5216	Veh - SC - for inv. 25780	.33
03/23	03/13/2023	36241	BK Tire	104661	01-42-5216	Veh - SC for inv. 26179	.69
03/23	03/13/2023	36241	BK Tire	25780	01-42-5216	Veh Repair	22.00
03/23	03/13/2023	36241	BK Tire	26179	01-42-5216	Veh Repair	24.00
03/23	03/13/2023	36241	BK Tire	26546	01-42-5216	Veh Maint - #9	191.37
Total 36241:							238.39
03/23	03/13/2023	36242	BUCKEYE WELDING SUPPLY C	05076455	01-45-5369	Cylinder Rental	7.65

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 36242:							7.65
03/23	03/13/2023	36243	CARDMEMBER SERVICE	1368 022423	01-49-5331	QR Code Subscription	159.45
03/23	03/13/2023	36243	CARDMEMBER SERVICE	1368 022423	01-49-5331	URL Subscription	35.00
03/23	03/13/2023	36243	CARDMEMBER SERVICE	1368 022423	01-49-5265	Kaitlyn Lunch-Senior activity	17.94
03/23	03/13/2023	36243	CARDMEMBER SERVICE	1368 022423	01-49-5203	staff shirt	41.71
03/23	03/13/2023	36243	CARDMEMBER SERVICE	1368 022423	01-49-5331	newsletter subscription	20.00
03/23	03/13/2023	36243	CARDMEMBER SERVICE	1368 022423	01-49-5265	senior lunch supplies	61.34
03/23	03/13/2023	36243	CARDMEMBER SERVICE	1368 022423	01-49-5700	staff snacks	41.04
03/23	03/13/2023	36243	CARDMEMBER SERVICE	1368 022423	01-49-5331	annual renewal CPRA Org	405.00
03/23	03/13/2023	36243	CARDMEMBER SERVICE	1368 022423	01-49-5203	staff apparel	194.50
03/23	03/13/2023	36243	CARDMEMBER SERVICE	1368 022423	01-49-5331	Canva Pro subscription	119.99
03/23	03/13/2023	36243	CARDMEMBER SERVICE	1368 022423	01-49-5349	Wellness Subscription	140.00
03/23	03/13/2023	36243	CARDMEMBER SERVICE	1368 022423	01-49-5260	coach BG check	23.00
03/23	03/13/2023	36243	CARDMEMBER SERVICE	1368 022423	01-49-5349	wellness reward	243.75
03/23	03/13/2023	36243	CARDMEMBER SERVICE	1368 022423	01-49-5331	Foreign Transaction Fee - QR Code	4.78
03/23	03/13/2023	36243	CARDMEMBER SERVICE	1454 022423	01-43-5330	APA Natl Conf - plane flight	651.10
03/23	03/13/2023	36243	CARDMEMBER SERVICE	1454 022423	01-43-5330	APA Natl Conf - flight ins	43.95
03/23	03/13/2023	36243	CARDMEMBER SERVICE	1454 022423	01-43-5330	APA Natl Conf - hotel	1,011.38
03/23	03/13/2023	36243	CARDMEMBER SERVICE	1454 022423	01-43-5330	APA Natl Conf - conf	1,131.00
03/23	03/13/2023	36243	CARDMEMBER SERVICE	1454 022423	01-43-5330	APA Emerging Trends Seminar lunch	41.85
03/23	03/13/2023	36243	CARDMEMBER SERVICE	1454 022423	01-43-5700	DRC	36.41
03/23	03/13/2023	36243	CARDMEMBER SERVICE	1454 022423	01-43-5700	Comm Dev & PW interdept team bldg lun	217.04
03/23	03/13/2023	36243	CARDMEMBER SERVICE	3448 022423	01-42-5330	Cont Ed Training - CE	1,200.00
03/23	03/13/2023	36243	CARDMEMBER SERVICE	3514 022423	01-40-5700	Mead Library Discussion	74.86
03/23	03/13/2023	36243	CARDMEMBER SERVICE	3514 022423	01-40-5331	Subscription - Greeley Tribune	6.99
03/23	03/13/2023	36243	CARDMEMBER SERVICE	3514 022423	01-40-5331	Subscription - Coloradoan	14.99
03/23	03/13/2023	36243	CARDMEMBER SERVICE	3514 022423	01-47-5330	Conference - OK	27.95
03/23	03/13/2023	36243	CARDMEMBER SERVICE	3514 022423	01-40-5330	CML Training	110.00
03/23	03/13/2023	36243	CARDMEMBER SERVICE	5590 022423	01-47-5201	BlueBeam software for Pavement Manag	444.42
03/23	03/13/2023	36243	CARDMEMBER SERVICE	5590 022423	01-47-5216	Monthly Car Wash Membership	12.00
03/23	03/13/2023	36243	CARDMEMBER SERVICE	5590 022423	01-47-5200	Return of damaged goods	6.58-
03/23	03/13/2023	36243	CARDMEMBER SERVICE	5590 022423	01-47-5210	Vehicle mats - DK	222.90
03/23	03/13/2023	36243	CARDMEMBER SERVICE	5590 022423	01-47-5201	GIS Software	90.41
03/23	03/13/2023	36243	CARDMEMBER SERVICE	5590 022423	01-47-5200	Office supplies	14.47
03/23	03/13/2023	36243	CARDMEMBER SERVICE	5590 022423	01-47-5200	Office supplies	319.54
03/23	03/13/2023	36243	CARDMEMBER SERVICE	5590 022423	01-47-5330	Training - DK	100.00
03/23	03/13/2023	36243	CARDMEMBER SERVICE	5590 022423	01-47-5330	Training - RC	210.00
03/23	03/13/2023	36243	CARDMEMBER SERVICE	6819 22423	01-42-5330	Lunch durin training Greeley x EEs	51.60
03/23	03/13/2023	36243	CARDMEMBER SERVICE	6819 22423	01-42-5330	Registration of Chief's Conf	165.00
03/23	03/13/2023	36243	CARDMEMBER SERVICE	6819 22423	01-42-5700	Tools	83.70
03/23	03/13/2023	36243	CARDMEMBER SERVICE	6819 22423	01-42-5216	Vehicle 1 - maint	34.19
03/23	03/13/2023	36243	CARDMEMBER SERVICE	6819 22423	01-42-5330	Registration for Peer Support for 2 EEs	1,200.00
03/23	03/13/2023	36243	CARDMEMBER SERVICE	7661 022423	01-42-5330	Training - DS - FET School	50.00
03/23	03/13/2023	36243	CARDMEMBER SERVICE	7665 022423	04-44-5330	Training - Road Safety & Zoning - DP, T	150.00
03/23	03/13/2023	36243	CARDMEMBER SERVICE	7665 022423	04-44-5216	Annual Renewal - Fleetio	3,402.00
03/23	03/13/2023	36243	CARDMEMBER SERVICE	7665 022423	04-44-5216	Annual Renewal	300.00
03/23	03/13/2023	36243	CARDMEMBER SERVICE	7665 022423	04-44-5216	Annual Renewal	9.11
03/23	03/13/2023	36243	CARDMEMBER SERVICE	7665 022423	04-44-5216	Annual Renewal	12.42
03/23	03/13/2023	36243	CARDMEMBER SERVICE	7665 022423	01-45-5330	Parking - Conf	16.00
03/23	03/13/2023	36243	CARDMEMBER SERVICE	7665 022423	01-45-5330	Parking - Conf	16.00
03/23	03/13/2023	36243	CARDMEMBER SERVICE	7665 022423	01-45-5330	Parking - Conf	16.00
03/23	03/13/2023	36243	CARDMEMBER SERVICE	7665 022423	01-45-5330	Conference - JB, CW	990.00
03/23	03/13/2023	36243	CARDMEMBER SERVICE	7700 022423	01-42-5075	New Hire lunch - BS, MM, DS, BN	90.54
03/23	03/13/2023	36243	CARDMEMBER SERVICE	7700 022423	01-42-5210	First aid bags for vehicles	107.97

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
03/23	03/13/2023	36243	CARDMEMBER SERVICE	7700 022423	01-42-5210	Operating Supplies	21.64
03/23	03/13/2023	36243	CARDMEMBER SERVICE	7700 022423	01-42-5201	Adobe Subscription - NB	12.99
03/23	03/13/2023	36243	CARDMEMBER SERVICE	7700 022423	01-42-5201	Adobe Subscription - MR	14.99
03/23	03/13/2023	36243	CARDMEMBER SERVICE	7700 022423	01-42-5216	Carwashes	100.00
03/23	03/13/2023	36243	CARDMEMBER SERVICE	7700 022423	01-40-5330	Caselle Training	177.96
03/23	03/13/2023	36243	CARDMEMBER SERVICE	7700 022423	01-40-5205	Postage	9.65
03/23	03/13/2023	36243	CARDMEMBER SERVICE	7700 022423	01-40-5330	Caselle Training	143.80
03/23	03/13/2023	36243	CARDMEMBER SERVICE	7700 022423	01-40-5205	Postage	9.65
03/23	03/13/2023	36243	CARDMEMBER SERVICE	7700 022423	01-41-5331	IIMC Certification	15.00
03/23	03/13/2023	36243	CARDMEMBER SERVICE	7700 022423	01-40-5700	Ziggi's	200.00
03/23	03/13/2023	36243	CARDMEMBER SERVICE	7700 022423	01-40-5205	Postage	9.65
03/23	03/13/2023	36243	CARDMEMBER SERVICE	7700 022423	01-40-5210	Notary Stamp	48.85
03/23	03/13/2023	36243	CARDMEMBER SERVICE	7700 022423	01-40-5205	Postage	38.60
03/23	03/13/2023	36243	CARDMEMBER SERVICE	7700 022423	01-40-5205	Postage	9.65
03/23	03/13/2023	36243	CARDMEMBER SERVICE	7700 022423	01-41-5700	BOT Meeting	43.39
03/23	03/13/2023	36243	CARDMEMBER SERVICE	7700 022423	01-41-5330	Records Management Training	49.00
03/23	03/13/2023	36243	CARDMEMBER SERVICE	7700 022423	01-40-5331	Notary App - AM	10.00
03/23	03/13/2023	36243	CARDMEMBER SERVICE	7700 022423	01-40-5331	CGFOA Membership	65.00
03/23	03/13/2023	36243	CARDMEMBER SERVICE	7700 022423	01-40-5205	Postage	9.65
03/23	03/13/2023	36243	CARDMEMBER SERVICE	7700 022423	01-40-5205	Postage	9.65
03/23	03/13/2023	36243	CARDMEMBER SERVICE	7700 022423	01-40-5700	BOT Return	27.92-
03/23	03/13/2023	36243	CARDMEMBER SERVICE	7700 022423	01-41-5330	IIMC Conference	270.97
03/23	03/13/2023	36243	CARDMEMBER SERVICE	7700 022423	01-41-5330	IIMC Conference	625.00
03/23	03/13/2023	36243	CARDMEMBER SERVICE	7700 022423	01-41-5700	BOT	40.06
03/23	03/13/2023	36243	CARDMEMBER SERVICE	7700 022423	01-41-5841	Mayor's Meeting	151.92
03/23	03/13/2023	36243	CARDMEMBER SERVICE	7700 022423	01-41-5700	BOT	127.88
03/23	03/13/2023	36243	CARDMEMBER SERVICE	7700 022423	01-41-5841	BOT	122.85
03/23	03/13/2023	36243	CARDMEMBER SERVICE	7700 022423	01-40-5700	Clerk Lunch	53.68
03/23	03/13/2023	36243	CARDMEMBER SERVICE	7700 022423	01-41-5700	BOT	10.04
03/23	03/13/2023	36243	CARDMEMBER SERVICE	7700 022423	01-41-5700	BOT/Coffee	45.43
03/23	03/13/2023	36243	CARDMEMBER SERVICE	7700 022423	01-40-5205	Postage	9.65
03/23	03/13/2023	36243	CARDMEMBER SERVICE	7700 022423	01-40-5205	Postage	9.65
03/23	03/13/2023	36243	CARDMEMBER SERVICE	7700 022423	01-40-5330	HR Training	60.00
03/23	03/13/2023	36243	CARDMEMBER SERVICE	7700 022423	01-40-5205	Postage	9.65
03/23	03/13/2023	36243	CARDMEMBER SERVICE	7700 022423	01-40-5205	Postage	9.65
03/23	03/13/2023	36243	CARDMEMBER SERVICE	7700 022423	01-40-5205	Postage	9.65
03/23	03/13/2023	36243	CARDMEMBER SERVICE	7700 022423	01-41-5700	BOT Meeting	59.02
03/23	03/13/2023	36243	CARDMEMBER SERVICE	7700 022423	01-40-5331	CMCA Membership - AM	137.08
03/23	03/13/2023	36243	CARDMEMBER SERVICE	7700 022423	01-40-5331	CAMCA Membership - AM	50.00
03/23	03/13/2023	36243	CARDMEMBER SERVICE	7700 022423	01-41-5330	Legislative Workshop	110.00
03/23	03/13/2023	36243	CARDMEMBER SERVICE	7700 022423	01-41-5331	CMCA Membership - MS	137.08
03/23	03/13/2023	36243	CARDMEMBER SERVICE	7700 022423	01-40-5331	Digital Subscription	9.00
03/23	03/13/2023	36243	CARDMEMBER SERVICE	7700 022423	01-40-5201	Microsoft 365 subscription	851.00
03/23	03/13/2023	36243	CARDMEMBER SERVICE	7700 022423	01-40-5205	Postage	1.50
03/23	03/13/2023	36243	CARDMEMBER SERVICE	7700 022423	01-40-5331	Subscription - Denver Post - No Receipt	11.99
03/23	03/13/2023	36243	CARDMEMBER SERVICE	7700 022423	01-42-5700	Policy Meeting	41.11
Total 36243:							18,111.77
03/23	03/13/2023	36244	CivicPlus	251718	01-41-5399	Municode Mtgs	3,400.00
Total 36244:							3,400.00
03/23	03/13/2023	36245	Clinton or Heather Porter	744.02 0228	99-01-1075	Refund overpayment. Account 744.02	103.55

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 36245:							103.55
03/23	03/13/2023	36246	Cribari Law Firm	01312023	01-48-5455	Prosecuting Attorney - Jan	3,225.00
Total 36246:							3,225.00
03/23	03/13/2023	36247	Danelle Rivera	022823	01-40-5705	Mileage	93.01
03/23	03/13/2023	36247	Danelle Rivera	022823	01-42-5700	Misc - pepper	6.50
Total 36247:							99.51
03/23	03/13/2023	36248	David Jay Thrower	287	01-48-5040	Municipal court judge - Feb	1,500.00
Total 36248:							1,500.00
03/23	03/13/2023	36249	DAVINCI SIGNS	21MEA-0034	01-10-4030	Use tax 1% (2021)	228.92
03/23	03/13/2023	36249	DAVINCI SIGNS	21MEA-0034	01-11-4100	Bldg Permit Fee - BP 21-00342	170.66
03/23	03/13/2023	36249	DAVINCI SIGNS	22MEA-0032	01-10-4030	Use Tax 2% of 50% val - BP 22-324	30.40
03/23	03/13/2023	36249	DAVINCI SIGNS	22MEA-0032	04-10-4030	Use Tax 1% of 50% val - BP 22-324	15.20
03/23	03/13/2023	36249	DAVINCI SIGNS	22MEA-0032	01-11-4100	Bldg Permit Fee - BP 22-324	48.30
Total 36249:							493.48
03/23	03/13/2023	36250	Denali Water Solutions LLC	INV410681	06-47-5231	Sludge Disposal	456.26
Total 36250:							456.26
03/23	03/13/2023	36251	Ditesco LLC	2023-11	04-44-5405	Pavement Mgmt - Engineering	3,228.25
03/23	03/13/2023	36251	Ditesco LLC	2023-12	09-50-5500	TOM - Courtroom Remodel	980.00
03/23	03/13/2023	36251	Ditesco LLC	2023-13	09-50-5511	PW Facility	662.00
03/23	03/13/2023	36251	Ditesco LLC	2023-17	09-51-5500	TOM - Community Center	4,925.00
Total 36251:							9,795.25
03/23	03/13/2023	36252	Dooley Enterprises, Inc	64816	01-42-5330	Training	2,987.63
Total 36252:							2,987.63
03/23	03/13/2023	36253	FASTENAL	COLON1000	04-44-5252	Rivets/Bits for delineator repair	196.65
03/23	03/13/2023	36253	FASTENAL	COLON1001	01-47-5210	Parts/Supplies	34.74
03/23	03/13/2023	36253	FASTENAL	COLON1002	01-47-5210	Locate Paint	48.10
Total 36253:							279.49
03/23	03/13/2023	36254	Felsburg Holt & Ullevig	36307	14-40-5500	3rd & Welker	12,934.03
Total 36254:							12,934.03
03/23	03/13/2023	36255	FRONTIER SELF STORAGE	04012023	01-40-5700	Storage	100.00
Total 36255:							100.00
03/23	03/13/2023	36256	GMCO CORPORATION	23-4026	04-44-5364	Snow Removal - ice slicer	3,207.68
03/23	03/13/2023	36256	GMCO CORPORATION	23-4027	04-44-5364	Snow Removal - ice slicer	3,191.04
03/23	03/13/2023	36256	GMCO CORPORATION	23-4028	04-44-5364	Snow Removal -- ice slicer	3,194.88

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
03/23	03/13/2023	36256	GMCO CORPORATION	23-4029	04-44-5364	Snow Removal - ice slicer	3,143.68
Total 36256:							12,737.28
03/23	03/13/2023	36257	GROUND ENGINEERING, INC.	220669.0-1	14-40-5564	North Creek Culvert Repair	547.50
Total 36257:							547.50
03/23	03/13/2023	36258	HELEN MIGCHELBRINK	022823	01-40-5253	Pool Car - washed	14.00
03/23	03/13/2023	36258	HELEN MIGCHELBRINK	022823	01-40-5330	CML Conf Pkg	11.45
Total 36258:							25.45
03/23	03/13/2023	36259	HOME DEPOT CREDIT SERVIC	2769 022123	04-44-5364	Inv. 2015491	136.28
03/23	03/13/2023	36259	HOME DEPOT CREDIT SERVIC	2769 022123	01-42-5215	Inv. 5610114	139.00
03/23	03/13/2023	36259	HOME DEPOT CREDIT SERVIC	2769 022123	01-47-5210	Inv. 5610114	175.46
03/23	03/13/2023	36259	HOME DEPOT CREDIT SERVIC	2769 022123	01-47-5210	Inv. 1142678	156.73
03/23	03/13/2023	36259	HOME DEPOT CREDIT SERVIC	2769 022123	01-47-5210	Inv. 8031713	288.91
03/23	03/13/2023	36259	HOME DEPOT CREDIT SERVIC	2769 022123	01-45-5210	Inv. 3011334	20.55
03/23	03/13/2023	36259	HOME DEPOT CREDIT SERVIC	2769 022123	01-47-5210	Inv. 2512201	62.00
03/23	03/13/2023	36259	HOME DEPOT CREDIT SERVIC	2769 022123	01-47-5210	Inv. 7011842	230.91
03/23	03/13/2023	36259	HOME DEPOT CREDIT SERVIC	2769 022123	01-40-5215	Inv. 7011842	143.00
03/23	03/13/2023	36259	HOME DEPOT CREDIT SERVIC	2769 022123	01-42-5215	Inv. 5084614 - return	139.00
Total 36259:							1,213.84
03/23	03/13/2023	36260	Imprints Fort Collins	E32121	01-41-5210	clothing - CP	97.98
Total 36260:							97.98
03/23	03/13/2023	36261	Jab Wireless Inc	44849 03.17.	01-47-5305	Cust #6675 - ISP - 3/17 - 4/16/2023	141.29
Total 36261:							141.29
03/23	03/13/2023	36262	JARVIS	6279	01-49-5260	Rec Fees - Feb	190.00
Total 36262:							190.00
03/23	03/13/2023	36263	JVA INCORPORATED	106500	06-40-5405	TOM - Wastewater On-Call	720.00
03/23	03/13/2023	36263	JVA INCORPORATED	106502	06-47-5557	WWTF	450.00
03/23	03/13/2023	36263	JVA INCORPORATED	106504	06-47-5557	WWTF	1,419.00
03/23	03/13/2023	36263	JVA INCORPORATED	106833	01-02-2615	Quik Trip (294)	512.00
03/23	03/13/2023	36263	JVA INCORPORATED	106834	01-02-2615	Frogger (301)	458.00
03/23	03/13/2023	36263	JVA INCORPORATED	106835	01-02-2615	Lawson Const (319)	344.00
03/23	03/13/2023	36263	JVA INCORPORATED	106836	01-02-2615	Liberty Ranch (320)	172.00
03/23	03/13/2023	36263	JVA INCORPORATED	106837	01-02-2615	Buffalo Highlands (321)	86.00
03/23	03/13/2023	36263	JVA INCORPORATED	106838	01-02-2615	Specialty Products Admin (322)	86.00
03/23	03/13/2023	36263	JVA INCORPORATED	106839	01-02-2615	17790 CR 7 (Shiers) (327)	86.00
03/23	03/13/2023	36263	JVA INCORPORATED	106840	01-02-2615	Club Car Wash (329)	430.00
03/23	03/13/2023	36263	JVA INCORPORATED	106841	01-02-2615	Red Barn Annex (298)	86.00
03/23	03/13/2023	36263	JVA INCORPORATED	106842	01-02-2615	Gopher Gulch (239)	172.00
03/23	03/13/2023	36263	JVA INCORPORATED	106843	01-47-5405	TOM - General Engineering Services	955.00
03/23	03/13/2023	36263	JVA INCORPORATED	107057	14-40-5564	North Creek Culvert	575.00
03/23	03/13/2023	36263	JVA INCORPORATED	107068	01-02-2615	Meadow Ridge (297)	820.00
03/23	03/13/2023	36263	JVA INCORPORATED	107069	01-02-2615	Rangeview Estate (270)	258.00
03/23	03/13/2023	36263	JVA INCORPORATED	107070	01-02-2615	Elevation 25 (Maan Farms - 296)	258.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 36263:							7,887.00
03/23	03/13/2023	36264	Kaitlyn Newbanks	030123	01-49-5260	Mileage reimbursement	34.32
Total 36264:							34.32
03/23	03/13/2023	36265	Kimball Midwest	100770901	01-47-5210	Parts/Supplies	87.75
03/23	03/13/2023	36265	Kimball Midwest	100772385	01-47-5210	Parts/Supplies	252.83
Total 36265:							340.58
03/23	03/13/2023	36266	KONICA MINOLTA BUSINESS S	285402565	01-40-5315	Copies	224.32
Total 36266:							224.32
03/23	03/13/2023	36267	KONICA MINOLTA PREMIER FIN	496027681	01-40-5315	Copier Lease - March	95.79
03/23	03/13/2023	36267	KONICA MINOLTA PREMIER FIN	496027681	01-40-5315	Copier Lease - Feb Late fee	.96
Total 36267:							96.75
03/23	03/13/2023	36268	LITTLE THOMPSON WATER DIS	1003301 2/2	01-47-5305	1341 WC 34 -1003301	378.36
03/23	03/13/2023	36268	LITTLE THOMPSON WATER DIS	607001 2/20/	06-47-5305	5423 WC 32 - 607001	31.84
03/23	03/13/2023	36268	LITTLE THOMPSON WATER DIS	618801 2/20/	01-45-5305	150 Main St - 618801	34.49
03/23	03/13/2023	36268	LITTLE THOMPSON WATER DIS	619202 2/20/	01-45-5305	401 3rd St - 619202	31.84
03/23	03/13/2023	36268	LITTLE THOMPSON WATER DIS	620201 2/20/	01-45-5305	2700 WC 34.5 - 620201	82.83
03/23	03/13/2023	36268	LITTLE THOMPSON WATER DIS	621801 2/20/	01-45-5305	190 1st St - 621801	82.83
03/23	03/13/2023	36268	LITTLE THOMPSON WATER DIS	622501 2/20/	01-45-5305	365 Welker - 622501	34.49
03/23	03/13/2023	36268	LITTLE THOMPSON WATER DIS	624409 2/20/	01-42-5305	201 Welker - 624409	32.31
03/23	03/13/2023	36268	LITTLE THOMPSON WATER DIS	650402 2/20	01-40-5305	242 Main St - 650402	31.84
03/23	03/13/2023	36268	LITTLE THOMPSON WATER DIS	657602 2/20/	06-47-5305	4504 E Welker - 657602	44.13
03/23	03/13/2023	36268	LITTLE THOMPSON WATER DIS	657701 2/20/	01-45-5305	156 Eagle - 657701	43.83
03/23	03/13/2023	36268	LITTLE THOMPSON WATER DIS	657801 2/20/	01-42-5305	537 Main Police - 657801	59.50
03/23	03/13/2023	36268	LITTLE THOMPSON WATER DIS	657901 2/20/	01-45-5305	16775 North Creek - 657901	100.31
03/23	03/13/2023	36268	LITTLE THOMPSON WATER DIS	658001 2/20/	01-45-5305	441 3rd St (6580) - 658001	100.31
03/23	03/13/2023	36268	LITTLE THOMPSON WATER DIS	658101 2/20/	01-45-5305	10 Fairburn - 658101	34.49
03/23	03/13/2023	36268	LITTLE THOMPSON WATER DIS	658201 2/20/	01-40-5305	441 3rd St - 658201	42.64
Total 36268:							1,166.04
03/23	03/13/2023	36269	LOVELAND BARRICADE LLC	19687	04-44-5252	Signage	660.00
Total 36269:							660.00
03/23	03/13/2023	36270	MAIN STREET MAT COMPANY	157061	01-47-5210	Mat svcs	97.30
03/23	03/13/2023	36270	MAIN STREET MAT COMPANY	158929	01-40-5210	Mat svcs	65.50
03/23	03/13/2023	36270	MAIN STREET MAT COMPANY	158930	01-42-5210	Mat svcs - 537 Main St	63.60
Total 36270:							226.40
03/23	03/13/2023	36271	MCDONALD FARMS ENTERPRI	0073938-IN	06-47-5231	Sludge Disposal	404.00
03/23	03/13/2023	36271	MCDONALD FARMS ENTERPRI	0073939-IN	01-47-5215	Vac Tanker - sand trap	2,879.00
03/23	03/13/2023	36271	MCDONALD FARMS ENTERPRI	0073991-IN	06-47-5231	Vac tanker	1,558.00
Total 36271:							4,841.00

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
03/23	03/13/2023	36272	Minuteman Press	6577	20-40-5700	Name Plate Holders	36.00
03/23	03/13/2023	36272	Minuteman Press	6577	01-41-5210	Name Plate Holders	144.00
03/23	03/13/2023	36272	Minuteman Press	6632	01-41-5210	Name Plates	113.45
03/23	03/13/2023	36272	Minuteman Press	6632	01-43-5700	Name Plates	113.45
03/23	03/13/2023	36272	Minuteman Press	6632	20-40-5700	Name Plates	85.10
Total 36272:							492.00
03/23	03/13/2023	36273	MOUNTAIN TRUCK & EQUIP	14760-34159	04-44-5216	Parts/Supplies	47.22
Total 36273:							47.22
03/23	03/13/2023	36274	Nectar HR	12615	01-49-5349	Wellness Rewards	300.00
Total 36274:							300.00
03/23	03/13/2023	36275	NEXT STEP COMMUNICATION L	10201	01-47-5201	Camera Setup	190.00
Total 36275:							190.00
03/23	03/13/2023	36276	OCCUPATIONAL HEALTH CENT	103721520	01-43-5075	New Hire - KE-C	82.00
Total 36276:							82.00
03/23	03/13/2023	36277	One Way Inc	284970	01-40-5310	D13927D - 441 E Third St - Jan	49.61
03/23	03/13/2023	36277	One Way Inc	285010	01-42-5310	D13927F - 201 Welker - Jan	26.44
03/23	03/13/2023	36277	One Way Inc	287842	06-47-5310	D13927E - 4504 Welker Ave - Feb	93.72
03/23	03/13/2023	36277	One Way Inc	290458	01-47-5310	D13927G - 1341 County Rd 34 Trash	77.18
03/23	03/13/2023	36277	One Way Inc	290598	01-47-5310	D13927H - 1341 County Rd 34 Recycle	102.61
03/23	03/13/2023	36277	One Way Inc	290650	01-42-5310	D13927A - 537 Main St Trash	77.18
03/23	03/13/2023	36277	One Way Inc	290651	01-42-5310	D13927B - 537 Main St Recycle	49.61
03/23	03/13/2023	36277	One Way Inc	290656	01-40-5310	D13927C - 441 Third St Trash	77.18
03/23	03/13/2023	36277	One Way Inc	290657	01-40-5310	D13927D - 441 Third St Recycle	49.61
03/23	03/13/2023	36277	One Way Inc	290663	06-47-5310	D13927E - 4504 Welker Trash	93.72
03/23	03/13/2023	36277	One Way Inc	290698	01-42-5310	D13927F - 201 Welker	26.44
Total 36277:							723.30
03/23	03/13/2023	36278	Paulette Dolin	21	01-49-5265	Fitness Instructor - Senior Exercise - Feb	480.00
Total 36278:							480.00
03/23	03/13/2023	36279	Pitney Bowes Global Financial Se	3317117179	01-40-5205	Lease - Q1 2023	164.97
Total 36279:							164.97
03/23	03/13/2023	36280	Precision Employment Consulting	022823	01-40-5401	Consulting - Feb	6,757.71
03/23	03/13/2023	36280	Precision Employment Consulting	022823	06-40-5401	Consulting - Feb	344.41
03/23	03/13/2023	36280	Precision Employment Consulting	022823	20-40-5401	Consulting - Feb	272.88
Total 36280:							7,375.00
03/23	03/13/2023	36281	RAMEY ENVIRONMENTAL COM	24898	06-47-5215	WWTP	612.27
03/23	03/13/2023	36281	RAMEY ENVIRONMENTAL COM	24939	06-47-5390	Wastewater svcs - Dec	5,043.84
03/23	03/13/2023	36281	RAMEY ENVIRONMENTAL COM	24939	06-47-5215	equipment	37.75
03/23	03/13/2023	36281	RAMEY ENVIRONMENTAL COM	24939	06-47-5391	Lab Services	600.24

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
03/23	03/13/2023	36281	RAMEY ENVIRONMENTAL COM	25156	06-47-5215	WWTP Repairs	3,196.61
03/23	03/13/2023	36281	RAMEY ENVIRONMENTAL COM	25233	06-47-5396	Raterink	735.00
03/23	03/13/2023	36281	RAMEY ENVIRONMENTAL COM	25278	06-47-5390	Wastewater svcs - Feb	5,195.16
03/23	03/13/2023	36281	RAMEY ENVIRONMENTAL COM	25278	06-47-5391	Lab Services	214.08
Total 36281:							15,634.95
03/23	03/13/2023	36282	Rugged Notebooks	71561	01-42-5201	Panasonic FZ-55	5,822.00
Total 36282:							5,822.00
03/23	03/13/2023	36283	Safety and Construction Supply	9164-IN	04-44-5254	Delineator	1,690.00
03/23	03/13/2023	36283	Safety and Construction Supply	9164-IN	04-44-5255	Gloves	184.90
Total 36283:							1,874.90
03/23	03/13/2023	36284	Smith Power Products, INC	539174	06-47-5215	WWTP Repairs	328.06
Total 36284:							328.06
03/23	03/13/2023	36285	ST. VRAIN VALLEY SCHOOL DIS	424	01-49-5260	Basketball Gym Use 1/7 - 2/11/2023	2,265.00
Total 36285:							2,265.00
03/23	03/13/2023	36286	STAPLES ADVANTAGE	8069404863	01-47-5200	3531542466 - Supplies	57.59
03/23	03/13/2023	36286	STAPLES ADVANTAGE	8069404863	01-40-5200	3531542467 - Supplies	45.58
03/23	03/13/2023	36286	STAPLES ADVANTAGE	8069404863	01-43-5200	3531542469 - supplies - plotter ink	185.63
03/23	03/13/2023	36286	STAPLES ADVANTAGE	8069404863	01-43-5200	3531542470 - supplies plotter ink	95.73
03/23	03/13/2023	36286	STAPLES ADVANTAGE	8069404863	01-43-5200	3531542472 - supplies - plotter ink	89.90
03/23	03/13/2023	36286	STAPLES ADVANTAGE	8069404863	01-43-5200	3531542473 - supplies plotter ink	89.90
03/23	03/13/2023	36286	STAPLES ADVANTAGE	8069404863	01-40-5200	3531542474 - supplies	83.92
03/23	03/13/2023	36286	STAPLES ADVANTAGE	8069404863	01-40-5210	3531542475 - supplies	32.57
03/23	03/13/2023	36286	STAPLES ADVANTAGE	8069404863	01-47-5200	3531542476 - supplies	222.49
03/23	03/13/2023	36286	STAPLES ADVANTAGE	8069404863	01-47-5200	3531542478 - supplies (dup order 2 b ref	222.49
03/23	03/13/2023	36286	STAPLES ADVANTAGE	8069404863	01-42-5200	3531542479 - supplies	10.50
03/23	03/13/2023	36286	STAPLES ADVANTAGE	8069404863	01-42-5210	3531542479 - supplies	22.88
03/23	03/13/2023	36286	STAPLES ADVANTAGE	8069404863	01-40-5200	3531542479 - supplies	14.23
03/23	03/13/2023	36286	STAPLES ADVANTAGE	8069404863	01-41-5210	3531542480 - supplies	11.04
03/23	03/13/2023	36286	STAPLES ADVANTAGE	8069404863	01-40-5200	3531542480 - supplies	27.85
03/23	03/13/2023	36286	STAPLES ADVANTAGE	8069404863	01-42-5200	3531542480 - supplies	113.11
03/23	03/13/2023	36286	STAPLES ADVANTAGE	8069404863	01-42-5210	3531542480 - supplies	59.09
03/23	03/13/2023	36286	STAPLES ADVANTAGE	8069404863	08-42-5511	3531542481 - chair	149.99
03/23	03/13/2023	36286	STAPLES ADVANTAGE	8069404863	01-47-5200	3531542482 - supplies (Bo)	60.38
03/23	03/13/2023	36286	STAPLES ADVANTAGE	8069404863	01-40-5210	3531542484 - supplies	4.99
03/23	03/13/2023	36286	STAPLES ADVANTAGE	8069404863	01-42-5210	3531542484 - supplies	6.00
Total 36286:							1,605.86
03/23	03/13/2023	36287	TDS	14762 02.25.	01-42-5325	Internet - March	132.45
03/23	03/13/2023	36287	TDS	6545 02.19.2	01-40-5325	Internet - TH March	457.30
Total 36287:							589.75
03/23	03/13/2023	36288	THE HARTFORD-GROUP BENE	9247062505	01-40-5066	STD / LTD Insurance - March	212.32
03/23	03/13/2023	36288	THE HARTFORD-GROUP BENE	9247062505	01-41-5066	STD / LTD Insurance - March	10.14
03/23	03/13/2023	36288	THE HARTFORD-GROUP BENE	9247062505	01-42-5066	STD / LTD Insurance - March	342.27

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
03/23	03/13/2023	36288	THE HARTFORD-GROUP BENE	9247062505	01-43-5066	STD / LTD Insurance - March	143.51
03/23	03/13/2023	36288	THE HARTFORD-GROUP BENE	9247062505	04-44-5066	STD / LTD Insurance - March	262.58
03/23	03/13/2023	36288	THE HARTFORD-GROUP BENE	9247062505	01-45-5066	STD / LTD Insurance - March	149.03
03/23	03/13/2023	36288	THE HARTFORD-GROUP BENE	9247062505	01-47-5066	STD / LTD Insurance - March	241.99
03/23	03/13/2023	36288	THE HARTFORD-GROUP BENE	9247062505	01-48-5066	STD / LTD Insurance - March	55.38
03/23	03/13/2023	36288	THE HARTFORD-GROUP BENE	9247062505	01-49-5066	STD / LTD Insurance - March	130.85
03/23	03/13/2023	36288	THE HARTFORD-GROUP BENE	9247062505	06-40-5066	STD / LTD Insurance - March	101.56
03/23	03/13/2023	36288	THE HARTFORD-GROUP BENE	9247062505	20-40-5066	STD / LTD Insurance - March	85.01
Total 36288:							1,734.64
03/23	03/13/2023	36289	TOWN OF MEAD	31.11 2.2023	01-42-5305	201 Welker Sewer	43.52
03/23	03/13/2023	36289	TOWN OF MEAD	338.01 2.202	01-40-5305	Town Hall Sewer	57.54
03/23	03/13/2023	36289	TOWN OF MEAD	453.01 2.202	01-42-5305	PD Sewer (535 Main St)	75.33
03/23	03/13/2023	36289	TOWN OF MEAD	478.02 2.202	01-40-5305	242 Main St	47.88
03/23	03/13/2023	36289	TOWN OF MEAD	566.02 2.202	01-45-5305	Bean Plant Sewer (401 Third St)	47.88
03/23	03/13/2023	36289	TOWN OF MEAD	630.04 2.202	01-40-5305	505 3rd St Sewer	43.52
Total 36289:							315.67
03/23	03/13/2023	36290	TRIDENT SECURITY SYSTEMS	27845	01-47-5305	Utilities/Alarm	165.00
Total 36290:							165.00
03/23	03/13/2023	36291	Trinity Tools Inc	91337	04-44-5254	Tools	335.75
Total 36291:							335.75
03/23	03/13/2023	36292	UNITED POWER	61303 2.16.2	01-45-5305	61303 - 17029 CR 5 Area Light	10.25
03/23	03/13/2023	36292	UNITED POWER	88601 2.16.2	04-44-5305	88601 - Street Lights	2,794.10
Total 36292:							2,804.35
03/23	03/13/2023	36293	University Auto Parts, Inc	258939	04-44-5216	Shop Supplies - oil	135.98
Total 36293:							135.98
03/23	03/13/2023	36294	Voiance Language Services LLC	2023018736	01-42-5343	OPI Interpretation Services - Feb	18.63
Total 36294:							18.63
03/23	03/13/2023	31323100	CEBT	INV 0054180	01-02-2310	Health Insurance - March	42,392.73
03/23	03/13/2023	31323100	CEBT	INV 0054180	06-02-2310	Health Insurance - March	1,992.51
03/23	03/13/2023	31323100	CEBT	INV 0054180	20-02-2310	Health Insurance - March	2,079.39
Total 31323100:							46,464.63
03/23	03/13/2023	31323101	CENTURY LINK	0831 022523	01-40-5300	970-535-0831 866 - TH Fax	71.01
03/23	03/13/2023	31323101	CENTURY LINK	4770 022523	01-42-5300	970-535-4770 382 - PD Fax	66.96
Total 31323101:							137.97
03/23	03/13/2023	31323102	Enterprise FM Trust	FBN4691181	08-42-5491	21 Ford Police - 608136	1,012.95
03/23	03/13/2023	31323102	Enterprise FM Trust	FBN4691181	09-45-5491	21 Ford Ranger - 608136	627.31
03/23	03/13/2023	31323102	Enterprise FM Trust	FBN4691181	09-45-5491	22 Ford F-250 - 608136	855.83
03/23	03/13/2023	31323102	Enterprise FM Trust	FBN4691181	09-45-5491	22 Ford F-350 - 608136	1,201.11

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
03/23	03/13/2023	31323102	Enterprise FM Trust	FBN4691181	09-45-5491	22 Ford F-250 - 608136	899.60
03/23	03/13/2023	31323102	Enterprise FM Trust	FBN4691181	09-45-5491	22 Ford Ranger - 608136	679.32
03/23	03/13/2023	31323102	Enterprise FM Trust	FBN4691181	08-42-5491	22 Ford F-150 - 608136	801.71
03/23	03/13/2023	31323102	Enterprise FM Trust	FBN4691181	09-45-5491	22 Ford Escape - 608136	648.09
03/23	03/13/2023	31323102	Enterprise FM Trust	FBN4691181	09-45-5491	21 Ford Ranger - 608136	751.64
03/23	03/13/2023	31323102	Enterprise FM Trust	FBN4691181	08-42-5491	22 Ford Utility Interceptor - 608136	1,269.76
03/23	03/13/2023	31323102	Enterprise FM Trust	FBN4691181	08-42-5491	23 Toyota Highlander - 608136	2,790.44
Total 31323102:							11,537.76
03/23	03/13/2023	31323103	The Pitney Bowes Bank Inc	1223 - 02152	01-40-5205	Late Fee	29.99
Total 31323103:							29.99
03/23	03/13/2023	31323104	UNITED POWER	92015 2.16.2	01-42-5305	92015 - 201 Welker	42.76
Total 31323104:							42.76
03/23	03/13/2023	31323105	XCEL ENERGY	816965989	01-40-5305	53-0012949706-8 - Jan/Feb	203.57
03/23	03/13/2023	31323105	XCEL ENERGY	817019187	01-42-5305	201 S Welker St - Natural Gas - Feb	170.76
03/23	03/13/2023	31323105	XCEL ENERGY	817061844	01-42-5305	53-2929790-5 - Jan/Feb	633.36
03/23	03/13/2023	31323105	XCEL ENERGY	817154997	01-47-5305	1341 CR 34	1,070.02
Total 31323105:							2,077.71
03/23	03/13/2023	31323106	Xpress Bill Pay	72058	06-40-5701	Credit Trans Fees	550.54
Total 31323106:							550.54
Grand Totals:							201,226.60

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-02-2000	173.50	115,906.47-	115,732.97-
01-02-2310	42,392.73	.00	42,392.73
01-02-2615	3,768.00	.00	3,768.00
01-10-4030	259.32	.00	259.32
01-11-4100	218.96	.00	218.96
01-40-5066	212.32	.00	212.32
01-40-5068	165.00	.00	165.00
01-40-5200	237.56	.00	237.56
01-40-5201	851.00	.00	851.00
01-40-5205	341.21	.00	341.21
01-40-5210	151.91	.00	151.91
01-40-5215	143.00	.00	143.00
01-40-5253	14.00	.00	14.00
01-40-5300	71.01	.00	71.01
01-40-5305	426.99	.00	426.99
01-40-5310	176.40	.00	176.40
01-40-5315	321.07	.00	321.07
01-40-5325	457.30	.00	457.30
01-40-5330	503.21	.00	503.21

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
01-40-5331	305.05	.00	305.05
01-40-5401	6,757.71	.00	6,757.71
01-40-5700	428.54	27.92-	400.62
01-40-5705	137.55	.00	137.55
01-41-5066	10.14	.00	10.14
01-41-5210	426.68	.00	426.68
01-41-5330	1,054.97	.00	1,054.97
01-41-5331	152.08	.00	152.08
01-41-5399	3,400.00	.00	3,400.00
01-41-5700	325.82	.00	325.82
01-41-5841	274.77	.00	274.77
01-42-5066	342.27	.00	342.27
01-42-5075	90.54	.00	90.54
01-42-5200	156.09	.00	156.09
01-42-5201	5,994.98	.00	5,994.98
01-42-5210	470.44	.00	470.44
01-42-5215	139.00	139.00-	.00
01-42-5216	372.58	.00	372.58
01-42-5254	504.15	.00	504.15
01-42-5300	66.96	.00	66.96
01-42-5305	1,057.54	.00	1,057.54
01-42-5310	179.67	.00	179.67
01-42-5315	83.85	.00	83.85
01-42-5325	132.45	.00	132.45
01-42-5330	5,654.23	.00	5,654.23
01-42-5343	18.63	.00	18.63
01-42-5700	131.31	.00	131.31
01-43-5066	143.51	.00	143.51
01-43-5075	82.00	.00	82.00
01-43-5200	478.15	.00	478.15
01-43-5330	2,879.28	.00	2,879.28
01-43-5700	366.90	.00	366.90
01-45-5066	149.03	.00	149.03
01-45-5210	20.55	.00	20.55
01-45-5305	603.55	.00	603.55
01-45-5330	1,038.00	.00	1,038.00
01-45-5369	7.65	.00	7.65
01-45-5370	10,729.40	.00	10,729.40
01-47-5066	241.99	.00	241.99
01-47-5200	896.96	6.58-	890.38
01-47-5201	724.83	.00	724.83
01-47-5210	1,657.63	.00	1,657.63
01-47-5215	2,879.00	.00	2,879.00
01-47-5216	12.00	.00	12.00
01-47-5305	1,754.67	.00	1,754.67
01-47-5310	179.79	.00	179.79
01-47-5315	196.11	.00	196.11
01-47-5330	337.95	.00	337.95
01-47-5405	955.00	.00	955.00
01-48-5040	1,500.00	.00	1,500.00
01-48-5066	55.38	.00	55.38
01-48-5455	3,225.00	.00	3,225.00
01-49-5066	130.85	.00	130.85
01-49-5203	236.21	.00	236.21
01-49-5260	2,976.86	.00	2,976.86
01-49-5265	600.22	.00	600.22
01-49-5331	744.22	.00	744.22

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
01-49-5349	683.75	.00	683.75
01-49-5700	41.04	.00	41.04
04-02-2000	.00	26,297.72-	26,297.72-
04-10-4030	15.20	.00	15.20
04-44-5066	262.58	.00	262.58
04-44-5216	3,906.73	.00	3,906.73
04-44-5252	856.65	.00	856.65
04-44-5254	2,025.75	.00	2,025.75
04-44-5255	184.90	.00	184.90
04-44-5305	2,794.10	.00	2,794.10
04-44-5330	150.00	.00	150.00
04-44-5364	12,873.56	.00	12,873.56
04-44-5405	3,228.25	.00	3,228.25
06-02-2000	.00	24,222.70-	24,222.70-
06-02-2310	1,992.51	.00	1,992.51
06-40-5066	101.56	.00	101.56
06-40-5401	344.41	.00	344.41
06-40-5405	720.00	.00	720.00
06-40-5701	550.54	.00	550.54
06-47-5215	4,174.69	.00	4,174.69
06-47-5231	2,418.26	.00	2,418.26
06-47-5305	75.97	.00	75.97
06-47-5310	187.44	.00	187.44
06-47-5390	10,239.00	.00	10,239.00
06-47-5391	814.32	.00	814.32
06-47-5396	735.00	.00	735.00
06-47-5557	1,869.00	.00	1,869.00
08-02-2000	.00	6,024.85-	6,024.85-
08-42-5491	5,874.86	.00	5,874.86
08-42-5511	149.99	.00	149.99
09-02-2000	.00	12,229.90-	12,229.90-
09-45-5491	5,662.90	.00	5,662.90
09-50-5500	980.00	.00	980.00
09-50-5511	662.00	.00	662.00
09-51-5500	4,925.00	.00	4,925.00
14-02-2000	.00	14,056.53-	14,056.53-
14-40-5500	12,934.03	.00	12,934.03
14-40-5564	1,122.50	.00	1,122.50
20-02-2000	.00	2,558.38-	2,558.38-
20-02-2310	2,079.39	.00	2,079.39
20-40-5066	85.01	.00	85.01
20-40-5401	272.88	.00	272.88
20-40-5700	121.10	.00	121.10
99-01-1075	103.55	.00	103.55
99-02-2000	.00	103.55-	103.55-
Grand Totals:	201,573.60	201,573.60-	.00

Report Criteria:

Report type: GL detail

M = Manual Check, V = Void Check



Agenda Item Summary

MEETING DATE: March 13, 2023

SUBJECT: **Resolution No. 18-R-2023** – A Resolution of the Town of Mead, Colorado, Granting Conditional Acceptance of the Phase 1 Public Improvements for Postle Subdivision, Filing No. 1, Lot 2 (Project Frogger)

PRESENTED BY: Robyn Brown, Deputy Town Engineer

SUMMARY

Mr. Nate Weigel, Project Manager for BROE Real Estate Group representing Mead Industrial Development, LLC, a Colorado limited liability company, and Mead Investors 1, LLC, a Colorado limited liability company (together referred to herein as “Developer”) has requested Conditional Acceptance of the on-site and off-site public improvements for Phase 1 (Project Frogger), including Weld County Road 36 improvements, and more specifically described as the installation of concrete sidewalk, curb and gutter, asphalt paving, sanitary sewer, storm sewer drainage, and drainage facilities (collectively, the “Phase 1 Public Improvements”). Landscape improvements for Phase 1 are not included in this conditional acceptance.

The Phase 1 Public Improvements are identified in the Subdivision Improvement Agreement, dated February 14, 2022, and recorded on March 22, 2022, at Reception No. 4811738 in the Weld County property records (the “SIA”).

Staff recommends granting Conditional Acceptance of the Phase 1 Public Improvements. Resolution No. 19-R-2023 memorializes the Board’s Conditional Acceptance of the Phase 1 Public Improvements, effective March 13, 2023. The warranty period will start on May 1, 2023.

Town staff completed a punch list walkthrough on January 26, 2023 and created a final punch list of items for the Developer’s contractor to complete. With the exception of landscaping improvements to be completed this spring, all punchlist items have been corrected and accepted. The Conditional Acceptance letter and punch list are attached to and incorporated into the proposed Resolution as **Exhibit A**.

Exhibit B of the Proposed Resolution includes two additional conditions recommended by the Town Engineer. These additional conditions ensure that: (1) 15% collateral will be held through the two-year warranty period; and (2) 100% collateral for the Phase 1 landscaping improvements will be held until Conditional Acceptance of the Phase 1 landscaping improvements is granted.

For a two-year period from the date of the beginning of the warranty period, the Developer is required, at its own expense, to take all actions necessary to maintain the Phase 1 Public Improvements and make needed repairs or replacements that, in the reasonable opinion of the Town, become necessary. If within thirty (30) days after the Developer’s receipt of written notice from the Town requesting replacement of, or repairs to, the Phase 1 Public Improvements, the Developer has not completed such repairs, the Town may exercise enforcement actions to secure performance, including enforcement of contractual rights and other actions set forth in Article VI of Chapter 16 of the Mead Municipal Code. At the

conclusion of the two-year warranty period, Town staff will complete a final inspection to ensure all Phase 1 public improvements are in satisfactory condition prior to issuing Final Acceptance of the improvements.

FINANCIAL CONSIDERATIONS

There are no financial considerations associated with this request.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends the Board of Trustees grant Conditional Acceptance of the Phase 1 Public Improvements by adoption of the proposed Resolution, with the two (2) year warranty period beginning May 1, 2023, as set forth herein.

A motion to approve the consent agenda for March 13, 2023, will approve this item. If the resolution is removed from the consent agenda, the suggested motion is:

“I move to adopt Resolution No. 18-R-2023, a Resolution of the Town of Mead, Granting Conditional Acceptance of the Phase 1 Public Improvements for Postle Subdivision, Filing No. 1, Lot 2 (Project Frogger).”

ATTACHMENTS

Resolution No. 18-R-2023
Conditional Acceptance Letter – Postle Subdivision Phase 1 (Project Frogger) Public Improvements –
From Town to Developer

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 18-R-2023**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, GRANTING
CONDITIONAL ACCEPTANCE OF THE PHASE 1 PUBLIC IMPROVEMENTS
FOR POSTLE SUBDIVISION, FILING NO. 1, LOT 2 (PROJECT FROGGER)**

WHEREAS, Mead Industrial Development, LLC, a Colorado limited liability company, and Mead Investors 1, LLC, a Colorado limited liability company (together referred to herein as “Developer”) has caused the completion of certain public improvements benefitting the Postle Subdivision Filing No.1 Final Plat (“Development”), specifically the public improvements associated with Phase 1 on **Lot 2** of the Development but excluding the Phase 1 landscape improvements (collectively, the “Phase 1 Improvements”); and

WHEREAS, the Phase 1 Improvements are identified in that certain Subdivision Improvement Agreement dated February 14, 2022, and recorded on March 22, 2022, at Reception No. 4811738 in the Weld County property records, as amended by that certain First Amendment to Subdivision Improvement Agreement dated October 10, 2022 (together, the “SIA”); and

WHEREAS, the Phase 1 Improvements are subject to a warranty period of two (2) years following the conditional acceptance of the improvements, and conditional acceptance is accomplished by resolution of the Board of Trustees per Section 16-4-130 of the *Mead Municipal Code* (“MMC”); and

WHEREAS, Developer has requested conditional acceptance of the Phase 1 Improvements by the Board of Trustees of the Town of Mead; and

WHEREAS, the Town Engineer has reviewed the construction of Phase 1 Improvements, has determined that the Phase 1 Improvements have been constructed and installed in substantial conformance with the Town’s construction standards, and is recommending that the Board grant conditional acceptance of the Phase 1 Improvements, subject to the conditions set forth in the Final Punchlist, a copy of which is attached to this Resolution as **Exhibit A**, and subject to the additional conditions attached to this Resolution as **Exhibit B**; and

WHEREAS, the Board of Trustees desires to grant conditional acceptance of the Phase 1 Improvements subject to the conditions set forth in this Resolution; and

WHEREAS, the MMC requires the Developer to maintain the Phase 1 Improvements for a two (2) year period from the date of conditional acceptance and clarifies that the Developer shall, at its own expense, take all actions necessary to maintain the Phase 1 Improvements and make needed repairs or replacements that, in the reasonable opinion of the Town (and the Town Engineer), shall become necessary; and

WHEREAS, if the Developer fails to make necessary repairs to the Phase 1 Improvements in accordance with the requirements set forth in the MMC, the Town may withhold final acceptance of the Phase 1 Improvements, may proceed to withhold building permits, temporary certificates of occupancy, or certificates of occupancy for those lots located within boundaries of the Development, or may take any other action authorized by the SIA.

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

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

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

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

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

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

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 13TH DAY OF MARCH 2023.

ATTEST:

TOWN OF MEAD

By: _____
Mary Strutt, Town Clerk

By: _____
Colleen G. Whitlow, Mayor



Exhibit A

Final Punchlist (for Conditional Acceptance)

Project Name: Project Frogger

Contractor: Broe

Inspector: Ryan Corbett

Punchwalk Dates:

Pre-Walk for Conditional Acceptance: 10/28/22, 11/18/22, 12/7/22, 12/15/22, 12/21/22, 1/26/23

Punch List Items						
No.	Item	Description	Location	Observation Date	Completion Date	Town Sign-Off
1	Sanitary Sewer					
1a	Sanitary Sewer	Ring knocked out of place when pouring concrete	MH12	10/28/2022	12/7/2022	RCC
1b	Sanitary Sewer	Ring knocked out of place when pouring concrete	MH10	10/28/2022	12/7/2022	RCC
1c	Sanitary Sewer	Gap between pipes 144' in	Between MH16-MH13	10/29/2022	12/7/2022	RCC
2	As- Builts					
2a	Pond	Detention pond as-built	SW corner of site	11/18/2022	1/27/2023	RCB
2b	Storm Sewer	Storm Sewer as-builts	entire storm sewer	11/18/2022	1/27/2023	RCB
2c	Sanitary Sewer	Sanitary sewer as-builts	entire sanitary run	11/18/2022	1/27/2023	RCB
2d	CR 36	CR 36 as-built	CR36	11/18/2022	1/27/2023	RBC
3	Outside Agency Sign Offs					
3a	McKay Lateral	McKay lateral sign off	McKay Lateral	11/18/2022	2/21/2022	RCB
3b	LTWD	Little Thompson Water District	Water line	11/18/2022	2/15/2023	RCB
3c	CDOT	Traffic signals at I25 Remaining Items: 1- The cabling for each hand rail at the cabinets needs to be better secured and tightened for safety reasons. 2- The UPS in the signal cabinet for the Southbound ramp is not functioning properly, it is bad. This needs to be replaced before we sign off on the inspection and we take over operation. 3- The Stop signs need to be removed.	CR 34 & I25	2/16/2023	2/15/2023	RCB
4	Asphalt					
4a	Sign	Asphalt Ends Sign	East end of CR36 paving	11/18/2022	1/26/2023	RCC
4b	Sign	WCR 36	Intersection of 36 & Frontage Road	11/18/2022	1/26/2023	RCC
5	Concrete	Curb/gutter and sidewalk on WCR36			12/7/2022	RCC
6	Street Lights	Along WCR 36			12/15/2022	RCC
7	Storm				12/15/2022	RCC
8	Erosion Control				pending	RCB
9	Housekeeping	Need to clean up area where trailers/staging areas were		1/26/2023	1/26/2023	RCB
10	Stockpiles/Grading			1/26/2023	1/26/2023	RCB
11	Landscaping				pending	RCB
11a	CR 36 Planting			12/21/2022	pending	RCB
11b	CR 36 Seeding			12/21/2022	pending	RCB
11c	Interior Seeding			12/21/2022	pending	RCB
11d	Landscaping	Landscaping Engineer - tree count	Entire site	11/18/2022	pending	RCB

Section 8, Item d.

Exhibit B
Additional conditions (Conditional Acceptance)

1. Developer shall replace LOC NUSCGS040927 dated February 14, 2022, in the amount of \$1,196,028 (and having an expiration date of December 31, 2024) (the “LOC”) with a new LOC in the form required by the SIA **in the amount of not less than \$228,021.42** and having an expiration date not earlier than August 1, 2025 (“Replacement LOC”). The Developer shall file the Replacement LOC with the Town Engineer on or before April 1, 2023. Upon filing of the Replacement LOC, the Town Engineer or designee shall cause the LOC to be released. The Replacement LOC shall be released in accordance with the terms of the SIA and the *Mead Municipal Code*.



March 13, 2023

Mr. Nate Weigel, Project Manager
BROE Real Estate Group
252 Clayton Street
Denver, Colorado 80206

RE: Conditional Acceptance of Postle Subdivision, Filing No. 1 – Phase 1 (Lot 2, aka “Project Frogger”) Public Improvements

Dear Mr. Weigel,

In January 2023, Town of Mead Staff completed a summary inspection of the public improvements constructed as part of Postle Subdivision, Filing No. 1 – Phase 1 (Lot 2, aka Project Frogger). The purpose of this inspection was to confirm completion of construction of the Phase 1 public improvements, assess the condition of the improvements installed, and generate a punchlist detailing deficiencies requiring completion or correction prior to issuance of Phase 1 Conditional Acceptance. A copy of the punchlist is attached to this letter. The Town has confirmed that all punchlist items are complete, with the exception of on-site and off-site Phase 1 landscaping. Phase 1 landscaping is not included in this issuance of Conditional Acceptance. The Developer shall complete all Phase 1 landscape improvements prior to May 1, 2023, unless otherwise directed by Town Staff.

This letter is to notify you that portions of your project, as described above, have been granted Conditional Acceptance by the Board of Trustees on March 13, 2023 pursuant to Resolution No. 18-R-2023. Please be aware that the 2-year warranty period for the Phase 1 public improvements will not begin until May 1, 2023. Following conditional acceptance and during the warranty period, the developer shall, at developer’s own expense, take all actions necessary to maintain the public improvements and make needed repairs or replacements that, in the reasonable opinion of the Town, shall become necessary.

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



Sincerely,

Robyn Brown, P.E.
Deputy Town Engineer

ATTACHMENTS:

Postle Subdivision, Filing No. 1 – Phase 1 (Lot 2, aka Project Frogger) Public Improvements –
Punchlist



Agenda Item Summary

MEETING DATE: March 13, 2023

SUBJECT: **Resolution No. 19-R-2023** – A Resolution of the Town of Mead, Colorado, Approving Change Order 2 to the Construction Agreement with Orion Environmental, Inc., Concerning the Demolition and Disposal of the Existing Grain Silo and Foundation at the Bean Plant

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

SUMMARY

At the Board retreat held on January 7, 2023, the Board requested additional information on the condition of the existing grain silo at the Bean Plant/Community Center property located at 401 3rd Street, and the feasibility of repurposing it as a bandshell, shade structure, or other similar design element. The feasibility report conducted in 2022 determined that repurposing the silo would involve structural reinforcements and underpinning of the slab foundation at considerable expense, and noted budget dollars would be better utilized elsewhere on the project.

Staff was asked to present an option to demolish the silo to provide better site aesthetics and provide more flexibility with the site plan design currently under development.

The demolition can be added by change order to the existing contract with Orion Environmental who recently completed the demolition of the other Bean Plant site structures. This request for Change Order 2 totals \$49,879.00, which is 25.50% of the original contract sum and requires Board approval.

FINANCIAL CONSIDERATIONS

The approved 2023 budget identified \$5,385,000 for the Community Center project in the Municipal Facilities Fund (09-51-5500). This request is for an amount not to exceed \$49,879.00.

Original Contract Amount	\$195,584.00	Bean Plant demolition
Change Order 1	\$ 5,891.25	Asbestos testing and abatement
<u>Change Order 2</u>	<u>\$ 49,879.00</u>	<u>This request – demolition of grain silo and foundation</u>

Revised Contract Amount \$251,354.25

STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the consent agenda for March 13, 2023, will approve this item. If the resolution is removed from the consent agenda, the suggested motion is:

“I move to adopt Resolution No. 19-R-2023, A Resolution of the Town of Mead, Colorado, Approving Change Order 2 to the Construction Agreement with Orion Environmental, Inc. (Project No. 2022-007),

for the Demolition and Disposal of the Silo and Foundation at the Bean Plant Site in the Amount of \$49,879.”

ATTACHMENTS

Resolution No. 19-R-2023
Change Order 2

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 19-R-2023**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING CHANGE
ORDER 2 TO THE CONSTRUCTION AGREEMENT WITH ORION
ENVIRONMENTAL, INC. (PROJECT NO. 2022-007), FOR THE DEMOLITION AND
DISPOSAL OF THE SILO AND FOUNDATION AT THE BEAN PLANT SITE IN THE
AMOUNT OF \$49,879**

WHEREAS, the Board of Trustees previously approved that certain Construction Agreement dated September 26, 2022 for Project No. 2022-007 (“Agreement”) between ORION ENVIRONMENTAL, INC. (“Contractor”) and the Town of Mead for Bean Plan Deconstruction and Demolition (Project No. 2022-007) (the “Project”); and

WHEREAS, Change Order 1 in the amount of \$5,891.25 (for asbestos testing and abatement) was previously approved; and

WHEREAS, the Town has requested that Contractor provide additional Services related to the Project; and

WHEREAS, specifically, the Town has requested that Contractor demolish and dispose of the existing silo (the “Additional Services”); and

WHEREAS, the cost of the Additional Services will total \$49,879.00; and

WHEREAS, Section 7.00 of the Agreement states that should additional work beyond that described in the Contract Documents be required, such additional work will be paid for as extra work at a cost to be agreed upon in a separate written agreement by the Town and Contractor prior to commencement of the additional work; and

WHEREAS, the Board of Trustees desires to approve the Contractor’s *Change Order No. 2 – Demolition and Disposal of Existing Silo and Foundation* (“Change Order 2”) in substantially the form attached to this Resolution; and

WHEREAS, Change Order 2 adds the Additional Services to the Agreement and increases the Adjusted Contract Total from \$201,475.25 to \$251,354.25; and

WHEREAS, the Town’s Construction Manager has reviewed Change Order 2 and is recommending approval; and

WHEREAS, the Board of Trustees further desires to delegate authority to the Mayor or Town Manager to execute Change Order 2 on behalf of the Town when 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 foregoing recitals are incorporated herein by reference as findings and determinations of the Board of Trustees.

Section 2. The Board of Trustees hereby: (a) approves Change Order 2 in substantially the same form as attached to this Resolution; (b) authorizes the Town Attorney in cooperation with the Town Manager and Town Engineer to make any non-material changes as may be necessary to Change Order 2 that do not increase the Town's obligations; and (c) authorizes the Mayor or Town Manager to execute Change Order 2 on behalf of the Town when in final form.

Section 3. Effective Date. This resolution shall become effective immediately upon adoption.

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 13th DAY OF MARCH 2023.

ATTEST:

TOWN OF MEAD

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

By: _____
Colleen G. Whitlow, Mayor

Attachment to Resolution:

Change Order No. 2 – Demolition and Disposal of Existing Silo and Foundation (Orion Environmental, Inc.)

CHANGE ORDER NO. 02

PROJECT TITLE: **Town of Mead - Bean Plant Deconstruction and Demolition Project**
 CONTRACTOR: **Orion**
 PROJECT NUMBER: **2022-007**
 PURCHASE ORDER NO.:
 DESCRIPTION: **Demolition and Disposal of Existing Silo and Foundation**

1. Reason for change:

Modification/addition of work to plans during construction as requested or needed by owner. Owner Request to demolish and dispose of existing silo and foundation.

2. Description of Change:

This change order includes changes to the contract for work change directives as noted below:

1) **Demolition and Disposal of Existing Silo and Foundation = \$49,879**

3. Change in Contract Cost: \$49,879.00

4. Change in Contract Time: 0 calendar days for substantial completion
96 calendar days for final completion - **New April 30, 2023**

ORIGINAL CONTRACT COST	\$195,584.00
TOTAL APPROVED CHANGE ORDERS	\$5,891.25
TOTAL PENDING CHANGE ORDERS	\$0.00
TOTAL THIS CHANGE ORDER	\$49,879.00
TOTAL % OF ORIGINAL CONTRACT, THIS C.O.	25.50%
TOTAL % OF ORIGINAL CONTRACT, ALL C.O.'S	28.51%
ADJUSTED CONTRACT COST	<u>\$251,354.25</u>
(Assuming all change orders approved)	

ACCEPTED BY: *Shawn K. Dreyer* DATE: 02/28/2023
 Contractor's Representative

REVIEWED BY: *George Latour* DATE: **02/28/2023**
 Construction Manager

APPROVED BY: _____ DATE: _____
 Town Engineer / Public Works Director

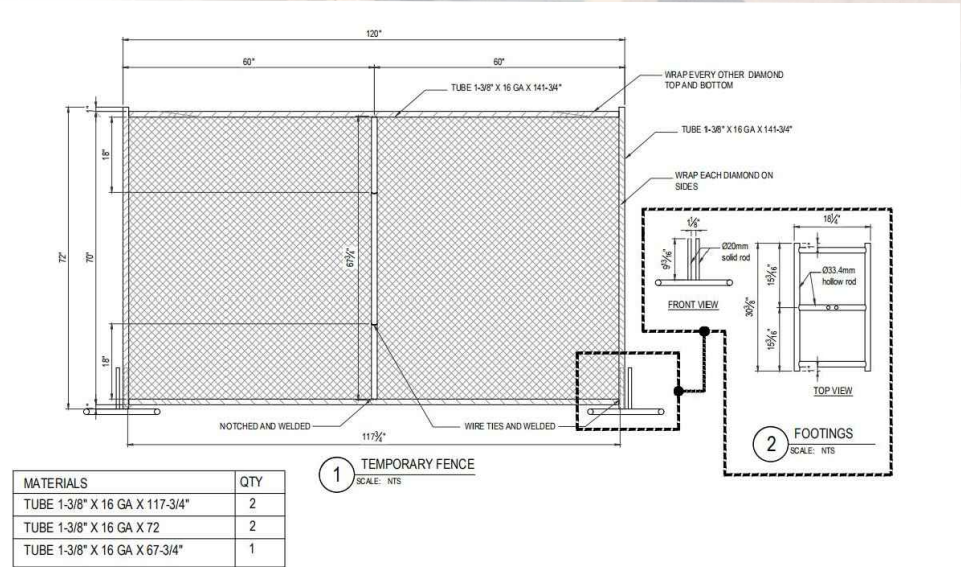
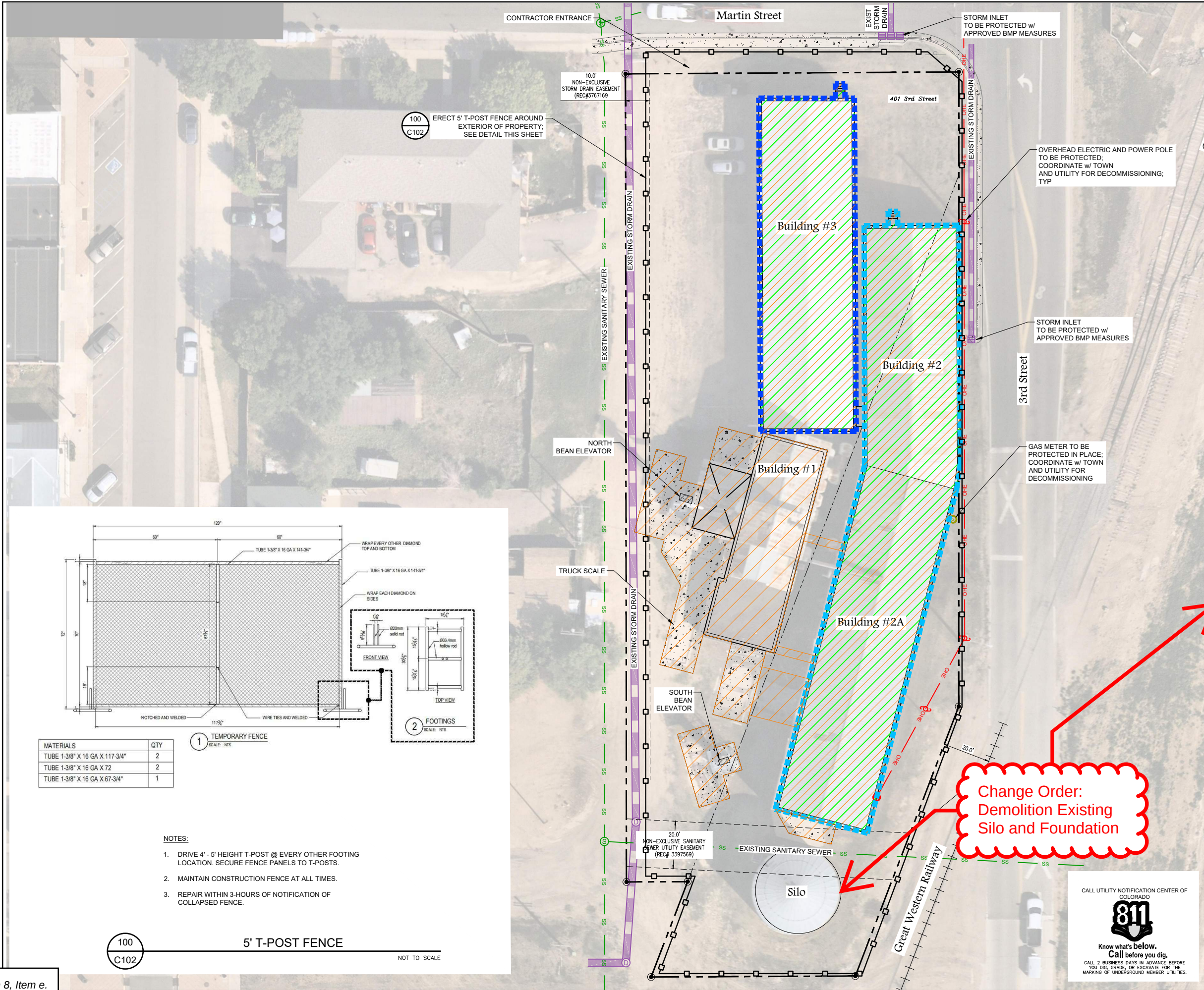
APPROVED BY: _____ DATE: _____
 Town Manager

APPROVED BY: _____ DATE: _____

cc: City Clerk Architect
 Contractor Engineer
 Project File Purchasing

g Name: D:\Projects\Bean Plant\Drawings\Bean Plant Demo.dwg Thursday, June 30, 2022 6:21 AM By: Rhonda Bunner

Section 8, Item e.



- NOTES:
1. DRIVE 4' - 5' HEIGHT T-POST @ EVERY OTHER FOOTING LOCATION. SECURE FENCE PANELS TO T-POSTS.
 2. MAINTAIN CONSTRUCTION FENCE AT ALL TIMES.
 3. REPAIR WITHIN 3-HOURS OF NOTIFICATION OF COLLAPSED FENCE.

100
C102

5' T-POST FENCE

NOT TO SCALE

20' 0 20' 40' 60'

SCALE: 1" = 20'

(True scale for 22x34 sheet size)

LEGEND:

PROPERTY BOUNDARY	---
PROPOSED FENCE	---
EXISTING RAILROAD	---
EXISTING CURB & GUTTER	---
EXISTING OVERHEAD ELECTRIC	OHE
EXISTING STORM DRAIN	---
EXISTING STORM INLET	---
EXISTING STORM MANHOLE	---
EXISTING POWER POLE	---
EXISTING ELECTRIC METER	---
EXISTING GAS METER	---
EXISTING CONCRETE	---

- NOTES:**
1. COORDINATE ABANDONMENT AND CAPPING OF ALL ONSITE UTILITIES WITH TOWN OF MEAD AND UTILITY OWNER; NATURAL GAS, OVERHEAD POWER, WATER SERVICE AND SANITARY SEWER SERVICE.
 2. REMOVE ALL MATERIAL AND EQUIPMENT FROM SUBGRADE CONVEYORS AREA AND COVER WITH 1/4" STEEL PLATE.
 3. ALL MATERIAL NOT LISTED AS SALVAGE AND NOT PART OF SELECTED ALTERNATES BECOMES PROPERTY OF THE CONTRACTOR FOR PROPER DISPOSAL.
 4. SEE DESIGN ENVIRONMENTAL REPORT FOR ASBESTOS ABATEMENT SCOPE.
 5. ALL MATERIAL LISTED AS SALVAGE TO BE SECURELY TRANSPORTED TO PUBLIC WORKS BUILDING; 1341 CO RD34 MEAD, CO 80542
 6. ASBESTOS ABATEMENT REQUIRED CONTRACTOR SHALL USE LICENSED & QUALIFIED ASBESTOS ABATEMENT CONTRACTOR TO PERFORM WORK PRIOR TO BUILDING #1 DEMO. SEE DS ENVIRONMENTAL REPORT.
 7. MATERIALS DIVERSION PLAN REQUIRED, SEE SPECIFICATION.
 8. NOTES REFERENCING "BACKFILL" MEAN "BACKFILL w/ SCREENED D425 /D42".
 9. ALL REFERENCING TO DEMO MEAN "DEMOLISH & REMOVE FROM SITE. MATERIAL TO BE DISPOSED OF PROPERLY. ALL DEMOLISHED MATERIAL BECOMES PROPERTY OF THE CONTRACTOR.
 10. MATERIAL DIVERSION PLAN REQUIRED FOR SELECT MATERIALS. SEE SPECIFICATION SECTION 01 89 00 - WASTE REMOVAL RECYCLING.
 11. DEMOLISH ALL FOUNDATIONS TO 4' BELOW GRADE MINIMUM.

- CONSTRUCTION PHASING NOTES:**
- BASE SCOPE:**
- DEMOLISH AND HAUL TO WASTE / RECYCLE ALL BUILDINGS AND ELEVATORS, CONCRETE PADS / FOUNDATION.
- PROTECT FROM DAMAGE AND SALVAGE THE FOLLOWING ITEMS FROM BUILDING #1 & 2A:
- 10 EACH STRUCTURAL TIMBERS; MINIMUM 12'-FT LENGTH, 8"x8" SECTION
 - 1 EACH STACKED PLANK PANEL, NEATLY CUT FROM INTERIOR WALL; MINIMUM 10'x10' SECTION
 - TOP SECTION OF NORTH BEAN ELEVATOR
 - BEAN CHAIN ASSEMBLY IN BUILDING 2A
 - 10LF - 20LF SEGMENT OF CONVEYOR BELT AS DIRECTED BY ENGINEER
 - ALL STORAGE BINS BETWEEN BUILDING 1 AND BUILDING 2/2A

DEDUCTIVE ALTERNATE 1:

BUILDING #3 TO REMAIN; PROTECT IN PLACE DURING PROJECT

ADD ALTERNATE 2:

SALVAGE AND TRANSPORT ALL STRUCTURAL STEEL MEMBERS FROM BUILDINGS 2, 2A, & 3 TO AREA WITHIN 10 MILES OF PROJECT LOCATION. (EXCLUDES GIRTS, PURLINS, LENTILS)

ADD ALTERNATE 3:

SALVAGE AND TRANSPORT ALL STRUCTURAL STEEL MEMBERS FROM BUILDINGS 2 & 2A ONLY (EXCLUDES GIRTS, PURLINS & LENTILS)

ditesco
Project & Construction Services
2133 S. Timberline Road, Suite 110
Fort Collins, Colorado 80525
Phone: 970.632.5068
www.ditescoservices.com

P.E. Seal

**100%
PLAN SET
PRE IFC**

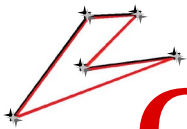
**DECONSTRUCTION AND DEMOLITION PLAN
& ALTERNATIVES**

DESIGNED BY: B. Renz
DRAWN BY: R. Bunner
APPROVED BY: J. Burrell

DATE: July 7, 2022
SCALE: 1" = 20'
FILE NAME: Bean Plant Demo.dwg

**TOWN OF MEAD
BEAN PLANT DECONSTRUCTION & DEMOLITION**

PROJECT NUMBER: XXXX
SHEET NUMBER: 43
SHEET IN: C



ORION

Denver | Grand Junction | Louisiana | San Antonio

Phone: 303-993-2750

Fax: 303-955-1882

www.orionsvcs.com

orion@orionsvcs.com

10301 E. 107th Place | Brighton, CO 80601

Orion Proposal Extra Work Order Revised 1

Project: Bean Plant

Date: 2-23-23

Client: Town Of Mead

Address:

Attn: Matt Jardine

Email: matt.jardine@ditescoservices.com

Phone: 970-218-6765

Notes: This Proposal is based on the attached documents as noted and referenced below. The below values are based on assumptions made in review of these project documents and site conditions. Changes to the assumptions may increase or decrease pricing accordingly. The Scope of Work is based and limited to what is stated in the project documents. Orion will not be liable for errors, omissions, or coordination between the documents on which this Proposal is based on. We have done our best to make the required assumptions needed to cover the appropriate scope to accomplish the goals of the project. However, design changes, unforeseen conditions, and changing site conditions may invalidate these assumptions.

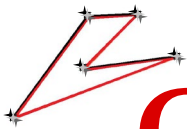
Base Scope of Work:

Bid Item # 1: Complete Demolition of Silo and Foundation

\$ 49,879.00

Included in pricing

- Mobilization of a complete job start up, including heavy equipment
- Construction Fencing around work area
- Silt Fencing around work area
- Demolition permit CDPHE
- Demolition Permit Town of Mead
- Water meter Town of Mead
- Recycled waste steam
- Transportation of waste steam
- Utility Disconnection Excluded
- Excavator
- Demolition of Metal Structure
- Demolition of Concrete Slab (18" max depth)
- Backfill with approved soil
- Compaction of soil
- Demobilization from site
- Bond included



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Orion will furnish the services described above in accordance with this Proposal, for the sum of:

Matt Mena Sr. Estimator / Project Manager

Email: matt@orionsvcs.com

Phone: 303-895-0688

Grand Total: \$TBD

Note this Proposal shall be deemed withdrawn if not accepted within **thirty (30) days**

Orion Qualifications

1. Orion possesses over 100+ years of combined industry experience working in commercial, industrial, medical, educational, and federal facilities throughout the US.
2. Orion was founded in 2002 and has been in continuous operation under the same management since inception.
3. Orion's core business divisions provide environmental, demolition, and professional services.
4. Orion is classified as a minority business in a HUBZone, possessing 100% SBE, DBE, M/WBE certifications.

Proposal Clarifications:

Unless noted above all clarifications below apply to this Proposal indifferent of Project Type/Classification/Scope. The sections designations below are only provided as a convenience for review.

General:

5. Prior to mobilization work activities, the owner will provide an environmental inspection report and/or proper documentation confirming the material scheduled for impact does not contain asbestos or other hazardous and regulated building materials
6. The work will be completed in accordance with applicable Local, State and Federal regulations that are in effect at the date of this Proposal and that directly pertain to the proposed means and methods.
7. BIM coordination is not included in this Proposal
8. The bases for this proposal does not assume any LEED, CHIPS, BREEAM, NGBS, etc. compliance requirements
9. The Scope of Work is based on and limited to what is stated in the project documents. Orion will not be liable for errors, omissions, or coordination between the documents on which this Proposal is based on.
10. Orion will not be liable for inadequacies of materials and equipment specified or supplied by others.
11. This Proposal assumes Orion will be provided an OSHA compliant site and Orion will maintain our immediate work area in an OSHA compliant manner.
12. Payment & Performance Bonds are not included in this Proposal.
13. Weather/storm, winter conditions, excessive heat remediation, weather protection, heating, cooling, snow removal dewatering, etc. have been excluded from this proposal.
14. Pricing is based on one mobilization and regular working hours of 7:00am to 3:30pm, Monday through Friday or 7:00am to 5:30pm Monday through Thursday.
15. Pricing excludes the replacement of removed material.
16. Pricing assumes Orion will be allowed to stage a dumpster and make project deliveries adjacent to the work area.
17. Pricing assumes the owner will adequately meet the project power/water requirements. (Generator or water delivery is not included)
18. In locations scheduled for demolition/removal. Orion will complete an initial "rough" layout of the areas scheduled for work which will then be confirmed by the Owner, GC, and/or Owner representative prior to the completion of the demolition/removal.
19. Wages are based on non-Davis Bacon and non-union rates unless otherwise stated.
20. Work items known and unknown, not explicitly listed in the above scope of work will not be completed per this Proposal.
21. Jobsite/construction fencing is excluded from this Proposal.
22. Sales & use tax - This proposal does not include sales & use tax, as the work Orion performs is considered a service and therefore not subject to sales & use tax. In addition, the supplies & materials Orion utilizes on the project will not stay in place to become part of the project improvements, therefore are also not subject to project sales/use tax.
23. GPR and/or x-ray investigation of locations schedule for impact during the work has been excluded unless noted otherwise.
24. Pricing assumes the owner will make available functioning restroom facilities for staff use.
25. All non-stationary items are to be removed from the work area by Others prior to the start of the work unless others noted. Orion shall not be liable for any damage to items left in the work area.
26. Pricing does not consider liquidated damages as part of the project.
27. Downtime/schedule delays due to others has not been factored into this Proposal
28. Recycling/salvage – At the time, the site/work area is turned over to Orion it is assumed the Owner has collected/salvaged all items of concern. Orion will have full recycle/salve rights to the remaining items left within with work area as part of the project scope. Any value received for these items will remain with Orion.
29. Schedule: Unless stated above, no schedule or logistical plan was provided in the preparation of this Proposal. Therefore, assumptions have been



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made as to work scheduling, phasing and logistics that may affect the delivery of the work proposed and may have effects on the cost of this Proposal. In addition, unless noted above, weather events have not been factored into any schedule proposals presented.

Structural/General Demolition:

- 30. Shoring or bracing of any kind is not included in this pricing.
- 31. MEP demolition and removal are excluded from this Proposal, also excluding deenergizing and drain downs.
- 32. Core drilling, saw cutting, etc. for MEP penetrations, access, etc. is specifically excluded from this proposal unless explicitly indicated on the attached documents or called out in the above proposal. Some plan sets call for MEP coordination for penetrations/cutting locations which cannot be inferred until site coordination has been completed by other trades. Orion cannot assume where these penetrations would be located without this coordination.
- 33. For removal of wall, ceiling, flooring systems, unless noted otherwise it is assumed the removal is single layer surfaces/systems.
- 34. Drywall demolition/removal is assumed to be single layer common gypsum wall board on wood or metal framing
- 35. Where flooring is scheduled for removal, this Proposal only includes the floor finish removal and a rough scrape of the flooring adhesive/mastic. **NO** grinding, floor filler, topping slab/coat removal has been included.
- 36. Seeding/post demolition soil stabilization is not included.
- 37. The removal of unidentified utilities or building systems is excluded
- 38. The removal of deep foundation systems, piers, stem walls, basement/tunnel systems, etc. is excluded

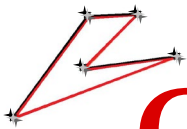
Environmental:

- 39. In Colorado, due to new regulations, Orion must be provided by the Owner or Contractor and have on-site, a CDPHE APPROVED asbestos inspection including any amendments that may be done after the project starts. If not approved by CDPHE or the inspection report is not provided, per regulation, Orion will be forced to shut the project down until the Owner/Contractor provides the required documentation to bring the project into regulatory compliance.
- 40. In Colorado, if the Project Designer is hired by the Owner Orion must have a copy of the Project Design on-site on day 1 and immediate access to any amendments during the project. If the Project Design is not approved by CDPHE or if it is not provided, per regulations, Orion will shut the project down until the project is in compliance.
- 41. Pricing does not include final air clearance testing for abatement projects.
- 42. Pricing excludes the removal and disposal of any other hazardous or regulated building materials not explicitly mentioned above.
- 43. Pricing assumes the owner/owner's representative will make available exhaust locations for negative air equipment as required.
- 44. Due to the abatement removal process, moderate tape damage may occur to walls, floors or ceilings, Orion will not be responsible for this type of damage. Orion will employ reasonable efforts to minimize damage to surfaces and work areas, and the Owner/Client agrees Orion shall not be liable for any damage from the construction of containments required to perform the scope of Work.
- 45. The Owner will remain the generator of any waste generated from the work of this Proposal. Orion is not the generator of waste and the Owner hereby gives Orion the authority to sign waste documents on the Owner's behalf.
- 46. All HVAC systems within containment areas must be shut down and locked out by Others unless specified.
- 47. In the cases of floor adhesive mastic removal with solvents, Orion will clean the substrate with Simple Green to eliminate residual solvent post-abatement. Prior to the reinstallation of flooring, adequate drying time must be allowed to ensure proper adhesion of the flooring material. If Orion is not notified of, any issues with the substrate prior to flooring installation Orion will not be responsible for any installation problems.

Civil/Sitework:

- 48. Soil and compaction testing is excluded
- 49. Private locates have been assumed by others
- 50. Work in street and/or right-of-way is excluded
- 51. Fine grading (within 1/10th) has not been included unless specified above
- 52. Unforeseen objects, abandoned structures, below grade foundations/piers have not been factored into this Proposal
- 53. Traffic control and barricades are assumed by others
- 54. Erosion control/stormwater is assumed by others
- 55. Repairs to damages of hard surfacing and landscaping scheduled to remain has not been included in this Proposal
- 56. If excavation/grading spoils are scheduled to stay on-site, stockpiling of spoils more than 100yds from location has not been included in this Proposal.
- 57. Permitting is excluded unless noted otherwise in the above Proposal.
- 58. Management and soil amendment of unsuitable on-site soils has not been included.
- 59. Water management and/or dewatering in all aspects has not been included in this Proposal.
- 60. The installation of a vapor barrier has not been included
- 61. Management and/or removal of site spoils created, generated, etc. by others is exclude from this proposal.
- 62. Utility disconnects, cut/cap, etc. is excluded from this Proposal.
- 63. Import/export to the site has been excluded from this proposal, unless noted above.

Payment Terms: Payment will be Net 30 days, past due charges draw interest of 2% per month and 24% per year. This Proposal serves as notice to the intent to lien of said property in the event of non-payment, and any and all Attorney Fees and Court costs required for collection. When Orion has satisfactorily completed its Work per this Proposal; for work not related to building-wide systems and not related to finishes, Orion will request payment



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for 100% of the Proposal amount. As a condition to release 100% payment, Orion shall submit Project close-out documents.

Confidentiality Disclosure: This Proposal includes data that shall not be disclosed and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this Proposal. If, however, a contract is awarded to Orion as a result of or in connection with the submission of this data, the Owner shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Owner's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in all pages.

Acceptance of Proposal: All work will be completed in a workmanlike manner according to industry standards. Any modification to the above specifications may involve extra costs and will be executed only upon written modification of this Proposal or if a Contact is in place upon a written Contract Modification. The cost or credit to the Owner from a Modification in the work shall be determined by mutual agreement. As part of the Modification, the Contract date of commencement and/or completion will be adjusted accordingly. The above-detailed scope of work was based solely on information provided by others and was not intended to identify existing and/or additional hazardous or contaminated materials unless otherwise explicitly noted. Orion Environmental Inc. (OEI) was not contracted to investigate, inspect, interpret, identify, or delineate any additional areas or materials as a part of this Proposal. OEI is therefore not liable for other materials and/or areas not identified in this Proposal. The Owner is required to carry fire, tornado, and other necessary insurance. Project acceptance and authorization to proceed must be in writing and may require additional contract documents. Project permitting requests or acquisition shall not infer or constitute project/work acceptance or authorization to proceed. This service, if offered or requested is provided as an additional service. The cost of securing permits as required to complete the scope of work documented in this Proposal is included in the proposed cost. Services offered but not chosen to be completed by the Owner, may affect project outcome. OEI will not be responsible for the final project when specific activities are recommended but are not selected to be performed by the Owner.

This Proposal shall not be construed as a contract for services. It is a concurrence between parties regarding a scope of work and a fee for the performance of scope of work described herein as well as general terms. Once scope, price and general terms of this Proposal are accepted, please affirm by signing below and return to Orion. If any part of this proposal is objected to, do not sign, rather, "redline" any objections and return redline version to the Orion representative stated above for concurrence or further negotiation. Regardless of the number of negotiated proposals, the signed proposal will supersede any previous versions. Upon acceptance of this proposal, a contract for services will be issued either from Orion to client or client to Orion and this proposal will become a condition of the resulting contract by reference.

Owner/Owner Representative Signature: _____

By signing this Proposal, you agree to the terms that are stipulated in this Proposal and the Orion Terms & Conditions

Printed Name: _____

Title: _____

Date of Acceptance: _____



**TOWN OF MEAD, COLORADO
CONSTRUCTION AGREEMENT
Bean Plant Deconstruction and Demolition, Project No. 2022-007 ("Project")**

This CONSTRUCTION AGREEMENT ("Agreement") is made and entered into by and between the TOWN OF MEAD, COLORADO, a municipal corporation of the State of Colorado, with offices at 441 Third Street, Mead, Colorado 80542 (the "**Town**" or "**Owner**"), and ORION ENVIRONMENTAL, INC., a Colorado corporation whose address is 10301 E. 107th Place, Brighton, CO 80601 (the "**Contractor**").

RECITALS

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

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

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

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

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

THE PARTIES AGREE AS FOLLOWS:

1.00 SCOPE OF WORK: The Contractor will furnish all tools, equipment, machinery, materials, supplies, superintendence, insurance, transportation, other construction accessories, and services specified or required to be incorporated in and form a permanent part of the construction and completion of the work proposed to be done under this Agreement, which includes the work for the base bid and Alternate 2 described in the Invitation to Bid for the Project ("Work" or "Scope of Work"). In addition, the Contractor shall provide and perform all necessary labor in a first-class and workmanlike manner and in accordance with the conditions and prices stated in the Bid Proposal and the requirements, stipulations, provisions, and conditions of the Contract Documents. The Contractor shall further perform, execute, construct, and complete all things mentioned to be done by the Contractor and all work covered by the Owner's official award of this contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's bid, or part thereof.

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

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

Mead Construction Agreement (Orion Environmental, Inc.)
Project No. 2022-007

Page 1 of 16
Form Eff. 07-19-2022

8. Bid Bond (Minimum 5% equivalent of the Bid Proposal price or as otherwise set forth in the Bid Bond form provided as part of the Bid Pack)
9. General Conditions
10. The following documents if the box is checked:
- ☒ Special Provisions
 - ☒ Design Documents, including all Drawings and Plans
 - ☒ Specifications
 - ☒ Addendums to Specifications and Standards
 - ☒ The following manual of construction design standards and specifications: Town of Mead Design Standards and Construction Specifications
 - ☒ Change Orders, Field Orders or other similar revisions properly authorized after the execution of this Agreement
 - ☐ Others: _____

3.00 TIME AND COMMENCEMENT OF COMPLETION: This Agreement shall commence as of the date the Agreement is fully executed by both parties and shall continue through **January 24, 2023** or until the Scope of Work is completed. The Contractor shall commence the Work within the timeframe or by the date stated in the Notice to Proceed or, if no Notice to Proceed is issued, within sixty (60) days of the date of this Agreement. Contractor shall complete the Work within the time stated in the Notice to Proceed or, if no Notice to Proceed is issued, within one hundred sixty (160) days of the date of this Agreement.

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

☒ If this box is checked, in lieu of requiring any such proof and backup for such expenses, Contractor agrees that liquidated damages (not penalties) may be assessed by the Owner in the sum of **\$1,000.00 per day** for each day after the contract time frame expires.

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

5.00 CONTRACT SUM AND PAYMENT: The Owner shall pay to the Contractor for performance of the Work encompassed by this Agreement, and the Contractor will accept as full compensation therefore an amount not to exceed **One Hundred Ninety-Five Thousand Five Hundred Eighty-Four Dollars and No Cents (\$195,584.00)** subject to adjustment as provided by the Contract Documents ("Contract Price"). The Town has appropriated sufficient funds for completion of this Work.

- a. Monthly, partial, progress payments shall be made by the Town to the Contractor for the percentage of the Work completed, subject to inspection by Town staff to verify percentage of completion. The Town alone shall determine when work has been completed and progress payments shall not constitute a waiver of the right of the Town to require the fulfillment of all terms of this Agreement and the delivery of all improvements embraced in this Agreement in a complete and satisfactory manner to the Town in all details. The Town, before making any payment, may require the Contractor to furnish releases or receipts from any or all persons performing work under this Agreement and/or supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect the Town's interest. The Town, however, may in its discretion make payment in part or full to the Contractor without requiring the

furnishing of such releases or receipts.

- b. By the 5th day of each month, Contractor shall submit to the Town for review and approval, an application for payment fully completed and signed by Contractor covering the work completed through the last day of the prior month and accompanied by such supporting documentation as is required by these Contract Documents, including without limitation, time sheets, invoices, receipts, bills of lading, and all other documents the Town may require. Materials on hand but not complete in place may or may not be included for payment at the discretion of the Town. Each subsequent application for payment shall include an affidavit of Contractor providing that all previous progress payments received on account of the work have been applied to discharge in full all of Contractor's obligations reflected in prior applications for payment. Notwithstanding the progress payments, it is the intent and purpose of the Town to withhold at least five percent (5%) of payments to Contractor for any contract exceeding One Hundred Fifty Thousand Dollars (\$150,000.00) in accordance with Article 91, Title 24, C.R.S.

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

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

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

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

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

Agreement, the Contractor must continuously maintain the insurance coverage required in this section, with the minimum insurance coverage listed below:

- a. Worker's Compensation in accordance with the Worker's Compensation Act of the State of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract.
- b. Comprehensive General liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000) per each occurrence, AND TWO MILLION DOLLARS (\$2,000,000) aggregate, plus an additional amount sufficient to pay related attorneys' fees and defense costs. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.
- c. Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) per each occurrence, plus an additional amount sufficient to pay related attorneys' fees and defense costs, with respect to each of the Contractor's owned, hired or non owned vehicles assigned to or used in performance of this contract.
- d. Builder's Risk insurance with minimum limits of not less than the insurable value of the work to be performed under this contract at completion less the value of the materials and equipment insured under installation floater insurance. The policy shall be written in completed value form and shall protect the Contractor and the Town against risks of damage to buildings, structures, and materials and equipment not otherwise covered under Installation Floater insurance, from the perils of fire and lightning, the perils included in the standard coverage endorsement, and the perils of vandalism and malicious mischief. Equipment such as pumps, engine-generators, compressors, motors, switch-gear, transformers, panel-boards, control equipment, and other similar equipment shall be insured under Installation Floater insurance when the aggregate value of the equipment exceeds \$10,000. The policy shall provide for losses to be payable to the Contractor and the Town as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the Contractor or the Town.
- e. ☐ If this box is checked, Professional Liability/Errors and Omission in an amount not less than _____ MILLION DOLLARS (\$____,000,000).

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

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

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

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

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

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

14.00 EVENTS OF AND TERMINATION FOR DEFAULT:

- (1) The Town may serve written notice upon the Contractor of its intention to terminate this Agreement in the presence of one of the following events of default:
 - a. Contractor fails to initiate the Scope of Work at the agreed upon time;
 - b. The Contractor unnecessarily or unreasonably delays the performance of the Scope of Work;
 - c. The Contractor does not complete the Scope of Work within the time specified or within the time to which completion of the Scope of Work has been extended;
 - d. Contractor fails to make prompt payments for labor, materials or to subcontractors;
 - e. Contractor willfully violates this Agreement or disregards laws, ordinances or instructions of the Town;

- f. Contractor abandons performance of the Scope of Work;
 - g. The Contractor assigns, transfers or sublets this Agreement or any part thereof without Town approval;
 - h. Contractor becomes insolvent or adjudged bankrupt; or
 - i. Contractor refuses to remove materials or perform any work within the Scope of Work that has been rejected as defective or unsuitable.
- (2) Such written notice shall contain the reasons for the intention to terminate this Agreement and provide a five (5) business day period during which the Contractor may cure the event of default. A failure to timely cure the event of default shall authorize the Town to immediately terminate this Agreement and take whatever steps it deems necessary to complete the Scope of Work, if so desired by the Town in its sole discretion. The costs and charges incurred by the Town, together with the costs of completion of the Scope of Work shall be deducted from any monies owed to Contractor. If the expense incurred by the Town is greater than the sums payable under this Agreement, the Contractor shall pay the Town, within sixty (60) days of demand therefor the amount of such excess cost suffered by the Town.

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

The Town will not include the Contractor as an insured under any policy the Town has for itself. The Town shall not be obligated to secure nor provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor's employees, sub-consultants, subcontractors, agents, or representatives, including but not limited to coverage or benefits related to: local, state, or federal income or other tax contributions, FICA, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension or retirement account contributions, profit sharing, professional liability insurance, or errors and omissions insurance. The following disclosure is provided in accordance with Colorado law:

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

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

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

equitable remedies, or the period in which such remedies may be asserted.

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

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

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

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

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

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

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

SIGNATURE PAGE FOLLOWS

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

TOWN OF MEAD:

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

ATTEST:

By: Mary Struth
Mary Struth, Town Clerk, MMC



By: Colleen G. Whitlow
Colleen G. Whitlow, Mayor

OR

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

By: _____
Helen Migchelbrink, Town Manager

Date of Execution: _____

CONTRACTOR:

By: Shawn R. Lopez

Printed Name: Shawn R. Lopez

Title: President

Date of Execution: 9/26/2022

STATE OF _____)
COUNTY OF _____) ss.

The foregoing Construction Agreement was acknowledged before me this 26 day of September, 2022,
by Shawn Lopez (printed name) as
President (title) of Orion Environmental, Inc., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 12/23/2024

Noemi Soria
Notary Public

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

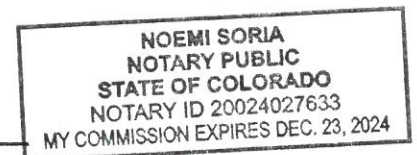


EXHIBIT A
CONTRACTOR'S FORM OF BID

[See attached document]

SECTION 00310
BID FORM

Project: Town of Mead – Bean Plant Deconstruction and Demolition

Address: Town of Mead

Attn: Erika Rasmussen, Town Engineer
441 Third Street
Mead, CO 80542

- 1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices within this Bid and in accordance with the other terms and conditions of the Bidding Documents.
- 1.02 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 1.03 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Bidders Signature</u>	<u>Date Acknowledged</u>
1	Michael Dyer	8-16-22

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on

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(1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

- E. Based on the information and observations referred to in Paragraph D above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
 - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

1.04 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

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3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

1.05 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Base Bid Proposal

The work will include all necessary labor, supervision, equipment, tools, and materials to complete the work in accordance with the Project Construction Documents and the current Town of Mead Design Standards and Specifications.

Base Bid Proposal

Item No.	Description	Unit	Qty	Price
1	Base Bid Scope	LS	1	\$ 158,534.00

Total Base Bid Price (in words)

One Hundred and fifty-eight thousand, five hundred thirty-four _____ Dollars, and
 _____ Cents.

Bid Alternates Proposal

Item No.	Description	Unit	Qty	Price
A1	Alternate 1 (Deductive)	LS	1	\$ - 6973.00

Bid Alternate 1 Price (in words)

(deduct) - Six-thousand, nine hundred and seventy-three _____ Dollars, and
 _____ Cents.

Clarification on Alternates: Building #3 contains material for backfill, and the intention is to use that if B #3 is demolished. If B #3 is kept intact, that material must be imported, creating additional cost, which is accounted for. Also, with each alternate, there is cost for the loss of income from recycling of the scrap metal which is accounted for in each alternate.

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Item No.	Description	Unit	Qty	Price
A2	Alternate 2 (Additive)	LS	1	\$ 37,050.00

Bid Alternate 2 Price (in words)

____Thirty-seven thousand, and fifty____Dollars, and
 _____Cents.

Item No.	Description	Unit	Qty	Price
A3	Alternate 3 (Additive)	LS	1	\$ 29,684.00

Bid Alternate 3 Price (in words)

____Twenty-nine thousand six hundred and eighty-four____Dollars, and
 _____Cents.

BIDDER acknowledges that the Owner has the right to delete items in the Bid or change quantities at his sole discretion without affecting the Agreement or prices of any item so long as the deletion or change does not exceed twenty-five percent (25%) of the total Contract Amount.

The undersigned Bidder agrees to furnish any and all required Bonds in the form required by the Town and to enter into a contract within the time specified in the Instructions to Bidders and further agrees to complete all Work covered by the Bid, in accordance with specified requirements, within the time specified in the Agreement. Bidder accepts the provisions of the Agreement as to liquidated damages.

In submitting this Bid it is understood that the right is reserved by Owner to reject any and all bids, and it is understood that this Bid may not be withdrawn during a period of 45 days after the scheduled time for the receipt of bids.

1.06 Construction Schedule

- A. Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

1.07 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Project References; Résumé of General Manager & Superintendent
- C. List of Proposed Suppliers

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- D. List of Proposed Subcontractors
 - E. Evidence of authority to do business in the state Colorado; or a written covenant to obtain such license within the time for acceptance of Bids;
- 1.08 The Engineer may require the apparent low responsive bid and second low responsive bid General Contractors to submit the following Statement of Qualifications after the bid opening:
- A. General Information
 - 1. Please provide official firm name, license, contact person for bidding, title, phone number, e-mail address, and mailing address. Provide a list of current projects under construction in detail, including Owner's name and contact information, Engineer's name and contact information, contract price, percent complete, and brief description of work.
 - B. Project Experience
 - 1. Provide brief summaries of a minimum of three (3) comparable projects in which your firm served as General Contractor in last five (5) years. Include the following information with each project summary:
 - a. Owner and Engineer contact information
 - b. References and contact information
 - c. Project contract price and final construction cost
 - d. Construction dates
 - C. Experience of key personnel to be assigned to this project.
 - 1. For each key person identified, list at least two comparable projects in which they have played a primary role. For other projects provide:
 - a. Description of project
 - b. Role of the person
 - c. Project's original contracted construction cost and final construction cost
 - d. Construction dates
 - e. Project Owner
 - f. Reference information (two names with telephone numbers for each project)
 - D. References
 - 1. Provide name, address, and phone number of the General Contractor's banking reference
 - 2. Provide name, address, and phone number of the General Contractor's insurance agent(s)

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SIGNATURE OF BIDDER:

Date: 8-17-22

If an Individual: _____

Doing business as: _____

If a Partnership: _____

By: _____, partner

If a Corporation: Orion Environmental, Inc. (a Colorado S Corporation)

By: Shawn R. Lopez Shawn R. Lopez

(SEAL & TITLE President ATTEST)



ADDRESS: 10301 E. 107th
Brighton, CO 80601

TELEPHONE: 303-993-2750

EMAIL: mdyer@orionsvcs.com

END OF SECTION

Town of Mead
Bean Plant Deconstruction and Demolition

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Agenda Item Summary

MEETING DATE: March 13, 2023

SUBJECT: **Resolution No. 20-R-2023** – A Resolution of the Town of Mead, Colorado, Authorizing the Mayor and Town Clerk to Sign the Annual Highway User Tax Fund Mileage Certification Report

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

SUMMARY

The Highway User Tax Fund (HUTF) has been an integral component of state and local transportation financing since its creation in 1953. Major sources of revenue for the fund are motor fuel taxes, vehicle registration fees, driver's license fees, oversize load permits, and traffic penalty assessments. The largest contributor is the motor fuels tax. HUTF redistributes fuel taxes and other fees to state and local governments to assist with funding transportation maintenance and improvements.

Each municipality receives a share of the municipal portion of the HUTF based on a formula that takes into account the number of vehicles registered and the center line miles of streets in each municipality relative to the same data in other municipalities. Generally, 80 percent of the distribution is based on the number of vehicles registered, and 20 percent on the centerline miles of street in a community. Each year the Town reports changes in mileage to the State of Colorado.

The Town increased its mileage by approximately .226 miles in 2022, primarily due to new construction in the Lakeside Canyon and Highlands developments, and the annexation of CR 36 adjacent to the Home Depot distribution center. This Resolution authorizes the Mayor and Town Clerk to sign the Annual Mileage Certification Report on behalf of the Town of Mead.

FINANCIAL CONSIDERATIONS

In 2022, the Town received \$239,988 in HUTF funding, and the anticipated funding amount from HUTF to Mead in 2023 is projected to be \$235,190.

STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the March 13, 2023 consent agenda will approve this Resolution. If the item is pulled off of the consent agenda for additional discussion, Town Staff recommends the following motion:

Suggested Motion:

“I Move to Adopt Resolution No. 20-R-2023 – A Resolution of the Town of Mead, Colorado, Authorizing the Mayor and Town Clerk to Sign the Annual Highway User Tax Fund Mileage Certification Report.”

ATTACHMENTS

Resolution No. 20-R-2023
HUTF Signature Sheet

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 20-R-2023**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO,
AUTHORIZING THE MAYOR AND TOWN CLERK TO SIGN THE
ANNUAL HIGHWAY USER TAX FUND MILEAGE CERTIFICATION
REPORT**

WHEREAS, the Town of Mead is required to annually report the road-lane miles within Town limits to the State of Colorado Department of Transportation (the “Annual Mileage Certification Report”); and

WHEREAS, the State uses the information contained within the Annual Mileage Certification Report to determine, in part, how much money the Town will receive in 2023 from the Highway Users Tax Fund (“HUTF”); and

WHEREAS, the HUTF is a combination of State revenues from the motor fuel excise tax, annual vehicle license and registration fees, passenger-mile taxes, and other miscellaneous revenues; and

WHEREAS, the Board of Trustees desires to delegate authority to the Mayor and Town Clerk to execute the Annual Mileage Certification Report; and

WHEREAS, the Board of Trustees further desires to designate the Town Manager (or her designee) as the individual that the Colorado Department of Transportation (“CDOT”) may contact with questions regarding the Annual Mileage Certification Report,

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 authorizes the Mayor and Town Clerk to sign the Annual Mileage Certification Report on behalf of the Town of Mead. The Board of Trustees further authorizes Town staff to complete the Annual Mileage Certification Report to designate the Town Manager (or designee) as the individual that CDOT may contact with questions regarding the Report.

Section 2. Effective Date. This Resolution shall be 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 13th DAY OF MARCH 2023.

ATTEST:

TOWN OF MEAD

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

By: _____
Colleen G. Whitlow, Mayor



Mead Signature Sheet

FIPS Code : 49600

25.220 miles of arterial streets

36.795 miles of local streets

62.015 total miles of H.U.T. eligible streets

0.380 miles of non H.U.T. eligible streets - Maintained by others

2.832 miles of non H.U.T. eligible streets - Not maintained

This mileage is the certified total as of December 31, 2022

I declare under penalty of perjury in the second degree, and any other applicable state or federal laws, that the statements made on this document are true and complete to the best of my knowledge.

Mayor Date

City Clerk Date

We are required to inform you that a penalty of perjury statement is required pursuant to section 18-8-503 C.R.S. 2005, concerning the removal of requirements that certain forms be notarized.

The Colorado Department of Transportation can contact the following person with questions regarding this report:

Name Phone

Submit this signed copy with your annual mileage change report to the Colorado Department of Transportation.



Agenda Item Summary

MEETING DATE: March 13, 2023

SUBJECT: **Resolution No. 21-R-2023** – A Resolution of the Town of Mead, Colorado, Adopting a Remote Participation and Remote Meeting Policy

PRESENTED BY: Marcus McAskin, Town Attorney, Michow Cox & McAskin LLP

SUMMARY

Due to the COVID-19 pandemic and the related public health orders, the Board of Trustees adopted the Town of Mead Emergency Electronic Participation Policy for Regular and Special Meetings (the “Emergency Meeting Policy”) by Resolution No. 44-R-2020 approved on March 30, 2020. This Emergency Meeting Policy has allowed the Board of Trustees and Town Commissions to conduct public business and hold public meetings remotely through electronic means.

Allowing remote access has allowed broader public participation and flexibility to Board members, applicants and members of the public. The attached Remote Participation and Remote Meeting Policy (“Meeting Policy”) sets forth guidelines to permit the Board to continue to utilize remote participation and authorizes remote meetings (if and to the extent the same are necessary in the future). The Meeting Policy was reviewed by the Board at a work session held on February 27, 2023. If adopted by the Board, the Meeting Policy will supersede and replace the Emergency Meeting Policy in its entirety.

FINANCIAL CONSIDERATIONS

None.

STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the March 13, 2023 consent agenda will approve this Resolution. If the item is pulled off of the consent agenda for additional discussion, Town Staff recommends the following motion:

Suggested Motion:

“I move to adopt Resolution No. 21-R-2023 – A Resolution of the Town of Mead, Colorado, Adopting a Remote Participation and Remote Meeting Policy.”

ATTACHMENTS

Resolution No. 21-R-2023
Remote Participation and Remote Meeting Policy

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 21-R-2023**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, ADOPTING A
REMOTE PARTICIPATION AND REMOTE MEETING POLICY**

WHEREAS, the Town Board of Trustees is authorized to adopt procedures and guidelines to govern the conduct of the Town Board and Town business; and

WHEREAS, due to the COVID-19 pandemic and the public health orders ensuing therefrom, the Town Board of Trustees adopted the Town of Mead’s Emergency Electronic Participation Policy for Regular and Special Meetings (the “Emergency Meeting Policy”) by Resolution No. 44-R-2020 approved on March 30, 2020 (the “Prior Resolution”); and

WHEREAS, the Emergency Meeting Policy has allowed the Board of Trustees and Town Commissions to conduct public business and hold public meetings remotely through electronic means; and

WHEREAS, the Board of Trustees finds that remote/electronic meetings have generated broader public participation and attendance than only in-person meetings and that remote meetings or remote participation in certain circumstances should be allowed to be continued; and

WHEREAS, the Board of Trustees desires to adopt the attached Remote Participation and Remote Meeting Policy (the “Remote Meeting Policy”) in the form attached to this Resolution as **Exhibit 1** to continue to allow remote participation and remote meetings in certain circumstances as more specifically set forth in the Remote Meeting Policy; and

WHEREAS, Board further desires to terminate the Emergency Meeting Policy effective immediately upon the effective date of this Resolution.

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 adopts the Remote Meeting Policy in the form attached to this Resolution as **Exhibit 1**. The Emergency Meeting Policy (as defined above) shall be terminated upon the effective date of this Resolution.

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

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 13th DAY OF MARCH 2023.

ATTEST:

TOWN OF MEAD

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

By: _____
Colleen G. Whitlow, Mayor

Exhibit 1

Remote Participation and Remote Meeting Policy
(attached)

REMOTE PARTICIPATION AND REMOTE MEETING POLICY

I. Purpose.

The purpose of this Policy is to specify the circumstances under which members of the Town Board of Trustees (“Board”) and the members of the various advisory boards, commissions and committees of the Town of Mead (individually, a “Town Commission” and collectively, “Town Commissions”) may participate in regular or special meetings by telephone or other electronic means of participation, such as video-conferencing (“Remote Participation”), as well as situations where the meeting itself is held without the physical presence of any members of the Board or Town Commission, Town staff, or the public at a designated meeting location (a “Remote Meeting”). This Policy replaces and supersedes the Town of Mead’s Emergency Electronic Participation Policy for Regular and Special Meetings adopted by Resolution No. 44-R-2020 on March 30, 2020. This Policy also specifies the circumstances under which Town staff and members of the public may participate via Remote Participation.

II. Procedure.

A. Remote Participation and Remote Meetings - Authorization. Remote Participation and Remote Meetings are authorized if all of the following conditions are met:

1. The Board or Town Commission members can hear one another and can hear or read all discussion, written documents, and testimony in a manner designed to provide maximum participation.
2. Members of the public have a reasonable opportunity to participate and observe the meeting proceedings to the extent practicable given the inherent limitations associated with Remote Participation.
3. Town staff present at the meeting may hear or read all discussion, written documents, and testimony in a manner designed to provide maximum participation.
4. All votes on all agenda items are taken by roll call vote.
5. Minutes of the meeting are taken in the same manner as other meetings.

B. Remote Meetings. Remote Meetings may be conducted where the Mayor or Town Manager determines that meeting in person is not practical or prudent, because of a declared emergency or disaster, public health order, or when a physical meeting is otherwise not possible or practicable. Details regarding Remote Meetings shall be coordinated among the participating members of the Board or Town Commission and Town Staff. The Town Clerk (or designee) shall make arrangements, to the extent possible, to ensure full and timely notice to the public. Notice of any Remote Meeting shall set forth the time of the meeting, the fact it will be conducted as a Remote Meeting, as well as access information for the public.

C. Remote Participation. Remote Participation shall be allowed at all regular and special meetings, subject to the following:

1. The Board or Town Commission member shall make best efforts to provide at least 24 hours advance notice to the Town Manager or Town Clerk to determine if such Remote Participation is feasible.
2. If a member of the Board or Town Commission is participating remotely and is disconnected, the Town Clerk or recording secretary shall make one attempt to reinitiate the remote connection.
3. Members of the Board or Town Commissions participating remotely shall conduct themselves professionally, devoting their attention to the business at hand without substantial interruptions, distractions, or nuisance behavior.
4. Video conferencing shall be the preferred method for Remote Participation, with camera turned on, especially during Board or Town Commission comments and votes.
5. Remote Participation and voting on quasi-judicial matters pending before the Board or any Town Commission shall be subject to the provisions of Section III of this Policy.
6. Remote Participation by the public may be allowed at all meetings of the Board and Town Commissions, subject to available technology and staffing by the Town. The Town Clerk has the authority to adopt best practices to ensure orderly participation by the public, including ensuring that only one (1) member of the public may speak at one time and that any inappropriate or profane public comment may be shut down in order to eliminate or substantially reduce any distractions or nuisance behavior.
7. Remote Participation is allowed for Board executive sessions. Any member of the Board participating in an executive session via Remote Participation shall take all steps necessary to ensure that the privacy and confidentiality of the executive session are maintained at the highest level.

D. Adjournment. The Mayor or presiding chair may adjourn a Remote Meeting if conditions result in substantial interference in the meeting process; e.g., where the telephone or electronic connection is repeatedly lost, the quality of the connection is unduly noisy, or a participating Board or Commission member is unable to hear other speakers using a normal speaking voice amplified to a level suitable for the meeting audience in attendance.

E. Discontinuation of Remote Participation. The Mayor or presiding chair may discontinue the use of Remote Participation by one or more Board members, Town Commission members, or members of the public where the Remote Participation results in delays or interference in the meeting process; e.g., where the telephone, electronic, or other connection is

repeatedly lost, the quality of the connection is unduly noisy or otherwise problematic to the conduct of the meeting, or the listening member is unable to hear speakers using a normal speaking voice amplified to a level suitable for the meeting audience in attendance. The meeting may proceed after the use of Remote Participation has been discontinued only if there is a quorum of the Board or a Town Commission physically present at the meeting location.

F. Quorum. Remote Participation by a Board member or a Town Commission member shall constitute actual attendance for purposes of establishing a quorum and conducting business if the procedures in this Policy are followed.

III. Applicability; Quasi-judicial hearings.

This Policy applies to regular and special meetings and work sessions of the Board, and to all meetings of other Town Commissions, including Remote Meetings, provided that the conduct of remote quasi-judicial hearings, including Remote Participation by a Board or a Town Commission member, shall be allowed only if all of the following conditions are met:

A. Town staff shall advise the applicant(s) seeking approval or conditional approval of a quasi-judicial matter of Remote Participation by a Board or a Town Commission member or a Remote Meeting, whichever is applicable, and present the applicant(s) with the applicable options for proceeding.

B. For Remote Meetings, the applicant(s) shall authorize the Town, in writing, to proceed with one of the following options:

1. Conduct the public hearing under this Policy with accommodations made for Remote Participation on the condition that the applicant(s) execute a written waiver of any legal challenge to the hearing being conducted at a Remote Meeting; or
2. Suspend the conduct or scheduling of the applicant's public hearing until such time as the Board or a Town Commission conducts a regular or special meeting at which a quorum will be physically present at the meeting location.

C. For Remote Participation by individual Board or a Town Commission member(s) in an in-person hearing, applicant(s) may consent to Remote Participation and waive any legal challenge to the hearing being conducted by Remote Participation. If the applicant does not provide such consent and waiver in writing, the Board or a Town Commission member(s) attending through Remote Participation shall not vote in the matter but may listen and participate in discussion. If a quorum of the Board or Town Commission is not physically present at the meeting location, and the applicant has not provided the consent and waiver in writing, the hearing shall be continued to a date, time and place certain.

IV. Reasonable Accommodation.

The Town shall provide reasonable accommodations and shall waive or modify provisions of this Policy as necessary to provide disabled individuals or individuals who qualify for

accommodations under federal or state laws full and equal access to Board and Town Commission meetings.

V. Abuse of Policy.

Remote Participation is intended to be an infrequent or occasional substitution for physical attendance. The Board or Town Commission may, by majority vote of a quorum present, declare a Board or Town Commission member's use of this Policy excessive and deny the Board or Town Commission member's Remote Participation privileges for a specific meeting or meetings.

VI. Substantial Compliance.

The standard for public participation is substantial compliance. Technological errors preventing a particular member of the public from participating via remote access shall not invalidate any proceedings.

MADE EFFECTIVE THIS 13th DAY OF MARCH 2023.

Reference: Resolution No. 21-R-2023 dated March 13, 2023



Agenda Item Summary

MEETING DATE: March 13, 2023

SUBJECT: Liberty Ranch Filing No. 3 Preliminary Plat (Application Withdrawn)

PRESENTED BY: Collin Mieras, Planner II

SUMMARY

The Board of Trustees opened a public hearing to consider the Liberty Ranch Filing No. 3 Preliminary Plat (the “Application”) at its regular meeting on January 30, 2023. At the applicant’s request, the hearing was continued to March 13, 2023. By email to staff dated February 8, 2023, the applicant has now withdrawn the Application and request for approval of the Preliminary Plat. At this time, staff recommends that the Board of Trustees close the public hearing and note the applicant’s withdrawal for the record.

If the applicant chooses to resubmit applications in the future, a new public hearing will be scheduled and notice provided in accordance with Municipal Code Sec. 16-4-60.

ALTERNATIVES/OPTIONS

None.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends closing the continued public hearing via the suggested motion:

Suggested Motion:

“I move to close the continued public hearing on the Liberty Ranch No. 3 Preliminary Plat application originally opened at the regular meeting of the Board of Trustees on January 30, 2023, due to applicant’s withdrawal of the application and no further action requested from the Board of Trustees.”



Agenda Item Summary

MEETING DATE: March 13, 2023

SUBJECT: **Resolution No. 22-R-2023** – A Resolution of the Town of Mead, Colorado, Ratifying the Planning Commission's Approval of an Amendment to the Town of Mead Comprehensive Plan (PC Resolution No. 04-PC-2023; AMK Properties, LLC Amendment)

PRESENTED BY: Collin Mieras, Planner II
Jennifer Vecchi, Planning Consultant

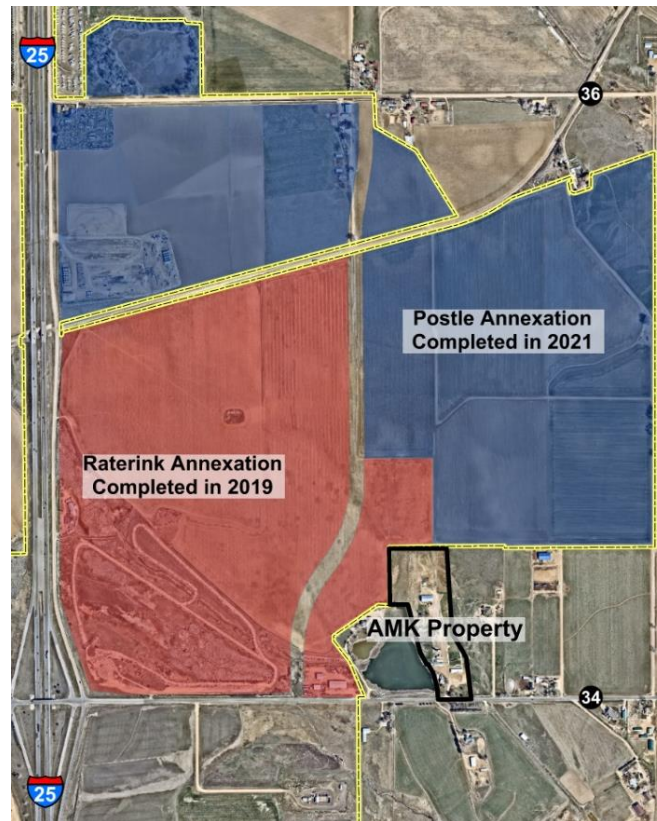
SUMMARY

Randy Stippich, the managing member/designated representative of AMK Properties, LLC, a Colorado limited liability company (“Applicant”) submitted an application for a Comprehensive Plan Amendment for the Planning Commission’s consideration and approval.

The Planning Commission is vested with jurisdiction to consider the Amendment pursuant to C.R.S. § 31-23-208 and *Mead Municipal Code* (“MMC”) Sec. 2-7-20(1). The Planning Commission held a public hearing on February 15, 2023 to consider the Comprehensive Plan Amendment and voted unanimously to approve the same.

The Amendment is scheduled for ratification by the Board of Trustees at the March 13, 2023 regular meeting. The Amendment makes a minor adjustment to the Future Land Use Map incorporated in the Comprehensive Plan (specifically, Map 4 on page 43 of the Comprehensive Plan).

A map showing the location of the Applicant’s property is set forth on the next page below. The Applicant’s property consists of approximately 12.16 acres, more or less.



Location of Applicant (AMK Properties, LLC) property in relation to recent Town annexations

DETAIL OF REQUEST

Applicant:	AMK Properties, LLC
Property Owner:	AMK Properties, LLC
Property Location:	North of WCR 34 (Welker Ave.) and east of WCR 9 ½ (High Plains Blvd.) and Lake Marie
Existing Zoning Classification:	Agricultural within Weld County
Current Comp. Plan Designation:	Multi-family Residential (MF)
Proposed Comp. Plan Designation:	Business Park (BP)

Surrounding Land Uses:

North:	Existing agricultural and light industrial, planned for Business Park /Planned Industrial Mixed Use (PI) and zoned Light Industrial – Town of Mead
South:	Existing Rural Residential and Agricultural within Weld County, Planned for Commercial Mixed Use (CMU)
East:	Existing Rural Residential and Agricultural within Weld County, Planned for Multi-family Residential (MF)
West:	Lake Marie and developed and undeveloped land within the Raterink and Postle Subdivisions, which includes the recent FedEx and Home Depot developments to the north and west. The property is planned for Business Park (BP) / Planned Industrial Mixed Use (PI) and is zoned for Light Industrial (LI) and Highway Commercial (HC) - Town of Mead

OVERVIEW

The request before the Board of Trustees is to ratify Planning Commission's approval of a Comprehensive Plan Amendment for a 12.16 - acre parcel of land owned by the Applicant. The property is located generally north of CR 34 (Welker Ave.), and directly east of Lake Marie on the east side of I-25.

The current land use designation for the property as depicted in the Future Land Use Map component of the Comprehensive Plan (Map 4 on page 43) is Multi-family Residential (MF). The Applicant is requesting a change to Business Park (BP) with the intention of annexing and zoning the property Light Industrial (LI). Currently, there is a single-family residence, occupied by a tenant/caretaker, as well as a barn and some small storage areas located on the subject property.

The Comprehensive Plan Amendment must be approved prior to any zoning or subdivision approvals. Specifically, MMC Sec. 16-1-90(1) states, in relevant part, as follows:

“Where a development proposal would be in substantial conflict with the Comprehensive Plan, an amendment to the Comprehensive Plan will be required prior to any zoning or subdivision approvals.”

C.R.S. § 31-23-208 *Procedure of commission requires the following:*

“Before the adoption of the plan or any such part, amendment, extension, or addition, the commission shall hold at least one public hearing thereon, notice of the time and place of which shall be given by one publication in a newspaper of general circulation in the municipality and in the official newspaper of the county affected (a minimum of 15 days prior to the public hearing). The adoption of the plan, any part, amendment, extension, or addition shall be by resolution of the commission carried by the affirmative votes of not less than two-thirds of the entire membership of the commission.”

REVIEW CRITERIA

The Comprehensive Plan contains no specific review criteria for the Planning Commission to analyze when making a decision on a proposed Amendment.

However, the Planning Commission is guided by good planning principles and its determination regarding the approval or disapproval of a proposed amendment is ultimately based on whether a specific amendment (if approved) will further the goals and policies set forth in the Comprehensive Plan. Town Staff has undertaken a thorough analysis of the proposed Amendment and supported the same at the Planning Commission public hearing, given the recent development activity in the vicinity of the subject property.

Town Staff presented multiple contextual maps at the February 15th public hearing to demonstrate why the proposed Amendment should be supported. The Applicant provided additional support for the Amendment at the public hearing.

Although approval of the Amendment reduces the land area designated for Multi-family Residential (MF) in the Future Land Use Map, there remain opportunities for mixed-density housing in various residential areas within the MF planning area. Further, the size and shape of the subject property limits the options for viable multi-family development.

Staff recommends that the Board of Trustees ratify the Planning Commission’s approval of the Comprehensive Plan Amendment.

FINANCIAL CONSIDERATIONS

N/A.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends the Board of Trustees approve Resolution No. 22-R-2023, with the following motion:

Suggested Motion:
“I MOVE TO APPROVE RESOLUTION NO. 22-R-2023, A RESOLUTION OF THE TOWN OF MEAD, COLORADO RATIFYING THE PLANNING COMMISSION’S APPROVAL OF AN AMENDMENT TO THE TOWN OF MEAD COMPREHENSIVE PLAN (PC RESOLUTION NO. 04-PC-2023; AMK PROPERTIES, LLC AMENDMENT).”

ATTACHMENTS

- Resolution No. 22-R-2023
- Project Statement from the Applicant dated January 20, 2023
- Letter of Intent from the Applicant dated August 26, 2022
- Amendment / supplement to Future Land Use Map (Map 4 on page 43 of Comprehensive Plan)
- Resolution No. 04-PC-2023 (Approving the Comprehensive Plan Amendment requested by AMK Properties, LLC)

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 22-R-2023**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, RATIFYING
THE PLANNING COMMISSION’S APPROVAL OF AN AMENDMENT TO
THE TOWN OF MEAD COMPREHENSIVE PLAN (PC RESOLUTION NO.
04-PC-2023; AMK PROPERTIES, LLC AMENDMENT)**

WHEREAS, the Town of Mead, acting through its Planning Commission, is empowered pursuant to C.R.S. §§ 31-23-201, et seq., to make, adopt, amend, and/or supplement a master or comprehensive plan for the physical development of the municipality, including any areas outside its boundaries; and

WHEREAS, Sec. 2-7-20(1) of the *Mead Municipal Code* charges the Planning Commission with the approval of a master or comprehensive plan, including periodic revisions as may be necessary; and

WHEREAS, the Town of Mead Comprehensive Plan (2018) states that the Planning Commission may review and adopt Comprehensive Plan amendments between major updates as necessary to ensure policy direction for future growth; and

WHEREAS, following the conclusion of a duly noticed public hearing conducted on February 15, 2023, the Planning Commission approved an amendment to the Town of Mead Comprehensive Plan pursuant to Resolution No. 04-PC-2023 (Approving the Comprehensive Plan Amendment requested by AMK Properties, LLC); and

WHEREAS, the Board of Trustees desires to ratify the Planning Commission’s approval of the Comprehensive Plan amendment as more specifically set forth and referenced in Resolution No. 04-PC-2023.

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 ratifies and approves the decision of the Planning Commission approving the amendment to the Town of Mead Comprehensive Plan, as more particularly set forth in Resolution No. 04-PC-2023 (Approving the Comprehensive Plan Amendment requested by AMK Properties, LLC).

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 13th DAY OF MARCH 2023.

ATTEST:

TOWN OF MEAD

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

By: _____
Colleen G. Whitlow, Mayor

COMPREHENSIVE PLAN AMENDMENT PROJECT STATEMENT

The subject property is included in the *Town of Mead Comprehensive Plan Future Land Use Map* and identified as Multi-Family Residential. The Multi-Family Residential Land Use is not compatible with the surrounding proposed land uses.

Along with the Town's goals of increasing local employment opportunities and tax base, the amendment of the Comprehensive Plan to "Business Park" will help contribute to this goal.

The Multi-Family Residential use is not an appropriate use within this changing area of the Town. The area to the west and north of the subject site is classified as "Business Park" and "Planned Industrial Mixed Use". The "Business Park" use and classification is more appropriate considering the recent annexations and changes in this area.

REQUESTED ZONING

The requested zone for the subject property is "Light Industrial", which is compatible with adjacent properties and surrounding developments. The subject property is currently zoned "Agricultural" through Weld County.

The proposed zoning of "Light Industrial" is compatible with adjacent zones and the *Town of Mead Comprehensive Plan Future Land Use Map*.

DEVELOPMENT FACTORS

The *Town of Mead Comprehensive Plan Future Land Use Map* was last revised in March 2018. Market conditions, factors and demands have changed within the last few years and the current demand in the area of the subject property is for industrial uses and not multi-family residential. The surrounding area is compatible with the "Business Park" use and is also compatible with transitional uses along the eastern side of I-25.

PROMOTION OF PUBLIC GOOD

This Comprehensive Plan Amendment supports the goals of the Town of Mead through an increase in local employment opportunities and tax base. The Amendment will also provide opportunities for "clustering" of similar businesses as to those currently in operation in the Raterink and Postle Annexations.

COMPATIBILITY WITH SURROUNDING USES

The Multi-Family Residential use is not an appropriate use within this changing area of the Town. The area to the west and north of the subject site is classified as "Business Park" and "Planned Industrial Mixed Use". A portion of the Multi-Family Residential was recently removed as part of the Postle Annexation that revised the land use to Light Industrial.

The "Business Park" use and classification is more appropriate considering the recent annexations and changes in this area.

The "Business Park" use can still provide a transitional land use for this changing area within the Town of Mead.

IMPROVEMENTS TO PUBLIC FACILITIES

The "Business Park" use will be less of a burden on public facilities than "Multi-Family Residential" would be. The expected use of resources such as water, sanitary sewer, electricity and gas should be less than the consumption of these resources with a multi-family project.

Furthermore, the impact to the transportation system should be lessened with a business park/industrial use when considering daily trips on the adjacent and nearby roadway system.

CR 34 is classified as a major and minor arterial in the vicinity of the subject property. I-25 is roughly $\frac{3}{4}$ of a mile from the subject site, along with a frontage road on the east side of the interstate. Right-of-way for a future extension of CR 9 $\frac{1}{2}$ has also been dedicated on the property to the west of the subject property.



Consultants, Inc.

16911 Potts Place, Mead, CO

970.217.9148

troy@i2-consultants.com

January 20, 2023

Mr. Jason Bradford
Community Development Director
Town of Mead
441 Third Street
Mead, CO 8542

RE: Letter of Intent for AMK Comprehensive Plan Amendment
Parcel Number: 120711400094

Dear Mr. Bradford:

We are pleased to submit this letter and associated documents on behalf of the landowner, AMK Properties LLC, for a formal request to consider approval of a Petition of Comprehensive Plan amendment into the Town of Mead.

This letter of intent provides a description of the existing conditions, brief overview of the project and how this amendment to the Town of Mead Comprehensive Plan is substantiated for development of the subject property. The legal description of the subject property is also included within this letter.

EXISTING CONDITIONS

The subject site consists of one (1) parcel (Parcel No. 120711400094) and is +/- 12.16 acres. The subject site is located in the southeast quarter of Section 11, Township 3 North, Range 68 West, of the 6th Principal Meridian, County of Weld, State of Colorado. Furthermore, the project is north of County Road 34 and east of Interstate 25.

The northern boundary of the site is undeveloped but is zoned Light Industrial within the Town. The southern boundary of the site is CR 34; the eastern boundary is a large lot residential property with a significant drainageway through the property and, the western property boundary is an undeveloped parcel containing a pond.

The Raterink Annexation is adjacent to portions of the north and western property lines for the subject site. Furthermore, the Postle Annexation is adjacent to the north property line for the subject site. Both properties have been annexed and zoned light industrial. The Raterink property prior to annexation was subject to a comp plan amendment in the manner we are requesting. The area of the Raterink property to the north of this subject property was designated as future multi-family use in the Town of Mead's Comprehensive Plan and was amended to light industrial.

The AMK Property is best suited for a comprehensive plan amendment to stay consistent with the surrounding land uses of light industrial, additionally due to its proximity to the I25 interchange and ease of access it is better suited for a light industrial business park vs. multi-family development. The property is too small to be a candidate for a multi-family development, lacking greater amenities such as parks, trails, retail and restaurants. Its proximity to the neighboring industrial developments also makes it less desirable to live adjacent to. Our proposed use would provide a suitable transition but complimentary use from the heavier industrial use adjacent properties. Our targeted tenants will be small locally owned and operated business that provide goods and services to the Mead Community.

According to the *Town of Mead Comprehensive Plan Future Land Use Map*, dated March 2018, the subject property is shown as Multi-Family Residential (M-F). A Comprehensive Plan Amendment Application is being provided along with this Annexation and Zoning Application. The *Town of Mead Comprehensive Plan Future Land Use Map* shows the adjacent properties as Business Park (BP) to the west; Planned Industrial Mixed Use (PI) with a future middle school to the north and Single Family Residential (SFR) with a future elementary school to the east.

The subject property to be annexed will take access from CR 34.

PROJECT OVERVIEW

The subject site is approximately 12.16 acres and located in unincorporated Weld County. The intent of this application is to annex the subject property with an amended Zone of "Light Industrial", which is compatible with adjacent properties.

The proposed uses for the subject property will be within the allowed uses for the "Business Park" use classification.

The proposed zoning of "Light Industrial" is compatible with adjacent zones and the *Town of Mead Comprehensive Plan Future Land Use Map*.

TOWN OF MEAD COMPREHENSIVE PLAN

The property is included in the *Town of Mead Comprehensive Plan Future Land Use Map* and identified as Multi-Family Residential. The Multi-Family Residential Land Use is not compatible with the surrounding proposed land uses. A Comprehensive Plan Amendment Application is being provided along with this Annexation and Zoning Application.

Along with the Town's goals of increasing local employment opportunities and tax base, the amendment of the Comprehensive Plan to "Business Park" will help contribute to this goal.

The Comprehensive Plan Amendment meets the criteria for approval as follows:

- The area immediately adjacent to the subject property has recently been approved for Business Park. The immediate area to the west is developing as light industrial/business park and the subject property will be compatible with the adjacent properties.
- The public good shall be promoted through increased employment opportunities, compatible uses within the project area and increased commerce near the I-25 corridor. Furthermore, the proposed amendment is in compliance with the intent and goals of the Comprehensive Plan.
- The proposed amendment is compatible with existing and proposed surrounding land uses, based on the Town of Mead Comprehensive Plan Map and recent changes to the Map.
- The proposed amendment will not overburden adjacent infrastructure and necessary services and infrastructure will be extended to the site if required.

The Multi-Family Residential use is not an appropriate use within this changing area of the Town. The "Business Park" use and classification is more appropriate considering the recent annexations and changes in this area.

LEGAL DESCRIPTION

A parcel of land, situate in the Southeast Quarter of Section Eleven (11), Township Three North (T.3N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the South Quarter corner of said Section 11, monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 27269 and assuming the South line of the Southeast Quarter of Section 11, Township 3 North, Range 68 West of the 6th P.M., as bearing North 89°36'43" East, being a Grid Bearing of the Colorado State Plane, North Zone, North American Datum 1983/2011, monumented at the Southeast corner of said Section 11 by a #6 rebar with a 3.25" aluminum cap stamped LS 22098, a distance of 2628.10 feet and with all other bearings contained herein relative thereto;

THENCE North 89°36'43" East along said South line a distance of 722.30 feet to the Southwest corner of Lot A, Recorded Exemption #1207-11-4-RE2311, as recorded November 18, 1998, as Reception No. 2654501 of the records of the Weld County Clerk and Recorder (WCCR);

Thence along the West line of said Lot A the following 7 courses;

THENCE North 04°53'21" West a distance of 30.09 feet to the North Right of Way (ROW) line of Weld County Road 34 (WCR 34) and to the POINT OF BEGINNING;

THENCE North 04°53'21" West a distance of 75.27 feet;

THENCE North 14°35'26" West a distance of 130.14 feet;

THENCE North 30°14'00" West a distance of 90.76 feet;

THENCE North 89°57'27" West a distance of 12.15 feet;

THENCE North 29°27'36" West a distance of 117.69 feet;
THENCE North 14°27'02" West a distance of 426.89 feet;
THENCE North 89°30'09" West a distance of 160.64 feet to the Southeasterly corner of Raterink Annexation, as recorded September 3, 2019, as Reception No. 4519855 of the WCCR;

Thence along the East and North lines of said Raterink Annexation, being coincident with the West and North lines of said RE2311, the following three courses;

THENCE North 00°02'50" West a distance of 510.72 feet;

THENCE North 89°51'02" East a distance of 82.74 feet;

THENCE North 89°11'54" East a distance of 299.73 feet to the Southwest corner of Postle Annexation as recorded November 8, 2021, as Reception No. 4774032 of the WCCR;

Thence along the South line of said Postle Annexation, being coincident with the North line of said RE2311, the following two courses;

THENCE North 89°11'53" East a distance of 29.81 feet;

THENCE North 89°32'29" East a distance of 84.83 feet;

Thence departing said South line of Postle Annexation, and continuing along the East and South lines of said RE2311 the following 4 courses;

THENCE South 03°47'02" East, a distance of 765.98 feet;

THENCE South 30°00'04" East a distance of 243.52 feet;

THENCE South 07°06'52" East a distance of 338.28 feet to the North ROW line of WCR 34;

THENCE South 89°36'43" West, along said North line, a distance of 288.79 feet to the POINT OF BEGINNING.

Said described parcel of land contains 529,702 Square Feet or 12.160 Acres, more or less (±).

We look forward to the Town's favorable review of this Annexation and Zoning Application. Please do not hesitate to contact our office if you have any questions.

Sincerely,

AMK Properties, LLC

Randy Stippich
Owner

**TOWN OF MEAD, COLORADO
PLANNING COMMISSION
RESOLUTION NO. 04-PC-2023**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE TOWN OF MEAD,
COLORADO APPROVING THE COMPREHENSIVE PLAN AMENDMENT
REQUESTED BY AMK PROPERTIES, LLC**

WHEREAS, the Town of Mead (the “Town”) is authorized pursuant to Title 31, Article 23, C.R.S. and the Town of Mead Municipal Code (the “MMC”) to regulate the development of land, streets and utilities within the Town for the purposes of promoting the public health, safety, convenience, and the general welfare of the community; and

WHEREAS, the Planning Commission duly adopted the Mead Comprehensive Plan (the “Comprehensive Plan” or the “Plan”) which is the primary land use policy document for the community and is focused on enhancing the Town’s long-term vitality; and

WHEREAS, Section 16-1-90 of the MMC requires that “[w]here a development proposal would be in substantial conflict with the Comprehensive Plan, an amendment to the Comprehensive Plan will be required prior to any zoning or subdivision approvals”; and

WHEREAS, AMK Properties, LLC, a Colorado limited liability company (“Applicant”) owns certain property located generally the north of CR 34 (Welker Avenue) and east of CR 9 ½ (High Plains Blvd.) and Lake Marie in the County of Weld, State of Colorado, which property consists of 12.16 acres more or less (“Property”); and

WHEREAS, the Applicant intends to submit a Petition for Annexation to the Town for the Property and has submitted an application seeking a Comprehensive Plan amendment; and

WHEREAS, specifically, the Applicant is requesting an amendment to change the land use map designation from Multi-family residential (MF) to Business Park (BP) in the Future Land Use Map incorporated as Map 4 on page 43 of the Comprehensive Plan; and

WHEREAS, C.R.S. §31-23-208 provides, in relevant part, that, “[b]efore the adoption of the plan or any such part, amendment, extension, or addition, the commission shall hold at least one public hearing thereon, notice of the time and place of which shall be given by one publication in a newspaper of general circulation in the municipality and in the official newspaper of the county affected”; and

WHEREAS, the Planning Commission held a duly noticed public hearing on February 15, 2023 to consider the Applicant’s request for a Comprehensive Plan Amendment; and

WHEREAS, C.R.S. §31-23-208 additionally provides that “[t]he adoption of the plan, any part, amendment, extension, or addition shall be by resolution of the commission carried by the affirmative votes of not less than two-thirds of the entire membership of the commission”; and

WHEREAS, the Comprehensive Plan states that, “It was the duty of the Mead Planning Commission to make and adopt this Plan and to certify it to the Board of Trustees. The Board of Trustees endorsed the Plan, and all amendments or revisions will be done by resolution”; and

WHEREAS, the Planning Commission reviewed the proposed Comprehensive Plan amendment and other materials provided by the Planning Commission by Town staff at or prior to the February 15, 2023 meeting and public hearing, and

WHEREAS, the Planning Commission desires to approve the Comprehensive Plan amendment and further desires that the amendment be certified to the Board of Trustees for approval by resolution.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the Town of Mead, Colorado, that:

Section 1. The Planning Commission held a duly noticed public hearing on the proposed Comprehensive Plan amendment on February 15, 2023.

Section 2. The Planning Commission hereby approves the Comprehensive Plan amendment as generally shown in **Exhibit 1** attached hereto, changing the Future Land Use Map designation from Multi-family Residential (MF) to Business Park (BP), based on a determination that the proposed amendment will further the goals and policies articulated in the Comprehensive Plan. The Comprehensive Plan amendment is approved, subject to the following conditions:

- a) The Applicant shall pay all fees and costs incurred by the Town and its consultants in reviewing and processing the Comprehensive Plan amendment application;
- b) Town Community Development Staff shall prepare an amendment/supplement to the Future Land Use Map (Map 4 on page 43 of the Comprehensive Plan) to incorporate the information generally shown in **Exhibit 1**;
- c) The amendment/supplement to the Future Land Use Map shall be completed prior to the referral of the amendment to the Board of Trustees for endorsement.

Section 3. Town staff shall distribute a copy of this Resolution to the Board of Trustees for endorsement or ratification following the date on which the conditions set forth in Section 2 above have been satisfied.

Section 4. Following endorsement or ratification of the Comprehensive Plan amendment by the Board of Trustees, Town staff is directed to file a certified copy of the amendment with the Weld County Clerk and Recorder, as required by C.R.S. § 31-23-208.

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

INTRODUCED, READ, PASSED AND ADOPTED THIS 15th DAY OF FEBRUARY, 2023.

ATTEST:

**TOWN OF MEAD PLANNING
COMMISSION:**

By: Jeannine Reed Jeannine Reed, Secretary By: [Signature] Chairman or Acting Chair



EXHIBIT 1

AMK Properties LLC Comprehensive Plan Amendment Map
[Exhibit begins on the next page.]

AMK PROPERTIES



Future Land Use

- Agriculture
- Business Park
- Clustered Residential
- Commercial Mixed Use
- Downtown Mixed Use
- Future Reservoir
- Large Lot Residential
- Mixed Use - Residential/Commercial
- Multi-family Residential
- Park/Open Space
- Planned Industrial Mixed Use
- Public/Semi-Public
- Regional Commercial
- Residential Mixed Use
- Rural Residential
- Single Family Residential

FUTURE LAND USE NOTES:

1. AMK ZONING SITE AREA = ±12.16 ACRES.
2. AMK ANNEXATION AREA = ±13.52 ACRES.
3. PROPOSED LAND USE IS BUSINESS PARK. PROPOSED ZONING IS LIGHT INDUSTRIAL.

i2
Consultants,
Inc.
 16911 Potts Place
 Mead, Colorado
 970.217.9148
 01/18/2023

EXHIBIT

LAND USE MAP

Land Use Categories

- Revised March, 2023

DISCLAIMER:

All data and information contained herein are for planning purposes only. This information does not replace legal description information in the chain of title and other information contained in official governmental records such as at the Weld County Clerk and Records Office or in the courts. Also, the representation of locations in the map data cannot be substituted for actual legal surveys.

The information contained herein is believed accurate and suitable for limited use and is subject to the limitations set forth above. The Town of Mead makes no warranty as to the accuracy or suitability of any information contained herein. Users assume all risk and responsibility for any and all dam-ages, including consequential damages, which flow from the user's use of information.