



BOARD OF TRUSTEES

441 3rd Street, Mead
Monday, November 28, 2022

AGENDA

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

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

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

1. Call to Order – Roll Call

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

2. Moment of Silence

3. Pledge of Allegiance to the Flag

4. 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 November 14, 2022

[b.](#) October 2022 Financials

[c.](#) Check Register November 28, 2022

[d.](#) **Resolution No. 88-R-2022** – A Resolution of the Town of Mead, Colorado, Approving an Agreement for Professional Services Between the Town and MJT Communications, Inc. for Informational Technology (“IT”) Services

5. Swear In Newly Elected Board Members

6. RECESS

7. Call to Order – Roll Call

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

8. Selection of Mayor Pro Tem

- 9. Swear In Mayor Pro Tem**
- 10. Review and Approve Agenda**
- 11. Staff Report: Town Manager Report**
 - [a.](#) Town Manager Report
- 12. Informational Items**
 - a. Mead Police Department: Facial Recognition
- 13. Proclamations**
 - [a.](#) Business Appreciation Month December
- 14. 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.*
- 15. Mead Liquor Licensing Authority**
 - a. **Public Hearing: Agfinity Liquor License**
 - [i.](#) New Liquor License Application – Fermented Malt Beverage (Beer)
- 16. Officer Appointments**
 - [a.](#) **Resolution No. 89-R-2022** - A Resolution of the Town of Mead, Colorado, Appointing a Town Manager
 - [b.](#) **Resolution 90-R-2022** A Resolution of The Town of Mead, Colorado, Appointing a Town Clerk and Town Treasurer
 - [c.](#) **Resolution 91-R-2022** A Resolution of The Town of Mead, Colorado, Appointing a Town Attorney
 - [d.](#) **Resolution 92-R-2022** A Resolution of The Town of Mead, Colorado, Appointing a Municipal Court Judge and Authorizing the Mayor to Execute That Certain Amended and Restated Agreement for Municipal Judge Services
- 17. Swear In Officers**
- 18. New Business**
 - [a.](#) **Resolution No. 93-R-2022** – A Resolution of the Town of Mead, Colorado, Approving that Certain Intergovernmental Agreement and Addendum with the City of Loveland Pulse to Provide Fiber Optic Internet Service to the New Public Works Facility
- 19. 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.*
- 20. Elected Official Reports**
 - a. Town Trustees
 - b. Mayor Whitlow
- 21. 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.



BOARD OF TRUSTEES

441 3rd Street, Mead
Monday, November 14, 2022

MINUTES

I. 5:15 p.m. to 6:00 p.m.
WORK SESSION: Employee Handbook

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 6:10 p.m.

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

Present

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

Absent

None

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 Attorney Marcus McAskin.
Attending in person and via virtual access: members of the public.

2. Moment of Silence

Mayor Whitlow requested the observance of a moment of silence for U.S. Veterans.

3. Pledge of Allegiance to the Flag

The assembly pledged allegiance to the flag.

4. Review and Approve Agenda

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

5. Staff Report: Town Manager Report

a. Managers Report

Town Manager Helen Migchelbrink mentioned Sugar Beet Solar Planning Commission public hearing scheduled for 11/16; Business appreciation lunch on 11/9 was a success; attending real estate (residential and commercial) trend seminar; scheduling Board retreat in January. The Board discussed contingencies in the budget for unexpected vehicle replacements.

6. Informational Items

a. November 8, 2022 Municipal Election Unofficial Results

Town Clerk Mary Strutt reviewed local and state election results.

b. Built for Mead

Public Information Officer / Community Engagement Director Lorelei Nelson presented the Built for Mead website and promotional videos.

7. Proclamations

- a. America Recycles Day November 15, 2022

Motion was made by Trustee Babcock, seconded by Trustee Brodhead, to authorize the signing of the Proclamation for America Recycles Day November 15, 2022. Motion carried 7-0, on a roll call vote.

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

There was no public comment at this time.

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

- a. Approval of Minutes - Regular Meeting November 1, 2022
- b. October 2022 Aged Receivables
- c. Check Register November 14, 2022
- d. 3rd Quarter 2022 Investment Portfolio
- e. **Ordinance No. 1017** – An Ordinance of the Town of Mead, Colorado, Approving with Conditions the Postle Subdivision Filing No. 2 Final Plat
- f. **Resolution No. 84-R-2022** – An Resolution of the Town of Mead, Colorado, Amending the Employee Handbook
- g. **Resolution No. 85-R-2022** – A Resolution of the Town of Mead, Colorado, Approving Acquisition (Lease) of a 2022 Ford Police Interceptor Utilizing the Master Equity Lease Agreement with Enterprise Fleet Management (EFM) Dated January 14, 2021
- h. **Resolution No. 86-R-2022** – A Resolution of the Town of Mead, Colorado, Accepting a Grant for the COPS Hiring Program, Administered by the U.S. Department of Justice, Office of Community Oriented Policing Services (“COPS Office”) and Creating Two New Police Officer Positions

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

10. Public Hearing

- a. **Red Barn Metro District** (Continued from 11/1/2022)

Mayor Whitlow opened the public hearing for Red Barn Metropolitan District, which was continued from November 1, 2022, at 6:51 p.m.

Town Attorney Marcus McAskin reviewed the debt limit increase requested for the amended service plan.

Joan Fritsche, attorney for the metropolitan district, discussed the request for increased debt based on increasing construction costs and known costs.

There was no public comment at this time.

The Board discussed amenities, mill levy not increasing, the Town’s model service plan and the debt limit increase with Ms. Fritsche, Mr. McAskin and Cindy Meyers, Century Communities, and Shelby Noble, Piper, Sandler.

- i. **Resolution No. 87-R-2022** – A Resolution of the Town of Mead, Colorado, Approving with Conditions the Amended and Restated Service Plan for the Red Barn Metropolitan District, and Authorizing Execution of the Second Amendment to Intergovernmental Agreement Between the Town and the District.

Motion was made by Trustee Schranz, seconded by Trustee Cartwright, to adopt Resolution No. 87-R-2022 – A Resolution of the Town of Mead, Colorado, Approving with Conditions the Amended and

Restated Service Plan for the Red Barn Metropolitan District, and Authorizing Execution of Second Amendment to Intergovernmental Agreement Between the Town and the District. Motion carried 7-0, on a roll call vote.

Section 4, Item a.

Mayor Whitlow closed the public hearing at 7:18 p.m.

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.*

Michele Christiansen and Anna Rivas, both of Longmont, spoke about prairie dogs and requested that the species be protected and relocated when development occurs.

12. Elected Official Reports

a. Town Trustees

Trustee Babcock thanked the Board and staff for her time on the Board.

b. Mayor Whitlow

Mayor Whitlow congratulated all who were elected and thanked Trustee Babcock for her service.

13. Adjournment

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

The Regular Meeting of the Town of Mead Board of Trustees adjourned at approximately 7:35 p.m. on Monday, November 14, 2022.

Colleen G. Whitlow, Mayor

ATTEST:

Mary E. Strutt, MMC, Town Clerk

TOWN OF MEAD
COMBINED CASH INVESTMENT
OCTOBER 31, 2022

Section 4, Item b.

COMBINED CASH ACCOUNTS

99-01-1001	INDEPENDENT BANK - CHECKING	1,645,838.87
99-01-1002	TBK BANK - OFFICE CHECK	48,334.63
99-01-1003	TBK BANK - MONEY MARKET	146,748.27
99-01-1005	TBK BANK - FLEX DEBIT CARDS	20,970.90
99-01-1011	XPRESS DEPOSIT ACCOUNT	148,218.11
99-01-1023	COLOTRUST PLUS	10,711,755.95
99-01-1024	COLOTRUST PRIME	10,078.58
99-01-1025	CSIP	5,099,863.27
99-01-1026	CSAFE	12,186,847.68
99-01-1077	COURT CASH CLEARING	(1,250.00)

	TOTAL COMBINED CASH	30,017,406.26
99-01-0100	CASH ALLOCATED TO OTHER FUNDS	(30,017,406.26)

	TOTAL UNALLOCATED CASH	.00
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CASH ALLOCATION RECONCILIATION

1	ALLOCATION TO GENERAL FUND	11,488,727.24
4	ALLOCATION TO STREET IMPROVEMENT FUND	1,305,321.43
5	ALLOCATION TO CONSERVATION TRUST FUND	44,827.78
6	ALLOCATION TO SEWER FUND	1,578,884.18
8	ALLOCATION TO POLICE FUND	249,459.32
9	ALLOCATION TO MUNICIPAL FACILITIES FUND	3,063,129.76
11	ALLOCATION TO DOWNTOWN FUND	15,150.72
13	ALLOCATION TO STORM DRAINAGE FUND	49,557.38
14	ALLOCATION TO TRANSPORTATION FUND	6,179,817.47
18	ALLOCATION TO PARKS & OPEN SPACE	1,705,546.08
19	ALLOCATION TO CAPITAL IMPROVEMENT FUND	933,606.17
20	ALLOCATION TO MEAD URBAN RENEWAL AUTHORITY	3,405,119.10
21	ALLOCATION TO ART IN PUBLIC PLACES FUND	(1,740.37)

	TOTAL ALLOCATIONS TO OTHER FUNDS	30,017,406.26
	ALLOCATION FROM COMBINED CASH FUND - 99-01-0100	(30,017,406.26)

	ZERO PROOF IF ALLOCATIONS BALANCE	.00
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TOWN OF MEAD
BALANCE SHEET
OCTOBER 31, 2022

Section 4, Item b.

GENERAL FUND

ASSETS

01-01-0100	COMBINED CASH	11,488,727.24	
01-01-1007	CASH DRAWER - TOWN HALL	500.00	
01-01-1008	CASH DRAWER - POLICE	100.00	
01-01-1250	PROPERTY TAXES RECEIVABLE	1,243,835.23	
01-01-1300	A/R - BILLED ACCOUNTS	20,604.06	
01-01-1301	A/R - GENERAL	712,928.53	
01-01-1302	PREPAID EXPENSE	2,424.00	
01-01-1307	24HOUR FLEX DEPOSIT	1,500.00	
	TOTAL ASSETS		13,470,619.06

LIABILITIES AND EQUITY

LIABILITIES

01-02-2000	ACCOUNTS PAYABLE	(124.10)	
01-02-2300	457(B) DEFERRED COMP PAYABLE	(3,853.07)	
01-02-2302	FLEXPLAN PAYABLE	7,751.24	
01-02-2306	RESTITUTION PAYABLE	(100.00)	
01-02-2307	SURCHARGE PAYABLE	1,365.00	
01-02-2308	DEPOSITS PAYABLE	3,285.00	
01-02-2310	EMPLOYEE HEALTH INS. PAYABLE	7,725.25	
01-02-2311	FPPA PAYABLE	10,621.82	
01-02-2312	WORKERS COMP INSURANCE PAYABLE	470.22	
01-02-2314	401(A) CONTRIBUTIONS PAYABLE	8,957.35	
01-02-2400	FED. WITHHOLDING TAX PAYABLE	10,781.40	
01-02-2401	SOCIAL SECURITY TAX PAYABLE	7,420.18	
01-02-2402	MEDICARE TAX PAYABLE	3,092.93	
01-02-2403	STATE WITHHOLDING TAX PAYABLE	8,104.73	
01-02-2404	STATE UNEMPLOYMENT TAX PAYABLE	216.79	
01-02-2410	MISC PAYROLL PAYABLE	83,994.59	
01-02-2600	WARRANTY FUNDS	1,693,004.20	
01-02-2610	DEVELOPER DEPOSITS	203,500.00	
01-02-2615	DEVELOPER LIABILITIES	122,898.27	
01-02-2700	DEFERRED INFLOWS- PROPERTY TAX	1,243,835.23	
01-02-2705	DEFERRED REVENUE	580,626.60	
	TOTAL LIABILITIES		3,993,573.63

FUND EQUITY

01-02-3001	FUND BALANCE	6,481,615.96	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	2,995,429.47	
	BALANCE - CURRENT DATE	2,995,429.47	
	TOTAL FUND EQUITY		9,477,045.43
	TOTAL LIABILITIES AND EQUITY		13,470,619.06

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2022

Section 4, Item b.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
01-10-4000 PROPERTY TAX	126.51	1,238,253.50	1,243,835.00	5,581.50	99.6
01-10-4005 HIGHWAY USERS TAX	.00	.00	232,092.00	232,092.00	.0
01-10-4010 SALES TAX	384,746.45	3,061,329.61	3,341,447.00	280,117.39	91.6
01-10-4012 LODGING TAX	24.00	596.00	250.00	(346.00)	238.4
01-10-4015 ROAD & BRIDGE TAX	.00	61,025.85	80,000.00	18,974.15	76.3
01-10-4020 SPECIFIC OWNERSHIP TAX	7,975.29	73,111.29	70,000.00	(3,111.29)	104.4
01-10-4025 M.V. REGISTRATION	2,494.76	22,629.01	25,000.00	2,370.99	90.5
01-10-4030 BUILDING PERMIT USE TAX	32,967.24	986,705.66	986,108.00	(597.66)	100.1
01-10-4040 CIGARETTE TAX	1,394.92	8,976.48	12,000.00	3,023.52	74.8
01-10-4050 MURA REVENUE SHARING	.00	124,407.86	124,408.00	.14	100.0
01-10-4070 FEDERAL MINERAL LEASE	.00	33,767.21	25,000.00	(8,767.21)	135.1
01-10-4071 STATE SEVERANCE TAXES	.00	156,038.22	4,000.00	(152,038.22)	3901.0
TOTAL TAXES	429,729.17	5,766,840.69	6,144,140.00	377,299.31	93.9

FEES AND PERMITS

01-11-4100 BUILDING PERMIT FEES	41,742.78	805,435.08	1,298,878.00	493,442.92	62.0
01-11-4102 OTHER PERMITS	10,617.00	28,682.50	34,000.00	5,317.50	84.4
01-11-4103 CONVENIENCE FEE	1,862.10	17,379.11	15,000.00	(2,379.11)	115.9
01-11-4110 BUILDING PERMIT - ADMIN. FEES	3,750.00	52,435.00	80,640.00	28,205.00	65.0
01-11-4111 PASSPORT FEES	30.00	4,990.00	8,000.00	3,010.00	62.4
01-11-4112 TOWN HALL/PARK FEES	.00	1,827.50	4,800.00	2,972.50	38.1
01-11-4120 FRANCHISE FEES	21,775.54	217,938.08	200,573.00	(17,365.08)	108.7
01-11-4130 DEVELOPER APPLICATION FEES	3,596.47	68,550.27	100,000.00	31,449.73	68.6
01-11-4140 ROYALTIES	36,600.60	371,981.68	208,133.00	(163,848.68)	178.7
01-11-4145 STREET CUT PERMITS	.00	4,665.00	24,926.00	20,261.00	18.7
TOTAL FEES AND PERMITS	119,974.49	1,573,884.22	1,974,950.00	401,065.78	79.7

LICENSES

01-12-4200 BUSINESS/SALES TAX LICENSE	450.00	6,210.00	30,000.00	23,790.00	20.7
01-12-4210 LIQUOR LICENSE	2,078.75	3,185.00	2,634.00	(551.00)	120.9
01-12-4220 PET LICENSES	.00	485.00	650.00	165.00	74.6
TOTAL LICENSES	2,528.75	9,880.00	33,284.00	23,404.00	29.7

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2022

Section 4, Item b.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CHARGES FOR SERVICES</u>					
01-13-4303 MISC. BILLBACKS	.00	.00	300.00	300.00	.0
01-13-4304 IGA--SCHOOL RESOURCE OFFICERS	.00	.00	150,000.00	150,000.00	.0
01-13-4305 SCHOOL GUARD REIMBURSEMENT	2,023.00	11,315.50	14,000.00	2,684.50	80.8
01-13-4310 NEW DEVELOPMENT CHARGES	45,973.75	464,507.45	200,000.00	(264,507.45)	232.3
01-13-4624 SENIOR EVENT FEES	280.00	405.00	2,500.00	2,095.00	16.2
01-13-4625 RECREATION REGISTRATION FEES	5,293.00	47,679.20	32,000.00	(15,679.20)	149.0
TOTAL CHARGES FOR SERVICES	53,569.75	523,907.15	398,800.00	(125,107.15)	131.4
<u>FINES AND FORFEITS</u>					
01-14-4420 COURT FINES	2,561.00	28,151.00	36,000.00	7,849.00	78.2
01-14-4422 COURT COSTS	975.00	10,610.00	9,300.00	(1,310.00)	114.1
01-14-4423 POLICE REPORTS	21.00	1,393.50	1,500.00	106.50	92.9
01-14-4620 MISC. POLICE INCOME	29.46	1,317.69	300.00	(1,017.69)	439.2
TOTAL FINES AND FORFEITS	3,586.46	41,472.19	47,100.00	5,627.81	88.1
<u>GRANTS & ECONOMIC DEVELOPMENT</u>					
01-15-4512 GRANT-WELD SENIOR FOUNDATION	.00	.00	2,750.00	2,750.00	.0
01-15-4516 GRANT - UNITED WAY	.00	.00	1,500.00	1,500.00	.0
01-15-4518 FED'L GRANT--AMER RESCUE PLAN	.00	594,567.84	594,568.00	.16	100.0
01-15-4526 POLICE GRANTS	.00	.00	1,500.00	1,500.00	.0
TOTAL GRANTS & ECONOMIC DEVELOPME	.00	594,567.84	600,318.00	5,750.16	99.0
<u>MISCELLANEOUS</u>					
01-18-4619 INTEREST & DIVIDEND INCOME	30,188.40	114,541.86	5,400.00	(109,141.86)	2121.2
01-18-4620 MISC. INCOME	2,158.22	19,503.06	10,000.00	(9,503.06)	195.0
01-18-4622 DONATIONS/FUNDRAISING	.00	5,040.00	10,000.00	4,960.00	50.4
01-18-4623 SALE OF ASSETS	.00	8,195.00	30,000.00	21,805.00	27.3
01-18-4625 METRO DISTRICT PAYMENTS	.00	29,755.92	45,000.00	15,244.08	66.1
01-18-4648 DELINQUENT INTEREST EARNED	20.78	1,972.64	.00	(1,972.64)	.0
TOTAL MISCELLANEOUS	32,367.40	179,008.48	100,400.00	(78,608.48)	178.3
TOTAL FUND REVENUE	641,756.02	8,689,560.57	9,298,992.00	609,431.43	93.5

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2022

Section 4, Item b.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
01-40-5001 SALARIES & WAGES	26,228.67	295,955.61	397,748.00	101,792.39	74.4
01-40-5050 CLEANING	1,278.38	5,943.02	15,000.00	9,056.98	39.6
01-40-5055 OVERTIME	9.00	232.07	1,000.00	767.93	23.2
01-40-5060 PAYROLL TAXES	1,323.93	21,330.99	31,721.00	10,390.01	67.3
01-40-5065 WORKERS COMP	201.07	2,269.53	5,000.00	2,730.47	45.4
01-40-5066 HEALTH INSURANCE	4,266.25	40,230.95	68,272.00	28,041.05	58.9
01-40-5067 DEFERRED COMP/RETIREMENT	1,809.74	20,741.65	23,000.00	2,258.35	90.2
01-40-5068 MEDICAL SAVINGS	81.50	2,390.23	3,480.00	1,089.77	68.7
01-40-5075 EMPLOYMENT/RECRUITMENT EXPENSE	6,174.00	7,761.42	500.00	(7,261.42)	1552.3
01-40-5200 OFFICE SUPPLIES	357.74	4,168.33	12,000.00	7,831.67	34.7
01-40-5201 COMPUTER/TECHNOLOGY	3,427.70	40,258.06	40,000.00	(258.06)	100.7
01-40-5202 PRINTING EXPENSE	164.87	501.44	10,000.00	9,498.56	5.0
01-40-5203 UNIFORMS	564.28	674.28	1,200.00	525.72	56.2
01-40-5205 POSTAGE	553.80	4,064.57	8,000.00	3,935.43	50.8
01-40-5210 OPERATING SUPPLIES	1,178.27	6,868.24	7,500.00	631.76	91.6
01-40-5212 FURNISHINGS	315.00	1,736.49	5,000.00	3,263.51	34.7
01-40-5215 REPAIRS & MAINT	17,299.21	42,469.30	60,000.00	17,530.70	70.8
01-40-5253 GAS & OIL	100.29	489.43	1,000.00	510.57	48.9
01-40-5300 TELEPHONE	747.89	5,519.17	7,002.00	1,482.83	78.8
01-40-5305 UTILITIES	1,066.09	8,145.21	12,978.00	4,832.79	62.8
01-40-5310 TRASH REMOVAL	78.49	793.66	3,134.00	2,340.34	25.3
01-40-5315 COPIER EXPENSES	358.81	5,443.41	9,000.00	3,556.59	60.5
01-40-5320 PROPERTY & LIABILITY INSURANCE	1,511.44	5,939.96	7,455.00	1,515.04	79.7
01-40-5325 INTERNET/WEBSITE EXPENSE	914.60	7,012.28	10,000.00	2,987.72	70.1
01-40-5330 TRAINING	1,854.51	12,308.80	22,000.00	9,691.20	56.0
01-40-5331 DUES AND SUBSCRIPTIONS	607.97	15,017.53	7,500.00	(7,517.53)	200.2
01-40-5332 TUITION REIMBURSEMENT	.00	3,000.00	6,000.00	3,000.00	50.0
01-40-5351 RED DEER LAKE MAINTENANCE	.00	.00	2,000.00	2,000.00	.0
01-40-5353 WATER ASSESSMENTS	.00	1,113.50	1,400.00	286.50	79.5
01-40-5400 LEGAL FEES	14,033.79	136,758.47	184,680.00	47,921.53	74.1
01-40-5401 CONSULTING FEES	17,141.55	113,168.24	130,952.00	17,783.76	86.4
01-40-5415 AUDIT FEES	.00	13,190.99	13,191.00	.01	100.0
01-40-5416 PASSPORT EXPENSES	.00	57.16	1,000.00	942.84	5.7
01-40-5425 COUNTY TREASURER'S FEE	1.47	12,375.14	12,438.00	62.86	99.5
01-40-5426 PROPERTY/SALES TAX REBATE	.00	874.52	1,000.00	125.48	87.5
01-40-5700 MISC. EXPENSE	387.18	5,587.61	10,000.00	4,412.39	55.9
01-40-5701 BANK FEES	973.75	19,900.46	11,000.00	(8,900.46)	180.9
01-40-5705 MILEAGE	949.00	5,488.67	5,000.00	(488.67)	109.8
01-40-5720 CONTINGENCIES	.00	.00	25,000.00	25,000.00	.0
TOTAL ADMINISTRATION	105,960.24	869,780.39	1,173,151.00	303,370.61	74.1

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	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>BOARD OF TRUSTEES</u>					
01-41-5001 SALARIES & WAGES	1,326.92	14,596.18	18,750.00	4,153.82	77.9
01-41-5030 MAYOR AND BOARD SALARIES	2,216.00	21,560.00	26,592.00	5,032.00	81.1
01-41-5060 PAYROLL TAXES	266.93	2,727.56	3,469.00	741.44	78.6
01-41-5065 WORKERS COMP	2.34	33.75	150.00	116.25	22.5
01-41-5066 HEALTH INSURANCE	190.74	1,836.91	2,527.00	690.09	72.7
01-41-5067 DEFERRED COMP	66.34	729.74	1,073.00	343.26	68.0
01-41-5068 MEDICAL SAVINGS	6.24	62.40	102.00	39.60	61.2
01-41-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	500.00	500.00	.0
01-41-5201 COMPUTER / TECHNOLOGY	.00	5,914.00	10,000.00	4,086.00	59.1
01-41-5210 OPERATING SUPPLIES	.00	63.49	2,000.00	1,936.51	3.2
01-41-5212 FURNISHINGS	.00	8,405.52	11,500.00	3,094.48	73.1
01-41-5230 ELECTIONS	10.17	10.17	15,000.00	14,989.83	.1
01-41-5320 PROPERTY & LIABILITY INSURANCE	604.57	2,568.45	2,982.00	413.55	86.1
01-41-5330 TRAINING	419.58	6,448.41	15,000.00	8,551.59	43.0
01-41-5331 DUES & SUBSCRIPTIONS	.00	942.99	1,000.00	57.01	94.3
01-41-5340 PUBLISHED NOTICES	113.19	1,027.36	2,500.00	1,472.64	41.1
01-41-5341 ORDINANCE CODIFICATION	.00	2,593.91	6,500.00	3,906.09	39.9
01-41-5347 COMMUNITY CONTRIBUTIONS	.00	15,600.00	24,000.00	8,400.00	65.0
01-41-5430 RECORDING FEES	.00	705.00	4,000.00	3,295.00	17.6
01-41-5700 MISC. EXPENSE	391.70	2,160.79	5,000.00	2,839.21	43.2
01-41-5841 BOARD OUTREACH ACTIVITIES	5,846.84	17,555.70	10,000.00	(7,555.70)	175.6
TOTAL BOARD OF TRUSTEES	11,461.56	105,542.33	162,645.00	57,102.67	64.9

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<u>POLICE</u>					
01-42-5001 SALARIES & WAGES	104,809.15	992,930.64	1,343,687.00	350,756.36	73.9
01-42-5016 MERIT	.00	.00	54,747.00	54,747.00	.0
01-42-5022 POLICE	.00	184.00	.00	(184.00)	.0
01-42-5050 CLEANING	1,184.62	5,330.79	6,000.00	669.21	88.9
01-42-5055 OVERTIME	2,012.88	42,066.94	25,000.00	(17,066.94)	168.3
01-42-5060 PAYROLL TAXES	2,354.75	24,257.90	29,536.00	5,278.10	82.1
01-42-5065 WORKERS COMP	2,874.47	30,984.68	20,000.00	(10,984.68)	154.9
01-42-5066 HEALTH INSURANCE	15,735.88	136,154.92	198,509.00	62,354.08	68.6
01-42-5067 DEFERRED COMP	207.68	3,402.60	5,000.00	1,597.40	68.1
01-42-5068 MEDICAL SAVINGS	171.18	1,707.26	4,000.00	2,292.74	42.7
01-42-5069 FPPA	8,073.66	76,636.94	106,339.00	29,702.06	72.1
01-42-5071 D&D	2,870.62	27,248.85	36,496.00	9,247.15	74.7
01-42-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	5,546.78	7,500.00	1,953.22	74.0
01-42-5200 OFFICE SUPPLIES	18.40	688.05	4,000.00	3,311.95	17.2
01-42-5201 COMPUTER / TECHNOLOGY	345.37	23,435.16	26,125.00	2,689.84	89.7
01-42-5203 UNIFORMS	.00	119.00	400.00	281.00	29.8
01-42-5210 OPERATING SUPPLIES	702.08	4,737.31	17,000.00	12,262.69	27.9
01-42-5215 REPAIR & MAINTENANCE	82.62	2,858.19	17,500.00	14,641.81	16.3
01-42-5216 FLEET R&M	1,135.32	8,396.09	20,000.00	11,603.91	42.0
01-42-5253 GAS & OIL	3,181.94	27,368.28	25,000.00	(2,368.28)	109.5
01-42-5254 UNIFORMS & TOOLS	2,017.84	21,528.71	17,800.00	(3,728.71)	121.0
01-42-5255 EQUIPMENT	16,526.68	48,678.02	66,710.00	18,031.98	73.0
01-42-5300 TELEPHONES	1,123.57	10,651.23	15,480.00	4,828.77	68.8
01-42-5305 UTILITIES	843.85	6,466.49	10,000.00	3,533.51	64.7
01-42-5310 TRASH REMOVAL	26.44	256.90	3,000.00	2,743.10	8.6
01-42-5315 COPIER EXPENSE	174.74	1,638.69	1,750.00	111.31	93.6
01-42-5320 GENERAL LIABILITY INSURANCE	8,464.02	36,458.63	45,992.00	9,533.37	79.3
01-42-5325 INTERNET/WEBSITE EXPENSE	132.45	1,189.55	.00	(1,189.55)	.0
01-42-5330 TRAINING	2,704.00	17,141.87	18,300.00	1,158.13	93.7
01-42-5331 DUES & MEMBERSHIPS	(83.34)	11,499.03	10,460.00	(1,039.03)	109.9
01-42-5332 TUITION REIMBURSEMENT	.00	1,714.00	6,000.00	4,286.00	28.6
01-42-5343 CONTRACTUAL SERVICES	.00	34,704.32	30,841.00	(3,863.32)	112.5
01-42-5346 ANIMAL IMPOUND FEE	385.00	4,285.00	4,000.00	(285.00)	107.1
01-42-5347 COMMUNITY CONTRACT SERVICES	.00	4,590.90	12,000.00	7,409.10	38.3
01-42-5348 PEST CONTROL	.00	.00	10,000.00	10,000.00	.0
01-42-5349 WELLNESS PROGRAM	90.00	420.00	.00	(420.00)	.0
01-42-5350 LAB FEES	.00	.00	2,000.00	2,000.00	.0
01-42-5400 LEGAL FEES	.00	.00	15,000.00	15,000.00	.0
01-42-5500 CAPITAL OUTLAY	.00	26,125.57	.00	(26,125.57)	.0
01-42-5700 MISC. EXPENSE	16.41	3,853.16	7,000.00	3,146.84	55.1
TOTAL POLICE	178,182.28	1,645,256.45	2,223,172.00	577,915.55	74.0

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<u>COMMUNITY DEVELOPMENT</u>					
01-43-5001 SALARIES & WAGES	16,617.72	217,477.99	265,160.00	47,682.01	82.0
01-43-5055 OVERTIME	.00	.00	1,000.00	1,000.00	.0
01-43-5060 PAYROLL TAXES	1,251.23	16,521.38	20,361.00	3,839.62	81.1
01-43-5065 WORKERS COMP	17.20	245.71	700.00	454.29	35.1
01-43-5066 HEALTH INSURANCE	2,483.50	29,745.89	82,844.00	53,098.11	35.9
01-43-5067 DEFERRED COMP	830.88	10,843.06	21,559.00	10,715.94	50.3
01-43-5068 MEDICAL SAVINGS	41.66	772.82	464.00	(308.82)	166.6
01-43-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	500.00	500.00	.0
01-43-5200 OFFICE SUPPLIES	.00	132.40	750.00	617.60	17.7
01-43-5201 COMPUTER / TECHNOLOGY	694.99	6,527.15	10,000.00	3,472.85	65.3
01-43-5203 UNIFORMS	.00	364.56	800.00	435.44	45.6
01-43-5212 FURNISHINGS	.00	.00	5,000.00	5,000.00	.0
01-43-5300 TELEPHONE	63.54	1,114.68	1,200.00	85.32	92.9
01-43-5320 PROPERTY & LIABILITY INSURANCE	2,418.30	10,273.91	11,928.00	1,654.09	86.1
01-43-5330 TRAINING	918.32	1,921.10	10,000.00	8,078.90	19.2
01-43-5331 DUES & MEMBERSHIPS	.00	879.00	2,000.00	1,121.00	44.0
01-43-5410 CONSULTANTS	1,331.25	18,408.62	25,000.00	6,591.38	73.6
01-43-5411 ANNEXATIONS & REZONING EXPENSE	.00	.00	30,000.00	30,000.00	.0
01-43-5421 ECONOMIC DEVELOPMENT OUTREACH	.00	.00	20,000.00	20,000.00	.0
01-43-5460 BUILDING INSPECTIONS	29,507.80	420,548.69	641,862.00	221,313.31	65.5
01-43-5700 MISC.	216.36	1,161.18	1,500.00	338.82	77.4
TOTAL COMMUNITY DEVELOPMENT	56,392.75	736,938.14	1,152,628.00	415,689.86	63.9

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<u>STREETS</u>					
01-44-5001 SALARIES & WAGES	15,753.61	189,204.13	233,605.00	44,400.87	81.0
01-44-5050 CLEANING	190.31	1,522.48	.00	(1,522.48)	.0
01-44-5055 OVERTIME	233.56	3,099.28	9,000.00	5,900.72	34.4
01-44-5060 PAYROLL TAXES	1,207.19	14,484.19	18,559.00	4,074.81	78.0
01-44-5065 WORKERS COMPENSATION	522.28	7,589.78	7,750.00	160.22	97.9
01-44-5066 HEALTH INSURANCE	2,783.96	31,229.86	33,339.00	2,109.14	93.7
01-44-5067 DEFERRED COMP	665.96	8,414.75	4,533.00	(3,881.75)	185.6
01-44-5068 MEDICAL SAVINGS	66.66	716.40	500.00	(216.40)	143.3
01-44-5075 EMPLOYMENT/RECRUITMENT EXPENSE	71.87	2,067.48	2,000.00	(67.48)	103.4
01-44-5201 COMPUTER / TECHNOLOGY	.00	13,194.25	20,000.00	6,805.75	66.0
01-44-5203 UNIFORMS	.00	1,762.48	2,250.00	487.52	78.3
01-44-5210 OPERATING SUPPLIES	47.96	2,627.33	4,000.00	1,372.67	65.7
01-44-5212 FURNISHINGS	.00	.00	5,000.00	5,000.00	.0
01-44-5215 REPAIRS & MAINTENANCE	.00	5,402.76	.00	(5,402.76)	.0
01-44-5216 FLEET R&M	945.77	30,415.21	40,000.00	9,584.79	76.0
01-44-5251 SHOP REPAIRS	.00	(494.77)	.00	494.77	.0
01-44-5252 STREET SIGNS	.00	331.74	.00	(331.74)	.0
01-44-5253 GAS & OIL	2,035.44	18,456.26	20,000.00	1,543.74	92.3
01-44-5254 TOOLS	.00	7,026.46	20,000.00	12,973.54	35.1
01-44-5255 SAFETY EQUIPMENT	1,054.92	2,417.41	3,500.00	1,082.59	69.1
01-44-5300 TELEPHONE	215.56	2,340.39	2,500.00	159.61	93.6
01-44-5305 UTILITIES	(680.90)	28,925.85	35,000.00	6,074.15	82.7
01-44-5310 TRASH REMOVAL	.00	120.76	.00	(120.76)	.0
01-44-5320 PROPERTY & LIABILITY INSURANCE	7,557.18	32,105.94	37,276.00	5,170.06	86.1
01-44-5330 TRAINING	300.00	2,443.58	5,000.00	2,556.42	48.9
01-44-5331 DUES & MEMBERSHIPS	430.00	1,193.02	2,000.00	806.98	59.7
01-44-5360 STREET SWEEPING	.00	6,352.50	.00	(6,352.50)	.0
01-44-5363 WEED CONTROL	.00	734.36	3,000.00	2,265.64	24.5
01-44-5364 SNOW REMOVAL	8,308.80	59,895.97	100,000.00	40,104.03	59.9
01-44-5369 EQUIPMENT RENTAL	17,137.49	25,270.75	48,650.00	23,379.25	51.9
01-44-5500 CAPITAL OUTLAY	.00	6,000.00	.00	(6,000.00)	.0
01-44-5502 CAPITAL OUTLAY--EQUIPMENT	388.90	107,062.57	250,000.00	142,937.43	42.8
01-44-5700 MISC. EXPENSE	.00	134.88	4,000.00	3,865.12	3.4
01-44-5720 CONTINGENCY	.00	.00	10,000.00	10,000.00	.0
TOTAL STREETS	59,236.52	612,048.05	921,462.00	309,413.95	66.4

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<u>PARKS</u>					
01-45-5001 SALARIES & WAGES	18,046.07	185,083.73	222,258.00	37,174.27	83.3
01-45-5055 OVERTIME	525.54	5,328.70	2,678.00	(2,650.70)	199.0
01-45-5060 PAYROLL TAXES	1,429.19	14,547.92	17,208.00	2,660.08	84.5
01-45-5065 WORKERS COMP	439.59	6,850.34	5,000.00	(1,850.34)	137.0
01-45-5066 HEALTH INSURANCE	2,785.54	29,152.47	28,992.00	(160.47)	100.6
01-45-5067 DEFERRED COMP	542.57	6,903.99	7,709.00	805.01	89.6
01-45-5068 MEDICAL SAVINGS	55.68	647.95	468.00	(179.95)	138.5
01-45-5075 EMPLOYMENT/RECRUITMENT EXPENSE	61.46	61.46	500.00	438.54	12.3
01-45-5203 UNIFORMS	.00	1,021.40	.00	(1,021.40)	.0
01-45-5210 OPERATING SUPPLIES	277.66	8,048.82	6,000.00	(2,048.82)	134.2
01-45-5212 FURNISHINGS	.00	.00	5,000.00	5,000.00	.0
01-45-5215 REPAIRS & MAINTENANCE	21,750.00	43,612.12	63,000.00	19,387.88	69.2
01-45-5216 FLEET R&M	401.88	4,183.36	8,000.00	3,816.64	52.3
01-45-5253 GAS & OIL	726.74	6,601.23	5,000.00	(1,601.23)	132.0
01-45-5254 TOOLS	.00	1,596.80	1,350.00	(246.80)	118.3
01-45-5300 TELEPHONE	130.00	1,235.00	588.00	(647.00)	210.0
01-45-5305 UTILITIES	7,969.08	57,416.74	36,750.00	(20,666.74)	156.2
01-45-5310 TRASH REMOVAL	492.39	2,331.78	1,000.00	(1,331.78)	233.2
01-45-5320 PROPERTY & LIABILITY INSURANCE	3,022.87	12,842.37	14,911.00	2,068.63	86.1
01-45-5330 TRAINING	.00	2,466.25	750.00	(1,716.25)	328.8
01-45-5348 PEST CONTROL	4,292.20	24,361.40	33,000.00	8,638.60	73.8
01-45-5349 WELLNESS PROGRAM	15.00	84.75	.00	(84.75)	.0
01-45-5363 WEED CONTROL	.00	2,296.77	5,000.00	2,703.23	45.9
01-45-5369 EQUIPMENT RENTAL	.00	.00	1,000.00	1,000.00	.0
01-45-5370 LANDSCAPING	4,878.64	11,076.47	32,000.00	20,923.53	34.6
01-45-5371 TREE MAINTENANCE	.00	14,570.00	20,000.00	5,430.00	72.9
01-45-5372 IRRIGATION SYSTEM	418.00	6,264.32	5,000.00	(1,264.32)	125.3
 TOTAL PARKS	 68,260.10	 448,586.14	 523,162.00	 74,575.86	 85.8

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<u>ENGINEERING</u>					
01-47-5001 SALARIES & WAGES	27,574.63	300,215.18	358,026.00	57,810.82	83.9
01-47-5050 CLEANING	.00	.00	6,000.00	6,000.00	.0
01-47-5055 OVERTIME	2,539.73	15,389.09	4,000.00	(11,389.09)	384.7
01-47-5060 PAYROLL TAXES	2,272.58	23,868.61	27,695.00	3,826.39	86.2
01-47-5065 WORKERS COMP	828.95	9,123.42	2,122.00	(7,001.42)	429.9
01-47-5066 HEALTH INSURANCE	3,794.06	32,988.43	23,227.00	(9,761.43)	142.0
01-47-5067 DEFERRED COMP	1,250.44	12,972.09	3,306.00	(9,666.09)	392.4
01-47-5068 MEDICAL SAVINGS	120.38	1,034.62	234.00	(800.62)	442.2
01-47-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	189.12	1,000.00	810.88	18.9
01-47-5201 COMPUTER/TECHNOLOGY	545.00	8,652.89	4,000.00	(4,652.89)	216.3
01-47-5203 UNIFORMS	999.82	1,982.81	1,000.00	(982.81)	198.3
01-47-5210 OPERATING SUPPLIES	194.44	1,468.21	3,000.00	1,531.79	48.9
01-47-5212 FURNISHINGS	.00	.00	3,000.00	3,000.00	.0
01-47-5215 REPAIRS & MAINTENANCE	.00	54,375.31	20,000.00	(34,375.31)	271.9
01-47-5216 REPAIR & MAINTENANCE--FLEET	.00	787.83	5,000.00	4,212.17	15.8
01-47-5253 GAS & OIL	411.68	3,982.40	3,000.00	(982.40)	132.8
01-47-5300 TELEPHONE	286.04	3,715.71	2,400.00	(1,315.71)	154.8
01-47-5305 UTILITIES	376.15	847.33	1,500.00	652.67	56.5
01-47-5310 TRASH	63.40	2,574.73	1,500.00	(1,074.73)	171.7
01-47-5315 COPIER EXPENSES	.00	(33.00)	900.00	933.00	(3.7)
01-47-5320 PROPERTY & LIABILITY INSURANCE	1,511.44	6,421.21	7,455.00	1,033.79	86.1
01-47-5330 TRAINING	.00	2,028.55	5,000.00	2,971.45	40.6
01-47-5331 DUES & SUBSCRIPTIONS	.00	540.00	1,500.00	960.00	36.0
01-47-5405 ENGINEERING FEES	2,325.30	15,831.08	55,000.00	39,168.92	28.8
01-47-5700 MISC. EXPENSE	.00	318.80	5,000.00	4,681.20	6.4
TOTAL ENGINEERING	45,094.04	499,274.42	544,865.00	45,590.58	91.6

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<u>MUNICIPAL COURT</u>					
01-48-5001 SALARIES & WAGES	3,403.72	37,374.81	47,350.00	9,975.19	78.9
01-48-5040 JUDGE	1,000.00	9,000.00	18,400.00	9,400.00	48.9
01-48-5055 OVERTIME	.00	.00	600.00	600.00	.0
01-48-5060 PAYROLL TAXES	257.57	2,837.67	5,076.00	2,238.33	55.9
01-48-5065 WORKERS COMP	3.54	45.04	1,153.00	1,107.96	3.9
01-48-5066 HEALTH INSURANCE	621.08	5,928.61	10,020.00	4,091.39	59.2
01-48-5067 DEFERRED COMP	66.34	1,483.06	2,429.00	945.94	61.1
01-48-5068 MEDICAL SAVINGS	6.24	62.40	104.00	41.60	60.0
01-48-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	500.00	500.00	.0
01-48-5201 COMPUTER/TECHNOLOGY	148.40	1,606.00	3,000.00	1,394.00	53.5
01-48-5203 UNIFORMS	.00	.00	200.00	200.00	.0
01-48-5300 TELEPHONE	50.71	456.10	720.00	263.90	63.4
01-48-5320 PROPERTY & LIABILITY INSURANCE	604.57	2,568.45	2,982.00	413.55	86.1
01-48-5330 TRAINING	.00	.00	500.00	500.00	.0
01-48-5331 DUES & MEMBERSHIPS	.00	22.00	500.00	478.00	4.4
01-48-5455 PROSECUTING ATTORNEY	2,408.00	16,051.00	25,000.00	8,949.00	64.2
01-48-5456 PUBLIC DEFENDER	.00	.00	10,000.00	10,000.00	.0
01-48-5700 MISC. EXPENSE	.00	314.33	500.00	185.67	62.9
 TOTAL MUNICIPAL COURT	 8,570.17	 77,749.47	 129,034.00	 51,284.53	 60.3

TOWN OF MEAD
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GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMUNITY ENGAGEMENT</u>					
01-49-5001 SALARIES & WAGES	12,453.14	130,010.16	144,220.00	14,209.84	90.2
01-49-5055 OVERTIME	.00	674.12	5,000.00	4,325.88	13.5
01-49-5060 PAYROLL TAXES	922.77	9,714.65	11,415.00	1,700.35	85.1
01-49-5065 WORKERS COMP	119.81	1,463.71	3,379.00	1,915.29	43.3
01-49-5066 HEALTH INSURANCE	1,903.74	17,440.52	16,987.00	(453.52)	102.7
01-49-5067 DEFERRED COMP	512.16	4,411.71	1,325.00	(3,086.71)	333.0
01-49-5068 MEDICAL SAVINGS	49.16	391.60	208.00	(183.60)	188.3
01-49-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	408.76	1,500.00	1,091.24	27.3
01-49-5201 COMPUTER/TECHNOLOGY	.00	2,831.27	2,500.00	(331.27)	113.3
01-49-5202 PRINTING EXPENSE	574.09	4,759.32	10,000.00	5,240.68	47.6
01-49-5203 UNIFORMS	.00	.00	1,000.00	1,000.00	.0
01-49-5205 POSTAGE	799.56	799.56	2,500.00	1,700.44	32.0
01-49-5220 TOWN DECORATIONS	.00	1,439.20	10,000.00	8,560.80	14.4
01-49-5236 COMMUNITY ENGAGEMENT	1,228.42	7,582.36	8,500.00	917.64	89.2
01-49-5260 RECREATION PROGRAMS	884.74	43,801.25	52,320.00	8,518.75	83.7
01-49-5261 COMMUNITY DAY	4,150.54	39,805.56	41,600.00	1,794.44	95.7
01-49-5262 TOWN EVENTS	4,761.00	46,729.64	59,500.00	12,770.36	78.5
01-49-5265 SENIOR EVENTS	634.46	7,560.22	13,550.00	5,989.78	55.8
01-49-5300 TELEPHONE	68.00	640.00	960.00	320.00	66.7
01-49-5320 GENERAL LIABILITY INSURANCE	2,418.30	10,273.91	12,151.00	1,877.09	84.6
01-49-5330 TRAINING	656.29	1,213.29	2,500.00	1,286.71	48.5
01-49-5331 DUES/MEMBERSHIPS	52.00	6,196.95	5,000.00	(1,196.95)	123.9
01-49-5349 WELLNESS PROGRAM	935.37	7,432.85	15,000.00	7,567.15	49.6
01-49-5382 SCHOLARSHIPS	.00	.00	1,500.00	1,500.00	.0
01-49-5401 CONSULTANTS	2,610.00	9,360.00	25,000.00	15,640.00	37.4
01-49-5700 MISC. EXPENSE	204.12	31,454.57	21,500.00	(9,954.57)	146.3
TOTAL COMMUNITY ENGAGEMENT	35,937.67	386,395.18	469,115.00	82,719.82	82.4
<u>NON-DEPARTMENTAL</u>					
01-90-5016 SALARY ADJUSTMENTS	.00	.00	30,000.00	30,000.00	.0
01-90-5804 TRANSFER TO STREET IMPVT FD	.00	281,250.00	375,000.00	93,750.00	75.0
01-90-8151 SPECIAL PROJECTS	14,377.00	14,377.00	75,000.00	60,623.00	19.2
01-90-8155 ARPA BROADBAND	91.50	16,933.53	1,164,136.00	1,147,202.47	1.5
01-90-8910 CONTINGENCY	.00	.00	355,616.00	355,616.00	.0
TOTAL NON-DEPARTMENTAL	14,468.50	312,560.53	1,999,752.00	1,687,191.47	15.6
TOTAL FUND EXPENDITURES	583,563.83	5,694,131.10	9,298,986.00	3,604,854.90	61.2
NET REVENUE OVER EXPENDITURES	58,192.19	2,995,429.47	6.00	(2,995,423.47)	49923

TOWN OF MEAD
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STREET IMPROVEMENT FUND

ASSETS

04-01-0100	COMBINED CASH	1,305,321.43	
	TOTAL ASSETS		1,305,321.43

LIABILITIES AND EQUITY

LIABILITIES

04-02-2005	RETAINAGE PAYABLE	23,609.61	
	TOTAL LIABILITIES		23,609.61

FUND EQUITY

UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	1,281,711.82		
BALANCE - CURRENT DATE		1,281,711.82	
TOTAL FUND EQUITY			1,281,711.82
TOTAL LIABILITIES AND EQUITY			1,305,321.43

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
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STREET IMPROVEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 10</u>					
04-10-4005 HIGHWAY USERS TAX	41,970.20	199,705.01	.00	(199,705.01)	.0
04-10-4010 SALES TAX	192,373.22	1,222,690.26	1,670,723.00	448,032.74	73.2
04-10-4030 BUILDING USE TAX	16,483.63	493,441.75	557,715.00	64,273.25	88.5
TOTAL SOURCE 10	250,827.05	1,915,837.02	2,228,438.00	312,600.98	86.0
<u>SOURCE 16</u>					
04-16-4601 TRANSFER FROM GF	.00	281,250.00	375,000.00	93,750.00	75.0
TOTAL SOURCE 16	.00	281,250.00	375,000.00	93,750.00	75.0
TOTAL FUND REVENUE	250,827.05	2,197,087.02	2,603,438.00	406,350.98	84.4
<u>EXPENDITURES--STREET IMP FUND</u>					
04-44-5215 REPAIRS & MAINTENANCE--STREETS	8,464.75	178,699.58	100,000.00	(78,699.58)	178.7
04-44-5250 ASPHALT/STREET PATCHING	320,128.31	327,980.31	50,000.00	(277,980.31)	656.0
04-44-5252 STREET SIGNS & MARKERS	3,085.00	13,037.31	40,000.00	26,962.69	32.6
04-44-5360 STREET SWEEPING	.00	5,040.00	.00	(5,040.00)	.0
04-44-5361 DUST CONTROL	2,643.00	35,251.58	40,000.00	4,748.42	88.1
04-44-5362 GRAVEL	.00	.00	35,000.00	35,000.00	.0
04-44-5365 REPAIR & MAINTENANCE--SEALCOAT	302,278.26	302,278.26	750,000.00	447,721.74	40.3
04-44-5366 REPAIR & MAINTENANCE--DRAINAGE	.00	1,101.89	10,000.00	8,898.11	11.0
04-44-5367 STREET STRIPING	.00	32,609.72	75,000.00	42,390.28	43.5
04-44-5369 REPAIR & MAINTENANCE--BRIDGES	.00	.00	100,000.00	100,000.00	.0
04-44-5405 ENGINEERING FEES	300.00	19,376.55	100,000.00	80,623.45	19.4
04-44-5720 CONTINGENCY	.00	.00	803,438.00	803,438.00	.0
04-44-8151 SPECIAL PROJECTS	.00	.00	500,000.00	500,000.00	.0
TOTAL EXPENDITURES--STREET IMP FUND	636,899.32	915,375.20	2,603,438.00	1,688,062.80	35.2
TOTAL FUND EXPENDITURES	636,899.32	915,375.20	2,603,438.00	1,688,062.80	35.2
NET REVENUE OVER EXPENDITURES	(386,072.27)	1,281,711.82	.00	(1,281,711.82)	.0

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CONSERVATION TRUST FUND

ASSETS

05-01-0100	CASH IN COMMON - CTF	44,827.78	
	TOTAL ASSETS		44,827.78

LIABILITIES AND EQUITY

FUND EQUITY

05-02-3001	FUND BALANCE	64,322.85	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	(19,495.07)	
	BALANCE - CURRENT DATE	(19,495.07)	
	TOTAL FUND EQUITY		44,827.78
	TOTAL LIABILITIES AND EQUITY		44,827.78

TOWN OF MEAD
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CONSERVATION TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>LOTTERY REVENUE</u>					
05-17-4630	LOTTERY REVENUE	.00	44,759.39	60,000.00	15,240.61	74.6
	TOTAL LOTTERY REVENUE	.00	44,759.39	60,000.00	15,240.61	74.6
	<u>MISCELLANEOUS REVENUE</u>					
05-18-4619	INTEREST & DIVIDEND INCOME	117.79	634.24	20.00	(614.24)	3171.2
	TOTAL MISCELLANEOUS REVENUE	117.79	634.24	20.00	(614.24)	3171.2
	TOTAL FUND REVENUE	117.79	45,393.63	60,020.00	14,626.37	75.6
05-45-5506	CAPITAL OUTLAY--PARKS & EQUIP	22,795.70	64,888.70	106,000.00	41,111.30	61.2
	TOTAL DEPARTMENT 45	22,795.70	64,888.70	106,000.00	41,111.30	61.2
	TOTAL FUND EXPENDITURES	22,795.70	64,888.70	106,000.00	41,111.30	61.2
	NET REVENUE OVER EXPENDITURES	(22,677.91)	(19,495.07)	(45,980.00)	(26,484.93)	(42.4)

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SEWER FUND

ASSETS

06-01-0100	COMBINED CASH	1,578,884.18	
06-01-1305	ACCUM DEPRECIATION - PLANT & E	(3,228,332.32)	
06-01-1306	A/R-UTILITY BILLING	97,815.08	
06-01-1501	LAND - SF OP	294,834.95	
06-01-1502	LAND IMPROV. - SF OP	322,159.37	
06-01-1503	SEWER LINES	1,025,308.44	
06-01-1504	BUILDING - SF OP	281,750.60	
06-01-1506	MACH. & EQUIP. - SF OP	179,757.28	
06-01-1507	TREATMENT PLANT - SF NON OP	6,496,730.44	
06-01-1510	CONSTRUCTION IN PROGRESS	5,794.00	
	TOTAL ASSETS		7,054,702.02

LIABILITIES AND EQUITY

LIABILITIES

06-02-2005	RETAINAGE PAYABLE	8,692.99	
06-02-2200	LOAN PAYABLE CWRPDA--LT	1,471,196.31	
06-02-2201	LOAN PAYABLE CWRPDA--CURRENT	76,793.89	
06-02-2300	EMPLOYEE PENSION PAYABLE	500.49	
06-02-2310	EMPLOYEE HEALTH INS. PAYABLE	1,283.57	
06-02-2312	WORKERS COMP INSURANCE PAYABLE	640.78	
06-02-2314	401(A) CONTRIBUTIONS PAYABLE	269.38	
06-02-2400	FED. WITHHOLDING TAX PAYABLE	716.77	
06-02-2401	SOCIAL SECURITY TAX PAYABLE	711.46	
06-02-2402	MEDICARE TAX PAYABLE	177.74	
06-02-2403	STATE WITHHOLDING TAX PAYABLE	469.75	
06-02-2404	STATE UNEMPLOYMENT TAX PAYABLE	23.59	
06-02-2410	MISC PAYROLL PAYABLE	4,545.49	
06-02-2500	ACC'D COMPENSATED ABS--CURRENT	906.96	
06-02-2501	ACCR'D COMPENSATED ABSENCES-LT	8,162.64	
06-02-2502	ACCRUED INT PAYABLE--CWRPDA	22,510.35	
06-02-2601	BOND PREMIUM--UNAMORTIZED	53,756.12	
	TOTAL LIABILITIES		1,651,358.28

FUND EQUITY

06-02-3001	FUND BALANCE	4,566,212.44	
	UNAPPROPRIATED FUND BALANCE:		
06-02-3010	CONTRIBUTIONS FROM DEVELOPERS	15,000.00	
06-02-3020	CONTRIBUTIONS SEWER TAPS	425,400.00	
	REVENUE OVER EXPENDITURES - YTD	396,731.30	
	BALANCE - CURRENT DATE	837,131.30	
	TOTAL FUND EQUITY		5,403,343.74
	TOTAL LIABILITIES AND EQUITY		7,054,702.02

TOWN OF MEAD
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SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CHARGES FOR SERVICES</u>					
06-11-4150 SEWER USER FEES	78,647.02	752,407.53	888,667.00	136,259.47	84.7
06-11-4160 SEWER LATE/NSF FEES	1,310.00	13,071.34	18,092.00	5,020.66	72.3
06-11-4165 SEWER TAP FEES	568,020.00	1,241,276.00	480,745.00	(760,531.00)	258.2
TOTAL CHARGES FOR SERVICES	647,977.02	2,006,754.87	1,387,504.00	(619,250.87)	144.6
<u>MISCELLANEOUS REVENUE</u>					
06-18-4619 INTEREST & DIVIDEND INCOME	4,148.76	15,027.85	1,000.00	(14,027.85)	1502.8
06-18-4620 MISC. INCOME	.00	.00	1,000.00	1,000.00	.0
TOTAL MISCELLANEOUS REVENUE	4,148.76	15,027.85	2,000.00	(13,027.85)	751.4
TOTAL FUND REVENUE	652,125.78	2,021,782.72	1,389,504.00	(632,278.72)	145.5
<u>ADMINISTRATION</u>					
06-40-5001 SALARIES & WAGES	11,567.36	121,907.31	159,981.00	38,073.69	76.2
06-40-5055 OVERTIME	675.36	4,303.17	2,000.00	(2,303.17)	215.2
06-40-5060 PAYROLL TAXES	879.73	9,404.76	12,392.00	2,987.24	75.9
06-40-5065 WORKERS COMP	268.34	3,077.73	2,186.00	(891.73)	140.8
06-40-5066 HEALTH INSURANCE	1,982.99	18,582.09	34,689.00	16,106.91	53.6
06-40-5067 DEFERRED COMP/RETIREMENT	543.91	5,434.55	7,153.00	1,718.45	76.0
06-40-5068 MEDICAL SAVINGS	43.26	439.97	274.00	(165.97)	160.6
06-40-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	500.00	500.00	.0
06-40-5201 COMPUTER / TECHNOLOGY	371.00	4,015.00	4,500.00	485.00	89.2
06-40-5205 POSTAGE	378.14	3,256.52	5,000.00	1,743.48	65.1
06-40-5254 UNIFORMS	.00	.00	914.00	914.00	.0
06-40-5300 TELEPHONE	78.51	780.06	720.00	(60.06)	108.3
06-40-5320 GENERAL LIABILITY INSURANCE	1,511.44	6,421.21	7,455.00	1,033.79	86.1
06-40-5331 DUES AND MEMBERSHIP	.00	1,000.00	828.00	(172.00)	120.8
06-40-5400 LEGAL FEES	778.09	7,030.40	9,720.00	2,689.60	72.3
06-40-5401 CONSULTING FEES	1,029.51	8,368.37	.00	(8,368.37)	.0
06-40-5405 ENGINEERING FEES	1,407.75	12,344.72	30,000.00	17,655.28	41.2
06-40-5410 PLANNING/CONSULTANTS	163.42	1,488.59	2,040.00	551.41	73.0
06-40-5415 AUDIT FEES	.00	6,595.50	6,596.00	.50	100.0
06-40-5460 ADMINISTRATIVE OVERHEAD	.00	4,911.00	6,539.00	1,628.00	75.1
06-40-5700 MISC. EXPENSE	.00	.00	500.00	500.00	.0
06-40-5701 BANK FEES	527.39	2,108.42	.00	(2,108.42)	.0
06-40-5705 MILEAGE	25.00	250.00	150.00	(100.00)	166.7
TOTAL ADMINISTRATION	22,231.20	221,719.37	294,137.00	72,417.63	75.4

TOWN OF MEAD
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SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS</u>					
06-47-5210 OPERATING SUPPLIES	404.00	1,009.12	1,500.00	490.88	67.3
06-47-5215 REPAIRS & MAINT	4,710.27	31,495.31	95,360.00	63,864.69	33.0
06-47-5227 CHEMICALS	.00	360.00	1,800.00	1,440.00	20.0
06-47-5231 SLUDGE DISPOSAL	909.23	45,665.11	97,850.00	52,184.89	46.7
06-47-5248 SEWER LINE REPAIRS	.00	.00	15,000.00	15,000.00	.0
06-47-5253 GAS & OIL	726.75	6,601.46	5,000.00	(1,601.46)	132.0
06-47-5305 UTILITIES	4,129.21	38,864.31	60,270.00	21,405.69	64.5
06-47-5310 TRASH	93.72	910.44	1,071.00	160.56	85.0
06-47-5363 WEED CONTROL	.00	.00	1,000.00	1,000.00	.0
06-47-5369 EQUIPMENT RENTAL	.00	.00	1,000.00	1,000.00	.0
06-47-5390 SEWER MAINT. CONTRACT	.00	45,799.89	57,750.00	11,950.11	79.3
06-47-5391 SEWER TESTING	.00	5,970.72	6,000.00	29.28	99.5
06-47-5392 LINE LOCATOR	.00	4,729.40	6,000.00	1,270.60	78.8
06-47-5393 STATE DISCHARGE PERMIT	.00	3,665.11	3,500.00	(165.11)	104.7
06-47-5394 SEWER LINE FLUSHING	.00	58,496.80	50,000.00	(8,496.80)	117.0
06-47-5500 CAPITAL OUTLAY	541,073.00	541,073.00	.00	(541,073.00)	.0
06-47-5551 CAPITAL OUTLAY--GRIT PUMPS/DIG	.00	61,176.00	.00	(61,176.00)	.0
06-47-5552 CAPITAL OUTLAY--WAS PUMPS	.00	2,266.00	.00	(2,266.00)	.0
06-47-5553 CAPITAL OUTLAY--PLC UPGRADES	.00	127,929.01	.00	(127,929.01)	.0
06-47-5556 CAPITAL OUTLAY--CIPP	.00	187,164.64	225,000.00	37,835.36	83.2
06-47-5557 CAPITAL OUTLAY-HEADWORKS MECH	3,710.00	35,001.21	400,000.00	364,998.79	8.8
06-47-5720 CONTINGENCIES	.00	.00	5,000.00	5,000.00	.0
TOTAL OPERATIONS	555,756.18	1,198,177.53	1,033,101.00	(165,076.53)	116.0
<u>DEPARTMENT 58</u>					
06-58-5809 TRF TO MUNICIPAL FACILITIES FD	.00	75,000.00	100,000.00	25,000.00	75.0
TOTAL DEPARTMENT 58	.00	75,000.00	100,000.00	25,000.00	75.0
<u>DEPARTMENT 98</u>					
06-98-9801 2007 CWRPDA LOAN--PRINCIPAL	.00	76,793.89	76,794.00	.11	100.0
06-98-9802 2007 CWRPDA LOAN--INTEREST	.00	53,360.63	53,361.00	.37	100.0
TOTAL DEPARTMENT 98	.00	130,154.52	130,155.00	.48	100.0
TOTAL FUND EXPENDITURES	577,987.38	1,625,051.42	1,557,393.00	(67,658.42)	104.3
NET REVENUE OVER EXPENDITURES	74,138.40	396,731.30	(167,889.00)	(564,620.30)	236.3

TOWN OF MEAD
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POLICE FUND

ASSETS

08-01-0100	CASH IN COMMON - POLICE	249,459.32	
	TOTAL ASSETS		249,459.32

LIABILITIES AND EQUITY

FUND EQUITY

08-02-3001	FUND BALANCE	132,471.97	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	116,987.35	
	BALANCE - CURRENT DATE	116,987.35	
	TOTAL FUND EQUITY		249,459.32
	TOTAL LIABILITIES AND EQUITY		249,459.32

TOWN OF MEAD
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POLICE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
08-11-4165 IMPACT FEES	11,475.62	135,613.87	196,101.00	60,487.13	69.2
TOTAL SOURCE 11	11,475.62	135,613.87	196,101.00	60,487.13	69.2
 <u>SOURCE 18</u>					
08-18-4619 INTEREST & DIVIDEND INCOME	655.49	2,293.25	25.00	(2,268.25)	9173.0
TOTAL SOURCE 18	655.49	2,293.25	25.00	(2,268.25)	9173.0
 TOTAL FUND REVENUE	 12,131.11	 137,907.12	 196,126.00	 58,218.88	 70.3
 <u>DEPARTMENT 42</u>					
08-42-5491 VEHICLE LEASE EXPENSES	2,119.38	20,919.77	41,120.00	20,200.23	50.9
08-42-5500 CAPITAL OUTLAY	.00	.00	9,725.00	9,725.00	.0
08-42-5511 CAPITAL OUTLAY--BLDGS & IMPVTS	.00	.00	200,000.00	200,000.00	.0
TOTAL DEPARTMENT 42	2,119.38	20,919.77	250,845.00	229,925.23	8.3
 TOTAL FUND EXPENDITURES	 2,119.38	 20,919.77	 250,845.00	 229,925.23	 8.3
 NET REVENUE OVER EXPENDITURES	 10,011.73	 116,987.35	 (54,719.00)	 (171,706.35)	 213.8

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MUNICIPAL FACILITIES FUND

ASSETS

09-01-0100	COMBINED CASH	3,063,129.76	
09-01-1309	LAND	5,000.00	
	TOTAL ASSETS		3,068,129.76

LIABILITIES AND EQUITY

LIABILITIES

09-02-2005	RETAINAGE PAYABLE	183,286.57	
	TOTAL LIABILITIES		183,286.57

FUND EQUITY

09-02-3003	FUND BALANCE-MUNICIPAL	4,866,547.06	
09-02-3004	FUND BALANCE-RECREATION	446,649.61	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	(2,428,353.48)	
	BALANCE - CURRENT DATE	(2,428,353.48)	
	TOTAL FUND EQUITY		2,884,843.19
	TOTAL LIABILITIES AND EQUITY		3,068,129.76

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MUNICIPAL FACILITIES FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>FEES</u>					
09-11-4165	IMPACT FEES	69,553.40	902,486.43	1,560,103.00	657,616.57	57.9
	TOTAL FEES	69,553.40	902,486.43	1,560,103.00	657,616.57	57.9
	<u>GRANTS</u>					
09-15-4545	GRANTS	89,976.95	351,474.76	350,000.00	(1,474.76)	100.4
	TOTAL GRANTS	89,976.95	351,474.76	350,000.00	(1,474.76)	100.4
	<u>SOURCE 16</u>					
09-16-4806	TRANSFER FROM SEWER FUND	.00	75,000.00	100,000.00	25,000.00	75.0
	TOTAL SOURCE 16	.00	75,000.00	100,000.00	25,000.00	75.0
	<u>MISCELLANEOUS REVENUE</u>					
09-18-4619	INTEREST & DIVIDEND INCOME	8,048.84	33,028.59	2,269.00	(30,759.59)	1455.7
	TOTAL MISCELLANEOUS REVENUE	8,048.84	33,028.59	2,269.00	(30,759.59)	1455.7
	TOTAL FUND REVENUE	167,579.19	1,361,989.78	2,012,372.00	650,382.22	67.7
	<u>ADMINISTRATION</u>					
09-40-5410	PLANNING/CONSULTANTS	.00	.00	100,000.00	100,000.00	.0
	TOTAL ADMINISTRATION	.00	.00	100,000.00	100,000.00	.0
	<u>DEPARTMENT 44</u>					
09-44-5602	LEASE PURCH PRIN--2021 TRUCK 2	.00	.00	38,287.00	38,287.00	.0
09-44-5603	LEASE PURCH INT--2021 TRUCK 2	.00	.00	4,956.00	4,956.00	.0
09-44-5604	2021 LEASE PURCH PRIN--TRUCK 1	.00	39,470.18	39,470.00	(.18)	100.0
09-44-5605	2021 LEASE PURCH INT--TRUCK 1	.00	3,773.00	3,773.00	.00	100.0
	TOTAL DEPARTMENT 44	.00	43,243.18	86,486.00	43,242.82	50.0

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MUNICIPAL FACILITIES FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>DEPARTMENT 45</u>					
09-45-5491	VEHICLE LEASE EXPENSES	5,362.86	45,324.18	45,047.00	(277.18)	100.6
	TOTAL DEPARTMENT 45	5,362.86	45,324.18	45,047.00	(277.18)	100.6
	<u>EXPENDITURES</u>					
09-50-5212	FURNISHINGS	346.97	65,906.97	50,000.00	(15,906.97)	131.8
09-50-5500	CAPITAL OUTLAY	5,209.64	5,209.64	350,000.00	344,790.36	1.5
09-50-5505	CAPITAL OUTLAY--OFFICE EQ	7,450.46	25,862.43	50,000.00	24,137.57	51.7
09-50-5511	CAPITAL OUTLAY--PW FACILITY	244,189.33	3,321,540.16	4,420,000.00	1,098,459.84	75.2
09-50-5512	CAPITAL OUTLAY--TH IMPRVMTS	.00	4,638.73	50,000.00	45,361.27	9.3
09-50-5720	CONTINGENCIES	.00	.00	663,000.00	663,000.00	.0
	TOTAL EXPENDITURES	257,196.40	3,423,157.93	5,583,000.00	2,159,842.07	61.3
	<u>DEPARTMENT 51</u>					
09-51-5500	CAPITAL OUTLAY	2,225.63	278,617.97	487,249.00	208,631.03	57.2
	TOTAL DEPARTMENT 51	2,225.63	278,617.97	487,249.00	208,631.03	57.2
	TOTAL FUND EXPENDITURES	264,784.89	3,790,343.26	6,301,782.00	2,511,438.74	60.2
	NET REVENUE OVER EXPENDITURES	(97,205.70)	(2,428,353.48)	(4,289,410.00)	(1,861,056.52)	(56.6)

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DOWNTOWN FUND

ASSETS

11-01-0100	COMBINED CASH	15,150.72	
	TOTAL ASSETS		15,150.72

LIABILITIES AND EQUITY

FUND EQUITY

11-02-3001	FUND BALANCE	32,133.03	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	(16,982.31)	
	BALANCE - CURRENT DATE	(16,982.31)	
	TOTAL FUND EQUITY		15,150.72
	TOTAL LIABILITIES AND EQUITY		15,150.72

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DOWNTOWN FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>MISCELLANEOUS REVENUE</u>					
11-18-4619	INTEREST & DIVIDEND INCOME	39.81	162.14	.00	(162.14)	.0
	TOTAL MISCELLANEOUS REVENUE	39.81	162.14	.00	(162.14)	.0
	TOTAL FUND REVENUE	39.81	162.14	.00	(162.14)	.0
	<u>ADMINISTRATION</u>					
11-40-5210	BANNERS & SIGNAGE	.00	421.50	8,652.00	8,230.50	4.9
11-40-5500	CAPITAL OUTLAY	.00	16,722.95	15,000.00	(1,722.95)	111.5
	TOTAL ADMINISTRATION	.00	17,144.45	23,652.00	6,507.55	72.5
	TOTAL FUND EXPENDITURES	.00	17,144.45	23,652.00	6,507.55	72.5
	NET REVENUE OVER EXPENDITURES	39.81	(16,982.31)	(23,652.00)	(6,669.69)	(71.8)

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STORM DRAINAGE FUND

ASSETS

13-01-0100	COMBINED CASH	49,557.38	
	TOTAL ASSETS		49,557.38

LIABILITIES AND EQUITY

FUND EQUITY

13-02-3001	FUND BALANCE	110,872.36	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	(61,314.98)	
	BALANCE - CURRENT DATE	(61,314.98)	
	TOTAL FUND EQUITY		49,557.38
	TOTAL LIABILITIES AND EQUITY		49,557.38

TOWN OF MEAD
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STORM DRAINAGE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>MISCELLANEOUS REVENUE</u>					
13-18-4619	INTEREST & DIVIDEND INCOME	130.22	581.24	150.00	(431.24)	387.5
	TOTAL MISCELLANEOUS REVENUE	130.22	581.24	150.00	(431.24)	387.5
	TOTAL FUND REVENUE	130.22	581.24	150.00	(431.24)	387.5
	<u>ADMINISTRATION</u>					
13-40-5500	CAPITAL OUTLAY	.00	11,646.22	25,000.00	13,353.78	46.6
	TOTAL ADMINISTRATION	.00	11,646.22	25,000.00	13,353.78	46.6
	<u>TRANSFERS OUT</u>					
13-90-5914	TRANSFER TO TRANSPORTATION FD	.00	50,250.00	67,001.00	16,751.00	75.0
	TOTAL TRANSFERS OUT	.00	50,250.00	67,001.00	16,751.00	75.0
	TOTAL FUND EXPENDITURES	.00	61,896.22	92,001.00	30,104.78	67.3
	NET REVENUE OVER EXPENDITURES	130.22	(61,314.98)	(91,851.00)	(30,536.02)	(66.8)

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TRANSPORTATION FUND

ASSETS

14-01-0100	COMBINED CASH	6,179,817.47	
	TOTAL ASSETS		6,179,817.47

LIABILITIES AND EQUITY

LIABILITIES

14-02-2005	RETAINAGE PAYABLE	78,926.83	
	TOTAL LIABILITIES		78,926.83

FUND EQUITY

14-02-3001	FUND BALANCE	3,405,248.02	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	2,695,642.62	
	BALANCE - CURRENT DATE	2,695,642.62	
	TOTAL FUND EQUITY		6,100,890.64
	TOTAL LIABILITIES AND EQUITY		6,179,817.47

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TRANSPORTATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>FEES</u>					
14-11-4165	IMPACT FEES	155,413.48	1,909,134.99	2,682,344.00	773,209.01	71.2
	TOTAL FEES	155,413.48	1,909,134.99	2,682,344.00	773,209.01	71.2
	<u>GRANTS</u>					
14-15-4570	GRANTS	.00	31,955.01	620,000.00	588,044.99	5.2
	TOTAL GRANTS	.00	31,955.01	620,000.00	588,044.99	5.2
	<u>SOURCE 16</u>					
14-16-4813	TRANSFER FROM STORM DRAINAGE	.00	50,250.00	67,001.00	16,751.00	75.0
14-16-4820	TRANSFER FROM MURA	.00	937,500.00	1,250,000.00	312,500.00	75.0
	TOTAL SOURCE 16	.00	987,750.00	1,317,001.00	329,251.00	75.0
	<u>MISCELLANEOUS REVENUE</u>					
14-18-4619	INTEREST & DIVIDEND INCOME	16,238.42	55,752.18	2,000.00	(53,752.18)	2787.6
	TOTAL MISCELLANEOUS REVENUE	16,238.42	55,752.18	2,000.00	(53,752.18)	2787.6
	<u>SOURCE 19</u>					
14-19-4941	P.I.L.O.CONSTRUCTION	9,600.00	9,600.00	.00	(9,600.00)	.0
	TOTAL SOURCE 19	9,600.00	9,600.00	.00	(9,600.00)	.0
	TOTAL FUND REVENUE	181,251.90	2,994,192.18	4,621,345.00	1,627,152.82	64.8

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TRANSPORTATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
14-40-5405 ENGINEERING FEES	.00	7,726.32	30,000.00	22,273.68	25.8
14-40-5500 CAPITAL OUTLAY--WELKER/3RD	36,831.50	152,421.20	4,525,000.00	4,372,578.80	3.4
14-40-5501 CAPITAL OUTLAY--SAFE RTE/STOSCH	.00	.00	400,000.00	400,000.00	.0
14-40-5505 CAPITAL OUTLAY--3RD ST. & TRAIL	.00	130,939.73	.00	(130,939.73)	.0
14-40-5562 CAPITAL OUTLAY-Y BRIDGE DESIGN	.00	.00	125,000.00	125,000.00	.0
14-40-5563 CAPITAL OUTLAY-Z BRIDGE DESIGN	.00	.00	125,000.00	125,000.00	.0
14-40-5564 CAPITAL OUTLAY--WING WALL	.00	6,835.00	100,000.00	93,165.00	6.8
14-40-5565 CAPITAL OUTLAY-SH66/CR7 UNDER	.00	.00	375,000.00	375,000.00	.0
14-40-5591 CAPITAL OUTLAY-X BRIDGE DESIGN	.00	.00	175,000.00	175,000.00	.0
14-40-5600 VEHICLE LEASE--CM	.00	627.31	.00	(627.31)	.0
14-40-5720 CONTINGENCIES	.00	.00	47,500.00	47,500.00	.0
TOTAL EXPENDITURES	36,831.50	298,549.56	5,902,500.00	5,603,950.44	5.1
TOTAL FUND EXPENDITURES	36,831.50	298,549.56	5,902,500.00	5,603,950.44	5.1
NET REVENUE OVER EXPENDITURES	144,420.40	2,695,642.62	(1,281,155.00)	(3,976,797.62)	210.4

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PARKS & OPEN SPACE

ASSETS

18-01-0100	CASH IN COMMON - PARKS & OPEN	1,705,546.08	
	TOTAL ASSETS		1,705,546.08

LIABILITIES AND EQUITY

LIABILITIES

18-02-2005	RETAINAGE PAYABLE	16,820.30	
	TOTAL LIABILITIES		16,820.30

FUND EQUITY

18-02-3001	FUND BALANCE	1,167,514.38	
18-02-3005	FUND BALANCE - OPEN SPACE	637,109.78	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	(115,898.38)	
	BALANCE - CURRENT DATE	(115,898.38)	
	TOTAL FUND EQUITY		1,688,725.78
	TOTAL LIABILITIES AND EQUITY		1,705,546.08

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PARKS & OPEN SPACE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>FEES</u>					
18-11-4165	IMPACT FEES	19,726.00	267,710.00	744,077.00	476,367.00	36.0
	TOTAL FEES	19,726.00	267,710.00	744,077.00	476,367.00	36.0
	<u>MISCELLANEOUS REVENUE</u>					
18-18-4527	GPCO GRANT--FISHING IS FUN	.00	89,625.00	.00	(89,625.00)	.0
18-18-4619	INTEREST & DIVIDEND INCOME	4,481.58	16,238.54	1,200.00	(15,038.54)	1353.2
	TOTAL MISCELLANEOUS REVENUE	4,481.58	105,863.54	1,200.00	(104,663.54)	8822.0
	TOTAL FUND REVENUE	24,207.58	373,573.54	745,277.00	371,703.46	50.1
	<u>ADMINISTRATION</u>					
18-40-5500	CAPITAL OUTLAY	58.30	453,786.19	400,000.00	(53,786.19)	113.5
18-40-5720	CONTINGENCIES	.00	.00	200,000.00	200,000.00	.0
	TOTAL ADMINISTRATION	58.30	453,786.19	600,000.00	146,213.81	75.6
	<u>DEPARTMENT 45</u>					
18-45-5500	CAPITAL OUTLAY	.00	18,333.00	18,333.00	.00	100.0
	TOTAL DEPARTMENT 45	.00	18,333.00	18,333.00	.00	100.0
	<u>CAPITAL PROJECTS</u>					
18-52-5500	CAPITAL OUTLAY	.00	17,352.73	168,000.00	150,647.27	10.3
	TOTAL CAPITAL PROJECTS	.00	17,352.73	168,000.00	150,647.27	10.3
	TOTAL FUND EXPENDITURES	58.30	489,471.92	786,333.00	296,861.08	62.3
	NET REVENUE OVER EXPENDITURES	24,149.28	(115,898.38)	(41,056.00)	74,842.38	(282.3)

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CAPITAL IMPROVEMENT FUND

ASSETS

19-01-0100	COMBINED CASH	933,606.17	
	TOTAL ASSETS		933,606.17

LIABILITIES AND EQUITY

FUND EQUITY

19-02-3001	FUND BALANCE	925,415.32	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	8,190.85	
	BALANCE - CURRENT DATE	8,190.85	
	TOTAL FUND EQUITY		933,606.17
	TOTAL LIABILITIES AND EQUITY		933,606.17

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CAPITAL IMPROVEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISCELLANEOUS REVENUE</u>					
19-18-4619 INTEREST & DIVIDEND INCOME	2,453.19	8,190.85	3,500.00	(4,690.85)	234.0
TOTAL MISCELLANEOUS REVENUE	2,453.19	8,190.85	3,500.00	(4,690.85)	234.0
 TOTAL FUND REVENUE	 2,453.19	 8,190.85	 3,500.00	 (4,690.85)	 234.0
NET REVENUE OVER EXPENDITURES	2,453.19	8,190.85	3,500.00	(4,690.85)	234.0

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MEAD URBAN RENEWAL AUTHORITY

ASSETS

20-01-0100	COMBINED CASH	3,405,119.10	
20-01-1250	PROPERTY TAX RECEIVABLE	2,419,438.00	
20-01-1301	A/R - MURA	610.60	
	TOTAL ASSETS		5,825,167.70

LIABILITIES AND EQUITY

LIABILITIES

20-02-2300	EMPLOYEE PENSION PAYABLE	488.60	
20-02-2310	EMPLOYEE HEALTH INS. PAYABLE	2,085.72	
20-02-2312	WORKERS COMP INSURANCE PAYABLE	470.12	
20-02-2314	401(A) CONTRIBUTIONS PAYABLE	1,346.95	
20-02-2400	FED. WITHHOLDING TAX PAYABLE	769.81	
20-02-2401	SOCIAL SECURITY TAX PAYABLE	526.16	
20-02-2402	MEDICARE TAX PAYABLE	179.86	
20-02-2403	STATE WITHHOLDING TAX PAYABLE	534.52	
20-02-2404	STATE UNEMPLOYMENT TAX PAYABLE	24.99	
20-02-2410	MISC PAYROLL PAYABLE	5,832.86	
20-02-2700	DEFERRED INFLOWS- PROPERTY TAX	2,419,438.00	
	TOTAL LIABILITIES		2,431,697.59

FUND EQUITY

20-02-3001	FUND BALANCE	3,518,577.66	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	(125,107.55)	
	BALANCE - CURRENT DATE	(125,107.55)	
	TOTAL FUND EQUITY		3,393,470.11
	TOTAL LIABILITIES AND EQUITY		5,825,167.70

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MEAD URBAN RENEWAL AUTHORITY

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>						
20-10-4050	TAX INCREMENT REVENUE (TIF)	.00	2,382,710.54	2,424,921.00	42,210.46	98.3
	TOTAL TAXES	.00	2,382,710.54	2,424,921.00	42,210.46	98.3
<u>FEES</u>						
20-11-4110	ADMINISTRATIVE FEE	.00	9,297.00	12,396.00	3,099.00	75.0
	TOTAL FEES	.00	9,297.00	12,396.00	3,099.00	75.0
<u>MISCELLANEOUS REVENUE</u>						
20-18-4619	INTEREST & DIVIDEND INCOME	8,947.47	36,950.71	3,153.00	(33,797.71)	1171.9
	TOTAL MISCELLANEOUS REVENUE	8,947.47	36,950.71	3,153.00	(33,797.71)	1171.9
	TOTAL FUND REVENUE	8,947.47	2,428,958.25	2,440,470.00	11,511.75	99.5
<u>ADMINISTRATION</u>						
20-40-5001	SALARIES & WAGES	13,072.73	146,701.36	177,730.00	31,028.64	82.5
20-40-5055	OVERTIME	.00	.89	.00	(.89)	.0
20-40-5060	PAYROLL TAXES	731.65	10,586.03	13,596.00	3,009.97	77.9
20-40-5065	WORKERS COMP	101.90	1,201.02	550.00	(651.02)	218.4
20-40-5066	HEALTH INSURANCE	1,772.98	17,855.88	22,050.00	4,194.12	81.0
20-40-5067	DEFERRED COMP/RETIREMENT	869.84	9,646.15	2,281.00	(7,365.15)	422.9
20-40-5068	MEDICAL SAVINGS	39.62	443.00	117.00	(326.00)	378.6
20-40-5100	TIF REVENUE SHARING	.00	1,347,757.32	1,396,953.00	49,195.68	96.5
20-40-5300	TELEPHONE	36.50	365.00	100.00	(265.00)	365.0
20-40-5320	GENERAL LIABILITY INSURANCE	604.57	2,568.45	2,982.00	413.55	86.1
20-40-5400	LEGAL FEES	164.00	4,684.53	40,000.00	35,315.47	11.7
20-40-5401	CONSULTING FEES	916.94	7,495.38	40,000.00	32,504.62	18.7
20-40-5415	AUDIT FEES	.00	2,198.50	2,199.00	.50	100.0
20-40-5425	COUNTY TREASURER'S FEE	.00	35,740.52	36,374.00	633.48	98.3
20-40-5427	TIF ADVANCE	.00	.00	1,000,000.00	1,000,000.00	.0
20-40-5500	CAPITAL OUTLAY	.00	27,232.71	33,333.00	6,100.29	81.7
20-40-5700	MISC. EXPENSE	.00	839.06	.00	(839.06)	.0
20-40-5705	MILEAGE	125.00	1,250.00	.00	(1,250.00)	.0
20-40-5914	TRANSFER TO TRANSPORTATION FD	.00	937,500.00	1,250,000.00	312,500.00	75.0
	TOTAL ADMINISTRATION	18,435.73	2,554,065.80	4,018,265.00	1,464,199.20	63.6
	TOTAL FUND EXPENDITURES	18,435.73	2,554,065.80	4,018,265.00	1,464,199.20	63.6

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2022

Section 4, Item b.

MEAD URBAN RENEWAL AUTHORITY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	(9,488.26)	(125,107.55)	(1,577,795.00)	(1,452,687.45)	(7.9)

TOWN OF MEAD
BALANCE SHEET
OCTOBER 31, 2022

Section 4, Item b.

ART IN PUBLIC PLACES FUND

ASSETS

21-01-0100	COMBINED CASH	(1,740.37)	
	TOTAL ASSETS		(1,740.37)

LIABILITIES AND EQUITY

LIABILITIES

21-02-2000	ACCOUNTS PAYABLE	(295.90)	
	TOTAL LIABILITIES		(295.90)

FUND EQUITY

21-02-3001	FUND BALANCE	6,100.74	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	(7,545.21)	
	BALANCE - CURRENT DATE	(7,545.21)	
	TOTAL FUND EQUITY		(1,444.47)
	TOTAL LIABILITIES AND EQUITY		(1,740.37)

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2022

Section 4, Item b.

ART IN PUBLIC PLACES FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>MISCELLANEOUS REVENUE</u>					
21-18-4619	INTEREST & DIVIDEND INCOME	(4.57)	(6.01)	6.00	12.01	(100.2)
	TOTAL MISCELLANEOUS REVENUE	(4.57)	(6.01)	6.00	12.01	(100.2)
	TOTAL FUND REVENUE	(4.57)	(6.01)	6.00	12.01	(100.2)
	<u>ADMINISTRATION</u>					
21-40-5500	CAPITAL OUTLAY	.00	7,539.20	6,107.00	(1,432.20)	123.5
	TOTAL ADMINISTRATION	.00	7,539.20	6,107.00	(1,432.20)	123.5
	TOTAL FUND EXPENDITURES	.00	7,539.20	6,107.00	(1,432.20)	123.5
	NET REVENUE OVER EXPENDITURES	(4.57)	(7,545.21)	(6,101.00)	1,444.21	(123.7)

Report Criteria:

Report type: GL detail

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
11/22	11/28/2022	35760	AAA AUTO PARTS INC.	248490	01-44-5216	Parts	69.44
11/22	11/28/2022	35760	AAA AUTO PARTS INC.	248733	01-44-5216	Ice Blades	809.08
Total 35760:							878.52
11/22	11/28/2022	35761	Ad Light Group	8.000633 110	01-02-2610	Sign Permit Deposit Refund	500.00
Total 35761:							500.00
11/22	11/28/2022	35762	Advance Auto Parts	6849203145	01-44-5216	Wiper Blades - pmt excludes tax	36.16
Total 35762:							36.16
11/22	11/28/2022	35763	All Copy Products, Inc.	AR3721093	01-47-5315	Copier- Install Fee	25.00
Total 35763:							25.00
11/22	11/28/2022	35764	AMAZON CAPITAL SERVICES	1XFP-KV3T-	01-42-5210	Operating Supplies	187.95
11/22	11/28/2022	35764	AMAZON CAPITAL SERVICES	1XFP-KV3T-	01-47-5210	Operating Supplies	38.07
Total 35764:							226.02
11/22	11/28/2022	35765	BK Tire	24812	01-44-5216	Tires - PW07	1,105.74
Total 35765:							1,105.74
11/22	11/28/2022	35766	Bolles Limited	1	01-49-5265	Senior Trip	1,750.00
Total 35766:							1,750.00
11/22	11/28/2022	35767	CASELLE	120762	01-40-5201	Support - December	816.20
11/22	11/28/2022	35767	CASELLE	120762	01-42-5201	Support - December	148.40
11/22	11/28/2022	35767	CASELLE	120762	01-48-5201	Support - December	148.40
11/22	11/28/2022	35767	CASELLE	120762	06-40-5201	Support - December	371.00
Total 35767:							1,484.00
11/22	11/28/2022	35768	CIRSA	222031	01-40-5320	General Liability Insurance - PW Office &	35.00
Total 35768:							35.00
11/22	11/28/2022	35769	CivicPlus	244243	01-01-1302	Municode Admin Support Fee	250.00
Total 35769:							250.00
11/22	11/28/2022	35770	COLORADO MUNICIPAL LEAGU	2023 DUES	01-01-1302	2023 Membership Dues	1,818.00
Total 35770:							1,818.00
11/22	11/28/2022	35771	CPS DISTRIBUTORS, INC	0008687866-	01-49-5220	Christmas Lights	240.00
Total 35771:							240.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
11/22	11/28/2022	35772	FASTENAL	COLON9856	04-44-5252	Delineators	107.65
Total 35772:							107.65
11/22	11/28/2022	35773	Fit For You Mead	1014	01-49-5265	Sr. Exercise - 10/31/22	232.00
Total 35773:							232.00
11/22	11/28/2022	35774	FRONT RANGE PORTABLE RES	10903	01-45-5210	Liberty Ranch - Oct 22	157.50
Total 35774:							157.50
11/22	11/28/2022	35775	Garretson's Sports Center	7492	01-42-5254	Uniforms	117.00
Total 35775:							117.00
11/22	11/28/2022	35776	GREELEY LOCK AND KEY	0000018974	01-44-5210	Reset padlock boxed	144.71
11/22	11/28/2022	35776	GREELEY LOCK AND KEY	0000019508	01-40-5331	Door Access	720.00
Total 35776:							864.71
11/22	11/28/2022	35777	HOTSY EQUIPMENT	81563	09-50-5700	Stainless Steel Wand holder	95.00
Total 35777:							95.00
11/22	11/28/2022	35778	Jab Wireless Inc	0344849 10.	01-47-5305	ISP 10/17 - 11/16/22	156.29
Total 35778:							156.29
11/22	11/28/2022	35779	KLEEN-TECH SERVICES CORP	INVG000682	01-40-5050	Janitorial Services- Oct 22	639.19
11/22	11/28/2022	35779	KLEEN-TECH SERVICES CORP	INVG000682	01-42-5050	Janitorial Services- Oct 22	592.31
11/22	11/28/2022	35779	KLEEN-TECH SERVICES CORP	INVG000682	01-44-5050	Janitorial Services- Oct 22	190.31
Total 35779:							1,421.81
11/22	11/28/2022	35780	KONICA MINOLTA BUSINESS S	283575287	01-42-5315	Copies	202.87
11/22	11/28/2022	35780	KONICA MINOLTA BUSINESS S	283599263	01-40-5315	Copies	104.87
Total 35780:							307.74
11/22	11/28/2022	35781	KONICA MINOLTA PREMIER FIN	486855356	01-40-5315	Copier Lease	219.61
11/22	11/28/2022	35781	KONICA MINOLTA PREMIER FIN	486855356	01-42-5315	Copier Lease	96.12
Total 35781:							315.73
11/22	11/28/2022	35782	Krische Construction, Inc	21086 15	09-50-5511	Mead PW	34,402.90
11/22	11/28/2022	35782	Krische Construction, Inc	21086 15	09-02-2005	Mead PW	1,720.14-
Total 35782:							32,682.76
11/22	11/28/2022	35783	LOVELAND BARRICADE LLC	19029	18-40-5500	Boat Dock Sign	60.00
Total 35783:							60.00
11/22	11/28/2022	35784	LYNN CUNNINGHAM APPLIANC	LC00004376	09-50-5700	Microwave	199.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 35784:							199.00
11/22	11/28/2022	35785	MAIN STREET MAT COMPANY	143051	01-40-5210	Mat svcs - Oct 22	60.36
11/22	11/28/2022	35785	MAIN STREET MAT COMPANY	143052	01-42-5210	Mat svcs - 537 Main	26.01
11/22	11/28/2022	35785	MAIN STREET MAT COMPANY	143052	01-44-5210	Mat svcs - 537 Main	26.01
Total 35785:							112.38
11/22	11/28/2022	35786	MCDONALD FARMS ENTERPRI	0058128-IN	01-49-5262	clean up days	2,116.00
11/22	11/28/2022	35786	MCDONALD FARMS ENTERPRI	0058386-IN	01-49-5262	clean up days	2,645.00
11/22	11/28/2022	35786	MCDONALD FARMS ENTERPRI	0058462-IN	01-49-5262	clean up days	2,243.81
11/22	11/28/2022	35786	MCDONALD FARMS ENTERPRI	0058472-IN	01-49-5262	clean up days	8,236.91
11/22	11/28/2022	35786	MCDONALD FARMS ENTERPRI	0058558-IN	01-45-5310	Roll off Demo	429.00
11/22	11/28/2022	35786	MCDONALD FARMS ENTERPRI	0061551-IN	01-45-5310	Roll off Demo	461.30
11/22	11/28/2022	35786	MCDONALD FARMS ENTERPRI	0067022-IN	01-49-5262	clean up days	4,290.00
11/22	11/28/2022	35786	MCDONALD FARMS ENTERPRI	0067577-IN	01-49-5262	clean up days	3,174.00
11/22	11/28/2022	35786	MCDONALD FARMS ENTERPRI	0067583-IN	01-49-5262	clean up days	2,116.00
11/22	11/28/2022	35786	MCDONALD FARMS ENTERPRI	0067801-IN	01-45-5310	Roll off Demo	555.48
Total 35786:							26,267.50
11/22	11/28/2022	35787	MICHOW COX & MCASKIN LLP	Mead.Oct202	01-02-2615	Waterfront (307)	6,414.25
11/22	11/28/2022	35787	MICHOW COX & MCASKIN LLP	Mead.Oct202	01-02-2615	Meadow Ridge (297)	2,475.00
11/22	11/28/2022	35787	MICHOW COX & MCASKIN LLP	Mead.Oct202	01-02-2615	Specialty Products (322)	202.50
11/22	11/28/2022	35787	MICHOW COX & MCASKIN LLP	Mead.Oct202	01-02-2615	Red Barn Metro (298)	2,382.50
11/22	11/28/2022	35787	MICHOW COX & MCASKIN LLP	Mead.Oct202	01-02-2615	QuickTrip (294)	90.00
11/22	11/28/2022	35787	MICHOW COX & MCASKIN LLP	Mead.Oct202	01-02-2615	AMK Annexation (326)	1,344.00
11/22	11/28/2022	35787	MICHOW COX & MCASKIN LLP	Mead.Oct202	01-02-2615	Raterink (259)	960.52
11/22	11/28/2022	35787	MICHOW COX & MCASKIN LLP	Mead.Oct202	01-02-2615	Schulz	112.50
11/22	11/28/2022	35787	MICHOW COX & MCASKIN LLP	Mead.Oct202	01-02-2615	Postle (292)	1,716.25
11/22	11/28/2022	35787	MICHOW COX & MCASKIN LLP	Mead.Oct202	01-02-2615	17790 CR 7 (Shiers) Annex (327)	2,680.50
11/22	11/28/2022	35787	MICHOW COX & MCASKIN LLP	Mead.Oct202	01-02-2615	Elevation 25 (296)	846.25
11/22	11/28/2022	35787	MICHOW COX & MCASKIN LLP	Mead.Oct202	01-02-2615	Sugar Beet Solar (323)	1,147.50
11/22	11/28/2022	35787	MICHOW COX & MCASKIN LLP	Mead.Oct202	01-02-2615	Home Run Heating (328)	2,477.00
11/22	11/28/2022	35787	MICHOW COX & MCASKIN LLP	Mead.Oct202	01-02-2615	Turion South (277)	180.00
11/22	11/28/2022	35787	MICHOW COX & MCASKIN LLP	Mead.Oct202	01-40-5400	Mileage Reimbursement	117.57
11/22	11/28/2022	35787	MICHOW COX & MCASKIN LLP	Mead.Oct202	06-40-5400	Mileage Reimbursement	6.19
11/22	11/28/2022	35787	MICHOW COX & MCASKIN LLP	October 2022	01-40-5400	Legal Services - Sept	14,725.00
11/22	11/28/2022	35787	MICHOW COX & MCASKIN LLP	October 2022	06-40-5400	Legal Services - Sept	775.00
Total 35787:							38,652.53
11/22	11/28/2022	35788	MJT Communications	13686	01-40-5201	Computer Consulting - Dec 2022	1,042.00
Total 35788:							1,042.00
11/22	11/28/2022	35789	MOUNTAIN TRUCK & EQUIP	14760-30579	01-44-5216	Battery (orig inv 292890)	44.00-
11/22	11/28/2022	35789	MOUNTAIN TRUCK & EQUIP	14760-30579	01-45-5216	Maintenance	7.99
11/22	11/28/2022	35789	MOUNTAIN TRUCK & EQUIP	14760-32879	01-44-5216	parts	102.84
Total 35789:							66.83
11/22	11/28/2022	35790	NEXTRUST INC.	338934	06-40-5205	Utility Bills and Mailings	381.44
11/22	11/28/2022	35790	NEXTRUST INC.	338934	06-40-5410	Utility Bills and Mailings	190.40

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 35790:							571.84
11/22	11/28/2022	35791	One Way Inc	279303	01-47-5310	D13927G - 1341 CR 34	119.39
11/22	11/28/2022	35791	One Way Inc	279304	01-47-5310	D13927H - 1341 CR 34	140.14
Total 35791:							259.53
11/22	11/28/2022	35792	Oz Architecture, Inc	131968	01-43-5421	Shared Muni Facilities Master Plan - Prof	3,735.60
Total 35792:							3,735.60
11/22	11/28/2022	35793	POWER EQUIPMENT COMPANY	RSA008172-	01-44-5369	Equipment Rental - 4/22 - 5/21/22	1,000.00
11/22	11/28/2022	35793	POWER EQUIPMENT COMPANY	RSA008172-	01-44-5369	Equipment Rental - 6/22 - 7/21/2022	1,000.00
11/22	11/28/2022	35793	POWER EQUIPMENT COMPANY	RSA008172-	01-44-5369	Equipment Rental - 7/22 - 8/21/22	1,000.00
11/22	11/28/2022	35793	POWER EQUIPMENT COMPANY	RSA008172-	01-44-5369	Equipment Rental - 9/22 - 10/21/22	1,000.00
Total 35793:							4,000.00
11/22	11/28/2022	35794	Prairie Mountian Media	0000328403	01-41-5340	Published Notices - Oct 2022	142.72
11/22	11/28/2022	35794	Prairie Mountian Media	0000328403	01-41-5230	Published Notices	55.97
11/22	11/28/2022	35794	Prairie Mountian Media	0000328403	01-02-2615	Published Notices (296)	157.18
11/22	11/28/2022	35794	Prairie Mountian Media	0000328403	01-02-2615	Published Notices (323)	29.87
11/22	11/28/2022	35794	Prairie Mountian Media	0000328403	01-41-5340	Published Notices	26.97
Total 35794:							412.71
11/22	11/28/2022	35795	Professional Management System	84713	01-40-5401	Consultant - Oct 2022	4,368.00
11/22	11/28/2022	35795	Professional Management System	84713	06-40-5401	Consultant - Oct 2022	546.00
11/22	11/28/2022	35795	Professional Management System	84713	20-40-5401	Consultant - Oct 2022	546.00
Total 35795:							5,460.00
11/22	11/28/2022	35796	Saela Pest Control	74390	01-47-5215	Pest Control - initial srvs	149.00
Total 35796:							149.00
11/22	11/28/2022	35797	Safety and Construction Supply	5002	04-44-5252	Street signs/markers	4,859.00
11/22	11/28/2022	35797	Safety and Construction Supply	7635-CM	01-44-5254	Sales Receipt - See Inv. #4743	4,615.00-
Total 35797:							244.00
11/22	11/28/2022	35798	Tradesman Elevator	10683	01-40-5215	Maint - Nov 2022	175.00
Total 35798:							175.00
11/22	11/28/2022	35799	TRIDENT SECURITY SYSTEMS	25191	01-47-5201	PW - new install alarm system	105.00
Total 35799:							105.00
11/22	11/28/2022	35800	TRITECH FORENSICS	00805780	01-42-5210	Operating supplies	81.00
Total 35800:							81.00
11/22	11/28/2022	35801	US Bank Voyager Fleet Systems	8694028342	01-42-5253	Fuel	3,135.84
11/22	11/28/2022	35801	US Bank Voyager Fleet Systems	8694028342	01-44-5253	Fuel	2,094.88

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
11/22	11/28/2022	35801	US Bank Voyager Fleet Systems	8694028342	01-45-5253	Fuel	747.97
11/22	11/28/2022	35801	US Bank Voyager Fleet Systems	8694028342	01-47-5253	Fuel	450.43
11/22	11/28/2022	35801	US Bank Voyager Fleet Systems	8694028342	06-47-5253	Fuel	747.97
Total 35801:							7,177.09
11/22	11/28/2022	35802	Utility Notification Center of Color	222090913	06-47-5392	Line locates 19.22	481.00
Total 35802:							481.00
11/22	11/28/2022	35803	WELD REGIONAL COMMUNICA	103586	01-42-5255	TDMA FLASHport Upgrade	4,153.70
Total 35803:							4,153.70
11/22	11/28/2022	35804	Western Disposal Inc	124466 0908	01-49-5261	Community Day	750.00
11/22	11/28/2022	35804	Western Disposal Inc	124466 1101	01-49-5261	Community Day LC	11.25
Total 35804:							761.25
11/22	11/28/2022	35805	WHITE BEAR ANKELE TANAKA	24641	20-40-5400	MURA Legal	2,886.92
Total 35805:							2,886.92
11/22	11/28/2022	35806	Wickham Tractor Company	IE16942	01-44-5216	PW09	60.68
Total 35806:							60.68
11/22	11/28/2022	35807	XCEL ENERGY	800797483	01-42-5305	201 Welker	44.85
Total 35807:							44.85
11/22	11/28/2022	112822100	CENTURY LINK	4018 110122	01-40-5300	Elevator	75.16
Total 112822100:							75.16
11/22	11/28/2022	112822101	SAMSClub	4230 11.02.2	01-49-5236	Halloween Candy	203.86
11/22	11/28/2022	112822101	SAMSClub	4230 11.02.2	01-40-5200	OFFICE SUPPLIES	349.04
11/22	11/28/2022	112822101	SAMSClub	4230 11.02.2	01-42-5200	OFFICE SUPPLIES	19.46
11/22	11/28/2022	112822101	SAMSClub	4230 11.02.2	01-49-5236	Halloween Candy	199.72
11/22	11/28/2022	112822101	SAMSClub	4230 11.02.2	01-40-5200	Points Credit	17.15
11/22	11/28/2022	112822101	SAMSClub	4230 11.02.2	01-43-5700	Comm. Planning Day	20.98
Total 112822101:							775.91
11/22	11/28/2022	112822102	UNITED POWER	12650701 11/	01-45-5305	Booster Pump Founders 11/2022	20.00
11/22	11/28/2022	112822102	UNITED POWER	12952800 11/	01-45-5305	Mead Ponds 11/2022	20.00
11/22	11/28/2022	112822102	UNITED POWER	14305100 11/	06-47-5305	WWTP 11/2022	3,996.81
11/22	11/28/2022	112822102	UNITED POWER	16836300 11/	01-45-5305	Park Sprinkler Liberty 11/2022	23.70
11/22	11/28/2022	112822102	UNITED POWER	16909300 11/	01-45-5305	Feather Ridge 11/2022	20.02
11/22	11/28/2022	112822102	UNITED POWER	17159100 11/	01-45-5305	Sprinkler Clock Dtn 11/2022	20.71
11/22	11/28/2022	112822102	UNITED POWER	17618300 11/	01-40-5305	Town Hall 11/2022	446.64
11/22	11/28/2022	112822102	UNITED POWER	17770000 11/	01-45-5305	Gazebo 11/2022	24.61
11/22	11/28/2022	112822102	UNITED POWER	18949400 11/	01-42-5305	Modular PD 11/2022	212.63
11/22	11/28/2022	112822102	UNITED POWER	18949400 11/	01-44-5305	Modular PW 11/2022	212.63
11/22	11/28/2022	112822102	UNITED POWER	2188170011/	01-47-5305	1341 CR 3411/2022	505.76
11/22	11/28/2022	112822102	UNITED POWER	6753101 11/2	01-45-5305	Irrig Sprinkler N Creek 11/2022	20.02

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
11/22	11/28/2022	112822102	UNITED POWER	7490500 11/2	06-47-5305	Pump lake Thomas 11/2022	20.00
11/22	11/28/2022	112822102	UNITED POWER	83701 11/23/	01-44-5305	Shop 11/2022	89.55
11/22	11/28/2022	112822102	UNITED POWER	96302 11/23/	06-47-5305	WWTP Lagoon 11/2022	36.81
Total 112822102:							5,669.89
11/22	11/28/2022	112822103	VERIZON WIRELESS	9919986447	06-40-5300	Wireless bill	40.01
11/22	11/28/2022	112822103	VERIZON WIRELESS	9919986447	01-48-5300	Wireless bill	50.71
11/22	11/28/2022	112822103	VERIZON WIRELESS	9919986447	01-43-5300	Wireless bill	50.71
11/22	11/28/2022	112822103	VERIZON WIRELESS	9919986447	01-47-5300	Wireless bill	160.04
11/22	11/28/2022	112822103	VERIZON WIRELESS	9919986447	01-44-5300	Wireless bill	171.51
11/22	11/28/2022	112822103	VERIZON WIRELESS	9919986447	01-40-5300	Wireless bill	40.01
11/22	11/28/2022	112822103	VERIZON WIRELESS	9919986448	01-42-5300	Wireless bill	960.70
Total 112822103:							1,473.69
11/22	11/28/2022	112822104	XCEL ENERGY	800775516	01-47-5305	1341 CR 34	134.82
11/22	11/28/2022	112822104	XCEL ENERGY	801385040	01-42-5305	537 4th	78.99
Total 112822104:							213.81
Grand Totals:							150,174.50

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-01-1302	2,068.00	.00	2,068.00
01-02-2000	4,676.15	105,821.69-	101,145.54-
01-02-2610	500.00	.00	500.00
01-02-2615	23,215.82	.00	23,215.82
01-40-5050	639.19	.00	639.19
01-40-5200	349.04	17.15-	331.89
01-40-5201	1,858.20	.00	1,858.20
01-40-5210	60.36	.00	60.36
01-40-5215	175.00	.00	175.00
01-40-5300	115.17	.00	115.17
01-40-5305	446.64	.00	446.64
01-40-5315	324.48	.00	324.48
01-40-5320	35.00	.00	35.00
01-40-5331	720.00	.00	720.00
01-40-5400	14,842.57	.00	14,842.57
01-40-5401	4,368.00	.00	4,368.00
01-41-5230	55.97	.00	55.97
01-41-5340	169.69	.00	169.69
01-42-5050	592.31	.00	592.31
01-42-5200	19.46	.00	19.46
01-42-5201	148.40	.00	148.40
01-42-5210	294.96	.00	294.96
01-42-5253	3,135.84	.00	3,135.84
01-42-5254	117.00	.00	117.00
01-42-5255	4,153.70	.00	4,153.70
01-42-5300	960.70	.00	960.70
01-42-5305	336.47	.00	336.47

GL Account	Debit	Credit	Proof
01-42-5315	298.99	.00	298.99
01-43-5300	50.71	.00	50.71
01-43-5421	3,735.60	.00	3,735.60
01-43-5700	20.98	.00	20.98
01-44-5050	190.31	.00	190.31
01-44-5210	170.72	.00	170.72
01-44-5216	2,183.94	44.00-	2,139.94
01-44-5253	2,094.88	.00	2,094.88
01-44-5254	.00	4,615.00-	4,615.00-
01-44-5300	171.51	.00	171.51
01-44-5305	302.18	.00	302.18
01-44-5369	4,000.00	.00	4,000.00
01-45-5210	157.50	.00	157.50
01-45-5216	7.99	.00	7.99
01-45-5253	747.97	.00	747.97
01-45-5305	149.06	.00	149.06
01-45-5310	1,445.78	.00	1,445.78
01-47-5201	105.00	.00	105.00
01-47-5210	38.07	.00	38.07
01-47-5215	149.00	.00	149.00
01-47-5253	450.43	.00	450.43
01-47-5300	160.04	.00	160.04
01-47-5305	796.87	.00	796.87
01-47-5310	259.53	.00	259.53
01-47-5315	25.00	.00	25.00
01-48-5201	148.40	.00	148.40
01-48-5300	50.71	.00	50.71
01-49-5220	240.00	.00	240.00
01-49-5236	403.58	.00	403.58
01-49-5261	761.25	.00	761.25
01-49-5262	24,821.72	.00	24,821.72
01-49-5265	1,982.00	.00	1,982.00
04-02-2000	.00	4,966.65-	4,966.65-
04-44-5252	4,966.65	.00	4,966.65
06-02-2000	.00	7,592.63-	7,592.63-
06-40-5201	371.00	.00	371.00
06-40-5205	381.44	.00	381.44
06-40-5300	40.01	.00	40.01
06-40-5400	781.19	.00	781.19
06-40-5401	546.00	.00	546.00
06-40-5410	190.40	.00	190.40
06-47-5253	747.97	.00	747.97
06-47-5305	4,053.62	.00	4,053.62
06-47-5392	481.00	.00	481.00
09-02-2000	1,720.14	34,696.90-	32,976.76-
09-02-2005	.00	1,720.14-	1,720.14-
09-50-5511	34,402.90	.00	34,402.90
09-50-5700	294.00	.00	294.00
18-02-2000	.00	60.00-	60.00-
18-40-5500	60.00	.00	60.00
20-02-2000	.00	3,432.92-	3,432.92-
20-40-5400	2,886.92	.00	2,886.92
20-40-5401	546.00	.00	546.00
Grand Totals:	162,967.08	162,967.08-	.00

Report Criteria:

Report type: GL detail



Agenda Item Summary

MEETING DATE: November 28, 2022

SUBJECT: **Resolution No. 88-R-2022** – A Resolution of the Town of Mead, Colorado, Approving an Agreement for Professional Services Between the Town and MJT Communications, Inc. for Informational Technology (“IT”) Services

PRESENTED BY: Mary Strutt, Town Clerk Treasurer

SUMMARY

MJT Communications, Inc. (“MJT”) has been the Town of Mead Informational Technology (“IT”) Services provider since 2013. MJT works with town staff to resolve day to day computer software and network issues that arise, perform server and file backups, maintain and upgrade as necessary to Town’s network and servers and provides cybersecurity training and monitoring. Paul Zollner and Mark Truax have been very involved in setting up the Town’s system and expanding as needed. The new contract reflects the addition of a server, computers and additional hardware and software at the new public works facility.

FINANCIAL CONSIDERATIONS

The contract is for a not to exceed amount of \$17,875.00 which reflects the annual contract of \$16,550.00. The contract will begin when executed and go through December 2023 (13 months), with the option to renew at the discretion of both parties.

The 2023 proposed budget does include appropriated funds for IT services.

STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the November 28, 2022 Consent Agenda will approve this item. If the resolution is removed from the consent agenda, the suggested motion is:

“I move to adopt Resolution No. 88-R-2022 – A Resolution of the Town of Mead, Colorado, Approving an Agreement for Professional Services Between the Town and MJT Communications, Inc. for Informational Technology (“IT”) Services.”

ATTACHMENTS

Resolution No. 88-R-2022

TOWN OF MEAD, COLORADO
RESOLUTION NO. 88- R-2022

A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING AN
AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE TOWN AND
MJT COMMUNICATIONS, INC. FOR INFORMATIONAL TECHNOLOGY
("IT") SERVICES

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

WHEREAS, the Town requires IT services; and

WHEREAS, MJT Communications, Inc. ("Contractor") represents that it has the requisite expertise and experience to perform the professional services; and

WHEREAS, the Board of Trustees desires to approve an Agreement for Professional Services with Contractor in an amount not to exceed seventeen thousand eight hundred seventy five dollars and no cents (\$17,875.00) in substantially the form attached to this Resolution as **Exhibit 1** (the "Agreement"); and

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

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

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

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 28TH DAY OF NOVEMBER, 2022.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

Attachments to Resolution:

Exhibit 1 - Agreement for Professional Services

Town of Mead, Colorado
AGREEMENT FOR PROFESSIONAL SERVICES

Project/Services Name: Informational Technology (“IT”) Services

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into by and between the Town of Mead, a municipal corporation of the State of Colorado, with offices at 441 Third Street, Mead, Colorado 80542 (the “Town”), and **MJT Communications, Inc.**, a Colorado Corporation with offices at 5085 Peregrine Road, Dacono, CO 80514 (“Contractor”) (each individually a “Party” and collectively the “Parties”).

RECITALS

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

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

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

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

I. SCOPE OF SERVICES

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

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

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

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

II. TERM AND TERMINATION

A. Term. This Agreement shall commence on the date of mutual execution of the Parties (the "Effective Date") and shall continue until December 31, 2023 or until terminated as provided herein ("Termination Date"). This Agreement shall automatically renew each year, commencing on the Effective Date for subsequent one (1) year terms provided that there is no increase in Compensation set forth in **Exhibit B**, or decrease in level of Services set forth in **Exhibit A**, unless and until the Agreement is terminated as provided herein. No increase in compensation or decrease in level of Service shall be authorized unless an amendment to this Agreement is reviewed and approved by the Board of Trustees in writing.

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

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

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

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

C. Termination for Non-Performance. Should a party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to

the non-performing party. Such notice shall specify the non-performance, provide a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purpose of this Section II.C, “reasonable time” shall not be less than five (5) business days. In the event of a failure to timely cure a non-performance and upon the date of the resulting termination for non-performance, the Contractor shall prepare a final accounting and final invoice of charges for all performed but unpaid Services and any reimbursable expenses authorized by this Agreement. Such final accounting and final invoice shall be delivered to the Town within fifteen (15) days of the termination date contained in the written notice. Thereafter, the Town shall not accept and Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor. Provided that notice of non-performance is provided in accordance with this Section II.C, nothing in this Section II.C shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

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

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

III. REPRESENTATIVES AND SUPERVISION

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

B. Contractor Representative. The Contractor representative under this Agreement shall be Paul Zollner (“Contractor Representative”). The Contractor Representative shall act as the Contractor’s primary point of contact with the Town. The Contractor shall not designate another person to be the Contractor Representative without prior written notice to the Town.

C. Town Supervision. The Contractor shall provide all Services with little or no daily supervision by Town staff or other contractors. Inability or failure of the Contractor to perform with little or no daily supervision which results in the Town’s need to allocate resources in time or

expense for daily supervision shall constitute a material breach of this Agreement and be subject to cure or remedy, including possible termination of the Agreement, as provided in this Agreement.

IV. COMPENSATION

A. Not-to-Exceed Amount. Following execution of this Agreement by the Parties, the Contractor shall be authorized to and shall commence performance of the Services as described in **Exhibit A**, subject to the requirements and limitations on compensation as provided by this Section IV and its subsections. Compensation to be paid hereunder shall not exceed **SEVENTEEN THOUSAND EIGHT HUNDRED SEVENTY FIVE DOLLARS AND NO CENTS (\$17,875.00)** (“Not-to-Exceed Amount”) unless a larger amount is agreed to by and between the Parties in accordance with the amendment requirements of this Agreement. Notwithstanding the amount specified in this Section, Contractor shall be paid only for work performed. Contractor shall not be paid until tasks identified in the Scope of Services are performed to the satisfaction of the Town. In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor as follows:

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

B. Receipts. The Town, before making any payment, may require the Contractor to furnish at no additional charge releases or receipts from any or all persons performing work under this Agreement and/or supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect the Town’s interest. The Town, however, may in its discretion make payment in part or full to the Contractor without requiring the furnishing of such releases or receipts.

C. Reimbursable Expenses.

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

☒ None

- ☐ Vehicle Mileage (billed at not more than the prevailing per mile charge permitted by the IRS as a tax-deductible business expense)
- ☐ Printing and Photocopying Related to the Services (billed at actual cost)
- ☐ Long Distance Telephone Charges Related to the Services
- ☐ Postage and Delivery Services
- ☐ Lodging and Meals (but only with prior written approval of the Town as to dates and maximum amount)

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

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

V. **PROFESSIONAL RESPONSIBILITY**

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

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

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

VI. **INDEPENDENT CONTRACTOR**

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

B. Liability for Employment-Related Rights and Compensation. The Contractor shall be solely responsible for all compensation, benefits, insurance and employment-related rights of

any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Contractor, as well as all legal costs including attorney’s fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. The Contractor will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Contractor’s employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees’ citizenship, withholdings, reports and record keeping. Accordingly, the Town shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers’ compensation benefits or any other amenities of employment to any of the Contractor’s employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

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

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

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

VII. INSURANCE

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

- ☐ The Contractor shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by the Contractor to be sufficient to meet or exceed the Contractor's minimum statutory and legal obligations arising under this Agreement ("Contractor Insurance"); OR
- ☒ The Contractor shall secure and maintain the following ("Required Insurance"):
- ☒ Worker's Compensation Insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder.
 - ☒ Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000.00) each occurrence and of Two Million Dollars (\$2,000,000.00) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.
 - ☐ Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than _____ Dollars (\$_____) each occurrence with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Services, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.
 - ☒ Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of One Million Dollars (\$1,000,000.00) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder.

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

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

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

VIII. INDEMNIFICATION

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

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold

harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. [RESERVED]

X. REMEDIES

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

1. Suspend the Contractor’s performance pending necessary corrective action as specified by the Town without the Contractor’s entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or
2. Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or
3. Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the Town; and/or
4. Terminate this Agreement in accordance with this Agreement.

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

XI. RECORDS AND OWNERSHIP

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

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

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

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

XII. MISCELLANEOUS

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

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

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

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

If to the Town:

If to Contractor:

Town of Mead Attn: Town Manager 441 Third Street P.O. Box 626 Mead, Colorado 80542	MJT Communications, Inc. Attn: [Paul Zollner] 650 Glen Creighton Drive, Unit 85 Dacono, CO 80514
With Copy to: Michow Cox & McAskin LLP Attn: Mead Town Attorney 6530 S. Yosemite Street, Suite 200 Greenwood Village, Colorado 80111	With Copy to:

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

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

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

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

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

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

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

L. Binding Effect. The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section XII shall not authorize assignment.

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

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

O. Attorneys' Fees. If the Contractor breaches this Agreement, then it shall pay the Town's reasonable costs and attorney's fees incurred in the enforcement of the terms, conditions, and obligations of this Agreement.

P. Survival. The provisions of Sections VI (Independent Contractor), VII (Insurance), VIII (Indemnification) and XII (A) (Governing Law and Venue), (J) (Rights and Remedies), (K) Annual Appropriation), (N) (Release of Information) and (O) Attorneys' Fees, shall survive the expiration or termination of this Agreement. Any additional terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

Q. Agreement Controls. In the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement, the terms in this Agreement shall supersede the terms in such exhibit.

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

S. Authority. The individuals executing this Agreement represent that they are

expressly authorized to enter into this Agreement on behalf of the Town of Mead and the Contractor and bind their respective entities.

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

U. Protection of Personal Identifying Information. In the event the Services include or require the Town to disclose to Contractor any personal identifying information as defined in C.R.S. § 24-73-101, Contractor shall comply with the applicable requirements of C.R.S. §§ 24-73-101, et seq., relating to third-party service providers.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGES FOLLOW

THIS AGREEMENT is executed and made effective as provided above.

TOWN OF MEAD, COLORADO

By: _____

Printed Name: _____

Title: _____

Date of execution: _____

ATTEST:

Mary Strutt, MMC, Town Clerk

APPROVED AS TO FORM (*excluding exhibits*):

Marcus McAskin, Town Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

Date of execution: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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

My commission expires: _____

(S E A L)

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

EXHIBIT A

SCOPE OF SERVICES

IT Consultant Services to be provided under this contract include:

- Resolve day to day computer software and network issues that arise
- Prioritize and organize help desk services, backups and software update/upgrades to minimize downtime during work hours
- Routinely perform server and file backups
- Deploy, maintain and provide automated updates of antivirus/malware prevention software to all systems; monitor for intrusions or other unauthorized use
- Maintain file level permissions across network; enable remote access in a secure environment and provide remote access administration; manage email system; set up new users and edit or remove users from email/network/printers;
- Service and maintain of all IT equipment including servers, networks, firewalls, laptops, PCs, phone systems, mobile equipment, firewalls, modems, etc..
- Trouble shoot and repair covered equipment hardware failures and operating systems failure
- Software applications support including monitoring and tracking all licenses and conducting ongoing maintenance and updates
- Provide consulting services for new and existing IT issues
- Services will be provided Monday through Friday 8:00am – 5:00pm, excluding holidays; response time will be within eight (8) working hours from receipt of notification
- Act as IT safety/security officer as required for law enforcement services including but not limited to CBI and Weld County
- Make recommendations for improved information security policies and procedures based on changes in laws, new risks in the world, as well as technology and standard changes; provide staff training on IT and cybersecurity issues
- Assist with identifying areas of improvement to the Town's network

Services billed at additional cost include:

- Equipment replacement
- Records/emails retrieved for Colorado Open Records Act (CORA) requests

EXHIBIT B
COMPENSATION

Upon acceptance of this proposal, MJT Communications, Inc, shall invoice the Town of Mead for monthly professional services the rate of \$1,375.00 per month based on the annual rate of \$16,550.00.

Additional services shall be billed at the rate of \$ 240.00 per hour.

TO: Honorable Mayor and Trustees

FROM: Helen Migchelbrink, Town Manager

DATE: November 28, 2022

SUBJECT: Town Manager Report

- The Town is declaring December as Business Appreciation Month and encouraging residents to shop locally this holiday season.
- Agfinity installed a sidewalk along its frontage on Welker Ave adding accessibility toward Main Street.
- Crews are working on the southside of Guardian Angel Church installing underground power lines. This work is being done ahead of the power poles being removed along Welker in front of Ziggis and Agfinity.
- Business license renewal letters have been emailed to all active business owners. Staff is in the process of updating the application to be available as a docusign form with payments accepted online.
- Agfinity has applied for a Fermented Malt Beverage (Beer) liquor license for their new convenience store. A liquor hearing is scheduled for tonight's meeting.
- Staff met with Denise Bradshaw, Weld County Emergency Management Coordinator, this week to discuss goals for 2023.
- Over the next few weeks, Boulder Scientific will be demolishing several structures on its site, including the Pea Shed and the old farmhouse on the north end of the property.
- Traffic signals have been installed on the bridge on WCR 34 over I-25. They should be operational by the end of November or early December.
- The Home Depot Distribution Center is slated for opening by the end of the year.
- Official results from the November 8 Municipal Election were published by Weld County on November 22nd and are included with this report Other local results can be found on the Weld County Elections website: <https://www.weld.gov/Government/Departments/Clerk-and-Recorder/Elections-Department>
Statewide election results can be found on the Secretary of State website: <https://www.sos.state.co.us/pubs/elections/resultsData.html>
- Key projects update:
 - 3rd and Welker Intersection –A monthly progress meeting was held November 15 with the design team. Final CDOT review is expected in December, and real estate acquisitions to begin in Q1 2023.
 - Mead Community Center – The Bean Plant demolition crew has been reduced in size, which will push the final completion to mid-December. A progress meeting was held with Operations staff and the Community Center design team on November 21 to further design evolution.
- YTD totals for new single family home permits:
 - 2022 YTD 96 SF Permits, 206 Certificates of Occupancy
- Boards and Commissions
 - The Planning Commission has scheduled a special meeting for December 14th for the continued Sugar Beet Solar public hearing. The second alternate position is still vacant.
 - 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 Deputy Clerk/Court Clerk, Planner I/II, Police Officer, Pavement Manager and Community Service Officer.

Community Development

- Meadow Ridge Final Plat and SIA are tentatively scheduled to appear before the Board sometime this winter.
- The Sugar Beet Solar project was continued from the Planning Commission on November 16th to a December 14th special meeting in order to gather further information.
- Staff is conducting research regarding parking ratios for multi-family and single-family attached residential uses and will schedule a work session with the Board sometime this winter.
- The Turion PUD is being finalized by the applicant. The PUD is tentatively scheduled to appear before the Planning Commission in January and the Board of Trustees soon after.

Public Works and Engineering

- A pre-bid meeting was held for the Board room remodel. Ten general contractors were in attendance. Bids are due December 13.
- Staff issued two addendums for the SH66 underpass engineering design RFP. Proposals are due November 22.
- Weld County Road 13 north of SH 66 is expected to close for 3 weeks starting on Tuesday, November 29 relative to the Red Barn subdivision. Work includes relocating overhead electric for addition of a westbound right turn lane on SH66, as well as widening on the Red Barn CR 13 frontage. Residents of Grand View will need to access the neighborhood from the north.
- Staff coordinated with the oil and gas operator on CR7, north of CR 38, to reapply dust control adjacent to the well site. Heavy farm and oil traffic is causing significant gravel road deterioration.

Community Engagement

- Community Engagement is reviewing CivicRec as a new software system. CivicRec would fully integrate with our website, provide league management, a coach's portal, and advanced scheduling options.
- Mead Older Active adults are attending Buddy: The Buddy Holly Story at the Boulder Dinner Theater on December 11. Additional spots were added, and the trip is full.
- Older Active Adults will have their final 2022 Meals Out on December 13. The holiday lunch will be at Maggi's Kitchen and celebrate the season with food, games, and a tacky sweater contest.
- Mead Recreation is planning a spring season kick-off event for all 2023 youth sports. The community will be invited to learn more about our youth rec sports and camp hosts will offer "fun zones" including a Challenger Soccer tent and a Skyhawks multisport obstacle course. During this kick-off, there will be a jersey swap for past participants who need to "swap" their orange reusable jersey for the new reusable jersey.

Police Department

- Victims Assistance program is operating out of Frederick with new coordinator, Alexis Gutierrez. She will take over services from Weld County on January 1.
- Tom Barker started as full time SRO and will be our second to SRO Salazar. The two SROs will be able to better serve all three Mead schools.
- Monthly Report is attached.



Agenda Item Summary

MEETING DATE: November 28, 2022
SUBJECT: November 8, 2022 Municipal Election Official Results
PRESENTED BY: Mary Strutt, Town Clerk / Treasurer

SUMMARY

The Town of Mead Municipal Election was held on November 8, 2022. The election was coordinated with Weld County who provided the following Official Election Results on November 22, 2022. Mead elected officials will be sworn in on November 28, 2022.

Mead Municipal Election

Office	Candidate	Votes	Result
Mayor			
	Colleen G. Whitlow	1853	ELECTED (4-year term)
Trustee			
	Herman Schranz	1143	ELECTED (4-year term)
	Chris T. Parr	926	ELECTED (2-year term)
	Martin W “Bill” Parr	904	
	David Adams	1223	ELECTED (4-year term)
	Trisha Harris	1326	ELECTED (4-year term)

Town of Mead Elevation 25 General Improvement District

(Unofficial results. The official results are still pending)

Issue 2A – 3.0 Mills Operating and Maintenance - PASSED
Issue 2B – 2.0 Mills Contractual Payments - PASSED
Issue 2C – Debt Level - PASSED
Question 2D – Organization of GID - FAILED

Other state issues which may have a local impact

- Proposition 122: legalizing natural medicine plants or fungi (mushrooms) – PASSED
- Amendment 123: revenue stream for affordable housing – PASSED
- Proposition 124: increase number of retail liquor stores held by one person – FAILED
- Proposition 125: extend FMB (beer) license holders to sell wine – PASSED
- Proposition 126: delivery of alcohol - FAILED



Mead Police Department

Monthly Activity - November 2022

STAFFING:

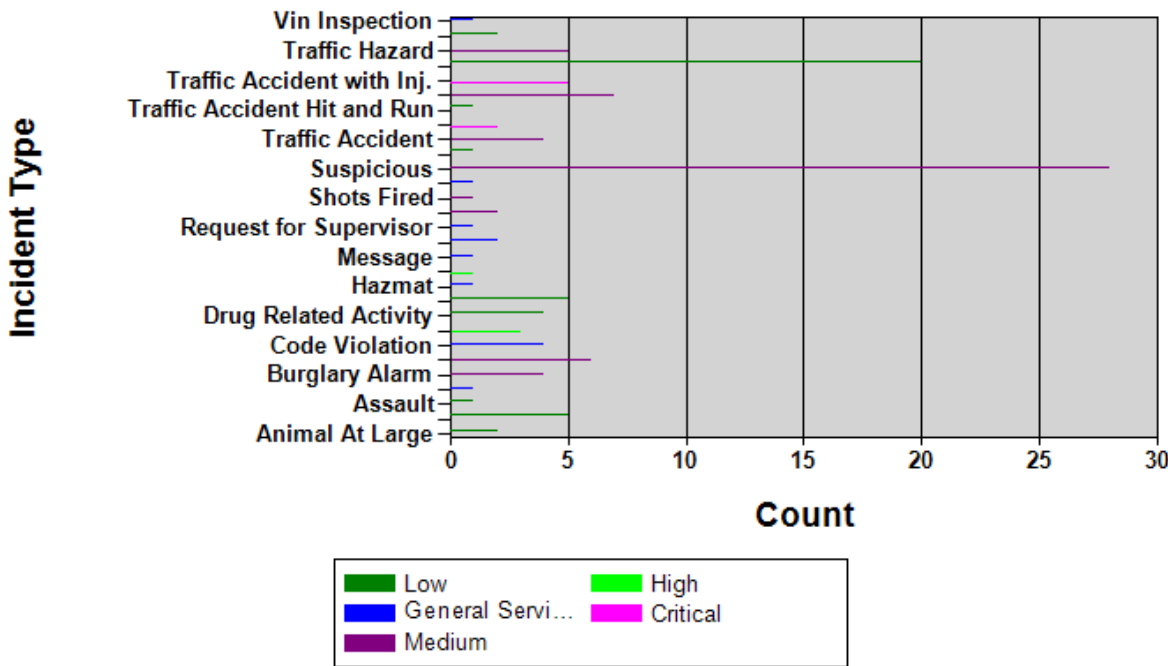
Sergeants Ellis (Blue Side), Holmen (Red Side), and Officers Barker, Cramblet, Hansen, Palmer, Patton, and Synn are working patrol.

Officer Salazar is assigned to Mead Schools as an SRO.

The Community Service Officer position is vacant.

Officers Rollins, and Lima are in field training.

CALLS FOR SERVICE NOVEMBER 1-15



NOTABLE CALLS FOR SERVICE:

Harassment – 16200 block of Ginger Ave – 22ML05070 – 11/01/2022
Officers assisted victim with restraining order service.

Crash – NB I25 mm246 - 22ML05072 – 11/06/2022
Rollover crash involving two vehicle and no injuries.

Restraining Order Violation – Mead – 22ML05075 – 11/09/2022
RO violation related to 22ML05070.

Assault – 2700 block of Branding Iron Way – 22ML05076 – 11/10/2022
Intoxicated person arrested after shoving victim.

Suspicious – Mead – 22ML05079 – 11/10/2022
Suspect posting inappropriate pictures of victim on social media.

Theft – Eagle Ave – 22ML05078 – 11/10/2022
Victim had money taken from known suspect.

Disturbance – 3600 block of Homestead Dr – 22ML05080 – 11/10/2022
Domestic disturbance, under investigation.

Sex Offense – Mead Middle School – 22ML05081 – 11/11/2022
Inappropriate behavior, under investigation.

Vandalism – 2700 block of Bridle Dr – 22ML05082 – 11/11/2022
Gang graffiti on a fence.

Crash – Hwy 66 / WCR 7 – 22ML05083 – 11/12/2022
Rollover requiring extrication, four vehicle crash.

Dog Bite – Kerry St / WCR 5 – 22ML05084 – 11/13/2022
Victim bit by dog.

Assist Other Agency – I25 SB mm241 – 22ML05087 – 11/15/2022
Truck with trailer slid off the road, no injuries.

Crash – Hwy 66 / WCR 5 – 22ML05088 – 11/15/2022
Single vehicle crash into a pole, requiring extrication with serious injuries.

Property – 3rd St / Adams Ave – 22ML05089 – 11/15/2022
Package found in the roadway.

Crash – NB I25 mm243 - 22ML05090 – 11/15/2022
Minor two vehicle crash, no injuries.



PROCLAMATION
Business Appreciation Month
Month of December 2022

WHEREAS, small businesses are the backbone of Colorado’s and Mead’s economy, with over 500 businesses licensed within the Town of Mead; and

WHEREAS, as our Town has grown, we have seen the issuance of more business licenses than we have in years, ranging from home occupations, store fronts, restaurants and services; and

WHEREAS, studies have consistently shown that supporting the growth of existing small businesses produce the majority of economic growth in a community, and that entrepreneurs and small businesses stimulate job creation, develop crucial innovation and promote the diversification of local economies; and

WHEREAS, the Town of Mead supports our local businesses that create jobs, boost our local economy and preserve our community;

NOW, THEREFORE, I, Colleen Whitlow, Mayor, of the Town of Mead, do hereby proclaim the month of December 2022 as Business Appreciation Month and encourage all residents to support our business community and their contributions to our economy by shopping locally.

Given under my hand and Seal of the Town of Mead, Colorado
On this 28th day of November 2022

Colleen G. Whitlow
Mayor



Agenda Item Summary

MEETING DATE: November 28, 2022
 SUBJECT: New Liquor License Application – Fermented Malt Beverage (Beer)
 PRESENTED BY: Mary Strutt, Town Clerk / Treasurer

SUMMARY

Applicant: Agfinity, Inc.
 Location: 201 Third Street, Mead, CO 80542

I. BACKGROUND

On October 4, 2022, the Town Clerk received an application from the above-referenced Applicant for a New **Fermented Malt Beverage (Beer) Liquor License** to be located at **201 Third Street, Mead, CO 80542**. This facility will be a gas station and convenience store providing services to residents of the Mead. This license type allows the sale of fermented malt beverages for consumption off premises.

Applicant has submitted all required documentation, completed all fingerprinting, and background check requirements have been reviewed and approved by the Mead Police Department.

The property is currently under construction. The applicant has filed this application in accordance with Mead Municipal Code Section 6-3-290, which allows for the review and approval of a building which is not in existence. The license will not be issued until after an occupancy permit has been issued and staff has conducted an on-site inspection of the premises. The Applicant has opted to apply to the State for a Concurrent Review and all supporting documentation and fees were sent to the State in October, 2022. The Concurrent Review is an expedited review of the liquor license application by the State for an additional fee.

This application requires a public hearing to consider the reasonable requirements of the neighborhood (which is the boundaries of the Town) for the FMB license, the desires of the adult inhabitants, the number, type, and availability of alcohol beverage outlets located in or near the designated neighborhood, and other pertinent matters affecting the qualifications of the applicant. The Public Hearing notice was posted at the location on November 16, 2022 and published in Longmont Times Call on November 19, 2022. The applicant has submitted a petition to the Mead Liquor Licensing Authority with 77 verified resident signatures (75 in favor, 2 opposed) and 3 business owner/manager signatures (3 in favor) from within the designated neighborhood. The Clerk's Office has not received any objections to this new application to date.

II. RESULTS OF APPLICATION INVESTIGATION

- A. Application received: **October 4, 2022**
- B. Posting of Notice at Location: **confirmed**
- C. Fees, Licenses, and Municipal Zoning Code Compliance: **confirmed**
- D. Ownership of Licensed Premises (must be owned or leased in name of Applicant): **Owned**

- E. Building in which the liquor is to be sold is NOT located within one hundred (100) feet of any public or parochial school or the principal campus of any college, university or seminary (per *Mead Municipal Code 6-3-115(a)*): **confirmed**
- F. Number of FMB Licenses in Mead: **Three (3)**
- G. Attachments:
- Application
 - Deed
 - Diagram of Proposed Premises
 - Certificate of Good Standing for Applicant
 - Affidavit of Publication (available at Town Clerk's office)
 - Affidavit of posting notice at the location
 - Zoning Review
 - Distance Map
 - Petition as submitted by applicant representative Liquor Pros
 - All other items required by Section Sec. 6-3-140 of the Mead Municipal Code.

III. STAFF RECOMMENDATION TO AUTHORITY

Based upon the information provided above and in the related attachments, staff:

- ☒ Finds that Applicant has complied with all criteria for a New Fermented Malt Beverage (Beer) Liquor License and recommends that the Mead Liquor License Authority approve Applicant's application for a New FMB (Beer) Liquor License that is the subject of the application.
- ☒ Other recommendations: Staff further recommends that the Liquor Licensing Authority impose the following conditions of approval:
1. Certificate of Occupancy must be issued for the premises
 2. Satisfactory staff inspection of the premises

Recommended Motion:

I MOVE TO APPROVE THE APPLICATION OF **AGFINITY INC** FOR A NEW FERMENTED MALT BEVERAGE LIQUOR LICENSE BASED ON THE FINDINGS SET FORTH IN THE STAFF REPORT FOR THE NOVEMBER 28, 2022 MEETING AND BASED ON THE FOLLOWING ADDITIONAL FINDINGS:

- THAT APPLICANT IS OF GOOD MORAL CHARACTER AND NOT PROHIBITED AS A LICENSEE; AND
- THAT THE PREMISES AND THEIR LOCATION ARE SUITABLE BASED ON A REVIEW OF THE PLANS SUBMITTED; AND
- THAT THE PETITION SUBMITTED BY APPLICANT, ALONG WITH TESTIMONY RECEIVED AT THE PUBLIC HEARING, INDICATE THAT EXISTING OUTLETS ARE INADEQUATE TO SERVE THE THIRST NEEDS OF THE NEIGHBORHOOD AND THAT THERE IS A NEED AND DESIRE FOR AN ADDITIONAL FERMENTED MALT BEVERAGE (BEER) LICENSE AS MEASURED BY THE REASONABLE REQUIREMENTS OF THE NEIGHBORHOOD.

I FURTHER MOVE THAT THIS APPROVAL IS CONDITIONED UPON THE FOLLOWING:

1. APPLICANT RECEIVING A CERTIFICATE OF OCCUPANCY FOR THE PREMISES WITHIN ONE YEAR OF THE DATE OF THIS APPROVAL;
2. A DETERMINATION UPON INSPECTION BY TOWN STAFF THAT THE BUILDING COMPLIES WITH THE ARCHITECT'S DRAWING, PLOT PLAN, AND DETAILED INTERIOR SKETCH SUBMITTED WITH THE APPLICATION.

I FURTHER MOVE TO DIRECT TOWN STAFF TO NOTIFY THE STATE OF COLORADO
LIQUOR ENFORCEMENT DIVISION OF THIS APPROVAL.

ATTACHMENTS

Application
Deed
Diagram of Proposed Premises
Certificate of Good Standing for Applicant
Affidavit of Publication (available at Town Clerk's office)
Affidavit of posting notice at the location
Zoning Review
Distance Map
Petition as submitted by applicant representative Liquor Pros
All other items required by Section Sec. 6-3-140 of the Mead Municipal Code.

Colorado Fermented Malt Beverage License Application

☐ New License	☒ New-Concurrent	☐ Transfer of Ownership
• All answers must be printed in black ink or typewritten • Applicant must check the appropriate box(es) • Local license fee \$ <u>1296.25</u> • Applicant should obtain a copy of the Colorado Liquor and Beer Code: SBG.Colorado.gov/Liquor		
1. Applicant is applying as a/an ☒ Corporation ☐ Individual ☐ Partnership (includes Limited Liability and Husband and Wife Partnerships) ☐ Limited Liability Company ☐ Association or Other		
2. Applicant(s) If an LLC, name of LLC; if partnership, at least 2 partners' names; if corporation, name of corporation Agfinity Inc		FEIN 84-0294550
2a. Trade Name of Establishment (DBA) Agfinity	State Sales Tax No. 01-401913-0004	Business Telephone (970) 454-4000
3. Address of Premises (specify exact location of premises) 201 3rd Street		
City Mead	County Weld	State CO
4. Mailing Address (Number and Street) 4065 St. Cloud Drive, Suite 100	City or Town Loveland	ZIP Code 80542
5. Email Address mblosz@agfinityinc.com		
6. If the premises currently has a liquor or beer license, you MUST answer the following questions		
Present Trade Name of Establishment (DBA) N/A	Present State License No. N/A	Present Class of License N/A
Present Expiration Date N/A		
Section A Nonrefundable Application Fees		Section B Fermented Malt Beverage Beer License Fees
☐ Application Fee for New License \$1,100.00 ☒ Application Fee for New License - w/Concurrent Review \$1,200.00 ☐ Application Fee for Transfer \$1,100.00		☐ Retail Fermented Malt Beverage On-Premises (City) \$96.25 ☐ Retail Fermented Malt Beverage On-Premises (County) \$117.50 ☒ Retail Fermented Malt Beverage Off-Premises (City) \$96.25 ☐ Retail Fermented Malt Beverage Off-Premises (County) \$117.50 ☐ Retail Fermented Malt Beverage On/Off-Premises (City) \$96.25 ☐ Retail Fermented Malt Beverage On/Off-Premises (County) \$117.50 ☐ Master File Location Fee \$25.00 x Total ☐ Master File Background \$250.00 x Total
Questions? Visit SBG.Colorado.gov/Liquor for more information Do Not Write In This Space - For Department Of Revenue Use Only		
Liability Information		
License Account Number	Liability Date:	License Issued Through: (Expiration Date)
		Total \$

Application Documents Checklist and Worksheet

Instructions: This check list should be utilized to assist applicants with filing all required documents for licensure. **All** documents must be properly signed and correspond with the name of the applicant exactly. **All** documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable.

Questions? Visit: SBG.Colorado.gov/Liquor for more information.

Items Submitted, Please Check all Appropriate Boxes Completed or Documents Submitted	
I.	Applicant Information ☒ A. Applicant/Licensee identified ☒ B. State sales tax license number listed or applied for at time of application ☒ C. License type or other transaction identified ☒ D. Submit originals to local authority ☒ E. Additional information required by the local licensing authority
II.	Diagram of the Premises ☒ A. No larger than 8 1/2" X 11" ☒ B. Dimensions included (does not have to be to scale). Exterior areas should show control (fences, walls, etc.) ☐ C. Separate diagram for each floor (if multiple levels) ☒ D. Bold/Outlined licensed premises
III.	Proof of Property Possession (One Year Needed) ☒ A. Deed in name of the applicant ONLY (or) (matching question #2) date stamped/filed with County Clerk ☐ B. Lease in the name of the applicant ONLY (matching question #2) ☐ C. Lease Assignment in the name of the applicant (ONLY) with proper consent from the Landlord and acceptance by the applicant ☐ D. Other agreement if not deed or lease
IV.	Background Information (DR 8404-I) and Financial Documents ☒ A. Individual History Record(s) (Form DR 8404-I) Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members) ☒ B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor. Master File applicants submit results to the State. Do not complete fingerprint cards prior to submitting your application. The Vendors are as follows: IdentoGO – https://uenroll.identogo.com/ Phone: (844) 539-5539 (toll-free) Colorado Fingerprinting – http://www.coloradofingerprinting.com Appointment Scheduling Website: http://www.coloradofingerprinting.com/cabs/ Phone: (720) 292-2722 Toll Free: (833) 224-2227 Details about the vendors and fingerprinting in Colorado can be found on CBI's website here: https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks ☐ C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license ☐ D. List of all notes and loans.
V.	Sole Proprietor/Husband and Wife Partnership (if applicable) N/A ☐ A. Form DR 4679 ☐ B. Copy of State Issued Driver's License or Identification Card for each Applicant
VI.	Corporate Applicant Information (If Applicable) ☒ A. Certificate of Incorporation ☒ B. Certificate of Good Standing ☐ C. Certificate of Authorization if foreign corporation (out of state applicants only)
VII.	Partnership Applicant Information (If Applicable) N/A ☐ A. Partnership Agreement (general or limited). ☐ B. Certificate of Good Standing
VIII.	Limited Liability Company Applicant Information (If Applicable) N/A ☐ A. Copy of Articles of Organization ☐ B. Certificate of Good Standing ☐ C. Copy of Operating Agreement (if applicable) ☐ D. Certificate of Authorization if foreign LLC (out of state applicants only)

7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?					Yes No ☐ ☒
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):					☐ ☒ ☐ ☒ ☐ ☒
(a) been denied an alcohol beverage license? (b) had an alcohol beverage license suspended or revoked? (c) had interest in another entity that had an alcohol beverage license suspended or revoked?					☐ ☒ ☐ ☒ ☐ ☒
If you answered yes to 8a, b or c, explain in detail on a separate sheet					
9. Has a Fermented Malt Beverage license for the premises to be licensed been denied within the preceding one year? If "yes," explain in detail.					☐ ☒
10. Is the proposed Retail Fermented Malt Beverage Off Premises license within 500 feet of any public or parochial school, the principal campus of any college, university, or seminary? NOTE: The distances are to be computed using the methods outlined under C.R.S. 44-3-313(1)(d)(II). Some limited exceptions apply under C.R.S. 44-3-313.					☐ ☒
11. Is the proposed Retail Fermented Malt Beverage Off Premises license, or On/Off premises license, within 500 feet of a Retail Liquor Store licensed under section 44-3-409 C.R.S.? Distance should be determined using guidelines outlined in 44-3-301(12)(c) C.R.S.					☐ ☒
12. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current or former financial interest in said business including any loans to or from a licensee.					☒ ☐
13. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement?					☒ ☐
☒ Ownership ☐ Lease ☐ Other (Explain in Detail) _____					
a. If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:					
Landlord			Tenant		Expires
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes complete question 12.					☐ ☐
c. Attach a diagram or designate the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".					
14. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.					
Last Name	First Name	Date of Birth	FEIN or SSN	Interest	
None					
Last Name	First Name	Date of Birth	FEIN or SSN	Interest	
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.					
15. Name of Manager(s) for all on premises applicants.					
Last Name		First Name		Date of Birth	
N/A		N/A			
16. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.					☐ ☐
17. Tax Information.					Yes No ☐ ☒
a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?					☐ ☒
b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?					☐ ☒

18. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the Applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment to be fingerprinted by an approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.

Name See Attached	Home Address, City & State	Date of Birth	Position	% Owned
Name	Home Address, City & State	Date of Birth	Position	% Owned
Name	Home Address, City & State	Date of Birth	Position	% Owned
Name	Home Address, City & State	Date of Birth	Position	% Owned

** If applicant is owned 100% by a parent company, please list the designated principal officer on above.

** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)

** If total ownership percentage disclosed here does not total 100%, applicant must check this box: ☐

Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

Oath of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature 	Printed Name and Title Robert Garza, Retail Manager	Date 10/04/2022
--	---	---------------------------

Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority	Date of local authority hearing – for new license applicants cannot be less than 30 days from date of application 44-3-311(1) C.R.S.
---	--

Each person required to file DR 8404-I has been:

☐ Fingerprinted

☐ Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license.

(Check One)

☐ Date of Inspection or Anticipated Date _____

☐ Upon approval of state licensing authority

☐ New Fermented Malt Beverage Off Premises licenses, and On/Off Premises licenses, distance requirements of 44-3-301 C.R.S. are satisfied

New Fermented Malt Beverage On/Off premises licenses must meet the qualifications of 44-4-104 C.R.S.

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S. and Liquor Rules. **Therefore, this application is approved.**

Local Licensing Authority for	Telephone Number	☐ Town, City ☐ County
Signature	Printed Name Robert Garza	Title Date
Signature (attest)	Printed Name	Title Date

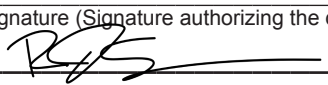
Tax Check Authorization, Waiver, and Request to Release Information

I, Robert Garza am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Agfinity Inc. (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) See Attached		Social Security Number/Tax Identification Number 84-0294550	
Address 201 3rd Street			
City Mead		State CO	Zip 80542
Home Phone Number (970) 381-3852		Business/Work Phone Number (970) 454-4037	
Printed name of person signing on behalf of the Applicant/Licensee Robert Garza			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) 			Date signed 10/04/2022

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

Supplemental Response to Question #12:

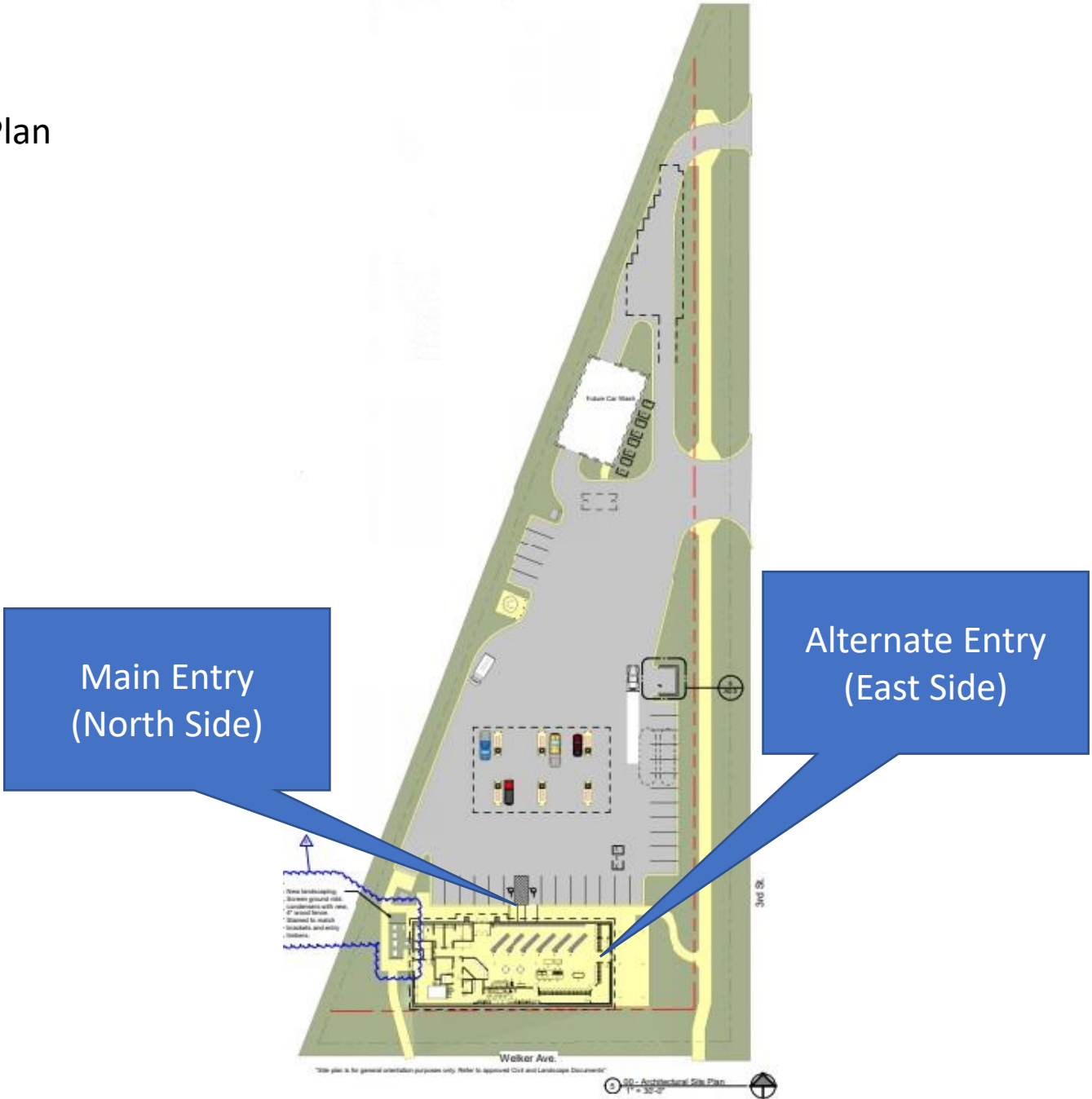
Applicant Agfinity, Inc. holds Fermented Malt Beverage (Off-Premises) Licenses at the following locations:

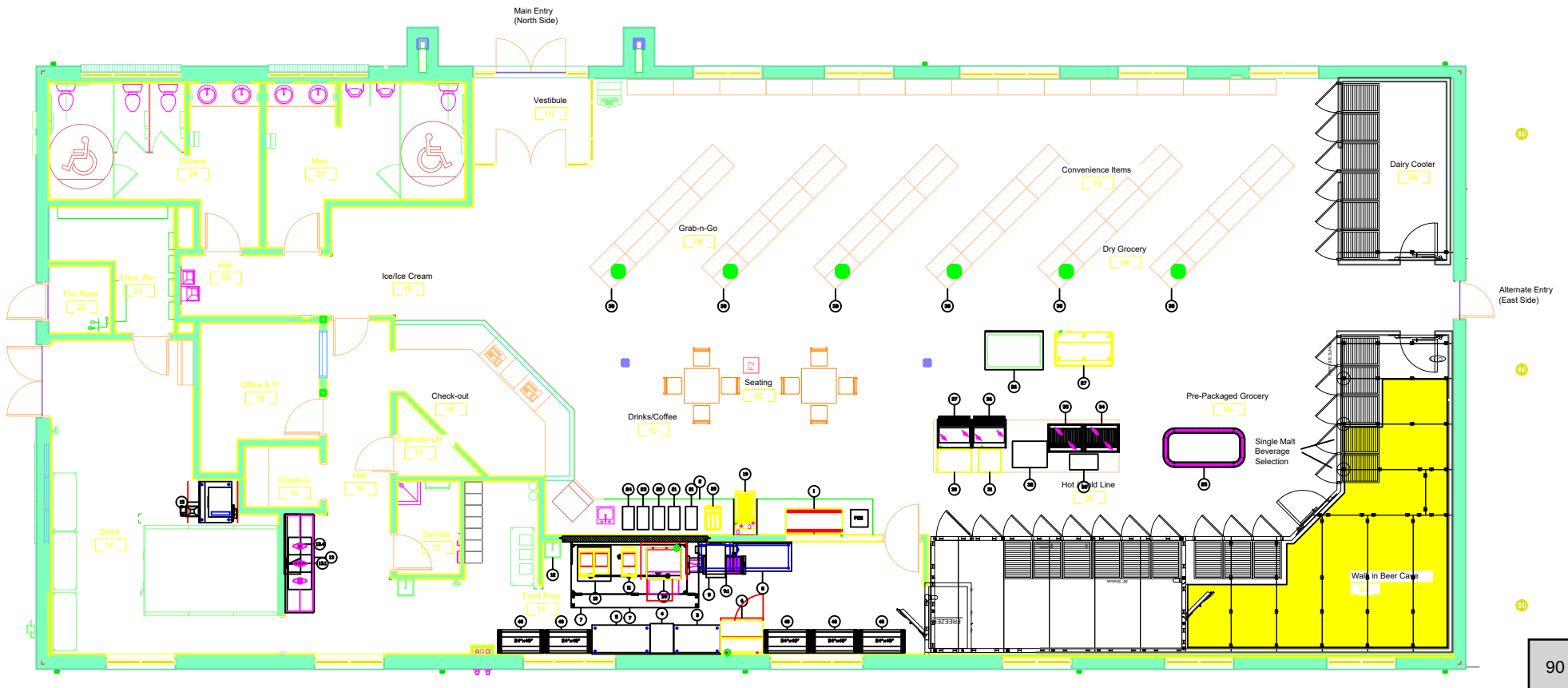
2449 35th Ave.
Greeley, CO 80634

1607 2nd Ave.
Greeley, CO 80634

55 S. Oak Ave.
Eaton, CO 80615

Site Plan





ARTICLES OF INCORPORATION

KNOW ALL MEN BY THESE PRESENTS, That we, J. M. Collins, Thos. Leadbetter, A. E. Myers, O. J. Blandin, Arthur Ling, T. K. Wilson, Frank Korfack, I. B. Rille, R. M. Hutchinson and J. W. Smilie, residents of the County of Weld and State of Colorado, have associated ourselves together as a corporation under the name and style of THE POTATO GROWERS CO-OPERATIVE COMPANY, for the purpose of becoming a body corporate and politic under and by virtue of the laws of the State of Colorado, and in accordance with the provisions of the laws of said State, we do hereby make, execute and acknowledge in triplicate this certificate in writing of our intention so to become a body corporate, under and by virtue of said laws, and do hereby adopt the following articles, to wit:

ARTICLE I. The corporate name and style of said Com, shall be THE POTATO GROWERS CO-OPERATIVE COMPANY.

ARTICLE II. The objects for which said Company is formed and incorporated are: to engage in business as storekeepers, merchants, brokers and commission merchants in buying and selling produce and other merchandise, both at wholesale and at retail, being the property of the stockholders of said Company, or otherwise; to acquire, by purchase or otherwise, real and personal property, both within and without this State, and to hold, own, improve, lease, mortgage, sell and dispose of the same; to buy, own, lease, improve, erect, sell and dispose of such buildings as may be necessary or convenient in the conducting of said business; to borrow money, to obtain money by pledging the franchise and property of said Company to secure the payment thereof; to enter into,

carry out or otherwise turn to account contracts of every kind in connection with said businesses; to acquire, hold, own, pledge, sell and dispose of the stock, bonds, or other interest or obligation of other corporations, both domestic and foreign, and to issue the stock, bonds or other obligation of said Company therefor, and in general to possess all of such powers as are incidental to companies engaged in the storekeeping, merchandising, brokerage or commission business, and such other powers as are necessary and requisite to carry into effect these objects.

ARTICLE III. The capital stock of said Company is Twenty-five Thousand Dollars (\$25,000.), to be divided into five hundred (500) shares of Fifty Dollars (\$50.) for each share, and said stock shall be non-assessable.

ARTICLE IV. Said Company is to exist for the term of twenty (20) years.

ARTICLE V. The affairs and management of said Company are to be under the direction and control of a Board of three (3) Trustees, and A. E. Myers, Arthur Ling and J. M. Collins are hereby selected to act as said Board of Trustees and to manage the affairs and concerns of said Company during the first part of year of its corporate existence and until their successors are elected and qualified.

ARTICLE VI. The operations of said Company will be carried on in the County of Weld and State of Colorado, and in such other counties within this State and in such other States and Territories in the United States and in such countries without the United States, as may hereafter be determined by the Board of Trustees, and the principal place and business office of said Company shall

be located in the Town of Hater, Weld County, Colorado.

ARTICLE VII. The Board of Trustees shall have power to make such prudential By-Laws as they shall deem proper for the management of the affairs of said Company, providing therein the terms and limitations of ownership of stock in said Company, and the method of distribution of the earnings of said Company, either in whole or in part, upon the basis of, or in proportion to, the amount of merchandise bought from or sold to the stockholders and the customers of said Company, according to the statute in such case made and provided, which By-Laws, in order to be effective, shall be approved by the vote of a majority of the shares of stock then issued, and said Board of Trustees shall have power and authority to do and perform all of the things for which said Company is formed and incorporated, and may hold their meetings at such place as they may from time to time determine, either within or without the State of Colorado.

IN TESTIMONY WHEREOF, We have hereunto set our hands and seals this seventh day of August, A.D. 1915.

W. M. Polking (Seal)

Thomas Leadbetter (Seal)

A. N. Myers (Seal)

Archibald Linn (Seal)

J. H. Wilson (Seal)

Frank Russell (Seal)

J. B. Bille (Seal)

R. M. Hutchinson (Seal)

G. W. Snell (Seal)

O. J. Blandin (Seal)



STATE OF COLORADO,
County of Weld, SO.

I, Charles Kroger, a notary public
in and for said County and State aforesaid, do hereby certify
that J. N. Collins, Thos. Loadbetter, A. E. Myers, O. J. Menden,
Arthur Lang, T. K. Wilson, Frank Hurick, J. B. Ellis, R. H.
Mutchinson, and J. W. Smillis, residents of the County of
Weld and State of Colorado, and personally known to me to be
the persons whose names are subscribed to the annexed and
foregoing Certificate of Incorporation, appeared before me
this day in person and acknowledged that they signed, sealed
and delivered the said instrument of writing as their free
and voluntary act and deed for the uses and purposes therein
set forth.

Given under my hand and notarial seal this 7 day
of August, A.D. 1912.

My commission expires My Commission expires June 1913



Charles Kroger
Notary Public

61401 OK 5

This County has been inspected
and properly entered on the re-
cords of the State Tax Commission

Articles
of
Incorporation
of
The Potato
Growers Co-operative
Company

DOMESTIC

Aug 9 1915
O. H. Archibald
Clerk

FILED IN THE OFFICE OF THE
SECRETARY OF STATE OF THE
STATE OF COLORADO, ON

1915 AUG 9 AM 11 29

RECEIVED
JUL 29 1915

John Paul Lee
Attorney at Law
Eaton, Colo.

Recorded by

172 days

Date

Aug 9 1915

Indexed by

Aug 9 1915

RECEIVED

AUG 9 1915

JUL 29 1915

INDEXED

Aug 9 1915

INDEXED

Aug 9 1915

INDEXED

ARTICLES OF AMENDMENT TO ARTICLES OF
INCORPORATION OF THE POTATO GROWERS
COOPERATIVE COMPANY

KNOW ALL MEN BY THESE PRESENTS that a special meeting of the stockholders of The Potato Growers Co-operative Company, a Colorado corporation, was held in Eaton, Colorado, on the 24th day of February, 1967, such meeting having been called by the Secretary of the Company upon order of the Board of Directors and Notice of such meeting having been published as provided by law in The Eaton Herald, a newspaper printed at Eaton, Weld County, Colorado, and notice having been mailed to each stockholder of record not less than ten days prior to the date of such meeting. There was represented in person, by proxy or by mail ballot at such meeting, 133 shares out of a total of 327 shares of the stock outstanding on the books of the Company on date of the meeting. At such meeting the following resolution was passed:

RESOLUTION

"WHEREAS, the Board of Directors of the Potato Growers Co-operative Company has declared it advisable that the name of the corporation be changed from The Potato Growers Co-operative Company to AGLAND, INCORPORATED, and that the Articles of Incorporation of the association be amended to show the change of name of the association, and

WHEREAS, the members of The Potato Growers Co-operative Company do hereby approve said proposed change of name and amendment to the Articles of Incorporation of the association;

NOW, THEREFORE, BE IT RESOLVED, That ARTICLE I - NAME of the Articles of Incorporation of The Potato Growers Co-operative Company be amended, changed and altered so as to read as follows:

ARTICLE I - NAME

The name of this association shall be AGLAND, INCORPORATED."

A quorum of the shareholders of The Potato Growers Co-operative Company being present, adopted the foregoing Resolution amending the Articles of Incorporation of The Potato Growers Co-operative Company as above set forth by a vote of 128 in favor of the amendment and 25 voting against the amendment.

The amendment therefore passed by a majority vote of the members voting as required by law.

These Articles of Amendment executed in duplicate this 24th day of February, 1967.

THE POTATO GROWERS CO-OPERATIVE
COMPANY

By: Ted Sutter
President

ATTEST:

Adams Bruff
Secretary

STATE OF COLORADO)
COUNTY OF WELD) SS

VERIFICATION

Ted Sutter, President of The Potato Growers Co-operative Company, being first duly sworn upon oath deposes and says that he has read the above and foregoing Article of Amendment to Articles of Incorporation of The Potato Growers Co-operative Company and well knows the contents thereof and that the matters and things therein stated and set forth are true of his own knowledge and belief.

Ted Sutter

Ted Sutter

Subscribed and sworn to before me this 24th day of February, 1967,

WITNESS My hand and official seal.

My commission expires: Nov. 24, 1969.



Iris Hughes
Notary Public

192058
Articles of Amendment
TO THE
Articles of Incorporation
OF
THE POTATO GROWERS CO-OPERATIVE
COMPANY

Changing Corporate Name
 10

ATLANTIC, INCORPORATED

DOMESTIC

co-op

FILED in the office of the Secretary of
 State of the State of Colorado, on the
 28th day of February, A.D. 1967.
 BYRON A. ANDERSON
 Secretary of State

Filing Clerk, Robinson, Fees \$5
 Old Age Pension Fund

This document has been inspected
 and found to be correct
 copies of this document are on file

OK

Date March 13, 1967
[Signature] Clerk

RECORDED
 ROLL 104 PAGE 628

13 18 19 6753871

Colorado Secretary of State
Date and Time: 06/20/2012 03:57 PM
ID Number: 19871192058
Document number: 20121335306
Amount Paid: \$25.00

Document must be filed electronically.
Paper documents will not be accepted.

Document processing fee
Fees & forms/cover sheets
are subject to change.

To access other information or print
copies of filed documents,
visit www.sos.state.co.us and
select Business.

\$25.00

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Amendment

filed pursuant to §7-90-301, et seq. and §7-56-202 of the Colorado Revised Statutes (C.R.S.)

ID number: 19871192058

1. Entity name: AGLAND, INCORPORATED
(If changing the name of the cooperative, indicate name BEFORE the name change)

2. New Entity name: AGFINITY, INC.
(if applicable)

3. Use of Restricted Words (if any of these terms are contained in an entity name, true name of an entity, trade name or trademark stated in this document, mark the applicable box):

- ☐ "bank" or "trust" or any derivative thereof
☐ "credit union" ☐ "savings and loan"
☐ "insurance", "casualty", "mutual", or "surety"

4. Other amendments, if any, are attached.

5. If the article 56 cooperative's period of duration as amended is less than perpetual, state the date on which the period of duration expires:

(mm/dd/yyyy)

OR

If the article 56 cooperative's period of duration as amended is perpetual, mark this box: ☐

6. (Optional) Delayed effective date: 07/01/2012 03:00 AM
(mm/dd/yyyy)

Notice:

Causing this document to be delivered to the secretary of state for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

7. Name(s) and address(es) of the individual(s) causing the document to be delivered for filing:

Eggleston	Peter	Martin	
(Last)	(First)	(Middle)	(Suffix)
1401 17th St			
(Street number and name or Post Office Box information)			
Suite 660			
Denver	CO	80202	
(City)	(State)	(Postal/Zip Code)	
	United States		
(Province – if applicable)	(Country – if not US)		

(The document need not state the true name and address of more than one individual. However, if you wish to state the name and address of any additional individuals causing the document to be delivered for filing, mark this box ☐ and include an attachment stating the name and address of such individuals.)

Disclaimer:

This form, and any related instructions, are not intended to provide legal, business or tax advice, and are offered as a public service without representation or warranty. While this form is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form. Questions should be addressed to the user's attorney.

RESTATED AND AMENDED
ARTICLES OF INCORPORATION OF
AGFINITY, INC.
DATED: July 1, 2012

ARTICLE I
NAME

The name of this cooperative shall be Agfinity, Inc.

ARTICLE II
PURPOSE AND POWERS

The purpose for which this cooperative is formed is as follows: to engage in the marketing or selling or in any activity in connection with the marketing or selling of the agricultural products of its members, participating patrons, or other patrons, or with the harvesting, preserving, drying, processing, canning, packing, grading, storing, handling, shipping or utilization thereof, or the manufacturing, or marketing of the by-products thereof, or in connection with the manufacturing selling or supplying, to its members, participating patrons, or other patrons of machinery, merchandise, equipment, services, or supplies, or in the financing of the above enumerated activities, or in any one or more of the activities specified herein or to engage in any business activity not prohibited by law.

ARTICLE III
PLACE OF BUSINESS

The initial principal office of said cooperative shall be maintained in the City of Eaton, Weld County, Colorado.

ARTICLE IV
TERM

The term for which this cooperative shall exist shall be perpetual.

ARTICLE V
CAPITAL STOCK

Section 1. Capital Stock. This cooperative shall be capitalized with capital stock of which shall be divided as follows:

- a. Fifty thousand (50,000) shares of common stock having no par value;
- b. Fifty thousand (50,000) shares of Class A preferred stock having no par value;
- c. Twenty-five million (25,000,000) shares of Class B preferred stock having no par value; and

d. Two million (2,000,000) shares of Class C preferred stock having no par value.

Section 2. Common Stock. The common stock may be purchased, owned, or held only by producers of agricultural products who shall patronize the cooperative in accordance with uniform procedures, terms and conditions prescribed by the board of directors, and only such persons and associations shall be regarded as eligible members. Each eligible member shall be entitled to one, and only one, vote, regardless of the number of shares owned by such member. As prescribed by the Bylaws of the Cooperative, in the event a holder of common stock has ceased to be an eligible member, such person or persons shall have no rights or privileges on account thereof (other than the right to participate in accordance with law in case of dissolution and to receive the price originally paid for or the book value of the shares of common stock owned by the member, whichever is less. In the event of its sale or transfer except as herein provided or allowed, the cooperative shall have the right but not the obligation (1) to purchase such stock at the price originally paid or at the book value, whichever is less, as conclusively determined by its board of directors; (2) to require the transfer thereof at such value to any person eligible to hold the same; or (3) to convert it into an equivalent amount of preferred stock at such value as determined by its board of directors. The common stock shall be the only voting stock of the cooperative, shall not bear interest or dividends, and may be transferred only on the books of the cooperative and with the consent of its board of directors, and then only to persons eligible to hold the same and when the transferor is free from indebtedness to the cooperative. Common stock shall be nonassessable.

Section 3. Class A Preferred Stock. Class A preferred stock may be issued only to individuals, associations, partnerships, corporations, limited liability companies or other legal persons or organizations, who patronize the cooperative, are not eligible to purchase common stock, but are eligible to participate in patronage refunds from the cooperative. Class A preferred stock shall be issued in accordance with the uniform terms and conditions prescribed by the cooperative. It shall carry no voting rights. Upon dissolution or distribution of the assets of the cooperative in liquidation, the stockholders of all Class A preferred stock shall be entitled to receive the lower of price originally paid for or book value of their stock before any distribution is made on common stock.

Section 4. Class B Preferred Stock. Class B preferred stock may be issued to any individuals, associations, partnerships, corporations, limited liability companies or other legal persons or organizations to reflect the retained equity accounts of members and patrons of the cooperative. It shall carry no voting rights. At the discretion of the board of directors, all patronage refunds of the cooperative or any part thereof may be required by the board of directors to be invested in Class B preferred stock. The board of directors may require that an amount equal to a current year's patronage of any member or other patron be invested in Class B preferred stock. Upon dissolution or distribution of the assets of the cooperative in liquidation, the stockholders of all Class B preferred stock shall be entitled to receive the book value of their stock before any distribution is made on Class A preferred stock or on common stock.

Section 5. Class C Preferred Stock. Class C preferred stock may be issued to any individuals, associations, partnerships, corporations, limited liability companies or other legal

persons or organizations. Class C preferred stock shall be issued in accordance with the uniform terms and conditions prescribed by the cooperative. It shall carry no voting rights. Upon dissolution or distribution of the assets of the cooperative in liquidation, the stockholders of all Class C preferred stock shall be entitled to receive the book value of their stock before any distribution is made on common stock.

ARTICLE VI DIRECTORS

The number and term of Directors of this cooperative shall be as set forth in the Bylaws of this cooperative. Only members of the cooperative may be Directors and the Bylaws shall further define any qualifications for Directors. The Director's duties shall be as further set forth in the cooperative's bylaws.

ARTICLE VII DIRECTOR LIABILITY

No Director of the Cooperative shall have any personal liability to the Cooperative or to its members for monetary damages for any breach of the duty of care as a director, except: any acts or omissions in bad faith or that involve intentional misconduct or a knowing violation of law; any transaction from which the Director derived an improper personal benefit; any unlawful liquidation distributions of assets to members, unlawful loans to Directors, or unlawful guarantees of loans to Directors; unlawful dividends; unlawful stock or other equity repurchases; or any other unlawful distribution that was voted for or assented to if the Director did not act in conformance with the standard of care as set forth in Section 7-108-401, Colorado Revised Statutes.

ARTICLE VIII AMENDMENTS

The Articles of Incorporation of the cooperative may be altered or amended at any regular or special meeting called for that purpose pursuant to the Colorado Cooperative Act; Title 7, Article 56, Colorado Revised Statutes. An amendment must first be approved by two-thirds of the directors of the cooperative and then adopted by the affirmative vote of a majority of the members present and voting or voting by mail, if voting by mail is authorized by a majority of the board of directors.

QUITCLAIM DEED

THIS DEED is dated October 30, 2012 and is made
between Adams County Consumers Cooperative Assn

(whether one, or more than one) the "Grantor," of the
County of Weld and State of Colorado

Agility, Inc.
(whether one, or more than one), the "Grantee," whose legal address is
260 Factory Rd.
of the Eaton, CO 80615 County of Weld and State of Colorado

WITNESS, that the Grantor, for and in consideration of the sum of
Ten and 00/100
DOLLARS, (\$),
the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release, sell and QUITCLAIM unto the
Grantee and the Grantee's heirs and assigns, forever, all the right, title, interest, claim and demand which the Grantor has in
and to the real property, together with any improvements thereon, located in the
County of Weld and State of Colorado, described as follows:

- see attached -

also known by street address as:
and assessor's schedule or parcel number:
TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging,
or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the Grantor, either in law
or equity, to the only proper use, benefit and behoof of the Grantee, and the Grantee's heirs and assigns, forever.
IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

[Signature] CEO

STATE OF COLORADO
County of Weld

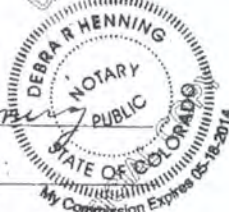
} ss.

The foregoing instrument was acknowledged before me this 30th day of October, 2012
by Larry Ehrman, CEO

Witness my hand and official seal.
My commission expires: 5/18/2014

Insert "City and" where applicable.

Notary Public



and Address of Notary Creating New Legal Description (638-35-106.5, C.R.S.)

Weld County Real Property

R4738086

MEA 25508-A PT SW4 10-3-68 BEG 800'N & 320'E OF SW COR SEC 10 N9D20'E
970' TO SE LN OF GWRR CO R/W SWLY ON E LN RR TO INTSEC OF RR R/W & N LN
CITY LIMITS
MEAD (3.16A) EXC BEG 80'N & 8'E OF NW COR BLK4 MEAD E25' N10D55'E 100' W25'
S19D55'W 100'
TO BEG
PROPERTY LOCATION: 4003 ST MEAD

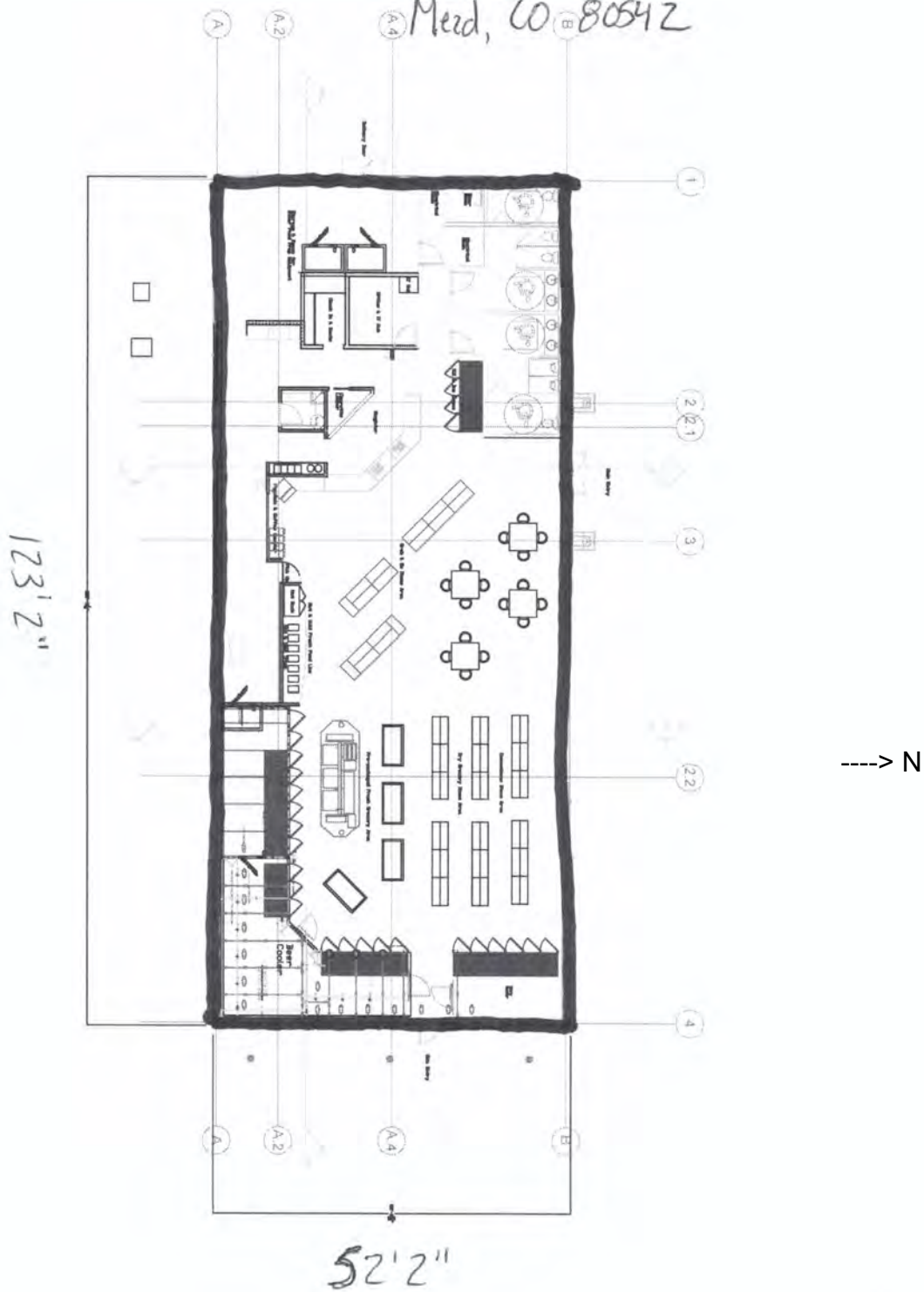
R4739086

DESCRIPTION: MEA 25508 PT SW4 10-3-68 BEG 522'N OF SW COR SEC TH E AT RT
ANGLES 323' N09D20'E 280' TO N CITY LIMIT LN W320' TO E LN RR R/W SWLY ON
RR R/W TO W
LN OF SEC TH S TO BEG (T.98A) EXC W20' L2-4-68 BLK4 MEAD ALSO EXC ROADS
DITCHES STREETS & ALLEYS IF ANY MEAD
PROPERTY LOCATION: MEAD 000000000

Agfinity, Inc.

201 3RD St.

Merid, CO 80542



OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

AGFINITY, INC.

is a

Cooperative

formed or registered on 08/09/1915 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871192058 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/22/2022 that have been posted, and by documents delivered to this office electronically through 11/23/2022 @ 14:05:53 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 11/23/2022 @ 14:05:53 in accordance with applicable law. This certificate is assigned Confirmation Number 14486565 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

AFFIDAVIT OF POSTING

STATE OF COLORADO)
)
 COUNTY OF WELD) SS

I, Aimee Overholser, as Deputy Clerk for the Town of Mead,
 do solemnly swear that the PUBLIC HEARING NOTICE for the Town of
 Mead Liquor License Authority was posted on the 16th day of
November, 2022, for 10 days at:

201 3rd Street

Mead, CO 80542

The Public Hearing is to hear an application to grant a Fermented
 Malt Beverage (Beer) liquor license to Agfinity, Inc. at the
 posted location.

Aimee Overholser
 Signature

Date: 11/23/22



STATE OF COLORADO)
)
 COUNTY OF WELD) SS

(seal)

Subscribed and sworn before me on this 23 day of November, 2022
 by: Aimee Overholser (name as appears on drivers license).

My commission expires: 9-20-2026

Daniel Rivera
 Notary Public

Community Development

Planning and Zoning

October 13, 2022

Re: Liquor License Review for 201 3rd Street (Agfinity Station Mead)

To Whom it may concern,

Thank you for inquiring about the property located at 201 3rd Street, Mead, CO (the “Property”). The Property is currently zoned as the Agfinity Station Mead Planned-Unit Development (PUD) with Downtown Mixed Use (DMU) underlying zoning. This letter confirms that a convenience store, including the retail sale of alcoholic beverages is an allowable use in this zoning district.

Sincerely,

Jason Bradford, AICP
Community Development Director



Legend

- Parcels
- Highway
- County Boundary



279.3 0 139.64 279.3 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
© Weld County Colorado

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes



November 15, 2022

RESULTS OF THE LIQUOR LICENSE SURVEY REGARDING: **Agfinity**
 201 3rd Street
 Mead, CO 80542

Applicant: Agfinity, Inc.
 Purpose: Application for a New Retail Fermented Malt Beverage Off-Premises License

ISSUE: A petition was circulated to determine if the needs of the neighborhood and desires of the inhabitants were or were not being presently met by existing similar alcoholic beverage outlets. Those in favor of Agfinity being granted a NEW Retail Fermented Malt Beverage Off-Premises License indicated by checking the "Favor – YES" column of the signature sheet and those opposed checked the "Oppose - NO" column. The results were as follows:

Favor "YES"		Oppose "NO"		<u>TOTAL SIGNATURES</u>
98%	78	2%	2	80

SURVEY STATISTICS

	Favor "YES"		Oppose "NO"		TOTAL
Business Survey Results	100%	3	---	0	3
Residential Survey Results	97%	75	3%	2	77

Percentages in this report have been rounded to the nearest whole number.

	BUSINESS	RESIDENTIAL	TOTAL
No Response	4	198	202
Declined to Participate	0	28	28
Not Qualified to Sign	1	4	5
Disqualified	0	0	0
"No" Signatures	0	2	2
"Yes" Signatures	3	75	78
TOTAL CONTACTS & ATTEMPTS	8	307	315

>Number of Businesses and Residents Contacted: 315 Attempts – 202 No Response = 113
 >Business Survey Participation Rate: 3 Signatures/ 3 Qualified Contacts = 100%
 >Residential Survey Participation Rate: 77 Signatures/ 105 Qualified Contacts = 73%
 >Percentage of Residents Home During Survey: 109 Contacts/ 307 Attempts = 36%

REASONS FOR OPPOSITION SIGNATURES		REASONS FOR DECLINING TO PARTICIPATE	
No Reason	2	Not Interested	14
Total	2	Do Not Sign Any Petitions/Surveys	10
		Too Busy	3
		Against Alcohol	1
		Total	28
		CONTACTS NOT QUALIFIED TO SIGN	
		Under 21	4
		Owner / Manager Unavailable	1
		Total	5

PETITION METHODOLOGY

- Survey Date and Times:**

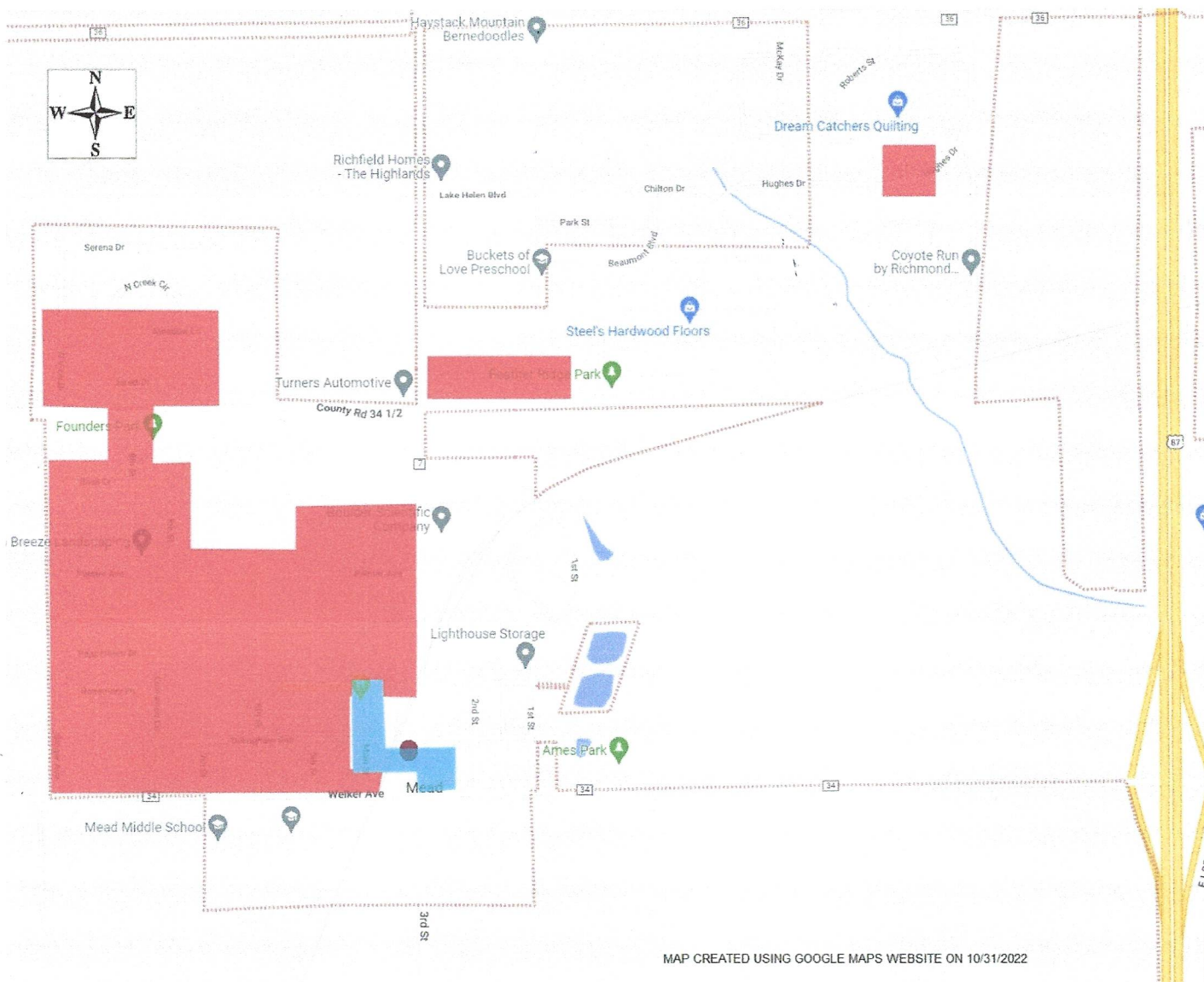
Business & Residential:	Friday	November 4, 2022	10:00 am – 5:30 pm
Residential:	Saturday	November 5, 2022	11:00 am – 5:45 pm

- Survey Areas:** Circulators started in close to the site and worked their way out and obtained samples from qualified signers within the boundary area. Please see attached map.
- Circulators of the Survey:** There was one circulator for this survey. Prior to the start of the survey, the circulator was briefed on the type of liquor license application, the areas to be surveyed and reminded to remain unbiased in their approach to residents and businesspeople. The circulator had with her a face sheet with the applicant business name, location and hearing information, instructions, and the petition/survey issue along with signature sheets and a map of the proposed location. The circulator used tally sheets to record all contacts, attempts and reasons for opposition signatures and refusals. Upon conclusion of the survey, the circulator signed notarized affidavits of circulation. The original survey packets were pre-filed with the Town of Mead Town Clerk's Office.

Report prepared and respectfully submitted by,



Eva L. Garretson
Liquor Licensing Professionals, LLC



Agfinity
201 3rd Street
Mead, CO 80542

APPLICATION FOR A RETAIL
FERMENTED MALT BEVERAGE
OFF-PREMISES LICENSE



SURVEY RESULTS:



BUSINESS
AREAS
COVERED
IN SURVEY



RESIDENTIAL
AREAS
COVERED
IN SURVEY

SURVEY DATE :
NOVEMBER 4 & 5, 2022

BUSINESS PETITION TO THE TOWN OF MEAD LIQUOR LICENSING AUTHORITY

This petition/opinion poll is being conducted to determine the reasonable requirements, needs and desires of the adult inhabitants of the defined neighborhood in accordance with the Colorado Liquor Code, Article 3-5, Title 44, C.R.S. and local licensing authority rules/procedures. **If you feel/think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call the Licensing City Clerk's office at: 970-535-4477.**

Applicant: Agfinity, Inc.
 d/b/a: **Agfinity**
 Address: 201 3rd Street, Mead, CO 80542
 Application for a **New Retail Fermented Malt Beverage Off-Premises License**

A **Public Hearing** on this matter will be held before the Town of Mead Liquor Licensing Authority, on **Monday, November 28th, 2022, at 6:00 pm** in the **Mead Town Hall, 441 Third Street, Mead, CO**

****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.**

INSTRUCTIONS – QUALIFICATIONS FOR SIGNING THIS PETITION

- You are at least 21 years of age.
- You must be a resident or business owner or manager within the designated area **(Please see attached map)**.
- You have not signed another petition concerning the same application.
- You have read or had the opportunity to read the petition in its entirety and understand its meaning.
- Petition circulators must witness all signatures

PETITION ISSUE: If you **SUPPORT** this application because present liquor establishments of this type are insufficient for your present needs and it is your desire this license be issued, sign the petition **Favor "YES"**.

If you **DO NOT SUPPORT** this application because present liquor establishments of this type are sufficient for your needs and it is your desire this license is not issued, please sign the petition **OPPOSED "NO"**.

Please sign your name only; First Name, Middle Initial, Last Name. Businesses: List Business Name & Address

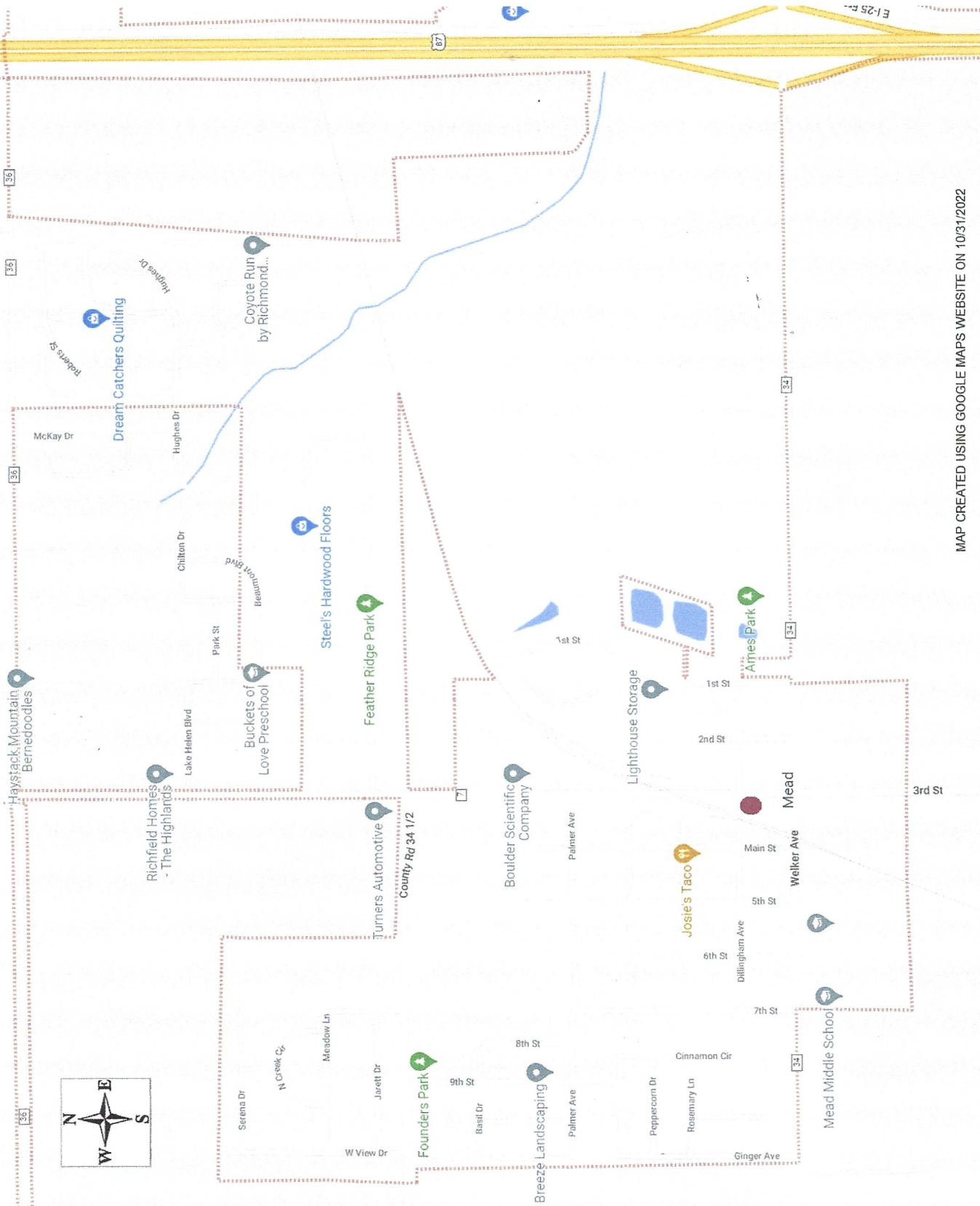
Today's Date w/Year	Printed Name	Business Name	Age	Favor YES X	Oppose NO X	Reason	
	Signature	Business Address				Circle Owner or Manager	
11/4 2022	Camrin Knudsen	241 Weller Way	40	X		Owner	1
	Joan Knudsen	Ziggis Coffee				Manager	
11-4 2022	Cheyenne Janus	Active Life	25	X		Owner	2
	Cheyenne Janus	209 main st unit C				Manager	
11-4 2022	SOSEFINA	237 main st	44	✓		Owner	3
	SAENZ	Jessie's tacos				Manager	
						Owner	4
						Manager	
						Owner	5
						Manager	



MAP CREATED USING GOOGLE MAPS WEBSITE ON 10/31/2022

APPLICATION FOR A RETAIL FERMENTED MALT BEVERAGE OFF-PREMISES LICENSE

Agfinity
201 3rd Street
Mead, CO 80542



AFFIDAVIT CIRCULATOR

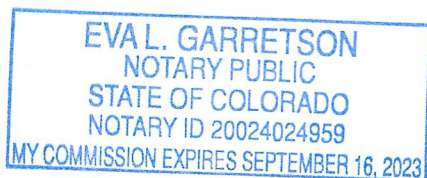
I, Raylene Briseno, do hereby certify that I was the circulator of the attached petitions and further, that I personally witnessed each signature appearing on the petitions. To the best of my knowledge, each signature thereon is the signature of the person whose name it purports to be, each address given opposite each name is the true address of the person that signed, that each person who signed the petition represented him/herself to be 21 years of age or older, and that each person who signed the petition had the opportunity to read, or have read to them, the petition in its entirety and understands its meaning. I also hereby affirm that no promises, threats, or inducements were employed whatsoever in connection with the presentation of this petition and that every signature appearing hereon was completely free and voluntarily given.

Raylene Briseno
Circulator

STATE OF COLORADO)
COUNTY OF EL PASO) SS.

Subscribed and sworn to before me this 7th day
of November, 2022.

Eva L. Garretson
Notary Public



SEPTEMBER 16, 2023
My commission expires

RESIDENTIAL PETITION TO THE TOWN OF MEAD LIQUOR LICENSING AUTHORITY

This petition/opinion poll is being conducted to determine the reasonable requirements, needs and desires of the adult inhabitants of the defined neighborhood in accordance with the Colorado Liquor Code, Article 3-5, Title 44, C.R.S. and local licensing authority rules/procedures. **If you feel/think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call the Licensing City Clerk's office at: 970-535-4477.**

Applicant: Agfinity, Inc.
d/b/a: **Agfinity**
Address: 201 3rd Street, Mead, CO 80542
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PETITION ISSUE: If you **SUPPORT** this application because present liquor establishments of this type are insufficient for your present needs and it is your desire this license be issued, sign the petition **Favor "YES"**.

If you **DO NOT SUPPORT** this application because present liquor establishments of this type are sufficient for your needs and it is your desire this license is not issued, please sign the petition **OPPOSED "NO"**.

Please sign your name only; First Name, Middle Initial, Last Name.

Today's Date w/Year	Printed Name <i>Signature</i>	Street Address	Age	Favor YES X	Oppose NO X	Reason
11-4 2022	Debra Zimnowski <i>Debra Zimnowski</i>	16783 Chilton Dr. Mead, Co. 80542	64	X		
11-4 2022	Thomas Zimnowski <i>Thomas Zimnowski</i>	16783 Chilton Dr Mead, CO 80542	67	X		
11-4 2022	Kirsha Moore <i>Kirsha Moore</i>	442 Fairbairn Ave Mead CO 80542	33	✓		
11-4 2022	Diana Cornell <i>D. Cornell</i>	530 5 th St Mead, Co 80542	73	✓		
11/4 2022	Thane Peppler <i>Thane</i>	218 5 th st mead CO 80542	21	✓		

Please sign your name only; First Name, Middle Initial, Last Name.

Today's Date w/Year	Printed Name	Street Address	Age	Favor YES X	Oppose NO X	Reason
	Signature					
11-4 2022	Jeremiah Coque <i>J R Coque</i>	130 5th St Lead CO 80542	46	X		
11-4 2022	MAX Henderson <i>max Henderson</i>	133 5th St	75	X		
11-4 2022	Gerrig Plaaster <i>Gerrig Plaaster</i>	305 5th St	75	X		
11-4 2022	Sonia Bultman <i>Sonia Bultman</i>	306 6th St	52	X		
11-4 2022	ESTERAD MARTINEZ <i>ESTERAD</i>	542 MARTIN AVE	78	X		
11-4 2022	Barbara Mary <i>Barbara Mary</i>	542 Martin Ave	68	X		
11-4 2022	Travis Urynowicz <i>Travis Urynowicz</i>	406 6th St	48	X		
11-4 2022	Helen Padula <i>H.P.</i>	426 6th St	86	X		
11-4 2022	elena Padula <i>S.P.</i>	420 6th St	34	X		
11-4 2022	KARLYN GRIFFEE <i>Karlyn Griffie</i>	405 6th St	54	X		
11/4 2022	Larry McMullen <i>Larry McMullen</i>	341 6th St	51	X		
11/4 2022	Kayla McMullen <i>Kayla McMullen</i>	341 6th St	28	X		
11/4 2022	Bethanne Answorth <i>Bethanne Answorth</i>	325 6th St	61		X	

Please sign your name only; First Name, Middle Initial, Last Name.

Today's Date w/Year	Printed Name Signature	Street Address	Age	Favor YES X	Oppose NO X	Reason
11/4 2022	Mar L Gosselin Mar L Gosselin	241 6th St	67	X		
11/4 2022	Mar L Gosselin	233 6th St	67	X		
11/4 2022	Jonathan Scott Jonathan Scott	410 6th Street	33	X		
11/4 2022	Tyler Streeter TJ	217 6th St	30	X		
11/4 2022	Erin Dienes Erin Dienes	2578 Palmer Ave Mead, CO	37	X		
11-4 2022	Brianna Bohn Brianna Bohn	329 Palmer Ave Mead CO	31	X		
11-4 2022	Melissa Seipelt Melissa Seipelt	359 Martin ave	42	X		
11-4 2022	Jose Campos Jose Campos	353 Martin Ave Mead	41	X		
11-5 2022	Ave Griffith Ave Griffith	241 Mead St	42	X		
11-5 2022	Nancy Lee Nancy Lee	206 2nd St	41	X		
11-5 2022	Jo Smith Jo Smith	127 1st St. Mead, Co. 80542	63	X		
11-5 2022	Larry Smith Larry Smith	127 1st St. Mead, Co 80542	50	X		
11-5 2022	Sherry Zimmerman Sherry Zimmerman	205 1st St mead, CO 80542	55	X		

Please sign your name only; First Name, Middle Initial, Last Name.

Today's Date w/Year	Printed Name Signature	Street Address	Age	Favor YES X	Oppose NO X	Reason
11/5/22	Kye Song Kye Song	208 first St MEAD CO	57	X		
11/5/22	Tessa Searey Tessa Searey	205 1st St mead co	23	X		
11/5/22	Nancy Jackson nancy jackson	209 1st St mead Co	28	X		
11/5/22	Matt McLean Matt McLean	215 1st St	53	X		
11/5/22	Anne M. Davis Anne M. Davis	225 1st St	58	X		
11/5/22	Rob M Davis Rob M Davis	225 1st St	65	X		
11/5/22	Carole A. Davis Carole A. Davis	134 2nd St	61		X	
11-5 2022	David Slopfer David Slopfer	109 2nd St	57	X		
11-5 2022	Rozanne Goodrich Rozanne Goodrich	529 3rd St	48	X		
11-5 2022	Jordyn Scumaci J Scumaci	201 1st St	28	✓		
11-5 2022	Vincent Guglielmi Vincent Guglielmi	201 1st St	27	✓		
11-5 2022	José Barroman José Barroman	541 3rd St	48	✓		
11-5 2022	Anabel Soto Anabel Soto	541 3rd st	41	✓		

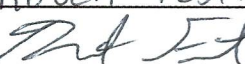
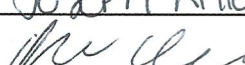
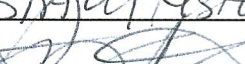
Please sign your name only; First Name, Middle Initial, Last Name.

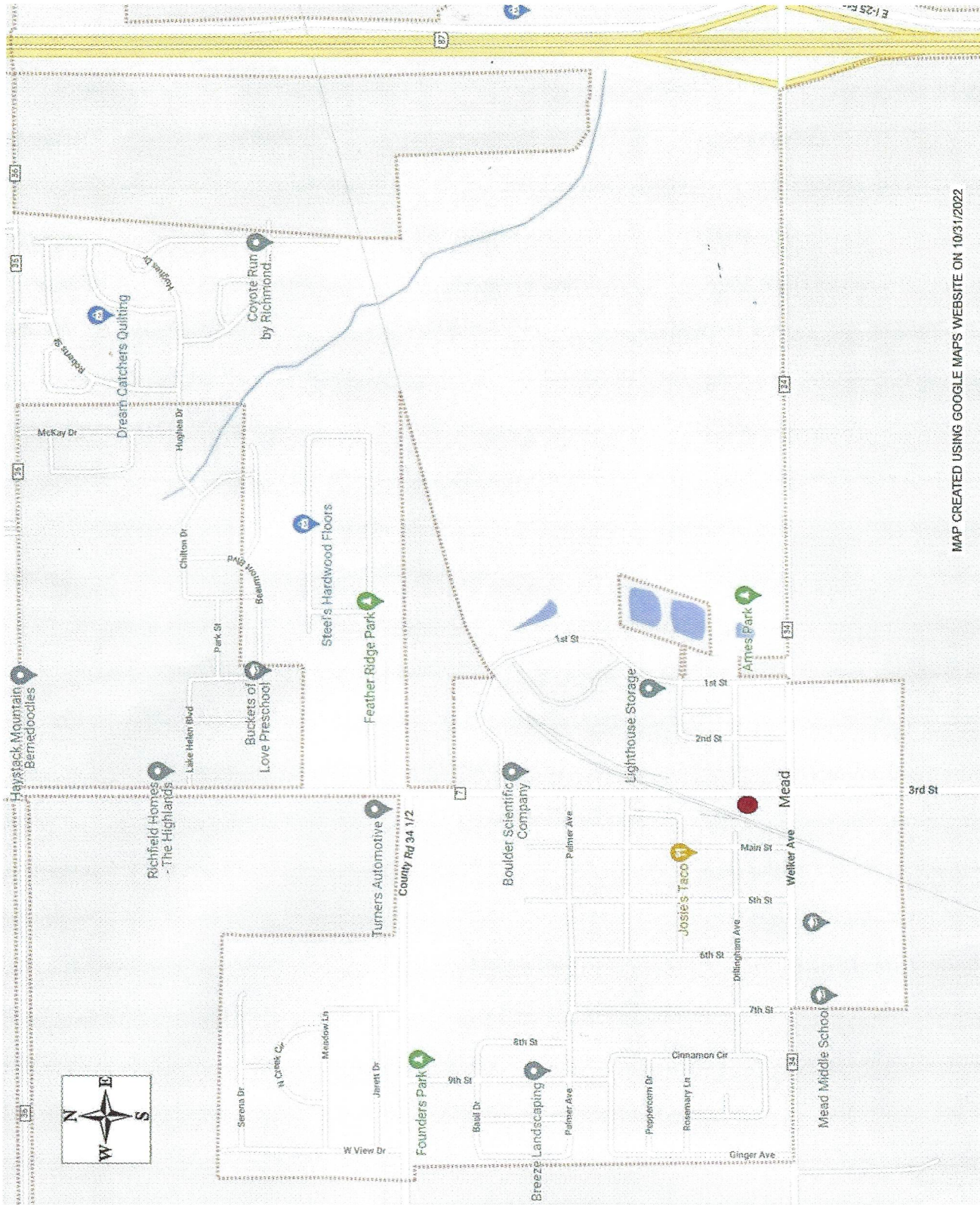
Today's Date w/Year	Printed Name Signature	Street Address	Age	Favor YES X	Oppose NO X	Reason	
11-5 2022	JASON STAYER <i>Jason Stayer</i>	510 MAIN ST	52	X			1
11-5 2022	IRVIN Acker <i>Irvin Acker</i>	505 Pulmon ave	80	X			2
11-5 2022	Joe Krebs <i>Joe Krebs</i>	125 6 th St	70	X			3
11-5 2022	Delbert Howard <i>Delbert Howard</i>	442 Palmer Ave	78	X			4
11-05 2022	Dorrel Kemp <i>Dorrel Kemp</i>	521 5th St	40	X			5
11-05 2022	Maggie Kemp <i>Maggie Kemp</i>	521 5th St	40	X			6
11/5 2022	Patricia Peppas <i>Patricia</i>	346 5th Street	102	X			7
11/5 22	Jennifer Souder <i>Jennifer Souder</i>	433 main St.	35	X			8
11/5 22	Chris Souder <i>Chris Souder</i>	433 main St.	37	X			9
11/5 22	Matt Bruck <i>Matt Bruck</i>	441 Main St	33	X			10
11/5 22	Liliana Bruck <i>Liliana Bruck</i>	441 Main St	29	X			11
11/5 22	Melissa Flett <i>Melissa Flett</i>	333 7th St	61	X			12
11/5 22	Rita Ziller <i>Rita Ziller</i>	307 7th St	53	X			13

Please sign your name only; First Name, Middle Initial, Last Name.

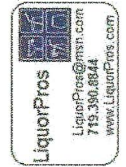
Today's Date w/Year	Printed Name Signature	Street Address	Age	Favor YES X	Oppose NO X	Reason
11/5 2022	Brandi Murphy	118 7th St mead CO 80542	38	X		
11/5 2022	Miko Mitchell	119 7th St mead CO 80542	39	X		
11/5 22	Lacey Wolf	134 7th St mead CO 80542	32	X		Wulike Beerwin
11/5 22	Hayden Wolf	1347th St	32	X		
11/5 22	Kevin Rademacher	242 7th St	55	X		
11/5 2022	Pam Sengold	418 7th	61	Y		
11/5 2022	Alexa Decheff	434 7th St	34	X		
11/5 2022	Jack Dias	434 7th St	35	X		
11/5 2022	Jackie Schliker	16315 9th St	59	X		
11/5 2022	Alysha Decheff	16315 9th St	29	X		
11/5 2022	Mary DeJulio	16328 8th St	37	X		
11/5 2022	Jason DeJulio	16328 8th St	40	X		
11/5 2022	Kati Pacotti	16338 8th St	41	X		

Please sign your name only; First Name, Middle Initial, Last Name.

Today's Date w/Year	Printed Name Signature	Street Address	Age	Favor YES X	Oppose NO X	Reason
11/5/22	Garrett Pacotli 	16338 8th St. Mead, CO 80542	39	X		
11/5/22	MARK WITTANEN 	16347 8th St. MEAD, CO 80542	66	X		
11/5/22	Arial Mullis 	16317 8th St Mead, CO 80542	25	X		
11/5/22	Robert Festi 	16317 8th St Mead, CO 80542	30	X		
11/5/22	Joseph Killam 	16317 8th St Mead, CO 80542	31	X		
11/5/22	Stacy Rester 	16358 8th St. Mead	53	X		
11/6/22	Doug Rester Doug Rester	Same ↑	59	X		



MAP CREATED USING GOOGLE MAPS WEBSITE ON 10/31/2022



APPLICATION FOR A RETAIL
FERMENTED MALT BEVERAGE
OFF-PREMISES LICENSE

Agfinity
201 3rd Street
Mead, CO 80542

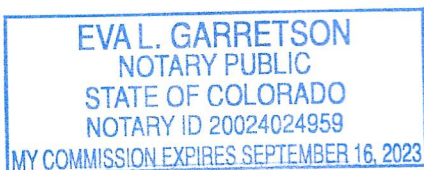
AFFIDAVIT CIRCULATOR

I, Raylene Briseno, do hereby certify that I was the circulator of the attached petitions and further, that I personally witnessed each signature appearing on the petitions. To the best of my knowledge, each signature thereon is the signature of the person whose name it purports to be, each address given opposite each name is the true address of the person that signed, that each person who signed the petition represented him/herself to be 21 years of age or older, and that each person who signed the petition had the opportunity to read, or have read to them, the petition in its entirety and understands its meaning. I also hereby affirm that no promises, threats, or inducements were employed whatsoever in connection with the presentation of this petition and that every signature appearing hereon was completely free and voluntarily given.

Raylene Briseno
Circulator

STATE OF COLORADO)
) SS.
COUNTY OF EL PASO)

Subscribed and sworn to before me this 17th day
of NOVEMBER, 2022.



Eva L. Garretson
Notary Public

SEPTEMBER 16, 2023
My commission expires



Agenda Item Summary

MEETING DATE: November 28, 2022
SUBJECT: Appointment of Town Officers
PRESENTED BY: Mary Strutt, Town Clerk / Treasurer

SUMMARY

After each Regular Municipal Election, the Board of Trustees must appoint officers of the Town within 30 days of taking office. The election was held on November 8, 2022, with the Mayor and Trustees being sworn in on November 28, 2022.

Staff has prepared resolutions reappointing the current officers as Town Manager, Town Clerk, Town Treasurer, Town Attorney and Municipal Court Judge.

Town Manager	Helen Migchelbrink has been the Town Manager since May 1, 2017. The Town Manager is a contract employee who is the chief administrative officer of the Town.
Town Clerk	Mary Strutt was appointed Town Clerk effective June 13, 2017. The Town Clerk is records custodian, elections official and responsible for licensing.
Town Treasurer	Mary Strutt was appointed Town Treasurer in addition to the duties of Town Clerk effective November 25, 2019. The Treasurer receives, maintains and accounts for all monies belonging to the Town.
Town Attorney	Marcus McAskin, Law Firm of Michow, Cox & McAskin, LLP was appointed Town attorney April 30, 2018. The Town Attorney acts as legal advisor to and is advisor and counsel for the Board of Trustees.
Municipal Court Judge	David Thrower was appointed Municipal Court Judge April 30, 2018. The Municipal Judge presides over Municipal Court.

FINANCIAL CONSIDERATIONS

The Town Manager, Town Clerk and Town Treasurer are staff positions whose pay are determined by Town of Mead Compensation Schedule. The Town Manager works under an employment agreement. The Town Attorney works under a letter of engagement and the Municipal Judge under an agreement for services.

STAFF RECOMMENDATION/ACTION REQUIRED

In order to appoint the Town Manager, Town Clerk, Town Treasurer, Town Attorney and Municipal Court Judge, the Board would need to adopt the attached Resolutions:

Resolution No. 89-R-2022 – A Resolution of the Town of Mead, Colorado, Appointing a Town Manager

Resolution No. 90-R-2022 – A Resolution of the Town of Mead, Colorado, Appointing a Town Clerk and Town Treasurer

Resolution No. 91-R-2022 – A Resolution of the Town of Mead, Colorado, Appointing a Town Attorney

Resolution No. 92-R-2022 – A Resolution of the Town of Mead, Colorado, Appointing a Municipal Court Judge and Authorizing the Mayor to Execute that Certain Amended and Restated Agreement for Municipal Judge Services.

ATTACHMENTS

- Resolution No. 89-R-2022 (Town Manager)
- Resolution No. 90-R-2022 (Town Clerk and Treasurer)
- Resolution No. 91-R-2022 (Town Attorney)
- Resolution No. 92-R-2022 (Municipal Court Judge)

TOWN OF MEAD, COLORADO
RESOLUTION NO. 89-R-2022

A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPOINTING A
TOWN MANAGER

WHEREAS, the Board of Trustees (“Board”) is required to appoint a Town Manager by Section 2-3-10(a)(1) and Section 2-3-120 of the *Mead Municipal Code* (“MMC”); and

WHEREAS, Helen Migchelbrink is currently serving as the Town Manager, pursuant to Resolution No. 50-R-2020 dated April 27, 2020; and

WHEREAS, MMC Sec. 2-3-120 states that the Town Manager may, at the discretion of the Board, be appointed to successive terms; and

WHEREAS, the Board desires to reappoint Ms. Migchelbrink for a term commencing on the effective date of this Resolution and continuing until the first meeting after compliance with C.R.S. § 31-4-401 by the members of the next succeeding Board of Trustees,

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

Section 1. Appointment. Helen Migchelbrink is hereby reappointed as Town Manager.

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 28th DAY OF NOVEMBER, 2022.

ATTEST:

TOWN OF MEAD

By _____
Mary E. Strutt, MMC, Town Clerk

By _____
Colleen G. Whitlow, Mayor

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 90-R-2022**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPOINTING A
TOWN CLERK AND TOWN TREASURER**

WHEREAS, the Board of Trustees (“Board”) is required to appoint a Town Clerk by Section 2-3-10(a)(2) and Section 2-3-50 of the *Mead Municipal Code* (“MMC”); and

WHEREAS, Mary Strutt is currently serving as the Town Clerk, pursuant to Resolution No. 51-R-2020 dated April 27, 2020; and

WHEREAS, MMC Sec. 2-3-50 states that the Town Clerk may, at the discretion of the Board, be appointed to successive terms; and

WHEREAS, the Board of Trustees (“Board”) is required to appoint a Town Treasurer by MMC Sec 2-3-10(a)(3) and Sec 2-3-60; and

WHEREAS, Mary Strutt is currently serving as the Town Treasurer, pursuant to Resolution No. 52-R-2020 dated April 27, 2020; and

WHEREAS, MMC Sec. 2-3-60 states that the Town Treasurer may, at the discretion of the Board, be appointed to successive terms; and

WHEREAS, the Board desires to reappoint Ms. Strutt for a term commencing on the effective date of this Resolution and continuing until the first meeting after compliance with C.R.S. § 31-4-401 by the members of the next succeeding Board of Trustees,

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

Section 1. Appointment. Mary Strutt is hereby reappointed as Town Clerk and as Town Treasurer.

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 28th DAY OF NOVEMBER, 2022.

ATTEST:

TOWN OF MEAD

By _____
Mary E. Strutt, MMC, Town Clerk

By _____
Colleen G. Whitlow, Mayor

TOWN OF MEAD, COLORADO
RESOLUTION NO. 91-R-2022

A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPOINTING A
TOWN ATTORNEY

WHEREAS, the Board of Trustees (“Board”) is required to appoint a Town Attorney by Section 2-3-10(a)(4) and Section 2-3-70 of the *Mead Municipal Code* (“MMC”); and

WHEREAS, Marcus McAskin is currently serving as the Town Attorney, pursuant to Resolution No. 54-R-2020 dated April 27, 2020; and

WHEREAS, Mr. McAskin practices at the law firm of Michow Cox & McAskin LLP (“MCM”); and

WHEREAS, MMC Sec. 2-3-70 states that the Town Attorney may, at the discretion of the Board, be appointed to successive terms; and

WHEREAS, the Board desires to reappoint Mr. McAskin for a term commencing on the effective date of this Resolution and continuing until the first meeting after compliance with C.R.S. § 31-4-401 by the members of the next succeeding Board of Trustees,

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

Section 1. Appointment. Marcus McAskin is hereby reappointed as Town Attorney subject to the terms and conditions of that certain Amended and Restated Agreement for Legal Services dated May 1, 2020, a copy of which is on file with the Town Clerk and is incorporated herein by reference.

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 28th DAY OF NOVEMBER, 2022.

ATTEST:	TOWN OF MEAD
By _____ Mary E. Strutt, MMC, Town Clerk	By _____ Colleen G. Whitlow, Mayor

TOWN OF MEAD, COLORADO
RESOLUTION NO. 92-R-2022

A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPOINTING A
MUNICIPAL COURT JUDGE AND AUTHORIZING THE MAYOR TO
EXECUTE THAT CERTAIN AMENDED AND RESTATED AGREEMENT
FOR MUNICIPAL JUDGE SERVICES

WHEREAS, the Board of Trustees (“Board”) is required to appoint a Municipal Court Judge by Section 2-3-10(a)(5) and Section 2-5-20 of the *Mead Municipal Code* (“MMC”); and

WHEREAS, David J. Thrower (“Judge Thrower”) is currently serving as the Town’s Municipal Court Judge, pursuant to Resolution No. 53-R-2020 dated April 27, 2020; and

WHEREAS, MMC Sec. 2-5-20 states that the Municipal Court Judge may, at the discretion of the Board, be appointed to successive terms; and

WHEREAS, the Board desires to reappoint Judge Thrower for a term commencing on the effective date of this Resolution and continuing until the first meeting after compliance with C.R.S. § 31-4-401 by the members of the next succeeding Board of Trustees,

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

Section 1. Appointment. Judge Thrower is hereby appointed as Municipal Court Judge subject to the execution and terms of that certain Amended and Restated Agreement for Municipal Judge Services, a copy of which is on file with the Town Clerk and is incorporated herein by reference (the “Amended Agreement”). The Board hereby authorizes the Mayor or Mayor Pro Tem to execute the Amended Agreement on behalf of the Town.

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 28th DAY OF NOVEMBER, 2022.

ATTEST:

TOWN OF MEAD

By _____
Mary E. Strutt, MMC, Town Clerk

By _____
Colleen G. Whitlow, Mayor

**AMENDED AND RESTATED
AGREEMENT FOR MUNICIPAL JUDGE SERVICES**

THIS AMENDED AND RESTATED AGREEMENT FOR MUNICIPAL JUDGE SERVICES (“Agreement”) is made and entered into by and between **DAVID J. THROWER** (hereinafter “Judge” or “JUDGE THROWER”) and the **TOWN OF MEAD**, a municipal corporation of the State of Colorado (the “Town”) (together, the “Parties”). This Agreement shall be effective as of the date of mutual execution hereof by the Parties (“Effective Date”).

RECITALS AND REPRESENTATIONS

WHEREAS, the Board of Trustees previously appointed JUDGE THROWER to serve as the Municipal Judge by Resolution No. 53-R-2020 dated April 27, 2020 (the “2020 Appointment Resolution”); and

WHEREAS, the Town and the Judge executed that certain Agreement for Municipal Judge Services following the effective date of the 2020 Appointment Resolution (the “Prior Agreement”); and

WHEREAS, the Board of Trustees has reappointed JUDGE THROWER to continue to serve as the Municipal Judge by Resolution No. 92-R-2022, a copy of which is attached as **Exhibit A** and is incorporated herein by reference (the “Appointment Resolution”); and

WHEREAS, the Appointment Resolution contemplates the execution of this Agreement; and

WHEREAS, the Parties desire to amend and restate the Prior Agreement to, among other things, increase the Judge’s monthly compensation as set forth herein, and

NOW, THEREFORE, in consideration of the mutual undertakings set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree that the Prior Agreement is hereby amended and restated in its entirety in accordance with this Agreement and further agree as follows:

1. **JUDGE'S COMPENSATION.** The Judge has been appointed as the presiding Judge of the Town of Mead Municipal Court. The Judge’s compensation shall be paid at the rate of one thousand five hundred dollars (\$1,500.00) per month commencing on December 1, 2022. The Judge shall be further compensated at the rate of two hundred dollars (\$200.00) per day for any additional court date(s) beyond one arraignment docket and one trial date currently scheduled each month. The Judge shall submit an invoice for the judicial services to the Town within thirty (30) days following the end of a calendar month in which judicial services are rendered, and the Town shall pay such invoice within twenty (20) days of receipt. The

compensation rates set forth herein shall be effective for the term of this Agreement, without modification unless agreed by the Parties in writing.

2. **JUDGE’S SCOPE OF SERVICES.** The Judge shall be responsible for all typical duties of the presiding Municipal Court Judge as set forth in applicable provisions of the Mead Municipal Code (“MMC”), and as dictated by the Colorado Municipal Court Rules and the Colorado Code of Judicial Conduct. The Judge shall at all times during the term of this Agreement comply with the Colorado Municipal Court Rules, the Constitutions and applicable laws of the United States and the State of Colorado, and the ordinances, resolutions and regulations of the Town. The Judge shall be licensed to practice law by the Colorado Supreme Court and shall remain in good standing during the term of this Agreement.

3. **ANNUAL BUDGET/APPROPRIATION.** Notwithstanding any provision of this Agreement to the contrary, the Town is not obligated by this Agreement to make any payments in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or to make payments from any funds of the Town other than funds appropriated for the payment of current expenditures. All payment obligations of the Town under this Agreement are from year to year only and do not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of the Town.

4. **INDEPENDENT CONTRACTOR.** This Agreement is one for independent contractor services. The Judge is appointed to this position by the Board of Trustees pursuant to MMC Sec. 2-5-20. The Judge is an independent contractor and shall not be considered an employee of the Town for purposes of any federal or state law. The Town shall not be obligated to secure and shall not provide any employment benefits of any kind or type to or for the Judge, including but not limited to worker’s compensation, disability insurance, vacation or sick leave, retirement contributions, or other benefits. The Judge shall be responsible for any federal and state income tax withholding on moneys earned pursuant to this Agreement. Notwithstanding the independent nature of the agreement between the parties, it is agreed that pursuant to the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 et. seq. and or any other provision of law, the Judge is an appointed official of the Town entitled to any and all benefits of law pertaining to judicial and sovereign immunity and to coverage by the Town’s insurance applicable to persons holding such a position for claims brought against them in their official capacity or arising out of their performance of official duties as described herein, in accordance with the terms, conditions, limits, and exclusions of such insurance as in effect from time to time.

5. **EFFECTIVE DATE.** This Agreement shall be effective on the Effective Date and shall continue until the term of the Judge ends. As set forth in the Appointment Resolution, the Judge’s term commences on the effective date of the Appointment Resolution and continues until the first meeting after compliance with C.R.S. § 31-4-401 by the members of the next succeeding Board of Trustees of the Town. The Parties acknowledge and agree that the Judge may be appointed to successive terms.

6. **TERMINATION WITHOUT CAUSE OR REASON.** This Agreement may be terminated for cause only as set forth in C.R.S. § 13-10-105(2) and MMC Sec. 2-5-20. The Judge may resign his position upon written notice to the Mayor and Town Manager.
7. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement between the parties. The Parties agree that on the Effective Date of this Agreement the Prior Agreement shall be terminated in its entirety.
8. **SEVERABILITY.** If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.
9. **AMENDMENTS.** The terms and conditions of this Agreement may be modified only by the mutual written consent of JUDGE THROWER and the Board of Trustees.
10. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Weld County, Colorado.
11. **PARAGRAPH CAPTIONS.** The captions of the paragraphs are set forth only for the convenience and reference of the parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.
12. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Amended and Restated Agreement for Municipal Judge Services as of the date(s) set forth below.

[signature pages follow].

[Town signature page to Amended and Restated Agreement for Municipal Judge Services]

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

By: _____
Colleen G. Whitlow, Mayor

Date of execution:_____, 2022

ATTEST:

Mary E. Strutt, MMC, Town Clerk

[signature page to Amended and Restated Agreement for Municipal Judge Services]

JUDGE: David J. Thrower

By: _____
David J. Thrower
[mailing address on file with
the Town of Mead]

Date of execution: _____, 2022

Exhibit A
Appointment Resolution

(note – executed copy of Resolution to be inserted)

TOWN OF MEAD, COLORADO
RESOLUTION NO. ____-R-2022

A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPOINTING A
MUNICIPAL COURT JUDGE AND AUTHORIZING THE MAYOR TO EXECUTE
THAT CERTAIN AMENDED AND RESTATED AGREEMENT FOR MUNICIPAL
JUDGE SERVICES

WHEREAS, the Board of Trustees (“Board”) is required to appoint a Municipal Court Judge by Section 2-3-10(a)(5) and Section 2-5-20 of the *Mead Municipal Code* (“MMC”); and

WHEREAS, David J. Thrower (“Judge Thrower”) is currently serving as the Town’s Municipal Court Judge, pursuant to Resolution No. 53-R-2020 dated April 27, 2020; and

WHEREAS, MMC Sec. 2-5-20 states that the Municipal Court Judge may, at the discretion of the Board, be appointed to successive terms; and

WHEREAS, the Board desires to reappoint Judge Thrower for a term commencing on the effective date of this Resolution and continuing until the first meeting after compliance with C.R.S. § 31-4-401 by the members of the next succeeding Board of Trustees,

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

Section 1. Appointment. Judge Thrower is hereby appointed as Municipal Court Judge subject to the execution and terms of that certain Amended and Restated Agreement for Municipal Judge Services, a copy of which is on file with the Town Clerk and is incorporated herein by reference (the “Amended Agreement”). The Board hereby authorizes the Mayor or Mayor Pro Tem to execute the Amended Agreement on behalf of the Town.

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 ____ DAY OF NOVEMBER, 2022.

ATTEST:

TOWN OF MEAD

By _____
Mary E. Strutt, MMC, Town Clerk

By _____
Colleen G. Whitlow, Mayor



Agenda Item Summary

MEETING DATE: November 28, 2022

SUBJECT: **Resolution No. 93-R-2022** – A Resolution of the Town of Mead, Colorado, Approving that Certain Intergovernmental Agreement and Addendum with the City of Loveland Pulse to Provide Fiber Optic Internet Service to the New Public Works Facility

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

SUMMARY

The new Public Works Facility is currently utilizing temporary wireless internet service that is inadequate for reliability and does not provide suitable bandwidth for business operations. The facility is located over one mile from the nearest CenturyLink or TDS connection point, and significant construction of new conduit and fiber is required in order to serve the facility with fiber. These infrastructure costs would have to be borne by the facility project. Instead, the Town desires to enter into an Intergovernmental Agreement with the City of Loveland Pulse to provide fiber optic internet service to the facility for one hundred fifteen thousand dollars (\$115,000.00). Pulse will utilize existing infrastructure already in place to the PRPA substation property located immediately west of the Public Works Facility.

Resolution No. 93-R-2022: (1) approves the Project IGA, (2) delegates authority to the Mayor to execute the Project IGA on behalf of the Town when in final form, and (3) delegates authority to the Town Manager to execute such other documents or instruments as may be necessary to complete the Project in accordance with the terms of the Project IGA.

FINANCIAL CONSIDERATIONS

The maximum amount payable by the Town under the Project IGA is one hundred fifteen thousand dollars (\$115,000.00), unless such amount is increased by an appropriate modification to the Project IGA and executed by the Town and the City of Loveland Pulse. The facility budget anticipated \$300,000 for utilities as highlighted below. Funds are available in the Municipal Facilities Fund for this purpose (09-50-5511).

Facility Project Budget	\$	5,020,000.00
Design	\$	338,297.00
General Contractor	\$	3,494,109.00
Fees and Permitting	\$	25,000.00
Utilities	\$	300,000.00
Construction Admin (Architect, Owner's Rep)	\$	190,000.00
Testing/Potholing	\$	25,000.00
Security Cameras	\$	30,000.00
Cabling, AV/Telecom	\$	38,000.00

Access Control/Door hardware	\$	95,000.00
Security Alarm	\$	7,500.00
Furniture, Equipment	\$	100,000.00
Emergency Generator (\$40k grant)	\$	100,000.00
Contingency	\$	277,094.00
	\$	5,020,000.00

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends the Board of Trustees approve the Intergovernmental Agreement and addendum with the City of Loveland Pulse to provide fiber optic internet service to the new Public Works Facility.

Suggested Motion: *“I move to adopt Resolution No. 93-R-2022, Approving that certain Intergovernmental Agreement and Addendum with the City of Loveland Pulse to provide fiber optic internet service to the new Public Works Facility for an amount not to exceed \$115,000.”*

ATTACHMENTS

Resolution No. 93-R-2022
Project IGA

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 93-R-2022**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO,
APPROVING THAT CERTAIN INTERGOVERNMENTAL AGREEMENT
AND ADDENDUM WITH THE CITY OF LOVELAND PULSE TO PROVIDE
FIBER OPTIC INTERNET SERVICE TO THE NEW PUBLIC WORKS
FACILITY**

WHEREAS, the Town of Mead (the “Town”) and the City of Loveland have agreed on the terms to that certain Intergovernmental Agreement and the addendum thereto regarding providing Fiber Optic Internet Service to the new Public Works Facility (the “Project IGA”); and

WHEREAS, the Project IGA and the addendum thereto addresses installation of fiber optic wire and connection to the Public Works Facility (the “Project”); and

WHEREAS, the maximum amount payable by the Town under the Project IGA is **ONE HUNDRED FIFTEEN THOUSAND DOLLARS AND ZERO CENTS (\$115,000.00)** unless such amount is increased by an appropriate written modification to the Project IGA executed by the Town and the City of Loveland Pulse; and

WHEREAS, a copy of the Project IGA and the addendum thereto is on file with the Town Clerk and is incorporated herein by reference; and

WHEREAS, the Board of Trustees desires to approve the Project IGA and the addendum thereto and desires to further delegate authority to the Mayor to execute the Project IGA on behalf of the Town when in final form; and

WHEREAS, the Board of Trustees further desires to delegate all necessary authority to the Town Manager to execute such other documents or instruments as may be necessary to complete the Project in accordance with the terms of the Project IGA and the addendum thereto.

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

Section 1. The foregoing recitals and findings are incorporated herein as findings and conclusions of the Board of Trustees.

Section 2. The Board of Trustees hereby: (a) approves the Project IGA and the addendum thereto in the form currently on file with the Town Clerk; (b) authorizes the Town Attorney in cooperation with the Town Manager and Town Engineer to make non-material changes to the Project IGA that do not materially increase the Town’s obligations; (c) authorizes the Mayor to execute the Project IGA on behalf of the Town when in final form; and (d) delegates all necessary authority to the Town Manager to execute such other documents or instruments as may be necessary to complete the Project in accordance with the terms of the Project IGA.

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

Section 4. 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 5. 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 28th DAY OF NOVEMBER, 2022.

ATTEST:

TOWN OF MEAD

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

By: _____
Colleen G. Whitlow, Mayor

**INTERGOVERNMENTAL AGREEMENT FOR PULSE COMMUNICATION
SERVICES PROVISION TO THE TOWN OF MEAD’S
MUNICIPAL PUBLIC WORKS BUILDING**

THIS INTERGOVERNMENTAL AGREEMENT FOR PULSE COMMUNICATION SERVICES PROVISION IN THE TOWN OF MEAD (“Agreement”) is made and entered into this ____ day of _____, 20____, by and between the City of Loveland (“Loveland”) and the Town of Mead (“Mead”) (collectively the “Parties”).

WHEREAS, voters of Loveland and Mead, respectively, approved legally required ballot measures at general elections, authorizing each entity to provide services contemplated in Colorado Revised Statutes, Title 29, Article 27, including cable television service, telecommunications service, and advanced service (collectively, “Communications Services”); and

WHEREAS, Loveland is a home-rule municipality which has undertaken the financing, construction, and all further operations to establish a municipal utility for the provision of Communications Services (“Pulse”); and

WHEREAS, Mead is a statutory town that wishes to have access to high-quality Communications Services; and

WHEREAS, to provide or acquire reliable, competitive, and cost-effective Communications Services, the Parties each desire to collaborate with neighboring governments or communications enterprises, to leverage resources and efficiencies for the benefit of each party; and

WHEREAS, Pulse has the means to provide robust Communications Services to Mead; and

WHEREAS, Mead wishes to acquire Communications Services for use at its municipal Public Works building; and

WHEREAS, to permit Pulse to provide Communications Services to Mead and establish the manner and means by which the provision occurs, the Parties wish to enter this Agreement; and

WHEREAS, as Colorado governmental entities, Loveland and Mead are authorized, pursuant to Colo. Const. art. XIV, § 18(2)(a) and C.R.S. § 29-1-203, to cooperate or contract with one another to acquire or provide any government function, service, or facility lawfully authorized to each.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

- 1. Grant of Access.** Mead grants Loveland the authority to enter such parts of Mead as necessary to provide Communications Services to Mead’s municipal Public Works building. By this grant of access, Mead does not purport to convey, nor does Loveland

purport to receive, the right to enter private property that would require permission from private entities, including natural persons or corporate entities, for access to provide Communications Services.

- 2. **Term.** This Agreement shall be effective from the date first written above and shall not terminate unless a party defaults under the terms of the Agreement, the non-defaulting party provides notice of such default, and default is not cured within thirty (30) days of receipt of notice, if the breach is not capable of being cured within thirty (30) days, the Party must make substantive process on curing such breach. The total time to cure such breach shall not exceed ninety (90) days without consent of the non-defaulting Party.
- 3. **Costs and Revenues.** Pulse shall be solely responsible for all costs related to providing the Communications Services. Pulse shall provide those Communications Services defined in **Exhibit A** below and Mead shall pay the rate defined in Exhibit A for such Communication Services.
- 4. **Ownership and Management of Communications Services Facilities.** Pulse shall retain control and ownership of the facilities it uses to provide Communications Services in Mead to the Public Works building. Any issues that may arise in the construction and management of the physical fiber network shall remain entirely within Pulse’s control and discretion and are outside the scope of this Agreement.
- 5. **Permitting and Franchise Requirements.** Pulse’s installation and maintenance activities remain subject to all applicable permitting requirements, including Mead right-of-way rules. Any cable television service, as defined by C.R.S. § 29-27-102(2), that Pulse may eventually offer shall be subject to any applicable franchise requirement that may exist under Mead laws.
- 6. **Notices.** Written notices required under this Agreement and all other correspondence between the Parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested or as updated in Exhibit A:

If to Loveland: Brieana Reed-Harmel, Municipal Fiber Manager
City of Loveland, Water and Power
200 Wilson Avenue
Loveland, CO 80537
Brieana.Reed-Harmel@cityofloveland.org
970-962-3592

With copies to: Loveland City Attorney’s Office
Broadband Matters
500 East 3rd Street, Suite 330
Loveland, CO 80537

If to Mead:

With copies to: Mead Town Attorney's Office

7. **Amendment.** Except as provided below, approval of amendments to this Agreement will be managed according to the respective approval policies of each party. To the extent that Loveland desires to provide service to other properties in Town, the Parties shall enter into a separate agreement for such additional properties.

8. **General Terms**

- a. **Subject to Appropriation; No Multiple Year Obligation.** It is understood and agreed by the Parties that any obligation of Loveland or Mead hereunder, whether direct or contingent, shall extend only to funds appropriated by the Parties' respective governing bodies and encumbered for the purpose of this Agreement. The Parties do not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years. Likewise, this Agreement shall not create a multiple-fiscal year direct or indirect debt or financial obligation of either Loveland or Mead.
- b. **Employee Status.** All employees of each governmental entity who perform any services in relation to this Agreement shall remain the employees solely of the governmental entity employing them to perform such services and not of any other party hereto. No party shall obtain, by virtue of paying or being reimbursed for or paying for costs under this Agreement, any direct control over the management, scheduling or facilities of the other party.
- c. **Governmental Immunity Act.** No term or condition of this Agreement shall be construed or interpreted as a waiver, by any party, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq.
- d. **Entire Agreement.** This Agreement contains the entire agreement of the Parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of the Parties.
- e. **No Third Party Beneficiary.** The Parties understand and expressly agree that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. Nothing contained in this Agreement shall give or allow any such claim or right of action by any third person. It is the express intention of the Parties that any person other than the signatory hereto receiving benefits under this Agreement shall be deemed to be an incidental beneficiary only.
- f. **Severability.** In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or

render unenforceable any other provision of this Agreement.

- g. Headings.** Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.
- h. Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Larimer, State of Colorado.
- i. Legal Constraints.** The Parties recognize the legal constraints imposed upon them by the constitutions, statutes, and regulations of the State of Colorado and of the United States and imposed upon the Parties by their respective local laws, including, charters and local codes. Subject to such constraints, the Parties intend to carry out the terms and conditions of this Agreement. Notwithstanding any other provision in this Agreement to the contrary, in no event shall either of the Parties exercise any power or take any action which shall be prohibited by applicable law.
- j. Counterparts.** This Agreement may be executed in separate counterparts, and the counterparts taken together shall constitute the whole of this Agreement.
- k. Electronic Signature.** This Agreement may be executed by electronic signature.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

CITY OF LOVELAND

ATTEST:

By: _____
City Manager

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Assistant City Attorney

CITY OF MEAD

ATTEST:

By: _____
Town Manager

By: _____
TownClerk

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT A
Scope of Pulse Services and Payment Terms

**ADDENDUM TO GOVERNMENT SERVICES AGREEMENT
ELIMINATING INDEMNIFICATION PROVISION**

This addendum to the Commercial Service Order Form for the Town of Mead – Public Works Building is adopted as part of the agreement.

Notwithstanding any provision in the Commercial Service Order Form, any of the Terms and Conditions found at: www.LovelandPulse.com/TermsAndConditions, or any other document or aspect of the parties’ relationship—including other addenda, service level agreements, amendments, or otherwise—Mead shall not be obligated to indemnify Loveland for any matter relating to Pulse services rendered to Mead—including design, installation, delivery, maintenance, or any other aspect of service provision.

Rather, Mead shall be responsible for any and all claims, damages, liability and court awards, including costs, expenses, and attorney fees incurred, as a result of any action or omission of Mead or its officers, employees, and agents, in connection with its receipt and use of Pulse services. Likewise, Loveland shall be responsible for any and all claims, damages, liability and court awards, including costs, expenses, and attorney fees incurred, as a result of any action or omission of Loveland or its officers, employees, and agents, in connection with delivery of Pulse services.

Section 18, Item a.



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