BOARD OF TRUSTEES

441 3rd Street, Mead
Monday, September 25, 2023

AGENDA

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

In accordance with the Town's Remote Participation and Remote Meeting Policy adopted by the Board of Trustees on March 13, 2023 by Resolution No. 21-R-2023, remote participation will be allowed. The meeting link will be provided on the Town's website/designated posting place at least 24 hours prior to the meeting.

https://us02web.zoom.us/webinar/register/WN_irDH4x_ER1yZSo6clo_2Zg

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. Town Manager Report

6. Informational Items

a. Compensation 2023 Study

b. 2022 Audited Financial Statements

7. Proclamations

a. Community Planning Month October 2023

b. Cybersecurity Awareness Month October 2023

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

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

a. Approval of Minutes - Regular Meeting September 11, 2023

b. August 2023 Financials

c. Check Register September 25, 2023

d. **Resolution No. 61-R-2023** – A Resolution of the Town of Mead, Colorado, Approving an Agreement for Professional Services with Altitude Recreation, Inc. for Court Resurfacing and Striping

e. **Resolution No. 62-R-2023** – A Resolution of the Town of Mead, Colorado, Approving a Services Agreement with Smith Power Products, Inc.

f. **Resolution No. 63-R-2023** – A Resolution of the Town of Mead, Colorado, Approving an Amendment to the Intergovernmental Agreement Between the Town of Mead and the St. Vrain Valley School District RE-1J for a Joint School Resource Officer Program for the 2023-2024 School Year

10. Public Hearing

a. **34 9.5 Metropolitan District Amendment of Service Plan**

i. **Resolution No. 64-R-2023** – A Resolution of the Town of Mead, Colorado, Approving with Conditions the First Amendment to Service Plan for 34 9.5 Metropolitan District, and Authorizing Execution of the First Amendment to the Intergovernmental Agreement between the Town and the District

11. New Business

a. **Resolution No. 65-R-2023** – A Resolution of the Town of Mead, Colorado, Approving a Sanitary Sewer and Stormwater Improvements Easement Agreement Establishing Terms and Conditions Associated with the Grant of an Easement Encumbering Town Property located at 242 Main Street

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

13. Elected Official Reports

a. Town Trustees

i. Xeriscaping

b. Mayor Whitlow

14. 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: September 25, 2023

SUBJECT: Town Manager Report

- Staff continues to work on refinements to the newly remodeled board/court room. As part of the draft 2024 budget, staff is recommending using the Comcast franchise payment in lieu of service ($20,000) to purchase additional cameras and AV equipment.
- The state legislature has referred two propositions to the voters for the November 7, 2023 election. Proposition HH was referred by SB 23-303 – Reduce Property Taxes and Voter-approved Revenue Change. Proposition II was referred by HB 23-1290 – Proposition EE Funding Retention Rate Reduction (cigarette, et al, tax revenue exceeded estimate). Further information can be found on the Secretary of State's website. Attached to this report is a summary of the HH initiative developed by DOLA (State Department of Local Affairs).
- The next Monthly Coffee with the Mayor is scheduled for Saturday, October 7th, at 8:00 – 10:00 a.m. at Town Hall.
- The Mead Police Department is committed to using Flock responsibly and is monitoring how helpful it is in solving neighborhood crimes. Recently, Flock cameras were installed in the Sorrento neighborhood with the approval of the Sorrento HOA Board of Directors. This tool is used to deter, investigate, and solve crimes in the neighborhood, not track people coming in and out. Neither the Board of Directors nor the HOA will have access to reports, images, license plate information, or any other "operational" information generated by the cameras. The Mead Police can access the data by searching for suspect vehicles matching a given description and receive alerts for license plate hits for stolen vehicles or other crimes. The Board of Directors is the owner of the Flock cameras, and they reserve the right to temporarily suspend or permanently disable the system if it results in unintended consequences or abuse. The Sorrento Board of Directors approved Flock for one year and will reevaluate annually.
- As part of the ongoing records management project, the clerk's office and the police department identified 13 boxes of records which were beyond their retention date. Attached to this report is a 2023 Records Retention Supplemental Report for documents which were shredded on September 13, 2023.
- Annually the Colorado Statewide Internet Portal Authority awards micro-grants in the amount of $2500-$6500 for projects that are designed to connect residents to government by putting more information and services online. Mead applied for grants in the digitization category to assist with Laserfiche implementation and in the hardware category for Board Room AV equipment. Mead was awarded $3,000.00 in the digitization category for the Clerk's office project of making resolutions and ordinances more accessible to the general public.
- Staff continues to prepare the draft 2024 Town Budget and the 2024 Mead Urban Renewal Authority (MURA) Budget for presentation to the Board of Trustees and MURA board on October 9, 2023. After further input from the Board, a public hearing will be held on December 11, 2023, to consider adoption of these budgets.
- The Draft of the 2022 financial audit and financial statements will be presented by CliftonLarsonAllen LLP to the Board of Trustees at tonight's meeting.
- The Mead Police Department is hosting our very first Citizens Police Academy this fall. Classes are Wednesday evenings, Sept. 27-Nov. 1, 2023, from 6-8 p.m. at Mead Town Hall. Enrollment is limited to approximately 15 students per academy, which will be filled on a first-come, first-served basis. There is no cost to those attending the academy, just a commitment to attend all sessions.

- The Town paving and street maintenance projects are continuing through September. In addition, there are several development-related road projects in Mead. Current road closures due to construction can be found on the town's website: https://www.townofmead.org/engineering/page/street-maintenanceroad-closures.
- Key projects update:
  - 3rd and Welker Intersection – Real estate acquisition continues. Town staff is reviewing the 100% construction plan set for final approval.
  - Mead Community Center – The team conducted a bi-weekly progress meeting on September 18th and the 90% construction plan set is under review by Town Staff.
  - SH66 Pedestrian Crossing – The design team continues to advance the design, and staff continues to negotiate the easements/ROW needed for the project with Mead Place. Staff is preparing a Federal DOT Reconnecting Communities grant application for $1,360,000 to supplement the project budget.
- YTD totals for new single family home permits:
  - 2023 YTD: 79 SF Permits, 93 Certificates of Occupancy
- Boards and Commissions
  - The Finance Committee was emailed the draft audited financial statements and invited to tonight's meeting for the audit presentation.
- Human Resources
  - The Town is advertising open positions using NeoGov recruiting platform: https://www.governmentjobs.com/careers/townofmead
  - Open full-time positions include Police Officer.
  - Graves Consulting completed its draft recommendations on the compensation structure for 2024. A presentation to the Board is planned for September 25th.

Community Development

- Staff is working on finalizing an update to the residential parking code amendment that was originally presented to the Board of Trustees on May 30th. The public hearing was continued to October 9th.
- Staff is also working on a few, minor code amendments to be presented to the Board of Trustees sometime this autumn. These amendments address the following topics – setbacks for flatwork (paving), removal of FAR (floor area ratio) dimension requirements, and removal of the limitation to the quantity of chicken permit licenses in Mead.

Public Works and Engineering

- The asphalt paving/reconstruction project is complete in North Creek. Streets work in the business park is underway.
- A fence was installed at the grader shed property on WCR 36 which the Town acquired from Weld County earlier this year.
- Staff finalized negotiations with Mead Towne Center regarding the sewer easement across Town property.

Community Engagement

- The Built for Mead economic development campaign has added a Mead business directory to the website. The businesses listed have opted-in for advertising and are in Mead Town limits. https://builtformead.com/mead-business-directory
- Winter youth basketball is open for registration. Pre-school – second grade will be held at Mead Elementary School in November & December. The third through eighth-grade division will be hosted at Mead Middle School and Carbon Valley. The older age division begins in January 2024.

- Fall Clean-Up Days are scheduled for October 13th, 8:00 a.m. - 4:00 p.m., and October 14th, 8:00 a.m. - 12:00 p.m., at the dry lake, west of Mead Ponds. Residents are allowed one load (1) of household trash and unlimited yard waste at no cost. Community Engagement is considering alternative waste disposal programs for next year.

Police Department

- New officer Bustamante is progressing through field training, another candidate has completed the background and is scheduled for the remaining testing in early October.
- The Citizen's Academy starts on September 27th. There are 14 people registered and 7 different officers scheduled to provide instruction.
- The SROs, 2 patrol officers and command staff assisted with a lock-down drill at Mead High School last Tuesday. These drills help keep the students and staff prepared to act in an emergency, which helps keep everyone safe.
- Officer interviews are being scheduled for later this week.
- Michelle, Commander, and Chief attended an open house at the CBI regional lab in Greeley. The evidence area in the shop will be ready soon.
- Mid-month activity report is attached.

Pass or Fail? SB23-303 and Proposition HH: What Does My Local Government Need to Consider for 2024 Budget Year Planning?

Note: This document is for informational purposes only and should not be considered legal advice. Please consult with your local government attorney if possible to better understand how Proposition HH will affect your local government's budgeting process.

For local governments with property taxes, "Prop HH", a referred property tax measure created by legislation SB23-303, may impact the budget process for budget year 2024. Prop HH will be on the statewide general election ballot on November 7, 2023 - after local governments have developed and presented their 2024 budgets. Because the outcome of Prop HH and its associated impacts will be unknown until after November 7, 2023, local governments with property taxes should take steps now to plan for its potential passage.

If Prop HH passes, the following would change:

- Assessed values
- State backfill reimbursement amount for property tax revenue reductions as a result of SB22-238 and SB23-303
- Some budget deadlines
- A new statutory Inflation property tax limit with a new public meeting process

If Prop HH fails

If Prop HH fails, local governments will still have to plan for assessed value changes and a state backfill amount that is based on SB22-238, but there will be no change in budget deadlines and no new statutory Inflation property tax limit.

Frequently Asked Questions (FAQs)

Below are FAQs to give some additional context to these issues, as well as a list of questions that your local government may need to consider when preparing for the 2024 budget year.

Planning for Prop HH

Why would a local government need to plan for Prop HH before the 2023 fall general election?

- If approved, Prop HH decreases the assessed value of properties and affects the state backfill amount starting with the 2023 Property Tax Year (PTY). (The tax revenue for the 2023 PTY is collected in 2024.) In addition, budget deadlines would change and a new revenue limit would be imposed. Local governments should be prepared for these potential changes in assessed values, state backfill amounts for property tax revenue reductions as a result of SB22-238 and SB23-303, budget deadlines, and a new statutory Inflation property tax limit with a new public meeting process. During budget development, which takes place before the election on November 7, 2023, local governments may find it necessary to prepare budgets or certain line items for the two possible outcomes of Prop HH.

Assessed Values and State Backfill Reimbursement Amounts

How will local governments plan around assessed values and state backfill amounts that could change depending on the outcome of Prop HH?

- County Treasurers are required to provide the following estimates by September 15, 2023, to the Property Tax Administrator:
    - Total property tax revenue reduction estimate for 2023
        - Reductions from SB22-238
        - Combination of reductions from SB22-238 and SB23-303
    - Increase in assessed value estimate from 2022 property tax year
        - Reductions from SB22-238
        - Combination of reductions from SB22-238 and SB23-303
- County Treasurers will be collaborating with County Assessors to create the above estimates. The Department of Local Affairs has asked County Treasurers and Assessors to provide this estimate information to local governments for budgeting purposes as a courtesy. Local governments may want to reach out to their County Treasurers and Assessors for more information. With this estimate information, local governments can estimate their assessed values and state backfill amounts under the two possible Prop HH outcomes.

Are 2023 PTY state backfill reimbursements of lost local revenue from property tax reductions subject to TABOR limits?

- Because TABOR is locally enforced and TABOR compliance is a legal question, we recommend obtaining legal counsel with regard to TABOR compliance issues.

Budget Deadlines

What deadlines occur before the November 7, 2023, election?

- October 15, 2023, is the deadline for the budget officer to present the proposed 2024 budget to the governing body of the local government, with notice for a public budget hearing. C.R.S. §§ 29-1-105, 29-1-106(1). This deadline is not amended by Prop HH.

What budget and fiscal deadlines occur after November 7, 2023, that may require additional planning?

- If Prop HH fails, local government budgeting deadlines remain the same.
- If Prop HH passes, local government budgeting deadlines will generally be delayed, so local governments should be prepared to adjust their public meeting and budget process to accommodate these later deadlines that will be in place for one year only. If Prop HH passes, local governments will probably not be able to finalize their budgets until the Assessor certifies the final valuation by the adjusted deadline of December 29, 2023. The local government budgeting deadlines that would be changed include:
  - Assessor certifies final valuation of property to local governments. C.R.S. § 39-1-111(5). The current deadline is December 10, 2023. If approved, Prop HH pushes out this annual deadline to December 29, 2023 for PTY 2023 only. § 12 of SB23-303.
  - Certify the mill levy, after approval of the 2024 budget by the governing body of the local government. C.R.S. § 39-5-128(1). The current deadline is December 15, 2023. If approved, Prop HH pushes out this annual deadline to January 5, 2024 for PTY 2023 only. § 1 of SB23-303.
    - Approval of 2023 PTY mills by the governing body. C.R.S. § 39-1-111(1). The current deadline is December 22, 2023. If approved, Prop HH pushes out this annual deadline to January 12, 2024 for PTY 2023 only. § 12 of SB23-303.

- December 31, 2023: Deadline to adopt the 2024 budget, if no mill levy to certify. This deadline is not amended by Prop HH.

New Statutory Inflation Property Tax Limit ("Truth in Taxation" Limit) with a New Public Meeting Process

If Prop HH passes, will there be a new revenue limit with a new public meeting process that applies in 2023 for budget year 2024?

- Yes. If approved, Prop HH requires a governing body levying existing property taxes for PTY 2023 that generate revenue in 2024 above a new inflation property tax limit to:
  - Hold a public meeting, provide for public comment, and to adopt a resolution or ordinance to retain and spend all revenue from mills subject to the limit; or
  - Temporarily reduce mills subject to the limit or refund property tax revenue so that revenues are not retained and spent above inflationary growth.
  - Local governments will need to determine which mills are subject to the limit. "Any revenue from a mill levy that has been approved by voters… without limitation as to rate or amount… before, on, or after Nov. 7, 2023" is excluded from the limit. § 6 of SB23-303

If Prop HH passes, how do local governments calculate the new Inflation Property Tax Limit?

- If Prop HH passes, local governments will need to calculate the new inflation property tax limit based on a supplemental Certification of Valuation form that Assessors will send to local governments by the adjusted final certification deadline of December 29, 2023. There are some types of property tax revenues, such as mills pledged to debt or contractual obligations approved by voters, that are excluded from the new limit. The Division of Local Government will provide a technical assistance resource to help local governments calculate the new Inflation property tax limit, but this resource should only be seen as a resource and methodology option only. The Division does not have a role in administering the new Inflation property tax limit. Local governments should consult legal counsel and may determine that a different methodology to calculate the Inflation property tax limit is more appropriate. Local governments should consider planning to hold a public meeting (possibly in conjunction with the regular budget hearing) to address the Inflation property tax limit.

- Notes:
  - Local governments will need to calculate this revenue growth limit themselves.
  - This process does not apply to school districts and home rule local governments.
  - The statewide local government associations may have more general information and training on this topic. See some discussion of issues below.

Issues to consider for 2024 budget development

Executive Engagement

- Have the top decision makers, including both elected/appointed officials and staff, started to engage on this topic?

Budget Planning Before October

- If approved, would Prop HH require adjustments in the 2024 base budget/maintenance-level budget? Would Prop HH require adjustments in the 2024 expansion budget planning?

- Are property taxes a significant source of revenue for your local government? If so, have you considered how the two possible outcomes of Prop HH could impact your draft budget?
- Have you sought any necessary analysis or advice on how to meet statutory deadlines to accommodate Prop HH planning impacts for budget year 2024, or to comply with additional budget or public meeting processes adopted by your local government?
- Are you scheduling a sufficient number of additional budget meetings/hearings and any necessary public meetings and comments for the Inflation Property Tax Limit (“Truth in Taxation”)?

Information, Estimates, and Analysis/Advice

- Revenue estimates – current law versus Prop HH: Are you reaching out to your County Assessor and County Treasurer colleagues for more information regarding the Prop HH estimates due September 15? How can your local government get the revenue estimates on which to base the 2024 budget under current law and under Prop HH (if passed)?
- State backfill reimbursement estimates – current law versus Prop HH: Does your budget planning for 2024 consider the difference in reimbursements from SB22-238 and SB23-303/Prop HH?
- TABOR implications of state reimbursements: Are you seeking any necessary analysis or advice on whether reimbursements under SB22-238 or SB23-303/Prop HH would exceed your local government’s TABOR limit and also whether your local government has voter approval to retain and spend state reimbursements above this limit?
- Inflation property tax limit (“Truth in Taxation”): The Division of Local Government is working on a resource to help calculate your local government’s Inflation property tax limit. The information needed to

calculate the Inflation property tax limit will be provided in the final Certification of Valuation by the Assessor.

- Are you preparing to make these calculations and follow the process in November or December if your 2024 budget requires action to exceed the limit and retain and spend revenues collected?
- Are you seeking any necessary analysis or advice on which mills may be subject to the Inflation property tax limit?

Agenda Item Summary

MEETING DATE: September 25, 2023

SUBJECT: 2023 Records Retention Supplemental Report

PRESENTED BY: Mary Strutt, Town Clerk / Administrative Services Director

SUMMARY

Mead Municipal Code Section 2-11-40, requires the Town Clerk to annually advise the Board of Trustees about the disposal of records. The Town follows the Colorado Municipal Records Retention Schedule created by the Colorado State Archivist and the Colorado Municipal Clerks Association. Below is a list of those records which were destroyed on September 13, 2023. The number in parenthesis is the retention term as set forth in the Colorado Municipal Records Retention Schedule.

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

- 2004-2013 A/R by Developer (**3 years**)
- 2014 Investment Records (**7 years**)
- 2014 A/P Report/Check Register (**7 years**)
- 2015-2018 Pay & Performance Bonds (**2 years past warranty period**)
- 2015 A/P Report / Check Register (**7 years**)
- 2015 Investment Records (**7 years**)
- 2015 Bank Reconciliation (**7 years**)
- 2016 Agreement & Contracts (**6 years**)
- 2016 Affidavit of Publication (**6 years**)
- 2017-2020 Police Records (**3 years**)
- 2018 Municipal Court Case Files (**4 years**)
- 2018-2020 Special Event Permits (**3 years**)
- 2019 Bids – Rejected/Unsuccessful (**3 years**)
- 2019-2020 Building Plans, Applicant Sets (Not approved drawing sets) Completed, Expired, or Never Issued (**180 days**)
- 2019 Utility Excavation Street Obstruction Permit (**3 years**)
- 2020 Elections (**6months-3 years**)
- 2020-2022 Clerk Roll Call and Meeting Notes (**until Minutes approved**)
- 2020-2021 Business License (**2 years**)
- 2020 Liquor License (**3 years**)
- 2020 Passport Transmittal Forms (**2 years**)
- 2021 Election Registration and Reports (**1 year**)

Mead Police Department

Mid Monthly Activity - September 2023

CALLS FOR SERVICE (August 1 – 15): 244

TRAFFIC STOPS: 35

CITATIONS: 7

WARNINGS: 28

REPORTS: 23

NOTABLE CALLS FOR SERVICE:

Crash – [redacted] Kerry Street – 23ML00564 – 09/01/2023

Stolen Vehicle – [redacted] E I25 Frontage Road – 23ML00565 – 09/01/2023

Crash – Hwy 66 / WCR 9.5 – 23ML00566 – 09/01/2023

Traffic Stop – Mead Street / Hwy 66 – 23ML00567 – 09/03/2023

Stolen Vehicle – 14000 block of Mead Street – 23ML00568 – 09/06/2023

Stolen Vehicle – [redacted] Grand View Circle – 23ML00569 – 09/07/2023

Property – [redacted] Welker Ave - 23ML00570 - 09/07/2023

Crash – Pacific Circle – 23ML00571 – 09/07/2023

Code – Mead High School - 23ML00572 – 09/08/2023

Suspicious – 16900 block of Hughes Drive - 23ML00574 – 09/09/2023

Code – Mead High School - 23ML00575 – 09/09/2023

Stolen Vehicle – 3600 block of Hwy 66 – 23ML00577 – 09/10/2023

Traffic – 13500 block of Wrangler Way – 23ML00578 – 09/10/2023

Stolen Vehicle – 13700 block of I25 Frontage Road – 23ML00579 – 09/11/2023

Theft – 4400 block of Elevation Drive – 23ML00580 – 09/11/2023

Vandalism – [redacted] Bridle Drive – 23ML00581 – 09/11/2023

Code – Mead High School – 23ML00582 – 09/12/2023

Drugs – Mead High School – 23ML00583 – 09/12/2023

Traffic – Hwy 66 / WCR 5.5 – 23ML00584 – 09/13/2023

Harassment – Mead Elementary School – 23ML00585 – 09/14/2023

Warrant Arrest – 4400 block of Hilltop Road – 23ML00586 – 09/14/2023

Code – Mead High School – 23ML00587 & 588 – 09/15/2023

COMMUNITY PLANNING MONTH
October 2023

WHEREAS, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

WHEREAS, community planning and plans can help manage this change in a way that provides better choices for how people work and live; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories, and

WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of planning commissions and other citizen planners who have contributed their time and expertise to the improvement of the Town of Mead; and

WHEREAS, we recognize the many valuable contributions made by professional community and regional planners of the Town of Mead, and extend our heartfelt thanks for the continued commitment to public service by these professionals;

NOW, THEREFORE, BE IT RESOLVED THAT, the month of October 2023 is hereby designated as **Community Planning Month** in Mead, Colorado, in conjunction with the celebration of National Community Planning Month.

Given under my hand and Seal of the Town of Mead, Colorado, this 25th day of September 2023.

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Colleen G. Whitlow
Mayor

CYBERSECURITY AWARENESS MONTH
October 2023

WHEREAS, the **Town of Mead** staff maintains a high priority on identifying, and protecting Town and residents information; and

WHEREAS, technology plays an increasingly significant role in many aspects of our daily lives and provides crucial support for critical infrastructure sectors, such that the rise in malicious cyber-attacks, ransomware and other cyber-crimes across the United States have a serious impact on our national security and economy; and

WHEREAS, 2023 marks the 20th annual Cybersecurity Awareness Month. Since 2004, the President of the Unites States and Congress have declared the month of October to be a dedicated month for the public and private sectors, and tribal communities to work together to raise awareness about the importance of cybersecurity; and

WHEREAS, all citizens are encouraged to visit the U.S. Department of Homeland Security's Cybersecurity and Infrastructure Security Agency website, www.cisa.gov, and the STOP. THINK. CONNECT.™ website, www.stopthinkconnect.org, to learn more about cybersecurity and simple action steps they can take to be safe online; and

WHEREAS, the Town of Mead Board of Trustees encourages everyone to take a proactive approach to protecting their identity and their assets online,

NOW, THEREFORE, BE IT RESOLVED THAT, the month of October 2023 is hereby designated as **Cybersecurity Awareness Month** in Mead, Colorado.

Given under my hand and Seal of the Town of Mead, Colorado, this 25th day of September 2023.

____
Colleen G. Whitlow
Mayor

BOARD OF TRUSTEES

441 3rd Street, Mead
Monday, September 11, 2023

MINUTES

I. 5:30 p.m.
MURA Special Meeting

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

In accordance with the Town's Remote Participation and Remote Meeting Policy adopted by the Board of Trustees on March 13, 2023 by Resolution No. 21-R-2023, remote participation was enabled for the 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.

Present

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

Absent

Trustee Trisha Harris

Also present: Town Manager Helen Migchelbrink; Town Attorney Marcus McAskin; Administrative Services Director Mary Strutt; Police Chief Brent Newbanks; Community Development Director Jason Bradford; Public Information Officer / Community Engagement Director Lorelei Nelson; Town Engineer / Public Works Director Erika Rasmussen.
Attending via remote access: None

2. Moment of Silence

Mayor Whitlow requested the observance of a moment of silence in reflection and remembrance of the events of September 11, 2001.

3. Pledge of Allegiance to the Flag

The assembly pledged allegiance to the flag.

4. Review and Approve Agenda

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

5. Staff Report: Town Manager Report

a. Manager Report

Town Manager Helen Migchelbrink discussed the recent homecoming parade and community day; upcoming Planning Commission training; and an RFP for land use code revisions.

6. Informational Items

a. Community Engagement Update

Public Information Officer / Community Engagement Director Lorelei Nelson discussed Community Day 9/9; Fall Clean Up Days 10/13 – 14; Mead Area Chamber of Commerce Trick or Treat Street 10/28; Christmas in the Park 12/2; Youth sports; older active adult programming; Built for Mead and Community Center.

b. Weld RE-5J Cash-in-Lieu Discussion

Community Development Director Jason Bradford reviewed the school district map which shows Weld RE-5J overlapping the future Turion development.

Nate Sassano, Weld RE-5J Board member, and Mike Everest, Weld RE-5J CFO, discussed the district cash-in lieu amounts.

The Board discussed the location of the district, size of district and comparison to SVVSD.

7. Proclamations

a. National Preparedness Month September 2023

Motion was made by Trustee Schranz, seconded by Trustee Adams, to approve the signing of a proclamation for National Preparedness Month September, 2023. Motion carried 6-0, on a roll call vote.

b. Constitution Week September 17-23, 2023

Motion was made by Trustee Parr, seconded by Mayor Pro Tem Cartwright, to approve the signing of a proclamation for Constitution Week September 17-23, 2023. Motion carried 6-0, on a roll call vote.

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

There was no public comment at this time.

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

a. Approval of Minutes - Regular Meeting August 28, 2023

b. August 2023 Aging Report

c. Check Register September 11, 2023

d. CIRSA 2024 Property / Casualty Insurance Renewal

e. **Resolution No. 60-R-2023** – A Resolution of the Town of Mead, Colorado, Approving a Cooperation Agreement among the Town, the Mead Urban Renewal Authority and Access 25 Metropolitan District Nos. 1-6

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

10. Mead Liquor Licensing Authority

Motion was made by Trustee Parr, seconded by Trustee Adams, to recess the Board of Trustees meeting and convene as the Mead Liquor Licensing Authority. Motion carried 6-0, on a roll call vote.

a. New Liquor License Application – Fermented Malt Beverage (Beer) and Wine: **QuikTrip**

Mayor Whitlow opened the public hearing for the QuikTrip Corporation application at 6:33 p.m.

Town Clerk Mary Strutt entered into evidence the application and supporting documents for a Fermented Malt Beverage (Beer) and Wine license for QuikTrip Corporation at 3571 Highland Drive.

Mike Talcott, Brittany Sikorski and Adam Geiger, QuikTrip Corporation, and QuikTrip Colorado Liquor Counsel Cory Tipton discussed the proposed retail store which is under construction and scheduled to open December 2023. The applicant discussed training protocols and system requirements for date of birth confirmation.

There was no public comment.

The Board discussed onsite parking, how the applicant will handle on-premises consumption and operating hours.

Motion was made by Trustee Adams, seconded by Trustee Schranz, to approve the application of QuikTrip Corporation for a new fermented malt beverage and wine liquor license based on the

findings set forth in the staff report for the September 11, 2023, meeting and based on the additional findings:

- ***The applicant is of good moral character and not prohibited as a licensee; and***
- ***That the premises and their location are suitable based on a review of the plans submitted; and***
- ***That the petition submitted by the applicant, along with testimony received at the public hearing indicate that existing outlets are inadequate to serve the thirst needs of the neighborhood and that there is a desire for an additional fermented malt beverage and wine location as measured by reasonable requirements of the neighborhood.***

  It was further moved that the approval is conditional upon the following:

  1. ***Applicant receiving a certificate of occupancy for the premises within one year of the date of this approval.***
  2. ***A determination upon inspection by town staff that the building complies with the architect's drawing, plot plan and detailed interior diagram submitted with the application.***

Trustee Adams further moved to direct town staff to notify the State of Colorado Liquor Enforcement Division of this approval. Motion carried 6-0, on a roll call vote.

Motion was made by Trustee Parr, seconded by Trustee Adams, to adjourn the meeting of the Mead Liquor Licensing Authority and reconvene the meeting of the Board of Trustees. Motion carried 6-0, on a roll call vote.

Mayor Whitlow closed the public hearing at 6:55 p.m.

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

There was no public comment at this time.

12. Elected Official Reports

a. Town Trustees

The Trustees had no reports at this time.

b. Mayor Whitlow

Mayor Whitlow thanked everyone for their participation in Community Day.

13. Adjournment

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

The Regular Meeting of the Town of Mead Board of Trustees adjourned at approximately 6:57 p.m. on Monday, September 11, 2023.

____

Colleen G. Whitlow, Mayor

ATTEST:

____

Mary E. Strutt, MMC, Town Clerk

TOWN OF MEAD
COMBINED CASH INVESTMENT
AUGUST 31, 2023

COMBINED CASH ACCOUNTS

99-01-1001	INDEPENDENT BANK - CHECKING	2,036,139.99
99-01-1002	TBK BANK - OFFICE CHECK	59,356.23
99-01-1003	TBK BANK - MONEY MARKET	146,931.70
99-01-1005	TBK BANK - FLEX DEBIT CARDS	29,370.85
99-01-1011	XPRESS DEPOSIT ACCOUNT	37,062.98
99-01-1023	COLOTRUST PLUS	13,197,616.24
99-01-1024	COLOTRUST PRIME	10,463.81
99-01-1025	CSIP	5,308,380.15
99-01-1026	CSAFE	12,687,747.60
99-01-1075	UTILITY CASH CLEARING	72.15
99-01-1076	A/R CASH CLEARING	(4,146.52)
99-01-1077	COURT CASH CLEARING	(1,640.00)
99-01-1078	BUSINESS LICENSE CASH CLEARING	(2,373.75)
	TOTAL COMBINED CASH	33,504,981.43
99-01-0100	CASHALLOCATED TO OTHER FUNDS	(33,504,981.43)
	TOTAL UNALLOCATED CASH	.00

CASH ALLOCATION RECONCILIATION

1	ALLOCATION TO GENERAL FUND	13,523,767.07
4	ALLOCATION TO STREET IMPROVEMENT FUND	2,793,249.04
5	ALLOCATION TO CONSERVATION TRUST FUND	76,455.91
6	ALLOCATION TO SEWER FUND	1,445,228.84
8	ALLOCATION TO POLICE FUND	181,440.99
9	ALLOCATION TO MUNICIPAL FACILITIES FUND	2,919,534.72
14	ALLOCATION TO TRANSPORTATION FUND	6,531,158.96
18	ALLOCATION TO PARKS & OPEN SPACE	1,234,616.06
19	ALLOCATION TO CAPITAL IMPROVEMENT FUND	1,266,382.05
20	ALLOCATION TO MEAD URBAN RENEWAL AUTHORITY	3,533,147.79
	TOTAL ALLOCATIONS TO OTHER FUNDS	33,504,981.43
	ALLOCATION FROM COMBINED CASH FUND - 99-01-0100	(33,504,981.43)
	ZERO PROOF IF ALLOCATIONS BALANCE	.00

TOWN OF MEAD
BALANCE SHEET
AUGUST 31, 2023

GENERAL FUND

ASSETS

01-01-0100	COMBINED CASH		13,523,767.07	
01-01-1007	CASH DRAWER - TOWN HALL		500.00	
01-01-1008	CASH DRAWER - POLICE		100.00	
01-01-1250	PROPERTY TAXES RECEIVABLE		1,614,048.94	
01-01-1300	A/R - BILLED ACCOUNTS		65,774.19	
01-01-1301	A/R - GENERAL		740,812.42	
01-01-1302	PREPAID EXPENSE		39,257.75	
01-01-1307	24HOUR FLEX DEPOSIT		1,500.00	
	TOTAL ASSETS			15,985,760.37

LIABILITIES AND EQUITY

LIABILITIES

01-02-2000	ACCOUNTS PAYABLE		57,053.93	
01-02-2300	457(B) DEFERRED COMP PAYABLE		7,322.91	
01-02-2301	SALARIES & WAGES PAYABLE		94,339.19	
01-02-2302	FLEXPLAN PAYABLE		11,142.90	
01-02-2306	RESTITUTION PAYABLE		195.00	
01-02-2308	DEPOSITS PAYABLE		1,400.00	
01-02-2310	EMPLOYEE HEALTH INS. PAYABLE		(5,485.43)	
01-02-2311	FPPA PAYABLE		11,622.37	
01-02-2312	WORKERS COMP INSURANCE PAYABLE		(13,583.67)	
01-02-2314	401(A) CONTRIBUTIONS PAYABLE		774.42	
01-02-2400	FED. WITHHOLDING TAX PAYABLE		13,736.14	
01-02-2401	SOCIAL SECURITY TAX PAYABLE		8,742.87	
01-02-2402	MEDICARE TAX PAYABLE		3,755.46	
01-02-2403	STATE WITHHOLDING TAX PAYABLE		13,832.21	
01-02-2404	STATE UNEMPLOYMENT TAX PAYABLE		1,236.27	
01-02-2410	MISC PAYROLL PAYABLE		106,646.43	
01-02-2600	WARRANTY FUNDS		1,792,187.07	
01-02-2610	DEVELOPER DEPOSITS		226,250.00	
01-02-2615	DEVELOPER LIABILITIES		129,371.54	
01-02-2700	DEFERRED INFLOWS- PROPERTY TAX		1,614,048.94	
01-02-2705	DEFERRED REVENUE		1,162,831.09	
01-02-2706	UNAVAILABLE REVENUE		5,647.14	
	TOTAL LIABILITIES			5,243,066.78

FUND EQUITY

01-02-3001	FUND BALANCE		8,927,822.98	
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	1,814,870.61		
	BALANCE - CURRENT DATE		1,814,870.61	
	TOTAL FUND EQUITY			10,742,693.59

TOTAL LIABILITIES AND EQUITY	15,985,760.37

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2023

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	TAXES					
01-10-4000	PROPERTY TAX	8,417.20	1,584,743.41	1,590,197.00	5,453.59	99.7
01-10-4010	SALES TAX	283,558.62	2,745,459.85	4,008,649.00	1,263,189.15	68.5
01-10-4012	LODGING TAX	(226.45)	474.00	1,000.00	526.00	47.4
01-10-4015	ROAD & BRIDGE TAX	17,241.00	51,723.00	82,000.00	30,277.00	63.1
01-10-4020	SPECIFIC OWNERSHIP TAX	6,840.38	52,927.06	91,627.00	38,699.94	57.8
01-10-4030	BUILDING PERMIT USE TAX	38,537.31	308,025.64	411,556.00	103,530.36	74.8
01-10-4040	CIGARETTE TAX	915.05	6,427.64	15,000.00	8,572.36	42.9
01-10-4050	MURA REVENUE SHARING	.00	150,341.97	150,778.00	436.03	99.7
01-10-4070	FEDERAL MINERAL LEASE	52,134.83	52,134.83	35,000.00	(17,134.83)	149.0
01-10-4071	STATE SEVERANCE TAXES	217,697.32	217,697.32	50,000.00	(167,697.32)	435.4
	TOTAL TAXES	625,115.26	5,169,954.72	6,435,807.00	1,265,852.28	80.3
	FEES AND PERMITS					
01-11-4100	BUILDING PERMIT FEES	54,423.37	363,417.54	692,195.00	328,777.46	52.5
01-11-4102	OTHER PERMITS	1,061.19	39,319.98	54,200.00	14,880.02	72.6
01-11-4103	CONVENIENCE FEE	2,582.39	24,092.99	25,000.00	907.01	96.4
01-11-4110	BUILDING PERMIT - ADMIN. FEES	8,250.00	46,300.00	75,000.00	28,700.00	61.7
01-11-4111	PASSPORT FEES	1,105.00	5,825.00	7,000.00	1,175.00	83.2
01-11-4112	TOWN HALL/PARK FEES	.00	615.00	3,000.00	2,385.00	20.5
01-11-4120	FRANCHISE FEES	18,290.85	212,836.15	236,250.00	23,413.85	90.1
01-11-4130	DEVELOPER APPLICATION FEES	2,179.78	16,752.58	65,000.00	48,247.42	25.8
01-11-4140	ROYALTIES	9,513.66	154,513.05	450,000.00	295,486.95	34.3
	TOTAL FEES AND PERMITS	97,406.24	863,672.29	1,607,645.00	743,972.71	53.7
	LICENSES					
01-12-4200	BUSINESS/SALES TAX LICENSE	810.00	8,145.00	10,500.00	2,355.00	77.6
01-12-4210	LIQUOR LICENSE	1,852.50	2,178.75	1,500.00	(678.75)	145.3
01-12-4220	PET LICENSES	20.00	390.00	650.00	260.00	60.0
	TOTAL LICENSES	2,682.50	10,713.75	12,650.00	1,936.25	84.7
	CHARGES FOR SERVICES					
01-13-4304	IGA--SCHOOL RESOURCE OFFICERS	.00	.00	161,561.00	161,561.00	.0
01-13-4305	SCHOOL GUARD REIMBURSEMENT	.00	12,106.50	20,000.00	7,893.50	60.5
01-13-4310	NEW DEVELOPMENT CHARGES	24,987.25	236,176.26	250,000.00	13,823.74	94.5
01-13-4360	SALES OF MERCHANDISE	20.00	100.00	.00	(100.00)	.0
01-13-4624	SENIOR EVENT FEES	20.00	110.00	400.00	290.00	27.5
01-13-4625	RECREATION REGISTRATION FEES	7,815.00	48,742.00	40,000.00	(8,742.00)	121.9
01-13-4626	SUMMER REC FIELD TRIPS/REGISTR	.00	85.00	.00	(85.00)	.0
	TOTAL CHARGES FOR SERVICES	32,842.25	297,319.76	471,961.00	174,641.24	63.0

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2023

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	FINES AND FORFEITS					
01-14-4420	COURT FINES	5,190.00	31,485.29	40,000.00	8,514.71	78.7
01-14-4422	COURT COSTS	1,500.00	9,634.71	21,000.00	11,365.29	45.9
01-14-4423	POLICE REPORTS	7.50	1,619.38	3,600.00	1,980.62	45.0
01-14-4620	MISC. POLICE INCOME	75.00	607.07	500.00	(107.07)	121.4
	TOTAL FINES AND FORFEITS	6,772.50	43,346.45	65,100.00	21,753.55	66.6
	GRANTS & ECONOMIC DEVELOPMENT					
01-15-4516	GRANT - UNITED WAY	.00	2,500.00	.00	(2,500.00)	.0
01-15-4518	FED'L GRANT--AMER RESCUE PLAN	.00	.00	149,932.00	149,932.00	.0
01-15-4526	POLICE GRANTS	.00	6,645.58	122,751.00	116,105.42	5.4
	TOTAL GRANTS & ECONOMIC DEVELOPME	.00	9,145.58	272,683.00	263,537.42	3.4
	MISCELLANEOUS					
01-18-4619	INTEREST & DIVIDEND INCOME	58,130.31	442,295.11	192,000.00	(250,295.11)	230.4
01-18-4620	MISC. INCOME	2,058.62	103,103.79	9,995.00	(93,108.79)	1031.6
01-18-4622	DONATIONS/FUNDRAISING	500.00	750.68	5,000.00	4,249.32	15.0
01-18-4623	SALE OF ASSETS	6,635.00	6,635.00	10,000.00	3,365.00	66.4
01-18-4625	METRO DISTRICT PAYMENTS	10,732.44	71,380.72	75,000.00	3,619.28	95.2
01-18-4648	DELINQUENT INTEREST EARNED	233.24	1,359.51	2,000.00	640.49	68.0
	TOTAL MISCELLANEOUS	78,289.61	625,524.81	293,995.00	(331,529.81)	212.8
	TOTAL FUND REVENUE	843,108.36	7,019,677.36	9,159,841.00	2,140,163.64	76.6

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2023

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ADMINISTRATION					
01-40-5001	SALARIES & WAGES	29,608.71	259,183.84	361,164.00	101,980.16	71.8
01-40-5050	CLEANING	677.54	4,742.78	12,000.00	7,257.22	39.5
01-40-5055	OVERTIME	129.92	1,430.77	.00	(1,430.77)	.0
01-40-5060	PAYROLL TAXES	1,511.76	19,155.37	27,629.00	8,473.63	69.3
01-40-5065	WORKERS COMP	82.76	1,552.42	2,251.00	698.58	69.0
01-40-5066	HEALTH INSURANCE	3,399.51	31,084.40	50,718.00	19,633.60	61.3
01-40-5067	DEFERRED COMP/RETIREMENT	2,131.39	19,118.71	28,402.00	9,283.29	67.3
01-40-5068	MEDICAL SAVINGS	360.38	2,363.49	3,786.00	1,422.51	62.4
01-40-5075	EMPLOYMENT/RECRUITMENT EXPENSE	.00	750.00	10,232.00	9,482.00	7.3
01-40-5200	OFFICE SUPPLIES	581.13	4,059.31	7,000.00	2,940.69	58.0
01-40-5201	COMPUTER/TECHNOLOGY	1,226.00	32,301.00	40,000.00	7,699.00	80.8
01-40-5202	PRINTING EXPENSE	.00	106.84	2,500.00	2,393.16	4.3
01-40-5203	UNIFORMS	294.08	415.58	1,200.00	784.42	34.6
01-40-5205	POSTAGE	819.48	5,948.13	8,000.00	2,051.87	74.4
01-40-5210	OPERATING SUPPLIES	564.37	4,061.42	7,500.00	3,438.58	54.2
01-40-5212	FURNISHINGS	8,160.27	8,801.69	10,000.00	1,198.31	88.0
01-40-5215	REPAIRS & MAINT	1,876.50	11,215.39	20,000.00	8,784.61	56.1
01-40-5216	FLEET R&M	.00	41.98	.00	(41.98)	.0
01-40-5253	GAS & OIL	18.02	249.13	1,000.00	750.87	24.9
01-40-5300	TELEPHONE	534.53	4,393.61	7,352.00	2,958.39	59.8
01-40-5305	UTILITIES	933.61	5,839.50	10,500.00	4,660.50	55.6
01-40-5310	TRASH REMOVAL	78.49	627.92	1,260.00	632.08	49.8
01-40-5315	COPIER EXPENSES	621.07	3,952.39	9,000.00	5,047.61	43.9
01-40-5320	PROPERTY & LIABILITY INSURANCE	.00	4,781.92	9,390.00	4,608.08	50.9
01-40-5325	INTERNET/WEBSITE EXPENSE	457.30	8,183.40	10,000.00	1,816.60	81.8
01-40-5330	TRAINING	.00	3,161.74	20,000.00	16,838.26	15.8
01-40-5331	DUES AND SUBSCRIPTIONS	1,047.18	17,765.66	30,000.00	12,234.34	59.2
01-40-5332	TUITION REIMBURSEMENT	.00	.00	3,000.00	3,000.00	.0
01-40-5348	PEST CONTROL	.00	4,416.00	.00	(4,416.00)	.0
01-40-5353	WATER ASSESSMENTS	.00	1,113.50	1,400.00	286.50	79.5
01-40-5399	OTHER PROFESSIONAL SERVICES	816.20	7,269.60	13,772.00	6,502.40	52.8
01-40-5400	LEGAL FEES	15,568.55	128,904.74	216,315.00	87,410.26	59.6
01-40-5401	CONSULTING FEES	12,907.68	131,113.71	160,262.00	29,148.29	81.8
01-40-5415	AUDIT FEES	.00	9,450.00	15,954.00	6,504.00	59.2
01-40-5416	PASSPORT EXPENSES	.00	39.98	400.00	360.02	10.0
01-40-5425	COUNTY TREASURER'S FEE	86.48	15,834.19	15,902.00	67.81	99.6
01-40-5426	PROPERTY/SALES TAX REBATE	806.31	806.31	1,000.00	193.69	80.6
01-40-5560	CAPITAL OUTLAY--SFTWR UPGRADES	.00	16,290.13	25,000.00	8,709.87	65.2
01-40-5700	MISC. EXPENSE	3,182.21	5,456.52	10,000.00	4,543.48	54.6
01-40-5701	BANK FEES	9,012.35	24,162.15	26,000.00	1,837.85	92.9
01-40-5705	MILEAGE	758.32	7,947.11	10,000.00	2,052.89	79.5
01-40-5720	CONTINGENCIES	.00	.00	25,000.00	25,000.00	.0
	TOTAL ADMINISTRATION	98,252.10	808,092.33	1,214,889.00	406,796.67	66.5

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	BOARD OF TRUSTEES					
01-41-5001	SALARIES & WAGES	1,618.06	13,826.26	18,975.00	5,148.74	72.9
01-41-5030	MAYOR AND BOARD SALARIES	4,400.00	39,600.00	48,000.00	8,400.00	82.5
01-41-5060	PAYROLL TAXES	456.61	4,055.25	5,124.00	1,068.75	79.1
01-41-5065	WORKERS COMP	15.87	49.97	39.00	(10.97)	128.1
01-41-5066	HEALTH INSURANCE	185.72	1,573.59	2,248.00	674.41	70.0
01-41-5067	DEFERRED COMP	80.90	691.29	880.00	188.71	78.6
01-41-5068	MEDICAL SAVINGS	6.24	53.04	76.00	22.96	69.8
01-41-5075	EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	500.00	500.00	.0
01-41-5201	COMPUTER / TECHNOLOGY	.00	.00	10,000.00	10,000.00	.0
01-41-5210	OPERATING SUPPLIES	51.46	929.71	2,000.00	1,070.29	46.5
01-41-5212	FURNISHINGS	.00	.00	5,000.00	5,000.00	.0
01-41-5230	ELECTIONS	.00	.00	15,000.00	15,000.00	.0
01-41-5320	PROPERTY & LIABILITY INSURANCE	.00	1,603.63	3,756.00	2,152.37	42.7
01-41-5330	TRAINING	2,688.19	10,379.96	15,000.00	4,620.04	69.2
01-41-5331	DUES & SUBSCRIPTIONS	.00	760.84	1,200.00	439.16	63.4
01-41-5340	PUBLISHED NOTICES	75.46	1,394.04	2,500.00	1,105.96	55.8
01-41-5341	ORDINANCE CODIFICATION	.00	2,928.66	7,500.00	4,571.34	39.1
01-41-5347	COMMUNITY CONTRIBUTIONS	.00	10,700.00	24,000.00	13,300.00	44.6
01-41-5399	OTHER PROFESSIONAL SERVICES	.00	3,400.00	5,000.00	1,600.00	68.0
01-41-5430	RECORDING FEES	.00	.00	2,000.00	2,000.00	.0
01-41-5700	MISC. EXPENSE	1,127.75	2,668.75	5,000.00	2,331.25	53.4
01-41-5841	BOARD OUTREACH ACTIVITIES	2,403.96	7,604.43	10,000.00	2,395.57	76.0
	TOTAL BOARD OF TRUSTEES	13,110.22	102,219.42	183,798.00	81,578.58	55.6

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	POLICE					
01-42-5001	SALARIES & WAGES	108,144.84	959,681.86	1,734,231.00	774,549.14	55.3
01-42-5022	POLICE	.00	594.00	.00	(594.00)	.0
01-42-5050	CLEANING	829.58	5,807.06	8,000.00	2,192.94	72.6
01-42-5055	OVERTIME	3,551.60	14,874.99	25,000.00	10,125.01	59.5
01-42-5060	PAYROLL TAXES	2,590.91	23,127.04	40,217.00	17,089.96	57.5
01-42-5065	WORKERS COMP	16,438.62	50,178.65	30,984.00	(19,194.65)	162.0
01-42-5066	HEALTH INSURANCE	16,365.55	137,313.37	214,932.00	77,618.63	63.9
01-42-5067	DEFERRED COMP	430.56	3,400.14	5,715.00	2,314.86	59.5
01-42-5068	MEDICAL SAVINGS	223.30	1,903.05	2,295.00	391.95	82.9
01-42-5069	FPPA	8,966.45	78,104.15	140,271.00	62,166.85	55.7
01-42-5071	D&D	3,209.09	27,953.16	48,518.00	20,564.84	57.6
01-42-5075	EMPLOYMENT/RECRUITMENT EXPENSE	.00	2,291.40	5,000.00	2,708.60	45.8
01-42-5200	OFFICE SUPPLIES	76.62	984.48	4,000.00	3,015.52	24.6
01-42-5201	COMPUTER / TECHNOLOGY	12,909.96	28,661.35	42,250.00	13,588.65	67.8
01-42-5203	UNIFORMS	143.28	143.28	800.00	656.72	17.9
01-42-5210	OPERATING SUPPLIES	194.08	10,162.58	9,000.00	(1,162.58)	112.9
01-42-5215	REPAIR & MAINTENANCE	1,262.97	7,244.62	4,000.00	(3,244.62)	181.1
01-42-5216	FLEET R&M	439.97	16,027.15	14,602.00	(1,425.15)	109.8
01-42-5253	GAS & OIL	2,699.19	18,147.44	40,000.00	21,852.56	45.4
01-42-5254	UNIFORMS & TOOLS	2,339.61	8,602.99	22,800.00	14,197.01	37.7
01-42-5255	OPERATING EQUIPMENT	.00	34,638.28	42,550.00	7,911.72	81.4
01-42-5300	TELEPHONES	1,297.04	9,610.82	16,000.00	6,389.18	60.1
01-42-5305	UTILITIES	875.66	8,476.43	18,000.00	9,523.57	47.1
01-42-5310	TRASH REMOVAL	153.23	1,148.66	600.00	(548.66)	191.4
01-42-5315	COPIER EXPENSE	200.00	1,448.62	3,500.00	2,051.38	41.4
01-42-5320	GENERAL LIABILITY INSURANCE	.00	26,694.68	57,040.00	30,345.32	46.8
01-42-5325	INTERNET/WEBSITE EXPENSE	132.45	1,059.60	2,000.00	940.40	53.0
01-42-5330	TRAINING	1,445.00	13,884.60	39,858.00	25,973.40	34.8
01-42-5331	DUES & MEMBERSHIPS	.00	7,910.78	13,600.00	5,689.22	58.2
01-42-5332	TUITION REIMBURSEMENT	.00	.00	9,000.00	9,000.00	.0
01-42-5343	CONTRACTUAL SERVICES	3,916.96	60,127.13	108,000.00	47,872.87	55.7
01-42-5346	ANIMAL IMPOUND FEE	190.00	3,145.00	5,000.00	1,855.00	62.9
01-42-5348	PEST CONTROL	.00	.00	2,000.00	2,000.00	.0
01-42-5349	WELLNESS PROGRAM	.00	1,254.00	3,500.00	2,246.00	35.8
01-42-5350	LAB FEES	177.63	177.63	500.00	322.37	35.5
01-42-5399	OTHER PROFESSIONAL SERVICES	.00	315.00	2,386.00	2,071.00	13.2
01-42-5400	LEGAL FEES	.00	.00	15,000.00	15,000.00	.0
01-42-5500	CAPITAL OUTLAY	.00	42,069.96	45,000.00	2,930.04	93.5
01-42-5700	MISC. EXPENSE	234.35	2,513.33	5,000.00	2,486.67	50.3
	TOTAL POLICE	189,438.50	1,609,677.28	2,781,149.00	1,171,471.72	57.9

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	COMMUNITY DEVELOPMENT					
01-43-5001	SALARIES & WAGES	27,538.67	201,521.41	291,147.00	89,625.59	69.2
01-43-5060	PAYROLL TAXES	2,075.04	15,246.27	22,273.00	7,026.73	68.5
01-43-5065	WORKERS COMP	35.33	185.42	257.00	71.58	72.2
01-43-5066	HEALTH INSURANCE	4,006.51	26,838.35	77,981.00	51,142.65	34.4
01-43-5067	DEFERRED COMP	1,150.60	8,645.43	29,364.00	20,718.57	29.4
01-43-5068	MEDICAL SAVINGS	133.33	508.33	1,033.00	524.67	49.2
01-43-5075	EMPLOYMENT/RECRUITMENT EXPENSE	.00	323.76	500.00	176.24	64.8
01-43-5200	OFFICE SUPPLIES	131.39	917.50	500.00	(417.50)	183.5
01-43-5201	COMPUTER / TECHNOLOGY	127.50	7,778.30	8,000.00	221.70	97.2
01-43-5202	PRINTING EXPENSE	.00	553.54	500.00	(53.54)	110.7
01-43-5203	UNIFORMS	369.77	369.77	1,000.00	630.23	37.0
01-43-5212	FURNISHINGS	.00	.00	1,600.00	1,600.00	.0
01-43-5216	REPAIRS & MAINT--FLEET	.00	103.49	.00	(103.49)	.0
01-43-5300	TELEPHONE	139.50	1,027.21	1,900.00	872.79	54.1
01-43-5320	PROPERTY & LIABILITY INSURANCE	.00	6,414.50	15,024.00	8,609.50	42.7
01-43-5330	TRAINING	.00	3,294.58	8,000.00	4,705.42	41.2
01-43-5331	DUES & MEMBERSHIPS	.00	245.00	2,500.00	2,255.00	9.8
01-43-5353	WATER ASSESSMENTS	.00	.00	100.00	100.00	.0
01-43-5401	CONSULTING FEES	.00	.00	125,000.00	125,000.00	.0
01-43-5410	CONSULTANTS	8,475.00	14,546.38	25,000.00	10,453.62	58.2
01-43-5411	ANNEXATIONS & REZONING EXPENSE	.00	1,258.60	15,000.00	13,741.40	8.4
01-43-5460	BUILDING INSPECTIONS	5,817.92	169,034.83	246,884.00	77,849.17	68.5
01-43-5700	MISC.	338.21	1,455.07	2,000.00	544.93	72.8
	TOTAL COMMUNITY DEVELOPMENT	50,338.77	460,267.74	875,563.00	415,295.26	52.6

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PARKS					
01-45-5001	SALARIES & WAGES	28,313.12	196,211.39	258,619.00	62,407.61	75.9
01-45-5055	OVERTIME	547.25	6,901.11	1,735.00	(5,166.11)	397.8
01-45-5060	PAYROLL TAXES	2,205.74	15,470.90	19,917.00	4,446.10	77.7
01-45-5065	WORKERS COMP	1,364.75	5,786.06	7,614.00	1,827.94	76.0
01-45-5066	HEALTH INSURANCE	3,996.85	27,285.86	38,522.00	11,236.14	70.8
01-45-5067	DEFERRED COMP	624.23	5,519.46	9,106.00	3,586.54	60.6
01-45-5068	MEDICAL SAVINGS	84.36	604.56	908.00	303.44	66.6
01-45-5075	EMPLOYMENT/RECRUITMENT EXPENSE	61.46	368.76	.00	(368.76)	.0
01-45-5203	UNIFORMS	.00	1,074.94	.00	(1,074.94)	.0
01-45-5210	OPERATING SUPPLIES	354.23	5,155.64	6,000.00	844.36	85.9
01-45-5212	FURNISHINGS	.00	.00	2,500.00	2,500.00	.0
01-45-5215	REPAIRS & MAINTENANCE	8,179.92	15,031.23	38,000.00	22,968.77	39.6
01-45-5216	FLEET R&M	276.03	5,988.01	5,000.00	(988.01)	119.8
01-45-5253	GAS & OIL	656.83	4,527.45	5,000.00	472.55	90.6
01-45-5254	TOOLS	.00	434.68	1,500.00	1,065.32	29.0
01-45-5300	TELEPHONE	195.00	1,485.00	1,500.00	15.00	99.0
01-45-5305	UTILITIES	3,871.61	13,897.20	40,000.00	26,102.80	34.7
01-45-5310	TRASH REMOVAL	.00	.00	2,500.00	2,500.00	.0
01-45-5320	PROPERTY & LIABILITY INSURANCE	.00	8,018.12	18,780.00	10,761.88	42.7
01-45-5330	TRAINING	62.30	1,100.30	2,500.00	1,399.70	44.0
01-45-5348	PEST CONTROL	10,741.20	19,573.20	33,000.00	13,426.80	59.3
01-45-5349	WELLNESS PROGRAM	15.00	135.00	250.00	115.00	54.0
01-45-5363	WEED CONTROL	279.39	2,861.89	5,000.00	2,138.11	57.2
01-45-5369	EQUIPMENT RENTAL	.00	22.95	1,000.00	977.05	2.3
01-45-5370	LANDSCAPING	1,491.74	9,580.75	18,000.00	8,419.25	53.2
01-45-5371	TREE MAINTENANCE	287.40	3,377.40	25,000.00	21,622.60	13.5
01-45-5372	IRRIGATION SYSTEM	1,726.58	23,769.06	30,000.00	6,230.94	79.2
01-45-5405	PARK ENGINEERING	.00	55.00	.00	(55.00)	.0
01-45-5500	CAPITAL OUTLAY	49,575.00	57,215.00	117,000.00	59,785.00	48.9
01-45-5700	MISC. EXPENSE	.00	.00	2,500.00	2,500.00	.0
	TOTAL PARKS	114,909.99	431,450.92	691,451.00	260,000.08	62.4

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ENGINEERING					
01-47-5001	SALARIES & WAGES	33,699.55	299,023.42	444,869.00	145,845.58	67.2
01-47-5050	CLEANING	746.00	5,222.00	7,000.00	1,778.00	74.6
01-47-5055	OVERTIME	3,093.64	12,319.71	.00	(12,319.71)	.0
01-47-5060	PAYROLL TAXES	2,795.46	23,654.12	536.00	(23,118.12)	4413.1
01-47-5065	WORKERS COMP	2,124.50	5,497.23	9,114.00	3,616.77	60.3
01-47-5066	HEALTH INSURANCE	3,469.21	29,367.48	41,785.00	12,417.52	70.3
01-47-5067	DEFERRED COMP	1,839.65	13,202.75	16,188.00	2,985.25	81.6
01-47-5068	MEDICAL SAVINGS	120.38	1,039.89	1,306.00	266.11	79.6
01-47-5075	EMPLOYMENT/RECRUITMENT EXPENSE	.00	735.48	200.00	(535.48)	367.7
01-47-5200	OFFICE SUPPLIES	450.48	3,717.09	1,000.00	(2,717.09)	371.7
01-47-5201	COMPUTER/TECHNOLOGY	300.00	4,025.11	8,000.00	3,974.89	50.3
01-47-5203	UNIFORMS	130.00	1,251.91	1,000.00	(251.91)	125.2
01-47-5210	OPERATING SUPPLIES	631.07	13,299.08	3,000.00	(10,299.08)	443.3
01-47-5212	FURNISHINGS	.00	641.42	3,000.00	2,358.58	21.4
01-47-5215	REPAIRS & MAINTENANCE	1,687.74	25,622.94	10,000.00	(15,622.94)	256.2
01-47-5216	REPAIR & MAINTENANCE--FLEET	250.40	479.94	3,000.00	2,520.06	16.0
01-47-5253	GAS & OIL	421.85	3,166.09	5,000.00	1,833.91	63.3
01-47-5300	TELEPHONE	286.04	2,414.32	2,880.00	465.68	83.8
01-47-5305	UTILITIES	1,293.16	12,264.90	15,000.00	2,735.10	81.8
01-47-5310	TRASH	179.79	1,283.96	1,500.00	216.04	85.6
01-47-5315	COPIER EXPENSES	160.55	1,217.81	5,000.00	3,782.19	24.4
01-47-5320	PROPERTY & LIABILITY INSURANCE	.00	4,009.07	9,390.00	5,380.93	42.7
01-47-5330	TRAINING	270.17	1,849.72	5,000.00	3,150.28	37.0
01-47-5331	DUES & SUBSCRIPTIONS	.00	630.00	600.00	(30.00)	105.0
01-47-5399	OTHER PROFESSIONAL SERVICES	105.00	105.00	1,386.00	1,281.00	7.6
01-47-5405	ENGINEERING FEES	4,576.50	22,585.05	30,000.00	7,414.95	75.3
01-47-5700	MISC. EXPENSE	141.59	269.42	5,000.00	4,730.58	5.4
	TOTAL ENGINEERING	58,772.73	488,894.91	630,754.00	141,859.09	77.5

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	MUNICIPAL COURT					
01-48-5001	SALARIES & WAGES	3,784.46	26,390.96	48,673.00	22,282.04	54.2
01-48-5040	JUDGE	1,500.00	11,495.00	20,000.00	8,505.00	57.5
01-48-5055	OVERTIME	81.23	183.95	.00	(183.95)	.0
01-48-5060	PAYROLL TAXES	293.73	2,009.33	3,724.00	1,714.67	54.0
01-48-5065	WORKERS COMP	10.61	36.67	48.00	11.33	76.4
01-48-5066	HEALTH INSURANCE	609.92	3,898.60	7,583.00	3,684.40	51.4
01-48-5067	DEFERRED COMP	80.90	691.29	2,483.00	1,791.71	27.8
01-48-5068	MEDICAL SAVINGS	47.90	157.19	84.00	(73.19)	187.1
01-48-5075	EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	500.00	500.00	.0
01-48-5201	COMPUTER/TECHNOLOGY	.00	.00	3,000.00	3,000.00	.0
01-48-5203	UNIFORMS	.00	.00	200.00	200.00	.0
01-48-5235	COURT COSTS	.00	203.70	1,500.00	1,296.30	13.6
01-48-5300	TELEPHONE	.00	65.62	800.00	734.38	8.2
01-48-5320	PROPERTY & LIABILITY INSURANCE	.00	1,603.63	3,756.00	2,152.37	42.7
01-48-5330	TRAINING	52.00	52.00	1,000.00	948.00	5.2
01-48-5331	DUES & MEMBERSHIPS	.00	50.00	100.00	50.00	50.0
01-48-5399	OTHER PROFFESSIONAL SERVICES	148.40	1,553.40	1,881.00	327.60	82.6
01-48-5455	PROSECUTING ATTORNEY	5,660.00	14,532.50	25,000.00	10,467.50	58.1
01-48-5456	PUBLIC DEFENDER	.00	.00	10,000.00	10,000.00	.0
01-48-5700	MISC. EXPENSE	31.96	245.26	1,000.00	754.74	24.5
	TOTAL MUNICIPAL COURT	12,301.11	63,169.10	131,332.00	68,162.90	48.1

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	COMMUNITY ENGAGEMENT					
01-49-5001	SALARIES & WAGES	15,422.62	127,681.12	217,304.00	89,622.88	58.8
01-49-5055	OVERTIME	.00	334.53	5,000.00	4,665.47	6.7
01-49-5060	PAYROLL TAXES	1,167.53	9,694.38	17,006.00	7,311.62	57.0
01-49-5065	WORKERS COMP	147.53	1,272.60	1,504.00	231.40	84.6
01-49-5066	HEALTH INSURANCE	1,549.25	12,126.56	21,597.00	9,470.44	56.2
01-49-5067	DEFERRED COMP	407.38	5,089.97	4,720.00	(369.97)	107.8
01-49-5068	MEDICAL SAVINGS	105.72	789.86	437.00	(352.86)	180.8
01-49-5075	EMPLOYMENT/RECRUITMENT EXPENSE	10.00	743.94	1,500.00	756.06	49.6
01-49-5201	COMPUTER/TECHNOLOGY	.00	1,176.70	3,000.00	1,823.30	39.2
01-49-5202	PRINTING EXPENSE	1,524.07	3,833.94	10,000.00	6,166.06	38.3
01-49-5203	UNIFORMS	.00	698.33	1,500.00	801.67	46.6
01-49-5205	POSTAGE	.00	472.88	2,500.00	2,027.12	18.9
01-49-5216	FLEET R&M	.00	5,497.75	.00	(5,497.75)	.0
01-49-5220	TOWN DECORATIONS	.00	1,123.89	10,000.00	8,876.11	11.2
01-49-5236	COMMUNITY ENGAGEMENT	2,062.50	8,495.14	10,000.00	1,504.86	85.0
01-49-5253	GAS & OIL	45.22	188.68	.00	(188.68)	.0
01-49-5260	RECREATION PROGRAMS	2,944.41	38,647.71	50,000.00	11,352.29	77.3
01-49-5261	COMMUNITY DAY	36,459.02	44,967.36	48,000.00	3,032.64	93.7
01-49-5262	TOWN EVENTS	1,764.46	40,606.93	69,000.00	28,393.07	58.9
01-49-5265	SENIOR EVENTS	1,208.47	5,880.66	10,000.00	4,119.34	58.8
01-49-5300	TELEPHONE	136.01	976.72	1,080.00	103.28	90.4
01-49-5320	GENERAL LIABILITY INSURANCE	.00	6,883.22	15,374.00	8,490.78	44.8
01-49-5330	TRAINING	387.96	3,255.21	4,000.00	744.79	81.4
01-49-5331	DUES/MEMBERSHIPS	510.00	7,461.86	7,000.00	(461.86)	106.6
01-49-5349	WELLNESS PROGRAM	993.52	12,117.75	19,000.00	6,882.25	63.8
01-49-5399	OTHER PROFESSIONAL SERVICES	.00	.00	2,000.00	2,000.00	.0
01-49-5401	CONSULTANTS	12,377.50	12,377.50	25,000.00	12,622.50	49.5
01-49-5500	CAPITAL OUTLAY--WAYFINDING	.00	.00	25,000.00	25,000.00	.0
01-49-5560	CAPITAL OUTLAY--SFTWR UPGRADES	.00	9,396.94	12,000.00	2,603.06	78.3
01-49-5700	MISC. EXPENSE	96.29	1,054.75	2,000.00	945.25	52.7
	TOTAL COMMUNITY ENGAGEMENT	79,319.46	362,846.88	595,522.00	232,675.12	60.9
	NON-DEPARTMENTAL					
01-90-5500	CAPITAL OUTLAY	.00	.00	50,000.00	50,000.00	.0
01-90-5804	TRANSFER TO STREET IMPVT FD	.00	187,500.00	375,000.00	187,500.00	50.0
01-90-5805	TRANSFER TO CAPITAL IMPROVEMEN	.00	690,225.50	1,380,451.00	690,225.50	50.0
01-90-8151	SPECIAL PROJECTS	.00	.00	100,000.00	100,000.00	.0
01-90-8155	ARPA BROADBAND	.00	462.67	149,932.00	149,469.33	.3
	TOTAL NON-DEPARTMENTAL	.00	878,188.17	2,055,383.00	1,177,194.83	42.7
	TOTAL FUND EXPENDITURES	616,442.88	5,204,806.75	9,159,841.00	3,955,034.25	56.8
	NET REVENUE OVER EXPENDITURES	226,665.48	1,814,870.61	.00	(1,814,870.61)	.0

TOWN OF MEAD
BALANCE SHEET
AUGUST 31, 2023

STREET IMPROVEMENT FUND

	ASSETS			
04-01-0100	COMBINED CASH		2,793,249.04	
04-01-1301	A/R - GENERAL		343,625.75	
04-01-1302	PREPAID EXPENSES		8,809.85	
	TOTAL ASSETS			3,145,684.64
	LIABILITIES AND EQUITY			
	LIABILITIES			
04-02-2000	ACCOUNTS PAYABLE		74,653.50	
04-02-2300	457(B) DEFERRED COMP PAYABLE		727.89	
04-02-2301	SALARIES & WAGES PAYABLE		10,043.70	
04-02-2312	WORKERS COMP INSURANCE PAYABLE		8,322.08	
04-02-2400	FED. WITHHOLDING TAX PAYABLE		988.48	
04-02-2401	SOCIAL SECURITY TAX PAYABLE		1,561.99	
04-02-2402	MEDICARE TAX PAYABLE		365.32	
04-02-2403	STATE WITHHOLDING TAX PAYABLE		1,472.10	
04-02-2404	STATE UNEMPLOYMENT TAX PAYABLE		126.99	
	TOTAL LIABILITIES			98,262.05
	FUND EQUITY			
04-02-3001	FUND BALANCE		2,037,788.40	
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	1,009,634.19		
	BALANCE - CURRENT DATE		1,009,634.19	
	TOTAL FUND EQUITY			3,047,422.59
	TOTAL LIABILITIES AND EQUITY			3,145,684.64

STREET IMPROVEMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	SOURCE 10					
04-10-4005	HIGHWAY USERS TAX	.00	127,584.60	235,190.00	107,605.40	54.3
04-10-4010	SALES TAX	141,779.31	1,372,729.95	2,004,325.00	631,595.05	68.5
04-10-4025	M.V. REGISTSTRATION	2,470.49	16,658.93	27,193.00	10,534.07	61.3
04-10-4030	BUILDING USE TAX	16,575.09	150,683.87	205,778.00	55,094.13	73.2
	TOTAL SOURCE 10	160,824.89	1,667,657.35	2,472,486.00	804,828.65	67.5
	SOURCE 11					
04-11-4102	RIGHT-OF-WAY PERMITS	21,947.50	22,097.50	.00	(22,097.50)	.0
	TOTAL SOURCE 11	21,947.50	22,097.50	.00	(22,097.50)	.0
	SOURCE 16					
04-16-4601	TRANSFER FROM GF	.00	187,500.00	375,000.00	187,500.00	50.0
	TOTAL SOURCE 16	.00	187,500.00	375,000.00	187,500.00	50.0
	SOURCE 18					
04-18-4619	INTEREST INCOME	12,014.29	12,014.29	.00	(12,014.29)	.0
	TOTAL SOURCE 18	12,014.29	12,014.29	.00	(12,014.29)	.0
	TOTAL FUND REVENUE	194,786.68	1,889,269.14	2,847,486.00	958,216.86	66.4

STREET IMPROVEMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENDITURES--STREET IMP FUND					
04-44-5001	SALARIES & WAGES	26,881.78	223,476.73	238,136.00	14,659.27	93.8
04-44-5055	OVERTIME	215.91	4,130.78	9,000.00	4,869.22	45.9
04-44-5060	PAYROLL TAXES	1,997.18	16,836.18	18,906.00	2,069.82	89.1
04-44-5065	WORKERS COMPENSATION	3,452.04	16,401.86	8,078.00	(8,323.86)	203.0
04-44-5066	HEALTH INSURANCE	4,255.84	32,016.91	40,410.00	8,393.09	79.2
04-44-5067	DEFERRED COMP	672.51	6,257.35	5,627.00	(630.35)	111.2
04-44-5068	MEDICAL SAVINGS	54.18	454.25	.00	(454.25)	.0
04-44-5075	EMPLOYMENT/RECRUITMENT EXPENSE	.00	61.46	1,500.00	1,438.54	4.1
04-44-5201	COMPUTER/TECHNOLOGY	1,987.50	9,385.00	25,000.00	15,615.00	37.5
04-44-5203	UNIFORMS	240.25	1,385.27	2,000.00	614.73	69.3
04-44-5210	OPERATING SUPPLIES	.00	1,274.60	2,500.00	1,225.40	51.0
04-44-5212	FURNISHINGS	.00	.00	5,000.00	5,000.00	.0
04-44-5215	REPAIRS & MAINTENANCE--STREETS	103,880.47	182,479.42	240,000.00	57,520.58	76.0
04-44-5216	REPAIR & MAINT.--FLEET	4,362.45	22,805.22	40,000.00	17,194.78	57.0
04-44-5250	ASPHALT/STREET PATCHING	.00	5,490.00	1,800,000.00	1,794,510.00	.3
04-44-5252	STREET SIGNS & MARKERS	625.50	5,242.15	25,000.00	19,757.85	21.0
04-44-5253	GAS & OIL	1,875.70	13,150.12	20,000.00	6,849.88	65.8
04-44-5254	TOOLS	1,629.85	8,598.18	10,000.00	1,401.82	86.0
04-44-5255	SAFETY EQUIPMENT	135.92	2,368.72	3,500.00	1,131.28	67.7
04-44-5300	TELEPHONE	234.97	1,944.72	3,500.00	1,555.28	55.6
04-44-5305	UTILITIES	2,746.90	19,775.76	35,000.00	15,224.24	56.5
04-44-5310	TRASH DISPOSAL	.00	100.00	.00	(100.00)	.0
04-44-5320	PROPERTY & LIABILITY INSURANCE	.00	20,045.32	46,951.00	26,905.68	42.7
04-44-5330	TRAINING	.00	203.44	1,500.00	1,296.56	13.6
04-44-5331	DUES & MEMBERSHIPS	100.00	100.00	1,500.00	1,400.00	6.7
04-44-5360	STREET SWEEPING	2,592.00	18,252.00	15,000.00	(3,252.00)	121.7
04-44-5361	DUST CONTROL	26,139.40	26,139.40	40,000.00	13,860.60	65.4
04-44-5362	GRAVEL	8,246.03	8,246.03	38,000.00	29,753.97	21.7
04-44-5363	WEED CONTROL	6,509.98	6,509.98	3,000.00	(3,509.98)	217.0
04-44-5364	SNOW REMOVAL	.00	31,227.47	100,000.00	68,772.53	31.2
04-44-5365	REPAIR & MAINTENANCE--SEALCOAT	.00	.00	500,000.00	500,000.00	.0
04-44-5366	REPAIR & MAINTENANCE--DRAINAGE	15,348.00	15,348.00	500,000.00	484,652.00	3.1
04-44-5367	STREET STRIPING	.00	.00	75,000.00	75,000.00	.0
04-44-5369	REPAIR & MAINTENANCE--BRIDGES	7.65	10,087.77	127,620.00	117,532.23	7.9
04-44-5405	ENGINEERING FEES	1,725.00	31,478.66	200,000.00	168,521.34	15.7
04-44-5500	CAPITAL OUTLAY	138,362.20	138,362.20	205,000.00	66,637.80	67.5
04-44-5604	2012 GRADER	.00	.00	2,500.00	2,500.00	.0
	TOTAL EXPENDITURES--STREET IMP FUND	354,279.21	879,634.95	4,389,228.00	3,509,593.05	20.0
	TOTAL FUND EXPENDITURES	354,279.21	879,634.95	4,389,228.00	3,509,593.05	20.0
	NET REVENUE OVER EXPENDITURES	(159,492.53)	1,009,634.19	(1,541,742.00)	(2,551,376.19)	65.5

TOWN OF MEAD
BALANCE SHEET
AUGUST 31, 2023

CONSERVATION TRUST FUND

	ASSETS			
05-01-0100	CASH IN COMMON - CTF		76,455.91	
	TOTAL ASSETS			76,455.91
	LIABILITIES AND EQUITY			
	FUND EQUITY			
05-02-3001	FUND BALANCE		36,128.17	
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	40,327.74		
	BALANCE - CURRENT DATE		40,327.74	
	TOTAL FUND EQUITY			76,455.91
	TOTAL LIABILITIES AND EQUITY			76,455.91

CONSERVATION TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	LOTTERY REVENUE					
05-17-4630	LOTTERY REVENUE	.00	38,350.45	61,523.00	23,172.55	62.3
	TOTAL LOTTERY REVENUE	.00	38,350.45	61,523.00	23,172.55	62.3
	MISCELLANEOUS REVENUE					
05-18-4619	INTEREST & DIVIDEND INCOME	328.67	1,977.29	.00	(1,977.29)	.0
	TOTAL MISCELLANEOUS REVENUE	328.67	1,977.29	.00	(1,977.29)	.0
	TOTAL FUND REVENUE	328.67	40,327.74	61,523.00	21,195.26	65.6
05-45-5506	CAPITAL OUTLAY--PARKS & EQUIP	.00	.00	98,500.00	98,500.00	.0
	TOTAL DEPARTMENT 45	.00	.00	98,500.00	98,500.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	98,500.00	98,500.00	.0
	NET REVENUE OVER EXPENDITURES	328.67	40,327.74	(36,977.00)	(77,304.74)	109.1

TOWN OF MEAD
BALANCE SHEET
AUGUST 31, 2023

SEWER FUND

	ASSETS			
06-01-0100	COMBINED CASH		1,445,228.84	
06-01-1302	PREPAID EXPENSE		2,418.87	
06-01-1305	ACCUM DEPRECIATION - PLANT & E		(3,537,093.14)	
06-01-1306	A/R-UTILITY BILLING		101,596.65	
06-01-1501	LAND		294,834.95	
06-01-1502	LAND IMPROV.		322,159.37	
06-01-1503	SEWER COLLECTION SYSTEM		1,753,546.08	
06-01-1504	BUILDINGS		281,750.60	
06-01-1506	MACH. & EQUIP.		179,757.28	
06-01-1507	WASTEWATER TREATMENT PLANT		6,722,398.81	
06-01-1510	CONSTRUCTION IN PROGRESS		42,103.93	
	TOTAL ASSETS			7,608,702.24
	LIABILITIES AND EQUITY			
	LIABILITIES			
06-02-2000	ACCOUNTS PAYABLE		4,635.74	
06-02-2200	LOAN PAYABLE CWRPDA--LT		1,391,698.93	
06-02-2201	LOAN PAYABLE CWRPDA--CURRENT		79,497.38	
06-02-2300	EMPLOYEE PENSION PAYABLE		721.64	
06-02-2301	SALARY WAGES PAYABLE		5,058.36	
06-02-2310	EMPLOYEE HEALTH INS. PAYABLE		(87.56)	
06-02-2312	WORKERS COMP INSURANCE PAYABLE		252.00	
06-02-2314	401(A) CONTRIBUTIONS PAYABLE		55.32	
06-02-2400	FED. WITHHOLDING TAX PAYABLE		802.32	
06-02-2401	SOCIAL SECURITY TAX PAYABLE		799.73	
06-02-2402	MEDICARE TAX PAYABLE		201.75	
06-02-2403	STATE WITHHOLDING TAX PAYABLE		785.90	
06-02-2404	STATE UNEMPLOYMENT TAX PAYABLE		67.90	
06-02-2410	MISC PAYROLL PAYABLE		5,746.00	
06-02-2500	ACC'D COMPENSATED ABS--CURRENT		1,094.99	
06-02-2501	ACCR'D COMPENSATED ABSENCES-LT		9,854.89	
06-02-2502	ACCRUED INT PAYABLE--CWRPDA		21,393.65	
06-02-2601	BOND PREMIUM--UNAMORTIZED		49,993.06	
	TOTAL LIABILITIES			1,572,572.00
	FUND EQUITY			
06-02-3001	FUND BALANCE		5,746,434.27	
	UNAPPROPRIATED FUND BALANCE:			
06-02-3010	CONTRIBUTIONS FROM DEVELOPERS	15,000.00		
06-02-3020	CONTRIBUTIONS SEWER TAPS	425,400.00		
	REVENUE OVER EXPENDITURES - YTD	(150,704.03)		
	BALANCE - CURRENT DATE		289,695.97	
	TOTAL FUND EQUITY			6,036,130.24

SEWER FUND

TOTAL LIABILITIES AND EQUITY	7,608,702.24

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2023

SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	CHARGES FOR SERVICES					
06-11-4150	SEWER USER FEES	84,111.24	622,637.49	982,183.00	359,545.51	63.4
06-11-4152	RATERINK LIFT STA. SURCHARGE	1,020.00	8,120.00	.00	(8,120.00)	.0
06-11-4160	SEWER LATE/NSF FEES	1,317.14	9,627.14	16,000.00	6,372.86	60.2
06-11-4165	SEWER TAP FEES	.00	106,016.00	494,932.00	388,916.00	21.4
	TOTAL CHARGES FOR SERVICES	86,448.38	746,400.63	1,493,115.00	746,714.37	50.0
	MISCELLANEOUS REVENUE					
06-18-4619	INTEREST & DIVIDEND INCOME	6,212.84	53,356.28	36,000.00	(17,356.28)	148.2
	TOTAL MISCELLANEOUS REVENUE	6,212.84	53,356.28	36,000.00	(17,356.28)	148.2
	TOTAL FUND REVENUE	92,661.22	799,756.91	1,529,115.00	729,358.09	52.3
	ADMINISTRATION					
06-40-5001	SALARIES & WAGES	12,643.96	115,119.39	169,869.00	54,749.61	67.8
06-40-5055	OVERTIME	820.65	4,182.71	.00	(4,182.71)	.0
06-40-5060	PAYROLL TAXES	974.58	8,916.13	12,995.00	4,078.87	68.6
06-40-5065	WORKERS COMP	897.94	3,342.03	3,094.00	(248.03)	108.0
06-40-5066	HEALTH INSURANCE	1,625.60	14,924.55	25,845.00	10,920.45	57.8
06-40-5067	DEFERRED COMP/RETIREMENT	674.79	5,662.20	7,009.00	1,346.80	80.8
06-40-5068	MEDICAL SAVINGS	70.85	459.53	587.00	127.47	78.3
06-40-5205	POSTAGE	389.00	2,716.48	4,800.00	2,083.52	56.6
06-40-5300	TELEPHONE	83.51	691.64	720.00	28.36	96.1
06-40-5320	GENERAL LIABILITY INSURANCE	.00	4,009.07	9,390.00	5,380.93	42.7
06-40-5331	DUES AND MEMBERSHIP	.00	1,000.00	1,200.00	200.00	83.3
06-40-5399	OTHER PROFESSIONAL SERVICES	519.40	4,155.20	6,583.00	2,427.80	63.1
06-40-5400	LEGAL FEES	921.04	6,222.55	11,385.00	5,162.45	54.7
06-40-5401	CONSULTING FEES	1,100.65	10,307.43	13,647.00	3,339.57	75.5
06-40-5405	ENGINEERING FEES	6,650.85	13,004.85	70,000.00	56,995.15	18.6
06-40-5410	PLANNING/CONSULTANTS	210.07	1,442.15	2,040.00	597.85	70.7
06-40-5415	AUDIT FEES	.00	4,725.00	7,977.00	3,252.00	59.2
06-40-5460	ADMINISTRATIVE OVERHEAD	.00	.00	9,185.00	9,185.00	.0
06-40-5700	MISC. EXPENSE	.00	.00	500.00	500.00	.0
06-40-5701	BANK FEES	610.90	3,705.78	.00	(3,705.78)	.0
06-40-5705	MILEAGE	50.00	450.00	300.00	(150.00)	150.0
	TOTAL ADMINISTRATION	28,243.79	205,036.69	357,126.00	152,089.31	57.4

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2023

SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	OPERATIONS					
06-47-5210	OPERATING SUPPLIES	.00	.00	1,500.00	1,500.00	.0
06-47-5215	REPAIRS & MAINT	3,945.97	15,277.18	160,500.00	145,222.82	9.5
06-47-5227	CHEMICALS	.00	.00	750.00	750.00	.0
06-47-5231	SLUDGE DISPOSAL	5,916.96	36,223.11	65,000.00	28,776.89	55.7
06-47-5248	SEWER LINE REPAIRS	.00	581.76	15,000.00	14,418.24	3.9
06-47-5253	GAS & OIL	656.83	4,527.45	6,000.00	1,472.55	75.5
06-47-5305	UTILITIES	3,942.35	30,172.24	68,284.00	38,111.76	44.2
06-47-5306	UTILITIES--RATERINK	53.91	445.62	.00	(445.62)	.0
06-47-5310	TRASH	93.72	749.76	1,125.00	375.24	66.7
06-47-5390	SEWER MAINT. CONTRACT	5,195.16	47,098.35	85,638.00	38,539.65	55.0
06-47-5391	SEWER TESTING	507.84	3,532.93	6,000.00	2,467.07	58.9
06-47-5392	LINE LOCATOR	3,673.64	6,893.48	6,000.00	(893.48)	114.9
06-47-5393	STATE DISCHARGE PERMIT	2,825.00	3,017.00	3,500.00	483.00	86.2
06-47-5394	SEWER LINE FLUSHING	80,082.00	80,082.00	85,000.00	4,918.00	94.2
06-47-5396	R&M--RATERINK LIFT STATION	735.00	5,962.35	.00	(5,962.35)	.0
06-47-5556	CAPITAL OUTLAY--CIPP	.00	.00	100,000.00	100,000.00	.0
06-47-5557	CAPITAL OUTLAY-HEADWORKS MECH	2,733.60	377,041.00	185,700.00	(191,341.00)	203.0
06-47-5558	CAPITAL OUTLAY-BLOWER REPLACE	.00	3,665.50	130,000.00	126,334.50	2.8
06-47-5559	CAPITAL OUTLAY-CHEMICAL PHOSOP	.00	.00	100,000.00	100,000.00	.0
	TOTAL OPERATIONS	110,361.98	615,269.73	1,019,997.00	404,727.27	60.3
	DEPARTMENT 98					
06-98-9801	2007 CWRPDA LOAN--PRINCIPAL	.00	79,497.38	79,497.00	(.38)	100.0
06-98-9802	2007 CWRPDA LOAN--INTEREST	.00	50,657.14	50,657.00	(.14)	100.0
	TOTAL DEPARTMENT 98	.00	130,154.52	130,154.00	(.52)	100.0
	TOTAL FUND EXPENDITURES	138,605.77	950,460.94	1,507,277.00	556,816.06	63.1
	NET REVENUE OVER EXPENDITURES	(45,944.55)	(150,704.03)	21,838.00	172,542.03	(690.1)

TOWN OF MEAD
BALANCE SHEET
AUGUST 31, 2023

POLICE FUND

	ASSETS			
08-01-0100	CASH IN COMMON - POLICE		181,440.99	
	TOTAL ASSETS			181,440.99
	LIABILITIES AND EQUITY			
	FUND EQUITY			
08-02-3001	FUND BALANCE		250,667.54	
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	(69,226.55)		
	BALANCE - CURRENT DATE		(69,226.55)	
	TOTAL FUND EQUITY			181,440.99
	TOTAL LIABILITIES AND EQUITY			181,440.99

POLICE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
08-11-4165	IMPACT FEES	2,750.00	41,391.00	150,321.00	108,930.00	27.5
	TOTAL SOURCE 11	2,750.00	41,391.00	150,321.00	108,930.00	27.5
	SOURCE 18					
08-18-4619	INTEREST & DIVIDEND INCOME	779.99	7,023.34	5,400.00	(1,623.34)	130.1
	TOTAL SOURCE 18	779.99	7,023.34	5,400.00	(1,623.34)	130.1
	TOTAL FUND REVENUE	3,529.99	48,414.34	155,721.00	107,306.66	31.1
	DEPARTMENT 42					
08-42-5491	VEHICLE LEASE EXPENSES	6,295.88	79,562.14	86,925.00	7,362.86	91.5
08-42-5511	CAPITAL OUTLAY--BLDGS & IMPVTS	18,651.50	38,078.75	225,000.00	186,921.25	16.9
	TOTAL DEPARTMENT 42	24,947.38	117,640.89	311,925.00	194,284.11	37.7
	TOTAL FUND EXPENDITURES	24,947.38	117,640.89	311,925.00	194,284.11	37.7
	NET REVENUE OVER EXPENDITURES	(21,417.39)	(69,226.55)	(156,204.00)	(86,977.45)	(44.3)

TOWN OF MEAD
BALANCE SHEET
AUGUST 31, 2023

MUNICIPAL FACILITIES FUND

	ASSETS			
09-01-0100	COMBINED CASH		2,919,534.72	
	TOTAL ASSETS			2,919,534.72
	LIABILITIES AND EQUITY			
	LIABILITIES			
09-02-2000	ACCOUNTS PAYABLE		17,895.75	
09-02-2005	RETAINAGE PAYABLE		49,599.06	
	TOTAL LIABILITIES			67,494.81
	FUND EQUITY			
09-02-3003	FUND BALANCE-MUNICIPAL		2,327,141.70	
09-02-3004	FUND BALANCE-RECREATION		67,630.83	
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	457,267.38		
	BALANCE - CURRENT DATE		457,267.38	
	TOTAL FUND EQUITY			2,852,039.91
	TOTAL LIABILITIES AND EQUITY			2,919,534.72

MUNICIPAL FACILITIES FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	FEES					
09-11-4165	IMPACT FEES	23,675.00	355,874.00	1,284,309.00	928,435.00	27.7
	TOTAL FEES	23,675.00	355,874.00	1,284,309.00	928,435.00	27.7
	GRANTS					
09-15-4545	GRANTS--EIAF 9349 STATE FUNDS	.00	21,097.62	40,000.00	18,902.38	52.7
	TOTAL GRANTS	.00	21,097.62	40,000.00	18,902.38	52.7
	SOURCE 16					
09-16-4806	TRANSFER FROM SEWER FUND	.00	750,000.00	1,500,000.00	750,000.00	50.0
09-16-4819	TRF FR CAPITAL IMPRVT FUND	.00	400,000.00	800,000.00	400,000.00	50.0
	TOTAL SOURCE 16	.00	1,150,000.00	2,300,000.00	1,150,000.00	50.0
	MISCELLANEOUS REVENUE					
09-18-4619	INTEREST & DIVIDEND INCOME	12,550.67	94,770.66	63,525.00	(31,245.66)	149.2
	TOTAL MISCELLANEOUS REVENUE	12,550.67	94,770.66	63,525.00	(31,245.66)	149.2
	TOTAL FUND REVENUE	36,225.67	1,621,742.28	3,687,834.00	2,066,091.72	44.0
	ADMINISTRATION					
09-40-5410	PLANNING/CONSULTANTS	.00	14,240.00	30,000.00	15,760.00	47.5
	TOTAL ADMINISTRATION	.00	14,240.00	30,000.00	15,760.00	47.5
	STREETS					
09-44-5602	LEASE PURCH PRIN--2021 TRUCK 2	.00	38,287.18	38,287.00	(.18)	100.0
09-44-5603	LEASE PURCH INT--2021 TRUCK 2	.00	4,956.00	4,956.00	.00	100.0
09-44-5604	2021 LEASE PURCH PRIN--TRUCK 1	.00	.00	39,470.00	39,470.00	.0
09-44-5605	2021 LEASE PURCH INT--TRUCK 1	.00	.00	3,773.00	3,773.00	.0
	TOTAL STREETS	.00	43,243.18	86,486.00	43,242.82	50.0

MUNICIPAL FACILITIES FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	DEPARTMENT 45					
09-45-5491	VEHICLE LEASE EXPENSES	5,662.90	45,352.85	63,140.00	17,787.15	71.8
	TOTAL DEPARTMENT 45	5,662.90	45,352.85	63,140.00	17,787.15	71.8
	DEPARTMENT 49					
09-49-5491	VEHICLE LEASE EXPENSES	951.55	5,398.08	12,333.00	6,934.92	43.8
	TOTAL DEPARTMENT 49	951.55	5,398.08	12,333.00	6,934.92	43.8
	EXPENDITURES					
09-50-5500	CAPITAL OUTLAY--BOARD/CT ROOM	39,806.60	514,532.83	400,000.00	(114,532.83)	128.6
09-50-5505	CAPITAL OUTLAY--OFFICE EQ	.00	3,310.50	.00	(3,310.50)	.0
09-50-5511	CAPITAL OUTLAY--PW FACILITY	.00	231,668.15	175,000.00	(56,668.15)	132.4
09-50-5512	CAPITAL OUTLAY--TH IMPRVMTS	.00	.00	50,000.00	50,000.00	.0
09-50-5514	CAPITAL OUTLAY--GRADER SHED	.00	.00	50,000.00	50,000.00	.0
	TOTAL EXPENDITURES	39,806.60	749,511.48	675,000.00	(74,511.48)	111.0
	DEPARTMENT 51					
09-51-5500	CAPITAL OUTLAY	22,325.80	306,729.31	5,385,000.00	5,078,270.69	5.7
	TOTAL DEPARTMENT 51	22,325.80	306,729.31	5,385,000.00	5,078,270.69	5.7
	TOTAL FUND EXPENDITURES	68,746.85	1,164,474.90	6,251,959.00	5,087,484.10	18.6
	NET REVENUE OVER EXPENDITURES	(32,521.18)	457,267.38	(2,564,125.00)	(3,021,392.38)	17.8

TOWN OF MEAD
BALANCE SHEET
AUGUST 31, 2023

TRANSPORTATION FUND

	ASSETS			
14-01-0100	COMBINED CASH		6,531,158.96	
	TOTAL ASSETS			6,531,158.96
	LIABILITIES AND EQUITY			
	LIABILITIES			
14-02-2005	RETAINAGE PAYABLE		8,337.44	
	TOTAL LIABILITIES			8,337.44
	FUND EQUITY			
14-02-3001	FUND BALANCE		6,403,665.94	
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	119,155.58		
	BALANCE - CURRENT DATE		119,155.58	
	TOTAL FUND EQUITY			6,522,821.52
	TOTAL LIABILITIES AND EQUITY			6,531,158.96

TRANSPORTATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	FEES					
14-11-4165	IMPACT FEES	32,760.00	509,079.00	2,056,551.00	1,547,472.00	24.8
	TOTAL FEES	32,760.00	509,079.00	2,056,551.00	1,547,472.00	24.8
	GRANTS					
14-15-4570	GRANTS	.00	.00	824,850.00	824,850.00	.0
14-15-4575	CML GRANT--BRIDGE	.00	.00	160,317.00	160,317.00	.0
14-15-4580	FEDERAL GRANT--3RD & WELKER	.00	.00	1,900,000.00	1,900,000.00	.0
14-15-4585	ENERGY COLO--EV CHARGING GRANT	.00	.00	40,000.00	40,000.00	.0
	TOTAL GRANTS	.00	.00	2,925,167.00	2,925,167.00	.0
	SOURCE 16					
14-16-4820	TRANSFER FROM MURA	.00	250,000.00	500,000.00	250,000.00	50.0
	TOTAL SOURCE 16	.00	250,000.00	500,000.00	250,000.00	50.0
	MISCELLANEOUS REVENUE					
14-18-4619	INTEREST & DIVIDEND INCOME	28,076.54	221,689.69	.00	(221,689.69)	.0
	TOTAL MISCELLANEOUS REVENUE	28,076.54	221,689.69	.00	(221,689.69)	.0
	SOURCE 19					
14-19-4941	P.I.L.O.CONSTRUCTION	.00	23,654.87	500,000.00	476,345.13	4.7
	TOTAL SOURCE 19	.00	23,654.87	500,000.00	476,345.13	4.7
	TOTAL FUND REVENUE	60,836.54	1,004,423.56	5,981,718.00	4,977,294.44	16.8

TRANSPORTATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENDITURES					
14-40-5405	ENGINEERING FEES	.00	.00	20,000.00	20,000.00	.0
14-40-5500	CAPITAL OUTLAY--WELKER/3RD	22,492.98	69,241.51	4,557,511.00	4,488,269.49	1.5
14-40-5501	CAPITAL OUTLAY--SAFE RTESTOSCH	1,087.68	1,087.68	531,063.00	529,975.32	.2
14-40-5562	CAPITAL OUTLAY-Y BRIDGE DESIGN	.00	.00	200,396.00	200,396.00	.0
14-40-5564	CAPITAL OUTLAY--WING WALL	13,352.65	14,187.65	.00	(14,187.65)	.0
14-40-5565	CAPITAL OUTLAY-SH66/CR7 UNDER	24,628.25	179,544.30	500,000.00	320,455.70	35.9
14-40-5566	CAPITAL OUTLAY-SH 66/CR7--ITEN	2,451.88	2,451.88	1,250,000.00	1,247,548.12	.2
14-40-5567	CAPITAL OUTLAY-NORTH CREEK	.00	815.00	20,000.00	19,185.00	4.1
14-40-5568	CAPITAL OUTLAY-ALLEY IMPTS	.00	.00	1,250,000.00	1,250,000.00	.0
14-40-5569	CAPITAL OUTLAY-INT CR 38 & I	.00	.00	200,000.00	200,000.00	.0
14-40-5570	CAPITAL OUTLAY-EV CHARGING ST	.00	.00	40,000.00	40,000.00	.0
14-40-5720	CONTINGENCIES	617,939.96	617,939.96	175,000.00	(442,939.96)	353.1
	TOTAL EXPENDITURES	681,953.40	885,267.98	8,743,970.00	7,858,702.02	10.1
	TOTAL FUND EXPENDITURES	681,953.40	885,267.98	8,743,970.00	7,858,702.02	10.1
	NET REVENUE OVER EXPENDITURES	(621,116.86)	119,155.58	(2,762,252.00)	(2,881,407.58)	4.3

TOWN OF MEAD
BALANCE SHEET
AUGUST 31, 2023

PARKS & OPEN SPACE

	ASSETS			
18-01-0100	CASH IN COMMON - PARKS & OPEN		1,234,616.06	
	TOTAL ASSETS			1,234,616.06
	LIABILITIES AND EQUITY			
	FUND EQUITY			
18-02-3001	FUND BALANCE		1,110,903.68	
18-02-3005	FUND BALANCE - OPEN SPACE		619,757.05	
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	(496,044.67)		
	BALANCE - CURRENT DATE		(496,044.67)	
	TOTAL FUND EQUITY			1,234,616.06
	TOTAL LIABILITIES AND EQUITY			1,234,616.06

PARKS & OPEN SPACE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	FEES					
18-11-4165	IMPACT FEES	14,605.00	213,130.00	666,020.00	452,890.00	32.0
	TOTAL FEES	14,605.00	213,130.00	666,020.00	452,890.00	32.0
	MISCELLANEOUS REVENUE					
18-18-4527	GOCO GRANT--FISHING IS FUN	.00	.00	100,000.00	100,000.00	.0
18-18-4619	INTEREST & DIVIDEND INCOME	5,307.44	48,815.01	.00	(48,815.01)	.0
	TOTAL MISCELLANEOUS REVENUE	5,307.44	48,815.01	100,000.00	51,184.99	48.8
	TOTAL FUND REVENUE	19,912.44	261,945.01	766,020.00	504,074.99	34.2
	ADMINISTRATION					
18-40-5410	PLANNING/CONSULTANTS	.00	.00	130,000.00	130,000.00	.0
	TOTAL ADMINISTRATION	.00	.00	130,000.00	130,000.00	.0
	DEPARTMENT 45					
18-45-5500	CAPITAL OUTLAY	2,808.68	3,288.68	350,000.00	346,711.32	.9
	TOTAL DEPARTMENT 45	2,808.68	3,288.68	350,000.00	346,711.32	.9
	CAPITAL PROJECTS					
18-52-5500	CAPITAL OUTLAY	4,061.00	4,701.00	375,000.00	370,299.00	1.3
18-52-5909	TRANSFER TO MUNICIPAL FUND	.00	750,000.00	1,500,000.00	750,000.00	50.0
	TOTAL CAPITAL PROJECTS	4,061.00	754,701.00	1,875,000.00	1,120,299.00	40.3
	TOTAL FUND EXPENDITURES	6,869.68	757,989.68	2,355,000.00	1,597,010.32	32.2
	NET REVENUE OVER EXPENDITURES	13,042.76	(496,044.67)	(1,588,980.00)	(1,092,935.33)	(31.2)

TOWN OF MEAD
BALANCE SHEET
AUGUST 31, 2023

CAPITAL IMPROVEMENT FUND

	ASSETS			
19-01-0100	COMBINED CASH		1,266,382.05	
	TOTAL ASSETS			1,266,382.05
	LIABILITIES AND EQUITY			
	FUND EQUITY			
19-02-3001	FUND BALANCE		939,833.52	
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	326,548.53		
	BALANCE - CURRENT DATE		326,548.53	
	TOTAL FUND EQUITY			1,266,382.05
	TOTAL LIABILITIES AND EQUITY			1,266,382.05

CAPITAL IMPROVEMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	TRANSFERS IN					
19-16-4615	TRANSFER IN FROM GENERAL	.00	690,225.50	1,380,451.00	690,225.50	50.0
	TOTAL TRANSFERS IN	.00	690,225.50	1,380,451.00	690,225.50	50.0
	MISCELLANEOUS REVENUE					
19-18-4619	INTEREST & DIVIDEND INCOME	5,444.00	36,323.03	21,000.00	(15,323.03)	173.0
	TOTAL MISCELLANEOUS REVENUE	5,444.00	36,323.03	21,000.00	(15,323.03)	173.0
	TOTAL FUND REVENUE	5,444.00	726,548.53	1,401,451.00	674,902.47	51.8
	DEPARTMENT 46					
19-46-5909	TRANSFER TO MUNI FACIL FUND	.00	400,000.00	800,000.00	400,000.00	50.0
	TOTAL DEPARTMENT 46	.00	400,000.00	800,000.00	400,000.00	50.0
	TOTAL FUND EXPENDITURES	.00	400,000.00	800,000.00	400,000.00	50.0
	NET REVENUE OVER EXPENDITURES	5,444.00	326,548.53	601,451.00	274,902.47	54.3

TOWN OF MEAD
BALANCE SHEET
AUGUST 31, 2023

MEAD URBAN RENEWAL AUTHORITY

	ASSETS			
20-01-0100	COMBINED CASH		3,533,147.79	
20-01-1250	PROPERTY TAX RECEIVABLE		3,042,118.00	
20-01-1301	A/R - MURA		218.76	
20-01-1302	PREPAID EXPENSE		842.29	
	TOTAL ASSETS			6,576,326.84
	LIABILITIES AND EQUITY			
	LIABILITIES			
20-02-2000	ACCOUNTS PAYABLE		2,318.12	
20-02-2300	EMPLOYEE PENSION PAYABLE		846.93	
20-02-2301	SALARY WAGES PAYABLE		5,794.43	
20-02-2310	EMPLOYEE HEALTH INS. PAYABLE		(302.71)	
20-02-2312	WORKERS COMP INSURANCE PAYABLE		543.79	
20-02-2314	401(A) CONTRIBUTIONS PAYABLE		276.57	
20-02-2400	FED. WITHHOLDING TAX PAYABLE		1,107.12	
20-02-2401	SOCIAL SECURITY TAX PAYABLE		703.31	
20-02-2402	MEDICARE TAX PAYABLE		238.11	
20-02-2403	STATE WITHHOLDING TAX PAYABLE		992.79	
20-02-2404	STATE UNEMPLOYMENT TAX PAYABLE		80.50	
20-02-2410	MISC PAYROLL PAYABLE		6,219.45	
20-02-2700	DEFERRED INFLOWS- PROPERTY TAX		3,042,118.00	
	TOTAL LIABILITIES			3,060,936.41
	FUND EQUITY			
20-02-3001	FUND BALANCE		3,091,476.14	
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	423,914.29		
	BALANCE - CURRENT DATE		423,914.29	
	TOTAL FUND EQUITY			3,515,390.43
	TOTAL LIABILITIES AND EQUITY			6,576,326.84

MEAD URBAN RENEWAL AUTHORITY

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	TAXES					
20-10-4050	TAX INCREMENT REVENUE (TIF)	15,915.15	2,880,317.31	2,904,204.00	23,886.69	99.2
	TOTAL TAXES	15,915.15	2,880,317.31	2,904,204.00	23,886.69	99.2
	FEES					
20-11-4110	ADMINSTRATIVE FEE	.00	.00	15,240.00	15,240.00	.0
	TOTAL FEES	.00	.00	15,240.00	15,240.00	.0
	MISCELLANEOUS REVENUE					
20-18-4619	INTEREST & DIVIDEND INCOME	15,188.51	107,312.34	29,295.00	(78,017.34)	366.3
	TOTAL MISCELLANEOUS REVENUE	15,188.51	107,312.34	29,295.00	(78,017.34)	366.3
	TOTAL FUND REVENUE	31,103.66	2,987,629.65	2,948,739.00	(38,890.65)	101.3
	ADMINISTRATION					
20-40-5001	SALARIES & WAGES	16,431.17	143,859.76	207,756.00	63,896.24	69.2
20-40-5055	OVERTIME	.00	179.09	.00	(179.09)	.0
20-40-5060	PAYROLL TAXES	961.07	10,729.91	15,893.00	5,163.09	67.5
20-40-5065	WORKERS COMP	385.93	1,599.29	1,226.00	(373.29)	130.5
20-40-5066	HEALTH INSURANCE	1,949.54	15,925.21	23,307.00	7,381.79	68.3
20-40-5067	DEFERRED COMP/RETIREMENT	1,000.32	9,076.00	12,515.00	3,439.00	72.5
20-40-5068	MEDICAL SAVINGS	60.80	446.78	617.00	170.22	72.4
20-40-5100	TIF REVENUE SHARING	.00	1,707,258.34	1,655,481.00	(51,777.34)	103.1
20-40-5300	TELEPHONE	48.50	400.50	523.00	122.50	76.6
20-40-5320	GENERAL LIABILITY INSURANCE	.00	1,603.62	3,343.00	1,739.38	48.0
20-40-5400	LEGAL FEES	738.00	11,291.92	40,000.00	28,708.08	28.2
20-40-5401	CONSULTING FEES	1,027.92	9,554.53	13,187.00	3,632.47	72.5
20-40-5415	AUDIT FEES	.00	1,575.00	2,659.00	1,084.00	59.2
20-40-5425	COUNTY TREASURER'S FEE	238.72	14,857.21	43,563.00	28,705.79	34.1
20-40-5427	TIF ADVANCE	.00	382,987.10	1,100,000.00	717,012.90	34.8
20-40-5500	CAPITAL OUTLAY	.00	.00	50,000.00	50,000.00	.0
20-40-5700	MISC. EXPENSE	.00	121.10	1,000.00	878.90	12.1
20-40-5705	MILEAGE	250.00	2,250.00	2,000.00	(250.00)	112.5
20-40-5914	TRANSFER TO TRANSPORTATION FD	.00	250,000.00	500,000.00	250,000.00	50.0
20-40-5999	OTHER PROJECTS	.00	.00	1,000,000.00	1,000,000.00	.0
	TOTAL ADMINISTRATION	23,091.97	2,563,715.36	4,673,070.00	2,109,354.64	54.9
	TOTAL FUND EXPENDITURES	23,091.97	2,563,715.36	4,673,070.00	2,109,354.64	54.9

MEAD URBAN RENEWAL AUTHORITY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	8,011.69	423,914.29	(1,724,331.00)	(2,148,245.29)	24.6

Report Criteria:
Report type: GL detail

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
09/23	09/14/2023	37176	City of Loveland	25901 - 9.27.	01-41-5330	CML Dist Dinner - #61042 - DB	35.00
09/23	09/14/2023	37176	City of Loveland	25901 - 9.27.	01-41-5330	CML Dist Dinner - #61043 - HM	35.00
09/23	09/14/2023	37176	City of Loveland	25901 - 9.27.	01-41-5330	CML Dist Dinner - #61044 - CW	35.00
Total 37176:							105.00
09/23	09/14/2023	37177	JOHN DEERE FINANCIAL	2820277	04-44-5369	Wheel Loader 624P - Sept	3,223.46
Total 37177:							3,223.46
09/23	09/14/2023	37178	John Deere Financial	2816681	04-44-5369	Wheel Loader 624P - Aug	3,223.46
Total 37178:							3,223.46
09/23	09/25/2023	37179	A-1 Natural Arbor Care	1321	01-45-5371	Tree Maintenance	27,400.00
Total 37179:							27,400.00
09/23	09/25/2023	37180	ADAMSON POLICE PRODUCTS	INV401783	01-42-5254	Uniforms	927.00
Total 37180:							927.00
09/23	09/25/2023	37181	AJ's Backflow Testing LLC	17675	01-47-5215	PW Facilities - Maint	180.00
Total 37181:							180.00
09/23	09/25/2023	37182	Alerus	87129	01-40-5068	FSA Administration	185.00
Total 37182:							185.00
09/23	09/25/2023	37183	All Copy Products Inc	510798747	01-40-5315	Copies	126.42
09/23	09/25/2023	37183	All Copy Products Inc	510798747	01-42-5315	Copies	93.52
Total 37183:							219.94
09/23	09/25/2023	37184	All Copy Products, Inc.	AR4065150	01-42-5315	Copies	54.55
09/23	09/25/2023	37184	All Copy Products, Inc.	AR4065151	01-40-5315	Copies	73.57
09/23	09/25/2023	37184	All Copy Products, Inc.	AR4073501	01-47-5315	Copies	81.15
Total 37184:							209.27
09/23	09/25/2023	37185	Amazon Capital Services Inc	16JH-7Y9P-	01-45-5203	Uniforms	111.97
09/23	09/25/2023	37185	Amazon Capital Services Inc	19RV-PQ7N-	01-40-5200	Supplies	148.45
09/23	09/25/2023	37185	Amazon Capital Services Inc	1ML4-4LLL-6	01-40-5200	Supplies	99.63
09/23	09/25/2023	37185	Amazon Capital Services Inc	1PP9-KQVR-	01-49-5260	Rec Supplies	39.98
09/23	09/25/2023	37185	Amazon Capital Services Inc	1VTQ-GTYC-	01-49-5260	Volleyball	41.95
09/23	09/25/2023	37185	Amazon Capital Services Inc	1XKG-PDPW	04-44-5210	Supplies	1,374.50
09/23	09/25/2023	37185	Amazon Capital Services Inc	1XKG-PDPW	01-45-5210	Supplies	1,374.50
Total 37185:							3,190.98
09/23	09/25/2023	37186	Ayres Associates Inc	209854	18-52-5500	Proj 46-0331.01 - Gold Star Memorial de	6,896.50
09/23	09/25/2023	37186	Ayres Associates Inc	209856	18-45-5500	Proj 46-0331.02 - Liberty Park Restroom	6,986.50

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 37186:							13,883.00
09/23	09/25/2023	37187	Bluebeam Inc	1710444	01-47-5201	Software Maint. 10/23 - 10/24	159.00
Total 37187:							159.00
09/23	09/25/2023	37188	Brakes Plus LLC	1421018525	01-42-5216	PD 06	95.70
09/23	09/25/2023	37188	Brakes Plus LLC	1421023804	01-42-5216	PD 08	124.63
Total 37188:							220.33
09/23	09/25/2023	37189	Bustos Backflow Service	09-06-23 - B	01-47-5215	Gradershed - backflow assembly	50.00
Total 37189:							50.00
09/23	09/25/2023	37190	CDPHE	WB23113553	06-47-5393	Annl Biosolids Permit #CO0046876 - VC	76.40
Total 37190:							76.40
09/23	09/25/2023	37191	CIRSA	232010	01-40-5320	GL Ins - Admin	1,761.97
09/23	09/25/2023	37191	CIRSA	232010	01-41-5320	GL Ins - BOT	704.79
09/23	09/25/2023	37191	CIRSA	232010	01-42-5320	GL Ins - PD	9,867.03
09/23	09/25/2023	37191	CIRSA	232010	01-43-5320	GL Ins - Comm Dev	2,819.15
09/23	09/25/2023	37191	CIRSA	232010	04-44-5320	GL Ins - Streets	8,809.85
09/23	09/25/2023	37191	CIRSA	232010	01-45-5320	GL Ins - Parks	3,523.94
09/23	09/25/2023	37191	CIRSA	232010	01-47-5320	GL Ins - Engineering	1,761.97
09/23	09/25/2023	37191	CIRSA	232010	01-48-5320	GL Ins - Court	704.79
09/23	09/25/2023	37191	CIRSA	232010	01-49-5320	GL Ins - Comm Engage	2,819.15
09/23	09/25/2023	37191	CIRSA	232010	06-40-5320	GL Ins - Sewer	1,761.97
09/23	09/25/2023	37191	CIRSA	232010	20-40-5320	GL Ins - MURA	704.77
Total 37191:							35,239.38
09/23	09/25/2023	37192	CliftonLarsonAllen LLP	3849436	01-40-5415	Audit - Admin	6,480.00
09/23	09/25/2023	37192	CliftonLarsonAllen LLP	3849436	06-40-5415	Audit - Sewer	3,240.00
09/23	09/25/2023	37192	CliftonLarsonAllen LLP	3849436	20-40-5415	Audit - MURA	1,080.00
Total 37192:							10,800.00
09/23	09/25/2023	37193	Denali Water Solutions LLc	INV590252	06-47-5231	Sludge Disposal	910.00
09/23	09/25/2023	37193	Denali Water Solutions LLc	INV598263	06-47-5231	Sludge Disposal	910.00
Total 37193:							1,820.00
09/23	09/25/2023	37194	DYNAMIC DESIGNS PRINTING,	54382	01-49-5236	Outreach	395.00
Total 37194:							395.00
09/23	09/25/2023	37195	Elder Construction Inc	044595	09-50-5500	Boardroom/Courtroom Remodel	112,428.09
09/23	09/25/2023	37195	Elder Construction Inc	044595	09-02-2005	Boardroom/Courtroom Remodel	5,621.44-
Total 37195:							106,806.65
09/23	09/25/2023	37196	Erika Pflipsen	092323 - ERI	01-47-5200	employee reimb - supplies	12.98

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 37196:							12.98
09/23	09/25/2023	37197	ERIKA RASMUSSEN	083123 - ERI	01-47-5330	APWA Conf - meal reimbursement	154.00
Total 37197:							154.00
09/23	09/25/2023	37198	FASTENAL	COLON1024	04-44-5252	Signs	57.02
Total 37198:							57.02
09/23	09/25/2023	37199	First Responder Trauma Counsel	000854	01-42-5343	Monthly Training - Aug	1,350.00
Total 37199:							1,350.00
09/23	09/25/2023	37200	Fit For You Mead	1038	01-49-5262	Senior Exercise	290.00
Total 37200:							290.00
09/23	09/25/2023	37201	Fox Tuttle Transportation Group	19021-53A	01-02-2615	On call services - Red Barn (298)	520.00
09/23	09/25/2023	37201	Fox Tuttle Transportation Group	19021-53B	01-02-2615	Flying J Truck Stop - Aug	550.00
Total 37201:							1,070.00
09/23	09/25/2023	37202	FRONTIER SELF STORAGE	100123 - FR	01-40-5700	Storage	100.00
Total 37202:							100.00
09/23	09/25/2023	37203	Fusion Cloud Company	9745341	01-40-5300	Phone Bill	271.01
Total 37203:							271.01
09/23	09/25/2023	37204	GOLDSTAR PRODUCTS INC	0078437-IN	04-44-5250	Patch Release Agent	401.90
Total 37204:							401.90
09/23	09/25/2023	37205	GREELEY LOCK AND KEY	0000023993	01-40-5215	Doors	554.00
09/23	09/25/2023	37205	GREELEY LOCK AND KEY	0000024136	01-47-5215	Public Works	157.50
Total 37205:							711.50
09/23	09/25/2023	37206	GREEN MILL SPORTSMAN CLU	135	01-42-5330	Shooting Range - Police 8/30	150.00
Total 37206:							150.00
09/23	09/25/2023	37207	HOME DEPOT CREDIT SERVIC	2769 08-21-2	04-44-5215	9142070 - School Zone Flashers	265.28
09/23	09/25/2023	37207	HOME DEPOT CREDIT SERVIC	2769 08-21-2	01-45-5215	8014331 - Parks Graffitti	43.88
09/23	09/25/2023	37207	HOME DEPOT CREDIT SERVIC	2769 08-21-2	01-45-5372	5512327 - Founders Park Sprinkler Cloc	56.44
Total 37207:							365.60
09/23	09/25/2023	37208	Kaylee Reorda	083123 - 145	99-01-1075	Refund overpayment. Account 1451.07 -	63.49
Total 37208:							63.49
09/23	09/25/2023	37209	Kinnon Entertainment	2685	01-49-5261	Backline Adj	419.40

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 37209:							419.40
09/23	09/25/2023	37210	KLEEN-TECH SERVICES CORP	INVG003565	01-40-5050	Janitorial Services	677.54
09/23	09/25/2023	37210	KLEEN-TECH SERVICES CORP	INVG003565	01-47-5050	Janitorial Services	746.00
09/23	09/25/2023	37210	KLEEN-TECH SERVICES CORP	INVG003565	01-42-5050	Janitorial Services	829.58
Total 37210:							2,253.12
09/23	09/25/2023	37211	KONICA MINOLTA PREMIER FIN	510369903	01-40-5315	Copier Lease	95.79
Total 37211:							95.79
09/23	09/25/2023	37212	Leo & Stephanie Grillas	083123 - 167	99-01-1075	Refund overpayment. Account 1672.01	10.90
Total 37212:							10.90
09/23	09/25/2023	37213	LORELEI NELSON	09012023	01-49-5330	Mileage and Meals Per Diem	216.75
Total 37213:							216.75
09/23	09/25/2023	37214	LOVELAND BARRICADE LLC	21165	04-44-5252	1% tax signs	225.00
Total 37214:							225.00
09/23	09/25/2023	37215	Loveland Pulse	303-007777 -	01-47-5305	PW Internet	269.90
Total 37215:							269.90
09/23	09/25/2023	37216	M&V Carlson LLC	INV-10247	01-49-5220	Signs	2,245.97
Total 37216:							2,245.97
09/23	09/25/2023	37217	MAC EQUIPMENT INC	442079	01-45-5500	Airman Air Compressor	17,706.00
09/23	09/25/2023	37217	MAC EQUIPMENT INC	450097	01-45-5216	Speed-Feed - return	.06-
Total 37217:							17,705.94
09/23	09/25/2023	37218	MAIN STREET MAT COMPANY	187380	01-40-5210	Mat svs	65.50
09/23	09/25/2023	37218	MAIN STREET MAT COMPANY	187381	01-42-5210	Mat svs	63.60
09/23	09/25/2023	37218	MAIN STREET MAT COMPANY	187387	01-47-5210	Mat svs	97.30
Total 37218:							226.40
09/23	09/25/2023	37219	MCDONALD FARMS ENTERPRI	0089122-IN	01-47-5215	Vac Tanker - facilities maint	2,099.00
Total 37219:							2,099.00
09/23	09/25/2023	37220	MEDICAL CENTER OF THE ROC	319254710	01-42-5350	Acct#2073522656 - Case#23ML00534 -	190.73
Total 37220:							190.73
09/23	09/25/2023	37221	MICHOW COX & MCASKIN LLP	August 2023	01-40-5400	Legal Services - August	15,461.25
09/23	09/25/2023	37221	MICHOW COX & MCASKIN LLP	August 2023	06-40-5400	Legal Services - August	813.75
09/23	09/25/2023	37221	MICHOW COX & MCASKIN LLP	Mead.Aug20	01-02-2615	Buffalo Highlands (321)	3,675.75
09/23	09/25/2023	37221	MICHOW COX & MCASKIN LLP	Mead.Aug20	01-02-2615	Sugar Beet Solar (323)	149.25

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
09/23	09/25/2023	37221	MICHOW COX & MCASKIN LLP	Mead.Aug20	01-02-2615	Turion South (277)	750.00
09/23	09/25/2023	37221	MICHOW COX & MCASKIN LLP	Mead.Aug20	01-02-2615	Elevation 25 (296)	838.75
09/23	09/25/2023	37221	MICHOW COX & MCASKIN LLP	Mead.Aug20	01-02-2615	Meadow Ridge (297)	1,168.00
09/23	09/25/2023	37221	MICHOW COX & MCASKIN LLP	Mead.Aug20	01-02-2615	Waterfront (307)	53.00
09/23	09/25/2023	37221	MICHOW COX & MCASKIN LLP	Mead.Aug20	01-02-2615	34 9.5 Metro District (278)	1,754.25
09/23	09/25/2023	37221	MICHOW COX & MCASKIN LLP	Mead.Aug20	01-02-2615	Mead Place (45)	1,620.00
09/23	09/25/2023	37221	MICHOW COX & MCASKIN LLP	Mead.Aug20	01-02-2615	Red Barn (298)	1,113.00
09/23	09/25/2023	37221	MICHOW COX & MCASKIN LLP	Mead.Aug20	01-02-2615	Postle (292)	82.50
09/23	09/25/2023	37221	MICHOW COX & MCASKIN LLP	Mead.Aug20	01-40-5400	Mileage/Cert Mail Reimbursement	64.85
09/23	09/25/2023	37221	MICHOW COX & MCASKIN LLP	Mead.Aug20	06-40-5400	Mileage/Cert Mail Reimbursement	64.85
Total 37221:							27,609.20
09/23	09/25/2023	37222	Mile High Shooting Accessories L	INV34656	01-42-5330	Training	1,814.40
Total 37222:							1,814.40
09/23	09/25/2023	37223	MJT Communications	13912	01-40-5201	Notebook - Meadow Conf	1,216.50
09/23	09/25/2023	37223	MJT Communications	13912	01-43-5201	Notebook - KF	1,216.50
Total 37223:							2,433.00
09/23	09/25/2023	37224	NATIONAL ASSOCIATION OF SR	44208	01-42-5330	Training - TB	400.00
Total 37224:							400.00
09/23	09/25/2023	37225	OCCUPATIONAL HEALTH CENT	16773000	01-49-5075	Rec Aide - JB	61.50
Total 37225:							61.50
09/23	09/25/2023	37226	Otak, Inc	0000923000	14-40-5565	Project 020596.A00 SH 66 Ped Crossing	40,602.68
Total 37226:							40,602.68
09/23	09/25/2023	37227	Paulette Dolin	028	01-49-5265	Senior Fitness Classes	360.00
Total 37227:							360.00
09/23	09/25/2023	37228	PINNACOL ASSURANCE	21427761	01-40-5065	WC - September	82.76
09/23	09/25/2023	37228	PINNACOL ASSURANCE	21427761	01-41-5065	WC - September	15.87
09/23	09/25/2023	37228	PINNACOL ASSURANCE	21427761	01-42-5065	WC - September	6,452.34
09/23	09/25/2023	37228	PINNACOL ASSURANCE	21427761	01-43-5065	WC - September	35.33
09/23	09/25/2023	37228	PINNACOL ASSURANCE	21427761	04-44-5065	WC - September	1,452.04
09/23	09/25/2023	37228	PINNACOL ASSURANCE	21427761	01-45-5065	WC - September	1,364.75
09/23	09/25/2023	37228	PINNACOL ASSURANCE	21427761	01-47-5065	WC - September	1,263.62
09/23	09/25/2023	37228	PINNACOL ASSURANCE	21427761	01-48-5065	WC - September	10.61
09/23	09/25/2023	37228	PINNACOL ASSURANCE	21427761	01-49-5065	WC - September	147.53
09/23	09/25/2023	37228	PINNACOL ASSURANCE	21427761	06-40-5065	WC - September	397.94
09/23	09/25/2023	37228	PINNACOL ASSURANCE	21427761	20-40-5065	WC - September	135.93
Total 37228:							11,358.72
09/23	09/25/2023	37229	Professional Management System	84822	01-40-5401	Finance - Admin	4,992.00
09/23	09/25/2023	37229	Professional Management System	84822	06-40-5401	Finance - Sewer	624.00
09/23	09/25/2023	37229	Professional Management System	84822	20-40-5401	Finance - MURA	624.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 37229:							6,240.00
09/23	09/25/2023	37230	RAMEY ENVIRONMENTAL COM	26286	06-47-5215	Maintenance	2,000.00
09/23	09/25/2023	37230	RAMEY ENVIRONMENTAL COM	26287	06-47-5396	Wastewater svs - Raterink	825.00
Total 37230:							2,825.00
09/23	09/25/2023	37231	Saela Pest Control	8387348	01-47-5215	Pest Watch Service	149.00
09/23	09/25/2023	37231	Saela Pest Control	96291	01-47-5215	Pest Watch Service	149.00
Total 37231:							298.00
09/23	09/25/2023	37232	Safebuilt	0103825-IN	01-43-5460	Plan Review/ Permit Inspection	31,280.02
Total 37232:							31,280.02
09/23	09/25/2023	37233	Safety and Construction Supply	10662-IN	04-44-5255	Safety Equip	516.50
Total 37233:							516.50
09/23	09/25/2023	37234	Scott Holmen	090123 - HO	01-42-5330	Training - mileage reimbursement	47.16
09/23	09/25/2023	37234	Scott Holmen	090123 - HO	01-42-5330	Training - parking reimbursement	12.00
Total 37234:							59.16
09/23	09/25/2023	37235	Senergy Petroleum LLC	SEN-618547-	04-44-5216	Oil/Hydro for Equip	2,557.03
Total 37235:							2,557.03
09/23	09/25/2023	37236	Sophia Hassman	7623	01-40-5401	Use Tax Audit Cons	187.50
Total 37236:							187.50
09/23	09/25/2023	37237	STERLING TALENT SOLUTIONS	9518997	01-49-5075	Background Checks - JB	61.46
Total 37237:							61.46
09/23	09/25/2023	37238	Target Specialty Products	INVP501145	01-45-5215	Parks Fertilizer - addl line item on invoice	174.72
Total 37238:							174.72
09/23	09/25/2023	37239	TRIDENT SECURITY SYSTEMS	32570	01-47-5399	Alarm Monitoring	180.00
Total 37239:							180.00
09/23	09/25/2023	37240	Trojan UV	200/14783	06-47-5215	Sewer Repair & Maintenance	7,684.13
Total 37240:							7,684.13
09/23	09/25/2023	37241	TRUDI BOAZ	090123 - BO	01-40-5332	Tuition Reimbursement - Fall 2022	765.79
09/23	09/25/2023	37241	TRUDI BOAZ	090123 - BO	01-40-5332	Tuition Reimbursement - Spring 2023	961.10
Total 37241:							1,726.89
09/23	09/25/2023	37242	U.S. Postal Service	09182023	01-40-5205	Annual PO Box Fee	118.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 37242:							118.00
09/23	09/25/2023	37243	University Auto Parts, Inc	284763	01-47-5210	Glass Cleaner	9.99
Total 37243:							9.99
09/23	09/25/2023	37244	US Bank Voyager Fleet Systems	8694028342	01-40-5253	Fuel	50.94
09/23	09/25/2023	37244	US Bank Voyager Fleet Systems	8694028342	01-42-5253	Fuel	3,357.92
09/23	09/25/2023	37244	US Bank Voyager Fleet Systems	8694028342	04-44-5253	Fuel	2,745.53
09/23	09/25/2023	37244	US Bank Voyager Fleet Systems	8694028342	01-45-5253	Fuel	881.94
09/23	09/25/2023	37244	US Bank Voyager Fleet Systems	8694028342	01-47-5253	Fuel	597.14
09/23	09/25/2023	37244	US Bank Voyager Fleet Systems	8694028342	06-47-5253	Fuel	881.94
Total 37244:							8,515.41
09/23	09/25/2023	37245	VALLEY HEATING & AIR CONDI	23-24790	01-40-5215	HVAC Prev Maint - TH	867.55
09/23	09/25/2023	37245	VALLEY HEATING & AIR CONDI	23-48999	01-40-5215	HVAC Prev. Maint	867.55
Total 37245:							1,735.10
09/23	09/25/2023	37246	VECTOR DISEASE CONTROL	PI-A0001333	01-45-5348	Mosquito Control Svs - 5 of 5	4,416.00
09/23	09/25/2023	37246	VECTOR DISEASE CONTROL	PI-A0001342	01-45-5348	Pest Contol - ULV applications 8/2; 8/9; 8	9,933.30
Total 37246:							14,349.30
09/23	09/25/2023	37247	Voiance Language Services LLC	2023058715	01-42-5343	Interpretation Services	25.53
Total 37247:							25.53
09/23	09/25/2023	37248	WHITE BEAR ANKELE TANAKA	29819	20-40-5400	MURA Legal	2,608.63
Total 37248:							2,608.63
09/23	09/25/2023	37249	Wickham Tractor Company	IE20033	01-45-5216	Wood's Mower	207.96
Total 37249:							207.96
09/23	09/25/2023	37250	YourMembership.com Inc	R64642409	01-49-5075	Rec Aide - CPRA posting	129.00
Total 37250:							129.00
09/23	09/25/2023	37251	Pattlen Enterprises Inc	1151401-00	01-45-5372	Irrigation	123.91
09/23	09/25/2023	37251	Pattlen Enterprises Inc	1153619-00	01-45-5372	Irrigation (x10)	1,108.34
09/23	09/25/2023	37251	Pattlen Enterprises Inc	1153619-00	01-45-5372	Irrigation - return	106.59-
Total 37251:							1,125.66
09/23	09/20/2023	92023100	CENTURY LINK	4018 - 09012	01-40-5300	Elevator Line	78.84
Total 92023100:							78.84
09/23	09/20/2023	92023101	John Deere Financial	27406 - 09/2	04-44-5203	14116368 - Clothing - CW	374.91
09/23	09/20/2023	92023101	John Deere Financial	27406 - 09/2	04-44-5203	14404853 - Clothing - MP	439.41

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 92023101:							814.32
09/23	09/20/2023	92023102	SAMSCLUB	4230 09.01.2	01-47-5200	Office Supplies	594.36
Total 92023102:							594.36
09/23	09/20/2023	92023103	Enterprise FM Trust	FBN4837628	08-42-5491	608136 21 Ford Police - 23TPHZ	1,012.95
09/23	09/20/2023	92023103	Enterprise FM Trust	FBN4837628	09-45-5491	608136 21 Ford Ranger - 23VQXP	627.31
09/23	09/20/2023	92023103	Enterprise FM Trust	FBN4837628	09-45-5491	608136 22 Ford F-250 - 23WMJ2	855.83
09/23	09/20/2023	92023103	Enterprise FM Trust	FBN4837628	09-45-5491	608136 22 Ford F-350 - 23WQX4	1,201.11
09/23	09/20/2023	92023103	Enterprise FM Trust	FBN4837628	09-45-5491	608136 22 Ford F-250 - 23WQX9	899.60
09/23	09/20/2023	92023103	Enterprise FM Trust	FBN4837628	09-45-5491	608136 22 Ford Ranger - 25G6J7	679.32
09/23	09/20/2023	92023103	Enterprise FM Trust	FBN4837628	08-42-5491	608136 22 Ford Utility Interceptor - 25H	1,269.87
09/23	09/20/2023	92023103	Enterprise FM Trust	FBN4837628	08-42-5491	608136 22 Ford Utility Interceptor - 25HL	1,333.91
09/23	09/20/2023	92023103	Enterprise FM Trust	FBN4837628	08-42-5491	608136 22 Ford F-150 - 25HL9T	801.71
09/23	09/20/2023	92023103	Enterprise FM Trust	FBN4837628	09-45-5491	608136 22 Ford Escape - 25S5SM	648.09
09/23	09/20/2023	92023103	Enterprise FM Trust	FBN4837628	09-45-5491	608136 21 Ford Ranger - 26G3JG	743.56
09/23	09/20/2023	92023103	Enterprise FM Trust	FBN4837628	08-42-5491	608136 22 Ford Utility Interceptor - 26G	766.36
09/23	09/20/2023	92023103	Enterprise FM Trust	FBN4837628	09-49-5491	608136 23 Chev Silverado - 26MD7X	934.30
09/23	09/20/2023	92023103	Enterprise FM Trust	FBN4837628	08-42-5491	608136 23 Toyota Highlander - 26N9DS	1,111.08
09/23	09/20/2023	92023103	Enterprise FM Trust	FBN4837628	08-42-5491	60813623 Ford Interceptor277KHZ	1,579.66
09/23	09/20/2023	92023103	Enterprise FM Trust	FBN4837628	08-42-5491	60813623 Ford Interceptor277KPK	1,579.66
09/23	09/20/2023	92023103	Enterprise FM Trust	FBN4837628	08-42-5491	60813623 Ford Interceptor277KQJ	1,579.66
Total 92023103:							17,623.98
09/23	09/25/2023	92523100	Pitney Bowes Global Financial Se	3317951876	01-40-5205	Q3 Lease	164.97
Total 92523100:							164.97
09/23	09/25/2023	92523101	UNITED POWER	12650701 - 0	01-45-5305	Booster Pump Founders 8/2023	20.00
09/23	09/25/2023	92523101	UNITED POWER	12952800 -	01-45-5305	Mead Ponds 8/2023	20.00
09/23	09/25/2023	92523101	UNITED POWER	14305100 - 0	06-47-5305	WWTP 8/2023	3,893.92
09/23	09/25/2023	92523101	UNITED POWER	16836300 - 0	01-45-5305	Park Sprinkler Liberty 8/2023	20.70
09/23	09/25/2023	92523101	UNITED POWER	16909300 - 0	01-45-5305	Feather Ridge 8/2023	20.23
09/23	09/25/2023	92523101	UNITED POWER	17159100 - 0	01-45-5305	Sprinkler Clock Dtn 8/2023	20.02
09/23	09/25/2023	92523101	UNITED POWER	17618300 - 0	01-40-5305	Town Hall 8/2023	572.53
09/23	09/25/2023	92523101	UNITED POWER	17770000 - 0	01-45-5305	Gazebo 8/2023	23.85
09/23	09/25/2023	92523101	UNITED POWER	18949400 - 0	01-42-5305	Modular PD 8/2023	332.66
09/23	09/25/2023	92523101	UNITED POWER	21881700 - 0	01-47-5305	1341 CR 348/2023	589.58
09/23	09/25/2023	92523101	UNITED POWER	22092202 - 0	06-47-5306	4133 CR 34 - Raterink	52.16
09/23	09/25/2023	92523101	UNITED POWER	6753101 - 09	01-45-5305	Irrig Sprinkler N Creek 8/2023	20.01
09/23	09/25/2023	92523101	UNITED POWER	7490500 - 09	06-47-5305	Pump Lake Thomas 8/2023	20.00
09/23	09/25/2023	92523101	UNITED POWER	83701 - 09/0	01-42-5305	Shop 8/2023	43.71
09/23	09/25/2023	92523101	UNITED POWER	96302 - 09/0	06-47-5305	WWTP Lagoon 8/2023	38.86
Total 92523101:							5,688.23
09/23	09/25/2023	92523102	VERIZON WIRELESS	9943844207	06-40-5300	Wireless bill	40.01
09/23	09/25/2023	92523102	VERIZON WIRELESS	9943844207	04-44-5300	Wireless bill	67.06
09/23	09/25/2023	92523102	VERIZON WIRELESS	9943844207	01-49-5300	Wireless bill	40.01
09/23	09/25/2023	92523102	VERIZON WIRELESS	9943844207	01-47-5300	Wireless bill	160.04
09/23	09/25/2023	92523102	VERIZON WIRELESS	9943844207	01-43-5300	Wireless bill	101.64
09/23	09/25/2023	92523102	VERIZON WIRELESS	9943844207	01-41-5210	Wireless bill	51.54
09/23	09/25/2023	92523102	VERIZON WIRELESS	9943844207	01-40-5300	Wireless bill	40.01

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
09/23	09/25/2023	92523102	VERIZON WIRELESS	9943844208	01-42-5300	Wireless bill	1,196.72
	Total 92523102:						1,697.03
	Grand Totals:						433,186.49

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-02-2000	106.65	199,181.23-	199,074.58-
01-02-2615	12,274.50	.00	12,274.50
01-40-5050	677.54	.00	677.54
01-40-5065	82.76	.00	82.76
01-40-5068	185.00	.00	185.00
01-40-5200	248.08	.00	248.08
01-40-5201	1,216.50	.00	1,216.50
01-40-5205	282.97	.00	282.97
01-40-5210	65.50	.00	65.50
01-40-5215	2,289.10	.00	2,289.10
01-40-5253	50.94	.00	50.94
01-40-5300	389.86	.00	389.86
01-40-5305	572.53	.00	572.53
01-40-5315	295.78	.00	295.78
01-40-5320	1,761.97	.00	1,761.97
01-40-5332	1,726.89	.00	1,726.89
01-40-5400	15,526.10	.00	15,526.10
01-40-5401	5,179.50	.00	5,179.50
01-40-5415	6,480.00	.00	6,480.00
01-40-5700	100.00	.00	100.00
01-41-5065	15.87	.00	15.87
01-41-5210	51.54	.00	51.54
01-41-5320	704.79	.00	704.79
01-41-5330	105.00	.00	105.00
01-42-5050	829.58	.00	829.58
01-42-5065	6,452.34	.00	6,452.34
01-42-5210	63.60	.00	63.60
01-42-5216	220.33	.00	220.33
01-42-5253	3,357.92	.00	3,357.92
01-42-5254	927.00	.00	927.00
01-42-5300	1,196.72	.00	1,196.72
01-42-5305	376.37	.00	376.37
01-42-5315	148.07	.00	148.07
01-42-5320	9,867.03	.00	9,867.03
01-42-5330	2,423.56	.00	2,423.56
01-42-5343	1,375.53	.00	1,375.53
01-42-5350	190.73	.00	190.73
01-43-5065	35.33	.00	35.33
01-43-5201	1,216.50	.00	1,216.50
01-43-5300	101.64	.00	101.64
01-43-5320	2,819.15	.00	2,819.15
01-43-5460	31,280.02	.00	31,280.02
01-45-5065	1,364.75	.00	1,364.75
01-45-5203	111.97	.00	111.97

GL Account	Debit	Credit	Proof
01-45-5210	1,374.50	.00	1,374.50
01-45-5215	218.60	.00	218.60
01-45-5216	207.96	.06-	207.90
01-45-5253	881.94	.00	881.94
01-45-5305	144.81	.00	144.81
01-45-5320	3,523.94	.00	3,523.94
01-45-5348	14,349.30	.00	14,349.30
01-45-5371	27,400.00	.00	27,400.00
01-45-5372	1,288.69	106.59-	1,182.10
01-45-5500	17,706.00	.00	17,706.00
01-47-5050	746.00	.00	746.00
01-47-5065	1,263.62	.00	1,263.62
01-47-5200	607.34	.00	607.34
01-47-5201	159.00	.00	159.00
01-47-5210	107.29	.00	107.29
01-47-5215	2,784.50	.00	2,784.50
01-47-5253	597.14	.00	597.14
01-47-5300	160.04	.00	160.04
01-47-5305	859.48	.00	859.48
01-47-5315	81.15	.00	81.15
01-47-5320	1,761.97	.00	1,761.97
01-47-5330	154.00	.00	154.00
01-47-5399	180.00	.00	180.00
01-48-5065	10.61	.00	10.61
01-48-5320	704.79	.00	704.79
01-49-5065	147.53	.00	147.53
01-49-5075	251.96	.00	251.96
01-49-5220	2,245.97	.00	2,245.97
01-49-5236	395.00	.00	395.00
01-49-5260	81.93	.00	81.93
01-49-5261	419.40	.00	419.40
01-49-5262	290.00	.00	290.00
01-49-5265	360.00	.00	360.00
01-49-5300	40.01	.00	40.01
01-49-5320	2,819.15	.00	2,819.15
01-49-5330	216.75	.00	216.75
04-02-2000	.00	25,732.95-	25,732.95-
04-44-5065	1,452.04	.00	1,452.04
04-44-5203	814.32	.00	814.32
04-44-5210	1,374.50	.00	1,374.50
04-44-5215	265.28	.00	265.28
04-44-5216	2,557.03	.00	2,557.03
04-44-5250	401.90	.00	401.90
04-44-5252	282.02	.00	282.02
04-44-5253	2,745.53	.00	2,745.53
04-44-5255	516.50	.00	516.50
04-44-5300	67.06	.00	67.06
04-44-5320	8,809.85	.00	8,809.85
04-44-5369	6,446.92	.00	6,446.92
06-02-2000	.00	24,234.93-	24,234.93-
06-40-5065	397.94	.00	397.94
06-40-5300	40.01	.00	40.01
06-40-5320	1,761.97	.00	1,761.97
06-40-5400	878.60	.00	878.60
06-40-5401	624.00	.00	624.00
06-40-5415	3,240.00	.00	3,240.00
06-47-5215	9,684.13	.00	9,684.13

GL Account	Debit	Credit	Proof
06-47-5231	1,820.00	.00	1,820.00
06-47-5253	881.94	.00	881.94
06-47-5305	3,952.78	.00	3,952.78
06-47-5306	52.16	.00	52.16
06-47-5393	76.40	.00	76.40
06-47-5396	825.00	.00	825.00
08-02-2000	.00	11,034.86-	11,034.86-
08-42-5491	11,034.86	.00	11,034.86
09-02-2000	5,621.44	119,017.21-	113,395.77-
09-02-2005	.00	5,621.44-	5,621.44-
09-45-5491	5,654.82	.00	5,654.82
09-49-5491	934.30	.00	934.30
09-50-5500	112,428.09	.00	112,428.09
14-02-2000	.00	40,602.68-	40,602.68-
14-40-5565	40,602.68	.00	40,602.68
18-02-2000	.00	13,883.00-	13,883.00-
18-45-5500	6,986.50	.00	6,986.50
18-52-5500	6,896.50	.00	6,896.50
20-02-2000	.00	5,153.33-	5,153.33-
20-40-5065	135.93	.00	135.93
20-40-5320	704.77	.00	704.77
20-40-5400	2,608.63	.00	2,608.63
20-40-5401	624.00	.00	624.00
20-40-5415	1,080.00	.00	1,080.00
99-01-1075	74.39	.00	74.39
99-02-2000	.00	74.39-	74.39-
Grand Totals:	444,642.67	444,642.67-	.00

Report Criteria:

Report type: GL detail

Agenda Item Summary

MEETING DATE: September 25, 2023

SUBJECT: **Resolution No. 61-R-2023** – A Resolution of the Town of Mead, Colorado, Approving an Agreement for Professional Services with Altitude Recreation, Inc. for Court Resurfacing and Striping

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

SUMMARY

The Town parks tennis/pickleball and basketball courts are in need of resurfacing or restriping at the following locations:

- Founders Park – Tennis/pickleball court and basketball court resurfacing
- Margil Park – Basketball court restriping
- Liberty Ranch Park – Complete removal and replacement of the tennis/pickleball court surfacing, basketball court restriping

(collectively, the "Services").

Staff is recommending approval of an agreement for professional services with Altitude Recreation, Inc., a Colorado corporation ("Contractor") for the Services. The Town utilized cooperative purchasing when selecting the Contractor through 1Government Procurement Alliance ("1GPA"). 1GPA is a national non-profit governmental purchasing cooperative which allows public entities to take advantage of existing contracts to purchase the goods and services they need from local and national vendors. 1GPA contracts are approved and awarded by 1GPA's lead governmental entities and are available for use and benefit of all entities complying with their own state procurement laws and regulations. All contracts are competitively bid and awarded in compliance with state statutes, procurement laws and regulations.

The Town has previously utilized the Contractor for the procurement and installation of playground equipment at Mead Park and has been satisfied with the Contractor's work. Town Staff recommends approving the agreement with the Contractor (Altitude Recreation, Inc.) establishing a not-to-exceed compensation amount (NTE Amount) of ninety-nine thousand nine hundred seventy-five dollars ($99,975.00).

FINANCIAL CONSIDERATIONS

The approved 2023 budget identifies $150,000.00 in the Parks & Open Space Fund, Capital Outlay – Resurface Tennis Courts line item (18-52-5500), which is sufficient to fund the Services. As set forth above, the agreement establishes a NTE Amount of $99,975.00.

STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the September 25, 2023, consent agenda will approve the Resolution authorizing the execution of the Agreement for Professional Services with the Contractor in the NTE Amount of $99,975.00. If this item is pulled off the consent for further discussion or questions, Town Staff recommends the following motion:

Suggested Motion:
"I move to adopt Resolution No. 61-R-2023, a Resolution of the Town of Mead, Colorado, approving an Agreement for Professional Services with Altitude Recreation, Inc. for Court Resurfacing and Striping Services for an amount not to exceed $99,975.00".

ATTACHMENTS

Resolution No. 61-R-2023
Agreement for Professional Services

TOWN OF MEAD, COLORADO
RESOLUTION NO. 61-R-2023

A RESOLUTION OF THE TOWN OF MEAD, COLORADO APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH ALTITUDE RECREATION, INC. FOR COURT RESURFACING AND STRIPING SERVICES

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

WHEREAS, the Town desires to obtain certain resurfacing and striping services at certain sport courts owned and operated by the Town (the "Services"); and

WHEREAS, the Town has selected Altitude Recreation, Inc., a Colorado corporation (the "Contractor") to provide the Services through a cooperative purchasing arrangement as permitted under the Town's purchasing policy; and

WHEREAS, the Board of Trustees desires to enter into an Agreement for Professional Services with the Contractor ("Agreement") to complete the Services for the not-to-exceed compensation amount of ninety-nine thousand nine hundred seventy-five dollars ($99,975.00); and

WHEREAS, the Agreement is attached to this Resolution as **Exhibit 1** and is incorporated herein by reference; and

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

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

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

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 25TH DAY OF SEPTEMBER, 2023.

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

Exhibit 1 – Agreement for Professional Services (ALTITUDE RECREATION, INC.)
Town of Mead – Court Resurfacing

Town of Mead, Colorado
AGREEMENT FOR PROFESSIONAL SERVICES

Project/Services Name: Town of Mead – Court Resurfacing

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into by and between the Town of Mead, a municipal corporation of the State of Colorado, with offices at 441 Third Street, Mead, Colorado 80542 (the "Town"), and Altitude Recreation, Inc., a Colorado corporation with offices at 720 Austin Avenue, Suite 203, Erie, CO 80516 ("Contractor") (each individually a "Party" and collectively the "Parties").

RECITALS

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

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

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

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

I. SCOPE OF SERVICES

A. Services. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Services" or "Scope of Services"). The Services shall be completed to the satisfaction of the Town Representative.

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

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

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

II. TERM AND TERMINATION

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

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

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

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

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

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

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

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

III. REPRESENTATIVES AND SUPERVISION

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

B. Contractor Representative. The Contractor representative under this Agreement shall be **Doug Johannsen** ("Contractor Representative"). The Contractor Representative shall act as the Contractor's primary point of contact with the Town. The Contractor shall not designate another person to be the Contractor Representative without prior written notice to the Town.

IV. COMPENSATION

A. Not-to-Exceed Amount. Following execution of this Agreement by the Parties, the Contractor shall be authorized to and shall commence performance of the Services as described in **Exhibit A**, subject to the requirements and limitations on compensation as provided by this Section IV and its subsections. Compensation to be paid hereunder shall not exceed **Ninety-Nine Thousand Nine Hundred and Seventy-Five Dollars ($99,975.00)** ("Not-to-Exceed Amount") unless a larger amount is agreed to by and between the Parties in accordance with the amendment requirements of this Agreement. Notwithstanding the amount specified in this Section, Contractor shall be paid only for work performed. Contractor shall not be paid until tasks identified in the Scope of Services are performed to the satisfaction of the Town. In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor as follows:

☐ ~~If this box is checked, the Town shall pay Contractor on a time and materials basis in accordance with the rate schedule shown in **Exhibit B**. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for any fees, costs and expenses. Final payment may be requested by the Contractor upon completion of the Services and the Town's acceptance of all work or Services as set forth in **Exhibit A**.~~

☒ If this box is checked, the Town shall pay the Contractor the Not-to-Exceed Amount in two lump sum payments as follows: **fifty percent (50%) within thirty (30) calendar days of the Effective Date and the remaining fifty percent (50%) within thirty (30) calendar days of completion of the Services**.

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

C. Reimbursable Expenses.

1. If this Agreement is for lump sum compensation, there shall be no reimbursable expenses.

~~2. If the Agreement is for compensation based on a time and materials basis, the following shall be considered "reimbursable expenses" for purposes of this Agreement and may be billed to the Town without administrative mark-up, which must be accounted for by the Contractor, and proof of payment shall be provided by the Contractor with the Contractor's monthly invoices:~~

- ☐ ~~None~~
- ☐ ~~Vehicle Mileage (billed at not more than the prevailing per mile charge permitted by the IRS as a tax-deductible business expense)~~
- ☐ ~~Printing and Photocopying Related to the Services (billed at actual cost)~~
- ☐ ~~Long Distance Telephone Charges Related to the Services~~
- ☐ ~~Postage and Delivery Services~~
- ☐ ~~Lodging and Meals (but only with prior written approval of the Town as to dates and maximum amount)~~

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

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

V. PROFESSIONAL RESPONSIBILITY

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

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

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

VI. INDEPENDENT CONTRACTOR

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

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

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

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

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

VII. <u>INSURANCE</u>

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

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

☒ The Contractor shall secure and maintain the following ("Required Insurance"):

- ☒ Worker's Compensation Insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder.

- ☒ Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars ($1,000,000.00) each occurrence and of One Million Dollars ($1,000,000.00) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.

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

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

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

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

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

VIII. INDEMNIFICATION

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

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. [RESERVED]

X. REMEDIES

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

1. Suspend the Contractor's performance pending necessary corrective action as specified by the Town without the Contractor's entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or

2. Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or

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

4. Terminate this Agreement in accordance with this Agreement.

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

XI. RECORDS AND OWNERSHIP

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

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

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

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

XII. MISCELLANEOUS

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

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

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

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

If to the Town:	**If to Contractor**:
Town of Mead Attn: Town Manager 441 Third Street P.O. Box 626 Mead, Colorado 80542	Altitude Recreation, Inc. Attn: Doug Johannsen 720 Austin Avenue, Ste 203 Erie, CO 80516 doug@altituderec.com
With Copy to: Michow Guckenberger McAskin LLP Attn: Mead Town Attorney 5299 DTC Blvd, Suite 300 Greenwood Village, Colorado 80111	With Copy to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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SIGNATURE PAGES FOLLOW

THIS AGREEMENT is executed and made effective as provided above.

TOWN OF MEAD, COLORADO

By: ________________________________

Printed Name: _______________________

Title: ______________________________

Date of execution: _______________, 2023

ATTEST:

____
Mary E. Strutt, MMC, Town Clerk

APPROVED AS TO FORM (*excluding exhibits*):

____
Marcus McAskin, Town Attorney

CONTRACTOR:
ALTITUDE RECREATION, INC., a Colorado corporation

By: ________________________________

Printed Name: __________________________

Title: ________________________________

STATE OF COLORADO)
) ss.
COUNTY OF _________________)

The foregoing Agreement for Professional Services was subscribed, sworn to and acknowledged before me this ___ day of ________________, 2023, by ______________________ as ____________________________ of Altitude Recreation, Inc., a Colorado corporation.

My commission expires: _____________

(S E A L)

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

EXHIBIT A
SCOPE OF SERVICES

Contractor shall resurface/restripe the following Town tennis/pickleball and basketball courts at the following locations:

- Founders Park – Tennis/pickleball court and basketball court resurfacing
- Margil Park – Basketball court restriping
- Liberty Ranch Park – Complete removal and replacement of the tennis/pickleball court surfacing, basketball court restriping

The Services shall be completed in accordance with the specifications set forth in Contractor quote # 103325-01-04 dated September 14, 2023 (“Quote”) attached hereto (3 pages).

720 Austin Avenue., Suite 203
Erie, CO 80516
1-800-235-2440

09/14/2023
Quote #
103325-01-04

TOWN OF MEAD - COURT RESURFACING

TOWN OF MEAD
Attn: BO HURTADO
537 MAIN STREET
MEAD, CO 80542
Phone: 720-291-1253
bhurtado@townofmead.org

Ship to Zip 80542

Quantity	Part #	Description	Unit Price	Amount
1	COURT RESURFACING	ALTITUDE CONTRACTING - COURT RESURFACING- Remove coating from one tennis court via diamond grinding prior to resurfacing -Resurface one tennis court -Resurface one basketball court -Stripe two basketball courts -Thoroughly clean court surface (OWNER TO PROVIDE WATER TO CONTRACTOR AT NO CHARGE). -Fill cracks and damaged areas with an acrylic special filler. -Grind displaced areas on cracks so both sides are fairly level. -Repair Spalled areas and grind repairs flush with court. We cannot guarantee against the occurrence of any newspalls, pop outs, or alkali bleaching from reactive sand. -Cracks can be filled and where they do not penetrate the slab, will usually not reappear. Cracks that penetrate the slab usually will reappear due to expansion and contraction of the slab. -Court color to be determined by OWNER. Lines to be white Latex Acrylic line paint. -Squeegee marks, lines, or swirls are always visible in tennis court applications but will fade over time. NOTE: IT IS EXTREMELY IMPORTANT THAT NO WATER IS SPRAYING ONTO THE COURT FROM NEARBY SPRINKLERS OR WATER SOURCES. THIS WILL STAIN THE COLOR COATING SYSTEM AND SHORTEN THE LIFE OF THE SURFACING. PLEASE MAKE SURE ALL WATER SOURCES ARE DIRECTED AWAY FROM THE COURT.Total of two (2) tennis courts to be resurfaced, with one having the surface removed prior. One (1) basketball court to be resurfaced. Two (2) basketball courts to be striped only.	$105,237.00	$105,237.00
Contract: 1GPA - #23-07P-01			**Sub Total**	$105,237.00
			Discount	($5,262.00)
			Total	**$99,975.00**

Comments

PLEASE ADD TAX IF APPLICABLE

50% ($49,987.50) DEPOSIT WITH ORDER WILL BE REQUIRED

OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF $1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO **ALTITUDE RECREATION.**

Pricing: f.o.b. factory. **Pricing Firm for 30 Days from the day of this quotation.**

Payment terms: 50% deposit payable to GameTime at time of order entry with the balance due upon completion of the project.
Processing Fee of 2.5% will be added for all Credit Card Transactions.

720 Austin Avenue., Suite 203
Erie, CO 80516
1-800-235-2440

TOWN OF MEAD - COURT RESURFACING

Shipment: Standard playground and furnishings order shall ship within 10-12 weeks, Custom Panels 10-12 weeks, Vista Ropes Climbers 12-18 weeks, Standard Shades and Shelters 14-16 weeks, Surfacing 1-2 weeks after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required. All orders remaining staged for shipment, with the manufacturer, after 10 business days, will be applicable to a minimum storage fee of $125.00, as well as an additional $125.00 per week, per order. The customer will be responsible to pay these fees once the equipment ships. Flatbed and Forklift requests would be additional charge (not included)

Freight charges: Allowed & prepaid
Installation: shall be by a Certified GameTime Installer. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access.

PURCHASER SHALL ABSORB ALL COSTS INCURRED FROM UNKOWN SOIL CONDITIONS SUCH AS ROCK REMOVAL, POOR DIGGING CONDITIONS (BEDROCK), OR POOR SOIL BEARING CAPACITY, INCLUDING BUT NOT LIMITED TO JACKHAMMER, BACKHOE OR BULLDOZER, SONOTUBES (PLUS DELIVERY, OPERATOR AND INSTALLATION IF REQUIRED)
Exclusions: unless specifically included, this quotation excludes all bonds, prevailing wages, site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

720 Austin Avenue., Suite 203
Erie, CO 80516
1-800-235-2440

TOWN OF MEAD - COURT RESURFACING

BILL TO CUSTOMER: SHIP TO CUSTOMER:

____ ____

____ ____

____ ____

____ ____

PHONE NUMBER: ______________________ PHONE NUMBER: ______________________

FAX NUMBER: ______________________ FAX NUMBER: ______________________

EMAIL FOR ORDER ACKNOWLEDGEMENT: ____

COLORS: ____________________________ (PALETTE)

UPRIGHTS: ______________ DECKS: ______________

ACCENTS: ______________ ARCHES: ______________

PLASTIC: ______________ METAL ROOFS: ______________

ROCK PLASTIC: ______________ GRIPS: ______________

ROOFS: ______________ TUBES: ______________

HDPE: ______________ 2 HDPE: ______________

SWINGS: ____________________________

____
Sales Associate's Signature

____ ________________
Customer's Signature Date

720 Austin Avenue., Suite 203
Erie, CO 80516
1-800-235-2440

TOWN OF MEAD - COURT RESURFACING

TOWN OF MEAD
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Comments

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Exclusions: unless specifically included, this quotation excludes all bonds, prevailing wages, site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

720 Austin Avenue., Suite 203
Erie, CO 80516
1-800-235-2440

TOWN OF MEAD - COURT RESURFACING

BILL TO CUSTOMER: SHIP TO CUSTOMER:

____ ____

____ ____

____ ____

____ ____

PHONE NUMBER: _______________________ PHONE NUMBER: ________________________

FAX NUMBER: __________________________ FAX NUMBER: ___________________________

EMAIL FOR ORDER ACKNOWLEDGEMENT: ____

COLORS: _____________________________ (PALETTE)

UPRIGHTS: ______________ DECKS: ______________

ACCENTS: ______________ ARCHES: ______________

PLASTIC: ______________ METAL ROOFS: ______________

ROCK PLASTIC: ______________ GRIPS: ______________

ROOFS: ______________ TUBES: ______________

HDPE: ______________ 2 HDPE: ______________

SWINGS: _____________________________

____
Sales Associate's Signature

____ ________________
Customer's Signature Date

Agenda Item Summary

MEETING DATE:	September 25, 2023
SUBJECT:	**Resolution No. 62-R-2023** – A Resolution of the Town of Mead, Colorado, Approving a Services Agreement with Smith Power Products, Inc.
PRESENTED BY:	Erika Rasmussen, Town Engineer/Public Works Director

SUMMARY

Resolution No. 62-R-2023 (the "Resolution") approves a short-form services agreement ("Agreement") with Smith Power Products, Inc. ("SPPI") in the total amount of one hundred sixteen thousand seventy-three dollars ($116,073.00)

On July 31, 2023, the Board of Trustees approved Resolution No. 56-R-2023 approving the acquisition of a 350KW Generator (the "Generator") from SPPI for an amount not to exceed $100,573.00 (the "Prior Resolution"). The $100,573.00 expenditure approved by the Prior Resolution is for procurement of the Generator only.

On August 1, 2023, Town Staff executed a purchase approval summary authorizing the acquisition of the Generator ("Purchase Approval Summary").

Town Staff has requested that SPPI provide certain labor and services related to disconnecting the existing generator at the Town's wastewater treatment plant located east of I-25 on WCR 34 ("WWTP"), removing the old generator, and installing/connecting the (new) Generator (together, the "Disconnection/Removal/Installation Services"). SPPI has provided an updated proposal to the Town, which includes: (1) the $100,573.00 cost of the Generator, and (2) the costs associated with the Disconnection/Removal/Installation Services, which is an additional fifteen thousand five hundred dollars ($15,500.00).

The revised not-to-exceed figure, inclusive of the Disconnection/Removal/Installation Services is one hundred sixteen thousand seventy-three dollars ($116,073.00).

Staff is of the opinion that the labor costs associated with the Disconnection/Removal/Installation Services are reasonable and is recommending approval of the Resolution. Given that SPPI will be providing services to the Town, Staff is recommending that the Board of Trustees approve the Agreement (note: the Agreement includes language clarifying that the Agreement will supersede/replace the Purchase Approval Summary).

The Resolution approves the Agreement and authorizes the Town Manager to execute the Agreement on behalf of the Town, when in final form.

FINANCIAL CONSIDERATIONS

As set forth above, Staff believes the labor costs associated with the Disconnection/Removal/Installation Services are reasonable and recommends approval of the Resolution. Funds are available in the sewer fund (06-47-5558). This request is for $15,500.00 above the expenditure approved by the Prior Resolution. The total not-to-exceed fee set forth in the Agreement is $116,073.00 (the "Contractor Fee"). A breakdown of the Contractor Fee is set forth in **Exhibit A** of the Agreement.

STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the September 25, 2023, consent agenda will approve the Resolution. If this item is pulled off the consent for further discussion or questions, Staff recommends the following motion:

Suggested Motion:
"I move to adopt Resolution No. 62-R-2023, a Resolution of the Town of Mead, Colorado, Approving a Services Agreement with Smith Power Products, Inc., in the not-to-exceed amount of one hundred sixteen thousand seventy-three dollars ($116,073.00)."

ATTACHMENTS

Resolution No. 62-R-2023
Services Agreement
- **Exhibit A** to Agreement – SPPI proposal dated September 15, 2023
- **Exhibit B** to Agreement – Limited Warranty (Generator)

TOWN OF MEAD, COLORADO
RESOLUTION NO. 62-R-2023

A RESOLUTION OF THE TOWN OF MEAD, COLORADO APPROVING A SERVICES AGREEMENT WITH SMITH POWER PRODUCTS, INC.

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

WHEREAS, the Town desires to obtain certain equipment and services for the benefit of the Town wastewater treatment plant (the "Services"); and

WHEREAS, the Services include: (1) the acquisition of a Rolls Royce 350KW Generator (the "Generator") as more specifically described in Resolution No. 56-R-2023 dated July 31, 2023 (the "Prior Resolution"), and (2) certain disconnection/removal/installation services to be provided by Smith Power Products, Inc. (the "Contractor") at the Town's wastewater treatment plant related to disconnecting and removing the old/existing generator and installing the Generator; and

WHEREAS, the Prior Resolution authorized the Town Manager to effectuate the acquisition of the Generator by purchase order or purchase and sale agreement for a Purchase Price of one hundred thousand five hundred seventy-three dollars ($100,573.00) (the "Purchase Price"); and

WHEREAS, given that the Contractor will now be providing the disconnection/removal/installation services for the Town, Staff is recommending that the Board of Trustees authorize the Town to enter into a Services Agreement with the Contractor (the "Agreement"), in substantially the form attached to this Resolution as **Exhibit 1**; and

WHEREAS, the not-to-exceed Contractor fee of one hundred sixteen thousand seventy-three dollars ($116,073.00) set forth in the Agreement includes the: (1) the Purchase Price for the Generator, and (2) the additional fees of fifteen thousand five hundred dollars ($15,500.00) associated with the disconnection/removal/installation services; and

WHEREAS, the Board of Trustees desires to approve the Agreement; and

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

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

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

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

Section 3. **Repealer.** All resolutions, or parts thereof, in conflicts 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 25TH DAY OF SEPTEMBER, 2023.

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

Exhibit 1 – Services Agreement (Smith Power Products, Inc.)

Town of Mead, Colorado
SERVICES AGREEMENT

Service: **WWTP -Rolls Royce 350KW Generator**
Equipment acquisition and installation services

THIS SERVICES AGREEMENT ("Agreement") is made and entered into by and between the **Town of Mead**, a municipal corporation of the State of Colorado, with offices at 441 Third Street, P.O. Box 626, Mead, Colorado 80542 (the "Town"), and **Smith Power Products, Inc.**, a Delaware corporation, with a principal office address of 3065 W. California Ave., Salt Lake City, UT 84104, and having a local Colorado address of 5681 Iris Pkwy, Frederick, CO 80504 ("Contractor") (each individually a "Party" and collectively the "Parties").

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

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

WHEREAS, by and through Resolution No. 56-R-2023 dated July 31, 2023 ("Resolution"), the Board of Trustees authorized the acquisition of a Rolls Royce 350KW Generator from Contractor, as more specifically described in the Resolution (the "Generator"); and

WHEREAS, on August 1, 2023 the Town Manager executed that certain purchase approval summary authorizing the acquisition of the Generator ("Purchase Approval Summary"); and

WHEREAS, Town Staff has requested that Contractor provide certain labor and services related to disconnecting the existing generator at the Town's wastewater treatment plant located east of I-25 on WCR 34 ("WWTP"), removing the old generator, and installing/connecting the Generator; and

WHEREAS, Contractor represents that it has the requisite expertise and experience to perform the services described in this Agreement,

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

I. SERVICES

A. Description. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from Contractor's proposal dated September 15, 2023 ("Services"), attached hereto as **Exhibit A**. **Exhibit A** is incorporated herein by this reference. A change in the Services shall not be effective unless authorized in writing and signed by the parties in accordance with the amendment provision of this Agreement. The Parties acknowledge and agree that this Agreement supersedes and replaces the Purchase Approval Summary in its entirety.

B. Term and Termination. This Agreement shall be effective on the date of its mutual execution by the Parties and shall terminate on December 31, 2023. The Parties may mutually agree to extend the term of this Agreement in writing pursuant to the amendment provisions of this Agreement. Either the Town or the Contractor may terminate this Agreement by providing the other party with advance written notice of termination. Such notice of termination shall state the date on which the Services shall terminate, which shall be no sooner than thirty (30) days following the date of the notice of termination. Within thirty (30) days of the date of termination, Contractor may submit a final invoice for all unpaid Services completed pursuant to this Agreement prior to the date of termination. The Town will pay such final invoice within thirty (30) days of the date of the Town's receipt of the final invoice. The Town shall not be obligated to pay any invoice submitted by Contractor more than thirty (30) days after the date of termination.

C. Generator – Limited Warranty. The warranty for the Generator will be the attached Standard Two (2) Year / 3,000 Hour Basic Standby (3D), Prime (3B) and Data Center Continuous Power (3F) Limited Warranty, a copy of which is attached to this Agreement as **Exhibit B** and is incorporated herein by reference.

D. Generator Delivery. The Generator shall be delivered to the Town of Mead WWTP. Date of delivery shall be coordinated by and between the Town Representative and the Contractor Representative (as those terms are defined below).

E. Representatives and Supervision

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

2. Contractor Representative. The Contractor representative under this Agreement shall be Darrel Caldwell, Rolls-Royce Power Systems Engineering Sales [dcaldwell@smithppi.com, 303-927-8469] ("Contractor Representative"). The Contractor Representative shall act as the Contractor's primary point of contact with the Town. The Contractor shall not designate another person to be the Contractor Representative without prior written notice to the Town.

II. COMPENSATION

A. Payment. In consideration for performance of the Services by the Contractor, the Town shall pay Contractor an amount not to exceed **one hundred sixteen thousand seventy-**

three dollars ($116,073.00) ("Contractor Fee"). The breakdown of the Contractor Fee is set forth in **Exhibit A**.

B. Method of Payment. Contractor may invoice the Town no more often than once every thirty (30) calendar days for Services completed. The Town shall pay each invoice within thirty (30) days of the Town's receipt of the invoice unless the Parties agree upon another time period in writing. Notwithstanding the foregoing, upon termination of this Agreement by one or both parties, the Town shall pay the final invoice pursuant to Section I of this Agreement. All payments under this Agreement shall be by check made payable to Contractor.

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

III. INSURANCE

Contractor shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by the Contractor to be sufficient to meet or exceed the Contractor's minimum statutory and legal obligations arising under this Agreement. Such insurance shall name the Town as a Certificate Holder. Contractor shall provide the Town with a certificate of insurance prior to the commencement of the services under this Agreement, and Contractor shall provide the Town a copy of such insurance policy or policies upon request by the Town. Contractor understands and agrees that the Town's insurance does not provide coverage for Contractor. The Contractor's failure to obtain or maintain Contractor's own policies of insurance for the duration of this Agreement and for any travel or other activities related to the Services shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance under this Agreement.

IV. INDEMNIFICATION

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

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

V. MISCELLANEOUS

A. **Independent Contractor. Contractor understands and agrees that Contractor shall perform its obligations under this Agreement as an independent contractor and not as an employee of the Town. Contractor acknowledges that it is not on Town's payroll or social security or tax withholding rolls. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is an employee of Town for any purposes. The Contractor shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Contractor, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment.**

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

C. Integration and Modification. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications, including but not limited to the Town's Purchase Approval Summary. This Agreement may only be modified or amended upon written agreement signed by the Parties.

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

If to the Town:	**If to Contractor**:
Town of Mead Attn: Town Manager 441 Third Street P.O. Box 626 Mead, Colorado 80542	Smith Power Products, Inc. Attn: Darrel Caldwell 5681 Iris Pkwy Frederick, CO 80504

With Copy to:	With Copy to:
Michow Guckenberger McAskin LLP Attn: Mead Town Attorney 5299 DTC Blvd, Suite 300 Greenwood Village, Colorado 80111	Smith Power Products, Inc. 3065 W. California Ave. Salt Lake City, UT 84104

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

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

G. 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.

H. 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 V shall not authorize assignment.

I. 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.

J. Survival. Any 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, including but not limited to the indemnification, independent contractor, governing law and venue, and rights and remedies provisions of this Agreement.

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

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

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

N. 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, 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.

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

P. 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.

Q. 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*]

THIS AGREEMENT is executed and made effective as provided below.

TOWN OF MEAD, COLORADO

By: ________________________________
Helen Migchelbrink, Town Manager

Date of execution: _______________, 2023

ATTEST:

____
Mary Strutt, MMC, Town Clerk

REVIEWED BY (*excluding exhibits*):

____
Marcus McAskin, Town Attorney

[*Contractor signature page to Services Agreement*]

CONTRACTOR: Smith Power Products, Inc., a Delaware corporation

By: ________________________________

Printed Name: __________________________

Title: ________________________________

STATE OF __________________)
) ss.
COUNTY OF ________________)

The foregoing Services Agreement was subscribed, sworn to and acknowledged before me this ___ day of ________________, 2023, by ______________________ as ____________________________ of Smith Power Products, Inc., a Delaware corporation.

My commission expires: _____________

(S E A L)

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

<u>EXHIBIT A</u>
SCOPE OF WORK

[SPPI Proposal dated September 15, 2023, twelve (12) pages]
[attached]

Date: September 15, 2023

Reference: Town of Mead - Stock DS350 - UI 30645

We are pleased to offer the following quote for the above project:
- *Colorado has adopted NEC 2020. Please see notes 7 & 8 below for clarification/exception.*
- *Proposal is priced for delivery in 2023. Pricing is based on 30 day quote expiration.*
- *Due to complete 11/01/2023.*

QUANTITY	EQUIPMENT DESCRIPTION	PRICE EACH	TOTAL PRICE
1	Rolls-Royce 350kW Generator Set M/N DS350 Diesel Fuel Derate: 350kW @ 5280 Feet, 104°F 120/240 Volt, 3 Phase, 60 HZ, 1800 RPM Genset Dry Assembly Weight: 14,674 lbs.	*Included*	*Included*
1	Freight, Delivery to Site, Initial Fuel Tank Fill and Factory Technician Start-Up w/ Site Load Bank Test	*Included*	*Included*
		TOTAL (less tax)	*$100,573.00*
INSTALL	*CE Power disconnect existing genset. SPPI scope includes removal of existing and placement of new generator on owner modified concrete housekeeping pad. CEP reconnect system to new generator set, reusing conduit/conductors (part or in-full), reconnect shore power to accessories, SPPI terminate low voltage connections for controls/alarms.* **Excludes all/any concrete work, permitting/engineering, existing site fuel contamination clean-up.*	*$32,500.00*	*$32,500.00*
CREDIT	*Owner performs all modifications to existing concrete housekeeping pad.*	*($8,500.00)*	*($8,500.00)*
CREDIT	*SPPI Accepts terms to remove from site the existing Generac generator from site and takes possession heretofore under any condition turned over at removal.*	*($8,500.00)*	*($8,500.00)*
		TOTAL (less tax)	*$116,073.00*

Equipment Description:

Generator:

Application	Emergency Standby (3D)
Frequency	60 Hz
Generator Voltage	240 V

Phase	3 Phase
Unit Specification	UL2200
IBC Seismic Certification	Without IBC
OSHPD Certification	Without OSHPD
Engine Model	JD6135HFG84 (24volts)
Exhaust Emissions (EPA)	EPA Stationary EMERG T3 (40CFR60)
Radiator Design Temperature	50°C
Temp Rise	130°
Power Output	350 kW
Full Load Amps	1052
Generator Frame and Wire Qty	433/6216 (12 Wire)
Generator Wire Configuration	Delta
OPU/HSD	Level 3 - Maximum Sound Attenuation
Fuel Tank	With Fuel Tank
Control panel	With MGC Controller
Circuit Breaker Options	Single Circuit Breaker
Breaker Wire Color Scheme	Standard Breaker Wire Color Scheme
Paralleling	No Parallel Operation
Acceptance testing	Factory acceptance
Publications	Standard Publications (English)
Country of Operation	USA / Canada
Emission cert. authority	18 US EPA Agency

1 SYSTEM CONFIGURATION

1.1 System Description

System Description: DG06RJ225A1N

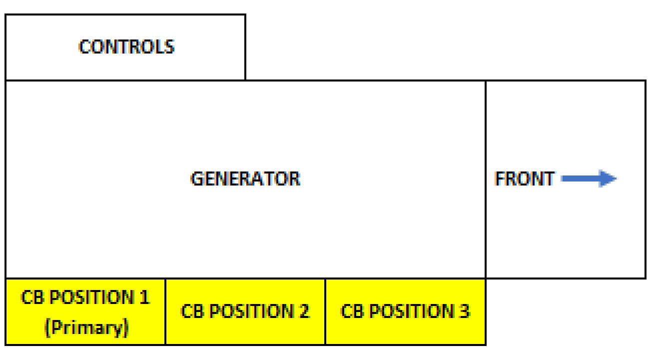
1.2 Cooling Package

50 Deg C Cooling System

- Closed loop, liquid cooled, with radiator factory mounted on engine-generator set mounting frame and integral engine-driven coolant pump

1.3 Circuit Breaker

Circuit Breaker Mounted Right Side



Top View	**Right Side**	CB Position 1/CB Position 2/CB Position 3
	left Side	Controls

* For technical data refer to the circuit breaker enclosure data sheets located on the Business Portal

Service Entrance Rated

Circuit Breaker Position 1:
1200 AMP 3P 100% LSI CB SQ-D P-FRAME PGL36120CU33A

Circuit Breaker #1 Accessories:
Auxillary Contact (OF1)
LSI Breaker Trip:

- LSI breakers provide protection from long time overload, short time overload and instantaneous short circuit events. Specific overload current values and time delays vary with breaker type and trip unit.

Standard Breaker Wire Scheme:

- Phase 1 (A) is Black label “L1”
- Phase 2 (B) is Orange label “L2”
- Phase 3 (C) is Blue label “L3”
- Neutral is White label “NEU”

1.4 Starting Aids

Starting Battery (Group 31), Cables & Battery Rack

- Battery Rack mounted and installed
- Battery Group 31 Starting Battery filled with acid
- Qty 2

Battery Charger: MicroGenius 2 10A

- 300W
- 10 Amp
- 24V
- NFPA 110
- M3-22-1210-E

Battery Charger Mounted & DC Wired
Note - This option will be factory-wired to the distribution panel (if selected)

Coolant Preheater

- -20 Deg F Coolant Preheater (240V 1PH - 4000W)
- Model: CL140210-200
- Qty 1

All coolant preheaters have the AC connection wired to the distribution panel (if distribution panel is selected on order) EXCEPT for 480V or 3 Phase water heaters.

1.5 Genset Enclosure

Level 3 Genset Enclosure

- Weatherproof enclosure constructed of heavy gauge steel or aluminum with fixed storm proof panels. Enclosure consists of a bolted and welded construction. Hinged, lockable double-door access on both sides of the enclosure. Includes UL 94 HF-1 compliant, 1.5" thick sound attenuated foam insulation installed where applicable.

Steel Enclosure Type
130mph Wind Rated Steel
Exhaust Scoop - Steel
Sound Attenuation Kit
Roof Foam Kit

Intake Louver (Steel)
Distribution Panel

- 125A 120/240VAC 1PH UL- Listed
- 3R Enclosure

Unit Includes One (1) Convenience Receptacle
Convenience Receptacle is mounted on the same side of the outlet box as the Control Panel/No Control Panel options.
Note - This option will be factory-wired to the distribution panel (if selected)

1.6 Vibration Isolation
SUA63015 Pad Isolators
• ¼ inch thick elastomeric pad in rectangular shape placed under the base frame at each of the pre-drilled isolator mounting holes

2 ENGINE CONFIGURATION
2.1 Engine System
Engine Model: JD 6135HFG84

Oil Drain

Note Emission Compliance:
The engines and/or systems, may only be certified to comply with the required country or region specific emission regulations. Where applicable, the engines and/or systems are only certified to those specific emission regulations/standards which are clearly stated in the respective RRPS/MTU defined technical specifications. It is the customer's sole responsibility to ensure that the export/import, installation and use of the engine and/or system complies with the applicable emissions regulations in the country or region where the engine and/or system will be used.

2.2 Exhaust System
Unit-Mounted Silencer 6"

- Silencer Model Number: JIIJ0Z-06SB-1-18060014 (Qty 1)
- Silencer Model Number: TCGEPZ-06SB06PF-1-18060030 (Qty 1)

2.3 FUEL SYSTEM
Non-Extended Fuel Tank matches the genset base footprint
Tank Includes Spill Fill Containment (5 Gallon capacity)
24 HR 700 Gallon Non-Extended Sub Base Fuel Tank

Fuel Water Separator Standard (Single)
Fuel Water Separator

- Water Detection Sensor

2.4 Air Intake System
Air Filter (Standard)
MTU Air Filter

- SUA86885
- Qty 1

MTU Air Filter

- XG3012100019
- Qty 1

3 GENERATOR CONFIGURATION

3.1 Generator Specification

PMG with DVR 2400

- True RMS Sensing - One or Three Phase Connect. Senses 100 to 600 volts ±10% at 50/60 Hertz. Patented circuitry senses true RMS voltage rather than average for superior load regulation.

Generator Model Number: 433PSL7516 (Base Model: 433PSL6216)
Measuring CT

4 CONTROL PANEL CONFIGURATION

4.1 Control panel

MGC- 2000 Series

- MTU Onsite Energy's Digital Genset Controller MGC-2000 series is a highly advanced integrated generator set control system. The MGC-2000 series is perfectly focused, combining rugged construction and microprocessor technology to offer a product that will hold up to almost any environment and flexible enough to meet your application's needs. This device provides generator set control, transfer switch control, metering, protection, and programmable logic in a simple, easy-to-use, reliable, rugged, and cost effective package.

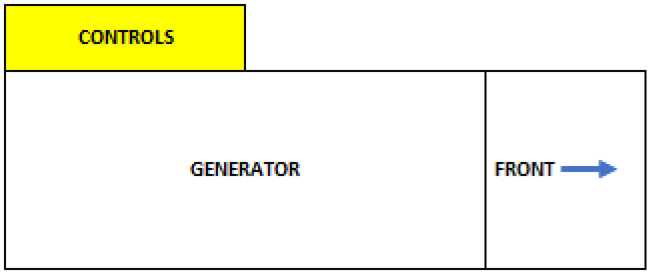
Modbus RTU

- ModBus RTU connects the MGC to Programmable Logic Controllers by means of communication transmission over serial lines (RS485).

Modem RS-232

- The MGC controller includes an external modem interface permitting an external modem to be connected to the controller via RS-232. A dial-out modem enables remote control, monitoring, and setting of the controller. When an alarm or pre-alarm condition occurs, the controller can dial up to four telephone numbers in sequence until an answer is received and the condition is annunciated.
    - Note: Only an external modem interface is provided. The external modem must be supplied by a third party

Control Panel Mounting
Control Panel Mounted LH Side



Top View **Right Side**

left Side Controls

* For technical data refer to the circuit breaker enclosure data sheets located on the Business Portal

<u>(4) Relay Option</u>
The 4-relay board includes (4) 10 amp form C relays customizable for user defined functionality requirements. Standard outputs are as follows:
1. Engine Run
2. Engine Run
3. Engine Fail
4. Minor Alarm

RDP-110 Annunciator Panel

- The RDP-110 is a remote annunciation device used in conjunction with the MGC family of digital generator set controllers to provide remote annunciation of the emergency standby generator system. This panel allows for two programmable alarms, two programmable pre-alarms, and is compatible with NFPA 110. The MGC detects an alarm or pre-alarm condition and communicates via RS-485 to the RDP-110.
- Unit can be flush or surface mounted.

1 Remote Annunciator

No Parallel Operation

5 SERVICES AND AFTER SALES SUPPLY

5.1 Warranty

General Terms and Conditions of Sale, Warranty and After Sales Supply
Our offer is based on the attached General Terms and Conditions of Sale for MTU Products (Rev. V-601-1803 MUS & MOE) and the Warranty will be the attached Standard Two (2) Year / 3,000 Hour Basic Standby (3D), Prime (3B), and Data Center Continuous Power (DCCP) (3F) Limited Warranty (SYS-M-GEN-S-026).

6 MISCELLANEOUS

6.1 Painting

Paint Color: RAL 7001 Grey

6.2 Documentation

<u>English</u>

1 Flash Drive

6.3 Additional Options

Mechanical Drawing: Genset Dimensional HSD
- XZG3000100136

Mechanical Drawing: Genset Dimensional HSD
- XZG3000100137

Mechanical Drawing: Fuel Tank
- XZG3000100138

Electrical Drawing: Engine
- XZG30K0000045

Electrical Drawing: Generator
- XZG30K0000048

Electrical Drawing: Breaker Options
- XZG30K0000032

Electrical Drawing: Customer Connections
- XZG30K0000033

Electrical Drawing: MGC 2020
- XZG3064400019

Electrical Drawing: Distribution Panel
- XZG30K0000034

Electrical Drawing: Options Sheet
- XZG30K0000037

Quantity (1) Service Filter Kit:
JD 6135 Service Filter Kit - Standard Air/Oil/Fuel/Single Fuel-Water Separator
- XG3012100019 MTU Standard Air Filter (Qty 1)
- XG3018300005 MTU Oil Filter (Qty 1)
- SUA94008 MTU Fuel Filter - Primary (Qty 1)
- SUA940091 MTU Fuel Filter - Secondary (Qty 1)
- SUA120166 MTU Fuel Filter - Fuel-Water Separator Filter (Qty 1)

7 FUNCTIONAL TESTING

7.1 Acceptance Testing

Standard Commercial Test

8 SHIPPING CONDITIONS

8.1 Freight

Ship unit with fluids installed

ATS:

Notes

Pricing includes generators, delivery, off-loading *(*see Note 4 exception for indoor installations*), initial fuel fill (if applicable,) and two day start-up w/ NFPA 110 two hour (unless otherwise specified) load bank test.
Prices valid for 30 days from above date
FOB: Jobsite

1) *Smith Power Products will provide a free inspection of the generator set assembly and associated equipment provided by Smith Power Products at the six month interval from the official warranty start-up date. This inspection is limited to visual inspection of the system. With permission from owner, the unit may be ran to ensure correct operation. If any deficiencies arise during the inspection, the owner will be made aware and any required corrective action will be discussed before proceeding.*

Inspection will be performed during regular business hours. Inspections are limited to 100 mile round trip from Denver unless coordinated scheduling allows for further distances.

2) *General wiring requirements include, but may not be limited to the following:*
   - *Six (6) #16's between generator controller connection box and each automatic transfer switch.*
   - *Two (2) #16's for 12/24VDC power and one pair of #18's (twisted, stranded, shielded pair) for communication between generator controller connection box and the generator remote annunciator panel.*
   - *Two (2) #16's for communication between generator low voltage connection box and to each generator remote emergency stop (EPO) location.*
   - *If a remote fuel fill station is included in project scope, twelve (12) #16's for communication between generator low voltage connection box and the generator remote fuel fill location.*
   - *If a NEC 700.3 (f) compliant MTS generator docking station is included in project scope, six (6) #16's for communication between generator controller, (1) 120VAC 20A circuit for temporary generator battery charger, (1) 120-240VAC 20-40A circuit for temporary generator block heater (size determined by requirements)*
   - *If there are to be requirements for contact annunciation at the fire alarm panel or elevator controller, those requirements should be confirmed "by others" and notify Smith Power of those requirements.*
   - *Most applications without a unit mounted load center require three (3) 120VAC 15-20A circuits for block heater, battery charger, battery heater, and a unit mounted 120VAC receptacle.*
   - *Use only twisted, stranded cable.* ***No solid core.***
   - *Specific requirements should be clarified through the submittal process.*

3) *Pricing does not include any applicable taxes & is subject to change without further notice. Pricing is valid for 90 days.*

4) *Cancellation after approval to order is 20% of project total.*

5) *Based on unknown site conditions. Scope of supply above includes fuel for testing procedures and crane services to set the generator on to the concrete pad. Should site access be limited, or obstacles prove difficult, additional costs may be required. Crane reach limited to a single pick and within 50' of the crane. Rigging/millwright services excluded for open generator installations inside of a building structure.*

6) *Please note the circuit breakers listed above are Square D type breaker installed at the factory standard. At this time, Smith Power Products, Inc. has been given no information concerning specific circuit breakers necessary for selective coordination. If applicable, additional pricing will be made available for specific breakers, either factory offered or non-factory standard, upon direction of Selective Coordination Study completed before or after bid date. Note, Selective Coordination Study not included in this proposal. Rolls-Royce standard-type breaker information available upon request for inclusion with proposal.*

7) *While Smith Power Products. Inc. is not NETA Certified, we test in accordance to NETA Standards.*

8) *Scope of supply above does not include anchor bolts (if required). The size, quantity, and type of anchors shall be determined by others.*

9) *Colorado has adopted NEC 2020 but not all jurisdictions have implemented. This includes NEC 2020 240.87 for Energy Reduction Maintenance Setting (ERMS) Switch requirements. This NEC requirement is for ERMS on circuit breakers 1200A+. As these changes slowly get implemented across various jurisdictions, Smith Power Products, Inc. takes exception to these requirements unless clearly marked on project one line diagrams as being required. The cost adder to provide is $5,200.00.*

10) *2020 NEC 700.10 requires monitoring of the gen set start circuit (not continuous monitoring as previously listed in the 2017 NEC). The code has evolved from "continuous monitoring" to "monitoring" since it was written. Our response to this Code requirement is a logical and practical combination of parts and procedures without introducing unnecessary single points of failure and complex maintenance procedures. The electrical contractor will run one additional gen set start wire per ATS (per Figure 12 or 13 – Start Circuit Monitoring.pdf)). This simple and straight forward monitoring method carefully coupled with a monthly gen set testing program elegantly addresses the 2020 NEC 700.10 requirements.*

11) *Unless noted in the equipment description area above, this proposal does not include equipment to comply with the recently adopted changes adopted in 2017 to the National Electric Code, NEC 700.3 (F). For more information and pricing for a specific project, please consult with Smith Power Products, Inc.*

<u>NEW RULE: NEC 700.3 (F)</u> - Temporary Source of Power for Maintenance or Repair of the Alternate Source of Power. If the emergency system relies on a single alternate source of power, which will be disabled for maintenance or repair, the emergency system shall include permanent switching means to connect a portable or temporary alternate source of power, which shall be available for the duration of the maintenance or repair. The permanent switching means to connect a portable or temporary alternate source of power shall comply with the following:

- a) *Connection to the portable or temporary alternate source of power shall not require modification of the permanent system wiring.*
- b) *Transfer of power between the normal power source and the emergency power source shall be in accordance with 700.12*
- c) *The connection point for the portable or temporary alternate source shall be marked with the phase rotation and system bonding requirements.*
- d) *Mechanical or electrical interlocking shall prevent inadvertent interconnection of power sources.*
- e) *The switching means shall include a contact point that shall annunciate at a location remote from the generator or at another facility monitoring system to indicate that the permanent emergency source is disconnected from the emergency system.*
- f) *It shall be permissible to utilize manual switching to switch from the permanent source of power to the portable or temporary alternate source of power and to utilize the switching means for connection of a load bank.*

12) *ATS Remote Annunciator: As standard practice, a separate remote annunciator for the automatic transfer switch(es) is not included. Per the IBC, Section 911, Fire Command Centers are required in high-rise buildings, usually over 75' in height. The Fire Command Center requires emergency and standby power status indicators to be located in the fire command center room. NFPA 110 requires annunciation for Level 1 emergency power systems with the annunciation being local (located on the equipment) and facility remote annunciation (located on-site but not in the room where the equipment is) or network remote annunciation (off-site.) The generator remote annunciator satisfies this requirement with the EPS Supplying Load indication. ATS Remote annunciator pricing is available on a per-project basis as an adder unless otherwise indicated.*

13) *Generator clearances from building structures, building openings, & property lines must be verified for legality. It is the intent of Smith Power Products to provide accurate and comprehensive information. While the specific details below are characteristic of Denver Fire Department requirements, many AHJ's have adopted similar requirements. The requirements of local AHJ's must always be evaluated and may align with those below from <u>DFD's Generator Install Guideline</u>.*

- a) *NFPA 37 dictates that a generator set may not be installed less than 5 feet from a combustible building structure. A diesel generator may be installed no less than 3 feet from a non-combustible building structure providing the structure has either a, 1) minimum one-hour fire rating or, 2) non-combustible generator enclosure is provided.*
- b) *Standard interpretation of NFPA 37 (22.4.1.1(a)) rules for diesel fuel tanks include a 5 feet set back from a property line for tanks 0-275 gallons, 10 feet for 276-750 gallons, and 15 feet for 751-*

12,000 gallons. This may be reduced to no less than 5 feet with approval from the AHJ with additional protective measures.

c) *The diesel fuel tank normal vent line must be extended 12 feet above grade and not be terminated within 5 feet of any building opening or property line that can be built upon.*
   i) *Should all or part of the generator enc/tank be installed under the footprint of an existing building structure, including indoor installations or outdoor installations where a weather protective enclosure is included, all three fuel tank vents must be extended to 12 feet above grade or higher and not be terminated within 5 feet of any building opening or property line that can be built upon.*
   ii) *Smith Power Products, Inc. excludes providing or installing fuel tank vent extensions indicated by letter "i" above.*

d) *For installations where the generator assembly will be installed in close proximity to a building structure, or under the footprint of an existing building structure, including indoor installations or outdoor installations where a weather protective enclosure is included, the generator exhaust must be extended to at least 10 feet above grade or higher,10 feet from any operable building opening (window/door/intake louver,) zero (0) feet from an inoperable opening/exhaust louver and not be terminated within 5 feet or property line that can be built upon. Should the AHJ require the exhaust to be extended, Smith Power Products, Inc. may be able to provide the extension within our scope at an additional cost. However, any extension that requires anchoring or support to a surrounding structure is excluded by Smith Power Products, Inc.. A qualified installer must be contracted to design and install.*

e) *The generator may not be installed closer than 10 feet from a utility transformer unless a 2 hour fire rated barrier installed between the generator and transformer. Xcel Installation Standards*

14) *Unless otherwise described, scope of supply above does not include any required stairs/platforms required to gain access/entry into the enclosure, nor to maintain any NEC clearances as it relates to CB handle height.*

Indoor

15) *Smith Power Products has included a remote fuel fill station & 95% overfill prevention valve in the base price of our proposal for this application. The remote fuel fill station will be located on the exterior of the building which will include spill containment and alarm panel for remote fuel level indication. Smith Power Products, Inc. believes that this will be a requirement for this project and should be included as part of the generator scope for uniformity of the system.*

   a) *The deduct to remove from Smith Power Products, Inc scope is **($3,250.00)**.*
   b) *Please note that the required fuel piping between the generator and remote fill station must be provided by the installing Mechanical Contractor.*
   c) *There is no supplemental fuel pump (if necessary) included with the remote fill station. If it is necessary, it is assumed the installing Mechanical/Piping Contractor will provide this.*
   d) *The remote fuel fill station must be located 5 feet above grade and cannot be located within 5 feet of any operable building opening (door/window/intake louvers.)*

16) *Scope of supply above includes a UL-142 local freestanding day tank to be located inside the generator room. In indoor rooms that store diesel fuel, the gallon limitation is 660 gallons and the room must carry a minimum two-hour fire rating. Additional fuel capacity may be allowed with a higher fire rating and AHJ approval.*

   a) *Please note that the AHJ may require additional protective measures such as a UL-2085 fuel tank. (Please note that a UL-2085 fuel tank will be significantly more expensive then what is included w/ this scope of supply.)*
   b) *All required fuel piping from a remote main/bulk fuel tank or remote fuel fill station to the generator day tank will need to be provided by the installing mechanical contractor.*
   c) *All required vent piping, terminations, and miscellaneous appurtenances for connection to the generator day tank will need to be provided by the installing Mechanical contractor.*

d) In a design where a main/bulk fuel tank is provided, it is assumed the provider of the main/bulk storage tank will also include a mounted fuel supply pump. The main/bulk mounted supply pump will need push fuel to the Smith Power Products, Inc. provided local day tank. In this design, a return fuel pump mounted at the local freestanding day tank may be required to push fuel back to the main/bulk storage tank.

17) Scope of supply above includes a UL-142 <u>sub-base fuel storage tank</u> which will be installed under the generator assembly. In indoor rooms that store diesel fuel, the gallon limitation is 660 gallons and the room must carry a minimum two-hour fire rating. Additional fuel capacity may be allowed with a higher fire rating and AHJ approval.

a) Please note that the AHJ may require additional protective measures such as a UL-2085 fuel tank. (Please note that a UL-2085 fuel tank will be significantly more expensive then what is included w/ this scope of supply.)
b) All required fuel piping from a remote main/bulk fuel tank or remote fuel fill station to the generator sub-base fuel storage tank will need to be provided by the installing mechanical contractor.
c) All required vent piping, terminations, and miscellaneous appurtenances for connection to the generator sub-base fuel storage tank will need to be provided by the installing Mechanical contractor.
d) In a design where a main/bulk fuel tank is provided, it is assumed the provider of the main/bulk storage tank will also include a mounted fuel supply pump. The main/bulk mounted supply pump will need push fuel to the Smith Power Products, Inc. provided sub-base fuel storage tank. In this design, a return fuel pump mounted at the sub-base fuel storage tank may be required to push fuel back to the main/bulk storage tank.

18) Scope of supply above includes a UL-142 <u>main/bulk fuel storage tank</u> which will be installed in an adjacent room to the generator or external to the building. The tank is of UL-142 construction & will include a supply pump.

a) Please note that the AHJ may require additional protective measures such as a UL-2085 fuel tank. (Please note that a UL-2085 fuel tank will be significantly more expensive then what is included w/ this scope of supply.)
b) All required fuel piping from a remote main/bulk fuel tank or remote fuel fill station to the generator sub-base fuel storage tank or local freestanding day tank will need to be provided by the installing mechanical contractor.
c) All required vent piping, terminations, and miscellaneous appurtenances for connection to the generator main/bulk fuel storage tank will need to be provided by the installing Mechanical contractor.
d) In a design where a main/bulk fuel tank is provided, it is assumed the provider of the main/bulk storage tank will also include a mounted fuel supply pump. The main/bulk mounted supply pump will need push fuel to the Smith Power Products, Inc. provided sub-base fuel storage tank. In this design, a return fuel pump mounted at the sub-base fuel storage tank or local freestanding day tank may be required to push fuel back to the main/bulk storage tank.

19) Scope of supply above includes a critical grade generator exhaust silencer & flex connection that will be supplied loose for the Mechanical contractor's installation inside the generator room.

a) Scope of supply includes gaskets & bolt kits for the supplied flex connections; all others gaskets and fasteners will need to be provided by the Mechanical contractor.
b) Scope of supply above does not include any required wall/ roof thimbles for penetration to the exterior of the structure. This is to be supplied by the installing Mechanical Contractor.
c) Scope of supply does not include any required exhaust piping; exhaust insulation, or any additional exhaust accessories. This is to be supplied by the installing Mechanical Contractor.
d) Scope of supply does not include exhaust system installation. This is to be supplied by the installing Mechanical Contractor.

Terms and Conditions

Net 30 days, subject to review and approval by our Credit Dept. Payment obligations are not dependent or contingent upon the manner in which purchaser may receive payment from others. No retainage against this order will be permitted unless agreed to ahead of time. Warranty is invalid without factory start up.

Start-Up will be done during normal business hours. Additional charges will be applied to start ups requested on weekends or off normal business hours.

Sincerely,

Darrell Caldwell
Rolls-Royce Power Systems Engineering Sales
Smith Power Products, Inc.
303-927-8469
dcaldwell@smithppi.com

Ryan Davis
Rolls-Royce Power Systems Engineering Sales
Smith Power Products, Inc.
(720) 340-9067
rdavis@smithppi.com

Nick Paolo
Rolls-Royce Power Systems – Business Development Engineer
Smith Power Products, Inc.
(303) 810-1085
npaolo@smithppi.com

Customer Approval:

____

Acceptance of Quote

Prior to ordering equipment or services, please sign and return this proposal along with your company's purchase order as a confirmation of the above terms and conditions.

<u>EXHIBIT B</u>
LIMITED WARRANTY

[Generator – Limited Warranty, four (4) pages]
[attached]

MTU AMERICA INC.

Two (2) Year / 3,000 Hour Basic Limited Warranty
Standby (3D) / Prime (3B) / Data Center Continuous Power (3F)

MTU America Inc. issues the following express Limited Warranty subject to the following terms, conditions, and limitations:

An original consumer ("Owner") who purchases an MTU engine generator set ("Product") is entitled to coverage under this Limited Warranty. MTU America Inc. warrants to the Owner that the Product is free of defects in material and workmanship and will perform under normal use and service from valid start-up performed by MTU America Inc. Any nonconformity to the foregoing is defined as a Warrantable Defect. This Limited Warranty applies to Product shipped by MTU America Inc. after January 1, 2014.

1. Limited Warranty Periods

Limited Warranty Period. The Limited Warranty Period for a Warrantable Defect in the Product is twenty-four (24) months after the first commissioning of the Product. In all cases, the Limited Warranty period will expire not later than thirty-six (36) months from the date of shipment from the MTU America Inc. Mankato, MN facility or after 3,000 operation hours, whichever occurs first.

Accessories Coverage Period. The Accessories Coverage Period for a Warrantable Defect in cords, receptacles, cord reels, gas flex pipes, housing lights, space heaters, and associated equipment ("Accessories") is twelve (12) months from the date of shipment from MTU America Inc. Mankato, MN facility.

MTU America Inc. warranty obligations under this Limited Warranty are contingent upon distributor completing the following:

(a) The MTU America Inc. warranty and the *Start-Up Validation and Pre-Inspection Form*. Return both to MTU America Inc. within sixty (60) days of the start-up date; and
(b) The engine registration form (when applicable). Return to the manufacturer as stated in the engine registration form instructions.

2. MTU America Inc. Responsibilities

If a Warrantable Defect is found during the Limited Warranty Period and/or the Accessories Coverage Period, and provided the Owner has complied with its obligations under Section 3, MTU America Inc. will, during normal working hours, through an MTU authorized distributor, dealer, or service outlet, perform some or all of the following:

(a) Repair or replace, at the sole election of MTU America Inc., the defective part with a new or remanufactured replacement part;
(b) Provide reasonable or customary labor needed to correct the Warrantable Defect;
(c) Provide technician travel time of 400 miles to and from the closest MTU authorized distributor, dealer, or service outlet to the Product location;
(d) Part removal and re-installation, if necessary and as solely determined by MTU America Inc.

The obligation to repair or replace defective parts by MTU America Inc. does not include responsibility for reimbursement of incidental or consequential costs. If MTU America Inc. repairs or replaces an Accessory, part, or Product under this Limited Warranty, the repaired or replaced Accessory, part, or Product assumes the unexpired portion of the warranty period remaining from the original Accessory, part, or Product. Repair or replacement of an Accessory, part, or Product will not extend the term of the original Limited Warranty Period or Accessories Coverage Period. Parts or Product replaced shall become the property of MTU America Inc.

Failure of MTU America Inc. to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty.

3. Owner Responsibilities

During the Limited Warranty Period and Accessories Coverage Period, the Owner is responsible for, and MTU America Inc. will not reimburse for the following:

(a) Battery;
(b) Premium or overtime labor costs;
(c) Labor and material costs for Product removal and reinstallation;
(d) Any special access fees required to gain access to MTU equipment, without limitation, training or safety policy requirement to gain access;
(e) Transportation costs or travel expenses related to delivery of the Product to the designated distributor, dealer, or service outlet;
(f) Incidental and consequential costs, damages, or administrative expenses of whatever nature;
(g) Non-Product repairs, vehicle damage, “downtime” expenses, cargo damage, fines, lost income, any business costs of any kind, Owner’s travel expenses, and other losses resulting from a Warrantable Defect;
(h) Shipping charges for replacement parts/Products in excess of those which are usual and customary; or
(i) Local taxes, if applicable.

In addition, Owner must:

(a) Operate, use, and maintain the Product in accordance with the applicable Owner’s manual and/or any other manuals specified by MTU America Inc., including without limitation handling, inspection, servicing, or operating instructions;
(b) Promptly notify MTU America Inc. or its authorized representative of a Warrantable Defect and make the Product available for repair;
(c) Comply with MTU America Inc. or its authorized representative’s reasonable directions regarding the timing, sequence, and location of warranty repairs and make the Product available for inspection;
(d) Perform all required maintenance and maintain and provide proof that all required maintenance has been performed;
(e) Use MTU specified parts, components, and consumables;
(f) Promptly return to MTU America Inc. all parts replaced under this Limited Warranty;
(g) Comply with MTU America Inc. long term storage guidelines, if applicable, and maintain and provide proof of compliance;
(h) Routinely exercise the Product in accordance with operating instructions;
(i) Install the Product in accordance with the installation guide provided; and
(j) Reimburse MTU America Inc. for all costs incurred in providing warranty service where, following examination, the request or claim for warranty coverage proves to be unfounded or excluded, as well as all incidental costs including those incurred investigating the claim.

4. Limitations

MTU America Inc. is not responsible, and this Limited Warranty is not available under any circumstances, for any of the following:

(a) Failure of Owner to fulfill its obligations under Section 3;
(b) Failure of Owner to follow MTU America Inc. instructions for Product stored by Owner longer than 180 days from date of shipment from the MTU America Inc. Mankato, MN facility;
(c) Defects caused by adjustments made by Owner to the fuel system or governor system;

(d) Defects which were obvious or capable of being identified by reasonable inspection and were not reported to MTU America Inc. within a reasonable time;
(e) Rental equipment used during warranty work;
(f) Defects caused or potentially caused by service work performed by non-MTU authorized service providers and/or the use of non-genuine MTU parts;
(g) Defects resulting from natural wear and tear, external action, negligence, natural disasters, accidents, incorrect use, improper handling or storage, inadequate corrosion-proofing, incorrect assembly or installation, or modification of the Product;
(h) Defects resulting from abuse or neglect, including unauthorized modifications to the Product;
(i) Repair or any use or installation which MTU America Inc., in its sole discretion, determines to be improper;
(j) Defects caused by incorrect maintenance;
(k) Defects resulting from Owner's delay in making the Product available after being notified of a potential problem or Owner's failure to take immediate measures to avoid or mitigate damage;
(l) Damage caused by shipping;
(m) Repair of parts sold by MTU America Inc. that are warranted directly to the Owner by the respective part's manufacturer;
(n) Misapplication of the Product;
(o) Diesel engine "wet stacking" due to lightly loaded diesel engines;
(p) Acts of nature or acts of God;
(q) Any failure, other than those resulting from a defect in material or factory workmanship of the Product;
(r) Use of the Product for purposes other than those for which it was intended, including without limitation use of the Product under extraordinary operating conditions not made known to MTU America Inc. in writing at the time of the order; or
(s) Material provided by or a design specified by the Owner.

5. **Software Warranty.** Where software is included in the Product, MTU America Inc. warrants to the Owner that 1) the software will be substantially free from material program errors and material defects in material and workmanship, and that 2) it shall function substantially in accordance with MTU America Inc. specification at the time of dispatch from the MTU America Inc. manufacturing facility. MTU America Inc. does not warrant that the software is error-free or free from "bugs" as commonly categorized by the computer industry. MTU America Inc. shall, during the Limited Warranty Period, endeavor to remedy at its cost, in its sole discretion, by repair or replacement of any material program errors or material defects of which Owner has promptly notified MTU America Inc. MTU America Inc., at its option, may elect to provide the most current software at no cost, and in such case MTU America Inc. will not cover the cost to install the applicable updated software. MTU America Inc. shall have no obligation with respect to any nonconformities resulting from unauthorized modifications to the software or any Owner interfacing.

6. **Emissions Warranty.** The Product may be covered under an emissions warranty specified by the U.S. Environmental Protection Agency and/or the California Air Resources Board. The terms of the warranty, if applicable, may be accessed by following the link: https://www.mtu-solutions.com/eu/en/technical-information/emissions-warranty.html. Any such Emissions Warranty is incorporated herein by reference in its entirety to the extent and with the same force as if fully set forth herein. The Product, if certified, may only be certified to comply with the required country or region-specific emission regulations. Where applicable, the Product is only certified to those specific emission regulations/standards which are clearly stated in the respective MTU America Inc. defined technical specifications. IT IS THE OWNER'S SOLE RESPONSIBILITY TO ENSURE THAT THE EXPORT/IMPORT, INSTALLATION, AND USE OF THE PRODUCT(S) COMPLIES WITH THE APPLICABLE EMISSION REGULATIONS IN THE COUNTRY OR REGION WHERE THE PRODUCT(S) WILL BE USED.

7. Disclaimers

LIMITATION OF WARRANTIES: THIS LIMITED WARRANTY IS GIVEN EXPRESSLY AND IN PLACE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, FREEDOM FROM INFRINGEMENT OR THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, REPRESENTATIONS, OR WARRANTIES NOT SPECIFIED HEREIN.

THIS LIMITED WARRANTY, THE OBLIGATIONS OF MTU AND THE RIGHTS AND REMEDIES OF THE OWNER SET FORTH IN THIS LIMITED WARRANTY ARE EXCLUSIVE AND ARE EXPRESSLY IN LIEU OF, AND THE OWNER HEREBY WAIVES AND RELEASES ALL OTHER OBLIGATIONS, WARRANTIES (INCLUDING WARRANTY AGAINST REDHIBITORY DEFECTS), REPRESENTATIONS OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY CLAIMS ARISING OUT OF, CONNECTED WITH OR RESULTING FROM THE PERFORMANCE OF THIS LIMITED WARRANTY OR FROM THE DESIGN, MANUFACTURE, SALE, REPAIR, LEASE OR USE OF THE PRODUCT, ANY COMPONENT THEREOF AND SERVICES DELIVERED OR RENDERED HEREUNDER OR OTHERWISE.

IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT OR WARRANTY, ALLEGED NEGLIGENCE, OR OTHERWISE, SHALL MTU BE SUBJECT TO LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DAMAGE TO THE PRODUCT, OR OTHER PROPERTY, COMMERCIAL LOSSES, LOST PROFITS, LOSS OF USE, INCONVENIENCE, LOSS OF TIME, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, DOWNTIME, OR CLAIMS OF CUSTOMERS.

MTU AMERICA INC. SHALL NOT BE LIABLE FOR ANY CLAIM GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT.

8. The Owner is entitled to rectify the defect or to have it rectified by third parties only in urgent cases where operational safety is at risk or in order to prevent disproportionately extensive damage; provided that Owner has informed MTU America Inc. and obtained prior written consent from MTU America Inc. In such cases, MTU America Inc. shall, in its sole discretion, reimburse the costs incurred by the Owner up to an amount equivalent to the costs MTU America Inc. would have incurred had it remedied the defect itself.

9. This Limited Warranty gives the Owner specific legal rights, and the Owner may also have other rights, which vary from state to state. Some states do not allow warranty duration limitations and/or certain exclusions or limitation of incidental or consequential damages. Therefore, the previously expressed exclusion(s) may not apply to Owner. If any one or more of the provisions contained in this Limited Warranty shall be invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions contained therein shall not in any way be affected or impaired thereby.

10. This Limited Warranty is governed by the laws of the State of Minnesota without regard to its conflicts of law principles and excluding the United Nations Convention for the International Sale of Goods.

11. In order to obtain performance of an MTU America Inc. warranty obligation, the Owner should contact the nearest MTU authorized distributor, dealer, or service outlet for instructions. To find the location of the nearest MTU authorized distributor, dealer, or service outlet call +1 248-560-8000 or write to: MTU America Inc. Warranty Department, 39525 MacKenzie Drive, Novi, MI 48377.

Agenda Item Summary

MEETING DATE: September 25, 2023

SUBJECT: **Resolution No. 63-R-2023** – A Resolution of the Town of Mead, Colorado, Approving an Amendment to the Intergovernmental Agreement Between the Town of Mead and the St. Vrain Valley School District RE-1J for a Joint School Resource Officer Program for the 2023-2024 School Year

PRESENTED BY: Brent Newbanks, Chief of Police

SUMMARY

Providing a School Resource Officer ("SRO") for a community's schools is common practice throughout the United States to create a safer school environment for students and staff. SRO Programs assist a community's young people with the prevention of delinquency, alcohol and substance abuse, and gang involvement.

The Town of Mead and the St. Vrain Valley School District RE-1J ("School District") have jointly developed a school resource officer program ("SRO Program") that provides a school-based approach to the development of a positive relationship between students and the police. This SRO Program and similar programs implemented in Colorado and across the country are widely recognized as being effective in the development of a positive relationship between the police, faculty, and young people.

The Town previously approved an intergovernmental agreement with the School District to jointly fund the SRO Program ("Agreement"), and that Agreement allows the parties to renew the Agreement for subsequent one-year terms if both parties appropriate funds for the Agreement in the given year. The Town and the School District renewed the Agreement for the 2022-2023 school year and seek to do the same again this year.

The proposed Resolution: (1) approves an amendment to the Agreement to continue the SRO Program for the 2023-2024 school year (the "Amendment"); and (2) delegates authority to the Town Manager to execute the Amendment on behalf of the Town, when in final form. A copy of the Amendment is attached to the Resolution as **Exhibit 1**.

FINANCIAL CONSIDERATIONS

The School District's financial contribution to the Town (for the 2023-2024 school year) is set forth in Exhibit A of the Agreement, which is updated through this Amendment for the current school year. For the 2023-2024 school year, the School District will pay the Town the following to offset the costs of the SRO Program:

1 SRO at 50% of 9 months 2023 salary =		$32,622.00
	Annual Salary =	$86,992.00
1 SRO at 100% of 12 months' salary and benefits		
	Annual Salary =	$91,499.20
	Benefits =	$31,543.79

Total Payment by School District to Town for 2023-24 school year = $155,664.99

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends approving the Resolution (approving the Amendment to extend the SRO Program for the 2023-24 school year), in the form attached to Resolution No. 63-R-2023 as **Exhibit 1**.

A motion to approve the consent agenda will approve the Resolution (which approves the Amendment). If this item is removed from the consent agenda for discussion, Town staff recommends the following motion:

Suggested Motion –
"I move to approve Resolution 63-R-2023, A Resolution of the Town of Mead, Colorado, Approving an Amendment to the Intergovernmental Agreement By and Between the Town of Mead and St. Vrain Valley School District RE-1J for a Joint School Resource Officer Program for the 2023-2024 School Year."

ATTACHMENTS

Resolution No. 63-R-2023
Amendment to Intergovernmental Agreement by and Between the Town of Mead and St. Vrain Valley School District RE-1J for a Joint School Resource Officer Program (Exhibit 1 to Resolution)

TOWN OF MEAD, COLORADO
RESOLUTION NO. 63-R-2023

A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MEAD AND THE ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J FOR A JOINT SCHOOL RESOURCE OFFICER PROGRAM FOR THE 2023-2024 SCHOOL YEAR

WHEREAS, the Town of Mead ("Town") and the St. Vrain Valley School District RE-1J ("School District") have jointly developed a school resource officer program to provide a school-based approach to the development of a positive relationship between students and the police and the prevention of delinquency, alcohol and substance abuse, and gang involvement among students; and

WHEREAS, the Town previously approved an Intergovernmental Agreement Between the Town and the School District to continue the Joint School Resource Officer Program for the 2021-2022 school year ("Agreement"); and

WHEREAS, the Agreement permits the Parties to renew the Agreement for additional one-year terms so long as each party has allocated sufficient funds for such renewal; and

WHEREAS, the Town and the School District renewed the Agreement for the 2022-2023 school year; and

WHEREAS, the Town and School District desire to renew the Agreement for the 2023-2024 school year through approval of an amendment to the Agreement in substantially the same form as attached to this Resolution ("2023-2024 Amendment"); and

WHEREAS, the Town Board of Trustees finds it is in the best interests of the public health, safety and welfare to approve the 2023-2024 Amendment and desires to delegate authority to the Town Manager to execute such amendment 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 and findings are incorporated herein as findings and conclusions of the Board of Trustees.

Section 2. The Board of Trustees hereby: (a) approves the 2023-2024 Amendment in substantially the same form attached hereto; (b) authorizes the Town Attorney, in cooperation with the Town Manager and the Chief of Police, to make non-material changes to the 2023-2024 Amendment that do not increase the Town's obligations; and (c) authorizes the Town Manager to execute the 2023-2024 Amendment, and any other such documents necessary to facilitate renewal of the Agreement, on behalf of the Town when in final form.

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

Section 4. **Repealer.** All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 5. **Certification.** The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 25TH DAY OF SEPTEMBER, 2023.

ATTEST:

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

TOWN OF MEAD

By: __________________________________
Colleen G. Whitlow, Mayor

2023-24 Amendment to Intergovernmental Agreement
between the
Town of Mead
and
St. Vrain Valley School District RE-1J
for a
Joint School Resource Officer Program

THIS 2023-24 AMENDMENT to the Intergovernmental Agreement Between the Town of Mead and St. Vrain Valley School District RE-1J for a Joint School Resource Officer Program (this "2023-24 Amendment") is made by and between the **Town of Mead** (the "Governmental Unit") and the **St. Vrain Valley School District RE-1J** (the "School District").

RECITALS

WHEREAS, on or about September 30, 2021, the Governmental Unit and the School District entered into an Intergovernmental Agreement Between the Town of Mead and St. Vrain Valley School District RE-1J for a Joint School Resource Officer Program (the "Original Agreement");

WHEREAS, the Original Agreement has a one-year term that expired on June 30, 2022;

WHEREAS, Section III of the Original Agreement says, "This Agreement may be renewed each year for one additional year upon written certification by each party that funds sufficient to pay the respective expenses of the Governmental Unit and the School District for any additional year have been authorized by the Governmental Unit and the School District respectively";

WHEREAS, Section III of the Original Agreement also says, "The respective costs for the Governmental Unit and the School District for each school year will be detailed in a new Exhibit A for each additional school year; and

WHEREAS, the parties renewed the Original Agreement for the 2022-2023 school year; and

WHEREAS, the parties desire to renew the Original Agreement for an additional year.

AGREEMENT

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE covenants and agreements below appearing, the parties agree as follows:

1. Each party hereby certifies to the other that funds sufficient to pay the respective expenses of the Governmental Unit and the School District for any additional year have been authorized by each the Governmental Unit and the School District, respectively.

2. The first sentence of Section III of the Original Agreement is hereby amended as follows:

   > "The term of this Agreement shall be July 1, 2023, through June 30, 2024."

3. Exhibit A of the Original Agreement is hereby replaced in its entirety with **Exhibit A** attached hereto and incorporated herein by this reference.

4. Each Party hereby reaffirms its commitments and obligations under the Original Agreement.

Executed this ________ day of ________________________________, 2023.

GOVERNMENTAL UNIT:

TOWN OF MEAD

By: ______________________________
Printed Name: Helen Migchelbrink
Title: Town Manager

SCHOOL DISTRICT:

ST. VRAIN VALLEY
SCHOOL DISTRICT RE-1J

By: ______________________________
Printed Name: Don Haddad, Ed.D.
Title: Superintendent of Schools

EXHIBIT A

School Resource Officer Compensation

A. School Year

This document is an exhibit to the **INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MEAD AND THE ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J FOR A JOINT SCHOOL RESOURCE OFFICER PROGRAM** and applies to the school year August 2023 through May 2024.

B. School Sites

School District school sites involved in the School Resource Officer Program shall be determined prior to the start of each school calendar (August-May) and should include School Resource Officer ("SRO") staffing expectations. School sites chosen for the 2023-24 school year are:

Mead High School	2 SROs

SRO support upon request at Middle/Elementary schools.

C. Compensation by School Year

1. 2023-24 School Year. For the 2023-24 school year, School District shall pay to the Governmental Unit the below listed costs as its portion of the 2023 salaries of the SROs for the schools identified in paragraph B above:

1 SRO at 50% of 9 months 2023 salary =		$32,622.00
	Annual Salary =	$86,992.00
1 SRO at 100% of 12 months' salary and benefits		
	Annual Salary =	$91,499.20
	Benefits =	$31,543.79
Total Payment for 2023-24 school year =		$155,664.99

2. Extra Duty Pay. Salary costs for the first officer assigned to perform extra duty services for a function will be covered by the appropriate Governmental Unit police or sheriff's office. For school-related functions (i.e., sporting events, prom, graduation, etc.) extra duty must be approved by the principal of the school requesting extra duty assignments. For extra duty assignments that extend the officer's normal duties, there must be prior approval from the School District Superintendent's office. For each additional officer assigned to the School District for extra duty coverage, the School District will remit to the Governmental Unit a sum equal to $__**90**__ per hour of the assignment. Said payment will cover the applicable rate of

compensation to the officer plus the Governmental Unit’s additional costs, including but not limited to overtime compensation, payroll taxes, and other benefits and costs.

Agenda Item Summary

MEETING DATE:	September 25, 2023
SUBJECT:	**Resolution No. 64-R-2023** – A Resolution of the Town of Mead, Colorado, Approving with Conditions the First Amendment to Service Plan for 34 9.5 Metropolitan District, and Authorizing Execution of the First Amendment to the Intergovernmental Agreement between the Town and the District
PRESENTED BY:	Silvia Buchenic, Assistant Town Attorney
THROUGH:	Marcus McAskin, Town Attorney

OVERVIEW

Resolution No. 64-R-2023 (the "Resolution") approves with conditions the First Amendment to Service Plan for 34 9.5 Metropolitan District ("First Amendment"), and authorizes execution of the First Amendment to the Intergovernmental Agreement between the Town and the 34 9.5 Metropolitan District (the "IGA Amendment").

The Town conditionally approved the original Service Plan for 34 9.5 Metropolitan District ("Service Plan") on July 27, 2020 by adoption of Resolution No. 65-R-2020.

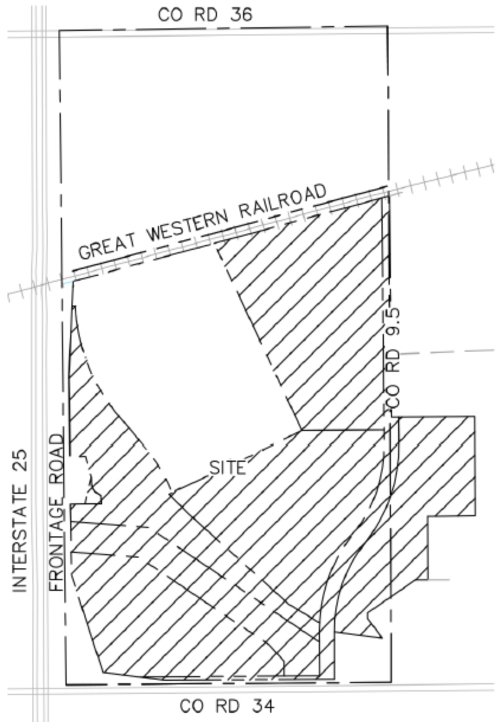
After approval of the original Service Plan, the District was organized to serve the industrial/commercial development of the Raterink property, located generally east of I-25 and north of WCR 34. The District was organized by Order and Decree of the Weld County District Court dated January 6, 2021, a copy of which was recorded on January 19, 2021 at Reception No. 4672769 in the Weld County property records.

A **vicinity map** highlighting the current boundaries of the District is included on page two of this *Agenda Item Summary* below.

The intent and purpose of the District, as set forth in the Service Plan, is to provide for the planning, design, acquisition, construction, installation, and financing of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the commercial and light industrial development within the District.

Currently, all development within the District is anticipated to include industrial/commercial development.

Vicinity Map*



* *diagonal hashing designates property located within current District boundaries*.

ADDITIONAL BACKGROUND

The Board of Directors of the District has applied for approval of the First Amendment in order to increase the District's debt capacity in light of recent inflation, increased estimated construction costs and changing market conditions. The Board of Directors of the District is also proposing to lower the Maximum Debt Mill Levy, Maximum Operating Mill Levy, and Maximum Aggregate Mill Levy in the proposed First Amendment (as those terms are defined in the Service Plan). As set forth in the Letter of Intent dated July 24, 2023 ("Letter of Intent"), the District seeks the reduction in the Maximum Debt Mill Levy, Maximum Operating Mill Levy, and Maximum Aggregate Mill Levy in consideration of the current and anticipated users and taxpayers of the District.

As summarized in the Letter of Intent, the Board of Directors of the District seeks the Town Board's approval of the First Amendment in order to ensure that the District receives the most beneficial and cost-effective bond issuance to finance the costs of the Public Improvements to be financed by the District in a manner that will best serve the economic interests of the current and anticipated end users and taxpayers located within the boundaries of the District.

The IGA Amendment includes changes to the existing Intergovernmental Agreement between the Town and the District that mirror the proposed changes to the Service Plan set forth in the First Amendment.

A copy of the First Amendment is attached the Resolution as ATTACHMENT A. The District's legal counsel (Jennifer Ivey with Icenogle Seaver Pogue) is scheduled to present a summary of the First Amendment at the September 25, 2023 public hearing. A copy of the District's PowerPoint presentation is also attached to this *Agenda Item Summary* (reference Attachment 6. below).

ANALYSIS OF COMPLIANCE WITH MMC

Mead Municipal Code ("MMC") Section 12-3-10(d) provides that service plan amendments shall be processed substantially in accordance with the district formation procedures of MMC Chapter 12, including notice and hearing provisions, and service plan requirements. Town Staff has reviewed the application for the Service Plan Amendment and Letter of Intent dated July 24, 2023, attached to this *Agenda Item Summary* ("Letter of Intent"), and finds that the submittal is in substantial conformance with MMC requirements.

- Notice of the hearing on the First Amendment was published on August 30, 2023, in accordance with MMC Section 12-2-40. The Publisher's Affidavit is attached to this *Agenda Item Summary*. The District has also caused notice of the hearing on the First Amendment to be sent to: (a) the owners of record of all property within the District, (b) the State of Colorado division of local government in the department of local affairs, and (c) the governing body of any municipality or district that has levied an ad valorem tax in the preceding tax year, and which has boundaries within a radius of three (3) miles of the District's boundaries. The Certificate of Mailing is also attached to this *Agenda Item Summary*.

- The District is proposing to increase its debt issuance limitation from $12,530,588 to $32,300,000, while decreasing the authorized mill levies it can impose, as described in additional detail below. The increased debt authorization is based on inflation and increased construction costs (see Letter of Intent and **EXHIBIT A** to the First Amendment - Capital Plan, but deviates from the Town's requirement to limit debt authorization to the estimated cost of improvements and contingency not to exceed 10%. The proposed debt authorization is tied to the updated Financial Plan (**EXHIBIT B** to the First Amendment) and debt capacity rather than the Capital Plan and cost of construction of improvements. The intent behind the limit on debt authorization is to protect property owners within a district from undue financial burden, which the lower mill levy limits also achieve.

	Service Plan	**2023 Amendment**	**Model Service Plan**
Maximum Debt Authorization	$12,530,588	$32,300,000	Must match estimated improvement costs
Estimated Cost of Public Improvements	$12,530,588 (includes 10% contingency)	$22,643,200.92 (includes 15% contingency and 20% adjustment for anticipated market increases)	Contingency limited to 10%
Maximum Debt Mill Levy	45 mills	40 mills **(reduction of 5 mills**)	45 mills
Maximum Operating Mill Levy	10 mills	5 mills **(reduction of 5 mills**)	10 mills
Maximum Aggregate Mill Levy	55 mills	45 mills**(reduction of 10 mills**)	55 mills

- In addition, the District seeks to clarify through the First Amendment that mill levy adjustment is permitted for changes in the ratio of actual valuation, and any constitutional or legislative changes in the actual values against which the assessment rate is applied constitute changes in the method of calculating assessed valuation (and therefore permit mill levy adjustment). This is consistent with the Town staff's interpretation of the mill levy adjustment provisions contained in the model service plan.

The Resolution concludes, as relevant to the Board of Trustees consideration of the First Amendment, that: (a) the First Amendment meets the Town's approval criteria, as set forth in Section 32-1-203(2), C.R.S. and Chapter 12 of the MMC; (b) the First Amendment contains the information required in Section 12-2-20 of the MMC; and (c) the First Amendment is in substantial compliance with Chapter 12 of the MMC, including but not limited to substantial compliance with applicable provisions of the model service plan referenced in Section 12-2-20 of the MMC.

Accordingly, Town Staff is recommending conditional approval of the First Amendment.

FINANCIAL CONSIDERATIONS

N/A

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends approval of the Resolution (conditionally approving the First Amendment).

Suggested Motion:

"I move to approve Resolution No. 64-R-2023, a Resolution of the Town of Mead, Colorado, Approving with Conditions the First Amendment to Service Plan for 34 9.5 Metropolitan District, and Authorizing Execution of the First Amendment to the Intergovernmental Agreement between the Town and the District."

ATTACHMENTS

Resolution No. 64-R-2023
First Amendment to Service Plan for 34 9.5 Metropolitan District (<u>ATTACHMENT A</u> TO RESOLUTION)
    Exhibit A to First Amendment (updated Capital Plan)
    Exhibit B to First Amendment (updated Financial Plan)
    Exhibit C to First Amendment (First Amendment to Intergovernmental Agreement)
Letter of Intent dated July 24, 2023
Certificate of Mailing re Notice of Public Hearing
Publisher's Affidavit re Notice of Public Hearing (published in *Longmont Times-Call* on August 30, 2023)
Applicant's PowerPoint presentation

TOWN OF MEAD, COLORADO
RESOLUTION NO. 64-R-2023

A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING WITH CONDITIONS THE FIRST AMENDMENT TO SERVICE PLAN FOR 34 9.5 METROPOLITAN DISTRICT, AND AUTHORIZING EXECUTION OF THE FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN AND THE DISTRICT

WHEREAS, the Board of Trustees conditionally approved the Service Plan for 34 9.5 Metropolitan District ("District") by and through Resolution No. 65-R-2020 dated July 27, 2020; and

WHEREAS, the District was subsequently organized pursuant to a court order and decree of the Weld County District Court dated January 6, 2021, a copy of which was recorded on January 19, 2021, at Reception No. 4672769 in the Weld County property records; and

WHEREAS, the Town has received a request to review and approve the First Amendment to the Service Plan for the District (the "First Amendment"); and

WHEREAS, specifically, the First Amendment was originally submitted by the Board of Directors of the District to the Town on June 28, 2023, in accordance with the provisions of Section 12-3-10(d) and Article II of Chapter 12 of the Mead Municipal Code ("MMC"), and was revised and resubmitted on August 22, 2023, and September 6, 2023; and

WHEREAS, pursuant to Section 12-3-10(d) of the MMC, service plan amendments are required to be processed substantially in accordance with Article II of Chapter 12 of the MMC; and

WHEREAS, a copy of the First Amendment is attached to this Resolution as ATTACHMENT A; and

WHEREAS, the First Amendment contains the information required by Chapter 12 of the MMC, as applicable; and

WHEREAS, the District submitted a Letter of Intent dated July 24, 2023 ("Letter of Intent"), as required by MMC Section 12-2-10(e); and

WHEREAS, in accordance with MMC Section 12-2-40, the District has caused notice of the date, time, location and purpose of the public hearing regarding the First Amendment to be duly published in the *Longmont Times Call*, a newspaper of general circulation, on August 30, 2023; has caused such notice to be provided to the Division of Local Government in the Department of Local Affairs; has caused notice to be provided to the governing body of each municipality and of each special district which has levied an *ad valorem* tax within the next preceding tax year and which has boundaries within a radius of three (3) miles of the District, and has complied with other applicable notice provisions set forth in the MMC; and

WHEREAS, the District has filed a publisher's affidavit and certificate of mailing regarding the aforementioned public notices to be filed with the Town Clerk; and

WHEREAS, the Board of Trustees has reviewed the First Amendment and Letter of Intent and has considered other evidence in support of the approval or conditional approval of the First Amendment; and

WHEREAS, the Board of Trustees desires to approve the First Amendment subject to the conditions set forth in this Resolution.

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

Section 1. The Board of Trustees has authority to approve the First Amendment without condition or modification, deny the First Amendment, or conditionally approve the First Amendment subject to the submission of additional information relating to, or the modification of, the First Amendment or by agreement with the District, as authorized by MMC Sections 12-2-50 and 12-3-10(d), and C.R.S. § 32-1-204.5(1)(c).

Section 2. Based on the contents of the First Amendment and other evidence presented at the public hearing of the Board of Trustees held on September 25, 2023, and in accordance with MMC Section 12-2-50, the Board of Trustees hereby finds and determines as follows:

a. Pursuant to state statute and the MMC, the Board of Trustees has authority to review the First Amendment and Letter of Intent.

b. The First Amendment meets the Town's approval criteria, as set forth in Section 32-1-203(2), C.R.S. and Chapter 12 of the MMC.

c. The First Amendment contains the information required in Section 12-2-20 of the MMC.

d. The First Amendment is in substantial compliance with Chapter 12 of the MMC, including but not limited to substantial compliance with applicable provisions of the model service plan referenced in Section 12-2-20 of the MMC.

Section 3. The First Amendment for the District is hereby approved, subject to the following conditions:

a. The District's Board of Directors shall approve and execute the First Amendment to Intergovernmental Agreement (in substantially the form attached to the First Amendment as EXHIBIT C) ("IGA Amendment") within sixty (60) days of the effective date of this Resolution and shall file executed duplicate originals of such executed IGA Amendment with the Town Clerk within ten (10) days of the date of execution.

b. The District shall not be authorized to issue Debt until the District has:

1. Reimbursed the Town for all outstanding charges and fees incurred for legal/consultant review relating to their review of the First Amendment; and

2. Filed an updated/revised Capital Plan ("Updated Capital Plan") with the Town in a form acceptable to the Town Manager and Town Attorney in order to further break down the public improvements referenced in the Capital Plan by improvement and phase. Once Updated Capital Plan has been reviewed and accepted by the Town, the Town Attorney shall notify the District regarding satisfaction of this condition in writing, with a copy to District counsel of record.

The Updated Capital Plan, when finalized, shall be EXHIBIT A of the First Amendment.

c. Following approval of this Resolution (conditionally approving the First Amendment), counsel for the District shall proceed to file a copy of the First Amendment with the Weld County District Court and the Division of Local Government (in the Department of Local Affairs).

Section 4. The Board of Trustees hereby approves the IGA Amendment in substantially the form attached as EXHIBIT C to the First Amendment, and: (a) authorizes the Mayor or Town Manager, in consultation with the Town Attorney, to make such other changes as may be needed to the IGA Amendment in order to correct any nonmaterial errors or language; and (b) authorizes the Mayor to execute the IGA Amendment on behalf of the Town following approval as to form by the Town Attorney and following the date on which the District's Board of Directors have caused executed duplicate originals of the IGA Amendment be filed of record with the Town Clerk.

Section 5. Approval of this Resolution is not a waiver of, nor a limitation upon any power that the Town is legally permitted to exercise with respect to the District or the property located within the boundaries of the District.

Section 6. 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 during regular business hours.

Section 7. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining issues of this Resolution.

Section 8. **Effective Date**. This Resolution shall take effect upon its approval by the Board of Trustees.

INTRODUCED, READ, PASSED AND ADOPTED THIS 25TH DAY OF SEPTEMBER, 2023.

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

ATTACHMENT A

FIRST AMENDMENT TO SERVICE PLAN FOR 34 9.5 METROPOLITAN DISTRICT

[Attached.]

FIRST AMENDMENT TO SERVICE PLAN FOR 34 9.5 METROPOLITAN DISTRICT

TOWN OF MEAD, COLORADO

1. **INTRODUCTION**

The Service Plan for the 34 9.5 Metropolitan District ("**District**") was approved by the Board of Trustees of the Town of Mead, Colorado (the "**Town**") on July 27, 2020 (the "**Service Plan**"), and the District was organized by Order and Decree of the District Court in and for Weld County on January 6, 2021, as recorded in the real property records of the Weld County Clerk and Recorder on January 19, 2021 at Reception No. 4672769. The intent and purpose of the District pursuant to the Service Plan is to provide for the planning, design, acquisition, construction, installation and financing of Public Improvements for the use and the benefit of all anticipated inhabitants and taxpayers of the commercial and light industrial development within the District, subject to the limitations set forth in the Service Plan. This First Amendment to Service Plan (the "**First Amendment**") is intended to be read in conjunction with the Service Plan.

The Board of Directors of the District (the "**Board**") has also determined that additional clarification would be beneficial to avoid ambiguity regarding the authorized Mill Levy Adjustment in light of the repeal of the Gallagher Amendment and recent legislation, most notably Senate Bills 22-238 and 23-303. The Board concluded that it is in the best interest of the District to amend the Service Plan to clearly set forth that any constitutional or legislative changes in the actual value against which the assessment rate is applied shall be determined to be a change in the method of calculating assessed valuation.

The Board has further determined it to be in the best interest of the District to amend the Service Plan in order to increase the Maximum Debt Authorization from $12,530,588 to $32,300,000. This adjustment is intended to provide the District with the financial flexibility to efficiently finance the development and construction of anticipated Public Improvements. The Board has established that the current Maximum Debt Authorization does not adequately account for increasing construction costs and changing market conditions. In addition, the Board has determined that the Maximum Debt Mill Levy, Maximum Operating Mill Levy, and Maximum Aggregate Mill Levy can be lowered in consideration of the current and anticipated users and taxpayers of the District. To ensure the District receives the most beneficial and cost-effective bond issuance to finance Public Improvements, an increased debt issuance limit is required and can be repaid through a decreased Maximum Debt Mill Levy, and will best serve the economic interests of the current and anticipated inhabitants and taxpayers of the District.

The Board of has determined that clarifying the effect that changes in actual value have on the imposition of mill levies and increasing the total debt the District is permitted to incur for Public Improvements will benefit the current and anticipated property owners and taxpayers of the commercial and light industrial development within the District and that it is in the best interest of the District to amend the Service Plan accordingly to allow the District to preserve the public health, safety, prosperity, and general welfare of the inhabitants of the District. This First Amendment is limited to the modifications specifically described below, inclusive of the attached Exhibits.

2. **FIRST AMENDMENT**

A. All capitalized terms used, but not otherwise defined herein (including in Section 1 of this First Amendment), shall have the same meanings as set forth in the Service Plan.

B. The Article II term and definition of "Gallagher Adjustment" is hereby amended and replaced in its entirety throughout the Service Plan with the term "Mill Levy Adjustment" and following definition:

> Mill Levy Adjustment: means, if there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, the applicable mill levy limitation may be increased or decreased to reflect such changes, such increases and decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the applicable mill levy, as adjusted for changes occurring on or after July 27, 2020 (the date of approval of the Service Plan) (*or for purposes of the Town O&M Mill Levy, changes occurring on or after March 1, 2020*), are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation and any constitutional or legislative changes in the actual values against which the assessment rate is applied shall be deemed to be a change in the method of calculating assessed valuation.

C. The Maximum Debt Authorization, as set forth in Sections V.A.9 and VI.A., shall be $32,300,000.

D. The estimated cost of the Public Improvements, as set forth in Section V.C, Capital Plan, shall be $22,643,200.92 including a contingency for unanticipated costs of not more than fifteen (15) percent more than the estimated construction costs of Public Improvements, and a volatile construction market estimate for anticipated market increases in construction labor and materials at time of construction of not more than twenty (20) percent of the estimated construction costs of Public Improvements.

E. The Maximum Debt Mill Levy, as set forth in Section VI.C.1, shall not exceed forty (40) mills subject to Mill Levy Adjustment.

F. The Maximum Operating Mill Levy, as set forth in Section VI.C.3 shall not exceed five (5) mills subject to Mill Levy Adjustment.

G. The Maximum Aggregate Mill Levy, as set forth in Section VI.C.4, shall not exceed forty-five (45) mills subject to Mill Levy Adjustment.

H. Section V.A.5 is amended to add the following at the end of the Section:

> Developer Debt subject to the requirements of Section 32-1-1101(7), C.R.S. and issued in conformance with such statutory requirements shall not be subject to the above requirements and shall conform with statutory requirements.

I. Section VI.E is amended as follows, with deletions in strike-through and additions underlined:

Transparency and Disclosure ~~to Purchasers~~. The District shall maintain an official website in accordance with Section 32-1-104.5, C.R.S. The District will use reasonable efforts to assure that all Developers provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, fees, tolls, penalties, and charges. The form of notice shall be substantially in the form attached to the Service Plan as Exhibit F ("Disclosure Form"). Within ninety (90) days following the date of the Order and Decree declaring the District organized, the District shall cause the Disclosure Form to be recorded with the Weld County Clerk and Recorder against all property included in the Inclusion Area Boundaries. The District shall provide a copy of the recorded Disclosure Form to the Town Clerk.

J. Exhibit D, Capital Plan, is hereby amended and replaced in its entirety with **Exhibit A** attached hereto and incorporated herein by this reference.

K. Exhibit E, Financial Plan, is hereby amended and replaced in its entirety with **Exhibit B** attached hereto and incorporated herein by this reference.

L. The District shall execute the First Amendment to the Town-District IGA in substantially the form attached hereto as **Exhibit C** and incorporated herein by this reference.

4. **EFFECT OF THIS FIRST AMENDMENT**

Except as specifically amended as set forth above, all other provisions of the Service Plan shall remain in full force and effect. To the extent there are any inconsistencies between this First Amendment and the Service Plan, this First Amendment shall control.

34 9.5 METROPOLITAN DISTRICT

By: Icenogle Seaver Pogue, P.C.
General Counsel to 34 9.5 Metropolitan District

EXHIBIT A

FIRST AMENDMENT TO SERVICE PLAN FOR 34 9.5 METROPOLITAN DISTRICT

Capital Plan

PROJECT OPINION OF PROBABLE CONSTRUCTION COST

PROJECT:	Mead Distribution Center Offsite Roadway Design
PROJECT LOCATION:	Mead, CO
KH PROJECT NUMBER:	9635304
SUBMITTAL/STAGE:	Preliminary
DATE:	12/2/2022

PAY ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	EXTENDED COST
201-00000	CLEARING AND GRUBBING	LS	1	$3,000.00	$ 3,000.00
202-00001	REMOVAL OF STRUCTURE	EACH	2	$1,000.00	$ 2,000.00
202-00010	REMOVAL OF TREE	EACH	6	$400.00	$ 2,400.00
202-00090	REMOVAL OF DELINEATOR	EACH	15	$10.00	$ 150.00
202-00120	REMOVAL OF CONCRETE BOX CULVERT	LF	92	$350.00	$ 32,200.00
202-00219	REMOVAL OF GRAVEL DRIVEWAY	SY	901	$7.00	$ 6,307.00
202-00220	REMOVAL OF ASPHALT MAT	SY	6375	$15.00	$ 95,625.00
202-00240	REMOVAL OF ASPHALT MAT (PLANING)	SY	117	$10.00	$ 1,170.00
202-01000	REMOVAL OF FENCE	LF	4521	$5.00	$ 22,605.00
202-05026	SAWING ASPHALT MATERIAL	LF	49	$4.00	$ 196.00
203-00000	UNCLASSIFIED EXCAVATION (CIP)	CY	13670	$30.00	$ 410,100.00
203-00060	EMBANKMENT (CIP)	CY	42720	$20.00	$ 854,400.00
203-01620	STREET SWEEPING	HR	1	$6,500.00	$ 6,500.00
207-00210	STOCKPILE TOPSOIL	SY	270	$15.00	$ 4,050.00
208-00020	SILT FENCE	LF	13393	$3.00	$ 40,179.00
208-00041	ROCK CHECK DAM	EACH	48	$630.00	$ 30,240.00
208-00045	CONCRETE WASHOUT STRUCTURE	EACH	1	$3,000.00	$ 3,000.00
208-00058	SUMP INLET PROTECTION	EACH	13	$350.00	$ 4,550.00
208-00059	TEMPORARY OUTLET PROTECTION	EACH	7	$350.00	$ 2,450.00
208-00070	VEHICLE TRACKING PAD	EACH	1	$3,250.00	$ 3,250.00
208-00200	EROSION CONTROL BLANKET	SF	357842	$5.00	$ 1,789,210.00
208-99999	STABILIZED STAGING AREA	EACH	1	$5,000.00	$ 5,000.00
210-00010	RESET MAILBOX STRUCTURE	EACH	3	$450.00	$ 1,350.00
210-00050	ADJUST FIRE HYDRANT TO GRADE	EACH	3	$2,500.00	$ 7,500.00
210-04000	ADJUST STRUCTURE	EACH	3	$2,500.00	$ 7,500.00
210-04010	ADJUST MANHOLE	EACH	12	$1,100.00	$ 13,200.00
210-04050	ADJUST VALVE BOX TO GRADE	EACH	5	$600.00	$ 3,000.00
212-00006	SEEDING AND MULCHING	ACRE	9	$5,000.00	$ 45,000.00
304-06007	AGGREGATE BASE COURSE (CLASS 6)	CY	12394	$75.00	$ 929,541.75
308-00300	STABILIZED SUBGRADE (Class 1) (18")	SY	30424	$35.00	$ 1,064,840.00
403-33721	HMA (GR S) (75) (PG 58-28)	TON	12550	$120.00	$ 1,506,000.00
412-00190	CONCRETE PAVEMENT	SY	44	$95.00	$ 4,180.00
506-00000	RIPRAP	CY	2077	$600.00	$ 1,246,197.00
603-01150	15 INCH REINFORCED CONCRETE PIPE	LF	73	$140.00	$ 10,220.00
603-01180	18 INCH REINFORCED CONCRETE PIPE	LF	725	$160.00	$ 116,000.00
603-01240	24 INCH REINFORCED CONCRETE PIPE	LF	951	$220.00	$ 209,220.00
603-01360	36 INCH REINFORCED CONCRETE PIPE	LF	727	$310.00	$ 225,370.00
603-01420	42 INCH REINFORCED CONCRETE PIPE	LF	1232	$400.00	$ 492,800.00
603-01480	48 INCH REINFORCED CONCRETE PIPE	LF	470	$450.00	$ 211,500.00
603-01540	54 INCH REINFORCED CONCRETE PIPE	LF	108	$500.00	$ 54,000.00
603-05015	15 INCHES FLARED END SECTION	EACH	1	$2,500.00	$ 2,500.00
603-05018	18 INCHES FLARED END SECTION	EACH	2	$2,700.00	$ 5,400.00
603-05024	24 INCHES FLARED END SECTION	EACH	2	$2,940.00	$ 5,880.00
603-05054	54 INCHES FLARED END SECTION	EACH	1	$3,500.00	$ 3,500.00
603-71208	12'X8' CONCRETE BOX CULVERT (PRECAST)	LF	1032	$2,700.00	$ 2,786,400.00
603-77001	CULVERT HEADWALL (3-SIDED CULVERT)(TYPE 1)	SF	896	$80.00	$ 71,680.00
603-77011	CULVERT WINGWALL (3-SIDED CULVERT)(TYPE 1)	SF	1440	$75.00	$ 108,000.00
604-00505	INLET TYPE D (5 FOOT)	EACH	2	$6,600.00	$ 13,200.00
604-00510	INLET TYPE D (10 FOOT)	EACH	1	$11,200.00	$ 11,200.00
604-19105	INLET TYPE R L 5 (5 FOOT)	EACH	1	$7,850.00	$ 7,850.00
604-19205	INLET TYPE R L 10 (5 FOOT)	EACH	6	$11,000.00	$ 66,000.00
604-19305	INLET TYPE R L 15 (5 FOOT)	EACH	1	$14,000.00	$ 14,000.00
604-00000	OUTLET STRUCTURE	EACH	3	$24,000.00	$ 72,000.00
604-30005	MANHOLE SLAB BASE (5 FOOT)	EACH	3	$9,300.00	$ 27,900.00
604-30010	MANHOLE SLAB BASE (10 FOOT)	EACH	7	$11,000.00	$ 77,000.00
605-00040	4-INCH PERFORATED UNDERDRAIN	LF	253	$30.00	$ 7,590.00
607-01025	FURNISH AND INSTALL FENCE	LF	1919	$7.00	$ 13,433.00
607-60243	40 FOOT GATE (SPECIAL)	EACH	1	$20,000.00	$ 20,000.00
608-00006	CONCRETE SIDEWALK (6 INCH)	SY	3623	$65.00	$ 235,495.00
608-00010	CURB RAMP PER TOWN OF MEAD D3.12	SF	654	$125.00	$ 81,750.00
608-99999	2' SIDEWALK CHASE	EACH	1	$3,620.00	$ 3,620.00
609-21010	SPILL CURB AND GUTTER PER TOWN OF MEAD D3.07	LF	3849	$20.00	$ 76,980.00
609-21020	CATCH CURB AND GUTTER PER TOWN OF MEAD D3.07	LF	4250	$25.00	$ 106,250.00
609-21030	CURB AND GUTTER TRANSITION FROM 1' TO 2' GUTTER	LF	10	$60.00	$ 600.00
614-00011	SIGN PANEL	SF	108	$30.00	$ 3,240.00
614-00200	SIGN POST	LF	150	$35.00	$ 5,232.50
625-00000	SURVEY	LS	1	$150,000.00	$ 150,000.00
626-00000	MOBILIZATION	LS	1	$730,000.00	$ 730,000.00
627-00002	THERMOPLASTIC PAVEMENT MARKING	SF	12155	$15.00	$ 182,324.50
627-00005	EPOXY PAVEMENT MARKING	GAL	123	$175.00	$ 21,510.97
630-80339	BARRICADE (TYPE 3)	LF	12	$165.00	$ 1,980.00
630-00003	CONSTRUCTION TRAFFIC CONTROL	LS	1	$80,000.00	$ 80,000.00
700-70010	MINOR CONTRACT REVISIONS	FA	1	$ 150,000.00	$ 150,000.00
		CONSTRUCTION COSTS			**$ 14,608,516.72**
LANDSCAPE		% OF SUB-TOTAL CONSTRUCTION COSTS		**5%**	**$ 730,425.84**
CONTINGENCY (15%)		% OF SUB-TOTAL CONSTRUCTION COSTS		**15%**	**$ 2,191,277.51**
VOLATILE CONSTRUCTION MARKET (20%)		% OF SUB-TOTAL CONSTRUCTION COSTS		**20%**	**$ 2,921,703.34**
UTILITY RELOCATION		% OF SUB-TOTAL CONSTRUCTION COSTS		**5%**	**$ 730,425.84**
RIGHT OF WAY ACQUISITION		% OF SUB-TOTAL CONSTRUCTION COSTS		**10%**	**$ 1,460,851.67**
		TOTAL PROJECT COST ESTIMATE			**$ 22,643,200.92**

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

EXHIBIT B

FIRST AMENDMENT TO SERVICE PLAN FOR 34 9.5 METROPOLITAN DISTRICT

Financial Plan

34 9.5 Metropolitan District
Weld County, Colorado
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# General Obligation Bonds, Series 2025

| Bond Assumptions | Series 2025 |
|---|---|
| Closing Date | 12/1/2025 |
| First Call Date | 12/1/2030 |
| Final Maturity | 12/1/2055 |
| Discharge Date | 12/2/2055 |
| **Sources of Funds** | |
| Par Amount | 32,300,000 |
| Total | 32,300,000 |
| **Uses of Funds** | |
| Project Fund | **24,000,000** |
| Capitalized Interest | 4,845,000 |
| Surplus Deposit | 2,559,000 |
| Cost of Issuance | 896,000 |
| Total | 32,300,000 |
| **Debt Features** | |
| Projected Coverage at Mill Levy Cap | 1.16x |
| Tax Status | Tax-Exempt |
| Rating | Non-Rated |
| Coupon (Interest Rate) | 5.000% |
| Annual Trustee Fee | $4,000 |
| **Biennial Reassessment** | |
| Commercial | 2.00% |

| Tax Authority Assumptions | |
|---|---|
| Metropolitan District Revenue | |
| Debt Service Mills | |
| Service Plan Mill Levy Cap | 40.000 |
| Specific Ownership Tax | 6.00% |
| County Treasurer Fee | 1.50% |
| Operations | |
| Target Mill Levy | 5.000 |
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34 9.5 Metropolitan District

Development Summary

Statutory Actual Value (2023)	Commercial									Total
	Lot 2 - Industrial	Lot 3 - Industrial	Lot 4 - Industrial	Lot 5 - Highway Commercial	-	-	-	-	-	
	$105	$105	$105	$300	-	-	-	-	-	
2022	-	-	-	-	-	-	-	-	-	-
2023	-	-	-	-	-	-	-	-	-	-
2024	-	-	-	-	-	-	-	-	-	-
2025	365,785	-	-	-	-	-	-	-	-	365,785
2026	-	238,905	-	-	-	-	-	-	-	238,905
2027	-	-	444,285	-	-	-	-	-	-	444,285
2028	-	-	-	110,000	-	-	-	-	-	110,000
2029	-	-	-	110,000	-	-	-	-	-	110,000
2030	-	-	-	-	-	-	-	-	-	-
2031	-	-	-	-	-	-	-	-	-	-
2032	-	-	-	-	-	-	-	-	-	-
2033	-	-	-	-	-	-	-	-	-	-
2034	-	-	-	-	-	-	-	-	-	-
2035	-	-	-	-	-	-	-	-	-	-
2036	-	-	-	-	-	-	-	-	-	-
2037	-	-	-	-	-	-	-	-	-	-
2038	-	-	-	-	-	-	-	-	-	-
2039	-	-	-	-	-	-	-	-	-	-
2040	-	-	-	-	-	-	-	-	-	-
2041	-	-	-	-	-	-	-	-	-	-
2042	-	-	-	-	-	-	-	-	-	-
2043	-	-	-	-	-	-	-	-	-	-
2044	-	-	-	-	-	-	-	-	-	-
2045	-	-	-	-	-	-	-	-	-	-
2046	-	-	-	-	-	-	-	-	-	-
2047	-	-	-	-	-	-	-	-	-	-
2048	-	-	-	-	-	-	-	-	-	-
2049	-	-	-	-	-	-	-	-	-	-
2050	-	-	-	-	-	-	-	-	-	-
2051	-	-	-	-	-	-	-	-	-	-
2052	-	-	-	-	-	-	-	-	-	-
Total Units	**365,785**	**238,905**	**444,285**	**220,000**	**-**	**-**	**-**	**-**	**-**	**1,268,975**
Total Statutory Actual Value	**$38,407,425**	**$25,085,025**	**$46,649,925**	**$66,000,000**	**-**	**-**	**-**	**-**	**-**	**$176,142,375**

34 9.5 Metropolitan District
Assessed Value

	Vacant and Improved Land[1]		Commercial				Total
	Cumulative Statutory Actual Value	Assessed Value in Collection Year 2 Year Lag 29.00%	Commercial SF Delivered	Biennial Reassessment 2.00%	Cumulative Statutory Actual Value	Assessed Value in Collection Year 2 Year Lag 29.00%	Assessed Value in Collection Year 2 Year Lag
2020	608,103				543,103		
2021	600,034				543,483		
2022	741,931	**176,350**			709,749	**157,500**	**333,850**
2023	741,931	**174,010**	-	-	709,749	**157,610**	**331,620**
2024	4,582,674	**215,160**	-	14,195	723,944	**198,020**	**413,180**
2025	3,094,948	215,160	365,785	-	40,683,029	205,827	420,987
2026	5,147,855	1,328,975	238,905	813,661	68,117,119	209,944	1,538,919
2027	3,586,379	897,535	444,285	-	118,612,498	11,798,078	12,695,613
2028	3,444,607	1,492,878	110,000	2,372,250	157,419,414	19,753,964	21,246,842
2029	0	1,040,050	110,000	-	194,582,774	34,397,624	35,437,674
2030	0	998,936	-	3,891,655	198,474,430	45,651,630	46,650,566
2031	0	0	-	-	198,474,430	56,429,005	56,429,005
2032	0	0	-	3,969,489	202,443,918	57,557,585	57,557,585
2033	0	0	-	-	202,443,918	57,557,585	57,557,585
2034	0	0	-	4,048,878	206,492,797	58,708,736	58,708,736
2035	0	0	-	-	206,492,797	58,708,736	58,708,736
2036	0	0	-	4,129,856	210,622,653	59,882,911	59,882,911
2037	0	0	-	-	210,622,653	59,882,911	59,882,911
2038	0	0	-	4,212,453	214,835,106	61,080,569	61,080,569
2039	0	0	-	-	214,835,106	61,080,569	61,080,569
2040	0	0	-	4,296,702	219,131,808	62,302,181	62,302,181
2041	0	0	-	-	219,131,808	62,302,181	62,302,181
2042	0	0	-	4,382,636	223,514,444	63,548,224	63,548,224
2043	0	0	-	-	223,514,444	63,548,224	63,548,224
2044	0	0	-	4,470,289	227,984,733	64,819,189	64,819,189
2045	0	0	-	-	227,984,733	64,819,189	64,819,189
2046	0	0	-	4,559,695	232,544,427	66,115,573	66,115,573
2047	0	0	-	-	232,544,427	66,115,573	66,115,573
2048	0	0	-	4,650,889	237,195,316	67,437,884	67,437,884
2049	0	0	-	-	237,195,316	67,437,884	67,437,884
2050	0	0	-	4,743,906	241,939,222	68,786,642	68,786,642
2051	0	0	-	-	241,939,222	68,786,642	68,786,642
2052	0	0	-	4,838,784	246,778,007	70,162,374	70,162,374
2053	0	0	-	-	246,778,007	70,162,374	70,162,374
2054	0	0	-	4,935,560	251,713,567	71,565,622	71,565,622
2055	0	0	-	-	251,713,567	71,565,622	71,565,622
Total			1,268,975	60,330,898			

1. Vacant land value calculated in year prior to construction as 10% build-out market value

34 9.5 Metropolitan District
Revenue

	Total	District Mill Levy Revenue			Expense		Total
	Assessed Value in Collection Year	Debt Mill Levy	Debt Mill Levy Collections	Specific Ownership Taxes	County Treasurer Fee	Annual Trustee Fee	Revenue Available for Debt Service
		40.000 Cap 40.000 Target	99.50%	6.00%	1.50%		
2022	**333,850**	0.000	0	0	0	0	0
2023	**331,620**	0.000	0	0	0	0	0
2024	413,180	0.000	0	0	0	0	0
2025	420,987	0.000	0	0	0	0	0
2026	1,538,919	40.000	61,249	3,675	(919)	(4,000)	60,005
2027	12,695,613	40.000	505,285	30,317	(7,579)	(4,000)	524,023
2028	21,246,842	40.000	845,624	50,737	(12,684)	(4,000)	879,677
2029	35,437,674	40.000	1,410,419	84,625	(21,156)	(4,000)	1,469,888
2030	46,650,566	40.000	1,856,693	111,402	(27,850)	(4,000)	1,936,244
2031	56,429,005	40.000	2,245,874	134,752	(33,688)	(4,000)	2,342,939
2032	57,557,585	40.000	2,290,792	137,448	(34,362)	(4,000)	2,389,878
2033	57,557,585	40.000	2,290,792	137,448	(34,362)	(4,000)	2,389,878
2034	58,708,736	40.000	2,336,608	140,196	(35,049)	(4,000)	2,437,755
2035	58,708,736	40.000	2,336,608	140,196	(35,049)	(4,000)	2,437,755
2036	59,882,911	40.000	2,383,340	143,000	(35,750)	(4,000)	2,486,590
2037	59,882,911	40.000	2,383,340	143,000	(35,750)	(4,000)	2,486,590
2038	61,080,569	40.000	2,431,007	145,860	(36,465)	(4,000)	2,536,402
2039	61,080,569	40.000	2,431,007	145,860	(36,465)	(4,000)	2,536,402
2040	62,302,181	40.000	2,479,627	148,778	(37,194)	(4,000)	2,587,210
2041	62,302,181	40.000	2,479,627	148,778	(37,194)	(4,000)	2,587,210
2042	63,548,224	40.000	2,529,219	151,753	(37,938)	(4,000)	2,639,034
2043	63,548,224	40.000	2,529,219	151,753	(37,938)	(4,000)	2,639,034
2044	64,819,189	40.000	2,579,804	154,788	(38,697)	(4,000)	2,691,895
2045	64,819,189	40.000	2,579,804	154,788	(38,697)	(4,000)	2,691,895
2046	66,115,573	40.000	2,631,400	157,884	(39,471)	(4,000)	2,745,813
2047	66,115,573	40.000	2,631,400	157,884	(39,471)	(4,000)	2,745,813
2048	67,437,884	40.000	2,684,028	161,042	(40,260)	(4,000)	2,800,809
2049	67,437,884	40.000	2,684,028	161,042	(40,260)	(4,000)	2,800,809
2050	68,786,642	40.000	2,737,708	164,263	(41,066)	(4,000)	2,856,905
2051	68,786,642	40.000	2,737,708	164,263	(41,066)	(4,000)	2,856,905
2052	70,162,374	40.000	2,792,463	167,548	(41,887)	(4,000)	2,914,123
2053	70,162,374	40.000	2,792,463	167,548	(41,887)	(4,000)	2,914,123
2054	71,565,622	40.000	2,848,312	170,899	(42,725)	(4,000)	2,972,486
2055	71,565,622	40.000	2,848,312	170,899	(42,725)	(4,000)	2,972,486
Total			68,373,757	4,102,425	(1,025,606)	(120,000)	71,330,576

34 9.5 Metropolitan District
Debt Service

	Total	Net Debt Service	Surplus Fund			Ratio Analysis		
		Series 2025						
	Revenue Available for Debt Service	Dated: 12/1/2025 Par: $32,300,000 Proj: $24,000,000	Annual Surplus	Cumulative Balance $6,460,000	Released Revenue	Debt Service Coverage	Coverage at Mill Levy Cap	Senior Debt to Assessed Value
2022	0							
2023	0							
2024	0							
2025	0	0	0	2,559,000		n/a	n/a	7817%
2026	60,005	0	60,005	2,619,005	0	n/a	n/a	7672%
2027	524,023	0	524,023	3,143,028	0	n/a	n/a	2099%
2028	879,677	0	879,677	4,022,706	0	n/a	n/a	254%
2029	1,469,888	1,615,000	(145,112)	3,877,594	0	91%	91%	152%
2030	1,936,244	1,670,000	266,244	4,143,838	0	116%	116%	91%
2031	2,342,939	2,017,250	325,689	4,469,527	0	116%	116%	68%
2032	2,389,878	2,057,000	332,878	4,802,404	0	116%	116%	56%
2033	2,389,878	2,058,750	331,128	5,133,532	0	116%	116%	54%
2034	2,437,755	2,099,250	338,505	5,472,037	0	116%	116%	53%
2035	2,437,755	2,101,500	336,255	5,808,292	0	116%	116%	51%
2036	2,486,590	2,142,250	344,340	6,152,632	0	116%	116%	50%
2037	2,486,590	2,144,500	342,090	6,460,000	34,722	116%	116%	47%
2038	2,536,402	2,185,000	351,402	6,460,000	351,402	116%	116%	46%
2039	2,536,402	2,186,750	349,652	6,460,000	349,652	116%	116%	44%
2040	2,587,210	2,231,500	355,710	6,460,000	355,710	116%	116%	42%
2041	2,587,210	2,227,000	360,210	6,460,000	360,210	116%	116%	40%
2042	2,639,034	2,275,500	363,534	6,460,000	363,534	116%	116%	38%
2043	2,639,034	2,274,250	364,784	6,460,000	364,784	116%	116%	36%
2044	2,691,895	2,320,500	371,395	6,460,000	371,395	116%	116%	34%
2045	2,691,895	2,316,750	375,145	6,460,000	375,145	116%	116%	32%
2046	2,745,813	2,365,250	380,563	6,460,000	380,563	116%	116%	30%
2047	2,745,813	2,363,250	382,563	6,460,000	382,563	116%	116%	27%
2048	2,800,809	2,413,000	387,809	6,460,000	387,809	116%	116%	25%
2049	2,800,809	2,411,750	389,059	6,460,000	389,059	116%	116%	22%
2050	2,856,905	2,461,750	395,155	6,460,000	395,155	116%	116%	19%
2051	2,856,905	2,460,250	396,655	6,460,000	396,655	116%	116%	16%
2052	2,914,123	2,509,500	404,623	6,460,000	404,623	116%	116%	13%
2053	2,914,123	2,511,750	402,373	6,460,000	402,373	116%	116%	10%
2054	2,972,486	2,559,000	413,486	6,460,000	413,486	116%	116%	7%
Total	71,330,576	60,538,000	10,792,576		13,351,576			

1. Assumes $2,559,000 Deposit to Surplus Fund at Closing

Section a, Item i.

34 9.5 Metropolitan District
Revenue

	Total	Operations Mill Levy Revenue			Expense	Total
	Assessed Value in Collection Year	O&M Mill Levy 5.000 Target	O&M Mill Levy Collections 99.50%	Specific Ownership Taxes 6.00%	County Treasurer Fee 1.50%	Revenue Available for Operations
2022	333,850	10.000	3,339	199	(50)	3,488
2023	331,620	10.000	3,316	198	(50)	3,464
2024	413,180	5.000	2,066	123	(31)	2,158
2025	420,987	5.000	2,105	126	(32)	2,199
2026	1,538,919	5.000	7,695	459	(115)	8,039
2027	12,695,613	5.000	63,478	3,790	(952)	66,316
2028	21,246,842	5.000	106,234	6,342	(1,594)	110,983
2029	35,437,674	5.000	177,188	10,578	(2,658)	185,109
2030	46,650,566	5.000	233,253	13,925	(3,499)	243,679
2031	56,429,005	5.000	282,145	16,844	(4,232)	294,757
2032	57,557,585	5.000	287,788	17,181	(4,317)	300,652
2033	57,557,585	5.000	287,788	17,181	(4,317)	300,652
2034	58,708,736	5.000	293,544	17,525	(4,403)	306,665
2035	58,708,736	5.000	293,544	17,525	(4,403)	306,665
2036	59,882,911	5.000	299,415	17,875	(4,491)	312,798
2037	59,882,911	5.000	299,415	17,875	(4,491)	312,798
2038	61,080,569	5.000	305,403	18,233	(4,581)	319,054
2039	61,080,569	5.000	305,403	18,233	(4,581)	319,054
2040	62,302,181	5.000	311,511	18,597	(4,673)	325,435
2041	62,302,181	5.000	311,511	18,597	(4,673)	325,435
2042	63,548,224	5.000	317,741	18,969	(4,766)	331,944
2043	63,548,224	5.000	317,741	18,969	(4,766)	331,944
2044	64,819,189	5.000	324,096	19,349	(4,861)	338,583
2045	64,819,189	5.000	324,096	19,349	(4,861)	338,583
2046	66,115,573	5.000	330,578	19,735	(4,959)	345,355
2047	66,115,573	5.000	330,578	19,735	(4,959)	345,355
2048	67,437,884	5.000	337,189	20,130	(5,058)	352,262
2049	67,437,884	5.000	337,189	20,130	(5,058)	352,262
2050	68,786,642	5.000	343,933	20,533	(5,159)	359,307
2051	68,786,642	5.000	343,933	20,533	(5,159)	359,307
2052	70,162,374	5.000	350,812	20,943	(5,262)	366,493
2053	70,162,374	5.000	350,812	20,943	(5,262)	366,493
2054	71,565,622	5.000	357,828	21,362	(5,367)	373,823
2055	71,565,622	5.000	357,828	21,362	(5,367)	373,823
Total			8,600,494	513,449	(129,007)	8,984,936

SOURCES AND USES OF FUNDS

34 9.5 METROPOLITAN DISTRICT
Weld County, Colorado
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GENERAL OBLIGATION BONDS, SERIES 2025

Dated Date	12/01/2025
Delivery Date	12/01/2025

Sources:		
Bond Proceeds:		
Par Amount		32,300,000.00
		32,300,000.00
Uses:		
Project Fund Deposits:		
Project Fund		24,000,000.00
Other Fund Deposits:		
Capitalized Interest Fund		4,845,000.00
Surplus Deposit		2,559,000.00
		7,404,000.00
Cost of Issuance:		
Other Cost of Issuance		250,000.00
Delivery Date Expenses:		
Underwriter's Discount		646,000.00
		32,300,000.00

BOND SUMMARY STATISTICS

34 9.5 METROPOLITAN DISTRICT
Weld County, Colorado
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### GENERAL OBLIGATION BONDS, SERIES 2025

| | |
|---|---|
| Dated Date | 12/01/2025 |
| Delivery Date | 12/01/2025 |
| Last Maturity | 12/01/2055 |
| | |
| Arbitrage Yield | 5.000000% |
| True Interest Cost (TIC) | 5.157840% |
| Net Interest Cost (NIC) | 5.090623% |
| All-In TIC | 5.220196% |
| Average Coupon | 5.000000% |
| | |
| Average Life (years) | 22.069 |
| Duration of Issue (years) | 13.068 |
| | |
| Par Amount | 32,300,000.00 |
| Bond Proceeds | 32,300,000.00 |
| Total Interest | 35,642,000.00 |
| Net Interest | 36,288,000.00 |
| Total Debt Service | 67,942,000.00 |
| Maximum Annual Debt Service | 5,118,750.00 |
| Average Annual Debt Service | 2,264,733.33 |
| | |
| Underwriter's Fees (per $1000) | |
| Average Takedown | |
| Other Fee | 20.000000 |
| | |
| Total Underwriter's Discount | 20.000000 |
| | |
| Bid Price | 98.000000 |

| *Bond Component* | *Par Value* | *Price* | *Average Coupon* | *Average Life* |
|---|---|---|---|---|
| Term Bond due 2055 | 32,300,000.00 | 100.000 | 5.000% | 22.069 |
| | 32,300,000.00 | | | 22.069 |

| | TIC | All-In TIC | Arbitrage Yield |
|---|---|---|---|
| Par Value | 32,300,000.00 | 32,300,000.00 | 32,300,000.00 |
| + Accrued Interest | | | |
| + Premium (Discount) | | | |
| - Underwriter's Discount | (646,000.00) | (646,000.00) | |
| - Cost of Issuance Expense | | (250,000.00) | |
| - Other Amounts | | | |
| Target Value | 31,654,000.00 | 31,404,000.00 | 32,300,000.00 |
| Target Date | 12/01/2025 | 12/01/2025 | 12/01/2025 |
| Yield | 5.157840% | 5.220196% | 5.000000% |
~~~

BOND PRICING

34 9.5 METROPOLITAN DISTRICT
Weld County, Colorado
~~~
## GENERAL OBLIGATION BONDS, SERIES 2025

| *Bond Component* | *Maturity Date* | *Amount* | *Rate* | *Yield* | *Price* |
|---|---|---|---|---|---|
| Term Bond due 2055: | | | | | |
| | 12/01/2026 | | 5.000% | 5.000% | 100.000 |
| | 12/01/2027 | | 5.000% | 5.000% | 100.000 |
| | 12/01/2028 | | 5.000% | 5.000% | 100.000 |
| | 12/01/2029 | | 5.000% | 5.000% | 100.000 |
| | 12/01/2030 | 55,000 | 5.000% | 5.000% | 100.000 |
| | 12/01/2031 | 405,000 | 5.000% | 5.000% | 100.000 |
| | 12/01/2032 | 465,000 | 5.000% | 5.000% | 100.000 |
| | 12/01/2033 | 490,000 | 5.000% | 5.000% | 100.000 |
| | 12/01/2034 | 555,000 | 5.000% | 5.000% | 100.000 |
| | 12/01/2035 | 585,000 | 5.000% | 5.000% | 100.000 |
| | 12/01/2036 | 655,000 | 5.000% | 5.000% | 100.000 |
| | 12/01/2037 | 690,000 | 5.000% | 5.000% | 100.000 |
| | 12/01/2038 | 765,000 | 5.000% | 5.000% | 100.000 |
| | 12/01/2039 | 805,000 | 5.000% | 5.000% | 100.000 |
| | 12/01/2040 | 890,000 | 5.000% | 5.000% | 100.000 |
| | 12/01/2041 | 930,000 | 5.000% | 5.000% | 100.000 |
| | 12/01/2042 | 1,025,000 | 5.000% | 5.000% | 100.000 |
| | 12/01/2043 | 1,075,000 | 5.000% | 5.000% | 100.000 |
| | 12/01/2044 | 1,175,000 | 5.000% | 5.000% | 100.000 |
| | 12/01/2045 | 1,230,000 | 5.000% | 5.000% | 100.000 |
| | 12/01/2046 | 1,340,000 | 5.000% | 5.000% | 100.000 |
| | 12/01/2047 | 1,405,000 | 5.000% | 5.000% | 100.000 |
| | 12/01/2048 | 1,525,000 | 5.000% | 5.000% | 100.000 |
| | 12/01/2049 | 1,600,000 | 5.000% | 5.000% | 100.000 |
| | 12/01/2050 | 1,730,000 | 5.000% | 5.000% | 100.000 |
| | 12/01/2051 | 1,815,000 | 5.000% | 5.000% | 100.000 |
| | 12/01/2052 | 1,955,000 | 5.000% | 5.000% | 100.000 |
| | 12/01/2053 | 2,055,000 | 5.000% | 5.000% | 100.000 |
| | 12/01/2054 | 2,205,000 | 5.000% | 5.000% | 100.000 |
| | 12/01/2055 | 4,875,000 | 5.000% | 5.000% | 100.000 |
| | | 32,300,000 | | | |

| | | |
|---|---|---|
| Dated Date | 12/01/2025 | |
| Delivery Date | 12/01/2025 | |
| First Coupon | 06/01/2026 | |
| Par Amount | 32,300,000.00 | |
| Original Issue Discount | | |
| Production | 32,300,000.00 | 100.000000% |
| Underwriter's Discount | (646,000.00) | (2.000000%) |
| Purchase Price | 31,654,000.00 | 98.000000% |
| Accrued Interest | | |
| Net Proceeds | 31,654,000.00 | |
~~~

NET DEBT SERVICE

34 9.5 METROPOLITAN DISTRICT
Weld County, Colorado
~~~
GENERAL OBLIGATION BONDS, SERIES 2025

Period Ending	*Principal*	*Coupon*	*Interest*	*Total Debt Service*	*Capitalized Interest Fund*	*Surplus Deposit*	*Net Debt Service*
12/01/2026			1,615,000	1,615,000	1,615,000		
12/01/2027			1,615,000	1,615,000	1,615,000		
12/01/2028			1,615,000	1,615,000	1,615,000		
12/01/2029			1,615,000	1,615,000			1,615,000
12/01/2030	55,000	5.000%	1,615,000	1,670,000			1,670,000
12/01/2031	405,000	5.000%	1,612,250	2,017,250			2,017,250
12/01/2032	465,000	5.000%	1,592,000	2,057,000			2,057,000
12/01/2033	490,000	5.000%	1,568,750	2,058,750			2,058,750
12/01/2034	555,000	5.000%	1,544,250	2,099,250			2,099,250
12/01/2035	585,000	5.000%	1,516,500	2,101,500			2,101,500
12/01/2036	655,000	5.000%	1,487,250	2,142,250			2,142,250
12/01/2037	690,000	5.000%	1,454,500	2,144,500			2,144,500
12/01/2038	765,000	5.000%	1,420,000	2,185,000			2,185,000
12/01/2039	805,000	5.000%	1,381,750	2,186,750			2,186,750
12/01/2040	890,000	5.000%	1,341,500	2,231,500			2,231,500
12/01/2041	930,000	5.000%	1,297,000	2,227,000			2,227,000
12/01/2042	1,025,000	5.000%	1,250,500	2,275,500			2,275,500
12/01/2043	1,075,000	5.000%	1,199,250	2,274,250			2,274,250
12/01/2044	1,175,000	5.000%	1,145,500	2,320,500			2,320,500
12/01/2045	1,230,000	5.000%	1,086,750	2,316,750			2,316,750
12/01/2046	1,340,000	5.000%	1,025,250	2,365,250			2,365,250
12/01/2047	1,405,000	5.000%	958,250	2,363,250			2,363,250
12/01/2048	1,525,000	5.000%	888,000	2,413,000			2,413,000
12/01/2049	1,600,000	5.000%	811,750	2,411,750			2,411,750
12/01/2050	1,730,000	5.000%	731,750	2,461,750			2,461,750
12/01/2051	1,815,000	5.000%	645,250	2,460,250			2,460,250
12/01/2052	1,955,000	5.000%	554,500	2,509,500			2,509,500
12/01/2053	2,055,000	5.000%	456,750	2,511,750			2,511,750
12/01/2054	2,205,000	5.000%	354,000	2,559,000			2,559,000
12/01/2055	4,875,000	5.000%	243,750	5,118,750		2,559,000	2,559,750
	32,300,000		35,642,000	67,942,000	4,845,000	2,559,000	60,538,000

BOND DEBT SERVICE

34 9.5 METROPOLITAN DISTRICT
Weld County, Colorado
~~~
## GENERAL OBLIGATION BONDS, SERIES 2025

| Period Ending | Principal | Coupon | Interest | Debt Service | Annual Debt Service |
|---|---|---|---|---|---|
| 06/01/2026 | | | 807,500 | 807,500 | |
| 12/01/2026 | | | 807,500 | 807,500 | 1,615,000 |
| 06/01/2027 | | | 807,500 | 807,500 | |
| 12/01/2027 | | | 807,500 | 807,500 | 1,615,000 |
| 06/01/2028 | | | 807,500 | 807,500 | |
| 12/01/2028 | | | 807,500 | 807,500 | 1,615,000 |
| 06/01/2029 | | | 807,500 | 807,500 | |
| 12/01/2029 | | | 807,500 | 807,500 | 1,615,000 |
| 06/01/2030 | | | 807,500 | 807,500 | |
| 12/01/2030 | 55,000 | 5.000% | 807,500 | 862,500 | 1,670,000 |
| 06/01/2031 | | | 806,125 | 806,125 | |
| 12/01/2031 | 405,000 | 5.000% | 806,125 | 1,211,125 | 2,017,250 |
| 06/01/2032 | | | 796,000 | 796,000 | |
| 12/01/2032 | 465,000 | 5.000% | 796,000 | 1,261,000 | 2,057,000 |
| 06/01/2033 | | | 784,375 | 784,375 | |
| 12/01/2033 | 490,000 | 5.000% | 784,375 | 1,274,375 | 2,058,750 |
| 06/01/2034 | | | 772,125 | 772,125 | |
| 12/01/2034 | 555,000 | 5.000% | 772,125 | 1,327,125 | 2,099,250 |
| 06/01/2035 | | | 758,250 | 758,250 | |
| 12/01/2035 | 585,000 | 5.000% | 758,250 | 1,343,250 | 2,101,500 |
| 06/01/2036 | | | 743,625 | 743,625 | |
| 12/01/2036 | 655,000 | 5.000% | 743,625 | 1,398,625 | 2,142,250 |
| 06/01/2037 | | | 727,250 | 727,250 | |
| 12/01/2037 | 690,000 | 5.000% | 727,250 | 1,417,250 | 2,144,500 |
| 06/01/2038 | | | 710,000 | 710,000 | |
| 12/01/2038 | 765,000 | 5.000% | 710,000 | 1,475,000 | 2,185,000 |
| 06/01/2039 | | | 690,875 | 690,875 | |
| 12/01/2039 | 805,000 | 5.000% | 690,875 | 1,495,875 | 2,186,750 |
| 06/01/2040 | | | 670,750 | 670,750 | |
| 12/01/2040 | 890,000 | 5.000% | 670,750 | 1,560,750 | 2,231,500 |
| 06/01/2041 | | | 648,500 | 648,500 | |
| 12/01/2041 | 930,000 | 5.000% | 648,500 | 1,578,500 | 2,227,000 |
| 06/01/2042 | | | 625,250 | 625,250 | |
| 12/01/2042 | 1,025,000 | 5.000% | 625,250 | 1,650,250 | 2,275,500 |
| 06/01/2043 | | | 599,625 | 599,625 | |
| 12/01/2043 | 1,075,000 | 5.000% | 599,625 | 1,674,625 | 2,274,250 |
| 06/01/2044 | | | 572,750 | 572,750 | |
| 12/01/2044 | 1,175,000 | 5.000% | 572,750 | 1,747,750 | 2,320,500 |
| 06/01/2045 | | | 543,375 | 543,375 | |
| 12/01/2045 | 1,230,000 | 5.000% | 543,375 | 1,773,375 | 2,316,750 |
| 06/01/2046 | | | 512,625 | 512,625 | |
| 12/01/2046 | 1,340,000 | 5.000% | 512,625 | 1,852,625 | 2,365,250 |
| 06/01/2047 | | | 479,125 | 479,125 | |
| 12/01/2047 | 1,405,000 | 5.000% | 479,125 | 1,884,125 | 2,363,250 |
| 06/01/2048 | | | 444,000 | 444,000 | |
| 12/01/2048 | 1,525,000 | 5.000% | 444,000 | 1,969,000 | 2,413,000 |
| 06/01/2049 | | | 405,875 | 405,875 | |
| 12/01/2049 | 1,600,000 | 5.000% | 405,875 | 2,005,875 | 2,411,750 |
| 06/01/2050 | | | 365,875 | 365,875 | |
| 12/01/2050 | 1,730,000 | 5.000% | 365,875 | 2,095,875 | 2,461,750 |
| 06/01/2051 | | | 322,625 | 322,625 | |
| 12/01/2051 | 1,815,000 | 5.000% | 322,625 | 2,137,625 | 2,460,250 |
| 06/01/2052 | | | 277,250 | 277,250 | |
| 12/01/2052 | 1,955,000 | 5.000% | 277,250 | 2,232,250 | 2,509,500 |
| 06/01/2053 | | | 228,375 | 228,375 | |
| 12/01/2053 | 2,055,000 | 5.000% | 228,375 | 2,283,375 | 2,511,750 |
| 06/01/2054 | | | 177,000 | 177,000 | |
| 12/01/2054 | 2,205,000 | 5.000% | 177,000 | 2,382,000 | 2,559,000 |
| 06/01/2055 | | | 121,875 | 121,875 | |
| 12/01/2055 | 4,875,000 | 5.000% | 121,875 | 4,996,875 | 5,118,750 |
| | 32,300,000 | | 35,642,000 | 67,942,000 | 67,942,000 |
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CALL PROVISIONS

34 9.5 METROPOLITAN DISTRICT
Weld County, Colorado
~~~
## GENERAL OBLIGATION BONDS, SERIES 2025

**Call Table: CALL**

| *Call Date* | *Call Price* |
|---|---|
| 12/01/2030 | 103.00 |
| 12/01/2029 | 102.00 |
| 12/01/2030 | 101.00 |
| 12/01/2031 | 100.00 |
~~~

BOND SOLUTION

34 9.5 METROPOLITAN DISTRICT
Weld County, Colorado
~~~
## GENERAL OBLIGATION BONDS, SERIES 2025

| *Period Ending* | *Proposed Principal* | *Proposed Debt Service* | *Debt Service Adjustments* | *Total Adj Debt Service* | *Revenue Constraints* | *Unused Revenues* | *Debt Service Coverage* |
|---|---|---|---|---|---|---|---|
| 12/01/2026 | | 1,615,000 | (1,615,000) | | 60,005 | 60,005 | |
| 12/01/2027 | | 1,615,000 | (1,615,000) | | 524,023 | 524,023 | |
| 12/01/2028 | | 1,615,000 | (1,615,000) | | 879,677 | 879,677 | |
| 12/01/2029 | | 1,615,000 | | 1,615,000 | 1,469,888 | (145,112) | 91.01% |
| 12/01/2030 | 55,000 | 1,670,000 | | 1,670,000 | 1,936,244 | 266,244 | 115.94% |
| 12/01/2031 | 405,000 | 2,017,250 | | 2,017,250 | 2,342,939 | 325,689 | 116.15% |
| 12/01/2032 | 465,000 | 2,057,000 | | 2,057,000 | 2,389,878 | 332,878 | 116.18% |
| 12/01/2033 | 490,000 | 2,058,750 | | 2,058,750 | 2,389,878 | 331,128 | 116.08% |
| 12/01/2034 | 555,000 | 2,099,250 | | 2,099,250 | 2,437,755 | 338,505 | 116.13% |
| 12/01/2035 | 585,000 | 2,101,500 | | 2,101,500 | 2,437,755 | 336,255 | 116.00% |
| 12/01/2036 | 655,000 | 2,142,250 | | 2,142,250 | 2,486,590 | 344,340 | 116.07% |
| 12/01/2037 | 690,000 | 2,144,500 | | 2,144,500 | 2,486,590 | 342,090 | 115.95% |
| 12/01/2038 | 765,000 | 2,185,000 | | 2,185,000 | 2,536,402 | 351,402 | 116.08% |
| 12/01/2039 | 805,000 | 2,186,750 | | 2,186,750 | 2,536,402 | 349,652 | 115.99% |
| 12/01/2040 | 890,000 | 2,231,500 | | 2,231,500 | 2,587,210 | 355,710 | 115.94% |
| 12/01/2041 | 930,000 | 2,227,000 | | 2,227,000 | 2,587,210 | 360,210 | 116.17% |
| 12/01/2042 | 1,025,000 | 2,275,500 | | 2,275,500 | 2,639,034 | 363,534 | 115.98% |
| 12/01/2043 | 1,075,000 | 2,274,250 | | 2,274,250 | 2,639,034 | 364,784 | 116.04% |
| 12/01/2044 | 1,175,000 | 2,320,500 | | 2,320,500 | 2,691,895 | 371,395 | 116.00% |
| 12/01/2045 | 1,230,000 | 2,316,750 | | 2,316,750 | 2,691,895 | 375,145 | 116.19% |
| 12/01/2046 | 1,340,000 | 2,365,250 | | 2,365,250 | 2,745,813 | 380,563 | 116.09% |
| 12/01/2047 | 1,405,000 | 2,363,250 | | 2,363,250 | 2,745,813 | 382,563 | 116.19% |
| 12/01/2048 | 1,525,000 | 2,413,000 | | 2,413,000 | 2,800,809 | 387,809 | 116.07% |
| 12/01/2049 | 1,600,000 | 2,411,750 | | 2,411,750 | 2,800,809 | 389,059 | 116.13% |
| 12/01/2050 | 1,730,000 | 2,461,750 | | 2,461,750 | 2,856,905 | 395,155 | 116.05% |
| 12/01/2051 | 1,815,000 | 2,460,250 | | 2,460,250 | 2,856,905 | 396,655 | 116.12% |
| 12/01/2052 | 1,955,000 | 2,509,500 | | 2,509,500 | 2,914,123 | 404,623 | 116.12% |
| 12/01/2053 | 2,055,000 | 2,511,750 | | 2,511,750 | 2,914,123 | 402,373 | 116.02% |
| 12/01/2054 | 2,205,000 | 2,559,000 | | 2,559,000 | 2,972,486 | 413,486 | 116.16% |
| 12/01/2055 | 4,875,000 | 5,118,750 | (2,559,000) | 2,559,750 | 2,972,486 | 412,736 | 116.12% |
| | 32,300,000 | 67,942,000 | (7,404,000) | 60,538,000 | 71,330,576 | 10,792,576 | |

Note: Coverage Shown at Max Debt Service Mills (45.00)
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EXHIBIT C

FIRST AMENDMENT TO SERVICE PLAN FOR 34 9.5 METROPOLITAN DISTRICT

First Amendment to Town-District IGA

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MEAD, COLORADO AND 34 .5 METROPOLITAN DISTRICT

THIS FIRST AMENDMENT TO AGREEMENT (the "**First Amendment**") is made and entered into as of this ___ day of ____________, 2023, by and between the TOWN OF MEAD, a municipal corporation of the State of Colorado ("**Town**"), and 34 9.5 METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "**District**"). The Town and the District are collectively referred to as the "Parties" and each individually as a "Party."

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District's Service Plan approved by the Town on July 27, 2020 ("**Service Plan**"); and

WHEREAS, in accordance with the Service Plan, the Town and District executed that certain Intergovernmental Agreement, dated February 8, 2021 (the "**Agreement**"); and

WHEREAS, on __________, 2023, Town approved a First Amendment to the Service Plan; and

WHEREAS, pursuant to Section 33 of the Agreement, the Agreement may be amended, modified, changed, or terminated in whole or in part by written agreement duly authorized and executed by the Parties; and

WHEREAS, the Town and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this First Amendment to account for amendments made in the First Amendment to the Service Plan.

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Maximum Debt Authorization. Section 8 of the Agreement is hereby amended and replaced in its entirety with the following language:

> The District shall not issue Debt in excess of $22,643,200.92 which amount is specifically set forth and referenced in the Capital Plan and subject to the requirements and limitations of the Service Plan, or such other maximum debt authorization as may be shown and set forth with specificity in a revised Capital Plan approved pursuant to an intergovernmental

agreement with the Town, provided that the foregoing shall not include the principal amount of Debt that has been refunded by the issuance of refunding Debt.

2. Notices. In accordance with Section 32 of the Agreement, all notices, demands, requests or other communications to be sent to the District shall be addressed as follows:

To the District:
34 9.5 Metropolitan District
c/o Icenogle Seaver Pogue, P.C.
4725 S. Monaco Street, Suite 360
Denver, CO 80237
Attn: Jennifer L. Ivey
Email: JIvey@ISP-Law.com

3. Section 20 of the Agreement is hereby amended and replaced in its entirety with the following language:

The Maximum Debt Mill Levy shall be forty (40) mills, subject to Gallagher Adjustment.

4. Section 22 of the Agreement is hereby amended and replaced in its entirety with the following language:

The Maximum Operating Mill Levy shall be a mill levy that the District is permitted to impose for payment of the District's administrative, operations and maintenance costs, which shall include, but not be limited to, the funding of operating reserves and sufficient ending fund balances to assure sufficient cash flow to fund expenses as they come due. The Maximum Operating Mill Levy shall be five (5) mills, subject to Gallagher Adjustment, but in no case shall exceed the maximum mill levy necessary to pay the expenses enumerated in this Section.

5. Section 23 of the Agreement is hereby amended and replaced in its entirety with the following language:

The Maximum Aggregate Mill Levy that the District is permitted to impose shall not exceed forty-five (45) mills, subject to Gallagher Adjustment. The Maximum Aggregate Mill Levy does not include the Town O&M Mill Levy.

6. Full Force and Effect. Except as expressly modified by this First Amendment, all other provisions of the Agreement shall remain in full force and effect.

[Remainder of page intentionally left blank.]

34 9.4 METROPOLITAN DISTRICT

____
By: Steve Schroyer
Its: President

ATTEST:

____
By: Roger G. Hollard
Its: Secretary

TOWN OF MEAD, COLORADO

____
By:_____________________________________
Its: _____________________________________

ATTEST:

____
By:___________________________________
Its: __________________________________

APPROVED AS TO FORM:

____
By:___________________________________
Its: __________________________________

ICENOGLE SEAVER POGUE

July 24, 2023

VIA EMAIL

Mary Strutt, Town Clerk
Town of Mead
441 Third Street
Mead, CO 80542
mstrutt@townofmead.org

Marcus A. McAskin, Town Attorney
Michow Cox & McAskin LLP
6530 S. Yosemite St., Suite 200
Greenwood Village, CO 80111
marcus@mcm-legal.com

Re: Letter of Intent Pursuant to Chapter 12 of the Mead Municipal Code for First Amendment to Service Plan for 34 9.5 Metropolitan District

Dear Ms. Strutt and Mr. McAskin:

On behalf of the Board of Directors of 34 9.5 Metropolitan District (the "District"), enclosed please find an electronic copy of the proposed First Amendment to the Service Plan for the District (the "Amendment"). As requested by Mr. McAskin and in accordance with Chapter 12 of the Mead Municipal Code, Metropolitan Districts, the District further provides the following explanation and/or demonstration for the Amendment:

1. Rationale for Seeking an Amendment to the Service Plan

a. Development and Construction of Public Facilities

The Board of Directors of the District (the "Board") has determined it to be in the best interest of the District to seek this Amendment in order to increase the Maximum Debt Authorization from $12,530,588 to $32,300,000. This adjustment is necessary as a result of recent inflation, drastically increased construction costs, and ever-changing market conditions. Given the current volatile market conditions, this requested adjustment is intended to provide the District with the financial flexibility to efficiently finance the development and construction of anticipated Public Improvements for the planned commercial and light-industrial development without additional revisions to Maximum Debt Authorization. Accordingly, the proposed adjustment does include a contingency in excess of the Town's recommended percentage. Correspondingly, and in line with other commercial-only developments within the Town, the Board has determined that the Maximum Debt Mill Levy, Maximum Operating Mill Levy, and Maximum Aggregate Mill Levy can be lowered in consideration of the current and anticipated users and taxpayers of the District. To ensure the District receives the most beneficial and cost-effective bond issuance to finance the costs of the Public Improvements, the Amendment is needed to increase debt issuance limit in a way that will best serve the economic interests of the current and anticipated users and taxpayers of the District.

b. Clarification to Address Legislative Ambiguity

The Board has also determined that additional clarification to the Service Plan would be beneficial to avoid ambiguity regarding the authorized Gallagher Adjustment in light of the repeal of the Gallagher Amendment and subsequent legislation effectuating changes, most notably Senate Bill 22-238 and SB 23-303. Specifically, the proposed Amendment clearly sets forth that any constitutional or legislative changes in the actual value against which the assessment rate is applied shall be determined to be a change in the method of calculating assessed valuation.

2. A Detailed Description of the Public Improvements that the District intendeds to finance, operate, and/or maintain

An updated Capital Plan has been prepared and is included as Exhibit A to the Amendment which has been updated to reflect current development plans and cost estimates.

We respectfully request consideration of the First Amendment to the Service Plan for the District. If you have any questions or need any additional information, please contact me. Thank you in advance for your assistance.

Sincerely,

ICENOGLE SEAVER POGUE
A Professional Corporation

Jennifer L. Ivey

Enclosures

cc: Board of Directors, 34 9.5 Metropolitan District

CERTIFICATE OF MAILING

I hereby certify that a true and correct copy of the NOTICE OF PUBLIC HEARING ON FIRST AMENDMENT TO SERVICE PLAN FOR 34 9.5 METROPOLITAN DISTRICT for the 34 9.5 Metropolitan District, Town of Mead, County of Weld, State of Colorado, attached hereto as EXHIBIT A, was mailed on Monday, August 28, 2023, on behalf of the petitioner and pursuant to Sections 32-1-204 (1) and (1.5), C.R.S., by placing said Notice in an envelope with U.S. Mail, first-class postage prepaid and addressed to (1) the owners of record of all property within the 34 9.5 Metropolitan District as such owners of record are listed on the records of the Weld County Assessor on the date requested, (2) the State of Colorado Division of Local Government; and (3) the governing body of any municipality or Title 32 district which has levied an ad valorem tax within the next preceding tax year, and which has boundaries within a radius of three miles of the 34 9.5 Metropolitan District's boundaries, as set forth in EXHIBIT B attached hereto.

Dated this 28th day of August 2023.

By: Joe Martinez

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 28th day of August, 2023, by Joe Martinez as an individual.

WITNESS my hand and official seal.

My commission expires: April 1, 2025

(S E A L)

L. NOEL NAIL
NOTARY PUBLIC, STATE OF COLORADO
Denver County
Commission # 20214013027
My Commission Expires April 1, 2025

L. Noël Nail
Notary Public

EXHIBIT A
NOTICE

STATE OF COLORADO, COUNTY OF WELD, TOWN OF MEAD

NOTICE OF PUBLIC HEARING ON FIRST AMENDMENT TO SERVICE PLAN FOR 34 9.5 METROPOLITAN DISTRICT

PUBLIC NOTICE IS HEREBY GIVEN that there has been filed with the Town of Mead, Colorado, a "First Amendment to Service Plan for 34 9.5 Metropolitan District, Town of Mead, Colorado" (the "Amended Service Plan") for the 34 9.5 Metropolitan District (the "District"). The Amended Service Plan is available for public inspection in the office of the Town of Mead, Town Clerk, 441 Third Street, Mead, Colorado 80542, telephone number: 970-535-4477.

NOTICE IS HEREBY FURTHER GIVEN that the Board of Trustees of the Town of Mead (the "Board of Trustees") will hold a public hearing at 6:00 P.M., on Monday, the 25th day of September 2023, or as soon thereafter as the Board of Trustees may hear such matter, with the public hearing to be held at Mead Town Hall, 441 3rd Street, Mead, Colorado 80542 with remote participation (via Zoom at the following link: https://us02web.zoom.us/webinar/register/WN_irDH4x_ER1yZSo6clo_2Zg), for the purpose of considering the adequacy of the Amended Service Plan and to form a basis for adopting a Resolution approving, disapproving, or conditionally approving the Amended Service Plan for the District.

The District is a metropolitan district as that term is defined in Section 32-1-103(10), C.R.S. The District's boundaries are located entirely within the Town of Mead, and include approximately one hundred sixty-seven (167) acres located generally at the northeast corner of Interstate 25 and Weld County Road 34.

The District seeks approval of the Amended Service Plan for the following purposes:

- To increase the Maximum Debt Authorization of the District to $32.3 million dollars;
- To establish that the Maximum Debt Mill Levy of the District shall not exceed forty (40) mills, subject to Mill Levy Adjustment;
- To establish that the Maximum Operating Mill Levy of the District shall not exceed five (5) mills, subject to Mill Levy Adjustment; and
- To establish that the Maximum Aggregate Mill Levy of the District shall not exceed forty-five (45) mills, subject to Mill Levy Adjustment

(as those terms are defined in the Amended Service Plan).

NOTICE IS HEREBY FURTHER GIVEN that, pursuant to Section 32-1-203(3.5), C.R.S., as amended, an owner of real property within the District may file a petition with the Board of Trustees, stating reasons why said property should not be included in the District and requesting that such real property be excluded from the District. Such petition may be filed no later than ten (10) days before the day fixed for the public hearing on the Amended Service Plan, but the Board of Trustees shall not be limited in its action with respect to the exclusion of territory based upon such request. Any request for exclusion shall be acted upon before the final action of the Board of Trustees.

NOTICE IS HEREBY FURTHER GIVEN that all protests and objections must be submitted in writing to the Town Clerk at or prior to the public hearing or any continuation or postponement thereof in order to be considered, and that all protests and objections to the Amended Service Plan shall be deemed waived unless presented at the time and in the manner specified above.

Dated this 22nd day of August 2023.

/s/ By Order of the Town Clerk
Town Clerk, Town of Mead

Publish In: *Longmont Times-Call*
Publish On: Wednesday, August 30, 2023

EXHIBIT B

RECIPIENTS/INTERESTED PARTIES RECEIVING NOTICE OF HEARING AS DESCRIBED IN THE CERTIFICATE OF MAILING

WCR 34 & Hwy 25-220 LLC
2424 Ridge Rd
Rockwall, Tx 75087-5116

Red Barn Metro District
C/O Fritsche Law, LLC
405 Urban Street #310
Lakewood, Co 80228

Red Barn Metro District
C/O Public Alliance LLC
405 Urban Street #310
Lakewood, Co 80228

School DIST R2J-Loveland
800 South Taft Avenue
Loveland, Co 80537

School DIST Re1-Gilcrest
Po Box 157
Gilcrest, Co 80623

School DIST Re1J-Longmont
395 South Pratt Parkway
Longmont, Co 80501

School DIST Re5j-Johnstown
110 S. Centennial Drive Suite A
Miliken, Co 80543

St. Vrain Lakes Metro 1, 3, & 4
C/O Pinnacle Consulting Group Inc.
550 W. Eisenhower Boulevard
Loveland, Co 80537

St. Vrain Left Hand Water (SVW)
1715 Iron Horse Drive Suite 250
Longmont, Co 80501

St. Vrain Sanitation
District
1307 Business Park Circle
Firestone, Co 80504

Thompson Rivers Park & Recreation
District
320 Centennial Drive B
Miliken, Co 80543

Turion Metropolitan District No. 2
C/O Icenogle Seaver Pogue, P.C.
4725 S. Monaco St. Suite 360
Denver, Co 80237

Turion South Metropolitan
District Nos. 1-10
C/O Icenogle Seaver Pogue, P.C.
4725 S. Monaco St. Suite 360
Denver, Co 80237

Waterfront At Foster Lake Metropolitan
District No. 2
C/O Spencer Fane LLP
1700 Lincoln St Suite 2000
Denver, Co 80203

Weld County
1150 O St.
Greeley, 80631

Westridge Metropolitan
District Nos. 1-5
C/O Pinnacle Consulting Group Inc.
550 W. Eisenhower Blvd
Loveland, Co 80537

Westridge Metropolitan District Nos. 1-5
C/O Pinnacle Consulting Group Inc.
6355 Fairgrounds Avenue
Windsor, Co 80550

High Plains Library
2650 W. 29th Street
Greeley, Co 80631

Little Thompson Water
(LTW)
835 E. State Highway 56
Berthoud, Co 80513

Longmont Conservation
9595 Nelson Road Box D
Longmont, Co 80501

Mead Town
Po Box 626
Mead, Co 80542

Mead Town (Hall)
441 Third Street
Mead, Co 80542

Mead Urban Renewal Authority
441 Third Street
Mead, Co 80542

Mountain View Fire Protection District
3561 N. Stagecoach Road
Longmont, Co 80504

Northern Colorado
Water (NCW)
220 Water Avenue
Berthoud, Co 80513

Division Of Local Government
1313 Sherman Street #521
Denver, Co 80203

Access 25 Metropolitan District Nos. 1-6
C/O Spencer Fane LLP
1700 Lincoln St. Suite 2000
Denver, Co 80203

Access 25 Metropolitan District Nos.
1-6
C/OPinnacle Consulting Group INC.
550 W. Eisenhower Boulevard
Loveland, Co 80537

Aims Community College
Po Box 69
Greeley, Co 80632

Aims Community College
5401 West 20th Street
Greeley, Co 80634

Berthoud Fire Protection District
Po Box 570
Berthoud, Co 80513

Berthoud Fire Protection District
275 Mountain Avenue
Berthoud, Co 80513

Berthoud Town
Po Box 1229
Berthoud, Co 80513

Town Of Berthoud
807 Mountain Avenue
Berthoud, Co 80513

Carbon Valley Park and Recreation District
701 Fifth Street
Frederick, Cxo 80530

Central Firestone Ura (CFURA)
9950 Park Avenue
Firestone, Co 80504

Firestone Urban Renewal Authority
9950 Park Avenue
Firestone, Co 80504

Douthit Metro District
C/O White Bear Ankele Tanaka & Waldron P.C.
54 East Commons Avenue St. 2000
Centennial, Co 80122

Elevation 25 General Improvement District
C/O Town of Mead
441 Third Street
Mead, Co 80542

Firestone Town
C/O Town of Firestone
Po Box 100
Firestone, Co 80520

Firestone Town
9950 Park Avenue
Firestone, Co 80504

Frederick-Firestone Fire Protection District
Po Box 129
Frederick, Co 80530

Frederick-Firestone Fire Protection District
8426 Kosmerl Place
Frederick, Co 80504

Front Range Fire Rescue Fire Protection District
101 S. Irene Avenue
Miliken, Co 80543

Front Range Fire Rescue Fire Protection District
Po Box 130
Miliken, Co 80543

Highlands-Mead Metropolitan District
C/O White Bear Ankele Tanaka & Waldron P.C.
2154 East Commons Avenue St. 2000
Centennial, Co 80122

Highlands Mead Metropolitan District
Teleos Management Group
6833 S. Dayton Street Suite 163
Greenwood Village, Co 80112

JDV Metropolitan District
C/O White Bear Ankele Tanaka & Waldron P.C.
2154 East Commons Avenue St. 2000
Centennial, Co 80122

Kiteley Ranch Metropolitan District
C/O Icenogle Seaver Pogue, P.C.
4725 S. Monaco St. Suite 360
Denver, Co 80237

Larimer Conservation District
2150 Centre Avenue Building A, St.116
Fort Collins, Co 80526

Larimer Conservation District
2150 Centre Avenue Building A, St.147
Fort Collins, Co 80526

Liberty Mead Metropolitan District
Centennial Consulting Group
2619 Canton Court Suite A
Fort Collins, Co 80525

Liberty Ranch Metropolitan District
C/O Special District Management Services, Inc.
141 Union Boulevard Suite 150
Lakewood, Co 80228

Longs Peak Water District
9875 Vermillion Road
Longmont, Co 80504

Longs Peak Water District
7400 East Orchard Road Suite 3300
Greenwood Village, Co 80111

Mead Place Metropolitan District Nos. 1-12 C/O White Bear Ankele Tanaka & Waldron P.C.
2154 East Commons Avenue St. 2000
Centennial, Co 80122

Mead Village Metropolitan District Nos. 1&2
C/O Vintage Homes and Lands LLC
200 West Hampton Avenue Suite 201
Englewood, Co 80110

Mead Village Metropolitan District Nos. 3&4
C/O White Bear Ankele Tanaka & Waldron P.C.
2154 East Commons Avenue Suite 2000
Centennial, Co 80122

Mead Western Meadows Metropolitan District Special District Solutions, Inc
2370 Antelope Ridge Trail
Parker, Co 80138

Meadow Ridge Commercial Metropolitan District
C/O Miller & Associates Law Offices, LLC
1641 California Street Suite 300
Denver, Co 80202

Meadow Ridge Metropolitan District Nos. 1-3
C/O Miller & Associates Law Offices, LLC
1641 California Street Suite 300
Denver, Co 80202

Platteville-Gilcrest Fire Protection District
Po Box 407
Platteville, Co 80651

Platteville-Gilcrest Fire Protection District
202 Main Street
Platteville, Co 80651

Range View Estates Metropolitan District
C/O Pinnacle Consulting Group Inc.
550 W. Eisenhower Boulevard
Loveland, Co 80537

STATE OF COLORADO, COUNTY OF WELD, TOWN OF MEAD
NOTICE OF PUBLIC HEARING ON FIRST AMENDMENT TO SERVICE PLAN FOR 34 9.5 METROPOLITAN DISTRICT

PUBLIC NOTICE IS HEREBY GIVEN that there has been filed with the Town of Mead, Colorado, a "First Amendment to Service Plan for 34 9.5 Metropolitan District, Town of Mead, Colorado" (the "Amended Service Plan") for the 34 9.5 Metropolitan District (the "District"). The Amended Service Plan is available for public inspection in the office of the Town of Mead, Town Clerk, 441 Third Street, Mead, Colorado 80542, telephone number: 970-535-4477.
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https://us02web.zoom.us/webinar/register/WN_irDH4x_ER1yZSo6clo_2Zg),
for the purpose of considering the adequacy of the Amended Service Plan and to form a basis for adopting a Resolution approving, disapproving, or conditionally approving the Amended Service Plan for the District.
The District is a metropolitan district as that term is defined in Section 32-1-103(10), C.R.S. The District's boundaries are located entirely within the Town of Mead, and include approximately one hundred sixty-seven (167) acres located generally at the northeast corner of Interstate 25 and Weld County Road 34.
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¶ To establish that the Maximum Debt Mill Levy of the District shall not exceed forty (40) mills, subject to Mill Levy Adjustment;
¶ To establish that the Maximum Operating Mill Levy of the District shall not exceed five (5) mills, subject to Mill Levy Adjustment; and
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Dated this 22nd day of August 2023.

/s/ By Order of the Town Clerk
Town Clerk, Town of Mead

Published: Longmont Times Call August 30, 2023-1999450

Prairie Mountain Media, LLC

PUBLISHER'S AFFIDAVIT

County of Boulder
State of Colorado

The undersigned, Agent, being first duly sworn under oath, states and affirms as follows:

1. He/she is the legal Advertising Reviewer of Prairie Mountain Media LLC, publisher of the *Longmont Times Call.*
2. The *Longmont Times Call* is a newspaper of general circulation that has been published continuously and without interruption for at least fifty-two weeks in Boulder County and meets the legal requisites for a legal newspaper under Colo. Rev. Stat. 24-70-103.
3. The notice that is attached hereto is a true copy, published in the *Longmont Times Call* in Boulder County on the following date(s):

Aug 30, 2023

Shayla Najera
Signature

Subscribed and sworn to me before me this
30th day of August, 2023.

Melissa L Najera
Notary Public

(SEAL)

MELISSA L NAJERA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20064049936
MY COMMISSION EXPIRES DEC. 11, 2026

Account: 1051343
Ad Number: 1999450
Fee: $61.77

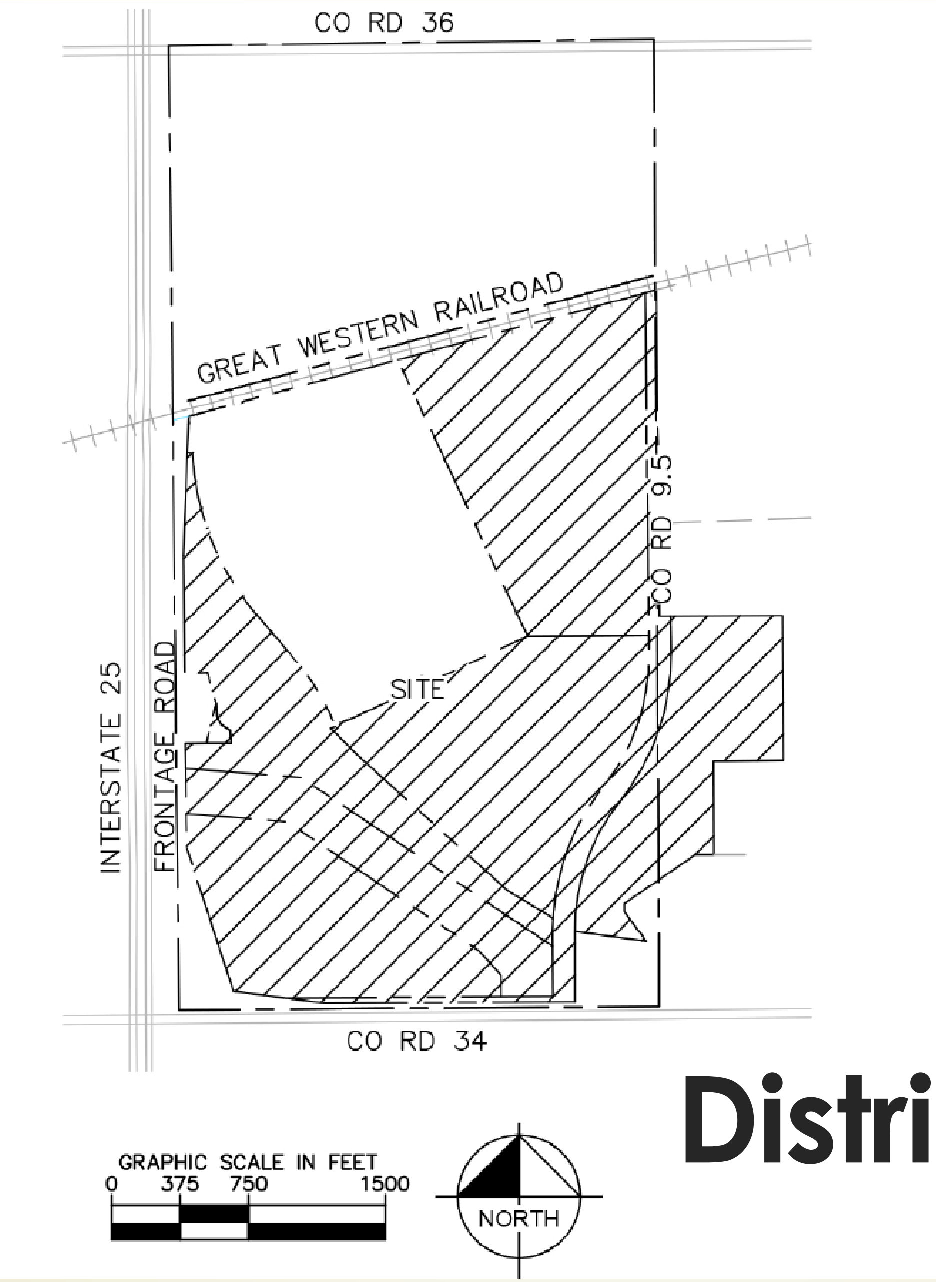
1.4

Section a, Item i.

First Amendment to Service Plan for 34 9.5 Metropolitan District

Town of Mead Board of Trustees

September 25, 2023



2

District Vicinity Map

Original Service Plan

- Approved by the Town on July 27, 2020
- Debt Limitations
  - $12,530,588 Debt Limit
  - Maximum Debt Mill Levy of 45 mills, subject to Gallagher Adjustment
- Public Improvements
  - Estimates cost of $12,530,588 for public improvements to be constructed within the District

Current Estimated Cost of Public Improvements

- Since the approval of the Service Plan estimated costs of public improvements have increased to an estimated $22,643,200.92, inclusive of contingency costs and volatile construction market estimates, as a result of recent inflation, drastically increasing construction costs, and ever-changing market conditions

- As a result, current Service Plan debt limitations are not adequate to cover the anticipated costs at the time of construction of the public improvements necessary for the development

First Amendment to Service Plan

- Address Legislative Ambiguity After Repeal of the Gallagher Amendment
  - Replaces "Gallagher Adjustment" with "Mill Levy Adjustment"
  - Expressly considers constitutional or legislative changes in the actual value against which the assessment rate is applied to be a change in the method of calculating assessed valuation
- Limitations on Debt
  - District General Obligation Debt Limit of $32,300,000
  - Developer Debt subject to requirements of Section 32-1-1101(7), C.R.S.
- Reduction in Maximum Mill Levies
  - Maximum Debt Mill Levy of 40 mills, subject to Mill Levy Adjustment
  - Maximum Operating Mill levy of 5 mills, subject to Mill Levy Adjustment
  - Maximum Aggregate Mill levy of 45 mills, subject to Mill Levy Adjustment
- District to maintain website in accordance with Section 32-1-104.5, C.R.S.
- First Amendment to Town-District IGA

6

Service Plan Meets Statutory & Mead Municipal Code Criteria for Approval

- There is sufficient existing and projected need for organized service in the area to be served by the special district.
- The existing service in the area to be served by the special district is inadequate for present and projected needs.
- The special district is capable of providing economical and sufficient service to the area within its boundaries.
- The area to be included in the special district has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.
- The proposed amendment to service plan is in substantial compliance with Chapter 12 of the Mead Municipal Code including but not limited to the requirements of Section 12-2-20

Criterion 1 – Projected Need

"There is sufficient existing and projected need for organized service in the area to be serviced by the special district."

- Construction of necessary public improvements is needed to sufficiently serve the future property owners
- Necessary public improvements include but are not limited to roadway improvements, roadway landscaping, storm sewer improvements.

Criterion 2 – Inadequate Existing Service

"The existing service in the area to be served by the special district is inadequate for present and projected needs."

- There are currently no other governmental or district entities located in the vicinity that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, and financing of the improvements needed for the project.

- The District will provide funding for the necessary public improvements

Criterion 3 – Economical & Sufficient Service & Criterion 4 – Financial Ability

9

"The special district is capable of providing economical and sufficient service to the area within its proposed boundaries."

"The area to be included in the special district has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis."

- Updated Financial Plan, Exhibit B to proposed First Amendment to Service Plan
- The Maximum Debt Mill Levy, Maximum Operating Mill Levy, and Maximum Aggregate Mill Levy can be lowered in consideration of the current and anticipated users and taxpayers of the District

Criterion 5 – Mead Municipal Code

"The proposed amendment to service plan is in substantial compliance with Chapter 12 of the Mead Municipal Code including but not limited to the requirements of Section 12-2-20"

- Updated Capital Plan, Exhibit A to proposed First Amendment to Service Plan

- Updated Financial Plan, Exhibit B to proposed First Amendment to Service Plan

Questions?

Agenda Item Summary

MEETING DATE:	September 25, 2023
SUBJECT:	**Resolution No. 65-R-2023** – A Resolution of the Town of Mead, Colorado, Approving a Sanitary Sewer and Stormwater Improvements Easement Agreement Establishing Terms and Conditions Associated with the Grant of an Easement Encumbering Town Property located at 242 Main Street
PRESENTED BY:	Helen Migchelbrink, Town Manager
THROUGH:	Marcus McAskin, Town Attorney

SUMMARY

The proposed resolution ("Resolution") approves a Sanitary Sewer and Stormwater Improvements Easement Agreement ("Easement Agreement") between the Town and Welcome Realty, LLC 401k PSP and Reliable Lending Services, LLC, who are the current record owners of 234 Main Street (together, the "Owner").

234 Main Street is the site of the Mead Towne Center project (the "MTC Project"). The Owner is currently working with the Town to complete the MTC Project.

As relevant to this specific action item, the Owner has requested a permanent easement across Town-owned property located at 242 Main Street for the purpose of installing certain storm and sanitary sewer improvements required for the completion of the MTC Project (the "Easement").

Town Staff is recommending approval of the Resolution.

The Resolution: (1) approves the Easement Agreement, and (2) authorizes the Town Manger to execute the Easement Agreement on behalf of the Town once in final form and following the date on which the Owner has remitted the $30,000 payment to the Town as consideration for the Easement.

ADDITIONAL BACKGROUND

The MTC Project site plan was conditionally approved by the Board of Trustees in August 2017 through adoption of Ordinance No. 850.

As noted above, the Owner is currently working with Town Staff to complete the MTC Project, including satisfying certain conditions set forth in Ordinance No. 850 that remain outstanding.

Certain conditions required by Ordinance No. 850 were outstanding for several years (while the MTC Project was owned by a predecessor in title), including an obligation of the owner/developer of the MTC Project to secure, as relevant here, ". . . appropriate easements across the adjacent property to the north/northeast . . . to accommodate [storm sewer and sanitary sewer lines] connecting to existing infrastructure in Fairbairn Avenue."

The Town owns property located immediately to the north of the MTC Project, commonly known as 242 Main Street ("Town Property"). The Town acquired the Town Property in March of 2022[1].

The Owner has requested the Easement across the Town Property for the purpose of installing certain storm and sanitary sewer improvements required for the completion of the MTC Project (together, the "Improvements"). The Easement Agreement requires that the Improvements be completed in accordance with construction plans reviewed and approved by the Town (the "Approved Plans").

The terms and conditions associated with the proposed Easement are set forth in the Easement Agreement, a copy of which is attached to the Resolution as **Exhibit 1**.

The Easement Agreement requires the Owner to pay the Town thirty thousand dollars ($30,000.00) for the Easement and incentivizes the Owner to complete the installation of the Improvements on or before June 1, 2024.

The June 1, 2024 date is important because the Town is planning certain parking, sidewalk, landscaping and appurtenant improvements on the Town Property in the summer/fall of 2024 as part of the Town's Recreation & Community Center project ("Community Center Project").

Conditioned on the Owner completing the installation of the Improvements by the June 1, 2024 deadline, the Easement Agreement requires the Town to pay a "Timely Completion Incentive" to the Owner in the amount of fifteen thousand dollars ($15,000.00). The Timely Completion Incentive benefits both the Town and the Owner. The Owner benefits by reducing its net cost of acquiring the Easement and the Town benefits by incentivizing the Owner to complete the Improvements prior to the Town commencing work on the Town Property associated with the Community Center Project.

As summarized above, the Resolution: (1) approves the Easement Agreement, and (2) authorizes the Town Manger to execute the Easement Agreement on behalf of the Town once in final form and following the date on which the Owner has remitted the $30,000 payment to the Town.

In addition, the Resolution authorizes the Town Manager (or her designee) to remit the Timely Completion Incentive of $15,000 to Owner if Owner completes the Improvements no later than June 1, 2024 and instructs the Town Clerk to record the fully executed Easement Agreement in the Weld County real property records.

Approval of the Resolution by the Board of Trustees (approving the Easement Agreement) will also assist the Owner with satisfying one of the outstanding conditions set forth in Ordinance No. 850.

FINANCIAL CONSIDERATIONS

The Easement Agreement requires a $30,000 payment from the Owner to secure the Easement.

If the Owner completes the Improvements on or before June 1, 2024, the Easement Agreement requires the Timely Completion Incentive payment of $15,000 (conditioned on the Owner submitting a request in writing for payment of same to the Town Manager).

---

[1] Town vesting deed (special warranty deed) recorded on March 3, 2022 at Reception No. 4807319 in the Weld County, Colorado real property records.

If the Owner qualifies for payment of the Timely Completion Incentive, the Town will receive a net consideration of $15,000 for the Easement encumbering the Town Property.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends approval of the Resolution approving the Easement Agreement.

Suggested Motion – "I move to adopt Resolution No. 65-R-2023, A Resolution of the Town of Mead, Colorado, Approving a Sanitary Sewer and Stormwater Improvements Easement Agreement Establishing Terms and Conditions Associated with the Grant of an Easement Encumbering Town Property located at 242 Main Street."

ATTACHMENTS

Resolution No. 65-R-2023
Exhibit 1 - Sanitary Sewer and Stormwater Improvements Easement Agreement

TOWN OF MEAD, COLORADO
RESOLUTION NO. 65-R-2023

A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING A SANITARY SEWER AND STORMWATER IMPROVEMENTS EASEMENT AGREEMENT ESTABLISHING TERMS AND CONDITIONS ASSOCIATED WITH THE GRANT OF AN EASEMENT ENCUMBERING TOWN PROPERTY LOCATED AT 242 MAIN STREET

WHEREAS, the Town of Mead ("Town") is authorized pursuant to C.R.S. § 31-15-101(1) to acquire, hold, lease and dispose of property, both real and personal, and to exercise such other incidental and implied powers as may be necessary to carry out the proper management of Town property; and

WHEREAS, the Town owns certain real property commonly known as 242 Main Street ("Town Property"); and

WHEREAS, Welcome to Realty, LLC 401k PSP and Reliable Lending Services, LLC (together, "Owner") have requested an easement across a portion of the Town Property to permit the construction and continued operation, maintenance, inspection, repair, alteration and replacement of certain sanitary sewer and stormwater improvements (the "Improvements") for the benefit of Owner's adjacent property located at 234 Main Street and commonly known as the Mead Towne Center project ("Benefitted Property"); and

WHEREAS, the portion of the Town Property that is proposed to be encumbered by the easement is described with specificity in **Exhibit A** of that certain Sanitary Sewer and Stormwater Improvements Easement Agreement between the Town and Owner ("Easement Agreement"), a copy of which is attached hereto as **Exhibit 1** and incorporated herein by this reference; and

WHEREAS, the Easement Agreement requires the Owner to complete the installation and placement of the Improvements in accordance with the construction plans reviewed and approved by the Town (the "Approved Plans"); and

WHEREAS, the Board of Trustees desires to approve the Easement Agreement and grant a perpetual, non-exclusive easement to the Owner for the purpose of installing and maintaining the Improvements, subject to the terms and conditions of the Easement Agreement; and

WHEREAS, the Board of Trustees further desires to authorize the Town Manager to execute the Easement Agreement on behalf of the Town when in final form.

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

Section 1. The Board of Trustees hereby: (a) approves the Easement Agreement in substantially the same form attached to this Resolution as **Exhibit 1**; (b) authorizes the Town Attorney, in cooperation with the Mayor and Town Manager, to make non-material changes to the Easement Agreement that do not increase the Town's obligations; (c) authorizes the Town Manager to execute the Easement Agreement on behalf of the Town when in final form and following the date on which the Owner has remitted the thirty thousand dollar ($30,000.00) payment to the Town; and (d) authorizes the Town Manager or designee to remit the Timely Completion Incentive (as that term is defined in the Easement Agreement) to Owner if Owner completes the installation and placement of the Improvements in accordance with the Approved Plans no later than June 1, 2024.

Section 2. Following execution of the Easement Agreement by the Town Manager, the Town Clerk shall record the fully executed Easement Agreement in the real property records of Weld County, Colorado.

Section 3. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining issues of this Resolution.

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

Section 5. **Certification.** The Town Clerk shall certify to the passage of this Resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED AND ADOPTED THIS 25TH DAY OF SEPTEMBER, 2023.

ATTEST: **TOWN OF MEAD:**

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

By: ____________________________________ Colleen G. Whitlow, Mayor

<u>Exhibit 1</u>
Sanitary Sewer and Stormwater Improvements Easement Agreement

[*see attached document*]

Following recordation, return to:

Town Clerk
Town of Mead
441 Third Street
P.O. Box 626
Mead, CO 80542

SANITARY SEWER AND STORMWATER IMPROVEMENTS EASEMENT AGREEMENT (242 MAIN STREET)

This **EASEMENT AGREEMENT** ("Agreement") is 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 "Grantor"), and **WELCOME TO REALTY, LLC 401k PSP**, a Trust, whose address is P.O. Box 270145, Fort Collins, Colorado 80527 and **RELIABLE LENDING SERVICES, LLC**, a Colorado limited liability company (together, "Grantee") (the "Parties"). This Agreement shall be effective on the date of mutual execution by the Parties ("Effective Date").

For and in the consideration of the payment of Thirty Thousand Dollars ($30,000.00) and other good and valuable consideration set forth herein, the sufficiency and receipt of which is hereby acknowledged by Grantor, Grantor hereby grants, bargains, sells, and conveys to Grantee a perpetual non-exclusive easement, in, on, to, through, over, under, and across that certain real property described in **EXHIBIT A** attached hereto and incorporated herein by this reference (the "Easement"), for the construction and continued operation, maintenance, inspection, repair, alteration and replacement of certain sanitary sewer and stormwater improvements serving Grantee's adjacent property located at 234 Main Street (the "Benefitted Property") and all necessary and related improvements associated therewith as specifically shown and referenced in construction plans for the Mead Towne Center project reviewed and approved by the Town (the "Approved Plans") (collectively, the "Improvements"). The grant of the Easement to Grantee is subject to the following terms and conditions:

1. <u>Easement</u>. The boundaries of the Easement are limited to the property specifically described in **EXHIBIT A**, attached hereto and incorporated by reference (the "Easement Area"). The Easement Area is located entirely within the following property owned by the Town:

   <u>PARCEL A</u>:
   THE NORTH 75 FEET OF BLOCK 6, THE TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO, EXCEPTING THEREFROM THAT PORTION OF SAID BLOCK 6, CONVEYED TO THE GREAT WESTERN RAILWAY COMPANY BY WARRANTY DEED RECORDED MARCH 20, 1906 IN BOOK 241 AT PAGE 27, WELD COUNTY RECORDS,

PARCEL B:
THE SOUTH HALF OF VACATED FAIRBAIRN AVENUE INSOFAR AS IT ABUTS THE NORTH 75 FEET OF BLOCK 6, OF THE TOWN OF MEAD, AS DESCRIBED IN ORDINANCE 421 RECORDED DECEMBER 21, 2001 UNDER RECEPTION NO. 2911126, ALSO TOGETHER WITH THE SOUTH HALF OF THAT PORTION OF VACATED FAIRBAIRN AVENUE INSOFAR AS IT ABUTS THE NORTH 75 FEET OF BLOCK 6, OF THE TOWN OF MEAD, AS DESCRIBED IN ORDINANCE 243 RECORDED MAY 7, 2001 UNDER RECEPTION NO. 2846383.

commonly known as 242 Main Street, Mead, Colorado and being the same property as described in that certain Special Warranty Deed recorded on March 3, 2022 at Reception No. 4807319 in the Weld County, Colorado real property records ("Town Property").

2. Installation and Placement of Improvements. Grantee shall install and place all Improvements in accordance with the Approved Plans within the Easement Area. Grantee agrees and understands that the Improvements and the installation thereof shall not substantially interfere with any structures existing as of the Effective Date or subsequently placed on the Easement Area by Grantor, the use thereof, or the use of the Easement Area by Grantor of any such existing or planned structures.

3. Completion of Improvements. Grantee shall complete the installation and placement of the Improvements in accordance with the Approved Plans **no later than June 1, 2024** ("Outside Completion Date"). If Grantee completes the installation and placement of the Improvements in accordance with the Approved Plans on or before the Outside Completion Date, the Town shall pay fifteen thousand dollars ($15,000.00) to Grantee ("Timely Completion Incentive"), with the Timely Completion Incentive to be paid to Grantee within thirty (30) days of Grantee submitting a payment request to the Town Manager in writing. If Grantee fails to complete the installation and placement of the Improvements in accordance with the Approved Plans by the Outside Completion Date, Grantee shall forfeit any and all right or interest Grantee may have in the Timely Completion Incentive.

4. Use of Easement. Grantee shall not use the Easement Area for any use other than those uses permitted herein. Grantee, its agents, successors, and permitted assigns shall have the right to enter upon the Easement Area and to survey, construct, reconstruct, install, operate, use, maintain, repair, replace, and/or remove the Improvements made within the Easement Area. Grantee shall not be authorized to use, occupy or access any portion of the Town Property outside the Easement Area without the express advance written approval of the Grantor.

5. Grantee Ownership and Maintenance of Improvements. Grantor agrees that Improvements installed within the Easement Area at Grantee's expense shall remain the property of Grantee, removable at the option of Grantee. Grantee shall maintain the Improvements in good working order such that the Improvements function for their intended purpose. Grantee shall provide forty-eight (48) hours advance written notice by email or otherwise to the Town Manager or the Town Public Works Director of any scheduled maintenance,

replacement, or repairs to the Improvements, excepting only if there is an emergency that must be addressed in less than forty-eight (48) hours, in which case Grantee shall give written notice as soon as possible before entering the Easement Area to make such repairs.

6. Additional Conditions of Use. Grantee shall exercise the rights and privileges granted hereunder with due care, and during construction or repair activities shall use reasonable efforts to minimize disruption of the Easement Area; shall locate and protect any existing underground or above-ground utility lines and appurtenances; shall provide temporary construction fencing around all excavated areas during construction, maintenance or repair; and, within a commercially reasonable time after construction of the Improvements or any maintenance, repair or replacement thereof, shall clear the Easement Area of all construction debris, re-vegetate or re-pave the surface of the Easement Area as appropriate, and replace and properly compact any soils that have been excavated from the Easement Area or otherwise disturbed by such construction, maintenance, or repair.

7. Restoration of Town Property. Upon completion of any of its activities which disturb the surface of the Easement Area or Town Property, including but not limited to the initial placement and installation of the Improvements or any maintenance, replacement or repair of the Improvements undertaken in accordance with Section 5 of this Agreement, Grantee shall restore the surface of the Easement Area (or Town Property, as applicable) to the condition it was in immediately prior to such disturbance and shall restore or repair any existing structures or improvements within the Easement Area (or Town Property, as applicable), except as otherwise provided herein or as necessarily modified to accommodate the Improvements. Any excess earth resulting from the installation and placement of the Improvements or construction, maintenance or repair activities by Grantee shall be removed from the Easement Area at the sole expense of Grantee.

8. Future Reversion. Grantee agrees that in the event that and at such time as the Improvements or Easement is abandoned by Grantee (or any successor or permitted assign of Grantee), the Easement granted herein shall terminate and the real property interest represented by such Easement shall revert to Grantor, its successors and assigns.

9. Reservation of Grantor's Rights. Grantor reserves the right to use the Easement Area for purposes which are consistent with the rights and privileges herein granted to Grantee and which will not unreasonably interfere with or endanger the Improvements located within the Easement Area. As a non-exclusive easement, Grantor reserves the full right to dedicate or convey additional easement rights to others, provided such easements do not substantially interfere with the use of the Easement by Grantee.

10. No Assignment. It is expressly acknowledged and agreed that Grantee shall have neither the right nor the authority to assign to any third party the rights or obligations granted by virtue of this Agreement without Grantor's advance written consent. The Parties acknowledge and agree that Grantor's written consent shall, for purposes of this Agreement, consist of a written resolution of the Board of Trustees of the Town duly adopted at a regular or special meeting of the Board.

11. Runs with Land. The rights and responsibilities set forth in this Agreement are intended to be covenants on the Town Property and the Benefitted Property and are to run with the

land. This Agreement shall be recorded in the offices of the Clerk and Recorder of Weld County, and shall serve as notice to and shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns.

12. No Waiver of Immunity. Nothing in this Agreement is intended to waive any protection afforded to Grantor, its officials, employees, and agents by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq*. or any other applicable law providing immunity to the Town, its officials, employees, and agents.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

14. Complete Agreement. This Agreement embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties.

15. Section Headings. Any section headings contained herein are included for reference purposes only.

16. Attorneys' Fees. In the event that either Party finds it necessary to retain an attorney in connection with a default by the other Party as to any of the provisions contained in this Agreement, the defaulting Party shall pay the non-defaulting Party's reasonable attorney's fees and other costs, including but not limited to court costs, incurred in enforcing the provisions of this Agreement.

17. Governing Law. The terms, covenants and provisions hereof shall be governed by and construed under the applicable laws of the State of Colorado.

18. Police Powers Reserved. Nothing in this Agreement waives or is intended to waive the Grantor's authority to exercise its police powers.

19. Amendment. Any amendments to this Agreement must be in writing and signed by both Parties.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the Parties have executed this Easement Agreement as of the date(s) specifically set forth below.

GRANTOR:

TOWN OF MEAD, COLORADO

By:______________________________________
Helen Migchelbrink, Town Manager

Date of execution: ______________________, 2023

ATTEST:

____
Town Clerk

GRANTEE SIGNATURE PAGES FOLLOW

[*Grantee signature page – Sanitary Sewer and Stormwater Improvements Easement Agreement (242 Main Street)*]

GRANTEE:

WELCOME TO REALTY, LLC 401k PSP

By: ______________________

Name: CHRISTOPHE ATTARD

Title: TRUSTEE

STATE OF COLORADO)

) **ss.**

COUNTY OF LARIMER)

The foregoing Easement Agreement was acknowledged before me this 16TH day of SEPTEMBER, 2023, by CHRISTOPHE ATTARD as TRUSTEE of WELCOME TO REALTY, LLC 401k PSP, a Trust.

Witness my hand and official seal.

My commission expires: 03/29/25

[S E A L]

MARY F. HASKEW
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134010470
MY COMMISSION EXPIRES 03/29/2025

____
Notary Public

[*Grantee signature page – Sanitary Sewer and Stormwater Improvements Easement Agreement (242 Main Street)*]

GRANTEE:

RELIABLE LENDING SERVICES, LLC, a Colorado limited liability company

By: ______________________________________

Name: ___________________________________

Title: ____________________________________

STATE OF COLORADO)
) ss.
COUNTY OF ______________________)

The foregoing Easement Agreement was acknowledged before me this ______ day of ________________, 2023, by _______________________ as _______________ of RELIABLE LENDING SERVICES, LLC, a Colorado limited liability company.

Witness my hand and official seal.
My commission expires: _________________

[S E A L]

____
Notary Public

EXHIBIT A
Easement

(attached – two (2) pages)

EXHIBIT A

PARCEL DESCRIPTION

A tract of land being part of that parcel of land described in Special Warranty Deed recorded March 3, 2022, as Reception Number 4807319 of the records of the Weld County Clerk and Recorder (WCCR), situate in the Southeast Quarter (SE1/4) of Section Nine (9), Township Three North (T.3N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), Town of Mead, County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the Southeast Corner of said Section Nine and assuming the east line of said Southeast Quarter as bearing North 00°27'52" West, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,658.43 feet and with all other bearings contained herein relative thereto;

THENCE North 00°27'52 West, along said east line, a distance of 719.99 feet;
THENCE South 89°39'23" West a distance of 163.39 feet to the east line of said Reception No. 4807319 and the POINT OF BEGINNING;
THENCE along the east, south and west lines of said Reception No. 4807319 the following three courses;
THENCE South 20°28'38" West a distance of 80.24 feet;
THENCE South 89°39'23" West a distance of 31.02 feet;
THENCE North 13°45'40" East a distance of 77.33 feet to the south right of way line of Fairbairn Avenue;
THENCE North 89°39'23" East, along said south line and the projection thereof, a distance of 40.69 feet to the POINT OF BEGINNING.

Said described parcel of land contains 2,689 Square Feet or 0.062 Acres, more or less (±).

SURVEYORS STATEMENT

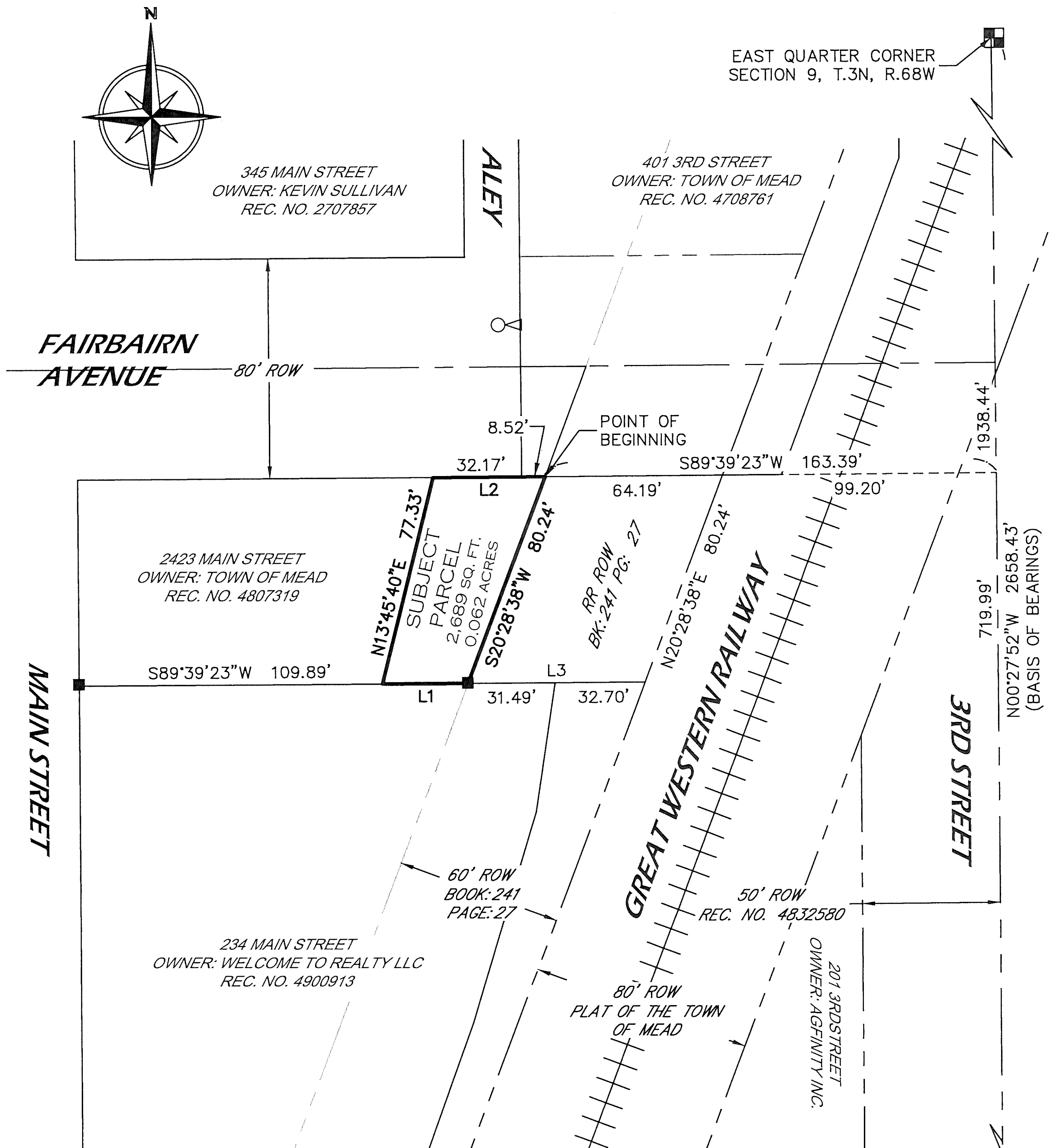
I, Matthew A. Kramer, a Colorado Licensed Professional Land Surveyor do hereby state that this Parcel Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.

COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
MATTHEW ALAN KRAMER
38844
8-3-2023

Matthew A. Kramer - on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38844

MAJESTIC SURVEYING
1111 Diamond Valley Drive, Suite 104
Windsor, Colorado 80550

EXHIBIT A



LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°39'23"W	31.02'
L2	N89°39'23"E	40.69'
L3	N89°39'23"E	64.19'

Note: This drawing does not represent a monumented land survey. Its sole purpose is a graphic representation of the accompanying written description.

Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon. (CRS 13-80-105)

COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
MATTHEW A. KRAMER
38844
8-3-2023

MAJESTIC SURVEYING

Matthew A Kramer, PLS 38844
Majestic Surveying, LLC

PROJECT NO: 2023227 CLIENT: WTR
DATE: 8-2-2023 SCALE: 1"=50'