



BOARD OF TRUSTEES

441 3rd Street, Mead

Monday, July 29, 2024

AGENDA

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

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

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

1. Call to Order – Roll Call

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

2. Moment of Silence

3. Pledge of Allegiance to the Flag

4. Review and Approve Agenda

5. Staff Report: Town Manager Report

[a.](#) Manager Report

6. Informational Items

- a. High Plains Blvd Construction (WCR 9.5)
- b. Draft Ballot Question Marijuana

7. Proclamations

[a.](#) National Night Out August 6, 2024

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

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

- [a.](#) Approval of Minutes - Regular Meeting July 8, 2024
- [b.](#) Approval of Minutes - Special Meeting July 16, 2024
- [c.](#) June 2024 Financials
- [d.](#) Check Register July 29, 2024

[e.](#) **Ordinance No. 1057** – An Ordinance of the Town of Mead, Colorado, Calling for the 2024 Regular Election to Be Held as a Coordinated Election and Delegating Authority to the Town Clerk to Execute a Memorandum of Intergovernmental Agreement with Weld County Regarding the Coordinated Election to Be Held on Tuesday, November 5, 2024

- f. **Resolution No. 57-R-2024** – A Resolution Approving a Memorandum of Agreement Between the Town of Mead and the Town of Berthoud Regarding Collaboration to Provide Greater Youth League Opportunities for Both Entities
- g. **Resolution No. 58-R-2024** – A Resolution of the Town of Mead, Colorado, Granting Final Acceptance of Certain Public Improvements Associated with the Ziggi’s Coffee Site Plan
- h. **Resolution No. 59-R-2024** – A Resolution of the Town of Mead, Colorado, Granting Conditional Acceptance of the Public Improvements associated with the QuikTrip Site Plan (Mead Crossings Amendment No. 1, Lot 1, Block 1)
- i. **Resolution No. 60-R-2024** – A Resolution Approving the Intergovernmental Agreement with Weld County for Construction of High Plains Boulevard (a.k.a. – Weld County Road 9.5) between Weld County Road 32 and Weld County Road 36
- j. **Ordinance No. 1058**– An Ordinance of the Town of Mead, Colorado, Approving with Conditions the Mead Crossings Amendment 3 Replat

10. Public Hearing

- a. **Public Hearing: AMK Annexation and Establishment of Initial Zoning Continued from June 10, 2024**
 - i. **Ordinance No. 1059** – An Ordinance of the Town of Mead, Colorado, Annexing Certain Territory Known as the AMK Annexation to the Town of Mead
 - ii. **Ordinance No. 1060** – An Ordinance of the Town of Mead, Colorado, Approving the Initial Zoning of Property Known as the AMK, Annexation and Amending the Official Zoning Map of the Town of Mead
 - iii. **Ordinance No. 1061** – An Ordinance of the Town of Mead, Colorado, Approving an Annexation Agreement with AMK Properties LLC for the AMK Annexation
- b. **Public Hearing: Town of Mead Highway 66 and I-25 General Improvement District**
 - i. **Ordinance No. 1062** – An Ordinance of the Town of Mead, Colorado, Making Findings and Determinations With Respect to a Petition Concerning the Organization of the Proposed “*Town of Mead Highway 66 and I-25 General Improvement District*” Pursuant to § 31-25-601, *et seq.*, C.R.S., and Providing for the Question of the Organization of the District to be Referred to the Electors Thereof Along With Additional Ballot Issues Authorizing the Imposition of General Property Taxes to Accomplish the Purposes of the District
- c. **Public Hearing: Proposed Code Amendments Related to Renewable Energy Facilities**
 - i. Continuance of Public Hearing on Proposed Code Amendments Related to Renewable Energy Facilities to August 12, 2024

11. Committee Appointments

- a. Appointment of William Jorgensen as Regular Planning Commissioner
- b. Appointment of Tim Corliss as Alternate Planning Commissioner

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

13. Elected Official Reports

- a. Town Trustees
- 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: July 29, 2024

SUBJECT: Town Manager Report

- National Night Out is scheduled for August 6th as a community event to promote safety and crime prevention. The event will feature live music, safety information, safety vehicles, kid's activities, and food. Last year's festivities rained out, so hopefully, we'll have better weather this year.
- Mead Recreation is sponsoring a trip to Bally's Black Hawk Casino on September 20th. Registration includes transportation, \$10 of free play, and \$15 food credit. Participants must be 21 or over, and the cost is \$20 per person.
- Building a Stronger Mead Community is a non-profit organization dedicated to promoting citizen-led initiatives within the Town of Mead. This year, their primary focus is advocating for additional support for the Mead Police Department. Residents can contribute to creating a safer, more resilient Mead community by volunteering their time. For more information, residents should contact: buildingastrongermeadcommunity@gmail.com
- The next Meet, Greet, and Eat with the Board of Trustees is slated for July 30th at Margil Farms Park, and the final one will be held August 27th at Mead Town Park. This is an opportunity to chat with the Board – food will be provided.
- The upcoming Coffee with the Mayor is scheduled for Saturday, August 3rd, at 8:00 a.m. at Town Hall. Mayor Colleen Whitlow hosts this event on the first Saturday of each month. Citizens are encouraged to attend and participate in an open discussion about any issues.
- Implementation of ClearGov budgeting software is almost complete and will be used for the 2025 budget process. This software is anticipated to make the budget process more user-friendly to departments and allow for more complete tracking of capital projects, in addition to other technological advantages.
- Installation of the Town of Mead's EV (Electric Vehicle) Chargers at Town Hall is complete. Users will pay \$0.25 per kWh and have a four-hour limit.
- Mead's Regular Municipal Election is scheduled as a coordinated election on November 5th. The Town Clerk's office mailed notice (attached) to all registered voters of the open Trustee position and about ballot issues being considered by the Town and St Vrain Valley School District.
- Construction of the Mead Community Center is underway. A lot of dirt is being moved for the excavation of the foundation and site grading. Expected completion is in 2025.
- Explore the daily operations of Mead Police officers and staff. Whether responding to service calls, engaging with students, or interacting with residents at community events, the Mead Police Department is committed to improving the quality of life for residents, businesses, and visitors. View the Mead Police Safety and Education Outreach Videos here: <https://bit.ly/MPDvideos>.
- The fall Mead Police Citizens' Academy will be held every Wednesday from September 11th to October 16th, from 6:30 p.m. to 9:00 p.m. Applications are now being accepted. Last year's Academy was very well received. This is an opportunity for citizens to learn about and interact with the Mead Police Department. More information about the Academy can be found on the town's website: <https://www.townofmead.org/police/page/citizens-police-academy>
- Municipal Court was held on July 18th with a new earlier start time of 5:00 p.m. The change in time allows for Mead's expanding docket to be handled in a reasonable time. The next arraignment date is August 15th at 5:00 p.m. There are currently 45 cases on the docket, with more to be set. One trial is scheduled for August 12th.

- Current road closures due to construction can be found on the town's website: <https://www.townofmead.org/engineering/page/street-maintenanceroad-closures>.
- Key projects update:
 - 3rd and Welker Intersection – United power relocations are delayed due to permitting from the railroad. The team is still awaiting final CDOT approval to release the project to ad.
 - Community Center – Excavation is underway for the building foundation and site grading.
 - SH66 Pedestrian Crossing – Final plans are under review by Town staff, and Staff continues to work with utilities and ditch companies for final CDOT clearances.
- YTD totals for new single family home permits:
 - 2024 YTD: 49 SF Permits, 58 Certificates of Occupancy
- Boards and Commissions
 - The Planning Commission meeting for August has been cancelled due to a lack of items for review.
 - With the resignation of Diane Kure, staff will be preparing a request to move one of the alternate members to the open regular seat. Staff will reach out to the other eligible applicant for the alternate seat. If that person is still interested, staff will prepare a packet to recommend the appointment of that seat as well.
- Human Resources
 - The Town is advertising open positions here: <https://www.governmentjobs.com/careers/townofmead>
 - Open full-time positions include Police Officer and Maintenance Worker I/II/III.

Community Development

- Staff has invited two firms that responded to the Land Use Code Revision RFP (Bohannon Huston and Ayers Associates) to interview with the staff selection committee. Those interviews will be held on July 31st. Staff will present a recommendation to the Board later this summer.
- The Kiteley Ranch property, located at the SE corner of Hwy 66 and CR 7, is scheduled for a Pre-Application Consultation meeting with staff on Aug. 22nd
- The Gopher Gulch RV Park is working toward a TCO (Temporary Certificate of Occupancy). They hope to be open for business on August 1st.

Public Works and Engineering

- The bid package was rescinded for the Gold Star Memorial project due to the monument manufacturers delay.
- The annual slurry seal project is complete. Chip seal and asphalt reconstruction areas are scheduled to begin in the coming weeks. The 5th street sidewalk is scheduled to begin at the end of June.
- Restriping of the basketball court at Margil and courts at Founders Park are complete.
- An offer was extended to a candidate for Deputy Town Engineer.
- 2700 tons of road base was placed and graded on CR 38 west of CR 7.

Community Engagement

- The last Rockin' N Reelin' series concert was held on July 12th with the Six Foot Joe Band. Concerts and movies have been well attended this year, with approximately 150-200 people for each session.
- The Business and Marketing Specialist position has been filled, and the new employee will start on August 12th.
- Fall Youth Sports are open for registration. This year, fall volleyball will be offered in partnership with Carbon Valley and Berthoud. Games will be held on Friday evenings at Carbon Valley and on Saturday in all three towns. New this year is NFL Flag Football for Mead residents. We have 46 participants registered so far.

- Mead Community Day is scheduled for September 14th. The event will offer local vendors, various food trucks, free activities, and fireworks. Live music will be performed by Eric Golden and The Long Run. The Colorado Country Music Hall of Fame awarded Eric Golden the 2021 Entertainer of the Year. The Long Run Band is a legendary Eagles tribute band who have been performing across Colorado for over a decade.

Police Department

- Chief Newbanks is working with CDOT on ways to improve traffic flow and reduce crashes on I-25 and detour routes. Chief joined other stakeholders in a site visit last Friday.
- Officers attended the concert in the park.
- The mid-monthly report for July is attached.
- The candidates being considered for officer have been rejected and the position is being re-opened.
- One crossing guard resigned and the position is being posted.

July 17, 2024

Regular Municipal Election: November 5, 2024

The Town of Mead Regular Municipal Election will be held on November 5, 2024, in coordination with the Weld County Elections Department. Mead's seven-member Board of Trustees is elected to four-year staggered terms, with elections held in November of even-numbered years. This year, there are three open seats on the Board of Trustees.

For those interested in running for the open seats, a Candidate Informational Meeting is scheduled for Tuesday, August 6 at 4:00 p.m. at Mead Town Hall. Qualified candidates must be U.S. citizens over the age of 18, registered to vote, and residents of Mead for at least 12 months. Candidates must obtain at least ten signatures on a Nomination Petition—petitions will be available on August 6. Residents interested in running for office should contact the Town Clerk and attend the informational meeting for further candidate instructions.

In addition to electing trustees, Mead residents will vote on several local ballot initiatives. The Office of the Town Clerk has provided general information on these potential ballot questions to help residents make informed decisions.

1. **Mead Police Department Funding Ballot Question:** The Board of Trustees is considering a 1% sale and use tax ballot question dedicated to supporting the Mead Police Department. This funding measure ensures adequate resources for future operations and anticipated community growth. Currently, Mead Police Officers respond to approximately 11,000 calls annually, patrol over 125 miles of roadways, and serve three schools with over 2,600 students and staff. Critical funding shortfalls include:
 - Two School Resource Officers (SROs) dividing their time among three Mead schools.
 - Limited staffing with only one patrol officer per shift.
 - Inadequate facilities, lacking dedicated spaces for training, evidence storage, interview rooms, or holding cells.
 - Insufficient resources to expand community policing initiatives.

For more information on the Mead Police Department ballot question, visit <https://bit.ly/MPDeducation> or scan the QR Code:



2. **St. Vrain Valley School District 2024 Bond Initiative:** The St. Vrain Valley School District is considering a \$739.8 million bond initiative to maintain its commitment to academic excellence, safety, and preparing students for future careers. This initiative includes plans for constructing a new PK-8 school in Mead without increasing property taxes. The proposed priorities for the 2024 Bond include:
 - Investing in programs for skilled trades (plumbing, electrical, construction), computer systems, cybersecurity, healthcare, and more.
 - Upgrading school buildings to enhance safety measures.
 - Addressing critical building maintenance and upgrading outdated infrastructure.
 - Building new school facilities and adding classrooms to accommodate current and future student enrollments.

For more information on the SVVSD 2024 Bond Initiative, visit <https://www.svvsd.org/proposed-2024-bond-initiative> or scan the QR code:



3. **Marijuana Business Regulations:** A citizen-led ballot question proposes allowing a limited number of marijuana businesses in designated locations within Mead, as determined by the Board of Trustees and subject to local standards. Key aspects of this proposal include:
 - Restricting marijuana businesses from operating in school zones and downtown areas.
 - Permitting marijuana businesses along the I-25 corridor or similarly zoned light industrial areas.
 - Establishing distance requirements between marijuana businesses to prevent clustering.
 - Introducing specific fees and operational procedures tailored to the Town of Mead.

For more information on these ballot initiatives, general election inquiries, or how to run for office, please contact Mary Strutt, Town Clerk, at mstrutt@townofmead.org.

As a Coordinated Election, electors will receive one ballot covering all municipal, state, and federal issues. Ballots will be mailed to registered electors by the Weld County Elections Department on or about October 11, 2024. Please note that Mead will not have a ballot drop-box. For more information on ballot box locations, visit the Weld County Elections Department website. To register to vote, you must be a U.S. citizen, 18 years old on or before the election date, and a State of Colorado resident. If you have a Colorado Driver's License or ID Card, you may register online at www.govotecolorado.com.



Mead Police Department

July Mid-Monthly Activity - 2024

CALLS FOR SERVICE (July 1 – 15): 480

TRAFFIC STOPS: 63

CRASHES: 53 (38 on I-25)

WARNINGS: 38

CITATIONS: 12

REPORTS: 25

ARRESTS: 5

NOTABLE CALLS FOR SERVICE:

Small Vegetation Fire – Highway 66 / WCR 7 – 24ML00378 – 07/01/2024

Crash – WCR 32 I25 NB – 24ML00379 – 07/01/2024

Crash – 3rd St / Welker Ave – 24ML00380 – 07/01/2024

Sex Offense – [REDACTED] Settler Ridge Dr – 24ML00381 – 07/02/2024

Subject with a Warrant – Highway 66 / WCR 7 – 24ML00382 – 07/02/2024

Crash – [REDACTED] Pacific Cir – 24ML00384 – 07/03/2024

Crash – E I25 Frontage Rd / Highway 66 – 24ML00386 – 07/03/2024

Subject with a Warrant – [REDACTED] Highway 66 – 24ML00387 – 07/03/2024

Suspicious – WCR 38 / I25 SB – 24ML00388 – 07/03/2024

Check Wellbeing – [REDACTED] Palmer Ave – 24ML00389 – 07/04/2024

Crash – Colorado Blvd / WCR 32 – 24ML00391 – 07/06/2024

Assist Other Agency – [REDACTED] Main Street – 24ML00392 – 07/07/2024
Subject with a Warrant – MM 245 I25 NB – 24ML00393 – 07/07/2024
Crash – Highway 66 / WCR 9.5 – 24ML00394 – 07/08/2024
Subject with a Warrant – MM 245 I25 SB – 24ML00395 – 07/08/2024
Traffic Stop – E I25 Frontage Rd / Welker Ave – 24ML00396 – 07/09/2024
Crash – [REDACTED] WCR 32 – 24ML00397 – 07/09/2024
Harass – [REDACTED] Highway 66 – 24ML00398 – 07/09/2024
Crash – Highway 66 / Interstate 25 NB – 24ML00400 – 07/10/2024
Crash – WCR 7 / WCR 38 – 24ML00401 – 07/12/2024
Subject with a Warrant – 24ML00402 – 07/12/2024
Hit and Run – [REDACTED] Highway 66 – 24ML00403 – 07/13/2024
Theft – [REDACTED] 3rd St – 24ML00404 – 07/14/2024
Crash – MM 246 I25 SB – 24ML00405 – 07/14/2024



**PROCLAMATION
National Night Out
August 6, 2024**

WHEREAS the National Association of Town Watch (NATW) sponsors a national community-building campaign on Tuesday, August 6, 2024 entitled “National Night Out”; and

WHEREAS National Night Out is celebrating 40 years of community-building that promotes strong police-community partnerships and neighborhood camaraderie to make our neighborhoods safer, more caring places to live and work; and

WHEREAS the residents of Mead play a vital role in assisting the Mead Police Department through joint community-building efforts; and

WHEREAS the National Night Out campaign provides an opportunity for residents in Mead to join over 38 million neighbors across 17 thousand communities from all 50 states, U.S. territories and military bases worldwide; and

WHEREAS it is essential that all neighbors of Mead come together with police and work together to build a safer, more caring community; and

NOW, THEREFORE, I, Colleen G. Whitlow, Mayor of the Town of Mead, do hereby proclaim August 6, 2024 as **National Night Out** and urge our citizens to join us for this event.

Given under my hand and Seal of the Town of Mead, Colorado
On this 29th day of July, 2024

Colleen G. Whitlow
Mayor



BOARD OF TRUSTEES

441 3rd Street, Mead
Monday, July 08, 2024

MINUTES

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

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

1. Call to Order – Roll Call

Present

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

Absent

Trustee Debra Brodhead

Also present: Town Manager Helen Migchelbrink; Deputy Town Clerk Marisol Herman; Police Chief Brent Newbanks; Community Development Director Jason Bradford; Town Engineer / Public Works Director Erika Rasmussen; Public Information Officer / Community Engagement Director Lorelei Nelson.
Attending via remote access: Assistant Town Attorney Silvia Buchenic and members of the public.

2. Moment of Silence

Mayor Whitlow requested the observance of a moment of silence in recognition of lost loved ones.

3. Pledge of Allegiance to the Flag

The assembly pledged allegiance to the flag.

4. Review and Approve Agenda

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

5. Staff Report: Town Manager Report

a. Manager Report

Town Manager Helen Migchelbrink discussed the delay of bids for Gold Star Memorial until fall. The influx of car accidents along the I-25 corridor was addressed by Chief of Police Brent Newbanks.

6. Informational Items

a. 2023 Audited Financial Statement

Lorraine Trotter, Professional Management Solutions, introduced auditor Dmitry Cherynyak with DMC Auditing and Consulting, LLC. Mr. Cherynyak completed the Town's financial audit for 2023. There were no recommendations nor financial adjustments needed. Ms. Trotter reviewed 2023 financial statements.

7. Proclamations

a. Parks and Recreation Month July 2024

Motion was made by Mayor Pro Tem Cartwright, seconded by Trustee Schranz, to authorize Mayor Whitlow to sign the Proclamation for Park and Recreation Month July 2024. Motion carried 6-0, on a roll call vote.

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

There was no public comment at this time.

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

- a. Approval of Minutes - Regular Meeting June 24, 2024
- b. June 2024 Aging Report
- c. Check Register July 8, 2024
- d. **Ordinance No. 1055** – An Ordinance of the Town of Mead, Colorado, Approving Vacation of Certain Easements in the Red Barn Subdivision Final Plat Filing No. 2
- e. **Ordinance No. 1056** – An Ordinance of the Town of Mead, Colorado, Approving with Conditions the Red Barn Subdivision Final Plat Filing No. 2 Replat A
- f. **Resolution No. 56-R-2024** – A Resolution of the Town of Mead, Colorado, Granting Conditional Acceptance of the Public Improvements associated with the Club Carwash Site Plan (Mead Crossings Subdivision, Amendment No. 2, Lot B)

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

10. 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.

11. Elected Official Reports

- a. Town Trustees

The Trustees had no further comments.

- b. Mayor Whitlow

Mayor Whitlow discussed the success of the 4th of July bike parade.

12. Adjournment

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

The Regular Meeting of the Town of Mead Board of Trustees adjourned at approximately 6:43 p.m. on Monday, July 8, 2024.

Colleen G. Whitlow, Mayor

ATTEST:

Marisol Herman, Deputy Town Clerk



BOARD OF TRUSTEES SPECIAL MEETING

441 3rd Street, Mead
Tuesday, July 16, 2024

MINUTES

I. 5:30 p.m. to 10:00 p.m. SPECIAL MEETING

Mayor Colleen Whitlow called the Special Meeting of the Board of Trustees to order at 5:30 p.m.

1. Call to Order – Roll Call

Present

Mayor Colleen Whitlow
Mayor Pro Tem Chris Cartwright
Trustee David Adams
Trustee Debra Brodhead (via remote access)
Trustee Trisha Harris (arrived at 5:38 p.m.)
Trustee Chris Parr (via remote access)
Trustee Herman Schranz

Absent

None

Also present: Town Manager Helen Migchelbrink; Director of Administrative Services Mary Strutt; Community Development Director Jason Bradford; Town Engineer / Public Works Director Erika Rasmussen.

Attending via remote access: Town Attorney Marcus McAskin; Assistant Town Attorney Lori Strand; Ken Clifford, JVA Consulting Engineers; Josh Marks Berg, Hill, Greenleaf, Ruscitti.

2. Moment of Silence

Mayor Whitlow requested the observance of a moment of silence for the victims of hurricane Beryl.

3. Pledge of Allegiance to the Flag

The assembly pledged allegiance to the flag.

4. Review and Approve Agenda

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

5. Public Comment: 3-minute time limit. Comment is for any item on the agenda or not unless it is set for an upcoming public hearing.

There was no public comment at this time.

6. Executive Session pursuant to C.R.S. § 24-6-402(4)(b) and 24-6-402(4)(e) for conference with attorneys for the Town for the purpose of receiving legal advice on specific legal questions regarding Case No. 2024CV30250 (the Schell matter) and for determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators regarding the Schell matter.

Motion was made by Trustee Schranz, seconded by Trustee Adams, to enter into executive session pursuant to C.R.S. § 24-6-402(4)(b) and 24-6-402(4)(e) for conference with attorneys for the Town for the purpose of receiving legal advice on specific legal questions regarding Case No. 2024CV30250 (the Schell matter) and for determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators regarding the Schell matter. Motion carried 6-0, on a roll call vote.

Trustee Harris arrived at the meeting at 5:38 p.m.

Mayor Whitlow convened the Executive Session at 5:38 p.m.

The Board returned to the Special Meeting from Executive Session at 7:09 p.m. Those present for the Executive Session were Mayor Whitlow, Mayor Pro Tem Cartwright, Trustees Adams, Brodhead, Harris, Parr and Schranz, Town Attorney Marcus McAskin, Assistant Town Attorney Lori Strand, Town Manager Helen Migchelbrink, Director of Administrative Services Mary Strutt, Town Engineer / Public Works Director Erika Rasmussen, Community Development Director Jason Bradford, Ken Clifford, JVA Consulting Engineers, and Josh Marks, Berg, Hill, Greenleaf Ruscitti.

RECONVENE SPECIAL MEETING

7. Executive Session Action Items

There were no further action items.

8. Adjournment

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

The Special Meeting of the Town of Mead Board of Trustees adjourned at approximately 7:11 p.m. on Tuesday, July 16, 2024.

Colleen G. Whitlow, Mayor

ATTEST:

Mary E. Strutt, MMC, Town Clerk

TOWN OF MEAD
COMBINED CASH INVESTMENT
JUNE 30, 2024

COMBINED CASH ACCOUNTS

99-01-1001	INDEPENDENT BANK - CHECKING	4,859,386.23
99-01-1002	TBK BANK - OFFICE CHECK	74,116.73
99-01-1003	TBK BANK - MONEY MARKET	147,114.16
99-01-1005	TBK BANK - FLEX DEBIT CARDS	41,062.31
99-01-1011	XPRESS DEPOSIT ACCOUNT	66,779.78
99-01-1023	COLOTRUST PLUS	12,791,395.28
99-01-1024	COLOTRUST PRIME	10,928.40
99-01-1025	CSIP	5,554,629.55
99-01-1026	CSAFE	12,259,204.86
99-01-1076	A/R CASH CLEARING	(1,592.40)
99-01-1077	COURT CASH CLEARING	(7,289.50)
99-01-1078	BUSINESS LICENSE CASH CLEARING	30.00
TOTAL COMBINED CASH		35,795,765.40
99-02-2000	A/P - MISCELLANEOUS	326.43
99-01-0100	CASHALLOCATED TO OTHER FUNDS	(35,796,091.83)
TOTAL UNALLOCATED CASH		.00

CASH ALLOCATION RECONCILIATION

1	ALLOCATION TO GENERAL FUND	11,354,147.98
4	ALLOCATION TO STREET IMPROVEMENT FUND	2,566,687.71
5	ALLOCATION TO CONSERVATION TRUST FUND	157,975.78
6	ALLOCATION TO SEWER FUND	1,608,626.48
8	ALLOCATION TO POLICE FUND	124,728.94
9	ALLOCATION TO MUNICIPAL FACILITIES FUND	4,439,903.75
14	ALLOCATION TO TRANSPORTATION FUND	6,202,508.72
18	ALLOCATION TO PARKS & OPEN SPACE	553,921.65
19	ALLOCATION TO CAPITAL IMPROVEMENT FUND	3,899,890.81
20	ALLOCATION TO MEAD URBAN RENEWAL AUTHORITY	4,877,445.24
30	ALLOCATION TO ELEVATION 25 GEN'L IMPVT DIST.	10,254.77
TOTAL ALLOCATIONS TO OTHER FUNDS		35,796,091.83
ALLOCATION FROM COMBINED CASH FUND - 99-01-0100		(35,796,091.83)
ZERO PROOF IF ALLOCATIONS BALANCE		.00

TOWN OF MEAD
BALANCE SHEET
JUNE 30, 2024

GENERAL FUND

ASSETS

01-01-0100	COMBINED CASH	11,354,147.98	
01-01-1007	CASH DRAWER - TOWN HALL	500.00	
01-01-1008	CASH DRAWER - POLICE	100.00	
01-01-1240	TREE TRIMMING COSTS RECEIVABLE	272.30	
01-01-1300	A/R - BILLED ACCOUNTS	(2,013.86)	
01-01-1301	A/R - GENERAL	812,421.96	
01-01-1303	PREPAID EXPENSES--PITNEY BOWES	700.30	
01-01-1304	PREPAID EXP--WELD CLK & RECORD	(204.92)	
01-01-1307	24HOUR FLEX DEPOSIT	1,500.00	
	TOTAL ASSETS		12,167,423.76

LIABILITIES AND EQUITY

LIABILITIES

01-02-2000	ACCOUNTS PAYABLE	119,682.79	
01-02-2300	457(B) DEFERRED COMP PAYABLE	7,997.09	
01-02-2301	SALARIES & WAGES PAYABLE	97,428.16	
01-02-2302	FLEXPLAN PAYABLE	12,388.57	
01-02-2306	RESTITUTION PAYABLE	428.77	
01-02-2308	DEPOSITS PAYABLE	12,300.00	
01-02-2310	EMPLOYEE HEALTH INS. PAYABLE	(63,140.80)	
01-02-2311	FPPA PAYABLE	13,931.57	
01-02-2312	WORKERS COMP INSURANCE PAYABLE	(34,948.01)	
01-02-2314	401(A) CONTRIBUTIONS PAYABLE	1,626.26	
01-02-2400	FED. WITHHOLDING TAX PAYABLE	13,414.87	
01-02-2401	SOCIAL SECURITY TAX PAYABLE	10,180.40	
01-02-2402	MEDICARE TAX PAYABLE	3,891.41	
01-02-2403	STATE WITHHOLDING TAX PAYABLE	14,380.98	
01-02-2404	STATE UNEMPLOYMENT TAX PAYABLE	1,799.02	
01-02-2600	WARRANTY FUNDS	2,022,405.23	
01-02-2610	DEVELOPER DEPOSITS	231,645.00	
01-02-2615	DEVELOPER LIABILITIES	75,111.84	
01-02-2705	DEFERRED REVENUE	1,162,831.09	
01-02-2706	UNAVAILABLE REVENUE	50,462.67	
	TOTAL LIABILITIES		3,753,816.91

FUND EQUITY

01-02-3001	FUND BALANCE	7,538,441.21	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	875,165.64	
	BALANCE - CURRENT DATE	875,165.64	
	TOTAL FUND EQUITY		8,413,606.85
	TOTAL LIABILITIES AND EQUITY		12,167,423.76

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
TAXES					
01-10-4000 PROPERTY TAX	85,667.37	2,580,709.11	2,832,450.00	251,740.89	91.1
01-10-4010 SALES TAX	241,864.27	1,814,501.85	4,538,344.00	2,723,842.15	40.0
01-10-4012 LODGING TAX	22.00	370.00	800.00	430.00	46.3
01-10-4020 SPECIFIC OWNERSHIP TAX	9,742.87	54,847.97	85,000.00	30,152.03	64.5
01-10-4030 BUILDING PERMIT USE TAX	11,124.12	264,849.50	445,874.00	181,024.50	59.4
01-10-4040 CIGARETTE TAX	729.01	4,508.50	13,000.00	8,491.50	34.7
01-10-4050 MURA REVENUE SHARING	162,102.16	162,102.16	196,692.00	34,589.84	82.4
01-10-4070 FEDERAL MINERAL LEASE	.00	.00	30,000.00	30,000.00	.0
01-10-4071 STATE SEVERANCE TAXES	.00	.00	150,000.00	150,000.00	.0
TOTAL TAXES	511,251.80	4,881,889.09	8,292,160.00	3,410,270.91	58.9
FEES AND PERMITS					
01-11-4100 BUILDING PERMIT FEES	16,300.94	269,509.38	553,205.00	283,695.62	48.7
01-11-4102 OTHER PERMITS	70.00	5,745.79	35,000.00	29,254.21	16.4
01-11-4103 CONVENIENCE FEE	1,863.15	19,409.31	30,000.00	10,590.69	64.7
01-11-4110 BUILDING PERMIT - ADMIN. FEES	8,100.00	30,450.00	56,520.00	26,070.00	53.9
01-11-4111 PASSPORT FEES	65.00	2,405.00	9,000.00	6,595.00	26.7
01-11-4112 TOWN HALL/PARK FEES	240.00	1,270.00	1,500.00	230.00	84.7
01-11-4115 SHOPPING BAG FEES	119.13	119.13	.00	(119.13)	.0
01-11-4120 FRANCHISE FEES	20,589.65	144,657.93	276,022.00	131,364.07	52.4
01-11-4130 DEVELOPER APPLICATION FEES	2,692.76	10,576.56	25,000.00	14,423.44	42.3
01-11-4140 ROYALTIES	.00	55,446.50	200,000.00	144,553.50	27.7
TOTAL FEES AND PERMITS	50,040.63	539,589.60	1,186,247.00	646,657.40	45.5
LICENSES					
01-12-4200 BUSINESS/SALES TAX LICENSE	525.00	8,060.81	12,500.00	4,439.19	64.5
01-12-4210 LIQUOR LICENSE	151.25	2,627.50	2,500.00	(127.50)	105.1
01-12-4220 PET LICENSES	5.00	335.00	600.00	265.00	55.8
TOTAL LICENSES	681.25	11,023.31	15,600.00	4,576.69	70.7
CHARGES FOR SERVICES					
01-13-4304 IGA--SCHOOL RESOURCE OFFICERS	.00	.00	171,232.00	171,232.00	.0
01-13-4305 SCHOOL GUARD REIMBURSEMENT	2,572.45	11,955.81	20,000.00	8,044.19	59.8
01-13-4310 NEW DEVELOPMENT CHARGES	42,550.70	187,702.58	250,000.00	62,297.42	75.1
01-13-4360 SALES OF MERCHANDISE	20.00	100.00	8,500.00	8,400.00	1.2
01-13-4624 SENIOR EVENT FEES	160.00	220.00	400.00	180.00	55.0
01-13-4625 RECREATION REGISTRATION FEES	3,225.00	38,115.00	62,725.00	24,610.00	60.8
TOTAL CHARGES FOR SERVICES	48,528.15	238,093.39	512,857.00	274,763.61	46.4

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>FINES AND FORFEITS</u>					
01-14-4420 COURT FINES	2,390.00	26,738.10	54,000.00	27,261.90	49.5
01-14-4422 COURT COSTS	923.00	10,548.00	15,000.00	4,452.00	70.3
01-14-4423 POLICE REPORTS	15.00	1,787.25	2,400.00	612.75	74.5
01-14-4620 MISC. POLICE INCOME	25.00	334.00	1,000.00	666.00	33.4
TOTAL FINES AND FORFEITS	3,353.00	39,407.35	72,400.00	32,992.65	54.4
<u>GRANTS & ECONOMIC DEVELOPMENT</u>					
01-15-4513 DOLA GRANT--LAND USE CODE	.00	.00	100,000.00	100,000.00	.0
01-15-4516 GRANT - UNITED WAY	.00	1,000.00	2,500.00	1,500.00	40.0
01-15-4519 GRANT--MAIN STREET GRANTS	.00	.00	100,000.00	100,000.00	.0
01-15-4526 POLICE GRANTS	4,050.00	8,141.18	127,500.00	119,358.82	6.4
TOTAL GRANTS & ECONOMIC DEVELOPME	4,050.00	9,141.18	330,000.00	320,858.82	2.8
<u>MISCELLANEOUS</u>					
01-18-4619 INTEREST & DIVIDEND INCOME	42,996.85	265,643.16	454,017.00	188,373.84	58.5
01-18-4620 MISC. INCOME	7,170.19	29,096.48	25,000.00	(4,096.48)	116.4
01-18-4622 DONATIONS/FUNDRAISING	.00	600.00	5,000.00	4,400.00	12.0
01-18-4623 SALE OF ASSETS	5,995.00	5,995.00	10,000.00	4,005.00	60.0
01-18-4625 METRO DISTRICT PAYMENTS	.00	23,450.60	99,454.00	76,003.40	23.6
01-18-4628 CASH OVER/(SHORT)	.00	.00	2,500.00	2,500.00	.0
01-18-4648 DELINQUENT INTEREST EARNED	202.35	228.00	.00	(228.00)	.0
TOTAL MISCELLANEOUS	56,364.39	325,013.24	595,971.00	270,957.76	54.5
TOTAL FUND REVENUE	674,269.22	6,044,157.16	11,005,235.00	4,961,077.84	54.9

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
01-40-5001 SALARIES & WAGES	34,717.34	209,905.89	395,459.00	185,553.11	53.1
01-40-5050 CLEANING	715.48	4,292.88	10,000.00	5,707.12	42.9
01-40-5055 OVERTIME	(235.62)	175.73	.00	(175.73)	.0
01-40-5060 PAYROLL TAXES	2,754.71	16,549.95	31,160.00	14,610.05	53.1
01-40-5065 WORKERS COMP	89.06	2,371.88	3,112.00	740.12	76.2
01-40-5066 HEALTH INSURANCE	3,930.65	23,495.11	46,771.00	23,275.89	50.2
01-40-5067 DEFERRED COMP/RETIREMENT	3,134.07	15,004.19	30,880.00	15,875.81	48.6
01-40-5068 MEDICAL SAVINGS	387.50	2,052.90	3,621.00	1,568.10	56.7
01-40-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	634.26	10,000.00	9,365.74	6.3
01-40-5200 OFFICE SUPPLIES	387.21	2,940.38	7,500.00	4,559.62	39.2
01-40-5201 COMPUTER/TECHNOLOGY	204.49	19,802.00	45,000.00	25,198.00	44.0
01-40-5202 PRINTING EXPENSE	.00	.00	2,500.00	2,500.00	.0
01-40-5203 UNIFORMS	.00	539.17	1,200.00	660.83	44.9
01-40-5205 POSTAGE	1,037.71	3,747.46	10,000.00	6,252.54	37.5
01-40-5210 OPERATING SUPPLIES	587.80	2,955.22	7,500.00	4,544.78	39.4
01-40-5212 FURNISHINGS	.00	4,320.28	15,000.00	10,679.72	28.8
01-40-5215 REPAIRS & MAINT	3,118.61	20,032.90	20,000.00	(32.90)	100.2
01-40-5216 FLEET R&M	.00	3,297.67	500.00	(2,797.67)	659.5
01-40-5253 GAS & OIL	70.23	108.13	1,000.00	891.87	10.8
01-40-5300 TELEPHONE	198.43	3,262.32	7,210.00	3,947.68	45.3
01-40-5305 UTILITIES	163,195.48	167,152.61	10,300.00	(156,852.61)	1622.8
01-40-5310 TRASH REMOVAL	78.35	477.96	1,236.00	758.04	38.7
01-40-5315 COPIER EXPENSES	445.66	2,658.51	9,000.00	6,341.49	29.5
01-40-5320 PROPERTY & LIABILITY INSURANCE	1,826.29	6,054.13	8,606.00	2,551.87	70.4
01-40-5325 INTERNET/WEBSITE EXPENSE	460.30	18,653.15	12,500.00	(6,153.15)	149.2
01-40-5330 TRAINING	895.00	2,699.11	20,000.00	17,300.89	13.5
01-40-5331 DUES AND SUBSCRIPTIONS	931.79	26,923.15	35,000.00	8,076.85	76.9
01-40-5332 TUITION REIMBURSEMENT	.00	3,000.00	3,000.00	.00	100.0
01-40-5353 WATER ASSESSMENTS	.00	1,113.50	1,400.00	286.50	79.5
01-40-5399 OTHER PROFESSIONAL SERVICES	857.85	9,465.65	14,600.00	5,134.35	64.8
01-40-5400 LEGAL FEES	22,168.83	117,525.48	258,923.00	141,397.52	45.4
01-40-5401 CONSULTING FEES	11,392.91	69,311.72	204,917.00	135,605.28	33.8
01-40-5415 AUDIT FEES	.00	.00	15,954.00	15,954.00	.0
01-40-5416 PASSPORT EXPENSES	.00	.00	400.00	400.00	.0
01-40-5425 COUNTY TREASURER'S FEE	858.70	25,973.80	28,325.00	2,351.20	91.7
01-40-5560 CAPITAL OUTLAY--COMPUTERS	.00	24,850.00	25,000.00	150.00	99.4
01-40-5700 MISC. EXPENSE	649.73	2,092.91	10,000.00	7,907.09	20.9
01-40-5701 BANK FEES	6,947.42	24,814.69	38,063.00	13,248.31	65.2
01-40-5705 MILEAGE	1,400.00	4,585.92	10,000.00	5,414.08	45.9
01-40-5720 CONTINGENCIES	.00	.00	25,000.00	25,000.00	.0
TOTAL ADMINISTRATION	263,205.98	842,840.61	1,380,637.00	537,796.39	61.1

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>BOARD OF TRUSTEES</u>					
01-41-5001 SALARIES & WAGES	2,549.91	11,049.59	22,099.00	11,049.41	50.0
01-41-5030 MAYOR AND BOARD SALARIES	8,800.00	26,400.00	52,800.00	26,400.00	50.0
01-41-5060 PAYROLL TAXES	862.42	2,842.86	5,730.00	2,887.14	49.6
01-41-5065 WORKERS COMP	8.18	28.54	40.00	11.46	71.4
01-41-5066 HEALTH INSURANCE	298.05	1,212.48	2,340.00	1,127.52	51.8
01-41-5067 DEFERRED COMP	127.50	552.50	1,078.00	525.50	51.3
01-41-5068 MEDICAL SAVINGS	9.36	37.44	82.00	44.56	45.7
01-41-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	500.00	500.00	.0
01-41-5201 COMPUTER / TECHNOLOGY	1,285.00	1,285.00	5,000.00	3,715.00	25.7
01-41-5210 OPERATING SUPPLIES	76.44	316.20	2,000.00	1,683.80	15.8
01-41-5212 FURNISHINGS	.00	132.07	11,500.00	11,367.93	1.2
01-41-5230 ELECTIONS	.00	.00	25,000.00	25,000.00	.0
01-41-5320 PROPERTY & LIABILITY INSURANCE	913.14	3,027.05	4,303.00	1,275.95	70.4
01-41-5330 TRAINING	1,159.46	5,720.86	15,000.00	9,279.14	38.1
01-41-5331 DUES & SUBSCRIPTIONS	79.00	2,525.14	2,000.00	(525.14)	126.3
01-41-5340 PUBLISHED NOTICES	137.20	780.41	2,500.00	1,719.59	31.2
01-41-5341 ORDINANCE CODIFICATION	.00	2,845.83	7,500.00	4,654.17	37.9
01-41-5347 COMMUNITY CONTRIBUTIONS	.00	10,800.00	24,000.00	13,200.00	45.0
01-41-5399 OTHER PROFESSIONAL SERVICES	.00	9,428.74	7,500.00	(1,928.74)	125.7
01-41-5430 RECORDING FEES	.50	7.75	2,000.00	1,992.25	.4
01-41-5700 MISC. EXPENSE	279.35	2,370.44	7,500.00	5,129.56	31.6
01-41-5841 BOARD OUTREACH ACTIVITIES	1,070.00	4,022.93	35,000.00	30,977.07	11.5
TOTAL BOARD OF TRUSTEES	17,655.51	85,385.83	235,472.00	150,086.17	36.3

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE</u>					
01-42-5001 SALARIES & WAGES	181,589.59	810,110.61	1,733,304.00	923,193.39	46.7
01-42-5022 POLICE	346.45	554.32	.00	(554.32)	.0
01-42-5050 CLEANING	876.03	5,256.18	9,000.00	3,743.82	58.4
01-42-5055 OVERTIME	1,514.44	6,934.35	25,000.00	18,065.65	27.7
01-42-5060 PAYROLL TAXES	4,071.41	19,319.66	36,530.00	17,210.34	52.9
01-42-5065 WORKERS COMP	6,342.46	28,325.98	40,185.00	11,859.02	70.5
01-42-5066 HEALTH INSURANCE	26,862.41	108,264.96	202,843.00	94,578.04	53.4
01-42-5067 DEFERRED COMP	678.36	2,930.26	5,224.00	2,293.74	56.1
01-42-5068 MEDICAL SAVINGS	463.68	1,854.72	3,018.00	1,163.28	61.5
01-42-5069 FPPA	16,204.95	70,499.31	155,533.00	85,033.69	45.3
01-42-5071 D&D	5,833.79	25,379.83	52,881.00	27,501.17	48.0
01-42-5075 EMPLOYMENT/RECRUITMENT EXPENSE	38.52	1,379.14	3,000.00	1,620.86	46.0
01-42-5200 OFFICE SUPPLIES	314.07	1,516.90	4,000.00	2,483.10	37.9
01-42-5201 COMPUTER / TECHNOLOGY	496.06	14,374.63	47,450.00	33,075.37	30.3
01-42-5203 UNIFORMS	.00	.00	800.00	800.00	.0
01-42-5210 OPERATING SUPPLIES	559.18	2,751.67	16,000.00	13,248.33	17.2
01-42-5215 REPAIR & MAINTENANCE	.00	4,804.06	5,000.00	195.94	96.1
01-42-5216 FLEET R&M	1,083.41	5,811.53	18,000.00	12,188.47	32.3
01-42-5253 GAS & OIL	2,233.09	10,965.99	30,000.00	19,034.01	36.6
01-42-5254 UNIFORMS & TOOLS	(76.50)	3,674.11	29,000.00	25,325.89	12.7
01-42-5255 OPERATING EQUIPMENT	368.53	31,951.51	78,950.00	46,998.49	40.5
01-42-5300 TELEPHONES	1,343.82	7,091.20	15,895.00	8,803.80	44.6
01-42-5305 UTILITIES	1,181.97	8,875.17	18,000.00	9,124.83	49.3
01-42-5310 TRASH REMOVAL	157.87	947.22	2,000.00	1,052.78	47.4
01-42-5315 COPIER EXPENSE	187.04	862.97	3,000.00	2,137.03	28.8
01-42-5320 GENERAL LIABILITY INSURANCE	22,828.59	75,676.54	112,028.00	36,351.46	67.6
01-42-5325 INTERNET/WEBSITE EXPENSE	132.45	662.25	2,000.00	1,337.75	33.1
01-42-5330 TRAINING	4,208.97	26,295.38	70,600.00	44,304.62	37.3
01-42-5331 DUES & MEMBERSHIPS	.00	10,680.44	12,145.00	1,464.56	87.9
01-42-5332 TUITION REIMBURSEMENT	2,155.00	3,000.00	6,000.00	3,000.00	50.0
01-42-5343 CONTRACTUAL SERVICES	9,468.68	95,669.48	159,700.00	64,030.52	59.9
01-42-5348 PEST CONTROL	.00	.00	2,000.00	2,000.00	.0
01-42-5349 WELLNESS PROGRAM	.00	.00	3,500.00	3,500.00	.0
01-42-5350 LAB FEES	16.00	.00	500.00	500.00	.0
01-42-5399 OTHER PROFESSIONAL SERVICES	105.00	2,863.90	3,150.00	286.10	90.9
01-42-5400 LEGAL FEES	.00	.00	15,000.00	15,000.00	.0
01-42-5491 VEHICLE LEASE EXPENSES	1,279.43	7,676.58	13,652.00	5,975.42	56.2
01-42-5500 CAPITAL OUTLAY	.00	8,000.00	8,000.00	.00	100.0
01-42-5700 MISC. EXPENSE	290.11	1,501.49	1,000.00	(501.49)	150.2
TOTAL POLICE	293,154.86	1,406,462.34	2,943,888.00	1,537,425.66	47.8

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMUNITY DEVELOPMENT</u>					
01-43-5001 SALARIES & WAGES	42,469.71	180,546.81	374,057.00	193,510.19	48.3
01-43-5060 PAYROLL TAXES	3,071.57	13,285.82	28,615.00	15,329.18	46.4
01-43-5065 WORKERS COMP	174.84	753.50	258.00	(495.50)	292.1
01-43-5066 HEALTH INSURANCE	8,296.35	30,360.43	35,572.00	5,211.57	85.4
01-43-5067 DEFERRED COMP	1,766.79	7,287.65	12,997.00	5,709.35	56.1
01-43-5068 MEDICAL SAVINGS	185.92	524.95	393.00	(131.95)	133.6
01-43-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	61.26	500.00	438.74	12.3
01-43-5200 OFFICE SUPPLIES	13.99	122.44	800.00	677.56	15.3
01-43-5201 COMPUTER / TECHNOLOGY	1,315.00	4,779.38	9,000.00	4,220.62	53.1
01-43-5202 PRINTING EXPENSE	.00	210.38	750.00	539.62	28.1
01-43-5203 UNIFORMS	.00	497.57	1,250.00	752.43	39.8
01-43-5216 REPAIRS & MAINT--FLEET	.00	121.94	1,000.00	878.06	12.2
01-43-5253 GAS & OIL	151.02	538.64	1,000.00	461.36	53.9
01-43-5300 TELEPHONE	187.46	785.34	2,000.00	1,214.66	39.3
01-43-5320 PROPERTY & LIABILITY INSURANCE	913.14	2,527.05	4,303.00	1,775.95	58.7
01-43-5330 TRAINING	.00	3,905.81	6,000.00	2,094.19	65.1
01-43-5331 DUES & MEMBERSHIPS	.00	160.00	1,200.00	1,040.00	13.3
01-43-5401 CONSULTING FEES	.00	.00	225,000.00	225,000.00	.0
01-43-5411 ANNEXATIONS & REZONING EXPENSE	.00	20.32	15,000.00	14,979.68	.1
01-43-5460 BUILDING INSPECTIONS	33,652.34	139,141.53	304,263.00	165,121.47	45.7
01-43-5491 VEHICLE LEASE EXPENSES	1,198.83	7,192.98	6,201.00	(991.98)	116.0
01-43-5700 MISC.	216.94	538.91	2,000.00	1,461.09	27.0
TOTAL COMMUNITY DEVELOPMENT	93,613.90	393,362.71	1,032,159.00	638,796.29	38.1

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS</u>					
01-45-5001 SALARIES & WAGES	42,393.05	188,641.55	377,274.00	188,632.45	50.0
01-45-5055 OVERTIME	1,254.49	3,477.95	5,614.00	2,136.05	62.0
01-45-5060 PAYROLL TAXES	3,282.51	14,505.75	29,291.00	14,785.25	49.5
01-45-5065 WORKERS COMP	2,589.25	10,861.80	6,859.00	(4,002.80)	158.4
01-45-5066 HEALTH INSURANCE	7,620.47	29,379.44	36,553.00	7,173.56	80.4
01-45-5067 DEFERRED COMP	1,717.19	6,781.15	9,006.00	2,224.85	75.3
01-45-5068 MEDICAL SAVINGS	210.61	847.67	883.00	35.33	96.0
01-45-5201 COMPUTER/TECHNOLOGY	.00	1,464.00	4,000.00	2,536.00	36.6
01-45-5203 UNIFORMS	.00	1,185.43	6,510.00	5,324.57	18.2
01-45-5210 OPERATING SUPPLIES	536.86	862.70	6,000.00	5,137.30	14.4
01-45-5215 REPAIRS & MAINTENANCE	1,936.00	14,786.62	40,000.00	25,213.38	37.0
01-45-5216 FLEET R&M	494.77	1,171.62	10,000.00	8,828.38	11.7
01-45-5253 GAS & OIL	1,653.95	8,196.73	10,000.00	1,803.27	82.0
01-45-5254 TOOLS	.00	218.55	3,000.00	2,781.45	7.3
01-45-5300 TELEPHONE	462.00	1,386.00	2,200.00	814.00	63.0
01-45-5305 UTILITIES	12,536.84	17,964.03	40,000.00	22,035.97	44.9
01-45-5310 TRASH REMOVAL	556.50	1,622.00	2,500.00	878.00	64.9
01-45-5320 PROPERTY & LIABILITY INSURANCE	4,565.72	15,135.31	21,514.00	6,378.69	70.4
01-45-5330 TRAINING	2,202.23	3,900.79	4,000.00	99.21	97.5
01-45-5348 PEST CONTROL	4,548.48	9,395.96	38,000.00	28,604.04	24.7
01-45-5349 WELLNESS PROGRAM	30.00	90.00	.00	(90.00)	.0
01-45-5363 WEED CONTROL	1,006.18	7,306.18	15,000.00	7,693.82	48.7
01-45-5369 EQUIPMENT RENTAL	.00	.00	1,000.00	1,000.00	.0
01-45-5370 LANDSCAPING	.00	4,508.00	18,000.00	13,492.00	25.0
01-45-5371 TREE MAINTENANCE	5,220.00	5,220.00	35,000.00	29,780.00	14.9
01-45-5372 IRRIGATION SYSTEM	913.71	2,764.07	7,500.00	4,735.93	36.9
01-45-5405 PARK ENGINEERING	.00	660.00	.00	(660.00)	.0
01-45-5500 CAPITAL OUTLAY	37,922.74	114,415.54	170,000.00	55,584.46	67.3
01-45-5700 MISC. EXPENSE	.00	233.27	2,500.00	2,266.73	9.3
TOTAL PARKS	133,653.55	466,982.11	902,204.00	435,221.89	51.8

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ENGINEERING</u>					
01-47-5001 SALARIES & WAGES	48,154.94	209,335.90	433,144.00	223,808.10	48.3
01-47-5050 CLEANING	787.78	4,726.68	8,500.00	3,773.32	55.6
01-47-5055 OVERTIME	.00	499.97	.00	(499.97)	.0
01-47-5060 PAYROLL TAXES	3,575.66	15,758.62	33,135.00	17,376.38	47.6
01-47-5065 WORKERS COMP	1,030.74	3,588.10	9,071.00	5,482.90	39.6
01-47-5066 HEALTH INSURANCE	5,293.38	20,491.61	44,587.00	24,095.39	46.0
01-47-5067 DEFERRED COMP	2,407.75	10,480.63	20,276.00	9,795.37	51.7
01-47-5068 MEDICAL SAVINGS	180.57	738.94	1,658.00	919.06	44.6
01-47-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	579.00	800.00	221.00	72.4
01-47-5200 OFFICE SUPPLIES	529.12	2,273.28	5,000.00	2,726.72	45.5
01-47-5201 COMPUTER/TECHNOLOGY	.00	2,808.52	8,000.00	5,191.48	35.1
01-47-5203 UNIFORMS	65.00	1,685.08	4,250.00	2,564.92	39.7
01-47-5210 OPERATING SUPPLIES	1,358.28	6,830.61	10,000.00	3,169.39	68.3
01-47-5212 FURNISHINGS	.00	190.56	1,000.00	809.44	19.1
01-47-5215 REPAIRS & MAINTENANCE	2,034.82	10,816.15	30,000.00	19,183.85	36.1
01-47-5216 REPAIR & MAINTENANCE--FLEET	42.46	179.38	5,000.00	4,820.62	3.6
01-47-5253 GAS & OIL	323.13	1,384.51	7,500.00	6,115.49	18.5
01-47-5300 TELEPHONE	380.04	1,358.85	2,880.00	1,521.15	47.2
01-47-5305 UTILITIES	1,718.58	8,053.39	20,000.00	11,946.61	40.3
01-47-5310 TRASH	184.96	1,728.76	2,000.00	271.24	86.4
01-47-5315 COPIER EXPENSES	156.46	849.57	2,000.00	1,150.43	42.5
01-47-5320 PROPERTY & LIABILITY INSURANCE	1,826.29	6,054.13	8,606.00	2,551.87	70.4
01-47-5330 TRAINING	17.75	63.60	5,000.00	4,936.40	1.3
01-47-5331 DUES & SUBSCRIPTIONS	.00	38.75	800.00	761.25	4.8
01-47-5399 OTHER PROFESSIONAL SERVICES	180.00	570.00	1,650.00	1,080.00	34.6
01-47-5405 ENGINEERING FEES	6,354.35	10,307.85	55,000.00	44,692.15	18.7
01-47-5491 VEHICLE LEASE EXPENSES	1,026.44	4,357.64	13,633.00	9,275.36	32.0
01-47-5599 CAPITAL OUTLAY--LEASES	.00	.00	54,533.00	54,533.00	.0
01-47-5700 MISC. EXPENSE	18.90	267.77	1,000.00	732.23	26.8
TOTAL ENGINEERING	77,647.40	326,017.85	789,023.00	463,005.15	41.3

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MUNICIPAL COURT</u>					
01-48-5001 SALARIES & WAGES	5,907.47	25,455.13	51,687.00	26,231.87	49.3
01-48-5040 JUDGE	3,000.00	9,400.00	21,000.00	11,600.00	44.8
01-48-5055 OVERTIME	.00	10.36	.00	(10.36)	.0
01-48-5060 PAYROLL TAXES	449.02	1,938.69	3,954.00	2,015.31	49.0
01-48-5065 WORKERS COMP	6.95	29.96	84.00	54.04	35.7
01-48-5066 HEALTH INSURANCE	953.25	3,877.68	7,560.00	3,682.32	51.3
01-48-5067 DEFERRED COMP	127.50	552.50	1,122.00	569.50	49.2
01-48-5068 MEDICAL SAVINGS	40.59	162.36	384.00	221.64	42.3
01-48-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	500.00	500.00	.0
01-48-5201 COMPUTER/TECHNOLOGY	.00	.00	4,000.00	4,000.00	.0
01-48-5203 UNIFORMS	.00	110.77	200.00	89.23	55.4
01-48-5235 COURT COSTS	.00	.00	1,500.00	1,500.00	.0
01-48-5320 PROPERTY & LIABILITY INSURANCE	913.14	3,027.05	4,303.00	1,275.95	70.4
01-48-5330 TRAINING	72.84	72.84	1,000.00	927.16	7.3
01-48-5331 DUES & MEMBERSHIPS	.00	50.00	100.00	50.00	50.0
01-48-5399 OTHER PROFESSIONAL SERVICES	167.30	1,510.50	2,200.00	689.50	68.7
01-48-5455 PROSECUTING ATTORNEY	1,000.00	7,150.00	18,000.00	10,850.00	39.7
01-48-5456 PUBLIC DEFENDER	.00	.00	10,000.00	10,000.00	.0
01-48-5700 MISC. EXPENSE	122.72	326.14	1,000.00	673.86	32.6
TOTAL MUNICIPAL COURT	12,760.78	53,673.98	128,594.00	74,920.02	41.7

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMUNITY ENGAGEMENT</u>					
01-49-5001 SALARIES & WAGES	27,687.64	116,805.14	272,760.00	155,954.86	42.8
01-49-5055 OVERTIME	238.98	238.98	5,000.00	4,761.02	4.8
01-49-5060 PAYROLL TAXES	2,128.85	8,929.34	21,249.00	12,319.66	42.0
01-49-5065 WORKERS COMP	429.82	1,786.16	2,194.00	407.84	81.4
01-49-5066 HEALTH INSURANCE	2,372.31	9,728.22	17,807.00	8,078.78	54.6
01-49-5067 DEFERRED COMP	707.69	2,994.78	8,198.00	5,203.22	36.5
01-49-5068 MEDICAL SAVINGS	149.97	599.88	1,179.00	579.12	50.9
01-49-5075 EMPLOYMENT/RECRUITMENT EXPENSE	349.87	859.75	1,500.00	640.25	57.3
01-49-5160 MERCHANDISE FOR RESALE	1,510.94	1,510.94	8,000.00	6,489.06	18.9
01-49-5201 COMPUTER/TECHNOLOGY	2,600.00	2,600.00	5,000.00	2,400.00	52.0
01-49-5202 PRINTING EXPENSE	.00	4,736.64	15,000.00	10,263.36	31.6
01-49-5203 UNIFORMS	207.76	765.51	1,500.00	734.49	51.0
01-49-5205 POSTAGE	.00	1,894.36	1,500.00	(394.36)	126.3
01-49-5212 FURNISHINGS	.00	.00	4,000.00	4,000.00	.0
01-49-5216 FLEET R&M	1.00	1.00	2,000.00	1,999.00	.1
01-49-5220 TOWN DECORATIONS	.00	3,298.10	10,000.00	6,701.90	33.0
01-49-5236 COMMUNITY ENGAGEMENT	262.67	7,612.91	10,000.00	2,387.09	76.1
01-49-5253 GAS & OIL	50.60	194.28	1,200.00	1,005.72	16.2
01-49-5260 RECREATION PROGRAMS	1,070.04	22,095.63	52,000.00	29,904.37	42.5
01-49-5261 COMMUNITY DAY	24,599.10	42,682.48	55,000.00	12,317.52	77.6
01-49-5262 TOWN EVENTS	22,621.23	48,921.95	89,000.00	40,078.05	55.0
01-49-5265 SENIOR EVENTS	319.26	6,224.20	15,500.00	9,275.80	40.2
01-49-5300 TELEPHONE	232.01	776.05	1,080.00	303.95	71.9
01-49-5320 GENERAL LIABILITY INSURANCE	1,826.29	5,964.85	8,956.00	2,991.15	66.6
01-49-5330 TRAINING	1,876.96	6,355.82	10,000.00	3,644.18	63.6
01-49-5331 DUES/MEMBERSHIPS	515.00	8,727.13	9,000.00	272.87	97.0
01-49-5349 WELLNESS PROGRAM	2,246.15	7,771.33	25,000.00	17,228.67	31.1
01-49-5399 OTHER PROFESSIONAL SERVICES	167.30	13,673.60	35,700.00	22,026.40	38.3
01-49-5401 CONSULTANTS	.00	6,059.00	50,000.00	43,941.00	12.1
01-49-5421 ECONOMIC DEVELOPMENT PROGRAMS	.00	1,122.99	40,000.00	38,877.01	2.8
01-49-5500 CAPITAL OUTLAY--WAYFINDING	.00	.00	25,000.00	25,000.00	.0
01-49-5560 CAPITAL OUTLAY--SFTWR UPGRADES	.00	7,156.59	40,000.00	32,843.41	17.9
01-49-5700 MISC. EXPENSE	410.64	907.48	2,000.00	1,092.52	45.4
TOTAL COMMUNITY ENGAGEMENT	94,582.08	342,995.09	846,323.00	503,327.91	40.5
<u>NON-DEPARTMENTAL</u>					
01-90-5500 CAPITAL OUTLAY	.00	.00	50,000.00	50,000.00	.0
01-90-5804 TRANSFER TO STREET IMPVT FD	93,750.00	187,500.00	375,000.00	187,500.00	50.0
01-90-5805 TRANSFER TO CAPITAL IMPROVEMEN	531,885.50	1,063,771.00	2,495,312.00	1,431,541.00	42.6
01-90-8151 SPECIAL PROJECTS	.00	.00	100,000.00	100,000.00	.0
01-90-8155 ARPA BROADBAND	.00	.00	148,932.00	148,932.00	.0
TOTAL NON-DEPARTMENTAL	625,635.50	1,251,271.00	3,169,244.00	1,917,973.00	39.5
TOTAL FUND EXPENDITURES	1,611,909.56	5,168,991.52	11,427,544.00	6,258,552.48	45.2

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	(937,640.34)	875,165.64	(422,309.00)	(1,297,474.64)	207.2

TOWN OF MEAD
BALANCE SHEET
JUNE 30, 2024

STREET IMPROVEMENT FUND

ASSETS

04-01-0100	COMBINED CASH	2,566,687.71	
04-01-1301	A/R - GENERAL	374,750.99	
	TOTAL ASSETS		2,941,438.70

LIABILITIES AND EQUITY

LIABILITIES

04-02-2000	ACCOUNTS PAYABLE	16,919.49	
04-02-2005	RETAINAGE PAYABLE	11,284.36	
04-02-2300	457(B) DEFERRED COMP PAYABLE	881.56	
04-02-2301	SALARIES & WAGES PAYABLE	10,444.49	
04-02-2310	EMPLOYEE HEALTH INS. PAYABLE	39,053.05	
04-02-2400	FED. WITHHOLDING TAX PAYABLE	1,166.11	
04-02-2401	SOCIAL SECURITY TAX PAYABLE	1,670.77	
04-02-2402	MEDICARE TAX PAYABLE	390.75	
04-02-2403	STATE WITHHOLDING TAX PAYABLE	1,583.00	
04-02-2404	STATE UNEMPLOYMENT TAX PAYABLE	185.90	
	TOTAL LIABILITIES		83,579.48

FUND EQUITY

04-02-3001	FUND BALANCE	1,981,738.14	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	876,121.08	
	BALANCE - CURRENT DATE	876,121.08	
	TOTAL FUND EQUITY		2,857,859.22
	TOTAL LIABILITIES AND EQUITY		2,941,438.70

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2024

STREET IMPROVEMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>TAXES</u>					
04-10-4005	HIGHWAY USERS TAX	25,397.46	144,046.92	242,317.00	98,270.08	59.5
04-10-4010	SALES TAX	120,932.14	907,251.62	2,269,172.00	1,361,920.38	40.0
04-10-4015	ROAD & BRIDGE TAX	60,638.84	60,638.84	70,000.00	9,361.16	86.6
04-10-4025	M.V. REGISTRATION	2,123.11	13,153.52	26,000.00	12,846.48	50.6
04-10-4030	BUILDING USE TAX	5,562.08	132,401.03	222,937.00	90,535.97	59.4
	TOTAL TAXES	214,653.63	1,257,491.93	2,830,426.00	1,572,934.07	44.4
	<u>FEES AND PERMITS</u>					
04-11-4102	RIGHT-OF-WAY PERMITS	600.00	81,788.50	63,165.00	(18,623.50)	129.5
	TOTAL FEES AND PERMITS	600.00	81,788.50	63,165.00	(18,623.50)	129.5
	<u>TRANSFERS IN</u>					
04-16-4601	TRANSFER FROM GF	93,750.00	187,500.00	375,000.00	187,500.00	50.0
	TOTAL TRANSFERS IN	93,750.00	187,500.00	375,000.00	187,500.00	50.0
	<u>MISCELLANEOUS</u>					
04-18-4619	INTEREST INCOME	9,730.19	52,880.88	.00	(52,880.88)	.0
	TOTAL MISCELLANEOUS	9,730.19	52,880.88	.00	(52,880.88)	.0
	TOTAL FUND REVENUE	318,733.82	1,579,661.31	3,268,591.00	1,688,929.69	48.3

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2024

STREET IMPROVEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STREETS</u>					
04-44-5001 SALARIES & WAGES	56,895.85	203,087.29	461,521.00	258,433.71	44.0
04-44-5055 OVERTIME	814.63	1,605.27	10,000.00	8,394.73	16.1
04-44-5060 PAYROLL TAXES	4,332.79	15,300.87	36,071.00	20,770.13	42.4
04-44-5065 WORKERS COMPENSATION	2,973.87	10,864.65	21,313.00	10,448.35	51.0
04-44-5066 HEALTH INSURANCE	9,290.21	30,849.07	45,134.00	14,284.93	68.4
04-44-5067 DEFERRED COMP	1,804.99	5,850.02	10,331.00	4,480.98	56.6
04-44-5068 MEDICAL SAVINGS	133.74	549.54	715.00	165.46	76.9
04-44-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	1,500.00	1,500.00	.0
04-44-5201 COMPUTER/TECHNOLOGY	2,054.75	14,797.33	22,000.00	7,202.67	67.3
04-44-5202 PRINTING EXPENSE	.00	.00	15,000.00	15,000.00	.0
04-44-5203 UNIFORMS	.00	5,102.22	5,720.00	617.78	89.2
04-44-5210 OPERATING SUPPLIES	.00	49.97	2,500.00	2,450.03	2.0
04-44-5215 REPAIRS & MAINTENANCE--STREETS	20,661.82	20,738.14	250,000.00	229,261.86	8.3
04-44-5216 REPAIR & MAINT.--FLEET	551.01	8,970.23	40,000.00	31,029.77	22.4
04-44-5217 REPAIR & MAINTENANCE--BRIDGES	5,794.11	185,834.91	.00	(185,834.91)	.0
04-44-5250 ASPHALT/STREET PATCHING	.00	4,392.00	2,300,000.00	2,295,608.00	.2
04-44-5252 STREET SIGNS & MARKERS	565.38	8,359.23	10,000.00	1,640.77	83.6
04-44-5253 GAS & OIL	1,170.51	3,019.35	25,000.00	21,980.65	12.1
04-44-5254 TOOLS	3,182.15	17,355.66	25,000.00	7,644.34	69.4
04-44-5255 SAFETY EQUIPMENT	307.62	3,064.15	3,500.00	435.85	87.6
04-44-5300 TELEPHONE	511.19	1,452.23	3,500.00	2,047.77	41.5
04-44-5305 UTILITIES	6,265.85	18,010.06	35,000.00	16,989.94	51.5
04-44-5310 TRASH DISPOSAL	.00	.00	1,000.00	1,000.00	.0
04-44-5320 PROPERTY & LIABILITY INSURANCE	6,848.58	22,702.97	32,271.00	9,568.03	70.4
04-44-5330 TRAINING	1,195.87	4,609.83	13,500.00	8,890.17	34.2
04-44-5331 DUES & MEMBERSHIPS	.00	2,067.00	1,500.00	(567.00)	137.8
04-44-5360 STREET SWEEPING	.00	15,768.00	40,000.00	24,232.00	39.4
04-44-5361 DUST CONTROL	11,750.93	11,750.93	45,000.00	33,249.07	26.1
04-44-5362 GRAVEL	.00	.00	20,000.00	20,000.00	.0
04-44-5363 WEED CONTROL	.00	.00	5,000.00	5,000.00	.0
04-44-5364 SNOW REMOVAL	.00	3,180.71	100,000.00	96,819.29	3.2
04-44-5365 REPAIR & MAINTENANCE--SEALCOAT	.00	.00	150,000.00	150,000.00	.0
04-44-5366 REPAIR & MAINTENANCE--DRAINAGE	.00	.00	20,000.00	20,000.00	.0
04-44-5367 STREET STRIPING	.00	.00	150,000.00	150,000.00	.0
04-44-5369 EQUIPMENT RENTAL	7.65	33,192.67	170,000.00	136,807.33	19.5
04-44-5391 MATERIALS TESTING	.00	.00	40,000.00	40,000.00	.0
04-44-5405 ENGINEERING FEES	2,488.00	14,043.62	200,000.00	185,956.38	7.0
04-44-5491 VEHICLE LEASE EXPENSES	9,773.79	31,359.33	118,180.00	86,820.67	26.5
04-44-5500 CAPITAL OUTLAY	.00	4,342.07	69,000.00	64,657.93	6.3
04-44-5501 CAPITAL OUTLAY-GRADER SHED	.00	1,270.91	50,000.00	48,729.09	2.5
04-44-5720 CONTINGENCY	.00	.00	100,000.00	100,000.00	.0
04-44-8151 SPECIAL PROJECTS	.00	.00	50,000.00	50,000.00	.0
TOTAL STREETS	149,375.29	703,540.23	4,699,256.00	3,995,715.77	15.0
TOTAL FUND EXPENDITURES	149,375.29	703,540.23	4,699,256.00	3,995,715.77	15.0
NET REVENUE OVER EXPENDITURES	169,358.53	876,121.08	(1,430,665.00)	(2,306,786.08)	61.2

TOWN OF MEAD
BALANCE SHEET
JUNE 30, 2024

CONSERVATION TRUST FUND

ASSETS

05-01-0100	CASH IN COMMON - CTF	157,975.78	
	TOTAL ASSETS		157,975.78

LIABILITIES AND EQUITY

FUND EQUITY

05-02-3001	FUND BALANCE	112,855.53	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	45,120.25	
	BALANCE - CURRENT DATE	45,120.25	
	TOTAL FUND EQUITY		157,975.78
	TOTAL LIABILITIES AND EQUITY		157,975.78

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2024

CONSERVATION TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>LOTTERY REVENUE</u>					
05-17-4630	LOTTERY REVENUE	19,950.78	41,874.93	65,000.00	23,125.07	64.4
	TOTAL LOTTERY REVENUE	19,950.78	41,874.93	65,000.00	23,125.07	64.4
	<u>MISCELLANEOUS REVENUE</u>					
05-18-4619	INTEREST & DIVIDEND INCOME	598.38	3,245.32	1,000.00	(2,245.32)	324.5
	TOTAL MISCELLANEOUS REVENUE	598.38	3,245.32	1,000.00	(2,245.32)	324.5
	TOTAL FUND REVENUE	20,549.16	45,120.25	66,000.00	20,879.75	68.4
	<u>PARKS</u>					
05-45-5212	FURNISHINGS	.00	.00	30,000.00	30,000.00	.0
	TOTAL PARKS	.00	.00	30,000.00	30,000.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	30,000.00	30,000.00	.0
	NET REVENUE OVER EXPENDITURES	20,549.16	45,120.25	36,000.00	(9,120.25)	125.3

TOWN OF MEAD
BALANCE SHEET
JUNE 30, 2024

SEWER FUND

ASSETS

06-01-0100	COMBINED CASH	1,608,626.48	
06-01-1305	ACCUM DEPRECIATION - PLANT & E	(3,882,320.56)	
06-01-1306	A/R-UTILITY BILLING	118,686.82	
06-01-1501	LAND	294,834.95	
06-01-1502	LAND IMPROV.	322,159.37	
06-01-1503	SEWER COLLECTION SYSTEM	1,792,246.08	
06-01-1504	BUILDINGS	281,750.60	
06-01-1506	MACH. & EQUIP.	179,757.28	
06-01-1507	WASTEWATER TREATMENT PLANT	7,402,156.31	
TOTAL ASSETS			8,117,897.33

LIABILITIES AND EQUITY

LIABILITIES

06-02-2000	ACCOUNTS PAYABLE	6,460.27	
06-02-2200	LOAN PAYABLE CWRPDA--LT	1,309,402.88	
06-02-2201	LOAN PAYABLE CWRPDA--CURRENT	82,296.05	
06-02-2300	EMPLOYEE PENSION PAYABLE	755.27	
06-02-2301	SALARY WAGES PAYABLE	5,019.29	
06-02-2310	EMPLOYEE HEALTH INS. PAYABLE	(1,060.79)	
06-02-2314	401(A) CONTRIBUTIONS PAYABLE	116.16	
06-02-2400	FED. WITHHOLDING TAX PAYABLE	705.09	
06-02-2401	SOCIAL SECURITY TAX PAYABLE	851.41	
06-02-2402	MEDICARE TAX PAYABLE	199.12	
06-02-2403	STATE WITHHOLDING TAX PAYABLE	800.00	
06-02-2404	STATE UNEMPLOYMENT TAX PAYABLE	92.43	
06-02-2500	ACC'D COMPENSATED ABS--CURRENT	1,386.13	
06-02-2501	ACCR'D COMPENSATED ABSENCES-LT	12,475.17	
06-02-2502	ACCRUED INT PAYABLE--CWRPDA	20,237.62	
06-02-2601	BOND PREMIUM--UNAMORTIZED	46,230.00	
TOTAL LIABILITIES			1,485,966.10

FUND EQUITY

06-02-3001	FUND BALANCE	5,887,822.74	
UNAPPROPRIATED FUND BALANCE:			
06-02-3010	CONTRIBUTIONS FROM DEVELOPERS	15,000.00	
06-02-3020	CONTRIBUTIONS SEWER TAPS	425,400.00	
	REVENUE OVER EXPENDITURES - YTD	303,708.49	
BALANCE - CURRENT DATE		744,108.49	
TOTAL FUND EQUITY			6,631,931.23
TOTAL LIABILITIES AND EQUITY			8,117,897.33

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2024

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CHARGES FOR SERVICES</u>					
06-11-4150 SEWER USER FEES	87,788.32	496,242.62	981,690.00	485,447.38	50.6
06-11-4152 RATERINK LIFT STA. SURCHARGE	1,200.00	6,361.20	12,444.00	6,082.80	51.1
06-11-4160 SEWER LATE/NSF FEES	1,300.00	7,910.00	15,124.00	7,214.00	52.3
06-11-4165 SEWER TAP FEES	6,791.00	126,341.00	277,307.00	150,966.00	45.6
TOTAL CHARGES FOR SERVICES	97,079.32	636,854.82	1,286,565.00	649,710.18	49.5
<u>MISCELLANEOUS REVENUE</u>					
06-18-4619 INTEREST & DIVIDEND INCOME	6,094.35	36,309.80	75,667.00	39,357.20	48.0
TOTAL MISCELLANEOUS REVENUE	6,094.35	36,309.80	75,667.00	39,357.20	48.0
TOTAL FUND REVENUE	103,173.67	673,164.62	1,362,232.00	689,067.38	49.4
<u>ADMINISTRATION</u>					
06-40-5001 SALARIES & WAGES	20,948.43	91,217.94	188,268.00	97,050.06	48.5
06-40-5055 OVERTIME	96.51	463.41	.00	(463.41)	.0
06-40-5060 PAYROLL TAXES	1,606.93	7,021.18	14,403.00	7,381.82	48.8
06-40-5065 WORKERS COMP	420.26	1,874.40	3,469.00	1,594.60	54.0
06-40-5066 HEALTH INSURANCE	2,785.67	11,650.13	22,523.00	10,872.87	51.7
06-40-5067 DEFERRED COMP/RETIREMENT	1,118.10	4,698.95	9,019.00	4,320.05	52.1
06-40-5068 MEDICAL SAVINGS	90.57	398.74	696.00	297.26	57.3
06-40-5201 COMPUTER / TECHNOLOGY	.00	.00	5,000.00	5,000.00	.0
06-40-5205 POSTAGE	421.46	2,075.20	5,500.00	3,424.80	37.7
06-40-5254 UNIFORMS	.00	.00	2,270.00	2,270.00	.0
06-40-5300 TELEPHONE	131.01	473.07	720.00	246.93	65.7
06-40-5320 GENERAL LIABILITY INSURANCE	2,282.86	7,567.66	10,757.00	3,189.34	70.4
06-40-5331 DUES AND MEMBERSHIP	.00	1,050.00	1,200.00	150.00	87.5
06-40-5399 OTHER PROFESSIONAL SERVICES	585.55	5,285.25	7,700.00	2,414.75	68.6
06-40-5400 LEGAL FEES	991.33	4,880.48	13,628.00	8,747.52	35.8
06-40-5401 CONSULTING FEES	804.06	5,987.63	16,208.00	10,220.37	36.9
06-40-5405 ENGINEERING FEES	885.60	12,645.40	30,000.00	17,354.60	42.2
06-40-5410 PLANNING/CONSULTANTS	213.96	1,062.27	2,040.00	977.73	52.1
06-40-5415 AUDIT FEES	.00	.00	7,977.00	7,977.00	.0
06-40-5460 ADMINISTRATIVE OVERHEAD	.00	.00	8,942.00	8,942.00	.0
06-40-5701 BANK FEES	665.87	3,142.66	6,082.00	2,939.34	51.7
06-40-5705 MILEAGE	100.00	300.00	1,000.00	700.00	30.0
TOTAL ADMINISTRATION	34,148.17	161,794.37	357,402.00	195,607.63	45.3

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2024

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS</u>					
06-47-5210 OPERATING SUPPLIES	.00	.00	1,000.00	1,000.00	.0
06-47-5215 REPAIRS & MAINT	.00	26,787.79	92,500.00	65,712.21	29.0
06-47-5216 REPAIRS & MAINT GRIT CLASSIFIE	.00	.00	10,000.00	10,000.00	.0
06-47-5227 CHEMICALS	.00	538.20	750.00	211.80	71.8
06-47-5231 SLUDGE DISPOSAL	6,257.46	39,723.12	85,000.00	45,276.88	46.7
06-47-5248 SEWER LINE REPAIRS	.00	.00	15,000.00	15,000.00	.0
06-47-5253 GAS & OIL	189.13	908.59	6,000.00	5,091.41	15.1
06-47-5305 UTILITIES	4,423.91	25,688.08	70,000.00	44,311.92	36.7
06-47-5306 UTILITIES--RATERINK	60.15	358.20	.00	(358.20)	.0
06-47-5310 TRASH	132.74	753.91	1,500.00	746.09	50.3
06-47-5348 PEST CONTROL	.00	1,263.60	.00	(1,263.60)	.0
06-47-5363 WEED CONTROL	799.95	799.95	1,000.00	200.05	80.0
06-47-5390 SEWER MAINT. CONTRACT	.00	31,018.76	95,000.00	63,981.24	32.7
06-47-5391 SEWER TESTING	.00	3,515.42	6,500.00	2,984.58	54.1
06-47-5392 LINE LOCATOR	650.16	2,631.60	4,000.00	1,368.40	65.8
06-47-5393 STATE DISCHARGE PERMIT	.00	.00	3,500.00	3,500.00	.0
06-47-5394 SEWER LINE FLUSHING	.00	.00	100,000.00	100,000.00	.0
06-47-5396 R&M--RATERINK LIFT STATION	1,071.00	5,787.59	20,000.00	14,212.41	28.9
06-47-5503 CAPITAL OUTLAY--COAT CHANNELS	.00	.00	30,000.00	30,000.00	.0
06-47-5554 CAPITAL OUTLAY--CO/ORP PROBES	.00	.00	250,000.00	250,000.00	.0
06-47-5556 CAPITAL OUTLAY--CIPP	.00	.00	150,000.00	150,000.00	.0
06-47-5558 CAPITAL OUTLAY-BLOWER REPLACE	(114.08)	2,809.69	130,000.00	127,190.31	2.2
06-47-5559 CAPITAL OUTLAY-CHEMICAL PHOSOP	.00	.00	125,000.00	125,000.00	.0
06-47-5720 CONTINGENCIES	.00	.00	50,000.00	50,000.00	.0
TOTAL OPERATIONS	13,470.42	142,584.50	1,246,750.00	1,104,165.50	11.4
<u>DEBT SERVICE</u>					
06-98-9801 2007 CWRPDA LOAN--PRINCIPAL	.00	40,792.11	82,296.00	41,503.89	49.6
06-98-9802 2007 CWRPDA LOAN--INTEREST	.00	24,285.15	47,858.00	23,572.85	50.7
TOTAL DEBT SERVICE	.00	65,077.26	130,154.00	65,076.74	50.0
TOTAL FUND EXPENDITURES	47,618.59	369,456.13	1,734,306.00	1,364,849.87	21.3
NET REVENUE OVER EXPENDITURES	55,555.08	303,708.49	(372,074.00)	(675,782.49)	81.6

TOWN OF MEAD
BALANCE SHEET
JUNE 30, 2024

POLICE FUND

ASSETS

08-01-0100	CASH IN COMMON - POLICE	124,728.94	
	TOTAL ASSETS		124,728.94

LIABILITIES AND EQUITY

FUND EQUITY

08-02-3001	FUND BALANCE	158,445.15	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	(33,716.21)	
	BALANCE - CURRENT DATE	(33,716.21)	
	TOTAL FUND EQUITY		124,728.94
	TOTAL LIABILITIES AND EQUITY		124,728.94

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2024

POLICE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>FEEES AND PERMITS</u>					
08-11-4165	IMPACT FEES	1,165.00	27,308.67	113,079.00	85,770.33	24.2
	TOTAL FEEES AND PERMITS	1,165.00	27,308.67	113,079.00	85,770.33	24.2
	<u>MISCELLANEOUS</u>					
08-18-4619	INTEREST & DIVIDEND INCOME	472.44	3,414.00	10,808.00	7,394.00	31.6
	TOTAL MISCELLANEOUS	472.44	3,414.00	10,808.00	7,394.00	31.6
	TOTAL FUND REVENUE	1,637.44	30,722.67	123,887.00	93,164.33	24.8
	<u>POLICE</u>					
08-42-5491	VEHICLE LEASE EXPENSES	17,922.05	55,471.85	80,724.00	25,252.15	68.7
08-42-5511	CAPITAL OUTLAY--BLDGS & IMPVTS	.00	8,967.03	35,000.00	26,032.97	25.6
	TOTAL POLICE	17,922.05	64,438.88	115,724.00	51,285.12	55.7
	TOTAL FUND EXPENDITURES	17,922.05	64,438.88	115,724.00	51,285.12	55.7
	NET REVENUE OVER EXPENDITURES	(16,284.61)	(33,716.21)	8,163.00	41,879.21	(413.0)

TOWN OF MEAD
BALANCE SHEET
JUNE 30, 2024

MUNICIPAL FACILITIES FUND

ASSETS

09-01-0100	COMBINED CASH	4,439,903.75	
	TOTAL ASSETS		4,439,903.75

LIABILITIES AND EQUITY

LIABILITIES

09-02-2000	ACCOUNTS PAYABLE	3,332.50	
09-02-2005	RETAINAGE PAYABLE	30,955.49	
	TOTAL LIABILITIES		34,287.99

FUND EQUITY

09-02-3003	FUND BALANCE-MUNICIPAL	3,808,620.83	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	596,994.93	
	BALANCE - CURRENT DATE	596,994.93	
	TOTAL FUND EQUITY		4,405,615.76
	TOTAL LIABILITIES AND EQUITY		4,439,903.75

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2024

MUNICIPAL FACILITIES FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>FEES</u>					
09-11-4165	IMPACT FEES	9,992.00	234,812.00	919,812.00	685,000.00	25.5
	TOTAL FEES	9,992.00	234,812.00	919,812.00	685,000.00	25.5
	<u>GRANTS</u>					
09-15-4527	CNTY EMERGENCY MANAGEMENT GR	.00	.00	40,000.00	40,000.00	.0
09-15-4546	DOLA EIAF GRANT-COMMUNITY CENT	.00	.00	1,500,000.00	1,500,000.00	.0
	TOTAL GRANTS	.00	.00	1,540,000.00	1,540,000.00	.0
	<u>TRANSFERS IN</u>					
09-16-4819	TRF FR CAPITAL IMPRVT FUND	625,000.00	1,250,000.00	2,500,000.00	1,250,000.00	50.0
	TOTAL TRANSFERS IN	625,000.00	1,250,000.00	2,500,000.00	1,250,000.00	50.0
	<u>MISCELLANEOUS REVENUE</u>					
09-18-4619	INTEREST & DIVIDEND INCOME	16,817.32	103,772.89	204,965.00	101,192.11	50.6
	TOTAL MISCELLANEOUS REVENUE	16,817.32	103,772.89	204,965.00	101,192.11	50.6
	TOTAL FUND REVENUE	651,809.32	1,588,584.89	5,164,777.00	3,576,192.11	30.8
	<u>ADMINISTRATION</u>					
09-40-5500	CAPITAL OUTLAY	.00	.00	25,000.00	25,000.00	.0
09-40-5511	CAPITAL OUTLAY--BLDGS & IMPVTS	.00	.00	200,000.00	200,000.00	.0
09-40-5720	CONTINGENCIES	.00	.00	30,000.00	30,000.00	.0
	TOTAL ADMINISTRATION	.00	.00	255,000.00	255,000.00	.0
	<u>STREETS</u>					
09-44-5602	LEASE PURCH PRIN--2021 TRUCK 2	.00	40,689.18	40,690.00	.82	100.0
09-44-5603	LEASE PURCH INT--2021 TRUCK 2	.00	2,554.00	2,554.00	.00	100.0
09-44-5604	2021 LEASE PURCH PRIN--TRUCK 1	.00	.00	41,947.00	41,947.00	.0
09-44-5605	2021 LEASE PURCH INT--TRUCK 1	.00	.00	1,296.00	1,296.00	.0
	TOTAL STREETS	.00	43,243.18	86,487.00	43,243.82	50.0

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2024

MUNICIPAL FACILITIES FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>PARKS</u>					
09-45-5491	VEHICLE LEASE EXPENSES	5,877.07	33,178.04	63,602.00	30,423.96	52.2
	TOTAL PARKS	5,877.07	33,178.04	63,602.00	30,423.96	52.2
	<u>COMMUNITY ENGAGEMENT</u>					
09-49-5491	VEHICLE LEASE EXPENSES	934.30	5,605.80	12,333.00	6,727.20	45.5
	TOTAL COMMUNITY ENGAGEMENT	934.30	5,605.80	12,333.00	6,727.20	45.5
	<u>EXPENDITURES</u>					
09-50-5500	CAPITAL OUTLAY--BOARD/CT ROOM	.00	11,715.50	.00	(11,715.50)	.0
	TOTAL EXPENDITURES	.00	11,715.50	.00	(11,715.50)	.0
	<u>OTHER CAPITAL OUTLAY</u>					
09-51-5500	CAPITAL OUTLAY	638,200.80	897,847.44	7,675,000.00	6,777,152.56	11.7
	TOTAL OTHER CAPITAL OUTLAY	638,200.80	897,847.44	7,675,000.00	6,777,152.56	11.7
	TOTAL FUND EXPENDITURES	645,012.17	991,589.96	8,092,422.00	7,100,832.04	12.3
	NET REVENUE OVER EXPENDITURES	6,797.15	596,994.93	(2,927,645.00)	(3,524,639.93)	20.4

TOWN OF MEAD
BALANCE SHEET
JUNE 30, 2024

TRANSPORTATION FUND

ASSETS

14-01-0100	COMBINED CASH	6,202,508.72	
	TOTAL ASSETS		6,202,508.72

LIABILITIES AND EQUITY

LIABILITIES

14-02-2000	ACCOUNTS PAYABLE	63,154.84	
	TOTAL LIABILITIES		63,154.84

FUND EQUITY

14-02-3001	FUND BALANCE	6,677,018.11	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	(537,664.23)	
	BALANCE - CURRENT DATE	(537,664.23)	
	TOTAL FUND EQUITY		6,139,353.88
	TOTAL LIABILITIES AND EQUITY		6,202,508.72

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2024

TRANSPORTATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>FEES</u>					
14-11-4165	IMPACT FEES	13,828.00	324,958.00	1,422,154.00	1,097,196.00	22.9
	TOTAL FEES	13,828.00	324,958.00	1,422,154.00	1,097,196.00	22.9
	<u>GRANTS</u>					
14-15-4570	CDOT GRANT--SAFE ROUTES TO SCH	.00	3,806.40	324,000.00	320,193.60	1.2
14-15-4571	CDOT GRANT--UNDERPASS	.00	.00	2,000,000.00	2,000,000.00	.0
14-15-4572	CDOT GRANT--CR 5 BRIDGE	.00	.00	160,000.00	160,000.00	.0
14-15-4575	CML GRANT--CR 34 BRIDGE	.00	.00	60,317.00	60,317.00	.0
14-15-4580	FEDERAL GRANT--3RD & WELKER	.00	.00	1,900,000.00	1,900,000.00	.0
14-15-4585	ENERGY COLO--EV CHARGING GRANT	.00	.00	12,500.00	12,500.00	.0
	TOTAL GRANTS	.00	3,806.40	4,456,817.00	4,453,010.60	.1
	<u>MISCELLANEOUS REVENUE</u>					
14-18-4581	FEDERAL GRANT--CARAVEO	.00	.00	1,000,000.00	1,000,000.00	.0
14-18-4582	FEDERAL GRANT--DOT UNDERPASS	.00	.00	1,360,000.00	1,360,000.00	.0
14-18-4619	INTEREST & DIVIDEND INCOME	23,493.65	151,853.23	.00	(151,853.23)	.0
14-18-4620	MISC. INCOME	.00	12,965.00	.00	(12,965.00)	.0
	TOTAL MISCELLANEOUS REVENUE	23,493.65	164,818.23	2,360,000.00	2,195,181.77	7.0
	<u>OTHER SOURCES</u>					
14-19-4941	P.I.L.O.CONSTRUCTION	.00	.00	400,000.00	400,000.00	.0
	TOTAL OTHER SOURCES	.00	.00	400,000.00	400,000.00	.0
	TOTAL FUND REVENUE	37,321.65	493,582.63	8,638,971.00	8,145,388.37	5.7

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2024

TRANSPORTATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
14-40-5405 ENGINEERING FEES	.00	346.50	.00	(346.50)	.0
14-40-5500 CAPITAL OUTLAY--WELKER/3RD	4,137.04	787,710.70	4,800,000.00	4,012,289.30	16.4
14-40-5501 CAPITAL OUTLAY--SAFE RTE STOSCH	19,241.09	39,509.94	600,000.00	560,490.06	6.6
14-40-5558 CAPITAL OUTLAY--3RD ST. IMPVTS	.00	(2,250.00)	.00	2,250.00	.0
14-40-5562 CAPITAL OUTLAY-Y BRIDGE DESIGN	40,991.25	114,856.14	175,000.00	60,143.86	65.6
14-40-5563 CAPITAL OUTLAY-CR 5 BRIDGE	.00	.00	200,000.00	200,000.00	.0
14-40-5565 CAPITAL OUTLAY-SH66/CR7 UNDER	3,575.50	54,658.00	4,700,000.00	4,645,342.00	1.2
14-40-5566 CAPITAL -SH 66/CR7-INTERSECTION	.00	2,750.00	200,000.00	197,250.00	1.4
14-40-5567 CAPITAL OUTLAY-NORTH CREEK	.00	15,115.50	.00	(15,115.50)	.0
14-40-5568 CAPITAL OUTLAY-ALLEY IMPTS	.00	.00	1,250,000.00	1,250,000.00	.0
14-40-5569 CAPITAL OUTLAY-INT CR 38 & I	.00	3,500.00	200,000.00	196,500.00	1.8
14-40-5570 CAPITAL OUTLAY-EV CHARGING ST	.00	15,050.08	40,000.00	24,949.92	37.6
14-40-5592 SEGMENT 5 I-25 ENHANCEMENTS	.00	.00	1,000,000.00	1,000,000.00	.0
14-40-5720 CONTINGENCIES	.00	.00	600,000.00	600,000.00	.0
TOTAL EXPENDITURES	67,944.88	1,031,246.86	13,765,000.00	12,733,753.14	7.5
TOTAL FUND EXPENDITURES	67,944.88	1,031,246.86	13,765,000.00	12,733,753.14	7.5
NET REVENUE OVER EXPENDITURES	(30,623.23)	(537,664.23)	(5,126,029.00)	(4,588,364.77)	(10.5)

TOWN OF MEAD
BALANCE SHEET
JUNE 30, 2024

PARKS & OPEN SPACE

ASSETS

18-01-0100	CASH IN COMMON - PARKS & OPEN	553,921.65	
	TOTAL ASSETS		553,921.65

LIABILITIES AND EQUITY

FUND EQUITY

18-02-3001	FUND BALANCE	442,615.51	
18-02-3005	FUND BALANCE - OPEN SPACE	17,690.50	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	93,615.64	
	BALANCE - CURRENT DATE	93,615.64	
	TOTAL FUND EQUITY		553,921.65
	TOTAL LIABILITIES AND EQUITY		553,921.65

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2024

PARKS & OPEN SPACE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>FEEES</u>					
18-11-4165	IMPACT FEES	6,164.00	144,854.00	493,158.00	348,304.00	29.4
	TOTAL FEES	6,164.00	144,854.00	493,158.00	348,304.00	29.4
	<u>MISCELLANEOUS REVENUE</u>					
18-18-4528	GRANTS FOR TRAILS MASTER PLAN	.00	.00	100,000.00	100,000.00	.0
18-18-4619	INTEREST & DIVIDEND INCOME	2,098.13	13,380.00	27,973.00	14,593.00	47.8
18-18-4622	DONATIONS/FUNDRAISING	.00	54,000.00	.00	(54,000.00)	.0
	TOTAL MISCELLANEOUS REVENUE	2,098.13	67,380.00	127,973.00	60,593.00	52.7
	TOTAL FUND REVENUE	8,262.13	212,234.00	621,131.00	408,897.00	34.2
	<u>ADMINISTRATION</u>					
18-40-5347	CONTRIBUTION TO WELD COUNTY	.00	.00	100,000.00	100,000.00	.0
18-40-5410	PLANNING/CONSULTANTS	.00	.00	325,000.00	325,000.00	.0
	TOTAL ADMINISTRATION	.00	.00	425,000.00	425,000.00	.0
	<u>PARKS</u>					
18-45-5500	CAPITAL OUTLAY--LIBERTY RANCH	.00	5,293.42	350,000.00	344,706.58	1.5
	TOTAL PARKS	.00	5,293.42	350,000.00	344,706.58	1.5
	<u>DEPARTMENT 49</u>					
18-49-5500	CAPITAL OUTLAY	.00	62,200.00	51,100.00	(11,100.00)	121.7
	TOTAL DEPARTMENT 49	.00	62,200.00	51,100.00	(11,100.00)	121.7
	<u>CAPITAL PROJECTS</u>					
18-52-5500	CAPITAL OUTLAY	.00	15,964.00	.00	(15,964.00)	.0
18-52-5501	CAPITAL OUTLAY--GOLD STAR	.00	35,160.94	350,000.00	314,839.06	10.1
18-52-5502	CAPITAL OUTLAY--RESURF TEN CTS	.00	.00	100,000.00	100,000.00	.0
18-52-5503	CAPITAL OUTLAY--ELECTRICITY	.00	.00	15,000.00	15,000.00	.0
	TOTAL CAPITAL PROJECTS	.00	51,124.94	465,000.00	413,875.06	11.0

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2024

	PARKS & OPEN SPACE				
	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	.00	118,618.36	1,291,100.00	1,172,481.64	9.2
NET REVENUE OVER EXPENDITURES	8,262.13	93,615.64	(669,969.00)	(763,584.64)	14.0

TOWN OF MEAD
BALANCE SHEET
JUNE 30, 2024

CAPITAL IMPROVEMENT FUND

ASSETS

19-01-0100	COMBINED CASH	3,899,890.81	
	TOTAL ASSETS		3,899,890.81

LIABILITIES AND EQUITY

FUND EQUITY

19-02-3001	FUND BALANCE	3,988,381.82	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	(88,491.01)	
	BALANCE - CURRENT DATE	(88,491.01)	
	TOTAL FUND EQUITY		3,899,890.81
	TOTAL LIABILITIES AND EQUITY		3,899,890.81

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2024

CAPITAL IMPROVEMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>TRANSFERS IN</u>					
19-16-4615	TRANSFER IN FROM GENERAL	531,885.50	1,063,771.00	2,495,312.00	1,431,541.00	42.6
	TOTAL TRANSFERS IN	531,885.50	1,063,771.00	2,495,312.00	1,431,541.00	42.6
	<u>MISCELLANEOUS REVENUE</u>					
19-18-4619	INTEREST & DIVIDEND INCOME	14,771.87	97,737.99	46,899.00	(50,838.99)	208.4
	TOTAL MISCELLANEOUS REVENUE	14,771.87	97,737.99	46,899.00	(50,838.99)	208.4
	TOTAL FUND REVENUE	546,657.37	1,161,508.99	2,542,211.00	1,380,702.01	45.7
	<u>OTHER CAPITAL OUTLAY</u>					
19-46-5909	TRANSFER TO MUNI FACIL FUND	625,000.00	1,250,000.00	2,500,000.00	1,250,000.00	50.0
	TOTAL OTHER CAPITAL OUTLAY	625,000.00	1,250,000.00	2,500,000.00	1,250,000.00	50.0
	TOTAL FUND EXPENDITURES	625,000.00	1,250,000.00	2,500,000.00	1,250,000.00	50.0
	NET REVENUE OVER EXPENDITURES	(78,342.63)	(88,491.01)	42,211.00	130,702.01	(209.6)

TOWN OF MEAD
BALANCE SHEET
JUNE 30, 2024

MEAD URBAN RENEWAL AUTHORITY

ASSETS

20-01-0100	COMBINED CASH	4,877,445.24	
20-01-1301	A/R - MURA	210.53	
	TOTAL ASSETS		4,877,655.77

LIABILITIES AND EQUITY

LIABILITIES

20-02-2000	ACCOUNTS PAYABLE	3,563.11	
20-02-2300	EMPLOYEE PENSION PAYABLE	902.37	
20-02-2301	SALARY WAGES PAYABLE	5,965.38	
20-02-2310	EMPLOYEE HEALTH INS. PAYABLE	(1,329.45)	
20-02-2314	401(A) CONTRIBUTIONS PAYABLE	580.82	
20-02-2400	FED. WITHHOLDING TAX PAYABLE	1,133.63	
20-02-2401	SOCIAL SECURITY TAX PAYABLE	1,072.32	
20-02-2402	MEDICARE TAX PAYABLE	250.76	
20-02-2403	STATE WITHHOLDING TAX PAYABLE	1,053.02	
20-02-2404	STATE UNEMPLOYMENT TAX PAYABLE	118.89	
	TOTAL LIABILITIES		13,310.85

FUND EQUITY

20-02-3001	FUND BALANCE	3,333,630.48	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	1,530,714.44	
	BALANCE - CURRENT DATE	1,530,714.44	
	TOTAL FUND EQUITY		4,864,344.92
	TOTAL LIABILITIES AND EQUITY		4,877,655.77

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2024

MEAD URBAN RENEWAL AUTHORITY

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>TAXES</u>					
20-10-4050	TAX INCREMENT REVENUE (TIF)	253,226.33	3,227,846.22	3,980,644.00	752,797.78	81.1
	TOTAL TAXES	253,226.33	3,227,846.22	3,980,644.00	752,797.78	81.1
	<u>FEES</u>					
20-11-4110	ADMINISTRATIVE FEE	.00	.00	20,237.00	20,237.00	.0
	TOTAL FEES	.00	.00	20,237.00	20,237.00	.0
	<u>MISCELLANEOUS REVENUE</u>					
20-18-4619	INTEREST & DIVIDEND INCOME	18,475.20	101,095.75	229,413.00	128,317.25	44.1
	TOTAL MISCELLANEOUS REVENUE	18,475.20	101,095.75	229,413.00	128,317.25	44.1
	TOTAL FUND REVENUE	271,701.53	3,328,941.97	4,230,294.00	901,352.03	78.7
	<u>ADMINISTRATION</u>					
20-40-5001	SALARIES & WAGES	26,186.80	119,235.75	241,344.00	122,108.25	49.4
20-40-5055	OVERTIME	38.41	38.41	.00	(38.41)	.0
20-40-5060	PAYROLL TAXES	2,009.97	9,148.20	18,463.00	9,314.80	49.6
20-40-5065	WORKERS COMP	282.93	1,291.26	1,857.00	565.74	69.5
20-40-5066	HEALTH INSURANCE	3,243.11	12,945.20	23,248.00	10,302.80	55.7
20-40-5067	DEFERRED COMP/RETIREMENT	1,613.17	6,970.25	14,574.00	7,603.75	47.8
20-40-5068	MEDICAL SAVINGS	85.98	343.92	672.00	328.08	51.2
20-40-5100	TIF REVENUE SHARING	1,585,258.87	1,585,258.87	2,284,837.00	699,578.13	69.4
20-40-5300	TELEPHONE	97.00	291.00	600.00	309.00	48.5
20-40-5320	GENERAL LIABILITY INSURANCE	913.14	3,027.05	4,303.00	1,275.95	70.4
20-40-5340	PUBLISHED NOTICES	.00	.00	100.00	100.00	.0
20-40-5400	LEGAL FEES	1,322.25	4,068.23	40,000.00	35,931.77	10.2
20-40-5401	CONSULTING FEES	775.96	5,727.77	15,229.00	9,501.23	37.6
20-40-5415	AUDIT FEES	.00	.00	2,659.00	2,659.00	.0
20-40-5425	COUNTY TREASURER'S FEE	3,798.30	42,695.23	59,710.00	17,014.77	71.5
20-40-5427	TIF ADVANCE	.00	5,686.39	1,100,000.00	1,094,313.61	.5
20-40-5460	ADMINISTRATIVE OVERHEAD	.00	.00	8,912.00	8,912.00	.0
20-40-5500	CAPITAL OUTLAY	.00	.00	100,000.00	100,000.00	.0
20-40-5700	MISC. EXPENSE	.00	.00	1,000.00	1,000.00	.0
20-40-5705	MILEAGE	500.00	1,500.00	3,000.00	1,500.00	50.0
20-40-5999	OTHER PROJECTS	.00	.00	1,000,000.00	1,000,000.00	.0
	TOTAL ADMINISTRATION	1,626,125.89	1,798,227.53	4,920,508.00	3,122,280.47	36.6

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2024

MEAD URBAN RENEWAL AUTHORITY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	1,626,125.89	1,798,227.53	4,920,508.00	3,122,280.47	36.6
NET REVENUE OVER EXPENDITURES	(1,354,424.36)	1,530,714.44	(690,214.00)	(2,220,928.44)	221.8

TOWN OF MEAD
BALANCE SHEET
JUNE 30, 2024

ELEVATION 25 GEN'L IMPVT DIST.

ASSETS

30-01-0100	COMBINED CASH	10,254.77	
	TOTAL ASSETS		10,254.77

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
REVENUE OVER EXPENDITURES - YTD	10,254.77		
BALANCE - CURRENT DATE		10,254.77	
TOTAL FUND EQUITY			10,254.77
TOTAL LIABILITIES AND EQUITY			10,254.77

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2024

ELEVATION 25 GEN'L IMPVT DIST.

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>TAXES</u>					
30-10-4050	PROPERTY TAX	29.62	10,408.66	10,253.00	(155.66)	101.5
	TOTAL TAXES	29.62	10,408.66	10,253.00	(155.66)	101.5
	<u>MISCELLANEOUS</u>					
30-18-4619	INTEREST & DIVIDEND INCOME	.00	.00	231.00	231.00	.0
	TOTAL MISCELLANEOUS	.00	.00	231.00	231.00	.0
	TOTAL FUND REVENUE	29.62	10,408.66	10,484.00	75.34	99.3
	<u>ADMINISTRATION</u>					
30-40-5425	COUNTY TREASURER'S FEE	.00	153.89	30.00	(123.89)	513.0
30-40-5460	ADMINISTRATIVE OVERHEAD	.00	.00	4,101.00	4,101.00	.0
	TOTAL ADMINISTRATION	.00	153.89	4,131.00	3,977.11	3.7
	<u>STREETS</u>					
30-44-5215	REPAIRS & MAINTENANCE	.00	.00	6,037.00	6,037.00	.0
	TOTAL STREETS	.00	.00	6,037.00	6,037.00	.0
	TOTAL FUND EXPENDITURES	.00	153.89	10,168.00	10,014.11	1.5
	NET REVENUE OVER EXPENDITURES	29.62	10,254.77	316.00	(9,938.77)	3245.2

Report Criteria:

Report type: GL detail

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
07/24	07/12/2024	38376	DGO ACCESS	97016	01-47-5215	PW Gate Repair	1,664.55- V
Total 38376:							1,664.55-
07/24	07/12/2024	38529	DGO ACCESS	97016	01-47-5215	PW Gate Repair	1,664.55
Total 38529:							1,664.55
07/24	07/29/2024	38532	A-1 Natural Arbor Care	1341	01-45-5371	Black Locust removal @ Town Park	3,400.00
Total 38532:							3,400.00
07/24	07/29/2024	38533	ADAMSON POLICE PRODUCTS	415229CM	01-42-5254	Uniform - Credit	76.50-
07/24	07/29/2024	38533	ADAMSON POLICE PRODUCTS	INV416685	01-42-5254	Uniform	79.20
07/24	07/29/2024	38533	ADAMSON POLICE PRODUCTS	INV417475	01-42-5254	Uniforms	18.00
Total 38533:							20.70
07/24	07/29/2024	38534	AGFINITY	2166357 6/3	01-49-5262	Q29711 - event ice	4.98
07/24	07/29/2024	38534	AGFINITY	2166357 6/3	01-49-5262	Q29734 - Batteries	10.37
Total 38534:							15.35
07/24	07/29/2024	38535	Alerus	101235	01-40-5068	FSA Administration	200.00
Total 38535:							200.00
07/24	07/29/2024	38536	Amazon Capital Services Inc	19KC-Q631-	01-43-5201	Video Cable	33.98
07/24	07/29/2024	38536	Amazon Capital Services Inc	19KC-Q631-	01-40-5210	Video Cable	16.99
07/24	07/29/2024	38536	Amazon Capital Services Inc	19KC-Q631-	01-40-5200	Supplies	63.74
07/24	07/29/2024	38536	Amazon Capital Services Inc	1GD1-NRNQ	01-42-5210	Supplies	33.45
07/24	07/29/2024	38536	Amazon Capital Services Inc	1K6J-DMR4-	01-42-5201	Laptop/Tablet	1,191.10
07/24	07/29/2024	38536	Amazon Capital Services Inc	1KTC-CWW	01-42-5210	Operating Supplies - Thumb drive	59.49
07/24	07/29/2024	38536	Amazon Capital Services Inc	1MN3-YQJX-	01-49-5260	Youth Program	44.07
07/24	07/29/2024	38536	Amazon Capital Services Inc	1NFM-3MR7-	01-49-5349	Refund from Inv. 1RV9-3LT6-6RVC	147.95-
07/24	07/29/2024	38536	Amazon Capital Services Inc	1NH6-Y1VV-	01-49-5349	Refund from Inv. 1RV9-3LT6-6RVC	147.95-
07/24	07/29/2024	38536	Amazon Capital Services Inc	1PG7-DJLY-	01-42-5200	Office Supplies - Binders	49.08
07/24	07/29/2024	38536	Amazon Capital Services Inc	1PWQ-YMF4	01-42-5200	Office Supplies - sylus	62.98
07/24	07/29/2024	38536	Amazon Capital Services Inc	1TLT-6F1D-1	01-42-5210	Office Supplies	21.95
07/24	07/29/2024	38536	Amazon Capital Services Inc	1VRG-KHMC	01-42-5210	Supplies	11.39
07/24	07/29/2024	38536	Amazon Capital Services Inc	1XJ7-FDH6-	01-49-5349	Refund from Inv. 1RV9-3LT6-6RVC	147.95-
07/24	07/29/2024	38536	Amazon Capital Services Inc	1XKC-9YLP-	01-42-5200	Office Supplies - Batteries	47.64
Total 38536:							1,192.01
07/24	07/29/2024	38537	Ausmus Law Firm PC	8897	01-48-5455	Municipal Prosecutor	1,000.00
Total 38537:							1,000.00
07/24	07/29/2024	38538	Barricade Holdings LLC	65162437-00	04-44-5252	Signs	223.00
Total 38538:							223.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
07/24	07/29/2024	38539	Batteries Plus	P73716765	01-40-5215	TH Restrooms	6.49
Total 38539:							6.49
07/24	07/29/2024	38540	Bedrock LLC	103741	01-45-5215	Playground engineered woodchips	5,434.00
Total 38540:							5,434.00
07/24	07/29/2024	38541	BERTHOUD ACE HARDWARE	118148/1	01-45-5210	cooler	239.98
07/24	07/29/2024	38541	BERTHOUD ACE HARDWARE	118148/1	04-44-5210	cooler	169.99
Total 38541:							409.97
07/24	07/29/2024	38542	BK Tire	39097	01-42-5216	Repair & Main PD9	175.55
Total 38542:							175.55
07/24	07/29/2024	38543	Bluebeam Inc	1982789	01-47-5331	Software Renewal -ER's Computer	330.00
Total 38543:							330.00
07/24	07/29/2024	38544	Brian Smith	080124 - SMI	01-42-5330	Per Diem Meals - Cannon City Conf	231.00
Total 38544:							231.00
07/24	07/29/2024	38545	Burnt Mountain Services LLC	4566	04-44-5215	Concrete R&M project	70,271.18
07/24	07/29/2024	38545	Burnt Mountain Services LLC	4566	04-02-2005	Concrete R&M project - Retainage	3,513.56-
Total 38545:							66,757.62
07/24	07/29/2024	38546	CASELLE	134123	01-40-5399	Support and Maintenance - 8/2024	752.85
07/24	07/29/2024	38546	CASELLE	134123	01-48-5399	Support and Maintenance - 8/2024	167.30
07/24	07/29/2024	38546	CASELLE	134123	01-49-5399	Support and Maintenance - 8/2024	167.30
07/24	07/29/2024	38546	CASELLE	134123	06-40-5399	Support and Maintenance - 8/2024	585.55
Total 38546:							1,673.00
07/24	07/29/2024	38547	CO AUTO LGMTFRD LLC	80118026/1	01-42-5216	R&M - VIN07144	2,030.53
07/24	07/29/2024	38547	CO AUTO LGMTFRD LLC	80119034/1	04-44-5216	VIN53451 - PW02	292.80
Total 38547:							2,323.33
07/24	07/29/2024	38548	COLLEEN WHITLOW	07222024 - J	01-41-5700	Mieage	1,043.19
07/24	07/29/2024	38548	COLLEEN WHITLOW	07222024 - J	01-41-5330	Meals	108.00
Total 38548:							1,151.19
07/24	07/29/2024	38549	CPS HR Consulting	0013638	01-40-5401	HR Consultation	5,713.24
07/24	07/29/2024	38549	CPS HR Consulting	0013638	06-40-5401	HR Consultation	284.29
07/24	07/29/2024	38549	CPS HR Consulting	0013638	20-40-5401	HR Consultation	223.33
Total 38549:							6,220.86
07/24	07/29/2024	38550	Denali Water Solutions LLC	INV845528	06-47-5231	Sludge Disposal	910.00
07/24	07/29/2024	38550	Denali Water Solutions LLC	INV848555	06-47-5231	Sludge Disposal	1,823.64
07/24	07/29/2024	38550	Denali Water Solutions LLC	INV855526	06-47-5231	Sludge Disposal	911.40

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 38550:							3,645.04
07/24	07/29/2024	38551	DRAKE PEARSON	043024 - PE	04-44-5331	DOT Physical	95.00
Total 38551:							95.00
07/24	07/29/2024	38552	DRCOG	025872	01-40-5331	Membership	2,300.00
Total 38552:							2,300.00
07/24	07/29/2024	38553	DYNAMIC DESIGNS PRINTING,	55122	01-49-5260	Rec Program	100.00
07/24	07/29/2024	38553	DYNAMIC DESIGNS PRINTING,	55179	01-49-5202	Easement Print	1,728.15
Total 38553:							1,828.15
07/24	07/29/2024	38554	Essenza Architecture	2206-15	09-51-5500	Comm Ctr	11,645.00
Total 38554:							11,645.00
07/24	07/29/2024	38555	Etico Solutions, Inc.	2024-MEAD	01-42-5330	Mgmt Training	500.00
Total 38555:							500.00
07/24	07/29/2024	38556	FASTENAL	COLON1085	04-44-5252	Delineators	20.99
07/24	07/29/2024	38556	FASTENAL	COLON1085	01-47-5210	Parts/Supplies	8.86
Total 38556:							29.85
07/24	07/29/2024	38557	Firestone Ace Hardware	541506/2	01-47-5215	Grader Shed - repair	8.99
Total 38557:							8.99
07/24	07/29/2024	38558	Fit For You Mead	1068	01-49-5265	Sr Exercise - June	203.00
Total 38558:							203.00
07/24	07/29/2024	38559	Fox Tuttle Transportation Group	19021-63A	01-02-2615	19021 Mead On-Call (AMK - 326)	990.00
07/24	07/29/2024	38559	Fox Tuttle Transportation Group	19021-64A	01-02-2615	19021 - Liberty Ranch Filing #3	1,100.00
Total 38559:							2,090.00
07/24	07/29/2024	38560	FRONT RANGE PORTABLE RES	1310	01-45-5210	Liberty Ranch	157.50
07/24	07/29/2024	38560	FRONT RANGE PORTABLE RES	1311	01-49-5262	Town Events	350.00
Total 38560:							507.50
07/24	07/29/2024	38561	FRONTIER SELF STORAGE	07222024 - F	01-40-5700	Storage	100.00
Total 38561:							100.00
07/24	07/29/2024	38562	GRC Consulting Inc	16142	04-44-5360	Street Sweeping	3,942.00
Total 38562:							3,942.00
07/24	07/29/2024	38563	GREELEY LOCK AND KEY	0000031056	01-40-5210	Fobs -2 10 packs	188.00

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 38563:							188.00
07/24	07/29/2024	38564	Green Hills Sod Farm, Inc	77159	01-45-5215	Main Park - sod replacement for fallen tre	125.00
Total 38564:							125.00
07/24	07/29/2024	38565	GREEN MILL SPORTSMAN CLU	141	01-42-5330	Training	150.00
Total 38565:							150.00
07/24	07/29/2024	38566	HIGH PLAINS LIBRARY DIST.	2023 REFUN	20-40-5100	2023 TIF Refund - July	11,726.98
Total 38566:							11,726.98
07/24	07/29/2024	38567	IDEAL FENCING CORP	19152	04-44-5215	Claim PC6023186 - Guardrail damage d	12,965.00
Total 38567:							12,965.00
07/24	07/29/2024	38568	Imprints Fort Collins	E33738	01-40-5203	Uniforms	218.54
07/24	07/29/2024	38568	Imprints Fort Collins	E33738	01-41-5700	Uniforms	427.16
Total 38568:							645.70
07/24	07/29/2024	38569	INT'L INSTITUTE OF MUNICIPAL	07222024 - I	01-41-5331	IIMC Membership	185.00
Total 38569:							185.00
07/24	07/29/2024	38570	Johnston Enterprises Inc	500018709	01-45-5215	Solar at Mead Ponds	124.95
07/24	07/29/2024	38570	Johnston Enterprises Inc	500018846	04-44-5216	Fuel Cell & Cores	121.90
Total 38570:							246.85
07/24	07/29/2024	38571	JVA INCORPORATED	17340	06-40-5405	TOM General Eng Sewer - June	2,403.00
07/24	07/29/2024	38571	JVA INCORPORATED	17377	09-51-5500	Community Center	40.50
07/24	07/29/2024	38571	JVA INCORPORATED	17378	01-02-2615	QuikTrip (294)	180.00
07/24	07/29/2024	38571	JVA INCORPORATED	17379	01-02-2615	Grand Meadow #1 (341)	180.00
07/24	07/29/2024	38571	JVA INCORPORATED	17380	01-02-2615	Sugar Beet Solar (323)	90.00
07/24	07/29/2024	38571	JVA INCORPORATED	17381	01-02-2615	Club Car Wash (329)	90.00
07/24	07/29/2024	38571	JVA INCORPORATED	17382	01-47-5405	Schell Farm Drainage - Analysis	13,628.00
07/24	07/29/2024	38571	JVA INCORPORATED	17384	01-02-2615	Golpher Gulch (239)	696.00
07/24	07/29/2024	38571	JVA INCORPORATED	17402	01-02-2615	Municipal Facilities (346)	450.00
07/24	07/29/2024	38571	JVA INCORPORATED	17405	01-02-2615	Red Barn Comm Center (298)	90.00
07/24	07/29/2024	38571	JVA INCORPORATED	17635	01-02-2615	CR 9.5 CD's (Postle)	2,928.00
Total 38571:							20,775.50
07/24	07/29/2024	38572	Kimball Midwest	102333559	01-47-5210	Supplies	252.80
Total 38572:							252.80
07/24	07/29/2024	38573	L.G. EVERIST, INC.	704868	04-44-5362	CR7 & CR28 Road Base	20,000.00
07/24	07/29/2024	38573	L.G. EVERIST, INC.	704868	04-44-5720	CR7 & CR28 Road Base	5,277.84
Total 38573:							25,277.84

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
07/24	07/29/2024	38574	LONGMONT AREA CHAMBER O	42584	01-41-5841	Unity Event	450.00
Total 38574:							450.00
07/24	07/29/2024	38575	Longs Peak Hospital	2055426547	01-42-5350	203100717 - Emerg Sane Exam - Cabot,	999.47
Total 38575:							999.47
07/24	07/29/2024	38576	LONGS PEAK WATER DISTRICT	5200605.01 -	01-45-5305	Libert Ranch Irrigation	2,461.76
Total 38576:							2,461.76
07/24	07/29/2024	38577	MAC EQUIPMENT INC	480687	01-45-5216	R&M	126.82
07/24	07/29/2024	38577	MAC EQUIPMENT INC	480689	01-45-5216	R&M	4.62
07/24	07/29/2024	38577	MAC EQUIPMENT INC	481701	01-45-5216	R&M	26.26
07/24	07/29/2024	38577	MAC EQUIPMENT INC	481705	01-45-5216	R&M	42.00
07/24	07/29/2024	38577	MAC EQUIPMENT INC	482412	01-45-5216	Blades - R&M	63.98
07/24	07/29/2024	38577	MAC EQUIPMENT INC	482672	01-45-5216	Tires for Ventrac	283.30
07/24	07/29/2024	38577	MAC EQUIPMENT INC	482694	01-45-5216	Ventrac - Mount Time	31.69
Total 38577:							578.67
07/24	07/29/2024	38578	MAIN STREET MAT COMPANY	229590	01-40-5210	Mat svcs	69.36
07/24	07/29/2024	38578	MAIN STREET MAT COMPANY	229595	01-47-5210	Mat svcs	103.03
07/24	07/29/2024	38578	MAIN STREET MAT COMPANY	231729	01-40-5210	Mat svcs	69.36
07/24	07/29/2024	38578	MAIN STREET MAT COMPANY	231730	01-42-5210	Mat svcs	67.33
07/24	07/29/2024	38578	MAIN STREET MAT COMPANY	231736	01-47-5210	Mat svcs	103.03
Total 38578:							412.11
07/24	07/29/2024	38579	MARY STRUTT	07222024 - A	01-40-5705	Mileage	369.17
07/24	07/29/2024	38579	MARY STRUTT	07222024 - A	01-41-5330	Meals	512.00
07/24	07/29/2024	38579	MARY STRUTT	07222024 - A	01-41-5841	Coffee with Mayor	32.78
07/24	07/29/2024	38579	MARY STRUTT	07222024 - A	01-40-5700	Admin Prof Day	49.17
07/24	07/29/2024	38579	MARY STRUTT	07222024 - A	01-41-5841	Coffee with Mayor	32.78
07/24	07/29/2024	38579	MARY STRUTT	07222024 - A	01-41-5841	Coffee with Mayor	32.78
Total 38579:							1,028.68
07/24	07/29/2024	38580	MBI-Medicine for Business and In	879790	01-49-5075	Drugscreening - IB	38.52
07/24	07/29/2024	38580	MBI-Medicine for Business and In	883010	01-47-5075	Drug screening - DK	45.48
Total 38580:							84.00
07/24	07/29/2024	38581	Michael R Stogsdill	24-13	01-42-5330	Crash Data Retrieval Tech Reg - SH	450.00
Total 38581:							450.00
07/24	07/29/2024	38582	Michow Guckenberger McAskin L	June 2024 -	01-40-5400	Legal Services - Jun	17,575.00
07/24	07/29/2024	38582	Michow Guckenberger McAskin L	June 2024 -	06-40-5400	Legal Services - Jun	925.00
07/24	07/29/2024	38582	Michow Guckenberger McAskin L	Mead.Jun202	01-40-5400	Litigation (Schell Property)	1,287.50
07/24	07/29/2024	38582	Michow Guckenberger McAskin L	Mead.Jun202	01-40-5400	Litigation (3rd & Welker Intersection)	187.50
07/24	07/29/2024	38582	Michow Guckenberger McAskin L	Mead.Jun202	01-02-2615	Special Proj - WCR 9.5	1,732.50
07/24	07/29/2024	38582	Michow Guckenberger McAskin L	Mead.Jun202	01-02-2615	Sugar Beet Solar (323)	671.00
07/24	07/29/2024	38582	Michow Guckenberger McAskin L	Mead.Jun202	01-02-2615	AMK (326)	1,757.00
07/24	07/29/2024	38582	Michow Guckenberger McAskin L	Mead.Jun202	01-02-2615	QuikTrip (294)	1,154.00

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
07/24	07/29/2024	38582	Michow Guckenberger McAskin L	Mead.Jun202	01-02-2615	Range View (270)	439.00
07/24	07/29/2024	38582	Michow Guckenberger McAskin L	Mead.Jun202	01-02-2615	Tract B - Liberty Ranch (MVFPD/HPDL) (	870.00
07/24	07/29/2024	38582	Michow Guckenberger McAskin L	Mead.Jun202	01-02-2615	Club Carwash (329)	290.00
07/24	07/29/2024	38582	Michow Guckenberger McAskin L	Mead.Jun202	01-40-5400	Mileage/Cert Mail Reimbursement	99.50
07/24	07/29/2024	38582	Michow Guckenberger McAskin L	Mead.Jun202	06-40-5400	Mileage/Cert Mail Reimbursement	99.49
Total 38582:							27,087.49
07/24	07/29/2024	38583	Minuteman Press	12392	01-49-5202	Busines Cards - KN	63.54
Total 38583:							63.54
07/24	07/29/2024	38584	MJT Communications	14120	01-40-5401	Computer - Admin	1,160.00
07/24	07/29/2024	38584	MJT Communications	14120	06-40-5401	Computer - Sewer	145.00
07/24	07/29/2024	38584	MJT Communications	14120	20-40-5401	Computer - MURA	145.00
07/24	07/29/2024	38584	MJT Communications	14126	01-43-5201	Monitor - CM	459.36
07/24	07/29/2024	38584	MJT Communications	14129	01-49-5201	Computer B & M Spec	1,550.00
07/24	07/29/2024	38584	MJT Communications	14130	01-49-5201	Computer B & M Spec	88.00
Total 38584:							3,547.36
07/24	07/29/2024	38585	MVFPD	2023 REFUN	20-40-5100	2023 TIF Refund - July	29,807.29
Total 38585:							29,807.29
07/24	07/29/2024	38586	NeoTreks, Inc	03892	04-44-5331	Plow OPS/AVL Subscription	270.00
Total 38586:							270.00
07/24	07/29/2024	38587	NEXTRUST INC.	381816	06-40-5205	Sewer Bills	411.44
07/24	07/29/2024	38587	NEXTRUST INC.	381816	06-40-5410	Sewer Bills	205.12
Total 38587:							616.56
07/24	07/29/2024	38588	NORTHERN COLO WATER CON	2023 REFUN	20-40-5100	2023 TIF Refund - July	3,669.27
Total 38588:							3,669.27
07/24	07/29/2024	38589	OCCUPATIONAL HEALTH CENT	17516015	01-42-5075	eScreening - BR	900.00
Total 38589:							900.00
07/24	07/29/2024	38590	One Way Inc	338351	06-47-5310	D13927E	132.74
07/24	07/29/2024	38590	One Way Inc	338380	01-47-5310	D13927G	79.49
07/24	07/29/2024	38590	One Way Inc	338513	01-47-5310	D13927H	105.47
07/24	07/29/2024	38590	One Way Inc	338565	01-42-5310	D13927A	79.49
07/24	07/29/2024	38590	One Way Inc	338566	01-42-5310	D13927B	51.09
07/24	07/29/2024	38590	One Way Inc	338580	01-40-5310	D13927C	79.49
07/24	07/29/2024	38590	One Way Inc	338581	01-40-5310	D13927D	51.09
07/24	07/29/2024	38590	One Way Inc	338621	01-42-5310	D13927F	27.29
Total 38590:							606.15
07/24	07/29/2024	38591	Otak, Inc	0000624002	14-40-5565	SH66/CR7 PED Crossing	18,174.75
07/24	07/29/2024	38591	Otak, Inc	0000724001	14-40-5565	SH66/CR7 Ped Crossing	5,134.75

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 38591:							23,309.50
07/24	07/29/2024	38592	Paulette Dolin	37	01-49-5265	Fitness Class Instrucion	300.00
Total 38592:							300.00
07/24	07/29/2024	38593	PET PICK-UPS	33814	01-45-5210	Bare Bones Bags	1,205.32
Total 38593:							1,205.32
07/24	07/29/2024	38594	PINNACOL ASSURANCE	21757708	01-02-2312	WC - 7 of 9	13,033.00
07/24	07/29/2024	38594	PINNACOL ASSURANCE	21757708	01-49-5065	WC Ded - Claim #10232085 - NJ	645.19
07/24	07/29/2024	38594	PINNACOL ASSURANCE	21757708	01-42-5065	WC Ded - Claim #10232563 - AS	937.02
Total 38594:							14,615.21
07/24	07/29/2024	38595	Prairie Mountian Media	0000390224	01-49-5262	Acct #1121876 - G Sale Ads	556.20
07/24	07/29/2024	38595	Prairie Mountian Media	0000390225	01-41-5340	Acct #1051153 - Published Notices	306.14
07/24	07/29/2024	38595	Prairie Mountian Media	0000390225	01-02-2615	Acct #1051153 - AMK (326)	777.44
Total 38595:							1,639.78
07/24	07/29/2024	38596	Product Solutions LLC	19539	01-45-5370	Planting soil/Parks over seed sil	800.00
Total 38596:							800.00
07/24	07/29/2024	38597	Professional Management System	84947	01-40-5401	Finance - Admin	4,224.00
07/24	07/29/2024	38597	Professional Management System	84947	06-40-5401	Finance - Sewer	528.00
07/24	07/29/2024	38597	Professional Management System	84947	20-40-5401	Finance - MURA	528.00
07/24	07/29/2024	38597	Professional Management System	84947	01-40-5401	Finance - Admin excess	5,146.00
07/24	07/29/2024	38597	Professional Management System	84947	06-40-5401	Finance - Sewer excess	643.25
07/24	07/29/2024	38597	Professional Management System	84947	20-40-5401	Finance - MURA excess	643.25
Total 38597:							11,712.50
07/24	07/29/2024	38598	RAMEY ENVIRONMENTAL COM	27730	06-47-5215	Equipment	808.03
07/24	07/29/2024	38598	RAMEY ENVIRONMENTAL COM	27730	06-47-5391	Lab Services	144.00
07/24	07/29/2024	38598	RAMEY ENVIRONMENTAL COM	27756	06-47-5396	Raterink - June	336.30
07/24	07/29/2024	38598	RAMEY ENVIRONMENTAL COM	27781	06-47-5390	Wastewater svcs - June	6,065.79
07/24	07/29/2024	38598	RAMEY ENVIRONMENTAL COM	27781	06-47-5215	Equipment	167.95
07/24	07/29/2024	38598	RAMEY ENVIRONMENTAL COM	27781	06-47-5391	Lab Services	161.28
07/24	07/29/2024	38598	RAMEY ENVIRONMENTAL COM	27781	06-47-5215	Facility Operator	1,199.38
07/24	07/29/2024	38598	RAMEY ENVIRONMENTAL COM	27781	06-47-5215	Mileage	47.57
Total 38598:							8,930.30
07/24	07/29/2024	38599	Schaeffer Manufacturing Compan	DPS1001-IN	01-45-5216	Grease/Oil/Degreaser	365.88
07/24	07/29/2024	38599	Schaeffer Manufacturing Compan	DPS1001-IN	04-44-5216	Grease/Oil/Degreaser	365.88
Total 38599:							731.76
07/24	07/29/2024	38600	Slate Communications	3128	01-49-5401	Built for Mead	12,425.00
07/24	07/29/2024	38600	Slate Communications	3128	01-49-5401	PD Education	8,216.00

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 38600:							20,641.00
07/24	07/29/2024	38601	ST. VRAIN & LEFT HAND WATE	2023 REFUN	20-40-5100	2023 TIF Refund - July	5,158.99
Total 38601:							5,158.99
07/24	07/29/2024	38602	ST. VRAIN SANITATION DISTRIC	2023 REFUN	20-40-5100	2023 TIF Refund - July	377.35
Total 38602:							377.35
07/24	07/29/2024	38603	ST. VRAIN VALLEY SCHOOL DIS	2023 REFUN	20-40-5100	2023 TIF Refund - July	95,248.40
Total 38603:							95,248.40
07/24	07/29/2024	38604	Statewide Internet Portal Authority	9771	01-49-5560	PDF Remediation	18,552.44
Total 38604:							18,552.44
07/24	07/29/2024	38605	STERLING TALENT SOLUTIONS	9889224	01-49-5075	Background Checks - IB, CK	127.38
07/24	07/29/2024	38605	STERLING TALENT SOLUTIONS	9889224	01-47-5075	Background Checks - LR	65.26
07/24	07/29/2024	38605	STERLING TALENT SOLUTIONS	9889224	01-40-5700	Background Checks - SW - Peddler (EJ)	47.16
Total 38605:							239.80
07/24	07/29/2024	38606	TDS	0014762 - 06	01-42-5325	Internet - PD	132.45
Total 38606:							132.45
07/24	07/29/2024	38607	The Natl Assoc of Gov Archives &	3644	01-41-5331	Subscription	225.00
Total 38607:							225.00
07/24	07/29/2024	38608	TOWN OF MEAD	2023 REFUN	20-40-5100	2023 TIF Refund - July	21,138.65
Total 38608:							21,138.65
07/24	07/29/2024	38609	Tradesman Elevator	11714	01-40-5215	Elevator Maint - June	185.66
07/24	07/29/2024	38609	Tradesman Elevator	11793	01-40-5215	Elevator Maint - July	185.66
Total 38609:							371.32
07/24	07/29/2024	38610	Treble Clef Music Productions LL	NNO - TREB	01-49-5262	National Night Out Band - 8/6/24	2,000.00
Total 38610:							2,000.00
07/24	07/29/2024	38611	Tri-Tech Forensics Inc	01041542	01-42-5210	Blood Speciman Collection Kits	59.00
Total 38611:							59.00
07/24	07/29/2024	38612	University Auto Parts, Inc	294185	04-44-5216	Refund - Pd w Credit Card	168.00-
07/24	07/29/2024	38612	University Auto Parts, Inc	316213	04-44-5216	WTHSTRP ADH-BLK 5OZ	17.49
07/24	07/29/2024	38612	University Auto Parts, Inc	316545	04-44-5216	Various Parts	126.17
07/24	07/29/2024	38612	University Auto Parts, Inc	316704	01-45-5216	Ventrac	38.97
07/24	07/29/2024	38612	University Auto Parts, Inc	316809	04-44-5216	PW08	98.75
07/24	07/29/2024	38612	University Auto Parts, Inc	317583	04-44-5216	PW07	68.19

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 38612:							181.57
07/24	07/29/2024	38613	US Bank Voyager Fleet Systems	8694028342	01-42-5253	Acct #869402834 - Fuel	2,239.42
07/24	07/29/2024	38613	US Bank Voyager Fleet Systems	8694028342	01-43-5253	Acct #869402834 - Fuel	103.48
07/24	07/29/2024	38613	US Bank Voyager Fleet Systems	8694028342	04-44-5253	Acct #869402834 - Fuel	1,038.13
07/24	07/29/2024	38613	US Bank Voyager Fleet Systems	8694028342	01-45-5253	Acct #869402834 - Fuel	1,485.09
07/24	07/29/2024	38613	US Bank Voyager Fleet Systems	8694028342	01-47-5253	Acct #869402834 - Fuel	312.11
07/24	07/29/2024	38613	US Bank Voyager Fleet Systems	8694028342	01-49-5253	Acct #869402834 - Fuel	86.42
07/24	07/29/2024	38613	US Bank Voyager Fleet Systems	8694028342	06-47-5253	Acct #869402834 - Fuel	169.94
Total 38613:							5,434.59
07/24	07/29/2024	38614	Utility Notification Center of Color	224060946	06-47-5392	Line locates- June 2024	421.83
Total 38614:							421.83
07/24	07/29/2024	38615	VECTOR DISEASE CONTROL	PI-A0001464	01-45-5348	Pest Contol 3 of 5	4,548.48
Total 38615:							4,548.48
07/24	07/29/2024	38616	Voiance Language Services LLC	2024048314	01-42-5343	OPI Interpretation Svs - June	82.11
07/24	07/29/2024	38616	Voiance Language Services LLC	SLA0620241	01-42-5343	Svs Level Adj Credit - June	3.45-
Total 38616:							78.66
07/24	07/29/2024	38617	WELD COUNTY TREASURER	2023 REFUN	20-40-5100	2023 TIF Refund - July	22,059.63
Total 38617:							22,059.63
07/24	07/29/2024	38618	WHITE BEAR ANKELE TANAKA	35667	20-40-5400	MURA Legal	609.88
Total 38618:							609.88
07/24	07/29/2024	38619	Wickham Tractor Company	IE22421	04-44-5216	R.O.W. Mower	51.84
07/24	07/29/2024	38619	Wickham Tractor Company	IE22583	04-44-5216	KUB	21.80
Total 38619:							73.64
07/24	07/29/2024	38620	Wilson & Company Inc	127468	14-40-5501	SRTS - 3rd St Trail	11,168.06
07/24	07/29/2024	38620	Wilson & Company Inc	127469	01-02-2615	1601 CR 38 Interchange (336)	20,948.65
07/24	07/29/2024	38620	Wilson & Company Inc	127473	04-44-5405	Sekich Business Park	4,000.00
Total 38620:							36,116.71
07/24	07/18/2024	71824100	CENTURY LINK	0831-6/25/24	01-40-5300	TH Fax - 0831	72.78
07/24	07/18/2024	71824100	CENTURY LINK	4018-7/1/24	01-40-5300	Elevator Line - 4018	80.79
07/24	07/18/2024	71824100	CENTURY LINK	4770-6/25/24	01-42-5300	PD Fax - 4770	68.77
Total 71824100:							222.34
07/24	07/18/2024	71824101	HOME DEPOT CREDIT SERVIC	2769 06/21/2	04-44-5254	Power Washer Handle/Wand	103.34
07/24	07/18/2024	71824101	HOME DEPOT CREDIT SERVIC	2769 06/21/2	01-49-5220	Potting Soil/Pots/Flowers	135.76
07/24	07/18/2024	71824101	HOME DEPOT CREDIT SERVIC	2769 06/21/2	01-49-5220	Pots	79.94
07/24	07/18/2024	71824101	HOME DEPOT CREDIT SERVIC	2769 06/21/2	01-49-5220	Potting Mix	16.97
07/24	07/18/2024	71824101	HOME DEPOT CREDIT SERVIC	2769 06/21/2	01-49-5220	Flowers	63.86

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
07/24	07/18/2024	71824101	HOME DEPOT CREDIT SERVIC	2769 06/21/2	01-49-5260	Cornhole League - trash bags and can	59.94
07/24	07/18/2024	71824101	HOME DEPOT CREDIT SERVIC	2769 06/21/2	01-49-5260	Sod - Liberty Ranch Baseball	29.94
07/24	07/18/2024	71824101	HOME DEPOT CREDIT SERVIC	2769 06/21/2	01-47-5210	Supplies	113.96
Total 71824101:							603.71
07/24	07/18/2024	71824102	John Deere Financial	2927045	04-44-5491	Grader Lease	5,871.01
07/24	07/18/2024	71824102	John Deere Financial	2927854	04-44-5491	Wheel Loader Lease	3,223.46
Total 71824102:							9,094.47
07/24	07/18/2024	71824103	Loveland Pulse	303007777	01-47-5305	Internet - July	269.90
Total 71824103:							269.90
07/24	07/18/2024	71824104	UNITED POWER	12650701 7/	01-45-5305	Booster Pump Founders 6/2024	20.00
07/24	07/18/2024	71824104	UNITED POWER	12952800 7/	01-45-5305	Mead Ponds 6/2024	20.00
07/24	07/18/2024	71824104	UNITED POWER	14305100 7/	06-47-5305	WWTP 6/2024	4,166.20
07/24	07/18/2024	71824104	UNITED POWER	16836300 7/	01-45-5305	Park Sprinkler Liberty 6/2024	22.55
07/24	07/18/2024	71824104	UNITED POWER	16909300 7/	01-45-5305	Feather Ridge 6/2024	20.05
07/24	07/18/2024	71824104	UNITED POWER	17159100 7/	01-45-5305	Sprinkler Clock Dtn 6/2024	20.06
07/24	07/18/2024	71824104	UNITED POWER	17618300 7/	01-40-5305	Town Hall 6/2024	782.12
07/24	07/18/2024	71824104	UNITED POWER	17770000 7/	01-45-5305	Gazebo 6/2024	29.45
07/24	07/18/2024	71824104	UNITED POWER	18949400 7/	01-42-5305	535 4th PD 6/2024	390.53
07/24	07/18/2024	71824104	UNITED POWER	21881700 7/	01-47-5305	1341 CR 346/2024	620.12
07/24	07/18/2024	71824104	UNITED POWER	22092202 7/	06-47-5306	4133 CR 34 - Raterink 6/2024	60.62
07/24	07/18/2024	71824104	UNITED POWER	6753101 7/3/	01-45-5305	Irrig Sprinkler N Creek 6/2024	20.02
07/24	07/18/2024	71824104	UNITED POWER	7490500 7/3/	06-47-5305	Pump Lake Thomas 6/2024	50.21
07/24	07/18/2024	71824104	UNITED POWER	83701 7/3/24	01-42-5305	Shop 6/2024	125.15
07/24	07/18/2024	71824104	UNITED POWER	96302 7/3/24	06-47-5305	WWTP Lagoon 6/2024	40.94
Total 71824104:							6,388.02
07/24	07/18/2024	71824105	SAMSClub	4230 07/01/2	01-47-5200	Supplies	400.53
07/24	07/18/2024	71824105	SAMSClub	4230 07/01/2	01-40-5200	Supplies	206.08
07/24	07/18/2024	71824105	SAMSClub	4230 07/01/2	01-42-5200	Supplies	23.94
07/24	07/18/2024	71824105	SAMSClub	4230 07/01/2	01-41-5700	Supplies - BOT & Coffee w Mayor	88.47
Total 71824105:							719.02
07/24	07/22/2024	72224100	Enterprise FM Trust	FBN5077031	08-42-5491	608136 21 Ford Police - 23TPHZ	1,012.95
07/24	07/22/2024	72224100	Enterprise FM Trust	FBN5077031	09-45-5491	608136 21 Ford Ranger - 23VQXP	627.31
07/24	07/22/2024	72224100	Enterprise FM Trust	FBN5077031	09-45-5491	608136 22 Ford F-250 - 23WMJ2	855.83
07/24	07/22/2024	72224100	Enterprise FM Trust	FBN5077031	09-45-5491	608136 22 Ford F-350 - 23WQX4	1,201.11
07/24	07/22/2024	72224100	Enterprise FM Trust	FBN5077031	09-45-5491	608136 22 Ford F-250 - 23WQX9	899.60
07/24	07/22/2024	72224100	Enterprise FM Trust	FBN5077031	04-44-5491	608136 22 Ford Ranger - 25G6J7	679.32
07/24	07/22/2024	72224100	Enterprise FM Trust	FBN5077031	08-42-5491	608136 22 Ford Utility Interceptor - 25H	1,382.42
07/24	07/22/2024	72224100	Enterprise FM Trust	FBN5077031	08-42-5491	608136 22 Ford Utility Interceptor - 25HL	1,333.91
07/24	07/22/2024	72224100	Enterprise FM Trust	FBN5077031	01-43-5491	608136 22 Ford F-150 - 25HL9T	1,198.83
07/24	07/22/2024	72224100	Enterprise FM Trust	FBN5077031	09-45-5491	608136 22 Ford Escape - 25S5SM	648.09
07/24	07/22/2024	72224100	Enterprise FM Trust	FBN5077031	09-45-5491	608136 21 Ford Ranger - 26G3JG	743.56
07/24	07/22/2024	72224100	Enterprise FM Trust	FBN5077031	08-42-5491	608136 22 Ford Utility Interceptor - 26G	766.36
07/24	07/22/2024	72224100	Enterprise FM Trust	FBN5077031	09-49-5491	608136 23 Chev Silverado - 26MD7X	934.30
07/24	07/22/2024	72224100	Enterprise FM Trust	FBN5077031	01-42-5491	608136 23 Toyota Highlander - 26N9DS	1,279.43
07/24	07/22/2024	72224100	Enterprise FM Trust	FBN5077031	08-42-5491	60813623 Ford Interceptor277KHZ	1,042.29
07/24	07/22/2024	72224100	Enterprise FM Trust	FBN5077031	08-42-5491	60813623 Ford Interceptor277KPK	1,316.71

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
07/24	07/22/2024	72224100	Enterprise FM Trust	FBN5077031	08-42-5491	60813623 Ford Interceptor277KQJ	1,042.29
07/24	07/22/2024	72224100	Enterprise FM Trust	FBN5077031	01-47-5491	60813623 Chevy Silverado27PB84	1,026.44
07/24	07/22/2024	72224100	Enterprise FM Trust	FBN5077031	09-45-5491	60813624 Nissan Frontier27QCF6	901.57
Total 72224100:							18,892.32
07/24	07/29/2024	72924100	All Copy Products Inc	533563177	01-40-5315	Copier Lease	126.42
07/24	07/29/2024	72924100	All Copy Products Inc	533563177	01-42-5315	Copier Lease	93.52
Total 72924100:							219.94
07/24	07/29/2024	72924101	VERIZON WIRELESS	9968489406	06-40-5300	Wireless bill	40.01
07/24	07/29/2024	72924101	VERIZON WIRELESS	9968489406	04-44-5300	Wireless bill	67.34
07/24	07/29/2024	72924101	VERIZON WIRELESS	9968489406	01-49-5300	Wireless bill	40.01
07/24	07/29/2024	72924101	VERIZON WIRELESS	9968489406	01-47-5300	Wireless bill	160.04
07/24	07/29/2024	72924101	VERIZON WIRELESS	9968489406	01-43-5300	Wireless bill	111.48
07/24	07/29/2024	72924101	VERIZON WIRELESS	9968489406	01-41-5210	Wireless bill	51.46
07/24	07/29/2024	72924101	VERIZON WIRELESS	9968489406	01-40-5300	Wireless bill	40.01
07/24	07/29/2024	72924101	VERIZON WIRELESS	9968489407	01-42-5300	Wireless bill	1,208.70
Total 72924101:							1,719.05
Grand Totals:							598,272.15

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-02-2000	2,188.35	198,664.29-	196,475.94-
01-02-2312	13,033.00	.00	13,033.00
01-02-2615	35,433.59	.00	35,433.59
01-40-5068	200.00	.00	200.00
01-40-5200	269.82	.00	269.82
01-40-5203	218.54	.00	218.54
01-40-5210	343.71	.00	343.71
01-40-5215	377.81	.00	377.81
01-40-5300	193.58	.00	193.58
01-40-5305	782.12	.00	782.12
01-40-5310	130.58	.00	130.58
01-40-5315	126.42	.00	126.42
01-40-5331	2,300.00	.00	2,300.00
01-40-5399	752.85	.00	752.85
01-40-5400	19,149.50	.00	19,149.50
01-40-5401	16,243.24	.00	16,243.24
01-40-5700	196.33	.00	196.33
01-40-5705	369.17	.00	369.17
01-41-5210	51.46	.00	51.46
01-41-5330	620.00	.00	620.00
01-41-5331	410.00	.00	410.00
01-41-5340	306.14	.00	306.14
01-41-5700	1,558.82	.00	1,558.82
01-41-5841	548.34	.00	548.34
01-42-5065	937.02	.00	937.02
01-42-5075	900.00	.00	900.00

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
01-42-5200	183.64	.00	183.64
01-42-5201	1,191.10	.00	1,191.10
01-42-5210	252.61	.00	252.61
01-42-5216	2,206.08	.00	2,206.08
01-42-5253	2,239.42	.00	2,239.42
01-42-5254	97.20	76.50-	20.70
01-42-5300	1,277.47	.00	1,277.47
01-42-5305	515.68	.00	515.68
01-42-5310	157.87	.00	157.87
01-42-5315	93.52	.00	93.52
01-42-5325	132.45	.00	132.45
01-42-5330	1,331.00	.00	1,331.00
01-42-5343	82.11	3.45-	78.66
01-42-5350	999.47	.00	999.47
01-42-5491	1,279.43	.00	1,279.43
01-43-5201	493.34	.00	493.34
01-43-5253	103.48	.00	103.48
01-43-5300	111.48	.00	111.48
01-43-5491	1,198.83	.00	1,198.83
01-45-5210	1,602.80	.00	1,602.80
01-45-5215	5,683.95	.00	5,683.95
01-45-5216	983.52	.00	983.52
01-45-5253	1,485.09	.00	1,485.09
01-45-5305	2,613.89	.00	2,613.89
01-45-5348	4,548.48	.00	4,548.48
01-45-5370	800.00	.00	800.00
01-45-5371	3,400.00	.00	3,400.00
01-47-5075	110.74	.00	110.74
01-47-5200	400.53	.00	400.53
01-47-5210	581.68	.00	581.68
01-47-5215	1,673.54	1,664.55-	8.99
01-47-5253	312.11	.00	312.11
01-47-5300	160.04	.00	160.04
01-47-5305	890.02	.00	890.02
01-47-5310	184.96	.00	184.96
01-47-5331	330.00	.00	330.00
01-47-5405	13,628.00	.00	13,628.00
01-47-5491	1,026.44	.00	1,026.44
01-48-5399	167.30	.00	167.30
01-48-5455	1,000.00	.00	1,000.00
01-49-5065	645.19	.00	645.19
01-49-5075	165.90	.00	165.90
01-49-5201	1,638.00	.00	1,638.00
01-49-5202	1,791.69	.00	1,791.69
01-49-5220	296.53	.00	296.53
01-49-5253	86.42	.00	86.42
01-49-5260	233.95	.00	233.95
01-49-5262	2,921.55	.00	2,921.55
01-49-5265	503.00	.00	503.00
01-49-5300	40.01	.00	40.01
01-49-5349	.00	443.85-	443.85-
01-49-5399	167.30	.00	167.30
01-49-5401	20,641.00	.00	20,641.00
01-49-5560	18,552.44	.00	18,552.44
04-02-2000	3,681.56	129,382.42-	125,700.86-
04-02-2005	.00	3,513.56-	3,513.56-
04-44-5210	169.99	.00	169.99

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
04-44-5215	83,236.18	.00	83,236.18
04-44-5216	1,164.82	168.00-	996.82
04-44-5252	243.99	.00	243.99
04-44-5253	1,038.13	.00	1,038.13
04-44-5254	103.34	.00	103.34
04-44-5300	67.34	.00	67.34
04-44-5331	365.00	.00	365.00
04-44-5360	3,942.00	.00	3,942.00
04-44-5362	20,000.00	.00	20,000.00
04-44-5405	4,000.00	.00	4,000.00
04-44-5491	9,773.79	.00	9,773.79
04-44-5720	5,277.84	.00	5,277.84
06-02-2000	.00	23,887.97-	23,887.97-
06-40-5205	411.44	.00	411.44
06-40-5300	40.01	.00	40.01
06-40-5399	585.55	.00	585.55
06-40-5400	1,024.49	.00	1,024.49
06-40-5401	1,600.54	.00	1,600.54
06-40-5405	2,403.00	.00	2,403.00
06-40-5410	205.12	.00	205.12
06-47-5215	2,222.93	.00	2,222.93
06-47-5231	3,645.04	.00	3,645.04
06-47-5253	169.94	.00	169.94
06-47-5305	4,257.35	.00	4,257.35
06-47-5306	60.62	.00	60.62
06-47-5310	132.74	.00	132.74
06-47-5390	6,065.79	.00	6,065.79
06-47-5391	305.28	.00	305.28
06-47-5392	421.83	.00	421.83
06-47-5396	336.30	.00	336.30
08-02-2000	.00	7,896.93-	7,896.93-
08-42-5491	7,896.93	.00	7,896.93
09-02-2000	.00	18,496.87-	18,496.87-
09-45-5491	5,877.07	.00	5,877.07
09-49-5491	934.30	.00	934.30
09-51-5500	11,685.50	.00	11,685.50
14-02-2000	.00	34,477.56-	34,477.56-
14-40-5501	11,168.06	.00	11,168.06
14-40-5565	23,309.50	.00	23,309.50
20-02-2000	.00	191,336.02-	191,336.02-
20-40-5100	189,186.56	.00	189,186.56
20-40-5400	609.88	.00	609.88
20-40-5401	1,539.58	.00	1,539.58
Grand Totals:	610,011.97	610,011.97-	.00

Report Criteria:

Report type: GL detail

M = Manual Check, V = Void Check



Agenda Item Summary

MEETING DATE: July 29, 2024

SUBJECT: **Ordinance No. 1057** – An Ordinance of the Town of Mead, Colorado, Calling for the 2024 Regular Election to Be Held as a Coordinated Election and Delegating Authority to the Town Clerk to Execute a Memorandum of Intergovernmental Agreement with Weld County Regarding the Coordinated Election to Be Held on Tuesday, November 5, 2024

PRESENTED BY: Mary Strutt, Administrative Services Director

SUMMARY

The Town of Mead Regular Municipal Election is scheduled for November 5, 2024. The attached ordinance calls for the election to be held as a coordinated election with Weld County and delegates authority to the Town Clerk (as the Town's Designated Election Official) to execute the Memorandum of Intergovernmental Agreement for Conduct of Coordinated Elections (the "Election IGA") with Weld County on behalf of the Town. The following Trustee seats are up for election in November:

Trustee	4-year term	(Brodhead)
Trustee	4-year term	(Cartwright)
Trustee	4-year term	(Parr)

The ballot language for the Trustee election and any other referred items must be submitted to Weld County by September 6, 2024.

FINANCIAL CONSIDERATIONS

The cost to coordinate the election will be about \$1.25 per registered elector on election day or approximately \$6,500.00. Election costs are budgeted under 01-41-5230.

STAFF RECOMMENDATION/ACTION REQUIRED

A motion to adopt the consent agenda for July 29, 2024 will approve this item (approving the Election IGA and delegating authority to the Town Clerk to execute the Election IGA on behalf of the Town). If the ordinance is removed from the consent agenda, the suggested motion is:

"I move to adopt Ordinance No. 1057 – An Ordinance of the Town of Mead, Colorado, Calling for the 2024 Regular Election to Be Held as a Coordinated Election and Delegating Authority to the Town Clerk to Execute a Memorandum of Intergovernmental Agreement with Weld County Regarding the Coordinated Election to Be Held on Tuesday, November 5, 2024."

ATTACHMENTS

Ordinance No. 1057

**TOWN OF MEAD, COLORADO
ORDINANCE NO. 1057**

**AN ORDINANCE OF THE TOWN OF MEAD, COLORADO, CALLING FOR
THE 2024 REGULAR ELECTION TO BE HELD AS A COORDINATED
ELECTION AND DELEGATING AUTHORITY TO THE TOWN CLERK TO
EXECUTE A MEMORANDUM OF INTERGOVERNMENTAL AGREEMENT
WITH WELD COUNTY REGARDING THE COORDINATED ELECTION TO
BE HELD ON TUESDAY, NOVEMBER 5, 2024**

WHEREAS, November 5, 2024, is a designated coordinated election date under state law and is also the date of the Town of Mead’s regular election; and

WHEREAS, the Town of Mead desires to conduct the 2024 regular election as a coordinated election; and

WHEREAS, pursuant to C.R.S. § 1-7-116(5), the Town has notified the Weld County Clerk and Recorder in writing of its intent to participate in the November 5, 2024, election; and

WHEREAS, pursuant to C.R.S. § 1-7-116(1), if more than one political subdivision holds an election on the same day in November and the eligible electors for each election are the same or the boundaries overlap, the county clerk and recorder shall conduct the elections on behalf of all political subdivisions; and

WHEREAS, Section 1-7-116(2), C.R.S., states that the political subdivisions for which the county clerk and recorder will conduct the coordinated election shall enter into an agreement with the county clerk and recorder, which agreement shall be signed no later than seventy (70) days prior to the election, or on or before August 27, 2024; and

WHEREAS, the Board of Trustees of the Town of Mead wishes to enter into such an agreement with the Weld County Clerk and Recorder regarding the conduct of the coordinated election; and

WHEREAS, Sections 31-10-102.7 and 1-1-102(1), C.R.S., allow a municipality to provide by ordinance or resolution that it will utilize the requirements and procedures of the Uniform Election Code of 1992, Articles 1 to 13 of Title 1, C.R.S. (the “Uniform Election Code”) in lieu of the Municipal Election Code of 1965, Article 10 of Title 31, C.R.S., with respect to any election; and

WHEREAS, in accordance with Section 2-1-10 of the Municipal Code, this Ordinance confirms that the November 5, 2024 regular election will be conducted pursuant to the requirements and procedures of the Uniform Election Code.

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

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

Section 2. Conduct of 2024 Regular Election and 2024 Special Election (GID). The Board of Trustees hereby confirms that the Town’s 2024 regular election shall be conducted as a coordinated election, and that for such coordinated election the Town shall utilize the requirements and procedures of the Uniform Election Code. The Board of Trustees also confirms that the special election for the Town of Mead Highway 66 and I-25 General Improvement District (GID) shall also be conducted as a coordinated

election, and that for such coordinated election the Town/GID shall utilize the requirements of the Uniform Election Code.

Section 3. Delegation of Authority to Execute IGA. The Board of Trustees hereby delegates authority to the Town Clerk to execute the Memorandum of Intergovernmental Agreement for Conduct of Coordinated Elections between the Town, the Weld County Board of County Commissioners and the Weld County Clerk and Recorder regarding the conduct of the November 5, 2024 coordinated election, once approved as to form by the Town Attorney (the “Election IGA”), and authorizes the Town Manager, the Town Clerk and their respective designees to take whatever action is necessary to coordinate the election. The Election IGA shall be executed on or before August 27, 2024.

Section 4. Appointment of DEO. The Designated Election Official for the Town for the 2024 coordinated election is the Town Clerk.

Section 5. Approval of Costs. The Board of Trustees hereby specifically approves the expenditure of the Town’s pro rata share of the actual costs for the Weld County Clerk and Recorder to conduct the coordinated election, including the Town’s pro rata share of the costs of printing and mailing the ballots and all other election expenses pursuant to the terms of the Election IGA.

Section 6. Effective Date. This ordinance shall be published and become effective as provided by law.

Section 7. 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 8. 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 9. 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 29TH DAY OF JULY, 2024.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor



Agenda Item Summary

MEETING DATE: July 29, 2024

SUBJECT: **Resolution No. 57-R-2024** – A Resolution Approving a Memorandum of Agreement Between the Town of Mead and the Town of Berthoud Regarding Collaboration to Provide Greater Youth League Opportunities for Both Entities

PRESENTED BY: Lorelei Nelson, Community Engagement Director

SUMMARY

The Town of Mead (the “Town”) and the Town of Berthoud (“Berthoud”) wish to enter into a memorandum of agreement (“MOA” or “Agreement”) establishing a framework for the Town to partner and collaborate with Berthoud to grow and improve youth league opportunities for both entities. The Mead Recreation Department has partnered with the Carbon Valley Parks and Recreation District (“CVPRD”) for youth sports leagues since 2021. This fall, Town staff plans to expand the partnership to include Berthoud through the MOA. Nothing in the MOA amends the Town’s prior agreement with CVPRD regarding youth league opportunities.

Resolution No. 57-R-2024 (the “Resolution”): (a) approves the MOA; (b) authorizes the Town Attorney, in cooperation with the Town Manager, to negotiate revisions to the MOA that benefit and protect the Town and do not increase the Town’s financial obligations; (c) authorizes the Town Manager to execute the MOA on behalf of the Town when in final form; and (d) authorizes the Town Manager to execute any written amendment(s) to the MOA that extends the term of the MOA or makes other amendments to the MOA, provided that the Board of Trustees has approved an annual Town budget with funding sufficient to meet the Town’s financial obligations set forth in the MOA, if any.

FINANCIAL CONSIDERATIONS

As set forth in the Agreement, Berthoud will not charge a player fee or team fee if games are co-hosted in Mead, Berthoud, or CVPRD facilities. A per-player or team fee will be charged if Berthoud exclusively hosts youth league games.

STAFF RECOMMENDATION/ACTION REQUIRED

Suggested Motion: Staff recommends that the Board of Trustees approve the Resolution (authorizing the Town Manager to execute the MOA) to collaborate with Berthoud to expand youth recreational league offerings in the Town. The Resolution approving the MOA is on the July 29, 2024 consent agenda. A motion to approve the consent agenda will approve the Resolution.

If this item is pulled off consent for further discussion, Town Staff recommends the following motion:

Suggested Motion:

“I move to adopt Resolution No. 57-R-2024 – A Resolution Approving a Memorandum of Understanding Between the Town of Mead and the Town of Berthoud Regarding Collaboration to Provide Greater Youth League Opportunities for Both Entities.”

ATTACHMENTS

Resolution No. 57-R-2024
MOA/Agreement

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 57-R-2024**

**A RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE
TOWN OF MEAD AND THE TOWN OF BERTHOUD REGARDING COLLABORATION TO
PROVIDE GREATER YOUTH LEAGUE OPPORTUNITIES FOR BOTH ENTITIES**

WHEREAS, the Town of Mead (“Mead”) and the Town of Berthoud (“Berthoud”), as Colorado public entities, are empowered pursuant to Article XIV, §18 of the Colorado Constitution and C.R.S. §§ 29-1-201, *et seq.*, to cooperate or contract via intergovernmental agreement to provide functions, services, or facilities authorized to each cooperating government; and

WHEREAS, Mead and Berthoud desire to enter into an agreement to provide greater youth league opportunities for both entities; and

WHEREAS, Mead and Berthoud have each entered into a separate memorandum of understanding or similar written agreement with the Carbon Valley Park and Recreation District, a quasi-municipal corporation and political subdivision of the State of Colorado (“CVPRD”) related to expanding Youth League opportunities in Mead and Berthoud, as applicable (together, the “CVPRD Agreements”); and

WHEREAS, the Town Board of Trustees finds it is in the best interest of the public health, safety and welfare to approve the Memorandum of Agreement between Mead and Berthoud, in substantially the form attached to this Resolution as **Exhibit 1** (the “MOA”); and

WHEREAS, Berthoud approved the MOA on or about July 11, 2024; and

WHEREAS, nothing in the MOA amends the CVPRD Agreements;

WHEREAS, the Board of Trustees desires to approve the MOA and delegate authority to the Town Manager to execute the MOA on behalf of the Town,

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

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

Section 2. The Board of Trustees hereby: (a) approves the MOA in substantially the form attached hereto; (b) authorizes the Town Attorney, in cooperation with the Town Manager, to negotiate revisions to the MOA that benefit and protect the Town and do not increase the Town’s financial obligations; and (c) authorizes the Town Manager to execute the MOA on behalf of the Town when in final form. The Board of Trustees further authorizes the Town Manager to execute any written amendment(s) to the MOA that extends the term of the MOA or makes other amendments to the MOA, provided that the Board of Trustees has approved an annual Town budget with funding sufficient to meet the Town’s financial obligations set forth in the MOA, if any.

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

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 29TH DAY OF JULY, 2024.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

EXHIBIT 1
MEMORANDUM OF AGREEMENT
(TOWN OF BERTHOUD)

[see attached document]



MEMORANDUM OF AGREEMENT (MOA)

PURPOSE

This Memorandum of Agreement (the “MOA” or “Agreement”) describes the responsibilities and expectations of Town of Mead, a municipal corporation of the State of Colorado (“Mead”) and Town of Berthoud, a municipal corporation of the State of Colorado (“Berthoud”) (together, the “Towns”) with respect to the Towns collaborating and cooperating to provide greater recreational Youth League opportunities for Youth League participants that reside in Mead or Berthoud.

Mead and Berthoud have each entered into a separate memorandum of understanding or similar written agreement with the Carbon Valley Park and Recreation District, a quasi-municipal corporation and political subdivision of the State of Colorado (“CVPRD”) related to expanding Youth League opportunities (together, the “CVPRD Agreements”). Nothing in this MOA amends the CVPRD Agreements.

PROPOSED STRUCTURE

Formation of an ongoing relationship between Mead and Berthoud with the intent of increasing participation, retention, and quality of the Youth League being provided by both entities. As such the Towns will work together to deliver high quality Youth Leagues.

TERM AND TERMINATION

This Agreement is made by and between the Towns, collectively referred to as “Parties”, or singularly as “Party”.

This Agreement shall commence on the date of mutual execution hereof by the Parties (“Effective Date”) and the initial term of the Agreement shall run through December 31, 2024, subject to automatic annual renewal as set forth below. Annual renewal shall automatically occur on January 1st of each successive calendar year conditioned on each Party appropriating sufficient funds to pay for each Party’s respective financial obligations as set forth in this Agreement below. Either Party may terminate this Agreement by providing at least sixty (60) days advance written notice to the other Party of an intent not to renew.

NONLIABILITY PRIOR TO EFFECTIVE DATE

Neither Party shall be liable to pay or reimburse the other Party for any performance which may have occurred prior to the Effective Date, including but not limited to costs or expenses incurred in finalizing this Agreement.



INSURANCE PROVISIONS AND CGIA APPLICABILITY

- If games are played at Mead facilities during the term of this Agreement, Mead agrees to name Berthoud as an additional insured on Mead's general liability insurance coverage applicable to Mead facilities.
- If games are played at Berthoud facilities during the term of this Agreement, Berthoud agrees to name Mead as an additional insured on Berthoud's general liability insurance coverage applicable to Berthoud facilities.
- Certificates of Insurance evidencing the coverage described herein shall be forwarded to the Managers of each of the Towns, or their respective designee(s), at each Party's then current mailing address of record.
- The Parties, and their respective officers and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended, or otherwise available to the Parties and their respective officers or employees.

RESPONSIBILITIES AND EXPECTATIONS

TOWN OF MEAD

- General responsibilities / expectations:
 - Acquire officials/referees for all games located at Mead facilities.
 - Pay officials/referees for all games located at Mead facilities.
 - Collect registration and fees from participants.
 - Require / collect Mead liability waiver form(s) from participants.
 - Form teams.
 - Find all volunteer coaches for Mead teams.
 - Complete all risk management items for all Mead volunteer coaches.
- Facilities:
 - Provide facility space in Mead for all teams registered with Mead.
 - Provide facility space in Mead for teams registered with Berthoud on an as-available basis.
- Equipment:
 - Provide all teams registered with Mead with appropriate equipment.
- Rosters:
 - Mead will provide Berthoud with participant count(s) and rosters.
- Cooperative Marketing efforts:



- Mead agrees to make reasonable efforts to place Mead, Berthoud, and CVPRD logos on all seasonal activity guides, Youth League promotional materials, and additional marketing efforts as they present themselves.

TOWN OF BERTHOUD

- General responsibilities / expectations:
 - Acquire officials/referees for all games located at Berthoud facilities.
 - Pay officials/referees for all games located at Berthoud facilities.
 - Collect registration and fees from participants.
 - Require / collect Berthoud liability waiver form(s) from participants.
 - Form teams.
 - Find all volunteer coaches for Berthoud teams.
 - Complete all risk management items for all Berthoud volunteer coaches.
- Facilities:
 - Provide facility space in Berthoud for all teams registered with Berthoud.
 - Provide facility space in Berthoud for teams registered with Mead on an as-available basis.
- Equipment:
 - Provide all teams registered with Berthoud with appropriate equipment.
- Rosters:
 - Berthoud will provide Mead with participant count(s) and rosters.
- Cooperative Marketing efforts:
 - Berthoud agrees to make reasonable efforts to place Mead, Berthoud, and CVPRD logos on all seasonal activity guides, Youth League promotional materials, and additional marketing efforts as they present themselves.

MISCELLANEOUS

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

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



C. Authority. The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of Mead and Berthoud in order to bind their respective entities.

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

E. Additional Documents. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out the intent of this Agreement.

F. Separate Entities. The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.

TOWN OF MEAD

Town Manager

Dated: _____, 2024

ATTEST:

Town Clerk

Mailing address:

441 Third Street
Mead, Colorado
80542

[Town of Berthoud signature page follows].



[Town of Berthoud signature page to Memorandum of Agreement]

TOWN OF BERTHOUD



Director of Recreation & Culture

Dated: 07/11, 2024



Agenda Item Summary

MEETING DATE: July 29, 2024

SUBJECT: **Resolution No. 58-R-2024** – A Resolution of the Town of Mead, Colorado, Granting Final Acceptance of Certain Public Improvements Associated with the Ziggi’s Coffee Site Plan

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

SUMMARY

4th & Main Holdings LLC (“Developer”) has caused the completion of certain public improvements benefitting the development of property described in Ziggi’s Coffee Site Plan (“Development”). The completed improvements include concrete curb and gutter, sidewalks, asphalt paving, landscaping, and storm drainage facilities, as more specifically identified in the applicable site plan agreement (collectively, the “Improvements”). The Improvements associated with the Development were conditionally accepted on May 9, 2022, and the two-year warranty period for the Improvements has been completed in accordance with Town requirements. In June 2024, Town staff inspected the improvements and found no deficiencies, except as follows.

Resolution No. 58-R-2024 does not include final acceptance of portions of the sidewalk that were not installed in accordance with Town standards and subsequently required an extended 5-year warranty (“Sidewalk Improvements”). The Sidewalk Improvements are more particularly described in the letter from FCI Constructors, Inc., attached to Exhibit A of the Resolution, which provides the extended 5-year warranty beginning November 10, 2021 (date of pour). Town staff does not recommend final acceptance of these Sidewalk Improvements at this time.

Resolution No. 58-R-2024 (the “Resolution”) issues final acceptance of the Improvements, except for the Sidewalk Improvements, and authorizes the release of collateral currently posted with the Town to secure the completion of the Improvements.

FINANCIAL CONSIDERATIONS

There are no financial considerations associated with this request.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends that the Board of Trustees memorialize the Town’s final acceptance of the Improvements (except for the Sidewalk Improvements) by adopting the proposed Resolution, effective July 30, 2024. A motion to approve the July 29, 2024, 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. 58-R-2024, a Resolution of the Town of Mead, Colorado, Granting Final Acceptance of Certain Public Improvements associated with the Ziggi’s Coffee Site Plan.”

ATTACHMENTS

Resolution No. 58-R-2024

Exhibit A to Resolution – Notice of Final Acceptance of Public Infrastructure Improvements, with attachments

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 58-R-2024**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, GRANTING FINAL
ACCEPTANCE OF CERTAIN PUBLIC IMPROVEMENTS ASSOCIATED WITH
THE ZIGGI’S COFFEE SITE PLAN**

WHEREAS, 4th & Main Holdings LLC, a Colorado limited liability company with offices at 241 Welker Ave., Mead, CO 80542 (“Developer”) has caused the completion of certain public improvements benefitting the Ziggi’s Coffee Site Plan (“Development”), specifically installation of concrete curb and gutter, sidewalks, asphalt paving, landscaping, and storm drainage facilities (collectively, the “Improvements”); and

WHEREAS, the Improvements are identified in that certain Site Plan Agreement dated April 26, 2020, and recorded on March 1, 2022, at Reception No. 4806627 in the Weld County property records (the “SPA”); and

WHEREAS, the Improvements associated with the Development were conditionally accepted by the Town of Mead by Resolution No. 36-R-2022 dated May 9, 2022; and

WHEREAS, the two-year warranty period for the Improvements has been completed and Developer has requested final acceptance of the Improvements; and

WHEREAS, a portion of sidewalk was not completed in accordance with the requirements of the *Town of Mead Design Standards and Construction Specifications* (the “Standards and Specifications”); and

WHEREAS, FCI Constructors, Inc. (“Contractor”) has issued an extended 5-year warranty, beginning on November 10, 2021, for that portion of sidewalk specified in Contractor’s letter attached to Exhibit A of this resolution (“Sidewalk Improvements”); and

WHEREAS, the Town Engineer has reviewed the Improvements, and, with the exception of the Sidewalk Improvements, has found that: (1) the Improvements were completed in compliance with the requirements of the Standards and Specifications, with no punchlist items; and (2) are in good repair following the completion of the two-year warranty period, as set forth and confirmed in the proposed notice of final acceptance, attached to this resolution as **Exhibit A** and incorporated by reference; and

WHEREAS, the Town Engineer therefore recommends final acceptance of the Improvements (not including the Sidewalk Improvements), effective July 30, 2024; and

WHEREAS, Section 202.9 of the Standards and Specifications states that “[i]f the public improvements completed by the developer are satisfactory, the Town shall grant final acceptance by a resolution of the Board of Trustees”; and

WHEREAS, the Board of Trustees desires to grant final acceptance of the Improvements, not including the Sidewalk Improvements, as more specifically set forth in this Resolution.

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

Section 1. Final Acceptance of Public Improvements. The Board of Trustees, on behalf of the Town of Mead, hereby grants final acceptance of the Improvements, with the exception of the Sidewalk Improvements. The Town hereby discharges the Developer from further maintenance responsibilities associated with all Improvements except for the Sidewalk Improvements, effective July 30, 2024. Town staff is hereby authorized to finalize and send a notice of final acceptance to Developer, in substantially the form attached to this Resolution as **Exhibit A**.

Section 2. Release of Security. The Board of Trustees hereby authorizes the release of any warranty security guaranteeing the Improvements through the two-year warranty period, including Irrevocable Letter of Credit No. 44222117 issued by High Plains Bank on May 21, 2022.

Section 3. Severability. If any part, section, subsection, sentence, clause or phrase of this resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the resolution. The Town Board hereby declares that it would have passed the resolution including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases are declared invalid.

Section 4. Repealer. All resolutions and motions of the Board of Trustees of the Town of Mead or parts thereof, in conflict with this resolution are to the extent of such conflict hereby superseded and repealed.

Section 5. Effective Date. This resolution shall become effective on July 30, 2024.

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 29TH DAY OF JULY, 2024.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

Exhibit A

Notice of Final Acceptance of Public Infrastructure Improvements (draft)

(with attachments)



SENT VIA EMAIL to: Brandon.Knudsen@ziggiscoffee.com

July 30, 2024

4th & Main Holdings
Attn: Brandon Knudsen
400 Main Street
Longmont, Colorado 80501

RE: Ziggi's Coffee Site Plan - Notice of Final Acceptance of Public Infrastructure Improvements

Dear Mr. Knudsen,

In June 2024, Town of Mead staff completed a walk-through and inspection of the public landscaping and infrastructure improvements constructed as part of the Ziggi's Coffee development, in accordance with the Ziggi's Coffee Site Plan approved by the Town (together, the "Improvements"). For purposes of Final Acceptance, the Improvements do not include that portion of sidewalk improvements issued a 5-year warranty by FCI Constructors, Inc., as more specifically described in the letter attached to this Notice ("Sidewalk Improvements"). No deficiencies were found and no repairs required to the subject improvements. On July 29, 2024, the Town Board of Trustees considered and issued Final Acceptance of the Improvements. The Improvements were deemed compatible with the Town's requirements for Final Acceptance.

This letter, and the attached Resolution 58-R-2024, memorializes the Town's Final Acceptance of the Improvements (with the exception of the Sidewalk Improvements as provided herein), and officially terminates the 2-year warranty period. The attached letter, requesting termination of Letter of Credit No. 44222117 issued by High Plains Bank ("Issuer"), will be mailed to the Issuer's Office along with the original letter of credit.

Please contact me if you have any questions.

Sincerely,

Erika Rasmussen, P.E.
Town Engineer

Attachments:

Letter from FCI Constructors, Inc. to Town regarding Extended Warranty for Sidewalk,
dated November 10, 2021
Resolution No. 58-R-2024 dated July 29, 2024
Letter of Credit Termination Request Letter (to High Plains Bank)



July 30, 2024

High Plains Bank
Attn: Christopher McVay
600 Kimbark Street
Longmont, Colorado 80501

Re: High Plains Bank **Letter of Credit Number: 44222117** issued in favor of Town of Mead, Colorado
Letter of Credit Amount: USD \$23,237.24 (Twenty-Three Thousand Two Hundred Thirty Seven and 24/100 Dollars)

Dear Mr. McVay,

Please consider this letter the Town of Mead's formal request to cancel the above-referenced letter of credit. The Town has issued Final Acceptance of the majority of public improvements associated with the Ziggi's Coffee Site Plan development and considers the project complete.

The original letter of credit document is included with this request.

Thank you in advance for your attention to this matter.

Sincerely,

Erika Rasmussen, P.E.
Town Engineer
Town of Mead
erasmussen@townofmead.org
(970) 805-4185

cc: Mary Strutt, Director of Admin. Services / Town Treasurer (via email)
Brandon Knudsen, Owner, Ziggi's Coffee



Agenda Item Summary

MEETING DATE: July 29, 2024

SUBJECT: **Resolution No. 59-R-2024** – A Resolution of the Town of Mead, Colorado, Granting Conditional Acceptance of the Public Improvements associated with the QuikTrip Site Plan (Mead Crossings Amendment No. 1, Lot 1, Block 1)

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

SUMMARY

QuikTrip Corporation, an Oklahoma corporation, whose address is 4705 S. 129th East Ave, Tulsa, OK 74134 (“Developer”) has caused the completion of certain public improvements benefiting the QuikTrip Site Plan (“Development”), specifically the installation of concrete sidewalk, curb and gutter, asphalt paving, and storm sewer drainage facilities (collectively, the “Public Improvements”).

The Public Improvements are identified in that certain Site Plan Agreement dated October 10, 2022, and recorded on January 26, 2023, at Reception No. 4878712 in the Weld County property records and as amended by that certain First Amendment, recorded on August 30, 2023, at Reception No. 4917990 (together, the “SPA”).

Town staff completed a punch list walkthrough on May 3, 2024, and created a final punch list of items for the Developer’s contractor to complete for the Public Improvements. The punch list is attached and incorporated into the proposed Resolution. All punch list items have been completed.

Staff recommends granting Conditional Acceptance of the Public Improvements. Resolution No. 60-R-2024 (the “Resolution”) memorializes the Board’s Conditional Acceptance of the Public Improvements. The two-year warranty period for the Public Improvements will start on July 29, 2024.

For a two-year period from the commencement date of the warranty period, the Developer is required, at its own expense, to take all actions necessary to maintain the Public Improvements and make needed repairs or replacements that, in the reasonable opinion of the Town, become necessary. If within thirty (30) days after the Developer’s receipt of written notice from the Town requesting replacement of or repairs to the Public Improvements, the Developer has not completed such repairs, the Town may exercise enforcement actions to secure performance, including enforcement of contractual rights and other actions set forth in Article VI of Chapter 16 of the MMC. The Resolution also requires the Developer to post a warranty letter of credit with the Town to secure the Developer’s obligation to make the necessary repairs or replacements.

Town staff will complete a final inspection prior to final acceptance of the Public Improvements at the conclusion of the two-year warranty period.

FINANCIAL CONSIDERATIONS

There are no financial considerations associated with this request.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends the Board of Trustees approve the Resolution granting Conditional Acceptance of the Public Improvements.

A motion to approve the July 29, 2024, consent agenda will approve the Resolution. If this item is pulled off the consent for further discussion or questions, Staff recommends the following motion:

Suggested Motion:

“I move to approve Resolution 59-R-2024, A Resolution of the Town of Mead, Colorado, Granting Conditional Acceptance of the Public Improvements associated with the QuikTrip Site Plan (Mead Crossings Amendment No. 1, Lot 1, Block 1)”

ATTACHMENTS

Resolution No. 59-R-2024

Exhibit A to Resolution – Final Punchlist (for Conditional Acceptance – Public Improvements QuikTrip Site Plan

Exhibit B to Resolution – Additional Conditions

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 59-R-2024**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, GRANTING
CONDITIONAL ACCEPTANCE OF THE PUBLIC IMPROVEMENTS
ASSOCIATED WITH THE QUIKTRIP SITE PLAN (MEAD CROSSINGS
AMENDMENT NO. 1, LOT 1, BLOCK 1)**

WHEREAS, QuikTrip Corporation, an Oklahoma corporation, whose address is 4705 S. 129th East Ave, Tulsa, OK 74134 (“Developer”) has caused the completion of certain public improvements benefitting the QuikTrip Site Plan (“Development”), specifically Lot 1, Block 1 of Mead Crossings Amendment No. 1 (collectively, the “Improvements”); and

WHEREAS, the Improvements are identified in that certain Site Plan Agreement dated October 10, 2022, and recorded on January 26, 2023, at Reception No. 4878712 in the Weld County property records and as amended by that certain First Amendment, recorded on August 30, 2023, at Reception no. 4917990 (together, the “SPA”); and

WHEREAS, the Improvements are subject to a warranty period of two (2) years following the conditional acceptance of the Improvements; and

WHEREAS, Developer has requested conditional acceptance of the Improvements by the Board of Trustees of the Town of Mead; and

WHEREAS, the Town Engineer has reviewed the construction of Improvements, has determined that the Improvements have been constructed and installed in substantial conformance with the Town’s construction standards, and is recommending that the Board grant conditional acceptance of the Improvements effective as of July 29, 2024, subject to the conditions set forth in the Final Punchlist, a copy of which is attached to this Resolution as **Exhibit A**, and subject to the additional conditions attached to this Resolution as **Exhibit B**; and

WHEREAS, the Board of Trustees desires to grant conditional acceptance of the Improvements subject to the conditions set forth in this Resolution; and

WHEREAS, the *Mead Municipal Code* (“MMC”) requires the Developer to maintain the Improvements for a two (2) year period from the date of conditional acceptance and clarifies that the Developer shall, at its own expense, take all actions necessary to maintain the Improvements and make needed repairs or replacements that, in the reasonable opinion of the Town (and the Town Engineer), shall become necessary; and

WHEREAS, if the Developer fails to make necessary repairs to the Improvements in accordance with the requirements set forth in the MMC, the Town may withhold final acceptance of the Improvements, may proceed to withhold building permits, temporary certificates of occupancy, or certificates of occupancy for those lots located within boundaries of the Development, or may take any other action authorized by the SPA.

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

Section 1. Conditional Acceptance of Public Improvements. The Board of Trustees on behalf of the Town of Mead, hereby grants “conditional acceptance” of the Improvements identified in this Resolution and orders the commencement of the two (2) year warranty period July 29, 2024.

Section 2. Developer Obligation to Maintain Improvements during Guarantee Period.

Developer shall maintain the Improvements for a two (2) year period from the date of conditional acceptance (the “Guarantee Period”). Developer shall, at its own expense, take all actions necessary to maintain the Improvements and make needed repairs or replacements that, in the reasonable opinion of the Town (and the Town Engineer), shall become necessary during the Guarantee Period. Failure of the Developer to maintain the Improvements during the Guarantee Period shall violate the requirements this Section 2 and shall constitute a violation of the MMC pursuant to MMC Sec. 16-6-10(c)(1)(g). In addition to any contractual remedies available to the Town under the SPA, Town Staff shall be authorized to take any and all enforcement actions as necessary to ensure that the Developer completes necessary repairs and replacements of the Improvements during the Guarantee Period and prior to final acceptance of the Improvements, as authorized by the MMC, including but not limited to the enforcement actions set forth in Article VI of Chapter 16 of the MMC.

Section 3. Severability. If any part, section, subsection, sentence, clause or phrase of this resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the resolution. The Town Board hereby declares that it would have passed the resolution including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases are declared invalid.

Section 4. Repealer. All resolutions and motions of the Board of Trustees of the Town of Mead or parts thereof, in conflict with this resolution are to the extent of such conflict hereby superseded and repealed, provided that such repealer shall not repeal the repealer clauses of such resolution or motion, no revive any resolution or motion thereby.

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 29TH DAY OF JULY, 2024.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

Exhibit A
Final Punchlist (for Conditional Acceptance – QuikTrip Site Plan)
(attached)

Exhibit B

Additional conditions (Conditional Acceptance – QuikTrip Site Plan)

1. Developer shall replace Letter of Credit (LOC) No. 20003927 dated September 27, 2022, in the amount of \$972,673.85 (and having a current expiration date of September 27, 2024) (the “Existing LOC”) with one new LOC in the form required by the SPA in the amount of **one hundred sixty-four thousand seven hundred ninety-two and 79/100 dollars (\$164,792.79)** and having an expiration date **not earlier than September 30, 2026** (“Warranty LOC”). The Developer shall file the Warranty LOC with the Town Engineer on or before August 30, 2024. Upon filing of the Warranty LOC, the Town Engineer or designee shall cause the Existing LOC to be released. The Warranty LOC shall be released in accordance with the terms of the SPA and the *Mead Municipal Code*.
2. Alternatively, at Developer’s request, the Town shall request that the **Existing LOC** be reduced as follows: reduce amount of LOC 20003927 from \$972,673.85 to \$164,792.79 and extend final expiration date to **September 30, 2026**,

If this option is selected, the Town’s letter requesting the amendment to the Existing LOC shall be in a form reviewed and approved by the Town Attorney’s Office.



Project Name:

Contractor:

Inspector: Ryan Corbett

Punchwalk Dates:

5/3/2024

Pre-Walk for Conditional Acceptance: 12/19/23, 1/3/24, 1/8/24, 4/10/24, 4/16/24, 4/17/24

Punch List Items						
No.	Item	Description	Location	Observation Date	Completion Date	Town Sign-Off
1	Concrete				5/3/2024	RCC
2	Detention Basin	Berm is higher than the sidewalk- approved by Ken Clifford	Corner of Highland Dr/Foster Ridge	3/4/2024	3/18/2024	RCC
3	Manhole/Valves	LTWD/SVSD are owners of all manholes/valves				RCC
4	Street Lights	N/A				RCC
5	As-Builts	Have they been reviewed? RB asked for them on 3/14/24		3/14/2024		
6	Storm				5/3/2024	RCC
7	Erosion Control	Need to re-seed all disturbed areas	Highland Dr	4/3/2024	4/16/2024	RCC
8	Housekeeping	Need to clean the roads and pick up trash/debris from off-site areas	Highland Dr	4/3/2024	4/16/2024	RCC
9	Stockpiles/Grading	Need to re-grade and re-seed all disturbed areas	Highland Dr	4/3/2024	4/16/2024	RCC
10	Roads	Need to remove/replace 2 panels on Highland Dr for SVSD	Highland Dr	4/15/2024	5/3/2024	RCC
11	Underdrain	N/A				RCC
12	Asphalt	Path of Travel for ADA at entrances	1 entrance off Foster Ridge, 2 off Highland Dr	1/3/2024	4/10/2024	RCC
13	Thermoplastic Symbols	Missing one and others need replaced	Foster Ridge/ Highland Dr	1/3/2024	4/10/2024	RCC
14	Inlet	All inlets are private				RCC
15	Mailboxes	N/A				RCC
16	Water (LTWD)				11/7/2023	RCC
17	St. Vrain (Sewer)	Still outstanding; add MOU to Board Package				
18	Retaining Wall	N/A				RCC
19	Ditch Company	Private Owner Chad Musick	East side of the site		3/25/2024	RCC
20	State Fuel Inspection				5/31/2024	RCC
21	CDOT				4/10/2024	RCC
22	Landscaping	Need to re-seed CDOT frontage, need to re-seed all disturbed areas		1/3/2024	4/16/2024	RCC



Agenda Item Summary

MEETING DATE: July 29, 2024

SUBJECT: **Resolution No. 60-R-2024** – A Resolution Approving the Intergovernmental Agreement with Weld County for Construction of High Plains Boulevard (a.k.a. – Weld County Road 9.5) between Weld County Road 32 and Weld County Road 36

PRESENTED BY: Helen Migchelbrink, Town Manager

SUMMARY

The Town of Mead and Weld County (acting by and through the Board of County Commissioners) have agreed on the terms that certain *Intergovernmental Agreement for Construction of High Plains Boulevard (a.k.a. – Weld County Road 9.5) between Weld County Road 32 and Weld County Road 36* (the “County IGA”). A copy of the County IGA is attached to this *Agenda Item Summary* for review by the Board.

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

- one discrete segment of HPB will be an interim section extending WCR 9.5 from WCR 32 to a point north of WCR 34 (the “County Project”), and
- another discrete segment of HPB will begin north of WCR 34 where the County Project ends and will continue north to WCR 36 (the “Developer Project”).

(the County Project and Developer Project, taken together, constitutes the “Project”, as that term is used in the County IGA).

Approval of the County IGA is the first step in memorializing an important regional partnership related to the timely completion of the Project. Participants in the partnership include CDOT, Weld County, the Town of Mead, WCR 34 & Hwy 25-220, LLC, a Colorado limited liability company (“W&H”), and Mead Industrial Development, LLC, a Colorado limited liability (“MID”) (together, the “Developers”).

The obligations of the Developers with respect to the Developer Project are briefly summarized in the County IGA and will be fully addressed in a separate written agreement between the Town, W&H and MID (the “Developers’ Agreement”). Currently, it is anticipated that the Developers’ Agreement will be brought before the Board for consideration/approval in August of 2024.

The Developers own most of the land on either side of the Town right-of-way where the Developer Project will be located and said land will benefit substantially from the construction/completion of the Developer Project.

The County IGA memorializes the agreements and understandings of Mead and Weld County related to the funding, design, and construction of the Project, the acquisition of rights-of-way and easements for the Project, and each Party's respective roles and responsibilities with respect to the Project.

Resolution No. 60-R-2024 (the "Resolution"): (a) approves the County IGA; (b) authorizes the Town Attorney, in cooperation with the Town Manager, to negotiate revisions to the County IGA that benefit and protect the Town and do not increase the Town's financial obligations; and (c) authorizes the Mayor to execute the County IGA on behalf of the Town when in final form.

Town Staff recommends approval of the Resolution.

FINANCIAL CONSIDERATIONS

The County IGA sets forth that Weld County shall serve as the "Lead Agency" for the design, construction, and project management of the County Project. As Lead Agency, Weld County shall be responsible for: overseeing the development and delivery of construction plans; conducting the procurement of a design-build contract in accordance with Weld County's policies for competitive bidding; providing construction contract management, construction inspection, and quality assurance services; coordinating the design and construction of the County Project with public and private utilities and other agencies; and coordinating and managing public outreach and processes regarding the County Project. All costs associated with the County Project will be borne by the County.

With respect to the Developer Project summarized in the County IGA, the County IGA contemplates that a total of six million dollars (\$6,000,000.00) will be contributed to the Developer Project, as follows:

- Weld County shall contribute Three Million and No/100 Dollars (\$3,000,000.00) (the "County Contribution") to the Developer Project. This contribution will come from funds originally given to the Colorado Department of Transportation (CDOT) as contribution toward the I-25 North Express Lanes – Segment 5 project.
- Mead shall contribute One Million and No/100 Dollars (\$1,000,000.00) ("Town Contribution") to the Developer Project.
- W&H shall contribute One Million and No/100 Dollars (\$1,000,000.00) to the Developer Project.
- MID shall contribute One Million and No/100 Dollars (\$1,000,000.00) to the Developer Project.

The six million dollars (\$6,000,000.00) will be deposited in a Project Account to be controlled by the Town. Additional details regarding the Project Account will be set forth in the Developers' Agreement.

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

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends that the Board of Trustees approve the Resolution (authorizing the Mayor to execute the County IGA when in final form). The Resolution approving the County IGA is on the July 29, 2024 regular meeting agenda.

Town Staff recommends the Board of Trustees approve the Resolution approving the IGA with Weld County. A motion to approve the July 29, 2024 consent agenda will approve the Resolution. If this item is pulled off consent for further discussion or questions staff recommends the following motion:

Suggest Motion:

“I move to adopt Resolution No. 60-R-2024 – A Resolution of the Town of Mead, Colorado, Approving the Intergovernmental Agreement with Weld County for Construction of High Plains Boulevard (a.k.a. – Weld County Road 9.5) between Weld County Road 32 and Weld County Road 36.”

ATTACHMENTS

Resolution No. 60-R-2024

County IGA (*Intergovernmental Agreement for Construction of High Plains Boulevard (a.k.a. – Weld County Road 9.5) between Weld County Road 32 and Weld County Road 36*)

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 60-R-2024**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING THE
INTERGOVERNMENTAL AGREEMENT WITH WELD COUNTY FOR CONSTRUCTION OF
HIGH PLAINS BOULEVARD (A.K.A. - WELD COUNTY ROAD 9.5) BETWEEN WELD
COUNTY ROAD 32 AND WELD COUNTY ROAD 36**

WHEREAS, the Town of Mead and Weld County (acting by and through the Board of County Commissioners) have agreed on the terms that certain *Intergovernmental Agreement for Construction of High Plains Boulevard (a.k.a. – Weld County Road 9.5) between Weld County Road 32 and Weld County Road 36* (the “County IGA”); and

WHEREAS, a copy of the County IGA is on file with the Town Clerk and is incorporated herein by reference; and

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

WHEREAS, for purposes of the County IGA, one discrete segment of HPB will be an interim section extending WCR 9.5 from WCR 32 to a point north of WCR 34 (the “County Project”) and the another discrete segment of HPB will begin north of WCR 34 where the County Project ends and will continue north to WCR 36 (the “Developer Project” and together with the County Project, the “Project”); and

WHEREAS, the County IGA memorializes the agreements and understandings of Mead and Weld County related to the funding, design, and construction of the Project, the acquisition of rights-of-way and easements for the Project, and each Party’s respective roles and responsibilities with respect to the Project; and

WHEREAS, the Project is located within the jurisdictional boundaries of Mead and Weld County; and

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

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

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

Section 2. The Board of Trustees hereby: (a) approves the County IGA is the form currently on file with the Town Clerk; (b) authorizes the Town Attorney in cooperation with the Town Manager to make non-material changes to the County IGA that do not increase the Town’s obligations; and (c) authorizes the Mayor to execute the County IGA on behalf of the Town when in final form.

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

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 29TH DAY OF JULY, 2024.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

**INTERGOVERNMENTAL AGREEMENT
FOR CONSTRUCTION OF HIGH PLAINS BOULEVARD (A.K.A. - WELD COUNTY ROAD
9.5) BETWEEN WELD COUNTY ROAD 32 AND WELD COUNTY ROAD 36**

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is made and entered into as of the date of the last signature below (the “Effective Date”), by and between the Town of Mead, Colorado, a municipal corporation of the State of Colorado, whose address is 441 - 3rd Street, P.O. Box 66, Mead, CO 80542 (“Mead”) and the County of Weld, a political subdivision of the State of Colorado, by and through the Board of County Commissioners of the County of Weld, Colorado, whose address is P.O. Box 758, 1150 “O” Street, Greeley, Colorado 80632 (“Weld County”). Mead and Weld County are sometimes referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

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

WHEREAS, for purposes of this Agreement, the first segment of HPB will be an interim section extending Weld County Road (“WCR”) 9.5 from WCR 32 to a point north of WCR 34 (as further described in Section 2 below, the “County Project”); and

WHEREAS, for purposes of this Agreement, the second segment of HPB will begin north of the WCR 34/HPB Intersection (defined in Subsection 2(a)iii. below) where the County Project ends and will continue north to WCR 36 (as further described in Section 3 below, the “Developer Project” and together with the County Project, the “Project”); and

WHEREAS, as of the Effective Date, the Project is located within the jurisdictional boundaries of Mead (“Mead’s Boundaries”) and Weld County (the “County Boundaries”); and

WHEREAS, WCR 34 & Hwy 25-220, LLC, a Colorado limited liability company (“W&H”), and Mead Industrial Development, LLC, a Colorado limited liability (“MID”) (collectively, the “Developers”) own most of the land on either side of the Town right-of-way where the Developer Project will be located and said land will benefit substantially from the construction of the Developer Project; and

WHEREAS, the Parties desire to memorialize in this Agreement their agreements and understandings related to the funding, design, and construction of the Project, the acquisition of rights-of-way and easements for the Project, and each Party’s respective role and responsibilities with respect to the same; and

WHEREAS, the Developers’ obligations with respect to the Developer Project, which obligations are only briefly summarized in Section 3 of this Agreement, will be set forth in a separate agreement between Mead and the Developers (the “Developers’ Agreement”); and

WHEREAS, the Parties are authorized to enter into this Agreement by Colorado Revised Statutes (C.R.S.) Section 29-1-203 and the Colorado Constitution Article XIV, Section 18(2).

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **INCORPORATION OF RECITALS:** The Recitals set forth above are incorporated and made a part of this Agreement.

2. **THE COUNTY PROJECT:**

(a) **Description of the County Project.** The County Project shall consist of:

- i. Designing and constructing an interim cross section of HPB from WCR 32 to WCR 34 and continuing approximately three hundred (300) feet north of the WCR 34/HPB Intersection (defined below). Without limiting the foregoing, the interim cross section shall include: two twelve-foot lanes (one in each direction), paved shoulders in each direction, concrete curb and gutter on the western side of the new roadway, and a 10-foot, detached, two-directional, shared use path on the western side of the new roadway. This interim cross section shall consist of the western half of the ultimate arterial cross section for this segment of HPB.
- ii. Designing and constructing the new interim intersection of HPB and WCR 32 (the “WCR 32/HPB Intersection”). Construction of this intersection shall minimize disruption to the existing 2-lane local east-west roadway, and this intersection shall tie back into the existing roadway as quickly as possible.
- iii. Designing and constructing the new interim intersection of HPB and WCR 34 (the “WCR 34/HPB Intersection”). Improvements at this intersection shall include all necessary interim auxiliary lanes and drainage improvements (including the North Creek floodplain crossing). WCR 34 is classified as an arterial roadway and improvements will need to extend to east and west to accommodate the interim expansion proposed at that location.

(b) **Weld County’s role and responsibilities related to the County Project.**

- i. Weld County shall serve as the “Lead Agency” for the design, construction, and project management of the County Project. As Lead Agency, Weld County shall be responsible for: overseeing the development and delivery of construction plans; conducting the procurement of a design-build contract in accordance with Weld County’s policies for competitive bidding; providing construction contract management, construction inspection, and quality assurance services; coordinating the design and construction of the County Project with public and private utilities and other agencies; and coordinating and managing public outreach and processes regarding the County Project.
- ii. Weld County shall include in any construction contract for the County Project a minimum two-year warranty period (the “Warranty Period”) on the improvements.
- iii. Weld County shall condemn or otherwise acquire all rights-of-way for the County Project and the ultimate arterial cross section for the County Project segment of HPB, including the ultimate WCR 32/HPB Intersection and

ultimate WCR 34/HPB Intersection, and temporary and permanent easements necessary for construction and ongoing maintenance of the County Project. Weld County will endeavor to acquire right-of-way within Mead's Boundaries in the name of the Town of Mead.

- iv. Subject to Subsections 2(c)i. and 2(c)vii. below, Weld County shall be responsible for all costs related to the County Project.
- v. Prior to releasing the County Project for construction, Weld County shall provide the construction plans for the County Project to Mead for Mead's review and approval. In addition, upon completion of the County's procurement process, Weld County shall notify Mead of the date of commencement of the County Project.
- vi. Weld County shall coordinate as necessary with the Developers on the design and construction, and schedule for construction, of the WCR 34/HPB Intersection.
- vii. Upon completion of the Warranty Period, including any extensions thereof, and the resolution of all warranty issues to Mead's satisfaction, Weld County shall:
 - 1) Submit a written request for final acceptance of the County Project improvements by Mead, which request shall include as-built drawings of the improvements and unconditional lien waivers that all claims and payments to be made in connection with construction of the improvements have been satisfied.
 - 2) Petition Mead to annex: (x) all rights-of-way for the County Project and the ultimate arterial cross section for this segment of HPB, including the ultimate WCR 32/HPB Intersection and ultimate WCR 34/HPB Intersection, located within the County Boundaries; and (y) those portions of the HPB right-of-way between the southernmost point of the County Project and Colorado State Highway 66 (collectively, the "County ROW").
- viii. Upon annexation by Mead of the County ROW, Weld County shall: (x) convey by deed to Mead the County Project any right-of-way (including improvements) located within Mead's Boundaries not previously acquired in the Town of Mead's name; and (y) assign to Mead any easements that were obtained by Weld County for the County Project that are necessary for ongoing repair and maintenance of the County Project improvements.

(c) Mead's role and responsibilities related to the County Project.

- i. If developers of land adjacent to the County Project area and within Mead's Boundaries contribute funds to the County Project, Mead agrees to pay those funds actually received by Mead to Weld County.
- ii. Mead shall have the right to review the final construction plans for the County Project, and Weld County shall not release those final plans for

construction until Mead has approved said plans.

- iii. Mead agrees to allow Weld County to construct the County Project within Mead's Boundaries.
- iv. Mead shall coordinate with Weld County, as necessary, where the Developer Project connects with the County Project on the design, construction, and schedule for construction. Mead shall notify Weld County of the date of commencement of the Developer Project.
- v. Subject to the Parties' compliance with the procedures and requirements of the Colorado Municipal Annexation Act of 1965, C.R.S. §§ 31-12-101 *et seq.*, the making of findings by the Mead Board of Trustees that applicable provisions of Section 30 of Article II of the Colorado Constitution and C.R.S. §§ 31-12-104 and 31-12-105 have been met, Mead agrees to annex the County ROW.
- vi. Upon annexation of the County ROW, resolution of all warranty issues for the County Project improvements to Mead's satisfaction, and receipt of as-built drawings and unconditional lien waivers as provided in Subsection 2(b)vii.1) above, Mead shall finally accept the County Project improvements and the County Project Easements.
- vii. Any cost savings paid to Weld County pursuant to Subsection 3(c)vii) below shall be treated as a proportional share back from Mead to Weld County for the WCR 34/HPB Intersection.

3. THE DEVELOPER PROJECT:

- (a) **Description of the Developer Project.** The Developer Project shall consist of designing and constructing an interim cross section of HPB from approximately three hundred (300) feet north of WCR 34 (i.e., where the County Project ends) to WCR 36 and an interim cross section of WCR 36 from the intersection of WCR 9.5 west to the termination of the WCR 36 Home Depot improvements.
- (b) **Design and construction of the Developer Project.** The Parties acknowledge and agree that the Developers shall be responsible for the design, construction, and project management of the Developer Project, and that details of the Developer Project and the Developers' obligations will be set forth in the Developers' Agreement. Without limiting the foregoing, the Parties further acknowledge and agree that the Developers' Agreement will establish Developers' monetary obligations described in Subsection 3(c) below and will require Developers to complete the Developer Project by December 31, 2025 (the "Developer Project Completion Date"). The Developer Project Completion Date may be extended with the approval of Weld County or by a force majeure event.
- (c) **Developer Project Cost.** The Parties anticipate that the maximum cost for the Developer Project will not exceed Six Million and No/100 Dollars (\$6,000,000.00) (the "Maximum Developer Project Cost"). The cost for the Developer Project shall be paid for and funded as follows:

- i. Pursuant to the Developers' Agreement, the Developers will advance all costs and expenses incurred in connection with the Developers' Project, and Mead will reimburse Developers the costs and expenses so incurred from the Developer Project Account (as such term is defined below); provided, however, that the Town will provide the Developers a one-time advanced disbursement of One Million and No/100 Dollars (\$1,000,000.00) from the Developer Project Account in accordance with the terms set forth in the Developers' Agreement.
- ii. W&H and MID will be required to each contribute One Million and No/100 Dollars (\$1,000,000.00) to the Developer Project, for a total contribution from Developers of Two Million and No/100 Dollars (\$2,000,000.00) (the "Developers' Contribution"). W&H and MID will be required to deposit the full amount of their contributions with Mead prior to commencement of construction of the Developer Project in accordance with the terms set forth in the Developer's Agreement.
- iii. Weld County shall contribute Three Million and No/100 Dollars (\$3,000,000.00) (the "County Contribution") to the Developer Project. This contribution will come from funds originally given to the Colorado Department of Transportation (CDOT) as a contribution toward the I-25 North Express Lanes – Segment 5 project. Weld County shall deposit the full amount of the County Contribution with Mead on or before fifteen (15) days after execution by the Parties of this Agreement. Notwithstanding the foregoing, Weld County may, in its discretion, contribute additional funds if and as they become available to the Developer Project; any such additional contributions shall be treated as County Contributions under this Agreement.
- iv. Mead shall contribute One Million and No/100 Dollars (\$1,000,000.00) ("Mead's Contribution") to the Developer Project. Mead will deposit the full amount of Mead's Contribution into the Developer Project Account (as defined below) prior to commencement of construction of the Developer Project in accordance with the terms set forth in the Developer's Agreement.
- v. Mead shall deposit the Developers' Contribution, the County Contribution, and Mead's Contribution into a separate interest-bearing account for the Developer Project, which account shall be established and managed by the Mead Treasurer (the "Developer Project Account"). Any interest earned on the Developer Project Account shall be credited to the account. The Developers' Agreement will establish a procedure for reimbursing costs and expenses incurred by Developers and Mead for the Developer Project from the Developer Project Account.
- vi. The Developers' Contribution shall be the first dollars spent on the Developer Project. The County Contribution shall be spent only after the full expenditure of the Developers' Contribution, and Mead's Contribution shall be spent only after the full expenditure of the Developers' Contribution and the County Contribution.

- vii. If the actual total cost for the Developer Project is less than the Maximum Developer Project Cost, the cost savings shall be paid to Weld County at the end of the warranty period for the Developer Project; provided, however, if the balance of the Developer Project Account exceeds fifteen percent (15%) of the Maximum Developer Project Cost (the “Warranty Security”) at the time of Mead’s conditional acceptance of the Developer Project, the amount in excess of the Warranty Security shall be paid to Weld County at the time of conditional acceptance.

(d) Weld County’s role and responsibilities related to the Developer Project.

- i. Weld County shall coordinate with Developers as set forth in Subsection 2(b)vi. above.
- ii. Weld County shall contribute funds to the Developer Project as set forth in Subsection 3(c)iii. above.

(e) Mead’s role and responsibilities related to the Developer Project.

- i. Mead shall serve as the reviewing and approval authority for the Developer Project consistent with Mead’s jurisdictional and regulatory authority.
- ii. Mead shall contribute funds to the Developer Project and maintain and distribute funds for the Developer Project as set forth in Subsection 3(c) above.
- iii. As will be set forth in detail in the Developers’ Agreement, in the event the Developers default on their obligation to commence, timely pursue completion of, or complete the Developer Project, Mead shall have the right but not the obligation to complete the Developer Project using funds from the Developer Project Account.

- 4. **TERM:** The term of this Agreement shall commence on the Effective Date and shall terminate upon the date that all obligations of the Parties under this Agreement have been satisfied, unless terminated earlier by mutual written agreement of the Parties. In addition, the Parties agree that each Party’s responsibilities under this Agreement are contingent upon the availability and appropriation of funds by Mead and Weld County. If either Party determines that it will be unable to fund the Project as provided in Subsections 3(c)ii. and 3(c)iii. above, then this Agreement may be terminated by either Party upon written notice being delivered to the other Party.
- 5. **ENTIRE AGREEMENT; AMENDMENTS:** This Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties and supersedes all prior contracts, proposals, representations, negotiations, letters of intent, whether written or oral, pertaining to the subject matter of this Agreement. No changes, alterations, or modifications to any of the provisions of this Agreement shall be effective unless contained in a written agreement signed by the Parties.
- 6. **ASSIGNMENT:** A Party shall not assign this Agreement or any rights or obligations of such Party under this Agreement without the prior written consent of the other Party.

7. **BINDING AGREEMENT:** This Agreement shall be binding upon and for the benefit of the Parties, their successors and assigns.
8. **NO THIRD-PARTY BENEFICIARIES:** This Agreement shall not confer any rights or remedies upon any person other than Weld County and Mead and their respect successors and assigns.
9. **CHOICE OF LAW; VENUE:** This Agreement shall be construed in accordance with the laws of the State of Colorado. In the event of any dispute between the Parties, the exclusive venue for dispute resolution shall be the District Court for and in Weld County, Colorado.
10. **SEVERABILITY:** If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable, this Agreement shall be construed and enforced without such provision to the extent that this Agreement is then capable of execution within the original intent of the Parties.
11. **NOTICES:** All notices or demands desired or required under this Agreement shall be deemed given: (i) when personally delivered; or (ii) after the lapse of five (5) days after mailing by registered or certified mail, postage pre-paid; or (iii) when sent by confirmed electronic mail, and addressed as follows:

To Mead: Erika Rasmussen
Town Engineer/Public Works Director
1341 WCR 34
Mead, CO 80542
E-Mail: erasmussen@townofmead.org

To Weld County: Curtis Hall
Public Works Director
P.O. Box 758, 1111 "H" Street
Greeley, CO 80632
E-Mail: chall@weld.gov

12. **NO WAIVER OF GOVERNMENTAL IMMUNITY; INSURANCE:** No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§24-10-101 *et seq.*, as applicable now or hereafter amended. Both Weld County and Mead shall name the other as additional insured for all standard coverages provided in each Party's general liability policy(ies) and covering liability of the insured arising out of bodily injury and/or property damage in connection with the work performed by either Party pursuant to the terms of this Agreement.
13. **SUBJECT TO APPROPRIATION:** The Parties understand and acknowledge that Mead and Weld County are subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR as no future appropriation of funds beyond the current fiscal year

is anticipated or expected. Notwithstanding anything in this Agreement to the contrary, all payment obligations of the Parties are expressly dependent and conditioned upon the continuing availability of funds for such party beyond the term of the party's current fiscal period ending upon the next succeeding December 31. Financial obligations of the Parties payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the individual paying party and other applicable law.

14. EXECUTION BY COUNTERPARTS; ELECTRONIC SIGNATURES: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24 71.3 101 to -121. 20.

15. AUTHORITY TO ENTER AGREEMENT: The signatures of those representatives of the Parties below affirm that they are authorized to enter into and execute this Agreement and that all necessary actions, notices, meetings, and/or hearings pursuant to any law required to authorize the execution of this Agreement have been made.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Signature Pages Follow.

ATTEST:

TOWN OF MEAD, COLORADO

By: _____
Mary E. Strutt, Town Clerk

By: _____
Colleen G. Whitlow, Mayor

APPROVED AS TO FORM:

By: _____
Marcus McAskin, Town Attorney

ATTEST:
WELD COUNTY Clerk to the Board

BOARD OF COUNTY COMMISSIONERS
WELD COUNTY, COLORADO

By: _____
Esther Gesick, Clerk to the Board

By: _____
Kevin Ross, Chair



Agenda Item Summary

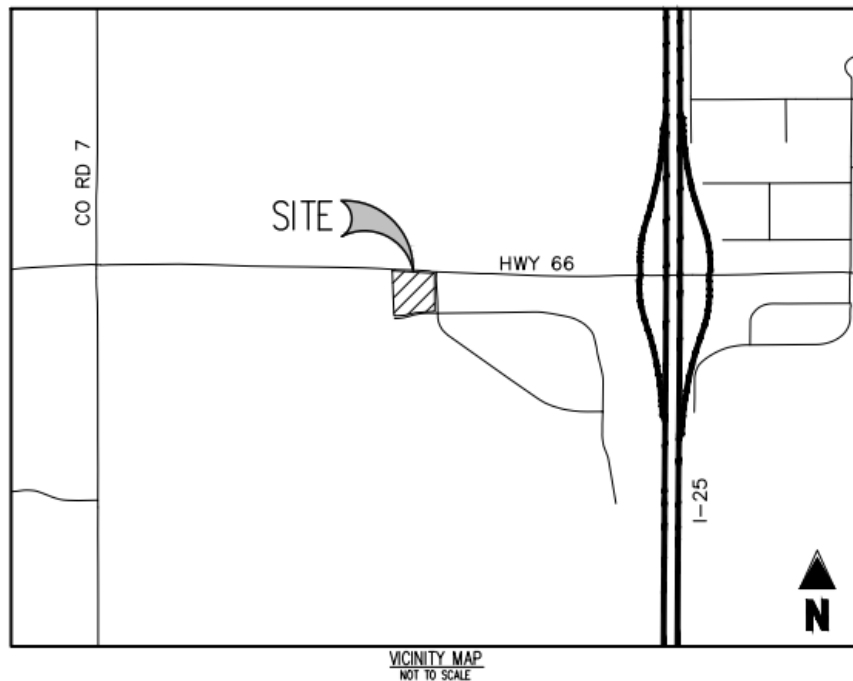
MEETING DATE: July 29, 2024

SUBJECT: **Ordinance No. 1058**– An Ordinance of the Town of Mead, Colorado, Approving with Conditions the Mead Crossings Amendment 3 Replat

PRESENTED BY: Collin Mieras, Planner II

SUMMARY

This is a request for the Board of Trustees to ratify staff's conditional administrative approval of the Mead Crossings Amendment 3 Replat application for an administrative replat (the "Replat"). The purpose of the Replat is to widen the existing trail easement along the eastern portion of Lot B. The widening of the easement is required to allow for the trail to go around electrical equipment that was placed in conflict with the original proposed trail location. The purpose of the Replat is only to widen the easement dedication – vacation of an existing easement or creation of a new easement is not necessary.



SITE DETAILS

Applicant:	Club Car Wash Mead, LLC
Property Owner:	Club Car Wash Mead, LLC
Property Location:	Generally located west of I-25 and south of Hwy 66
Zoning Classification:	Highway Commercial (HC)
Comp. Plan Designation:	Regional Commercial (RC)
Surrounding Land Uses:	
North	Highway Commercial (HC) – Town of Mead
South	Highway Commercial (HC) – Town of Mead
East	Highway Commercial (HC) – Town of Mead
West	Highway Commercial (HC) – Town of Mead

OVERVIEW

This is a request for the Board of Trustees to ratify staff’s conditional administrative approval of the Mead Crossings Amendment 3 administrative replat. The Replat widens the existing trail easement along the eastern portion of Lot B to allow for the trail to go around electrical equipment that was placed in conflict with the original proposed trail location. No existing easements are being vacated and no new easements are being created.

Pursuant to Section 16-4-110 of the Mead Municipal Code (“MMC”), this application is eligible for processing as an administrative plat because it meets the following conditions:

- a. The boundaries of ten (10) or fewer lots are changed;
- b. There is no increase in the number of lots;
- c. All resulting lots will comply with the requirements of this code. No lots are created that will result in the need for a zoning variance or an exception to the subdivision design standards;
- d. All required public improvements are installed and approved;
- e. There have not been other administrative plats within the same subdivision such that in combination with the proposed administrative plat they would circumvent the intent of this Section;
- f. The approval of the administrative plat will not violate any provisions of this Chapter.

REVIEW CRITERIA

Staff has reviewed the Replat application and found it to comply with Section 16-4-110 of the MMC, which contains the review criteria for administrative plats. The review criteria and staff’s explanation of how each criterion has been met are as follows:

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

This application proposes the widening of the existing trail easement along the eastern portion of Lot B. The easement, and both lots included in the Replat (Lot A and Lot B) meet all applicable requirements and standards of the MMC and Comprehensive Plan. As a result, the Replat represents a functional system of land use.

2. The development will substantially comply with this Code.

This Replat will not result in the creation of any additional lots. Lots A and B meet all applicable density and dimensional standards. The Replat contains the information required in Section 16-4-110 of the MMC. Other requirements governing the development of the lots have been met through the Town's site plan approval process.

3. All applicable technical standards have been met.

The Replat satisfies the technical standards required by Section 16-4-110 of the MMC, including north arrow, vicinity map, address, title, legal description, number of lots, survey monuments, and other relevant data.

ALTERNATIVES/OPTIONS

The Board may adopt Ordinance No. 1058 ratifying staff's conditional approval of the Mead Crossings Amendment 3 Replat, add conditions to Ordinance No. 1058, or choose not to adopt Ordinance No. 1058. Any decision by the Board not to adopt Ordinance No. 1058 shall be accompanied by a clear statement outlining which of the required review criteria the Board believes has not been met.

STAFF RECOMMENDATION/ACTION REQUIRED

Approval of the July 29, 2024, consent agenda will approve the ordinance.

If the Board of Trustees pulls this item from the consent agenda for questions or additional discussion, Staff recommends the following motion for approval of the ordinance:

Suggested Motion:

"I move to approve Ordinance No. 1058, an Ordinance Approving with Conditions the Mead Crossings Amendment 3 Replat, Based on Staff Approval and Satisfaction of Replat Review Criteria Set Forth in Section 16-4-110 of the Mead Municipal Code."

ATTACHMENTS

Ordinance No. 1058
Mead Crossings Amendment 3 Replat

**TOWN OF MEAD, COLORADO
ORDINANCE NO. 1058**

**AN ORDINANCE OF THE TOWN OF MEAD, COLORADO,
APPROVING WITH CONDITIONS THE MEAD CROSSINGS
AMENDMENT 3 REPLAT**

WHEREAS, the Town of Mead is authorized to regulate the subdivision of land pursuant to Title 31, Article 23, C.R.S. and the Town of Mead Land Use Code, such Land Use Code being Chapter 16 of the Mead Municipal Code (“MMC”) to regulate the subdivision of land; and

WHEREAS, CLUB CAR WASH MEAD, LLC, a Delaware limited liability company (the “Applicant”) has submitted to the Town an application for an administrative replat designated as the MEAD CROSSINGS AMENDMENT 3 (“Replat”) for certain property generally located south of State Highway 66 and west of Interstate 25, within the Mead Crossings subdivision, in the Town of Mead, Colorado, as more particularly described in EXHIBIT 1 attached to this Ordinance and incorporated by this reference (the “Property”); and

WHEREAS, the Applicant is the fee owner of the Property; and

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

WHEREAS, the Applicant is proposing the Replat in order to widen an existing trail easement on Lot B of the proposed Replat; and

WHEREAS, the administrative record for this matter includes, but is not limited to, the MMC, 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 Replat, any and all submittals by the Owner, Applicant, and members of the public, and the tape recordings and minutes of the Board of Trustees meeting at which the Replat was considered; and

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

WHEREAS, the Board of Trustees has determined that the Replat meets all applicable requirements of the applicable provisions of the MMC and that the review criteria set forth in Section 16-4-110 of the MMC have been satisfied; and

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

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

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

Section 2. The administrative replat designated as the MEAD CROSSINGS AMENDMENT 3, is approved subject to the following conditions of approval:

- a. The Applicant shall resolve and correct any technical issues as directed by Town Staff prior to signature of Town officials on the Replat; and
- b. The Applicant shall pay all fees and cost incurred by the Town and its consultants in reviewing and processing the Replat application, including recording fees.

Section 3. Following the satisfaction of the conditions set forth in Section 2 of this Ordinance, the Mayor is authorized to sign the Replat on behalf of the Town, and the Town Clerk may attest the signature of the Mayor on the Replat.

Section 4. Subject to review and approval of the Replat mylar by the Town Staff, and satisfaction of the conditions set forth in a. through b. in Section 2 above, the Mayor and other Town officials, as applicable, are hereby authorized to sign the Replat mylar and cause the same to be recorded in the real property records of Weld County, Colorado.

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

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

Section 7. 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 8. Repealer. All ordinances or resolutions, or parts thereof, in conflict with this Ordinance are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such ordinances or resolutions, nor revive any ordinances or resolutions thereby.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 29TH DAY OF JULY, 2024.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

EXHIBIT 1

**PROPERTY LEGAL DESCRIPTION
(MEAD CROSSINGS AMENDMENT 3 REPLAT)**

LOTS A AND B, MEAD CROSSINGS AMENDMENT 2, ACCORDING TO THE PLAT THEREOF
RECORDED NOVEMBER 29, 2023 AT RECEPTION NO. 4932973, COUNTY OF WELD, STATE OF
COLORADO.

CERTIFICATE OF OWNERSHIP AND DEDICATION:

THE UNDERSIGNED IS THE OWNER(S) OF CERTAIN LANDS IN MEAD, COLORADO, DESCRIBED HEREIN, AND BY THIS PLAT, AS APPLICABLE: (1) HAS CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS, BLOCKS, TRACTS, STREETS, OR OTHER DESIGNATED PARCELS, AS APPLICABLE, UNDER THE NAME OF MEAD CROSSINGS AMENDMENT 3; (2) HEREBY DEDICATE(S) TO THE TOWN OF MEAD ("TOWN"), IN FEE SIMPLE ABSOLUTE WITH MARKETABLE TITLE, ALL STREETS, ROADWAYS, AND ADDITIONS THERETO DEPICTED OR BY NOTE OR NOTATION REFERENCED HEREON (UNLESS OF PRIOR RECORD OR DESIGNATED HEREON AS "PRIVATE"), FOR PUBLIC ROAD AND ASSOCIATED PURPOSES; (3) FURTHER DEDICATE(S) AND GRANT(S) UNTO THE TOWN SUCH EASEMENTS AS ARE DEPICTED OR BY NOTE OR NOTATION REFERENCED HEREON (EXCEPT THOSE OF PRIOR RECORD), FOR THE USES AND PURPOSES SO INDICATED, EITHER DIRECTLY OR THROUGH APPLICABLE SERVICE PROVIDERS, ALONG WITH THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR THE PURPOSE NAMED ON THE EASEMENT, INCLUDING AS APPLICABLE THE INSTALLATION, MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND/OR FACILITIES OR SERVICES CONSISTENT WITH THE EASEMENT'S PURPOSE; AND (4) ACKNOWLEDGES THE FOLLOWING: A) NOTATIONS OR REFERENCES TO "R.O.W." OR "RIGHT-OF-WAY," WITH REGARD TO STREETS OR STREET WIDTHS, ARE NOT INTENDED TO IMPLY AN EASEMENT OR OTHER INTEREST LESS THAN FEE SIMPLE, AND ALL STREETS, ROADS, LANES, DRIVES, COURTS, AND SIMILARLY-DESIGNATED WAYS INTENDED TO BE DEDICATED BY THIS PLAT ARE DEDICATED IN FEE SIMPLE; B) THE TOWN DOES NOT ACCEPT ANY DUTY OF MAINTENANCE OF THE EASEMENTS, OR OF IMPROVEMENTS IN THE EASEMENTS THAT ARE NOT OWNED BY THE TOWN, AND FURTHER RESERVES ITS RIGHTS TO REMOVE OR REQUIRE THE OWNER(S) TO REMOVE, AT THE EXPENSE OF THE OWNER(S), ANY OBJECTS IN THE EASEMENTS THAT INTERFERE WITH THEIR USE AND ENJOYMENT FOR THEIR INTENDED PURPOSE; C) THE RIGHTS GRANTED TO THE TOWN BY THIS PLAT INURE ALSO TO THE BENEFIT OF ITS AGENTS, LICENSEES, PERMITTEES AND ASSIGNS; D) ALL CONDITIONS, TERMS AND SPECIFICATIONS DESIGNATED OR DESCRIBED HEREIN SHALL BE BINDING ON THE OWNER(S) AND THE HEIRS, SUCCESSORS AND ASSIGNS OF THE OWNER(S); AND E) THE SIGNATURE HEREON OF ANY REPRESENTATIVE OF A PARTNERSHIP, LIMITED LIABILITY COMPANY, OR CORPORATE ENTITY, AS APPLICABLE, INDICATES THAT ALL REQUIRED APPROVALS HAVE BEEN OBTAINED.

LOTS A AND B, MEAD CROSSINGS AMENDMENT 2, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 29, 2023 AT RECEPTION NO. 4932973, COUNTY OF WELD, STATE OF COLORADO.

THIS PLAT CONTAINS 2.773 ACRES, 120,804 SQUARE FEET, MORE OR LESS, TOGETHER WITH AND SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY EXISTING AND/OR OF PUBLIC RECORD.

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

CLUB CAR WASH MEAD, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____

NAME: _____

TITLE: _____

STATE OF _____)

_____) SS

COUNTY OF _____)

THE FOREGOING CERTIFICATE OF OWNERSHIP AND DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____, BY _____, AS _____ OF _____, A _____.

WITNESS MY HAND AND SEAL:

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CERTIFICATE OF LIENHOLDER/DEED OF TRUST HOLDER

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS A LAWFUL LIENHOLDER/DEED OF TRUST HOLDER AS TO THE REAL PROPERTY DESCRIBED IN THIS ADMINISTRATIVE PLAT, DOES HEREBY CERTIFY THAT IT ACCEPTS THE CONDITIONS AND RESTRICTIONS SET FORTH IN THIS ADMINISTRATIVE PLAT, AND DOES HEREBY SUBORDINATE ITS INTERESTS IN THE PROPERTY DESCRIBED IN THIS ADMINISTRATIVE PLAT TO THE FEE SIMPLE DEDICATIONS AND GRANTS OF EASEMENTS (IF ANY) HEREBY PROVIDED TO THE TOWN OF MEAD.

MIDCAP FINANCIAL TRUST, A DELAWARE STATUTORY TRUST, AS ADMINISTRATIVE AGENT FOR THE LENDERS.

BY: APOLLO CAPITAL MANAGEMENT, L.P.

ITS: INVESTMENT MANAGER

BY: APOLLO CAPITAL MANAGEMENT GP, LLC

ITS: GENERAL PARTNER

BY: _____

NAME: _____

TITLE: _____

THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY, IN THE STATE AFORESAID, DOES HEREBY CERTIFY THAT _____ OF APOLLO CAPITAL MANAGEMENT, GP, LLC, IN ITS CAPACITY AS GENERAL PARTNER OF APOLLO CAPITAL MANAGEMENT, L.P., IN ITS CAPACITY AS INVESTMENT MANAGER OF MIDCAP FINANCIAL TRUST, A DELAWARE STATUTORY TRUST, WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH AUTHORIZED SIGNATORY, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE SIGNED AND DELIVERED THE SAID INSTRUMENT AS HIS OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID STATUTORY TRUST, FOR THE USES AND PURPOSES THEREIN SET FORTH.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY SEAL

NAME: _____

MY COMMISSION EXPIRES: _____

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

CB CORPORATE FINANCE, LLC, AS ADMINISTRATIVE AGENT FOR THE BENEFIT OF THE LENDERS

BY: _____

NAME: _____

TITLE: _____

STATE OF _____)

_____) SS

COUNTY OF _____)

THE FOREGOING CERTIFICATE OF OWNERSHIP AND DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____, BY _____, AS _____ OF _____, A _____.

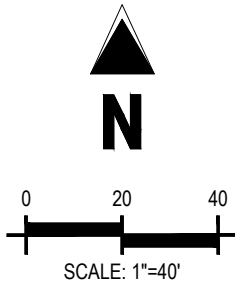
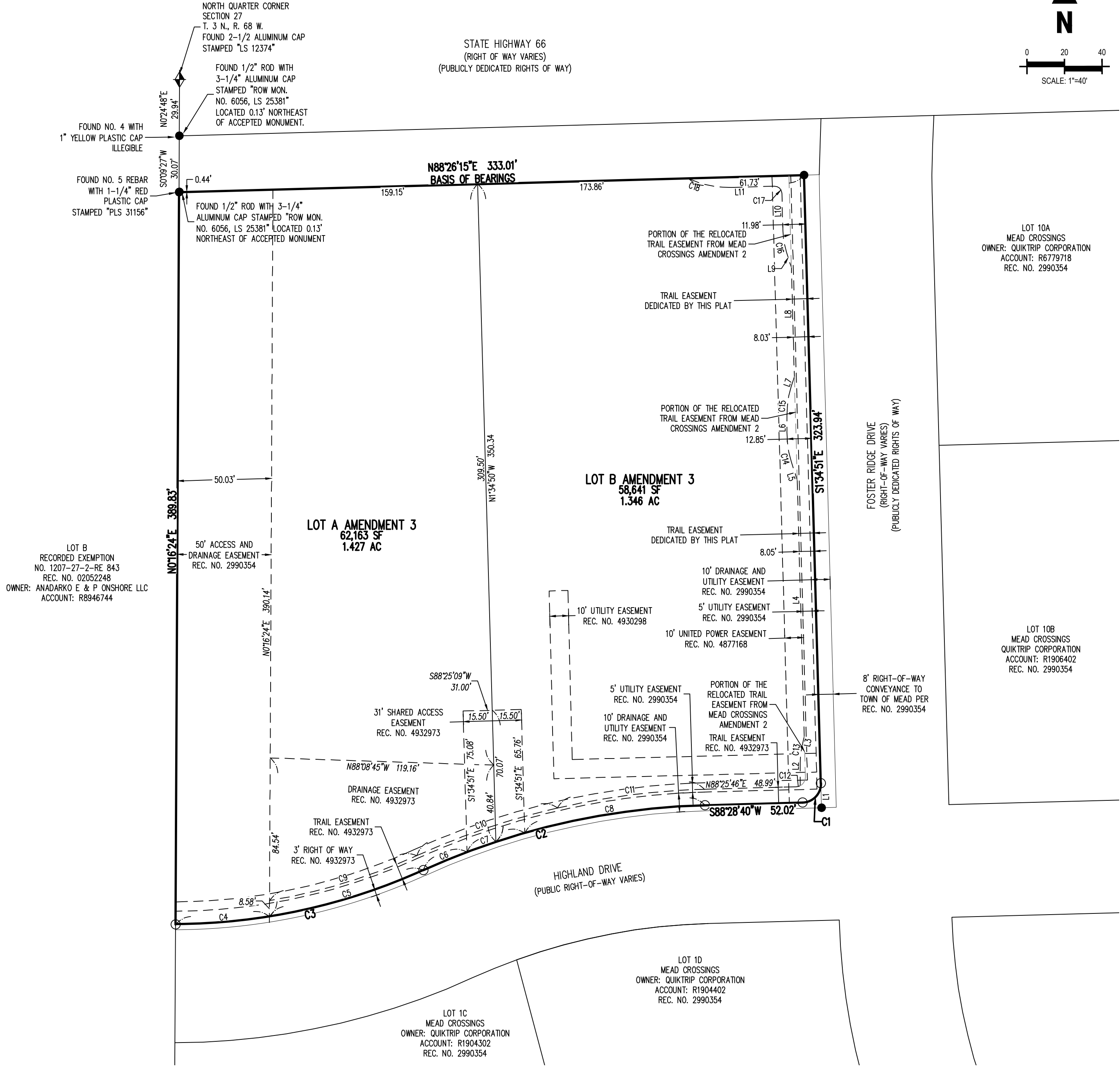
WITNESS MY HAND AND SEAL:

NOTARY PUBLIC

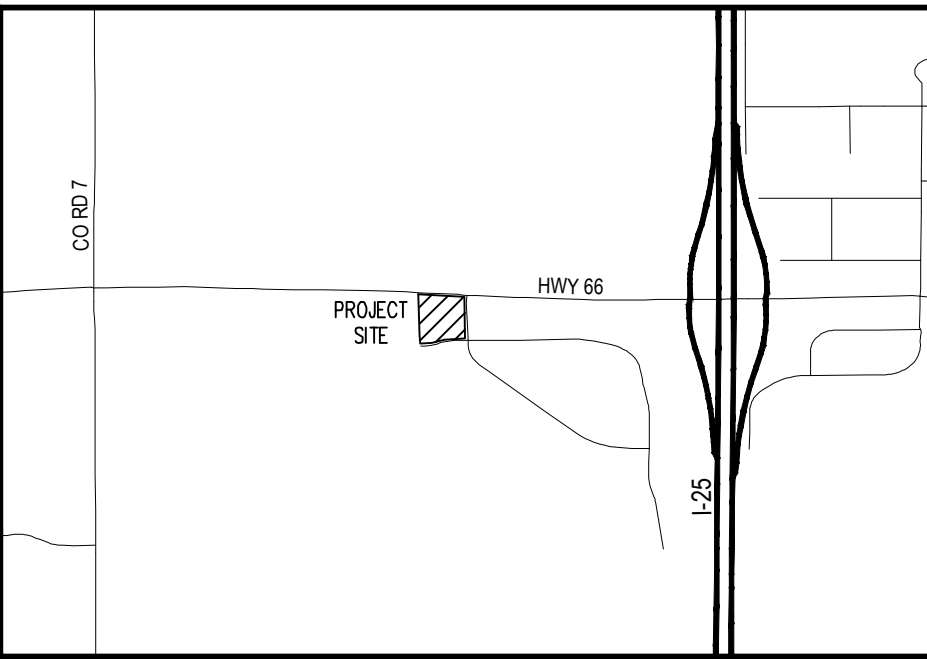
MY COMMISSION EXPIRES: _____

MEAD CROSSINGS AMENDMENT 3

AN ADMINISTRATIVE REPLAT OF MEAD CROSSINGS AMENDMENT 2,
LOCATED IN THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 3
NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF MEAD, COUNTY OF
WELD, STATE OF COLORADO



PARCEL LINE SEGMENT TABLE		
LINE TAG #	BEARING	LENGTH (FT)
L1	S13°34'51\"E	13.01
L2	N0°00'00\"E	12.34
L3	N12°49'43\"E	5.02
L4	N1°34'14\"W	136.27
L5	N17°25'26\"W	10.64
L6	N0°00'00\"E	9.24
L7	N17°25'26\"E	5.58
L8	N1°34'14\"W	58.02
L9	N17°25'26\"W	8.79
L10	N1°34'14\"W	19.93
L11	S88°28'15\"W	22.79



PARCEL CURVE SEGMENT TABLE					
CURVE TAG #	DELTA	LENGTH (FT)	RADIUS (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	90°00'05\"	15.72	10.00	S43°26'54\"W	14.15
C2	16°45'02\"	113.43	388.00	S80°04'32\"W	113.03
C3	24°12'35\"	136.09	322.08	S77°40'14\"W	135.08
C4	8°56'12\"	50.24	322.10	N85°18'25\"E	50.19
C5	15°16'20\"	85.85	322.09	N73°12'07\"E	85.60
C6	3°43'30\"	25.23	388.00	N67°25'56\"E	25.22
C7	4°46'53\"	32.38	388.00	N71°41'08\"E	32.37
C8	14°22'29\"	97.34	388.00	N81°15'49\"E	97.09
C9	15°00'45\"	82.14	313.50	N73°03'15\"E	81.91
C10	11°27'29\"	79.28	396.44	N71°16'37\"E	79.15
C11	11°25'48\"	79.08	396.38	N82°43'03\"E	78.94
C12	25°20'58\"	2.21	5.00	N75°45'17\"E	2.19
C13	12°49'43\"	9.18	41.00	N6°24'51\"E	9.16
C14	17°25'26\"	15.51	51.00	N8°42'43\"W	15.45
C15	17°25'26\"	15.51	51.00	N8°42'43\"E	15.45
C16	15°51'12\"	11.34	41.00	N9°29'50\"W	11.31
C17	89°59'31\"	6.28	4.00	N46°34'00\"W	5.66
C18	26°45'44\"	23.82	51.00	N78°10'53\"W	23.61

TOWN ENGINEER CERTIFICATE:

THE ADMINISTRATIVE PLAT SHOWN HEREON HAS BEEN REVIEWED BY THE TOWN ENGINEER AND APPROVED AS TO FORM THIS _____ DAY OF _____, 20____.

TOWN ENGINEER

CERTIFICATE OF APPROVAL BY THE BOARD OF TRUSTEES:

THIS ADMINISTRATIVE PLAT OF MEAD CROSSINGS AMENDMENT 3, A SUBDIVISION IN THE TOWN OF MEAD, COLORADO, IS APPROVED AND ACCEPTED BY ORDINANCE NO. _____, PASSED AND ADOPTED AT THE REGULAR MEETING OF THE BOARD OF TRUSTEES OF MEAD, COLORADO, HELD ON _____, 20____, AND RECORDED ON _____ AS RECEPTION NO. _____. IN THE RECORDS OF THE CLERK AND RECORDER OF WELD COUNTY, COLORADO, BY THE BOARD OF TRUSTEES OF MEAD, COLORADO. THE DEDICATIONS, IF ANY, OF PUBLIC STREETS, PUBLIC RIGHTS-OF-WAY, PARKS, OPEN SPACES, PUBLIC EASEMENTS AND OTHER PLACES DESIGNATED OR DESCRIBED FOR PUBLIC USES AS SHOWN HEREON AND SUCH OTHER EASEMENTS SHOWN HEREON FOR THE PURPOSES SHOWN ARE HEREBY ACCEPTED. ALL CONDITIONS, TERMS AND SPECIFICATIONS DESIGNATED OR DESCRIBED HEREIN SHALL BE BINDING ON THE OWNER, ITS HEIRS, SUCCESSORS AND ASSIGNS.

ALL EXPENSES INCURRED WITH RESPECT TO IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING OF STREETS, GRADING, LANDSCAPING, CURBS, GUTTERS, SIDEWALKS AND WALKWAYS, ROAD LIGHTING, ROAD SIGNS, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES AND OTHER IMPROVEMENTS THAT MAY BE REQUIRED TO SERVICE THE SUBDIVISION SHALL BE THE RESPONSIBILITY OF THE OWNER(S) AND NOT THE TOWN. THE CONSTRUCTION OF IMPROVEMENTS BENEFITING THE SUBDIVISION AND THE ASSUMPTION OF MAINTENANCE RESPONSIBILITY FOR SAID IMPROVEMENTS BY THE TOWN OR OTHER ENTITIES SHALL BE SUBJECT TO A SEPARATE SUBDIVISION IMPROVEMENT AGREEMENT.

THIS ACCEPTANCE OF THE ADMINISTRATIVE PLAT DOES NOT GUARANTEE THAT THE SOIL CONDITIONS, SUBSURFACE GEOLOGY, GROUNDWATER CONDITIONS OR FLOODING CONDITIONS OF ANY LOT SHOWN HEREON ARE SUCH THAT A BUILDING PERMIT WILL BE ISSUED FOR THAT LOT.

MAYOR

ATTEST: _____

TOWN CLERK

CERTIFICATE OF FINAL STAFF REVIEW AND APPROVAL:

THE ADMINISTRATIVE PLAT SHOWN HEREON HAS BEEN REVIEWED AND APPROVED BY THE TOWN OF MEAD STAFF, WITH SUBMITTAL THEREAFTER TO THE BOARD OF TRUSTEES FOR ACCEPTANCE BY ORDINANCE, THIS _____ DAY OF _____, 20____.

TOWN MANAGER

SURVEYOR'S CERTIFICATE:

I, READE COLIN ROSELLES, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ADMINISTRATIVE PLAT SHOWN HEREON IS A CORRECT DELINEATION OF THE ABOVE DESCRIBED PARCEL OF LAND.

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

BY: READE C. ROSELLES, PLS# 37911

LEGEND		
	ALIQUOT MONUMENT (DESCRIBED AS FOLLOWS)	
	FOUND 24\"/>	
	SET 24\"/>	
REC. NO.	RECEPTION NUMBER	
ROW	RIGHT-OF-WAY	
_____	PROPERTY LINE	
_____	ADJACENT PROPERTY LINE	
---	EASEMENT	
---	RELOCATED TRAIL EASEMENT FROM MEAD CROSSINGS AMENDMENT 2	

LAND USE	NUMBER OF LOTS	ACRES	PERCENT OF THE PROJECT (ACRES)
LAND USE - COMMERCIAL	2	2.773	100.0
PUBLIC OPEN SPACE	N/A		
RIGHT-OF-WAY	N/A		
HOA OWNED & MAINTAINED OPEN SPACE	N/A		
GROSS ACRES:		2.773	100.0

Galloway

5265 Ronald Reagan Blvd., Suite 210
Johnstown, CO 80534
970.800.3300
gallowayus.com

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MEAD CROSSINGS AMENDMENT 3

AN ADMINISTRATIVE REPLAT OF MEAD CROSSINGS
AMENDMENT 2, LOCATED IN THE NORTHEAST QUARTER
OF SECTION 27, TOWNSHIP 3 NORTH, RANGE 68 WEST OF
THE 6TH P.M., TOWN OF MEAD, COUNTY OF WELD, STATE
OF COLORADO

#	Date	Issue / Description	Init.
1			
2			
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20			

Project No:	CCW000005.10
Drawn By:	ACS
Checked By:	RCR
Date:	07/08/2024



Agenda Item Summary

MEETING DATE: Board of Trustees – July 29, 2024
SUBJECT: Public Hearing: AMK Annexation and Establishment of Initial Zoning
Continued from June 10, 2024
PRESENTED BY: Collin Mieras, Planner II

SUMMARY

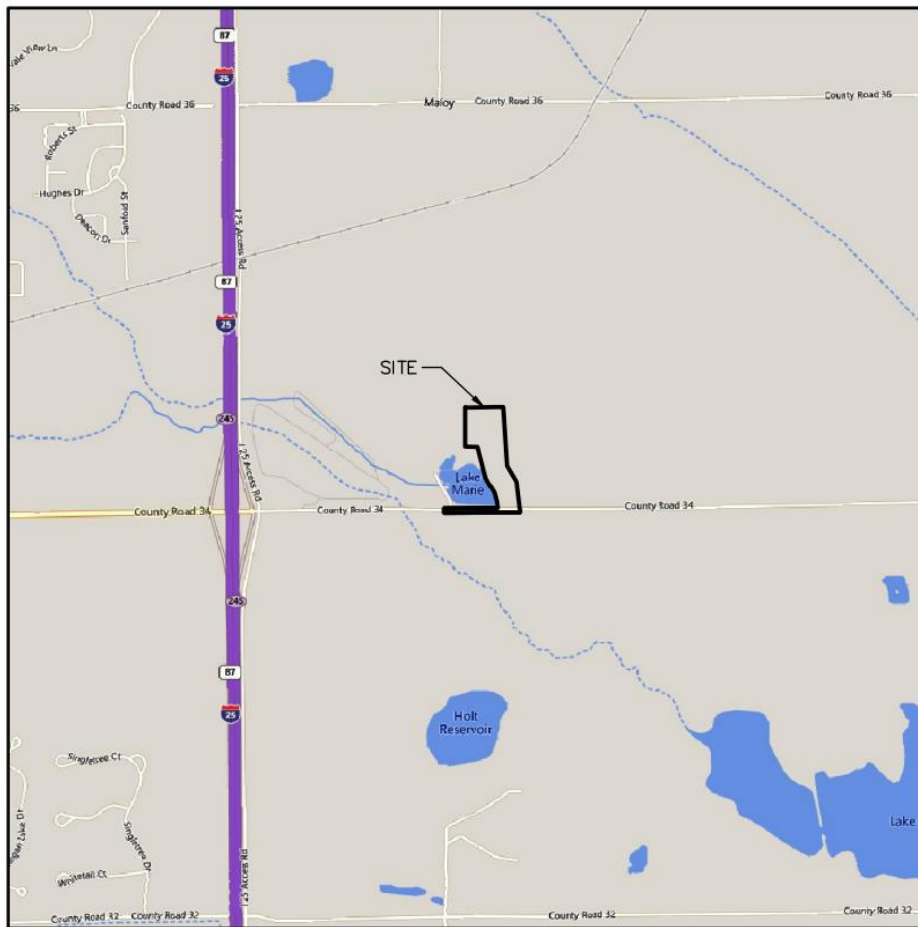
- **Ordinance No. 1059** – Approving the AMK Annexation
- **Ordinance No. 1060** – Establishing Initial Zoning
- **Ordinance No. 1061** – Approving the Annexation Agreement

This Agenda Item Summary (AIS) has been prepared for the proposed annexation known as the AMK Annexation (“Annexation”). The Annexation area includes approximately 13.521 acres located north of Weld County Road (“WCR”) 34 and east of I-25 (“Property”), as more fully described in the AMK Zoning Map attached as Exhibit 2 to Ordinance 1060. The Property is in unincorporated Weld County and zoned for agricultural use. The Owner, AMK Properties, LLC, has requested Light Industrial (LI) zoning upon annexation.

At their regularly scheduled meeting on May 15, 2024, after conducting a public hearing, the Planning Commission unanimously recommended approval of the Annexation and establishment of Light Industrial (LI) zoning for the property to the Board of Trustees.

At the June 10, 2024 regular meeting of the Board of Trustees, after conducting the eligibility public hearing, the Board unanimously passed and adopted Resolution 51-R-2024, which confirms that the AMK Annexation meets all applicable statutory requirements and is eligible for annexation to the Town of Mead. At the June 10, 2024 regular meeting, the Board also opened and continued the public hearing regarding the establishment of initial zoning to the July 29th regular meeting of the Board of Trustees.

Staff recommends that the Board of Trustees: (1) approve the Annexation; (2) establish the initial zoning of the AMK Annexation as Light Industrial (LI), consistent with the Mead Comprehensive Plan land use designation, and (3) approve the AMK Annexation Agreement.



VICINITY MAP

DETAIL OF REQUEST

Applicant(s):	AMK Properties, LLC
Property Owner(s):	AMK Properties, LLC
Property Location:	4665 WCR 34, Platteville, CO 80651; generally located north of WCR 34 and east of Interstate 25
Current Zoning (Weld County):	Agricultural
Proposed Zoning (Mead):	Light Industrial (LI) Zoning District
Comp. Plan Designation:	Planned Industrial Mixed-Use (PI)
Surrounding Land Uses:	<u>North:</u> Raterink and Postle Industrial Developments; Town of Mead Light Industrial Zoning <u>East:</u> Single-Family Home; Weld County Agricultural Zoning. <u>South:</u> Single-Family Home; Weld County Agricultural Zoning <u>West:</u> Single-Family Home; Weld County Residential Zoning

OVERVIEW

Applicant initiated annexation proceedings and submitted a Petition for Annexation on or about April 22, 2024 (“Petition”). On April 29, 2024, the Board of Trustees found that the Petition substantially complies with statutory requirements and adopted Resolution No. 37-R-2024 (“Resolution”), which also set the hearing date to consider annexing and zoning the Property (“Eligibility Hearing”) for June 10, 2024. The Resolution further referred the annexation and initial zoning application to the Planning Commission, which recommended approval of the annexation and establishment of initial Light Industrial (LI) zoning after a hearing held on May 15, 2024 (Resolution No. 02-PC-2024 attached hereto). On June 10, 2024, after conducting the Eligibility Hearing, the Board of Trustees unanimously approved Resolution 51-R-2024, which set forth that the AMK Annexation meets all applicable statutory requirements and is eligible for annexation to the Town of Mead. At the June 10, 2024 regular meeting, the Board also opened and continued the public hearing regarding the establishment of initial zoning to the July 29th regular meeting of the Board of Trustees.

Staff provided the draft Annexation Agreement (“Agreement”) to the Applicant in accordance with Sec. 16-8-110 of the MMC. The Agreement has been finalized by the Applicant and Town Staff, and has been executed by the Applicant. An executed copy of the Agreement is on file with the Town Clerk.

The Board of Trustees is asked to consider approval of the Annexation and Agreement, as well as establish the initial zoning of the Property (following the conclusion of the duly-noticed public hearing). The Board of Trustees has legislative discretion as to whether to approve the Annexation. Based on the Planning Commission’s determination, Town Staff recommends that the Board of Trustees: (1) approve the Annexation and Agreement; and (2) establish the initial zoning of the Annexation parcel as the Light Industrial Zoning District.

REVIEW CRITERIA ANALYSIS

Annexation Eligibility Review Criteria, MMC Section 16-8-50

As set forth above, the eligibility hearing has already been completed (see Resolution 51-R-2024, attached to this AIS and incorporated herein by reference).

Zoning Review Criteria, MMC Section 16-3-160

The notice requirements of Section 16-3-160 of the MMC have been satisfied and the Board of Trustees has jurisdiction to conduct the public hearing on the proposed zoning map amendment.

The establishment of initial zoning is subject to review against the six (6) criteria set forth in MMC Section 16-3-160. Only ONE of the following criteria must be met for the proposed zoning to be approved:

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

The zoning request meets criterion 2 listed below:

“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.”

Following the effective date of the annexation of the Property (if ultimately approved by the Board of Trustees), the jurisdiction that governs the Property will change from Weld County to the Town of Mead. State law requires that property annexed to the Town be zoned within 90 days of the effective date of annexation.

Town staff is recommending that the initial zoning of the Property be established as Light Industrial (LI) as more particularly shown and set forth in the Zoning Map, in compliance with the *2018 Mead Comprehensive Plan* (“Comprehensive Plan”). The Comprehensive Plan designates the Property as Planned Industrial Mixed Use, which correlates with LI zoning for purposes of the Land Use Code, MMC Chapter 16. The proposed zoning therefore complies with the Comprehensive Plan.

ALTERNATIVES/OPTIONS

C.R.S. § 31-12-111 provides as follows:

“If the resolution of the governing body adopted pursuant to Section 31-12-110 determines that the applicable provisions of Section 30 of Article II of the State constitution and Sections 31-12-104 and 31-12-105 have been met, and further determines that an election is not required under Section 31-12-107(2), and does not determine that additional terms and conditions are to be imposed, the governing body may thereupon annex the area proposed to be annexed by ordinance.”

In this case, the Property has already been determined to be eligible for annexation to the Town of Mead (see Resolution 51-R-2024, attached to this AIS and incorporated herein by reference).

The Board may therefore proceed to annex the Property by ordinance without election. Alternatively, the Board of Trustees may also opt to continue this item to a time and date certain for future consideration if additional information is required by the Board regarding the merits of the annexation of the Property or the proposed LI zoning. Staff recommends that the Board of Trustees confer with the Town Attorney if the Board: (1) seeks to deny the Annexation; or (2) seeks to assign a zoning district other than the LI zoning recommended by the Planning Commission and Town Staff.

FINANCIAL CONSIDERATIONS

None.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends that, following the conclusion of the public hearing, the Board of Trustees proceed to approve Ordinances Nos. 1059, 1060, 1061, annexing the Subject Property to the Town of Mead, establishing the initial zoning of the Subject Property as Light Industrial (LI), and approving the Annexation Agreement with the Owner/Applicant. Suggestions motions are set forth below.

Suggested Motions:

Ordinance No. 1059 (**Annexation**)

“I move approval of Ordinance No. 1059, an Ordinance of the Town of Mead, Colorado, Annexing Certain Territory Known as the AMK Annexation to the Town of Mead”

Ordinance No. 1060 (**Establishment of Initial Zoning**)

“I move approval of the Ordinance No. 1060, and Ordinance of the Town of Mead, Colorado, Approving the Initial Zoning of Property Known as the AMK Annexation and Amending the Official Zoning Map of the Town of Mead, Based on a Finding that Applicable Zoning Review Criteria Set Forth in Mead Municipal Code Section 16-3-160 have been satisfied, as detailed in the agenda item summary report prepared for the July 29, 2024 continued public hearing.”

Ordinance No. 1061 (**Annexation Agreement**)

“I move approval of ordinance no. 1061, an Ordinance of the Town of Mead, Colorado, approving an annexation agreement with AMK Properties LLC for the AMK Annexation”

ATTACHMENTS

PC Resolution No. 02-PC-2024 (Recommending Approval, Attachments not included)

Resolution No. 51-R-2024 (Eligibility Resolution, Attachments not included)

Annexation Petition

Annexation Maps

Zoning Map

Ordinance No. 1059 (Approving Annexation)

Ordinance No. 1060 (Establishing Initial Zoning)

Ordinance No. 1061 (Approving Annexation Agreement)

**TOWN OF MEAD, COLORADO
PLANNING COMMISSION
RESOLUTION NO. 02-PC-2024**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE TOWN OF
MEAD, COLORADO RECOMMENDING APPROVAL OF THE AMK
ANNEXATION, AND FURTHER RECOMMENDING THE ESTABLISHMENT
OF INITIAL ZONING FOR THE SUBJECT PROPERTY AS LIGHT
INDUSTRIAL (LI)**

WHEREAS, by petition for annexation submitted to the Town of Mead by AMK Properties, LLC (the “Annexation Petition”), annexation proceedings have been initiated for certain real property generally described as the AMK Annexation, consisting of a total of 13.52 acres more or less, as described more particularly in **Exhibit 1** attached hereto (“Subject Property”); and

WHEREAS, AMK Properties, LLC is the fee owner of the Subject Property (“Owner”); and

WHEREAS, copies of the Annexation Petition and AMK Annexation Map (“Annexation Map”) have been distributed to the Planning Commission and are on file with the Town Clerk; and

WHEREAS, the Subject Property is currently located in unincorporated Weld County; and

WHEREAS, C.R.S. § 31-12-115(2) requires that property annexed to the Town must be zoned pursuant to the Town’s zoning regulations within ninety (90) days after the effective date of the annexation; and

WHEREAS, the Owner has initiated zoning proceedings for the Subject Property and is proposing that the Subject Property be rezoned from Weld County Agricultural to Town of Mead Light Industrial (LI) Zoning District, as more particularly shown in the “**AMK ZONING MAP**” a copy of which is attached to this Resolution as **Exhibit 2** (“Proposed Zoning Map”); and

WHEREAS, in accordance with Sections 16-8-90 and 16-3-160 of the *Mead Municipal Code* (“MMC”), the Planning Commission held a duly noticed public hearing on May 15, 2024, to consider the proposed annexation of the Subject Property and the establishment of initial zoning of the Subject Property; and

WHEREAS, the Planning Commission has reviewed the Annexation Petition, the Annexation Map, the Proposed Zoning Map, and other materials distributed to the Planning Commission by Town Staff at or prior to the May 15, 2024 meeting and public hearing, and desires to recommend to the Board of Trustees that the Board of Trustees proceed to annex the Subject Property and establish the initial zoning designation of the Subject Property as Light Industrial (LI) Zoning District, as specifically shown in the Proposed Zoning Map.

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

Section 1. The Planning Commission has reviewed the proposed annexation of the Subject Property prior to making a recommendation to the Board of Trustees, as required by Section 16-8-90 of the MMC. The Planning Commission further finds that the public hearing on the proposed establishment of initial zoning for the Subject Property was held, conducted and concluded in accordance with Section 16-3-160 of the MMC.

Section 2. The Planning Commission recommends approval of the annexation of the Subject Property, and therefore recommends that the Board of Trustees proceed to approve the annexation of the Subject Property, as more particularly described in the Annexation Petition and Annexation Map, on terms and conditions acceptable to the Board of Trustees.

Section 3. The Planning Commission recommends approval of the Light Industrial (LI) zoning designation of the Subject Property, based on a finding that the criteria set forth in Section 16-3-160(e)(2) have been satisfied; specifically, an amendment to the Town's official zoning map is supported due to changed or changing conditions in a particular area or in the Town generally. The Planning Commission recommends that the Board of Trustees proceed to establish the initial zoning of the Subject Property as Light Industrial (LI) Zoning District, in accordance with the Proposed Zoning Map.

Section 4. Town Staff shall cause a copy of this Resolution to be provided to the Board of Trustees on or before the date of the eligibility hearing, as required by Section 16-8-90 of the MMC.

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

INTRODUCED, READ, PASSED AND ADOPTED THIS 15TH DAY OF MAY, 2024.

ATTEST:

**TOWN OF MEAD PLANNING
COMMISSION**

By: Ana M. Bohl
Ana Bohl, Secretary

By: Ryan Sword
Ryan Sword, Chairman

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 51-R-2024**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO,
SETTING FORTH CERTAIN FINDINGS OF FACT AND CONCLUSIONS
AS TO THE ANNEXATION OF CERTAIN PROPERTY KNOWN AS THE
AMK ANNEXATION**

WHEREAS, the Board of Trustees of the Town of Mead, Colorado has received a petition for annexation and an annexation map of certain real property more fully described in said petition and maps (the “Property”), said petition and maps having heretofore been filed with the Town Clerk of the Town of Mead (together, the “Petition”); and

WHEREAS, the Board of Trustees previously adopted Resolution No. 37-R-2024, finding that the Petition was in substantial compliance with the Municipal Annexation Act of 1965, as amended (the “Act”), and scheduling a hearing on said Petition; and

WHEREAS, the Board of Trustees held a duly noticed public hearing on June 10, 2024, to consider the Petition; and

WHEREAS, in conformance with § 31-12-110 of the Act, as amended, the Board of Trustees has examined the Petition and related filings and wishes to make certain findings of fact as more fully set forth herein.

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

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

Section 2. The Board of Trustees further finds as follows:

- That the Property meets the requirements of Section 30(1)(b) of Article II of the Colorado Constitution and C.R.S. §§ 31-12-104 and 31-12-105, and is eligible for annexation to the Town of Mead;
- That an election is not required under the applicable requirements of Section 30(1)(a) of Article II of the Colorado Constitution and C.R.S. § 31-12-107(2); and
- That no additional terms or conditions are imposed which would require an election under C.R.S. § 31-12-112(1). Specifically, the Board of Trustees finds that there are no additional terms and conditions imposed on the proposed annexation of the Property to the Town.

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

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 10TH DAY OF JUNE, 2024.

ATTEST:

By: 
Mary E. Strutt, MMC, Town Clerk



TOWN OF MEAD

By: 
Colleen G. Whitlow, Mayor

PETITION FOR ANNEXATION
AMK ANNEXATION

TO THE BOARD OF TRUSTEES OF THE TOWN OF MEAD, COLORADO:

The undersigned ("**Petitioner**"), in accordance with the Municipal Annexation Act of 1965 as set forth in C.R.S. § 31-12-101 et seq., as amended and as in effect on the submission date set forth below ("**Annexation Act**"), hereby petitions the Board of Trustees of the Town of Mead, Colorado ("**Board**"), to annex to the Town of Mead ("**Town**") the unincorporated territory located in the County of Weld, State of Colorado, which property is more particularly described in **Exhibit A-2** attached hereto and incorporated herein by reference ("**Property**").

The Property may be generally described as the AMK Annexation.

In support of this Petition for Annexation ("**Petition**"), Petitioner alleges that:

1. It is desirable and necessary that the Property be annexed to the Town.
2. The requirements of C.R.S. §§31-12-104 and 31-12-105 of the Annexation Act exist or have been met.
3. Not less than one-sixth (1/6) of the perimeter of the Property is contiguous with the Town's current municipal boundaries.
4. A community of interest exists between the Property and the Town.
5. The Property is urban or will be urbanized in the near future.
6. The Property is integrated with or is capable of being integrated with the Town.
7. Petitioner comprises more than fifty percent (50%) of the landowners in the Property owning more than fifty percent (50%) of the Property, excluding public streets, and alleys and any land owned by the annexing municipality, and the Petitioner hereby consents to the establishment of the boundaries of the Property as shown on the annexation map submitted herewith and attached as **Exhibit C**, and as more fully described in Paragraph 16 below.
8. The Property is not presently a part of any incorporated city, city and county, or town; nor have any proceedings been commenced for incorporation or annexation of an area that is part or all of the Property; nor has any election for annexation of the Property or substantially the same territory to the Town been held within the twelve (12) months immediately preceding the filing of this Petition.
9. The proposed annexation will not result in detachment of area from any school district or attachment of same to another school district.
10. Except to the extent necessary to avoid dividing parcels within the Property held in identical ownership, at least fifty percent (50%) of which are within the three (3) mile limit, the proposed annexation will not extend the municipal boundary of the Town more than three (3) miles in any direction from any point of the current municipal boundary.

11. The proposed annexation will not result in the denial of reasonable access to any landowner, owner of an easement, or owner of a franchise adjoining a platted street or alley which has been annexed by the Town but is not bounded on both sides by the Town.

12. In establishing the boundaries of the Property, no land which is held in identical ownership, whether consisting of a single tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:

(a) is being divided into separate parts or parcels without the written consent of the landowner or landowners thereof unless such tracts or parcels are separated by a dedicated street, road or other public way; or

(b) comprising twenty (20) acres or more and together with buildings and improvements situate thereon having a valuation for assessment in excess of \$200,000.00 for ad valorem tax purposes for the year next preceding the proposed annexation, is included in the Property without the written consent of the landowner or landowners.

13. If a portion of a platted street or alley is to be annexed, the entire width thereof is included within the Property.

14. The land owned by Petitioner constitutes one hundred percent (100%) of the Property within the meaning of C.R.S. § 31-12-107(1) of the Annexation Act.

15. The affidavit of the circulator of this Petition certifying that the signature(s) on this Petition is the signature of each person whose name it purports to be and certifying the accuracy of the date of such signature(s) is attached hereto as **Exhibit B** and is incorporated herein by this reference.

16. This Petition is accompanied by four (4) copies of an annexation map which have been prepared by a professional surveyor and submitted to the Town Clerk. An 11 x 17 copy of the annexation map is attached to this Petition as **Exhibit C** for reference. The annexation map contains, among other things, the following information:

(a) A written legal description of the boundaries of the Property;

(b) A map showing the boundary of the Property;

(c) Within the annexation boundary map, a showing of the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks; and

(d) Next to the boundary of the Property, a drawing of the contiguous boundary of the Town of Mead abutting the Property.

17. That the proposed annexation of the Property complies with Section 30 of Article II of the Colorado Constitution.

18. In connection with the processing of this Petition, Petitioner requests that the Town approve and execute an annexation agreement ("**Annexation Agreement**") which establishes the terms and conditions under which the Petitioner has agreed to annex the Property to the Town.

19. Upon the annexation of the Property becoming effective, and subject to the conditions set forth in this Petition and to be set forth in the Annexation Agreement, the Property shall become subject to all ordinances, resolutions, rules and regulations of the Town, except as otherwise set forth in the Annexation Agreement, and except for general property taxes of the Town, which shall become effective on January 1 of the next succeeding year following adoption of the annexation ordinance.

20. Except for the terms and conditions of this Petition and of the Annexation Agreement, which terms and conditions Petitioner expressly approves and therefore does not constitute an imposition of additional terms and conditions within the meaning of C.R.S. §§ 31-12-107(4) and 31-12-110(2) of the Annexation Act, Petitioner requests that no additional terms and conditions be imposed upon annexation of the Property to the Town.

THEREFORE, Petitioner requests that the Board complete and approve the annexation of the Property pursuant to the provisions of the Municipal Annexation Act of 1965, as amended.

Respectfully submitted this 15th day of April, 2024.

Signature of Petitioner, Owner of Property Described in Exhibit A-1 to this Petition:

AMK Properties, LLC, a Colorado limited liability company

By: 
Name: Randy Stipich
Title: President

Date of Signature: 4/15/2024

Mailing Address:

11840 Highway 52
Fort Lupton, Colorado
80621

PARCEL DESCRIPTION

**AMK Zoning Map
Exhibit A-1**

A parcel of land, situate in the Southeast Quarter of Section Eleven (11), Township Three North (T.3N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the South Quarter corner of said Section 11, monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 27269 and assuming the South line of the Southeast Quarter of Section 11, Township 3 North, Range 68 West of the 6th P.M., as bearing North 89°36'43" East, being a Grid Bearing of the Colorado State Plane, North Zone, North American Datum 1983/2011, monumented at the Southeast corner of said Section 11 by a #6 rebar with a 3.25" aluminum cap stamped LS 22098, a distance of 2628.10 feet and with all other bearings contained herein relative thereto;

THENCE North 89°36'43" East along said South line a distance of 722.30 feet to the Southwest corner of Lot A, Recorded Exemption #1207-11-4-RE2311, as recorded November 18, 1998, as Reception No. 2654501 of the records of the Weld County Clerk and Recorder (WCCR);
Thence along the West line of said Lot A the following 7 courses;
THENCE North 04°53'21" West a distance of 30.09 feet to the North Right of Way (ROW) line of Weld County Road 34 (WCR 34) and to the POINT OF BEGINNING;
THENCE North 04°53'21" West a distance of 75.27 feet;
THENCE North 14°35'26" West a distance of 130.14 feet;
THENCE North 30°14'00" West a distance of 90.76 feet;
THENCE North 89°57'27" West a distance of 12.15 feet;
THENCE North 29°27'36" West a distance of 117.69 feet;
THENCE North 14°27'02" West a distance of 426.89 feet;
THENCE North 89°30'09" West a distance of 160.64 feet to the Southeasterly corner of Raterink Annexation, as recorded September 3, 2019, as Reception No. 4519855 of the WCCR;
Thence along the East and North lines of said Raterink Annexation, being coincident with the West and North lines of said RE2311, the following three courses;
THENCE North 00°02'50" West a distance of 510.72 feet;
THENCE North 89°51'02" East a distance of 82.74 feet;
THENCE North 89°11'54" East a distance of 299.73 feet to the Southwest corner of Postle Annexation as recorded November 8, 2021, as Reception No. 4774032 of the WCCR;
Thence along the South line of said Postle Annexation, being coincident with the North line of said RE2311, the following two courses;
THENCE North 89°11'53" East a distance of 29.81 feet;
THENCE North 89°32'29" East a distance of 84.83 feet;
Thence departing said South line of Postle Annexation, and continuing along the East and South lines of said RE2311 the following 4 courses;
THENCE South 03°47'02" East, a distance of 765.98 feet;
THENCE South 30°00'04" East a distance of 243.52 feet;
THENCE South 07°06'52" East a distance of 338.28 feet to the North ROW line of WCR 34;

THENCE South 89°36'43" West, along said North line, a distance of 288.79 feet to the POINT OF BEGINNING.

Said described parcel of land contains 529,702 Square Feet or 12.160 Acres, more or less (±).

EXHIBIT A-2
TO PETITION FOR ANNEXATION

Legal Description of Property to be Annexed (including WCR 34 Right-of-Way)

PARCEL DESCRIPTION

AMK Annexation Exhibit A-2

A parcel of land, situate in the Southeast Quarter of Section Eleven (11), Township Three North (T.3N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the South Quarter Corner of said Section 11 and assuming the South line of the Southeast Quarter of Section 11, as bearing North 89°36'43" East, being a Grid Bearing of the Colorado State Plane, North Zone, North American Datum 1983/2011, a distance of 2628.10 feet, monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 27269 at the South Quarter Corner and monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 22098 at the Southeast Corner of said Section 11, and with all other bearings contained herein relative thereto;

THENCE North 00°23'17" West, along the West line of the Southeast Quarter of said Section 11, a distance of 30.00 feet to the North Right of Way of Weld County Road 34 and the South line of George Raterink Annexation as recorded September 4, 1985, as reception number 2023518 of the records of the Weld County Clerk and Recorder;

THENCE North 89°36'44" East, along said North Right of Way, a distance of 23.76 feet to the POINT OF BEGINNING;

THENCE North 89°36'43" East, continuing along said North Right of Way, a distance of 696.17 feet to the West line of Lot A, Recorded Exemption 1207-11-4-RE2311, as recorded November 18, 1998, as reception number 2654501 of the records of the Weld County Clerk and Recorder;

Thence along the West line of said Lot A the following 7 courses;

THENCE North 04°53'21" West a distance of 75.27 feet;

THENCE North 14°35'26" West a distance of 130.14 feet;

THENCE North 30°14'00" West a distance of 90.76 feet;

THENCE North 89°57'27" West a distance of 12.15 feet;

THENCE North 29°27'36" West a distance of 117.69 feet;

THENCE North 14°27'02" West a distance of 426.89 feet;

THENCE North 89°30'09" West a distance of 160.64 feet to the Southeasterly corner of Raterink Annexation, as recorded September 3, 2019, as Reception No. 4519855 of the WCCR;

Thence along the East and North lines of said Raterink Annexation, being coincident with the West and North lines of said RE2311, the following three courses;

THENCE North 00°02'50" West a distance of 510.72 feet;

THENCE North 89°51'02" East a distance of 82.74 feet;

THENCE North 89°11'54" East a distance of 299.73 feet to the Southwest corner of Postle Annexation as recorded November 8, 2021, as Reception No. 4774032 of the WCCR;

Thence along the South line of said Postle Annexation, being coincident with the North line of said RE2311, the following two courses;

THENCE North 89°11'53" East a distance of 29.81 feet;

THENCE North 89°32'29" East a distance of 84.83 feet;

Thence departing said South line of Postle Annexation, and continuing along the East and South lines of said RE2311 the following 4 courses;

THENCE South 03°47'02" East, a distance of 765.98 feet;

THENCE South 30°00'04" East a distance of 243.52 feet;
THENCE South 07°06'52" East a distance of 368.49 feet to the South line of said Southeast Quarter of Section 11;
THENCE South 00°23'17" East a distance of 30.00 feet to the South Right of Way of said Weld County Road 34;
THENCE South 89°36'43" West, along said South line, a distance of 988.85 feet to the East line of Birch Family Farm Annexation as recorded February 17, 2006, as reception number 3363762 of the records of the Weld County Clerk and Recorder;
THENCE North 00°03'30" West, along said East line, a distance of 60.00 feet to the POINT OF BEGINNING.

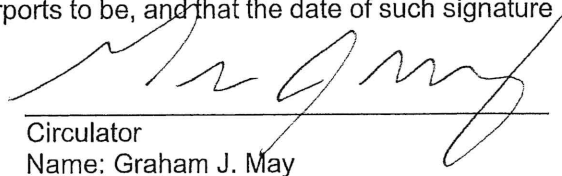
Said described parcel of land contains 588,970 Square Feet or 13.521 Acres, more or less (±).

EXHIBIT B
TO PETITION FOR ANNEXATION

Affidavit of Circulator

The undersigned, being of lawful age, who being first duly sworn upon oath deposes and says:

That (s)he was the circulator of the foregoing Petition for Annexation of lands to the Town of Mead, Colorado, consisting of eleven (11) pages, including **Exhibits A-1, A-2, and C** and the map attached hereto, but excluding the page of this **Exhibit B**, and that the signature of the petitioner AMK Properties, LLC, thereon was witnessed by the circulator and is the true and original signature of the person whose name it purports to be, and that the date of such signature is correct.


Circulator
Name: Graham J. May

STATE OF COLORADO)
COUNTY OF Weld) ss.

15th The foregoing AFFIDAVIT OF CIRCULATOR was subscribed and sworn to before me this day of April, 2024, by Graham J. May.

Witness my hand and official seal.

My commission expires:

02/28/2028


Notary Public

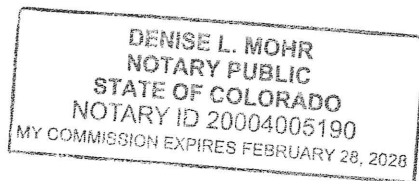


EXHIBIT C
TO PETITION FOR ANNEXATION

Annexation Map

An 11 x 17 version of the annexation map is attached hereto. Four (4) full size copies of the annexation map have been provided to the Town Clerk of the Town of Mead.

AMK ANNEXATION

A parcel of land, situate in the Southeast Quarter of Section Eleven (11), Township Three North (T.3N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the South Quarter Corner of said Section 11 and assuming the South line of the Southeast Quarter of Section 11, as bearing North 89°36'43" East, being a Grid Bearing of the Colorado State Plane, North Zone, North American Datum 1983/2011, a distance of 2628.10 feet, monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 27269 at the South Quarter Corner and monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 22098 at the Southeast Corner of said Section 11, and with all other bearings contained herein relative thereto;

THENCE North 00°23'17" West, along the West line of the Southeast Quarter of said Section 11, a distance of 30.00 feet to the North Right of Way of Weldon County Road 34 and the South line of George Raterink Annexation as recorded September 4, 1985, as reception number 2023518 of the records of the Weldon County Clerk and Recorder;

THENCE North 89°36'44" East, along said North Right of Way, a distance of 23.76 feet to the POINT OF BEGINNING;

THENCE North 89°36'43" East, continuing along said North Right of Way, a distance of 696.17 feet to the West line of Lot A, Record Exemption 1207-11-4-RE2311, as recorded November 18, 1998, as reception number 2654501 of the records of the Weldon County Clerk and Recorder;

Thence along the West line of said Lot A the following 7 courses;
THENCE North 04°53'21" West a distance of 75.27 feet;
THENCE North 14°35'26" West a distance of 130.14 feet;
THENCE North 30°14'00" West a distance of 90.76 feet;
THENCE North 89°57'27" West a distance of 12.15 feet;
THENCE North 29°27'36" West a distance of 117.69 feet;
THENCE North 14°27'02" West a distance of 426.89 feet;
THENCE North 89°30'09" West a distance of 160.64 feet to the Southeasterly corner of Raterink Annexation, as recorded September 3, 2019, as Reception No. 4519855 of the WCCR;
Thence along the East and North lines of said Raterink Annexation, being coincident with the West and North lines of said RE2311, the following three courses;
THENCE North 00°02'50" West a distance of 510.72 feet;
THENCE North 89°51'02" East a distance of 82.74 feet;
THENCE North 89°11'54" East a distance of 299.73 feet to the Southwest corner of Postle Annexation as recorded November 8, 2021, as Reception No. 4747703 of the WCCR;
Thence along the South line of said Postle Annexation, being coincident with the North line of said RE2311, the following two courses;
THENCE North 89°11'53" East a distance of 29.81 feet;
THENCE North 89°32'29" East a distance of 84.83 feet;
Thence departing said South line of Postle Annexation, and continuing along the East and South lines of said RE2311 the following 4 courses;
THENCE South 03°47'02" East, a distance of 765.98 feet;
THENCE South 30°00'04" East a distance of 243.52 feet;
THENCE South 07°06'52" East a distance of 368.49 feet to the South line of said Southeast Quarter of Section 11;
THENCE South 00°23'17" East a distance of 30.00 feet to the South Right of Way of said Weld County Road 34;
THENCE South 89°36'43" West, along said South line, a distance of 988.85 feet to the East line of Birch Family Farm Annexation as recorded February 17, 2006, as reception number 3363762 of the records of the Weld County Clerk and Recorder;
THENCE North 00°03'30" West, along said East line, a distance of 60.00 feet to the POINT OF BEGINNING.

Said described parcel of land contains 588,970 Square Feet or 13.521 Acres, more or less (±).

OWNER: AMK Properties, LLC, a Colorado Limited Liability Company

By: _____ As: _____

Witness my hand and seal this _____ day of _____, 20 ____.

NOTARIAL CERTIFICATE

STATE OF COLORADO)
 ss
COUNTY OF WELD)
The foregoing instrument was acknowledged before me by _____ as
_____ this ____ day of _____, 20__.

Witness my Hand and Official Seal.

My commission expires: _____.

SURVEYOR'S CERTIFICATE

I, Steven Parks a licensed Professional Land Surveyor in the State of Colorado, do hereby certify that the Annexation Map shown hereon is a correct delineation of the above described parcel of land.

CERTIFICATE OF APPROVAL BY THE BOARD OF TRUSTEES

The Annexation Map shown hereon is approved and accepted by Ordinance Number _____, passed and adopted at the regular meeting of the Board of Trustees of Mead, Colorado held on the ____ day of _____, 20__.

Mayor

Attest:
Town Clerk

TITLE COMMITMENT NOTE

For all information regarding easements, rights-of-way and title of records, Majestic Surveying, LLC relied upon Title Commitment Number FCC25196634, dated March 9, 2022, as prepared by Land Title Guarantee Company to delineate the aforesaid information.

This survey does not constitute a title search by Majestic Surveying, LLC to determine ownership or easements of record.

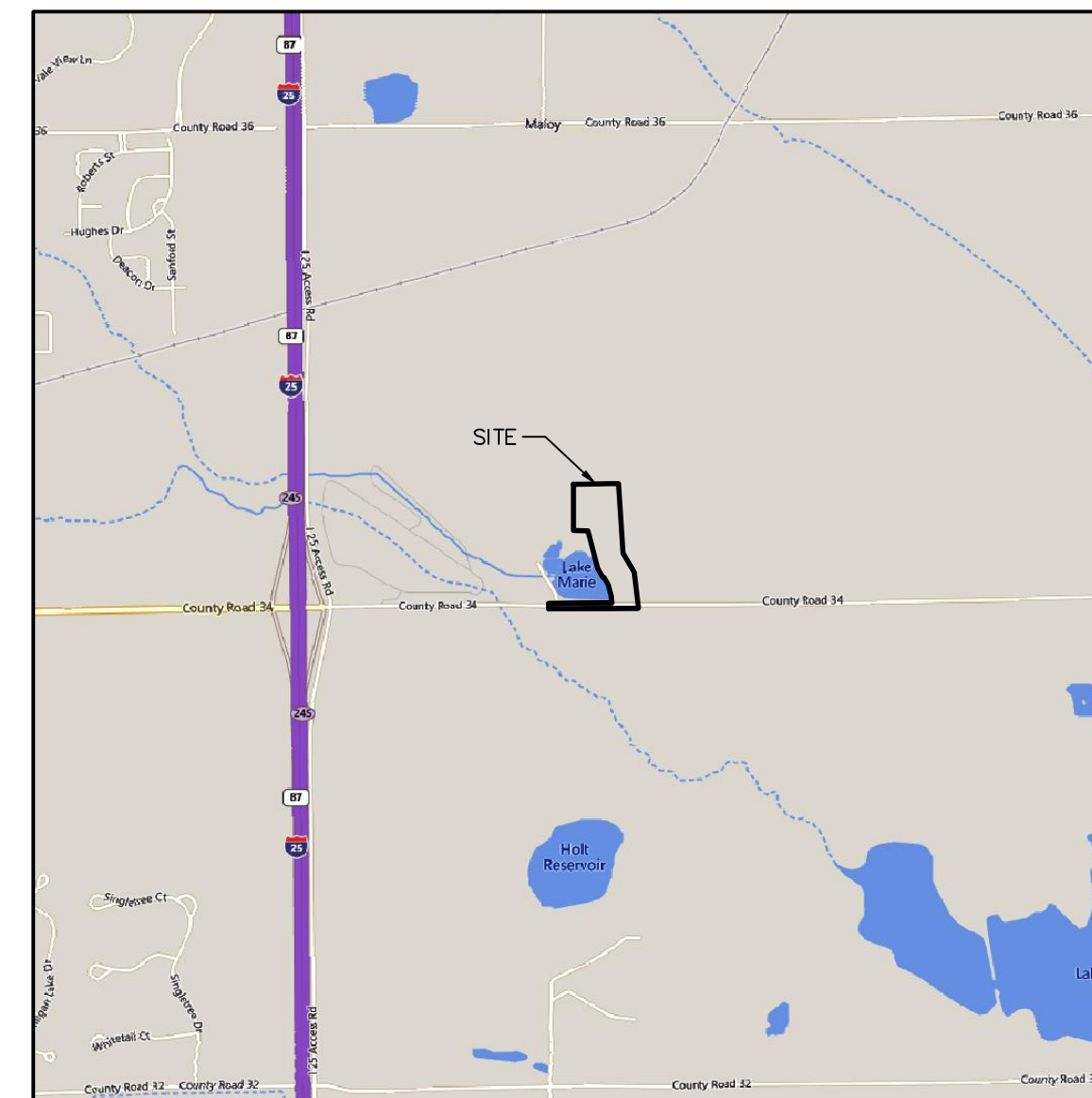
SURVEYOR'S NOTES

1. Adjacent parcel ownership provided by county assessor page at the time of survey.

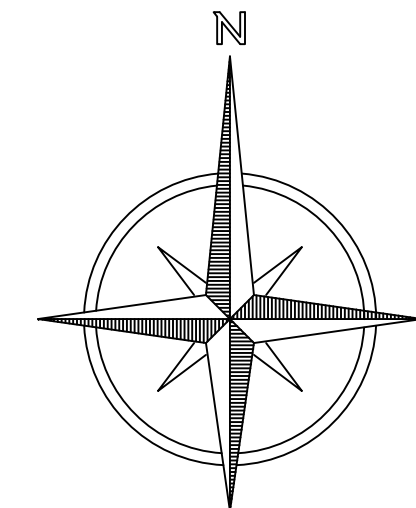
BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

Assuming the South line of the Southeast Quarter of Section 11, Township 3 North, Range 68 West of the 6th P.M., monumented as shown on this drawing, as bearing North 89°36'43" East, being a Grid Bearing of the Colorado State Plane, North Zone, North American Datum 1983/2011, a distance of 2628.10 feet and with all other bearings contained herein relative thereto.

The lineal dimensions as contained herein are based upon the "U.S. Survey Foot".



VICINITY MAP
SCALE: 1" = 2000'



ANNEXATION TABLE

TOTAL PERIMETER OF PARCEL TO BE ANNEXED: 5,174.38 FEET
CONTIGUOUS PERIMETER TO PRESENT TOWN BOUNDARY: 1,117.66 FEET
MINIMUM ALLOWABLE CONTIGUITY (1/6 TOTAL PERIMETER): 862.40 FEET

LEGEND

	ALIQOT CORNER AS DESCRIBED		ANNEXATION BOUNDARY
	CALCULATED POSITION		EASEMENT LINE
	FOUND MONUMENT AS DESCRIBED		RIGHT OF WAY LINE
	FOUND #4 REBAR WITH YELLOW PLASTIC CAP LS 11692		SECTION LINE
	FOUND #4 REBAR WITH YELLOW PLASTIC CAP LS 26971		PARCEL LINE
	FOUND #4 REBAR WITH RED PLASTIC CAP LS 38348		CONTIGUITY TO TOWN OF MEAD

PRELIMINARY

Steven Parks - On Behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38348

NOTICE

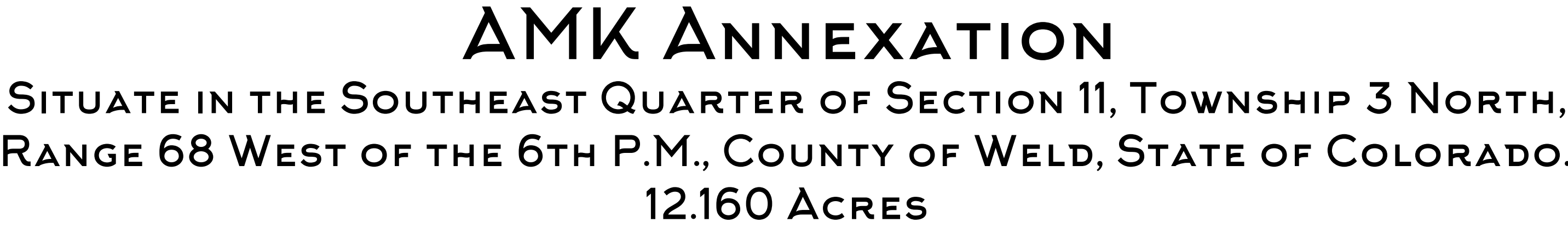
According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown herein. (13-80-105 C.R.S. 2012)



PROJECT NO: 2022243	NAME: 4665 WCR 34	REVISIONS:	DATE:
DATE: 10-20-2022	CLIENT: CLAYSTONE	REDLINES	10-20-22
DRAWN BY: MAK	FILE NAME: 2022243ALTA		
CHECKED BY: JJ	SCALE: 1" = 60'		

1

SHEET 1 OF 2



AMK ANNEXATION
588,970 SQ. FT.
13.521 ACRES

NOTICE
According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown herein. (13-80-105 C.R.S. 2012)

PROJECT NO: 2022243	NAME: 4665 WCR 34	REVISIONS:	DATE:
DATE: 10-20-2022	CLIENT: CLAYSTONE	REDLINES	10-20-22
DRAWN BY: MAK	FILE NAME: 2022243ALTA		
CHECKED BY: JJ	SCALE: 1" = 60'		

**TOWN OF MEAD, COLORADO
ORDINANCE NO. 1059**

**AN ORDINANCE OF THE TOWN OF MEAD, COLORADO, ANNEXING
CERTAIN TERRITORY KNOWN AS THE AMK ANNEXATION TO THE
TOWN OF MEAD**

WHEREAS, the real property generally described as the AMK Annexation, consisting of a total of 13.521 acres more or less, as more particularly described in **Exhibit 1** attached hereto (the “Property”), is located in an unincorporated area of Weld County, Colorado; and

WHEREAS, a Petition for Annexation has been filed with the Town Clerk requesting the annexation of the Property to the Town of Mead; and

WHEREAS, the Board of Trustees finds that, pursuant to the findings set forth in Resolution No. 51-R-2024 dated June 10, 2024:

- That the Property meets the applicable requirements of Section 30 of Article II of the Colo. Constitution and §§ 31-12-104 and 31-12-105, C.R.S., and is eligible for annexation to the Town of Mead;
- That an election is not required under the applicable requirements of Section 30(1)(a) of Article II of the Colo. Constitution and § 31-12-107(2), C.R.S.; and
- That no additional terms or conditions are imposed which would require an election under § 31-12-112(1), C.R.S.

WHEREAS, the Board of Trustees held a duly noticed public hearing to consider annexation of the Property, notice of which was duly published in accordance with the requirements set forth in Section 31-12-108(2), C.R.S.; and

WHEREAS, annexation of the Property will not result in detachment of any area from any school district and the attachment of the same to another school district; and

WHEREAS, annexation proceedings to annex the Property have not commenced for annexation of all or part of the Property to another municipality; and

WHEREAS, the Board of Trustees finds that it is in the best interests of the Town to annex the Property to the Town.

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

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

Section 2. Annexation of Property Approved. The Property as more particularly

described in **Exhibit 1** attached hereto is hereby annexed to and included within the corporate limits of the Town of Mead, Colorado, in accordance with law.

Direction to Town Staff. The Board of Trustees hereby directs Staff to complete all necessary procedures required for annexation of said Property to the Town including: (1) filing for recording three certified copies of this Annexation Ordinance and the map(s) of the annexed Property containing a legal description of the Property annexed hereby (“Annexation Map”) with the Weld County Clerk and Recorder; (2) filing the original of this Annexation Ordinance together with a copy of the Annexation Map with the Town Clerk of the Town of Mead, Colorado; and (3) taking the post-approval actions specified under Section 16-8-120 of the *Mead Municipal Code*. Prior to submitting the Annexation Map to the County Clerk for recording, the Town Clerk shall verify with the Community Development Director and Town Attorney that any and all technical corrections to the Annexation Map have been made, if and as applicable.

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

Section 4. 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 5. 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 6. Certification. The Town Clerk shall certify to the passage of this ordinance and make not less than one copy of the adopted ordinance available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 29TH DAY OF JULY, 2024.

ATTEST:

TOWN OF MEAD

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

By: _____
Colleen G. Whitlow, Mayor

Exhibit 1
Legal Descriptions
AMK Annexation

A parcel of land, situate in the Southeast Quarter of Section Eleven (11), Township Three North (T.3N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the South Quarter Corner of said Section 11 and assuming the South line of the Southeast Quarter of Section 11, as bearing North 89°36'43" East, being a Grid Bearing of the Colorado State Plane, North Zone, North American Datum 1983/2011, a distance of 2628.10 feet, monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 27269 at the South Quarter Corner and monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 22098 at the Southeast Corner of said Section 11, and with all other bearings contained herein relative thereto;

THENCE North 00°23'17" West, along the West line of the Southeast Quarter of said Section 11, a distance of 30.00 feet to the North Right of Way of Weld County Road 34 and the South line of George Raterink Annexation as recorded September 4, 1985, as reception number 2023518 of the records of the Weld County Clerk and Recorder;

THENCE North 89°36'44" East, along said North Right of Way, a distance of 23.76 feet to the POINT OF BEGINNING;

THENCE North 89°36'43" East, continuing along said North Right of Way, a distance of 696.17 feet to the West line of Lot A, Recorded Exemption 1207-11-4-RE2311, as recorded November 18, 1998, as reception number 2654501 of the records of the Weld County Clerk and Recorder;

Thence along the West line of said Lot A the following 7 courses;

THENCE North 04°53'21" West a distance of 75.27 feet;

THENCE North 14°35'26" West a distance of 130.14 feet;

THENCE North 30°14'00" West a distance of 90.76 feet;

THENCE North 89°57'27" West a distance of 12.15 feet;

THENCE North 29°27'36" West a distance of 117.69 feet;

THENCE North 14°27'02" West a distance of 426.89 feet;

THENCE North 89°30'09" West a distance of 160.64 feet to the Southeasterly corner of Raterink Annexation, as recorded September 3, 2019, as Reception No. 4519855 of the WCCR;

Thence along the East and North lines of said Raterink Annexation, being coincident with the West and North lines of said RE2311, the following three courses;

THENCE North 00°02'50" West a distance of 510.72 feet;

THENCE North 89°51'02" East a distance of 82.74 feet;

THENCE North 89°11'54" East a distance of 299.73 feet to the Southwest corner of Postle Annexation as recorded November 8, 2021, as Reception No. 4774032 of the WCCR;

Thence along the South line of said Postle Annexation, being coincident with the North line of said RE2311, the following two courses;

THENCE North 89°11'53" East a distance of 29.81 feet;

THENCE North 89°32'29" East a distance of 84.83 feet;

Thence departing said South line of Postle Annexation, and continuing along the East and South lines of said RE2311 the following 4 courses;

THENCE South 03°47'02" East, a distance of 765.98 feet;

THENCE South 30°00'04" East a distance of 243.52 feet;

THENCE South 07°06'52" East a distance of 368.49 feet to the South line of said Southeast Quarter of Section 11;

THENCE South 00°23'17" East a distance of 30.00 feet to the South Right of Way of said Weld County Road 34;

THENCE South 89°36'43" West, along said South line, a distance of 988.85 feet to the East line of Birch Family Farm Annexation as recorded February 17, 2006, as reception number 3363762 of the records of the Weld County Clerk and Recorder;

THENCE North 00°03'30" West, along said East line, a distance of 60.00 feet to the POINT OF BEGINNING.

Said described parcel of land contains 588,970 Square Feet or 13.521 Acres, more or less (±).

AMK ANNEXATION

PARCEL DESCRIPTION

A parcel of land, situate in the Southeast Quarter of Section Eleven (11), Township Three North (T.3N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the South Quarter Corner of said Section 11 and assuming the South line of the Southeast Quarter of Section 11, as bearing North 89°36'43" East, being a Grid Bearing of the Colorado State Plane, North Zone, North American Datum 1983/2011, a distance of 2628.10 feet, monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 27269 at the South Quarter Corner and monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 22098 at the Southeast Corner of said Section 11, and with all other bearings contained herein relative thereto;

THENCE North 00°23'17" West, along the West line of the Southeast Quarter of said Section 11, a distance of 30.00 feet to the North Right of Way of Weld County Road 34 and the South line of George Raterink Annexation as recorded September 4, 1985, as reception number 2023518 of the records of the Weld County Clerk and Recorder;

THENCE North 89°36'44" East, along said North Right of Way, a distance of 23.76 feet to the POINT OF BEGINNING;

THENCE North 89°36'43" East, continuing along said North Right of Way, a distance of 696.17 feet to the West line of Lot A, Record Exemption 1207-11-4-RE2311, as recorded November 18, 1998, as reception number 2654501 of the records of the Weld County Clerk and Recorder;

Thence along the West line of said Lot A the following 7 courses;
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THENCE North 14°35'26" West a distance of 130.14 feet;
THENCE North 30°14'00" West a distance of 90.76 feet;
THENCE North 89°57'27" West a distance of 12.15 feet;
THENCE North 29°27'36" West a distance of 117.69 feet;
THENCE North 14°27'02" West a distance of 426.89 feet;
THENCE North 89°30'09" West a distance of 160.64 feet to the Southeasterly corner of Raterink Annexation, as recorded September 3, 2019, as Reception No. 4519855 of the WCCR;
Thence along the East and North lines of said Raterink Annexation, being coincident with the West and North lines of said RE2311, the following three courses;
THENCE North 00°02'50" West a distance of 510.72 feet;
THENCE North 89°51'02" East a distance of 82.74 feet;
THENCE North 89°11'54" East a distance of 299.73 feet to the Southwest corner of Postle Annexation as recorded November 8, 2021, as Reception No. 4774032 of the WCCR;
Thence along the South line of said Postle Annexation, being coincident with the North line of said RE2311, the following two courses;
THENCE North 89°11'53" East a distance of 29.81 feet;
THENCE North 89°32'29" East a distance of 84.83 feet;
Thence departing said South line of Postle Annexation, and continuing along the East and South lines of said RE2311 the following 4 courses;
THENCE South 03°47'02" East, a distance of 765.98 feet;
THENCE South 30°00'04" East a distance of 243.52 feet;
THENCE South 07°06'52" East a distance of 368.49 feet to the South line of said Southeast Quarter of Section 11;
THENCE South 00°23'17" East a distance of 30.00 feet to the South Right of Way of said Weld County Road 34;
THENCE South 89°36'43" West, along said South line, a distance of 988.85 feet to the East line of Birch Family Farm Annexation as recorded February 17, 2006, as reception number 3363762 of the records of the Weld County Clerk and Recorder;
THENCE North 00°03'30" West, along said East line, a distance of 60.00 feet to the POINT OF BEGINNING.

Said described parcel of land contains 588,970 Square Feet or 13.521 Acres, more or less (±).

OWNER: AMK Properties, LLC, a Colorado Limited Liability Company

By: _____ As: _____

Witness my hand and seal this _____ day of _____, 20 ____.

NOTARIAL CERTIFICATE

STATE OF COLORADO)
 ss
COUNTY OF WELD)
The foregoing instrument was acknowledged before me by _____ as
_____ this ____ day of _____, 20__.

Witness my Hand and Official Seal.

My commission expires: _____.

SURVEYOR'S CERTIFICATE

I, Steven Parks a licensed Professional Land Surveyor in the State of Colorado, do hereby certify that the Annexation Map shown hereon is a correct delineation of the above described parcel of land.

CERTIFICATE OF APPROVAL BY THE BOARD OF TRUSTEES

The Annexation Map shown hereon is approved and accepted by Ordinance Number _____, passed and adopted at the regular meeting of the Board of Trustees of Mead, Colorado held on the ____ day of _____, 20__.

Mayor

Attest:
Town Clerk

TITLE COMMITMENT NOTE

For all information regarding easements, rights-of-way and title of records, Majestic Surveying, LLC relied upon Title Commitment Number FCC25196634, dated March 9, 2022, as prepared by Land Title Guarantee Company to delineate the aforesaid information.

This survey does not constitute a title search by Majestic Surveying, LLC to determine ownership or easements of record.

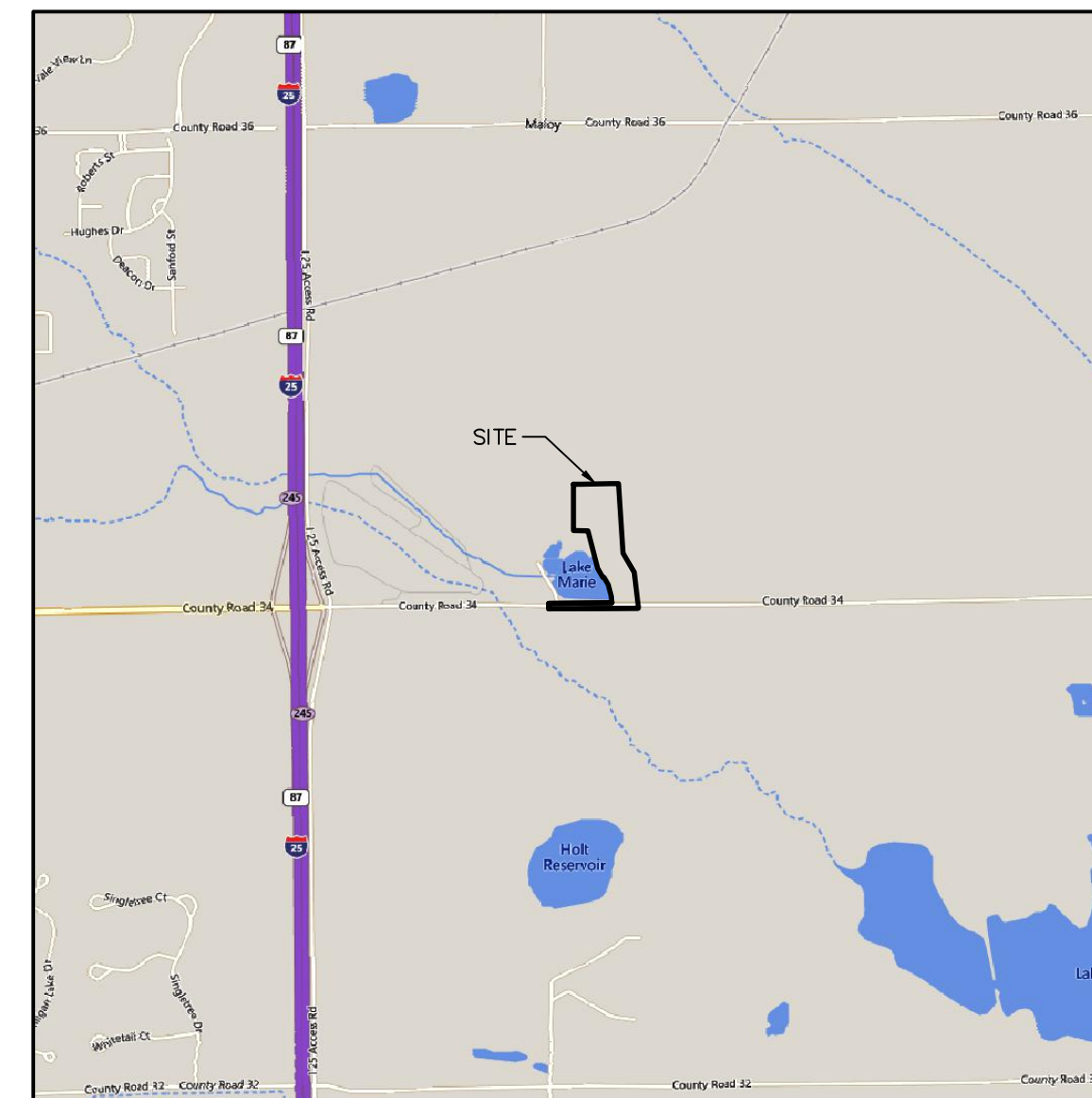
SURVEYOR'S NOTES

1. Adjacent parcel ownership provided by county assessor page at the time of survey.

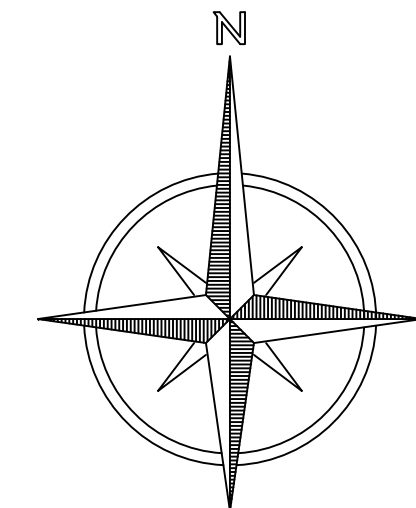
BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

Assuming the South line of the Southeast Quarter of Section 11, Township 3 North, Range 68 West of the 6th P.M., monumented as shown on this drawing, as bearing North 89°36'43" East, being a Grid Bearing of the Colorado State Plane, North Zone, North American Datum 1983/2011, a distance of 2628.10 feet and with all other bearings contained herein relative thereto.

The lineal dimensions as contained herein are based upon the "U.S. Survey Foot".



VICINITY MAP
SCALE: 1" = 2000'



ANNEXATION TABLE

TOTAL PERIMETER OF PARCEL TO BE ANNEXED: 5,174.38 FEET
CONTIGUOUS PERIMETER TO PRESENT TOWN BOUNDARY: 1,117.66 FEET
MINIMUM ALLOWABLE CONTIGUITY (1/6 TOTAL PERIMETER): 862.40 FEET

LEGEND

	ALIQUOT CORNER AS DESCRIBED		ANNEXATION BOUNDARY
	CALCULATED POSITION		EASEMENT LINE
	FOUND MONUMENT AS DESCRIBED		RIGHT OF WAY LINE
	FOUND #4 REBAR WITH YELLOW PLASTIC CAP LS 11692		SECTION LINE
	FOUND #4 REBAR WITH YELLOW PLASTIC CAP LS 26971		PARCEL LINE
	FOUND #4 REBAR WITH RED PLASTIC CAP LS 38348		CONTIGUITY TO TOWN OF MEAD

PRELIMINARY

Steven Parks - On Behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38348

NOTICE

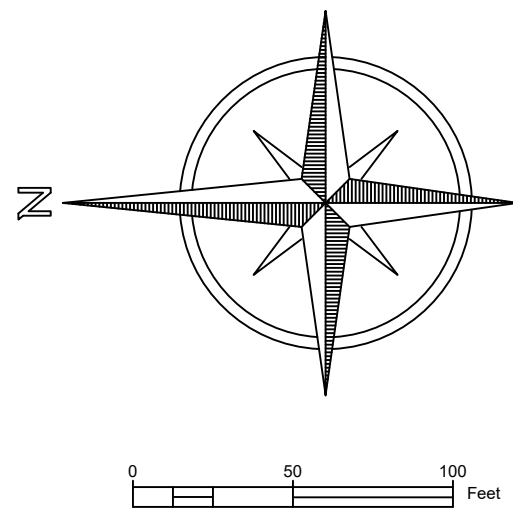
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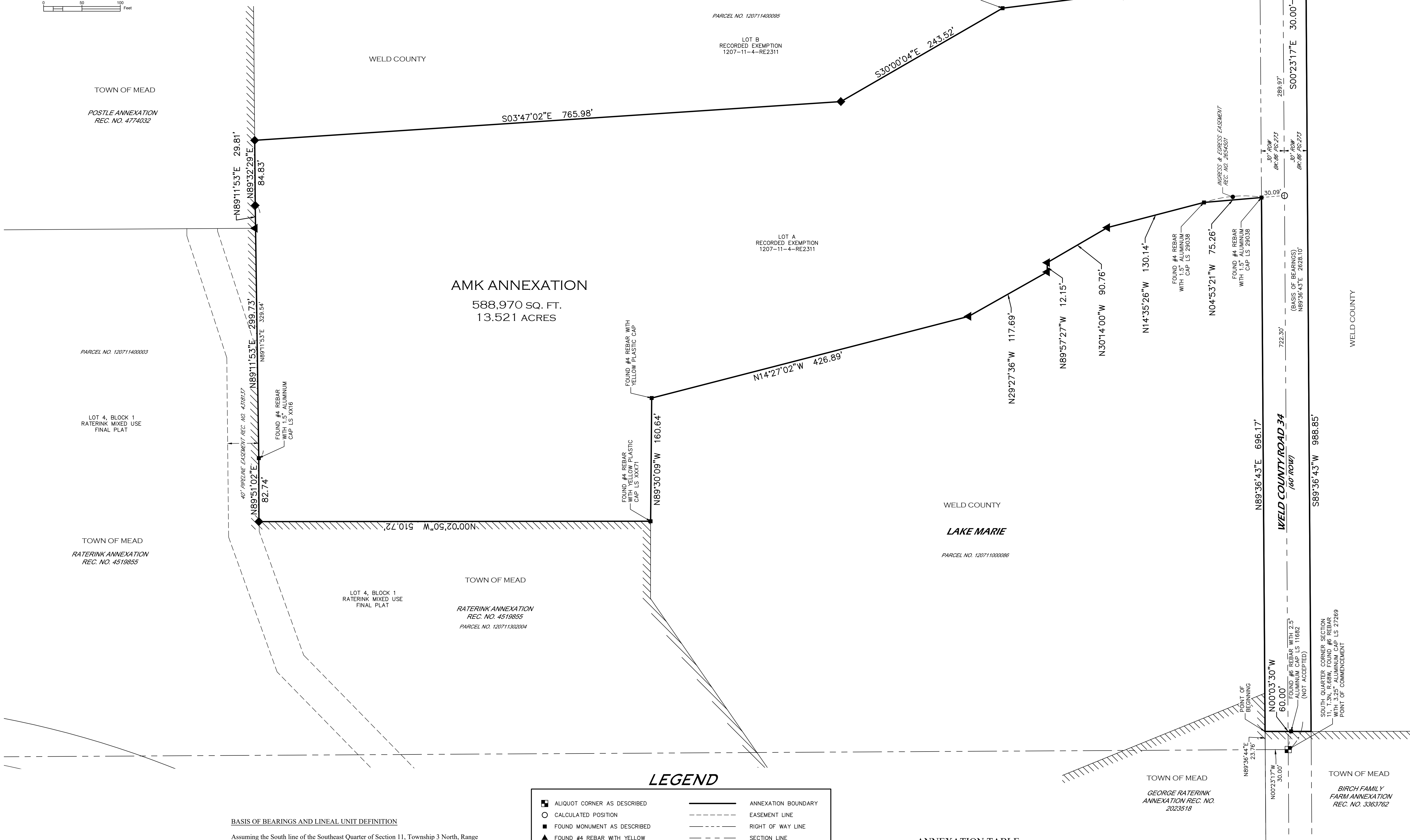
PROJECT NO: 2022243	NAME: 4665 WCR 34	REVISIONS:	DATE:
DATE: 10-20-2022	CLIENT: CLAYSTONE	REDLINES	10-20-22
DRAWN BY: MAK	FILE NAME: 2022243ALTA		
CHECKED BY: JJ	SCALE: 1" = 60'		

1

SHEET 1 OF 2



AMK ANNEXATION
SITUATE IN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH,
RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.
12.160 ACRES



PRELIMINARY

Steven Parks - On Behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38348

BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

Assuming the South line of the Southeast Quarter of Section 11, Township 3 North, Range 68 West of the 6th P.M., monumented as shown on this drawing, as bearing North 89°36'43" East, being a Grid Bearing of the Colorado State Plane, North Zone, North American Datum 1983/2011, a distance of 2628.10 feet and with all other bearings contained herein relative thereto.

The lineal dimensions as contained herein are based upon the "U.S. Survey Foot".

LEGEND

	ALIQUOT CORNER AS DESCRIBED		ANNEXATION BOUNDARY
	CALCULATED POSITION		EASEMENT LINE
	FOUND MONUMENT AS DESCRIBED		RIGHT OF WAY LINE
	FOUND #4 REBAR WITH YELLOW PLASTIC CAP LS 11682		SECTION LINE
	FOUND #4 REBAR WITH YELLOW PLASTIC CAP LS 26971		PARCEL LINE
	FOUND #4 REBAR WITH RED PLASTIC CAP LS 38348		CONTIGUITY TO TOWN OF MEAD

ANNEXATION TABLE

TOTAL PERIMETER OF PARCEL TO BE ANNEXED: 5,174.38 FEET
CONTIGUOUS PERIMETER TO PRESENT TOWN BOUNDARY: 1,117.66 FEET
MINIMUM ALLOWABLE CONTIGUITY (1/6 TOTAL PERIMETER): 862.40 FEET



NOTICE
According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon. (13-80-105 C.R.S. 2012)

PROJECT NO.	NAME	REVISIONS	DATE
2022243	4665 WCR 34	REDLINES	10-20-23
DATE:	CLIENT: CLAYSTONE		
DATE: 10-20-2022	FILE NAME: 2022243ALTA		
DRAWN BY: MAK			
CHECKED BY: JJ	SCALE: 1" = 60'		

2

SHEET 2 OF 2

**TOWN OF MEAD, COLORADO
ORDINANCE NO. 1060**

**AN ORDINANCE OF THE TOWN OF MEAD, COLORADO, APPROVING
THE INITIAL ZONING OF PROPERTY KNOWN AS THE AMK ANNEXATION
AND AMENDING THE OFFICIAL ZONING MAP OF THE TOWN OF MEAD**

WHEREAS, a petition for annexation was filed with the Town Clerk (the “Petition”) requesting the annexation of certain property commonly known as the AMK Annexation, including certain rights-of-way as more particularly described in the Petition, and which property is described with particularity in the annexation map on file with the Town Clerk and in **Exhibit 1** attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, on Monday, June 10, 2024, following the conclusion of a duly noticed public hearing, the Board of Trustees of the Town of Mead adopted Resolution No. 51-R-2024 (the “Eligibility Resolution”), determining the eligibility of the Property to be annexed into the boundaries of the Town of Mead; and

WHEREAS, on Monday, July 29, 2024, the Board of Trustees adopted Ordinance No. 1059 (the “Annexation Ordinance”) approving the annexation of the Property into the Town of Mead; and

WHEREAS, as required by C.R.S. § 31-12-115(2), property annexed to the Town must be zoned pursuant to the Town’s zoning regulations within ninety (90) days after the effective date of the Annexation Ordinance; and

WHEREAS, at a public hearing held on June 10, 2024 and continued to July 29, 2024, the Board of Trustees considered establishing the initial zoning for the Property under Sections 16-3-160 and 16-8-120(b) of the *Mead Municipal Code* (“MMC”), specifically, the Board of Trustees considered rezoning the Property from Weld County Agricultural (AG) to the Light Industrial (LI) zone district under the Town’s Land Use Code as specifically shown on the AMK Zoning Map attached hereto as **Exhibit 2** (the “Zoning Amendment Map”); and

WHEREAS, the Town’s Planning Commission (“Planning Commission”) considered the proposed annexation and initial zoning of the Property at a duly noticed public hearing held on Wednesday, May 15, 2024, and adopted Resolution 02-PC-2024 setting forth its favorable recommendation, which resolution has been forwarded to the Board of Trustees; and

WHEREAS, public notice has been properly given of the proposed initial zoning of the Property by publication, in the *Longmont Times-Call*, a newspaper of general circulation within the Town of Mead, by posting of the Property, and notice has been given in accordance with applicable requirements of the Land Use Code; and

WHEREAS, a public hearing on the proposed initial zoning of the Property was held before the Board of Trustees, at which time evidence and testimony were presented to the Board of Trustees concerning the proposed initial zoning of the Property; and

WHEREAS, the administrative record for this case includes, but is not limited to, the Town of Mead Comprehensive Plan and all other applicable ordinances, resolutions and regulations of the Town, together with all Town of Mead policies that relate to the subject matter of the public hearing, reports, studies and all other submittals of the property owner(s), any evidence or correspondence submitted by members of the public

at the public hearing, the Zoning Amendment Map, the annexation maps, and the staff files and reports of the Town's Community Development Director or planning department pertaining to this application; and

WHEREAS, pursuant to Article 23 of Title 31, C.R.S., as amended, Board of Trustees has determined that the proposed zoning of the Property, subject to the conditions set forth herein, furthers the public health, safety, convenience and general welfare of the community; conforms with the Town's Comprehensive Plan, constituting the community's three-mile plan, as amended and updated; is compatible with surrounding uses; and otherwise meets the applicable criteria set forth in the Land Use Code.

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

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

Section 2. Initial Zoning of Property Approved. The Board of Trustees hereby grants and approves establishing the initial zoning of the Property in the Town of Mead as the Light Industrial (LI) zone district under the Town's Land Use Code, as specifically shown in the Zoning Amendment Map attached hereto as **Exhibit 2**.

Section 3. Direction to Town Staff. In accordance with Section 16-3-160(g) of the MMC, the Official Zoning Map of the Town of Mead shall be amended to conform to and reflect the Property's Light Industrial (LI) zoning. Town Staff is directed to change the zoning of the Property on the Town's Official Zoning Map and to make any technical corrections to the Official Zoning Map necessitated by the initial zoning of the Property established by this Ordinance. The Town Clerk is instructed to record the Zoning Amendment Map for the Property in the real property records of Weld County, Colorado following the date on which the Community Development Director and Town Engineer have made any technical corrections to the Zoning Amendment Map to conform the same to all applicable requirements of the Land Use Code or otherwise requested by the Community Development Director and Town Engineer and the Applicant has fully paid any outstanding fees to the Town related to the Town's review and processing of the Zoning Amendment Map.

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 ordinance available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 29TH DAY OF JULY, 2024.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

Exhibit 1
AMK Legal Description

A parcel of land, situate in the Southeast Quarter of Section Eleven (11), Township Three North (T.3N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the South Quarter Corner of said Section 11 and assuming the South line of the Southeast Quarter of Section 11, as bearing North 89°36'43" East, being a Grid Bearing of the Colorado State Plane, North Zone, North American Datum 1983/2011, a distance of 2628.10 feet, monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 27269 at the South Quarter Corner and monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 22098 at the Southeast Corner of said Section 11, and with all other bearings contained herein relative thereto;

THENCE North 00°23'17" West, along the West line of the Southeast Quarter of said Section 11, a distance of 30.00 feet to the North Right of Way of Weld County Road 34 and the South line of George Raterink Annexation as recorded September 4, 1985, as reception number 2023518 of the records of the Weld County Clerk and Recorder;

THENCE North 89°36'44" East, along said North Right of Way, a distance of 23.76 feet to the POINT OF BEGINNING;

THENCE North 89°36'43" East, continuing along said North Right of Way, a distance of 696.17 feet to the West line of Lot A, Recorded Exemption 1207-11-4-RE2311, as recorded November 18, 1998, as reception number 2654501 of the records of the Weld County Clerk and Recorder;

Thence along the West line of said Lot A the following 7 courses;

THENCE North 04°53'21" West a distance of 75.27 feet;

THENCE North 14°35'26" West a distance of 130.14 feet;

THENCE North 30°14'00" West a distance of 90.76 feet;

THENCE North 89°57'27" West a distance of 12.15 feet;

THENCE North 29°27'36" West a distance of 117.69 feet;

THENCE North 14°27'02" West a distance of 426.89 feet;

THENCE North 89°30'09" West a distance of 160.64 feet to the Southeasterly corner of Raterink Annexation, as recorded September 3, 2019, as Reception No. 4519855 of the WCCR;

Thence along the East and North lines of said Raterink Annexation, being coincident with the West and North lines of said RE2311, the following three courses;

THENCE North 00°02'50" West a distance of 510.72 feet;

THENCE North 89°51'02" East a distance of 82.74 feet;

THENCE North 89°11'54" East a distance of 299.73 feet to the Southwest corner of Postle Annexation as recorded November 8, 2021, as Reception No. 4774032 of the WCCR;

Thence along the South line of said Postle Annexation, being coincident with the North line of said RE2311, the following two courses;

THENCE North 89°11'53" East a distance of 29.81 feet;

THENCE North 89°32'29" East a distance of 84.83 feet;

Thence departing said South line of Postle Annexation, and continuing along the East and South lines of said RE2311 the following 4 courses;

THENCE South 03°47'02" East, a distance of 765.98 feet;

THENCE South 30°00'04" East a distance of 243.52 feet;

THENCE South 07°06'52" East a distance of 368.49 feet to the South line of said Southeast Quarter of Section 11;

THENCE South 00°23'17" East a distance of 30.00 feet to the South Right of Way of said Weld County Road 34;

THENCE South 89°36'43" West, along said South line, a distance of 988.85 feet to the East line of Birch Family Farm Annexation as recorded February 17, 2006, as reception number 3363762 of the records of the Weld County Clerk and Recorder;

THENCE North 00°03'30" West, along said East line, a distance of 60.00 feet to the POINT OF BEGINNING.

Said described parcel of land contains 588,970 Square Feet or 13.521 Acres, more or less ($\pm$), as more particularly shown in the annexation map(s) on file with the Town Clerk.

Exhibit 2
AMK Zoning Map
(attached)

AMK ZONING MAP
SITUATE IN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH,
RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.
13.521 ACRES

CERTIFICATE OF OWNERSHIP

The undersigned [is] [are] the owner(s) of certain lands in Mead, Colorado, described as follows, except public rights-of-way:

A parcel of land, situate in the Southeast Quarter of Section Eleven (11), Township Three North (T.3N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the South Quarter Corner of said Section 11 and assuming the South line of the Southeast Quarter of Section 11, as bearing North 89°36'43" East, being a Grid Bearing of the Colorado State Plane, North Zone, North American Datum 1983/2011, a distance of 2628.10 feet, monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 27269 at the South Quarter Corner and monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 22098 at the Southeast Corner of said Section 11, and with all other bearings contained herein relative thereto;

THENCE North 89°36'43" East along said South line a distance of 722.30 feet to the Southwest corner of Lot A, Recorded Exemption #1207-11-4-RE2311, as recorded November 18, 1998, as Reception No. 2654501 of the records of the Weld County Clerk and Recorder (WCCR);

Thence along the West line of said Lot A the following 7 courses;
THENCE North 04°53'21" West a distance of 30.09 feet to the North Right of Way (ROW) line of Weld County Road 34 (WCR 34) and to the POINT OF BEGINNING;
THENCE North 04°53'21" West a distance of 75.27 feet;
THENCE North 14°35'26" West a distance of 130.14 feet;
THENCE North 30°14'00" West a distance of 90.76 feet;
THENCE North 89°57'27" West a distance of 12.15 feet;
THENCE North 29°27'36" West a distance of 117.69 feet;
THENCE North 14°27'02" West a distance of 426.89 feet;
THENCE North 89°30'09" West a distance of 160.64 feet to the Southeasterly corner of Raterink Annexation, as recorded September 3, 2019, as Reception No. 4519855 of the WCCR,
Thence along the East and North lines of said Raterink Annexation, being coincident with the West and North lines of said RE2311, the following three courses;
THENCE North 00°02'50" West a distance of 510.72 feet;
THENCE North 89°51'02" East a distance of 82.74 feet;
THENCE North 89°11'54" East a distance of 299.73 feet to the Southwest corner of Postle Annexation as recorded November 8, 2021, as Reception No. 4774032 of the WCCR;
Thence along the South line of said Postle Annexation, being coincident with the North line of said RE2311, the following two courses;
THENCE North 89°11'53" East a distance of 29.81 feet;
THENCE North 89°32'29" East a distance of 84.83 feet;
Thence departing said South line of Postle Annexation, and continuing along the East and South lines of said RE2311 the following 4 courses;
THENCE South 03°47'02" East, a distance of 765.98 feet;
THENCE South 30°00'04" East a distance of 243.52 feet;
THENCE South 07°06'52" East a distance of 338.28 feet to the North ROW line of WCR 34;
THENCE South 89°36'43" West, along said North line, a distance of 288.79 feet to the POINT OF BEGINNING.

and [do/does] hereby lay out and establish this Zoning Amendment Map of the above-described land under the name and style of AMK ANNEXATION; and further acknowledge(s) that: a) the change in zoning shall be from AGRICULTURAL to LIGHT INDUSTRIAL zoning, in accordance with the requirements of Article 16 of the Mead Municipal Code; b) all conditions, terms and specifications designated or described herein shall be binding on the owner(s) and the heirs, successors and assigns of the owner(s); and c) the signature hereon of any representative of a partnership, limited liability company, or corporate entity, as applicable, indicates that all required approvals have been obtained.

Thus-described Zoning Amendment Map contains 529,702 square feet or 12.160 acres, more or less, together with and subject to all easements and rights-of-way existing and/or of public record.

In witness whereof, [I] [we] have hereunto set [my] [our] hand(s) and seal(s) this ____ day of _____, 20__.

AMK Properties LLC

By: _____

Name: _____

Title: _____

State of Colorado)

) ss

County of Weld)

The foregoing Certificate of Ownership was acknowledged before me this ____ day of _____, 20__, by _____, as _____ of _____, a _____.

Witness My Hand and Seal: _____
Notary Public

My commission expires: _____

SURVEYOR'S CERTIFICATE

I, Steven Parks a licensed Professional Land Surveyor in the State of Colorado, do hereby certify that the Zoning Amendment Map shown hereon is a correct delineation of the above described parcel of land.

I further certify that the Zoning Amendment Map (and legal description(s)) were prepared under my personal supervision and in accord with applicable State of Colorado requirements on this _____ day of _____, 20__.

CERTIFICATE OF APPROVAL BY THE BOARD OF TRUSTEES

The Annexation Map shown hereon is approved and accepted by Ordinance Number _____, passed and adopted at the regular meeting of the Board of Trustees of Mead, Colorado held on the ____ day of _____, 20__.

Mayor _____ Attest: _____
Town Clerk

CERTIFICATE OF LIENHOLDER/DEED OF TRUST HOLDER

The undersigned hereby certifies that it is a lawful lienholder/deed of trust holder as to the real property described in this Zoning Amendment Map, does hereby certify that it acknowledges the establishment of this Zoning Amendment Map, and accepts the conditions and restrictions (if any) set forth in this Zoning Amendment Map.

AMK Properties LLC

By: _____

Name: _____

Title: _____

State of Colorado)

) ss

County of Weld)

The foregoing Certificate of Lienholder/Deed of Trust Holder was acknowledged before me this ____ day of _____, 20__, by _____, as _____ of _____, a _____.

Witness My Hand and Seal: _____
Notary Public

My commission expires: _____

Planning Commission Certificate

Recommended for Approval by the Mead Planning Commission this ____ day of _____, 20__.

Chairperson _____ Secretary _____

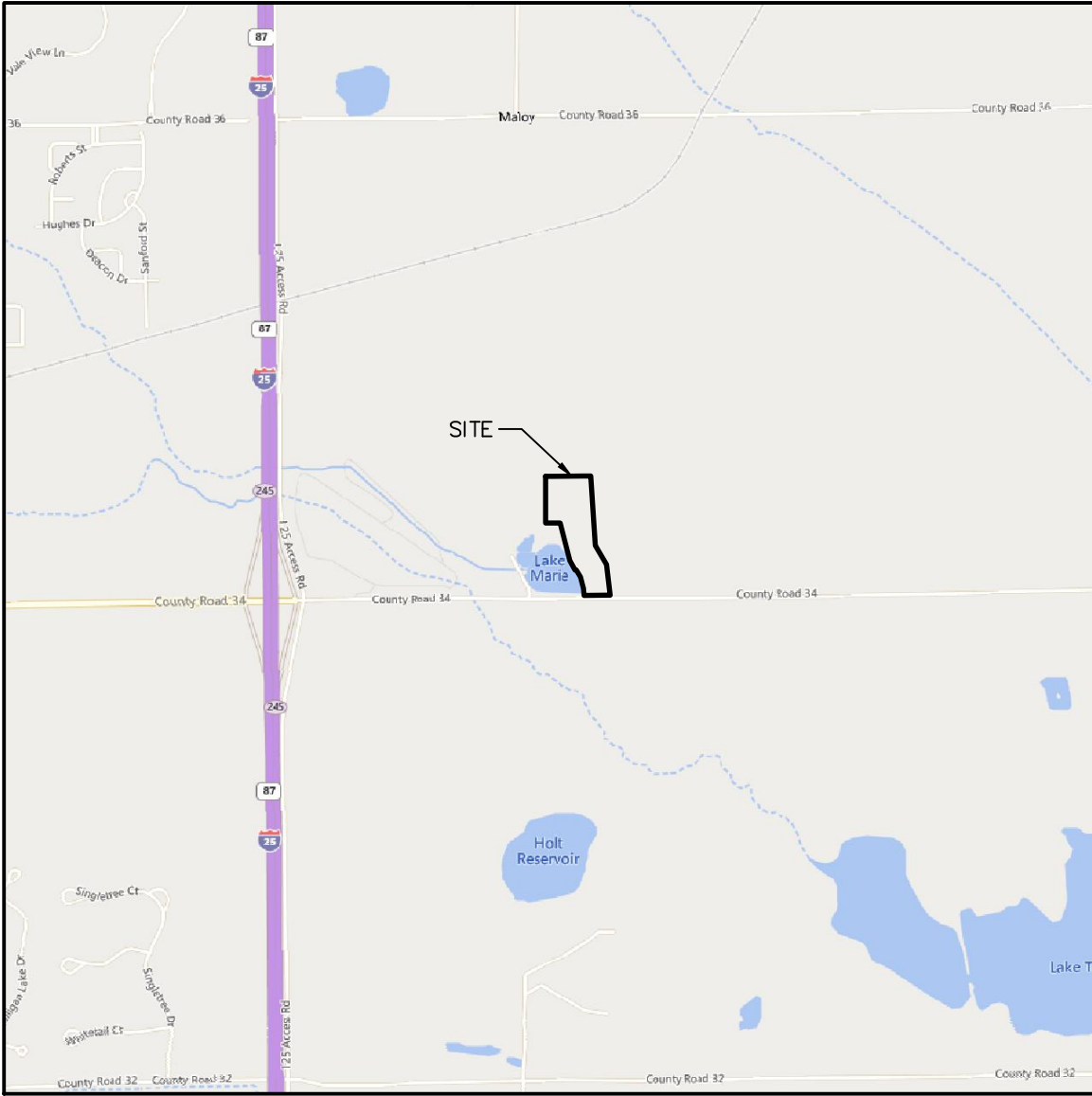
TITLE COMMITMENT NOTE

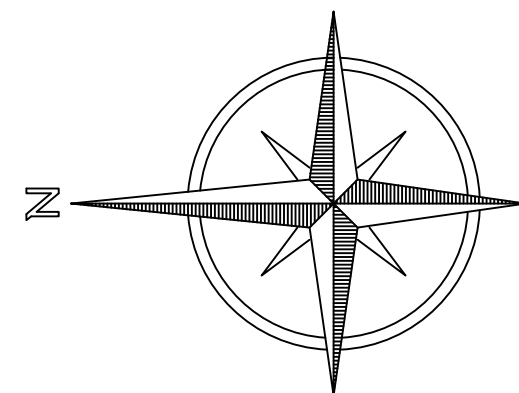
For all information regarding easements, rights-of-way and title of records, Majestic Surveying, LLC relied upon Title Commitment Number FCC25196634, dated March 9, 2022, as prepared by Land Title Guarantee Company to delineate the aforesaid information.

This survey does not constitute a title search by Majestic Surveying, LLC to determine ownership or easements of record.

SURVEYOR'S NOTES

1. Adjacent parcel ownership provided by county assessor page at the time of survey.





AMK ZONING MAP

SITUATE IN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH,
RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.
12.160 ACRES

TOWN OF MEAD
ZONE: LIGHT INDUSTRIAL
POSTLE ANNEXATION
REC. NO. 4774032

WELD COUNTY
ZONE: AGRICULTURAL

PARCEL NO. 120711400085
LOT B
RECORDED EXEMPTION
1207-11-4-RE2311

EXISTING ZONING: AG AGRICULTURAL (WELD)
PROPOSED ZONING: LIGHT INDUSTRIAL (MEAD)

SUBJECT PARCEL
529,702 SQ. FT.
12.160 ACRES

LOT A
RECORDED EXEMPTION
1207-11-4-RE2311

WELD COUNTY
ZONE: AGRICULTURAL

SOUTHEAST CORNER
SECTION 11, T3N, R68W
FOUND #6 REBAR WITH 3.25"
ALUMINUM CAP LS 22098
(1995)

PARCEL NO. 120711400003

TOWN OF MEAD
ZONE: LIGHT INDUSTRIAL
RATERINK ANNEXATION
REC. NO. 4519855

LOT 4, BLOCK 1
RATERINK MIXED USE
FINAL PLAT

LOT 4, BLOCK 1
RATERINK MIXED USE
FINAL PLAT

TOWN OF MEAD
ZONE: LIGHT INDUSTRIAL
RATERINK ANNEXATION
REC. NO. 4519855
PARCEL NO. 120711302004

WELD COUNTY
ZONE: AGRICULTURAL
LAKE MARIE

PARCEL NO. 120711000086

TOWN OF MEAD
ZONE: HIGHWAY COMMERCIAL
GEORGE RATERINK
ANNEXATION REC. NO.
2023518

TOWN OF MEAD
BIRCH FAMILY
FARM ANNEXATION
REC. NO. 3363762

LEGEND

- | | |
|---|-----------------------------|
| ■ ALIQUOT CORNER AS DESCRIBED | — ZONING BOUNDARY |
| ○ CALCULATED POSITION | - - - - - EASEMENT LINE |
| ■ FOUND MONUMENT AS DESCRIBED | - - - - - RIGHT OF WAY LINE |
| ▲ FOUND #4 REBAR WITH YELLOW PLASTIC CAP LS 11682 | - - - - - SECTION LINE |
| ◆ FOUND #4 REBAR WITH YELLOW PLASTIC CAP LS 26971 | — PARCEL LINE |
| ● FOUND #4 REBAR WITH RED PLASTIC CAP LS 38348 | |

BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

Assuming the South line of the Southeast Quarter of Section 11, Township 3 North, Range 68 West of the 6th P.M., monumented as shown on this drawing, as bearing North 89°36'43" East, being a Grid Bearing of the Colorado State Plane, North Zone, North American Datum 1983/2011, a distance of 2628.10 feet and with all other bearings contained herein relative thereto.

The lineal dimensions as contained herein are based upon the "U.S. Survey Foot".

PRELIMINARY

Steven Parks - On Behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38348



MAJESTICSURVEYING.COM
(970) 853-5698

NOTICE
According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon. (13-86-105 C.R.S. 2012.)

DATE:	REVISIONS:	NAME: 4665 WCR 34	PROJECT NO: 2022243
		CUSTOMER: CLAYSTONE	DATE: 10-20-2022
		FILE NAME: 2022243.ZONE	DRAWN BY: MAK
		SCALE: 1" = 60'	CHECKED BY: JJ

2
SHEET 2 OF 2

**TOWN OF MEAD, COLORADO
ORDINANCE NO. 1061**

**AN ORDINANCE OF THE TOWN OF MEAD, COLORADO, APPROVING AN
ANNEXATION AGREEMENT WITH AMK PROPERTIES LLC FOR THE AMK
ANNEXATION**

WHEREAS, AMK Properties LLC, a Colorado limited liability company (the “Owner”) is the record owner of approximately 13.521 acres of land located within the boundaries of the AMK Annexation (the “Property”), which Property has been annexed to the Town of Mead by Ordinance No. 1059; and

WHEREAS, the Town and the Owner have negotiated the terms of an annexation agreement, a copy of which is on file with the Town Clerk’s Office (the “Annexation Agreement”); and

WHEREAS, the Board of Trustees finds that it is in the best interests of the Town to approve the Annexation Agreement; and

WHEREAS, Section 16-8-110(b) of the *Mead Municipal Code* requires that annexation agreements be approved by ordinance.

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

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

Section 2. Annexation Agreement Approved. The Board of Trustees hereby approves the Annexation Agreement between the Town and the Owner, a copy of which is on file with the Town Clerk’s office, and authorizes the Mayor to execute the Annexation Agreement on behalf of the Town and further authorizes the Town Clerk to attest the Mayor’s signature.

Section 3. Direction to Town Staff. The Board of Trustees hereby directs Staff to complete all necessary procedures necessary for the effectiveness of the Annexation Agreement including: (1) recording a fully executed copy of the Annexation Agreement in the real property records of Weld County, and (2) filing the fully executed Annexation Agreement of record with the Town Clerk of the Town of Mead, Colorado.

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 ordinance available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 29TH DAY OF JULY, 2024.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

ANNEXATION AGREEMENT
AMK PROPERTIES, LLC ANNEXATION

THIS ANNEXATION AGREEMENT (hereinafter "AGREEMENT") is made and entered into this 23rd day of July, 2024, by and between **AMK PROPERTIES, LLC**, a Colorado limited liability company with a principal office address of 11840 Highway 52, Fort Lupton, Colorado 80621 ("ANNEXOR"), and the **TOWN OF MEAD**, a municipal corporation of the State of Colorado ("Mead" or "TOWN") and shall be effective upon the later of: (a) the effective date of the annexation ordinance, or (b) the satisfaction of the municipal filing requirements of § 31-12-113(2)(a)(I) and (2)(a)(II)(A) (the "Effective Date").

WITNESSETH:

WHEREAS, the ANNEXOR desires to annex to the Town certain property situated in unincorporated territory in the County of Weld and State of Colorado, being more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference, hereinafter referred to as "PROPERTY" or "the PROPERTY"; and

WHEREAS, the TOWN wishes to control its growth in a planned and orderly fashion, maintaining and improving quality of life and the TOWN's ability to provide and enhance environmental amenities, services and local opportunity for its citizens; and

WHEREAS, the ANNEXOR wishes to develop the PROPERTY for uses compatible with its objectives and those of the TOWN; and

WHEREAS, the ANNEXOR acknowledges and agrees that upon annexation, the PROPERTY will be subject to all ordinances, resolutions, and other regulations of the TOWN, as they may be amended from time to time; and

WHEREAS, the parties mutually recognize and agree that it is necessary and desirable for orderly development that the TOWN be the source of necessary urban services for property to be developed, such as police protection, and local government administration; and

WHEREAS, the parties agree that it is in the public interest of the parties hereto to enter into a written agreement as to the overall plan of development, including location and dedication of public ways and public areas, zoning, dedication of water rights and location and payment regarding roads, utilities and other improvements; and

WHEREAS, the ANNEXOR acknowledges and agrees that: (1) annexation of unincorporated territory by the TOWN is legislative in nature; (2) establishment of terms and conditions related thereto are a matter of contract, concerning which the TOWN has very broad authority and discretion; and (3) the TOWN is under no obligation to annex the PROPERTY, and does so only upon terms and conditions that are acceptable to it; and

WHEREAS, notwithstanding the foregoing, the ANNEXOR further acknowledges and agrees that the need for conveyances and dedication of certain property, including but not limited to property for streets, rights-of-way and easements, parks and open space, utility facilities and other public

improvements, to the TOWN as contemplated in this AGREEMENT, and other obligations and requirements imposed upon the ANNEXOR by this AGREEMENT, are directly related to and generated by the development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation; and

WHEREAS, the ANNEXOR has previously executed and filed with the Town Clerk a Petition for Annexation of the PROPERTY into the Town, which Petition was found to be in substantial compliance with the Colorado Municipal Annexation Act, §§31-12-101, *et seq.*, C.R.S. (the "Act").

NOW, THEREFORE, in consideration of the foregoing covenants, promises and agreements of each of the parties hereto, to be kept and performed by each of them, it is agreed by and between the parties as follows:

1. **RECITALS.** The foregoing recitals are hereby confirmed and incorporated into this AGREEMENT, as if fully set forth.
2. **BASIC INTENT.** The intent of this AGREEMENT is to set forth the basic requirements for annexation and development of the PROPERTY described above. This AGREEMENT shall be binding upon the parties, their successors and assigns, and may not be modified except by further written agreement.
3. **TERM AND TERMINATION.**
 - a. **Commencement of Term.** The term of this AGREEMENT shall commence upon the Effective Date.
 - b. **Termination of Term.** This AGREEMENT shall terminate upon the twenty-fifth (25th) anniversary of the Effective Date without further action of the parties and this AGREEMENT shall have no further force or effect; provided, however, such termination shall not affect: (1) annexation of the PROPERTY into the Town; (2) zoning of the PROPERTY; (3) any statutory or common law vested property rights established prior to such termination; or (4) any right arising from Town permits, approvals or other entitlements for the PROPERTY which were granted or approved prior to, concurrently with, or subsequent to the Effective Date.
 - c. **Covenants.** The provisions of this AGREEMENT shall constitute covenants or servitudes that shall touch, attach to and run with the PROPERTY. The burdens and benefits of this AGREEMENT shall bind and inure to the benefit of all estates and interests in the PROPERTY and all successors in interest to the parties to this AGREEMENT, except as otherwise provided in this AGREEMENT.
4. **DEVELOPMENT.** The ANNEXOR agrees that the PROPERTY annexed shall be developed in general conformity with the TOWN's comprehensive plans, subdivision regulations, zoning code, building codes and other applicable statutory and local requirements including, without limitation, those pertaining to subdivision, land use, streets, storm drainage, utilities, landscaping, parks and open spaces and flood control. The TOWN and the ANNEXOR further agree that the TOWN may amend the TOWN's comprehensive plans, subdivision regulations, zoning code, building codes and other applicable statutory and local requirements from time to time as needed to address changing effects upon the TOWN's infrastructure, administration and delivery of governmental services because of

development occurring within the TOWN. The TOWN and the ANNEXOR agree that such plans, regulations, codes and other statutory and local requirements are directly related to and generated by development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation.

- a. **Land Use.** In accordance with the land use categories contained in Chapter 16 of the Mead Municipal Code ("MMC"), the ANNEXOR desires the following zoning designations for the Property: Light Industrial (LI). All residential, commercial and industrial construction will be subject to the types and intensities of land use permitted pursuant to Chapter 16 of the MMC in effect on the date when building permit applications are filed.
 - b. **Phased Development.** The TOWN and the ANNEXOR recognize that property development is subject to market conditions. To assure the TOWN that the development of the PROPERTY proceeds in an orderly manner, the ANNEXOR may, upon the Town's written consent, phase the development.
 1. **Preliminary Plat.** If phased development is utilized in conjunction with a Major Subdivision (as defined in Sec. 16-4-40 of the MMC), a Preliminary Plat for the entire PROPERTY must be provided in accordance with Sec. 16-4-60 of the MMC.
 2. **Final Plat.** The TOWN and the ANNEXOR agree that a Final Plat for the initial phase of development may be submitted with the Preliminary Plat for the entire PROPERTY. Subsequent Final Plats shall generally conform to the approved Preliminary Plat.
5. **MUNICIPAL SERVICES.** The TOWN agrees to provide the PROPERTY with all of the usual municipal services in accordance with this AGREEMENT, and the ordinances and policies of the TOWN, which services shall include, but are not limited to, general government administration, police protection, public works services, and all other services customarily and currently provided by the TOWN in the area to be annexed. The ANNEXOR acknowledges, agrees and accepts that the TOWN does not provide telephone, cable TV, electricity, water, natural gas services, or fire protection services to the area to be annexed.
- a. The ANNEXOR agrees to petition for inclusion of the PROPERTY into the Northern Colorado Water Conservancy District, St. Vrain Valley School District RE1J, and the Mountain View Fire Protection District within thirty (30) days of the Effective Date, if the PROPERTY is not already included within said districts. The ANNEXOR appoints the Town Clerk as its agent for the purpose of petitioning for inclusion into said special districts, in the event the ANNEXOR fails to do so, and the ANNEXOR agrees to pay all costs associated therewith, but nothing herein shall obligate the TOWN to affirmatively act pursuant to such appointment, or create any liability for the TOWN related thereto.
 - b. Nothing in this AGREEMENT shall provide the ANNEXOR with priority for utility, public safety, and other public services by the TOWN. If utility, public safety, or other public services are not available to coordinate with the ANNEXOR's development schedule, the ANNEXOR shall either delay development until funding becomes available, or fully advance funds necessary to accelerate the services' availability

and priority, according to the TOWN's policies and regulations, and the provisions of this AGREEMENT.

6. **PUBLIC IMPROVEMENTS.** The ANNEXOR agrees to design, construct and install at its sole cost and expense, in accordance with TOWN-approved plans, all public improvements within or adjacent to the PROPERTY as necessary to serve the PROPERTY including but not limited to water distribution, sewage collection, gas service, electric service, street and trail lighting, streets, curb, gutter, sidewalks, storm sewer lines, storm drainage improvements, fire hydrants, pedestrian and non-motorized trails, street median/boulevard and subdivision entryway landscaping and park improvements. All the above-described public improvements shall be constructed to the TOWN standards, or where applicable, to the standards of the utility or fire protection district providing the service. All utilities shall be placed underground. The TOWN and the ANNEXOR agree that such public improvements are directly related to and generated by development intended to occur within the PROPERTY.
- a. All public and private roads shall be constructed to the TOWN's standards. Trails shall be constructed as an integral feature of the development, in accordance with the TOWN's construction standards. Unless otherwise agreed to by the parties, all public roads, trails and rights-of-way shall be dedicated to the TOWN. The ANNEXOR will install, at the ANNEXOR's expense, street name signs, striping, stop signs, speed limit and other signs on all streets, in accordance with the Model Traffic Code, as from time to time amended, and other applicable legal requirements.
 - b. Lights along streets and trails shall be installed in accordance with plans approved by the electric service provider and the TOWN. The type of light shall be approved by the TOWN.
 - c. Utilities and streets shall be sized to provide for development of the PROPERTY and to accommodate the development of adjacent property. The ANNEXOR may be required to oversize utilities and construct off-site improvements to utilities and transportation infrastructure benefitting the PROPERTY or to accommodate future development within the area. Said oversizing of utilities and off-site improvements to utilities and transportation infrastructure may be eligible for reimbursement by the TOWN, future developers, or users of the facilities. Any reimbursements to the ANNEXOR shall be specifically identified in the Subdivision Improvements Agreement or other similar agreement acceptable to the TOWN ("SIA") applicable to the PROPERTY. ANNEXOR may be reimbursed for oversizing utilities or streets as set forth in the applicable SIA or site plan agreement.
 - d. The ANNEXOR agrees to provide the Town with a two (2) year guarantee for all public improvements, which two-year warranty period shall run from the date of conditional or probationary acceptance of the applicable public improvements. If requested by the TOWN, the ANNEXOR agrees to dedicate to the TOWN any or all required public improvements.
 - e. The ANNEXOR agrees to enter into a SIA pertaining to such improvements and other matters before any development of the PROPERTY. Oversizing of public improvements, if required and if applicable, may be subject to reimbursement if specifically identified in the SIA.

- f. The ANNEXOR agrees to pay the full cost of relocating existing utilities that may be required by the development of the PROPERTY. All existing overhead utilities within the PROPERTY or in road rights-of-way adjacent to the PROPERTY, including but not limited to electric or telecommunications lines and cables, shall be relocated underground. Facilities designed for the transmission or distribution of electric energy at voltages greater than 15,000 volts shall be exempt from this requirement.
 - g. If the ANNEXOR cannot acquire an off-site easement or rights-of-way necessary to develop the PROPERTY, the ANNEXOR may request the TOWN's assistance in acquiring the easements or rights-of-way. Any assistance provided by the TOWN shall be in compliance with Colorado law authorizing the TOWN's use of eminent domain. The ANNEXOR shall advance to the TOWN all acquisition costs, including any court costs and attorneys' fees, the TOWN may incur in providing assistance.
 - h. The ANNEXOR agrees to design, construct and install landscaping and park improvements at its sole cost and expense, in accordance with a landscaping and park development plan approved by the TOWN, to be included as part of any Final Plat(s), Site Plan, or other applicable entitlement, if required by the MMC.
- 7. **WATER RIGHTS.** It is agreed by the parties that the PROPERTY will receive domestic water service from the Little Thompson Water District ("LTWD") and not from the TOWN. Therefore, water rights will not be required to be dedicated to the TOWN, except that at the sole discretion of the TOWN, raw water or cash-in-lieu may be required for the irrigation of any lands dedicated for public use or open space. However, the ANNEXOR shall comply at the time of development with all of LTWD's water dedication and other requirements for obtaining domestic water service.
- 8. **LAND DEDICATION.** The dedication to the TOWN of land in fee simple for public streets and other public ways, and the dedication and grant to the TOWN of easements for utilities or other purposes shall be by plat dedication, unless otherwise directed by the TOWN. If applicable, and unless otherwise directed by the TOWN, dedications for parks and open space and other public purposes (except public streets and other public ways) shall be by Special Warranty Deed or other appropriate instrument of conveyance acceptable to the TOWN. Such dedications and transfers of ownership shall occur promptly upon request of the TOWN, except that internal streets and other public ways shall be dedicated at the time of subdivision platting, unless the TOWN specifies another time. The suitability and acceptance of any land proposed to be dedicated to the TOWN shall be at the sole discretion of the TOWN. The TOWN and the ANNEXOR agree that such dedications are directly related to and generated by development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation.
 - a. **Parks and Open Space.** The ANNEXOR agrees to provide parks and open space within the PROPERTY in accordance with the requirements set forth in Section 16-2-120 of the MMC, as the same may be amended from time to time.

The ANNEXOR agrees to provide a landscaping and development plan meeting TOWN specifications for parks and open space. Provision for the construction and development of the parks and open space in accordance with the approved plans is to be included as part of any subdivision final plat, or equivalent, approval.

9. **WATER SERVICE.** It is agreed by the parties that the PROPERTY will receive domestic water service from the LTWD, and not from the TOWN. The ANNEXOR shall comply at the time of development with LTWD's requirements. The TOWN does not warrant the availability of water service by the LTWD to the ANNEXOR for any phase of development. The TOWN shall require proof of purchase or existence of a water tap for the building site before a building permit will be issued for the site. If the PROPERTY is not already located within the boundaries of LTWD or the Northern Colorado Water Conservancy District ("NCWCD"), the ANNEXOR agrees to petition for inclusion into LTWD or NCWCD, as applicable, and further agrees and consents to the payment of any fees and taxes levied by LTWD or NCWCD as a condition of said inclusion.
10. **SEWER SERVICE.** It is agreed by the parties that the PROPERTY will receive sanitary sewer service from the TOWN, subject to the following conditions.
- a. **Improvements.** The ANNEXOR shall be responsible for the cost and construction of all necessary improvements to the TOWN's sanitary sewer collection system in order to provide sewer service to the PROPERTY, at no expense to the TOWN. Such improvements may include oversizing of lines, lift stations, and force main facilities, and shall be set forth with specificity in the SIA and/or the Expansion Analysis, as defined in subsection (b) below. To the extent that required improvements will serve real property other than the PROPERTY, the TOWN will seek contributions from such other property based on its pro rata share of capacity with respect to such improvements and reimburse ANNEXOR for such amounts. Required improvements shall be in conformance with the TOWN's Standard Design Criteria and shall not cause degradation of the existing sanitary sewer service to the TOWN's residents. The improvements to be dedicated to the TOWN shall be identified with specificity in the Expansion Analysis and/or written agreement with the TOWN, such as the SIA. Any such improvements dedicated to the TOWN shall be dedicated free and clear of all encumbrances. Oversizing of lines, lift stations, or force main facilities may be subject to reimbursement, as provided in the applicable SIA or site plan agreement.
 - b. **Expansion of Existing Facilities.** The TOWN reserves the right to require ANNEXOR, based on the scale of any future development or redevelopment of the PROPERTY, to pay for the cost of an independent study to assess the need for expansion of the TOWN's existing sanitary sewer collection system ("Expansion Analysis") and determine the equitable share of such expansion attributable to the proposed development or redevelopment of the PROPERTY ("Expansion Costs"). ANNEXOR shall be responsible for the payment of such Expansion Costs. The TOWN reserves the right to withhold any building permits or certificates of occupancy for any development or redevelopment of the PROPERTY until such time as the Expansion Analysis has been completed and the Expansion Costs have been paid in full.
 - c. **Fees.** ANNEXOR agrees to pay all fees required by the TOWN for sanitary sewer service, including, without limitation, tap fees, sewer plant investment fees, administrative fees, sewer user fees, industrial discharge permit fees and the Expansion Costs, according to the TOWN'S adopted fee schedule in effect at the

time of permit issuance.

11. **DRAINAGE.** In conformance with the TOWN's standards and specifications, the ANNEXOR shall make provisions to control all storm water runoff greater than that historically generated from the PROPERTY. The ANNEXOR shall not alter historic flows in a manner that would adversely affect upstream, downstream or internal properties. The TOWN and the ANNEXOR agree that such drainage improvements are directly related to and generated by development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation.
- a. **Drainage Plan.** The ANNEXOR, at its sole expense, shall prepare a master drainage plan for the PROPERTY. The master drainage plan shall show the location and extent of all drainage system improvements, including but not limited to collection and detention facilities. If the master drainage plan results in changes to drainage or irrigation facilities affecting other property or facility owners, the TOWN may require the ANNEXOR to obtain written consent from each property or facility owner for the changes before the TOWN will approve the plan. The TOWN may require the ANNEXOR to update the master drainage plan for the PROPERTY for the review of each final plat to determine the configuration, timing, and responsibility for the improvements.
 - b. **Drainage Improvements.** The master drainage plan, as approved by the TOWN, shall state the ANNEXOR's responsibility for on-site drainage improvements. The master drainage plan may include construction of facilities to convey, collect and detain irrigation and storm water. The master drainage plan shall also state the ANNEXOR's responsibility for off-site improvements. The ANNEXOR shall construct all improvements in an appropriate sequence to meet the demands that development of the PROPERTY generates. The ANNEXOR shall meet all the TOWN's standards and specifications in effect at the time of construction. The SIA will address these responsibilities in detail, including any proportionate reimbursements from adjacent and/or benefitting property owners or as stated in the MMC then in effect.
 - c. **Flood Plains.** If any portion of the PROPERTY lies within a flood plain, including unmapped flood plains, as defined by the Federal Emergency Management Agency (FEMA), the ANNEXOR is responsible for all the necessary design and materials to be submitted to FEMA for proposed changes to the flood plain designation. Any submittal to FEMA must be reviewed and approved by the TOWN before submittal to FEMA.
 - d. **Maintenance of Drainage Facilities.** Detention ponds, private storm sewers, underdrains, and other drainage facilities shall be owned and maintained by the ANNEXOR, a Title 32, C.R.S. metropolitan district having the PROPERTY within its service area boundaries ("METRO DISTRICT") or a Homeowners' or Property Owners' Association, unless otherwise agreed to by the TOWN and stated in the SIA.
12. **TRANSPORTATION FACILITIES.** The ANNEXOR shall provide the TOWN a traffic study in accordance with the criteria as specified by the TOWN at the time of submittal of the

Preliminary Plat, Final Plat, Site Plan, as applicable, or such other time determined by the TOWN, unless the TOWN waives the requirement. The TOWN and the ANNEXOR agree that such transportation improvements as depicted in the traffic study are directly related to and generated by development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation.

- a. For development of the PROPERTY to occur, the ANNEXOR may be required to acquire certain off-site rights-of-way or other property interests for the construction of off-site improvements, as identified in the approved traffic study or future updates to the study. All acquisition costs of off-site rights-of-way or other property interests necessary to serve the PROPERTY shall be the ANNEXOR's sole responsibility, but may be subject to reimbursement as detailed in the SIA.
 - b. For development of the PROPERTY to occur, certain on-site and off-site transportation improvements, as identified in the approved traffic study, shall be required. Unless otherwise agreed to by the parties, the ANNEXOR shall construct all such transportation improvements, at its sole expense, in a sequence acceptable to the TOWN to meet the demands that development of each phase of the PROPERTY will generate. The ANNEXOR shall follow all applicable provisions and standards of the MMC.
 - c. The ANNEXOR's construction of arterial street improvements, and arterial intersection improvements in excess of the cost of a collector street, excluding rights-of-way (or other property interests) and site-specific improvements, may be subject to reimbursement by the TOWN or adjacent benefitted property, as specified in the SIA. Notwithstanding the foregoing, the Annexor understands and agrees that, being an annexation, the Town is under no obligation to reimburse or seek reimbursement by third parties, unless otherwise agreed to by the parties hereto.
 - d. The ANNEXOR is solely responsible for construction of all transportation improvements to accommodate development of the PROPERTY that do not directly benefit other properties. In no event shall the TOWN provide for reimbursement to the ANNEXOR for these expenses.
13. **PARKS AND OPEN SPACE.** The Mead Comprehensive Plan identifies park and open space land within the planning area. At the time of platting the PROPERTY, subject only to encumbrances acceptable to the TOWN, the ANNEXOR shall preserve, construct, develop and dedicate to the TOWN, METRO DISTRICT, or homeowners' or property owners' association all park and open space areas within, crossing, or bordering the PROPERTY as depicted in the Mead Comprehensive Plan and as configured in the approved Final Plat(s) or other applicable entitlement documents.
 14. **FIRE PROTECTION.** The ANNEXOR shall be solely responsible for installing all fire hydrants and other fire protection measures on the PROPERTY and its perimeter as may be required by the Mountain View Fire Protection District.
 15. **COST ALLOCATION AND RECAPTURE OF COSTS FOR PUBLIC AND COMMON IMPROVEMENTS.** The TOWN may require the ANNEXOR to pay for other public

improvements that relate to development of the PROPERTY. These public improvements may benefit not only the PROPERTY, but also adjacent landowners and the public.

- a. The TOWN shall assure construction of public improvements by requiring the ANNEXOR to execute a SIA. The TOWN shall require financial security by the ANNEXOR before development of all or any applicable phases of development, as required by the MMC.
- b. Where the ANNEXOR constructs public improvements that will also benefit other property owners and the public, reimbursement to the ANNEXOR, if any, shall be according to the MMC in effect at the time of development, and detailed in the ANNEXOR's SIA, unless otherwise agreed to by the parties.
- c. Where the ANNEXOR's property abuts or benefits from existing public improvements that have been constructed by others (including the TOWN), the ANNEXOR may be required to participate in those public improvements according to the MMC in effect at the time of development and as detailed in the ANNEXOR's SIA.

16. **DEVELOPMENT IMPACT FEES.** The TOWN has established certain uniform development impact fees that directly address the effect of development intended to occur within the PROPERTY upon the TOWN's infrastructure, administration and delivery of governmental services. The ANNEXOR agrees to the payment of these uniform development impact fees as established by the TOWN. The TOWN and the ANNEXOR further agree that the TOWN may amend the development impact fees from time to time as needed to address changing effects upon the TOWN'S infrastructure, administration and delivery of governmental services as a result of development occurring within the TOWN. The development impact fees are to be paid at the then current rate upon subdivision of the PROPERTY and/or the issuance of building permits. The TOWN and the ANNEXOR agree that the necessity of such development impact fees is directly related to and generated by development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation.

17. **CONFORMANCE WITH TOWN REGULATIONS.** The ANNEXOR agrees, without limitation, that the design, improvement, construction, development, and use of the PROPERTY shall be in conformance with the TOWN's Design Standards and Construction Specifications, as may be amended from time to time ("Standards and Specifications"), including, without limitation, those pertaining to subdivision and site design, streets and pedestrian ways, storm drainage, utilities, landscaping, park and open space design, and flood control. The TOWN and the ANNEXOR agree that the necessity of such TOWN regulation is directly related to and generated by development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation.

18. **OIL AND GAS DEVELOPMENT.**

- a. The ANNEXOR agrees that in the development of the PROPERTY, the ANNEXOR will comply with the TOWN's regulations with regard to setbacks from existing wells and production facilities for lots, streets and buildings.

- b. The ANNEXOR agrees to provide dedicated easements or outlots over existing oil and gas gathering lines or transmission lines, or to relocate existing oil and gas gathering lines or transmission lines into dedicated easements or outlots during platting and development. Dedicated easements for oil and gas gathering lines or transmission lines shall not be located in or across residential lots, or within public streets, and shall cross public streets only at right angles.
 - c. ANNEXOR shall comply with all applicable state law requirements regarding surface use agreements, including Title 24, Article 65.5 of the Colorado Revised Statutes.
 - d. All existing oil and gas access roads located on the PROPERTY will remain where they are until the platting of the PROPERTY, and shall be considered a maintenance obligation between the ANNEXOR and the oil and gas company(s). The TOWN shall not be responsible for any maintenance of any current oil and gas access road.
19. **EXCLUSIVITY OF ANNEXATION PETITION.** The ANNEXOR agrees to not sign any other petition for annexation of the PROPERTY or any petition for an annexation election relating to the PROPERTY, except upon request of the TOWN.
20. **SPECIAL PROVISIONS APPLYING TO THE AMK PROPERTIES, LLC ANNEXATION.** The provisions contained in **Exhibit B**, attached hereto and incorporated herein, shall specifically apply to the annexation and development of the PROPERTY and, in the event of a conflict between the provisions otherwise set forth in this AGREEMENT and those set forth in **Exhibit B**, the provisions set forth in **Exhibit B** shall control.
21. **CONTRACTUAL NATURE OF ANNEXATION.** The ANNEXOR acknowledges and agrees that the obligations and requirements imposed upon the ANNEXOR and contained herein (including in **Exhibit B**) are conditions of annexation, a matter contractual in nature, and concerning which the TOWN has broad discretion, and ANNEXOR waives any and all rights to legally challenge the imposition of such obligations and requirements, or their validity and enforceability, based upon statutory or case law pertaining to exactions.
22. **ADDITIONAL REQUIREMENTS AS ADDITIONAL DETAILS PROVIDED.** The ANNEXOR acknowledges and agrees that, at the time of annexation, specific details and plans as to certain infrastructure, construction, and other obligations set forth herein are lacking, such obligations being necessarily described in general terms, and further acknowledges and agrees that the TOWN has the authority to, and hereby does, reserve and retain the right to impose, in conjunction with development of the PROPERTY, more detailed and specific standards, specifications, and requirements pertaining to such obligations as a condition of development, as if such more detailed and specific standards, specifications, and requirements were set forth herein as conditions of annexation, that being the intent of the parties hereto.
23. **MISCELLANEOUS PROVISIONS.**
- a. **Interpretation.** Nothing in this AGREEMENT shall constitute or be interpreted as a repeal of the TOWN's ordinances or resolutions, or as a waiver of the TOWN's legislative, governmental, or police powers to promote and protect the health, safety, and welfare of the TOWN and its inhabitants, nor shall this AGREEMENT prohibit

the enactment or increase by the TOWN of any tax or fee.

- b. **Severability.** If any part, section, subsection, sentence, clause or phrase of this AGREEMENT is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the AGREEMENT. The parties hereby declare that they would have agreed to the AGREEMENT including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases are declared invalid.
- c. **Amendments to the AGREEMENT.** This AGREEMENT may be amended, at any time, upon agreement of the parties hereto. Such amendments shall be in writing, shall be recorded with the County Clerk & Recorder of Weld County, Colorado, shall be covenants running with the land, and shall be binding upon all persons or entities having an interest in the PROPERTY subject to the amendment unless otherwise specified in the amendment.

In addition, this AGREEMENT may be amended by the TOWN and any ANNEXOR without the consent of any other ANNEXOR as long as such amendment affects only that ANNEXOR's portion of the PROPERTY. Such amendments shall be in writing, shall be recorded with the County Clerk & Recorder of Weld County, Colorado, shall be covenants running with the land, and shall be binding upon all persons or entities having an interest in the PROPERTY subject to the amendment unless otherwise specified in the amendment.

- d. **Binding Effect.** This AGREEMENT shall be binding upon and inure to the benefit of and be binding upon the parties, their successors in interest, or their legal representatives, including all developers, purchasers and subsequent owners of any lots or parcels within the PROPERTY, and shall constitute covenants running with the land.
- e. **Indemnification.** The ANNEXOR agrees to indemnify and hold harmless the TOWN and the TOWN's officers, employees, agents, and contractors, from and against all liability, claims, and demands, including attorney's fees and court costs, which arise out of or are in any manner connected with the annexation of the PROPERTY, or with any other annexation or other action determined necessary or desirable by the TOWN in order to effectuate the annexation of the PROPERTY, or which is in any manner connected with the TOWN's enforcement of this AGREEMENT. The ANNEXOR further agrees to investigate, handle, respond to, and to provide defense for and defend against or at the TOWN's option to pay the attorney's fees for defense counsel of the TOWN's choice for, any such liability, claims, or demands.
- f. **Termination.** If the annexation of the PROPERTY is, for any reason, not completed then this AGREEMENT shall be null and void and of no force and effect whatsoever.
- g. **Limited Right or Remedy of Disconnection.** No right or remedy of disconnection of the PROPERTY from the TOWN shall accrue from this AGREEMENT, other than as specifically provided by Part 5 of Article 12, Title 31, C.R.S. In the event the PROPERTY or any portion thereof is disconnected at the ANNEXOR's request, and following the adoption of an ordinance by the Board of Trustees of the TOWN which

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ordinance shall include a finding that the best interests of the TOWN shall not be prejudiced by the requested disconnection, the TOWN shall have no obligation to serve the disconnected property or portion thereof and this AGREEMENT shall be void and of no further force and effect as to such property or portion thereof. The parties specifically agree that the provisions of Part 7 of Article 12, Title 31, C.R.S. shall not apply to the PROPERTY. This subparagraph shall survive termination of this AGREEMENT.

- h. **Annexation and Zoning Subject to Legislative Discretion.** The ANNEXOR acknowledges that the annexation and establishment of initial zoning of the PROPERTY are subject to the legislative discretion of the Board of Trustees of the Town of Mead. No assurances of annexation or zoning have been made or relied upon by the ANNEXOR. In the event that the Board of Trustees, in the exercise of its legislative discretion, does not take any action with respect to the PROPERTY herein contemplated, then the sole and exclusive remedy for the breach hereof accompanied by the exercise of such discretion shall be the disconnection from the TOWN in accordance with the terms and conditions of this AGREEMENT.
- i. **Legal Discretion in the Case of Challenge.** The TOWN reserves the right to not defend any legal challenge to this annexation. In the event such a challenge occurs prior to any expiration of any statute of limitation, the TOWN may, at its discretion, choose to legally defend the challenge or allow the challenge to proceed without defense. This does not restrict the ANNEXOR from engaging the TOWN's legal representatives or other counsel of ANNEXOR's choosing in such a defense, at no cost to the TOWN.
- j. **Application of Town Policies.** Upon annexation, all subsequent development of the PROPERTY shall be subject to and bound by the applicable provisions of the TOWN's ordinances, as amended, including public land dedications, provided however, that changes or amendments to the MMC after the date of this AGREEMENT shall in no way limit or impair the TOWN's obligation hereunder, except as specifically set forth in this AGREEMENT. Except as otherwise provided in this AGREEMENT, all TOWN ordinances, regulations, codes, policies and procedures now in existence, and as the same may be adopted or changed from time to time, shall be applicable to the use and development of the PROPERTY. Nothing contained in this AGREEMENT shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abrogation of the TOWN'S legislative, governmental or police powers to promote and protect the health, safety, or general welfare of the TOWN or its inhabitants; nor shall this AGREEMENT prohibit the enactment by the TOWN of any rate, fee, toll, charge or tax which is uniform or of general application.
- k. **Amendments to Governing Ordinances, Resolutions and Policies.** As used in this AGREEMENT, unless otherwise specifically provided herein, any reference to any provision of any TOWN ordinance, resolution, or policy is intended to refer to any subsequent amendments or revisions to such ordinance, resolution, or policy, and the parties agree that such amendments or revisions shall be binding upon the ANNEXOR.

- l. **Legal Fees.** In the event that either party finds it necessary to retain an attorney in connection with a default by the other as to any of the provisions contained in this AGREEMENT, the defaulting party shall pay the other's reasonable attorney's fees and other costs, including but not limited to court costs, incurred in enforcing the provisions of this AGREEMENT.
- m. **Reimbursement for Other Costs.** The ANNEXOR shall reimburse the TOWN for any third party costs necessary for the orderly and proper development of the PROPERTY including, but not limited, to consultant's fees for planning and engineering, and attorney's fees for legal services including, but not limited to, document review, which is directly linked to the PROPERTY.
- n. **Cooperation.** The parties agree that they will cooperate with one another in accomplishing the terms, conditions, and provisions of the AGREEMENT, and will execute such additional documents as necessary to effectuate the same.
- o. **Timely Submittal of Materials.** The ANNEXOR agrees to provide legal documents, surveys, engineering work, newspaper publication, maps, reports and other documents necessary to accomplish the annexation of the PROPERTY and the other provisions of this AGREEMENT, in a timely manner.
- p. **Compliance with State Law.** The ANNEXOR shall comply with all applicable State law and regulations.
- q. **Recording of Agreement.** This AGREEMENT and any amendments thereto shall be recorded in the records of the County Clerk and Recorder, Weld County, Colorado, at the ANNEXOR's expense. Such recordation shall not occur prior to the Effective Date.
- r. **Choice of Law.** In all litigation arising out of the contract, the statutory and common law of the State of Colorado shall be controlling, and venue shall be in the District Court of Weld County, Colorado.
- s. **No Third Party Beneficiaries.** Except as provided in subparagraph "t" below: (i) nothing contained in this AGREEMENT is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party; (ii) absolutely no third party beneficiaries are intended by this AGREEMENT; and (iii) any third-party receiving a benefit from this AGREEMENT is an incidental and unintended beneficiary only.
- t. **Rights of Lenders and Other Interested Parties.** The TOWN is aware that financing for development, construction and/or permanent financing of the PROPERTY may be provided in whole or in part, from time to time, by one or more third parties, including, without limitation, lenders and purchasers of bonds. In the event of any asserted default by the ANNEXOR, the TOWN will provide notice of such asserted default, at the same time notice is provided to the ANNEXOR, to any such lender, trustee for bond holders or other interested third party, if such party has been previously identified in writing to the TOWN by the ANNEXOR. If such interested parties are permitted, under the terms of their agreement(s) with the

ANNEXOR, to cure the default and/or to assume the ANNEXOR's position with respect to this AGREEMENT, the TOWN will recognize such rights of interested parties and otherwise permit such interested parties to cure the default and/or to assume all of the rights and obligations of the ANNEXOR under this AGREEMENT.

24. REPRESENTATIONS.

- a. In addition to the other representations, warranties and covenants made by the parties, the parties make the following representations, warranties and covenants to each other, and may be held liable for any loss suffered as a consequence of any misrepresentation or breach under this section.
- b. Full Authority. Each party has the full right, power and authority to enter into, perform and observe this AGREEMENT.
- c. Other Instruments. Unless otherwise specified in this AGREEMENT, neither the execution of this AGREEMENT, the consummation of the transactions contemplated hereunder, nor the fulfillment of or the compliance with the terms and conditions of this AGREEMENT by each party will conflict with or result in a breach of any terms, conditions, or provisions of, or constitute a default under, or result in the imposition of any prohibited lien, charge, or encumbrance of any nature under any agreement, instrument, indenture, or any judgment, order, or decree to which either party is a party or by which either party is bound.
- d. Binding Agreement. This AGREEMENT is the valid, binding and legally enforceable obligation of the parties and is enforceable in accordance with its terms. This AGREEMENT shall extend to, inure to the benefit of, and be binding upon the TOWN and its permitted successors and assigns and upon the ANNEXOR, its successors and assigns. Subsequent owners of a portion of the PROPERTY shall be bound by those provisions of this AGREEMENT which specifically apply only to those portions of the PROPERTY. This Agreement shall constitute an agreement running with the PROPERTY until: (a) modification or release by mutual written agreement of the TOWN and the ANNEXOR or its permitted successors and assigns; or (b) expiration of the term of this AGREEMENT. Upon the conveyance or other transfer of the PROPERTY by the ANNEXOR to a different entity or person, and provided that the ANNEXOR is not in default at the time of conveyance, upon the conveyance of the PROPERTY the ANNEXOR shall have no liability under this AGREEMENT for any act or omission occurring after the date of such conveyance; in the event of conveyance or other transfer, the transferee shall be deemed to have assumed all liability for any act or omission arising under this AGREEMENT during the period of its ownership of the PROPERTY from and after the date of such conveyance or other transfer. At the request of the TOWN, such transferee shall execute a written agreement with the TOWN confirming the assumption of liability under this AGREEMENT.

- 25. COMPLETE AGREEMENT.** This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this AGREEMENT shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. Except as provided herein there shall be no modifications of this AGREEMENT except in writing, executed with the same formalities as this instrument. Subject to the conditions precedent herein, this AGREEMENT may be enforced in any court of competent jurisdiction.

26. **ORIGINAL COUNTERPARTS.** This AGREEMENT may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

By this acknowledgment, the undersigned hereby certify that the above AGREEMENT is complete and true and entered into of their own free will and volition.

[Signature pages follow].

[Annexor signature page to Annexation Agreement].

ANNEXOR:

AMK Properties, LLC, a Colorado limited liability company

By:



Name: Randy Stippich

Title: Member/Manager

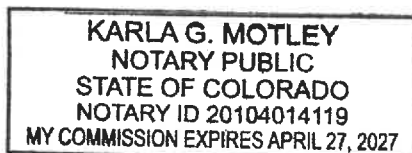
STATE OF COLORADO)
) ss.
COUNTY OF Weld)

The foregoing instrument was acknowledged before me this 23rd day of July, 2024, by Randy Stippich as member/manager of AMK Properties, LLC, a Colorado limited liability company.

My commission expires: 4/27/27

Witness My hand and official seal.

[SEAL]



K. Motley
Notary Public

[Town signature page to Annexation Agreement].

TOWN:

TOWN OF MEAD, a municipal corporation of
the State of Colorado

Colleen G. Whitlow, Mayor, *authorized*
pursuant to Ordinance No. _____

ATTEST:

Mary E. Strutt, MMC, Town Clerk

EXHIBIT A

Legal Description

(the "PROPERTY")

A parcel of land, situate in the Southeast Quarter of Section Eleven (11), Township Three North (T.3N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:
COMMENCING at the South Quarter Corner of said Section 11 and assuming the South line of the Southeast Quarter of Section 11, as bearing North 89°36'43" East, being a Grid Bearing of the Colorado State Plane, North Zone, North American Datum 1983/2011, a distance of 2628.10 feet, monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 27269 at the South Quarter Corner and monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 22098 at the Southeast Corner of said Section 11, and with all other bearings contained herein relative thereto;
THENCE North 00°23'17" West, along the West line of the Southeast Quarter of said Section 11, a distance of 30.00 feet to the North Right of Way of Weld County Road 34 and the South line of George Raterink Annexation as recorded September 4, 1985, as reception number 2023518 of the records of the Weld County Clerk and Recorder;
THENCE North 89°36'44" East, along said North Right of Way, a distance of 23.76 feet to the POINT OF BEGINNING;
THENCE North 89°36'43" East, continuing along said North Right of Way, a distance of 696.17 feet to the West line of Lot A, Recorded Exemption 1207-11-4-RE2311, as recorded November 18, 1998, as reception number 2654501 of the records of the Weld County Clerk and Recorder;
Thence along the West line of said Lot A the following 7 courses;
THENCE North 04°53'21" West a distance of 75.27 feet;
THENCE North 14°35'26" West a distance of 130.14 feet;
THENCE North 30°14'00" West a distance of 90.76 feet;
THENCE North 89°57'27" West a distance of 12.15 feet;
THENCE North 29°27'36" West a distance of 117.69 feet;
THENCE North 14°27'02" West a distance of 426.89 feet;
THENCE North 89°30'09" West a distance of 160.64 feet to the Southeasterly corner of Raterink Annexation, as recorded September 3, 2019, as Reception No. 4519855 of the WCCR;
Thence along the East and North lines of said Raterink Annexation, being coincident with the West and North lines of said RE2311, the following three courses;
THENCE North 00°02'50" West a distance of 510.72 feet;
THENCE North 89°51'02" East a distance of 82.74 feet;
THENCE North 89°11'54" East a distance of 299.73 feet to the Southwest corner of Postle Annexation as recorded November 8, 2021, as Reception No. 4774032 of the WCCR;
Thence along the South line of said Postle Annexation, being coincident with the North line of said RE2311, the following two courses;
THENCE North 89°11'53" East a distance of 29.81 feet;
THENCE North 89°32'29" East a distance of 84.83 feet;
Thence departing said South line of Postle Annexation, and continuing along the East and South lines of said RE2311 the following 4 courses;
THENCE South 03°47'02" East, a distance of 765.98 feet;
THENCE South 30°00'04" East a distance of 243.52 feet;

THENCE South 07°06'52" East a distance of 368.49 feet to the South line of said Southeast Quarter of Section 11;
THENCE South 00°23'17" East a distance of 30.00 feet to the South Right of Way of said Weld County Road 34;
THENCE South 89°36'43" West, along said South line, a distance of 988.85 feet to the East line of Birch Family Farm Annexation as recorded February 17, 2006, as reception number 3363762 of the records of the Weld County Clerk and Recorder;
THENCE North 00°03'30" West, along said East line, a distance of 60.00 feet to the POINT OF BEGINNING.
Said described parcel of land contains 588,970 Square Feet or 13.521 Acres, more or less (±).

Total acreage (approximate): 13.521 acres, as more particularly shown in the annexation map(s) on file with the Town Clerk.

EXHIBIT B

SPECIAL PROVISIONS

A. Access. ANNEXOR may access the PROPERTY by way of Weld County Road ("WCR") 34 until such time that the east/west collector road planned to the north of the PROPERTY ("EW Collector") is completed as contemplated in subsection (i) or the NS Collector contemplated in subsection (ii) is completed (either shall constitute "Alternate Access Availability"). Upon Alternate Access Availability, subsection (iii) shall apply.

(i) Adjacent Property Access (NS Collector). In the future, ANNEXOR may annex and develop the adjacent property addressed as 4727 County Road 34, Platteville, CO 80651 ("Adjacent Property"). If such annexation meets the requirements below, ANNEXOR shall not be obligated to obtain an Easement Agreement or make the Collector Contribution as provided in subsection (ii).

- (A)** The statutory eligibility hearing for the annexation of the Adjacent Property to the Town occurs on or before December 1, 2025; and
- (B)** ANNEXOR shall enter into a subsequent annexation agreement obligating ANNEXOR to construct, at ANNEXOR's cost, a north-south collector providing perpetual access for the Adjacent Property and the PROPERTY ("NS Collector").

(ii) EW Collector Access. If the requirements of subsection (i) are not satisfied, ANNEXOR shall acquire the necessary off-site permanent access easement over property to the north of the PROPERTY ensuring perpetual access from the PROPERTY to the EW Collector ("Easement Agreement"). Unless subsection (A) below applies and TOWN has agreed to assist with easement acquisition, ANNEXOR shall provide a draft Easement Agreement to the TOWN for review and approval by the Town Engineer and Town Attorney prior to its recordation, and ANNEXOR shall record the Easement Agreement within one (1) year of completion of the EW Collector and provide the TOWN with the final executed and recorded Easement Agreement. ANNEXOR shall complete all improvements necessary to establish access from the PROPERTY to the EQ Collector in accordance with TOWN standards within one (1) year of recordation of the Easement Agreement or within one (1) year of conclusion of condemnation proceedings, whichever applies.

- (A) Town Assistance.** If ANNEXOR cannot acquire the off-site easement necessary to connect the PROPERTY and EW Collector, the ANNEXOR may request the TOWN's assistance in securing the necessary easement. Such assistance by the TOWN shall be in compliance with Colorado law authorizing the TOWN's use of eminent domain. The ANNEXOR shall advance to the TOWN all acquisition costs, including any court costs and attorneys' fees, that the TOWN may incur in providing assistance.
- (B) EW Collector Contribution.** ANNEXOR shall make a financial contribution for construction of the EW Collector. The PROPERTY's equitable share of the EW Collector costs (the "Collector Contribution") and timing for payment of same shall be based upon the proportionate share of traffic from the PROPERTY in comparison to all other traffic using the EW Collector, as described in a traffic study, and as determined by the TOWN. The amount of the Collector Contribution and timing for payment of the same shall be set forth in the SIA, a site plan agreement (SPA), or other written

agreement between the TOWN and ANNEXOR. Subject to available engineering cost estimates, the TOWN reserves the right to withhold any building permits or certificates of occupancy for any development or redevelopment of the PROPERTY until such time as the Collector Contribution has been paid in full.

(iii) Termination of WCR 34 Access. The TOWN reserves the right to modify, restrict or close off access to the PROPERTY from WCR 34 upon completion of construction of the EW Collector or NS Collector. The TOWN shall provide written notice to ANNEXOR of intent to modify, restrict or close off WCR 34 access at least ninety (90) days prior to taking any action to modify, restrict or close off access. ANNEXOR shall cooperate with the TOWN in modifying, restricting or closing off WCR 34 access and shall grant any required temporary construction easements ("TCEs") to the TOWN as may be reasonably necessary to permit the TOWN to stage construction materials or equipment as necessary to effectuate the modification, restriction or termination of WCR 34 access, for total consideration not exceeding five hundred dollars (\$500.00). The parties agree that the TCEs shall not be recorded in the Weld County real property records and that the term of the TCEs shall not exceed one (1) year from the date of execution by the parties, unless otherwise set forth in the TCEs.

C. Roadway Improvements. At the time of platting of the PROPERTY, ANNEXOR shall fund and construct any roadway improvements to the north side of WCR 34 necessary to expand WCR 34 to the minor arterial cross section, in accordance with the TOWN Transportation Plan and TOWN standards, as the same may be amended from time to time, and the final traffic study for the PROPERTY as approved by the TOWN (the "CR 34 Expansion Improvements"). ANNEXOR shall also, at the time of platting of the PROPERTY, dedicate all necessary right-of-way for the CR 34 Expansion Improvements. Such conveyance shall be free and clear of liens, taxes, and encumbrances and shall be by plat dedication or by general or special warranty deed in form and substance acceptable to the Town Attorney. The TOWN, at ANNEXOR's expense, shall record all conveyances. The ANNEXOR shall also furnish, at its own expense, an ALTA title policy for the right-of-way interest(s) conveyed to the TOWN, subject to approval by the Town Attorney.



Agenda Item Summary

MEETING DATE: July 29, 2024

SUBJECT: **Ordinance No. 1062** – An Ordinance of the Town of Mead, Colorado, Making Findings and Determinations With Respect to a Petition Concerning the Organization of the Proposed “*Town of Mead Highway 66 and I-25 General Improvement District*” Pursuant to § 31-25-601, *et seq.*, C.R.S., and Providing for the Question of the Organization of the District to be Referred to the Electors Thereof Along With Additional Ballot Issues Authorizing the Imposition of General Property Taxes to Accomplish the Purposes of the District

PRESENTED BY: Marcus McAskin, Town Attorney

SUMMARY

The Town Clerk has received a petition for the organization of a general improvement district referred to in the petition as the “Town of Mead Highway 66 and I-25 General Improvement District” (the “GID” or “proposed district”).

Pursuant to Resolution No. 52-R-2024 dated June 24, 2024, the Board of Trustees set the date of a public hearing concerning the organization of the proposed district and ordered publication and mailing of the notice of hearing on the petition.

The public hearing is scheduled for July 29, 2024 at 6:00p.m. at Town Hall.

The petition seeks formation of the GID to assist with defraying the costs associated with operating and maintaining the public streets and related appurtenances within the boundaries of the proposed district, to include snowplowing, future mill and overlay activities, maintenance of drainage infrastructure, and the installation of public infrastructure, public safety, wayfinding and directional signage within the boundaries of the GID (together, the “proposed services”). Part 6 of Article 25 of Title 31, C.R.S. (“Improvement Districts in Municipalities”) sets forth the procedure for organizing general improvement districts.

In addition, Article IV of Chapter 12 of the *Mead Municipal Code* (“MMC”) also sets forth the procedure for organizing general improvement districts in the Town of Mead.

Per Section 12-4-20 of the MMC:

It is the policy of the Town to support and encourage the establishment of general improvement districts for the purpose of acquiring, constructing, installing, operating or maintaining those public improvements or providing those municipal services that are necessary to protect and enhance the health, safety and welfare of the inhabitants of the Town, and to further support and encourage the establishment of general improvement districts for development or redevelopment projects that do not seek the establishment of

a Title 32 metropolitan district organized pursuant to this Chapter and C.R.S. §§ 32-1-101, et seq.

Ordinance No. 1062 (the “Ordinance”): (1) declares the petition sufficient, and (2) orders that an organizational election regarding the proposed district be held.

A copy of the Ordinance is attached to this *Agenda Item Summary* (AIS) for review by the Board of Trustees.

ADDITIONAL BACKGROUND

Public Hearing

As set forth above, at the June 24, 2024 regular meeting, the Board approved Resolution No. 52-R-2024 scheduling the public hearing regarding the sufficiency of the petition. The hearing is scheduled for July 29, 2024 at 6PM. In accordance with state statute the notice of public hearing was published in the July 3, July 10 and July 17, 2024 issues of *The Longmont Times-Call* newspaper. The notice was mailed to each elector of the proposed district on June 28, 2024.

Below are staff’s findings regarding C.R.S. § 31-25-607, which are scheduled to be presented at the July 29th public hearing:

C.R.S. Section	Staff Finding
C.R.S. Section 31-25-607 (1) On the day fixed for such hearing...the governing body shall ascertain from the tax rolls of the counties in which the district is located, from the last official registration list and from such other evidence which may be adduced, the total number of electors of the district and the total valuation for assessment of the real and personal property therein. The definition of elector is found in C.R.S. Section 31-25-602(2): (a) “Elector of a district” means a person who, at the designated time or event, is qualified to register to vote in general elections in this state and: (I) Has been a resident of the district or of the area to be included in the district for not less than thirty days; or (II) Owns, or whose spouse owns, taxable real or personal property within the district or within the area to be included within the district, whether the person resides within the district or not. (b) Where the owner of taxable real or personal property specified in subparagraph (II) of paragraph (a) of this subsection (2) is not a	<u>Total Number of Electors:</u> Based on the Weld County property records and the Weld County voter registration lists for the properties in the proposed district, the number of electors of the proposed district is one (1). See Designation of Elector Form (attached to this <i>Agenda Item Summary</i>). <u>Total Valuation for Assessment of Real and Personal Property:</u> Based on the Weld County property records (Assessor records) the total assessed valuation of the properties in the proposed district is \$1,714,750.

natural person, an “elector of a district” shall include a natural person designated by such owner to vote for such person. Such designation shall be in writing and filed with the clerk of the municipality. Only one such person may be designated by an owner.	
C.R.S. Section 31-25-607 (2) If it appears that said petition is not signed by at least the number of electors required under section 31-25-604(1) or if it is shown that the proposed improvement or service will not confer a general benefit on the district or that the cost of the improvement or service would be excessive as compared with the value of the property in the district, the governing body shall dismiss the petition and adjudge the cost against those executing the bond filed to pay such costs. No appeal or other remedy shall lie from an order dismissing said proceeding. Nothing in this section shall prevent the filing of subsequent petitions for similar improvements or services or for a similar district. The right so to renew such proceeding is hereby expressly granted and authorized. C.R.S. Section 31-25-604(1) states: The organization of a district shall be initiated by a petition filed in the office of the clerk of the governing body vested with jurisdiction. The petition shall be signed by not less than thirty percent or two hundred of the electors of the proposed district, whichever is less. After the signing of a petition, no signer shall be permitted to withdraw his or her name from the petition.	<u>Petition Sufficiency:</u> Staff determined that the petition signer is a valid elector of the district, based on the definition of electors in C.R.S. Section 31-25-602(2). Therefore, staff’s finding is that the petition contains one valid signature for the one (1) known elector of the proposed district, Staff finds that the petition is sufficient.
	<u>General Benefit:</u> It is the policy of the Town to support and encourage the establishment of general improvement districts for the purpose of acquiring, constructing, installing, operating or maintaining those public improvements or providing those municipal services that are necessary to protect and enhance the health, safety and welfare of the inhabitants of the Town, and to further support and encourage the establishment of general improvement districts for development or redevelopment projects that do not seek the establishment of a Title 32 metropolitan district organized pursuant to this Chapter and C.R.S. §§ 32-1-101, et seq. <i>Reference</i> Section 12-4-20 of the MMC.
	<u>Proposed Services</u> As set forth in the Petition, the primary purpose of the District will be to assist with defraying the costs associated with operating and maintaining the public streets and related appurtenances within the boundaries of the District, to include snowplowing, future mill and overlay activities, maintenance of drainage infrastructure, and the installation of public infrastructure, public safety, wayfinding and directional signage within the boundaries of the District (together, the “proposed services”). .

C.R.S. Section 31-25-607

(3) The finding of the governing body upon the question of the genuineness of the signatures and all matters of fact incident to such determination shall be final and conclusive on all parties in interest, whether appearing or not.

Public Hearing and Next Steps (consideration of Ordinance)

C.R.S. § 31-25-607(4)(a) states that if the petition is deemed sufficient by the governing body following the conclusion of the public hearing, then the Board may, by ordinance duly adopted, proceed to order that the question of organization of the GID and such other matters as the Board of Trustees deems appropriate, including but not limited to, the approval of matters for which voter approval is required under Section 20 of Article X of the Colorado Constitution (TABOR), be submitted to electors of the proposed district at an election held for that purpose. The Petition respectfully requests that ballot issues related to the Town O&M GID Mill Levy and Town Administrative GID Mill Levy (as those terms are defined in the MMC), be substantially in the form attached to the Petition.

The Ordinance: (1) declares the petition sufficient, and (2) orders that an organizational election regarding the proposed district be held. Specifically, the organizational election will be held on November 5, 2024. Town Staff recommends approval of the Ordinance.

TABOR Election

C.R.S. § 31-25-607(4)(a) permits the special election (relating to GID formation) to be held on the date of a general election. Staff will conduct the GID organizational/TABOR election for the proposed district as a special mail ballot election to be held on November 5, 2024 in conformance with the Colorado Constitution and C.R.S. Title 1 and 31, as applicable. Currently, it is anticipated that the GID special election will be conducted as a coordinated election with Weld County. Only electors within the proposed district will receive the GID ballot.

A preliminary GID Election/Formation Timeline follows on the next page below.

GID Election/Formation Timeline

June 17, 2024	Complete petition filed in the office of the Town Clerk
June 20, 2024	Town Clerk determines sufficiency of petition
June 24, 2024	Board of Trustees fixes date of public hearing via resolution
July 3, July 10 and July 17, 2024	Publication dates of notice of public hearing - <i>Longmont Times-Call</i> (notice of hearing required to be published three (3) times, per state statute)
July 26, 2024	(or any date prior to July 26, 2024), Town Clerk provides notice to Weld County Clerk / Elections Division to confirm that the Town has taken formal action to participate in the 2024 General Election
July 26, 2024	Deadline for Town to notify County regarding intent to participate in November 5, 2024 general election (Town intent to coordinate Town general election)
July 29, 2024	<u>Public hearing</u>: Board of Trustees conducts/completes public hearing on Petition
July 29, 2024	Board of Trustees considers ordinance following conclusion of public hearing; ordinance calls special election for November 5, 2024 (re GID formation/other matters required to be voted per TABOR).
August 27, 2024	Deadline for intergovernmental agreement with Weld County for the November 5, 2024 Coordinated Election
September 6, 2024	Final ballot content and certification due to County Clerk (note: last day for the designated election official (DEO) of each political subdivision to certify the ballot order and content for the 2024 General Election/Coordinated Election) (no later than 60 days before the election).
September 20, 2024	Last day for electors to file written pro/con comments concerning TABOR issues with Town Clerk/DEO in order to be included in the ballot issue notice (by noon the Friday before the 45 th day before the election).
September 23, 2024	Last day for the Town Clerk / DEO to deliver the full text of any required ballot issue notices to the Weld County Clerk/Elections Division (no later than 43 days before the 2024 General Election).
October 4, 2024	Last day for Town Clerk/DEO to mail TABOR notices to electors.
October 11, 2024	First day ballots may be mailed (first day that mail ballots for the 2024 General Election/Coordinated Election may be mailed to voters, except for UOCAVA voters).
November 5, 2024	Election Day

FINANCIAL CONSIDERATIONS

C.R.S. § 31-25-605 requires that the petitioners file a bond or cash deposit with the Town to pay all expenses connected with the GID formation proceedings.

The Petition sets forth that the Petitioner will file the bond or cash deposit with the Town prior to the hearing on the Petition, in an amount to be determined by the Town. The \$1,000 cash bond (required by Resolution No. 52-R-2024 dated June 24, 2024) has been received by the Town Clerk.

STAFF RECOMMENDATION/ACTION REQUIRED

Suggested Motion:

“I move to approve Ordinance No. 1062, of the Town of Mead, Colorado, making findings and determinations with respect to a petition concerning the organization of the proposed “*Town of Mead Highway 66 and I-25 General Improvement District*” pursuant to § 31-25-601, *et seq.*, C.R.S., and providing for the question of the organization of the District to be referred to the electors thereof along with additional ballot issues authorizing the imposition of general property taxes to accomplish the purposes of the District.”

ATTACHMENTS

Ordinance No. 1062

Resolution No. 52-R-2024 (dated June 24, 2024)

Petition to Create the Town of Mead Highway 66 and I-25 General Improvement District

Designation of Elector Form

Publisher’s Affidavit (re notice of hearing published July 3, July 10, July 17, 2024)

Certification of mailing notice of hearing (July 5, 2024)

Calculation of Assessed Value (of properties within initial boundaries of proposed district)

PowerPoint presentation (for July 29, 2024 public hearing)

**TOWN OF MEAD, COLORADO
ORDINANCE NO. 1062**

**AN ORDINANCE OF THE TOWN OF MEAD, COLORADO,
MAKING FINDINGS AND DETERMINATIONS WITH RESPECT TO A PETITION
CONCERNING THE ORGANIZATION OF THE PROPOSED “TOWN OF MEAD HIGHWAY
66 AND I-25 GENERAL IMPROVEMENT DISTRICT” PURSUANT TO § 31-25-601, ET SEQ.,
C.R.S., AND PROVIDING FOR THE QUESTION OF THE ORGANIZATION OF THE
DISTRICT TO BE REFERRED TO THE ELECTORS THEREOF ALONG WITH ADDITIONAL
BALLOT ISSUES AUTHORIZING THE IMPOSITION OF GENERAL PROPERTY TAXES TO
ACCOMPLISH THE PURPOSES OF THE DISTRICT**

WHEREAS, a Petition seeking the formation of the Town of Mead Highway 66 and I-25 General Improvement District (the “Petition”) has been filed in the office of the Town Clerk in accordance with the provisions of Article IV of Chapter 12 of the *Mead Municipal Code* (“MMC”); and

WHEREAS, the Petition is executed by the designated elector of QuikTrip Corporation, an Oklahoma corporation (the “Petitioner”); and

WHEREAS, pursuant to Resolution No. 52-R-2024 dated June 24, 2024, the Board of Trustees set the date of a public hearing concerning the organization of the proposed *Town of Mead Highway 66 and I-25 General Improvement District*, in the Town of Mead, Colorado (“District”) and ordered publication and mailing of the notice of hearing; and

WHEREAS, the property to be included within the initial boundaries of the proposed District, which is more fully described on **Attachment A** attached hereto and incorporated herein by reference, lies wholly within the boundaries of the Town of Mead, Colorado (the “Town”); and

WHEREAS, pursuant to and in accordance with § 31-25-606(1), C.R.S., notice of the public hearing on the sufficiency of the Petition was duly published and mailed to each elector of the District; and

WHEREAS, the Board of Trustees conducted a public hearing on the sufficiency of the Petition as required by § 31-25-607, C.R.S., on Monday, July 29, 2024 at 6:00 p.m. at Mead Town Hall, 441 Third Street, Mead, CO 80542, and afforded all interested persons an opportunity to be heard concerning matters relevant to the Petition; and

WHEREAS, the Board of Trustees desires to make certain findings and determinations with respect to the Petition, and to refer to the electors of the proposed District a ballot question relating to the organization of the District and such other ballot issues as the Board of Trustees deems appropriate, including but not limited to, the approval of matters for which voter approval is required under Section 20 of Article X of the Colorado Constitution, be submitted to electors of the proposed District at an election held for that purpose; and

WHEREAS, the Petition respectfully requests that ballot issues related to the Town O&M GID Mill Levy and Town Administrative GID Mill Levy (as those terms are defined in the MMC), be substantially in the form attached to the Petition; and

WHEREAS, pursuant to and in accordance with § 31-25-605, C.R.S., the Petitioner has caused a cash deposit to be made with the Town sufficient to pay all expenses connection with District organizational proceedings in case the organization of the District is not effected; and

WHEREAS, the Board of Trustees desires to make certain findings and determinations with respect to the Petition, and to refer to the electors of the proposed District a ballot question relating to the organization of the District and ballot issues regarding the imposition of general property taxes by the District.

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

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

Section 2. The Board of Trustees hereby finds that it has jurisdiction to consider the Petition, and further finds as follows:

- a. According to the tax rolls of the Weld County Assessor and the last official voter registration list of the Weld County Clerk and Recorder, and based upon additional relevant and competent evidence adduced at the public hearing, the total number of electors of the District is one (1), and the total valuation for assessment of all taxable real and personal property in the initial boundaries of the District is \$1,714,750;
- b. The Petition has been duly signed by at least thirty percent (30%) of electors of the District and such signatures are genuine;
- c. The Petition is in conformity with the provisions of § 31-25-601, *et seq.*, C.R.S.; and
- d. The allegations set forth in the Petition are true.

Section 3. Pursuant to the provisions of § 31-25-601, *et seq.* and Section 20 of Article X of the Colorado Constitution (“TABOR”), the Board of Trustees hereby determines and orders that a special election be held pursuant to the Uniform Election Code of 1992, Articles 1 to 13 of Title 1, C.R.S., or pursuant to the Municipal Election Code of 1965, Article 10 of Title 31, C.R.S., for the organization of the District, and the imposition of property taxes by the District, and any other matters for which voter approval is required under TABOR. The election shall be conducted on November 5, 2024 (the “Election”), which Election shall be held on the same date as the Town regular municipal election. The Board of Trustees hereby appoints the Town Clerk as the Designated Election Official for purposes of the Election (the “DEO”), and hereby directs and authorizes the DEO to perform all of the functions and exercise all of the powers of the Town in connection with such election as provided by state law, except as expressly reserved to the Board of Trustees in Section 4 below.

Section 4. The Board of Trustees hereby refers and approves the following ballot question and ballot issue(s) for submission to the elector(s) of the District on the November 5, 2024 ballot:

Ballot question ____:

SHALL TOWN OF MEAD HIGHWAY 66 AND I-25 GENERAL IMPROVEMENT DISTRICT, AS MORE PARTICULARLY DESCRIBED IN TOWN ORDINANCE NO. _____, BE ORGANIZED IN THE TOWN OF MEAD, COLORADO?

YES:_____ NO:_____

Ballot issue _____:

SHALL TOWN OF MEAD HIGHWAY 66 AND I-25 GENERAL IMPROVEMENT DISTRICT (“DISTRICT”) TAXES BE INCREASED \$18,750 ANNUALLY, COMMENCING IN 2024), OR BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM AN AD VALOREM MILL LEVY NOT IN EXCESS OF FIVE (5.000) MILLS ANNUALLY (PROVIDED THAT SUCH MAXIMUM MILL LEVY SHALL BE ADJUSTED TO ACCOUNT FOR CHANGES IN LAW OR THE METHOD BY WHICH ASSESSED VALUATION IS CALCULATED OCCURRING AFTER JANUARY 1, 2023), THE REVENUES THEREFROM TO BE REMITTED TO THE TOWN OF MEAD, COLORADO, TO BE USED FOR THE PURPOSE OF DEFRAYING THE TOWN’S ONGOING OPERATIONS AND MAINTENANCE EXPENSES ASSOCIATED WITH TOWN CAPITAL IMPROVEMENTS AND INFRASTRUCTURE, THE STREETS WITHIN THE BOUNDARIES OF THE DISTRICT OR SERVING DEVELOPMENT LOCATED WITHIN THE BOUNDARIES OF THE DISTRICT AND OTHER PUBLIC IMPROVEMENTS WHICH MAY BE DEDICATED TO THE TOWN OF MEAD, COLORADO, LOCATED BOTH WITHIN AND WITHOUT THE BOUNDARIES OF THE DISTRICT AND WHICH DIRECTLY OR INDIRECTLY SERVE DEVELOPMENT WITHIN THE DISTRICT; AND SHALL THE PROCEEDS OF SUCH TAXES AND INVESTMENT INCOME THEREON BE COLLECTED AND REMITTED TO THE TOWN OF MEAD, COLORADO, BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE IN 2024 AND IN EACH YEAR THEREAFTER, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, SECTION 29-1-301, COLORADO REVISED STATUTES, OR ANY OTHER LAW, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED AND SPENT BY THE DISTRICT?

YES:_____ NO:_____

Ballot issue _____:

SHALL TOWN OF MEAD HIGHWAY 66 AND I-25 GENERAL IMPROVEMENT DISTRICT (“DISTRICT”) TAXES BE INCREASED \$7,500 ANNUALLY, COMMENCING IN 2024), OR BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM AN AD VALOREM MILL LEVY NOT IN EXCESS OF TWO (2.000) MILLS ANNUALLY (PROVIDED THAT SUCH MAXIMUM MILL LEVY SHALL BE ADJUSTED TO ACCOUNT FOR CHANGES IN LAW OR THE METHOD BY WHICH ASSESSED VALUATION IS CALCULATED OCCURRING AFTER JANUARY 1, 2023), THE REVENUES THEREFROM TO BE USED FOR THE PURPOSE OF PAYING THE TOWN’S ADMINISTRATIVE AND LEGAL EXPENSES ASSOCIATED WITH ADMINISTERING THE DISTRICT, INCLUDING BUT NOT LIMITED TO ANNUAL BUDGET PREPARATION, ANNUAL AUDIT EXPENSES, AND FINALIZING ONE OR MORE AGREEMENTS RELATED TO DISTRICT OPERATIONS;

SHALL AD VALOREM PROPERTY TAXES BE LEVIED IN ANY YEAR AT A RATE SUFFICIENT TO GENERATE AN AMOUNT ANNUALLY DETERMINED BY THE GOVERNING BODY OF THE DISTRICT BUT NOT IN EXCESS OF THE AMOUNT SPECIFIED ABOVE; AND SHALL THE PROCEEDS OF SUCH TAXES AND INVESTMENT INCOME THEREON BE COLLECTED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE IN 2024 AND IN EACH YEAR THEREAFTER, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, SECTION 29-1-301, COLORADO REVISED STATUTES, OR ANY OTHER LAW, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED AND SPENT BY THE DISTRICT?

YES: _____ NO: _____

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

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

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 29TH DAY OF JULY, 2024.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

Attachment A

INITIAL BOUNDARIES of Town of Mead Highway 66 and I-25 General Improvement District, Town of Mead, Weld County, Colorado

Parcel 1:

Lots 1C, 1D, 2, 3, 4A, 4B, 5A, 5B, 5C, 5D, 8A, 8B, 8C, 8D, 9B, 9C, 12A, 12B, 12C, 12D, 13A, 13B, 13C, 13D, 14A, 14B, 14C and Outlot A, Mead Crossings,

EXCEPT those portions thereof taken as fee title by the Department of Transportation, State of Colorado by Rule and Order recorded December 1, 2008 at Reception No. 3592394 and as modified by Modified Rule and Order recorded August 6, 2009 at Reception No. 3640951, County of Weld, State of Colorado.

FOR INFORMATIONAL PURPOSES / APN(s):

Lot 1C – 120727102074 (formerly 120727102003)
Lot 1D – 120727102076 (formerly 120727102004)
Lot 2 – 120727102005
Lot 3 – 120727102006
Lot 4A – 120727102007
Lot 4B – 120727102008
Lot 5A – 120727102009
Lot 5B – 120727102050
Lot 5C – 120727102048
Lot 5D – 120727102012
Lot 8A – 120727102016
Lot 8B – 120727102059
Lot 8C – 120727102056
Lot 8D – 120727102019
Lot 9B – 120727102063
Lot 9C – 120727102061
Lot 12A – 120727102031
Lot 12B – 120727102032
Lot 12C – 120727102033
Lot 12D – 120727102034
Lot 13A – 120727102035
Lot 13B – 120727102036
Lot 13C – 120727102037
Lot 13D – 120727102038
Lot 14A – 120727102039
Lot 14B – 120727102040
Lot 14C – 120727102041
Outlot A – 120727102042

Parcel 2:

LOT 1, BLOCK 1, MEAD CROSSING AMENDMENT NO. 1, THE PLAT OF WHICH WAS
RECORDED JANUARY 26, 2023 AT RECEPTION NO. 4876754,
COUNTY OF WELD, STATE OF COLORADO

FOR INFORMATIONAL PURPOSES / APN(s): 120727108001

Parcel 3:

LOTS A AND B, MEAD CROSSINGS AMENDMENT 2, THE PLAT OF WHICH WAS RECORDED
NOVEMBER 29, 2023 AT RECEPTION NO. 4932973,
COUNTY OF WELD, STATE OF COLORADO

FOR INFORMATIONAL PURPOSES / APN(s):

Lot A – 120727103001 (prior parcel no. 120727102072)

Lot B – 120727103002 (prior parcel no. 120727102071)

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 52-R-2024**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, SETTING THE DATE OF
A PUBLIC HEARING CONCERNING THE ORGANIZATION OF THE TOWN OF
MEAD HIGHWAY 66 AND I-25 GENERAL IMPROVEMENT DISTRICT AND
ORDERING PUBLICATION AND MAILING OF THE NOTICE OF HEARING TO
ELECTORS OF THE PROPOSED DISTRICT**

WHEREAS, C.R.S. § 31-25-604(1) provides that the organization of a general improvement district shall be initiated by a petition signed by not less than thirty percent (30%) or 200 of the electors of the proposed district, whichever is less; and

WHEREAS, in accordance with the provisions of Article IV of Chapter 12 of the *Mead Municipal Code* (“MMC”) a petition (the “Petition”) for the organization of the Town of Mead Highway 66 and I-25 General Improvement District (the “District”) has been submitted to the Town Clerk and the Board of Trustees of the Town of Mead, Colorado; and

WHEREAS, the Petition includes the information required by the MMC and C.R.S. § 31-25-604(2); and

WHEREAS, the Town Clerk has certified that the Petition is signed by not less than 30% of the electors of the proposed District; and

WHEREAS, specifically, the Town Clerk has certified that the Petition is signed by the only current designated elector of the proposed District pursuant to that certain designation of elector form submitted by QuikTrip Corporation, an Oklahoma corporation, a copy of which is on file with the Town Clerk; and

WHEREAS, as set forth in the Petition, the primary purpose of the District will be to assist with defraying the costs associated with operating and maintaining the public streets and related appurtenances within the boundaries of the District, to include snowplowing, future mill and overlay activities, maintenance of drainage infrastructure, and the installation of public infrastructure, public safety, wayfinding and directional signage within the boundaries of the District (together, the “proposed services”); and

WHEREAS, Section 12-2-40(e) of the MMC requires the Petition to be filed on or before May 1 unless the date is waived by the Town Manager or designee in writing; and

WHEREAS, the May 1 date has been waived; and

WHEREAS, the Board of Trustees hereby accepts the certificate of the Town Clerk and deems the Petition filed as of the date of this meeting in accordance with applicable law; and

WHEREAS, in response to the Petition the Board of Trustees desires to schedule and conduct a public hearing to determine whether the Petition has been duly signed and presented in conformity with applicable provisions of the MMC and Part 6 of Article 25 of Title 31, C.R.S.; and

WHEREAS, if the Petition is deemed sufficient following the conclusion of the hearing, the Board

of Trustees may, by ordinance duly adopted, proceed to order that the question of organization of the District and such other matters as the Board of Trustees deems appropriate, including but not limited to, the approval of matters for which voter approval is required under Section 20 of Article X of the Colorado Constitution, be submitted to electors of the proposed District at an election held for that purpose; and

WHEREAS, the Petition respectfully requests that ballot issues related to the Town O&M GID Mill Levy and Town Administrative GID Mill Levy (as those terms are defined in the MMC), be substantially in the form attached to the Petition; and

WHEREAS, C.R.S. § 31-25-605 requires the filing of a bond or cash deposit in an amount deemed sufficient by the Board of Trustees to pay all expenses connected with the proceedings in case the organization of the District is not effected; and

WHEREAS, the Board of Trustees hereby sets the bond amount at one thousand dollars (\$1,000.00); and

WHEREAS, as set forth in the Petition, the Petitioners or representatives of the proposed District shall file the bond with the Town prior to the hearing on the Petition.

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

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

Section 2. A public hearing concerning the organization of the Town of Mead Highway 66 and I-25 General Improvement District and the financing of the proposed services shall be held on Monday, July 29, 2024 at 6:00 p.m. at Mead Town Hall, 441 Third Street, Mead, CO 80542. The Board of Trustees finds and determines that such date is not less than twenty (20) days nor more than forty (40) days after the date upon which the Petition is deemed to have been filed.

Section 3. Notice of the pendency of the Petition, the purposes and boundaries of the District, and the time and place of the public hearing shall be given by the Town Clerk by publication once a week in three consecutive weekly editions of The Longmont Times-Call, a newspaper of general circulation in the District, as required by C.R.S. § 31-25-606(1) and in accordance with the requirements of C.R.S. § 31-25-602(4). The Town Clerk shall also cause a copy of the notice to be given by mail to each elector of the proposed District at his or her last known address, as disclosed by the tax and official voter registration records of Weld County, as required by C.R.S. § 31-25-606(1). The notice to be published and mailed shall be in substantially the same form attached to this Resolution as Attachment A.

Section 4. In accordance with the requirements of C.R.S. § 39-1-110(1)(a), the Town Clerk is hereby directed to notify the Assessor and the Board of County Commissioners of Weld County of the filing of the Petition and the boundaries of the District. The Town Clerk is further directed to finalize and distribute the C.R.S. § 39-1-110 notice to the County Assessor and Board of County Commissioners on or before July 1, 2024.

Section 5. The Board of Trustees hereby confirms that the \$1,000 cash bond is sufficient, but reserves the right to require the deposit of additional cash to cover expenses of the Town, as authorized by C.R.S. § 31-25-605.

Section 6. The Board of Trustees retains the option, in accordance with the specific request set forth in the Petition and C.R.S. § 31-25-607(3.5), to waive all or any of the requirements for notice, publication, and a hearing if the Petition (as may be amended) is signed by one hundred percent of the owners of taxable real property to be included in the District.

Section 7. Effective Date. This resolution shall be effective immediately upon adoption.

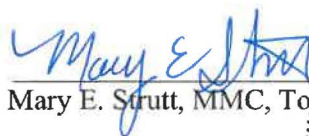
Section 8. Repealer. All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 9. 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 24TH DAY OF JUNE, 2024.

ATTEST:

By:


Mary E. Strutt, MMC, Town Clerk



TOWN OF MEAD

By:


Colleen G. Whitlow, Mayor

Attachment A
Form of Notice

NOTICE OF A PUBLIC HEARING BEFORE THE BOARD OF TRUSTEES OF
THE TOWN OF MEAD, COLORADO, CONCERNING THE ORGANIZATION OF
THE TOWN OF MEAD HIGHWAY 66 AND I-25 GENERAL IMPROVEMENT
DISTRICT

All electors of the area described below and all persons generally are hereby notified that, pursuant to a petition filed with the Town Clerk of the Town of Mead, Colorado (the "Town"), the Board of Trustees will be conducting a public hearing concerning the organization of the Town of Mead Highway 66 and I-25 General Improvement District (the "District").

1. Based upon the Petition submitted to the Town, the initial boundaries of the District will contain the following described property:

Parcel 1:

Lots 1C, 1D, 2, 3, 4A, 4B, 5A, 5B, 5C, 5D, 8A, 8B, 8C, 8D, 9B, 9C, 12A, 12B, 12C, 12D, 13A, 13B, 13C, 13D, 14A, 14B, 14C and Outlot A, Mead Crossings,

EXCEPT those portions thereof taken as fee title by the Department of Transportation, State of Colorado by Rule and Order recorded December 1, 2008 at Reception No. 3592394 and as modified by Modified Rule and Order recorded August 6, 2009 at Reception No. 3640951, County of Weld, State of Colorado.

FOR INFORMATIONAL PURPOSES / APN(s):

Lot 1C – 120727102074 (formerly 120727102003)
Lot 1D – 120727102076 (formerly 120727102004)
Lot 2 – 120727102005
Lot 3 – 120727102006
Lot 4A – 120727102007
Lot 4B – 120727102008
Lot 5A – 120727102009
Lot 5B – 120727102050
Lot 5C – 120727102048
Lot 5D – 120727102012
Lot 8A – 120727102016
Lot 8B – 120727102059
Lot 8C – 120727102056
Lot 8D – 120727102019
Lot 9B – 120727102063
Lot 9C – 120727102061
Lot 12A – 120727102031
Lot 12B – 120727102032
Lot 12C – 120727102033
Lot 12D – 120727102034
Lot 13A – 120727102035
Lot 13B – 120727102036

Lot 13C – 120727102037
Lot 13D – 120727102038
Lot 14A – 120727102039
Lot 14B – 120727102040
Lot 14C – 120727102041
Outlot A – 120727102042

Parcel 2:

LOT 1, BLOCK 1, MEAD CROSSING AMENDMENT NO. 1, THE PLAT OF WHICH WAS RECORDED JANUARY 26, 2023 AT RECEPTION NO. 4876754, COUNTY OF WELD, STATE OF COLORADO

FOR INFORMATIONAL PURPOSES / APN(s): 120727108001

Parcel 3:

LOTS A AND B, MEAD CROSSINGS AMENDMENT 2, THE PLAT OF WHICH WAS RECORDED NOVEMBER 29, 2023 AT RECEPTION NO. 4932973, COUNTY OF WELD, STATE OF COLORADO

FOR INFORMATIONAL PURPOSES / APN(s):

Lot A – 120727103001 (prior parcel no. 120727102072)
Lot B – 120727103002 (prior parcel no. 120727102071)

2. A map of the boundaries of the District is attached to the Petition as Exhibit A, which map graphically depicts the initial District boundaries described above and proposed/future inclusion area boundaries of the District.

3. As set forth in the Petition submitted to the Town, the primary purpose of the District will be to assist with defraying the costs associated with operating and maintaining the public streets and related appurtenances within the boundaries of the District, to include snowplowing, future mill and overlay activities, maintenance of drainage infrastructure, and the installation of public infrastructure, public safety, wayfinding and directional signage within the boundaries of the District (together, the “proposed services”).

4. The annual estimated cost of the proposed services is \$75,000 - \$150,000 (as set forth in the Petition).

5. On Monday, July 29, 2024 at 6:00 p.m. at Mead Town Hall, 441 Third Street, Mead, CO 80542, the Board of Trustees will conduct a public hearing concerning the organization of the District. Following the public hearing, the Board of Trustees will consider an ordinance submitting the question of organizing the District and ballot issues authorizing certain property taxes to finance the proposed services to the electors of the District at a special election held for that purpose. Town staff currently estimates that the special election will be held as part of the November 5, 2024 coordinated special election.

6. The Petition respectfully requests that ballot issues related to the Town O&M GID Mill Levy and Town Administrative GID Mill Levy (as those terms are defined in the MMC), be substantially in the form attached to the Petition. The Petition does not contemplate any indebtedness of the District,

within the meaning of C.R.S § 31-25-606(3).

7. All comments concerning the District that are made in person at the public hearing or in writing prior to the public hearing by electors of the District or other members of the public will be heard and determined by the Board of Trustees before final action is taken. Said hearing and determination will take place at the meeting referred to above.

8. Pursuant to C.R.S. § 31-25-602(2)(b), properties owned by entities other than a natural person are permitted to designate a natural person to serve as an elector for the owner. Such designation shall be in writing and filed with the Town Clerk. Only one such person may be designated by an owner.

DATED THIS 24TH DAY OF JUNE, 2024

Mary Strutt, MMC, Town Clerk

Published on: Wednesday, July 3, 2024
Wednesday, July 10, 2024
Wednesday, July 17, 2024

Notice published in *The Longmont Times-Call*

PETITION TO CREATE THE TOWN OF MEAD
HIGHWAY 66 AND I-25 GENERAL IMPROVEMENT DISTRICT

TO: MARY STRUTT, MMC, TOWN CLERK

BOARD OF TRUSTEES

TOWN OF MEAD, COLORADO

WHEREAS, the undersigned (together, the “Petitioner”) are “electors” of the proposed district as that term is defined at Section 31-25-602(2), C.R.S.; and

WHEREAS, the Petitioner includes, pursuant to designation of elector forms filed or expected to be filed with the Town Clerk pursuant to Section 31-25-602(2)(b), C.R.S.:

- The designated elector of QuikTrip Corporation, an Oklahoma corporation, whose address is 4705 S. 129th East Ave, Tulsa, OK 74134; and
- The designated elector of Club Car Wash Mead, LLC, a Delaware limited liability company, whose address is 1591 East Prathersville Road, Columbia, MO 65202

(together, the “Owners”); and

WHEREAS, the Petitioner seeks to create the Town of Mead Highway 66 and I-25 General Improvement District, Weld County, State of Colorado (the “General Improvement District” or “GID”), pursuant to Part 6 of Article 25 of Title 31, C.R.S., in order to assist with defraying the costs associated with operating and maintaining the public streets and related appurtenances within the boundaries of the GID, to include snowplowing, future mill and overlay activities, maintenance of drainage infrastructure, and the installation of public infrastructure, public safety, wayfinding and directional signage within the boundaries of the GID (together, the “Proposed Services”); and

WHEREAS, the annual estimated cost of the Proposed Services is \$75,000 - \$150,000; and

WHEREAS, the Petitioner requests that one-third of the revenues of the GID be reserved for snow plowing only and that the Town amend the snow plowing routes to give priority to the streets located within the boundaries of the GID;

WHEREAS, a legal description of the initial boundaries of the GID is attached to this Petition as **Exhibit 1**; and

WHEREAS, this Petition has been signed by **one hundred percent** of the owners of taxable real property to be included within the initial boundaries of the proposed GID; and

WHEREAS, the Petitioner seeks the imposition of the Town O&M GID Mill Levy in accordance with Section 12-4-40(d) of the *Mead Municipal Code* and as required by that terms of that certain Site Plan Agreement recorded in the Weld County property records on January 26, 2023 at Reception No. 4878712; and

WHEREAS, the Petitioner further seeks the imposition of the Town Administrative GID Mill Levy in accordance with Section 12-4-40(d) of the *Mead Municipal Code*; and

WHEREAS, the Petitioner submits this Petition on the express condition that the O&M mill levy set by the GID from time to time for operations and maintenance costs (the “Town O&M GID Mill Levy”) not at any time exceed five (5.000) mills; provided however, that the Town O&M GID Mill Levy shall be adjusted to account for any changes in law or the method by which assessed valuation is calculated occurring after January 1, 2023; and

WHEREAS, the Petitioner submits this Petition on the express condition that the administrative mill levy set by the GID from time to time for administrative and legal costs including, but limited to annual budget preparations, annual audit expenses, and finalizing one or more agreements related to GID operations (“Town Administrative GID Mill Levy”) not at any time exceed two (2.000) mills; provided however, that the Town Administrative GID Mill Levy shall be adjusted to account for any changes in law or the method by which assessed valuation is calculated occurring after January 1, 2023; and

WHEREAS, Petitioner requests that unless alternative language is set forth in the Town-GID IGA (as required by the *Mead Municipal Code*), the Town Administrative GID Mill Levy shall be certified annually at a level which generates a minimum amount of seven thousand five hundred dollars (\$7,500.00), which minimum amount may be adjusted for inflation on January 1 of each year following the year in which the GID is organized based on the annual percentage change in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder-Greeley, all items, all urban consumers, or its successor index (“CPI”); and

WHEREAS, Petitioner reserves the right to request reimbursement of certain costs of public infrastructure, signalization of the Highway 66 and Foster Ridge Drive intersection, wayfinding signage or site signage installed within the initial boundaries of the GID by Petitioner, that may be approved as part of the approved plans and a sign design program approved by the Town of Mead, with such costs being payable from the proceeds of the Town O&M GID Mill Levy at such times and upon submission of documentation described in a separate written agreement to be entered into, from time to time, between the GID, the Town of Mead and Petitioner; and

WHEREAS, in accordance with Section 31-25-604(2)(e), C.R.S., the three persons who shall represent the Petitioner and who have the power to enter into agreements relating to the organization of the GID are as follows:

Craig Romrell
12000 Washington St, Suite 175
Thornton, CO 80241

Michael Talcott
12000 Washington St, Suite 175
Thornton, CO

Roland Bartels
1591 East Prathersville Road
Columbia, MO 65202

(together, the “Petitioner representatives”); and

WHEREAS, the written consent of two of three Petitioner representatives shall be required to enter into any agreements relating to the organization of the GID or GID operations; and

WHEREAS, the Petitioner further requests, in accordance with Section 31-25-607(4)(a), C.R.S., that the Board of Trustees of the Town of Mead order that the question of the organization of the GID, if necessary, and such other matters as the Board of Trustees deem appropriate including, but not limited to, the approval of matters for which voter approval is required under Section 20 of Article X of the Colorado Constitution, be submitted to the GID electors at an election to be held for that purpose on the same date as the regular Town election scheduled to be held on Tuesday, November 5, 2024 (“Election”); and

WHEREAS, Petitioner hereby respectfully requests that the ballot issues related to the Town O&M GID Mill Levy and Town Administrative GID Mill Levy be substantially in the form attached to this Petition as Exhibit 2; and

WHEREAS, the boundaries of the GID may be changed in the manner set forth in Section 31-25-618, C.R.S.; and

WHEREAS, specifically, additional property may be included (or excluded) from the boundaries of the GID in accordance with Section 31-25-618, C.R.S.; and

WHEREAS, Petitioner further requests that, as a condition to approval of development or redevelopments plans or plats for any lot or parcel which is identified as within the “Future GID inclusion areas boundaries”), as shown on the map attached hereto as Exhibit A (the “Future GID Inclusion Area”), the Board of Trustees of the Town of Mead impose a requirement on such lot or parcel that the owner thereof must petition to be included within the boundaries of the GID or create a separate GID to fund similar costs as set forth herein;

WHEREAS, the Petitioner agrees to file the bond required by Section 31-25-605 with the Town prior to the hearing on this Petition, in an amount to be determined by the Town; and

WHEREAS, the Petitioner specifically requests in accordance with Section 31-25-607(3.5), C.R.S., in Petitioner’s capacity as the designated electors of the Owners, which own **one hundred percent** of taxable real property to be included within the initial boundaries of the proposed GID, that the Board of Trustees waive all or any of the requirements for notice, publication and hearing on this Petition as set forth in Sections 31-25-606 and -607, C.R.S; and

WHEREAS, the Petitioner hereby reserves the right, upon agreement of the Board of Trustees, to amend one or more provisions of this Petition on or prior to submission of the ballot language required for the Election; and

WHEREAS, the Petitioner respectfully requests that the Town Clerk of the Town of Mead shall, in accordance with the provisions of C.R.S. § 39-1-110(1)(a), notify the assessor and the board of county commissioners of Weld County and DOLA-DLG of the filing of this petition on or before July 1, 2024, which such notice shall specify the boundaries of the proposed GID.

NOW, THEREFORE, the Petitioner hereby requests that the Board of Trustees waive the notice, publication and hearing on this Petition and proceed to take all actions necessary to approve the formation of the GID.

Alternatively, the Petitioner hereby respectfully requests that the Town Clerk give notice of the time, place, and purpose of a public hearing pursuant to Section 31-25-606, C.R.S., and further requests that the Board of Trustees take all actions necessary to approve the formation of the GID.

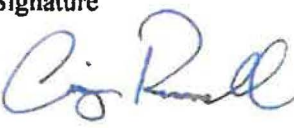
The Petition sections follow. All Petition sections, taken together, shall be considered one Petition seeking formation of the GID.

WARNING:

IT IS AGAINST THE LAW:

For anyone to sign this Petition with any name other than his or her own or to knowingly sign his or her name more than once for the same measure or to knowingly sign this Petition when not an "elector" within the meaning of Section 31-25-602(2), C.R.S., who is eligible to vote on this measure. Do not sign this Petition unless you are a citizen of Colorado qualified to register to vote and;

- (1) You have been a resident of the area proposed to be included in the Town of Mead Highway 66 and I-25 General Improvement District (the GID) for not less than thirty days; or**
- (2) You own (or whose spouse owns), taxable real or personal property within the area to be included in the GID, whether you reside in such area or not, or, as applicable, you have caused an appropriate designation of elector form to be filed with the Town Clerk of the Town of Mead, Colorado.**

1	Printed Last Name Romrell	Printed First Name Craig	MI A	Date of Signature 5/13/2024
	Signature 	Street Address 12000 Washington St, Suite 175		City/State/Zip Thornton, CO 80241

2	Printed Last Name	Printed First Name	MI	Date of Signature
	Signature	Street Address		City/State/Zip

WARNING:

IT IS AGAINST THE LAW:

For anyone to sign this Petition with any name other than his or her own or to knowingly sign his or her name more than once for the same measure or to knowingly sign this Petition when not an "elector" within the meaning of Section 31-25-602(2), C.R.S., who is eligible to vote on this measure. Do not sign this Petition unless you are a citizen of Colorado qualified to register to vote and:

- (1) You have been a resident of the area proposed to be included in the Town of Mead Highway 66 and I-25 General Improvement District (the GID) for not less than thirty days; or**
- (2) You own (or whose spouse owns), taxable real or personal property within the area to be included in the GID, whether you reside in such area or not, or, as applicable, you have caused an appropriate designation of elector form to be filed with the Town Clerk of the Town of Mead, Colorado.**

3	Printed Last Name	Printed First Name	MI	Date of Signature
	Signature	Street Address		City/State/Zip

4	Printed Last Name	Printed First Name	MI	Date of Signature
	Signature	Street Address		City/State/Zip

AFFIDAVIT OF CIRCULATOR

I, Marcus McAskin (full name of circulator), hereby certify that:

- I have circulated the foregoing petition;
- Each signature thereon is the signature of the person whose name it purports to be;
- Each signer has stated to me that the signer is an elector of the proposed Town of Mead Highway 66 and I-25 General Improvement District.

6/17/2024
Date of Signing by Circulator

[Signature]
Signature of Circulator

Street Address: c/o Michow Guckenberger McAskin LLP
5299 DTC Blvd, Suite 300
Greenwood Village, CO 80111

Mailing Address: Same as street address set forth above

Phone: 303-459-4621

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

Subscribed and sworn to before me this 17 day of June, 2024, by Marcus McAskin (name of circulator).

My commission expires: 9/22/2024

[Signature]
Signature of Notary Public

[SEAL]



Exhibit 1

Legal Description of INITIAL BOUNDARIES of Town of Mead Highway 66 and I-25
General Improvement District, Town of Mead, Weld County, Colorado

Parcel 1:

Lots 1C, 1D, 2, 3, 4A, 4B, 5A, 5B, 5C, 5D, 8A, 8B, 8C, 8D, 9B, 9C, 12A, 12B, 12C, 12D, 13A, 13B, 13C, 13D, 14A, 14B, 14C and Outlot A, Mead Crossings,

EXCEPT those portions thereof taken as fee title by the Department of Transportation, State of Colorado by Rule and Order recorded December 1, 2008 at Reception No. 3592394 and as modified by Modified Rule and Order recorded August 6, 2009 at Reception No. 3640951, County of Weld, State of Colorado.

FOR INFORMATIONAL PURPOSES / APN(s):

Lot 1C – 120727102074 (formerly 120727102003)

Lot 1D – 120727102076 (formerly 120727102004)

Lot 2 – 120727102005

Lot 3 – 120727102006

Lot 4A – 120727102007

Lot 4B – 120727102008

Lot 5A – 120727102009

Lot 5B – 120727102050

Lot 5C – 120727102048

Lot 5D – 120727102012

Lot 8A – 120727102016

Lot 8B – 120727102059

Lot 8C – 120727102056

Lot 8D – 120727102019

Lot 9B – 120727102063

Lot 9C – 120727102061

Lot 12A – 120727102031

Lot 12B – 120727102032

Lot 12C – 120727102033

Lot 12D – 120727102034

Lot 13A – 120727102035

Lot 13B – 120727102036

Lot 13C – 120727102037

Lot 13D – 120727102038

Lot 14A – 120727102039

Lot 14B – 120727102040

Lot 14C – 120727102041

Outlot A – 120727102042

Parcel 2:

LOT 1, BLOCK 1, MEAD CROSSING AMENDMENT NO. 1, THE PLAT OF WHICH WAS RECORDED JANUARY 26, 2023 AT RECEPTION NO. 4876754, COUNTY OF WELD, STATE OF COLORADO

FOR INFORMATIONAL PURPOSES / APN(s): 120727108001

Parcel 3:

LOTS A AND B, MEAD CROSSINGS AMENDMENT 2, THE PLAT OF WHICH WAS RECORDED NOVEMBER 29, 2023 AT RECEPTION NO. 4932973, COUNTY OF WELD, STATE OF COLORADO

FOR INFORMATIONAL PURPOSES / APN(s):

Lot A – 120727103001 (prior parcel no. 120727102072)

Lot B – 120727103002 (prior parcel no. 120727102071)

A map of the proposed GID is attached to this Petition as **Exhibit A**.

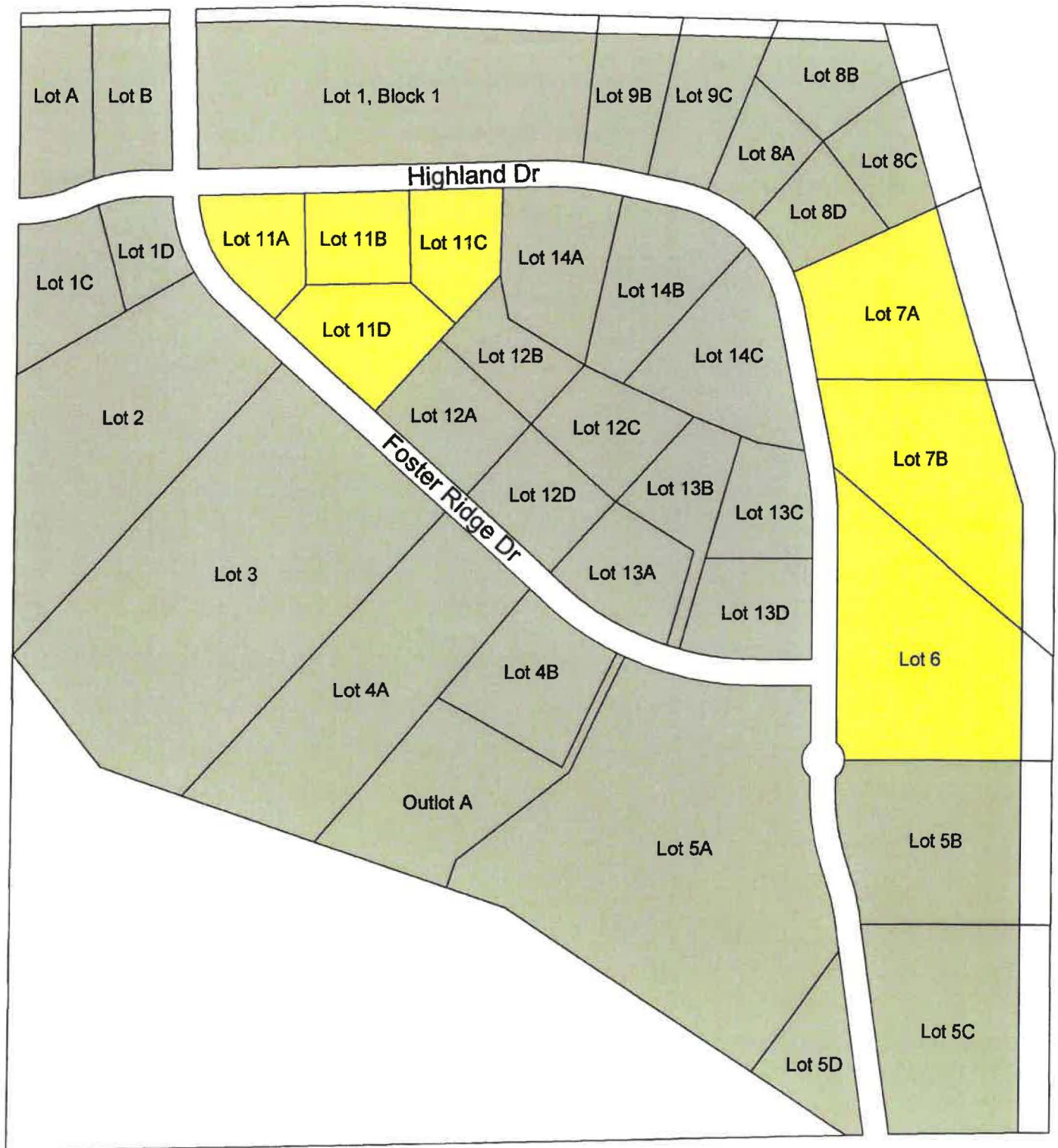
Exhibit A

Map of GID Boundaries

(attached, four (4) pages)

To the extent of any discrepancy between the attached map and the legal description set forth in **Exhibit 1** of this Petition, the legal description shall control.

Exhibit A GID Boundaries



Properties included in GID initial boundaries

Future GID inclusion area boundaries

Parcels within Initial Boundaries of GID

Parcel Number	Legal Description	Ownership
120727102074	LOT 1C MEAD CROSSINGS EXC N 3FT	QUIKTRIP CORPORATION
120727102076	LOT 1D MEAD CROSSINGS EXC N 3FT AND E 2.33FT	QUIKTRIP CORPORATION
120727102005	MEA MC L2 MEAD CROSSINGS	QUIKTRIP CORPORATION
120727102006	MEA MC L3 MEAD CROSSINGS	QUIKTRIP CORPORATION
120727102007	MEA MC L4A MEAD CROSSINGS	QUIKTRIP CORPORATION
120727102008	MEA MC L4B MEAD CROSSINGS	QUIKTRIP CORPORATION
120727102009	MEA MC L5A MEAD CROSSINGS	QUIKTRIP CORPORATION
120727102050	L5B MEAD CROSSINGS EXC PT DESC AS COMM E4 COR SEC 27 S89D04'W 320.05' N0D06'E 475.67' TO TPOB N0D06'E 377.4' S89D53'E 70' S0D06'W 377.4' N89D53'W 70' TO TPOB	QUIKTRIP CORPORATION
120727102048	L5C MEAD CROSSINGS EXC PT DESC AS COMM E4 COR SEC 27 S89D04'W 320.05' TO TPOB N0D06'E 475.67' S89D53'E 70' S0D06'W 474.41' S89D04'W 70.01' TO TPOB	QUIKTRIP CORPORATION
120727102012	MEA MC L5D MEAD CROSSINGS	QUIKTRIP CORPORATION
120727102016	MEA MC L8A MEAD CROSSINGS	QUIKTRIP CORPORATION
120727102059	L8B MEAD CROSSINGS EXC COMM E4 COR SEC 27 S89D04'W 320.05' N0D06'E 1438.78' N16D39'W 1111' TO TPOB N16D39' 42.12' S88D22'E 125.52' S15D40'E 104.08' S74D19'W 117.41' N16D39'W 99.28' TO TPOB & EXC COMM E4 COR S89D04'W 320.05' N0D06'E 1438.78' N16D39'W 1111' TO TPOB N88D22'W 272.58' N22D0'E 42.68' S88D22'E 244.5' S16D39'E 42.12' TO TPOB	QUIKTRIP CORPORATION
120727102056	L8C MEAD CROSSINGS EXC PT DESC AS COMM E4 COR SEC 27 S89D04'W 320.05' N0D06'E 1438.78' N16D39'W 714.54' TO TPOB N16D39'W 297.18' N74D19'E 117.41' S15D40'E 280.72' S66D0'W 113.48' TO TPOB	QUIKTRIP CORPORATION
120727102019	MEA MC L8D MEAD CROSSINGS	QUIKTRIP CORPORATION
120727102063	L9B MEAD CROSSINGS EXC PT DESC AS COMM N4 COR SEC 27 S86D46'E 1324.09' TO TPOB N05D56'E 40.11' S88D22'E 192.22' S12D29'W 40.73' N88D22'W 187.56' TO TPOB	QUIKTRIP CORPORATION
120727102061	L9C MEAD CROSSINGS EXC PT DESC AS COMM N4 COR S86D58'E 1511.59' TO TPOB N12D29'E 40.73' S88D22'E 214.65' S22D0'W 42.68' N88D22'W 207.46' TO TPOB	QUIKTRIP CORPORATION

120727102031	MEA MC L12A MEAD CROSSINGS	QUIKTRIP CORPORATION
120727102032	MEA MC L12B MEAD CROSSINGS	QUIKTRIP CORPORATION
120727102033	MEA MC L12C MEAD CROSSINGS	QUIKTRIP CORPORATION
120727102034	MEA MC L12D MEAD CROSSINGS	QUIKTRIP CORPORATION
120727102035	MEA MC L13A MEAD CROSSINGS	QUIKTRIP CORPORATION
120727102036	MEA MC L13B MEAD CROSSINGS	QUIKTRIP CORPORATION
120727102037	MEA MC L13C MEAD CROSSINGS	QUIKTRIP CORPORATION
120727102038	MEA MC L13D MEAD CROSSINGS	QUIKTRIP CORPORATION
120727102039	MEA MC L14A MEAD CROSSINGS	QUIKTRIP CORPORATION
120727102040	MEA MC L14B MEAD CROSSINGS	QUIKTRIP CORPORATION
120727102041	MEA MC L14C MEAD CROSSINGS	QUIKTRIP CORPORATION
120727102042	MEA MC OUTLOT A MEAD CROSSINGS	QUIKTRIP CORPORATION
120727108001	LOT 1, BLOCK 1 MEAD CROSSINGS AMENDMENT 1	QUIKTRIP CORPORATION
120727103001	LOT A MEAD CROSSINGS AMENDMENT 2	CLUB CAR WASH MEAD LLC
120727103002	Lot B MEAD CROSSINGS AMENDMENT 2	CLUB CAR WASH MEAD LLC

Parcels within Future GID Inclusion Area

Parcel Number	Legal Description	Ownership
120727102044	MEA MC L6 MEAD CROSSING EXC BEG E4 COR SEC S89D04'W 320.05' N0D06'E 1151.62' TO NLY LN L6 & TPOB TH S49D32'E 91.84' TO WLY ROW I-25 TH S0D06'W 239.09 TO S LN SD LL6 TH N89D53'W 70' N0D06'E 298.55' TO TPOB	AMERCO REAL ESTATE COMPANY
120727102054	PT L7A MEAD CROSSINGS COMM E4 COR SEC 27 S89D04'W 320.05' N0D06'E 1438.78' N16D39'W 714.54' TO TPOB S16D39'E 413.47' N89D52'W 394.05' N11D0'W 172.67' CURVE TO L 81.57' (R=360' CHORD=N17D29'W 81.39') N66D0'E 364.46' TO TPOB	DEPARTMENT OF TRANSPORTATION
120727102052	L7B MEAD CROSSINGS EXC PT DESC AS COMM E4 COR SEC 27 S89D04'W 320.5' N0D06'E 1151.62' TO TPOB N0D06'E 287.16' N16D39'W 301.07' S89D52'E 109.28' S15D40'E 174.97' S0D06'W 466.5' N49D32'W 91.84' TO TPOB	MEAD CROSSINGS LLC
120727102027	MEA MC L11A MEAD CROSSINGS	CHOPS AND CROPS DEVELOPMENT LLC
120727102028	MEA MC L11B MEAD CROSSINGS	CHOPS AND CROPS DEVELOPMENT LLC
120727102029	MEA MC L11C MEAD CROSSINGS	CHOPS AND CROPS DEVELOPMENT LLC
120727102030	MEA MC L11D MEAD CROSSINGS	CHOPS AND CROPS DEVELOPMENT LLC

Exhibit 2

Draft ballot issues related to Town O&M GID Mill Levy and Town Administrative GID Mill Levy

Imposition of Town O&M GID Mill Levy as required by Mead Municipal Code (MMC) and pursuant to terms of QUIKTRIP STORE #4227 (LOT 1, BLOCK 1, MEAD CROSSINGS AMENDMENT NO. 1) SITE PLAN AGREEMENT recorded on January 26, 2023, with the Weld County Clerk and Recorder at Rec. No. 4878712

Ballot issue _____:

SHALL TOWN OF MEAD HIGHWAY 66 AND I-25 GENERAL IMPROVEMENT DISTRICT ("DISTRICT") TAXES BE INCREASED \$18,750 ANNUALLY, COMMENCING IN 2024), OR BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM AN AD VALOREM MILL LEVY NOT IN EXCESS OF FIVE (5.000) MILLS ANNUALLY (PROVIDED THAT SUCH MAXIMUM MILL LEVY SHALL BE ADJUSTED TO ACCOUNT FOR CHANGES IN LAW OR THE METHOD BY WHICH ASSESSED VALUATION IS CALCULATED OCCURRING AFTER JANUARY 1, 2023), THE REVENUES THEREFROM TO BE REMITTED TO THE TOWN OF MEAD, COLORADO, TO BE USED FOR THE PURPOSE OF DEFRAYING THE TOWN'S ONGOING OPERATIONS AND MAINTENANCE EXPENSES ASSOCIATED WITH TOWN CAPITAL IMPROVEMENTS AND INFRASTRUCTURE, THE STREETS WITHIN THE BOUNDARIES OF THE DISTRICT OR SERVING DEVELOPMENT LOCATED WITHIN THE BOUNDARIES OF THE DISTRICT AND OTHER PUBLIC IMPROVEMENTS WHICH MAY BE DEDICATED TO THE TOWN OF MEAD, COLORADO, LOCATED BOTH WITHIN AND WITHOUT THE BOUNDARIES OF THE DISTRICT AND WHICH DIRECTLY OR INDIRECTLY SERVE DEVELOPMENT WITHIN THE DISTRICT; AND SHALL THE PROCEEDS OF SUCH TAXES AND INVESTMENT INCOME THEREON BE COLLECTED AND REMITTED TO THE TOWN OF MEAD, COLORADO, BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE IN 2024 AND IN EACH YEAR THEREAFTER, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, SECTION 29-1-301, COLORADO REVISED STATUTES, OR ANY OTHER LAW, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED AND SPENT BY THE DISTRICT?

YES:_____ NO:_____

Imposition of Town Administrative GID Mill Levy as required by MMC:

Ballot issue _____:

SHALL TOWN OF MEAD HIGHWAY 66 AND I-25 GENERAL IMPROVEMENT DISTRICT (“DISTRICT”) TAXES BE INCREASED \$7,500 ANNUALLY, COMMENCING IN 2024), OR BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM AN AD VALOREM MILL LEVY NOT IN EXCESS OF TWO (2.000) MILLS ANNUALLY (PROVIDED THAT SUCH MAXIMUM MILL LEVY SHALL BE ADJUSTED TO ACCOUNT FOR CHANGES IN LAW OR THE METHOD BY WHICH ASSESSED VALUATION IS CALCULATED OCCURRING AFTER JANUARY 1, 2023), THE REVENUES THEREFROM TO BE USED FOR THE PURPOSE OF PAYING THE TOWN’S ADMINISTRATIVE AND LEGAL EXPENSES ASSOCIATED WITH ADMINISTERING THE DISTRICT, INCLUDING BUT NOT LIMITED TO ANNUAL BUDGET PREPARATION, ANNUAL AUDIT EXPENSES, AND FINALIZING ONE OR MORE AGREEMENTS RELATED TO DISTRICT OPERATIONS; SHALL AD VALOREM PROPERTY TAXES BE LEVIED IN ANY YEAR AT A RATE SUFFICIENT TO GENERATE AN AMOUNT ANNUALLY DETERMINED BY THE GOVERNING BODY OF THE DISTRICT BUT NOT IN EXCESS OF THE AMOUNT SPECIFIED ABOVE; AND SHALL THE PROCEEDS OF SUCH TAXES AND INVESTMENT INCOME THEREON BE COLLECTED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE IN 2024 AND IN EACH YEAR THEREAFTER, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, SECTION 29-1-301, COLORADO REVISED STATUTES, OR ANY OTHER LAW, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED AND SPENT BY THE DISTRICT?

YES: _____ NO: _____

DESIGNATION OF ELECTOR

TOWN OF MEAD HIGHWAY 66 AND I-25 GENERAL IMPROVEMENT DISTRICT

WELD COUNTY, STATE OF COLORADO

Filed pursuant to C.R.S. § 31-25-602(2)(b)

TO THE TOWN CLERK OF THE TOWN OF MEAD:

Craig Romrell, the Designated Elector, who is a natural person, a citizen of the United States and a resident of the State of Colorado, and who is eighteen (18) years of age or older, is hereby designated by the entity identified below, as the owner of the taxable real property in the boundaries of the proposed TOWN OF MEAD HIGHWAY 66 AND I-25 GENERAL IMPROVEMENT DISTRICT (or such other name of the district as may be identified with particularity in the Petition for Organization) (the "GID"), which entity is not a natural person, to vote for such owner as an "elector" of the GID. This designation supersedes and replaces any prior designation (if any) by the entity identified below. The taxable real property owned by the entity identified below within the boundaries of the proposed GID is described in **Exhibit 1** attached hereto.

Entity:

QUIKTRIP CORPORATION, an Oklahoma corporation

By: _____

Craig Romrell

Real Estate Manager

Property address: [TBD]

Legal description: See **Exhibit 1**

The address to be used for mailing a ballot
to the Designated Elector:

12000 Washington St. Suite 175

Thornton, CO 80241

The address where the Designated Elector
is registered to vote in the State of Colorado:

18395 W 94th Ave

Arvada, CO 80007

Designated Elector phone number (optional):

Designated Elector email address (optional):

cromrell@quiktrip.com

Exhibit 1

Note: QuikTrip Corporation, an Oklahoma corporation, is the current record owner of Parcel 1 and Parcel 2, as more specifically described below.

Parcel 1:

Lots 1C, 1D, 2, 3, 4A, 4B, 5A, 5B, 5C, 5D, 8A, 8B, 8C, 8D, 9B, 9C, 12A, 12B, 12C, 12D, 13A, 13B, 13C, 13D, 14A, 14B, 14C and Outlot A, Mead Crossings,

EXCEPT those portions thereof taken as fee title by the Department of Transportation, State of Colorado by Rule and Order recorded December 1, 2008 at Reception No. 3592394 and as modified by Modified Rule and Order recorded August 6, 2009 at Reception No. 3640951, County of Weld, State of Colorado.

FOR INFORMATIONAL PURPOSES / APN(s):

Lot 1C – 120727102074 (formerly 120727102003)

Lot 1D – 120727102076 (formerly 120727102004)

Lot 2 – 120727102005

Lot 3 – 120727102006

Lot 4A – 120727102007

Lot 4B – 120727102008

Lot 5A – 120727102009

Lot 5B – 120727102050

Lot 5C – 120727102048

Lot 5D – 120727102012

Lot 8A – 120727102016

Lot 8B – 120727102059

Lot 8C – 120727102056

Lot 8D – 120727102019

Lot 9B – 120727102063

Lot 9C – 120727102061

Lot 12A – 120727102031

Lot 12B – 120727102032

Lot 12C – 120727102033

Lot 12D – 120727102034

Lot 13A – 120727102035

Lot 13B – 120727102036

Lot 13C – 120727102037

Lot 13D – 120727102038

Lot 14A – 120727102039

Lot 14B – 120727102040

Lot 14C – 120727102041

Outlot A – 120727102042

Parcel 2:

LOT 1, BLOCK 1, MEAD CROSSING AMENDMENT NO. 1, THE PLAT OF WHICH WAS
RECORDED JANUARY 26, 2023 AT RECEPTION NO. 4876754,
COUNTY OF WELD, STATE OF COLORADO

FOR INFORMATIONAL PURPOSES / APN(s): 120727108001

**NOTICE OF A PUBLIC HEARING BEFORE THE BOARD OF TRUSTEES
OF THE TOWN OF MEAD, COLORADO, CONCERNING THE ORGANIZA-
TION OF THE TOWN OF MEAD HIGHWAY 66 AND I-25 GENERAL
IMPROVEMENT DISTRICT**

All electors of the area described below and all persons generally are hereby notified that, pursuant to a petition filed with the Town Clerk of the Town of Mead, Colorado (the "Town"), the Board of Trustees will be conducting a public hearing concerning the organization of the Town of Mead Highway 66 and I-25 General Improvement District (the "District").

1. Based upon the Petition submitted to the Town, the initial boundaries of the District will contain the following described property:

Parcel 1:

Lots 1C, 1D, 2, 3, 4A, 4B, 5A, 5B, 5C, 5D, 8A, 8B, 8C, 8D, 9B, 9C, 12A, 12B, 12C, 12D, 13A, 13B, 13C, 13D, 14A, 14B, 14C and Outlot A, Mead Crossings,

EXCEPT those portions thereof taken as fee title by the Department of Transportation, State of Colorado by Rule and Order recorded December 1, 2008 at Reception No. 3592394 and as modified by Modified Rule and Order recorded August 6, 2009 at Reception No. 3640951, County of Weld, State of Colorado.

FOR INFORMATIONAL PURPOSES / APN(s):

Lot 1C - 120727102074 (formerly 120727102003)
Lot 1D - 120727102076 (formerly 120727102004)
Lot 2 - 120727102005
Lot 3 - 120727102006
Lot 4A - 120727102007
Lot 4B - 120727102008
Lot 5A - 120727102009
Lot 5B - 120727102050
Lot 5C - 120727102048
Lot 5D - 120727102012
Lot 8A - 120727102016
Lot 8B - 120727102059
Lot 8C - 120727102056
Lot 8D - 120727102019
Lot 9B - 120727102063
Lot 9C - 120727102061
Lot 12A - 120727102031
Lot 12B - 120727102032
Lot 12C - 120727102033
Lot 12D - 120727102034
Lot 13A - 120727102035
Lot 13B - 120727102036
Lot 13C - 120727102037
Lot 13D - 120727102038
Lot 14A - 120727102039
Lot 14B - 120727102040
Lot 14C - 120727102041
Outlot A - 120727102042

Parcel 2:

LOT 1, BLOCK 1, MEAD CROSSING AMENDMENT NO. 1, THE PLAT OF WHICH WAS RECORDED JANUARY 26, 2023 AT RECEPTION NO. 4876754, COUNTY OF WELD, STATE OF COLORADO

FOR INFORMATIONAL PURPOSES / APN(s): 120727108001

Parcel 3:

LOTS A AND B, MEAD CROSSINGS AMENDMENT 2, THE PLAT OF WHICH WAS RECORDED NOVEMBER 29, 2023 AT RECEPTION NO. 4932973, COUNTY OF WELD, STATE OF COLORADO

FOR INFORMATIONAL PURPOSES / APN(s):

Lot A - 120727103001 (prior parcel no. 120727102072)
Lot B - 120727103002 (prior parcel no. 120727102071)

2. A map of the boundaries of the District is attached to the Petition as Exhibit A, which map graphically depicts the initial District boundaries described above and proposed/future inclusion area boundaries of the District.

3. As set forth in the Petition submitted to the Town, the primary purpose of the District will be to assist with defraying the costs associated with operating and maintaining the public streets and related appurtenances within the boundaries of the District, to include snowplowing, future mill and overlay activities, maintenance of drainage infrastructure, and the installation of public infrastructure, public safety, wayfinding and directional signage within the boundaries of the District (together, the "proposed services").

4. The annual estimated cost of the proposed services is \$75,000 - \$150,000 (as set forth in the Petition).

5. On Monday, July 29, 2024 at 6:00 p.m. at Mead Town Hall, 441 Third Street, Mead, CO 80542, the Board of Trustees will conduct a public hearing concerning the organization of the District. Following the public hearing, the Board of Trustees will consider an ordinance submitting the question of organizing the District and ballot issues authorizing certain property taxes to finance the proposed services to the electors of the District at a special election held for that purpose. Town staff currently estimates that the special election will be held as part of the November 5, 2024 coordinated special election.

6. The Petition respectfully requests that ballot issues related to the Town O&M GID Mill Levy and Town Administrative GID Mill Levy (as those terms are defined in the MMC), be substantially in the form attached to the Petition. The Petition does not contemplate any indebtedness of the District, within the meaning of C.R.S. § 31-25-606(3).

7. All comments concerning the District that are made in person at the public hearing or in writing prior to the public hearing by electors of the District or other members of the public will be heard and determined by the Board of Trustees before final action is taken. Said hearing and determination will take place at the meeting referred to above.

8. Pursuant to C.R.S. § 31-25-602(2)(b), properties owned by entities other than a natural person are permitted to designate a natural person to serve as an elector for the owner. Such designation shall be in writing and filed with the Town Clerk. Only one such person may be designated by an owner.

Dated this 25th day of July, 2024.

/s/ Mary Strutt
Mary Strutt, MMC, Town Clerk

Published: Longmont Times Call July 3, 10, 17, 2024-2062142

Prairie Mountain Media, LLC

PUBLISHER'S AFFIDAVIT

**County of Boulder
State of Colorado**

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

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

Jul 3, 10, 17, 2024

Melissa Najera
Signature

Subscribed and sworn to me before me this

17th day of July, 2024.

Shayla Najera
Notary Public

(SEAL)

**SHAYLA NAJERA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174031965
MY COMMISSION EXPIRES July 31, 2025**

Account: 1051153
Ad Number: 2062142
Fee: \$318.79

1.4

CERTIFICATE OF MAILING

I, Mary Strutt, certify that the PUBLIC HEARING NOTICE FOR THE MEAD HIGHWAY 66 & I-25 GENERAL IMPROVEMENT DISTRICT in the form attached hereto as Exhibit A regarding the Public Hearing scheduled for July 29, 2024 at 6:00 p.m. at Mead Town Hall, was mailed by certified mail to Craig Romrell, Designated Elector, c/o QuikTrip Corporation 12000 Washington St, Suite 175, Thornton, CO 80241 on Friday, July 5, 2024.

A receipt evidencing that the letters were sent via certified mail is attached to this Certificate of Mailing as Exhibit B.

Dated: July 22, 2024



Signature

Name: Mary E. Strutt
Title: Town Clerk

EXHIBIT A



July 5, 2024

Craig Romrell, Designated Elector
QuikTrip Corporation
12000 Washington St, Suite 175
Thornton, CO 80241

Re: Mead Highway 66 & I-25 General Improvement District
Public Hearing July 29, 2024

Dear Mr. Romrell,

Enclosed please find the public hearing notice for the Mead Highway 66 & I-25 General Improvement District scheduled for July 29, 2024 at 6:00 p.m. at Mead Town Hall, 441 Third Street.

Thanks & regards,

Mary E. Strutt
Town Clerk

Enclosure



NOTICE OF A PUBLIC HEARING BEFORE THE BOARD OF TRUSTEES OF
THE TOWN OF MEAD, COLORADO, CONCERNING THE ORGANIZATION
OF THE TOWN OF MEAD HIGHWAY 66 AND I-25 GENERAL
IMPROVEMENT DISTRICT

All electors of the area described below and all persons generally are hereby notified that, pursuant to a petition filed with the Town Clerk of the Town of Mead, Colorado (the "Town"), the Board of Trustees will be conducting a public hearing concerning the organization of the Town of Mead Highway 66 and I-25 General Improvement District (the "District").

1. Based upon the Petition submitted to the Town, the initial boundaries of the District will contain the following described property:

Parcel 1:

Lots 1C, 1D, 2, 3, 4A, 4B, 5A, 5B, 5C, 5D, 8A, 8B, 8C, 8D, 9B, 9C, 12A, 12B, 12C, 12D, 13A, 13B, 13C, 13D, 14A, 14B, 14C and Outlot A, Mead Crossings,

EXCEPT those portions thereof taken as fee title by the Department of Transportation, State of Colorado by Rule and Order recorded December 1, 2008 at Reception No. 3592394 and as modified by Modified Rule and Order recorded August 6, 2009 at Reception No. 3640951, County of Weld, State of Colorado.

FOR INFORMATIONAL PURPOSES / APN(s):

Lot 1C – 120727102074 (formerly 120727102003)
Lot 1D – 120727102076 (formerly 120727102004)
Lot 2 – 120727102005
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Lot 4B – 120727102008
Lot 5A – 120727102009
Lot 5B – 120727102050
Lot 5C – 120727102048
Lot 5D – 120727102012
Lot 8A – 120727102016
Lot 8B – 120727102059
Lot 8C – 120727102056
Lot 8D – 120727102019
Lot 9B – 120727102063
Lot 9C – 120727102061
Lot 12A – 120727102031
Lot 12B – 120727102032
Lot 12C – 120727102033
Lot 12D – 120727102034
Lot 13A – 120727102035

Lot 13B – 120727102036
Lot 13C – 120727102037
Lot 13D – 120727102038
Lot 14A – 120727102039
Lot 14B – 120727102040
Lot 14C – 120727102041
Outlot A – 120727102042

Parcel 2:

LOT 1, BLOCK 1, MEAD CROSSING AMENDMENT NO. 1, THE PLAT OF WHICH WAS RECORDED JANUARY 26, 2023 AT RECEPTION NO. 4876754, COUNTY OF WELD, STATE OF COLORADO

FOR INFORMATIONAL PURPOSES / APN(s): 120727108001

Parcel 3:

LOTS A AND B, MEAD CROSSINGS AMENDMENT 2, THE PLAT OF WHICH WAS RECORDED NOVEMBER 29, 2023 AT RECEPTION NO. 4932973, COUNTY OF WELD, STATE OF COLORADO

FOR INFORMATIONAL PURPOSES / APN(s):

Lot A – 120727103001 (prior parcel no. 120727102072)
Lot B – 120727103002 (prior parcel no. 120727102071)

2. A map of the boundaries of the District is attached to the Petition as Exhibit A, which map graphically depicts the initial District boundaries described above and proposed/future inclusion area boundaries of the District.

3. As set forth in the Petition submitted to the Town, the primary purpose of the District will be to assist with defraying the costs associated with operating and maintaining the public streets and related appurtenances within the boundaries of the District, to include snowplowing, future mill and overlay activities, maintenance of drainage infrastructure, and the installation of public infrastructure, public safety, wayfinding and directional signage within the boundaries of the District (together, the “proposed services”).

4. The annual estimated cost of the proposed services is \$75,000 - \$150,000 (as set forth in the Petition).

5. On Monday, July 29, 2024 at 6:00 p.m. at Mead Town Hall, 441 Third Street, Mead, CO 80542, the Board of Trustees will conduct a public hearing concerning the organization of the District. Following the public hearing, the Board of Trustees will consider an ordinance submitting the question of organizing the District and ballot issues authorizing certain property taxes to finance the proposed services to the electors of the District at a special election held for that purpose. Town staff currently estimates that the special election will be held as part of the November 5, 2024 coordinated special election.



6. The Petition respectfully requests that ballot issues related to the Town O&M GID Mill Levy and Town Administrative GID Mill Levy (as those terms are defined in the MMC), be substantially in the form attached to the Petition. The Petition does not contemplate any indebtedness of the District, within the meaning of C.R.S § 31-25-606(3).

7. All comments concerning the District that are made in person at the public hearing or in writing prior to the public hearing by electors of the District or other members of the public will be heard and determined by the Board of Trustees before final action is taken. Said hearing and determination will take place at the meeting referred to above.

8. Pursuant to C.R.S. § 31-25-602(2)(b), properties owned by entities other than a natural person are permitted to designate a natural person to serve as an elector for the owner. Such designation shall be in writing and filed with the Town Clerk. Only one such person may be designated by an owner.

Dated this 25th day of July, 2024.

/s/ Mary Strutt
Mary Strutt, MMC, Town Clerk

Published on: Wednesday, July 3, 2024
Wednesday, July 10, 2024
Wednesday, July 17, 2024

Notice published in *The Longmont Times-Call*

**EXHIBIT B**

MEAD
350 WELKER AVE
MEAD, CO 80542-9606
(800)275-8777

07/05/2024 02:39 PM

Product	Qty	Unit Price	Price
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First-Class Mail® Letter	1		\$0.68
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Thornton, CO 80241
Weight: 0 lb 0.70 oz
Estimated Delivery Date
Mon 07/08/2024

Registered Mail®			\$16.80
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Amount: \$0.00
Tracking #: RB881090500US

Affixed Postage			-\$17.48
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Affixed Amount: \$17.48

Total			\$0.00
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Grand total:			\$0.00
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Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit www.usps.com USPS Tracking or call 1-800-222-1811.

The Maximum Indemnity Insurance compensation for loss, damage, or missing contents is limited to \$50,000.00 for Registered Mail®.

Save this receipt as evidence of insurance. For information on filing an insurance claim go to <https://www.usps.com/help/claims.htm> or call 1-800-222-1811

Preview your Mail
Track your Packages
Sign up for FREE @
<https://informedelivery.usps.com>

All sales final on stamps and postage.
Refunds for guaranteed services only.
Thank you for your business.

Tell us about your experience.
Go to: <https://postalexperience.com/Pos>
or scan this code with your mobile device,



or call 1-800-410-7420.

Registered No.

RB881090500US

Date Stamp



To Be Completed By Post Office	Postage \$	Extra Services & Fees (continued)
	Extra Services & Fees	☐ Signature Confirmation
	☐ Registered Mail \$	☐ Signature Confirmation Restricted Delivery
	☐ Return Receipt (hardcopy) \$	☐ Signature Confirmation Restricted Delivery
	☐ Return Receipt (electronic) \$	☐ Signature Confirmation Restricted Delivery
	☐ Restricted Delivery \$	Total Postage & Fees \$
	Customer Must Declare Full Value \$	Received by [Signature]

Domestic Insurance up to \$50,000 is included based upon the declared value. International Indemnity is limited. (See Reverse).

OFFICIAL USE

To Be Completed By Customer (Please Print) All Entries Must Be in Ballpoint or Typed	FROM	Town of Mead 441 3rd St Mead, CO 80542
	TO	Graig Romell Quick Trip Corp 12000 Washington St Ste 175 Thornton, CO 80241

PS Form 3806, Registered Mail Receipt

April 2015, PSN 7530-02-000-9051

For domestic delivery information, visit our website at www.usps.com®

Copy 1 - Customer

(See Information on Reverse)

PARCELS WITHIN INITIAL BOUNDARIES OF GID

Parcel Number	Legal Description	Ownership	Assessed Value
120727102074	LOT IC MEAD CROSSINGS EXC N 3FT	QUIKTRIP CORPORATION	\$12,940
120727102076	LOT 1D MEAD CROSSINGS EXC N 3FT AND E 2.33FT	QUIKTRIP CORPORATION	\$7,230
120727102005	MEA MC L2 MEAD CROSSINGS	QUIKTRIP CORPORATION	\$40,250
120727102006	MEA MC L3 MEAD CROSSINGS	QUIKTRIP CORPORATION	\$60,830
120727102007	MEA MC L4A MEAD CROSSINGS	QUIKTRIP CORPORATION	\$35,630
120727102008	MEA MC L4B MEAD CROSSINGS	QUIKTRIP CORPORATION	\$17,410
120727102009	MEA MC LSA MEAD CROSSINGS	QUIKTRIP CORPORATION	\$62,920
120727102050	LSB MEAD CROSSINGS EXC PT DESC AS COMM E4 COR SEC 27 S89D04'W 320.05' NOD06'E 475.67' TO TPOB NOD06'E 377.4' S89D53'E 70' SOD06'W 377.4' N89DS3'W 70' TO TPOB	QUIKTRIP CORPORATION	\$30,880
120727102048	LSC MEAD CROSSINGS EXC PT DESC AS COMM E4 COR SEC 27 S89D04'W 320.05' TO TPOB NOD06'E 475.67' S89D53'E 70' SOD06'W 474.41' S89D04'W 70.01' TO TPOB	QUIKTRIP CORPORATION	\$32,230
120727102012	MEA MC L5D MEAD CROSSINGS	QUIKTRIP CORPORATION	\$10,690
120727102016	MEA MC L8A MEAD CROSSINGS	QUIKTRIP CORPORATION	\$8,480
120727102059	L8B MEAD CROSSINGS EXC COMM E4 COR SEC 27 S89D04'W 320.05' NOD06'E 1438.78' N16D39'W 1111' TO TPOB N16D39' 42.12' S88D22'E 125.52' S15D40'E 104.08' S74D19'W 117.41' N16D39'W 99.28' TO TPOB & EXC COMM E4 COR S89D04'W 320.05' NOD06'E 1438.78' N16D39'W 1111' TO TPOB N88D22'W 272.58' N22DO'E 42.68' S88D22'E 244.5' S16D39'E 42.12' TO TPOB	QUIKTRIP CORPORATION	\$10,400
120727102056	L8C MEAD CROSSINGS EXC PT DESC AS COMM E4 COR SEC 27 S89D04'W 320.05' NOD06'E 1438.78' N16D39'W 714.54' TO TPOB N16D39'W 297.18' N74D19'E 117.41' S15D40'E 280.72' S66DO'W 113.48' TO TPOB	QUIKTRIP CORPORATION	\$9,320
120727102019	MEA MC L8D MEAD CROSSINGS	QUIKTRIP CORPORATION	\$9,300
120727102063	L9B MEAD CROSSINGS EXC PT DESC AS COMM N4 COR SEC 27 S86D46'E 1324.09' TO TPOB NOSDS6'E 40.11' S88D22'E 192.22' S12D29'W 40.73' N88D22'W 187.56' TO TPOB	QUIKTRIP CORPORATION	\$10,470
120727102061	L9C MEAD CROSSINGS EXC PT DESC AS COMM N4 COR S86D58'E 1511.59' TO TPOB N12D29'E 40.73' S88D22'E 214.65' S22DO'W 42.68' N88D22'W 207.46' TO TPOB	QUIKTRIP CORPORATION	\$11,940
120727102031	MEA MC L12A MEAD CROSSINGS	QUIKTRIP CORPORATION	\$12,650
120727102032	MEA MC L12B MEAD CROSSINGS	QUIKTRIP CORPORATION	\$9,490
120727102033	MEA MC L12C MEAD CROSSINGS	QUIKTRIP CORPORATION	\$11,830
120727102034	MEA MC L12D MEAD CROSSINGS	QUIKTRIP CORPORATION	\$11,730
120727102035	MEA MC L13A MEAD CROSSINGS	QUIKTRIP CORPORATION	\$12,230
120727102036	MEA MC L13B MEAD CROSSINGS	QUIKTRIP CORPORATION	\$11,030

120727102037	MEA MC L13C MEAD CROSSINGS	QUIKTRIP CORPORATION	\$10,570
120727102038	MEA MC L13D MEAD CROSSINGS	QUIKTRIP CORPORATION	\$12,580
120727102039	MEA MC L14A MEAD CROSSINGS	QUIKTRIP CORPORATION	\$16,920
120727102040	MEA MC L14B MEAD CROSSINGS	QUIKTRIP CORPORATION	\$16,840
120727102041	MEA MC L14C MEAD CROSSINGS	QUIKTRIP CORPORATION	\$20,050
120727102042	MEA MC OUTLOT A MEAD CROSSINGS	QUIKTRIP CORPORATION	\$19,950
120727108001	LOT 1, BLOCK 1 MEAD CROSSINGS AMENDMENT 1	QUIKTRIP CORPORATION	\$1,093,050
120727103001	LOT A MEAD CROSSINGS AMENDMENT 2	CLUB CAR WASH MEAD LLC	\$37,460
120727103002	Lot B MEAD CROSSINGS AMENDMENT 2	CLUB CAR WASH MEAD LLC	\$47,450

TOTAL \$1,714,750



PUBLIC HEARING

Town of Mead Highway 66 and I-25
General Improvement District

GID Policy of Town of Mead

It is the policy of the Town to support and encourage the establishment of general improvement districts for the purpose of acquiring, constructing, installing, operating or maintaining those public improvements or providing those municipal services that are necessary to protect and enhance the health, safety and welfare of the inhabitants of the Town, and to further support and encourage the establishment of general improvement districts for development or redevelopment projects that do not seek the establishment of a Title 32 metropolitan district organized pursuant to this Chapter and C.R.S. §§ 32-1-101, et seq.

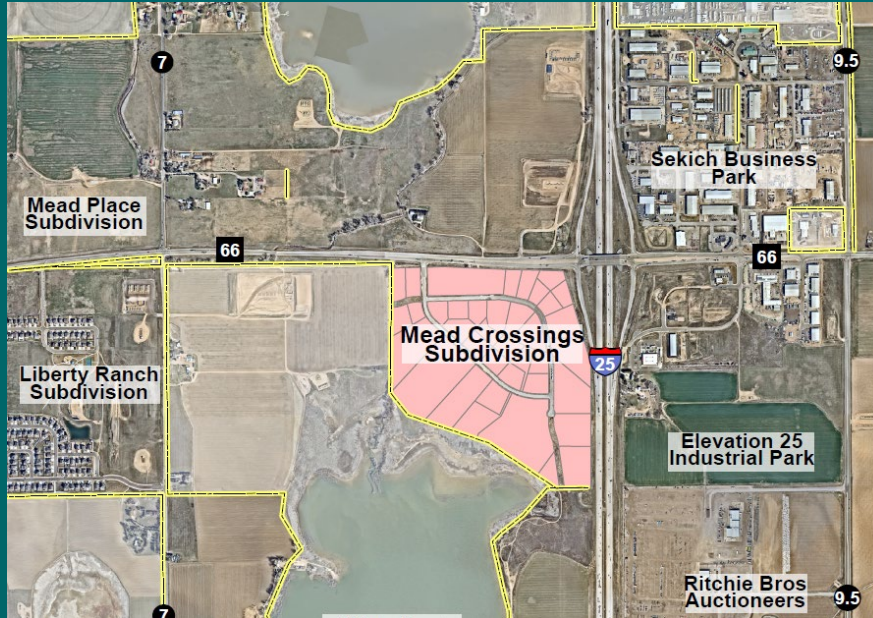
Overview

- State law requires public hearing on GID formation
- The purpose of this hearing is to provide the Board of Trustees with an opportunity to: (i) confirm that the Petition for Organization of the GID has been duly signed and presented in conformity with state law, and (ii) that the allegations of the Petition are true
- Next step in process = **organizational election**
(Tuesday, November 5, 2024)

Jurisdiction to conduct hearing

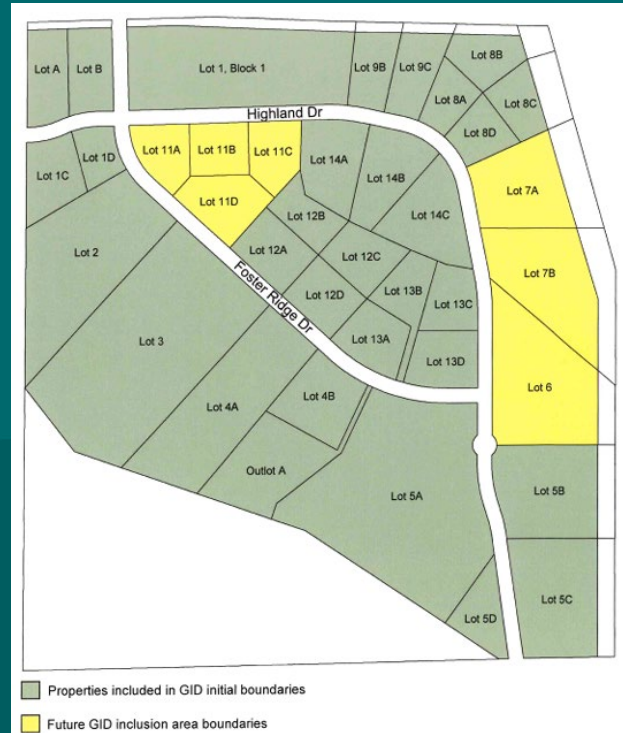
- State law requires notice of public hearing
- Notice by publication (3x), completed, publisher's affidavit on file with Town Clerk
- Mailed notice to each elector, completed, certificate of mailing on file with Town Clerk
- Board of Trustees has jurisdiction to conduct hearing

Vicinity Map



Section b, Item i.

GID – proposed initial boundaries



Section b, Item i.

Proposed Town of Mead Highway 66 and I-25 General Improvement District

GID data:

- Total number of electors: one (1)*
*designation of elector form on file with Town Clerk
- Total (current) assessed value of GID: \$1,714,750*
*from Weld County tax rolls/assessor records

SUMMARY AND PROPOSED MOTION

"I move to approve Ordinance No. 1062, of the Town of Mead, Colorado, making findings and determinations with respect to a petition concerning the organization of the proposed "*Town of Mead Highway 66 and I-25 General Improvement District*" pursuant to § 31-25-601, *et seq.*, C.R.S., and providing for the question of the organization of the District to be referred to the electors thereof along with additional ballot issues authorizing the imposition of general property taxes to accomplish the purposes of the District."



Agenda Item Summary

MEETING DATE: July 29, 2024
SUBJECT: Continuance of Public Hearing on Proposed Code Amendments Related to Renewable Energy Facilities to August 12, 2024
PRESENTED BY: Jason Bradford, AICP, Community Development Department Director

SUMMARY

The Town Board of Trustees adopted a twelve (12) month moratorium on renewable energy facility development applications on July 31, 2023, by adopting Ordinance No. 1043. The Ordinance tasks Town staff with establishing zoning and development regulations and standards for Renewable Energy Facilities (REFs) in accordance with goals set out in the Town's Comprehensive Plan.

In response to direction from the Town of Mead Board of Trustees ("Board"), Town staff has prepared amendments to the Land Use Code, establishing development standards and zoning for renewable energy production facilities, such as solar and wind energy (referred to generally as "REFs" or "facilities"). The proposed Land Use Code amendments include revisions to **Section 16-3-40 – Use Regulations** and **Section 16-3-60 – Accessory Uses**. The proposed Code amendments also include the establishment of **Chapter 16, Article XV – Development Standards for Renewable Energy Facilities** (collectively, the "Code Amendments"). Mead Municipal Code Section 2-7-20(4) provides that the Planning Commission shall hold a hearing on all proposed code amendments and provide a recommendation regarding same to the Board of Trustees. The Planning Commission held a public hearing on the Code Amendments at a special meeting on June 26, 2024, which hearing was continued to July 17, 2024.

In order to have time to make minor modifications to the proposed Code Amendments, consistent with direction by the Planning Commission, Staff is requesting that the public hearing before the Board of Trustees regarding the Code Amendments be **opened and continued** to August 12, 2024, at 6:00 p.m., with the continued public hearing to be held at Town Hall. A recommended motion follows below.

STAFF RECOMMENDATION/ACTION REQUIRED

Suggested Motion:

"I move to open and continue the public hearing regarding the Board's consideration of the proposed Code Amendments related to Renewable Energy Facilities to Monday, August 12, 2024, at 6:00 p.m., at Town Hall."

ATTACHMENTS

Notice of Public Hearing for the proposed Code Amendments



**NOTICE OF PUBLIC HEARING OF THE
TOWN OF MEAD, COLORADO,
PLANNING COMMISSION
AND
BOARD OF TRUSTEES**

**TO CONSIDER AMENDMENTS TO THE MEAD MUNICIPAL CODE
PERTAINING TO THE ESTABLISHMENT OF DEVELOPMENT STANDARDS FOR
RENEWABLE ENERGY FACILITIES**

NOTICE IS HEREBY GIVEN that the Planning Commission for the Town of Mead and the Mead Board of Trustees will conduct public hearings to consider certain staff-initiated text amendments to the Land Use Code of the Mead Municipal Code (“Code”), as directed by the Board of Trustees. The purpose of the proposed amendments is to establish development standards for renewable energy facilities. The proposed Code amendments include revisions to **Section 16-3-40 – Use Regulations** and **Section 16-3-60 – Accessory Uses**. The proposed Code amendments also include the establishment of **Chapter 16, Article XV – Development Standards for Renewable Energy Facilities**.

The Planning Commission will hold a public hearing and make a recommendation to the Board of Trustees. The Planning Commission public hearing will be held on **Wednesday, June 26, 2024, at 6:00 p.m.** The public hearing will take place in the **Board Chambers at Mead Town Hall, located at 441 Third Street, in the Town of Mead.**

The Board of Trustees will hold a public hearing and make a final determination regarding the proposed Code amendments. The Board of Trustees public hearing will be held on **Monday, July 29, 2024, at 6:00 p.m.** The public hearing will take place in the **Board Chambers at Mead Town Hall, located at 441 Third Street, in the Town of Mead.**

All interested persons will be given an opportunity to be heard at the public hearings, in person or virtually, or may submit written comments regarding the matter under consideration. The virtual meeting links can be found on the Town’s website at **www.townofmead.org/meetings** under “View Details” as part of each meeting’s agenda materials. Copies of the proposals are on file and available for public inspection in the Office of the Town Clerk, at the Mead Town Hall, 441 3rd Street, Mead, Colorado 80542. Please contact Jason Bradford at 970-805-4192 or jbradford@townofmead.org for more information or to submit comments.

By: Mary E. Strutt, MMC
Town Clerk



Agenda Item Summary

MEETING DATE: July 29, 2024
SUBJECT: Appointment of William Jorgensen as Regular Planning Commissioner
PRESENTED BY: Jason Bradford, AICP, Community Development Director

SUMMARY

The Planning Commission consists of five (5) regular members and two (2) alternate members appointed by the Board of Trustees in accordance with Section 2-7-30 of the Mead Municipal Code (“MMC”). Diane Kure, who served on the Commission for many years, has resigned from the Planning Commission, creating a vacancy in one of the regular positions, for a term ending on December 31, 2026.

Section 2-7-30 of the MMC provides that residents must meet the following requirements to qualify for a position on the Planning Commission:

- Qualified elector;
- Resident of the Town for at least twelve (12) consecutive months;
- Attended at least two (2) Planning Commission meetings; and
- Not an immediate family member of, or reside in the same household as, a member of the Board of Trustees or another member of the Planning Commission

Town staff recommends William Jorgenson for the regular position. Mr. Jorgensen currently serves as an alternate member of the Planning Commission. Specifically, Mr. Jorgensen was recently seated as an alternate member of the Commission (for a term of office through December 31, 2024) by the Board of Trustees at the June 24, 2024 regular Board meeting. Due to the resignation of Diane Kure, Staff is recommending that Mr. Jorgensen be seated as a regular member of the Planning Commission.

FINANCIAL CONSIDERATIONS

None

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends that the Board of Trustees appoint William Jorgensen as a regular member of the Planning Commission, for the term ending on December 31, 2026, via the following motion:

Suggested Motion:

“I move to appoint William Jorgenson as a Regular Planning Commissioner for the four-year term through December 31, 2026, effective July 29, 2024.”



Agenda Item Summary

MEETING DATE: July 29, 2024
SUBJECT: Appointment of Tim Corliss as Alternate Planning Commissioner
PRESENTED BY: Jason Bradford, AICP, Community Development Director

SUMMARY

The Planning Commission consists of five (5) regular members and two (2) alternate members appointed by the Board of Trustees in accordance with Section 2-7-30 of the Mead Municipal Code (“MMC”). Currently, there is a vacancy in one of the alternate positions for a term through December 31, 2024. Members can be reappointed at the end of their term.

Town staff advertised the open position through advertisements on Facebook, Instagram, and Nextdoor from November 2023 through January 2024, as well as the December and January editions of the *Mead Messenger*. By the application deadline on January 8, 2024, six residents had applied.

Section 2-7-30 of the MMC provides that residents must meet the following requirements to qualify for a position on the Planning Commission:

- Qualified elector;
- Resident of the Town for at least twelve (12) consecutive months;
- Attended at least two (2) Planning Commission meetings; and
- Not an immediate family member of, or reside in the same household as, a member of the Board of Trustees or another member of the Planning Commission

All applicants are qualified electors of the Town. By the May 15, 2024 Planning Commission meeting, two (2) applicants had met the obligation to attend at least two (2) Planning Commission meetings: Tim Corliss and William Jorgensen. Both introduced themselves to the Planning Commission and demonstrated a clear understanding of the role and responsibilities of membership on the Planning Commission. Both applicants are professionally accomplished, well respected in the community, and qualified to serve on the Planning Commission, meeting MMC requirements. Staff has recommended William Jorgensen to the recently vacated regular position.

Town staff recommends Tim Corliss for the alternate position. Mr. Corliss has been a resident of the Town for more than a year, and, in addition to attending the two required Planning Commission meetings, has met with staff. He is interested in contributing to his community by serving on the Planning Commission. Mr. Corliss has a professional background in data science, and he has served as a volunteer for the Leukemia Lymphoma Society for over 18 years. His unique experience, expertise, and interest in urban planning will be an asset to the Planning Commission.

FINANCIAL CONSIDERATIONS

None

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends that the Board of Trustees appoint Tim Corliss as an alternate member of the Planning Commission, for the December 31, 2020, through December 31, 2024, term, beginning on July 29, 2024, via the following motion:

Suggested Motion:

“I move to appoint Tim Corliss as Alternate Planning Commissioner for the four-year term through December 31, 2024, effective July 29, 2024.”

ATTACHMENTS

- Planning Commission Application - Tim Corliss



Town of Mead
Application for Committee/Commission Membership

Name Tim Corliss

Address [REDACTED]

City/State/Zip Code mead, CO 80542

Home Telephone Number [REDACTED]

Business Telephone Number [REDACTED]

E-Mail Address [REDACTED]

Length of Residency in Mead 1+ years

Committee or Commission Applying For Planning

Are You a Registered Voter in the Town of Mead yes

What is Your Occupation Data Science

What Background or Interest Do You Bring to This Position and What Would You Like To Work On? 18+ years as a volunteer for leukemia Lymphoma Society

20+ years Experience in Sales, Finance, marketing's operation

I would like to volunteer my time to help support our community and help make mead an even better place to live.

Signature: [Signature] Date: 3/31/22

Qualifications: All Committee Members must be U. S. Citizens, bona fide residents and qualified electors who have resided in the Town of Mead for at least twelve (12) consecutive months immediately preceding the date of appointment.

Committee/Commission Meeting Days
Finance Committee - Quarterly, Tuesday Mornings
Planning Commission - Third Wednesday of Month
Events Committee - Second Tuesday of Month