



BOARD OF TRUSTEES

441 3rd Street, Mead
Monday, January 30, 2023

AGENDA

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

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

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

1. Call to Order – Roll Call

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

2. Moment of Silence

3. Pledge of Allegiance to the Flag

4. Review and Approve Agenda

5. Staff Report: Town Manager Report

[a.](#) Manager Report

6. Informational Items

- a. Community Engagement Update
- b. Planning Commission Discussion

7. Proclamations

[a.](#) American Heart Month February 2023

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

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

[a.](#) Approval of Minutes - Regular Meeting January 9, 2023

[b.](#) December 2022 Preliminary Financial Statements

[c.](#) Check Register January 30, 2023

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

- e. **Resolution No. 02-GID-R-2023** - A Resolution of the Town of Mead Elevation 25 General Improvement District (GID) Board of Directors Designating the Public Place for Posting Notices of Regular and Special Meetings of the GID
- f. **Resolution No. 08-R-2023** – A Resolution of the Town of Mead, Colorado, Approving a Special Project Task Order with Otak Inc. to Perform Engineering Services for the SH66/CR7 Pedestrian Crossing Project
- g. **Resolution No. 09-R-2023** – A Resolution of The Town of Mead, Colorado, Approving Extensions of Certain Public Works-Related Professional Service Agreements (Denali Water Solutions LLC and Ramey Environmental Compliance, Inc.) for Calendar Year 2023
- h. **Resolution No. 10-R-2023** – A Resolution of The Town of Mead, Colorado, Approving Extensions of Certain Engineering-Related Professional Service Agreements (JVA, Inc., Felsburg Holt & Ullevig, Inc., Fox Tuttle Transportation Group, Michael Baker International, Inc., and InVision GIS, LLC) for Calendar Year 2023

10. Public Hearing

a. Public Hearing Sugar Beet Solar

- i. Sugar Beet Solar PUD (Planned Unit Development) Rezoning

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

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

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

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. Legislative Update

13. Elected Official Reports

- a. Town Trustees
- b. Mayor Whitlow

14. Adjournment

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

TO: Honorable Mayor and Trustees

FROM: Helen Migchelbrink, Town Manager

DATE: January 30, 2023

SUBJECT: Town Manager Report

- SVVSD Superintendent Dr. Don Haddad has been rescheduled to provide an update to the Board of Trustees on Mead schools at the February 13 regular meeting. He was originally scheduled for January 30, but the schedule had to be adjusted.
- The 2022 financial audit is tentatively scheduled for the second week of April. CliftonLarsonAllen LLP will perform the audit for the third year in a row. As a statutory town, we are required to be audited annually and submit financial reports to the State Auditing office by July 31st.
- The traffic signals installed at the Welker (WCR 34) exit off I-25 are tentatively scheduled to be operational by early February. Supply chain issues have delayed the start of the operation of the signals.
- Colorado Municipal League Annual Conference is scheduled for June 25 - 28, 2023, at Gaylord of the Rockies in Aurora.
- The Annual Community Report for 2022-2023 was completed and mailed to citizens. A copy of the report is attached.
- A security camera was installed at Lorin Mead Park at Highland Lake this week. The Police Department will be alerted if there is suspicious activity detected.
- The Town was notified of a grant award from the Department of Local Affairs in the amount of \$19,200 for the purpose of providing behavioral health services to our Police Officers.
- A Municipal Court trial scheduled for January 9th is being reset to March. The January 19th arraignment had 32 cases on the docket.
- The boardroom/courtroom in Town Hall will be undergoing renovations starting in April for approximately three months. The room will be remodeled to make important security and structural changes to better accommodate Municipal Court and Board of Trustee and Planning Commission meetings.
- Online acceptance of credit cards for business licenses applications and accounts receivable is now available. Customers may set up an account to pay online using Xpress Bill Pay.
- Key projects update:
 - 3rd and Welker Intersection – Staff met with Xcel Energy to discuss utility relocation efforts. Plans are still under review by CDOT for final approval to proceed with real estate acquisition.
 - Mead Community Center – Staff continues to advance the design of the Community Center with the architect team. Significant value-engineering cuts have been made to bring the design more into alignment with the budget.
 - SH66 Pedestrian Crossing – Staff continues negotiations with the Town’s design consultant, Otak, to finalize the contract for the pedestrian crossing design.
- YTD totals for new single family home permits:
 - 2023 YTD, 0 SF Permits, 7 Certificates of Occupancy
- Boards and Commissions
 - The Planning Commission meeting originally scheduled for January 18 was postponed due to inclement weather. The meeting was held on Wednesday, January 25 at 6 p.m.
 - The Finance Committee receives monthly updates and has no scheduled in person meetings.
- Human Resources

- The Town is advertising open positions using NeoGov recruiting platform <https://www.governmentjobs.com/careers/townofmead>
- Open positions include, Planner I/II, Maintenance Tech I/II, Events and Media Specialist and Police Admin Clerk. Interviews are underway for these open positions.

Community Development

- The Turion PUD is scheduled to appear before the Planning Commission in January and the Board of Trustees on February 13th.
- Staff is conducting research regarding parking ratios for multi-family and single-family attached residential uses and will schedule a work session with the Board early in 2023.
- Staff will soon present the conceptual master plan for the Municipal Facilities site, which is located directly east of the Liberty Ranch Park. The concept plan will present an example of how the site could potentially develop in the future.
- Staff is working on a DRCOG grant to help fund the upcoming Trails and Open Space Master Plan.
- There are two (2) small parcels that have applications for annexation into the Town's boundary. The Shiers Annexation (17790 CR 7) and the AMK Annexation (4665 CR 34). Both will be presented to the Board soon (February and March).
- Staff will begin the search for a consultant to work on the 2023 Land Use Code revisions.

Public Works and Engineering

- The new Pavement Manager started on January 23, Manny Windhorst. He is a Mead resident and comes to us with street maintenance and project management experience from the City of Las Vegas and the City and County of Denver.
- Work is underway on the box-culvert extension north of SH66 on CR7 by the Mead Place developer. This work is the precursor to the CDOT intersection improvements scheduled for fall 2023.
- Public Works staff has been diligently plowing snow from Mead streets, trails, sidewalks and parking lots and responding to citizen complaints.

Community Engagement

- Kaitlyn Newbanks has been promoted to Recreation Coordinator. Kaitlyn has been with the rec department since last May and was the site supervisor for all the Saturday leagues. Her experience in Mead Rec will be a valuable asset.
- [2022-2023 Community Summary](#) has been finalized and mailed to residents.
- ADA audio eye has been fully integrated with Town of Mead website. This is the first step in compliance with the HB21-1110 accessibility law. If you go onto the website, you'll see the person icon at the bottom right, and that allows users to modify their accessibility options to better interact and view our website.
- Older Active Adult programming has maintained a large participation rate with Meals Out and Functional Fitness. We have 20-30 older active adults in regular attendance for both programs.

Police Department

- The Mid-Monthly Report is attached.
- The department is staffed at 14 sworn personnel and interviewing for the two additional positions. The CSO candidate is nearly through the hiring process and should be starting soon. Interviews are being held for the open administrative position.
- The officer involved in the Frederick shooting on January 4, 2023, has returned to full duty.
- The two 2022 police patrol vehicles are being outfitted at FAS in Platteville. They should be delivered by mid-February.
- Officers received defensive tactics training this month.

COMMUNITY REPORT 2022-2023



RESPONSIBLE GROWTH



RELIABLE INFRASTRUCTURE



PUBLIC SAFETY



FISCAL STABILITY



CONNECTED COMMUNITY

COMMUNITY REPORT

LETTER TO THE COMMUNITY

Dear Mead residents,

We are excited to share with you the 2022-2023 Mead Community Report. As a Board, we know that the strongest community is one that is transparent, reflective, and engaged. This report provides an overview of the budget, past accomplishments, and future goals.

2022 was a big year for our community. We saw several commercial developments move forward, including the highly anticipated Agfinity. Additionally, essential town projects were completed, including the renovations of Lorin Mead Park at Highland Lake and the opening of the new Public Works Facility.

As we head into 2023, we anticipate commercial development to remain steady while residential building will slow down. We will continue to move forward with the new Community Center and expect construction to begin in 2023. The town has several transportation projects on the horizon, and we're investing in local community parks.

We are incredibly proud of what our team has accomplished this past year, and we maintain our commitment to responsible growth, reliable infrastructure, public safety, fiscal stability, and a connected community.

BOARD OF TRUSTEES



MAYOR
COLLEEN
WHITLOW



MAYOR PRO TEM
CHRIS
CARTWRIGHT



TRUSTEE
DAVID
ADAMS



TRUSTEE
DEBRA
BRODHEAD



TRUSTEE
TRISHA
HARRIS



TRUSTEE
CHRIS
PARR



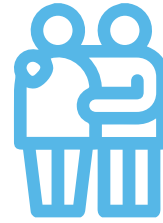
TRUSTEE
HERMAN
SCHRANZ

Our regularly scheduled Board meetings are held at Town Hall on the second and last Monday of every month. Meetings start at 6pm and are open to the public. Visit townofmead.org/meetings for more information. We would love to see you there!

DEMOGRAPHICS



Mead is located in Weld County Colorado. 2020 population: **4,743**.



The median age in Mead is **33.8** years.

With more than **12** square miles within town limits, Mead has a population density of **388** people per square mile.



Mead's population has increased by **39.30%** since in 2010.



The median household income in Mead is **\$124,793**.

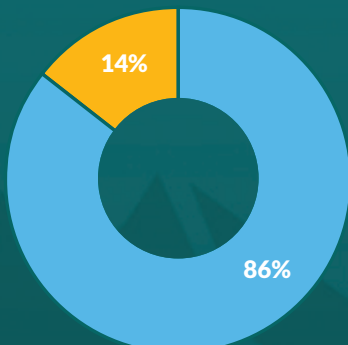
Source: U.S. Census Bureau

STREET IMPROVEMENT FUND

The Street Improvement Fund was established to collect the additional 1% sales and use tax approved by voters in November 2021. This fund can only be used for maintaining and improving the roadways in Mead. The 1% sales and use tax is collected during the year, and may be applied to the subsequent fiscal year.

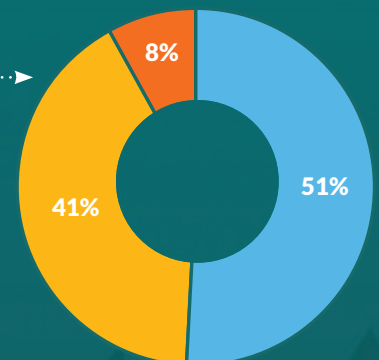
STREET IMPROVEMENT FUND REVENUES 2023

- 2023 Projected Street Improvement Revenue: \$2.47M
- 2022 Carryover Revenue: \$2.00M
- Transfer in from General Fund: \$375K



STREET IMPROVEMENT FUND EXPENDITURES 2023

- Road Work: \$4.15M
- Remaining Fund Balance: \$691K

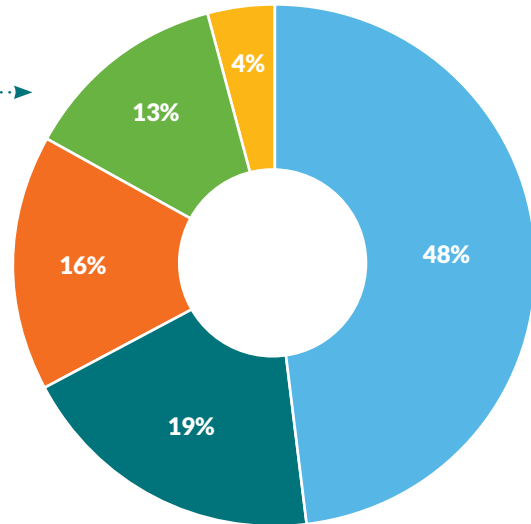


2023 BUDGET OVERVIEW

GENERAL FUND REVENUE TOTAL: \$9.16M

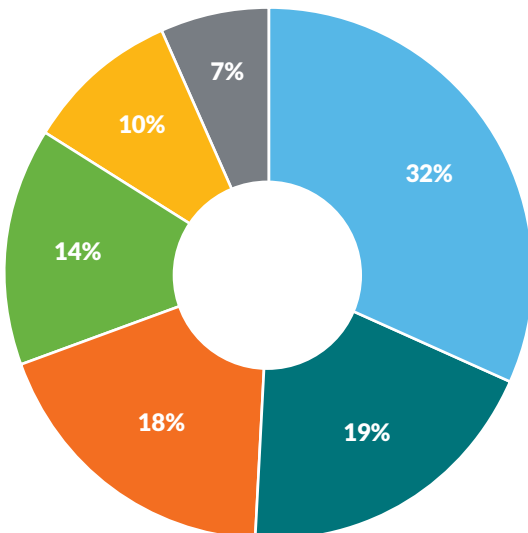
- Sales & Use Tax*: \$4.42M
- Property Tax: \$1.74M
- Other Revenue: \$1.46M
- Building & Development: \$1.16M
- Licenses & Fees: \$379K

*Does not include 1% Sales & Use Tax for street improvements.



GENERAL FUND EXPENDITURES TOTAL: \$9.16M

- Public Safety: \$2.91M
- Capital Improvement: \$1.76M
- General Government: \$1.70M
- Public Works: \$1.32M
- Community Development: \$876K
- Community Engagement: \$595K



2023 RESTRICTED FUND CAPITAL PROJECTS

- Transportation Projects: \$8.74M
- Street Improvement Fund*: \$4.15M
- Sewer Fund Expenditures: \$1.51M
- Park & Community Improvements: \$6.11M

*1% Sales & Use Tax

2023 GOALS

RESPONSIBLE GROWTH

- Trails Master Plan
- I-25 & CR 38 Interchange 1601 Process-Design
- 5-year review of Comprehensive Plan & Future Land Use Map
- Zoning of the Turion project

PUBLIC SAFETY

- Safe Routes to School
- Board and Courtroom Remodel
- Police Department building modifications
- Community Policing strategy

RELIABLE INFRASTRUCTURE

- 3rd and Welker Intersection Improvement Project
- Design WCR 7 and SH 66 pedestrian crossing
- Downtown alley and parking lot improvements
- Park and playground improvements

FISCAL STABILITY

- Emergency Management Training
- 5-year Capital Improvement Plan
- New grant opportunities
- Innovative Process Improvements

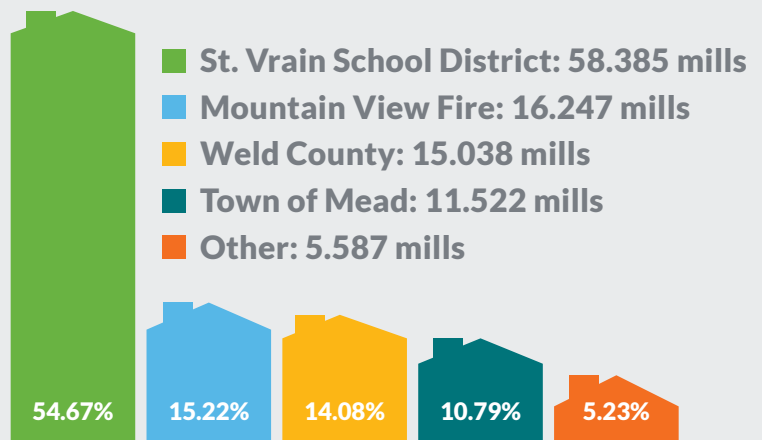
CONNECTED COMMUNITY

- Construction of Community Center
- Additional Built for Mead outreach
- Gold Star Memorial
- Continuation of Wayfinding Signage



PROPERTY TAX AND MILL RATES

Property tax is based on the property's assessed value; Weld County assesses property values at least every two years. The Town of Mead's mill levy is **11.52**, and the average net mill levy for a non-metro district property is **106.78**.



2022 HIGHLIGHTS



RESPONSIBLE GROWTH

Agfinity broke ground to mark the start of their new Mead Convenience Store construction project on Wednesday, May 25, 2022. The location will include retail space, a car wash, a Cenex® branded fuel station, and select cooperative services and products. Agfinity is a key part of the greater effort to connect our community and a major step in stimulating next-level economic development in Mead. Through collaborative efforts with the Town of Mead and Agfinity business partners, the convenience store is on track to be operational Spring of 2023.



ADDITIONAL SUCCESSES:

- QuikTrip Groundbreaking
- Access 25 - Home Depot Grand Opening
- Elevation 25 Groundbreaking



RELIABLE INFRASTRUCTURE

The new Public Works Facility is officially open and fully operational. It's home to both engineering and public works staff and includes office space, a maintenance shop, locker rooms, and a training room. It better serves the community by enabling the Town to consolidate equipment, manpower, and materials.



ADDITIONAL SUCCESSES:

- Updated Pavement Management Program
- Undergrounding of utilities at 3rd Street and Welker
- Acquisition of 242 Main Street



PUBLIC SAFETY

The Mead Police Department received professional accreditation from the Colorado Association of Chiefs of Police. The achievement marks the cumulation of years of hard work and demonstrates the strategic planning to further develop the department. This accreditation ensures that the Mead Police Department provides the finest professional level of law enforcement and police services to our community.



ADDITIONAL SUCCESSES:

- Fully Staffed Police Department
- Computer Aided Dispatch & Evidence/Records Software Upgrades
- Board/Courtroom Design



CONNECTED COMMUNITY

In early 2022, the Town embarked on a new economic development project with the goal of highlighting local business success stories, Town projects, and spur new commercial development. With these goals in mind, we launched our Built for Mead website and LinkedIn Page.



ADDITIONAL SUCCESSES:

- Wayfinding and LED Messaging Signage
- The Wall That Heals
- The Town continued its support of the Mead Area Chamber of Commerce, Mead Motorheads, and local businesses



FISCAL STABILITY

In November 2021, voters approved a 1% sales and use tax increase that generated \$2.6M throughout 2022 and is expected to generate \$2.4M in 2023. All revenue from the tax increase is dedicated to the Street Improvement Fund and can only be used for street repairs and maintenance.

ADDITIONAL SUCCESSES:

- Lorin Mead Park at Highland Lake
- Municipal Facilities Feasibility Master Plan
- \$250,000 COP's Grant



441 Third Street
Mead, CO 80542

SRT PRSRT
US POSTAGE
PAID
MEAD, CO
80542
PERMIT NO.1

AWARDS & GRANTS

In addition to property and sales tax paid to the Town of Mead from residents and visitors, the town consistently pursues additional funding sources to contribute to critical projects.



GRANTS

In 2022, the Town of Mead received a number of grants to complete critical infrastructure projects that will better connect our community and protect public safety – while stretching local tax dollars farther. Here is a snapshot of the grants received:

DRCOG Transportation Improvement Grant - \$1.6M

3rd and Welker Intersection Improvement Project funding to support mobility, safety, connectivity, and operations at one of the Town's key intersections

2022 Homeland Security Grant Program - \$40K

Grant to assist with purchasing a generator to support emergency operations at the Public Works Facility

Ballistic Vest Grant - \$2,667

50% match for protective vests purchased for police officers

COPS Hiring Program Grant - \$250K

For the hiring of police officers for the purpose of community policing

Police Office of Standards and Training Grant

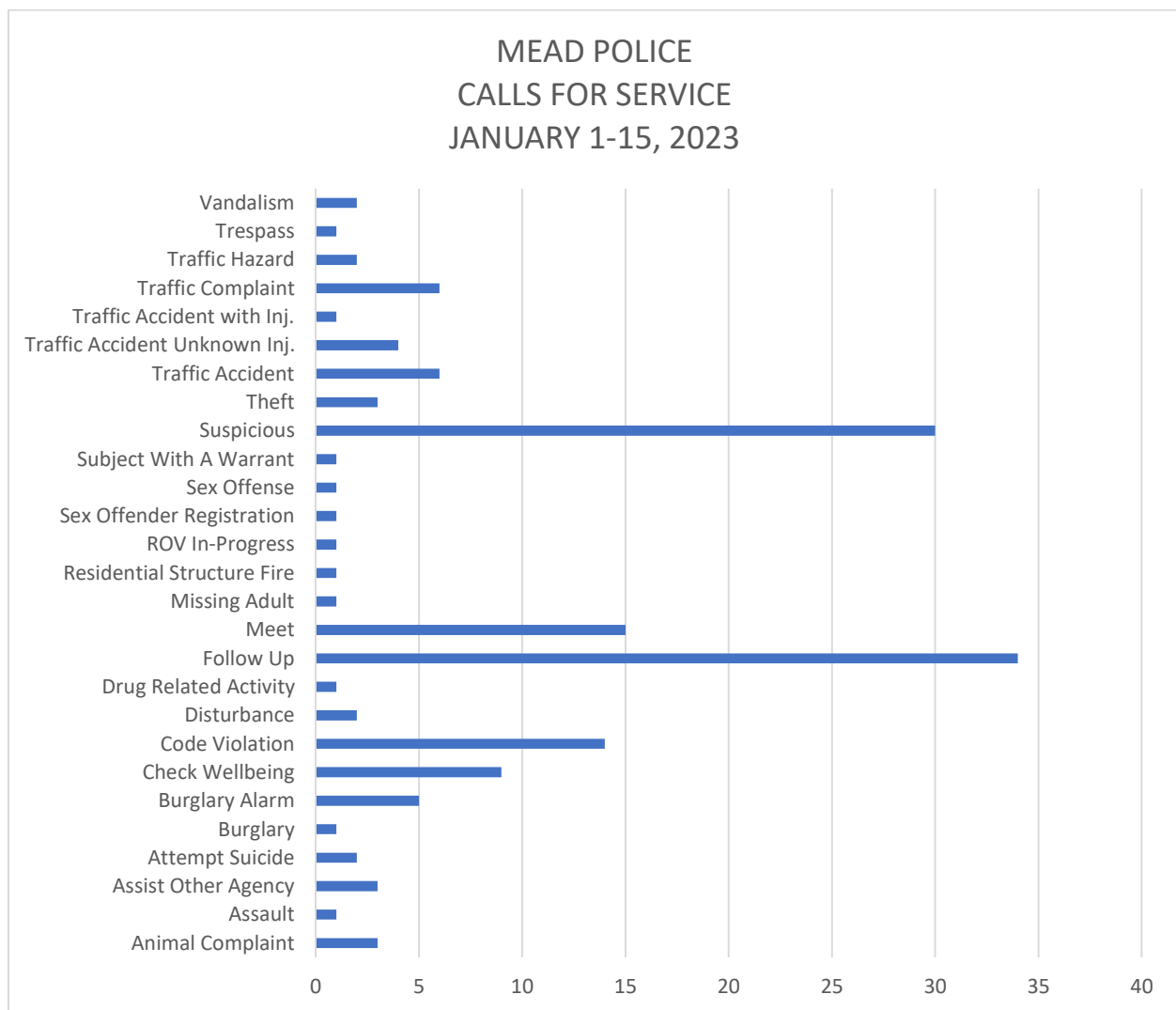
\$5,625 July 2021 to June 2022

\$6,658 July 2022 to June 2023

For police officer training classes, equipment, and materials



Mead Police Department Mid Monthly Activity - January 2023



NOTABLE CALLS FOR SERVICE:

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

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

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

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

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

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

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

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

Theft – 300 block of 1st Street – 23ML00011 – 01/09/2023
Suspect arrested after reported theft.

Assault – 100 block of Eagle Avenue – 23ML00012 – 01/09/2023
Suspect arrested for reported assault.

Assist Other Agency – Mead High School – 23ML00013 – 01/09/2023
Cold sex offense reported to SRO, occurred in another jurisdiction.

Animal Abuse – 16700 block of North Creek Circle – 23ML00014 – 01/09/2023
Reported abuse of animals.

Burglary – 4000 block of Ritchie Drive – 23ML00015 – 01/10/2023
Generator stolen out of building.

Check wellbeing – 2700 block of Stage Coach Drive – 23ML00016 – 01/10/2023
Reported kids being neglected.

Threats – Mead High School – 23ML00017 – 01/13/2023
Student contacted for making threats. No charges.

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

Two vehicle crash with no injuries.

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

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

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

Reported RO violation in progress. No charges.

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

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



PROCLAMATION

American Heart Month Month of February

WHEREAS, heart disease continues to be a leading cause of death in the United States, affecting Americans of all genders, races, and ethnicities. Heart disease is among the most preventable diseases despite being so prevalent. During American Heart Month, we recommit to fighting this disease by promoting better health, wellness, and prevention awareness in the community.

WHEREAS, heart disease can impact any person, risk factors such as high cholesterol, high blood pressure, physical inactivity, obesity, tobacco use, and alcohol abuse can increase the risk of developing this deadly disease. By adopting healthier habits, we all can reduce our risk.

NOW, THEREFORE, I, Colleen Whitlow, Mayor, of the Town of Mead, do hereby proclaim the month of February 2023 as American Heart Month and encourage all residents to commit to a healthy lifestyle.

Given under my hand and Seal of the Town of Mead, Colorado
On this 30th day of January 2023

Colleen G. Whitlow, Mayor



BOARD OF TRUSTEES

441 3rd Street, Mead
Monday, January 09, 2023

MINUTES

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

1. Call to Order – Roll Call

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

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

Present

Mayor Colleen Whitlow
Mayor Pro Tem Chris Cartwright
Trustee David Adams
Trustee Debra Brodhead (via virtual access)
Trustee Trisha Harris
Trustee Chris Parr
Trustee Herman Schranz

Absent

None

Also present: Town Manager Helen Migchelbrink; Town Clerk / Treasurer Mary Strutt; Police Chief Brent Newbanks; Public Information Officer / Community Engagement Director Lorelei Nelson; Community Development Director Jason Bradford; Town Engineer / Public Works Director Erika Rasmussen; Assistant Town Attorney Joshua Myers.

Attending via virtual access: Town Attorney Marcus McAskin and members of the public.

2. Moment of Silence

Mayor Whitlow requested the observance of a moment of silence for Maggie Cornell.

3. Pledge of Allegiance to the Flag

The assembly pledged allegiance to the flag.

4. Review and Approve Agenda

Motion was made by Trustee Cartwright, seconded by Trustee Schranz, 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 QuikTrip; open staff positions; January 30th meeting is scheduled to have Dr. Haddad from SVVSD and two public hearings.

Town Engineer / Public Works Director Erika Rasmussen presented the design plan for the courtroom remodel.

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

There was no public comment at this time.

7. 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 December 12, 2022
- b. November 2022 Financials
- c. December 2022 Aging Report
- d. Check Register December 26, 2022
- e. Check Register January 9, 2022
- f. **Resolution No. 01-R-2023** – A Resolution of the Town of Mead, Colorado, Designating the Public Places for Posting of Public Notices of Regular and Special Meetings of Local Public Bodies of the Town and Designating Public Places Within the Town for Posting of Town Ordinances
- g. **Resolution No. 02-R-2023** – A Resolution of the Town of Mead, Colorado, Setting the Days and Times of the Board of Trustees Regular Meetings for Calendar Year 2023
- h. **Resolution No. 03-R-2023** – A Resolution of the Town of Mead, Colorado, Approving Extensions of Certain Public Works Related Service Agreements for Calendar Year 2023
- i. 2023 Mead Area Chamber of Commerce Agreement
- j. Pinnacol Workers Compensation Renewal for 2023
- k. Planning Commission Appointments
- l. **Resolution No. 04-R-2023** – A Resolution of the Town of Mead, Colorado, Accepting an Annexation Petition, Making Certain Findings of Fact, Finding Substantial Compliance for Such Petition, and Setting a Public Hearing for Property Known as the Shiers Annexation
- m. **Resolution No. 05-R-2023** – A Resolution of the Town of Mead, Colorado, approving a Contract Award to Elder Construction, Inc. for the Mead Town Hall Court Room Remodel Project (Project No. 2022-010) and authorizing the Mayor to execute a Construction Agreement for the Project on behalf of the Town in the Not-to-Exceed amount of \$433,150.
- n. **Resolution No. 06-R-2023** – A Resolution of the Town of Mead, Colorado, Approving Change Order No. 26 to the Construction Agreement with Krische Construction Concerning Construction of the Public Works Facility
- o. **Ordinance No. 1019** – An Ordinance of the Town of Mead, Colorado Declaring the Organization of the Town of Mead Elevation 25 General Improvement District
- p. **Ordinance No. 1020** – An Ordinance of the Town of Mead, Colorado, Amending Section 16-5-20 of the Mead Municipal Code Regarding the Definition of *Site Specific Development Plan*
- q. **Resolution No. 07-R-2023** – A Resolution of the Town of Mead Colorado, Amending the Town Comprehensive Fee Schedule to Include Right-of-Way Permit Extension Fees

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

8. Public Hearing

- a. **Public Hearing: Sugar Beet Solar**
 - i. Public Hearing on Sugar Beet Solar Planned Unit Development (PUD) Rezoning
Request to RE-OPEN AND CONTINUE public hearing to January 30, 2023 at 6:00 p.m. at Town Hall

Motion was made by Trustee Schranz, seconded by Trustee Adams, to reopen the public hearing for the Sugar Beet Solar planned unit development rezoning and continue it to January 30, 2023 at 6:00 p.m. at the Town Hall. Motion carried 7-0, on a roll call vote.

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

There was no public comment at this time.

10. Elected Official Reports

- a. CML Executive Board
CML Policy Committee (Babcock vacancy)

Mayor Whitlow discussed the opening for Small Municipality on the CML Executive Board. Town Attorney Marcus McAskin has submitted a letter of interest to serve on behalf of the Town.

Motion was made by Trustee Adams, seconded by Trustee Harris, to appoint Trustee Schranz as the alternate to the CML Policy Commission. Motion carried 7-0, on a roll call vote.

Direction was given to the Town Clerk to add a Legislative Update item to Board agendas during the legislative session.

- b. Town Trustees

The Trustees had no further comments.

- c. Mayor Whitlow

Mayor Whitlow thanked the Board for their participation in the January 7th retreat. The January 23rd Board training will be cancelled and rescheduled to the end of February.

11. Adjournment

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

The Regular Meeting of the Town of Mead Board of Trustees adjourned at approximately 6:18 p.m. on Monday, January 9, 2023.

Colleen G. Whitlow, Mayor

ATTEST:

Mary E. Strutt, MMC, Town Clerk

TOWN OF MEAD
COMBINED CASH INVESTMENT
DECEMBER 31, 2022

COMBINED CASH ACCOUNTS

99-01-1001	INDEPENDENT BANK - CHECKING	1,772,009.75
99-01-1002	TBK BANK - OFFICE CHECK	47,879.18
99-01-1003	TBK BANK - MONEY MARKET	146,784.45
99-01-1005	TBK BANK - FLEX DEBIT CARDS	15,422.05
99-01-1011	XPRESS DEPOSIT ACCOUNT	35,452.29
99-01-1023	COLOTRUST PLUS	10,784,833.65
99-01-1024	COLOTRUST PRIME	10,141.40
99-01-1025	CSIP	5,134,619.22
99-01-1026	CSAFE	12,268,393.74
99-01-1077	COURT CASH CLEARING	(905.00)
99-01-1078	BUSINESS LICENSE CASH CLEARING	(50.00)
	TOTAL COMBINED CASH	30,214,580.73
99-02-2000	A/P - MISCELLANEOUS	(2,292.70)
99-01-0100	CASH ALLOCATED TO OTHER FUNDS	(30,212,288.03)
	TOTAL UNALLOCATED CASH	.00

CASH ALLOCATION RECONCILIATION

1	ALLOCATION TO GENERAL FUND	11,394,811.31
4	ALLOCATION TO STREET IMPROVEMENT FUND	1,754,603.87
5	ALLOCATION TO CONSERVATION TRUST FUND	36,128.17
6	ALLOCATION TO SEWER FUND	1,637,548.57
8	ALLOCATION TO POLICE FUND	250,667.54
9	ALLOCATION TO MUNICIPAL FACILITIES FUND	2,690,240.06
11	ALLOCATION TO DOWNTOWN FUND	15,251.78
13	ALLOCATION TO STORM DRAINAGE FUND	33,077.79
14	ALLOCATION TO TRANSPORTATION FUND	6,619,243.59
18	ALLOCATION TO PARKS & OPEN SPACE	1,732,287.71
19	ALLOCATION TO CAPITAL IMPROVEMENT FUND	939,833.52
20	ALLOCATION TO MEAD URBAN RENEWAL AUTHORITY	3,108,594.12
	TOTAL ALLOCATIONS TO OTHER FUNDS	30,212,288.03
	ALLOCATION FROM COMBINED CASH FUND - 99-01-0100	(30,212,288.03)
	ZERO PROOF IF ALLOCATIONS BALANCE	.00

TOWN OF MEAD
BALANCE SHEET
DECEMBER 31, 2022

GENERAL FUND

ASSETS

01-01-0100	COMBINED CASH	11,394,811.31	
01-01-1007	CASH DRAWER - TOWN HALL	500.00	
01-01-1008	CASH DRAWER - POLICE	100.00	
01-01-1250	PROPERTY TAXES RECEIVABLE	1,243,835.23	
01-01-1300	A/R - BILLED ACCOUNTS	234,037.20	
01-01-1301	A/R - GENERAL	721,925.83	
01-01-1302	PREPAID EXPENSE	49,241.38	
01-01-1307	24HOUR FLEX DEPOSIT	1,500.00	
	TOTAL ASSETS		13,645,950.95

LIABILITIES AND EQUITY

LIABILITIES

01-02-2000	ACCOUNTS PAYABLE	160,365.19	
01-02-2300	457(B) DEFERRED COMP PAYABLE	129.60	
01-02-2302	FLEXPLAN PAYABLE	7,242.13	
01-02-2307	SURCHARGE PAYABLE	1,365.00	
01-02-2308	DEPOSITS PAYABLE	2,685.00	
01-02-2310	EMPLOYEE HEALTH INS. PAYABLE	5,357.46	
01-02-2312	WORKERS COMP INSURANCE PAYABLE	9,942.74	
01-02-2314	401(A) CONTRIBUTIONS PAYABLE	(1,460.70)	
01-02-2400	FED. WITHHOLDING TAX PAYABLE	1,580.54	
01-02-2401	SOCIAL SECURITY TAX PAYABLE	(8.60)	
01-02-2402	MEDICARE TAX PAYABLE	(2.02)	
01-02-2403	STATE WITHHOLDING TAX PAYABLE	7,786.28	
01-02-2404	STATE UNEMPLOYMENT TAX PAYABLE	1,081.75	
01-02-2410	MISC PAYROLL PAYABLE	83,994.59	
01-02-2600	WARRANTY FUNDS	1,693,004.20	
01-02-2610	DEVELOPER DEPOSITS	218,000.00	
01-02-2615	DEVELOPER LIABILITIES	253,360.24	
01-02-2700	DEFERRED INFLOWS- PROPERTY TAX	1,243,835.23	
01-02-2705	DEFERRED REVENUE	580,626.60	
	TOTAL LIABILITIES		4,268,885.23

FUND EQUITY

01-02-3001	FUND BALANCE	6,481,615.96	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	2,895,449.76	
	BALANCE - CURRENT DATE	2,895,449.76	
	TOTAL FUND EQUITY		9,377,065.72
	TOTAL LIABILITIES AND EQUITY		13,645,950.95

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
01-10-4000 PROPERTY TAX	33.83	1,246,551.28	1,243,835.00	(2,716.28)	100.2
01-10-4005 HIGHWAY USERS TAX	.00	.00	232,092.00	232,092.00	.0
01-10-4010 SALES TAX	368,015.66	3,691,107.96	3,341,447.00	(349,660.96)	110.5
01-10-4012 LODGING TAX	230.00	840.00	250.00	(590.00)	336.0
01-10-4015 ROAD & BRIDGE TAX	20,341.95	81,367.80	80,000.00	(1,367.80)	101.7
01-10-4020 SPECIFIC OWNERSHIP TAX	7,247.50	88,051.33	70,000.00	(18,051.33)	125.8
01-10-4025 M.V. REGISTRATION	2,211.43	27,207.36	25,000.00	(2,207.36)	108.8
01-10-4030 BUILDING PERMIT USE TAX	7,864.80	1,019,022.25	986,108.00	(32,914.25)	103.3
01-10-4040 CIGARETTE TAX	1,112.40	11,519.41	12,000.00	480.59	96.0
01-10-4050 MURA REVENUE SHARING	.00	124,407.86	124,408.00	.14	100.0
01-10-4070 FEDERAL MINERAL LEASE	.00	33,767.21	25,000.00	(8,767.21)	135.1
01-10-4071 STATE SEVERANCE TAXES	.00	156,038.22	4,000.00	(152,038.22)	3901.0
TOTAL TAXES	407,057.57	6,479,880.68	6,144,140.00	(335,740.68)	105.5
<u>FEES AND PERMITS</u>					
01-11-4100 BUILDING PERMIT FEES	22,395.35	859,516.18	1,298,878.00	439,361.82	66.2
01-11-4102 OTHER PERMITS	2,416.50	32,122.00	34,000.00	1,878.00	94.5
01-11-4103 CONVENIENCE FEE	1,275.48	19,663.98	15,000.00	(4,663.98)	131.1
01-11-4110 BUILDING PERMIT - ADMIN. FEES	2,050.00	58,735.00	80,640.00	21,905.00	72.8
01-11-4111 PASSPORT FEES	335.00	5,475.00	8,000.00	2,525.00	68.4
01-11-4112 TOWN HALL/PARK FEES	.00	1,827.50	4,800.00	2,972.50	38.1
01-11-4120 FRANCHISE FEES	15,815.16	249,341.77	200,573.00	(48,768.77)	124.3
01-11-4130 DEVELOPER APPLICATION FEES	2,746.11	72,606.31	100,000.00	27,393.69	72.6
01-11-4140 ROYALTIES	10,108.96	409,679.67	208,133.00	(201,546.67)	196.8
01-11-4145 STREET CUT PERMITS	.00	4,665.00	24,926.00	20,261.00	18.7
TOTAL FEES AND PERMITS	57,142.56	1,713,632.41	1,974,950.00	261,317.59	86.8
<u>LICENSES</u>					
01-12-4200 BUSINESS/SALES TAX LICENSE	3,390.00	10,500.00	30,000.00	19,500.00	35.0
01-12-4210 LIQUOR LICENSE	122.50	3,307.50	2,634.00	(673.50)	125.6
01-12-4220 PET LICENSES	90.00	585.00	650.00	65.00	90.0
TOTAL LICENSES	3,602.50	14,392.50	33,284.00	18,891.50	43.2

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CHARGES FOR SERVICES</u>					
01-13-4303 MISC. BILLBACKS	.00	.00	300.00	300.00	.0
01-13-4304 IGA--SCHOOL RESOURCE OFFICERS	.00	.00	150,000.00	150,000.00	.0
01-13-4305 SCHOOL GUARD REIMBURSEMENT	.00	11,315.50	14,000.00	2,684.50	80.8
01-13-4310 NEW DEVELOPMENT CHARGES	32,490.00	558,806.20	200,000.00	(358,806.20)	279.4
01-13-4624 SENIOR EVENT FEES	.00	405.00	2,500.00	2,095.00	16.2
01-13-4625 RECREATION REGISTRATION FEES	1,391.00	51,627.20	32,000.00	(19,627.20)	161.3
TOTAL CHARGES FOR SERVICES	33,881.00	622,153.90	398,800.00	(223,353.90)	156.0
<u>FINES AND FORFEITS</u>					
01-14-4420 COURT FINES	5,150.00	35,171.00	36,000.00	829.00	97.7
01-14-4422 COURT COSTS	1,650.00	12,610.00	9,300.00	(3,310.00)	135.6
01-14-4423 POLICE REPORTS	32.50	1,448.50	1,500.00	51.50	96.6
01-14-4620 MISC. POLICE INCOME	325.00	1,702.13	300.00	(1,402.13)	567.4
TOTAL FINES AND FORFEITS	7,157.50	50,931.63	47,100.00	(3,831.63)	108.1
<u>GRANTS & ECONOMIC DEVELOPMENT</u>					
01-15-4512 GRANT-WELD SENIOR FOUNDATION	.00	.00	2,750.00	2,750.00	.0
01-15-4516 GRANT - UNITED WAY	.00	.00	1,500.00	1,500.00	.0
01-15-4518 FED'L GRANT--AMER RESCUE PLAN	.00	594,567.84	594,568.00	.16	100.0
01-15-4526 POLICE GRANTS	.00	.00	1,500.00	1,500.00	.0
TOTAL GRANTS & ECONOMIC DEVELOPME	.00	594,567.84	600,318.00	5,750.16	99.0
<u>MISCELLANEOUS</u>					
01-18-4619 INTEREST & DIVIDEND INCOME	40,724.51	190,121.44	5,400.00	(184,721.44)	3520.8
01-18-4620 MISC. INCOME	8,343.70	27,935.35	10,000.00	(17,935.35)	279.4
01-18-4622 DONATIONS/FUNDRAISING	.00	5,540.00	10,000.00	4,460.00	55.4
01-18-4623 SALE OF ASSETS	.00	8,195.00	30,000.00	21,805.00	27.3
01-18-4625 METRO DISTRICT PAYMENTS	.00	29,755.92	45,000.00	15,244.08	66.1
01-18-4648 DELINQUENT INTEREST EARNED	.47	2,797.34	.00	(2,797.34)	.0
TOTAL MISCELLANEOUS	49,068.68	264,345.05	100,400.00	(163,945.05)	263.3
TOTAL FUND REVENUE	557,909.81	9,739,904.01	9,298,992.00	(440,912.01)	104.7

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
01-40-5001 SALARIES & WAGES	24,583.30	346,590.83	397,748.00	51,157.17	87.1
01-40-5050 CLEANING	1,278.38	7,860.59	15,000.00	7,139.41	52.4
01-40-5055 OVERTIME	202.12	491.94	1,000.00	508.06	49.2
01-40-5060 PAYROLL TAXES	1,235.70	23,882.30	31,721.00	7,838.70	75.3
01-40-5065 WORKERS COMP	199.75	2,670.37	5,000.00	2,329.63	53.4
01-40-5066 HEALTH INSURANCE	3,431.55	47,559.30	68,272.00	20,712.70	69.7
01-40-5067 DEFERRED COMP/RETIREMENT	1,815.68	24,368.10	23,000.00	(1,368.10)	106.0
01-40-5068 MEDICAL SAVINGS	64.00	2,673.23	3,480.00	806.77	76.8
01-40-5075 EMPLOYMENT/RECRUITMENT EXPENSE	61.46	7,822.88	500.00	(7,322.88)	1564.6
01-40-5200 OFFICE SUPPLIES	1,089.74	6,542.84	12,000.00	5,457.16	54.5
01-40-5201 COMPUTER/TECHNOLOGY	2,467.00	44,583.26	40,000.00	(4,583.26)	111.5
01-40-5202 PRINTING EXPENSE	.00	501.44	10,000.00	9,498.56	5.0
01-40-5203 UNIFORMS	.00	674.28	1,200.00	525.72	56.2
01-40-5205 POSTAGE	2,133.85	6,837.07	8,000.00	1,162.93	85.5
01-40-5210 OPERATING SUPPLIES	719.47	8,098.26	7,500.00	(598.26)	108.0
01-40-5212 FURNISHINGS	.00	1,736.49	5,000.00	3,263.51	34.7
01-40-5215 REPAIRS & MAINT	1,800.00	45,773.23	60,000.00	14,226.77	76.3
01-40-5253 GAS & OIL	38.52	521.79	1,000.00	478.21	52.2
01-40-5300 TELEPHONE	1,486.83	7,528.90	7,002.00	(526.90)	107.5
01-40-5305 UTILITIES	1,112.16	10,034.72	12,978.00	2,943.28	77.3
01-40-5310 TRASH REMOVAL	78.49	950.64	3,134.00	2,183.36	30.3
01-40-5315 COPIER EXPENSES	697.05	6,658.45	9,000.00	2,341.55	74.0
01-40-5320 PROPERTY & LIABILITY INSURANCE	.00	5,974.96	7,455.00	1,480.04	80.2
01-40-5325 INTERNET/WEBSITE EXPENSE	498.64	7,510.92	10,000.00	2,489.08	75.1
01-40-5330 TRAINING	1,066.36	13,375.16	22,000.00	8,624.84	60.8
01-40-5331 DUES AND SUBSCRIPTIONS	185.94	15,966.44	7,500.00	(8,466.44)	212.9
01-40-5332 TUITION REIMBURSEMENT	.00	3,000.00	6,000.00	3,000.00	50.0
01-40-5351 RED DEER LAKE MAINTENANCE	.00	.00	2,000.00	2,000.00	.0
01-40-5353 WATER ASSESSMENTS	.00	1,113.50	1,400.00	286.50	79.5
01-40-5400 LEGAL FEES	14,911.11	166,512.15	184,680.00	18,167.85	90.2
01-40-5401 CONSULTING FEES	22,320.73	148,086.15	130,952.00	(17,134.15)	113.1
01-40-5415 AUDIT FEES	.00	13,190.99	13,191.00	.01	100.0
01-40-5416 PASSPORT EXPENSES	.00	57.16	1,000.00	942.84	5.7
01-40-5425 COUNTY TREASURER'S FEE	.33	12,466.35	12,438.00	(28.35)	100.2
01-40-5426 PROPERTY/SALES TAX REBATE	.00	874.52	1,000.00	125.48	87.5
01-40-5700 MISC. EXPENSE	8,547.90	14,235.51	10,000.00	(4,235.51)	142.4
01-40-5701 BANK FEES	1,742.00	23,498.66	11,000.00	(12,498.66)	213.6
01-40-5705 MILEAGE	391.25	6,229.92	5,000.00	(1,229.92)	124.6
01-40-5720 CONTINGENCIES	.00	.00	25,000.00	25,000.00	.0
TOTAL ADMINISTRATION	94,159.31	1,036,453.30	1,173,151.00	136,697.70	88.4

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>BOARD OF TRUSTEES</u>					
01-41-5001 SALARIES & WAGES	1,328.17	17,251.27	18,750.00	1,498.73	92.0
01-41-5030 MAYOR AND BOARD SALARIES	3,458.00	27,234.00	26,592.00	(642.00)	102.4
01-41-5060 PAYROLL TAXES	363.21	3,357.70	3,469.00	111.30	96.8
01-41-5065 WORKERS COMP	2.90	38.99	150.00	111.01	26.0
01-41-5066 HEALTH INSURANCE	183.69	2,204.29	2,527.00	322.71	87.2
01-41-5067 DEFERRED COMP	66.34	862.42	1,073.00	210.58	80.4
01-41-5068 MEDICAL SAVINGS	6.24	74.88	102.00	27.12	73.4
01-41-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	500.00	500.00	.0
01-41-5201 COMPUTER / TECHNOLOGY	.00	5,914.00	10,000.00	4,086.00	59.1
01-41-5210 OPERATING SUPPLIES	.00	63.49	2,000.00	1,936.51	3.2
01-41-5212 FURNISHINGS	.00	8,405.52	11,500.00	3,094.48	73.1
01-41-5230 ELECTIONS	5,705.00	5,771.14	15,000.00	9,228.86	38.5
01-41-5320 PROPERTY & LIABILITY INSURANCE	.00	2,568.45	2,982.00	413.55	86.1
01-41-5330 TRAINING	.00	6,788.63	15,000.00	8,211.37	45.3
01-41-5331 DUES & SUBSCRIPTIONS	.00	942.99	1,000.00	57.01	94.3
01-41-5340 PUBLISHED NOTICES	377.05	1,547.13	2,500.00	952.87	61.9
01-41-5341 ORDINANCE CODIFICATION	840.00	3,433.91	6,500.00	3,066.09	52.8
01-41-5347 COMMUNITY CONTRIBUTIONS	.00	15,600.00	24,000.00	8,400.00	65.0
01-41-5430 RECORDING FEES	.00	705.00	4,000.00	3,295.00	17.6
01-41-5700 MISC. EXPENSE	1,702.84	4,047.94	5,000.00	952.06	81.0
01-41-5841 BOARD OUTREACH ACTIVITIES	7,043.65	24,599.35	10,000.00	(14,599.35)	246.0
TOTAL BOARD OF TRUSTEES	21,077.09	131,411.10	162,645.00	31,233.90	80.8

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE</u>					
01-42-5001 SALARIES & WAGES	94,445.71	1,183,811.95	1,343,687.00	159,875.05	88.1
01-42-5016 MERIT	.00	.00	54,747.00	54,747.00	.0
01-42-5022 POLICE	.00	184.00	.00	(184.00)	.0
01-42-5050 CLEANING	1,163.24	7,086.34	6,000.00	(1,086.34)	118.1
01-42-5055 OVERTIME	995.79	44,807.72	25,000.00	(19,807.72)	179.2
01-42-5060 PAYROLL TAXES	2,160.97	28,648.22	29,536.00	887.78	97.0
01-42-5065 WORKERS COMP	2,652.12	36,368.61	20,000.00	(16,368.61)	181.8
01-42-5066 HEALTH INSURANCE	14,506.06	165,212.94	198,509.00	33,296.06	83.2
01-42-5067 DEFERRED COMP	207.68	3,817.96	5,000.00	1,182.04	76.4
01-42-5068 MEDICAL SAVINGS	171.18	2,049.62	4,000.00	1,950.38	51.2
01-42-5069 FPPA	7,589.79	91,891.85	106,339.00	14,447.15	86.4
01-42-5071 D&D	2,698.58	32,672.81	36,496.00	3,823.19	89.5
01-42-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	5,546.78	7,500.00	1,953.22	74.0
01-42-5200 OFFICE SUPPLIES	469.81	1,277.91	4,000.00	2,722.09	32.0
01-42-5201 COMPUTER / TECHNOLOGY	335.95	23,947.49	26,125.00	2,177.51	91.7
01-42-5203 UNIFORMS	.00	119.00	400.00	281.00	29.8
01-42-5210 OPERATING SUPPLIES	2,221.68	7,402.90	17,000.00	9,597.10	43.6
01-42-5215 REPAIR & MAINTENANCE	17,801.63	20,659.82	17,500.00	(3,159.82)	118.1
01-42-5216 FLEET R&M	1,032.37	11,533.90	20,000.00	8,466.10	57.7
01-42-5253 GAS & OIL	2,751.78	32,644.32	25,000.00	(7,644.32)	130.6
01-42-5254 UNIFORMS & TOOLS	458.04	22,202.74	17,800.00	(4,402.74)	124.7
01-42-5255 EQUIPMENT	17,597.02	70,428.74	66,710.00	(3,718.74)	105.6
01-42-5300 TELEPHONES	1,125.79	12,821.50	15,480.00	2,658.50	82.8
01-42-5305 UTILITIES	2,823.14	9,925.07	10,000.00	74.93	99.3
01-42-5310 TRASH REMOVAL	153.23	436.57	3,000.00	2,563.43	14.6
01-42-5315 COPIER EXPENSE	134.54	2,072.22	1,750.00	(322.22)	118.4
01-42-5320 GENERAL LIABILITY INSURANCE	.00	36,458.63	45,992.00	9,533.37	79.3
01-42-5325 INTERNET/WEBSITE EXPENSE	132.45	1,454.45	.00	(1,454.45)	.0
01-42-5330 TRAINING	1,589.43	22,042.79	18,300.00	(3,742.79)	120.5
01-42-5331 DUES & MEMBERSHIPS	3,920.54	15,419.57	10,460.00	(4,959.57)	147.4
01-42-5332 TUITION REIMBURSEMENT	.00	2,986.75	6,000.00	3,013.25	49.8
01-42-5343 CONTRACTUAL SERVICES	.00	34,704.32	30,841.00	(3,863.32)	112.5
01-42-5346 ANIMAL IMPOUND FEE	705.00	5,370.00	4,000.00	(1,370.00)	134.3
01-42-5347 COMMUNITY CONTRACT SERVICES	.00	4,590.90	12,000.00	7,409.10	38.3
01-42-5348 PEST CONTROL	.00	.00	10,000.00	10,000.00	.0
01-42-5349 WELLNESS PROGRAM	75.00	570.00	.00	(570.00)	.0
01-42-5350 LAB FEES	.00	.00	2,000.00	2,000.00	.0
01-42-5400 LEGAL FEES	.00	.00	15,000.00	15,000.00	.0
01-42-5500 CAPITAL OUTLAY	.00	26,125.57	.00	(26,125.57)	.0
01-42-5700 MISC. EXPENSE	586.17	4,579.76	7,000.00	2,420.24	65.4
TOTAL POLICE	180,504.69	1,971,873.72	2,223,172.00	251,298.28	88.7

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMUNITY DEVELOPMENT</u>					
01-43-5001 SALARIES & WAGES	16,640.51	250,736.24	265,160.00	14,423.76	94.6
01-43-5055 OVERTIME	.00	205.26	1,000.00	794.74	20.5
01-43-5060 PAYROLL TAXES	1,274.06	19,062.77	20,361.00	1,298.23	93.6
01-43-5065 WORKERS COMP	17.23	280.35	700.00	419.65	40.1
01-43-5066 HEALTH INSURANCE	2,190.42	34,247.40	82,844.00	48,596.60	41.3
01-43-5067 DEFERRED COMP	830.88	12,515.08	21,559.00	9,043.92	58.1
01-43-5068 MEDICAL SAVINGS	41.66	856.14	464.00	(392.14)	184.5
01-43-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	500.00	500.00	.0
01-43-5200 OFFICE SUPPLIES	14.99	147.39	750.00	602.61	19.7
01-43-5201 COMPUTER / TECHNOLOGY	4,072.50	10,599.65	10,000.00	(599.65)	106.0
01-43-5203 UNIFORMS	.00	364.56	800.00	435.44	45.6
01-43-5212 FURNISHINGS	.00	.00	5,000.00	5,000.00	.0
01-43-5300 TELEPHONE	88.66	1,292.05	1,200.00	(92.05)	107.7
01-43-5320 PROPERTY & LIABILITY INSURANCE	.00	10,273.91	11,928.00	1,654.09	86.1
01-43-5330 TRAINING	.00	1,921.10	10,000.00	8,078.90	19.2
01-43-5331 DUES & MEMBERSHIPS	.00	879.00	2,000.00	1,121.00	44.0
01-43-5410 CONSULTANTS	2,700.00	21,108.62	25,000.00	3,891.38	84.4
01-43-5411 ANNEXATIONS & REZONING EXPENSE	.00	.00	30,000.00	30,000.00	.0
01-43-5421 ECONOMIC DEVELOPMENT OUTREACH	.00	.00	20,000.00	20,000.00	.0
01-43-5460 BUILDING INSPECTIONS	30,324.65	473,949.98	641,862.00	167,912.02	73.8
01-43-5700 MISC.	129.16	1,445.87	1,500.00	54.13	96.4
TOTAL COMMUNITY DEVELOPMENT	58,324.72	839,885.37	1,152,628.00	312,742.63	72.9

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STREETS</u>					
01-44-5001 SALARIES & WAGES	19,145.67	229,547.21	233,605.00	4,057.79	98.3
01-44-5050 CLEANING	.00	1,712.79	.00	(1,712.79)	.0
01-44-5055 OVERTIME	247.54	3,369.32	9,000.00	5,630.68	37.4
01-44-5060 PAYROLL TAXES	1,501.71	17,603.83	18,559.00	955.17	94.9
01-44-5065 WORKERS COMPENSATION	727.69	9,134.75	7,750.00	(1,384.75)	117.9
01-44-5066 HEALTH INSURANCE	2,713.65	36,599.42	33,339.00	(3,260.42)	109.8
01-44-5067 DEFERRED COMP	840.85	10,190.66	4,533.00	(5,657.66)	224.8
01-44-5068 MEDICAL SAVINGS	66.66	849.72	500.00	(349.72)	169.9
01-44-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	2,067.48	2,000.00	(67.48)	103.4
01-44-5201 COMPUTER / TECHNOLOGY	596.25	13,790.50	20,000.00	6,209.50	69.0
01-44-5203 UNIFORMS	189.98	1,952.46	2,250.00	297.54	86.8
01-44-5210 OPERATING SUPPLIES	1,362.97	4,305.42	4,000.00	(305.42)	107.6
01-44-5212 FURNISHINGS	.00	499.99	5,000.00	4,500.01	10.0
01-44-5215 REPAIRS & MAINTENANCE	.00	5,402.76	.00	(5,402.76)	.0
01-44-5216 FLEET R&M	4,668.69	37,990.87	40,000.00	2,009.13	95.0
01-44-5251 SHOP REPAIRS	.00	5.23	.00	(5.23)	.0
01-44-5252 STREET SIGNS	.00	331.74	.00	(331.74)	.0
01-44-5253 GAS & OIL	2,716.20	22,909.71	20,000.00	(2,909.71)	114.6
01-44-5254 TOOLS	15,375.86	23,712.51	20,000.00	(3,712.51)	118.6
01-44-5255 SAFETY EQUIPMENT	1,377.23	3,294.64	3,500.00	205.36	94.1
01-44-5300 TELEPHONE	288.18	2,936.08	2,500.00	(436.08)	117.4
01-44-5305 UTILITIES	5,327.21	37,531.09	35,000.00	(2,531.09)	107.2
01-44-5310 TRASH REMOVAL	.00	120.76	.00	(120.76)	.0
01-44-5320 PROPERTY & LIABILITY INSURANCE	.00	32,105.94	37,276.00	5,170.06	86.1
01-44-5330 TRAINING	.00	5,993.58	5,000.00	(993.58)	119.9
01-44-5331 DUES & MEMBERSHIPS	.00	1,219.75	2,000.00	780.25	61.0
01-44-5360 STREET SWEEPING	.00	6,352.50	.00	(6,352.50)	.0
01-44-5363 WEED CONTROL	.00	734.36	3,000.00	2,265.64	24.5
01-44-5364 SNOW REMOVAL	4,387.63	64,283.60	100,000.00	35,716.40	64.3
01-44-5367 STREET STRIPING	.00	24,897.00	.00	(24,897.00)	.0
01-44-5369 EQUIPMENT RENTAL	2,015.30	31,301.35	48,650.00	17,348.65	64.3
01-44-5500 CAPITAL OUTLAY	.00	6,000.00	.00	(6,000.00)	.0
01-44-5502 CAPITAL OUTLAY--EQUIPMENT	.00	107,062.57	250,000.00	142,937.43	42.8
01-44-5700 MISC. EXPENSE	49.39	184.27	4,000.00	3,815.73	4.6
01-44-5720 CONTINGENCY	.00	.00	10,000.00	10,000.00	.0
TOTAL STREETS	63,598.66	745,993.86	921,462.00	175,468.14	81.0

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS</u>					
01-45-5001 SALARIES & WAGES	20,192.60	222,950.75	222,258.00	(692.75)	100.3
01-45-5055 OVERTIME	415.80	5,793.25	2,678.00	(3,115.25)	216.3
01-45-5060 PAYROLL TAXES	1,622.54	17,533.04	17,208.00	(325.04)	101.9
01-45-5065 WORKERS COMP	553.05	7,834.55	5,000.00	(2,834.55)	156.7
01-45-5066 HEALTH INSURANCE	2,677.63	34,462.84	28,992.00	(5,470.84)	118.9
01-45-5067 DEFERRED COMP	672.46	8,108.83	7,709.00	(399.83)	105.2
01-45-5068 MEDICAL SAVINGS	55.68	759.31	468.00	(291.31)	162.3
01-45-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	61.46	500.00	438.54	12.3
01-45-5203 UNIFORMS	154.00	1,175.40	.00	(1,175.40)	.0
01-45-5210 OPERATING SUPPLIES	2,707.51	10,913.83	6,000.00	(4,913.83)	181.9
01-45-5212 FURNISHINGS	.00	.00	5,000.00	5,000.00	.0
01-45-5215 REPAIRS & MAINTENANCE	.00	43,794.18	63,000.00	19,205.82	69.5
01-45-5216 FLEET R&M	951.44	5,142.79	8,000.00	2,857.21	64.3
01-45-5253 GAS & OIL	985.52	8,207.16	5,000.00	(3,207.16)	164.1
01-45-5254 TOOLS	543.61	2,140.41	1,350.00	(790.41)	158.6
01-45-5300 TELEPHONE	146.00	1,511.00	588.00	(923.00)	257.0
01-45-5305 UTILITIES	2,168.71	70,383.18	36,750.00	(33,633.18)	191.5
01-45-5310 TRASH REMOVAL	.00	3,840.95	1,000.00	(2,840.95)	384.1
01-45-5320 PROPERTY & LIABILITY INSURANCE	.00	12,842.37	14,911.00	2,068.63	86.1
01-45-5330 TRAINING	101.34	2,617.59	750.00	(1,867.59)	349.0
01-45-5348 PEST CONTROL	569.14	24,930.54	33,000.00	8,069.46	75.6
01-45-5349 WELLNESS PROGRAM	15.00	114.75	.00	(114.75)	.0
01-45-5363 WEED CONTROL	.00	2,296.77	5,000.00	2,703.23	45.9
01-45-5369 EQUIPMENT RENTAL	.00	.00	1,000.00	1,000.00	.0
01-45-5370 LANDSCAPING	423.75	15,237.26	32,000.00	16,762.74	47.6
01-45-5371 TREE MAINTENANCE	.00	14,570.00	20,000.00	5,430.00	72.9
01-45-5372 IRRIGATION SYSTEM	18.47	6,326.13	5,000.00	(1,326.13)	126.5
TOTAL PARKS	34,974.25	523,548.34	523,162.00	(386.34)	100.1

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ENGINEERING</u>					
01-47-5001 SALARIES & WAGES	29,916.13	358,640.94	358,026.00	(614.94)	100.2
01-47-5050 CLEANING	934.00	934.00	6,000.00	5,066.00	15.6
01-47-5055 OVERTIME	2,826.66	19,812.59	4,000.00	(15,812.59)	495.3
01-47-5060 PAYROLL TAXES	2,505.53	28,639.45	27,695.00	(944.45)	103.4
01-47-5065 WORKERS COMP	384.46	9,870.51	2,122.00	(7,748.51)	465.2
01-47-5066 HEALTH INSURANCE	3,998.32	40,985.07	23,227.00	(17,758.07)	176.5
01-47-5067 DEFERRED COMP	1,380.18	15,602.31	3,306.00	(12,296.31)	471.9
01-47-5068 MEDICAL SAVINGS	109.62	1,287.12	234.00	(1,053.12)	550.1
01-47-5075 EMPLOYMENT/RECRUITMENT EXPENSE	(13.00)	176.12	1,000.00	823.88	17.6
01-47-5201 COMPUTER/TECHNOLOGY	385.00	9,142.89	4,000.00	(5,142.89)	228.6
01-47-5203 UNIFORMS	437.00	2,419.81	1,000.00	(1,419.81)	242.0
01-47-5210 OPERATING SUPPLIES	5,267.70	7,220.31	3,000.00	(4,220.31)	240.7
01-47-5212 FURNISHINGS	145.74	145.74	3,000.00	2,854.26	4.9
01-47-5215 REPAIRS & MAINTENANCE	5,658.32	60,224.48	20,000.00	(40,224.48)	301.1
01-47-5216 REPAIR & MAINTENANCE--FLEET	24.00	9,167.53	5,000.00	(4,167.53)	183.4
01-47-5253 GAS & OIL	1,034.56	5,388.41	3,000.00	(2,388.41)	179.6
01-47-5300 TELEPHONE	286.04	4,287.79	2,400.00	(1,887.79)	178.7
01-47-5305 UTILITIES	3,906.92	5,511.50	1,500.00	(4,011.50)	367.4
01-47-5310 TRASH	214.79	3,112.45	1,500.00	(1,612.45)	207.5
01-47-5315 COPIER EXPENSES	398.38	390.38	900.00	509.62	43.4
01-47-5320 PROPERTY & LIABILITY INSURANCE	295.20	6,716.41	7,455.00	738.59	90.1
01-47-5330 TRAINING	302.90	2,796.45	5,000.00	2,203.55	55.9
01-47-5331 DUES & SUBSCRIPTIONS	495.00	1,035.00	1,500.00	465.00	69.0
01-47-5405 ENGINEERING FEES	1,895.00	19,842.48	55,000.00	35,157.52	36.1
01-47-5700 MISC. EXPENSE	.00	318.80	5,000.00	4,681.20	6.4
TOTAL ENGINEERING	62,788.45	613,668.54	544,865.00	(68,803.54)	112.6

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MUNICIPAL COURT</u>					
01-48-5001 SALARIES & WAGES	1,968.07	42,746.60	47,350.00	4,603.40	90.3
01-48-5040 JUDGE	1,000.00	11,000.00	18,400.00	7,400.00	59.8
01-48-5055 OVERTIME	.00	.00	600.00	600.00	.0
01-48-5060 PAYROLL TAXES	148.89	3,244.13	5,076.00	1,831.87	63.9
01-48-5065 WORKERS COMP	2.04	50.62	1,153.00	1,102.38	4.4
01-48-5066 HEALTH INSURANCE	183.69	6,705.16	10,020.00	3,314.84	66.9
01-48-5067 DEFERRED COMP	66.34	1,615.74	2,429.00	813.26	66.5
01-48-5068 MEDICAL SAVINGS	6.24	74.88	104.00	29.12	72.0
01-48-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	500.00	500.00	.0
01-48-5201 COMPUTER/TECHNOLOGY	.00	1,754.40	3,000.00	1,245.60	58.5
01-48-5203 UNIFORMS	.00	.00	200.00	200.00	.0
01-48-5300 TELEPHONE	50.66	557.47	720.00	162.53	77.4
01-48-5320 PROPERTY & LIABILITY INSURANCE	.00	2,568.45	2,982.00	413.55	86.1
01-48-5330 TRAINING	.00	.00	500.00	500.00	.0
01-48-5331 DUES & MEMBERSHIPS	.00	22.00	500.00	478.00	4.4
01-48-5455 PROSECUTING ATTORNEY	4,699.00	23,207.00	25,000.00	1,793.00	92.8
01-48-5456 PUBLIC DEFENDER	.00	.00	10,000.00	10,000.00	.0
01-48-5700 MISC. EXPENSE	.00	314.33	500.00	185.67	62.9
TOTAL MUNICIPAL COURT	8,124.93	93,860.78	129,034.00	35,173.22	72.7

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMUNITY ENGAGEMENT</u>					
01-49-5001 SALARIES & WAGES	12,033.99	153,870.56	144,220.00	(9,650.56)	106.7
01-49-5055 OVERTIME	.00	674.12	5,000.00	4,325.88	13.5
01-49-5060 PAYROLL TAXES	918.22	11,506.47	11,415.00	(91.47)	100.8
01-49-5065 WORKERS COMP	184.05	1,829.73	3,379.00	1,549.27	54.2
01-49-5066 HEALTH INSURANCE	1,827.42	21,095.36	16,987.00	(4,108.36)	124.2
01-49-5067 DEFERRED COMP	512.16	5,436.03	1,325.00	(4,111.03)	410.3
01-49-5068 MEDICAL SAVINGS	49.16	489.92	208.00	(281.92)	235.5
01-49-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	408.76	1,500.00	1,091.24	27.3
01-49-5201 COMPUTER/TECHNOLOGY	.00	2,831.27	2,500.00	(331.27)	113.3
01-49-5202 PRINTING EXPENSE	29.00	4,788.32	10,000.00	5,211.68	47.9
01-49-5203 UNIFORMS	457.04	669.04	1,000.00	330.96	66.9
01-49-5205 POSTAGE	.00	799.56	2,500.00	1,700.44	32.0
01-49-5220 TOWN DECORATIONS	.00	3,379.33	10,000.00	6,620.67	33.8
01-49-5236 COMMUNITY ENGAGEMENT	237.85	9,834.85	8,500.00	(1,334.85)	115.7
01-49-5260 RECREATION PROGRAMS	1,178.98	47,849.76	52,320.00	4,470.24	91.5
01-49-5261 COMMUNITY DAY	530.75	41,105.00	41,600.00	495.00	98.8
01-49-5262 TOWN EVENTS	10,834.33	82,594.43	59,500.00	(23,094.43)	138.8
01-49-5265 SENIOR EVENTS	1,318.73	11,868.00	13,550.00	1,682.00	87.6
01-49-5300 TELEPHONE	68.00	776.00	960.00	184.00	80.8
01-49-5320 GENERAL LIABILITY INSURANCE	.00	10,273.91	12,151.00	1,877.09	84.6
01-49-5330 TRAINING	524.71	1,738.00	2,500.00	762.00	69.5
01-49-5331 DUES/MEMBERSHIPS	104.00	6,352.95	5,000.00	(1,352.95)	127.1
01-49-5349 WELLNESS PROGRAM	856.66	8,924.81	15,000.00	6,075.19	59.5
01-49-5382 SCHOLARSHIPS	.00	.00	1,500.00	1,500.00	.0
01-49-5401 CONSULTANTS	112.15	9,472.15	25,000.00	15,527.85	37.9
01-49-5700 MISC. EXPENSE	130.31	31,584.88	21,500.00	(10,084.88)	146.9
TOTAL COMMUNITY ENGAGEMENT	31,907.51	470,153.21	469,115.00	(1,038.21)	100.2
<u>NON-DEPARTMENTAL</u>					
01-90-5016 SALARY ADJUSTMENTS	.00	.00	30,000.00	30,000.00	.0
01-90-5804 TRANSFER TO STREET IMPVT FD	93,750.00	375,000.00	375,000.00	.00	100.0
01-90-8151 SPECIAL PROJECTS	9,923.00	24,300.00	75,000.00	50,700.00	32.4
01-90-8155 ARPA BROADBAND	1,372.50	18,306.03	1,164,136.00	1,145,829.97	1.6
01-90-8910 CONTINGENCY	.00	.00	355,616.00	355,616.00	.0
TOTAL NON-DEPARTMENTAL	105,045.50	417,606.03	1,999,752.00	1,582,145.97	20.9
TOTAL FUND EXPENDITURES	660,505.11	6,844,454.25	9,298,986.00	2,454,531.75	73.6
NET REVENUE OVER EXPENDITURES	(102,595.30)	2,895,449.76	6.00	(2,895,443.76)	48257

TOWN OF MEAD
BALANCE SHEET
DECEMBER 31, 2022

STREET IMPROVEMENT FUND

ASSETS

04-01-0100	COMBINED CASH	1,754,603.87	
	TOTAL ASSETS		1,754,603.87

LIABILITIES AND EQUITY

LIABILITIES

04-02-2000	ACCOUNTS PAYABLE	2,936.00	
04-02-2005	RETAINAGE PAYABLE	23,609.61	
	TOTAL LIABILITIES		26,545.61

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
REVENUE OVER EXPENDITURES - YTD	1,728,058.26		
BALANCE - CURRENT DATE		1,728,058.26	
TOTAL FUND EQUITY			1,728,058.26
TOTAL LIABILITIES AND EQUITY			1,754,603.87

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2022

STREET IMPROVEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 10</u>					
04-10-4005 HIGHWAY USERS TAX	21,005.61	239,988.61	.00	(239,988.61)	.0
04-10-4010 SALES TAX	184,007.83	1,537,579.43	1,670,723.00	133,143.57	92.0
04-10-4030 BUILDING USE TAX	3,932.41	509,600.07	557,715.00	48,114.93	91.4
TOTAL SOURCE 10	208,945.85	2,287,168.11	2,228,438.00	(58,730.11)	102.6
<u>SOURCE 16</u>					
04-16-4601 TRANSFER FROM GF	93,750.00	375,000.00	375,000.00	.00	100.0
TOTAL SOURCE 16	93,750.00	375,000.00	375,000.00	.00	100.0
TOTAL FUND REVENUE	302,695.85	2,662,168.11	2,603,438.00	(58,730.11)	102.3
<u>EXPENDITURES--STREET IMP FUND</u>					
04-44-5215 REPAIRS & MAINTENANCE--STREETS	641.00	178,840.58	100,000.00	(78,840.58)	178.8
04-44-5250 ASPHALT/STREET PATCHING	.00	7,852.00	50,000.00	42,148.00	15.7
04-44-5252 STREET SIGNS & MARKERS	4,155.50	22,159.46	40,000.00	17,840.54	55.4
04-44-5360 STREET SWEEPING	5,197.50	10,237.50	.00	(10,237.50)	.0
04-44-5361 DUST CONTROL	.00	39,525.58	40,000.00	474.42	98.8
04-44-5362 GRAVEL	.00	.00	35,000.00	35,000.00	.0
04-44-5365 REPAIR & MAINTENANCE--SEALCOAT	.00	622,406.57	750,000.00	127,593.43	83.0
04-44-5366 REPAIR & MAINTENANCE--DRAINAGE	.00	1,101.89	10,000.00	8,898.11	11.0
04-44-5367 STREET STRIPING	.00	32,609.72	75,000.00	42,390.28	43.5
04-44-5369 REPAIR & MAINTENANCE--BRIDGES	.00	.00	100,000.00	100,000.00	.0
04-44-5405 ENGINEERING FEES	.00	19,376.55	100,000.00	80,623.45	19.4
04-44-5720 CONTINGENCY	.00	.00	803,438.00	803,438.00	.0
04-44-8151 SPECIAL PROJECTS	.00	.00	500,000.00	500,000.00	.0
TOTAL EXPENDITURES--STREET IMP FUND	9,994.00	934,109.85	2,603,438.00	1,669,328.15	35.9
TOTAL FUND EXPENDITURES	9,994.00	934,109.85	2,603,438.00	1,669,328.15	35.9
NET REVENUE OVER EXPENDITURES	292,701.85	1,728,058.26	.00	(1,728,058.26)	.0

TOWN OF MEAD
BALANCE SHEET
DECEMBER 31, 2022

CONSERVATION TRUST FUND

ASSETS

05-01-0100	CASH IN COMMON - CTF	36,128.17	
	TOTAL ASSETS		36,128.17

LIABILITIES AND EQUITY

FUND EQUITY

05-02-3001	FUND BALANCE	64,322.85	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	(28,194.68)	
	BALANCE - CURRENT DATE	(28,194.68)	
	TOTAL FUND EQUITY		36,128.17
	TOTAL LIABILITIES AND EQUITY		36,128.17

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2022

CONSERVATION TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>LOTTERY REVENUE</u>					
05-17-4630	LOTTERY REVENUE	16,323.84	61,083.23	60,000.00	(1,083.23)	101.8
	TOTAL LOTTERY REVENUE	16,323.84	61,083.23	60,000.00	(1,083.23)	101.8
	<u>MISCELLANEOUS REVENUE</u>					
05-18-4619	INTEREST & DIVIDEND INCOME	129.28	901.05	20.00	(881.05)	4505.3
	TOTAL MISCELLANEOUS REVENUE	129.28	901.05	20.00	(881.05)	4505.3
	TOTAL FUND REVENUE	16,453.12	61,984.28	60,020.00	(1,964.28)	103.3
05-45-5506	CAPITAL OUTLAY--PARKS & EQUIP	25,290.26	90,178.96	106,000.00	15,821.04	85.1
	TOTAL DEPARTMENT 45	25,290.26	90,178.96	106,000.00	15,821.04	85.1
	TOTAL FUND EXPENDITURES	25,290.26	90,178.96	106,000.00	15,821.04	85.1
	NET REVENUE OVER EXPENDITURES	(8,837.14)	(28,194.68)	(45,980.00)	(17,785.32)	(61.3)

TOWN OF MEAD
BALANCE SHEET
DECEMBER 31, 2022

SEWER FUND

ASSETS

06-01-0100	COMBINED CASH	1,637,548.57	
06-01-1305	ACCUM DEPRECIATION - PLANT & E	(3,228,332.32)	
06-01-1306	A/R-UTILITY BILLING	90,164.48	
06-01-1501	LAND - SF OP	294,834.95	
06-01-1502	LAND IMPROV. - SF OP	322,159.37	
06-01-1503	SEWER LINES	1,025,308.44	
06-01-1504	BUILDING - SF OP	281,750.60	
06-01-1506	MACH. & EQUIP. - SF OP	179,757.28	
06-01-1507	TREATMENT PLANT - SF NON OP	6,496,730.44	
06-01-1510	CONSTRUCTION IN PROGRESS	5,794.00	
TOTAL ASSETS			7,105,715.81

LIABILITIES AND EQUITY

LIABILITIES

06-02-2000	ACCOUNTS PAYABLE	18,376.69	
06-02-2200	LOAN PAYABLE CWRPDA--LT	1,471,196.31	
06-02-2201	LOAN PAYABLE CWRPDA--CURRENT	76,793.89	
06-02-2310	EMPLOYEE HEALTH INS. PAYABLE	1,038.52	
06-02-2312	WORKERS COMP INSURANCE PAYABLE	1,110.69	
06-02-2314	401(A) CONTRIBUTIONS PAYABLE	221.84	
06-02-2400	FED. WITHHOLDING TAX PAYABLE	9.42	
06-02-2401	SOCIAL SECURITY TAX PAYABLE	25.34	
06-02-2402	MEDICARE TAX PAYABLE	5.93	
06-02-2403	STATE WITHHOLDING TAX PAYABLE	491.20	
06-02-2404	STATE UNEMPLOYMENT TAX PAYABLE	72.15	
06-02-2410	MISC PAYROLL PAYABLE	4,545.49	
06-02-2500	ACC'D COMPENSATED ABS--CURRENT	906.96	
06-02-2501	ACCR'D COMPENSATED ABSENCES-LT	8,162.64	
06-02-2502	ACCRUED INT PAYABLE--CWRPDA	22,510.35	
06-02-2601	BOND PREMIUM--UNAMORTIZED	53,756.12	
TOTAL LIABILITIES			1,659,223.54

FUND EQUITY

06-02-3001	FUND BALANCE	4,566,212.44	
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	439,879.83	
BALANCE - CURRENT DATE		880,279.83	
TOTAL FUND EQUITY			5,446,492.27
TOTAL LIABILITIES AND EQUITY			7,105,715.81

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2022

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CHARGES FOR SERVICES</u>					
06-11-4150 SEWER USER FEES	72,313.12	903,554.00	888,667.00	(14,887.00)	101.7
06-11-4152 RATERINK LIFT STA. SURCHARGE	2,000.00	2,000.00	.00	(2,000.00)	.0
06-11-4160 SEWER LATE/NSF FEES	1,260.00	16,808.69	18,092.00	1,283.31	92.9
06-11-4165 SEWER TAP FEES	12,676.00	1,266,628.00	480,745.00	(785,883.00)	263.5
TOTAL CHARGES FOR SERVICES	88,249.12	2,188,990.69	1,387,504.00	(801,486.69)	157.8
<u>MISCELLANEOUS REVENUE</u>					
06-18-4619 INTEREST & DIVIDEND INCOME	5,859.83	25,798.32	1,000.00	(24,798.32)	2579.8
06-18-4620 MISC. INCOME	.00	44.50	1,000.00	955.50	4.5
TOTAL MISCELLANEOUS REVENUE	5,859.83	25,842.82	2,000.00	(23,842.82)	1292.1
TOTAL FUND REVENUE	94,108.95	2,214,833.51	1,389,504.00	(825,329.51)	159.4
<u>ADMINISTRATION</u>					
06-40-5001 SALARIES & WAGES	12,037.52	145,814.33	159,981.00	14,166.67	91.1
06-40-5055 OVERTIME	828.21	5,559.09	2,000.00	(3,559.09)	278.0
06-40-5060 PAYROLL TAXES	944.83	11,233.62	12,392.00	1,158.38	90.7
06-40-5065 WORKERS COMP	242.65	3,547.64	2,186.00	(1,361.64)	162.3
06-40-5066 HEALTH INSURANCE	1,834.45	22,271.47	34,689.00	12,417.53	64.2
06-40-5067 DEFERRED COMP/RETIREMENT	576.48	6,560.14	7,153.00	592.86	91.7
06-40-5068 MEDICAL SAVINGS	29.94	508.17	274.00	(234.17)	185.5
06-40-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	500.00	500.00	.0
06-40-5201 COMPUTER / TECHNOLOGY	.00	4,386.00	4,500.00	114.00	97.5
06-40-5205 POSTAGE	378.84	4,016.80	5,000.00	983.20	80.3
06-40-5254 UNIFORMS	.00	.00	914.00	914.00	.0
06-40-5300 TELEPHONE	80.78	941.35	720.00	(221.35)	130.7
06-40-5320 GENERAL LIABILITY INSURANCE	.00	6,421.21	7,455.00	1,033.79	86.1
06-40-5331 DUES AND MEMBERSHIP	.00	1,000.00	828.00	(172.00)	120.8
06-40-5400 LEGAL FEES	784.53	8,596.12	9,720.00	1,123.88	88.4
06-40-5401 CONSULTING FEES	1,766.10	11,122.04	.00	(11,122.04)	.0
06-40-5405 ENGINEERING FEES	2,385.00	15,902.47	30,000.00	14,097.53	53.0
06-40-5410 PLANNING/CONSULTANTS	188.59	1,867.58	2,040.00	172.42	91.6
06-40-5415 AUDIT FEES	.00	6,595.50	6,596.00	.50	100.0
06-40-5460 ADMINISTRATIVE OVERHEAD	1,637.00	6,548.00	6,539.00	(9.00)	100.1
06-40-5700 MISC. EXPENSE	.00	.00	500.00	500.00	.0
06-40-5701 BANK FEES	1,125.45	3,785.81	.00	(3,785.81)	.0
06-40-5705 MILEAGE	25.00	300.00	150.00	(150.00)	200.0
TOTAL ADMINISTRATION	24,865.37	266,977.34	294,137.00	27,159.66	90.8

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2022

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS</u>					
06-47-5210 OPERATING SUPPLIES	.00	1,009.12	1,500.00	490.88	67.3
06-47-5215 REPAIRS & MAINT	12,729.59	44,473.65	95,360.00	50,886.35	46.6
06-47-5227 CHEMICALS	.00	360.00	1,800.00	1,440.00	20.0
06-47-5231 SLUDGE DISPOSAL	6,867.13	54,240.24	97,850.00	43,609.76	55.4
06-47-5248 SEWER LINE REPAIRS	.00	.00	15,000.00	15,000.00	.0
06-47-5253 GAS & OIL	985.52	8,207.39	5,000.00	(3,207.39)	164.2
06-47-5305 UTILITIES	3,856.04	46,846.31	60,270.00	13,423.69	77.7
06-47-5310 TRASH	93.72	1,097.88	1,071.00	(26.88)	102.5
06-47-5363 WEED CONTROL	.00	.00	1,000.00	1,000.00	.0
06-47-5369 EQUIPMENT RENTAL	.00	.00	1,000.00	1,000.00	.0
06-47-5390 SEWER MAINT. CONTRACT	5,043.84	55,887.57	57,750.00	1,862.43	96.8
06-47-5391 SEWER TESTING	1,195.44	7,761.36	6,000.00	(1,761.36)	129.4
06-47-5392 LINE LOCATOR	618.80	6,219.20	6,000.00	(219.20)	103.7
06-47-5393 STATE DISCHARGE PERMIT	.00	3,665.11	3,500.00	(165.11)	104.7
06-47-5394 SEWER LINE FLUSHING	.00	58,496.80	50,000.00	(8,496.80)	117.0
06-47-5396 R&M--RATERINK LIFT STATION	1,716.25	1,716.25	.00	(1,716.25)	.0
06-47-5500 CAPITAL OUTLAY	.00	541,073.00	.00	(541,073.00)	.0
06-47-5551 CAPITAL OUTLAY--GRIT PUMPS/DIG	.00	61,176.00	.00	(61,176.00)	.0
06-47-5552 CAPITAL OUTLAY--WAS PUMPS	.00	2,266.00	.00	(2,266.00)	.0
06-47-5553 CAPITAL OUTLAY--PLC UPGRADES	.00	156,432.37	.00	(156,432.37)	.0
06-47-5556 CAPITAL OUTLAY--CIPP	.00	187,164.64	225,000.00	37,835.36	83.2
06-47-5557 CAPITAL OUTLAY-HEADWORKS MECH	2,619.99	39,728.93	400,000.00	360,271.07	9.9
06-47-5720 CONTINGENCIES	.00	.00	5,000.00	5,000.00	.0
TOTAL OPERATIONS	35,726.32	1,277,821.82	1,033,101.00	(244,720.82)	123.7
<u>DEPARTMENT 58</u>					
06-58-5809 TRF TO MUNICIPAL FACILITIES FD	25,000.00	100,000.00	100,000.00	.00	100.0
TOTAL DEPARTMENT 58	25,000.00	100,000.00	100,000.00	.00	100.0
<u>DEPARTMENT 98</u>					
06-98-9801 2007 CWRPDA LOAN--PRINCIPAL	.00	76,793.89	76,794.00	.11	100.0
06-98-9802 2007 CWRPDA LOAN--INTEREST	.00	53,360.63	53,361.00	.37	100.0
TOTAL DEPARTMENT 98	.00	130,154.52	130,155.00	.48	100.0
TOTAL FUND EXPENDITURES	85,591.69	1,774,953.68	1,557,393.00	(217,560.68)	114.0
NET REVENUE OVER EXPENDITURES	8,517.26	439,879.83	(167,889.00)	(607,768.83)	262.0

TOWN OF MEAD
BALANCE SHEET
DECEMBER 31, 2022

POLICE FUND

ASSETS

08-01-0100	CASH IN COMMON - POLICE	250,667.54	
	TOTAL ASSETS		250,667.54

LIABILITIES AND EQUITY

FUND EQUITY

08-02-3001	FUND BALANCE	132,471.97	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	118,195.57	
	BALANCE - CURRENT DATE	118,195.57	
	TOTAL FUND EQUITY		250,667.54
	TOTAL LIABILITIES AND EQUITY		250,667.54

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2022

POLICE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
08-11-4165 IMPACT FEES	1,042.00	139,092.37	196,101.00	57,008.63	70.9
TOTAL SOURCE 11	1,042.00	139,092.37	196,101.00	57,008.63	70.9
 <u>SOURCE 18</u>					
08-18-4619 INTEREST & DIVIDEND INCOME	896.99	3,956.57	25.00	(3,931.57)	15826.
TOTAL SOURCE 18	896.99	3,956.57	25.00	(3,931.57)	15826.
 TOTAL FUND REVENUE	 1,938.99	 143,048.94	 196,126.00	 53,077.06	 72.9
 <u>DEPARTMENT 42</u>					
08-42-5491 VEHICLE LEASE EXPENSES	1,826.22	24,853.37	41,120.00	16,266.63	60.4
08-42-5500 CAPITAL OUTLAY	.00	.00	9,725.00	9,725.00	.0
08-42-5511 CAPITAL OUTLAY--BLDGS & IMPVTS	.00	.00	200,000.00	200,000.00	.0
TOTAL DEPARTMENT 42	1,826.22	24,853.37	250,845.00	225,991.63	9.9
 TOTAL FUND EXPENDITURES	 1,826.22	 24,853.37	 250,845.00	 225,991.63	 9.9
 NET REVENUE OVER EXPENDITURES	 112.77	 118,195.57	 (54,719.00)	 (172,914.57)	 216.0

TOWN OF MEAD
BALANCE SHEET
DECEMBER 31, 2022

MUNICIPAL FACILITIES FUND

ASSETS

09-01-0100	COMBINED CASH	2,690,240.06	
09-01-1309	LAND	5,000.00	
	TOTAL ASSETS		2,695,240.06

LIABILITIES AND EQUITY

LIABILITIES

09-02-2000	ACCOUNTS PAYABLE	73,198.27	
09-02-2005	RETAINAGE PAYABLE	194,865.12	
	TOTAL LIABILITIES		268,063.39

FUND EQUITY

09-02-3003	FUND BALANCE-MUNICIPAL	4,866,547.06	
09-02-3004	FUND BALANCE-RECREATION	446,649.61	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	(2,886,020.00)	
	BALANCE - CURRENT DATE	(2,886,020.00)	
	TOTAL FUND EQUITY		2,427,176.67
	TOTAL LIABILITIES AND EQUITY		2,695,240.06

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2022

MUNICIPAL FACILITIES FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>FEEES</u>					
09-11-4165	IMPACT FEES	9,136.00	929,894.43	1,560,103.00	630,208.57	59.6
	TOTAL FEES	9,136.00	929,894.43	1,560,103.00	630,208.57	59.6
	<u>GRANTS</u>					
09-15-4545	GRANTS	.00	351,474.76	350,000.00	(1,474.76)	100.4
	TOTAL GRANTS	.00	351,474.76	350,000.00	(1,474.76)	100.4
	<u>SOURCE 16</u>					
09-16-4806	TRANSFER FROM SEWER FUND	25,000.00	100,000.00	100,000.00	.00	100.0
	TOTAL SOURCE 16	25,000.00	100,000.00	100,000.00	.00	100.0
	<u>MISCELLANEOUS REVENUE</u>					
09-18-4619	INTEREST & DIVIDEND INCOME	9,626.80	51,689.23	2,269.00	(49,420.23)	2278.1
	TOTAL MISCELLANEOUS REVENUE	9,626.80	51,689.23	2,269.00	(49,420.23)	2278.1
	TOTAL FUND REVENUE	43,762.80	1,433,058.42	2,012,372.00	579,313.58	71.2
	<u>ADMINISTRATION</u>					
09-40-5410	PLANNING/CONSULTANTS	6,281.20	16,166.56	100,000.00	83,833.44	16.2
	TOTAL ADMINISTRATION	6,281.20	16,166.56	100,000.00	83,833.44	16.2
	<u>DEPARTMENT 44</u>					
09-44-5602	LEASE PURCH PRIN--2021 TRUCK 2	38,287.18	38,287.18	38,287.00	(.18)	100.0
09-44-5603	LEASE PURCH INT--2021 TRUCK 2	4,956.00	4,956.00	4,956.00	.00	100.0
09-44-5604	2021 LEASE PURCH PRIN--TRUCK 1	.00	39,470.18	39,470.00	(.18)	100.0
09-44-5605	2021 LEASE PURCH INT--TRUCK 1	.00	3,773.00	3,773.00	.00	100.0
	TOTAL DEPARTMENT 44	43,243.18	86,486.36	86,486.00	(.36)	100.0

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2022

MUNICIPAL FACILITIES FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 45</u>					
09-45-5491 VEHICLE LEASE EXPENSES	5,288.39	55,629.56	45,047.00	(10,582.56)	123.5
TOTAL DEPARTMENT 45	5,288.39	55,629.56	45,047.00	(10,582.56)	123.5
<u>EXPENDITURES</u>					
09-50-5212 FURNISHINGS	.00	66,105.97	50,000.00	(16,105.97)	132.2
09-50-5500 CAPITAL OUTLAY	131.14	91,665.78	350,000.00	258,334.22	26.2
09-50-5505 CAPITAL OUTLAY--OFFICE EQ	20,120.98	49,213.41	50,000.00	786.59	98.4
09-50-5511 CAPITAL OUTLAY--PW FACILITY	122,840.14	3,482,007.95	4,420,000.00	937,992.05	78.8
09-50-5512 CAPITAL OUTLAY--TH IMPRVMTS	.00	4,638.73	50,000.00	45,361.27	9.3
09-50-5700 MISC. EXPENSE	.00	476.00	.00	(476.00)	.0
09-50-5720 CONTINGENCIES	.00	.00	663,000.00	663,000.00	.0
TOTAL EXPENDITURES	143,092.26	3,694,107.84	5,583,000.00	1,888,892.16	66.2
<u>DEPARTMENT 51</u>					
09-51-5500 CAPITAL OUTLAY	188,070.13	466,688.10	487,249.00	20,560.90	95.8
TOTAL DEPARTMENT 51	188,070.13	466,688.10	487,249.00	20,560.90	95.8
TOTAL FUND EXPENDITURES	385,975.16	4,319,078.42	6,301,782.00	1,982,703.58	68.5
NET REVENUE OVER EXPENDITURES	(342,212.36)	(2,886,020.00)	(4,289,410.00)	(1,403,390.00)	(67.3)

TOWN OF MEAD
BALANCE SHEET
DECEMBER 31, 2022

DOWNTOWN FUND

ASSETS

11-01-0100	COMBINED CASH	15,251.78	
	TOTAL ASSETS		15,251.78

LIABILITIES AND EQUITY

FUND EQUITY

11-02-3001	FUND BALANCE	32,133.03	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	(16,881.25)	
	BALANCE - CURRENT DATE	(16,881.25)	
	TOTAL FUND EQUITY		15,251.78
	TOTAL LIABILITIES AND EQUITY		15,251.78

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2022

DOWNTOWN FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>MISCELLANEOUS REVENUE</u>					
11-18-4619	INTEREST & DIVIDEND INCOME	54.58	263.20	.00	(263.20)	.0
	TOTAL MISCELLANEOUS REVENUE	54.58	263.20	.00	(263.20)	.0
	TOTAL FUND REVENUE	54.58	263.20	.00	(263.20)	.0
	<u>ADMINISTRATION</u>					
11-40-5210	BANNERS & SIGNAGE	.00	421.50	8,652.00	8,230.50	4.9
11-40-5500	CAPITAL OUTLAY	.00	16,722.95	15,000.00	(1,722.95)	111.5
	TOTAL ADMINISTRATION	.00	17,144.45	23,652.00	6,507.55	72.5
	TOTAL FUND EXPENDITURES	.00	17,144.45	23,652.00	6,507.55	72.5
	NET REVENUE OVER EXPENDITURES	54.58	(16,881.25)	(23,652.00)	(6,770.75)	(71.4)

TOWN OF MEAD
BALANCE SHEET
DECEMBER 31, 2022

STORM DRAINAGE FUND

ASSETS

13-01-0100	COMBINED CASH	33,077.79	
	TOTAL ASSETS		33,077.79

LIABILITIES AND EQUITY

FUND EQUITY

13-02-3001	FUND BALANCE	110,872.36	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	(77,794.57)	
	BALANCE - CURRENT DATE	(77,794.57)	
	TOTAL FUND EQUITY		33,077.79
	TOTAL LIABILITIES AND EQUITY		33,077.79

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2022

STORM DRAINAGE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>MISCELLANEOUS REVENUE</u>					
13-18-4619	INTEREST & DIVIDEND INCOME	118.37	851.65	150.00	(701.65)	567.8
	TOTAL MISCELLANEOUS REVENUE	118.37	851.65	150.00	(701.65)	567.8
	TOTAL FUND REVENUE	118.37	851.65	150.00	(701.65)	567.8
	<u>ADMINISTRATION</u>					
13-40-5500	CAPITAL OUTLAY	.00	11,646.22	25,000.00	13,353.78	46.6
	TOTAL ADMINISTRATION	.00	11,646.22	25,000.00	13,353.78	46.6
	<u>TRANSFERS OUT</u>					
13-90-5914	TRANSFER TO TRANSPORTATION FD	16,750.00	67,000.00	67,001.00	1.00	100.0
	TOTAL TRANSFERS OUT	16,750.00	67,000.00	67,001.00	1.00	100.0
	TOTAL FUND EXPENDITURES	16,750.00	78,646.22	92,001.00	13,354.78	85.5
	NET REVENUE OVER EXPENDITURES	(16,631.63)	(77,794.57)	(91,851.00)	(14,056.43)	(84.7)

TOWN OF MEAD
BALANCE SHEET
DECEMBER 31, 2022

TRANSPORTATION FUND

ASSETS

14-01-0100	COMBINED CASH	6,619,243.59	
	TOTAL ASSETS		6,619,243.59

LIABILITIES AND EQUITY

LIABILITIES

14-02-2000	ACCOUNTS PAYABLE	107,883.04	
14-02-2005	RETAINAGE PAYABLE	84,332.65	
	TOTAL LIABILITIES		192,215.69

FUND EQUITY

14-02-3001	FUND BALANCE	3,405,248.02	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	3,021,779.88	
	BALANCE - CURRENT DATE	3,021,779.88	
	TOTAL FUND EQUITY		6,427,027.90
	TOTAL LIABILITIES AND EQUITY		6,619,243.59

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2022

TRANSPORTATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>FEEES</u>					
14-11-4165	IMPACT FEES	12,642.00	1,947,060.99	2,682,344.00	735,283.01	72.6
	TOTAL FEES	12,642.00	1,947,060.99	2,682,344.00	735,283.01	72.6
	<u>GRANTS</u>					
14-15-4570	GRANTS	.00	86,796.07	620,000.00	533,203.93	14.0
	TOTAL GRANTS	.00	86,796.07	620,000.00	533,203.93	14.0
	<u>SOURCE 16</u>					
14-16-4813	TRANSFER FROM STORM DRAINAGE	16,750.00	67,000.00	67,001.00	1.00	100.0
14-16-4820	TRANSFER FROM MURA	312,500.00	1,250,000.00	1,250,000.00	.00	100.0
	TOTAL SOURCE 16	329,250.00	1,317,000.00	1,317,001.00	1.00	100.0
	<u>MISCELLANEOUS REVENUE</u>					
14-18-4619	INTEREST & DIVIDEND INCOME	23,686.42	98,612.50	2,000.00	(96,612.50)	4930.6
	TOTAL MISCELLANEOUS REVENUE	23,686.42	98,612.50	2,000.00	(96,612.50)	4930.6
	<u>SOURCE 19</u>					
14-19-4941	P.I.L.O.CONSTRUCTION	.00	9,600.00	.00	(9,600.00)	.0
	TOTAL SOURCE 19	.00	9,600.00	.00	(9,600.00)	.0
	TOTAL FUND REVENUE	365,578.42	3,459,069.56	4,621,345.00	1,162,275.44	74.9

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2022

TRANSPORTATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
14-40-5405 ENGINEERING FEES	.00	7,726.32	30,000.00	22,273.68	25.8
14-40-5500 CAPITAL OUTLAY--WELKER/3RD	11,195.00	163,616.20	4,525,000.00	4,361,383.80	3.6
14-40-5501 CAPITAL OUTLAY--SAFE RTESTOSCH	.00	.00	400,000.00	400,000.00	.0
14-40-5505 CAPITAL OUTLAY--3RD ST.& TRAIL	.00	130,939.73	.00	(130,939.73)	.0
14-40-5558 CAPITAL OUTLAY--3RD ST. IMPVTS	.00	8,990.00	.00	(8,990.00)	.0
14-40-5562 CAPITAL OUTLAY-Y BRIDGE DESIGN	.00	.00	125,000.00	125,000.00	.0
14-40-5563 CAPITAL OUTLAY-Z BRIDGE DESIGN	.00	.00	125,000.00	125,000.00	.0
14-40-5564 CAPITAL OUTLAY--WING WALL	117,405.12	125,390.12	100,000.00	(25,390.12)	125.4
14-40-5565 CAPITAL OUTLAY-SH66/CR7 UNDER	.00	.00	375,000.00	375,000.00	.0
14-40-5591 CAPITAL OUTLAY-X BRIDGE DESIGN	.00	.00	175,000.00	175,000.00	.0
14-40-5600 VEHICLE LEASE--CM	.00	627.31	.00	(627.31)	.0
14-40-5720 CONTINGENCIES	.00	.00	47,500.00	47,500.00	.0
 TOTAL EXPENDITURES	 128,600.12	 437,289.68	 5,902,500.00	 5,465,210.32	 7.4
 TOTAL FUND EXPENDITURES	 128,600.12	 437,289.68	 5,902,500.00	 5,465,210.32	 7.4
 NET REVENUE OVER EXPENDITURES	 236,978.30	 3,021,779.88	 (1,281,155.00)	 (4,302,934.88)	 235.9

TOWN OF MEAD
BALANCE SHEET
DECEMBER 31, 2022

PARKS & OPEN SPACE

ASSETS

18-01-0100	CASH IN COMMON - PARKS & OPEN	1,732,287.71	
	TOTAL ASSETS		1,732,287.71

LIABILITIES AND EQUITY

LIABILITIES

18-02-2000	ACCOUNTS PAYABLE	58.46	
18-02-2005	RETAINAGE PAYABLE	16,820.30	
	TOTAL LIABILITIES		16,878.76

FUND EQUITY

18-02-3001	FUND BALANCE	1,167,514.38	
18-02-3005	FUND BALANCE - OPEN SPACE	637,109.78	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	(89,215.21)	
	BALANCE - CURRENT DATE	(89,215.21)	
	TOTAL FUND EQUITY		1,715,408.95
	TOTAL LIABILITIES AND EQUITY		1,732,287.71

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2022

PARKS & OPEN SPACE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>FEEES</u>					
18-11-4165	IMPACT FEES	5,636.00	284,618.00	744,077.00	459,459.00	38.3
	TOTAL FEES	5,636.00	284,618.00	744,077.00	459,459.00	38.3
	<u>MISCELLANEOUS REVENUE</u>					
18-18-4527	GOCO GRANT--FISHING IS FUN	.00	89,625.00	.00	(89,625.00)	.0
18-18-4619	INTEREST & DIVIDEND INCOME	6,198.85	27,704.27	1,200.00	(26,504.27)	2308.7
	TOTAL MISCELLANEOUS REVENUE	6,198.85	117,329.27	1,200.00	(116,129.27)	9777.4
	TOTAL FUND REVENUE	11,834.85	401,947.27	745,277.00	343,329.73	53.9
	<u>ADMINISTRATION</u>					
18-40-5500	CAPITAL OUTLAY	198.36	454,044.55	400,000.00	(54,044.55)	113.5
18-40-5720	CONTINGENCIES	.00	1,432.20	200,000.00	198,567.80	.7
	TOTAL ADMINISTRATION	198.36	455,476.75	600,000.00	144,523.25	75.9
	<u>DEPARTMENT 45</u>					
18-45-5500	CAPITAL OUTLAY	.00	18,333.00	18,333.00	.00	100.0
	TOTAL DEPARTMENT 45	.00	18,333.00	18,333.00	.00	100.0
	<u>CAPITAL PROJECTS</u>					
18-52-5500	CAPITAL OUTLAY	.00	17,352.73	168,000.00	150,647.27	10.3
	TOTAL CAPITAL PROJECTS	.00	17,352.73	168,000.00	150,647.27	10.3
	TOTAL FUND EXPENDITURES	198.36	491,162.48	786,333.00	295,170.52	62.5
	NET REVENUE OVER EXPENDITURES	11,636.49	(89,215.21)	(41,056.00)	48,159.21	(217.3)

TOWN OF MEAD
BALANCE SHEET
DECEMBER 31, 2022

CAPITAL IMPROVEMENT FUND

ASSETS

19-01-0100	COMBINED CASH	939,833.52	
	TOTAL ASSETS		939,833.52

LIABILITIES AND EQUITY

FUND EQUITY

19-02-3001	FUND BALANCE	925,415.32	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	14,418.20	
	BALANCE - CURRENT DATE	14,418.20	
	TOTAL FUND EQUITY		939,833.52
	TOTAL LIABILITIES AND EQUITY		939,833.52

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2022

CAPITAL IMPROVEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISCELLANEOUS REVENUE</u>					
19-18-4619 INTEREST & DIVIDEND INCOME	3,363.12	14,418.20	3,500.00	(10,918.20)	412.0
TOTAL MISCELLANEOUS REVENUE	3,363.12	14,418.20	3,500.00	(10,918.20)	412.0
TOTAL FUND REVENUE	3,363.12	14,418.20	3,500.00	(10,918.20)	412.0
NET REVENUE OVER EXPENDITURES	3,363.12	14,418.20	3,500.00	(10,918.20)	412.0

TOWN OF MEAD
BALANCE SHEET
DECEMBER 31, 2022

MEAD URBAN RENEWAL AUTHORITY

ASSETS

20-01-0100	COMBINED CASH	3,108,594.12	
20-01-1250	PROPERTY TAX RECEIVABLE	2,419,438.00	
20-01-1301	A/R - MURA	610.60	
	TOTAL ASSETS		5,528,642.72

LIABILITIES AND EQUITY

LIABILITIES

20-02-2000	ACCOUNTS PAYABLE	7,721.03	
20-02-2310	EMPLOYEE HEALTH INS. PAYABLE	2,081.36	
20-02-2312	WORKERS COMP INSURANCE PAYABLE	673.98	
20-02-2314	401(A) CONTRIBUTIONS PAYABLE	1,109.26	
20-02-2403	STATE WITHHOLDING TAX PAYABLE	534.52	
20-02-2404	STATE UNEMPLOYMENT TAX PAYABLE	74.99	
20-02-2410	MISC PAYROLL PAYABLE	5,832.86	
20-02-2700	DEFERRED INFLOWS- PROPERTY TAX	2,419,438.00	
	TOTAL LIABILITIES		2,437,466.00

FUND EQUITY

20-02-3001	FUND BALANCE	3,518,577.66	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	(427,400.94)	
	BALANCE - CURRENT DATE	(427,400.94)	
	TOTAL FUND EQUITY		3,091,176.72
	TOTAL LIABILITIES AND EQUITY		5,528,642.72

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2022

MEAD URBAN RENEWAL AUTHORITY

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>TAXES</u>					
20-10-4050	TAX INCREMENT REVENUE (TIF)	.00	2,416,148.78	2,424,921.00	8,772.22	99.6
	TOTAL TAXES	.00	2,416,148.78	2,424,921.00	8,772.22	99.6
	<u>FEES</u>					
20-11-4110	ADMINISTRATIVE FEE	3,099.00	12,396.00	12,396.00	.00	100.0
	TOTAL FEES	3,099.00	12,396.00	12,396.00	.00	100.0
	<u>MISCELLANEOUS REVENUE</u>					
20-18-4619	INTEREST & DIVIDEND INCOME	11,123.85	58,551.46	3,153.00	(55,398.46)	1857.0
	TOTAL MISCELLANEOUS REVENUE	11,123.85	58,551.46	3,153.00	(55,398.46)	1857.0
	TOTAL FUND REVENUE	14,222.85	2,487,096.24	2,440,470.00	(46,626.24)	101.9
	<u>ADMINISTRATION</u>					
20-40-5001	SALARIES & WAGES	13,081.77	172,859.57	177,730.00	4,870.43	97.3
20-40-5055	OVERTIME	.00	.89	.00	(.89)	.0
20-40-5060	PAYROLL TAXES	740.70	12,058.66	13,596.00	1,537.34	88.7
20-40-5065	WORKERS COMP	101.95	1,404.88	550.00	(854.88)	255.4
20-40-5066	HEALTH INSURANCE	1,694.67	21,255.88	22,050.00	794.12	96.4
20-40-5067	DEFERRED COMP/RETIREMENT	869.88	11,386.05	2,281.00	(9,105.05)	499.2
20-40-5068	MEDICAL SAVINGS	39.62	522.24	117.00	(405.24)	446.4
20-40-5100	TIF REVENUE SHARING	3,099.00	1,350,856.32	1,396,953.00	46,096.68	96.7
20-40-5300	TELEPHONE	36.50	438.00	100.00	(338.00)	438.0
20-40-5320	GENERAL LIABILITY INSURANCE	.00	2,568.45	2,982.00	413.55	86.1
20-40-5340	PUBLISHED NOTICES	.00	26.97	.00	(26.97)	.0
20-40-5400	LEGAL FEES	5,596.50	13,167.95	40,000.00	26,832.05	32.9
20-40-5401	CONSULTING FEES	1,584.17	9,929.80	40,000.00	30,070.20	24.8
20-40-5415	AUDIT FEES	.00	2,198.50	2,199.00	.50	100.0
20-40-5425	COUNTY TREASURER'S FEE	.00	36,251.25	36,374.00	122.75	99.7
20-40-5427	TIF ADVANCE	.00	.00	1,000,000.00	1,000,000.00	.0
20-40-5500	CAPITAL OUTLAY	.00	27,232.71	33,333.00	6,100.29	81.7
20-40-5700	MISC. EXPENSE	.00	839.06	.00	(839.06)	.0
20-40-5705	MILEAGE	125.00	1,500.00	.00	(1,500.00)	.0
20-40-5914	TRANSFER TO TRANSPORTATION FD	312,500.00	1,250,000.00	1,250,000.00	.00	100.0
	TOTAL ADMINISTRATION	339,469.76	2,914,497.18	4,018,265.00	1,103,767.82	72.5
	TOTAL FUND EXPENDITURES	339,469.76	2,914,497.18	4,018,265.00	1,103,767.82	72.5

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2022

MEAD URBAN RENEWAL AUTHORITY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	(325,246.91)	(427,400.94)	(1,577,795.00)	(1,150,394.06)	(27.1)

TOWN OF MEAD
BALANCE SHEET
DECEMBER 31, 2022

ART IN PUBLIC PLACES FUND

LIABILITIES AND EQUITY

FUND EQUITY

21-02-3001	FUND BALANCE		6,100.74	
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	(	6,100.74)	
	BALANCE - CURRENT DATE	(	6,100.74)	
	TOTAL FUND EQUITY			.00
	TOTAL LIABILITIES AND EQUITY			.00

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2022

ART IN PUBLIC PLACES FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>MISCELLANEOUS REVENUE</u>					
21-18-4619	INTEREST & DIVIDEND INCOME	17.61	6.26	6.00	(.26)	104.3
	TOTAL MISCELLANEOUS REVENUE	17.61	6.26	6.00	(.26)	104.3
	TOTAL FUND REVENUE	17.61	6.26	6.00	(.26)	104.3
	<u>ADMINISTRATION</u>					
21-40-5500	CAPITAL OUTLAY	.00	6,107.00	6,107.00	.00	100.0
	TOTAL ADMINISTRATION	.00	6,107.00	6,107.00	.00	100.0
	TOTAL FUND EXPENDITURES	.00	6,107.00	6,107.00	.00	100.0
	NET REVENUE OVER EXPENDITURES	17.61	(6,100.74)	(6,101.00)	(.26)	(100.0)

Report Criteria:

Report type: GL detail

Check.Voided = No

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
01/23	01/26/2023	35985	SAMSCLUB	4230 01.02.2	01-47-5210	10021375541 PW	88.02
01/23	01/26/2023	35985	SAMSCLUB	4230 01.02.2	01-47-5210	100213403948 PW	168.96
01/23	01/26/2023	35985	SAMSCLUB	4230 01.02.2	01-40-5200	10025470600 12/19/22	2.58
01/23	01/26/2023	35985	SAMSCLUB	4230 01.02.2	01-42-5200	10025470600 12/19/22	5.16
01/23	01/26/2023	35985	SAMSCLUB	4230 01.02.2	01-42-5210	10025470600 12/19/22	599.98
01/23	01/26/2023	35985	SAMSCLUB	4230 01.02.2	01-40-5200	10025393583 12/19/22	98.96
01/23	01/26/2023	35985	SAMSCLUB	4230 01.02.2	01-42-5200	10025393583 12/19/22	40.30
01/23	01/26/2023	35985	SAMSCLUB	4230 01.02.2	01-42-5210	10025393583 12/19/22	69.86
Total 35985:							1,073.82
01/23	01/30/2023	36024	4Rivers Equipment	1419059	04-44-5216	Battery Backhoe	171.36
Total 36024:							171.36
01/23	01/30/2023	36025	AAA AUTO PARTS INC.	251986	01-44-5216	Drip pan	47.98
01/23	01/30/2023	36025	AAA AUTO PARTS INC.	252385	01-47-5210	Shop needs	246.87
Total 36025:							294.85
01/23	01/30/2023	36026	Accident Investigation & Reconstr	0077	01-42-5330	Training - DS	550.00
Total 36026:							550.00
01/23	01/30/2023	36027	ADAMSON POLICE PRODUCTS	INV390324	01-42-5254	Uniform	50.34
01/23	01/30/2023	36027	ADAMSON POLICE PRODUCTS	INV390329	01-42-5254	Uniform	103.40
Total 36027:							153.74
01/23	01/30/2023	36028	All Copy Products, Inc.	AR3795743	01-47-5315	Contract base & overcharge - copies	73.41
Total 36028:							73.41
01/23	01/30/2023	36029	AMAZON CAPITAL SERVICES	1C6K-NVCL-	01-42-5210	operating supplies	24.99
01/23	01/30/2023	36029	AMAZON CAPITAL SERVICES	1DD9-V3TP-	01-47-5210	Credit for 11V3-7LMF-LKM1 - operating s	30.15-
01/23	01/30/2023	36029	AMAZON CAPITAL SERVICES	1DLR-HQ9V-	01-42-5210	Operating Supplies	48.63
01/23	01/30/2023	36029	AMAZON CAPITAL SERVICES	1R7L-7CWP-	01-42-5210	Operating Supplies	25.99
01/23	01/30/2023	36029	AMAZON CAPITAL SERVICES	1R7L-7CWP-	01-40-5210	Operating Supplies	19.99
01/23	01/30/2023	36029	AMAZON CAPITAL SERVICES	1R7L-7CWP-	01-40-5200	Office Supplies	11.91
01/23	01/30/2023	36029	AMAZON CAPITAL SERVICES	1TPM-MNYL-	01-42-5210	Operating Supplies - credit inv #1MPJ-6	24.99-
Total 36029:							76.37
01/23	01/30/2023	36030	Andres Salazar	123122	01-42-5330	Employee Reimbursement - Mileage and	234.25
Total 36030:							234.25
01/23	01/30/2023	36031	Arnold Machinery Company	E3S417	09-50-5505	PW Bldg Equip	3,310.50
Total 36031:							3,310.50
01/23	01/30/2023	36032	ASPHALT SPECIALTIES CO., IN	ASCI-21070	14-02-2005	3rd St Paving - Retainage	78,926.83

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 36032:							78,926.83
01/23	01/30/2023	36033	AXON ENTERPRISES, INC.	INUS128615	01-42-5255	Equipment	11,844.00
01/23	01/30/2023	36033	AXON ENTERPRISES, INC.	INUS131471	01-42-5210	Bundle	2,098.42
Total 36033:							13,942.42
01/23	01/30/2023	36034	BUCKEYE WELDING SUPPLY C	05074170	01-44-5369	Cylinder Rental	7.65
Total 36034:							7.65
01/23	01/30/2023	36035	CARDMEMBER SERVICE	1368 122722	01-49-5236	linkedin promo post	110.07
01/23	01/30/2023	36035	CARDMEMBER SERVICE	1368 122722	01-49-5203	staff apparel	202.77
01/23	01/30/2023	36035	CARDMEMBER SERVICE	1368 122722	01-49-5262	Christmas in the Park	137.00
01/23	01/30/2023	36035	CARDMEMBER SERVICE	1368 122722	01-49-5262	Christmas in the Park	5.76
01/23	01/30/2023	36035	CARDMEMBER SERVICE	1368 122722	01-49-5236	linkedin promo post	117.69
01/23	01/30/2023	36035	CARDMEMBER SERVICE	1368 122722	01-49-5330	CPR Training	117.00
01/23	01/30/2023	36035	CARDMEMBER SERVICE	1368 122722	01-49-5330	CPR Training	117.00
01/23	01/30/2023	36035	CARDMEMBER SERVICE	1368 122722	01-49-5330	CPR Training	117.00
01/23	01/30/2023	36035	CARDMEMBER SERVICE	1368 122722	01-49-5330	CPR Training	117.00
01/23	01/30/2023	36035	CARDMEMBER SERVICE	1368 122722	01-49-5349	wellness reward	72.52
01/23	01/30/2023	36035	CARDMEMBER SERVICE	1368 122722	01-49-5262	Christmas in the Park	25.89
01/23	01/30/2023	36035	CARDMEMBER SERVICE	1368 122722	01-49-5262	Christmas in the Park	40.68
01/23	01/30/2023	36035	CARDMEMBER SERVICE	1368 122722	01-49-5236	linkedin promo post	10.09
01/23	01/30/2023	36035	CARDMEMBER SERVICE	1368 122722	01-49-5349	Wellness Subscription	140.00
01/23	01/30/2023	36035	CARDMEMBER SERVICE	1368 122722	01-49-5203	staff apparel	170.41
01/23	01/30/2023	36035	CARDMEMBER SERVICE	1368 122722	01-41-5841	mayor coins	639.00
01/23	01/30/2023	36035	CARDMEMBER SERVICE	1368 122722	01-49-5331	Mead Messenger Newsletter subscriptio	17.00
01/23	01/30/2023	36035	CARDMEMBER SERVICE	1368 122722	01-49-5265	senior lunch	432.00
01/23	01/30/2023	36035	CARDMEMBER SERVICE	1368 122722	01-49-5203	staff apparel	83.86
01/23	01/30/2023	36035	CARDMEMBER SERVICE	1368 122722	01-49-5349	wellness reward	96.69
01/23	01/30/2023	36035	CARDMEMBER SERVICE	1368 122722	01-49-5331	URL subscription	35.00
01/23	01/30/2023	36035	CARDMEMBER SERVICE	1368 122722	01-49-5260	recreation supplies	649.74
01/23	01/30/2023	36035	CARDMEMBER SERVICE	1368 122722	01-49-5260	recreation supplies	113.90
01/23	01/30/2023	36035	CARDMEMBER SERVICE	1368 122722	01-49-5260	recreation supplies	29.88
01/23	01/30/2023	36035	CARDMEMBER SERVICE	1454 122722	01-43-5700	DRC Meeting	40.49
01/23	01/30/2023	36035	CARDMEMBER SERVICE	1454 122722	01-43-5700	DRC Meeting	46.77
01/23	01/30/2023	36035	CARDMEMBER SERVICE	3514 122722	01-40-5700	Sr Staff Team Bldg Lunch	195.23
01/23	01/30/2023	36035	CARDMEMBER SERVICE	3514 122722	01-40-5331	Subscription - Greeley Tribune	6.99
01/23	01/30/2023	36035	CARDMEMBER SERVICE	3514 122722	01-40-5331	Subscription - Coloradoan	14.99
01/23	01/30/2023	36035	CARDMEMBER SERVICE	3514 122722	01-44-5364	Snow removal part pick-up	9.60
01/23	01/30/2023	36035	CARDMEMBER SERVICE	3514 122722	01-47-5330	Training - DK	27.90
01/23	01/30/2023	36035	CARDMEMBER SERVICE	3514 122722	01-42-5330	Training - PD	29.35
01/23	01/30/2023	36035	CARDMEMBER SERVICE	5590 122722	09-50-5500	MVFRD Permit for Remodel	131.14
01/23	01/30/2023	36035	CARDMEMBER SERVICE	5590 122722	01-47-5216	Sr Inspector - Mo Car Wash	12.00
01/23	01/30/2023	36035	CARDMEMBER SERVICE	5590 122722	01-47-5330	Sr Inspector - APWA Conf	225.00
01/23	01/30/2023	36035	CARDMEMBER SERVICE	5590 122722	01-47-5331	Deputy Town Eng - annl dues CASFM	40.00
01/23	01/30/2023	36035	CARDMEMBER SERVICE	5590 122722	01-47-5331	Deputy Town Eng - annl dues ASFPM	175.00
01/23	01/30/2023	36035	CARDMEMBER SERVICE	5590 122722	01-47-5331	Deputy Town Eng - annl dues ASCE	280.00
01/23	01/30/2023	36035	CARDMEMBER SERVICE	5590 122722	09-50-5511	Owl & adapter for Conf Rm	1,083.95
01/23	01/30/2023	36035	CARDMEMBER SERVICE	5590 122722	01-44-5216	Scanner - Mechanic Fleet	2,299.00
01/23	01/30/2023	36035	CARDMEMBER SERVICE	6819 122722	01-42-5331	Dues/Membership - IACP	190.00
01/23	01/30/2023	36035	CARDMEMBER SERVICE	6819 122722	01-42-5331	Dues/Membership - Co Assoc	125.00
01/23	01/30/2023	36035	CARDMEMBER SERVICE	6819 122722	01-42-5700	Hiring/Interviews	80.99
01/23	01/30/2023	36035	CARDMEMBER SERVICE	6819 122722	01-42-5210	Storage Shelves	87.45

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
01/23	01/30/2023	36035	CARDMEMBER SERVICE	7661 122722	01-42-5700	Hedge	61.51
01/23	01/30/2023	36035	CARDMEMBER SERVICE	7661 122722	01-42-5215	PD Lighting	83.78
01/23	01/30/2023	36035	CARDMEMBER SERVICE	7665 122722	01-47-5310	Tire Recycling	35.00
01/23	01/30/2023	36035	CARDMEMBER SERVICE	7665 122722	01-47-5210	Shop Needs	21.98
01/23	01/30/2023	36035	CARDMEMBER SERVICE	7665 122722	01-45-5330	Guide/CDA Manual x 3	101.34
01/23	01/30/2023	36035	CARDMEMBER SERVICE	9596 122722	01-42-5216	Carwash - 11/28/22 x 9	90.00
01/23	01/30/2023	36035	CARDMEMBER SERVICE	9596 122722	01-42-5216	Carwash - 12/27/22 x 10	100.00
01/23	01/30/2023	36035	CARDMEMBER SERVICE	9596 122722	01-42-5210	Screen wipes	10.94
01/23	01/30/2023	36035	CARDMEMBER SERVICE	9596 122722	01-42-5330	NASRO training - AS	400.00
01/23	01/30/2023	36035	CARDMEMBER SERVICE	9596 122722	01-42-5330	NASRO training - AS	335.45
01/23	01/30/2023	36035	CARDMEMBER SERVICE	9596 122722	01-42-5210	Printer Ink	223.26
01/23	01/30/2023	36035	CARDMEMBER SERVICE	9596 122722	01-42-5201	Adobe Subscription - MR	14.99
01/23	01/30/2023	36035	CARDMEMBER SERVICE	9596 122722	18-40-5500	Highland Lake Camera	58.46
01/23	01/30/2023	36035	CARDMEMBER SERVICE	9596 122722	01-42-5330	NASRO training - AS	246.29
01/23	01/30/2023	36035	CARDMEMBER SERVICE	9596 122722	01-42-5700	PD Holiday Dinner	55.62
01/23	01/30/2023	36035	CARDMEMBER SERVICE	9596 122722	01-42-5700	PD Holiday Dinner	52.84
01/23	01/30/2023	36035	CARDMEMBER SERVICE	9596 122722	01-42-5700	PD Holiday Dinner	49.96
01/23	01/30/2023	36035	CARDMEMBER SERVICE	9596 122722	01-42-5700	PD Holiday Dinner	70.80
01/23	01/30/2023	36035	CARDMEMBER SERVICE	9596 122722	01-42-5700	PD Holiday Dinner	13.63
01/23	01/30/2023	36035	CARDMEMBER SERVICE	9596 122722	01-42-5201	Adobe Subscription - NB	12.99
01/23	01/30/2023	36035	CARDMEMBER SERVICE	9596 122722	01-42-5330	NASRO Training - AS	578.34
01/23	01/30/2023	36035	CARDMEMBER SERVICE	9596 122722	01-42-5255	Stop Sticks (x8) for vehicles	1,320.00
01/23	01/30/2023	36035	CARDMEMBER SERVICE	9596 122722	01-42-5331	Membership - IACP for NB	190.00
01/23	01/30/2023	36035	CARDMEMBER SERVICE	9596 122722	01-42-5255	Stop signs for crossing guards	87.27
01/23	01/30/2023	36035	CARDMEMBER SERVICE	9596 122722	01-42-5331	CO Assoc - NB	250.00
01/23	01/30/2023	36035	CARDMEMBER SERVICE	9596 122722	01-42-5255	Light wands for traffic direction	83.77
01/23	01/30/2023	36035	CARDMEMBER SERVICE	9596 122722	01-42-5700	Mtg w Lgmt Chief (4)	100.15
Total 36035:							13,347.17
01/23	01/30/2023	36036	CASELLE	122079	01-40-5399	Support- Feb 2023	816.20
01/23	01/30/2023	36036	CASELLE	122079	01-48-5399	Support- Feb 2023	148.40
01/23	01/30/2023	36036	CASELLE	122079	06-40-5399	Support- Feb 2023	519.40
Total 36036:							1,484.00
01/23	01/30/2023	36037	Challenger Teamwear LLC	1176913	01-49-5260	Rec Jersey - 2023	6,143.82
Total 36037:							6,143.82
01/23	01/30/2023	36038	CIRSA	222201	01-40-5320	General Liability Insurance - Add/Delete	36.56
01/23	01/30/2023	36038	CIRSA	222201	01-41-5320	General Liability Insurance - Add/Delete	14.62
01/23	01/30/2023	36038	CIRSA	222201	01-42-5320	General Liability Insurance - Add/Delete	204.75
01/23	01/30/2023	36038	CIRSA	222201	01-43-5320	General Liability Insurance - Add/Delete	58.50
01/23	01/30/2023	36038	CIRSA	222201	01-44-5320	General Liability Insurance - Add/Delete	182.80
01/23	01/30/2023	36038	CIRSA	222201	01-45-5320	General Liability Insurance - Add/Delete	73.12
01/23	01/30/2023	36038	CIRSA	222201	01-47-5320	General Liability Insurance - Add/Delete	36.56
01/23	01/30/2023	36038	CIRSA	222201	01-48-5320	General Liability Insurance - Add/Delete	14.62
01/23	01/30/2023	36038	CIRSA	222201	01-49-5320	General Liability Insurance - Add/Delete	58.50
01/23	01/30/2023	36038	CIRSA	222201	06-40-5320	General Liability Insurance - Add/Delete	36.56
01/23	01/30/2023	36038	CIRSA	222201	20-40-5320	General Liability Insurance - Add/Delete	14.62
Total 36038:							731.21
01/23	01/30/2023	36039	CivicPlus	247387	01-40-5325	Website - 2023	1,800.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 36039:							1,800.00
01/23	01/30/2023	36040	Cribari Law Firm	11.30.22	01-48-5455	Prosecuting Attorney - Nov 2022	2,457.00
01/23	01/30/2023	36040	Cribari Law Firm	12.31.22	01-48-5455	Prosecuting Attorney - Dec 2022	2,242.00
Total 36040:							4,699.00
01/23	01/30/2023	36041	Danelle Rivera	01.01.2023	01-40-5705	Mileage Reimbursement	28.82
Total 36041:							28.82
01/23	01/30/2023	36042	Denali Water Solutions LLC	INV372656	06-47-5231	Sludge Disposal - Nov 23 2022	910.00
01/23	01/30/2023	36042	Denali Water Solutions LLC	INV379979	06-47-5231	Sludge Disposal - 12/19/22	913.15
01/23	01/30/2023	36042	Denali Water Solutions LLC	INV382322	06-47-5231	Sludge Disposal - Jan 2023	907.48
Total 36042:							2,730.63
01/23	01/30/2023	36043	Denver Nuggets	304943928-1	01-49-5260	Basketball Jersey (3-8th grade) - 2022	2,860.00
Total 36043:							2,860.00
01/23	01/30/2023	36044	Ditesco LLC	2022-623	09-50-5500	TOM - Courtroom Remodel - Dec 2022	3,058.31
01/23	01/30/2023	36044	Ditesco LLC	2022-625	09-50-5511	TOM - PW Facility	1,098.00
01/23	01/30/2023	36044	Ditesco LLC	2022-629	09-51-5500	TOM - Community Center	9,959.94
Total 36044:							14,116.25
01/23	01/30/2023	36045	DYNAMIC DESIGNS PRINTING,	53893	01-49-5202	Community Summary	2,127.33
01/23	01/30/2023	36045	DYNAMIC DESIGNS PRINTING,	53893	01-49-5205	Community Summary	472.88
Total 36045:							2,600.21
01/23	01/30/2023	36046	Essenza Architecture	2206-03	09-51-5500	Comm Ctr	21,423.40
Total 36046:							21,423.40
01/23	01/30/2023	36047	FASTENAL	COLON9923	01-44-5364	snow removal	173.97
01/23	01/30/2023	36047	FASTENAL	COLON9931	01-44-5364	snow removal	24.60
01/23	01/30/2023	36047	FASTENAL	COLON9931	01-44-5255	equipment	21.23
01/23	01/30/2023	36047	FASTENAL	COLON9951	04-44-5364	Plow Bolt	3.50
Total 36047:							223.30
01/23	01/30/2023	36048	Felsburg Holt & Ullevig	36047	14-40-5500	3rd & Welker - Dec 2022	9,747.25
Total 36048:							9,747.25
01/23	01/30/2023	36049	First Armored Services	1844	08-42-5491	Graphics Pkg	1,008.00
01/23	01/30/2023	36049	First Armored Services	1845	08-42-5491	Vehicle Equip	10,761.99
Total 36049:							11,769.99
01/23	01/30/2023	36050	Fit For You Mead	1019	01-49-5265	Sr. Exercise - Dec 2022	203.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 36050:							203.00
01/23	01/30/2023	36051	Fox Tuttle Transportation Group	19045-45	01-02-2615	Club Car Wash (329) - Dec 2022	1,000.00
Total 36051:							1,000.00
01/23	01/30/2023	36052	Garcias Carpet and Tile	12469	01-42-5215	PD Reno	17,717.85
Total 36052:							17,717.85
01/23	01/30/2023	36053	Garretson's Sports Center	8283	01-44-5210	Logos for DK and CW tops	200.00
Total 36053:							200.00
01/23	01/30/2023	36054	Government Social Media LLC	2023-210013	01-49-5330	Training - 2023	919.00
Total 36054:							919.00
01/23	01/30/2023	36055	GREELEY LOCK AND KEY	0000020374	09-50-5511	Door Clicker for PW	693.28
Total 36055:							693.28
01/23	01/30/2023	36056	GROUND ENGINEERING, INC.	220669.0-2	14-40-5564	North Creek Culvert Repair - 12/4/22 - 1/	1,492.50
Total 36056:							1,492.50
01/23	01/30/2023	36057	Iworq Systems inc	199509	04-44-5201	Software Mgmt & Support - 2/2023 - 1/20	3,250.00
Total 36057:							3,250.00
01/23	01/30/2023	36058	Jeff Kurtz	01132023	01-02-2308	Rental Deposit Refund - from 7/30/22 ren	200.00
Total 36058:							200.00
01/23	01/30/2023	36059	JOHN DEERE FINANCIAL	27406 01012	01-44-5216	Clothing - DP	184.98
Total 36059:							184.98
01/23	01/30/2023	36060	Kimball Midwest	100604723	01-44-5210	Operating Supplies	391.67
01/23	01/30/2023	36060	Kimball Midwest	100643146	01-44-5210	Shop Supplies	538.80
01/23	01/30/2023	36060	Kimball Midwest	100654208	01-44-5210	Backorder Item of #531129U7 - Shop Su	216.69
Total 36060:							1,147.16
01/23	01/30/2023	36061	KISSINGER & FELLMAN PC	3349	01-90-8155	Broadband-Dec 2022	1,372.50
Total 36061:							1,372.50
01/23	01/30/2023	36062	KONICA MINOLTA BUSINESS S	284656135	01-42-5315	Copies (machine 3134) - Dec 2022	32.61
01/23	01/30/2023	36062	KONICA MINOLTA BUSINESS S	284677760	01-40-5315	Copies (machine 0350) - Dec 2022	100.95
Total 36062:							133.56
01/23	01/30/2023	36063	LONGMONT HUMANE SOCIETY	ME123122	01-42-5346	Animal Impounds	190.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 36063:							190.00
01/23	01/30/2023	36064	LOVELAND BARRICADE LLC	19502	04-44-5252	PW - HI	67.50
01/23	01/30/2023	36064	LOVELAND BARRICADE LLC	19503	04-44-5252	Bus Stop Sign	125.00
Total 36064:							192.50
01/23	01/30/2023	36065	MAC EQUIPMENT INC	419794	01-45-5216	Park Mowers	219.56
01/23	01/30/2023	36065	MAC EQUIPMENT INC	421168	04-44-5364	Snow Blower	1,159.99
01/23	01/30/2023	36065	MAC EQUIPMENT INC	422015	04-44-5364	Equipment	468.80
Total 36065:							1,848.35
01/23	01/30/2023	36066	MAIN STREET MAT COMPANY	150736	01-40-5210	Mat svcs - Dec 2022	65.50
01/23	01/30/2023	36066	MAIN STREET MAT COMPANY	150737	01-42-5210	Mat svcs - Dec 2022	52.02
01/23	01/30/2023	36066	MAIN STREET MAT COMPANY	150739	01-47-5210	Mat svcs - Dec 2022	85.71
01/23	01/30/2023	36066	MAIN STREET MAT COMPANY	153082	01-40-5210	Mat svcs - Jan 2023	60.50
Total 36066:							263.73
01/23	01/30/2023	36067	MCDONALD FARMS ENTERPRI	0071434-IN	01-47-5215	Vac tanker	2,879.00
Total 36067:							2,879.00
01/23	01/30/2023	36068	MICHOW COX & MCASKIN LLP	December 20	01-40-5400	Legal Services - Dec	14,725.00
01/23	01/30/2023	36068	MICHOW COX & MCASKIN LLP	December 20	06-40-5400	Legal Services - Dec	775.00
01/23	01/30/2023	36068	MICHOW COX & MCASKIN LLP	Mead.Dec20	01-02-2615	Turion South (277)	7,321.75
01/23	01/30/2023	36068	MICHOW COX & MCASKIN LLP	Mead.Dec20	01-02-2615	Buffalo Highlands (321)	1,777.50
01/23	01/30/2023	36068	MICHOW COX & MCASKIN LLP	Mead.Dec20	01-02-2615	Sugar Beet Solar (323)	608.75
01/23	01/30/2023	36068	MICHOW COX & MCASKIN LLP	Mead.Dec20	01-02-2615	17790 CR 7 (Shiers) Annex (327)	1,360.50
01/23	01/30/2023	36068	MICHOW COX & MCASKIN LLP	Mead.Dec20	01-02-2615	Mead Place Metro Districts 1-6, 7-12 (29)	1,581.25
01/23	01/30/2023	36068	MICHOW COX & MCASKIN LLP	Mead.Dec20	01-02-2615	Elevation 25 (296)	1,212.50
01/23	01/30/2023	36068	MICHOW COX & MCASKIN LLP	Mead.Dec20	01-02-2615	Liberty Ranch (320)	1,559.00
01/23	01/30/2023	36068	MICHOW COX & MCASKIN LLP	Mead.Dec20	01-02-2615	Home Run Heating (328)	1,378.00
01/23	01/30/2023	36068	MICHOW COX & MCASKIN LLP	Mead.Dec20	01-02-2615	Waterfront (307)	292.50
01/23	01/30/2023	36068	MICHOW COX & MCASKIN LLP	Mead.Dec20	01-02-2615	Sorrento (263)	202.50
01/23	01/30/2023	36068	MICHOW COX & MCASKIN LLP	Mead.Dec20	01-02-2615	Meadow Ridge (297)	90.00
01/23	01/30/2023	36068	MICHOW COX & MCASKIN LLP	Mead.Dec20	01-02-2615	AMK Annexation (326)	45.00
01/23	01/30/2023	36068	MICHOW COX & MCASKIN LLP	Mead.Dec20	01-02-2615	Lighthouse Storage (330)	607.50
01/23	01/30/2023	36068	MICHOW COX & MCASKIN LLP	Mead.Dec20	01-02-2615	Rangeview (270)	1,012.50
01/23	01/30/2023	36068	MICHOW COX & MCASKIN LLP	Mead.Dec20	01-02-2615	Highland Drive Ext.	112.50
01/23	01/30/2023	36068	MICHOW COX & MCASKIN LLP	Mead.Dec20	01-40-5400	Mileage Reimbursement	30.94
01/23	01/30/2023	36068	MICHOW COX & MCASKIN LLP	Mead.Dec20	06-40-5400	Mileage Reimbursement	30.94
Total 36068:							34,723.63
01/23	01/30/2023	36069	Minuteman Press	6159	01-41-5841	Coffee w/ Mayor	36.04
01/23	01/30/2023	36069	Minuteman Press	6193	01-40-5210	Envelopes	512.69
Total 36069:							548.73
01/23	01/30/2023	36070	MJT Communications	13729	01-40-5401	Computer Consulting - Feb 2023	1,100.00
01/23	01/30/2023	36070	MJT Communications	13729	06-40-5401	Computer Consulting - Feb 2023	137.50
01/23	01/30/2023	36070	MJT Communications	13729	20-40-5401	Computer Consulting - Feb 2023	137.50

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 36070:							1,375.00
01/23	01/30/2023	36071	MOUNTAIN TRUCK & EQUIP	14760-33742	01-44-5216	mini bulb	43.78
Total 36071:							43.78
01/23	01/30/2023	36072	Mountain View Fire Rescue	01.19.2023	01-40-5330	Staff CPR Training	360.00
Total 36072:							360.00
01/23	01/30/2023	36073	NEXTRUST INC.	343284	06-40-5205	Sewer Bills	377.90
01/23	01/30/2023	36073	NEXTRUST INC.	343284	06-40-5410	Sewer Bills	188.39
Total 36073:							566.29
01/23	01/30/2023	36074	NORTH FRONT RANGE WATER	202312	06-40-5331	Annual Dues - 2023	1,000.00
Total 36074:							1,000.00
01/23	01/30/2023	36075	One Way Inc	284910	01-47-5310	D13927H - PW Facility	102.61
01/23	01/30/2023	36075	One Way Inc	284964	01-42-5310	D13927B - 537 Main	49.61
01/23	01/30/2023	36075	One Way Inc	284969	01-40-5310	D13927C - 441 Third	77.18
01/23	01/30/2023	36075	One Way Inc	284976	06-47-5310	D13927E - 4504 Welker	93.72
Total 36075:							323.12
01/23	01/30/2023	36076	Oz Architecture, Inc	132371	09-40-5410	Muni Facilities MSP	19,583.70
Total 36076:							19,583.70
01/23	01/30/2023	36077	PAVEMENT REPAIR AND SUPPL	2023-838	04-44-5250	Perma Patch Pavement Repairs - 2022	2,196.00
Total 36077:							2,196.00
01/23	01/30/2023	36078	PIONEER LANDSCAPING	S22-T22W1-	01-45-5370	Margil Park	423.75
Total 36078:							423.75
01/23	01/30/2023	36079	POWER EQUIPMENT COMPANY	RSA008172-	01-44-5369	Equipment Rental - 11/22/22 to 12/21/22	1,000.00
01/23	01/30/2023	36079	POWER EQUIPMENT COMPANY	RSA008172-	04-44-5369	Equipment Rental	1,000.00
01/23	01/30/2023	36079	POWER EQUIPMENT COMPANY	W23009330-	04-44-5216	Grader Repair	2,727.85
Total 36079:							4,727.85
01/23	01/30/2023	36080	Prairie Mountian Media	0000334823	01-41-5340	Published Notices - Dec 2022	254.93
01/23	01/30/2023	36080	Prairie Mountian Media	0000334823	01-02-2615	Turion (277)	26.97
01/23	01/30/2023	36080	Prairie Mountian Media	0000334823	01-02-2615	Liberty Ranch (320)	29.00
Total 36080:							310.90
01/23	01/30/2023	36081	Precision Employment Consulting	123122	01-40-5401	Consulting - Dec 22	5,262.31
01/23	01/30/2023	36081	Precision Employment Consulting	123122	06-40-5401	Consulting - Dec 22	268.20
01/23	01/30/2023	36081	Precision Employment Consulting	123122	20-40-5401	Consulting - Dec 22	212.49
01/23	01/30/2023	36081	Precision Employment Consulting	123122-EEO	01-40-5401	EEOC	758.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 36081:							6,501.00
01/23	01/30/2023	36082	Professional Management System	84733	01-40-5401	Consultant - Dec 2022	4,368.00
01/23	01/30/2023	36082	Professional Management System	84733	06-40-5401	Consultant - Dec 2022	546.00
01/23	01/30/2023	36082	Professional Management System	84733	20-40-5401	Consultant - Dec 2022	546.00
Total 36082:							5,460.00
01/23	01/30/2023	36083	RAMEY ENVIRONMENTAL COM	25048	06-47-5215	Wastewater svs - repair/maint	610.24
01/23	01/30/2023	36083	RAMEY ENVIRONMENTAL COM	25048	06-47-5391	Wastewater svs	568.32
01/23	01/30/2023	36083	RAMEY ENVIRONMENTAL COM	25048	06-47-5215	Wastewater svs	1,886.02
Total 36083:							3,064.58
01/23	01/30/2023	36084	Saela Pest Control	75212	01-47-5215	Pest Watch Svs	149.00
01/23	01/30/2023	36084	Saela Pest Control	77657	01-47-5215	Pest Watch Svs	149.00
Total 36084:							298.00
01/23	01/30/2023	36085	Safebuilt	0094750-IN	01-43-5460	Plan Review/ Permit Inspection	12,418.73
Total 36085:							12,418.73
01/23	01/30/2023	36086	Stericycle Inc	3006305429	01-47-5215	Steri-Safe Monthly - Jan 2023	48.24
Total 36086:							48.24
01/23	01/30/2023	36087	STERLING TALENT SOLUTIONS	9233863	01-40-5075	Background Ck - AM	61.46
Total 36087:							61.46
01/23	01/30/2023	36088	Trinity Tools Inc	0017463-IN	01-44-5254	PW tools/equip	7,427.81
01/23	01/30/2023	36088	Trinity Tools Inc	0017471-IN	01-44-5254	PW Shop Tools - new facility	4,308.05
Total 36088:							11,735.86
01/23	01/30/2023	36089	Ultimate Training Munitions INC	215500	01-42-5255	Equipment	3,896.93
Total 36089:							3,896.93
01/23	01/30/2023	36090	University Auto Parts, Inc	254729	04-44-5216	Maint	86.95
Total 36090:							86.95
01/23	01/30/2023	36091	US Bank Voyager Fleet Systems	8694028342	01-42-5253	Fuel - Dec 2022	2,851.60
01/23	01/30/2023	36091	US Bank Voyager Fleet Systems	8694028342	01-44-5253	Fuel - Dec 2022	1,931.84
01/23	01/30/2023	36091	US Bank Voyager Fleet Systems	8694028342	01-45-5253	Fuel - Dec 2022	689.75
01/23	01/30/2023	36091	US Bank Voyager Fleet Systems	8694028342	01-47-5253	Fuel - Dec 2022	312.35
01/23	01/30/2023	36091	US Bank Voyager Fleet Systems	8694028342	06-47-5253	Fuel - Dec 2022	689.75
Total 36091:							6,475.29
01/23	01/30/2023	36092	VECCHI & ASSOCIATES LLC	3163	01-43-5410	Planning Consultant	262.50
01/23	01/30/2023	36092	VECCHI & ASSOCIATES LLC	3163	01-43-5410	Code Updates	1,106.25
01/23	01/30/2023	36092	VECCHI & ASSOCIATES LLC	3163-C	01-02-2615	AMK Annexation (326)	786.25

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
01/23	01/30/2023	36092	VECCHI & ASSOCIATES LLC	3163-D	01-02-2615	Buffalo Highland (321)	765.00
01/23	01/30/2023	36092	VECCHI & ASSOCIATES LLC	6163-B	01-02-2615	Sugar Beet Solar (323)	525.00
Total 36092:							3,445.00
01/23	01/30/2023	36093	Voiance Language Services LLC	2023003831	01-42-5331	OPI Interpretation - Dec 2022	45.54
Total 36093:							45.54
01/23	01/30/2023	36094	WELD COUNTY CHIEFS OF POL	2023 010123	01-42-5331	Dues - 2023	75.00
Total 36094:							75.00
01/23	01/30/2023	36095	WELD COUNTY SHERIFF'S OFF	01.13.23	01-42-5345	2023 Guard Terminal Fee	3,000.00
Total 36095:							3,000.00
01/23	01/30/2023	36096	WELD REGIONAL COMMUNICA	103698	01-42-5343	Dispatch Services	46,860.00
Total 36096:							46,860.00
01/23	01/30/2023	36097	Wickham Tractor Company	IE16894	01-45-5216	ROW Mower	196.31
01/23	01/30/2023	36097	Wickham Tractor Company	IE17310	04-44-5364	Snow Plow attachment repair - PW 09	838.49
01/23	01/30/2023	36097	Wickham Tractor Company	IE17340	01-44-5364	Kubotz	71.28
Total 36097:							1,106.08
01/23	01/30/2023	36098	WORKWELL OCCUPATIONAL M	716444	01-47-5075	Random Testing	85.00
Total 36098:							85.00
01/23	01/30/2023	13023100	CARDMEMBER SERVICE	7700 122722	01-40-5201	Microsoft 365 subscription	826.50
01/23	01/30/2023	13023100	CARDMEMBER SERVICE	7700 122722	01-41-5700	Board Retreat Meeting	55.25
01/23	01/30/2023	13023100	CARDMEMBER SERVICE	7700 122722	01-40-5205	Postage	9.90
01/23	01/30/2023	13023100	CARDMEMBER SERVICE	7700 122722	01-40-5700	Employee Holiday 2022	1,247.12
01/23	01/30/2023	13023100	CARDMEMBER SERVICE	7700 122722	01-40-5700	Holiday Supplies	124.69
01/23	01/30/2023	13023100	CARDMEMBER SERVICE	7700 122722	01-40-5205	Postage	9.90
01/23	01/30/2023	13023100	CARDMEMBER SERVICE	7700 122722	01-41-5700	BOT Pens	226.63
01/23	01/30/2023	13023100	CARDMEMBER SERVICE	7700 122722	01-41-5700	BOT Meeting	335.42
01/23	01/30/2023	13023100	CARDMEMBER SERVICE	7700 122722	01-40-5205	Postage	9.90
01/23	01/30/2023	13023100	CARDMEMBER SERVICE	7700 122722	01-40-5700	Staff Holiday 2022	1,120.29
01/23	01/30/2023	13023100	CARDMEMBER SERVICE	7700 122722	01-40-5700	Staff Holiday 2022	1,120.28
01/23	01/30/2023	13023100	CARDMEMBER SERVICE	7700 122722	01-42-5700	PD Interviews	79.69
01/23	01/30/2023	13023100	CARDMEMBER SERVICE	7700 122722	01-41-5700	BOT Writing Pads	656.35
01/23	01/30/2023	13023100	CARDMEMBER SERVICE	7700 122722	01-40-5205	Postage	9.90
01/23	01/30/2023	13023100	CARDMEMBER SERVICE	7700 122722	01-40-5205	Postage	9.90
01/23	01/30/2023	13023100	CARDMEMBER SERVICE	7700 122722	01-41-5700	BOT Meeting	70.26
01/23	01/30/2023	13023100	CARDMEMBER SERVICE	7700 122722	01-40-5331	Subscription - Bizwest	9.00
01/23	01/30/2023	13023100	CARDMEMBER SERVICE	7700 122722	01-40-5201	Microsoft 365 subscription	826.50
01/23	01/30/2023	13023100	CARDMEMBER SERVICE	7700 122722	01-40-5331	Subscription - Denver Post	11.99
Total 13023100:							6,759.47
01/23	01/30/2023	13023101	CEBT	INV 0053124	01-02-2310	Health Insurance	39,885.90
01/23	01/30/2023	13023101	CEBT	INV 0053124	06-02-2310	Health Insurance	2,073.91
01/23	01/30/2023	13023101	CEBT	INV 0053124	20-02-2310	Health Insurance	2,079.39

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 13023101:							44,039.20
01/23	01/30/2023	13023102	CENTURY LINK	4018 010123	01-40-5300	Elevator Line TH	78.18
Total 13023102:							78.18
01/23	01/30/2023	13023103	Enterprise FM Trust	FBN4644251	08-42-5491	21 Ford Police - 608136	1,012.95
01/23	01/30/2023	13023103	Enterprise FM Trust	FBN4644251	09-45-5491	21 Ford Ranger - 608136	627.31
01/23	01/30/2023	13023103	Enterprise FM Trust	FBN4644251	09-45-5491	22 Ford F-250 - 608136	855.83
01/23	01/30/2023	13023103	Enterprise FM Trust	FBN4644251	09-45-5491	22 Ford F-350 - 608136	1,201.11
01/23	01/30/2023	13023103	Enterprise FM Trust	FBN4644251	09-45-5491	22 Ford F-250 - 608136	899.60
01/23	01/30/2023	13023103	Enterprise FM Trust	FBN4644251	09-45-5491	22 Ford Ranger - 608136	679.32
01/23	01/30/2023	13023103	Enterprise FM Trust	FBN4644251	08-42-5491	22 Ford F-150 - 608136	801.71
01/23	01/30/2023	13023103	Enterprise FM Trust	FBN4644251	09-45-5491	22 Ford Escape - 608136	648.09
01/23	01/30/2023	13023103	Enterprise FM Trust	FBN4644251	09-45-5491	22 Ford Ranger - 608136	763.20
Total 13023103:							7,489.12
01/23	01/30/2023	13023104	Pitney Bowes Inc	3316668391	01-40-5205	Lease - Q4 2022	164.97
Total 13023104:							164.97
01/23	01/30/2023	13023105	THE HARTFORD-GROUP BENE	9247035259	01-40-5066	STD / LTD Insurance	167.08
01/23	01/30/2023	13023105	THE HARTFORD-GROUP BENE	9247035259	01-41-5066	STD / LTD Insurance	10.14
01/23	01/30/2023	13023105	THE HARTFORD-GROUP BENE	9247035259	01-42-5066	STD / LTD Insurance	342.27
01/23	01/30/2023	13023105	THE HARTFORD-GROUP BENE	9247035259	01-43-5066	STD / LTD Insurance	143.51
01/23	01/30/2023	13023105	THE HARTFORD-GROUP BENE	9247035259	04-44-5066	STD / LTD Insurance	177.45
01/23	01/30/2023	13023105	THE HARTFORD-GROUP BENE	9247035259	01-45-5066	STD / LTD Insurance	185.45
01/23	01/30/2023	13023105	THE HARTFORD-GROUP BENE	9247035259	01-47-5066	STD / LTD Insurance	241.99
01/23	01/30/2023	13023105	THE HARTFORD-GROUP BENE	9247035259	01-48-5066	STD / LTD Insurance	10.14
01/23	01/30/2023	13023105	THE HARTFORD-GROUP BENE	9247035259	01-49-5066	STD / LTD Insurance	90.73
01/23	01/30/2023	13023105	THE HARTFORD-GROUP BENE	9247035259	06-40-5066	STD / LTD Insurance	106.11
01/23	01/30/2023	13023105	THE HARTFORD-GROUP BENE	9247035259	20-40-5066	STD / LTD Insurance	85.01
Total 13023105:							1,559.88
01/23	01/30/2023	13023106	UNITED POWER	12650701 1/	01-45-5305	Booster Pump Founders 12/2022	20.00
01/23	01/30/2023	13023106	UNITED POWER	12952800 1/	01-45-5305	Mead Ponds 12/2022	20.00
01/23	01/30/2023	13023106	UNITED POWER	14305100 1/	06-47-5305	WWTP 12/2022	4,712.70
01/23	01/30/2023	13023106	UNITED POWER	16836300 1/	01-45-5305	Park Sprinkler Liberty 12/2022	23.59
01/23	01/30/2023	13023106	UNITED POWER	16909300 1/	01-45-5305	Feather Ridge 12/2022	20.00
01/23	01/30/2023	13023106	UNITED POWER	17159100 1/	01-45-5305	Sprinkler Clock Dtn 12/2022	20.02
01/23	01/30/2023	13023106	UNITED POWER	17618300 1/	01-40-5305	Town Hall 12/2022	461.29
01/23	01/30/2023	13023106	UNITED POWER	17770000 1/	01-45-5305	Gazebo 12/2022	66.69
01/23	01/30/2023	13023106	UNITED POWER	18949400 1/	01-42-5305	Modular PD 12/2022	725.61
01/23	01/30/2023	13023106	UNITED POWER	21881700 1/	01-47-5305	1341 CR 3412/2022	761.41
01/23	01/30/2023	13023106	UNITED POWER	6753101 1/5/	01-45-5305	Irrig Sprinkler N Creek 12/2022	20.00
01/23	01/30/2023	13023106	UNITED POWER	7490500 1/5/	06-47-5305	Pump lake Thomas 12/2022	20.00
01/23	01/30/2023	13023106	UNITED POWER	83701 1/5/20	04-44-5305	Shop 12/2022	61.27
01/23	01/30/2023	13023106	UNITED POWER	96302 1/5/20	06-47-5305	WWTP Lagoon 12/2022	36.57
Total 13023106:							6,969.15
01/23	01/30/2023	13023107	VERIZON WIRELESS	9924751602	01-40-5300	Wireless bill - Jan 2023	40.01
01/23	01/30/2023	13023107	VERIZON WIRELESS	9924751602	01-43-5300	Wireless bill - Jan 2023	129.14

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
01/23	01/30/2023	13023107	VERIZON WIRELESS	9924751602	01-47-5300	Wireless bill - Jan 2023	160.04
01/23	01/30/2023	13023107	VERIZON WIRELESS	9924751602	01-48-5300	Wireless bill - Jan 2023	50.78
01/23	01/30/2023	13023107	VERIZON WIRELESS	9924751602	04-44-5300	Wireless bill - Jan 2023	168.76
01/23	01/30/2023	13023107	VERIZON WIRELESS	9924751602	06-40-5300	Wireless bill - Jan 2023	40.03
01/23	01/30/2023	13023107	VERIZON WIRELESS	9924751603	01-42-5300	Wireless bill - Jan 2023	1,364.93
Total 13023107:							1,953.69
01/23	01/30/2023	13023108	XCEL ENERGY	809293311	01-42-5305	PD - Nov - Dec 2022	740.06
Total 13023108:							740.06
Grand Totals:							467,007.79

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-02-2000	55.14	264,210.74-	264,155.60-
01-02-2308	200.00	.00	200.00
01-02-2310	39,885.90	.00	39,885.90
01-02-2615	22,293.97	.00	22,293.97
01-40-5066	167.08	.00	167.08
01-40-5075	61.46	.00	61.46
01-40-5200	113.45	.00	113.45
01-40-5201	1,653.00	.00	1,653.00
01-40-5205	214.47	.00	214.47
01-40-5210	658.68	.00	658.68
01-40-5300	118.19	.00	118.19
01-40-5305	461.29	.00	461.29
01-40-5310	77.18	.00	77.18
01-40-5315	100.95	.00	100.95
01-40-5320	36.56	.00	36.56
01-40-5325	1,800.00	.00	1,800.00
01-40-5330	360.00	.00	360.00
01-40-5331	42.97	.00	42.97
01-40-5399	816.20	.00	816.20
01-40-5400	14,755.94	.00	14,755.94
01-40-5401	11,488.31	.00	11,488.31
01-40-5700	3,807.61	.00	3,807.61
01-40-5705	28.82	.00	28.82
01-41-5066	10.14	.00	10.14
01-41-5320	14.62	.00	14.62
01-41-5340	254.93	.00	254.93
01-41-5700	1,343.91	.00	1,343.91
01-41-5841	675.04	.00	675.04
01-42-5066	342.27	.00	342.27
01-42-5200	45.46	.00	45.46
01-42-5201	27.98	.00	27.98
01-42-5210	3,241.54	24.99-	3,216.55
01-42-5215	17,801.63	.00	17,801.63
01-42-5216	190.00	.00	190.00
01-42-5253	2,851.60	.00	2,851.60
01-42-5254	153.74	.00	153.74

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
01-42-5255	17,231.97	.00	17,231.97
01-42-5300	1,364.93	.00	1,364.93
01-42-5305	1,465.67	.00	1,465.67
01-42-5310	49.61	.00	49.61
01-42-5315	32.61	.00	32.61
01-42-5320	204.75	.00	204.75
01-42-5330	2,373.68	.00	2,373.68
01-42-5331	875.54	.00	875.54
01-42-5343	46,860.00	.00	46,860.00
01-42-5345	3,000.00	.00	3,000.00
01-42-5346	190.00	.00	190.00
01-42-5700	565.19	.00	565.19
01-43-5066	143.51	.00	143.51
01-43-5300	129.14	.00	129.14
01-43-5320	58.50	.00	58.50
01-43-5410	1,368.75	.00	1,368.75
01-43-5460	12,418.73	.00	12,418.73
01-43-5700	87.26	.00	87.26
01-44-5210	1,347.16	.00	1,347.16
01-44-5216	2,575.74	.00	2,575.74
01-44-5253	1,931.84	.00	1,931.84
01-44-5254	11,735.86	.00	11,735.86
01-44-5255	21.23	.00	21.23
01-44-5320	182.80	.00	182.80
01-44-5364	279.45	.00	279.45
01-44-5369	1,007.65	.00	1,007.65
01-45-5066	185.45	.00	185.45
01-45-5216	415.87	.00	415.87
01-45-5253	689.75	.00	689.75
01-45-5305	190.30	.00	190.30
01-45-5320	73.12	.00	73.12
01-45-5330	101.34	.00	101.34
01-45-5370	423.75	.00	423.75
01-47-5066	241.99	.00	241.99
01-47-5075	85.00	.00	85.00
01-47-5210	611.54	30.15-	581.39
01-47-5215	3,225.24	.00	3,225.24
01-47-5216	12.00	.00	12.00
01-47-5253	312.35	.00	312.35
01-47-5300	160.04	.00	160.04
01-47-5305	761.41	.00	761.41
01-47-5310	137.61	.00	137.61
01-47-5315	73.41	.00	73.41
01-47-5320	36.56	.00	36.56
01-47-5330	252.90	.00	252.90
01-47-5331	495.00	.00	495.00
01-48-5066	10.14	.00	10.14
01-48-5300	50.78	.00	50.78
01-48-5320	14.62	.00	14.62
01-48-5399	148.40	.00	148.40
01-48-5455	4,699.00	.00	4,699.00
01-49-5066	90.73	.00	90.73
01-49-5202	2,127.33	.00	2,127.33
01-49-5203	457.04	.00	457.04
01-49-5205	472.88	.00	472.88
01-49-5236	237.85	.00	237.85
01-49-5260	9,797.34	.00	9,797.34

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
01-49-5262	209.33	.00	209.33
01-49-5265	635.00	.00	635.00
01-49-5320	58.50	.00	58.50
01-49-5330	1,387.00	.00	1,387.00
01-49-5331	52.00	.00	52.00
01-49-5349	309.21	.00	309.21
01-90-8155	1,372.50	.00	1,372.50
04-02-2000	.00	12,502.92-	12,502.92-
04-44-5066	177.45	.00	177.45
04-44-5201	3,250.00	.00	3,250.00
04-44-5216	2,986.16	.00	2,986.16
04-44-5250	2,196.00	.00	2,196.00
04-44-5252	192.50	.00	192.50
04-44-5300	168.76	.00	168.76
04-44-5305	61.27	.00	61.27
04-44-5364	2,470.78	.00	2,470.78
04-44-5369	1,000.00	.00	1,000.00
06-02-2000	.00	17,447.89-	17,447.89-
06-02-2310	2,073.91	.00	2,073.91
06-40-5066	106.11	.00	106.11
06-40-5205	377.90	.00	377.90
06-40-5300	40.03	.00	40.03
06-40-5320	36.56	.00	36.56
06-40-5331	1,000.00	.00	1,000.00
06-40-5399	519.40	.00	519.40
06-40-5400	805.94	.00	805.94
06-40-5401	951.70	.00	951.70
06-40-5410	188.39	.00	188.39
06-47-5215	2,496.26	.00	2,496.26
06-47-5231	2,730.63	.00	2,730.63
06-47-5253	689.75	.00	689.75
06-47-5305	4,769.27	.00	4,769.27
06-47-5310	93.72	.00	93.72
06-47-5391	568.32	.00	568.32
08-02-2000	.00	13,584.65-	13,584.65-
08-42-5491	13,584.65	.00	13,584.65
09-02-2000	.00	66,016.68-	66,016.68-
09-40-5410	19,583.70	.00	19,583.70
09-45-5491	5,674.46	.00	5,674.46
09-50-5500	3,189.45	.00	3,189.45
09-50-5505	3,310.50	.00	3,310.50
09-50-5511	2,875.23	.00	2,875.23
09-51-5500	31,383.34	.00	31,383.34
14-02-2000	.00	90,166.58-	90,166.58-
14-02-2005	78,926.83	.00	78,926.83
14-40-5500	9,747.25	.00	9,747.25
14-40-5564	1,492.50	.00	1,492.50
18-02-2000	.00	58.46-	58.46-
18-40-5500	58.46	.00	58.46
20-02-2000	.00	3,075.01-	3,075.01-
20-02-2310	2,079.39	.00	2,079.39
20-40-5066	85.01	.00	85.01
20-40-5320	14.62	.00	14.62
20-40-5401	895.99	.00	895.99
99-01-1001	.00	.00	.00

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
Grand Totals:	467,118.07	467,118.07-	.00

Report Criteria:

Report type: GL detail

Check.Voided = No



Agenda Item Summary (AIS)

MEETING DATE: Board of Trustees – January 30, 2023

SUBJECT: Town of Mead Elevation 25 General Improvement District

PRESENTED BY: Marcus McAskin, Town Attorney

ATTACHMENTS: RESOLUTION NO. 01-GID-R-2023: (Adopting GID Official Seal).

RESOLUTION NO. 02-GID-R-2023: (Designating the Public Places for Posting Notices of Regular and Special Meetings of the GID).

SUMMARY STATEMENT

This is a request for the Board of Trustees (sitting *ex-officio* as the Board of Directors of the Town of Mead Elevation 25 General Improvement District) to approve the following two resolutions:

- (1) RESOLUTION NO. 01-GID-R-2023, A RESOLUTION OF THE TOWN OF MEAD ELEVATION 25 GENERAL IMPROVEMENT DISTRICT (GID) BOARD OF DIRECTORS ADOPTING THE GID’S OFFICIAL SEAL, and
- (2) RESOLUTION NO. 02-GID-R-2023, A RESOLUTION OF THE TOWN OF MEAD ELEVATION 25 GENERAL IMPROVEMENT DISTRICT (GID) BOARD OF DIRECTORS DESIGNATING THE PUBLIC PLACE FOR POSTING NOTICES OF REGULAR AND SPECIAL MEETINGS OF THE GID.

OVERVIEW/BACKGROUND INFORMATION

The Town of Mead Elevation 25 General Improvement District (the “GID”) was duly organized by Town Ordinance No. 1019 dated January 9, 2023.

Pursuant to Section 31-25-609, C.R.S., the Board of Trustees for the Town of Mead serves *ex-officio* as the Board of Directors of the GID (the “GID Board”), the Mayor serves *ex-officio* as the Chairperson of the GID, and the Town Clerk serves *ex-officio* as the Secretary of the GID. By practice and convenience, the administrative staff of the Town serves as the administrative staff of the GID.



Section 31-25-609, C.R.S. requires the Board to adopt an official seal. The Secretary (Town Clerk) has submitted a seal design to the GID Board for its consideration. Specifically, the proposed seal design is attached to Resolution No. 01-GID-R-2023 as Attachment A.

Section 24-6-402(2)(c), C.R.S. requires the annual designation of the GID Board's official public posting locations for notices of regular and special public meetings. Resolution No. 02-GID-R-2023 designates the GID's official public posting locations for regular and special meetings.

FINANCIAL CONSIDERATIONS

None.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends approval of the two resolutions referenced above. **A motion to approve the January 30, 2023 regular meeting consent agenda will approve each of the two Resolutions.** If either (or both) of these items are pulled off of consent for questions or further discussion, Staff recommends the motions set forth below:

Suggested motion(s):

Resolution No. 01-GID-R-2023

"I MOVE APPROVAL OF RESOLUTION NO. 01-GID-R-2023, A RESOLUTION OF THE TOWN OF MEAD ELEVATION 25 GENERAL IMPROVEMENT DISTRICT (GID) BOARD OF DIRECTORS ADOPTING THE GID'S OFFICIAL SEAL."

Resolution No. 02-GID-R-2023

"I MOVE APPROVAL OF RESOLUTION NO. 02-GID-R-2023, A RESOLUTION OF THE TOWN OF MEAD ELEVATION 25 GENERAL IMPROVEMENT DISTRICT (GID) BOARD OF DIRECTORS DESIGNATING THE PUBLIC PLACE FOR POSTING NOTICES OF REGULAR AND SPECIAL MEETINGS OF THE GID."

ATTACHMENTS

RESOLUTION NO. 01-GID-R-2023: (Adopting GID Official Seal).

RESOLUTION NO. 02-GID-R-2023: (Designating the Public Places for Posting Notices of Regular and Special Meetings of the GID).

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 01-GID-R-2023**

**A RESOLUTION OF THE TOWN OF MEAD ELEVATION 25 GENERAL
IMPROVEMENT DISTRICT (GID) BOARD OF DIRECTORS ADOPTING
THE GID'S OFFICIAL SEAL**

WHEREAS, the Town of Mead Elevation 25 General Improvement District (the “GID”) has been duly organized in accordance with Town of Mead Ordinance No. 1019 approved January 9, 2023, and the statutes of the State of Colorado; and

WHEREAS, pursuant to Section 31-25-609, C.R.S., the Board of Trustees for the Town of Mead serves ex-officio as the Board of Directors of the GID (the “Board”), the Mayor serves ex-officio as the Chairperson of the GID, and the Town Clerk serves ex-officio as the Secretary of the GID; and

WHEREAS, Section 31-25-609, C.R.S. requires the Board to adopt an official seal; and

WHEREAS, the Secretary has submitted a seal design to the Board for their consideration; and

WHEREAS, the proposed seal design is attached to this Resolution as Attachment A; and

WHEREAS, the Board desires to adopt the proposed seal design as the official seal of the GID.

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Mead, Weld County, Colorado, sitting ex-officio as the Board of Directors of the Town of Mead Elevation 25 General Improvement District, that:

Section 1. The Board of Directors of the GID hereby adopts the seal in the form attached to this Resolution as the official seal of the GID.

Section 2. A permanent copy of the seal is directed to be placed on file with the Secretary. The Secretary shall be authorized to update the seal from time to time provided that the seal shall always contain the text “Town of Mead Elevation 25 General Improvement District” and “Seal”.

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 30th DAY OF JANUARY, 2023.

ATTEST:

**TOWN OF MEAD ELEVATION 25
GENERAL IMPROVEMENT DISTRICT**

By: _____
Mary E. Strutt, GID Secretary

By: _____
Colleen G. Whitlow, GID Chairperson

ATTACHMENT A
Seal Design



**TOWN OF MEAD, COLORADO
RESOLUTION NO. 02-GID-R-2023**

**A RESOLUTION OF THE TOWN OF MEAD ELEVATION 25 GENERAL
IMPROVEMENT DISTRICT (GID) BOARD OF DIRECTORS
DESIGNATING THE PUBLIC PLACES FOR POSTING NOTICES OF
REGULAR AND SPECIAL MEETINGS OF THE GID**

WHEREAS, the Town of Mead Elevation 25 General Improvement District (the “GID”) has been duly organized in accordance with Town Ordinance No. 1019 dated January 9, 2023, and the statutes of the State of Colorado; and

WHEREAS, pursuant to Section 31-25-609, C.R.S. the Board of Trustees for the Town of Mead serves ex-officio as the Board of Directors of the GID (the “GID Board”) and, by practice and convenience, the administrative staff of the Town serves as the administrative staff of the GID; and

WHEREAS, Section 24-6-402(2)(c), C.R.S. requires the annual designation of the GID Board’s official public posting location for notices of regular and special public meetings.

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Mead, Weld County, Colorado, sitting ex-officio as the Board of Directors of the Town of Mead Elevation 25 General Improvement District, that:

Section 1. The Town of Mead website, <https://www.townofmead.org/>, is hereby designated as the place at which notices of regular and special meetings of the GID Board shall be posted for purposes of compliance with the Colorado Open Meetings Law, Section 24-6-402(2)(c), C.R.S. In exigent or emergency circumstances that prevent the GID from posting a meeting notice on the Town’s website, the following locations are hereby designated as the places at which notices of regular and special meetings of the GID Board shall be posted for purposes of compliance with the Colorado Open Meetings Law, Section 24-6-402(2)(c), C. R.S.:

Mead Town Hall inside bulletin board,
441 3rd Street, Mead, Colorado, and

Mead Town Hall outside bulletin board,
441 3rd Street, Mead, Colorado

Section 2. The meeting notices, and specific agenda information if available, will be posted at the location(s) identified in Section 1 above, as applicable, not less than 24 hours before the commencement of the posted meeting.

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 30th DAY OF JANUARY, 2023.

ATTEST:

**TOWN OF MEAD ELEVATION 25
GENERAL IMPROVEMENT DISTRICT**

By: _____
Mary E. Strutt, GID Secretary

By: _____
Colleen G. Whitlow, GID Chairperson



Agenda Item Summary

MEETING DATE: January 30, 2023

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

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

SUMMARY

The Town of Mead solicited three proposals from existing on-call firms (FHU, Otak, and Wilson) in October, 2022 for Engineering Services for the SH66/CR7 Pedestrian Crossing project. The review panel selected Otak Inc. (the “Contractor”) and determined that the Contract best meets the needs of the project. Staff is recommending approval of a task order with the Contractor for an amount not to exceed \$529,048. The task order is required by the Town’s Professional Services Agreement (PSA) the Contractor for on-call engineering services (for state and federally funded projects).

The project includes an overpass or underpass across SH66 at the intersection of CR7 and related trail connections to the north and south. In 2019, Mead was awarded a \$1.575 million federal grant, and an additional \$825,000 in wait list funding totaling approximately \$2.4 million in grant funding, with a total required Town match of \$600,000.

FINANCIAL CONSIDERATIONS

The approved 2023 budget identified \$500,000 for this project in the Transportation Fund (14-40-5565). There is also \$175,000 contingency available in the fund to accommodate the full contract request of \$533,440.

STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the January 30th consent agenda will approve the Resolution (authorizing execution of the Task Order with the Contractor in the not to exceed amount of \$533,440.00). If this item is pulled off of consent for further discussion or questions, Staff recommends the following motion:

Suggested Motion:

“I move to adopt Resolution No. 08-R-2023, A Resolution of the Town of Mead, Colorado, Approving a Special Project Task Order with Otak Inc. to Perform Engineering Services for the SH66/CR7 Pedestrian Crossing Project for an amount not to exceed \$533,440.00.”

ATTACHMENTS

Resolution No. 08-R-2023

Task Order

Task Order Memorandum

OTAK Fee Cover Letter + Scope

OTAK Project Team, Availability and DBE Participation summary

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 08- R-2023**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING A
SPECIAL PROJECT TASK ORDER WITH OTAK, INC. TO PERFORM
ENGINEERING SERVICES FOR THE SH66/CR7 PEDESTRIAN CROSSING
PROJECT**

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

WHEREAS, the Board of Trustees previously approved that certain Agreement for Professional Services with Otak, Inc. (“Contractor”) for on-call engineering services associated with State and Federally funded projects, dated April 25, 2022 (the “Agreement”); and

WHEREAS, the Town has need of Contractor’s services for the SH66/CR7 Pedestrian Crossing Project (“Special Project”); and

WHEREAS, the Special Project includes an overpass or underpass across SH66 at the intersection of CR7 and related trail connections to the north and south; and

WHEREAS, in 2019, the Town was awarded a \$1.575 million federal grant, and an additional \$825,000 in wait list funding totaling approximately \$2.4 million in grant funding, with a total required Town match of \$600,000; and

WHEREAS, in accordance with the terms of the Agreement, Task Order No. 2023-001, attached hereto as **Exhibit 1** (“Task Order”), has been prepared for the Special Project; and

WHEREAS, the Town’s review panel has elected the Contractor as the engineering firm that best meets the needs of the Special Project; and

WHEREAS, the cost for completion of the engineering services associated with the Special Project is five hundred twenty-nine thousand forty-eight dollars (\$533,440.) as more specifically set forth in the Task Order and its attachments; and

WHEREAS, the Board of Trustees desires to approve the Task Order in substantially the form attached to this Resolution and delegate authority to the Town Manager to execute the Task Order.

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

Section 1. The Board of Trustees hereby: (a) approves the Task Order with the Contractor in substantially the same form as is attached hereto and incorporated herein; (b) authorizes the Town Manager, in consultation with the Town Attorney, to make any non-material changes to the Task Order as may be necessary that do not increase the Town’s obligations; and (c) authorizes the Town Manager to execute the Task Order when in final form.

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 30th day of January, 2023.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

Exhibit 1
Task Order No. 2023-001

[see attached task order and memorandum]



TASK ORDER - SPECIAL PROJECTS

TASK ORDER NO.: 2023-001

Task Name: Otak Inc. Engineering Services - SH66/CR7 Pedestrian Crossing

Requested By: Erika Rasmussen

Proposed Start Date: February 2023

Funding Source: 14-40-5565 \$500,000
14-40-5720 \$33,440.

Proposed Completion Date: June 2024

75% of work to be completed in 2023

25% of work to be completed in 2024

Tasks / Deliverables: See attached memorandum **Total Task Order Budget:** \$533,440.00

Approval:

Town Manager **Date:** _____

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

Attachment(s): Task Order Memorandum; Resolution approved by Board of Trustees

TOWN TREASURER/FINANCE REVIEW:

Town Treasurer/finance has reviewed this Task Order and the funds:

☒ *are appropriated*

☐ *are not appropriated (note: _____)*

By: _____

Account reference/information:

14-40-5565 Transportation Fund \$500,000

14-40-5720 Transportation Fund, Contingency \$ 33,440



TASK ORDER MEMORANDUM

To: Helen Migchelbrink, Town Manager

From: Erika Rasmussen, Town Engineer

Date: 01/20/23

Subject: OTAK Inc. Engineering Services/SH66/CR7 Pedestrian Crossing

Task Order No.: 2023-001

This Task Order Memorandum has been prepared in accordance with the Town's Professional Services Agreement (PSA) with **Otak Inc.** (the "Contractor") for on-call engineering services (for state and federally funded projects). No special projects shall be performed by the Contractor until the Town's Authorized Representative has executed a Task Order authorizing the Contractor to proceed with the Task(s) identified below.

Task(s) to be performed:

- **Engineering Services:** Provide engineering services for the SH66/CR7 Pedestrian Crossing Project for an amount not to exceed \$533,440.

Time schedule: Proposed start date is February 1, 2023, with a proposed completion date of June 2024. It is anticipated 75% of the work will be completed in 2023, and 25% in 2024.

Deliverables: See attached scope of services. Please reference: (1) the OTAK Fee Cover Letter + Scope, and (2) the OTAK Project Team, Availability and DBE Participation summary, both of which are attached to this Task Order Memorandum and are incorporated herein by reference.

Charges: Unless otherwise set forth in this Task Order Memorandum, the Charges authorized herein shall be considered a not to exceed (NTE) figure. Charges shall be calculated pursuant to the hourly rates in the PSA, unless otherwise set forth herein. A copy of the Letter Agreement related to the Task(s) outlined above is attached to this Task Order Memorandum. I have reviewed and approved the Letter Agreement, and I therefore request that you proceed to approve the attached Task Order, which will authorize the Engineer to proceed with the special project described above for the not to exceed fee of \$533,440.



Review and approval of Task Order Memorandum:

A handwritten signature in black ink, appearing to read "Erika Rasmussen", with a long horizontal flourish extending to the right.

Erika Rasmussen, Town Engineer/PW Director

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



November 22, 2022

Mrs. Erika Rasmussen, P.E.
Public Works Director/Town Engineer
Town of Mead, CO

Reference: **Engineering Services for SH66/CR7 Pedestrian Underpass**
Otak Itemized Fee

Dear Erika,

Our itemized fee on the following page covers the scope of work provided in the RFP and elaborated on in our proposal, broken down by tasks with hours and hourly rates. Our fee estimate is based on our familiarity with the project corridor, our extensive experience working on similar projects, and assumptions that we have made in our Scope regarding the work that will be required to achieve project success. We look forward to the opportunity to negotiate the scope and fee with the Town to make sure you receive the consulting services you require and expect.

Since the work under this task order will be initiated in December 2022 but completed in 2023-2024, the fee included herein includes escalation over 2022 billing rates in accordance with the provisions of our on-call contract. We understand that the maximum awarded value under this contract is not to exceed \$500,000. Our proposed fee slightly exceeds that amount. If it is necessary to adhere to the \$500,000 contract maximum, we will work with the Town to adjust or phase our work to meet the \$500,000 maximum, and to negotiate our rate increases over 2022 rates.

Sincerely,

The Office of
Otak, Inc.

Reviewed by,

A handwritten signature in blue ink that reads "Dan Beltzer".

Dan Beltzer, P.E.
Structures Group Manager

A handwritten signature in blue ink that reads "Christine M Bisio".

Christine Bisio, P.E.
Colorado Region Manager

Project Cost Worksheet																								
TASK #		TASK NAME	TASK DETAIL	Project Manager	Asst. PM & Structural Eng	Road & Trails PM	Civil Engineer	Civil Engineer	Sr. Designer	Landscape Architect	Project Assistant	Otak Subtotal	Otak Expense	Otak Total	Y2K Traffic	Pinyon Environmental	Goodbee SUE	CTL Thompson Geotech	King Survey	Western States Acquisition	Clanton Lighting	Chickenango Public Outreach	SUBS TOTAL	TEAM TOTAL
				Dan	Jim	Kevin	Iwona	Michael	Steve	Ann	Maddie													
			Rates	\$ 226	\$ 187	\$ 209	\$ 170	\$ 123	\$ 163	\$ 130	\$ 114													
1.0		Project Kickoff and Information Gathering		30	48	14	8	10	3	17	16													
A		Kickoff & Site Meeting	Project Initiation & Ongoing Design Team Management	12	24						16	\$ 9,031		\$ 9,031									\$ -	\$ 9,031
			Meeting Preparation	1	1	1	1	1		1		\$ 1,044		\$ 1,044									\$ -	\$ 1,044
			Kickoff meeting, charette, site visit	6	6	6	6	6		6		\$ 6,265	\$ 72	\$ 6,337									\$ -	\$ 6,337
			Minutes	1	2	1						\$ 809		\$ 809									\$ -	\$ 809
B		Information Gathering	Obtain ex information	1	2	1	1	2	1			\$ 1,387		\$ 1,387									\$ -	\$ 1,387
			Geotechnical Investigation	1	1							\$ 413		\$ 413				\$ 21,400					\$ 21,400	\$ 21,813
			Topographic Survey	1		1			2			\$ 761		\$ 761					\$ 30,199				\$ 30,199	\$ 30,960
			SUE Phase I & Phase II Investigations per Work Plan	1	2	1						\$ 809		\$ 809			\$ 53,525					\$ 53,525	\$ 54,334	
			Environmental - CDOT Scoping, then studies. Assume: HazMat Assessment, BRR, CRR, in subsequent phases.	1	2							\$ 600		\$ 600		\$ 24,628						\$ 24,628	\$ 25,228	
			Lighting - locate power source, develop underpass lighting plans in subsequent phases. Additional lighting fee may be required if overpass selected.	1								\$ 226		\$ 226							\$ 22,450	\$ 22,450	\$ 22,676	
			Public Involvement - (1) Open House Meeting & (2) pop-ups + Website	1	2							\$ 600		\$ 600								\$ 33,800	\$ 33,800	\$ 34,400
			Urban Design - corridor architectural documentation	1	2	1				8		\$ 1,849		\$ 1,849									\$ -	\$ 1,849
C		Interim Meeting (Virtual)	Meeting Preparation	0.5	1	0.5				1		\$ 535		\$ 535									\$ -	\$ 535
			Virtual Meeting	1	1	1		1		1		\$ 875		\$ 875									\$ -	\$ 875
			Minutes	0.5	2	0.5						\$ 592	\$ 72	\$ 664									\$ -	\$ 664
2.0		30% Conceptual Design	Note: Evaluation will be based on current improvements geometries with attention to future. Conceptual design of alternates for future conditions excluded.	46	81	50	4	84	84	21	0													
A		Alternative Study	Alignment Study; overpass & underpass alternates and evaluation matrix	8	24	8		32	32			\$ 17,123		\$ 17,123									\$ -	\$ 17,123
			Phasing Study	4	2	8		16	16			\$ 7,525		\$ 7,525	\$ 18,920									\$ 7,525
			Structure Selection Report	8	24	2			4			\$ 7,369		\$ 7,369									\$ -	\$ 7,369
			Aesthetic coordination / precedent images	4	4					8		\$ 2,692		\$ 2,692									\$ -	\$ 2,692
			Trail alignment	2	2	4		16	16			\$ 6,238		\$ 6,238									\$ -	\$ 6,238
			Right-of-Way delineation	2	1	4		8	8			\$ 3,763		\$ 3,763									\$ -	\$ 3,763
			Construction cost opinion	2	8	8	4	8	8			\$ 6,587		\$ 6,587									\$ -	\$ 6,587
B		Alternative Review Charrette	Meeting Preparation	2	2	2						\$ 1,244		\$ 1,244									\$ -	\$ 1,244
			Charrette to review alternates, determine materials to present to public	4	4	4		4		4		\$ 3,499		\$ 3,499									\$ -	\$ 3,499
			Minutes	1	2	1						\$ 809		\$ 809									\$ -	\$ 809
C		Public Open House Meeting	Presentation material development	4	2	4				4		\$ 2,633	\$ 72	\$ 2,705									\$ -	\$ 2,705
			Public meeting	4	4	4				4		\$ 3,008		\$ 3,008									\$ -	\$ 3,008
			Minutes	1	2	1				1		\$ 939		\$ 939									\$ -	\$ 939
3.0		FIR (60%) Design	Note: tasks and hours herein based on M&S compliant underpass selection. If overpass selected, tasks will be similar, and prefab bridge assumed. Custom design underpass or overpass may require additional fee	51	75	73	66	118	147	0	0													
A		Utility coordination	Determine affected utilities, coordinate relocation requirements. Relocations designed by others.	4	8	4						\$ 3,236		\$ 3,236									\$ -	\$ 3,236
B		Traffic Engineering	Traffic analysis for temporary signal modifications	2	2	2						\$ 1,244		\$ 1,244									\$ -	\$ 1,244
C		Right-of-Way	Finalize linework, prepare ROW plans	1	2	4		8	12			\$ 4,377		\$ 4,377									\$ -	\$ 4,377
D		Trail & Underpass Design Plans	General Design	2	8	4		16				\$ 4,749		\$ 4,749									\$ -	\$ 4,749
			Title Sheet			1			2			\$ 536		\$ 536									\$ -	\$ 536
			Project Site Plan			1			8			\$ 1,515		\$ 1,515									\$ -	\$ 1,515
			Standard Plans List			1			1			\$ 372		\$ 372									\$ -	\$ 372
			General Notes			1	1	1	2			\$ 828		\$ 828									\$ -	\$ 828
			Summary of Approximate Quantities			1		1	2			\$ 658		\$ 658									\$ -	\$ 658
			Survey Tabulation - Not Included (NIC) this submittal									\$ -		\$ -									\$ -	\$ -
			Survey Control Diagram - NIC this submittal									\$ -		\$ -									\$ -	\$ -
			Geometric Control - NIC this submittal									\$ -		\$ -									\$ -	\$ -
			Typical Roadway Sections			2		8	4			\$ 2,053		\$ 2,053									\$ -	\$ 2,053
			Typical Path Sections			1		8	4			\$ 1,844		\$ 1,844									\$ -	\$ 1,844
			Typical Details			1		2	4			\$ 1,108		\$ 1,108									\$ -	\$ 1,108
			Engineering Geology						2			\$ 327		\$ 327									\$ -	\$ 327
			SUE Utility Plans						2			\$ 327		\$ 327									\$ -	\$ 327
			Stormwater Management Plan			2	16					\$ 3,130		\$ 3,130									\$ -	\$ 3,130
			Remove & Reset Plans			4		16	8			\$ 4,106		\$ 4,106									\$ -	\$ 4,106
			Grading, Drainage & Erosion Control Plans			2	16		8			\$ 4,437		\$ 4,437									\$ -	\$ 4,437
			Path Plan & Profile Sheets			2		8	4			\$ 2,053		\$ 2,053									\$ -	\$ 2,053
			Path Connection Details			2		8	4			\$ 2,053		\$ 2,053									\$ -	\$ 2,053
			Path Cross Sections - NIC this submittal									\$ -		\$ -									\$ -	\$ -
			Roadway Paving, Signing & Striping Plans			4		16	8			\$ 4,106		\$ 4,106									\$ -	\$ 4,106
			Roadway Profiles - NIC this submittal									\$ -		\$ -									\$ -	\$ -
			Roadway Area Plans - NIC this submittal									\$ -		\$ -									\$ -	\$ -
			Roadway Cross Sections - NIC this submittal									\$ -		\$ -									\$ -	\$ -
			Underpass General Information	1	2				2			\$ 927		\$ 927									\$ -	\$ 927
			Underpass General Layout	4	8				16			\$ 5,013		\$ 5,013									\$ -	\$ 5,013
			Underpass Elevation & Wingwall Layout	2	4				16			\$ 3,813		\$ 3,813									\$ -	\$ 3,813
			Pedestrian Railing Plan & Details	2	2				4			\$ 1,479		\$ 1,479									\$ -	\$ 1,479
			Underpass & Wingwall Sections and Details	2	8				8			\$ 3,255		\$ 3,255									\$ -	\$ 3,255
			Underpass Pump Plan & Details	1	2	8			8			\$ 3,579		\$ 3,579									\$ -	\$ 3,579
			Utility Relocation Plans (assume private utilities only)	1	4	2		4	8			\$ 3,190		\$ 3,190									\$ -	\$ 3,190

Mead CO66_CR7 Ped Crossing~Scope & Fee Estimate.xlsx

TASK #		TASK NAME	TASK DETAIL	Project Manager	Asst. PM & Structural Eng	Road & Trails PM	Civil Engineer	Civil Engineer	Sr. Designer	Landscape Architect	Project Assistant	Otak Subtotal	Otak Expense	Otak Total	Y2K Traffic	Pinyon Environmental	Goodbee SUE	CTL Thompson Geotech	King Survey	Western States Acquisition	Clanton Lighting	Chickenango Public Outreach	SUBS TOTAL	TEAM TOTAL
			MOT Advanced Signing Plans			1		4				\$ 700		\$ 700									\$ -	\$ 700
			MOT Typical Sections			2		4				\$ 909		\$ 909									\$ -	\$ 909
			Work Zone Traffic Control Phasing Plans - NIC this phase									\$ -		\$ -									\$ -	\$ -
			Traffic Signal Plans	1		1			2			\$ 761		\$ 761									\$ -	\$ 761
			Lighting Plans	1		1			2			\$ 761		\$ 761									\$ -	\$ 761
			Landscape Plans - NIC this phase									\$ -		\$ -									\$ -	\$ -
			Irrigation Plans - NIC this phase									\$ -		\$ -									\$ -	\$ -
			Right-of-Way Plans	1	2							\$ 600		\$ 600									\$ -	\$ 600
			New & Revised M&S Plans - NIC this phase									\$ -		\$ -									\$ -	\$ -
E		Specifications	NIC this phase									\$ -		\$ -									\$ -	\$ -
F		Cost Estimate		2	4	4	4	8	4			\$ 4,349		\$ 4,349									\$ -	\$ 4,349
G		Preliminary Drainage Report				4	24					\$ 4,905		\$ 4,905									\$ -	\$ 4,905
H		Quality Control		8								\$ 1,805		\$ 1,805									\$ -	\$ 1,805
I		Interim Check-in Meetings (1)	Meeting Preparation	0.5	1	0.5						\$ 405		\$ 405									\$ -	\$ 405
			Attend - partial in-person; partial virtual	3	3	3	1	1	1			\$ 2,321		\$ 2,321									\$ -	\$ 2,321
			Minutes	0.5	1	0.5						\$ 405		\$ 405									\$ -	\$ 405
J		Review Meeting	Meeting Preparation	1	1	1						\$ 622		\$ 622									\$ -	\$ 622
			Attend	4	4	4	4	4				\$ 3,657	\$ 72	\$ 3,729									\$ -	\$ 3,729
			Minutes	1	2	1						\$ 809		\$ 809									\$ -	\$ 809
K		Public Pop-up Meeting	Meeting Preparation	1	1	1		1	1			\$ 908		\$ 908									\$ -	\$ 908
			Attend	4	4							\$ 1,652	\$ 72	\$ 1,724									\$ -	\$ 1,724
			Minutes	1	2							\$ 600		\$ 600									\$ -	\$ 600
4.0		FOR (90%) Design		65	94	112	100	213	151	0	0													
A		Utility Coordination	Coordinate relocation requirements, develop Utility Agreements	4	8	4						\$ 3,236		\$ 3,236									\$ -	\$ 3,236
B		Traffic Engineering	Signal modifications	2	2	2						\$ 1,244		\$ 1,244									\$ -	\$ 1,244
C		Right-of-Way	Finalize ROW plans	1	2							\$ 600		\$ 600									\$ -	\$ 600
D		Acquisition	Acquire Temporary and/or Permanent Easements	1	2				8			\$ 1,906		\$ 1,906						\$ 19,050			\$ 19,050	\$ 20,956
E		Trail & Underpass Design	General Design	2	12	8		24				\$ 7,315		\$ 7,315									\$ -	\$ 7,315
		Plans	Title Sheet						1			\$ 163		\$ 163									\$ -	\$ 163
			Project Site Plan			1			2			\$ 536		\$ 536									\$ -	\$ 536
			Standard Plans List			0.5			1			\$ 268		\$ 268									\$ -	\$ 268
			General Notes			0.5	1	1	1			\$ 560		\$ 560									\$ -	\$ 560
			Summary of Approximate Quantities			1		2	2			\$ 781		\$ 781									\$ -	\$ 781
			Survey Tabulation			0.5		1				\$ 227		\$ 227									\$ -	\$ 227
			Survey Control Diagram			0.5			2			\$ 431		\$ 431									\$ -	\$ 431
			Geometric Control			1		4	2			\$ 1,026		\$ 1,026									\$ -	\$ 1,026
			Typical Roadway Sections			2		8	2			\$ 1,726		\$ 1,726									\$ -	\$ 1,726
			Typical Path Sections			2		12	2			\$ 2,217		\$ 2,217									\$ -	\$ 2,217
			Typical Details			1		4	4			\$ 1,353		\$ 1,353									\$ -	\$ 1,353
			Engineering Geology						1			\$ 163		\$ 163									\$ -	\$ 163
			SUE Utility Plans	1	2	1						\$ 809		\$ 809									\$ -	\$ 809
			Stormwater Management Plan			2	16					\$ 3,130		\$ 3,130									\$ -	\$ 3,130
			Remove & Reset Plans			2		4	8			\$ 2,215		\$ 2,215									\$ -	\$ 2,215
			Grading, Drainage & Erosion Control Plans			2	24		8			\$ 5,793		\$ 5,793									\$ -	\$ 5,793
			Path Plan & Profile Sheets			2		20	4			\$ 3,526		\$ 3,526									\$ -	\$ 3,526
			Path Connection Details			2		12	4			\$ 2,544		\$ 2,544									\$ -	\$ 2,544
			Path Cross Sections			1		8				\$ 1,191		\$ 1,191									\$ -	\$ 1,191
			Roadway Paving, Signing & Striping Plans			4		16	8			\$ 4,106		\$ 4,106									\$ -	\$ 4,106
			Roadway Profiles			2		20				\$ 2,872		\$ 2,872									\$ -	\$ 2,872
			Roadway Area Plans			2		16	8			\$ 3,688		\$ 3,688									\$ -	\$ 3,688
			Roadway Cross Sections			2		4				\$ 909		\$ 909									\$ -	\$ 909
			Underpass General Information	1	1				1			\$ 576		\$ 576									\$ -	\$ 576
			Underpass General Layout	2	4				8			\$ 2,506		\$ 2,506									\$ -	\$ 2,506
			Underpass Elevation & Wingwall Layout	2	4				12			\$ 3,160		\$ 3,160									\$ -	\$ 3,160
			Pedestrian Railing Plan & Details	1	2				4			\$ 1,253		\$ 1,253									\$ -	\$ 1,253
			Underpass & Wingwall Sections and Details	2	4				12			\$ 3,160		\$ 3,160									\$ -	\$ 3,160
			Underpass Pump Plan & Details	1	2	8			8			\$ 3,579		\$ 3,579									\$ -	\$ 3,579
			Utility Relocation Plans (assume private utilities only)	1	2	2		2	4			\$ 1,917		\$ 1,917									\$ -	\$ 1,917
			MOT Advanced Signing Plans			1		4				\$ 700		\$ 700									\$ -	\$ 700
			MOT Typical Sections			2		4				\$ 909		\$ 909									\$ -	\$ 909
			Work Zone Traffic Control Phasing Plans			2		16	8			\$ 3,688		\$ 3,688									\$ -	\$ 3,688
			Traffic Signal Plans	1		1			2			\$ 761		\$ 761									\$ -	\$ 761
			Lighting Plans	1		1			2			\$ 761		\$ 761									\$ -	\$ 761
			Landscape Plans - NIC									\$ -		\$ -									\$ -	\$ -
			Irrigation Plans - NIC									\$ -		\$ -									\$ -	\$ -
			Right-of-Way Plans	1	2							\$ 600		\$ 600									\$ -	\$ 600
			New & Revised M&S Plans									\$ -		\$ -									\$ -	\$ -
F		Specifications	CDOT Project Specs & Standard Specs list	2	4	4						\$ 2,036		\$ 2,036									\$ -	\$ 2,036
G		Cost Estimate		2	4	2	2	4				\$ 2,448		\$ 2,448									\$ -	\$ 2,448
H		Final Drainage Report				8	30					\$ 6,758		\$ 6,758									\$ -	\$ 6,758
I		Quality Control		8								\$ 1,805		\$ 1,805									\$ -	\$ 1,805
J		Interim Check-in Meetings (4)	Meeting Preparation	2	2	2						\$ 1,244		\$ 1,244									\$ -	\$ 1,244
			Attend - partial in-person; partial virtual	6	6	6	4	4	4			\$ 5,554		\$ 5,554									\$ -	\$ 5,554
			Minutes	2	4	2						\$ 1,618		\$ 1,618									\$ -	\$ 1,618
K		FOR 90% Review Meeting	Meeting Preparation	1	1	1						\$ 622		\$ 622									\$ -	\$ 622
			Attend	4	4	4	4	4				\$ 3,657	\$ 72	\$ 3,729									\$ -	\$ 3,729
			Minutes	1	1	1						\$ 622		\$ 622									\$ -	\$ 622
L		100% Design	Plans	4	8	8	16	16	16			\$ 11,361		\$ 11,361									\$ -	\$ 11,361
			Specs	2	4	4						\$ 2,036		\$ 2,036									\$ -	\$ 2,036
			Cost Estimate	1	1	1	1	1				\$ 914		\$ 914									\$ -	\$ 914
M		100% Design Review	Meeting Preparation	1	1	1						\$ 622		\$ 622									\$ -	\$ 622
			Attend - virtual	1	1	1	1	1	1			\$ 1,077		\$ 1,077									\$ -	\$ 1,077
			Minutes	1	1	1						\$ 622		\$ 622									\$ -	\$ 622
N		Bid Set Documents	Plans	1	1	1	1	1	1			\$ 1,077		\$ 1,077									\$ -	\$ 1,077
			Specs	1	1	1						\$ 622		\$ 622									\$ -	\$ 622
			Cost Estimate	1	1	1						\$ 622		\$ 622									\$ -	\$ 622

Mead CO66_CR7 Ped Crossing~Scope & Fee Estimate.xlsx

TASK #		TASK NAME	TASK DETAIL	Project Manager	Asst. PM & Structural Eng	Road & Trails PM	Civil Engineer	Civil Engineer	Sr. Designer	Landscape Architect	Project Assistant	Otak Subtotal	Otak Expense	Otak Total	Y2K Traffic	Pinyon Environmental	Goodbye SUE	CTL Thompson Geotech	King Survey	Western States Acquisition	Clanton Lighting	Chickenango Public Outreach	SUBS TOTAL	TEAM TOTAL
5.0		Bid Phase		9	9	7	0	4	1	0	0													
A		Pre-Bid Meeting	Attend, provide project overview, respond to questions	4	4	4						\$ 2,488	\$ 72	\$ 2,559.7									\$ -	\$ 2,560
B		Addenda	Respond to bid phase RFI's	2	4	2		4				\$ 2,109		\$ 2,109.1									\$ -	\$ 2,109
C		Contractor Selection	Review bid results, provide input for selection	2								\$ 451		\$ 451.4									\$ -	\$ 451
D		IFC Documents	Stamped plans & specs	1	1	1			1			\$ 785		\$ 785.2									\$ -	\$ 785
6.0		Construction Phase - Not Included		0	0	0	0	0	0	0	0													
A		Otak will prepare a proposal for Construction Management and/or Engineering Construction Assistance at Mead's request										\$ -		\$ -									\$ -	\$ -
Total Hours Through Completion				201	307	256	178	429	386	38	16													
Total Amount Through Completion				\$ 45,362	\$ 57,470	\$ 53,514	\$ 30,175	\$ 52,647	\$ 63,026	\$ 4,940	\$ 1,830	\$ 308,964	\$ 504	\$ 309,468										\$ 505,489
PHASE TOTALS																								
	1.0	Project Kickoff and Information Gathering		30	48	14	8	10	3	17	16	\$ 25,796	\$ 144	\$ 25,940	\$ -	\$ 24,628	\$ 53,525	\$ 21,400	\$ 30,199	\$ -	\$ 22,450	\$ 33,800	\$ 186,002	\$ 211,942
	2.0	30% Conceptual Design		46	81	50	4	84	84	21	0	\$ 63,429	\$ 72	\$ 63,501	\$ 18,920.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,920	\$ 82,421
	3.0	FIR (60%) Design		51	75	73	66	118	147	0	0	\$ 90,481	\$ 144	\$ 90,625	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 90,625
	4.0	FOR (90%) Design		65	94	112	100	213	151	0	0	\$ 123,425	\$ 72	\$ 123,497	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,050.0	\$ -	\$ -	\$ 19,050	\$ 142,547
	5.0	Bid Phase		9	9	7	0	4	1	0	0	\$ 5,833	\$ 72	\$ 5,905	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,905
	6.0	Construction Phase - Not Included		0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		TOTAL HOURS/FEE		201	307	256	178	429	386	38	16	\$ 308,964	\$ 504	\$ 309,468	\$ 18,920	\$ 24,628	\$ 53,525	\$ 21,400	\$ 30,199	\$ 19,050	\$ 22,450	\$ 33,800	\$ 223,972	\$ 533,440



November 18, 2022

Dan Beltzer, PE
Structures Group Manager
Otak
371 Centennial Parkway, Suite 210
Louisville, CO 80027

E: Dan.Beltzer@otak.com
C: 303-570-3699

Subject: Mead SH66/CR7 Ped Underpass - Scope and Fee

Dear Mr. Beltzer,

Y2K Engineering, LLC. appreciates the opportunity to submit our proposal for engineering services for the Mead SH66/CR7 Ped Underpass project. Our fee to provide engineering services is based on discussions with you and the scope of work enclosed.

If you have any questions or need additional information, please contact me at (480) 696-1701.

Sincerely,

Y2K Engineering, LLC.

A handwritten signature in blue ink that reads 'Yung Koprowski'.

Yung Koprowski, PE, PTOE, RSP₂
Principal

Exhibit A: Scope of Work

cc: PFile





EXHIBIT A – SCOPE OF WORK (SOW)

Y2K Engineering, LLC. shall herein be referred to as **Designer** and **Otak** shall herein be referred to as **Prime**.

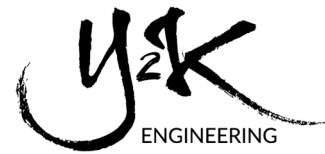
Task 1 – Project Management

- i. The Designer will attend a project kick-off meeting (two-hours) to review scope, address communication, budgets, milestones, and overall design objectives. The Prime will prepare all meeting materials. The meeting is assumed to be in person at the Town of Mead.
- ii. The Designer will attend a site walkthrough (one-hour) to observe and document constraints and opportunities to be considered during the design. This will be held immediately after the Project Kick-off Meeting. As such, travel to Mead is expected to be limited to one trip in Task 1.

Task 2 – 30% Design

- i. The Prime and Designer will develop and evaluate potential construction phasing alternates. Careful construction phasing will be critical to ensure disruption to traffic is minimized and safely handled. It may be beneficial to temporarily reconfigure the intersection, and modifications to the traffic signals are anticipated during construction. This study may also impact the underpass location and alignment. Phasing alternates will be presented as high level concepts.
- ii. The Prime will facilitate a two-hour-long review meeting/charrette with Mead, CDOT, and other stakeholders to evaluate alternatives and select a preferred to present at the Public Meeting. This meeting will be attended by the Designer. It is assumed that the Designer will prepare materials to showcase construction phasing alternatives and traffic operation considerations.
- iii. The Prime will facilitate a public meeting in Mead that will be attended by the Designer. The purpose of the meeting is to present the preferred underpass and trail layout, temporary impacts to traffic and aesthetic options, and obtain feedback. It is expected that the prime will prepare materials. Traffic materials prepared for 2.ii are expected to be utilized for this task.
- iv. The Designer will attend a meeting to select a Preferred Alternative informed by feedback from the public and input from the Town of Mead.

Task 3 – FIR 60% Design



- i. The Designer will perform traffic analysis to provide recommended modifications to the traffic signals during construction. The Designer will consider safe and comfortable bicycle and pedestrian accommodations during construction and in the ultimate design. Traffic counts will be collected at the intersection of SH66/CR7 to support analysis. The Designer will prepare a memorandum summarizing results. This memorandum will include a traffic control exhibit.

Deliverables:

Deliverables will include:

- Construction Phasing Concepts – Up to 3 (pdf)
- Traffic Analysis Memorandum (pdf)
- Traffic Control Exhibit (pdf)

General Assumptions and Exceptions:

- Traffic control plans will not be drawn to scale.
- Traffic signal modification plans are not included in this scope of work.
- No sealed drawings will be prepared.
- Survey is not included in this scope of work.
- Additional traffic count data not included.
- The Designer scope does not include inventory of environmental conditions, including the review of major utilities, stormwater and utility infrastructure, major drainageways, floodplains, hazardous materials sites, or historic sites.
- Reproduction of submittals and deliverables is the responsibility of the Prime.

1. Payments:

The Designer shall invoice the Prime monthly based on work performed the previous month. The fee derivation is provided below.



FIRM:	Y2K Engineering, LLC.				11/18/2022
PROJECT:	Mead SH66/CR7 Ped Underpass				
		Project Engineer / Project Engineer, Level II \$165.00	Sr. Designer / CAD/GIS Technician III \$130.00	Sr. Engineering Designer \$110.00	TOTAL FEES
Task 1: Project Management					
Ongoing Project Management		2			\$330.00
Kick-Off/Site Walkthrough		6			\$990.00
Task 2: 30% Design					
Construction Phasing Alternatives		12	24		\$5,100.00
Meetings/Stakeholder Coordination		16	4	12	\$4,480.00
Task 3: 60% Design					
Traffic Analysis Memorandum		8		24	\$3,960.00
Traffic Control Exhibit		4	16	12	\$4,060.00
TOTAL HOURS		48	44	48	140
TOTAL FEES		\$7,920.00	\$5,720.00	\$5,280.00	\$18,920.00

\$18,920.00



Western States Land Services, LLC

Acquisition and Relocation Specialists
505 North Denver Avenue
Loveland, CO 80537
(970) 667-7602
Metro: (303) 938-1414
Wslsrow.com

January 24, 2023

OTAK, Inc.
Dan Beltzer, P.E.
371 Centennial Pkwy. #210
Louisville, CO 80027

RE: SH 66 and CR 7 Pedestrian Underpass – Property Acquisition Services

Dear Mr. Beltzer;

Thank you for contacting us to provide a proposal for property acquisition services for the above referenced project. We understand you are preparing a mini proposal for the planning and design and would like our assistance to provide property acquisition services as necessary. Please accept this brief scope and cost proposal to provide property acquisition services.

PROJECT DESCRIPTION

Based on the preliminary information we have been provided, we understand that it may be necessary to acquire property interests from three individual landowners. Recent discussions have indicated that two of the three landowners may be willing to donate any necessary property interests and would require minimal acquisition effort. We understand this Project will receive federal funding and therefore our acquisitions must conform to the Uniform Act and CDOT policies. We do not anticipate the need for any relocation assistance.

SCOPE OF SERVICES

In order to acquire the necessary property interests as outlined above, Western States will perform the following services:

- A. Meetings and general coordination / research. Western States will meet with the appropriate representatives and co-consultants to assist with the various coordination efforts. We also plan to meet with the affected landowner in the field as necessary. We anticipate multiple status or coordination meetings with the team to discuss the status of acquisition and to develop responses to landowner questions or feedback.
- B. Title: Western States makes the assumption that title will be provided to us and we have not included a cost.
- C. Valuation: Based on the nature of the acquisition we recommend obtaining an appraisal from independent fee appraiser, Jon Vaughan of CBRE for one parcel. We do not anticipate the need

for valuation for the other two parcels, if it is determined that valuations are necessary, we may need to amend our proposal.

- D. Preparation of Documentation: We will use standard Town conveyance forms that will be filled out by our staff and reviewed by the Town prior to issuance. We will assist in drafting the NOI and Offer letters, both will be reviewed and approved by the Town prior to issuance.
- E. Negotiations: Once the Offer has been issued, Western States will attempt to meet with the property owner and/or their representatives to discuss the compensation being offered and obtain initial feedback. Throughout our negotiations, we will maintain current communication with Otak and the Town regarding the status of the negotiations and any issues that may arise. If we determine that we are unable to negotiate a voluntary settlement, we will discuss our remaining options with the team.
- F. Closings: Once we have reached an agreement, the final documentation will be forwarded for review and approval by the Town. Upon acceptance of the executed Agreement we can either facilitate the closing in-house in exchange for a closing statement and receipt or we will coordinate the closing through the title company.
- G. Condemnation: If it is determined that eminent domain is necessary, Western States will be available to provide testimony as to our good faith negotiations at an IP hearing for one landowner. If eminent domain or prolonged negotiations are necessary for more than one landowner, we may need to amend our proposal.
- H. ROW Clearance: Once all of the property interests have been acquired and closed we will submit our complete files to CDOT requesting ROW Clearance. Once clearance is received we will consider our efforts to be complete.

SERVICES TO BE PROVIDED BY OTHERS

It is our understanding Otak or other consultants will provide the following services:

- A. Engineering and design information, including necessary plans.
- B. Surveys and legal descriptions as necessary
- C. Field staking as necessary of the areas to be acquired for review with the property owner / representative.
- D. Title
- E. Legal assistance and advice relating to matters that may be raised during the negotiations, including contracts, contractual terms and the like.

COST ESTIMATE

In order to perform the services delineated above, Western States provides the following estimate to acquire property interests from three landowners:

Project Mngr./Sr. Agent	80 hours x \$110 per hour	\$ 8,800.00
Clerical	10 hours x \$75 per hour	\$ 750.00
		\$ 9,550.00
<u>Expenses: mileage, copies, facsimiles, postage, telecom</u>		<u>\$ 500.00</u>
Estimated WSLS Total		\$ 10,050.00

Third Party Costs

Appraisal	\$ 6,500.00
<u>Appraisal Review</u>	<u>\$ 2,500.00</u>
ESTIMATED GRAND TOTAL	\$ 19,050.00

The above estimate is for one acquisition through statutory negotiations and two voluntary acquisitions that are anticipated to be donations. This estimate is based upon current information. As with all of our work, we note that the fee estimated above is not a fixed bid and we would only charge for the actual time and expenses incurred during the conduct of our acquisition services. If the scope or nature of the acquisitions changes it may require a modification to our proposal.

Thank you and should you have any questions regarding this preliminary proposal, please contact me at your earliest convenience.

Sincerely,
WESTERN STATES LAND SERVICES, LLC

John Doty
Principal

Mead - Underpass at SH 66 near WCR 7 - SUE

Scope and Fee Estimate 1/24/2023

Task	Description of Activities /Assumptions	President	Project Manager IV	Project Manager III	Project Manager II	CAD I	Administrator	SUE Technician II	SUE Technician II	SUE Technician I	Total Hrs.	Total Cost (2023 Rate Sheet)
		Floyd, Mary Keith	Curnutte, Julie	Hauswirth, Lisa	Curtis, Linda	Dunivan, Alex	Kiser, Elizabeth	Cantrelle, Ryan	Harris, Clarence	Williams, Dominique		
		\$185/hr	\$170/hr	\$150/hr	\$140/hr	\$80/hr	\$110/hr	\$110/hr	\$110/hr	\$90/hr		
Project Mgmt.	Project Meetings (assume kickoff and 4 progress meetings)	0		5							5	\$750
	Monthly progress reports and invoicing. Assume 6 invoices.	1		6			6				13	\$1,745
Information Gathering	Utility Record Data Collection (QL-D): Goodbee will submit CO 811 SUE notification. If utility companies do not provide records in 10 days, Goodbee will follow up utility companies to request records.			2		4					6	\$620
	Utility Designating (QL-B): Complete geophysical investigations to designate the horizontal location of underground utilities. Prepare CAD for use in SUE Plan set and as background files. Begin preparation of SUE Plan set.		2	8	4	8		8	20		50	\$5,820
Final Design - Utilities	Utility Test Holes (QL-A): Otak to provide test hole locations. Complete test holes in the quantity noted in ODCs below. Update existing utility CAD file with test hole survey data. Prepare test hole table and finalize SUE Plan set for stamping.		8	10	4	10		16		32	80	\$8,860
	Final SUE Plan		4	2		4					10	\$1,300
SUBTOTAL LABOR		1	14	33	8	26	6	24	20	32	164	\$19,095

Other Direct Costs (ODC)

Expense Items	Units	Unit Price	Subtotal
SUE QL-B mileage	336	\$ 0.655	\$ 220
SUE QL-A mileage	504	\$ 0.655	\$ 330
SUE QL-B Supplies and Equipment Use Fees (GPR Excluded)	2	\$ 190	\$ 380
SUE QL-B Survey Equipment Use Fee	1	\$ 100	\$ 100
SUE QL-A Survey Equipment Use Fee	2	\$ 100	\$ 200
Permitting - Assumes Permit fees and Costs are Waived by Agencies, Otherwise Billed At-Cost			
Vendor Items	Units	Unit Price	Subtotal
SUE QL-B Traffic Control (Estimated Vendor Charges)	2	\$ 1,700	\$ 3,400
SUE QL-A Traffic Control (Estimated Vendor Charges)	4	\$ 1,700	\$ 6,800
SUE QL-A Vacuum Excavation (Estimated Vendor Charges)	20	\$ 1,000	\$ 20,000
SUE QL-A Test Hole Hot Patch/Flow Fill Restoration (Estimated Vendor Charges)	10	\$ 300	\$ 3,000
SUBTOTAL ODCs			\$ 34,430

Total Estimate = \$ 53,525

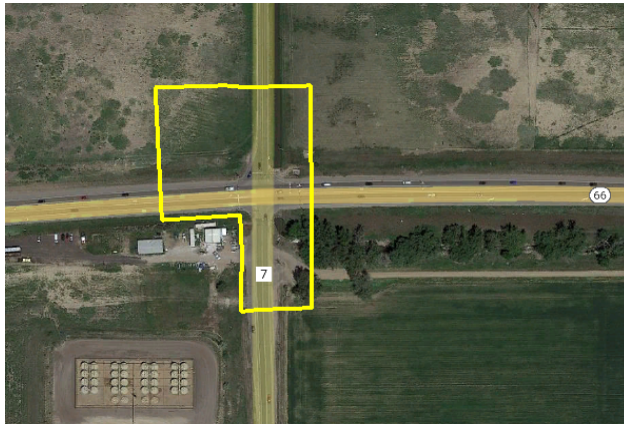
Assumptions and Exclusions:

- Design for a new trail underpass beneath State Highway (SH) 66 near WCR 7. Goodbee is providing SUE QLB and QLA for the underpass area only. Investigations along CR 7 to the north and south of the underpass are excluded.
- Assume a 8-month period of performance (February 2023 - September 2023)
- CAD performed in AutoCAD
- Utility Relocation Plans and utility coordination excluded.
- Water and sanitary relocation design excluded.
- Ditch and railroad company coordination are excluded
- Row/title lead to provide Goodbee information on recorded utility easements identified in Schedule 2B
- Note that utility contacts identified during records collection (QL-D) will likely be different than utility contacts developed during the utility coordination process

Mead - Underpass at SH 66 near WCR 7 - SUE

Scope and Fee Estimate 1/24/2023

- 9 The limits of QL-B SUE investigations are shown in yellow.
- 10 The Client will provide project survey control and associated base mapping to Goodbee prior to the beginning of field work. Topographic survey is required prior to plan submittal.
- 11 Goodbee's SUE surveyor will collect visible utility features associated with SUE markings, including ground-level and invert elevations.
- 12 Goodbee's SUE surveyor will not collect data on open channels, open-air culverts, irrigation ditches, or landscape irrigation systems, as it is assumed those will be collected as part of the project topographic survey.
- 13 When access is provided/allowed by utility companies, vaults, maintenance holes, or other accessible subsurface chambers, will be documented and diagrammed using LIDAR or direct survey measurements.
- 14 Confined space entry is excluded from this scope of work.
- 15 Goodbee will survey electric or communication pole locations and complete associated pole diagrams. Line sag heights and electric voltages are excluded.
- 16 Per ASCE 38-22, investigation details or notes will be provided on the SUE plan or SUE report depending on the level of complexity.
- 17 QL-A Test Holes will be backfilled with appropriate materials per industry standards. Asphalt repair will be completed with DOT-compliant cold-patch asphalt. Should alternative methods of Test Hole restoration be required, Goodbee will invoice the repairs at-cost. The Client should notify Goodbee prior to scoping the possibility to encounter and/or dispose of contaminated soil or water during Test Hole investigations.
- 18 Permitting fees will be waived or paid by the Agency or Client. Should fees not be waived, they will be invoiced at-cost.
- 19 The SUE Plan Set is valid only at the time of field investigations. Should the project occur over an extended duration of time, an additional SUE investigation may be warranted to update existing subsurface utility conditions.
- 20 It is the responsibility of Goodbee to perform due diligence with regards to records research (QL-D level of effort) and acquisition of available utility records. Goodbee will further investigate the project area using a suite of geophysical equipment to obtain QL-B data. During QL-B field work, Goodbee will scan the defined work area using electronic prospecting equipment to search for previously un-recorded utilities. Utilities not identified through these efforts will here forth be referred to as "unidentified" utilities. Goodbee is not responsible for designating unidentified utilities that were not detected through due diligence or scanning the work area.
- 21 Goodbee will inform the client if a portion of the SUE area cannot be accessed due to homeless encampments, trash/debris, or other safety concerns. Due to any of these safety concerns, this area will be noted as excluded from the SUE investigation
- 22 The Client will arrange for Right of Entry to access work areas, where required, prior to the commencement of field work
- 23 Third-party traffic control will be required for SUE investigations. The traffic control cost is estimated based on past fees and will be invoiced at-cost.
- 24 It is assumed that SUE investigations can be completed during weekday working hours (generally 8-5, Monday through Friday). If CDOT or the local agency permitting requires night work, Goodbee will charge a night work premium.



January 25, 2023

Otak
371 Centennial Parkway, Suite 210
Louisville, Colorado 80027

Attention: Dan Beltzer, PE
Structures Group Manager

Subject: Proposal for Geotechnical Engineering Services
Pedestrian Underpass
State Highway 66 and County Road 7
Mead, Colorado
Proposal Number: FC-22-0506 Rev 2

Thank you for considering CTL|Thompson, Inc. (CTL|T) for this project. Included with this letter is the proposal and service agreement for the services you have requested. On the next page, we have listed a detailed scope of services for your review. If this proposal and the attached Service Agreement are acceptable, please complete, sign, and return a copy for our records.

Our team at CTL|T will make appropriate effort to complete the work described in the Scope within a reasonable period. Based on the scope of services described, we anticipate completing the project about 6 to 8 weeks following your notice to proceed.

If there are other engineering needs that CTL|T can help you with, including structural, environmental or materials testing and construction observations, please contact us at your convenience.

Respectfully Submitted,
CTL|THOMPSON, INC.



R.B. "Chip" Leadbetter, III, PE
Senior Geotechnical Engineer



[CTL|Thompson, Inc.](#)

[Denver](#), [Fort Collins](#), [Colorado Springs](#), [Glenwood Springs](#), [Pueblo](#), [Summit County](#) – Colorado
[Cheyenne](#), Wyoming and [Bozeman](#), Montana

Parties The services defined in this document constitute an agreement between the parties below:

Client: Otak (referred to herein as "Client")

Consultant: CTL | Thompson, Inc. (referred to herein as "CTL|T.")

Project Consulting services are to be in connection with the State Highway 66 and County Road 7 Pedestrian Underpass located in Mead, Colorado, referred to herein as "Project." The project will include a pedestrian underpass, or overpass, at State Highway 66 and trail adjacent to County Road 7 along with approximately 1 mile of paved pedestrian trail.

Work Scope and Fees The work scope covered by this agreement is summarized as follows:

GEOTECHNICAL INVESTIGATION

\$18,200

Lump Sum

1. Participate in project kickoff and monthly progress meetings with Otak and the project team.
2. CTL|T will call in utilities and coordinate with the appropriate personnel for drilling operations.
3. Drill four borings for the underpass and wingwalls and six to ten borings along the trail alignment.
 - The borings will be drilled to a depths of 10 to 30 feet or to auger drill refusal.
 - Samples will be taken at approximate 5-foot intervals.
 - Groundwater levels will be measured in the borings upon completion and several days after completion and several days after completion. Hand slotted PVC pipe will be installed to facilitate secondary groundwater measurements at planned structure locations.
4. Test samples from the borings as CTL|T believe needed for the geotechnical analysis.
5. Recover on sample from a piezometer location for Diesel Range Organics and a Oil & Grease Content
6. Prepare a report summarizing the results of the field and laboratory work proposed above, and CTL|T's analysis, opinions, conclusions and recommendations including the following:
 - A general description of the proposed construction site
 - A location map showing the boring locations
 - A Summary logs of the borings with descriptions of the soils/bedrock and groundwater levels measured in the borings.
 - Discussions regarding:
 - geologic hazards;
 - recommended foundation types and design criteria;
 - lateral earth load criteria for design of foundations and walls;
 - recommendations for compaction of engineered fill, foundation wall backfill and utility trench backfill, as needed;
 - excavation considerations including excavation difficulties side slopes, slope bracing and temporary dewatering recommendations, if needed;
 - the acceptability of on-site natural soils and existing fill for reuse as engineered fill;
 - groundwater effects on the proposed construction. A subsurface drain design, if needed, will be provided;
 - need for special cement in concrete contacting foundation soils if the site soils/bedrock samples are high in water-soluble sulfates; and
 - subgrade recommendations for the trail.
7. One digital copy will be provided signed by a Professional Engineer registered in the State of Colorado.

**MONTHLY GROUNDWATER MONITORING****\$3200***Lump Sum*

1. CTL will measure groundwater levels at piezometer locations installed during the geotechnical drilling described above. Measurements will be performed for 8 consecutive months (ex: March to November).
2. Following each set of readings, CTL will prepare a letter report including the following:
 - A location map showing the piezometer locations
 - A summary groundwater measurements
3. One digital copy will be provided signed by a Professional Engineer registered in the State of Colorado.

SCOPE EXCLUSIONS

Surveying services are not included in the scope of services but can be provided upon request for an additional fee. Phone calls, meetings and additional consultation requested after submittal of report documents will be invoiced at time and materials per the fee schedule included in this proposal.

General Provisions

The general provisions and standard fee schedule which are included with this Service Agreement are to be considered a part of this contract and agreement.

Authorization**CTL|T****Client***Signature**Signature***R.B. "Chip" Leadbetter, III, PE***Name**Name***Senior Engineer***Title**Title***January 25, 2023***Agreement Date**Date*

General Provisions

Agreement Date	This Agreement is considered effective on Agreement Date when signed by both parties.
Applicable Law	The law of the State of Colorado shall govern the validity of this Agreement, and its interpretation, enforcement, and performance. Should any provision of this agreement be found to be unenforceable, the remainder of this Agreement shall nonetheless remain valid and binding.
Entire Agreement	These General Provisions combined with the Service Agreement shall be the entire agreement between Client and CTL T and shall supersede any other agreement relating to the subject matter hereof. In case of conflict or inconsistency between this Agreement and any other contract documents, this Agreement shall control. Notwithstanding any other provision in this Agreement, if Client authorizes CTL T to proceed with its services or if CTL T begins performance of its services, this Agreement shall become an enforceable agreement between the parties regardless of whether either party has signed this Agreement.
Proposed Fees	CTL T agrees to provide the services described for the fees listed in the Service Agreement. Additional consultation or services outside of the described scope will be provided on a Unit Rate basis in accordance with standard unit fees. The Service Agreement shall remain available provided that CTL T receives Client's authorization to proceed within 30 days of the date of this Agreement. If Project requirements or the subsurface conditions encountered indicate that the scope of services covered by the Service Agreement should be revised, a contract modification or written addendum to the Service Agreement shall be entered into to cover the revised scope and fee.
Invoices	CTL T may submit interim invoices to Client and will submit a final invoice upon completion of its services. Invoices will detail charges for different personnel and expense classifications, a lump sum fee, or a percentage of completion, as appropriate. A more detailed itemization of charges and back-up data will be provided at Client's request. Payment is due upon presentation of each invoice and is past due thirty (30) days from invoice date. Client shall pay a finance charge of one-and-one half percent (1 1/2 %) per month on past due accounts, plus attorney fees and costs associated with collection.
Limitations on Claims	Any claim or cause of action between Client and CTL T including, but not limited to, claims for contribution and indemnity, shall be deemed to have accrued and the applicable statutes of limitation and repose shall commence to run no later than the date of substantial completion of CTL T's services under this Agreement. Substantial completion shall be deemed to occur no later than the date CTL T issues its final invoice under this Agreement. In the event of a claim, Client agrees that as its sole and exclusive remedy, any claim, demand or suit shall be brought against CTL T as a corporation only, and not against any of CTL T's individual employees, engineers, agents, officers, directors or shareholders. The services CTL T provides pursuant to this Agreement are solely for the benefit of Client. Neither CTL T nor Client intends to confer a benefit on any other person or entity. To the extent any other person or entity benefits from the services CTL T provides, such benefit is purely incidental and such person or entity shall not be deemed a third-party beneficiary of this Agreement. Client and CTL T waive claims against each other for consequential, incidental, indirect, special, exemplary or punitive damages arising out of the services CTL T performs pursuant to this Agreement. This mutual waiver includes, but is not limited to, claims for loss of use, product, rent, income, profit, financing, business, and reputation, for delay damages of any kind, for lost management and labor productivity, lost opportunity to complete other projects, and for increased construction and financing costs.. This waiver extends, without limitation, to all consequential damages due to either party's termination under this Agreement.
Limitation of Liability	Client agrees CTL T's total aggregate liability to Client and others for all injuries, claims, losses, damages, and expenses (including costs, expert fees, attorney fees, and interest) arising out of CTL T's services for the Project shall be limited to the greater of \$50,000 or CTL T's fee for the services rendered pursuant to this Agreement. This limitation shall apply regardless of the nature of the claim made or the theory of liability pursued, including but not limited to, negligence, strict liability, breach of contract, breach of warranty, contribution, and indemnity. CTL T will have no liability to Client or others for damages resulting from the failure of Client or others to follow CTL T's recommendations.
Standard of Care	CTL T shall perform its services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. CTL T makes no express or implied warranty in connection with the performance of its services. Client acknowledges that subsurface conditions may vary from those CTL T encounters at the location where CTL T performs borings, test pits, surveys, or explorations (if any) and that CTL T's data, interpretations and recommendations are based solely on the information available to it. Client also acknowledges that the performance of soils depends on variables beyond the control of CTL T and therefore, CTL T cannot and does not guarantee the performance of soils at the Project property. CTL T will be responsible for its data, interpretations and recommendations as indicated above, but shall not be responsible for the interpretation or implementation by others of the information developed.

Termination	Either party may terminate this Agreement for cause upon seven (7) days written notice if the other party substantially fails to perform its obligations hereunder. Such termination shall not be effective if the substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Client shall pay CTL T for services performed to the termination notice date, plus reasonable termination expenses.
Insurance	CTL T represents that it, its employees, and the consultants it retains are protected by worker's compensation insurance, and that CTL T has such coverage under commercial general liability, property damage, and professional liability insurance policies as CTL T deems to be adequate. CTL T will provide Certificates for these insurance policies to Client upon written request. CTL T shall in no event be responsible for any loss or damage beyond the amounts, available limits, and conditions of these insurance policies.
Ownership of Documents	CTL T retains ownership and copyrights of all work product, reports, field data, field notes, laboratory test data, calculations, estimates, design plans, and other documents CTL T prepares in connection with this Agreement. Client is licensed to use these Instruments of Service solely for the purpose they were prepared in furtherance of this Agreement. Client shall not reproduce, use or alter CTL T's Instruments of Service for other projects, or for making future modifications to the Project, without CTL T's prior written consent. If CTL T terminates this Agreement for non-payment, Client shall not be entitled to use CTL T's Instruments of Service for any reason. CTL T shall retain delivered Instruments of Service in electronic form for five (5) years following completion of its services, during which period the Instruments of Service shall be made available to Client during regular business hours.
Work by Others	In performing services under this Agreement, CTL T shall be entitled to rely upon the accuracy and completeness of information, reports, recommendations, and design services provided by Client, contractors, or other consultants, and CTL shall have no liability for claims or damages resulting from errors and omissions in the same.
Value Engineering	If Client directs CTL T or others to revise the Construction Documents to include value engineering, value reduction, or substitution proposals (VE Proposals) made by others, and CTL T does not recommend acceptance of the VE Proposals, then Client shall release, indemnify, and defend CTL T from and against all claims, damages, losses, liabilities, costs and attorney fees arising from the inclusion of the VE Proposals into the Project.
Job Site	Client shall require the construction contractors and subcontractors to assume sole and complete responsibility for job site conditions at the Project, including the safety of persons and property, and for construction means, methods, techniques and sequences. Accordingly, Client shall defend, indemnify and hold CTL T harmless from all claims for personal injury or property damage sustained due to the negligence of any contractor, subcontractor, or other person not under the control of CTL T i) in safeguarding the worksite, ii) for using unacceptable materials in construction, iii) in constructing the Project, and iv) for claims arising under workers' compensation laws.
Right-of-Entry	Client shall arrange for and provide CTL T with safe access to the Project property, including access for necessary equipment, to allow CTL T to complete its services. While onsite, CTL T will take reasonable precautions to minimize damage to the Project property, but Client agrees that in the normal course of work some damage may occur, the correction of which shall not be CTL T's responsibility.
Utilities	Client shall be responsible for designating the location of all private utility lines and subterranean structures within the property lines of the Project. CTL T will request responsible utilities to locate off-site lines and public on-site lines when necessary for CTL T's services. Client agrees to defend, indemnify and hold CTL T harmless for damage to utilities or subterranean structures that are not correctly located by Client or the responsible utility.
Samples	CTL T will retain soil and rock samples for thirty (30) days after submitting the report on those samples. Construction materials samples collected and tested, if any, will be disposed of after testing. Further storage or transfer of samples can be arranged at Client's expense, upon written request.
Hazardous Materials	Client represents that Client has made a reasonable effort to evaluate whether hazardous materials are on or near the Project property and has informed CTL T of any information or findings relative to the possible presence of hazardous materials. Should unanticipated hazardous materials be discovered in the course of CTL T's performance of its services, such discovery shall constitute a changed condition mandating a renegotiation of the scope of services, or termination of services. Should the discovery of unanticipated hazardous materials require CTL T to take immediate measures to protect health and safety, Client agrees to pay CTL T for costs incidental to taking such measures and for necessary decontamination or replacement of affected equipment. CTL T agrees to notify Client promptly when it encounters unanticipated or suspected hazardous materials. Client agrees to make any disclosure required by law to appropriate government agencies. Furthermore, Client agrees to defend, indemnify, and hold CTL T harmless from all liability arising from discovery by anyone of hazardous materials or suspected hazardous materials.
Humidity, Moisture Vapor & Mold	Unless specifically stated, services intended to control humidity, moisture vapor, and mold are expressly excluded from this Agreement. Client acknowledges that the growth of mold, some of which may be harmful to human health, can be caused or exacerbated by conditions which occur inside or outside habitable structures. If Client desires services intended to reduce humidity, moisture vapor and mold, CTL T can provide such services for an additional fee. If such services are not expressly undertaken by CTL T, Client agrees to indemnify, defend and hold CTL T harmless from all claims alleging that CTL T caused, contributed to, or failed to prevent injury and damage related to the presence of humidity, moisture vapor or mold.

General Provisions



CTL THOMPSON

Founded in 1971

Standard Fee Schedule – Effective January 2022

Personnel	Includes analysis and preparation of reports, calculation time, travel, consultation, sample preparation and direct supervision of the CTL T project.				
	Engineering Technician I	\$	65	/	hour
	Engineering Technician II / Secretarial		70	/	hour
	Engineering Technician III / CADD / Drafts Person		75	/	hour
	Senior Engineering Technician		100	/	hour
	Environmental Technician		80	/	hour
	Industrial Hygienist Technician		85	/	hour
	Senior Industrial Hygienist / Environmental Technician		105	/	hour
	Staff Engineer / Geologist / Scientist		110	/	hour
	Project Engineer / Geologist / Scientist		120	/	hour
	Project Manager		140	/	hour
	Associate		170	/	hour
	Principal		210	/	hour
	Senior Principal		265	/	hour
	Expert Consultation / Witness		Quote on Request		
Field Investigation Services	Drilling and Sampling with a 4-inch Auger	\$	195	/	hour
	Drilling and Sampling with Hollow Auger		210	/	hour
	Drilling and Sampling with Track-Mounted Rig		Add 100	/	hour
	Drilling and Sampling with Rotary Drill		Cost +	15%	
	Shelby Tube Sample		25	/	each
	Drilling Rig Mobilization				
	Metro Area		Hourly Rate		
	Outlying Areas (more than 1 hour, one-way)		2.70	/	mile
	Auto or Pickup Mileage (Out Of Town Mobilization)		0.60	/	mile
	Labor, Out-Of-Town Living Expenses, Travel Costs, Equipment Rental, Subconsultants		Cost +	15%	
	Coring (2 Hour Minimum)		150	/	hour
	Asphalt Core Thickness		50	/	each
	Asphalt Core Density		50	/	each
	Deflection Testing – Benkelman Beam, Operator & Truck		225	/	hour
	Bond Testing		150	/	hour
Construction Observation and Materials Testing Services*	Earthwork: Compaction Testing	\$	80	/	hour
	Drilled Pier Installation		75	/	hour
	Asphalt Placement and Compaction		80	/	hour
	Concrete Strength Testing:				
	Testing & Cylinder Pick Up		65	/	hour
	Cylinders		17	/	cyl
	Flexural Beams		55	/	beam
	On Site Curing Service		300	/	month
	Maturity Meter Method		2,500	/	mix
	Data Loggers		Cost +	15%	
	Moisture Emissions Testing		85	/	hour
	Moisture Kit		75	/	each
	Shotcrete includes Preparation and Report (set of 5)		350	/	set
	Floor Flatness (FF and FL and/or 10 Foot Straightedge)		110	/	hour
	Reinforcement Placement Observation		75	/	hour
	Masonry Special Inspection		85	/	hour
	Proof Load of Anchor or Dowels		100	/	hour
	Weld & Bolt Inspection		100	/	hour
	Framing Observation		100	/	hour
	Post Tension – Strat Observation – Elongation Measurements		85	/	hour
	Dampproofing		85	/	hour
	Insulation		85	/	hour
	Sprayed on Fireproofing or Firestopping		66	/	hour
	Thickness Measurements, Density Per Sample, Bond Per Test		100	/	hour
	Report Review / Supervision for Construction Observation and Materials Testing Services (excluding Concrete)		60	/	report
	Overtime Charge Increase for work done on Saturday, Sunday and Holidays and off normal shift hours		25	/	hour
	Fuel charge may be assessed on individual project basis and based on market conditions.				
	*Note: Time is charged for travel, testing and inspection and field report preparation (2-hour minimum trip charge)				

General Provisions



CTL THOMPSON

Founded in 1971

Soils Laboratory Services

Grain Size Analysis, 1-inch to #200 sieve	\$	60
Grain Size Analysis, #200 sieve only		45
Hydrometer Analysis		95
Atterberg Limits (L.L. & P.I.), per set		85
Natural Moisture and Density		20
Specific Gravity		60
Unconfined Compression - Soils		50
Unconfined Compression with Stress / Strain Curve		60
Unconfined Compression – Rock Cores, Peak Load Only**	Quote on Request	
Unconfined Compression – Rock Cores with MOE**	Quote on Request	
Unconfined Compression – Rock Cores, MOE, Poisson's Ratio**	Quote on Request	
One-Dimensional Swell Test		55
One-Dimensional Swell Test with Load Back for Swell Pressure		65
Soil Suction, Per Point		60
One-Dimensional Time Consolidation Test		
Set up and Initial Load		185
Additional Increments		50
Triaxial or Direct Shear Tests, per point		
Unconsolidated-Undrained		140
Consolidated-Undrained with Pore Pressure		480
Standard Proctor Compaction Test (ASTM D 698)		135
Modified Proctor Compaction Test (ASTM D 1557)		145
Relative Density (ASTM D 4253 and D 4254)		220
California Bearing Ratio (3 Points)		600
Hveem Stabilometer (3 Points)		600
Resilient Modulus		1,250
Permeability		
Flexible Membrane (Triaxial Cell)		480
Remolded Sample (Falling or Constant Head)		300
Water Soluble Sulfates		55
pH		50
Resistivity, per Specimen (Natural Moisture and Saturated)		120
Thermal Resistivity		900
Direct Shear		140
Rock Testing		
Specific Gravity		55
Two-Cycle Slake-Durability, per point		115
Unconfined Compression, per point		
Peak Load Only		120
With Stress / Strain Curve, Static E and Poisson's Ratio	Quote on Request	
Triaxial Compression-NX per point		160
With Stress / Strain Curve, Static E and Poisson's Ratio		310
Point Load Test		60

**Additional for Sample Preparation of Rock Cores

Specialized Testing and Services

Environmental Services		
Environmental Assessment, Remediation Design, Underground Storage Tanks, Drilling and Sampling, Methane Hazard, Compliance Assistance, Site Audits, Hazmat Surveys	Quote on Request	
Industrial Hygiene and Safety Services		
Indoor Air Quality, Asbestos Services, Lead Services, Exposure Assessments, Compliance Assistance, Training, Sampling, Program Development	Quote on Request	
Biological Services		
Endangered Species Review, Wetlands Delineation, Environmental Assessments	Quote on Request	
Geophysical Services		
Pier Integrity, Profiles by Reflection or Refraction, Resistivity Surveys, Dynamic Soil Properties	Quote on Request	
Specialized Testing Equipment Charges (Portable Drill Rig, Pressuremeter, Resistivity, Photoionization Device, Field Permeability, Down-Hole Moisture / Density)	Quote on Request	
NDT Equipment (Pulse-Velocity, Windsor Probe Test System, Pachometer, Half-Cell)	44 / hour	
Torsional Strength Tests and Calibrations (up to 1 million in lbs.)	Quote on Request	



CHICKENANGO
MARKETING SOLUTIONS

Efficient. Adaptable. Exceptional.

SCOPE OF WORK for SH 66 – CR 7 Pedestrian Underpass

TAP M870-006 (23383)

1/26/23

TO: Dan Beltzer, Otak
From: Jennifer McPherson, President, Chickenango Marketing Solutions, Inc.
Subject: Scope of Work and Fee

Chickenango will provide the Public Involvement necessary for the SH 66 and CR 7 Pedestrian Underpass project for the Town of Mead. The following list represents items associated with Chickenango's fee for public information services on this project.

SCOPE OF WORK

- Provide a phone number with a voice recording of project updates where a message can be left. Provide the email address for the project.
- Create a Public Information Plan, project stakeholders list, and project team contact list.
- Create an initial project flier sharing the initial project starting, the process for selecting alternatives, the opportunities for comments and responses, and information about future public meetings.
- Coordinate with stakeholders as necessary.
- Pop-up Events:
 - Eggstravaganza Egg Hunt (April 1 – 10 AM) This pop-up event is an opportunity to meet with families in Mead with children who either attend the high school now or will in the future. It is a good opportunity for education about the project, the process the engineering team will use to select a design.
 - Rockin' N Reelin' Summer Music and Movies events (1 pop-up at one of the concerts in the park events – Jun 16, or July 14th).
- Open House to present design options and recommendations (in person but will have a virtual option with a presentation on the webpage).
- Create boards and presentations for the public meeting(s), create an informational flier for meetings, and electronic comment and response form. Track responses and create FAQ fliers if necessary.
- Create a project webpage for coordination and information regarding the project progress and updates on other projects happening (CDOT Intersection improvements on CO 66 and CR7, Developer improvements etc).
- Coordinate all public meetings and attend them.



CHICKENANGO
MARKETING SOLUTIONS

Efficient. Adaptable. Exceptional.

DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
Public Involvement Manager	135	Hour	\$145	\$17,400
Public Involvement Specialist	100	Hour	\$100	\$7,500
Graphic Designer	50	Hour	\$100	\$5,000
Public Involvement Admin	52	Hour	\$75	\$3,900
TOTAL LABOR				\$33,800

The table below outlines other expenses which may be associated with the tasks listed above. These items will be billed at cost when occurred.

OTHER EXPENSES	COST	UNIT
Mileage	\$.56 per mile	each
Printing, mounting boards	\$100	each
Printing Fliers	\$1.50 per page	each
Mailing	\$1.00 per address	each
Telephone Project Line w/VM	\$35 per month for the project duration	each

November 17, 2022

Dan Beltzer
Otak
720.758.7718 | Dan.Beltzer@otak.com

Re: Mead SH66/CR7 Ped Underpass
Lighting and Electrical Design Consulting Proposal
Clanton Project #22095

Clanton and Associates proposes to undertake the lighting and electrical consulting for the Mead, Colorado, SH66/CR7 Pedestrian Underpass Project.

Estimated labor:	\$22,450
Estimated expenses:	\$ 0
Total Fee (labor and expenses):	\$22,450

The scope of work includes:

1. Pedestrian Tunnel beneath SH 66 lighting design
2. Electrical design
 - a. Tunnel lighting
 - b. Pump electrical

Fees are billed hourly not to exceed the contract amount without prior approval. Invoicing will occur monthly based on hours worked. Design services shall include the following:

30% Design

- Kickoff meeting via teleconference
- Establish basis of design
- Lighting design
 - Lighting layout
 - Luminaire recommendations
 - Lighting calculations
- Identify potential power source locations
- Coordinate power source locations and capacity with electric utility
- Tabulation of approximate quantities
- Opinion of Probable Cost
- Up to one (1) submittal (30% set)
 - Quality Control
- Attendance at 30% Review meeting via teleconference

60% Design

- Incorporate comments from 30% Review, up to one (1) comment response
- Lighting design
 - Lighting layout

- Lighting details
- Luminaire schedule
- Electrical design
 - Panel schedules
 - Lighting control centers, including feeder sizing
 - Conduit routing
- Coordinate power source locations and capacity with electric utility
- Specifications
- Tabulation of Approximate Quantities
- Opinion of Probable Cost
- Up to one (1) submittal (60% set)
 - Quality Control
- Attendance at 60% Review meeting via teleconference

90% & 100% Design

- Incorporate comments from 60% Review, up to one (1) comment response
- Lighting design
 - Final lighting layout
 - Lighting details
 - Luminaire schedule
- Electrical design
 - Panel schedules
 - One-line diagrams
 - Lighting Control Centers, including short circuit calculations and feeder sizing
 - Circuiting and conduit, including voltage drop calculations and conduit sizing
 - Electrical details
- Coordinate power source locations and capacity with electric utility
- Specifications
- Tabulation of Approximate Quantities
- Opinion of Probable Cost
- Up to three (3) submittals (90%, Bid Set & stamped plans)
 - Quality Control
- Attendance at 90% Review meeting via teleconference

Project Management

- Monthly invoices with progress reports

This scope of work is based upon normal project progress and within the time schedule agreed upon, without major redesign or change order work. Additional fees will be required if project timing is extended or project is put on hold and restarted at later date.

The scope is based on documents sent on November 10 & 11, 2022.

Not included in this scope of work but is available for extra services:

- Electric Vehicle (EV) electrical infrastructure design
- Electrical receptacles for holiday lighting or maintenance
- Construction observation and/or services during construction

- Street lighting
- Other electrical needs such as flashing beacons, etc.
- Public meetings
- Trail or pedestrian lighting outside tunnel
- Significant lighting and/or electrical redesign after 60% submittal based on client changes such as: changes in lighting ownership, addition of new electrical service(s), etc.
- Smart city and/or small cell infrastructure
- Any development, design, or detailing of custom luminaires

Specific exclusions from this scope are as follows:

- Structural engineering
- Equipment procurement
- Commissioning
- Survey control map or Right-of-Way plans
- Subsurface Utility Engineering
- Communication wiring to Traffic Signals

Client will supply Clanton and Associates with review materials and backgrounds in AutoCAD, OpenRoads, or MicroStation format. Reimbursable expenses shall include printing costs, overnight delivery and travel expenses associated with the project and shall be charged in addition to the compensation for professional services. Payment for services is expected within 30 days of invoice unless other arrangements are made in writing.

Work shall commence upon receipt of a signed copy of this agreement. This agreement is valid for 60 days.



CLANTON & ASSOCIATES

November 17, 2022

DATE

OTAK

DATE

January 19, 2023

Dan Beltzer
Otak
371 Centennial Parkway, Suite 210
Louisville, Colorado 80027

Via email: Dan.Beltzer@Otak.com

Subject: Proposal to Provide Environmental Clearance Documentation, State Highway 66 and County Road 7 Pedestrian Underpass, Town of Mead, Colorado

Dear Mr. Beltzer;

Pinyon Environmental, Inc. (Pinyon), is pleased to present this proposal for environmental services for the completion of the State Highway 66 (SH 66) and County Road 7 (CR 7) Pedestrian Underpass project. Pinyon understands that the Town of Mead is planning to design and construct a north/south pedestrian underpass crossing SH 66, just west of the intersection with WCR 7, and trail necessary trail connections. The project will include trail design, extending to Branding Iron Way (Liberty Ranch subdivision) and CR 7 to the south and the Mead Place subdivision (northwest corner of the intersection of SH 66 and CR 7) to the north. SH 66 is a Colorado Department of Transportation (CDOT)-owned facility. It was noted that roadway and signal projects are planned for the Mead Place development, including an overlay of the entire intersection, minor widening on the southwest SH 66/CR 7 radius, and new signals that accommodate the larger intersection; this work will be completed by others and design of the underpass will incorporate these improvements.

It has been determined that a National Environmental Policy Act (NEPA) study is required; the level of study required is assumed to be a Categorical Exclusion (CatEx). For this project, Pinyon will support the project by completing technical studies as outlined in Attachment A. The estimated cost to complete this project, in accordance with the outlined services, will be approximately **\$24,628** (Attachment A). Pinyon will invoice on a time and materials basis, in accordance with that apply to the Town of Mead On-Call (Pinyon's 2022 Standard Rate Schedule). The authorized amount will not be exceeded without prior approval.

The project duration is assumed to be 12 months or less; if the project duration is extended, a change order may be required. Should the project be delayed for six months or more, this scope will need to be reexamined in light of changing practices and the fee will need to be revised if Pinyon's rates have changed in that time period.

To authorize the outlined scope of services, please issue a subconsultant agreement for review and execution. Should you have any questions or require additional information, please do not hesitate to call. Thank you for considering Pinyon for your environmental consulting needs.

Sincerely,

PINYON ENVIRONMENTAL, INC.



Jillian K. Mauer
Transportation Market Manager
mauer@pinyon-env.com

Assumptions: Otak will provide up to a scoping level of plans (e.g., 15% that encompasses the maximum project disturbance footprint) as well as a geospatially referenced file (i.e., Google Earth, shapefile, AutoCAD) of the study area so that Pinyon, Otak, the Town of Mead, and CDOT can agree on the study area boundaries prior to any field work being completed. It is assumed that Pinyon will follow CDOT processes unless otherwise noted. Some deliverables are design dependent as an impact evaluation is required and may not be available until or after design plans have been significantly advanced. Pinyon assumes that each deliverable will have two rounds of review/revision/comment: the first by the Town of Mead and second by CDOT. After field work is completed, Pinyon will provide geospatial data of the relevant features to Otak for confirmation that all areas of impact are within the study area and ultimately for impact assessment.

The schedule assumes that all fieldwork would occur when vegetation is growing and can be identified to the species level. Pinyon may be able to do off-season field surveys; however, if not all indicators are present, the survey is likely more conservative than it would be during the growing season. Should the surveys proceed outside the growing season to accommodate the implementation schedule and a regulatory agency requires revisitation during the growing season additional scope and fee will be required.

The following tasks and assumptions were developed using Pinyon's professional judgement, given the information presented in the RFP, and Pinyon's knowledge of the corridor and environmental context. This scope, and associated fee, should be considered preliminary and subject to final scoping with CDOT and the Town of Mead. Further, additional revision and/or refinement may be necessary as design advancement and design decisions are made, particularly if design changes result in required revisions of deliverables or additional field studies.

Task	Scope of Work Summary	Deliverables
General Project Management	General project management, contract administration, invoicing, etc. Includes attendance at up to three meetings (i.e., Kick-off meeting, FIR Meeting, FOR Meeting); one meeting will be attended in person. Project duration is assumed to be 12 months.	Monthly invoices Progress reports
Project Resources that Pinyon will Provide		
Air Quality	Project is a trail underpass and not likely to have impacts to air quality. Pinyon will document findings in a brief memo if required by CDOT.	Brief Air Quality Memo
Noise	Project is a trail underpass and does not require noise evaluation. Pinyon will document findings in a Type III memo. If there are changes to the roadway configuration (i.e. edge of pavement being halved, etc.) additional scope and fee would be incurred.	Type III Memo
Hazardous Materials	Pinyon will complete a Form 881, which will include an agency database (i.e., ERIS) review. The database will be secured by Pinyon. The Study Area will be the project's limits of disturbance. Ideally, the design team will have identified the horizontal and vertical limits of disturbance, including all ROW and easement requirements. A site visit will be conducted by one Pinyon staff member in one day.	Form 881
Biological Resources	The biological resources field survey will be performed by one Pinyon biologist in one day to complete the following: - Assess habitat for federally and state-listed and special concern species - Assess habitat for migratory birds, including raptors, within the buffer area per Colorado Parks and Wildlife (CPW) guidelines	GIS Shapefiles BTM

Task	Scope of Work Summary	Deliverables
	• Delineate wetlands/waters of the U.S. in accordance with U.S. Army Corps of Engineers (USACE) and CDOT protocols • Map List A and B noxious weeds Results of the site visit will be documented in a Biological Technical Memorandum (BTM) and Geographic Information System (GIS) data will be provided using the State Plane coordinate system. If a different coordinate system will be used for the project Otak will provide it. Given the anticipated limited disturbance resulting from the project, Pinyon assumes that the impact assessment will reveal a <i>No Effect</i> to federally listed species. Therefore, coordination with the U.S. Fish and Wildlife Service (USFWS) is not anticipated to be required. If the effects determination is <i>May Affect, But Not Likely to Adversely Affect</i>, coordination with USFWS in the form of a letter would be required, and additional scope and fee would be necessary. Results of the survey for migratory birds, including raptors, will be documented in the BTM. During the field survey, Pinyon will evaluate the study area for the presence of wetland/water resources. Based on a preliminary review, it is assumed these resources will not be present. Findings will be documented in the BTM. Documentation in support of Section 404 permitting (i.e., USACE Nationwide Permit), CDOT Wetland Finding and/or associated mitigation is not anticipated to be required; should wetland/water resources be identified, additional scope and fee would be required. List A and B noxious weeds will be mapped, as applicable (i.e., if located in discrete locations); however, if the density of weeds is significant, detailed mapping will be stopped and recommendations regarding weed controls will be presented in the BTM as well as applicable specifications. It is assumed that an Integrated Noxious Weed Management Plan (INWMP) will not be required for this project. If an INWMP is needed, additional scope and fee would be required. Assumptions: • The study area will be provided to Pinyon prior to mobilizing to the field. • Assumes the site visit will take place during the growing season, and under snow-free conditions. • A species-specific survey for listed/sensitive species is not included in the scope. • Pinyon assumes Otak will calculate impacts using the provided GIS data, as needed. • Pinyon assumes Senate Bill 40 and shortgrass prairie resources will not be evaluated since this is a Local Agency project.	
Historic Resources	Pinyon will develop an Area of Potential Effects (APE), in coordination with CDOT. It is assumed that the APE will surround the estimated limits of disturbance, as well as all properties that will be impacted by the project (i.e., new right of way acquisitions or easements). Once the	APE Map Up to 2 Management

Task	Scope of Work Summary	Deliverables
	APE is established, Pinyon will research the Office of Archeology and Historic Preservation (OAHP) COMPASS database, the CDOT Historic Bridge Inventory, topographic maps, and local assessor data for the presence of potential historic resources within the APE. Preliminary review of the corridor indicates potentially eligible properties are not likely present on the adjoining parcels (i.e., properties with structures older than 50 years old); however, the SH 66 and CR 7 roadway alignments may be considered linear resources that will need to be surveyed for compliance with Section 106 of the National Historic Preservation Act (NHPA). Pinyon will coordinate level of effort for evaluation with the CDOT Historian and provide documentation for compliance with Section 106 and historic Section 4(f), including historic site evaluation forms; eligibility and effects letter; APE map; and historic Section 4(f) <i>de minimis</i> form(s). Assumptions: - Any Right of Entry will be coordinated and provided by the Otak/CDOT - This scope assumes a Section 106 determination of <i>no adverse effect</i>; should the project result in a determination of <i>adverse effect</i>, this scope will need to be revisited and additional fee will be required. - Should more than two resources for historic survey be identified, this scope will need to be revisited.	Data/Linear Component Forms Eligibility and Effects Letter Up to 2 Section 4(f) De Minimis Forms
Non-historic Section 4(f) Resources	One recreational facility is located in proximity to the project (west of the study area, south of SH 66), which is a playground owned by the Town of Mead. The project includes design for a new trail that extends throughout the area; however, impacts or use any existing recreational facilities will not occur as a result of the project. Pinyon will document findings in an email to CDOT for project record. Should the project result in impacts to any trail facilities (permanent or temporary use), additional scope and fee would be required.	Email
Resources that CDOT will Complete Internally		
Section 6(f)	N/A – CDOT to clear internally. No section 6(f) resources are found within the project area.	None
Archaeology Resources	N/A – CDOT to clear internally. Based on scope of project and location within disturbed area, no impacts or evaluations are required.	None
Paleontology	N/A – CDOT to clear internally. Based on scope of project, no impacts or evaluations are required.	None

Table I. Summary of Estimated Costs

Task - Project Management GEN001				
Description	Quantity	Unit	Rate	Extension
Labor Rates				
Project Controller	1.0	hour	\$105.00	\$105.00
Project Manager I	24.0	hours	\$170.00	\$4,080.00
Field Specialist / Project Assistant	12.0	hours	\$92.00	\$1,104.00
Task Manager	6.0	hours	\$145.00	\$870.00
Equipment/Material Unit Rates				
Truck/Van Mileage	150.0	miles	\$0.56	\$84.00
Task Subtotal				\$6,243.00
Task - Air Quality Memo AIR003				
Description	Quantity	Unit	Rate	Extension
Labor Rates				
Scientist III	2.0	hours	\$205.00	\$410.00
Scientist	12.0	hours	\$125.00	\$1,500.00
Task Subtotal				\$1,910.00
Task - Type III Noise Memo AIR008				
Description	Quantity	Unit	Rate	Extension
Labor Rates				
Scientist III	1.0	hour	\$205.00	\$205.00
Scientist	4.0	hours	\$125.00	\$500.00
Task Subtotal				\$705.00
Task - Hazardous Materials SC006				
Description	Quantity	Unit	Rate	Extension
Labor Rates				
Scientist III	1.0	hour	\$205.00	\$205.00
Scientist II	2.0	hours	\$160.00	\$320.00
Scientist I	20.0	hours	\$135.00	\$2,700.00
CAD/GIS Specialist I	3.0	hours	\$120.00	\$360.00
Equipment/Material Unit Rates				
Truck/Van Mileage	100.0	miles	\$0.56	\$56.00
Agency Records Database	1.0	each	\$375.00	\$375.00
Task Subtotal				\$4,016.00
Task - Wetlands and Waters of the US, including Fieldwork BIO003				
Description	Quantity	Unit	Rate	Extension
Labor Rates				
Scientist II	1.0	hour	\$160.00	\$160.00
Scientist I	14.0	hours	\$135.00	\$1,890.00
Scientist	4.0	hours	\$125.00	\$500.00
CAD/GIS Specialist I	1.0	hour	\$120.00	\$120.00
Equipment/Material Unit Rates				
Truck/Van Mileage	100.0	miles	\$0.56	\$56.00
Biological Field Visit	1.0	each	\$250.00	\$250.00
Task Subtotal				\$2,976.00

Task - Threatened, Endangered, and Sensitive Species/Wildlife/Noxious Weeds BIO012				
Description	Quantity	Unit	Rate	Extension
Labor Rates				
Scientist II	2.0	hours	\$160.00	\$320.00
Scientist I	15.0	hours	\$135.00	\$2,025.00
Scientist	5.0	hours	\$125.00	\$625.00
CAD/GIS Specialist I	4.0	hours	\$120.00	\$480.00
Task Subtotal				\$3,450.00
Task - Historic CUL 106				
Description	Quantity	Unit	Rate	Extension
Labor Rates				
Scientist II	2.0	hours	\$160.00	\$320.00
Cultural Resource Specialist II	4.0	hours	\$128.00	\$512.00
Cultural Field Specialist I	40.0	hours	\$94.00	\$3,760.00
Equipment/Material Unit Rates				
Truck/Van Mileage	100.0	miles	\$0.56	\$56.00
COMPASS Database	1.0	each	\$100.00	\$100.00
Task Subtotal				\$4,748.00
Task - Non-Historic Section 4(f)/6(f) NEPA018				
Description	Quantity	Unit	Rate	Extension
Labor Rates				
Scientist III	1.0	hour	\$205.00	\$205.00
Scientist	3.0	hours	\$125.00	\$375.00
Task Subtotal				\$580.00
Project Total				\$24,628.00

Engineering Services for SH66/CR7 Pedestrian Underpass

PROJECT TEAM, AVAILABILITY, AND DBE PARTICIPATION

Otak's lifeblood for more than 20 years has been the successful design of grade separated crossing projects. Otak has 40 local staff and more than 330 additional resources in our Pacific Northwest offices. From signature trails, underpasses, and pedestrian bridges along the St. Vrain Greenway to multiple acclaimed underpasses and pedestrian bridges and trails in the City of Boulder and Boulder County, Otak has the experience to deliver a unique, gateway-like, multimodal user-experience-driven grade separated project for the Town. Our ability to deliver timely, cost-effective, high-quality on-call engineering services stems from our hard-working team members. Otak's Colorado staff (led by Dan Beltzer and Scott Belonger) has practiced the art of planning, designing, and overseeing the

construction of aesthetically pleasing, context sensitive grade separated crossings (including more than 40 underpasses and 50 pedestrian bridges) and trail/trail connection projects throughout the Rocky Mountain West. Our experience is briefly outlined under our key staff below. Detailed descriptions of our projects are available upon request.

For this project your Project Manager will be Dan Beltzer. He will be assisted by Jim Quigley for structural, Kevin Dooley, Iwona Dumin, and Michael Cunningham for roadway and trail design. Our team of subconsultants below will assist the design effort. Full length resumes are available upon request. Availability of key team members is outlined below.

Name/Title	Experience/Education/Certifications	Select Project Experience	Availability
Dan Beltzer, PE <i>Project Manager</i>	25 years BS Civil Engineering, <i>University of Cincinnati</i> Professional Engineer: <i>CO</i>	- Power Trail and Harmony Road Grade-Separated Crossing; Fort Collins, CO - SH119 Underpass at Hover Road; Longmont, CO	40%
Kevin Dooley, PE, ENV SP <i>Task Order Manager Roadway/Transportation Engineer</i>	15 years BS Civil Engineering, <i>University of North Florida</i> Professional Engineer: <i>CO, FL, Envision Sustainability Professional</i>	30th and Colorado Bicycle and Pedestrian Underpass; Boulder, CO - Chatauqua Pedestrian Improvements; Boulder, CO	40%
Iwona Dumin, PE <i>Project Engineer</i>	15 years MS Environmental Engineering, <i>Silesian University of Technology, Poland</i> Professional Engineer: <i>CO</i>	- Laporte Avenue Road and Bridge Improvements; Fort Collins, CO - Power Trail and Harmony Road Grade-Separated Crossing; Fort Collins, CO	60%
Jim Quigley, PE <i>Senior Bridge Engineer, Assistant Project Manager</i>	13 years MSE Civil Engineering, BCE Civil Engineering, <i>University of Delaware – Newark, DE</i> Professional Engineer: <i>CO, DE, MD, NJ, NY, PA</i>	- Laporte Avenue Road and Bridge Improvements; Fort Collins, CO - Heritage LID, US 6 and Heritage Road Interchange; Golden, CO	80%
Michael Cunningham, EI <i>Engineering Designer</i>	5 years MS Structural Engineering, BS Civil Engineering, <i>University of Tennessee</i> <i>Engineering Intern</i>	- Little Thompson River Trail; Johnstown, CO - US 36 Bikeway Extension—Superior to Broomfield; Superior, CO	80%
Ann Nguyen, PLA, LEED GREEN <i>ASSOCIATE, SITES AP, SEED Landscape Architect</i>	11 years BLA Landscape Architecture, <i>University of Georgia</i> Professional Landscape Architect, <i>CO</i> ; <i>LEED Green Associate</i> ; <i>Social Economic Environmental Design, SITES AP</i>	- Beckers Lane Bridge Replacement; Manitou Springs, CO 30th Street Separated Bicycle Lanes; Boulder, CO	60%

Subconsultants/DBE

We have compiled a talented pool of subconsultants to provide the full scope of services. Several of our subconsultants are DBE certified, and we will exceed the 15% DBE goal on this project as shown on the Affidavit of Small Business Participation included in this proposal.

**DBE firm*

Firm	Discipline	Lead Personnel
Y2K*	Traffic Planning/Engineering	Rae Stephani, PE, PTOE, RSP
PINYON ENVIRONMENTAL*	Environmental	Rachel Tometich
GOODBEE AND ASSOCIATES*	Subsurface Utility Engineering	Deb Snyder, PE, LEED AP
CTL THOMPSON	Geotechnical Engineering	Spencer Schram, PE
KING SURVEYORS	Surveying	Paul Groves, PLS
WESTERN STATES LAND SERVICES	Right-of-Way Acquisition	John Doty
CLANTON AND ASSOCIATES*	Lighting Design	David Roederer, LEED AP
CHICKENANGO*	Public Outreach	Jennifer McPherson

PROJECT APPROACH AND SCHEDULE

The Town of Mead is growing and recognizes that successful growth accommodates pedestrian as well as vehicular traffic. The purpose of this project is to provide a safe, efficient, and contextually appropriate grade separated crossing of SH66, along with trails to tie into the existing

(and growing) pedestrian infrastructure. Our project approach will be to evaluate the merits of underpass and overpass alternatives to determine which crossing type and alignment best serves Mead's current and future needs, and then advance the preferred alternative through the

bid phase. This will start with the development of an Alternatives Matrix that evaluates the alternatives with respect to public experience, safety, efficiency, compatibility with adjacent and future amenities, temporary construction impacts, maintenance needs, and construction cost. We recognize that every project is unique, and as much, we will partner with Mead to ensure the community's needs are understood and best accommodated. Our detailed Scope of Work to meet the goals of this project is as follows. **In addition, our proposed schedule is annotated in each of the tasks in the Scope of Work.**

PROPOSED SCOPE OF WORK

1. Project Kickoff and Information Gathering

A) KICK-OFF (JAN 2023)

- i) **Meeting & Charrette 1:** The Otak Team, Town of Mead (Mead), CDOT, and other stakeholders will attend a two-hour-long kick-off meeting. The meeting will review scope, address communication, budgets, milestones, and overall design objectives. Otak will develop the meeting agenda, facilitate the meeting, document minutes, and distribute to all attendees.
- ii) **Site Walkthrough:** The Otak Team, Town of Mead, CDOT, and other stakeholders, will visit the site to observe and document constraints and opportunities to be considered during the design. This will be held immediately after the Project Kick-off Meeting.

B) INFORMATION GATHERING (JAN – FEB '23)

- i) **General:** Otak and King will obtain all existing utility, drainage, right-of-way, and planning information from Mead and CDOT.
- ii) **Geotechnical:** CTL will perform two structural borings at the proposed crossing location and shallow borings along the proposed trail alignment. A report will be prepared that summarizes the subsurface exploration, soluble sulfate testing results for concrete mix design, and provides recommendations for trail sub-base section, crossing and wingwall foundation type(s), depths, and allowable bearing pressures, lateral earth pressures and site grading (considering suitability of reusing on-site soils for structural fill and compaction criteria).
- iii) **Topographic Survey & Right-of-Way:** King will perform a topographic survey along the proposed trail and crossing alignment.
 - **Establish Horizontal & Vertical Control:** Horizontal and vertical coordinates and datum will be established consistent with Mead and CDOT coordinate system and datum. A horizontal control network will be established using existing HARN or Mead FIMS horizontal and vertical control monuments.
 - **Corridor Ownership & Encumbrances:** King will obtain ownership from Mead Assessor, GIS records, and title searches.

- **Collect & Compile Field Data:** A digital terrain model (DTM) will be developed from the field data from which one-foot contours will be created. The one-foot contour mapping will meet or exceed CDOT accuracy requirements.
- **Prepare Design Base Map:** An AutoCAD file containing all visible planimetric features and underground features provided by Goodbee within the project boundary will be developed.
- **Survey Control Plan:** King will prepare a Survey Control Plan.

iv) **Subsurface Utility Engineering (SUE):** Goodbee will perform Subsurface Utility Engineering at the proposed crossing location. We assume SUE will not be required along the trail.

- **Utility Data Collection (Quality Level D):** Submit 811 SUE notification to compile existing records from utility companies.
- **Utility Designating (Quality Level B):** Complete geophysical investigations to designate the horizontal location of underground utilities. Prepare CAD for use in SUE Plan Set and as background files.

v) **Environmental:** We anticipate this project will qualify for Categorical Exclusion, and Pinyon will perform the required NEPA services. Pinyon will coordinate a scoping meeting with CDOT to confirm which environmental resources will be evaluated and which entity (Pinyon or CDOT) will complete the associated tasks.

- **Hazardous Materials Assessment (CDOT 881 Form):** to identify the presence or likely presence of hazardous materials. This task includes a site visit.
- **Biological Resources Report:** to identify wetlands, threatened and endangered species, migratory birds, and noxious weeds. Includes a site visit.
- **Cultural Resources Assessment:** to identify the presence of potential historic and archaeological resources in the project area. This includes a site visit, obtaining the Office of Archaeology and Historic Preservation database, and drafting the 106 Consultation Package for CDOT to submit to the State Historic Preservation Office.

Trail projects are exempt from air quality and noise analyses; it is assumed that CDOT will clear those internally as well as archaeology, paleontology, Section 4(f)/non-historic resources, and Section 6(f) resources.

vi) **Lighting:** Clanton will determine power sources by reviewing sight photos and talking to the responsible power provider.

vii) **Public Involvement:** Chickenango will create a public information plan and project stakeholders and project team key contact list. Chickenango and Mead staff will also hold one-on-one meetings with property owners adjacent to the trail and crossing or otherwise directly affected by the project. Gaining cooperation from Frederiksen Farms will be key to the success of this project.

viii) Urban Design: The proposed crossing should provide an aesthetic appeal that fits both the current setting and aligns with the future vision of this corridor. Otak will document historical context and architectural features at and around the project location, and coordinate with Mead to better understand the future vision.

C) INTERIM CHECK-IN MEETING (FEB '23) Otak will conduct a virtual interim meeting to check in with Mead, report the status of various design team activities, any encountered opportunities/constraints, and solicit feedback.

2. 30% Design

A) ALTERNATIVE STUDY (FEB – MAR '23)

i) Alignment Study: Otak will develop and evaluate conceptual crossing alignments that provide a safe, efficient, and user-friendly grade separated crossing experience. The future geometry of both SH66 and CR7 will be incorporated into the study.

ii) Phasing Study: Otak and Y2K will develop and evaluate potential construction phasing options. The proposed crossing will be immediately adjacent to a busy intersection and irrigation features. Careful construction phasing will be critical to ensure disruption to traffic is minimized and safely handled. It may be beneficial to temporarily reconfigure the intersection, and modifications to the traffic signals are anticipated during construction. This study may also impact the crossing location and alignment.

iii) Structure Selection Report: Otak will prepare a CDOT compliant report that encompasses the various project considerations to determine a recommended crossing structure type and vertical and horizontal alignment. Considerations include the aforementioned alignment and phasing studies, utilities, environmental considerations, geotechnical and groundwater information, drainage, right-of-way, and adjacent site features. Otak will prepare a matrix evaluation of the various alternatives, also considering cost and construction duration.

iv) Aesthetics: Otak will compile photographs of other crossings that incorporate aesthetics appropriate to the desired urban design characteristics of this site for Mead's consideration.

v) Trails: Otak will develop a conceptual trail alignment and typical sections. The future CR7 section will be incorporated into the alignment, as well as connections to future developments. The trail will tie into the existing trail at the north end of the Mead Place, and Branding Iron Way at the south end.

vi) Landscape & Irrigation: We assume the impacted areas will be reseeded with native seeding, and as such, landscaping and irrigation plans will not be required. Should these elements be desired, however, Otak has the personnel to perform the design and prepare the associated plans.

vii) Right-of-Way: Otak will delineate necessary right-of-way easements/acquisitions for the proposed trail and crossing construction for King to develop right-of-way plans.

viii) Lighting: Clanton will develop crossing lighting concepts to improve safety while maintaining dark skies and minimizing light trespass onto adjoining properties. Clanton will also provide electric connection(s) to the crossing drainage structure(s). Based on the built trail to the north, we assume the trails will not include lighting. Similarly, although there is a rapid flashing beacon for an at-grade trail crossing, it does not appear any new at-grade crossings will be required for this project.

ix) Cost Opinion: Otak will develop Construction Cost Opinions using CDOT item numbers with unit costs from CDOT data and recent similar projects.

B) ALTERNATIVE REVIEW CHARRETTE (APRIL '23)

i) Charrette 2: Otak, Y2K, and Chickenango will attend a two-hour-long review meeting/charrette with Mead, CDOT, and other stakeholders to evaluate alternatives and select a preferred alternative to present at the Public Meeting. The team will review the options presented and collectively decide on revisions to be made to present at Public Meeting 1.

C) PUBLIC MEETING 1 (APRIL '23)

i) Revisions: Otak and Chickenango will make design revisions recommended in the Alternative Review Charrette and produce quality public meeting graphics. We are assuming that revisions will be relatively minor, not requiring a full rework of existing designs. Graphics will include up to 24"x36" boards that present Opportunities and Constraints, aesthetic options, and proposed site plans. Additionally, an informational flier with QR code for comments and response tracking will be created for the public meeting.

ii) Meeting: Otak, Y2K, and Chickenango will facilitate a public meeting in Mead. In coordination with Otak and Mead, Chickenango will prepare a PowerPoint presentation to present alternatives. The purpose of the meeting is to present the preferred crossing and trail layout, temporary impacts to traffic and aesthetic options, and obtain feedback. Otak will take notes, summarize comments, and distribute minutes. Mead will arrange for the meeting space and publish all meeting notices.

D) PREFERRED ALTERNATIVE SELECTION (APRIL '23)

i) Meeting: Otak, Y2K, Chickenango, and Mead will attend a meeting to select a Preferred Alternative, at least partially based on comments received at the Public Meeting.

3. FIR (60%) Design

A) TRAIL & CROSSING DESIGN (MAY – JUN '23)

Otak will advance the trail, crossing, and phasing plans to 60% completion. Although we will investigate if the crossing can be

gravity drained, it appears it will be necessary to pump the crossing drainage, and we will prepare plans accordingly. Aesthetic elements will be incorporated into the crossing and/or approach walls. A construction cost estimate will also be prepared.

B) SUE (MAY – JUN '23) Utility Test Holes (Quality Level A) – In coordination with Otak, Goodbee will complete up to 20 test holes for utilities identified in conflict or proximity to proposed crossing. Update existing utility CAD file with test hole survey data. Finalize stamped SUE Plan Set including test hole tables.

C) UTILITY COORDINATION (MAY – JUN '23) Otak will coordinate with various affected utility owners to determine relocation requirements. There does not appear to be any existing water or sewer lines in the vicinity of the crossing.

D) TRAFFIC ENGINEERING (MAY – JUN '23) Y2K will perform traffic analysis to provide recommended modifications to the traffic signals during construction.

E) RIGHT-OF-WAY (MAY – JUN '23) Otak will finalize linework for use by King, who will prepare right-of-way plans and legal exhibits to 90% completion.

F) INTERIM CHECK-IN MEETING (MAY '23) Virtual meeting with Otak, Team members as applicable and Mead.

G) 60% DESIGN REVIEW (JUN '23)

i) Meeting: Otak and CDOT will attend a design review meeting in Mead. Otak will prepare the agenda and facilitate the meeting.

ii) Site Visit: Otak, Mead, & CDOT.

H) PUBLIC MEETING 2 (JUL '23)

i) Meeting: Otak and Chickenango will facilitate a public meeting to present the trail and crossing overall plan, aesthetics, maintenance of traffic, and construction timelines. Chickenango will provide up to 3, 24"x36" boards with the trail and crossing design and will provide an informational flier that can be handed out and provide additional information and FAQ from the comment and responses. We will answer technical questions and obtain additional feedback. This meeting is intended to be informative, although minor plan revisions may be incorporated.

4. FOR (90%) Design

A) TRAIL & CROSSING (JUL – NOV '23) Otak will progress the Construction Drawings, update the Construction Cost Opinion, and develop a Construction Specifications package in CDOT format. We assume that Otak will be responsible for CDOT Standard and Project Special Provisions and Mead will assemble the remainder of the Bid Proposal.

B) UTILITIES (JUL – NOV '23) Utility Agreements for all impacted utilities will be developed and requirements incorporated into the Project Specifications.

C) TRAFFIC ENGINEERING (JUL – NOV '23) Y2K will develop plans &/or specifications for temporary traffic signal modifications.

D) RIGHT-OF-WAY (JUL – NOV '23) King will finalize ROW plans and legal exhibits for CDOT approval. ROW approval will be finalized independent of FOR plans.

E) ACQUISITION (NOV '23 – MAR '24) Pending CDOT approval of ROW plans, Western States will commence right-of-way acquisition in conformance with the Uniform Act.

F) INTERIM CHECK-IN MEETINGS (JUL – NOV '23) Four (4) virtual meetings with Otak, Team members as applicable and Mead.

G) FOR (90%) DESIGN REVIEW (DEC '23)

i) Meeting: Otak, Mead, & CDOT.

H) 100% DESIGN (JAN – FEB '24) Otak will address FOR comments and finalize construction documents.

i) Utility Clearances: Otak

ii) ROW Clearance: Otak, King, & Western States

iii) Environmental Clearance: Otak, Pinyon

I) 100% DESIGN REVIEW (FEB '24) Otak will submit an FOR-Concurrence construction documents for final approval by Mead and CDOT.

J) BID SET (MAR '24) Otak will incorporate any final revisions and issue Bid Set documents.

5. Bid Assistance (Mar – May '24)

A) PRE-BID MEETING Otak will attend the Pre-Bid meeting. The meeting will be facilitated by Mead and we will make a project presentation to perspective bidders.

B) ADDENDA Otak will answer questions and issue Addenda during the bid.

C) CONTRACTOR SELECTION Mead will tabulate bid results. Otak will review the bid results and assist in selecting a contractor.

D) ISSUED FOR CONSTRUCTION DOCUMENTS Otak will incorporate any revisions incurred during the bid phase and issue stamped plans and specifications.

6. Construction Engineering

Not included. Otak can perform the overall Construction Management and/or provide engineering Construction Assistance. At the request of Mead, we will prepare a proposal accordingly.

ADDENDUM ACKNOWLEDGMENT

We acknowledge receipt of Addenda No. 1 and 2.

Colorado Department of Transportation
AFFIDAVIT OF SMALL BUSINESS PARTICIPATION

Project Description	Engineering Services for SH66/CR7 Pedestrian Underpass TAP M870-006 (23383)	Contract NTE \$529,048.00	DBE Contract Goal %	15 %
---------------------	---	---------------------------	---------------------	------

SECTION 1. CONSULTANT INFORMATION

Prime Consultant	Otak, Inc.	Consultant is an ESB	☐
Compliance Contact Name	Christine M. Bisio	Consultant is a DBE	☐
Email	Address	Phone	
chris.bisio@otak.com	371 Centennial Parkway, Suite 210 Louisville, CO 80027	720-758-7753	B2GNow Vendor #

SECTION 2. DBE PARTICIPATION PLAN

Fill in All Lines:

- * The consultant is committing to 2 # of DBE firm(s) not teamed with in the past 2 years (as of ad date of RFP, firms with unsuccessful bids allowed, each firm must be listed in this section).
- * The consultant is committing to approximately \$159,248.00 of DBE participation based on NTE \$.
- * The consultant is committing to approximately 30 % DBE goal based on the NTE \$.

The Prime Consultant shall submit a Professional Services Commercially Useful Function Questionnaire for every DBE on this contract that provides work or provides supplies whose participation counts toward the DBE contract goal for this contract.

All DBE firms (Subconsultants, Supplier/Vendors, Prime if self performing)	Work Descriptor (i.e. survey, testing)	NEW DBE Teaming Partner?	ONLY for <i>Project/Program Specific</i> RFP/SOIs Approximate % of Participation
Y2K Engineering, LLC ☐ Vendor	Traffic Engineering	☒ Yes ☐ No	4%
Pinyon Environmental, Inc. ☐ Vendor	Environmental Eng.	☐ Yes ☒ No	4%
Goodbee and Associates, Inc. ☐ Vendor	SUE	☐ Yes ☒ No	12%
Clanton & Associates, Inc. ☐ Vendor	Lighting Design	☐ Yes ☒ No	4%
Chickenango Marketing Solutions ☐ Vendor	Public Outreach	☒ Yes ☐ No	6%
☐ Vendor		☐ Yes ☐ No	
☐ Vendor		☐ Yes ☐ No	
☐ Vendor		☐ Yes ☐ No	
☐ Vendor		☐ Yes ☐ No	
☐ Vendor		☐ Yes ☐ No	
☐ Vendor		☐ Yes ☐ No	

If more DBE subs/suppliers vendors, add additional sheet

Colorado Department of Transportation

AFFIDAVIT OF SMALL BUSINESS PARTICIPATION

SECTION 3. ESB PARTICIPATION PLAN

Fill in All Lines:

- * The consultant is committing to 2 # of ESB firm(s) not teamed with in the past 2 years
(as of ad date of RFP, firms with unsuccessful bids allowed, each firm must be listed in this section).
- * The consultant is committing to approximately \$ 159,248.00 of ESB participation on this RFP/SOI.
- * The consultant is committing to approximately 30 % ESB goal based on the NTE \$.

All ESB firms (Subconsultants, Suppliers/Vendors, Prime if self performing) and Level		Work Areas (i.e. survey, testing)	New ESB Teaming Partner?	ONLY for <i>Project/Program Specific</i> RFP/SOIs Approximate % of Participation
Y2K Engineering, LLC	☐ Vendor	Traffic Engineering	☒ Yes ☐ No	4%
Pinyon Environmental, Inc.	☐ Vendor	Environmental Eng.	☐ Yes ☒ No	4%
Goodbee and Associates, Inc.	☐ Vendor	SUE	☐ Yes ☒ No	12%
Clanton & Associates, Inc.	☐ Vendor	Lighting Design	☐ Yes ☒ No	4%
Chickenango Marketing Solutions	☐ Vendor	Public Outreach	☒ Yes ☐ No	6%
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	

If more ESB subs/suppliers/vendors, add additional sheet

SECTION 4. DECLARATION OF AFFIDAVIT

By signing below the Consultant affirms the statements made in this document are true and complete:

The Consultant shall make good faith efforts to meet the contract goal for each task order under the overall contract. The Consultant understands that making good faith efforts to achieve the contract goal is a condition of contract award. The Consultant understands that promised participation is a binding obligation of the contract if awarded. The Consultant attests that the information above is true and understands that a fraudulent misrepresentation or failure to make good faith efforts to meet the contract commitments or promised participation may result in the withholding of progress payments, reduction of prequalification status, referral of the matter to the Office of Inspector General of the USDOT and/or other contractual remedies.

I, Christine M. Bisio, Colorado Region Manager of Otak, Inc.
(Owner or Executive Officer Name AND Title) (Consultant Company Name)

Digitally signed by Christine Bisio
Date: 2022.11.22 14:23:25-07'00' 11/22/22
(Tracked Signature Accepted) (Date)

Attached with proposal (RFP) and small business plan (for scoring)

Jul-22



Agenda Item Summary

MEETING DATE: January 30, 2023

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

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

SUMMARY

The Town desires to extend the term of the current service agreements with the following contractors for calendar year 2023 to provide general public works related services:

- Denali Water Solutions, LLC
- Ramey Environmental Compliance, Inc.

These contractors are currently under contract with the Town and have been performing these services satisfactorily to date. They are familiar with Town standards and processes and have historical knowledge and understanding of the Town's facilities and operations. These contracts expire December 31, 2022.

Resolution No. 09-R-2023 (a) approves an extension of the term of each of the prior Agreements to December 31, 2023; (b) approves NTE compensation amounts as set forth in the table below; and (c) authorizes the Mayor or Town Manager to execute written amendments or extensions to the Prior Agreements reflecting the extension of the term and adjusted compensation amounts for calendar year 2023 following the review and approval of such written amendments or extensions by the Town Attorney.

FINANCIAL CONSIDERATIONS

The NTE amounts for the 2023 extensions are set forth in the table below. These amounts are included in the adopted 2023 budget:

Contractor	Services	NTE Compensation for 2023
Denali Water Solutions, LLC	Biosolids loading, hauling, and disposal services	\$65,000.00

Ramey Environmental Compliance, Inc.	Sewer maintenance contract, including testing and repairs	\$136,368.00
--------------------------------------	---	--------------

STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the January 30, 2023 consent agenda will approve this item. If the resolution is removed from the consent agenda, the suggested motion is:

Suggested Motion:

“I move to adopt Resolution No. 09-R-2023, A Resolution of the Town of Mead, Colorado, Approving Extensions of Certain Public Works-Related Professional Service Agreements (Denali Water Solutions LLC and Ramey Environmental Compliance, Inc.) for Calendar Year 2023.”

ATTACHMENTS

Resolution No. 09-R-2023

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 09-R-2023**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING EXTENSIONS
OF CERTAIN PUBLIC WORKS-RELATED PROFESSIONAL SERVICE AGREEMENTS
(DENALI WATER SOLUTIONS LLC AND RAMEY ENVIRONMENTAL COMPLIANCE,
INC.) FOR CALENDAR YEAR 2023**

WHEREAS, the Town of Mead (“Town”) is authorized to enter into contracts for the performance of general municipal governance and services; and

WHEREAS, the Town previously entered into the following professional service agreements for engineering-related services:

- Agreement for Professional Services with Denali Water Solutions LLC effective as of January 1, 2021 (biosolids loading, hauling, and disposal services)
- Agreement for Professional Services with Ramey Environmental Compliance, Inc. effective as of November 1, 2021 (wastewater treatment facilities services)

(together, the “Prior Agreements”); and

WHEREAS, based on the satisfactory performance of the respective contractors and the ongoing need for the services they provide, the Town desires to extend the term of each of the Prior Agreements through December 31, 2023 for the specific not-to-exceed (“NTE”) compensation amounts set forth below in Section 1 of this Resolution.

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

Section 1. The Board of Trustees hereby: (a) approves an extension of the term of each of the Prior Agreements to December 31, 2023; (b) approves NTE compensation amounts as set forth in the table below; and (c) authorizes the Mayor or Town Manager to execute written amendments or extensions to the Prior Agreements reflecting the extension of the term and/or adjusted compensation amounts for calendar year 2023 following the review and approval of such written amendments or extensions by the Town Attorney.

Vendor	Services	NTE Compensation for 2023
Denali Water Solutions LLC	Biosolids loading, hauling, and disposal services	\$65,000.00
Ramey Environmental Compliance, Inc.	Sewer maintenance contract, including testing and repairs	\$136,368.00

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 30TH DAY OF JANUARY 2023.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

**TOWN OF MEAD
AGREEMENT FOR PROFESSIONAL SERVICES
2023 EXTENSION**

Project/Services Name: **Biosolids loading, hauling and disposal services**

THIS AGREEMENT FOR PROFESSIONAL SERVICES 2023 EXTENSION (“2023 Extension”) amends that certain Agreement for Professional Services entered into by and between **Denali Water Solutions LLC**, a Delaware limited liability company with a principal office street address of 3308 Bernice Ave, Russellville, Arkansas 72802 (the “Contractor”) and the **TOWN OF MEAD**, a municipal corporation of the State of Colorado (the “Town”), collectively referred to herein as the “Parties.”

RECITALS AND REPRESENTATIONS

WHEREAS, the Parties entered into an Agreement for Professional Services effective as of January 1, 2021, which was amended by that certain First Amendment to Agreement and that certain Agreement for Professional Services 2022 Extension (together, the “Agreement”), for the Contractor to provide certain biosolids loading, hauling and disposal services to the Town; and

WHEREAS, Section II.A of the Agreement contemplates that the term of the Agreement may be extended by written agreement of the Parties for up to two additional one-year terms following the current termination date of December 31, 2022; and

WHEREAS, the Parties desire to extend the Agreement for calendar year 2023, such that the term of the Agreement expires on December 31, 2023; and

WHEREAS, the Parties further desire to set forth the Contractor’s fees and the annual not-to-exceed amount for calendar year 2023 in this 2023 Extension.

NOW, THEREFORE, the Parties agree as follows:

1.0 2023 EXTENSION. The Agreement is hereby extended for calendar year 2023, which constitutes the first of the two permitted one-year extensions under the Agreement. The 2023 extension shall commence on January 1, 2023 and terminate on December 31, 2023.

2.0 2023 FEES AND INSURANCE CERTIFICATES. For 2023, fees shall be the same as set forth in Attachment 1 attached hereto. Attachment 1 shall supersede and replace **Exhibit B** of the Agreement. Contractor agrees to provide the Town Representative with updated certificates of insurance (as required by Section VII of the Agreement) prior to providing any services to the Town in calendar year 2023.

3.0 2023 NOT TO EXCEED AMOUNT. Compensation to be paid by the Town to Contractor under this 2023 Extension shall not exceed Sixty-Five Thousand Dollars and No Cents (\$65,000.00).

4.0 NO FURTHER AMENDMENTS. Except as amended herein, no other terms or conditions of the Agreement are amended by this 2023 Extension.

5.0 EFFECTIVE DATE. This 2023 Extension shall be effective as of the date of mutual execution by the Parties.

TOWN OF MEAD, COLORADO

By: _____
Colleen G. Whitlow, Mayor

Date of execution: _____

ATTEST:

REVIEWED BY (*Excluding Exhibits*):

Mary E. Strutt, MMC, Town Clerk

Marcus McAskin, Town Attorney

CONTRACTOR:

Denali Water Solutions LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date of execution: _____

Attachment 1

Contractor Compensation
Denali 2023 Rate Schedule

Pricing for calendar year 2023 is \$0.070 per gallon to load, haul and land-apply liquid biosolids for the Town of Mead.

Contractor's fuel adjustment is indexed on a diesel fuel price of \$4.86 per gallon and is based upon the U.S. Department of Energy's Weekly Retail On-Highway Diesel Prices for the Rocky Mountain region (at <https://www.eia.gov/petroleum/gasdiesel/>) . Any deviance from this stated price of diesel fuel will be determined by the U.S. Department of Energy – Energy Information Administration Weekly Retail On-Highway Diesel Prices for the Rocky Mountain region. For purposes of price adjustment, the diesel fuel price shall be rounded to the nearest tenth of a dollar.

The formula used to calculate fuel costs is:

$$(\text{fuel price increase} / \$4.86 = \text{percent of fuel increase}) \times (30\% \text{ of current per unit fee}) = \text{price of surcharge}$$

Contractor understands and agrees that service rates beyond 2023 shall be negotiated yearly and shall not exceed the Denver-Boulder Greeley CPI.



SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Second Amendment is entered into this 29th day of December, 2022, becoming effective January 1, 2023, by and between the **Town of Mead** (“Town”) and **Denali Water Solutions LLC** (“Contractor”).

Whereas, Town and Contractor entered into an Agreement for Professional Services dated January 1, 2021 (“Agreement”); and

Whereas, Town and Contractor amended the Agreement on April 15, 2021.

Whereas, Town and Contractor desire to continue and amend the Agreement.

Now, therefore, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. The effective term of the Agreement is hereby amended to remain in full force and effect until December 31, 2023.
2. The Agreement will be automatically renewed annually. Either party may elect to terminate the agreement with 60-days’ notice of cancelation prior to the annual renewal.
3. The % change in the CPI for the Denver-Boulder area, as calculated from the attached data provided by the U.S. Department of Labor, is up 6.42% in the past year. As such, Exhibit B of the Agreement is amended to the following Rate Schedule:

	Current Pricing	Calendar Year 2023
Liquid biosolids:	\$0.066 per Gallon	\$0.070 per Gallon

4. Denali’s fuel adjustment is indexed on a diesel fuel price of \$4.86 per gallon and is based upon the U.S. Department of Energy’s Weekly Retail On-Highway Diesel Prices for the Rocky Mountain region (at <https://www.eia.gov/petroleum/gasdiesel/>) . Any deviance from this stated price of diesel fuel will be determined by the U.S. Department of Energy – Energy Information Administration Weekly Retail On-Highway Diesel Prices for the Rocky Mountain region. For purposes of price adjustment, the diesel fuel price shall be rounded to the nearest tenth of a dollar. The formula used to calculate fuel costs is:

(fuel price increase / \$4.86 = percent of fuel increase) X (30% of current per unit fee) = price of surcharge:



Signed by the parties on the date written above.

Town of Mead

By: _____

Title: _____

ATTEST: _____

Title: _____

Denali Water Soultions LLC

By: _____
Jay Holmes, General Manager

ATTEST: _____
Mike Scharp, VP of Sales & Environmental Services

**TOWN OF MEAD
AGREEMENT FOR PROFESSIONAL SERVICES
2023 EXTENSION**

Project/Services Name: **Wastewater treatment facilities services**

THIS AGREEMENT FOR PROFESSIONAL SERVICES 2023 EXTENSION (“2023 Extension”) amends that certain Agreement for Professional Services entered into by and between **Ramey Environmental Compliance, Inc.**, a Colorado corporation with a principal office street address of 5959 Iris Parkway Suite A, Frederick, CO 80504 (the “Contractor”) and the **Town of Mead**, a municipal corporation of the State of Colorado (the “Town”), collectively referred to herein as the “Parties.”

RECITALS AND REPRESENTATIONS

WHEREAS, the Parties entered into an Agreement for Professional Services effective as of November 1, 2021 (the “Agreement”) for the Contractor to provide certain wastewater treatment facilities services to the Town; and

WHEREAS, Section II.A of the Agreement contemplates that the term of the Agreement may be extended by written agreement of the Parties for up to one additional one-year term following the current termination date of December 31, 2022; and

WHEREAS, the Parties desire to extend the Agreement for calendar year 2023, such that the term of the Agreement expires on December 31, 2023; and

WHEREAS, the Parties further desire to set forth the Contractor’s fees and the annual not-to-exceed amount for calendar year 2023 in this 2023 Extension.

NOW, THEREFORE, the Parties agree as follows:

1.0 2023 EXTENSION. The Agreement is hereby extended for calendar year 2023. The 2023 extension shall commence on January 1, 2023 and terminate on December 31, 2023.

2.0 2023 FEES AND INSURANCE CERTIFICATES. For 2023, fees shall be the same as set forth in Attachment 1 attached hereto. Attachment 1 shall supersede and replace **Exhibit B** of the Agreement. Contractor agrees to provide the Town Representative with updated certificates of insurance (as required by Section VII of the Agreement) prior to providing any services to the Town in calendar year 2023.

3.0 2023 NOT-TO-EXCEED AMOUNT. Compensation to be paid by the Town to Contractor under this 2023 Extension shall not exceed One Hundred Thirty-Six Thousand Three Hundred Sixty-Eight Dollars and No Cents (\$136,368.00).

4.0 NO FURTHER AMENDMENTS. Except as amended herein, no other terms or conditions of the Agreement are amended by this 2023 Extension.

5.0 EFFECTIVE DATE. This 2023 Extension shall be effective as of the date of mutual execution by the Parties.

TOWN OF MEAD, COLORADO

By: _____
Colleen G. Whitlow, Mayor

Date of execution: _____

ATTEST:

REVIEWED BY (*Excluding Exhibits*):

Mary E. Strutt, MMC, Town Clerk

Town Attorney's Office

CONTRACTOR:

Ramey Environmental Compliance, Inc., a Colorado corporation

By: _____

Name: _____

Title: _____

Date of execution: _____

Attachment 1

Contractor Compensation
Ramey 2023 Rate Schedule

The Town shall pay the Contractor based on the following rates and payment methodology during calendar year 2023, subject to the Not-to-Exceed Amount set forth in the 2023 Extension:

Monthly fixed payment price: \$4,901.09

Raterink Lift Station (monthly fixed payment): \$735.00

Total annual amount of monthly fixed payments (2023): \$67,633.08

6% Vehicle Surcharge: \$306.67 per month

Rates for employees who will be performing services:

- Facility Operator: \$ 84.00 per hour
- Lead Operator: \$ 97.00 per hour
- Management Services/Industrial: \$126.00 per hour
- Consulting: \$169.00 per hour

If equipment requires repair or replacement, the Equipment Services Division will provide a quote for that service for Town approval prior to completing the work.

EXHIBIT B
COMPENSATION

The Town shall pay the Contractor based on the following rates and payment methodology, subject to the Not-to-Exceed Amount set forth in Section IV of the Agreement for Professional Services:

Monthly fixed payment price: \$4,901.09

Raterink Lift Station: \$735.00

Total amount of monthly fixed payments (2023): \$67,633.08

6% Vehicle Surcharge: \$306.67 per month

Rates for employees who will be performing services:

- Facility Operator: \$ 84.00 per hour
- Lead Operator: \$ 97.00 per hour
- Management Services/Industrial: \$126.00 per hour
- Consulting: \$169.00 per hour

If equipment requires repair or replacement, the Equipment Services Division will provide a quote for that service for Town approval prior to completing the work.



Agenda Item Summary

MEETING DATE: January 30, 2023

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

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

SUMMARY

The Town desires to extend the term of the current Professional Services Agreements with the following engineering firms for calendar year 2023 to continue to provide general engineering services to the Town of Mead:

- JVA, Inc. agreement dated March 18, 2019 (general and on-call engineering related services)
- Felsburg Holt & Ullevig, Inc. agreement dated April 8, 2019 (on-call traffic engineering services)
- Fox Tuttle Transportation Group agreement dated April 8, 2019 (on-call traffic engineering services)
- Michael Baker International, Inc. agreement dated August 5, 2019 (bridge inspection and design services)
- InVision GIS, LLC agreement dated January 8, 2020 (GIS consulting services)

These firms are currently under contract with the Town and have been performing these services satisfactorily to date. They are familiar with Town standards and processes, have historical knowledge and understanding of the Town's facilities and operations, and are equipped with sufficient staff to react to the varying demands of development review, design, engineering analyses/studies, and inspection.

Resolution No. 10-R-2023 (a) approves an extension of the term of each of the Prior Agreements to December 31, 2023; (b) approves not-to-exceed (NTE) compensation amounts as set forth in the table below; and (c) authorizes the Mayor or Town Manager to execute written amendments or extensions to the Prior Agreements reflecting the extension of the term and adjusted compensation amounts for calendar year 2023 following the review and approval of such written amendments or extensions by the Town Attorney.

FINANCIAL CONSIDERATIONS

The NTE amounts for the 2023 extensions are set forth in the table below. These amounts are included in the adopted 2023 budget.

Vendor	Services	NTE Compensation for 2023
JVA, Inc.	General and on-call engineering services	\$100,000.00
Felsburg Holt & Ullevig, Inc.	On-call traffic engineering services	\$30,000.00
Fox Tuttle Transportation Group	On-call traffic engineering services	\$30,000.00
Michael Baker International, Inc.	Bridge inspection and design services	\$30,000.00
InVision GIS, LLC	GIS consulting services	\$20,000.00

STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the January 30, 2023 consent agenda will approve this item. If the resolution is removed from the consent agenda, the suggested motion is:

Suggested motion:

“I move to adopt Resolution No. 10-R-2023, a Resolution of the Town of Mead Approving Extensions of Certain Engineering-Related Professional Service Agreements (JVA, Inc., Felsburg Holt & Ullevig, Inc., Fox Tuttle Transportation Group, Michael Baker International, Inc., and InVision GIS, LLC) for Calendar Year 2023.”

ATTACHMENTS

Resolution 10-R-2023

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 10-R-2023**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO APPROVING EXTENSIONS
OF CERTAIN ENGINEERING-RELATED PROFESSIONAL SERVICE AGREEMENTS
(JVA, INC., FELSBURG HOLT & ULLEVIG, INC., FOX TUTTLE TRANSPORTATION
GROUP, MICHAEL BAKER INTERNATIONAL, INC. AND INVISON GIS, LLC) FOR
CALENDAR YEAR 2023**

WHEREAS, the Town of Mead (“Town”) is authorized to enter into contracts for the performance of general municipal governance and services; and

WHEREAS, the Town previously entered into the following professional service agreements for engineering-related services:

- JVA, Inc. agreement dated March 18, 2019 (general and on-call engineering related services)
- Felsburg Holt & Ullevig, Inc. agreement dated April 8, 2019 (on-call traffic engineering services)
- Fox Tuttle Transportation Group agreement dated April 8, 2019 (on-call traffic engineering services)
- Michael Baker International, Inc. agreement dated August 5, 2019 (bridge inspection and design services), and
- InVision GIS, LLC agreement dated January 8, 2020 (GIS consulting services)

(together, the “Prior Agreements”); and

WHEREAS, based on the satisfactory performance of the respective contractors and the ongoing need for the engineering-related services, the Town desires to extend the term of each of the Prior Agreements through December 31, 2023 for the specific not-to-exceed (“NTE”) compensation amounts set forth below in Section 1 of this Resolution.

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

Section 1. The Board of Trustees hereby: (a) approves an extension of the term of each of the Prior Agreements to December 31, 2023; (b) approves NTE compensation amounts as set forth in the table below; and (c) authorizes the Mayor or Town Manager to execute written amendments or extensions to the Prior Agreements reflecting the extension of the term and/or adjusted compensation amounts for calendar year 2023 following the review and approval of such written amendments or extensions by the Town Attorney.

Vendor	Services	NTE Compensation for 2023
JVA, Inc.	General and on-call engineering services	\$100,000.00
Felsburg Holt & Ullevig, Inc.	On-call traffic engineering services	\$30,000.00
Fox Tuttle Transportation Group	On-call traffic engineering services	\$30,000.00
Michael Baker International, Inc.	Bridge inspection and design services	\$30,000.00
InVision GIS, LLC	GIS consulting services	\$20,000.00

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 30th DAY OF JANUARY, 2023.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor



Agenda Item Summary

MEETING DATE: January 30, 2023
SUBJECT: Sugar Beet Solar PUD (Planned Unit Development) Rezoning
PRESENTED BY: Jason Bradford, AICP, Community Development Director

SUMMARY

The applicant, Sugar Beet Solar, LLC (the “Applicant”), on behalf of the property owners, PK Chavez, LLC and PK Mead, LLC (the “Owners”), is requesting approval of the Sugar Beet Solar Planned Unit Development (PUD) Overlay/Zoning Map (the “PUD”) to amend the zoning for the property generally located on the Town’s western boundary, northwest of the intersection of WCR 5/WCR 34 (Welker Avenue) and adjacent to Mead Ponds, as more fully described in the PUD (the “Property”). The Property is currently zoned Residential Single Family- 4 (RSF-4) and General Commercial (GC).

The Comprehensive Plan Future Land Use Map designates most of the property as low density Large Lot Residential (LLR), with approximately 18 acres at the northwest corner of WCR 5 and WCR 34 as Commercial Mixed Use (CMU). The Comprehensive Plan also supports the development of renewable energy projects through the following goals, policies, and strategies:

Chapter Two. II *Diverse Economy*

- Strategy 2A-1. Develop a marketing strategy to promote Mead’s available commercial and industrial areas to the following industries: traditional (oil and gas) and renewable energy sectors;
- Strategy 2A-2. Update Mead’s Land Use Code for consistency with the County’s streamlined regulations for development of wind, solar and other renewable energies.

Chapter Two. VI *An Expansive Natural and Agrarian Setting*

GOAL 1: Promote the efficient management of water, energy and waste through a cohesive sustainability program that represents the values of the Mead community.

Policy 1-C: Improve energy efficiency and expand the use of renewable energy including solar power.

- Strategy 1C-1. Work with United Power and Xcel Energy to develop and promote programs and codes that encourage energy efficiency and access to renewable energy.
- Strategy 1C-2. Update the Land Use Code to streamline the permitting process for the development of renewable energy projects, similar to Weld County’s recently updated regulations.
- Strategy 1C-3. Work towards the integration of renewable energy components into town projects that are supported with public funds.
- Strategy 1C-5. Develop a working partnership with the High School’s Energy Academy and utility companies to examine programs and initiatives to improve energy efficiency in Mead, and increase the use of renewable energy and investigate opportunities for pilot programs (e.g., micro-grid).

The Applicant is requesting approval of the PUD overlay to permit development of a photovoltaic solar production facility with an estimated life span of 40 years. The project will include PV solar arrays, an underground collection system, a substation, battery energy storage system, a segment of transmission line and other appurtenant equipment. The PUD also includes a community park and trails. The proposed Sugar Beet Solar project would provide 40 MW of solar generation and 25 MW of storage.

OVERVIEW

The Property is comprised of 203-acres that are currently being used for agricultural purposes with one existing residence on the site. The surrounding properties are predominantly rural residential and agricultural with residences. The west property boundary is adjacent to the Longs Peak Substation, owned by the Platte River Power Authority (PRPA). The Maverick Solar Farm, a United Power facility, is located to the south. A high transmission power line is located along the west and northern portions of the Property. Both the Supply Ditch and the Mead Lateral Ditch traverse the Property. Mead Ponds and the Public Works complex are directly adjacent to the Property.

The primary reason for locating the Sugar Beet Solar project at this site is the proximity to the Longs Peak Substation and to the existing high voltage transmission lines that traverse the Property, both of which provide a connection to the regional electric grid.

The PUD has proposed a significant expansion of the Mead Ponds Park and 1.6 miles of internal trails that will connect to a regional trails network, as identified on the 2018 Comprehensive Plan. The trail to the north would connect to Highland Lake and the trail to the south would connect ultimately to the St. Vrain Creek trail and, in cooperation with the City of Longmont, Union Reservoir Park.

BACKGROUND INFORMATION

A neighborhood/community meeting was held by the applicant on Wednesday, November 2, 2022, at the Mead Town Hall. Approximately 30 people attended the open house style meeting that lasted approximately two (2) hours. Citizens had an opportunity to ask questions and have an open dialogue with the applicant.

The Planning Commission opened the public hearing regarding the PUD at a regular Planning Commission meeting on November 16, 2022. At the November 16th meeting, the Planning Commission determined that additional information was needed in order to make a recommendation to the Board of Trustees and continued the meeting to December 14, 2022. The Planning Commission asked for additional information related to the feasibility of developing the Property for the currently zoned uses (residential and commercial). The Commission also asked for an analysis of the financial benefits for the Town related development of the Property for the proposed photovoltaic solar production facility compared to development under the existing zoning (residential and commercial).

The Planning Commission re-opened the public hearing on December 14, 2022. At the December 14th meeting, the Planning Commission considered the additional information provided by Town Staff and the Applicant, including a financial analysis provided by the applicant and the professional credentials of those who prepared that report; an email from a DOLA representative regarding the State of Colorado's policies regarding the taxation of solar properties; a letter from the Property Owner's legal representative, Richard LiPuma; an ALTA survey of the Property demonstrating the location of various easements and other encumbrances on the Property; and an estimate of existing residential lots in the Town of Mead that are available for construction and in the entitlement process, as well as a Staff estimate of the absorption rate for those lots. At the December 14th meeting, the Planning Commission determined that the PUD overly application did not meet the requirements for a rezoning

application and recommended denial of the PUD. The Planning Commission also recommended a six (6) month moratorium on all solar energy production facilities to provide Staff time to research this land use and propose regulations for their use in the Town of Mead to the Board of Trustees.

REVIEW CRITERIA

CRITERIA FOR AMENDMENTS TO THE OFFICIAL ZONING MAP

Zoning amendments may occur when a property owner requests to change the zoning of a property from one designation to another. Per Section 16-3-160 (e) *Criteria for amendments to the official zoning map*, the following criteria are used to review a zoning amendment application, and only one must be satisfied:

1. To correct a manifest error in an ordinance establishing the zoning for a specific property; or
2. To rezone an area or extend the boundary of an existing district because of changed or changing conditions in a particular area or in the Town generally; or
3. The land to be rezoned was zoned in error and as presently zoned is inconsistent with the policies and goals of the Comprehensive Plan; or
4. The proposed rezoning is necessary to provide land for a community-related use that was not anticipated at the time of the adoption of the Comprehensive Plan, and the rezoning will be consistent with the policies and goals of the Comprehensive Plan; or
5. The area requested for rezoning has changed or is changing to such a degree that it is in the public interest to encourage development or redevelopment of the area; or
6. A rezoning to Planned Unit Development overlay district is requested to encourage innovative and creative design and to promote a mix of land uses in the development.

REQUIREMENTS FOR ESTABLISHMENT OF A PLANNED UNIT DEVELOPMENT OVERLAY

The planned unit development overlay district is intended to encourage innovative land planning and site design concepts that implement and are consistent with the Town of Mead Comprehensive Plan. Per Section 16-3-30 (a) (4) a. *PUD (Planned Unit Development)*, the following are requirements of a PUD application:

1. Developer's statement of intent. Each concept plan application shall contain a statement by the applicant describing how the proposed development departs from the otherwise applicable standards of this land use code, and how the proposed development and mixed uses, on balance, is an improvement over what would be required under otherwise applicable standards.
2. Review and approval procedures. PUDs shall be reviewed and approved in accordance with the procedures in this code.
3. Use regulations. The Board of Trustees shall determine the types of uses allowed within a PUD at the time of concept plan approval. Only uses that are consistent with the Town of Mead Comprehensive Plan, pursuant to Section 24-67-105, C.R.S., may be allowed within a PUD, and should generally be limited to uses allowed in the underlying zoning district.
4. Development intensity. The total number of dwelling units and level of nonresidential development allowed within a PUD shall comply with the Town of Mead Comprehensive Plan, pursuant to Section 24-67-105, C.R.S., and shall not exceed the level that can be adequately served by public facilities. To provide information on the capacity of streets and other facilities serving a PUD, the Town Manager may require the applicant to conduct a traffic impact study or other infrastructure capacity analysis to provide information on the development's expected impacts on existing and planned facilities.
5. Other standards. Otherwise, applicable standards of this code, may be modified by the Board of Trustees as part of the approval of a PUD if consistent with the Comprehensive Plan and if the development is found to be an improvement over what would be required under otherwise applicable standards.

STAFF REVIEW AND ANALYSIS

Staff's review and analysis is described below:

Per Section 16-3-160 (e) *Criteria for amendments to the official zoning map*, the following criteria are used to review a zoning amendment application:

1. To correct a manifest error in an ordinance establishing the zoning for a specific property:

There are no errors related to the established zoning for this Property. As such, this criterion is not applicable to this application.

2. To rezone an area or extend the boundary of an existing district because of changed or changing conditions in a particular area or in the Town generally:

The area in question is very similar to the conditions that existed at the time of the drafting of the 2018 Mead Comprehensive Plan. With the exception of the construction of the new Public Works building, the area in question is largely unchanged.

3. The land to be rezoned was zoned in error and as presently zoned is inconsistent with the policies and goals of the Comprehensive Plan:

There are no errors related to the established zoning for this Property and the existing zoning designations of Residential Single Family- 4 (RSF-4) and General Commercial (GC) is largely consistent with the 2018 Mead Comprehensive Plan.

The proposed PUD overlay zone would establish a land use that is industrial in nature, which is inconsistent with the Comprehensive Plan designation for this Property. However, the Comprehensive Plan does support the development of renewable energy projects as described in various goals, policies, and strategies.

4. The proposed rezoning is necessary to provide land for a community-related use that was not anticipated at the time of the adoption of the Comprehensive Plan, and the rezoning will be consistent with the policies and goals of the Comprehensive Plan:

The proposed PUD overlay would allow for the establishment of a photovoltaic solar production facility. While the Comprehensive Plan does encourage the development of sustainable energy production, the proposed facility does not provide direct benefits, or a "community-related use" to the Town of Mead or the citizens of Mead.

If the rezoning were to be approved, the Town would be foregoing, for the foreseeable future, the availability of the Property for residential and commercial development and the financial benefits of the building and impact fees associated with those uses, as well as the perimeter and internal infrastructure that would be developed with the underlying zoning districts.

5. The area requested for rezoning has changed or is changing to such a degree that it is in the public interest to encourage development or redevelopment of the area:

The area in question has not changed significantly and is very similar to the conditions that existed at the time of the drafting of the most recent Comprehensive Plan amendment in 2018. With the exception of the construction of the new Public Works building, the area in question remains largely unchanged.

In addition, the Applicant has not provided a compelling case that the proposed PUD development or redevelopment of the Property would serve the public interest. The Applicant did provide a financial analysis of the proposed use that demonstrates some financial benefits to the Town. However, the financial analysis does not include a financial analysis of the benefits of the commercially zoned

property. Additionally, most of the public benefits related to the energy that would be produced by the solar energy production facility would benefit communities outside of Mead. In addition, some of the public benefits that would be provided by the residential and commercial development would be missing from the proposed solar production facility use, including improvements to the roadway network and maintenance of the open space by a metropolitan district or other mechanism that would alleviate the Town from the responsibility of maintaining parks and open space.

6. A rezoning to Planned Unit Development overlay district is requested to encourage innovative and creative design and to promote a mix of land uses in the development:

The proposed PUD does not promote a mix of land uses as required by this criterion. Outside of the proposed open space/trails/parks expansion, the proposed photovoltaic solar production facility represents a single, industrial land use which would typically be permitted under a single industrial zone district.

Per Section 16-3-30 (a) (4) a. *PUD (Planned Unit Development)*, the following are requirements of a PUD application:

1. Developer's statement of intent. Each concept plan application shall contain a statement by the applicant describing how the proposed development departs from the otherwise applicable standards of this land use code, and how the proposed development and mixed uses, on balance, is an improvement over what would be required under otherwise applicable standards.

The proposed photovoltaic solar production facility would typically be located in an industrial zone district. The proposed PUD does maintain the existing underlying zone districts and does provide for significantly more open space, landscaping, and landscape buffers than would typically be required in an industrial zone district; however, these proposed amenities are similar to those that would be required with the existing, underlying zoning (residential and commercial).

2. Review and approval procedures. PUDs shall be reviewed and approved in accordance with the procedures in this code.

The PUD application has been reviewed in accordance with the procedures in the Mead Municipal Code.

3. Use regulations. The Board of Trustees shall determine the types of uses allowed within a PUD at the time of concept plan approval. Only uses that are consistent with the Town of Mead Comprehensive Plan, pursuant to Section 24-67-105, C.R.S., may be allowed within a PUD, and should generally be limited to uses allowed in the underlying zoning district.

The proposed land use (a photovoltaic solar production facility) is not listed in the Table of Uses. The proposed solar energy production facility is industrial in nature, which is inconsistent with the underlying residential and commercial zone districts. The Comprehensive Plan anticipates the development of regulations for similar uses; however, those regulations have not yet been established.

4. Development intensity. The total number of dwelling units and level of nonresidential development allowed within a PUD shall comply with the Town of Mead Comprehensive Plan, pursuant to Section 24-67-105, C.R.S., and shall not exceed the level that can be adequately served by public facilities. To provide information on the capacity of streets and other facilities serving a PUD, the Town Manager may require the applicant to conduct a traffic impact study or other infrastructure capacity analysis to provide information on the development's expected impacts on existing and planned facilities.

The proposed use would require minimal public services.

5. Other standards. Otherwise, applicable standards of this code, may be modified by the Board of Trustees as part of the approval of a PUD if consistent with the Comprehensive Plan and if the development is found to be an improvement over what would be required under otherwise applicable standards.

Staff requested that the Applicant provide an analysis of the financial impacts of the proposed photovoltaic solar production facility when compared to the underlying development. The financial analysis is helpful, but is missing important information, including the financial implications and impact fee analysis of commercial development.

FINANCIAL CONSIDERATIONS

The power generated from the project will be owned by the Platte River Power Authority (PRPA), which does not serve the Town of Mead but does serve surrounding communities (Longmont, Loveland, Ft. Collins and Estes Park). United Power serves the electricity for the Town of Mead and once their commitments with Tri-State end in 2024, there may be the potential for some access to the solar power that would be generated on the Property if the PUD were approved but, currently, the Sugar Beet Solar project would not serve the Town of Mead with electricity.

The initial building and impact fees that would be paid to the Town of Mead by commercial and residential developers of the Property are significantly more than those of the solar project. See report, *Selected Fiscal Implications to the Town of Mead, Colorado*. In addition, no roadway improvements would be required for the proposed solar development. However, the proposed solar project would also require significantly fewer Town services. The Applicant is proposing an expansion and development of the Mead Ponds Park and a 1.6-mile trail system. However, Applicant has proposed no long-term maintenance solutions.

The Applicant has provided a fiscal analysis entitled *Selected Fiscal Implications to the Town of Mead, Colorado, Revised October 2022*. Due to the complexity of the taxation issues and fees associated with this project, however, staff feels that an independent, third-party financial analysis would be advisable to review the document and verify the financial analysis provided by the Applicant.

STAFF RECOMMENDATION/ACTION REQUIRED

A joint notice of the November 16, 2022, Planning Commission hearing and the Board of Trustees hearing originally scheduled for December 12, 2022, was published within 15 days of the public hearings, in accordance with the requirements of Section 16-3-160 of the MMC.

The public hearing before the Board of Trustees for the Sugar Beet Solar PUD application was originally scheduled for December 12, 2022. However, to allow the Planning Commission time to complete their continued public hearing on the proposed PUD and provide a recommendation to the Board, the Board of Trustees opened the public hearing on December 12, 2022, and continued the public hearing before the Board of Trustees to January 9, 2023. At the January 9th regular meeting, the Board of Trustees re-opened and continued the hearing to January 30, 2023 at the request of the Applicant.

The actions available to the Board of Trustees are to approve the PUD, approve the PUD with conditions, deny the PUD, or continue the public hearing to a date certain.

There are many aspects to this proposed development, and it is difficult for staff to make a recommendation to approve or deny the PUD rezoning application outright. However, staff believes the best approach, at this time, would be to deny the application for the reasons stated in this Agenda Item Summary and, further, place a moratorium on photovoltaic solar production facilities in order to

provide time for staff to research this land use and establish regulations and standards by which to review this and similar project applications as recommended in the goals, policies, and strategies of the Comprehensive Plan.

Staff finds that the proposed PUD re-zoning application does not fully comply with the Comprehensive Plan or the review criteria and requirements for a PUD zoning amendment application. As such, staff does not recommend approval of the Sugar Beet Solar PUD.

Staff recommends that the Board of Trustees deny the application and discuss the potential establishment of a moratorium in order for the Town to establish regulations and standards by which to review this and similar renewable energy project applications.

Suggested Motion:

DENIAL OPTION: Should the Board of Trustees decide to deny the PUD, the following motion is suggested:

“I MOVE TO APPROVE ORDINANCE NO. 1021, AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF MEAD, COLORADO, DENYING THE SUGAR BEET SOLAR PLANNED UNIT DEVELOPMENT (PUD) OVERLAY/ZONING MAP BASED ON A FINDING THAT THE REVIEW CRITERIA SET FORTH IN SECTION 16-3-30 AND 16-3-160 OF THE MEAD MUNICIPAL CODE HAVE NOT BEEN SATISFIED.”

OPTION TO CONSIDER ESTABLISHMENT OF SIX-MONTH MORATORIUM:

To consider the establishment of a moratorium for renewable energy-related development applications (including but not limited to solar energy farms, wind farms, biomass facilities or similar land uses), in order to conduct a study and formulate recommendations relating to land use regulation of renewable energy uses, the following motion is recommended:

“I MOVE TO INSTRUCT TOWN STAFF AND THE TOWN ATTORNEY’S OFFICE TO PREPARE A DRAFT ORDINANCE ESTABLISHING THE IMPOSITION OF A TEMPORARY MORATORIUM ON DEVELOPMENT OF RENEWABLE ENERGY-RELATED FACILITIES FOR AN INITIAL PERIOD OF SIX (6) MONTHS FROM THE EFFECTIVE DATE OF THE MORATORIUM IN ORDER TO PERMIT TOWN STAFF REASONABLE TIME TO CONDUCT A COMPREHENSIVE STUDY OF THE APPROPRIATE ZONING REGULATIONS, DEVELOPMENT REGULATIONS AND CONDITIONAL USE STANDARDS FOR RENEWABLE ENERGY FACILITIES BASED ON IMPACT OF THE USE ON THE COMMUNITY AND SURROUNDING AREAS;

I FURTHER MOVE THAT THE DRAFT ORDINANCE ESTABLISHING THE MORATORIUM BE BROUGHT BEFORE THE BOARD OF TRUSTEES AT A FUTURE REGULAR OR SPECIAL MEETING FOR CONSIDERATION.”

APPROVAL OPTION: Should the Board of Trustees decide to approve the PUD, the following motion is suggested:

“I MOVE TO APPROVE ORDINANCE NO. 1022, AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF MEAD, COLORADO, APPROVING, WITH CONDITIONS, THE SUGAR BEET SOLAR PLANNED UNIT DEVELOPMENT (PUD) AND ZONING MAP BASED ON A FINDING THAT THE REVIEW CRITERIA SET FORTH IN SECTION 16-3-160 AND 16-3-30 OF THE MEAD MUNICIPAL CODE HAVE BEEN SATISFIED.”

ATTACHMENTS

- Attachment 1: Ordinance No. 1021 Denying the Sugar Beet Solar Planned Unit Development (PUD)
- Attachment 2: Ordinance No. 1022 to Approve with conditions the Sugar Beet Solar Planned Unit Development (PUD)
- Attachment 3: Sugar Beet Solar Planned Unit Development (PUD) and Zoning Map
- Attachment 4: Applicant's Project Statement
- Attachment 5: Applicant's Letter of Intent
- Attachment 6: Letter from owner's representative, Richard T. LiPuma, dated Oct. 20, 2022
- Attachment 7: Letter from owner's representative, Richard T. LiPuma, dated Nov. 17, 2022
- Attachment 8: ALTA survey of Property
- Attachment 9: Applicant's financial analysis of solar use (*Selected Fiscal Implications to the Town of Mead, Colorado, Revised October 2022*)
- Attachment 10: Credentials of Applicant's financial analysts
- Attachment 11: Email from DOLA representative re: CO State taxation of solar properties
- Attachment 12: Residential Lot Status and Projected Lot Absorption spreadsheet
- Attachment 13: Letter of Support – United Power
- Attachment 14: Letter of Support – Mead H.S. Energy Academy
- Attachment 15: Letter of Opposition – Highland Ditch Company
- Attachment 16: Letter of Opposition – Supply Ditch Company
- Attachment 17: PC Resolution No. 12-PC-2022, recommending denial of PUD (without exhibits)

**TOWN OF MEAD, COLORADO
ORDINANCE NO. 1021**

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF MEAD,
COLORADO DENYING THE SUGAR BEET SOLAR PLANNED UNIT
DEVELOPMENT (PUD) OVERLAY/ZONING MAP AMENDMENT**

WHEREAS, in accordance with Section 16-3-160 of the Mead Municipal Code (“MMC”), Sugar Beet Solar, LLC (the “Applicant”) submitted an application to amend the official Town zoning map to rezone certain real property consisting of approximately 202.794 acres more or less, as legally described in **Exhibit 1** attached hereto (the “Property”); and

WHEREAS, the Applicant is the authorized representative of PK Chavez, LLC, and PK Mead, LLC, the fee owners of the Property (“Owners”); and

WHEREAS, the Property is currently zoned Residential Single Family (RSF-4) and General Commercial (GC); and

WHEREAS, the Applicant is proposing to rezone the Property to Residential Single Family (RSF-4) and General Commercial (GC), with a Planned Unit Development (PUD) Overlay, as shown on the Sugar Beet Solar Planned Unit Development (PUD) Overlay/Zoning Map attached hereto as **Exhibit 2** (“PUD”); and

WHEREAS, in accordance with Sections 16-3-160 of the MMC, the Planning Commission held a duly noticed public hearing on November 16, 2022, to review and consider the proposed PUD, which public hearing was continued to December 14, 2022; and

WHEREAS, following the conclusion of the Planning Commission hearing, the Planning Commission adopted Resolution 12-PC-2022, recommending denial of the PUD to the Board of Trustees; and

WHEREAS, the Board of Trustees has held and completed a duly-noticed public hearing on the proposed PUD; and

WHEREAS, the administrative record for this matter includes, but is not limited to, the Town of Mead Land Use Code (including subdivision and zoning amendment regulations), the Town of Mead Comprehensive Plan, all other applicable ordinances, resolutions and regulations, the staff files and reports of the Community Development Director and Town Engineer related to the PUD, any and all submittals by the Applicant and members of the public, and the audio recordings and minutes of both the Planning Commission and Board of Trustee meetings at which this application was considered; and

WHEREAS, the Board of Trustees has determined that the PUD does not satisfy any of the review criteria applicable to amendments to the Town’s official zoning map set forth in Section 16-3-160(e) of the MMC, and desires to deny the PUD.

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

Section 1. The above recitals are incorporated herein as findings of the Board of Trustees.

Section 2. The Board finds that the public hearing on the proposed PUD was conducted in accordance with Section 16-3-160 of the MMC.

Section 3. The Board denies the PUD based on a determination that the applicable standards set forth in MMC Section 16-3-160(e) have not been satisfied, as set forth in the *Agenda Item Summary* prepared for the Board of Trustees and as more specifically discussed at the public hearing on the proposed PUD.

Section 4. Effective Date. This Ordinance shall be published and become effective as provided by law.

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 30th DAY OF JANUARY, 2023.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

Exhibit 1
PROPERTY LEGAL DESCRIPTION

[Attached.]

Exhibit 2
SUGAR BEET SOLAR PLANNED UNIT DEVELOPMENT (P.U.D.) OVERLAY/ZONING
MAP

[Attached.]

**TOWN OF MEAD, COLORADO
ORDINANCE NO. 1022**

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF MEAD,
COLORADO APPROVING WITH CONDITIONS THE SUGAR BEET SOLAR
PLANNED UNIT DEVELOPMENT (PUD) OVERLAY/ZONING MAP
AMENDMENT**

WHEREAS, in accordance with Section 16-3-160 of the Mead Municipal Code (“MMC”), Sugar Beet Solar, LLC (the “Applicant”) submitted an application to amend the official Town zoning map to rezone certain real property consisting of approximately 202.794 acres more or less, as legally described in **Exhibit 1** attached hereto (the “Property”); and

WHEREAS, the Applicant is the authorized representative of PK Chavez, LLC, and PK Mead, LLC, the fee owners of the Property (“Owners”); and

WHEREAS, the Property is currently zoned Residential Single Family (RSF-4) and General Commercial (GC); and

WHEREAS, the Applicant is proposing to rezone the Property to Residential Single Family (RSF-4) and General Commercial (GC), with a Planned Unit Development (PUD) Overlay, as shown on the Sugar Beet Solar Planned Unit Development (PUD) Overlay/Zoning Map attached hereto as **Exhibit 2** (“PUD”); and

WHEREAS, in accordance with Sections 16-3-160 of the MMC, the Planning Commission held a duly noticed public hearing on November 16, 2022, to review and consider the proposed PUD, which public hearing was continued to December 14, 2022; and

WHEREAS, following the conclusion of the Planning Commission hearing, the Planning Commission adopted Resolution 12-PC-2022, recommending denial of the PUD to the Board of Trustees; and

WHEREAS, the Board of Trustees opened a duly-noticed public hearing regarding the proposed PUD on December 12, 2022 and continued said public hearing to January 30, 2023 to allow the Planning Commission time to complete their continued public hearing and provide a recommendation to the Board of Trustees; and

WHEREAS, on January 30, 2023 the Board of Trustees held and completed a duly-noticed public hearing on the proposed PUD; and

WHEREAS, the administrative record for this matter includes, but is not limited to, the Town of Mead Land Use Code (including subdivision and zoning amendment regulations), the Town of Mead Comprehensive Plan, all other applicable ordinances, resolutions and regulations, the staff files and reports of the Community Development Director and Town Engineer related to the PUD, any and all submittals by the Applicant and members of the public, and the audio recordings and minutes of both the Planning Commission and Board of Trustee meetings at which this application was considered; and

WHEREAS, the Board of Trustees has determined that the PUD satisfies at least one of the review criteria applicable to amendments to the Town’s official zoning map set forth in Section 16-3-160(e) of the MMC, and desires to approve the PUD.

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

Section 1. The above recitals are incorporated herein as findings of the Board of Trustees.

Section 2. The Board finds that the public hearing on the proposed PUD was conducted in accordance with Section 16-3-160 of the MMC.

Section 3. The Board of Trustees approves of the PUD, in substantially the form attached hereto as Exhibit 1, based on a determination that the applicable standards set forth in MMC Sections 16-3-30 and 16-3-160(e) have been satisfied, subject to the following conditions:

1. The Applicant/Owners shall pay all fees and costs incurred by the Town and its consultants, including without limitation legal fees and costs, for review and processing of the PUD application within forty-five (45) days of receiving an invoice from the Town.
2. The Applicant/Owner shall resolve and correct any technical issues as directed by Town staff prior to the recording of the PUD.

Section 4. Effective Date. This Ordinance shall be published and become effective as provided by law.

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 30th DAY OF JANUARY, 2023.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

Exhibit 1
PROPERTY LEGAL DESCRIPTION

[Attached.]

Exhibit 2
SUGAR BEET SOLAR PLANNED UNIT DEVELOPMENT (P.U.D.) OVERLAY/ZONING
MAP

[Attached.]

**TWO PARCELS LOCATED IN THE SOUTH 1/2 OF SECTION 8, TOWNSHIP 3 NORTH,
RANGE 68 WEST, 6TH P.M., TOWN OF MEAD, WELD COUNTY, COLORADO
TOTAL ACREAGE: 202.794 ACRES**

SUGAR BEET SOLAR PLANNED UNIT DEVELOPMENT (P.U.D.) OVERLAY/ZONING MAP

TWO PARCELS LOCATED IN THE SOUTH 1/2 OF SECTION 8, TOWNSHIP 3 NORTH,
RANGE 68 WEST, 6TH P.M., TOWN OF MEAD, WELD COUNTY, COLORADO
TOTAL ACREAGE: 202.794 ACRES

GENERAL DEVELOPMENT INFORMATION:

SUGAR BEET SOLAR IS A PROPOSED PHOTOVOLTAIC (PV) SOLAR FARM AND ENERGY STORAGE FACILITY. THE PROJECT IS LOCATED AT THE NORTHWEST CORNER OF WELKER AVE (CR 34) & CR 5. THIS SITE IS THE TOWN OF MEAD'S WESTERN BOUNDARY AND ADJACENT TO THE EXISTING LONGS PEAK SUBSTATION, MAVERICK SOLAR FARM, THE NEW PUBLIC WORKS CAMPUS, AND HIGH VOLTAGE TRANSMISSION LINES.

THE LAND IS CURRENTLY USED FOR AGRICULTURAL PURPOSES, WITH ONE EXISTING RESIDENCE ON THE SITE WHICH WOULD BE REMOVED. THE TOPOGRAPHY OF THE SITE IS RELATIVELY FLAT. THE PROPERTY IS TRAVERSED BY TWO PARALLEL IRRIGATION DITCHES THAT RUN NORTH-SOUTH. THE PK CHAVEZ, LLC (PARCEL NO 120708400056) AND PK MEAD, LLC (PARCEL NO 120708300057) PROPERTIES ARE APPROXIMATELY 203 ACRES IN TOTAL DIVIDED INTO TWO TRACTS BY THE MORE EASTERLY DITCH.

SUGAR BEET SOLAR WOULD INCLUDE PV SOLAR ARRAYS, AN UNDERGROUND ELECTRIC COLLECTION SYSTEM, A NEW SUBSTATION, A SHORT SEGMENT OF ABOVE-GROUND TRANSMISSION LINE, BATTERY ENERGY STORAGE FACILITIES, AND OTHER APPURTENANT EQUIPMENT. THE PROJECT'S PANELS WOULD BE GREY-BLUE IN COLOR; HAVE A NON-REFLECTIVE SURFACE; AND STAND 8 TO 12 FEET TALL, DEPENDING ON THE ANGLE OF THE SUN. THE PANELS WOULD BE CONNECTED TO FORM A NORTH-SOUTH ARRAY THAT FOLLOWS THE SUN'S MOVEMENT. THE POWER GENERATED WITHIN THE ARRAYS WOULD BE CONVERTED INTO ALTERNATING CURRENT (AC) USING MULTIPLE INVERTERS AND COLLECTED WITH MEDIUM VOLTAGE UNDERGROUND LINES (LINE WILL BE ABOVE GROUND AT UTILITY CROSSINGS) BEFORE FEEDING INTO A COLLECTOR SUBSTATION ADJACENT TO THE EXISTING LONGS PEAK SUBSTATION. THIS SUBSTATION AND TRANSFORMER WOULD STEP-UP FROM MEDIUM VOLTAGE TO 230KV, WHICH IS THE TRANSMISSION VOLTAGE AT WHICH PLATTE RIVER POWER AUTHORITY OPERATES THE SUBSTATION. THE BATTERY ENERGY STORAGE SYSTEM WOULD HAVE A FOOTPRINT OF UP TO 27.066 ACRES.

PRELIMINARY OPEN SPACE AND LANDSCAPE PLAN:

THE SITE WOULD BE ENCIRCLED BY THE PROPOSED ST. VRAIN TRAIL CONSISTENT WITH THE TRAILS PLAN IN THE 2018 TRANSPORTATION PLAN (FIGURE 12). THE FENCING ALONG WELKER AVENUE WOULD BE A MINIMUM OF 35' FROM THE ROAD AND PROVIDE WATER WISE LANDSCAPING ALONG AN 10' CONCRETE TRAIL. THE 10' WIDE TRAIL WOULD TURN NORTH PAST MEAD PONDS ALONG THE WESTERN DITCH, THEN TURN EAST UNDER THE EXISTING TRANSMISSION LINE TO COUNTY ROAD 5 AS SHOWN IN THE TRAILS PLAN. THE TRAIL CORRIDOR WOULD FEATURE WATER WISE LANDSCAPING AND DECORATIVE METAL FENCING. THE TOWN TYPICALLY REQUIRES A MINIMUM OF 8% OPEN SPACE FOR COMMERCIAL PUD'S WHICH WOULD BE PROVIDED WITH PUBLICLY ACCESSIBLE TRAIL CORRIDORS.

LANDSCAPING WOULD BE A CRITICAL ELEMENT IN HELPING THE SITE TO BLEND IN WITH THE AGRARIAN SETTING AND MAXIMIZE VIEWS OF LONGS PEAK WHILE PROVIDING SCREENING FOR THE RELATIVELY LOW-PROFILE SOLAR PANELS. MANY TOWN REGULATIONS REQUIRE SHADE TREES, HOWEVER THE USE OF SUCH WOULD HINDER THE PROPOSED USE ON THE SOUTH, WEST, AND EAST SIDES. INSTEAD THE PUD PROPOSES USING A VARIETY OF NATIVE AND DROUGHT TOLERANT SHRUBS AND SMALL TREES TO SCREEN FACILITIES, CREATE AN ATTRACTIVE SETTING, AND ALSO ACHIEVE THE TOWN'S WATER CONSERVATION INTERESTS.

LAND USE COMPLIANCE ANALYSIS:

THE PROPERTY IS CURRENTLY ZONED IN TWO DIFFERENT ZONING DISTRICTS. AN APPROXIMATELY 17 ACRE AREA AT THE NORTHWEST CORNER OF WELKER AVE (CR 34) AND CR 5 IS ZONED GENERAL COMMERCIAL (GC) AND THE REMAINDER OF THE SITE IS ZONED RESIDENTIAL SINGLE FAMILY-4 (RSF-4). PORTIONS OF THE PROPERTY WITHIN ¼ MILE OF WELKER AVE (CR 34) ARE INCLUDED IN THE HIGHWAY DESIGN OVERLAY DISTRICT.

CHANGES IN CIRCUMSTANCES THAT NECESSITATE THE PUD INCLUDE: A NEW TOWN PUBLIC WORKS FACILITY WITH A LIGHT INDUSTRIAL APPEARANCE AND USE ON THREE SIDES OF THE PROPERTY, CONTINUED IMPROVEMENTS TO PLATTE RIVER'S LONGS PEAK SUBSTATION, THE MAVERICK SOLAR FARM, AND CONTINUED INTEREST BY TOWN LEADERSHIP AND RESIDENTS FOR RENEWABLE ENERGY AND RELIABILITY. THE FUTURE LAND USE MAP IDENTIFIES THE SITE AS TWO DIFFERENT DISTRICTS, ONE BEING COMMERCIAL MIXED USE ON THE PORTION OF THE PROPERTY CURRENTLY ZONED GC AND THE REMAINDER OF THE PROPERTY IS SPECIFIED AS LARGE LOT RESIDENTIAL (CURRENTLY ZONED RSF-4). THE COMMERCIAL MIXED-USE DESIGNATION IS IN LINE WITH THE GC ZONING AND IS PROPOSED TO BE CARRIED FORWARD UNDER THE PROPOSED PUD DISTRICT. WHILE THE PROPOSED PUD USE DOES NOT INCLUDE RESIDENTIAL DEVELOPMENT, THE COMPREHENSIVE PLAN STATES THAT THE INTENT OF THE LARGE LOT RESIDENTIAL AREA IS TO PROVIDE VERY LOW-DENSITY DEVELOPMENT WITHIN KEEPING OF THE RURAL CHARACTER ON LARGE LOTS OVER AN ACRE IN SIZE. THE PROPOSED USE WOULD PRESERVE THE AGRARIAN CHARACTER OF THE AREA AND BE IN KEEPING WITH THE INTENT OF THE DISTRICT TO "...RESPECT LANDS THAT ARE ALREADY PLATTED WITHIN THE TOWN OR ADJACENT TO TOWN LIMITS WITH SOME DEVELOPMENT ASSOCIATED WITH THE LAND PARCEL AND NO CHANGE IN USE OR INTENSITY OF DEVELOPMENT."

ZONING/PUD OVERLAY:

SOLAR IS A UNIQUE USE AND CURRENT REGULATIONS ARE NOT WELL SUITED FOR THIS TYPE OF USE AND DEVELOPMENT. THE COMPREHENSIVE PLAN STRATEGY 1C-2: UPDATE THE LAND USE CODE TO STREAMLINE THE PERMITTING PROCESS FOR THE DEVELOPMENT OF RENEWABLE ENERGY PROJECTS, SIMILAR TO WELD COUNTY'S RECENTLY UPDATED REGULATIONS ANTICIPATED A LAND USE CODE UPDATE THAT HAS NOT YET BEEN IMPLEMENTED. HENCE THE PUD DISTRICT IS A WAY OF BRIDGING DEVELOPMENT NEEDS AND THE TOWN GC ZONING DISTRICT REGULATIONS, WITH THE FOLLOWING MODIFICATIONS TO GC STANDARDS:

USE: STAFF HAS INTERPRETED THE PROPOSED SOLAR PRODUCTION AND STORAGE FACILITY AS "UTILITY TREATMENT, PRODUCTION OR SERVICE FACILITY." THIS USE IS PERMITTED IN THE GC DISTRICT WITH A CONDITIONAL USE. THE PUD OVERLAY SHALL PERMIT A SOLAR PRODUCTION AND ENERGY STORAGE FACILITY INCLUDING THE FOLLOWING: PV SOLAR ARRAYS WITH A NON-REFLECTIVE SURFACE STANDING NO MORE THAN 12 FEET TALL; AN UNDERGROUND ELECTRIC COLLECTION SYSTEM; BATTERY ENERGY STORAGE FACILITIES, A COLLECTION SUBSTATION AND OTHER APPURTENANT EQUIPMENT AND FACILITIES. THE SOLAR PRODUCTION USE WOULD CEASE AFTER 40 YEARS OF OPERATION UNLESS EXTENDED BY THE TOWN. HOWEVER THE SUBSTATION AND ENERGY STORAGE FACILITIES MAY REMAIN. AT THAT TIME THE BALANCE OF THE PROPERTY WOULD RETURN TO THE CURRENT UNDERLYING ZONING OF GC AND RSF-4.

FENCING: TOWN FENCING STANDARDS TYPICALLY PROHIBITS FENCING GREATER THAN 6'. DUE TO THE NATURE OF THE USE AND FEDERAL SECURITY REGULATIONS FOR UTILITY-SCALE RENEWABLE ENERGY PRODUCTION FACILITIES, THE PUD WOULD PERMIT FENCING OF UP TO 10'. THE FENCING MATERIAL WOULD CONSIST OF DECORATIVE METAL FENCING WHENEVER IT IS FACING PUBLIC ROADWAYS OR TRAILS. CHAIN LINK, IN AN UNOBTRUSIVE COLOR, MAY BE USED IN AREAS NOT FACING PUBLIC ROWS (I.E., ON THE NORTH AND WEST OF THE SITE FACING THE EXISTING SUBSTATION AND TRANSMISSION LINES).

LANDSCAPING: TOWN LANDSCAPING STANDARDS CALL FOR 1 TREE PLUS 5 SHRUBS FOR EVERY 15' ALONG WELKER AVENUE AND 1 SHADE TREE PER 40' ALONG CR 5. GIVEN THE NATURE OF THE USE AS A SOLAR FARM, SHADE TREES WOULD HINDER THE USE. THE PUD PROPOSES TO PLANT AND IRRIGATE WELKER AVENUE AND CR 5 SETBACK AREAS WITH DROUGHT TOLERANT SHRUBS AND SMALL TREES AS DENOTED IN THE PRELIMINARY LANDSCAPE PLAN, WITH LARGER TREES SCREENING THE SUBSTATION. TYPICAL STANDARDS WOULD REQUIRE IRRIGATION ON THE INTERIOR OF THE SITE, HOWEVER GIVEN THE SUSTAINABLE NATURE OF THE PROJECT, THE PUD PROPOSES THAT NATIVE GRASSES WITHIN THE SECURE FENCE MAY BE IRRIGATED, BUT WILL BE PLANTED WITH DROUGHT TOLERANT AND NATIVE SPECIES. THESE PLANTINGS WILL CREATE AN AESTHETICALLY PLEASING AND WATER WISE LANDSCAPE FOR THE SITE. A PROPERTY MANAGEMENT PLAN AND FINAL LANDSCAPE PLAN WILL DEFINE THE INSTALLATION, WEED CONTROL, WILDFIRE SUPPRESSION AND RESPONSE, AND MAINTENANCE OF THE SITE.

OPEN SPACE: FOR COMMERCIAL PUD'S THE TOWN REQUIRES 8% OPEN SPACE DEDICATIONS, SUCH AS SOLAR. OPEN SPACE NEEDS TO HAVE A PUBLIC PURPOSE , SEE "OPEN SPACE AREAS" ON THE PUD MAP. GIVEN THE NATURE OF THE SITE NEEDING TO BE SECURE, INTERNAL OPEN SPACE WOULD NOT BE ACCESSIBLE TO THE PUBLIC, HOWEVER A MINIMUM OF 17.4% OPEN SPACE IS PROPOSED AND WOULD ALLOW FOR A LARGE PARK AREA ADJACENT TO MEAD PONDS.

VIEWSHED: THE LOW-PROFILE NATURE OF THE SOLAR ARRAYS WOULD PRESERVE MOUNTAIN VIEWS FROM CR 5 AND WELKER AVENUE COMPARED TO RESIDENTIAL OR COMMERCIAL USES.

COMPREHENSIVE PLAN ANALYSIS: THIS PROJECT ADDRESSES THE FOLLOWING VISION THEMES THAT ARE PRIORITIES AND SHOULD GUIDE GROWTH FROM THE COMPREHENSIVE PLAN:

I. A SMALL TOWN COMMUNITY CHARACTER: THIS PROJECT WOULD NOT CONTRIBUTE ANY NEW DENSITY TO THE MEAD. ADDITIONALLY THE PROPOSED USE IS RELATIVELY LOW PROFILE AND WOULD NOT SIGNIFICANTLY IMPACT VIEWSHEDS, TRAFFIC, OR OTHER QUALITY OF LIFE CHARACTERISTICS CONSISTENT WITH THE SMALL TOWN FEEL. THIS WILL HELP ACHIEVE THE COMPREHENSIVE PLAN'S DESIRE TO PRESERVE OPEN AGRARIAN AREAS THAT ARE IN CLOSER PROXIMITY TO PROPOSED OR EXISTING HOUSING AND MIXED USE AREAS.

II. A DIVERSE ECONOMY: THE PROPOSED USE WOULD DIRECTLY ACCOMPLISH POLICY 1C: IMPROVE ENERGY EFFICIENCY AND EXPAND THE USE OF RENEWABLE ENERGY INCLUDING SOLAR POWER AND STRATEGY 2A-3. ENSURE FUTURE EXPANSION OF INDUSTRIAL PARK AREAS INCLUDING FACILITIES AND AMENITIES CRITICAL FOR RENEWABLE ENERGY BUSINESSES. WHILE THIS USE IS PRESENT IN WELD COUNTY, THIS USE WOULD PROVIDE A NEW AND SUSTAINABLE ENERGY RESOURCE TO HELP FUEL THE ECONOMY OF THE TOWN AND HELP ACHIEVE THE DESIRE FOR MORE RENEWABLE ENERGY INDUSTRIES IN MEAD. IN ADDITION TO STRATEGY 2A-3, THE PROPOSED USE WOULD FURTHER THE FOLLOWING STRATEGIES, POLICIES AND GOALS FROM THE COMPREHENSIVE PLAN:

· POLICY 2A: PURSUE AND SUPPORT DIVERSE, APPROPRIATE INDUSTRIES THAT HAVE A CURRENT STRONGHOLD IN MEAD OR NORTHERN COLORADO.

· STRATEGY 2A-1: DEVELOP A MARKETING STRATEGY (SEE DE GOAL 6) TO PROMOTE MEAD'S AVAILABLE COMMERCIAL AND INDUSTRIAL AREAS TO THE FOLLOWING INDUSTRIES: TRADITIONAL (OIL AND GAS) AND RENEWABLE ENERGY SECTORS; LOGISTICS AND EQUIPMENT; AGRICULTURAL PROCESSING; HEALTH CARE, MANUFACTURING, WHOLESALE TRADE AND CONSTRUCTION; AND TOURISM AND HOSPITALITY.

· STRATEGY 2A-2: UPDATE MEAD'S LAND USE CODE FOR CONSISTENCY WITH THE COUNTY'S STREAMLINED REGULATIONS FOR DEVELOPMENT OF WIND, SOLAR, AND OTHER RENEWABLE ENERGIES.

III. FRIENDLY NEIGHBORHOODS: WHILE THIS IS NOT A HOUSING PROJECT, IT DOES HAVE SOME PROXIMITY TO SOME EXISTING RESIDENCES. THE PROPOSED USE WOULD PROVIDE A LOW IMPACT LAND USE WHICH DOES NOT PRODUCE EXCESSIVE NOISE, POLLUTION, VISUAL OBSTRUCTION, OR OTHER NUISANCES, AND THUS WOULD BE A GOOD NEIGHBOR FOR TEN EXISTING NEIGHBORS AS WELL AS FUTURE DEVELOPMENT.

IV. STRONG CONNECTIVITY: THE SITE WOULD CREATE A SEGMENT OF THE ST. VRAIN TRAIL ALONG THE EXISTING IRRIGATION CHANNEL AND WELKER AVENUE. THIS WOULD HELP ACHIEVE POLICY 3A: INCORPORATE BICYCLE AND PEDESTRIAN FACILITIES ON THE TOWN'S STREETS WHERE APPROPRIATE.

V. DYNAMIC PARKS RECREATION AND OPEN SPACE: THE PROJECT WOULD ENABLE THE MEAD PONDS TO SERVE AS A TRAILHEAD AND BEAUTIFY THE EXISTING DRAINAGE CHANNEL, WHICH WOULD DIRECTLY CONTRIBUTE TO POLICY 1B: PROVIDE RECREATIONAL OPPORTUNITIES THROUGH A WELL-CONNECTED TRAIL NETWORK.

VI. AN EXPANSIVE NATURAL AGRARIAN SETTING: THE PROPOSED USE IS LOW IMPACT AND DOES NOT ENCROACH ON THE AGRARIAN SETTING BECAUSE THE SITE WILL REMAIN FREE OF LARGE STRUCTURES AND WILL KEEP VIEWS OF THE SURROUNDING AREA OPEN COMPARED TO A RSF-4 USE. PROPOSED SCREENING WILL FEATURE LANDSCAPE ELEMENTS TO HELP THE SITE BLEND INTO THE SURROUNDING ENVIRONMENT WHILE PRESERVING MOUNTAIN VIEWS. IN ADDITION TO POLICY 1C: IMPROVE ENERGY EFFICIENCY AND EXPAND THE USE OF RENEWABLE ENERGY INCLUDING SOLAR POWER THE PROPOSED USE WOULD FURTHER THE FOLLOWING STRATEGIES:

· STRATEGY 1C-1: WORK WITH UNITED POWER AND XCEL ENERGY TO DEVELOP AND PROMOTE PROGRAMS AND CODES THAT ENCOURAGE ENERGY EFFICIENCY AND ACCESS TO RENEWABLE ENERGY.

· STRATEGY 1C-2: UPDATE THE LAND USE CODE TO STREAMLINE THE PERMITTING PROCESS FOR THE DEVELOPMENT OF RENEWABLE ENERGY PROJECTS, SIMILAR TO WELD COUNTY'S RECENTLY UPDATED REGULATIONS.

· STRATEGY 1C-3: WORK TOWARDS THE INTEGRATION OF RENEWABLE ENERGY COMPONENTS INTO TOWN PROJECTS THAT ARE SUPPORTED WITH PUBLIC FUNDS.

VII. THOUGHTFUL COMMUNITY PLANNING, FACILITIES AND SERVICES. WHILE THE PROPOSED USE IS NOT A PUBLIC FACILITY, IT DOES CONTRIBUTE SUSTAINABLE ENERGY AND BRINGS A RELIABILITY ASSET (BATTERY STORAGE) CURRENTLY UNAVAILABLE IN THE REGION. GRID-CONNECTED BATTERIES COUPLED WITH SOLAR PHOTOVOLTAICS HAVE THE POTENTIAL TO PROVIDE POWER IN THE EVENT OF A GRID OUTAGE. THIS DIVERSIFICATION OF THE POWER SUPPLY WILL HELP MEAD ACHIEVE POLICY 1B: STRENGTHEN COLLABORATION WITH SPECIAL DISTRICTS AND UTILITY PROVIDERS. THE BEAUTY OF ENERGY STORAGE SOLUTIONS IS THAT THEY CAN STORE VAST AMOUNTS OF ELECTRICITY ANYWHERE ON THE GRID, MAINTAINING HIGH RELIABILITY IN ELECTRIC SUPPLY. ADDITIONALLY, ENERGY STORAGE PROJECTS DO NOT REQUIRE A LARGE AREA FOR DEVELOPMENT SO THEY CAN BE SCALED TO THE NEEDED SIZE TO MEET ELECTRICAL NEEDS, MAKING THEM MORE RELIABLE. ENERGY STORAGE ALSO PROVIDES FLEXIBILITY FOR THE POWER GRID BY PROVIDING UNINTERRUPTED POWER TO CONSUMERS WHEREVER AND WHENEVER IT IS NEEDED. THIS, IN TURN, ENHANCES SECURITY BY CREATING A MORE EFFICIENT GRID THAT IS RESISTANT TO DISRUPTIONS

MODIFICATIONS TO MINIMUM DIMENSIONAL STANDARDS AND USE STANDARDS				
ZONE	RSF-4 STANDARD	GENERAL COMMERCIAL	HIGHWAY DESIGN/ OVERLAY DISTRICT (WELKER AVENUE)	PUD
MINIMUM LOT AREA PER DWELLING	6,250 SF	1 AC	SAME AS UNDERLYING DISTRICT	NA
GROSS DENSITY	2.0 DWELLING UNITS PER ACRE	NA	NA	NA
GROSS DENSITY MAXIMUM	4.0 DWELLING UNITS PER ACRE	8.0 DWELLING UNITS PER ACRE	NA	NA
MINIMUM LOT WIDTH (FEET PER DWELLING)	50 FEET	50 FEET	SAME AS UNDERLYING DISTRICT	NA
MINIMUM STREET FRONTAGE	40 FEET	NA	NA	NA
FRONT YARD SETBACK - AS MEASURED FROM EDGE OF PUBLIC STREET RIGHT OF WAY OR PAVEMENT EDGE				
PRIMARY STRUCTURE, PORCH OR SIDE LOADED GARAGE	20 FEET	20 FEET	NO BUILDINGS, PARKING OR DRIVES (EXCEPT ENTRANCES/ EXITS) WITHIN 35 FEET OF THE FRONT PROPERTY LINE ALONG WELKER AVENUE	35 FEET ALONG WELKER AVENUE, 20 FEET ALONG COUNTY ROAD 5
ACCESSORY BUILDING	25 FEET	25 FEET	NOT LESS THAN 25 FEET	35 FEET ALONG WELKER AVENUE, 25 FEET ALONG COUNTY ROAD 5
SIDE YARD SETBACK				
PRINCIPAL BUILDING	5 FEET	0 FEET	SAME AS UNDERLYING DISTRICT	0 FEET
ACCESSORY BUILDING	5 FEET	0 FEET		0 FEET
CORNER SIDE BUILDING	15 FEET	NA		15 FEET
REAR YARD SETBACK				
PRINCIPAL BUILDING	25 FEET	0 FEET	NA	0 FEET
ACCESSORY BUILDING	10 FEET	0 FEET	NA	0 FEET
BUILDING HEIGHT				
MAXIMUM BUILDING HEIGHT - PRINCIPAL STRUCTURE	35 FEET	40 FEET	SAME AS UNDERLYING DISTRICT	35 FEET
MAXIMUM BUILDING HEIGHT - ACCESSORY STRUCTURE	30 FEET	40 FEET		40 FEET. SUBSTATION AND ELECTRIC TRANSMISSION LINES EXEMPT
MAXIMUM BUILDING SIZE	NA	125,000 SF PER BUSINESS USE		125,000 SF PER BUSINESS USE
OTHER STANDARDS				
MAXIMUM LOT COVERAGE	50%	80%		80%
MINIMUM OPEN SPACE	20%	8%	NA	16.9%
LANDSCAPE BUFFER				60 FT. MINIMUM ALONG ROW
SOLAR FACILITY	NOT ALLOWED	CONDITIONALLY ALLOWED	NA	ALLOWED

SHEET 2 OF 5

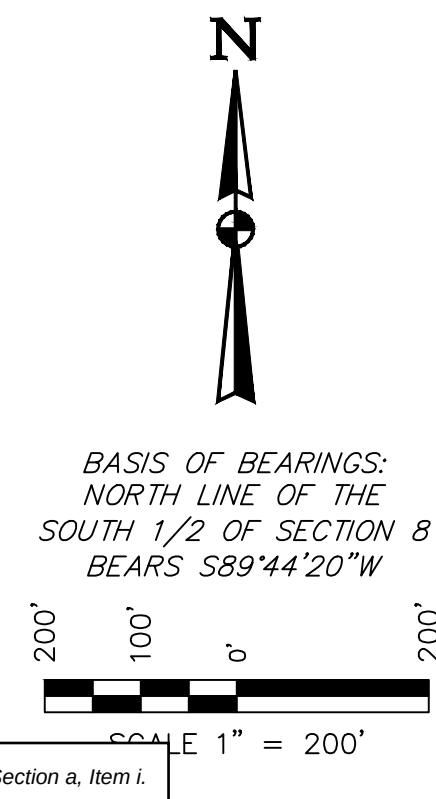
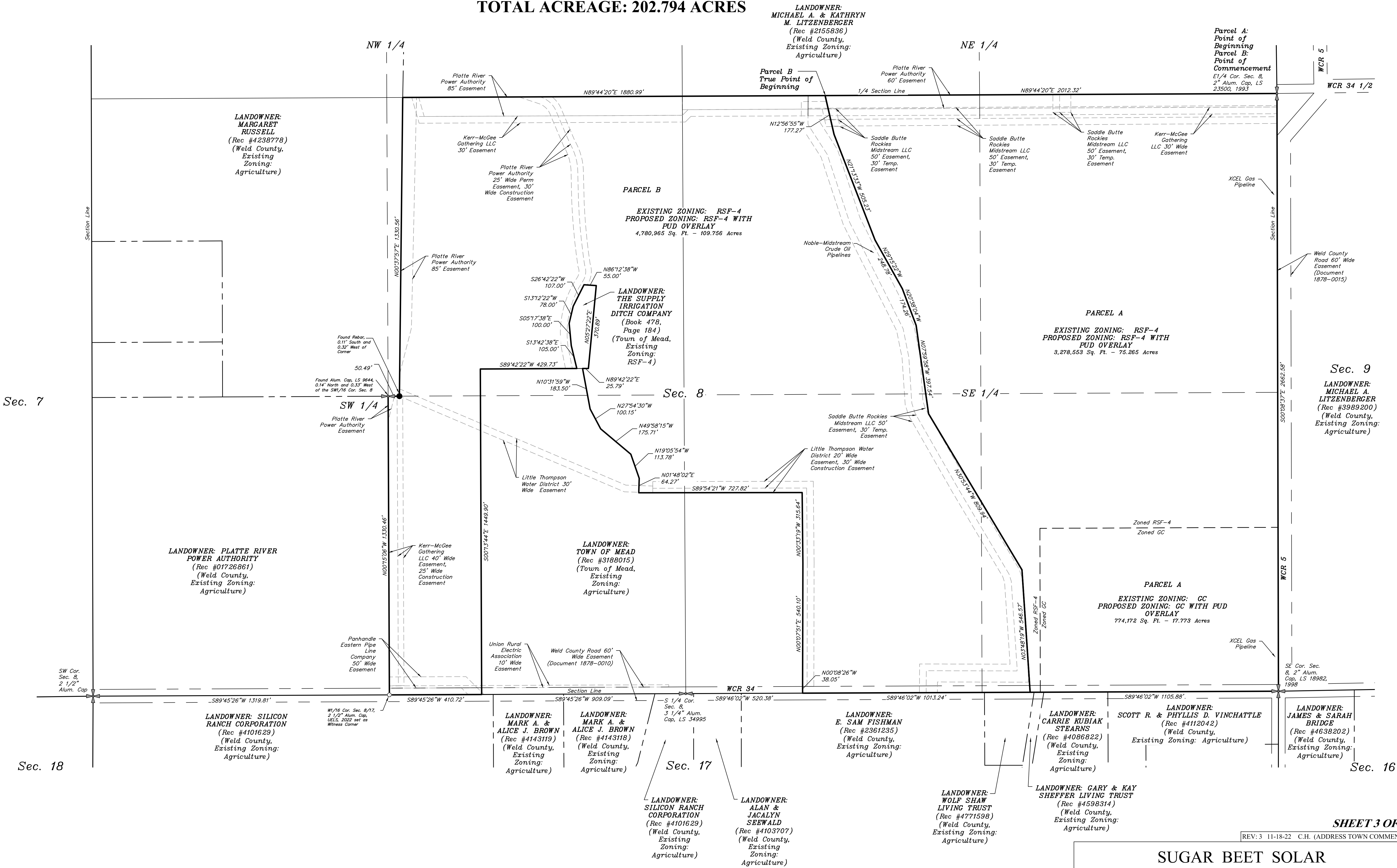
REV: 3 11-18-22 C.H. (ADDRESS TOWN COMMENTS)

SUGAR BEET SOLAR

TWO PARCELS LOCATED IN THE SOUTH 1/2 OF SECTION 8, TOWNSHIP 3 NORTH, RANGE 68 WEST, 6TH P.M., TOWN OF MEAD, WELD COUNTY, COLORADO TOTAL ACREAGE: 202.794				
SURVEYED BY: O.R. 03-16-2022	DRAWN BY: P.B. 06-06-2022	PROJECT: ENY01-22-0001	FILE: E-10005	SCALE: N/A
UINTAH ENGINEERING & LAND SURVEYING UELS, LLC Corporate Office * 85 South 200 East Vernal, UT 84078 * (435) 789-1017 PLANNED UNIT DEVELOPMENT (P.U.D.)				

SUGAR BEET SOLAR PLANNED UNIT DEVELOPMENT (P.U.D.) OVERLAY/ZONING MAP

TWO PARCELS LOCATED IN THE SOUTH 1/2 OF SECTION 8, TOWNSHIP 3 NORTH,
RANGE 68 WEST, 6TH P.M., TOWN OF MEAD, WELD COUNTY, COLORADO
TOTAL ACREAGE: 202.794 ACRES



SHEET 3 OF 5

REV: 3 11-18-22 C.H. (ADDRESS TOWN COMMENTS)

SUGAR BEET SOLAR				
TWO PARCELS LOCATED IN THE SOUTH 1/2 OF SECTION 8, TOWNSHIP 3 NORTH, RANGE 68 WEST, 6TH P.M., TOWN OF MEAD, WELD COUNTY, COLORADO TOTAL ACREAGE: 202.794				
SURVEYED BY:	DRAWN BY:	PROJECT:	FILE:	SCALE:
O.R. 03-16-2022	P.B. 06-06-2022	ENY01-22-0001	E-10005	1" = 200'



UINTAH
ENGINEERING & LAND SURVEYING

UELS, LLC

Corporate Office * 85 South 200 East
Vernal, UT 84078 * (435) 789-1017

PLANNED UNIT DEVELOPMENT (P.U.D.)

163

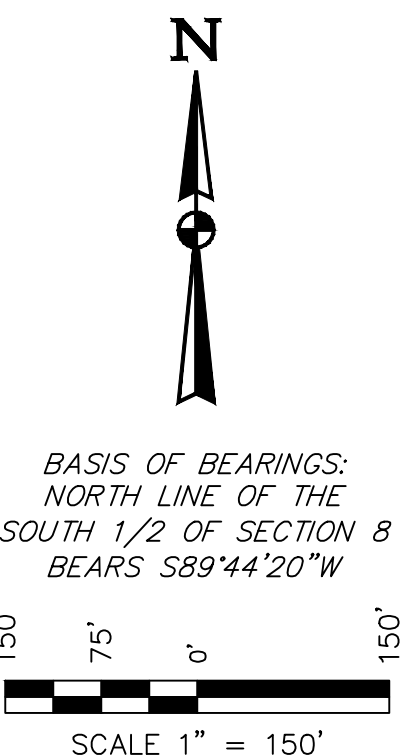
SUGAR BEET SOLAR PLANNED UNIT DEVELOPMENT (P.U.D.) OVERLAY/ZONING MAP

TWO PARCELS LOCATED IN THE SOUTH 1/2 OF SECTION 8, TOWNSHIP 3 NORTH,

RANGE 68 WEST, 6TH P.M., TOWN OF MEAD, WELD COUNTY, COLORADO

TOTAL ACREAGE: 202.794 ACRES

LAND USE SUMMARY	
	TOTALS (Acres)
GROSS AREA	202.794
EXISTING ROW (WCR 34)	1.742
NEWLY DEDICATED ROW	0.601
NET AREA	200.451
Photovoltaic Arrays	126.218
BESS (Battery Energy Storage System)	26.938
Substation	2.555
OPEN AREA	35.342
AREA NOT OPEN SPACE	9.398
% OPEN AREA / GROSS AREA	17.4



SHEET 4 OF 5

REV: 3 11-18-22 C.H. (ADDRESS TOWN COMMENTS)

SUGAR BEET SOLAR

TWO PARCELS LOCATED IN THE SOUTH 1/2 OF SECTION 8, TOWNSHIP 3 NORTH,
RANGE 68 WEST, 6TH P.M., TOWN OF MEAD, WELD COUNTY, COLORADO
TOTAL ACREAGE: 202.794

TOTAL ACREAGE: 202.794				
SURVEYED BY:	DRAWN BY:	PROJECT:	FILE:	SCALE:
O.R.	P.B.	ENY01-22-0001	E-10005	1" = 150'
03-16-2022	06-06-2022			

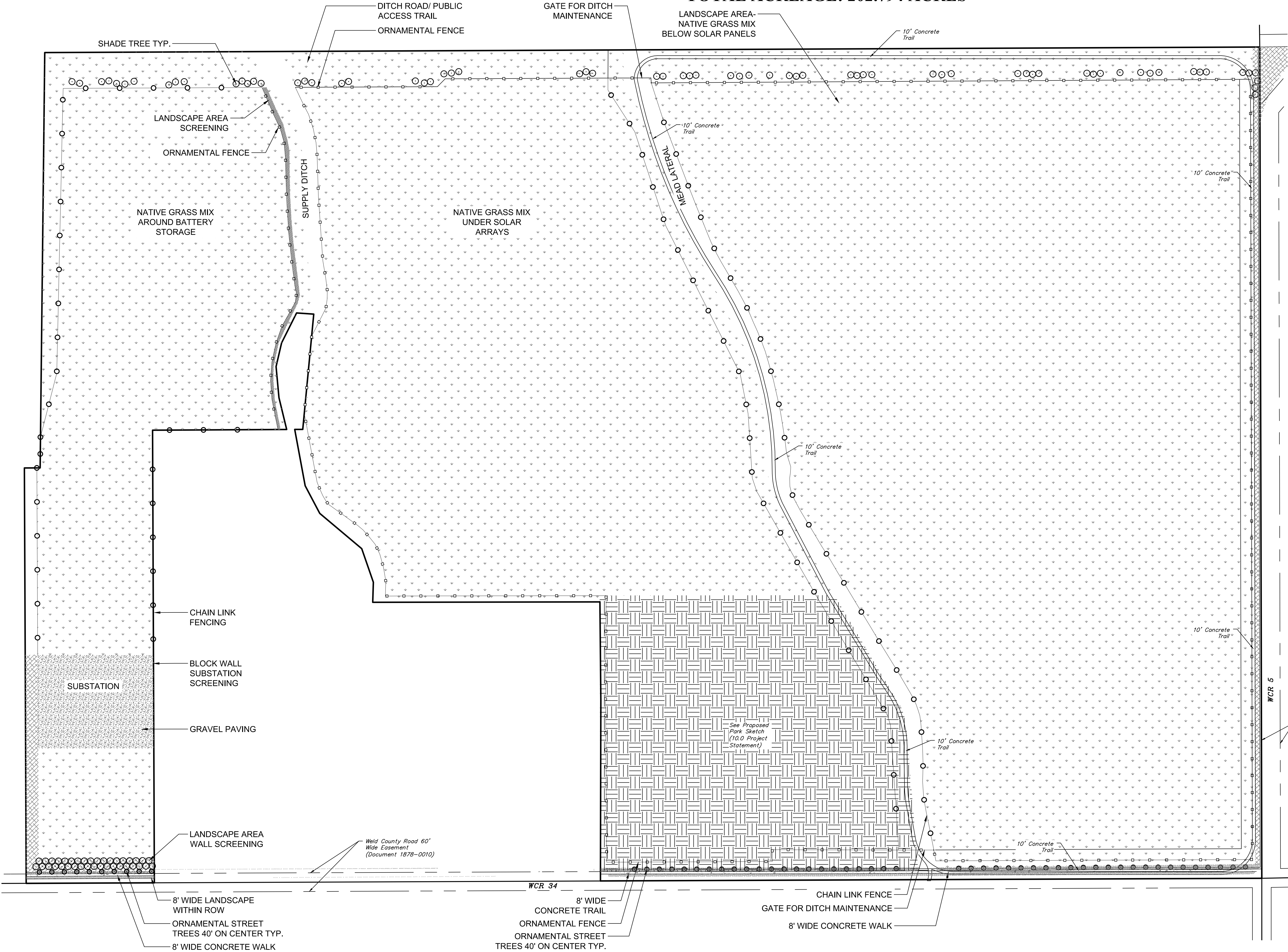


UELS, LLC
Corporate Office * 85 South 200 East
Vernal, UT 84078 * (435) 789-1917

SUGAR BEET SOLAR PLANNED UNIT DEVELOPMENT (P.U.D.) OVERLAY/ZONING MAP

TWO PARCELS LOCATED IN THE SOUTH 1/2 OF SECTION 8, TOWNSHIP 3 NORTH,
RANGE 68 WEST, 6TH P.M., TOWN OF MEAD, WELD COUNTY, COLORADO

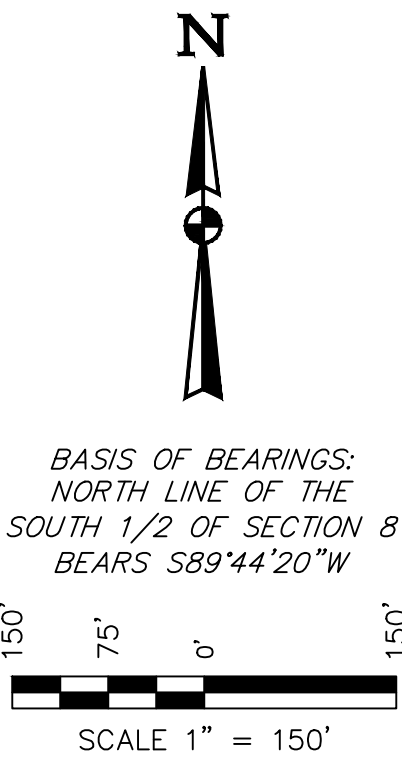
TOTAL ACREAGE: 202.794 ACRES



PLANTING LEGEND

	SHADE TREE TREES FROM APPENDIX A - LIST OF APPROVED LANDSCAPE MATERIALS	68
	ORNAMENTAL TREE TREES FROM APPENDIX A - LIST OF APPROVED LANDSCAPE ITEMS	91
	LANDSCAPE AREA - ROW PRE-APPROVED DRYLAND SEED MIX TYPE C (MEAD DESIGN STANDARDS) IRRIGATED- MOWED, WEED CONTROL	1.04 AC
	LANDSCAPE AREA - SCREENING MIX OF SHRUBS MAX HEIGHT 6', WITH NATIVE SEEDING TYPE A GRASS - IRRIGATED	2.65 AC
	LANDSCAPE AREA- NATIVE GRASS MIX PRE-APPROVED DRYLAND SEED MIX TYPE A (MEAD DESIGN STANDARDS) NON IRRIGATED- MOWED, WEED CONTROL.	170.75 AC
	LANDSCAPE AREA- PARK SHADE AND ORNAMENTAL TREES, MAJORITY PRE-APPROVED DRYLAND SEED MIX TYPE A (MEAD DESIGN STANDARDS), IRRIGATED - MOWED, WEED CONTROL, WITH SMALL PORTIONS OF PRE-APPROVED IRRIGATED TURF-SEED MIX.	18.65 AC

SYMBOL	DESCRIPTION	QTY
	FENCE- CHAIN LINK	8,950 LF
	FENCE- ORNAMENTAL	12,160 LF
	BLOCK WALL- SUBSTATION	12,160 LF
	MULTI-USE 10' CONCRETE TRAIL	
	CONCRETE WALK - PUBLIC ROW	20,300 SF
	GRAVEL PAVING- SUBSTATION	111,275 SF



SHEET 5 OF 5

REV: 3 11-18-22 C.H. (ADDRESS TOWN COMMENTS)

SUGAR BEET SOLAR

TWO PARCELS LOCATED IN THE SOUTH 1/2 OF SECTION 8, TOWNSHIP 3 NORTH, RANGE 68 WEST, 6TH P.M., TOWN OF MEAD, WELD COUNTY, COLORADO TOTAL ACREAGE: 202.794				
SURVEYED BY: O.R. 03-16-2022	DRAWN BY: P.B. 06-06-2022	PROJECT: ENY01-22-0001	FILE: E-10005	SCALE: 1" = 150'

UINTAH
ENGINEERING & LAND SURVEYING

UELS, LLC
Corporate Office * 85 South 200 East
Vernal, UT 84078 * (435) 789-1017

PLANNED UNIT DEVELOPMENT (P.U.D.)



Proposed PUD Zoning Overlay Sugar Beet Solar



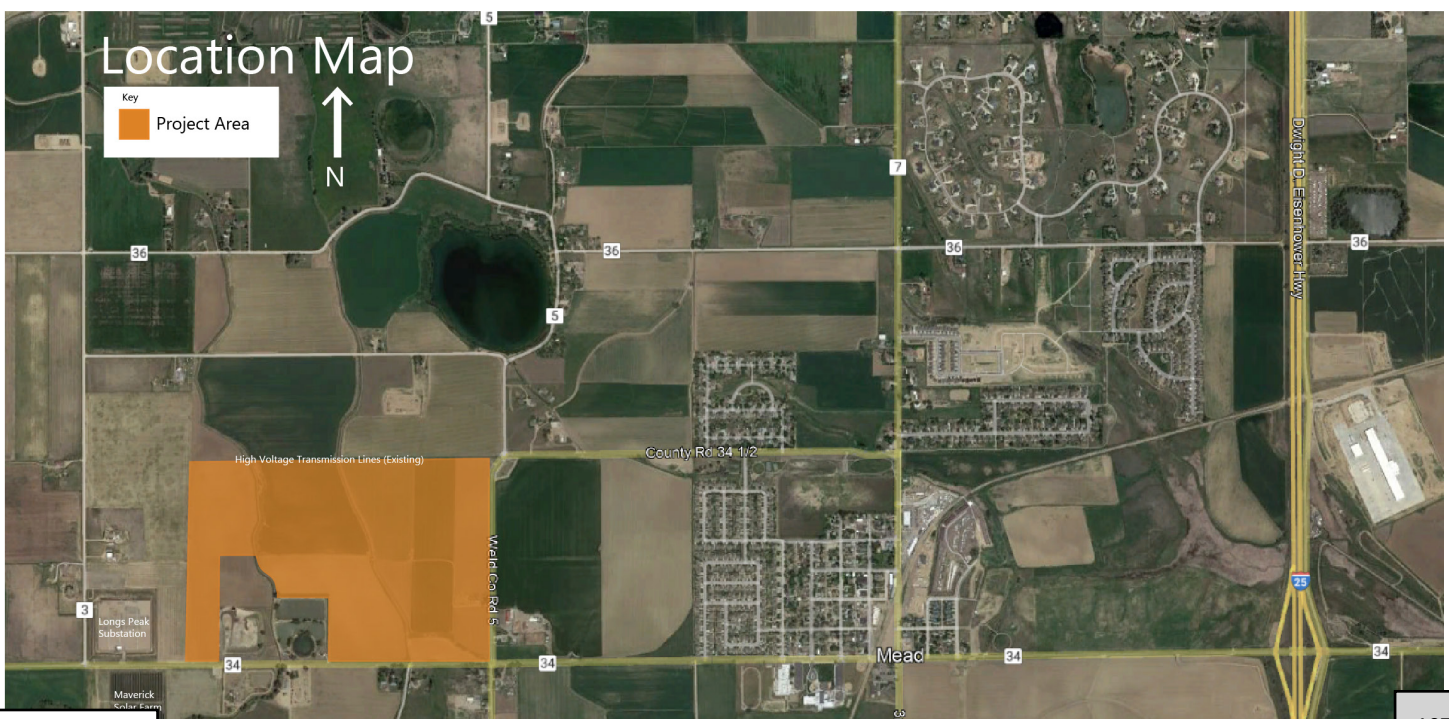
Project Description

Sugar Beet Solar, LLC has submitted a Planned Unit Development (PUD) Zoning to allow for development of a sustainable photovoltaic solar production facility. While the Town's Comprehensive Plan supports renewable energy generally, the project site's current zoning of General Commercial (GC) and Residential Single Family RSF-do not readily accommodate solar production and energy storage facilities. This application is proposing to add a PUD zoning overlay district in order to accommodate the use of a solar production and energy storage facility. The proposed use would fall under the existing "Utility treatment, production or service facility" category in the Town's use table. Currently this use is only permissible under the portion of the property currently zoned for General Commercial (GC) as a conditional use. The use categorization covers a wide variety of utility uses but does not contain any development standards specific to solar production facility. The proposed PUD overlay zoning is intended to provide more specific standards for the development without requiring an additional conditional use permit.

The site is adjacent to existing infrastructure such as the Longs Peak Substation and high voltage transmission lines which makes the location a natural fit for the expansion of future utility and related land uses that are necessary for the Town's continued growth and development. Additionally, the Town's new Public Works Facility and adjacent Maverick Solar Farm (in Weld County) have already established the area as prime location for photovoltaic solar production facilities. This proposed zoning change would formally designate this transitional area at the western periphery of the Town's boundaries as being appropriate for compatible land uses while ensuring that they are built out according to higher quality design standards.

The Sugar Beet project would represent a photovoltaic (PV) solar plant and batter energy storage on approximately 203 acres of private land. The project would include PV solar arrays, an underground electric collection system, a substation, battery energy storage system, a segment of transmission line, and other appurtenant equipment. The project would operate for 40 years unless extended by the town and the site would be returned to its original zoning at that point.

The site would provide a looped trail and a large park area adjacent to the Mead Ponds. These public amenities would help complete the Trails Masterplan and create additional community gathering space. The site also would be screened per city requirements to create an attractive and low visual impact site.





Project Components

Public Trails and Open Space:

Sugar Beet Solar will dedicate 33 acres of open space representing 17% of the total project acreage. This open space includes room for a 1.6 mile looped trail around the periphery and along the Mead Lateral Supply Ditch of the site and will feature an approximately 19-acre area adjacent to the Mead Ponds for a community park. This space could include a dog park, pickle ball courts, a community garden, or other desired amenities.

PV Solar Panels:

The project's panels would be grey-blue in color; have a non-reflective surface; and stand 8 to 12 feet tall, depending on the angle of the sun. The panels would be connected serially to form a string and these strings would combine to form a north-south array that follows the sun's movement, occupying approximately 129 acres of the site.

Inverters and Collection System:

The power generated within the arrays would be converted into alternating current (AC) using multiple inverters and collected with medium voltage underground lines (line will be above ground at utility crossings) before feeding southeast to the collector substation adjacent to the existing Longs Peak Substation.

Collector Substation:

An approximately 2.5 acre collector substation and transformer would step-up from medium voltage to 230kV, which is the transmission voltage at which Platte River Power Authority operates the substation.

Energy Storage Facility:

The battery energy storage facility would have a footprint of up to 27 acres.



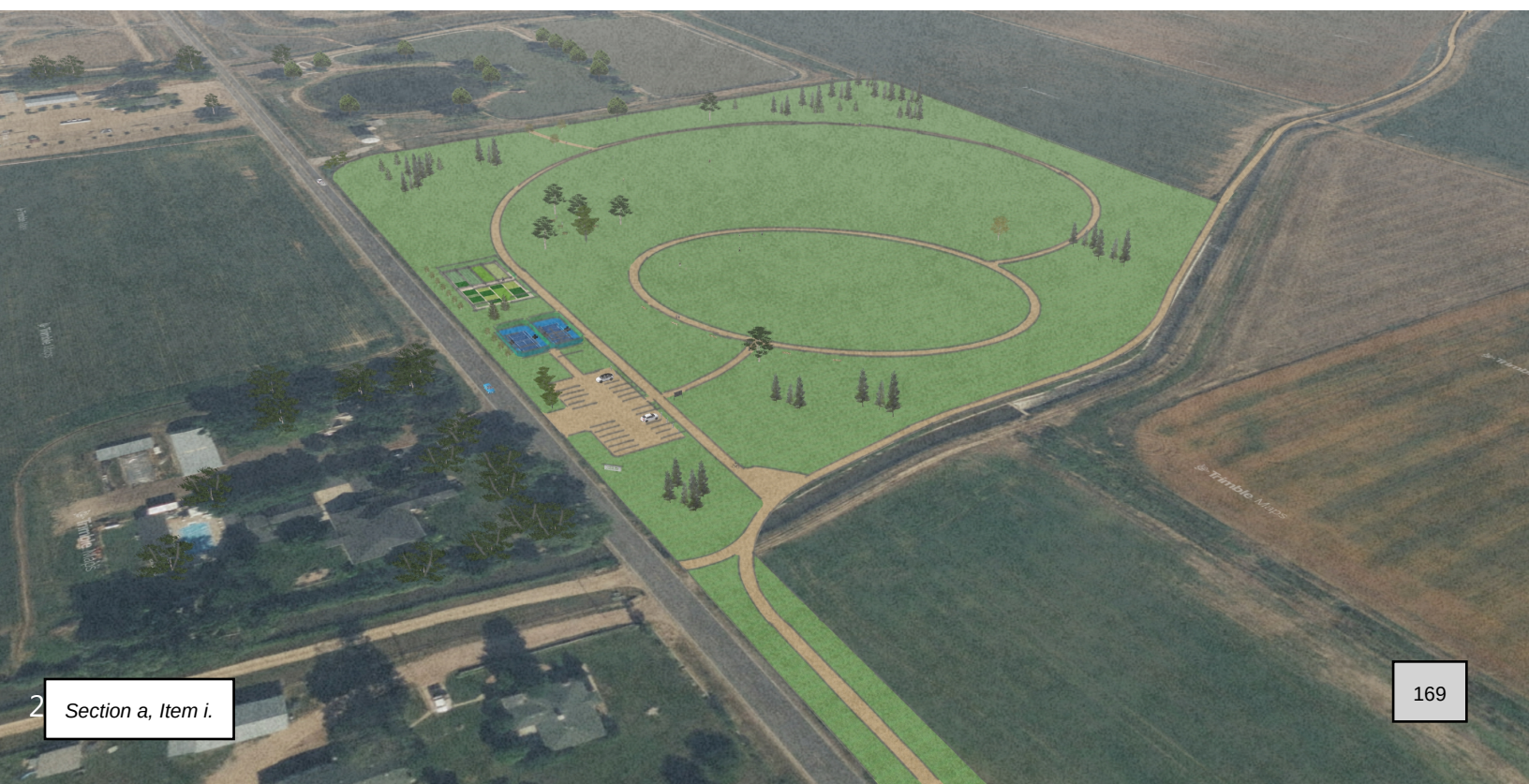


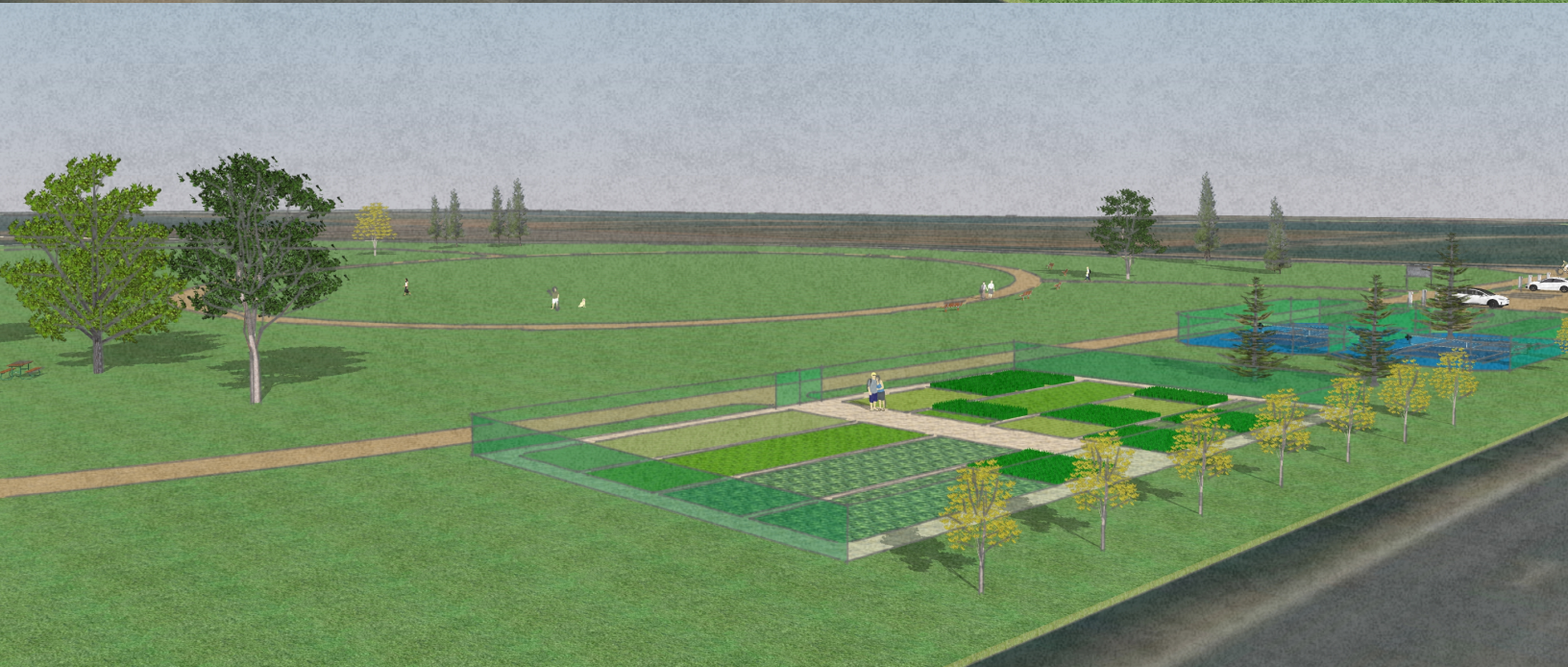
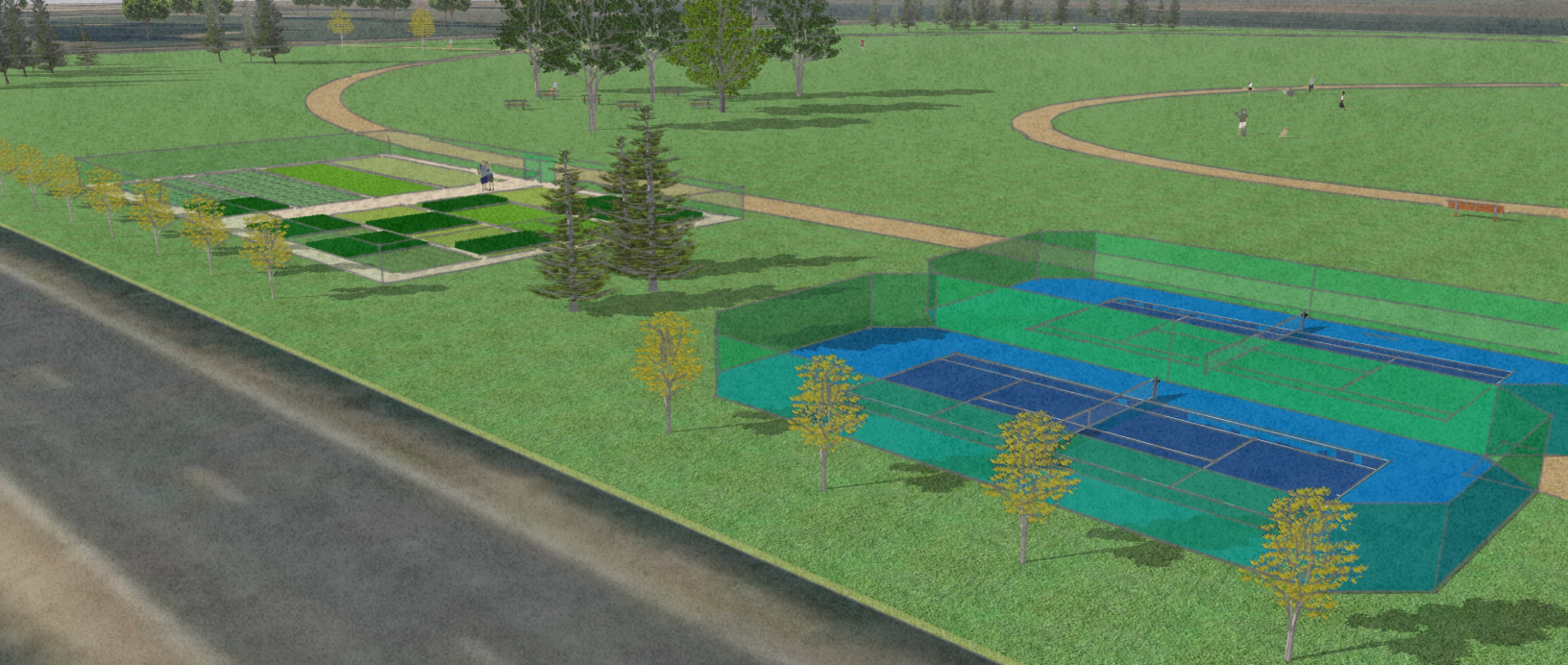
Parks, Trails, and Open Space

The proposed project would create opportunity for more recreational amenities for the community in Mead. A 1.6 mile looped trail that ties into the Trails Masterplan would encircle the eastern portion of the site. A community park area adjacent to Mead Ponds would provide for a large community gathering place with the potential for programed activities such as a dog park, pickleball courts, and a community garden. In addition, parking including electric charging stations may also be incorporated into the site. These renderings show the potential these areas can offer the residents of Mead.



Proposed Park Concept







Public Benefits

There are many potential benefits of the Sugar Beet Solar project:

Responsible Growth:

- The project would be **environmentally and socially responsible** – avoiding ditches; free from air and water pollution; setback from residential areas; and not producing hazardous waste.
- Through community development, supporting existing water infrastructure, and low-impact development methods, the project would support long-term agricultural or future urban land uses.

Reliable Infrastructure:

- Renewable energy and battery storage generated by the project would **improve reliability and diversify the energy supply portfolio** in the Town of Mead and Northern Colorado. It would also support regional strategies to deploy more renewable energy and would help the State and local communities achieve Colorado's overall energy goals.

Public Safety:

- The project would contribute to the community **without adding significant demand to public safety services** such as fire and police services as a residential development would.

Fiscal Stability:

- The project would **support economic stability** through significant tax revenue, landowner payments, local construction and operations jobs, and local purchases of supplies and services that range from lodging and food to equipment.
- The project would create direct and indirect **economic benefits**, including payments to school and fire districts, participating landowners, a local construction and operations workforce, and construction purchases of local supplies and services, ranging from lodging and food to equipment. Tax revenue to the Town of Mead, Weld County, Mountain View Fire Rescue, St. Vrain Valley Schools, and High Plains Library would be significant without the need for services.

Connected Community:

- The project would provide **1.6 miles of new St. Vrain Trail** and connect to an important trailhead.
- The site would provide for an approximately 19 acre expansion of the Mead Ponds Park which could accommodate a variety of programmed uses such as pickleball courts, a dog park and / or a community garden.



Like Jack's Solar Garden in Longmont, Sugar Beet could feature a community garden, pollinators and community space. Source: <https://www.jackssolargarden.com/>



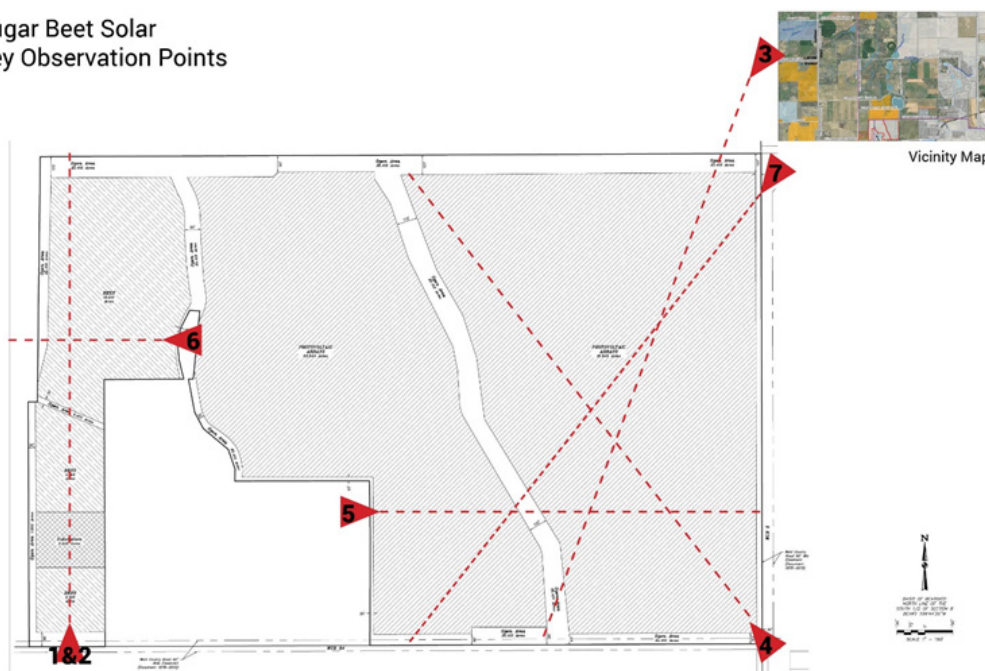
Present & Future Compatibility

Buffered from the Town's residential subdivisions by agricultural lands, the Public Works Facility, Longs Peak Substation, and across from Weld County Road 34 existing 50-acre Maverick Solar Farm, this site is uniquely situated to provide a range of benefits for the Mead community while preserving the potential to return to its historic agricultural land use, or to transition to longer-term commercial or residential development.

PV solar is compatible with neighboring agriculture and ranching uses, as it is one of the quietest and cleanest forms of energy generation. There are no adjacent Town neighborhoods to the site's boundary. The low-profile solar panels would be visually set back from adjacent property owners, incorporating fencing and landscaping per the Town's standards as well as a Town trail envisioned in the Trails Map.

The project would be enclosed with fencing to prevent big game and the public from entering for safety purposes, following Colorado Parks and Wildlife and National Energy Regulatory Commission guidelines and requirements. The project does not intend to incorporate chain link fencing adjacent to public roads and will provide a commitment to ensure the survival of any landscaping that is installed, as compared to other nearby solar projects throughout the wider County that are not buffered and screened to the same high-quality standard as is appropriate for a site located within the Town's jurisdiction. Below are preliminary renderings of landscaping and screening designs that would meet the Town's standards.

Sugar Beet Solar
Key Observation Points



1- Potential Screening of the Collector Substation with Ornamental Metal Fence and two layers of evergreen trees



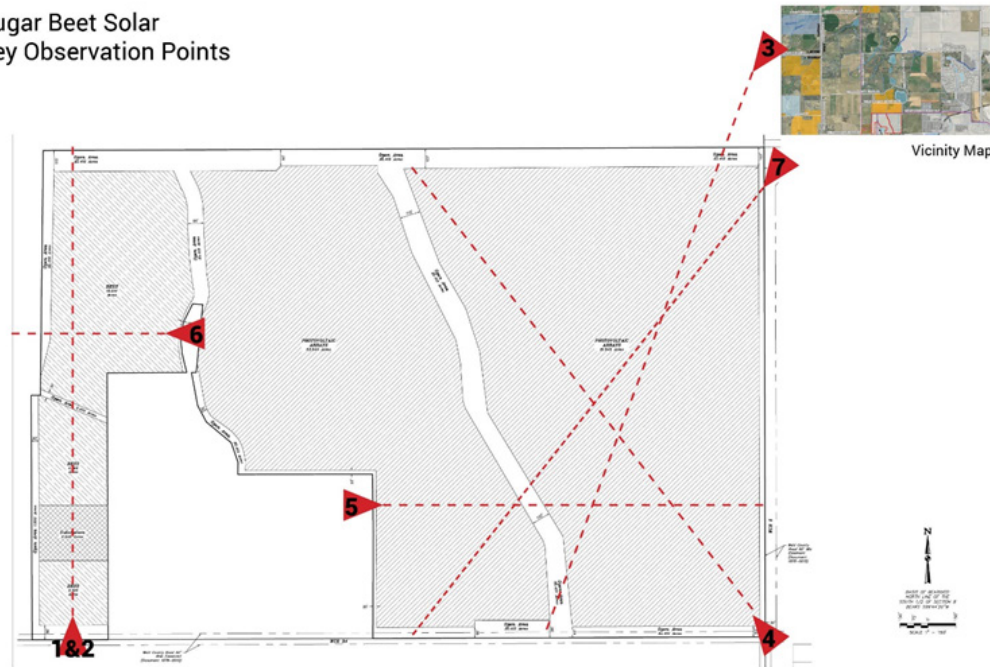
2- Potential Screening with Block Wall, which could replace the Ornamental Metal Fence to match the Longs Peak Substation at left.



Visualizations

The project would be low impact visually. Below are some examples of what the project would look like from key observation points (KOP). Note that areas along rights-of-way and the Town trail that bisects the site would include landscaping that is not depicted in these renderings. A high-resolution version of these renderings has been included in the submittal as an additional visualization exhibit.

**Sugar Beet Solar
Key Observation Points**



*3- Solar Arrays Looking Southwest from C.R. 5 & C.R. 34 ³/₄. *Note that screening is not shown on this exhibit to show the maximum visual impact. Screening in accordance with city standards would be provided along all public rights-of-way.*



*4- Solar Arrays Looking Northwest from C.R. 34 & C.R. 5. *Note that screening is not shown on this exhibit to show the maximum visual impact. Screening in accordance with city standards would be provided along all public rights-of-way.*



5- Solar Arrays as Looking East from Town of Mead Reservoir. **Note that screening is not shown on this exhibit to show the maximum visual impact. Screening in accordance with city standards would be provided along all public rights-of-way*



6- Energy Storage as Looking West from Future Trail. **Note that screening is not shown on this exhibit to show the maximum visual impact. Screening in accordance with city standards would be provided along all public rights-of-way.*



7A- Solar Arrays as Looking Southwest from C.R. 5. **Note that screening is not shown on this exhibit to show the maximum visual impact. Screening in accordance with city standards would be provided along all public rights-of-way.*

In addition, views of Longs Peak and the Front Range mountain backdrop would be preserved with photovoltaic solar. The panel's low profile of 8 to 12 feet in height further reduces their visibility from neighboring properties and public rights-of-way, as compared to new single-family or commercial buildings that are allowed by the current zoning.



7B- Residential uses would obstruct views of Longs Peak and the Mountain Backdrop more than solar, and create more disturbance to wildlife and agricultural activities. Compare this residential simulation to Figure 7 above.



Environmental Impacts

Noise from construction would be managed through development of a noise mitigation plan and would meet the Town's industrial noise standards for construction. The project would be designed to accommodate the Land Use Code property line setbacks that further minimize noise effects on adjacent land uses. During operations the facility would be silent at the property boundary and unoccupied.

To maximize the output while minimizing the glare from the solar cells, the glass face of a standard crystalline PV panel is designed with greater than 95 percent light absorption. Anti-reflective coating on the glass, which is incorporated in the manufacturing process, increases light absorption even further. As a result, nearly 97 percent of the light that strikes a solar panel is absorbed and turned into electricity – leaving minimal light to reflect off and create glare from the solar array. Typically, residential windows, metal roofs, and car windows create greater glare than the latest PV panels.

A careful inventory of wildlife habitat, cultural resources, and other sensitive areas will be conducted to inform optimal site selection within the two parcels. The project team will coordinate with Colorado Parks and Wildlife to inform siting and develop strategies that would minimize impacts to raptors and big game. Buffers around the Mead Lateral and Mead Ponds will be provided. The dark, silent, vegetated, and slow motion facility would minimize disturbances to wildlife more than nearly any other type of built land use. The risk of adverse impacts to natural resources and agricultural lands would be mitigated through implementation of environmental protection measures as part of the project.

Solar plants, which generate little traffic and do not generate noise, dust, or other harmful effects, generally do not negatively impact the value of nearby properties (Kirkland 2019). Researchers have found that the estimated average and median impact on property values is zero percent. Recent peer-reviewed research published by the Lawrence Berkeley National Laboratory's Electric Markets and Policy department surveyed public appraisers across the United States about the impact of utility-scale solar PV facilities on homes (Al-Hamooday et al, 2018). Researchers have noted that for all facility sizes, the respondents' estimated average and median impact on property values has been zero percent.



Area Accesses & Traffic

Access to the project for construction and operation is available via existing roads and highways. Only driveway improvements would be required for project construction and only minimal use of public roads would continue after construction is completed.

The project would comply with applicable transportation plans, functional classifications, and access control plans that have been adopted by the Town of Mead and Weld County. Sugar Beet Solar will consult with the Weld County Public Works Department and the Town of Mead to develop a construction road use agreement, as appropriate. If the project anticipates generating an unacceptable level of additional traffic during construction or decommissioning, a Traffic Impact Study will be provided with future applications. During operation, very few trips per month would be required for inspection and maintenance with no impact to the road system. An internal, all-weather road network would be privately maintained with no public access.



Utilities for Future Development

The project is unique in that it would not result in increased demand for government services, including water, sewer, roads, schools, or other services, yet it would provide substantial tax revenue to special districts.

Unlike most other land uses, solar facilities require very little water to maintain their operations, and adequate water supplies are currently available for facility needs. The project would have minimal water needs during construction, and decommissioning (e.g., dust control, bottled water, and portable toilets for the workforce), or during operation only for panel washing once a year or fire protection systems. A dry brushing technique may be used to routinely clean the panels, thereby reducing operational water needs. Any water needed for fugitive dust control and panel washing would be purchased from a commercial water source and independently transported to the project site.



Impacts to Services

Previously, the subject parcels were annexed from Weld County into the Town of Mead. The Mead Ponds and the Public Works campus are located on separate parcels from the proposed photovoltaic solar production facility and this application does not intend to impact their operations or change their current future land use planning designations or zoning districts in any way.

The project and preferred substation would avoid wetland areas and floodplains and would not affect the function of irrigation infrastructure. Sugar Beet Solar will develop access agreements with affected ditch companies.

The Project would have no direct stormwater discharges and would not result in disturbance or sedimentation to any streams, canals, or reservoirs downstream. No effects to groundwater or aquifers would result from the project, as it has minimal water needs during its construction and operation phases. The project would incorporate additional measures that are intended to minimize accidental discharges or any adverse effects on water quality. A Preliminary Drainage Report will be provided as part of future applications. A Stormwater Management Plan / Stormwater Pollution Prevention Plan for the project area would also be developed and implemented prior to construction that would be tailored to the soils, terrain, extent of construction, and existing drainage characteristics. The Stormwater Management Plan would meet the requirements of the COR400000 Permit from the Colorado Department of Public Health and Environment.

Additional demands on emergency service providers, (e.g., Town of Mead, Weld County Sheriff's Department and Mountain View Fire Rescue) are not anticipated and would only occur in the unlikely event of an accident or other unforeseen event. An Emergency and Hazards Identification Plan and Property Management Plan will be provided with future applications that addresses how fire and other hazard risks will be mitigated.



Comprehensive Plan Compatibility

The Mead Comprehensive Plan designates the majority of the site as Large Lot Residential, as well as the southeast corner of the site adjacent to the intersection of Weld County Roads 34 (Welker Ave) and CR 5 as Commercial Mixed Use. These designations are described in the plan as the following:

Large Lot Residential (LLR) Uses and Desired Characteristics: Large-lot, very low-density, single-family residential development with a predominantly rural character on lots of at least one (1) acre. Intended to respect lands that are already platted within the Town or adjacent to Town limits with some development associated with the land parcel and no change in use or intensity of development. The Plan envisions these lands to remain as larger lots.

Commercial Mixed Use (CMU) Uses and Desired Characteristics: Mix of community-serving commercial uses, moderate to high-intensity retail, office, and higher density residential developments within walking distance of restaurants and entertainment establishments.

While the proposed use is not in strict conformance with these designations from the future land use map, **it is compatible with the Comprehensive Plan's stated goals and visions** for the town as it emphasizes a desire for more renewable energy sources. Both future land use designations encourage eventual development of the site beyond its current agricultural land use. Construction and operation of solar panels is less disruptive than other types of non-residential construction, and solar land uses effectively preserve much of the natural aspects of these lands throughout their operating lifecycle.

The project is compatible with the existing General Commercial zoning. No new lots or residential density would be created as a result of the project. The land would be available to transition to long-term residential or commercial mixed uses if the Town's residential core and surrounding suburban residential neighborhoods expanded in the future or could return to its original agricultural uses following decommissioning while maintaining its rural character throughout the project lifecycle. PV solar is one of the few types of land uses that can be installed and later removed without impacting the long-range soil quality, agricultural use or future development potential of the land. While in the short term the Project would remove dryland agriculture from production, the proposed solar construction technique does not require significant grading, as frames can be pile- or screw-driven into the existing soil profile. This method allows agricultural uses to be re-established in the long-term following project decommissioning without a loss of native topsoil, soil erosion, or existing vegetation. As a "solar farm" itself, the project would not encourage nearby agricultural uses to transition to other uses and would not adversely affect irrigated agricultural production.

A sample of a Decommissioning Plan has been provided with the application and describes the process for dismantling the project and returning the land to some other use. Additional permits and approvals may be necessary for project decommissioning. The **intent of the Decommissioning Plan is to ensure that the site is restored at the end of the project's useful life** and that the restoration costs are born by the permittee / project owner. The project substation and battery storage may remain after the rest of the project has been decommissioned.

This project also addresses many of visions, goals, and policy recommendations from the Comprehensive Plan, including the following:

I. A Small Town Community Character: This project would add to the tax base without contributing any new density to the Town of Mead. Additionally the proposed use is relatively low profile and **would not significantly impact viewsheds, traffic, or other quality of life characteristics** consistent with the small town feel. This will help achieve the Comprehensive Plan's desire to preserve open agrarian areas that are in closer proximity to proposed or existing housing and mixed use areas.

II. A Diverse Economy: The proposed use would directly accomplish Policy 1C: **Improve energy efficiency and**

expand the use of renewable energy including solar power While this use is present in the adjacent county, this use would provide a new and sustainable energy resource to help fuel the economy of the town and help **achieve the desire for more renewable energy industries in Mead**. The proposed use would further the following strategies, policies and goals from the comprehensive plan:

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

- Strategy 2A-1:* Develop a marketing strategy (see DE Goal 6) to promote Mead's available commercial and industrial areas to the following industries: traditional (oil and gas) and renewable energy sectors; logistics and equipment; agricultural processing; health care, manufacturing, wholesale trade and construction; and tourism and hospitality.

- Strategy 2A-2:* Update Mead's Land Use Code for consistency with the County's streamlined regulations for development of wind, solar, and other renewable energies.

III. Friendly Neighborhoods: While this is not a housing project, it is adjacent to 10 existing unincorporated residences. The proposed use would provide a **low impact land use which does not produce excessive noise, pollution, or other nuisances**, and thus would be a good neighbor for ten existing neighbors as well as future development.

IV. Strong Connectivity: The site would **create a segment of the St. Vrain Trail** along the existing irrigation channel and Welker Avenue. This would help achieve Policy 3A: Incorporate bicycle and pedestrian facilities on the Town's streets where appropriate.

V. Dynamic Parks Recreation and Open Space: The project would **enable the Mead Ponds to serve as a trailhead and beautify the existing drainage channel**, which would directly contribute to Policy 1B: Provide recreational opportunities through a well-connected trail network.

VI. An Expansive Natural Agrarian Setting: The proposed use is low impact and does not encroach on the agrarian setting because the site will **remain free of large structures and will keep views of the surrounding area open** compared to an RSF-4 use. Proposed screening will feature landscape elements to help the site blend into the surrounding environment while preserving mountain views. In addition to Policy 1C: Improve energy efficiency and expand the use of renewable energy including solar power the proposed use would further the following strategies:

- Strategy 1C-1:* Work with United Power and Xcel Energy to develop and promote programs and codes that encourage energy efficiency and access to renewable energy.

- Strategy 1C-2:* Update the Land Use Code to streamline the permitting process for the development of renewable energy projects, similar to Weld County's recently updated regulations.

- Strategy 1C-3:* Work towards the integration of renewable energy components into town projects that are supported with public funds.

VII. Thoughtful Community Planning, Facilities and Services. While the proposed use is not a public facility, it does **contribute sustainable energy** and brings a reliability asset (battery storage) currently unavailable in the region. This diversification of the power supply will help Mead achieve Policy 1B: Strengthen collaboration with special districts and utility providers by providing a new source of energy and reliability for existing utility service providers within Mead.



Executive Summary

- This proposal is to **grant a PUD overlay zone to the existing zoning** to allow for a solar energy facility. The existing zoning would remain in place and would be able to develop under that zoning after the life of the project.
- The project is located at the outskirts of the Town of Mead's western boundary **near existing solar infrastructure** including the Maverick Solar Farm, Lone Peaks Substation and high voltage transmission lines. Other surrounding uses include dryland agriculture, livestock grazing, irrigated agriculture, and rural residential development.
- The proposed development would include **1.6 miles of new looped trails and an approximately 19-acre park** that will expand the existing Mead Ponds Park. The new park space could include such programmed activities as a walking trail, dog park, pickleball courts, and/ or community gardens.
- The proposed development would be **low visual impact** as the solar panels are 10'-12' in height and would preserve mountain views. Any portion of the project along public rights-of-way will be **fully screened** per city requirements.
- Sugar Beet Solar would provide **reliable, safe, inexpensive electrical energy** for development and attraction of new businesses, labor, and capital.
- The project would provide a tangible demonstration of the Town's **commitment to non-carbon energy** and battery storage, which would bring the Town **closer to the stated goals of the Comprehensive Plan**.
- Solar Beet Solar would generate significant sales, use and property taxes and building permit revenues for the Town of Mead over its 40-year operating life, without straining roadways, city services, schools, libraries, and emergency services. Sugar Beet Solar would be committed to serving as **a long-term partner in Mead's small-town community character** priorities.



References

Al-Hamooday, Leila, Kavita Koppa, Eugenie Schieve, D. Cale Reeves, Ben Hoen, Joachim Seel, and Varun Rai. "An Exploration of Property-Value Impacts Near Utility-Scale Solar Installations." Lawrence Berkeley National Laboratory, Electricity Markets & Policy, May 2018. Available online at https://emp.lbl.gov/sites/default/files/property-value_impacts_near_utilityscale_solar_installations.pdf.

Kirkland, Richard. "HCE Reams Solar, LLC, Dinwiddie, Dinwiddie County, VA." Dinwiddie County, Virginia, November 2019. Available online at: <http://www.dinwiddieva.us/AgendaCenter/ViewFile/Item/3411?fileID=3753>.



September 22, 2022

Town of Mead
Planning and Zoning Department
441 Third Street
Mead, CO 80542

Attention: Jason Bradford, Community Development Director
CC: Jennifer Vecchi, Principal Vecchi & Associates, LLC

Dear Mr. Bradford,

We, Enyo Power Partners, LLC dba as Sugar Beet Solar, LLC, an independent solar, storage and wind company specializing in developing utility-scale renewable energy projects in the Intermountain West, appreciate partnering with the Town of Mead in developing the Sugar Beet Solar project adjacent to the existing Longs Peak Substation, Maverick Solar Farm, Town Public Works Facility, and high voltage transmission lines. We have addressed Town comments in the attached resubmittal as discussed in our past meetings. We understand how this proposal is unique, and that the Town through its Comprehensive Plan supports renewable energy generally but has not addressed photovoltaic solar in the Comprehensive Plan Map, zoning districts, or development standards.

Recognizing that the Town has not yet implemented Comprehensive Plan Strategy 2A-2: *Update Mead's Land Use Code for consistency with the County's streamlined regulations for development of wind, solar, and other renewable energies*, we have followed staff's recommendation to respectfully request that the Town rezone the property to a new Planned Unit Development based on the standards of the GC General Commercial District with modifications to ensure this unique type of development is compatible with surrounding land uses. We submit the attached Planned Unit Development Application and exhibits for your consideration and approval on behalf of PK Chavez, LLC (Parcel No 120708400056) and PK Mead, LLC (Parcel No 120708300057), which real property is described on item 6.0 ALTA Survey Map of this application submittal.

Sugar Beet Solar helps achieve the Board of Trustee's goals as follows:

Responsible Growth: The proposed use would directly accomplish Comprehensive Plan *Policy 1C: Improve energy efficiency and expand the use of renewable energy including solar power*. The proposed use is low impact, requires minimal water, and does not encroach on prized mountain views compared to a RSF-4 use. Its adjacency to the Public Works Facility and existing solar infrastructure such as the Maverick Solar Farm, Lone Peaks Substation, and high voltage transmission lines away from town neighborhoods enhances its compatibility. Portions of the project along public rights-of-way will be screened per city requirements.

If this proposed PUD is approved, Sugar Beet Solar will submit the following studies as part of the Preliminary Plat:

- Landscape detail sheet showing shrubs, trees, fencing
- Cross sections for landscape plans for buffer areas and trails
- Preliminary weed management plan
- Irrigation plan

- Sample solar specifications and detail sheets (panels, batteries, etc.)
- Consistent with the above detail plans, Enyo will prepare additional visualizations to show proposed planting plans, fencing, and trails as viewed from the ROW, including more west facing views in order to best show impacts to mountain views.
- Other standard items required for a Preliminary Plat (preliminary grading and drainage plan, master utility plan, etc.)

Additionally, since our previous submittal Sugar Beet Solar reached agreements with landowners on September 12, 2022 on two parcels in unincorporated county that would be eligible for annexation. If the Town approves the PUD use for PK Chavez, LLC and PK Mead, LLC, then Sugar Beet Solar would like to apply for annexation on a second phase.

Reliable Infrastructure: This application is more than a solar project. The battery energy storage system would enhance sustainable electrical reliability to residents and businesses with the potential to provide power in the event of a grid outage. This reliability asset (battery storage) is currently unavailable in the region.

Public Safety: In ongoing siting efforts and consultation with the Town, Weld County, and Mountain View Fire Rescue the project team is working to optimally site the project's photovoltaic solar panels, access points, battery energy storage facility, and project substation. We have addressed land use, infrastructure, and environmental issues that have been identified to date. The system is monitored 24/7 and emergency services would be notified immediately in the event of a fire. The proposed development would include Hazard Mitigation Analysis, Hazard Consequence Analysis, and an Emergency Response Plan in order to ensure the project is safe.

Fiscal Stability: This project would add to the tax base without putting additional strain on roadways and city services such as schools, libraries, water, and emergency services. Our application includes an Economic Impact Analysis as a companion study as well as written statements about the proposed project to inform the review process. Sugar Beet Solar would provide reliable, safe, inexpensive electrical energy that would help attract new businesses, labor, and capital.

Connected Community: Sugar Beet Solar would dedicate approximately 17% of the property for open space and parks including an approximately 19-acre community park, 1.6 mile trail loop, and setbacks to maintain mountain views. When combined with the Mead Ponds and through subsequent Town master planning, the park properties could become a 30+ acre regional trailhead with the possibility for additional programmed uses such as a dog park, pickleball courts, community gardens, electric vehicle charging stations, and other amenities not currently found in Mead.

In summary, the project will be sustainably designed and maintained, quiet, low profile, and considerate of the environment and surrounding land uses. More importantly, Sugar Beet Solar will help implement the Town's goals and policies as a reliable source of economic development, clean energy, and mental and physical health for the next 40+ years.

We look forward to continuing our work with the Town's leadership, neighbors, and the Mead community to bring this important project to fruition.

Respectfully,

Sugar Beet Solar, LLC



Christine mikell (Sep 23, 2022 17:34 MDT)

Christine Watson Mikell, Manager



1635 Foxtrail Drive
Loveland, Colorado 80538
www.rlipuma.com

(970) 776-3292
Facsimile: (970) 776-3301
rich@rlipuma.com

10/20/2022

Town of Mead
Planning and Zoning Department
Attn: Jason Bradford, Community Development Director
441 Third Street
Mead, CO 80542

Re: Sugar Beet Solar Application for Development

Dear Mr. Bradford:

My name is Richard LiPuma, and I am the manager and legal representative of PK Mead, LLC and PK Chavez, LLC, which own the adjacent lands in the Town of Mead now being considered for development by ENYO Power Partners/Sugar Beet Solar LLC. I began representing the landowners in 2003, so I have been involved with this property for almost twenty years. I thought it might be helpful to share with you some history of the property since my involvement. I would also like to urge you to work in partnership with this solar power developer to allow the project to move forward to completion.

PK Mead and PK Chavez are Colorado limited liability companies originally formed by a long-time resident of Longmont and Berthoud, Karel Prochazka, MD, who formerly worked as an anesthesiologist at Longmont United Hospital. Dr. Prochazka is a dual citizen of the United States and the Czech Republic, and his investor partners, Petr Turek and Nadezda Turkova, are citizens of the Czech Republic. The PK Chavez parcel was previously owned by Mark and Deborah Schell, other longtime residents of the area. The subject lands were originally purchased with the intention of subdividing the property into parcels for single family dwellings. Toward this end, a development plat was prepared by PK Mead in cooperation with the Schells, and our efforts culminated in the formal Annexation Agreement with the Town of Mead dated May 12, 2009. My recollection is that we had good relations with the Town of Mead representatives, and even assisted in identifying property adjacent to ours that was owned by the Town and could be made into a park (it may be used differently today). For our part we have attempted to be excellent stewards of the land and we strive to maintain our good rapport with the Town of Mead.

Jason Bradford
Town of Mead, Planning and Zoning Dept.
October 19, 2022
Page Two

Unfortunately, as you may recall, the economy and especially the housing market suffered a severe downturn after 2008, just as we were proceeding with our development. This economic recession halted our plans. We leased the farm to our tenant farmer, Michael Litzenberger, and he has farmed there ever since that time. PK Chavez purchased the Schell portion of the farm in 2012, then a number of things happened that changed our plans for development. Most notably, Dr. Prochazka became disabled and could no longer practice anesthesiology. He decided to retire to his hometown of Liberec, Czech Republic. For many years, the property was simply operated as a farm. By 2019, with his health further deteriorating, Dr. Prochazka realized that he was not likely to return to Colorado to complete his land development projects, and a decision was made to sell off his properties. All of his other Colorado lands have now been sold—only our Mead farm remains.

In 2019, we first considered the possibility of selling the farm to a solar power producer. We granted a one-year option to JUWI, Inc., but they did not exercise the option. Unfortunately, they were not very communicative, and it is not clear to us whether they actually performed substantial diligence, or just decided for other reasons not to pursue the project. In March 2021, we sold the farm to a residential developer, Trig Point Capital, but again they opted out of the contract, citing unanticipated development costs and the feasibility of developing residential housing where the Highland Ditch runs through the middle of the property, and where there are many oil and gas-related easements. Based on our feedback from Trig Point, we again wished to explore the possibility of developing the parcel for solar energy production.

In October 2021, I began having discussions with Joe Martin, a landman at High West Resources, and he introduced me to Christine Mickell of ENYO Power Partners, who was interested in touring the farm to evaluate the potential for solar power development. Prior to the tour, I performed some additional diligence research, and in discussions with Dr. Prochazka and the other investor partners, we all agreed that we should pursue sale of the farm for solar power production for the following reasons:

- Previous water and energy development, including ditches, underground water pipelines, oil and gas pipelines and other oil & gas production infrastructure present certain difficulties for residential or commercial development on this particular site;

- Solar power is an inexhaustible, renewable and sustainable energy system that does not preclude residential or commercial development in the future, if needed;

- Solar power production is consistent with the State's goal of providing viable energy production with the least amount of environmental degradation, and no emission of greenhouse gasses that could contribute to climate change;

Jason Bradford
Town of Mead, Planning and Zoning Dept.
October 19, 2022
Page Three

-Solar power development would not emit toxic substances or contaminants into the air, land or water; there is no risk of acidifying land or water ecosystems; there is no emission of air or water contaminants that might trigger illnesses, cancer or respiratory diseases like asthma in our neighbors; there would be no waste or contamination of water and other hydrological resources, which are particularly important to our neighbors, like Mr. Litzenberger, who still pursue agriculture in the area;

-We believe solar energy development may also contribute local employment opportunities, and to the extent it contributes to reducing energy imports, it can help create wealth and other economic opportunities; and finally

-Based on our research and discussions, ENYO Power Partners/Sugar Beet Solar has been terrific to work with; they appear to be responsible and have been prompt in addressing any concerns we have raised; we expect them to contribute to the local tax base without unduly burdening the Town or its economy.

The option agreement that we entered into with Sugar Beet Solar on December 2, 2021 should provide adequate time for them to work through the Town of Mead's process. To date, Enyo has been very transparent and forthcoming with information. They have been a good partner and we have been impressed with their plans for the property as well as the efforts they have put forth to partner with the Town of Mead. It is our understanding that they intend to donate almost 17% of the land they are purchasing for open space as well as provide park amenities adjacent to the Mead ponds parcel. They have agreed to operate the solar farm for the next 40 years, leaving the community of Mead and the coming generation with land to develop later in ways that we might not even be able to imagine now.

In my experience, it is unique and notable when a business comes along that looks to partner with the Town with a plan to enhance the community rather than merely squeeze it for every cent. We are eager to see this project permitted, and we believe all parties would benefit. We are somewhat proud that the land we have owned for many years will now be turned into a sustainable use farm, generating clean power for the coming four decades. Please approve the Sugar Beet Solar application. If you have any questions for me, do not hesitate to reach out.

Jason Bradford
Town of Mead, Planning and Zoning Dept.
October 19, 2022
Page Four

Kind Regards,

LiPuma Law Associates, llc


/s/ Richard T. LiPuma

Richard T. LiPuma

/rtl

cc: Jennifer Vecchi, Principal Vecchi & Associates, LLC
Christine Mikell, ENYO Power Partners/Sugar Beet Solar LLC



1635 Foxtrail Drive
Loveland, Colorado 80538
www.rlripuma.com

(970) 776-3292
Facsimile: (970) 776-3301
rich@rlripuma.com

November 17, 2022

Town of Mead
Planning and Zoning Department
Attn: Jason Bradford, Community Development Director
441 Third Street
Mead, CO 80542

Re: Sugar Beet Solar Application for Development

Dear Mr. Bradford:

Thank you for hearing me at the Planning Commission Hearing last evening. I understood that the Commissioners requested more information regarding the potential for development of residences and light commercial; and that you were also requesting more time for a more comprehensive study of the financial impacts arising out of Sugar Beet Solar's proposal. I am providing additional information responsive to the Commissioners' request.

First please understand that my clients respectfully disagree that further study would serve the Town in any meaningful way. The hard truth is that development of residences has already been attempted, explored, and was determined to be "not feasible." Therefore, denial of the solar farm proposal would likely lead to a simple "no benefit" outcome for the Town. With the uncertainties of the current economy and rising interests rates, this period of "no benefit" probably would extend for many years. Approval, on the other hand, would provide a clear, immediate, positive benefit (both for the Town and for the larger surrounding community), *and* would preserve all of the benefits the Town hopes to achieve over the longer term. In 20-30 years, when the lifetime of the proposed solar facilities expires, circumstances may be more amenable to further residential and commercial development - the irrigation structures, like Highland Lake Lateral and the Supply Irrigating Ditch, may be converted to efficient underground pipelines by that time; oil and gas production in the area may subside and reduce the needs for existing transmission lines; irrigation water rights may be changed to domestic uses; and the Town will have a better idea of its further development needs.

Town of Mead Planning Commission
Jason Bradford, Community Development Director
November 17, 2022
Page Two

Please share with the Commissioners the attached documents. As I mentioned in my public comment, we did in fact sell this property to a residential developer, Trig Point Capital LLC, in February 2021. The Contract is attached. After performing extensive diligence inquiries, the developer terminated the Contract, and their Notice to Terminate dated June 24, 2021 is also attached. The reason stated by the developer for terminating was "Feasibility of building on site." It was explained to me by the developer, as I attempted to relate last evening, that:

The oil and gas/ pipeline easements make development complicated and the City is sensitive to those easements. They are supportive of up-zoning the density but that comes with access issues which would require another round of re-platting to be sure they accept the site plans presented.

Additionally, the Town apparently advised our previous developer that there was insufficient water supply for a residential development. Given these shortfalls, there is no current possibility for developing this site into residences and/or light commercial. My clients would like to cooperate with the Town, but have no viable options.

Approval of a solar farm for a defined period of 20-30 years, followed by reassessment of development needs would best preserve the Town's rights and benefits, now and in the future. As I have already expressed, the Town has a unique opportunity to work with Sugar Beet Solar, and its affiliate, ENYO Power Partners. They have been diligent, yet flexible, and I cannot think of a better partner for this type of development. Please approve the current proposal.

Kind Regards,

LiPuma Law Associates, llc



Richard T. LiPuma

/rtl

cc: Jennifer Vecchi, Principal Vecchi & Associates, LLC
Christine Mikell, ENYO Power Partners/Sugar Beet Solar LLC



Teal Nipp Employing Broker The Value Add Real Estate
Brokerage teal@seikouhomes.com
Ph: 7209840419

The printed portions of this form, except differentiated additions, have been approved by the Colorado
Real Estate Commission. (NTT44-6-18) (Mandatory 1-19)

**THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT
LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.**

NOTICE TO TERMINATE

Date: 6/24/2021

This Notice terminates the Contract dated 3/24/2021 between **PK Mead, LLC, and PK Chavez, LLC**, (Seller)
and **Trig Point Capital LLC, by Blane Harvey** (Buyer) relating to the sale and purchase of the Property
known as:

16129 County Road 5, Mead, CO 80542 (Contract). Terms used herein shall have the same meaning as in
the Contract.

BUYER'S NOTIFICATION OF UNSATISFACTORY CONDITION.

Buyer notifies Seller that the Contract is terminated (§ 25 Termination) because the following are unsatisfactory
to Buyer:

☐ Assumption Balance (§ 4.6)	☒ Due Diligence Documents, Leases (§ 10.6)
☐ Seller or Private Financing (§ 4.7)	☐ Zoning (§ 10.6) CBS 2, 3, 4
☐ New Loan Review (§ 5.2)	☐ Environmental, ADA Evaluation (§ 10.6) CBS 2, 3, 4
☐ Existing Loan Review (§ 5.4)	☐ Conditional Sale (§ 10.7)
☐ Conventional/Other Appraisal (§ 6.2)	☐ Lead-Based Paint (§ 10.10) CBS 1, 2, CBSF1
☐ Association Documents (§ 7.4)	☐ Methamphetamine Laboratory (§ 10.12) CBS 1, 2, CBSF1
☒ Record Title and Off-Record Title (§ 8.5)	☐ Tenant Estoppel Statements (§ 11.3) CBS 2, 3, 4
☐ New ILC or New Survey (§ 9.3)	☐ Causes of Loss, Insurance (§ 19.1)
☐ Inspection (§ 10.3)	☐ Damage, Inclusions and Service (§ 19.2)
☐ Insurability (§ 10.5)	☐ Condemnation (§ 19.3)
☐ Other:	☐ Short Sale Addendum (SSA38-10-11)
☒ Other: <i>Feasibility of building on site</i>	

SELLER'S NOTIFICATION OF UNSATISFACTORY CONDITION.

Seller notifies Buyer that the Contract is terminated (§ 25 Termination) because the following are unsatisfactory
to Seller:

☐ Seller Financing (§ 4.7)
☐ Credit Information (§ 5.3)
☐ Release of Liability (§ 5.4)
☐ Short Sale Addendum (SSA38-10-11)
☐ Other:

Terminating Party: ☒ Buyer ☐ Seller

28

Trig Point Capital LLC, by Blane Harvey Date: 6/24/2021

Name - Signature of Terminating Party: Trig Point Capital LLC, by Blane Harvey

29

NTT44-6-18. NOTICE TO TERMINATE

CTM eContracts - ©2020 MRI Software LLC - All Rights Reserved

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is made and entered into as of the 24th day of February 2021 (the “**Effective Date**”), by and between **PK Mead, LLC**, a Colorado limited liability company, and **PK Chavez, LLC**, a Colorado limited liability company, (collectively the “**Seller**”), and **Trig Point Capital LLC**, a Colorado limited liability company (the “**Buyer**”).

RECITALS

Buyer desires to purchase and Seller desires to sell the Property (as defined below) on the terms and conditions hereinafter documented.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual undertakings of the parties hereto, it is hereby agreed as follows:

1. **Purchase and Sale.** Subject to the terms and conditions of this Agreement, the Seller shall sell to Buyer, and Buyer shall purchase from the Seller, all of Seller’s right, title and interest in and to, the following:

(a) The land identified generally as 16129 County Road 5, Mead CO 80542, as legally described in **Exhibit A** (the “**Land**”);

(b) All of the rights, easements and appurtenances pertaining to the Land, including any and all of Seller’s interest, if any, to any subsurface rights, water rights, adjacent streets, alleys or rights-of-ways, regardless of whether those rights are defined in the legal description attached hereto in Exhibit A (the “**Related Rights**”);

(c) The improvements, other physical structures and fixtures on the Land (collectively, the “**Improvements**”);

(d) All furniture, fixtures, equipment and inventory located on the Land or within the Improvements and used exclusively in connection with the ownership, use, maintenance or operation of the property, including specifically the items described in **Exhibit B** (collectively, the “**Tangible Personal Property**”);

(e) Seller’s interest under and to the following (the “**Intangible Property**”) (i) Seller’s permits, surveys, engineering reports, architectural plans, including any as built construction plans, soils reports, environmental studies, any licenses or authorizations issued by any governmental authority with jurisdiction over the property. and (ii) any additional water or subsurface rights as attached to the property; and

(f) The Land, the Related Rights, the Improvements, the Tangible Personal, and the Intangible Property are collectively referred to as the “**Property**.”

2. **Purchase Price.** The purchase price for the Property (“**Purchase Price**”) is **Three Million One Hundred Forty Thousand and No/100 Dollars (\$3,140,000.00)**, which shall be paid in cash or by wire transfer of available funds at Closing, against which the Escrow Deposit shall be applied, subject to the adjustments specifically provided for in this Agreement. The Purchase Price will be allocated among the Land and Improvements, Tangible Personal Property and Intangible Property as agreed by Buyer and Seller prior to the expiration of the Examination

Period. If Buyer and Seller are unable to agree on the allocation of the Purchase Price as of the expiration of the Examination Period, buyer may terminate the contract without penalty and the Escrow Deposit will be returned to Buyer and neither party hereto shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement.

3. **Escrow Deposit.** Within four (4) business days after the Effective Date, Buyer shall deposit the sum of Twenty-five Thousand and No/100 Dollars (\$25,000.00) (which amount, together with all interest thereon (hereinafter the “**Escrow Deposit**”) with Land Title Guarantee Company, which company, in its capacity as escrow holder hereunder, is called “**Escrow Agent.**” The Escrow Deposit shall be delivered to Escrow Agent by wire transfer of immediately available federal funds or by bank or cashier’s check. Such amount shall be placed by Escrow Agent in an insured, interest bearing account and held by Escrow Agent as a deposit against the Purchase Price in accordance with the terms and provisions of this Agreement and credited against the Purchase Price at Closing. If Closing does not occur in accordance with the terms hereof, the Escrow Deposit shall be held and disbursed by Escrow Agent only as provided in this Agreement. In such case, this Agreement will terminate, the Escrow Deposit will be returned to Buyer and neither party hereto shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement.

4. **Due Diligence.**

(a) Seller shall deliver to Purchaser, within three (5) business days of the Effective Date the due diligence items listed on Exhibit C, to the extent the same are in the possession or control of Seller (the “**Seller Deliverables**” and together with all other information regarding the Property made available to Buyer by Seller, hereinafter collectively referred to as the “**Due Diligence**”).

(b) Buyer and Buyer’s authorized agents, employees, consultants, contractors and representatives shall have ninety (90) days from the Effective Date (the “**Examination Period**”) to review all matters pertaining to the Property, including all Due Diligence (defined below). Buyer shall have the right to terminate this Agreement for any reason or no reason at all on or prior to the expiration of the Examination Period by providing written notice thereof to Seller.

(c) Buyer and Buyer’s authorized agents, employees, consultants, contractors and representatives shall be authorized, upon a Twenty-Four (24) hour notice to Seller during the Examination Period, to enter upon the Property and to perform, at Buyer’s expense, such economic, surveying, engineering, topographic, environmental, marketing, and other tests, studies, inspections and investigations as Buyer may deem appropriate (including, without limitation, physical inspections of all Improvements, surveys, engineering tests, economic feasibility studies, soils, seismic and geologic reports and environmental testing and appraisals) with respect to the Property.

(d) Buyer is liable for all damage or injury to any person or property resulting from, relating to, or arising out of Buyer’s activities on the Property whether due to the acts of Buyer or any person acting by or on behalf of Buyer, but excluding the negligence or willful misconduct of Seller, and Buyer must keep the Property free and clear of any liens arising from work performed on behalf of Buyer in connection with its inspection activities. Buyer shall indemnify, defend and hold Seller harmless from and against any and all claims, costs, damages, liabilities, losses, expenses, or liens of any kind (including, without limitation, reasonable attorney’s fees) incurred by Seller directly resulting or arising out of or due to the activities of Buyer or its agents, consultants or contractors, from any

entry on the Property by Buyer or any of Buyer's agents in the course of performing the inspections, testing or inquiries provided for in this Agreement. The foregoing indemnity shall survive the termination of this Agreement.

(e) Title and Survey.

(i) Title Commitment. Within seven (10) days after the Effective Date, Seller shall cause Land Title Guarantee Company (which company, in its capacity as title insurer hereunder, is herein called the "**Title Company**") to deliver to Buyer, via hard copy or electronic format: (a) a current commitment for title insurance on the current form of ALTA Owners Policy (hereinafter, the "**Title Commitment**"), (b) legible copies of all documents listed as exceptions in the Title Commitment, and (c) a current certificate of taxes due (collectively, the "**Title Documents**"). Seller will use commercially reasonable efforts to have the so-called "standard printed exceptions" deleted from the Title Commitment, at Seller's expense, provided that Buyer delivers any updated Survey to the Title Company. Seller will deliver or cause the Title Company to deliver to Buyer, promptly after the Closing, an owner's title insurance policy issued by the Title Company insuring Buyer's title to the Property consistent with the Title Commitment (the "**Title Policy**"), subject only to the Permitted Exceptions (as defined below). Seller will pay the standard premium for such Title Policy at Closing including any additional premiums for extended coverage.

(ii) Survey. Seller will cause to be delivered to Buyer any ALTA/ACSM Survey of the Land and Improvements in Seller's possession (the "**Survey**"). Buyer may, at Buyer's cost, cause the Survey to be updated and certified to Buyer and the Title Company and such other parties as Buyer may reasonably request. If no survey exists, buyer shall have the right to perform a survey during the examination period.

(iii) Title and Survey Objections. Buyer shall notify Seller in writing not later than five (5) business days prior to the expiration of the Examination Period (the "**Title Objection Deadline**") of any encumbrances, restrictions, easements or other matters contained in the Title Commitment or the Survey (collectively, the "**Exceptions**") to which Buyer objects. Any Exceptions to which Buyer does not object to in writing on or before the Title Objection Deadline shall be deemed accepted by Buyer. In the event Buyer notifies Seller of objections to any Exceptions in writing on or before the Title Objection Deadline, Seller shall have the obligation to notify Buyer in writing not later than one (1) business day prior to the end of the Examination Period following Seller's receipt of Buyer's notice of objections ("**Seller's Title Election Period**"), (A) which Exceptions Seller will remove at Closing, (B) which Exceptions the Title Company has agreed to insure over in the Title Policy to be issued at Closing (together with the proposed form of endorsement), and (C) which Exceptions will not be removed or insured over. If Seller fails to give Buyer written notice of such election before the end of Seller's Title Election Period, Seller shall be deemed to have elected not to attempt to remove the Exceptions to which Buyer objects.

(iv) Buyer Remedy. On or before expiration of the Examination Period, in the event Seller has not agreed to remove all Exceptions to which Buyer objects, then Buyer shall have the right to elect one, but not both, of the following options, which election must in each case be made within the time period provided below: (x) to accept a conveyance of the Property subject to the Permitted Exceptions, including any Exceptions objected to by Buyer which Seller is unwilling or unable to cure or Exceptions the Title Company has not agreed to insure over, and without reduction of the Purchase Price; or (y) to terminate this Agreement by sending written notice thereof to Seller, and upon delivery of such notice of termination, this Agreement shall terminate and the Escrow Deposit

shall be returned to Buyer, and thereafter neither party hereto shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement.

(v) Permitted Exceptions. Title to the Land conveyed to Buyer at Closing shall be subject to the following matters which shall be collectively referred to as "**Permitted Exceptions**": (A) any items contained in the Title Commitment to which Buyer does not object to on or before the Title Objection Deadline in accordance with Sections 4(e)(iii) above, (B) the lien to secure taxes and assessments not yet due and payable as of the date of Closing, subject to adjustment as herein provided, (C) such state of facts as may be shown on a survey or site plan for the Property, except to the extent Seller agrees to cure any such matters pursuant to Section 4(e)(iii) hereof, and (D) matters affecting title created by, on behalf of, or with the consent of Buyer.

(vi) Monetary Encumbrances. Notwithstanding the foregoing provisions of this Section 4(e), Seller shall be obligated to cause any mortgages/deeds of trust or similar liens, other monetary liens, mechanic's liens or judgment liens, regulatory agreement, or fine and penalty assessed for violation of building or other codes or any other matter that arose as a result of a payment obligation of Seller that encumbers the Land or Improvements to be removed as exceptions to the Title Policy on or before the Closing Date. Seller may use the Purchase Price to effectuate such release concurrently with the Closing. Such actions shall include obtaining a payoff letter at or prior to Closing and leaving a portion of the Purchase Price in escrow to satisfy any of the foregoing liens.

(f) Service Contracts. Buyer shall notify Seller in writing not later than five (5) business days prior to the expiration of the Examination Period of any contracts or agreements pertaining to the Property which Buyer desires to assume at Closing, and which, by its express terms, may be assumed at the Closing (the "**Approved Contracts**"). Seller shall have until one (1) business day prior to the expiration of the Examination Period to notify Buyer, in writing, of its agreement to lawfully assign such Approved Contracts. All other Service Contracts (the "**Disapproved Contracts**") will be terminated by Seller effective on or before the Closing. Seller shall assign its rights and interests under the Approved Contracts to Buyer at the Closing pursuant to the Bill of Sale and General Assignment and Assumption in substantially the form attached hereto as Exhibit E and made a part hereof.

5. Financing Contingency; Termination. Buyer shall have 30 days after the expiration of the Examination Period, to terminate this Agreement if Buyer is not able to secure acquisition financing on terms acceptable to Buyer. In such event, Buyer shall give written notice of such termination to Seller and Escrow Agent. Upon such termination, the Escrow Deposit shall be refunded to the Buyer and no party shall have any further rights, duties, obligations or liabilities under this Agreement except those which expressly survive termination of this Agreement. If Buyer fails to timely notify the Seller and Escrow Agent that it no longer intends to acquire the Property within the time period, Buyer shall be deemed to have waived its right to terminate pursuant to this Section 4(g) and to have elected to move forward with the purchase of the Property subject to the terms of this Agreement. Notwithstanding the foregoing, Buyer shall have the one (1) time right to extend the time for Close of Escrow by thirty (30) days by making an additional deposit to Seller in the amount of Ten Thousand Dollars (\$10,000.00). Said sum will be applicable to the Purchase Price herein; however, shall be non-refundable to Buyer except in the event of Seller's default.

6. Representations and Warranties.

(a) Representations, Warranties, and Covenants of Seller. Except as set forth in this Agreement, and subject to Buyer's knowledge, Seller hereby warrants and represents and

covenants to Buyer (collectively, "**Seller Representations**") the following statements are true on the date of this Agreement and shall be true and correct on the Closing Date:

(i) Seller is duly organized, validly existing and in good standing under the laws of the state of its formation. Seller is duly authorized and qualified to do business in the state where the Property is located. Seller has the right and authority to enter into this Agreement and to transfer the Property pursuant to this Agreement. The person signing this Agreement on behalf of Seller is authorized to do so. This Agreement has been duly authorized, executed and delivered by Seller, is a valid and binding obligation of Seller and is enforceable against Seller in accordance with its terms.

(ii) No condemnation proceedings are pending against the Property, nor has any written notice from a governmental authority threatening condemnation been received.

(iii) Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986.56

(iv) Seller's Federal Tax Identification Number is [insert number in numbers].

(v) Seller is solvent and has not filed for itself any petition under Federal bankruptcy law or any Federal or state insolvency laws.

(vi) Seller is not acting directly for or on behalf of any party that is prohibited from engaging in this transaction due to any United States government embargos, sanctions, or terrorism or money laundering laws, including, without limitation, due to such party being (1) subject to United States government embargos or sanctions, (2) in violation of terrorism or money laundering laws, or (3) listed on a published United States government list (e.g., Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control) or other lists of similar import.

(vii) All persons or entities presently employed or retained in connection with the operation and maintenance of the Property, if any, are employed or retained by the Seller, and, unless otherwise directed by Buyer in writing prior to Closing, shall be terminated as of the day prior to the Closing Date. No proration of management fees, salaries or benefits shall be made with respect to Seller's property management agent or any of such employees.

(viii) There are no pending real estate tax valuation contests or real estate tax appeals made by or on behalf of Seller.

(ix) No consent, waiver, approval, or authorization of, or filing, registration, or qualification with, or notice to, any Governmental Authorities or any other entity or person (including without limitation, its directors or shareholders if Seller is a corporation, or its partners, if Seller is a partnership) is required to be made, obtained, or given by Seller in connection with the execution, delivery, and performance of this Contract, except such consent, waiver, approval, authorization, filing, registration or qualification which has been made, obtained or given. The joinder of no entity or person other than Seller will be necessary to convey the Property fully and completely to Purchaser upon Closing.

(x) There are no unsatisfied mechanics' or materialmen's lien rights concerning the Property.

(xi) There is no action, suit, proceeding or claim affecting the Property or any portion thereof, or affecting Seller and relating to or arising out of any leases or the ownership, operation, use or occupancy of the Property pending or being prosecuted before or by any Governmental Authorities nor, to the best of Seller's knowledge, is any such action, suit, proceeding or claim threatened or being asserted.

(xii) There are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relief laws contemplated or filed by Seller or pending against Seller or the Property.

(xiii) To the best of Seller's knowledge, the Property, and its use and operation, are in compliance with applicable building codes, environmental, zoning, subdivision and land use laws, and other federal, state and local laws, rules, regulations and ordinances. Seller has not received any notices from any Governmental Authorities or private citizen pertaining to any violation of any such law, rule, regulation or ordinance, and, to Seller's knowledge, no such notices are pending or threatened. Seller has produced or otherwise made available to Purchaser all of the Seller Disclosures, and there are no other documents or information included within the definition of Seller Disclosures that have not been provided to the Purchaser. To Seller's knowledge, none of the Seller Disclosures contains any untrue statement of a material fact or omits to state a fact necessary to make the statement of fact contained therein not misleading in any material respect.

(xiv) To the best of Seller's knowledge, all information and documents provided to Purchaser in connection with this contract, including, without limitation, all disclosures, reports, leases, estoppel certificates, rent roll, operating statements, and the other agreements are true, correct and complete in all material respects.

(xv) Seller, and to its knowledge Tenant, has not caused any generation, location, storage, or release upon, under or about the Property of any hazardous materials in violation of applicable environmental law; (b) with respect to Seller's ownership and operation, the Property is, and has been for the past five (5) years, in compliance with all applicable environmental laws and/or environmental permits; (c) Seller has not received, and to its knowledge Tenant has not received, any written claim or notice of potential responsibility or liability alleging that Seller (or Tenant) is or should be liable under any environmental law or to any person, including without limitation those based upon (i) the environmental condition of the Property, (ii) the release or threatened release of any pollutant, hazardous waste or hazardous substance at or from the Property, and/or (iii) the handling, storage, treatment and/or disposal of any substance, material, or product on the Property; (d) Seller, and to its knowledge Tenant, is not conducting, completing or performing any cleanup, remediation or corrective action on the Property to address a release of any hazardous substances; (e) to Seller's knowledge there have been no releases of hazardous materials from any adjacent or adjoining properties that have impacted or migrated on, under or through the Real Property; and (f) to Seller's knowledge there are no polychlorinated biphenyls, radioactive materials, lead, asbestos-containing material, per- and polyfluoroalkyl substances, incinerator, sump, surface impoundment, lagoon, landfill, septic, wastewater treatment or other disposal system or underground storage tank (active or inactive) present at, on or under the Property.

(b) Representations, Warranties and Covenants of Buyer. Buyer hereby represents, warrants and covenants to Seller the following statements are true on the date of this Agreement and shall be true and correct on the Closing Date:

(i) Buyer is duly organized and validly exists under the laws of the state of its formation, and, at Closing, shall be qualified to do business in the state in which the Property is located. Buyer has the right and authority to enter into this Agreement. The person signing this

Agreement on behalf of Buyer is authorized to do so. The execution and delivery of this Agreement or any other document in connection with the transactions contemplated by this Agreement will not violate any provision of Buyer's organizational documents or of any regulations or laws to or by which Buyer is bound. This Agreement has been duly authorized, executed and delivered by Buyer, is a valid and binding obligation of Buyer and is enforceable against Buyer in accordance with its terms.

(ii) Buyer is not a person with whom Seller is prohibited from engaging in this transaction due to any United States government embargos, sanctions, or terrorism or money laundering laws, including, without limitation, due to Buyer or any party that has ownership in or control over Buyer being (1) subject to United States government embargos or sanctions, (2) in violation of terrorism or money laundering laws, or (3) listed on a published United States government list (e.g., Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control) or other lists of similar import.

(c) Limitations. The representations and warranties of Seller and Buyer set forth in Sections 5(a) and 5(b), respectively, shall survive the Closing for a period of twelve (12) months.

(d) Seller's Covenants. Seller covenants with Buyer, from the Effective Date until the Closing or earlier termination of this Agreement, as follows:

(i) Operation of Property. Seller shall operate and maintain the Property in a manner generally consistent with the manner in which Seller has operated and maintained the Property prior to the Effective Date, ordinary wear and tear, casualty and condemnation excepted.

(ii) Execution of New Contracts. After the Effective Date, Seller shall not, without Buyer's prior written consent in each instance, enter into, extend or renew any contract or agreement that will be an obligation affecting the Property or binding on Buyer after the Closing and which is not terminable upon ninety (90) days' notice or less, without the consent of Buyer which shall not be unreasonably withheld, conditioned or delayed. Any new service contract entered into by Seller shall constitute a "**Service Contract**", respectively, for purposes of this Agreement.

7. Closing Conditions.

(a) Buyer's obligation to consummate the transactions contemplated by this Agreement are conditioned upon fulfillment of the following conditions, each of which may be waived by the Buyer in writing:

(i) Representations and Warranties. Except as otherwise disclosed to Buyer, all of Seller's Representations shall be true and correct in all material respects, as of Closing.

(ii) No Breach. Seller shall have performed in all material respects its obligations contained in this Agreement required to be performed on or prior to the Closing Date.

(iii) Title Insurance. Subject to Buyer's satisfaction of any Buyer requirements in connection with such issuance, the Title Company shall be prepared to issue to Buyer at Closing the Title Policy, dated the date of Closing, insuring Buyer's title subject to the Permitted Exceptions.

(iv) Condition of Property. Seller shall deliver the Property in the same manner and condition as prior hereto pursuant to its normal course of business, subject to reasonable wear and tear and further subject to destruction by casualty and taking by eminent domain in accordance with Section 10 below.

If all of or any of the above conditions are not satisfied as of Closing, Buyer shall have the right, at its option to: (a) to waive such condition(s) and proceed to Closing, (b) to terminate this Agreement whereupon the Escrow Deposit shall be refunded to Buyer, and thereafter neither party shall have any further obligation hereunder.

(b) Seller's obligation to proceed to Closing is conditioned upon the satisfaction of the following conditions, provided that Seller may, in its sole discretion, elect to waive any such condition in writing:

(i) Buyer's Representations. All of Buyer's representations and warranties made shall be true and correct in all material respects as of Closing.

(ii) No Prohibition. As of Closing, there shall be no prohibition on Seller paying or prepaying any debt related to the Property and no consent or approval by any lender, governmental authority or any other person or entity required which has not been obtained.

(iii) No Breach. Buyer shall have performed in all material respects its obligations contained in this Agreement required to be performed on or prior to the Closing Date.

8. Closing.

(a) Closing Date. The purchase and sale contemplated herein shall close (the "Closing") by the mutual exchange of documents through Escrow Agent on the date that is on or before sixty (60) days following the Examination Period (the "Closing Date").

(b) Prorations; Adjustments. All income and operating expenses (other than for debt service, insurance premiums, or compensation, benefits or, commissions and fees due, accruing, deferred or outstanding to any employee or under any property management or, affiliate agreements, and/or commission agreements, and costs and expenses for any improvements to the Property contracted for and/or performed prior to Closing, all of which shall be paid by Seller at Closing), shall be prorated (utilizing the actual number of days remaining in such month or year, as applicable) by Buyer and Seller as of 11:59 p.m. MST on the day of the Closing Date (i.e., Seller is entitled to the income and responsible for the expenses on the day of Closing), as follows:

(i) General, special, ad valorem, personal property, and other property taxes and assessments imposed by any governmental authority and any association assessments, fees and dues (collectively, the "Taxes") for the then-current calendar year should be prorated as of the Closing based on the most recent mill levy and assessed valuation, which proration shall be final. If any Taxes for the current tax year (or any prior year) have not been paid before Closing, then Seller shall be charged at Closing (and Buyer shall receive a corresponding credit at Closing) an amount equal to that portion of such taxes, assessments and fees which relates to the period prior to the Closing, and Buyer shall be responsible for the payment of that portion of such taxes, assessments and fees which relate to the period commencing on the Closing Date and continuing thereafter.

(ii) All utility bills for the Property shall be prorated. Final meter readings on all utilities charged to the Property shall be made as of the day preceding the Closing Date. Seller shall arrange for and shall pay for final billings of utilities to the day preceding the Closing Date, and Buyer shall be responsible for utilities used on or after the Closing Date.

(iii) All payments required under those Approved Contracts to be assumed

by Buyer shall be prorated.

(iv) Any other operating expenses or other items pertaining to the Property which are customarily prorated between a purchaser and a seller in comparable commercial transactions in the area in which the Property is located shall be prorated according to local custom.

(c) Closing Costs. Seller shall be charged the following amounts at Closing: (i) the cost of the Title Policy to be issued by the Title Company in the amount of the Purchase Price, including ALTA Extended Coverage, (ii) one-half (1/2) of the escrow fee, and (iii) the cost to remove any monetary encumbrances from the Title Policy (not caused by Buyer) and associated recording costs. (iv) the cost of all transfer taxes owed to any state, county or city taxing authority or instrumentality (v) the cost of any associated water transfer fees which shall be limited to a total cost of \$1500 with any excess costs being a cost to the buyer. Buyer shall be charged the following amounts at Closing: (i) one-half (1/2) of the escrow fee, (ii) the cost of all recording fees owed in connection with the recordation of the Deed and any other Closing documents (other than the cost to record any satisfactions with respect to monetary encumbrances, which recording costs shall be paid by Seller), and (iii) the cost for an updated ALTA Survey if applicable. Seller and Buyer shall each be responsible for the legal fees and expenses incurred by their respective counsel. The provisions of this Section 7(c) shall survive the termination of this Agreement and the Closing.

(d) Closing Documents.

(i) Seller's Closing Documents. As part of the Closing, Seller will deliver to the Escrow Agent:

(a) a duly executed Special Warranty Deed conveying fee simple title (the "**Deed**") in substantially the form attached as Exhibit D; If Buyer is to receive any rights to water including, but not limited to, subsurface water interests, Well Rights, Water Stock Certificates, ditch rights or Water and Sewer Taps, Seller agrees to convey such rights to Buyer by executing an additional form of special warranty deed at Closing.

(b) two (2) duly executed counterparts of a Bill of Sale and General Assignment and Assumption in substantially the form attached as Exhibit E ("**Bill of Sale and Assignment**"); agreement if applicable

(c) such evidence as the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Seller;

(d) an affidavit duly executed by Seller and in customary form that Seller is not a foreign person within the meaning of Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act;

(e) a title insurance affidavit as is customarily required by the Title Company, duly executed by Seller, in the form and content satisfactory to Seller and the Title Company and sufficient to allow the Title Company to remove the standard exceptions from the Title Commitment;

(f) an executed settlement statement setting forth the amounts paid by or on behalf of or credited to Buyer and Seller;

(g) a valid and effective pay-off statement for any and all mortgages and other similar liens on the Property; and

(h) such other documents, instruments or writings reasonably required to consummate the transactions contemplated herein.

At the Closing, Seller also shall deliver to Buyer: (A) originals, or copies if originals are not available, of the Approved Contracts assumed by Buyer at Closing and all licenses and permits, if any, in Seller's possession, together with property files and records which are in Seller's possession (provided that Seller may retain copies of any such files and documents as it deems necessary); and (B) possession and occupancy of the Property subject to the Permitted Exceptions.

(ii) Buyer's Closing Documents. As part of the Closing, Buyer will deliver the following to the Escrow Agent:

(a) good federal funds in an amount equal to the Purchase Price, less the Escrow Deposit (which shall be delivered by Escrow Agent to Seller at Closing) and plus or minus prorations and adjustments as provided for herein;

(b) two (2) duly executed counterparts of the Bill of Sale and Assignment;

(c) two (2) duly executed counterparts of the non-compete agreement;

(d) such evidence as the Seller or the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Buyer;

(e) an executed settlement statement setting forth the amount paid by or on behalf of or credited to Buyer and Seller; and

(f) all other documents, instruments or writings which may be reasonably required to consummate the transactions contemplated herein.

9. Escrow Agent. This paragraph sets forth all of the responsibilities of the Escrow Agent pursuant to this Agreement, and the parties agree that such duties are ministerial in nature. However, Escrow Agent's signature hereon shall not be a prerequisite to the binding nature of this Agreement on Buyer and Seller. Escrow Agent is expressly authorized to rely upon a notice delivered to it by Buyer and Seller without any duty to investigate the sufficiency, manner of execution, or validity of any such notice. Escrow Agent shall not be required to determine whether or not the terms and conditions of this Agreement have been complied with by the parties. Escrow Agent shall not at any time be held liable for actions taken or omitted to be taken in good faith and without gross negligence. Escrow Agent is hereby relieved of all liability under this Agreement except for fraud, gross negligence, or willful misconduct. The parties agree to save and hold Escrow Agent harmless from any loss and from any claims or demands arising out of its actions hereunder and hereby agree to indemnify Escrow Agent from any claims or demands for losses arising out of its activities hereunder, including without limitation, court costs, reasonable attorney's fees, and expenses. The Escrow Agent may be removed at any time by an instrument or concurrent instruments in writing delivered to the Escrow Agent signed by Buyer and Seller.

10. **Casualty and Condemnation.** Seller agrees to keep its customary property and casualty insurance covering the Property in effect until the Closing and shall promptly notify Buyer of any casualty or condemnation action or proceeding. If between the Effective Date and the Closing the Improvements on the Property are destroyed or damaged, in whole or in part, or if condemnation proceedings are commenced against all or a portion of the Property, Buyer may (i) terminate this Agreement or (ii) elect to accept the Property in its then condition, in which event Seller will assign to Buyer at Closing all proceeds of insurance and/or condemnation awards payable to Seller by reason of such damage or condemnation. Unless Buyer has terminated this Agreement, Seller shall not settle insurance claims or condemnation awards prior to Closing without Buyer's express written consent, which shall not be unreasonably withheld, denied, conditioned or delayed.

11. **Miscellaneous.**

(a) **Notices.** All notices required or permitted hereunder must be in writing and shall be served on the parties at the following address:

As to Buyer: Trig Point Capital
PO Box 103431, Denver CO 80210
Attn: Blane Harvey
Phone: (303)667_-1074____
Email: blane.harvey@gmail.com

As to Seller: Pk Chavez LLC
1635 Foxtrail Dr. Loveland, CO 80538
Attn: _____
Phone: (____)_____
Email: _____

Pk Mead LLC
1521 Diamond Wall Drive Berthoud, CO 80513
Attn: _____
Phone: (____)_____
Email: _____

With a copy to: Blane Harvey
2650 S Vine Street
Denver, CO 80210
Phone: (303) 667 1074
Email: blane.harvey@gmail.com

As to Escrow Agent: Land Title Guarantee Co.
3033 East First Avenue,
Suite 600
Denver, CO 80206
Attn: Kelley Hanlon
Phone: 303.331.6271 x6271
Email: khanlon@ltgc.com

Any such notices may be sent by: (a) certified mail, return receipt requested, in which case notice will be deemed delivered three (3) business days after deposit, postage prepaid in the U.S. mail; or (b) a nationally recognized overnight courier, in which case notice will be deemed delivered on the date deposited with such overnight courier; or (c) email transmission, in which case notice will be deemed delivered upon electronic verification that transmission to recipient was completed; or (d) personal delivery. Rejection or refusal to accept or the inability to deliver because of change of address of which no notice was given shall be deemed to be received as of the date such notice was deposited in the mail, delivered to the courier or sent via electronic form. All notices must be sent to each party in the same manner and at the same time. The above addresses may be changed by notice to the other party; provided that no notice of a change of address will be effective until actual receipt of such notice. Notice to an attorney for a party shall be deemed sufficient and proper notice to the party represented by such attorney.

(b) Parties Bound; Governing Law. This Agreement is binding upon and shall inure to the benefit of the respective legal representatives, successors, assigns, heirs, and devisees of the parties. This Agreement shall be governed by and interpreted in accordance with the substantive, internal laws of the state where the Property is located without giving effect to conflict of laws principles thereof, and shall not be construed strictly against the drafter thereof.

(c) Assignment. Prior to Closing, Buyer shall have the right to assign this Agreement to an entity controlled by, controlling or under common control with Buyer, provided that Buyer delivers to Seller no later than two (2) days prior to the Closing Date a written assignment and assumption agreement under which the assignee assumes all of Buyer's obligations under this Agreement.

(d) Remedies for Non-Performance; Attorneys' Fees.

(i) In the event any of the following occur which has not been cured within ten (10) days after Buyer's written notice thereof to Seller: (A) the transaction herein provided shall not Close by reason of a default by Seller under this Agreement (but only to the extent such breach or default is not due to a default or breach by Buyer), or (B) a default by Seller, in a material respect, of any of Seller's covenants or obligations under this Agreement, then Buyer may as Buyer's sole and exclusive remedies elect one of the following: (i) complete the Closing hereunder, thereby waiving such default and any right to terminate this Agreement, OR (ii) seek specific performance and an award for reasonable attorney's fees actually incurred and costs related to the same

(ii) If Buyer shall breach any of the material terms or provisions of this Agreement or otherwise default prior to the Closing (but only to the extent such breach or default is not due to a default or breach by Seller), and shall fail to cure such breach or default within ten (10) days following written notice thereof given by Seller to Buyer, Seller's sole remedy shall be to terminate this Agreement and to be paid the Escrow Deposit as liquidated damages. Upon default of Buyer and expiration of the applicable grace period (if any), and upon receipt of a written notice from Seller that Buyer is in breach of one or more of its obligations under this Agreement and, as a consequence thereof, Seller has elected to terminate this Agreement, Escrow Agent immediately shall disburse to Seller the Escrow Deposit. Upon termination of this Agreement by Seller and payment to Seller of the sum of liquidated damages, neither party shall have any further obligation or liability hereunder, except indemnity obligations contained herein.

IN CONNECTION WITH THE FOREGOING, THE PARTIES RECOGNIZE AND AGREE THAT IT WOULD BE EXTREMELY DIFFICULT AND IMPRACTICABLE TO ASCERTAIN THE EXTENT OF DETRIMENT TO SELLER OR TO REMEDIATE ACTUAL DAMAGES TO SELLER CAUSED BY THE BREACH BY BUYER UNDER THIS AGREEMENT AND THE FAILURE OF THE CONSUMMATION OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT OR THE AMOUNT OF COMPENSATION SELLER SHOULD RECEIVE AS A RESULT OF BUYER'S BREACH OR DEFAULT. IN THE EVENT THIS AGREEMENT IS NOT TERMINATED ON OR BEFORE THE EXPIRATION OF THE EXAMINATION PERIOD AND THE SALE CONTEMPLATED HEREBY SHALL NOT BE CONSUMMATED ON ACCOUNT OF BUYER'S DEFAULT (ALL CONDITIONS OF CLOSING HAVING BEEN SATISFIED OR WAIVED IN WRITING BY BUYER), THE PARTIES AGREE THAT THE ESCROW DEPOSIT IS THE PARTIES' REASONABLE ESTIMATE OF SELLER'S DAMAGES RESULTING FROM SUCH DEFAULT BY BUYER. SELLER AND BUYER AGREE THAT THIS SECTION IS INTENDED AND DOES LIQUIDATE THE AMOUNT OF DAMAGES DUE SELLER, AND SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY IN LAW OR AT EQUITY UNDER THIS AGREEMENT BY REASON OF SUCH DEFAULT, SUBJECT TO THE PROVISIONS OF THIS AGREEMENT THAT EXPRESSLY SURVIVE A TERMINATION OF THIS AGREEMENT AND THE PARTIES SHALL TAKE SUCH ACTION AS MAY BE REQUIRED TO CAUSE THE ESCROW DEPOSIT TO BE DELIVERED TO SELLER.

RL RL
Seller's Initials

BH
Buyer's Initials

The obligations of the parties contained herein are intended to be binding only on the rights of the parties in the Property and resort shall not be had to the private properties of any of the managers or members of such party and any manager or member of such party shall have no personal liability pursuant to this Agreement or any document executed in connection with the transactions contemplated by this Agreement. Notwithstanding any limitation on remedies or amounts recoverable set forth elsewhere herein, if any action is brought by either party against the other party, the prevailing party will be entitled to recover court costs incurred and reasonable attorneys' fees at trial, upon appeal and on any petition for review.

(e) Calculation of Time Periods. Time is of the essence in the performance of each of the parties' respective obligations contained herein. Unless the context otherwise requires, all periods terminating on a given day, period of days, or date shall terminate at 11:59 p.m. (Mountain Time) on such date or dates and references to "days" shall refer to calendar days except if such references are to "business days" which shall refer to days which are not a Saturday, Sunday or legal holiday. Notwithstanding the foregoing, if any period terminates on a Saturday, Sunday or legal holiday, under the laws of the State of Colorado, the termination of such period shall be on the next succeeding business day. The time in which any act provided under this Agreement is to be done, shall be computed by excluding the first day and including the last day, unless the last day is a Saturday, Sunday or legal holiday under the laws of the State of Colorado, and then it is also so excluded.

(f) Modifications; Entire Agreement; Severability. This Agreement may only be amended by a writing signed by Buyer and Seller (and Escrow Agent but only to the extent the rights and responsibilities of Escrow Agent are affected by such amendment). This Agreement and any other document to be furnished pursuant to the provisions hereof embody the entire agreement and understanding of the parties hereto as to the subject matter contained herein. There are no restrictions,

promises, representations, warranties, covenants, or undertakings other than those expressly set forth or referred to in such documents. This Agreement and such documents supersede all prior agreements and understandings among the parties with respect to the subject matter hereof. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement.

(g) Time of the Essence. Time (including, without limitation, the date specified as the Closing Date) is of the essence of this Agreement.

(h) Facsimile, Electronic and Counterpart Signatures. Executed copies of this Agreement or any amendments hereto delivered via facsimile or other electronic means, including email, shall be binding upon the parties, and copies of signatures appearing hereon or on any amendments hereto shall be deemed to be original signatures. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(i) Tax Deferred Exchange. Each party shall cooperate with the other party in the event a party hereto elects to close the sale of the Property as part of a tax-deferred exchange under and pursuant to Section 1031 of the Internal Revenue Code, as amended and restated; provided, that, such exchange shall not impose upon the non-exchanging party any additional liability or financial obligation related to or arising from the exchanging party's exchange and the exchanging party shall hold the non-exchanging party harmless from any liability arising from such exchange, and (ii) the consummation of a tax-deferred exchange shall not be a condition precedent to the exchanging party's obligations hereunder.

(j) Confidentiality. Seller and Purchaser hereby covenant and agree that, at all times after the date hereof and prior to the Closing, unless consented to in writing by the other Party, no press release or other public disclosure concerning this transaction shall be made, and each Party agrees to use its good faith efforts to prevent disclosure of (a) the elements and existence of this transaction, or (b) any information provided by one Party to the other Party in connection with this transaction, other than (1) to agents, affiliates, employees, representatives and consultants of the Parties who are involved in the ordinary course of business with this transaction and prospective investors and lenders, all of which shall be instructed to comply with the nondisclosure provisions hereof; (2) in response to lawful process or subpoena or other valid or enforceable order of a court of competent jurisdiction; and (3) in any filings with governmental authorities required by reason of the transactions provided for herein.

(k) Brokerage Commission. Seller and Buyer respectively represent that there are no brokers or other intermediaries entitled to receive brokerage commissions or fees or other compensation out of or with respect to the sale of the Property, other than Teal Nipp of VareCo Brokerage and Blane Harvey of Your Castle Realty who are acting solely as Buyer's broker in this transaction of which will be compensated by Seller in the amount of 4% of the total purchase price to be split between both parties. Seller and Buyer shall indemnify and save and hold each other harmless from and against all claims, suits, damages and costs incurred or resulting from the claim of any person that a commission, fee or remuneration is due in connection with this transaction pursuant to a written agreement made with said claimant. The provisions of this Section 11(j) shall survive the Closing or any termination of this Agreement.

(l) Brokerage Disclosure: Blane Harvey, a Member and Manager of Trig Point Capital LLC is a licensed real-estate broker in the state of Colorado

12. AS-IS, WHERE-IS SALE. THIS TRANSACTION IS AN AS-IS, WHERE-IS SALE WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY TYPE EXCEPT AS CONTAINED IN SELLER'S DEED AND THIS AGREEMENT. SELLER EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE AND ANY OTHER REPRESENTATION OR WARRANTY OF ANY TYPE RELATIVE TO THE PROPERTY. BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO MADE OR FURNISHED BY SELLER, THE MANAGERS OF THE PROPERTY, OR ANY REAL ESTATE BROKER OR AGENT REPRESENTING OR PURPORTING TO REPRESENT SELLER, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT. BUYER ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD "AS-IS."

BUYER REPRESENTS TO SELLER THAT BUYER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS BUYER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO. OTHER THAN SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT, UPON CLOSING, BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INVESTIGATIONS, AND BUYER, UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER (AND SELLER'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH BUYER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER (AND SELLER'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY.

13. Exhibits and Schedules. The following schedules or exhibits attached hereto shall be deemed to be an integral part of this Agreement:

EXHIBIT A

LEGAL DESCRIPTION

<u>EXHIBIT B</u>	LIST OF TANGIBLE PROPERTY
<u>EXHIBIT C</u>	DUE DILIGENCE
<u>EXHIBIT D</u>	DEED
<u>EXHIBIT E</u>	BILL OF SALE AND ASSIGNMENT

[Remainder of page intentionally blank – Signatures on Next Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date, intending to be legally bound.

SELLER:

PK CHAVEZ, LLC

a Colorado limited liability company

By: Richard LiPuma 03/24/2021
Name: Richard LiPuma
Its: _____

PK MEAD, LLC

a Colorado limited liability company

By: Richard LiPuma 03/24/2021
Name: Richard LiPuma
Its: _____

BUYER:

Trig Point Capital LLC,

a Colorado limited liability company

By: Blane Harvey 03/20/2021
Name: Blane Harvey
Its: _____

[end of signatures]

EXHIBIT A

LEGAL DESCRIPTIONS OF PARCELS

PK CHAVEZ LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 8, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH P.M., FROM WHENCE THE WEST QUARTER CORNER OF SAID SECTION 8 BEARS SOUTH 88 DEGREES 30 MINUTES 24 SECONDS WEST, AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO: THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8, SOUTH 01 DEGREES 22 MINUTES 22 SECONDS EAST, A DISTANCE OF 2662.67 FEET, MORE OR LESS TO THE SOUTHEAST CORNER OF SAID SECTION; THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, SOUTH 88 DEGREES 31 MINUTES 57 SECONDS WEST, A DISTANCE OF 1105.88 FEET; THENCE ALONG THE APPROXIMATE WESTERLY BANK OF AN EXISTING DITCH, NORTH 05 DEGREES 02 MINUTES 14 SECONDS WEST, A DISTANCE OF 546.57 FEET; THENCE NORTH 32 DEGREES 07 MINUTES 39 SECONDS WEST, A DISTANCE OF 809.94 FEET; THENCE NORTH 09 DEGREES 13 MINUTES 53 SECONDS WEST, A DISTANCE OF 397.54 FEET; THENCE NORTH 21 DEGREES 51 MINUTES 59 SECONDS WEST, A DISTANCE OF 174.26 FEET; THENCE NORTH 30 DEGREES 29 MINUTES 17 SECONDS WEST, A DISTANCE OF 248.78 FEET; THENCE NORTH 22 DEGREES 27 MINUTES 28 SECONDS WEST, A DISTANCE OF 505.23 FEET; THENCE NORTH 14 DEGREES 10 MINUTES 50 SECONDS WEST, A DISTANCE OF 177.41 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER; THENCE LEAVING THE APPROXIMATE WESTERLY BANK OF SAID EXISTING DITCH AND ALONG SAID NORTH LINE, NORTH 88 DEGREES 30 MINUTES 24 SECONDS EAST, A DISTANCE OF 2012.50 FEET TO THE POINT OF BEGINNING.

AND INCLUDING

ALL OIL, GAS AND OTHER MINERALS IN, ON, UNDER AND/OR THAT MAY BE PRODUCED FROM THE PROPERTY;

PK MEAD LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER AND THE EAST ONEHALF OF THE SOUTHWEST QUARTER OF SECTION EIGHT, TOWNSHIP THREE NORTH, RANGE SIXTY-EIGHT WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SECTION EIGHT, TOWNSHIP THREE NORTH, RANGE SIXTY-EIGHT WEST OF THE SIXTH PRINCIPAL MERIDIAN, FROM WHENCE THE WEST QUARTER CORNER OF SAID SECTION EIGHT BEARS S88° 30'24"W, AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO: THENCE ALONG THE NORTH LINE OF THE SOUTH ONE-HALF OF SAID SECTION EIGHT S88°30'24"W A DISTANCE OF 3893.48 FEET MORE OR LESS TO THE NORTHEAST CORNER OF WELD COUNTY RECORDED EXEMPTION RE-2740, WELD COUNTY RECORDS; THENCE ALONG THE EAST LINE OF SAID RECORDED EXEMPTION

S00°35'55"E A DISTANCE OF 1330.66 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION EIGHT; THENCE ALONG SAID NORTH LINE, S88°31'03"W A DISTANCE OF 50.47 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION EIGHT; THENCE S01°28'58"E A DISTANCE OF 1330.49 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION EIGHT; THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION EIGHT, N88°31'43"E A DISTANCE OF 410.72 FEET; THENCE N01°27'40"W A DISTANCE OF 1449.93 FEET; THENCE N88°28'26"E A DISTANCE OF 455.35 FEET; THENCE S11°45'55"E A DISTANCE OF 183.50 FEET; THENCE S29°08'26"E A DISTANCE OF 100.15 FEET; THENCE S51°12'11"E A DISTANCE OF 175.71 FEET; THENCE S20°19'50"E A DISTANCE OF 113.78 FEET; THENCE S00°34'06"W A DISTANCE OF 64.27 FEET; THENCE N88°40'25"E A DISTANCE OF 727.82 FEET; THENCE S01°47'15"E A DISTANCE OF 315.64 FEET; THENCE S01°06'05"E A DISTANCE OF 540.10 FEET; THENCE S01°22'22"E A DISTANCE OF 38.13 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION EIGHT; THENCE ALONG SAID SOUTH LINE, N88°31'57"E A DISTANCE OF 2119.17 FEET TO THE SOUTHEAST CORNER OF SAID SECTION EIGHT; THENCE N01°22'22"W A DISTANCE OF 2662.67 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM:

ALL THAT PORTION OF LAND DESCRIBED IN BOOK 478, PAGE 184, DATED MAY 26, 1917, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION EIGHT, TOWNSHIP THREE NORTH, RANGE SIXTY-EIGHT WEST OF THE SIXTH PRINCIPAL MERIDIAN, FROM WHENCE THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION EIGHT BEARS N88°31'43"E, AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION EIGHT, N88°31'43"E A DISTANCE OF 410.72 FEET; THENCE N01°27'40"W A DISTANCE OF 1449.93 FEET; THENCE N88°28'26"E A DISTANCE OF 429.73 FEET TO THE POINT OF BEGINNING; THENCE N14°56'34"W A DISTANCE OF 105.00 FEET; THENCE N06°31'34"W A DISTANCE 100.00 FEET; THENCE N11°58'26"E A DISTANCE OF 78.00 FEET; THENCE N25°28'26"E A DISTANCE OF 107.00 FEET; THENCE S87°26'34"E A DISTANCE OF 55.00 FEET; THENCE S04°13'26"W A DISTANCE OF 370.89 FEET; THENCE S88°28'26"W A DISTANCE OF 51.41 FEET TO THE POINT OF BEGINNING; AND INCLUDING

ALL OIL, GAS AND OTHER MINERALS IN, ON, UNDER AND/OR THAT MAY BE PRODUCED FROM THE PROPERTY; and

THE FOLLOWING DESCRIBED WATER RIGHTS, DITCH COMPANY STOCK AND RESERVOIR INTERESTS: (A) TWO (2) SHARES OF THE CAPITAL STOCK OF THE HIGHLAND DITCH COMPANY AS REPRESENTED BY SHARE CERTIFICATE NUMBER 3777; (B) TEN (10) SHARES OF THE CAPITAL STOCK OF THE HIGHLAND LAKE LATERAL DITCH COMPANY AS REPRESENTED BY SHARE CERTIFICATE NUMBER 427; (C) NINE (9) SHARES OF THE CAPITAL STOCK OF THE SUPPLY IRRIGATING DITCH COMPANY AS REPRESENTED BY SHARE CERTIFICATE NUMBER 2086; AND (D) LITTLE THOMPSON WATER DISTRICT DOMESTIC WATER TAP FOR THE RESIDENCE ON THE PROPERTY HAVING AN ADDRESS OF 16129 WELD COUNTY ROAD 5.

EXHIBIT B

LIST OF TANGIBLE PROPERTY

TO BE COMPLETED BY THE END OF THE EXAMINATION PERIOD

EXHIBIT C

DUE DILIGENCE LIST

1. Copies of all "as-built" plans and any specifications, and permits for any building on site.
2. Copies of all engineering, environmental and physical inspection reports generated by third parties in Seller's possession or control regarding the Property, including soil, environmental and geotechnical reports. Also, all maintenance, repair and replacement records for the past 24 months as available
3. Detailed scope of work and or relevant information concerning all capital refurbishments/improvements to the Property
4. A detailed summary of any uncompleted building improvements and/or site improvements.
5. Copies of all warranty agreements covering all real or personal property to be conveyed.
6. A detailed list of tangible and intangible personal property to be conveyed to be inserted as exhibit B
7. Most recent Seller's issued policy of title insurance and a current title report issued by the Title Company, together with true, complete, and legible copies of all listed exceptions.
8. Copies of all restrictive covenants, reciprocal easements or other private agreements relating to the Property and all agreements with adjacent property owners.
9. Evidence of water rights associated with property to be conveyed, which may be in the form of water court decrees, deeds transferring water rights, well permits, certificates of stock in a mutual ditch company, or water allotment contracts.
10. All rental agreements, leases, service contracts, insurance policies, and other written agreements, written code violations or other notices which affect the Property.
11. Copies of all operating and management contracts, and all service and maintenance agreements, and any amendments and letter agreements relating thereto.
12. Full and complete copies of any and all zoning actions, tentative or final tract maps, condominium plans, or any other governmental actions or requirements which affect the Property or its operation.
13. Any and all additional items that are material to Buyer's purchase of the Property.

EXHIBIT D

FORM OF SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this _____ day of _____, 2020, between _____, LLC, a Colorado limited liability company, whose address is _____ (the "Grantor"), and TRIG POINT CAPITAL LLC, a Colorado limited liability company, whose address is P.O. Box 103431, Denver CO 80210 (the "Grantee").

WITNESSETH, that Grantor for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee, its successors and assigns forever, the real property, together with the existing permanent improvements, structures and fixtures placed, constructed, installed or located on the real property and other appurtenances located upon, over or under the real property situated in the County of Weld, State of Colorado, and more particularly described on Exhibit A attached hereto and incorporated herein by reference (collectively, the "Property").

TOGETHER with all right, title and interest of the Grantor, if any, in all reversions, remainders, easements, rights-of-way, appurtenances, and hereditaments appertaining to or otherwise benefiting or used in connection with said Property;

TO HAVE AND TO HOLD the said Property with the appurtenances described above, subject only to the matters set forth in Exhibit B attached hereto and incorporated herein by reference (the "Permitted Exceptions").

AND Grantor, for itself, its successors and assigns does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of Grantee and its heirs, successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under Grantor only, subject to the Permitted Exceptions.

[Remainder of page intentionally left blank; signature page follows.]

Grantor

_____ LLC, a Colorado limited
liability company

By: _____

Name: _____

Its: _____

State of Colorado)
) ss
County _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2020, by _____
_____ as _____ of Regan & Libby, LLC, a Colorado limited liability company.

Witness my hand and official seal.

Notary Public

My commission expires:

**Exhibit A
To
Special Warranty Deed**

Exhibit B
To
Special Warranty Deed

EXHIBIT E

FORM OF BILL OF SALE AND GENERAL ASSIGNMENT AND ASSUMPTION

BILL OF SALE AND GENERAL ASSIGNMENT AND ASSUMPTION

THIS BILL OF SALE AND GENERAL ASSIGNMENT AND ASSUMPTION (this "Assignment") is made and entered into as of the _____ day of _____, 2020, by _____ LLC, a Colorado limited liability company (the "**Seller**"), and TRIG POINT CAPITAL LLC, a Colorado limited liability company ("**Buyer**").

WHEREAS, Seller and Buyer entered into that certain Purchase and Sale Agreement dated as of _____, 2020 ("**Contract**") with respect to the sale of certain Land described therein and the Improvements located thereon. (Any term with its initial letter capitalized and not otherwise defined herein shall have the meaning set forth in the Contract.)

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby sell, transfer, assign and convey to Buyer, all of Seller's right, title and interest in and to the Tangible Personal Property and Intangible Property, described in **Schedule A** attached hereto, and the Approved Contracts described in **Schedule B** attached hereto.

Buyer hereby accepts the foregoing assignment and agrees to assume and discharge, in accordance with the terms thereof, all of the obligations of Seller under the Approved Contracts to the extent the same arise on or after the date hereof.

This Assignment shall be binding upon and inure to the benefit of the successors and permitted assigns of Assignee and Assignor.

This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of Colorado.

This Assignment shall in no event enlarge, reduce or otherwise affect the rights or obligations of the parties as set forth in the Contract.

This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures On Next Page]

[Signature Page To Bill of Sale and General Assignment and Assumption Agreement]

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first set forth hereinabove.

SELLER:

_____, LLC,
a Colorado limited liability company

By: _____
Name: _____
Title: _____

BUYER:

TRIG POINT CAPITAL LLC,
a Colorado limited liability company

By: _____
Name: _____
Title: _____

Schedules:

- | | | |
|---|---|---------------------------|
| A | - | List of Tangible Property |
| B | - | List of Service Contracts |

Schedule A
To
Bill of Sale and General Assignment and Assumption

Schedule B
To
Bill of Sale and General Assignment and Assumption

**SUGAR BEET SOLAR, LLC
ALTA PLAT
PORTIONS OF SECTION 8, T3N, R68W, 6th P.M.
WELD COUNTY, COLORADO**

DATE: _____

DESCRIPTION:

[illegible]

UTILITY NOTES:

THE LOCATION OF UTILITIES SHOWN HEREON ARE APPROXIMATE BASED ON BEST INFORMATION AVAILABLE AND FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES. UNDERGROUND UTILITIES SHOWN ARE BASED ON MARKINGS/DRAWINGS FROM 811 UTILITY TICKET B206900458-00B



CALL 811

UNDERGROUND UTILITIES LOCATION CENTER

WITH THE FOLLOWING:

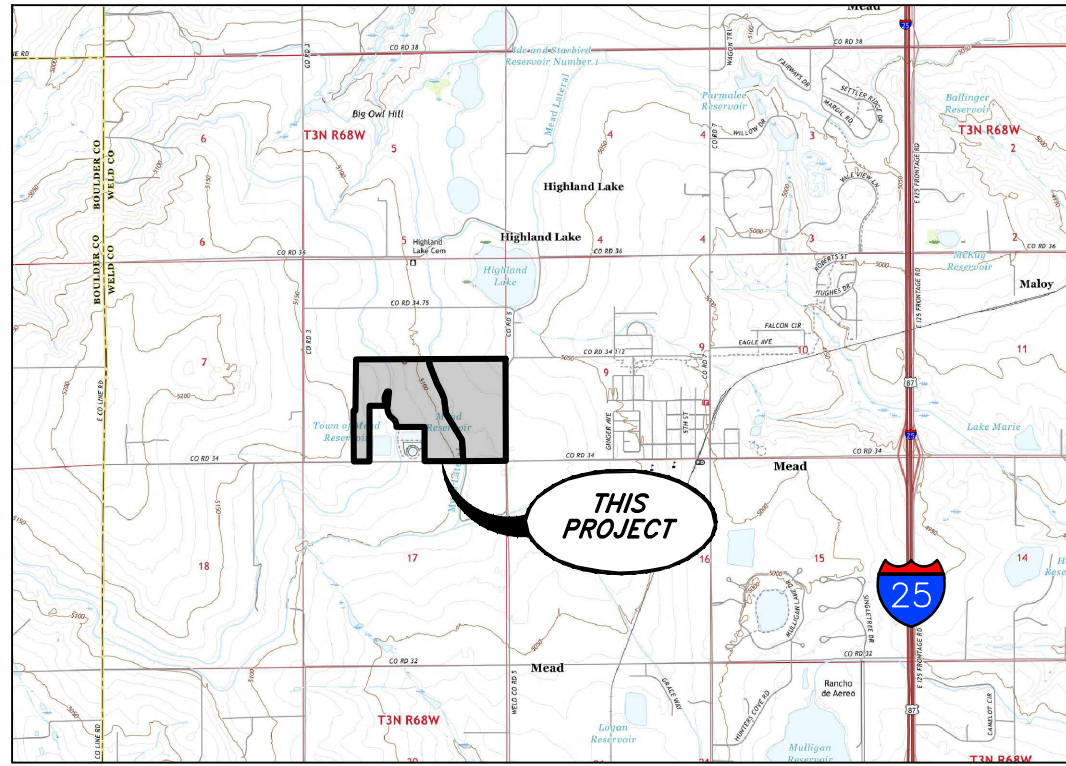
COUNTY WELD CITY MEAD
STREET ADDRESS 16129 COUNTY ROAD 5
SEC. & 1/4 SEC. NO. SECTION 8
TOWNSHIP & RANGE T3N, R68W, 6th P.M.

FLOOD NOTE:

FLOOD NOTE: ACCORDING TO FLOOD INSURANCE RATE MAP, COMMUNITY NUMBER 08123C1860E, REVISED ON JANUARY 20, 2016, THIS PROJECT IS NOT WITHIN A FLOOD HAZARD ZONE.

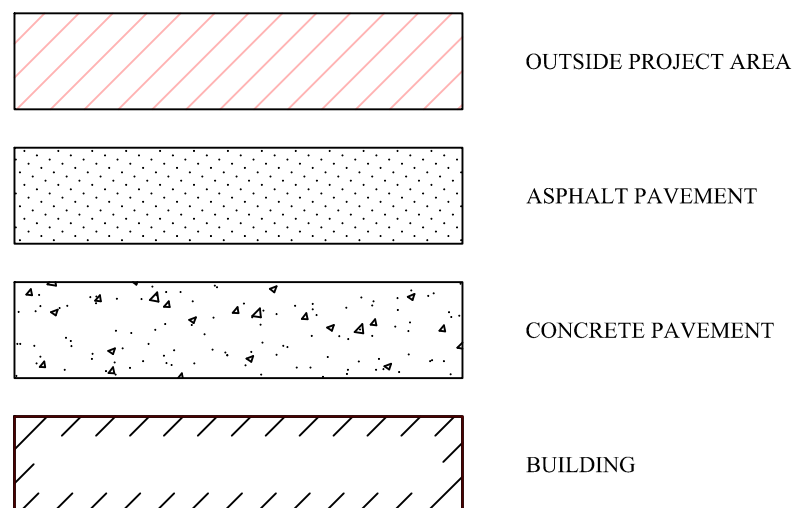
VICINITY MAP:

1" = 5000'



LEGEND:

- PLSS SECTION CORNER FOUND
- PLSS 1/4 AND 1/16 SECTION CORNER FOUND
- MONUMENT FOUND
- MONUMENT SET - 2 1/2" ALUM. CAP, UELS, 2022
- DIMENSION CORNER (NOT SET)
- ANCHOR
- GAS METER
- POWER MANHOLE
- POWER METER
- POWER POLE
- POWER POLE WITH DROP SERVICE
- SIGN
- TELEPHONE PEDESTAL
- WATER MANHOLE
- WATER METER
- WATER VALVE
- BOUNDARY LINE
- SECTION LINE
- 1/4 SECTION LINE
- 1/16 SECTION LINE
- PROPERTY LINE
- EASEMENT
- EDGE OF ROAD
- FENCE
- FIBER OPTICS LINE
- GUARD RAIL
- MAJOR CONTOUR LINE
- MINOR CONTOUR LINE
- OVERHEAD POWER
- OVERHEAD POWER & CABLE
- PIPELINE
- TOWN OF MEAD BOUNDARY
- UNDERGROUND POWER
- UNDERGROUND CABLE
- WATER LINE



GENERAL NOTES:

- 1) THE APPROXIMATE TOTAL LAND AREA OF THE PARCELS OF LAND COMPRISING THE PROJECT, AS SHOWN ON THIS SURVEY, IS 202.794 ACRES, MORE OR LESS.
- 2) VERTICAL RELIEF (GROUND SURVEY OR AERIAL MAP) AS SHOWN AT A 1FT INTERVAL AND IS BASED ON A VERTICAL DATUM OF NAVD88.
- 3) NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS WERE OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
- 4) SUBJECT PROPERTY HAS PUBLIC ACCESS VIA THE PUBLIC ROADS SHOWN ON THIS SURVEY AND LISTED AS FOLLOWS: WELD COUNTY ROADS 5 AND 34.
- 5) THERE WAS NO VISIBLE EVIDENCE THE SUBJECT PROPERTY WAS USED AS A SOLID WASTE DUMP, SUMP, SANITARY LANDFILL OR CEMETERY.
- 6) ALL FILED MEASUREMENTS MATCH RECORD DIMENSIONS WITHIN THE PRECISION REQUIREMENTS OF THE ALTA/NSPS SPECIFICATIONS UNLESS OTHERWISE SHOWN.
- 7) EXISTING OBSERVABLE IMPROVEMENTS AFFECTING THE PROPERTY ARE AS SHOWN.
- 8) INTERIOR BOUNDARY LINES ARE CONTIGUOUS AS SHOWN. THERE ARE NO OVERLAPS OR GAPS.
- 9) THIS SURVEY MAP CORRECTLY REPRESENTS THE FACTS FOUND ON THE GROUND AT THE TIME OF THE SURVEY.
- 10) TITLE EXCEPTIONS SHOWN IN BLUE.

INDEX:

COVER SHEET SHEET 1
PARCELS A & B SHEET 2
DETAILS "A" & "B" SHEET 3
LEGAL DESCRIPTIONS SHEET 4
EXCEPTIONS TO TITLE SHEET 5

ALTA/NSPS LAND TITLE SURVEY

FOR
SUGAR BEET SOLAR, LLC

LANDOWNERS
PARCEL A: PK CHAVEZ, LLC
PARCEL B: PK MEAD, LLC

THE LAND DESCRIBED IN TITLE ORDER NUMBER ABC25195960, EFFECTIVE DATE OF FEBRUARY 08, 2022 and PREPARED BY LAND TITLE GUARANTEE COMPANY IS THE SAME LAND AS DESCRIBED IN THIS ALTA SURVEY AS CERTIFIED ON 03-28-2022

SURVEY CERTIFICATION

ATTACHED TO AND A PART OF SURVEY PREPARED BY:
UINTAH ENGINEERING & LAND SURVEYING
DATED: 03-28-2022 AS PROJECT NO. ENY01-22-0001

THIS IS TO CERTIFY TO SUGAR BEET SOLAR, LLC AND LAND TITLE GUARANTEE COMPANY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 3, 4, 7(A), 8, 11(B), 13, 16, 18 & 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 03-16-2022



SUGAR BEET SOLAR, LLC

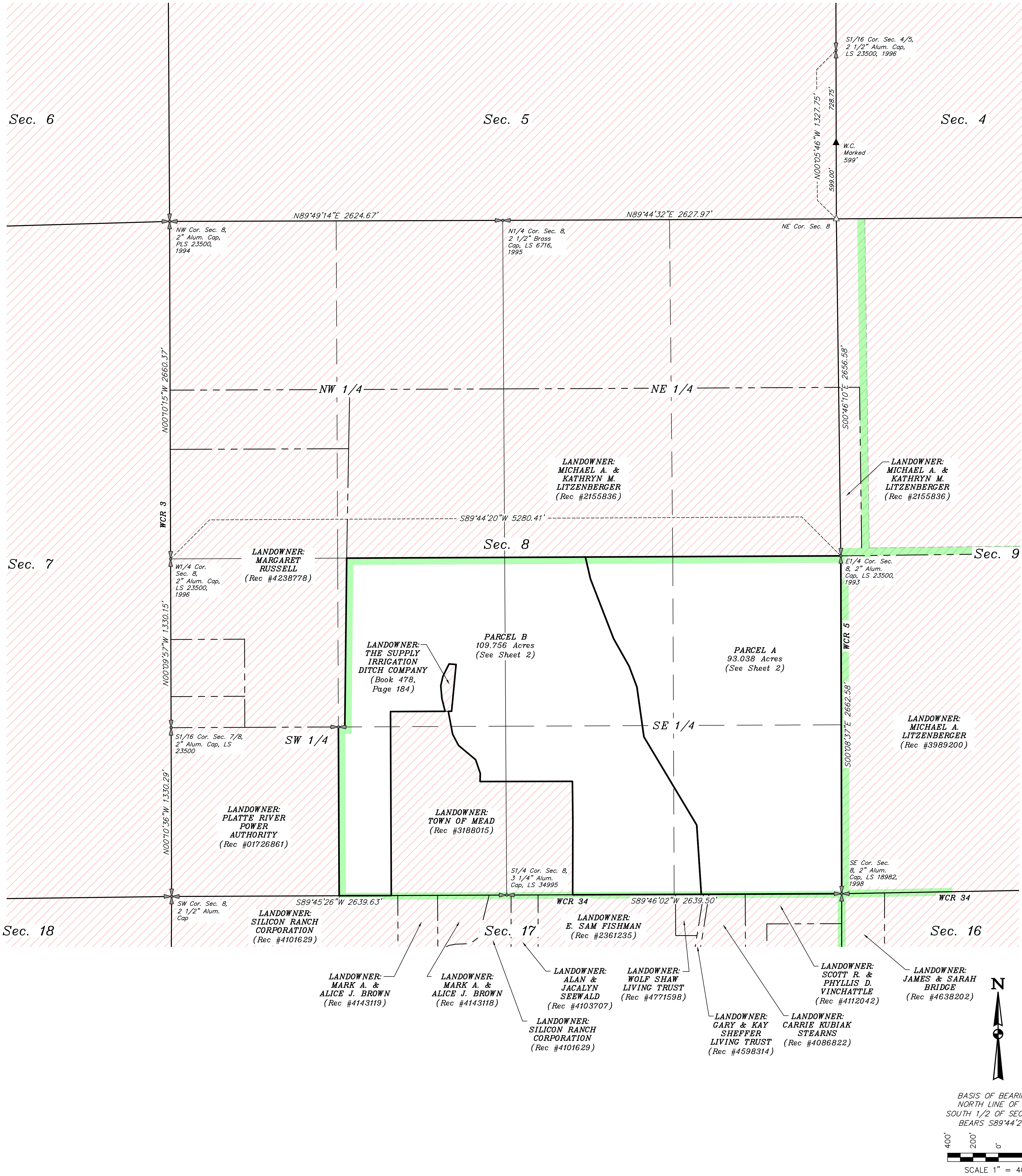
PORTIONS OF SECTION 8, T3N, R68W, 6th P.M.,
WELD COUNTY, COLORADO

SURVEYED BY:	DRAWN BY:	PROJECT:	FILE:	SCALE:	SHEET:
O.R. 03-16-2022	P.B. 03-28-2022	ENY01-22-0001	E-10005	1" = 400'	1 OF 5



UELS, LLC
Corporate Office * 85 South 200 East
Vernal, UT 84078 * (435) 789-1017

ALTA/NSPS LAND TITLE SURVEY



TITLE LEGAL DESCRIPTIONS:

PARCEL A:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 8, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, FROM WHENCE THE WEST QUARTER CORNER OF SAID SECTION 8 BEARS SOUTH 88°30'24" WEST, AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8, SOUTH 01°22'22" EAST, A DISTANCE OF 2662.67 FEET, MORE OR LESS TO THE SOUTHEAST CORNER OF SAID SECTION; THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, SOUTH 88°31'57" WEST, A DISTANCE OF 1105.88 FEET;

THENCE ALONG THE APPROXIMATE WESTERLY BANK OF AN EXISTING DITCH, NORTH 05°02'14" WEST, A DISTANCE OF 546.57 FEET;

THENCE NORTH 32°07'39" WEST, A DISTANCE OF 809.94 FEET; THENCE NORTH 09°13'53" WEST, A DISTANCE OF 397.54 FEET; THENCE NORTH 21°51'59" WEST, A DISTANCE OF 174.26 FEET; THENCE NORTH 30°29'17" WEST, A DISTANCE OF 248.78 FEET; THENCE NORTH 22°27'28" WEST, A DISTANCE OF 505.23 FEET;

THENCE NORTH 14°10'50" WEST, A DISTANCE OF 177.41 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER;

THENCE LEAVING THE APPROXIMATE WESTERLY BANK OF SAID EXISTING DITCH AND ALONG SAID NORTH LINE, NORTH 88°30'24" EAST, A DISTANCE OF 2012.50 FEET TO THE POINT OF BEGINNING, COUNTY OF WELD, STATE OF COLORADO.

PARCEL B:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER AND THE EAST ONE HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 8, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, FROM WHENCE THE WEST QUARTER CORNER OF SAID SECTION 8 BEARS SOUTH 88°30'24" WEST, AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO; THENCE ALONG THE NORTH LINE OF THE SOUTH ONE-HALF OF SAID SECTION 8, SOUTH 88°30'24" WEST, A DISTANCE OF 3893.48 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF WELD COUNTY RECORDED EXEMPTION RE-2740, WELD COUNTY RECORDS; THENCE ALONG THE EAST LINE OF SAID RECORDED EXEMPTION SOUTH 00°35'55" EAST, A DISTANCE OF 1330.66 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8; THENCE ALONG SAID NORTH LINE, SOUTH 88°31'03" WEST, A DISTANCE OF 50.47 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8; THENCE SOUTH 01°28'58" EAST, A DISTANCE OF 1330.49 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8;

THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8, NORTH 88°31'43" EAST, A DISTANCE OF 410.72 FEET; THENCE NORTH 01°27'40" WEST, A DISTANCE OF 1449.93 FEET; THENCE NORTH 88°28'26" EAST, A DISTANCE OF 455.35 FEET; THENCE SOUTH 11°45'55" EAST, A DISTANCE OF 183.50 FEET; THENCE SOUTH 29°08'26" EAST, A DISTANCE OF 100.15 FEET; THENCE SOUTH 51°12'11" EAST, A DISTANCE OF 175.71 FEET; THENCE SOUTH 20°19'50" EAST, A DISTANCE OF 113.78 FEET; THENCE SOUTH 00°34'06" WEST, A DISTANCE OF 64.27 FEET; THENCE NORTH 88°40'23" EAST, A DISTANCE OF 727.82 FEET; THENCE SOUTH 01°47'15" EAST, A DISTANCE OF 315.64 FEET; THENCE SOUTH 01°06'05" EAST, A DISTANCE OF 540.10 FEET;

THENCE SOUTH 01°22'22" EAST, A DISTANCE OF 38.13 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8;

THENCE ALONG SAID SOUTH LINE, NORTH 88°31'57" EAST, A DISTANCE OF 2119.17 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE NORTH 01°22'22" WEST, A DISTANCE OF 2662.67 FEET TO THE POINT OF BEGINNING, COUNTY OF WELD, STATE OF COLORADO.

EXCEPTING THEREFROM:

THAT PORTION OF LAND DESCRIBED IN DEED RECORDED MAY 26, 1917 IN BOOK 478, PAGE 184, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, FROM WHENCE THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8 BEARS NORTH 88°31'43" EAST, AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8, NORTH 88°31'43" EAST, A DISTANCE OF 410.72 FEET;

THENCE NORTH 01°27'40" WEST, A DISTANCE OF 1449.93 FEET;

THENCE NORTH 88°28'26" EAST, A DISTANCE OF 429.73 FEET TO THE POINT OF BEGINNING; THENCE NORTH 14°56'34" WEST, A DISTANCE OF 105.00 FEET;

THENCE NORTH 06°31'34" WEST, A DISTANCE 100.00 FEET; THENCE NORTH 11°58'26" EAST, A DISTANCE OF 78.00 FEET; THENCE NORTH 25°28'26" EAST, A DISTANCE OF 107.00 FEET; THENCE SOUTH 87°26'34" EAST, A DISTANCE OF 55.00 FEET; THENCE SOUTH 04°13'26" WEST, A DISTANCE OF 370.89 FEET;

THENCE SOUTH 88°28'26" WEST, A DISTANCE OF 51.41 FEET TO THE POINT OF BEGINNING, COUNTY OF WELD, STATE OF COLORADO.

AND EXCEPTING THEREFROM THAT PART DESCRIBED IN DEED RECORDED JULY 23, 2004 UNDER RECEPTION NO. 3201583.

PARCELS C AND D:

NOT WITHIN SUBJECT PROPERTY

LEGAL DESCRIPTIONS:

(This Survey)

PARCEL A:

REAL PROPERTY DESCRIBED AS A PORTION OF THE SE1/4 OF SECTION 8, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST 1/4 CORNER OF SAID SECTION 8, FROM WHICH THE WEST 1/4 CORNER OF SAID SECTION 8 BEARS S89°44'20"W; THENCE S00°08'37"E 2662.58' ALONG THE EAST LINE OF THE SE1/4 OF SAID SECTION 8 TO THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE S89°46'02"W 1105.88' ALONG THE SOUTH LINE OF THE SE1/4 OF SAID SECTION 8; THENCE ALONG THE APPROXIMATE WESTERLY BANK OF AN EXISTING DITCH THE FOLLOWING SEVEN (7) COURSES:

- 1) N03°48'19"W 546.57';
- 2) N30°53'34"W 809.94';
- 3) N07°59'58"W 397.54';
- 4) N20°38'04"W 174.26';
- 5) N29°15'22"W 248.78';
- 6) N21°13'33"W 505.23';
- 7) N12°56'55"W 177.27' TO A POINT ON THE NORTH LINE OF THE SE1/4 OF SAID SECTION 8;

THENCE N89°44'20"E 2012.32' ALONG THE NORTH LINE OF THE SE1/4 OF SAID SECTION 8 TO THE **TRUE POINT OF BEGINNING**;

CONTAINS 93.038 ACRES MORE OR LESS.

PARCEL B:

REAL PROPERTY DESCRIBED AS A PORTION OF THE SOUTH 1/2 OF SECTION 8, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 8, FROM WHICH THE WEST 1/4 CORNER OF SAID SECTION 8 BEARS S89°44'20"W; THENCE S89°44'20"W 2012.32' ALONG THE NORTH LINE OF THE SOUTH 1/2 OF SAID SECTION 8 TO THE **TRUE POINT OF BEGINNING**;

THENCE ALONG THE APPROXIMATE WESTERLY BANK OF AN EXISTING DITCH THE FOLLOWING SEVEN (7) COURSES:

- 1) S12°56'55"E 177.27';
- 2) S21°13'33"E 505.23';
- 3) S29°15'22"E 248.78';
- 4) S20°38'04"E 174.26';
- 5) S07°59'58"E 397.54';
- 6) S30°53'34"E 809.94';
- 7) S03°48'19"E 546.57' TO A POINT ON THE SOUTH LINE OF THE SE1/4 SE1/4 OF SAID SECTION 8;

THENCE S89°46'02"W 1013.24'; THENCE N00°08'26"W 38.05'; THENCE N00°07'51"E 540.10'; THENCE N00°33'19"W 315.64'; THENCE S89°54'21"W 727.82'; THENCE N01°48'02"E 64.27'; THENCE N19°05'54"W 113.78'; THENCE N49°58'15"W 175.71'; THENCE N27°54'30"W 100.15'; THENCE N10°31'59"W 183.50'; THENCE N89°42'22"E 25.79'; THENCE N05°27'22"E 370.89'; THENCE N86°12'38"W 55.00'; THENCE S26°42'22"W 107.00'; THENCE S13°12'22"W 78.00'; THENCE S05°17'38"E 100.00'; THENCE S13°42'38"E 105.00'; THENCE S89°42'22"W 429.73'; THENCE S00°13'44"E 1449.90' TO A POINT ON THE SOUTH LINE OF THE SE1/4 SW1/4 OF SAID SECTION 8; THENCE S89°45'26"W 410.72' ALONG THE SOUTH LINE OF THE SE1/4 SW1/4 OF SAID SECTION 8 TO THE W1/6 CORNER OF SECTION 8 1/7; THENCE N00°15'06"W 1330.46' ALONG THE WEST LINE OF THE SE1/4 SW1/4 OF SAID SECTION 8 TO THE SW1/16 CORNER OF SAID SECTION 8; THENCE N89°44'58"E 50.49' ALONG THE NORTH LINE OF THE SE1/4 SW1/4 OF SAID SECTION 8; THENCE N00°37'57"E 1330.56' TO A POINT ON THE NORTH LINE OF THE NE1/4 SW1/4 OF SAID SECTION 8; THENCE N89°44'20"E 1880.99' ALONG THE NORTH LINE OF THE SOUTH 1/2 OF SAID SECTION 8 TO THE **TRUE POINT OF BEGINNING**;

CONTAINS 109.756 ACRES MORE OR LESS.

SUGAR BEET SOLAR, LLC

PORTIONS OF SECTION 8, T3N, R68W, 6th P.M., WELD COUNTY, COLORADO					
SURVEYED BY:	DRAWN BY:	PROJECT:	FILE:	SCALE:	SHEET:
O.R. 03-16-2022	P.B. 03-28-2022	ENY01-22-0001	E-10005	N/A	4 OF 5



UELS, LLC
Corporate Office * 85 South 200 East
Vernal, UT 84078 * (435) 789-1017

ALTA/NSPS LAND TITLE SURVEY

223

SCHEDULE B EXCEPTION NOTES:
(SURVEYORS COMMENTS IN RED)

ALL TITLE WORK WAS PROVIDED BY LAND TITLE GUARANTEE COMPANY, TITLE ORDER NUMBER 25195960, DATED FEBRUARY 16, 2022.
EXCEPTIONS FROM COVERAGE (SCHEDULE B):

- ANY FACTS, RIGHTS, INTERESTS, OR CLAIMS THEREOF, NOT SHOWN BY THE PUBLIC RECORDS BUT THAT COULD BE ASCERTAINED BY AN INSPECTION OF THE LAND OR THAT MAY BE ASSERTED BY PERSONS IN POSSESSION OF THE LAND. **NOT PLOTTABLE.**
- EASEMENTS, LIENS OR ENCUMBRANCES, OR CLAIMS THEREOF, NOT SHOWN BY THE PUBLIC RECORDS. **NOT PLOTTABLE.**
- ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND AND NOT SHOWN BY THE PUBLIC RECORDS. **NONE NOTED**
- ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS. **NOT PLOTTABLE.**
- DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE OF THE PROPOSED INSURED ACQUIRES OF RECORD FOR VALUE THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT. **NOT PLOTTABLE.**
- (a) TAXES OR ASSESSMENTS THAT ARE NOT SHOWN AS EXISTING LIENS BY THE RECORDS OF ANY TAXING AUTHORITY THAT LEVIES TAXES OR ASSESSMENTS ON REAL PROPERTY OR BY THE PUBLIC RECORDS; (b) PROCEEDINGS BY A PUBLIC AGENCY THAT MAY RESULT IN TAXES OR ASSESSMENTS, OR NOTICES OF SUCH PROCEEDINGS, WHETHER OR NOT SHOWN BY THE RECORDS OF SUCH AGENCY OR BY THE PUBLIC RECORDS. **NOT PLOTTABLE.**
- (a) UNPATENTED MINING CLAIMS; (b) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; (c) WATER RIGHTS, CLAIMS OR TITLE TO WATER. **NOT PLOTTABLE.**
- EXISTING LEASES AND TENANCIES, IF ANY. **NOT PLOTTABLE.**
- ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS, BUT WHICH COULD BE ASCERTAINED BY MAKING INQUIRY OF THE LESSORS IN THE LEASE OR LEASES DESCRIBED OR REFERRED TO IN SCHEDULE A. **NOT PLOTTABLE.**
- THE EFFECT OF ANY FAILURE TO COMPLY WITH THE TERMS, COVENANTS AND CONDITIONS OF LEASE OR LEASES DESCRIBED OR REFERRED TO IN SCHEDULE A. **NOT PLOTTABLE.**
- RIGHT OF WAY FOR COUNTY ROADS 30 FEET ON EITHER SIDE OF SECTION AND TOWNSHIP LINES, AS ESTABLISHED BY THE BOARD OF COUNTY COMMISSIONERS FOR WELD COUNTY, RECORDED OCTOBER 14, 1889 IN BOOK 86 AT PAGE 273. **AS SHOWN.**
- RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED DECEMBER 18, 1888, IN BOOK 34 AT PAGE 324. (AFFECTS SE1/4 SECTION S1) MINERAL RIGHTS NOT PLOTTABLE.
- RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT OF RECORDED OCTOBER 30, 1889 IN BOOK 57 AT PAGE 88. (AFFECTS E1/2 OF SW1/4 SECTION 8) MINERAL RIGHTS NOT PLOTTABLE.
- RIGHT OF WAY FOR THE HIGHLAND DITCH AS SET FORTH ON MAP RECORDED JANUARY 22, 1891 IN BOOK 98 AT PAGE 517. (AFFECTS PARCELS A AND B). **AFFECTS PARCEL A. DOCUMENT IS ILLEGIBLE. THE EXACT LOCATION OF RIGHT-OF-WAY COULD NOT BE DETERMINED FROM DOCUMENT.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF AGREEMENT RECORDED NOVEMBER 18, 1975 UNDER RECEPTION NO. 1674965. (AFFECTS PARCEL B). **AFFECTS PARCEL B. AGREEMENT TO QUIT CLAIM 2.53 ACRES FROM THE TOWN OF MEAD TO JAMES T. JOHNSON AND L.B. FLANDERS, AS TRUSTEES, RUTH BIXLER HICKS AND VIRGINIA BIXLER JOHNSON WAS EXECUTED BY RECEPTION NO. 1674095 AND INCORPORATED INTO CURRENT TITLE LEGAL DESCRIPTION FOR SUBJECT PARCEL B.**
- EASEMENT GRANTED TO UNION RURAL ELECTRIC ASSOCIATION, INC., FOR ABOVE GROUND OR UNDERGROUND ELECTRICAL LINES AND INCIDENTAL PURPOSES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED FEBRUARY 28, 1978, UNDER RECEPTION NO. 1745795. (AFFECTS PARCEL B). **AFFECTS PARCEL B AS SHOWN.**
- EASEMENT GRANTED TO PLATTE RIVER POWER AUTHORITY, FOR ELECTRICAL TRANSMISSION AND APPURTENANCES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED APRIL 10, 1978, UNDER RECEPTION NO. 1749918. (AFFECTS PARCELS A & B). **AFFECTS PARCELS A & B AS SHOWN.**
- OIL AND GAS LEASE BETWEEN RUTH ELIZABETH HICKS AND VIRGINIA BIXLER JOHNSON AND JAMES T. JOHNSON AND L. B. FLANDERS, TRUSTEES AND CALVIN PETROLEUM CORPORATION, RECORDED MAY 09, 1980 UNDER RECEPTION NO. 1824455 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
NOTE: RATIFICATION AND POOLING AGREEMENTS RECORDED APRIL 2, 2013 AT RECEPTION NO. 3921555.
NOTE: DECLARATION OF POOLING AND UNIT DESIGNATION RECORDED JULY 24, 2017 UNDER RECEPTION NO. 4320663. (AFFECTS SE1/4 SECTION 8). **OIL AND GAS LEASE NOT PLOTTABLE.**
- OIL AND GAS LEASE BETWEEN RUTH ELIZABETH HICKS AND VIRGINIA BIXLER JOHNSON AND JAMES T. JOHNSON AND L. B. FLANDERS, TRUSTEES AND CALVIN PETROLEUM CORPORATION, RECORDED MAY 09, 1980 UNDER RECEPTION NO. 1824455 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
NOTE: EXTENSION OF SAID LEASE RECORDED MARCH 13, 19855 UNDER RECEPTION NO. 02001776. (AFFECTS E1/2 OF SW1/4 OF SECTION 8). **OIL AND GAS LEASE NOT PLOTTABLE.**
- EASEMENT GRANTED TO PANHANDLE EASTERN PIPE LINE COMPANY, FOR PIPELINE FOR THE TRANSPORTATION OF OIL, GAS OR OTHER SUBSTANCES AND INCIDENTAL PURPOSES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JUNE 01, 1984, UNDER RECEPTION NO. 1968910. (AFFECTS PARCEL B). **AFFECTS PARCEL B AS SHOWN.**
- UNDIVIDED INTEREST IN ALL OIL, GAS AND OTHER HYDROCARBONS RESERVED BY JAMES T. JOHNSON AND L.B. FLANDERS, AS TRUSTEES, AVAILIE T. BIXLER TRUST, RUTH ELIZABETH BIXLER, ALSO KNOWN AS RUTH E. BIXLER AND AS RUTH BIXLER HICKS, AND VIRGINIA BIXLER JOHNSON, FORMERLY VIRGINIA BIXLER RECORDED AUGUST 31, 1984 AT RECEPTION NO. 1979722, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN. (AFFECTS PARCELS A & B). **MINERAL RIGHTS NOT PLOTTABLE.**
- EASEMENT GRANTED TO LITTLE THOMPSON WATER DISTRICT, FOR TRANSMISSION AND DISTRIBUTION OF WATER AND APPURTENANCES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED MARCH 25, 1996, UNDER RECEPTION NO. 2482402, AND RECORDED AUGUST 6, 2018 UNDER RECEPTION NO. 4421007. (AFFECTS PARCEL B). **AFFECTS PARCEL B AS SHOWN.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS, EASEMENTS AND OBLIGATIONS AS SET FORTH IN BOUNDARY SURVEY PLAT RECORDED JUNE 01, 2004 UNDER RECEPTION NO. 3184930 AND RECORDED MARCH 18, 2005 UNDER RECEPTION NO. 3269767. (AFFECTS PARCELS A & B). **AFFECTS PARCELS A & B AS SHOWN.**
- ANY AND ALL RIGHTS OF THE SUPPLY IRRIGATION DITCH COMPANY OR ITS SUCCESSOR RELATING TO THE SUPPLY DITCH, WHICH TRAVERSES SUBJECT PROPERTY AND HIGHLAND LAKE LATERAL DITCH COMPANY RELATING TO HIGHLAND LAKE LATERAL DITCH WHICH IS DESCRIBED AS A BOUNDARY OF SUBJECT PROPERTY INCLUDING BUT NOT LIMITED TO DITCH MAINTENANCE AND ACCESS RIGHTS TO LANDS ADJOINING THE DITCHES OR CANALS, AS SHOWN ON SURVEY RECORDED JUNE 1, 2004 UNDER RECEPTION NO. 3184930 AND RECORDED MARCH 18, 2005 UNDER RECEPTION NO. 3269767. (AFFECTS PARCELS A & B). **AFFECTS PARCEL A & B AS SHOWN.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF TRUST AGREEMENT BY AND BETWEEN ST. VRAIN PROPERTIES, INC., A COLORADO CORPORATION AND HICKS AND JOHNSON MEAD FARM, LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED JULY 15, 2004 UNDER RECEPTION NO. 3199100. (AFFECTS PARCELS A & B). **AFFECTS PARCEL A & B. NOT PLOTTABLE.**
- REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED OCTOBER 15, 2007 UNDER RECEPTION NO. 3511023. (AFFECTS PARCELS A & B). **AFFECTS THE E1/2 OF SECTION 8. AFFECTS PARCELS A & B. NOT PLOTTABLE.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN UNDERGROUND TRANSMISSION EASEMENT RECORDED MAY 23, 2008 UNDER RECEPTION NO. 3556165. (AFFECTS PARCEL B). **DOES NOT AFFECT SUBJECT PARCELS A OR B. EASEMENT IS WITHIN AND OWNED BY SUPPLY IRRIGATION DITCH COMPANY. DID NOT PLOT.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN UNDERGROUND TRANSMISSION EASEMENT RECORDED AUGUST 08, 2008 UNDER RECEPTION NO. 3571089. (AFFECTS PARCEL B). **AFFECTS PARCEL B AS SHOWN.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ANNEXATION AGREEMENT RECORDED JUNE 01, 2009 UNDER RECEPTION NO. 3626538. (AFFECTS PARCELS A & B). **AFFECTS PARCELS A & B. ANNEXATION AGREEMENT NOT PLOTTABLE.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE NO. 645 ANNEXATING A PORTION OF THE SOUTH HALF OF SECTION, ET AL. AND APPROVING LAND USE THEREOF RECORDED JUNE 01, 2009 UNDER RECEPTION NO. 3626539. (AFFECTS PARCELS A & B). **AFFECTS PARCELS A & B. ANNEXATION BOUNDARY AS SHOWN.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE NO. 646 ESTABLISHING THE LAND USE OF THE SCHELL ANNEXATION, UPON THE PETITION OF THE OWNER THEREOF TO "LOW-DENSITY SINGLE-FAMILY RESIDENTIAL AND NEIGHBORHOOD COMMERCIAL IN PERFORMANCE DISTRICT 1." RECORDED JUNE 01, 2009 UNDER RECEPTION NO. 3626540. (AFFECTS PARCELS A & B). **PARCELS A & B ARE ZONED "LOW-DENSITY SINGLE-FAMILY RESIDENTIAL AND NEIGHBORHOOD COMMERCIAL IN PERFORMANCE DISTRICT 1" PER THIS EXCEPTION.**
- THE EFFECTS OF THE CHANGE IN LAND USE MAP SCHELL PROPERTY TOWNS OF MEAD, COLORADO RECORDED JUNE 1, 2009 AT RECEPTION NO. 3626541. (AFFECTS PARCELS A & B). **PARCELS A & B ARE ZONED "LOW AND MEDIUM DENSITY RESIDENTIAL AND NEIGHBORHOOD COMMERCIAL" PER THIS EXCEPTION.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN ANNEXATION MAP OF SCHELL ANNEXATION NO. FOUR TO THE TOWN OF MEAD RECORDED JUNE 01, 2009 UNDER RECEPTION NO. 3626545. (AFFECTS PARCELS A & B). **AFFECTS PARCELS A & B. ANNEXATION BOUNDARY AS SHOWN.**
- TERMS, CONDITIONS AND PROVISIONS OF SITE SPECIFIC DEVELOPMENT PLAN, RECORDED NOVEMBER 5, 2009, UNDER RECEPTION NO. 3638045. (AFFECTS PARCEL B). **AFFECTS PARCEL B AS SHOWN.**
- ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE NORTHERN COLORADO WATER CONSERVANCY DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED SEPTEMBER 29, 2010, UNDER RECEPTION NO. 3721790. (AFFECTS PARCELS A & B). **NOT PLOTTABLE.**
- REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED JANUARY 03, 2014 UNDER RECEPTION NO. 3987879. (AFFECTS PARCELS A & B). **AFFECTS PARCELS A & B. NOTIFICATION OF SURFACE DEVELOPMENT NOT PLOTTABLE.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RIGHT-OF-WAY GRANT UNTO KERR-MCGEE GATHERING LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED MARCH 07, 2015 UNDER RECEPTION NO. 4093798. (AFFECTS PARCEL B). **AFFECTS PARCEL B AS SHOWN.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RIGHT-OF-WAY GRANT TO KERR-MCGEE GATHERING LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED DECEMBER 19, 2015 UNDER RECEPTION NO. 4168728. (AFFECTS PARCEL A). **AFFECTS PARCEL A AS SHOWN.**

- TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RIGHT-OF-WAY GRANT UNTO KERR-MCGEE GATHERING, LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED DECEMBER 29, 2015 UNDER RECEPTION NO. 4168733. (AFFECTS PARCEL B). **AFFECTS PARCEL B AS SHOWN.**
- REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED JULY 12, 2016 UNDER RECEPTION NO. 4218393. (AFFECTS PARCELS A & B). **AFFECTS PARCELS A & B. NOTIFICATION OF SURFACE DEVELOPMENT NOT PLOTTABLE.**
- OIL AND GAS LEASE BETWEEN PK MEAD, LLC AND WOLF RESOURCES, LLC RECORDED DECEMBER 01, 2016 UNDER RECEPTION NO. 4257968. AMENDMENT TO CORRECT LEGAL DESCRIPTION RECORDED FEBRUARY 27, 2017 UNDER RECEPTION NO. 4281410, AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
NOTE: DECLARATION OF POOLING AND UNIT DESIGNATION RECORDED JULY 24, 2017 UNDER RECEPTION NO. 4320663. (AFFECTS PARCEL B). **AFFECTS PARCEL B. OIL AND GAS LEASE NOT PLOTTABLE.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF EASEMENT TO SADDLE BUTTE ROCKIES MIDSTREAM, LLC, A DELAWARE LIMITED LIABILITY COMPANY RECORDED JULY 21, 2017 UNDER RECEPTION NO. 432020. (AFFECTS PARCEL A). **AFFECTS PARCEL A AS SHOWN.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF EASEMENT UNTO SADDLE BUTTE ROCKIES MIDSTREAM, LLC, A DELAWARE LIMITED LIABILITY COMPANY RECORDED JULY 21, 2017 UNDER RECEPTION NO. 432021. (AFFECTS PARCEL B). **AFFECTS PARCEL B AS SHOWN.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN CROSSING AGREEMENT TO SADDLE BUTTE ROCKIES MIDSTREAM LLC RECORDED AUGUST 24, 2017 UNDER RECEPTION NO. 4329948. (AFFECTS PARCELS A & B). **AFFECTS PARCELS A & B AS SHOWN.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN OPTION AGREEMENT TO PURCHASE PROPERTY BY AND BETWEEN PK MEAD, LLC AND PK CHAVEZ, LLC AND SUGR BEET SOLAR, LLC, A DELAWARE LIMITED LIABILITY COMPANY, RECORDED DECEMBER 14, 2021 UNDER RECEPTION NO. 4784810. (AFFECTS PARCELS A & B). **AFFECTS PARCELS A & B. OPTION NOT PLOTTABLE.**
- RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED DECEMBER 14, 1911, IN BOOK 346 AT PAGE 469. (AFFECTS W1/2NW1/4, NW1/4SW1/4 AND SW1/4SW1/4 OF SECTION 8). **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL C WHICH IS NOT PART OF THIS PROJECT.**
- RIGHT OF WAY EASEMENT AS GRANTED TO WELD COUNTY FOR ROAD PURPOSES IN INSTRUMENT RECORDED MAY 29, 1907 IN BOOK 280 AT PAGE 143. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL C WHICH IS NOT PART OF THIS PROJECT.**
- EASEMENT GRANTED TO PLATTE RIVER POWER AUTHORITY, FOR ELECTRIC TRANSMISSION LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED AUGUST 08, 1977, UNDER RECEPTION NO. 1726862. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL C WHICH IS NOT PART OF THIS PROJECT.**
- EASEMENT GRANTED TO PLATTE RIVER POWER AUTHORITY, FOR ELECTRIC TRANSMISSION LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED APRIL 05, 1978, UNDER RECEPTION NO. 1749131. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL C WHICH IS NOT PART OF THIS PROJECT.**
- UNDIVIDED INTEREST IN ANY AND ALL MINERAL RIGHTS LYING IN, ON OR UNDER SUBJECT PROPERTY AS RESERVED BY JOHN R. MINCH IN DEED RECORDED NOVEMBER 13, 1984 UNDER RECEPTION NO. 01988299. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL C WHICH IS NOT PART OF THIS PROJECT.**
- EASEMENT GRANTED TO LITTLE THOMPSON WATER DISTRICT FOR TRANSMISSION AND DISTRIBUTION OF WATER, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JANUARY 29, 1996, UNDER RECEPTION NO. 2473559. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL C WHICH IS NOT PART OF THIS PROJECT.**
- EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF RECORDED EXEMPTION NO. 1207-8-3-RE-2740 RECORDED APRIL 06, 2001 UNDER RECEPTION NO. 2388531. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL C WHICH IS NOT PART OF THIS PROJECT.**
- EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF RECORDED EXEMPTION NO. 1207-08-3-RE-4515 RECORDED JANUARY 31, 2007 UNDER RECEPTION NO. 3452945. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL C WHICH IS NOT PART OF THIS PROJECT.**
- REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED OCTOBER 15, 2007 UNDER RECEPTION NO. 3511023. (AFFECTS PARCELS A & B). **NOTIFICATION OF SURFACE DEVELOPMENT NOT PLOTTABLE.**
- OIL AND GAS LEASE BETWEEN RICHARD L. HORN AND NOBLE ENERGY, INC., RECORDED MAY 05, 2009 UNDER RECEPTION NO. 3620617 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
NOTE: AFFIDAVIT OF PRODUCTION RECORDED AUGUST 5, 2015 UNDER RECEPTION NO. 4131290.
NOTE: DECLARATION OF POOLING AND UNIT DESIGNATION RECORDED JULY 24, 2017 UNDER RECEPTION NO. 4320663. **AFFECTS PARCELS A AND B. OIL AND GAS LEASE NOT PLOTTABLE.**
- ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE NORTHERN COLORADO WATER CONSERVANCY DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED SEPTEMBER 29, 2010, UNDER RECEPTION NO. 3721790. **AFFECTS PARCELS A & B. TAXES, LENS, FEES OR ASSESSMENTS NOT PLOTTABLE.**
- REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED JANUARY 03, 2014 UNDER RECEPTION NO. 3987879. (AFFECTS PARCELS A & B). **NOTIFICATION OF SURFACE DEVELOPMENT NOT PLOTTABLE.**
- EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF RECORDED EXEMPTION NO. 1207-8-3-RECX14-0096 RECORDED JANUARY 14, 2015 UNDER RECEPTION NO. 4075814. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL C WHICH IS NOT PART OF THIS PROJECT.**
- EASEMENT GRANTED TO KERR-MCGEE GATHERING LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR PIPELINES FOR THE TRANSPORTATION OR TRANSMISSION OF OIL, GAS, PETROLEUM PRODUCTS, WATER, HYDROCARBONS AND ANY OTHER SUBSTANCES, WHETHER FLUID, SOLID OR GASEOUS, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED MARCH 27, 2015, UNDER RECEPTION NO. 4093800. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL C WHICH IS NOT PART OF THIS PROJECT.**
- REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED JULY 12, 2016 UNDER RECEPTION NO. 4218393. **AFFECTS PARCELS A & B. NOTIFICATION OF SURFACE DEVELOPMENT NOT PLOTTABLE.**
- ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE LITTLE THOMPSON WATER DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED SEPTEMBER 26, 2016, UNDER RECEPTION NO. 4239557. **DOES NOT AFFECT SUBJECT PARCELS A OR B.**
- RESERVATIONS AS CONTAINED IN PATENT OF THE UNITED STATES RECORDED FEBRUARY 02, 1903 IN BOOK 201 AT PAGE 401. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL D WHICH IS NOT PART OF THIS PROJECT.**
- RESERVATIONS BY THE UNION PACIFIC RAILROAD COMPANY COMPANY OF:
(1) ALL OIL, COAL AND OTHER MINERALS UNDERLYING SUBJECT PROPERTY,
(2) THE EXCLUSIVE RIGHT TO PROSPECT FOR, MINE AND REMOVE OIL, COAL AND OTHER MINERALS, AND
(3) THE RIGHT OF INGRESS AND EGRESS AND REGRESS TO PROSPECT FOR, MINE AND REMOVE OIL, COAL AND OTHER MINERALS, ALL AS CONTAINED IN DEED RECORDED JULY 01, 1915, IN BOOK 417 AT PAGE 275. MINERAL DEED RECORDED JANUARY 13, 1978 UNDER RECEPTION NO. 1749131. RELEASE AND QUIT CLAIM DEED RECORDED 12/17/99 UNDER RECEPTION NO. 2661201. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL D WHICH IS NOT PART OF THIS PROJECT.**
- OIL AND GAS LEASE BETWEEN CHAMPLIN PETROLEUM COMPANY AND AMOCO PRODUCTION COMPANY, RECORDED FEBRUARY 10, 1978 UNDER RECEPTION NO. 1741181. AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
NOTE: AFFIDAVIT OF PRODUCTION RECORDED FEBRUARY 10, 1983 UNDER RECEPTION NO. 01917053.
NOTE: DECLARATION OF POOLING RECORDED JULY 24, 2014 UNDER RECEPTION NOS. 4033083 AND 4033084. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL D WHICH IS NOT PART OF THIS PROJECT.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT OF WAY GRANT TO PANHANDLE EASTERN PIPE LINE COMPANY FOR PIPELINE FOR THE TRANSPORTATION OF OIL, GAS, OR OTHER SUBSTANCES RECORDED MARCH 27, 1982 UNDER RECEPTION NO. 01893002. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL D WHICH IS NOT PART OF THIS PROJECT.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SURFACE OWNERS AGREEMENT RECORDED SEPTEMBER 20, 1982 UNDER RECEPTION NO. 01904188. ASSIGNMENT OF SURFACE RIGHTS RECORDED OCTOBER 4, 1990 UNDER RECEPTION NO. 02229277. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL D WHICH IS NOT PART OF THIS PROJECT.**
- ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE LONGS PEAK WATER DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED OCTOBER 17, 1991, UNDER RECEPTION NO. 02266485. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL D WHICH IS NOT PART OF THIS PROJECT.**
- EASEMENTS AND NOTES ON THE LAND SURVEY PLAT RECORDED NOVEMBER 06, 1997 UNDER RECEPTION NO. 2577911. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL D WHICH IS NOT PART OF THIS PROJECT.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND RESERVED IN DEED RECORDED APRIL 02, 1998 UNDER RECEPTION NO. 2603668. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL D WHICH IS NOT PART OF THIS PROJECT.**
- EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF RECORDED EXEMPTION NO. 1207-07-3-RE2104 RECORDED JUNE 23, 1998 UNDER RECEPTION NO. 2621420. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL D WHICH IS NOT PART OF THIS PROJECT.**
- EASEMENT GRANTED TO UNITED POWER, INC., FOR ELECTRIC FACILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JULY 28, 1998, UNDER RECEPTION NO. 2628749. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL D WHICH IS NOT PART OF THIS PROJECT.**
- REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED MAY 25, 2002 UNDER RECEPTION NO. 2954750. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL D WHICH IS NOT PART OF THIS PROJECT.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF WATER PIPELINE EASEMENT TO LONGS PEAK WATER DISTRICT RECORDED APRIL 09, 2007 UNDER RECEPTION NO. 3467557. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL D WHICH IS NOT PART OF THIS PROJECT.**
- ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE NORTHERN COLORADO WATER CONSERVANCY DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED SEPTEMBER 29, 2010, UNDER RECEPTION NO. 3721790. **AFFECTS PARCELS A & B. TAXES, LENS, FEES OR ASSESSMENTS NOT PLOTTABLE.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT OF WAY GRANT TO KERR-MCGEE GATHERING LLC RECORDED JANUARY 13, 2014 UNDER RECEPTION NO. 3989634. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL D WHICH IS NOT PART OF THIS PROJECT.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF SURFACE USE AGREEMENT RECORDED AUGUST 12, 2014 UNDER RECEPTION NO. 4037591. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL D WHICH IS NOT PART OF THIS PROJECT.**
- TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF OPTION TO LEASE LANDS BY AND BETWEEN SHERRY R. BOLTON AND DAVID W. BOLTON, OPTIONOR AND SATURN POWER CORP., A DELAWARE LIMITED LIABILITY COMPANY, OPTIONEE RECORDED MAY 4, 2020 UNDER RECEPTION NO. 4587650. **DOES NOT AFFECT SUBJECT PARCELS A OR B. AFFECTS PARCEL D WHICH IS NOT PART OF THIS PROJECT.**

NOTE: THE FOLLOWING NOTICES PURSUANT TO CRS 9-1.5-103 CONCERNING UNDERGROUND FACILITIES HAVE BEEN FILED WITH THE CLERK AND RECORDER. THESE STATEMENTS ARE GENERAL AND DO NOT NECESSARILY GIVE NOTICE OF UNDERGROUND FACILITIES WITHIN THE SUBJECT PROPERTY:
(A) PANHANDLE EASTERN PIPE LINE COMPANY, RECORDED OCTOBER 1, 1981 AT RECEPTION NO. 1870756 AND RECORDED JUNE 26, 1986 AT RECEPTION NO. 2058722. **AFFECTS PARCELS A AND B. NOT PLOTTABLE.**
(B) UNITED POWER, INC., RECORDED JANUARY 24, 1991 AT RECEPTION NO. 2239296. **AFFECTS PARCELS A AND B. NOT PLOTTABLE.**

SUGAR BEET SOLAR, LLC

PORTIONS OF SECTION 8, T3N, R68W, 6th P.M.,
WELD COUNTY, COLORADO

SURVEYED BY:	DRAWN BY:	PROJECT:	FILE:	SCALE:	SHEET:
O.R. 03-16-2022	P.B. 03-28-2022	ENY01-22-0001	E-10005	N/A	5 OF 5



UELS, LLC
Corporate Office * 85 South 200 East
Vernal, UT 84078 * (435) 789-1017

Selected Fiscal Implications to the Town of Mead, Colorado – Revised October 2022

Enyo Energy's Sugar Beet Solar Project as compared to Single Family Residential Development

Introduction

This analysis presents a “pro forma” comparison of projected property tax, sales tax and other development related revenues that would accrue to the Town of Mead, Colorado under three set of development assumptions for approximately 195 acres of land: the first being Enyo’s Sugar Beet project, the other two being residential development of the site. The land is currently in agricultural use. Property and sales tax revenue accruals are projected for the period 2024 – 2065. The other development-related revenues are discussed in terms of the relevant time frames.

Inputs to the Analysis

Enyo’s Sugar Beet Solar Project:

- Construction in 2024, operational in 2025, first taxes in 2026.
- Operational life of project: 2025 to 2064 (40 years).
- Decommissioned in 2065.
- Facility capacity: 40 MW of solar generation and 25 MW of storage.
- Initial project development cost: ~ \$84 million.
- Initial project assessed value: \$7.78 million. This value is based on the template for renewable energy projects prepared by the Colorado Department of Local Affairs.¹
- A complete repowering of the generation and storage capacity is anticipated following 20-to-25 years of operation (repowering is assumed to occur in 2046 for this analysis).
- Depreciation factor: 5% per year.
- Long-term residual value: 20%.

Single Family Residential Development:

- Much of the land area is zoned RSF-4, allowing single family residential with a minimum lot size of 6,250 square feet and a net density of 4 units/acre.
- A maximum of 343 single family dwelling units were approved under the property’s 2009 annexation agreement with the Town of Mead.
- Recent residential development in the region suggest future development might occur at a higher density. For this analysis, a residential development scenario with 550 units is also considered.
- Assumed residential development: completion of 34 or 55 units per year for the respective scenarios, beginning in 2026 with build out in 2035.²
- Initial average market value per unit: \$520,000.
- Future average market value, increasing at 2.5% per year, compounded.

¹ This value is based on the template for renewable energy projects prepared by the Colorado Department of Local Affairs, Division of Property Taxation, 2022 *Renewable Template for Estimating Property Taxes for Qualified State Assessed Renewables*, available at <https://cdola.colorado.gov/renewable-energy>.

² The residential development assumptions do not represent a market analysis as to the timing, type, or value of residential development. However, there has been no development interest in the parcel since it was annexed in 2009. Furthermore, the initiation of home construction is contingent upon the completion of an approved site development/subdivision plan, site preparation and extension and construction of major utility infrastructure to the site.

Other Factors Underlying the Analysis:

- Future property tax assessment rates remain constant at 29% for industrial and 7.15% for residential.
- Revenues are based on the Town's current tax rate of 11.522 mills and assumed to remain constant.
- Property and sales and use tax revenues are projected.
- Sales and use taxes are based on the estimated taxable shares of project development and construction costs and the Town's current 3.0 percent tax rate.
- Other differences in revenues, for instance, building permits, are addressed qualitatively.
- Future general fund expenditures are projected based on the Town's 2022 adopted budget, with allocations to residential and non-residential development.

Property Tax Revenues and Projected General Fund Expenditures

Enyo's Sugar Beet Project:

- 1st year property tax revenue to the Town of Mead = \$90,068 (2026).
- Annual revenues decline 5% per year until reaching a constant \$18,962 in 2042.
- Revenues would increase following repowering and decline by 5% per year thereafter.
- Cumulative property tax revenues over 40-year life of project are estimated at \$1,896,166. The annual and cumulative property tax revenues from the Sugar Beet project are shown in Figure 1.

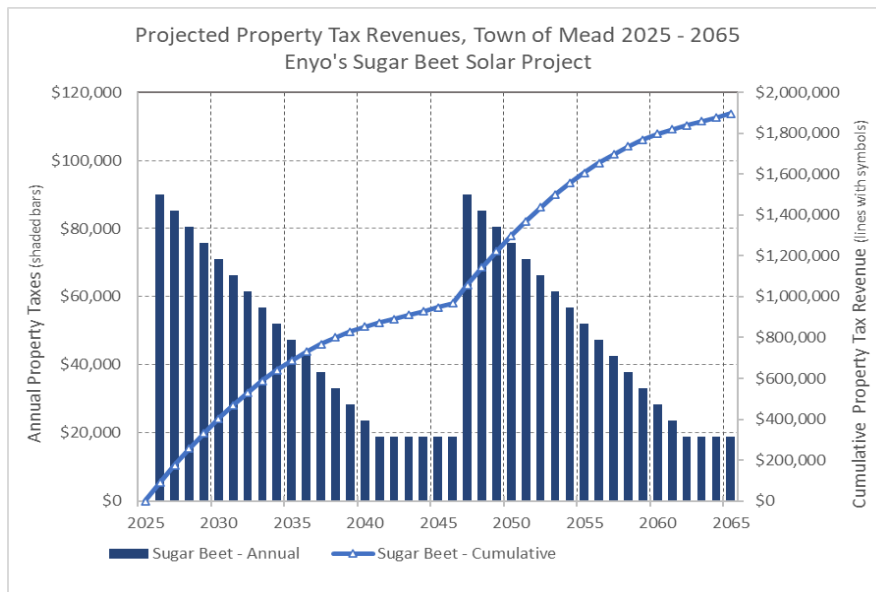


Figure 1. Projected Annual and Cumulative Property Tax Revenues from the Sugar Beet Project

- The Sugar Beet project would result in little, if any, incremental demand on municipal facilities and services. Thus, virtually all the property tax revenues generated by the project would be available to fund municipal service costs for the remainder of the community.
- Other entities with taxing authority on the property would realize cumulative property tax revenues of \$15,539,611 over the life of the project. These revenues can help support education and other public services provided to residents and businesses in Mead. These entities and their associated project-related property tax revenues are:
 - o High Plains Library District: \$526,128

- o Mountain View Fire Protection District: \$2,673,756
- o Northern Colorado Water: \$164,569
- o School District RE1J-Longmont: \$9,468,983
- o St. Vrain Left Hand Water: \$231,384
- o Weld County: \$2,474,792

Single Family Residential Development:

Base Case: 343 Dwelling Units (DUs)

- 1st year property tax revenue to the Town: \$16,550 (2027).
- Annual property tax revenues increase due to appreciation, reaching \$424,871 in 2065, an average of \$1,239 per unit.
- Cumulative property tax revenues of \$9,975,504 through 2065. The annual and cumulative property tax revenues from the assumed residential development are shown in Figure 2.

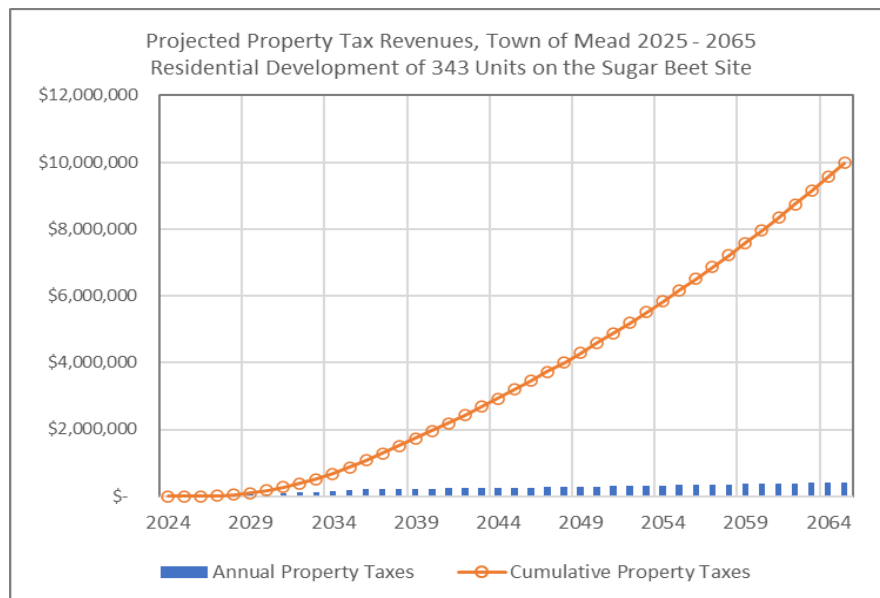


Figure 2. Annual and Cumulative Property Tax Revenue for Development of 343 DUs on the Sugar Beet Site

Unlike the Sugar Beet project which would have negligible impact on demands on municipal services and facilities, residential development of the site would result in substantial incremental demands on municipal services and facilities, including administrative services, police, public works, the town's streets, or community parks.

- The Town's 2022 budget suggests average annual general fund expenditures of \$3,400 per dwelling unit.³ Assuming comparable expenditures in the future, i.e., with no allowances for inflation over time, would result in annual incremental municipal expenditures of \$1,162,000 at build out, far greater than the incremental annual property tax revenues of \$424,884 -- see Figure 3.

³ The \$3,400 estimate is based on the: the Town's 2022 Budget, an assumption that 80% of general fund expenditures net of Board of Trustee, building inspections and non-departmental expenditures and existing residential development of 1,532 dwelling units.

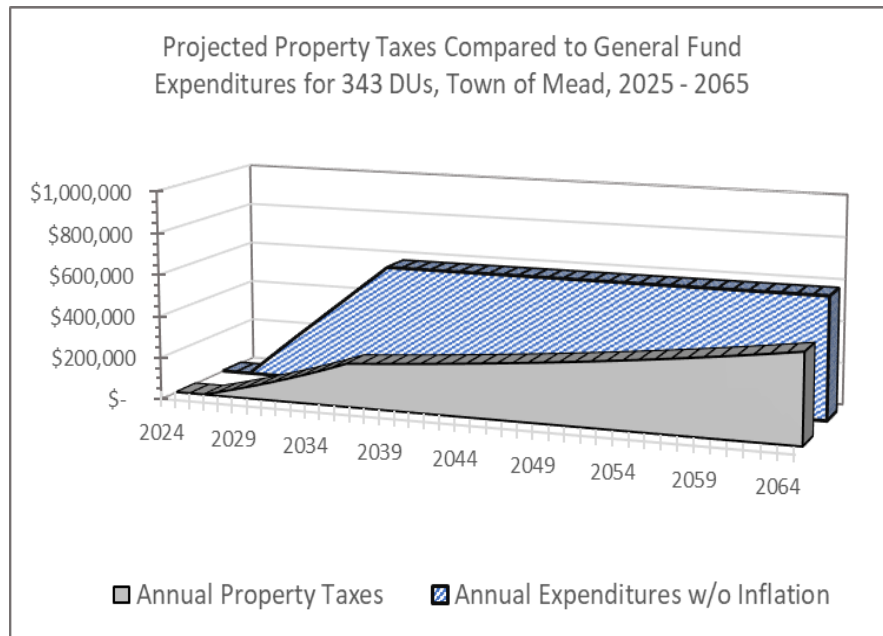


Figure 3. Annual Property Tax Revenues and Municipal Service Expenditures for Development of 343 DUs

- Through 2065, cumulative expenditures would be \$26,243,000 as compared to cumulative revenues of \$9,975,504, a net shortfall of \$16,267,563. (See also Table 1 in the conclusion).
- Even assuming incremental cost of municipal service were to decline to \$1,700 per unit, 50% of the current level, annual and cumulative expenditures would remain substantially greater than the property tax revenues from such development. Through 2065, the cumulative general fund expenditures would exceed the cumulative property tax revenues by than \$ \$11.88 million.

Higher Density Residential Development Scenario: 550 Units

- 1st year property tax revenue to the Town of Mead: \$23,561 (2027).
- Annual property tax revenues continue increasing due to the assumed appreciation, reaching \$681,301 in 2065.
- Cumulative property tax revenues would be \$15,305,532 through 2065. The annual and cumulative property tax revenues from the assumed residential development are shown in Figure 4.

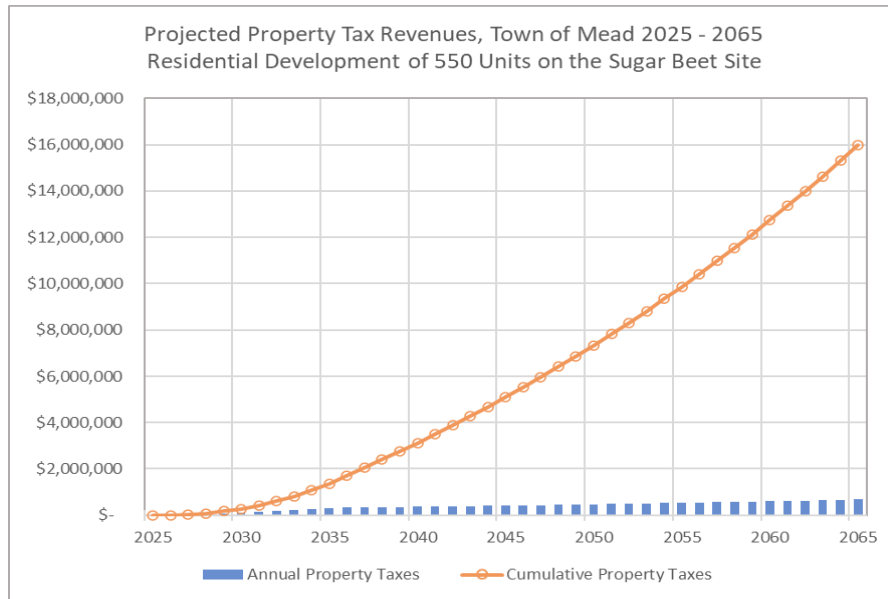


Figure 4. Annual and Cumulative Property Tax Revenues for Development of 550 DUs on the Sugar Beet Site

- Unlike the Sugar Beet project, residential development of the site would result in substantial incremental demands on municipal services and facilities.⁴ Assuming annual service expenditures of \$3,400 per dwelling unit over time yields annual incremental expenditures of \$1,870,000 at build out far greater than the incremental annual property tax revenues of \$681,301 -- see Figure 5.

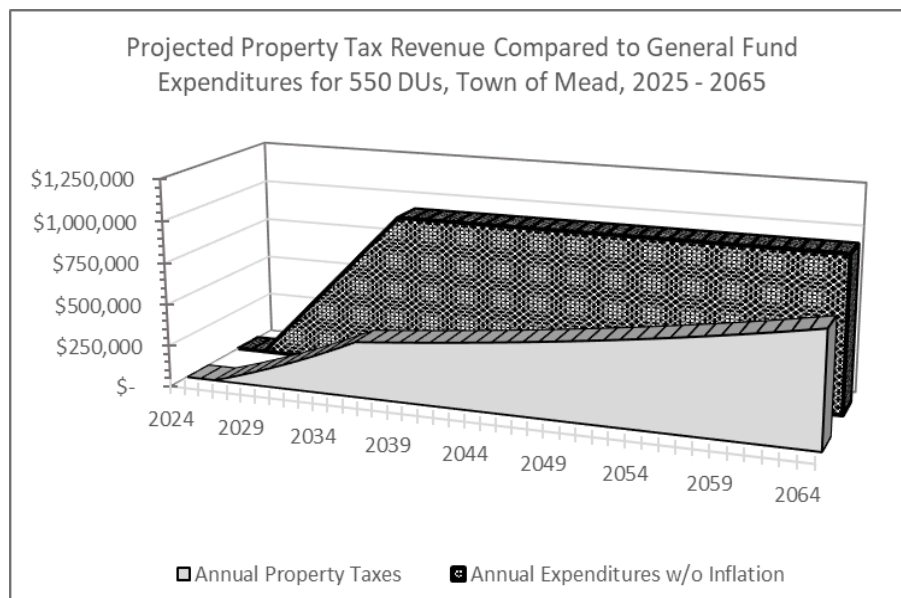


Figure 5. Projected Annual Property Tax Revenue and Municipal Service Expenditures for 550 DUs

- Through 2065, cumulative expenditures would be \$42,049,617 as compared to cumulative revenues of \$15,986,833, a net shortfall of \$26,062,784.

⁴ The \$3,400 estimate is based on the: the Town's 2022 Budget, an assumption that 80% of general fund expenditures net of Board of Trustee, building inspections and non-departmental expenditures and existing residential development of 1,532 dwelling units.

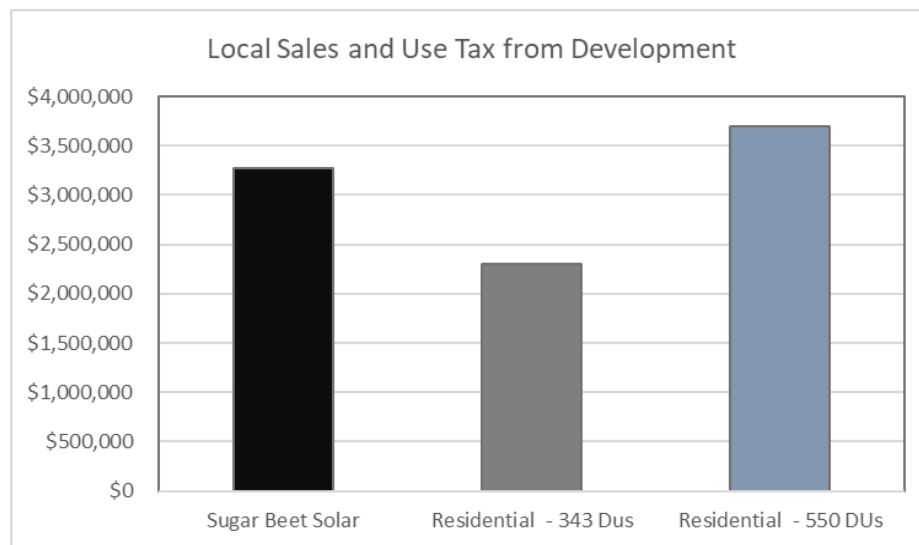
- Assuming incremental expenditures of \$1,700 per unit, and with no allowances for inflation, would still result in cumulative expenditures more than \$10.16 million greater than the property tax revenues. (See also Table 1 in the conclusion).

The above comparison shows that the Town of Mead would realize additional net property tax revenues from the Sugar Beet project and substantial savings from avoided municipal general fund service expenditures associated with residential development. Those savings are estimated at up to \$1,870,000/year assuming residential build out of 550 DUs on the subject property.

Other Development-related Revenues

Construction-related local sales and use taxes:

- Sugar Beet Solar: \$3.28 million (\$1.64 million in 2024/2025 and \$1.64 million in 2046)
- Base Case single family residential: \$2.30 million (over 10 years, 2027 – 2036)
- Higher Density single family residential: \$3.69 million (over 10 years, 2027 – 2036)
- Figure 6 presents the comparative total local sales and use taxes associated with the Sugar Beet and prospective residential development.



- Difference between Sugar Beet and the Residential (range): \$0.98 million higher than the base case residential and \$0.41 million less than the higher density development.

Local sales taxes from consumer spending by residents:

- Additional local sales tax revenues would be generated from local taxable retail purchases by residents of the residential development. Such revenues would reduce, but not fully offset the shortfalls in revenues and sales and use taxes from construction necessary to fund future municipal expenditures.
- The Sugar Beet project would generate a limited amount of such revenues. These revenues are not estimated for this analysis.

Building Permit Fees:

- Building permit fees would result under any development scenario. Such revenues are not estimated due to a lack of information on which to estimate the permit values for the project.
- The amount of building permit fee revenue derived from residential development would likely exceed that from the Sugar Beet project.
- However, such fees are intended to recoup the Town's costs associated with review and processing of development proposals and building inspections. Thus, the differences in building permit fees also reflect differences in the Town's costs such that the net budgetary impact of the difference would be limited.

Development Impact Fees:

- The prospective single family residential development would generate development impact fees commensurate with the level of development: \$4.88 million with 343 dwelling units and \$7.83 million for 550 dwelling units.⁵
- The Sugar Beet project would not be subject to development impact fees. At the same time, the incremental infrastructure capacity that would have been funded by these fees would be unnecessary.

Other Considerations

Timing of Revenues:

- The prospective single family residential development analyzed is speculative with no guarantee that this development will be constructed in the assumed manner and timeframe. Consequently, the receipt of the projected development-related and future property tax revenues is also uncertain. On the other hand, Enyo's Sugar Beet Project is ready to begin permitting and construction within a few years of receiving land use entitlements from the Town.

Future Redevelopment:

- At the end of the Sugar Beet project's operational, the site would be reclaimed after the solar project is decommissioned and become available for future redevelopment. In other words, the tax benefits associated with the Sugar Beet project defers, but do not preclude the fees and tax benefits that would be associated with future redevelopment of the underlying real estate.

Energy Production from the Project:

- Annual energy generated by the facility would meet the electrical needs of about 10,000 homes.

Conclusion

Enyo Energy's Sugar Beet Solar project would generate significant sales, use and property taxes and building permit revenues for the Town of Mead during construction and over its 40-year operating life. Additional demands on municipal services would be limited. Following decommissioning of the project, the site would be available for redevelopment, with such development triggering future rounds of municipal revenues. In comparison, residential development would result in substantial demand on municipal services and facilities with revenue shortfalls needing to be covered from other sources – see Table 1 below. Consequently, approval

⁵ Based on the current fee of \$14,228 per single family dwelling unit (DU). The impact fees per DU will be adjusted over time to reflect changes in costs.

of the Sugar Beet Solar project would yield short-term and long-term benefits to the Town of Mead.

Table 1. Net revenue from the Sugar Beet Project and Residential Development of the Site

	Sugar Beet Project	Residential Development – 343 DUs	Residential Development – 550 DUs
Property taxes thru 2065	\$1,896,166	\$9,975,504	\$15,986,833
Plus: Sales & use taxes during construction	\$3,276,000	\$2,304,000	\$3,694,000
Less: Projected municipal service costs	(\$ 200,000) ¹	(\$26,243,067)	(\$42,049,617)
Net surplus/shortfall	\$4,972,166	(\$13,963,563)	(\$22,368,784)

¹ Based on \$5,000 per year for 40 years.

Ronald A. Dutton

Socioeconomic Specialist – Regional Economics, Fiscal Impacts, Population & Housing

Years of Experience: 35+

Technical Specialties

- Project Management of Socioeconomic studies for governmental agencies and private clients
- Social and economic impact assessments for NEPA, state and other permitting processes
- Regional economic and fiscal impact modeling

Education

- University of Wyoming, Master of Science in Economics
- University of Wyoming, Bachelor of Science in Economics

PROFESSIONAL CAREER AND EXPERIENCE

Mr. Dutton has extensive experience in the fields of regional economic analysis, socioeconomic and fiscal impact assessment, and economic feasibility analysis. A majority of Mr. Dutton's project experience is in the Rocky Mountain and Intermountain West regions, including many projects located in Wyoming. Specific assignments include assessments of proposed oil and gas, mining, energy generation and transmission, recreation, and military base realignment projects on regional economies: projections of regional economic conditions; and, the implications of growth on local government fiscal conditions. Much of this work has been associated with third-party EISs, including those for numerous proposed projects on publicly managed lands, primarily those located in Wyoming, Utah, and Nevada. Lead federal agencies for the NEPA efforts include the U.S. Bureau of Land Management, Forest Service, National Park Service, Bureau of Reclamation, Office of Surface Mining Reclamation and Enforcement, Army Corps of Engineers, U.S. Army, and U.S. Air Force.

Mr. Dutton's supported the preparation of a several permit applications to the Wyoming Industrial Siting Council including teaming with SWCA on the recently permitted TransWest Express Transmission Project in Carbon and Sweetwater counties in Wyoming. He was the socioeconomic lead for the Chokecherry-Sierra Madre Wind Project EIS (1,000 turbines) and TransWest Transmission Line (Wyoming to Nevada) EIS and led the economic, housing, and fiscal assessments for several oil and gas development projects in Carbon and Sweetwater Counties in Wyoming.

He is the socioeconomic discipline lead for the ongoing Converse County Oil and Gas EIS (Wyoming) and served as socioeconomic lead for the U.S. Bureau of Reclamation's Navajo Generating Station/Kayenta Mine Complex EIS. Other recent major projects include the Clark, Lincoln, and White Pine Counties Groundwater Development EIS (southern Nevada) and several oil and gas development projects in Utah's Uinta Basin.

An area of specialization for Mr. Dutton is the analysis of housing and fiscal impacts of growth, development, and economic contractions on local governments and quasi-public service providers. These analyses link anticipated changes in key economic activities to key revenue and expenditure streams to project net changes in fiscal conditions.

Sammons/Dutton LLC is based in Denver, Colorado. Ron and George Blankenship have collaborated on numerous projects over the past 30 years, leveraging their respective experience and specialties to prepare comprehensive and robust socioeconomic assessments, including the interdisciplinary assessment requirements of the NEPA and the WISC.

Summary of Background - Gary Horvath

4531 West 124th Avenue
Broomfield, CO 80020
sportsgrh@aol.com
303 460-9767

Work Experience

Business and Economic Research, Durango/Broomfield, Colorado, ongoing, 37 years ongoing.

- Manages and conducts independent business, economic, and market research.
- Focus on labor analysis, industry analysis, economic impact, and analysis of sports data.

2021 Colorado Legislative Independent Redistricting Commission, Denver, Colorado, 9 months.

- Served on commission to draw 65 House and 35 Senate maps.

Research Manager, Colorado Office of Labor Market Information, Denver, Colorado, 1 year.

- Conducted labor analysis for Colorado industries and geographic areas.
- Managed special projects in support of various state agencies.
- Evaluated economic impact analyses.
- Delivered labor and data presentations
- Worked on special projects.

Managing Director, University of Colorado, Leeds School of Business, Business Research Division, Boulder, 4 years.

- Hiring and managing 3 to 4 full-time staff and 3 to 5 student researchers.
- Managed budget of \$350,000.
- Responsible for preparation of research proposals, projects, and presentations.
- Directed Colorado Business Economic Outlook Forum.
- Developed organizational strategic plan
- Managed department communications (e-newsletter, website, and blog).
- Conducted interviews with media.

Co-Founder/Project Instructor, Business of Sports Certification Program, University of Colorado, 1 1/2 years.

- Developed curriculum for program.
- Got approval for program from university officials.
- Provided input in recruitment of students and support companies.
- Oversaw research projects conducted by students.

Research Analyst, University of Colorado, Leeds School of Business; Business Research Division and Business Advancement Center, Boulder, 13 years.

- Managing staff of 3 to 4 full-time staff and 3 to 5 student researchers.
- Responsible for preparation of research proposals, projects, and presentations.
- Principal investigator for Colorado Business Economic Outlook Forum.
- Assisted with organizational strategic plan.
- Responsible for department communications.
- Conducted interviews with media.

Marketing Analyst, Mile High Equipment Company, Denver, Colorado, 3 years.

- Prepared monthly and annual domestic and international sales and order forecasts by major product categories (\$40 million).
- Prepared monthly market share analysis.
- Helped initiate and manage equipment leasing program for distributors.
- Prepared government bids.
- Developed product mix and sales analysis.
- Tracked distributor inventories.
- Developed methodology for evaluating potential sales for regional marketing managers.
- Assisted with strategic planning efforts.

Director of Racquet Sports, Tamarron Resort, Durango, Colorado, 13 years.

- Managed racquet sports programs for five-star resort.
- Responsible for preparation of annual budget and presentation of performance-to-budget at monthly budget meetings with General Manager, CFO, and President.
- Attended weekly department manager meetings; reported on activities and performance-to-budget.
- Responsible for hiring, staffing, and management of staff of 3 to people.
- Managed retail outlet.
- Coordinated group sales efforts with the reservations and conference sales department.
- **Chair of Energy Task Force (ETF)** directed cross functional team that reduced the company's energy consumption through conservation efforts and the installation of new equipment, chaired committee 3 years; received state and national recognition for ETF's work.
- **Member of Quality Assurance Task Force**, committee that developed metrics for measuring staff performance against quality standards; chaired subcommittee that directed employee satisfaction survey, served on committee 2 years.
- **Co-Director of Tamarron/Miller Lite-10K** Mountain race for 150 runners, five years.
- **Committee member for Ken Stabler Coors Tamarron Classic**, fund-raising event for local charity.

Adjunct Faculty, Fort Lewis College, Durango, Colorado, taught 1-2 business statistics classes each academic year for 7 years.

Education

Master of Business Administration, general business with an emphasis in marketing and finance, University of Colorado.

- Worked as research assistant.

Master of Education, education with emphasis in athletic administration, Oregon State University.

- Worked as a research assistant.
- Played on club volleyball team.

Bachelor of Arts, mathematics, Fort Lewis College.

- Received academic and athletic scholarships.
- Worked as dorm advisor.
- Served on student senate.
- Member and captain of men's tennis team/All Conference and Academic Honor roll.

Professional Development and Continuing Education

Continuing Education Programs, attended ongoing continuing education programs and webinars, NABE, DABE, The Conference Board, USPTA, the Aspen Institute, Project Play

LED Partnership Workshop attended workshop for users of Local Employment Dynamics data set.

Leadership Broomfield, participant in local leadership development program.

50 for Colorado, participant in statewide leadership development program.

National Association of Business Economists attended 11 national annual policy meetings.

Denver Association of Business Economists attended numerous 25 monthly Colorado meetings.

Colorado Chapter American Marketing Association attended over 15 monthly Colorado meetings.

Association of University and Business Economic Research attended 10 national meetings.

State Demographer's Annual Meeting attended 18 meetings.

State Economic Development Council of Colorado attended over 15 state and regional meetings.

UEDA/NAMTAC Annual Conference, attended two conferences.

JIT/TQC, week-long intensive training seminar, Denver, CO.

USPTA World and Regional Conferences, attended over 50 annual world, regional, and local conferences.

USTA Tennis Teachers Conference, attended 1 international conference.

USAV High Performance Coaches Clinics, attended 6 national conferences.

WTCA Baseline Certification, completed comprehensive online course to support coaches who work with women tennis players.

Community Involvement

Colorado media - Wrote op-ed columns and quoted in Colorado media, 20+ years, current.

Adams County Economic Development Corporation, 7 years - current.

Colorado Advanced Industries, Chair of Photonics/Electronics Committee for grant funding for early stages companies, 9 years - current.

Colorado Photonics Industry Association, Co-Founder, Officer, and Board Member, 20+ years, current.

Adams County Education Consortium, participant in ACEC meetings, 8 years, current.

Economic Development Council of Colorado, Board Member, 4 years.

Colorado Blueprint Committee, Served on multiple ad hoc committees/groups for the Colorado Blueprint Bottom-up strategic planning process for the Governor's Office of Economic Development, 2 years.

Northwest Denver Business Partnership, Board Member, 2 years.

Broomfield Economic Development Corporation, Board Member, 3 years.

Renewable and Sustainable Energy Institute (RASEI) at University of Colorado, Affiliate, 3 years.

School Accountability Committee, The Academy of Charter Schools, Committee Chair, 3 years.

USA PPTA - Founder, President of certification trade association for platform tennis instructors, 5 years.

APTA - National Board Member, Platform tennis governing body, 13 years.

USPTA - National Executive Committee (2 years), Divisional Board Officer/Committee Chair 20+ years, USPTA National Platform Tennis Committee, 3 years.

American Marketing Association, Officer, 1 year, member 20 years.

Net Results, Charter Board Member, After-school program for at-risk children, 1 year.

Professional Recognition

Colorado Photonics Industry Association Founder's Award, contributions to the Colorado Photonics Industry, 2006.

NAMTAC (UEDA) Project of the Year, development of the Colorado photonics cluster.

USPTA Intermountain Division, Professional of the Year, contributions to the tennis profession in Intermountain Region, 1993.

CTA - Clyde Rogers Award, contributions to recreational tennis in Colorado, 1991.

USPTA Master Professional, ongoing contributions to the tennis profession, 1991.

State of Colorado, Technology Transfer of the 1980's, contributions of Tamarron Energy Task Force to energy conservation, 1984.

U.S. Department of Energy, Technology Transfer of the 1980's, contributions of Tamarron Energy Task Force to energy conservation, 1984.

Presentations

"Momentum and Headwinds - Colorado Economy," 35-minute presentation for Castle Rock Economic Development Corporation, January 2022.

"State of Colorado Economy," 12-minute webinar panel presentation for Colorado Cooperative, December 2021.

"State of Colorado Economy," 12-minute webinar panel presentation for Colorado Cooperative, December 2020.

"Position Your Business for the Economic Recovery," 45-minute webinar (Zoom) panel for members of Adams County Regional Economic Partnership, April 2020.

"The Colorado Economy," 30-minute presentation to members of Financial Planning Association of Colorado, January 2020.

"Legislation and the Colorado Economy," 60-minute panel discussion to members of the Castle Rock Chamber of Commerce, June 2019.

"Colorado Economy and Employment Data Through March 2017," 40-minute presentation to presidents and officers of Colorado First Bank, May 2017.

"Colorado Economic Update - Focus on Manufacturing," 35-minute presentation to the Colorado Advanced Manufacturing Association, March 2017.

"Colorado Economic Forecast 2017 - Just the Facts!" 40-minute presentation to the Larimer County Workforce Board, February 2017.

"Colorado and Boulder Economic Update," 45-minute presentation to Boulder Area Human Resource Association, June 2015.

"Realities of U.S. and Colorado Economies," 30-minute presentation to Board of Directors, Longmont Area Economic Council, Longmont, CO, June 2013.

"Review of U.S. and Colorado Economies," 20-minute presentation to the membership, Brighton Economic Development Corporation, Brighton, CO, May 2013.

"Colorado Economic Outlook 2013," One-hour presentation to the Colorado Technical Recruiters' Network - Southern Metro area, monthly meeting, Englewood, CO, May 2013.

"Colorado Economic Outlook 2013," One-hour presentation to the Colorado Technical Recruiters' Network - Northern Metro area, monthly meeting, Broomfield, CO, May 2013.

"Colorado Industries, Occupations, And Completions Workforce Supply and Demand", 45-minute presentation to the Colorado Commission on Higher Education, Denver, CO, February 2013.

"Broomfield Economic Development Corporation Employment Update," 30-minute presentation for BEDC, April 2012.

"Industries and Occupations Transforming the Northern Colorado Economy." 45-minute presentation for the Larimer County Workforce Board, Annual Business Summit, Loveland, CO, February 2012.

"Colorado Economic Forecast 2012," One-hour presentation to the Colorado Technical Recruiters' Network - Southern Metro area, monthly meeting, Englewood, CO, February 2012.

"Colorado Economic Forecast 2012," One-hour presentation to the Colorado Technical Recruiters' Network - Northern Metro area, monthly meeting, Broomfield, CO, January 2012.

"State of Manufacturing in Colorado." One-hour presentation to the Adams County Economic Development Membership, Annual Meeting, Westminster, CO, November 2011.

"Colorado -State of the Economy." One-hour presentation to Adams County Education Consortium, Westminster, CO, October 2011.

"Midyear Economic Update: Implications for the IT and Mobile Industries," 45-minute presentation to Rocky Mountain Information Managers Association, Denver, CO, August 2011.

"Colorado Economic Review," One-hour presentation to the Colorado Rural Workforce Consortium Workforce Investment Board Annual Conference, Vail, CO, June 2011.

"Colorado and Boulder Economic Update," 45-minute presentation to Boulder Area Human Resource Association, June 2011.

"Why Photonics Matters to the Colorado Economy," 45-minute presentation to Colorado Photonics Industry Association, Boulder, CO, May 2011.

"The Rocky Colorado Economy." 30-minute presentation to the Broomfield Economic Development Corporation, Broomfield, CO, September 2010.

"Where is the Colorado Economy Headed?" Two 35-minute presentations to the Castle Rock Economic Development Corporation, Castle Rock, CO, July 2010, and June 2011.

"Colorado's Economy - Economic Drivers of the Economy." Three-hour presentation to loan officers at Guaranty Bank discussing how to use research and data to better understand their client's markets, Longmont, CO, March 2010.

"Colorado Data Mining Project - Jobs and Occupations" - Nine 45-60-minute presentations were made to Colorado Workforce Centers across the state, as well as the state conference, June - November 2009.

"Colorado Labor Trends," 35-minute presentation to Career Theories classes, Boulder, CO, April 2009.
"Colorado Economic Forecast," 1-hour presentation to Fifty for Colorado, Boulder, CO, January 2009.

"Forecast Accuracy – Colorado Business Economic Outlook," chaired panel discussion on forecast accuracy and made 20-minute presentation of working paper at AUBER annual conference, Bellingham, WA, October 2008.

"Boulder's Economic Drivers," 25-minute presentation at the Boulder Economic Summit on industry sectors and clusters that drive the Boulder economy, May 2008

"Advanced Technology in Colorado and Boulder County," 30-minute presentation to Longmont Area Economic Council Board of Directors, May 2007.

"Advanced Technology in Colorado and Boulder County," 30-minute presentation to Boulder County Workforce Development Board, May 2007.

"Impact of Federal Facilities on Denver Metro Area," 30-minute presentation to Denver Federal Board, Denver, CO, March 2007.

"Colorado's Nanotechnology Roadmap," 30-minute presentation to CORE and DABE, Denver, CO, presentations made in December 2006 and February 2007.

"Colorado's High-Tech Economy," 45-minute presentation to Fifty for Colorado Technology session, Boulder, CO, October 2006.

"Unveiling Colorado's Nanotechnology Roadmap," 30-minute presentation to announce the strategic plan for nanotechnology in Colorado as part of the Governor's Tech Week, Denver, CO, September 2006.

"The Future of the Electronics Industry in Colorado," 45-minute presentation to Rocky Mountain Chapter of IMAPS, Louisville, CO, September 2005.

"Colorado Microenterprise Analysis," 15-minute panel presentation at Colorado MicroCredit Conference, September, 2005.

"Are We Technically Ready?" 45-minute presentation at The Business of Emerging Technologies Conference, Aurora, CO, May 2005.

"Overview of the Boulder Economy," 30-minute presentation to the Boulder Valley Comprehensive Plan Task Force, Boulder, CO, January 2005.

"The Impact of the Department of Commerce Federal Labs on the City of Boulder, Boulder County, and Colorado," 15-minute presentation to the Boulder City Council, Boulder, CO, July 2002.

"What's the Point of it All? – Finding the Illusive Point," one-hour presentation on probability theory relative to tennis scoring, 2000 USPTA World Conference, Phoenix, AZ, September 2000.

"Colorado Sees the Light – Providing Support for the Colorado Photonics Industry," a 30-minute presentation on the formation of CPIA, 1999 NAMTAC Conference, Washington, D.C., March 1999.

"What's the Point of it All? Applications of Markovian Chain Theory," 10-minute presentation on sports applications of Markovian Chain Theory, 1999 USPTA Regional Convention, Denver, CO March 1999.

"Projecting and Managing a Special Project Budget," The USPTA Guide to Country Club Operations, 1989, 1996, 2003.

"Selecting the Right Person for Your Situation," 15-minute presentation for RJ Reilly Symposium, South Salem, NY, October 1988.

"Promoting Special Events," 15-minute presentation for RJ Reilly Symposium, South Salem, NY, October 1988.

Publications

The following list includes a portion of the projects, competitive analyses, or assessments in which Gary Horvath was the primary investigator or significant contributor to the study.

Publications (Published Regularly)

Colorado Business Economic Outlook prepared annual forecast booklet, presentation, and speech, as well as 30 to 50 presentations throughout the year, 1996 to 2010.

Colorado Business Review, Technical Advisor and Contributor, 1997 to 2010.

Colorado Photonics Directory and Industry Analysis, Editor, September 2006-2007, September 2004-2005, September 2002-2003, June 2000-2001, June 1998, June 1997.

Colorado Directory of Manufacturing, Editor, 2000.

Advanced Technology

A Roadmap for Nanotechnology in Colorado.

Homeland Security Research in Colorado.

Impact of the Aerospace Industry on Boulder County.

CCHE TAG Evaluation (CUBAC).

Summary of Findings for Public Sector Multi Use Network Project.

Economic Impact for Colorado Companies, A Survey of Colorado SBIR Award Winners.

University-Industry Seed Grant Program completed three years.

Colorado Technology Survey – Company Development and Plans Needs.

Colorado Technology Survey – Research Related Information.

Agriculture

Impact of the National Western Stock Show on Colorado.

The Impact of a Proposed Cheese Factory on Yuma County.

Impact Study of the Hog Industry on Yuma County.

Blog - Research and the Real World

Prepared a blog for the CU BRD three times a month about the Colorado economy and research conducted by group, 1 year.

Construction

Colorado's Construction Industry - Impact Beyond the Hammers and Nails

Competitive Analysis of Cement Industry.

Economic Development

(Confidential – multiple organizations) Regional Competitive Data Analysis

Broomfield City and County Economic Base Analysis.

US Enterprise Zone Benchmarks.

Incentivize Success.

Economic and Fiscal Impact of the Proposed Job Creation Program on the State of Colorado.

Economic Drivers: City of Boulder, Boulder County, Colorado.

Mayor's Office of Economic Development and International Trade Performance Survey.

(Confidential) Bank Market Feasibility Study.

Entrepreneur Resource Program Review, September, completed 2 years.

Impact Study of IBM on Rochester Minnesota.

Impact Study of IBM on Boulder County and Colorado.

Economic Performance

cber.co monthly economic reviews July 2010 to current.
cber.co Colorado Economic Forecast 2012 to current.
cber.co Analysis of Colorado and U.S. Gross Domestic Product by Sector Through 2012.
cber.co Why the Weak Recovery?
cber.co State and Federal Data Sets.
cber.co Are We Better Off Now Than We Were Four Years Ago?
cber.co Analysis of Colorado Gross Domestic Product, 1997 to 2011.
cber.co Real GDP and Colorado Employment Analysis
cber.co The Colorado Economy Ten Years After September 11, 2001.
Accuracy of the Colorado Business Economic Outlook Forecast.

Entrepreneurships/Startups

cber.co Where's the Startups?

Federal Facilities

CO-LABS Economic Impact Study: The Impact of Federally Funded Research Laboratories in Colorado.
Impact of Federal Facilities on Denver Metro Area.
Impact of the Federal Laboratories on Boulder County.

Film Industry

Summary of the Impact of Film Incentives on the Colorado Economy and on Public Revenues.
Impact of the Film Industry on Colorado.

Health Care

Hospital Selection Survey.
University of Colorado Faculty and Staff Medical Plans Survey completed 2 years.

Impact Analyses (Mini studies conducted on behalf of EDCC)

(Six studies - Confidential) Impact of Major Company on Colorado County and the State.
Economic Impact of Coal Industry on Yampa-White River Basin.
(Confidential) Economic Impact of Two Projects on a Rural Community.
Economic Impact of Construction Project and Operations of Columbine Middle School
Economic Impact of Recreation Facility on Estes Park Colorado.
Economic Impact of Retail Project in Yuma County.
(Confidential) Economic Impact of Retail Project on Rural Community.

Manufacturing

cber.co 2013 Colorado Manufacturing Review (mini report).
cber.co Manufacturing Review Through 2012 (mini report).
(Confidential) Company/Industry Economic Impact Analysis
Colorado Manufacturing 2011.
Mid-America Manufacturing Technology Center Marketing Assessment.
The Colorado Manufacturing Competitiveness Planning Project Focus Group Report.

Non-Profits

Economic Impact Analysis of the Broomfield United Methodist Church.

Research Projects (Completely Regularly)

Impact of the Colorado International Trade Office completed 15 years.
Colorado Business Leaders Confidence Index Series completed 7 years.
Boulder County Leading Economic Indicator Series completed 9 years (CU), 1+ year.
Topical Analyses for Fifty for Colorado Program completed 3 years.

Renewable Energy

Renewable Energy Tourism Initiative (RETI).
Impact Study of the Renewable Energy Industry on Colorado.

Retail

Satisfaction and Retail Sales Leakage Analysis - Fort Morgan and Morgan County.
Fiscal and Economic Impact Analysis of Home Depot on the City of Longmont.
Economic Impact of Parker Days on the City of Parker, Colorado.

State Economy

Colorado Data Mining Project.
Analysis of Microenterprise Business Segment in Colorado.
Colorado's Economic Opportunities: Today, Tomorrow, and the Future.
Long Term Prospects for the Denver Metro and Colorado Economies.
Technology, Innovation, and Economic Growth in Colorado.

Technologies

Market Assessment for Electronic Lead Monitor.
Market Assessment for Magnetic Resin Recovery and Removal Process.
Market Assessment for Phi-Theta Precision Gage.
Market Assessment for Non-Contact Contour Precision Gage.
Market Assessment for Precision Contour Gage.
Market Assessment for X-Z Theta Cutting Method.
Market Assessment for Pneumatic Tube Conveyance Systems.
Market Assessment for Vortex Chip Handling System.
Market Assessment for Robot Tool Exchange System.
Market Assessment for Binary Phase Diagram Software.

Tourism

Survey of Visitors to the Colorado Welcome Centers.
Off-Leash Area User Study: Cherry Creek State Park and Chatfield State Park.
A Survey of Colorado Recreation Trends, Issues, and Needs.
Economic Impact of the Arts on Aspen and Snowmass.

University Programs

Perceptions of the University of Colorado (by alumni, private sector, business leaders, and guidance counselors).
Survey of President's Club and Chancellor's Society Donors.
Needs Assessment for the University of Colorado at Boulder Alumni Association.

Workforce

Larimer County Industries and Occupations Project - Transforming Northern Colorado.

Workforce Data Mining Project.

Workforce Boulder County: Business Process Mapping.

Summary of Findings for Workforce Boulder County Awareness Project.

Older Worker Profile in Regions 9 and 10.

From: [Jennifer Vecchi](#)
To: [Jason Bradford](#); [Collin Mieras](#)
Cc: [Helen Migchelbrink](#); [Christine Mikell](#); [Jeremy Call](#)
Subject: FW: Property Tax Estimate
Date: Friday, December 2, 2022 8:40:46 AM

Good morning Jason,

At my request, Michael Krueger, Property State Specialist III, within the State Assessed Properties & Appraisal Standards Department at DOLA, has reviewed the Sugar Beet Solar fiscal analysis titled, *Selected Fiscal Implications for the Town of Mead, Colorado – Revised October 2022*, as well as, the numbers calculated within the state template that provided the basis for the analysis. Please see his comments below. Thank you.

Jennifer

From: Krueger - DOLA, Michael <michael.krueger@state.co.us>
Sent: Thursday, December 1, 2022 10:35 PM
To: Jennifer Vecchi <Jennifer@vecchiassociates.com>
Subject: Property Tax Estimate

Hello Jennifer,

As a follow up to our conversation, below is some additional information concerning solar farm assessment and some conclusions based on a review of the provided tax factor template for the proposed solar energy facility near the Town of Mead.

To begin with, any renewable energy facility with a nameplate capacity of greater than 2 MWac, is considered a state assessed public utility. As such, our office would be responsible for the valuation of this facility if/when it is constructed. I am the state expert on renewable energy assessment and personally perform the valuations for facilities like the one being proposed.

There are no statewide property tax exemptions for utility-scale solar farms. There are some exemptions for smaller scale photovoltaic systems (such as those on residential property) but I am not aware of any exemption that would affect a facility of this size. Local governments may enact incentive payments or property tax rebates under certain circumstances but those would be decided and administered by each individual taxing entity.

In terms of the template itself, the purpose of the template is to provide an estimate of the value of the renewable energy facility and an estimate of the property taxes paid over a thirty-year period. All state assessed renewable energy facilities are valued under the statutory guidelines in § 39-4-102, C.R.S. While I cannot confirm whether or not the annual production factors (the main inputs on the spreadsheet) are accurate, the numbers provided look reasonable based on comparable solar facilities in the state. Assuming these numbers are correct, the tax factor template appears to be correctly calculating the estimated value and taxes as intended.

Please let me know if you have any additional questions or concerns.

Sincerely,

Michael Krueger
Property Tax Specialist III
State Assessed Properties & Appraisal Standards



D 303-864-7792 | M 303-864-7777 | F 303-864-7799
1313 Sherman St., Suite 419, Denver, CO 80203
michael.krueger@state.co.us | cdola.colorado.gov/property-taxation

Need to schedule a meeting with me? You can view my availability and schedule a meeting here: <https://zcal.co/mkrueger>

Under the Colorado Open Records Act (CORA), all messages sent by or to me on this state-owned e-mail account may be subject to public disclosure.



COLORADO
Department of Local Affairs
 Division of Property Taxation

2022 Renewable Template for Estimating Property Taxes for Qualified State Assessed Renewables
FOR PROJECTS PLACED IN SERVICE ON OR AFTER JANUARY 1, 2021

State of Colorado - State Assessed Properties

INSTRUCTIONS: (the form is pre-populated to indicate continued integrity of the formulas)

Please complete what is highlighted in Yellow

Annual Factors

Rated Plant Capacity (incl. storage)	44.1	MW (AC)
Annual Production	100,565	MWh
Annual Capacity Factor	29%	%
Energy Price (PPA)	\$55	\$/MWh
Energy Price Escalation Factor (PPA)	0.00%	% per year
Projected Gross Revenue	\$5,521,008	MWh x price
2021 Mill Levy (decimal)	0.011522	11.5220
Capital Cost Threshold	\$640	\$/kW
Non-renewable Equiv. Capital Cost	\$28,224,000	w/o intertie line
Intertie Line Included in the Unit?	yes	new = yes
Intertie Line	\$150,000	fixed cost

2022 Colorado Capital Cost Thresholds

The capital cost thresholds are the non-renewable equivalent costs developed each year in accordance with §39-4-102, C.R.S. The cost thresholds are contained in the table to the right. The full history of the cost thresholds is available on the Division's website.

2022 Delivery Capital Cost Threshold

Intertie lines are not part of the capital cost threshold table. Projects in service after 1/1/2012 have the Division's non-renewable equivalent cost of \$70,000 added to the capital cost threshold each year.

Other Important Information

The projected property tax is estimated as levelized, but will fluctuate each year with the comparable non-renewable energy cost and other variables.

The nameplate of on-site battery storage connected to the grid should be added to the total nameplate for the facility and valued together.

Have questions? Call Michael Krueger at 303-864-7792.

Capacity Factor = (Annual Production) ÷ (Capacity × 8,760 hours per year).

Annual Production = (Capacity Factor) × (Capacity × 8,760 hours per year).

Unhide the missing rows (25-55) to see the depreciating cost basis annual estimated property tax payments, which are converted into level payments below.

Benchmark Calculations

30 Year Projected Property Tax

	Non-Renewable Comparable Cost Basis	Depreciation Factor	Depreciated Value	Assessment Rate	Projected Assessed Value	Prior Year's Mill Levy %	Projected Property Tax	Intertie Line	Total Projected Property Tax
Year 1	\$ 28,224,000	95%	\$26,812,800	29.00%	\$7,775,712	1.1522%	\$89,592	\$476	\$90,068
Year 2	\$ 28,224,000	90%	\$25,401,600	29.00%	\$7,366,404	1.1522%	\$84,876	\$451	\$85,327
Year 3	\$ 28,224,000	85%	\$23,990,400	29.00%	\$6,957,216	1.1522%	\$80,161	\$426	\$80,587
Year 4	\$ 28,224,000	80%	\$22,579,200	29.00%	\$6,547,968	1.1522%	\$75,446	\$401	\$75,847
Year 5	\$ 28,224,000	75%	\$21,168,000	29.00%	\$6,138,720	1.1522%	\$70,730	\$376	\$71,106
Year 6	\$ 28,224,000	70%	\$19,756,800	29.00%	\$5,729,472	1.1522%	\$66,015	\$351	\$66,366
Year 7	\$ 28,224,000	65%	\$18,345,600	29.00%	\$5,320,224	1.1522%	\$61,300	\$326	\$61,625
Year 8	\$ 28,224,000	60%	\$16,934,400	29.00%	\$4,910,976	1.1522%	\$56,584	\$301	\$56,885
Year 9	\$ 28,224,000	55%	\$15,523,200	29.00%	\$4,501,728	1.1522%	\$51,869	\$276	\$52,145
Year 10	\$ 28,224,000	50%	\$14,112,000	29.00%	\$4,092,480	1.1522%	\$47,154	\$251	\$47,404
Year 11	\$ 28,224,000	45%	\$12,700,800	29.00%	\$3,683,232	1.1522%	\$42,438	\$226	\$42,664
Year 12	\$ 28,224,000	40%	\$11,289,600	29.00%	\$3,273,984	1.1522%	\$37,723	\$200	\$37,923
Year 13	\$ 28,224,000	35%	\$9,878,400	29.00%	\$2,864,736	1.1522%	\$33,007	\$175	\$33,183
Year 14	\$ 28,224,000	30%	\$8,467,200	29.00%	\$2,455,488	1.1522%	\$28,292	\$150	\$28,442
Year 15	\$ 28,224,000	25%	\$7,056,000	29.00%	\$2,046,240	1.1522%	\$23,577	\$125	\$23,702
Year 16	\$ 28,224,000	20%	\$5,644,800	29.00%	\$1,636,992	1.1522%	\$18,861	\$100	\$18,962
Year 17	\$ 28,224,000	20%	\$5,644,800	29.00%	\$1,636,992	1.1522%	\$18,861	\$100	\$18,962
Year 18	\$ 28,224,000	20%	\$5,644,800	29.00%	\$1,636,992	1.1522%	\$18,861	\$100	\$18,962
Year 19	\$ 28,224,000	20%	\$5,644,800	29.00%	\$1,636,992	1.1522%	\$18,861	\$100	\$18,962
Year 20	\$ 28,224,000	20%	\$5,644,800	29.00%	\$1,636,992	1.1522%	\$18,861	\$100	\$18,962
Year 21	\$ 28,224,000	20%	\$5,644,800	29.00%	\$1,636,992	1.1522%	\$18,861	\$100	\$18,962
Year 22	\$ 28,224,000	20%	\$5,644,800	29.00%	\$1,636,992	1.1522%	\$18,861	\$100	\$18,962
Year 23	\$ 28,224,000	20%	\$5,644,800	29.00%	\$1,636,992	1.1522%	\$18,861	\$100	\$18,962
Year 24	\$ 28,224,000	20%	\$5,644,800	29.00%	\$1,636,992	1.1522%	\$18,861	\$100	\$18,962
Year 25	\$ 28,224,000	20%	\$5,644,800	29.00%	\$1,636,992	1.1522%	\$18,861	\$100	\$18,962
Year 26	\$ 28,224,000	20%	\$5,644,800	29.00%	\$1,636,992	1.1522%	\$18,861	\$100	\$18,962
Year 27	\$ 28,224,000	20%	\$5,644,800	29.00%	\$1,636,992	1.1522%	\$18,861	\$100	\$18,962
Year 28	\$ 28,224,000	20%	\$5,644,800	29.00%	\$1,636,992	1.1522%	\$18,861	\$100	\$18,962
Year 29	\$ 28,224,000	20%	\$5,644,800	29.00%	\$1,636,992	1.1522%	\$18,861	\$100	\$18,962
Year 30	\$ 28,224,000	20%	\$5,644,800	29.00%	\$1,636,992	1.1522%	\$18,861	\$100	\$18,962
Based on Depreciating Non-Renewable Cost Basis:					Total Tax Paid Over		Annual Levelized		
Thirty Year Assessed Value Total Estimate					30-years	\$1,137,700	Equivalent	\$37,923	

	Annual Energy Production (MWh)	Energy Price Assumption	Gross Energy Revenue	Tax Factor*	Actual Value	Assessment Rate	Assessed Value	Prior Year's Mill Levy %	Projected Property Tax Payment
Year 1	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Section a, Item i.	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923

Year 4	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 5	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 6	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 7	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 8	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 9	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 10	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 11	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 12	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 13	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 14	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 15	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 16	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 17	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 18	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 19	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 20	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 21	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 22	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 23	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 24	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 25	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 26	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 27	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 28	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 29	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
Year 30	100,565	\$54.90	\$5,521,008	2.06	\$11,349,600	29.00%	\$3,291,384	1.1522%	\$37,923
PROJECTED 30-YEAR PROPERTY TAX REVENUE (income basis)									\$1,137,700

** Tax Factor: Equivalent to a gross income multiplier without income from renewable energy income tax credits.*

Colorado Threshold Rate History 2014-2022 For State Assessed Qualified Renewable Energy Facilities										
Nameplate MWac	Nameplate kWac	2014	2015	2016	2017	2018	2019	2020	2021	2022
0.000 - 2.000	0 - 2,000	\$1,089	\$1,098	\$1,128	\$1,182	\$1,227	\$1,248	\$1,267	\$511	\$560
2.001 - 5.000	2,001 - 5,000	\$844	\$845	\$916	\$986	\$1,048	\$1,103	\$1,146	\$511	\$560
5.001 - 10.000	5,001 - 10,000	\$738	\$740	\$799	\$859	\$912	\$964	\$1,001	\$511	\$560
10.001 - 50.000	10,001 - 50,000	\$552	\$553	\$577	\$600	\$621	\$635	\$645	\$638	\$640
50.001 - 100.000	50,001 - 100,000	\$435	\$436	\$547	\$479	\$499	\$511	\$518	\$514	\$506
>100.001	>100,001	\$388	\$376	\$371	\$368	\$354	\$342	\$334	\$328	\$319

Note: For tax years 2022 and 2023, the assessment rate for renewable energy facilities is 26.4% rather than 29%.

2025	<= changed from the state's spreadsheet to reflect the assumed end of the temporary reduction in assessment rates.
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	
2034	
2035	
2036	
2037	
2038	
2039	
2040	
2041	
2042	
2043	
2044	
2045	
2046	
2047	
2048	
2049	
2050	
2051	
2052	
2053	
2054	
1,327,316	Total for 40-yr

TOWN OF MEAD RESIDENTIAL DEVELOPMENT STATUS AND PROJECTED BUILDOUT (November, 2022)		
CURRENT PROJECTS		
Approved/Under Construction	Total Number of Lots	Total Number of Lots Left
Lakeside Canyon	223	48
The Highlands	203	72
Range View	73	73
Red Barn	454	454
Total	953	647
Entitled (Haven't Started Construction)	Total Number of Lots	
Waterfront Filing No. 1	391	
Mead Place	311	
Meadow Ridge	361	
Total	1063	
Under Review	Total Estimate (low-end)	Total Estimate (high-end)
Waterfront (remaining property)	1409	1409
Meadow Ridge (remaining property)	309	309
Turion	2600	2600
Buffalo Highlands	375	750
Total	4693	5068
Pre-apps	Total Units	
Welker Farms	400	
Livano at Foster Ridge	330	
Total	730	
Projects that may start again		
Grand Meadow	373	
Mead Village	395	
Total	768	

Projected Buildout of Residential Lots at Low, Medium, and High Building Permits (BP)/Year ratios				
Entitlement Status	Number of Lots	Low Scenario (150 BP/year)	Med Scenario (250 BP/year)	High Scenario (350 BP/year)
Approved/Under Construction	647	4.3	2.6	1.8
Entitled	1063	7.1	4.3	3.0
Under Review	4693	31.3	18.8	13.4
Pre-Apps	730	4.9	2.9	2.1
Projects that may start again	768	5.1	3.1	2.2
TOTAL	7901	52.7	31.6	22.6
PROJECTED POPULATION	7901 X 2.8 per household = 22,123 people + existing Town population 6,500 (2022) = 28,623 total population at buildout of current projects			



Jan. 19, 2023

VIA ELECTRONIC MAIL

Town of Mead
Board of Trustees
441 Third St.
Mead, CO 80542

RE: Letter of Support for the Sugar Beet Solar Project

Dear Mayor Whitlow and Town Board Trustees:

Please accept this letter of support for the Sugar Beet Solar Project, a utility-scale solar project that will generate 40 megawatts (MW) of electricity and include an adjacent 25 MW battery energy storage system.

As expressed to members of the Mead Planning Commission in a letter dated Nov. 14, 2022, United Power is fully supportive of solar-plus-storage projects. The cooperative has a long history of championing forward-looking, local power resources such as the first community solar garden in Colorado, the largest battery in the state, and a multitude of other advanced technologies.

Although this particular project will not interconnect to United Power, we are glad that Sugar Beet Solar is located in the cooperative's service territory. Due to restrictions under our current wholesale power contract, we are not allowed to commit to using the electricity generated by the project at this time. This restriction is one of the many reasons why we will leave our power supplier on May 1, 2024. Once freed from this limitation and assuming competitive pricing, we would certainly be pleased to consider locally sourced energy and storage options such as the Sugar Beet Solar Project.

We wish this project much success and look forward to welcoming it to our service territory. Should you have any questions, please do not hesitate to contact me via email at mgabriel@unitedpower.com.

Sincerely,

Mark A. Gabriel
President & Chief Executive Officer

cc: Mary Strutt, MMC, Town Secretary
Christine Mikell, Principal, Enyo Renewable Energy



Mead High School

Energy Focus & AP Capstone School
Rachael Ayers, Principal

12750 County Road 7
Longmont, CO 80542
720-494-3940
krack_shannon@svvdsd.org

To Whom It May Concern,

I am writing this statement in support of the construction of the ENYO solar array and storage project. As the coordinator of the Mead Energy Academy, I can say that this project would present an amazing learning opportunity for our students.

The Mead Energy Academy is a unique program that helps students develop the knowledge, skills, and passion to pursue a career in energy. One thing that our academy strives for is having opportunities for students to speak with experts, see real-world application of class content, and to have research opportunities in the field of energy. This project would provide all 3 conveniently located within an easy distance from the high school.

Something that has become increasingly obvious through conversations with our other energy partners is the role that energy storage is going to play in the future of sustainability in this country. They felt it was such an important concept for our students to learn they even recommended a new course specifically focussing on storage and the grid. This spring semester will be the pilot semester for this course, and how amazing would it be for students to see the implementation of this project. They would have a chance to observe the entire process from start to finish, providing them a unique experience that not many other students can say they had.

I have spoken with Christine and Anise on multiple occasions and I am very excited about the opportunity to partner with them in the Academy. They have even proposed building an outdoor lab for our students to use. This, again, would provide a unique experience for our students and an opportunity to do real-world research

This project would be an incredible opportunity for the Mead Community and the students of the Mead Energy Academy.

Sincerely,

Shannon Krack

Energy Academy Coordinator, Mead High School

720-494-3940

krack_shannon@svvdsd.org

ALWAYS A MAVERICK!

HIGHLAND LAKE LATERAL DITCH COMPANY

4322 Hwy 66

Longmont, CO 80504

December 1, 2022

TO: the Mead Planning commission and Board of Trustees & Sugar Beet Solar Zoning

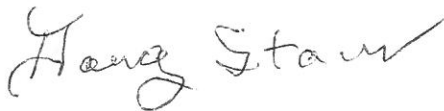
SUBJECT: 202.79 acres of "the subject property" generally located at the northwest corner of Welker Avenue and Weld County Road 5.

The Highland Lake Lateral Ditch Co., (HLL), opposes any and all planned trails and activities along the HLL ditch including the ditch easement which is 30' from the midpoint of the ditch on either side. The HLL cannot allow such activity due to liability and ditch maintenance.

Our insurance liability coverage will not allow such activity as proposed in the plan to "subject property".

Year around maintenance is performed along the ditch and ditch easement and any activity proposed to the "subject property" or any other property in and around the ditch structure cannot be allowed. The activities indicated in the proposal will obstruct any ditch maintenance whether regular or exceptional. Ditch maintenance can and does include 24 hours per day and 365 days per year.

Sincerely,

A handwritten signature in cursive script, appearing to read "Doug Staver".

Doug Staver,
Highland Lake Lateral Ditch Co. Board of Director



Supply Irrigating Ditch Company

P.O. Box 119
Longmont, Colorado 80502-0119
(303) 776-7207

December 5, 2022

Collin Mieras
Office of the Town Clerk,
Mead Town Hall
441 3rd Street
Mead, CO 80542

Via: cmieras@townofmead.org

RE: Zoning Amendment for Sugar Beet Solar Project

Dear Mr. Mieras,

The Supply Irrigating Ditch Company is in receipt of the Notice of Public Hearings regarding the proposed solar project consisting of approximately 202.79 acres at the northwest corner of Welker Avenue and Weld County Road 5.

The Supply Ditch is approximately 40 miles long and has been in existence for a substantial amount of time. The water run in the ditch serves a variety of agricultural entities located within Mead and the surrounding counties. The Supply Irrigating Company has an easement and right of way, established pursuant to Colorado law, for the ditch as it exists in the area described above. That right extends to such areas on either side of the ditch as is reasonable and necessary to operate and maintain as the circumstances dictate.

Common maintenance includes the ability to remove and trim trees and other vegetation which impacts the flow of water, integrity, access, and operations of the ditch. In addition, it is reasonable and common practice to place the material removed from a ditch on or near the banks such that it is clear of the canal and does not impact access.

It is the understanding of the company that the proposed zoning amendment would also include vehicle access and pedestrian walkways within the ditch easement. If true, the Supply Irrigating Ditch Company strongly objects, and absolutely opposes, the use of the ditch easement by any party other than for the operation and maintenance by the ditch company. Please do not include the use of the easement in your review and approval of the reference Notice of Public Hearing.

I appreciate your time and consideration of this response; please do not hesitate to contact me directly with any questions or concerns.

Sincerely,

Angie Swanson
Secretary/Treasurer

CC: Board of Directors
Dan Grant – Dan Grant Bookkeeping
Dan Grant – Dan Grant Bookkeeping

**TOWN OF MEAD, COLORADO
PLANNING COMMISSION
RESOLUTION NO. 12-PC-2022**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE TOWN OF
MEAD, COLORADO RECOMMENDING DENIAL OF THE SUGAR BEET
SOLAR PLANNED UNIT DEVELOPMENT (PUD) OVERLAY/ZONING MAP**

WHEREAS, in accordance with Section 16-3-160 of the Mead Municipal Code (“MMC”), Sugar Beet Solar, LLC (the “Applicant”) submitted an application to amend the official Town zoning map and rezone certain real property consisting of approximately 202.794 acres more or less, as legally described in **Exhibit 1** attached hereto (the “Property”); and

WHEREAS, the Applicant is the authorized representative of PK Chavez, LLC, and PK Mead, LLC, the fee owners of the Property (“Owners”); and

WHEREAS, the Property is currently zoned Residential Single Family (RSF-4) and General Commercial (GC); and

WHEREAS, the Applicant is proposing to rezone the Property to Residential Single Family (RSF-4) and General Commercial (GC) with a Planned Unit Development (PUD) Overlay, as shown on the Sugar Beet Solar Planned Unit Development (PUD) Overlay/Zoning Map attached hereto as **Exhibit 1** (“PUD”); and

WHEREAS, in accordance with Sections 16-3-160 of the MMC, the Planning Commission held a duly noticed public hearing on November 16, 2022, to review and consider the proposed PUD; and

WHEREAS, the Planning Commission continued the public hearing to a date certain of December 14, 2022, in order to review additional information; and

WHEREAS, the Planning Commission has reviewed the PUD, and other materials distributed to the Planning Commission by Town Staff at or prior to the November 16, 2022 and the December 14, 2022 meetings, and desires to recommend denial of the PUD to the Board of Trustees.

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

Section 1. The above recitals are incorporated herein as findings of the Planning Commission.

Section 2. The Planning Commission finds that the public hearing on the proposed PUD was conducted in accordance with Section 16-3-160 of the MMC.

Section 3. The Planning Commission recommends denial of the PUD based on a determination that the applicable standards set forth in MMC Section 16-3-30 have not been satisfied, and/or the PUD does not meet the criteria for amendments to the Town official zoning map pursuant to MMC Section 16-3-160(e), as follows:

- The PUD does not encourage innovative and creative design or promote a mix of land uses in the development.
- The PUD is not consistent with the Town Comprehensive Plan.

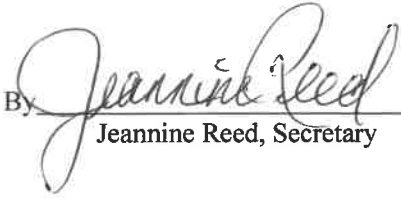
- The Applicant has not provided a compelling case that the area requested for rezoning has changed or is changing to such a degree that it is in the public interest to encourage development or redevelopment of the area.
- The proposed development and mixed uses, on balance, are not an improvement over what would be required under otherwise applicable standards.

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

INTRODUCED, READ, PASSED AND ADOPTED THIS 14th DAY OF DECEMBER, 2022.

ATTEST:

**TOWN OF MEAD PLANNING
COMMISSION**

By 
Jeannine Reed, Secretary




Chair/Chair Pro Tem

Exhibit 1
SUGAR BEET SOLAR PLANNED UNIT DEVELOPMENT (P.U.D.) OVERLAY/ZONING
MAP

[Attached.]

Section a, Item i.

THE PROPOSED PROJECT IS A PROPOSED PHOTOVOLTAIC (PV) SOLAR AND ENERGY STORAGE FACILITY. THE PROPOSED FACILITY IS LOCATED AT THE NORTHWEST CORNER OF VULCAN AVE (CV 34) & CV 5. THE SITE IS THE TOWN OF MEADOWS WESTERN BOUNDARY, AND ADJACENT TO THE EXISTING LONG PEAK SUBSTATION. LATERAL IRRIGATION CANALS, THE NEW PUBLIC WORKS CAMPUS, AND HIGH VOLTAGE TRANSMISSION LINES.

THE LAND IS CURRENTLY USED FOR AGRICULTURAL PURPOSES, WITH ONE EXISTING RESIDENCE ON THE SITE. THE PROPERTY WOULD BE REMOVED. THE TOPOGRAPHY OF THE SITE IS RELATIVELY FLAT. THE PROPERTY IS SURVEYED BY TWO PARALLEL IRRIGATION DITCHES THAT RUN NORTH-SOUTH. THE PK CHANGES DIRECTION AND LOCATED APPROXIMATELY 100 FEET FROM THE WESTERN BOUNDARY. THE WESTERN BOUNDARY DIVIDES TWO TRACTS. THE MORE EASTERN TRACT, OFFICIAL

THE POWER RIFTS SOLAR PANELS WOULD INCLUDE 12 SQUARE ARRAY'S, AN UNDERGROUND ELECTRIC COLLECTION SYSTEM, A BATTERY BACKUP, A SOLAR SUBSTATION, A SHORT SUBSTATION, ABOVE-GROUND TRANSMISSION LINE, BATTERY STORAGE, ENERGY STORAGE FACILITIES, AND OTHER APPROPRIATE EQUIPMENT. THE PROJECT'S PANELS WOULD BE LIGHT-GRAY-TO-LIGHT BLUE IN COLOR, HAVE A NON-REFLECTIVE SURFACE, AND STAND 8 TO 12 FEET TALL. DEPENDING ON THE AMOUNT OF SUN, THE PANELS WOULD BE CONNECTED TO FORM A MATHINGLY LONG LINE AND CONVERTED INTO AN ALTERNATING CURRENT (AC) USING MULTIPLE INVERTERS AND COLLECTED WITH A MEDIUM VOLTAGE UNDERGROUND LINES (LINE) WOULD BE ABOVE GROUND AT UTILITY CROSSINGS BEFORE FEEDING INTO A UNDERGROUND SUBSTATION ADJACENT TO THE EXISTING LONGS PEAK SUBSTATION. THIS SUBSTATION AND TRANSFORMER WOULD STEP-UP FROM MEDIUM VOLTAGE TO HIGH VOLTAGE, WHICH WOULD BE TRANSMITTED TO THE EXISTING LONGS PEAK SUBSTATION. THE BATTERY STORAGE ENERGY STORAGE SYSTEM WOULD HAVE A FOOTPRINT OF UP TO 27,066 ACRES.

THIS SITE TRANSPORTATION PLAN, THE PROPOSED ST. VEIN TRAIL, CONSIDERED WITH THE TRAILS PLAN IN THE 2015 TRANSPORTATION PLAN (FIGURE 12). THE FENCING ALONG WALKER AVENUE WOULD BE A MINIMUM OF 35' FROM THE ROAD AND PROVIDE WATER LANDSCAPING ALONG AN F' CONCRETE TRAIL. THE 8' WIDE TRAIL WOULD TURN NORTH EAST HEAD POND ALONG THE WESTERN DITCH, THEN TURN EAST UNDER THE EXISTING TRANSMISSION LINE TO COUNTRY ROAD 5 AS SHOWN IN THE TRAILS PLAN. THE TRAIL CORRIDOR WOULD FEATURE WATER LANDSCAPING AND DECORATIVE METAL FENCING. THE TOWN TYPICALLY REQUIRES A MINIMUM OF 10% OPEN SPACE FOR COMMERCIAL PLOTS WHICH WOULD BE PROVIDED WITH PUBLICLY ACCESSIBLE TRAIL CORRIDORS.

LANDSCAPING WOULD BE A CRITICAL ELEMENT IN HELPING THE SITE TO BLEND IN WITH THE AGRARIAN SETTING AND MAXIMIZE VIEWS OF TOWNS PEAK WHILE PROVIDING SCREENING FOR THE RELATIVELY PRIVATE RESIDENTIAL TRAILS. MANY TOWN REGULATIONS REQUIRE SHADE TREES, HOWEVER THE USE OF SUCH WOULD HINDER THE PROPOSED USE ON THE SOUTH, WEST, AND EAST SIDES. INSTEAD THE PUD PROPOSES USING A VARIETY OF NATIVE AND DROUGHT TOLERANT SHRUBS AND SMALL TREES TO SCREEN THE TRAILS AND PROVIDE A MORE NATURAL SETTING. THE PUD ALSO PROPOSES PLANTING TREES TO PROVIDE A MORE ATTRACTIVE SETTING, AND ALSO ACHIEVE THE TOWN'S WATER CONSERVATION INTERESTS.

THE PROPERTY IS CURRENTLY ZONED IN TWO DIFFERENT ZONING DISTRICTS. AN APPROXIMATELY 17 ACRE AREA AT THE NORTHWEST CORNER OF WELKER AVE (CR 34) AND STATE STREET IS ZONED GENERAL COMMERCIAL (GC) AND THE REMAINDER OF THE SITE IS ZONED RESIDENTIAL SINGLE FAMILY 4 (RSF-4). PORTIONS OF THE PROPERTY WITHIN .51 MILE OF WELKER AVE (CR 34) ARE INCLUDED IN THE HIGHWAY DESIGN OVERLAY DISTRICT.

CHANGES IN CIRCUMSTANCES THAT NECESSITATE THE PUO INCLUDE A NEW TOWN PUBLIC WORKS FACILITY WITH A LIGHT INDUSTRIAL APPEARANCE AND USE ON THREE STIES OF THE PROPERTY, CONTINUED IMPROVEMENTS TO PLATTE RIVERS LONGS PEAK SUBSTATION, THE MAINTENANCE SOLAR FARM, AND CONTINUED INTEREST BY TOWN LEADERSHIP FOR RENEWABLE ENERGY AND RELIABILITY OF ELECTRICAL SUPPLY. THE PROPOSED ZONING CHANGES WOULD PRESERVE THE AGRIAN CHARACTER OF THE AREA AND BE IN KEEPING WITH THE INTENT OF THE DISTRICT TO "...RESPECT LANDS THAT ARE ASSOCIATED WITH THE LAND PARCEL, AND NO CHANGE IN USE OR INTENSITY OF DEVELOPMENT."

SOLAR IS A UNIQUE USE, AND CURRENT REGULATIONS ARE NOT WELL SUITED FOR THIS TYPE OF USE AND DEVELOPMENT. THE COMPREHENSIVE PLAN STRATEGY (C-2) UPDATE THE LAND USE CODE TO STREAMLINE THE PERMITTING PROCESS FOR THE DEVELOPMENT OF RENEWABLE ENERGY PROJECTS. SIMILAR TO WELD COUNTY'S RECENTLY UPDATED REGULATIONS ANTICIPATED A LAND USE CODE UPDATE THAT HAS NOT YET BEEN IMPLEMENTED, HENCE THE PUD DISTRICT IS A WAY OF BRIDGING DEVELOPMENT NEEDS AND THE TOWN OF ZONING DISTRICT REGULATIONS TO GC STANDARDS.

[illegible][illegible]

COMPREHENSIVE PLAN ANALYSIS: THIS PROJECT ADDRESSES THE FOLLOWING VISION THEMES THAT ARE PRIORITIES AND SHOULD GUIDE GROWTH FROM THE COMPREHENSIVE PLAN:

1. A SMALL TOWN COMMUNITY CHARACTER: THIS PROJECT WOULD NOT CONTRIBUTE ANY NEW DENSITY TO THE MEAD. ADDITIONALLY, THE PROPOSED USE IS RELATIVELY LOW PROFILE AND WOULD NOT SIGNIFICANTLY IMPACT VIEWSHIPS, TRAFFIC, OR OTHER QUALITY OF LIFE CHARACTERISTICS CONSISTENT WITH THE SMALL TOWN FEEL. THIS WILL HELP ACHIEVE THE COMPREHENSIVE PLAN'S DESIRE TO PRESERVE OPEN AGRARIAN AREAS THAT ARE IN CLOSER PROXIMITY TO PROPOSED OR EXISTING HOUSING AND MIXED USE AREAS.

IN A DIVERSE ECONOMY, THE PROPOSED USE WOULD DIRECTLY ACCOMPLISH POLICY 1, IMPROVE ENERGY EFFICIENCY AND EXPAND THE USE OF RENEWABLE ENERGY, INCLUDING SOLAR POWER, AND STRATEGY 2A.3, ENSURE FUTURE EXPANSION OF INDUSTRIAL PARK AREAS INCLUDING FACILITIES AND AMENITIES CRITICAL FOR RENEWABLE ENERGY BUSINESSES. WHILE THIS USE IS PRESENT IN WELL LOCATED, THIS USE WOULD PROVIDE A NEW AND SUSTAINABLE ENERGY RESOURCE TO HELP FULFILL STRATEGY 2A.1, THE PROPOSED USE WOULD FURTHER THE FOLLOWING STRATEGIES, POLICIES AND GOALS FROM THE COMPREHENSIVE PLAN:

STRATEGY 2A-4: DEVELOP A MARKETING STRATEGY (SEE DE LOAL 2006) TO PROMOTE MEAD'S AVAILABLE COMMERCIAL AND INDUSTRIAL AREAS TO THE FOLLOWING INDUSTRIES: (OIL AND GAS) AND RENEWABLE ENERGY SECTORS; LOGISTICS AND EQUIPMENT; AGRICULTURAL PROCESSING; HEALTH CARE, MANUFACTURING, WHOLESALE TRADE AND CONSTRUCTION; AND TOURISM AND HOSPITALITY.

STRATEGY 2A-2: UPDATE MEAD'S LAND USE CODE FOR CONSISTENCY WITH THE COUNTY'S STREAMLINED REGULATIONS FOR DEVELOPMENT OF WIND, SOLAR, AND OTHER RENEWABLE ENERGIES.

iii. **FRIENDLY NEIGHBORHOODS:** WHILE THIS IS NOT A HOUSING PROJECT, IT DOES HAVE SOME PROXIMITY TO SOME EXISTING RESIDENCES. THE PROPOSED USE WOULD PROVIDE A LOW IMPACT LAND USE WHICH DOES NOT PRODUCE EXCESSIVE NOISE, POLLUTION, VISUAL OBSTRUCTION, OR OTHER NUISANCES, AND TRUS WOULD BE A GOOD NEIGHBOR FOR TEN EXISTING NEIGHBORS AS WELL AS FUTURE DEVELOPMENT.

11. **STRONG CONNECTIVITY:** THIS SITE WOULD CREATE A SEGMENT OF THE ST. VEIN TRAIL ALONG THE EXISTING IRRIGATION CHANNEL AND WELKER AVENUE. THIS WOULD HELP ACHIEVE POLICY 3A: INCORPORATE BICYCLE AND PEDESTRIAN FACILITIES ON THE TOWNS STREETS WHERE APPROPRIATE.

1. **DYNAMIC PARKS RECREATION AND OPEN SPACE:** THE PROJECT WOULD ENABLE THE MEAD PONDS TO SERVE AS A TRAIL HEAD AND HEADQUARTERS FOR THE EXISTING DRAINAGE CHANNEL, WHICH WOULD DIRECTLY CONTRIBUTE TO POLICY 1B: PROVIDE RECREATIONAL OPPORTUNITIES THROUGH A WELL-CONNECTED TRAIL NETWORK.

17. AN EXPANSIVE NATURAL AGRIAN SETBACK: THE PROPOSED USE IS LOW IMPACT, AND DOES NOT ENCRONCH ON THE AGRIAN SETBACK. THERE WILL BE A REMAINING FEET OF LARGE STRUCTURES AND KEEP VIEWS OF THE SURROUNDING AREA OPEN COMPARED TO A RES-1A USE. PROPOSED SCREENING WILL FEATURE LANDSCAPE ELEMENTS TO HELP THE SITE BLEND INTO THE SURROUNDING ENVIRONMENT WHILE PRESERVING MOUNTAIN VIEWS. IN ADDITION TO POLICY 1C, IMPROVE ENERGY EFFICIENCY AND THE USE OF RENEWABLE ENERGY INCLUDING SOLAR POWER. THE PROPOSED USE WOULD FURTHER THE FOLLOWING STRATEGIES:

- STRATEGY 1C-1: WORK WITH UNITED POWER AND XCEL ENERGY TO DEVELOP AND PROMOTE PROGRAMS AND CODES THAT ENCOURAGE ENERGY EFFICIENCY AND ACCESS TO RENEWABLE ENERGY.

- STRATEGY IC-2: UPDATE THE LAND USE CODE TO STREAMLINE THE PERMITTING PROCESS FOR THE DEVELOPMENT OF RENEWABLE ENERGY PROJECTS, SIMILAR TO WELD COUNTY'S RECENTLY UPDATED REGULATIONS.
- STRATEGY IC-3: WORK TOWARDS THE INTEGRATION OF RENEWABLE ENERGY COMPONENTS INTO TOWN PROJECTS THAT ARE SUPPORTED WITH PUBLIC FUNDS.

CONTRIBUTE COMMUNITY PLANNING, FACILITIES AND SERVICES WHILE THE PROPOSED USE IS NOT A PUBLIC FACILITY, IT DOES CONTRIBUTE SUSTAINABLE ENERGY AND BRINGS A RELIABILITY ASSET (RATHE THAN STORAGE), CURRENTLY UNAVAILABLE IN THE GRID. GRID-CONNECTED BATTERIES COUPLED WITH SOLAR PHOTOVOLTAICS HAVE THE POTENTIAL TO PROVIDE POWER IN THE EVENT OF A GRID OUTAGE. THIS DIVERSIFICATION OF THE POWER SUPPLY WILL HELP MEAD ACHIEVE ITS 50% SUSTAINABILITY GOAL. IN ADDITION, THE BATTERY STORAGE CAPABILITY WILL ALLOW MEAD TO TAKE ADVANTAGE OF THE GRID WHEN THEY CAN STORE VAST AMOUNTS OF ELECTRICITY ANYWHERE ON THE GRID, MAINTAINING HIGH RELIABILITY IN ELECTRIC SUPPLY. ADDITIONALLY, ENERGY STORAGE PROJECTS DO NOT REQUIRE A LARGE AREA FOR DEVELOPMENT SO THEY CAN BE SCALED TO THE DESIRED SIZE TO MEET ELECTRICAL NEEDS, MAKING THEM MORE RELIABLE. ENERGY STORAGE ALSO PROVIDES FLEXIBILITY FOR THE POWER GRID TO MEET INCREASING DEMAND FOR ELECTRICITY. THE BATTERY STORAGE PROJECTS WILL BE A WIN-WIN. THIS, IN TURN, PROVIDES MEAD WITH CHANGING A MORE RESILIENT HUB THAT IS RESISTANT TO DISRUPTIONS.

MODIFICATIONS TO MINIMUM DIMENSIONAL STANDARDS AND USE STANDARDS				
ZONE	RFS-4 STANDARD	GENERAL COMMERCIAL	HIGHWAY DESIGN/ (WELKER AVENUE)	PUD - GENERAL COMMERCIAL OVERLAY
MINIMUM LOT AREA PER DWELLING	6,250 SF	1 AC	SAME AS UNDERLYING DISTRICT	NA
GROSS DENSITY	2.0 DWELLING UNITS PER ACRE	NA	NA	NA
GROSS DENSITY MAXIMUM	4.0 DWELLING UNITS PER ACRE	8.0 DWELLING UNITS PER ACRE	NA	NA
MINIMUM LOT WIDTH (FEET PER DWELLING)	50 FEET	50 FEET	SAME AS UNDERLYING DISTRICT	NA
MINIMUM STREET FRONTAGE	40 FEET	NA	NA	NA
FRONT YARD SETBACK - AS MEASURED FROM EDGE OF PUBLIC STREET RIGHT OF WAY OR PAVEMENT EDGE				
NO BUILDINGS				
PRIMARY STRUCTURE PORCH OR SIDE LOADED GARAGE	20 FEET	20 FEET	PARKING OR DRIVE/ EXITS WITHIN 35 FEET OF THE FRONT PROPERTY LINE ALONG WELKER AVENUE	35 FEET ALONG WELKER AVENUE, 20 FEET ALONG COUNTRY ROAD 5
ACCESSORY BUILDING	25 FEET	25 FEET	NOT LESS THAN 25 FEET	35 FEET ALONG WELKER AVENUE, 20 FEET ALONG COUNTRY ROAD 5
SIDE YARD SETBACK				
PRINCIPAL BUILDING	5 FEET	0 FEET	SAME AS UNDERLYING DISTRICT	0 FEET
ACCESSORY BUILDING	5 FEET	0 FEET		0 FEET
CORNER SIDE BUILDING	15 FEET	NA		15 FEET
REAR YARD SETBACK				
PRINCIPAL BUILDING	25 FEET	0 FEET	NA	0 FEET
ACCESSORY BUILDING	10 FEET	0 FEET	NA	0 FEET
BUILDING HEIGHT				
MAXIMUM BUILDING HEIGHT - PRINCIPAL STRUCTURE	35 FEET	40 FEET	SAME AS UNDERLYING DISTRICT	35 FEET
MAXIMUM BUILDING HEIGHT - ACCESSORY STRUCTURE	30 FEET	40 FEET		40 FEET. SUBSTATION AND ELECTRIC TRANSMISSION
MAXIMUM BUILDING SIZE	NA	125,000 SF PER BUSINESS USE		125,000 SF PER BUSINESS USE
OTHER STANDARDS				
MAXIMUM LOT COVERAGE	50%	80%		80%
MINIMUM OPEN SPACE	20%	8%	NA	16.9%
LANDSCAPE BUFFER				60 FT. MINIMUM ALONG ROW
SOLAR FACILITY	NOT ALLOWED	CONDITIONALLY ALLOWED	NA	ALLOWED

 JINTAH ENGINEERING & LABOR SAVING		UELS, LLC Corporate Office • 85 South 200 East Vernal, UT 84478 • (435) 788-1017	
SUGAR BEET SOLAR			
PORTIONS OF SUGAR BEET SOLAR, A LTD. PARTNERSHIP, ARE OWNED BY:			
SHIPPER REF: 04-03-001		PRODUCT: UELS CONFIN. CON. 000000	
DRAWN BY: P.B.		FILE: U-1000	
U.S. 04-03-001		SCALE: N/A	
DATE: 04-03-001		SHEET: 2 OF 5	

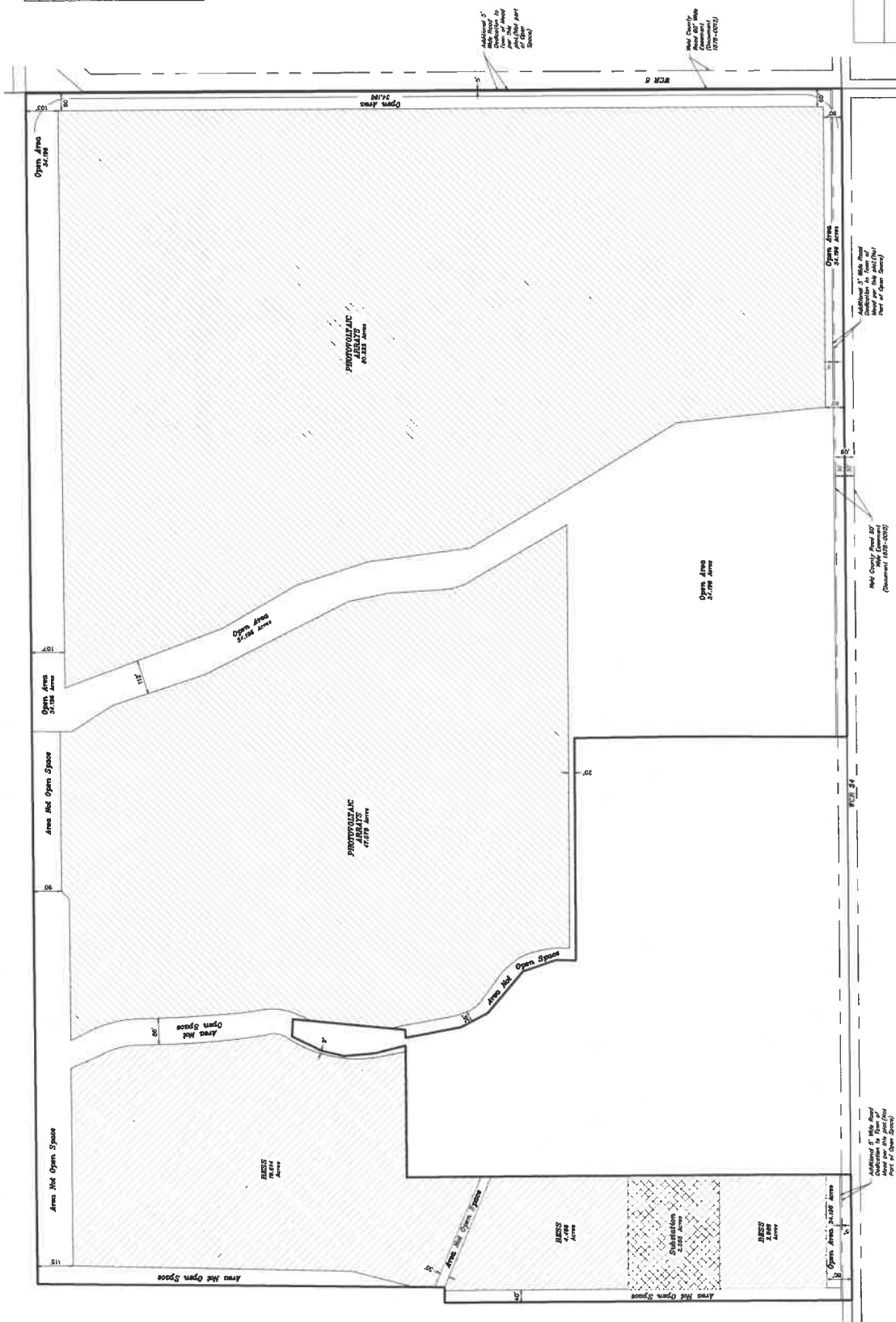
TWO TRACTS (202.794 ACRES) OF LAND LOCATED IN THE SOUTH 1/2 OF SECTION 8, TOWNSHIP 3 NORTH, RANGE 68 WEST, 6TH P.M., TOWN OF MEAD, WELD COUNTY, COLORADO



SUGAR BEET SOLAR PLANNED UNIT DEVELOPMENT (P.U.D.) OVERLAY/ZONING MAP

TWO TRACTS (202.794 ACRES) OF LAND LOCATED IN THE SOUTH 1/2 OF SECTION 8, TOWNSHIP 3 NORTH, RANGE 68 WEST, 6TH P.M., TOWN OF MEAD, WELD COUNTY, COLORADO

LAND USE SUMMARY		TOTALS (Acres)
GROSS AREA		202.794
EXISTING ROW (WCA JAI)		1.742
NET DEDICATED ROW		0.601
NET AREA		200.551
Photovoltaic Arrays		127.500
ESS (Battery Energy Storage System)		27.006
Substation		2.535
OPEN AREA		94.196
AREA NOT OPEN SPACE		9.728
% OPEN AREA / GROSS AREA		15.9



SUGAR BEET SOLAR

PORTIONS OF SOUTH 1/2 OF SECTION 8, T3N, 68W, 6TH P.M., TOWN OF MEAD, WELD COUNTY, COLORADO

UPLS, LLC
Corporate Office • 85 South 200 East
Vernal, UT 84078 • (435) 785-1017

JUNTAH
ENGINEERS, PLANNERS, LAND SURVEYORS
PLANNED UNIT DEVELOPMENT (P.U.D.)



Agenda Item Summary

MEETING DATE: January 30, 2023
SUBJECT: Public Hearing on the Liberty Ranch Filing No. 3 Preliminary Plat
Request to OPEN AND CONTINUE public hearing to March 13, 2023 at 6:00 p.m. at Town Hall
PRESENTED BY: Collin Mieras, Planner II

SUMMARY

Lorson South Land Corp. (“Applicant”) has submitted a Preliminary Plat application with the Town.

The Preliminary Plat hearing for the Planning Commission was continued to the February 15th regular meeting of the Planning Commission. Town Staff anticipates that the proposed Preliminary Plat and the Planning Commission’s recommendation will be finalized and ready to be presented to the Board of Trustees at the March 13, 2023 regular meeting.

The Applicant has requested that the public hearing on the Liberty Ranch Filing No. 3 Preliminary Plat be opened and continued to March 13, 2023 at 6:00 p.m., with the continued public hearing to be held at Town Hall.

FINANCIAL CONSIDERATIONS

N/A.

STAFF RECOMMENDATION/ACTION REQUIRED

Recommended motion:

“I move to OPEN AND CONTINUE the public hearing on the Liberty Ranch Filing No. 3 Preliminary Plat to March 13, 2023 at 6:00 p.m. at Town Hall.”

ATTACHMENTS

None.