BOARD OF TRUSTEES

441 3rd Street, Mead
Monday, August 29, 2022

AGENDA

I. 5:15 p.m.
Work Session: 2023 Budget

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

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

1. Call to Order – Roll Call

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

2. Moment of Silence

3. Pledge of Allegiance to the Flag

4. Review and Approve Agenda

5. Staff Report: Town Manager Report

a. Managers Report

6. Informational Items

a. Community Engagement Update

b. Shield 616 Presentation

c. General Improvement District Policy

7. Proclamations

a. National Preparedness Month September 2022

b. Suicide Awareness and Prevention Month September 2022

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

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

a. Approval of Minutes - Regular Meeting August 08, 2022

b. July 2022 Aged Receivables

c. July 2022 Financials

d. Check Register August 29, 2022

e. **Resolution No. 60-R-2022** – A Resolution of the Town of Mead, Colorado, Authorizing Negotiations for the Acquisition of Certain Interests in Real Property and Improvements for Public Wastewater Utility Purposes and Authorizing Eminent Domain Proceedings to Acquire Same If and As Necessary

f. **Resolution No. 61-R-2022** – A Resolution of the Town of Mead, Colorado, Approving a Purchase Order for a New Holland WM120 Tractor and Mower in the Amount of Ninety-Two Thousand Two Hundred Dollars ($92,200.00)

g. **Resolution No. 62-R-2022** - A Resolution of the Town of Mead, Colorado, Approving a Purchase Order for the Purchase of a Topdresser and Aerator in the Amount of Thirty-Seven Thousand Nine Hundred Ten Dollars and Ninety-Six Cents ($37,910.96)

h. **Resolution No. 63-R-2022** - A Resolution of the Town of Mead, Colorado Approving that Certain Intergovernmental Agreement with the State of Colorado (Acting By and Through the Colorado Department of Transportation) for SH66 at WCR 7 Intersection Improvement Project (Project No. STA 066A-008 (21657))

i. **Resolution No. 64-R-2022** - A Resolution of the Town of Mead, Colorado, Awarding the Bid and Approving a Construction Agreement Between the Town and Mountain Constructors, Inc., for the North Creek Culver Repair Project

j. **Resolution No. 65-R-2022** – A Resolution of the Town of Mead, Colorado, Approving An Intergovernmental Agreement Between the Town of Mead and the City of Longmont for Membership on Longmont's Special Weapons and Tactics Team

k. **Resolution No. 66-R-2022** – A Resolution of the Town of Mead, Colorado, Calling a Special Election to Be Held on November 8, 2022, for the Proposed Town of Mead Elevation 25 General Improvement District

l. **Ordinance No. 1006** - 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 Elevation 25 General Improvement District" Pursuant to § 31-25-601, et seq., C.R.S. and Providing for the Question of the Organization of Such 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 Said District

m. **Resolution No. 67-R-2022** - A Resolution of the Town of Mead, Colorado, Approving a First Amendment to the Agreement for Professional Services Between the Town and SAFEbuilt Colorado, LLC for Building Official and Inspection Services

n. **Resolution 68-R-2022** - A Resolution of the Town of Mead, Colorado, Approving Acquisition (Lease) of Five (5) Fleet Vehicles for 2023, Utilizing the Master Equity Lease Agreement with Enterprise Fleet Management (EFM) Dated January 14, 2021

10. New Business

a. **Ordinance No. 1007** – An Ordinance of the Town of Mead, Colorado Submitting a Ballot Issue to the Voters of the Town of Mead at the November 8, 2022 Coordinated General Election Concerning the Imposition of an Occupational Tax on the Square Footage of Business Warehouses and Outdoor Warehouses

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

12. Elected Official Reports

a. Town Trustees

b. Mayor Whitlow

i. Letter of Support

13. Adjournment

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

TO: Honorable Mayor and Trustees

FROM: Helen Migchelbrink, Town Manager

DATE: August 29, 2022

SUBJECT: Town Manager Report

- The Board of Trustees are considering a proposed warehouse tax for the November 8, 2022, election. Mead residents would not pay this tax. It would only apply to large commercial and industrial warehouses, supply and distribution centers, and storage facilities, which do not remit local sales tax revenue. The proposed warehouse tax would guarantee large commercial and industrial facilities pay their fair share and ease the hardships they place on town resources. Residents are invited to weigh in on this by contacting the Mayor and Trustees, emailing the Town at info@townofmead.org, calling the Town at 970-535-4477, or coming to the Town Board meeting tonight, which begins at 6:00 p.m.
- The third and final Meet, Greet and Eat with the Board of Trustees for 2022 will be held on Tuesday, August 30th at the Grand View Estates subdivision, 240 Grand View Circle, from 6:00 p.m. to 7:30 p.m.
- Nominations for candidates running for the Mayor or Trustee positions at the November election are due to the Town Clerk's office by 5:00 p.m. on Monday, August 29, 2022. A drawing to determine ballot order is scheduled for Wednesday, September 7, 2022, at 8:30 a.m.
- The new Public Works building located at 1341 Welker is nearing completion. Current plans indicate the building will be ready to occupy by the end of September.
- Weld County Sheriff's Office has notified the Town that they will no longer be providing victim assistance services effective January 1, 2023. Chief Newbanks is continuing to meet with other local departments to explore options for providing these services.
- New playground equipment has recently been installed in the Town Park.
- The bridge over I-25 at the Welker exit in Mead was severely damaged on August 8. This bridge is the responsibility of CDOT to repair and maintain. Within the next few weeks, CDOT will open the north side of the bridge to westbound traffic. Emergency repairs to the bridge will take place over the next two months. Upon completion, the bridge will open to full two-way traffic.
- Work continues at the Agfinity Convenience Store site located at Third and Welker.
- Plans for the annual Community Day (Saturday, September 10) are continuing. Currently, 37 vendors have registered. The band lineup includes Jesse Cornett & the Revolvers, headliner is Chris Daniels and the Kings. The festival runs from 4:00-9:30, with the fireworks kicking off at 9:30 p.m.
- Municipal Court Judge Thrower has updated the court fee schedule. The new schedule is attached and is posted at Town Hall.
- Municipal Court for November has been rescheduled to November 3rd due to scheduling conflicts. The court calendar has been updated and police have the updated cutoff dates.
- Staff is beginning preparation work for the 2023 budget. A Work Session has been scheduled tonight at 5:15 p.m. to discuss goals and budget assumptions.
- The Wall That Heals had over 5500 visitors throughout the 4-day display. Visitors, veterans, and volunteers came from across Colorado to honor and be of service. The Town received many accolades for the ceremonies, location, and dedication to host the event.
- Key projects update:
    - Public Works Facility: The project is on track for a September substantial completion. Utilities continue to be the critical path, as the gas service is behind schedule. Power and water installations are complete.

  - 3rd and Welker Intersection – Coordination continues with LTWD and with CDOT regarding the environmental and real estate clearances.
  - Bean Plant Community Center – Three bids were received for the building demolition and are under review. Four proposals were received for the architectural/engineering firms and interviews were conducted with two firms on August 23, Essenza Architecture and EV Studio.
- YTD totals for new single family home permits:
  - 2022 YTD 77 SF Permits, 177 Certificates of Occupancy
- Boards and Commissions
  - The Planning Commission meeting for August has been cancelled. A vacant alternate position exists on the commission. Next Planning Commission meeting is scheduled for September 21 at 6:00 p.m. in Town Hall.
  - The Finance Committee is receiving email updates through the summer and will meet again in person this fall to review the 2023 budget. One vacancy still exists on the committee.
- Human Resources
  - The Town is advertising open positions using NeoGov recruiting platform https://www.governmentjobs.com/careers/townofmead
  - Open positions include Code Enforcement Officer, Administrative Clerk and Public Works Operations Supervisor and Pavement Manager.
  - Graves Consulting is continuing data gathering for an assessment of the Town's pay and benefit packages. A meeting has been scheduled to discuss preliminary findings.

Community Development

- Staff is working with OZ Architecture to establish a Municipal Facilities Master Site Plan at the Liberty Ranch Tract B site on CR 7, south of Hwy 66. We will be providing information and seeking direction from the Planning Commission and Board of Trustees this autumn.
- The Grand Meadow PUD and Preliminary Plat are scheduled to appear before the Board on September 12th.
- The rezoning and platting of the Schulz Property (on the SEC of CR 36 and I-25 Frontage Road) is tentatively scheduled to appear before the Board this September or October.
- The Agfinity PUD rezoning is tentatively scheduled to appear before the Board this September or October.
- The Meadow Ridge Final Plat and SIA is tentatively scheduled to appear before the Board in October.
- The Access 25 Site Plan (Postle Flg. No. 2) is tentatively scheduled to appear before the Board in October.
- The QuikTrip Site Plan and Site Plan Agreement is tentatively scheduled to appear before the Board this autumn.

Public Works and Engineering

- Street maintenance – Asphalt patching is complete and crack sealing is underway in advance of the chip seal project coming in September for Vale View, CR 5, and CR 5.5.
- Seven bids were received for the headworks improvements at the Wastewater Treatment Facility and staff is in the process of reviewing these for award.
- Public Works staff has been grading CR7 extensively in response to the CR34 bridge closure over I-25. This extra response is expected to diminish some once the westbound lanes are re-opened.

Community Engagement

- Youth volleyball and soccer season has commenced. First games are scheduled for September 10. There are 105 registered for soccer and 91 registered for volleyball.
- Fall adult cornhole league will be held on Tuesdays in September.

- A video presentation of The Wall That Heals will be presented at Community Day. Coverage includes escort, timelapse of the wall assembly, Welcome Home ceremony and closing ceremony.
- Due to low registration, the older active adult Brunch & Brews trip has been cancelled. Our next scheduled trip for older active adults is tentatively planned for December. We are continuing to look at alternative programs to engage senior adult population.
- The High Plains Library bookmobile has moved locations, and will be hosting their library services at Town Park on 2nd & 4th Tuesdays of each month from 9-11:30 a.m. This stop includes their preschool story time and services for senior citizens.
- The first phase of town-wide signage project is complete, with the exception of three bike trail signs that are being manufactured.

Police Department

- Report Attached

Town of Mead Municipal Court
Schedule of Fines

All fines assessed may be increased or decreased if there are mitigating or aggravating factors at the time of sentencing.

ALL VIOLATIONS/ORDINANCES NOT LISTED REQUIRE A MANDATORY COURT APPEARANCE AND ARE SUBJECT TO FINES UP TO $1000.00 AND MAY BE SUBJECT TO INCARCERATION FOR UP TO 364 DAYS PURSUANT TO MEAD MUNICIPAL CODE SECTION 1-4-20

TRAFFIC VIOLATIONS (2, 3 & 4 POINTS)

(On all traffic violations, add an additional $5.00 per point for an accident and/or each subsequent violation within the past 24 months)

3RD Violation in 24 months – Mandatory Court Appearance

1st VIOLATION within two years……..$30.00 per point
2nd VIOLATION WITHIN two years…….$35.00 per point
All Zero and One Point violations……...$60.00

SPEEDING IN A CONSTRUCTION OR SCHOOL ZONE
FINES WILL BE DOUBLED BASED ON ORIGINAL CHARGE

*** ANY TRAFFIC VIOLATION 6 OR MORE POINTS, TRAFFIC ACCIDENTS , and MINORS – MANDATORY COURT APPEARANCE***

Parking Violation – **HANDICAP ONLY**...$150.00
Parking Violation RV/Trailer 1st Offense….$50.00
2nd Offense…..Mandatory Appearance
All other parking violations……..……...$50.00
Seat Belt Violation……$60.00
Obstructed Window……..$60.00
Child Restraint…….……$150.00

Court costs……..$50.00
Community Service……$20.00
Show Cause Fee…….$35.00
Warrant Fee……$75.00
Default Fee…….$30.00
Deferred Judgment/Prosecution Fee…..……$100.00

All eligible mail in payments shall consist of the presumptive fine plus Court Costs of $50.00.

Approved this 19th day of August, 2022

Judge David J. Thrower

Mead Police Department

Mid-Monthly Activity - August 2022

STAFFING:

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

Officer Salazar is assigned to Mead Schools as the Resource Officer.

The Community Service Officer position is vacant.

Officers Patton, Barker, Rollins, and Lima are in field training.

NOTABLE CALLS FOR SERVICE:

Found Property – 6th Street / Welker Ave – 22ML03589 – 08/01/2022
Abandoned stroller taken in for safe keeping.

Hit and Run Crash – Hwy 66 / WCR 13 – 22ML03596 – 08/01/2022
Minor damage, non-injury crash involving a vehicle that left the scene.

Crash – Hwy 66 / WCR 13 – 22ML03597 – 08/01/2022
Minor damage, non-injury rear-end crash involving two vehicles.

PO violation – Mead – 22ML03616 – 08/02/2022
Report of violation of protection order. Unfounded.

Assist Other Agency – 7-11 – 22ML03625 – 08/03/2022
Officer investigated missing person and relayed information to Longmont PD.

Theft – Park-N-Ride – 22ML03649 – 08/04/2022
Catalytic converter stolen from parked vehicle.

Crash – I-25 SB mm254 – 22ML03657 – 08/05/2022
Officer assisted CSP with a crash between semi and SUV.

Harassment – Mead – 22ML03663 – 08/05/2022
Alleged shoving of victim. Under investigation.

Hit and Run Crash – Hwy 66 / I25 – 22ML03670 – 08/05/2022
Vehicle waiting at the stoplight was rear-ended. Suspect vehicle, silver Lincoln sedan, fled the scene.

Recovered Stolen Vehicle – 16600 Meadow Lane – 22Ml03676 – 08/06/2022
Officers responded to suspicious vehicle. Recovered stolen rental vehicle with no suspect.

Stolen Vehicle – 2600 Mead Lane – 22ML03681 – 08/06/2022
Victim reported their vehicle stolen. No suspects information.

DUI Crash – I25 off-ramp at Hwy 66 – 22ML03696 – 08/06/2022
Motorcycle crashed on off-ramp. Driver arrested for DUI.

PO violation, Harassment, DV – Margil Road – 22ML03705 – 08/08/2022
Victim pushed and phone taken away. Suspect fled. Under investigation.

Burglary – 3900 S Valley Drive – 22ML03706 – 08/08/2022
Suspects forced entry into business and stole tools.

Warrant Arrest – Margil Road – 22ML03708 – 08/08/2022
Suspect arrested on active misdemeanor warrant.

Theft from Vehicle – 100 block of 6th Street – 22ML03710 – 08/08/2022
Cash, iPad, and shoes were taken from vehicle.

Burglary – 4480 Elevation Drive – 22ML03709 – 08/08/2022
Suspects forced entry into a trailer and stole tools.

Crash – Deere Crt / Hwy 66 – 22ML03712 – 08/08/2022
Two vehicle minor damage, non-injury crash.

Assist to CSP – I25 / WCR 34 – 22ML03718 – 08/08/2022
Semi's cargo struck the underneath of the bridge at WCR 34 causing significant damage to the bridge and injuries to other motorists.

Theft – 16200 block of I25 Frontage Road – 22ML03727 – 08/09/2022
Catalytic converters stolen off of two parked vehicles.

Crash – I25 on-ramp at Hwy 66 – 22ML03734 – 08/10/2022
Two vehicle non-injury crash.

Theft from Vehicle – 17600 block of Silver Fox Ct – 22ML03737 – 08/10/2022
Items stolen from inside the vehicle by unknown suspect.

Traffic – Hwy 66 / WCR 13 – 22ML03766 – 08/12/2022

Stop for expired registration and broken taillight resulted in citation for expired registration and no insurance.

Warrant Arrest – I25 Northbound mm245 – 22ML03783 – 08/12/2022
Passenger in stopped vehicle had arrest warrant.

Assist Other Agency on Crash – Hwy 66 / WCR 13 – 22ML03789 – 08/13/2022
Officers responded to crash on WCR 13. Turned over to Firestone.

Hit and Run Crash – Hwy 66 / WCR 17 – 22ML03797 – 08/13/2022
Two vehicle crash where suspect driver left the scene. Under investigation.

Warrant Arrest – 7-11 – 22ML03803 – 08/13/2022
Fugitive located at 7-11 and arrest on active warrant.

Vandalism – 2500 block of Rosemary Lane – 22ML03814 – 08/14/2022
Fence spray painted by unknown suspect.

Crash – Hwy 66 / WCR 9.5 – 22ML03813 – 08/14/2022
Two vehicle crash with injuries. Driver cited for careless driving.

Agenda Item Summary

MEETING DATE:	August 29, 2022
SUBJECT:	General Improvement District Policy
PRESENTED BY:	Marcus McAskin, Town Attorney

ATTACHMENTS:

Attachment 1 to AIS: GENERAL IMPROVEMENT DISTRICTS POLICY (DRAFT), including DRAFT Town publication titled publication titled "Formation of General Improvement Districts (GIDs) in the Town of Mead"
(**14 pages**)

Attachment 2 to AIS: (DRAFT) ORDINANCE titled ORDINANCE NO. ___, AN ORDINANCE OF THE TOWN OF MEAD, COLORADO, AMENDING THE MEAD MUNICIPAL CODE TO ADD ARTICLE VIII, CHAPTER 4, TITLED *GENERAL IMPROVEMENT DISTRICTS*
(**8 pages)**

SUMMARY

The Town Attorney is scheduled present the proposed General Improvement District Policy to the Board during the "Informational Items" portion of the August 29, 2022 regular meeting.

The following attachments are included in the meeting packet:

Attachment 1 to AIS: GENERAL IMPROVEMENT DISTRICTS POLICY (DRAFT),including DRAFT Town publication titled publication titled "Formation of General Improvement Districts (GIDs) in the Town of Mead"
(**14 pages**)

Attachment 2 to AIS: (DRAFT) ORDINANCE titled ORDINANCE NO. ___, AN ORDINANCE OF THE TOWN OF MEAD, COLORADO, AMENDING THE MEAD MUNICIPAL CODE TO ADD ARTICLE VIII, CHAPTER 4, TITLED *GENERAL IMPROVEMENT DISTRICTS*
(**8 pages)**

OVERVIEW/BACKGROUND INFORMATION

In addition to discussing the draft General Improvement District Policy and the draft Ordinance (adding a new Article VIII of Chapter 4 of the *Mead Municipal Code*, the Town Attorney will also provide an overview of the Town of Mead Elevation 25 General Improvement District (the "Elevation 25 GID").

Items related to the formation of the Elevation 25 GID are included on the August 29, 2022 consent agenda.

NEXT STEPS

Schedule consideration of the Policy (and proposed Ordinance) at an upcoming work session (in October/November timeframe), or with the consent of the Board of Trustees, schedule consideration of the Policy (and proposed Ordinance) at an upcoming regular meeting for adoption.

Board review and input on the draft Policy and Ordinance is requested.

Attachment 1 to Agenda Item Summary (14 pages)

NOTE: DRAFT FOR DISCUSSION WITH BOARD OF TRUSTEES AT AUGUST 29, 2022 REGULAR MEETING

TOWN OF MEAD, COLORADO

GENERAL IMPROVEMENT DISTRICTS POLICY

DATE OF POLICY/REVISION:	**_____, 2022**
PURPOSE AND INTENT:	**To provide a policy and direction to Town Staff related to the formation of future general improvement districts (GIDs) in the Town.**
SCHEDULED REVIEW AND REVISION:	**As deemed necessary or desired by the Town Board of Trustees or upon recommendation of the Town Manager or Town Attorney.**
ATTACHMENT(S):	**Town publication titled "Formation of General Improvement Districts (GIDs) in the Town of Mead" (Exhibit 1)**
REFERENCE(S):	**Ordinance No. ____ (AN ORDINANCE OF THE TOWN OF MEAD, COLORADO, AMENDING THE MEAD MUNICIPAL CODE TO ADD ARTICLE VIII, CHAPTER 4, TITLED GENERAL IMPROVEMENT DISTRICTS)** **Article VIII, Chapter 4 of *Mead Municipal Code*** **C.R.S. § 31-25-601 *et seq*.**

GENERAL IMPROVEMENT DISTRICTS IN THE TOWN OF MEAD

I. BACKGROUND:

The State of Colorado has adopted legislation governing the creation of general improvement districts (GIDs) in municipalities (C.R.S. § 31-25-601, *et seq*.).

GIDs may be formed for the purpose of acquiring, constructing, installing, operating and maintaining any public improvements or providing any services that the Town of Mead is authorized to provide under state law.

By Ordinance No. _____, the Board of Trustees has adopted procedures for the efficient formation and operation of GIDs in the Town. Section 4-8-20 of the *Mead Municipal Code* ("MMC") contains the following statement of policy:

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 projects that do not seek the establishment of a Title 32 metropolitan district organized pursuant to Chapter 12 of this Code and Section 32-1-101, et seq., C.R.S.

As set forth in the Town of Mead Comprehensive Plan ("Comprehensive Plan"), the Town must strengthen its tax base in order to thrive economically. Policy 1A set forth under the Thoughtful Community Planning, Facilities and Services (TCPFS) Vision Statement portion of the Comprehensive Plan encourages the development and maintenance of mechanisms to provide for maintenance of public infrastructure, buildings, equipment and land. Policy goals of this Article include the following:

(a) To utilize GIDs as one mechanism to assist with the long-term maintenance of public infrastructure in accordance with policy goals set forth in the Comprehensive Plan,

(b) To encourage the development and administration of Town-GID IGAs to address major public infrastructure projects,

(c) To ensure equity and fairness regarding the imposition and collection of the Town O&M Mill Levy required by Chapter 12 of this Code ("Metropolitan Districts"). Specifically, the Town desires to support and encourage the establishment of general improvement districts for projects that do not seek the establishment of a Title 32 metropolitan district organized pursuant to Chapter 12 of this Code and Section 32-1-101, et seq., C.R.S., and

DRAFT

(d) To ensure that new growth pays its own way and contributes equitably to the Town's ongoing operations and maintenance expenses associated with public improvements within or without the boundaries of a GID and which directly or indirectly serve development within a GID.

The Town strongly encourages proponents of any proposed GID to contact the Town at the earliest possible time and, in any event, well in advance of filing a petition to establish a GID, so that the Town can provide information to assist the proponents in determining whether a GID is the most appropriate funding mechanism for the proposed improvements, and whether the Town is likely to support the establishment of a proposed GID. The Town declares that an important factor in determining whether the Town will support the establishment of a proposed GID is the financial ability of the future residents or property owners of the GID to finance the proposed public improvements or continue to fund the proposed municipal services.

II. ISSUE:

As set forth in the policy statement above, the Town generally supports and encourages the establishment of GIDs for the purpose of installing public improvements or providing services that are necessary to protect and enhance the health, safety and welfare of Town residents and to ensure that new development or redevelopment within the Town growth pays its own way and contributes equitably to the Town's ongoing operations and maintenance expenses associated with public improvements within or without the boundaries of a GID and which directly or indirectly serve development within a GID.

Town Staff anticipates providing general administrative services to the GIDs, as more specifically described and set forth in Section IV.I. of this Policy.

The purpose of this policy is to establish additional guidelines related to GIDs in the Town, in order to provide additional guidance to Town Staff related to the formation of future GIDs in the Town. The overall intent of this policy is to establish a framework for the formation of GIDs in the Town, in order to assist project owners or developers, neighborhood groups and other stakeholders with understanding the GID formation process. This policy is intended to provide additional guidelines on when, and under what circumstances, the formation of GIDs in the Town of Mead will be supported or required.

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III. SCOPE:

The Town Attorney, in cooperation with the Town Clerk and Town Staff has developed a document titled “Formation of General Improvement Districts (GIDs) in the Town of Mead” (the “Formation Guidance Document”), a copy of which is attached to this policy as **Exhibit 1**. The Formation Guidance Document is currently available in the Town Clerk’s office and is intended to provide a thorough overview of the process required to form a GID in the Town.

This policy is intended to build on the Formation Guidance Document and provide additional guidance to both Town Staff and property owners/developers/neighborhood groups seeking to establish a GID within the boundaries of the Town.

IV. POLICY:

A. The formation of GIDs within the Town will be supported in order to assist with the costs of acquiring, constructing, installing, operating or maintaining public improvements or providing certain municipal services that are necessary to protect and enhance the health, safety and welfare of the inhabitants or taxpayers of the Town. The formation of GIDs within the Town will also be supported in order to ensure that new development (or redevelopment) projects that do not seek the establishment of a Title 32 metropolitan district organized pursuant to Chapter 12 of this Code and Section 32-1-101, et seq., C.R.S. participate equitably toward defraying the Town’s ongoing operations and maintenance expenses associated with public improvements within or without the boundaries of a GID and which directly or indirectly serve development within a GID.

B. Generally, the improvements or services to be provided by the GID should be related to an essential health, safety or welfare issue including but not limited to funding or replacing critical public infrastructure such as public roadways, intersection improvements, traffic safety improvements, wayfinding signage, water systems, storm water systems, or sanitary sewer systems. GIDs for non-critical public infrastructure or services, such as landscaping and perimeter beautification, will also be considered.

C. Prior to any owner/developer/neighborhood group (or other project stakeholder) seeking to form a GID within the Town, the Town Clerk shall be contacted in order to schedule a pre-application meeting. The pre-application meeting will provide Town Staff an opportunity to review the proposed use of the GID, to review financing details of the proposed improvements or services, and to educate the owner/developer/neighborhood group (or other project stakeholder) regarding the formation process, including the requirement to hold an election on the question of GID formation and financing mechanisms, including but not limited to the Town O&M GID Mill Levy.

D. Any owner/developer/neighborhood group seeking to form a GID in the Town are advised to consult with independent legal counsel prior to initiating the GID formation process. In accordance with the Formation Guidance Document, any group proposing the formation of a GID within the Town must file the completed petition with the Town Clerk on or before May 1st of the calendar year in which the GID is proposed for formation, unless that date is waived in writing by the Town Manager or his or her designee.

E. The Town will not expend funds on GID creation, unless otherwise approved by the Town's Board of Trustees at a regular or special meeting. A property owner/developer/neighborhood group seeking the formation of a GID will be expected to make a minimum cash deposit of Two Thousand Five Hundred Dollars ($2,500.00) to defray the Town's initial costs associated with organizational proceedings. An additional cash deposit may be required prior to the Town taking any official action on the petition and a neighborhood group (or the property owner(s) or other proponents) may be required to reimburse a portion or all of the Town's direct costs in coordinating a GID's organizational election (together, the "GID Formation Fee").

F. The Board of Trustees shall maintain the discretion to waive some, or all, of the GID Formation Fee where the formation of the proposed GID furthers an important Town policy or objective.

G. The Board of Trustees shall maintain the discretion to waive some, or all, of the Town O&M GID Mill Levy where the formation of the proposed GID furthers an important Town policy or objective. If waived by the Board of Trustees, the waiver of some or all of the Town O&M GID Mill Levy shall be set forth in: (1) the GID organizational election, or (2) the Town-GID intergovernmental agreement, or both.

H. Any GID petition for organization shall be in a form approved by the Town Attorney, and shall include language requiring the imposition of the Town O&M GID Mill Levy.

I. Any and all administrative costs associated with the GID shall be paid out of the Town O&M GID Mill Levy.

J. If, following formation of any GID, the GID Board of Directors (Town Board of Trustees sitting *ex officio* as the GID Board of Directors) decides that the GID has fulfilled its purposes or that it is otherwise in the best interest of the Town, the GID, and all other concerned parties that the GID be dissolved, the GID may be dissolved: (1) after holding a public hearing on the question of dissolution (following public notice of said hearing); and (2) adopting an ordinance dissolving the GID. In addition to public notice of said hearing as required by law, the GID Representative if any shall be notified in writing of the date, time and place of the public hearing a minimum of forty five (45) days in advance of the scheduled hearing in order that the GID Representative may: (a) meet with members of Town Staff to afford the GID Representative and Town Staff

the opportunity to discuss the pros and cons of the proposed dissolution; and (b) be given the opportunity to attend the public hearing and provide the GID Board of Directors (Town Board of Trustees) with the position of the development or neighborhood served by the GID on the matter of the proposed dissolution. If the dissolution of a GID is approved, a certified copy of the ordinance effecting such dissolution shall be recorded in the real property records of Weld County, Colorado, in accordance with C.R.S. § 31-25-625.

V. POLICY REVIEW:

The Board of Trustees may review this policy on an as-needed basis in order to ensure that the Town is not incurring a disproportionate share of the costs of administering the GIDs in the Town, and accordingly reserves the right to amend this policy as necessary or appropriate.

MADE EFFECTIVE THIS ___ DAY OF _____, 2022.

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Exhibit 1
Formation of General Improvement Districts (GIDs) in the Town of Mead
(attached)

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FORMATION OF GENERAL IMPROVEMENT DISTRICTS (GIDs) IN THE TOWN OF MEAD

Formation Process: This document is intended to provide an overview of the process required to form a General Improvement District ("GID") in the Town of Mead.

Prior to any property owner/developer/neighborhood group/other proponent(s) seeking to form a GID within the boundaries of the Town, the Town Clerk must be contacted at **970-535-4477** (https://www.townofmead.org/townclerk) in order to schedule a pre-application meeting. At the pre-application meeting, the Town Clerk and other members of Town Staff will meet with the GID proponents in order to: (1) ensure that a GID is the proper vehicle through which to achieve the goals and funding needs of the Town and the proponents; (2) to provide an overview of the formation process; and (3) review and discuss the election timeline (summarizing the major steps leading up to a November TABOR election) to organize and financially empower the GID.

This summary of the process leading to the formation of a GID is intended to provide broad general answers to the GID formation process. This summary has been prepared for informational purposes only, and any property owner/developer/neighborhood group/other proponent(s) seeking to form a GID in the Town of Mead are advised to consult with legal counsel experienced in these matters prior to initiating the GID formation process.

1. **Petition**. The organization of a GID is initiated by a petition filed in the office of the Town Clerk. The petition shall be signed by not less than thirty percent (30%) or 200 of the "electors"[1]

[1] An "elector" is defined as a person who is qualified to register to vote in Colorado general elections and who has been a resident within the boundaries of the proposed GID for not less than 30 days. A nonresident of the proposed GID may qualify as an elector if the individual (or the individual's spouse) owns taxable real or personal property within the boundaries of the proposed GID. In addition, if the owner of taxable real or personal property within the proposed GID is a business entity (partnership, LLP, LLC, corporation, etc.), the business entity may designate one (1) natural person to function as its "elector" for purposes of participating in the proposed GID's organizational election. Such designation shall be in writing and filed with the Town Clerk. Only one such person may be designated by an owner. In order to qualify as an "elector" within the GID, a person must be qualified to register to vote in Colorado general elections. Pursuant to § 1-2-101, C.R.S., a person is entitled to vote in Colorado general elections if that person is: (1) a citizen of the United States; (2) 18 years of age or older on the date of the election; and (3) has resided in the precinct in which the person intends to register for a minimum of 30 days prior to the election. However, § 31-25-602(2)(a)(II), C.R.S., allows a nonresident to qualify as an elector of the GID as long as that person (or that person's spouse) owns taxable real or personal property within the boundaries of the GID.

of the proposed GID, whichever is less. The required contents of a petition are set forth at § 31-25-604(2), C.R.S., and include the following:

(i) The name of the proposed District (must include the words "Town of Mead" and "General Improvement District");

(ii) A general description of the improvements and/or services to be provided by the GID;

(iii) The estimated cost of the improvements and/or the projected annual cost of the services to be provided by the GID;

(iv) A general description of the boundaries of the GID (normally a map and legal description will be attached to the petition);

(v) The names of three persons of the GID who shall represent the GID with regard to preliminary issues which may arise pre-formation;

(vi) A request for the organization of the GID; and

(vii) A statement that the boundaries of the proposed GID include at least one hundred electors of the proposed GID, or that the boundaries of the proposed GID contain at least one elector for each five acres of land located within the proposed GID's boundaries, whichever is applicable.

A sample petition is attached hereto as **Exhibit A**.

In order to ensure that the Town Clerk and Town Staff have adequate time to schedule the public hearing on the matter of the formation of the GID before the Town Board of Trustees (if and as applicable), and coordinate other matters, including the formation/TABOR election, any individual or group proposing the formation of a GID within the Town must file the completed petition with the Town on or before MAY 1st of the calendar year in which the GID is proposed for formation.

2. **Cash Deposit**. At the time the petition is submitted to the Town Clerk (or at any time prior to the public hearing on the sufficiency of the petition), the petitioners are required to make a cash deposit sufficient to pay all costs associated with the organizational proceedings. If the initial cash deposit is insufficient to cover organizational costs (publication, staff review, election costs, etc.), an additional cash deposit may be required of the petitioners prior to the Town taking any formal action on the petition. Those parties seeking to form a GID in the Town of Mead should contact the Town Clerk in order to determine what cash deposit will be required.

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3. **Public Hearing**. Upon the filing of the petition with the Town Clerk, the Town Clerk will notify the Board of Trustees that the petition has been filed. In addition, the Town Clerk shall comply with the provisions of § 39-1-110, C.R.S., and shall notify the Weld County Assessor, the Weld County Board of County Commissioners (BOCC) and the Division of Local Government that the petition has been filed. As soon as possible after the filing of the petition, the Board of Trustees shall set the place and time for a public hearing on the sufficiency of the petition. By statute, the hearing shall take place between 20 and 40 calendar days after the petition is filed. If the petition is signed by one hundred percent of the owners of taxable real property to be included in the GID and if the petition contains a request for waiver, the Board of Trustees may, at its discretion, waive all or any of the requirements for notice, publication and a hearing set forth in § 31-25-606 and § 31-25-607, as set forth in § 31-25-607(3.5).

4. **Notice Requirements**. If applicable, the Town Clerk shall publish notice of the hearing in a newspaper of general circulation within the proposed GID and shall mail a copy of such notice to each elector of the GID at the elector's last-known address[2].

5. **Referral to Election**. On the day fixed for the public hearing (if and to the extent applicable), the Board of Trustees shall determine the total number of electors of the GID and the total valuation for assessment of the real and personal property therein. If the Board of Trustees finds that: (a) the petition has been signed and presented in conformity with state statute; and (b) the allegations of the petition are true, then the Board of Trustees shall, by ordinance, adjudicate all questions of jurisdiction and order that the question of organization of the proposed GID and any proposed bond issuance or other TABOR matters (including approval of an annual operating mill levy) be submitted to the electors of the GID at an election held for that purpose[3].

An election timeline (summarizing the major steps leading up to a November TABOR election) will be provided by the Town Clerk at the required pre-application meeting.

6. **Election**. If a majority of the votes cast at such election are in favor of the organization, the Board of Trustees shall adopt an ordinance declaring the GID organized[4].

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[2] The notice must be published three (3) times in accordance with § 31-25-602(4), C.R.S. Note: per § 31-25-606(3), C.R.S., the notice must set forth the amount of the proposed indebtedness, if any. In a case where the proposed GID will not issue debt, but rather will collect an annual operating mill levy to pay for services, the proposed operating mill levy should be set forth in the notice, along with the expected tax revenue to be generated in the first year following the year in which the GID's mill levy is certified to the Weld County BOCC.

[3] If the formation of the GID and its funding mechanism(s) are approved at an election held for that purpose, the Town Clerk should be instructed to comply with the applicable provisions of § 39-1-110(1)(a), C.R.S., and provide the required notice prior to the July 1 deadline. The GID shall not levy a tax for the calendar year in which it has been organized unless, prior to July 1 of said year, the Weld County Assessor and the Weld County BOCC have been notified of its organization and have received (i) official notice that a tax will be levied for such year, (ii) a legal description of the property included within the GID, and (iii) a map of the GID.

[4] Upon organization, the GID is deemed to be a political subdivision of the State of Colorado and body corporate. § 31-25-607(4)(d), C.R.S. The ordinance organizing the GID must be recorded within thirty days in the real property records of Weld County. § 31-25-608, C.R.S.

EXHIBIT A
(SAMPLE PETITION)

PETITION TO CREATE THE TOWN OF MEAD _____ GENERAL IMPROVEMENT DISTRICT, STATE OF COLORADO

TO: MARY E. STRUTT, TOWN CLERK
BOARD OF TRUSTEES
TOWN OF MEAD, COLORADO

WHEREAS, the undersigned (the "Petitioners") are "electors" of the proposed district as that term is defined at Section 31-25-602(2), C.R.S.; and

WHEREAS, the Petitioners seek to create the Town of Mead _____ General Improvement District, Colorado (the "General Improvement District" or "GID"), pursuant to Part 6 of Article 25 of Title 31, C.R.S., in order to _____ [insert a narrative description of the proposed public improvements or proposed public services to be financed through the proposed GID] (the "Proposed Improvements" or "Proposed Services", as applicable); and

WHEREAS, the estimated cost of the Proposed Improvements/Proposed Services is $_____; and

WHEREAS, the boundaries of the GID are generally described as _____; and

WHEREAS, the Petitioners submit this Petition on the express condition that the mill levy set by the GID from time to time for administrative, operations and maintenance costs not at any time exceed three (3.000) mills ("Town O&M GID Mill Levy"); 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, Petitioners submit this Petition on the express condition that the mill levy set by the GID from time to time for debt service costs (whether imposed pursuant to one or more intergovernmental agreements with the Town or one of more reimbursement agreement with _____, or otherwise) not at any time exceed ____ mills (___.000) (the "Debt Service Mill Levy"); provided however, that the Debt Service 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, a map of the boundaries of the GID is attached to this Petition as Exhibit A; and

WHEREAS, the boundaries of the GID include at least one hundred registered electors; and

WHEREAS, in accordance with Section 31-25-604(2)(e), C.R.S., the three persons who shall represent the Petitioners and who have the power to enter into agreements relating to the organization of the GID are as follows:

_____(name)
_____(address)
_____

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_____(name)
_____(address)
_____

_____(name)
_____(address)
_____

NOW, THEREFORE, Petitioners request 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 request that the Town 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.

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Petition Section # _____

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 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.

1	Printed Last Name	Printed First Name	MI	Date of Signature
	Signature	Street Address		City/State/Zip
2	Printed Last Name	Printed First Name	MI	Date of Signature
	Signature	Street Address		City/State/Zip
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
5	Printed Last Name	Printed First Name	MI	Date of Signature
	Signature	Street Address		City/State/Zip
6	Printed Last Name	Printed First Name	MI	Date of Signature
	Signature	Street Address		City/State/Zip

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Petition Section # _____

AFFIDAVIT OF CIRCULATOR

I, _____(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 _____General Improvement District.

_____ _____
Date of Signing by Circulator Signature of Circulator

Street Address _____

Mailing Address _____

Phone _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 202__ by _____ _____(name of circulator).

Witness my hand and official seal.

My commission expires: _____

_____
Notary Public

[SEAL]

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Attachment 2 to Agenda Item Summary (8 pages)

NOTE: DRAFT FOR DISCUSSION WITH BOARD OF TRUSTEES AT AUGUST 29, 2022 REGULAR MEETING

TOWN OF MEAD, COLORADO
ORDINANCE NO. ___

AN ORDINANCE OF THE TOWN OF MEAD, COLORADO, AMENDING THE *MEAD MUNICIPAL CODE* TO ADD ARTICLE VIII, CHAPTER 4, TITLED *GENERAL IMPROVEMENT DISTRICTS*

WHEREAS, the State of Colorado has adopted legislation governing the creation of general improvement districts for the purpose of acquiring, constructing, installing, operating or maintaining public improvements or providing certain municipal services; and

WHEREAS, the Town desires 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 projects that do not seek the establishment of a Title 32 metropolitan district organized pursuant to Chapter 12 of the *Mead Municipal Code* ("MMC") and Section 32-1-101, et seq., C.R.S.; and

WHEREAS, the Board of Trustees conducted received an informational overview regarding general improvement districts ("GIDs") at the August 29, 2022 regular meeting to discuss regulatory recommendations for districts, including the development and adoption of an ordinance governing the formation and operation of GIDs within the Town; and

WHEREAS, the Board of Trustees further discussed this topic at the _____, 2022 regular meeting; and

WHEREAS, the Board of Trustees desires to amend the MMC in order to add provisions related to the creation and operation of GIDs within the boundaries of the Town in order to assist the Town with furthering certain policy goals, including but not limited to the following:

(a) To utilize GIDs as one mechanism to assist with the long-term maintenance of public infrastructure,

(b) To encourage the development and administration of intergovernmental agreements between the Town and GIDs to address major public infrastructure projects,

(c) To ensure equity and fairness regarding the imposition and collection of the Town O&M Mill Levy required by Chapter 12 of the MMC ("Metropolitan Districts"), and

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(d) To ensure that new growth pays its own way and contributes equitably to the Town's ongoing operations and maintenance expenses associated with public improvements located within or without the boundaries of a GID and which directly or indirectly serve development within a GID; and

WHEREAS, specifically the Board of Trustees desires to support and encourage the establishment of GIDs for development or redevelopment projects that do not seek the establishment of a Title 32 metropolitan district organized pursuant to Chapter 12 the MMC and Section 32-1-101, et seq., C.R.S.; and

WHEREAS, the Board of Trustees further finds that this Ordinance is promulgated for the health, safety, and welfare of the public, and is necessary for the preservation of health and safety and for the protection of public convenience and welfare.

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

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

Section 2. Adoption of Article VIII, Chapter 4 of MMC. The MMC is hereby amended to add a new Article VIII, Chapter 4, titled *General Improvement Districts,* to read in full as specifically set forth in Attachment A attached hereto.

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

Section 4. Remaining provisions. Except as specifically amended hereby, all other provisions of the MMC shall continue in full force and effect.

Section 5. Safety Clause. The Board of Trustees hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the Town of Mead, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Trustees further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 6. Codification Amendments. The codifier of the MMC is hereby authorized to make such numerical, technical and formatting changes as may be necessary to incorporate the provisions of this Ordinance (including Attachment A) within the MMC.

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.

INTRODUCED, READ, PASSED, AND ADOPTED THIS ___ DAY OF _____, 202___.

ATTEST: **TOWN OF MEAD:**

By: _____ By: _____
Mary E. Strutt, MMC, Town Clerk Colleen G. Whitlow, Mayor

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ATTACHMENT A to:

ORDINANCE NO. ___

CHAPTER 4 - Revenue and Finance

ARTICLE VIII - General Improvement Districts

Sec. 4-8-10. Purpose.

The State has adopted legislation governing the creation of general improvement districts for the purpose of acquiring, constructing, installing, operating or maintaining public improvements or providing certain municipal services. The purpose of this Article is to establish procedures for the efficient creation and operation of such general improvement districts within the Town.

Sec. 4-8-20. Statement of policy.

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 projects that do not seek the establishment of a Title 32 metropolitan district organized pursuant to Chapter 12 of this Code and Section 32-1-101, et seq., C.R.S.

As set forth in the Town of Mead Comprehensive Plan ("Comprehensive Plan"), the Town must strengthen its tax base in order to thrive economically. Policy 1A set forth under the Thoughtful Community Planning, Facilities and Services (TCPFS) Vision Statement portion of the Comprehensive Plan encourages the development and maintenance of mechanisms to provide for maintenance of public infrastructure, buildings, equipment and land. Policy goals of this Article include the following:

(a) To utilize GIDs as one mechanism to assist with the long-term maintenance of public infrastructure in accordance with policy goals set forth in the Comprehensive Plan,

(b) To encourage the development and administration of Town-GID IGAs to address major public infrastructure projects,

(c) To ensure equity and fairness regarding the imposition and collection of the Town O&M Mill Levy required by Chapter 12 of this Code ("Metropolitan Districts"). Specifically, the Town desires to support and encourage the establishment of general improvement districts for projects that do not seek the establishment of a Title 32 metropolitan district organized pursuant to Chapter 12 of this Code and Section 32-1-101, et seq., C.R.S., and

(d) To ensure that new growth pays its own way and contributes equitably to the Town's ongoing operations and maintenance expenses associated with public improvements within or without the boundaries of a GID and which directly or indirectly serve development within a GID.

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The Town strongly encourages proponents of any proposed GID to contact the Town at the earliest possible time and, in any event, well in advance of filing a petition to establish a GID, so that the Town can provide information to assist the proponents in determining whether a GID is the most appropriate funding mechanism for the proposed improvements, and whether the Town is likely to support the establishment of a proposed GID. The Town declares that an important factor in determining whether the Town will support the establishment of a proposed GID is the financial ability of the future residents or property owners of the GID to finance the proposed public improvements or continue to fund the proposed municipal services.

Sec. 4-8-30. Definitions.

As used in this Article, the following words are defined as follows:

Board of Directors means the Board of Trustees, sitting *ex officio* as the board of directors of a given general improvement district pursuant to Section 31-25-609, C.R.S. and this Article.

Board of Trustees means the Board of Trustees of the Town of Mead.

Executive Officer means the Town Manager of the Town.

GID means a general improvement district established pursuant to Section 31-25-601, et seq., C.R.S.

GID Representative means an individual or entity appointed by the Board of Directors pursuant to Section 4-4-50 of this Article to act on behalf of a given GID. When referring to the representative of a particular GID, the term shall be preceded by the name of the GID (e.g., Town of Mead Elevations 25 GID Representative).

Town-GID IGA means an intergovernmental agreement between the Town and GID to memorialize the terms and obligations of the GID petition for organization, and the terms and obligations of this Article including but not limited to the imposition of the Town O&M GID Mill Levy, in a form acceptable to the Board of Trustees and Board of Directors.

Town O&M GID Mill Levy means three (3) mills to be imposed and collected by a GID, for purposes of defraying the Town's ongoing administrative expenses associated with the GID and operations and maintenance expenses associated with public improvements within or without the boundaries of the GID and which directly or indirectly serve development within the GID. The Town O&M GID Mill Levy shall be adjusted such that, on or after the adoption of this Article, if there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut, or abatement, the revenues generated by the Town O&M GID Mill Levy are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

Sec. 4-8-40. Applicability and requirements.

(a) Unless otherwise indicated, this Article shall apply to all general improvement districts within the Town, and whether such districts were established before or after the adoption of this Article.

(b) This Article shall not apply to special improvement districts established pursuant to Section 31-25-501, et seq., C.R.S., or to special districts organized pursuant to Chapter 12 of this Code and Section 32-1-101, et seq., C.R.S.

(c) The Town reserves the right to require the submission of a GID petition for organization for any new development or redevelopment located in the Town that in not seeking the establishment of a Title 32 metropolitan district organized pursuant to Chapter 12 of this Code and Section 32-1-101, et seq., C.R.S. to assist with the financing of project infrastructure and will not contribute the Town O&M Mill Levy to the Town in accordance with the requirement set forth in Chapter 12 of this Code. The Town reserves the right to take one or any of the following actions if a landowner proposing a development or redevelopment within Town boundaries fails to submit a GID petition for organization to the Town in a timely fashion or otherwise fails to cooperate with the Town toward organizing and financially empowering the GID to assist the Town with meeting the policy goals set forth in this Article:

(1) Delay the processing of any pending land development related application;

(2) Issue stop work orders;

(3) Refuse to issue or approve any land development permit, including but not limited to, right-of-way access, street cut, over-lot grading or building permits, temporary certificates of occupancy or certificates of occupancy.

(d) Any GID petition for organization shall be in a form approved by the Town Attorney, and shall include language requiring the imposition of the Town O&M GID Mill Levy.

Sec. 4-8-50. GID representatives.

(a) At the time of establishment of a GID or at such other time as designated by the Board of Directors, the Board of Directors may, by resolution, appoint one (1) or more individuals or entities to serve as the GID Representative. In the case of a GID with boundaries in common with the boundaries of a homeowners' or property owners' association, the Board of Directors may, but is not required to, appoint an officer of the homeowners' or property owners' association as the GID Representative.

(b) The GID Representative shall be:

(1) A resident of the GID; or
(2) A nonresident of the GID acceptable to the Town.

(c) The specific powers and duties of the GID Representative shall be set forth in the resolution appointing the Representative, and may include, among other duties, communicating with and reporting to the Executive Officer of the GID concerning the status of improvements and/or services within the GID.

(d) Nothing in this Section shall be construed so as to authorize the GID Representative to bind the GID to any contract, except as may be provided by the Board of Directors in the resolution appointing the GID Representative, or in any subsequent resolution of the Board of Directors amending the specific powers and duties of the GID Representative.

(e) If a GID Representative is appointed for a specific GID, the Executive Officer, or his or her designee, shall meet with each GID Representative on no less than an annual basis or on other such schedule as may be appropriate in order to review the status of the public improvements or services provided by the GID and to discuss other issues requiring coordination by and between the GID and the Town.

(f) It shall be the obligation of the GID Representative, or for those GIDs with boundaries in common with the boundaries of a homeowners' or property owners' association, the obligation of such homeowners' or property owners' association, to notify the Town of the resignation or departure of any duly appointed GID Representative so that a replacement may be considered for appointment at the earliest practicable time, if and to the extent applicable.

Sec. 4-8-60. Actions by Town officials.

(a) Unless otherwise prohibited by state law, the Town Manager shall be authorized to serve as the Executive Officer for all GIDs within the Town. As Executive Officer, the Town Manager shall have full and complete authority to carry out the administrative affairs of the GIDs, and to implement the legislative policies, ordinances, resolutions and directives of the Board of Directors, subject only to any limitations imposed by the Board of Directors, this Code, ordinance(s) of the Town, resolution or any employment agreement between the Town and the Town Manager. Without limiting the foregoing general authority, the Town Manager shall, as the Executive Officer for all GIDs within the Town, be specifically authorized to exercise the following authority:

(1) To execute on behalf of the GID all contracts, agreements and purchase orders for goods and services, provided that sufficient funds have been appropriated by the Board of Directors and the value of the GID project, including all related contracts, agreements, purchase orders and/or permits necessary for the completion of the project, does not exceed twenty-five thousand dollars ($25,000.00).

(2) Approve payment by the Town or Town Treasurer of invoices submitted for goods supplied and/or services rendered pursuant to any lawful contract, agreement or purchase order of the GID. Upon receipt of any such invoice, the Town Manager shall determine and indicate whether the invoice is within his or her authority to approve and whether the invoice was submitted pursuant to a valid contract, agreement or purchase order with the GID before forwarding the invoice to the Town Treasurer for payment.

(3) To grant and accept on each GID's behalf all easements, licenses and other interests in real property so long as the interest granted is subordinate to and does not substantially impair the GID's use of the property.

(4) To approve and process all documentation and tasks necessary to conduct the financial affairs of the GID, including but not limited to all operations associated with banking and investment of GID funds, authorizing the distribution of accounts payable, preparing and filing reports and statements, preparing GID annual budgets and supplemental budgets

for consideration by the Board of Directors and certifying GID mill levies to Weld County upon approval by the Board of Directors.

(5) To promulgate all administrative policies of the GIDs, including but not limited to financial, recordkeeping and purchasing policies, consistent with all applicable federal, state and local laws. All such policies shall be effective upon approval of the Town Manager, which approval shall be subject to ratification, including modification prior to ratification, by the Board of Directors.

(6) To exercise such other administrative powers and functions consistent with Sec. 2-3-120 of this Code, as the same may be amended from time to time.

(b) Unless otherwise prohibited by state law, the Town Attorney may, at the direction of the Town Manager, provide legal advice and services to any and all GIDs within the Town. The cost of any such legal services shall be allocated to the individual GID at a rate to be approved by the Town Manager, which rate shall not exceed the rate charged to the Town for similar services.

Sec. 4-8-70. Procurement of services.

Except as otherwise provided by state law, and at the direction of the Town Manager acting as the Executive Officer for any GID, no competitive bidding process shall be required for the procurement of services for a GID. The Town Manager acting as the Executive Officer for any GID shall have the discretion to consider and implement a competitive bidding process when circumstances warrant and time permits.

PROCLAMATION
National Preparedness Month
September 2022

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

WHEREAS, the Federal Emergency Management Agency announced the 2022 National Preparedness Month theme of "The Lasting Legacy." and

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

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

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

NOW, THEREFORE, I, Colleen Whitlow, Mayor of the Town of Mead, Weld County, Colorado, do hereby proclaim and call up on all citizens of the Town of Mead to observe the month of September 2022 as National Preparedness Month and call on all government agencies, private organizations, and the people and businesses of Mead, Colorado, to develop their own emergency preparedness plan, and work together toward creating a stronger, more resilient community.

Given under my hand and Seal of the Town of Mead, Colorado, this 29th day of August, 2022.

_____

Colleen G. Whitlow
Mayor

MEAD
COLORADO

Suicide Awareness and Prevention Month

September 2022

WHEREAS, suicidal thoughts can affect anyone, regardless of age, gender, race, orientation, income level or background; and

WHEREAS, Over 48,000 deaths annually are attributed to suicide; with suicide rates in Colorado ranking 6th nationally, and 55 lives lost to suicide in Weld County during 2020; and

WHEREAS, one of the most important protective factors from suicide is having a trusted person to turn to when feeling isolated or hopeless; a person who will no judge, dismiss, or try to fix the problem, but instead encourage individuals to be open about their feelings and tell their stories; and

WHEREAS, suicide prevention starts with actively challenging stigma around mental health and building skills that help us approach the topic of suicide with out shame or judgement, so we can save lives; and

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

WHEREAS, collaborative prevention and education efforts of North Range, Suicide Education and Support Services (SESS), Imagine Zero of Weld County, along with numerous survivors, and community partners help to spread hope in Mead; and

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

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

NOW, THEREFORE, I, **Colleen Whitlow, Mayor**, do hereby designate the month of September as Suicide Awareness and Prevention Month.

Given under my hand and Seal of the Town of Mead, Colorado
On this 29th day of August, 2022

_____

Colleen G. Whitlow
Mayor

BOARD OF TRUSTEES

441 3rd Street, Mead
Monday, August 08, 2022

MINUTES

I. 5:15 p.m.
Public Works Facility Ribbon Cutting
1341 Weld County Road 34

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

1. Call to Order – Roll Call

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

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

Present
Mayor Colleen Whitlow
Mayor Pro Tem David Adams (virtual access, then in person at 6:52 p.m.)
Trustee Brooke Babcock
Trustee Debra Brodhead
Trustee Chris Cartwright
Trustee Trisha Harris
Trustee Herman Schranz

Absent
None

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

2. Moment of Silence

Mayor Whitlow requested the observance of a moment of silence for El Paso County Sheriff Deputy Andrew Peery who was killed in the line of duty.

3. Pledge of Allegiance to the Flag

The assembly pledged allegiance to the flag.

4. Review and Approve Agenda

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

5. Staff Report: Town Manager Report

a. Manager's Report

Town Manager Helen Migchelbrink discussed National Night Out August 2nd and The Wall That Heals event August 18-21.

6. Informational Items

a. Victim Assistance Program

Police Chief Brent Newbanks discussed options for the Victim Assistance Program as Weld County will no longer provide these services.

b. Warehouse and Outdoor Storage Tax Proposal

Town Clerk / Treasurer Mary Strutt presented information on a proposed tax on warehouse and storage units as a possible solution for the burden placed on town resources.

7. Public Comment

Business owners Jim Sewczak, Nancy Calabrese, Alysha Norton, and Loren Verville spoke against the proposed tax. Resident Frank Grimaldi spoke in favor of the proposed tax.

Mayor Pro Tem Adams arrived at the meeting in person and disconnected from virtual access at 6:52 p.m.

8. 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 25, 2022

b. Check Register August 4, 2022

c. Quarterly Investment Portfolio

d. **Resolution No. 54-R-2022** – A Resolution of the Town of Mead, Colorado, Granting Final Acceptance of the Public Improvements Associated with the Rocky Mountain Midstream Office Building Development

e. **Resolution No. 55-R-2022** –A Resolution of the Town of Mead, Colorado, Granting Conditional Acceptance of the Public Improvements Associated with the Iglesia De Cristo Mi-El Longmont Development

f. **Resolution No. 56-R-2022** - A Resolution Authorizing the Mayor and Town Manager to Execute Documents Concerning a Water Tap Exchange with Little Thompson Water District and Ratifying the Execution of a Statement of Authority

g. **Resolution No. 57-R-2022** - A Resolution of the Town of Mead, Colorado, Approving the Intergovernmental Agreement Between the Town of Mead, Colorado and Mead Place Metropolitan District No. 4 (Intersection Funding Obligation)

Motion was made by Trustee Harris, seconded by Trustee Cartwright, to approve the Consent Agenda. Motion carried 7-0, on a roll call vote.

9. Public Hearing

a. **Grand Meadow Preliminary Plat and Planned Unit Development**

Motion was made by Trustee Babcock to open the public hearing for the Grand Meadow Preliminary Plat and Planned Unit Development and continue the hearing to a date certain, September 12, 2022, at 6:00 p.m. to be held at Mead Town Hall, 441 Third Street. Motion carried 7-0, on a roll call vote.

i. **Ordinance No. 1004 -** An Ordinance of the Town of Mead, Colorado Approving the Re the Property within the Grand Meadow Subdivision from RSF-4 (Residential Single-Family District) to RSF-4 (Residential Single-Family District) with a Planned Unit Development (PUD) Overlay District and Amending the Official Zoning Map

ii. **Resolution No. 58-R-2022** – A Resolution of the Town of Mead, Colorado, Conditionally Approving the Grand Meadow Subdivision Preliminary Plat

b. **Turion South Metropolitan District Nos. 1-10**

Mayor Whitlow opened the public hearing at 7:02 p.m.

Town Attorney Marcus McAskin presented the staff report on the Turion South Metropolitan District Nos. 1-10. The proposed Turion development is in Mead and Berthoud. Mead had previously approved the metro district proposal but Berthoud did not, so it is being presented again.

Attorney Deborah Early, Icenogle, Seaver, Pogue PC presented for the applicant.

There was no public comment.

The Board discussed ability to provide commercial development, mill levy vs the model service plan, metro district vs HOA services/fees, sewer and water access, recreation facilities and transportation projects.

i. **Resolution No. 59-R-2022 –** A Resolution of the Town of Mead, Colorado, Approving with Conditions the Consolidated Service Plan for Turion South Metropolitan District Nos. 1-10, and Authorizing Execution of the Intergovernmental Agreement Between the Town and the Turion South Metropolitan Districts

Motion was made by Trustee Schranz, seconded by Mayor Pro Tem Adams, to adopt Resolution No 59-R-2022 – A Resolution of the Town of Mead, Colorado, Approving with Conditions the Consolidated Service Plan for Turion South Metropolitan District Nos. 1-10, and Authorizing Execution of the Intergovernmental Agreement Between the Town and the Turion South Metropolitan Districts. Motion carried 6-1, on a roll call vote. Mayor Whitlow and Trustees Adams, Brodhead, Cartwright, Harris and Schranz voted yes. Trustee Babcock voted no.

Mayor Whitlow closed the public hearing at 8:01 p.m.

b. **Mead Municipal Code Amendments- Waivers**

Mayor Whitlow opened the public hearing at 8:01 p.m.

Community Development Director Jason Bradford presented the proposed Code amendment.

There was no public comments.

The Board discussed who would hold the authority to approve administrative relief and the criteria.

i. **Ordinance No. 1005** – An Ordinance of the Town of Mead, Colorado, Approving a Text Amendment to Section 16-3-150, Waivers, of the *Land Use Code*, Regarding a Process for Administrative Relief

Motion was made by Trustee Babcock, seconded by Trustee Harris, to adopt Ordinance No. 1005 – An Ordinance of the Town of Mead, Colorado, Approving a Text Amendment to Section 16-3-150, Waivers, of the Land Use Code, Regarding a Process for Administrative Relief. Motion carried 7-0, on a roll call vote.

Mayor Whitlow closed the public hearing at 8:01 p.m.

10. Public Comment

Meredith Reed commented about I-25/WCR 38 possible interchange, paving WCR 38 and I-25 Frontage Rd closure. Business owner Rodney Sekich spoke against the proposed occupation tax.

11. Elected Official Reports

a. Town Trustees

The Board discussed CML Policy Committee. Mayor Whitlow will continue as Mead's representative. CML Effective Governance seminar is scheduled for December 1.

b. Mayor Whitlow

Mayor Whitlow thanked all who participated in National Night Out, Board of Trustees Meet, Greet & Eat, Emergency Management meetings and Coffee with the Mayor.

12. Adjournment

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

The Regular Meeting of the Town of Mead Board of Trustees adjourned at approximately 8:58 p.m. on Monday, August 8, 2022.

_____
Colleen G. Whitlow, Mayor

ATTEST:

_____
Mary E. Strutt, MMC, Town Clerk

Town of Mead | Aging Report - by Date, Formatted | Aug 17, 2022 04:21PM

Report date: 7/31/2022

Report Criteria:

Aging by Date

Aged using Payment Date

Customer Number	Name	Balance	Future	Current	Over 30	Over 60	Over 90	Over 120	Over 150
22	Prairie Hills	130.00	130.00	-	-	-	-	-	-
45	Mead Development Group, Inc.	1,285.00-	-	-	-	-	450.00-	-	835.00-
214	Mead Towne Center	5,620.00	-	-	-	-	-	-	5,620.00
239	Gopher Gulch	18.00	18.00	-	-	-	-	-	-
256	Prosper Land & Development LLC	1,682.00	-	1,682.00	-	-	-	-	-
259	Scannell Properties	15,803.84-	-	-	-	-	-	-	15,803.84-
263	Eagle Development	28,564.25-	-	-	-	-	-	-	28,564.25-
270	Highland Development Services Inc	1,648.50	-	-	-	2,889.50-	-	-	4,538.00
272	Iglesia De Jesucristo	1,060.00	-	1,060.00	-	-	-	-	-
277	Front Range Investment Holdings LLC	3,343.00	-	3,343.00	-	-	-	-	-
280	Benson Farms - MD	2,430.25-	-	-	-	-	-	-	2,430.25-
282	Agfinity, Inc	1,641.25	-	1,641.25	-	-	-	-	-
284	Ziggi's Coffe Headquarters	9,166.50-	-	-	-	-	-	-	9,166.50-
285	Boulder Scientific Company, LLC	3,678.50-	-	-	-	-	-	-	3,678.50-
287	Eagle Development LRMD	1,855.00-	-	-	-	-	-	-	1,855.00-
290	Forestar Real Estate Group	11,146.00	11,146.00	-	-	-	-	-	-
292	BREG Industrial Development	12,646.59	6,207.00	1,637.21	-	-	-	-	4,802.38
294	QuikTrip Corp	6,652.87	212.10	715.08	1,868.50	1,318.05	470.66	262.60	1,805.88
296	Silver Point Development	4,741.02	3,210.00	1,531.02	-	-	-	-	-
297	Meadow Ridge Development, Inc	13,753.38	6,045.50	7,707.88	-	-	-	-	-
298	Century Land Holdings LLC	6,916.25	6,916.25	-	-	-	-	-	-
299	Lizondo Futbol Academy LLC	2,638.99	262.60	262.60	-	-	131.30	-	1,982.49
301	BREG Industrial Devel. c/o Broe Real Es	11,681.80	2,230.08	2,100.80	3,672.50	1,945.26	-	1,733.16	-
302	SunCap Property Group	2,292.70	2,292.70	-	-	-	-	-	-
303	Brian Mathews	124.23	-	-	-	124.23	-	-	-
305	Flatirons Inc	41.00	41.00	-	-	-	-	-	-
307	Tharaldson c/o Ventana Capital	10,666.90	5,959.00	4,707.90	-	-	-	-	-
308	Melody Homes Inc.	5,439.50	5,439.50	-	-	-	-	-	-
313	Sunstate Equipment Co LLC	3,113.83	1,075.65	-	-	2,038.18	-	-	-
314	Weld Development Company LLC	331.28	331.28	65.65	65.65-	-	-	-	-
315	Town of Johnstown	259.50	259.50	-	-	-	-	-	-
316	Town of Milliken	259.50	-	-	-	-	-	-	259.50
317	Town of Berthoud	599.25	259.50	-	-	339.75	-	-	-
319	Lawson Construction	1,330.68	1,330.68	-	-	-	-	-	-
320	Lorson South Land Corp c/o Landhuis C	9,766.70-	-	-	-	9,766.70-	-	-	-
321	Westside Investment Partners	735.28	735.28	-	-	-	-	-	-
	Grand Totals:	37,963.26	54,101.62	26,454.39	5,475.35	6,890.73-	151.96	1,995.76	43,325.09-

TOWN OF MEAD
COMBINED CASH INVESTMENT
JULY 31, 2022

COMBINED CASH ACCOUNTS

99-01-1001	INDEPENDENT BANK - CHECKING	4,354,044.71
99-01-1002	TBK BANK - OFFICE CHECK	40,888.19
99-01-1003	TBK BANK - MONEY MARKET	146,691.60
99-01-1005	TBK BANK - FLEX DEBIT CARDS	24,983.17
99-01-1011	XPRESS DEPOSIT ACCOUNT	33,349.93
99-01-1023	COLOTRUST PLUS	10,639,315.43
99-01-1024	COLOTRUST PRIME	10,025.16
99-01-1025	CSIP	3,067,242.24
99-01-1026	CSAFE	12,105,035.18
99-01-1075	UTILITY CASH CLEARING	(649.00)
99-01-1077	COURT CASH CLEARING	(625.00)
	TOTAL COMBINED CASH	30,420,301.61
99-01-0100	CASHALLOCATED TO OTHER FUNDS	(30,420,301.61)
	TOTAL UNALLOCATED CASH	.00

CASH ALLOCATION RECONCILIATION

1	ALLOCATION TO GENERAL FUND	11,895,439.02
4	ALLOCATION TO STREET IMPROVEMENT FUND	1,131,852.77
5	ALLOCATION TO CONSERVATION TRUST FUND	95,360.14
6	ALLOCATION TO SEWER FUND	1,520,171.63
8	ALLOCATION TO POLICE FUND	233,137.17
9	ALLOCATION TO MUNICIPAL FACILITIES FUND	3,560,629.31
11	ALLOCATION TO DOWNTOWN FUND	15,052.35
13	ALLOCATION TO STORM DRAINAGE FUND	64,983.27
14	ALLOCATION TO TRANSPORTATION FUND	5,647,530.14
18	ALLOCATION TO PARKS & OPEN SPACE	1,685,310.42
19	ALLOCATION TO CAPITAL IMPROVEMENT FUND	927,544.52
20	ALLOCATION TO MEAD URBAN RENEWAL AUTHORITY	3,644,085.30
21	ALLOCATION TO ART IN PUBLIC PLACES FUND	(794.43)
	TOTAL ALLOCATIONS TO OTHER FUNDS	30,420,301.61
	ALLOCATION FROM COMBINED CASH FUND - 99-01-0100	(30,420,301.61)
	ZERO PROOF IF ALLOCATIONS BALANCE	.00

TOWN OF MEAD
BALANCE SHEET
JULY 31, 2022

GENERAL FUND

	ASSETS			
01-01-0100	COMBINED CASH		11,895,439.02	
01-01-1007	CASH DRAWER - TOWN HALL		500.00	
01-01-1008	CASH DRAWER - POLICE		100.00	
01-01-1250	PROPERTY TAXES RECEIVABLE		1,243,835.23	
01-01-1300	A/R - BILLED ACCOUNTS		38,612.26	
01-01-1301	A/R - GENERAL		712,928.53	
01-01-1302	PREPAID EXPENSE		2,488.00	
01-01-1307	24HOUR FLEX DEPOSIT		1,500.00	
	TOTAL ASSETS			13,895,403.04
	LIABILITIES AND EQUITY			
	LIABILITIES			
01-02-2000	ACCOUNTS PAYABLE		106,993.16	
01-02-2300	EMPLOYEE PENSION PAYABLE		129.60	
01-02-2302	FLEXPLAN PAYABLE		3,979.90	
01-02-2306	RESTITUTION PAYABLE		(100.00)	
01-02-2307	SURCHARGE PAYABLE		1,365.00	
01-02-2308	DEPOSITS PAYABLE		2,200.00	
01-02-2310	EMPLOYEE HEALTH INS. PAYABLE		(31,200.33)	
01-02-2312	WORKERS COMP INSURANCE PAYABLE		(4,695.45)	
01-02-2314	401(A) CONTRIBUTIONS PAYABLE		3,105.84	
01-02-2400	FED. WITHHOLDING TAX PAYABLE		(9.42)	
01-02-2401	SOCIAL SECURITY TAX PAYABLE		(8.60)	
01-02-2402	MEDICARE TAX PAYABLE		(2.02)	
01-02-2404	STATE UNEMPLOYMENT TAX PAYABLE		126.60	
01-02-2410	MISC PAYROLL PAYABLE		83,994.59	
01-02-2600	WARRANTY FUNDS		1,714,697.20	
01-02-2610	DEVELOPER DEPOSITS		186,000.00	
01-02-2615	DEVELOPER LIABILITIES		166,572.38	
01-02-2700	DEFERRED INFLOWS- PROPERTY TAX		1,243,835.23	
01-02-2705	DEFERRED REVENUE		580,626.60	
	TOTAL LIABILITIES			4,057,610.28
	FUND EQUITY			
01-02-3001	FUND BALANCE		6,481,615.96	
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	3,356,176.80		
	BALANCE - CURRENT DATE		3,356,176.80	
	TOTAL FUND EQUITY			9,837,792.76
	TOTAL LIABILITIES AND EQUITY			13,895,403.04

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	TAXES					
01-10-4000	PROPERTY TAX	298,947.89	1,211,127.75	1,243,835.00	32,707.25	97.4
01-10-4005	HIGHWAY USERS TAX	16,022.36	118,238.36	232,092.00	113,853.64	50.9
01-10-4010	SALES TAX	356,370.23	2,240,709.53	3,341,447.00	1,100,737.47	67.1
01-10-4012	LODGING TAX	14.00	310.00	250.00	(60.00)	124.0
01-10-4015	ROAD & BRIDGE TAX	.00	40,683.90	80,000.00	39,316.10	50.9
01-10-4020	SPECIFIC OWNERSHIP TAX	6,699.19	48,586.70	70,000.00	21,413.30	69.4
01-10-4025	M.V. REGISTRATION	1,851.76	14,564.57	25,000.00	10,435.43	58.3
01-10-4030	BUILDING PERMIT USE TAX	69,853.70	876,701.98	986,108.00	109,406.02	88.9
01-10-4040	CIGARETTE TAX	.00	5,557.60	12,000.00	6,442.40	46.3
01-10-4050	MURA REVENUE SHARING	124,407.86	124,407.86	124,408.00	.14	100.0
01-10-4070	FEDERAL MINERAL LEASE	.00	.00	25,000.00	25,000.00	.0
01-10-4071	STATE SEVERANCE TAXES	.00	.00	4,000.00	4,000.00	.0
	TOTAL TAXES	874,166.99	4,680,888.25	6,144,140.00	1,463,251.75	76.2
	FEES AND PERMITS					
01-11-4100	BUILDING PERMIT FEES	90,411.63	672,941.90	1,298,878.00	625,936.10	51.8
01-11-4102	OTHER PERMITS	900.00	10,717.50	34,000.00	23,282.50	31.5
01-11-4103	CONVENIENCE FEE	1,536.20	12,489.81	15,000.00	2,510.19	83.3
01-11-4110	BUILDING PERMIT - ADMIN. FEES	8,950.00	38,635.00	80,640.00	42,005.00	47.9
01-11-4111	PASSPORT FEES	615.00	4,060.00	8,000.00	3,940.00	50.8
01-11-4112	TOWN HALL/PARK FEES	120.00	1,472.50	4,800.00	3,327.50	30.7
01-11-4120	FRANCHISE FEES	20,726.93	159,263.33	200,573.00	41,309.67	79.4
01-11-4130	DEVELOPER APPLICATION FEES	1,375.71	57,293.57	100,000.00	42,706.43	57.3
01-11-4140	ROYALTIES	36,006.36	259,126.71	208,133.00	(50,993.71)	124.5
01-11-4145	STREET CUT PERMITS	.00	4,665.00	24,926.00	20,261.00	18.7
	TOTAL FEES AND PERMITS	160,641.83	1,220,665.32	1,974,950.00	754,284.68	61.8
	LICENSES					
01-12-4200	BUSINESS/SALES TAX LICENSE	470.00	9,192.50	30,000.00	20,807.50	30.6
01-12-4210	LIQUOR LICENSE	255.00	533.75	2,634.00	2,100.25	20.3
01-12-4220	PET LICENSES	.00	455.00	650.00	195.00	70.0
	TOTAL LICENSES	725.00	10,181.25	33,284.00	23,102.75	30.6

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	CHARGES FOR SERVICES					
01-13-4303	MISC. BILLBACKS	.00	.00	300.00	300.00	.0
01-13-4304	IGA--SCHOOL RESOURCE OFFICERS	.00	.00	150,000.00	150,000.00	.0
01-13-4305	SCHOOL GUARD REIMBURSEMENT	.00	9,264.50	14,000.00	4,735.50	66.2
01-13-4310	NEW DEVELOPMENT CHARGES	56,641.25	291,366.45	200,000.00	(91,366.45)	145.7
01-13-4624	SENIOR EVENT FEES	50.00	175.00	2,500.00	2,325.00	7.0
01-13-4625	RECREATION REGISTRATION FEES	6,877.70	32,129.70	32,000.00	(129.70)	100.4
	TOTAL CHARGES FOR SERVICES	63,568.95	332,935.65	398,800.00	65,864.35	83.5
	FINES AND FORFEITS					
01-14-4420	COURT FINES	4,040.00	17,785.00	36,000.00	18,215.00	49.4
01-14-4422	COURT COSTS	1,455.00	6,185.00	9,300.00	3,115.00	66.5
01-14-4423	POLICE REPORTS	.00	818.25	1,500.00	681.75	54.6
01-14-4620	MISC. INCOME	92.50	502.50	300.00	(202.50)	167.5
	TOTAL FINES AND FORFEITS	5,587.50	25,290.75	47,100.00	21,809.25	53.7
	GRANTS & ECONOMIC DEVELOPMENT					
01-15-4512	GRANT-WELD SENIOR FOUNDATION	.00	.00	2,750.00	2,750.00	.0
01-15-4516	GRANT - UNITED WAY	.00	.00	1,500.00	1,500.00	.0
01-15-4518	FED'L GRANT--AMER RESCUE PLAN	594,567.84	594,567.84	594,568.00	.16	100.0
01-15-4526	POLICE GRANTS	.00	.00	1,500.00	1,500.00	.0
	TOTAL GRANTS & ECONOMIC DEVELOPME	594,567.84	594,567.84	600,318.00	5,750.16	99.0
	MISCELLANEOUS					
01-18-4619	INTEREST & DIVIDEND INCOME	14,613.74	39,048.44	5,400.00	(33,648.44)	723.1
01-18-4620	MISC. INCOME	134.65	15,969.27	10,000.00	(5,969.27)	159.7
01-18-4622	DONATIONS/FUNDRAISING	1,000.00	1,000.00	10,000.00	9,000.00	10.0
01-18-4623	SALE OF ASSETS	.00	8,195.00	30,000.00	21,805.00	27.3
01-18-4625	METRO DISTRICT PAYMENTS	.00	24,591.31	45,000.00	20,408.69	54.7
01-18-4648	DELINQUENT INTEREST EARNED	385.43	645.44	.00	(645.44)	.0
	TOTAL MISCELLANEOUS	16,133.82	89,449.46	100,400.00	10,950.54	89.1
	TOTAL FUND REVENUE	1,715,391.93	6,953,978.52	9,298,992.00	2,345,013.48	74.8

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ADMINISTRATION					
01-40-5001	SALARIES & WAGES	26,817.78	202,842.60	397,748.00	194,905.40	51.0
01-40-5050	CLEANING	1,278.38	4,025.45	15,000.00	10,974.55	26.8
01-40-5055	OVERTIME	.00	16.07	1,000.00	983.93	1.6
01-40-5060	PAYROLL TAXES	2,059.72	15,443.74	31,721.00	16,277.26	48.7
01-40-5065	WORKERS COMP	202.37	1,566.73	5,000.00	3,433.27	31.3
01-40-5066	HEALTH INSURANCE	4,379.25	28,646.14	68,272.00	39,625.86	42.0
01-40-5067	DEFERRED COMP/RETIREMENT	1,801.48	14,458.37	23,000.00	8,541.63	62.9
01-40-5068	MEDICAL SAVINGS	122.50	1,809.98	3,480.00	1,670.02	52.0
01-40-5075	EMPLOYMENT/RECRUITMENT EXPENSE	42.50	605.84	500.00	(105.84)	121.2
01-40-5200	OFFICE SUPPLIES	545.44	3,047.54	12,000.00	8,952.46	25.4
01-40-5201	COMPUTER/TECHNOLOGY	2,719.69	28,065.51	40,000.00	11,934.49	70.2
01-40-5202	PRINTING EXPENSE	.00	105.42	10,000.00	9,894.58	1.1
01-40-5203	UNIFORMS	.00	110.00	1,200.00	1,090.00	9.2
01-40-5205	POSTAGE	107.40	2,414.05	8,000.00	5,585.95	30.2
01-40-5210	OPERATING SUPPLIES	934.24	4,001.16	7,500.00	3,498.84	53.4
01-40-5212	FURNISHINGS	.00	1,421.49	5,000.00	3,578.51	28.4
01-40-5215	REPAIRS & MAINT	256.20	8,384.99	60,000.00	51,615.01	14.0
01-40-5220	TOWN DECORATIONS	.00	249.82	.00	(249.82)	.0
01-40-5253	GAS & OIL	89.65	342.58	1,000.00	657.42	34.3
01-40-5300	TELEPHONE	727.80	3,720.44	7,002.00	3,281.56	53.1
01-40-5305	UTILITIES	992.63	5,351.33	12,978.00	7,626.67	41.2
01-40-5310	TRASH REMOVAL	78.49	558.19	3,134.00	2,575.81	17.8
01-40-5315	COPIER EXPENSES	555.73	3,692.26	9,000.00	5,307.74	41.0
01-40-5320	PROPERTY & LIABILITY INSURANCE	.00	2,883.48	7,455.00	4,571.52	38.7
01-40-5325	INTERNET/WEBSITE EXPENSE	.00	5,183.08	10,000.00	4,816.92	51.8
01-40-5330	TRAINING	2,012.88	7,943.25	22,000.00	14,056.75	36.1
01-40-5331	DUES AND SUBSCRIPTIONS	21.98	12,902.62	7,500.00	(5,402.62)	172.0
01-40-5332	TUITION REIMBURSEMENT	.00	3,000.00	6,000.00	3,000.00	50.0
01-40-5351	RED DEER LAKE MAINTENANCE	.00	.00	2,000.00	2,000.00	.0
01-40-5353	WATER ASSESSMENTS	.00	1,113.50	1,400.00	286.50	79.5
01-40-5400	LEGAL FEES	15,210.05	92,683.61	184,680.00	91,996.39	50.2
01-40-5401	CONSULTING FEES	13,403.27	67,409.41	130,952.00	63,542.59	51.5
01-40-5415	AUDIT FEES	.00	13,190.99	13,191.00	.01	100.0
01-40-5416	PASSPORT EXPENSES	.00	.00	1,000.00	1,000.00	.0
01-40-5425	COUNTY TREASURER'S FEE	2,993.34	12,090.66	12,438.00	347.34	97.2
01-40-5426	PROPERTY/SALES TAX REBATE	.00	874.52	1,000.00	125.48	87.5
01-40-5700	MISC. EXPENSE	3,287.10	4,941.15	10,000.00	5,058.85	49.4
01-40-5701	BANK FEES	1,930.64	16,176.92	11,000.00	(5,176.92)	147.1
01-40-5705	MILEAGE	1,297.47	3,839.67	5,000.00	1,160.33	76.8
01-40-5720	CONTINGENCIES	.00	.00	25,000.00	25,000.00	.0
	TOTAL ADMINISTRATION	83,867.98	575,112.56	1,173,151.00	598,038.44	49.0

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	BOARD OF TRUSTEES					
01-41-5001	SALARIES & WAGES	1,326.92	9,951.95	18,750.00	8,798.05	53.1
01-41-5030	MAYOR AND BOARD SALARIES	2,216.00	14,912.00	26,592.00	11,680.00	56.1
01-41-5060	PAYROLL TAXES	266.93	1,874.69	3,469.00	1,594.31	54.0
01-41-5065	WORKERS COMP	2.34	26.04	150.00	123.96	17.4
01-41-5066	HEALTH INSURANCE	183.69	1,285.84	2,527.00	1,241.16	50.9
01-41-5067	DEFERRED COMP	66.34	497.55	1,073.00	575.45	46.4
01-41-5068	MEDICAL SAVINGS	6.24	43.68	102.00	58.32	42.8
01-41-5075	EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	500.00	500.00	.0
01-41-5201	COMPUTER / TECHNOLOGY	.00	5,914.00	10,000.00	4,086.00	59.1
01-41-5210	OPERATING SUPPLIES	.00	47.95	2,000.00	1,952.05	2.4
01-41-5212	FURNISHINGS	.00	8,405.52	11,500.00	3,094.48	73.1
01-41-5230	ELECTIONS	.00	.00	15,000.00	15,000.00	.0
01-41-5320	PROPERTY & LIABILITY INSURANCE	.00	1,345.88	2,982.00	1,636.12	45.1
01-41-5330	TRAINING	3,315.19	6,673.83	15,000.00	8,326.17	44.5
01-41-5331	DUES & SUBSCRIPTIONS	19.99	427.99	1,000.00	572.01	42.8
01-41-5340	PUBLISHED NOTICES	.00	444.37	2,500.00	2,055.63	17.8
01-41-5341	ORDINANCE CODIFICATION	.00	2,593.91	6,500.00	3,906.09	39.9
01-41-5347	COMMUNITY CONTRIBUTIONS	.00	15,600.00	24,000.00	8,400.00	65.0
01-41-5430	RECORDING FEES	.00	705.00	4,000.00	3,295.00	17.6
01-41-5700	MISC. EXPENSE	316.33	1,544.46	5,000.00	3,455.54	30.9
01-41-5841	BOARD OUTREACH ACTIVITIES	603.39	2,337.71	10,000.00	7,662.29	23.4
	TOTAL BOARD OF TRUSTEES	8,323.36	74,632.37	162,645.00	88,012.63	45.9

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	POLICE					
01-42-5001	SALARIES & WAGES	81,897.42	640,730.69	1,343,687.00	702,956.31	47.7
01-42-5016	MERIT	.00	.00	54,747.00	54,747.00	.0
01-42-5022	POLICE	.00	184.00	.00	(184.00)	.0
01-42-5050	CLEANING	1,184.62	3,553.86	6,000.00	2,446.14	59.2
01-42-5055	OVERTIME	2,763.06	30,627.36	25,000.00	(5,627.36)	122.5
01-42-5060	PAYROLL TAXES	1,750.95	16,344.25	29,536.00	13,191.75	55.3
01-42-5065	WORKERS COMP	2,339.64	21,117.65	20,000.00	(1,117.65)	105.6
01-42-5066	HEALTH INSURANCE	13,045.89	90,174.54	198,509.00	108,334.46	45.4
01-42-5067	DEFERRED COMP	207.68	2,754.68	5,000.00	2,245.32	55.1
01-42-5068	MEDICAL SAVINGS	171.18	1,193.72	4,000.00	2,806.28	29.8
01-42-5069	FPPA	6,744.07	48,476.45	106,339.00	57,862.55	45.6
01-42-5071	D&D	2,397.90	17,236.23	36,496.00	19,259.77	47.2
01-42-5075	EMPLOYMENT/RECRUITMENT EXPENSE	550.00	2,297.75	7,500.00	5,202.25	30.6
01-42-5200	OFFICE SUPPLIES	108.44	622.16	4,000.00	3,377.84	15.6
01-42-5201	COMPUTER / TECHNOLOGY	176.38	14,575.98	26,125.00	11,549.02	55.8
01-42-5203	UNIFORMS	.00	119.00	400.00	281.00	29.8
01-42-5210	OPERATING SUPPLIES	855.29	3,582.29	17,000.00	13,417.71	21.1
01-42-5215	REPAIR & MAINTENANCE	248.32	2,572.37	17,500.00	14,927.63	14.7
01-42-5216	FLEET R&M	2,924.22	5,493.28	20,000.00	14,506.72	27.5
01-42-5253	GAS & OIL	3,834.40	17,307.60	25,000.00	7,692.40	69.2
01-42-5254	UNIFORMS & TOOLS	671.00	12,461.95	17,800.00	5,338.05	70.0
01-42-5255	EQUIPMENT	6,055.00	30,477.59	66,710.00	36,232.41	45.7
01-42-5300	TELEPHONES	1,354.62	7,247.00	15,480.00	8,233.00	46.8
01-42-5305	UTILITIES	627.25	4,542.73	10,000.00	5,457.27	45.4
01-42-5310	TRASH REMOVAL	26.44	177.58	3,000.00	2,822.42	5.9
01-42-5315	COPIER EXPENSE	170.19	1,123.44	1,750.00	626.56	64.2
01-42-5320	GENERAL LIABILITY INSURANCE	.00	18,842.51	45,992.00	27,149.49	41.0
01-42-5325	INTERNET/WEBSITE EXPENSE	132.45	924.65	.00	(924.65)	.0
01-42-5330	TRAINING	502.95	10,842.74	18,300.00	7,457.26	59.3
01-42-5331	DUES & MEMBERSHIPS	128.24	8,447.98	10,460.00	2,012.02	80.8
01-42-5332	TUITION REIMBURSEMENT	.00	.00	6,000.00	6,000.00	.0
01-42-5343	DISPATCH SERVICES	.00	31,941.00	30,841.00	(1,100.00)	103.6
01-42-5346	ANIMAL IMPOUND FEE	940.00	2,000.00	4,000.00	2,000.00	50.0
01-42-5347	COMMUNITY CONTRACT SERVICES	.00	4,500.00	12,000.00	7,500.00	37.5
01-42-5348	PEST CONTROL	.00	.00	10,000.00	10,000.00	.0
01-42-5349	WELLNESS PROGRAM	90.00	150.00	.00	(150.00)	.0
01-42-5350	LAB FEES	.00	.00	2,000.00	2,000.00	.0
01-42-5400	LEGAL FEES	.00	.00	15,000.00	15,000.00	.0
01-42-5700	MISC. EXPENSE	333.23	1,987.73	7,000.00	5,012.27	28.4
	TOTAL POLICE	132,230.83	1,054,630.76	2,223,172.00	1,168,541.24	47.4

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	COMMUNITY DEVELOPMENT					
01-43-5001	SALARIES & WAGES	20,359.97	151,214.92	265,160.00	113,945.08	57.0
01-43-5055	OVERTIME	.00	.00	1,000.00	1,000.00	.0
01-43-5060	PAYROLL TAXES	1,542.99	11,483.53	20,361.00	8,877.47	56.4
01-43-5065	WORKERS COMP	21.08	177.11	700.00	522.89	25.3
01-43-5066	HEALTH INSURANCE	3,048.32	21,338.19	82,844.00	61,505.81	25.8
01-43-5067	DEFERRED COMP	1,018.00	7,560.74	21,559.00	13,998.26	35.1
01-43-5068	MEDICAL SAVINGS	81.24	568.68	464.00	(104.68)	122.6
01-43-5075	EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	500.00	500.00	.0
01-43-5200	OFFICE SUPPLIES	35.16	132.40	750.00	617.60	17.7
01-43-5201	COMPUTER / TECHNOLOGY	.00	3,457.88	10,000.00	6,542.12	34.6
01-43-5203	UNIFORMS	.00	364.56	800.00	435.44	45.6
01-43-5212	FURNISHINGS	.00	.00	5,000.00	5,000.00	.0
01-43-5300	TELEPHONE	137.98	771.94	1,200.00	428.06	64.3
01-43-5320	PROPERTY & LIABILITY INSURANCE	.00	5,383.58	11,928.00	6,544.42	45.1
01-43-5330	TRAINING	(245.00)	740.45	10,000.00	9,259.55	7.4
01-43-5331	DUES & MEMBERSHIPS	.00	145.00	2,000.00	1,855.00	7.3
01-43-5410	CONSULTANTS	2,025.00	15,890.88	25,000.00	9,109.12	63.6
01-43-5411	ANNEXATIONS & REZONING EXPENSE	.00	.00	30,000.00	30,000.00	.0
01-43-5421	ECONOMIC DEVELOPMENT OUTREACH	.00	.00	20,000.00	20,000.00	.0
01-43-5460	BUILDING INSPECTIONS	41,110.03	320,613.99	641,862.00	321,248.01	50.0
01-43-5700	MISC.	172.36	802.57	1,500.00	697.43	53.5
	TOTAL COMMUNITY DEVELOPMENT	69,307.13	540,646.42	1,152,628.00	611,981.58	46.9

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	STREETS					
01-44-5001	SALARIES & WAGES	17,183.23	129,589.89	233,605.00	104,015.11	55.5
01-44-5050	CLEANING	380.62	951.55	.00	(951.55)	.0
01-44-5055	OVERTIME	42.30	1,234.12	9,000.00	7,765.88	13.7
01-44-5060	PAYROLL TAXES	1,278.10	9,792.80	18,559.00	8,766.20	52.8
01-44-5065	WORKERS COMPENSATION	617.36	5,513.06	7,750.00	2,236.94	71.1
01-44-5066	HEALTH INSURANCE	3,451.68	23,260.63	33,339.00	10,078.37	69.8
01-44-5067	DEFERRED COMP	791.55	5,895.66	4,533.00	(1,362.66)	130.1
01-44-5068	MEDICAL SAVINGS	66.66	501.84	500.00	(1.84)	100.4
01-44-5075	EMPLOYMENT/RECRUITMENT EXPENSE	.00	313.61	2,000.00	1,686.39	15.7
01-44-5201	COMPUTER / TECHNOLOGY	1,263.75	10,152.50	20,000.00	9,847.50	50.8
01-44-5203	UNIFORMS	.00	679.00	2,250.00	1,571.00	30.2
01-44-5210	OPERATING SUPPLIES	189.00	2,607.76	4,000.00	1,392.24	65.2
01-44-5212	FURNISHINGS	.00	.00	5,000.00	5,000.00	.0
01-44-5215	REPAIRS & MAINTENANCE	.00	10.99	.00	(10.99)	.0
01-44-5216	FLEET R&M	298.14	23,207.32	40,000.00	16,792.68	58.0
01-44-5251	SHOP REPAIRS	.00	255.23	.00	(255.23)	.0
01-44-5252	STREET SIGNS	.00	151.00	.00	(151.00)	.0
01-44-5253	GAS & OIL	1,520.19	11,236.02	20,000.00	8,763.98	56.2
01-44-5254	TOOLS	1,445.83	1,904.48	20,000.00	18,095.52	9.5
01-44-5255	SAFETY EQUIPMENT	123.96	1,905.62	3,500.00	1,594.38	54.5
01-44-5300	TELEPHONE	284.73	1,690.99	2,500.00	809.01	67.6
01-44-5305	UTILITIES	3,372.47	21,529.31	35,000.00	13,470.69	61.5
01-44-5310	TRASH REMOVAL	.00	120.76	.00	(120.76)	.0
01-44-5320	PROPERTY & LIABILITY INSURANCE	.00	16,823.67	37,276.00	20,452.33	45.1
01-44-5330	TRAINING	.00	2,143.58	5,000.00	2,856.42	42.9
01-44-5331	DUES & MEMBERSHIPS	.00	370.00	2,000.00	1,630.00	18.5
01-44-5360	STREET SWEEPING	2,520.00	6,352.50	.00	(6,352.50)	.0
01-44-5363	WEED CONTROL	.00	734.36	3,000.00	2,265.64	24.5
01-44-5364	SNOW REMOVAL	.00	35,188.08	100,000.00	64,811.92	35.2
01-44-5369	EQUIPMENT RENTAL	1,579.71	7,117.96	48,650.00	41,532.04	14.6
01-44-5500	CAPITAL OUTLAY	.00	6,000.00	.00	(6,000.00)	.0
01-44-5502	CAPITAL OUTLAY--EQUIPMENT	.00	5,031.70	250,000.00	244,968.30	2.0
01-44-5700	MISC. EXPENSE	134.88	134.88	4,000.00	3,865.12	3.4
01-44-5720	CONTINGENCY	.00	.00	10,000.00	10,000.00	.0
	TOTAL STREETS	36,544.16	332,400.87	921,462.00	589,061.13	36.1

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PARKS					
01-45-5001	SALARIES & WAGES	16,001.84	119,967.54	222,258.00	102,290.46	54.0
01-45-5055	OVERTIME	91.65	1,760.28	2,678.00	917.72	65.7
01-45-5060	PAYROLL TAXES	1,216.22	9,239.16	17,208.00	7,968.84	53.7
01-45-5065	WORKERS COMP	492.74	5,107.38	5,000.00	(107.38)	102.2
01-45-5066	HEALTH INSURANCE	3,193.56	21,263.75	28,992.00	7,728.25	73.3
01-45-5067	DEFERRED COMP	629.70	4,840.86	7,709.00	2,868.14	62.8
01-45-5068	MEDICAL SAVINGS	55.68	475.70	468.00	(7.70)	101.7
01-45-5075	EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	500.00	500.00	.0
01-45-5203	UNIFORMS	810.00	1,072.40	.00	(1,072.40)	.0
01-45-5210	OPERATING SUPPLIES	2,574.82	5,271.39	6,000.00	728.61	87.9
01-45-5212	FURNISHINGS	.00	.00	5,000.00	5,000.00	.0
01-45-5215	REPAIRS & MAINTENANCE	844.88	8,642.48	63,000.00	54,357.52	13.7
01-45-5216	FLEET R&M	195.27	2,005.58	8,000.00	5,994.42	25.1
01-45-5253	GAS & OIL	542.78	3,972.31	5,000.00	1,027.69	79.5
01-45-5254	TOOLS	.00	714.96	1,350.00	635.04	53.0
01-45-5300	TELEPHONE	104.00	845.00	588.00	(257.00)	143.7
01-45-5305	UTILITIES	16,997.16	21,284.86	36,750.00	15,465.14	57.9
01-45-5310	TRASH REMOVAL	63.39	1,283.61	1,000.00	(283.61)	128.4
01-45-5320	PROPERTY & LIABILITY INSURANCE	.00	6,729.46	14,911.00	8,181.54	45.1
01-45-5330	TRAINING	.00	2,466.25	750.00	(1,716.25)	328.8
01-45-5348	PEST CONTROL	.00	8,611.10	33,000.00	24,388.90	26.1
01-45-5349	WELLNESS PROGRAM	15.00	39.75	.00	(39.75)	.0
01-45-5363	WEED CONTROL	.00	1,147.50	5,000.00	3,852.50	23.0
01-45-5369	EQUIPMENT RENTAL	.00	.00	1,000.00	1,000.00	.0
01-45-5370	LANDSCAPING	1,521.60	5,516.60	32,000.00	26,483.40	17.2
01-45-5371	TREE MAINTENANCE	5,720.00	14,570.00	20,000.00	5,430.00	72.9
01-45-5372	IRRIGATION SYSTEM	802.58	4,577.89	5,000.00	422.11	91.6
	TOTAL PARKS	51,872.87	251,405.81	523,162.00	271,756.19	48.1

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ENGINEERING					
01-47-5001	SALARIES & WAGES	27,221.75	204,586.22	358,026.00	153,439.78	57.1
01-47-5050	CLEANING	.00	.00	6,000.00	6,000.00	.0
01-47-5055	OVERTIME	1,491.78	7,040.94	4,000.00	(3,040.94)	176.0
01-47-5060	PAYROLL TAXES	2,162.61	15,976.79	27,695.00	11,718.21	57.7
01-47-5065	WORKERS COMP	763.69	6,287.40	2,122.00	(4,165.40)	296.3
01-47-5066	HEALTH INSURANCE	3,259.63	22,860.33	23,227.00	366.67	98.4
01-47-5067	DEFERRED COMP	1,180.40	8,666.73	3,306.00	(5,360.73)	262.2
01-47-5068	MEDICAL SAVINGS	97.88	701.82	234.00	(467.82)	299.9
01-47-5075	EMPLOYMENT/RECRUITMENT EXPENSE	42.50	228.12	1,000.00	771.88	22.8
01-47-5201	COMPUTER/TECHNOLOGY	.00	1,404.90	4,000.00	2,595.10	35.1
01-47-5203	UNIFORMS	.00	782.00	1,000.00	218.00	78.2
01-47-5210	OPERATING SUPPLIES	505.64	1,139.23	3,000.00	1,860.77	38.0
01-47-5212	FURNISHINGS	.00	.00	3,000.00	3,000.00	.0
01-47-5215	REPAIRS & MAINTENANCE	126.57	442.64	20,000.00	19,557.36	2.2
01-47-5216	REPAIR & MAINTENANCE--FLEET	59.83	563.46	5,000.00	4,436.54	11.3
01-47-5253	GAS & OIL	624.19	2,681.11	3,000.00	318.89	89.4
01-47-5300	TELEPHONE	285.96	2,857.59	2,400.00	(457.59)	119.1
01-47-5305	UTILITIES	.00	.00	1,500.00	1,500.00	.0
01-47-5310	TRASH	1,529.23	2,384.53	1,500.00	(884.53)	159.0
01-47-5315	COPIER EXPENSES	.00	.00	900.00	900.00	.0
01-47-5320	PROPERTY & LIABILITY INSURANCE	.00	3,364.75	7,455.00	4,090.25	45.1
01-47-5330	TRAINING	376.71	2,028.55	5,000.00	2,971.45	40.6
01-47-5331	DUES & SUBSCRIPTIONS	.00	540.00	1,500.00	960.00	36.0
01-47-5405	ENGINEERING FEES	.00	8,501.40	55,000.00	46,498.60	15.5
01-47-5700	MISC. EXPENSE	.00	251.84	5,000.00	4,748.16	5.0
	TOTAL ENGINEERING	39,728.37	293,290.35	544,865.00	251,574.65	53.8

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	MUNICIPAL COURT					
01-48-5001	SALARIES & WAGES	3,403.71	25,537.62	47,350.00	21,812.38	53.9
01-48-5040	JUDGE	1,000.00	6,000.00	18,400.00	12,400.00	32.6
01-48-5055	OVERTIME	.00	.00	600.00	600.00	.0
01-48-5060	PAYROLL TAXES	257.57	1,937.33	5,076.00	3,138.67	38.2
01-48-5065	WORKERS COMP	3.54	32.73	1,153.00	1,120.27	2.8
01-48-5066	HEALTH INSURANCE	592.87	4,150.03	10,020.00	5,869.97	41.4
01-48-5067	DEFERRED COMP	144.22	1,250.87	2,429.00	1,178.13	51.5
01-48-5068	MEDICAL SAVINGS	6.24	43.68	104.00	60.32	42.0
01-48-5075	EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	500.00	500.00	.0
01-48-5201	COMPUTER/TECHNOLOGY	148.40	1,160.80	3,000.00	1,839.20	38.7
01-48-5203	UNIFORMS	.00	.00	200.00	200.00	.0
01-48-5300	TELEPHONE	49.99	303.78	720.00	416.22	42.2
01-48-5320	PROPERTY & LIABILITY INSURANCE	.00	1,345.88	2,982.00	1,636.12	45.1
01-48-5330	TRAINING	.00	.00	500.00	500.00	.0
01-48-5331	DUES & MEMBERSHIPS	.00	22.00	500.00	478.00	4.4
01-48-5455	PROSECUTING ATTORNEY	.00	7,511.00	25,000.00	17,489.00	30.0
01-48-5456	PUBLIC DEFENDER	.00	.00	10,000.00	10,000.00	.0
01-48-5700	MISC. EXPENSE	.00	15.03	500.00	484.97	3.0
	TOTAL MUNICIPAL COURT	5,606.54	49,310.75	129,034.00	79,723.25	38.2

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	COMMUNITY ENGAGEMENT					
01-49-5001	SALARIES & WAGES	12,818.84	85,994.93	144,220.00	58,225.07	59.6
01-49-5055	OVERTIME	60.75	148.37	5,000.00	4,851.63	3.0
01-49-5060	PAYROLL TAXES	957.40	6,382.55	11,415.00	5,032.45	55.9
01-49-5065	WORKERS COMP	123.90	1,035.23	3,379.00	2,343.77	30.6
01-49-5066	HEALTH INSURANCE	1,827.42	11,958.26	16,987.00	5,028.74	70.4
01-49-5067	DEFERRED COMP	491.79	2,595.19	1,325.00	(1,270.19)	195.9
01-49-5068	MEDICAL SAVINGS	49.16	244.12	208.00	(36.12)	117.4
01-49-5075	EMPLOYMENT/RECRUITMENT EXPENSE	36.00	408.76	1,500.00	1,091.24	27.3
01-49-5201	COMPUTER/TECHNOLOGY	.00	1,424.99	2,500.00	1,075.01	57.0
01-49-5202	PRINTING EXPENSE	.00	3,632.72	10,000.00	6,367.28	36.3
01-49-5203	UNIFORMS	.00	.00	1,000.00	1,000.00	.0
01-49-5205	POSTAGE	.00	.00	2,500.00	2,500.00	.0
01-49-5220	TOWN DECORATIONS	.00	1,189.38	10,000.00	8,810.62	11.9
01-49-5236	COMMUNITY ENGAGEMENT	601.95	5,283.14	8,500.00	3,216.86	62.2
01-49-5260	RECREATION PROGRAM	2,716.53	29,970.60	52,320.00	22,349.40	57.3
01-49-5261	COMMUNITY DAY	700.00	2,200.00	41,600.00	39,400.00	5.3
01-49-5262	TOWN EVENTS	765.34	24,946.23	59,500.00	34,553.77	41.9
01-49-5265	SENIOR EVENTS	700.35	5,646.75	13,550.00	7,903.25	41.7
01-49-5300	TELEPHONE	68.00	436.00	960.00	524.00	45.4
01-49-5320	GENERAL LIABILITY INSURANCE	.00	5,383.58	12,151.00	6,767.42	44.3
01-49-5330	TRAINING	.00	720.00	2,500.00	1,780.00	28.8
01-49-5331	DUES/MEMBERSHIPS	826.21	6,075.95	5,000.00	(1,075.95)	121.5
01-49-5349	WELLNESS PROGRAM	300.00	5,283.23	15,000.00	9,716.77	35.2
01-49-5382	SCHOLARSHIPS	.00	.00	1,500.00	1,500.00	.0
01-49-5401	CONSULTANTS	.00	6,750.00	25,000.00	18,250.00	27.0
01-49-5700	MISC. EXPENSE	2,513.97	16,918.82	21,500.00	4,581.18	78.7
	TOTAL COMMUNITY ENGAGEMENT	25,557.61	224,628.80	469,115.00	244,486.20	47.9
	NON-DEPARTMENTAL					
01-90-5016	SALARY ADJUSTMENTS	.00	.00	30,000.00	30,000.00	.0
01-90-5804	TRANSFER TO STREET IMPVT FD	.00	187,500.00	375,000.00	187,500.00	50.0
01-90-8151	SPECIAL PROJECTS	.00	.00	75,000.00	75,000.00	.0
01-90-8155	ARPA BROADBAND	2,624.50	14,243.03	1,164,136.00	1,149,892.97	1.2
01-90-8910	CONTINGENCY	.00	.00	355,616.00	355,616.00	.0
	TOTAL NON-DEPARTMENTAL	2,624.50	201,743.03	1,999,752.00	1,798,008.97	10.1
	TOTAL FUND EXPENDITURES	455,663.35	3,597,801.72	9,298,986.00	5,701,184.28	38.7
	NET REVENUE OVER EXPENDITURES	1,259,728.58	3,356,176.80	6.00	(3,356,170.80)	55936

TOWN OF MEAD
BALANCE SHEET
JULY 31, 2022

STREET IMPROVEMENT FUND

	ASSETS			
04-01-0100	COMBINED CASH		1,131,852.77	
	TOTAL ASSETS			1,131,852.77
	LIABILITIES AND EQUITY			
	LIABILITIES			
04-02-2000	ACCOUNTS PAYABLE		6,137.92	
04-02-2005	RETAINAGE PAYABLE		4,033.80	
	TOTAL LIABILITIES			10,171.72
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	1,121,681.05		
	BALANCE - CURRENT DATE		1,121,681.05	
	TOTAL FUND EQUITY			1,121,681.05
	TOTAL LIABILITIES AND EQUITY			1,131,852.77

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2022

STREET IMPROVEMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	SOURCE 10					
04-10-4010	SALES TAX	178,163.36	647,007.17	1,670,723.00	1,023,715.83	38.7
04-10-4030	BUILDING USE TAX	36,306.27	439,819.21	557,715.00	117,895.79	78.9
	TOTAL SOURCE 10	214,469.63	1,086,826.38	2,228,438.00	1,141,611.62	48.8
	SOURCE 16					
04-16-4601	TRANSFER FROM GF	.00	187,500.00	375,000.00	187,500.00	50.0
	TOTAL SOURCE 16	.00	187,500.00	375,000.00	187,500.00	50.0
	TOTAL FUND REVENUE	214,469.63	1,274,326.38	2,603,438.00	1,329,111.62	49.0
	EXPENDITURES--STREET IMP FUND					
04-44-5215	REPAIRS & MAINTENANCE--STREETS	83,013.50	85,487.96	100,000.00	14,512.04	85.5
04-44-5250	ASPHALT/STREET PATCHING	.00	5,236.00	50,000.00	44,764.00	10.5
04-44-5252	STREET SIGNS & MARKERS	2,735.42	9,452.92	40,000.00	30,547.08	23.6
04-44-5360	STREET SWEEPING	.00	2,520.00	.00	(2,520.00)	.0
04-44-5361	DUST CONTROL	.00	25,153.58	40,000.00	14,846.42	62.9
04-44-5362	GRAVEL	.00	.00	35,000.00	35,000.00	.0
04-44-5365	REPAIR & MAINTENACE--SEALCOAT	.00	.00	750,000.00	750,000.00	.0
04-44-5366	REPAIR & MAINTENANCE--DRAINAGE	1,065.00	1,101.89	10,000.00	8,898.11	11.0
04-44-5367	STREET STRIPING	3,116.43	4,616.43	75,000.00	70,383.57	6.2
04-44-5369	REPAIR & MAINTENANCE--BRIDGES	.00	.00	100,000.00	100,000.00	.0
04-44-5405	ENGINEERING FEES	5,200.00	19,076.55	100,000.00	80,923.45	19.1
04-44-5720	CONTINGENCY	.00	.00	803,438.00	803,438.00	.0
04-44-8151	SPECIAL PROJECTS	.00	.00	500,000.00	500,000.00	.0
	TOTAL EXPENDITURES--STREET IMP FUND	95,130.35	152,645.33	2,603,438.00	2,450,792.67	5.9
	TOTAL FUND EXPENDITURES	95,130.35	152,645.33	2,603,438.00	2,450,792.67	5.9
	NET REVENUE OVER EXPENDITURES	119,339.28	1,121,681.05	.00	(1,121,681.05)	.0

TOWN OF MEAD
BALANCE SHEET
JULY 31, 2022

CONSERVATION TRUST FUND

	ASSETS			
05-01-0100	CASH IN COMMON - CTF		95,360.14	
	TOTAL ASSETS			95,360.14
	LIABILITIES AND EQUITY			
	FUND EQUITY			
05-02-3001	FUND BALANCE		64,322.85	
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	31,037.29		
	BALANCE - CURRENT DATE		31,037.29	
	TOTAL FUND EQUITY			95,360.14
	TOTAL LIABILITIES AND EQUITY			95,360.14

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2022

CONSERVATION TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	LOTTERY REVENUE					
05-17-4630	LOTTERY REVENUE	.00	30,761.62	60,000.00	29,238.38	51.3
	TOTAL LOTTERY REVENUE	.00	30,761.62	60,000.00	29,238.38	51.3
	MISCELLANEOUS REVENUE					
05-18-4619	INTEREST & DIVIDEND INCOME	117.15	275.67	20.00	(255.67)	1378.4
	TOTAL MISCELLANEOUS REVENUE	117.15	275.67	20.00	(255.67)	1378.4
	TOTAL FUND REVENUE	117.15	31,037.29	60,020.00	28,982.71	51.7
05-45-5506	CAPITAL OUTLAY--PARKS & EQUIP	.00	.00	106,000.00	106,000.00	.0
	TOTAL DEPARTMENT 45	.00	.00	106,000.00	106,000.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	106,000.00	106,000.00	.0
	NET REVENUE OVER EXPENDITURES	117.15	31,037.29	(45,980.00)	(77,017.29)	67.5

TOWN OF MEAD
BALANCE SHEET
JULY 31, 2022

SEWER FUND

	ASSETS			
06-01-0100	COMBINED CASH		1,520,171.63	
06-01-1305	ACCUM DEPRECIATION - PLANT & E		(3,228,332.32)	
06-01-1306	A/R-UTILITY BILLING		95,768.44	
06-01-1501	LAND - SF OP		294,834.95	
06-01-1502	LAND IMPROV. - SF OP		322,159.37	
06-01-1503	SEWER LINES		1,025,308.44	
06-01-1504	BUILDING - SF OP		281,750.60	
06-01-1506	MACH. & EQUIP. - SF OP		179,757.28	
06-01-1507	TREATMENT PLANT - SF NON OP		6,496,730.44	
06-01-1510	CONSTRUCTION IN PROGRESS		5,794.00	
	TOTAL ASSETS			6,993,942.83
	LIABILITIES AND EQUITY			
	LIABILITIES			
06-02-2000	ACCOUNTS PAYABLE		93,090.85	
06-02-2005	RETAINAGE PAYABLE		8,692.99	
06-02-2200	LOAN PAYABLE CWRPDA--LT		1,471,196.31	
06-02-2201	LOAN PAYABLE CWRPDA--CURRENT		76,793.89	
06-02-2310	EMPLOYEE HEALTH INS. PAYABLE		(937.29)	
06-02-2312	WORKERS COMP INSURANCE PAYABLE		156.58	
06-02-2314	401(A) CONTRIBUTIONS PAYABLE		221.84	
06-02-2400	FED. WITHHOLDING TAX PAYABLE		9.42	
06-02-2401	SOCIAL SECURITY TAX PAYABLE		25.34	
06-02-2402	MEDICARE TAX PAYABLE		5.93	
06-02-2404	STATE UNEMPLOYMENT TAX PAYABLE		21.00	
06-02-2410	MISC PAYROLL PAYABLE		4,545.49	
06-02-2500	ACC'D COMPENSATED ABS--CURRENT		906.96	
06-02-2501	ACCR'D COMPENSATED ABSENCES-LT		8,162.64	
06-02-2502	ACCRUED INT PAYABLE--CWRPDA		22,510.35	
06-02-2601	BOND PREMIUM--UNAMORTIZED		53,756.12	
	TOTAL LIABILITIES			1,739,158.42
	FUND EQUITY			
06-02-3001	FUND BALANCE		4,566,212.44	
	UNAPPROPRIATED FUND BALANCE:			
06-02-3010	CONTRIBUTIONS FROM DEVELOPERS	15,000.00		
06-02-3020	CONTRIBUTIONS SEWER TAPS	425,400.00		
	REVENUE OVER EXPENDITURES - YTD	248,171.97		
	BALANCE - CURRENT DATE		688,571.97	
	TOTAL FUND EQUITY			5,254,784.41
	TOTAL LIABILITIES AND EQUITY			6,993,942.83

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2022

SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	CHARGES FOR SERVICES					
06-11-4150	SEWER USER FEES	78,757.04	518,365.00	888,667.00	370,302.00	58.3
06-11-4160	SEWER LATE/NSF FEES	1,381.63	9,026.37	18,092.00	9,065.63	49.9
06-11-4165	SEWER TAP FEES	84,473.00	635,228.00	480,745.00	(154,483.00)	132.1
	TOTAL CHARGES FOR SERVICES	164,611.67	1,162,619.37	1,387,504.00	224,884.63	83.8
	MISCELLANEOUS REVENUE					
06-18-4619	INTEREST & DIVIDEND INCOME	1,867.56	5,021.92	1,000.00	(4,021.92)	502.2
06-18-4620	MISC. INCOME	.00	.00	1,000.00	1,000.00	.0
	TOTAL MISCELLANEOUS REVENUE	1,867.56	5,021.92	2,000.00	(3,021.92)	251.1
	TOTAL FUND REVENUE	166,479.23	1,167,641.29	1,389,504.00	221,862.71	84.0
	ADMINISTRATION					
06-40-5001	SALARIES & WAGES	10,586.82	81,420.01	159,981.00	78,560.99	50.9
06-40-5055	OVERTIME	380.00	1,918.78	2,000.00	81.22	95.9
06-40-5060	PAYROLL TAXES	826.29	6,227.58	12,392.00	6,164.42	50.3
06-40-5065	WORKERS COMP	255.67	2,130.61	2,186.00	55.39	97.5
06-40-5066	HEALTH INSURANCE	1,769.03	13,286.26	34,689.00	21,402.74	38.3
06-40-5067	DEFERRED COMP/RETIREMENT	432.51	3,556.09	7,153.00	3,596.91	49.7
06-40-5068	MEDICAL SAVINGS	44.34	305.94	274.00	(31.94)	111.7
06-40-5075	EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	500.00	500.00	.0
06-40-5201	COMPUTER / TECHNOLOGY	371.00	2,902.00	4,500.00	1,598.00	64.5
06-40-5205	POSTAGE	355.10	2,138.80	5,000.00	2,861.20	42.8
06-40-5254	UNIFORMS	.00	.00	914.00	914.00	.0
06-40-5300	TELEPHONE	116.48	544.53	720.00	175.47	75.6
06-40-5320	GENERAL LIABILITY INSURANCE	.00	3,364.75	7,455.00	4,090.25	45.1
06-40-5331	DUES AND MEMBERSHIP	.00	1,000.00	828.00	(172.00)	120.8
06-40-5400	LEGAL FEES	780.79	4,694.19	9,720.00	5,025.81	48.3
06-40-5401	CONSULTING FEES	1,061.64	5,485.48	.00	(5,485.48)	.0
06-40-5405	ENGINEERING FEES	1,797.93	9,685.97	30,000.00	20,314.03	32.3
06-40-5410	PLANNING/CONSULTANTS	163.42	991.64	2,040.00	1,048.36	48.6
06-40-5415	AUDIT FEES	.00	6,595.50	6,596.00	.50	100.0
06-40-5460	ADMINISTRATIVE OVERHEAD	.00	.00	6,539.00	6,539.00	.0
06-40-5700	MISC. EXPENSE	.00	.00	500.00	500.00	.0
06-40-5701	BANK FEES	532.30	532.30	.00	(532.30)	.0
06-40-5705	MILEAGE	25.00	175.00	150.00	(25.00)	116.7
	TOTAL ADMINISTRATION	19,498.32	146,955.43	294,137.00	147,181.57	50.0

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2022

SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	OPERATIONS					
06-47-5210	OPERATING SUPPLIES	369.06	605.12	1,500.00	894.88	40.3
06-47-5215	REPAIRS & MAINT	.00	20,221.92	95,360.00	75,138.08	21.2
06-47-5227	CHEMICALS	.00	360.00	1,800.00	1,440.00	20.0
06-47-5231	SLUDGE DISPOSAL	2,288.51	28,571.88	97,850.00	69,278.12	29.2
06-47-5248	SEWER LINE REPAIRS	.00	.00	15,000.00	15,000.00	.0
06-47-5253	GAS & OIL	542.78	3,972.53	5,000.00	1,027.47	79.5
06-47-5305	UTILITIES	3,432.97	27,408.96	60,270.00	32,861.04	45.5
06-47-5310	TRASH	93.72	629.28	1,071.00	441.72	58.8
06-47-5363	WEED CONTROL	.00	.00	1,000.00	1,000.00	.0
06-47-5369	EQUIPMENT RENTAL	.00	.00	1,000.00	1,000.00	.0
06-47-5390	SEWER MAINT. CONTRACT	10,087.68	35,712.21	57,750.00	22,037.79	61.8
06-47-5391	SEWER TESTING	1,725.96	4,754.40	6,000.00	1,245.60	79.2
06-47-5392	LINE LOCATOR	380.90	3,537.30	6,000.00	2,462.70	59.0
06-47-5393	STATE DISCHARGE PERMIT	.00	840.11	3,500.00	2,659.89	24.0
06-47-5394	SEWER LINE FLUSHING	58,496.80	58,496.80	50,000.00	(8,496.80)	117.0
06-47-5551	CAPITAL OUTLAY--GRIT PUMPS/DIG	.00	61,176.00	.00	(61,176.00)	.0
06-47-5552	CAPITAL OUTLAY--WAS PUMPS	.00	2,266.00	.00	(2,266.00)	.0
06-47-5553	CAPITAL OUTLAY--PLC UPGRADES	680.00	127,929.01	.00	(127,929.01)	.0
06-47-5556	CAPITAL OUTLAY--CIPP	56,843.50	187,164.64	225,000.00	37,835.36	83.2
06-47-5557	CAPITAL OUTLAY-HEADWORKS MECH	14,200.00	28,713.21	400,000.00	371,286.79	7.2
06-47-5720	CONTINGENCIES	.00	.00	5,000.00	5,000.00	.0
	TOTAL OPERATIONS	149,141.88	592,359.37	1,033,101.00	440,741.63	57.3
	DEPARTMENT 58					
06-58-5809	TRF TO MUNICIPAL FACILITIES FD	.00	50,000.00	100,000.00	50,000.00	50.0
	TOTAL DEPARTMENT 58	.00	50,000.00	100,000.00	50,000.00	50.0
	DEPARTMENT 98					
06-98-9801	2007 CWRPDA LOAN--PRINCIPAL	38,729.06	76,793.89	76,794.00	.11	100.0
06-98-9802	2007 CWRPDA LOAN--INTEREST	26,348.20	53,360.63	53,361.00	.37	100.0
	TOTAL DEPARTMENT 98	65,077.26	130,154.52	130,155.00	.48	100.0
	TOTAL FUND EXPENDITURES	233,717.46	919,469.32	1,557,393.00	637,923.68	59.0
	NET REVENUE OVER EXPENDITURES	(67,238.23)	248,171.97	(167,889.00)	(416,060.97)	147.8

TOWN OF MEAD
BALANCE SHEET
JULY 31, 2022

POLICE FUND

	ASSETS			
08-01-0100	CASH IN COMMON - POLICE		233,137.17	
	TOTAL ASSETS			233,137.17
	LIABILITIES AND EQUITY			
	FUND EQUITY			
08-02-3001	FUND BALANCE		132,471.97	
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	100,665.20		
	BALANCE - CURRENT DATE		100,665.20	
	TOTAL FUND EQUITY			233,137.17
	TOTAL LIABILITIES AND EQUITY			233,137.17

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2022

POLICE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
08-11-4165	IMPACT FEES	11,213.67	114,536.06	196,101.00	81,564.94	58.4
	TOTAL SOURCE 11	11,213.67	114,536.06	196,101.00	81,564.94	58.4
	SOURCE 18					
08-18-4619	INTEREST & DIVIDEND INCOME	286.41	714.77	25.00	(689.77)	2859.1
	TOTAL SOURCE 18	286.41	714.77	25.00	(689.77)	2859.1
	TOTAL FUND REVENUE	11,500.08	115,250.83	196,126.00	80,875.17	58.8
	DEPARTMENT 42					
08-42-5491	VEHICLE LEASE EXPENSES	8,507.93	14,585.63	41,120.00	26,534.37	35.5
08-42-5500	CAPITAL OUTLAY	.00	.00	9,725.00	9,725.00	.0
08-42-5511	CAPITAL OUTLAY--BLDGS & IMPVTS	.00	.00	200,000.00	200,000.00	.0
	TOTAL DEPARTMENT 42	8,507.93	14,585.63	250,845.00	236,259.37	5.8
	TOTAL FUND EXPENDITURES	8,507.93	14,585.63	250,845.00	236,259.37	5.8
	NET REVENUE OVER EXPENDITURES	2,992.15	100,665.20	(54,719.00)	(155,384.20)	184.0

TOWN OF MEAD
BALANCE SHEET
JULY 31, 2022

MUNICIPAL FACILITIES FUND

	ASSETS			
09-01-0100	COMBINED CASH		3,560,629.31	
09-01-1309	LAND		5,000.00	
	TOTAL ASSETS			3,565,629.31
	LIABILITIES AND EQUITY			
	LIABILITIES			
09-02-2000	ACCOUNTS PAYABLE		2,123.61	
09-02-2005	RETAINAGE PAYABLE		154,200.01	
	TOTAL LIABILITIES			156,323.62
	FUND EQUITY			
09-02-3003	FUND BALANCE-MUNICIPAL		4,866,547.06	
09-02-3004	FUND BALANCE-RECREATION		446,649.61	
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	(1,903,890.98)		
	BALANCE - CURRENT DATE		(1,903,890.98)	
	TOTAL FUND EQUITY			3,409,305.69
	TOTAL LIABILITIES AND EQUITY			3,565,629.31

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2022

MUNICIPAL FACILITIES FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	FEES					
09-11-4165	IMPACT FEES	93,987.39	756,314.23	1,560,103.00	803,788.77	48.5
	TOTAL FEES	93,987.39	756,314.23	1,560,103.00	803,788.77	48.5
	GRANTS					
09-15-4545	GRANTS	78,860.33	261,497.81	350,000.00	88,502.19	74.7
	TOTAL GRANTS	78,860.33	261,497.81	350,000.00	88,502.19	74.7
	SOURCE 16					
09-16-4806	TRANSFER FROM SEWER FUND	.00	50,000.00	100,000.00	50,000.00	50.0
	TOTAL SOURCE 16	.00	50,000.00	100,000.00	50,000.00	50.0
	MISCELLANEOUS REVENUE					
09-18-4619	INTEREST & DIVIDEND INCOME	4,374.30	12,532.63	2,269.00	(10,263.63)	552.3
	TOTAL MISCELLANEOUS REVENUE	4,374.30	12,532.63	2,269.00	(10,263.63)	552.3
	TOTAL FUND REVENUE	177,222.02	1,080,344.67	2,012,372.00	932,027.33	53.7
	ADMINISTRATION					
09-40-5410	PLANNING/CONSULTANTS	.00	.00	100,000.00	100,000.00	.0
	TOTAL ADMINISTRATION	.00	.00	100,000.00	100,000.00	.0
	DEPARTMENT 44					
09-44-5602	LEASE PURCH PRIN--2021 TRUCK 2	.00	.00	38,287.00	38,287.00	.0
09-44-5603	LEASE PURCH INT--2021 TRUCK 2	.00	.00	4,956.00	4,956.00	.0
09-44-5604	2021 LEASE PURCH PRIN--TRUCK 1	.00	39,470.18	39,470.00	(.18)	100.0
09-44-5605	2021 LEASE PURCH INT--TRUCK 1	.00	3,773.00	3,773.00	.00	100.0
	TOTAL DEPARTMENT 44	.00	43,243.18	86,486.00	43,242.82	50.0

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2022

MUNICIPAL FACILITIES FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	DEPARTMENT 45					
09-45-5491	VEHICLE LEASE EXPENSES	5,050.41	25,761.77	45,047.00	19,285.23	57.2
	TOTAL DEPARTMENT 45	5,050.41	25,761.77	45,047.00	19,285.23	57.2
	EXPENDITURES					
09-50-5212	FURNISHINGS	.00	.00	50,000.00	50,000.00	.0
09-50-5500	CAPITAL OUTLAY	.00	.00	350,000.00	350,000.00	.0
09-50-5505	CAPITAL OUTLAY--OFFICE EQ	.00	.00	50,000.00	50,000.00	.0
09-50-5511	CAPITAL OUTLAY--PW FACILITY	411,257.42	2,654,575.87	4,420,000.00	1,765,424.13	60.1
09-50-5512	CAPITAL OUTLAY--TH IMPRVMTS	.00	.00	50,000.00	50,000.00	.0
09-50-5720	CONTINGENCIES	.00	.00	663,000.00	663,000.00	.0
	TOTAL EXPENDITURES	411,257.42	2,654,575.87	5,583,000.00	2,928,424.13	47.6
	DEPARTMENT 51					
09-51-5500	CAPITAL OUTLAY	6,492.50	260,654.83	487,249.00	226,594.17	53.5
	TOTAL DEPARTMENT 51	6,492.50	260,654.83	487,249.00	226,594.17	53.5
	TOTAL FUND EXPENDITURES	422,800.33	2,984,235.65	6,301,782.00	3,317,546.35	47.4
	NET REVENUE OVER EXPENDITURES	(245,578.31)	(1,903,890.98)	(4,289,410.00)	(2,385,519.02)	(44.4)

TOWN OF MEAD
BALANCE SHEET
JULY 31, 2022

DOWNTOWN FUND

	ASSETS			
11-01-0100	COMBINED CASH		15,052.35	
	TOTAL ASSETS			15,052.35
	LIABILITIES AND EQUITY			
	FUND EQUITY			
11-02-3001	FUND BALANCE		32,133.03	
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	(17,080.68)		
	BALANCE - CURRENT DATE		(17,080.68)	
	TOTAL FUND EQUITY			15,052.35
	TOTAL LIABILITIES AND EQUITY			15,052.35

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2022

DOWNTOWN FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	MISCELLANEOUS REVENUE					
11-18-4619	INTEREST & DIVIDEND INCOME	18.49	63.77	.00	(63.77)	.0
	TOTAL MISCELLANEOUS REVENUE	18.49	63.77	.00	(63.77)	.0
	TOTAL FUND REVENUE	18.49	63.77	.00	(63.77)	.0
	ADMINISTRATION					
11-40-5210	BANNERS & SIGNAGE	.00	421.50	8,652.00	8,230.50	4.9
11-40-5500	CAPITAL OUTLAY	.00	16,722.95	15,000.00	(1,722.95)	111.5
	TOTAL ADMINISTRATION	.00	17,144.45	23,652.00	6,507.55	72.5
	TOTAL FUND EXPENDITURES	.00	17,144.45	23,652.00	6,507.55	72.5
	NET REVENUE OVER EXPENDITURES	18.49	(17,080.68)	(23,652.00)	(6,571.32)	(72.2)

TOWN OF MEAD
BALANCE SHEET
JULY 31, 2022

STORM DRAINAGE FUND

	ASSETS			
13-01-0100	COMBINED CASH		64,983.27	
	TOTAL ASSETS			64,983.27
	LIABILITIES AND EQUITY			
	LIABILITIES			
13-02-2000	ACCOUNTS PAYABLE		928.00	
	TOTAL LIABILITIES			928.00
	FUND EQUITY			
13-02-3001	FUND BALANCE		110,872.36	
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	(46,817.09)		
	BALANCE - CURRENT DATE		(46,817.09)	
	TOTAL FUND EQUITY			64,055.27
	TOTAL LIABILITIES AND EQUITY			64,983.27

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2022

STORM DRAINAGE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	MISCELLANEOUS REVENUE					
13-18-4619	INTEREST & DIVIDEND INCOME	79.83	233.13	150.00	(83.13)	155.4
	TOTAL MISCELLANEOUS REVENUE	79.83	233.13	150.00	(83.13)	155.4
	TOTAL FUND REVENUE	79.83	233.13	150.00	(83.13)	155.4
	ADMINISTRATION					
13-40-5500	CAPITAL OUTLAY	928.00	10,715.22	25,000.00	14,284.78	42.9
13-40-5525	CAPITAL OUTLAY--WIND WALL	.00	2,835.00	.00	(2,835.00)	.0
	TOTAL ADMINISTRATION	928.00	13,550.22	25,000.00	11,449.78	54.2
	TRANSFERS OUT					
13-90-5914	TRANSFER TO TRANSPORTATION FD	.00	33,500.00	67,001.00	33,501.00	50.0
	TOTAL TRANSFERS OUT	.00	33,500.00	67,001.00	33,501.00	50.0
	TOTAL FUND EXPENDITURES	928.00	47,050.22	92,001.00	44,950.78	51.1
	NET REVENUE OVER EXPENDITURES	(848.17)	(46,817.09)	(91,851.00)	(45,033.91)	(51.0)

TOWN OF MEAD
BALANCE SHEET
JULY 31, 2022

TRANSPORTATION FUND

	ASSETS			
14-01-0100	COMBINED CASH		5,647,530.14	
	TOTAL ASSETS			5,647,530.14
	LIABILITIES AND EQUITY			
	LIABILITIES			
14-02-2005	RETAINAGE PAYABLE		93,498.42	
	TOTAL LIABILITIES			93,498.42
	FUND EQUITY			
14-02-3001	FUND BALANCE		3,405,248.02	
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	2,148,783.70		
	BALANCE - CURRENT DATE		2,148,783.70	
	TOTAL FUND EQUITY			5,554,031.72
	TOTAL LIABILITIES AND EQUITY			5,647,530.14

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2022

TRANSPORTATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	FEES					
14-11-4165	IMPACT FEES	146,494.91	1,621,810.62	2,682,344.00	1,060,533.38	60.5
	TOTAL FEES	146,494.91	1,621,810.62	2,682,344.00	1,060,533.38	60.5
	GRANTS					
14-15-4570	GRANTS	2,491.44	31,955.01	620,000.00	588,044.99	5.2
	TOTAL GRANTS	2,491.44	31,955.01	620,000.00	588,044.99	5.2
	SOURCE 16					
14-16-4813	TRANSFER FROM STORM DRAINAGE	.00	33,500.00	67,001.00	33,501.00	50.0
14-16-4820	TRANSFER FROM MURA	.00	625,000.00	1,250,000.00	625,000.00	50.0
	TOTAL SOURCE 16	.00	658,500.00	1,317,001.00	658,501.00	50.0
	MISCELLANEOUS REVENUE					
14-18-4619	INTEREST & DIVIDEND INCOME	6,938.10	16,797.19	2,000.00	(14,797.19)	839.9
	TOTAL MISCELLANEOUS REVENUE	6,938.10	16,797.19	2,000.00	(14,797.19)	839.9
	TOTAL FUND REVENUE	155,924.45	2,329,062.82	4,621,345.00	2,292,282.18	50.4
	EXPENDITURES					
14-40-5405	ENGINEERING FEES	.00	7,726.32	30,000.00	22,273.68	25.8
14-40-5500	CAPITAL OUTLAY--WELKER/3RD	11,135.00	41,613.07	4,525,000.00	4,483,386.93	.9
14-40-5501	CAPITAL OUTLAY--SAFE RTESTOSCH	.00	.00	400,000.00	400,000.00	.0
14-40-5505	CAPITAL OUTLAY--3RD ST.& TRAIL	75,282.73	130,939.73	.00	(130,939.73)	.0
14-40-5562	CAPITAL OUTLAY-Y BRIDGE DESIGN	.00	.00	125,000.00	125,000.00	.0
14-40-5563	CAPITAL OUTLAY-Z BRIDGE DESIGN	.00	.00	125,000.00	125,000.00	.0
14-40-5564	CAPITAL OUTLAY--WING WALL	.00	.00	100,000.00	100,000.00	.0
14-40-5565	CAPITAL OUTLAY-SH66/CR7 UNDER	.00	.00	375,000.00	375,000.00	.0
14-40-5591	CAPITAL OUTLAY-X BRIDGE DESIGN	.00	.00	175,000.00	175,000.00	.0
14-40-5720	CONTINGENCIES	.00	.00	47,500.00	47,500.00	.0
	TOTAL EXPENDITURES	86,417.73	180,279.12	5,902,500.00	5,722,220.88	3.1
	TOTAL FUND EXPENDITURES	86,417.73	180,279.12	5,902,500.00	5,722,220.88	3.1
	NET REVENUE OVER EXPENDITURES	69,506.72	2,148,783.70	(1,281,155.00)	(3,429,938.70)	167.7

TOWN OF MEAD
BALANCE SHEET
JULY 31, 2022

PARKS & OPEN SPACE

	ASSETS			
18-01-0100	CASH IN COMMON - PARKS & OPEN		1,685,310.42	
	TOTAL ASSETS			1,685,310.42
	LIABILITIES AND EQUITY			
	LIABILITIES			
18-02-2000	ACCOUNTS PAYABLE		58.30	
18-02-2005	RETAINAGE PAYABLE		20,303.02	
	TOTAL LIABILITIES			20,361.32
	FUND EQUITY			
18-02-3001	FUND BALANCE		1,167,514.38	
18-02-3005	FUND BALANCE - OPEN SPACE		637,109.78	
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	(139,675.06)		
	BALANCE - CURRENT DATE		(139,675.06)	
	TOTAL FUND EQUITY			1,664,949.10
	TOTAL LIABILITIES AND EQUITY			1,685,310.42

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2022

PARKS & OPEN SPACE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	FEES					
18-11-4165	IMPACT FEES	53,542.00	208,532.00	744,077.00	535,545.00	28.0
	TOTAL FEES	53,542.00	208,532.00	744,077.00	535,545.00	28.0
	MISCELLANEOUS REVENUE					
18-18-4527	GPCO GRANT--FISHING IS FUN	89,625.00	89,625.00	.00	(89,625.00)	.0
18-18-4619	INTEREST & DIVIDEND INCOME	2,070.44	5,347.39	1,200.00	(4,147.39)	445.6
	TOTAL MISCELLANEOUS REVENUE	91,695.44	94,972.39	1,200.00	(93,772.39)	7914.4
	TOTAL FUND REVENUE	145,237.44	303,504.39	745,277.00	441,772.61	40.7
	ADMINISTRATION					
18-40-5500	CAPITAL OUTLAY	647.27	408,714.71	400,000.00	(8,714.71)	102.2
18-40-5720	CONTINGENCIES	.00	.00	200,000.00	200,000.00	.0
	TOTAL ADMINISTRATION	647.27	408,714.71	600,000.00	191,285.29	68.1
	DEPARTMENT 45					
18-45-5500	CAPITAL OUTLAY	.00	27,706.00	18,333.00	(9,373.00)	151.1
	TOTAL DEPARTMENT 45	.00	27,706.00	18,333.00	(9,373.00)	151.1
	CAPITAL PROJECTS					
18-52-5500	CAPITAL OUTLAY	45.54	6,758.74	168,000.00	161,241.26	4.0
	TOTAL CAPITAL PROJECTS	45.54	6,758.74	168,000.00	161,241.26	4.0
	TOTAL FUND EXPENDITURES	692.81	443,179.45	786,333.00	343,153.55	56.4
	NET REVENUE OVER EXPENDITURES	144,544.63	(139,675.06)	(41,056.00)	98,619.06	(340.2)

TOWN OF MEAD
BALANCE SHEET
JULY 31, 2022

CAPITAL IMPROVEMENT FUND

	ASSETS			
19-01-0100	COMBINED CASH		927,544.52	
	TOTAL ASSETS			927,544.52
	LIABILITIES AND EQUITY			
	FUND EQUITY			
19-02-3001	FUND BALANCE		925,415.32	
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	2,129.20		
	BALANCE - CURRENT DATE		2,129.20	
	TOTAL FUND EQUITY			927,544.52
	TOTAL LIABILITIES AND EQUITY			927,544.52

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2022

CAPITAL IMPROVEMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	MISCELLANEOUS REVENUE					
19-18-4619	INTEREST & DIVIDEND INCOME	1,139.51	2,129.20	3,500.00	1,370.80	60.8
	TOTAL MISCELLANEOUS REVENUE	1,139.51	2,129.20	3,500.00	1,370.80	60.8
	TOTAL FUND REVENUE	1,139.51	2,129.20	3,500.00	1,370.80	60.8
	NET REVENUE OVER EXPENDITURES	1,139.51	2,129.20	3,500.00	1,370.80	60.8

TOWN OF MEAD
BALANCE SHEET
JULY 31, 2022

MEAD URBAN RENEWAL AUTHORITY

	ASSETS			
20-01-0100	COMBINED CASH		3,644,085.30	
20-01-1250	PROPERTY TAX RECEIVABLE		2,419,438.00	
20-01-1301	A/R - MURA		610.60	
	TOTAL ASSETS			6,064,133.90
	LIABILITIES AND EQUITY			
	LIABILITIES			
20-02-2000	ACCOUNTS PAYABLE		79.06	
20-02-2310	EMPLOYEE HEALTH INS. PAYABLE		(199.78)	
20-02-2312	WORKERS COMP INSURANCE PAYABLE		272.19	
20-02-2314	401(A) CONTRIBUTIONS PAYABLE		1,109.26	
20-02-2404	STATE UNEMPLOYMENT TAX PAYABLE		25.35	
20-02-2410	MISC PAYROLL PAYABLE		5,832.86	
20-02-2700	DEFERRED INFLOWS- PROPERTY TAX		2,419,438.00	
	TOTAL LIABILITIES			2,426,556.94
	FUND EQUITY			
20-02-3001	FUND BALANCE		3,518,577.66	
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	118,999.30		
	BALANCE - CURRENT DATE		118,999.30	
	TOTAL FUND EQUITY			3,637,576.96
	TOTAL LIABILITIES AND EQUITY			6,064,133.90

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2022

MEAD URBAN RENEWAL AUTHORITY

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	TAXES					
20-10-4050	TAX INCREMENT REVENUE (TIF)	233,566.59	2,272,739.87	2,424,921.00	152,181.13	93.7
	TOTAL TAXES	233,566.59	2,272,739.87	2,424,921.00	152,181.13	93.7
	FEES					
20-11-4110	ADMINSTRATIVE FEE	.00	6,198.00	12,396.00	6,198.00	50.0
	TOTAL FEES	.00	6,198.00	12,396.00	6,198.00	50.0
	MISCELLANEOUS REVENUE					
20-18-4619	INTEREST & DIVIDEND INCOME	4,476.83	14,241.91	3,153.00	(11,088.91)	451.7
	TOTAL MISCELLANEOUS REVENUE	4,476.83	14,241.91	3,153.00	(11,088.91)	451.7
	TOTAL FUND REVENUE	238,043.42	2,293,179.78	2,440,470.00	147,290.22	94.0
	ADMINISTRATION					
20-40-5001	SALARIES & WAGES	13,260.07	100,547.48	177,730.00	77,182.52	56.6
20-40-5055	OVERTIME	.00	.89	.00	(.89)	.0
20-40-5060	PAYROLL TAXES	996.48	7,569.96	13,596.00	6,026.04	55.7
20-40-5065	WORKERS COMP	102.10	844.97	550.00	(294.97)	153.6
20-40-5066	HEALTH INSURANCE	1,763.23	12,696.37	22,050.00	9,353.63	57.6
20-40-5067	DEFERRED COMP/RETIREMENT	868.88	6,592.32	2,281.00	(4,311.32)	289.0
20-40-5068	MEDICAL SAVINGS	43.78	318.94	117.00	(201.94)	272.6
20-40-5100	TIF REVENUE SHARING	1,338,460.32	1,344,658.32	1,396,953.00	52,294.68	96.3
20-40-5300	TELEPHONE	36.50	255.50	100.00	(155.50)	255.5
20-40-5320	GENERAL LIABILITY INSURANCE	.00	1,345.88	2,982.00	1,636.12	45.1
20-40-5400	LEGAL FEES	2,108.43	4,151.53	40,000.00	35,848.47	10.4
20-40-5401	CONSULTING FEES	918.09	4,962.10	40,000.00	35,037.90	12.4
20-40-5415	AUDIT FEES	.00	2,198.50	2,199.00	.50	100.0
20-40-5425	COUNTY TREASURER'S FEE	3,503.43	34,090.95	36,374.00	2,283.05	93.7
20-40-5427	TIF ADVANCE	.00	.00	1,000,000.00	1,000,000.00	.0
20-40-5500	CAPITAL OUTLAY	.00	27,232.71	33,333.00	6,100.29	81.7
20-40-5700	MISC. EXPENSE	38.11	839.06	.00	(839.06)	.0
20-40-5705	MILEAGE	125.00	875.00	.00	(875.00)	.0
20-40-5914	TRANSFER TO TRANSPORTATION FD	.00	625,000.00	1,250,000.00	625,000.00	50.0
	TOTAL ADMINISTRATION	1,362,224.42	2,174,180.48	4,018,265.00	1,844,084.52	54.1
	TOTAL FUND EXPENDITURES	1,362,224.42	2,174,180.48	4,018,265.00	1,844,084.52	54.1

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2022

MEAD URBAN RENEWAL AUTHORITY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	(1,124,181.00)	118,999.30	(1,577,795.00)	(1,696,794.30)	7.5

TOWN OF MEAD
BALANCE SHEET
JULY 31, 2022

ART IN PUBLIC PLACES FUND

	ASSETS			
21-01-0100	COMBINED CASH		(794.43)	
	TOTAL ASSETS			(794.43)
	LIABILITIES AND EQUITY			
	FUND EQUITY			
21-02-3001	FUND BALANCE		6,100.74	
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	(6,895.17)		
	BALANCE - CURRENT DATE		(6,895.17)	
	TOTAL FUND EQUITY			(794.43)
	TOTAL LIABILITIES AND EQUITY			(794.43)

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2022

ART IN PUBLIC PLACES FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	MISCELLANEOUS REVENUE					
21-18-4619	INTEREST & DIVIDEND INCOME	(.98)	5.28	6.00	.72	88.0
	TOTAL MISCELLANEOUS REVENUE	(.98)	5.28	6.00	.72	88.0
	TOTAL FUND REVENUE	(.98)	5.28	6.00	.72	88.0
	ADMINISTRATION					
21-40-5500	CAPITAL OUTLAY	793.45	6,900.45	6,107.00	(793.45)	113.0
	TOTAL ADMINISTRATION	793.45	6,900.45	6,107.00	(793.45)	113.0
	TOTAL FUND EXPENDITURES	793.45	6,900.45	6,107.00	(793.45)	113.0
	NET REVENUE OVER EXPENDITURES	(794.43)	(6,895.17)	(6,101.00)	794.17	(113.0)

Report Criteria:
Report type: GL detail

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount	
08/22	08/24/2022	35060	COLORADO DEPARTMENT OF	FEL2100125	06-47-5393	Radiation General License	115.00-	V
Total 35060:							115.00-	
08/22	08/24/2022	35235	4 Rivers Equipment, LLC	1321117	01-44-5216	PW #11 Backhoe - Cab filters	70.69-	V
Total 35235:							70.69-	
08/22	08/29/2022	35296	ADAMSON POLICE PRODUCTS	INV381163	01-42-5254	Police Uniform	26.05	
08/22	08/29/2022	35296	ADAMSON POLICE PRODUCTS	INV381970	01-42-5254	Police Uniform	333.74	
08/22	08/29/2022	35296	ADAMSON POLICE PRODUCTS	INV381972	01-42-5254	Police Uniform	12.95	
08/22	08/29/2022	35296	ADAMSON POLICE PRODUCTS	INV381997	01-42-5254	Uniforms	57.60	
08/22	08/29/2022	35296	ADAMSON POLICE PRODUCTS	INV382004	01-42-5254	Uniforms	102.89	
08/22	08/29/2022	35296	ADAMSON POLICE PRODUCTS	INV382005	01-42-5254	Uniforms	257.64	
Total 35296:							790.87	
08/22	08/29/2022	35297	Aimee Overholser	081122	01-41-5700	BOT Meeting food reimbursement	51.55	
Total 35297:							51.55	
08/22	08/29/2022	35298	AIRBOUND, INC.	0244555.2	01-49-5261	Inflatable activities for Community Day	2,617.50	
Total 35298:							2,617.50	
08/22	08/29/2022	35299	Alerus	68160	01-40-5068	FSA Administration 8/2022	155.00	
Total 35299:							155.00	
08/22	08/29/2022	35300	ALPHAGRAPHICS OF NO COLO	104388	09-45-5491	Logo Decals for NewFord Focus and Tru	378.72	
Total 35300:							378.72	
08/22	08/29/2022	35301	Altitude Recreation Inc	220431	05-45-5506	Playground Replacement at Main Park	39,825.00	
Total 35301:							39,825.00	
08/22	08/29/2022	35302	AMAZON CAPITAL SERVICES	16MJ-X9C7-	01-49-5260	Rec Supplies	1,064.05	
08/22	08/29/2022	35302	AMAZON CAPITAL SERVICES	1FNF-3D67-	01-42-5255	Antenna, GPS	67.80	
08/22	08/29/2022	35302	AMAZON CAPITAL SERVICES	1FNF-3D67-	01-42-5254	Handcuff key	24.42	
08/22	08/29/2022	35302	AMAZON CAPITAL SERVICES	1RKW-GG7X	01-49-5261	Community Day Supplies	436.45	
Total 35302:							1,592.72	
08/22	08/29/2022	35303	Arrow J Landscape & Design Inc	11	14-40-5500	Highland Lake	42,235.19	
08/22	08/29/2022	35303	Arrow J Landscape & Design Inc	11	14-02-2005	Highland Lake	2,111.76-	
Total 35303:							40,123.43	
08/22	08/29/2022	35304	Arrow J Landscape & Design Inc	12	14-02-2005	Higland Lake	36,986.37	
Total 35304:							36,986.37	

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
08/22	08/29/2022	35305	Artificial Ice Events LLC	53709	01-49-5262	Ice rink for Christmas in the park	8,000.00
Total 35305:							8,000.00
08/22	08/29/2022	35306	AXON ENTERPRISES, INC.	INUS091324	01-42-5330	Taser Cartridges	2,103.00
Total 35306:							2,103.00
08/22	08/29/2022	35307	BK Tire	22204	01-47-5216	Vehicle Repair	224.37
Total 35307:							224.37
08/22	08/29/2022	35308	Blue to Gold LLC	UNIV-BRW-0	01-42-5330	Bulletproof Report Writing	179.00
Total 35308:							179.00
08/22	08/29/2022	35309	Bobcat of the Rockies	15236446	01-44-5255	Chem. gloves disp.	123.96
Total 35309:							123.96
08/22	08/29/2022	35310	Brakes Plus LLC	1428355842	01-42-5216	Unit #5	95.70
08/22	08/29/2022	35310	Brakes Plus LLC	1428359240	01-42-5216	Unit #9	95.70
08/22	08/29/2022	35310	Brakes Plus LLC	1428410420	01-42-5216	Vehicle Maint - #2	794.39
Total 35310:							985.79
08/22	08/29/2022	35311	Brandon Dones	08122022.1	99-01-1077	Refund - overpayment #22-7991	25.00
Total 35311:							25.00
08/22	08/29/2022	35312	CARQUEST AUTO PARTS	14760-32698	01-44-5216	R.O.W. Mower	85.98
Total 35312:							85.98
08/22	08/29/2022	35313	CASELLE	118875	01-40-5201	Support & Maintenance - 9/22	816.20
08/22	08/29/2022	35313	CASELLE	118875	01-42-5201	Support & Maintenance - 9/22	148.40
08/22	08/29/2022	35313	CASELLE	118875	01-48-5201	Support and Maintenance - 9/22	148.40
08/22	08/29/2022	35313	CASELLE	118875	06-40-5201	Support and Maintenance - 9/22	371.00
Total 35313:							1,484.00
08/22	08/29/2022	35314	CDPHE	WU23112379	06-47-5393	Annual fee for permit CO0046876 Facilit	2,733.00
08/22	08/29/2022	35314	CDPHE	WU23113341	06-47-5393	Annual Pretreatment fee- permit CO0046	92.00
Total 35314:							2,825.00
08/22	08/29/2022	35315	CEBT	INV 0050576	01-02-2310	Health Insurance 2022-09	41,807.58
08/22	08/29/2022	35315	CEBT	INV 0050576	06-02-2310	Health Insurance 2022-09	1,803.74
08/22	08/29/2022	35315	CEBT	INV 0050576	20-02-2310	Health Insurance 2022-09	2,048.68
Total 35315:							45,660.00
08/22	08/29/2022	35316	CENTURY LINK	4018 080122	01-40-5300	Elevator Line	75.86
Total 35316:							75.86

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
08/22	08/29/2022	35317	CIRSA	221248	01-40-5320	General Liability Insurance Q1	1,496.39
08/22	08/29/2022	35317	CIRSA	221248	01-41-5320	General Liability Insurance Q1	598.55
08/22	08/29/2022	35317	CIRSA	221248	01-42-5320	General Liability Insurance Q1	8,379.76
08/22	08/29/2022	35317	CIRSA	221248	01-43-5320	General Liability Insurance Q1	2,394.22
08/22	08/29/2022	35317	CIRSA	221248	01-44-5320	General Liability Insurance Q1	7,481.93
08/22	08/29/2022	35317	CIRSA	221248	01-45-5320	General Liability Insurance Q1	2,992.77
08/22	08/29/2022	35317	CIRSA	221248	01-47-5320	General Liability Insurance Q1	1,496.39
08/22	08/29/2022	35317	CIRSA	221248	01-48-5320	General Liability Insurance Q1	598.55
08/22	08/29/2022	35317	CIRSA	221248	01-49-5320	General Liability Insurance Q1	2,394.22
08/22	08/29/2022	35317	CIRSA	221248	06-40-5320	General Liability Insurance Q1	1,496.39
08/22	08/29/2022	35317	CIRSA	221248	20-40-5320	General Liability Insurance Q1	598.55
08/22	08/29/2022	35317	CIRSA	221482	04-44-5215	Deductibles	500.00
08/22	08/29/2022	35317	CIRSA	221482	01-42-5320	Deductibles	500.00
Total 35317:							30,927.72
08/22	08/29/2022	35318	CMC Group Inc	08082022	99-01-1076	Collateral Refund - Rocky Mountain Mids	6,693.00
Total 35318:							6,693.00
08/22	08/29/2022	35319	COLORADO DEPARTMENT OF	FEL2200271	06-47-5393	Radiation Lic.	115.00
Total 35319:							115.00
08/22	08/29/2022	35320	Colorado West Healthcare Syste	43150	01-42-5075	Medical - Thomas Barker	525.15
Total 35320:							525.15
08/22	08/29/2022	35321	Cooper Cramblet	08012022	01-42-5332	Tuition Reimbursement	1,714.00
Total 35321:							1,714.00
08/22	08/29/2022	35322	Courtney Hanson	08152022	99-01-1077	Refund - overpayment #22-7484	25.00
Total 35322:							25.00
08/22	08/29/2022	35323	CPS DISTRIBUTORS, INC	0007693145-	01-45-5363	Weed Control	619.27
Total 35323:							619.27
08/22	08/29/2022	35324	CRIBARI LAW FIRM, P.C.	06002022	01-48-5455	Prosecuting Attorney 6/22	3,367.00
Total 35324:							3,367.00
08/22	08/29/2022	35325	Denali Water Solutions LLc	INV334817	06-47-5231	Sludge Disposal	4,414.34
08/22	08/29/2022	35325	Denali Water Solutions LLc	INV337172	06-47-5231	Sludge Disposal	1,303.96
08/22	08/29/2022	35325	Denali Water Solutions LLc	INV338291	06-47-5231	Sludge Disposal	1,366.12
Total 35325:							7,084.42
08/22	08/29/2022	35326	Ditesco LLC	2022-302	09-51-5500	Bean Plant/Community Center	6,018.13
08/22	08/29/2022	35326	Ditesco LLC	2022-303	09-50-5511	PW Facility	9,428.00
Total 35326:							15,446.13
08/22	08/29/2022	35327	DRCOG	023855	01-40-5331	Pmt 22-23 1st half	850.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 35327:							850.00
08/22	08/29/2022	35328	Escreen Inc	11753-647	01-44-5331	Membership renewal	100.00
Total 35328:							100.00
08/22	08/29/2022	35329	Ewing Irrigation Products Inc	17445380	01-45-5215	Trail at Ponds	4,051.07
Total 35329:							4,051.07
08/22	08/29/2022	35330	Extreme Canopy	DO42113	01-49-5260	Tents, Covers, Side Walls, Covers w/ Wh	3,445.00
Total 35330:							3,445.00
08/22	08/29/2022	35331	Felsburg Holt & Ullevig	34577	14-40-5500	Professional Services for July 2022 - Proj	54,146.13
Total 35331:							54,146.13
08/22	08/29/2022	35332	Fit For You Mead	1009	01-49-5265	Senior Exercise	174.00
Total 35332:							174.00
08/22	08/29/2022	35333	Fox Tuttle Transportation Group	19021-41A	01-02-2615	Buffalo Highlands - Task 20	500.00
Total 35333:							500.00
08/22	08/29/2022	35334	FRONTIER SELF STORAGE	090122	01-40-5700	Storage	100.00
Total 35334:							100.00
08/22	08/29/2022	35335	Garretson's Sports Center	6248	01-49-5260	Staff Shirts	2,056.50
08/22	08/29/2022	35335	Garretson's Sports Center	6258	01-44-5203	Seasonal Misc clothing - Jake ($328.50)	763.50
Total 35335:							2,820.00
08/22	08/29/2022	35336	Graves Consulting LLC	080122	01-40-5401	2022 Comp Study - 2nd pmt	5,700.00
Total 35336:							5,700.00
08/22	08/29/2022	35337	GRC Consulting Inc	11741	04-44-5360	Street Sweeping	2,520.00
Total 35337:							2,520.00
08/22	08/29/2022	35338	GREELEY LOCK AND KEY	0000016994	01-40-5215	Door upgrades to PD building	12,038.27
08/22	08/29/2022	35338	GREELEY LOCK AND KEY	0000017959	01-40-5215	Push Arm Auto Operator Kit and Install	3,675.58
Total 35338:							15,713.85
08/22	08/29/2022	35339	GREEN MILL SPORTSMAN CLU	129	01-42-5330	Shooting Range - Police	150.00
Total 35339:							150.00
08/22	08/29/2022	35340	Interior Concepts of Denver	8013	09-50-5511	Resolution #06-R-2022	65,560.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 35340:							65,560.00
08/22	08/29/2022	35341	International Business Information	INV-000994	01-42-5201	Computers/Tech	1,280.00
Total 35341:							1,280.00
08/22	08/29/2022	35342	Invision GIS, LLC	2073	01-44-5201	GIS updates	923.75
Total 35342:							923.75
08/22	08/29/2022	35343	JARVIS	5569	01-49-5260	Rec Software Fees	251.45
Total 35343:							251.45
08/22	08/29/2022	35344	Jeannine Reed	08112022	01-43-5700	DRC Food; 1/2 & 1/2 creamer for office K	49.72
08/22	08/29/2022	35344	Jeannine Reed	082022	01-43-5331	Notary Renewal - reimbursement	10.00
Total 35344:							59.72
08/22	08/29/2022	35345	Jeff Wingo	08152022	01-49-5262	concert perfomance	1,450.00
Total 35345:							1,450.00
08/22	08/29/2022	35346	Justin Erickson	08122022	99-01-1077	Refund - overpayment #22-7486	25.00
Total 35346:							25.00
08/22	08/29/2022	35347	Kaitlyn Newbanks	07312022	01-49-5260	Ice purchase for Recreation	16.00
Total 35347:							16.00
08/22	08/29/2022	35348	KENYON P. JORDAN PHD	2407-4	01-42-5075	Psych Assessment - Lima	275.00
Total 35348:							275.00
08/22	08/29/2022	35349	Kimball Midwest	100161512	01-45-5210	Connectors, Cable Tie, Terminals, Cap S	218.06
Total 35349:							218.06
08/22	08/29/2022	35350	KISSINGER & FELLMAN PC	2834	01-90-8155	Broadband Attorney	1,242.50
Total 35350:							1,242.50
08/22	08/29/2022	35351	KLEEN-TECH SERVICES CORP	59414	01-40-5050	Janitorial Services	639.19
08/22	08/29/2022	35351	KLEEN-TECH SERVICES CORP	59414	01-42-5050	Janitorial Services	592.31
08/22	08/29/2022	35351	KLEEN-TECH SERVICES CORP	59414	01-44-5050	Janitorial Services	190.31
Total 35351:							1,421.81
08/22	08/29/2022	35352	KONICA MINOLTA BUSINESS S	281366758	01-40-5315	Copies	173.50
08/22	08/29/2022	35352	KONICA MINOLTA BUSINESS S	281743506	01-42-5315	Copies	67.80
08/22	08/29/2022	35352	KONICA MINOLTA BUSINESS S	281769789	01-40-5315	Copies	179.98
Total 35352:							421.28

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
08/22	08/29/2022	35353	KONICA MINOLTA PREMIER FIN	479658387	01-40-5315	Copier Lease	219.61
08/22	08/29/2022	35353	KONICA MINOLTA PREMIER FIN	479658387	01-42-5315	Copier Lease	96.12
Total 35353:							315.73
08/22	08/29/2022	35354	Krische Construction, Inc	21086 12	09-50-5511	Mead Public Works	217,926.10
08/22	08/29/2022	35354	Krische Construction, Inc	21086 12	09-02-2005	Mead Public Works	10,896.32-
Total 35354:							207,029.78
08/22	08/29/2022	35355	Kyle McGlochlin	08122022.2	99-01-1077	Refund - overpayment #22-7921	25.00
Total 35355:							25.00
08/22	08/29/2022	35356	LONGMONT HUMANE SOCIETY	ME073122	01-42-5346	Animal Impounds	1,710.00
Total 35356:							1,710.00
08/22	08/29/2022	35357	MAC EQUIPMENT INC	403628	01-45-5254	tools	881.84
Total 35357:							881.84
08/22	08/29/2022	35358	MAIN STREET MAT COMPANY	129034	01-40-5210	Mat svs	60.36
08/22	08/29/2022	35358	MAIN STREET MAT COMPANY	131157	01-40-5210	Mat svs	60.36
Total 35358:							120.72
08/22	08/29/2022	35359	MASTER AUTO GLASS, INC.	1-18076	01-42-5216	Windshield Tint - 2011 Exped VIN32719	534.69
Total 35359:							534.69
08/22	08/29/2022	35360	Matrix Dog LLC	08112022	01-02-2308	Deposit for Temp Use Permit Event	500.00
Total 35360:							500.00
08/22	08/29/2022	35361	MICHOW COX & MCASKIN LLP	JULY 2022 -	01-40-5400	Legal Services - July 2022	14,725.00
08/22	08/29/2022	35361	MICHOW COX & MCASKIN LLP	JULY 2022 -	06-40-5400	Legal Services - July 2022	775.00
08/22	08/29/2022	35361	MICHOW COX & MCASKIN LLP	MEAD.JUL20	01-02-2615	Access 25 (292)	1,387.50
08/22	08/29/2022	35361	MICHOW COX & MCASKIN LLP	MEAD.JUL20	01-02-2615	Postle (292)	370.00
08/22	08/29/2022	35361	MICHOW COX & MCASKIN LLP	MEAD.JUL20	01-02-2615	Turion (277)	8,795.75
08/22	08/29/2022	35361	MICHOW COX & MCASKIN LLP	MEAD.JUL20	01-02-2615	Grand Meadow (306)	967.50
08/22	08/29/2022	35361	MICHOW COX & MCASKIN LLP	MEAD.JUL20	01-02-2615	Buffalo Highlands (321)	776.25
08/22	08/29/2022	35361	MICHOW COX & MCASKIN LLP	MEAD.JUL20	01-02-2615	Sugar Beet (323)	3,091.50
08/22	08/29/2022	35361	MICHOW COX & MCASKIN LLP	MEAD.JUL20	01-02-2615	Agfinity (282)	1,372.50
08/22	08/29/2022	35361	MICHOW COX & MCASKIN LLP	MEAD.JUL20	01-02-2615	Mead Place (45)	1,122.50
08/22	08/29/2022	35361	MICHOW COX & MCASKIN LLP	MEAD.JUL20	01-02-2615	QuickTrip (294)	268.75
08/22	08/29/2022	35361	MICHOW COX & MCASKIN LLP	MEAD.JUL20	01-02-2615	Waterfront (307)	1,219.00
08/22	08/29/2022	35361	MICHOW COX & MCASKIN LLP	MEAD.JUL20	01-02-2615	Raterink (302)	206.25
08/22	08/29/2022	35361	MICHOW COX & MCASKIN LLP	MEAD.JUL20	01-02-2615	Red Barn (298)	90.00
08/22	08/29/2022	35361	MICHOW COX & MCASKIN LLP	MEAD.JUL20	01-02-2615	Specialty Products (322)	382.50
08/22	08/29/2022	35361	MICHOW COX & MCASKIN LLP	MEAD.JUL20	01-02-2615	Schulz (292)	157.50
08/22	08/29/2022	35361	MICHOW COX & MCASKIN LLP	MEAD.JUL20	01-40-5400	Outside Council	375.00
08/22	08/29/2022	35361	MICHOW COX & MCASKIN LLP	MEAD.JUL20	01-40-5400	Mileage	61.88
Total 35361:							36,144.38

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
08/22	08/29/2022	35362	Minuteman Press	4497	01-42-5210	Business Cards - Dustin	67.70
08/22	08/29/2022	35362	Minuteman Press	4553	01-42-5210	Business cards, Cramblet/Hansen	135.40
08/22	08/29/2022	35362	Minuteman Press	4605	01-41-5841	BOT Letter	1,734.80
08/22	08/29/2022	35362	Minuteman Press	4606	01-41-5841	BOT Letter	258.81
08/22	08/29/2022	35362	Minuteman Press	4607	01-41-5841	BOT Letter	777.35
08/22	08/29/2022	35362	Minuteman Press	4610	01-42-5210	Business Cards - Rollins/Lima	135.40
Total 35362:							3,109.46
08/22	08/29/2022	35363	MJT Communications	13606	01-40-5201	Computer Consulting	1,042.00
Total 35363:							1,042.00
08/22	08/29/2022	35364	MOTOROLA SOLUTIONS INC.	8281410790	01-42-5255	Remote Speaker Microphone	312.21
Total 35364:							312.21
08/22	08/29/2022	35365	NEOGOV	INV-22981	01-40-5075	2022 Subscription	750.00
Total 35365:							750.00
08/22	08/29/2022	35366	NEXTRUST INC.	332435	06-40-5205	Sewer Bills	362.58
08/22	08/29/2022	35366	NEXTRUST INC.	332435	06-40-5410	Sewer Bills	170.62
Total 35366:							533.20
08/22	08/29/2022	35367	Northstar Concrete Inc.	072022	04-44-5215	Mead Concrete Removal & Replacement	74,238.00
08/22	08/29/2022	35367	Northstar Concrete Inc.	072022	04-02-2005	Mead Concrete Removal & Replacement	3,711.90-
Total 35367:							70,526.10
08/22	08/29/2022	35368	O.J. WATSON EQUIPMENT	0102964-IN	01-44-5364	Jacks for Plows - some parts	420.00
Total 35368:							420.00
08/22	08/29/2022	35369	OCCUPATIONAL HEALTH CENT	15825734	01-42-5075	Physical for Lima and Rollins	1,605.00
Total 35369:							1,605.00
08/22	08/29/2022	35370	Platte River Power Authority	7948	09-50-5511	Crossing License Fee	750.00
Total 35370:							750.00
08/22	08/29/2022	35371	Prairie Mountian Media	0000314880	01-41-5340	Published Notices for June 2022	162.24
08/22	08/29/2022	35371	Prairie Mountian Media	0000318270	01-41-5340	Published Notices	179.54
08/22	08/29/2022	35371	Prairie Mountian Media	0000318270	01-02-2615	Published Notices - #308	31.03
Total 35371:							372.81
08/22	08/29/2022	35372	REXEL	S134150299.	01-42-5215	120V WHT AC SW; Toggle SW PLT	1.53
Total 35372:							1.53
08/22	08/29/2022	35373	Safebuilt	088022-IN	01-43-5460	Plan Review/ Permit Inspection	49,790.09

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 35373:							49,790.09
08/22	08/29/2022	35374	Shelby Hammond	08152022.1	99-01-1077	Refund - overpayment #22-7478	25.00
Total 35374:							25.00
08/22	08/29/2022	35375	SpeakWrite LLC	20220701-09	01-42-5210	Multi Speaker	99.83
Total 35375:							99.83
08/22	08/29/2022	35376	STAGEDROP LLC	130943	18-52-5500	Replacement panels stage	1,220.99
Total 35376:							1,220.99
08/22	08/29/2022	35377	STAPLES ADVANTAGE	8067074116	01-40-5416	Passport Camera Ink	57.16
08/22	08/29/2022	35377	STAPLES ADVANTAGE	8067074116	01-40-5200	Office Supplies	28.71
08/22	08/29/2022	35377	STAPLES ADVANTAGE	8067074116	01-40-5210	Misc. Operating Supplies	65.63
Total 35377:							151.50
08/22	08/29/2022	35378	STERLING TALENT SOLUTIONS	9055457	01-40-5075	Background Checks - Boaz	108.62
08/22	08/29/2022	35378	STERLING TALENT SOLUTIONS	9055457	01-42-5075	Background Checks - Pasillas	58.88
Total 35378:							167.50
08/22	08/29/2022	35379	THE HARTFORD-GROUP BENE	9247041049	01-40-5066	STD / LTD Insurance 8/22	152.65
08/22	08/29/2022	35379	THE HARTFORD-GROUP BENE	9247041049	01-41-5066	STD / LTD Insurance 8/22	7.05
08/22	08/29/2022	35379	THE HARTFORD-GROUP BENE	9247041049	01-42-5066	STD / LTD Insurance 8/22	316.12
08/22	08/29/2022	35379	THE HARTFORD-GROUP BENE	9247041049	01-43-5066	STD / LTD Insurance 8/22	172.40
08/22	08/29/2022	35379	THE HARTFORD-GROUP BENE	9247041049	01-44-5066	STD / LTD Insurance 8/22	143.23
08/22	08/29/2022	35379	THE HARTFORD-GROUP BENE	9247041049	01-45-5066	STD / LTD Insurance 8/22	141.62
08/22	08/29/2022	35379	THE HARTFORD-GROUP BENE	9247041049	01-47-5066	STD / LTD Insurance 8/22	185.24
08/22	08/29/2022	35379	THE HARTFORD-GROUP BENE	9247041049	01-48-5066	STD / LTD Insurance 8/22	28.22
08/22	08/29/2022	35379	THE HARTFORD-GROUP BENE	9247041049	01-49-5066	STD / LTD Insurance 8/22	76.32
08/22	08/29/2022	35379	THE HARTFORD-GROUP BENE	9247041049	06-40-5066	STD / LTD Insurance 8/22	80.53
08/22	08/29/2022	35379	THE HARTFORD-GROUP BENE	9247041049	20-40-5066	STD / LTD Insurance 8/22	72.11
Total 35379:							1,375.49
08/22	08/29/2022	35380	Tracker Products LLC	TPINV-00369	01-42-5201	SAFE Cloud Based CAL Lic x2	6,681.05
Total 35380:							6,681.05
08/22	08/29/2022	35381	Tradesman Elevator	10580	01-40-5215	Maintenance & Annual Test	456.25
Total 35381:							456.25
08/22	08/29/2022	35382	UNITED POWER	12650701 8.	01-45-5305	Adjustment to Aug/2022 invoices	5.00-
08/22	08/29/2022	35382	UNITED POWER	12952800 8.	01-45-5305	Adjustment to Aug/2022 invoices	5.00-
08/22	08/29/2022	35382	UNITED POWER	14305100 8.	06-47-5305	Adjustment to Aug/2022 invoices	58.13
08/22	08/29/2022	35382	UNITED POWER	16836300 8.	01-45-5305	Adjustment to Aug/2022 invoices	4.69-
08/22	08/29/2022	35382	UNITED POWER	16909300 8.	01-45-5305	Adjustment to Aug/2022 invoices	5.10-
08/22	08/29/2022	35382	UNITED POWER	17159100 8.	01-45-5305	Adjustment to Aug/2022 invoices	2.96-
08/22	08/29/2022	35382	UNITED POWER	17618300 8.	01-40-5305	Adjustment to Aug/2022 invoices	65.91
08/22	08/29/2022	35382	UNITED POWER	1777000 8.3.	01-45-5305	Adjustment to Aug/2022 invoices	1.38-

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
08/22	08/29/2022	35382	UNITED POWER	18949400 8.	01-42-5305	Adjustment to Aug/2022 invoices	41.39
08/22	08/29/2022	35382	UNITED POWER	6753101 8.3.	01-45-5305	Adjustment to Aug/2022 invoices	5.10-
08/22	08/29/2022	35382	UNITED POWER	83701 8.3.22	01-44-5305	Adjustment to Aug/2022 invoices	24.27
08/22	08/29/2022	35382	UNITED POWER	93602 8.3.22	06-47-5305	Adjustment to Aug/2022 invoices	5.02-
Total 35382:							155.45
08/22	08/29/2022	35383	Utility Notification Center of Color	222070923	06-47-5392	Line locates 7.2022	343.20
Total 35383:							343.20
08/22	08/29/2022	35384	VECCHI & ASSOCIATES LLC	3155	01-43-5410	Planning consultant	548.99
08/22	08/29/2022	35384	VECCHI & ASSOCIATES LLC	3155	01-02-2615	Planning consultant	10,817.50
Total 35384:							11,366.49
08/22	08/29/2022	35385	VECTOR DISEASE CONTROL	PI-A0001131	01-45-5348	Pest Contol - Mosquito Control Svs	4,131.05
Total 35385:							4,131.05
08/22	08/29/2022	35386	VERIZON WIRELESS	9912902724	01-40-5300	Wireless bill	40.01
08/22	08/29/2022	35386	VERIZON WIRELESS	9912902724	01-42-5300	Wireless bill	61.52
08/22	08/29/2022	35386	VERIZON WIRELESS	9912902724	01-43-5300	Wireless bill	101.68
08/22	08/29/2022	35386	VERIZON WIRELESS	9912902724	01-44-5300	Wireless bill	196.21
08/22	08/29/2022	35386	VERIZON WIRELESS	9912902724	01-47-5300	Wireless bill	160.04
08/22	08/29/2022	35386	VERIZON WIRELESS	9912902724	01-48-5300	Wireless bill	50.85
08/22	08/29/2022	35386	VERIZON WIRELESS	9912902724	06-40-5300	Wireless bill	40.01
08/22	08/29/2022	35386	VERIZON WIRELESS	9912902725	01-42-5300	Wireless bill	1,274.43
Total 35386:							1,924.75
08/22	08/29/2022	35387	Voiance Language Services LLC	2022036755	01-42-5210	OPI Interpretation Services	39.33
Total 35387:							39.33
08/22	08/29/2022	35388	Wear Parts & Equipment Co, Inc	35954	01-44-5364	Plow Blades - New Single axel	1,499.33
Total 35388:							1,499.33
08/22	08/29/2022	35389	WELD COUNTY PUBLIC SAFET	MEADPD-08	01-42-5331	2022 Token Refresh	338.86
08/22	08/29/2022	35389	WELD COUNTY PUBLIC SAFET	MEADPD-20	01-42-5343	Agency Support	1,412.82
08/22	08/29/2022	35389	WELD COUNTY PUBLIC SAFET	MEADPD-20	01-42-5343	Spillman RMS Maint.	1,163.23
Total 35389:							2,914.91
08/22	08/29/2022	35390	WELD COUNTY SHERIFF'S OFF	2444 072022	01-42-5347	Detention Center - 85950 - Gray, Brooke	30.30
Total 35390:							30.30
08/22	08/29/2022	35391	WHITE BEAR ANKELE TANAKA	23303	20-40-5400	MURA Legal	164.00
Total 35391:							164.00
08/22	08/29/2022	35392	Wickham Tractor Company	EE03146	01-47-5215	Skid Loader, Pallet Forks, Bucket - Reso	54,796.67
08/22	08/29/2022	35392	Wickham Tractor Company	IE15954	01-44-5216	PW21 - Glass and Weatherstrip	220.89
08/22	08/29/2022	35392	Wickham Tractor Company	IE16052	01-44-5216	PW 21 - Gauge, Oil	44.34-

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 35392:							54,973.22
08/22	08/29/2022	35393	Ziggi's Coffee	2366	99-01-1076	Refund balance on developer acct #284	9,166.50
Total 35393:							9,166.50
08/22	08/19/2022	81922100	SAMSCLUB	4230 080220	01-40-5200	Supplies	43.82
08/22	08/19/2022	81922100	SAMSCLUB	4230 080220	01-40-5200	Supplies	1.28-
08/22	08/19/2022	81922100	SAMSCLUB	4230 080220	01-40-5210	Supplies	203.74
08/22	08/19/2022	81922100	SAMSCLUB	4230 080220	01-45-5210	Supplies	75.96
08/22	08/19/2022	81922100	SAMSCLUB	4230 080220	01-49-5262	Supplies	131.28
Total 81922100:							453.52
08/22	08/29/2022	82922100	PINNACOL ASSURANCE	20989598	01-02-2312	Worker's Comp	6,288.48
08/22	08/29/2022	82922100	PINNACOL ASSURANCE	20989598	06-02-2312	Worker's Comp	231.46
08/22	08/29/2022	82922100	PINNACOL ASSURANCE	20989598	20-02-2312	Worker's Comp	79.06
Total 82922100:							6,599.00
08/22	08/29/2022	82922101	Pitney Bowes Inc	2069390960	01-40-5205	Postage	600.00
Total 82922101:							600.00
08/22	08/29/2022	82922102	TDS	6545 0822	01-40-5325	Internet	457.30
Total 82922102:							457.30
Grand Totals:							895,509.24

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-02-2000	145.54	326,058.17-	325,912.63-
01-02-2308	500.00	.00	500.00
01-02-2310	41,807.58	.00	41,807.58
01-02-2312	6,288.48	.00	6,288.48
01-02-2615	31,556.03	.00	31,556.03
01-40-5050	639.19	.00	639.19
01-40-5066	152.65	.00	152.65
01-40-5068	155.00	.00	155.00
01-40-5075	858.62	.00	858.62
01-40-5200	72.53	1.28-	71.25
01-40-5201	1,858.20	.00	1,858.20
01-40-5205	600.00	.00	600.00
01-40-5210	390.09	.00	390.09
01-40-5215	16,170.10	.00	16,170.10
01-40-5300	115.87	.00	115.87
01-40-5305	65.91	.00	65.91
01-40-5315	573.09	.00	573.09
01-40-5320	1,496.39	.00	1,496.39
01-40-5325	457.30	.00	457.30

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
01-40-5331	850.00	.00	850.00
01-40-5400	15,161.88	.00	15,161.88
01-40-5401	5,700.00	.00	5,700.00
01-40-5416	57.16	.00	57.16
01-40-5700	100.00	.00	100.00
01-41-5066	7.05	.00	7.05
01-41-5320	598.55	.00	598.55
01-41-5340	341.78	.00	341.78
01-41-5700	51.55	.00	51.55
01-41-5841	2,770.96	.00	2,770.96
01-42-5050	592.31	.00	592.31
01-42-5066	316.12	.00	316.12
01-42-5075	2,464.03	.00	2,464.03
01-42-5201	8,109.45	.00	8,109.45
01-42-5210	477.66	.00	477.66
01-42-5215	1.53	.00	1.53
01-42-5216	1,520.48	.00	1,520.48
01-42-5254	815.29	.00	815.29
01-42-5255	380.01	.00	380.01
01-42-5300	1,335.95	.00	1,335.95
01-42-5305	41.39	.00	41.39
01-42-5315	163.92	.00	163.92
01-42-5320	8,879.76	.00	8,879.76
01-42-5330	2,432.00	.00	2,432.00
01-42-5331	338.86	.00	338.86
01-42-5332	1,714.00	.00	1,714.00
01-42-5343	2,576.05	.00	2,576.05
01-42-5346	1,710.00	.00	1,710.00
01-42-5347	30.30	.00	30.30
01-43-5066	172.40	.00	172.40
01-43-5300	101.68	.00	101.68
01-43-5320	2,394.22	.00	2,394.22
01-43-5331	10.00	.00	10.00
01-43-5410	548.99	.00	548.99
01-43-5460	49,790.09	.00	49,790.09
01-43-5700	49.72	.00	49.72
01-44-5050	190.31	.00	190.31
01-44-5066	143.23	.00	143.23
01-44-5201	923.75	.00	923.75
01-44-5203	763.50	.00	763.50
01-44-5216	306.87	115.03-	191.84
01-44-5255	123.96	.00	123.96
01-44-5300	196.21	.00	196.21
01-44-5305	24.27	.00	24.27
01-44-5320	7,481.93	.00	7,481.93
01-44-5331	100.00	.00	100.00
01-44-5364	1,919.33	.00	1,919.33
01-45-5066	141.62	.00	141.62
01-45-5210	294.02	.00	294.02
01-45-5215	4,051.07	.00	4,051.07
01-45-5254	881.84	.00	881.84
01-45-5305	.00	29.23-	29.23-
01-45-5320	2,992.77	.00	2,992.77
01-45-5348	4,131.05	.00	4,131.05
01-45-5363	619.27	.00	619.27
01-47-5066	185.24	.00	185.24
01-47-5215	54,796.67	.00	54,796.67

GL Account	Debit	Credit	Proof
01-47-5216	224.37	.00	224.37
01-47-5300	160.04	.00	160.04
01-47-5320	1,496.39	.00	1,496.39
01-48-5066	28.22	.00	28.22
01-48-5201	148.40	.00	148.40
01-48-5300	50.85	.00	50.85
01-48-5320	598.55	.00	598.55
01-48-5455	3,367.00	.00	3,367.00
01-49-5066	76.32	.00	76.32
01-49-5260	6,833.00	.00	6,833.00
01-49-5261	3,053.95	.00	3,053.95
01-49-5262	9,581.28	.00	9,581.28
01-49-5265	174.00	.00	174.00
01-49-5320	2,394.22	.00	2,394.22
01-90-8155	1,242.50	.00	1,242.50
04-02-2000	3,711.90	77,258.00-	73,546.10-
04-02-2005	.00	3,711.90-	3,711.90-
04-44-5215	74,738.00	.00	74,738.00
04-44-5360	2,520.00	.00	2,520.00
05-02-2000	.00	39,825.00-	39,825.00-
05-45-5506	39,825.00	.00	39,825.00
06-02-2000	120.02	15,757.08-	15,637.06-
06-02-2310	1,803.74	.00	1,803.74
06-02-2312	231.46	.00	231.46
06-40-5066	80.53	.00	80.53
06-40-5201	371.00	.00	371.00
06-40-5205	362.58	.00	362.58
06-40-5300	40.01	.00	40.01
06-40-5320	1,496.39	.00	1,496.39
06-40-5400	775.00	.00	775.00
06-40-5410	170.62	.00	170.62
06-47-5231	7,084.42	.00	7,084.42
06-47-5305	58.13	5.02-	53.11
06-47-5392	343.20	.00	343.20
06-47-5393	2,940.00	115.00-	2,825.00
09-02-2000	10,896.32	300,060.95-	289,164.63-
09-02-2005	.00	10,896.32-	10,896.32-
09-45-5491	378.72	.00	378.72
09-50-5511	293,664.10	.00	293,664.10
09-51-5500	6,018.13	.00	6,018.13
14-02-2000	2,111.76	133,367.69-	131,255.93-
14-02-2005	36,986.37	2,111.76-	34,874.61
14-40-5500	96,381.32	.00	96,381.32
18-02-2000	.00	1,220.99-	1,220.99-
18-52-5500	1,220.99	.00	1,220.99
20-02-2000	.00	2,962.40-	2,962.40-
20-02-2310	2,048.68	.00	2,048.68
20-02-2312	79.06	.00	79.06
20-40-5066	72.11	.00	72.11
20-40-5320	598.55	.00	598.55
20-40-5400	164.00	.00	164.00
99-01-1076	15,859.50	.00	15,859.50
99-01-1077	125.00	.00	125.00
99-02-2000	.00	15,984.50-	15,984.50-
Grand Totals:	929,480.32	929,480.32-	.00

M = Manual Check, V = Void Check

Report Criteria:
Report type: GL detail

Agenda Item Summary

MEETING DATE:	August 29, 2022
SUBJECT:	**Resolution No. 60-R-2022** – A Resolution of the Town of Mead, Colorado, Authorizing Negotiations for the Acquisition of Certain Interests in Real Property and Improvements for Public Wastewater Utility Purposes and Authorizing Eminent Domain Proceedings to Acquire Same If and As Necessary
PRESENTED BY:	Marcus McAskin, Town Attorney

SUMMARY

Resolution No. 60-R-2022 ("Resolution") delegates authority to the Town Manager to move forward with and finalize negotiations to acquire an existing lift station and related real property interests (together, the "Lift Station Property") currently owned by WCR 34 & HWY 25-220, LLC, a Colorado limited liability company ("Owner").

The Lift Station Property is generally located on a portion of Lot 5, Block 1, Raterink Mixed-Use Subdivision Final Plat.

The Town has initiated preliminary discussions with the Owner to acquire the Lift Station Property on terms acceptable to both parties.

The Town is pursuing the acquisition of the Lift Station Property pursuant to its authority and obligations to manage, maintain, care for, and operate the wastewater collection and treatment facilities of the Town. The Lift Station is a wastewater collection improvement that is connected to the Town's wastewater utility and was designed and intended to provide service to a number of parcels within the Town.

The Town's acquisition of the Lift Station Property will protect the public health, safety and welfare by ensuring that the lift station is available to provide wastewater utility services to the parcels that it is capable of serving without any unreasonable delays or interference with those public services.

If the Resolution is approved, Town staff, in coordination with the Town Attorney and the Town's special eminent domain counsel, will continue negotiations with the Owner to acquire the Lift Station Property. In the event that good faith negotiations are successful, the Resolution also authorizes the Town Manager to schedule and conduct a closing with the Owner and take such other actions as are necessary to effect the transfer of the Lift Station Property from the Owner to the Town. The Resolution authorizes the initiation of eminent domain proceedings only if good faith negotiations are unsuccessful.

FINANCIAL CONSIDERATIONS

The costs to the Town related to approval of the Resolution may include the costs for purchasing the Lift Station Property from the Owner, which cost has not been finally determined. Additional costs include assistance from the Town's special eminent domain counsel on an as-needed basis.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends approval of the Resolution. A motion to approve the consent agenda will approve the Resolution. If the Board decides to remove this item from the consent agenda for questions or additional discussion, staff recommends the following motion:

> "I move to approve Resolution No. 60-R-2022, A Resolution of the Town of Mead, Colorado, Authorizing Negotiations for the Acquisition of Certain Interests in Real Property and Improvements for Public Wastewater Utility Purposes and Authorizing Eminent Domain Proceedings to Acquire the Same If and As Necessary."

ATTACHMENTS

Resolution No. 60-R-2022

TOWN OF MEAD, COLORADO
RESOLUTION NO. 60-R-2022

A RESOLUTION OF THE TOWN OF MEAD, COLORADO, AUTHORIZING NEGOTIATIONS FOR THE ACQUISITION OF CERTAIN INTERESTS IN REAL PROPERTY AND IMPROVEMENTS FOR PUBLIC WASTEWATER UTILITY PURPOSES AND AUTHORIZING EMINENT DOMAIN PROCEEDINGS TO ACQUIRE THE SAME IF AND AS NECESSARY

WHEREAS, the Town of Mead, Colorado ("Town") possesses the power of eminent domain pursuant to the provisions of Colorado law including but not limited to Sections 38-1-202(1)(e) and 38-6-101 of the Colorado Revised Statutes ("C.R.S."); and

WHEREAS, C.R.S. § 38-6-101 authorizes the Town to exercise its eminent domain powers after passage of a resolution or ordinance to acquire or establish any public work or public improvement; and

WHEREAS, C.R.S. § 31-35-402(1)(a) authorizes the Town to exercise its eminent domain powers to acquire by gift, purchase, lease, or exercise of the right of eminent domain sewerage facilities along with lands, easements, and rights in land in connection therewith; and

WHEREAS, in 1993, the Town adopted Ordinance No. 234, codified in Chapter 13, Article I of the Town's Municipal Code, to establish a municipal wastewater utility for the purpose of the management, maintenance, care and operation of the wastewater collection and treatment facilities of the Town; and

WHEREAS, pursuant to Ordinance No. 234, the Town has the power to provide for the prudent, efficient, and economical management and protection of its wastewater utility; and

WHEREAS, WCR 34 & HWY 25-220, LLC, a Colorado limited liability company or its successor or assign ("Owner"), owns a lift station and related improvements and facilities generally located in a portion of LOT 5, BLOCK 1, RATERINK MIXED-USE SUBDIVISION FINAL PLAT (north of Weld County Road 34) (the "Lift Station"); and

WHEREAS, the Lift Station is a wastewater improvement connected to the Town's wastewater utility that was designed and intended to serve multiple parcels of property within the Town and was constructed pursuant to Subdivision Improvement Agreements dated September 30, 2019 and recorded on November 19, 2022 at Reception No. 4542530 (the "Owner SIA") and Reception No. 4542533 of the Weld County real property records; and

WHEREAS, pursuant to the terms of the Owner SIA, the Owner is required to transfer the ownership and operation of the Lift Station to a Title 32 metropolitan district having the property on which the Lift Station is located within its service area boundaries, a commercial property owners association formed by the Owner ("Commercial POA"), or another entity acceptable to the Town; and

WHEREAS, as of the date of this Resolution the Owner has failed to transfer the Lift Station to a Title 32 metropolitan district, a Commercial POA or another entity acceptable to the Town; and

WHEREAS, the Owner is prohibiting, delaying and/or unreasonably or improperly conditioning the ability of other parcels of property from connecting to and utilizing the Lift Station to obtain wastewater service; and

WHEREAS, the failure of the Owner to meet its obligations under the Owner SIA may interfere with the Town's ability to prudently, efficiently, and economically manage its wastewater utility and provide wastewater utility services to properties within the Town; and

WHEREAS, the failure of the Owner to meet its obligations under Owner SIA may not be timely, fully or properly remedied by the payment of damages; and

WHEREAS, the Board of Trustees ("Board") has therefore determined that it is necessary for the Town to acquire fee simple title to the Lift Station improvements and facilities and the associated real property interests (collectively, the "Lift Station Property") for public uses and purposes, including the prudent, efficient, and economical management of its wastewater utility and provision of wastewater services to those portions of the Town able to be served by the Lift Station; and

WHEREAS, the Board recognizes that the taking of private property for a public purpose is a serious action that should be invoked only after careful consideration of its effect on the rights of affected property owners; and

WHEREAS, the Board finds and determines that acquisition of the Lift Station Property is necessary for public uses and public purposes and for the continued health, safety, and welfare of the residents and taxpayers 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. Delegation of Authority for Negotiations. The Town's special eminent domain counsel, in coordination with the Town Attorney and the Town Manager (together, the "Negotiators"), shall be authorized to conduct good faith negotiations with the Owner of the Lift Station in accordance with applicable law and to make offers of just compensation to the Owner for the voluntary acquisition of clear title to the Lift Station Property subject only to those title encumbrances that the Negotiators determine are consistent and will not interfere with the Town's intended use of the Lift Station and Lift Station Property. In the event that good faith negotiations are successful, the Town Manager shall be authorized to schedule and conduct a closing with the Owner and take such other actions as are necessary to effect the transfer of the Lift Station and Lift Station Property from the Owner to the Town.

Section 3. Compensation. If compensation to be paid for the Lift Station and Lift Station Property cannot be agreed upon by the interested parties, or in case the Owner is incapable of consenting or incapable of providing clear title to the Lift Station Property, then the Town's special eminent domain counsel, in coordination with the Town Attorney, shall be authorized to institute and prosecute to conclusion such proceedings as are available under Article 1 or Article 6 of Title 38, C.R.S., through the exercise of the power of eminent domain. Through the eminent domain

proceedings, the Town's special eminent domain counsel and the Town Attorney may seek to acquire clear title to the Lift Station Property, subject only to those title encumbrances that the Negotiators find are consistent and will not interfere with the Town's intended use of the Lift Station and Lift Station Property. In the event that acquisition by eminent domain is deemed necessary, the Town's special eminent domain counsel and the Town Attorney shall be authorized to request immediate possession of the Lift Station and Lift Station Property in furtherance of the purpose of this Resolution.

Section 4. The Town Manager shall be authorized to employ all necessary persons for the acquisition of the Lift Station and Lift Station Property, whether through negotiation or through the exercise of the power of eminent domain, including special eminent domain counsel, appraisers, surveyors, engineers, and other experts as deemed necessary.

Section 5. The Town Manager, or her designee, shall have the authority to amend or modify the legal description of the Lift Station Property, the nature of the property interests to be acquired, and may delete or add parcels, improvements or facilities, or portions thereof, in whole or in part, as deemed necessary by the Town Manager, or her designee, in order to ensure that the Lift Station Property to be acquired by the Town is adequate to support the Town's intended ownership, use and operation of the Lift Station.

Section 6. The Town Manager shall be authorized to execute and the Town Clerk to attest any document necessary for the acquisition of the Lift Station and Lift Station Property. Following execution, the Town Clerk shall cause a copy of any deed(s) related to the Lift Station Property to be recorded in the real property records of Weld County, Colorado. If acquired by condemnation, the Town Attorney shall cause the final rule and order to be recorded in the real property records of Weld County, Colorado.

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 29TH DAY OF AUGUST, 2022.

ATTEST: **TOWN OF MEAD**

By: _____ By: _____
Mary E. Strutt, MMC, Town Clerk Colleen G. Whitlow, Mayor

Agenda Item Summary

MEETING DATE:	August 29, 2022
SUBJECT:	**Resolution No. 61-R-2022** – A Resolution of the Town of Mead, Colorado, Approving a Purchase Order for a New Holland WM120 Tractor and Mower in the Amount of Ninety-Two Thousand Two Hundred Dollars ($92,200.00)
PRESENTED BY:	Erika Rasmussen, Town Engineer/Public Works Director

SUMMARY

The Public Works Department is requesting the Board's approval to acquire a New Holland tractor and mower from Modern Farm Equipment, a Nebraska corporation (d/b/a High Plains New Holland) (the "Supplier").

This equipment will be used for a variety of landscaping and construction related tasks, including roadside mowing, weed control, snow and debris removal, and materials handling.

In accordance with the requirements of the Town's purchasing policy, three (3) quotes were obtained.

Wickham Tractor Co.	Kubota tractor (long lead time)	$ 71,026.61
Land Pride Implements	WTC Mower	$ 19,659.68
		$ 90,686.29
High Plains New Holland	**WM120 Tractor and Mower**	**$ 92,200.00**
4 Rivers Equipment	John Deere 5100E Tractor and Flex Wing Cutter	$105,026.67

The Public Works Department believes that the High Plains New Holland Tractor quote (for the WM120 Tractor and Mower) is best suited for the organization. The Public Works Department is recommending that the Board of Trustees approve a Resolution authorizing the issuance of a Purchase Order to acquire the equipment from the Supplier. The equipment is currently available in dealer stock.

FINANCIAL CONSIDERATIONS

The approved 2022 budget provides $100,000 for the purchase of a tractor and mower in the Streets Capital Outlay – Equipment fund (01-44-5502). The proposed purchase is under the budget at $92,200.00

New Holland WM 120 Workmaster	$68,100.00
New Holland BW 15.5D 15.5ft Mower	$21,000.00
48" Parallel Forks	$ 1,100.00
Freight	$ 2,000.00

Total	$92,200.00

STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the August 29, 2022 consent agenda will approve the Resolution (authorizing the acquisition of the equipment for the not-to-exceed price of $92,200.00).

If this item is pulled off of the consent agenda for questions or additional discussion, Town Staff recommends the following motion:

Suggested Motion:

"I move to approve Resolution No. 61-R-2022, a Resolution of the Town of Mead, Colorado, Approving a Purchase Order for a New Holland WM120 Tractor and Mower in the amount of Ninety-Two Thousand Two Hundred Dollars ($92,200.00)."

ATTACHMENTS

Resolution No. 61-R-2022
Purchase Order (**Exhibit 1** to Resolution)

TOWN OF MEAD, COLORADO
RESOLUTION NO. 61-R-2022

A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING A PURCHASE ORDER FOR A NEW HOLLAND WM120 TRACTOR AND MOWER IN THE AMOUNT OF NINETY-TWO THOUSAND TWO HUNDRED DOLLARS ($92,200.00)

WHEREAS, the Town of Mead desires to purchase a tractor and mower that will be used in various Public Works-related activities in the Town; and

WHEREAS, the Town of Mead appropriated one hundred thousand dollars and no cents ($100,000.00) for the purchase of a tractor and mower in the approved 2022 Town budget; and

WHEREAS, the Public Works Department is recommending that the equipment be acquired from Modern Farm Equipment, a Nebraska corporation (d/b/a High Plains New Holland) (the "Supplier") for a purchase price of **NINETY-TWO THOUSAND TWO HUNDRED DOLLARS ($92,200.00)**; and

WHEREAS, the Public Works Department secured a total of three (3) quotes for the equipment and is recommended acquisition of the equipment from the Supplier based on lead time and pricing; and

WHEREAS, the Board of Trustees desires to approve a Purchase Order with the Supplier to acquire the equipment, in substantially the form attached hereto as **Exhibit 1**.

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

Section 1. The Board of Trustees hereby: (a) approves the issuance of a Purchase Order for the tractor and mower in substantially the form attached hereto as **Exhibit 1**; (b) authorizes the Town Manager, or her designee, to execute the Purchase Order on behalf of the Town and to deliver the Purchase Order same to the Supplier once in final form; and (c) authorizes the Town Manager, or her designee, to take such other actions as necessary to ensure that the equipment is timely delivered to the Town.

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 29TH DAY OF AUGUST 2022.

ATTEST:

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

TOWN OF MEAD:

By: _____
Colleen G. Whitlow, Mayor

Exhibit 1- Purchase Order (New Holland WM120 tractor and mower)

PURCHASE ORDER

PO#: 22-XXXXX

DATE: XX/XX/XXXX

TO:
MODERN FARM EQUIPMENT
DBA/ HIGH PLAINS NEW HOLLAND
23295 US HWY 85
LA SALLE, CO 80645

SHIP TO:
TOWN OF MEAD
441 3RD ST.
PO BOX 626
MEAD, CO 80542

COMMENTS OR SPECIAL INSTRUCTIONS:
PER QU0TE

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	NEW HOLLAND WORKMASTER 120 CAB UNIT	$68,100.00	$68,100.00
	MODEL #WM 120 SERIAL#NH1596325 STK#369559		
	120 ENG HP, 100 PTO HP		
	INCLUDES LOADER AND 2 REAR REMOTES		
1	WOODS 15.5 FT. MOWER	$21,000.00	$21,000.00
	MODEL#BW15.50 SERIAL#10008545115001 STK#350607		
	FRONT AND REAR CHAINS		
1	PALLET FORKS 48” SERIAL#110955	$1,100.00	$1,100.00
		SUBTOTAL	**$90,200.00**
		SALES TAX	
		SHIPPING & HANDLING	2000.00
		TOTAL	**$92,200.00**

_____ _____
Approving Department Head Signature Date

_____ _____
Town Manager Approval Date

High Plains NEW HOLLAND

NEW HOLLAND AGRICULTURE | NEW HOLLAND CONSTRUCTION

EQUIPPED FOR A NEW WORLD™

FARM AND INDUSTRIAL EQUIPMENT SALES QUOTATION

Date: 08/11/2022

Customer Name: Town Of Mead / Bow

Address:

City: Mead State: Co Zip:

County: Phone:

QTY	Model	Machines and Attachments	Serial #	STK #	TOTAL $
1	WM 120	New Holland Workmaster 120 Cab unit	NH1596325	369559	
		120 Eng HP, 100 PTO HP			
		Includes Loader and 2 rear remotes			
		4X4 Drive			
		NJPA			$ 68,100.00
1	Bw15.50	Woods 15.5 ft Mower SN# 1000854 5115001		350607	
		Front and rear chains			
		540 PTO			
		NJPA			$ 21,000.00
1		48 IN pallett Forks	110955	853672/3	$ 1,100.00
				Subtotal:	

(MAKE CK TO High Plains New Holland)

Trade #	Trade Description	"As Is" Approval or Book Value	Over Allowance	Trade Allowance

Freight	2000.00
Handling	
State Tax	
City Tax	
Total Retail Price	
Less Trade Allowance	
Total Cash and/or Note	$ 92,200.00 Total

Customer Signature: X

Date: 8/11/22

Sales Person Signature: Gary Fernandes

Date: 8-11-22

Agenda Item Summary

MEETING DATE:	August 29, 2022
SUBJECT:	Resolution No. 62-R-2022 – A Resolution of the Town of Mead, Colorado, Approving a Purchase Order for a ProPass Topdresser and Aerator
PRESENTED BY:	Erika Rasmussen, Town Engineer/Public Works Director

SUMMARY

The Public Works Department is recommending the acquisition of a topdresser (used to distribute soil, seed and nutrients to turf areas) and an aerator from L.L. Johnson Distributing Company. These pieces of equipment will be used in various parks and recreational areas within the Town's boundaries.

The approved 2022 budget anticipated the purchase of a utility vehicle with on-board attachments that perform similar functions. However, due to recent unprecedented cost increases, the utility vehicle with attachments far exceeds the approved budget. Instead, Staff is proposing the pull-behind style topdresser, which can be towed with existing equipment, and the aerator is a stand-alone piece of equipment. Staff believes these will perform equally well, and they do fit within the approved budget for 2022.

The equipment will be procured utilizing Colorado Multiple Assembly of Procurement Officials (MAPO) pricing. MAPO is a cooperative public purchasing organization that holds competitively solicited cooperative contracts commonly required by local government agencies. Cooperative purchasing allows the Town to utilize competitive solicitations that meet or exceed local requirements and obtain the best pricing due to volume discounts. The Town's purchasing policy sets forth that the policy shall not apply if the purchase is able to piggy-back on a state bid award or another bid award where a public bid process has taken place.

FINANCIAL CONSIDERATIONS

The approved 2022 budget provides $55,000.00 for the purchase of the equipment in the Conservation Trust Fund Capital Outlay – Parks & Equipment (05-45-5506). This purchase of $37,910.96 worth of equipment (Topdresser and Aerator) is within the approved 2022 budget.

L.L. Johnson Distributing Company	ProPass 200 Topdresser	$23,267.50
L.L. Johnson Distributing Company	30" Stand on Aerator	$14,643.46
	Total	**$37,910.96**

STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the August 29, 2022 consent agenda will approve the Resolution (authorizing the acquisition of the equipment for the not-to-exceed price of $37,910.96).

If this item is pulled off of the consent agenda for questions or additional discussion, Town Staff recommends the following motion:

Suggested Motion:

"I move to approve Resolution 62-R-2022, a Resolution of the Town of Mead, Colorado, Approving a Purchase Order for the Purchase of a Top Dresser and Aerator in the amount of Thirty-Seven Thousand Nine Hundred Ten Dollars and Ninety-Six Cents ($37,910.96)."

ATTACHMENTS

Resolution No. 62-R-2022
Purchase Order (**Exhibit 1** to Resolution)

TOWN OF MEAD, COLORADO
RESOLUTION NO. 62-R-2022

A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING A PURCHASE ORDER FOR THE PURCHASE OF A TOPDRESSER AND AERATOR IN THE AMOUNT OF THIRTY-SEVEN THOUSAND NINE HUNDRED TEN DOLLARS AND NINETY-SIX CENTS ($37,910.96)

WHEREAS, the Town of Mead desires to purchase a top dresser and aerator that will be used in various parks and recreational areas within the Town; and

WHEREAS, the Town of Mead appropriated fifty-five thousand dollars and no cents ($55,000.00) for the purchase of a top dresser and aerator in the approved 2022 Town budget; and

WHEREAS, the Public Works Department is recommending that the equipment be acquired from Pattlen Enterprises, Inc., a Colorado corporation (d/b/a L.L. Johnson Distributing Company, Inc.) (the "Supplier") for a purchase price of **THIRTY-SEVEN THOUSAND NINE HUNDRED TEN DOLLARS AND NINETY-SIX CENTS ($37,910.96)**; and

WHEREAS, the purchase price was negotiated and determined utilizing Colorado Multiple Assembly of Procurement Officials (MAPO) pricing, a cooperative public purchasing organization that holds competitively solicited cooperative contracts commonly required by local government agencies; and

WHEREAS, the Board of Trustees desires to approve a Purchase Order with the Supplier to acquire the equipment, in substantially the form attached hereto as **Exhibit 1**.

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

Section 1. The Board of Trustees hereby: (a) approves the issuance of a Purchase Order for the top dresser and aerator in substantially the form attached hereto as **Exhibit 1**; (b) authorizes the Town Manager, or her designee, to execute the Purchase Order on behalf of the Town and to deliver the Purchase Order same to the Supplier once in final form; and (c) authorizes the Town Manager, or her designee, to take such other actions as necessary to ensure that the equipment is timely delivered to the Town.

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 29TH DAY OF AUGUST 2022.

ATTEST: **TOWN OF MEAD:**

By: _____ By: _____
Mary E. Strutt, MMC, Town Clerk Colleen G. Whitlow, Mayor

Exhibit 1- Purchase Order (top dresser and aerator)

PURCHASE ORDER

PO#: 22-0822101

DATE: 08-22-2022

TO:
LL JOHNSON DISTRIBUTING COMPANY
4700 HOLLY STREET
DENVER, CO 80216
303-320-1270

SHIP TO:
TOWN OF MEAD
441 3RD ST.
PO BOX 626
MEAD, CO 80542
PHONE: 970-535-4477

COMMENTS OR SPECIAL INSTRUCTIONS:
PER QUOTE ID: MAPO/OMNIA CONTRACT QUOTE

QUANTITY	DESCRIPTION		UNIT PRICE	TOTAL
1	ProPass 200 Wireless	Model# 44751	$15,063.91	$15,063.91
1	ProPass Tow chassis and fender kit	Model# 44724	$3,575.29	$3,575.29
1	ProPass Hydraulic power pack	Model# 44713	$3,738.31	$3,738.31
	Service Fee		$890.00	$890.00
		TOTAL		**$23,267.50**
1	30” Stand on Aerator	Model# 39521	$12,140.70	$12,140.70
1	Toro Spreader attachment for Aerator	Model# 33525	$2,022.76	$2,022.76
1	Service Fee		$480.00	$480.00
		TOTAL		**$14,643.46**
			SUBTOTAL	**$37,910.96**
			SALES TAX	
			SHIPPING & HANDLING	
			TOTAL	**$37,910.96**

_____ _____
Approving Department Head Signature Date

_____ _____
Town Manager Approval Date

LL JOHNSON EST. 1976 DISTRIBUTING COMPANY

4700 Holly Street
Denver, CO 80216
Mobile: 612-817-6602
Office: 303-320-1270

TORO. Count on it.

MAPO/OMNIA Contract Quote

Town of Mead

Attn: Bo Hurtado

8/19/2022

Qty	Model Number	Description	MSRP	MAPO Price
1	**44751**	**ProPass 200 Wireless**	19312.7	**$15,063.91**
1	44724	Propass Tow Chassis And Fender Kit	4583.7	$3,575.29
1	44713	ProPass Hydraulic Power Pack	4792.7	$3,738.31
1		Service Fee	$890.00	$890.00
		Sub-Total ProPass Topdresser	**$29,579.10**	**$23,267.50**
1	39521	30" Stand on Aerator	$16,630.90	$12,140.70
1	33525	Toro Spreader Attachment for 30" Aerator	$2,770.90	$2,022.76
1		Service Fee	$480.00	$480.00
		Sub-Total Stand on Aerator	**$19,881.80**	**$14,643.46**
		Total	**$49,460.90**	**$37,910.96**

* Toro equipment comes with a two year or 1,500 hour warranty.

Thank you for the opportunity to quote you on the equipment listed above. The prices are subject

Agenda Item Summary

MEETING DATE: August 29, 2022

SUBJECT: Resolution No. 63-R-2022 A Resolution Of The Town Of Mead, Colorado, Approving That Certain Intergovernmental Agreement With The State Of Colorado (Acting By And Through The Colorado Department Of Transportation) For SH66 At WCR 7 Intersection Improvement Project (Project No. STA 066A-008 (21657))

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

ATTACHMENTS: Resolution No. 63-R-2022

SUMMARY

The Town desires to enter into an Intergovernmental Agreement with the State of Colorado acting by and through the Colorado Department of Transportation ("Project IGA") to fund the SH66 at WCR 7 Intersection Improvement Project (the "Project").

Resolution No. 63-R-2022: (1) approves the Project IGA, (2) delegates authority to the Mayor to execute the Project IGA on behalf of the Town when in final form, and (3) delegates authority to the Town Manager to execute such other documents or instruments as may be necessary to complete the Project in accordance with the terms of the Project IGA.

The Project will improve signals and add auxiliary lanes to increase safety and mobility of the SH66 and WCR 7 intersection.

FINANCIAL CONSIDERATIONS

The maximum amount payable by the Town under the Project IGA is five hundred thousand dollars ($500,000.00), unless such amount is increased by an appropriate written modification to the Project IGA and executed by the Town and the State of Colorado acting by and through the Colorado Department of Transportation.

STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the August 29, 2022, **consent agenda** will approve the Resolution (approving the Project IGA and authorizing the Mayor to execute the Project IGA on behalf of the Town).

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

Suggested Motion: “I move to adopt Resolution No. 63-R-2022, Approving That Certain Intergovernmental Agreement With The State Of Colorado (Acting By And Through The Colorado Department Of Transportation) For SH66 At WCR 7 Intersection Improvement Project (Project No. STA 066A-008 (21657)).”

ATTACHMENTS

Resolution No. 63-R-2022
Project IGA

TOWN OF MEAD, COLORADO
RESOLUTION NO. 63-R-2022

A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING THAT CERTAIN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF COLORADO (ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION) FOR SH66 AT WCR 7 INTERSECTION IMPROVEMENT PROJECT (PROJECT NO. STA 066A-008 (21657))

WHEREAS, the Town of Mead (the "Town") and the State of Colorado (acting by and through the Colorado Department of Transportation) ("CDOT") have agreed on the terms that that certain Intergovernmental Agreement regarding the SH66 at WCR 7 Intersection Improvement Project (PROJECT NO. STA 066A-008 (21657)) (the "Project IGA"); and

WHEREAS, the Project IGA addresses improvements to the SH66 and WCR 7 intersection (the "Project") including but not limited to the addition of auxiliary lanes designed to increase safety and mobility of the SH66 and WCR 7 intersection; and

WHEREAS, the maximum amount payable by the Town under the Project IGA is five hundred thousand dollars ($500,000.00), unless such amount is increased by an appropriate written modification to the Project IGA executed by the Town and CDOT; and

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

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

WHEREAS, the Board of Trustees further desires to delegate all necessary authority to the Town Manager to execute such other documents or instruments as may be necessary to complete the Project in accordance with the terms of the Project IGA.

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 Project IGA is the form currently on file with the Town Clerk; (b) authorizes the Town Attorney in cooperation with the Town Manager and Town Engineer to make non-material changes to the Project IGA that do not materially increase the Town's obligations; (c) authorizes the Mayor to execute the Project IGA on behalf of the Town when in final form; and (d) delegates all necessary authority to the Town Manager to execute such

other documents or instruments as may be necessary to complete the Project in accordance with the terms of the Project IGA.

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 AUGUST, 2022.

ATTEST: **TOWN OF MEAD**

By: _____ By: _____
Mary E. Strutt, MMC, Town Clerk Colleen G. Whitlow, Mayor

OLA #: 3
Routing #: 23-HA4-XC-00109

(Local $CDOTWRK) REGION: 4 (TCH)
PROJECT: STA 066A-008 (21657)

CONTRACT

THIS CONTRACT, executed this _____ day of _____, _____ by and between the State of Colorado, for the use and benefit of the Colorado Department of Transportation ("State" or "CDOT") and TOWN OF MEAD, 441 Third Street, Mead, Colorado, 80542, CDOT Vendor #: 0002100361 ("Local Agency"), and the State and the Local Agency together shall be referred to as the "Parties."

RECITALS

1. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for payment of project and Local Agency costs. Total Contract Amount: $500,000.00.
2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
3. Section 43-2-102 and 103, C.R.S require the State to maintain state highways (including where such highways extend through a city or an incorporated town), and 43-2-135 describes certain specific responsibilities of the State and affected local entities (respectively) with respect to state highways that are also part of a local street system.
4. State funds may be awarded pursuant to Multimodal Transportation Options Funding ("MMOF"). MMOF means money transferred from the general fund to the fund pursuant to C.R.S. §§24-75-219 (5)(a)(III) and (5)(b)(III) and any other money that the general assembly may appropriate or transfer to the fund. These funds are subject to an expiration date.
5. The Local Agency has estimated the contribution and is prepared to provide the funding required for their contribution toward the Project, as may be evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this agreement and to expend its funds for the Contribution.
6. The Local Agency has funds available and desires to provide 100% of the funding for the Work. These funds may be MMOF.
7. This contract is executed under the authority of §§ 29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-144, C.R.S.
8. The parties hereto desire to agree upon the division of responsibilities with regard to the project.

THE PARTIES NOW AGREE THAT:

Section 1. Scope of Work

The work under this Contract shall consist of State Highway 66 at Weld County Road 7 Intersection Improvements, and the Local Agency shall provide their Contribution toward the Project, in Mead, Colorado, as more specifically described in **Exhibit A**.

Section 2. Order of Precedence

In the event of conflicts or inconsistencies between this Contract and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

A. This Contract
B. **Exhibit A** (Scope of Work)
C. Other Exhibits in descending order of their attachment.

Section 3. Term

This Contract shall be effective upon approval of the CDOT Chief Engineer or designee and shall terminate on July 17, 2032, or sooner if any of the State's funding expires, or is sooner terminated or unless performance is extended in accordance with this Contract.

Section 4. Project Funding Provisions

A. The Local Agency has estimated the total cost of the Contribution and is prepared to provide its funding, as evidenced by an the signing of this Contract, which expressly authorizes the Local Agency the authority to expend its Contribution toward the Project.

B. The contribution is estimated to be $500,000.00.

C. **The maximum amount payable by the Local Agency under this contract shall be $500,000.00** unless such amount is increased by an appropriate written modification to this contract executed by the Parties hereto before any increased cost is incurred

D The Parties hereto agree that this contract is contingent upon all funds designated for the project herein being made available from state sources, as applicable. Should these sources fail to provide necessary funds as agreed upon herein, the contract may be terminated by either party, provided that any party terminating its interest and obligations herein shall not be relieved of any obligations which existed prior to the effective date of such termination or which may occur as a result of such termination.

Section 5. Project Payment Provisions

A. The Local Agency will reimburse the State for incurred costs relative to the project following the Local Agency's review and approval of such charges, subject to the terms and conditions of this agreement.

B. If the Local Agency is to be billed for CDOT incurred costs, the billing procedure shall be as follows:

1. Upon receipt of each bill from the State, the Local Agency will remit to the State the amount billed no later than 60 days after receipt of each bill. Should the Local Agency fail to pay moneys due the State within 60 days of demand or within such other period as may be agreed between the parties hereto, the Local Agency agrees that, at the request of the State, the State Treasurer may withhold an equal amount from future apportionment due the Local Agency from the Highway Users Tax Fund and to pay such funds directly to the State. Interim funds, until the State is reimbursed, shall be payable from the State Highway Supplementary Fund (400).
2. If the Local Agency fails to make timely payment to the State as required by this section (within 60 days after the date of each bill), the Local Agency shall pay interest to the State at a rate of one percent per month on the amount of the payment which was not made in a timely manner, until the billing is paid in full. The interest shall accrue for the period from the required payment date to the date on which payment is made.

C. The State will prepare and submit to the Local Agency, no more than monthly, charges for costs incurred relative to the project. The State's invoices shall include a description of the amounts of services performed, the dates of performance and the amounts and description of reimbursable expenses. The invoices will be prepared in accordance with the State's standard policies, procedures and standardized billing format.

D. If the project is funded by MMOF, then the Local Agency must submit all documentation necessary to process the payments 30 days prior to end of State fiscal year. The State fiscal year ends June 30th. MMOF projects must submit final billing for all work 30 days prior to the end of the State fiscal year that funds expire. If MMOF are used, and the State knows that the funds will expire, the State shall promptly notify Local Agency of the expiration date. The State will promptly notify the Local Agency if that expiration date changes.

Section 6. State and Local Agency Commitments

The Scope of Work (**Exhibit A)** describes the work to be performed.

A. Design [if applicable]

1. If the work includes preliminary design or final design (the "Construction Plans"), or design work sheets, or special provisions and estimates (collectively referred to as the "Plans"), the State shall comply with the following requirements, as applicable:
    a. perform or provide the Plans, to the extent required by the nature of the work.

b. prepare final design (Construction Plans) in accord with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by CDOT.
c. prepare special provisions and estimates in accord with the State's Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction.
d. include details of any required detours in the Plans, in order to prevent any interference of the construction work and to protect the traveling public.
e. stamp the Plans produced by a Colorado Registered Professional Engineer.
f. provide final assembly of Plans and contract documents.
g. be responsible for the Plans being accurate and complete.
h. make no further changes in the Plans following the award of the construction contract except by agreement in writing between the parties. The Plans shall be considered final when approved and accepted by the parties hereto, and when final they shall be deemed incorporated herein.

B. Construction [if applicable]

1. If the work includes construction, the State shall perform the construction in accordance with the approved design plans and/or administer the construction all in accord with the Scope of Work (**Exhibit A**). Such administration shall include project inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing contractor claims; construction supervision; and meeting the Quality Control requirements of the FHWA/CDOT Stewardship Agreement.

2. Subject to Section 5, if the State is the responsible party:
   a. it shall appoint a qualified professional engineer, licensed in the State of Colorado, as the State Agency Project Engineer (SAPE), to perform that administration. The SAPE shall administer the project in accordance with this agreement, the requirements of the construction contract and applicable State procedures.
   b. if bids are to be let for the construction of the project, the State shall, in conjunction with the Local Agency, advertise the call for bids and upon concurrence by the Local Agency will award the construction contract(s) to the low responsive, responsible bidder(s).
      (1) in advertising and awarding the bid for the construction of a federal-aid project, the State shall comply with applicable requirements of 23 USC § 112 and 23 CFR Parts 633 and 635 and C.R.S. § 24-92-101 et seq. Those requirements include, without limitation, that the State/contractor shall incorporate Form 1273 in its entirety verbatim into any subcontract(s) for those services as terms and conditions therefore, as required by 23 CFR 633.102(e).
      (2) the Local Agency has the option to concur or not concur in the proposal of the apparent low bidder for work on which competitive bids have been received. The Local Agency must declare its concurrence or non-concurrence within 3 working days after said bids are publicly opened.
      (3) by indicating its concurrence in such award, the Local Agency, acting by or through its duly authorized representatives, agrees to provide additional funds, subject to their availability and appropriation for that purpose, if required to complete the work under this project if no additional federal-aid funds will be made available for the project.
   c. If all or part of the construction work is to be accomplished by State personnel (i.e. by force account), rather than by a competitive bidding process, the State will ensure that all such force account work is accomplished in accordance with the pertinent State specifications and requirements with 23 CFR 635, Subpart B, Force Account Construction.

Section 7. ROW Acquisition and Relocation

If the Project includes right of way, prior to this project being advertised for bids, the State will certify in writing that all right of way has been acquired in accordance with the applicable state and federal regulations, or that no additional right of way is required.

Any acquisition/relocation activities must comply with: all applicable federal and state statutes and regulations, including but not limited to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (P.L. 91-646) and the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal

and Federally Assisted Programs as amended (49 CFR Part 24); CDOT's Right of Way Manual; and CDOT's Policy and Procedural Directives.

Allocation of Responsibilities are as follows:

- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) activities, if any, and right of way incidentals (expenses incidental to acquisition/relocation of right of way – 3114 charges);
- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) but no participation in incidental expenses (3114 charges); or
- No federal participation in right of way acquisition (3111 charges) and relocation activities (3109 expenses).

Regardless of the option selected above, the State retains oversight responsibilities. The Local Agency's and the State's responsibilities for each option is specifically set forth in CDOT's Right of Way Manual. The manual is located at http://www.coloradodot.info/business/manuals/right-of-way.

If right of way is purchased for a state highway, including areas of influence of the state highway, the local agency shall immediately convey title to such right of way to CDOT after the Local Agency obtains title.

Section 8. Utilities

If necessary, the State will be responsible for obtaining the proper clearance or approval from any utility company, which may become involved in this Project. Prior to this Project being advertised for bids, the responsible party will certify in writing that all such clearances have been obtained.

Section 9. Railroads

In the event the Project involves modification of a railroad company's facilities whereby the work is to be accomplished by railroad company forces, the State shall make timely application to the Public Utilities Commission requesting its order providing for the installation of the proposed improvements and not proceed with that part of the work without compliance. The State shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 CFR 646, subpart B, concerning federal-aid projects involving railroad facilities, including:

1. Executing an agreement setting out what work is to be accomplished and the location(s) thereof, and that the costs of the improvement shall be eligible for federal participation.
2. Obtaining the railroad's detailed estimate of the cost of the work.
3. Establishing future maintenance responsibilities for the proposed installation.
4. Prescribing future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.
5. Establishing future repair and/or replacement responsibilities in the event of accidental destruction or damage to the installation.

Section 10. Environmental Obligations

The State shall perform all work in accordance with the requirements of the current federal and state environmental regulations including the National Environmental Policy Act of 1969 (NEPA) for the signal improvements and auxiliary lanes at SH 66 and WCR 7. The Local Agency is responsible for obtaining all required environmental clearances for the box culvert and the Local Agency will certify in writing that all such clearances have been obtained.

Section 11. Maintenance Obligations

The State will maintain and operate the improvements constructed under this agreement at its own cost and expense during their useful life, in a manner satisfactory to the State and FHWA. The State will make proper provisions for such maintenance obligations each year. Such maintenance and operations shall be conducted in accordance with all applicable statutes, ordinances and regulations. The State and FHWA will make periodic inspections of the project to verify that such improvements are being adequately maintained.

Section 12. Record Keeping

The State shall maintain a complete file of all records, documents, communications, and other written materials, which pertain to the costs incurred under this agreement. The State shall maintain such records for a period of three (3) years after the date of termination of this agreement or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The State shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the Local Agency and FHWA to inspect the project and to inspect, review and audit the project records.

Section 13. Termination Provisions

This agreement may be terminated as follows:

A. Termination for Convenience. The State may terminate this agreement at any time the State determines that the purposes of the distribution of moneys under the agreement would no longer be served by completion of the project. The State shall effect such termination by giving written notice of termination to the Local Agency and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.

B. Termination for Cause. If, through any cause, the Local Agency shall fail to fulfill, in a timely and proper manner, its obligations under this agreement, or if the Local Agency shall violate any of the covenants, agreements, or stipulations of this agreement, the State shall thereupon have the right to terminate this agreement for cause by giving written notice to the Local Agency of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Local Agency under this agreement shall, at the option of the State, become its property, and the Local Agency shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted.

Notwithstanding the above, the Local Agency shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the agreement by the Local Agency, and the State may withhold payment to the Local Agency for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Local Agency is determined.

If after such termination it is determined, for any reason, that the Local Agency was not in default or that the Local Agency's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the agreement had been terminated for convenience, as described herein.

Section 14. Legal Authority

The Local Agency warrants that it possesses the legal authority to enter into this agreement and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this agreement and to bind the Local Agency to its terms. The person(s) executing this agreement on behalf of the Local Agency warrants that such person(s) has full authorization to execute this agreement.

Section 15. Representatives and Notice

The State will provide liaison with the Local Agency through the State's Region Director, Region 4, 1050 Lee Hill Drive, Boulder, CO 80302. Said Region Director will also be responsible for coordinating the State's activities under this agreement and will also issue a "Notice to Proceed" to the Local Agency for commencement of the work. All communications relating to the day-to-day activities for the work shall be exchanged between representatives of the State's Transportation Region 4 and the Local Agency. All communication, notices, and correspondence shall be addressed to the individuals identified below. Either party may from time to time designate in writing new or substitute representatives.

If to the State:
Brian Varrella, PE, CFM
CDOT Region 4
1050 Lee Hill Drive
Boulder, Colorado 80302

If to the Local Agency:
Erika Rasmussen, PE
TOWN OF MEAD
441 Third Street
Mead, Colorado 80542

970-373-6121
brian.varrella@state.co.us

970-535-4477
erasmussen@townofmead.org

Section 16. Successors

Except as herein otherwise provided, this agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 17. Third Party Beneficiaries

It is expressly understood and agreed that the enforcement of the terms and conditions of this agreement and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Local Agency. Nothing contained in this agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Local Agency that any such person or entity, other than the State or the Local Agency receiving services or benefits under this agreement shall be deemed an incidental beneficiary only.

Section 18. Governmental Immunity

Notwithstanding any other provision of this agreement to the contrary, 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, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

Section 19. Severability

To the extent that this agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the agreement, the terms of this agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

Section 20. Waiver

The waiver of any breach of a term, provision, or requirement of this agreement shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

Section 21. Entire Understanding

This agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved pursuant to the State Fiscal Rules.

Section 22. Survival of Agreement Terms

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this agreement and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the agreement shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Local Agency.

Section 23. Modification and Amendment

This agreement is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this agreement on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this agreement shall be effective unless agreed to in writing by both parties in an amendment to this agreement that is properly executed and approved in accordance with applicable law.

Section 24. Disputes

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement, which is not disposed of by agreement, will be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Transportation. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of the agreement in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this agreement, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Section 25. Colorado Special Provisions (Colorado Fiscal Rule 3-3)

These Special Provisions apply to all contracts. Contractor refers to Local Agency.

A. Statutory Approval §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. Fund Availability §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. Governmental Immunity

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. Independent Contractor

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. Compliance with Law

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Choice of Law, Jurisdiction, and Venue

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. Prohibited Terms

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. Software Piracy Prohibition

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. Employee Financial Interest/Conflict of Interest §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

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THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

* Persons signing for The Local Agency hereby swear and affirm that they are authorized to act on The Local Agency's behalf and acknowledge that the State is relying on their representations to that effect.

THE LOCAL AGENCY TOWN OF MEAD	STATE OF COLORADO Jared S. Polis, GOVERNOR Colorado Department of Transportation
By: _____ Title: _____ _____ *Signature Date: _____	By: _____ Stephen Harelson, P.E., Chief Engineer (For) Shoshana M. Lew, Executive Director Date: _____
2nd The Local Agency Signature [if Needed] By: _____ Title: _____ _____ *Signature Date: _____	

EXHIBIT A

SCOPE OF WORK

Name of Project: SH66 at WCR 7 Intersection Improvements
Project Number: STA 066A-008
SubAccount #: 21657

Improve signals and add auxiliary lanes to increase safety and mobility of the State Highway 66 and Weld County Road 7 intersection, while utilizing cost-sharing opportunities with the Mead Place development and minimizing waste between the 2025 design and the 2040.

Additional details would be: The Auxiliary Lane that CDOT is providing is the NB left turn lane. An overlay of the whole intersection (CDOT and developer aux lanes and existing pavement).

Additional scope that CDOT may construct rather than developer: Box Culvert extension in NE corner. Widen CO 66for Aux lanes on north side (WB) from east of WCR 7 to west of WCR 5.5.

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Agenda Item Summary

MEETING DATE: August 29, 2022

SUBJECT: Resolution No. 64-R-2022 - A Resolution of the Town of Mead, Colorado, Awarding the Bid and Approving a Construction Agreement Between the Town and Mountain Constructors, Inc., for the North Creek Culvert Repair Project

PRESENTED BY: Robyn Brown, Deputy Town Engineer

SUMMARY

North Creek crosses under West View Drive in the North Creek Subdivision via two (2) elliptical culverts. These culverts have become 90% clogged with sediment and debris and no longer accommodate the required flow of water through them. It is believed there are two main causes of this problem: (1) sediment transported from the field directly west of the North Creek Subdivision, and (2) flattening of the creek slope downstream of the culvert crossing. This project addresses both issues by installing easily maintainable sediment traps on the upstream and downstream ends of the culverts, removing vegetation and regrading the creek bed downstream of the culverts to provide better flow, cleaning the sediment and debris from the clogged culverts to restore flow, and reconstruction of the deteriorated wingwalls on the upstream and downstream ends.

This project was originally conceived as a simple repair to the headwalls and wingwalls on the upstream and downstream ends of the culverts. However, as project exploration progressed, it was determined that a more wholistic and sustainable course of action would be to include sediment management and streambed reconstruction. These measures will enable the culverts and creek to function better in the long term.

The Town advertised an invitation to bid (ITB) on July 6, 2022 for the North Creek Culvert Repair Project (the "Project") and opened bids on July 20, 2022. Six bid proposals were received from qualified contractors. Proposal prices ranged from $150,209.00 to $289,215.00. The apparent low bidder is Mountain Constructors, Inc., a company that is qualified to complete the work associated with the Project. Below is a summary of the bids received:

Mountain Constructors, Inc.	$ 150, 209.00
Civil Specialties, Inc.	$ 153,219.00
Conroy Excavating, Inc.	$ 191,300.00
Hallmark, Inc.	$ 200,470.00
Aslan Construction, Inc.	$ 269,170.00
ABCO Contracting, Inc.	$ 289,215.00

Based upon the proposals received, reference checks, and the recommendation of JVA, Inc. (acting as the Town's representative for this Project), Town Staff recommends the contract be awarded to Mountain Constructors, Inc., in the **not-to-exceed amount of $150,209.00.**

FINANCIAL CONSIDERATIONS

The approved 2022 Budget includes $100,000 for this project through the Transportation Fund for Capital Outlay for the wingwall construction. Because the project includes more work than was originally anticipated, and because construction costs have skyrocketed in the last year, the lowest bid for the project is greater than the amount originally budgeted.

14-40-5564 $100,000 Capital Outlay--Wingwall

However, there have been to significant cost savings from grants received and savings on other projects, so there are enough funds in the Transportation Fund to cover the costs of this project.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends awarding the Project to Mountain Constructors, Inc., for $150,209.00.

Suggested Motion:

"I move to adopt Resolution No. 64-R-2022, A Resolution of the Town of Mead, Colorado, Awarding the Bid and Approving a Construction Agreement Between the Town and Mountain Constructors, Inc., for the North Creek Culvert Repair Project, in an amount not to exceed $150,209.00."

ATTACHMENTS

Resolution No. 64-R-2022
Construction Agreement (Exhibit 1 to Resolution)

TOWN OF MEAD, COLORADO
RESOLUTION NO. 64-R-2022

A RESOLUTION OF THE TOWN OF MEAD, COLORADO, AWARDING THE BID AND APPROVING A CONSTRUCTION AGREEMENT BETWEEN THE TOWN AND MOUNTAIN CONSTRUCTORS, INC., FOR THE NORTH CREEK CULVERT REPAIR PROJECT

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

WHEREAS, the Town requires construction services for certain culvert reconstruction on the culverts that convey the North Creek under West View Drive and stream bed regrading on North Creek downstream of the culverts (Project No. 1015.8e) ("Project"), as more particularly described in Invitation for Bid ("IFB") for the Project; and

WHEREAS, the Town issued the IFB for the Project on or about July 6, 2022 and received six responsive bids by the deadline set forth in the IFB; and

WHEREAS, the engineering consultant for the Town, JVA, Inc., evaluated the bids received and recommends awarding a construction contract for the Project to Mountain Constructors, Inc. ("Contractor"), which is the apparent low bidder; and

WHEREAS, the Board of Trustees desires to approve a construction agreement with Contractor for the Project in an amount not to exceed One Hundred Fifty Thousand Two Hundred Nine Dollars and No Cents ($150,209.00) in substantially the form attached to this Resolution as **Exhibit 1** (the "Agreement"); and

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

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

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

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 29TH DAY OF AUGUST, 2022.

ATTEST:

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

TOWN OF MEAD:

By: _____
Colleen G. Whitlow, Mayor

Attachments to Resolution:

Exhibit 1 – Construction Agreement

TOWN OF MEAD, COLORADO
CONSTRUCTION AGREEMENT
North Creek Culvert Repair Project
Project Number 1015.8e ("Project")

This CONSTRUCTION AGREEMENT ("Agreement") is made and entered into by and between the TOWN OF MEAD, COLORADO, a municipal corporation of the State of Colorado, with offices at 441 Third Street, Mead, Colorado 80542 (the "**Town**" or "**Owner**"), and Mountain Constructors, Inc., a Colorado corporation with a principal office street address of 622 Main Street, Platteville, Colorado 80651 (the "**Contractor**").

RECITALS

WHEREAS, the Town desires to obtain all necessary components to complete the scope of work for the Project; and

WHEREAS, the Town received bids or proposals for the Project, including one from the Contractor ("Bid Proposal"); and

WHEREAS, the Town has reviewed the Bid Proposal from the Contractor for the completion of the Project, and the Town finds said Bid Proposal acceptable; and

WHEREAS, the Town desires to contract with the Contractor subject to the terms of this Agreement and all other Contract Documents.

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

THE PARTIES AGREE AS FOLLOWS:

1.00 SCOPE OF WORK: The Contractor will furnish all tools, equipment, machinery, materials, supplies, superintendence, insurance, transportation, other construction accessories, and services specified or required to be incorporated in and form a permanent part of the construction and completion of the work proposed to be done under this Agreement ("Work" or "Scope of Work"). In addition, the Contractor shall provide and perform all necessary labor in a first-class and workmanlike manner and in accordance with the conditions and prices stated in the Bid Proposal and the requirements, stipulations, provisions, and conditions of the Contract Documents. The Contractor shall further perform, execute, construct, and complete all things mentioned to be done by the Contractor and all work covered by the Owner's official award of this contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's bid, or part thereof.

2.00 THE CONTRACT DOCUMENTS: This Agreement incorporates all the Contract Documents, which together represent the entire and integrated agreement between the parties hereto and supersede prior negotiations, written or oral representations, and agreements. The Contract Documents consist of this Construction Agreement, which Agreement also incorporates by this reference all of the instruments set forth in the Contract Documents as fully as if they were set forth in this Agreement in full. The Contract Documents consist of, without limitation, the following documents:

1. Invitation for Bid or Request for Proposals and Instructions to Bidders
2. Contractor's Bid Form (with Unit Pricing as indicated), which is **Exhibit A** to this Agreement
3. This Construction Agreement and any addendums, exhibits or attachments to this Agreement
4. Performance and Payment Bond
5. Bid Proposal
6. Notice of Award
7. Notice to Proceed
8. Bid Bond (Minimum 5% equivalent of the Bid Proposal price or as otherwise set forth in the Bid Bond form provided as part of the Bid Pack)

9. General Conditions
10. The following documents if the box is checked:
    - ☒ Special Provisions
    - ☒ Design Documents, including all Drawings and Plans
    - ☒ Specifications
    - ☐ Addendums to Specifications and Standards
    - ☒ The following manual of construction design standards and specifications:

        - Town of Mead *"Design Standards and Construction Specifications"*
        - Colorado Department of Transportation *"Standard Specifications for Road and Bridge Construction"*

    - ☒ Change Orders, Field Orders or other similar revisions properly authorized after the execution of this Agreement
    - ☐ Others: _____

3.00 TIME AND COMMENCEMENT OF COMPLETION: This Agreement shall commence as of the date the Agreement is fully executed by both parties and shall continue through **December 31, 2022** or until the Scope of Work is completed ("Initial Term"). The Contractor shall commence the Work within the timeframe or by the date stated in the Notice to Proceed or, if no Notice to Proceed is issued, within ____ days of the date of this Agreement. Contractor shall complete the Work within the time stated in the Notice to Proceed or, if no Notice to Proceed is issued, no later than December 31, 2022. Notwithstanding the Initial Term, the Parties reserve the right to extend or renew this Agreement for up to four (4) additional one-year terms following the termination of the Initial Term (each such extension or renewal an "Extension Term") based, in the Town's sole discretion, on the Town's determination that the Contractor's performance and proposed Unit Pricing are in the best interests of the Town. Any renewals or extensions of this Agreement must:

1. Be set forth in a writing signed by the Parties; and

2. Include Unit Pricing and a Performance and Payment Bond valid for the applicable Extension Term that have been reviewed and approved by the Town; and

3. List any revised or updated Contract Documents that are applicable to the Extension Term; and

4. State the not-to-exceed Contract Price for the Extension Term; and

5. Be approved by the Town's Board of Trustees.

4.00 LIQUIDATED DAMAGES: All time limits stated in this Agreement and the Contract Documents are of the essence of the Agreement. The Town and Contractor recognize the completion of the work as shown in the contractual time frame, or as extended, is important to the ongoing operations of the Town and its citizens. They also recognize that delays include expenses to the Town for extended manpower commitments, outside consultant commitments, and potentially other legal fees to extend the project beyond the expected time period.

☒ If this box is checked, in lieu of requiring any such proof and backup for such expenses, Contractor agrees that liquidated damages (not penalties) may be assessed by the Owner in the sum of **$500.00 per day** for each day after the contract time frame expires.

☐ If this box is checked, in addition to or in lieu of the daily damages (if checked above), Contractor agrees that lump sum liquidated damages (not penalties) may be assessed by the Town in *a lump sum payment of* ***$_____.00*** *if the work is not completed by _____, 20__.*

5.00 CONTRACT SUM AND PAYMENT: The Owner shall pay to the Contractor for performance of the Work encompassed by this Agreement, and the Contractor will accept as full compensation therefore an amount not to exceed ***ONE HUNDRED FIFTY THOUSAND TWO HUNDRED NINE DOLLARS AND NO CENTS*** **($150,209.00)** subject to adjustment as provided by the Contract Documents ("Contract Price"). The Town has appropriated sufficient funds for completion of this Work.

a. Monthly, partial, progress payments shall be made by the Town to the Contractor for the percentage of the Work completed, subject to inspection by Town staff to verify percentage of completion. The Town alone shall determine when work has been completed and progress payments shall not constitute a waiver of the right of the Town to require the fulfillment of all terms of this Agreement and the delivery of all improvements embraced in this Agreement in a complete and satisfactory manner to the Town in all details. The Town, before making any payment, may require the Contractor to furnish releases or receipts from any or all persons performing work under this Agreement and/or supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect the Town's interest. The Town, however, may in its discretion make payment in part or full to the Contractor without requiring the furnishing of such releases or receipts.

b. By the 30th day of each month, Contractor shall submit to the Town for review and approval, an application for payment fully completed and signed by Contractor covering the work completed through the last day of the prior month and accompanied by such supporting documentation as is required by these Contract Documents, including without limitation, time sheets, invoices, receipts, bills of lading, and all other documents the Town may require. Materials on hand but not complete in place may or may not be included for payment at the discretion of the Town. Each subsequent application for payment shall include an affidavit of Contractor providing that all previous progress payments received on account of the work have been applied to discharge in full all of Contractor's obligations reflected in prior applications for payment. Notwithstanding the progress payments, it is the intent and purpose of the Town to withhold at least five percent (5%) of payments to Contractor for any contract exceeding One Hundred Fifty Thousand Dollars ($150,000.00) in accordance with Article 91, Title 24, C.R.S.

6.00 ACCEPTANCE AND FINAL PAYMENT: Final payment may be requested by the Contractor upon completion and acceptance, by the Town, of all work as set forth in the Contract Documents. The total amount of final payment shall consist of the Contract Price, as adjusted in accordance with approved change orders, if applicable, less all previous payments to the Contractor. If the contract price exceeds one hundred fifty thousand dollars ($150,000), the Town may make the final payment to the Contractor only after the Town has published notice of such final payment in accordance with C.R.S. § 24-91-103.

7.00 ADDITIONAL WORK: Should work beyond that described in the Contract Documents be required, it will be paid for as extra work at a cost to be agreed upon in separate written agreement by the Town and the Contractor prior to commencement of the additional work. Such additional agreements shall be executed and approved by all persons required by Town purchasing ordinances or policies. Unless specifically excluded, such written agreements shall be considered part of the Contract Documents.

8.00 CONTRACTOR'S REPRESENTATIONS: In order to induce the Town to enter into this Agreement, the Contractor makes the following representations:

a. The Contractor has familiarized itself with the nature and the extent of the Contract Documents, Scope of Work, the locality, all physical characteristics of the area of the work within the Scope of Work, including without limitation, improvements, soil conditions, drainage, topography, and all other features of the terrain, and with the local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the work, or apply in any

manner whatsoever to the work.

b. Contractor has carefully considered all physical conditions at the site and existing facilities affecting cost, progress, or performance of the work.

c. Contractor has given the Town written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and such documents are acceptable to the Contractor.

d. Contractor shall not extend the credit or faith of the Owner to any other persons or organizations.

9.00 INSURANCE: Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all obligations assumed by the Contractor pursuant to this Agreement. Contractor shall not commence work under this Agreement until it has obtained all said insurance required by the Contract Documents and such insurance has been approved by the Town. The Contractor shall not allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been obtained and approved. For the duration of this Agreement, the Contractor must continuously maintain the insurance coverage required in this section, with the minimum insurance coverage listed below:

a. Worker's Compensation in accordance with the Worker's Compensation Act of the State of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract.

b. Comprehensive General liability insurance with minimum limits of ONE MILLION DOLLARS ($1,000,000) per each occurrence, AND TWO MILLION DOLLARS ($2,000,000) aggregate, plus an additional amount sufficient to pay related attorneys' fees and defense costs. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

c. Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than ONE MILLION DOLLARS ($1,000,000) per each occurrence, plus an additional amount sufficient to pay related attorneys' fees and defense costs, with respect to each of the Contractor's owned, hired or non owned vehicles assigned to or used in performance of this contract.

d. Builder's Risk insurance with minimum limits of not less than the insurable value of the work to be performed under this contract at completion less the value of the materials and equipment insured under installation floater insurance. The policy shall be written in completed value form and shall protect the Contractor and the Town against risks of damage to buildings, structures, and materials and equipment not otherwise covered under Installation Floater insurance, from the perils of fire and lightning, the perils included in the standard coverage endorsement, and the perils of vandalism and malicious mischief. Equipment such as pumps, engine-generators, compressors, motors, switch-gear, transformers, panel-boards, control equipment, and other similar equipment shall be insured under Installation Floater insurance when the aggregate value of the equipment exceeds $10,000. The policy shall provide for losses to be payable to the Contractor and the Town as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the Contractor or the Town.

e. ☐ If this box is checked, Professional Liability/Errors and Omission in an amount not less than _____ MILLION DOLLARS ($__,000,000).

Certificates of insurance shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. The policies required above shall be endorsed to include the Town and the Town's officers and employees as additional insureds. Every policy required above shall be primary insurance and any insurance carried by the Town, its officers, or its employees, or carried by or provided through any self-insurance pool of the Town, shall be excess and not contributory insurance to that provided by the Contractor. Contractor shall be solely responsible for paying any and all deductibles.

Each certificate of insurance shall identify this Agreement or the project set forth in the Scope of Work and shall provide that the coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate of insurance addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

10.00 BONDS: Contractor shall furnish a performance bond and payment bond in an amount determined by the Town, but in any event at least equal to the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents, including but not limited to the guaranty period. These bonds shall remain in effect at least until one year after the date of final payment. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State of Colorado and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570, amended, by the Audit Staff, Bureau of Account, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in Colorado is terminated, or it ceases to meet the requirements of clauses (i) and (ii) of this section, Contractor shall, within five (5) days thereafter, substitute another bond and surety, both of which shall be acceptable to the Town.

11.00 NO WAIVER OF GOVERNMENTAL IMMUNITY: The parties hereto understand and agree that the parties are relying on, and do not waive or intend to waive by any provision of this Agreement or the remainder of the Contract Documents, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the parties, their officers, agents or their employees.

12.00 INDEMNIFICATION: The Contractor agrees, to the fullest extent permitted by law, to indemnify, defend and hold the Town, its agencies, employees, officials and agents ("Indemnitees") harmless from any and all claims, settlements, judgments, damages and costs, including reasonable attorney fees, of every kind and nature made, to include all costs associated with the investigation and defense of any claim, rendered or incurred by or on behalf of the Indemnitees, that may arise, occur, or grow out of any errors, omissions, or negligent acts, done by the Contractor, its employees, subcontractors or any independent consultants working under the direction of either the Contractor or any subcontractor in the performance of this Contract; provided, however, that Contractor's obligations and liability hereunder shall not exceed the amount represented by the degree or percentage of negligence or fault attributable to the Contractor or any officer, employee, representative, agent, subcontractor, or other person acting under Contractor's direction or control, as determined pursuant to C.R.S. § 13-50.5-102(8)(c).

13.00 TERMINATION FOR CONVENIENCE: This Agreement and the performance of the Scope of Work hereunder may be terminated at any time in whole, or from time to time in part, by the Town for its convenience. Any such termination shall be effected by delivery to the Contractor of a written notice ("**Notice of Termination**") specifying the extent to which performance of the Scope of Work is terminated and the date upon which termination becomes effective. If the Agreement is terminated, the Contractor shall be paid on a pro-rated basis of work status satisfactorily completed, under the detailed Scope of Work. The portion of the Scope of Work satisfactorily completed but not yet accepted by the Town shall be determined by the Town.

14.00 EVENTS OF AND TERMINATION FOR DEFAULT:

(1) The Town may serve written notice upon the Contractor of its intention to terminate this Agreement in the presence of one of the following events of default:

a. Contractor fails to initiate the Scope of Work at the agreed upon time;

b. The Contractor unnecessarily or unreasonably delays the performance of the Scope of Work;

c. The Contractor does not complete the Scope of Work within the time specified or within the time to which completion of the Scope of Work has been extended;

d. Contractor fails to make prompt payments for labor, materials or to subcontractors;

e. Contractor willfully violates this Agreement or disregards laws, ordinances or instructions of the Town;

f. Contractor abandons performance of the Scope of Work;

g. The Contractor assigns, transfers or sublets this Agreement or any part thereof without Town approval;

h. Contractor becomes insolvent or adjudged bankrupt; or

i. Contractor refuses to remove materials or perform any work within the Scope of Work that has been rejected as defective or unsuitable.

(2) Such written notice shall contain the reasons for the intention to terminate this Agreement and provide a five (5) business day period during which the Contractor may cure the event of default. A failure to timely cure the event of default shall authorize the Town to immediately terminate this Agreement and take whatever steps it deems necessary to complete the Scope of Work, if so desired by the Town in its sole discretion. The costs and charges incurred by the Town, together with the costs of completion of the Scope of Work shall be deducted from any monies owed to Contractor. If the expense incurred by the Town is greater than the sums payable under this Agreement, the Contractor shall pay the Town, within sixty (60) days of demand therefor the amount of such excess cost suffered by the Town.

15.00 LIABILITY FOR EMPLOYMENT-RELATED RIGHTS AND COMPENSATION: The Contractor will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Contractor's employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. Accordingly, the Town shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits or any other amenities of employment to any of the Contractor's employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

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

CONTRACTOR ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONTRACTOR OR SOME ENTITY OTHER THAN THE TOWN PROVIDES SUCH BENEFITS. CONTRACTOR FURTHER ACKNOWLEDGES

THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. CONTRACTOR ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.

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

16.00 GOVERNING LAW AND VENUE: Venue for any and all legal matters regarding or arising out of the transactions covered herein shall be solely in the District Court in and for Weld County, State of Colorado. This transaction shall be governed by the laws of the State of Colorado.

17.00 ASSIGNMENT: The Contractor shall not assign any of his rights or obligations under this Agreement without the prior written consent of the Town. Upon any assignment, even though consented to by the Owner, the Contractor shall remain liable for the performance of the work under this agreement.

18.00 LAWFUL PERFORMANCE: It is further agreed that no party to this Agreement will perform contrary to any state, federal, or county law, or any of the ordinances of the Town of Mead, Colorado.

19.00 INVALID SECTIONS: Should any section of this Agreement be found to be invalid, it is agreed that all other sections shall remain in full force and effect as though severable from the invalid part.

20.00 NOTICE: Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by delivery of same in person to the addressee or by courier delivery via Federal Express or other nationally recognized overnight air courier service, by electronically-confirmed facsimile or email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

The Town:	Town of Mead Attn: Town Manager 441 Third Street, Mead, CO 80542 Email: hmigchelbrink@townofmead.org
With a copy to:	Michow Cox & McAskin, LLP Attn: Mead Town Attorney 6530 S. Yosemite Street, Suite 200 Greenwood Village, CO 80111 Email: marcus@mcm-legal.com
Contractor:	Mountain Constructors, Inc. Attn: Joe Kuntz PO Box 405 622 Main Street Platteville, CO 80651 Email: bids@mountainconstructors.com
With a copy to:	

21.00 SURVIVAL: The parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

22.00 ATTORNEY'S FEES: If the Contractor breaches this Agreement, then it shall pay the Town's reasonable costs and attorney's fees incurred in the enforcement of the terms, conditions, and obligations of this Agreement.

23.00 INTEGRATION AND AMENDMENT: This Agreement constitutes the entire agreement between the parties, superseding all prior oral or written communications. This Agreement may only be modified or amended upon written agreement signed by the parties.

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

25.00 BINDING EFFECT: The parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this section shall not authorize assignment.

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

27.00 CONFLICT BETWEEN DOCUMENTS: In the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement, the terms in this Agreement shall supersede the terms in such exhibit. In the event of a conflict between any of the Contract Documents, the following order of precedence shall apply: (1) change orders, (2) this Agreement, as may be amended, (3) special provisions, (4) general and supplementary conditions, (5) design standards and specifications, including any addenda, (6) design documents, and (7) any other Contract Documents, with the more specific or stricter provision controlling.

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

29.00 PROTECTION OF PERSONAL IDENTIFYING INFORMATION: In the event the Work includes or requires the Town to disclose to Contractor any personal identifying information as defined in C.R.S. § 24-73-101, Contractor shall comply with the applicable requirements of C.R.S. §§ 24-73-101, et seq., relating to third-party service providers.

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

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

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the Parties have caused this Construction Agreement to be executed on the dates written below.

TOWN OF MEAD:

☒ Board of Trustees (*for contracts exceeding $25,000 pursuant to Sec. 4-2-20 of the Mead Municipal Code*)

ATTEST:

By:_____
Mary Strutt, Town Clerk, MMC

By: _____
Colleen G. Whitlow, Mayor

OR

☐ Town Manager (*for contracts $25,000 or less pursuant to Sec. 4-2-20 of the Mead Municipal Code*)

By: _____
Helen Migchelbrink, Town Manager

Date of Execution: _____

CONTRACTOR: Mountain Constructors, Inc.,
a Colorado corporation

By: _____

Printed Name: _____

Title: _____

Date of Execution: _____

STATE OF)
COUNTY OF) ss.

The foregoing Construction Agreement was acknowledged before me this ____ day of _____, 2022, by _____ (printed name) as _____ (title) of Mountain Constructors, Inc., a Colorado corporation.

Witness my hand and official seal.

My commission expires: _____.

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

EXHIBIT A
CONTRACTOR'S FORM OF BID

[*See attached document*]

h

SECTION 00310

BID FORM

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices within this Bid and in accordance with the other terms and conditions of the Bidding Documents.

1.02 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

1.03 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Bidders Signature	Date Acknowledged
NO Addendums		

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data." Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

E. Based on the information and observations referred to in Paragraph D above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

1.04 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

1.05 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Unit Price Proposal:

Unit Prices have been computed in accordance with the Specification Section 01200 – Payment Procedures. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined in the Contract Documents provided. Description of measurement and payment procedures is provided in Specification Section 01200 – Payment Procedures.

Bid Schedule:

The Owner may decide to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

Not all items included on the bid form list may be included on the drawings. These unit prices are being obtained in order to add items in the field as required to suit field conditions.

#	Description	Quantity	Unit	Unit Price	Total
1	Mobilization/ Demobilization	1	LS	30950.26	30950.26
2	Traffic Control	1	LS	7537.5	7537.5
3	Erosion Control	1	LS	6250	6250
4	Demo Existing Headwalls and Wingwalls	2	EA	12551.84	25103.68
5	Dredging and Export Excess Cut	520	CY	40.75	21190
6	Site Grading	1	LS	0.75	0.75
7	Riprap Type M	25	CY	236.33	5908.25
8	Asphalt Patch	85	SF	33.9	2881.5
9	Seeding and Revegetation	0.5	AC	6250	3125
10	Concrete - (6" thick, reinforced)	830	SF	11.25	9337.5
11	Concrete - Toe	1.5	CY	4186.75	6280.125
12	Concrete Sidewalk (6" thick)	45	SF	16.26	731.7
13	Concrete - Drainage Pan (6" thick)	100	SF	17.4	1740
14	Concrete - Drainage Pan (8" thick, reinforced)	85	SF	22.12	1880.2
15	Structural Concrete Headwall and Wingwalls	8	CY	1952.16	15617.28

Bidder acknowledges that the Owner has the right to delete items in the Bid or change quantities at his sole discretion without affecting the Agreement or prices of any item so long as the deletion or change does not exceed twenty-five percent (25%) of the total Contract Amount.

UNIT PRICE BID: $ 150,209.00

(IN WORDS) one hundred fifty thousand two hundred nine dollars no cents

The undersigned Bidder agrees to furnish any and all required Bonds in the form required by the Owner and to enter into a contract within the time specified in the Instructions to Bidders and further agrees to complete all Work covered by the Bid, in accordance with specified requirements, within the time specified in the Agreement. Bidder accepts the provisions of the Agreement as to liquidated damages.

In submitting this Bid it is understood that the right is reserved by Owner to reject any and all bids, and it is understood that this Bid may not be withdrawn during a period of 60 days after the scheduled time for the receipt of bids.

Construction Schedule:

1.06 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of days indicated in the Agreement.

1.07 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. List of Project References;

E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

1.08 The Engineer may require the apparent low responsive bid and second low responsive bid General Contractors to submit the following Statement of Qualifications after the bid opening:

A. General Information

1. Please provide official firm name, license, contact person for bidding, title, phone number, e-mail address, and mailing address. Provide a list of current projects under construction in detail, including Owner's name and contact information, Engineer's name and contact information, contract price, percent complete, and brief description of work.

B. Project Experience

1. Provide brief summaries of a minimum of three (3) projects of comparable size and scope in which your firm served as General Contractor in the last three (3) years. Include the following information with each project summary:

    a. Owner and Engineer contact information
    b. References and contact information
    c. Project contract price and final construction cost
    d. Construction dates

C. Experience of key personnel to be assigned to this project.

1. For each key person identified, list at least two (2) projects of comparable size and scope in which they have played a primary role. For other projects provide:

    a. Description of project
    b. Role of the person
    c. Project's original contracted construction cost and final construction cost
    d. Construction dates
    e. Project Owner
    f. Reference information (two names with telephone numbers for each project)

D. Safety Record

1. Provide the firms OSHA reportable accident rate and current workman's compensation insurance multiplier for the last three (3) years. Address and describe the company's safety program and any additional information that would highlight the General Contractor's approach to creating and maintaining a safe project site.

E. Financial Statement

1. Provide a recent financial statement, including balance sheet and income statement showing:

    a. Current assets and other assets
    b. Current liabilities and other liabilities
    c. Fixed assets and equipment

F. References

1. Provide name, address, and phone number of the General Contractor's banking reference

2. Provide name, address, and phone number of the General Contractor's insurance agent(s)

SIGNATURE OF BIDDER:

Date: 7/20/22

If an Individual: _____,

Doing business as _____

If a Partnership: _____

By _____, partner

If a Corporation: Mountain Constructors, Inc (a Colorado Corporation)

By Joe Kuntz, President

(SEAL & TITLE: Mindy Miller, Corporate Secretary ATTEST)

ADDRESS: PO BOX 405, 622 Main Street, Platteville, CO 80651

TELEPHONE: 970-785-6161

E-MAIL: bids@mtnconstructors.com

END OF SECTION

Agenda Item Summary

MEETING DATE:	August 29, 2022
SUBJECT:	**Resolution No. 65-R-2022** – A Resolution of the Town of Mead, Colorado, Approving An Intergovernmental Agreement Between the Town of Mead and the City of Longmont for Membership on Longmont's Special Weapons and Tactics Team
PRESENTED BY:	Brent Newbanks, Chief of Police

SUMMARY

Staff is recommending approval of an intergovernmental agreement (IGA) between the Town of Mead and the City of Longmont for membership of a Mead police officer on Longmont's special weapons and tactics team (SWAT Team) for the 2022 calendar year. Approval of this IGA will allow Mead and Longmont to assign one Mead police officer to the SWAT Team and provide specialized training opportunities and additional resources to the Mead Police Department. The Board of Trustees previously approved a similar IGA for 2021.

Longmont's SWAT Team offers the best available for critical incident support and resources for the Town of Mead. Mead police officers have trained with Longmont, and the police department worked with members of Longmont's SWAT Team to evaluate the proposed IGA.

If approved, the IGA will be effective for the 2022 calendar year. In addition, the Resolution authorizes the Mayor, Mayor Pro Tem, or the Town Manager to execute amendments or extensions of the IGA (or to execute a new standalone IGA with the City of Longmont) for future years, provided that: (1) funds for the IGA have been appropriated in the applicable fiscal year budget, and (2) the amendment, extension, or new IGA has been reviewed and approved as to form by the Town Attorney.

FINANCIAL CONSIDERATIONS

There is an initial cost of equipment and some training of $2,500.00. This cost can be accommodated in the police budget for training and equipment in 2022. If Mead cannot provide an officer for the SWAT Team, Mead would instead pay $7,000 for SWAT coverage for Mead without officer participation. The police department anticipates that it will be able to have one officer on the SWAT Team for the entire calendar year, so the Town should not have to pay the higher amount. No additional funds are being requested in this proposal.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends approval of the IGA. A motion to approve the consent agenda will approve the Resolution and IGA. If the Board removes this item from the consent agenda for questions or further discussion, staff recommends the following motion:

"I move to approve Resolution No. 65-R-2022, A Resolution Approving an Intergovernmental Agreement Between the City of Longmont and the Town of Mead for Membership on Longmont's Special Weapons and Tactics Team."

ATTACHMENTS

1. Resolution No. 65-R-2022
2. Intergovernmental Agreement Between the City of Longmont and the Town of Mead for Membership on the City of Longmont Special Weapons and Tactics Team

TOWN OF MEAD, COLORADO
RESOLUTION NO. 65-R-2022

A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MEAD AND THE CITY OF LONGMONT FOR MEMBERSHIP ON LONGMONT'S SPECIAL WEAPONS AND TACTICS TEAM

WHEREAS, the Town of Mead ("Town") and the City of Longmont ("Longmont"), as Colorado governmental 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, the Town entered into an intergovernmental agreement with Longmont for calendar year 2021 that allowed members of the Mead Police Department to be assigned to the City of Longmont Special Weapons and Tactics ("SWAT") Team and allowed the Town and Longmont to provide a cooperative response to critical incidents in their respective communities and additional and specialized training and resources for the Mead Police Department and the residents of the Town; and

WHEREAS, the Town desires to enter into a new intergovernmental agreement with Longmont for the same purposes for 2022; and

WHEREAS, the Town Board of Trustees finds it is in the best interest of the public health, safety and welfare to approve the Intergovernmental Agreement Between the City of Longmont and the Town of Mead for Membership on the City of Longmont Special Weapons and Tactics Team, in substantially the form attached to this Resolution as **Exhibit 1** (the "Agreement") and delegate authority to the Mayor, Mayor Pro Tem, or Town Manager to execute the Agreement on behalf of the Town; and

WHEREAS, the Board of Trustees also specifically desires to delegate authority to the Mayor, Mayor Pro Tem, or the Town Manager to execute future amendments or extensions to the Agreement, or to execute a similar agreement with the City of Longmont in future years, provided that: (1) the Town has appropriated funds for the amendment, extension, or new agreement, and (2) the Town Attorney has approved the amendment, extension, or new agreement as to form.

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

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

Section 2. The Board of Trustees hereby: (a) approves the Agreement in substantially the form attached hereto; (b) authorizes the Town Attorney, in cooperation with the Chief of Police, to negotiate revisions to the Agreement that benefit and protect the Town and do not increase the Town's financial obligations; (c) authorizes the Mayor, Mayor Pro Tem, or Town Manager to execute the Agreement on behalf of the Town when in final form; and (d) authorizes the Mayor, Mayor Pro Tem, or the Town Manager to execute future intergovernmental agreements with the City of Longmont for Mead's participation on the SWAT Team so long as the Town's financial obligations in the applicable amendment, extension, or new agreement have been budgeted and appropriated in the applicable budget year and on the condition that the applicable amendment, extension, or new agreement has been reviewed and approved as to form by the Town Attorney.

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 AUGUST, 2022.

ATTEST: **TOWN OF MEAD**

By: _____ By: _____
Mary E. Strutt, MMC, Town Clerk Colleen G. Whitlow, Mayor

Attachments:

Exhibit 1 – Intergovernmental Agreement Between the City of Longmont and the Town of Mead for Membership on the City of Longmont Special Weapons and Tactics Team

AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LONGMONT AND THE TOWN OF MEAD FOR MEMBERSHIP ON THE CITY OF LONGMONT SPECIAL WEAPONS AND TACTICS TEAM

This Agreement is made and entered into between the Town of Mead ("Mead") and the City of Longmont ("Longmont") (hereinafter referred to separately by name or "municipality" or collectively as "municipalities" or "parties").

WHEREAS, the parties are organized pursuant to the provisions of Article XX of the Colorado Constitution or are statutory municipalities governed by Title 31, C.R.S., as amended. Each municipality is authorized by law to undertake and operate as part of its function a law enforcement agency; and

WHEREAS, each municipality is authorized by law to contract with one another to provide any function or service lawfully authorized to each of the contracting municipalities, pursuant to Section 29-1-201, et seq, C.R.S. as amended; and

WHEREAS, Mead has determined it is in its respective best interest to enter into this Agreement for the purpose of joining the Longmont Special Weapons and Tactics Team, ("SWAT Team") a specially trained and equipped tactical entity, to serve the participating municipal communities in critical incidents; and

WHEREAS, Longmont has determined it is in its best interest to invite Mead to join the SWAT Team; and

WHEREAS, each municipality maintains a police department, staffed with Colorado POST certified law enforcement officers; and

WHEREAS, emergencies may arise, in one or another of the municipalities which are of such intensity and duration as to place greater demands on that jurisdiction's personnel and equipment than the jurisdiction can handle and these emergencies may necessitate the services of a specially trained and equipped tactical team; and

WHEREAS, expanding the SWAT Team through this Agreement provides a public purpose and will promote the safety, security and general welfare of the inhabitants of the municipalities.

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

A. GENERALLY

1. The SWAT Team is hereby expanded for the purpose of providing a specially trained and equipped tactical unit to the participating municipalities in critical incidents, including, but not limited to, hostage, barricade and sniper situations, the service of high-risk warrants, fugitive apprehension, civil disorder, terrorist incidents or other exceptional instances when other than standard police procedures, equipment and weapons are needed. The need for such aid and assistance shall be determined by the Chief of Police, or designee, of the municipality requesting assistance and approved by the Commander of the SWAT Team

or his designee. Upon receiving such a request, the municipalities agree that response by SWAT Team personnel must be as timely as possible. It is understood and agreed that during the term of this Agreement, each municipality shall endeavor to provide and maintain appropriate personnel and funding in support of this Agreement. Each municipality will refuse to make its personnel or equipment available for SWAT Team duty only in the event of an emergency requiring that such personnel remain in its jurisdiction. For the purpose of this paragraph, an emergency is unforeseen combination of circumstances that calls for immediate action. Having only a minimum staffing level does not constitute an emergency.

2. This Agreement provides for the exercise by the municipalities of the service provided herein but does not establish a separate legal entity to do so nor does this Agreement establish any employee of any municipality as an employee of any other municipality for any purpose whatsoever. This Agreement shall provide only for sharing of in-kind services and costs by the municipalities toward the establishment of a common mutual goal, said goal being the expansion of the SWAT Team, to be utilized in instances when other than standard police procedures, equipment and weapons are required.

B. SWAT TEAM STRUCTURE

1. The SWAT Team shall be governed by the command structure and the operating standards of the Longmont Police Department as contained in the Department's Policy Manual and Standard Operating Procedures Manual

2. The SWAT Team command, control and organization, selection of personnel, staffing, training, activation, incident command protocols, uniforms and equipment and personnel standards are governed by the Longmont Police Department's SWAT Team policies and procedures.

   a. All members of the SWAT Team agree to abide by the policies and procedures of the SWAT Team except where doing so would violate the policies and procedures of the member's employer.

   b. The law enforcement agency for Mead will participate and provide input and advice to the Longmont Police Department during the development of the policies and procedures of the SWAT Team required to implement or sustain this Agreement.

3. a. If an exceptional instance arises requiring the response of the SWAT Team, the requesting law enforcement agency shall manage the incident utilizing the tenants of the National Incident Management System, including but not limited to, invoking the Incident Command System and appointing a trained and qualified Incident Commander from the requesting law enforcement agency.

   b. The SWAT Team will not be the ultimate authority in the management of a critical incident. Members of the SWAT Team while in their capacity as SWAT Team members will not assume the role of Incident Commander during a critical incident.

c. When an Incident Commander attempts to utilize the SWAT Team in a manner that violates law, Longmont Police Department's policies and procedures, well established standards and practices pertaining to the deployment and use of tactical teams, or in a manner the SWAT Team Commander deems inappropriate, the SWAT Team Commander has the authority to refuse such directive. In all instances, the SWAT Team Commander will provide the Incident Commander with viable options and alternatives regarding incident resolution. In those instances where the Incident Commander and SWAT Team Commander cannot reach consensus regarding the use and deployment of the SWAT Team, the Longmont Chief of Public Safety or his designee will determine the use and deployment of the SWAT Team.

d. During a SWAT Team activation, members of the SWAT Team report to and answer to the SWAT Team command structure, not to the supervisors of their respective employing agencies. Conflicting orders, directives, or conflicts of interest will be brought to the attention of the Incident Commander and SWAT Team Commander without delay.

C. RESPONSIBILITIES OF EACH MUNICIPALITY

1. As identified in **Exhibit A**, each municipality shall contribute qualified POST certified police officers and support personnel to serve on or support the SWAT Team as established in **Exhibit A**.

2. In addition to contributing qualified personnel to serve on the SWAT Team, Mead will pay to Longmont a sum specified in **Exhibit A** to offset the ongoing expenses of their representatives on the SWAT Team. Mead agrees to pay their share as outlined in **Exhibit A** on or before March 1 of each year this Agreement is in effect unless otherwise stated in **Exhibit A**. The SWAT Team budget shall be included in the budget of the Longmont Police Department. Any SWAT Team personnel subsidized through grant programs will be funded per the grant provisions.

3. In the absence of supplying one or more qualified SWAT Team members, Mead will pay to Longmont a specified sum to offset the ongoing expenses of providing tactical team services to their respective communities as described in **Exhibit A**. When required, Mead agrees to make payment as described in **Exhibit A** during the last quarter of each year this Agreement is in effect unless otherwise stated in **Exhibit A**. At its discretion, Longmont may waive all or part of this provision due to unforeseeable circumstances or due to circumstances beyond the control of Mead.

4. Longmont will:

   a. Maintain the SWAT Team in a manner essentially equivalent to the staffing levels identified in **Exhibit A**.

b. Direct the SWAT Team to respond to critical incidents occurring within the jurisdiction of any party to this Agreement, including, but not limited to, barricade and sniper situations, the service of high-risk warrants, fugitive apprehension, civil disorder, terrorist incidents or other exceptional instances when the requesting Chief of Police determines that other than standard police procedures, equipment and weapons are needed. Longmont will also direct the SWAT Team to respond to mutual aid requests when authorized.

c. Provide basic, advanced, specialized and ongoing "in-service" training to all members of the SWAT Team as Longmont determines is required or necessary to maintain a sufficient level of proficiency and readiness. Ongoing "in-service" training requirements are listed in **Exhibit A.**

d. Provide personnel, vehicles and specialized equipment, munitions and supplies for use during SWAT Team activations, training and public relation events.

e. Have SWAT Team personnel available to all municipalities to provide advice and consultation in the areas of law enforcement training, research and development.

5. a. The Longmont Police Department budget shall include the cost of operating the SWAT Team, including, but not limited to: purchasing, insuring, providing fuel and routine maintenance for SWAT Team vehicles; training; HazMat physicals; licensing; special certifications; uniforms; general and safety equipment; pagers/phones; ammunition; munitions; dues and food.

b. The Longmont SWAT Team budget shall not cover capital equipment expenditures including, but not limited to, tactical ballistic vests, ballistic helmets/face shields, and lethal weaponry such as handguns and rifles for employees of Mead.

c. Personal protective gear, equipment and weaponry purchased or utilized for SWAT Team purposes shall meet the specifications and requirements of the SWAT Team. At its discretion, the SWAT Team may suspend or waive all or part of this provision but such waiver shall only be temporary in duration.

d. Capital equipment purchased by each municipality shall remain the property of the respective municipalities.

6. Although the Longmont Police Department budget covers personnel costs for Longmont personnel, it does not cover personnel costs for Mead. Personnel costs include, but are not limited to, wages, compensation, overtime pay, benefits, including workers' compensation insurance, vacation and sick time and pay, costs associated with backfilling positions during team call outs, training and other SWAT Team related events. The parties acknowledge that any officer who is a member of the SWAT Team is at all times an employee of the officer's assigning agency. All personnel costs, such as salaries, benefits and overtime of designated officers assigned to the SWAT Team shall continue to be the responsibility of the designating agency. Thus, capital equipment expenditures and personnel costs for individual members are the responsibility of the municipality that employs the individual SWAT Team member.

7. When major purchases are required for the benefit of the SWAT Team as a whole, all municipalities agree to work together cooperatively and collaboratively in an effort to determine an equitable method of funding such purchases. If applicable, issues of ownership, maintenance, retention and disposal will be addressed through an updated **Exhibit A** or, if necessary, through a separately negotiated and executed intergovernmental agreement.

8. Within the scope and intent of this Agreement, each municipality agrees to fund required and approved but unbudgeted expenses as soon as practical, either as separate entities or through a collaborative partnership, using their current year budget funds or obtaining funding in the following year through their respective budget processes. This includes, but is not limited to, expenses related to outfitting newly appointed team members, replacement of expired, outdated or damaged protective gear, replacement or repair of outdated, damaged or malfunctioning equipment, and expenses related to team expansion.

9. The municipalities intend this Agreement to constitute a "temporary assignment" under Section 29-5-108, C.R.S., of each party's personnel or equipment when operating in a jurisdiction other than its own and therefore that the provisions of Section 29-5-108, C.R.S., apply.

10. Nothing contained in this Agreement, and no performance under this Agreement by personnel of any municipality shall in any respect alter or modify the status of officers, agents, or employees of the respective municipalities for purposes of workers' compensation or their benefits or entitlements, pension, levels or types of training, internal discipline, certification, or rank procedures, methods, or categories, or for any purpose, or condition or requirement of employment. Workers' compensation coverage shall apply as required by Section 29-5-109, C.R.S.

11. Personnel appointed by Longmont to the SWAT Team shall have successfully completed all requirements set forth and administered by the SWAT Team for participation on the SWAT Team. Personnel requesting assignment to the SWAT Team will be evaluated on their knowledge, experience, employment history, dependability, maturity, teamwork, commitment, ability handling stress conditions and job proficiency as evidenced or demonstrated by, but not limited to, oral examination, written instruments, written exercises, performance evaluations, and practical exercises. In addition, officers requesting assignment to the tactical portion of the SWAT Team will be evaluated on their firearms proficiency and physical conditioning as evidenced or demonstrated by, but not limited to, firearms qualifications and physical fitness/agility testing.

    a. Representatives from each municipality will be invited to participate in, assist with or provide input regarding all aspects of SWAT Team selection processes.

    b. Within the constraints of law, each municipality agrees to share all personnel, training, evaluation and discipline files or records on any employee participating in a SWAT Team selection process. As required, written permission to view such information will be obtained from the applicant. Review privileges will only be authorized for SWAT Team supervisors and will stay in effect for those applicants appointed to the SWAT Team as long as they remain members of the SWAT Team.

12. Officers assigned or appointed to the tactical portion of the SWAT Team shall successfully maintain and pass established SWAT Team performance standards such as firearms qualifications, HazMat physical, and physical fitness/agility standards. An officer assigned or appointed to the negotiation portion of the SWAT Team shall be required to maintain the performance standards for firearm qualifications set by the officer's respective police agency. All SWAT Team members shall maintain all certifications, training requirements, and other job-related performance standards set by the members' respective police agency.

13. If a SWAT Team member warrants reprimand, suspension, demotion or dismissal from employment as a direct result of their involvement or participation in the SWAT Team, disciplinary action shall be the responsibility of the member's employing municipality. If some lesser form of corrective or instructive action is warranted, the Commander of the SWAT Team is authorized to issue the correction or instruction. Any member's participation in the SWAT Team shall be determined solely by the Longmont Chief of Public Safety.

14. It is understood and agreed by the municipalities that if any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

15. Each municipality's obligation to pay any sum of money under this Agreement or to operate the SWAT Team is contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations. Nothing in this Agreement shall be deemed a pledge of a municipality's credit, or a payment guarantee by a municipality if appropriated funds are not available to any municipality, that municipality shall be relieved of its obligations hereunder, and such municipality shall and thereafter cease to be a participant on the SWAT Team.

16. Protocol for Intervening in Use of Force: Any member that witnesses another member using excessive force must intervene to stop the force being used and immediately report it to a supervisor as required by C.R.S. 18-8-802, as amended.

17. Internal Investigations: For internal investigations arising out of incidents involving the SWAT Team, each law enforcement agency shall be responsible for investigating its own members as needed. Each municipality agrees to cooperate and coordinate in the investigations by the other municipality, including in the sharing of information from interviews conducted by each municipality during an internal investigation involving a SWAT Team incident. If one law enforcement agency desires or is required to interview one or more members of the other law enforcement agency, a member of the officer's agency shall be allowed to be present during the interview. In addition, the officer(s) being interviewed shall be informed that the interview is being conducted in cooperation with the other law enforcement agency, and the officer(s) shall be provided Garrity advisements for such joint agency interviews, as required by law and applicable policies of the law enforcement agencies. For purposes of coordinating and communicating regarding internal investigations arising out of incidents involving the SWAT Team, the point of contact for

Mead is the Mead Chief of Police and the point of contact for Longmont is Chief of Public Safety.

18. Confidential Information: The parties acknowledge that information obtained and exchanged about criminal or administrative investigations in the performance of or related to this Agreement may be confidential. The parties will protect and release all confidential information pursuant to the requirements of state and federal law and will provide and maintain a secure environment that ensures confidentiality of all documents and information. This paragraph applies to all forms of confidential information, including but not limited to hard copy, electronic, video, audio, and photographic formats along with any confidential information contained in or accessed through any computerized data system that the parties may gain access to through this Agreement.

19. Records Requests: Longmont shall be responsible for responding to criminal justice records requests regarding the SWAT Team. Mead agrees to cooperate as needed in providing any information required to properly respond to such records requests.

20. Press Releases: Press releases and/or the release of information to the media will be made by the agency in whose jurisdiction the event occurred in accordance with the releasing agency's media release policy. No other information shall be unilaterally released or provided to the media by any party without prior approval by the other party. No information pertaining to the SWAT Team itself will be released to the media without the mutual approval of all parties.

D. CONTRIBUTING PERSONNEL TO THE SWAT TEAM

The contribution of qualified POST certified police officers to the SWAT Team is essential for the effective functioning of the expanded SWAT Team. Between January 1, 2022 and December 31, 2022, each party shall contribute the personnel designated below. **Exhibit A** shall be amended annually to reflect personnel to be made available by each party during that year. Any exceptions or extensions will be noted in the relevant **Exhibit A**. Any allocations of additional officers or support personnel after December 31, 2022 will be designated in a revised **Exhibit A** agreed upon and signed by both parties.

Town of Mead:
One Tactical Member

City of Longmont:
One SWAT Team Administrator, One SWAT Team Commander, One SWAT Team Assistant Commander, Nineteen Tactical Operators (including Scout/Snipers), Nine Crisis Negotiations Squad Members, Four Tactical Medics, Six Tactical Dispatchers, and Administrative Support Personnel as needed.

All police officers assigned to the SWAT Team are eligible for Entry, Scout Sniper, Crisis Negotiations including Squad Leader and Assistant Squad Leader.

E. TERM, WITHDRAWAL AND TERMINATION

1. This Agreement shall remain in effect for one year beginning January 1, 2022 and ending at midnight on December 31, 2022, unless earlier terminated as provided herein. Beginning on January 1, 2023, this Agreement shall automatically renew each year on January 1st for subsequent one-year terms (each term a "Renewal Term") unless and until notice has been provided by one party to the other in accordance with paragraph E.2 below. For each Renewal Term, the parties may agree in writing to update **Exhibit A** if and as needed.

2. Any municipality may withdraw from participation in this Agreement with or without cause by delivering such withdrawal notice in writing by certified mail to the other participating municipalities and providing sixty (60) days' notice.

F. NOTICE

1. Any notice required or permitted by this Agreement shall be in writing and shall be deemed given at the time it is deposited in the U.S. mail, postage pre-paid, certified mail, return receipt requested, addressed to the party to whom it is given as follows:

Town of Mead	City of Longmont
ATTN: Town Manager	ATTN: Chief of Public Safety
P.O. Box 626	225 Kimbark St.
Mead, CO 80542	Longmont, CO 80501

2. Either municipality may change its address to which notices are sent by a notice similarly sent.

G. SEVERABILITY

1. This Agreement contains the complete Agreement concerning the subject matter of this Agreement between the parties and shall, as of the effective date hereof, supersede all agreements between any of the municipalities pertaining to the same subject matter.

2. The interpretation and enforcement of this Agreement shall be consistent with the laws of the State of Colorado. In addition, the parties agree that if any legal action is commenced for enforcement of any term or provision of, or arising under or related to, this Agreement, said action shall be exclusively commenced in the Judicial District courts of the County of Boulder, State of Colorado, and the parties consent to the jurisdiction and venue of such courts.

H. WAIVER OR MODIFICATION

No waiver or modification of this Agreement or of any term or provision shall be valid unless in writing and executed by the participating municipalities.

I. INSURANCE AND LIABILITY

1. Each municipality shall procure and maintain in full force and effect such insurance or self-insurance that will insure its obligations and liabilities under Colorado law, including workers' compensation, automobile liability and general liability. Such insurance of each

party shall be adequate to protect each respective party from liability claims and demands arising from the performance of duties under this Agreement and to cover all operations by the party's police officers under this Agreement.

2. Each party shall be responsible for its own negligent acts and no party shall indemnify the other for claims, demands, or judgment arising from the acts or omissions of the other party. All other legal liability and litigation arising from or out of the conduct or performance of officers assigned to the SWAT Team shall be the responsibility of that officer's respective designating agency; however, any officer acting under the specific orders of a superior officer of the SWAT Team from another agency may create a shared liability with that other agency, all in accordance with and pursuant to applicable law.

3. The parties agree that if any party receives a claim or lawsuit by any third party that relates to the performance of duties or actions taken pursuant to this Agreement, it will provide notice of the same to the other party within a reasonable time. The parties also agree to cooperate with one another and with the insuring entities of the parties in defending any such claim.

4. Nothing in this Agreement shall be deemed a waiver of any immunity granted under the Colorado Governmental Immunity Act, Section 24-10-101, etc., C.R.S. or confer any benefits to any person not a party to this Agreement.

5. The provisions of this Agreement shall not be construed as restricting, modifying or abolishing the right of any member of the SWAT Team to receive workers' compensation benefits pursuant to Section 29-5-109, C.R.S. Any pension fund payments payable to a member of the SWAT Team due to disability or death arising from the performance of their duties shall be made in accordance with Section 29-5-110, C.R.S.

J. THIRD-PARTY BENEFICIARY

This Agreement is solely for the benefit of the parties hereto, and no third party shall be entitled to claim or enforce any rights hereunder except as expressly provided herein.

K. WAIVER AND SURVIVAL

The failure of any municipality to insist upon the strict compliance by any other municipality with respect to any of the terms or conditions of this Agreement shall not be construed as a waiver, nor shall such course of action deprive such party of the right thereafter to require strict adherence to the terms and provisions of this Agreement.

L. HEADINGS AND CAPTIONS

The headings and captions used in this Agreement are for the convenience of reference only, and do not form part of this Agreement.

M. AGREEMENT READ AND UNDERSTOOD

The parties hereto have read and understood this entire instrument and acknowledge that they have had competent legal counsel available to them in their review and execution of said Agreement.

N. PUBLIC SERVICES CONTRACT PROVISIONS

1. The parties shall not knowingly employ or contract with an undocumented worker to perform work under this Agreement. The parties shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with an undocumented worker to perform work under this Agreement or (b) fails to certify to any party that the subcontractor will not knowingly employ or contract with an undocumented worker to perform work under this Agreement.
2. The parties have verified or attempted to verify through participation in the basic pilot program administered by the United States Department of Homeland Security that they do not employ any undocumented workers.
3. The parties shall not use basic pilot program procedures to undertake preemployment screening of job applicants while performing this Agreement.
4. If a party obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an undocumented worker, the party shall, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an undocumented worker:
   4.1 notify the subcontractor and the other parties within three days that the party has actual knowledge that the subcontractor is employing or contracting with an undocumented worker; and
   4.2 terminate the subcontract with the subcontractor if, within three days of receiving notice that the party has actual knowledge that the subcontractor is employing or contracting with an undocumented worker, the subcontractor does not stop employing or contracting with the undocumented worker.
5. The parties shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to Section 8-17.5-102 (5), C.R.S.
6. In addition to any other legal or equitable remedy any party may be entitled to for a breach of this Agreement, if a party terminates this Agreement, in whole or in part, due to another party's breach of any provision of this Agreement, the breaching party shall be liable for actual and consequential damages to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates noted below.

SIGNATURE PAGES FOLLOW

Mead Signature Page For:

AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LONGMONT AND THE TOWN OF MEAD FOR MEMBERSHIP ON THE CITY OF LONGMONT SPECIAL WEAPONS AND TACTICS TEAM

TOWN OF MEAD

_____ _____

By: Colleen Whitlow, Mayor DATE:

ATTEST:

_____

Mary Strutt, Town Clerk

Longmont Signature Page For:

AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LONGMONT AND THE TOWN OF MEAD FOR MEMBERSHIP ON THE CITY OF LONGMONT SPECIAL WEAPONS AND TACTICS TEAM

City Of Longmont

_____ _____

By: Joan Peck, Mayor Date:

Attest:

_____

Dawn Quintana, City Clerk

Approved As To Content: Approved As To Insurance Provisions:

_____ _____

Longmont Chief of Public Safety Doug Spight, Longmont Risk Manager

Approved As To Form:

_____

Senior Assistant City Attorney

_____ _____

Proofread Date

EXHIBIT A

A. <u>Time Frame</u> This document is an exhibit to the **INTERGOVERMENTAL AGREEMENT BETWEEN THE CITY OF LONGMONT AND THE TOWN OF MEAD FOR MEMBERSHIP ON THE CITY OF LONGMONT SPECIAL WEAPONS AND TACTICS TEAM** and applies to the calendar year 2022.

B. <u>Personnel Contribution</u> The contribution of qualified POST certified police officers and support personnel to the City of Longmont Special Weapons and Tactics (SWAT) Team by the Town of Mead and the City Longmont shall be determined by agreement of the parties prior to the start of each calendar year. Minimum personnel contributions for calendar year 2022 are:

Town of Mead	One Tactical Member
City of Longmont	One SWAT Team Administrator, One SWAT Team Commander, One SWAT Team Assistant Commander, Nineteen Tactical Operators (including Scout/Snipers), Nine Crisis Negotiations Squad Members, Four Tactical Medics, Six Tactical Dispatchers, and Administrative Support Personnel as needed.

C. <u>Financial Contribution</u> Once the Town of Mead contributes a qualified POST certified police officer to the SWAT Team, it shall pay to the City of Longmont the below listed amounts to offset the ongoing expenses related to such officer being a member of the City of Longmont SWAT Team for the calendar year 2022:

$2,500 for <u>each</u> Tactical Member contributed

Payments are per person per year and are not pro-rated. Full payment for each position currently filled shall be made by March 1st of the applicable calendar year. Payments for positions yet to be filled shall be made not more than ninety (90) days following the officer's appointment to the SWAT Team, but in no case later than December 31st of the applicable calendar year.

D. <u>Contribution in Lieu of Personnel</u> In the event Town of Mead fails to supply all of the qualified SWAT Team members as required in Paragraph B, that party will pay the below listed amounts to the City of Longmont for the member(s) not supplied to offset the ongoing expenses of providing tactical team services to their community:

$7,000 for each Tactical Member

Payments are per person per year and are pro-rated.

E. **<u>Training</u>** In addition to basic, advanced and specialized schools, certification courses, training conferences and fitness testing, members of the SWAT Team will undergo regular and ongoing "in-service" training. The estimated amount of ongoing "in-service" training for 2021 is shown below. Absences from "in-service" training are allowed for vacation, illness, injury leave, family medical leave, bereavement leave, court and for unusual or special circumstances as approved by the SWAT Team Commander or Assistant Commander.

Tactical Member - Approximately 19 days spread over 12 months plus SWAT Week (60 hours)

Scout/Sniper - Approximately 19 days spread over 12 months plus SWAT Week (60 hours) plus once per month for 12 months for scout/sniper training

Agenda Item Summary

MEETING DATE:	August 29, 2022
SUBJECT:	**Resolution No. 66-R-2022** – A Resolution of the Town of Mead, Colorado, Calling a Special Election to Be Held on November 8, 2022, for the Proposed Town of Mead Elevation 25 General Improvement District
PRESENTED BY:	Marcus McAskin, Town Attorney

SUMMARY

This is a request for the Board of Trustees to approve two items related to the proposed formation of the Town of Mead Elevation 25 General Improvement District, specifically the following:

(1) Resolution No. 66-R-2022 (A RESOLUTION OF THE TOWN OF MEAD, COLORADO, CALLING A SPECIAL ELECTION TO BE HELD ON NOVEMBER 8, 2022, FOR THE PROPOSED TOWN OF MEAD ELEVATION 25 GENERAL IMPROVEMENT DISTRICT); and

(2) Ordinance No. 1006 (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 ELEVATION 25 GENERAL IMPROVEMENT DISTRICT" PURSUANT TO § 31-25-601, ET SEQ., C.R.S., AND PROVIDING FOR THE QUESTION OF THE ORGANIZATION OF SUCH 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 SAID DISTRICT).

The Town Clerk has received a petition for the organization of a general improvement district (the "Petition") referred to in the Petition as the "Town of Mead Elevation 25 General Improvement District" (the "GID" or "proposed district") (see Attachment 3 to this Agenda Item Summary). The Petition is addressed to the Town Clerk and the Board of Trustees. The Petition seeks formation of the GID for two primary purposes:

(1) to reimburse costs and expenses of installation and construction of the public streets and related appurtenances, drainage infrastructure, and public safety, wayfinding and directional signage (collectively, the "proposed improvements") located within the boundaries of the GID generally consisting of the property within the final plat of ELEVATION 25 FILING NO. 1, WELD COUNTY, STATE OF COLORADO and that certain proposed public street abutting the southerly boundary of the GID and to be generally located within or abutting Lot 3, RITCHIE BROTHERS AUTION FILING NO. 1; and

(2) to assist the Town with defraying the costs associated with repairing, operating and maintaining the proposed improvements, to include without limitation, snowplowing, street sweeping and future mill and overlay activities with respect to the public streets, and other operations and

maintenance services to be provided by the Town once the proposed improvements have been completed by the developer of the project and dedicated to the Town (collectively, the "proposed services"); and

Part 6 of Article 25 of Title 31, C.R.S. ("Improvement Districts in Municipalities") sets forth the procedure for organizing general improvement districts. C.R.S. § 31-25-606(1) requires that the Board of Trustees hold a public hearing regarding the sufficiency of the Petition, unless the Petition has been executed by 100% of the owners of taxable property to be included in the boundaries of the proposed district and the Petition requests a waiver of the hearing requirement.

In this case, the Petition has been executed by 100% of the owners of taxable property to be included in the initial boundaries of the proposed district and specifically requests a waiver of all applicable notice and hearing requirements.

Below are staff's findings regarding C.R.S. Section 31-25-607:

OVERVIEW/BACKGROUND INFORMATION

<table>
<tr><th>C.R.S. Section</th><th>Staff Finding</th></tr>
<tr><td rowspan="2">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 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.</td><td>Total Number of Electors:
Based on the Weld County property records and voter registration lists, and the "designation of elector form" on file with the Town Clerk (reference Attachment 4 to this Agenda Item Summary), the number of electors of the proposed district is one (1).</td></tr>
<tr><td>Total Valuation for Assessment of Real and Personal Property:

Based on the Weld County property records the total actual valuation of the properties in the proposed district (as of August 2022) is $235,986.00, and the total valuation for assessment is $68,350.00 (reference Weld County Account Nos. R8978003, R8978000 and R8977999).</td></tr>
</table>

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.	Petition Sufficiency: Staff determined that the Petition signer is a valid elector of the proposed district, based on the definition of "elector of a district" in C.R.S. Section 31-25-602(2) (see above for definition). Therefore staff's finding is that the Petition has been executed by 100% of the owners of taxable property to be included in the initial boundaries of the proposed district.
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. C.R.S. Section 31-25-607 (3.5) If the petition for organizing a district is signed by one hundred percent of the owners of taxable real property to be included in the district and contains a request for such waiver, the governing body may, at its discretion, waive all or any of the requirements for notice, publication and a hearing set forth in [section 31-25-607] and in section 31-25-606.	

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, or without a hearing pursuant to subsection (3.5), then the Board of Trustees may, by ordinance duly adopted, proceed to order that the question of organization of the proposed district and such other matters as the Board of Trustees deems appropriate, including but not limited to, the issuance of bonds or other 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.

Currently, Town staff anticipates that the GID organizational election may be held as part of the Town's November 8, 2022 coordinated general election with Weld County or conducted as a mail ballot election in accordance with Article 10 of Title 31, C.R.S.

Ordinance No. 1006 sets for the Board's findings regarding the total number of electors in the proposed district, the total valuation for assessment of property in the proposed district, and the sufficiency of the Petition; orders an election to be held for the organization of the proposed district, appoints the Town Clerk as the Designated Election Official, and refers a specific ballot measure and ballot issues to the electors of the proposed district.

NEXT STEPS

TABOR Election

C.R.S. § 31-25-607(4)(a) permits the special election to be held on the date of a general election. Staff will conduct the TABOR election for the proposed district as a special mail ballot election to be held on November 8, 2022 in conformance with the Colorado Constitution and C.R.S. Titles 1 and 31, as applicable. Only an "elector of a district" as defined at C.R.S. Section 31-25-602(2) will receive the GID ballot. Staff has confirmed that the special election may be held in coordination with Weld County pursuant to the terms of the intergovernmental agreement between the Town and the County (previously approved by Town Ordinance No. 1001 dated July 11, 2022). Alternatively, the special election will be held and conducted as a special mail ballot election in accordance with Part 9 of Article 10 of Title 31, C.R.S.

GID Election/Formation Timeline

August 6, 2022	Complete Petition filed in the office of the Town Clerk
August 29, 2022	Board of Trustees considers proposed ordinance regarding organization of GID; Board of Trustees considers resolution calling a special election for November 8, 2022
September 9, 2022	Final ballot content due to County Clerk or to Designated Election Official (DEO), as applicable
September 23, 2022	Last day for voters to file written pro/con comments concerning TABOR issues with Town Clerk
September 26, 2022	Last day for Town Clerk to deliver/file ballot issue notices with County Clerk/DEO
October 7, 2022	Last day for Clerk/DEO to mail TABOR notices to electors
October 17, 2022	First day ballots may be mailed
November 8, 2022	Election Day
November 8, 2022	Election results certified (coordinated election or conducted as special mail ballot election)

STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the August 29th consent agenda will approve the Resolution and the Ordinance. If these items are pulled off of consent for questions or for further discussion, the following motions are recommended:

Recommended Motion (Resolution Calling Special Election):

> "I move to adopt Resolution No. 66-R-2022 – A Resolution of the Town of Mead, Colorado, calling a special election to be held on November 8, 2022, for the proposed Town of Mead Elevation 25 General Improvement District."

Recommended Motion (Ordinance Making Findings/Determinations regarding GID Petition and GID Organization):

> "I move to adopt Ordinance No. 1006 – 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 Elevation 25 General Improvement District" pursuant to § 31-25-601, *et seq.*, C.R.S., and providing for the question of the organization of such 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 said District."

ATTACHMENTS

1. Resolution No. 66-R-2022
2. Ordinance No.1006
3. Petition to Create the Town of Mead Elevation 25 General Improvement District
4. Designation of Elector Form

TOWN OF MEAD, COLORADO
RESOLUTION NO. 66-R-2022

A RESOLUTION OF THE TOWN OF MEAD, COLORADO, CALLING A SPECIAL ELECTION TO BE HELD ON NOVEMBER 8, 2022, FOR THE PROPOSED TOWN OF MEAD ELEVATION 25 GENERAL IMPROVEMENT DISTRICT

WHEREAS, the Board of Trustees desires to conduct the organizational election for the Town of Mead Elevation 25 General Improvement District (the "Proposed District") on November 8, 2022, to coincide with the Town's regular election; and

WHEREAS, specifically, the Board of Trustees desires to call a special election in order to permit the electors of the Proposed District to vote on the ballot question and ballot issue(s) set forth in Ordinance No. 1006 dated August 29, 2022; and

WHEREAS, the Town's regular election to be held on November 8, 2022 will be conducted as a coordinated election with Weld County as set forth in Town Ordinance No. 1001 dated July 11, 2022 ("Ordinance No. 1001"); and

WHEREAS, the Board desires to confirm that the Proposed District's organizational election shall also be conducted as a coordinated election with Weld County, if appropriate; and

WHEREAS, the Board also desires to confirm that the Proposed District's organization election may be conducted as a mail ballot election in accordance with Part 9 of the Municipal Election Code, specifically C.R.S. §§ 31-10-907 through -913, if necessary,

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

Section 1. The Board of Trustees calls a special election to be held on November 8, 2022, in order to conduct the organizational election for the Proposed District. The special election shall be coordinated with Weld County or conducted as a mail ballot election in accordance with Part 9 of the Municipal Election Code, specifically C.R.S. §§ 31-10-907 through -913.

Section 2. Delegation of Authority to Town Clerk (as Designated Election Official). The Board of Trustees hereby delegates authority to the Town Clerk to execute any necessary amendment(s) to the Election IGA (as that term is defined in Ordinance No. 1001) and further authorizes the Town Clerk (as the Designated Election Official), or her respective designee(s) to take whatever action is necessary to coordinate the organizational election for the Proposed District. The Board of Trustees hereby designates the Town Clerk as the election official responsible for conducting the special election and supervising the distributing, handling, counting of ballots, and the survey of returns in accordance with state law. The Town Clerk shall be authorized to appoint election judges or other persons to: (a) supervise the designated depositories, if any; and (b) to take other actions as necessary for the proper conduct of the mail ballot election, if and to the extent applicable. In accordance with C.R.S. § 31-10-908(1), the Town Clerk shall take all necessary steps to protect the confidentiality of the ballots cast and the integrity of the election.

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 29th DAY OF AUGUST, 2022.

ATTEST:

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

TOWN OF MEAD:

By: _____
Colleen G. Whitlow, Mayor

TOWN OF MEAD, COLORADO
ORDINANCE NO. 1006

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 ELEVATION 25 GENERAL IMPROVEMENT DISTRICT" PURSUANT TO § 31-25-601, *ET SEQ.*, C.R.S., AND PROVIDING FOR THE QUESTION OF THE ORGANIZATION OF SUCH 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 SAID DISTRICT

WHEREAS, a Petition seeking the formation of the Town of Mead Elevation 25 General Improvement District (the "Petition") has been filed in the office of the Town Clerk; and

WHEREAS, the Petition is executed by ELEVATION 25 INDUSTRIAL OWNER, LLC, a Delaware limited liability company (the "Petitioner"); and

WHEREAS, the property to be included within the initial boundaries of the proposed *Town of Mead Elevation 25 General Improvement District*, in the Town of Mead, Colorado ("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 § 31-25-607(3.5), C.R.S., the Petition has been signed by one hundred percent (100%) of the owners of taxable real property to be included within the proposed District and contains a request for a waiver of all of the requirements pertaining to notice, publication and a public hearing on the Petition as set forth in §§ 31-25-606 and -607, C.R.S.; and

WHEREAS, the Board of Trustees has elected to waive all notice, publication and public hearing requirements related 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 $68,350.00 (reference Weld County Account Nos. R8978003, R8978000 and R8977999).

b. The Petition has been duly signed by one hundred percent of the owners of taxable real property to be included in the proposed District;

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, the issuance of bonded indebtedness 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 8, 2022 (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 8, 2022 ballot:

Ballot question ____:

SHALL TOWN OF MEAD ELEVATION 25 GENERAL IMPROVEMENT DISTRICT, AS MORE PARTICULARLY DESCRIBED IN TOWN ORDINANCE NO. 1006, BE ORGANIZED IN THE TOWN OF MEAD, COLORADO?

YES:_____ NO:_____

Ballot issue _____:

SHALL TOWN OF MEAD ELEVATION 25 GENERAL IMPROVEMENT DISTRICT ("DISTRICT") TAXES BE INCREASED $100,000 ANNUALLY, COMMENCING IN 2023, OR BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM AN AD VALOREM MILL LEVY NOT IN EXCESS OF THREE (3.000) 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 ANNUAL ADMINISTRATIVE COSTS RELATED TO THE DISTRICT AND 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 2023 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 ELEVATION 25 GENERAL IMPROVEMENT DISTRICT ("DISTRICT") TAXES BE INCREASED BY $75,000.00 ANNUALLY 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), AS NECESSARY FOR THE PAYMENT OF AMOUNTS DUE PURSUANT TO ONE OR MORE AGREEMENTS OR OTHER CONTRACTS WITH ELEVATION 25 INDUSTRIAL OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY (OR ITS SUCCESSOR(S) OR ASSIGN(S)), BY THE IMPOSITION OF AD VALOREM PROPERTY TAXES LEVIED IN ANY YEAR, AND SHALL THE PROCEEDS OF SUCH TAXES AND ANY INVESTMENT INCOME THEREON BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT IN FISCAL YEAR 2023 AND IN EACH

FISCAL YEAR THEREAFTER AS A VOTER-APPROVED REVENUE CHANGE WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, THE LIMITS IMPOSED ON INCREASES IN PROPERTY TAXATION BY SECTION 29-1-301, C.R.S. IN ANY YEAR, OR ANY OTHER LAW WHICH PURPORTS TO LIMIT THE DISTRICT'S REVENUES OR EXPENDITURES AS IT CURRENTLY EXISTS OR AS IT MAY BE AMENDED IN THE FUTURE, ALL WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

YES:_____ NO:_____

Ballot issue _____:

SHALL TOWN OF MEAD ELEVATION 25 GENERAL IMPROVEMENT DISTRICT ("DISTRICT") DEBT BE INCREASED $3,000,000 WITH A REPAYMENT COST OF $15,000,000 AND SHALL DISTRICT TAXES BE INCREASED $15,000,000 ANNUALLY OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PAYMENT OF SUCH DEBT AND ANY REFUNDINGS THEREOF; SUCH DEBT TO CONSIST OF REIMBURSEMENT AGREEMENTS ("CONTRACTS") WITHOUT LIMIT AS TO TERM WITH ONE OR MORE PRIVATE ENTITIES WHICH CONTRACTS WILL CONSTITUTE MULTIPLE FISCAL YEAR FINANCIAL OBLIGATIONS AND WHICH WILL OBLIGATE THE DISTRICT TO REIMBURSE TO SUCH ENTITY OR ENTITIES FOR ADVANCES MADE TO AND COSTS INCURRED ON BEHALF OF THE DISTRICT FOR THE PURPOSES OF FINANCING, DESIGNING, ACQUIRING, CONSTRUCTING, COMPLETING OR OTHERWISE PROVIDING, AND THE COSTS OF OPERATING AND MAINTAINING, ANY PUBLIC IMPROVEMENT INCLUDING ADMINISTRATIVE COSTS OF THE DISTRICT, ALL AS MAY BE PROVIDED IN SUCH CONTRACTS; SUCH DEBT TO BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 6% PER ANNUM, BE REFINANCED AT A NET EFFECTIVE INTEREST RATE NOT TO EXCEED THE MAXIMUM NET EFFECTIVE INTEREST RATE WITHOUT ADDITIONAL VOTER APPROVAL, AND CONTAIN SUCH TERMS, NOT INCONSISTENT HEREWITH, AS THE DISTRICT'S BOARD OF DIRECTORS MAY DETERMINE; SUCH DEBT TO BE ISSUED OR INCURRED AT ONE TIME OR FROM TIME TO TIME, TO BE PAID FROM ANY LEGALLY AVAILABLE REVENUES OF THE DISTRICT, INCLUDING THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT, WITHOUT LIMITATION OF RATE AND AMOUNT OR WITH SUCH LIMITATIONS AS MAY BE DETERMINED BY THE DISTRICT'S BOARD OF DIRECTORS, TO BE USED FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON SUCH DEBT WHEN DUE; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE

REVENUES FROM SUCH TAXES AND ANY OTHER REVENUES USED TO PAY SUCH DEBT, AND INVESTMENT EARNINGS THEREON, BE COLLECTED, RETAINED, AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, OR ANY OTHER LAW WHICH PURPORTS TO LIMIT THE DISTRICT'S REVENUES OR EXPENDITURES AS IT CURRENTLY EXISTS OR AS IT MAY BE AMENDED IN THE FUTURE, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED 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 AUGUST, 2022.

ATTEST: **TOWN OF MEAD**

By: _____ By: _____

Mary E. Strutt, MMC, Town Clerk Colleen G. Whitlow, Mayor

Attachment A

INITIAL BOUNDARIES of Town of Mead Elevation 25
General Improvement District, Town of Mead, Weld County, Colorado

LOT 1, ELEVATION 25 FILING NO. 1,
TOWN OF MEAD, COUNTY OF WELD,
STATE OF COLORADO

Containing an area of 6.038 acres, more or less

LOT 2, ELEVATION 25 FILING NO. 1,
TOWN OF MEAD, COUNTY OF WELD,
STATE OF COLORADO

Containing an area of 6.369 acres, more or less

TRACT C, ELEVATION 25 FILING NO. 1,
TOWN OF MEAD, COUNTY OF WELD,
STATE OF COLORADO

Containing an area of 23.148 acres, more or less

CONTAINING A TOTAL AREA OF 35.555 ACRES, MORE OR LESS.

Agenda Item Summary

MEETING DATE: August 29, 2022

SUBJECT: Resolution No. 67-R-2022 - A Resolution of the Town of Mead, Colorado, Approving a First Amendment to the Agreement for Professional Services between the Town and SAFEbuilt Colorado, LLC for Building Official and Inspection Services

PRESENTED BY: Jason Bradford, AICP, Community Development Director

SUMMARY

For many years, the Town of Mead has utilized SAFEbuilt Colorado ("SAFEbuilt") for building and permitting services, including performing building inspections, building permit reviews, issuance of Certificates of Occupancy (CO), interpreting building codes, and providing and maintaining permitting software (Community Core). The existing Agreement for Professional Services with SAFEbuilt (the "Agreement") has been in place since 2020 and is automatically renewed each year. SAFEbuilt has performed the duties of the contract faithfully and staff is very satisfied with their work and professionalism.

Town staff requested the opportunity to amend portions of the existing Agreement in order to address several issues. The most pertinent issue that staff wanted to discuss with SAFEbuilt is the impending construction of homes in the Red Barn subdivision and the fees that the Town remits to SAFEbuilt to pay for their services. Staff anticipates that the Red Barn subdivision, located on the southwest corner of CR 32 and CR 13, will soon be seeking residential building permits. The Annexation Agreement for this development was established in 2018 and provides for a 50% reduction in building permit fees. However, the Town pays SAFEbuilt for their services through the building permit fees. The Town remits 55% of the building permit fees to SAFEbuilt. This would leave the Town with a negative 5% gap between the fees that are collected in the Red Barn development and the fees that are paid to SAFEbuilt. The First Amendment to the SAFEbuilt Agreement ("First Amendment") addresses this issue. SAFEbuilt has agreed to reduce their fees to 50% of the building permit fees for the Red Barn development.

In addition to the fee reduction for the Red Barn development, the First Amendment also establishes and clarifies SAFEbuilt's commitments to the Town staff and the greater community to:

- Provide additional training to on the permitting software (Community Core); and
- Provide training and education on building code updates; and
- Provide twelve (12) hours of SAFEbuilt staff volunteer time every year to support and promote community events; and

- Provide the Town with a small financial contribution every year to support and promote community events and sponsorship opportunities.

Finally, the First Amendment establishes the terms for permit technician services if the need for such services should arise for the Town.

FINANCIAL CONSIDERATIONS

In addition to reduction of fees that SAFEbuilt will charge for the Red Barn subdivision, the First Amendment establishes the following commitments by SAFEbuilt at no cost to the Town:

- Additional Town Staff training on the Community Core software; and
- Twelve (12) hours of volunteer time; and
- Training and education on building code updates.

The First Amendment also includes an annual financial contribution of $1500 by SAFEbuilt to the Town for community events and sponsorship opportunities and sets the cost of permit technician services to the Town at $65.00 per hour.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends approval of the First Amendment to Agreement for Professional Services between the Town and SAFEbuilt Colorado, LLC and recommends the following motion:

"I move to adopt Resolution No. 67-R-2022, A Resolution of the Town of Mead, Colorado, Approving a First Amendment to the Agreement for Professional Services between the Town and SAFEbuilt Colorado, LLC for Building Official and Inspection Services."

ATTACHMENTS

Resolution No. 67-R-2022 (First Amendment attached as Exhibit 1)

TOWN OF MEAD, COLORADO
RESOLUTION NO. 67-R-2022

A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING A FIRST AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE TOWN AND SAFEBUILT COLORADO, LLC FOR BUILDING OFFICIAL AND INSPECTION SERVICES

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

WHEREAS, the Town entered into that certain Agreement for Professional Services dated August 10, 2020 ("Agreement") with SAFEbuilt Colorado, LLC ("Contractor") pursuant to which Contractor provides building official and inspection services for the Town; and

WHEREAS, the Agreement provides that any amendments to the scope of services and compensation for Contractor must be amended in writing signed by the Parties and amendments to the Contractor's compensation must be approved by the Board of Trustees; and

WHEREAS, the Board of Trustees desires to approve a First Amendment to Agreement for Professional Services with Contractor in substantially the form attached to this Resolution as **Exhibit 1** (the "First Amendment"); and

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

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

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

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 29TH DAY OF AUGUST, 2022.

ATTEST: **TOWN OF MEAD:**

By: _____ By: _____
Mary E. Strutt, MMC, Town Clerk Colleen G. Whitlow, Mayor

Attachments to Resolution:
Exhibit 1 – First Amendment to Agreement for Professional Services

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

Project/Services Name: Building Official and Inspection Services

THIS FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES ("First Amendment") amends the Agreement for Professional Services entered into by and between **SAFEBUILT COLORADO, LLC**, a Colorado limited liability company and wholly owned subsidiary of SAFEBuilt, LLC, with offices at 3755 Precision Drive, Suite 140, Loveland, Colorado 80538 (the "Contractor") and the **TOWN OF MEAD, COLORADO**, a municipal corporation of the State of Colorado (the "Town"). The Town and Contractor may be collectively referred to herein as the "Parties" or individually as "Party."

RECITALS

WHEREAS, the Parties entered into that certain Agreement for Professional Services dated August 10, 2020 ("Agreement"), pursuant to which Contractor was engaged to provide building official and inspection services ("Scope of Services"); and

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

WHEREAS, the Parties desire to include additional services in the Scope of Services in **Exhibit A** to the Agreement and to amend the fee schedule in **Exhibit B** to the Agreement, as set forth in this First Amendment.

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

1. **Recitals.** The foregoing recitals are true and correct and are incorporated into the Agreement by this reference as though set forth in full.

2. **Original Terms and Conditions.** Except as amended herein, the original terms and conditions of the Agreement remain in full force and effect.

3. **Amended Scope of Services**. The Scope of Services in **Exhibit A** to the Agreement is amended to add the following services:

   OTHER SERVICES – NO COST TO TOWN

   - ✓ Training on Community Core Solutions Software
   - ✓ Twelve (12) hours annually of volunteer time
   - ✓ One (1) sponsorship of Town's choice annually in the amount of $1,500.00
     - Sponsorship shall not create a conflict of interest for Contractor
   - ✓ Education and training on code updates upon request from Town

AS-REQUESTED PERMIT TECHNICIAN SERVICES

- ✓ Provide qualified individuals to perform the functions of this position
- ✓ Facilitate the permitting process from initial permit intake to final issuance of permit
- ✓ Review submittal documents and request missing information to ensure packets are complete
- ✓ Provide front counter customer service as necessary
- ✓ Answer questions concerning the building process and requirements
- ✓ Form and maintain positive relationships with municipal staff and maintain a professional image
- ✓ Determine permit fees based on municipal fee schedule, if requested
- ✓ Work with municipal clerk to facilitate open records requests, if requested
- ✓ Provide inspection scheduling and tracking to ensure code compliance
- ✓ Act as an office resource to inspectors in the field
- ✓ Process applications for municipal boards and commissions, if requested
- ✓ Provide input, tracking and reporting to help increase efficiencies
- ✓ The as-requested permit technician services are provided at the hourly rate indicated in Exhibit B

4. **Compensation**. The following two rows are added to the table in **Exhibit B** of the Agreement:

Red Barn Development	50% of Town Fees
As-Requested Permit Technician Services	$65.00/hour (one hour minimum)

5. **Conflict.** This First Amendment is and shall be construed as part of the Agreement. In the case of any inconsistency between this First Amendment and the Agreement, the provisions containing such inconsistency shall be reconciled with one another to the maximum extent possible, and then to the extent of any remaining inconsistency, the terms of this First Amendment shall control.

6. **Counterparts; Facsimile or Electronic Signature; Authority.** The Parties hereto agree that this First Amendment may be executed in multiple counterparts which, when signed by all Parties, shall constitute a binding agreement. The Parties further agree that this First Amendment may be executed by facsimile or electronic signature, and that any facsimile or electronic signature shall be binding upon the Party providing such signature as if it were the Party's original signature.

7. **Effective Date.** This First Amendment shall be effective on the first (1st) day of the month following the date of mutual execution of this Agreement by the Parties.

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

SIGNATURE PAGES FOLLOW

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

TOWN OF MEAD, COLORADO:

By: _____
Colleen G. Whitlow, Mayor

Date of execution: _____

ATTEST:

_____
Mary Strutt, MMC, Town Clerk

APPROVED AS TO FORM (*excluding any exhibits*):

_____
Marcus McAskin, Town Attorney

CONTRACTOR: SAFEBuilt Colorado, LLC,
a Colorado limited liability company

By: _____
Gary Amato, Chief Administrative Officer

Date of execution: _____

STATE OF COLORADO)
COUNTY OF _____) ss.

The foregoing First Amendment to Agreement for Professional Services was acknowledged before me this _____ day of _____, 2022, by Gary Amato as Chief Administrative Officer of SAFEBuilt Colorado, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

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

Agenda Item Summary

MEETING DATE:	August 29, 2022
SUBJECT:	**Resolution 68-R-2022** - A Resolution of the Town of Mead, Colorado, Approving Acquisition (Lease) of Five (5) Fleet Vehicles for 2023, Utilizing the Master Equity Lease Agreement with Enterprise Fleet Management (EFM) Dated January 14, 2021
PRESENTED BY:	Erika Rasmussen, Town Engineer/Public Works Director

SUMMARY

Staff is requesting to lease a 2023 Ford Ranger (Public Works/Engineering), 2023 Ford F-150(Recreation), and three (3) 2022 Police Interceptors (Police) from Enterprise Fleet Management ("EFM") pursuant to the terms of that certain Master Equity Lease Agreement dated January 14, 2021, by and between the Town and EFM (the "Lease Agreement").

The Public Works/Engineering fleet vehicle will be primarily designated for engineering staff for field inspections. The Recreation fleet vehicle will be used for hauling, moving, and preparing recreational items needed to conduct town events. Three additional Police Interceptor vehicles will be used to meet the demands of additional staff. Two of the three police vehicles are replacements for the 2011 Ford Expeditions. Due to long lead time for vehicles, and short ordering window, staff is requesting Board authorization to order the vehicles for a 2023 delivery as these items will be included in the 2023 proposed budget. Payment is not due until the vehicle is delivered in 2023.

All fleet management of the leased vehicles is handled by EFM, including acquisition, outfitting, routine maintenance, and trade-in. The vehicles are acquired through Sourcewell, a cooperative public purchasing organization that holds competitively solicited cooperative contracts ready for use by government, education, and nonprofit organizations. Cooperative purchasing allows the Town to utilize competitive solicitations that meet or exceed local requirements and obtain the best pricing due to volume discounts.

The leasing program provides a predictable replacement schedule which more evenly distributes the expenses over time. There are no mileage penalties/fees/restrictions if the estimated lease mileage is exceeded. The equity in the leased vehicles at the end of the term may be applied toward future vehicles in the fleet management program (or the vehicles may be purchased if desired), further reducing ongoing operating costs.

FINANCIAL CONSIDERATIONS

The vehicles will be on a 48-month term, As set forth above, monthly payments will not be due until the vehicle is delivered to the Town in 2023.

Financial obligations in 2023 will be as follows:

DEPARTMENT	VEHICLE	MONTHLY $	YEARLY $
Public Works/Engineering	2023 Ford Ranger	$742.29	$8907.48
Recreation	2023 Ford F-150	$1,027.74	$12,332.88
Police Department	2023 Police Interceptor (3)	$1,187.85 (3) $3,563.55	$14,254.20 (3) $42,762.60

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends approval of the Resolution. A motion to approve the consent agenda will approve the Resolution. If the Board decides to remove this item from the consent agenda for questions or discussion, staff recommends the following motion:

"I move to approve Resolution No. 68-R-2022,

A Resolution of the Town of Mead, Colorado, Approving the acquisition (Lease) of five (5) fleet vehicles for 2023, utilizing the Master Equity Lease Agreement with Enterprise Fleet Management (EFM)."

ATTACHMENTS

Resolution No. 68-R-2022
Enterprise Fleet Management Quotes

TOWN OF MEAD, COLORADO
RESOLUTION NO. 68-R-2022

A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING ACQUISITION (LEASE) OF FIVE (5) FLEET VEHICLES FOR 2023 UTILIZING THE MASTER EQUITY LEASE AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT (EFM) DATED JANUARY 14, 2021

WHEREAS, the Town of Mead ("Town") has the authority to enter into contracts for any lawful municipal purpose pursuant to § 31-15-101, C.R.S. and is authorized to lease personal property pursuant to § 31-15-101(1)(d); and

WHEREAS, the Town has previously entered into that certain Master Equity Lease Agreement dated January 14, 2021 ("Lease Agreement") with Enterprise FM Trust, a Delaware statutory trust ("EFM"); and

WHEREAS, the Town's Public Works/Engineering Department intends to lease five (5) additional vehicles as generally described in **Exhibit A** attached hereto (the "Vehicles"); and

WHEREAS, the Board of Trustees has determined that the leasing of the Vehicles is for a valid public purpose and is essential to the operations of the Town; and

WHEREAS, the Board of Trustees desires to lease the Vehicles utilizing the terms of the Lease Agreement; and

WHEREAS, Town Staff has secured lease rate quotes for the Vehicles (Quote No. 6652643 dated 08/23/2022 from Enterprise which will be signed three times for three of the Vehicles, Quote No. 6627820 dated 08/05/2022 from Enterprise for one of the Vehicles; Quote No. 6615400 dated 08/05/2022 from Enterprise for one of the Vehicles, a copy of all quotes is on file with the City Clerk); and

WHEREAS, the obligation of the Town to pay the monthly rentals (as defined in the Lease Agreements) shall be from year to year only, shall constitute currently budgeted expenditures of the Town, shall not constitute a mandatory charge or requirements in any ensuring budget year, and shall not constitute a general obligation or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the Town within the meaning of any constitutional or statutory limitation or requirements concerning the creation of indebtedness, nor a mandatory payment obligation of the Town in any ensuring fiscal year beyond any fiscal year during which the Lease Agreement shall be in effect.

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

Section 1. Determination of Need. The Board of Trustees of the Town has determined that a true and real need exists for the acquisition of Vehicles described in **Exhibit A**.

Section 2. Approval and Authorization. The Board of Trustees of the Town of Mead hereby authorizes the persons identified in this Section 2 below to execute the Schedule(s) (as that term is utilized in the Lease Agreement) and other documents as necessary to secure the acquisition of the Vehicle pursuant to and in accordance with the terms of the Lease Agreement:

Authorized individuals: Mayor Colleen Whitlow
Town Manager Helen Migchelbrink
Town Clerk/Town Treasurer Mary Strutt

Section 3. Effective Date. This resolution shall become 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 AUGUST, 2022.

ATTEST:

By _____
Mary E. Strutt, MMC, Town Clerk

TOWN OF MEAD:

By _____
Colleen G. Whitlow, Mayor

Exhibit A
Vehicles

New Vehicle	Purchase Price	Annual Lease Payment	Monthly Lease Payment	Term (Months)
Ford Police Interceptor Utility (2023)	$ 48,022.00	$ 14,254.20	$ 1,187.85	48
Ford Police Interceptor Utility (2023)	$ 48,022.00	$ 14,254.20	$ 1,187.85	48
Ford Police Interceptor Utility (2023)	$ 48,022.00	$ 14,254.20	$ 1,187.85	48
Ford Ranger (2023)	$ 35,144.00	$ 8,907.48	$ 742.29	48
Ford F-150 (2023)	$ 50,160.00	$ 12, 332.88	$ 1,027.74	48
TOTAL		**$ 64,002.96**		

enterprise | FLEET MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No: 6627820

Prepared For: Town of Mead
Strutt, Mary

Date 08/17/2022
AE/AM JB0/JB0

Unit #
Year 2023 **Make** Ford **Model** Ranger
Series XL 4x4 SuperCrew ft. box 126.8 in. WB
Vehicle Order Type Ordered **Term** 48 **State** CO **Customer#** 608136

$ 35,144.00		Capitalized Price of Vehicle [1]
$ 0.00	*	Sales Tax 0.0000% **State** CO
$ 811.12	*	Initial License Fee
$ 200.00	*	Registration Fee
$ 200.00		Other:Courtesy Delivery Fee
$ 0.00		Capitalized Price Reduction
$ 0.00		Tax on Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Tax on Gain On Prior
$ 0.00	*	Security Deposit
$ 0.00	*	Tax on Incentive (Taxable Incentive Total : $0.00)
$ 35,344.00		Total Capitalized Amount (Delivered Price)
$ 530.16		Depreciation Reserve @ 1.5000%
$ 164.96		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) [2]
$ 695.12		**Total Monthly Rental Excluding Additional Services**
		Additional Fleet Management
		Master Policy Enrollment Fees
$ 0.00		Commercial Automobile Liability Enrollment
		Liability Limit $0.00
$ 0.00		Physical Damage Management — Comp/Coll Deductible 0 / 0
$ 47.17		Full Maintenance Program [3] Contract Miles 40,000 — OverMileage Charge $ 0.0600 Per Mile
		Incl: # Brake Sets (1 set = 1 Axle) 0 — # Tires 0 — Loaner Vehicle Not Included
$ 47.17		**Additional Services SubTotal**
$ 0.00		Sales Tax 5.9000% **State** CO
$ 742.29		**Total Monthly Rental Including Additional Services**
$ 9,896.32		Reduced Book Value at 48 Months
$ 400.00		Service Charge Due at Lease Termination

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	(0 P) Oxford White
Interior Color	(0 I) Ebony w/Front Premium Cloth Bucket Seat
Lic. Plate Type	Unknown
GVWR	0

Quote based on estimated annual mileage of 10,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.
Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE Town of Mead

BY **TITLE** **DATE**

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

[1] Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor anyManufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been UsedBy Lessor to Reduce the Capitalized Price of the Vehicle.

[2] Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

[3] The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payabl[illegible]ection of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

VEHICLE INFORMATION:

2023 Ford Ranger XL 4x4 SuperCrew ft. box 126.8 in. WB - US

Series ID: R4F

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$31,264	$32,230.00
Total Options	$3,485.00	$3,710.00
Destination Charge	$1,495.00	$1,495.00
Total Price	**$36,244.00**	**$37,435.00**

SELECTED COLOR:

Exterior: YZ-(0 P) Oxford White

Interior: LH-(0 I) Ebony w/Front Premium Cloth Bucket Seats

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
101A	Equipment Group 101A High	$1,067.00	$1,135.00
126WB	126.8" Wheelbase	STD	STD
153	Front License Plate Bracket	NC	NC
16E	Carpet Flooring w/Floor Mats	$136.00	$145.00
425	50-State Emissions System	STD	STD
44U	Transmission: Electronic 10-Speed SelectShift Auto	Included	Included
50UAIR	Dual-Zone Electronic Climate Control (DEATC)	Included	Included
50UGLS	Privacy Glass w/Rear Defrost	Included	Included
51D	Auto Start-Stop Removal	$-47.00	$-50.00
52B_	Cruise Control	Included	Included
53R	Trailer Tow Package	$465.00	$495.00
53RHTC	Class IV Trailer Hitch Receiver	Included	Included
55K	110V AC Power Outlet	$112.00	$120.00
58E_	SYNC	Included	Included
58M	SYNC 3	$329.00	$350.00
64Y_	Wheels: 17" Silver-Painted Aluminum	Included	Included
6SPK	6 Speakers	Included	Included
76F	STX Appearance Package	$1,029.00	$1,095.00
76FDCL	STX Box Decal	Included	Included
99H	Engine: 2.3L EcoBoost	Included	Included
FOB	Remote Key Fob w/Tailgate Lock	Included	Included
FOG	Halogen Fog Lamps	Included	Included
L	Front Premium Cloth Bucket Seats	Included	Included
LH_01	(0 I) Ebony w/Front Premium Cloth Bucket Seats	NC	NC
MIRROR	Day/Night Rearview Mirror	Included	Included
NONTR1	Tires: 17"	Included	Included
PAINT	Monotone Paint Application	STD	STD
PALARM	Perimeter Anti-Theft Alarm	Included	Included
SIRIUS	SiriusXM Satellite Radio	Included	Included
STDGV	GVWR: TBD	Included	Included
STDRD	Radio: AM/FM Stereo	Included	Included
SVMIR	Power Glass Sideview Mirrors	Included	Included
X73	Electronic-Locking Rear Differential	$394.00	$420.00

CODE	DESCRIPTION	INVOICE	MSRP
YZ_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

- Number Of Doors 4
- Rear Cargo Door Type: tailgate
- Driver And Passenger Mirror: power remote manual folding side-view door mirrors
- Convex Driver Mirror: convex driver and passenger mirror
- Door Handles: black
- Front And Rear Bumpers: black front and rear bumpers with black rub strip
- Rear Step Bumper: rear step bumper
- Front Tow Hooks: 2 front tow hooks
- Front License Plate Bracket: front license plate bracket
- Box Style: regular
- Body Material: galvanized steel/aluminum body material
- : class IV trailering with harness, hitch
- Paint Type: decal
- Grille: black grille

Convenience Features:

- Air Conditioning automatic dual-zone front air conditioning
- Voice Activated A/C: voice activated air conditioning
- Cruise Control: cruise control with steering wheel controls
- Power Windows: power windows with driver 1-touch down
- Remote Keyless Entry: keyfob (all doors) remote keyless entry
- Illuminated Entry: illuminated entry
- Integrated Key Remote: integrated key/remote
- Auto Locking: auto-locking doors
- Remote Engine Start: remote engine start - smart device only (subscription required)
- Steering Wheel: steering wheel with manual tilting, manual telescoping
- Day-Night Rearview Mirror: day-night rearview mirror
- Emergency SOS: SYNC 3 911 Assist emergency communication system
- Front Cupholder: front and rear cupholders
- Floor Console: full floor console with covered box
- Glove Box: locking glove box
- Driver Door Bin: driver and passenger door bins
- Rear Door Bins: rear door bins
- Dashboard Storage: dashboard storage
- IP Storage: bin instrument-panel storage
- Rear Underseat Storage Tray: rear underseat storage tray
- Retained Accessory Power: retained accessory power
- Power Accessory Outlet: 3 12V DC power outlets
- AC Power Outlet: 1 120V AC power outlet

Entertainment Features:

- radio SiriusXM AM/FM/Satellite with seek-scan
- Voice Activated Radio: voice activated radio
- Speed Sensitive Volume: speed-sensitive volume
- Steering Wheel Radio Controls: steering-wheel mounted audio controls
- Speakers: 6 speakers
- Internet Access: FordPass Connect 4G internet access
- 1st Row LCD: 2 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

- Headlamp Type delay-off projector beam halogen headlamps
- Front Fog Lights: front fog lights
- Cab Clearance Lights: cargo bed light
- Front Wipers: variable intermittent wipers
- Rear Window Defroster: rear window defroster
- Tinted Windows: deep-tinted windows

Dome Light: dome light with fade
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Voltometer: voltmeter
Compass: compass
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Front Pedestrian Braking: pedestrian detection
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Clock: in-radio display clock
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: SecuriLock immobilizer
Security System: security system
Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints with tilt
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: manual driver and passenger lumbar support
Driver Height Adjustment: manual height-adjustable driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest

Rear Seat Type: rear full bench seat
Rear Folding Position: rear seat fold-up cushion
Rear Seat Armrest: rear seat centre armrest
Leather Upholstery: premium cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Cabback Insulator: cabback insulator
Shift Knob Trim: urethane shift knob
Floor Mats: carpet front and rear floor mats
Interior Accents: chrome interior accents

Standard Engine:

Engine 270-hp, 2.3-liter I-4 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

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Open-End (Equity) Lease Rate Quote

Quote No: 6615400

Prepared For: Town of Mead
Strutt, Mary

Date 08/05/2022
AE/AM JB0/JB0

Unit #
Year 2023 **Make** Ford **Model** F-150
Series XL 4x4 SuperCrew Cab 5.5 ft. box 145 in. WB
Vehicle Order Type Ordered **Term** 48 **State** CO **Customer#** 608136

$ 50,160.00		Capitalized Price of Vehicle [1]
$ 0.00	*	Sales Tax 0.0000% **State** CO
$ 1,103.36	*	Initial License Fee
$ 0.00		Registration Fee
$ 200.00		Other: (See Page 2)
$ 0.00		Capitalized Price Reduction
$ 0.00		Tax on Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Tax on Gain On Prior
$ 0.00	*	Security Deposit
$ 0.00	*	Tax on Incentive (Taxable Incentive Total : $0.00)
$ 50,360.00		Total Capitalized Amount (Delivered Price)
$ 755.40		Depreciation Reserve @ 1.5000%
$ 224.47		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) [2]
$ 979.87		**Total Monthly Rental Excluding Additional Services**
		Additional Fleet Management
		Master Policy Enrollment Fees
$ 0.00		Commercial Automobile Liability Enrollment
		Liability Limit $0.00
$ 0.00		Physical Damage Management — Comp/Coll Deductible 0 / 0
$ 47.87		Full Maintenance Program [3] Contract Miles 40,000 — OverMileage Charge $ 0.0600 Per Mile
		Incl: # Brake Sets (1 set = 1 Axle) 0 — # Tires 0 — Loaner Vehicle Not Included
$ 47.87		**Additional Services SubTotal**
$ 0.00		Sales Tax 5.9000% **State** CO
$ 1,027.74		**Total Monthly Rental Including Additional Services**
$ 14,100.80		Reduced Book Value at 48 Months
$ 400.00		Service Charge Due at Lease Termination

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	(0 P) Oxford White
Interior Color	(0 I) Black w/Medium Dark Slate w/Cloth 40/Co
Lic. Plate Type	Unknown
GVWR	0

Quote based on estimated annual mileage of 10,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.
Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE Town of Mead

BY **TITLE** **DATE**

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

[1] Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor anyManufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been UsedBy Lessor to Reduce the Capitalized Price of the Vehicle.

[2] Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

[3] The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payabl[illegible]ection of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	B	$ 125.00
Courtesy Delivery Fee	C	$ 200.00
Total Other Charges Billed		$ 125.00
Total Other Charges Capitalized		$ 200.00
Other Charges Total		$ 325.00

VEHICLE INFORMATION:

2023 Ford F-150 XL 4x4 SuperCrew Cab 5.5 ft. box 145 in. WB - US

Series ID: W1E

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$42,889	$44,910.00
Total Options	$5,476.00	$6,015.00
Destination Charge	$1,795.00	$1,795.00
Total Price	**$50,160.00**	**$52,720.00**

SELECTED COLOR:

Exterior: YZ-(0 P) Oxford White

Interior: WS-(0 I) Black w/Medium Dark Slate w/Cloth 40/Console/40 Front-Seats or Cloth 40/Console/40 Front-Seats

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
101A	Equipment Group 101A Standard	NC	NC
145WB	145" Wheelbase	STD	STD
153	Front License Plate Bracket	NC	NC
413	Skid Plates	Included	Included
44G	Transmission: Electronic 10-Speed Automatic	Included	Included
471	Onboard 400W Outlet	$310.00	$340.00
524	SYNC 4 w/Enhanced Voice Recognition	$296.00	$325.00
52X	Auto Start-Stop Removal	$-46.00	$-50.00
53A	Trailer Tow Package	$1,206.00	$1,325.00
53B	Class IV Trailer Hitch Receiver	Included	Included
55A	FX4 Off-Road Package	$997.00	$1,095.00
55ADEC	4x4 FX4 Off-Road Bodyside Decal	Included	Included
55AHDC	Hill Descent Control	Included	Included
55AOSA	Off-Road Tuned Front Shock Absorbers	Included	Included
582	Radio: AM/FM SiriusXM w/360L	Included	Included
64C	Wheels: 17" Silver Steel	Included	Included
67T	Integrated Trailer Brake Controller	Included	Included
91P	8-Way Power Driver's Seat w/Power Lumbar (Fleet)	$319.00	$350.00
995	Engine: 5.0L V8	$2,125.00	$2,335.00
MONOSK	Monotube Rear Shocks	Included	Included
NNGV6	GVWR: 7,050 lbs Payload Package	Included	Included
PAINT	Monotone Paint Application	STD	STD
ROCKMD	Rock Crawl Mode	Included	Included
STDTR	Tires: 265/70R17 BSW A/T	Included	Included
SYNC	SYNC 4	Included	Included
W	Cloth 40/Console/40 Front-Seats	$269.00	$295.00
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
WS_01	(0 I) Black w/Medium Dark Slate w/Cloth 40/Console/40 Front-Seats or Cloth 40/Console/40 Front-Seats	NC	NC
XL3	Electronic Locking w/3.31 Axle Ratio	Included	Included
YZ_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

- Number Of Doors 4
- Rear Cargo Door Type: tailgate
- Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
- Skid Plates: skid plates
- Door Handles: black
- Front And Rear Bumpers: black front and rear bumpers with body-coloured rub strip
- Rear Step Bumper: rear step bumper
- Front Tow Hooks: 2 front tow hooks
- Front License Plate Bracket: front license plate bracket
- Box Style: regular
- Body Material: aluminum body material
- : class IV trailering with harness, hitch, brake controller
- Paint Type: badging
- Grille: black grille

Convenience Features:

- Air Conditioning manual air conditioning
- Air Filter: air filter
- Console Ducts: console ducts
- Cruise Control: cruise control with steering wheel controls
- Power Windows: power windows with driver and passenger 1-touch down
- Remote Keyless Entry: keyfob (all doors) remote keyless entry
- Illuminated Entry: illuminated entry
- Integrated Key Remote: integrated key/remote
- Auto Locking: auto-locking doors
- Remote Engine Start: remote engine start - smart device only (subscription required)
- Steering Wheel: steering wheel with manual tilting, manual telescoping
- Day-Night Rearview Mirror: day-night rearview mirror
- Emergency SOS: SYNC 4 911 Assist emergency communication system
- Navigation System: SYNC 4 Connected Navigation navigation system with voice activation
- Front Cupholder: front and rear cupholders
- Floor Console: full floor console with locking box
- Overhead Console: mini overhead console with storage
- Glove Box: locking glove box
- Driver Door Bin: driver and passenger door bins
- Rear Door Bins: rear door bins
- Dashboard Storage: dashboard storage
- Interior Concealed Storage: interior concealed storage
- IP Storage: bin instrument-panel storage
- Retained Accessory Power: retained accessory power
- Power Accessory Outlet: 1 12V DC power outlet
- AC Power Outlet: 2 120V AC power outlet

Entertainment Features:

- radio SiriusXM with 360L AM/FM/Satellite with seek-scan
- Radio Data System: radio data system
- Voice Activated Radio: voice activated radio
- Speed Sensitive Volume: speed-sensitive volume
- Steering Wheel Radio Controls: steering-wheel mounted audio controls
- Speakers: 6 speakers
- Internet Access: FordPass Connect 4G internet access
- 1st Row LCD: 2 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

- Headlamp Type delay-off aero-composite halogen headlamps
- Auto-Dimming Headlights: Ford Co-Pilot360 - Auto High Beam auto high-beam headlights

Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Voltometer: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Reverse Sensing System rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Front Pedestrian Braking: pedestrian detection
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Inclinometer: inclinometer
Transmission Oil Temp Gauge: transmission oil temp. gauge
Clock: in-radio display clock
Systems Monitor: systems monitor
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: SecuriLock immobilizer
Security System: security system
Panic Alarm: panic alarm
Electronic Stability: electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints

Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and manual reclining passenger seats
Driver Lumbar: power 2-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Cabback Insulator: cabback insulator
Shift Knob Trim: urethane shift knob
Interior Accents: metal-look interior accents

Standard Engine:

Engine 400-hp, 5.0-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

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Open-End (Equity) Lease Rate Quote

Quote No: 6652643

Prepared For: Town of Mead
Strutt, Mary

Date 08/23/2022
AE/AM JB0/JB0

Unit #
Year 2023 **Make** Ford **Model** Police Interceptor Utility
Series Base All-Wheel Drive
Vehicle Order Type Ordered **Term** 48 **State** CO **Customer#** 608136

$ 48,022.00		Capitalized Price of Vehicle [1]
$ 0.00	*	Sales Tax 0.0000% **State** CO
$ 1,058.46	*	Initial License Fee
$ 200.00	*	Registration Fee
$ 200.00	*	Other:Courtesy Delivery Fee
$ 0.00		Capitalized Price Reduction
$ 0.00		Tax on Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Tax on Gain On Prior
$ 0.00	*	Security Deposit
$ 0.00	*	Tax on Incentive (Taxable Incentive Total : $0.00)
$ 48,022.00		Total Capitalized Amount (Delivered Price)
$ 998.86		Depreciation Reserve @ 2.0800%
$ 188.99		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) [2]
$ 1,187.85		**Total Monthly Rental Excluding Additional Services**
		Additional Fleet Management
		Master Policy Enrollment Fees
$ 0.00		Commercial Automobile Liability Enrollment
		Liability Limit $0.00
$ 0.00		Physical Damage Management — Comp/Coll Deductible 0 / 0
$ 0.00		Full Maintenance Program [3] Contract Miles 0 — OverMileage Charge $ 0.0000 Per Mile
		Incl: # Brake Sets (1 set = 1 Axle) 0 — # Tires 0 — Loaner Vehicle Not Included
$ 0.00		**Additional Services SubTotal**
$ 0.00		Sales Tax 5.9000% **State** CO
$ 1,187.85		**Total Monthly Rental Including Additional Services**
$ 76.72		Reduced Book Value at 48 Months
$ 400.00		Service Charge Due at Lease Termination

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	(0 P) Agate Black
Interior Color	(0 I) Charcoal Black w/Unique HD Cloth Front
Lic. Plate Type	Unknown
GVWR	0

Quote based on estimated annual mileage of 10,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.
Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE Town of Mead

BY **TITLE** **DATE**

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

[1] Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor anyManufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been UsedBy Lessor to Reduce the Capitalized Price of the Vehicle.

[2] Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

[3] The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payabl[illegible]ection of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

VEHICLE INFORMATION:

2023 Ford Police Interceptor Utility Base All-Wheel Drive - US

Series ID: K8A

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$45,750	$47,165.00
Total Options	$3,859.00	$4,105.00
Destination Charge	$1,495.00	$1,495.00
Total Price	**$51,104.00**	**$52,765.00**

SELECTED COLOR:

Exterior: UM-(0 P) Agate Black

Interior: 96-(0 I) Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
119WB	119" Wheelbase	STD	STD
153	Front License Plate Bracket	NC	NC
17A	Rear Auxiliary Air Conditioning	$573.00	$610.00
17T	Switchable Red/White Lighting in Cargo Area	$47.00	$50.00
18D	Global Lock/Unlock Feature	NC	NC
19V	Rear Camera On-Demand	$217.00	$230.00
425	50 State Emission System	STD	STD
43D	Dark Car Feature	$24.00	$25.00
44B	Transmission: 10-Speed Automatic	Included	Included
500A	Order Code 500A	NC	NC
51R	Driver Only LED Spot Lamp (Unity)	$371.00	$395.00
549	Heated Sideview Mirrors	$56.00	$60.00
55F	Remote Keyless Entry Key Fob w/o Key Pad	$320.00	$340.00
593	Perimeter Anti-Theft Alarm	$112.00	$120.00
60A	Grille LED Lights, Siren & Speaker Pre-Wiring	Included	Included
60R	Noise Suppression Bonds (Ground Straps)	$94.00	$100.00
66A	Front Headlamp Lighting Solution	$841.00	$895.00
68B	Police Perimeter Alert	$635.00	$675.00
68E	Low-Band Frequency Noise Suppression Kit	$183.00	$195.00
68G	Rear-Door Controls Inoperable	$71.00	$75.00
76R	Reverse Sensing System	$259.00	$275.00
86T	Tail Lamp/Police Interceptor Housing Only	$56.00	$60.00
87R	Rear View Camera	NC	NC
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Included	Included
96_01	(0 I) Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	NC	NC
99W	Engine: 3.3L V6 Direct-Injection Hybrid System	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDAX	3.73 Axle Ratio	Included	Included
STDGV	GVWR: 6,840 lbs (3,103 kgs)	Included	Included
STDRD	Radio: AM/FM/MP3 Capable	Included	Included
STDTR	Tires: 255/60R18 AS BSW	Included	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel	Included	Included
UM_01	(0 P) Agate Black	NC	NC

CODE	DESCRIPTION	INVOICE	MSRP
VIEW	Electrochromic Rear View Mirror	Included	Included

CONFIGURED FEATURES:

Body Exterior Features:

- Number Of Doors 4
- Rear Cargo Door Type: liftgate
- Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
- Convex Driver Mirror: convex driver and passenger mirror
- Spoiler: rear lip spoiler
- Door Handles: black
- Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip
- Front Tow Hooks: 1 front tow hooks
- Front License Plate Bracket: front license plate bracket
- Body Material: galvanized steel/aluminum body material
- : class III trailering with harness, hitch
- Body Side Cladding: body-coloured bodyside cladding
- Grille: black grille

Convenience Features:

- Air Conditioning automatic dual-zone front air conditioning
- Air Filter: air filter
- Rear Air Conditioning: rear air conditioning
- Cruise Control: cruise control with steering wheel controls
- Trunk/Hatch/Door Remote Release: power cargo access remote release
- Power Windows: power windows with driver and passenger 1-touch down
- 1/4 Vent Rear Windows: power rearmost windows
- Remote Keyless Entry: keyfob (all doors) remote keyless entry
- Steering Wheel: steering wheel with manual tilting, manual telescoping
- Day-Night Rearview Mirror: day-night rearview mirror
- Auto-dimming Rearview Mirror: auto-dimming rearview mirror
- Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors
- Overhead Console: mini overhead console with storage
- Glove Box: locking glove box
- Driver Door Bin: driver and passenger door bins
- Dashboard Storage: dashboard storage
- Driver Footrest: driver's footrest
- Retained Accessory Power: retained accessory power
- Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

- radio AM/FM stereo with seek-scan
- Speed Sensitive Volume: speed-sensitive volume
- Steering Wheel Radio Controls: steering-wheel mounted audio controls
- Speakers: 4 speakers
- Internet Access: Fleet Telematics Modem internet access
- 1st Row LCD: 2 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

- Headlamp Type projector beam LED low/high beam headlamps
- Front Wipers: variable intermittent speed-sensitive wipers wipers
- Rear Window wiper: fixed interval rear window wiper with heating wiper park
- Rear Window Defroster: rear window defroster
- Tinted Windows: deep-tinted windows
- Dome Light: dome light with fade
- Front Reading Lights: front and rear reading lights
- Variable IP Lighting: variable instrument panel lighting
- Display Type: analog appearance
- Tachometer: tachometer
- Low Tire Pressure Warning: tire specific low-tire-pressure warning
- Park Distance Control: rear parking sensors

Trip Computer: trip computer
Trip Odometer: trip odometer
Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: systems monitor
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Spare Tire Type: full-size spare tire
Spare Tire Mount: spare tire mounted inside under cargo
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Security System: security system Police Perimeter Alert with video recording
Electronic Stability: electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: manual driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Rear Seat Type: rear 35-30-35 split-bench seat
Rear Folding Position: rear seat fold-forward seatback
Leather Upholstery: cloth front seat upholstery
Rear Seat Material: vinyl rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert
Shift Knob Trim: urethane shift knob

Interior Accents: metal-look interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light
Cargo Tray: cargo tray/organizer

Standard Engine:

Engine 318-hp, 3.3-liter V-6 (hybrid regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD

Agenda Item Summary

MEETING DATE:	August 29, 2022
SUBJECT:	**Ordinance No. 1007** – An Ordinance of the Town of Mead, Colorado Submitting a Ballot Issue to the Voters of the Town of Mead at the November 8, 2022 Coordinated General Election Concerning the Imposition of an Occupational Tax on the Square Footage of Business Warehouses and Outdoor Warehouses
PRESENTED BY:	Mary Strutt, Town Clerk / Treasurer

SUMMARY

The attached Ordinance, if adopted by the Town of Mead Board of Trustees, would refer to the registered voters of the Town of Mead, a ballot issue for the November 8, 2022 election regarding the imposition of a new occupation tax. The Ordinance includes the proposed amendment to Mead Municipal Code ("MMC"), specifically adding Article VIII to Chapter 4 of the MMC ("Occupational Taxes"). The new Article would be added to the MMC only if voters approve the imposition of the new occupation tax.

Mead has seen an influx of large distribution centers, warehouses and storage facilities. The operation of these large warehouses puts additional wear and tear on the Town roadways resulting in increased road maintenance costs for the Town. In addition, these businesses require additional Town services including but not limited to public safety and police-related services. Since these warehouse/distribution/storage facilities do not, in general, collect and remit retail sales tax, the Town is considering an occupation tax as a means to require these types of businesses to pay their fair share of the expenses incurred by the municipality in providing services and facilities.

Pursuant to State statute (C.R.S. § 31-15-501(1)(c)), the Town has the power to regulate business by imposing an occupation tax on any lawful occupation, business place, amusement, or place of amusement. An occupation tax serves as a means to ensure a business located within a municipality to pay its fair share of the expenses incurred by the municipality in providing services and facilities.

The proposed occupation tax is based on square footage of a business warehouse or outdoor warehouse (as those terms are defined in the attached Ordinance) and, if approved by Town voters, will equitably approximate the amount of use such business warehouse and outdoor warehouse uses and their respective general operations and business activities, employees and customers make of the Town's services and facilities including but not limited to roadways and police services.

Any new tax is required to be approved by voters prior to going into effect. The attached Ordinance refers the issue of the proposed occupation tax to the voters on November 8, 2022.

The Board of Trustees has solicited public input into a proposed occupation tax. A letter was mailed to all Mead residents on July 29, 2022, briefly describing the proposal and inviting residents to attend the August 8 and August 29 Board of Trustees meetings. A second postcard mailing was sent to Mead residents on August 21st. Several community members and business owners attended the August 8, 2022 Board of Trustees meeting in order to provide input to the Board.

ADDITIONAL BACKGROUND INFORMATION

The attached Ordinance proposes the imposition of an occupation tax of **$0.20/sq. foot (annually)** for any business warehouse or outdoor warehouse (as those terms are defined in the attached Ordinance) exceeding **20,000 square feet**.

The amount of the tax (imposed on a per square foot basis) and the size of the business warehouse/outdoor warehouse facilities that will be subject to the tax are legislative matters to be determined by the Board of Trustees.

The Board may consider other options for tax rate and minimum square footage including the following:

Tax per sq ft	Minimum sq footage	2023 estimated revenue
$ 0.10	20,000	**$ 318,374**
$ 0.10	50,000	**$ 237,982**
$ 0.20	20,000	**$ 636,749**
$ 0.20	50,000	**$ 475,964**

The above table is not an exhaustive list of all options available, only of those options researched extensively by Town Staff. For example, the Board could decide to ask voters to approve a tax at $ 0.15/sq ft.

At the August 29 meeting, the Board will be asked to:

(1) decide whether to adopt the Ordinance (referring the ballot issue to Town voters at the November regular election), and
(2) provide clear direction to Town Staff regarding the amount of the tax (imposed on a per square foot basis) and the size of the business warehouse/outdoor warehouse facilities that will be subject to the proposed tax.

Following the Board's decision on these matters, the ballot issue language will be finalized and certified to Weld County in advance of the September 9, 2022 deadline for inclusion on the November ballot.

IMPACT

Review of commercial properties:

- Raterink/Access 25: located at I-25 and WCR 34, Mead has seen the construction of a 130,000 sq ft trucking terminal. A second trucking terminal is currently under construction with an anticipated size of over 370,000 sq ft. In addition, the Access 25 Logistics Park presentation to the Board of Trustees on July 11, 2022 indicated an anticipated 3.3M sq feet of commercial development in the initial boundaries and an additional 1.6M sq ft in the future inclusion area.
- Elevation 25/Ritchie Bros: Two buildings are currently under construction at the Elevation 25 development, at approximately 100,000 sq ft each. The Elevation 25 Preliminary Plat shows nine potential lots. While the current Ritchie Bros. operation would likely not satisfy the definition of business warehouse/outdoor warehouse under the proposed Ordinance, the Ritchie Bros. property may, in the future, be replatted into additional developable lots.
- Sekich Business Park/Lyons 66 Business Park: Located on the north and south side of Hwy 66, just east of I-25 this business park contains many smaller "warehouse" type businesses and many open lots upon which the businesses store their equipment.

- Other: Near downtown Mead and in the outskirts there are a few "storage" type facilities utilizing a mix of indoor and outdoor storage.

The review of properties was completed using Weld County Assessor information listing of "warehouse" and "outdoor storage". In addition, Town Staff reviewed other data in order to identify properties which appear to meet the definitions of business warehouse and outdoor warehouse set forth in the Ordinance. The estimates include existing buildings/properties and do not include future growth in either of these categories. Further detail is included in the attachments.

FINANCIAL CONSIDERATIONS

According to the above estimates, and subject to voter approval at the November regular election, an occupation tax of $0.20 per square footage on business warehouse and outdoor storage facilities over 20,000 square feet is expected to generate approximately just under $650,000 in the first year.

These additional revenues would be utilized by the Town to defray some, but not all, of the costs associated with maintaining Town roadway infrastructure and providing Town services, including but not limited to police and public-safety related services. This revenue stream, if approved by voters, will assist the Town with providing important public services and will assist the Town with maintaining roadway infrastructure at an acceptable standard.

This tax would be administered and collected by the Town Treasurer's office. Tax would be due and payable on July 1 of each calendar year.

STAFF RECOMMENDATION/ACTION REQUIRED

Suggested Motion:

"I move to adopt Ordinance No. 1007 – An Ordinance of the Town of Mead, Colorado, Submitting a Ballot Issue to the Voters of the Town of Mead at the November 8, 2022 Coordinated General Election Concerning the Imposition of an Occupational Tax on the Square Footage of Business Warehouses and Outdoor Warehouses which proposes the imposition of an occupation tax of **$0.20/sq. foot (annually)** for any business warehouse or outdoor warehouse exceeding **20,000 square feet**."

OR
To select a different option of tax and/or square footage:

"I move to adopt Ordinance No. 1007 – An Ordinance of the Town of Mead, Colorado, Submitting a Ballot Issue to the Voters of the Town of Mead at the November 8, 2022 Coordinated General Election Concerning the Imposition of an Occupational Tax on the Square Footage of Business Warehouses and Outdoor Warehouses which proposes the imposition of an occupation tax of **$ X.XX/sq. foot (annually)** for any business warehouse or outdoor warehouse exceeding **XX,XXX square feet**."

ATTACHMENTS

Ordinance No. 1007
Attachment A: Business Warehouse Space
Attachment B: Outdoor Storage
Attachment C: Future Buildout
Attachment D: Property Maps

ATTACHMENT A: BUSINESS WAREHOUSE SPACE

Estimates of occupation tax revenue (business warehouse space):

Existing Warehouses above 20,000 square feet				
Subdivision	**Number of Lots**	**Total Square Footage of Warehouse Space**	**Tax Dollars at 10 cents**	**Tax Dollars at 20 cents**
Elevation 25	2	203,752	$ 20,375.20	$ 40,750.40
Postle	1	380,000	$ 38,000.00	$ 76,000.00
Raterink	1	165,181	$ 16,518.10	$ 33,036.20
Sekich	13	420,189	$ 42,018.90	$ 84,037.80
Mead Crossings	1	82,520	$ 8,252.00	$ 16,504.00
Lighthouse Storage	1	34,659	$ 3,465.90	$ 6,931.80
Boulder Scientific	1	37,451	$ 3,745.10	$ 7,490.20
Valley 66 Business	7	190,648	$ 19,064.80	$ 38,129.60
Lyons 66	2	53,261	$ 5,326.10	$ 10,652.20
Other - not identified	unknown	200,000	$ 20,000.00	$ 40,000.00
Total	**29**	**1,767,661**	**$ 176,766.10**	**$ 353,532.20**

Existing Warehouses above 50,000 square feet				
Subdivision	**Number of Lots**	**Total Square Footage of Warehouse Space**	**Tax Dollars at 10 cents**	**Tax Dollars at 20 cents**
Elevation 25	2	203,752	$ 20,375.20	$ 40,750.40
Postle	1	380,000	$ 38,000.00	$ 76,000.00
Raterink	1	165,181	$ 16,518.10	$ 33,036.20
Sekich	1	56,090	$ 5,609.00	$ 11,218.00
Mead Crossings	1	82,520	$ 8,252.00	$ 16,504.00
Other - not identified	unknown	200,000	$ 20,000.00	$ 40,000.00
Total	**6**	**1,087,543**	**$ 108,754.30**	**$ 217,508.60**

ATTACHMENT B: OUTDOOR STORAGE

Estimates of occupation tax revenue (outdoor storage space):

Existing Outdoor Storage above 20,000 square feet				
Subdivision	**Number of Lots**	**Total Square Footage of Storage Space**	**Tax Dollars at 10 cents**	**Tax Dollars at 20 cents**
Lighthouse Storage	1	200,954	$ 20,095.40	$ 40,190.80
Sekich	5	463,768	$ 46,376.80	$ 92,753.60
Valley 66 Business	1	31,198	$ 3,119.80	$ 6,239.60
Postle	1	162,507	$ 16,250.70	$ 32,501.40
Harfst	1	57,656	$ 5,765.60	$ 11,531.20
Other - not identified	unknown	500,000	$ 50,000.00	$ 100,000.00
Total	**9**	**1,416,083**	**$ 141,608.30**	**$ 283,216.60**

Existing Outdoor Storage above 50,000 square feet				
Subdivision	**Number of Lots**	**Total Square Footage of Storage Space**	**Tax Dollars at 10 cents**	**Tax Dollars at 20 cents**
Lighthouse Storage	1	200,954	$ 20,095.40	$ 40,190.80
Sekich	3	371,160	$ 37,116.00	$ 74,232.00
Postle	1	162,507	$ 16,250.70	$ 32,501.40
Harfst	1	57,656	$ 5,765.60	$ 11,531.20
Other - not identified	unknown	500,000	$ 50,000.00	$ 100,000.00
Total	**6**	**1,292,277**	**$ 129,227.70**	**$ 258,455.40**

ATTACHMENT C: FUTURE BUILDOUT

Estimates of future buildout (warehouse)

Future (5-10 years) Warehouses at or above 20,000 square feet				
Subdivision	**Number of Lots**	**Total Square Footage of Warehouse Space**	**Tax Dollars at 10 cents**	**Tax Dollars at 20 cents**
Elevation 25	9	853,752	$ 85,375.20	$ 170,750.40
Access 25 (Postle and Raterink)	16	4,814,387	$ 481,438.70	$ 962,877.40
Access 25 - Not Annexed	1	1,200,000	$ 120,000.00	$ 240,000.00
Sekich Business Park	13	420,189	$ 42,018.90	$ 84,037.80
Mead Crossings	1	82,520	$ 8,252.00	$ 16,504.00
Lighthouse Storage	1	34,659	$ 3,465.90	$ 6,931.80
Boulder Scientific	1	37,451	$ 3,745.10	$ 7,490.20
Valley 66 Business Park	7	190,648	$ 19,064.80	$ 38,129.60
Lyons 66 Business Park	2	53,261	$ 5,326.10	$ 10,652.20
Other - not identified	unknown	1,000,000	$ 100,000.00	$ 200,000.00
Total	**51**	**8,686,867**	**$ 868,686.70**	**$ 1,737,373.40**

Future (5-10 years) Warehouses at or above 50,000 square feet				
Subdivision	**Number of Lots**	**Total Square Footage of Warehouse Space**	**Tax Dollars at 10 cents**	**Tax Dollars at 20 cents**
Elevation 25	9	853,752	$ 85,375.20	$ 170,750.40
Access 25 (Postle and Raterink)	16	4,814,387	$ 481,438.70	$ 962,877.40
Access 25 - Not Annexed	1	1,200,000	$ 120,000.00	$ 240,000.00
Sekich Business Park	1	56,090	$ 5,609.00	$ 11,218.00
Mead Crossings	1	82,520	$ 8,252.00	$ 16,504.00
Other - not identified	unknown	1,000,000	$ 100,000.00	$ 200,000.00
Total	**28**	**8,006,749**	**$ 800,674.90**	**$ 1,601,349.80**

Estimates of future buildout (outdoor storage)

Future (5-10 years) Outdoor Storage at or above 20,000 square feet				
Subdivision	**Number of Lots**	**Total Square Footage of Storage Space**	**Tax Dollars at 10 cents**	**Tax Dollars at 20 cents**
Lighthouse Storage	1	200,954	$ 20,095.40	$ 40,190.76
Sekich Business Park	5	463,768	$ 46,376.80	$ 92,753.67
Valley 66 Business Park	1	31,198	$ 3,119.80	$ 6,239.60
Access 25	4	900,463	$ 90,046.30	$ 180,092.60
Harfst	1	57,656	$ 5,765.60	$ 11,531.20
Other - not identified	unknown	1,000,000	$ 100,000.00	$ 200,000.00
Total	**12**	**1,654,039**	**$ 165,403.90**	**$ 330,807.80**

Future (5-10 years) Outdoor Storage at or above 50,000 square feet				
Subdivision	**Number of Lots**	**Total Square Footage of Storage Space**	**Tax Dollars at 10 cents**	**Tax Dollars at 20 cents**
Lighthouse Storage	1	200,954	$ 20,095.38	$ 40,190.76
Sekich Business Park	3	371,160	$ 37,115.98	$ 74,231.95
Access 25	4	900,463	$ 90,046.30	$ 180,092.60
Harfst	1	57,656	$ 5,765.60	$ 11,531.20
Other - not identified	unknown	1,000,000	$ 100,000.00	$ 200,000.00
Total	**9**	**2,530,233**	**$ 253,023.30**	**$ 506,046.60**

TOWN OF MEAD, COLORADO
ORDINANCE NO. 1007

AN ORDINANCE OF THE TOWN OF MEAD, COLORADO, SUBMITTING A BALLOT ISSUE TO THE VOTERS OF THE TOWN OF MEAD AT THE NOVEMBER 8, 2022 COORDINATED GENERAL ELECTION CONCERNING THE IMPOSITION OF AN OCCUPATIONAL TAX ON THE SQUARE FOOTAGE OF BUSINESS WAREHOUSES AND OUTDOOR WAREHOUSES

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

WHEREAS, the members of the Board of Trustees of the Town have been duly elected and qualified; and

WHEREAS, pursuant to C.R.S. § 31-15-501(1)(c), the Town has the power to regulate business by taxing any lawful occupation, business place, amusement, or place of amusement; and

WHEREAS, truck traffic associated with the operation of business warehouse and/or outdoor warehouse uses puts additional wear and tear on Town roadways resulting in increased road maintenance costs to the Town; and

WHEREAS, business warehouse and/or outdoor warehouse uses, including but not limited to large distribution centers and storage facilities require additional Town services including but not limited to public safety and police-related services; and

WHEREAS, the Colorado Supreme Court held in *Town of Eagle v. Scheibe*, 10 P.3d 648, 651 (2000) that an occupation tax may serve as a means to require a business located within a municipality to pay its fair share of the expenses incurred by the municipality in providing services and facilities; and

WHEREAS, in *Town of Eagle v. Scheibe*, the Colorado Supreme Court held that the plain language of C.R.S. § 31-15-501(1)(c) grants municipalities broad discretion to determine against whom and in what manner a municipality will impose an occupational tax; and

WHEREAS, in *Town of Eagle v. Scheibe*, the Colorado Supreme Court upheld an occupational tax of two dollars per hotel room rented because a tax based on the number of hotel rooms rented approximates the amount of use the hotel and its customers make of the municipality's services and facilities; and

WHEREAS, the Board of Trustees finds that an occupational tax based on square footage of a business warehouse or outdoor warehouse will equitably approximate the amount of use such business warehouse and outdoor warehouse uses and their respective general operations and business activities, employees and customers make of the Town's services and facilities including but not limited to roadways and police services; and

WHEREAS, the Colorado Supreme Court further held in *Springston v. City of Fort Collins*, 518 P.2d 939, 941 (1974), that the amount of an occupational tax is a matter of legislative determination, and there is no requirement that the occupational taxes be levied and assessed in accordance with municipal costs, so long as the occupation tax is set at a level that is not confiscatory or prohibitory; and

WHEREAS, the Board of Trustees specifically finds that the occupational tax contemplated in this Ordinance is not confiscatory or prohibitory and has been set at a level that permits the Town to defray some, but not all, costs associated with maintaining Town roadway infrastructure and providing Town services; and

WHEREAS, the Town desires to impose an occupation tax in accordance with C.R.S. § 31-15-501(1)(c) in order to identify a revenue stream to assist the Town with defraying the costs associated with providing Town services and assisting the Town with paying for the long-term maintenance of Town roadway infrastructure at an acceptable standard; and

WHEREAS, Article X, Section 20 of the Colorado Constitution, known as the Taxpayer's Bill of Rights ("TABOR") requires voter approval in advance of any new tax; and

WHEREAS, pursuant to Ordinance No. 1001 adopted by the Town Board of Trustees on July 11, 2022, the November 2022 election will be held and conducted as a coordinated election with Weld County pursuant to the Uniform Election Code of 1992; and

WHEREAS, the Town Board of Trustees desires to seek voter approval at said election for an annual occupation tax of **20 cents** (**$____0.20___)** per square foot of business warehouses and outdoor warehouses within the Town; and

WHEREAS, the Town Board of Trustees has determined that the proposed occupation tax of **20 cents** (**$__0.20__)** per square foot of business warehouses and outdoor warehouses within Town will result in an estimated **six hundred fifty thousand dollars ($ 650,000.00)** in annual revenue to the Town, commencing with the fiscal year beginning January 1, 2023; and

WHEREAS, the Town Board has determined to refer a ballot issue concerning the imposition of the occupation tax on the square footage of business warehouses and outdoor warehouses to Town voters in order to provide funding for public improvements and services, including without limitation street and roadway construction and maintenance projects, other capital improvements, the preservation of capital assets of the Town, and the continued delivery of police and public safety services; and

WHEREAS, conditioned on approval of Town voters of the occupation tax on square footage of business warehouses and outdoor warehouses, the Town Board of Trustees desires to adopt a new Article VIII of Chapter 4 of the *Town of Mead Municipal Code* (the "Municipal Code") to be titled "Occupational Taxes."

BE IT ORDAINED BY THE TOWN BOARD OF TRUSTEES FOR THE TOWN OF MEAD, COLORADO THAT:

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

Section 2. **Ballot Issue**. The Town Board of Trustees hereby refers the following TABOR ballot title and issue to the vote of the registered electors of the Town to be placed on the November 8, 2022, ballot:

Ballot Issue: ____:

SHALL THE TOWN OF MEAD TAXES BE INCREASED BY SIX HUNDRED FIFTY THOUSAND DOLLARS ($ 650,000.00) BEGINNING JANUARY 1, 2023, AND BY WHATEVER ADDITIONAL AMOUNTS ARE COLLECTED ANNUALLY THEREAFTER IN SUBSEQUENT YEARS BY THE IMPOSITION OF A NEW OCCUPATION TAX TO BE LEVIED IN THE AMOUNT OF 20 CENTS ($0.20) PER SQUARE FOOT OF A BUSINESS WAREHOUSE OR OUTDOOR WAREHOUSE LOCATED WITHIN THE TOWN OF MEAD AS THOSE USES ARE MORE SPECIFICALLY DEFINED IN TOWN ORDINANCE NO. 22-1007.

AND SHALL ALL REVENUES DERIVED FROM SUCH OCCUPATIONAL TAX BE USED AS A VOTER APPROVED REVENUE CHANGE, NOTWITHSTANDING ANY REVENUE OR EXPENDITURE LIMITATIONS CONTAINED IN ARTICLE X, SECTION 20, OF THE COLORADO CONSTITUTION, ARTICLE 1 OF TITLE 29, COLORADO REVISED STATUTES OR ANY OTHER LAW?

Yes _____

No _____

Section 3. **Article VIII of Chapter 4 Added**. If the majority of registered voters voting at the November 8, 2022 coordinated general election vote to approve the ballot issue set forth in **Section 2** of this Ordinance, then Chapter 4 of the Municipal Code is hereby amended by the addition of a new Article VIII, titled "Occupational Taxes," to read in full as follows:

ARTICLE VIII
OCCUPATIONAL TAXES

Division 1 – General Provisions

4-8-10. – Definitions.

For the purposes of this Article, the words herein contained shall have the meanings set forth in this Section:

Business means all activities engaged in or caused to be engaged in with the object of gain, benefit, or advantage, whether direct or indirect.

County means County of Weld, Colorado.

Person means any individual, firm, partnership, joint venture, corporation, limited liability company, estate or trust, receiver, trustee, assignee, lessee or any person acting in a fiduciary or representative capacity, whether appointed by the court or otherwise, or any group or combination acting as a unit.

Return means any form prescribed by the Town for computing and reporting total tax liability.

Tax means the occupation tax due from a taxpayer.

Taxpayer means any person obligated to collect and/or pay under the terms of this Code.

Town means the Town of Mead, Colorado.

Town Manager means the Town Manager of the Town or his or her designee.

4-8-20. – Occupation Taxes.

(a) The following businesses, professions, and occupations shall pay an annual occupation tax as follows:

(1) The property owner of real property where certain business warehouses or outdoor warehouses are operated shall pay per square foot the square footage tax provided in Section 4-8-210.

4-8-30. – Taxable Business.

(a) The tax herein provided shall not apply to the operation of any business which is exempt from federal or state taxation.

(b) The tax provide herein is upon the occupations and business in the performance of local functions.

4-8-40. – Exemptions.

Any person or entity that is exempt from paying sales tax under C.R.S. §§ 39-26-704(1) or 39-26-718, as amended, shall be exempt from the tax imposed by this Article.

4-8-50. – Time and Place for Payment of Taxes.

The occupational tax shall be due and payable to the Town Treasurer on July 1 of each calendar year. The tax, if not paid as provided, shall become delinquent as of September 1 of the same year, unless provided otherwise by this Article. Anyone who begins operation of a business after the delinquency date of September 1 shall pay the entire tax that is due and payable prior to the time that the person engages in the business, unless provided otherwise by this Article.

4-8-60. – Non-Exclusiveness of Tax.

The payment of the tax imposed by this Article shall not relieve the person paying the same from the payment of any other tax, nor or hereafter imposed by any ordinance for any business he or she may carry on unless so provided by the ordinance imposing the tax. It is the intent of this Article that the occupational taxes prescribed by the various Sections or Subsections of this Article applicable to any business shall be cumulative except where otherwise specifically provided.

4-8-70. – Multiple Tax.

Every person doing business in more than one (1) location shall pay a separate tax for each place of business, unless such places of business are contiguous to each other, open to into each other and are operated as a unit.

4-8-80. – Collection, Enforcement, Interest, and Penalties.

(a) The administrator for all provisions of this Article is hereby vested in and shall be exercised by the Town Manager, or his or her designee, who may prescribe forms and formulate and promulgate appropriate rules and regulations to effectuate the purpose of this Article.

(b) Failure to comply with any terms of this Article shall be a civil infraction. Penalties for failure to pay the Town's occupational tax or for failure to make a return and remit the correct amount of tax required by this Article, and the procedures for enforcing such penalties, shall be the same as proscribed in Article VII of Chapter 4 of this Code with respect to Town's lodging and occupation tax.

Division 2 – Occupational Tax on Business Warehouses and Outdoor Warehouses.

4-8-200. – Definitions.

Whenever used in this Article, the words hereinafter defined or constructed shall have the following meanings, unless context indicates otherwise:

Business Warehouse means a building or structure, or any part thereof, in which goods, wares, merchandise, or commodities are received or stored, whether or not for compensation, in furtherance of engaging in business. Enclosed self-storage businesses are considered business warehouses.

Outdoor Warehouse means an area that is outdoors and is primarily used for transloading of goods, wares, merchandise, or commodities on property for purposes of switching vehicles of conveyance for the primary purpose of wholesaling, storing, distributing, or reorganizing goods, wares, merchandise, or commodities en route to final destinations of sale or other transaction. Transloading generally involves the transfer of goods from one mode of transportation to another en route to an ultimate destination and, for purposes of the occupation tax, includes areas used for crossdocking, waylaying, temporary embarkment, and other similar activities. Outdoor (not enclosed) self-storage businesses are considered outdoor warehouses.

Self-Storage Business means real property designed and used for the purpose of renting or leasing storage space or storage units, either enclosed or not enclosed, to third parties who are given access to self-storage space or storage units for the purpose of accessing, storing, or removing personal property.

4-8-210. Imposition of Occupation Tax on Business Warehouses and Outdoor Warehouses.

(a) The property owner of real property where a business warehouse or outdoor warehouse is operated shall pay an annual occupational tax of **20 cents (\$0.20)** per square foot of total business warehouse or outdoor warehouse space that is owned, leased, occupied, or otherwise maintained within the Town.

(b) The annual occupational tax imposed by this Article shall not apply to any business warehouse or outdoor warehouse with a total area of business warehouse space or outdoor warehouse space of twenty thousand (20,000) square feet or less.

4-12-220. – Measurement of Square Footage.

(a) For purposes of properly calculating the occupational tax imposed by this Article, the square footage of a business warehouse shall be computed by utilizing records maintained by the Weld County Assessor, geographic

information system (GIS) data, building permit data, records of the Community Development Department, and other property-specific information and data available to the Town. Measurement shall also proceed in accordance with administrative rules and regulations adopted pursuant to Sec. 4-8-80(a) above.

(b) For purposes of properly calculating the occupational tax imposed by this Article, the square footage of an outdoor warehouse shall be computed by utilizing records maintained by the Weld County Assessor, geographic information system (GIS) data, building permit data, records of the Community Development Department, and other property-specific information and data available to the Town. For purposes of this Article, the square footage of an outdoor warehouse shall include those areas used for the receipt or storage of goods, wares, merchandise, or commodities that are being received and temporarily stored for transloading, whether or not for compensation, in furtherance of engaging in business. Such areas will typically include those areas where goods, wares, merchandise, and commodities, in transit to their ultimate destination, are parked, packaged, or stored after transloading, waylaying, or crossdocking. Square footage shall not include areas used only for employee, customer, or visitor parking, dock high loading areas used primarily for a business warehouse, buildings, areas used only for direct sales or rentals to consumers, landscaped areas, storm water facilities, maneuvering areas and drive aisles, areas used only for garbage or recycling pickup, rights-of-way, or other areas clearly not used for the temporary storage of goods, wares, merchandise, and commodities in transit. Measurement shall also proceed in accordance with administrative rules and regulations adopted pursuant to Sec. 4-8-80(a) above. Outdoor areas used for storage of agricultural products or for ancillary storage of materials utilized in, or products resulting from, onsite manufacturing operations are not considered outdoor warehouses.

Section 4. **Remaining Provisions.** Except as specifically amended hereby, all other provisions of the Town of Mead Municipal Code shall continue in full force and effect.

Section 5. **Codification Amendments.** The codifier of the Town of Mead's Municipal Code is hereby authorized to make such numerical, technical and formatting changes as may be necessary to incorporate the provisions of this Ordinance within the Town of Mead Municipal Code.

Section 6. **Severability.** Should any one or more sections or provisions of this Ordinance be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance, the intention being that the various sections and provisions are severable.

Section 7. **Repeal.** Any and all ordinances or codes or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such ordinance or code or part thereof shall not revive any other section or part of any ordinance or code provision heretofore repealed or superseded and this repeal

shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance or code hereby repealed prior to the taking effect of this Ordinance.

Section 8. **Safety Clause.** The Board of Trustees hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the Town of Mead, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Trustees further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

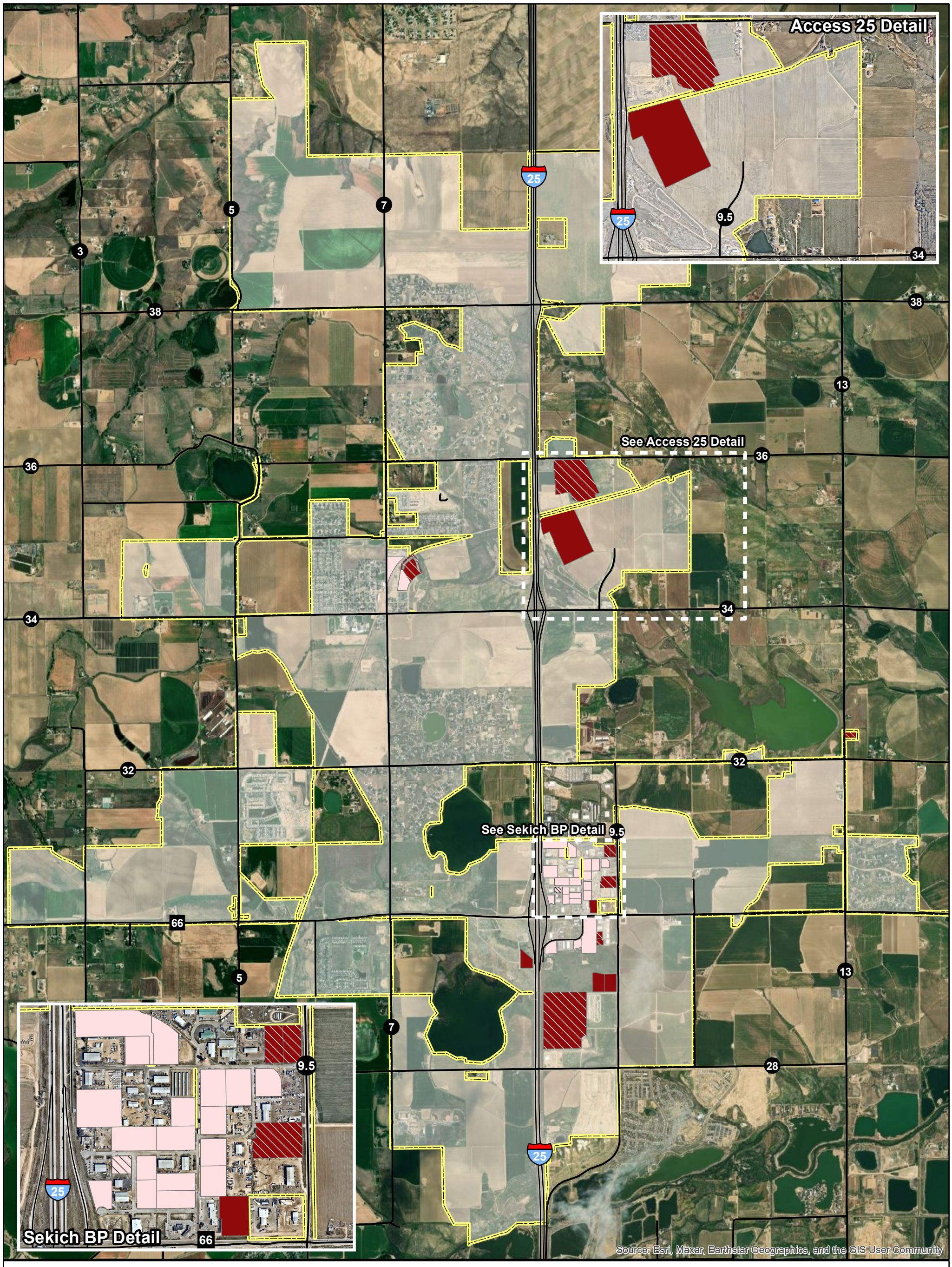
Section 9. **Effective Date.** This Ordinance shall become effective as provided by law. The provisions of **Section 3** of this Ordinance shall become effective only if a majority of the registered voters voting at the November 8, 2022 coordinated general election approve the ballot issue contained in **Section 2** of this Ordinance herein. Contingent on voter approval at the November 8, 2022 election, any tax due under the provisions of this Ordinance will be collected commencing on January 1, 2023.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 29th DAY OF AUGUST, 2022.

ATTEST: **TOWN OF MEAD:**

By: _____ By: _____

Mary E. Strutt, MMC, Town Clerk Colleen G. Whitlow, Mayor



Square Footage of Warehouse Space in the Town of Mead

- 20,000 - 49,999 square feet
- 50,000+ square feet
- Property includes Outdoor Storage
- Town Boundary

N

0 1,800 3,600

Feet

August 2022

August XX, 2022

The Honorable Jared Polis
200 East Colfax Ave., Room 136
Denver, CO 80203

Cc:
The Colorado Oil and Gas Conservation Commission
1120 Lincoln Street, Suite 801
Denver, CO 80203

Dear Governor,

We want to thank you for your continued service to Colorado, and we want to welcome your newest appointments, Commissioners Michael Cross and Brett Ackerman, to the Colorado Oil and Gas Conservation Commission. We stand ready to work with the Commission and its staff to help facilitate a more efficient and beneficial oil and natural gas application process in the future.

The oil and natural gas industry represents a significant part of our economies, our workforce and our consituencies, and thus, the application and permitting process is of great deal of concern to us. The devastating results of the COVID-19 pandemic on this industry during 2020 and 2021 has been particularly difficult for our region and our residents. A recent *The Colorado Sun* article spoke about the economic rebound in Colorado following the height of the COVID-19 pandemic. The article cited statistics showing the entire state has largely recovered from the economic downturn except for the Fort Collins and Greeley areas. "Only two regions in the state haven't recovered all the lost jobs. The Fort Collins metro area has recovered 97% of jobs lost, while the Greeley region is still down 4,800 jobs ***having recovered just 59% of jobs lost***."

Not surprisingly because the oil and natural gas industry is such a major employer, the article confirms its slow recovery is affecting the recovery of our communities. "The decline in mining and logging is to blame. The industry, which includes oil and gas companies, not only hasn't recovered, it continues to shed jobs. It lost 2,400 jobs in the first two months of the pandemic, but is still down 3,400 jobs since April 2020."

In a year where oil prices have topped $100 per barrel, the industry is clearly incentivized to get back to work in our communities. However, industry analysts say the significant uncertainty created by inefficient permitting at the COGCC is to blame for the industry's reduced investment and activity in Colorado.

We want to encourage you to continue to find ways to more efficiently and expeditiously process these applications and build certainty for the operators and employees (our citizens) to see and anticipate a path to approved applications. Colorado sits on the cutting edge of the latest technologies and the strongest regulations and we should promote our development here as the best place to produce the energy we need.

That starts with building certainty for companies to invest and produce here and serve as a welcoming environment for responsible operators to retain and hire workers in our region. As you know, oil and natural gas development creates opportunities for the industry, service providers, truck drivers, hotels, restaurants and more. Our communities and our region rely on these opportunities to support our families and our public services.

Governor, we are asking you to help our communities recover by permitting the oil and natural gas development that our state, our country and the world desperately needs right now.

We want to be a partner with you and your staff to protect and foster this economic activity that is critical to the Colorado economy.

Again, thank you for your service and for considering this request.

Sincerely,