



BOARD OF TRUSTEES

441 3rd Street, Mead

Monday, May 09, 2022

AGENDA (AMENDED 5/6/22)

- I. 5:30 p.m. to 6:00 p.m.
WORK SESSION: Occupation Tax Discussion
- II. 6:00 p.m. to 10:00 p.m.
REGULAR MEETING

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

1. Call to Order – Roll Call

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

2. Moment of Silence

3. Pledge of Allegiance to the Flag

4. Review and Approve Agenda

5. Staff Report: Town Manager Report

[a.](#) Manager's Report

6. Proclamations

[a.](#) National Police Week May 15 - 21, 2022

[b.](#) Public Works Week May 15 - 21, 2022

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

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

[a.](#) Approval of Minutes - Regular Meeting April 25, 2022

[b.](#) April 2022 Aged Receivables

[c.](#) Check Register May 04, 2022

[d.](#) **Resolution No. 34-R-2022** - A Resolution of the Town of Mead, Colorado, Awarding the Bid and Approving a Construction Agreement Between the Town and Vance Brothers, Inc. for the Street Resurfacing Project

[e.](#) **Resolution No. 35-R-2022** - A Resolution of the Town of Mead, Colorado, Awarding the Bid and Approving a Construction Agreement Between the Town and Metro Pavers, Inc. for Asphalt Patching

- f. **Resolution No. 36-R-2022** - A Resolution of the Town of Mead, Colorado, Granting Conditional Acceptance of the Public Improvements Associated with the Ziggi's Coffee Site Plan
- g. **Resolution No. 37-R-2022** - A Resolution of the Town of Mead, Colorado, Approving a Purchase Order for a Skid Loader in the Amount of Fifty-Four Thousand Seven Hundred Ninety-Six Dollars and Sixty-Seven Cents (\$54,796.67)

9. Public Hearing

a. Waterfront Preliminary Plat

- i. **Resolution No. 38-R-2022** - A Resolution of the Town of Mead, Colorado, Conditionally Approving the Waterfront Filing No.1 Preliminary Plat

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

11. Elected Official Reports

- a. Town Trustees
- b. Mayor Whitlow

12. Legislative Update

13. Adjournment

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

TO: Honorable Mayor and Trustees

FROM: Helen Migchelbrink, Town Manager

DATE: May 9, 2022

SUBJECT: Town Manager Report

- The Police Department has been training on two new software systems: Tracker SAFE for evidence management was implemented April 28. Weld County will implement Central Square software for computer aided dispatch and records management August 15th. Staff are being trained in the software over the summer.
- Sewer usage fees were adjusted on March 1st based on reported water usage and the 2022 rates. To date, we have received eleven requests for rate recalculation in accordance with the town's sewer and use rate policy.
- A temporary use permit application is anticipated to be submitted for a donut competition scheduled for August at Sugar Mill Antiques & Vintage Depot. The organizer has been referred to Weld County for a Special Event Permit and requires a parking plan to move forward with the Town's temporary use permit.
- Annual records management review and records disposal has been completed. Please see attached report.
- The Spring Clean-up event was held May 6 and May 7.
- Mead Motorheads is holding their annual car show festival on Memorial Day in the Town Park.
- Town Managers from Mead, Milliken, Johnstown and Berthoud met with representatives of Allo Communications this week to discuss the final details of the license agreements and franchise agreements which will be brought to the four towns' councils for consideration in the coming months. Allo is planning to provide high speed Gig internet services to the four towns.
- Ritchie Bros will conduct its quarterly online only auction May 25 and 26 with over 4000 items up for bid.
- Key projects update:
 - Third Street Reconstruction Project: This project is complete.
 - Public Works Facility: There has been significant activity this past week with exterior concrete, trash enclosure, and interior rough-in for electric, HVAC, plumbing, and communications.
 - Lorin Mead Park at Highland Lake Improvements: The project is experiencing a roughly one month delay relative to a pier design issue. The parking lot and restroom is expected to open the week of May 9, with the pier opening in mid-July.
 - 3rd and Welker Intersection – Staff is reviewing a change order to accommodate modifications due to the addition of federal funds. This includes additional environmental and real estate related efforts.
- YTD totals for new single family home permits:
 - 2022 YTD 25 SF Permits, 113 Certificates of Occupancy
- Boards and Commissions
 - Planning Commission will be held Wed, May 18 at 6:00 PM at Town Hall.
 - Long-term Finance Committee member Paul Nilles is moving out of state and has resigned from the committee. The vacancy has been posted on the Town's website. The committee is scheduled to review the draft financial audit and first quarter financial and investment reports.

- Human Resources
 - The Town is advertising for a few open positions. The Town is using NeoGov for its recruiting platform <https://www.governmentjobs.com/careers/townofmead>
 - One Police Officer candidate accepted an offer of employment and is being vetted. Interviews are underway for the other open positions.
 - The kickoff meeting between the Town and Graves Consulting was held this week. Graves will be completing a study of employee benefits with respect to other communities in the area to determine total compensation in preparation for the 2023 budget. Next steps include a meeting with all Department heads to lay out the process, goals and objectives.

Community Development

- The QuikTrip Site Plan and Site Plan Agreement are scheduled for a Board meeting on May 31st.
- The Meadow Ridge Preliminary Plat is scheduled to appear before the Board May 31st.
- Staff is working on the Mead Distribution Center project (in the Raterink subdivision) Site Plan and Site Plan Agreement. Staff is hoping to bring these documents to the Planning Commission this summer.
- The Grand Meadow PUD and Preliminary Plat are in the final steps of the staff review process. Staff is hoping to bring these documents to the Planning Commission this summer.
- All the regular Planning Commission seats are now occupied, and there are two (2) applicants for the open alternate member positions. Staff is working with the Town's Attorneys and with the Department of Local Affairs (DOLA) to conduct a training work session for the Planning Commission. This training will equip the newer members of the Commission with the skills and knowledge they need to perform their duties with professionalism and confidence. It will also be a helpful reminder for staff and those members who have been with the Commission for a while.
- The Town's Permit Technician, Jeannine Reed, passed the test, through the International Code Council (ICC), to become a certified Permit Technician. The Town can be proud of the professionalism and credibility that this establishes for the Building Division and the Community Development Department. We are very proud of Jeannine. Please join us in congratulating her on this impressive achievement.

Public Works and Engineering

- The sewer lining project is underway, Cured in Place Pipe (CIPP). Insituform will be lining several locations in the downtown area starting May 6.
- A kick-off meeting is scheduled with the architect for the design of the board/court room remodel for May 11.
- County Road 28 closure – the Lakeside Canyon (St. Acacius) development will be closing CR 28 for turn lane construction and asphalt overlay for approximately 10 days. Work was originally scheduled for early May but has been postponed until June when school is not in session.
- Community Center – Staff held a kick-off meeting with the Town's owner's representative to initiate the preparation of deconstruction plans for the old bean plant building. A photographer has been engaged to document the structure and help preserve its history.
- Street maintenance projects will begin in May, starting with the concrete repairs in the Western Meadows subdivision.

Community Engagement

- Older Active Adults will be heading to Empower Field on May 13 for a tour, followed by lunch. We currently have 13 registered to attend.
- Enrollment for youth baseball is underway. Currently 106 kids are registered, compared to 80 in 2021.

- SVVSD will be prepping both baseball fields 2 and 3 at Mead Elementary school and installing new base anchors. The Town will be responsible for league prep during the season.
- Dates for Meet, Greet, and Eat with Your Board of Trustees have been finalized. The outdoor events will provide an opportunity for residents to chat with Trustees and staff. The dates and locations are: June 28-The Highlands, July 26-Sorrento, August 30-Grand View Estates. Free pizza, water and ice cream will be available at each location.
- Mead Ponds have severely low levels of water. Unfortunately, the Fishing is Fun clinic, scheduled for June, will need to be postponed to the fall. Colorado Parks and Wildlife will not stock the ponds with fish until water returns to an inhabitable and sustainable level.

Police Department

- Report Attached



Agenda Item Summary

MEETING DATE: May 9, 2022

SUBJECT: 2022 Records Retention Annual Report

PRESENTED BY: Mary Strutt, Town Clerk / Treasurer

SUMMARY

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

Below is a list of those records which were destroyed April 21, 2022. The number in parenthesis is the retention term as set forth in the Colorado Municipal Records Retention Schedule.

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

- Municipal Court Cases 2017 (4 years)
- Peddler's Permits 2018 & 2019 (2 years)
- Right of Way Permits January – February 2021 (3 years) *
- Grading Permits 2019 (2 years)
- Driveway and Culvert Permits 2019 & 2020 (3 years) *
- Impound Records 2006-2013 (2 years)
- Right of Way Permits January – December 2019 (3 years) *
- Dog and Cat License Applications January -December 2019 (2 years)
- Room/Park Reservations and Rental Forms (2 years)
- Right of Way Permits January – December 2020 (2 years) *
- Passport Transmittal Forms 2019 (2 years)
- Finance 941, SUI, and State Withholding 2018 (4 years)
- Finance Billing Registers 2019 (2 years)
- Finance Payroll Registers 2018 (2 years)
- Finance Cash Receipts 2018 (3 years)
- Master Plans for Coyote Run 2013 (180 days)
- Comp Plan and 2008 Budget Copy (no retention)
- 12/2019-12/2020 Board Meeting Notes (until minutes approved)
- 2014 Hunting Permits (2 years)

- 2012-2019 Temporary Use Permits (2 years)
- 2009-2018 SEP Liquor Licenses (3 years)
- Liquor License – Black Canyon Distillery (2 years)
- 2011-2021 Background Checks for Liquor Licenses (no retention)
- 2018 Poll Book and 2018 Nomination Petitions (no retention)
- 2012-2018 Oath of Office Superseded (1 year)
- 2011-2015 Contracts (6 years)
- 2013-2015 Affidavit of Publication not having to do with Public Hearings or Ordinances (6 years)
- 2014-2019 Credit Card Records (2 years)
- 2005 Highland Lake Estate Metro District (6 years)
- 2019 Unsuccessful Bids (3 years)
- 2007-2010 Weld County Referral Documents (6 years)
- 2018 RFP – Rejected Bids (3 years)
- 2014 A/P Records (7 years)
- 2018 A/R Invoices and Statements (3 years)
- 1988-1999 and 2016-2017 BOT Correspondence (2 years)
- 01/2021-06/2021 Audio Recordings – Open Meetings (6 months)

Items denoted with () are records that the Town has electronic copies of.*

FINANCIAL CONSIDERATIONS

Records are disposed of by Shred-It. The cost is by the pound and is set according to the Colorado State Price Agreements.

STAFF RECOMMENDATION/ACTION REQUIRED

None



Mead Police Department Monthly Activity - April 2022

STAFFING:

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

Community Service Officer (CSO) Amber Burtis responds to code and animal calls.

School Resource Officers Synn and Prince are assigned to Mead Schools.

Officer McElroy is in field training.

TRAINING:

Defensive Tactics – All Officers

Safe 2 Tell Reporting – All Officers

Began train the trainer sessions for Central Square RMS/CAD project – Holmen, Synn

MONTHLY STATS:

Total Calls for Service (CFS) = 481 CAD entries in April, resulting in 9 arrests.

Traffic Contacts/Complaints/Hazards: 95 total, 39 warnings, 18 citations

Crashes: 17 responses

Code: 62 total, 9 citations, 22 warning (parking, abandoned vehicles, animal, etc)

Alarm Calls: 23 responses

Check Well Being Calls: 15 responses

Fire/Medical Assists: 10 responses

NOTABLE CALLS FOR SERVICE:

Stolen Vehicle – 4400 block of WCR 38 – 22ML01504 – 04/02/2022

Assault – 13600 block of Saddle Drive – 22ML01508 – 04/02/2022
Alleged elder abuse, investigated and unfounded.

Vandalism – Mead High School – 22ML01536 – 04/04/2022
Student struck wall causing minor damage.

Property – Mead Ponds – 22ML01542 – 04/04/2022
Credit Card turned in after being found on the ground.

Fraud – Mead – 22ML01545 – 04/04/2022
Possible identity theft involving medical treatment charges.

Dog Bite – Ginger Ave – 22ML01554 – 04/05/2022
Two dogs at large attacked another dog and owner.

Sex Assault – Mead High School - 22ML01576 – 04/06/2022
Under investigation.

Hit and Run Crash – Hwy 66 / WCR 7 – 22ML01582 – 04/06/2022
Two vehicles non-injury, suspect vehicle left the scene.

Sex Assault – Mead – 22ML01587 – 04/07/2022
Under Investigation.

Abandoned Vehicle – Horseshoe Circle – 22ML01595 – 04/07/2022
Silver VW Passat blocking driveway was towed.

Assist Other Agency – Firestone – 22ML01604 – 04/08/2022
Under Investigation.

Assist Other Agency – Frederick – 22ML01609 – 04/08/2022
Under Investigation.

Restraining Order Violation – Mead High School – 22ML01613 – 04/08/2022
Violation alleged by phone calls. Unfounded.

Minor in Possession of Alcohol – Cinnamon Circle – 22ML01616 – 04/08/2022
Three cited for consuming alcohol under the age of 21.

Fraud – Mead – 22ML01620 – 04/09/2022
Illegal use of financial device.

Crash – Hwy 66 / WCR 7 – 22ML01628 – 04/09/2022

Single vehicle non-injury crash.

Traffic – Hwy 66 / WCR 7 – 22ML01648 – 04/11/2022

Driver cited for traffic violations and investigated for DUI.

Vandalism – 3200 block of Beaumont Blvd – 22ML01649 – 04/11/2022

Collector's memorabilia damaged and destroyed. Suspect arrested.

Found Property – Liberty Ranch – 22ML01660 – 04/11/2022

Animal spray found in the field.

Found Property – Liberty Ranch – 22ML01661 – 04/11/2022

License plate found along the road.

Theft – 3700 block of Highland Drive – 22ML01675 – 04/12/2022

License plate reported stolen and replaced with another plate.

Warrant Arrest – I-25 SB mm243 – 22ML01690 – 04/13/2022

Driver of traffic stop arrested on active arrest warrant.

Identity Theft – Mead – 22ML01699 – 04/13/2022

Someone used victim's information to apply for credit.

Abandoned Vehicle – I-25 on-ramp WCR34 – 22ML01739 – 04/15/2022

Vehicle had not moved in over 72 hours. Towed by Spartan Towing.

Theft – 14500 block of Normande Drive – 22ML01774 – 04/17/2022

Plywood and construction materials taken. Under Investigation.

Hit and Run Crash – WCR 34 / I-25 Frontage Road – 22ML01793 – 04/19/2022

Minor rear-end collision, unknown dark colored Ford truck left the scene.

Tow – Hwy 66 / WCR 7 – 22ML01798 – 04/19/2022

Driver transported to the hospital and vehicle towed due to being left in lane of traffic.

Emergency Hold – Mead – 22ML01799 – 04/19/2022

Person exhibiting signs of mental crisis taken to the hospital.

Disturbance – 100 block of Hunter's Cove – 22ML01805 – 04/20/2022

Officers de-escalated a verbal disturbance. No charges.

Crash – WCR 34 / I-25 – 22ML01819 – 04/21/2022

Minor injury two car collision.

Welfare Check – 16700 block of Westview Drive – 22ML01850 – 04/23/2022

Officers responded to 911 call at residence referring to child abuse. The investigation was unfounded.

Crash – Hwy 66 / WCR 3 – 22ML01852 – 04/23/2022

Non-injury two vehicle collision resulting in driver being issued summons for careless driving.

Hit and Run Crash – WCR 7 / Hwy 66 – 22ML01862 – 04/24/2022

Minor rear-end collision, suspect vehicle left the scene. Under investigation.

Criminal Trespass to Vehicle – 3600 block of Roberts Street – 22ML01863 – 04/24/2022

Fishing tackle stolen out of vehicle at residence.

Littering / Disorderly Conduct – 400 block of Main Street – 22ML01864 – 04/24/2022

Glass bottle intentionally broken in the street. Summons issued.

Theft – 2700 block of Serena Drive – 22ML01893 – 04/26/2022

Mail stolen out of mailbox.

Criminal Trespass to Vehicles – 5th/ 6th/ 7th and 9th Streets – 22ML01899/1908/1909/1913/1914/
1916/1928 – 04/26/2022

Numerous vehicles trespassed and some items stolen.

Warrant Arrest – 7-11 – 22ML01903 – 04/27/2022

Subject contacted at 7-11 and arrested on active warrant.

Identity Theft – Mead – 22ML01905 – 04/27/2022

Victim had their identity used to file for unemployment.

Crash – 3600 block of Homestead Drive – 22ML01915 – 04/27/2022

Parked car was struck and suspect left without reporting.

Theft – Mead High School – 22ML01944 – 04/27/2022

Student had air-pods stolen.

Warrant Arrest – 400 block of 7th Street – 22ML01951 – 04/29/2022

Traffic stop resulted in driver being arrested on active warrant.

Theft – 2100 block of Charbray Street – 22ML01956 – 04/30/2022

License plates taken by former acquaintance.



PROCLAMATION
Declaring May 15 - 21, 2022
National Police Week

WHEREAS, The Congress and President of the United States have designated May 15 as National Peace Officer's Memorial Day and the calendar week in which May 15 falls, as National Police Week; and

WHEREAS, the members of the law enforcement agency of the Town of Mead play an essential role in safeguarding the rights and freedoms of the citizens of our community; and

WHEREAS, law enforcement officers pin on a badge, go to work, not knowing what the day will bring, and hoping they make it home safe; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their police department, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and protecting the innocent against deception and the weak against oppression or intimidation;

THEREFORE, I, Mayor Colleen Whitlow and the Trustees of the Town of Mead urge our citizens to join in commemorating law enforcement officers, past and present, who by their faithful and loyal devotion to their communities have established for themselves the enduring reputation for preserving the rights and security of all citizens.

NOW, THEREFORE, I, Colleen Whitlow, Mayor of the Town of Mead, Weld County, Colorado, do hereby proclaim the Town of Mead to observe the week of May 15 through May 21, 2022 as National Police Week in the Town of Mead.

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

On this 9th day of May, 2022

Colleen G. Whitlow
Mayor



PROCLAMATION

National Public Works Week Proclamation

May 15 - 21, 2022

“Ready and Resilient”

WHEREAS, public works professionals focus on infrastructure, facilities, emergency management, and services that are of vital importance to sustainable and resilient communities and the public health, high quality of life, and well-being of the people of **Mead, Colorado**; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders and children in the Town of Mead to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2022 marks the 62nd annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now,

RESOLVED, I, **Colleen G. Whitlow**, do hereby designate the week May 15 – 21, 2022 as National Public Works Week; I urge all citizens to join with representatives of the American Public Works Association/Canadian Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

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

On this 9th day of May, 2022

Colleen G. Whitlow
Mayor



BOARD OF TRUSTEES

441 3rd Street, Mead
Monday, April 25, 2022

MINUTES

- I. 6:00 p.m. to 10:00 p.m.
REGULAR MEETING

1. Call to Order – Roll Call

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

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

Present	Mayor Colleen Whitlow Mayor Pro Tem David Adams (virtual access until arrived in person at 6:40 p.m.) Trustee Brooke Babcock (arrived at 6:07 p.m.) 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; Town Attorney Marcus McAskin; Town Engineer / Public Works Director Erika Rasmussen; Public Information Officer Lorelei Nelson; Community Development Director Jason Bradford.
Attending via virtual access: members of the public.

2. Moment of Silence

Mayor Whitlow requested the observance of a moment of silence for first responders fighting wildfires.

3. Pledge of Allegiance to the Flag

The assembly pledged allegiance to the flag.

4. Review and Approve Agenda

*Motion was made by Trustee Cartwright, seconded by Trustee Brodhead, to approve the agenda.
Motion carried 6-0, on a roll call vote.*

5. Staff Report: Town Manager Report

- a. Manager's Report

Town Manager Helen Migchelbrink discussed Municipal Facilities Master Plan; Elevations 25 building permits; Public Information Officer Lorelei Nelson discussed dedication plaques for projects.

6. Informational Items

- a. Municipal Court: Judge David Thrower

Municipal Court Judge David Thrower discussed Mead Municipal Court which is held the third Thursday of each month.

7. Proclamations

- a. Older Americans Month May 2022

Public Information Officer Lorelei Nelson discussed older active adult outings.

Motion was made by Trustee Schranz, seconded by Mayor Pro Tem Adams, to authorize the signing of the Proclamation for Older Americans Month May 2022. Motion carried 7-0, on a roll call vote.

- b. Teacher Appreciation Week May 2 - May 6, 2022

Motion was made by Trustee Babcock, seconded by Trustee Brodhead, to authorize the signing of the Proclamation for Teacher Appreciation Week May 2 – May 6 2022. Motion carried 7-0, on a roll call vote.

- c. Professional Municipal Clerks' Week May 1 - May 7, 2022

Motion was made by Trustee Schranz, seconded by Trustee Cartwright, to authorize the signing of the Proclamation for Professional Municipal Clerk's Week May 1 – May 7 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 April 11, 2022
- b. March 2022 Financials
- c. Check Register April 21, 2022
- d. **Ordinance No. 996** - An Ordinance of the Town of Mead, Colorado, Repealing the Mead Crossings Business Park Design Standards Adopted Pursuant to Town Ordinance No. 432 Dated January 28, 2002 and Recorded September 25, 2002 at Reception No. 2990352 in the Weld County Real Property Records
- e. **Resolution No. 31-R-2022** - A Resolution of the Town of Mead, Colorado, Awarding the Bid and Approving a Construction Agreement Between the Town and Northstar Concrete, Inc. for Concrete Repair and Replacement
- f. **Resolution No. 32-R-2022** - A Resolution of the Town of Mead, Colorado, Amending the Compensation Structure Guidelines for Employees Related to Position Titles

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

10. Committee Appointments

- a. Planning Commission Appointment: Karen Peterson

Motion was made by Trustee Babcock, seconded by Mayor Pro Tem Adams, to appoint Karen Peterson to the Planning Commission. Motion carried 7-0, on a roll call vote.

11. New Business

- a. **Resolution No. 33-R-2022** - A Resolution of the Town of Mead, Colorado, Approving an Agreement with Altitude Recreation for the Procurement and Installation of Playground Equipment at Main Park

Town Engineer / Public Works Director Erika Rasmussen discussed the replacement of the play structure at Main Park. The Board discussed ADA, useful life and disposal of the play structure.

Motion was made by Trustee Schranz, seconded by Trustee Harris, to adopt Resolution No. – A Resolution of the Town of Mead, Colorado, Approving an Agreement with Altitude Recreation for the Procurement and Installation of Playground Equipment at Main Park for an amount not to exceed \$51,000.00. Motion carried 7-0, on a roll call vote.

12. 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.

13. Elected Official Reports

a. Town Trustees

The Board discussed a dog park, swings missing at Founders Park, no power at crosswalk on CR7 at Mulligan Lake Estates, safety of 3rd and Welker intersection, developer erosion control.

b. Mayor Whitlow

Mayor Whitlow had no further comments.

14. Adjournment

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

The Regular Meeting of the Town of Mead Board of Trustees adjourned at approximately 7:33 p.m. on Monday, April 25, 2022.

Town of Mead

Aging Report - by Date, Formatted
Report date: 4/30/2022

May 04, 2022 03:17PM

Report Criteria:

Aging by Date

Aged using Payment Date

Customer Number	Name	Balance	Future	Current	Over 30	Over 60	Over 90	Over 120	Over 150
45	Mead Development Group, Inc.	4,210.00-	-	450.00-	-	400.00-	-	-	3,360.00-
162	Mead High School	5,520.00	-	-	320.00	-	1,080.00	720.00	3,400.00
208	Sekich Properties	5,089.00-	-	-	-	-	-	-	5,089.00-
214	Mead Towne Center	5,620.00	-	-	-	-	325.00	-	5,295.00
239	Gopher Gulch	2,989.00-	-	-	-	-	-	2,989.00-	-
256	Prosper Land & Development LLC	1,425.00-	-	1,425.00-	-	-	-	-	-
258	JDV Metropolitan District	2,526.50-	-	-	-	-	-	-	2,526.50-
259	Scannell Properties	15,803.84-	-	-	-	4,129.72-	-	-	11,674.12-
261	Great Western Operating Co LLC	2,224.25-	-	-	-	-	-	-	2,224.25-
262	Eagle Development Company	21,516.75-	-	-	-	-	-	-	21,516.75-
263	Eagle Development	32,074.25-	-	-	-	-	-	-	32,074.25-
264	Ventana Capital	3,566.00-	-	-	3,566.00-	-	-	-	-
270	Highland Development Services Inc	915.00	-	3,623.00-	-	-	-	-	4,538.00
272	Iglesia De Jesucristo	65.00	-	65.00	-	-	-	-	-
277	Front Range Investment Holdings LLC	1,906.00-	-	1,906.00-	-	-	-	-	-
280	Benson Farms - MD	2,430.25-	-	-	-	-	-	-	2,430.25-
282	Agfinity, Inc	1,170.00	-	260.00	-	-	325.00	-	585.00
284	Ziggi's Coffe Headquarters	9,768.50-	-	-	-	-	-	-	9,768.50-
285	Boulder Scientific Company, LLC	3,678.50-	-	-	-	-	-	-	3,678.50-
287	Eagle Development LRMD	1,855.00-	-	-	-	-	-	-	1,855.00-
290	Forestar Real Estate Group	12,288.75	9,555.00	2,733.75	-	-	-	-	-
292	BREG Industrial Development	26,819.38	22,017.00	-	-	4,802.38	-	-	-
294	QuikTrip Corp	3,857.19	1,318.05	470.66	262.60	1,805.88	-	-	-
296	Silver Point Development	17,441.00	6,022.00	8,159.00	3,260.00	-	-	-	-
297	Meadow Ridge Development, Inc	7,558.59	2,104.59	5,454.00	-	-	-	-	-
298	Century Land Holdings LLC	5,401.25	5,401.25	-	-	-	-	-	-
299	Lizondo Futbol Academy LLC	2,113.79	-	131.30	-	-	-	-	1,982.49
300	Turner Automotive	84.00	84.00	-	-	-	-	-	-
301	BREG Industrial Devel. c/o Broe Real Es	7,733.42	1,945.26	4,055.00	1,733.16	-	-	-	-
302	SunCap Property Group	3,160.00	-	3,160.00	-	-	-	-	-
303	Brian Mathews	124.23	124.23	-	-	-	-	-	-
305	Flatirons Inc	525.20	2,199.78	1,674.58-	-	-	-	-	-
307	Tharaldson Ethanol Plant	6,401.25	919.10	2,464.40	3,017.25	.50	-	-	-
308	Melody Homes Inc.	13,264.16	3,355.25	8,049.25	1,859.66	-	-	-	-
313	Sunstate Equipment Co LLC	2,038.18	2,038.18	-	-	-	-	-	-
314	Weld Development Company LLC	262.60	262.60	-	-	-	-	-	-
316	Town of Milliken	339.75	339.75	-	-	-	-	-	-
317	Town of Berthoud	339.75	339.75	-	-	-	-	-	-
Grand Totals:		11,979.65	58,025.79	25,923.78	6,886.67	2,079.04	1,730.00	2,269.00-	80,396.63-

Report Criteria:

Report type: GL detail

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
05/22	05/04/2022	34837	ADAMSON POLICE PRODUCTS	INV376176	01-42-5254	hat badges	399.80
Total 34837:							399.80
05/22	05/04/2022	34838	All Star Bronze	5/2/2022	18-40-5500	Bronze plaque	1,018.67
Total 34838:							1,018.67
05/22	05/04/2022	34839	Allied Signage Corporation	3778.3827.3	01-44-5252	Release of lien - vendor 6726 KMA	106,574.21
05/22	05/04/2022	34839	Allied Signage Corporation	3778.3827.3	18-40-5500	Release of lien - vendor 6726 KMA	6,225.26
05/22	05/04/2022	34839	Allied Signage Corporation	3778.3827.3	20-40-5500	Release of lien - vendor 6726 KMA	2,450.53
Total 34839:							115,250.00
05/22	05/04/2022	34840	AMAZON CAPITAL SERVICES	11FXTWGG	01-40-5210	coffee	49.06
05/22	05/04/2022	34840	AMAZON CAPITAL SERVICES	1HN7XLR4Q	01-49-5201	mouse & adapter	168.00
05/22	05/04/2022	34840	AMAZON CAPITAL SERVICES	1LRNRRVX3	01-49-5260	team benches	277.32
Total 34840:							494.38
05/22	05/04/2022	34841	Anderson Hallas Architects PC	0005557	09-51-5500	Bean Plant Community Center prelim de	26,936.81
Total 34841:							26,936.81
05/22	05/04/2022	34842	APPLIED CONCEPTS, INC.	400912	01-42-5215	Supplies	1,010.00
Total 34842:							1,010.00
05/22	05/04/2022	34843	Bobcat of the Rockies	15228161	04-44-5215	supplies	521.96
05/22	05/04/2022	34843	Bobcat of the Rockies	15228161	01-44-5255	supplies	103.96
Total 34843:							625.92
05/22	05/04/2022	34844	BUCKEYE WELDING SUPPLY C	05065284	01-44-5369	Cylinder Rental	7.65
Total 34844:							7.65
05/22	05/04/2022	34845	CARDMEMBER SERVICE	3514 42622	01-40-5331	Online Newspaper Subscription - No Rec	14.99
05/22	05/04/2022	34845	CARDMEMBER SERVICE	3514 42622	01-40-5331	Online Newspaper Subs cription - No Re	6.99
05/22	05/04/2022	34845	CARDMEMBER SERVICE	3514 42622	01-43-5331	ICC Annual Subscription	145.00
05/22	05/04/2022	34845	CARDMEMBER SERVICE	3514 42622	01-40-5331	ICMA Annual Subscption	1,400.00
05/22	05/04/2022	34845	CARDMEMBER SERVICE	5590 42622	01-47-5330	NFIP Training R Brown	77.55
05/22	05/04/2022	34845	CARDMEMBER SERVICE	5590 42622	01-44-5216	Monthly car wash membership - Sr. Insp	12.00
05/22	05/04/2022	34845	CARDMEMBER SERVICE	5590 42622	06-47-5215	Annual alarm service at WWTF	600.00
05/22	05/04/2022	34845	CARDMEMBER SERVICE	5590 42622	01-47-5330	Subdivision Design & Review Training -	1,039.66
05/22	05/04/2022	34845	CARDMEMBER SERVICE	5590 42622	01-47-5330	Subdivision Design & Review Training -	31.18
05/22	05/04/2022	34845	CARDMEMBER SERVICE	7239 42622	01-49-5349	firepit- wellness prize	560.00
05/22	05/04/2022	34845	CARDMEMBER SERVICE	7239 42622	01-41-5841	firepit BOT outreach CML	280.00
05/22	05/04/2022	34845	CARDMEMBER SERVICE	7239 42622	01-49-5265	Fire pits events	3,005.00
05/22	05/04/2022	34845	CARDMEMBER SERVICE	7239 42622	01-49-5236	mead notepads	168.01
05/22	05/04/2022	34845	CARDMEMBER SERVICE	7239 42622	01-49-5700	wall that heals volunteer signup	11.99
05/22	05/04/2022	34845	CARDMEMBER SERVICE	7239 42622	01-49-5265	senior bus trip refund-overcharged	127.00-
05/22	05/04/2022	34845	CARDMEMBER SERVICE	7239 42622	01-49-5349	wellness subscription	140.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
05/22	05/04/2022	34845	CARDMEMBER SERVICE	7239 42622	01-49-5260	coaches background check	130.00
05/22	05/04/2022	34845	CARDMEMBER SERVICE	7239 42622	01-49-5262	cleanup days signs	1,475.25
05/22	05/04/2022	34845	CARDMEMBER SERVICE	7239 42622	01-49-5265	senior coordinator meeting supplies	39.75
05/22	05/04/2022	34845	CARDMEMBER SERVICE	7239 42622	01-49-5331	rec coordinator adobe subscription	155.88
05/22	05/04/2022	34845	CARDMEMBER SERVICE	7239 42622	01-41-5700	BOT meeting speaker giftcard	50.00
05/22	05/04/2022	34845	CARDMEMBER SERVICE	7239 42622	01-49-5260	rec volunteer giftcard	50.00
05/22	05/04/2022	34845	CARDMEMBER SERVICE	7239 42622	01-49-5265	senior lunch	425.00
05/22	05/04/2022	34845	CARDMEMBER SERVICE	7239 42622	01-49-5260	LN CPRA memebership	125.00
05/22	05/04/2022	34845	CARDMEMBER SERVICE	7239 42622	01-49-5331	messenger subscription	17.00
05/22	05/04/2022	34845	CARDMEMBER SERVICE	7239 42622	01-49-5260	rec staff giftcard	50.00
05/22	05/04/2022	34845	CARDMEMBER SERVICE	7239 42622	01-49-5260	youth trip	457.20
05/22	05/04/2022	34845	CARDMEMBER SERVICE	7239 42622	01-49-5700	wall that heals shirt refund	51.09-
05/22	05/04/2022	34845	CARDMEMBER SERVICE	7239 42622	01-49-5236	community outreach supplies	2,023.20
05/22	05/04/2022	34845	CARDMEMBER SERVICE	7239 42622	01-49-5201	computer/tech graphic design and pictur	1,249.50
05/22	05/04/2022	34845	CARDMEMBER SERVICE	7239 42622	01-49-5260	site computer/tech	1,249.50
05/22	05/04/2022	34845	CARDMEMBER SERVICE	7239 42622	01-49-5236	sales tax refund	94.52-
05/22	05/04/2022	34845	CARDMEMBER SERVICE	7239 42622	01-41-5700	mead notepads	168.01
05/22	05/04/2022	34845	CARDMEMBER SERVICE	7661 42622	01-42-5700	Training	12.73
05/22	05/04/2022	34845	CARDMEMBER SERVICE	7661 42622	01-42-5700	Training	6.47
05/22	05/04/2022	34845	CARDMEMBER SERVICE	7661 42622	01-42-5700	Training	11.65
05/22	05/04/2022	34845	CARDMEMBER SERVICE	7665 042622	01-45-5215	Parts for hydrant	414.10
05/22	05/04/2022	34845	CARDMEMBER SERVICE	7700 42622	01-40-5331	Newspaper Subscription	8.00
05/22	05/04/2022	34845	CARDMEMBER SERVICE	7700 42622	01-43-5330	CML conf- JB	381.00
05/22	05/04/2022	34845	CARDMEMBER SERVICE	7700 42622	01-41-5700	BOT Meeting	62.48
05/22	05/04/2022	34845	CARDMEMBER SERVICE	7700 42622	01-40-5331	Newspaper Subscription - No receipt	11.99
05/22	05/04/2022	34845	CARDMEMBER SERVICE	7700 42622	01-40-5700	Audit	68.94
05/22	05/04/2022	34845	CARDMEMBER SERVICE	7700 42622	01-41-5330	cancel NAGARA conf	187.80-
05/22	05/04/2022	34845	CARDMEMBER SERVICE	7700 42622	01-40-5205	Postage	8.95
05/22	05/04/2022	34845	CARDMEMBER SERVICE	7700 42622	01-40-5205	Postage	8.95
05/22	05/04/2022	34845	CARDMEMBER SERVICE	7700 42622	01-41-5330	CML Conf- BB & HS	771.00
05/22	05/04/2022	34845	CARDMEMBER SERVICE	7700 42622	01-43-5700	DRC Meeting	39.64
05/22	05/04/2022	34845	CARDMEMBER SERVICE	7700 42622	01-40-5205	Postage	8.95
05/22	05/04/2022	34845	CARDMEMBER SERVICE	7700 42622	01-41-5700	BOT Meeting	68.40
05/22	05/04/2022	34845	CARDMEMBER SERVICE	7700 42622	01-40-5700	staff appreciation	342.26
05/22	05/04/2022	34845	CARDMEMBER SERVICE	7700 42622	01-40-5205	Postage	8.95
05/22	05/04/2022	34845	CARDMEMBER SERVICE	7700 42622	01-40-5205	Postage	8.95
05/22	05/04/2022	34845	CARDMEMBER SERVICE	7700 42622	01-40-5330	training	40.00
05/22	05/04/2022	34845	CARDMEMBER SERVICE	7700 42622	01-40-5330	training	40.00
05/22	05/04/2022	34845	CARDMEMBER SERVICE	7700 42622	01-40-5205	Postage	8.95
05/22	05/04/2022	34845	CARDMEMBER SERVICE	7700 42622	01-43-5700	DRC Meeting	32.11
05/22	05/04/2022	34845	CARDMEMBER SERVICE	7700 42622	01-41-5700	BOT Meeting	64.83
05/22	05/04/2022	34845	CARDMEMBER SERVICE	9596 42622	01-42-5201	Brent subscription	14.99
05/22	05/04/2022	34845	CARDMEMBER SERVICE	9596 42622	01-42-5210	Batteries	31.96
05/22	05/04/2022	34845	CARDMEMBER SERVICE	9596 42622	01-42-5201	Michelle subscription	12.99
05/22	05/04/2022	34845	CARDMEMBER SERVICE	9596 42622	01-42-5330	IACP Conference Flight - Newbanks	197.95
05/22	05/04/2022	34845	CARDMEMBER SERVICE	9596 42622	01-42-5216	car wash subscription	10.00
Total 34845:							17,394.44
05/22	05/04/2022	34846	CENTURY LINK	0831 042522	01-40-5300	th fax	66.50
05/22	05/04/2022	34846	CENTURY LINK	4770 042522	01-42-5300	pd fax	63.15
Total 34846:							129.65
05/22	05/04/2022	34847	CIRSA	220943	01-40-5320	Addition of 2022 Ford 250 & 350	50.26
05/22	05/04/2022	34847	CIRSA	220943	01-41-5320	Addition of 2022 Ford 250 & 350	20.10

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
05/22	05/04/2022	34847	CIRSA	220943	01-42-5320	Addition of 2022 Ford 250 & 350	281.46
05/22	05/04/2022	34847	CIRSA	220943	01-43-5320	Addition of 2022 Ford 250 & 350	80.42
05/22	05/04/2022	34847	CIRSA	220943	01-44-5320	Addition of 2022 Ford 250 & 350	251.30
05/22	05/04/2022	34847	CIRSA	220943	01-45-5320	Addition of 2022 Ford 250 & 350	100.52
05/22	05/04/2022	34847	CIRSA	220943	01-47-5320	Addition of 2022 Ford 250 & 350	50.26
05/22	05/04/2022	34847	CIRSA	220943	01-48-5320	Addition of 2022 Ford 250 & 350	20.10
05/22	05/04/2022	34847	CIRSA	220943	01-49-5320	Addition of 2022 Ford 250 & 350	80.42
05/22	05/04/2022	34847	CIRSA	220943	06-40-5320	Addition of 2022 Ford 250 & 350	50.26
05/22	05/04/2022	34847	CIRSA	220943	20-40-5320	Addition of 2022 Ford 250 & 350	20.10
Total 34847:							1,005.20
05/22	05/04/2022	34848	CliftonLarsonAllen LLP	3259570	01-40-5415	2021 Audit progress billing	10,080.00
05/22	05/04/2022	34848	CliftonLarsonAllen LLP	3259570	06-40-5415	2021 Audit progress billing	5,040.00
05/22	05/04/2022	34848	CliftonLarsonAllen LLP	3259570	20-40-5415	2021 Audit progress billing	1,680.00
Total 34848:							16,800.00
05/22	05/04/2022	34849	COREN PRINTING INC	31008	01-42-5210	Printing/ operating supplies	177.25
Total 34849:							177.25
05/22	05/04/2022	34850	CPS DISTRIBUTORS, INC	6041887-001	01-45-5215	Fertilizer parks	2,884.40
Total 34850:							2,884.40
05/22	05/04/2022	34851	David Jay Thrower	225	01-48-5040	Municipal court judge 4.2022	1,000.00
Total 34851:							1,000.00
05/22	05/04/2022	34852	DBC IRRIGATION SUPPLY	S4527205.00	01-45-5372	irrigation	51.90
Total 34852:							51.90
05/22	05/04/2022	34853	Dustin Synn	4.2022.2	01-42-5254	Footwear reimbursement	120.00
Total 34853:							120.00
05/22	05/04/2022	34854	FAIRBANK EQUIPMENT INC	S2322614.00	01-45-5216	boom sprayer	1,273.87
05/22	05/04/2022	34854	FAIRBANK EQUIPMENT INC	S2322941.00	01-45-5216	boom sprayer	274.83
Total 34854:							1,548.70
05/22	05/04/2022	34855	FASTENAL	COLON9507	11-40-5210	banner mount hooks	51.13
Total 34855:							51.13
05/22	05/04/2022	34856	Fit For You Mead	1003	01-49-5265	exercise use fee	203.00
Total 34856:							203.00
05/22	05/04/2022	34857	FRONT RANGE PORTABLE RES	10368	01-45-5210	liberty ranch	157.50
Total 34857:							157.50
05/22	05/04/2022	34858	FRONTIER SELF STORAGE	060122	01-40-5700	Storage 6/2022	100.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 34858:							100.00
05/22	05/04/2022	34859	Great Western Operating Co	261-4.22	01-02-2610	Refund remaining deposit AR customer 2	2,224.25
Total 34859:							2,224.25
05/22	05/04/2022	34860	GREELEY LOCK AND KEY	15410	01-40-5215	open path/ elevator repair	279.00
05/22	05/04/2022	34860	GREELEY LOCK AND KEY	16082	01-40-5215	Annual access fee opendoor	1,920.00
Total 34860:							2,199.00
05/22	05/04/2022	34861	GREEN MILL SPORTSMAN CLU	126	01-42-5330	Firearms Range - Police	150.00
Total 34861:							150.00
05/22	05/04/2022	34862	HI -PHI Entertainment, LLC	072122	01-49-5262	Concert performance	2,550.00
Total 34862:							2,550.00
05/22	05/04/2022	34863	HOME DEPOT CREDIT SERVIC	2769 042122	09-51-5500	keys - bean plant	17.88
05/22	05/04/2022	34863	HOME DEPOT CREDIT SERVIC	2769 042122	01-44-5216	supplies	16.80
05/22	05/04/2022	34863	HOME DEPOT CREDIT SERVIC	2769 042122	01-45-5215	hydrant removal	52.24
Total 34863:							86.92
05/22	05/04/2022	34864	Jessen Communications	JCI22-15836	01-90-8155	Orange Conduit	7,200.00
Total 34864:							7,200.00
05/22	05/04/2022	34865	John Jesitus - Trouble in the Heart	080222	01-49-5262	Concert performamnce	1,450.00
Total 34865:							1,450.00
05/22	05/04/2022	34866	John Saunders Band	061122	01-49-5262	Concert performance	1,300.00
Total 34866:							1,300.00
05/22	05/04/2022	34867	JVA INCORPORATED	100065	09-50-5511	OWTS design	66.00
05/22	05/04/2022	34867	JVA INCORPORATED	100106	01-02-2615	Grand Meadows Prelim Plat and PUD (D	257.70
05/22	05/04/2022	34867	JVA INCORPORATED	100132	01-02-2615	Meadow Ridge	946.00
05/22	05/04/2022	34867	JVA INCORPORATED	100133-1	09-50-5511	Pw admin	3,491.25
05/22	05/04/2022	34867	JVA INCORPORATED	100140	09-50-5511	PW admin	360.00
05/22	05/04/2022	34867	JVA INCORPORATED	100142	09-50-5511	PW admin	4,000.00
05/22	05/04/2022	34867	JVA INCORPORATED	100144	01-02-2615	Elevation 25	246.00
05/22	05/04/2022	34867	JVA INCORPORATED	100145	01-02-2615	Frogger	164.00
05/22	05/04/2022	34867	JVA INCORPORATED	100146	01-02-2615	Postle Review	82.00
05/22	05/04/2022	34867	JVA INCORPORATED	100153	01-02-2615	Mead Dist. Raterink Lot 2	1,810.00
05/22	05/04/2022	34867	JVA INCORPORATED	100156	01-02-2615	Valley/ 66 Business Park (Sunstate)	246.00
05/22	05/04/2022	34867	JVA INCORPORATED	100160	01-02-2615	Red Barn	82.00
05/22	05/04/2022	34867	JVA INCORPORATED	100162	01-02-2615	Waterfront	82.00
05/22	05/04/2022	34867	JVA INCORPORATED	100164	01-47-5405	Mead general	2,376.90
05/22	05/04/2022	34867	JVA INCORPORATED	100267	06-47-5556	Sanitary sewer rehab	2,334.00
05/22	05/04/2022	34867	JVA INCORPORATED	99904	06-40-5405	Wastewater on call	1,522.80
05/22	05/04/2022	34867	JVA INCORPORATED	99906	06-40-5405	WWTF capacity analysis	1,582.00
05/22	05/04/2022	34867	JVA INCORPORATED	99907	06-47-5557	WWTF headworks improvements	5,956.80

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
05/22	05/04/2022	34867	JVA INCORPORATED	99908	06-47-5553	On call WWTP	3,010.00
Total 34867:							28,615.45
05/22	05/04/2022	34868	KISSINGER & FELLMAN PC	2361	01-90-8155	Broadband legal	3,558.50
Total 34868:							3,558.50
05/22	05/04/2022	34869	KONICA MINOLTA BUSINESS S	279540198	01-40-5315	Copies	259.63
Total 34869:							259.63
05/22	05/04/2022	34870	LITTLE THOMPSON WATER DIS	607001 4.20.	06-47-5305	307006-47-5305	30.32
05/22	05/04/2022	34870	LITTLE THOMPSON WATER DIS	618801 4.20.	01-45-5305	307001-45-5305	32.85
05/22	05/04/2022	34870	LITTLE THOMPSON WATER DIS	619202 4.20.	01-45-5305	307001-45-5305	30.32
05/22	05/04/2022	34870	LITTLE THOMPSON WATER DIS	620201 4.20.	01-45-5305	307001-45-5305	78.89
05/22	05/04/2022	34870	LITTLE THOMPSON WATER DIS	621801 4.20.	01-45-5305	307001-45-5305	158.57
05/22	05/04/2022	34870	LITTLE THOMPSON WATER DIS	622501 4.20.	01-45-5305	307001-45-5305	32.85
05/22	05/04/2022	34870	LITTLE THOMPSON WATER DIS	624409 4.20.	01-42-5305	307001-42-5305	30.90
05/22	05/04/2022	34870	LITTLE THOMPSON WATER DIS	650402 4.20	01-40-5305	307001-40-5305	30.32
05/22	05/04/2022	34870	LITTLE THOMPSON WATER DIS	657602 4.20.	06-47-5305	307006-47-5305	44.22
05/22	05/04/2022	34870	LITTLE THOMPSON WATER DIS	657701 4.20.	01-45-5305	307001-45-5305	41.74
05/22	05/04/2022	34870	LITTLE THOMPSON WATER DIS	657801 4.20.	01-42-5305	307001-42-5305	26.44
05/22	05/04/2022	34870	LITTLE THOMPSON WATER DIS	657801 4.20.	01-44-5305	307001-44-5305	26.44
05/22	05/04/2022	34870	LITTLE THOMPSON WATER DIS	657901 4.20.	01-45-5305	307001-45-5305	95.53
05/22	05/04/2022	34870	LITTLE THOMPSON WATER DIS	658001 4.20.	01-45-5305	307001-45-5305	95.53
05/22	05/04/2022	34870	LITTLE THOMPSON WATER DIS	658101 4.20.	01-45-5305	307001-45-5305	32.85
05/22	05/04/2022	34870	LITTLE THOMPSON WATER DIS	658201 4.20.	01-40-5305	307001-40-5305	50.60
05/22	05/04/2022	34870	LITTLE THOMPSON WATER DIS	662002 4.20.	01-40-5305	307001-40-5305	30.32
Total 34870:							868.69
05/22	05/04/2022	34871	MAIN STREET MAT COMPANY	042722	01-41-5210	Mat svcs PD/PW	23.97
05/22	05/04/2022	34871	MAIN STREET MAT COMPANY	042722	01-42-5210	Mat svcs PD/PW	23.98
05/22	05/04/2022	34871	MAIN STREET MAT COMPANY	113244	01-40-5210	Mat svcs	60.36
Total 34871:							108.31
05/22	05/04/2022	34872	MCDONALD FARMS ENTERPRI	0054910-IN	06-47-5231	Vac tanker	2,195.50
05/22	05/04/2022	34872	MCDONALD FARMS ENTERPRI	0056184-IN	06-47-5231	Vac tanker	929.00
05/22	05/04/2022	34872	MCDONALD FARMS ENTERPRI	56169-IN	01-45-5310	Rolloff	429.00
Total 34872:							3,553.50
05/22	05/04/2022	34873	MDI Trucks Northern Colorado	W 5528	01-44-5216	ford 350 repair	779.34
Total 34873:							779.34
05/22	05/04/2022	34874	Minuteman Press	3680	01-41-5700	trustee name tag	25.00
Total 34874:							25.00
05/22	05/04/2022	34875	MOUNTAIN TRUCK & EQUIP	14760-31704	01-44-5216	parts f350	74.61
Total 34875:							74.61

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
05/22	05/04/2022	34876	One Way Inc	260751	01-47-5310	537 Main St Trash 5.2022	36.75
05/22	05/04/2022	34876	One Way Inc	260751	01-45-5310	537 Main St Trash 5.2022	36.75
05/22	05/04/2022	34876	One Way Inc	260752	01-47-5310	537 Main St Recycle 5.2022	23.63
05/22	05/04/2022	34876	One Way Inc	260752	01-45-5310	537 Main St Recycle 5.2022	23.62
05/22	05/04/2022	34876	One Way Inc	260758	01-40-5310	441 Third St Trash 5.2022	73.50
05/22	05/04/2022	34876	One Way Inc	260759	01-40-5310	441 Third St Recycle 5.2022	47.25
05/22	05/04/2022	34876	One Way Inc	260766	06-47-5310	4504 Welker Trash 5.2022	89.26
05/22	05/04/2022	34876	One Way Inc	260802	01-42-5310	201 Welker 5.2022	25.19
Total 34876:							355.95
05/22	05/04/2022	34877	Patrick and Carol Schrodt	042922	99-01-1075	Refund overpayment. Account 34.03	156.68
Total 34877:							156.68
05/22	05/04/2022	34878	Paulette Dolin	12	01-49-5265	fitness classes April 2022	400.00
Total 34878:							400.00
05/22	05/04/2022	34879	PET PICK-UPS	28289	01-45-5210	Bags	274.42
Total 34879:							274.42
05/22	05/04/2022	34880	PITNEY BOWES INC	1020573193	01-40-5205	Postage ink /sealer	104.96
Total 34880:							104.96
05/22	05/04/2022	34881	POWER EQUIPMENT COMPANY	RSA007625-	01-44-5369	Equipment Rental	500.00
Total 34881:							500.00
05/22	05/04/2022	34882	Precision Employment Consulting	043022	01-40-5401	HR Consulting 4/2022	3,881.24
05/22	05/04/2022	34882	Precision Employment Consulting	043022	06-40-5401	HR Consulting 4/2022	208.26
05/22	05/04/2022	34882	Precision Employment Consulting	043022	20-40-5401	HR Consulting 4/2022	143.50
Total 34882:							4,233.00
05/22	05/04/2022	34883	Proforce Marketing, Inc	475205	01-42-5330	ammo	3,335.50
Total 34883:							3,335.50
05/22	05/04/2022	34884	RAMEY ENVIRONMENTAL COM	23817	06-47-5390	Wastewater svcs - 4.22	5,043.84
05/22	05/04/2022	34884	RAMEY ENVIRONMENTAL COM	23817	06-47-5391	Wastewater svcs - 4.22	566.40
05/22	05/04/2022	34884	RAMEY ENVIRONMENTAL COM	23817	06-47-5215	Wastewater svcs - 4.22	911.63
05/22	05/04/2022	34884	RAMEY ENVIRONMENTAL COM	23817	06-47-5210	Wastewater svcs - 4.22	56.28
Total 34884:							6,578.15
05/22	05/04/2022	34885	Randolph Rose Collection	Y5483	21-40-5500	Highland Lake Statue	6,107.00
05/22	05/04/2022	34885	Randolph Rose Collection	Y5483	18-40-5500	Highland Lake Statue	293.00
Total 34885:							6,400.00
05/22	05/04/2022	34886	Renewable Fiber, Inc	INV0784346	01-45-5370	Park soil	3,995.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 34886:							3,995.00
05/22	05/04/2022	34887	RN Civil Construction, LLC	WWTP IMPR	06-47-5553	WWTP Grit Pump Improvements	94,851.65
05/22	05/04/2022	34887	RN Civil Construction, LLC	WWTP IMPR	06-02-2005	WWTP Grit Pump Improvements	4,743.00
Total 34887:							90,108.65
05/22	05/04/2022	34888	SAFETY & CONSTRUCTION SU	3231	01-44-5502	Arrow board	4,999.00
05/22	05/04/2022	34888	SAFETY & CONSTRUCTION SU	3259	04-44-5250	blinker sign	2,680.00
Total 34888:							7,679.00
05/22	05/04/2022	34889	Stephen Whitehead	22-7147	99-01-1077	Overpayment case 22-7147	25.00
Total 34889:							25.00
05/22	05/04/2022	34890	TDS	4762 042522	01-42-5325	PD internet	132.45
05/22	05/04/2022	34890	TDS	6545 041922	01-40-5325	5/2022 internet	457.30
Total 34890:							589.75
05/22	05/04/2022	34891	THE HARTFORD-GROUP BENE	92470311253	01-40-5066	STD / LTD Insurance 5/2022	182.26
05/22	05/04/2022	34891	THE HARTFORD-GROUP BENE	92470311253	01-41-5066	STD / LTD Insurance 5/2022	7.06
05/22	05/04/2022	34891	THE HARTFORD-GROUP BENE	92470311253	01-42-5066	STD / LTD Insurance 5/2022	333.89
05/22	05/04/2022	34891	THE HARTFORD-GROUP BENE	92470311253	01-43-5066	STD / LTD Insurance 5/2022	172.41
05/22	05/04/2022	34891	THE HARTFORD-GROUP BENE	92470311253	01-44-5066	STD / LTD Insurance 5/2022	122.13
05/22	05/04/2022	34891	THE HARTFORD-GROUP BENE	92470311253	01-45-5066	STD / LTD Insurance 5/2022	126.28
05/22	05/04/2022	34891	THE HARTFORD-GROUP BENE	92470311253	01-47-5066	STD / LTD Insurance 5/2022	185.23
05/22	05/04/2022	34891	THE HARTFORD-GROUP BENE	92470311253	01-48-5066	STD / LTD Insurance 5/2022	28.22
05/22	05/04/2022	34891	THE HARTFORD-GROUP BENE	92470311253	01-49-5066	STD / LTD Insurance 5/2022	31.56
05/22	05/04/2022	34891	THE HARTFORD-GROUP BENE	92470311253	06-40-5066	STD / LTD Insurance 5/2022	79.96
05/22	05/04/2022	34891	THE HARTFORD-GROUP BENE	92470311253	20-40-5066	STD / LTD Insurance 5/2022	76.09
Total 34891:							1,345.09
05/22	05/04/2022	34892	Theresa Hampshire	4.2022	01-40-5705	mileage	70.90
Total 34892:							70.90
05/22	05/04/2022	34893	Tim Hoy	070722	01-49-5262	concert performance	2,500.00
Total 34893:							2,500.00
05/22	05/04/2022	34894	TOWN OF MEAD	31.11 043022	01-42-5305	201 Welker Sewer 4/2022	43.52
05/22	05/04/2022	34894	TOWN OF MEAD	338.01 0430	01-40-5305	Town Hall Sewer 4/2022	57.54
05/22	05/04/2022	34894	TOWN OF MEAD	453.01 0430	01-44-5305	PD/ PW Sewer 4/2022	37.67
05/22	05/04/2022	34894	TOWN OF MEAD	453.01 0430	01-42-5305	PD/ PW Sewer 4/2022	37.66
05/22	05/04/2022	34894	TOWN OF MEAD	478.02 0430	01-40-5305	242 Main St 4/2022	44.79
05/22	05/04/2022	34894	TOWN OF MEAD	566.02 0430	01-45-5305	Bean Plant Sewer 4/2022	47.88
05/22	05/04/2022	34894	TOWN OF MEAD	630.04 0430	01-40-5305	505 3rd St Sewer 4/2022	43.52
Total 34894:							312.58
05/22	05/04/2022	34895	TRACTOR SUPPLY CREDIT PLA	9125 042022	01-45-5210	supplies 4/2022	9.58
05/22	05/04/2022	34895	TRACTOR SUPPLY CREDIT PLA	9125 042022	01-44-5216	supplies 4/2022	132.72

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
05/22	05/04/2022	34895	TRACTOR SUPPLY CREDIT PLA	9125 042022	01-44-5210	supplies 4/2022	121.48
Total 34895:							263.78
05/22	05/04/2022	34896	Utility Notification Center of Color	222040941	06-47-5392	Line locates 4.2022	769.60
Total 34896:							769.60
05/22	05/04/2022	34897	WCC Enterprises, Inc	6110820910	01-49-5262	Town events- bubbler	2,550.00
Total 34897:							2,550.00
05/22	05/04/2022	34898	Wickham Tractor Company	WE04345	01-44-5364	Plow rtv repair	624.99
Total 34898:							624.99
05/22	05/04/2022	34899	XCEL ENERGY	776643140	01-40-5305	TH	112.79
05/22	05/04/2022	34899	XCEL ENERGY	776646413	01-42-5305	201 Welker	76.65
05/22	05/04/2022	34899	XCEL ENERGY	776877559	01-44-5305	PD/ PW	174.95
05/22	05/04/2022	34899	XCEL ENERGY	776877559	01-42-5305	PD/ PW	174.94
Total 34899:							539.33
05/22	05/04/2022	5102022	US BANK VOYAGER FLEET SYS	8694028342	01-40-5253	Fuel 3/2022	46.24
05/22	05/04/2022	5102022	US BANK VOYAGER FLEET SYS	8694028342	01-42-5253	Fuel 3/2022	3,244.68
05/22	05/04/2022	5102022	US BANK VOYAGER FLEET SYS	8694028342	01-44-5253	Fuel 3/2022	1,942.99
05/22	05/04/2022	5102022	US BANK VOYAGER FLEET SYS	8694028342	01-45-5253	Fuel 3/2022	693.73
05/22	05/04/2022	5102022	US BANK VOYAGER FLEET SYS	8694028342	01-47-5253	Fuel 3/2022	520.75
05/22	05/04/2022	5102022	US BANK VOYAGER FLEET SYS	8694028342	06-47-5253	Fuel 3/2022	693.73
Total 5102022:							7,142.12
Grand Totals:							383,224.05

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-02-2000	460.41	205,541.09-	205,080.68-
01-02-2610	2,224.25	.00	2,224.25
01-02-2615	3,915.70	.00	3,915.70
01-40-5066	182.26	.00	182.26
01-40-5205	158.66	.00	158.66
01-40-5210	109.42	.00	109.42
01-40-5215	2,199.00	.00	2,199.00
01-40-5253	46.24	.00	46.24
01-40-5300	66.50	.00	66.50
01-40-5305	369.88	.00	369.88
01-40-5310	120.75	.00	120.75
01-40-5315	259.63	.00	259.63
01-40-5320	50.26	.00	50.26
01-40-5325	457.30	.00	457.30
01-40-5330	80.00	.00	80.00
01-40-5331	1,441.97	.00	1,441.97

GL Account	Debit	Credit	Proof
01-40-5401	3,881.24	.00	3,881.24
01-40-5415	10,080.00	.00	10,080.00
01-40-5700	511.20	.00	511.20
01-40-5705	70.90	.00	70.90
01-41-5066	7.06	.00	7.06
01-41-5210	23.97	.00	23.97
01-41-5320	20.10	.00	20.10
01-41-5330	771.00	187.80-	583.20
01-41-5700	438.72	.00	438.72
01-41-5841	280.00	.00	280.00
01-42-5066	333.89	.00	333.89
01-42-5201	27.98	.00	27.98
01-42-5210	233.19	.00	233.19
01-42-5215	1,010.00	.00	1,010.00
01-42-5216	10.00	.00	10.00
01-42-5253	3,244.68	.00	3,244.68
01-42-5254	519.80	.00	519.80
01-42-5300	63.15	.00	63.15
01-42-5305	390.11	.00	390.11
01-42-5310	25.19	.00	25.19
01-42-5320	281.46	.00	281.46
01-42-5325	132.45	.00	132.45
01-42-5330	3,683.45	.00	3,683.45
01-42-5700	30.85	.00	30.85
01-43-5066	172.41	.00	172.41
01-43-5320	80.42	.00	80.42
01-43-5330	381.00	.00	381.00
01-43-5331	145.00	.00	145.00
01-43-5700	71.75	.00	71.75
01-44-5066	122.13	.00	122.13
01-44-5210	121.48	.00	121.48
01-44-5216	1,015.47	.00	1,015.47
01-44-5252	106,574.21	.00	106,574.21
01-44-5253	1,942.99	.00	1,942.99
01-44-5255	103.96	.00	103.96
01-44-5305	239.06	.00	239.06
01-44-5320	251.30	.00	251.30
01-44-5364	624.99	.00	624.99
01-44-5369	507.65	.00	507.65
01-44-5502	4,999.00	.00	4,999.00
01-45-5066	126.28	.00	126.28
01-45-5210	441.50	.00	441.50
01-45-5215	3,350.74	.00	3,350.74
01-45-5216	1,548.70	.00	1,548.70
01-45-5253	693.73	.00	693.73
01-45-5305	647.01	.00	647.01
01-45-5310	489.37	.00	489.37
01-45-5320	100.52	.00	100.52
01-45-5370	3,995.00	.00	3,995.00
01-45-5372	51.90	.00	51.90
01-47-5066	185.23	.00	185.23
01-47-5253	520.75	.00	520.75
01-47-5310	60.38	.00	60.38
01-47-5320	50.26	.00	50.26
01-47-5330	1,148.39	.00	1,148.39
01-47-5405	2,376.90	.00	2,376.90
01-48-5040	1,000.00	.00	1,000.00

GL Account	Debit	Credit	Proof
01-48-5066	28.22	.00	28.22
01-48-5320	20.10	.00	20.10
01-49-5066	31.56	.00	31.56
01-49-5201	1,417.50	.00	1,417.50
01-49-5236	2,191.21	94.52-	2,096.69
01-49-5260	2,339.02	.00	2,339.02
01-49-5262	11,825.25	.00	11,825.25
01-49-5265	4,072.75	127.00-	3,945.75
01-49-5320	80.42	.00	80.42
01-49-5331	172.88	.00	172.88
01-49-5349	700.00	.00	700.00
01-49-5700	11.99	51.09-	39.10-
01-90-8155	10,758.50	.00	10,758.50
04-02-2000	.00	3,201.96-	3,201.96-
04-44-5215	521.96	.00	521.96
04-44-5250	2,680.00	.00	2,680.00
06-02-2000	4,743.00	126,565.51-	121,822.51-
06-02-2005	.00	4,743.00-	4,743.00-
06-40-5066	79.96	.00	79.96
06-40-5320	50.26	.00	50.26
06-40-5401	208.26	.00	208.26
06-40-5405	3,104.80	.00	3,104.80
06-40-5415	5,040.00	.00	5,040.00
06-47-5210	56.28	.00	56.28
06-47-5215	1,511.63	.00	1,511.63
06-47-5231	3,124.50	.00	3,124.50
06-47-5253	693.73	.00	693.73
06-47-5305	74.54	.00	74.54
06-47-5310	89.26	.00	89.26
06-47-5390	5,043.84	.00	5,043.84
06-47-5391	566.40	.00	566.40
06-47-5392	769.60	.00	769.60
06-47-5553	97,861.65	.00	97,861.65
06-47-5556	2,334.00	.00	2,334.00
06-47-5557	5,956.80	.00	5,956.80
09-02-2000	.00	34,871.94-	34,871.94-
09-50-5511	7,917.25	.00	7,917.25
09-51-5500	26,954.69	.00	26,954.69
11-02-2000	.00	51.13-	51.13-
11-40-5210	51.13	.00	51.13
18-02-2000	.00	7,536.93-	7,536.93-
18-40-5500	7,536.93	.00	7,536.93
20-02-2000	.00	4,370.22-	4,370.22-
20-40-5066	76.09	.00	76.09
20-40-5320	20.10	.00	20.10
20-40-5401	143.50	.00	143.50
20-40-5415	1,680.00	.00	1,680.00
20-40-5500	2,450.53	.00	2,450.53
21-02-2000	.00	6,107.00-	6,107.00-
21-40-5500	6,107.00	.00	6,107.00
99-01-1075	156.68	.00	156.68
99-01-1077	25.00	.00	25.00
99-02-2000	.00	181.68-	181.68-
Grand Totals:	393,630.87	393,630.87-	.00

Report Criteria:

Report type: GL detail



Agenda Item Summary

MEETING DATE: May 9, 2022

SUBJECT: Resolution No. 34-R-2022 – A Resolution of the Town of Mead, Colorado, Awarding the Bid and Approving a Construction Agreement Between the Town and Vance Brothers, Inc. for the Street Resurfacing Project

PRESENTED BY: Robyn Brown, Deputy Town Engineer

SUMMARY

The Town received two bid proposals from qualified contractors to provide asphalt pavement resurfacing (chip, slurry, and crack seal) at general street maintenance locations throughout Town.

Proposals ranged from \$340,405.00 to \$357,990.50. The apparent low bidder is Vance Brothers, Inc., who is qualified to complete the work associated with the Project.

Vance Brothers	\$ 340,405.00
A-1 Chipseal	\$ 357,990.50

Following a review of the bids submitted and the applicable review criteria, Town Staff is recommending that the Project be awarded Vance Brothers, Inc.

FINANCIAL CONSIDERATIONS

The approved 2022 budget provided \$850,000 in the Street Improvement Fund for this contract.

04-44-5215	\$100,000	Repairs and Maintenance - Streets
04-44-5365	\$750,000	Repairs and Maintenance - Sealcoating

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends awarding the Project to Vance Brothers, Inc., for \$340,405.00.

Suggested Motion – “I move to adopt Resolution No. 34-R-2022, A Resolution of the Town of Mead, Colorado, Awarding the Bid and Approving a Construction Agreement Between the

Town and Vance Brothers, Inc. for Street Resurfacing, in an amount not to exceed \$340,405.00.”

ATTACHMENTS

Resolution No. 34-R-2022
Construction Agreement (Exhibit 1 to Resolution)

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 34-R-2022**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, AWARDING
THE BID AND APPROVING A CONSTRUCTION AGREEMENT BETWEEN
THE TOWN AND VANCE BROTHERS, INC. FOR THE STREET
RESURFACING PROJECT**

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 the street resurfacing (chip, slurry, and crack seal) for miscellaneous areas of asphalt pavement on Town streets and properties (“Project”); and

WHEREAS, the Town issued an Invitation to Bid, IFB No. 2022-005 (“IFB”) for the Project on or about March 8, 2022 and received two responsive bids by the deadline set forth in the IFB; and

WHEREAS, Town staff has reviewed the bids and recommends awarding a construction contract for the Project to Vance Brothers, Inc. (“Contractor”), which is the apparent low bidder; and

WHEREAS, the Board of Trustees desires to approve a construction agreement with Contractor for the Project in an amount not to exceed Three Hundred Forty Thousand Four Hundred Five Dollars and No Cents (\$340,405.00) 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 9TH DAY OF MAY, 2022.

ATTEST:

TOWN OF MEAD

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

By: _____
Colleen G. Whitlow, Mayor

Exhibit 1
Construction Agreement

SECTION 00310
BID FORM

Project: Town of Mead – Street Resurfacing Project
Address: Town of Mead
Attn: Erika Rasmussen, Town Engineer
441 Third Street
Mead, CO 80542

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

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Bidders Signature	Date Acknowledged
1		3/28/2022

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data." Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder,

including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

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

1.04 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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

Base Bid Proposal

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

Item No.	Description	Unit	Contract Quantity	Unit Price	Total Cost
408.01	Crack and Joint Sealant	LB	20,000	\$ 1.95	\$ 39,000.00
409.01	Chip Seal ¼"	SY	45,000	\$ 3.58	\$ 161,100.00
409.02	Slurry Seal - Type II	SY	51,000	\$ 2.73	\$ 139,230.00
630.01	Advance Warning Sequencing Arrow Panel	DAY	5	\$ 90.00	\$ 450.00
630.02	Variable Message Board	DAY	5	\$ 125.00	\$ 625.00
TOTAL COST					\$ 340,405.00

three hundred forty thousand, four hundred five Dollars,
and no Cents.

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

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

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

1.06 Construction Schedule

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

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

- 1. Provide name, address, and phone number of the General Contractor's banking reference
- 2. Provide name, address, and phone number of the General Contractor's insurance agent(s)

SIGNATURE OF BIDDER:

Date: 03/30/2022

If an Individual:

Doing business as:

If a Partnership:

By: , partner

If a Corporation: Vance Brothers, Inc (a Missouri Corporation)

By: Chris Lee, Vice President

(SEAL & TITLE ATTEST) Drew Vance, Secretary

ADDRESS: 380 West 62nd Avenue
Denver, CO 80216

TELEPHONE: (303) 341-2036

EMAIL: hrusso@vancebrothers.com

END OF SECTION

SECTION 00501
TOWN OF MEAD, COLORADO
CONSTRUCTION AGREEMENT
Project Number: IFB 2022-005, Street Resurfacing Project (“Project”)

This CONSTRUCTION AGREEMENT (“Agreement”) is made and entered into by and between the TOWN OF MEAD, COLORADO, a municipal corporation of the State of Colorado, with offices at 441 Third Street, Mead, Colorado 80542 (the “**Town**” or “**Owner**”), and Vance Brothers, Inc., a Missouri corporation with a principal office address of 5201 Brighton, Kansas City, Missouri 64130 and with local offices at 380 W. 62nd Ave, Denver, Colorado 80216 (the “**Contractor**”).

RECITALS

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

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

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

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

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

THE PARTIES AGREE AS FOLLOWS:

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

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

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

7. Notice to Proceed
8. Bid Bond (Minimum 5% equivalent of the Bid Proposal price or as otherwise set forth in the Bid Bond form provided as part of the Bid Pack)
9. General Conditions
10. The following documents if the box is checked:

☒Special Provisions

☒Design Documents, including all Drawings and Plans

☒Specifications

☒Addendums to Specifications and Standards

☒The following manual of construction design standards and specifications:

• Town of Mead “Design Standards and Construction Specifications”

• Colorado Department of Transportation “Standard Specifications for Road and Bridge Construction”

☒Change Orders, Field Orders or other similar revisions properly authorized after the execution of this Agreement

☐Others: _____

3.00 TIME AND COMMENCEMENT OF COMPLETION: This Agreement shall commence as of the date the Agreement is fully executed by both parties and shall continue through **December 31, 2022** or until the Scope of Work is completed (“Initial Term”). Notwithstanding the Initial Term, the Parties reserve the right to extend or renew this Agreement for up to four (4) additional one-year terms following the termination of the Initial Term (each such extension or renewal an “Extension Term”) based, in the Town’s sole discretion, on the Town’s determination that Contractor’s performance and proposed Unit Pricing are in the best interests of the Town. Any renewals or extensions of this Agreement must:

- a. Be set forth in a writing signed by the Parties; and
- b. Include Unit Pricing and a Performance and Payment Bond valid for the applicable Extension Term that have been reviewed and approved by the Town; and
- c. List any revised or updated Contract Documents that are applicable to the Extension Term; and
- d. State the not-to-exceed Contract Price for the Extension Term; and
- e. Be approved by the Town’s Board of Trustees.

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

- ☒If this box is checked, in lieu of requiring any such proof and backup for such expenses, Contractor agrees that liquidated damages (not penalties) may be assessed by the Owner in the sum of **\$500.00 per day** for each day after the contract time frame expires.
- ☐ If this box is checked, in addition to or in lieu of the daily damages (if checked above), Contractor agrees that lump sum liquidated damages (not penalties) may be assessed by the Town in a lump sum payment of \$_____.00 if the work is not completed by _____, 20__.

5.00 CONTRACT SUM AND PAYMENT: The Owner shall pay to the Contractor for performance of the Work encompassed by this Agreement, and the Contractor will accept as full compensation therefore an amount not to exceed *THREE HUNDRED FORTY THOUSAND FOUR HUNDRED FIVE DOLLARS AND NO CENTS (\$340,405.00)*, subject to adjustment as provided by the Contract Documents (“Contract Price”). The Town has appropriated sufficient funds for completion of this Work.

- a. Monthly, partial, progress payments shall be made by the Town to the Contractor for the percentage of the Work completed, subject to inspection by Town staff to verify percentage of completion. The Town alone shall determine when work has been completed and progress payments shall not constitute a waiver of the right of the Town to require the fulfillment of all terms of this Agreement and the delivery of all improvements embraced in this Agreement in a complete and satisfactory manner to the Town in all details. The Town, before making any payment, may require the Contractor to furnish releases or receipts from any or all persons performing work under this Agreement and/or supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect the Town’s interest. The Town, however, may in its discretion make payment in part or full to the Contractor without requiring the furnishing of such releases or receipts.
- b. By the 30th day of each month, Contractor shall submit to the Town for review and approval, an application for payment fully completed and signed by Contractor covering the work completed through the last day of the prior month and accompanied by such supporting documentation as is required by these Contract Documents, including without limitation, time sheets, invoices, receipts, bills of lading, and all other documents the Town may require. Materials on hand but not complete in place may or may not be included for payment at the discretion of the Town. Each subsequent application for payment shall include an affidavit of Contractor providing that all previous progress payments received on account of the work have been applied to discharge in full all of Contractor's obligations reflected in prior applications for payment. Notwithstanding the progress payments, it is the intent and purpose of the Town to withhold at least five percent (5%) of payments to Contractor for any contract exceeding One Hundred Fifty Thousand Dollars (\$150,000.00) in accordance with Article 91, Title 24, C.R.S.

6.00 ACCEPTANCE AND FINAL PAYMENT: Final payment may be requested by the Contractor upon completion and acceptance, by the Town, of all work as set forth in the Contract Documents. The total amount of final payment shall consist of the Contract Price, as adjusted in accordance with approved change orders, if applicable, less all previous payments to the Contractor. If the contract price exceeds one hundred fifty thousand dollars (\$150,000.00), the Town may make the final payment to the Contractor only after the Town has published notice of such final payment in accordance with C.R.S. § 24-91-103.

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

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

- a. The Contractor has familiarized itself with the nature and the extent of the Contract Documents, Scope of Work, the locality, all physical characteristics of the area of the work within the Scope of Work, including without limitation, improvements, soil conditions, drainage, topography, and all other features of the terrain, and with the local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the work, or apply in any manner whatsoever to the work.

- b. Contractor has carefully considered all physical conditions at the site and existing facilities affecting cost, progress, or performance of the work.
- c. Contractor has given the Town written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and such documents are acceptable to the Contractor.
- d. Contractor shall not extend the credit or faith of the Owner to any other persons or organizations.

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

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

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

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

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

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

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

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

14.00 EVENTS OF AND TERMINATION FOR DEFAULT:

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

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

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

CONTRACTOR ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONTRACTOR OR SOME ENTITY OTHER THAN THE TOWN PROVIDES SUCH BENEFITS. CONTRACTOR FURTHER ACKNOWLEDGES

THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS’ COMPENSATION BENEFITS. CONTRACTOR ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.

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

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

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

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

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

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

The Town:	Town of Mead Attn: Town Manager 441 Third Street, Mead, CO 80542 Email: hmgichelbrink@townofmead.org
With a copy to:	Michow Cox & McAskin, LLP Attn: Mead Town Attorney 6530 S. Yosemite Street, Suite 200 Greenwood Village, CO 80111 Email: marcus@mcm-legal.com
Contractor:	Chris Lee Vance Brothers, Inc. 380 W 62nd Ave Denver, CO 80216

With a copy to:

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE PAGES FOLLOW

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

ATTEST:

By: _____
Mary Strutt, Town Clerk, MMC

APPROVED AS TO FORM *(excluding exhibits)*:

By: _____
Marcus McAskin, Town Attorney

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

OR

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

By: _____
Helen Migchelbrink, Town Manager

Date of Execution: _____

CONTRACTOR: Vance Brothers, Inc., a Missouri corporation

By: _____

Printed Name: _____

Title: _____

Date of Execution: _____

STATE OF _____)
COUNTY OF _____) ss.

The foregoing Construction Agreement was acknowledged before me this ____ day of _____, 2022,
by _____ (printed name) as
_____ (title) of Vance Brothers, Inc., a Missouri corporation.

Witness my hand and official seal.

My commission expires: _____.

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

[SEAL]

EXHIBIT A
CONTRACTOR'S FORM OF BID

(see attached)



Agenda Item Summary

MEETING DATE: May 9, 2022

SUBJECT: Resolution No. 35-R-2022 - A Resolution of the Town of Mead, Colorado, Awarding the Bid and Approving a Construction Agreement Between the Town and Metro Pavers, Inc. for Asphalt Patching

PRESENTED BY: Robyn Brown, Deputy Town Engineer

SUMMARY

The Town received four bid proposals from qualified contractors to provide asphalt patching throughout Town at general street maintenance locations and as part of the Town’s annual street maintenance program (“Project”).

Proposals ranged from \$275,102.72 to \$481,283.00. The apparent low bidder is Metro Pavers, Inc., a company that is qualified to complete the work associated with the Project. Below is a summary of the bids received:

Metro Pavers, Inc.	\$ 275,102.72
Elite ESI	\$ 279,102.72
Asphalt Specialties	\$ 431,485.00
Lightfield Enterprises	\$ 481,283.00

Following a review of the bids submitted and applicable review criteria, Town Staff recommends the Project be awarded Metro Pavers Inc.

FINANCIAL CONSIDERATIONS

To incorporate a buffer for unforeseen conditions and/or allow for additional small patches identified after bidding, the proposed contract not-to-exceed amount includes a contingency of 15% of the Metro Pavers proposed bid cost, for a total of \$316,368.00. The approved 2022 budget provided \$850,000 in the Street Improvement Fund for this contract, detailed below:

04-44-5215	\$100,000	Repairs and Maintenance – Streets
04-44-5365	\$750,000	Repairs and Maintenance – Sealcoating

The following projects are proposed from these funding sources:

<u>PROJECT</u>	<u>COST</u>	<u>STATUS</u>
Concrete Removal and Replacement	\$ 177,296.00	Board Approval 4/25/2022
Asphalt Patching	\$ 316,368.00	Current Proposal
<i>Chip and Slurry Seal</i>	<i>\$ 340,405.00</i>	<i>Proposed Concurrently</i>
TOTAL	\$ 834,069.00	

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends awarding the Project to Metro Pavers, Inc., for \$316,368.00.

Suggested Motion – “I move to adopt Resolution No. 35-R-2022, A Resolution of the Town of Mead, Colorado, Awarding the Bid and Approving a Construction Agreement Between the Town and Metro Pavers, Inc. for Asphalt Patching, in an amount not to exceed \$316,368.00.”

ATTACHMENTS

Resolution No. 35-R-2022
Construction Agreement (Exhibit 1 to Resolution)

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 35-R-2022**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, AWARDING
THE BID AND APPROVING A CONSTRUCTION AGREEMENT BETWEEN
THE TOWN AND METRO PAVERS, INC. FOR ASPHALT PATCHING**

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 the patching of miscellaneous sections of asphalt pavement on Town streets and properties (“Project”); and

WHEREAS, the Town issued an Invitation to Bid, IFB No. 2022-003 (“IFB”) for the Project on or about March 8, 2022 and received four responsive bids by the deadline set forth in the IFB; and

WHEREAS, Town staff has reviewed the bids and recommends awarding a construction contract for the Project to Metro Pavers, Inc. (“Contractor”), which is the apparent low bidder; and

WHEREAS, the Board of Trustees desires to approve a construction agreement with Contractor for the Project in an amount not to exceed Three Hundred Sixteen Thousand Three Hundred Sixty-Eight Dollars and No Cents (\$316,368.00) 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 9TH DAY OF MAY, 2022.

ATTEST:

TOWN OF MEAD

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

By: _____
Colleen G. Whitlow, Mayor

Exhibit 1
Construction Agreement

SECTION 00310
BID FORM

Project: Town of Mead – Asphalt Patching Project
Address: Town of Mead
Attn: Robyn Brown, Deputy Town Engineer
441 Third Street
Mead, CO 80542

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

Addendum No.	Bidders Signature	Date Acknowledged
1	Michael Brown	3/28/2022

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data." Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents

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

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

1.04 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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

Base Bid Proposal

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

Item No.	Description	Unit	Contract Quantity	Unit Price	Total Cost
203.01	Excavation	CY	150	\$ 41.34	\$ 6,201.00
203.02	Borrow	TON	200	\$ 51.06	\$ 10,212.00
403.01	Hot Mix Asphalt - Patching	TON	1492	\$ 165.66	\$ 247,164.72
630.01	Advance Warning Sequencing Arrow Panel	DAY	15	\$ 50.00	\$ 750.00
630.02	Variable Message Board	DAY	15	\$ 100.00	\$ 150.00
630.03	Traffic Control Flagging	DAY	5	\$ 1,125.00	\$ 5,625.00
630.04	Traffic Control Management	DAY	10	\$ 500.00	\$ 5,000.00
TOTAL COST:					\$ 275,102.72
15% Contingency					\$ 41,265.41
TOTAL:					\$ 316,368.00

~~Two Hundred Seventy Five Thousand One Hundred Two~~ Dollars, and
~~Seventy two~~ Cents.

Three Hundred Sixteen Thousand, Three Hundred Sixty-Eight Dollars, and Zero Cents.

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

The undersigned Bidder agrees to furnish any and all required Bonds in the form required by the Town and to enter into a contract within the time specified in the Instructions to Bidders and further agrees

to complete all Work covered by the Bid, in accordance with specified requirements, within the time specified in the Agreement. Bidder accepts the provisions of the Agreement as to liquidated damages.

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

1.06 Construction Schedule

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

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

- A. Required Bid security;
- B. List of Project References; Résumé of General Manager & Superintendent
- C. List of Proposed Suppliers
- D. List of Proposed Subcontractors
- E. Evidence of authority to do business in the state Colorado; or a written covenant to obtain such license within the time for acceptance of Bids;

1.08 The Engineer may require the apparent low responsive bid and second low responsive bid General Contractors to submit the following Statement of Qualifications after the bid opening:

A. General Information

1. Please provide official firm name, license, contact person for bidding, title, phone number, e-mail address, and mailing address. Provide a list of current projects under construction in detail, including Owner's name and contact information, Engineer's name and contact information, contract price, percent complete, and brief description of work.

B. Project Experience

1. Provide brief summaries of a minimum of three (3) comparable projects in which your firm served as General Contractor in last three (3) years. Include the following information with each project summary:
 - a. Owner and Engineer contact information
 - b. References and contact information
 - c. Project contract price and final construction cost
 - d. Construction dates

C. Experience of key personnel to be assigned to this project.

1. For each key person identified, list at least two comparable projects in which they have played a primary role. For other projects provide:
 - a. Description of project
 - b. Role of the person
 - c. Project's original contracted construction cost and final construction cost
 - d. Construction dates
 - e. Project Owner
 - f. Reference information (two names with telephone numbers for each project)

D. References

1. Provide name, address, and phone number of the General Contractor's banking reference
2. Provide name, address, and phone number of the General Contractor's insurance agent(s)

SIGNATURE OF BIDDER:

Date: March 29, 2022

If an Individual: _____,

Doing business as: _____

If a Partnership: _____

By: _____, partner

If a Corporation: Metro Pavers Inc. (a Colorado Corporation)

By: Michael Brown *Michael Brown*

(SEAL & TITLE *Chad A. [Signature]* ATTEST)

ADDRESS: 7230 Gilpin Way Suite 180

Denver, CO 80229

TELEPHONE: 303-854-7195

EMAIL: Michaelb@metropaversinc.com

END OF SECTION

SECTION 00501
TOWN OF MEAD, COLORADO
CONSTRUCTION AGREEMENT
Project Number: IFB 2022-003, Asphalt Patching (“Project”)

This CONSTRUCTION AGREEMENT (“Agreement”) is made and entered into by and between the TOWN OF MEAD, COLORADO, a municipal corporation of the State of Colorado, with offices at 441 Third Street, Mead, Colorado 80542 (the “**Town**” or “**Owner**”), and Metro Pavers, Inc., a Colorado corporation whose address is 7875 I-76 Service Road, Henderson, Colorado 80640 (the “**Contractor**”).

RECITALS

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

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

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

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

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

THE PARTIES AGREE AS FOLLOWS:

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

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

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

8. Bid Bond (Minimum 5% equivalent of the Bid Proposal price or as otherwise set forth in the Bid Bond form provided as part of the Bid Pack)
9. General Conditions
10. The following documents if the box is checked:

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

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

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

3.00 TIME AND COMMENCEMENT OF COMPLETION: This Agreement shall commence as of the date the Agreement is fully executed by both parties and shall continue through **December 31, 2022** or until the Scope of Work is completed (“Initial Term”). Notwithstanding the Initial Term, the Parties reserve the right to extend or renew this Agreement for up to four (4) additional one-year terms following the termination of the Initial Term (each such extension or renewal an “Extension Term”) based, in the Town’s sole discretion, on the Town’s determination that Contractor’s performance and proposed Unit Pricing are in the best interests of the Town. Any renewals or extensions of this Agreement must:

- a. Be set forth in a writing signed by the Parties; and
- b. Include Unit Pricing and a Performance and Payment Bond valid for the applicable Extension Term that have been reviewed and approved by the Town; and
- c. List any revised or updated Contract Documents that are applicable to the Extension Term; and
- d. State the not-to-exceed Contract Price for the Extension Term; and
- e. Be approved by the Town’s Board of Trustees.

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

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

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

5.00 CONTRACT SUM AND PAYMENT: The Owner shall pay to the Contractor for performance of the Work encompassed by this Agreement, and the Contractor will accept as full compensation therefore an amount not to exceed *THREE HUNDRED SIXTEEN THOUSAND THREE HUNDRED SIXTY-EIGHT DOLLARS AND NO CENTS (\$316,368.00)*, subject to adjustment as provided by the Contract Documents ("Contract Price"). The Town has appropriated sufficient funds for completion of this Work.

- a. Monthly, partial, progress payments shall be made by the Town to the Contractor for the percentage of the Work completed, subject to inspection by Town staff to verify percentage of completion. The Town alone shall determine when work has been completed and progress payments shall not constitute a waiver of the right of the Town to require the fulfillment of all terms of this Agreement and the delivery of all improvements embraced in this Agreement in a complete and satisfactory manner to the Town in all details. The Town, before making any payment, may require the Contractor to furnish releases or receipts from any or all persons performing work under this Agreement and/or supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect the Town's interest. The Town, however, may in its discretion make payment in part or full to the Contractor without requiring the furnishing of such releases or receipts.
- b. By the 30th day of each month, Contractor shall submit to the Town for review and approval, an application for payment fully completed and signed by Contractor covering the work completed through the last day of the prior month and accompanied by such supporting documentation as is required by these Contract Documents, including without limitation, time sheets, invoices, receipts, bills of lading, and all other documents the Town may require. Materials on hand but not complete in place may or may not be included for payment at the discretion of the Town. Each subsequent application for payment shall include an affidavit of Contractor providing that all previous progress payments received on account of the work have been applied to discharge in full all of Contractor's obligations reflected in prior applications for payment. Notwithstanding the progress payments, it is the intent and purpose of the Town to withhold at least five percent (5%) of payments to Contractor for any contract exceeding One Hundred Fifty Thousand Dollars (\$150,000.00) in accordance with Article 91, Title 24, C.R.S.

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

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

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

- a. The Contractor has familiarized itself with the nature and the extent of the Contract Documents, Scope of Work, the locality, all physical characteristics of the area of the work within the Scope of Work, including without limitation, improvements, soil conditions, drainage, topography, and all other features of the terrain, and with the local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the work, or apply in any manner whatsoever to the work.

- b. Contractor has carefully considered all physical conditions at the site and existing facilities affecting cost, progress, or performance of the work.
- c. Contractor has given the Town written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and such documents are acceptable to the Contractor.
- d. Contractor shall not extend the credit or faith of the Owner to any other persons or organizations.

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

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

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

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

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

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

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

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

14.00 EVENTS OF AND TERMINATION FOR DEFAULT:

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

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

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

CONTRACTOR ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONTRACTOR OR SOME ENTITY OTHER THAN THE TOWN PROVIDES SUCH BENEFITS. CONTRACTOR FURTHER ACKNOWLEDGES

THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS’ COMPENSATION BENEFITS. CONTRACTOR ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.

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

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

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

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

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

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

The Town:

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

With a copy to:

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

Contractor:

Michael Brown
Metro Pavers, Inc.
7875 I-76 Service Road
Henderson, Colorado 80640

With a copy to:

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE PAGES FOLLOW

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

ATTEST:

By: _____
Mary Strutt, Town Clerk, MMC

APPROVED AS TO FORM *(excluding exhibits)*:

By: _____
Marcus McAskin, Town Attorney

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

OR

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

By: _____
Helen Migchelbrink, Town Manager

Date of Execution: _____

CONTRACTOR: Metro Pavers, Inc., a Colorado corporation

By: _____

Printed Name: _____

Title: _____

Date of Execution: _____

STATE OF _____)
COUNTY OF _____) ss.

The foregoing Construction Agreement was acknowledged before me this ____ day of _____, 2022,
by _____ (printed name) as
_____ (title) of Metro Pavers, Inc., a Colorado corporation.

Witness my hand and official seal.

My commission expires: _____.

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

[SEAL]

EXHIBIT A
CONTRACTOR'S FORM OF BID

(see attached)



Agenda Item Summary

MEETING DATE: May 9, 2022

SUBJECT: Resolution No. 36-R-2022 – A Resolution of the Town of Mead, Colorado, Granting Conditional Acceptance of the Public Improvements Associated with the Ziggi's Coffee Site Plan

PRESENTED BY: Robyn Brown, Deputy Town Engineer

SUMMARY

Mr. Brandon Knudsen of 4th & Main Holdings, LLC, a Colorado limited liability company, having a principal office address of 241 Welker Way, Mead, CO 80542 has caused the completion of certain public improvements associated with the **Ziggi's Coffee Site Plan** and has requested conditional acceptance of the public improvements, specifically the installation of concrete sidewalk, asphalt paving, sanitary sewer, and storm sewer drainage, and drainage facilities (collectively, the "Public Improvements").

The Public Improvements are identified in the Site Plan Agreement, dated April 26, 2020 and recorded on March 1, 2022 at Reception No. 4806627 in the Weld County property (the "Public Improvements").

Staff is recommending conditional acceptance of the Public Improvements. Resolution No. 36-R-2022 memorializes the Board's conditional acceptance of the Public Improvements, effective March 29, 2022.

Town staff completed several walkthroughs that identified various deficiencies, which the Developer has satisfactorily remediated. The Town has accepted these items and Conditional Acceptance has been granted. The two (2) year warranty period will start May 1, 2022. Town staff will complete a final inspection prior to final acceptance of the Public Improvements at the conclusion of the two-year warranty period. The Conditional Acceptance letter is attached and incorporated into the proposed Resolution as **Exhibit A**.

Exhibit B of the Proposed Resolution includes additional conditions recommended by the Town Engineer. This additional condition ensures that 15% collateral will be held through the two-year warranty period to secure the Public Improvements during the two (2) year guarantee period. In addition, a portion of the sidewalk on the south & west of the subject property is subject to an extended five-year warranty. Language addressing the sidewalk warranty is also included in **Exhibit B**. **Exhibit C** highlights the location of the sidewalk subject to the extended warranty.

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

FINANCIAL CONSIDERATIONS

There are no financial considerations associated with this request.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends that the Board of Trustees memorialize the Town’s conditional acceptance of the Public Improvements by adoption of the proposed Resolution, with the two (2) year warranty period beginning May 1, 2022.

Suggested motion: I move to adopt Resolution No. 36-R-2022, a Resolution of the Town of Mead, Colorado, Granting Conditional Acceptance of the Public Improvements (Ziggi’s Coffee Site Plan).

ATTACHMENTS

Resolution No. 36-R-2022

Exhibit A to Resolution: Letter dated April 18, 2022 (from Town to Developer)

Exhibit B to Resolution: Additional conditions (Conditional Acceptance –Public Improvements – Ziggi’s Coffee Site Plan)

Exhibit C to Resolution: Extended Sidewalk Warranty (Ziggi’s)

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 36-R-2022**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, GRANTING
CONDITIONAL ACCEPTANCE OF THE PUBLIC IMPROVEMENTS
ASSOCIATED WITH THE ZIGGI'S COFFEE SITE PLAN**

WHEREAS, 4th & Main Holdings LLC, a Colorado limited liability company having a principal office address of 241 Welker Way, Mead, CO 80542 (“Developer”) has caused the completion of certain public improvements associated with the **Ziggi’s Coffee Site Plan**, specifically the public improvements identified in that certain Site Plan Agreement dated April 26, 2020 and recorded on March 1, 2022 at Reception No. 4806627 in the Weld County property (the “Public Improvements”); and

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

WHEREAS, Section 1.3 of the Site Plan Agreement requires that conditional acceptance of the Public Improvements be memorialized by a resolution of the Town Board of Trustees, which resolution shall specifically identify the date of conditional acceptance of the Public Improvements; and

WHEREAS, conditional acceptance marks the beginning of the two (2) year warranty guaranty period, and if conditional acceptance is granted between the dates of November 1st and April 30th, the two (2) year warranty guaranty period shall not begin until the first May 1st following the effective date of the Board’s resolution granting conditional acceptance; and

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

WHEREAS, the Town Engineer has reviewed the installation of the Public Improvements, has determined that the Public Improvements have been installed in substantial conformance with the Town’s construction standards and the requirements of the Site Plan Agreement, and is recommending that the Board grant conditional acceptance of the Public Improvements effective May 1, 2022, as set forth and confirmed in that certain letter from the Town to Developer dated April 22, 2022, a copy of which is attached to this Resolution as **Exhibit A**, and subject to the additional condition attached to this Resolution as **Exhibit B**; and

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

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

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

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

Section 1. Conditional Acceptance of Public Improvements. The Board of Trustees on behalf of the Town of Mead, hereby grants “conditional acceptance” of the Public Improvements identified in this Resolution and orders the commencement of the two (2) year warranty period on May 1, 2022.

Section 2. Developer Obligation to Maintain Public Improvements during Guarantee Period. Developer shall maintain the Public Improvements for a two (2) year period from the date of conditional acceptance (the “Guarantee Period”). Developer shall, at its own expense, take all actions necessary to maintain the Public Improvements and make needed repairs or replacements that, in the reasonable opinion of the Town (and the Town Engineer), shall become necessary during the Guarantee Period. Failure of the Developer to maintain the Public Improvements during the Guarantee Period shall violate the requirements of this Section 2 and shall constitute a violation of the terms and conditions of the Site Plan Agreement.

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

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

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 9TH DAY OF MAY, 2022.

ATTEST:

TOWN OF MEAD

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

By: _____
Colleen G. Whitlow, Mayor

Exhibit A
Letter dated April 22, 2022

April 22, 2022

Mr. Brandon Knudsen
4th & Main Holdings LLC
241 Welker Way
PO Box 448
Mead, CO 80542

RE: Ziggi's – Conditional Acceptance of Public Infrastructure Improvements

Dear Mr. Knudsen,

On March 29, 2022, Town Staff confirmed the public infrastructure improvements associated with the Ziggi's Coffee Site Plan were complete. The Town grants Conditional Acceptance of the improvements.

In accordance with the Town of Mead *Design Standards and Construction Specifications*, Section 202.8.A.1.a., for projects where Conditional Acceptance is granted between November 1st and April 30th, the two-year warranty period shall not begin until May 1st. A final inspection will be conducted at the end of the warranty period prior to Final Acceptance of the Public Infrastructure Improvements.

In addition, as you are aware, portions of the sidewalk on the subject property are subject to an extended five-year warranty (commencing on November 10, 2021). The resolution that will be considered by the Board of Trustees to memorialize Conditional Acceptance of the improvements will contain a reference to the extended sidewalk warranty.

Please let me know if you have any questions.

Sincerely,



Signed: 04/22/2022 @ 11:21:27 AM

Robyn Brown, P.E.
Deputy Town Engineer

Exhibit B

Additional conditions (Conditional Acceptance – Public Improvements – ZIGGI’S COFFEE SITE PLAN)

1. Developer shall replace HIGH PLAINS BANK LOC 44212049 in the amount of \$154,914.96 (and having an expiration date of March 26, 2022 (the “Existing LOC”) with a new LOC in the form required by the Site Plan Agreement in the amount of **twenty-three thousand two hundred thirty-seven and 24/100 dollars (\$23,237.24)** and having an expiration date **not earlier than August 30, 2024** (“Updated LOC”) in order to secure the Public Improvements during the two (2) year guarantee period. The Developer shall file the Updated LOC with the Town Engineer on or before May 1, 2022. Upon filing of the Updated LOC, the Town Engineer or designee shall cause the Existing LOC to be fully and finally released in accordance with the terms of the Site Plan Agreement and the *Mead Municipal Code*.
2. In lieu of the Updated LOC, and consistent with the terms and conditions of the Site Plan Agreement, the Town Manager shall be authorized to accept a **cash escrow** in the amount of \$23,237.24 in order to secure the Public Improvements during the two (2) year guarantee period.
3. Developer shall warrant the sidewalk installation along the South & West sides of the Ziggi’s HQ Building for a five (5) year period commencing November 10, 2021, as more specifically set forth in **Exhibit C** below. Specifically, if FCI Constructors, Inc. fails to make any necessary repairs during the five-year period ending NOVEMBER 10, 2026 or otherwise fails to honor its Special Warranty Letter, Developer shall cause the necessary repairs to be made and Developer’s cost and expense (“Sidewalk Warranty Work”). All Sidewalk Warranty Work shall be completed to the satisfaction of the Town Engineer and Town Public Works Director.

Exhibit C
Extended Sidewalk Warranty – Ziggi's



SPECIAL WARRANTY DATE: Five (5) Years from Date of Pour (November 10, 2021)

TO: Erika Rasmussen
Town of Mead
Town Engineer/Public Works Director

RE: Ziggi's Coffee HQ Project
241 Welker Ave, Mead, CO 80542
Right-of-Way Sidewalk Special Warranty
(Due to FCI placing without Town of Mead Inspection)

SPECIAL WARRANTY LETTER

FCI CONSTRUCTORS, INC., hereby guarantees all materials and workmanship and warrants against defects, subject to normal wear and tear as it pertains to the right-of-way sidewalk installation along the South & West sides of the Ziggi's HQ Building as highlighted on the attached drawing for a period of Five (5) Years from the date of pour (November 10, 2021). However, we do not warrant against defects due to failure to exercise normal maintenance, nor against the consequence of uses for which these products were not designed.

We have no liability to pay any costs of repair performed by anyone other than us, unless in each instance we have given written approval of such repair.

FCI CONSTRUCTORS, INC.

A handwritten signature in blue ink, appearing to read "J. Shippy", is written over a horizontal line.

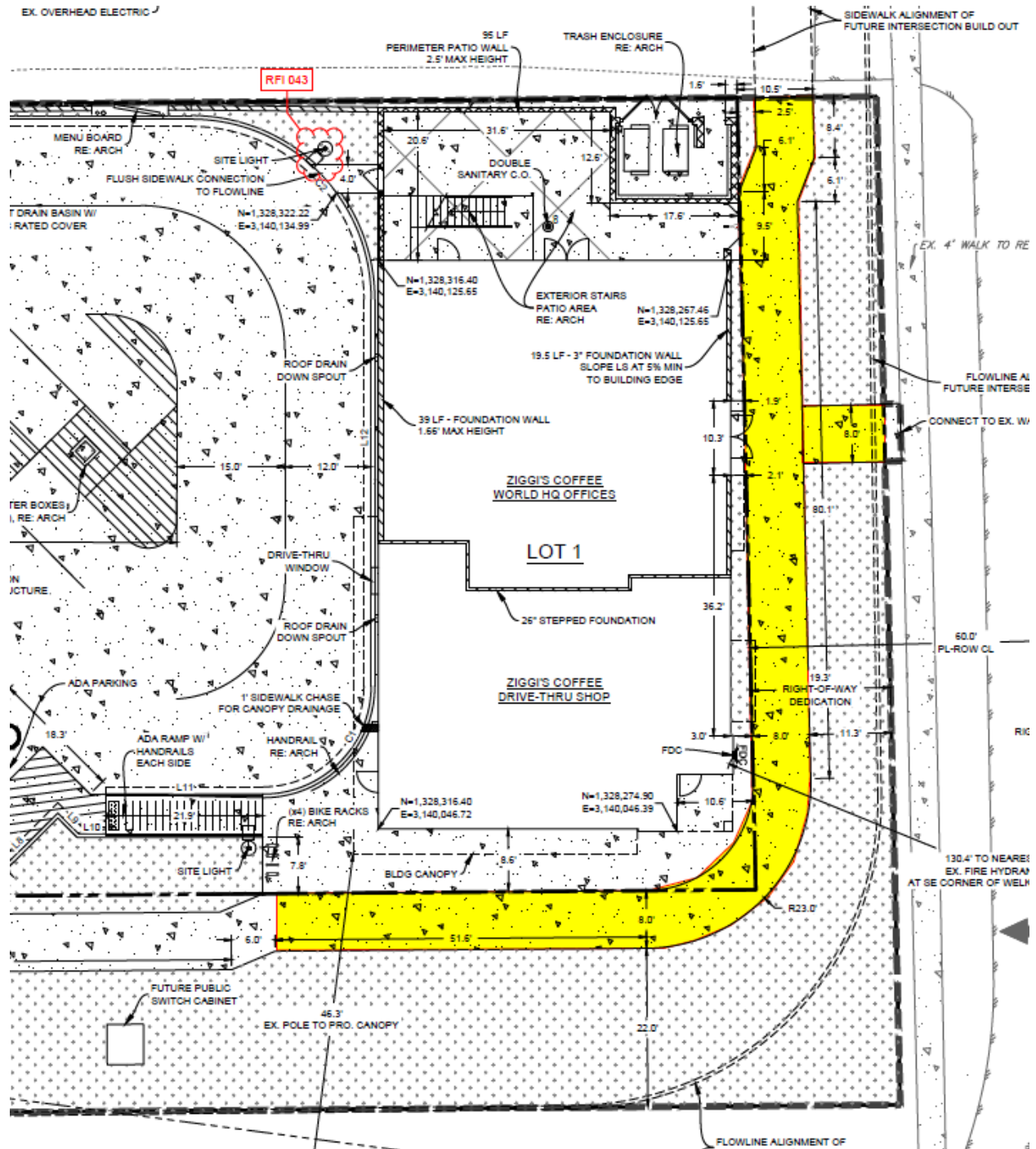
Jake Shippy – FCI Constructors, Project Manager

Attachments – Highlighted Placement Plan, Site Concrete Mix Design, Similar Test Results

Cc – Jeff Deese (Ziggi's), Robyn Brown (Mead), Deano Korecky (Mead), Logan Lenz (FCI)

4015 Coriolis Way, Frederick, CO 80504 (970) 535-4725 (970) 535-4867 Fax www.fcioL.com

Location of Sidewalk highlighted on following page.





Agenda Item Summary

MEETING DATE: May 9, 2022

SUBJECT: Resolution No. 37-R-2022 - A Resolution of the Town of Mead, Colorado, Approving a Purchase Order for a Skid Loader in the Amount of Fifty-Four Thousand Seven Hundred Ninety-Six Dollars and Sixty-Seven Cents (\$54,796.67)

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

SUMMARY

The Public Works Department is requesting to purchase a Kubota skid steer loader from Wickham Tractor Company. This versatile piece of equipment is used for a variety of landscaping and construction related tasks, including snow and debris removal, materials handling, grading, and backfilling.

The equipment will be obtained utilizing a Sourcewell contract. Sourcewell is a cooperative public purchasing organization that holds competitively solicited cooperative contracts ready for use by government, education, and nonprofit organizations. Cooperative purchasing allows the Town to utilize competitive solicitations that meet or exceed local requirements and obtain the best pricing due to volume discounts.

With the Sourcewell discount, the total price for the Kubota skid loader is reduced from \$70,610.75 to \$54,796.67 (a \$15,814.08 discount). The Town’s purchasing policy sets forth that the policy shall not apply if the purchase is able to piggy-back on a state bid award or another bid award where a public bid process has taken place.

FINANCIAL CONSIDERATIONS

The approved 2022 budget provided \$90,000 for the purchase of a skid loader in the Streets Capital Outlay fund (01-44-5502). Staff test drove 3 different models and believes the Kubota best meets the needs of the organization. This purchase is well under that budget at \$54,796.67.

Kubota SSV75PHFRC	\$54,796.67
Bobcat S76 T4	\$60,891.39
New Holland L328	\$62,772.00

STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the May 9, 2022 consent agenda will approve this item. If this item is pulled off of the consent agenda for questions or discussion, the Public Works Department recommends the following motion:

Suggested Motion –

“I move to approve Resolution No. 37-R-2022, approving a Purchase Order for a Skid Loader in the amount of Fifty-Four Thousand Seven Hundred Ninety-Six and 67/100 Dollars (\$54,796.67).”

ATTACHMENTS

Resolution No. 37-R-2022

Exhibit 1 - Wickham Tractor Proposal 2337899

TOWN OF MEAD, COLORADO
RESOLUTION NO. 37-R-2022

A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING A
PURCHASE ORDER FOR A SKID LOADER IN THE AMOUNT OF FIFTY-
FOUR THOUSAND SEVEN HUNDRED NINETY-SIX DOLLARS AND
SIXTY-SEVEN CENTS (\$54,796.67)

WHEREAS, the Town of Mead desires to purchase a skid steer loader that will be used for a variety of landscaping and construction related tasks, including snow and debris removal, materials handling, grading, and backfilling; and

WHEREAS, the Town of Mead approved in its 2022 budget up to ninety thousand dollars and no cents (\$90,000.00) for the purchase of a skid loader; and

WHEREAS, the Public Works Department test drove different models and believes that the Kubota model best meets the needs of the Town and is well within the budget at a purchase price of **FIFTY-FOUR THOUSAND SEVEN HUNDRED NINETY-SIX DOLLARS AND SIXTY-SEVEN CENTS (\$54,796.67)**; and

WHEREAS, the Board of Trustees desires to approve the Purchase Order, attached hereto and referenced herein as **Exhibit 1**.

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 Purchase Order for the Kubota steel skid steer loader in substantially the form attached hereto as **Exhibit 1**; and (b) authorizes the Town Manager, or her designee, to execute the Purchase Order on behalf of the Town and deliver the same to Wickham Tractor Company.

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 9TH DAY OF MAY 2022.

ATTEST:

TOWN OF MEAD

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

By: _____
Colleen G. Whitlow, Mayor

Exhibit 1

Purchase Order (Kubota SV7PHFRC) – Wickham Tractor Company

Quote Provided By
 WICKHAM TRACTOR CO.
 EDDIE SCHLAGEL
 4100 S. VALLEY DR
 LONGMONT, CO 80504
 email: eddie@wickhamtractor.com
 phone: 9703969901

-- Standard Features --

-- Custom Options --


Kubota

S Series

SSV75PHFRC

*** EQUIPMENT IN STANDARD MACHINE ***

FEATURES

Vertical Lift Path Loader Frame
 Standard Front Quick Coupler,
 Float Standard
 Hydraulic Quick Coupler Option
 One Way Self-Leveling
 with Kubota Shock-less Ride
 (KSR) Option
 Loader Boom Lock
 Loader Arm Drop Valve
 Open ROPS & Air Conditioned
 ROPS/FOPS Cab Models
 Adjustable, Vinyl, Suspension
 Seat
 2" Retractable Seat Belt and 2-
 Piece Seat Bar
 12V Electric Outlet
 20.9 gpm Auxiliary Hydraulics,
 30.4 gpm High Flow Hydraulics
 Option
 Direct To Tank Return Line
 12x16.5, 10PR Heavy-Duty
 Tires
 Two Speed Travel System
 Spring Applied Hydraulically
 Released (SAHR) Brakes
 Gear Drive Pumps & Variable
 Loader
 and High Flow Pumps (if
 equipped)
 Mechanical Hand & Foot
 Controls
 Electronic Dial Throttle
 Automatic Glow Plugs
 Key Switch Stop/Start System
 Self-Bleed Fuel System
 2 Front and 2 Rear Working
 Lights
 2 Front Corner Lights & 2 Rear
 Red Tail Lights
 Hour Meter, Engine
 Temperature and Fuel
 Gauges and Warning Lights
 Horn and Backup Alarm
 Lockable Fuel Cap Door
 Bolt On Grab Handles to enter
 machine

ISO-PILOT CONTROL BASIC
UNIT

SSV75PHFRC, AC Enclosed Cab,
 High Flow Hydraulics,
 Self-Leveling with KSR,
 Hydraulic Quick Coupler

OPERATIONAL
DIMENSIONS

Operating Weight*, SSV75P*,
 Open ROPS/FOPS Cab,
 Mechanical Quick Coupler 8,157
 lbs.
 Rated Operating Capacity (ROC)
 @ 50% of Tipping Load 2,690 lbs.
 Tipping Load 5,380 lbs.
 Auxiliary Hydraulics Flow 20.9 /
 30.4 gpm
 Travel Speed (Low / High) 7.1 /
 11.8 mph
 Reach @ Maximum Height 36.9"
 Height to Hinge Pin 128.3"
 Ground Clearance 8.1"
 Traction Force 8,494 lbf.

* Includes operator's weight, 175
 lbs.

ENGINE

V3307 Kubota CR-TE4, Tier 4
 Diesel Engine
 4-Cylinder, 4 Cycle, Turbo Charged
 74.3 Gross HP @ 2600 rpm
 3.3 L Displacement
 196 lbf-ft Peak Torque

DIMENSIONS

Cab Height 81.3"
 Width over wheels 71.8"
 Width with 68" standard bucket
 75.0"
 Length without bucket 115.0"
 Length with standard bucket
 144.1"

SSV75PHFRC Base Price: \$63,082.00

(1) 14 PIN TO 14 PIN ADAPTER KIT \$331.00
 S6650-14 PIN TO 14 PIN ADAPTER KIT

(1) 74" HEAVY DUTY LOW PROFILE LONG \$2,479.00
 FLOOR BUCKET (19.2 CU-FT) W/CUTTING EDGE
 AP-HD74LLC-74" HEAVY DUTY LOW PROFILE LONG FLOOR
 BUCKET (19.2 CU-FT) W/CUTTING EDGE

Configured Price: \$65,892.00

Sourcewell Discount: (\$15,814.08)

SUBTOTAL: \$50,077.92

Dealer Assembly: \$42.50

Freight Cost: \$831.25

PDI: \$250.00

77700-08974 REAR CAMERA \$840.00

INSTALL CAMERA \$250.00

77700-04757 RADIO \$280.00

INSTALL RADIO \$125.00

70090-40007 6 REAR WEIGHTS \$800.00

INSTALL REAR WTS AND BOLTS \$250.00

AP-PFL5648 PALLET FORKS \$1,050.00

Total Unit Price: \$54,796.67

Quantity Ordered: 1

Final Sales Price: \$54,796.67

**Purchase Order Must Reflect
 the Final Sales Price**

To order, place your Purchase Order directly with the quoting
 dealer

*Some series of products are sold out for 2022. All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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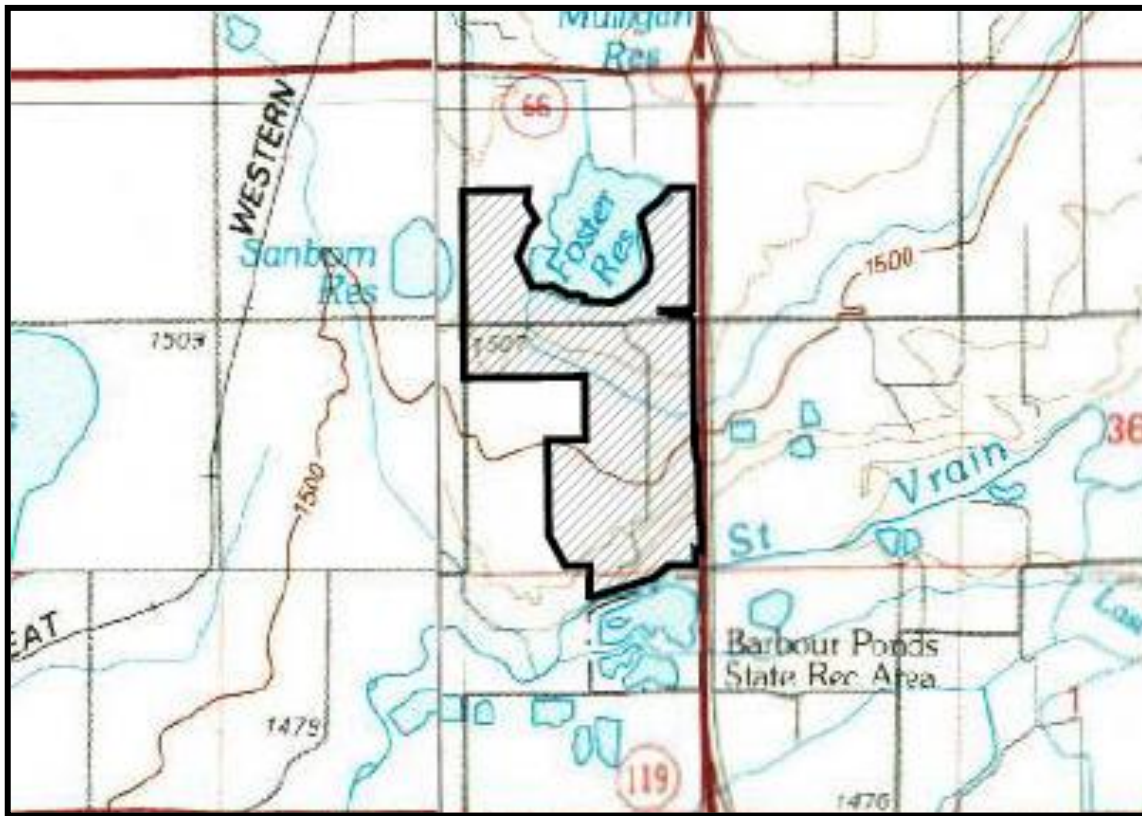


Agenda Item Summary

MEETING DATE: May 9, 2022

SUBJECT: Resolution No. 38-R-2022 – A Resolution of the Town of Mead Colorado, Conditionally Approving the Waterfront Filing No. 1 Preliminary Plat

PRESENTED BY: Jason Bradford, AICP, Community Development Director



SUMMARY

A request for the Board of Trustees to review and consider, at a public hearing, the Waterfront Filing No. 1 Preliminary Plat, and to approve or conditionally approve the Preliminary Plat via resolution.

DETAIL OF REQUEST

Applicant:	Ventana Capital / Bryan Horan
Property Owner:	Tharaldson Ethanol Plant I, L.L.C., a Nevada limited liability company
Property Location:	Generally south and east of the WCR 7/Hwy 66 intersection
Zoning Classification:	RSF-4, RMF-8, RMF-14 and GC with PUD Overlay
Comp. Plan Designation:	Residential Mixed-Use (RMU) and Large Lot Residential (LLR)
Surrounding Land Uses:	
North:	Foster Reservoir, Mead Crossings, and unincorporated Weld County properties
South:	St. Vrain State Park
East:	Interstate 25
West:	Mead High School and unincorporated Weld County properties

Overview:
Bryan Horan, with Ventana Capital (the “Applicant”), submitted an application on behalf of Tharaldson Ethanol Plant I, L.L.C., a Nevada limited liability company (the “Owner”) for the Waterfront Filing No. 1 Preliminary Plat (the “Application” or the “Preliminary Plat”) for the 586.07-acre property, known as Waterfront (the “Property”), generally located west of I-25, north of the St. Vrain River, east of Third Street (CR 7), and south of Hwy 66. The Property is also adjacent to the Foster Reservoir and Mead High School.

The Application anticipates subdivision of the northernmost 166.80 acres (Filing No. 1) into 182 small lots, in accordance with the Residential Multi-Family (RMF-8) with Planned Unit Development (PUD) underlying zoning, and 209 large lots, in accordance with the Residential Single Family (RSF-4) with PUD underlying zoning.

The remaining 419 acres of the Property (designated as Tract I on the Preliminary Plat) is anticipated to be replatted at a later date.

The Preliminary Plat also proposes the dedication of additional rights-of-way (ROW) for Third Street (CR 7) as a 2-lane Major Arterial Street, and Ronald Reagan Blvd. (CR 28), as a two-lane Minor Arterial Street, in compliance with the Town of Mead’s Transportation Master Plan. In addition, the Preliminary Plat proposes to dedicate 73.35-acres of land for parks and open space, which is well in excess of the 20% open space dedication requirement of 33.36-acres.

The Planning Commission public hearing on the Preliminary Plat was held on April 20, 2022. At that meeting and following the conclusion of the public hearing, the Planning Commission recommended **approval** of the Preliminary Plat to the Board of Trustees, subject to standard conditions. The Planning Commission recommendation regarding approval of the Preliminary Plat is memorialized in Resolution No. 03-PC-2022, attached to this AIS.

Review Criteria and Staff Analysis:

The following is a detailed analysis of the Application as it relates to the review criteria for preliminary plats, set forth in Section 16-4-60(c) of the Mead Municipal Code (the “Code”):

- 1) *The preliminary plat represents a functional system of land use and is consistent with the rationale and criteria set forth in this Code and the Town Comprehensive Plan.*

Staff finds that the Preliminary Plat provides a functional system for land use. The lots all provide adequate access to the roadway network. The lot sizes meet the minimum dimensional standards for the respective zone districts. The Preliminary Plat proposes to dedicate adequate ROW for the necessary rights-of-way, in accordance with the Master Transportation Plan. Adequate open space and park dedications have been provided in accordance with the Code. Drainage facilities have been planned for and tracts are proposed to be dedicated for these facilities. Easements have been provided for the location of utilities to serve the lots.

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

The legal review criteria for a sketch plan are the same as the review criteria for a preliminary plat and the two have been incorporated into this single Preliminary Plat document for review and consideration.

- 3) *The land use mix within the project conforms to the Town's Zoning District Map and Land Use Map and furthers the goals and policies of the Town Comprehensive Plan including:*

- a. *The proposed development promotes the Town's small town, rural character:*

Most of the goals and strategies identified in the Comprehensive Plan, related to promoting the Town's small town, rural character, emphasize the importance of establishing a vibrant downtown, establishing attractive gateway corridors, supporting historic preservation and the arts, and enforcing design standards that promote a rural image. The Waterfront development will comply with all design standards identified in the Code, including architecture design standards for future homes. Residents of the subdivision will provide potential customers for the businesses downtown, contributing to a dynamic and vibrant downtown.

- b. *Proposed residential development adds diversity to the Town's housing supply:*

The Waterfront development would add diversity to the Town's housing stock and housing options, with options for a range of single-family detached and attached housing products currently in limited supply in Mead. This diversity of housing types will allow residents of all ages and stages of life to live and contribute to the Town's community.

c. Proposed commercial development will benefit the Town's economic base:

The proposed development will benefit the Town's economic base by providing new residents and potential customers for Mead's many businesses. The diverse housing stock, created by the development, will also provide opportunities for employees of Mead's businesses to live close to their workplace.

d. Parks and open space and trails are incorporated into the site design:

The Preliminary Plat proposes to dedicate 73.35-acres of land for parks and open space, which is well in excess of the 20% open space dedication requirement of 33.36-acres. In addition, the Preliminary Plat provides a well-designed trail and sidewalk network to accommodate pedestrians and bicyclists. In accordance with the Town's open space and park requirements, the Preliminary Plat provides a neighborhood park (Tract D) and a smaller pocket park (Tract J) that will provide recreation access within walking distance for all of the residents of the subdivision.

The park and open space dedications will add to the Town's network of open space and will provide new recreational options and opportunities for Mead's residents.

e. The proposed project protects the Town's environmental quality:

The Preliminary Plat proposes to dedicate 73.35-acres of land for parks and open space, which is well in excess of the 20% open space dedication requirement of 33.36-acres. The parks, trails, and open spaces are designed with the Foster Reservoir as a central feature that will provide scenic views and habitats for plants and animals. The development will provide a well-designed trail and sidewalk network to accommodate pedestrians, bicyclists, and other non-motorized modes of travel. The abundance of open space will provide nearby access to recreation opportunities for residents. The development does not disturb any identified or dedicated natural areas within the Town of Mead.

f. The development enhances cultural, historical, educational and/or human service opportunities:

The developer for Waterfront will help to construct a transportation network that will expand upon the existing network. A well-connected and efficient transportation network allows access to higher paying and varied job types, a wider selection of housing options and more convenient health and human services. The residents will also help to fund the local school district through fees and taxes, expanding the educational service opportunities. In addition, the Town will collect impact fees and taxes from the new homes. These fees and taxes will provide opportunities to enhance the cultural, historical, educational, and human services in Mead. This revenue will fund Town infrastructure and other capital construction projects, including roads and drainage, cultural and recreation facilities and parks, trails and open space, which will improve the quality of life for existing residents and business owners.

- 4) *The utility and transportation design is adequate, given existing and planned capacities of those systems.*

Proposed utility and transportation systems have been reviewed by Town staff and external agencies and found to be adequate to serve the proposed development. The proposal complies with the Town's adopted Master Transportation Plan and the Town's engineering standards regarding transportation, drainage, and utility system design. This infrastructure will be constructed at the time of development in order to provide adequate facilities to accommodate the new residents.

- 5) *Negative impacts on adjacent land uses have been identified and satisfactorily mitigated.*

One of the anticipated impacts of the Waterfront development will be the increased number of vehicle trips onto the Town's roadway network. The Applicant will be responsible for constructing the necessary improvements to these roadways in order to mitigate this additional traffic. Additional impacts to the broader Town roadway network will be mitigated using impact fees that will be paid with building permits. Details related to the design, cost, and timing of completion of required improvements will be fleshed-out through review of the final plat and development of the subdivision improvement agreement (SIA).

The impact of increased impervious surface on the site regarding stormwater drainage, as expressed during public comment at the Planning Commission hearing on April 20, 2022, will be mitigated with drainage facilities that will be constructed and maintained by the developer. Specifically, the Highland Ditch Company has raised issues regarding drainage to the adjacent Foster Lake reservoir and is working with Applicant to address these issues through drainage improvements per the final drainage report to be presented with the final plat application for the Property.

- 6) *There is a need or desirability within the community for the applicant's development and the development will help achieve a balance of land use and/or housing types within the Town of Mead.*

The Waterfront development would add diversity to the Town's housing stock and provide for greater variety of housing options, with a range of single-family detached and attached housing products. This diversity of housing types will provide options for residents of all ages and stages of life to live in Mead. The proposed development will benefit the Town's economic base by providing new residents and potential customers for Mead's businesses. The diverse housing stock, created by the development, will also provide opportunities for employees of Mead's businesses to live close to their workplace. The abundance of open space will provide nearby access to recreation opportunities for residents, and the well-designed trail and sidewalk network will accommodate pedestrians, bicyclists, and other non-motorized modes of travel.

FINANCIAL CONSIDERATIONS

The Waterfront development will create infrastructure (water, sewer, utilities, roads, drainage, parks, open space, etc.) that will expand and improve upon the existing infrastructure in Mead. The Town will also collect impact fees and taxes from the new homes. This revenue will help to fund other capital construction projects, including roads, drainage, parks, trails, and open space, which will expand upon and improve the quality of life for existing residents and business owners. Total impact fees are anticipated to be approximately \$5,427,862 for the first phase of development.

Other Legal Considerations:

The Application complies with the applicable noticing requirements set forth in Sec. 16-4-60 of the Code. Specifically, notice of the Board of Trustees public hearing was published in the *Longmont Times-Call* newspaper, mailed to all property owners within 1000 feet of the Property, and signs were posted on the Property, all no less than fifteen (15) days prior to the May 9, 2022 public hearing. In accordance with the Colorado Revised Statutes (C.R.S. 24-65.5-103 et. seq.), notice was provided via certified mail to all mineral estate owners no less than thirty (30) days prior to the Planning Commission public hearing held on April 20, 2022.

Alternatives/Options:

With respect to the proposed Preliminary Plat the Board of Trustees may approve, conditionally approve, or deny the Preliminary Plat.

STAFF RECOMMENDATION

After reviewing the Application, the Town's staff and consultants find the Preliminary Plat to be in compliance with the Code and the Comprehensive Plan. Therefore, staff recommends that the Board of Trustees approve the proposed Preliminary Plat subject to the following conditions of approval:

- (1) The Applicant shall resolve and correct any technical issues as directed by Town staff prior to signature of Town officials on the Preliminary Plat; and
- (2) The Applicant shall pay all fees and costs incurred by the Town and its consultants in reviewing and processing the Preliminary Plat application.

These conditions are set forth in Section 1 of the Resolution. A recommended motion follows below.

Recommended motion:

"I MOVE TO APPROVE RESOLUTION NO. 38-R-2022, A RESOLUTION CONDITIONALLY APPROVING THE WATERFRONT FILING NO. 1 PRELIMINARY PLAT, BASED ON A FINDING THAT THE PRELIMINARY PLAT REVIEW CRITERIA AS SET FORTH IN SECTION 16-4-60 OF THE *MEAD MUNICIPAL CODE* HAVE BEEN SATISFIED, AS DETAILED IN THE AGENDA ITEM SUMMARY REPORT PREPARED FOR THE MAY 9, 2022 BOARD OF TRUSTEES MEETING."

ATTACHMENTS

Resolution No. 38-R-2022, conditionally approving the Preliminary Plat

Exhibit 1 - Waterfront Filing No. 1 Preliminary Plat

Planning Commission Resolution No. 03-PC-2022 (*exhibits not included*), recommending approval of the Preliminary Plat to the Board of Trustees with standard conditions

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 38-R-2022**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, CONDITIONALLY
APPROVING THE WATERFRONT FILING NO. 1 PRELIMINARY PLAT**

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

WHEREAS, Bryan Horan and Ventana Capital (together, the “Applicant”), have submitted an application for the Waterfront Filing No. 1 Preliminary Plat (the “Preliminary Plat”) for the 586.07-acre property, known as the Waterfront Property, generally located west of I-25, north of the St. Vrain River, east of Third Street (CR 7), and south of State Highway 66, in the Town of Mead, County of Weld, State of Colorado, as more particularly described in the Preliminary Plat (the “Property”); and

WHEREAS, a copy of the Preliminary Plat is attached to this Resolution as **EXHIBIT 1** and is incorporated herein by reference; and

WHEREAS, the Applicant is the authorized representative of the current Property owner of record, Tharaldson Ethanol Plant I, L.L.C., a Nevada limited liability company (the “Owner”); and

WHEREAS, the Preliminary Plat proposes to subdivide the northernmost 166.80 acres of the Property (Filing No. 1) into 182 small lots, in accordance with the Residential Multi-Family (RMF-8) with Planned Unit Development (PUD) underlying zoning, and 209 large lots, in accordance with the Residential Single Family (RSF-4) with PUD underlying zoning; and

WHEREAS, the Preliminary Plat anticipates that the remaining 419 acres of the Property (Tract I) will be replatted at a later date; and

WHEREAS, following the conclusion of a public hearing, held on April 20, 2022, the Planning Commission recommended approval of the Preliminary Plat to the Board of Trustees, subject to standard conditions; and

WHEREAS, the Planning Commission’s recommendation is memorialized in Resolution No. 03-PC-2022, a copy of which has been provided to the Board of Trustees; and

WHEREAS, in accordance with Section 16-4-60 of the MMC, the Board of Trustees held a duly noticed public hearing on May 9, 2022, to consider the Preliminary Plat; and

WHEREAS, the administrative record for this case includes, but is not limited to, the Annexation Agreement for the Property, the Town of Mead Land Use Code, the Town of Mead Comprehensive Plan, all other applicable ordinances, resolutions and regulations, the staff files and reports of the Community Development Director and Town Engineer for this case, any and all submittals by the Applicant, and the digital recordings and minutes of both the Planning Commission and Board of Trustees meetings at which this application was considered; and

WHEREAS, the Board of Trustees has reviewed the proposed Preliminary Plat and has determined that the Preliminary Plat meets all applicable requirements of the Town of Mead Land Use Code and MMC and that the review criteria set forth in Section 16-4-60 of the MMC have been satisfied; and

WHEREAS, the Board of Trustees has further determined that approval of the Preliminary Plat will advance the public health, safety, convenience, and general welfare of the residents of the Town, subject to the conditions of approval as hereinafter set forth.

THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Mead, Colorado, as follows:

Section 1. That the Waterfront Filing No. 1 Preliminary Plat be approved subject to the following conditions of approval:

- a. The Applicant shall resolve and correct any technical issues as directed by Town staff prior to signature of Town officials on the Preliminary Plat; and
- b. The Applicant shall pay all fees and costs incurred by the Town and its consultants in reviewing and processing the Preliminary Plat application.

Section 2. Subject to review and approval of the Preliminary Plat mylar by the Director and the Town Attorney, the Mayor and other Town officials, as applicable, are hereby authorized to sign the Preliminary Plat mylar pursuant to the terms contained herein.

Section 3. Approval of the Preliminary Plat shall be deemed effective upon signing by the Applicant and Town officials in conformance herewith. The Preliminary Plat shall not be recorded in the Weld County real property records. In accordance with Section 16-4-60 of the MMC, the Preliminary Plat shall be valid for one (1) year and shall automatically expire thereafter. If a final plat is not submitted within one (1) year or within such extended time as may be granted by the Board of Trustees, a new preliminary plat must be submitted and processed in accordance with applicable provisions of the Land Use Code.

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

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

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

INTRODUCED, READ, PASSED AND ADOPTED THIS 9TH DAY OF MAY, 2022.

ATTEST:

TOWN OF MEAD

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

By: _____
Colleen G. Whitlow, Mayor

EXHIBIT 1
Waterfront Filing No. 1 Preliminary Plat
(attached)

WATERFRONT FILING NO. 1

PRELIMINARY PLAT LOCATED IN THE SOUTH HALF OF SECTION 27 AND SECTION 34, TOWNSHIP 3 NORTH, AND THE NORTH HALF OF SECTION 3, TOWNSHIP 2 NORTH, ALL OF RANGE 68 WEST 6TH P.M. TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO CONTAINING 586.072 ACRES±

CERTIFICATE OF OWNERSHIP

THE UNDERSIGNED IS THE OWNER OF CERTAIN LANDS IN MEAD, COLORADO, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 27 AND SECTION 34, TOWNSHIP 3 NORTH, AND THE NORTH HALF OF SECTION 3, TOWNSHIP 2 NORTH, ALL OF RANGE 68 WEST 6TH P.M. COUNTY OF WELD, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS:

BEARINGS ARE BASED ON THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 27, BEING CONSIDERED TO BEAR NORTH 89°04'52" EAST, A DISTANCE OF 5245.30 FEET BETWEEN THE FOLLOWING DESCRIBED MONUMENTS:

–THE EAST QUARTER CORNER OF SECTION 27 BEING A FOUND 3.25" ALUMINUM CAP PLS 29420 FLUSH MATCHING MONUMENT RECORD FILED 7/27/09.

–THE WEST QUARTER CORNER OF SECTION 27 BEING A FOUND 2.5" ALUMINUM CAP PLS 30462 IN RANGE BOX MATCHING MONUMENT RECORD FILED 7/31/17.

COMMENCING AT SAID EAST QUARTER CORNER SECTION 27;

THENCE ALONG SAID NORTH LINE OF THE SOUTH HALF OF SECTION 27 SOUTH 89°04'52" WEST, A DISTANCE OF 350.06 FEET TO THE WESTERLY LINE OF I–25/WCR 26 ANNEXATION, RECEPTION NO. 3461763 AND THE POINT OF BEGINNING;

THENCE ALONG SAID WESTERLY LINE AND LINE EXTENDED THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES;

1. THENCE SOUTH 00°06'20" WEST, A DISTANCE OF 2,577.69 FEET;

2. THENCE SOUTH 85°58'51" WEST, A DISTANCE OF 456.96 FEET;

3. THENCE SOUTH 89°07'02" WEST, A DISTANCE OF 214.68 FEET;

4. THENCE SOUTH 00°52'58" EAST, A DISTANCE OF 30.00 FEET;

5. THENCE NORTH 89°07'02" EAST, A DISTANCE OF 214.60 FEET;

6. THENCE SOUTH 00°56'50" EAST, A DISTANCE OF 75.00 FEET;

7. THENCE SOUTH 85°51'34" EAST, A DISTANCE OF 456.80 FEET;

8. THENCE SOUTH 00°56'51" EAST, A DISTANCE OF 2,857.96 FEET;

9. THENCE SOUTH 13°55'37" EAST, A DISTANCE OF 289.42 FEET;

10. THENCE SOUTH 00°56'54" EAST, A DISTANCE OF 1025.00 FEET;

11. THENCE SOUTH 07°07'46" EAST, A DISTANCE OF 325.06 FEET;

12. THENCE SOUTH 01°01'13" EAST, A DISTANCE OF 376.33 FEET;

13. THENCE ALONG A NON–TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 22,668.30 FEET, A CENTRAL ANGLE OF 00°18'04", WHOSE CHORD BEARS SOUTH 00°43'16" EAST A DISTANCE OF 119.08 FEET, FOR AN ARC DISTANCE OF 119.08 FEET;

14. THENCE SOUTH 88°58'51" WEST, A DISTANCE OF 65.66 FEET;

15. THENCE NORTH 65°06'08" WEST, A DISTANCE OF 69.29 FEET;

16. THENCE SOUTH 00°02'55" EAST, A DISTANCE OF 330.71 FEET TO THE NORTHERLY LINE OF SAINT VRAIN STATE PARK PARCEL AS DESCRIBED AT RECEPTION NO. 2265474;

THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES;

1. THENCE SOUTH 89°47'59" WEST, A DISTANCE OF 568.77 FEET;

2. THENCE SOUTH 50°06'59" WEST, A DISTANCE OF 440.00 FEET;

3. THENCE SOUTH 73°04'26" WEST, A DISTANCE OF 1,383.42 FEET;

THENCE ALONG THE NORTHERLY LINE OF SAINT VRAIN STATE PARK PARCEL AS DESCRIBED AT RECEPTION NO. 2945897 SOUTH 20°26'43" WEST, A DISTANCE OF 50.97 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3;

THENCE ALONG SAID EAST LINE NORTH 00°17'07" EAST, A DISTANCE OF 719.35 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 3;

THENCE ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER NORTH 89°54'46" WEST, A DISTANCE OF 520.40 FEET;

THENCE NORTH 28°21'05" WEST, A DISTANCE OF 737.50 FEET;

THENCE NORTH 01°03'46" WEST, A DISTANCE OF 2,032.85 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34;

THENCE ALONG SAID NORTH LINE OF THE SOUTHWEST QUARTER NORTH 89°07'19" EAST, A DISTANCE OF 817.22 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 34;

THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 34 NORTH 00°34'58" WEST, A DISTANCE OF 1,333.53 FEET;

THENCE SOUTH 89°26'05" WEST, A DISTANCE OF 2,539.96 FEET TO A POINT LYING 30.00 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER;

THENCE 30.00 FEET EASTERLY OF AND PARALLEL TO THE WEST LINE OF SAID NORTHWEST QUARTER NORTH 00°24'49" WEST, A DISTANCE OF 1,311.39 FEET;

THENCE 30.00 FEET EASTERLY OF AND PARALLEL TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27 NORTH 00°22'24" WEST, A DISTANCE OF 2,654.36 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER;

THENCE ALONG SAID NORTH LINE NORTH 89°04'52" EAST, A DISTANCE OF 1,354.33 FEET TO THAT PARCEL DESCRIBED IN BOOK 163 AT PAGE 435;

THENCE ALONG SAID PARCEL THE FOLLOWING NINE (9) COURSES AND DISTANCES;

1. THENCE SOUTH 06°51'07" WEST, A DISTANCE OF 267.00 FEET;

2. THENCE SOUTH 30°38'53" EAST, A DISTANCE OF 445.00 FEET;

3. THENCE SOUTH 42°21'07" WEST, A DISTANCE OF 219.00 FEET;

4. THENCE SOUTH 23°06'07" WEST, A DISTANCE OF 660.00 FEET;

5. THENCE SOUTH 24°53'53" EAST, A DISTANCE OF 700.00 FEET;

6. THENCE NORTH 88°51'07" EAST, A DISTANCE OF 454.00 FEET;

7. THENCE SOUTH 60°53'53" EAST, A DISTANCE OF 385.00 FEET;

8. THENCE NORTH 86°21'07" EAST, A DISTANCE OF 178.52 FEET;

9. THENCE SOUTH 75°00'00" EAST, A DISTANCE OF 155.20 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 27 BEING ALSO A POINT ALONG THE BOUNDARY OF THAT PARCEL DESCRIBED AT RECEPTION NO. 2009954;

CERTIFICATE OF OWNERSHIP (CONTINUED)

THENCE ALONG SAID PARCEL THE FOLLOWING TWELVE (12) COURSES AND DISTANCES;

1. THENCE BEING ALSO ALONG SAID EAST LINE OF THE SOUTHWEST QUARTER SOUTH 00°23'45" WEST, A DISTANCE OF 89.28 FEET;

2. THENCE SOUTH 85°38'17" EAST, A DISTANCE OF 582.81 FEET;

3. THENCE NORTH 65°31'22" EAST, A DISTANCE OF 315.60 FEET;

4. THENCE NORTH 52°04'24" EAST, A DISTANCE OF 339.15 FEET;

5. THENCE NORTH 50°39'42" EAST, A DISTANCE OF 213.85 FEET;

6. THENCE NORTH 21°19'16" EAST, A DISTANCE OF 257.83 FEET;

7. THENCE NORTH 00°31'12" WEST, A DISTANCE OF 298.26 FEET;

8. THENCE NORTH 14°21'24" WEST, A DISTANCE OF 244.37 FEET;

9. THENCE NORTH 12°34'51" WEST, A DISTANCE OF 588.61 FEET;

10. THENCE NORTH 43°15'27" EAST, A DISTANCE OF 134.45 FEET;

11. THENCE NORTH 51°34'02" EAST, A DISTANCE OF 332.64 FEET;

12. THENCE NORTH 41°59'02" EAST, A DISTANCE OF 419.69 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 27;

THENCE ALONG SAID NORTH LINE NORTH 89°04'52" EAST, A DISTANCE OF 472.60 FEET TO THE POINT OF BEGINNING.

CONTAINING 25,749,746 SQUARE FEET OR 591.133 ACRES, MORE OR LESS.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 3 NORTH, RANGE 68 WEST 6TH P.M. COUNTY OF WELD, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 34;

THENCE ALONG THE WEST LINE OF SAID NORTHEAST QUARTER SOUTH 00°34'58" EAST, A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF RECORDED EXEMPTION NO. 1207–34–1 RE–4683 RECEPTION NO. 3567466 AND THE POINT OF BEGINNING;

THENCE ALONG SAID EXEMPTION THE FOLLOWING FOUR (4) COURSES AND DISTANCES;

1. THENCE 30.00 FEET SOUTHERLY OF AND PARALLEL TO THE NORTH LINE OF SAID NORTHEAST QUARTER NORTH 89°07'18" EAST, A DISTANCE OF 765.40 FEET;

2. THENCE SOUTH 02°06'23" WEST, A DISTANCE OF 310.68 FEET;

3. THENCE NORTH 87°52'50" WEST, A DISTANCE OF 751.65 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER;

4. THENCE ALONG SAID WEST LINE NORTH 00°34'58" WEST, A DISTANCE OF 270.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 220,452 SQUARE FEET OR 5.061 ACRES, MORE OR LESS.

YIELDING A COMBINED NET 25,529,294 SQUARE FEET OR 586.072 ACRES, MORE OR LESS

THUS DESCRIBED PRELIMINARY PLAT CONTAINS 586.072 ACRES MORE OR LESS, TOGETHER WITH AND SUBJECT TO ALL EASEMENTS AND RIGHTS–OF–WAY EXISTING AND/OR OF PUBLIC RECORD.

AND DOES HEREBY LAY OUT AND ESTABLISH THIS PRELIMINARY PLAT OF THE ABOVE–DESCRIBED LAND UNDER THE NAME AND STYLE OF WATERFRONT FILING NO. 1, SHOWING, AS APPLICABLE, THE PROPOSED LOTS, BLOCKS, TRACTS, STREETS, ALLEYS, PARKS, OPEN SPACE AND UTILITY AND OTHER EASEMENTS; AND FURTHER ACKNOWLEDGE(S) THAT: A) ALL CONDITIONS, TERMS AND SPECIFICATIONS DESIGNATED OR DESCRIBED HEREIN SHALL BE BINDING ON THE OWNER(S) AND THE HEIRS, SUCCESSORS AND ASSIGNS OF THE OWNER(S); AND B) THE SIGNATURE HEREON OF ANY REPRESENTATIVE OF A PARTNERSHIP, LIMITED LIABILITY COMPANY, OR CORPORATE ENTITY, AS APPLICABLE, INDICATES THAT ALL REQUIRED APPROVALS HAVE BEEN OBTAINED.

THARALDSON ETHANOL PLANT I, LLC, A NEVADA LIMITED LIABILITY COMPANY

DARWIN HORAN, AUTHORIZED SIGNER

NOTARY

STATE OF _____ }
COUNTY OF _____ }SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____, BY _____

WITNESS MY HAND AND SEAL _____

MY COMMISSION EXPIRES _____

GENERAL NOTES

- 1.) THE LINEAL UNITS USED ON THIS PLAT ARE U.S. SURVEY FEET. ALL BEARINGS SHOWN HEREON ARE IN DEGREES–MINUTES–SECONDS.
- 2.) ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT, LAND SURVEY BOUNDARY MONUMENT, OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18–4–508, C.R.S.
- 3.) NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.
- 4.) HERITAGE TITLE COMPANY, INC. COMMITMENT NUMBER 450–H0544061–023–CN4, AMENDMENT NO. 6, EFFECTIVE DATE FEBRUARY 25, 2022, WAS ENTIRELY RELIED UPON FOR RECORDED RIGHTS–OF–WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY.
- 5.) RICK ENGINEERING COMPANY HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, RECORDED/UNRECORDED, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
- 6.) ACCORDING TO THE FIRM FLOOD INSURANCE RATE MAP #08123C1880E & #08123C1890E, BOTH WITH AN EFFECTIVE DATE JANUARY 20, 2016 FOR WELD COUNTY, COLORADO, AND INCORPORATED AREAS PORTIONS OF THIS PARCEL LIE WITHIN ZONE A, SPECIAL FLOOD HAZARD AREAS. ZONE A BEING NO BASE FLOOD ELEVATIONS DETERMINED, SPECIAL FLOOD HAZARD AREA; THE 1% ANNUAL CHANCE FLOOD (100–YEAR FLOOD), ALSO KNOWN AS THE BASE FLOOD, IS THE FLOOD THAT HAS A 1% CHANCE OF BEING EQUALED OR EXCEEDED IN ANY GIVEN YEAR. THE SPECIAL FLOOD HAZARD IS THE AREA SUBJECT TO FLOODING BY THE 1% ANNUAL CHANCE FLOOD. AREAS OF SPECIAL FLOOD HAZARD INCLUDE ZONE A (AMONGST OTHERS). THE BASE FLOOD ELEVATION IS THE WATER–SURFACE ELEVATION OF THE 1% ANNUAL CHANCE FLOOD.
- 7.) NOT ALL LOTS DEPICTED IN THIS PRELIMINARY PLAT ARE IN COMPLIANCE WITH THE 150' OIL AND GAS SETBACK REQUIREMENT OF SECTION 16–3–50(19) OF THE MUNICIPAL CODE. SUCH LOTS WILL NOT BE BUILDABLE UNTIL OIL AND GAS OPERATIONS ARE ABANDONED IN CONFORMANCE WITH STATE REQUIREMENTS.
- 8.) NO SURVEY MONUMENTS ARE SET BY THIS DOCUMENT. IT IS PRELIMINARY IN NATURE, SUBJECT TO CHANGE AND NOT A MONUMENTED LAND SURVEY AS DEFINED IN 38–51–106

PLANNING COMMISSION CERTIFICATE

RECOMMENDED BY THE MEAD PLANNING COMMISSION FOR APPROVAL THIS _____ DAY OF _____, 20____.

CHAIRMAN _____

SECRETARY _____

CERTIFICATE OF APPROVAL BY THE BOARD OF TRUSTEES

THE PRELIMINARY PLAT SHOWN HEREON IS APPROVED AND ACCEPTED BY RESOLUTION NO. _____, PASSED AND ADOPTED AT THE REGULAR MEETING OF THE BOARD OF TRUSTEES OF MEAD, COLORADO, HELD ON _____, 20____.

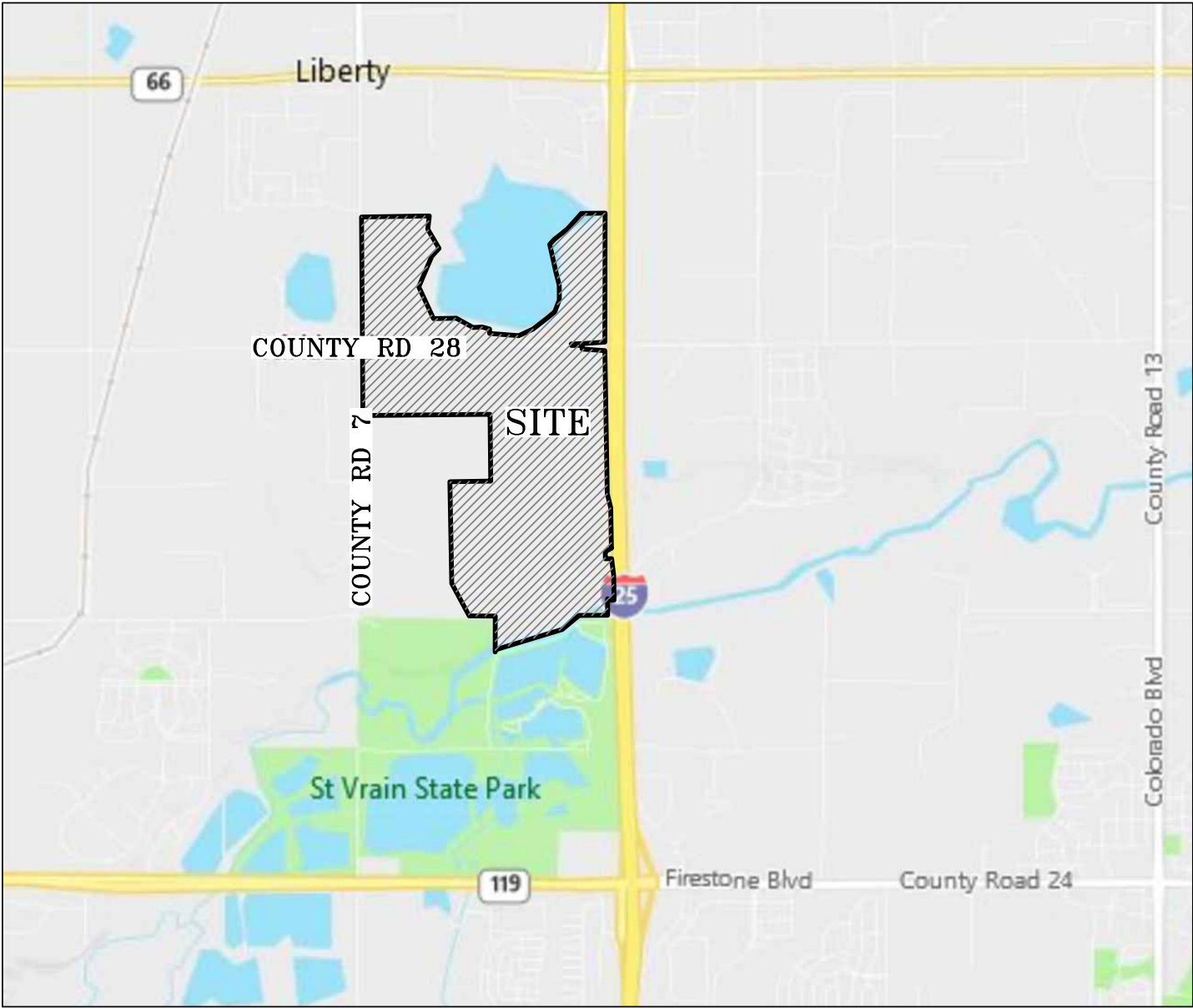
THE APPROVAL OF THE PRELIMINARY PLAT SHALL BE EFFECTIVE FOR ONE (1) YEAR FROM THE DATE OF APPROVAL, SAID APPROVAL BECOMING NULL AND VOID IF A FINAL PLAT APPLICATION IS NOT SUBMITTED TO THE TOWN WITHIN SAID TIME LIMIT OR ANY EXTENSION GRANTED BY THE BOARD OF TRUSTEES. APPROVAL OF THE PRELIMINARY PLAT DOES NOT RESULT IN THE VESTING OF PROPERTY RIGHTS UNDER TITLE 24, ARTICLE 68, C.R.S., AS AMENDED.

MAYOR _____

ATTEST: _____

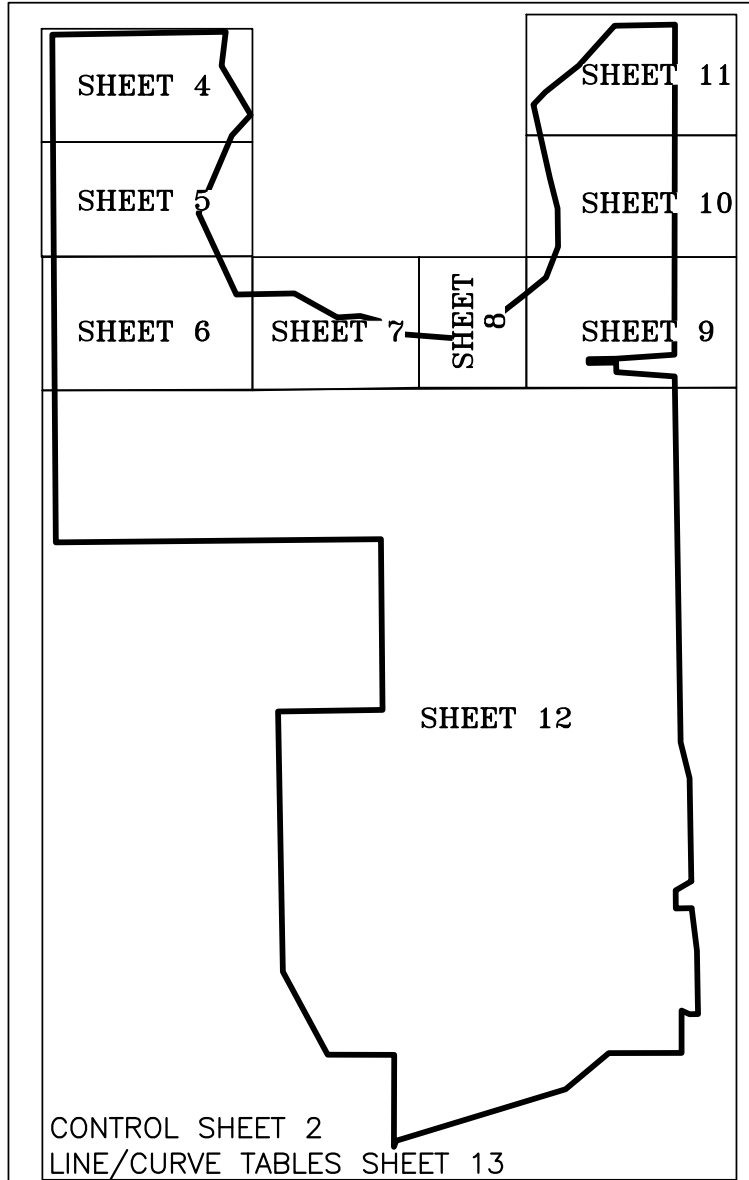
TOWN CLERK _____

LAND USE TABLE	
LAND USE	AREA (AC)
ROW	32.29
LOTS	
SMALL LOTS (182)	19.66
LARGE LOTS (209)	38.89
TOTAL LOT AREA	58.55
OPEN SPACE	
REQUIRED OPEN SPACE = 20% TOTAL ACREAGE	33.36
PARKS (OFFICIALLY CREDITED)	17.65
OPEN SPACE (OFFICIALLY CREDITED)	53.09
DRAINAGE BASINS (50% CREDITED)	2.61
TOTAL CREDITED OPEN SPACE	73.35
DRAINAGE BASINS (50% UNCREDITED)	2.61
UNCREDITED OPEN SPACE	2.61
TOTAL OPEN SPACE (CREDITED AND NON-CREDITED)	75.96
TOTAL FILING 1 AREA	166.80
FUTURE DEVELOPMENT	419.27
TOTAL SITE AREA (FILING 1 & FUTURE DEVELOPMENT)	586.07



VICINITY MAP
NOT TO SCALE

SHEET INDEX



SURVEYOR'S CERTIFICATE

I ROBERT J. HENNESSY, A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE PRELIMINARY PLAT SHOWN HEREON IS A CORRECT DELINEATION OF THE ABOVE DESCRIBED PARCEL OF LAND.

I FURTHER CERTIFY THAT THIS PRELIMINARY PLAT (AND LEGAL DESCRIPTION) WERE MADE BY ME OR DIRECTLY UNDER MY SUPERVISION ON OR ABOUT THE 3RD DAY OF JANUARY, 2019 AND IN ACCORD WITH APPLICABLE STATE OF COLORADO REQUIREMENTS AND THAT THIS PRELIMINARY PLAT IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED,

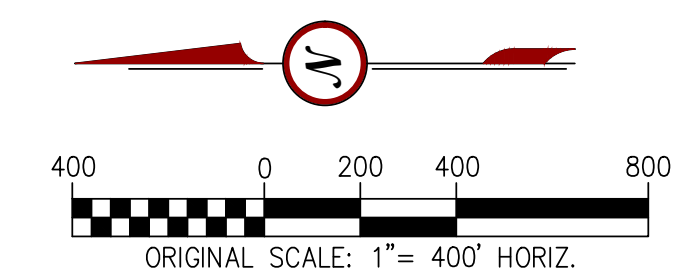
ROBERT J. HENNESSY, P.L.S. 34580, LICENSED COLORADO LAND SURVEYOR
FOR AND ON BEHALF OF RICK ENGINEERING COMPANY

TRACT USE TABLE

PARCEL	PURPOSE	OWNERSHIP/MAINTAINANCE	ACREAGE±
TRACT A	OPEN SPACE, DRAINAGE, PUBLIC ACCESS, UTILITY	HOA/METRO DISTRICT	15.615
TRACT B	OPEN SPACE, DRAINAGE, PUBLIC ACCESS, UTILITY	HOA/METRO DISTRICT	20.680
TRACT C	PARK, DRAINAGE, PUBLIC ACCESS, UTILITY	HOA/METRO DISTRICT	13.214
TRACT D	OPEN SPACE, DRAINAGE, PUBLIC ACCESS, UTILITY	HOA/METRO DISTRICT	7.312
TRACT E	OPEN SPACE, DRAINAGE, PUBLIC ACCESS, UTILITY	HOA/METRO DISTRICT	10.485
TRACT F	OPEN SPACE, DRAINAGE, PUBLIC ACCESS, UTILITY	HOA/METRO DISTRICT	0.793
TRACT G	OPEN SPACE, DRAINAGE, PUBLIC ACCESS, UTILITY	HOA/METRO DISTRICT	0.500
TRACT H	OPEN SPACE, DRAINAGE, PUBLIC ACCESS, UTILITY	HOA/METRO DISTRICT	3.312
TRACT I	FUTURE DEVELOPMENT	HOA/METRO DISTRICT	418.999
TRACT J	PARK, DRAINAGE, PUBLIC ACCESS, UTILITY	HOA/METRO DISTRICT	4.432
TRACT K	OPEN SPACE, DRAINAGE, PUBLIC ACCESS, UTILITY	HOA/METRO DISTRICT	0.110



SHEET 2 OF 13



WATERFRONT FILING NO. 1

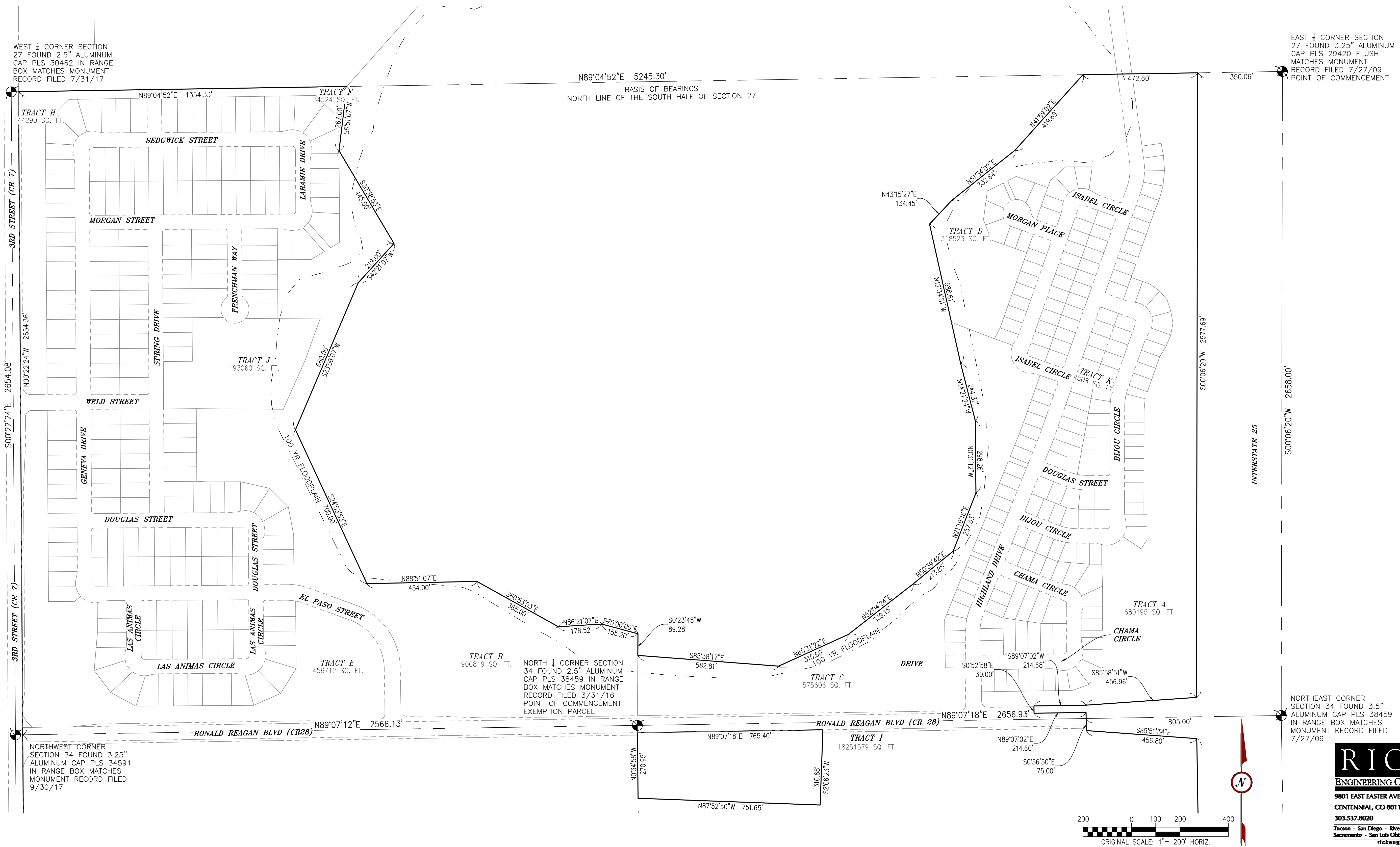
PRELIMINARY PLAT

LOCATED IN THE SOUTH HALF OF SECTION 27 AND SECTION 34, TOWNSHIP 3 NORTH, AND THE NORTH HALF OF SECTION 3, TOWNSHIP 2 NORTH, ALL OF RANGE 68 WEST 6TH P.M.

TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO

CONTAINING 586.072 ACRES±

SHEET 3 OF 13



WATERFRONT FILING NO. 1

PRELIMINARY PLAT

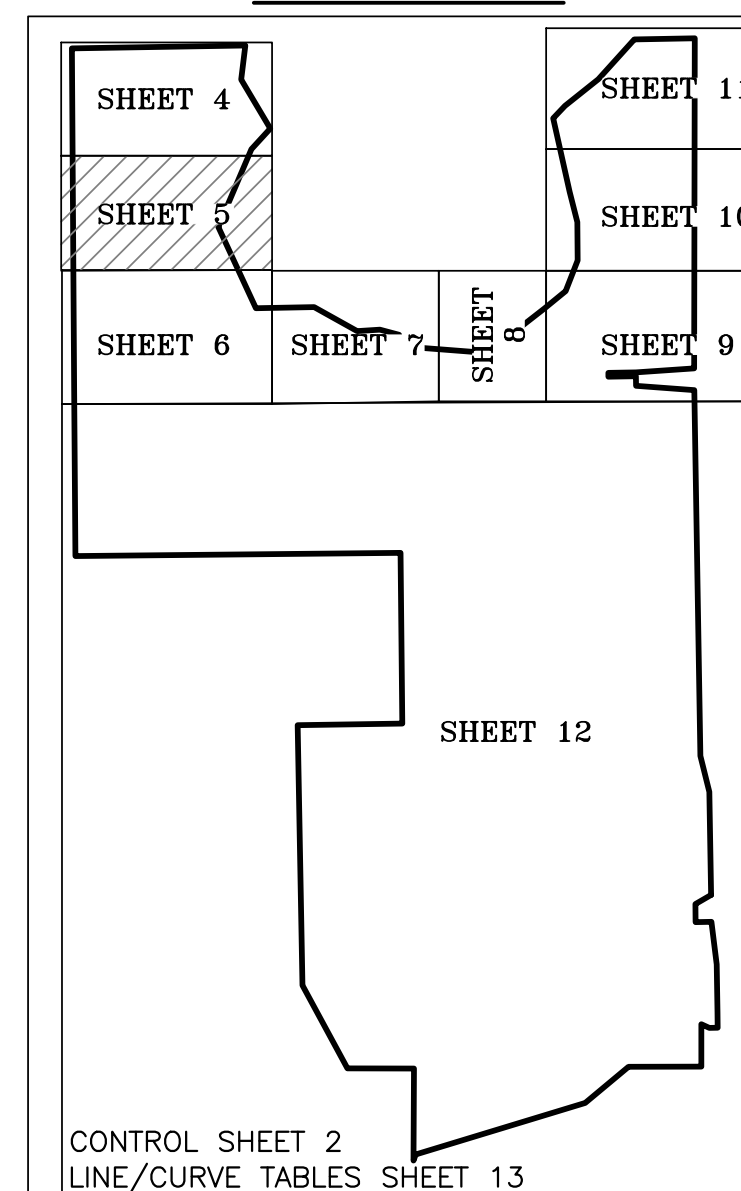
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TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO
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SHEET 5 OF 13

SEE SHEET 4



SHEET INDEX



LEGEND

-  FOUND ALIQUOT CORNER (AS DESCRIBED ON SHEET 2)
-  #5x18" REBAR AND 1.5" YELLOW PLASTIC CAP PLS 34580 TO BE SET WITH FINAL PLAT.
-  FOUND MONUMENT AS DESCRIBED
-  ^{AC} FOUND ALUMINUM CAP AS DESCRIBED
-  FOUND PIN & CAP AS DESCRIBED
-  # BLOCK NUMBER

SECTION LINE

BOUNDARY LINE

RIGHT-OF-WAY

LOT LINE

EXISTING EASEME

EMENT BY FINAL

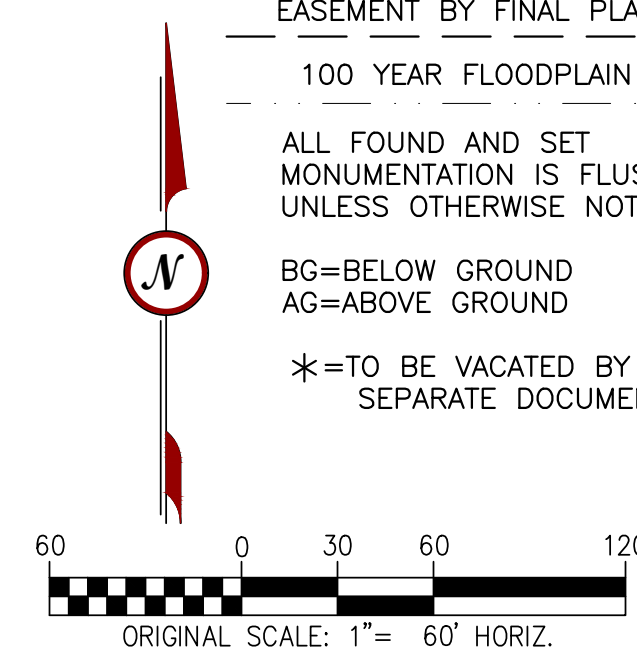
100 YEAR FLOODDF

ALL FOUND AND SET
MONUMENTATION IS FLUSH
UNLESS OTHERWISE NOTED.

BG=BELOW GROUND
AG=ABOVE GROUND

*=TO BE VACATED BY
SEPARATE DOCUMENT

SCALE: 1"= 60' HORIZ.



LOT NOT IN COMPLIANCE WITH TOWN OF MEAD
150' MINIMUM LOT SETBACK REQUIREMENTS TO
LIVE OIL AND GAS WELLS. A BUILDING PERMIT
SHALL NOT BE ISSUED FOR THE LOT UNTIL
THE EXISTING WELLS HAVE BEEN PLUGGED
AND ABANDONED.

LOT ENCUMBERED BY TOWN OF MEAD 200' MINIMUM BUILDING SETBACK REQUIREMENTS TO LIVE OIL AND GAS WELLS. A BUILDING PERMIT SHALL NOT BE ISSUED FOR THE LOT WITHOUT EVIDENCE THAT THE OCCUPIED STRUCTURE IS OUTSIDE THE 200' SETBACK OR THE EXISTING WELLS HAVE BEEN PLUGGED AND ABANDONED.

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WATERFRONT FILING NO. 1

PRELIMINARY PLAT

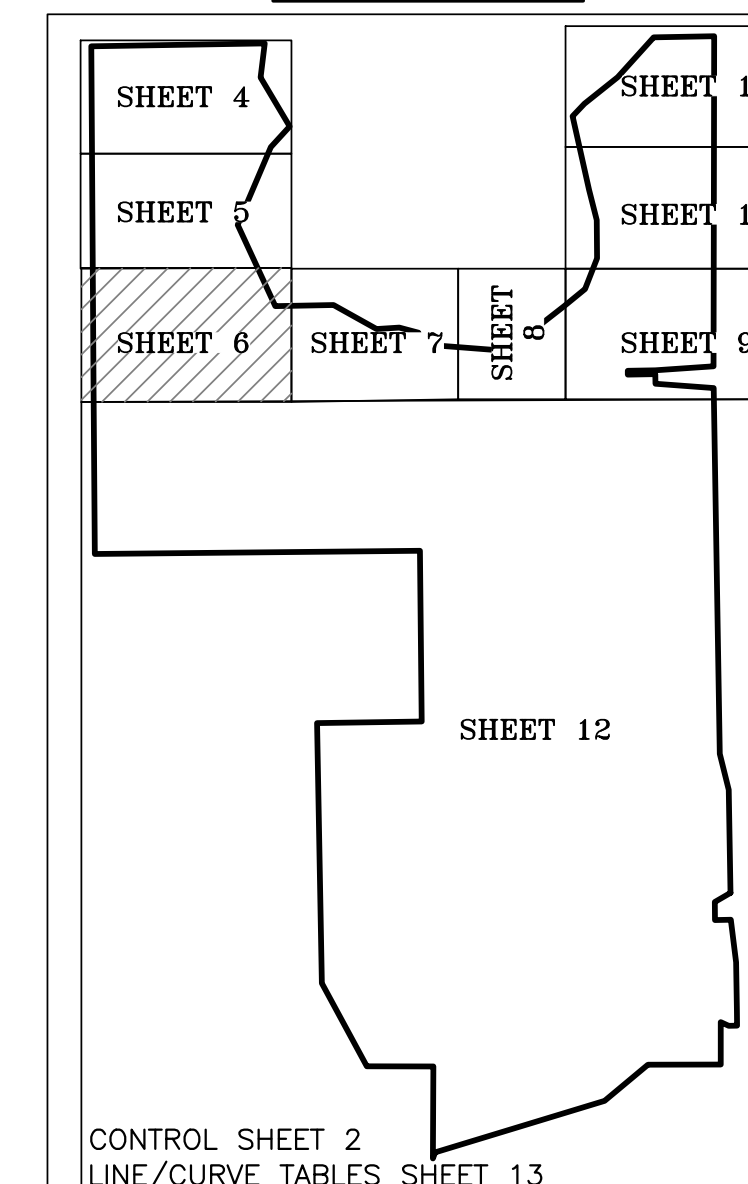
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SHEET 6 OF 13

SEE SHEET 5

SHEET INDEX



SEE SHEET 7

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60 0 30 60 120
ORIGINAL SCALE: 1" = 60' HORIZ.

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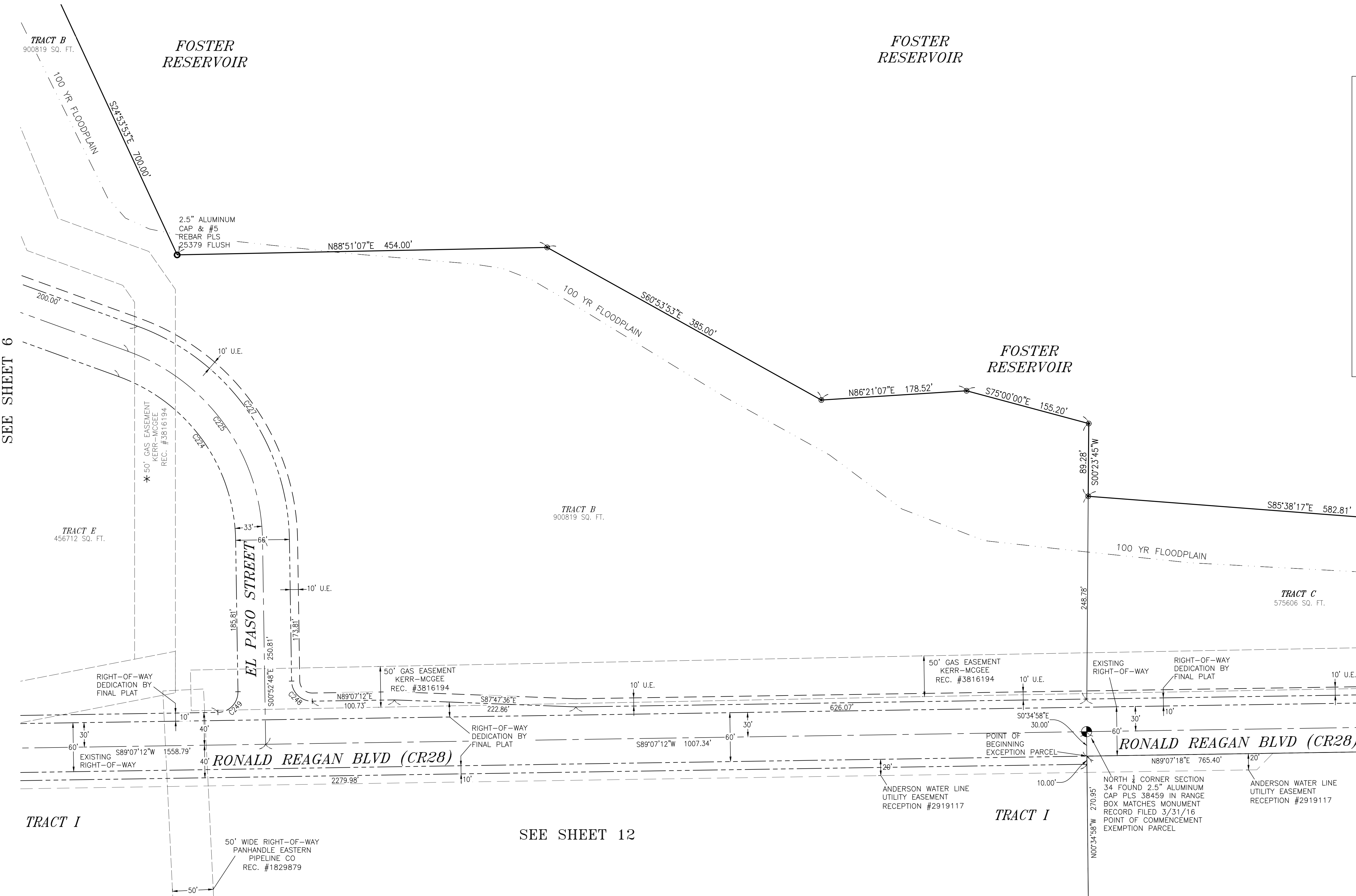
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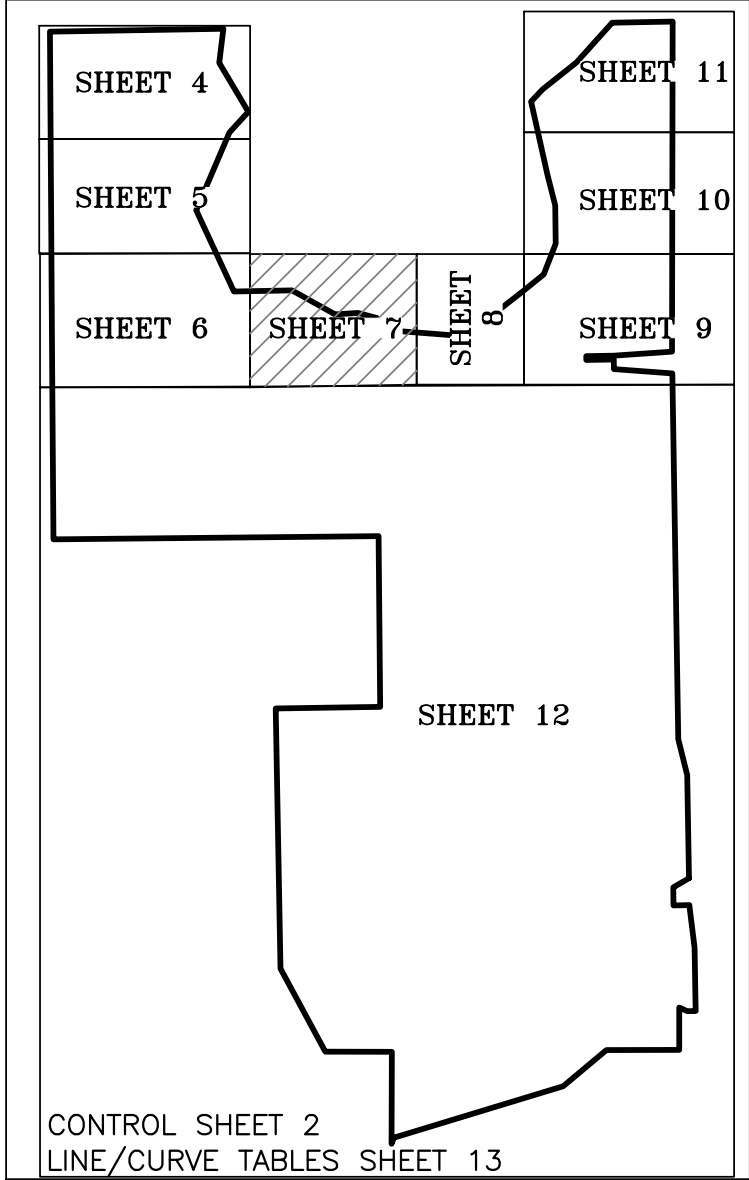
TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO

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SHEET 7 OF 13

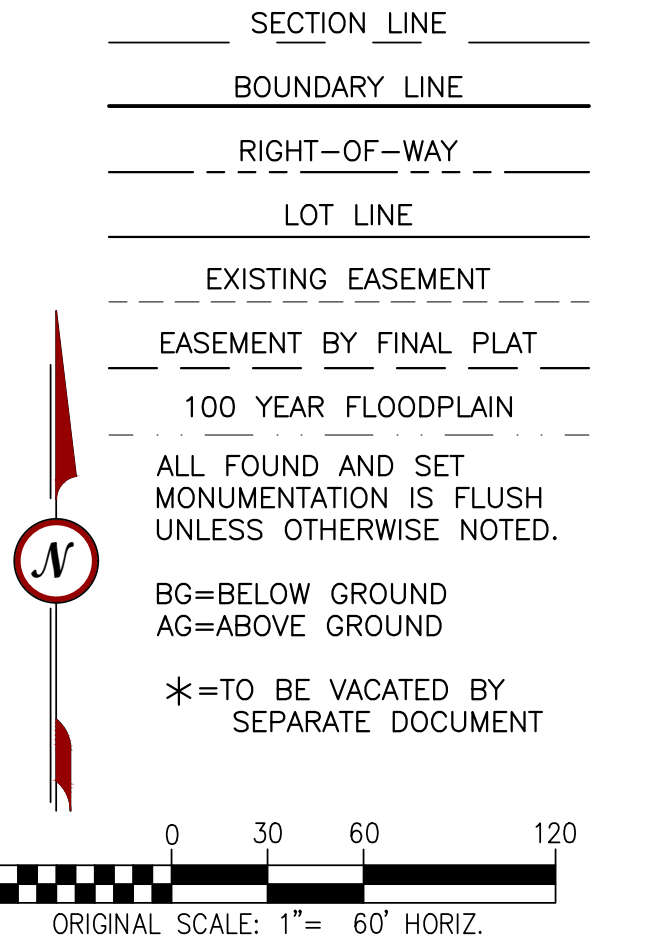


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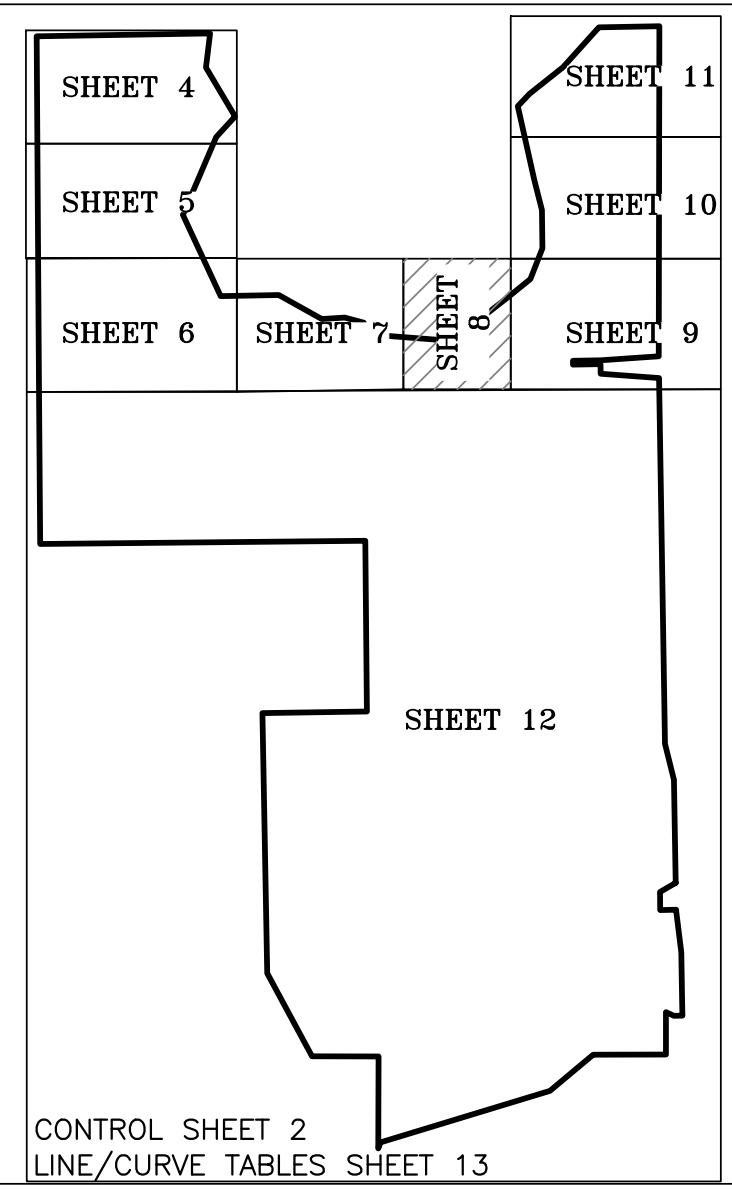
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SHEET 8 OF 13

FOSTER
RESERVOIR

FOSTER
RESERVOIR

SHEET INDEX



SEE SHEET 9

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0 30 60 120
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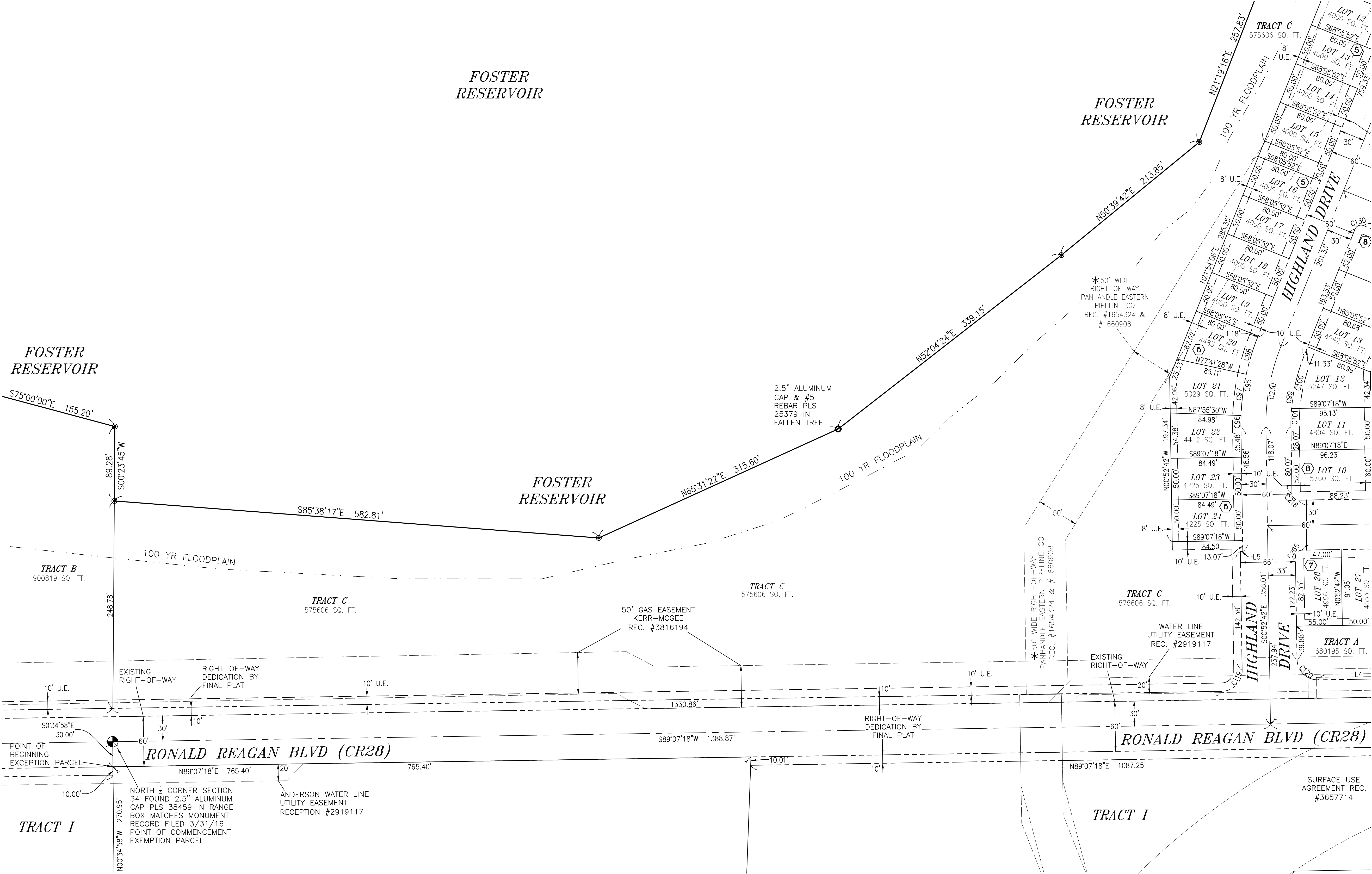
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SEE SHEET 7

SEE SHEET 12



WATERFRONT FILING NO. 1

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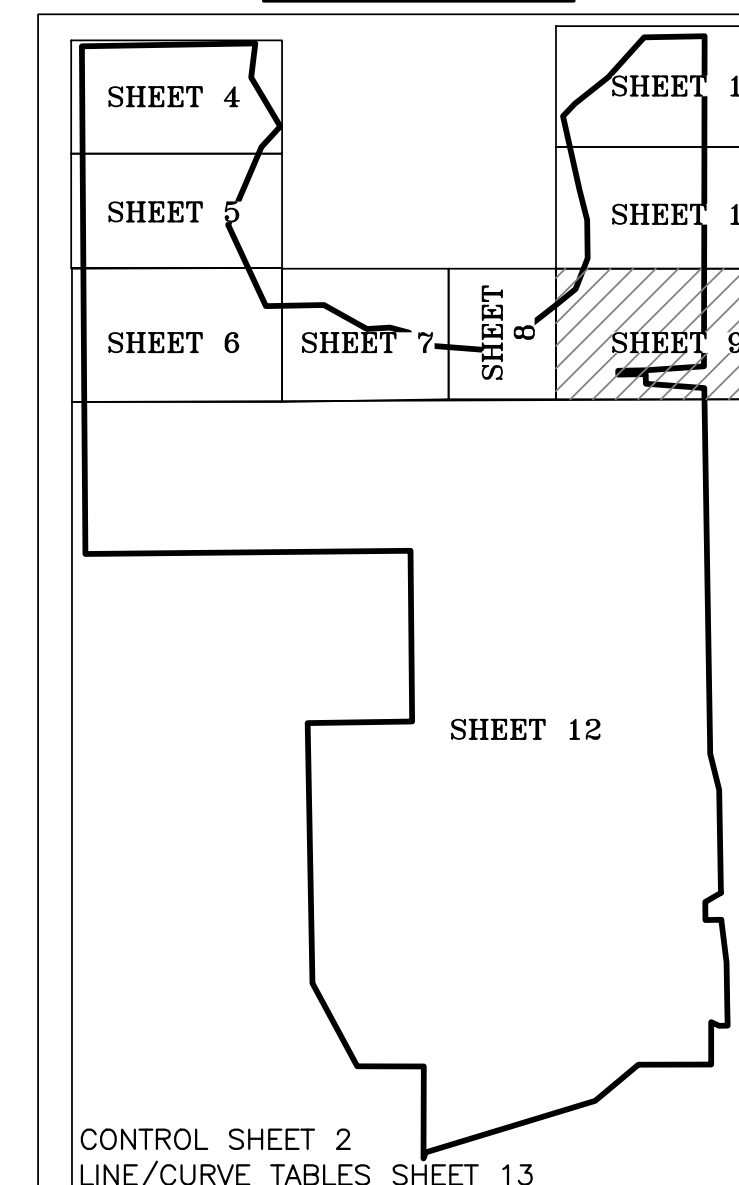
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SHEET 9 OF 13

SEE SHEET 10

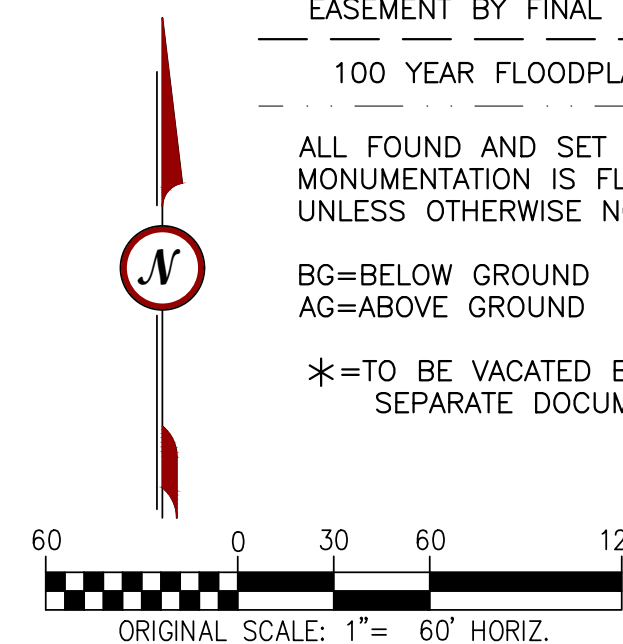


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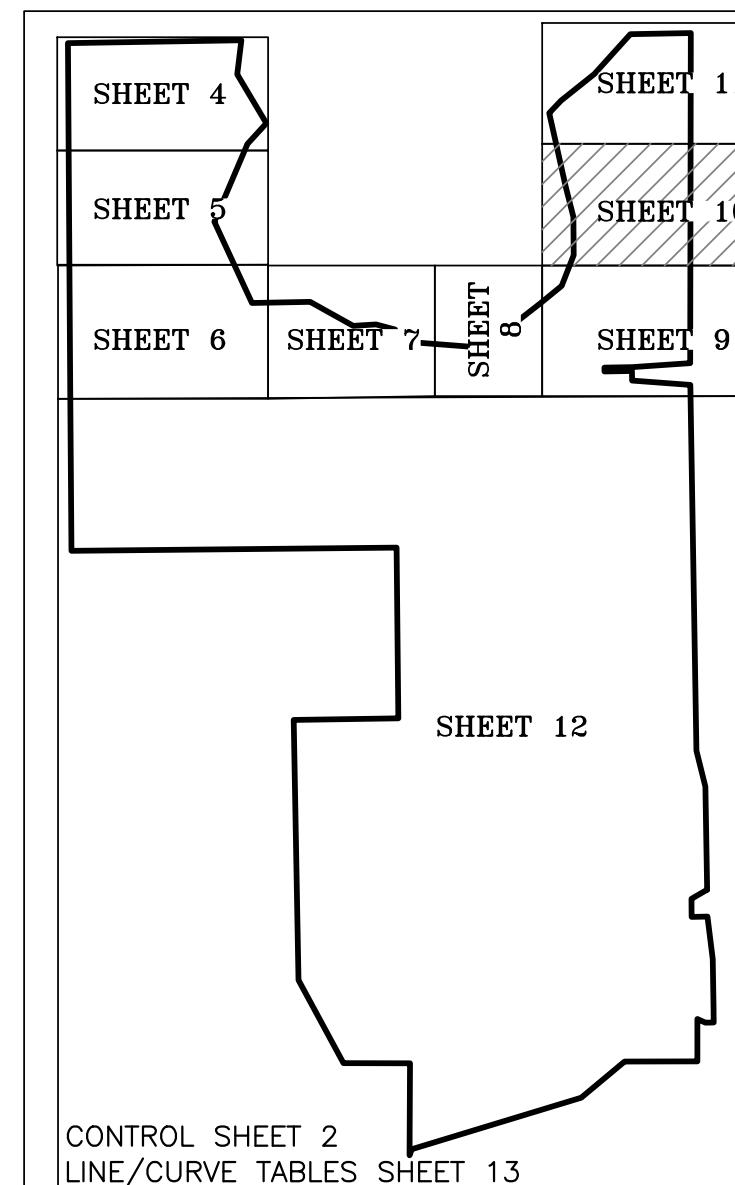
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SHEET 10 OF 13

SEE SHEET 11

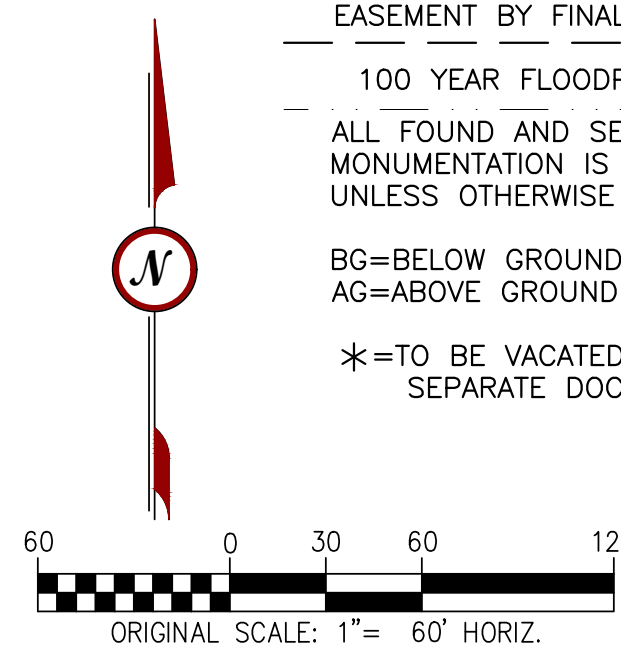


SHEET INDEX



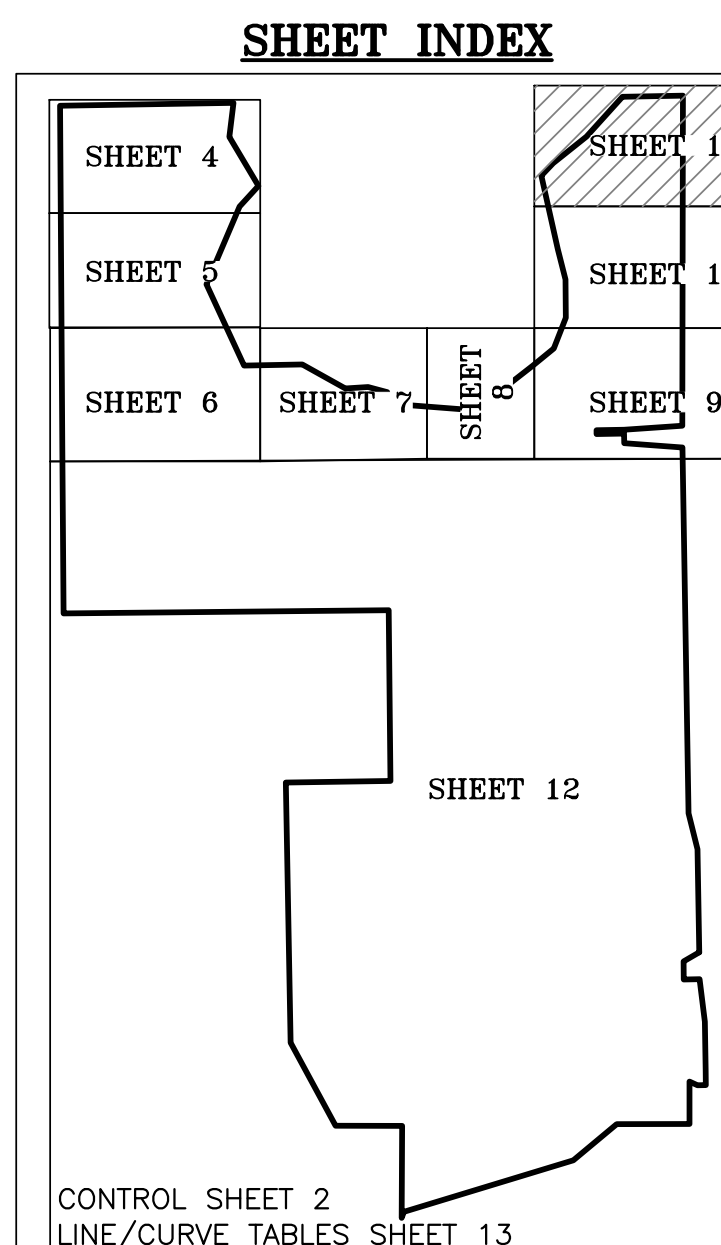
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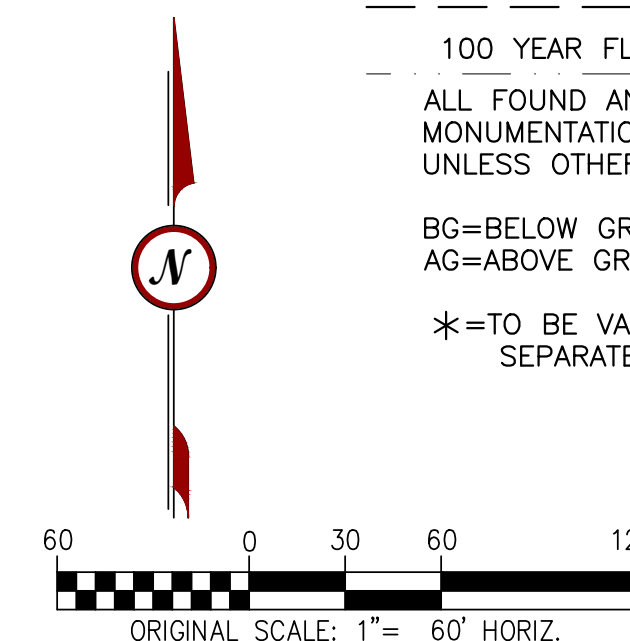
SHEET 11 OF 13



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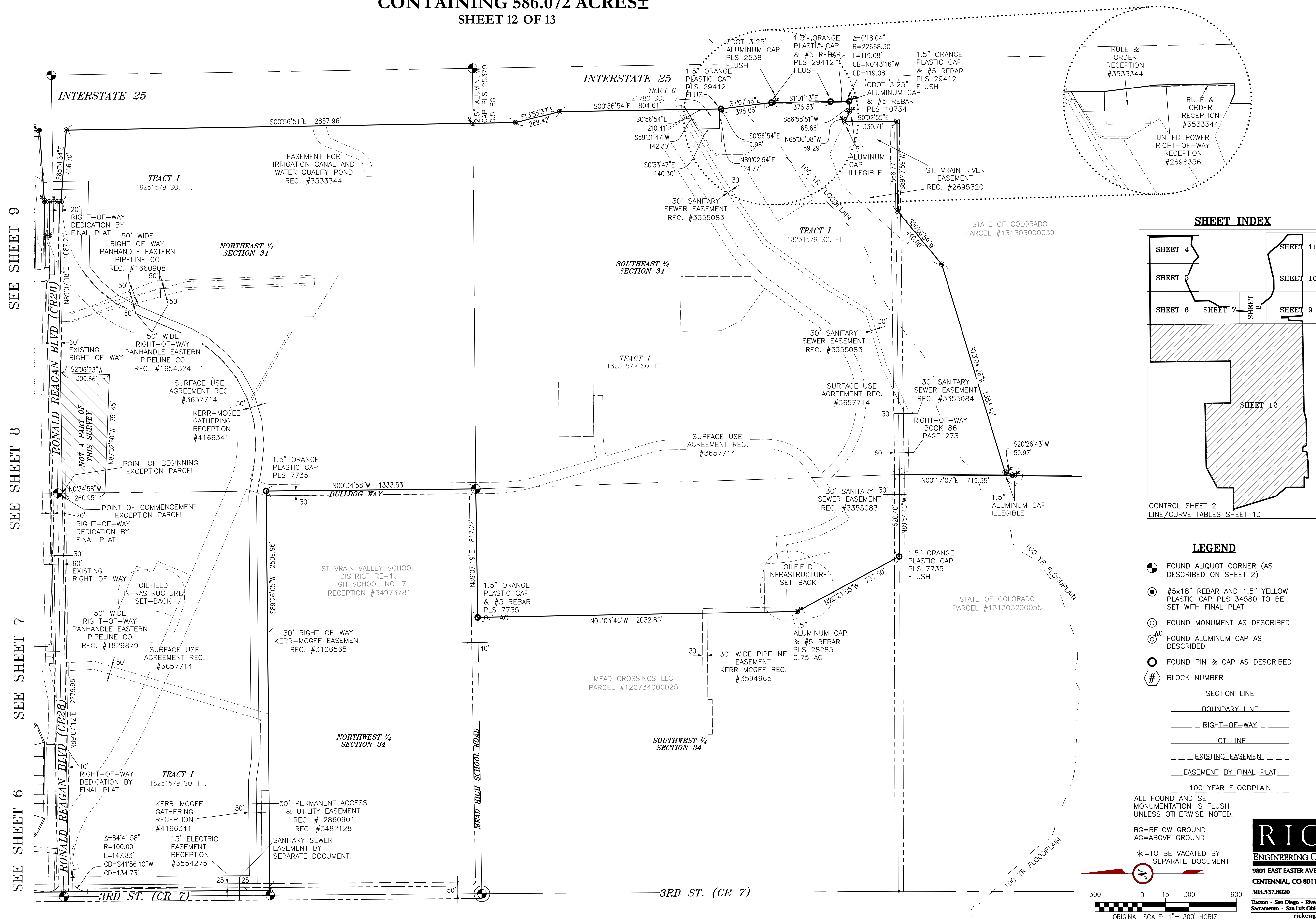


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**LOCATED IN THE SOUTH HALF OF SECTION 27 AND SECTION 34, TOWNSHIP 3 NORTH, AND THE
NORTH HALF OF SECTION 3, TOWNSHIP 2 NORTH, ALL OF RANGE 68 WEST 6TH P.M.
TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO
CONTAINING 586.072 ACRES±**

SHEET 12 OF 13



WATERFRONT FILING NO. 1

PRELIMINARY PLAT

LOCATED IN THE SOUTH HALF OF SECTION 27 AND SECTION 34, TOWNSHIP 3 NORTH, AND THE
NORTH HALF OF SECTION 3, TOWNSHIP 2 NORTH, ALL OF RANGE 68 WEST 6TH P.M.
TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO
CONTAINING 586.072 ACRES±
SHEET 13 OF 13

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	67.54'	43.00'	090°00'00"	S44°37'36"W	60.81'
C2	67.54'	43.00'	090°00'00"	N45°22'24"W	60.81'
C3	67.54'	43.00'	090°00'00"	N44°37'36"E	60.81'
C4	171.16'	81.00'	121°04'07"	N45°22'24"W	141.05'
C5	31.45'	138.00'	015°32'03"	N80°37'20"E	31.39'
C6	29.28'	81.00'	020°42'36"	S84°26'51"W	29.12'
C7	40.00'	81.00'	028°17'31"	N71°03'06"W	39.59'
C8	45.00'	81.00'	031°50'00"	N40°59'20"W	44.43'
C9	53.97'	81.00'	038°10'34"	N5°59'03"W	52.98'
C10	2.91'	81.00'	002°03'26"	N14°07'56"E	2.91'
C11	37.42'	138.00'	015°32'03"	S72°23'38"W	37.30'
C12	37.42'	138.00'	015°32'03"	S80°38'26"E	37.30'
C13	4.63'	138.00'	001°55'20"	S1°20'04"E	4.63'
C14	32.79'	138.00'	013°36'43"	S9°06'06"E	32.71'
C15	75.34'	81.00'	053°17'41"	N10°44'23"E	72.66'
C16	27.84'	81.00'	019°41'44"	N6°03'36"W	27.71'
C17	47.50'	81.00'	033°35'58"	N20°35'15"E	46.82'
C18	95.81'	81.00'	067°46'26"	N71°16'27"E	90.32'
C19	47.50'	81.00'	033°35'58"	N75°26'24"E	46.82'
C20	18.27'	81.00'	012°55'17"	S81°17'59"E	18.23'
C21	12.57'	8.00'	090°00'00"	S44°37'36"W	11.31'
C22	14.40'	16.00'	051°33'55"	S26°09'22"E	13.92'
C23	286.61'	58.00'	283°07°51"	N89°37'36"E	72.11'
C24	30.71'	58.00'	030°20'17"	N38°46'11"W	30.35'
C25	64.26'	58.00'	063°28'51"	N10°08'23"E	61.02'
C26	103.11'	58.00'	101°51'29"	S87°11'26"E	90.06'
C27	63.29'	58.00'	062°31'17"	S5°00'03"E	60.20'
C28	25.24'	58.00'	024°55'56"	S38°43'33"W	25.04'
C29	14.40'	16.00'	051°33'55"	N25°24'34"E	13.92'
C30	12.57'	8.00'	090°00'00"	N45°22'24"W	11.31'
C31	12.57'	8.00'	090°00'00"	S44°37'36"W	11.31'
C32	12.57'	8.00'	090°00'00"	S45°22'24"E	11.31'
C33	47.12'	30.00'	090°00'00"	S45°22'24"E	42.43'
C34	12.57'	8.00'	090°00'00"	N44°37'36"E	11.31'
C35	12.57'	8.00'	090°00'00"	N45°22'24"W	11.31'
C36	12.57'	8.00'	090°00'00"	N44°37'36"E	11.31'
C37	12.57'	8.00'	090°00'00"	N45°22'24"W	11.31'
C38	12.57'	8.00'	090°00'00"	S44°37'36"W	11.31'
C39	12.57'	8.00'	090°00'00"	S45°22'24"E	11.31'
C40	12.57'	8.00'	090°00'00"	N44°37'36"E	11.31'
C41	37.42'	138.00'	015°32'03"	N8°08'26"W	37.30'
C42	14.20'	138.00'	005°53'40"	N12°57'38"W	14.19'
C43	23.22'	138.00'	009°38'24"	N51°13'36"W	23.19'
C44	171.16'	81.00'	121°04'07"	S44°37'36"W	141.05'
C45	46.81'	81.00'	033°06'32"	S0°38'48"W	46.16'
C46	40.00'	81.00'	028°17'39"	S31°20'54"W	39.59'
C47	40.00'	81.00'	028°17'39"	S59°38'33"W	39.59'
C48	44.35'	81.00'	031°22'17"	S89°28'31"W	43.80'
C49	37.42'	138.00'	015°32'03"	S82°36'22"E	37.30'
C50	16.58'	138.00'	006°53'01"	S78°16'51"E	16.57'
C51	20.84'	138.00'	008°39'03"	S86°02'53"E	20.82'
C52	12.57'	8.00'	090°00'00"	S0°37'36"E	11.31'
C53	12.57'	8.00'	090°00'00"	S45°22'24"E	11.31'
C54	20.42'	13.00'	090°00'00"	S44°37'36"W	18.38'
C55	20.42'	13.00'	090°00'00"	N45°22'24"W	18.38'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C56	20.42'	13.00'	090°00'00"	N44°37'36"E	18.38'
C57	12.57'	8.00'	090°00'00"	S45°22'24"E	11.31'
C58	5.96'	138.00'	002°28'29"	N88°23'21"E	5.96'
C59	12.57'	8.00'	090°00'00"	S44°37'36"W	11.31'
C60	37.42'	138.00'	015°32'03"	N82°36'22"W	37.30'
C61	30.05'	81.00'	021°15'11"	N48°00'49"E	29.87'
C62	241.43'	200.00'	069°09'48"	S56°56'38"W	227.03'
C63	159.54'	200.00'	045°42'15"	S78°14'43"W	155.34'
C64	75.65'	81.00'	053°30'37"	S69°17'43"E	72.93'
C65	44.52'	81.00'	031°29'41"	S26°47'33"E	43.97'
C66	37.05'	81.00'	026°12'22"	S20°32'28"W	36.73'
C67	37.42'	138.00'	015°32'03"	N7°52'21"W	37.30'
C68	26.75'	138.00'	011°06'27"	N9°36'26"E	26.71'
C69	10.66'	138.00'	004°25'36"	N1°50'24"E	10.66'
C70	84.20'	250.00'	019°17'53"	S9°45'16"W	83.81'
C71	12.57'	8.00'	090°00'00"	N44°37'36"E	11.31'
C72	12.57'	8.00'	090°00'00"	S45°22'24"E	11.31'
C73	12.57'	8.00'	090°00'00"	S44°37'36"W	11.31'
C74	39.27'	25.00'	090°00'00"	S44°37'36"W	35.36'
C75	20.42'	13.00'	090°00'00"	N45°22'24"W	18.38'
C76	37.42'	138.00'	015°32'03"	N81°51'34"E	37.30'
C77	171.16'	81.00'	121°04'07"	N45°22'24"W	141.05'
C78	4.20'	81.00'	002°58'05"	S75°34'35"W	4.20'
C79	55.99'	81.00'	039°36'22"	N83°08'12"W	54.88'
C80	52.31'	81.00'	037°06'01"	N44°50'00"W	51.40'
C81	57.94'	81.00'	040°59'10"	N5°50'25"W	56.72'
C82	0.72'	81.00'	000°30'29"	N14°54'25"E	0.72'
C83	37.42'	138.00'	015°32'03"	S72°33'38"W	37.30'
C84	12.57'	8.00'	090°00'00"	N44°37'36"E	11.31'
C85	12.57'	8.00'	090°00'00"	S45°22'24"E	11.31'
C86	34.41'	283.00'	006°57'59"	N86°53'25"W	34.39'
C87	40.96'	217.00'	010°48'56"	N84°57'06"W	40.90'
C88	12.57'	8.00'	090°00'00"	S44°37'36"W	11.31'
C89	12.57'	8.00'	090°00'00"	N45°22'24"W	11.31'
C90	12.57'	8.00'	090°00'00"	S44°37'36"W	11.31'
C91	12.57'	8.00'	090°00'00"	N45°22'24"W	11.31'
C92	37.42'	138.00'	015°32'03"	S81°51'34"W	37.30'
C93	13.94'	81.00'	009°51'26"	N79°01'16"E	13.92'
C94	171.16'	81.00'	121°04'07"	S45°22'24"E	141.05'
C95	111.40'	280.27'	022°46'25"	S10°30'58"W	110.67'
C96	14.52'	280.00'	002°58'18"	S0°36'14"W	14.52'
C97	50.00'	278.82'	010°16'27"	S71°25'59"W	49.93'
C98	46.88'	280.00'	009°35'36"	S17°06'20"W	46.83'
C99	87.47'	220.00'	022°46'50"	S10°30'43"W	86.90'
C100	65.50'	220.00'	017°03'35"	S13°22'20"W	65.26'
C101	21.97'	220.00'	005°43'15"	S1°58'55"W	21.96'
C102	67.54'	43.00'	090°00'00"	N25°35'48"W	60.81'
C103	45.00'	81.00'	031°49'52"	N18°09'44"E	44.42'
C104	24.99'	81.00'	017°40'32"	N6°33'28"W	24.89'
C105	37.42'	138.00'	015°32'03"	S7°39'42"E	37.30'
C106	25.72'	138.00'	010°40'48"	S10°05'20"E	25.69'
C107	11.69'	138.00'	004°51'16"	S21°9'18"E	11.69'
C108	74.10'	220.00'	019°17'53"	S9°45'16"W	73.75'
C109	53.65'	220.00'	013°58'22"	S7°05'31"W	53.52'
C110	37.42'	138.00'	015°32'03"	N83°06'40"W	37.30'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C111	23.10'	138.00'	009°35'23"	N86°05'00"W	23.07'
C112	14.32'	138.00'	005°56'40"	N78°18'59"W	14.31'
C113	169.77'	81.00'	120°05'05"	N44°36'49"E	140.36'
C114	34.35'	81.00'	024°17'45"	S87°59'31"E	34.09'
C115	39.40'	81.00'	027°52'11"	N66°25'30"E	39.01'
C116	39.43'	81.00'	027°53'28"	N38°32'41"E	39.04'
C117	39.47'	81.00'	027°55'20"	N10°38'17"E	39.08'
C118	17.11'	81.00'	012°06'21"	N9°22'33"W	17.08'
C119	39.27'	25.00'	090°00'13"	N44°07'11"E	35.36'
C120	39.27'	25.00'	090°00'00"	S45°52'42"E	35.36'
C121	140.34'	81.00'	099°16'19"	N33°59'46"W	123.43'
C122	37.42'	138.00'	015°32'03"	N7°52'21"W	37.30'
C123	37.42'	138.00'	015°32'03"	S75°51'54"E	37.30'
C124	22.52'	138.00'	009°20'54"	S72°46'19"E	22.49'
C125	14.90'	138.00'	006°11'09"	S80°32'21"E	14.89'
C126	38.08'	81.00'	026°56'15"	N70°09'48"W	37.73'
C127	45.60'	81.00'	032°15'19"	N40°34'01"W	45.00'
C128	43.37'	81.00'	030°40'35"	N9°06'05"W	42.85'
C129	13.29'	81.00'	009°24'10"	N10°56'18"E	13.28'
C130	12.57'	8.00'	090°00'00"	S66°54'08"W	11.31'
C131	12.57'	8.00'	090°00'00"	S23°05'52"E	11.31'
C132	12.57'	8.00'	090°00'00"	S66°54'08"W	11.31'
C133	106.51'	280.00'	021°47'41"	S78°59'08"E	105.87'
C134	9.81'	174.66'	003°13'10"	N68°05'52"W	9.81'
C135	50.47'	303.70'	009°31'20"	S75°27'05"E	50.41'
C136	46.23'	280.00'	009°27'38"	S85°09'09"E	46.18'
C137	37.42'	138.00'	015°32'03"	N82°07'39"W	37.30'
C138	171.16'	81.00'	121°04'07"	N45°06'20"E	141.05'
C139	1.24'	81.00'	000°52'32"	S74°47'53"E	1.24'
C140	99.93'	81.00'	070°41'11"	N69°25'15"E	93.71'
C141	20.45'	220.00'	005°19'30"	S16°44'27"W	20.44'
C142	37.42'	138.00'	015°32'03"	N61°43'52"W	37.30'
C143	9.38'	138.00'	003°53'44"	S21°21'04"W	9.38'
C144	28.03'	138.00'	011°38'20"	S29°07'06"W	27.98'
C145	20.42'	13.00'	090°00'00"	N45°06'20"E	18.38'
C146	83.69'	220.00'	021°47'48"	S78°59'46"E	83.19'
C147	71.92'	220.00'	018°43'53"	S80°31'44"E	71.60'
C148	11.77'	220.00'	003°03'55"	S69°37'50"E	11.77'
C149	106.52'	280.00'	021°47'48"	S78°59'46"E	105.88'
C150	22.15'	280.00'	004°31'55"	S70°21'50"E	22.14'
C151	55.41'	280.00'	011°20'16"	S78°17'56"E	55.32'
C152	28.96'	280.00'	005°55'37"	S86°55'52"E	28.95'
C153	83.69'	220.00'	021°47'48"	S78°59'46"E	83.19'
C154	41.85'	220.00'	010°53'54"	S73°32'49"E	41.78'
C155	41.85'	220.00'	010°53'54"	S84°26'43"E	41.78'
C156	12.21'	280.00'	002°29'56"	N20°39'10"E	12.21'
C157	9.59'	220.00'	002°29'56"	N20°39'10"E	9.59'
C158	12.57'	8.00'	090°00'00"	S23°05'52"E	11.31'
C159	12.57'	8.00'	090°00'00"	S66°54'08"W	11.31'
C160	171.16'	81.00'	121°04'07"	N25°35'48"W	141.05'
C161	22.68'	81.16'	016°00'53"	N26°55'14"E	22.61'
C162	47.64'	81.03'	033°41'08"	S23°05'52"E	46.96'
C163	48.00'	81.00'	033°57'11"	N31°46'56"W	47.30'
C164	48.00'	81.00'	033°57'11"	N65°44'07"W	47.30'
C165	4.83'	81.00'	003°25'09"	N84°25'17"W	4.83'

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**TOWN OF MEAD, COLORADO PLANNING COMMISSION
RESOLUTION NO. 03-PC-2022**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE TOWN OF MEAD,
COLORADO RECOMMENDING CONDITIONAL APPROVAL OF THE
WATERFRONT FILING NO. 1 PRELIMINARY PLAT**

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

WHEREAS, pursuant to Section 16-4-60 of the MMC, following review of a preliminary plat by the Town’s Planning Commission (the “Planning Commission”), the Planning Commission is required to recommend, to the Board of Trustees, approval, approval with conditions, or denial of a preliminary plat; and

WHEREAS, Bryan Horan and Ventana Capital (together, the “Applicant”), have submitted an application for the Waterfront Filing No. 1 Preliminary Plat (the “Preliminary Plat”) for the 586.07-acre property, known as the Waterfront Property, generally located west of I-25, north of the St. Vrain River, east of Third Street (CR 7), and south of State Highway 66, in the Town of Mead, County of Weld, State of Colorado, as more particularly described in **Exhibit 1**, attached hereto and incorporated herein by this reference (the “Property”); and

WHEREAS, the Applicant is the authorized representative of the Property owner, Tharaldson Ethanol Plant I, L.L.C., a Nevada limited liability company; and

WHEREAS, the Preliminary Plat proposes to subdivide the northernmost 166.80-acre area (Filing No. 1) into 182 small lots, in accordance with the Residential Multi-Family (RMF-8) underlying zoning, and 209 large lots, in accordance with the Residential Single Family (RSF-4) underlying zoning; and

WHEREAS, the Preliminary Plat proposes to plat the remaining 419 acres of the Property as one tract (Tract I), to be replatted at a later date; and

WHEREAS, in accordance with Section 16-4-60 of the MMC, the Planning Commission held a duly noticed public hearing on April 20, 2022 to consider the Preliminary Plat; and

WHEREAS, the Planning Commission has reviewed the proposed Preliminary Plat and other materials distributed to the Planning Commission by Town staff at or prior to the April 20, 2022 meeting and public hearing, and desires to recommend that the Board of Trustees proceed to approve the Waterfront Filing No. 1 Preliminary Plat, subject to the conditions set forth in this Resolution.

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

Section 1. The Planning Commission finds that the public hearing on the proposed Preliminary Plat was conducted and concluded in accordance with Section 16-4-60 of the MMC.

Section 2. The Planning Commission recommends approval of the Preliminary Plat, in substantially the form attached hereto as **EXHIBIT 1**, based on a determination that the applicable review criteria set forth in Section 16-4-60(c)(1) through (6) of the MMC have been satisfied, subject to the following conditions of approval:

- a) The Applicant shall resolve and correct any technical issues as directed by Town staff prior to signature of Town officials on the Preliminary Plat; and
- b) The Applicant shall pay all fees and costs incurred by the Town and its consultants in reviewing and processing the Preliminary Plat application.

Section 3. Town staff shall distribute a copy of this Resolution to the Board of Trustees at or prior to the date at which the Board of Trustees is scheduled to consider the Preliminary Plat at a public hearing held for that purpose.

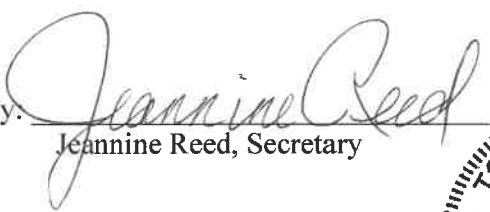
Section 4. Effective Date. This Resolution shall become effective immediately upon adoption.

INTRODUCED, READ, PASSED AND ADOPTED THIS 20TH DAY OF APRIL, 2022.

ATTEST:

**TOWN OF MEAD PLANNING
COMMISSION:**

By:


Jeannine Reed, Secretary

By:


Diana Kure, Chair Pro Tem

