



BOARD OF TRUSTEES

441 3rd Street, Mead
Monday, August 26, 2024

AGENDA

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

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

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

1. Call to Order – Roll Call

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

2. Moment of Silence

3. Pledge of Allegiance to the Flag

4. Review and Approve Agenda

5. Staff Report: Town Manager Report

[a.](#) Manager Report

6. Informational Items

[a.](#) Compensation Study Results 2024

7. Proclamations

[a.](#) Suicide Awareness and Prevention Month September 2024

[b.](#) National Preparedness Month September 2024

8. Public Comment: 3 minute time limit. Comment is for any item on the agenda 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 August 12, 2024

[b.](#) July 2024 Financials

[c.](#) Check Register August 26, 2024

[d.](#) **Ordinance No. 1065** – An Ordinance of the Town of Mead, Colorado Amending Chapter 8 of the Mead Municipal Code to Add Article VII Concerning Overnight Parking on Town-Owned Property and Plug-In Electric Vehicle Parking Regulations

- e. **Resolution No. 63-R-2024** - A Resolution of the Town of Mead, Colorado, Approving the Term Sheet for Improvement Agreement for Construction of High Plains Boulevard (A.K.A. – Weld County Road 9.5) Between Weld County Road 34 and Weld County Road 36, and Authorizing the Town Manager to Negotiate and Execute Improvement Agreement Consistent with the Term Sheet
- f. **Resolution No. 64-R-2024** – A Resolution of the Town of Mead, Colorado, Approving an Agreement by and between the Town of Mead, Colorado, and Longs Peak Water District for the grant of a License for a Concrete Pedestrian Trail and Ditch Crossing
- g. **Resolution No. 65-R-2024** - A Resolution of the Town of Mead, Colorado, Consenting to that Certain Assignment and Assumption of Subdivision Improvement Agreement (Mead Place, Amendment No. 1)

10. New Business

- a. **Resolution No. 66-R-2024** – A Resolution of the Town of Mead, Colorado, Referring a Ballot Issue to the Registered Electors of the Town of Mead at the November 5, 2024 Election, Regarding Increasing the Local Sales and Use Tax from 3% to 4% to Fund Public Safety, Including Additional Police Officers and Equipment and Increased Community Policing
- b. **Resolution No. 67-R-2024** – A Resolution of the Town of Mead, Colorado, Referring an Advisory Ballot Question to the Registered Electors of the Town of Mead at the November 5, 2024 Election, regarding Medical and Retail Marijuana Businesses

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: August 26, 2024

SUBJECT: Town Manager Report

- Building a Stronger Mead Community is a non-profit organization dedicated to promoting citizen-led initiatives within the Town of Mead. This year, their primary focus is advocating for additional support for the Mead Police Department. Residents can contribute to creating a safer, more resilient Mead community by volunteering their time. For more information, residents should contact: buildingastrongermeadcommunity@gmail.com
- The final Meet, Greet, and Eat with the Board of Trustees is slated for tomorrow, August 27th, at Mead Town Park from 6:00 to 7:30 p.m. This is a great opportunity for residents to chat with the Board of Trustees. Food will be provided by Campfire Hotdog Grill.
- The High Plains Blvd (WCR 9.5) project is moving forward. Construction of the new segment between WCR 32 and WCR 34 will include bike lanes and sidewalks. An informational meeting is scheduled for Wednesday August 28, 2024 at 5:00 p.m. at the Public Works building.
- Searching Mead Public Records just got easier. Staff has implemented a new archival site with weblink for the public to search Mead Board Packets, Ordinances, Resolutions and other documents. The link can be found on the updated public records page of the town's website: <https://www.townofmead.org/townclerk/page/public-records-information>
- Three Board of Trustee positions will be up for election on November 5, 2024. Trustee Debra Brodhead is term-limited and will not run. Trustees Cartwright and Parr have indicated that they will run again for their seats. Nomination petitions are available at the Town Hall and must be turned in by 4:30 p.m. on August 26, 2024. Potential candidates must be a resident and registered elector in the Town of Mead and nominated by petition. Contact the Town Clerk's office for more information.
- The new school year is upon us. Children are walking and bicycling to school and there is more traffic around the school zone. Please drive carefully and follow speed limits and crossing guard instructions.
- Mead Recreation is sponsoring a trip to Bally's Black Hawk Casino on September 20th. Registration includes transportation, \$10 of free play, and \$15 food credit. Participants must be 21 or over, and the cost is \$20 per person.
- Coffee with the Mayor is scheduled for the first Saturday of each month. Mayor Whitlow will host on Saturday, September 7th from 8:00 – 10:00 a.m. at Town Hall. This will be an open discussion, please bring your questions or concerns.
- Gopher Gulch RV Park has opened for business with 143 RV and tent pads available with water, electric and sewer available.
- EV (Electric Vehicle) Chargers are now available at Town Hall. Users are charged \$0.25 per kWh and have a four-hour limit. Signage has been installed to limit the spaces to electric vehicles.
- Construction of the Mead Community Center and adjacent parking lot is underway. The foundation of the building is being installed. Expected completion is in 2025.
- Explore the daily operations of Mead Police officers and staff. Whether responding to service calls, engaging with students, or interacting with residents at community events, the Mead Police Department is committed to improving the quality of life for residents, businesses, and visitors. View the Mead Police Safety and Education Outreach Videos here: <https://bit.ly/MPDvideos>.
- The fall Mead Police Citizens' Academy will be held every Wednesday from September 11th to October 16th, from 6:30 p.m. to 9:00 p.m. Applications are now being accepted. Last year's Academy was very well received. This is an opportunity for citizens to learn about and interact with the Mead Police

Department. More information about the Academy can be found on the town's website:

<https://www.townofmead.org/police/page/citizens-police-academy>

- Municipal Court was held on August 15th at 5:00 p.m. with 37 cases on the docket. A trial is currently scheduled for September 9th and the next arraignment date is September 19th.
- Current road closures due to construction can be found on the town's website:
<https://www.townofmead.org/engineering/page/street-maintenanceroad-closures>.
- Key projects update:
 - 3rd and Welker Intersection – The project was released to bidders on Friday, August 16. Bids are due September 20th. Little Thompson Water District will be installing a new vault at 201 Welker this week in advance of the project. The old vault is in conflict with the new intersection and needed to be relocated.
 - Community Center – The concrete foundations are underway for the building. Staff is coordinating with adjacent property owners regarding encroachments into the right-of-way, primarily fencing and landscaping.
 - SH66 Pedestrian Crossing – Staff continues to work with utilities and ditch companies for final CDOT clearances.
- YTD totals for new single family home permits:
 - 2024 YTD: 63 SF Permits, 64 Certificates of Occupancy
- Boards and Commissions
 - The Planning Commission meeting for August has been cancelled due to a lack of items for review.
- Human Resources
 - The Town is advertising open positions here:
<https://www.governmentjobs.com/careers/townofmead>
 - Open full-time positions include Police Officer, Deputy Town Engineer and Maintenance Worker I/II/III.

Community Development

- Staff is working on revisions to the Renewable Energy Regulations per comments from the trustees and will present the revised regulations at the September 30th Board of Trustees meeting.
- Staff is working to finalize the IGA for the Library and Fire Districts proposed construction at the Municipal Facilities site at Liberty Ranch. This is tentatively scheduled to be presented to the Board on September 30th.
- Staff is working to finalize the PSA (Professional Service Agreement) with a planning consultant to assist with the Land Use Code Update. This is tentatively scheduled to be presented to the Board on September 30th.
- Staff met with DR Horton and the owners of Mead Village last week. They are working on a revised phasing plan to address restrictions to construction schedules due to an eagle's nest, which is located close to the property.
- Century Homes is preparing to submit an application for the Red Barn Community Center Site Plan.

Public Works and Engineering

- Asphalt patching continues in the Margil neighborhood. The streets in Feather Ridge were cement treated to stabilize the subgrade and paving is underway. Milling and paving started on Willow Drive this week.
- The first Certificate of Occupancy was issued for a home in the Range View neighborhood.
- High Plains Boulevard – staff attended a field diagnostic with the developer and Great Western Railway for the future rail crossing at High Plains Boulevard near the Home Depot property.

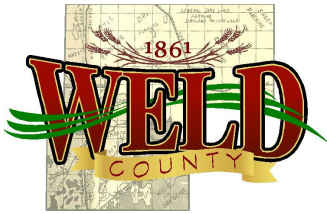
- A light is being installed at the parking area at Mead Ponds, and the caisson has been poured for the light foundation.
- Staff continues to grade CR 7 north of CR 38 at least three times per week. Dust control treatment is underway on all gravel roadways in Town limits.

Community Engagement

- Mead Community Day is September 14th, from 4:00 to 9:30 p.m. Enjoy a day of games and activities, live music, vendor booths, food trucks, a beverage garden, and a spectacular fireworks display! All of the festivities happen at Mead Town Park, 441 Third Street. Eric Golden, a Denver native known for classic country tunes, will open the concert. The Long Run, Colorado's Tribute to The Eagles, will headline the show.
- Registration for Community Day vendors closed on August 23rd. We have 45 vendors, who will offer a variety of sales, non-profit, and educational booths.
- The Safe Routes to School Bike Rodeo was hosted on August 17th. There were 15 participants, the event was part of the requirement for the Safe Routes to School grant.
- Community Engagement is hosting a Name-The-Snowplow contest for Mead Elementary students. Submissions will be accepted from September 2nd through October 21st. The winning snowplow names will be revealed on October 25th, and those students will be invited to the November 12th Board Meeting to receive their personalized sign with the winning names. Additionally, they will be able to ride in their named snowplow during the annual parade of lights.

Police Department

- Recruiting continues for officer and crossing guard positions.
 - Three officer candidates were interviewed last Thursday.
 - An applicant for crossing guard is being vetted.
- School started on August 13th and the crossing guards and SROs are in full swing.
- All officers completed driver's training as of last week.
- There are currently nine applicants for the citizen's academy, which starts in September. We can still accept a few more.
- Officer Lima's resigned to move out of state. His last day was last Thursday, which puts us at 13.5 sworn FTEs out of 16.



OFFICE OF THE BOARD OF COMMISSIONERS

Phone: 970-336-7204

1150 O St., P.O. Box 758, Greeley, CO 80632

NEWS RELEASE

Date: 08/20/24

Contact: Jennifer Finch, 970-336-7203

PUBLIC INVITED TO INFORMATIONAL MEETING ABOUT HIGH PLAINS BOULEVARD PROJECT

WELD COUNTY, CO — Before construction begins early next year to create a segment of High Plains Boulevard between Weld County Road (WCR) 32 and WCR 34, the Weld County Department of Public Works and Town of Mead would like to invite the public to a meeting to learn more about the project.

The meeting will be held Wednesday, Aug. 28, 2024, from 5 to 7 p.m. at the Town of Mead's Public Works Building, located at 1341 County Road 34 in Mead. Attendees will hear the background information on how the project came to be, be able to view the construction schedule and meet representatives from the Weld County Department of Public Works; project contractor Kraemer NA; RMS, which is assisting with design and Western State's Land Services, which will assist with right of way acquisitions. There will also be an opportunity for those in attendance to ask questions about the project.

High Plains Boulevard is a planned arterial road running east of Interstate 25 in south Weld County. Specifically, this segment will extend Weld County Road (WCR) 9.5 from WCR 32 to WCR 34 east of Mead. The new road will feature two 12-foot lanes (one north and one south), shoulders and bike lanes on either side. One side of the road will also have a sidewalk and a curb and gutter. Both intersections at WCR 32 and WCR 34 will be enhanced with roundabouts for safety. A stormwater system will also be installed to ensure proper drainage along the road.

"We believe this road will provide an additional north/south route through a high-traffic area, which will be a benefit as we continue to grow," said Curtis Hall, Director of the Weld County Department of Public Works. "We understand this project will affect nearby property and landowners, and we encourage them to attend to learn more about the overall vision for this project. This will also provide those in attendance with a chance to ask questions related to the project, which can reduce frustration or confusion once it has begun."

Construction of this segment of the High Plains Boulevard project reflects long-term planning, which began with an Interstate 25 Planned Arterial Study in 2003 and the formation of the High Plains Boulevard Coalition in 2020, which further studied benefits of the project. This segment of High Plains Boulevard, budgeted at \$25 million, was awarded to Kraemer NA in July. Kraemer NA has worked successfully with Weld County in the past, most recently completing the reconstruction of Bridge 54/13A, located northeast of Johnstown earlier this year.

[Learn more about High Plains Boulevard.](#)

###

Leading with responsive, innovative and cost-effective services. Weld County – Proud to be debt free since 2007!

Connect with us on [Facebook](#), [Twitter](#) and [YouTube](#)



Mead Police Department

August Monthly Activity - 2024

CALLS FOR SERVICE (Days 1 – 15): 451

TRAFFIC STOPS: 55

CRASHES: 41 (33 on I-25)

WARNINGS: 42

CITATIONS: 13

REPORTS: 22

ARRESTS: 2

NOTABLE CALLS FOR SERVICE:

Stolen Vehicle – [REDACTED] Mulligan Dr – 24ML00440 – 08/01/2024

Theft – Highway 66 / I25 Exit 243 Ramp S – 24ML00441 – 08/02/2024

Disturbance – Saddle Dr / Liberty Dr – 24ML00442 – 08/02/2024

Theft – [REDACTED] Charbray St – 24ML00443 – 08/03/2024

Theft – [REDACTED] Weber Way – 24ML00444 – 08/03/2024

Harass – [REDACTED] Ginger Ave – 24ML00445 – 08/03/2024

Trespass – [REDACTED] Wrangler Way – 24ML00446 – 08/04/2024

Trespass – [REDACTED] Wrangler Way – 24ML00447 – 08/04/2024

Theft – [REDACTED] Galloway St – 24ML00448 – 08/06/2024

Subject with a Warrant – MM 243 I25 NB – 24ML00449 – 08/06/2024

Theft – [REDACTED] Branding Iron Way – 24ML00450 – 08/07/2024

Vandalism – [REDACTED] Wrangler Way – 24ML00451 – 08/07/2024

Crash – Highway 66 / Foster Ridge Dr – 24ML00453 – 08/08/2024

Theft – [REDACTED] Garnet Way – 24ML00454 – 08/10/2024

Subject with a Warrant – WCR 32 / Colorado Blvd – 24ML00445 – 08/10/2024

Suspicious – Adams Ave / 3rd St – 24ML00456 – 08/11/2024

Crash – MM 245 I25 SB – 24ML00457 – 08/11/2024

Suspicious – [REDACTED] Highland Dr – 24ML00458 – 08/12/2024

Theft – Mead St / Hilltop Rd – 24ML00459 – 08/12/2024

Traffic Complaint – MM 244 I25 NB – 24ML00460 – 08/14/2024

Crash – [REDACTED] WCR 32 – 24ML00461 – 08/15/2024



PROCLAMATION
Suicide Awareness and Prevention Month
September 2024

WHEREAS suicide is a complex issue that can affect anyone, regardless of age, gender, race, orientation, income level, or background; and

WHEREAS over 48,000 deaths annually are attributed to suicide; with suicide rates in Colorado ranking 6th nationally, and 66 lives lost to suicide in Weld County during 2023; and

WHEREAS being a trusted person to turn to when someone is feeling isolated or hopeless is one of the most important things we can do to prevent suicide; and

WHEREAS actively challenging stigma around mental health and building skills that increase the likelihood of someone feeling safe to open up without fear of shame or judgement is the first step; and

WHEREAS because of the collaborative prevention and education efforts of North Range, Suicide Education and Support Services (SESS), Imagine Zero of Weld County, numerous survivors, and community partners, hope exists in **Mead**; and

WHEREAS North Range Behavioral Health's Suicide Education and Support Services (SESS) program supports those who have lost someone to suicide and provides education to **Mead** residents that help build critical suicide prevention skills; and

WHEREAS September is recognized as National Suicide Awareness and Prevention Month with the goal of promoting awareness surrounding suicide prevention resources and support available to us and our community; and

WHEREAS we encourage all residents to learn how to talk about mental health; research suicide prevention resources available nationally and **throughout Weld County**; check in on the wellbeing of your family, friends, and neighbors; and share genuine appreciation for the people in your life by any gesture you deem appropriate.

NOW THEREFORE, I, Colleen Whitlow, Mayor of the Town of Mead, Weld County, Colorado, do hereby proclaim September 2024 as **Suicide Awareness and Prevention Month** in Mead, Colorado, and call upon the citizens, government agencies, public and private institutions, businesses and schools to recommit our community to increasing awareness and understanding of behavioral health, and the need for appropriate and accessible services for all citizens.

Given under my hand and Seal of the Town of Mead, Colorado
On this 26th day of August, 2024

Colleen G. Whitlow
Mayor



**PROCLAMATION
National Preparedness Month
September 2024**

WHEREAS, National Preparedness Month, occurring annually in September since the events of 9/11, creates an ideal opportunity for every resident of Mead, Colorado, to join citizens across the United States in preparing their homes, businesses, and communities for any type of emergency, including natural disasters and potential terrorist attacks; and

WHEREAS, planning now, before a disaster, is the best way to improve community recovery from disasters; and

WHEREAS, when individuals take responsibility for preparing their families and their communities, the chance of survival and return to normalcy following a disaster is greatly increased; and

WHEREAS, the Town of Mead, Colorado, partners with federal, state, local, private, and volunteer agencies to educate individuals on local hazards and how to prepare for them,

NOW, THEREFORE, I, Colleen Whitlow, Mayor of the Town of Mead, Weld County, Colorado, do hereby proclaim and call up on all citizens of the Town of Mead to observe the month of September 2024 as **National Preparedness Month** and call on all government agencies, private organizations, and the people and businesses of Mead, Colorado, to develop their own emergency preparedness plan, and work together toward creating a stronger, more resilient community.

Given under my hand and Seal of the Town of Mead, Colorado
On this 26th day of August, 2024.

Colleen G. Whitlow
Mayor



BOARD OF TRUSTEES

441 3rd Street, Mead
Monday, August 12, 2024

MINUTES

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

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

1. Call to Order – Roll Call

Present

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

Absent

None

Also present: Town Manager Helen Migchelbrink; Town Attorney Marcus McAskin; Administrative Services Director Mary Strutt; Community Development Director Jason Bradford; Town Engineer / Public Works Director Erika Rasmussen; Public Information Officer / Community Engagement Director Lorelei Nelson; Police Chief Brent Newbanks.

Attending via remote access: members of the public.

2. Moment of Silence

Mayor Whitlow requested the observance of a moment of silence for victims of Colorado wildfires.

3. Pledge of Allegiance to the Flag

The assembly pledged allegiance to the flag.

4. Review and Approve Agenda

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

5. Staff Report: Town Manager Report

a. Manager Report

Town Manager Helen Migchelbrink discussed back to school – still hiring crossing guards, police will be present; Town received approval to go to ad for the 3rd & Welker intersection project; petitions for Board candidates due 8/26.

6. Informational Items

a. North Range Behavioral Health

Elena Rosenfeld and Katelyn Schmidtman presented regarding loneliness, social isolation and importance of connection and a new program to promote connectedness.

b. Community Engagement Update

Recreation Coordinator Kaitlyn Newbanks presented regarding recreation programs in 2024; partnerships with Carbon Valley Recreation and Berthoud Recreation; new programs for 2025; and the Community Center Survey results.

c. Police Update

Police Chief Brent Newbanks presented the Community Policing videos which are showing on social media.

7. Proclamations

a. School Zone Safety Week August 11-17, 2024

Motion was made by Trustee Schranz, seconded by Trustee Parr, to authorize Mayor Whitlow to sign the Proclamation for School Zone Safety Week August 11-17, 2024. Motion carried 7-0, on a roll call vote.

8. Public Comment: 3 minute time limit. Comment is for any item on the agenda unless it is set for public hearing.

There was no public comment at this time.

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

a. Approval of Minutes - Regular Meeting July 29, 2024

b. July 2024 Aging Report

c. 2nd Quarter 2024 Investment Activity Report

d. Check Register August 12, 2024

e. **Ordinance No. 1063** – An Ordinance of the Town of Mead, Colorado, Amending Section 16-12-30 of the Mead Municipal Code Concerning an Updated Special Flood Hazard Area Map

f. **Resolution No. 61-R-2024** - A Resolution of the Town of Mead, Colorado, Approving That Certain Amendment #1 to Intergovernmental Agreement with the State of Colorado (Acting by and through the Colorado Department of Transportation) for the 3rd Street and Welker Avenue Intersection Improvement Project (Project No. MFTM870-009 (25002))

g. **Resolution No. 62-R-2024** – A Resolution of the Town of Mead, Colorado, Approving an Agreement for Professional Services Between the Town of Mead and Concrete Conservation, LLC for Specialized Sewer System Sealing Services at the Raterink Lift Station

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

10. Public Hearing

a. Public Hearing: Renewable Energy cont'd from July 29, 2024

Mayor Whitlow reopened the public hearing regarding Renewable Energy Regulations which was continued from July 29, 2024 at 6:54 p.m.

Community Development Director Jason Bradford presented the staff report regarding the proposed regulations.

There was no public comment.

The Board of Trustees discussed disposal of damaged equipment, financial review, limit on number of facilities, monitoring and enforcement of regulations, park land donation obligations, light industrial zoning district and height in residential districts.

Motion was made by Trustee Harris, seconded by Trustee Schranz, to further continue the public hearing regarding the Board's consideration of the proposed Code Amendments related to Renewable Energy Facilities to Monday September 30, 2024 at 6:00 p.m. at Town Hall. Motion carried 7-0, on a roll call vote.

- i. **Ordinance No. 1064** - An Ordinance of the Town of Mead, Colorado, Approving Certain Amendments to the *Mead Municipal Code* Establishing Development Standards for Renewable Energy Facilities.

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.*

Resident Wayne Toliver thanked the Board and staff for their service and announced his intention to run for the Board of Trustees in November.

12. Elected Official Reports

- a. Town Trustees

The Trustees had no further comments.

- b. Mayor Whitlow

Mayor Whitlow expressed her gratitude to staff and the police department for National Night Out which had a great turnout and great resident support.

13. Adjournment

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

The Regular Meeting of the Town of Mead Board of Trustees adjourned at approximately 7:44 p.m. on Monday, August 12, 2024.

Colleen G. Whitlow, Mayor

ATTEST:

Mary E. Strutt, MMC, Town Clerk

TOWN OF MEAD
COMBINED CASH INVESTMENT
JULY 31, 2024

COMBINED CASH ACCOUNTS

99-01-1001	INDEPENDENT BANK - CHECKING	5,764,320.25
99-01-1002	TBK BANK - OFFICE CHECK	75,903.63
99-01-1003	TBK BANK - MONEY MARKET	147,134.11
99-01-1005	TBK BANK - FLEX DEBIT CARDS	32,441.22
99-01-1011	XPRESS DEPOSIT ACCOUNT	36,006.55
99-01-1023	COLOTRUST PLUS	12,850,263.79
99-01-1024	COLOTRUST PRIME	10,977.51
99-01-1025	CSIP	5,579,907.61
99-01-1026	CSAFE	12,315,708.74
99-01-1075	UTILITY CASH CLEARING	(84.21)
99-01-1076	A/R CASH CLEARING	(3,408.00)
99-01-1077	COURT CASH CLEARING	(4,359.50)
99-01-1078	BUSINESS LICENSE CASH CLEARING	30.00
TOTAL COMBINED CASH		36,804,841.70
99-02-2000	A/P - MISCELLANEOUS	366.56
99-01-0100	CASHALLOCATED TO OTHER FUNDS	(36,805,208.26)

TOTAL UNALLOCATED CASH	.00
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CASH ALLOCATION RECONCILIATION

1	ALLOCATION TO GENERAL FUND	11,850,710.37
4	ALLOCATION TO STREET IMPROVEMENT FUND	2,704,693.14
5	ALLOCATION TO CONSERVATION TRUST FUND	158,582.27
6	ALLOCATION TO SEWER FUND	1,592,572.96
8	ALLOCATION TO POLICE FUND	124,146.80
9	ALLOCATION TO MUNICIPAL FACILITIES FUND	4,495,218.01
14	ALLOCATION TO TRANSPORTATION FUND	6,207,894.89
18	ALLOCATION TO PARKS & OPEN SPACE	593,174.20
19	ALLOCATION TO CAPITAL IMPROVEMENT FUND	3,914,862.92
20	ALLOCATION TO MEAD URBAN RENEWAL AUTHORITY	5,153,070.08
30	ALLOCATION TO ELEVATION 25 GEN'L IMPVT DIST.	10,282.62
TOTAL ALLOCATIONS TO OTHER FUNDS		36,805,208.26
ALLOCATION FROM COMBINED CASH FUND - 99-01-0100		(36,805,208.26)

ZERO PROOF IF ALLOCATIONS BALANCE	.00
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TOWN OF MEAD
BALANCE SHEET
JULY 31, 2024

GENERAL FUND

ASSETS

01-01-0100	COMBINED CASH	11,850,710.37	
01-01-1007	CASH DRAWER - TOWN HALL	500.00	
01-01-1008	CASH DRAWER - POLICE	100.00	
01-01-1240	TREE TRIMMING COSTS RECEIVABLE	158.45	
01-01-1300	A/R - BILLED ACCOUNTS	92,663.63	
01-01-1301	A/R - GENERAL	812,421.96	
01-01-1303	PREPAID EXPENSES--PITNEY BOWES	1,495.52	
01-01-1304	PREPAID EXP--WELD CLK & RECORD	2,134.00	
01-01-1307	24HOUR FLEX DEPOSIT	1,500.00	
TOTAL ASSETS			12,761,683.93

LIABILITIES AND EQUITY

LIABILITIES

01-02-2000	ACCOUNTS PAYABLE	5,790.20	
01-02-2300	457(B) DEFERRED COMP PAYABLE	7,321.41	
01-02-2301	SALARIES & WAGES PAYABLE	93,007.72	
01-02-2302	FLEXPLAN PAYABLE	8,026.35	
01-02-2306	RESTITUTION PAYABLE	862.77	
01-02-2308	DEPOSITS PAYABLE	12,200.00	
01-02-2310	EMPLOYEE HEALTH INS. PAYABLE	(16,421.55)	
01-02-2311	FPPA PAYABLE	13,696.98	
01-02-2312	WORKERS COMP INSURANCE PAYABLE	(38,512.16)	
01-02-2314	401(A) CONTRIBUTIONS PAYABLE	813.13	
01-02-2400	FED. WITHHOLDING TAX PAYABLE	12,666.93	
01-02-2401	SOCIAL SECURITY TAX PAYABLE	8,571.44	
01-02-2402	MEDICARE TAX PAYABLE	3,690.27	
01-02-2403	STATE WITHHOLDING TAX PAYABLE	14,280.88	
01-02-2404	STATE UNEMPLOYMENT TAX PAYABLE	764.89	
01-02-2600	WARRANTY FUNDS	2,022,405.23	
01-02-2610	DEVELOPER DEPOSITS	230,790.00	
01-02-2615	DEVELOPER LIABILITIES	51,224.25	
01-02-2705	DEFERRED REVENUE	1,162,831.09	
01-02-2706	UNAVAILABLE REVENUE	50,462.67	
TOTAL LIABILITIES			3,644,472.50

FUND EQUITY

01-02-3001	FUND BALANCE	7,538,441.21	
UNAPPROPRIATED FUND BALANCE:			
REVENUE OVER EXPENDITURES - YTD		1,578,770.22	
BALANCE - CURRENT DATE		1,578,770.22	
TOTAL FUND EQUITY			9,117,211.43
TOTAL LIABILITIES AND EQUITY			12,761,683.93

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
TAXES					
01-10-4000 PROPERTY TAX	435,583.99	3,016,293.10	2,832,450.00	(183,843.10)	106.5
01-10-4010 SALES TAX	440,451.99	2,254,953.84	4,538,344.00	2,283,390.16	49.7
01-10-4012 LODGING TAX	46.00	416.00	800.00	384.00	52.0
01-10-4020 SPECIFIC OWNERSHIP TAX	9,162.97	64,010.94	85,000.00	20,989.06	75.3
01-10-4030 BUILDING PERMIT USE TAX	40,689.49	305,538.99	445,874.00	140,335.01	68.5
01-10-4040 CIGARETTE TAX	1,453.64	5,962.14	13,000.00	7,037.86	45.9
01-10-4050 MURA REVENUE SHARING	21,138.65	183,240.81	196,692.00	13,451.19	93.2
01-10-4070 FEDERAL MINERAL LEASE	.00	.00	30,000.00	30,000.00	.0
01-10-4071 STATE SEVERANCE TAXES	.00	.00	150,000.00	150,000.00	.0
TOTAL TAXES	948,526.73	5,830,415.82	8,292,160.00	2,461,744.18	70.3
FEES AND PERMITS					
01-11-4100 BUILDING PERMIT FEES	50,400.14	319,909.52	553,205.00	233,295.48	57.8
01-11-4102 OTHER PERMITS	.00	5,483.19	35,000.00	29,516.81	15.7
01-11-4103 CONVENIENCE FEE	8,184.30	27,593.61	30,000.00	2,406.39	92.0
01-11-4110 BUILDING PERMIT - ADMIN. FEES	12,450.00	42,900.00	56,520.00	13,620.00	75.9
01-11-4111 PASSPORT FEES	300.00	2,705.00	9,000.00	6,295.00	30.1
01-11-4112 TOWN HALL/PARK FEES	110.00	1,380.00	1,500.00	120.00	92.0
01-11-4115 SHOPPING BAG FEES	282.96	402.09	.00	(402.09)	.0
01-11-4120 FRANCHISE FEES	27,065.93	167,058.78	276,022.00	108,963.22	60.5
01-11-4130 DEVELOPER APPLICATION FEES	472.35	10,623.91	25,000.00	14,376.09	42.5
01-11-4140 ROYALTIES	14,697.08	70,143.58	200,000.00	129,856.42	35.1
TOTAL FEES AND PERMITS	113,962.76	648,199.68	1,186,247.00	538,047.32	54.6
LICENSES					
01-12-4200 BUSINESS/SALES TAX LICENSE	530.00	8,590.81	12,500.00	3,909.19	68.7
01-12-4210 LIQUOR LICENSE	1,307.50	3,935.00	2,500.00	(1,435.00)	157.4
01-12-4220 PET LICENSES	5.00	340.00	600.00	260.00	56.7
TOTAL LICENSES	1,842.50	12,865.81	15,600.00	2,734.19	82.5
CHARGES FOR SERVICES					
01-13-4304 IGA--SCHOOL RESOURCE OFFICERS	.00	.00	171,232.00	171,232.00	.0
01-13-4305 SCHOOL GUARD REIMBURSEMENT	.00	11,955.81	20,000.00	8,044.19	59.8
01-13-4310 NEW DEVELOPMENT CHARGES	37,772.65	225,777.23	250,000.00	24,222.77	90.3
01-13-4360 SALES OF MERCHANDISE	.00	100.00	8,500.00	8,400.00	1.2
01-13-4624 SENIOR EVENT FEES	140.00	360.00	400.00	40.00	90.0
01-13-4625 RECREATION REGISTRATION FEES	6,584.00	44,699.00	62,725.00	18,026.00	71.3
TOTAL CHARGES FOR SERVICES	44,496.65	282,892.04	512,857.00	229,964.96	55.2

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>FINES AND FORFEITS</u>					
01-14-4420	COURT FINES	8,870.00	35,608.10	54,000.00	18,391.90	65.9
01-14-4422	COURT COSTS	2,950.00	13,498.00	15,000.00	1,502.00	90.0
01-14-4423	POLICE REPORTS	255.00	2,042.25	2,400.00	357.75	85.1
01-14-4620	MISC. POLICE INCOME	.00	334.00	1,000.00	666.00	33.4
	TOTAL FINES AND FORFEITS	12,075.00	51,482.35	72,400.00	20,917.65	71.1
	<u>GRANTS & ECONOMIC DEVELOPMENT</u>					
01-15-4513	DOLA GRANT--LAND USE CODE	.00	.00	100,000.00	100,000.00	.0
01-15-4516	GRANT - UNITED WAY	1,500.00	2,500.00	2,500.00	.00	100.0
01-15-4519	GRANT--MAIN STREET GRANTS	.00	.00	100,000.00	100,000.00	.0
01-15-4526	POLICE GRANTS	2,700.00	10,841.18	127,500.00	116,658.82	8.5
	TOTAL GRANTS & ECONOMIC DEVELOPME	4,200.00	13,341.18	330,000.00	316,658.82	4.0
	<u>MISCELLANEOUS</u>					
01-18-4619	INTEREST & DIVIDEND INCOME	45,322.18	310,965.34	454,017.00	143,051.66	68.5
01-18-4620	MISC. INCOME	752.81	30,274.29	25,000.00	(5,274.29)	121.1
01-18-4622	DONATIONS/FUNDRAISING	270.00	870.00	5,000.00	4,130.00	17.4
01-18-4623	SALE OF ASSETS	.00	5,995.00	10,000.00	4,005.00	60.0
01-18-4625	METRO DISTRICT PAYMENTS	54,544.82	77,995.42	99,454.00	21,458.58	78.4
01-18-4628	CASH OVER/(SHORT)	.00	.00	2,500.00	2,500.00	.0
01-18-4648	DELINQUENT INTEREST EARNED	536.19	764.19	.00	(764.19)	.0
	TOTAL MISCELLANEOUS	101,426.00	426,864.24	595,971.00	169,106.76	71.6
	TOTAL FUND REVENUE	1,226,529.64	7,266,061.12	11,005,235.00	3,739,173.88	66.0

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
01-40-5001 SALARIES & WAGES	30,185.60	240,091.49	395,459.00	155,367.51	60.7
01-40-5050 CLEANING	.00	4,292.88	10,000.00	5,707.12	42.9
01-40-5055 OVERTIME	.00	175.73	.00	(175.73)	.0
01-40-5060 PAYROLL TAXES	1,649.77	18,199.72	31,160.00	12,960.28	58.4
01-40-5065 WORKERS COMP	282.14	2,654.02	3,112.00	457.98	85.3
01-40-5066 HEALTH INSURANCE	3,677.64	27,172.75	46,771.00	19,598.25	58.1
01-40-5067 MEDICAL SAVINGS PLAN	2,344.12	17,348.31	30,880.00	13,531.69	56.2
01-40-5068 MEDICAL SAVINGS	325.00	2,377.90	3,621.00	1,243.10	65.7
01-40-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	634.26	10,000.00	9,365.74	6.3
01-40-5200 OFFICE SUPPLIES	605.05	3,545.43	7,500.00	3,954.57	47.3
01-40-5201 COMPUTER/TECHNOLOGY	.00	19,802.00	45,000.00	25,198.00	44.0
01-40-5202 PRINTING EXPENSE	.00	.00	2,500.00	2,500.00	.0
01-40-5203 UNIFORMS	420.51	959.68	1,200.00	240.32	80.0
01-40-5205 POSTAGE	226.10	3,178.34	10,000.00	6,821.66	31.8
01-40-5210 OPERATING SUPPLIES	429.09	3,384.31	7,500.00	4,115.69	45.1
01-40-5212 FURNISHINGS	.00	4,320.28	15,000.00	10,679.72	28.8
01-40-5215 REPAIRS & MAINT	377.81	20,410.71	20,000.00	(410.71)	102.1
01-40-5216 FLEET R&M	.00	3,297.67	500.00	(2,797.67)	659.5
01-40-5253 GAS & OIL	.00	108.13	1,000.00	891.87	10.8
01-40-5300 TELEPHONE	547.02	3,809.34	7,210.00	3,400.66	52.8
01-40-5305 UTILITIES	991.35	168,143.96	10,300.00	(157,843.96)	1632.5
01-40-5310 TRASH REMOVAL	78.35	556.31	1,236.00	679.69	45.0
01-40-5315 COPIER EXPENSES	126.42	2,784.93	9,000.00	6,215.07	30.9
01-40-5320 PROPERTY & LIABILITY INSURANCE	.00	6,054.13	8,606.00	2,551.87	70.4
01-40-5325 INTERNET/WEBSITE EXPENSE	.00	18,653.15	12,500.00	(6,153.15)	149.2
01-40-5330 TRAINING	.00	2,699.11	20,000.00	17,300.89	13.5
01-40-5331 DUES AND SUBSCRIPTIONS	3,610.78	30,533.93	35,000.00	4,466.07	87.2
01-40-5332 TUITION REIMBURSEMENT	.00	3,000.00	3,000.00	.00	100.0
01-40-5353 WATER ASSESSMENTS	.00	1,113.50	1,400.00	286.50	79.5
01-40-5399 OTHER PROFESSIONAL SERVICES	752.85	10,218.50	14,600.00	4,381.50	70.0
01-40-5400 LEGAL FEES	19,149.50	136,674.98	258,923.00	122,248.02	52.8
01-40-5401 CONSULTING FEES	16,243.24	85,554.96	204,917.00	119,362.04	41.8
01-40-5415 AUDIT FEES	.00	.00	15,954.00	15,954.00	.0
01-40-5416 PASSPORT EXPENSES	.00	.00	400.00	400.00	.0
01-40-5425 COUNTY TREASURER'S FEE	4,361.26	30,335.06	28,325.00	(2,010.06)	107.1
01-40-5560 CAPITAL OUTLAY--COMPUTERS	.00	24,850.00	25,000.00	150.00	99.4
01-40-5700 MISC. EXPENSE	525.19	2,618.10	10,000.00	7,381.90	26.2
01-40-5701 BANK FEES	2,071.59	26,886.28	38,063.00	11,176.72	70.6
01-40-5705 MILEAGE	1,069.17	5,655.09	10,000.00	4,344.91	56.6
01-40-5720 CONTINGENCIES	.00	.00	25,000.00	25,000.00	.0
TOTAL ADMINISTRATION	90,049.55	932,094.94	1,380,637.00	448,542.06	67.5

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>BOARD OF TRUSTEES</u>					
01-41-5001 SALARIES & WAGES	1,699.93	12,749.52	22,099.00	9,349.48	57.7
01-41-5030 MAYOR AND BOARD SALARIES	4,400.00	30,800.00	52,800.00	22,000.00	58.3
01-41-5060 PAYROLL TAXES	462.69	3,305.55	5,730.00	2,424.45	57.7
01-41-5065 WORKERS COMP	4.59	33.13	40.00	6.87	82.8
01-41-5066 HEALTH INSURANCE	202.08	1,414.56	2,340.00	925.44	60.5
01-41-5067 MEDICAL SAVINGS PLAN	85.00	637.50	1,078.00	440.50	59.1
01-41-5068 MEDICAL SAVINGS	6.24	43.68	82.00	38.32	53.3
01-41-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	500.00	500.00	.0
01-41-5201 COMPUTER / TECHNOLOGY	.00	1,285.00	5,000.00	3,715.00	25.7
01-41-5210 OPERATING SUPPLIES	51.46	367.66	2,000.00	1,632.34	18.4
01-41-5212 FURNISHINGS	.00	132.07	11,500.00	11,367.93	1.2
01-41-5230 ELECTIONS	.00	.00	25,000.00	25,000.00	.0
01-41-5315 RECORDING FEES	.00	(2,338.92)	.00	2,338.92	.0
01-41-5320 PROPERTY & LIABILITY INSURANCE	.00	3,027.05	4,303.00	1,275.95	70.4
01-41-5330 TRAINING	1,664.00	7,384.86	15,000.00	7,615.14	49.2
01-41-5331 DUES & SUBSCRIPTIONS	410.00	2,935.14	2,000.00	(935.14)	146.8
01-41-5340 PUBLISHED NOTICES	306.14	1,086.55	2,500.00	1,413.45	43.5
01-41-5341 ORDINANCE CODIFICATION	.00	2,845.83	7,500.00	4,654.17	37.9
01-41-5347 COMMUNITY CONTRIBUTIONS	.00	10,800.00	24,000.00	13,200.00	45.0
01-41-5399 OTHER PROFESSIONAL SERVICES	.00	9,428.74	7,500.00	(1,928.74)	125.7
01-41-5430 RECORDING FEES	.00	7.75	2,000.00	1,992.25	.4
01-41-5700 MISC. EXPENSE	2,345.26	4,715.70	7,500.00	2,784.30	62.9
01-41-5841 BOARD OUTREACH ACTIVITIES	564.30	4,587.23	35,000.00	30,412.77	13.1
TOTAL BOARD OF TRUSTEES	12,201.69	95,248.60	235,472.00	140,223.40	40.5

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE</u>					
01-42-5001 SALARIES & WAGES	120,592.66	930,703.27	1,733,304.00	802,600.73	53.7
01-42-5022 POLICE	.00	554.32	.00	(554.32)	.0
01-42-5050 CLEANING	.00	5,256.18	9,000.00	3,743.82	58.4
01-42-5055 OVERTIME	479.64	7,413.99	25,000.00	17,586.01	29.7
01-42-5060 PAYROLL TAXES	2,665.84	21,985.50	36,530.00	14,544.50	60.2
01-42-5065 WORKERS COMP	5,116.27	33,442.25	40,185.00	6,742.75	83.2
01-42-5066 HEALTH INSURANCE	18,062.41	126,327.37	202,843.00	76,515.63	62.3
01-42-5067 MEDICAL SAVINGS PLAN	456.84	3,387.10	5,224.00	1,836.90	64.8
01-42-5068 MEDICAL SAVINGS	309.12	2,163.84	3,018.00	854.16	71.7
01-42-5069 FPPA RETIREMENT	10,809.65	81,308.96	155,533.00	74,224.04	52.3
01-42-5071 FPPA DEATH & DISABILITY	3,891.48	29,271.31	52,881.00	23,609.69	55.4
01-42-5075 EMPLOYMENT/RECRUITMENT EXPENSE	950.56	2,329.70	3,000.00	670.30	77.7
01-42-5200 OFFICE SUPPLIES	183.64	1,700.54	4,000.00	2,299.46	42.5
01-42-5201 COMPUTER / TECHNOLOGY	1,244.07	15,618.70	47,450.00	31,831.30	32.9
01-42-5203 UNIFORMS	.00	.00	800.00	800.00	.0
01-42-5210 OPERATING SUPPLIES	374.25	3,125.92	16,000.00	12,874.08	19.5
01-42-5215 REPAIR & MAINTENANCE	.00	4,804.06	5,000.00	195.94	96.1
01-42-5216 FLEET R&M	2,424.87	8,236.40	18,000.00	9,763.60	45.8
01-42-5253 GAS & OIL	2,239.42	13,205.41	30,000.00	16,794.59	44.0
01-42-5254 UNIFORMS & TOOLS	97.20	3,771.31	29,000.00	25,228.69	13.0
01-42-5255 OPERATING EQUIPMENT	(20.53)	31,930.98	78,950.00	47,019.02	40.4
01-42-5300 TELEPHONES	1,277.47	8,368.67	15,895.00	7,526.33	52.7
01-42-5305 UTILITIES	780.70	9,655.87	18,000.00	8,344.13	53.6
01-42-5310 TRASH REMOVAL	157.87	1,105.09	2,000.00	894.91	55.3
01-42-5315 COPIER EXPENSE	93.52	956.49	3,000.00	2,043.51	31.9
01-42-5320 GENERAL LIABILITY INSURANCE	.00	75,676.54	112,028.00	36,351.46	67.6
01-42-5325 INTERNET/WEBSITE EXPENSE	132.45	794.70	2,000.00	1,205.30	39.7
01-42-5330 TRAINING	2,740.75	29,036.13	70,600.00	41,563.87	41.1
01-42-5331 DUES & MEMBERSHIPS	.00	10,680.44	12,145.00	1,464.56	87.9
01-42-5332 TUITION REIMBURSEMENT	.00	3,000.00	6,000.00	3,000.00	50.0
01-42-5343 CONTRACTUAL SERVICES	1,428.66	97,098.14	159,700.00	62,601.86	60.8
01-42-5348 PEST CONTROL	.00	.00	2,000.00	2,000.00	.0
01-42-5349 WELLNESS PROGRAM	.00	.00	3,500.00	3,500.00	.0
01-42-5350 LAB FEES	999.47	999.47	500.00	(499.47)	199.9
01-42-5399 OTHER PROFESSIONAL SERVICES	.00	2,863.90	3,150.00	286.10	90.9
01-42-5400 LEGAL FEES	.00	.00	15,000.00	15,000.00	.0
01-42-5491 VEHICLE LEASE EXPENSES	1,279.43	8,956.01	13,652.00	4,695.99	65.6
01-42-5500 CAPITAL OUTLAY	.00	8,000.00	8,000.00	.00	100.0
01-42-5700 MISC. EXPENSE	37.18	1,538.67	1,000.00	(538.67)	153.9
TOTAL POLICE	178,804.89	1,585,267.23	2,943,888.00	1,358,620.77	53.9

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMUNITY DEVELOPMENT</u>					
01-43-5001 SALARIES & WAGES	28,313.14	208,859.95	374,057.00	165,197.05	55.8
01-43-5060 PAYROLL TAXES	2,046.66	15,332.48	28,615.00	13,282.52	53.6
01-43-5065 WORKERS COMP	116.56	870.06	258.00	(612.06)	337.2
01-43-5066 HEALTH INSURANCE	5,609.23	35,969.66	35,572.00	(397.66)	101.1
01-43-5067 MEDICAL SAVINGS PLAN	1,177.86	8,465.51	12,997.00	4,531.49	65.1
01-43-5068 MEDICAL SAVINGS	123.95	648.90	393.00	(255.90)	165.1
01-43-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	61.26	500.00	438.74	12.3
01-43-5200 OFFICE SUPPLIES	55.45	177.89	800.00	622.11	22.2
01-43-5201 COMPUTER / TECHNOLOGY	493.34	5,272.72	9,000.00	3,727.28	58.6
01-43-5202 PRINTING EXPENSE	.00	210.38	750.00	539.62	28.1
01-43-5203 UNIFORMS	182.38	679.95	1,250.00	570.05	54.4
01-43-5216 REPAIRS & MAINT--FLEET	.00	121.94	1,000.00	878.06	12.2
01-43-5253 GAS & OIL	103.48	642.12	1,000.00	357.88	64.2
01-43-5300 TELEPHONE	149.48	934.82	2,000.00	1,065.18	46.7
01-43-5320 PROPERTY & LIABILITY INSURANCE	.00	2,527.05	4,303.00	1,775.95	58.7
01-43-5330 TRAINING	.00	3,905.81	6,000.00	2,094.19	65.1
01-43-5331 DUES & MEMBERSHIPS	.00	160.00	1,200.00	1,040.00	13.3
01-43-5401 CONSULTING FEES	.00	.00	225,000.00	225,000.00	.0
01-43-5411 ANNEXATIONS & REZONING EXPENSE	.00	20.32	15,000.00	14,979.68	.1
01-43-5460 BUILDING INSPECTIONS	.00	139,141.53	304,263.00	165,121.47	45.7
01-43-5491 VEHICLE LEASE EXPENSES	1,198.83	8,391.81	6,201.00	(2,190.81)	135.3
01-43-5700 MISC.	.00	538.91	2,000.00	1,461.09	27.0
TOTAL COMMUNITY DEVELOPMENT	39,570.36	432,933.07	1,032,159.00	599,225.93	41.9

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS</u>					
01-45-5001 SALARIES & WAGES	31,014.64	219,656.19	377,274.00	157,617.81	58.2
01-45-5055 OVERTIME	255.07	3,733.02	5,614.00	1,880.98	66.5
01-45-5060 PAYROLL TAXES	2,358.07	16,863.82	29,291.00	12,427.18	57.6
01-45-5065 WORKERS COMP	1,835.81	12,697.61	6,859.00	(5,838.61)	185.1
01-45-5066 HEALTH INSURANCE	4,891.40	34,270.84	36,553.00	2,282.16	93.8
01-45-5067 DEFERRED COMP	1,166.16	7,947.31	9,006.00	1,058.69	88.2
01-45-5068 MEDICAL SAVINGS	133.37	981.04	883.00	(98.04)	111.1
01-45-5201 COMPUTER/TECHNOLOGY	.00	1,464.00	4,000.00	2,536.00	36.6
01-45-5203 UNIFORMS	.00	1,185.43	6,510.00	5,324.57	18.2
01-45-5210 OPERATING SUPPLIES	1,602.80	2,465.50	6,000.00	3,534.50	41.1
01-45-5215 REPAIRS & MAINTENANCE	5,683.95	20,470.57	40,000.00	19,529.43	51.2
01-45-5216 FLEET R&M	983.52	2,155.14	10,000.00	7,844.86	21.6
01-45-5253 GAS & OIL	1,485.09	9,681.82	10,000.00	318.18	96.8
01-45-5254 TOOLS	.00	218.55	3,000.00	2,781.45	7.3
01-45-5300 TELEPHONE	205.00	1,591.00	2,200.00	609.00	72.3
01-45-5305 UTILITIES	2,663.71	20,627.74	40,000.00	19,372.26	51.6
01-45-5310 TRASH REMOVAL	.00	1,622.00	2,500.00	878.00	64.9
01-45-5320 PROPERTY & LIABILITY INSURANCE	.00	15,135.31	21,514.00	6,378.69	70.4
01-45-5330 TRAINING	.00	3,900.79	4,000.00	99.21	97.5
01-45-5348 PEST CONTROL	4,548.48	13,944.44	38,000.00	24,055.56	36.7
01-45-5349 WELLNESS PROGRAM	15.00	105.00	.00	(105.00)	.0
01-45-5363 WEED CONTROL	.00	7,306.18	15,000.00	7,693.82	48.7
01-45-5369 EQUIPMENT RENTAL	.00	.00	1,000.00	1,000.00	.0
01-45-5370 LANDSCAPING	800.00	5,308.00	18,000.00	12,692.00	29.5
01-45-5371 TREE MAINTENANCE	3,400.00	8,620.00	35,000.00	26,380.00	24.6
01-45-5372 IRRIGATION SYSTEM	.00	2,764.07	7,500.00	4,735.93	36.9
01-45-5405 PARK ENGINEERING	.00	660.00	.00	(660.00)	.0
01-45-5500 CAPITAL OUTLAY	.00	114,415.54	170,000.00	55,584.46	67.3
01-45-5700 MISC. EXPENSE	.00	233.27	2,500.00	2,266.73	9.3
TOTAL PARKS	63,042.07	530,024.18	902,204.00	372,179.82	58.8

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ENGINEERING</u>					
01-47-5001 SALARIES & WAGES	30,015.91	239,351.81	433,144.00	193,792.19	55.3
01-47-5050 CLEANING	.00	4,726.68	8,500.00	3,773.32	55.6
01-47-5055 OVERTIME	.00	499.97	.00	(499.97)	.0
01-47-5060 PAYROLL TAXES	2,254.37	18,012.99	33,135.00	15,122.01	54.4
01-47-5065 WORKERS COMP	493.38	4,081.48	9,071.00	4,989.52	45.0
01-47-5066 HEALTH INSURANCE	3,094.63	23,586.24	44,587.00	21,000.76	52.9
01-47-5067 DEFERRED COMP	1,321.39	11,802.02	20,276.00	8,473.98	58.2
01-47-5068 MEDICAL SAVINGS	103.72	842.66	1,658.00	815.34	50.8
01-47-5075 EMPLOYMENT/RECRUITMENT EXPENSE	110.74	689.74	800.00	110.26	86.2
01-47-5200 OFFICE SUPPLIES	431.30	2,704.58	5,000.00	2,295.42	54.1
01-47-5201 COMPUTER/TECHNOLOGY	.00	2,808.52	8,000.00	5,191.48	35.1
01-47-5203 UNIFORMS	.00	1,685.08	4,250.00	2,564.92	39.7
01-47-5210 OPERATING SUPPLIES	716.58	7,547.19	10,000.00	2,452.81	75.5
01-47-5212 FURNISHINGS	.00	190.56	1,000.00	809.44	19.1
01-47-5215 REPAIRS & MAINTENANCE	8.99	10,825.14	30,000.00	19,174.86	36.1
01-47-5216 REPAIR & MAINTENANCE--FLEET	18.00	197.38	5,000.00	4,802.62	4.0
01-47-5253 GAS & OIL	312.11	1,696.62	7,500.00	5,803.38	22.6
01-47-5300 TELEPHONE	238.04	1,596.89	2,880.00	1,283.11	55.5
01-47-5305 UTILITIES	890.02	8,943.41	20,000.00	11,056.59	44.7
01-47-5310 TRASH	184.96	1,913.72	2,000.00	86.28	95.7
01-47-5315 COPIER EXPENSES	.00	849.57	2,000.00	1,150.43	42.5
01-47-5320 PROPERTY & LIABILITY INSURANCE	.00	6,054.13	8,606.00	2,551.87	70.4
01-47-5330 TRAINING	.00	63.60	5,000.00	4,936.40	1.3
01-47-5331 DUES & SUBSCRIPTIONS	330.00	368.75	800.00	431.25	46.1
01-47-5399 OTHER PROFESSIONAL SERVICES	.00	570.00	1,650.00	1,080.00	34.6
01-47-5405 ENGINEERING FEES	13,952.00	24,259.85	55,000.00	30,740.15	44.1
01-47-5491 VEHICLE LEASE EXPENSES	1,026.44	5,384.08	13,633.00	8,248.92	39.5
01-47-5599 CAPITAL OUTLAY--LEASES	.00	.00	54,533.00	54,533.00	.0
01-47-5700 MISC. EXPENSE	302.26	570.03	1,000.00	429.97	57.0
TOTAL ENGINEERING	55,804.84	381,822.69	789,023.00	407,200.31	48.4

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MUNICIPAL COURT</u>					
01-48-5001 SALARIES & WAGES	3,975.93	29,431.06	51,687.00	22,255.94	56.9
01-48-5040 JUDGE	.00	9,400.00	21,000.00	11,600.00	44.8
01-48-5055 OVERTIME	.00	10.36	.00	(10.36)	.0
01-48-5060 PAYROLL TAXES	302.05	2,240.74	3,954.00	1,713.26	56.7
01-48-5065 WORKERS COMP	4.68	34.64	84.00	49.36	41.2
01-48-5066 HEALTH INSURANCE	646.28	4,523.96	7,560.00	3,036.04	59.8
01-48-5067 DEFERRED COMP	85.00	637.50	1,122.00	484.50	56.8
01-48-5068 MEDICAL SAVINGS	27.06	189.42	384.00	194.58	49.3
01-48-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	500.00	500.00	.0
01-48-5201 COMPUTER/TECHNOLOGY	.00	.00	4,000.00	4,000.00	.0
01-48-5203 UNIFORMS	.00	110.77	200.00	89.23	55.4
01-48-5235 COURT COSTS	.00	.00	1,500.00	1,500.00	.0
01-48-5320 PROPERTY & LIABILITY INSURANCE	.00	3,027.05	4,303.00	1,275.95	70.4
01-48-5330 TRAINING	.00	72.84	1,000.00	927.16	7.3
01-48-5331 DUES & MEMBERSHIPS	.00	50.00	100.00	50.00	50.0
01-48-5399 OTHER PROFESSIONAL SERVICES	167.30	1,677.80	2,200.00	522.20	76.3
01-48-5455 PROSECUTING ATTORNEY	1,000.00	8,150.00	18,000.00	9,850.00	45.3
01-48-5456 PUBLIC DEFENDER	.00	.00	10,000.00	10,000.00	.0
01-48-5700 MISC. EXPENSE	28.20	354.34	1,000.00	645.66	35.4
TOTAL MUNICIPAL COURT	6,236.50	59,910.48	128,594.00	68,683.52	46.6

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMUNITY ENGAGEMENT</u>					
01-49-5001 SALARIES & WAGES	18,387.62	135,192.76	272,760.00	137,567.24	49.6
01-49-5055 OVERTIME	.00	238.98	5,000.00	4,761.02	4.8
01-49-5060 PAYROLL TAXES	1,400.37	10,329.71	21,249.00	10,919.29	48.6
01-49-5065 WORKERS COMP	928.13	2,714.29	2,194.00	(520.29)	123.7
01-49-5066 HEALTH INSURANCE	1,621.37	11,349.59	17,807.00	6,457.41	63.7
01-49-5067 DEFERRED COMP	468.38	3,463.16	8,198.00	4,734.84	42.2
01-49-5068 MEDICAL SAVINGS	99.98	699.86	1,179.00	479.14	59.4
01-49-5075 EMPLOYMENT/RECRUITMENT EXPENSE	365.90	1,225.65	1,500.00	274.35	81.7
01-49-5160 MERCHANDISE FOR RESALE	.00	1,510.94	8,000.00	6,489.06	18.9
01-49-5201 COMPUTER/TECHNOLOGY	1,638.00	4,238.00	5,000.00	762.00	84.8
01-49-5202 PRINTING EXPENSE	1,791.69	6,528.33	15,000.00	8,471.67	43.5
01-49-5203 UNIFORMS	.00	765.51	1,500.00	734.49	51.0
01-49-5205 POSTAGE	.00	1,894.36	1,500.00	(394.36)	126.3
01-49-5212 FURNISHINGS	.00	.00	4,000.00	4,000.00	.0
01-49-5216 FLEET R&M	.00	1.00	2,000.00	1,999.00	.1
01-49-5220 TOWN DECORATIONS	993.66	4,291.76	10,000.00	5,708.24	42.9
01-49-5236 COMMUNITY ENGAGEMENT	713.68	8,326.59	10,000.00	1,673.41	83.3
01-49-5253 GAS & OIL	86.42	280.70	1,200.00	919.30	23.4
01-49-5260 RECREATION PROGRAMS	509.30	22,604.93	52,000.00	29,395.07	43.5
01-49-5261 COMMUNITY DAY	.00	42,682.48	55,000.00	12,317.52	77.6
01-49-5262 TOWN EVENTS	2,972.17	51,894.12	89,000.00	37,105.88	58.3
01-49-5265 SENIOR EVENTS	1,077.84	7,302.04	15,500.00	8,197.96	47.1
01-49-5300 TELEPHONE	136.01	912.06	1,080.00	167.94	84.5
01-49-5320 GENERAL LIABILITY INSURANCE	.00	5,964.85	8,956.00	2,991.15	66.6
01-49-5330 TRAINING	1,321.23	7,677.05	10,000.00	2,322.95	76.8
01-49-5331 DUES/MEMBERSHIPS	199.40	8,926.53	9,000.00	73.47	99.2
01-49-5349 WELLNESS PROGRAM	1,625.83	9,397.16	25,000.00	15,602.84	37.6
01-49-5399 OTHER PROFESSIONAL SERVICES	167.30	13,840.90	35,700.00	21,859.10	38.8
01-49-5401 CONSULTANTS	20,641.00	26,700.00	50,000.00	23,300.00	53.4
01-49-5421 ECONOMIC DEVELOPMENT PROGRAMS	.00	1,122.99	40,000.00	38,877.01	2.8
01-49-5500 CAPITAL OUTLAY--WAYFINDING	.00	.00	25,000.00	25,000.00	.0
01-49-5560 CAPITAL OUTLAY--SFTWR UPGRADES	18,552.44	25,709.03	40,000.00	14,290.97	64.3
01-49-5700 MISC. EXPENSE	25.90	933.38	2,000.00	1,066.62	46.7
TOTAL COMMUNITY ENGAGEMENT	75,723.62	418,718.71	846,323.00	427,604.29	49.5
<u>NON-DEPARTMENTAL</u>					
01-90-5500 CAPITAL OUTLAY	.00	.00	50,000.00	50,000.00	.0
01-90-5804 TRANSFER TO STREET IMPVT FD	.00	187,500.00	375,000.00	187,500.00	50.0
01-90-5805 TRANSFER TO CAPITAL IMPROVEMEN	.00	1,063,771.00	2,495,312.00	1,431,541.00	42.6
01-90-8151 SPECIAL PROJECTS	.00	.00	100,000.00	100,000.00	.0
01-90-8155 ARPA BROADBAND	.00	.00	148,932.00	148,932.00	.0
TOTAL NON-DEPARTMENTAL	.00	1,251,271.00	3,169,244.00	1,917,973.00	39.5
TOTAL FUND EXPENDITURES	521,433.52	5,687,290.90	11,427,544.00	5,740,253.10	49.8

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

GENERAL FUND					
	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	705,096.12	1,578,770.22	(422,309.00)	(2,001,079.22)	373.8

TOWN OF MEAD
BALANCE SHEET
JULY 31, 2024

STREET IMPROVEMENT FUND

ASSETS

04-01-0100	COMBINED CASH	2,704,693.14	
04-01-1301	A/R - GENERAL	374,750.99	
	TOTAL ASSETS		3,079,444.13

LIABILITIES AND EQUITY

LIABILITIES

04-02-2000	ACCOUNTS PAYABLE	5,871.01	
04-02-2005	RETAINAGE PAYABLE	14,797.92	
04-02-2300	457(B) DEFERRED COMP PAYABLE	1,040.70	
04-02-2301	SALARIES & WAGES PAYABLE	11,679.06	
04-02-2310	EMPLOYEE HEALTH INS. PAYABLE	45,581.94	
04-02-2400	FED. WITHHOLDING TAX PAYABLE	1,330.59	
04-02-2401	SOCIAL SECURITY TAX PAYABLE	1,878.95	
04-02-2402	MEDICARE TAX PAYABLE	439.43	
04-02-2403	STATE WITHHOLDING TAX PAYABLE	1,723.40	
04-02-2404	STATE UNEMPLOYMENT TAX PAYABLE	87.56	
	TOTAL LIABILITIES		84,430.56

FUND EQUITY

04-02-3001	FUND BALANCE	1,981,738.14	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	1,013,275.43	
	BALANCE - CURRENT DATE	1,013,275.43	
	TOTAL FUND EQUITY		2,995,013.57
	TOTAL LIABILITIES AND EQUITY		3,079,444.13

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

STREET IMPROVEMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>TAXES</u>					
04-10-4005	HIGHWAY USERS TAX	25,558.57	169,605.49	242,317.00	72,711.51	70.0
04-10-4010	SALES TAX	220,226.00	1,127,477.62	2,269,172.00	1,141,694.38	49.7
04-10-4015	ROAD & BRIDGE TAX	30,319.42	90,958.26	70,000.00	(20,958.26)	129.9
04-10-4025	M.V. REGISTRATION	2,231.81	15,385.33	26,000.00	10,614.67	59.2
04-10-4030	BUILDING USE TAX	20,344.79	152,745.82	222,937.00	70,191.18	68.5
	<u>TOTAL TAXES</u>	<u>298,680.59</u>	<u>1,556,172.52</u>	<u>2,830,426.00</u>	<u>1,274,253.48</u>	<u>55.0</u>
	<u>FEES AND PERMITS</u>					
04-11-4102	RIGHT-OF-WAY PERMITS	600.00	82,388.50	63,165.00	(19,223.50)	130.4
	<u>TOTAL FEES AND PERMITS</u>	<u>600.00</u>	<u>82,388.50</u>	<u>63,165.00</u>	<u>(19,223.50)</u>	<u>130.4</u>
	<u>TRANSFERS IN</u>					
04-16-4601	TRANSFER FROM GF	.00	187,500.00	375,000.00	187,500.00	50.0
	<u>TOTAL TRANSFERS IN</u>	<u>.00</u>	<u>187,500.00</u>	<u>375,000.00</u>	<u>187,500.00</u>	<u>50.0</u>
	<u>MISCELLANEOUS</u>					
04-18-4619	INTEREST INCOME	10,343.90	63,224.78	.00	(63,224.78)	.0
	<u>TOTAL MISCELLANEOUS</u>	<u>10,343.90</u>	<u>63,224.78</u>	<u>.00</u>	<u>(63,224.78)</u>	<u>.0</u>
	<u>TOTAL FUND REVENUE</u>	<u>309,624.49</u>	<u>1,889,285.80</u>	<u>3,268,591.00</u>	<u>1,379,305.20</u>	<u>57.8</u>

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

STREET IMPROVEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STREETS</u>					
04-44-5001 SALARIES & WAGES	32,197.99	235,285.28	461,521.00	226,235.72	51.0
04-44-5055 OVERTIME	117.74	1,723.01	10,000.00	8,276.99	17.2
04-44-5060 PAYROLL TAXES	2,407.17	17,708.04	36,071.00	18,362.96	49.1
04-44-5065 WORKERS COMPENSATION	1,806.17	12,670.82	21,313.00	8,642.18	59.5
04-44-5066 HEALTH INSURANCE	5,142.71	35,991.78	45,134.00	9,142.22	79.7
04-44-5067 DEFERRED COMP	958.43	6,808.45	10,331.00	3,522.55	65.9
04-44-5068 MEDICAL SAVINGS	85.91	635.45	715.00	79.55	88.9
04-44-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	1,500.00	1,500.00	.0
04-44-5201 COMPUTER/TECHNOLOGY	120.00	14,917.33	22,000.00	7,082.67	67.8
04-44-5202 PRINTING EXPENSE	.00	.00	15,000.00	15,000.00	.0
04-44-5203 UNIFORMS	.00	5,102.22	5,720.00	617.78	89.2
04-44-5210 OPERATING SUPPLIES	169.99	219.96	2,500.00	2,280.04	8.8
04-44-5215 REPAIRS & MAINTENANCE--STREETS	83,236.18	103,974.32	250,000.00	146,025.68	41.6
04-44-5216 REPAIR & MAINT.--FLEET	996.82	9,967.05	40,000.00	30,032.95	24.9
04-44-5217 REPAIR & MAINTENANCE--BRIDGES	.00	185,834.91	.00	(185,834.91)	.0
04-44-5250 ASPHALT/STREET PATCHING	.00	4,392.00	2,300,000.00	2,295,608.00	.2
04-44-5252 STREET SIGNS & MARKERS	243.99	8,603.22	10,000.00	1,396.78	86.0
04-44-5253 GAS & OIL	1,038.13	4,057.48	25,000.00	20,942.52	16.2
04-44-5254 TOOLS	166.29	17,521.95	25,000.00	7,478.05	70.1
04-44-5255 SAFETY EQUIPMENT	.00	3,064.15	3,500.00	435.85	87.6
04-44-5300 TELEPHONE	241.34	1,693.57	3,500.00	1,806.43	48.4
04-44-5305 UTILITIES	.00	18,010.06	35,000.00	16,989.94	51.5
04-44-5310 TRASH DISPOSAL	.00	.00	1,000.00	1,000.00	.0
04-44-5320 PROPERTY & LIABILITY INSURANCE	.00	22,702.97	32,271.00	9,568.03	70.4
04-44-5330 TRAINING	175.00	4,784.83	13,500.00	8,715.17	35.4
04-44-5331 DUES & MEMBERSHIPS	365.00	2,432.00	1,500.00	(932.00)	162.1
04-44-5360 STREET SWEEPING	3,942.00	19,710.00	40,000.00	20,290.00	49.3
04-44-5361 DUST CONTROL	.00	11,750.93	45,000.00	33,249.07	26.1
04-44-5362 GRAVEL	20,000.00	20,000.00	20,000.00	.00	100.0
04-44-5363 WEED CONTROL	.00	.00	5,000.00	5,000.00	.0
04-44-5364 SNOW REMOVAL	.00	3,180.71	100,000.00	96,819.29	3.2
04-44-5365 REPAIR & MAINTENANCE--SEALCOAT	.00	.00	150,000.00	150,000.00	.0
04-44-5366 REPAIR & MAINTENANCE--DRAINAGE	.00	.00	20,000.00	20,000.00	.0
04-44-5367 STREET STRIPING	.00	.00	150,000.00	150,000.00	.0
04-44-5369 EQUIPMENT RENTAL	7.65	33,200.32	170,000.00	136,799.68	19.5
04-44-5391 MATERIALS TESTING	.00	.00	40,000.00	40,000.00	.0
04-44-5405 ENGINEERING FEES	4,000.00	18,043.62	200,000.00	181,956.38	9.0
04-44-5491 VEHICLE LEASE EXPENSES	9,773.79	41,133.12	118,180.00	77,046.88	34.8
04-44-5500 CAPITAL OUTLAY	.00	4,342.07	69,000.00	64,657.93	6.3
04-44-5501 CAPITAL OUTLAY-GRADER SHED	.00	1,270.91	50,000.00	48,729.09	2.5
04-44-5720 CONTINGENCY	5,277.84	5,277.84	100,000.00	94,722.16	5.3
04-44-8151 SPECIAL PROJECTS	.00	.00	50,000.00	50,000.00	.0
 TOTAL STREETS	 172,470.14	 876,010.37	 4,699,256.00	 3,823,245.63	 18.6
 TOTAL FUND EXPENDITURES	 172,470.14	 876,010.37	 4,699,256.00	 3,823,245.63	 18.6
 NET REVENUE OVER EXPENDITURES	 137,154.35	 1,013,275.43	 (1,430,665.00)	 (2,443,940.43)	 70.8

TOWN OF MEAD
BALANCE SHEET
JULY 31, 2024

CONSERVATION TRUST FUND

ASSETS

05-01-0100	CASH IN COMMON - CTF	158,582.27	
	TOTAL ASSETS		158,582.27

LIABILITIES AND EQUITY

FUND EQUITY

05-02-3001	FUND BALANCE	112,855.53	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	45,726.74	
	BALANCE - CURRENT DATE	45,726.74	
	TOTAL FUND EQUITY		158,582.27
	TOTAL LIABILITIES AND EQUITY		158,582.27

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

CONSERVATION TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>LOTTERY REVENUE</u>					
05-17-4630	LOTTERY REVENUE	.00	41,874.93	65,000.00	23,125.07	64.4
	TOTAL LOTTERY REVENUE	.00	41,874.93	65,000.00	23,125.07	64.4
	<u>MISCELLANEOUS REVENUE</u>					
05-18-4619	INTEREST & DIVIDEND INCOME	606.49	3,851.81	1,000.00	(2,851.81)	385.2
	TOTAL MISCELLANEOUS REVENUE	606.49	3,851.81	1,000.00	(2,851.81)	385.2
	TOTAL FUND REVENUE	606.49	45,726.74	66,000.00	20,273.26	69.3
	<u>PARKS</u>					
05-45-5212	FURNISHINGS	.00	.00	30,000.00	30,000.00	.0
	TOTAL PARKS	.00	.00	30,000.00	30,000.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	30,000.00	30,000.00	.0
	NET REVENUE OVER EXPENDITURES	606.49	45,726.74	36,000.00	(9,726.74)	127.0

TOWN OF MEAD
BALANCE SHEET
JULY 31, 2024

SEWER FUND

ASSETS

06-01-0100	COMBINED CASH	1,592,572.96	
06-01-1305	ACCUM DEPRECIATION - PLANT & E	(3,882,320.56)	
06-01-1306	A/R-UTILITY BILLING	118,277.43	
06-01-1501	LAND	294,834.95	
06-01-1502	LAND IMPROV.	322,159.37	
06-01-1503	SEWER COLLECTION SYSTEM	1,792,246.08	
06-01-1504	BUILDINGS	281,750.60	
06-01-1506	MACH. & EQUIP.	179,757.28	
06-01-1507	WASTEWATER TREATMENT PLANT	7,402,156.31	
TOTAL ASSETS			8,101,434.42

LIABILITIES AND EQUITY

LIABILITIES

06-02-2000	ACCOUNTS PAYABLE	366.56	
06-02-2200	LOAN PAYABLE CWRPDA--LT	1,309,402.88	
06-02-2201	LOAN PAYABLE CWRPDA--CURRENT	82,296.05	
06-02-2300	EMPLOYEE PENSION PAYABLE	679.37	
06-02-2301	SALARY WAGES PAYABLE	4,778.44	
06-02-2310	EMPLOYEE HEALTH INS. PAYABLE	948.74	
06-02-2314	401(A) CONTRIBUTIONS PAYABLE	58.08	
06-02-2400	FED. WITHHOLDING TAX PAYABLE	649.87	
06-02-2401	SOCIAL SECURITY TAX PAYABLE	737.13	
06-02-2402	MEDICARE TAX PAYABLE	187.79	
06-02-2403	STATE WITHHOLDING TAX PAYABLE	801.10	
06-02-2404	STATE UNEMPLOYMENT TAX PAYABLE	40.67	
06-02-2500	ACC'D COMPENSATED ABS--CURRENT	1,386.13	
06-02-2501	ACCR'D COMPENSATED ABSENCES-LT	12,475.17	
06-02-2502	ACCRUED INT PAYABLE--CWRPDA	20,237.62	
06-02-2601	BOND PREMIUM--UNAMORTIZED	46,230.00	
TOTAL LIABILITIES			1,481,275.60

FUND EQUITY

06-02-3001	FUND BALANCE	5,887,822.74	
UNAPPROPRIATED FUND BALANCE:			
06-02-3010	CONTRIBUTIONS FROM DEVELOPERS	15,000.00	
06-02-3020	CONTRIBUTIONS SEWER TAPS	425,400.00	
	REVENUE OVER EXPENDITURES - YTD	291,936.08	
BALANCE - CURRENT DATE		732,336.08	
TOTAL FUND EQUITY			6,620,158.82
TOTAL LIABILITIES AND EQUITY			8,101,434.42

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>CHARGES FOR SERVICES</u>					
06-11-4150	SEWER USER FEES	88,278.28	584,520.90	981,690.00	397,169.10	59.5
06-11-4152	RATERINK LIFT STA. SURCHARGE	1,200.00	7,561.20	12,444.00	4,882.80	60.8
06-11-4160	SEWER LATE/NSF FEES	98.84	8,008.84	15,124.00	7,115.16	53.0
06-11-4165	SEWER TAP FEES	.00	126,341.00	277,307.00	150,966.00	45.6
	<u>TOTAL CHARGES FOR SERVICES</u>	<u>89,577.12</u>	<u>726,431.94</u>	<u>1,286,565.00</u>	<u>560,133.06</u>	<u>56.5</u>
	<u>MISCELLANEOUS REVENUE</u>					
06-18-4619	INTEREST & DIVIDEND INCOME	6,090.68	42,400.48	75,667.00	33,266.52	56.0
	<u>TOTAL MISCELLANEOUS REVENUE</u>	<u>6,090.68</u>	<u>42,400.48</u>	<u>75,667.00</u>	<u>33,266.52</u>	<u>56.0</u>
	<u>TOTAL FUND REVENUE</u>	<u>95,667.80</u>	<u>768,832.42</u>	<u>1,362,232.00</u>	<u>593,399.58</u>	<u>56.4</u>
	<u>ADMINISTRATION</u>					
06-40-5001	SALARIES & WAGES	13,912.32	105,130.26	188,268.00	83,137.74	55.8
06-40-5055	OVERTIME	19.62	483.03	.00	(483.03)	.0
06-40-5060	PAYROLL TAXES	1,014.32	8,035.50	14,403.00	6,367.50	55.8
06-40-5065	WORKERS COMP	282.85	2,157.25	3,469.00	1,311.75	62.2
06-40-5066	HEALTH INSURANCE	1,801.14	13,451.27	22,523.00	9,071.73	59.7
06-40-5067	DEFERRED COMP/RETIREMENT	711.36	5,410.31	9,019.00	3,608.69	60.0
06-40-5068	MEDICAL SAVINGS	57.76	456.50	696.00	239.50	65.6
06-40-5201	COMPUTER / TECHNOLOGY	.00	.00	5,000.00	5,000.00	.0
06-40-5205	POSTAGE	411.44	2,486.64	5,500.00	3,013.36	45.2
06-40-5254	UNIFORMS	.00	.00	2,270.00	2,270.00	.0
06-40-5300	TELEPHONE	79.51	552.58	720.00	167.42	76.8
06-40-5320	GENERAL LIABILITY INSURANCE	.00	7,567.66	10,757.00	3,189.34	70.4
06-40-5331	DUES AND MEMBERSHIP	.00	1,050.00	1,200.00	150.00	87.5
06-40-5399	OTHER PROFESSIONAL SERVICES	585.55	5,870.80	7,700.00	1,829.20	76.2
06-40-5400	LEGAL FEES	1,024.49	5,904.97	13,628.00	7,723.03	43.3
06-40-5401	CONSULTING FEES	1,600.54	7,588.17	16,208.00	8,619.83	46.8
06-40-5405	ENGINEERING FEES	2,403.00	15,048.40	30,000.00	14,951.60	50.2
06-40-5410	PLANNING/CONSULTANTS	205.12	1,267.39	2,040.00	772.61	62.1
06-40-5415	AUDIT FEES	.00	.00	7,977.00	7,977.00	.0
06-40-5460	ADMINISTRATIVE OVERHEAD	.00	.00	8,942.00	8,942.00	.0
06-40-5701	BANK FEES	586.11	3,728.77	6,082.00	2,353.23	61.3
06-40-5705	MILEAGE	50.00	350.00	1,000.00	650.00	35.0
	<u>TOTAL ADMINISTRATION</u>	<u>24,745.13</u>	<u>186,539.50</u>	<u>357,402.00</u>	<u>170,862.50</u>	<u>52.2</u>

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS</u>					
06-47-5210 OPERATING SUPPLIES	.00	.00	1,000.00	1,000.00	.0
06-47-5215 REPAIRS & MAINT	2,222.93	29,010.72	92,500.00	63,489.28	31.4
06-47-5216 REPAIRS & MAINT GRIT CLASSIFIE	.00	.00	10,000.00	10,000.00	.0
06-47-5227 CHEMICALS	.00	538.20	750.00	211.80	71.8
06-47-5231 SLUDGE DISPOSAL	3,645.04	43,368.16	85,000.00	41,631.84	51.0
06-47-5248 SEWER LINE REPAIRS	.00	.00	15,000.00	15,000.00	.0
06-47-5253 GAS & OIL	169.94	1,078.53	6,000.00	4,921.47	18.0
06-47-5305 UTILITIES	4,257.35	29,945.43	70,000.00	40,054.57	42.8
06-47-5306 UTILITIES--RATERINK	60.62	418.82	.00	(418.82)	.0
06-47-5310 TRASH	132.74	886.65	1,500.00	613.35	59.1
06-47-5348 PEST CONTROL	.00	1,263.60	.00	(1,263.60)	.0
06-47-5363 WEED CONTROL	.00	799.95	1,000.00	200.05	80.0
06-47-5390 SEWER MAINT. CONTRACT	6,065.79	37,084.55	95,000.00	57,915.45	39.0
06-47-5391 SEWER TESTING	305.28	3,820.70	6,500.00	2,679.30	58.8
06-47-5392 LINE LOCATOR	421.83	3,053.43	4,000.00	946.57	76.3
06-47-5393 STATE DISCHARGE PERMIT	.00	.00	3,500.00	3,500.00	.0
06-47-5394 SEWER LINE FLUSHING	.00	.00	100,000.00	100,000.00	.0
06-47-5396 R&M--RATERINK LIFT STATION	336.30	6,123.89	20,000.00	13,876.11	30.6
06-47-5503 CAPITAL OUTLAY--COAT CHANNELS	.00	.00	30,000.00	30,000.00	.0
06-47-5554 CAPITAL OUTLAY--CO/ORP PROBES	.00	.00	250,000.00	250,000.00	.0
06-47-5556 CAPITAL OUTLAY--CIPP	.00	.00	150,000.00	150,000.00	.0
06-47-5558 CAPITAL OUTLAY-BLOWER REPLACE	.00	2,809.69	130,000.00	127,190.31	2.2
06-47-5559 CAPITAL OUTLAY-CHEMICAL PHOSOP	.00	.00	125,000.00	125,000.00	.0
06-47-5720 CONTINGENCIES	.00	.00	50,000.00	50,000.00	.0
TOTAL OPERATIONS	17,617.82	160,202.32	1,246,750.00	1,086,547.68	12.9
<u>DEBT SERVICE</u>					
06-98-9801 2007 CWRPDA LOAN--PRINCIPAL	41,503.94	82,296.05	82,296.00	(.05)	100.0
06-98-9802 2007 CWRPDA LOAN--INTEREST	23,573.32	47,858.47	47,858.00	(.47)	100.0
TOTAL DEBT SERVICE	65,077.26	130,154.52	130,154.00	(.52)	100.0
TOTAL FUND EXPENDITURES	107,440.21	476,896.34	1,734,306.00	1,257,409.66	27.5
NET REVENUE OVER EXPENDITURES	(11,772.41)	291,936.08	(372,074.00)	(664,010.08)	78.5

TOWN OF MEAD
BALANCE SHEET
JULY 31, 2024

POLICE FUND

ASSETS

08-01-0100	CASH IN COMMON - POLICE	124,146.80	
	TOTAL ASSETS		124,146.80

LIABILITIES AND EQUITY

FUND EQUITY

08-02-3001	FUND BALANCE	158,445.15	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	(34,298.35)	
	BALANCE - CURRENT DATE	(34,298.35)	
	TOTAL FUND EQUITY		124,146.80
	TOTAL LIABILITIES AND EQUITY		124,146.80

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

POLICE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>FEES AND PERMITS</u>					
08-11-4165	IMPACT FEES	6,840.00	34,148.67	113,079.00	78,930.33	30.2
	TOTAL FEES AND PERMITS	6,840.00	34,148.67	113,079.00	78,930.33	30.2
	<u>MISCELLANEOUS</u>					
08-18-4619	INTEREST & DIVIDEND INCOME	474.79	3,888.79	10,808.00	6,919.21	36.0
	TOTAL MISCELLANEOUS	474.79	3,888.79	10,808.00	6,919.21	36.0
	TOTAL FUND REVENUE	7,314.79	38,037.46	123,887.00	85,849.54	30.7
	<u>POLICE</u>					
08-42-5491	VEHICLE LEASE EXPENSES	7,896.93	63,368.78	80,724.00	17,355.22	78.5
08-42-5511	CAPITAL OUTLAY--BLDGS & IMPVTS	.00	8,967.03	35,000.00	26,032.97	25.6
	TOTAL POLICE	7,896.93	72,335.81	115,724.00	43,388.19	62.5
	TOTAL FUND EXPENDITURES	7,896.93	72,335.81	115,724.00	43,388.19	62.5
	NET REVENUE OVER EXPENDITURES	(582.14)	(34,298.35)	8,163.00	42,461.35	(420.2)

TOWN OF MEAD
BALANCE SHEET
JULY 31, 2024

MUNICIPAL FACILITIES FUND

ASSETS

09-01-0100	COMBINED CASH	4,495,218.01	
	TOTAL ASSETS		4,495,218.01

LIABILITIES AND EQUITY

LIABILITIES

09-02-2005	RETAINAGE PAYABLE	30,955.49	
	TOTAL LIABILITIES		30,955.49

FUND EQUITY

09-02-3003	FUND BALANCE-MUNICIPAL	3,808,620.83	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	655,641.69	
	BALANCE - CURRENT DATE	655,641.69	
	TOTAL FUND EQUITY		4,464,262.52
	TOTAL LIABILITIES AND EQUITY		4,495,218.01

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

MUNICIPAL FACILITIES FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>FEEES</u>					
09-11-4165	IMPACT FEES	59,952.00	294,764.00	919,812.00	625,048.00	32.1
	TOTAL FEES	59,952.00	294,764.00	919,812.00	625,048.00	32.1
	<u>GRANTS</u>					
09-15-4527	CNTY EMERGENCY MANAGEMENT GR	.00	.00	40,000.00	40,000.00	.0
09-15-4546	DOLA EIAF GRANT-COMMUNITY CENT	.00	.00	1,500,000.00	1,500,000.00	.0
	TOTAL GRANTS	.00	.00	1,540,000.00	1,540,000.00	.0
	<u>TRANSFERS IN</u>					
09-16-4819	TRF FR CAPITAL IMPRVT FUND	.00	1,250,000.00	2,500,000.00	1,250,000.00	50.0
	TOTAL TRANSFERS IN	.00	1,250,000.00	2,500,000.00	1,250,000.00	50.0
	<u>MISCELLANEOUS REVENUE</u>					
09-18-4619	INTEREST & DIVIDEND INCOME	17,191.63	120,964.52	204,965.00	84,000.48	59.0
	TOTAL MISCELLANEOUS REVENUE	17,191.63	120,964.52	204,965.00	84,000.48	59.0
	TOTAL FUND REVENUE	77,143.63	1,665,728.52	5,164,777.00	3,499,048.48	32.3
	<u>ADMINISTRATION</u>					
09-40-5500	CAPITAL OUTLAY	.00	.00	25,000.00	25,000.00	.0
09-40-5511	CAPITAL OUTLAY--BLDGS & IMPVTS	.00	.00	200,000.00	200,000.00	.0
09-40-5720	CONTINGENCIES	.00	.00	30,000.00	30,000.00	.0
09-40-8502	CAPITAL OUTLAY--BOARD/CT ROOM	.00	11,715.50	.00	(11,715.50)	.0
	TOTAL ADMINISTRATION	.00	11,715.50	255,000.00	243,284.50	4.6
	<u>STREETS</u>					
09-44-5602	LEASE PURCH PRIN--2021 TRUCK 2	.00	40,689.18	40,690.00	.82	100.0
09-44-5603	LEASE PURCH INT--2021 TRUCK 2	.00	2,554.00	2,554.00	.00	100.0
09-44-5604	2021 LEASE PURCH PRIN--TRUCK 1	.00	.00	41,947.00	41,947.00	.0
09-44-5605	2021 LEASE PURCH INT--TRUCK 1	.00	.00	1,296.00	1,296.00	.0
	TOTAL STREETS	.00	43,243.18	86,487.00	43,243.82	50.0

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

MUNICIPAL FACILITIES FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>PARKS</u>					
09-45-5491	VEHICLE LEASE EXPENSES	5,877.07	39,055.11	63,602.00	24,546.89	61.4
	TOTAL PARKS	5,877.07	39,055.11	63,602.00	24,546.89	61.4
	<u>COMMUNITY ENGAGEMENT</u>					
09-49-5491	VEHICLE LEASE EXPENSES	934.30	6,540.10	12,333.00	5,792.90	53.0
09-49-5511	CAPITAL OUTLAY--BLDGS & IMPVTS	11,685.50	11,685.50	.00	(11,685.50)	.0
09-49-8516	CAPITAL OUTLAY--BLDGS & IMPVTS	.00	897,847.44	.00	(897,847.44)	.0
	TOTAL COMMUNITY ENGAGEMENT	12,619.80	916,073.04	12,333.00	(903,740.04)	7427.8
	<u>OTHER CAPITAL OUTLAY</u>					
09-51-5500	CAPITAL OUTLAY	.00	.00	7,675,000.00	7,675,000.00	.0
	TOTAL OTHER CAPITAL OUTLAY	.00	.00	7,675,000.00	7,675,000.00	.0
	TOTAL FUND EXPENDITURES	18,496.87	1,010,086.83	8,092,422.00	7,082,335.17	12.5
	NET REVENUE OVER EXPENDITURES	58,646.76	655,641.69	(2,927,645.00)	(3,583,286.69)	22.4

TOWN OF MEAD
BALANCE SHEET
JULY 31, 2024

TRANSPORTATION FUND

ASSETS

14-01-0100	COMBINED CASH	6,207,894.89	
	TOTAL ASSETS		6,207,894.89

LIABILITIES AND EQUITY

FUND EQUITY

14-02-3001	FUND BALANCE	6,677,018.11	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	(469,123.22)	
	BALANCE - CURRENT DATE	(469,123.22)	
	TOTAL FUND EQUITY		6,207,894.89
	TOTAL LIABILITIES AND EQUITY		6,207,894.89

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

TRANSPORTATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>FEES</u>					
14-11-4165	IMPACT FEES	82,968.00	407,926.00	1,422,154.00	1,014,228.00	28.7
	TOTAL FEES	82,968.00	407,926.00	1,422,154.00	1,014,228.00	28.7
	<u>GRANTS</u>					
14-15-4570	CDOT GRANT--SAFE ROUTES TO SCH	7,494.10	11,300.50	324,000.00	312,699.50	3.5
14-15-4571	CDOT GRANT--UNDERPASS	.00	.00	2,000,000.00	2,000,000.00	.0
14-15-4572	CDOT GRANT--CR 5 BRIDGE	.00	.00	160,000.00	160,000.00	.0
14-15-4575	CML GRANT--CR 34 BRIDGE	.00	.00	60,317.00	60,317.00	.0
14-15-4580	FEDERAL GRANT--3RD & WELKER	.00	.00	1,900,000.00	1,900,000.00	.0
14-15-4585	ENERGY COLO--EV CHARGING GRANT	.00	.00	12,500.00	12,500.00	.0
	TOTAL GRANTS	7,494.10	11,300.50	4,456,817.00	4,445,516.50	.3
	<u>MISCELLANEOUS REVENUE</u>					
14-18-4581	FEDERAL GRANT--CARAVEO	.00	.00	1,000,000.00	1,000,000.00	.0
14-18-4582	FEDERAL GRANT--DOT UNDERPASS	.00	.00	1,360,000.00	1,360,000.00	.0
14-18-4619	INTEREST & DIVIDEND INCOME	23,741.64	175,594.87	.00	(175,594.87)	.0
14-18-4620	MISC. INCOME	.00	12,965.00	.00	(12,965.00)	.0
	TOTAL MISCELLANEOUS REVENUE	23,741.64	188,559.87	2,360,000.00	2,171,440.13	8.0
	<u>OTHER SOURCES</u>					
14-19-4941	P.I.L.O.CONSTRUCTION	.00	.00	400,000.00	400,000.00	.0
	TOTAL OTHER SOURCES	.00	.00	400,000.00	400,000.00	.0
	TOTAL FUND REVENUE	114,203.74	607,786.37	8,638,971.00	8,031,184.63	7.0

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

TRANSPORTATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
14-40-5500 CAPITAL OUTLAY--WELKER/3RD	.00	.00	4,800,000.00	4,800,000.00	.0
14-40-5501 CAPITAL OUTLAY--SAFE RTESTOSCH	.00	.00	600,000.00	600,000.00	.0
14-40-5562 CAPITAL OUTLAY-Y BRIDGE DESIGN	.00	.00	175,000.00	175,000.00	.0
14-40-5563 CAPITAL OUTLAY-CR 5 BRIDGE	.00	.00	200,000.00	200,000.00	.0
14-40-5565 CAPITAL OUTLAY-SH66/CR7 UNDER	.00	.00	4,700,000.00	4,700,000.00	.0
14-40-5566 CAPITAL -SH66/CR7 INTERSECTION	.00	.00	200,000.00	200,000.00	.0
14-40-5568 CAPITAL OUTLAY-ALLEY IMPTS	.00	.00	1,250,000.00	1,250,000.00	.0
14-40-5569 CAPITAL OUTLAY-INT CR 38 & I	.00	.00	200,000.00	200,000.00	.0
14-40-5570 CAPITAL OUTLAY-EV CHARGING ST	.00	.00	40,000.00	40,000.00	.0
14-40-5592 SEGMENT 5 I-25 ENHANCEMENTS	.00	.00	1,000,000.00	1,000,000.00	.0
14-40-5720 CONTINGENCIES	.00	.00	600,000.00	600,000.00	.0
TOTAL EXPENDITURES	.00	.00	13,765,000.00	13,765,000.00	.0
<u>STREETS</u>					
14-44-8503 CAPITAL OUTLAY--3RD/WELKER INT	11,185.17	798,895.87	.00	(798,895.87)	.0
14-44-8506 CAPITAL OUTLAY--SAFE RTESTOSCH	11,168.06	50,678.00	.00	(50,678.00)	.0
14-44-8529 CAPITAL OUTLAY--3RD ST. IMPVTS	.00	(2,250.00)	.00	2,250.00	.0
14-44-8533 CAPITAL OUTLAY--Y BRIDGEDESIGN	.00	114,856.14	.00	(114,856.14)	.0
14-44-8536 CAPITAL OUTLAY--SH66/CR7 UNDRP	23,309.50	77,967.50	.00	(77,967.50)	.0
14-44-8537 CAPITAL OUTLAY--SH66/CR7 INT	.00	2,750.00	.00	(2,750.00)	.0
14-44-8538 CAPITAL OUTLAY--N.CRK DESIGN	.00	15,115.50	.00	(15,115.50)	.0
14-44-8540 CAPITAL OUTLAY--INT CR38 & I25	.00	3,846.50	.00	(3,846.50)	.0
14-44-8541 CAPITAL OUTLAY--EV CHARGING ST	.00	15,050.08	.00	(15,050.08)	.0
TOTAL STREETS	45,662.73	1,076,909.59	.00	(1,076,909.59)	.0
TOTAL FUND EXPENDITURES	45,662.73	1,076,909.59	13,765,000.00	12,688,090.41	7.8
NET REVENUE OVER EXPENDITURES	68,541.01	(469,123.22)	(5,126,029.00)	(4,656,905.78)	(9.2)

TOWN OF MEAD
BALANCE SHEET
JULY 31, 2024

PARKS & OPEN SPACE

ASSETS

18-01-0100	CASH IN COMMON - PARKS & OPEN	593,174.20	
	TOTAL ASSETS		593,174.20

LIABILITIES AND EQUITY

FUND EQUITY

18-02-3001	FUND BALANCE	442,615.51	
18-02-3005	FUND BALANCE - OPEN SPACE	17,690.50	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	132,868.19	
	BALANCE - CURRENT DATE	132,868.19	
	TOTAL FUND EQUITY		593,174.20
	TOTAL LIABILITIES AND EQUITY		593,174.20

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

PARKS & OPEN SPACE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>FEEES</u>					
18-11-4165	IMPACT FEES	36,984.00	181,838.00	493,158.00	311,320.00	36.9
	TOTAL FEES	36,984.00	181,838.00	493,158.00	311,320.00	36.9
	<u>MISCELLANEOUS REVENUE</u>					
18-18-4528	GRANTS FOR TRAILS MASTER PLAN	.00	.00	100,000.00	100,000.00	.0
18-18-4619	INTEREST & DIVIDEND INCOME	2,268.55	15,648.55	27,973.00	12,324.45	55.9
18-18-4622	DONATIONS/FUNDRAISING	.00	54,000.00	.00	(54,000.00)	.0
	TOTAL MISCELLANEOUS REVENUE	2,268.55	69,648.55	127,973.00	58,324.45	54.4
	TOTAL FUND REVENUE	39,252.55	251,486.55	621,131.00	369,644.45	40.5
	<u>ADMINISTRATION</u>					
18-40-5347	CONTRIBUTION TO WELD COUNTY	.00	.00	100,000.00	100,000.00	.0
18-40-5410	PLANNING/CONSULTANTS	.00	.00	325,000.00	325,000.00	.0
	TOTAL ADMINISTRATION	.00	.00	425,000.00	425,000.00	.0
	<u>PARKS</u>					
18-45-5500	CAPITAL OUTLAY--LIBERTY RANCH	.00	5,293.42	350,000.00	344,706.58	1.5
18-45-8507	CAPITAL OUTLAY--GOLD STAR MEM	.00	35,160.94	.00	(35,160.94)	.0
18-45-8515	CAPITAL OUTLAY--PARKS & EQUIP	.00	15,964.00	.00	(15,964.00)	.0
	TOTAL PARKS	.00	56,418.36	350,000.00	293,581.64	16.1
	<u>COMMUNITY ENGAGEMENT</u>					
18-49-5500	CAPITAL OUTLAY	.00	62,200.00	51,100.00	(11,100.00)	121.7
	TOTAL COMMUNITY ENGAGEMENT	.00	62,200.00	51,100.00	(11,100.00)	121.7
	<u>CAPITAL PROJECTS</u>					
18-52-5501	CAPITAL OUTLAY--GOLD STAR	.00	.00	350,000.00	350,000.00	.0
18-52-5502	CAPITAL OUTLAY--RESURF TEN CTS	.00	.00	100,000.00	100,000.00	.0
18-52-5503	CAPITAL OUTLAY--ELECTRICITY	.00	.00	15,000.00	15,000.00	.0
	TOTAL CAPITAL PROJECTS	.00	.00	465,000.00	465,000.00	.0

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

	PARKS & OPEN SPACE				
	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	.00	118,618.36	1,291,100.00	1,172,481.64	9.2
NET REVENUE OVER EXPENDITURES	39,252.55	132,868.19	(669,969.00)	(802,837.19)	19.8

TOWN OF MEAD
BALANCE SHEET
JULY 31, 2024

CAPITAL IMPROVEMENT FUND

ASSETS

19-01-0100	COMBINED CASH	3,914,862.92	
	TOTAL ASSETS		3,914,862.92

LIABILITIES AND EQUITY

FUND EQUITY

19-02-3001	FUND BALANCE	3,988,381.82	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	(73,518.90)	
	BALANCE - CURRENT DATE	(73,518.90)	
	TOTAL FUND EQUITY		3,914,862.92
	TOTAL LIABILITIES AND EQUITY		3,914,862.92

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

CAPITAL IMPROVEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TRANSFERS IN</u>					
19-16-4615 TRANSFER IN FROM GENERAL	.00	1,063,771.00	2,495,312.00	1,431,541.00	42.6
TOTAL TRANSFERS IN	.00	1,063,771.00	2,495,312.00	1,431,541.00	42.6
<u>MISCELLANEOUS REVENUE</u>					
19-18-4619 INTEREST & DIVIDEND INCOME	14,972.11	112,710.10	46,899.00	(65,811.10)	240.3
TOTAL MISCELLANEOUS REVENUE	14,972.11	112,710.10	46,899.00	(65,811.10)	240.3
TOTAL FUND REVENUE	14,972.11	1,176,481.10	2,542,211.00	1,365,729.90	46.3
<u>OTHER CAPITAL OUTLAY</u>					
19-46-5909 TRANSFER TO MUNI FACIL FUND	.00	1,250,000.00	2,500,000.00	1,250,000.00	50.0
TOTAL OTHER CAPITAL OUTLAY	.00	1,250,000.00	2,500,000.00	1,250,000.00	50.0
TOTAL FUND EXPENDITURES	.00	1,250,000.00	2,500,000.00	1,250,000.00	50.0
NET REVENUE OVER EXPENDITURES	14,972.11	(73,518.90)	42,211.00	115,729.90	(174.2)

TOWN OF MEAD
BALANCE SHEET
JULY 31, 2024

MEAD URBAN RENEWAL AUTHORITY

ASSETS

20-01-0100	COMBINED CASH	5,153,070.08	
20-01-1301	A/R - MURA	210.53	
	TOTAL ASSETS		5,153,280.61

LIABILITIES AND EQUITY

LIABILITIES

20-02-2300	EMPLOYEE PENSION PAYABLE	813.54	
20-02-2301	SALARY WAGES PAYABLE	5,802.91	
20-02-2310	EMPLOYEE HEALTH INS. PAYABLE	1,230.26	
20-02-2314	401(A) CONTRIBUTIONS PAYABLE	290.41	
20-02-2400	FED. WITHHOLDING TAX PAYABLE	1,064.02	
20-02-2401	SOCIAL SECURITY TAX PAYABLE	684.02	
20-02-2402	MEDICARE TAX PAYABLE	236.85	
20-02-2403	STATE WITHHOLDING TAX PAYABLE	1,043.62	
20-02-2404	STATE UNEMPLOYMENT TAX PAYABLE	50.54	
	TOTAL LIABILITIES		11,216.17

FUND EQUITY

20-02-3001	FUND BALANCE	3,333,630.48	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	1,808,433.96	
	BALANCE - CURRENT DATE	1,808,433.96	
	TOTAL FUND EQUITY		5,142,064.44
	TOTAL LIABILITIES AND EQUITY		5,153,280.61

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

MEAD URBAN RENEWAL AUTHORITY

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>TAXES</u>					
20-10-4050	TAX INCREMENT REVENUE (TIF)	381,697.04	3,609,543.26	3,980,644.00	371,100.74	90.7
	TOTAL TAXES	381,697.04	3,609,543.26	3,980,644.00	371,100.74	90.7
	<u>FEES</u>					
20-11-4110	ADMINISTRATIVE FEE	.00	.00	20,237.00	20,237.00	.0
	TOTAL FEES	.00	.00	20,237.00	20,237.00	.0
	<u>MISCELLANEOUS REVENUE</u>					
20-18-4619	INTEREST & DIVIDEND INCOME	19,707.54	120,803.29	229,413.00	108,609.71	52.7
	TOTAL MISCELLANEOUS REVENUE	19,707.54	120,803.29	229,413.00	108,609.71	52.7
	TOTAL FUND REVENUE	401,404.58	3,730,346.55	4,230,294.00	499,947.45	88.2
	<u>ADMINISTRATION</u>					
20-40-5001	SALARIES & WAGES	17,125.71	136,361.46	241,344.00	104,982.54	56.5
20-40-5055	OVERTIME	.00	38.41	.00	(38.41)	.0
20-40-5060	PAYROLL TAXES	1,048.63	10,196.83	18,463.00	8,266.17	55.2
20-40-5065	WORKERS COMP	180.48	1,471.74	1,857.00	385.26	79.3
20-40-5066	HEALTH INSURANCE	2,132.22	15,077.42	23,248.00	8,170.58	64.9
20-40-5067	DEFERRED COMP/RETIREMENT	1,035.12	8,005.37	14,574.00	6,568.63	54.9
20-40-5068	MEDICAL SAVINGS	55.23	399.15	672.00	272.85	59.4
20-40-5100	TIF REVENUE SHARING	93,938.16	1,679,197.03	2,284,837.00	605,639.97	73.5
20-40-5300	TELEPHONE	44.50	335.50	600.00	264.50	55.9
20-40-5320	GENERAL LIABILITY INSURANCE	.00	3,027.05	4,303.00	1,275.95	70.4
20-40-5340	PUBLISHED NOTICES	.00	.00	100.00	100.00	.0
20-40-5400	LEGAL FEES	609.88	4,678.11	40,000.00	35,321.89	11.7
20-40-5401	CONSULTING FEES	1,539.58	7,267.35	15,229.00	7,961.65	47.7
20-40-5415	AUDIT FEES	.00	.00	2,659.00	2,659.00	.0
20-40-5425	COUNTY TREASURER'S FEE	5,725.55	48,420.78	59,710.00	11,289.22	81.1
20-40-5427	TIF ADVANCE	.00	5,686.39	1,100,000.00	1,094,313.61	.5
20-40-5460	ADMINISTRATIVE OVERHEAD	.00	.00	8,912.00	8,912.00	.0
20-40-5500	CAPITAL OUTLAY	.00	.00	100,000.00	100,000.00	.0
20-40-5700	MISC. EXPENSE	.00	.00	1,000.00	1,000.00	.0
20-40-5705	MILEAGE	250.00	1,750.00	3,000.00	1,250.00	58.3
20-40-5999	OTHER PROJECTS	.00	.00	1,000,000.00	1,000,000.00	.0
	TOTAL ADMINISTRATION	123,685.06	1,921,912.59	4,920,508.00	2,998,595.41	39.1

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

MEAD URBAN RENEWAL AUTHORITY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	123,685.06	1,921,912.59	4,920,508.00	2,998,595.41	39.1
NET REVENUE OVER EXPENDITURES	277,719.52	1,808,433.96	(690,214.00)	(2,498,647.96)	262.0

TOWN OF MEAD
BALANCE SHEET
JULY 31, 2024

ELEVATION 25 GEN'L IMPVT DIST.

ASSETS

30-01-0100	COMBINED CASH	10,282.62	
	TOTAL ASSETS		10,282.62

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
REVENUE OVER EXPENDITURES - YTD	10,282.62		
BALANCE - CURRENT DATE		10,282.62	
TOTAL FUND EQUITY			10,282.62
TOTAL LIABILITIES AND EQUITY			10,282.62

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2024

ELEVATION 25 GEN'L IMPVT DIST.

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>TAXES</u>					
30-10-4050	PROPERTY TAX	27.85	10,436.51	10,253.00	(183.51)	101.8
	TOTAL TAXES	27.85	10,436.51	10,253.00	(183.51)	101.8
	<u>MISCELLANEOUS</u>					
30-18-4619	INTEREST & DIVIDEND INCOME	.00	.00	231.00	231.00	.0
	TOTAL MISCELLANEOUS	.00	.00	231.00	231.00	.0
	TOTAL FUND REVENUE	27.85	10,436.51	10,484.00	47.49	99.6
	<u>ADMINISTRATION</u>					
30-40-5425	COUNTY TREASURER'S FEE	.00	153.89	30.00	(123.89)	513.0
30-40-5460	ADMINISTRATIVE OVERHEAD	.00	.00	4,101.00	4,101.00	.0
	TOTAL ADMINISTRATION	.00	153.89	4,131.00	3,977.11	3.7
	<u>STREETS</u>					
30-44-5215	REPAIRS & MAINTENANCE	.00	.00	6,037.00	6,037.00	.0
	TOTAL STREETS	.00	.00	6,037.00	6,037.00	.0
	TOTAL FUND EXPENDITURES	.00	153.89	10,168.00	10,014.11	1.5
	NET REVENUE OVER EXPENDITURES	27.85	10,282.62	316.00	(9,966.62)	3254.0

Report Criteria:

Report type: GL detail

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
08/24	08/26/2024	38696	ADAMSON POLICE PRODUCTS	INV419593	01-42-5254	Uniform	135.00
Total 38696:							135.00
08/24	08/26/2024	38697	Agfinity	2166357 7/3	01-49-5262	Ice	7.78
08/24	08/26/2024	38697	Agfinity	2166357 7/3	01-49-5262	Ice	7.78
Total 38697:							15.56
08/24	08/26/2024	38698	Alerus	102614	01-40-5068	FSA Administration	205.00
Total 38698:							205.00
08/24	08/26/2024	38699	Amazon Capital Services Inc	14P6-MJHM-	01-42-5210	Supplies	35.99
08/24	08/26/2024	38699	Amazon Capital Services Inc	17LC-3TJ6-1	01-40-5210	Supplies	109.78
08/24	08/26/2024	38699	Amazon Capital Services Inc	191Q-MC76-	01-42-5210	Supplies	35.90
08/24	08/26/2024	38699	Amazon Capital Services Inc	1L7J-CGTC-	01-42-5201	Samsung Memory Chip	15.00
08/24	08/26/2024	38699	Amazon Capital Services Inc	1MW3-FCMV	01-42-5210	Supplies	8.91
08/24	08/26/2024	38699	Amazon Capital Services Inc	1NRR-PLMP-	01-40-5331	Annual Prime Membership	100.00
08/24	08/26/2024	38699	Amazon Capital Services Inc	1NRR-PLMP-	01-42-5331	Annual Prime Membership	100.00
08/24	08/26/2024	38699	Amazon Capital Services Inc	1NRR-PLMP-	01-43-5331	Annual Prime Membership	99.00
08/24	08/26/2024	38699	Amazon Capital Services Inc	1NRR-PLMP-	01-47-5331	Annual Prime Membership	100.00
08/24	08/26/2024	38699	Amazon Capital Services Inc	1NRR-PLMP-	01-49-5331	Annual Prime Membership	100.00
08/24	08/26/2024	38699	Amazon Capital Services Inc	1PCV-MJVF-	01-42-5210	Supplies	33.98
08/24	08/26/2024	38699	Amazon Capital Services Inc	1RNY-HNWP	01-42-5200	Supplies	8.81
08/24	08/26/2024	38699	Amazon Capital Services Inc	1XCL-RWTG	01-40-5200	Supplies	56.17
Total 38699:							803.54
08/24	08/26/2024	38700	ATCO INTERNATIONAL	I0632367	04-44-5216	Slide for the grader mold board	214.65
Total 38700:							214.65
08/24	08/26/2024	38701	Aurora Training Advantage LLC	540613	01-40-5331	Training online - HR/Finance - TB	599.00
Total 38701:							599.00
08/24	08/26/2024	38702	BK Tire	39890	01-47-5216	Tire Repair - E02 RC	24.00
Total 38702:							24.00
08/24	08/26/2024	38703	Brakes Plus LLC	1421208957	01-42-5216	VIN 37480 - R&M	98.41
Total 38703:							98.41
08/24	08/26/2024	38704	CIRSA	241757	01-42-5320	Claim PC6023054-1 ded	1,000.00
Total 38704:							1,000.00
08/24	08/26/2024	38705	Club Car Wash Operating LLC	INV7014	01-42-5216	Car Wash (x14) - July	140.00
08/24	08/26/2024	38705	Club Car Wash Operating LLC	INV7233	01-42-5216	Monthly Car Wash Membership (x14)	140.00
08/24	08/26/2024	38705	Club Car Wash Operating LLC	INV7233	01-49-5216	Monthly Car Wash Membership	10.00
08/24	08/26/2024	38705	Club Car Wash Operating LLC	INV7233	01-40-5216	Monthly Car Wash Membership	10.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
08/24	08/26/2024	38705	Club Car Wash Operating LLC	INV7233	01-43-5216	Monthly Car Wash Membership	10.00
Total 38705:							310.00
08/24	08/26/2024	38706	CO AUTO LGMTFRD LLC	80122106/1	01-42-5216	VIN 09684 - R&M	108.47
Total 38706:							108.47
08/24	08/26/2024	38707	Denali Water Solutions LLC	INV870399	06-47-5231	Sludge Disposal	2,275.84
Total 38707:							2,275.84
08/24	08/26/2024	38708	Dmitriy Chernyak	MEAD2023	01-40-5415	2023 Audit	12,600.00
08/24	08/26/2024	38708	Dmitriy Chernyak	MEAD2023	06-40-5415	2023 Audit	6,300.00
08/24	08/26/2024	38708	Dmitriy Chernyak	MEAD2023	20-40-5415	2023 Audit	2,100.00
Total 38708:							21,000.00
08/24	08/26/2024	38709	DYNAMIC DESIGNS PRINTING,	55235	01-49-5261	Postcards	1,449.36
08/24	08/26/2024	38709	DYNAMIC DESIGNS PRINTING,	55239	01-49-5202	Outreach Print Services	374.33
Total 38709:							1,823.69
08/24	08/26/2024	38710	ESRI, INC.	94775403	04-44-5201	GIS Software	125.00
Total 38710:							125.00
08/24	08/26/2024	38711	Fit For You Mead	1057	01-49-5265	Sr Exercise - Feb	232.00
Total 38711:							232.00
08/24	08/26/2024	38712	FRONT RANGE PORTABLE RES	1374	01-49-5262	Town Events	157.50
Total 38712:							157.50
08/24	08/26/2024	38713	Garretson's Sports Center	15337	01-47-5203	Clothing logo - MW	110.00
Total 38713:							110.00
08/24	08/26/2024	38714	GREELEY LOCK AND KEY	0000031632	01-47-5210	Basic Entry - PW	480.00
Total 38714:							480.00
08/24	08/26/2024	38715	International Agents Inc	001161	01-42-5343	Contractual Services - July	1,350.00
Total 38715:							1,350.00
08/24	08/26/2024	38716	Invision GIS, LLC	2378	04-44-5201	GIS Services	245.00
08/24	08/26/2024	38716	Invision GIS, LLC	2378	01-43-5201	GIS Services	472.50
Total 38716:							717.50
08/24	08/26/2024	38717	JVA INCORPORATED	13069	06-40-5405	Wastewater - on-call 11/2023	3,119.67
08/24	08/26/2024	38717	JVA INCORPORATED	17983	01-02-2615	Municipal Facilities (346)	90.00
08/24	08/26/2024	38717	JVA INCORPORATED	17988	09-49-8516	Community Center	243.00
08/24	08/26/2024	38717	JVA INCORPORATED	17992	01-02-2615	Gopher Gulch (239)	786.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
08/24	08/26/2024	38717	JVA INCORPORATED	17993	01-02-2615	Waterfront Sub Dev (307)	90.00
08/24	08/26/2024	38717	JVA INCORPORATED	17995	01-47-5405	Schell Farm Drainage	567.00
08/24	08/26/2024	38717	JVA INCORPORATED	17996	01-02-2615	JMB Collection Annex (338)	90.00
08/24	08/26/2024	38717	JVA INCORPORATED	18062	06-40-5405	Wastewater On-Call July	596.70
Total 38717:							5,582.37
08/24	08/26/2024	38718	L.G. EVERIST, INC.	705352	04-44-5720	CR 7 & CR 28 Road Base	23,796.32
Total 38718:							23,796.32
08/24	08/26/2024	38719	LORELEI NELSON	081524 - NE	01-49-5700	Mileage Reimbursement - 7/17; 8/7; 8/15	66.33
Total 38719:							66.33
08/24	08/26/2024	38720	MAC EQUIPMENT INC	485740	01-45-5216	Parks R&M - Mower Parts	100.98
Total 38720:							100.98
08/24	08/26/2024	38721	MAIN STREET MAT COMPANY	235699	01-40-5210	Mat svs	69.36
08/24	08/26/2024	38721	MAIN STREET MAT COMPANY	235700	01-42-5210	Mat svs	67.33
08/24	08/26/2024	38721	MAIN STREET MAT COMPANY	235706	01-47-5210	Mat svs	103.03
Total 38721:							239.72
08/24	08/26/2024	38722	Minuteman Press	12635	01-42-5210	Booklets/Pamphlets	92.04
08/24	08/26/2024	38722	Minuteman Press	12706	01-49-5075	Business Cards - MM	63.54
Total 38722:							155.58
08/24	08/26/2024	38723	PINNACOL ASSURANCE	21791955	01-02-2312	WC - 8 of 9 invoice (Aug)	13,033.00
08/24	08/26/2024	38723	PINNACOL ASSURANCE	21791955	01-42-5065	Claim Ded - Claim #10232563 - AS	62.98
Total 38723:							13,095.98
08/24	08/26/2024	38724	Pioneer Athletics	INV-213518	01-49-5260	Field Paint	800.94
Total 38724:							800.94
08/24	08/26/2024	38725	Pitney Bowes Global Financial Se	3319507579	01-40-5205	Q3 Lease	164.97
Total 38725:							164.97
08/24	08/26/2024	38726	Prairie Mountian Media	0000393281	01-41-5340	Published Notices	128.02
08/24	08/26/2024	38726	Prairie Mountian Media	0000393281	01-02-2615	QuikTrip (294) Published Notices	318.79
Total 38726:							446.81
08/24	08/26/2024	38727	Precise Striping, LLC	10330	14-44-8541	Pavement Markings	1,250.00
Total 38727:							1,250.00
08/24	08/26/2024	38728	Professional Management System	84961	01-40-5401	Finance - Admin	6,270.00
08/24	08/26/2024	38728	Professional Management System	84961	06-40-5401	Finance - Sewer	783.75
08/24	08/26/2024	38728	Professional Management System	84961	20-40-5401	Finance - MURA	783.75

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 38728:							7,837.50
08/24	08/26/2024	38729	Scott Holmen	081424 - HO	01-42-5254	Uniform - boots	118.26
Total 38729:							118.26
08/24	08/26/2024	38730	STERLING TALENT SOLUTIONS	9943202	01-49-5075	Background Checks - MM	108.97
08/24	08/26/2024	38730	STERLING TALENT SOLUTIONS	9943202	01-47-5075	Background Checks - AW	65.26
Total 38730:							174.23
08/24	08/26/2024	38731	Tracker Products LLC	TPINV-00456	01-42-5201	Software License	12,237.75
Total 38731:							12,237.75
08/24	08/26/2024	38732	TRIDENT SECURITY SYSTEMS	41252	01-47-5399	Annl Inspection	285.00
Total 38732:							285.00
08/24	08/26/2024	38733	Trinity Tools Inc	0018180-IN	01-45-5216	parks R&M Trimmer	1,198.00
Total 38733:							1,198.00
08/24	08/26/2024	38734	University Auto Parts, Inc	321458	01-47-5210	Supplies	11.49
08/24	08/26/2024	38734	University Auto Parts, Inc	321458	04-44-5216	R&M	92.74
Total 38734:							104.23
08/24	08/26/2024	38735	VECTOR DISEASE CONTROL	PI-A0001504	01-45-5348	Pest Contol 4 of 5	4,548.48
Total 38735:							4,548.48
08/24	08/26/2024	38736	Weld County Accounting	HSPG 22SH	09-47-8517	PW Facility Construction	129,006.00
Total 38736:							129,006.00
08/24	08/26/2024	38737	WHITE BEAR ANKELE TANAKA	36161	20-40-5400	MURA Legal	381.30
Total 38737:							381.30
08/24	08/26/2024	38738	Wickham Tractor Company	IE22629	04-44-5216	R.O.W. Mower	334.84
Total 38738:							334.84
08/24	08/26/2024	38739	Escreen Inc	11753-647 20	04-44-5331	2024/2025 Membership	100.00
Total 38739:							100.00
08/24	08/26/2024	38740	HIGH PLAINS LIBRARY DIST.	2023 REFUN	20-40-5100	2023 TIF Refund - Aug	2,787.10
Total 38740:							2,787.10
08/24	08/26/2024	38741	MVFPD	2023 REFUN	20-40-5100	2023 TIF Refund - Aug	7,084.16

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 38741:							7,084.16
08/24	08/26/2024	38742	NORTHERN COLO WATER CON	2023 REFUN	20-40-5100	2023 TIF Refund - Aug	872.06
Total 38742:							872.06
08/24	08/26/2024	38743	ST. VRain & LEFT HAND WATE	2023 REFUN	20-40-5100	2023 TIF Refund - Aug	1,226.11
Total 38743:							1,226.11
08/24	08/26/2024	38744	ST. VRain SANITATION DISTRIC	2023 REFUN	20-40-5100	2023 TIF Refund - Aug	238.80
Total 38744:							238.80
08/24	08/26/2024	38745	ST. VRain VALLEY SCHOOL DIS	2023 REFUN	20-40-5100	2023 TIF Refund - Aug	25,870.14
Total 38745:							25,870.14
08/24	08/26/2024	38746	TOWN OF MEAD	2023 REFUN	20-40-5100	2023 TIF Refund - Aug	5,023.93
Total 38746:							5,023.93
08/24	08/26/2024	38747	WELD COUNTY TREASURER	2023 REFUN	20-40-5100	2023 TIF Refund - Aug	5,242.81
Total 38747:							5,242.81
08/24	08/20/2024	82024100	Enterprise FM Trust	FBN5111659	08-42-5491	608136 21 Ford Police - 23TPHZ	1,004.95
08/24	08/20/2024	82024100	Enterprise FM Trust	FBN5111659	09-45-5491	608136 21 Ford Ranger - 23VQXP	627.31
08/24	08/20/2024	82024100	Enterprise FM Trust	FBN5111659	09-45-5491	608136 22 Ford F-250 - 23WMJ2	855.83
08/24	08/20/2024	82024100	Enterprise FM Trust	FBN5111659	09-45-5491	608136 22 Ford F-350 - 23WQX4	1,201.11
08/24	08/20/2024	82024100	Enterprise FM Trust	FBN5111659	09-45-5491	608136 22 Ford F-250 - 23WQX9	899.60
08/24	08/20/2024	82024100	Enterprise FM Trust	FBN5111659	04-44-5491	608136 22 Ford Ranger - 25G6J7	679.32
08/24	08/20/2024	82024100	Enterprise FM Trust	FBN5111659	08-42-5491	608136 22 Ford Utility Interceptor - 25H	1,261.87
08/24	08/20/2024	82024100	Enterprise FM Trust	FBN5111659	08-42-5491	608136 22 Ford Utility Interceptor - 25HL	1,325.91
08/24	08/20/2024	82024100	Enterprise FM Trust	FBN5111659	01-43-5491	608136 22 Ford F-150 - 25HL9T	1,198.83
08/24	08/20/2024	82024100	Enterprise FM Trust	FBN5111659	09-45-5491	608136 22 Ford Escape - 25S5SM	648.09
08/24	08/20/2024	82024100	Enterprise FM Trust	FBN5111659	09-45-5491	608136 21 Ford Ranger - 26G3JG	743.56
08/24	08/20/2024	82024100	Enterprise FM Trust	FBN5111659	08-42-5491	608136 22 Ford Utility Interceptor - 26G	758.36
08/24	08/20/2024	82024100	Enterprise FM Trust	FBN5111659	09-49-5491	608136 23 Chev Silverado - 26MD7X	934.30
08/24	08/20/2024	82024100	Enterprise FM Trust	FBN5111659	01-42-5491	608136 23 Toyota Highlander - 26N9DS	1,279.43
08/24	08/20/2024	82024100	Enterprise FM Trust	FBN5111659	08-42-5491	60813623 Ford Interceptor277KHZ	1,034.29
08/24	08/20/2024	82024100	Enterprise FM Trust	FBN5111659	08-42-5491	60813623 Ford Interceptor277KPK	1,308.71
08/24	08/20/2024	82024100	Enterprise FM Trust	FBN5111659	08-42-5491	60813623 Ford Interceptor277KQJ	1,034.29
08/24	08/20/2024	82024100	Enterprise FM Trust	FBN5111659	01-47-5491	60813623 Chevy Silverado27PB84	1,026.44
08/24	08/20/2024	82024100	Enterprise FM Trust	FBN5111659	09-45-5491	60813624 Nissan Frontier27QCF6	901.57
Total 82024100:							18,723.77
08/24	08/20/2024	82024101	Void Check				V
08/24	08/20/2024	82024101	JOHN DEERE FINANCIAL	27406 08/01/	04-44-5203	Return/Refund	.00
08/24	08/21/2024	82024101	JOHN DEERE FINANCIAL	27406 08/01/	04-44-5203	Return/Refund	.00 V
08/24	08/20/2024	82024101	JOHN DEERE FINANCIAL	27406 08/01/	04-44-5203	Uniform - BH	199.98
08/24	08/20/2024	82024101	JOHN DEERE FINANCIAL	27406 08/01/	04-44-5203	Uniform - BH	199.98
08/24	08/21/2024	82024101	JOHN DEERE FINANCIAL	27406 08/01/	04-44-5203	Uniform - BH	199.98- V
08/24	08/20/2024	82024101	JOHN DEERE FINANCIAL	27406 08/01/	04-44-5203	Uniform - LR	533.85

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
08/24	08/20/2024	82024101	JOHN DEERE FINANCIAL	27406 08/01/	04-44-5203	Uniform - LR	533.85
08/24	08/21/2024	82024101	JOHN DEERE FINANCIAL	27406 08/01/	04-44-5203	Uniform - LR	533.85- V
08/24	08/20/2024	82024101	JOHN DEERE FINANCIAL	27406 08/01/	04-44-5364	Duplicate Pmt - Inv 1205024 in 2021	5.01-
08/24	08/20/2024	82024101	JOHN DEERE FINANCIAL	27406 08/01/	01-45-5216	Credit memo 1155927C - 2021	41.06-
Total 82024101:							687.76
08/24	08/20/2024	82024102	John Deere Financial	2937366	04-44-5491	Grader Lease	5,871.01
08/24	08/20/2024	82024102	John Deere Financial	2939114	04-44-5491	Wheel Loader Lease	3,223.46
Total 82024102:							9,094.47
08/24	08/20/2024	82024103	SAMSClub	4230 08/01/2	01-40-5200	240708 - supplies	280.38
08/24	08/20/2024	82024103	SAMSClub	4230 08/01/2	01-42-5200	240708 - supplies	120.90
08/24	08/20/2024	82024103	SAMSClub	4230 08/01/2	01-47-5200	240711 - Office Supplies	16.48
08/24	08/20/2024	82024103	SAMSClub	4230 08/01/2	01-47-5200	240711 - Office Supplies	332.16
08/24	08/20/2024	82024103	SAMSClub	4230 08/01/2	01-40-5200	240729 - supplies	294.21
08/24	08/20/2024	82024103	SAMSClub	4230 08/01/2	01-42-5200	240729 - supplies	18.78
Total 82024103:							1,062.91
08/24	08/21/2024	82124100	UNITED POWER	12650701 8/	01-45-5305	Booster Pump Founders 7/2024	20.00
08/24	08/21/2024	82124100	UNITED POWER	12952800 8/	01-45-5305	Mead Ponds 7/2024	20.00
08/24	08/21/2024	82124100	UNITED POWER	14305100 8/	06-47-5305	WWTP 7/2024	4,457.56
08/24	08/21/2024	82124100	UNITED POWER	16836300 8/	01-45-5305	Park Sprinkler Liberty 7/2024	24.09
08/24	08/21/2024	82124100	UNITED POWER	16909300 8/	01-45-5305	Feather Ridge 7/2024	20.17
08/24	08/21/2024	82124100	UNITED POWER	17159100 8/	01-45-5305	Sprinkler Clock Dtn 7/2024	20.06
08/24	08/21/2024	82124100	UNITED POWER	17618300 8/	01-40-5305	Town Hall 7/2024	784.34
08/24	08/21/2024	82124100	UNITED POWER	17770000 8/	01-45-5305	Gazebo 7/2024	29.12
08/24	08/21/2024	82124100	UNITED POWER	18949400 8/	01-42-5305	535 4th PD 7/2024	429.40
08/24	08/21/2024	82124100	UNITED POWER	21881700 8/	01-47-5305	1341 CR 347/2024	600.52
08/24	08/21/2024	82124100	UNITED POWER	22092202 8/	06-47-5306	4133 CR 34 - Raterink 7/2024	56.25
08/24	08/21/2024	82124100	UNITED POWER	24240200 -8/	01-40-5305	EV Station 7/2024	54.87
08/24	08/21/2024	82124100	UNITED POWER	24257400 -8/	01-45-5305	1501 CR 34 - Mead Ponds 7/2024	1.33
08/24	08/21/2024	82124100	UNITED POWER	61303 08/16/	01-45-5305	Area Light	1.65
08/24	08/21/2024	82124100	UNITED POWER	6753101 8/5/	01-45-5305	Irrig Sprinkler N Creek 7/2024	20.00
08/24	08/21/2024	82124100	UNITED POWER	7490500 8/5/	06-47-5305	Pump Lake Thomas 7/2024	50.06
08/24	08/21/2024	82124100	UNITED POWER	83701 8/5/20	01-42-5305	Shop 7/2024	122.48
08/24	08/21/2024	82124100	UNITED POWER	88601 08/16/	04-44-5305	Streetlights	240.72
08/24	08/21/2024	82124100	UNITED POWER	92015 8/16/2	01-42-5305	201 Welker	45.17
08/24	08/21/2024	82124100	UNITED POWER	96302 8/5/20	06-47-5305	WWTP Lagoon 7/2024	40.66
Total 82124100:							7,038.45
08/24	08/26/2024	82624100	All Copy Products Inc	535730238	01-40-5315	Copier Lease	126.42
08/24	08/26/2024	82624100	All Copy Products Inc	535730238	01-42-5315	Copier Lease	93.52
Total 82624100:							219.94
08/24	08/26/2024	82624101	VERIZON WIRELESS	9970907163	01-40-5300	Wireless bill	40.01
08/24	08/26/2024	82624101	VERIZON WIRELESS	9970907163	01-41-5210	Wireless bill	51.46
08/24	08/26/2024	82624101	VERIZON WIRELESS	9970907163	01-43-5300	Wireless bill	111.48
08/24	08/26/2024	82624101	VERIZON WIRELESS	9970907163	01-47-5300	Wireless bill	160.04
08/24	08/26/2024	82624101	VERIZON WIRELESS	9970907163	01-49-5300	Wireless bill	40.01
08/24	08/26/2024	82624101	VERIZON WIRELESS	9970907163	04-44-5300	Wireless bill	67.34
08/24	08/26/2024	82624101	VERIZON WIRELESS	9970907163	06-40-5300	Wireless bill	40.01

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
08/24	08/26/2024	82624101	VERIZON WIRELESS	9970907164	01-42-5300	Wireless bill	1,296.07
Total 82624101:							1,806.42
Grand Totals:							320,789.58

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-02-2000	41.06	70,742.01-	70,700.95-
01-02-2312	13,033.00	.00	13,033.00
01-02-2615	1,374.79	.00	1,374.79
01-40-5068	205.00	.00	205.00
01-40-5200	630.76	.00	630.76
01-40-5205	164.97	.00	164.97
01-40-5210	179.14	.00	179.14
01-40-5216	10.00	.00	10.00
01-40-5300	40.01	.00	40.01
01-40-5305	839.21	.00	839.21
01-40-5315	126.42	.00	126.42
01-40-5331	699.00	.00	699.00
01-40-5401	6,270.00	.00	6,270.00
01-40-5415	12,600.00	.00	12,600.00
01-41-5210	51.46	.00	51.46
01-41-5340	128.02	.00	128.02
01-42-5065	62.98	.00	62.98
01-42-5200	148.49	.00	148.49
01-42-5201	12,252.75	.00	12,252.75
01-42-5210	274.15	.00	274.15
01-42-5216	486.88	.00	486.88
01-42-5254	253.26	.00	253.26
01-42-5300	1,296.07	.00	1,296.07
01-42-5305	597.05	.00	597.05
01-42-5315	93.52	.00	93.52
01-42-5320	1,000.00	.00	1,000.00
01-42-5331	100.00	.00	100.00
01-42-5343	1,350.00	.00	1,350.00
01-42-5491	1,279.43	.00	1,279.43
01-43-5201	472.50	.00	472.50
01-43-5216	10.00	.00	10.00
01-43-5300	111.48	.00	111.48
01-43-5331	99.00	.00	99.00
01-43-5491	1,198.83	.00	1,198.83
01-45-5216	1,298.98	41.06-	1,257.92
01-45-5305	156.42	.00	156.42
01-45-5348	4,548.48	.00	4,548.48
01-47-5075	65.26	.00	65.26
01-47-5200	348.64	.00	348.64
01-47-5203	110.00	.00	110.00
01-47-5210	594.52	.00	594.52
01-47-5216	24.00	.00	24.00
01-47-5300	160.04	.00	160.04
01-47-5305	600.52	.00	600.52

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
01-47-5331	100.00	.00	100.00
01-47-5399	285.00	.00	285.00
01-47-5405	567.00	.00	567.00
01-47-5491	1,026.44	.00	1,026.44
01-49-5075	172.51	.00	172.51
01-49-5202	374.33	.00	374.33
01-49-5216	10.00	.00	10.00
01-49-5260	800.94	.00	800.94
01-49-5261	1,449.36	.00	1,449.36
01-49-5262	173.06	.00	173.06
01-49-5265	232.00	.00	232.00
01-49-5300	40.01	.00	40.01
01-49-5331	100.00	.00	100.00
01-49-5700	66.33	.00	66.33
04-02-2000	784.91	36,504.13-	35,719.22-
04-44-5201	370.00	.00	370.00
04-44-5203	1,467.66	733.83-	733.83
04-44-5216	642.23	.00	642.23
04-44-5300	67.34	.00	67.34
04-44-5305	240.72	.00	240.72
04-44-5331	100.00	.00	100.00
04-44-5364	.00	5.01-	5.01-
04-44-5491	9,773.79	.00	9,773.79
04-44-5720	23,796.32	.00	23,796.32
06-02-2000	.00	17,720.50-	17,720.50-
06-40-5300	40.01	.00	40.01
06-40-5401	783.75	.00	783.75
06-40-5405	3,716.37	.00	3,716.37
06-40-5415	6,300.00	.00	6,300.00
06-47-5231	2,275.84	.00	2,275.84
06-47-5305	4,548.28	.00	4,548.28
06-47-5306	56.25	.00	56.25
08-02-2000	.00	7,728.38-	7,728.38-
08-42-5491	7,728.38	.00	7,728.38
09-02-2000	.00	136,060.37-	136,060.37-
09-45-5491	5,877.07	.00	5,877.07
09-47-8517	129,006.00	.00	129,006.00
09-49-5491	934.30	.00	934.30
09-49-8516	243.00	.00	243.00
14-02-2000	.00	1,250.00-	1,250.00-
14-44-8541	1,250.00	.00	1,250.00
20-02-2000	.00	51,610.16-	51,610.16-
20-40-5100	48,345.11	.00	48,345.11
20-40-5400	381.30	.00	381.30
20-40-5401	783.75	.00	783.75
20-40-5415	2,100.00	.00	2,100.00
99-01-1001	.00	.00	.00
Grand Totals:	322,395.45	322,395.45-	.00



Agenda Item Summary

MEETING DATE: August 26, 2024

SUBJECT: **Ordinance No. 1065** – An Ordinance of the Town of Mead, Colorado Amending Chapter 8 of the Mead Municipal Code to Add Article VII Concerning Overnight Parking on Town-Owned Property and Plug-In Electric Vehicle Parking Regulations

PRESENTED BY: Lorelei Nelson, Public Information Officer/Community Engagement Director

SUMMARY

The Town of Mead (the “Town”) has invested in the installation of parking spaces for plug-in electric vehicle charging at the Town Hall and the Community Center and plans to install signage that limits the use of such spaces to four hours. Colorado state law establishes parking regulations for plug-in electric vehicles (C.R.S. § 42-4-1213) and sets penalties for violations of such regulations (C.R.S. § 42-4-1701).

Town staff wishes to amend the Mead Municipal Code (the “MMC”) to establish regulations for the use of parking spaces designated for plug-in electric vehicle charging (“EV Parking Spaces”) and to set penalties for violations that are consistent with state law. The proposed regulations prohibit individuals from: (1) parking a non-electric vehicle in an EV Parking Space; (2) parking in an EV Parking Space for longer than the time designated on a traffic control sign; and (3) parking an electric vehicle in an EV Parking Space without charging the vehicle (with some minor exceptions).

To prevent overnight parking at public buildings such as the Town Hall, the Community Center, or at Town-owned parking lots, Town staff also wishes to amend the MMC to implement provisions that prohibit overnight parking on any Town-owned property and to establish penalties for violations.

Ordinance No. 1065 (the “Ordinance”) amends Chapter 8 of the MMC to add Article VII titled “Overnight Parking on Town-Owned Property and Plug-In Electric Vehicle Parking Regulations.” Fines and penalties for violations of Article VII of Chapter 8 of the MMC will be set forth in the municipal court fee schedule. Specifically, the fines/penalties will be established by order of the Town’s municipal court Judge (Judge Thrower). Once Judge Thrower has issued an order amending the municipal court fee schedule, Town Staff will update the Town’s Comprehensive Fee Schedule.

Staff recommends adoption of the Ordinance.

FINANCIAL CONSIDERATIONS

None.

STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the August 26, 2024, consent agenda will approve the Ordinance. If this item is pulled off the consent agenda for further discussion or questions, Staff recommends the following motion:

Suggested Motion:

“I move to adopt Ordinance No. 1065 – An Ordinance of the Town of Mead, Colorado Amending Chapter 8 of the Mead Municipal Code to Add Article VII Concerning Overnight Parking on Town-Owned Property and Plug-In Electric Vehicle Parking Regulations.”

ATTACHMENTS

Ordinance No. 1065

**TOWN OF MEAD, COLORADO
ORDINANCE NO. 1065**

**AN ORDINANCE OF THE TOWN OF MEAD, COLORADO AMENDING
CHAPTER 8 OF THE *MEAD MUNICIPAL CODE* TO ADD ARTICLE VII
CONCERNING OVERNIGHT PARKING ON TOWN-OWNED PROPERTY AND
PLUG-IN ELECTRIC VEHICLE PARKING REGULATIONS**

WHEREAS, the Board of Trustees of the Town of Mead (“Board of Trustees”) has the authority pursuant to 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, C.R.S. § 42-4-1213 establishes parking regulations for plug-in electric vehicles in the State of Colorado and C.R.S. § 42-4-1701 sets penalties for violations of such regulations; and

WHEREAS, the Town has invested in the installment of parking spaces for plug-in electric vehicle charging on Town-owned property; and

WHEREAS, the Town desires to establish regulations for the use of parking spaces designated for plug-in electric vehicle charging and to set penalties for violations consistent with state law; and

WHEREAS, the Town further desires to implement provisions that prohibit overnight parking on any Town-owned property and to establish penalties for violations; and

WHEREAS, the Board of Trustees finds that the amendments to the Mead Municipal Code (“MMC”) as set forth herein are in the best interests of the health, safety and welfare of the public.

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

Section 1. Chapter 8 of the MMC is now amended to add Article VII titled “Overnight Parking on Town-Owned Property; Plug-In Electric Vehicle Parking Regulations” as follows:

ARTICLE VII - Overnight Parking on Town-Owned Property; Plug-In Electric Vehicle Parking Regulations

Sec. 8-7-10. Prohibition of overnight parking on Town-owned property.

No person, with the exception of Town-authorized personnel, shall park a vehicle on any Town-owned property for a period of time longer than thirty (30) minutes between the hours of 8:00 p.m. and 7:00 a.m. the following day.

Sec. 8-7-20. Parking in spaces designated for charging a plug-in electric vehicle (Plug-In Electric Vehicle Parking Regulations).

- (a) As used in this Section, *plug-in electric vehicle* shall mean any motor vehicle that can be recharged from an external source of electricity and that uses electricity stored in a rechargeable battery pack to propel or contribute to the propulsion of the vehicle's drive wheels. It shall be presumptive evidence that a vehicle is a plug-in electric vehicle if the vehicle displays a plug-in electric vehicle decal issued by the State of Colorado.
- (b) This Section applies to all spaces designated for plug-in electric vehicle charging on Town-owned

property and on private property. The designation of such spaces by a private property owner or lessee has the same effect as designation by public authority and operates as a waiver of any objection to enforcement by peace officers.

- (c) A person shall not park a motor vehicle within a parking space designated for charging a plug-in electric vehicle unless the vehicle is a plug-in electric vehicle.
- (d) When a traffic control sign is in place giving notice thereof, no vehicle shall remain in a space designated for plug-in electric vehicles for longer than the time designated thereon.
- (e) Except as provided in subsection (f) of this Section, a person shall not park a plug-in electric vehicle in a parking space with a dedicated charging connector for the parking space unless the person is parked in the charging station for the purpose of charging the plug-in electric vehicle.
 - (1) A plug-in electric vehicle is rebuttably presumed to not be charging if the motor vehicle is:
 - a. Parked in a charging station parking space with a dedicated charging connector for the space; and
 - b. Not continuously and electrically connected to the charger for longer than thirty (30) minutes.
- (f) A person may park a plug-in electric motor vehicle at a charging station after the motor vehicle is fully charged in a parking lot that serves a lodging business if the person is a client of the lodging business and has parked the plug-in electric motor vehicle in the lot to charge overnight.

Sec. 8-7-30. Violations; penalties.

Any person in violation of this Article shall be subject to the general penalty provisions of this Code at Section 1-4-20 as it relates to noncriminal violations. Fines for each violation of this Article shall be set forth in the municipal court fee schedule adopted pursuant to Section 2-5-270 of this Code, and as the same may be amended from time to time.

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 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. **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 26TH DAY OF AUGUST, 2024.

ATTEST:

TOWN OF MEAD:

By: _____
Marisol Herman, Deputy Town Clerk

By: _____
Colleen G. Whitlow, Mayor



Agenda Item Summary

MEETING DATE: August 26, 2024

SUBJECT: **Resolution No. 63-R-2024** - A Resolution of the Town of Mead, Colorado, Approving the Term Sheet for Improvement Agreement for Construction of High Plains Boulevard (A.K.A. – Weld County Road 9.5) Between Weld County Road 34 and Weld County Road 36, and Authorizing the Town Manager to Negotiate and Execute Improvement Agreement Consistent with the Term Sheet

PRESENTED BY: Helen Migchelbrink, Town Manager

SUMMARY

High Plains Boulevard (HPB) is a planned north-south arterial road on the east side of Interstate 25 (also referred to as Weld County Road 9.5) which, when fully constructed, will run through several jurisdictions in northern Colorado.

On July 29, 2024, the Board of Trustees (the “Board”) for the Town of Mead (the “Town”) approved that certain *Intergovernmental Agreement for Construction of High Plains Boulevard (a.k.a. – Weld County Road 9.5) between Weld County Road 32 and Weld County Road 36* (the “County IGA”). The County IGA addresses the following two discrete segments of HPB:

- an interim section extending Weld County Road (“WCR”) 9.5 from WCR 32 to a point north of WCR 34 (the “County Project”), and
- an interim section beginning north of WCR 34 where the County Project ends and continuing to WCR 36 (as further defined below, the “Developer Project”).

The County IGA sets forth Weld County’s obligations to fund and construction the County Project and to partially fund the Developer Project.

When the County IGA was presented to the Board, the Board was advised that WCR 34 & Hwy 25-220, LLC, a Colorado limited liability company (“W&H”), and Mead Industrial Development, LLC, a Colorado limited liability (“MID”) (together, the “Developers”) would be responsible for constructing the Developer Project, and that the Developer Project would be fully addressed in a separate written agreement between the Town and the Developers (the “Developers’ Improvement Agreement”).

The Town and the Developers have agreed to the terms and conditions for the Developers’ Improvement Agreement. These terms and conditions are set forth in that certain *Term Sheet for Improvement Agreement for Construction of High Plains Boulevard (a.k.a. – Weld County Road 9.5) between Weld County Road 34 and Weld County Road 36* (the “Term Sheet”) attached as **Exhibit A** to the Resolution (and attached with this Agenda Item Summary) for review by the Board.

The Term Sheet defines the Developer Project as (1) an interim cross section of HPB from approximately 300 feet north of WCR 34 to WCR 36 and (2) an interim cross section of WCR 36 from the intersection of WCR 9.5 west to the termination of the WCR 36 Home Depot improvements, as detailed in the engineering and construction plans and specifications approved by the Town in its regulatory capacity and any other governmental or quasi-governmental entity with approval authority.

The Term Sheet memorializes terms and conditions related to the funding, design, and construction of the Developer Project and the Town's, W&H's, and MID's respective roles and responsibilities with respect to the Developer Project. The Term Sheet states that MID's affiliate, Broe Real Estate Services, Inc. will manage the Developer Project under MID's direction, including overseeing the development of the engineering and construction plans and specifications (the "Plans"); obtaining the Town and other applicable governmental/quasi-governmental approvals of the Plans and required permits; conducting the bidding and awarding of a guaranteed maximum price or lump sum construction contract; providing construction contract management, construction inspection, and quality assurance services; and coordinating with public and private utilities and other agencies.

The Term Sheet also states that standard provisions from the Town's form subdivision improvement agreement will be included in the Developers' Improvement Agreement including procedures and requirements for plan and permit approvals, provisions covering the Town's right to receive notices of commencement of construction and construction issues, inspection and testing requirements, workmanship and construction site maintenance requirements, indemnification requirements, and procedures and requirements for conditional and final acceptance.

Resolution No. 63-R-2024 (the "Resolution"): (a) approves the Term Sheet in substantially the form attached as **Exhibit A** to the Resolution; (b) authorizes the Town Attorney in cooperation with the Town Manager to make non-material changes to the Term Sheet that do not increase the Town's obligations; (c) authorizes the Town Manager to execute the Term Sheet on behalf of the Town when in final form; (d) authorizes the Town Manager and Town Attorney to negotiate the Developers' Improvement Agreement with the Developers consistent with the terms and conditions in the Term Sheet; and (e) authorizes the Town Manager to execute the Developers' Improvement Agreement on behalf of the Town when in final form. The Resolution also authorizes the Town Attorney and Town Manager to include in the Developers' Improvement Agreement non-material deviations and modifications from the terms and conditions in the Term Sheet and additional or more detailed terms and conditions than those set forth in the Term Sheet, provided that such deviations, modifications, additions, and details do not materially increase the Town's obligations.

Town Staff recommends approval of the Resolution.

FINANCIAL CONSIDERATIONS

The Term Sheet establishes a maximum project cost of six million dollars (\$6,000,000.00). The Developer Project will be funded by the following contributions. If there are any cost savings, these will be distributed to Weld County.

- Consistent with the County IGA, Weld County shall contribute Three Million and No/100 Dollars (\$3,000,000.00).
- The Town shall contribute One Million and No/100 Dollars (\$1,000,000.00).
- W&H shall contribute One Million and No/100 Dollars (\$1,000,000.00).
- MID shall contribute One Million and No/100 Dollars (\$1,000,000.00).

The six million dollars (\$6,000,000.00) will be deposited in a Project Account to be controlled by the Town. The Term Sheet allows MID to request a one-time advance payment from the Project Account in

the amount of one-million dollars (\$1,000,000.00). All other disbursements from the Project Account to MID will be on a reimbursement basis in accordance with the disbursement process set forth in the Term Sheet. Reimbursement requests may be submitted no more than once monthly and, upon Town staff approval, will be included on the Board's consent agenda with other Town payables.

The Town may reimburse itself from the Project Account for costs and expenses incurred by the Town on the Project (including engineering, inspection, legal, and other consultant costs).

The Town Contribution of \$1,000,000 is available in the approved 2024 budget, specifically in the Transportation Fund (budget line item 14-40-5592, Segment 5 I-25 Enhancements).

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends that the Board of Trustees approve the Resolution (authorizing the Town Manager to execute the Term Sheet and to negotiate and execute the Developers' Improvement Agreement when in final form).

Suggested Motion:

"I move to adopt Resolution No. 63-R-2024 – A Resolution of the Town of Mead, Colorado, Approving the Term Sheet for Improvement Agreement for Construction of High Plains Boulevard (A.K.A. – Weld County Road 9.5) Between Weld County Road 34 and Weld County Road 36, and Authorizing the Town Manager to Negotiate and Execute Improvement Agreement Consistent with the Term Sheet."

ATTACHMENTS

Resolution No. 63-R-2024

Exhibit A – Term Sheet (*Term Sheet for Improvement Agreement for Construction of High Plains Boulevard (a.k.a. – Weld County Road 9.5) between Weld County Road 34 and Weld County Road 36*)

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 63-R-2024**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING THE TERM SHEET
FOR IMPROVEMENT AGREEMENT FOR CONSTRUCTION OF HIGH PLAINS
BOULEVARD (A.K.A. - WELD COUNTY ROAD 9.5) BETWEEN
WELD COUNTY ROAD 34 AND WELD COUNTY ROAD 36,
AND
AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND EXECUTE IMPROVEMENT
AGREEMENT CONSISTENT WITH THE TERM SHEET**

WHEREAS, the Town of Mead (the “Town”), WCR 34 & Hwy 25-220, LLC (“W&H”), and Mead Industrial Development, LLC (“MID”) have agreed to the *Term Sheet for Improvement Agreement for Construction of High Plains Boulevard (a.k.a. – Weld County Road 9.5) between Weld County Road 34 and Weld County Road 36* (the “Term Sheet”), attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, High Plains Boulevard (HPB) is a planned north-south arterial road on the east side of Interstate 25 (also referred to as Weld County Road 9.5) which, when fully constructed, will run through several jurisdictions in northern Colorado; and

WHEREAS, one discrete segment of HPB will be (1) an interim cross section of HPB from approximately 300 feet north of WCR 34 to WCR 36 and (2) an interim cross section of WCR 36 from the intersection of WCR 9.5 west to the termination of the WCR 36 Home Depot improvements, as detailed in the engineering and construction plans and specifications approved by the Town in its regulatory capacity and any other governmental or quasi-governmental entity with approval authority (collectively, the “Developer Project”); and

WHEREAS, the Developer Project is located within the jurisdictional boundaries of the Town; and

WHEREAS, W&H and MID (collectively, the “Developers”) own most of the land on either side of the Town right-of-way where the Developer Project will be located and said land will benefit substantially from the construction of the Developer Project; and

WHEREAS, the Term Sheet memorializes terms and conditions related to the funding, design, and construction of the Developer Project and the Town’s, W&H’s, and MID’s respective roles and responsibilities with respect to the Developer Project; and

WHEREAS, the Town and Developers desire to negotiate a contractually binding improvement agreement consistent with the terms and conditions in the Term Sheet (the “Improvement Agreement”); and

WHEREAS, the Board of Trustees desires to approve the Term Sheet and desires to further delegate authority to the Mayor to execute the Term Sheet and the Improvement Agreement on behalf of the Town when in final form.

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

Section 1. The foregoing recitals and findings are incorporated herein as findings and

conclusions of the Board of Trustees.

Section 2. The Board of Trustees hereby: (a) approves the Term Sheet in substantially the form attached hereto as **Exhibit A**; (b) authorizes the Town Attorney in cooperation with the Town Manager to make non-material changes to the Term Sheet that do not increase the Town's obligations; and (c) authorizes the Town Manager to execute the Term Sheet on behalf of the Town when in final form.

Section 3. The Board of Trustees hereby: (a) authorizes the Town Manager and Town Attorney to negotiate the Improvement Agreement with the Developers consistent with the terms and conditions in the Term Sheet; and (b) authorizes the Town Manager to execute the Improvement Agreement on behalf of the Town when in final form. The Town Attorney and Town Manager are authorized to include in the Improvement Agreement non-material deviations and modifications from the terms and conditions in the Term Sheet and additional or more detailed terms and conditions than those set forth in the Term Sheet; provided, however, that such deviations, modifications, additions, and details may not materially increase the Town's obligations.

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

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 26TH DAY OF AUGUST, 2024.

ATTEST:

TOWN OF MEAD:

By: _____
Marisol Herman, Deputy Town Clerk

By: _____
Colleen G. Whitlow, Mayor

EXHIBIT A
TERM SHEET

(Attached.)

**TERM SHEET FOR IMPROVEMENT AGREEMENT
FOR CONSTRUCTION OF HIGH PLAINS BOULEVARD (A.K.A. WELD COUNTY ROAD 9.5)
BETWEEN WELD COUNTY ROAD 34 AND WELD COUNTY ROAD 36
("Agreement")**

This Term Sheet sets forth the intent of the Parties only. It is not a contract and is not legally enforceable. Nonetheless, the Parties intend to proceed as rapidly as possible in negotiating a contractually binding improvement agreement consistent with the terms set forth herein.

Effective Date	• Date that the last Party signs the Agreement.
Parties	• Town of Mead ("<u>Town</u>" or "<u>Mead</u>") • WCR 34 & Hwy 25-220, LLC ("<u>W&H</u>") • Mead Industrial Development, LLC ("<u>MID</u>") • Each, a "<u>Party</u>," and collectively, the "<u>Parties</u>."
Project	• The "<u>Project</u>" shall mean the design and construction of an interim cross section of High Plains Boulevard (a.k.a. Weld County Road ("<u>WCR</u>") 9.5) (1) from approximately 300 feet north of WCR 34 to WCR 36 and (2) interim cross section of WCR 36 from the intersection of WCR 9.5 west to the termination of the WCR 36 Home Depot improvements, as detailed in the engineering and construction plans and specifications ("<u>Plans</u>") approved by Mead (in its regulatory capacity) and any other governmental or quasi-governmental entity with approval authority. • [Attach plan sheet(s) and cross section(s) as Exhibits.] • Plans and construction agreements are subject to the reasonable review and approval of W&H within ten (10) business days of receipt of drafts from MID. If W&H fails to provide comments in the foregoing period, the plans and/or construction agreements shall be deemed approved by W&H.
Cooperative Nature of Agreement	• The Parties agree to work cooperatively, diligently, and in good faith to, among other things: perform their respective obligations under the Agreement, resolve any unforeseen issues or disputes (including with outside parties and other quasi-governmental and governmental approval authorities), and limit Project delays and Overages (as defined below and including those resulting from unnecessary changes to the Project as approved in the Plans).
Project Management: Obligation to Construct Project	• MID's affiliate, Broe Real Estate Services, Inc. ("<u>MID Project Manager</u>") will manage the Project under MID's direction, including overseeing the development of the Plans; obtaining

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	Mead and other applicable governmental/quasi-governmental approvals of the Plans and required permits; conducting the bidding and awarding of a construction contract for the Project ("<u>Construction Contract</u>") in accordance with MID's internal procedures; providing construction contract management, construction inspection, and quality assurance services; coordinating with public and private utilities and other agencies. • If MID's desired contractor proposes a guaranteed maximum price or lump sum that exceeds the Maximum Project Cost (defined below), MID shall immediately advise the Mead Representative and the W&H Representative (each defined below) of the same; in such case, MID shall not engage the contractor until Mead and W&H have directed MID to proceed. • A Project Management fee of 3.5% of \$5,000,000 will be paid to MID in increments with disbursements of constructions costs. • MID shall provide copies of bid documents and the executed Construction Contract to the Mead Representative and W&H Representative immediately after its execution. • <i>The Agreement will incorporate language from Mead's standard subdivision improvement agreement regarding plan and permit approvals, Mead's right to receive notices of commencement of construction and construction issues, inspection and testing requirements, workmanship and construction site maintenance requirements, and indemnification requirements.</i>
Project Completion Date	• No later than December 31, 2025, unless extended (i) by Mead or (ii) by MID as a result of Force Majeure events by written notice to the other Parties. <i>[Note: "Force majeure events" need to be defined and the procedure for extending and length of extension if there is a force majeure event need to be explained in more detail in Agreement for Town's review.]</i>
Conditional Acceptance; Warranty Period; Final Acceptance	• <i>The Agreement will incorporate language from Mead's standard subdivision improvement agreement regarding procedures and requirements for conditional acceptance and final acceptance by Mead of the Project. Following is a general summary of these procedures and requirements:</i> ➤ Upon completion of the Project, MID shall request in writing that Mead inspect and conditionally accept the Project. If Mead finds the Project does not comply with the Plans, Construction Contract, and/or Town/State laws and regulations, it will provide MID with a written explanation of such deficiencies, which MID will

	promptly correct. When all such deficiencies have been corrected to Mead's reasonable satisfaction, Mead shall issue MID a letter of conditional acceptance. ➤ MID and W&H shall warrant the Project for a period of 2 years ("<u>Warranty Period</u>"), beginning on the date of the letter of conditional acceptance. ➤ Mead requires security during the Warranty Period in an amount equal to 15% of the bondable construction costs ("<u>Warranty Security</u>"). <i>[Note: bondable construction costs generally mean the actual construction costs and do not include the project management fee. The parties will define more clearly in the Agreement.]</i> At conditional acceptance of the Project, MID shall provide (or shall cause the Project contractor to provide) Mead with security equal to the Warranty Security <i>less</i> the balance of the Project Account at Conditional Acceptance (the "<u>MID-Provided Security</u>"). At least \$200,000 of the Warranty Security shall be in the form of cash or a letter of credit or both (the "<u>Cash Requirement</u>"). Once the Cash Requirement is met, MID shall bond over the remaining balance of the Warranty Security with a warranty bond in a form reasonably acceptable to the parties. ➤ The Warranty Security shall be held for the duration of the Warranty Period. ➤ During the Warranty Period, MID shall facilitate the performance of repairs and replacements required to ensure compliance with the Plans, Construction Contract and applicable laws and standards, except that MID shall not be responsible for routine maintenance or repairs or correcting damage or destruction caused by the public, or agents or employees of Mead, the County, or State of Colorado (the "<u>Warranty Items</u>"). The Town shall be responsible for all routine maintenance and repairs not related to the Warranty Items. If MID fails to perform the foregoing obligations within 30 days of receiving written notice from Mead of needed work on Warranty Items, Mead may draw on the Warranty Security to correct such breach. Any draws on the Warranty Security will first be drawn from the MID-Provided Security, and only after the MID-Provided Security is fully depleted will funds that were in the Project Account at Conditional Acceptance ("<u>Project Balance at Conditional Acceptance</u>") be drawn upon. Items deemed "Warranty
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	Items” are not considered Eligible Project Costs. No draws for cost of work associated with Warranty Items shall be allowed or approved, but draws for Eligible Project Costs accruing prior to the start of or during the Warranty Period shall be eligible for reimbursement from the Project Account during the Warranty Period. ➤ No sooner than 60 days prior to the end of the Warranty Period and at least 30 days prior to the end of the Warranty Period, MID shall request in writing that Mead inspect and finally accept the Project. If Mead finds the Project does not comply with the Plans, the Construction Contract, or applicable laws, it will provide MID with a written explanation of such deficiencies, and MID will promptly thereafter correct all deficiencies confirmed as Warranty Items. When all such deficiencies have been corrected to Mead’s reasonable satisfaction, Mead shall issue a certificate of final acceptance. ➤ Except as otherwise provided in “Cost Savings” provision below, upon issuance of the certificate of final acceptance, Mead shall release any MID-Provided Security bonds and/or LOCs, and any cash portion of the MID-Provided Security remaining in the Project Account, if any (together with any interest accrued thereon) shall be returned to MID, and only then shall the remaining balance of the Project Account (together with any interest accrued thereon) be returned to Weld County. Except as otherwise provided in “Cost Savings” provision below, upon approval by all parties and confirmation that all Eligible Project Costs and fees have been paid/reimbursed, then and only then shall the remaining balance of the Project Account be returned to Weld County.
ROW dedication	• If any ROW needs to be dedicated by MID or W&H to Mead, this will occur prior to conditional acceptance in a form approved by the Mead.
As-Builts	• At time of request for conditional acceptance, MID shall provide 2 copies of as-built drawings of the Project. As-built drawings shall be prepared under the direction of a Colorado licensed professional engineer based on information provided by the general contractor and a survey of surface features of the constructed site within the public right-of-way and easements

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	indicating that the constructed improvements are in substantial compliance with the approved Plans. All as-built drawings shall be in a form acceptable to the Town Engineer.
Maximum Project Cost	• The Parties anticipate that the maximum cost for the Project will not exceed \$6,000,000.00 (the "<u>Maximum Project Cost</u>"). • In the event the Maximum Project Cost exceeds \$6,000,000 (such amount being the "<u>Overage</u>"), W&H and MID shall each be responsible for 50% of the Overage, provided that Mead will endeavor in good faith and in accordance with law to obtain a monetary contribution from future developers of properties in the vicinity of, and that will be served by, the Project (not including properties currently owned by Developers). Promptly following receipt of any such monetary contributions, Mead will pay the contributions in equal proportions to W&H and MID until such Overage has been fully reimbursed to Developers.
Project Funding	• W&H and MID (each a "<u>Developer</u>" and collectively, "<u>Developers</u>") shall each contribute \$1,000,000.00, for a total contribution of \$2,000,000.00 ("<u>Developers' Contribution</u>"). Developers' Contribution shall be deposited with Mead on or before the later of 15 days after: (i) the Effective Date, (ii) Mead provides written notice (including via email) to Developers of Mead's receipt of the County Contribution, or (iii) approval of the Plans by the Town and all other applicable governmental agencies ("<u>Deposit Date</u>"). Mead shall not issue permits for the Project and construction shall not commence, with the exception of design and preconstruction activities, until Mead is in receipt of Developers' Contribution. • Weld County has agreed in a separate agreement between the County and Mead to contribute \$3,000,000.00 ("<u>County Contribution</u>"). • Mead shall contribute \$1,000,000.00 ("<u>Mead's Contribution</u>"). Mead shall deposit such sum in the Project Account following the Effective Date and on or before 7 days after receipt of the Developers' Contribution and County Contribution. • Mead shall deposit the Developers' Contribution, County Contribution, and Mead's Contribution into a separate interest-bearing account for the Project, which account shall be established and managed by the Mead Treasurer (the "<u>Project Account</u>"). • Any interest earned on the Project Account shall be credited to the Project Account.

	• The Project Account will be used only to reimburse (1) MID for all Eligible Project Costs expended during the planning, design, and construction of the Project; (2) Mead for costs incurred on the Project (including engineering, inspection, legal, and other consultant costs); and (3) W&H for costs incurred with respect to the Project (including design, engineering, legal, and other consultant costs) in accordance with the Reimbursement Process outlined below. The parties will cooperate in good faith to prepare an estimate of the Eligible Project Costs and attach the same to the Agreement.
One-Time Advance Payment Request	• MID may submit a one-time request to the Town Board for an advance payment from the Project Account in an amount equal to \$1,000,000.00 ("<u>One-Time Advance</u>"). This request may be submitted on or before the later of 7 days after: (i) the Deposit Date, (ii) the date MID provides Mead with the executed Construction Contract, or (iii) the date the Plans have been finally approved and executed by Mead. • This One-Time Advance shall be used to fund an escrow account with Thomas Title ("<u>Disbursement Account</u>"). The Disbursement Account will be used to (a) pay or reimburse MID for Eligible Project Costs expended during the planning, design, and construction of the Project, (b) fund the advancements to MID's contractor(s) pursuant to the Construction Contract and to the MID Project Manager for payment of the Project Management Fee, and (c) receive payments from the Project Account in accordance with the Reimbursement Process outlined below. The Disbursement Account will be subject to a separate escrow agreement among MID, W&H, and an escrow agent ("<u>Disbursement Escrow Agreement</u>"). Any fees and costs related to establishing and maintaining the Disbursement Account and negotiating the Disbursement Escrow Agreement shall not constitute Eligible Project Costs; MID and W&H shall be solely responsible for these fees and costs.
Reimbursement Process	• Except for the One-Time Advance, all other disbursements from Mead to MID from the Project Account shall be on a reimbursement basis. • Eligible Project Costs incurred by MID shall be reimbursed from the Project Account in accordance with the following process and requirements. • "Eligible Project Costs" include only the Project Management Fee, those costs and expenses that accrue during Project design

	and construction, including, without limitation, design fees, permitting costs, utility extension fees, engineering and legal fees, relocation costs, and all other costs and expenses arising under the Construction Contract, all of which costs and expenses shall be subject to approval in writing by MID, W&H and the Town. • MID may submit written reimbursement requests in a format approved by MID, Mead and W&H no more than once monthly following commencement of construction of the Project ("<u>Reimbursement Requests</u>"). Reimbursement Requests shall include the amount of the requested reimbursement, a description of the work performed, invoices for the work performed, the total percentage of the Project completed to date, the dates of performance, documentation—including lien waivers—that MID has paid the invoices for the work, and other agreed upon supporting documentation. • W&H shall have seven (7) calendar days from receipt of a Reimbursement Request to approve or deny such request by execution (wet ink or electronic) of a form mutually agreeable to the Parties. If W&H fails to respond to a Reimbursement Request within the foregoing period, then W&H shall be deemed to have approved the Reimbursement Request. • Town staff shall endeavor to expeditiously review Reimbursement Requests. Following receipt of a Reimbursement Request, Mead may inspect (or cause to be inspected) the Project site to confirm that the work described in the request was completed in compliance with the Plans and applicable standards. If Mead finds the Reimbursement Request includes work unsatisfactory or incomplete because it does not comply with the Plans, Construction Contract, or applicable laws or regulations, it will provide MID with a written explanation of such deficiencies, which MID will promptly correct (which might require submission of a revised Reimbursement Request). • After all such deficiencies have been corrected to Mead's reasonable satisfaction and Mead has received written confirmation of W&H's approval (actual or deemed approval) of a Reimbursement Request, Town staff will endeavor to submit the request at the next immediate Board Meeting (subject to meeting the Board's packet deadline). The Reimbursement Request will be included on the Town Board's consent agenda along with other Town payables. • Following Board approval, Mead shall send the full amount of each Reimbursement Request by check or wire to the Disbursement Account, provided that, if the balance of the
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{01119540.DOCX; 1}

	Project Account reaches 5% of the bondable costs of the Project, Mead shall retain said 5% as retainage (the “<u>Retainage</u>”). The Retainage shall be deducted from the total amount of the Warranty Security (the Retainage being part of the Project Balance at Conditional Acceptance). 100% of the Retainage shall be released to the Disbursement Account when all conditions identified in the Conditional Acceptance letter are completed and approved by the Town, all conditional lien waivers for such work have been received by the Town, and all requests for Reimbursement have been submitted and paid. • To avoid reimbursement delays as a result of holidays, the Town will implement its current process for issuing reimbursements related to this Project. • If a Reimbursement Request is denied, the denying Party or Parties shall provide the reason for such denial and a means of cure. • The Town may reimburse itself from the Project Account for costs and expenses incurred by the Town on the Project (including engineering, inspection, legal, and other consultant costs) in accordance with the Town’s typical process for third party review of Town payments and invoices, and only after such reimbursements are approved by the Town Board. • W&H may be reimbursed from the Project Account for all Eligible Project Costs incurred by W&H (including engineering, inspection, legal, and other consultant costs) subject to reasonable prior approval by the Town, MID and W&H.
Cost Savings	• If the actual total cost for the Project is less than the Maximum Project Cost, the cost savings shall be paid to Weld County at the end of the Warranty Period following (i) final acceptance, and (ii) the return of any MID-Provided Security to MID; provided, however, if the Project Balance at Conditional Acceptance exceeds the amount required for Warranty Security, the amount in excess of the amount required for Warranty Security shall be paid to Weld County at the time of conditional acceptance. The Project Balance at Conditional Acceptance shall be determined after all Reimbursement Requests for Eligible Project Costs accruing prior to the start of the Warranty Period, including Eligible Project Costs incurred to correct any deficiencies identified by the Town during its inspection for conditional acceptance, have been submitted and paid.
Existing SIAs; Future	• The Developers’ obligations under the Agreement will supersede

Agreements	WCR 9.5 obligations and WCR 36 obligations west of WCR 9.5 under their respective Annexation Agreements and Subdivision Improvement Agreements; WCR 36 obligations east of WCR 9.5 remain in place. The Parties agree to work diligently and in good faith to amend such agreements consistent with the foregoing following execution of the Agreement. <i>[Note, on 7/17, the Parties' attorneys agreed to review the Annexation Agreements and SIAs and include in the Agreement reference to the specific provisions in the Annexation Agreements and SIAs that are being superseded.]</i> • Future developer agreements with Mead shall acknowledge and conform with the Agreement.
Remedies <i>(Note: The Town's remedies generally track the remedies provided to Mead in its standard subdivision improvement agreement.)</i>	• Upon the breach of any provision of the Agreement beyond a 30- day cure period following notice, the Parties may initiate any one or more of the following actions: • Town's remedies: ○ Delay processing of applications for development of land adjacent to the Project submitted by the breaching party; or ○ Issue stop work orders; or ○ Adjust the term of the Warranty Period, as may be appropriate for specific deficiencies arising thereunder; or ○ Draw from the Warranty Security to cover the costs associated with correcting the breach; or ○ Issue a citation for violating requirements of the Mead Municipal Code; or ○ Initiate legal proceedings in any appropriate court of law. In the event a Developer provides written notice of breach of the Agreement to the other Developer and copies the Town on such written notice, and the Developer receiving such notice fails to cure the breach within the 30-day cure period, the Town may, in its sole discretion, initiate one or more of the above remedies against the breaching Developer. If a breach by a Developer occurs under the Disbursement Escrow Agreement, such breach shall be resolved solely between the Developers in accordance with the Disbursement Escrow Agreement. • MID's remedies: ○ If Town fails to deposit Mead's Contribution into the Project Account as set forth in the Agreement, MID may suspend construction activity on the Project. If the Town fails to issue a reimbursement following the Town

	Board's approval of the subject Reimbursement Request, MID may suspend construction activity on the Project. However, if the Town has a reasonable basis for denying or not acting on a Reimbursement Request (e.g., if the request does not include the information required by the Agreement), the Town's failure to issue the reimbursement shall not be deemed a breach of the Agreement. • W&H's remedies: ○ For failure of MID to complete the improvements in accordance with the Agreement, W&H is entitled to replace MID as the project manager to oversee completion, and shall receive the Project Management Fee for the improvements it completes and other costs incurred as a result of such failure. W&H shall provide prior written notice to Mead of its exercise of this remedy, which notice shall include the name and contact information of the new project manager. • The Parties' rights and remedies in the Agreement shall not be exclusive and shall be in addition to any other rights and remedies provided by law.
Representatives	• Each Party shall name an individual to serve as such Party's representative for the Project. The named individuals shall be responsible for coordinating all communications with the other Parties related to the Project. • Mead's representative will be Erika Rasmussen, Town of Mead Director of Public Works ("<u>Mead Representative</u>"). • MID's representative, and MID Project Manager's representative, will be Dean Brown, Broe's Senior Vice President ("<u>MID Representative</u>"). • W&H's representative will be Augustine H. Gomez and Jim Belfiore ("<u>W&H Representatives</u>").
Term of this Agreement	• The term of this Agreement shall commence on the Effective Date and shall terminate upon the date that all obligations of the Parties under this Agreement have been satisfied, unless terminated earlier by mutual written agreement of the Parties. • This Agreement may also be terminated if Weld County fails to deposit the County Contribution with the Town; such failure by Weld County shall not be deemed a breach of this Agreement by Mead.
Subject to Appropriation	• The Parties understand and acknowledge that Mead is subject to Article X, § 20 of the Colorado Constitution ("<u>TABOR</u>"). Mead

	does not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR as no future appropriation of funds beyond the current fiscal year is anticipated or expected. Notwithstanding anything in this Agreement to the contrary, all payment obligations of Mead are expressly dependent and conditioned upon the continuing availability of funds for Mead beyond the term of Mead’s current fiscal period ending upon the next succeeding December 31. Financial obligations of Mead payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Mead and other applicable law; if financial obligations of Mead under this Agreement are payable after the current fiscal year, then Mead staff shall include such obligations in the applicable future fiscal year budget submitted for Town Board approval, or otherwise seek appropriation from the Town Board for such obligations.
Examination of Records	Any authorized agent of the Town, including the Town finance director and Town auditors, has the right to access, and the right to examine, copy and retain copies, at Town’s election in paper or electronic form, any pertinent books, documents, papers, and records related to Developers’ performance pursuant to the Agreement. Developers shall cooperate with Town representatives and Town representatives shall be granted access to the forgoing documents and information during reasonable business hours and until the latter of three (3) years after the expiration or earlier termination of the Agreement or expiration of any applicable statute of limitations.

IN WITNESS WHEREOF, the Parties have executed this Term Sheet as of the date of the last signature affixed hereto.

[Signature Pages Follow]

TOWN OF MEAD, COLORADO

By: _____
Helen Migchelbrink, Town Manager
Date: _____

ATTEST

By: _____
Mary E. Strutt, Town Clerk

MID:

MEAD INDUSTRIAL DEVELOPMENT, LLC,
a Colorado limited liability company

DocuSigned by:
By: John Spiegelman
Name: John Spiegelman
Its: Authorized Signatory

W&H:

WCR 34 & HWY 25-220, LLC, a
Colorado limited liability company

By: RMG Real Estate Services XV, L.L.C., an
Arizona limited liability company, its Administrator

Signed by:
Augustine H. Gomez
By: 1C32DCD4F7294D8...
Augustine H. Gomez, its Authorized officer



Agenda Item Summary

MEETING DATE: August 26, 2024

SUBJECT: **Resolution No. 64-R-2024** – A Resolution of the Town of Mead, Colorado, Approving an Agreement by and between the Town of Mead, Colorado, and Longs Peak Water District for the grant of a License for a Concrete Pedestrian Trail and Ditch Crossing

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

SUMMARY

The SH66 Pedestrian Crossing project will construct an underpass under SH 66 and a concrete pedestrian trail on the west side of CR 7 both north and south of the underpass. South of SH 66, the trail will be constructed within three overlapping easements, including a 25' water line easement owned by Longs Peak Water District. The Town desires to enter into an agreement with Longs Peak Water District for the grant of a revocable license to construct, install, operate, use, inspect, maintain, repair, survey, and replace the trail as needed. The agreement was approved by the Longs Peak Water District at their Board meeting held on August 22, 2024.

A separate agreement with the other easement holders will be presented to the Board at a future date.

FINANCIAL CONSIDERATIONS

No financial considerations.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends the Board of Trustees approve the Resolution and agreement between the Town of Mead, Colorado, and Longs Peak Water District granting a license for a Concrete Pedestrian Trail and Ditch Crossing.

A motion to approve the August 26, 2024, consent agenda will approve the Resolution. If this item is pulled off the consent for further discussion or questions, Staff recommends the following motion:

Suggested Motion:

“I move to approve Resolution 64-R-2024, A Resolution of the Town of Mead, Colorado, Approving an Agreement by and between the Town of Mead, Colorado, and Longs Peak Water District for the grant of a License for a Concrete Pedestrian Trail and Ditch Crossing

ATTACHMENTS

Resolution No. 64-R-2024
LPWD Trail License and Ditch Crossing Agreement

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 64-R-2024**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO,
APPROVING AN AGREEMENT BY AND BETWEEN THE TOWN OF MEAD,
COLORADO, AND LONGS PEAK WATER DISTRICT FOR THE GRANT OF A
LICENSE FOR A CONCRETE PEDESTRIAN TRAIL AND DITCH CROSSING**

WHEREAS, the Town of Mead (the “Town”) intends to construct an underpass under SH 66 and a concrete pedestrian trail on the west side of CR 7 both North and South of the underpass (the “SH66 Pedestrian Crossing Project”); and

WHEREAS, on the South side of SH 66, the concrete trail will be constructed within three (3) overlapping easements, including a 25’ water line easement owned by Longs Peak Water District (“LPWD”); and

WHEREAS, the Town and LPWD have negotiated a revocable license agreement (the “Agreement”) that will allow the Town to construct, install, operate, use, inspect, maintain, repair, survey, and replace the trail as needed; and

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

WHEREAS, the LPWD Board is scheduled to approve the Agreement at its August 22, 2024 regular meeting; and

WHEREAS, the Town anticipates entering into similar revocable license agreements with the other two (2) easement holders at a later date, in order to facilitate the completion of the SH66 Pedestrian Crossing Project; and

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

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

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

Section 2. The Board of Trustees hereby: (a) approves the Agreement in the form attached hereto as **Exhibit 1**; (b) authorizes the Town Attorney in cooperation with the Town Manager to make non-material changes to the Agreement that do not materially increase the Town’s obligations; (c) authorizes the Town Manager to execute the Agreement on behalf of the Town when in final form; and (d) delegates all necessary authority to the Town Clerk to record the Agreement with the Weld County Clerk and Recorder.

Section 3. Following the recording of the Agreement in the Weld County real property records,

the Town Clerk shall retain a copy of the recorded Agreement in the Town records and shall provide a courtesy copy of the recorded Agreement to LPWD.

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 26TH DAY OF AUGUST, 2024.

ATTEST:

TOWN OF MEAD:

By: _____
Marisol Herman, Deputy Town Clerk

By: _____
Colleen G. Whitlow, Mayor

EXHIBIT 1

[Attached]

**AN AGREEMENT BY AND BETWEEN THE TOWN OF MEAD, COLORADO, AND
LONGS PEAK WATER DISTRICT FOR THE GRANT OF A REVOCABLE LICENSE
FOR A CONCRETE PEDESTRIAN TRAIL AND DITCH CROSSING**

THIS TRAIL LICENSE AND DITCH CROSSING AGREEMENT (“License Agreement”) is made and entered into by and between the Town of Mead (the “Town”) and Longs Peak Water District, a political subdivision of the State of Colorado, with a principal address of 9875 Vermillion Road, Longmont, CO 80504 (“Longs Peak”), (each individually a “Party” and collectively the “Parties”).

RECITALS

A. The Town is the owner of certain real property located in the Town of Mead, Weld County, identified as Parcel 120728104002 of Liberty Ranch Filing 2, 2nd Amendment in Section 28, Township 3N, Range 68W, at Reception Number 396232, as depicted in **Exhibit A** attached hereto (the “Property”).

B. LR Investments LLC, Stephanie Reed, Blake Carson, and Brian Jumps are the owners of real property located within the Town of Mead, Weld County, identified as Parcel 120728103002 of Liberty Ranch Filing 2, 1st Amendment in Section 28, Township 3N, Range 68W, as depicted in **Exhibit A** attached hereto (the “LR Investments Property”). The LR Investments Property is located immediately north of the Property and is bounded on the north side by Colorado State Highway 66.

C. The Town desires to construct a public concrete pedestrian trail (the “Trail”) located along the east side of the Property and the LR Investments Property as depicted in **Exhibit B** attached hereto.

D. The Trail will be located in a 25’ Pedestrian Utility & Landscape Easement (Rec. No. 3797671) owned by the Town (“Licensed Premises”); and

E. The Trail will also be located within three overlapping easements on the Property and the LR Investment Property: including a 25’ water line easement owned by Longs Peak (Rec. No. 3602765) (“Waterline Easement”); and

F. The Parties desire to enter into this License Agreement to memorialize the terms of permission for the Town to construct and maintain the Trail.

AGREEMENT

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **LICENSE.** Longs Peak hereby grants to the Town a revocable license for use of the Licensed Premises to construct, install, operate, use, inspect, maintain, repair, survey, replace, and remove—if necessary—the Trail as depicted in **Exhibit B** to this Agreement.

2. **PURPOSE OF THE TRAIL.** The purpose of the Trail shall be for the use of the public as a pedestrian and non-motorized vehicle recreational path. The only motorized vehicles permitted on the Trail are vehicles and/or motorized equipment owned or leased by the Town or owned or leased by a third-party contracted by the Town for the purpose of maintaining the Trail or Property, such as for snow plowing and/or landscaping.

3. **TERM.** This License Agreement shall commence on execution hereof and run in perpetuity so long as the Trail is used as a pedestrian trail consistent with the Purpose of the Trail set forth in Section 2 of this Agreement.

4. **NOTICES.** Any notice, or other communication given by any Party hereto to any Party relating to this Agreement shall be hand-delivered or sent by certified mail, return receipt requested, addressed to such other Party at their respective addresses as set forth below; and such notice, payment, or other communication shall be deemed given when so hand-delivered or three (3) business days after so mailed:

Town of Mead

Attn: Town Manager
441 3rd Street
Mead, CO 80542

Longs Peak Water District

Attn: District Manager
9875 Vermillion Road
Longmont, CO 80504

Any party may direct the other in writing to send any notices to such addresses or to any addresses subsequently designated by that party in writing.

5. **USE AND OPERATION OF LICENSED PREMISES.**

5.1 The Town shall coordinate with the designated Party representatives regarding the exact location and alignment of the Trail within the Licensed Premises prior to the initial installation thereof. It is the intent of the Parties that the Trail be located along the west side of the Property.

5.2 Any work within the Licensed Premises by the Town shall be accomplished in a manner that will cause the least injury to the surface of the Licensed Premises around such work and, following any work, the Town shall, at its sole cost and expense replace the earth so removed by it and restore the area to as near the same condition as it was prior to such work as is practical and reasonable under all of the circumstances.

5.3 The Town shall provide written notice to Longs Peak a minimum of ten (10) days, or such other time period as agreed to between the Parties, prior to the commencement of any work under this License Agreement, which notice shall include the estimated commencement and ending dates of all work, including restoration.

5.4 Longs Peak shall have no obligation for any costs or expenses in connection with the installation, use, maintenance, operation, alteration, addition to, repair, replacement, reconstruction, inspection and/or removal of the Trail within the Licensed Premises; all such costs and expenses shall be solely the responsibility of the Town.

5.5 Longs Peak, its successors and assigns, shall continue to enjoy all benefits and rights of use of the Property as provided by the Waterline Easement. No provision of this License Agreement shall be construed as an abandonment or limitation of the Waterline Easement. Longs Peak is expressly permitted to access and use the Waterline Easement at any time, consistent with its terms.

6. MAINTENANCE. During the initial installation of the Trail and during any alteration, repair, replacement, reconstruction and/or inspection activities related to the Trail, the Town shall keep and maintain the Licensed Premises in a clean, healthy, and safe condition and in a manner which will protect the general public and prevent, to the greatest degree practicable, interference with or disruption of the use and enjoyment of the Property by Longs Peak.

7. MODIFICATION OF THE LICENSED PREMISES. The Parties mutually recognize the significant public benefit of the Trail to the surrounding residential neighborhoods. In the event the Parties believe it necessary to modify or relocate the Trail or in the event the relocation of the Trail is deemed necessary by the Parties, the Parties shall endeavor to agree to diligently explore and conclusively determine on a new location for the Trail. Any such relocation must be acceptable to the Parties. If the Trail is desired to be moved out of the easement areas onto a separate area of the Property, the Town shall only consult with Longs Peak to the extent that such Trail will be located within easements owned by Longs Peak. Any such modification or relocation of the Trail shall be the sole responsibility of the Town and at the Town's sole costs and expense. In the event a relocation within the Licensed Area cannot be agreed upon, Longs Peak, at its sole option may terminate this License Agreement in accordance with Section 11.0.

8. GOVERNMENTAL REGULATIONS COMPLIANCE WITH COVENANTS. The Town shall comply with all rules and regulations of any city, county, state, federal or other appropriate jurisdiction relating to its use of the Licensed Premises.

9. INSURANCE. At all times during the term of this License Agreement the Town and/or its contractors shall maintain policies of insurance in amounts and types sufficient to insure against all obligations assumed by the Town pursuant to this License Agreement.

10. DISTURBANCE TO LICENSED PREMISES/INDEMNIFICATION. The Town shall exercise its privileges hereunder at its own risk. Longs Peak shall not be liable to the Town if, for any reason whatsoever, the Town's occupancy or use of the Licensed Premises is hindered or disturbed. To the extent permitted by law, the Town shall indemnify, defend and hold Longs Peak its officers, board members, employees and agents harmless from and against any and all claims, causes of action or demands for any loss, cost, interest, penalties, expense or damage of any sort or nature and against all liability for any loss or expense resulting from, arising out of, or in any way connected with the occupancy or use of the Licensed Premises by the Town.

11. TERMINATION OR REVOCATION.

11.1 In the event of relocation of the Trail as provided in Section 7.0, Longs Peak may terminate or revoke this License Agreement.

11.2 Upon termination of this License Agreement, unless otherwise mutually agreed upon by the Parties, the Town shall promptly remove all improvements and fixtures within the Licensed Premises, and restore the Licensed Premises to its original condition, all at the Town's sole cost and expense. In the event that the Trail is not removed and the Licensed Premises is not restored to its original condition as required in this License Agreement, in addition to all other remedies provided herein, Longs Peak may at its sole option, remove and restore the same and Town shall immediately reimburse the Party for all costs and expenses related to such work, including without limitation any and all attorney fees and costs of collection.

12 ASSIGNMENT. The Town intends to convey a portion of the Property to Mountain View Fire Rescue District. The Parties agree that this License Agreement shall be assigned to the Mountain View Fire Rescue District for the portion of Trail that runs through such parcel that is conveyed to the Mountain View Fire Rescue. Any portion of the Trail that is not conveyed to Mountain View Fire Rescue District shall not be conveyed or assigned to any other third party without prior written approval by all Parties.

13 APPLICABLE LAW. This License Agreement shall be construed and interpreted in accordance with the laws of the State of Colorado, and the District Court of Weld County, Colorado shall have sole jurisdiction in deciding disputes under the terms of this License Agreement.

14 BINDING AGREEMENT. Subject to the provisions of Section 13.0 herein above, all of the covenants and conditions of this License Agreement shall inure to the benefit of and be binding on the parties' hereto, their successors and assigns.

15 COVENANTS. The provisions of this Agreement, and the burden and benefits herein, shall, subject to the provisions hereof, be covenants running with the Property during the term of this License Agreement and shall inure to the benefit of and be binding upon all future owners of the Property.

16 RECORDING. This License Agreement shall be recorded, and the Town shall pay any and all costs of such recording. The Parties agree to notify any successor in interest to the Property of this License Agreement and to provide any such successor a copy of this Agreement.

17 GOVERNMENTAL IMMUNITY. Nothing in this Agreement is intended to waive any protection afforded to either Party, or their respective officials, employees, and agents by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq. or any other applicable law providing immunity to either Party, or their respective officials, employees, and agents.

THIS AGREEMENT is executed and made effective as provided above.

TOWN OF MEAD, COLORADO

By: _____
Helen Migchelbrink, Town Manager

Date of execution: _____

ATTEST:

By: _____
Mary Strutt, MMC Town Clerk

LONGS PEAK WATER DISTRICT:

By: _____

Printed Name: _____

Title: _____

Date of execution: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing License Agreement 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

EXHIBIT A
DEPICTION OF PROPERTY

EXHIBIT A

Colorado Department of Transportation



10601 W. 10th ST.
GREELEY, CO 80631
Phone: 970-350-2152
FAX: 970-350-2178

Region 4

PTS



KING SURVEYORS

650 E. Garden Drive
Windsor, Colorado 80550
phone: (970) 686-5011

Sheet Revisions

Date mm/dd/yy	Description XXXXXXXX	Initials XXX

Sheet Revisions

Date mm/dd/yy	Description XXXXXXXX	Initials XXX

Sheet Revisions

Date mm/dd/yy	Description XXXXXXXX	Initials XXX

Right of Way Plans

Plan Sheet

Project Number: TAP M870-006

Project Location: C066_CR7 Pedestrian Crossing

Project Code:	Last Mod. Date	Subset	Sheet No.
23383	6-27-2024	7.01 to 7.07	7.01

PRELIMINARY

LINE TABLE		
LINE	BEARING	LENGTH
L23	N08°17'43"W	62.97'
L24	N00°22'47"W	338.14'
L25	N00°22'47"W	166.61'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C9	47.40'	100.00'	27°09'38"	46.96'	N21°52'32"W
C10	122.44'	200.00'	35°04'34"	120.54'	N17°55'04"W
C11	40.04'	200.00'	11°28'13"	39.97'	N06°06'54"W
C12	80.08'	200.00'	22°56'27"	79.54'	N00°22'47"W
C13	40.04'	200.00'	11°28'13"	39.97'	N05°21'20"E

AREA OF MINIMAL
FLOOD HAZARD
ZONE X
08123C1860E,
Effective Date: 1/20/2016

AREA OF MINIMAL
FLOOD HAZARD
ZONE X
08123C1880E,
Effective Date: 1/20/2016

NE1/4
SECTION 28
T.3N.,R.68W.

TRACT B, LIBERTY RANCH
FILING NO. 2, 2ND AMD.

NW1/4
SECTION 27
T.3N.,R.68W.

King Surveyors LLC, Job No. 20230080

EXHIBIT A

Colorado Department of Transportation



10601 W. 10th ST.
GREELEY, CO 80631
Phone: 970-350-2152
FAX: 970-350-2178

Region 4

PTS



KING SURVEYORS

650 E. Garden Drive
Windsor, Colorado 80550
phone: (970) 686-5011

Sheet Revisions

Date mm/dd/yy	Description XXXXXXXX	Initials XXX

Sheet Revisions

Date mm/dd/yy	Description XXXXXXXX	Initials XXX

Sheet Revisions

Date mm/dd/yy	Description XXXXXXXX	Initials XXX

Right of Way Plans

Plan Sheet

Project Number: TAP M870-006

Project Location: C066_CR7 Pedestrian Crossing

Project Code:	Last Mod. Date	Subset	Sheet No.
23383	6-27-2024	7.01 to 7.07	7.02

PRELIMINARY

LINE TABLE

LINE	BEARING	LENGTH
L25	N00°22'47"W	166.61'
L26	N00°22'47"W	45.53'
L27	N00°22'47"W	533.38'

AREA OF MINIMAL
FLOOD HAZARD
ZONE X
08123C1860E,
Effective Date: 1/20/2016

39' UTILITY EASEMENT
REC. NO. 3797671 (PLAT)
10/10/2011

15' PUBLIC UTILITY EASEMENT AGREEMENT
TO UNITED POWER INC
REC. NO. 4775525
11/12/21

CP-VENT
1002

REC. NO. 4395717

30' R.O.W.

50' R.O.W.

30' LONGS PEAK
WATER DISTRICT EASEMENT
REC. NO. 3797671 (PLAT)
10/10/2011

25' SANBORN RESERVOIR
AND DITCH COMPANY ESMT
REC. NO. 3653911
10/13/2009

25' PEDESTRIAN, UTILITY &
LANDSCAPE EASEMENT
REC. NO. 3797671 (PLAT)
10/10/2011

NE1/4
SECTION 28
T.3N.,R.68W.

TRACT B, LIBERTY RANCH
FILING NO. 2, 2ND AMD.

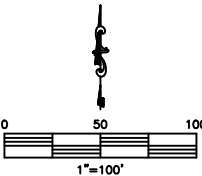
CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C14	31.66'	200.00'	9°04'07"	31.62'	N04°09'17"E
C15	31.66'	200.00'	9°04'07"	31.62'	N04°09'17"E
C16	31.66'	200.00'	9°04'07"	31.62'	N04°54'51"W
C17	31.66'	200.00'	9°04'07"	31.62'	N04°54'51"W
C18	31.66'	200.00'	9°04'07"	31.62'	N04°09'17"E
C19	31.66'	200.00'	9°04'07"	31.62'	N04°09'17"E

AREA OF MINIMAL
FLOOD HAZARD
ZONE X
08123C1880E,
Effective Date: 1/20/2016

NW1/4
SECTION 27
T.3N.,R.68W.

REC. NO. 4378768



FEMA flood information obtained from:
FIRM Map Numbers:
08123C1870E, Effective Date: 1/20/2016
0813C0300J, Effective Date: 12/18/2012

King Surveyors LLC, Job No. 20230080

EXHIBIT A

Colorado Department of Transportation



10601 W. 10th ST.
GREELEY, CO 80631
Phone: 970-350-2152
FAX: 970-350-2178

Region 4

PTS



KING SURVEYORS

650 E. Garden Drive
Windsor, Colorado 80550
phone: (970) 686-5011

Sheet Revisions

Date mm/dd/yy	Description XXXXXXXX	Initials XXX

Sheet Revisions

Date mm/dd/yy	Description XXXXXXXX	Initials XXX

Sheet Revisions

Date mm/dd/yy	Description XXXXXXXX	Initials XXX

Right of Way Plans

Plan Sheet

Project Number: TAP M870-006

Project Location: C066_CR7 Pedestrian Crossing

Project Code:	Last Mod. Date	Subset	Sheet No.
23383	6-27-2024	7.01 to 7.07	7.03

PRELIMINARY

LR INVESTMENTS LLC ET AL
(REC. NO. 4242502)

TRACT A, LIBERTY RANCH
FILING NO. 2, 1ST AMD.
(REC. NO. 3797671)

PE-01
TE-01
PE-01A
TE-01A

AREA OF MINIMAL
FLOOD HAZARD
ZONE X
08123C1860E,
Effective Date: 1/20/2016

NE1/4
SECTION 28
T.3N.,R.68W.

TRACT B, LIBERTY RANCH
FILING NO. 2, 2ND AMD.

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C20	44.82'	200.00'	12°50'19"	44.72'	N06°02'22"E
C21	44.82'	200.00'	12°50'19"	44.72'	N06°02'22"E
C22	41.00'	115.00'	20°25'44"	40.79'	N09°50'05"E
C23	79.75'	200.00'	22°50'47"	79.22'	N08°37'34"E
C24	38.01'	1015.00'	2°08'44"	38.00'	N03°52'11"W
C25	151.05'	300.00'	28°50'57"	149.46'	N19°22'02"W

15' PUBLIC UTILITY EASEMENT AGREEMENT
TO UNITED POWER INC
REC. NO. 4775525
11/12/2021

25' SANBORN RESERVOIR
AND DITCH COMPANY EASEMENT
REC. NO. 3653911
10/13/2009

30' ACCESS EASEMENT
REC. NO. 3797671 (PLAT)
PT: 200+05.87
200+00

PC: 199+16.24

PRC: 199+61.05

PT: 200+05.87

P.O.B. PE-01 & TE-01
N02°54'05"W 2078.70'
FROM E1/4 COR SEC 28

P.O.C. PE-01 & TE-01
N01°45'44"W 2072.52'
FROM E1/4 COR SEC 28

S00°22'47"E 2651.88'
EAST LINE NE1/4, SECTION 28

30' R.O.W.

REC. NO. 4395717

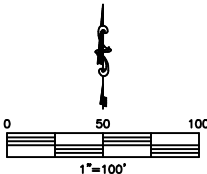
REC. NO. 4378768

AREA OF MINIMAL
FLOOD HAZARD
ZONE X
08123C1880E,
Effective Date: 1/20/2016

NW1/4
SECTION 27
T.3N.,R.68W.

LINE TABLE		
LINE	BEARING	LENGTH
L28	N00°22'47"W	254.67'
L29	N00°22'47"W	142.94'
L30	N02°47'49"W	12.73'
L31	N04°56'33"W	14.99'
L32	N33°47'30"W	12.88'
L47	S04°56'33"E	23.71'
L48	N89°37'13"E	9.00'
L78	S89°37'13"W	25.00'
L79	S89°37'13"W	16.00'
L80	N00°22'47"W	92.50'

LINE TABLE		
LINE	BEARING	LENGTH
L81	S89°37'13"W	5.00'
L82	N00°22'47"W	92.50'
L83	N89°37'13"E	21.00'
L84	S00°22'47"E	185.00'
L85	N00°22'47"W	10.00'
L86	S89°37'13"W	25.00'
L87	S00°22'47"E	195.00'
L88	N29°53'14"W	238.01'
L89	N29°53'14"W	265.03'
L91	S04°56'33"E	129.86'



FEMA flood information obtained from:
FIRM Map Numbers:
08123C1870E, Effective Date: 1/20/2016
0813C0300J, Effective Date: 12/18/2012

EXHIBIT A

Colorado Department of Transportation



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GREELEY, CO 80631
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FAX: 970-350-2178

Region 4

PTS



KING SURVEYORS

650 E. Garden Drive
Windsor, Colorado 80550
phone: (970) 686-5011

Sheet Revisions

Date mm/dd/yy	Description XXXXXXXX	Initials XXX

Sheet Revisions

Date mm/dd/yy	Description XXXXXXXX	Initials XXX

Sheet Revisions

Date mm/dd/yy	Description XXXXXXXX	Initials XXX

Right of Way Plans

Plan Sheet

Project Number: TAP M870-006

Project Location: C066_CR7 Pedestrian Crossing

Project Code	Last Mod. Date	Subset	Sheet No.
23383	6-27-2024	7.01 to 7.07	7.04

PRELIMINARY

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°35'48"W	10.00'
L2	S13°58'30"W	136.63'
L3	S00°26'03"E	52.17'
L4	S28°14'30"W	162.00'
L5	S03°37'05"E	52.00'

LINE TABLE		
LINE	BEARING	LENGTH
L6	N03°37'05"W	54.87'
L7	N28°14'41"E	162.28'
L8	N00°26'03"W	108.31'
L9	N13°58'30"E	48.22'
L10	N00°26'03"W	162.70'

LINE TABLE		
LINE	BEARING	LENGTH
L19	S89°01'23"W	30.00'
L20	N00°26'03"W	88.89'
L21	N00°26'03"W	89.79'
L22	N00°26'03"W	88.25'
L33	N03°10'48"W	228.59'

LINE TABLE		
LINE	BEARING	LENGTH
L34	N30°15'56"E	30.01'
L35	N05°15'37"E	89.20'
L36	N13°58'30"E	57.72'
L37	N00°26'03"W	256.45'
L90	N89°01'23"E	103.33'

LINE TABLE		
LINE	BEARING	LENGTH
L92	S89°01'23"W	11.42'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	119.00'	11565.00'	0°35'22"	119.00'	N86°40'25"E
C2	10.00'	11565.00'	0°02'58"	10.00'	S86°21'15"W
C7	30.21'	11415.00'	0°09'06"	30.21'	S87°18'30"W
C8	480.02'	11415.00'	2°24'34"	479.98'	S85°55'38"W
C26	160.28'	300.00'	30°36'42"	158.38'	N18°29'09"W
C27	58.37'	100.00'	33°26'44"	57.55'	N13°32'34"E
C28	87.29'	200.00'	25°00'19"	86.59'	N17°45'47"E
C29	15.21'	100.00'	8°42'53"	15.20'	N09°37'04"E
C30	25.15'	100.00'	14°24'34"	25.08'	N06°46'13"E
C40	78.86'	1150.00'	3°55'45"	78.85'	S02°58'41"E

SE1/4
SECTION 21
T.3N.,R.68W.

AREA OF MINIMAL
FLOOD HAZARD
ZONE X
08123C1860E,
Effective Date: 1/20/2016

AREA OF MINIMAL
FLOOD HAZARD
ZONE X
08123C1880E,
Effective Date:
1/20/2016

EQUINOX MEAD LLC
REC. NO. 3518788

OUTLOT F,
FINAL PLAT,
MEAD PLACE
AMENDMENT NO. 1
(REC. NO. 4927625)

PE-03
TE-03

10' UTILITY EASEMENT
REC. NO. 4927625 (PLAT)
10/25/2023

DRAINAGE EASEMENT
REC. NO. 4927625 (PLAT)
10/25/2023

30' WATERLINE EASEMENT
REC. NO. 3483472
6/14/2007

STATE HIGHWAY 66

TOWN OF MEAD
REC. NO. 3492061

JILDARDO GOMEZ
REC. NO. 4911909
RW-02A

15' GRANT OF EASEMENT
TO UNITED POWER INC
REC. NO. 4911463
7/27/2023

20' GAS EASEMENT
REC. NO. 3374719
3/30/2006

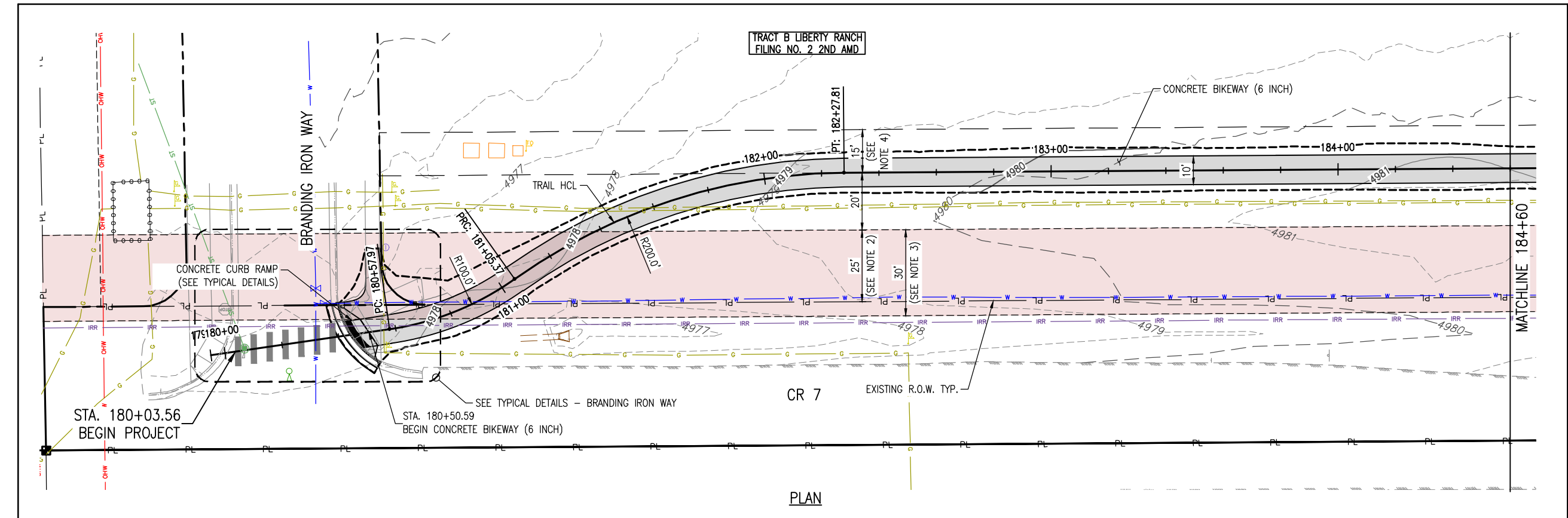
TRACT A, LIBERTY RANCH
FILING NO. 2, 1ST AMD.
(REC. NO. 3797671)

FEMA flood information obtained from:
FIRM Map Numbers:
08123C1870E, Effective Date: 1/20/2016
0813C0300J, Effective Date: 12/18/2012

King Surveyors LLC, Job No. 20230080

EXHIBIT B
TRAIL IMPROVEMENTS

EXHIBIT B



LEGEND

- X REMOVAL OF TREE
- PROPOSED GRADING
- CATCH/FILL LINE
- EXISTING CONTOURS

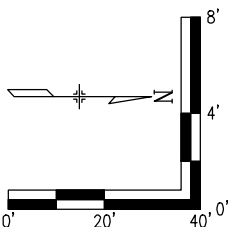
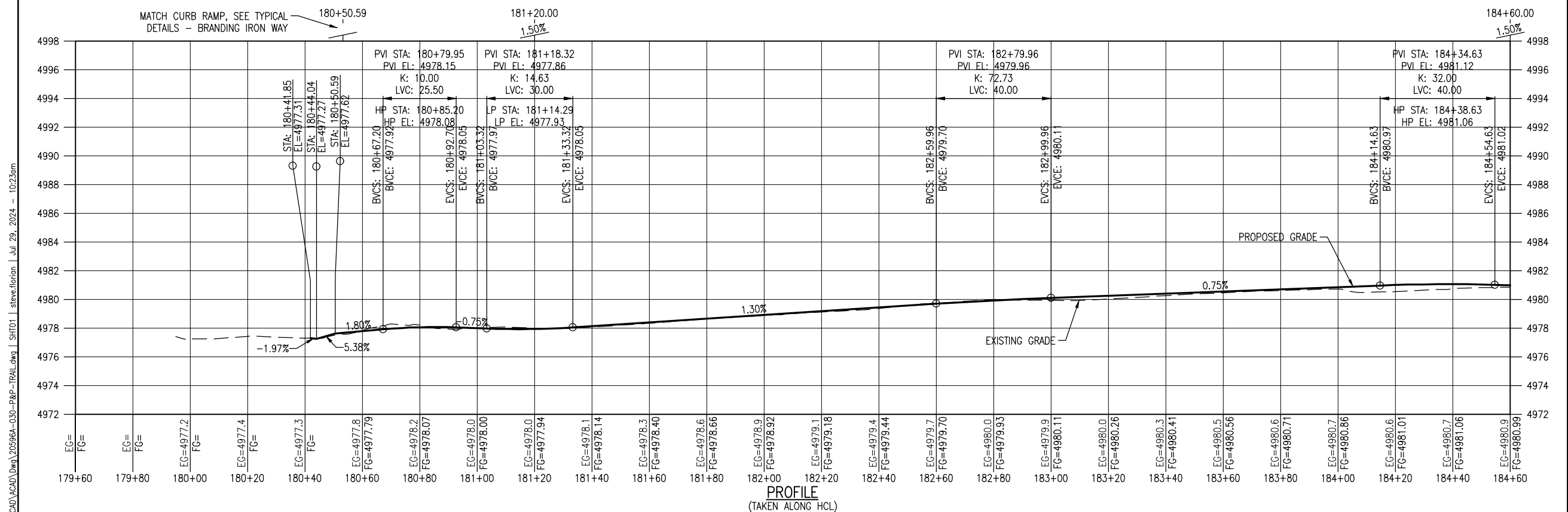
NOTES:

- SIDEWALK AND CONCRETE PAVEMENT REMOVALS SHALL EXTEND TO THE NEAREST JOINT.
- 25' SANBORN RESERVOIR AND DITCH COMPANY ESMT 3653797 AND 25' PEDESTRIAN, UTL & LANDSCAPE EASEMENT.
- 30' LONGS PEAK WATER DISTRICT EASEMENT REC. NO. 3602765.
- 15' UNITED POWER UTILITY EASEMENT.
- EXISTING UTILITIES SOUTH OF 204+00 ARE QUALITY LEVEL C & D. CONTRACTOR SHALL LOCATE UTILITIES AS REQUIRED.

CROSS SLOPE DIAGRAM

X+XX.XX ← HCL STATION
X.XX ← TRAIL X-SLOPE %
(LOOKING AHEAD STATION)

ME% = MATCH EXISTING



PROJECT 20596A-030-P&P-TRAIL.dwg | SHTD1 | Steve Horton | Jul 29, 2024 - 10:23am

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Print Date: Jul 29, 2024

File Name: 20596A-030-P&P-TRAIL.dwg

Horiz. Scale: Vert. Scale:



Sheet Revisions

Date:	Comments	Init.



Colorado Department of Transportation
Region 4
1420 Second Street
Greeley, CO 80631

As Constructed

No Revisions:

Revised:

Void:

CO 66 GRADE SEPARATED CROSSING AT CR 7
TRAIL PLAN & PROFILE
(BEGIN TO 184+60.00)

Designer: B. Zaugg
Detailer: M. Cunningham
Sheet Subset: TRAILP&P
Structure Numbers:
Subset Sheets: 1 of 11

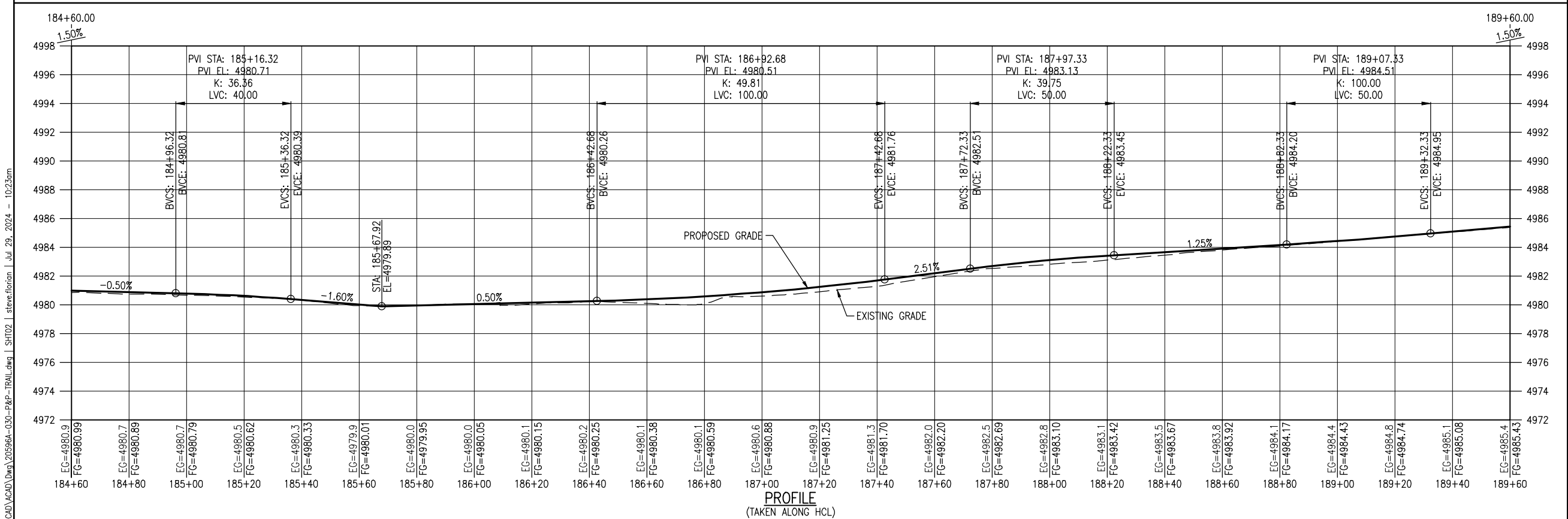
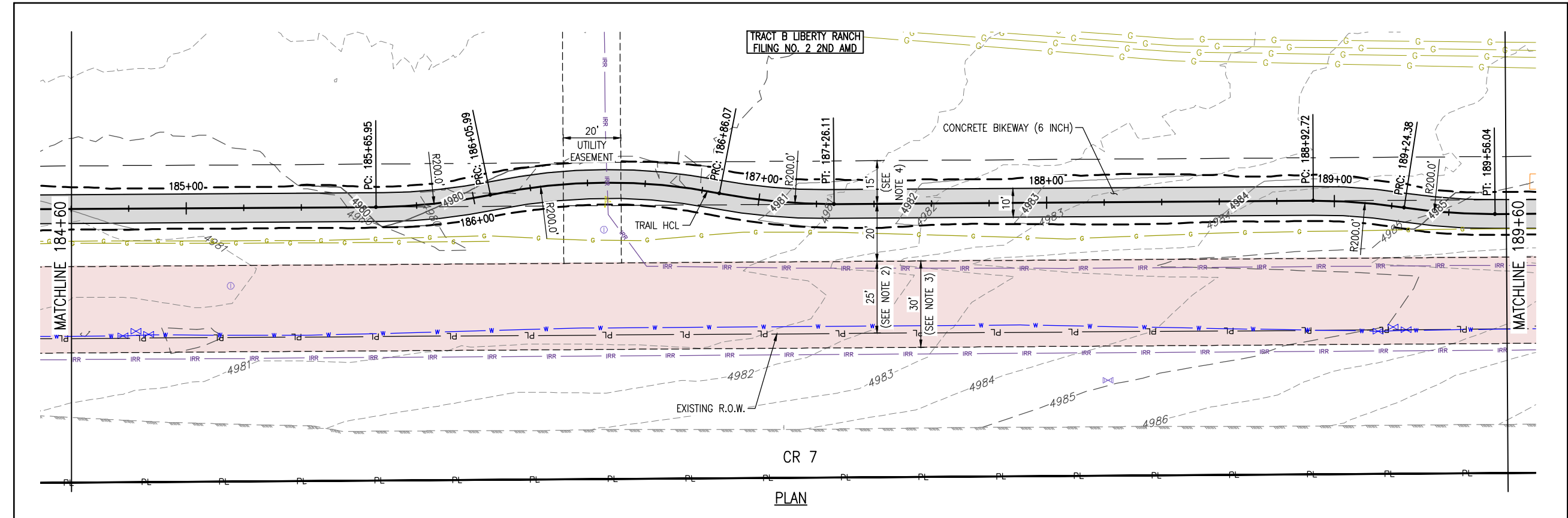
Project No./Code

TAP M870-006

23383

Sheet Number

EXHIBIT B



LEGEND

- X REMOVAL OF TREE
- PROPOSED GRADING
- CATCH/FILL LINE
- EXISTING CONTOURS

NOTES:

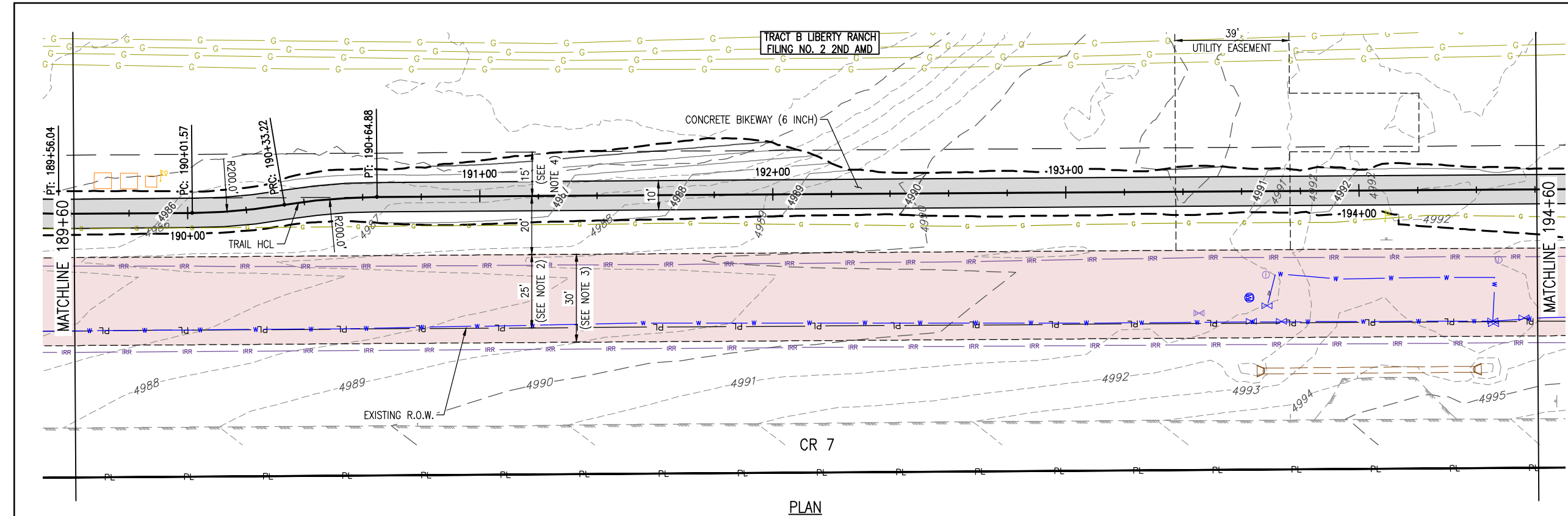
1. SIDEWALK AND CONCRETE PAVEMENT REMOVALS SHALL EXTEND TO THE NEAREST JOINT.
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X.XX ← TRAIL X-SLOPE % (LOOKING AHEAD STATION)
MEZ=MATCH EXISTING

PROJECT\20596A\04 CAD\ACAD\Draw\20596A-030-P&P-TRAIL.dwg | SHT02 | Steve Forlan | Jul 29, 2024 - 10:23am

EXHIBIT B



LEGEND

- X REMOVAL OF TREE
- PROPOSED GRADING
- CATCH/FILL LINE
- EXISTING CONTOURS

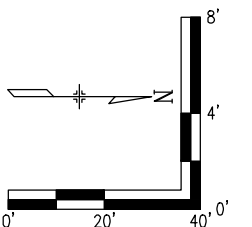
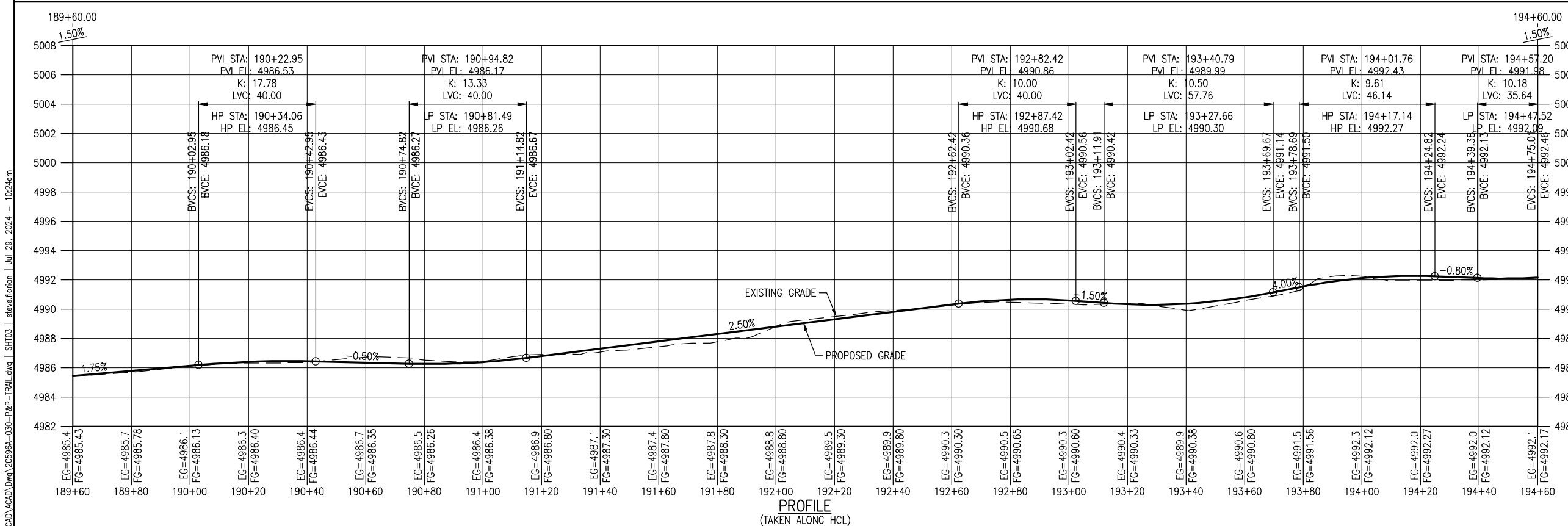
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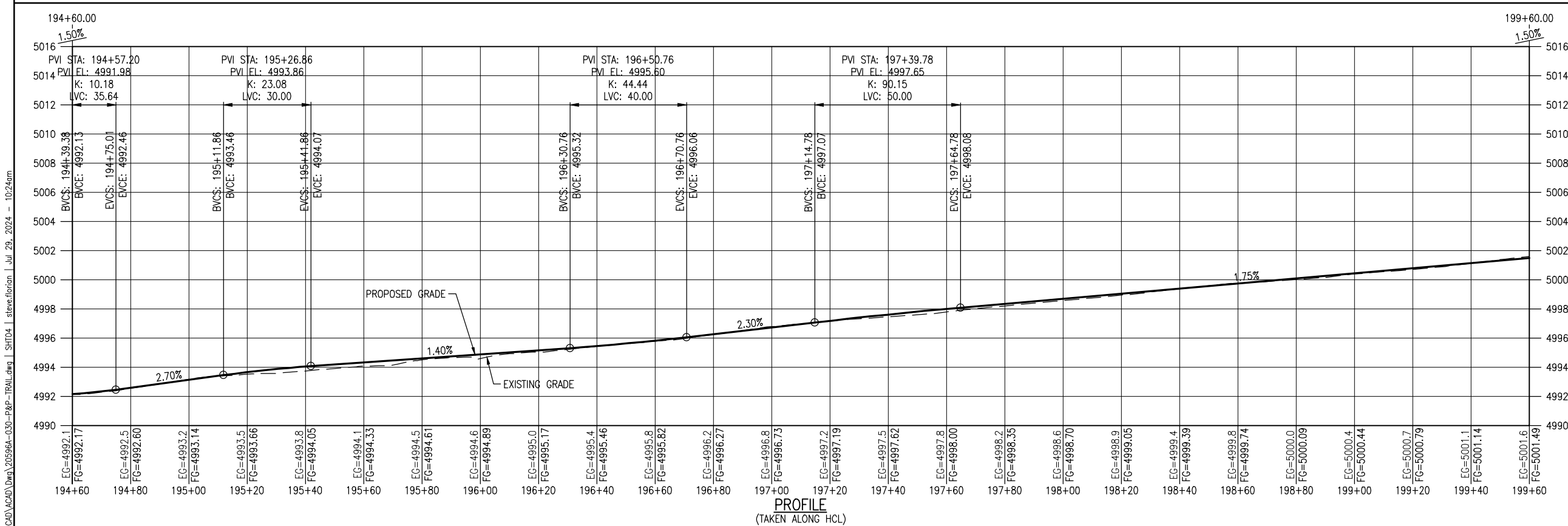
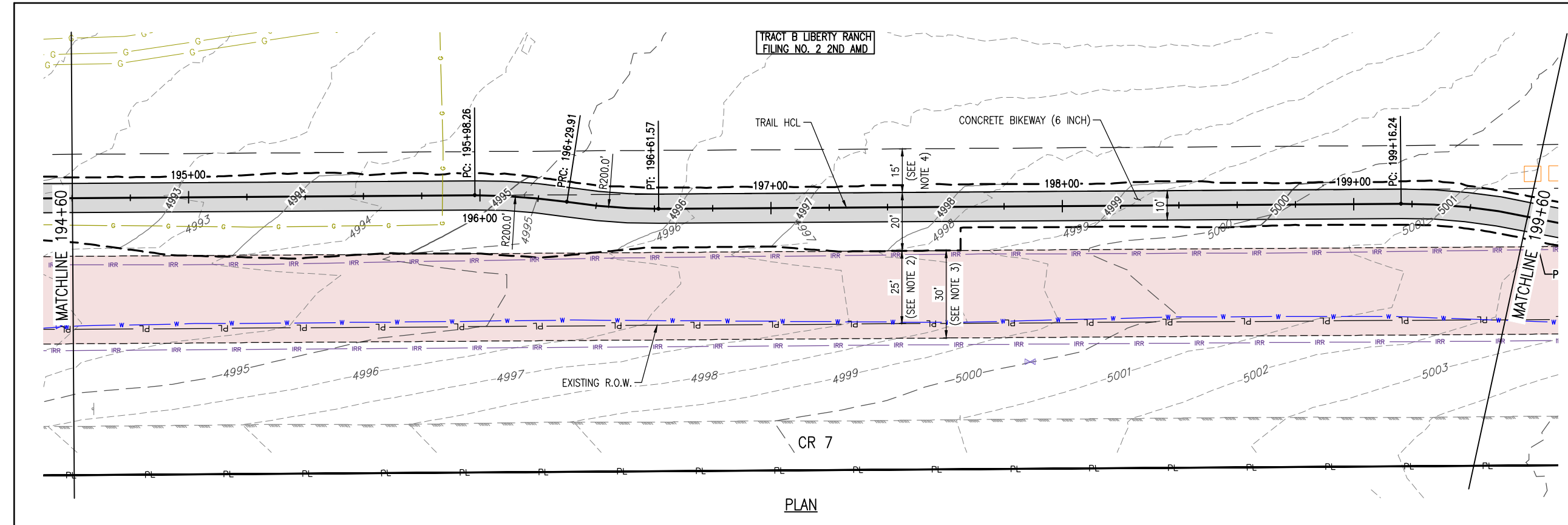
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PROJECT: 20596A-030-P&P-TRAIL.dwg | SHT03 | Steve Florion | Jul 29, 2024 | 10:24am

All seals for this set of drawings are applied to the cover page(s)	Print Date: Jul 29, 2024		Sheet Revisions				Colorado Department of Transportation  1420 Second Street Greeley, CO 80631 Region 4	As Constructed		CO 66 GRADE SEPARATED CROSSING AT CR 7 TRAIL PLAN & PROFILE (189+60.00 TO 194+60.00)			Project No./Code		
	File Name: 20596A-030-P&P-TRAIL.dwg		Date:	Comments	Init.			No Revisions:					TAP M870-006		
	Horiz. Scale: Vert. Scale:							Revised:		Designer: B. Zaugg		Structure		23383	
								Void:		Detailer: M. Cunningham		Numbers			
										Sheet Subset: TRAILP&P		Subset Sheets: 3 of 11		Sheet Number	

EXHIBIT B



LEGEND

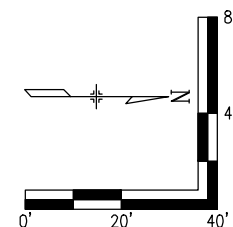
- X REMOVAL OF TREE
- PROPOSED GRADING
- CATCH/FILL LINE
- EXISTING CONTOURS

NOTES:

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X.XX ← TRAIL X-SLOPE % (LOOKING AHEAD STATION)
ME%=MATCH EXISTING



PROJECT: 20596A-030-P&P-TRAIL.dwg | SHTD4 | Steve Florion | Jul. 29, 2024 - 10:24am

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File Name: 20596A-030-P&P-TRAIL.dwg
Horiz. Scale: Vert. Scale:



Sheet Revisions

Date:	Comments	Init.



Colorado Department of Transportation
Region 4
1420 Second Street
Greeley, CO 80631

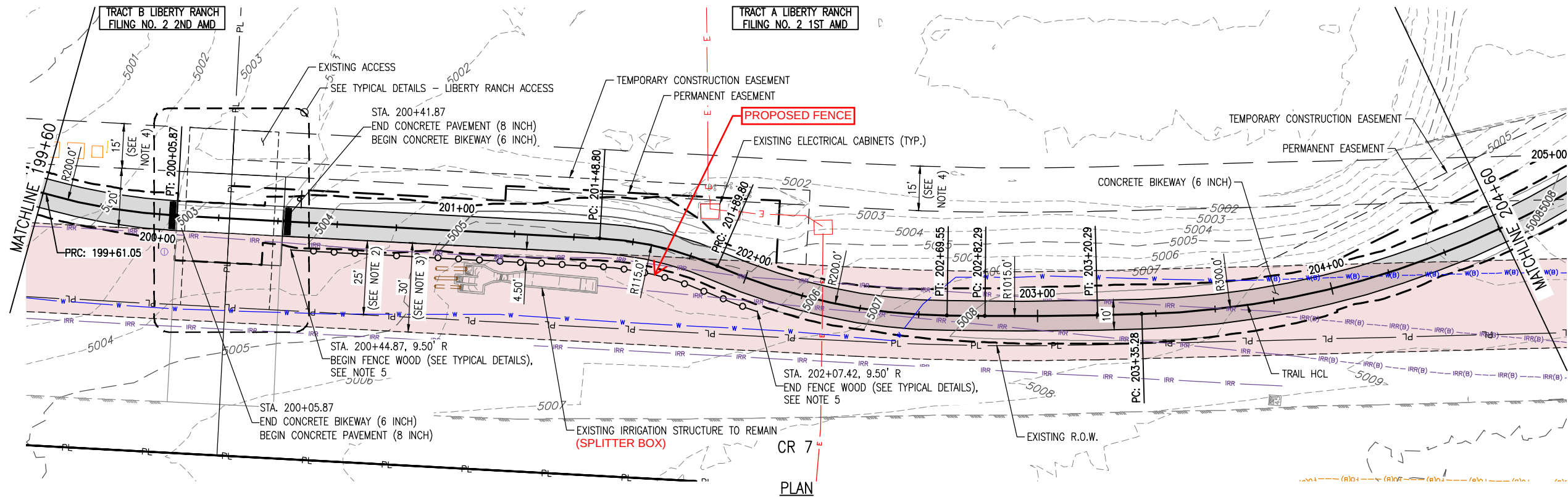
As Constructed
No Revisions:
Revised:
Void:

CO 66 GRADE SEPARATED CROSSING AT CR 7
TRAIL PLAN & PROFILE
(194+60.00 TO 199+60.00)

Designer: B. Zaugg	Structure Numbers
Detailer: M. Cunningham	
Sheet Subset: TRAILP&P	Subset Sheets: 4 of 11

Project No./Code
TAP M870-006
23383
Sheet Number

EXHIBIT B



LEGEND

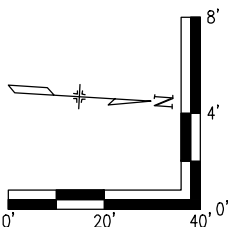
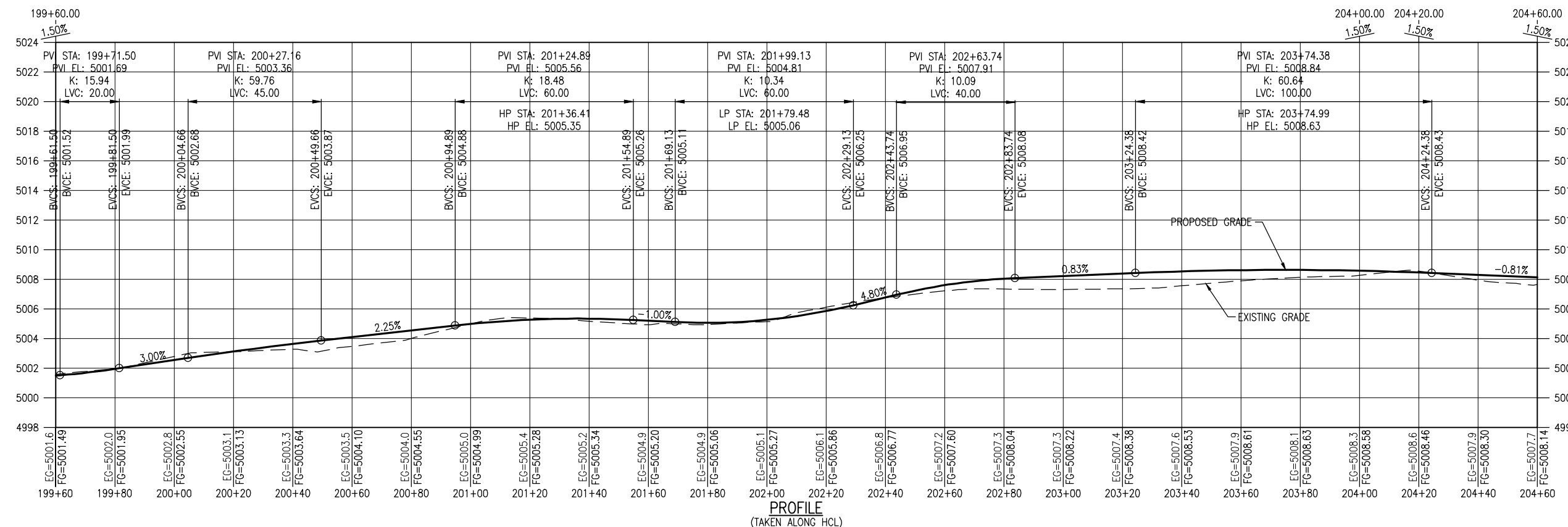
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- PROPOSED GRADING
- CATCH/FILL LINE
- EXISTING CONTOURS

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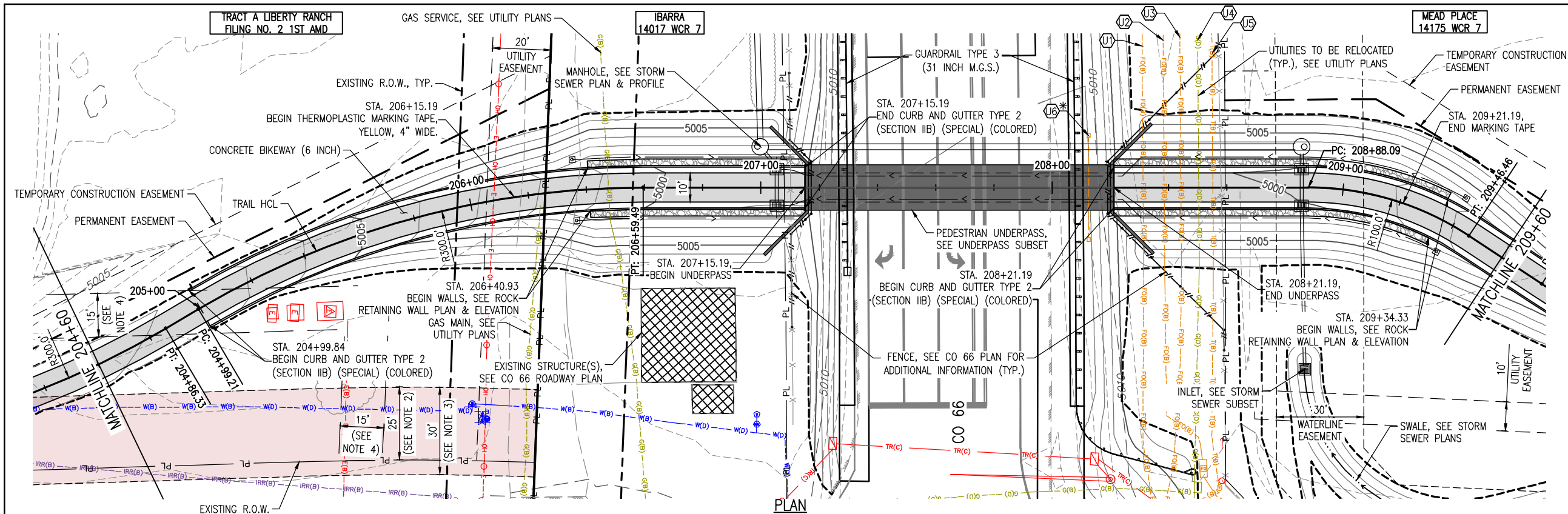
CROSS SLOPE DIAGRAM

- X+XX.XX ← HCL STATION
- X.XX ← TRAIL X-SLOPE %
(LOOKING AHEAD STATION)
- MEZ=MATCH EXISTING



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EXHIBIT B



LEGEND

- X REMOVAL OF TREE
- PROPOSED GRADING CATCH/FILL LINE
- EXISTING CONTOURS

NOTES:

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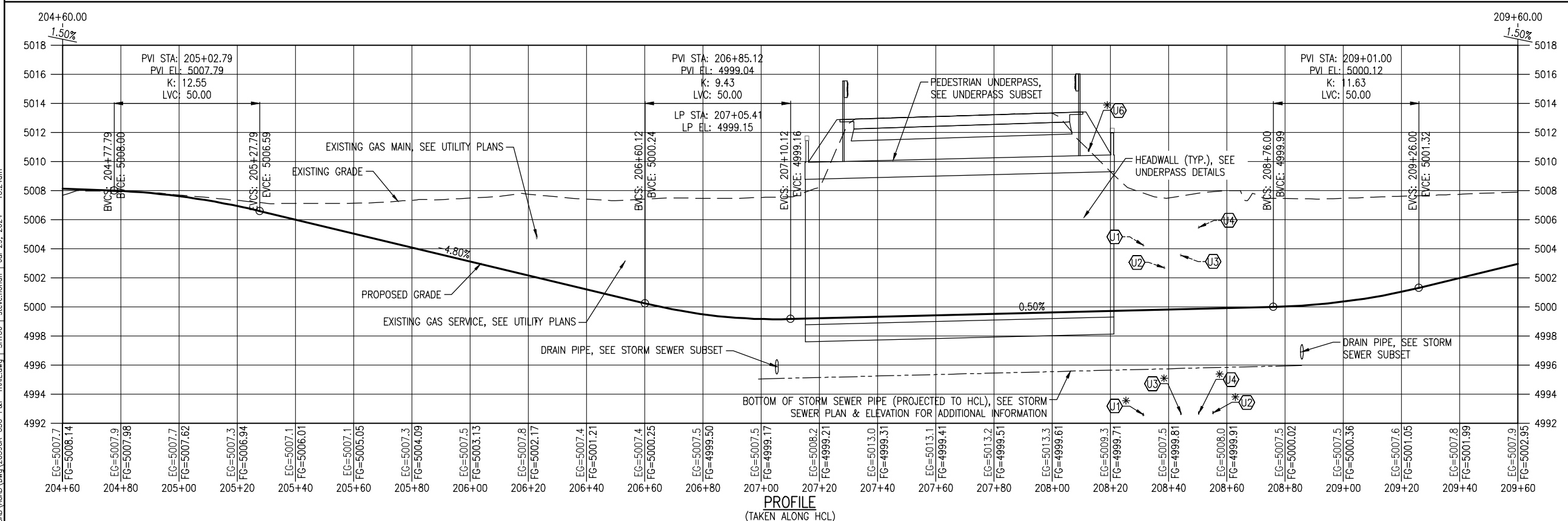
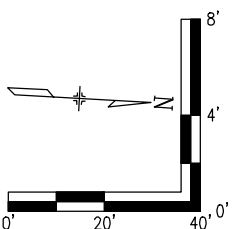
CROSS SLOPE DIAGRAM

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X.XX ← TRAIL X-SLOPE % (LOOKING AHEAD STATION)
ME% = MATCH EXISTING

UTILITY KEY:

NOTE: SEE SUBSURFACE UTILITY ENGINEERING INSPECTION PLANS & UTILITY PLAN FOR ADDITIONAL INFORMATION.

- U1 UNITE PRIVATE NETWORKS
- U2 LUMEN (FORMALLY CENTURY LINK)
- U3 TDS TELECOM
- U4 XCEL ENERGY
- U5 LUMEN (FORMALLY CENTURY LINK), LINE IS CUT AND WAS NOT LOCATED
- U6 CDOT FIBER - 2-2" SCH 80 PVC CONDUITS
- *UN RELOCATED OR NEW UTILITY



PROJECT\20596A\04 CAD\ACAD\DWG\20596A-030-P&P-TRAIL.dwg | SHT06 | Steve Floran | Jul. 29, 2024 | 10:24am

All seals for this set of drawings are applied to the cover page(s)

Print Date: Jul 29, 2024
File Name: 20596A-030-P&P-TRAIL.dwg
Horiz. Scale: Vert. Scale:



Sheet Revisions

Date:	Comments	Init.



Colorado Department of Transportation
1420 Second Street
Greeley, CO 80631
Region 4

As Constructed

No Revisions:

Revised:

Void:

CO 66 GRADE SEPARATED CROSSING AT CR 7
TRAIL PLAN & PROFILE
UNDERPASS (204+60.00 TO 209+60.00)

Designer: B. Zaugg
Detailer: M. Cunningham
Sheet Subset: TRAILP&P
Structure Numbers:
Subset Sheets: 6 of 11

Project No./Code

TAP M870-006

23383

Sheet Number



Agenda Item Summary

MEETING DATE: August 26, 2024

SUBJECT: **Resolution No. 65-R-2024** - A Resolution of the Town of Mead, Colorado, Consenting to that Certain Assignment and Assumption of Subdivision Improvement Agreement (Mead Place, Amendment No. 1)

PRESENTED BY: Marcus McAskin, Town Attorney

SUMMARY

The Town of Mead (“Town”) and Equinox Mead LLC (“Assignor”) are parties to that certain Subdivision Improvement Agreement for Mead Place, Amendment No. 1 dated October 23, 2023 regarding the Mead Place subdivision (the “SIA”). The SIA was recorded on October 25, 2023 at Reception No. 4927623 in the Weld County property records. The Assignor desires to assign all of Assignor’s rights, duties, obligations, liabilities, responsibilities, and benefits as established in the SIA to a related entity, specifically Equinox Development LLC, a Colorado limited liability company (“Assignee”).

Section XVI.B. of the SIA provides that the SIA may not be assigned or delegated by the Assignor without the written consent of the Town, and that any proposed assignment shall not be effective unless approved by resolution of the Board of Trustees (the “Board”). The Assignor and Assignee have executed that certain Assignment and Assumption of Subdivision Improvement Agreement (the “Assignment”) and have requested the Board’s approval of the Assignment. A copy of the Assignment is attached to this *Agenda Item Summary* for reference.

Resolution No. 65-R-2024 (the “Resolution”): (a) approves the Assignment; (b) authorizes the Town Attorney in cooperation with the Town Manager to make non-material changes to the Assignment that do not increase the Town’s obligations; (c) authorizes the Town Manager to execute the acknowledgment signature block set forth in the Assignment on behalf of the Town; and (d) authorizes the Town Manager or designee to deliver a copy of the Town’s executed original acknowledgement signature page to Land Title Guarantee Company, Cherry Creek branch (attn: Charles Ottinger), file number 25211013.

Conditioned on approval of the Resolution by the Board, the Town Manager will be authorized to cause a copy of the Town’s executed original signature page to Land Title Guarantee Company (LTGC).

The Resolution also authorizes LTGC to record the fully executed Assignment in the Weld County real property records. If the recording of the Assignment has not occurred prior to Tuesday, December 31, 2024, the Resolution will automatically terminate and the Town’s consent to assignment of the SIA evidenced by the Resolution will be of no further force or effect.

FINANCIAL CONSIDERATIONS

There are no financial impacts to the Town relative to this proposal.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends approval of the Resolution. A motion to approve the August 26th consent agenda will approve the Resolution (and will authorize the Town Manager to execute the acknowledgment signature block set forth in the Assignment on behalf of the Town).

If this item is pulled off of the consent agenda for discussion, Town staff recommends the following motion:

Suggested Motion:

“I move to adopt Resolution No. 65-R-2024, a Resolution of the Town of Mead, Colorado, Consenting to that Certain Assignment and Assumption of Subdivision Improvement Agreement (Mead Place, Amendment No. 1.”

ATTACHMENTS

Resolution No. 65-R-2024
Assignment and Assumption of Subdivision Improvement Agreement

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 65-R-2024**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO,
CONSENTING TO THAT CERTAIN ASSIGNMENT AND ASSUMPTION OF
SUBDIVISION IMPROVEMENT AGREEMENT (MEAD PLACE,
AMENDMENT NO. 1)**

WHEREAS, Equinox Mead LLC, a Colorado limited liability company (“Assignor”) is the current record owner of certain property included within the boundaries Mead Place, Amendment No. 1 final plat (the “Subject Property”); and

WHEREAS, the Town of Mead (the “Town”) and Assignor are parties to that certain Subdivision Improvement Agreement for the Subject Property dated October 23, 2023 and recorded in the official records of Weld County, Colorado on October 25, 2023 at Reception No. 4927623 (the “SIA”); and

WHEREAS, Assignor desires to assign all of Assignor’s rights, duties, obligations, liabilities, responsibilities, and benefits as established in the SIA to a related entity, specifically Equinox Development LLC, a Colorado limited liability company (“Assignee”); and

WHEREAS, Section XVI.B. of the SIA provides that the SIA may not be assigned or delegated by the Assignor without the written consent of the Town, and that any proposed assignment shall not be effective unless approved by resolution of the Board of Trustees (the “Board”); and

WHEREAS, Assignor and Assignee have executed that certain Assignment and Assumption of Subdivision Improvement Agreement (the “Assignment”), a copy of which is on file with the Town Clerk, and have requested that the Town consent to the Assignment; and

WHEREAS, the Board desires to:

- (a) approve the Assignment;
- (b) authorize the Town Attorney in cooperation with the Town Manager to make non-material changes to the Assignment that do not increase the Town’s obligations;
- (c) authorize the Town Manager to execute the acknowledgment signature block set forth in the Assignment on behalf of the Town; and
- (d) authorize the Town Manager or designee to deliver a copy of the Town’s executed original acknowledgement signature page to Land Title Guarantee Company, Cherry Creek branch (attn: Charles Ottinger), file number 25211013.

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

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

Section 2. The Board of Trustees hereby: (a) approves the Assignment of the SIA in substantially the same form as is on file with the Town Clerk; (b) authorizes the Town Attorney in cooperation with the Town Manager to make non-material changes to the Assignment that do not increase the Town's obligations; (c) authorizes the Town Manager to execute the acknowledgment signature block set forth in the Assignment on behalf of the Town; and (d) authorizes the Town Manager or designee to deliver a copy of the Town's executed original acknowledgement signature page to Land Title Guarantee Company (LTGC), Cherry Creek branch (attn: Charles Ottinger), file number 25211013.

Section 3. The Board of Trustees also authorizes LTGC to record the fully executed Assignment in the Weld County real property records. If the recording of the Assignment has not occurred prior to Tuesday, December 31, 2024, this Resolution shall automatically terminate and the Town consent to assignment of the SIA evidenced by this Resolution shall be of no further force or effective.

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 26TH DAY OF AUGUST, 2024.

ATTEST:

TOWN OF MEAD:

By: _____
Marisol Herman, Deputy Town Clerk

By: _____
Colleen G. Whitlow, Mayor

ASSIGNMENT AND ASSUMPTION OF SUBDIVISION IMPROVEMENT AGREEMENT

This **ASSIGNMENT AND ASSUMPTION OF SUBDIVISION IMPROVEMENT AGREEMENT** (this “Assignment”) is made by and between **EQUINOX MEAD LLC**, a Colorado limited liability company (“Assignor”), having an address of 10450 E. 159th Ct, Brighton, CO 80602, and **EQUINOX DEVELOPMENT LLC**, a Colorado limited liability company (“Assignee”), having an address of 10450 E. 159th Ct, Brighton, CO 80602, and shall be effective on the date of mutual execution of this Assignment by the parties and following the date that the Board of Trustees of the Town of Mead has approved this Assignment by Resolution and the Town Manager has executed the acknowledge signature block on this Assignment set forth below (“Effective Date”).

W I T N E S S E T H:

A. Assignor and the Town of Mead, a Colorado municipal corporation (the “Town”) entered into that certain Subdivision Improvement Agreement dated October 23, 2023 and recorded in the official records of Weld County, Colorado (the “Official Records”) on October 25, 2023 at Reception No. 4927623, concerning that certain tract or parcel of land more particularly described on **Exhibit A**, attached hereto and made a part hereof for all purposes (the “SIA”).

B. Assignor desires to assign to Assignee and its successors and assigns, all of Assignor’s rights, duties, obligations, liabilities, responsibilities, and benefits as established in the SIA, and Assignee is willing to assume all such rights, duties, obligations, liabilities, responsibilities, and benefits, pursuant to the terms and conditions of this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment and Assumption. As of the Effective Date, Assignor hereby irrevocably assigns, sets over, transfers and conveys to Assignee all of Assignor’s rights, duties, obligations, liabilities, responsibilities, and benefits established in the SIA. Assignee hereby expressly accepts this Assignment and assumes, for itself and its successors and assigns, all of Assignor’s rights, duties, obligations, liabilities, responsibilities, and benefits, fixed and contingent, under the SIA. Assignee agrees to (a) be fully bound by all of the terms, covenants, agreements, provisions, conditions, obligations and liability of Assignor with respect to the SIA, and (b) keep, perform and observe all of such covenants and conditions under the SIA to be kept, performed and observed. As of the Effective Date, Assignor is hereby released from any and all duties, obligations, liabilities, covenants, conditions, agreements, provisions, and responsibilities established and imposed by the SIA.

2. Indemnification. Assignee hereby agrees to indemnify, protect, defend and hold Assignor harmless for, from and against and any all claims, demands, liabilities, losses, costs, damages or expenses (including, without limitation, reasonable attorneys’ fees and costs) arising out of or resulting from or in connection with any obligation, breach or default by Assignee with respect to the SIA on and after the Effective Date. Assignor hereby agrees to indemnify, protect, defend and hold Assignee harmless for, from and against and any all claims, demands, liabilities,

losses, costs, damages or expenses (including, without limitation, reasonable attorneys' fees and costs) arising out of or resulting from or in connection with any obligation, breach or default by Assignor with respect to the SIA accruing prior to the Effective Date.

3. General Provisions.

a. Successors. This Assignment shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

b. Counterparts. This Assignment may be executed in as many counterparts as may be deemed necessary and convenient, and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument.

c. Governing Law. This Assignment and the legal relations between the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of Colorado, without reference to the conflict of law provisions thereof.

d. Attorneys' Fees. If any action or proceeding is commenced by either party to enforce its rights under this Assignment, then in addition to any damages awarded, the substantially prevailing party in such action or proceeding shall be awarded all reasonable costs and expense incurred in such action or proceeding, including reasonable attorneys' fees and costs, in addition to any other relief awarded by the court.

e. Recording. This Assignment shall be recorded with the Weld County Clerk and Recorder in the Official Records.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date(s) set forth below, to be effective as of the Effective Date.

[signature pages follow].

[Assignor signature page – Assignment and Assumption of Subdivision Improvement Agreement].

ASSIGNOR:

EQUINOX MEAD LLC, a Colorado limited liability company

By: 

Name: GEORGE R. HANLON, JR.

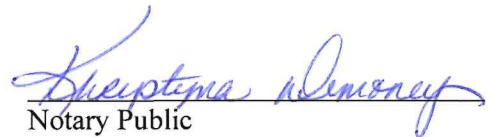
Title: MANAGER

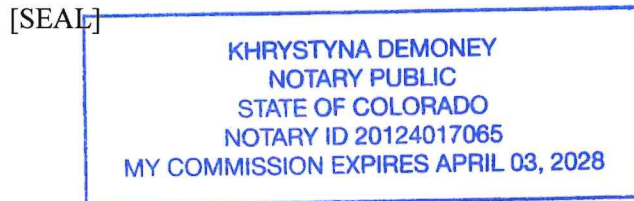
STATE OF COLORADO)
) ss.
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me this 16th day of AUGUST, 2024, by GEORGE HANLON as MANAGER of **Equinox Mead LLC**, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 4/3/2028


Notary Public



[Assignee signature page – Assignment and Assumption of Subdivision Improvement Agreement].

ASSIGNEE:

EQUINOX DEVELOPMENT LLC, a Colorado limited liability company

By: *Don Summers*

Name: *Don Summers*

Title: *Manager*

STATE OF COLORADO)
) ss.
COUNTY OF *ADAMS*)

The foregoing instrument was acknowledged before me this *16th* day of *August*, 2024, by *DON SUMMERS* as *MANAGER* of **Equinox Development LLC**, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: *4/3/2028*

Khrystyna Demoney
Notary Public

[SEAL]

KHRYSTYNA DEMONEY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20124017065
MY COMMISSION EXPIRES APRIL 03, 2028

ACKNOWLEDGMENT:

TOWN OF MEAD, COLORADO

Helen Migchelbrink, Town Manager.
authorized by Resolution No.65-R-2024/

Date: _____, 2024

ATTEST:

Mary E. Strutt, MMC, Town Clerk

ACKNOWLEDGED AND AGREED:

METRO DISTRICTS:

MEAD PLACE METROPOLITAN DISTRICT NOS.

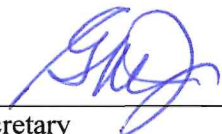
1 – 12

By:


President

Name printed: Don Summers

ATTEST:


Secretary

Name printed: GEORGE R. HANSON, JR

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

OUTLOTS A, B AND C, MEAD PLACE, COUNTY OF WELD, STATE OF COLORADO, AS DESCRIBED ON THE MEAD PLACE FINAL PLAT, RECORDED WITH THE WELD COUNTY CLERK & RECORDER ON DECEMBER 3, 2015 AT RECEPTION NO. 4162823.



Agenda Item Summary

MEETING DATE: August 26, 2024

SUBJECT: **Resolution No. 66-R-2024** – A Resolution of the Town of Mead, Colorado, Referring a Ballot Issue to the Registered Electors of the Town of Mead at the November 5, 2024 Election, Regarding Increasing the Local Sales and Use Tax from 3% to 4% to Fund Public Safety, Including Additional Police Officers and Equipment and Increased Community Policing

PRESENTED BY: Marcus McAskin, Town Attorney

Mary Strutt, Administrative Services Director / Town Clerk

SUMMARY

The attached Resolution, if adopted by the Board of Trustees, will refer a ballot issue regarding increasing the sales and use tax to Town voters at the November 5, 2024 coordinated election.

If approved by voters, the revenue generated by the one percent (1%) increase in the Town's sales and use tax (the total sales and use tax rate would increase from 3% to 4%), will be retained in a segregated account and used only to fund public safety. Anticipated public safety-related expenditures include additional police officers and equipment; additional school resource officers; police/public safety facilities and increased community policing efforts.

The Board of Trustees has solicited public input into the proposed tax increase for public safety. In addition to a survey which was conducted this spring, mailers and social media encouraged residents to attend Board meetings, Coffee with the Mayor, and Meet, Greet and Eat events with the Board of Trustees to discuss the public safety funding issue.

The full text of the proposed ballot issue is set forth in Resolution 66-R-2024 (the "Resolution").

FINANCIAL CONSIDERATIONS

Conditioned on approval by Town voters, the additional revenues generated by the additional one percent (1%) sales and use tax will be utilized by the Town solely for the public safety-related related expenditures referenced in the ballot issue. These revenues will defray some, but not all, of the annual costs associated with providing public safety services in the Town of Mead including but not limited to: hiring additional police officers and school resource officers, providing appropriate facilities and equipment for the officers, and increasing community policing efforts.

This tax will be collected in the same manner as the Town's current sales and use tax collections - mainly by the State of Colorado Department of Revenue through the SUTS system.

The amount that Mead budgets for police expenditures has increased each year since the establishment of the Mead Police Department in 2017. From its inception, the Department committed to providing a 24/7 Police Department with a community policing philosophy. Today the Department includes 16

sworn members: 10 officers who work three rotating shifts, two full-time School Resource officers, two sergeants and two administrators. The 2024 budget includes over \$2.5M in police expenditures for salaries, equipment, and other basic needs. The Department continues to face increasing operational and training mandates from the state; increased costs of insurance and other basic overhead; the need for designated space for training, evidence storage, interview rooms and holding cells; and additional resources to expand community policing initiatives.

An increase in the sales and use tax from 3% to 4% would provide a projected \$1.8 - \$1.9M in revenue in the first full fiscal year (2025) and a continued designated revenue stream in future years to offset the public safety-related costs for the Mead Police Department.

The ballot issue set forth in the Resolution includes a first full fiscal year estimate of \$2.0M, which is just in excess of 10% above \$1.8M estimate. This number has been selected in order to minimize the likelihood of any revenue scenario under TABOR.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends the Board of Trustees approve the Resolution.

A motion to approve the August 26, 2024, consent agenda will approve the Resolution. If this item is pulled off the consent for further discussion or questions, Staff recommends the following motion:

Suggested Motion:

“I move to adopt Resolution No. 66-R-2024 - A Resolution of the Town of Mead, Colorado, referring a ballot issue to the registered electors of the Town of Mead at the November 5, 2024 election, regarding increasing the local sales and use tax from 3% to 4% to fund public safety, including additional police officers and equipment and increased community policing.”

ATTACHMENTS

Resolution No. 66-R-2024

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 66-R-2024**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, REFERRING A
BALLOT ISSUE TO THE REGISTERED ELECTORS OF THE TOWN OF MEAD
AT THE NOVEMBER 5, 2024 ELECTION, REGARDING INCREASING THE
LOCAL SALES AND USE TAX FROM 3% TO 4% TO FUND PUBLIC SAFETY,
INCLUDING ADDITIONAL POLICE OFFICERS AND EQUIPMENT AND
INCREASED COMMUNITY POLICING**

WHEREAS, the Town of Mead (the “Town”), is a Colorado statutory town duly organized and existing under the laws of the State of Colorado; and

WHEREAS, the Board of Trustees desires to provide additional Town funding for public safety; and

WHEREAS, it is proper to submit to the Town’s voters a ballot issue to allow the voters to determine whether they desire to fund public safety, including additional school resource officers and additional community policing efforts, through a proposed one percent (1%) increase in the Town’s sales and use tax; and

WHEREAS, the Board of Trustees has determined to submit the ballot issue at the November 5, 2024 coordinated election, which ballot issue will include language setting forth that the revenues generated by the proposed 1% sales and use tax increase shall be retained in a segregated account separate from all other Town financial accounts and shall be used only to pay for support of the Mead Police Department; and

WHEREAS, the Town will be conducting a regular election on November 5, 2024, which regular election shall be conducted as a coordinated election with Weld County pursuant to the Uniform Election Code of 1992, as amended.

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 approves and refers the following ballot issue for submission to the voters to appear on the ballot for the November 5, 2024 coordinated regular election:

“Town of Mead Ballot Issue ____:

SHALL THE TOWN OF MEAD TAXES BE INCREASED NOT MORE THAN \$2,000,000 (TWO MILLION DOLLARS) ANNUALLY IN THE FIRST FISCAL YEAR OF COLLECTIONS (2025) AND BY WHATEVER AMOUNTS AS ARE RAISED ANNUALLY THEREAFTER BY AN ADDITIONAL SALES AND USE TAX OF ONE PERCENT (1%) (OR AN INCREASE OF APPROXIMATELY TEN CENTS PER TEN DOLLARS SPENT), COMMENCING JANUARY 1, 2025 TO FUND PUBLIC SAFETY, INCLUDING

- ADDITIONAL POLICE OFFICERS AND EQUIPMENT

- ADDITIONAL SCHOOL RESOURCE OFFICERS
- POLICE/PUBLIC SAFETY FACILITIES
- INCREASED COMMUNITY POLICING

AND SHALL THE TAX REVENUES COLLECTED:

- BE RETAINED IN A SEGREGATED ACCOUNT SEPARATE FROM ALL OTHER TOWN FINANCIAL ACCOUNTS, AND
- BE USED ONLY TO PAY FOR PUBLIC SAFETY IN THE TOWN OF MEAD AND NEVER BE TRANSFERRED INTO THE TOWN GENERAL FUND OR USED FOR ANY PURPOSE OTHER THAN PUBLIC SAFETY,

WITH ALL TAX REVENUES AND INVESTMENT EARNINGS THEREON TO BE COLLECTED, RETAINED, AND SPENT AS A VOTER-APPROVED REVENUE CHANGE PURSUANT TO ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

Yes/For _____
No/Against _____”

Section 2. This Resolution shall serve to set the title and content for the ballot issue set forth herein and the ballot title for such issue shall be the text of the issue itself.

Section 3. The Town Clerk is authorized to correct typographical errors and omissions and to cause to be entered into any blanks of the ballot issue the appropriate ballot issue number or letter upon designation of the ballot number or letter by the appropriate election official. The Town Clerk shall certify the ballot content for the coordinated general election, including the ballot issue set forth above to the Weld County Clerk no later than 60 days before the election, pursuant to C.R.S. § 1-5-203(3)(a).

Section 4. The Town Manager, Town Attorney and Town Clerk are hereby authorized and directed to take all necessary and appropriate action to effectuate the provisions of this Resolution including the taking of all reasonable and necessary action to cause such approved ballot issue to be printed and placed on the ballot for the coordinated election.

Section 5. Effective Date. This resolution shall become effective immediately upon adoption.

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

Section 7. 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 26TH DAY OF AUGUST, 2024.

ATTEST:

TOWN OF MEAD:

By: _____
Marisol Herman, Deputy Town Clerk

By: _____
Colleen G. Whitlow, Mayor



Agenda Item Summary

MEETING DATE: August 26, 2024

SUBJECT: **Resolution No. 67-R-2024** – A Resolution of the Town of Mead, Colorado, Referring an Advisory Ballot Question to the Registered Electors of the Town of Mead at the November 5, 2024 Election, regarding Medical and Retail Marijuana Businesses

PRESENTED BY: Marcus McAskin, Town Attorney

Mary Strutt, Administrative Services Director / Town Clerk

SUMMARY

On June 10, 2024, the Board of Trustees reviewed a draft citizens' initiative presented by Autumn Todd and David Wilczynski ("petitioners") aimed at placing a question on the November 5, 2024 ballot which would allow retail and medical marijuana in the Town of Mead. The Board discussed Mead's current prohibition of recreational and medical sales and cultivation, the initiated ordinance as drafted by the petitioners, and other potential regulations including appropriate time, place and manner restrictions. The Board directed staff to draft ballot language for referral to the residents of Mead at the November 5, 2024 coordinated election regarding allowing marijuana businesses in Mead, subject to and commencing upon the adoption of local regulations by the Board of Trustees. Based on the Board's decision to place an advisory ballot question on the November ballot, the petitioners elected to not move forward with finalizing the initiative petition or circulating same for signatures.

The full text of the advisory ballot question is set forth in Resolution No. 67-R-2024 (the "Resolution").

The Resolution refers the advisory ballot question to Mead voters at the November 5, 2024 coordinated election. If the question is approved by voters, Town staff will commence work on drafting proposed local regulations for marijuana businesses, which will establish specific time, place and manner restrictions for such businesses, and which regulations will, consistent with the specific language set forth in the ballot question, specifically:

- the regulations will prohibit the operation of marijuana businesses in the Town's historic downtown area and establish distance restrictions between marijuana businesses as authorized by state law;
- the regulations will permit the operation of marijuana businesses in a specific zoning district or geographic area to be determined, which permitted area will generally be along the I-25 corridor (for example, properties in the vicinity of the I-25 and Highway 66 interchange or similar light industrial/commercial areas); and
- the regulations will also establish licensing procedures, and application, licensing, and operating fees.

If the question is **approved** by voters, Town staff anticipates having draft regulations for the Board to review in the 1Q of 2025. Town staff’s goal would be to work with the Board to finalize the regulations for adoption by the Board in the 2Q of 2025.

If the advisory question is **not approved** by voters, marijuana businesses will continue to be prohibited in Mead.

FINANCIAL CONSIDERATIONS

The cost of the coordinated election is \$1.25 / registered elector (approx. \$6,000). This expenditure is included in the 2024 budget under 01-41-5230 due to the Regular Municipal Election being conducted as a coordinated election on that date. The addition of this ballot question does not increase the cost from Weld County.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends the Board of Trustees approve the Resolution.
A motion to approve the August 26, 2024 consent agenda will approve the Resolution. If this item is pulled off the consent for further discussion or questions, Staff recommends the following motion:

Suggested Motion:

“I move to adopt Resolution No. 67-R-2024 - A Resolution of the Town of Mead, Colorado, referring an advisory ballot question to the registered electors of the Town of Mead at the November 5, 2024 election, regarding medical and retail marijuana businesses.”

ATTACHMENTS

Resolution No. 67-R-2024

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 67-R-2024**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, REFERRING AN
ADVISORY BALLOT QUESTION TO THE REGISTERED ELECTORS OF THE
TOWN OF MEAD AT THE NOVEMBER 5, 2024 ELECTION, REGARDING
MEDICAL AND RETAIL MARIJUANA BUSINESSES**

WHEREAS, the Town of Mead (the “Town”), is a Colorado statutory town duly organized and existing under the laws of the State of Colorado and is authorized by law to submit an advisory ballot question to Town voters regarding whether the Town should authorize the operation and licensing of a limited number of medical and retail marijuana businesses within the Town in accordance with Colorado law; and

WHEREAS, the Board of Trustees has determined to submit the advisory ballot question at the November 5, 2024 coordinated election; and

WHEREAS, the Town will be conducting a regular election on November 5, 2024, which regular election shall be conducted as a coordinated election with Weld County pursuant to the Uniform Election Code of 1992, as amended.

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 approves and refers the following advisory ballot question for submission to the voters to appear on the ballot for the November 5, 2024 coordinated regular election:

“Town of Mead Ballot Question ____:

Shall the Town of Mead, Colorado authorize the operation and licensing of a limited number of medical and retail marijuana businesses within the Town in accordance with Colorado law, as may be amended, subject to and commencing upon the adoption of local regulations, which will establish specific time, place, and manner restrictions for such businesses and which regulations will also:

- prohibit the operation of marijuana businesses in the Town’s historic downtown area and establish distance restrictions between marijuana businesses as authorized by state law;
- permit the operation of marijuana businesses in a specific zoning district or geographic area to be determined, which permitted area will generally be along the I-25 corridor (for example, properties in the vicinity of the I-25 and Highway 66 interchange or similar light industrial/commercial areas); and
- establish licensing procedures, standards, and application, licensing, and operating fees?

Yes/For ____
No/Against ____”

Section 2. This Resolution shall serve to set the title and content for the ballot question set forth herein and the ballot title for such advisory question shall be the text of the question itself.

Section 3. The Town Clerk is authorized to correct typographical errors and omissions and to cause to be entered into any blanks of the ballot question the appropriate ballot question number or letter upon designation of the ballot number or letter by the appropriate election official. The Town Clerk shall certify the ballot content for the coordinated general election, including the ballot question set forth above to the Weld County Clerk no later than 60 days before the election, pursuant to C.R.S. § 1-5-203(3)(a).

Section 4. The Town Manager, Town Attorney and Town Clerk are hereby authorized and directed to take all necessary and appropriate action to effectuate the provisions of this Resolution including the taking of all reasonable and necessary action to cause such approved ballot question to be printed and placed on the ballot for the coordinated election.

Section 5. Effective Date. This resolution shall become effective immediately upon adoption.

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

Section 7. 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 26TH DAY OF AUGUST, 2024.

ATTEST:

TOWN OF MEAD:

By: _____
Marisol Herman, Deputy Town Clerk

By: _____
Colleen G. Whitlow, Mayor