



BOARD OF TRUSTEES

441 3rd Street, Mead
Monday, April 11, 2022

AGENDA

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

REGULAR MEETING

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

1. Call to Order – Roll Call

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

2. Moment of Silence

3. Pledge of Allegiance to the Flag

4. Review and Approve Agenda

5. Staff Report: Town Manager Report

[a.](#) Manager's Report

6. Informational Items

- a. Juan Eagle Award Recipient: Amber Burtis, CSO
- b. CDOT Transportation Update: Kathleen Bracke, Transportation Commissioner District 5 and Heather Paddock, Region 4 Director

7. Proclamations

- [a.](#) Arbor Day April 15, 2022
- [b.](#) Mead Motorheads Day May 30, 2022

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 March 28, 2022
- [b.](#) March 2022 Aged Receivables
- [c.](#) Check Register April 6, 2022
- [d.](#) **Resolution No. 28-R-2022** - A Resolution of the Town of Mead, Colorado, Approving the First Amendment to Agreement for Professional Services with Greeley Lock & Key, LLC

- e. **Resolution No. 29-R-2022** - A Resolution of the Town of Mead, Colorado, Approving Agreements for Professional Services Between the Town of Mead and Selected Qualified Firms to Provide On-Call Engineering Services for State or Federally Funded Projects
- f. **Ordinance No. 993** - An Ordinance of the Town of Mead, Colorado, Approving With Conditions Amendment No.1 to the Raterink Mixed-Use Subdivision Final Plat
- g. **Ordinance No. 994** - An Ordinance of the Town of Mead, Colorado, Amending Section 8-5-140 of the Mead Municipal Code to Allow for the Assessment of Costs and Fees on Parking Assessment Default Judgements

10. Public Hearing

a. Municipal Code Amendment: Table of Land Uses

- i. **Ordinance No. 995** - An Ordinance of the Town of Mead, Colorado, Approving Staff-Initiated Text Amendments to Section 16-3-40 - Table 3.1, of the Mead Municipal Code, Regarding Permitted, Allowed, and Prohibited Land Uses

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

12. Elected Official Reports

- a. Town Trustees
- b. Mayor Whitlow

13. Adjournment

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

TO: Honorable Mayor and Trustees

FROM: Helen Migchelbrink, Town Manager

DATE: April 11, 2022

SUBJECT: Town Manager Report

- Municipal Court Judge David Thrower will present a status of Mead Municipal Court to the Board of Trustees on April 25, 2022. For April, there is a trial scheduled for April 11th and arraignments scheduled for April 21, 2022, with 38 cases on the docket.
- Financial auditors from CliftonLarsonAllen, LLP, were in the office April 4 – April 8, conducting the 2021 financial audit. A draft report is expected within 30 days and will be presented to the Board of Trustees tentatively late May.
- Staff has received several calls about burn permits. Municipal Code only allows burn permits and open burning on land in active agricultural production and allows a small recreational fire pit in residential areas. The ditch companies and schools also have rights to burn on their properties. In addition to Municipal Code, open burning is not recommended in residential areas by MVFPD due to the current drought, dry conditions and the potential for spread in a residential neighborhood. Residents are referred to Mead Clean Up Days scheduled for May 6 and 7.
- Weld County Office of Emergency Management was onsite March 25, 2022 for a bimonthly coordination meeting. In addition to updating the Town's Hazard Mitigation Plan, the status of the emergency operations plan was discussed and training opportunities were reviewed.
- CIRSA performed an annual loss control and general liability insurance audit in April. The Town received a passing score of 96. With that score, the Town is eligible to receive loss control credits which could result in a premium credit based on our claims history.
- Due to the recent fire at Empower Field Stadium in Denver, the Active Older Adult field trip was rescheduled to May 13. Those wishing to participate still have time to register. Attendees will get a behind the scenes tour. Cost is \$25 per person including transportation.
- Town will be completing a study of employee benefits with respect to other communities in the area to determine total compensation in preparation for the 2023 budget.
- Richie Brothers will be conducting an online only equipment auction on May 25 and 26. There are currently 1000 items up for auction.
- Ziggi's Coffee has just launched its app. It has been in development for quite some time. Now customers can order ahead, load money on their account and earn rewards.
- The new electronic sign located on the east side of Town Park on Third Street went live last week. The cost of this sign was fully covered by a State of Colorado Grant.
- Key projects update:
 - Third Street Reconstruction Project: Concrete punch list work was completed, and the adjacent paving is scheduled to occur the week of April 11. Some minor seeding and grading will continue, but the project is substantially complete.
 - Public Works Facility: The concrete drainage pan in the landscape areas was placed and the siding is nearing completion. The exterior electrical work is completed, and the Town logo sign permit is being reviewed by SAFEbuilt.
 - Lorin Mead Park at Highland Lake Improvements: Steel delivery is expected to be installed in early April, with final completion in early June.
 - 3rd and Welker Intersection – The Town met with CDOT and the design team to confirm the process related to the recent \$1.6 million grant award. Additional ROW and environmental

clearances are necessary, which will likely push the project to 2024. Staff is negotiating a change order with FHU for these additional design phase services.

- YTD totals for new single family home permits:
 - 2022 YTD 14 SF Permits, 90 Certificates of Occupancy
- Boards and Commissions
 - Planning Commission is scheduled for April 20, with a public hearing on Waterfront Preliminary Plat and Meadow Ridge Preliminary Plat. The Commission has a vacant regular and a vacant alternate position. A second application has been received. Municipal Code requires applicants to attend two meetings prior to being considered for appointment by the Board.
 - The Finance Committee is scheduled to meet in April 2022.
- Human Resources
 - The Town is advertising for Police positions, Public Works Maintenance Worker I/II and an Administrative Assistant. Two offers for Police Officers have been tendered.

Community Development

- Staff is working with Lakeside Canyon (PKA St. Acacius) to permit the first phase of home construction. First homes will begin construction soon.
- Staff is working with Agfinity to finalize the last remaining paperwork in order to permit the construction of the convenience store. Construction to begin soon.
- The QuikTrip Site Plan and Site Plan Agreement are scheduled for a Board meeting in May.
- The Waterfront Preliminary Plat is scheduled to appear before the Board in May.
- The Meadow Ridge Preliminary Plat is scheduled to appear before the Board in May.
- Staff is working on the Mead Distribution Center project (in the Raterink subdivision) Site Plan and Site Plan Agreement. These applications will be scheduled for a Board meeting once documents are completed.

Public Works and Engineering

- Bids were received for the three street maintenance projects on March 30 for chip/slurry seal, concrete, and asphalt patching. Staff will recommend award at the next Board meeting.
- A pre-construction meeting was held with Insituform, who is performing the cured in place pipe (CIPP) project. Pricing was favorable, and the Town will be completing 3 years of work in one year within the approved 2022 budget.
- Staff is reviewing applications submitted for the open Administrative Assistant position.

Community Engagement

- This year marks the 150th anniversary of Arbor Day. The Town of Mead is commemorating this historic event on April 15 at Town Park and will have tree plantings and educational information. We will give preschool children the opportunity to help plant the trees and provide fun activities.
- Summer Baseball registration is now open for pre-school through 3rd grade. We are offering tee-ball and coach pitch divisions.
- The Recreation Department has initiated our discounted pricing for using the reversible Mead Recreation jersey. Participants who register with a returning jersey will receive a \$16 discount on their program fee.
- The Home Depot/Access 25 Logistics Park kickoff event is scheduled for April 14, from 12-2 p.m.
- Community Engagement is working with Slate Communications to produce Economic Development videos that highlight town projects, town businesses, and new development. We are outlining a plan to distribute the videos nationwide via LinkedIn.

- 2022 Spring Clean-Up Days is May 6, 8:00 a.m. - 4:00 p.m. and May 7, 8:00 a.m. - 12:00 p.m., at Mead Ponds. Residents are allowed one load of household trash and unlimited yard waste at no cost. We are coordinating with Public Works to increase signage and awareness for dates, times, and acceptable waste.

Police Department

- Report Attached



Mead Police Department Monthly Activity - March 2022

STAFFING:

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

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

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

Officer McElroy is in field training.

TRAINING:

Graduated Driving Violations – all sworn.

Juvenile processing for detention – all sworn.

Crash investigation refresher – all sworn.

MONTHLY STATS:

Total Calls for Service (CFS) = 575 CAD entries, 1,486 for the quarter

Traffic Contacts/Complaints/Hazards: 104 total, 51 warnings, 19 citations

Crashes: 24 responses

Code: 84 total, 10 citations, 46 warning (parking, abandoned vehicles, animal, etc)

Alarm Calls: 22 responses

Check Well Being Calls: 21 responses

Fire/Medical Assists: 15 responses

NOTABLE CALLS FOR SERVICE:

Attempted trespass – Hughes Drive – 22ML00913 – 03/01/2022

Subject approached residence during the night and tried to open the front door. Under Investigation.

Crash – Hwy 66 / WCR 13 – 22ML00932 – 03/01/2022

Two vehicle non-injury crash. Driver cited for careless driving.

Theft – Park n Ride – 22ML00935 – 03/01/2022

Catalytic converter stolen from victim's vehicle.

Fraud – Kum and Go – 22ML00965 – 03/03/2022

Victim's credit card was used to purchase gas.

Fraud – Mead – 22ML00973 – 03/03/2022

Victim's information was used to open a COSTCO account.

Assist Other Agency – I-25 / mm245 – 22ML00986 – 03/04/2022

Officers assisted Larimer County with the recovery of a stolen vehicle.

Road rage – I-25 / Hwy 66 – 22ML00997 – 03/04/2022

Victims believes that suspect waved a gun.

Crash – Hwy 66 / WCR 13 – 22ML01012 – 03/04/2022

Two vehicle injury crash. Driver cited for careless driving.

Assault / DV – Mead – 22ML01018 – 03/05/2022

Domestic assault reported. The victim sustained serious bodily injury and the suspect was arrested and charged with first degree assault, harassment, and domestic violence.

Crash – WCR 28 / WCR 7 – 22ML01022 – 03/05/2022

Two vehicle injury crash. Driver cited for careless driving.

Crash – WCR 28 / WCR 7 – 22ML01023 – 03/05/2022

Additional crash at same location and related to the one above.

Abandoned Vehicle – WCR 34 / I-25 off-ramp – 22ML01041 – 03/07/2022

Black Honda Accord towed.

Crash – Hwy 66 / WCR 9.5 – 22ML01069 – 03/09/2022

Single vehicle crash. Some damage to property, owner notified.

Theft – Tractor Supply – 22ML01070 – 03/09/2022

Two individuals concealed items and took them without paying. Subjects were contacted and cited for theft.

Abandoned Vehicle – WCR 34 / I-25 off-ramp – 22ML01080 – 03/09/2022
Silver Subaru Impreza towed.

Violation of Restraining Order – Mead – 22ML01081 – 03/09/2022
Electronic messages to victim.

Theft – 14200 block of Longs Peak Court – 22ML01098 – 03/10/2022
Checks stolen out of mail.

Fraud – Kum and Go – 22ML01103 – 03/10/2022
Fictitious credit card used to purchase fuel.

Threats – Mead Middle School – 22ML01116 – 03/11/2022
An anonymous threats complaint was investigated, and no legitimate threat was found. (See press release)

Crash – Hwy 66 / WCR 7 – 22ML01124 – 03/11/2022
Two vehicle non-injury crash.

Dog Bite – Wagon Trail – 22ML01132 – 03/12/2022
Owner was bite by own dog.

Crash – 12700 WCR 7 – 22ML01150 – 03/14/2022
Two vehicle non-injury crash.

Crash – Hwy 66 / WCR 5.5 – 22ML01170 – 03/15/2022
Two vehicle non-injury crash.

Narcotics – Mead High School – 22ML01192 – 03/16/2022
Juvenile in possession of marijuana.

Recovered Stolen Trailer – Settler Ridge / Homestead Drive – 22ML01193 – 03/16/2022
Stolen trailer was recovered on the street.

Assist Other Agency – Platteville – 22ML01213 – 03/17/2022
Officers responded to assist with a disturbance involving a firearm.

Crash – I-25 / WCR 34 – 22ML01217 – 03/17/2022
Two vehicle non-injury crash.

Theft – Conoco – 22ML01218 – 03/17/2022
Theft of diesel fuel. See Press Release.

Crash – Hwy 66 / WCR 5 – 22ML01224 – 03/17/2022
Two vehicle non-injury crash.

Check Fraud – Mead – 22ML01251 – 03/18/2022
Victim had check cashed on their account.

Theft – WCR 7 / WCR 28 – 22ML01261 – 03/19/2022

Theft of stop sign from intersection.

Theft – [REDACTED] WCR 34 – 22ML01272 – 03/21/2022

Aluminum ramps stolen off of a trailer.

Dog Bite – Margil Road – 22ML01273 – 03/21/2022

Bite reported from March 7th.

Check Fraud – Mead – 22ML01280 – 03/21/2022

Business had fraudulent checks cashed on their account.

Criminal Trespass – Hilltop Road – 22ML01290 – 03/22/2022

Victim reported someone attempted to break into vehicle overnight.

Stolen Vehicle – Eagle Avenue – 22ML01324 – 03/24/2022

Unknown suspects attempted to steal victims car. Victims interrupted the theft and was threatened with a knife.

Crash – Hwy 66 / WCR 5.5 – 22ML01325 – 03/24/2022

Single vehicle non-injury crash. Driver cited for careless driving.

Theft – I-25 Frontage Rd – 22ML01335 – 03/24/2022

Trailer stolen.

Crash – Hwy 66 / Mead Street – 22ML01357 – 03/25/2022

Two vehicle non-injury crash. Driver cited for careless driving.

Found Property – WCR 34 / I-25 – 22ML01393 – 03/26/2022

Cell phone found along the road. Returned to owner.

Welfare Check / Warrant Arrest – I-25 / WCR 36 – 22ML01416 – 03/28/2022

Man walking along I-25 was called in by passing motorist as needing checked on. Subject ran from officers and was observed trespassing in yards in Feather Ridge. Subject was contacted and confirmed to have active arrest warrants.

Theft – Park n Ride Hwy 66 – 22ML01420 – 03/28/2022

Catalytic converter stolen.

Theft – 7-11 / Mead Street – 22ML01421 – 03/28/2022

Cell phone stolen.

Burglary – Jersey Drive – 22ML01434 – 03/29/2022

Prescription drugs stolen from residence.

Sex Assault – Mead – 22ML01440 – 03/30/2022

Adult female assaulted by known male. Under investigation.

Crash – Lake Helen Blvd – 22ML01445 – 03/30/2022

Driver struck parked car. Driver cited for careless driving.

Welfare Check – Ginger Ave – 22ML01454 – 03/30/2022

Welfare check completed at the request of Adult Protective Services. Unfounded.

Abandoned Vehicle – WCR 7 / Mead High School – 22ML01463 – 03/30/2022

A white van was towed after being abandoned and blocking traffic.

Vandalism – Mead High School – 22ML01474 – 03/31/2022

A report of vandalism was investigated with no criminal charges resulting.

Crash – Hwy 66 / I-25 – 22ML01478 – 03/31/2022

Two vehicle non-injury collision. Driver cited for careless driving.

Narcotics / Warrant – Mead High School – 22ML01480 – 03/31/2022

Adult male trespassed into Mead High School. He was arrested on an active warrant and was in possession of illegal narcotics. No students were involved.

Theft / Fraud – 4 Rivers John Deere – 22ML01483 – 03/31/2022

Lawn tractor purchased with stolen credit card.



**Mead Arbor Day
April 15, 2022**



WHEREAS, the holiday called Arbor Day was first observed in Nebraska with the planting of more than one million trees; and

WHEREAS, 2022 is the 150th anniversary of Arbor Day which is now observed throughout the nation and world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our town increase property values, enhance economic vitality of business area, and beautify our community; and

WHEREAS, trees, wherever they are planted are a source of joy, wonder and renewal.

NOW, THEREFORE, I, Colleen Whitlow, Mayor, do hereby proclaim April 15, 2022 as Mead Arbor Day.

Given under my hand and Seal of the Town of Mead, Colorado
On this 11th day of April, 2022

Colleen G. Whitlow
Mayor



**PROCLAMATION
Declaring May 30, 2022
Mead Motorheads Day**

WHEREAS, the Mead Motorheads is group of volunteers that have been hosting the Memorial Day Car Show in the Town of Mead since 2004; and

WHEREAS, the annual car show provides an opportunity for the Town's residents and visitors to display their collectable automobiles and highlight the meticulous and careful attention to detail that is necessary to showcase such classic cars; and

WHEREAS, the annual car show has broad appeal that embraces both automobile enthusiasts and the general public; and

WHEREAS, the annual car show is a well-loved event, free to the public, and features a festive atmosphere with classic cars, music, vendors, and food; and

WHEREAS, the Board of Trustees wishes to demonstrate their support and commitment to partnership with the Mead Motorheads; and

WHEREAS, we recognize the enthusiasm and dedication of the event organizers, sponsors, and participants, and encourage the public's attendance by designating May 30, 2022 as "Mead Motorheads Day" in the Town of Mead.; and

NOW THEREFORE, BE IT RESOLVED BY the Board of Trustees that May 30, 2022, is recognized as Mead Motorheads Day in Mead, Colorado.

Given under my hand and Seal of the Town of Mead, Colorado
On this 11th day of April, 2022

Colleen G. Whitlow
Mayor



BOARD OF TRUSTEES

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

MINUTES

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

Work Session: Home Rule

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

1. Call to Order – Roll Call

Mayor Colleen Whitlow called the Regular Meeting of the Board of Trustees to order at 6:05 p.m.

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

Present

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

Absent

None

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

2. Moment of Silence

Mayor Whitlow requested the observance of a moment of silence for former U.S. Secretary of State Madeleine Albright.

3. Pledge of Allegiance to the Flag

The assembly pledged allegiance to the flag.

4. Review and Approve Agenda

Trustee Babcock requested that Item 8.d. be removed from the Consent Agenda.

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

5. Staff Report: Town Manager Report

a. Manager's Report

Town Manager Helen Migchelbrink discussed CML annual conference; business appreciation lunch; RFP for municipal facilities plan for property on WCR 7. Public Information Officer discussed scheduling Board outreach.

6. Proclamations

a. Vietnam War Veterans Day March 29

Motion was made by Trustee Harris, seconded by Trustee Babcock, to authorize the signing of the Proclamation for Vietnam War Veterans Day March 29, 2022. Motion carried 7-0, on a roll call vote.

7. Public Comment:

There was no public comment at this time.

8. Consent Agenda:

- a. Approval of Minutes - Regular Meeting March 14, 2022
- b. February 2022 Financials
- c. Check Register March 23, 2022
- d. **Resolution 24-R-2022** - A Resolution of the Town of Mead, Colorado, Approving the First Amendment to Agreement for Professional Services with Ditesco, LLC and Authorizing Execution of Task Order 2022-004 (Re Construction Management for Design and Construction Services - Town of Mead Community Center / Bean Plant)
- e. **Ordinance No. 992** - An Ordinance of the Town of Mead, Colorado, Amending Sections 13-1-80 and 13-1-200 of the *Mead Municipal Code* to Establish a Transfer Fee and Permit Alternative Rate Calculation Methods
- f. **Resolution 25-R 2022** - A Resolution of the Town of Mead, Colorado, Amending the Town's Comprehensive Fee Schedule to Include Sewer Transfer Application Fees
- g. **Resolution 26-R-2022** - A Resolution of the Town of Mead, Colorado, Approving a Contract Award to Insituform Technologies, LLC for the Welker Avenue, 5th Street North of Palmer, and the Alley East of 2nd Street Sanitary Sewer Rehabilitation Project (Engineer Project No. 1015.6e)
- h. **Resolution No. 27-R-2022** - A Resolution of the Town of Mead, Colorado, Approving a License and Easement Agreement Concerning the Relocation of Portions of the McKay Lateral Ditch
- i. **Resolution 28-R-2022** - A Resolution of the Town of Mead, Colorado, Approving a Non-Exclusive Public Utility Easement Agreement With Public Service Company of Colorado for Installation of Improvements for the Town's Future Public Works Facility on Certain Real Property Owned by the Town

Motion was made by Trustee Schranz, seconded by Mayor Pro Tem Adams, to approve the Consent Agenda Items 8.a., 8.b., 8.c., 8.e., 8.f., 8.g., 8.h., and 8.i.. Motion carried 7-0, on a roll call vote.

The Board discussed the community center plan. Further discussion and action are under New Business Item 9.b. The Board also discussed budgeting for this item.

Motion was made by Trustee Babcock, seconded by Trustee Brodhead, to approve Consent Agenda Item 8.d. Resolution No. 24-R-2022. Motion carried 7-0, on a roll call vote.

9. New Business

a. Community Event Application - Mead Motorheads

Public Information Officer Lorelei Nelson discussed the Community Events Application for Mead Motorheads Car Show. The coordinator is requesting waiver of fees and a donation from the Town.

Jim Coleman, Mead Motorheads LLC., discussed the 18th annual car show scheduled for May 30, 2022.

The Board agreed to support the car show.

b. Community Center - Direction to Staff

Public Information Officer discussed funding available for a recreation and community center.

George Latour, Ditesco LLC, reviewed options for moving forward with the project.

The Board discussed the cost of the project, historical value of the grain bin, reusing and/or repurposing building materials, size of the facility and future add-ons.

The consensus of the Board was to proceed with the project as identified in concept Option 2, which includes deconstructing the current building and using new building materials for a recreation and community center which includes a multi-purpose room big enough for a full-sized basketball court, kitchen and other amenities.

10. Public Comment:

There was no public comment at this time.

11. Elected Official Reports

a. Town Trustees

The Trustees had no further comments.

b. Mayor Whitlow

Mayor Whitlow discussed a Mayors' Summit held in Berthoud March 25, 2022. Mayor Whitlow is attending a Vietnam Veterans Day celebration on March 29, 2022.

12. Community Development

Community Development Director Jason Bradford discussed residential and commercial development in progress and under review.

13. Legislative Update

Town Attorney Marcus McAskin updated the Board of Trustees on the current state legislative session.

14. Adjournment

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

The Regular Meeting of the Town of Mead Board of Trustees adjourned at approximately 8:04 p.m. on Monday, March 28, 2022.

Colleen G. Whitlow, Mayor

ATTEST:

Mary E. Strutt, MMC, Town Clerk

Town of Mead

Aging Report - by Date, Formatted

Report date: 3/31/2022

Apr 06, 2022 08:29PM

Report Criteria:

Aging by Date

Aged using Payment Date

Customer Number	Name	Balance	Future	Current	Over 30	Over 60	Over 90	Over 120	Over 150
1	St. Vrain Valley School District	2,677.50	2,677.50	-	-	-	-	-	-
22	Prairie Hills	260.00	65.00	-	195.00	-	-	-	-
45	Mead Development Group, Inc.	3,760.00-	-	-	400.00-	-	-	3,360.00-	-
162	Mead High School	5,520.00	-	320.00	-	1,080.00	720.00	3,400.00	-
208	Sekich Properties	5,089.00-	-	-	-	-	-	-	5,089.00-
214	Mead Towne Center	5,620.00	-	-	-	325.00	-	-	5,295.00
239	Gopher Gulch	4,094.00-	-	-	-	-	4,094.00-	-	-
256	Prosper Land & Development LLC	4,880.92	3,640.92	-	1,240.00	-	-	-	-
258	JDV Metropolitan District	2,526.50-	-	-	-	-	-	-	2,526.50-
259	Scannell Properties	15,803.84-	-	-	4,129.72-	-	-	-	11,674.12-
261	Great Western Operating Co LLC	2,224.25-	-	-	-	-	-	-	2,224.25-
262	Eagle Development Company	22,336.75-	-	-	-	-	-	-	22,336.75-
263	Eagle Development	32,074.25-	-	-	-	-	-	-	32,074.25-
264	Ventana Capital	5,000.00-	-	5,000.00-	-	-	-	-	-
270	Highland Development Services Inc	4,538.00	-	-	-	-	-	-	4,538.00
277	Front Range Investment Holdings LLC	3,142.75	3,142.75	-	-	-	-	-	-
280	Benson Farms - MD	2,430.25-	-	-	-	-	-	-	2,430.25-
282	Agfinity, Inc	910.00	-	-	-	325.00	-	585.00	-
283	Hylandtown/ Weld County Land Investors	5,018.00	-	-	-	-	-	-	5,018.00
284	Ziggi's Coffe Headquarters	10,316.50-	-	-	-	-	-	-	10,316.50-
285	Boulder Scientific Company, LLC	3,678.50-	-	-	-	-	-	-	3,678.50-
287	Eagle Development LRMD	1,855.00-	-	-	-	-	-	-	1,855.00-
290	Forestar Real Estate Group	7,651.04	3,297.50	1,619.79	2,733.75	-	-	-	-
292	BREG Industrial Development	31,120.38	26,318.00	-	4,802.38	-	-	-	-
293	Equinox Mead, LLC	7,525.00	-	7,525.00	-	-	-	-	-
294	QuikTrip Corp	2,539.14	470.66	262.60	1,805.88	-	-	-	-
296	Silver Point Development	11,419.00	8,159.00	3,260.00	-	-	-	-	-
297	Meadow Ridge Development, Inc	5,454.00	5,454.00	-	-	-	-	-	-
298	Century Land Holdings LLC	2,297.75	2,297.75	-	-	-	-	-	-
299	Lizondo Futbol Academy LLC	2,113.79	131.30	-	-	-	-	199.98	1,782.51
300	Turner Automotive	80.00	80.00	-	-	-	-	-	-
301	BREG Industrial Devel. c/o Broe Real Es	5,788.16	4,055.00	1,733.16	-	-	-	-	-
302	SunCap Property Group	3,160.00	3,160.00	-	-	-	-	-	-
307	Tharaldson Ethanol Plant	5,482.15	2,464.40	3,017.25	.50	-	-	-	-
308	Melody Homes Inc.	9,908.91	8,049.25	1,859.66	-	-	-	-	-
309	Sitewise	3,900.00	-	-	-	3,900.00	-	-	-
313	Sunstate Equipment Co LLC	787.80	787.80	-	-	-	-	-	-
Grand Totals:		20,605.45	74,250.83	14,597.46	6,247.79	5,630.00	3,374.00-	824.98	77,571.61-

Report Criteria:

Report type: GL detail

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
04/22	04/06/2022	34728	ADAMSON POLICE PRODUCTS	INV373908	01-42-5254	salazar uni gear	76.50
04/22	04/06/2022	34728	ADAMSON POLICE PRODUCTS	INV374582	01-42-5254	Newbanks shirts	71.91
04/22	04/06/2022	34728	ADAMSON POLICE PRODUCTS	INV374654	01-42-5254	McElroy	6.95
Total 34728:							155.36
04/22	04/06/2022	34729	Aimee Brossman	2022 Q1 MIL	01-40-5705	2022 Q1 Mileage	173.80
Total 34729:							173.80
04/22	04/06/2022	34730	AMAZON CAPITAL SERVICES	173KHRC61	01-49-5262	Arbor day	20.98
04/22	04/06/2022	34730	AMAZON CAPITAL SERVICES	1DQWPTH4	01-49-5260	Baseball bats	1,064.48
04/22	04/06/2022	34730	AMAZON CAPITAL SERVICES	1FVWG4RR	01-49-5262	supplies	495.44
04/22	04/06/2022	34730	AMAZON CAPITAL SERVICES	1KTYK61CD	01-42-5255	Supplies	108.11
04/22	04/06/2022	34730	AMAZON CAPITAL SERVICES	1KTYK61CD	01-40-5200	Supplies	112.90
04/22	04/06/2022	34730	AMAZON CAPITAL SERVICES	1KTYK61CD	01-40-5201	Supplies	33.99
04/22	04/06/2022	34730	AMAZON CAPITAL SERVICES	1PMFHWVF	01-49-5262	Arbor day celebration	63.42
Total 34730:							1,899.32
04/22	04/06/2022	34731	Angel Armor LLC	INV2666	01-42-5254	Supplies	3,861.79
Total 34731:							3,861.79
04/22	04/06/2022	34732	Boulder Scientific Company Trust	032422	01-49-5261	Use of land for parking (south of Founder	1,500.00
04/22	04/06/2022	34732	Boulder Scientific Company Trust	032422	01-49-5700	Use of land for parking (south of Founder	1,500.00
Total 34732:							3,000.00
04/22	04/06/2022	34733	BUCKEYE WELDING SUPPLY C	05064184	01-44-5369	Cylinder Rental	7.65
Total 34733:							7.65
04/22	04/06/2022	34734	CARDMEMBER SERVICE	032822	01-01-1302	Prepay March invoices	14,526.45
Total 34734:							14,526.45
04/22	04/06/2022	34735	CASELLE	115949	01-40-5330	Caselle Training	750.00
Total 34735:							750.00
04/22	04/06/2022	34736	CENTURY LINK	0831 032522	01-40-5300	TH Fax	66.68
04/22	04/06/2022	34736	CENTURY LINK	4770 032522	01-42-5300	PD Fax	63.59
Total 34736:							130.27
04/22	04/06/2022	34737	CIRSA	021122	01-44-5215	Remit Subrogation Rec'd 12/07/21 fr Ber	7,705.00
04/22	04/06/2022	34737	CIRSA	220735	01-40-5320	General Liability Insurance 2022 Q2	1,496.39
04/22	04/06/2022	34737	CIRSA	220735	01-41-5320	General Liability Insurance 2022 Q2	598.55
04/22	04/06/2022	34737	CIRSA	220735	01-42-5320	General Liability Insurance 2022 Q2	8,379.76
04/22	04/06/2022	34737	CIRSA	220735	01-43-5320	General Liability Insurance 2022 Q2	2,394.22
04/22	04/06/2022	34737	CIRSA	220735	01-44-5320	General Liability Insurance 2022 Q2	7,481.93
04/22	04/06/2022	34737	CIRSA	220735	01-45-5320	General Liability Insurance 2022 Q2	2,992.77

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
04/22	04/06/2022	34737	CIRSA	220735	01-47-5320	General Liability Insurance 2022 Q2	1,496.39
04/22	04/06/2022	34737	CIRSA	220735	01-48-5320	General Liability Insurance 2022 Q2	598.55
04/22	04/06/2022	34737	CIRSA	220735	01-49-5320	General Liability Insurance 2022 Q2	2,394.22
04/22	04/06/2022	34737	CIRSA	220735	06-40-5320	General Liability Insurance 2022 Q2	1,496.39
04/22	04/06/2022	34737	CIRSA	220735	20-40-5320	General Liability Insurance 2022 Q2	598.55
Total 34737:							37,632.72
04/22	04/06/2022	34738	CORY ELLIS	3/2022	01-42-5254	Annual boot allowance	120.00
Total 34738:							120.00
04/22	04/06/2022	34739	CRIBARI LAW FIRM, P.C.	032422	01-48-5455	Prosecuting Attorney 3/2022	1,211.00
Total 34739:							1,211.00
04/22	04/06/2022	34740	David Jay Thrower	219	01-48-5040	Municipal court judge 3/2022	1,000.00
Total 34740:							1,000.00
04/22	04/06/2022	34741	Diane & Richard Wiest	1409.02	99-01-1075	Refund overpayment. Account 1409.02	45.17
Total 34741:							45.17
04/22	04/06/2022	34742	Felsburg Holt & Ullevig	120299-01	14-40-5500	3rd & Welker	9,621.25
Total 34742:							9,621.25
04/22	04/06/2022	34743	Fox Tuttle Transportation Group	19021-3BC	01-02-2615	liberty ranch	430.00
Total 34743:							430.00
04/22	04/06/2022	34744	FRONT RANGE PORTABLE RES	10299	01-45-5210	Liberty Ranch	210.00
Total 34744:							210.00
04/22	04/06/2022	34745	FRONTIER SELF STORAGE	05012022	01-40-5700	Storage 5/2022	100.00
Total 34745:							100.00
04/22	04/06/2022	34746	Garretson's Sports Center	141113	01-42-5254	Embroidery	65.85
Total 34746:							65.85
04/22	04/06/2022	34747	GOKARNA LLC dba 7-Eleven	19-6144	01-02-2306	Restitution case 19-6144	71.00
Total 34747:							71.00
04/22	04/06/2022	34748	GREELEY LOCK AND KEY	13463	01-40-5215	Locksmith	234.00
Total 34748:							234.00
04/22	04/06/2022	34749	HOME DEPOT CREDIT SERVIC	2769 032122	09-50-5511	Supplies 3/2022	599.10
04/22	04/06/2022	34749	HOME DEPOT CREDIT SERVIC	2769 032122	01-40-5215	Supplies 3/2022	33.75
04/22	04/06/2022	34749	HOME DEPOT CREDIT SERVIC	2769 032122	01-40-5215	Supplies 3/2022	454.02
04/22	04/06/2022	34749	HOME DEPOT CREDIT SERVIC	2769 032122	01-40-5215	Supplies 3/2022	82.46-

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
04/22	04/06/2022	34749	HOME DEPOT CREDIT SERVIC	2769 032122	01-44-5210	Supplies 3/2022	6.96
04/22	04/06/2022	34749	HOME DEPOT CREDIT SERVIC	2769 032122	01-40-5215	Supplies 3/2022	10.97
04/22	04/06/2022	34749	HOME DEPOT CREDIT SERVIC	2769 032122	01-40-5215	Supplies 3/2022	116.50
04/22	04/06/2022	34749	HOME DEPOT CREDIT SERVIC	2769 032122	01-40-5215	Supplies 3/2022	36.70-
Total 34749:							1,102.14
04/22	04/06/2022	34750	Invision GIS, LLC	2025	01-44-5201	GIS 1/21 -3/29/22	1,623.75
04/22	04/06/2022	34750	Invision GIS, LLC	2025	01-43-5201	GIS 1/21 -3/29/22	1,093.75
Total 34750:							2,717.50
04/22	04/06/2022	34751	JVA INCORPORATED	99259	06-40-5405	On call	611.10
04/22	04/06/2022	34751	JVA INCORPORATED	99261	01-02-2615	Postle	11,338.00
04/22	04/06/2022	34751	JVA INCORPORATED	99262	06-47-5557	WWTF improvement	912.00
04/22	04/06/2022	34751	JVA INCORPORATED	99263	06-47-5552	WWTP improvements	610.00
04/22	04/06/2022	34751	JVA INCORPORATED	99264	06-40-5405	Wastewater plan	1,315.00
04/22	04/06/2022	34751	JVA INCORPORATED	99264	01-02-2615	Wastewater plan	3,578.00
04/22	04/06/2022	34751	JVA INCORPORATED	99399	09-50-5511	Mead Admin	350.00
04/22	04/06/2022	34751	JVA INCORPORATED	99680	01-02-2615	Meadow Ridge	246.00
04/22	04/06/2022	34751	JVA INCORPORATED	99681	01-02-2615	Elevation 25	1,212.00
04/22	04/06/2022	34751	JVA INCORPORATED	99682	01-02-2615	QuikTrip	410.00
04/22	04/06/2022	34751	JVA INCORPORATED	99683	01-02-2615	Frogger	843.50
04/22	04/06/2022	34751	JVA INCORPORATED	99684	01-02-2615	Postle Review	1,458.00
04/22	04/06/2022	34751	JVA INCORPORATED	99686	01-02-2615	Grand Meadows Prelim Plat and PUD (D	738.00
04/22	04/06/2022	34751	JVA INCORPORATED	99687	01-02-2615	Mead Dist. Raterink Lot 2	984.00
04/22	04/06/2022	34751	JVA INCORPORATED	99688	01-02-2615	Valley/ 66 Business Park (Sunstate)	1,582.00
04/22	04/06/2022	34751	JVA INCORPORATED	99689	01-02-2615	Mead Place	410.00
04/22	04/06/2022	34751	JVA INCORPORATED	99690	01-02-2615	Waterfront	1,222.00
04/22	04/06/2022	34751	JVA INCORPORATED	99691	01-47-5405	general engineering	1,437.30
04/22	04/06/2022	34751	JVA INCORPORATED	99706	09-50-5511	PW facility	3,002.88
04/22	04/06/2022	34751	JVA INCORPORATED	99782	13-40-5500	North Creek Culvert	9,787.22
04/22	04/06/2022	34751	JVA INCORPORATED	99783	06-47-5556	sewer rehab	2,951.43
Total 34751:							44,998.43
04/22	04/06/2022	34752	KINSCO, LLC	001328-0	01-42-5254	Polo	90.00
Total 34752:							90.00
04/22	04/06/2022	34753	KONICA MINOLTA BUSINESS S	278880418	01-40-5315	Copies	181.46
Total 34753:							181.46
04/22	04/06/2022	34754	LITTLE THOMPSON WATER DIS	607001 3.20.	06-47-5305	5423 WC 32 3.20.22	30.32
04/22	04/06/2022	34754	LITTLE THOMPSON WATER DIS	618801 3.20.	01-45-5305	150 Main St 3.20.22	32.85
04/22	04/06/2022	34754	LITTLE THOMPSON WATER DIS	619202 3.20.	01-45-5305	401 3rd St 3.20.22	30.32
04/22	04/06/2022	34754	LITTLE THOMPSON WATER DIS	620201 3.20.	01-45-5305	2700 WC 34.5 3.20.22	78.89
04/22	04/06/2022	34754	LITTLE THOMPSON WATER DIS	621801 3.20.	01-45-5305	190 1st St 3.20.22	78.89
04/22	04/06/2022	34754	LITTLE THOMPSON WATER DIS	622501 3.20.	01-45-5305	365 Welker 3.20.22	32.85
04/22	04/06/2022	34754	LITTLE THOMPSON WATER DIS	624409 3.20.	01-42-5305	201 Welker 3.20.22	30.69
04/22	04/06/2022	34754	LITTLE THOMPSON WATER DIS	650402 3.20	01-40-5305	242 Main St 3.20.22	30.41
04/22	04/06/2022	34754	LITTLE THOMPSON WATER DIS	657602 3.20.	06-47-5305	4504 E Welker 3.20.22	45.33
04/22	04/06/2022	34754	LITTLE THOMPSON WATER DIS	657701 3.20.	01-45-5305	156 Eagle 3.20.22	41.74
04/22	04/06/2022	34754	LITTLE THOMPSON WATER DIS	657801 3.20.	01-42-5305	537 Main Police 3.20.22	22.67
04/22	04/06/2022	34754	LITTLE THOMPSON WATER DIS	657801 3.20.	01-44-5305	537 Main PW 3.20.22	22.66

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
04/22	04/06/2022	34754	LITTLE THOMPSON WATER DIS	657901 3.20.	01-45-5305	16775 North Creek 3.20.22	95.53
04/22	04/06/2022	34754	LITTLE THOMPSON WATER DIS	658001 3.20.	01-45-5305	441 3rd St (6580) 3.20.22	95.53
04/22	04/06/2022	34754	LITTLE THOMPSON WATER DIS	658101 3.20.	01-45-5305	10 Fairburn 3.20.22	32.85
04/22	04/06/2022	34754	LITTLE THOMPSON WATER DIS	658201 3.20.	01-40-5305	441 3rd St 3.20.22	49.46
04/22	04/06/2022	34754	LITTLE THOMPSON WATER DIS	662002 3.20.	01-40-5305	501 3rd St 3.20.22	30.32
Total 34754:							781.31
04/22	04/06/2022	34755	MAIN STREET MAT COMPANY	110836	01-40-5210	Mat svcs TH 3.28	60.36
Total 34755:							60.36
04/22	04/06/2022	34756	MARY STRUTT	2022 Q1	01-40-5075	Mileage	263.84
04/22	04/06/2022	34756	MARY STRUTT	2022 Q1	01-40-5330	Training	224.00
04/22	04/06/2022	34756	MARY STRUTT	2022 Q1	01-41-5330	Training NOCO Clerks	12.00
04/22	04/06/2022	34756	MARY STRUTT	2022 Q1	01-41-5700	Coffe w Mayor supplies	12.99
Total 34756:							512.83
04/22	04/06/2022	34757	MCCI LLC	RN7470	01-41-5201	Laserfishe Annual support	2,070.00
Total 34757:							2,070.00
04/22	04/06/2022	34758	MCDONALD FARMS ENTERPRI	0053905-IN	01-45-5310	Roll off parks- roadside trash	429.00
04/22	04/06/2022	34758	MCDONALD FARMS ENTERPRI	0053988-IN	06-47-5553	Vac tanker	9,891.00
Total 34758:							10,320.00
04/22	04/06/2022	34759	MEAD HIGH SCHOOL	20-6671	01-02-2306	Restitution Case 20-6671	116.66
Total 34759:							116.66
04/22	04/06/2022	34760	MOUNTAIN VIEW WELDING LLC	77346	01-45-5215	Siphen at founders	972.00
Total 34760:							972.00
04/22	04/06/2022	34761	NEXT STEP COMMUNICATION L	8583	09-50-5511	PW data & phone infrastructure	10,587.00
04/22	04/06/2022	34761	NEXT STEP COMMUNICATION L	8584	09-50-5511	PW Conf room A/V install	5,313.20
Total 34761:							15,900.20
04/22	04/06/2022	34762	NEXTRUST INC.	323843	06-40-5205	Sewer Bills 3/2022	352.70
04/22	04/06/2022	34762	NEXTRUST INC.	323843	06-40-5410	Sewer Bills 3/2022	162.91
Total 34762:							515.61
04/22	04/06/2022	34763	Paulette Dolin	010	01-49-5265	senior exercise Feb & March 2022	520.00
Total 34763:							520.00
04/22	04/06/2022	34764	PAVEMENT REPAIR AND SUPPL	2022-786	04-44-5250	Perma Patch	2,056.00
Total 34764:							2,056.00
04/22	04/06/2022	34765	PRAIRIE DOG PROS LLC	1683	01-45-5348	Pest Control 4/2/2022	349.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 34765:							349.00
04/22	04/06/2022	34766	Precision Employment Consulting	033122	01-40-5401	Consulting 3/2022	4,935.67
04/22	04/06/2022	34766	Precision Employment Consulting	033122	06-40-5401	Consulting 3/2022	264.84
04/22	04/06/2022	34766	Precision Employment Consulting	033122	20-40-5401	Consulting 3/2022	182.48
Total 34766:							5,382.99
04/22	04/06/2022	34767	Premier Charters, Inc	10021893	01-49-5260	Transportation Boondocks	971.55
04/22	04/06/2022	34767	Premier Charters, Inc	10021893	01-49-5260	Transportation Zoo	549.48
04/22	04/06/2022	34767	Premier Charters, Inc	10021893	01-49-5260	Transportation Zoo	549.48
04/22	04/06/2022	34767	Premier Charters, Inc	10021893	01-49-5260	Transportation Top Golf	971.55
Total 34767:							3,042.06
04/22	04/06/2022	34768	Professional Management System	84638	01-40-5401	Fin. consult 3/2022	4,368.00
04/22	04/06/2022	34768	Professional Management System	84638	06-40-5401	Fin. consult 3/2022	546.00
04/22	04/06/2022	34768	Professional Management System	84638	20-40-5401	Fin. consult 3/2022	546.00
04/22	04/06/2022	34768	Professional Management System	84638	01-40-5401	Fin. consult 3/2022 hrs exceeding contra	2,997.00
04/22	04/06/2022	34768	Professional Management System	84638	06-40-5401	Fin. consult 3/2022 hrs exceeding contra	374.63
04/22	04/06/2022	34768	Professional Management System	84638	20-40-5401	Fin. consult 3/2022 hrs exceeding contra	374.62
Total 34768:							9,206.25
04/22	04/06/2022	34769	RAMEY ENVIRONMENTAL COM	23635	06-47-5215	Wastewater svcs repair	3,900.89
04/22	04/06/2022	34769	RAMEY ENVIRONMENTAL COM	23678	06-47-5390	Wastewater svcs - 3/2022	5,449.17
04/22	04/06/2022	34769	RAMEY ENVIRONMENTAL COM	23678	06-47-5391	Wastewater svcs - 3/2022	394.56
04/22	04/06/2022	34769	RAMEY ENVIRONMENTAL COM	23678	06-47-5215	Wastewater svcs - 3/2022	2,352.81
04/22	04/06/2022	34769	RAMEY ENVIRONMENTAL COM	23678	06-47-5393	Wastewater svcs - 3/2022	200.00
04/22	04/06/2022	34769	RAMEY ENVIRONMENTAL COM	23678	06-47-5553	Wastewater svcs - 3/2022	675.09
04/22	04/06/2022	34769	RAMEY ENVIRONMENTAL COM	23678	06-47-5227	Wastewater svcs - 3/2022	360.00
Total 34769:							13,332.52
04/22	04/06/2022	34770	RN Civil Construction, LLC	WWTP IMPR	14-40-5505	WWTP Grit Pump Improvements	61,176.00
04/22	04/06/2022	34770	RN Civil Construction, LLC	WWTP IMPR	14-02-2005	WWTP Grit Pump Improvements	3,059.00
Total 34770:							58,117.00
04/22	04/06/2022	34771	SAFE BUILT COLORADO INC.	0085112-IN	01-43-5460	Plan Review/ Permit Inspection 3/2022	5,395.14
Total 34771:							5,395.14
04/22	04/06/2022	34772	SAFETY & CONSTRUCTION SU	2837	01-44-5255	Supplies	119.32
04/22	04/06/2022	34772	SAFETY & CONSTRUCTION SU	3105	04-44-5252	Supplies	4,790.00
Total 34772:							4,909.32
04/22	04/06/2022	34773	SHERWIN WILLIAMS	6225-7	01-40-5215	Town hall kitchen - leak repair	24.56
Total 34773:							24.56
04/22	04/06/2022	34774	ST. VRAIN VALLEY SCHOOL DIS	114	01-49-5260	Rec custodian fees	1,637.50

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 34774:							1,637.50
04/22	04/06/2022	34775	TDS	4762 032522	01-42-5325	PD internet	132.45
Total 34775:							132.45
04/22	04/06/2022	34776	THE HARTFORD-GROUP BENE	8247065207	01-40-5066	STD / LTD Insurance 4/2022	182.26
04/22	04/06/2022	34776	THE HARTFORD-GROUP BENE	8247065207	01-41-5066	STD / LTD Insurance 4/2022	7.05
04/22	04/06/2022	34776	THE HARTFORD-GROUP BENE	8247065207	01-42-5066	STD / LTD Insurance 4/2022	333.90
04/22	04/06/2022	34776	THE HARTFORD-GROUP BENE	8247065207	01-43-5066	STD / LTD Insurance 4/2022	172.41
04/22	04/06/2022	34776	THE HARTFORD-GROUP BENE	8247065207	01-44-5066	STD / LTD Insurance 4/2022	135.31
04/22	04/06/2022	34776	THE HARTFORD-GROUP BENE	8247065207	01-45-5066	STD / LTD Insurance 4/2022	154.85
04/22	04/06/2022	34776	THE HARTFORD-GROUP BENE	8247065207	01-47-5066	STD / LTD Insurance 4/2022	185.23
04/22	04/06/2022	34776	THE HARTFORD-GROUP BENE	8247065207	01-48-5066	STD / LTD Insurance 4/2022	28.22
04/22	04/06/2022	34776	THE HARTFORD-GROUP BENE	8247065207	01-49-5066	STD / LTD Insurance 4/2022	73.09
04/22	04/06/2022	34776	THE HARTFORD-GROUP BENE	8247065207	06-40-5066	STD / LTD Insurance 4/2022	82.16
04/22	04/06/2022	34776	THE HARTFORD-GROUP BENE	8247065207	20-40-5066	STD / LTD Insurance 4/2022	76.09
Total 34776:							1,430.57
04/22	04/06/2022	34777	TOWN OF MEAD	31.11 033122	01-42-5305	201 Welker Sewer 3/2022	43.52
04/22	04/06/2022	34777	TOWN OF MEAD	338.01 0331	01-40-5305	Town Hall Sewer 3/2022	57.54
04/22	04/06/2022	34777	TOWN OF MEAD	453.01 0331	01-44-5305	PD/ PW Sewer 3/2022	37.67
04/22	04/06/2022	34777	TOWN OF MEAD	453.01 0331	01-42-5305	PD/ PW Sewer 3/2022	37.66
04/22	04/06/2022	34777	TOWN OF MEAD	566.02 0331	01-45-5305	Bean Plant Sewer 3/2022	47.88
04/22	04/06/2022	34777	TOWN OF MEAD	566.0303312	01-40-5305	242 Main St 3/2022	44.79
04/22	04/06/2022	34777	TOWN OF MEAD	630.04 0331	01-40-5305	505 3rd St Sewer 3/2022	43.52
Total 34777:							312.58
04/22	04/06/2022	34778	TRACTOR SUPPLY CREDIT PLA	9125 032122	01-44-5210	supplies 3/2022	40.47
04/22	04/06/2022	34778	TRACTOR SUPPLY CREDIT PLA	9125 032122	01-44-5216	supplies 3/2022	1.00-
04/22	04/06/2022	34778	TRACTOR SUPPLY CREDIT PLA	9125 032122	01-44-5216	supplies 3/2022	37.97
Total 34778:							77.44
04/22	04/06/2022	34779	TRIDENT SECURITY SYSTEMS	19915	01-40-5305	Monitoring Q2 2022	105.00
04/22	04/06/2022	34779	TRIDENT SECURITY SYSTEMS	19915	01-42-5305	Monitoring Q2 2022	105.00
Total 34779:							210.00
04/22	04/06/2022	34780	UNITED POWER	12650701 4.	01-45-5305	468012650701 4.5.22	20.00
04/22	04/06/2022	34780	UNITED POWER	12952800 4.	01-45-5305	468012952800 4.5.22	20.00
04/22	04/06/2022	34780	UNITED POWER	14305100 4.	06-47-5305	468014305100 4.5.22	4,846.72
04/22	04/06/2022	34780	UNITED POWER	16836300 4.	01-45-5305	468016836300 4.5.22	23.38
04/22	04/06/2022	34780	UNITED POWER	16909300 4.	01-45-5305	468016909300 4.5.22	20.00
04/22	04/06/2022	34780	UNITED POWER	17159100 4.	01-45-5305	468017159100 4.5.22	20.02
04/22	04/06/2022	34780	UNITED POWER	17618300 4.	01-40-5305	468017618300 4.5.22	505.39
04/22	04/06/2022	34780	UNITED POWER	17770000 4.	01-45-5305	468017770000 4.5.22	24.52
04/22	04/06/2022	34780	UNITED POWER	18949400 4.	01-42-5305	468018949400 4.5.22	273.58
04/22	04/06/2022	34780	UNITED POWER	18949400 4.	01-44-5305	468018949400 4.5.22	273.57
04/22	04/06/2022	34780	UNITED POWER	61303 4.5.22	01-45-5305	468061303 4.5.22	10.25
04/22	04/06/2022	34780	UNITED POWER	6753101 4.5.	01-45-5305	46806753101 4.5.22	20.00
04/22	04/06/2022	34780	UNITED POWER	7490500 4.5.	06-47-5305	46807490500 4.5.22	20.00
04/22	04/06/2022	34780	UNITED POWER	83701 4.5.22	01-44-5305	468083701 4.5.22	148.46

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
04/22	04/06/2022	34780	UNITED POWER	88601 4.5.22	01-44-5305	468088601 4.5.22	2,946.35
04/22	04/06/2022	34780	UNITED POWER	92015 4.5.22	01-42-5305	468092015 4.5.22	51.55
04/22	04/06/2022	34780	UNITED POWER	96302 4.5.22	06-47-5305	468096302 4.5.22	37.06
Total 34780:							9,260.85
04/22	04/06/2022	34781	UNITED REPROGRAPHICS SUP	3575324	01-43-5201	Plotter 3yr svs agreement	1,100.00
Total 34781:							1,100.00
04/22	04/06/2022	34782	Utility Notification Center of Color	222030910	06-47-5392	Line locates 2.2022	742.30
Total 34782:							742.30
04/22	04/06/2022	34783	VECCHI & ASSOCIATES LLC	3146	01-43-5410	Planning consult 2.14 - 3.13.22	3,918.75
04/22	04/06/2022	34783	VECCHI & ASSOCIATES LLC	3146	01-02-2615	Planning consult 2.14 - 3.13.22	1,026.25
Total 34783:							4,945.00
04/22	04/06/2022	34784	Wear Parts & Equipment Co, Inc	30594	01-44-5364	Supplies	674.83
04/22	04/06/2022	34784	Wear Parts & Equipment Co, Inc	30595	01-44-5364	Supplies	838.55
Total 34784:							1,513.38
04/22	04/06/2022	34785	WHITE BEAR ANKELE TANAKA	21291	20-40-5400	MURA Legal 3/2022	177.33
Total 34785:							177.33
04/22	04/06/2022	34786	Wickham Tractor Company	EE02157	01-44-5500	Mower	6,000.00
04/22	04/06/2022	34786	Wickham Tractor Company	IE14563	01-44-5216	2021 leak fix	27.27
04/22	04/06/2022	34786	Wickham Tractor Company	WE04298	01-44-5216	Motor for RTV plow	2,659.08
04/22	04/06/2022	34786	Wickham Tractor Company	WE4346	01-44-5216	Credit to invoice we 04298	2,659.08-
Total 34786:							6,027.27
04/22	04/06/2022	34787	XCEL ENERGY	772521378	01-44-5305	PD/PW	253.17
04/22	04/06/2022	34787	XCEL ENERGY	772521378	01-42-5305	PD/PW	253.17
04/22	04/06/2022	34787	XCEL ENERGY	772628121	01-40-5305	Town Hall	156.13
04/22	04/06/2022	34787	XCEL ENERGY	772654382	01-42-5305	201 Welker	124.10
Total 34787:							786.57
Grand Totals:							286,272.21

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-01-1302	14,526.45	.00	14,526.45
01-02-2000	2,779.24	144,203.15-	141,423.91-
01-02-2306	187.66	.00	187.66
01-02-2615	25,477.75	.00	25,477.75
01-40-5066	182.26	.00	182.26
01-40-5075	263.84	.00	263.84

GL Account	Debit	Credit	Proof
01-40-5200	112.90	.00	112.90
01-40-5201	33.99	.00	33.99
01-40-5210	60.36	.00	60.36
01-40-5215	873.80	119.16-	754.64
01-40-5300	66.68	.00	66.68
01-40-5305	1,022.56	.00	1,022.56
01-40-5315	181.46	.00	181.46
01-40-5320	1,496.39	.00	1,496.39
01-40-5330	974.00	.00	974.00
01-40-5401	12,300.67	.00	12,300.67
01-40-5700	100.00	.00	100.00
01-40-5705	173.80	.00	173.80
01-41-5066	7.05	.00	7.05
01-41-5201	2,070.00	.00	2,070.00
01-41-5320	598.55	.00	598.55
01-41-5330	12.00	.00	12.00
01-41-5700	12.99	.00	12.99
01-42-5066	333.90	.00	333.90
01-42-5254	4,293.00	.00	4,293.00
01-42-5255	108.11	.00	108.11
01-42-5300	63.59	.00	63.59
01-42-5305	941.94	.00	941.94
01-42-5320	8,379.76	.00	8,379.76
01-42-5325	132.45	.00	132.45
01-43-5066	172.41	.00	172.41
01-43-5201	2,193.75	.00	2,193.75
01-43-5320	2,394.22	.00	2,394.22
01-43-5410	3,918.75	.00	3,918.75
01-43-5460	5,395.14	.00	5,395.14
01-44-5066	135.31	.00	135.31
01-44-5201	1,623.75	.00	1,623.75
01-44-5210	47.43	.00	47.43
01-44-5215	7,705.00	.00	7,705.00
01-44-5216	2,724.32	2,660.08-	64.24
01-44-5255	119.32	.00	119.32
01-44-5305	3,681.88	.00	3,681.88
01-44-5320	7,481.93	.00	7,481.93
01-44-5364	1,513.38	.00	1,513.38
01-44-5369	7.65	.00	7.65
01-44-5500	6,000.00	.00	6,000.00
01-45-5066	154.85	.00	154.85
01-45-5210	210.00	.00	210.00
01-45-5215	972.00	.00	972.00
01-45-5305	725.50	.00	725.50
01-45-5310	429.00	.00	429.00
01-45-5320	2,992.77	.00	2,992.77
01-45-5348	349.00	.00	349.00
01-47-5066	185.23	.00	185.23
01-47-5320	1,496.39	.00	1,496.39
01-47-5405	1,437.30	.00	1,437.30
01-48-5040	1,000.00	.00	1,000.00
01-48-5066	28.22	.00	28.22
01-48-5320	598.55	.00	598.55
01-48-5455	1,211.00	.00	1,211.00
01-49-5066	73.09	.00	73.09
01-49-5260	5,744.04	.00	5,744.04
01-49-5261	1,500.00	.00	1,500.00

GL Account	Debit	Credit	Proof
01-49-5262	579.84	.00	579.84
01-49-5265	520.00	.00	520.00
01-49-5320	2,394.22	.00	2,394.22
01-49-5700	1,500.00	.00	1,500.00
04-02-2000	.00	6,846.00-	6,846.00-
04-44-5250	2,056.00	.00	2,056.00
04-44-5252	4,790.00	.00	4,790.00
06-02-2000	.00	38,624.41-	38,624.41-
06-40-5066	82.16	.00	82.16
06-40-5205	352.70	.00	352.70
06-40-5320	1,496.39	.00	1,496.39
06-40-5401	1,185.47	.00	1,185.47
06-40-5405	1,926.10	.00	1,926.10
06-40-5410	162.91	.00	162.91
06-47-5215	6,253.70	.00	6,253.70
06-47-5227	360.00	.00	360.00
06-47-5305	4,979.43	.00	4,979.43
06-47-5390	5,449.17	.00	5,449.17
06-47-5391	394.56	.00	394.56
06-47-5392	742.30	.00	742.30
06-47-5393	200.00	.00	200.00
06-47-5552	610.00	.00	610.00
06-47-5553	10,566.09	.00	10,566.09
06-47-5556	2,951.43	.00	2,951.43
06-47-5557	912.00	.00	912.00
09-02-2000	.00	19,852.18-	19,852.18-
09-50-5511	19,852.18	.00	19,852.18
13-02-2000	.00	9,787.22-	9,787.22-
13-40-5500	9,787.22	.00	9,787.22
14-02-2000	3,059.00	70,797.25-	67,738.25-
14-02-2005	.00	3,059.00-	3,059.00-
14-40-5500	9,621.25	.00	9,621.25
14-40-5505	61,176.00	.00	61,176.00
20-02-2000	.00	1,955.07-	1,955.07-
20-40-5066	76.09	.00	76.09
20-40-5320	598.55	.00	598.55
20-40-5400	177.33	.00	177.33
20-40-5401	1,103.10	.00	1,103.10
99-01-1075	45.17	.00	45.17
99-02-2000	.00	45.17-	45.17-
Grand Totals:	297,948.69	297,948.69-	.00

Report Criteria:

Report type: GL detail



Agenda Item Summary

MEETING DATE: April 11, 2022

SUBJECT: Resolution No. 28-R-2022: A Resolution of the Town of Mead, Colorado, Approving the First Amendment to Agreement for Professional Services with Greeley Lock & Key, LLC

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

SUMMARY

The Town utilizes two vendors exclusively, Greeley Lock and Key and Next Step Communications, to provide technical services at all Town facilities including data cabling, security cameras, and access control. Based on their excellent performance and familiarity with the Town facilities and ongoing service needs, the Town requested proposals from both firms to provide the security cameras at the new Public Works Facility currently under construction.

Staff believes the camera equipment, monitoring software capabilities, and integrated access control camera/intercom provided by Greeley Lock and Key best meet the needs of this facility in accordance with the Town's sole source procurement policy and the attached Sole Source justification memo dated March 29, 2022.

The Resolution amends the Agreement for Professional Services between the Town and Greeley Lock and Key dated February 14, 2022 ("Agreement"), pursuant to which Greeley Lock and Key installed access control and door hardware for the Public Works Facility. The proposed First Amendment amends the Services under the Agreement to include the camera installation and increases the Not-to-Exceed Amount by \$29,069.40 (for a total contract price of \$123,976.35). The additional services include procurement and installation of the necessary cabling, camera and intercom hardware, web-based monitoring software, and integration with the access control network.

This is an anticipated, budgeted item included in the overall facility budget to be performed outside the scope of the general contractor who is constructing the building.

FINANCIAL CONSIDERATIONS

Funds are identified in the 2022 approved Town budget in the Municipal Facilities Fund (09-50-5511), and \$30,000 was anticipated for this procurement. The additional services under the First Amendment total \$29,069.40.

Facility Project Budget	\$	5,020,000.00
Design	\$	338,297.00
General Contractor	\$	3,494,109.00
Fees and Permitting	\$	25,000.00
Utilities	\$	300,000.00
Construction Admin (Architect, Owner's Rep)	\$	190,000.00
Testing/Potholing	\$	25,000.00
Security Cameras	\$	30,000.00
Cabling, AV/Telecom	\$	38,000.00
Access Control/Door hardware	\$	95,000.00
Security Alarm	\$	7,500.00
Furniture, Equipment	\$	100,000.00
Emergency Generator (\$40k grant)	\$	100,000.00
Contingency	\$	277,094.00
	\$	5,020,000.00

STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the consent agenda for April 11, 2022, will approve this item. If the resolution is removed from the consent agenda, the suggested motion is:

“I move to adopt Resolution No. 28-R-2022, A Resolution of the Town of Mead, Colorado, Approving the First Amendment to Agreement for Professional Services with Greeley Lock & Key, LLC.”

ATTACHMENTS

Resolution No. 28-R-2022
First Amendment to Agreement for Professional Services
Sole Source Justification Memo

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 28-R-2022**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING THE FIRST
AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES WITH GREELEY
LOCK & KEY, LLC**

WHEREAS, the Town of Mead and Greeley Lock & Key, LLC (“Contractor”) entered into that certain Agreement for Professional Services dated February 14, 2022 (the “Agreement”) for the installation and procurement of access control and door hardware for the Town’s new Public Works Facility; and

WHEREAS, the Town requires the installation of security cameras at the Public Works Facility, and Contractor is one of two vendors that the Town uses exclusively to provide technical services at all Town facilities, which services include data cabling, security cameras, and access control; and

WHEREAS, based on proposals from each of the two vendors who provide the technical services described above, Town staff believes Contractor’s proposal best meets the needs of the Public Works Facility and recommends that the security camera installation be completed by Contractor; and

WHEREAS, the Town and Contractor desire to amend the Agreement as specifically set forth in the First Amendment to Agreement for Professional Services (the “First Amendment”), a copy of which is attached to this Resolution as **Exhibit 1**, in order to add the security camera installation to the Services under the Agreement and adjust the Not-to-Exceed amount to account for such additional services; and

WHEREAS, the Board of Trustees desires to approve the First Amendment and further desires to authorize the Mayor to execute the First Amendment on behalf of the Town.

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

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

Section 2. The Board of Trustees hereby: (a) approves the First Amendment in substantially the same form as is attached in **Exhibit 1**; (b) authorizes the Town Attorney in cooperation with the Town Manager to make non-material changes to the First Amendment that do not increase the Town’s financial obligations; and (c) authorizes the Mayor to execute the First Amendment on behalf of the Town when in final form.

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

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 11TH DAY OF APRIL, 2022.

ATTEST:

TOWN OF MEAD

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

By: _____
Colleen G. Whitlow, Mayor

Exhibit 1

First Amendment to Professional Services Agreement (Greeley Lock & Key, LLC)

Town of Mead, Colorado
FIRST AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES

Project/Services Name: Access Control and Door Hardware at Public Works Facility

THIS FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES (“First Amendment”) amends the Agreement for Professional Services entered into by and between **GREELEY LOCK & KEY, LLC**, a Colorado limited liability company with offices at 2533 11th Avenue, Greeley, Colorado 80631 (the “Contractor”) and the **TOWN OF MEAD, COLORADO**, a municipal corporation of the State of Colorado (the “Town”). The Town and Contractor may be collectively referred to herein as the “Parties” or individually as “Party.”

RECITALS

WHEREAS, the Parties entered into that certain Agreement for Professional Services dated February 14, 2022 (“Agreement”), pursuant to which Contractor was engaged to provide and install certain access control and door hardware at the Town’s Public Works Facility (“Scope of Work”); and

WHEREAS, Sections I.C and XII.F of the Agreement allow the Agreement to be amended by a writing signed by both Parties; and

WHEREAS, the Parties desire to include additional services in the Scope of Work and amend the Not-to-Exceed Amount to account for such additional services, as set forth in **Attachment 1** to this First Amendment.

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

1. **Recitals**. The foregoing recitals are true and correct and are incorporated into the Agreement by this reference as though set forth in full.
2. **Original Terms and Conditions**. Except as amended herein, the original terms and conditions of the Agreement remain in full force and effect.
3. **Amended Scope of Work**. The Scope of Work is amended to include the procurement and installation of the necessary cabling, camera and intercom hardware, web-based monitoring software, and integration with the access control network for the Town’s Public Works Facility that is currently under construction (“Additional Services”).
4. **Not-to-Exceed Amount**. The Not-to-Exceed Amount for Contractor’s Services is increased by Twenty-Nine Thousand Sixty-Nine Dollars and Forty Cents (\$29,069.40) (“NTE Increase”) to a total Not-to-Exceed Amount of **One Hundred Twenty-Three Thousand Nine Hundred Seventy-Six Dollars and Thirty-Five Cents (\$123,976.35)**.
5. **Payment**. The Town shall pay the Contractor the NTE Increase in a single lump sum payment

within thirty (30) days of Contractor’s completion of the Additional Services and Contractor’s submission to the Town of a final invoice for payment.

- 6. **Exhibits and Exhibit References.** The cost estimate for the Additional Services is attached hereto as **Attachment 1**. **Attachment 1** is incorporated into the Agreement as **Exhibit C**. All references in the Agreement to **Exhibit B** shall refer to **Exhibit B** and **Exhibit C**. The defined term “Equipment” (see paragraph I.B) in the Agreement shall include the items and equipment listed in **Exhibit C**, and Section IV of the Agreement concerning warranties shall apply to the equipment listed in **Exhibit C**.
- 7. **Conflict.** This First Amendment is and shall be construed as part of the Agreement. In the case of any inconsistency between this First Amendment and the Agreement, the provisions containing such inconsistency shall be reconciled with one another to the maximum extent possible, and then to the extent of any remaining inconsistency, the terms of this First Amendment shall control.
- 8. **Counterparts; Facsimile or Electronic Signature; Authority.** The Parties hereto agree that this First Amendment may be executed in multiple counterparts which, when signed by all Parties, shall constitute a binding agreement. The Parties further agree that this First Amendment may be executed by facsimile or electronic signature, and that any facsimile or electronic signature shall be binding upon the Party providing such signature as if it were the Party’s original signature.
- 9. **Effective Date.** This First Amendment shall be effective on the date of its mutual execution by the Parties.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to Agreement for Professional Services to be effective as set forth herein. By the signature of its representatives below, each Party affirms that it has taken all necessary action to authorize said representative to execute this First Amendment.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGES FOLLOW

THIS FIRST AMENDMENT is executed and made effective as provided herein.

TOWN OF MEAD, COLORADO:

By: _____
Colleen G. Whitlow, Mayor

Date of execution: _____

ATTEST:

Mary Strutt, MMC, Town Clerk

APPROVED AS TO FORM *(excluding exhibits):*

Marcus McAskin, Town Attorney

CONTRACTOR: Greeley Lock & Key, LLC,
a Colorado limited liability company

By: _____

Printed name: _____

Its: _____

Date of execution: _____

STATE OF COLORADO)
COUNTY OF _____) ss.

The foregoing First Amendment to Agreement for Professional Services was acknowledged before me this _____ day of _____, 2022, by _____ (printed name) as _____ (title) of Greeley Lock & Key, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

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

**GREELEY
LOCK & KEY™**

New Location

Hillside Shopping Center
2533 11th Avenue | Greeley, CO 80631

970-353-7880 | GreeleyLockAndKey.com

Town of Mead
P.O. Box 626
Mead CO 80542

ESTIMATE

DATE	ESTIMATE #	ACCOUNT #
2/4/2022	0000014373	0007252

The customer agrees that this is a good faith estimate, based on the information available at the time the estimate was created. Actual invoice amount may be different at the completion of the listed work, due to unforeseen factors such as additional work, broken hardware, additional keys, etc.

P.O. NUMBER		TERMS	DISPATCH #	SALES PERSON	
		NET 30		0005	
QUANTITY		DESCRIPTION		UNIT PRICE	AMOUNT
1.00		A500 with 16TB net storage and dual 1Gb Base-T network connection. Support for up to 25 cameras, 3 hard drives, Nvidia GeForce GPU, Ava Aware VMS, standard support, 3-year warranty and power cables included.		4,645.80	4,645.80
1.00		802.3/3u/3x/3ab/3af/3at/3az 24 X Gigabit Poe/poe+ Ports 48 Gbps Switching Capacity 370w Poe Total Power Budget		663.25	663.25
13.00		8MP 4K WHITE DOME IR POWERED		686.80	8,928.40
3.00		AVA 360 White Dome 9MP		686.80	2,060.40
13.00		Pendant mounting cap for Ava Dome and 360 cameras. White.		44.50	578.50
13.00		Mounting arm for Ava Dome and 360 cameras. White.		66.75	867.75
1.00		Cat6 550mhz Cmp Blue 1000ft Pullbox		398.50	398.50
1.00		Miscellaneous Materials		250.00	250.00
1.00		Lift rental		600.00	600.00
1.00		Access Control Labor		7,200.00	7,200.00
16.00		1 year subscription to Ava Aware, real-time video-analytics.		179.80	2,876.80

TOTAL	\$29,069.40
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JOB LOCATION:

Town of Mead
P.O. Box 626
Mead CO 80542

(X) _____
This estimate subject to terms and conditions of a signed agreement

First Amendment to Agreement for Professional Services (Greeley Lock & Key)
Project/Services: Access Control and Door Hardware at Public Works Facility

Page 5 of 5

March 29, 2022

Ms. Helen Migchelbrink, Town Manager
Town of Mead
441 3rd Street
Mead, CO 80542

RE: Greeley Lock and Key – Sole Source Justification

Ms. Migchelbrink,

Greeley Lock and Key provides the Town with access control services at all Town facilities. Based on their excellent performance and familiarity with the Town facilities and ongoing service needs, the Town proposes to utilize them for installation of security camera infrastructure for the new Public Works Facility currently under construction in accordance with the Town's sole source procurement policy. The justification for such includes the following:

1. Greeley Lock and Key is familiar with the Town operations and business needs and is currently providing the access control hardware and software at the new Public Works Facility.
2. Due to the isolated nature of the facility location, and regular operations that occur far from the front door, integration of the security cameras and intercom to the access control network is critical to allow for staff to monitor facility access remotely. Utilizing Greeley Lock and Key for both will ensure these two systems are seamlessly integrated.
3. Staff obtained proposals from two firms, Greeley Lock and Key and Next Step Communications, who currently provide security cameras, access control, and audio/visual equipment and support at all Town facilities. Staff believes the camera software proposed by Greeley Lock & Key is more user friendly, provides higher quality resolution to ensure enhanced security at this remote location, and will integrate seamlessly with the intercom system currently being provided by Greeley Lock & Key.
4. The scope and pricing for the proposed installation has been reviewed by the Owner's Representative (Ditesco) and it is in-line with the engineer's cost estimate.

The proposed contract totals \$29,069.40 and includes procurement and installation of the necessary cabling, security camera hardware, and web-based monitoring software, including integration into the existing access control software system currently in use in all Town facilities.

Sincerely,



A handwritten signature in black ink that reads "Erika Rasmussen".

Erika Rasmussen, P.E.
Town Engineer/Public Works Director



Agenda Item Summary

MEETING DATE: April 11, 2022

SUBJECT: Resolution No. 29-R-2022: A Resolution of the Town of Mead, Colorado, Approving Agreements for Professional Services Between the Town of Mead and Selected Qualified Firms to Provide On-Call Engineering Services for State or Federally Funded Projects

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

SUMMARY

In January, the Town requested proposals from qualified engineering consulting firms licensed in the State of Colorado to provide civil engineering services on an on-call basis for capital improvement projects with state and/or federal funding. Eight proposals were received on February 16 and five firms were shortlisted for interviews, which were conducted on March 11. The firms were evaluated on their proposal document and team experience and expertise including roadway, traffic, structural, drainage, utilities, landscaping, real estate acquisition, environmental mitigation and permitting, and public involvement.

The following Mead projects are currently identified or proposed with state/federal funds and include design, preparation of bid documents, construction bidding phase services and engineering support during construction:

- State Highway 66/Weld County Road 7 Pedestrian Trail and Underpass design and construction
- Safe Routes to School Trail Project design and construction
- Box Culvert Bridge design
- “1601” environmental clearance process for an interchange at WCR 38 and I-25.

Staff is recommending awarding an on-call contract to each of the following five shortlisted firms, as their expertise is varied and some may be better suited to a particular type of project than others. These firms are extremely capable and have a multitude of experience and expertise with similar projects in other jurisdictions.

- Ayres Associates, Inc.
- EST, Inc.
- Felsburg Holt & Ullevig, Inc.
- Otak, Inc.
- Wilson & Company, Inc.

Award of the on-call contracts establishes the rates for the various engineering services provided. Once under contract, three firms will be selected to propose on individual projects based on their area of expertise per federal procurement guidelines. A task order with a detailed project-specific scope and fee will be prepared for each project.

Resolution No. 29-R-2022 approves the form of agreement for professional services that will be used for the five on-call agreements, which will each have a termination date of December 31, 2023 and a not-to-exceed amount of five hundred thousand dollars (\$500,000.00).

FINANCIAL CONSIDERATIONS

Because these are on-call contracts, no amount is paid to any contractor unless and until the Town requests a contractor’s services for a specific project pursuant to a task order. Task orders will be issued as grant funding for each project is made available. All task orders that exceed \$25,000.00 will be brought before the Board for approval. Task orders for services costing \$25,000.00 or less may be approved by the Town Manager.

For reference, the Town currently has two grant-funded design projects with CDOT which are expected to commence as soon as possible in 2022. Both are funded through the Transportation Impact Fund (14-15-4570):

- Safe Routes to School Trail \$320,000
- SH 66 / CR7 Underpass \$300,000

STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the April 11, 2022 consent agenda will approve this item. If the resolution is removed from the consent agenda, Town Staff recommends the following motion:

“I move to adopt Resolution No. 29-R-2022, a Resolution of the Town of Mead, Colorado, Approving Agreements for Professional Services Between the Town of Mead and Selected Qualified Firms to Provide On-Call Engineering Services for State or Federally Funded Projects.”

ATTACHMENTS

Resolution No. 29-R-2022
Exhibit 1 to Resolution (Form of Agreement for Professional Services for On-Call Engineering Services for State or Federally Funded Projects)

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 29-R-2022**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING
AGREEMENTS FOR PROFESSIONAL SERVICES BETWEEN THE TOWN
OF MEAD AND SELECTED QUALIFIED FIRMS TO PROVIDE ON-CALL
ENGINEERING SERVICES FOR STATE OR FEDERALLY FUNDED
PROJECTS**

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

WHEREAS, the Town has need of professional on-call engineering services to support the successful completion of current or future State or Federally Funded Projects (“Services”); and

WHEREAS, the Town requested proposals from qualified engineering consulting firms licensed in the State of Colorado to provide the Services and received eight (8) responsive proposals by the applicable deadline; and

WHEREAS, Town staff has reviewed the proposals submitted, conducted interviews, reviewed proposed service-delivery and pricing models for the Services and has determined that each of Ayers Associates, Inc. (“Ayers”), EST, Inc. (“EST”), Felsburg Holt & Ullevig, Inc. (“FHU”), Otak, Inc. (“Otak”) and Wilson & Company, Inc., Engineers & Architects (“Wilson”) (collectively, the “Qualified Firms” and each a “Qualified Firm”) submitted responsive proposals; and

WHEREAS, Town Staff recommends entering into an on-call Agreement for Professional Services (“Agreement”) with each of the Qualified Firms as the expertise of each Qualified Firm is varied, and Ayers, EST, FHU, Otak and/or Wilson may be best positioned to provide project-specific Services to the Town based on whether the Services require roadway, traffic, structural, drainage, utilities, landscaping, real estate acquisition, environmental mitigation and permitting, or public involvement-related expertise; and

WHEREAS, the Town Board desires to approve a separate Agreement with each of the Qualified Firms; and

WHEREAS, each Agreement (for a total of five (5) Agreements) shall be in substantially the form attached to this Resolution as **Exhibit 1** and incorporated by reference; and

WHEREAS, each Agreement shall include a not-to-exceed amount of five hundred thousand dollars (\$500,000.00); and

WHEREAS, no Services may be authorized under any of the Agreements unless and until a task order has been approved by the Town which task order shall identify the specific Services to be provided to the Town and the not-to-exceed (NTE) amount associated with the Services; and

WHEREAS, the Board of Trustees desires to: (1) approve the Agreement in substantially the form attached to this Resolution, (2) delegate authority to the Mayor to execute each of the five Agreements on behalf of the Town of Mead (with each of Ayers, EST, FHU, Otak and Wilson) when in final form and following the review and approval of the Town Attorney, (3) authorize the Town Manager to approve or execute task orders under the Agreements so long as the total not-to-exceed (NTE) amount referenced in a specific task order is twenty-five thousand dollars (\$25,000.00) or less, and (4) authorize the Town Manager to execute renewals or extensions of the Agreements so long as the Town has appropriated funds for such services in its annual budget.

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 form attached hereto as **Exhibit 1**; (b) authorizes the Town Attorney in cooperation with the Town Manager and Town Engineer to make non-material changes to the five (5) Agreements authorized by this Resolution (with each of Ayers, EST, FHU, Otak and Wilson) that do not materially increase the Town’s obligations; (c) authorizes the Mayor to execute the Agreements when in final form and following the review and approval of the Town Attorney; (d) authorizes the Town Manager to approve or execute task orders under the Agreements so long as the total not-to-exceed (NTE) amount referenced in a specific task order is twenty-five thousand dollars (\$25,000.00) or less; and (e) authorizes the Town Manager to execute annual renewals or extensions of the Agreements so long as the Town has appropriated funds for such services in its annual budget.

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 11TH DAY OF APRIL, 2022.

ATTEST:

TOWN OF MEAD

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

By: _____
Colleen G. Whitlow, Mayor

Exhibit 1

Agreement for Professional Services

On-Call Engineering Services for State or Federally Funded Projects

[form Agreement attached]

Town of Mead, Colorado
AGREEMENT FOR PROFESSIONAL SERVICES

Project/Services Name:
On-Call Engineering Services for State or Federally Funded Projects

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 _____, a _____ with offices at _____ (“Contractor”) (each individually a “Party” and collectively the “Parties”).

RECITALS

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

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

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

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

I. SCOPE OF SERVICES

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

B. Task Orders. The Contractor shall provide the Services pursuant to one or more task orders, the form of which is attached hereto as **Exhibit C**, that set forth the scope of work and project cost for specific projects to be performed as part of the Services. The Contractor shall provide no Services except pursuant to task orders completed and executed by the Parties in accordance with this Agreement. The aggregate cost of all task orders issued hereunder shall not exceed the Not-to-Exceed Amount set forth in Section IV below. All Services provided pursuant to task orders issued hereunder shall be in compliance with the terms and conditions of this Agreement. Task orders with a total task order budget exceeding Twenty-Five Thousand Dollars (\$25,000.00) require approval by the Town Board of Trustees.

C. 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.

D. 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.

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

II. TERM AND TERMINATION

A. Term. This Agreement shall commence on the date of mutual execution of the Parties (the “Effective Date”) and shall continue until **December 31, 2023** or until terminated as provided herein (“Termination Date”). The Parties may mutually agree in writing to renew this Agreement for up to three additional one-year terms, subject to annual appropriation. Any writing renewing this Agreement shall include the not-to-exceed amount and any updated rate schedule for the renewal year.

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 _____ (“Contractor Representative”). The Contractor Representative shall act

as the Contractor’s primary point of contact with the Town. The Contractor shall not designate another person to be the Contractor Representative without prior written notice to the Town.

C. Town Supervision. The Contractor shall provide all Services with little or no daily supervision by Town staff or other contractors. Inability or failure of the Contractor to perform with little or no daily supervision which results in the Town’s need to allocate resources in time or expense for daily supervision shall constitute a material breach of this Agreement and be subject to cure or remedy, including possible termination of the Agreement, as provided in this Agreement.

IV. COMPENSATION

A. Not-to-Exceed Amount. Following execution of this Agreement by the Parties, the Contractor shall be authorized to and shall commence performance of the Services as described in **Exhibit A**, subject to the requirements and limitations on compensation as provided by this Section IV and its subsections. Compensation to be paid hereunder shall not exceed **Five Hundred Thousand Dollars and No Cents (\$500,000.00)** (“**Not-to-Exceed Amount**”) unless a different amount is agreed to by and between the Parties in accordance with the amendment requirements of this Agreement. Notwithstanding the amount specified in this Section, Contractor shall be paid only for work performed. Contractor shall not be paid until tasks identified in the Scope of Services are performed to the satisfaction of the Town. In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor as follows:

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

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

C. Reimbursable Expenses.

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

Contractor, and proof of payment shall be provided by the Contractor with the Contractor’s monthly invoices:

- ☐ None
- ☒ Vehicle Mileage (billed at not more than the prevailing per mile charge permitted by the IRS as a tax-deductible business expense)
- ☒ Printing and Photocopying Related to the Services (billed at actual cost)
- ☐ Long Distance Telephone Charges Related to the Services
- ☐ Postage and Delivery Services

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

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

V. PROFESSIONAL RESPONSIBILITY

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

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

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

VI. INDEPENDENT CONTRACTOR

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

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

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

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

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

VII. INSURANCE

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

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

annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder.

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

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

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

VIII. INDEMNIFICATION

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

subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

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

IX. WORKERS WITHOUT AUTHORIZATION

The Contractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement. The Contractor shall not contract with a subcontractor that fails to certify that the subcontractor does not knowingly employ or contract with any workers without authorization. By entering into this Agreement, the Contractor certifies as of the date of this Agreement it does not knowingly employ or contract with a worker without authorization who will perform work under this public contract for services and that the Contractor will participate in the e-verify program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement. The Contractor is prohibited from using the e-verify program to undertake pre-employment screening of job applicants while this Agreement is being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, the Contractor shall be required to notify the subcontractor and the Town within three (3) days that the Contractor has actual knowledge that a subcontractor is employing or contracting with a worker without authorization. The Contractor shall terminate the subcontract if the subcontractor does not stop employing or contracting with the worker without authorization within three (3) days of receiving the notice regarding the Contractor’s actual knowledge. The Contractor shall not terminate the subcontract if, during such three days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization. The Contractor is required to comply with any reasonable request made by the Colorado Department of Labor and Employment made in the course of an investigation undertaken to determine compliance with this provision and applicable state law. If the Contractor violates this provision, the Town may terminate this Agreement, and the Contractor may be liable for actual and/or consequential damages incurred by the Town, notwithstanding any limitation on such damages provided by this Agreement.

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	Contractor Name Attn: _____ Contractor Address
With Copy to: Michow Cox & McAskin LLP Attn: Mead Town Attorney 6530 S. Yosemite Street, Suite 200 Greenwood Village, Colorado 80111	With Copy to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE PAGES FOLLOW

THIS AGREEMENT is executed and made effective as provided above.

TOWN OF MEAD, COLORADO

By: _____

Printed Name: _____

Title: _____

Date of execution: _____

ATTEST:

Mary Strutt, MMC, Town Clerk

APPROVED AS TO FORM (*excluding exhibits*):

Marcus McAskin, Town Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

Date of execution: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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

My commission expires: _____

(S E A L)

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

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
COMPENSATION

EXHIBIT C
TASK ORDER FORM



TASK ORDER
SPECIAL PROJECT

TASK ORDER NO.: _____

Task Name: _____

Requested By: _____
(Town Dept. / Project Mgr.)

Proposed Start Date: _____

Funding Source: _____

Proposed Completion Date: _____

Tasks / Deliverables: See attached memorandum

Total Task Order Budget: _____

Approval:

Town Manager **Date:** _____

Additional Comments: This Task Order is not valid without attached Task Order memorandum, approved by _____. Task orders with a total task order budget exceeding Twenty-Five Thousand Dollars (\$25,000.00) require approval by the Town Board of Trustees. If applicable, the Board resolution authorizing the Town Manager to execute this Task Order shall be attached hereto.

Attachment: Task Order Memorandum

FINANCE DIRECTOR REVIEW:

Finance has reviewed this Task Order and the funds:

- ☐ *are appropriated*
☐ *are not appropriated (note: _____)*

By: _____

Account reference/information: _____



TASK ORDER MEMORANDUM

To: Town Manager

From:

Date:

Subject: _____

Task Order No. _____

This Task Order Memorandum has been prepared in accordance with the Town’s Agreement for Professional Services (PSA) with _____ (the “Contractor”) for On-Call Engineering Services for State or Federally Funded Projects. As set forth in the PSA, the Contractor shall provide no Services except pursuant to one or more task orders completed and executed by the Town and Contractor.

Task(s) to be performed:

Time schedule:

Deliverables:

Charges: Unless otherwise set forth in this Task Order Memorandum, the Charges authorized herein shall be considered a not to exceed (NTE) figure. Charges shall be calculated pursuant to the hourly rates in the PSA, unless otherwise set forth herein. A copy of the Contractor’s proposal related to the Task(s) outlined above is attached to this Task Order Memorandum as ATTACHMENT A. I have reviewed and approved the Contractor’s proposal, and I therefore request that you proceed to approve the attached Task Order, which will authorize the Contractor to proceed with the pass-through services described above for the not to exceed fee of _____.

Review and approval of Task Order Memorandum: _____

Name and Title: _____

(Note: This Task Order Memorandum is not valid unless and until a Task Order has been executed by the Town Manager and approved by the Finance Director. *Task orders with a total task order budget exceeding Twenty-Five Thousand Dollars (\$25,000.00) require approval by the Town Board of Trustees.*)

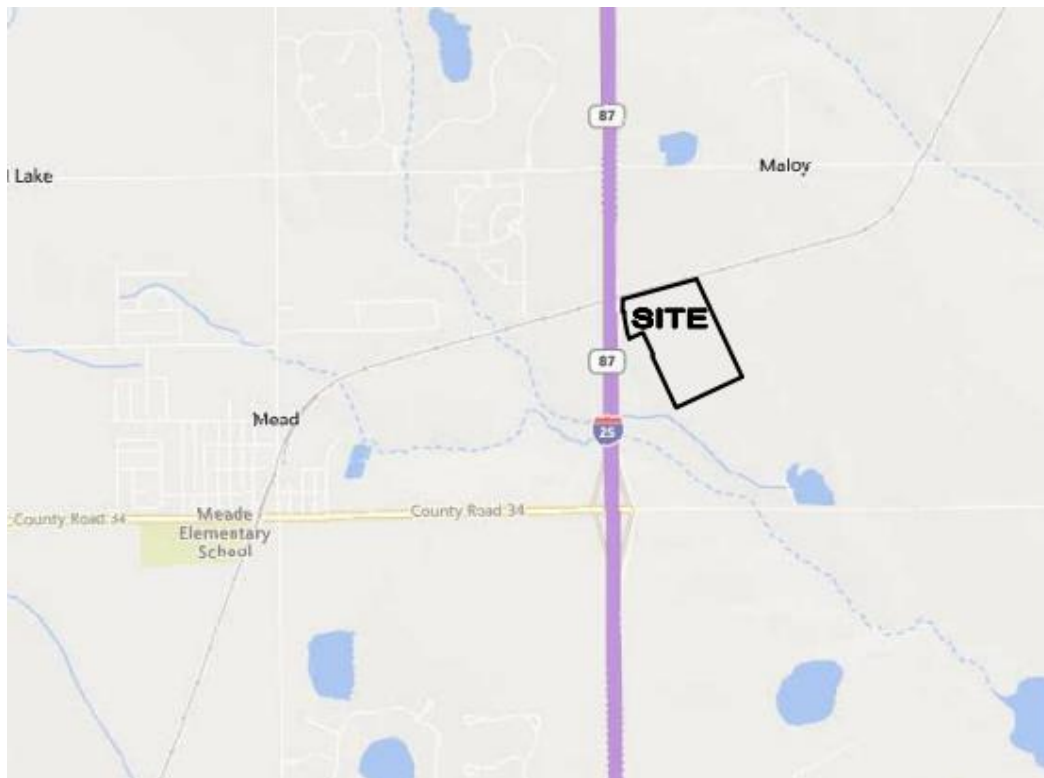


Agenda Item Summary

MEETING DATE:	Board of Trustees – April 11, 2022
SUBJECT:	Ordinance No. 993 – An Ordinance of the Town of Mead, Colorado, Approving with Conditions, Amendment No. 1 to the Raterink Mixed-Use Subdivision Final Plat
PRESENTED BY:	Collin Mieras, Planner II
ATTACHMENTS:	1. Ordinance No. 993 2. Amendment No. 1 to the Raterink Mixed-Use Subdivision Final Plat

SUMMARY STATEMENT

This is a request for the Board of Trustees to consider approval of an amendment to the Raterink Mixed-Use Subdivision Final Plat (“Final Plat”).



DETAIL OF REQUEST

Applicant: Flatirons, Inc.
Property Owner: SP-FXF Mead, LLC
Property Location: Generally, north of WCR 34 and east of I-25
Zoning Classification: Light Industrial
Comp. Plan Designation: Planned Industrial Mixed Use
Surrounding Land Uses:

North	Light Industrial – Town of Mead
Northwest	Light Industrial – Town of Mead
Northeast	Light Industrial – Town of Mead
South	Highway Commercial – Town of Mead
Southwest	Highway Commercial – Town of Mead
Southeast	Light Industrial – Town of Mead
East	Light Industrial – Town of Mead
West	I-25 – Town of Mead

Overview:

Flatirons, Inc. (the “Applicant”), Property Owner’s authorized representative, has submitted an application for an amendment to the Raterink Mixed-Use Subdivision Final Plat (“Amendment”), applicable to Lot 1, Block 1 of the Final Plat (the “Subject Property”). The Subject Property is located generally north of WCR 34 and east of I-25.

The Applicant is submitting the Amendment to correct a drafting error relating to utility easements on Lot 1, Block 1. This Amendment is being processed as an administrative plat in accordance with *Mead Municipal Code* (MMC) Section 16-4-110, which allows for the correcting of drafting and technical errors on a recorded subdivision plat.

After reviewing this application, Town staff has found it to be in compliance with the Municipal Code and Comprehensive Plan. Therefore, staff is recommending that the Board of Trustees approve the request.

Review Criteria Analysis

Staff has reviewed the application and found it to be in compliance with Section 16-4-110 of the Land Use Code, which contains the review criteria for administrative plats. The review criteria and staff’s analysis of how each criterion has been met are as follows:

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

Staff Comment: This Amendment proposes to remove three (3) utility easements shown on the recorded Raterink Mixed-Use Subdivision Final Plat and add four (4) utility easements not shown on the Final Plat. The Amendment supports a functional system of land use by ensuring the correct location for all utility easements.

2. The development will substantially comply with this Code.

Staff Comment: This Amendment corrects the utility easements for Lot 1, Block 1 of the Raterink Mixed-Use Subdivision. The easements were correctly shown on the recorded preliminary plat but incorrectly shown on the recorded Final Plat, indicating a technical error qualifying the Amendment as an administrative plat pursuant to MMC Section 16-4-110. The plat represents a functional system of land use and complies with all relevant requirements set forth in MMC Section 16-4-110 for administrative plat applications. The Amendment contains all of the information required in Section 16-4-110, including north arrow, vicinity map, address, title, legal description, number of lots, survey monuments, right of way dedications and other relevant data.

3. All applicable technical standards have been met.

Staff Comment: As stated previously, the administrative plat application contains all of the information required in Section 16-4-110 of the MMC, including north arrow, vicinity map, address, title, legal description, number of lots, survey monuments, and other relevant data.

Alternatives/Options:

The Board may: (1) approve and adopt the Ordinance; (2) direct Town Staff to make revisions to the Ordinance and schedule consideration of the Ordinance on a future Board of Trustees agenda; or (3) reject or deny the Ordinance based on failure to meet the stated criteria.

STAFF RECOMMENDATION

Staff recommends that the Board of Trustees approve the proposed Amendment using the following suggested motion:

Recommended motion:

“I MOVE TO APPROVE ORDINANCE NO. 993 AN ORDINANCE OF THE TOWN OF MEAD, COLORADO, APPROVING WITH CONDITIONS AMENDMENT NO. 1 TO THE RATERINK MIXED-USE SUBDIVISION FINAL PLAT, BASED ON A FINDING THAT THE ADMINISTRATIVE PLAT REVIEW CRITERIA SET FORTH IN SECTION 16-4-110 OF THE MEAD MUNICIPAL CODE HAVE BEEN SATISFIED, AS DETAILED IN THE AGENDA ITEM SUMMARY REPORT PREPARED FOR THE APRIL 11, 2022 BOARD OF TRUSTEES MEETING.”

**TOWN OF MEAD, COLORADO
ORDINANCE NO. 993**

**AN ORDINANCE OF THE TOWN OF MEAD, COLORADO, APPROVING
WITH CONDITIONS AMENDMENT NO. 1 TO THE RATERINK MIXED-
USE SUBDIVISION FINAL PLAT**

WHEREAS, the Town of Mead is authorized pursuant to Title 31, Article 23, C.R.S. and Article IV of Chapter 16 of the *Mead Municipal Code* (MMC) to regulate the subdivision of land; and

WHEREAS, Flatirons, Inc., a Colorado corporation (“Applicant”), submitted to the Town an application for Amendment No. 1 to the Raterink Mixed-Use Subdivision Final Plat (“Administrative Plat”) for property generally located north of WCR 34 and east of I-25 and more particularly described as follows:

Lot 1, Block 1, Raterink Mixed-Use Subdivision Final Plat, Town of Mead, State of Colorado (the “Property”); and

WHEREAS, the Applicant is the authorized representative of the Property owner, SP-FXF Mead, LLC; and

WHEREAS, Section 16-4-110 of the MMC authorizes administrative staff review and approval of the Administrative Plat, subject to confirmation by the Board of Trustees through the adoption of an ordinance approving the Administrative Plat; and

WHEREAS, the Applicant is proposing the Administrative Plat to correct a drafting error relating to easements on the Property as shown on the subdivision plat designated as the Raterink Mixed-Use Subdivision Final Plat, recorded with the Weld County Clerk and Recorder at Rec. No. 4542531; and

WHEREAS, the administrative record for this matter includes, but is not limited to, the Town of Mead Land Use Code, the Town of Mead Comprehensive Plan, all other applicable ordinances, resolutions and regulations, the staff files and reports of the Planning Director and Town Engineer related to the Administrative Plat, any and all submittals by the Applicant and members of the public, and the tape recordings and minutes of the Board of Trustees meeting at which the Administrative Plat was considered; and

WHEREAS, the Applicant has agreed to all conditions of approval as stated in this ordinance; and

WHEREAS, the Board of Trustees has determined that the Administrative Plat meets all applicable requirements of the Town of Mead Land Use Code and MMC and that the review criteria set forth in Section 16-4-110(3)(f) of the MMC have been satisfied; and

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

NOW THEREFORE, BE IT ORDAINED by the Board of Trustees of the Town of Mead,

Weld County, Colorado, that:

Section 1. The Administrative Plat designated as AMENDMENT NO. 1 TO THE RATERINK MIXED-USE SUBDIVISION FINAL PLAT is approved subject to the following conditions of approval:

- a. Prior to and as a condition of recordation of the Administrative Plat, the Applicant shall resolve/correct any minor technical issues as directed by Town staff; and
- b. The Applicant shall pay all fees and costs incurred by the Town and its consultants, including without limitation legal fees and costs, for review and processing of the Administrative Plat application within forty-five (45) days of receiving an invoice from the Town. If the fees and costs are not paid within forty-five (45) days of receiving an invoice, the Town may withhold issuance of building permits or further approvals until the invoices have been paid; and
- c. The Applicant shall pay recording fees and other costs billed by the Town, as authorized by Section 16-4-110(3)(h)(1) of the MMC.

Section 2. Subject to review and approval of the Administrative Plat mylar by the Town staff, and satisfaction of the conditions set forth in a. through c. in Section 1 above, the Mayor and other Town officials, as applicable, are hereby authorized to sign the Administrative Plat mylar and cause the same to be recorded in the real property records of Weld County, Colorado.

Section 3. Effective Date. This ordinance shall be published and become effective as provided by law.

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

Section 5. Severability. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the ordinance. The Board of Trustees hereby declares that it would have passed the ordinance including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more part, section, subsection, sentence, clause or phrase is declared invalid.

Section 6. Repealer. All ordinances or resolutions, or parts thereof, in conflict with this ordinance are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such ordinances or resolutions, nor revive any ordinances or resolutions thereby.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 11TH DAY OF APRIL, 2022.

ATTEST:

TOWN OF MEAD

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

By: _____
Colleen G. Whitlow, Mayor

Amendment No. 1 to the Raterink Mixed-Use Subdivision Final Plat

Certificate of Ownership and Dedication.

KNOW ALL MEN BY THESE PRESENTS THAT SP–FXF MEAD, LLC, A DELAWARE LIMITED LIABILITY COMPANY, BEING THE OWNER OF CERTAIN LANDS IN MEAD, COLORADO, DESCRIBED HEREIN, HAS CAUSED SAID LAND TO BE PLATTED INTO LOTS, BLOCKS, TRACTS, STREETS AND EASEMENTS AS SHOWN HEREON UNDER THE NAME OF AMENDMENT NO. 1 TO THE RATERINK MIXED–USE SUBDIVISION FINAL PLAT, AND DOES HEREBY DEDICATE TO THE TOWN OF MEAD, IN FEE SIMPLE ABSOLUTE WITH MARKETABLE TITLE, ALL STRIPS OF GROUND DEPICTED OR REFERENCED HEREON AS “R.O.W.” OR “RIGHTS–OF–WAY,” FOR PUBLIC STREET AND ASSOCIATED PURPOSES, AND DOES FURTHER DEDICATE AND GRANT UNTO THE TOWN OF MEAD SUCH EASEMENTS AS ARE DEPICTED OR REFERENCED HEREON (EXCEPT THOSE OF PRIOR RECORD), FOR THE USES AND PURPOSES SO INDICATED. THE TOWN OF MEAD, AND SUCH ENTITIES AS MAY BE RESPONSIBLE FOR THE SERVICES AND/OR UTILITIES FOR WHICH THE EASEMENTS ARE ESTABLISHED, ARE HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR THE PURPOSE NAMED ON THE EASEMENT, FOR THE INSTALLATION, MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES. THE TOWN OF MEAD DOES NOT ACCEPT ANY DUTY OF MAINTENANCE OF THE EASEMENTS, OR OF IMPROVEMENTS IN THE EASEMENTS THAT ARE NOT OWNED BY THE TOWN, AND FURTHER RESERVES ITS RIGHTS TO REMOVE OR REQUIRE THE OWNER TO REMOVE, AT OWNER’S EXPENSE, ANY OBJECTS IN THE EASEMENTS THAT INTERFERE WITH THEIR USE AND ENJOYMENT FOR THEIR INTENDED PURPOSE. THE RIGHTS GRANTED TO THE TOWN OF MEAD BY THIS PLAT INURE ALSO TO THE BENEFIT OF ITS AGENTS, LICENSEES, PERMITTEES AND ASSIGNS. ALL CONDITIONS, TERMS AND SPECIFICATIONS DESIGNATED OR DESCRIBED HEREIN SHALL BE BINDING ON THE OWNER, ITS HEIRS, SUCCESSORS AND ASSIGNS. THE SIGNATURE OF ANY REPRESENTATIVE OF ANY PARTNERSHIP, LIMITED LIABILITY COMPANY, OR CORPORATE ENTITY INDICATES THAT ALL REQUIRED APPROVALS FROM SUCH ENTITY HAVE BEEN OBTAINED.

LOT 1, BLOCK 1, RATERINK MIXED–USE SUBDIVISION FINAL PLAT, LOCATED IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE NORTH LINE OF LOT 1, BLOCK 1 TO BEAR NORTH 74°52’15” EAST, A DISTANCE OF 1183.55 FEET BETWEEN A FOUND #5 REBAR WITH 2” ALUMINUM CAP “DB&CO PLS 28657 AT THE NORTHWEST CORNER OF SAID LOT 1 AND A FOUND #5 REBAR WITH 1 1/2” ALUMINUM CAP “FLATIRONSS SURV 16406” AT THE NORTHEAST CORNER OF SAID LOT 1 WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE ALONG SAID NORTH LINE, NORTH 74°52’15” EAST, A DISTANCE OF 1183.55 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE ALONG THE EAST LINE OF SAID LOT 1, SOUTH 25°05’38” EAST, A DISTANCE OF 1672.43 FEET TO THE MOST EASTERLY CORNER OF SAID LOT 1;

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOT 1, SOUTH 64°55’25” WEST, A DISTANCE OF 1129.10 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 1;

THENCE ALONG THE WESTERLY LINES OF SAID LOT 1 THE FOLLOWING SIX (6) COURSES:

1. NORTH 25°07’45” WEST, A DISTANCE OF 882.29 FEET;
 2. THENCE NORTH 26°12’40” EAST, A DISTANCE OF 32.02 FEET;
 3. THENCE NORTH 25°07’45” WEST, A DISTANCE OF 376.25 FEET;
 4. THENCE SOUTH 64°52’15” WEST, A DISTANCE OF 233.89 FEET TO A POINT OF CURVATURE;
 5. THENCE 423.28 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1449.96 FEET, AN INCLUDED ANGLE OF 16°43’34” AND SUBTENDED BY A CHORD BEARING NORTH 10°42’36” WEST, A DISTANCE OF 421.78 FEET;
 - 6.. THENCE NORTH 87°03’11” WEST, A DISTANCE OF 27.60 FEET TO A POINT ON THE EASTERLY RIGHT–OF–WAY LINE OF THE INTERSTATE 25 FRONTAGE ROAD;
- THENCE ALONG SAID EASTERLY RIGHT–OF–WAY LINE, NORTH 02°32’49” EAST, A DISTANCE OF 199.74 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

THUS–DESCRIBED AMENDED FINAL PLAT CONTAINS 2,075,645 SQ. FT., OR 47.65 ACRES MORE OR LESS, TOGETHER WITH AND SUBJECT TO ALL EASEMENTS AND RIGHTS–OF–WAY EXISTING AND/OR OF PUBLIC RECORD.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HAND AND SEAL THIS ____ DAY OF _____ 20____

OWNER: SP–FXF MEAD, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____
PRINTED: _____
TITLE: _____

STATE OF _____ }
COUNTY OF _____ }SS

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

SP–FXF MEAD, LLC, A DELAWARE LIMITED LIABILITY COMPANY

MY COMMISSION EXPIRES: _____

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

A REPLAT OF LOT 1, BLOCK 1, RATERINK MIXED–USE SUBDIVISION FINAL PLAT, LOCATED IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO

SHEET 1 OF 2

TOTAL AREA = 2,075,645 SQ. FT., OR 47.65 ACRES, MORE OR LESS



Vicinity Map
NOT TO SCALE

Town Engineer Certificate

APPROVED AS TO FORM BY THE TOWN ENGINEER OF THE TOWN OF MEAD, COLORADO, THIS

____ DAY OF _____ A.D. _____

TOWN ENGINEER

Certificate of Final Staff Review and Approval.

THIS “AMENDMENT NO. 1 TO THE RATERINK MIXED–USE SUBDIVISION FINAL PLAT” HAS BEEN REVIEWED BY THE TOWN OF MEAD STAFF AND APPROVED FOR SUBMITTAL TO THE BOARD OF TRUSTEES FOR ACCEPTANCE BY ORDINANCE, THIS ____ DAY OF _____, 20____.

TOWN MANAGER

Maintenance Guarantee.

THE OWNER OF THE PROPERTY SHOWN HEREON (“OWNER”) HEREBY WARRANTS AND GUARANTEES TO THE TOWN, FOR A PERIOD OF TWO (2) YEARS FROM THE DATE OF COMPLETION AND CONDITIONAL ACCEPTANCE BY THE TOWN OF THE IMPROVEMENTS WARRANTED HEREUNDER, THE FULL AND COMPLETE MAINTENANCE AND REPAIR OF THE IMPROVEMENTS TO BE CONSTRUCTED IN CONNECTION WITH THE DEVELOPMENT OF THE PROPERTY THAT IS THE SUBJECT OF THIS PLAT. THIS WARRANTY AND GUARANTEE IS MADE IN ACCORDANCE WITH THE TOWN OF MEAD MUNICIPAL CODE, SECTION 16–4–130(H) AND THE TOWN’S DESIGN STANDARDS AND CONSTRUCTION SPECIFICATIONS, AS APPLICABLE AND AS MAY BE AMENDED FROM TIME TO TIME. THIS GUARANTEE APPLIES TO THE STREETS AND ALL OTHER APPURTENANT STRUCTURES AND AMENITIES LYING WITHIN THE RIGHT–OF–WAY, EASEMENTS, AND OTHER PUBLIC PROPERTIES INCLUDING, WITHOUT LIMITATION, ALL CURBING, SIDEWALKS, BIKE PATHS, DRAINAGE PIPES, CULVERTS, CATCH BASINS, DRAINAGE DITCHES, AND LANDSCAPING. ANY MAINTENANCE AND/OR REPAIR REQUIRED ON UTILITIES SHALL BE COORDINATED WITH THE OWNING UTILITY COMPANY OR DEPARTMENT. THE OWNER SHALL MAINTAIN SAID IMPROVEMENTS IN A MANNER THAT WILL ASSURE COMPLIANCE ON A CONSISTENT BASIS WITH ALL CONSTRUCTION STANDARDS, SAFETY REQUIREMENTS, AND ENVIRONMENTAL PROTECTION REQUIREMENTS OF THE TOWN. THE OWNER SHALL ALSO CORRECT AND REPAIR, OR CAUSE TO BE CORRECT AND REPAIRED, ALL DAMAGES TO SAID IMPROVEMENTS RESULTING FROM DEVELOPMENT–RELATED OR BUILDING–RELATED ACTIVITIES. IN THE EVENT THE OWNER FAILS TO CORRECT ANY DAMAGES WITHIN THIRTY (30) DAYS AFTER WRITTEN NOTICE THEREOF, THEN SAID DAMAGES MAY BE CORRECTED BY THE TOWN AND ALL COSTS AND CHARGES BILLED TO AND PAID BY THE OWNER. THE TOWN SHALL ALSO HAVE ANY OTHER REMEDIES AVAILABLE TO IT AS AUTHORIZED BY LAW. ANY DAMAGES THAT OCCURRED PRIOR TO THE END OF SAID TWO (2) YEAR PERIOD AND ARE UNREPAIRED AT THE TERMINATION OF SAID PERIOD SHALL REMAIN THE RESPONSIBILITY OF THE OWNER.

Drainage Maintenance.

THE OWNER, ITS LEGAL REPRESENTATIVES, HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS IN INTEREST AND ASSIGNS SHALL BE JOINTLY AND SEVERALLY LIABLE AND RESPONSIBLE FOR MAINTAINING THE STRUCTURAL INTEGRITY AND OPERATIONAL FUNCTIONS OF ALL DRAINAGE FACILITIES LOCATED ON THE PROPERTY SHOWN HEREON UNLESS OTHERWISE SPECIFIED HEREIN, INCLUDING BUT NOT LIMITED TO PRIVATE DRAINAGE FACILITIES AND PUBLIC AND PRIVATE DRAINAGE EASEMENTS. IN THE EVENT THE OWNER FAILS TO CORRECTLY MAINTAIN OR REPAIR ANY SUCH DRAINAGE FACILITIES WITHIN THIRTY (30) DAYS AFTER WRITTEN NOTICE THEREOF, THEN SAID CORRECTIONS/REPAIRS TO SAID DRAINAGE FACILITIES MAY BE COMMENCED AND COMPLETED BY THE TOWN AND ALL COSTS AND CHARGES BILLED TO AND PAID BY THE OWNER. THE TOWN SHALL HAVE THE PERPETUAL LEGAL RIGHT TO ACCESS THE DRAINAGE FACILITIES ON THE PROPERTY SHOWN HEREON IN ORDER TO COMMENCE AND COMPLETE SAID CORRECTIONS/REPAIRS. THE TOWN SHALL ALSO HAVE ANY OTHER REMEDIES AVAILABLE TO IT AS AUTHORIZED BY LAW.

Applicant

FLATIRONS, INC.
655 FOURTH AVE
LONGMONT, CO 80501

Engineer

KIMLEY–HORN AND ASSOCIATES, INC
4801 RIVER CROSSING BLVD STE 1500
DENVER, CO 80237

Owner

SP–FXF MEAD, LLC
8801 RIVER CROSSING BLVD STE 300
C/O SCANNELL PROPERTIES
INDIANAPOLIS, IN 432402394

Notes

1. CHICAGO TITLE INSURANCE COMPANY BINDER NUMBER C2067275–095–095–2CA, DATED OCTOBER 22, 2021 AT 8:00 A.M., WAS ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS–OF–WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS AMENDED FINAL PLAT. THE PROPERTY SHOWN AND DESCRIBED HEREON IS A PORTION OF THE PROPERTY DESCRIBED IN SAID TITLE BINDER..
2. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS FINAL PLAT 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.
3. THIS AMENDED FINAL PLAT IS VALID ONLY IF PRINT HAS SEAL AND SIGNATURE OF SURVEYOR.
4. BASIS OF BEARINGS: GPS DERIVED BEARINGS BASED ON A BEARING OF NORTH 74°52’15” EAST ALONG THE NORTH LINE OF LOT 1, BLOCK 1, RATERINK MIXED–USE SUBDIVISION FINAL PLAT BETWEEN A FOUND #5 REBAR WITH 2” ALUMINUM CAP “DB&CO PLS 28657 AT THE NORTHWEST CORNER OF SAID LOT 1 AND A FOUND #5 REBAR WITH 1 1/2” ALUMINUM CAP “FLATIRONSS SURV 16406” AT THE NORTHEAST CORNER OF SAID LOT 1 AS SHOWN HEREON. COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983 (NAD83). ALL BEARINGS SHOWN HEREON ARE RELATIVE THERETO.
5. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT AND/OR BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE C.R.S. SEC 18–4–508.
6. THE DISTANCE MEASUREMENTS SHOWN HEREON ARE U.S. SURVEY FOOT.
7. DATES OF FIELDWORK: OCTOBER 2021.
8. THE FOLLOWING DOCUMENTS ARE MENTIONED IN THE ABOVE REFERENCED TITLE DOCUMENT AND APPEAR TO AFFECT THE SUBJECT PROPERTY BUT CANNOT BE SHOWN GRAPHICALLY. THE FOLLOWING LIST CONTAINS THE TITLE DOCUMENT EXCEPTION NUMBER, DATE RECORDED, RECEPTION NUMBER AND/OR BOOK AND PAGE.

#	DATE	RECEIPTION NUMBER	BOOK AND PAGE	DESCRIPTION
#2	MARCH 3, 1882	BK 20, PG 357	PATENT	
#3	FEB 14, 1927	BK 772, PG 563	DITCH EASEMENT (NOT SPECIFICALLY DEFINED)	
#4	APRIL 7, 1947	BK 1201, PG 327	WYCO PIPE LINE	
DEC 3, 2013	REC. NO. 3981537		ASSIGNMENT AND CONVEYANCE AGREEMENT	
#5	JAN 24, 1991	REC. NO. 2239296	UNITED POWER NOTICE	
#6	DEC 8, 1992	REC. NO. 2313692	INCLUSION IN THE WELD COUNTY ROAD 34 IMPROVEMENT DISTRICT	
#8	FEB 8, 1996	REC. NO. 2475607	PIPELINE EASEMENT	
JULY 8, 2021	REC. NO. 4733294		QUIT CLAIM DEED	
#11	SEPT 29, 2010	REC. NO. 3721790	INCLUSION IN THE NORTHERN COLORADO WATER CONSERVANCY DISTRICT	
#12	MAY 30, 2012	REC. NO. 3849076	INCLUSION IN THE ST. VRAIN SANITATION DISTRICT	
#13	AUG 1, 2013	REC. NO. 3952631	GAS LEASE	
#14	SEPT 3, 2019	REC. NO. 4519854	ORD 895	
#15	SEPT 3, 2019	REC. NO. 4519855	ANNEXATION MAP	
#16	SEPT 3, 2019	REC. NO. 4519856	ORD. 896	
#17	SEPT 3, 2019	REC. NO. 4519857	ZONING MAP	
#18	SEPT 3, 2019	REC. NO. 4519858	ORD 897	
#19	SEPT 3, 2019	REC. NO. 4519859	ANNEXATION AGREEMENT	
#20	SEPT 3, 2019	REC. NO. 4519860	ORD 898	
#21	SEPT 3, 2019	REC. NO. 4519861	ANNEXATION AGREEMENT	
#22	SEPT 3, 2019	REC. NO. 4519862	RESOLUTION NO. 50–R–2019	
#23	NOV 19, 2019	REC. NO. 4542529	ORD 911	
#24	NOV 19, 2019	REC. NO. 4542530	SUBDIVISION IMPROVEMENT AGREEMENT	
#26	NOV 19, 2019	REC. NO. 4542532	ORD 912	
#27	NOV 19, 2019	REC. NO. 4542533	SUBDIVISION IMPROVEMENT AGREEMENT	
#28	NOV 19, 2019	REC. NO. 4542534	SITE PLAN	
#30	DEC 2, 2019	REC. NO. 4545741	RESERVATIONS IN DEED	
#32	DEC 3, 2019	REC. NO. 4546397	DEED	
#33	FEB 13, 2020	REC. NO. 4566243	ACKNOWLEDGMENT AND CONSENT	
#34	JUNE 26, 2020	REC. NO. 4602831	NOTICE OF COMMENCEMENT	
#35	FEB 28, 2020	REC. NO. 4570685	DEED OF TRUST	
#36	FEB 28, 2020	REC. NO. 4570687	LEASE	
#37	FEB 28, 2020	REC. NO. 4570688	FINANCIAL STATEMENT	
#38	JAN 20, 2021	REC. NO. 4673145	GENERAL DISCLOSURE	
#39	JAN 25, 2021	REC. NO. 4674870	IN CLUSION IN THE METROPOLITAN DISTRICT	
#40	JULY 16, 2021	REC. NO. 4736531	NOTICE	
#41	JULY 22, 2021	REC. NO. 4738389	AMENDED NOTICE	
#42	OCT 15, 2021	REC. NO. 4766030	STATEMENT OF LIEN	
#43	JULY 8, 2021	REC. NO. 4733294	EASEMENT FOR PIPELINES	

9. FLOOD INFORMATION: THE SUBJECT PROPERTY IS LOCATED IN ZONE X UNSHADED, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP; COMMUNITY–PANEL NO. 08123C–1880 E, DATED JANUARY 20, 2016. THE MAP DOES NOT DIFFERENTIATE BETWEEN ZONE X UNSHADED AND ZONE D. FLOOD INFORMATION IS SUBJECT TO CHANGE.

10. UTILITY EASEMENTS ARE DEDICATED TO THE TOWN OF MEAD FOR ITS BENEFIT, AND THAT OF APPLICABLE UTILITY PROVIDERS, FOR THE INSTALLATION, MAINTENANCE, AND REPLACEMENT OF WATER, SANITARY SEWER, ELECTRIC, GAS, TELEVISION, CABLE, AND TELECOMMUNICATIONS FACILITIES. PERMANENT STRUCTURES, IMPROVEMENTS, OBJECTS, BUILDINGS, WELLS, AND OTHER OBJECTS THAT MAY INTERFERE WITH THE UTILITY FACILITIES OR USE THEREOF (INTERFERING OBJECTS) SHALL NOT BE PERMITTED WITHIN SAID UTILITY EASEMENTS AND THE TOWN OR APPLICABLE UTILITY PROVIDERS MAY REMOVE ANY INTERFERING OBJECTS AT NO COST TO THE ENTITY REMOVING SUCH, INCLUDING, WITHOUT LIMITATION, VEGETATION, NOTWITHSTANDING THE FOREGOING, PAVEMENT AND FENCING ARE PERMITTED. PUBLIC SERVICE COMPANY OF COLORADO (PSCO) AND ITS SUCCESSORS RESERVE THE RIGHT TO REQUIRE ADDITIONAL EASEMENTS AND TO REQUIRE THE PROPERTY OWNER TO GRANT PSCO AN EASEMENT ON ITS STANDARD FORM AS APPROVED BY OWNER.

11. THE PURPOSE OF THIS AMENDMENT NO. 1 TO THE RATERINK MIXED–USE SUBDIVISION FINAL PLAT (AMENDMENT NO. 1”) IS TO CORRECT THE LOCATION OF THE UTILITY EASEMENTS DEDICATED TO THE TOWN OF MEAD INTERNAL TO LOT 1, BLOCK 1, RATERINK MIXED–USE SUBDIVISION FINAL PLAT, RECORDED IN THE RECORDS OF WELD COUNTY ON NOVEMBER 19, 2019, AT RECEPTION NO. 4542531 (“LOT 1, BLOCK 1”). ANY UTILITY EASEMENT INTERNAL TO LOT 1, BLOCK 1 SHOWN ON THE RATERINK MIXED–USE SUBDIVISION FINAL PLAT RECORDED IN THE RECORDS OF WELD COUNTY ON NOVEMBER 19, 2019, AT RECEPTION NO. 4542531 BUT NOT SHOWN OR DEPICTED ON THIS AMENDMENT NO. 1 IS HEREBY VACATED.

Surveying Certificate:

I JAMES Z. GOWAN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE AMENDED FINAL PLAT MAP SHOWN HEREON IS A CORRECT DELINEATION OF THE ABOVE DESCRIBED PARCEL OF LAND.

I FURTHER CERTIFY THAT THIS AMENDED FINAL PLAT MAP AND LEGAL DESCRIPTION WERE PREPARED UNDER MY PERSONAL SUPERVISION AND IN ACCORD WITH APPLICABLE STATE OF COLORADO REQUIREMENTS ON THIS ____ DAY OF _____, 20____.

BY: JAMES Z. GOWAN P.L.S. 29038
VICE PRESIDENT, FLATIRONS, INC.

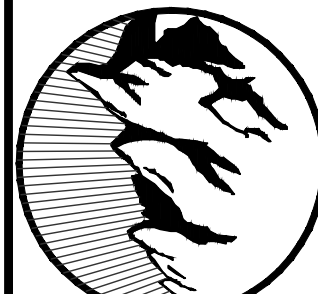
DATE	REVISION
2021-12-13	1
2022-03-09 EP	2
	3
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	8
	9

AMENDMENT NO. 1 TO THE
RATERINK MIXED–USE SUBDIVISION
FINAL PLAT

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Flatirons, Inc.
Land Surveying Services
www.FlatironsInc.com

3825 IRLS AVE. STE. 395
BOULDER, CO 80301
PH: (303) 443-7001
FAX: (303) 443-9830



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WILL HAVE STAMP
(SEAL)

JOB NUMBER:
18–71,130
DATE:
11–10–2021
DRAWN BY:
E. PRESCOTT
CHECKED BY:
JK/ETB/WW

SHEET 1 OF 2

Amendment No. 1 to the Raterink Mixed-Use Subdivision Final Plat

A REPLAT OF LOT 1, BLOCK 1, RATERINK MIXED-USE SUBDIVISION FINAL PLAT,
LOCATED IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH,
RANGE 68 WEST OF THE 6TH P.M.,
TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO
SHEET 2 OF 2

Legend

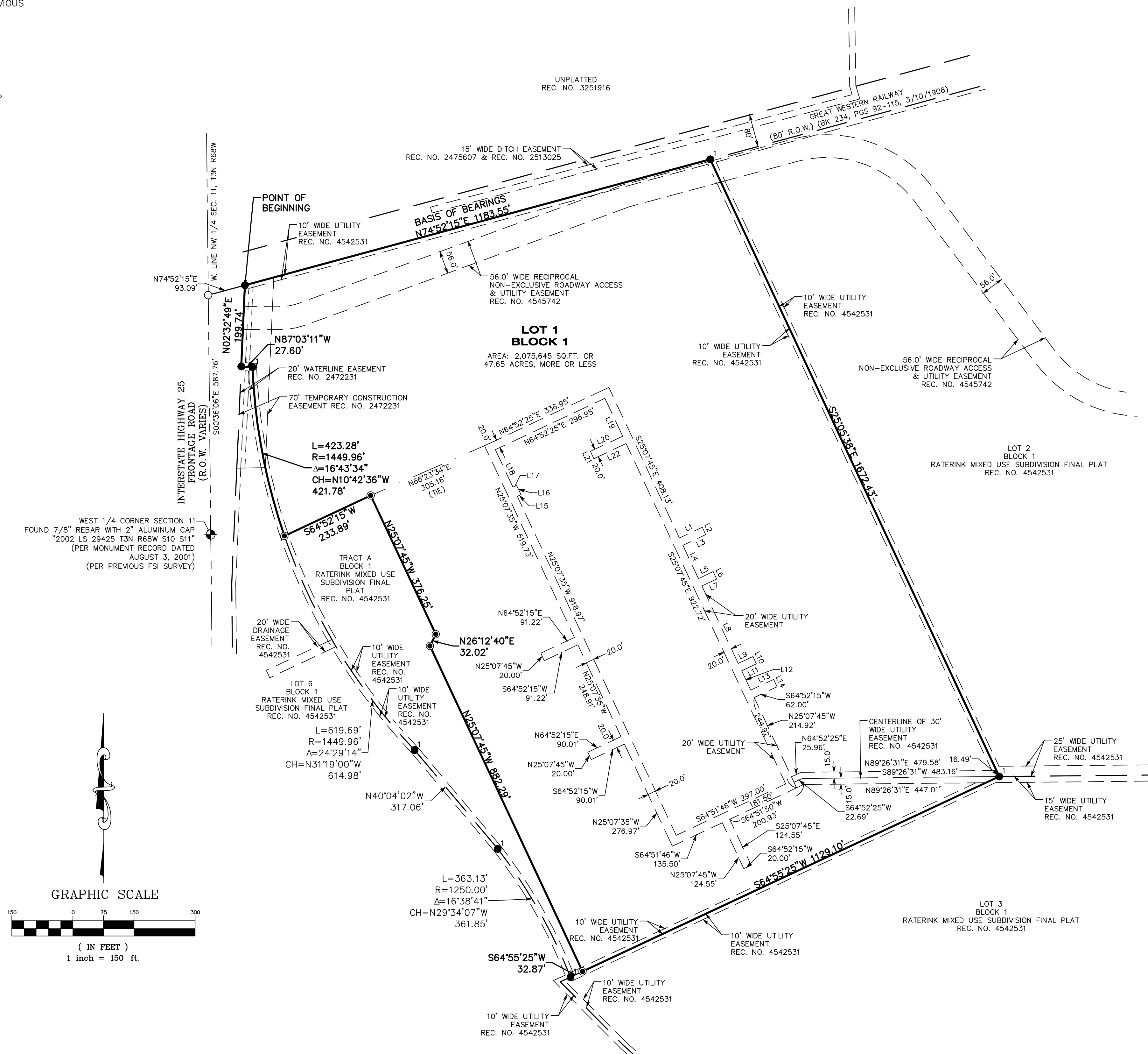
- FOUND ALIQUOT MONUMENT AS DESCRIBED (PER PREVIOUS
FSI SURVEYS)
- FOUND MONUMENT AS DESCRIBED
- FOUND 18" #5 REBAR WITH 1 1/2" ALUMINUM CAP
"FLATIRONS SURV 16406"
- CALCULATED POSITION, NOT FOUND OR SET
- SET 18" LONG #5 REBAR WITH 1 1/2" ALUMINUM CAP
"FLATIRONS SURV 19588"

Boundary Closure Report

COURSE:	N74°52'15"E	LENGTH:	1183.55'
COURSE:	S25°05'38"E	LENGTH:	1672.43'
COURSE:	S64°55'25"W	LENGTH:	1129.10'
COURSE:	N25°07'45"W	LENGTH:	882.29'
COURSE:	N26°12'40"E	LENGTH:	32.02'
COURSE:	N25°07'45"W	LENGTH:	376.25'
COURSE:	S64°52'15"W	LENGTH:	233.89'
LENGTH:	423.28'	RADIUS:	1449.96'
DELTA:	016°43'34"		
CHORD:	421.78'	COURSE:	N10°42'36"W
COURSE:	N87°03'11"W	LENGTH:	27.60'
COURSE:	N02°32'49"E	LENGTH:	199.74'

AREA: 2075645 SQ. FT.
ERROR CLOSURE: 0.00 COURSE: N39°26'37"E
ERROR NORTH: 0.003 EAST: 0.003

```
PRECISION 1: 6160150000
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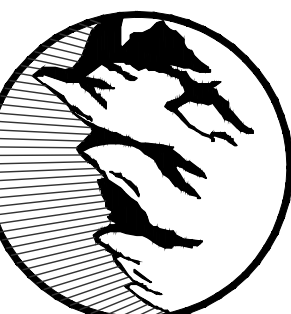
LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N64°52'15"E	62.00
L2	S25°07'45"E	20.00
L3	S64°52'15"W	62.00
L4	S25°07'45"E	90.00
L5	N64°52'15"E	40.00
L6	S25°07'45"E	20.00
L7	S64°52'15"W	40.00
L8	S25°07'45"E	21.00
L9	N64°52'15"E	40.00
L10	S25°07'45"E	20.00
L11	S64°52'15"W	40.00
L12	S25°07'45"E	52.50
L13	N64°52'15"E	62.00
L14	S25°07'45"E	20.00
L15	N64°52'25"E	10.00
L16	N25°07'35"W	25.00
L17	S64°52'25"W	10.00
L18	N25°07'35"W	101.64
L19	S25°07'45"E	102.84
L20	S64°52'15"W	87.50
L21	S25°07'45"E	20.00
L22	N64°52'15"E	87.50

AMENDMENT NO. 1 TO THE
RATERINK MIXED-USE SUBDIVISION
FINAL PLAT

Flatirons, Inc.
Land Surveying Services
www.FlatironsInc.com

Flatirons, Inc.
Land Surveying Services
www.FlatironsInc.com

655 FOURTH AVE. LONGMONT, CO 80501 PH: (303) 776-1733 FAX: (303) 776-4355	38925 IRIS AVE. STE. 395 BOULDER, CO 80301 PH: (303) 443-7001 FAX: (303) 443-9830	4501 LOGAN ST. DENVER, CO 80216 PH: (303) 936-6997 FAX: (303) 923-3180
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WILL HAVE STAMP
AND SIGNATURE

JOB NUMBER:

8-71,130

DATE: 11-15-2004

1-10-2021

E. PRESCOTT

CHECKED BY:

UK/ETB/WW

SHEET 2 OF 2

SHEET 2 OF 2



Agenda Item Summary

MEETING DATE: April 11, 2022

SUBJECT: Ordinance No. 994 – An Ordinance Amending Section 8-5-140 of the Mead Municipal Code to Allow for the Assessment of Costs and Fees on Parking Assessment Default Judgments

PRESENTED BY: Marcus McAskin, Town Attorney

SUMMARY STATEMENT

Under MMC Section 8-5-140, if a defendant in the Municipal Court fails to appear for any hearing, the Court must enter judgment against the defendant. The amount of judgment includes the appropriate penalty assessed after a finding of guilt or liability, outstanding judgment fee, and additional costs assessable to municipal violations judgment. However, under MMC Section 8-5-140(b), such fees and additional costs may not be added to parking assessment default judgments.

This Ordinance removes the prohibition of assessing costs and fees to parking assessment default judgments by removing the above exception.

FINANCIAL CONSIDERATIONS

N/A

PROPOSED ACTION / RECOMMENDATION

A motion to approve the April 11, 2022 consent agenda will approve the Ordinance. If this item is pulled off of the consent agenda for questions or additional review/discussion by the Board of Trustees, Staff recommends the following motion.

Recommended motion:

“I move to adopt Ordinance No. 994, an ordinance of the Town of Mead, Colorado, amending section 8-5-140 of the Mead Municipal Code to allow for the assessment of costs and fees on parking assessment default judgments.”

ATTACHMENTS

Attachment 1: Ordinance No. 994

**TOWN OF MEAD, COLORADO
ORDINANCE NO. 994**

**AN ORDINANCE OF THE TOWN OF MEAD, COLORADO, AMENDING
SECTION 8-5-140 OF THE MEAD MUNICIPAL CODE TO ALLOW FOR THE
ASSESSMENT OF COSTS AND FEES ON PARKING ASSESSMENT
DEFAULT JUDGMENTS**

WHEREAS, the Board of Trustees of the Town of Mead (“**Board of Trustees**”) has the authority pursuant to C.R.S. § 31-15-401 and its general police powers to pass and enforce regulations which may be necessary or expedient for the promotion of the health, safety, and welfare of the citizens of the Town of Mead (“Town”); and

WHEREAS, under Section 8-5-140 of the Mead Municipal Code (“MMC”), if a defendant in a municipal court action fails to appear for any hearing, the Municipal Court is required to enter judgment against the defendant and to assess the appropriate penalty, outstanding judgment fee, and additional costs assessable to municipal code violations generally upon conviction of noncivil municipal charges; and

WHEREAS, under MMC Section 8-5-140(b), the Municipal Court is prohibited from assessing the fees and costs discussed above on parking assessment default judgments; and

WHEREAS, the Board of Trustees desires to amend Section 8-5-140 to allow the Municipal Court to assess such fees and costs on parking assessment default judgments.

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

Section 1. Section 8-5-140 of the MMC, titled “Default,” is hereby amended as follows, with portions to be removed struck through and portions to be added in italics and underlined:

Sec. 8-5-140. – Default.

- (a) If the defendant fails to appear for any hearing, the Court shall enter judgment against the defendant. The record of such judgment, including the points assessed, shall be forwarded to the State Division of Motor Vehicles.
- (b) The amount of the judgment shall be the appropriate penalty assessed after a finding of guilt or liability, outstanding judgment fee and additional costs assessable to municipal violations generally upon conviction of noncivil municipal charges, ~~except such fees and additional costs shall not be added to parking assessment default judgments.~~
- (c) The Court may set aside a judgment entered under this Section on a showing of good cause or excusable neglect by the defendant. A motion to set aside the judgment shall be made to the Court not more than seven (7) calendar days after entry of judgment.
- (d) The defendant may satisfy a judgment entered under this Section by paying the

Clerk.

- (e) No warrant shall issue for the arrest of a defendant who fails to appear at a hearing or fails to satisfy a judgment.

Section 2. Effective Date. This ordinance shall be published and become effective as provided by law.

Section 3. Remaining provisions. Except as specifically amended hereby, all other provisions of the Mead Municipal Code shall continue in full force and effect.

Section 4. Codification Amendments. The codifier of Mead’s Municipal Code is hereby authorized to make such numerical, technical and formatting changes as may be necessary to incorporate the provisions of this Ordinance within the Mead Municipal Code.

Section 5. Severability. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the Ordinance. The Board of Trustees hereby declares that it would have passed the ordinance including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more part, section, subsection, sentence, clause or phrase is declared invalid.

Section 6. Repealer. All ordinances or resolutions, or parts thereof, in conflict with this ordinance are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such ordinance nor revive any ordinance thereby.

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 11TH DAY OF APRIL, 2022.

ATTEST:

TOWN OF MEAD

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

By: _____
Colleen Whitlow, Mayor



Agenda Item Summary

MEETING DATE: April 11, 2022

SUBJECT: Board of Trustees Public Hearing: Staff-Initiated Text Amendments to Section 16-3-40 - Table 3.1 of the *Mead Municipal Code*, Regarding Permitted, Allowed, and Prohibited Land Uses (Ordinance No. 995)

PRESENTED BY: Jason Bradford, AICP, Community Development Director
Jennifer Vecchi, Senior Planning Consultant

SUMMARY:

Staff is proposing specific modifications to Table 3.1 - Principal Uses Allowed, within the Use Regulations, as shown in the attached redlines and the accompanying Summary of Changes (“Redline” and “Summary,” respectively). The final version of the proposed revised Use Regulations is attached, as Exhibit A, to Ordinance No. 995 (“Land Use Code Amendments”).

DETAIL OF REQUEST:

Overview:

The 2018 Comprehensive Plan outlined a Vision for the Town of Mead, which addresses important topics and establishes certain goals, policies, and strategies for implementation of the community’s vision. One of the key topics in the Comprehensive Plan is the support of a diverse economy by proactively capturing and encouraging more retail potential within Mead. Another topic is the need to strengthen the employment base for light industrial and business park developments.

Goal 1. Policy 1A: Evaluate and modify existing commercial and industrial land use designations and zoning districts in order to welcome a balanced mix of services and jobs for both local and regional residents, and revenues to the Town.

Goal 2. Policy 2A: Pursue and support diverse, appropriate industries that have a current stronghold in Mead or northern Colorado.

In furtherance of these goals, staff has evaluated the allowed, conditional, and prohibited uses within Section 16-3-40 of the Mead Municipal Code (“Use Regulations”) for the nonresidential zoning categories and is recommending revisions to represent the community’s vision more closely. The proposed revisions include the allowance of commercial uses in the industrial zone district to encourage a more diverse mix of uses. Additionally, to better represent the character of the commercial zoning categories, certain uses that no longer seem

appropriate within the commercial zone districts were removed in furtherance of the quality and character of development to which the Town of Mead aspires.

Review Criteria and Staff Analysis:

The criteria by which text amendments to Chapter 16 of the Code (“Land Use Code”) are evaluated are set forth in Section 16-3-160, *Amendments*. These criteria are as follows:

- (1) To correct a manifest error in the text of this Article; or
- (2) To provide for changes in administrative practices as may be necessary to accommodate changing needs of the community and the Town staff; or
- (3) To accommodate innovations in land use and development practices that were not contemplated at the adoption of this Article; or
- (4) To further the implementation of the goals and objectives of the Town Comprehensive Plan.”

Only one of the review criteria listed above must be met for the proposed amendments to be approved. Staff believes the proposed revisions meets the following two (2) criteria:

- (3) *To accommodate innovations in land use and development practices that were not contemplated at the adoption of this Article.*
- (4) *To further the implementation of the goals and objectives of the Town Comprehensive Plan.*

The updated version of the Use Regulations specifically addresses goals and objectives of the Town of Mead’s 2018 Comprehensive Plan as relates to maintaining the small-town community character and a diverse economy as specified below:

Small Town Community Character

Strategy 2A-2: *Regulate the type and design quality of development near interchanges.*

Strategy 2A-3: *Work to ensure that development in gateway corridors, such as I-25, Highway 66, WCR 7 and Welker Avenue promote a positive first impression of the Town.*

Diverse Economy

Policy 1A of Goal 1: *Evaluate and modify existing commercial and industrial land use designations and zoning districts in order to welcome a balanced mix of services and jobs for both local and regional residents and revenues to the Town.*

Goal 2. Policy 2A: *Pursue and support diverse, appropriate industries that have a current stronghold in Mead or northern Colorado.*

Financial/Budgetary Considerations:

The subdivision of land will provide the infrastructure (water, sewer, utilities, roads, drainage, etc.) that is required to create new industrial development opportunities. After the lots are platted, various development impact fees and taxes will be collected at the time of a building permit. These revenue from these fees and taxes will fund the Town’s infrastructure and other capital construction projects, including roads and drainage, cultural and recreation facilities and parks, trails and open space, which will improve the quality of life for existing residents and business owners, while enhancing Mead’s ability to attract retail services and new industry.

Other Legal Considerations:

Notice of the Board of Trustees public hearing was published in the *Longmont Times-Call* newspaper for no less than fifteen (15) days of the public hearing, in compliance with Section ___ of the MMC.

Alternatives/Options:

With respect to the proposed code revisions, the Board of Trustees may approve, conditionally approve, or deny the code amendments.

Staff Recommendation:

Staff finds that the Land Use Code Amendments, as outlined, satisfactorily meet the criteria for approval as set forth in Section 16-3-160 of the MMC.

In addition, the Planning Commission passed Resolution No. 02-PC-2022, recommending, to the Board of Trustees, approval of the proposed changes to the Use Regulations.

Therefore, staff requests that the Board of Trustees approve Ordinance No. 995, Approving of Staff-Initiated Text Amendments to Section 16-3-40 - Table 3.1 of the *Mead Municipal Code*, Regarding Permitted, Allowed, and Prohibited Land Uses.

A recommended motion follows below:

Recommended motion:

“I MOVE TO APPROVE ORDINANCE NO. 995, AN ORDINANCE TO APPROVE THE STAFF-INITIATED TEXT AMENDMENTS TO SECTION 16-3-40 - TABLE 3.1, OF THE MEAD MUNICIPAL CODE, REGARDING PERMITTED, ALLOWED, AND PROHIBITED LAND USES, AS DETAILED IN THE AGENDA ITEM SUMMARY REPORT PREPARED FOR THE APRIL 11, 2022 BOARD OF TRUSTEES MEETING.”

ATTACHMENTS:

- Ordinance No. 995
 - Redlines of Table 3.1 Principal Uses Allowed
 - Summary of Changes
 - Revised Table 3.1 Principal Uses Allowed (attached to Ordinance as Exhibit A)
 - Planning Commission Resolution No. 02-PC-2022, recommending approval of the code amendment
-

**TOWN OF MEAD, COLORADO
ORDINANCE NO. 995**

AN ORDINANCE OF THE TOWN OF MEAD, COLORADO, APPROVING STAFF-INITIATED TEXT AMENDMENTS TO SECTION 16-3-40 – TABLE 3.1, OF THE MEAD MUNICIPAL CODE, REGARDING PERMITTED, ALLOWED, AND PROHIBITED LAND USES

WHEREAS, Section 16-3-160(d) of the Town of Mead Municipal Code ("MMC") sets forth that any amendments to the text of Chapter 16 of the MMC ("Land Use Code") may be initiated by the Board of Trustees, the Planning Commission, Town Staff, or the written application of any property owner or resident of the Town, and any such text amendments"... shall be reviewed and considered by the Planning Commission and the Board of Trustees, at public hearings, and shall be enacted by ordinance; and

WHEREAS, Town Staff has proposed to repeal and replace Section 16-3-40- Table 3.1, of the MMC, regarding permitted, allowed, and prohibited land uses, as shown in **Exhibit A** attached to this Ordinance (the "Revised Use Regulations"); and

WHEREAS, the criteria by which text amendments to the Land Use Code are evaluated are set forth in Section 16-3-160 of the MMC; and

WHEREAS, in accordance with applicable requirements of the MMC, the Town Clerk has caused a notice of the Board of Trustees public hearing on the Revised Use Regulations to be published no later than fifteen (15) days prior to the hearing in a newspaper of general circulation; and

WHEREAS, the Board of Trustees conducted the duly noticed public hearing on April 11, 2022, to consider the Revised Use Regulations; and

WHEREAS, the MMC requires the Board of Trustees to approve, conditionally approve or deny any proposed text amendment; and

WHEREAS, the Planning Commission, during a duly noticed meeting held on March 16, 2022, conducted and completed a public hearing regarding the Revised Use Regulations and subsequently passed Resolution No. 02-PC-2022, recommending approval of the Revised Use Regulations to the Board of Trustees; and

WHEREAS, based upon evidence set forth in the Agenda Item Summary that was presented to the Board of Trustees and other evidence offered and accepted at the public hearing, the Board of Trustees has determined that the approval criteria set forth in Sec. 16-3-160(f)(3) and (f)(4) of the MMC have been satisfied in that the Revised Use Regulations, as approved by the Board of Trustees, will assist with the accommodation of innovations in land use and development practices that were not contemplated at the adoption of the Town's existing Code, and will further the implementation of the goals and objectives of the Town's Comprehensive Plan; and

WHEREAS, the Board of Trustees has determined that approval of the Revised Use

Regulations will advance the public health, safety, convenience and general welfare of the residents of the Town, as hereinafter set forth.

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

Section 1. Recitals incorporated. The recitals contained above are incorporated herein by reference and are adopted as findings and determinations of the Board of Trustees.

Section 2. Revised Use Regulations Adopted. The Board of Trustees hereby approves the Revised Use Regulations as shown in **Exhibit A** attached to this Ordinance.

Section 3. Remaining provisions. Except as specifically amended hereby, all other provisions of the MMC shall continue in full force and effect

Section 4. Codification Amendments. The codifier of the MMC is hereby authorized to make such numerical, technical and formatting changes as may be necessary to incorporate the provisions of this Ordinance within the MMC.

Section 5. Effective Date. This Ordinance shall be published and become effective as provided by law.

Section 6. Severability. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the Ordinance. The Board of Trustees hereby declares that it would have passed the ordinance including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more part, section, subsection, sentence, clause or phrase is declared invalid.

Section 7. Repealer. All ordinances or resolutions, or parts thereof, in conflict with this ordinance are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such ordinance nor revive any ordinance thereby.

Section 8. Certification. The Town Clerk shall certify to the passage of this ordinance and make not less than one copy of the adopted Code available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 11TH DAY OF APRIL, 2022.

ATTEST:

TOWN OF MEAD

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

By: _____
Colleen G. Whitlow, Mayor

EXHIBIT A
REVISED USE REGULATIONS

[To begin on the next page]

Sec. 16-3-40. Use regulations.

The principal uses allowed within the Residential, Nonresidential and Agricultural zoning districts are identified in Table 3.1 of this Section.

- (1) Use categories and specific uses. All of the use categories listed in the first column of Table 3.1 are defined in this code (Definitions and Terms). The first column of each of the use tables contains an abbreviated definition of the respective use category. If there is a conflict between the abbreviated definition and the full explanation contained in this code the provisions of full explanation will control. In some cases, "Specific Use Type" is listed in the second column of the table. If a Specific Use Type is listed in the table, that use type is allowed only within the districts that allow the broader use category.
- (2) Allowed uses. An "A" indicates that the listed use is allowed by right within the respective zoning district. Allowed uses are subject to all other applicable standards of the land use code.
- (3) Conditional uses. A "C" indicates that the listed use is allowed within the respective zoning district only after review and approval of a conditional use permit, in accordance with the review procedures in this code. Conditional uses are subject to all other applicable standards of the land use code.
- (4) Prohibited uses. A blank cell (one without an "A" or "C") indicates that the listed use type is not allowed within the respective zoning district, unless it is expressly allow by other regulation of this land use code.
- (5) Uses subject to specific regulations. Many uses are subject to use-specific regulations (in addition to general regulations that apply to development in general). The last column of the use table contains references to applicable use-specific standards.

Table 3.1 Principal Uses Allowed

Use Category	Specific Use Type	Residential					Nonresidential				T	Specified Use Standard (Reference No.)
		RSF-E	RSF-1	RSF-4	RMF-8	RMF-14	DMU	HC	GC	LI	AG	
RESIDENTIAL												
Household Living	Accessory dwelling unit	A	A	C			A				A	
	Duplex				A	A	C	C				
	Manufactured housing park			C	C	A	C					
	Multi-family units				A	A	A	C	C			16-3-50(14)
	Rooming/boarding house				A	A	A					
	Single-family detached (include manufactured housing)	A	A	A	A	A	C				A	
	Townhomes				A	A	A	C	C			
	All other household living			A	A	A	A	C	C			
Group Living	Assisted living facility	C	C	C	C	C	C	C	C		C	16-3-50(9)
	Large group living facility				C	C	C	C	C	C		

Use Category	Specific Use Type	Residential					Nonresidential				T	Specified Use Standard (Reference No.)
		RSF-E	RSF-1	RSF-4	RMF-8	RMF-14	DMU	HC	GC	LI	AG	
	Small group living facility	C	C	C	C	C	C	C	C		C	
	Treatment facility	C	C	C	C	C	C	C	C	C	C	
INSTITUTIONAL AND CIVIC												
Colleges & Vocational Schools	Colleges & universities				C	C	C	A	A	C		
	Vocational/technical/trade schools						C	A	A	A		
	All other educational institutions						C	C	C	C		
Community Service	Community activity building	A	A	A	A	A	A	A	A		C	
	All other community services	C	C	C	C	C	C	A	A	C	C	
Cultural	Museums, art galleries, libraries						A	A	A	C	C	
Day Care	Child care center, large					C	C	A	A	C		
	Child care center, small	C	C	C	C	C	C	C	A	C		
	Family child care, home	A	A	A	A	A						
Detention Facilities	Jails, honor camps, reformatories									C		Vote by Trustees
	Law enforcement rehab centers									C		Vote by Trustees
Hospital/Clinic	Medical & dental clinics					C	A	A	A	A		
	Counseling centers (nonresidential)						A	A	A	A		
	Hospital/mental hospital						C	A	C	A		
	Physical & mental rehab (residential)						C	A	C	A		
	All other						C	C	C	C		
Public Property	Cemetery	A	C	C	C	C	C	C	A	A	A	
	Golf course	A	A	C	C	A	C	C	A	A	A	
	Golf driving range	A	C	C	C	C	C	C	A	A	C	
	Parks	A	A	A	A	A	A	A	A	A	A	
	Lakes and Reservoirs	A	A	C	C	C	C	C	C	A	A	
	All other Define	A	A	A	A	A	A	A	A	A	A	
Religious Assembly	Churches, temples, synagogues & mosques	A	A	A	A	A	A	A	A	A	A	16-3-50(15)

Use Category	Specific Use Type	Residential					Nonresidential				T	Specified Use Standard (Reference No.)
		RSF-E	RSF-1	RSF-4	RMF-8	RMF-14	DMU	HC	GC	LI	AG	
Safety Services	Fire station, police station, all others	C	C	C	C	C	A	A	A	A	C	
Schools	Boarding school	C	C	C	C	A	A	A	A			
	Elementary schools	A	A	A	A	A	A	A	A		A	
	Secondary schools	A	A	A	A	A	A	A	A		A	
Utilities, Basic	Utility service facilities (underground)	A	A	A	A	A	A	A	A	A	A	
	All other basic utilities	C	C	C	C	C	C	C	A	A	C	
Utility Corridors	Transmission lines (aboveground)	C	C	C	C	C	C	C	C	A	C	16-3-50(5)
	Transmission lines (underground)						C	C	A	A	C	
	Utility treatment, production or service facility								C	C		
	All other	C	C	C	C	C	C	C	C	C	C	
COMMERCIAL												
Entertainment Event, Major	Indoor facilities						C	C	C	C	C	
	Outdoor facilities							C	C	C	C	
Lodging	Bed & breakfast (1—3 guest rooms)	A	A	A	A	A	A	A	A		A	16-3-50(2)
	Bed & breakfast (4—5 guest rooms)	C	C	C	C	C	A	A	A		A	
	Hotels and motels						A	A	A			
Mixed Use Building	Mixed use building						A	A	A			
Offices	General offices						C	A	A	A		
	Office with drive-through							A	A			
Parking, Commercial	Parking lots or structure						A	A	A	A		
Recreation & Entertainment, Outdoor	Amusement park							C	C	C		
	Campgrounds							A	A		A	16-3-50(4)
	Drive-in theater							C	C	C		
	Miniature golf								A	A		
	Riding academy or equestrian area										A	
	RV park									C		

Use Category	Specific Use Type	Residential					Nonresidential				T	Specified Use Standard (Reference No.)
		RSF-E	RSF-1	RSF-4	RMF-8	RMF-14	DMU	HC	GC	LI	AG	
	Shooting ranges										C	
	Swimming pools					A	A	A	A		A	
	Zoos							C	C		C	
	All other outdoor recreation							C	C	C	C	
Retail Sale & Services	Adult entertainment									C		Subject to site approval.
	Alcohol sales, retail						A	A	A	C		
	Alcohol sales, by the drink (primary use)						A	A	A	C		
	Animal care/boarding/sales, indoor	A						A	A	A	A	
	Animal care/boarding/sales, outdoor							C	C	C		
	Brew pub						A	A	A	C		As accessory to an allowed restaurant use only
	Contractors & trade shops, indoor operation & storage							A	A	A		
	Contractors & trade shops, indoor operation & outdoor storage (including heavy vehicles)								C	A	A	
	Contractors & trade shops, outdoor operation & outdoor storage							C	C	A		
	Deliver & dispatch service (vehicles on-site)							C	C	A		
	Drive-through uses							C	C	C		

Use Category	Specific Use Type	Residential					Nonresidential				T	Specified Use Standard (Reference No.)
		RSF-E	RSF-1	RSF-4	RMF-8	RMF-14	DMU	HC	GC	LI	AG	
	Farm implement/equipment sales & service							A	A	A	C	Site Plan Required, 16-4-100
	Farmer's market/flea market						A	A	A	A	A	Subject to Site Approval.
	Feed store								A	A	C	
	Food services, catering						A	A	A	A		
	Food services, restaurant (including alcohol sales)						A	A	A	A		
	Food services, restaurant with drive-through							C	C	C		
Retail Sale & Services (cont'd.)	Fuel sales, automotive/appliance							A	A	A		
	Fuel sales, heavy vehicle							A		A		
	General retail sales, indoor operations display & storage						A	A	A	A		
	General retail sales, outdoor operations display & storage							C	C	A		16-3-50(11) 16-3-50(16)
	Landscape material sales									A	A	
	Manufactured building sales, service & storage									A		
	Rental service, indoor display/storage							A	A	A		
	Rental service, outdoor display/storage							C	C	A		
	Repair, small appliance							A	A	A		
Retail Sale & Services	Repair, large appliance								A	A		
	Personal services						A	A	A	A		
	All other retail sales & services						A	A	A	C		

Use Category	Specific Use Type	Residential					Nonresidential				T	Specified Use Standard (Reference No.)
		RSF-E	RSF-1	RSF-4	RMF-8	RMF-14	DMU	HC	GC	LI	AG	
Self-Service Storage	Mini-storage warehouse, self-service storage, open-air storage facilities								A	A		16-3-50 (18), Site Plan Required, 16-4-100
Vehicle Repair	Auto & light truck mechanical repair							A	A	A		
	Body shop								A	A		
	Truck stop/travel plaza							C		A		
	Tire recapping & storage									A		
	All other vehicle repair								C	A		
	Car wash							C	C	A		
Vehicle Service, Limited	Gasoline service station							A	A	A		
	Quick lubrication							A	A	A		
	All other vehicle service, limited								A	A		
INDUSTRIAL												
Manufacturing & Production - Indoor Operation - Indoor Storage	Assembly									A		
	Brewery, distillery, winery (5,000 sq. ft. or less, with an on-site tasting room)						A	A	A	A	A	
	Brewery, distillery, winery (over 5,000 sq. ft. with an on-site tasting room)							A	A	A	A	
	Brewery, distillery, winery without an on-site tasting room									A		
	Hazardous materials									C		
	Food products									A		
	Manufacturing/processing									A		
Manufacturing & Production - Indoor Operation - Outdoor Storage	Assembly									A		
	Hazardous materials									C		
	Food products									A		
	Manufacturing/processing									A		

Use Category	Specific Use Type	Residential					Nonresidential				T	Specified Use Standard (Reference No.)
		RSF-E	RSF-1	RSF-4	RMF-8	RMF-14	DMU	HC	GC	LI	AG	
Outdoor Operations & Storage	Assembly									A		
	Hazardous materials									C		
	Food products									A		
	Manufacturing/processing									A		
	All other industrial service									A		
Warehouse & Freight Movement	Indoor operation, storage & loading									A		
	Hazardous materials									C		
	Indoor operation, with outdoor loading docks									A		
	Outdoor storage or loading									A		
	Gas or petroleum storage									A		
	Sand or gravel storage									A		
	All other									A		
Waste-Related Activities	Nonhazardous waste transfer									C		
	Medical/hazardous waste transfer station									C		
	Recycling collection									A	A	
	All other waste related									A	A	
Wholesale Sales	Wholesale business (no highly flammable materials/liquids)								C	A		
	Hazardous waste									C		
	Agricultural products								A	A		
	All other wholesale uses								C	A		
OTHER												
Agricultural	Animal confinement	A								C	A	16-3-50(6)
	Beekeeping	A	A	A							A	
	Hazardous materials									C	C	
	Dairy										A	
	Confined animal feeding operation, feedlot	C									C	16-3-50(6)
	Pasture	A									A	
	All other agriculture	C									A	

Use Category	Specific Use Type	Residential					Nonresidential				T	Specified Use Standard (Reference No.)
		RSF-E	RSF-1	RSF-4	RMF-8	RMF-14	DMU	HC	GC	LI	AG	
Aviation or Surface Passenger Terminal	Airports/heliports										C	
	Hazardous materials										C	
	Bus/commuter stops	A	A	A	A	A	A	A	A	A	A	
	Bus/railroad depot								C	C	A	
	All other aviation or surface passenger terminal								C	C	C	
Mining	Oil and gas drilling	C	C	C	C	C	C	C	C	C	C	16-3-50(19)
	Hazardous materials										C	
	Sand or gravel extraction or processing										C	16-3-50(13)
	All other mining										C	
Telecom Facilities	Telecommunication support structures							C	C	C	C	Ch. 16, Art. IX
	Telecommunications facilities						C	C	C	C	C	Ch. 16, Art. IX
Parks, Open Space, Public Buildings, Publicly Owned Maintenance Facilities, Water And Sewer Facilities		A	A	A	A	A	A	A	A	A	A	

Sec. 16-3-40. Use regulations.

The principal uses allowed within the Residential, Nonresidential and Agricultural zoning districts are identified in Table 3.1 of this Section.

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- (2) Allowed uses. An "A" indicates that the listed use is allowed by right within the respective zoning district. Allowed uses are subject to all other applicable standards of the land use code.
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		RSF-E	RSF-1	RSF-4	RMF-8	RMF-14	DMU	HC	GC	LI	AG	
RESIDENTIAL												
Household Living	Accessory dwelling unit	A	A	C			A				A	
	Duplex				A	A	CA	C				
	Home occupation	C	C	C	C	C	A	A	A	C		16-3-50(3)
	Manufactured housing park			C	C	A	C					
	Multi-family units				A	A	A	C	C			16-3-50(14)
	Rooming/boarding house				A	A	A	C				
	Single-family detached (include manufactured housing)	A	A	A	A	A	CA	C			A	
	Townhomes				A	A	A	C	C			
	All other household living			A	A	A	A	C	C			
Group Living	Assisted living facility	C	C	C	C	C	C	C	C		C	16-3-50(9)
	Large group living facility				C	C	C	C	C	C		

Use Category	Specific Use Type	Residential					Nonresidential				T	Specified Use Standard (Reference No.)
		RSF-E	RSF-1	RSF-4	RMF-8	RMF-14	DMU	HC	GC	LI	AG	
	Small group living facility	C	C	C	C	C	C	C	C		C	
	Treatment facility	C	C	C	C	C	C	C	C	C	C	
INSTITUTIONAL AND CIVIC												
Colleges & Vocational Schools	Colleges & universities				C	C	C	A	A	C		
	Vocational/technical/trade schools						C	A	A	A		
	All other educational institutions						C	C	C	C		
Community Service	Community activity building	A	A	A	A	A	A	A	A		C	
	All other community services	C	C	C	C	C	C	A	A	C	C	
Cultural	Museums, art galleries, libraries						A	A	A	C	C	
Day Care	Child care center, large					C	C	A	A	C		
	Child care center, small	C	C	C	C	C	C	C	A	C		
	Family child care, home	A	A	A	A	A	C	C			A	
Detention Facilities	Jails, honor camps, reformatories								C	C		Vote by Trustees
	Law enforcement rehab centers								C	C		Vote by Trustees
Hospital/Clinic	Medical & dental clinics					C	A	A	A	A		
	Counseling centers (nonresidential)						A	A	A	A		
	Hospital/mental hospital						C	A	C	A		
	Physical & mental rehab (residential)						C	A	C	A		
	All other						C	C	C	C		
Public Property	Cemetery	A	C	C	C	C	C	C	A	A	A	
	Golf course	A	A	C	C	A	C	C	A	A	A	
	Golf driving range	A	C	C	C	C	C	C	A	A	C	
	Parks/lakes/reservoirs	A	A	A	A	A	A	A	A	A	A	
	Lakes and Reservoirs	A	A	C	C	C	C	C	C	A	A	
	All other	A	A	A	A	A	A	A	A	A	A	
Religious Assembly	Churches, temples, synagogues & mosques	A	A	A	A	A	A	A	A	A	A	16-3-50(15)

Use Category	Specific Use Type	Residential					Nonresidential				T	Specified Use Standard (Reference No.)
		RSF-E	RSF-1	RSF-4	RMF-8	RMF-14	DMU	HC	GC	LI	AG	
Safety Services	Fire station, police station, all others	C	C	C	C	C	<u>AG</u>	<u>AG</u>	A	A	C	
Schools	Boarding school	C	C	C	C	A	A	<u>AG</u>	<u>AG</u>	<u>C</u>		
	Elementary schools	A	A	A	A	A	A	A	A		A	
	Secondary schools	A	A	A	A	A	A	A	A		A	
Utilities, Basic	Utility service facilities (underground)	A	A	A	A	A	A	A	A	A	A	
	All other basic utilities	C	C	C	C	C	C	C	A	A	C	
Utility Corridors	Transmission lines (aboveground)	C	C	C	C	C	C	C	C	A	C	16-3-50(5)
	Transmission lines (underground)						<u>C</u>	<u>C</u>	A	A	C	
	Utility treatment, production or service facility								C	C		
	All other	C	C	C	C	C	C	C	C	C	C	
COMMERCIAL												
Entertainment Event, Major	Indoor facilities						<u>C</u>	<u>C</u>	C	C	C	
	Outdoor facilities							<u>C</u>	<u>C</u>	C	C	
Lodging	Bed & breakfast (1—3 guest rooms)	A	A	A	A	A	A	A	A		A	16-3-50(2)
	Bed & breakfast (4—5 guest rooms)	C	C	C	C	C	A	A	A		A	
	Hotels and motels						A	A	A			
Mixed Use Building	Mixed use building						A	A	A			
Offices	General offices						C	A	A	A		
	Office with drive-through							A	A			
Parking, Commercial	Parking lots or structure						A	A	A	A		
Recreation & Entertainment, Outdoor	Amusement park							C	C	C		
	Campgrounds							A	A		A	16-3-50(4)
	Drive-in theater							C	C	C		
	Miniature golf								A	A		
	Riding academy or equestrian area										A	
	RV park									C		

Use Category	Specific Use Type	Residential					Nonresidential				T	Specified Use Standard (Reference No.)
		RSF-E	RSF-1	RSF-4	RMF-8	RMF-14	DMU	HC	GC	LI	AG	
	Shooting ranges										C	
	Swimming pools					A	A	A	A		A	
	Zoos							C	C		<u>C</u>	
	All other outdoor recreation							C	C	C	C	
Retail Sale & Services	Adult entertainment									C		Subject to site approval.
	Alcohol sales, retail						A	A	A	<u>C</u>		
	Alcohol sales, by the drink (primary use)						A	A	<u>A</u>	<u>C</u>		
	Animal care/boarding/sales, indoor	A						A	A	A	A	
	Animal care/boarding/sales, outdoor							<u>CA</u>	<u>CA</u>	<u>CA</u>		
	Brew pub						A	A	A	<u>C</u>		As accessory to an allowed restaurant use only
	Contractors & trade shops, indoor operation & storage							<u>A</u>	A	A		
	Contractors & trade shops, indoor operation & outdoor storage (including heavy vehicles)								<u>CA</u>	A	A	
	Contractors & trade shops, outdoor operation & outdoor storage							<u>C</u>	<u>CA</u>	A		
	Deliver & dispatch service (vehicles on-site)							<u>C</u>	<u>CA</u>	A		
	Drive-through uses							C	C	<u>C</u>		

Use Category	Specific Use Type	Residential					Nonresidential				T	Specified Use Standard (Reference No.)
		RSF-E	RSF-1	RSF-4	RMF-8	RMF-14	DMU	HC	GC	LI	AG	
	Farm implement/equipment sales & service							A	A	A	C	Site Plan Required, 16-4-100
	Farmer's market/flea market						A	A	A	A	A	Subject to Site Approval.
	Feed store								A	A	C	
	Food services, catering						A	A	A	A		
	Food services, restaurant (including alcohol sales)						A	A	A	<u>A</u>		
	Food services, restaurant with drive-through							C	C	<u>C</u>		
Retail Sale & Services (cont'd.)	Fuel sales, automotive/appliance							A	A	A		
	Fuel sales, heavy vehicle							A		A		
	General retail sales, indoor operations display & storage						A	A	A	<u>A</u>		
	General retail sales, outdoor operations display & storage							<u>CA</u>	<u>CA</u>	A		16-3-50(11) 16-3-50(16)
	Landscape material sales									A	A	
	Manufactured building sales, service & storage									A		
	Rental service, indoor display/storage							<u>A</u>	A	A		
	Rental service, outdoor display/storage							<u>C</u>	<u>CA</u>	A		
	Repair, small appliance							A	A	A		
Retail Sale & Services	Repair, large appliance								A	A		
	Personal services						A	A	A	A		
	All other retail sales & services						A	A	A	<u>C</u>		

Use Category	Specific Use Type	Residential					Nonresidential				T	Specified Use Standard (Reference No.)
		RSF-E	RSF-1	RSF-4	RMF-8	RMF-14	DMU	HC	GC	LI	AG	
Self-Service Storage	Mini-storage warehouse, self-service storage, open-air storage facilities								A	A		16-3-50 (18), Site Plan Required, 16-4-100
Vehicle Repair	Auto & light truck mechanical repair							A	A	A		
	Body shop								A	A		
	Truck stop/travel plaza							CA	A	A		
	Tire recapping & storage									A		
	All other vehicle repair								CA	A		
	Car wash							CA	CA	A		
Vehicle Service, Limited	Gasoline service station							A	A	A		
	Quick lubrication							A	A	A		
	All other vehicle service, limited								A	A		
INDUSTRIAL												
Manufacturing & Production - Indoor Operation - Indoor Storage	Assembly								A	A		
	Brewery, distillery, winery (5,000 sq. ft. or less, with or <u>without</u> an on-site t <u>a</u> esting room)						A	A	A	A	A	
	Brewery, distillery, winery (over 5,000 sq. ft. with or <u>without</u> an on-site t <u>a</u> esting room)							A	A	A	A	
	<u>Brewery, distillery, winery without an on-site tasting room</u>									A		
	Hazardous materials									C		
	Food products								A	A		
	Manufacturing/processing								A	A		
Manufacturing & Production - Indoor Operation -	Assembly									A		
	Hazardous materials									C		
	Food products									A		
	Manufacturing/processing									A		

Use Category	Specific Use Type	Residential					Nonresidential				T	Specified Use Standard (Reference No.)
		RSF-E	RSF-1	RSF-4	RMF-8	RMF-14	DMU	HC	GC	LI	AG	
Outdoor Storage												
Outdoor Operations & Storage	Assembly									A		
	Hazardous materials									C		
	Food products									A		
	Manufacturing/processing									A		
	All other industrial service									A		
Warehouse & Freight Movement	Indoor operation, storage & loading								A	A		
	Hazardous materials									C		
	Indoor operation, with outdoor loading docks								A	A		
	Outdoor storage or loading								A	A		
	Gas or petroleum storage								A	A		
	Sand or gravel storage								A	A		
	All other								A	A		
Waste-Related Activities	Nonhazardous waste transfer								E	C		
	Medical/hazardous waste transfer station									C		
	Recycling collection								A	A	A	
	All other waste related									A	A	
Wholesale Sales	Wholesale business (no highly flammable materials/liquids)								CA	A		
	Hazardous waste									C		
	Agricultural products								A	A		
	All other wholesale uses								CA	A		
OTHER												
Agricultural	Animal confinement	A								C	A	16-3-50(6)
	Beekeeping	A	A	A							A	
	Hazardous materials									C	C	
	Dairy										A	
	Confined animal feeding operation, feedlot	C									C	16-3-50(6)

Use Category	Specific Use Type	Residential					Nonresidential				T	Specified Use Standard (Reference No.)
		RSF-E	RSF-1	RSF-4	RMF-8	RMF-14	DMU	HC	GC	LI	AG	
	Pasture	A									A	
	All other agriculture	C									A	
Aviation or Surface Passenger Terminal	Airports/heliports										C	
	Hazardous materials										C	
	Bus/commuter stops	A	A	A	A	A	A	A	A	A	A	
	Bus/railroad depot								C	C	A	
	All other aviation or surface passenger terminal								C	C	C	
Mining	Oil and gas drilling	C	C	C	C	C	C	C	C	C	C	16-3-50(19)
	Hazardous materials										C	
	Sand or gravel extraction or processing										C	16-3-50(13)
	All other mining										C	
Telecom Facilities	Telecommunication support structures							C	C	C	C	Ch. 16, Art. IX
	Telecommunications facilities						C	C	C	C	C	Ch. 16, Art. IX
Parks, Open Space, Public Buildings, Publicly Owned Maintenance Facilities, Water And Sewer Facilities		A	A	A	A	A	A	A	A	A	A	

SUMMARY OF CHANGES

Planning Commission Meeting (3-16-22)

Notes:

* “A” indicates an allowed use; “C” indicates a conditional use. A blank space indicates a prohibited use, and “add” below indicates that a use was previously not permitted in the specified zone district.

RESIDENTIAL SECTION

Household Living

1. DMU – Change Duplex from A use to C use
2. Delete from all zoning districts – Home Occupation
3. HC – Delete C use for Rooming/boarding house
4. DMU – Change Single Family Detached (include manufactured housing) from A use to C use
5. HC – Delete C use for Single Family Detached (include manufactured housing)
6. DMU – Change All other household living from A use to C use
7. HC and GC – Add C use for All other household living for both zoning categories
(Note: RSF-4, RMF-8 and RMF-14 also changed from A use to C use.)

Group Living Section

1. LI – Added C use for treatment facility
-

INSTITUTIONAL AND CIVIC

Colleges & Vocational Schools

1. DMU – Add C use for Vocational/technical/trade schools
2. LI – Change C use to A use for Vocational/technical/schools
3. DMU – Add C use for All other educational institutions

Day Care

1. HC and GC – Change Child care center, large from C use to A use for both zoning categories
2. DMU, HC and LI – Add C use for Child care center, small for all 3 zoning categories
3. GC – Add A use for Child care center, small
4. DMU, HC, and AG – remove Family child care, home as C in DMU and HC; remove Family child care, home as A in AG

Detention Facilities

1. GC – Delete C use for Jails, honor camps, and reformatories
2. GC – Delete C use for Law Enforcement rehab centers

Hospital/Clinic

1. LI – add A use for Counseling centers (nonresidential)
2. HC – Change from C use to A use for Hospitals/mental hospital
3. LI – Add A use for Hospital/mental hospital
4. HC – Change C use to A use for Physical & mental rehab (residential)
5. LI – Add A use for Physical & mental rehab (residential)
6. DMU – Add C use for All other

Public Property

1. DMU – Change A use to C use for Cemetery

2. DMU – Change A use to C use for Golf course
3. HC – Add C use for Golf course
4. HC – Add C use for Golf driving range
5. GC – Add A use for Golf driving range
6. HC – Add A use for Parks and split apart from Lakes/reservoirs
(Note: Added as A use to RSF-4 and RMF-8)
7. DMU, HC and GC – Added as C use for Lakes/reservoirs for all 3 zoning categories
8. LI – Added A use for Lakes/reservoirs
(Note: Also added as A use in RSF-E, RSF-1 and A. Further, added as C use in RSF-4, RMF-8 and RMF-14.)
9. LI – Change C uses to A use for All other

Safety Services

1. DMU and HC – Change C uses to A for Fire station, police station, all others for both zoning categories

Schools

1. HC and GC – Change C uses to A for Boarding school for both zoning categories
2. LI – Delete C use for Boarding school

Utility Corridors

1. DMU and HC – Added C use for Transmission lines (underground) for both zoning categories

COMMERCIAL

Entertainment Event, Major

1. DMU and HC – Added C use for Indoor facilities for both zoning categories
2. HC and GC – Added C use for Outdoor facilities for both zoning categories

Recreation & Entertainment, Outdoor

1. AG – Added C use for Zoos

Retail Sale & Services

1. LI – Added C use for Alcohol sales, retail
2. GC – Added A use for Alcohol sales, by the drink (primary use)
3. LI – Added C use for Alcohol sales, by the drink (primary use)
4. HC, GC and LI – Change A use to C use for Animal care/boarding/sales outdoor for all 3 zoning categories
5. LI – Added C use for Brew pub
6. HC – Added A use for Contractors & trade shops, indoor operation & storage
7. GC – Change A use to C use for Contractors & Trade shops, indoor operation & outdoor storage (including heavy vehicles)
8. HC – Added C use for Contractor & trade shops, outdoor operation & outdoor storage
9. GC – Change A use to C use for Contractor & trade shops, outdoor operation & outdoor storage
10. HC – Added C use for Deliver & dispatch service (vehicles on-site)
11. GC – Change A use to C use for Deliver & dispatch service (vehicles on-site)
12. LI – Added C use for Drive-through uses
13. LI – Added A use for Food services, restaurant (including alcohol sales)

14. LI – Added C use for Food services, restaurant with drive-through
15. LI – Added A use for General retail sales, indoor operations display & storage
16. HC and GC – Change A use to C use for General retail sales, outdoor operations display & storage for both zoning categories
17. HC – Added A use for Rental service, indoor display/storage
18. GC – Change A use to C use for Rental service, outdoor display/storage
19. HC – Added C use for Rental service, outdoor display/storage
20. LI – Added C use for All other retail sales & services

Vehicle Repair

1. HC – Changed A use to C use for Truck stop/travel plaza
2. GC – Delete A use for Truck stop/travel plaza
3. GC – Changed A use to C use for All other vehicle repair
4. HC and GC – Changed A use to C use for Car wash for both zoning categories

INDUSTRIAL

Manufacturing & Production – Indoor Operation – Indoor Storage

1. GC – Delete A use for Assembly
2. Specific Use Type – Changed testing room to tasting room for Brewery, distillery, winery (5,000 sq. ft. or less, with an on-site tasting room)
3. Specific Use Type – Changed testing room to tasting room for Brewery, distillery, winery (over 5,000 sq. ft. with an on-site tasting room)
4. Added Specific Use Type Brewery, distillery, winery without an on-site tasting room
LI – Added A use
5. GC – Delete A use for Food Products
6. GC – Delete A use for Manufacturing/processing

Warehouse & Freight Movement

1. GC – Delete A use for Indoor operation, storage & loading
2. GC – Delete A use for Indoor operation, with outdoor loading docks
3. GC – Delete A use for Outdoor storage or loading
4. LI – Added A use for Outdoor storage or loading
5. GC – Delete A use for Gas or petroleum storage
6. LI – Added A use for Gas or petroleum storage
7. GC – Delete A use for Sand or gravel storage
8. LI – Added A use for Sand or gravel storage
9. GC – Delete A use for All other
10. LI – Added A use for All other

Waste-Related Activities

1. GC – Delete C use for Nonhazardous waste transfer
2. GC – Delete A use for Recycling collection

Wholesale Sales

1. GC – Changed A use to C use for Wholesale business (no highly flammable materials/liquids)
2. LI – Added A use for Agricultural products
3. GC – Changed A use to C use for All other wholesale uses

**TOWN OF MEAD, COLORADO
PLANNING COMMISSION
RESOLUTION NO. 02-PC-2022**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE TOWN OF MEAD,
COLORADO, RECOMMENDING APPROVAL OF STAFF-INITIATED TEXT AMENDMENTS
TO SECTION 16-3-40 – TABLE 3.1 OF THE MEAD MUNICIPAL CODE, REGARDING
PERMITTED, ALLOWED, AND PROHIBITED LAND USES**

WHEREAS, Section 16-3-160(d) of the Town of Mead Municipal Code ("MMC") sets forth that any amendments to the text of Chapter 16 of the MMC ("Land Use Code") may be initiated by the Board of Trustees, the Planning Commission, Town Staff, or the written application of any property owner or resident of the Town, and any such text amendments"... shall be reviewed and considered by the Planning Commission and the Board of Trustees, at public hearings, and shall be enacted by ordinance; and

WHEREAS, Town Staff has proposed to repeal and replace Section 16-3-40- Table 3.1 of the MMC, regarding permitted, allowed, and prohibited land uses, as shown in **Exhibit A** attached to this Resolution (the "Revised Use Regulations"); and

WHEREAS, the criteria by which text amendments to the Land Use Code are evaluated are set forth in Section 16-3-160 of the MMC; and

WHEREAS, in accordance with applicable requirements of the MMC, the Town Clerk has caused a notice of the Planning Commission public hearing on the Revised Use Regulations to be published no later than fifteen (15) days prior to the hearing in a newspaper of general circulation; and

WHEREAS, the Planning Commission conducted the duly noticed public hearing on March 16, 2022, to consider the Revised Use Regulations; and

WHEREAS, the MMC requires the Planning Commission to make a recommendation to the Board of Trustees to approve, conditionally approve or deny any proposed text amendment; and

WHEREAS, based upon evidence set forth in the Agenda Item Summary that was presented to the Planning Commission and other evidence offered and accepted at the public hearing, the Planning Commission has determined that the approval criteria set forth in Sec. 16-3-160(f)(3) and (f)(4) of the MMC have been satisfied in that the Revised Use Regulations, if approved by the Board of Trustees, will assist with the accommodation of innovations in land use and development practices that were not contemplated at the adoption of the Town's existing Code, and will further the implementation of the goals and objectives of the Town's Comprehensive Plan; and

WHEREAS, the Planning Commission desires to recommend approval of the Revised Use Regulations to the Board of Trustees.

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

Section 1. Recitals incorporated. The recitals contained above are incorporated herein by reference and are adopted as findings and determinations of the Planning Commission.

Section 2. Recommendation. The Planning Commission finds and determines that it reviewed the Revised Use Regulations in accordance with the procedure set forth in Sec. 16-3-160 of the MMC and

that the public hearing on the Revised Use Regulations was held, conducted and concluded in accordance with Sec. 16-3-160 of the MMC. The Planning Commission recommends that the Board of Trustees approve the Revised Use Regulations.

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

INTRODUCED, READ, PASSED AND ADOPTED THIS 16TH DAY OF MARCH, 2022.

ATTEST:

TOWN OF MEAD PLANNING COMMISSION:

By:

Jeannine Read, Secretary



[Handwritten signature]

EXHIBIT A

REVISED USE REGULATIONS

[To begin on the next page]

Sec. 16-3-40. Use regulations.

The principal uses allowed within the Residential, Nonresidential and Agricultural zoning districts are identified in Table 3.1 of this Section.

- (1) Use categories and specific uses. All of the use categories listed in the first column of Table 3.1 are defined in this code (Definitions and Terms). The first column of each of the use tables contains an abbreviated definition of the respective use category. If there is a conflict between the abbreviated definition and the full explanation contained in this code the provisions of full explanation will control. In some cases, "Specific Use Type" is listed in the second column of the table. If a Specific Use Type is listed in the table, that use type is allowed only within the districts that allow the broader use category.
- (2) Allowed uses. An "A" indicates that the listed use is allowed by right within the respective zoning district. Allowed uses are subject to all other applicable standards of the land use code.
- (3) Conditional uses. A "C" indicates that the listed use is allowed within the respective zoning district only after review and approval of a conditional use permit, in accordance with the review procedures in this code. Conditional uses are subject to all other applicable standards of the land use code.
- (4) Prohibited uses. A blank cell (one without an "A" or "C") indicates that the listed use type is not allowed within the respective zoning district, unless it is expressly allow by other regulation of this land use code.
- (5) Uses subject to specific regulations. Many uses are subject to use-specific regulations (in addition to general regulations that apply to development in general). The last column of the use table contains references to applicable use-specific standards.

Table 3.1 Principal Uses Allowed

Use Category	Specific Use Type	Residential					Nonresidential				T	Specified Use Standard (Reference No.)
		RSF-E	RSF-1	RSF-4	RMF-8	RMF-14	DMU	HC	GC	LI	AG	
RESIDENTIAL												
Household Living	Accessory dwelling unit	A	A	C			A				A	
	Duplex				A	A	C	C				
	Manufactured housing park			C	C	A	C					
	Multi-family units				A	A	A	C	C			16-3-50(14)
	Rooming/boarded house				A	A	A					
	Single-family detached (include manufactured housing)	A	A	A	A	A	C				A	
	Townhomes				A	A	A	C	C			
	All other household living			A	A	A	A	C	C			
Group Living	Assisted living facility	C	C	C	C	C	C	C	C		C	16-3-50(9)
	Large group living facility				C	C	C	C	C	C		

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(Supp. No. 16)

Use Category	Specific Use Type	Residential					Nonresidential				T	Specified Use Standard (Reference No.)
		RSF-E	RSF-1	RSF-4	RMF-8	RMF-14	DMU	HC	GC	LI	AG	
	Small group living facility	C	C	C	C	C	C	C	C	C	C	
	Treatment facility	C	C	C	C	C	C	C	C	C	C	
INSTITUTIONAL AND CIVIC												
Colleges & Vocational Schools	Colleges & universities				C	C	C	A	A	C		
	Vocational/technical/trade schools						C	A	A	A		
	All other educational institutions						C	C	C	C		
Community Service	Community activity building	A	A	A	A	A	A	A	A		C	
	All other community services	C	C	C	C	C	C	A	A	C	C	
Cultural	Museums, art galleries, libraries						A	A	A	C	C	
Day Care	Child care center, large					C	C	A	A	C		
	Child care center, small	C	C	C	C	C	C	C	A	C		
	Family child care, home	A	A	A	A	A						
Detention Facilities	Jails, honor camps, reformatories									C		Vote by Trustees
	Law enforcement rehab centers									C		Vote by Trustees
Hospital/Clinic	Medical & dental clinics					C	A	A	A	A		
	Counseling centers (nonresidential)						A	A	A	A		
	Hospital/mental hospital						C	A	C	A		
	Physical & mental rehab (residential)						C	A	C	A		
	All other						C	C	C	C		
Public Property	Cemetery	A	C	C	C	C	C	C	A	A	A	
	Golf course	A	A	C	C	A	C	C	A	A	A	
	Golf driving range	A	C	C	C	C	C	C	A	A	C	
	Parks	A	A	A	A	A	A	A	A	A	A	
	Lakes and Reservoirs	A	A	C	C	C	C	C	C	A	A	
	All other Define	A	A	A	A	A	A	A	A	A	A	
Religious Assembly	Churches, temples, synagogues & mosques	A	A	A	A	A	A	A	A	A	A	16-3-50(15)

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(Supp. No. 16)

Use Category	Specific Use Type	Residential					Nonresidential				T	Specified Use Standard (Reference No.)
		RSF-E	RSF-1	RSF-4	RMF-8	RMF-14	DMU	HC	GC	LI	AG	
Safety Services	Fire station, police station, all others	C	C	C	C	C	A	A	A	A	C	
Schools	Boarding school	C	C	C	C	A	A	A	A			
	Elementary schools	A	A	A	A	A	A	A	A		A	
	Secondary schools	A	A	A	A	A	A	A	A		A	
Utilities, Basic	Utility service facilities (underground)	A	A	A	A	A	A	A	A	A	A	
	All other basic utilities	C	C	C	C	C	C	C	A	A	C	
Utility Corridors	Transmission lines (aboveground)	C	C	C	C	C	C	C	C	A	C	16-3-50(5)
	Transmission lines (underground)						C	C	A	A	C	
	Utility treatment, production or service facility								C	C		
	All other	C	C	C	C	C	C	C	C	C	C	
COMMERCIAL												
Entertainment Event, Major	Indoor facilities						C	C	C	C	C	
	Outdoor facilities							C	C	C	C	
Lodging	Bed & breakfast (1—3 guest rooms)	A	A	A	A	A	A	A	A		A	16-3-50(2)
	Bed & breakfast (4—5 guest rooms)	C	C	C	C	C	A	A	A		A	
	Hotels and motels						A	A	A			
Mixed Use Building	Mixed use building						A	A	A			
Offices	General offices						C	A	A	A		
	Office with drive-through							A	A			
Parking, Commercial	Parking lots or structure						A	A	A	A		
Recreation & Entertainment, Outdoor	Amusement park							C	C	C		
	Campgrounds							A	A		A	16-3-50(4)
	Drive-in theater							C	C	C		
	Miniature golf								A	A		
	Riding academy or equestrian area										A	
	RV park									C		

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(Supp. No. 16)

Use Category	Specific Use Type	Residential					Nonresidential				T	Specified Use Standard (Reference No.)
		RSF-E	RSF-1	RSF-4	RMF-8	RMF-14	DMU	HC	GC	LI	AG	
	Shooting ranges										C	
	Swimming pools					A	A	A	A		A	
	Zoos							C	C		C	
	All other outdoor recreation							C	C	C	C	
Retail Sale & Services	Adult entertainment									C		Subject to site approval.
	Alcohol sales, retail						A	A	A	C		
	Alcohol sales, by the drink (primary use)						A	A	A	C		
	Animal care/boarding/sales, indoor	A						A	A	A	A	
	Animal care/boarding/sales, outdoor							C	C	C		
	Brew pub						A	A	A	C		As accessory to an allowed restaurant use only
	Contractors & trade shops, indoor operation & storage							A	A	A		
	Contractors & trade shops, indoor operation & outdoor storage (including heavy vehicles)								C	A	A	
	Contractors & trade shops, outdoor operation & outdoor storage							C	C	A		
	Deliver & dispatch service (vehicles on-site)							C	C	A		
	Drive-through uses							C	C	C		

Use Category	Specific Use Type	Residential					Nonresidential				T	Specified Use Standard (Reference No.)
		RSF-E	RSF-1	RSF-4	RMF-8	RMF-14	DMU	HC	GC	LI	AG	
	Farm implement/equipment sales & service							A	A	A	C	Site Plan Required, 16-4-100
	Farmer's market/flea market						A	A	A	A	A	Subject to Site Approval.
	Feed store								A	A	C	
	Food services, catering						A	A	A	A		
	Food services, restaurant (including alcohol sales)						A	A	A	A		
	Food services, restaurant with drive-through							C	C	C		
Retail Sale & Services (cont'd.)	Fuel sales, automotive/appliance							A	A	A		
	Fuel sales, heavy vehicle							A		A		
	General retail sales, indoor operations display & storage						A	A	A	A		
	General retail sales, outdoor operations display & storage							C	C	A		16-3-50(11) 16-3-50(16)
	Landscape material sales									A	A	
	Manufactured building sales, service & storage									A		
	Rental service, indoor display/storage							A	A	A		
	Rental service, outdoor display/storage							C	C	A		
	Repair, small appliance							A	A	A		
Retail Sale & Services	Repair, large appliance								A	A		
	Personal services						A	A	A	A		
	All other retail sales & services						A	A	A	C		

Use Category	Specific Use Type	Residential					Nonresidential				T	Specified Use Standard (Reference No.)
		RSF-E	RSF-1	RSF-4	RMF-8	RMF-14	DMU	HC	GC	LJ	AG	
Self-Service Storage	Mini-storage warehouse, self-service storage, open-air storage facilities								A	A		16-3-50 (18), Site Plan Required, 16-4-100
Vehicle Repair	Auto & light truck mechanical repair							A	A	A		
	Body shop								A	A		
	Truck stop/travel plaza							C		A		
	Tire recapping & storage									A		
	All other vehicle repair								C	A		
	Car wash							C	C	A		
Vehicle Service, Limited	Gasoline service station							A	A	A		
	Quick lubrication							A	A	A		
	All other vehicle service, limited								A	A		
INDUSTRIAL												
Manufacturing & Production - Indoor Operation - Indoor Storage	Assembly									A		
	Brewery, distillery, winery (5,000 sq. ft. or less, with an on-site tasting room)						A	A	A	A	A	
	Brewery, distillery, winery (over 5,000 sq. ft. with an on-site tasting room)							A	A	A	A	
	Brewery, distillery, winery without an on-site tasting room									A		
	Hazardous materials									C		
	Food products									A		
	Manufacturing/processing									A		
Manufacturing & Production - Indoor Operation - Outdoor Storage	Assembly									A		
	Hazardous materials									C		
	Food products									A		
	Manufacturing/processing									A		

Use Category	Specific Use Type	Residential					Nonresidential				T	Specified Use Standard (Reference No.)
		RSF-E	RSF-1	RSF-4	RMF-8	RMF-14	DMU	HC	GC	LI	AG	
Outdoor Operations & Storage	Assembly									A		
	Hazardous materials									C		
	Food products									A		
	Manufacturing/processing									A		
	All other industrial service									A		
Warehouse & Freight Movement	Indoor operation, storage & loading									A		
	Hazardous materials									C		
	Indoor operation, with outdoor loading docks									A		
	Outdoor storage or loading									A		
	Gas or petroleum storage									A		
	Sand or gravel storage									A		
	All other									A		
Waste-Related Activities	Nonhazardous waste transfer									C		
	Medical/hazardous waste transfer station									C		
	Recycling collection									A	A	
	All other waste related									A	A	
Wholesale Sales	Wholesale business (no highly flammable materials/liquids)								C	A		
	Hazardous waste									C		
	Agricultural products								A	A		
	All other wholesale uses								C	A		
OTHER												
Agricultural	Animal confinement	A								C	A	16-3-50(6)
	Beekeeping	A	A	A							A	
	Hazardous materials									C	C	
	Dairy										A	
	Confined animal feeding operation, feedlot	C									C	16-3-50(6)
	Pasture	A									A	
	All other agriculture	C									A	

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Use Category	Specific Use Type	Residential					Nonresidential				T	Specified Use Standard (Reference No.)
		RSF-E	RSF-1	RSF-4	RMF-8	RMF-14	DMU	HC	GC	LI	AG	
Aviation or Surface Passenger Terminal	Airports/heliports										C	
	Hazardous materials										C	
	Bus/commuter stops	A	A	A	A	A	A	A	A	A	A	
	Bus/railroad depot								C	C	A	
	All other aviation or surface passenger terminal								C	C	C	
Mining	Oil and gas drilling	C	C	C	C	C	C	C	C	C	C	16-3-50(19)
	Hazardous materials										C	
	Sand or gravel extraction or processing										C	16-3-50(13)
	All other mining										C	
Telecom Facilities	Telecommunication support structures							C	C	C	C	Ch. 16, Art. IX
	Telecommunications facilities						C	C	C	C	C	Ch. 16, Art. IX
Parks, Open Space, Public Buildings, Publicly Owned Maintenance Facilities, Water And Sewer Facilities		A	A	A	A	A	A	A	A	A	A	