BOARD OF TRUSTEES
441 3rd Street, Mead
Monday, February 13, 2023

AGENDA

I. 5:00 p.m. to 6:00 p.m.
Work Session: Board Training
Sam Light CIRSA General Counsel

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

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

1. Call to Order – Roll Call

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

2. Moment of Silence

3. Pledge of Allegiance to the Flag

4. Review and Approve Agenda

5. Staff Report: Town Manager Report

a. Manager Report

6. Informational Items

a. St Vrain Valley School District - Superintendent Dr Don Haddad

7. Proclamations

a. National School Resource Officer Appreciation Day February 15, 2023

b. Colorado Engineers Week February 19 - February 25, 2023

8. Informational Items Continued

a. Mountain View Fire Rescue District: Asst Chief Keith Long

b. Mead Police Department: Behavioral Health Grant

9. 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.*

10. 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 January 30, 2023

b. January 2023 Aged Receivables

c. Check Register February 13, 2023

d. **Resolution No. 11-R-2023** – A Resolution of the Town of Mead, Colorado, Approving a Change Order to the Construction Agreement with Mountain Constructors, Inc. Concerning Construction of the North Creek Culvert Repair Project

e. **Resolution No. 12-R-2023** – A Resolution of the Town of Mead, Colorado, Approving Change Order 1 Totaling $67,420 Concerning the Agreement for Professional Services by and between the Town of Mead and Essenza Architecture, LLC, resulting in a revised Not-to-Exceed Amount of $409,856

11. Public Hearing

a. **Public Hearing Turion South**

i. Public Hearing – Turion South PUD and Vested Property Rights

Request to OPEN AND CONTINUE public hearings to March 27, 2023.

12. New Business

a. **Resolution No. 13-R-2023** – A Resolution of the Town of Mead, Colorado, Approving an Additional Maintenance Worker I Position for the Public Works Department

13. 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.*

14. Legislative Update

15. Elected Official Reports

a. Town Trustees

b. Mayor Whitlow

16. Executive Session Pursuant to C.R.S. Section 24-6-402(4)(b) for legal advice on specific legal questions related to petition for disconnection filed with Weld County District Court (2023CV30052)

17. Executive Session Action Items

18. 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: February 13, 2023

SUBJECT: Town Manager Report

- SVVSD Superintendent Dr. Don Haddad will attend tonight's Board of Trustees meeting to provide an update on Mead schools. Assistant Fire Chief Keith Long will also be on hand to discuss the Mountain View Fire Community Wildfire Protection Plan.
- The final certificate of occupancy was issued for the Sorrento Subdivision this week.
- Senior exercise classes are held on Monday and Wednesday mornings from 10 a.m.- 11 a.m. at Anytime Fitness in Mead (301 Main St). This class is free for anyone ages 60+. The Town provides a qualified instructor.
- The Sugar Beet Solar Farm rezoning hearing was continued to April 10, 2023, at 6:00 p.m. at Town Hall.
- CEBT, the Town's employee/dependent health care provider, has announced that dividends will be paid to current employer groups. The Town's dividend is anticipated to be around $20,000.00.
- The traffic signals installed at the Welker (WCR 34) exit off I-25 are tentatively scheduled to be operational by early February. Supply chain issues have delayed the start of the operation of the signals. The permanent pavement markings should be installed in the next few weeks.
- Starting February 6, Colorado Department of Transportation began construction on the Firestone-Longmont Mobility Hub project located at the I-25 and CO 119 interchange. The project can be tracked by following this link: https://www.codot.gov/projects/firestone-mobility-hub
- Town sales and use tax collections are trending as forecasted in the 2023 budget. Single family home starts are at a similar level to 2022 year to date.
- Mead Municipal Court has 32 cases on the docket for the February 16, 2023, arraignment. Deputy Judge Kristin Nordeck Brown has been presiding due to Judge Thrower's absence.
- The boardroom/courtroom in Town Hall will be undergoing renovations starting in April for approximately three months. The room will be remodeled to make important security and structural changes to better accommodate the Municipal Court and Board of Trustee and Planning Commission meetings. The construction materials have been ordered.
- Key projects update:
  - 3rd and Welker Intersection – Staff conducted the monthly progress meeting with the design team on February 7. Final CDOT clearances are expected in the next couple of weeks, and the team will begin the Public Utilities Commission application process for modifications to the railroad crossings. The secondary funding agreement with CDOT has been received and will be presented to the Board at the February 27 meeting.
  - Mead Community Center – Staff conducted the bi-weekly progress meeting with the design team on February 6. The project is advancing from the schematic phase to the detailed design development phase.
  - SH66 Pedestrian Crossing –. The contract with Otak was finalized this week and they are in the process of releasing the subconsultants to begin work on design.
- YTD totals for new single family home permits:
  - 2023 YTD: 6 SF Permits, 14 Certificates of Occupancy
- Boards and Commissions

    - Planning Commission met on Wednesday, January 25. Turion Zoning Amendment was recommended for approval. Liberty Ranch No. 3 Preliminary Plat was continued to February 15. In addition to the Liberty Ranch item, an annexation petition will be considered as well as a comprehensive plan amendment. The Town is still seeking applications for a vacant alternate position.
    - The Finance Committee receives monthly updates and has no scheduled in person meetings.
- Human Resources
    - The Town is advertising open positions using NeoGov recruiting platform https://www.governmentjobs.com/careers/townofmead
    - Open positions include Maintenance Tech I/II, Events and Media Specialist and Police Officer. Interviews are underway for these open positions.

Community Development

- Staff is conducting research regarding parking ratios for multi-family and single-family attached residential uses and will schedule a work session with the Board early in 2023.
- Staff will soon present the conceptual master plan for the Municipal Facilities site, which is located directly east of the Liberty Ranch Park. The concept plan will present an example of how the site could potentially develop in the future.
- Staff submitted a DRCOG grant to help fund the upcoming Trails and Open Space Master Plan.
- There are two (2) small parcels that have applications for annexation into the Town's boundary. The Shiers Annexation (17790 CR 7) and the AMK Annexation (4665 CR 34). Both will be presented to the Board in the upcoming months.
- Staff will begin the search for a consultant to work on the 2023 Land Use Code revisions.

Public Works and Engineering

- Staff is revising the Snow Removal Policy and updating the route maps and general policies and procedures. This is expected to evolve in the coming months and be ready to implement next season.
- Staff is preparing the contract with FHU for the CR 38 interchange 1601 process. This is a pass-through cost to the Turion development.
- The annual update to the Street Design and Construction Standards is underway to address minor corrections as well as align requirements with current industry standards.
- Staff is reviewing the Gold Star Memorial scope of work with potential design consultants.

Community Engagement

- The Save The Dates community event postcard has been mailed to residents.
- Community Engagement has started training and integration for Civic Rec Software. We anticipate full conversion by April.
- Recreation has coordinated a lunch and bingo event at the Merc on March 30. Participants will enjoy a catered lunch, followed by bingo in the upstairs Merc banquet room. Cost is $10 to participate.
- Spring Volleyball registration has closed, and we're coordinating with CVRD to accommodate the increase in teams for both Mead and CVRD.
- The Town is booking musical artists for summer events.

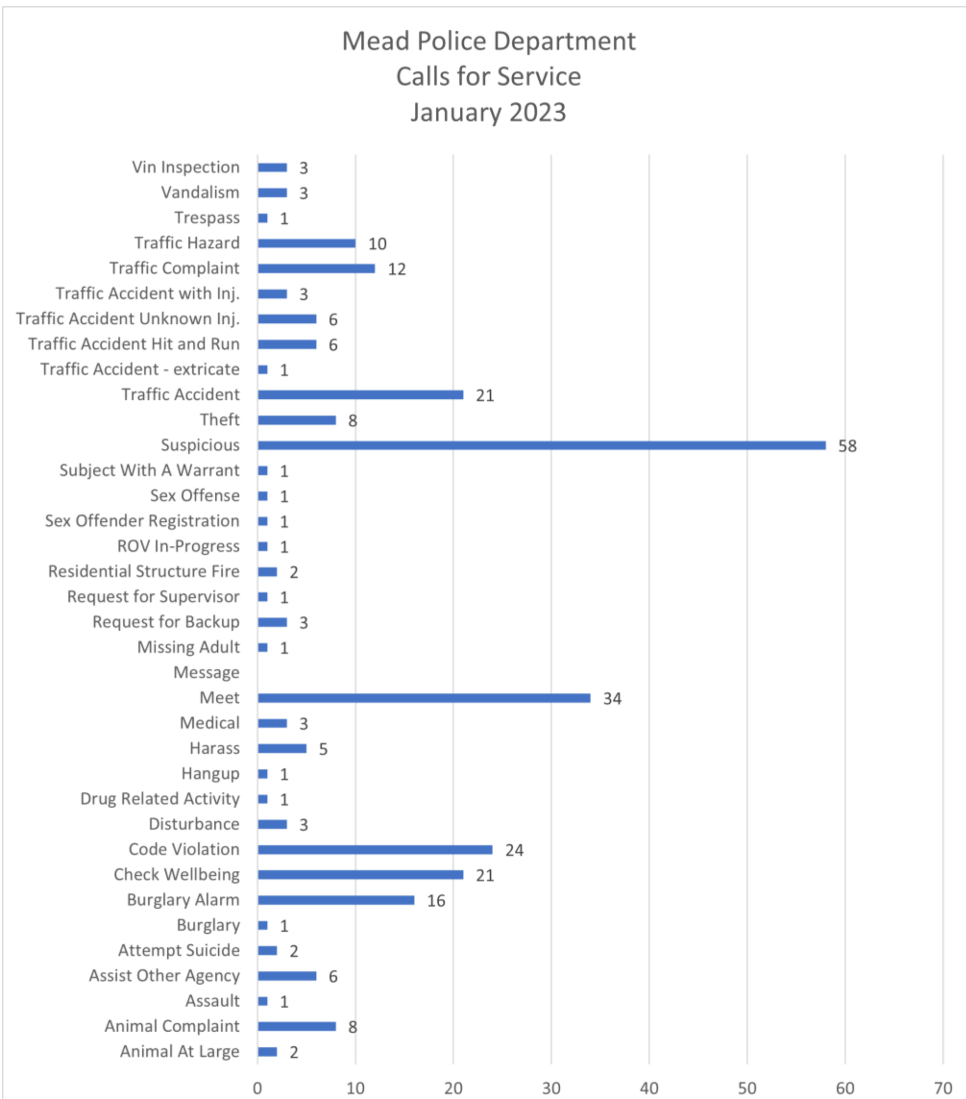
Police Department

- The January Monthly Report is attached.
- The department is staffed at 14 sworn personnel and interviewing for the two additional positions. The new CSO, Bridgette Shear, will start February 20th. The new administrative assistant, Madison McCullough, started today.
- One 2022 police patrol vehicle is being outfitted at FAS in Platteville. It should be delivered by mid-February. The second sustained damage during shipping and is being repaired.

- Progress is being made on converting the shop into evidence and vehicle storage. New garage doors and openers were installed. More work is scheduled in February to update the electrical and segregate the spaces.
- Officers are training on Taser this month.
- The Victims Advocate collaboration received a grant from Bureau of Justice Assistance (BJA), Rural Violent Crime Reduction Initiative (RVCRI), in the amount of $138,632.00. We are still waiting to hear from the Weld County Trust on that grant application. Two VRA volunteers graduated training last Saturday.

Mead Police Department

Monthly Activity - January 2023



Total Calls for Service (CFS) = 549
Traffic Contacts/Complaints: 139 total, 19 citations, 60 warnings,
Crashes: 47
Motorist Assists: 20
Code: 38 total, 1 citation, 37 warnings (parking, abandoned vehicles, animal, etc.)
Alarm Calls: 17
Wellbeing Check: 22
Fire/Medical: 21

STAFFING:

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

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

The Community Service Officer position is vacant.

TRAINING:

Crash investigation training – All Officers

NOTABLE CALLS FOR SERVICE:

Warrant Arrest – I25 Northbound mm245 – 23ML00001 – 01/01/2023
Traffic stop resulted in arrest on an active warrant.

Missing Person – Mead – 23ML00002 - 01/01/2023
Party located safe.

Crash – WCR 13 / Highway 66 – 23ML00003 – 01/02/2023
Single vehicle slide off.

Check Wellbeing – 17900 Margil Road – 23ML00006 – 01/05/2023
Person having mental health crisis.

Theft – 300 block of 1st Street – 23ML00007 – 01/06/2023
Reported that theft was caught on camera.

Crash – Highway 66 mm44 – 23ML00008 – 01/06/2023
Single vehicle roll over.

DUI – Highway 66 / I-25 Frontage Road – 23ML00009 – 01/08/2023
Vehicle stopped for traveling the wrong direction. Driver arrested for DUI.

Vandalism – 100 block of Mallard Court – 23ML00010 – 01/09/2023
Damage to vehicle.

Theft – 300 block of 1st Street – 23ML00011 – 01/09/2023

Suspect arrested after reported theft.

Assault – 100 block of Eagle Avenue – 23ML00012 – 01/09/2023

Suspect arrested for reported assault.

Assist Other Agency – Mead High School – 23ML0013 – 01/09/2023

Cold sex offense reported to SRO, occurred in another jurisdiction.

Animal Abuse – 16700 block of North Creek Circle – 23ML00014 – 01/09/2023

Reported abuse of animals.

Burglary – 4000 block of Ritchie Drive – 23ML00015 – 01/10/2023

Generator stolen out of building.

Check wellbeing – 2700 block of Stage Coach Drive – 23ML00016 – 01/10/2023

Reported kids being neglected.

Threats – Mead High School – 23ML00017 – 01/13/2023

Student contacted for making threats. No charges.

Crash – WCR 34 / I25 Frontage Road – 23ML00018 – 01/13/2023

Two vehicle crash with no injuries.

Warrant Arrest – 4300 Hwy 66 – 23ML00020/21 – 01/15/2023

Wanted party contacted in parking lot and arrested on active warrants.

Restraining Order Violation – 2200 block of Galloway – 23ML00023 – 01/15/2023

Reported RO violation in progress. No charges.

Recovered Stolen Vehicle – Vale View / Elderberry – 23ML00024 – 01/15/2023

Suspicious vehicle reported, found to be reported stolen, and returned to owner.

Theft – 14125 Mead Street – 23ML00025 – 01/16/2023

Tools stolen in burglary. Under investigation.

Theft – 7-11 – 23ML00026 – 01/16/2023

Unknown suspect stole lottery tickets.

Crash – I25 northbound exit ramp WCR 34 - 23ML00029 – 01/20/2023

Two vehicle crash with no injuries.

Hit and Run Crash – 3rd Street / Welker Avenue – 23ML00030 – 01/20/2023

Unknown truck struck fire hydrant and left the scene.

Theft – 7-11 – 23ML00031 - 01/21/2023

Gas drive off.

Property Damage – Kum and Go - 23ML00032 – 01/22/2023

Truck hit gas pump.

Assist Other Agency – Camelot Circle – 23ML0036 – 01/24/2023

Officer flagged down and asked to check on missing person. Person found deceased and turned over to Weld County Sheriff's Office.

Hit and Run Crash – Mead High School – 23ML00037 – 01/24/2023

Unattended car struck while parked in the parking lot.

Road Rage – Hwy 66 / I25 – 23ML00038 – 01/25/2023

Two vehicles engaged in road rage that resulted in contact and damage.

Crash – 12750 WCR 7 – 23ML00039 – 01/26/2023

Two vehicle non-injury crash.

Suspicious / Warrant Arrest – Mead Street / Valley Drive – 23ML00040 – 01/26/2023

Person contacted and arrested on active warrant.

Suspicious - 4605 WCR 36 – 23ML00041 – 01/26/2023

Water bottle with chemicals possibly consumed.

Crash – I25 / WCR 34 - 23ML00042 – 01/27/2023

Single vehicle went into the median.

Fraud – Mead High School – 23ML00043 – 01/27/2023

Student reporting attempted fraud that occurred over internet.

Disturbance – Mead High School – 23ML00044 – 01/27/2023

3 students contacted for fighting.

Welfare Check – Mead – 23ML00045 – 01/27/2023

Co-Responder and Officers assisted person in mental health crisis.

Crash – Sugar Mill parking lot – 23ML00046 – 01/28/2023

Parked car struck causing damage.

Crash – Highway 66 / WCR 7 – 23ML00047 – 01/28/2023

Three vehicle crash that shut down the highway briefly.

Vandalism – 4135 WCR 34 – 23ML00048 – 01/29/2023

Someone drove through the gate, causing damage.

Crash – Highway 66 / WCR 5 – 23ML00049 – 01/29/2023

Single vehicle slide off.

Crash – Highway 66 / Foster Ridge Drive – 23ML00051 – 01/30/2023
Two vehicle crash that shut down the highway briefly.

Hit and Run Crash – 100 block of 5th Street - 23ML00052 – 01/31/2023
Parked car struck by delivery truck. Under investigation.

Crash – Highway 66 / WCR 7 – 23ML00053 – 01/31/2023
Two vehicle crash, non-injury.

National School Resource Officer

Appreciation Day Proclamation

February 15, 2023

WHEREAS, The National Association of School Resource Officers (NARSO) is dedicated to making schools and children safer by providing quality training to school-based law enforcement officers;

WHEREAS, school resource officers (SROs) bridge the gap between youth and law enforcement and embrace the triad concept of school policing, serving in informal counseling, education and law enforcement roles to support students and the communities that they serve;

WHEREAS, by training law enforcement officers to counsel, educate and protect school communities, the men and women of NASRO continuously lead by example and promote a positive image of law enforcement to school children and school communities;

WHEREAS, school resource officers are valuable and essential members of the education community and deserve unwavering respect and support from the communities they serve in the pursuit of keeping schools and students safe;

NOW, THEREFORE, I, **Colleen Whitlow, Mayor**, do hereby designate February 15, 2023 as School Resource Officer Appreciation Day.

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

On this 13th day of February, 2023

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Colleen G. Whitlow
Mayor

COLORADO ENGINEERS WEEK
FEBRUARY 19-25, 2023

MEAD COLORADO

Colorado Engineers Week Proclamation

February 19 – 25, 2023

WHEREAS, engineers use their scientific and technical skills in creative and revolutionary ways to fulfill society’s needs; and

WHEREAS, engineers work on many major technological challenges of our time, such as rebuilding towns devastated by natural disaster; cleaning up the environment; assuring safe, clean and efficient sources of energy; and designing information systems that will propel our state and country into the future; and

WHEREAS, engineers are encouraging young math and science students to recognize the practical applications of their knowledge; and

WHEREAS, the American Council of Engineering Companies encourages and inspires young people to pursue careers in engineering because as we face the challenges of the twenty-first century, skilled engineers will be vital to our future;

NOW, THEREFORE, I, **Colleen Whitlow, Mayor**, do hereby designate the week of February 19 - 25, 2023 as **Colorado Engineers Week**.

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

On this 13th day of February, 2023

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Colleen G. Whitlow
Mayor

BOARD OF TRUSTEES
441 3rd Street, Mead
Monday, January 30, 2023

MINUTES

I. 5:15 p.m. to 6:00 p.m.
Work Session: Trending Issues

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

1. Call to Order – Roll Call

Mayor Colleen Whitlow called the Regular Meeting of the Board of Trustees to order at 6:01 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 Chris Cartwright
Trustee David Adams
Trustee Debra Brodhead
Trustee Trisha Harris
Trustee Chris Parr
Trustee Herman Schranz

Absent

None

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

2. Moment of Silence

Mayor Whitlow requested the observance of a moment of silence for those affected by heart disease.

3. Pledge of Allegiance to the Flag

The assembly pledged allegiance to the flag.

4. Review and Approve Agenda

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

5. Staff Report: Town Manager Report

a. Manager Report

Town Manager Helen Migchelbrink discussed upcoming CPR class; Mead Community Report; I-25 Segment 5 progress; traffic signals at I-25 and WCR 34; mobility hub at 119 & I-25; Adams Ave bridge signage.

6. Informational Items

a. Community Engagement Update

Public Information Officer / Community Engagement Director Lorelei Nelson discussed youth sports, active older adults and community events scheduled for 2023.

b. Planning Commission Discussion

The Board discussed membership requirements for the Planning Commission and directed staff to prepare an ordinance clarifying the exclusion for relationship to a Board member.

7. Proclamations

a. American Heart Month February 2023

Motion was made by Trustee Parr, seconded by Mayor Pro Tem Cartwright, to authorize the signing of the Proclamation for American Heart Month February 2023. 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.*

Resident Matt Anderson discussed growth in the Town of Mead.

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 January 9, 2023

b. December 2022 Preliminary Financial Statements

c. Check Register January 30, 2023

d. **Resolution 01-GID-R-2023 -** A Resolution of the Town of Mead Elevation 25 General Improvement District (GID) Board of Directors Adopting the GID's Official Seal

e. **Resolution No. 02-GID-R-2023 -** A Resolution of the Town of Mead Elevation 25 General Improvement District (GID) Board of Directors Designating the Public Place for Posting Notices of Regular and Special Meetings of the GID

f. **Resolution No. 08-R-2023** – A Resolution of the Town of Mead, Colorado, Approving a Special Project Task Order with Otak Inc. to Perform Engineering Services for the SH66/CR7 Pedestrian Crossing Project

g. **Resolution No. 09-R-2023** – A Resolution of The Town of Mead, Colorado, Approving Extensions of Certain Public Works-Related Professional Service Agreements (Denali Water Solutions LLC and Ramey Environmental Compliance, Inc.) for Calendar Year 2023

h. **Resolution No. 10-R-2023** – A Resolution of The Town of Mead, Colorado, Approving Extensions of Certain Engineering-Related Professional Service Agreements (JVA, Inc., Felsburg Holt & Ullevig, Inc., Fox Tuttle Transportation Group, Michael Baker International, Inc., and InVision GIS, LLC) for Calendar Year 2023

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

10. Public Hearing

a. **Public Hearing Sugar Beet Solar**

i. Sugar Beet Solar PUD (Planned Unit Development) Rezoning (continued from January 9, 2023)

Town Attorney Marcus McAskin recommended that the Board of Trustees continue the public hearing. The landowner filed a petition of disconnect in Weld County courts with a hearing scheduled for March 23, 2023.

Motion was made by Trustee Schranz, seconded by Trustee Adams, to reopen the public hearing for the Sugar Beet Solar planned unit development rezoning and continue it to April 10, 2023 at 6:00 p.m. at the Mead Town Hall. Motion carried 7-0, on a roll call vote.

b. **Public Hearing: Liberty Ranch Filing No. 3 Preliminary Plat**

ii. Public Hearing on the Liberty Ranch Filing No. 3 Preliminary Plat

Request to OPEN AND CONTINUE public hearing to March 13, 2023 at 6:00 p.m. at Town Hall

Motion was made by Trustee Parr, seconded by Mayor Pro Tem Cartwright, to open the public hearing for the Liberty Ranch Filing No. 3 Preliminary Plat and continue it to March 13, 2023 at 6:00 p.m. at the Mead Town Hall. Motion carried 7-0, on a roll call vote.

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

There was no public comment at this time.

12. Legislative Update

Town Attorney Marcus McAskin discussed anticipated legislation this session relating to elections, CORA, affordable housing, age limit for crimes and mushrooms regulations.

13. Elected Official Reports

a. Town Trustees

The Trustees discussed holding a work session on renewable energy regulations.

b. Mayor Whitlow

Mayor Whitlow discussed Coffee with the Mayor scheduled for February 4, 2023 and a flag retirement ceremony to be scheduled in May. The Board discussed the grain silo on the Community Center property. The Board directed staff to accept proposals for its removal within 30 days. If unsuccessful, they will consider demolition.

14. Adjournment

Motion was made by Trustee Schranz, seconded by Trustee Adams, 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 7:01 p.m. on Monday, January 30, 2023.

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Colleen G. Whitlow, Mayor

ATTEST:

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Mary E. Strutt, MMC, Town Clerk

Report Criteria:
Aging by Date
Aged using Payment Date

Customer Number	Name	Balance	Future	Current	Over 30	Over 60	Over 90	Over 120	Over 150
1	St. Vrain Valley School District	148,932.41	2,058.00	146,874.41	-	-	-	-	-
22	Prairie Hills	734.00	-	-	-	650.00	-	84.00	-
45	Mead Development Group, Inc.	2,753.75-	-	-	130.00-	-	1,877.75-	-	746.00-
162	Mead High School	680.00	680.00	-	-	-	-	-	-
214	Mead Towne Center	5,750.00	-	-	-	-	-	-	5,750.00
239	Gopher Gulch	2,144.00-	-	-	-	-	-	-	2,144.00-
256	Prosper Land & Development LLC	13,172.50	6,827.50	4,387.50	-	1,957.50	-	-	-
259	Scannell Properties	15,248.09-	-	-	-	-	-	-	15,248.09-
263	Eagle Development	2,629.25-	-	-	-	-	-	-	2,629.25-
270	Highland Development Services Inc	5,969.00	-	-	263.00-	-	-	-	6,232.00
277	Front Range Investment Holdings LLC	3,216.80	3,035.00	181.80	-	-	-	-	-
280	Benson Farms - MD	2,430.25-	-	-	-	-	-	-	2,430.25-
282	Agfinity, Inc	1,181.70	1,181.70	-	-	-	-	-	-
283	Hylandtown/ Weld County Land Investors	130.00	130.00	-	-	-	-	-	-
285	Boulder Scientific Company, LLC	3,678.50-	-	-	650.00-	-	-	-	3,028.50-
287	Eagle Development LRMD	1,855.00-	-	-	-	-	-	-	1,855.00-
290	Forestar Real Estate Group	2,249.50	2,249.50	-	-	-	-	-	-
292	BREG Industrial Development	14,811.12	3,699.51	3,762.27	-	7,349.34	-	-	-
294	QuikTrip Corp	7,226.60	525.20	673.67	-	3,277.50	2,192.96	557.27	-
296	Silver Point Development	12,994.50	2,046.01	5,071.43	-	5,877.06	-	-	-
297	Meadow Ridge Development, Inc	22,955.01	1,995.26	5,020.00	-	7,398.00	4,936.25	3,605.50	-
298	Century Land Holdings LLC	8,480.50	8,480.50	-	-	-	-	-	-
301	BREG Industrial Devel. c/o Broe Real Es	1,706.90	1,706.90	-	-	-	-	-	-
307	Tharaldson c/o Ventana Capital	9,736.66	1,062.52	7,322.25	-	1,351.89	-	-	-
308	Melody Homes Inc.	335.32	335.32	-	-	-	-	-	-
318	Mead Investor LLc	1,735.56	-	1,098.38	-	637.18	-	-	-
319	Lawson Construction	8,318.62	593.88	525.20	-	2,601.50	464.10	2,803.26	1,330.68
320	Lorson South Land Corp c/o Landhuis C	1,390.92-	-	-	-	-	-	-	1,390.92-
321	Westside Investment Partners	1,805.38	1,805.38	-	-	-	-	-	-
322	FBVAM Investments LLC	254.52	254.52	-	-	-	-	-	-
323	Enyo Power Partners, LLC	20,483.37	16,318.00	4,165.37	-	-	-	-	-
325	Red Barn Metropolitan District	826.94	-	-	386.33	349.71	90.90	-	-
326	AMK Properties LLC	963.79	963.79	-	-	-	-	-	-
327	17790 CR 7 LLC	1,033.23	1,033.23	-	-	-	-	-	-
328	Homerun Properties LLC	3,919.81	1,418.04	2,501.77	-	-	-	-	-
	Grand Totals:	267,473.98	58,399.76	181,584.05	656.67-	31,449.68	5,806.46	7,050.03	16,159.33-

Report Criteria:
Report type: GL detail

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
01/23	01/31/2023	36099	CARDMEMBER SERVICE	9596 122722	01-42-5700	Amazon - NB	149.63
	Total 36099:						149.63
01/23	01/31/2023	36100	TDS	00006545 01	01-40-5325	Internet - TH Feb 2023	457.30
01/23	01/31/2023	36100	TDS	6545 121922	01-40-5325	Internet	457.30
	Total 36100:						914.60
02/23	02/13/2023	36103	AAA AUTO PARTS INC.	244373	04-44-5364	Plow Repair	24.02
	Total 36103:						24.02
02/23	02/13/2023	36104	ADAMSON POLICE PRODUCTS	INV391036	01-42-5254	Uniform	40.45
02/23	02/13/2023	36104	ADAMSON POLICE PRODUCTS	INV391161	01-42-5254	Uniform	75.59
02/23	02/13/2023	36104	ADAMSON POLICE PRODUCTS	INV391169	01-42-5254	Uniform	150.25
	Total 36104:						266.29
02/23	02/13/2023	36105	ADRIENNE WRIGHT	01312023	01-40-5705	Mileage - Weld Co Records Office	55.02
	Total 36105:						55.02
02/23	02/13/2023	36106	All Copy Products Inc	492136650	01-47-5315	Copier Lease - Jan - Feb 2023	86.05
	Total 36106:						86.05
02/23	02/13/2023	36107	AMAZON CAPITAL SERVICES	1CMX-HCT9-	01-47-5210	Credit for 1QDK-3W4M-3LQH - order 111	60.17-
02/23	02/13/2023	36107	AMAZON CAPITAL SERVICES	1DNY-6C6F-	01-47-5210	Operating Supplies for inspector	312.95
02/23	02/13/2023	36107	AMAZON CAPITAL SERVICES	1MHQ-HRY	01-47-5210	Equipment for New PMP	146.40
02/23	02/13/2023	36107	AMAZON CAPITAL SERVICES	1MX4-Q4CF-	01-42-5210	Operating supplies	27.87
02/23	02/13/2023	36107	AMAZON CAPITAL SERVICES	1MXT-X6T4-	01-42-5210	Operating Supplies	47.86
02/23	02/13/2023	36107	AMAZON CAPITAL SERVICES	1TMJ-9G1G-	01-40-5200	Office supplies	115.65
	Total 36107:						590.56
02/23	02/13/2023	36108	ArchiveSocial, Inc	25941	01-49-5331	Social Media Archiving	3,137.40
	Total 36108:						3,137.40
02/23	02/13/2023	36109	AXON ENTERPRISES, INC.	INUS134921	01-42-5255	Bundle	241.87
	Total 36109:						241.87
02/23	02/13/2023	36110	Brakes Plus LLC	1428880735	01-42-5216	2020 Chev Tahoe Maint	17.62
02/23	02/13/2023	36110	Brakes Plus LLC	1429050129	01-42-5216	2021 Ford - 7144	85.29
02/23	02/13/2023	36110	Brakes Plus LLC	1429055479	01-42-5216	2019 Ford - 09684	85.29
02/23	02/13/2023	36110	Brakes Plus LLC	1429104907	01-42-5216	2019 Ford - 9528	255.58
02/23	02/13/2023	36110	Brakes Plus LLC	1429154157	01-42-5216	2019 Ford - 9528	85.29
	Total 36110:						529.07
02/23	02/13/2023	36111	BUCKEYE WELDING SUPPLY C	05075315	01-45-5369	Cylinder Rental	7.65

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
	Total 36111:						7.65
02/23	02/13/2023	36112	CARDMEMBER SERVICE	1368 012523	01-40-5330	Staff CPR Training Materials	165.00
02/23	02/13/2023	36112	CARDMEMBER SERVICE	1368 012523	01-49-5331	Adobe Subscription	599.88
02/23	02/13/2023	36112	CARDMEMBER SERVICE	1368 012523	01-49-5260	Rec Sign	1,313.72
02/23	02/13/2023	36112	CARDMEMBER SERVICE	1368 012523	01-49-5331	URL Subscription	35.00
02/23	02/13/2023	36112	CARDMEMBER SERVICE	1368 012523	01-49-5331	Mead Messenger Newsletter Subscriptio	20.00
02/23	02/13/2023	36112	CARDMEMBER SERVICE	1368 012523	01-49-5700	Staff Lunch	65.99
02/23	02/13/2023	36112	CARDMEMBER SERVICE	1368 012523	01-49-5349	Wellness Promo	2,113.56
02/23	02/13/2023	36112	CARDMEMBER SERVICE	1368 012523	01-49-5260	Basketball Supplies	1,109.92
02/23	02/13/2023	36112	CARDMEMBER SERVICE	1368 012523	01-49-5260	Rec Supplies	1,586.00
02/23	02/13/2023	36112	CARDMEMBER SERVICE	1368 012523	01-49-5349	Wellness Rewards	1,586.00
02/23	02/13/2023	36112	CARDMEMBER SERVICE	1368 012523	01-49-5349	Wellness Rewards	1,350.00
02/23	02/13/2023	36112	CARDMEMBER SERVICE	1368 012523	01-49-5260	Basketball Supplies	147.91
02/23	02/13/2023	36112	CARDMEMBER SERVICE	1368 012523	01-49-5330	CPR Training (credit to reclassify CPR cl	117.00-
02/23	02/13/2023	36112	CARDMEMBER SERVICE	1368 012523	01-49-5260	Basketball Supplies refund	113.90-
02/23	02/13/2023	36112	CARDMEMBER SERVICE	1368 012523	01-49-5330	CPR Training (reclassify CPR Class from	117.00
02/23	02/13/2023	36112	CARDMEMBER SERVICE	1368 012523	01-49-5260	Basketball Supplies	239.76
02/23	02/13/2023	36112	CARDMEMBER SERVICE	1368 012523	01-49-5349	Wellness subscription	140.00
02/23	02/13/2023	36112	CARDMEMBER SERVICE	1454 012523	01-43-5202	Large-scale Aerial Maps (x10)	500.00
02/23	02/13/2023	36112	CARDMEMBER SERVICE	1454 012523	01-43-5700	DRC Mtg	25.76
02/23	02/13/2023	36112	CARDMEMBER SERVICE	1454 012523	01-43-5700	DRC Mtg	25.89
02/23	02/13/2023	36112	CARDMEMBER SERVICE	1454 012523	01-43-5330	RMLUI Conf	461.00
02/23	02/13/2023	36112	CARDMEMBER SERVICE	3514 012523	01-40-5331	Subscription - Greeley Tribune	6.99
02/23	02/13/2023	36112	CARDMEMBER SERVICE	3514 012523	01-40-5331	Subscription - Coloradoan	14.99
02/23	02/13/2023	36112	CARDMEMBER SERVICE	5590 012520	01-47-5200	Office Supplies	139.78
02/23	02/13/2023	36112	CARDMEMBER SERVICE	5590 012520	01-47-5201	Computer for PMP Position	2,078.00
02/23	02/13/2023	36112	CARDMEMBER SERVICE	5590 012520	01-47-5331	ASCE - Membership Dues - Deputy Engi	280.00
02/23	02/13/2023	36112	CARDMEMBER SERVICE	5590 012520	01-47-5200	Laptop Case for Construction Inspector	57.41
02/23	02/13/2023	36112	CARDMEMBER SERVICE	5590 012520	01-47-5216	Mo. Car Wash Membership	12.00
02/23	02/13/2023	36112	CARDMEMBER SERVICE	6819 125202	01-42-5700	Hiring	36.10
02/23	02/13/2023	36112	CARDMEMBER SERVICE	6819 125202	01-42-5210	Tools	270.85
02/23	02/13/2023	36112	CARDMEMBER SERVICE	6819 125202	01-42-5330	Training	51.10
02/23	02/13/2023	36112	CARDMEMBER SERVICE	6819 125202	01-42-5700	Hiring	48.30
02/23	02/13/2023	36112	CARDMEMBER SERVICE	6819 125202	01-42-5210	Moving Boxes	31.62
02/23	02/13/2023	36112	CARDMEMBER SERVICE	7661 012523	01-42-5216	Fleet	48.95
02/23	02/13/2023	36112	CARDMEMBER SERVICE	7665 012520	06-47-5248	Emergency Sewer Repairs - 2nd & Dillin	581.76
02/23	02/13/2023	36112	CARDMEMBER SERVICE	7665 012520	04-44-5253	Fleetio - Re-occuring service fee	5.80
02/23	02/13/2023	36112	CARDMEMBER SERVICE	7665 012520	01-44-5203	Duluth - Clothing	398.69
02/23	02/13/2023	36112	CARDMEMBER SERVICE	7700 012523	01-40-5205	Postage	9.90
02/23	02/13/2023	36112	CARDMEMBER SERVICE	7700 012523	01-40-5700	New Hire	48.62
02/23	02/13/2023	36112	CARDMEMBER SERVICE	7700 012523	01-40-5700	Staff Mtg - HR	82.22
02/23	02/13/2023	36112	CARDMEMBER SERVICE	7700 012523	01-40-5205	Postage	9.90
02/23	02/13/2023	36112	CARDMEMBER SERVICE	7700 012523	01-40-5205	Postage	9.90
02/23	02/13/2023	36112	CARDMEMBER SERVICE	7700 012523	01-40-5205	Postage	9.90
02/23	02/13/2023	36112	CARDMEMBER SERVICE	7700 012523	01-40-5205	Postage	9.90
02/23	02/13/2023	36112	CARDMEMBER SERVICE	7700 012523	01-41-5700	BOT Mtg	99.57
02/23	02/13/2023	36112	CARDMEMBER SERVICE	7700 012523	01-41-5700	BOT Retreat	220.45
02/23	02/13/2023	36112	CARDMEMBER SERVICE	7700 012523	01-47-5700	BOT Retreat	64.42
02/23	02/13/2023	36112	CARDMEMBER SERVICE	7700 012523	01-40-5210	Pet License Tags	77.95
02/23	02/13/2023	36112	CARDMEMBER SERVICE	7700 012523	01-40-5205	Postage	9.90
02/23	02/13/2023	36112	CARDMEMBER SERVICE	7700 012523	01-40-5205	Postage	9.55
02/23	02/13/2023	36112	CARDMEMBER SERVICE	7700 012523	01-40-5205	Postage	9.90
02/23	02/13/2023	36112	CARDMEMBER SERVICE	7700 012523	01-40-5331	Denver Post Subscription	11.99
02/23	02/13/2023	36112	CARDMEMBER SERVICE	7700 012523	01-40-5205	Postage	9.90

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
02/23	02/13/2023	36112	CARDMEMBER SERVICE	7700 012523	01-40-5205	Postage	9.90
02/23	02/13/2023	36112	CARDMEMBER SERVICE	7700 012523	01-40-5331	Digital Subscription	9.00
02/23	02/13/2023	36112	CARDMEMBER SERVICE	8855 012523	01-42-5210	Shelving & wall handing materials	23.47
02/23	02/13/2023	36112	CARDMEMBER SERVICE	8855 012523	01-42-5201	Computer cables and power strips	86.74
02/23	02/13/2023	36112	CARDMEMBER SERVICE	8855 012523	01-42-5210	power strip	17.44
02/23	02/13/2023	36112	CARDMEMBER SERVICE	8855 012523	01-42-5201	Adobe subscription - BN yearly	23.88
02/23	02/13/2023	36112	CARDMEMBER SERVICE	8855 012523	01-42-5201	Adobe subscription - BN	12.99
02/23	02/13/2023	36112	CARDMEMBER SERVICE	8855 012523	01-42-5500	Packset mics	416.28
02/23	02/13/2023	36112	CARDMEMBER SERVICE	8855 012523	01-42-5210	NOLA camera build supplies	59.29
02/23	02/13/2023	36112	CARDMEMBER SERVICE	8855 012523	01-42-5700	Duplicate title for unit 4	9.15
02/23	02/13/2023	36112	CARDMEMBER SERVICE	8855 012523	01-42-5201	adobe subscription - MR	14.99
02/23	02/13/2023	36112	CARDMEMBER SERVICE	8855 012523	01-42-5210	Cell phone accessories	113.44
Total 36112:							16,924.37
02/23	02/13/2023	36113	CASELLE	122734	01-40-5201	Support	816.20
02/23	02/13/2023	36113	CASELLE	122734	01-42-5201	Support	148.40
02/23	02/13/2023	36113	CASELLE	122734	01-48-5201	Support	148.40
02/23	02/13/2023	36113	CASELLE	122734	06-40-5201	Support	371.00
Total 36113:							1,484.00
02/23	02/13/2023	36114	CDPHE	WB23113419	06-47-5393	Annl Pre-Trmt fee permit C00046876 Fac	77.00
Total 36114:							77.00
02/23	02/13/2023	36115	Challenger Teamwear LLC	1180245	01-49-5260	Soccer & Volleyball	3,177.78
Total 36115:							3,177.78
02/23	02/13/2023	36116	City of Loveland	10168601	01-42-5330	Training 12-5 & 12-12-2022	400.00
Total 36116:							400.00
02/23	02/13/2023	36117	Colorado Association of School R	01375	01-42-5331	Member app - AS	25.00
02/23	02/13/2023	36117	Colorado Association of School R	01376	01-42-5331	Member App - TB	25.00
Total 36117:							50.00
02/23	02/13/2023	36118	CPRA	555	01-49-5331	Dues	405.00
Total 36118:							405.00
02/23	02/13/2023	36119	CREATIVE CULTURE INSIGNIA,	9913	01-42-5210	Operating Supplies	882.00
Total 36119:							882.00
02/23	02/13/2023	36120	David Jay Thrower	281	01-48-5040	Municipal court judge Jan 2023	1,500.00
Total 36120:							1,500.00
02/23	02/13/2023	36121	DELUXE	2052997765	01-40-5200	Checks	473.42
Total 36121:							473.42
02/23	02/13/2023	36122	Denali Water Solutions LLc	INV385570	06-47-5231	Sludge Disposal	912.31

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
02/23	02/13/2023	36122	Denali Water Solutions LLc	INV387541	06-47-5231	Sludge Disposal	912.24
	Total 36122:						1,824.55
02/23	02/13/2023	36123	DRCOG	024310	01-40-5331	Pm Dues FY 2022/2023 (2nd half)	850.00
	Total 36123:						850.00
02/23	02/13/2023	36124	DYNAMIC DESIGNS PRINTING,	53924	01-49-5262	Event Postcard	1,262.79
	Total 36124:						1,262.79
02/23	02/13/2023	36125	FASTENAL	COLON9980	01-45-5216	Parks-Mowers	27.92
	Total 36125:						27.92
02/23	02/13/2023	36126	Forge Signworks LLC	23	09-50-5511	Vinyl for sign	350.00
	Total 36126:						350.00
02/23	02/13/2023	36127	FRONTIER SELF STORAGE	030123	01-40-5700	Storage - March 2023	100.00
	Total 36127:						100.00
02/23	02/13/2023	36128	GCR TIRES & SERVICES	757-103754	01-44-5216	Tire Repair	312.70
	Total 36128:						312.70
02/23	02/13/2023	36129	GRC Consulting Inc	12298	01-44-5360	Street sweeping	2,520.00
	Total 36129:						2,520.00
02/23	02/13/2023	36130	HOME DEPOT CREDIT SERVIC	2769 012023	01-47-5215	2013000	42.98
02/23	02/13/2023	36130	HOME DEPOT CREDIT SERVIC	2769 012023	01-47-5210	2013000	22.74
02/23	02/13/2023	36130	HOME DEPOT CREDIT SERVIC	2769 012023	01-47-5215	14746	111.70
	Total 36130:						177.42
02/23	02/13/2023	36131	Invision GIS, LLC	2161	04-44-5201	Streets	222.50
02/23	02/13/2023	36131	Invision GIS, LLC	2161	01-43-5201	Community Development	533.75
	Total 36131:						756.25
02/23	02/13/2023	36132	JARVIS	5713	01-49-5260	Rec Software Fees	410.00
	Total 36132:						410.00
02/23	02/13/2023	36133	JVA INCORPORATED	106092	06-40-5405	TOM - Wastewater On-Call	675.00
02/23	02/13/2023	36133	JVA INCORPORATED	106094	06-47-5557	WWTF	1,360.00
02/23	02/13/2023	36133	JVA INCORPORATED	106129	06-47-5557	WWTF	1,015.00
02/23	02/13/2023	36133	JVA INCORPORATED	106274	01-02-2615	Rangeview Estate (270)	168.00
02/23	02/13/2023	36133	JVA INCORPORATED	106275	01-02-2615	Agfinity (282)	84.00
02/23	02/13/2023	36133	JVA INCORPORATED	106276	01-02-2615	Liberty Ranch (320)	168.00
02/23	02/13/2023	36133	JVA INCORPORATED	106277	01-02-2615	Turion (277)	252.00
02/23	02/13/2023	36133	JVA INCORPORATED	106279	09-51-5500	TOM - Community Center	75.60
02/23	02/13/2023	36133	JVA INCORPORATED	106280	01-02-2615	Elevation 25 (Maan Farms - 296)	252.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
02/23	02/13/2023	36133	JVA INCORPORATED	106282	01-02-2615	Quik Trip (294)	168.00
02/23	02/13/2023	36133	JVA INCORPORATED	106284	01-02-2615	Frogger (301)	168.00
02/23	02/13/2023	36133	JVA INCORPORATED	106289	01-02-2615	Postle (292)	200.00
02/23	02/13/2023	36133	JVA INCORPORATED	106290	01-02-2615	Buffalo Highlands (321)	504.00
02/23	02/13/2023	36133	JVA INCORPORATED	106291	01-02-2615	Specialty Products Admin (322)	84.00
02/23	02/13/2023	36133	JVA INCORPORATED	106292	01-02-2615	Highland Drive	420.00
02/23	02/13/2023	36133	JVA INCORPORATED	106293	01-02-2615	17790 CR 7 (Shiers) (327)	168.00
02/23	02/13/2023	36133	JVA INCORPORATED	106294	01-02-2615	Homerun Heating (32*)	168.00
02/23	02/13/2023	36133	JVA INCORPORATED	106295	01-02-2615	Lighthouse Storage (330)	168.00
02/23	02/13/2023	36133	JVA INCORPORATED	106296	01-02-2615	Mead Place (45)	252.00
02/23	02/13/2023	36133	JVA INCORPORATED	106297	01-02-2615	Red Barn Annex (298)	420.00
02/23	02/13/2023	36133	JVA INCORPORATED	106299-1	01-47-5405	TOM - General Engineering Services	971.90
Total 36133:							7,741.50
02/23	02/13/2023	36134	Kimball Midwest	100701863	01-45-5210	Shop Supplies	825.66
Total 36134:							825.66
02/23	02/13/2023	36135	KLEEN-TECH SERVICES CORP	INVG001228	01-40-5050	Janitorial Services - Jan 2023	677.54
02/23	02/13/2023	36135	KLEEN-TECH SERVICES CORP	INVG001228	01-47-5050	Janitorial Services - Jan 2023	746.00
02/23	02/13/2023	36135	KLEEN-TECH SERVICES CORP	INVG001228	01-42-5050	Janitorial Services - Jan 2023	403.46
02/23	02/13/2023	36135	KLEEN-TECH SERVICES CORP	INVG001228	01-42-5050	Janitorial Services - Jan 2023	426.12
Total 36135:							2,253.12
02/23	02/13/2023	36136	KONICA MINOLTA BUSINESS S	284846617	01-40-5315	Copies	162.60
Total 36136:							162.60
02/23	02/13/2023	36137	KRISTIN NORDECK BROWN P.C	02012023	01-48-5040	Judge - Jan 2023	590.00
Total 36137:							590.00
02/23	02/13/2023	36138	LEXIPOL, LLC	INVLEX1386	01-42-5331	Law Enforcement Policy Manual - 2023	3,453.11
Total 36138:							3,453.11
02/23	02/13/2023	36139	LexisNexis Risk Data Manageme	1744597-022	01-42-5331	Lumen Subscription Fee - 2023	1,375.00
Total 36139:							1,375.00
02/23	02/13/2023	36140	LITTLE THOMPSON WATER DIS	1003301 1/2	01-47-5305	1341 WC 34	198.66
02/23	02/13/2023	36140	LITTLE THOMPSON WATER DIS	607001 1/20/	06-47-5305	5423 WC 32	30.32
02/23	02/13/2023	36140	LITTLE THOMPSON WATER DIS	618801 1/20/	01-45-5305	150 Main St	32.85
02/23	02/13/2023	36140	LITTLE THOMPSON WATER DIS	619202 1/20/	01-45-5305	401 3rd St	30.32
02/23	02/13/2023	36140	LITTLE THOMPSON WATER DIS	620201 1/20/	01-45-5305	2700 WC 34.5	78.89
02/23	02/13/2023	36140	LITTLE THOMPSON WATER DIS	621801 1/20/	01-45-5305	190 1st St	78.89
02/23	02/13/2023	36140	LITTLE THOMPSON WATER DIS	622501 1/20/	01-45-5305	365 Welker	32.85
02/23	02/13/2023	36140	LITTLE THOMPSON WATER DIS	624409 1/20/	01-42-5305	201 Welker	33.03
02/23	02/13/2023	36140	LITTLE THOMPSON WATER DIS	650402 1/20	01-40-5305	242 Main St	30.32
02/23	02/13/2023	36140	LITTLE THOMPSON WATER DIS	657602 1/20/	06-47-5305	4504 E Welker	50.50
02/23	02/13/2023	36140	LITTLE THOMPSON WATER DIS	657701 1/20/	01-45-5305	156 Eagle	41.74
02/23	02/13/2023	36140	LITTLE THOMPSON WATER DIS	657801 1/20/	01-42-5305	537 Main Police	73.11
02/23	02/13/2023	36140	LITTLE THOMPSON WATER DIS	657901 1/20/	01-45-5305	16775 North Creek	95.53
02/23	02/13/2023	36140	LITTLE THOMPSON WATER DIS	658001 1/20/	01-45-5305	441 3rd St (6580)	95.53

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
02/23	02/13/2023	36140	LITTLE THOMPSON WATER DIS	658101 1/20/	01-45-5305	10 Fairburn	32.85
02/23	02/13/2023	36140	LITTLE THOMPSON WATER DIS	658201 1/20/	01-40-5305	441 3rd St	38.22
	Total 36140:						973.61
02/23	02/13/2023	36141	MAIN STREET MAT COMPANY	148869	01-47-5210	Mat svs	85.71
02/23	02/13/2023	36141	MAIN STREET MAT COMPANY	153084	01-47-5210	Mat svs	85.71
02/23	02/13/2023	36141	MAIN STREET MAT COMPANY	154937	01-40-5210	Mat svs	65.50
02/23	02/13/2023	36141	MAIN STREET MAT COMPANY	154938	01-42-5210	Mat svs	63.60
02/23	02/13/2023	36141	MAIN STREET MAT COMPANY	154940	01-47-5210	Mat svs	11.59
	Total 36141:						312.11
02/23	02/13/2023	36142	Mamie Roberts	14.01 12423	99-01-1075	Refund overpayment. Account 14.01	43.52
	Total 36142:						43.52
02/23	02/13/2023	36143	MASTER AUTO GLASS, INC.	1-20363	01-42-5216	Windshield Repairs-2018 Ford (7976)	80.00
	Total 36143:						80.00
02/23	02/13/2023	36144	Minuteman Press	6432	01-48-5700	Business Cards - AM	53.30
02/23	02/13/2023	36144	Minuteman Press	6432	01-45-5210	Business Cards - CW	53.30
02/23	02/13/2023	36144	Minuteman Press	6432	01-40-5202	Business Cards - DR	53.30
02/23	02/13/2023	36144	Minuteman Press	6432	04-44-5210	Business Cards - MW	53.54
02/23	02/13/2023	36144	Minuteman Press	6432	01-49-5202	Business Cards - KN	53.54
	Total 36144:						266.98
02/23	02/13/2023	36145	MJT Communications	13744	01-42-5201	Computer - PD	1,280.20
	Total 36145:						1,280.20
02/23	02/13/2023	36146	MOUNTAIN CONSTRUCTORS, I	2R1 - CO	14-40-5564	North Creek Culvert Repairs - CO	18,033.27
02/23	02/13/2023	36146	MOUNTAIN CONSTRUCTORS, I	2R1 - CO	14-02-2005	North Creek Culvert Repairs - CO	901.66-
	Total 36146:						17,131.61
02/23	02/13/2023	36147	MOUNTAIN CONSTRUCTORS, I	2R1 01.24.23	14-40-5564	North Creek Culvert Repair	27,246.54
02/23	02/13/2023	36147	MOUNTAIN CONSTRUCTORS, I	2R1 01.24.23	14-02-2005	North Creek Culvert Repair	1,362.33-
	Total 36147:						25,884.21
02/23	02/13/2023	36148	Nectar HR	12200	01-49-5349	Wellness Rewards	60.00
	Total 36148:						60.00
02/23	02/13/2023	36149	Norma Owen Estate	329.01 0124	99-01-1075	Refund overpayment. Account 329.01	6.18
	Total 36149:						6.18
02/23	02/13/2023	36150	Paulette Dolin	020	01-49-5265	Sr Exercise - Jan	420.00
	Total 36150:						420.00
02/23	02/13/2023	36151	Precision Employment Consulting	01312023	01-40-5401	Consulting - Jan	10,945.49

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
02/23	02/13/2023	36151	Precision Employment Consulting	01312023	06-40-5401	Consulting - Jan	587.33
02/23	02/13/2023	36151	Precision Employment Consulting	01312023	20-40-5401	Consulting - Jan	404.68
Total 36151:							11,937.50
02/23	02/13/2023	36152	Professional Management System	84745	01-40-5401	Consultant - Jan 2023	7,430.00
02/23	02/13/2023	36152	Professional Management System	84745	06-40-5401	Consultant - Jan 2023	928.75
02/23	02/13/2023	36152	Professional Management System	84745	20-40-5401	Consultant - Jan 2023	928.75
Total 36152:							9,287.50
02/23	02/13/2023	36153	RAMEY ENVIRONMENTAL COM	25074	06-47-5390	Maintenance & Repairs	6,892.86
02/23	02/13/2023	36153	RAMEY ENVIRONMENTAL COM	25077	06-47-5396	Raterink	735.00
02/23	02/13/2023	36153	RAMEY ENVIRONMENTAL COM	25111	06-47-5390	Wastewater svs	5,195.16
02/23	02/13/2023	36153	RAMEY ENVIRONMENTAL COM	25111	06-47-5391	Lab Services	184.32
02/23	02/13/2023	36153	RAMEY ENVIRONMENTAL COM	25111	06-47-5215	Facility Operator	878.93
02/23	02/13/2023	36153	RAMEY ENVIRONMENTAL COM	25157	06-47-5390	Repairs	2,148.12
Total 36153:							16,034.39
02/23	02/13/2023	36154	Saela Pest Control	77658	01-47-5215	Pest Watch Svs	149.00
Total 36154:							149.00
02/23	02/13/2023	36155	Safebuilt	0095868-IN	01-43-5460	Plan Review/ Permit Inspection - Jan 202	28,065.66
Total 36155:							28,065.66
02/23	02/13/2023	36156	Safety and Construction Supply	8829-IN	09-50-5511	Cabinet	179.98
Total 36156:							179.98
02/23	02/13/2023	36157	TDS	0014762 012	01-42-5325	Internet - Feb 2023	132.45
Total 36157:							132.45
02/23	02/13/2023	36158	THE HARTFORD-GROUP BENE	9247091400	01-40-5066	STD / LTD Insurance	167.08
02/23	02/13/2023	36158	THE HARTFORD-GROUP BENE	9247091400	01-41-5066	STD / LTD Insurance	10.14
02/23	02/13/2023	36158	THE HARTFORD-GROUP BENE	9247091400	01-42-5066	STD / LTD Insurance	342.26
02/23	02/13/2023	36158	THE HARTFORD-GROUP BENE	9247091400	01-43-5066	STD / LTD Insurance	143.51
02/23	02/13/2023	36158	THE HARTFORD-GROUP BENE	9247091400	04-44-5066	STD / LTD Insurance	152.87
02/23	02/13/2023	36158	THE HARTFORD-GROUP BENE	9247091400	01-45-5066	STD / LTD Insurance	167.58
02/23	02/13/2023	36158	THE HARTFORD-GROUP BENE	9247091400	01-47-5066	STD / LTD Insurance	241.99
02/23	02/13/2023	36158	THE HARTFORD-GROUP BENE	9247091400	01-48-5066	STD / LTD Insurance	10.14
02/23	02/13/2023	36158	THE HARTFORD-GROUP BENE	9247091400	01-49-5066	STD / LTD Insurance	45.97
02/23	02/13/2023	36158	THE HARTFORD-GROUP BENE	9247091400	06-40-5066	STD / LTD Insurance	103.88
02/23	02/13/2023	36158	THE HARTFORD-GROUP BENE	9247091400	20-40-5066	STD / LTD Insurance	85.01
Total 36158:							1,470.43
02/23	02/13/2023	36159	TOWN OF FREDERICK	INV00230	01-42-5210	Victim Assistance Services - 2022	6,847.17
Total 36159:							6,847.17
02/23	02/13/2023	36160	TOWN OF MEAD	31.11 1.2023	01-42-5305	201 Welker Sewer	43.52
02/23	02/13/2023	36160	TOWN OF MEAD	338.01 1.202	01-40-5305	Town Hall Sewer	57.54

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
02/23	02/13/2023	36160	TOWN OF MEAD	453.01 1.202	01-42-5305	PD Sewer (535 Main St)	75.33
02/23	02/13/2023	36160	TOWN OF MEAD	478.02 1.202	01-40-5305	242 Main St	47.88
02/23	02/13/2023	36160	TOWN OF MEAD	566.02 1.202	01-45-5305	Bean Plant Sewer (401 Third St)	47.88
02/23	02/13/2023	36160	TOWN OF MEAD	630.04 1.202	01-40-5305	505 3rd St Sewer	43.52
Total 36160:							315.67
02/23	02/13/2023	36161	TRACTOR SUPPLY CREDIT PLA	9125 012023	04-44-5216	9846279508	150.84
02/23	02/13/2023	36161	TRACTOR SUPPLY CREDIT PLA	9125 012023	01-47-5210	9910634014	53.94
02/23	02/13/2023	36161	TRACTOR SUPPLY CREDIT PLA	9125 012023	01-47-5215	9910634014	125.96
02/23	02/13/2023	36161	TRACTOR SUPPLY CREDIT PLA	9125 012023	04-44-5216	9910634014	124.97
02/23	02/13/2023	36161	TRACTOR SUPPLY CREDIT PLA	9125 012023	01-42-5215	9910475332 - PD Smoke Alarm	32.97
02/23	02/13/2023	36161	TRACTOR SUPPLY CREDIT PLA	9125 012023	04-44-5216	9910475332	158.89
02/23	02/13/2023	36161	TRACTOR SUPPLY CREDIT PLA	9125 012023	01-44-5216	9846049952	171.82
02/23	02/13/2023	36161	TRACTOR SUPPLY CREDIT PLA	9125 012023	01-44-5216	9845846034	106.40
02/23	02/13/2023	36161	TRACTOR SUPPLY CREDIT PLA	9125 012023	01-47-5210	9910236194	17.95
02/23	02/13/2023	36161	TRACTOR SUPPLY CREDIT PLA	9125 012023	01-44-5216	9910236194	124.98
02/23	02/13/2023	36161	TRACTOR SUPPLY CREDIT PLA	9125 012023	01-44-5255	9910236194	80.97
Total 36161:							1,149.69
02/23	02/13/2023	36162	Tradesman Elevator	10565	01-40-5215	Elev Maint - July 2022	175.00
02/23	02/13/2023	36162	Tradesman Elevator	10673	01-40-5215	TH Elev Maint - Oct. 2022	175.00
02/23	02/13/2023	36162	Tradesman Elevator	10714	01-40-5215	TH Elev Maint - Dec 2022	175.00
02/23	02/13/2023	36162	Tradesman Elevator	10771	01-40-5215	TH Elev Maint - Jan 2023	180.25
Total 36162:							705.25
02/23	02/13/2023	36163	TRIDENT SECURITY SYSTEMS	27369	01-47-5305	PW Monitoring - 2/1 to 4/30/2023	105.00
Total 36163:							105.00
02/23	02/13/2023	36164	Ultimate Training Munitions INC	215553	01-42-5255	Training	1,372.46
02/23	02/13/2023	36164	Ultimate Training Munitions INC	215553	01-42-5255	Sales tax adj	76.46-
Total 36164:							1,296.00
02/23	02/13/2023	36165	UNITED POWER	61303 01182	01-45-5305	17029 CR 5	10.25
02/23	02/13/2023	36165	UNITED POWER	88601 01182	04-44-5305	Streetlights	2,810.20
Total 36165:							2,820.45
02/23	02/13/2023	36166	University Auto Parts, Inc	256185	04-44-5210	Operating Supplies	176.66
02/23	02/13/2023	36166	University Auto Parts, Inc	256371	04-44-5216	Maintenance	55.96
Total 36166:							232.62
02/23	02/13/2023	36167	VALLEY HEATING & AIR CONDI	23-48405	01-40-5215	HVAC Prev. Maint.	867.55
Total 36167:							867.55
02/23	02/13/2023	36168	VARI Sales Corporation	90888201	01-42-5700	Desk - PD Admin	1,672.65
Total 36168:							1,672.65
02/23	02/13/2023	36169	WELD COUNTY TREASURER	R4729086 20	09-51-5500	Parcel 120709412001 - Main St Pkg Lot	381.20

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount	
02/23	02/13/2023	36169	WELD COUNTY TREASURER	R8977698 20	01-43-5411	Parcel 120711100001 - 9.5 ROW Postle	11.76	
02/23	02/13/2023	36169	WELD COUNTY TREASURER	R8977701 20	01-43-5411	Parcel 120711200001 - ROW 36 Postle	167.30	
02/23	02/13/2023	36169	WELD COUNTY TREASURER	R8978615 20	01-43-5411	Parcel 120709412005 - Agfinity ROW	1,079.54	
	Total 36169:						1,639.80	
02/23	02/13/2023	36170	WORKWELL OCCUPATIONAL M	721261	01-42-5075	New Hire - MM	36.00	
	Total 36170:						36.00	
02/23	02/13/2023	36171	YourMembership.com Inc	R61823541	01-49-5075	Job Posting	129.00	
	Total 36171:						129.00	
01/23	01/31/2023	10923106	TDS	6545 121922	01-40-5325	Internet	457.30-	V
	Total 10923106:						457.30-	
02/23	02/13/2023	21323100	Void Check					V
	Total 21323100:						.00	
02/23	02/13/2023	21323101	CEBT	INV 0053522	01-02-2310	Health Insurance	40,659.58	
02/23	02/13/2023	21323101	CEBT	INV 0053522	06-02-2310	Health Insurance	1,993.11	
02/23	02/13/2023	21323101	CEBT	INV 0053522	20-02-2310	Health Insurance	2,079.39	
	Total 21323101:						44,732.08	
02/23	02/13/2023	21323102	CENTURY LINK	0831 012523	01-40-5300	TH Fax	69.98	
02/23	02/13/2023	21323102	CENTURY LINK	4770 012523	01-42-5300	PD Fax	67.04	
	Total 21323102:						137.02	
02/23	02/13/2023	21323103	Fusion Cloud Company	9631317	01-40-5300	Phone Bill - Feb.	268.51	
	Total 21323103:						268.51	
02/23	02/13/2023	21323104	The Pitney Bowes Bank Inc	1223 01.16.2	01-40-5205	Postage	199.71	
	Total 21323104:						199.71	
02/23	02/13/2023	21323105	TRACTOR SUPPLY CREDIT PLA	9125 122122	01-44-5210	Operating Supplies	29.66	
	Total 21323105:						29.66	
02/23	02/13/2023	21323106	UNITED POWER	92015 11823	01-42-5305	201 Welker	47.37	
	Total 21323106:						47.37	
02/23	02/13/2023	21323107	XCEL ENERGY	813050277	01-42-5305	PD - 537 4th St.	1,023.00	
02/23	02/13/2023	21323107	XCEL ENERGY	813162790	01-47-5305	1341 CR 34	1,387.38	
02/23	02/13/2023	21323107	XCEL ENERGY	813176695	01-42-5305	201 S Welker St - Natural Gas	265.02	
02/23	02/13/2023	21323107	XCEL ENERGY	813178689	01-40-5305	TH	275.83	
	Total 21323107:						2,951.23	

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount	
02/23	02/13/2023	21323108	Xpress Bill Pay	71293	06-40-5701	Credit Card Trans Fess - Jan	547.48	
02/23	02/13/2023	21323108	Xpress Bill Pay	71293	01-40-5201	Implement Bus Lic/AR	1,000.00	
	Total 21323108:						1,547.48	
02/23	02/13/2023	21323109	Void Check					V
	Total 21323109:						.00	
02/23	02/08/2023	21323110	BSN SPORTS LLC	919043984	01-49-5260	Jerseys	699.50-	V
02/23	02/13/2023	21323110	BSN SPORTS LLC	919043984	01-49-5260	Jerseys	699.50	
	Total 21323110:						.00	
02/23	02/08/2023	21323111	Pitney Bowes Inc	1022236073	01-40-5205	ink & sealer for machine - repurchase	110.48-	V
02/23	02/13/2023	21323111	Pitney Bowes Inc	1022236073	01-40-5205	ink & sealer for machine - repurchase	110.48	
	Total 21323111:						.00	
	Grand Totals:						237,356.29	

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-02-2000	1,634.81	161,324.65-	159,689.84-
01-02-2310	40,659.58	.00	40,659.58
01-02-2615	3,644.00	.00	3,644.00
01-40-5050	677.54	.00	677.54
01-40-5066	167.08	.00	167.08
01-40-5200	589.07	.00	589.07
01-40-5201	1,816.20	.00	1,816.20
01-40-5202	53.30	.00	53.30
01-40-5205	408.84	110.48-	298.36
01-40-5210	143.45	.00	143.45
01-40-5215	1,572.80	.00	1,572.80
01-40-5300	338.49	.00	338.49
01-40-5305	493.31	.00	493.31
01-40-5315	162.60	.00	162.60
01-40-5325	914.60	457.30-	457.30
01-40-5330	165.00	.00	165.00
01-40-5331	892.97	.00	892.97
01-40-5401	18,375.49	.00	18,375.49
01-40-5700	230.84	.00	230.84
01-40-5705	55.02	.00	55.02
01-41-5066	10.14	.00	10.14
01-41-5700	320.02	.00	320.02
01-42-5050	829.58	.00	829.58
01-42-5066	342.26	.00	342.26
01-42-5075	36.00	.00	36.00
01-42-5201	1,567.20	.00	1,567.20
01-42-5210	8,384.61	.00	8,384.61
01-42-5215	32.97	.00	32.97
01-42-5216	658.02	.00	658.02

GL Account	Debit	Credit	Proof
01-42-5254	266.29	.00	266.29
01-42-5255	1,614.33	76.46-	1,537.87
01-42-5300	67.04	.00	67.04
01-42-5305	1,560.38	.00	1,560.38
01-42-5325	132.45	.00	132.45
01-42-5330	451.10	.00	451.10
01-42-5331	4,878.11	.00	4,878.11
01-42-5500	416.28	.00	416.28
01-42-5700	1,915.83	.00	1,915.83
01-43-5066	143.51	.00	143.51
01-43-5201	533.75	.00	533.75
01-43-5202	500.00	.00	500.00
01-43-5330	461.00	.00	461.00
01-43-5411	1,258.60	.00	1,258.60
01-43-5460	28,065.66	.00	28,065.66
01-43-5700	51.65	.00	51.65
01-44-5203	398.69	.00	398.69
01-44-5210	29.66	.00	29.66
01-44-5216	715.90	.00	715.90
01-44-5255	80.97	.00	80.97
01-44-5360	2,520.00	.00	2,520.00
01-45-5066	167.58	.00	167.58
01-45-5210	878.96	.00	878.96
01-45-5216	27.92	.00	27.92
01-45-5305	577.58	.00	577.58
01-45-5369	7.65	.00	7.65
01-47-5050	746.00	.00	746.00
01-47-5066	241.99	.00	241.99
01-47-5200	197.19	.00	197.19
01-47-5201	2,078.00	.00	2,078.00
01-47-5210	736.99	60.17-	676.82
01-47-5215	429.64	.00	429.64
01-47-5216	12.00	.00	12.00
01-47-5305	1,691.04	.00	1,691.04
01-47-5315	86.05	.00	86.05
01-47-5331	280.00	.00	280.00
01-47-5405	971.90	.00	971.90
01-47-5700	64.42	.00	64.42
01-48-5040	2,090.00	.00	2,090.00
01-48-5066	10.14	.00	10.14
01-48-5201	148.40	.00	148.40
01-48-5700	53.30	.00	53.30
01-49-5066	45.97	.00	45.97
01-49-5075	129.00	.00	129.00
01-49-5202	53.54	.00	53.54
01-49-5260	8,684.59	813.40-	7,871.19
01-49-5262	1,262.79	.00	1,262.79
01-49-5265	420.00	.00	420.00
01-49-5330	117.00	117.00-	.00
01-49-5331	4,197.28	.00	4,197.28
01-49-5349	5,249.56	.00	5,249.56
01-49-5700	65.99	.00	65.99
04-02-2000	.00	3,936.25-	3,936.25-
04-44-5066	152.87	.00	152.87
04-44-5201	222.50	.00	222.50
04-44-5210	230.20	.00	230.20
04-44-5216	490.66	.00	490.66

GL Account	Debit	Credit	Proof
04-44-5253	5.80	.00	5.80
04-44-5305	2,810.20	.00	2,810.20
04-44-5364	24.02	.00	24.02
06-02-2000	.00	26,180.07-	26,180.07-
06-02-2310	1,993.11	.00	1,993.11
06-40-5066	103.88	.00	103.88
06-40-5201	371.00	.00	371.00
06-40-5401	1,516.08	.00	1,516.08
06-40-5405	675.00	.00	675.00
06-40-5701	547.48	.00	547.48
06-47-5215	878.93	.00	878.93
06-47-5231	1,824.55	.00	1,824.55
06-47-5248	581.76	.00	581.76
06-47-5305	80.82	.00	80.82
06-47-5390	14,236.14	.00	14,236.14
06-47-5391	184.32	.00	184.32
06-47-5393	77.00	.00	77.00
06-47-5396	735.00	.00	735.00
06-47-5557	2,375.00	.00	2,375.00
09-02-2000	.00	986.78-	986.78-
09-50-5511	529.98	.00	529.98
09-51-5500	456.80	.00	456.80
14-02-2000	2,263.99	45,279.81-	43,015.82-
14-02-2005	.00	2,263.99-	2,263.99-
14-40-5564	45,279.81	.00	45,279.81
20-02-2000	.00	3,497.83-	3,497.83-
20-02-2310	2,079.39	.00	2,079.39
20-40-5066	85.01	.00	85.01
20-40-5401	1,333.43	.00	1,333.43
99-01-1001	.00	.00	.00
99-01-1075	49.70	.00	49.70
99-02-2000	.00	49.70-	49.70-
Grand Totals:	245,153.89	245,153.89-	.00

Report Criteria:
Report type: GL detail

Agenda Item Summary

MEETING DATE:	February 13, 2023
SUBJECT:	**Resolution No. 11-R-2023** – A Resolution of the Town of Mead, Colorado, Approving a Change Order to the Construction Agreement with Mountain Constructors, Inc. Concerning Construction of the North Creek Culvert Repair Project
PRESENTED BY:	Robyn Brown, Deputy Town Engineer

SUMMARY

In September 2022, the Town of Mead awarded a contract to Mountain Constructors, Inc. to construct improvements to the North Creek channel and the culvert crossing at West View Drive, including reconstruction of the wingwalls and headwalls, channel regrading, roadway drainage improvements, and installation of sedimentation basins. The Town subsequently requested additional work from the contractor, including additional concrete and rebar for the wingwalls, headwalls, and sedimentation slabs; riprap protection of a storm drainage outlet pipe; and extension of the channel regrading downstream of the original project area.

The original contract amount for the project was $150,209. Costs for the additional work were proposed in one change order with 8 separate items, with a combined total $18,033.27. This is a change of 12% of the original contract amount and exceeds the threshold for which the Town Manager has approval authority. Staff is requesting Board approval for this change order. A summary of the items included in the change order is below:

Item #1	Headwalls and wingwalls extended on both sides – *to accommodate installation of railing at the top of the walls*	$1,340.48
Item #2	18” storm pipe – *added riprap and a flared end section to a storm pipe that was unknown at the time of design*	$4,027.90
Item #3	Structural base – *added 1” crushed stone under the sedimentation basin slabs to stabilize soft subgrade*	$1,664.93
Item #4	Concrete toe – *added concrete toe/cutoff wall to sedimentation basin slabs to provide additional stability*	$1,256.48
Item #5	VL and Class 1 – *added riprap to the upstream and downstream ends of the sedimentation basin slabs*	$3,241.93
Item #6	Dredging and exporting – *extended the project limits approximately 150-ft downstream to provide better function to the stream*	$1,507.75
Item #7	Site grading – *grading for the area in Item #6*	$2,250.00
Item #8	Added rebar in concrete liners – *not originally included in design*	$2,743.80
	TOTAL	$18,033.27

This change order also extends the Final Completion date of the project to May 15, 2023, to accommodate contractor's time lost due to weather delays and allow for construction and completion of final punchlist items.

FINANCIAL CONSIDERATIONS

This request for approval of Change Order #1 is for an amount not to exceed $18,033.27. The 2022 approved budget identified $100,000 for this Capital Outlay project through the Transportation Fund (14-40-5564). While the cost of the project is greater than the amount budgeted for the project, there are sufficient funds in the Transportation Fund to cover this cost because the Transportation Fund has seen significant Capital Outlay savings through a $160,000 grant received for bridge design.

Original Contract Amount	$ 150,209.00	
Change Order #1	$ 18,033.27	12% of Original Contract Amount
Revised Contract Amount	$ 168,242.27	

STAFF RECOMMENDATION/ACTION REQUIRED

This item is included on the consent agenda for the February 13, 2023, regular meeting. A motion to approve the consent agenda will approve the Resolution (which in turn approves Change Order #1). If this item is removed from the consent agenda for questions by the Trustees, Town Staff recommends the following motion (for approval):

Suggested Motion:

> "I move to adopt Resolution No. 11-R-2023, A Resolution of the Town of Mead, Colorado, Approving a Change Order to the Construction Agreement with Mountain Constructors, Inc. Concerning Construction of the North Creek Culvert Repair Project, <u>in an amount not to exceed $18,033.27 and bringing the revised contract total for the Project to $168,242.27</u>."

ATTACHMENTS

Resolution No. 11-R-2023
Change Order #1

TOWN OF MEAD, COLORADO
RESOLUTION NO. 11-R-2023

A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING A CHANGE ORDER TO THE CONSTRUCTION AGREEMENT WITH MOUNTAIN CONSTRUCTORS, INC. CONCERNING CONSTRUCTION OF THE NORTH CREEK CULVERT REPAIR PROJECT

WHEREAS, the Town of Mead and Mountain Constructors, Inc., a Colorado corporation ("Contractor"), entered into that certain Construction Agreement dated September 12, 2022 ("Agreement") for the construction of the North Creek Culvert Repair Project ("Project"); and

WHEREAS, the Town and Contractor desire to amend the Contract through Change Order 1 ("Change Order 1"), a copy of which is attached to this Resolution as **Exhibit 1**, in order to account for the cost of and time needed to complete additional necessary work that was requested by the Town, inadvertently omitted from the original bid package, or unknown at the time of design; and

WHEREAS, pursuant to the Town's purchasing policy, the Board of Trustees is required to approve change orders that increase the Contract Price over ten percent (10%) of the original Contract Price; and

WHEREAS, the approval of Change Order 1 will increase the total cost for the Project to twelve percent (12%) of the Agreement's original Contract Price; and

WHEREAS, the Board of Trustees desires to approve Change Order 1 in an amount not to exceed $18,033.27, bring the revised total Contract Price to $168,242.27, extend the term of the Agreement through May 15, 2023, and authorize the Town Manager and Town Engineer to execute Change Order 1 on behalf of the Town.

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

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

Section 2. The Board of Trustees hereby: (a) approves Change Order 1 in substantially the same form as is attached hereto as **Exhibit 1**; and (b) delegates authority to the Town Manager and Town Engineer to execute Change Order 1.

Section 3. **Effective Date**. This Resolution is effective immediately upon adoption.

Section 4. **Repealer**. All resolutions or parts of resolutions in conflict with this Resolution are repealed.

Section 5. **Certification**. The Town Clerk shall certify the passage of this Resolution and make at least one copy of the adopted Resolution available for inspection by the public during regular business hours.

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

ATTEST:

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

TOWN OF MEAD

By:____________________________________
Colleen G. Whitlow, Mayor

Attachment(s):

Exhibit 1 – Change Order 1

CHANGE ORDER

PROJECT NAME:	North Creek Culvert Repair Project
PROJECT NUMBER:	1015.8e
CHANGE ORDER #:	1
CONTRACTOR:	Mountain Constructors, Inc. 662 Main Street Platteville, Colorado 80651
CONTRACT DATE:	September 12, 2022

REASON FOR AND DESCRIPTION OF CHANGE

The Town requested additional work from the contractor, including additional concrete and rebar for the wingwalls, headwalls, and sedimentation slabs; riprap protection of a storm drainage outlet pipe; and extension of the channel regrading downstream of the original project area.

Item #1	Headwalls and wingwalls extended on both sides – *to accommodate installation of railing at the top of the walls*	$1,340.48
Item #2	18" storm pipe – *added riprap and a flared end section to a storm pipe that was unknown at the time of design*	$4,027.90
Item #3	Structural base – *added 1" crushed stone under the sedimentation basin slabs to stabilize soft subgrade*	$1,664.93
Item #4	Concrete toe – *added concrete toe/cutoff wall to sedimentation basin slabs to provide additional stability*	$1,256.48
Item #5	VL and Class 1 – *added riprap to the upstream and downstream ends of the sedimentation basin slabs*	$3,241.93
Item #6	Dredging and exporting – *extended the project limits approximately 150-ft downstream to provide better function to the stream*	$1,507.75
Item #7	Site grading – *grading for the area in Item #6*	$2,250.00
Item #8	Added rebar in concrete liners – *not originally included in design*	$2,743.80
	TOTAL	$18,033.27

CHANGES TO CONTRACT

Change In Contract Price:	Total Contract	Change Amount	% of Original Contract
Original Contract	$150,209.00		
Change Order #1		$18,033.27	12%
ADJUSTED CONTRACT COST	**$168,242.27**		**112%**

Change In Contract Times:	Contract Times (days or date)	Change Amount (days or date)
Original Contract	43 days (Substantial Completion) 57 days (Ready for Final Payment)	
Change Order #1		04/28/2023 (Substantial Completion) 05/15/2023 (Ready for Final Payment)
REVISED CONTRACT TIMES	**(Substantial Completion)** **(Ready for Final Payment)**	

ACCEPTANCE

ACCEPTED BY:______________________ DATE:______________
Contractor's Representative

REVIEWED BY:______________________ DATE:______________
Construction Manager

APPROVED BY: RCBraun DATE: 2/7/2023
Town Representative

APPROVED BY:______________________ DATE: 2/8/23
Town Manager

APPROVED BY:______________________ DATE:______________
Other

Change order #001

MOUNTAIN CONSTRUCTORS

Prepared For:	Town of Mead
Project Name:	Mead culvert repair
Bid Date:	November 1, 2022
Address:	441 3rd street Mead , Co 80452
Phone:	(602) 688-2754
Email:	rbrown@townofmead.org
	Robyn Brown

PO Box 405
Platteville, Colorado 80651
(970) 785-6161
FAX: (970) 785-2515

ITEM NO.	Head and wing wall extended on both sides	QTY	UNIT	CONT. UNIT PRICE	CONTRACT AMT.
-1	Material, equipment and labor	1.0	LS	$1,340.48	$1,340.48
-2					$0.00
-3					$0.00
-4					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
				Total	**$1,340.48**

Estimate #002

PO Box 405
Platteville, Colorado 80651
(970) 785-6161
FAX: (970) 785-2515

Prepared For:	Town of Mead
Project Name:	Mead culvert repair
Bid Date:	November 1, 2022
Address:	441 3rd street Mead , Co 80452
Phone:	(602) 688-2754
Email:	rbrown@townofmead.org
	Robyn Brown

ITEM NO.	18in storm pipe on east side corrected to M standards	QTY	UNIT	CONT. UNIT PRICE	CONTRACT AMT.
-1	Material, equipment and labor	1.0	LS	$4,027.90	$4,027.90
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
				Total	**$4,027.90**

Estimate #003

Prepared For:	Town of Mead
Project Name:	Mead culvert repair
Bid Date:	November 1, 2022
Address:	441 3rd street Mead , Co 80452
Phone:	(602) 688-2754
Email:	rbrown@townofmead.org
	Robyn Brown

PO Box 405
Platteville, Colorado 80651
(970) 785-6161
FAX: (970) 785-2515

ITEM NO.	Structure base (1" crushed rock) added underneath apron on both sides	QTY	UNIT	CONT. UNIT PRICE	CONTRACT AMT.
-1	Material, equipment and labor	1.0	LS	$1,664.93	$1,664.93
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
				Total	$1,664.93

Estimate #004

MOUNTAIN CONSTRUCTORS

Prepared For:	Town of Mead
Project Name:	Mead culvert repair
Bid Date:	November 1, 2022
Address:	441 3rd street Mead , Co 80452
Phone:	(602) 688-2754
Email:	rbrown@townofmead.org Robyn Brown

PO Box 405
Platteville, Colorado 80651
(970) 785-6161
FAX: (970) 785-2515

ITEM NO.	Concrete toe added to liner on both sides	QTY	UNIT	CONT. UNIT PRICE	CONTRACT AMT.
-1	Material, equipment and labor	1.0	LS	$1,256.48	$1,256.48
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
				Total	**$1,256.48**

Estimate #005

PO Box 405
Platteville, Colorado 80651
(970) 785-6161
FAX: (970) 785-2515

Prepared For:	Town of Mead
Project Name:	Mead culvert repair
Bid Date:	November 1, 2022
Address:	441 3rd street Mead , Co 80452
Phone:	(602) 688-2754
Email:	rbrown@townofmead.org Robyn Brown

ITEM NO.	VL and Class 1 under liner for structure base	QTY	UNIT	CONT. UNIT PRICE	CONTRACT AMT.
-1	Material, labor and equipment	1.0	LS	$3,241.93	$3,241.93
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
				Total	**$3,241.93**

Estimate 006R1

PO Box 405
Platteville, Colorado 80651
(970) 785-6161
FAX: (970) 785-2515

Prepared For:	Town of Mead
Project Name:	Mead culvert repair
Bid Date:	November 22, 2022
Address:	441 3rd street Mead , Co 80452
Phone:	(602) 688-2754
Email:	rbrown@townofmead.org
	Robyn Brown

ITEM NO.	Dredging and exporting, site grading additional creek 150 x 20 as requested	QTY	UNIT	CONT. UNIT PRICE	CONTRACT AMT.
-1	Dredging and export	37.0	CY	$40.75	$1,507.75
-2	Site grading	3,000.0	SF	$0.75	$2,250.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
				Total	**$3,757.75**

Estimate #007

MOUNTAIN CONSTRUCTORS

Prepared For:	Town of Mead
Project Name:	Mead culvert repair
Bid Date:	December 12/30/2022
Address:	441 3rd street Mead , Co 80452
Phone:	(602) 688-2754
Email:	rbrown@townofmead.org
	Robyn Brown

PO Box 405
Platteville, Colorado 80651
(970) 785-6161
FAX: (970) 785-2515

ITEM NO.	Added rebar in concrete liners	QTY	UNIT	CONT. UNIT PRICE	CONTRACT AMT.
-1	Labor, material, equipment	1.0	LS	$2,743.80	$2,743.80
-2					$0.00
-3					$0.00
-4					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
				Total	**$2,743.80**

TOWN OF MEAD, COLORADO
CONSTRUCTION AGREEMENT
North Creek Culvert Repair Project
Project Number 1015.8e ("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 Mountain Constructors, Inc., a Colorado corporation with a principal office street address of 622 Main Street, Platteville, Colorado 80651 (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"). The Contractor shall commence the Work within the timeframe or by the date stated in the Notice to Proceed or, if no Notice to Proceed is issued, within 30 days of the date of this Agreement. Contractor shall complete the Work within the time stated in the Notice to Proceed or, if no Notice to Proceed is issued, no later than December 31, 2022. 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 the Contractor's performance and proposed Unit Pricing are in the best interests of the Town. Any renewals or extensions of this Agreement must:

1. Be set forth in a writing signed by the Parties; and

2. 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

3. List any revised or updated Contract Documents that are applicable to the Extension Term; and

4. State the not-to-exceed Contract Price for the Extension Term; and

5. 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 ***ONE HUNDRED FIFTY THOUSAND TWO HUNDRED NINE DOLLARS AND NO CENTS*** **($150,209.00)** 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 and payment bond in an amount determined by the Town, but in any event at least equal to the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents, including but not limited to the guaranty period. These bonds shall remain in effect at least until one year after the date of final payment. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State of Colorado and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570, amended, by the Audit Staff, Bureau of Account, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in Colorado is terminated, or it ceases to meet the requirements of clauses (i) and (ii) of this section, Contractor shall, within five (5) days thereafter, substitute another bond and surety, both of which shall be acceptable to the Town.

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

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

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

14.00 EVENTS OF AND TERMINATION FOR DEFAULT:

(1) The Town may serve written notice upon the Contractor of its intention to terminate this Agreement in the presence of one of the following events of default:

a. Contractor fails to initiate the Scope of Work at the agreed upon time;

b. The Contractor unnecessarily or unreasonably delays the performance of the Scope of Work;

c. The Contractor does not complete the Scope of Work within the time specified or within the time to which completion of the Scope of Work has been extended;

d. Contractor fails to make prompt payments for labor, materials or to subcontractors;

e. Contractor willfully violates this Agreement or disregards laws, ordinances or instructions of the Town;

f. Contractor abandons performance of the Scope of Work;

g. The Contractor assigns, transfers or sublets this Agreement or any part thereof without Town approval;

h. Contractor becomes insolvent or adjudged bankrupt; or

i. Contractor refuses to remove materials or perform any work within the Scope of Work that has been rejected as defective or unsuitable.

(2) Such written notice shall contain the reasons for the intention to terminate this Agreement and provide a five (5) business day period during which the Contractor may cure the event of default. A failure to timely cure the event of default shall authorize the Town to immediately terminate this Agreement and take whatever steps it deems necessary to complete the Scope of Work, if so desired by the Town in its sole discretion. The costs and charges incurred by the Town, together with the costs of completion of the Scope of Work shall be deducted from any monies owed to Contractor. If the expense incurred by the Town is greater than the sums payable under this Agreement, the Contractor shall pay the Town, within sixty (60) days of demand therefor the amount of such excess cost suffered by the Town.

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

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

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

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

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

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

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

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

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

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

The Town:	Town of Mead Attn: Town Manager 441 Third Street, Mead, CO 80542 Email: hmigchelbrink@townofmead.org
With a copy to:	Michow Cox & McAskin, LLP Attn: Mead Town Attorney 6530 S. Yosemite Street, Suite 200 Greenwood Village, CO 80111 Email: marcus@mcm-legal.com
Contractor:	Mountain Constructors, Inc. Attn: Joe Kuntz PO Box 405 622 Main Street Platteville, CO 80651 Email: bids@mountainconstructors.com
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 and supplementary conditions, (5) design standards and specifications, including any addenda, (6) design documents, and (7) any other Contract Documents, with the more specific or stricter provision controlling.

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

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

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

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

SIGNATURE PAGES FOLLOW

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

TOWN OF MEAD:

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

By: Colleen D Whitlow
Colleen G. Whitlow, Mayor

OR

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

By: September 12, 2022
Helen Migchelbrink, Town Manager

Date of Execution: ______________________

ATTEST:

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

TOWN OF MEAD SEAL COUNTY, COLORADO

CONTRACTOR: Mountain Constructors, Inc.,
a Colorado corporation

By: Joe Kuntz

Printed Name: Joe Kuntz

Title: President

Date of Execution: 8/31/22

STATE OF Colorado)
COUNTY OF Weld) ss.

The foregoing Construction Agreement was acknowledged before me this 31 day of Aug, 2022, by Joe Kuntz (printed name) as President (title) of Mountain Constructors, Inc., a Colorado corporation.

Mindy Lee Miller
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20194047484
MY COMMISSION EXPIRES 12/20/2023

Witness my hand and official seal.

My commission expires: 12/20/23.

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

EXHIBIT A
CONTRACTOR'S FORM OF BID

[*See attached document*]

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SECTION 00310

BID FORM

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
NO Addendums		

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

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has 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.

E. Based on the information and observations referred to in Paragraph D above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

1.04 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of 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):

Unit Price Proposal:

Unit Prices have been computed in accordance with the Specification Section 01200 – Payment Procedures. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined in the Contract Documents provided. Description of measurement and payment procedures is provided in Specification Section 01200 – Payment Procedures.

Bid Schedule:

The Owner may decide to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

Not all items included on the bid form list may be included on the drawings. These unit prices are being obtained in order to add items in the field as required to suit field conditions.

#	Description	Quantity	Unit	Unit Price	Total
1	Mobilization/ Demobilization	1	LS	30950.26	30950.26
2	Traffic Control	1	LS	7537.5	7537.5
3	Erosion Control	1	LS	6250	6250
4	Demo Existing Headwalls and Wingwalls	2	EA	12551.84	25103.68
5	Dredging and Export Excess Cut	520	CY	40.75	21190
6	Site Grading	1	LS	0.75	0.75
7	Riprap Type M	25	CY	236.33	5908.25
8	Asphalt Patch	85	SF	33.9	2881.5
9	Seeding and Revegetation	0.5	AC	6250	3125
10	Concrete - (6" thick, reinforced)	830	SF	11.25	9337.5
11	Concrete - Toe	1.5	CY	4186.75	6280.125
12	Concrete Sidewalk (6" thick)	45	SF	16.26	731.7
13	Concrete - Drainage Pan (6" thick)	100	SF	17.4	1740
14	Concrete - Drainage Pan (8" thick, reinforced)	85	SF	22.12	1880.2
15	Structural Concrete Headwall and Wingwalls	8	CY	1952.16	15617.28

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.

UNIT PRICE BID: $ 150,209.00

(IN WORDS) one hundred fifty thousand two hundred nine dollars no cents

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The undersigned Bidder agrees to furnish any and all required Bonds in the form required by the Owner 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 60 days after the scheduled time for the receipt of bids.

Construction Schedule:

1.06 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 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 Proposed Subcontractors;

C. List of Proposed Suppliers;

D. List of Project References;

E. Evidence of authority to do business in the state of the Project; 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) projects of comparable size and scope in which your firm served as General Contractor in the 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 (2) projects of comparable size and scope 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. Safety Record

1. Provide the firms OSHA reportable accident rate and current workman's compensation insurance multiplier for the last three (3) years. Address and describe the company's safety program and any additional information that would highlight the General Contractor's approach to creating and maintaining a safe project site.

E. Financial Statement

1. Provide a recent financial statement, including balance sheet and income statement showing:

    a. Current assets and other assets
    b. Current liabilities and other liabilities
    c. Fixed assets and equipment

F. 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: 7/20/22

If an Individual: ____.

Doing business as ____

If a Partnership: ____

By ____, partner

If a Corporation: Mountain Constructors, Inc (a Colorado Corporation)

By Joe Kuntz, President Joe Kuntz

(SEAL & TITLE: Mindy Miller, Corporate Secretary ATTEST)

ADDRESS: PO BOX 405, 622 Main Street, Platteville, CO 80651

TELEPHONE: 970-785-6161

E-MAIL: bids@mtnconstructors.com

END OF SECTION

Agenda Item Summary

MEETING DATE:	February 13, 2023
SUBJECT:	**Resolution No. 12-R-2023** – A Resolution of the Town of Mead, Colorado, Approving Change Order 1 Totaling $67,420 Concerning the Agreement for Professional Services by and between the Town of Mead and Essenza Architecture, LLC, resulting in a revised Not-to-Exceed Amount of $409,856
PRESENTED BY:	Erika Rasmussen, Town Engineer/Public Works Director

SUMMARY

Essenza Architecture, LLC ("Contractor") is under contract to provide architectural and engineering design services ("Services") for the Town of Mead Community Center (Bean Plant) project. Specifically, the Town and Contractor are parties to that certain Agreement for Professional Services dated October 10, 2022 ("Agreement"). The Agreement establishes a Not-to-Exceed Amount of $342,436 for the Services. The Town has requested additional Services that were not included in the original RFP or the Scope of Services attached to the Agreement. Specifically, the Town has requested the addition of services for the following:

- 401 3rd Street property replat
- Community Center emergency generator design
- Public parking lot located at 242 Main Street and the adjacent alley

(together, the "Additional Services"). The Additional Services will cost $67,420.00. Section XI.F. of the Agreement states that the Agreement may only be modified upon written agreement of the parties. Resolution No. XX-R-2023 approves Change Order 1 to the Agreement. Change Order 1: (a) adds the Additional Services to the Agreement, (b) increases the Not-to-Exceed Amount referenced in the Agreement from $342,436 to $409,856 (increase of $67,420.00), and (c) authorizes the Town Manager to execute Change Order 1 when in final form.

FINANCIAL CONSIDERATIONS

As set forth above, the Additional Services will cost $67,420.00. The approved project budget identified $485k for design services through the Municipal Facilities Fund for Capital Outlay (09-51-5500) and $1,250,000 from the Transportation Impact Fund (14-40-5566).

Original Not-to-Exceed Amount: $342,436

Bean Plant Property Replat	$ 22,950	Municipal Facilities	09-51-5500
Generator	$ 3,880	Municipal Facilities	09-51-5500
South Parking Lot & Alley	$ 40,590	Transportation	14-40-5566
Change Order 1	$ 67,420		

Not-to-Exceed Amount
(as amended by Change Order 1): $409,856

STAFF RECOMMENDATION/ACTION REQUIRED

Suggested Motion:

"I move to adopt Resolution No. 12-R-2023, a resolution of the Town of Mead, Colorado, Approving Change Order 1 Totaling $67,420 Concerning the Agreement for Professional Services by and between the Town of Mead and Essenza Architecture, LLC, resulting in a revised Not-to-Exceed Amount of $409,856."

ATTACHMENTS

Resolution No. 12-R-2023
Change Order 1

TOWN OF MEAD, COLORADO
RESOLUTION NO. 12-R-2023

A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING CHANGE ORDER 1 (TOTALING $67,420) CONCERNING THE AGREEMENT FOR PROFESSIONAL SERVICES BY AND BETWEEN THE TOWN OF MEAD AND ESSENZA ARCHITECTURE, LLC, RESULTING IN A REVISED NOT-TO-EXCEED AMOUNT OF $409,856

WHEREAS, the Board of Trustees previously approved that certain Agreement for Professional Services dated October 10, 2022 ("Agreement") between Essenza Architecture, LLC ("Contractor") and the Town of Mead for architectural and engineering design services related to the Town of Mead Community Center (Bean Plant) project; and

WHEREAS, the Agreement establishes a Not-to-Exceed Amount of $342,436 for compensation to be paid to Contractor for the Scope of Services provided under the Agreement; and

WHEREAS, the Town has requested that Contractor provide additional Services related to the project that were not included in the original RFP or the Agreement's Scope of Services; and

WHEREAS, specifically, the Town has requested that Contractor perform the following additional services relating to the project:

- 401 3rd Street property replat
- Community Center emergency generator design
- Public parking lot located at 242 Main Street and the adjacent alley

(together, the "Additional Services"); and

WHEREAS, the cost of the Additional Services will total $67,420.00; and

WHEREAS, Section XI.F. of the Agreement states that the Agreement may only be modified upon written agreement of the parties; and

WHEREAS, the Board of Trustees desires to approve the Contractor's *Additional Services Proposal* for the Additional Services ("Change Order 1") in substantially the form attached to this Resolution; and

WHEREAS, Change Order 1 adds the Additional Services to the Agreement and increases the Not-to-Exceed Amount referenced in the Agreement from $342,436 to $409,856; and

WHEREAS, the Board of Trustees further desires to delegate authority to the Town Manager to execute Change Order 1 on behalf of the Town when in final form,

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

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

Section 2. The Board of Trustees hereby: (a) approves Change Order 1 in substantially the same form as attached to this Resolution; (b) authorizes the Town Attorney in cooperation with the Town Manager and Town Engineer to make any non-material changes as may be necessary to Change Order 1 that do not increase the Town's obligations; and (c) authorizes the Town Manager to execute Change Order 1 on behalf of the Town when in final form.

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

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

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

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

Attachment to Resolution:

Essenza Architecture, LLC *Additional Services Proposal* dated February 13, 2023 ("Change Order 1")

Additional Services Proposal (ASP) **Please return to Essenza Architecture**

Project #:	**2206**	**ASP-#:**	**ASP 1 – R2**
Project:	**Mead Community Center** Town of Mead 401 3rd St. Mead, CO 80542	**ASP Date:**	**February 5, 2023**
To:	**Erika Rasmussen**		

In reference to the original agreement between the Owner and Architect dated: October 10, 2022

Owner: **Town of Mead**
441 3rd St.
Mead, CO 80542

Architect: **Essenza Architecture**
685 S. Arthur Ave., Unit 12B
Louisville, CO 80027
(303) 952-5080, Tel
christa@essenza-arch.com

DESCRIPTION:

This additional service proposal is for: Additional Scope not included in the RFP.	
South Parking Lot and Alley:	
1. Designing, documentation, and specifications for the south-west parking lot.	34 hrs. @ $140 = $4,760
2. Planning and permit documents.	44 hrs. @ $190 = $8,360
3. Includes geotechnical, survey, civil, electrical, landscape, and architectural design and engineering for bid and permit documents.	
4. Electrical: New LED site lighting for additional southern parking lot that is approximately 8,240 square-feet. Additional power needs are anticipated to be minimal to none.	=$2,500
5. Civil fee	=$6,580
6. Landscape Fee	=$4,500
7. Surveying Services for additional area	=$10,850
8. Professional Service Coordination/Team management/Admin	16 hrs. @ $190 =$3,040
Subtotal South Parking Lot and Alley:	**$40,590**
Property replat:	
1. Coordination with surveyor, Ditesco, ownership team, and civil on lot vacation lines and replat.	
2. Additional time on the schedule may be required in the schedule for the replat.	
3. Replat submittal with the planning department. Application and submittal preparation. (Arch. Team)	32 hrs. @ $140 = $4,480
4. Survey Engineers – Estimated replate fee – See proposal attached	= $16,450
5. Additional reimbursement costs for paper submittals to the planning and building departments. (Rocky Mountain Blueprint or Morrell printing) Estimated at this time.	=$500
6. Professional Service Coordination/Team management/Admin	8 hrs. @ $190 =$1,520
Subtotal Replat:	**$22,950**
Generator Design:	
1. A new optional standby generator system to support owner requested systems in the event of power loss, including some HVAC heating loads and IT server equipment. An option to upgrade to a life safety generator to provide emergency egress lighting shall also be considered and discussed with the client. See attached proposal from AEDG.	=$3,500
2. Professional Service Coordination/Team management/Admin	2 hrs. @ $190 =$380
Subtotal Generator:	**$3,880**
Total:	**= $67,420**

Support Documents: (List documents that support description)

1. Survey, Electrical, Civil, and Landscape Proposals

CONSULTANTS REQUIRED: *

☒ Civil ☒ Land. ☐ Struct. ☐ Mech./Plumb ☒ Elec. ☐ Aquatics ☐ Food Svc. ☐ Acoustic ☐ Other (Low Voltage)

***Fee above includes checked consultant fees**

Fee And Time Summary:

All A/E services required to complete this **ASP** shall be Additional Services in accordance Section XI – Miscellaneous, Section F. Modifications (pg. 11 of 32) of the Owner/Architect Agreement, and are summarized as follows:

Additional Services **Fee**:	$	**67,420**	☒ Fixed	☐ Maximum	☐ Hourly Estimated
Additional Services **Time**:		**Project Duration**	☐ Fixed	☒ Estimated	
Start **Date**:		**10/1/22**	☐ Fixed	☒ Estimated	
Completion **Date**:		**6/15/23**	☐ Fixed	☒ Estimated	

[signature] 1/31/23

ARCHITECT Date: Print Name: Christa Plaza

Authorized By:

By signing below, I authorize the Additional Services as described herein and affirm that I am authorized to enter into this agreement.

OWNER Date: Print Name: ______________________

Agenda Item Summary

MEETING DATE: February 13, 2023

SUBJECT: Public Hearing – Turion South PUD and Vested Property Rights

Request to OPEN AND CONTINUE public hearings to March 27, 2023.

PRESENTED BY: Community Development Director, Jason Bradford, AICP

SUMMARY

Front Range Investment Holdings, LLC (the "Applicant" and "Property Owner") submitted an application for a zoning amendment and vested property rights. Specifically, the Property Owner is seeking approval of the Turion South Planned Unit Development (PUD). Additionally, the Property Owner has requested that the PUD be vested for a period of twenty years.

The Applicant has requested that the public hearings for the zoning amendment (PUD) and the vested property rights associated with the PUD be continued to the March 27, 2023 regular meeting in order to provide additional time for continuing discussions with staff regarding the Development Agreement Pertaining to Vested Property Rights.

FINANCIAL CONSIDERATIONS

N/A.

STAFF RECOMMENDATION/ACTION REQUIRED

Recommended motion:

> "I move to OPEN AND CONTINUE the public hearings on the Turion South PUD and Development Agreement Pertaining to Vested Property Rights to March 27, 2023, at 6:00 p.m. at Town Hall."

ATTACHMENTS

None.

Agenda Item Summary

MEETING DATE:	February 13, 2023
SUBJECT:	**Resolution No. 13-R-2023** – A Resolution of the Town of Mead, Colorado, Approving an Additional Maintenance Worker I Position for the Public Works Department
PRESENTED BY:	Elaine Alberding, Precision Employment Consulting
	Erika Rasmussen, Town Engineer / Public Works Director

SUMMARY

Sec. 2-3-120(e)(8) of the *Mead Municipal Code* vests the Board of Trustees with sole authority for the creation of positions. In addition, Section IV(e) of the Mead Employee Handbook states the Board of Trustees must approve the pay plan.

Resolution No. 13-R-2023 creates one additional full time equivalent (FTE) for the Public Works Department, specifically a Maintenance Worker I position. The proposed compensation for a Maintenance Worker I position is defined in the Town's compensation structure guidelines under Salary Grade 250.

FINANCIAL CONSIDERATIONS

The proposed FTE for a Maintenance Worker I is compensated through the General Fund for Public Works Administration and the annual financial impact would be $46,602 for wages and approximately $10,000 if the employee elects to enroll in Town benefits.

STAFF RECOMMENDATION/ACTION REQUIRED

Suggested Motion –

"I move to adopt Resolution No. 13-R-2023, a Resolution of the Town of Mead, Colorado, approving an additional Maintenance Worker I position for the Town's Public Works Department."

ATTACHMENTS

Resolution No. 13-R-2023

TOWN OF MEAD, COLORADO
RESOLUTION NO. 13-R-2023

A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING AN ADDITIONAL MAINTENANCE WORKER I POSITION FOR THE PUBLIC WORKS DEPARMENT

WHEREAS, the Town of Mead ("Town") recognizes the need to be competitive in the employment market by recruiting and retaining good employees while responsibly using tax dollars; and

WHEREAS, in 2022, the Board of Trustees most recently updated the compensation structure guidelines for employees, by adoption of Resolution No. 79-R-2022; and

WHEREAS, the Board desires to create one additional full time equivalent (FTE) for the Public Works Department, specifically an additional Maintenance Worker I position; and

WHEREAS, Section 2-3-120(e)(8) of the *Mead Municipal Code* states that the Board of Trustees has authority to create (or eliminate) Town staff positions; and

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

Section 1. The position of Maintenance Worker I is hereby created.

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

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

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

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

ATTEST:

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

TOWN OF MEAD

By: _________________________________
Colleen G. Whitlow, Mayor