



BOARD OF TRUSTEES

441 3rd Street, Mead
Monday, March 27, 2023

AGENDA

- I. **5:15 p.m. to 6:00 p.m.**
Work Session: Organizational Updates
- II. **6:00 p.m. to 10:00 p.m.**
REGULAR MEETING

In accordance with the Town's Remote Participation and Remote Meeting Policy adopted by the Board of Trustees on March 13, 2023 by Resolution No. 22-R-2023, remote participation will be allowed. The meeting link will be provided on the Town's website/designated posting place at least 24 hours prior to the meeting.

1. **Call to Order – Roll Call**

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

2. **Moment of Silence**

3. **Pledge of Allegiance to the Flag**

4. **Review and Approve Agenda**

5. **Staff Report: Town Manager Report**

[a.](#) Manager Report

6. **Proclamations**

[a.](#) National Vietnam War Veterans Day March 29, 2023

7. **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.

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 March 13, 2023

[b.](#) February 2023 Financials

[c.](#) Check Register March 27, 2023

[d.](#) **Resolution No. 23-R-2023** – A Resolution of the Town of Mead, Colorado, Approving 2023 Extension of the Agreement for Professional Services with National Power Rodding Corporation for Sanitary Sewer and Culvert Cleaning and Inspection Services

[e.](#) **Resolution No. 24-R-2023** - A Resolution of the Town of Mead, Colorado, Approving an Agreement for Professional Services with Next Step Communications, LLC for Installation of the Audio, Video and Microphone Systems for the Courtroom Remodel Project at Town Hall

- f. **Resolution No. 25-R-2023** – A Resolution of the Town of Mead, Colorado, Approving Settlements with Opioid Manufacturers and Distributors and Authorizing the Town Manager or her Designee to Execute Related Settlement Participation Forms
- g. **Resolution No. 26-R-2023** – A Resolution of the Town of Mead, Colorado, Revising the Police Department Fee Schedule and Updating the Town Comprehensive Fee Schedule

9. Public Hearing

- a. **Combined Public Hearing: Turion South Planned Unit Development (PUD) Zoning and Development Agreement Pertaining to Vested Property Rights**
 - i. **Ordinance No. 1025** – An Ordinance of the Town of Mead, Colorado, Approving the Turion South Planned Unit Development (PUD) Zoning Amendment with Standard Conditions
 - ii. **Ordinance No. 1026** – An Ordinance of the Town of Mead, Colorado, Approving the Development Agreement Pertaining to Vested Property Rights with Front Range Investment Holdings, LLC.

10. New Business

- a. **Ordinance No. 1027** – An Ordinance of the Town of Mead, Colorado, Repealing and Replacing Chapter 5 of the *Mead Municipal Code* Concerning the Application Process for Franchises and Relocating Article V of Chapter 5 Concerning the Town’s Telephone Utility Tax to a New Article VIII in Chapter 4 of the Municipal Code

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

12. Legislative Update

13. Elected Official Reports

- a. Town Trustees
- b. Mayor Whitlow

14. Executive Session - Pursuant to C.R.S. Section 24-6-402(4)(e) to develop strategy for negotiations and to instruct negotiators regarding proposed terms of development agreement with Enyo Power Partners, LLC

15. Executive Session Action Items

16. 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: March 27, 2023

SUBJECT: Town Manager Report

- A Work Session to further discuss Home Rule has been scheduled for April 17, 2023 at 5:30 p.m.
- A tour of the Town including upcoming development projects has been scheduled for the Board of Trustees and the Town's committees/commissions on April 17, 2023 3:00 p.m. – 5:00 p.m.
- CML is holding its next Legislative Update on April 7, 2023 from 12:00 p.m. to 1:00 p.m. Please let Town Clerk know if you wish to be registered.
- Assistant Chief Keith Long, Mountain View Fire Rescue, provided an update on the Community Wildfire Protection Plan. Timeline is in the attached email with target completion November 2023.
- The Independent Ethics Commission increased the gift ban dollar limit from \$65 to \$75. Next review of limit will be in 2027. This means that public employees and elected officials may not accept gifts greater than \$75 in value.
- The Town continues to work with our regional partnership (Mead, Berthoud, Johnstown and Milliken) on developing a regional solution to provide broadband opportunities to our respective towns. The Town also welcomes any broadband provider into the Town of Mead to serve residents and do not limit or prohibit ISP providers from working within the Town (provided appropriate permits and plans are approved).
- Park and Shelter Reservation Fees have been updated for the upcoming season. Along with other updates, the shelter at Lorin Mead Park at Highland Lake has been added to the options. Residents will be able to make online reservations with the new Civic Rec software.
- Demolition of the grain silo on the Community Center site is scheduled to start April 3rd and will be completed in 2-3 weeks.
- The boardroom/courtroom in Town Hall will be undergoing renovations starting in April for approximately three months. The room will be remodeled to make important security and structural changes to better accommodate the Municipal Court and Board of Trustee and Planning Commission meetings. Improvements will include significant safety upgrades as well as improved technology. There will be a portion of the west parking lot cordoned off to allow a staging area for the contractor.
- Key projects update:
 - 3rd and Welker Intersection – The final clearances have been issued by CDOT and the design team is preparing the PUC application for the railroad crossing improvements.
 - Mead Community Center – The design team is preparing an early bid package for the pre-engineered metal building to further advance the Community Center building design.
 - SH66 Pedestrian Crossing – Subsurface utility investigation is underway, and the first public outreach effort will be at the EGGstravaganza Egg Hunt on April 1.
- YTD totals for new single family home permits:
 - 2023 YTD: 18 SF Permits, 35 Certificates of Occupancy
- Boards and Commissions
 - The Planning Commission held a training work session on Wednesday, March 15th. Most commissioners were in attendance and there were very good discussions. The Planning Commission has an applicant for the vacant alternate seat. He is expected to attend the next two meetings (April and May) prior to his application being considered by the Board of Trustees.
 - The Finance Committee receives monthly updates and has no scheduled in person meetings.

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

Community Development

- The Sugar Beet Solar PUD was continued to the April 10th Regular Meeting of the Board of Trustees.
- The Buffalo Highlands Annexation (substantial compliance) will go before the Board on April 10th.
- The Club Car Wash Conditional Use will go before the Planning Commission on April 19th and the Board on May 8th.
- The Buffalo Highlands Annexation (Eligibility) and Zoning applications will go before the Planning Commission on May 17th and the Board on June 12th.
- Staff will bring a parking regulations code amendment to the Board for consideration sometime this summer.

Public Works and Engineering

- Staff is reviewing the proposal from FHU for the 1601 traffic analysis at CR 38 and I-25.
- The notice to proceed with design was received from CDOT for the Safe Routes to School project. Design proposals from consultants were received March 21 and are being reviewed by staff.
- Construction of the box culvert at the intersection of CR 7 and CO66 is complete relative to the Mead Place development, and backfilling and final cleanup is underway.
- Public Works interviewed for two open Maintenance Worker I positions and is finalizing offers to two candidates. Mark Pasillas was promoted to Maintenance Worker II.

Community Engagement

- Staff continues to implement CivicRec software. Full transition from Jarvis is anticipated by April. Additionally, all shelter and park locations will be available to rent online. CivicRec will streamline rental processes and simplify program registrations.
- Lunch Bunch & Bingo activity has 20 participants registered. Staff will be hosting lunch upstairs at The Merc, followed by bingo on Tuesday March 28.
- Youth soccer is scheduled to begin in April. The league has 124 participants registered, an increase of 20% compared to last season.
- Recreation is reviewing a partnership with CVRD for summer youth baseball. Mead Elementary School has removed one of their baseball fields, which will limit our ability to practice and play games locally.

Police Department

- The March Mid Monthly Report is attached.
 - There was a burglary at Mead Liquor that is under investigation.
 - Last week was spring break for Mead schools.
- The department is staffed at 14 sworn personnel out of the 16 authorized. All civilian positions are now filled.
 - Police Officer interviews were conducted last week and one candidate is being pursued.
- Officer Barker attended SRO school training last week.
- Work is on-going to upgrade the shop area for evidence storage.

From: [Keith Long](#)
To: [Mary Strutt](#); [Helen Migchelbrink](#); [Denise Bradshaw \(dbradshaw@weldgov.com\)](#)
Cc: [Colleen Whitlow](#)
Subject: Update on Community Wildfire Protection Plan (CWPP)
Date: Tuesday, March 14, 2023 10:34:00 AM
Attachments: [image001.png](#)

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Be especially careful of Word, Excel and Fax attachments.

Good morning, everyone,

I wanted to give you some updates:

1. Mountain View Fire Protection District has hired a consultant for our project. SWCA out of Broomfield has been hired.
2. We have a robust timeline below.

PHASE/TASK	TIME FROM NOTICE-TO-PROCEED	APPROXIMATE DATE
Phase 1. Project Management	Throughout the length of the project	November 2023
Phase 2. Community Wildfire Protection Plan		
Task 1. Host Core Team Meetings	1 month 4 months 8 months	March 2023, June 2023, October 2023 (meeting 1 must be completed by MVFPD by the end of March 2023, and meeting 3 must be completed by MVFPD by October 6, 2023)
Task 2. Public Meetings	Must be completed by MVFPD within 5 months of notice-to-proceed	July 2023
Task 3. Data Gathering	2 months	April 2023
Task 4. Establish Community Base Maps	3 months	May 2023
Task 5. Develop a Community Risk-Hazard Assessment	4 months	June 2023
Task 6. Develop the Community Wildfire Protection Plan	7 months	September 2023
Task 7. Final Community Wildfire Protection Plan	8 months	November 1, 2023

I have been in discussion with Denise Bradshaw as both representing Weld. Co. OEM and the 3. Town of Mead.

4. We will have our Core Team which Denise is part of that will occur on March 24, 2023.

If you have any questions or concerns, please let me know.

Thank you for your time.

Keith Long, Assistant Chief Special Operations

Mountain View Fire Rescue
3561 N. Stagecoach Road, Longmont, CO 80504
Direct 720-678-9886 | klong@mvfpd.org | www.mvfpd.org



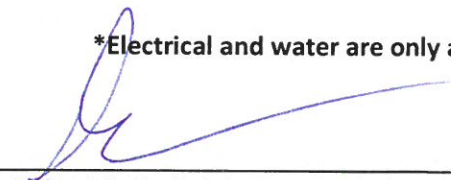


Parks and Shelter Reservation Fees

Park & Shelter Reservation	Resident	Non-resident	Non-profit	Deposit
Town Park Gazebo	\$85	\$105	\$0	\$100
Town-Park Horseshoe Pit	\$85	\$105	\$0	\$100
Town Park – NW Corner	\$85	\$105	\$0	\$100
Lorin Mead Park at Highland Lake Shelter	\$85	\$105	\$0	\$100
Ames Park Shelter – 1 - North	\$65	\$85	\$0	\$100
Ames Park Shelter – 2 - Middle	\$65	\$85	\$0	\$100
Ames Park Shelter – 3 - South	\$65	\$85	\$0	\$100
Mead Ponds	\$65	\$85	\$0	\$100
Founders Park Shelter	\$65	\$85	\$0	\$100
Liberty Ranch Shelter	\$65	\$85	\$0	\$100
Margil Farms Gazebo	\$65	\$85	\$0	\$100
North Creek Shelter	\$65	\$85	\$0	\$100
Park & Field Reservation				
Town Park	\$400	\$500	\$200	\$300
Founders Park	\$200	\$300	\$100	\$100
Liberty Ranch T-Ball Field	\$100	\$200	\$50	\$100
Ames Park	\$100	\$200	\$50	\$100
Extras				
Electrical in Park*	\$50	\$50	\$50	
Water in Park*	\$50	\$50	\$50	
Field Prep/Paint Fee	\$100	\$100	\$100	

Reservation fees will increase by 50% on all Town observed holidays. All reservations are limited to 1/2 day. Only one reservation per park, per day. Rentals must be booked at least 10 days in advance and payment is due at the time of the reservation.

*Electrical and water are only available at Town Park

Approved by: 
Helen Migchelbrink, Town Manager

Date: 3/20/23

Fee Effective Date: April 1, 2023



Mead Police Department

Monthly Activity – Mid March 2023

STAFFING:

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

Officers Barker and Salazar are assigned to Mead Schools as an SROs.

The NEW Community Service Officer Bridgette Searcy is in training.

New Administrative Technician Madison McCullough joins Michelle Rae in Administration, Records, and Evidence.

NOTABLE CALLS FOR SERVICE:

Crash – Highway 66 / WCR 7 – 23ML00112 – 03/01/2023
Two vehicle, non-injury, rear-end crash.

Harassment – Mead High School – 23ML00113 – 03/01/2023

Disturbance - Mead High School – 23ML00114 – 03/01/2023
Two students cited for fighting.

Welfare Check – 501-547 Main Street – 23ML00116 – 03/01/2023
Check welfare of adult male.

Sex Offense – Mead Middle School – 23ML00117 – 03/02/2023
Under investigation.

Code Violation – 4444 Ritchie Dr – 23ML00118 – 03/02/2023
Prairie dog violation, warning issued.

Animal Complaint – [REDACTED] Fox Tail Ct – 23ML00119 – 03/04/2023
Injured animal investigated.

Burglary – 4327 Highway 66 – 23ML00120 – 03/05/2023
Smash and grab burglary to liquor store. Under investigation.

Crash – MM 42 / Highway 66 – 23ML00121 – 03/05/2023
Two vehicle T-bone non-injury crash.

Disturbance – Homestead Dr – 23ML00122 – 03/06/2023
Family disturbance.

Drugs – Mead High School – 23ML00123 – 03/06-2023
Student issued a citation.

Crash – 5301-5993 Highway 66 – 23ML00124 – 03/07/2023
Single vehicle roll-over crash with injuries.

Harass – Mead High School – 23ML00125 – 03/08/2023
Under investigation.

Drug Related Activity – Mead High School – 23ML00127 – 03/09/2023
Student cited for tobacco use.

Medical Assist – Vale View Lane – 23ML00128 – 03/09/2023
Death investigation.

Code Violation – [REDACTED] 1st Street – 23ML00129 – 03/10/2023
Chicken permit checked, no violation.

Restraining Order Violation – Highway 66 / Interstate 25 Ramp S – 23ML00130 – 03/10/2023
Vehicle contacted and occupant arrested on restraining order violation.

Traffic Stop – Highway 66 / Interstate 25 Ramp N – 23ML00131 – 03/11/2023
Vehicle stop for moving violation, driver arrested on active warrants.

Check Wellbeing – Settler Ridge Drive – 23ML00135 – 03/11/2023
Disturbance investigated resulting in no charges.

Theft – 3700 block Highland Drive – 23ML00132 – 03/12/2023
Catalytic converter stolen off of vehicle.

Theft – Highway 66 / WCR 5 – 23ML00133 – 03/13/2023
Construction site broken into and equipment stolen.

Theft – Mead – 23ML00138 – 03/14/2023
Credit card fraud.

Theft In-Progress – Sugar Mill – 23ML00140 – 03/14/2023

Subjects reported for prior theft, caught in the act of stealing from store. Two arrested.

Warrant – Sugar Mill – 23ML00141 – 03/14/2023

One of the subjects from the above theft was transported to jail on an active warrant.

Crash – Highway 66 / WCR 5 – 23ML00142 – 03/14/2023

Two vehicle non-injury crash.



PROCLAMATION
National Vietnam War Veterans Day
March 29, 2023

WHEREAS, March 29th was designated as the annual observance of Vietnam War Veterans Day and provides the opportunity to recognize, honor and thank our Vietnam Veterans and their families for their service and sacrifices during the Vietnam War from November 1, 1955, thru May 15, 1975; and

WHEREAS, our nation owes an immeasurable debt of gratitude to the more than 3 million veterans who served in Vietnam; the more than 58,000 who made the ultimate sacrifice, and to all who returned home more than 40 years ago to a nation in turmoil, and were denied a proper welcome; and

WHEREAS, while we cannot undo the past, we can right a wrong moving forward and ensure that our heroes know how much we value their service and sacrifice, and their courage and commitment to our nation.

NOW THEREFORE, **I, Colleen G. Whitlow, Mayor**, do hereby designate March 29, 2023, as Vietnam War Veterans Day in Mead.

Given under my hand and Seal of the Town of Mead, Colorado

On this 27th day of March, 2023

Colleen G. Whitlow
Mayor



BOARD OF TRUSTEES

441 3rd Street, Mead
Monday, March 13, 2023

MINUTES

I. 5:15 p.m. to 6:00 p.m.
WORK SESSION: Parking Regulations

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 6:10 p.m.

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

Present

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

Absent

None

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

2. Moment of Silence

Mayor Whitlow requested the observance of a moment of silence for the people of Ukraine.

3. Pledge of Allegiance to the Flag

The assembly pledged allegiance to the flag.

4. Review and Approve Agenda

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

5. Staff Report: Town Manager Report

a. Manager Report

Town Manager Helen Migchelbrink discussed staffing and Project Frogger completion and award.

6. Proclamations

a. National Ag Day March 21, 2023

Motion was made by Trustee Schranz, seconded by Mayor Pro Tem Cartwright, to approve the signing of the proclamation for National Ag Day March 21, 2023. Motion carried 7-0, on a roll call vote.

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

Resident Bob Acker expressed concern over the condition of the railroad tracks near Adams Avenue.

Town Planner Collin Mieras responded that he had contacted Great Western and the line is inactive.

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 February 27, 2023
- b. February 2023 Aged Receivables
- c. Check Register March 13, 2023
- d. **Resolution No. 18-R-2023** – A Resolution of the Town of Mead, Colorado, Granting Conditional Acceptance of the Phase 1 Public Improvements for Postle Subdivision, Filing No. 1, Lot 2 (Project Frogger)
- e. **Resolution No. 19-R-2023** – A Resolution of the Town of Mead, Colorado, Approving Change Order 2 to the Construction Agreement with Orion Environmental, Inc., Concerning the Demolition and Disposal of the Existing Grain Silo and Foundation at the Bean Plant
- f. **Resolution No. 20-R-2023** – A Resolution of the Town of Mead, Colorado, Authorizing the Mayor and Town Clerk to Sign the Annual Highway User Tax Fund Mileage Certification Report
- g. **Resolution No. 21-R-2023** – A Resolution of the Town of Mead, Colorado, Adopting a Remote Participation and Remote Meeting Policy

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

9. Public Hearing

- a. Liberty Ranch Filing No. 3 Preliminary Plat (Application Withdrawn)

Motion was made by Trustee Harris, seconded by Trustee Adams, to close the continued public hearing on the Liberty Ranch No. 3 Preliminary Plat application originally opened at the regular meeting of the Board of Trustees on January 30, 2023, due to applicant's withdrawal of the application and no further action requested from the Board of Trustees. Motion carried 7-0, on a roll call vote.

10. New Business

- a. **Resolution No. 22-R-2023** – A Resolution of the Town of Mead, Colorado, Ratifying the Planning Commission's Approval of an Amendment to the Town of Mead Comprehensive Plan (PC Resolution No. 04-PC-2023; AMK Properties, LLC Amendment)

Town Planner Collin Mieras discussed the process of the Board ratifying the decision of the Planning Commission to amend the Comprehensive Plan.

Applicant Randy Stippich discussed his desire to annex the property into Mead.

Motion was made by Mayor Pro Tem Cartwright, seconded by Trustee Brodhead, to adopt Resolution No. 22-R-2023 – A Resolution of the Town of Mead, Colorado, Ratifying the Planning Commission's Approval of an Amendment to the Town of Mead Comprehensive Plan (PC Resolution No. 04-PC-2023; AMK Properties, LLC Amendment). Motion carried 7-0, on a roll call vote.

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.*

There was no further public comment at this time.

12. Legislative Update

Town Attorney Marcus McAskin discussed legislation for middle housing and a draft proposal for CORA legislation.

13. Discussion Item

a. Home Rule

The Board discussed pursuing a home rule charter. A work session will be scheduled for further discussion.

14. Elected Official Reports

a. Town Trustees

The Trustees had no further comments.

b. Mayor Whitlow

Mayor Whitlow discussed upcoming meetings: Rural USDA to discuss rural development and broadband; 4th grade class meeting; Built for Mead interview; and DRCOG committee meeting.

15. Adjournment

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

The Regular Meeting of the Town of Mead Board of Trustees adjourned at approximately 7:25 p.m. on Monday, March 13, 2023.

Colleen G. Whitlow, Mayor

ATTEST:

Mary E. Strutt, MMC, Town Clerk

TOWN OF MEAD
COMBINED CASH INVESTMENT
FEBRUARY 28, 2023

COMBINED CASH ACCOUNTS

99-01-1001	INDEPENDENT BANK - CHECKING	2,711,191.19
99-01-1002	TBK BANK - OFFICE CHECK	51,289.23
99-01-1003	TBK BANK - MONEY MARKET	146,820.64
99-01-1005	TBK BANK - FLEX DEBIT CARDS	49,144.58
99-01-1011	XPRESS DEPOSIT ACCOUNT	38,187.46
99-01-1023	COLOTRUST PLUS	10,866,064.97
99-01-1024	COLOTRUST PRIME	10,211.58
99-01-1025	CSIP	5,173,048.95
99-01-1026	CSAFE	12,361,407.56
99-01-1075	UTILITY CASH CLEARING	(17.09)
99-01-1076	A/R CASH CLEARING	(86.46)
99-01-1077	COURT CASH CLEARING	(785.00)
99-01-1078	BUSINESS LICENSE CASH CLEARING	(1,293.75)
	TOTAL COMBINED CASH	31,405,183.86
99-01-0100	CASHALLOCATED TO OTHER FUNDS	(31,405,183.86)
	TOTAL UNALLOCATED CASH	.00

CASH ALLOCATION RECONCILIATION

1	ALLOCATION TO GENERAL FUND	12,270,867.43
4	ALLOCATION TO STREET IMPROVEMENT FUND	2,084,123.64
5	ALLOCATION TO CONSERVATION TRUST FUND	36,393.39
6	ALLOCATION TO SEWER FUND	1,669,778.29
8	ALLOCATION TO POLICE FUND	220,238.58
9	ALLOCATION TO MUNICIPAL FACILITIES FUND	2,678,572.28
11	ALLOCATION TO DOWNTOWN FUND	15,363.74
13	ALLOCATION TO STORM DRAINAGE FUND	66,944.64
14	ALLOCATION TO TRANSPORTATION FUND	6,521,331.80
18	ALLOCATION TO PARKS & OPEN SPACE	1,788,982.89
19	ALLOCATION TO CAPITAL IMPROVEMENT FUND	946,733.06
20	ALLOCATION TO MEAD URBAN RENEWAL AUTHORITY	3,105,854.12
	TOTAL ALLOCATIONS TO OTHER FUNDS	31,405,183.86
	ALLOCATION FROM COMBINED CASH FUND - 99-01-0100	(31,405,183.86)
	ZERO PROOF IF ALLOCATIONS BALANCE	.00

TOWN OF MEAD
BALANCE SHEET
FEBRUARY 28, 2023

GENERAL FUND

ASSETS

01-01-0100	COMBINED CASH	12,270,867.43	
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	235,336.34	
01-01-1301	A/R - GENERAL	8,943.74	
01-01-1302	PREPAID EXPENSE	47,980.76	
01-01-1307	24HOUR FLEX DEPOSIT	1,500.00	
	TOTAL ASSETS		13,809,063.50

LIABILITIES AND EQUITY

LIABILITIES

01-02-2000	ACCOUNTS PAYABLE	21,016.51	
01-02-2300	457(B) DEFERRED COMP PAYABLE	6,534.56	
01-02-2301	SALARIES & WAGES PAYABLE	81,226.47	
01-02-2302	FLEXPLAN PAYABLE	7,497.77	
01-02-2307	SURCHARGE PAYABLE	1,365.00	
01-02-2308	DEPOSITS PAYABLE	2,650.00	
01-02-2310	EMPLOYEE HEALTH INS. PAYABLE	20,454.24	
01-02-2311	FPPA PAYABLE	11,248.40	
01-02-2312	WORKERS COMP INSURANCE PAYABLE	(1,272.78)	
01-02-2314	401(A) CONTRIBUTIONS PAYABLE	(701.47)	
01-02-2400	FED. WITHHOLDING TAX PAYABLE	11,988.50	
01-02-2401	SOCIAL SECURITY TAX PAYABLE	7,759.85	
01-02-2402	MEDICARE TAX PAYABLE	3,213.54	
01-02-2403	STATE WITHHOLDING TAX PAYABLE	11,578.68	
01-02-2404	STATE UNEMPLOYMENT TAX PAYABLE	851.12	
01-02-2600	WARRANTY FUNDS	2,354,223.44	
01-02-2610	DEVELOPER DEPOSITS	223,000.00	
01-02-2615	DEVELOPER LIABILITIES	243,544.96	
01-02-2700	DEFERRED INFLOWS- PROPERTY TAX	1,243,835.23	
01-02-2705	DEFERRED REVENUE	580,626.60	
	TOTAL LIABILITIES		4,830,640.62

FUND EQUITY

01-02-3001	FUND BALANCE	8,680,520.83	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	297,902.05	
	BALANCE - CURRENT DATE	297,902.05	
	TOTAL FUND EQUITY		8,978,422.88
	TOTAL LIABILITIES AND EQUITY		13,809,063.50

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
01-10-4000 PROPERTY TAX	13,748.80	22,041.21	1,590,197.00	1,568,155.79	1.4
01-10-4010 SALES TAX	416,916.17	647,468.15	4,008,649.00	3,361,180.85	16.2
01-10-4012 LODGING TAX	4.00	46.00	1,000.00	954.00	4.6
01-10-4015 ROAD & BRIDGE TAX	17,241.00	17,241.00	82,000.00	64,759.00	21.0
01-10-4020 SPECIFIC OWNERSHIP TAX	6,618.47	12,920.05	91,627.00	78,706.95	14.1
01-10-4030 BUILDING PERMIT USE TAX	31,522.54	88,422.10	411,556.00	323,133.90	21.5
01-10-4040 CIGARETTE TAX	880.61	1,910.65	15,000.00	13,089.35	12.7
01-10-4050 MURA REVENUE SHARING	.00	.00	150,778.00	150,778.00	.0
01-10-4070 FEDERAL MINERAL LEASE	.00	.00	35,000.00	35,000.00	.0
01-10-4071 STATE SEVERANCE TAXES	.00	.00	50,000.00	50,000.00	.0
TOTAL TAXES	486,931.59	790,049.16	6,435,807.00	5,645,757.84	12.3
<u>FEES AND PERMITS</u>					
01-11-4100 BUILDING PERMIT FEES	38,930.39	89,222.49	692,195.00	602,972.51	12.9
01-11-4102 OTHER PERMITS	975.00	2,032.50	54,200.00	52,167.50	3.8
01-11-4103 CONVENIENCE FEE	1,024.61	2,615.22	25,000.00	22,384.78	10.5
01-11-4110 BUILDING PERMIT - ADMIN. FEES	3,900.00	8,100.00	75,000.00	66,900.00	10.8
01-11-4111 PASSPORT FEES	805.00	1,120.00	7,000.00	5,880.00	16.0
01-11-4112 TOWN HALL/PARK FEES	145.00	160.00	3,000.00	2,840.00	5.3
01-11-4120 FRANCHISE FEES	32,067.24	60,967.69	236,250.00	175,282.31	25.8
01-11-4130 DEVELOPER APPLICATION FEES	1,267.74	2,163.69	65,000.00	62,836.31	3.3
01-11-4140 ROYALTIES	.00	41,613.19	450,000.00	408,386.81	9.3
TOTAL FEES AND PERMITS	79,114.98	207,994.78	1,607,645.00	1,399,650.22	12.9
<u>LICENSES</u>					
01-12-4200 BUSINESS/SALES TAX LICENSE	5.00	2,995.00	10,500.00	7,505.00	28.5
01-12-4210 LIQUOR LICENSE	.00	.00	1,500.00	1,500.00	.0
01-12-4220 PET LICENSES	30.00	145.00	650.00	505.00	22.3
TOTAL LICENSES	35.00	3,140.00	12,650.00	9,510.00	24.8
<u>CHARGES FOR SERVICES</u>					
01-13-4304 IGA--SCHOOL RESOURCE OFFICERS	.00	.00	161,561.00	161,561.00	.0
01-13-4305 SCHOOL GUARD REIMBURSEMENT	948.50	3,006.50	20,000.00	16,993.50	15.0
01-13-4310 NEW DEVELOPMENT CHARGES	20,683.75	79,383.51	250,000.00	170,616.49	31.8
01-13-4624 SENIOR EVENT FEES	10.00	10.00	400.00	390.00	2.5
01-13-4625 RECREATION REGISTRATION FEES	4,685.00	16,927.00	40,000.00	23,073.00	42.3
TOTAL CHARGES FOR SERVICES	26,327.25	99,327.01	471,961.00	372,633.99	21.1

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>FINES AND FORFEITS</u>					
01-14-4420	COURT FINES	2,605.29	6,655.29	40,000.00	33,344.71	16.6
01-14-4422	COURT COSTS	864.71	2,414.71	21,000.00	18,585.29	11.5
01-14-4423	POLICE REPORTS	398.75	678.75	3,600.00	2,921.25	18.9
01-14-4620	MISC. POLICE INCOME	291.52	328.91	500.00	171.09	65.8
	TOTAL FINES AND FORFEITS	4,160.27	10,077.66	65,100.00	55,022.34	15.5
	<u>GRANTS & ECONOMIC DEVELOPMENT</u>					
01-15-4518	FED'L GRANT--AMER RESCUE PLAN	.00	.00	149,932.00	149,932.00	.0
01-15-4526	POLICE GRANTS	.00	.00	122,751.00	122,751.00	.0
	TOTAL GRANTS & ECONOMIC DEVELOPME	.00	.00	272,683.00	272,683.00	.0
	<u>MISCELLANEOUS</u>					
01-18-4619	INTEREST & DIVIDEND INCOME	43,385.37	88,818.34	192,000.00	103,181.66	46.3
01-18-4620	MISC. INCOME	(500.00)	21,691.76	9,995.00	(11,696.76)	217.0
01-18-4622	DONATIONS/FUNDRAISING	.00	.00	5,000.00	5,000.00	.0
01-18-4623	SALE OF ASSETS	.00	.00	10,000.00	10,000.00	.0
01-18-4625	METRO DISTRICT PAYMENTS	3,062.61	57,503.77	75,000.00	17,496.23	76.7
01-18-4648	DELINQUENT INTEREST EARNED	.00	827.88	2,000.00	1,172.12	41.4
	TOTAL MISCELLANEOUS	45,947.98	168,841.75	293,995.00	125,153.25	57.4
	TOTAL FUND REVENUE	642,517.07	1,279,430.36	9,159,841.00	7,880,410.64	14.0

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
01-40-5001 SALARIES & WAGES	28,049.17	67,590.37	361,164.00	293,573.63	18.7
01-40-5050 CLEANING	677.54	677.54	12,000.00	11,322.46	5.7
01-40-5055 OVERTIME	20.70	114.57	.00	(114.57)	.0
01-40-5060 PAYROLL TAXES	2,195.49	5,326.77	27,629.00	22,302.23	19.3
01-40-5065 WORKERS COMP	232.89	572.91	2,251.00	1,678.09	25.5
01-40-5066 HEALTH INSURANCE	3,901.31	9,268.02	50,718.00	41,449.98	18.3
01-40-5067 DEFERRED COMP/RETIREMENT	2,085.19	5,009.55	28,402.00	23,392.45	17.6
01-40-5068 MEDICAL SAVINGS	258.08	405.20	3,786.00	3,380.80	10.7
01-40-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	10,232.00	10,232.00	.0
01-40-5200 OFFICE SUPPLIES	925.02	1,052.58	7,000.00	5,947.42	15.0
01-40-5201 COMPUTER/TECHNOLOGY	10,216.20	10,216.20	40,000.00	29,783.80	25.5
01-40-5202 PRINTING EXPENSE	53.30	53.30	2,500.00	2,446.70	2.1
01-40-5203 UNIFORMS	.00	.00	1,200.00	1,200.00	.0
01-40-5205 POSTAGE	559.40	1,759.40	8,000.00	6,240.60	22.0
01-40-5210 OPERATING SUPPLIES	506.17	1,099.35	7,500.00	6,400.65	14.7
01-40-5212 FURNISHINGS	.00	.00	10,000.00	10,000.00	.0
01-40-5215 REPAIRS & MAINT	1,047.80	1,047.80	20,000.00	18,952.20	5.2
01-40-5253 GAS & OIL	(2.64)	(2.64)	1,000.00	1,002.64	(.3)
01-40-5300 TELEPHONE	820.31	1,421.10	7,352.00	5,930.90	19.3
01-40-5305 UTILITIES	957.16	957.16	10,500.00	9,542.84	9.1
01-40-5310 TRASH REMOVAL	78.49	30.19	1,260.00	1,229.81	2.4
01-40-5315 COPIER EXPENSES	688.82	688.82	9,000.00	8,311.18	7.7
01-40-5320 PROPERTY & LIABILITY INSURANCE	4.25	400.25	9,390.00	8,989.75	4.3
01-40-5325 INTERNET/WEBSITE EXPENSE	.00	5,714.60	10,000.00	4,285.40	57.2
01-40-5330 TRAINING	165.00	525.00	20,000.00	19,475.00	2.6
01-40-5331 DUES AND SUBSCRIPTIONS	1,026.98	7,046.98	30,000.00	22,953.02	23.5
01-40-5332 TUITION REIMBURSEMENT	.00	.00	3,000.00	3,000.00	.0
01-40-5353 WATER ASSESSMENTS	700.00	700.00	1,400.00	700.00	50.0
01-40-5399 OTHER PROFESSIONAL SERVICES	.00	921.20	13,772.00	12,850.80	6.7
01-40-5400 LEGAL FEES	17,980.95	17,980.95	216,315.00	198,334.05	8.3
01-40-5401 CONSULTING FEES	19,475.49	20,575.49	160,262.00	139,686.51	12.8
01-40-5415 AUDIT FEES	.00	.00	15,954.00	15,954.00	.0
01-40-5416 PASSPORT EXPENSES	.00	.00	400.00	400.00	.0
01-40-5425 COUNTY TREASURER'S FEE	137.50	228.70	15,902.00	15,673.30	1.4
01-40-5426 PROPERTY/SALES TAX REBATE	.00	.00	1,000.00	1,000.00	.0
01-40-5560 CAPITAL OUTLAY--SFTWR UPGRADES	.00	.00	25,000.00	25,000.00	.0
01-40-5700 MISC. EXPENSE	298.44	398.44	10,000.00	9,601.56	4.0
01-40-5701 BANK FEES	.00	2,953.23	26,000.00	23,046.77	11.4
01-40-5705 MILEAGE	1,074.02	2,502.84	10,000.00	7,497.16	25.0
01-40-5720 CONTINGENCIES	.00	.00	25,000.00	25,000.00	.0
TOTAL ADMINISTRATION	94,133.03	167,235.87	1,214,889.00	1,047,653.13	13.8

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>BOARD OF TRUSTEES</u>					
01-41-5001 SALARIES & WAGES	1,458.16	3,579.79	18,975.00	15,395.21	18.9
01-41-5030 MAYOR AND BOARD SALARIES	4,400.00	13,200.00	48,000.00	34,800.00	27.5
01-41-5060 PAYROLL TAXES	444.05	1,273.36	5,124.00	3,850.64	24.9
01-41-5065 WORKERS COMP	3.46	9.55	39.00	29.45	24.5
01-41-5066 HEALTH INSURANCE	185.72	459.27	2,248.00	1,788.73	20.4
01-41-5067 DEFERRED COMP	72.90	178.97	880.00	701.03	20.3
01-41-5068 MEDICAL SAVINGS	6.24	15.60	76.00	60.40	20.5
01-41-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	500.00	500.00	.0
01-41-5201 COMPUTER / TECHNOLOGY	.00	.00	10,000.00	10,000.00	.0
01-41-5210 OPERATING SUPPLIES	.00	.00	2,000.00	2,000.00	.0
01-41-5212 FURNISHINGS	.00	.00	5,000.00	5,000.00	.0
01-41-5230 ELECTIONS	.00	.00	15,000.00	15,000.00	.0
01-41-5320 PROPERTY & LIABILITY INSURANCE	1.70	160.10	3,756.00	3,595.90	4.3
01-41-5330 TRAINING	.00	.00	15,000.00	15,000.00	.0
01-41-5331 DUES & SUBSCRIPTIONS	.00	.00	1,200.00	1,200.00	.0
01-41-5340 PUBLISHED NOTICES	58.31	58.31	2,500.00	2,441.69	2.3
01-41-5341 ORDINANCE CODIFICATION	.00	1,065.00	7,500.00	6,435.00	14.2
01-41-5347 COMMUNITY CONTRIBUTIONS	.00	.00	24,000.00	24,000.00	.0
01-41-5399 OTHER PROFESSIONAL SERVICES	.00	.00	5,000.00	5,000.00	.0
01-41-5430 RECORDING FEES	.00	.00	2,000.00	2,000.00	.0
01-41-5700 MISC. EXPENSE	320.02	320.02	5,000.00	4,679.98	6.4
01-41-5841 BOARD OUTREACH ACTIVITIES	.00	36.04	10,000.00	9,963.96	.4
 TOTAL BOARD OF TRUSTEES	 6,950.56	 20,356.01	 183,798.00	 163,441.99	 11.1

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE</u>					
01-42-5001 SALARIES & WAGES	104,824.55	251,764.99	1,734,231.00	1,482,466.01	14.5
01-42-5050 CLEANING	829.58	829.58	8,000.00	7,170.42	10.4
01-42-5055 OVERTIME	422.63	1,535.28	25,000.00	23,464.72	6.1
01-42-5060 PAYROLL TAXES	2,531.34	5,745.95	40,217.00	34,471.05	14.3
01-42-5065 WORKERS COMP	2,335.78	5,938.30	30,984.00	25,045.70	19.2
01-42-5066 HEALTH INSURANCE	16,594.68	40,283.17	214,932.00	174,648.83	18.7
01-42-5067 DEFERRED COMP	325.64	658.60	5,715.00	5,056.40	11.5
01-42-5068 MEDICAL SAVINGS	230.80	513.25	2,295.00	1,781.75	22.4
01-42-5069 FPPA	8,571.19	21,121.25	140,271.00	119,149.75	15.1
01-42-5071 D&D	3,067.59	7,559.21	48,518.00	40,958.79	15.6
01-42-5075 EMPLOYMENT/RECRUITMENT EXPENSE	865.96	865.96	5,000.00	4,134.04	17.3
01-42-5200 OFFICE SUPPLIES	77.81	77.81	4,000.00	3,922.19	2.0
01-42-5201 COMPUTER / TECHNOLOGY	1,567.20	1,567.20	42,250.00	40,682.80	3.7
01-42-5203 UNIFORMS	.00	.00	800.00	800.00	.0
01-42-5210 OPERATING SUPPLIES	2,895.69	3,071.03	9,000.00	5,928.97	34.1
01-42-5215 REPAIR & MAINTENANCE	114.72	114.72	4,000.00	3,885.28	2.9
01-42-5216 FLEET R&M	2,056.81	2,397.68	14,602.00	12,204.32	16.4
01-42-5253 GAS & OIL	2,156.90	2,156.90	40,000.00	37,843.10	5.4
01-42-5254 UNIFORMS & TOOLS	266.29	420.03	22,800.00	22,379.97	1.8
01-42-5255 EQUIPMENT	165.41	13,350.43	42,550.00	29,199.57	31.4
01-42-5300 TELEPHONES	1,101.96	2,570.67	16,000.00	13,429.33	16.1
01-42-5305 UTILITIES	2,221.59	2,221.59	18,000.00	15,778.41	12.3
01-42-5310 TRASH REMOVAL	153.23	153.23	600.00	446.77	25.5
01-42-5315 COPIER EXPENSE	279.24	279.24	3,500.00	3,220.76	8.0
01-42-5320 GENERAL LIABILITY INSURANCE	23.75	6,485.35	57,040.00	50,554.65	11.4
01-42-5325 INTERNET/WEBSITE EXPENSE	132.45	264.90	2,000.00	1,735.10	13.3
01-42-5330 TRAINING	51.10	601.10	39,858.00	39,256.90	1.5
01-42-5331 DUES & MEMBERSHIPS	1,669.20	7,078.31	13,600.00	6,521.69	52.1
01-42-5332 TUITION REIMBURSEMENT	.00	.00	9,000.00	9,000.00	.0
01-42-5343 CONTRACTUAL SERVICES	560.61	47,420.61	108,000.00	60,579.39	43.9
01-42-5345 LAW ENFORCEMENT CONTRACT	.00	3,000.00	.00	(3,000.00)	.0
01-42-5346 ANIMAL IMPOUND FEE	355.00	355.00	5,000.00	4,645.00	7.1
01-42-5348 PEST CONTROL	.00	.00	2,000.00	2,000.00	.0
01-42-5349 WELLNESS PROGRAM	.00	150.00	3,500.00	3,350.00	4.3
01-42-5350 LAB FEES	.00	.00	500.00	500.00	.0
01-42-5399 OTHER PROFESSIONAL SERVICES	.00	105.00	2,386.00	2,281.00	4.4
01-42-5400 LEGAL FEES	.00	.00	15,000.00	15,000.00	.0
01-42-5500 CAPITAL OUTLAY	416.28	416.28	45,000.00	44,583.72	.9
01-42-5700 MISC. EXPENSE	1,766.20	1,766.20	5,000.00	3,233.80	35.3
TOTAL POLICE	158,631.18	432,838.82	2,781,149.00	2,348,310.18	15.6

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMUNITY DEVELOPMENT</u>					
01-43-5001 SALARIES & WAGES	18,066.58	44,150.83	291,147.00	246,996.17	15.2
01-43-5060 PAYROLL TAXES	1,367.45	3,337.71	22,273.00	18,935.29	15.0
01-43-5065 WORKERS COMP	18.71	45.71	257.00	211.29	17.8
01-43-5066 HEALTH INSURANCE	2,348.11	5,798.76	77,981.00	72,182.24	7.4
01-43-5067 DEFERRED COMP	903.34	2,207.56	29,364.00	27,156.44	7.5
01-43-5068 MEDICAL SAVINGS	.00	.00	1,033.00	1,033.00	.0
01-43-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	500.00	500.00	.0
01-43-5200 OFFICE SUPPLIES	.00	.00	500.00	500.00	.0
01-43-5201 COMPUTER / TECHNOLOGY	533.75	533.75	8,000.00	7,466.25	6.7
01-43-5202 PRINTING EXPENSE	500.00	500.00	500.00	.00	100.0
01-43-5203 UNIFORMS	.00	.00	1,000.00	1,000.00	.0
01-43-5212 FURNISHINGS	.00	.00	1,600.00	1,600.00	.0
01-43-5300 TELEPHONE	139.56	344.70	1,900.00	1,555.30	18.1
01-43-5320 PROPERTY & LIABILITY INSURANCE	6.79	640.39	15,024.00	14,383.61	4.3
01-43-5330 TRAINING	.00	.00	8,000.00	8,000.00	.0
01-43-5331 DUES & MEMBERSHIPS	.00	.00	2,500.00	2,500.00	.0
01-43-5353 WATER ASSESSMENTS	.00	.00	100.00	100.00	.0
01-43-5401 CONSULTING FEES	.00	.00	125,000.00	125,000.00	.0
01-43-5410 CONSULTANTS	528.77	1,897.52	25,000.00	23,102.48	7.6
01-43-5411 ANNEXATIONS & REZONING EXPENSE	1,258.60	1,258.60	15,000.00	13,741.40	8.4
01-43-5460 BUILDING INSPECTIONS	28,065.66	28,065.66	246,884.00	218,818.34	11.4
01-43-5700 MISC.	25.76	25.76	2,000.00	1,974.24	1.3
TOTAL COMMUNITY DEVELOPMENT	53,763.08	88,806.95	875,563.00	786,756.05	10.1
<u>STREETS</u>					
01-44-5253 GAS & OIL	(326.01)	(326.01)	.00	326.01	.0
TOTAL STREETS	(326.01)	(326.01)	.00	326.01	.0

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS</u>					
01-45-5001 SALARIES & WAGES	18,247.72	48,239.56	258,619.00	210,379.44	18.7
01-45-5055 OVERTIME	304.69	3,573.65	1,735.00	(1,838.65)	206.0
01-45-5060 PAYROLL TAXES	1,409.91	3,948.56	19,917.00	15,968.44	19.8
01-45-5065 WORKERS COMP	493.00	1,382.87	7,614.00	6,231.13	18.2
01-45-5066 HEALTH INSURANCE	2,500.68	6,077.93	38,522.00	32,444.07	15.8
01-45-5067 DEFERRED COMP	532.83	1,596.91	9,106.00	7,509.09	17.5
01-45-5068 MEDICAL SAVINGS	52.07	159.33	908.00	748.67	17.6
01-45-5203 UNIFORMS	209.99	209.99	.00	(209.99)	.0
01-45-5210 OPERATING SUPPLIES	1,479.17	1,479.17	6,000.00	4,520.83	24.7
01-45-5212 FURNISHINGS	.00	.00	2,500.00	2,500.00	.0
01-45-5215 REPAIRS & MAINTENANCE	31.00	31.00	38,000.00	37,969.00	.1
01-45-5216 FLEET R&M	112.32	112.32	5,000.00	4,887.68	2.3
01-45-5253 GAS & OIL	884.37	884.37	5,000.00	4,115.63	17.7
01-45-5254 TOOLS	.00	.00	1,500.00	1,500.00	.0
01-45-5300 TELEPHONE	143.00	419.00	1,500.00	1,081.00	27.9
01-45-5305 UTILITIES	762.93	762.93	40,000.00	39,237.07	1.9
01-45-5310 TRASH REMOVAL	.00	.00	2,500.00	2,500.00	.0
01-45-5320 PROPERTY & LIABILITY INSURANCE	8.49	800.49	18,780.00	17,979.51	4.3
01-45-5330 TRAINING	.00	.00	2,500.00	2,500.00	.0
01-45-5348 PEST CONTROL	.00	.00	33,000.00	33,000.00	.0
01-45-5349 WELLNESS PROGRAM	15.00	45.00	250.00	205.00	18.0
01-45-5363 WEED CONTROL	.00	.00	5,000.00	5,000.00	.0
01-45-5369 EQUIPMENT RENTAL	7.65	7.65	1,000.00	992.35	.8
01-45-5370 LANDSCAPING	.00	.00	18,000.00	18,000.00	.0
01-45-5371 TREE MAINTENANCE	.00	.00	25,000.00	25,000.00	.0
01-45-5372 IRRIGATION SYSTEM	.00	.00	30,000.00	30,000.00	.0
01-45-5500 CAPITAL OUTLAY	.00	.00	117,000.00	117,000.00	.0
01-45-5700 MISC. EXPENSE	.00	.00	2,500.00	2,500.00	.0
TOTAL PARKS	27,194.82	69,730.73	691,451.00	621,720.27	10.1

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ENGINEERING</u>					
01-47-5001 SALARIES & WAGES	33,450.88	81,363.15	444,869.00	363,505.85	18.3
01-47-5050 CLEANING	746.00	746.00	7,000.00	6,254.00	10.7
01-47-5055 OVERTIME	.00	1,384.80	.00	(1,384.80)	.0
01-47-5060 PAYROLL TAXES	2,531.99	6,261.91	536.00	(5,725.91)	1168.3
01-47-5065 WORKERS COMP	372.02	935.12	9,114.00	8,178.88	10.3
01-47-5066 HEALTH INSURANCE	3,469.21	8,552.22	41,785.00	33,232.78	20.5
01-47-5067 DEFERRED COMP	1,375.10	3,414.87	16,188.00	12,773.13	21.1
01-47-5068 MEDICAL SAVINGS	120.38	300.95	1,306.00	1,005.05	23.0
01-47-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	85.00	200.00	115.00	42.5
01-47-5200 OFFICE SUPPLIES	447.78	447.78	1,000.00	552.22	44.8
01-47-5201 COMPUTER/TECHNOLOGY	2,078.00	2,078.00	8,000.00	5,922.00	26.0
01-47-5203 UNIFORMS	.00	.00	1,000.00	1,000.00	.0
01-47-5210 OPERATING SUPPLIES	1,852.27	1,852.27	3,000.00	1,147.73	61.7
01-47-5212 FURNISHINGS	.00	.00	3,000.00	3,000.00	.0
01-47-5215 REPAIRS & MAINTENANCE	386.66	583.90	10,000.00	9,416.10	5.8
01-47-5216 REPAIR & MAINTENANCE--FLEET	12.00	12.00	3,000.00	2,988.00	.4
01-47-5253 GAS & OIL	360.77	360.77	5,000.00	4,639.23	7.2
01-47-5300 TELEPHONE	286.04	698.08	2,880.00	2,181.92	24.2
01-47-5305 UTILITIES	2,655.80	2,797.09	15,000.00	12,202.91	18.7
01-47-5310 TRASH	102.61	102.61	1,500.00	1,397.39	6.8
01-47-5315 COPIER EXPENSES	164.28	164.28	5,000.00	4,835.72	3.3
01-47-5320 PROPERTY & LIABILITY INSURANCE	4.25	400.25	9,390.00	8,989.75	4.3
01-47-5330 TRAINING	.00	.00	5,000.00	5,000.00	.0
01-47-5331 DUES & SUBSCRIPTIONS	280.00	530.00	600.00	70.00	88.3
01-47-5399 OTHER PROFESSIONAL SERVICES	.00	.00	1,386.00	1,386.00	.0
01-47-5405 ENGINEERING FEES	.00	.00	30,000.00	30,000.00	.0
01-47-5700 MISC. EXPENSE	64.42	64.42	5,000.00	4,935.58	1.3
TOTAL ENGINEERING	50,760.46	113,135.47	630,754.00	517,618.53	17.9

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MUNICIPAL COURT</u>					
01-48-5001 SALARIES & WAGES	3,666.16	7,257.49	48,673.00	41,415.51	14.9
01-48-5040 JUDGE	2,090.00	2,090.00	20,000.00	17,910.00	10.5
01-48-5055 OVERTIME	20.70	20.70	.00	(20.70)	.0
01-48-5060 PAYROLL TAXES	279.01	548.79	3,724.00	3,175.21	14.7
01-48-5065 WORKERS COMP	3.82	7.55	48.00	40.45	15.7
01-48-5066 HEALTH INSURANCE	587.72	1,062.27	7,583.00	6,520.73	14.0
01-48-5067 DEFERRED COMP	72.90	178.97	2,483.00	2,304.03	7.2
01-48-5068 MEDICAL SAVINGS	6.24	15.60	84.00	68.40	18.6
01-48-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	500.00	500.00	.0
01-48-5201 COMPUTER/TECHNOLOGY	148.40	148.40	3,000.00	2,851.60	5.0
01-48-5203 UNIFORMS	.00	.00	200.00	200.00	.0
01-48-5235 COURT COSTS	.00	.00	1,500.00	1,500.00	.0
01-48-5300 TELEPHONE	50.78	101.56	800.00	698.44	12.7
01-48-5320 PROPERTY & LIABILITY INSURANCE	1.70	160.10	3,756.00	3,595.90	4.3
01-48-5330 TRAINING	.00	.00	1,000.00	1,000.00	.0
01-48-5331 DUES & MEMBERSHIPS	.00	.00	100.00	100.00	.0
01-48-5399 OTHER PROFESSIONAL SERVICES	300.00	514.60	1,881.00	1,366.40	27.4
01-48-5455 PROSECUTING ATTORNEY	.00	.00	25,000.00	25,000.00	.0
01-48-5456 PUBLIC DEFENDER	.00	.00	10,000.00	10,000.00	.0
01-48-5700 MISC. EXPENSE	93.30	93.30	1,000.00	906.70	9.3
 TOTAL MUNICIPAL COURT	 7,320.73	 12,199.33	 131,332.00	 119,132.67	 9.3

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMUNITY ENGAGEMENT</u>					
01-49-5001 SALARIES & WAGES	11,681.53	27,845.86	217,304.00	189,458.14	12.8
01-49-5055 OVERTIME	.00	.00	5,000.00	5,000.00	.0
01-49-5060 PAYROLL TAXES	876.31	2,088.76	17,006.00	14,917.24	12.3
01-49-5065 WORKERS COMP	157.69	423.84	1,504.00	1,080.16	28.2
01-49-5066 HEALTH INSURANCE	912.93	3,101.10	21,597.00	18,495.90	14.4
01-49-5067 DEFERRED COMP	533.28	1,199.64	4,720.00	3,520.36	25.4
01-49-5068 MEDICAL SAVINGS	74.62	171.09	437.00	265.91	39.2
01-49-5075 EMPLOYMENT/RECRUITMENT EXPENSE	380.00	380.00	1,500.00	1,120.00	25.3
01-49-5201 COMPUTER/TECHNOLOGY	.00	.00	3,000.00	3,000.00	.0
01-49-5202 PRINTING EXPENSE	53.54	2,180.87	10,000.00	7,819.13	21.8
01-49-5203 UNIFORMS	.00	.00	1,500.00	1,500.00	.0
01-49-5205 POSTAGE	.00	472.88	2,500.00	2,027.12	18.9
01-49-5220 TOWN DECORATIONS	.00	.00	10,000.00	10,000.00	.0
01-49-5236 COMMUNITY ENGAGEMENT	4,219.79	4,219.79	10,000.00	5,780.21	42.2
01-49-5260 RECREATION PROGRAMS	12,170.28	18,314.10	50,000.00	31,685.90	36.6
01-49-5261 COMMUNITY DAY	.00	.00	48,000.00	48,000.00	.0
01-49-5262 TOWN EVENTS	1,262.79	1,262.79	69,000.00	67,737.21	1.8
01-49-5265 SENIOR EVENTS	594.00	594.00	10,000.00	9,406.00	5.9
01-49-5300 TELEPHONE	68.00	204.00	1,080.00	876.00	18.9
01-49-5320 GENERAL LIABILITY INSURANCE	6.79	987.59	15,374.00	14,386.41	6.4
01-49-5330 TRAINING	.00	919.00	4,000.00	3,081.00	23.0
01-49-5331 DUES/MEMBERSHIPS	4,197.28	5,170.28	7,000.00	1,829.72	73.9
01-49-5349 WELLNESS PROGRAM	5,489.56	5,729.56	19,000.00	13,270.44	30.2
01-49-5399 OTHER PROFESSIONAL SERVICES	.00	.00	2,000.00	2,000.00	.0
01-49-5401 CONSULTANTS	.00	.00	25,000.00	25,000.00	.0
01-49-5500 CAPITAL OUTLAY--WAYFINDING	.00	.00	25,000.00	25,000.00	.0
01-49-5560 CAPITAL OUTLAY--SFTWR UPGRADES	.00	2,220.00	12,000.00	9,780.00	18.5
01-49-5700 MISC. EXPENSE	65.99	65.99	2,000.00	1,934.01	3.3
TOTAL COMMUNITY ENGAGEMENT	42,744.38	77,551.14	595,522.00	517,970.86	13.0
<u>NON-DEPARTMENTAL</u>					
01-90-5500 CAPITAL OUTLAY	.00	.00	50,000.00	50,000.00	.0
01-90-5804 TRANSFER TO STREET IMPVT FD	.00	.00	375,000.00	375,000.00	.0
01-90-5805 TRANSFER TO CAPITAL IMPROVEMEN	.00	.00	1,380,451.00	1,380,451.00	.0
01-90-8151 SPECIAL PROJECTS	.00	.00	100,000.00	100,000.00	.0
01-90-8155 ARPA BROADBAND	.00	.00	149,932.00	149,932.00	.0
TOTAL NON-DEPARTMENTAL	.00	.00	2,055,383.00	2,055,383.00	.0
TOTAL FUND EXPENDITURES	441,172.23	981,528.31	9,159,841.00	8,178,312.69	10.7
NET REVENUE OVER EXPENDITURES	201,344.84	297,902.05	.00	(297,902.05)	.0

TOWN OF MEAD
BALANCE SHEET
FEBRUARY 28, 2023

STREET IMPROVEMENT FUND

ASSETS

04-01-0100	COMBINED CASH	2,084,123.64	
	TOTAL ASSETS		2,084,123.64

LIABILITIES AND EQUITY

LIABILITIES

04-02-2005	RETAINAGE PAYABLE	23,609.61	
04-02-2300	457(B) DEFERRED COMP PAYABLE	624.36	
04-02-2301	SALARIES & WAGES PAYABLE	9,143.84	
04-02-2310	EMPLOYEE HEALTH INS. PAYABLE	6,969.80	
04-02-2312	WORKERS COMP INSURANCE PAYABLE	1,369.38	
04-02-2400	FED. WITHHOLDING TAX PAYABLE	907.38	
04-02-2401	SOCIAL SECURITY TAX PAYABLE	1,423.44	
04-02-2402	MEDICARE TAX PAYABLE	332.91	
04-02-2403	STATE WITHHOLDING TAX PAYABLE	1,359.25	
04-02-2404	STATE UNEMPLOYMENT TAX PAYABLE	65.99	
	TOTAL LIABILITIES		45,805.96

FUND EQUITY

04-02-3001	FUND BALANCE	1,725,584.47	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	312,733.21	
	BALANCE - CURRENT DATE	312,733.21	
	TOTAL FUND EQUITY		2,038,317.68
	TOTAL LIABILITIES AND EQUITY		2,084,123.64

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

STREET IMPROVEMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>SOURCE 10</u>					
04-10-4005	HIGHWAY USERS TAX	17,572.54	37,464.21	235,190.00	197,725.79	15.9
04-10-4010	SALES TAX	208,458.09	323,734.08	2,004,325.00	1,680,590.92	16.2
04-10-4025	M.V. REGISTSTRATION	1,950.73	3,534.17	27,193.00	23,658.83	13.0
04-10-4030	BUILDING USE TAX	15,761.27	44,211.07	205,778.00	161,566.93	21.5
	TOTAL SOURCE 10	243,742.63	408,943.53	2,472,486.00	2,063,542.47	16.5
	<u>SOURCE 16</u>					
04-16-4601	TRANSFER FROM GF	.00	.00	375,000.00	375,000.00	.0
	TOTAL SOURCE 16	.00	.00	375,000.00	375,000.00	.0
	TOTAL FUND REVENUE	243,742.63	408,943.53	2,847,486.00	2,438,542.47	14.4

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

STREET IMPROVEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES--STREET IMP FUND</u>					
04-44-5001 SALARIES & WAGES	25,171.83	55,469.85	238,136.00	182,666.15	23.3
04-44-5055 OVERTIME	228.04	2,668.35	9,000.00	6,331.65	29.7
04-44-5060 PAYROLL TAXES	1,871.10	4,299.05	18,906.00	14,606.95	22.7
04-44-5065 WORKERS COMPENSATION	1,007.28	2,257.31	8,078.00	5,820.69	27.9
04-44-5066 HEALTH INSURANCE	3,516.85	7,694.15	40,410.00	32,715.85	19.0
04-44-5067 DEFERRED COMP	665.53	1,978.37	5,627.00	3,648.63	35.2
04-44-5068 MEDICAL SAVINGS	46.88	157.31	.00	(157.31)	.0
04-44-5075 EMPLOYMENT/RECRUITMENT EXPENSE	61.46	61.46	1,500.00	1,438.54	4.1
04-44-5201 COMPUTER/TECHNOLOGY	222.50	3,472.50	25,000.00	21,527.50	13.9
04-44-5203 UNIFORMS	409.97	409.97	2,000.00	1,590.03	20.5
04-44-5210 OPERATING SUPPLIES	230.20	1,185.69	2,500.00	1,314.31	47.4
04-44-5212 FURNISHINGS	.00	.00	5,000.00	5,000.00	.0
04-44-5215 REPAIRS & MAINTENANCE--STREETS	.00	.00	240,000.00	240,000.00	.0
04-44-5216 REPAIR & MAINT.--FLEET	578.75	3,564.91	40,000.00	36,435.09	8.9
04-44-5250 ASPHALT/STREET PATCHING	.00	.00	1,800,000.00	1,800,000.00	.0
04-44-5252 STREET SIGNS & MARKERS	.00	.00	25,000.00	25,000.00	.0
04-44-5253 GAS & OIL	2,808.61	2,808.61	20,000.00	17,191.39	14.0
04-44-5254 TOOLS	.00	.00	10,000.00	10,000.00	.0
04-44-5255 SAFETY EQUIPMENT	.00	.00	3,500.00	3,500.00	.0
04-44-5300 TELEPHONE	232.78	629.54	3,500.00	2,870.46	18.0
04-44-5305 UTILITIES	2,904.84	2,904.84	35,000.00	32,095.16	8.3
04-44-5320 PROPERTY & LIABILITY INSURANCE	21.23	2,001.23	46,951.00	44,949.77	4.3
04-44-5330 TRAINING	.00	.00	1,500.00	1,500.00	.0
04-44-5331 DUES & MEMBERSHIPS	.00	.00	1,500.00	1,500.00	.0
04-44-5360 STREET SWEEPING	.00	.00	15,000.00	15,000.00	.0
04-44-5361 DUST CONTROL	.00	.00	40,000.00	40,000.00	.0
04-44-5362 GRAVEL	.00	.00	38,000.00	38,000.00	.0
04-44-5363 WEED CONTROL	.00	.00	3,000.00	3,000.00	.0
04-44-5364 SNOW REMOVAL	1,105.12	3,647.18	100,000.00	96,352.82	3.7
04-44-5365 REPAIR & MAINTENANCE--SEALCOAT	.00	.00	500,000.00	500,000.00	.0
04-44-5366 REPAIR & MAINTENANCE--DRAINAGE	.00	.00	500,000.00	500,000.00	.0
04-44-5367 STREET STRIPING	.00	.00	75,000.00	75,000.00	.0
04-44-5369 REPAIR & MAINTENANCE--BRIDGES	.00	1,000.00	127,620.00	126,620.00	.8
04-44-5405 ENGINEERING FEES	.00	.00	200,000.00	200,000.00	.0
04-44-5500 CAPITAL OUTLAY	.00	.00	205,000.00	205,000.00	.0
04-44-5604 2012 GRADER	.00	.00	2,500.00	2,500.00	.0
TOTAL EXPENDITURES--STREET IMP FUND	41,082.97	96,210.32	4,389,228.00	4,293,017.68	2.2
TOTAL FUND EXPENDITURES	41,082.97	96,210.32	4,389,228.00	4,293,017.68	2.2
NET REVENUE OVER EXPENDITURES	202,659.66	312,733.21	(1,541,742.00)	(1,854,475.21)	20.3

TOWN OF MEAD
BALANCE SHEET
FEBRUARY 28, 2023

CONSERVATION TRUST FUND

ASSETS

05-01-0100	CASH IN COMMON - CTF	36,393.39	
	TOTAL ASSETS		36,393.39

LIABILITIES AND EQUITY

FUND EQUITY

05-02-3001	FUND BALANCE	36,128.17	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	265.22	
	BALANCE - CURRENT DATE	265.22	
	TOTAL FUND EQUITY		36,393.39
	TOTAL LIABILITIES AND EQUITY		36,393.39

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

CONSERVATION TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>LOTTERY REVENUE</u>					
05-17-4630	LOTTERY REVENUE	.00	.00	61,523.00	61,523.00	.0
	TOTAL LOTTERY REVENUE	.00	.00	61,523.00	61,523.00	.0
	<u>MISCELLANEOUS REVENUE</u>					
05-18-4619	INTEREST & DIVIDEND INCOME	128.65	265.22	.00	(265.22)	.0
	TOTAL MISCELLANEOUS REVENUE	128.65	265.22	.00	(265.22)	.0
	TOTAL FUND REVENUE	128.65	265.22	61,523.00	61,257.78	.4
05-45-5506	CAPITAL OUTLAY--PARKS & EQUIP	.00	.00	98,500.00	98,500.00	.0
	TOTAL DEPARTMENT 45	.00	.00	98,500.00	98,500.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	98,500.00	98,500.00	.0
	NET REVENUE OVER EXPENDITURES	128.65	265.22	(36,977.00)	(37,242.22)	.7

TOWN OF MEAD
BALANCE SHEET
FEBRUARY 28, 2023

SEWER FUND

ASSETS

06-01-0100	COMBINED CASH	1,669,778.29	
06-01-1305	ACCUM DEPRECIATION - PLANT & E	(3,228,332.32)	
06-01-1306	A/R-UTILITY BILLING	94,222.48	
06-01-1501	LAND - SF OP	294,834.95	
06-01-1502	LAND IMPROV. - SF OP	322,159.37	
06-01-1503	SEWER LINES	1,025,308.44	
06-01-1504	BUILDING - SF OP	281,750.60	
06-01-1506	MACH. & EQUIP. - SF OP	179,757.28	
06-01-1507	TREATMENT PLANT - SF NON OP	6,496,730.44	
06-01-1510	CONSTRUCTION IN PROGRESS	5,794.00	
	TOTAL ASSETS		7,142,003.53

LIABILITIES AND EQUITY

LIABILITIES

06-02-2000	ACCOUNTS PAYABLE	6,294.10	
06-02-2200	LOAN PAYABLE CWRPDA--LT	1,471,196.31	
06-02-2201	LOAN PAYABLE CWRPDA--CURRENT	76,793.89	
06-02-2300	EMPLOYEE PENSION PAYABLE	620.66	
06-02-2301	SALARY WAGES PAYABLE	4,368.46	
06-02-2310	EMPLOYEE HEALTH INS. PAYABLE	2,016.90	
06-02-2312	WORKERS COMP INSURANCE PAYABLE	880.21	
06-02-2314	401(A) CONTRIBUTIONS PAYABLE	276.07	
06-02-2400	FED. WITHHOLDING TAX PAYABLE	681.10	
06-02-2401	SOCIAL SECURITY TAX PAYABLE	773.18	
06-02-2402	MEDICARE TAX PAYABLE	180.81	
06-02-2403	STATE WITHHOLDING TAX PAYABLE	734.40	
06-02-2404	STATE UNEMPLOYMENT TAX PAYABLE	61.47	
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		1,650,213.63

FUND EQUITY

06-02-3001	FUND BALANCE	4,991,267.55	
	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	60,122.35	
	BALANCE - CURRENT DATE	500,522.35	
	TOTAL FUND EQUITY		5,491,789.90
	TOTAL LIABILITIES AND EQUITY		7,142,003.53

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CHARGES FOR SERVICES</u>					
06-11-4150 SEWER USER FEES	72,951.28	145,567.86	982,183.00	836,615.14	14.8
06-11-4152 RATERINK LIFT STA. SURCHARGE	1,000.00	2,000.00	.00	(2,000.00)	.0
06-11-4160 SEWER LATE/NSF FEES	1,000.00	2,280.00	16,000.00	13,720.00	14.3
06-11-4165 SEWER TAP FEES	19,014.00	38,890.00	494,932.00	456,042.00	7.9
TOTAL CHARGES FOR SERVICES	93,965.28	188,737.86	1,493,115.00	1,304,377.14	12.6
<u>MISCELLANEOUS REVENUE</u>					
06-18-4619 INTEREST & DIVIDEND INCOME	5,902.79	12,009.45	36,000.00	23,990.55	33.4
TOTAL MISCELLANEOUS REVENUE	5,902.79	12,009.45	36,000.00	23,990.55	33.4
TOTAL FUND REVENUE	99,868.07	200,747.31	1,529,115.00	1,328,367.69	13.1
<u>ADMINISTRATION</u>					
06-40-5001 SALARIES & WAGES	12,518.33	31,147.53	169,869.00	138,721.47	18.3
06-40-5055 OVERTIME	28.04	715.00	.00	(715.00)	.0
06-40-5060 PAYROLL TAXES	953.03	2,422.70	12,995.00	10,572.30	18.6
06-40-5065 WORKERS COMP	211.62	557.92	3,094.00	2,536.08	18.0
06-40-5066 HEALTH INSURANCE	1,753.43	4,349.05	25,845.00	21,495.95	16.8
06-40-5067 DEFERRED COMP/RETIREMENT	588.27	1,452.30	7,009.00	5,556.70	20.7
06-40-5068 MEDICAL SAVINGS	50.02	128.69	587.00	458.31	21.9
06-40-5201 COMPUTER / TECHNOLOGY	371.00	371.00	.00	(371.00)	.0
06-40-5205 POSTAGE	378.07	378.07	4,800.00	4,421.93	7.9
06-40-5300 TELEPHONE	79.51	198.54	720.00	521.46	27.6
06-40-5320 GENERAL LIABILITY INSURANCE	4.25	400.25	9,390.00	8,989.75	4.3
06-40-5331 DUES AND MEMBERSHIP	.00	1,000.00	1,200.00	200.00	83.3
06-40-5399 OTHER PROFESSIONAL SERVICES	.00	519.40	6,583.00	6,063.60	7.9
06-40-5400 LEGAL FEES	940.95	940.95	11,385.00	10,444.05	8.3
06-40-5401 CONSULTING FEES	1,653.58	1,791.08	13,647.00	11,855.92	13.1
06-40-5405 ENGINEERING FEES	.00	.00	70,000.00	70,000.00	.0
06-40-5410 PLANNING/CONSULTANTS	209.36	209.36	2,040.00	1,830.64	10.3
06-40-5415 AUDIT FEES	.00	.00	7,977.00	7,977.00	.0
06-40-5460 ADMINISTRATIVE OVERHEAD	.00	.00	9,185.00	9,185.00	.0
06-40-5700 MISC. EXPENSE	.00	.00	500.00	500.00	.0
06-40-5701 BANK FEES	547.48	547.48	.00	(547.48)	.0
06-40-5705 MILEAGE	50.00	150.00	300.00	150.00	50.0
TOTAL ADMINISTRATION	20,336.94	47,279.32	357,126.00	309,846.68	13.2

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS</u>					
06-47-5210 OPERATING SUPPLIES	.00	.00	1,500.00	1,500.00	.0
06-47-5215 REPAIRS & MAINT	910.13	910.13	160,500.00	159,589.87	.6
06-47-5227 CHEMICALS	.00	.00	750.00	750.00	.0
06-47-5231 SLUDGE DISPOSAL	2,734.13	3,641.61	65,000.00	61,358.39	5.6
06-47-5248 SEWER LINE REPAIRS	581.76	581.76	15,000.00	14,418.24	3.9
06-47-5253 GAS & OIL	884.37	884.37	6,000.00	5,115.63	14.7
06-47-5305 UTILITIES	5,182.80	5,182.80	68,284.00	63,101.20	7.6
06-47-5310 TRASH	.00	.00	1,125.00	1,125.00	.0
06-47-5390 SEWER MAINT. CONTRACT	15,711.39	15,711.39	85,638.00	69,926.61	18.4
06-47-5391 SEWER TESTING	544.32	544.32	6,000.00	5,455.68	9.1
06-47-5392 LINE LOCATOR	.00	.00	6,000.00	6,000.00	.0
06-47-5393 STATE DISCHARGE PERMIT	77.00	77.00	3,500.00	3,423.00	2.2
06-47-5394 SEWER LINE FLUSHING	.00	.00	85,000.00	85,000.00	.0
06-47-5396 R&M--RATERINK LIFT STATION	735.00	735.00	.00	(735.00)	.0
06-47-5556 CAPITAL OUTLAY--CIPP	.00	.00	100,000.00	100,000.00	.0
06-47-5557 CAPITAL OUTLAY-HEADWORKS MECH	.00	.00	185,700.00	185,700.00	.0
06-47-5558 CAPITAL OUTLAY-BLOWER REPLACE	.00	.00	130,000.00	130,000.00	.0
06-47-5559 CAPITAL OUTLAY-CHEMICAL PHOSOP	.00	.00	100,000.00	100,000.00	.0
TOTAL OPERATIONS	27,360.90	28,268.38	1,019,997.00	991,728.62	2.8
<u>DEPARTMENT 98</u>					
06-98-9801 2007 CWRPDA LOAN--PRINCIPAL	.00	39,404.88	79,497.00	40,092.12	49.6
06-98-9802 2007 CWRPDA LOAN--INTEREST	.00	25,672.38	50,657.00	24,984.62	50.7
TOTAL DEPARTMENT 98	.00	65,077.26	130,154.00	65,076.74	50.0
TOTAL FUND EXPENDITURES	47,697.84	140,624.96	1,507,277.00	1,366,652.04	9.3
NET REVENUE OVER EXPENDITURES	52,170.23	60,122.35	21,838.00	(38,284.35)	275.3

TOWN OF MEAD
BALANCE SHEET
FEBRUARY 28, 2023

POLICE FUND

ASSETS

08-01-0100	CASH IN COMMON - POLICE	220,238.58	
	TOTAL ASSETS		220,238.58

LIABILITIES AND EQUITY

FUND EQUITY

08-02-3001	FUND BALANCE	250,667.54	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	(30,428.96)	
	BALANCE - CURRENT DATE	(30,428.96)	
	TOTAL FUND EQUITY		220,238.58
	TOTAL LIABILITIES AND EQUITY		220,238.58

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

POLICE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
08-11-4165	IMPACT FEES	4,860.00	10,561.67	150,321.00	139,759.33	7.0
	TOTAL SOURCE 11	4,860.00	10,561.67	150,321.00	139,759.33	7.0
	<u>SOURCE 18</u>					
08-18-4619	INTEREST & DIVIDEND INCOME	778.56	1,696.34	5,400.00	3,703.66	31.4
	TOTAL SOURCE 18	778.56	1,696.34	5,400.00	3,703.66	31.4
	TOTAL FUND REVENUE	5,638.56	12,258.01	155,721.00	143,462.99	7.9
	<u>DEPARTMENT 42</u>					
08-42-5491	VEHICLE LEASE EXPENSES	9,825.06	23,409.71	86,925.00	63,515.29	26.9
08-42-5511	CAPITAL OUTLAY--BLDGS & IMPVTS	19,277.26	19,277.26	225,000.00	205,722.74	8.6
	TOTAL DEPARTMENT 42	29,102.32	42,686.97	311,925.00	269,238.03	13.7
	TOTAL FUND EXPENDITURES	29,102.32	42,686.97	311,925.00	269,238.03	13.7
	NET REVENUE OVER EXPENDITURES	(23,463.76)	(30,428.96)	(156,204.00)	(125,775.04)	(19.5)

TOWN OF MEAD
BALANCE SHEET
FEBRUARY 28, 2023

MUNICIPAL FACILITIES FUND

ASSETS

09-01-0100	COMBINED CASH	2,678,572.28	
09-01-1309	LAND	5,000.00	
	TOTAL ASSETS		2,683,572.28

LIABILITIES AND EQUITY

LIABILITIES

09-02-2005	RETAINAGE PAYABLE	197,742.89	
	TOTAL LIABILITIES		197,742.89

FUND EQUITY

09-02-3003	FUND BALANCE-MUNICIPAL	2,427,099.65	
09-02-3004	FUND BALANCE-RECREATION	(51,497.43)	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	110,227.17	
	BALANCE - CURRENT DATE	110,227.17	
	TOTAL FUND EQUITY		2,485,829.39
	TOTAL LIABILITIES AND EQUITY		2,683,572.28

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

MUNICIPAL FACILITIES FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>FEEES</u>					
09-11-4165	IMPACT FEES	42,615.00	84,600.76	1,284,309.00	1,199,708.24	6.6
	TOTAL FEES	42,615.00	84,600.76	1,284,309.00	1,199,708.24	6.6
	<u>GRANTS</u>					
09-15-4545	GRANTS--EIAF 9349 STATE FUNDS	.00	38,347.00	40,000.00	1,653.00	95.9
	TOTAL GRANTS	.00	38,347.00	40,000.00	1,653.00	95.9
	<u>SOURCE 16</u>					
09-16-4806	TRANSFER FROM SEWER FUND	.00	.00	1,500,000.00	1,500,000.00	.0
09-16-4819	TRF FR CAPITAL IMPRVT FUND	.00	.00	800,000.00	800,000.00	.0
	TOTAL SOURCE 16	.00	.00	2,300,000.00	2,300,000.00	.0
	<u>MISCELLANEOUS REVENUE</u>					
09-18-4619	INTEREST & DIVIDEND INCOME	9,468.96	19,420.65	63,525.00	44,104.35	30.6
	TOTAL MISCELLANEOUS REVENUE	9,468.96	19,420.65	63,525.00	44,104.35	30.6
	TOTAL FUND REVENUE	52,083.96	142,368.41	3,687,834.00	3,545,465.59	3.9
	<u>ADMINISTRATION</u>					
09-40-5410	PLANNING/CONSULTANTS	3,740.00	3,740.00	30,000.00	26,260.00	12.5
	TOTAL ADMINISTRATION	3,740.00	3,740.00	30,000.00	26,260.00	12.5
	<u>STREETS</u>					
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	.00	39,470.00	39,470.00	.0
09-44-5605	2021 LEASE PURCH INT--TRUCK 1	.00	.00	3,773.00	3,773.00	.0
	TOTAL STREETS	.00	.00	86,486.00	86,486.00	.0

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

MUNICIPAL FACILITIES FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>DEPARTMENT 45</u>					
09-45-5491	VEHICLE LEASE EXPENSES	5,612.90	11,287.36	63,140.00	51,852.64	17.9
	TOTAL DEPARTMENT 45	5,612.90	11,287.36	63,140.00	51,852.64	17.9
	<u>DEPARTMENT 49</u>					
09-49-5491	VEHICLE LEASE EXPENSES	.00	.00	12,333.00	12,333.00	.0
	TOTAL DEPARTMENT 49	.00	.00	12,333.00	12,333.00	.0
	<u>EXPENDITURES</u>					
09-50-5500	CAPITAL OUTLAY	.00	.00	400,000.00	400,000.00	.0
09-50-5505	CAPITAL OUTLAY--OFFICE EQ	.00	3,310.50	.00	(3,310.50)	.0
09-50-5511	CAPITAL OUTLAY--PW FACILITY	12,728.90	13,422.18	175,000.00	161,577.82	7.7
09-50-5512	CAPITAL OUTLAY--TH IMPRVMTS	.00	.00	50,000.00	50,000.00	.0
09-50-5514	CAPITAL OUTLAY--GRADER SHED	.00	.00	50,000.00	50,000.00	.0
	TOTAL EXPENDITURES	12,728.90	16,732.68	675,000.00	658,267.32	2.5
	<u>DEPARTMENT 51</u>					
09-51-5500	CAPITAL OUTLAY	381.20	381.20	5,385,000.00	5,384,618.80	.0
	TOTAL DEPARTMENT 51	381.20	381.20	5,385,000.00	5,384,618.80	.0
	TOTAL FUND EXPENDITURES	22,463.00	32,141.24	6,251,959.00	6,219,817.76	.5
	NET REVENUE OVER EXPENDITURES	29,620.96	110,227.17	(2,564,125.00)	(2,674,352.17)	4.3

TOWN OF MEAD
BALANCE SHEET
FEBRUARY 28, 2023

DOWNTOWN FUND

ASSETS

11-01-0100	COMBINED CASH	15,363.74	
	TOTAL ASSETS		15,363.74

LIABILITIES AND EQUITY

FUND EQUITY

11-02-3001	FUND BALANCE	15,251.78	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	111.96	
	BALANCE - CURRENT DATE	111.96	
	TOTAL FUND EQUITY		15,363.74
	TOTAL LIABILITIES AND EQUITY		15,363.74

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

DOWNTOWN FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISCELLANEOUS REVENUE</u>					
11-18-4619 INTEREST & DIVIDEND INCOME	54.31	111.96	.00	(111.96)	.0
TOTAL MISCELLANEOUS REVENUE	54.31	111.96	.00	(111.96)	.0
TOTAL FUND REVENUE	54.31	111.96	.00	(111.96)	.0
NET REVENUE OVER EXPENDITURES	54.31	111.96	.00	(111.96)	.0

TOWN OF MEAD
BALANCE SHEET
FEBRUARY 28, 2023

STORM DRAINAGE FUND

ASSETS

13-01-0100	COMBINED CASH	66,944.64	
	TOTAL ASSETS		66,944.64

LIABILITIES AND EQUITY

FUND EQUITY

13-02-3001	FUND BALANCE	33,077.79	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	33,866.85	
	BALANCE - CURRENT DATE	33,866.85	
	TOTAL FUND EQUITY		66,944.64
	TOTAL LIABILITIES AND EQUITY		66,944.64

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

STORM DRAINAGE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>FEEES</u>					
13-11-4165	IMPACT FEES	19,656.00	33,453.00	.00	(33,453.00)	.0
	TOTAL FEES	19,656.00	33,453.00	.00	(33,453.00)	.0
	<u>MISCELLANEOUS REVENUE</u>					
13-18-4619	INTEREST & DIVIDEND INCOME	236.65	413.85	.00	(413.85)	.0
	TOTAL MISCELLANEOUS REVENUE	236.65	413.85	.00	(413.85)	.0
	TOTAL FUND REVENUE	19,892.65	33,866.85	.00	(33,866.85)	.0
	NET REVENUE OVER EXPENDITURES	19,892.65	33,866.85	.00	(33,866.85)	.0

TOWN OF MEAD
BALANCE SHEET
FEBRUARY 28, 2023

TRANSPORTATION FUND

ASSETS

14-01-0100	COMBINED CASH	6,521,331.80	
	TOTAL ASSETS		6,521,331.80

LIABILITIES AND EQUITY

LIABILITIES

14-02-2000	ACCOUNTS PAYABLE	547.50	
14-02-2005	RETAINAGE PAYABLE	7,669.81	
	TOTAL LIABILITIES		8,217.31

FUND EQUITY

14-02-3001	FUND BALANCE	6,369,960.84	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	143,153.65	
	BALANCE - CURRENT DATE	143,153.65	
	TOTAL FUND EQUITY		6,513,114.49
	TOTAL LIABILITIES AND EQUITY		6,521,331.80

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

TRANSPORTATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>FEES</u>					
14-11-4165	IMPACT FEES	39,312.00	105,334.93	2,056,551.00	1,951,216.07	5.1
	TOTAL FEES	39,312.00	105,334.93	2,056,551.00	1,951,216.07	5.1
	<u>GRANTS</u>					
14-15-4570	GRANTS	.00	.00	824,850.00	824,850.00	.0
14-15-4575	CML GRANT--BRIDGE	.00	.00	160,317.00	160,317.00	.0
14-15-4580	FEDERAL GRANT--3RD & WELKER	.00	.00	1,900,000.00	1,900,000.00	.0
14-15-4585	ENERGY COLO--EV CHARGING GRANT	.00	.00	40,000.00	40,000.00	.0
	TOTAL GRANTS	.00	.00	2,925,167.00	2,925,167.00	.0
	<u>SOURCE 16</u>					
14-16-4820	TRANSFER FROM MURA	.00	.00	500,000.00	500,000.00	.0
	TOTAL SOURCE 16	.00	.00	500,000.00	500,000.00	.0
	<u>MISCELLANEOUS REVENUE</u>					
14-18-4619	INTEREST & DIVIDEND INCOME	23,053.41	47,576.47	.00	(47,576.47)	.0
	TOTAL MISCELLANEOUS REVENUE	23,053.41	47,576.47	.00	(47,576.47)	.0
	<u>SOURCE 19</u>					
14-19-4941	P.I.L.O.CONSTRUCTION	.00	.00	500,000.00	500,000.00	.0
	TOTAL SOURCE 19	.00	.00	500,000.00	500,000.00	.0
	TOTAL FUND REVENUE	62,365.41	152,911.40	5,981,718.00	5,828,806.60	2.6

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

TRANSPORTATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
14-40-5405 ENGINEERING FEES	.00	.00	20,000.00	20,000.00	.0
14-40-5500 CAPITAL OUTLAY--WELKER/3RD	.00	.00	4,557,511.00	4,557,511.00	.0
14-40-5501 CAPITAL OUTLAY--SAFE RTESTOSCH	.00	.00	531,063.00	531,063.00	.0
14-40-5562 CAPITAL OUTLAY-Y BRIDGE DESIGN	.00	.00	200,396.00	200,396.00	.0
14-40-5565 CAPITAL OUTLAY-SH66/CR7 UNDER	9,757.75	9,757.75	500,000.00	490,242.25	2.0
14-40-5566 CAPITAL OUTLAY-SH 66/CR7--ITEN	.00	.00	1,250,000.00	1,250,000.00	.0
14-40-5567 CAPITAL OUTLAY-NORTH CREEK	.00	.00	20,000.00	20,000.00	.0
14-40-5568 CAPITAL OUTLAY-ALLEY IMPTS	.00	.00	1,250,000.00	1,250,000.00	.0
14-40-5569 CAPITAL OUTLAY-INT CR 38 & I	.00	.00	200,000.00	200,000.00	.0
14-40-5570 CAPITAL OUTLAY-EV CHARGING ST	.00	.00	40,000.00	40,000.00	.0
14-40-5720 CONTINGENCIES	.00	.00	175,000.00	175,000.00	.0
TOTAL EXPENDITURES	9,757.75	9,757.75	8,743,970.00	8,734,212.25	.1
TOTAL FUND EXPENDITURES	9,757.75	9,757.75	8,743,970.00	8,734,212.25	.1
NET REVENUE OVER EXPENDITURES	52,607.66	143,153.65	(2,762,252.00)	(2,905,405.65)	5.2

TOWN OF MEAD
BALANCE SHEET
FEBRUARY 28, 2023

PARKS & OPEN SPACE

<u>ASSETS</u>			
18-01-0100	CASH IN COMMON - PARKS & OPEN	1,788,982.89	
	TOTAL ASSETS		1,788,982.89
<u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
18-02-2005	RETAINAGE PAYABLE	16,820.30	
	TOTAL LIABILITIES		16,820.30
<u>FUND EQUITY</u>			
18-02-3001	FUND BALANCE	1,095,651.90	
18-02-3005	FUND BALANCE - OPEN SPACE	619,757.05	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	56,753.64	
	BALANCE - CURRENT DATE	56,753.64	
	TOTAL FUND EQUITY		1,772,162.59
	TOTAL LIABILITIES AND EQUITY		1,788,982.89

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

PARKS & OPEN SPACE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>FEEES</u>					
18-11-4165	IMPACT FEES	26,289.00	43,815.00	666,020.00	622,205.00	6.6
	TOTAL FEES	26,289.00	43,815.00	666,020.00	622,205.00	6.6
	<u>MISCELLANEOUS REVENUE</u>					
18-18-4527	GOCO GRANT--FISHING IS FUN	.00	.00	100,000.00	100,000.00	.0
18-18-4619	INTEREST & DIVIDEND INCOME	6,324.19	12,938.64	.00	(12,938.64)	.0
	TOTAL MISCELLANEOUS REVENUE	6,324.19	12,938.64	100,000.00	87,061.36	12.9
	TOTAL FUND REVENUE	32,613.19	56,753.64	766,020.00	709,266.36	7.4
	<u>ADMINISTRATION</u>					
18-40-5410	PLANNING/CONSULTANTS	.00	.00	130,000.00	130,000.00	.0
	TOTAL ADMINISTRATION	.00	.00	130,000.00	130,000.00	.0
	<u>DEPARTMENT 45</u>					
18-45-5500	CAPITAL OUTLAY	.00	.00	350,000.00	350,000.00	.0
	TOTAL DEPARTMENT 45	.00	.00	350,000.00	350,000.00	.0
	<u>CAPITAL PROJECTS</u>					
18-52-5500	CAPITAL OUTLAY	.00	.00	375,000.00	375,000.00	.0
18-52-5909	TRANSFER TO MUNICIPAL FUND	.00	.00	1,500,000.00	1,500,000.00	.0
	TOTAL CAPITAL PROJECTS	.00	.00	1,875,000.00	1,875,000.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	2,355,000.00	2,355,000.00	.0
	NET REVENUE OVER EXPENDITURES	32,613.19	56,753.64	(1,588,980.00)	(1,645,733.64)	3.6

TOWN OF MEAD
BALANCE SHEET
FEBRUARY 28, 2023

CAPITAL IMPROVEMENT FUND

ASSETS

19-01-0100	COMBINED CASH	946,733.06	
	TOTAL ASSETS		946,733.06

LIABILITIES AND EQUITY

FUND EQUITY

19-02-3001	FUND BALANCE	939,833.52	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	6,899.54	
	BALANCE - CURRENT DATE	6,899.54	
	TOTAL FUND EQUITY		946,733.06
	TOTAL LIABILITIES AND EQUITY		946,733.06

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

CAPITAL IMPROVEMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>TRANSFERS IN</u>					
19-16-4615	TRANSFER IN FROM GENERAL	.00	.00	1,380,451.00	1,380,451.00	.0
	TOTAL TRANSFERS IN	.00	.00	1,380,451.00	1,380,451.00	.0
	<u>MISCELLANEOUS REVENUE</u>					
19-18-4619	INTEREST & DIVIDEND INCOME	3,346.77	6,899.54	21,000.00	14,100.46	32.9
	TOTAL MISCELLANEOUS REVENUE	3,346.77	6,899.54	21,000.00	14,100.46	32.9
	TOTAL FUND REVENUE	3,346.77	6,899.54	1,401,451.00	1,394,551.46	.5
	<u>DEPARTMENT 46</u>					
19-46-5909	TRANSFER TO MUNI FACIL FUND	.00	.00	800,000.00	800,000.00	.0
	TOTAL DEPARTMENT 46	.00	.00	800,000.00	800,000.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	800,000.00	800,000.00	.0
	NET REVENUE OVER EXPENDITURES	3,346.77	6,899.54	601,451.00	594,551.46	1.2

TOWN OF MEAD
BALANCE SHEET
FEBRUARY 28, 2023

MEAD URBAN RENEWAL AUTHORITY

ASSETS

20-01-0100	COMBINED CASH	3,105,854.12	
20-01-1250	PROPERTY TAX RECEIVABLE	2,419,438.00	
	TOTAL ASSETS		5,525,292.12

LIABILITIES AND EQUITY

LIABILITIES

20-02-2300	EMPLOYEE PENSION PAYABLE	836.11	
20-02-2301	SALARY WAGES PAYABLE	4,990.59	
20-02-2310	EMPLOYEE HEALTH INS. PAYABLE	3,090.99	
20-02-2312	WORKERS COMP INSURANCE PAYABLE	695.33	
20-02-2314	401(A) CONTRIBUTIONS PAYABLE	1,380.42	
20-02-2400	FED. WITHHOLDING TAX PAYABLE	900.93	
20-02-2401	SOCIAL SECURITY TAX PAYABLE	900.43	
20-02-2402	MEDICARE TAX PAYABLE	210.59	
20-02-2403	STATE WITHHOLDING TAX PAYABLE	880.67	
20-02-2404	STATE UNEMPLOYMENT TAX PAYABLE	69.73	
20-02-2700	DEFERRED INFLOWS- PROPERTY TAX	2,419,438.00	
	TOTAL LIABILITIES		2,433,393.79

FUND EQUITY

20-02-3001	FUND BALANCE	3,096,384.36	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	(4,486.03)	
	BALANCE - CURRENT DATE	(4,486.03)	
	TOTAL FUND EQUITY		3,091,898.33
	TOTAL LIABILITIES AND EQUITY		5,525,292.12

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

MEAD URBAN RENEWAL AUTHORITY

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>TAXES</u>					
20-10-4050	TAX INCREMENT REVENUE (TIF)	21,218.63	21,938.83	.00	(21,938.83)	.0
	TOTAL TAXES	21,218.63	21,938.83	.00	(21,938.83)	.0
	<u>MISCELLANEOUS REVENUE</u>					
20-18-4619	INTEREST & DIVIDEND INCOME	10,979.43	22,630.78	.00	(22,630.78)	.0
	TOTAL MISCELLANEOUS REVENUE	10,979.43	22,630.78	.00	(22,630.78)	.0
	TOTAL FUND REVENUE	32,198.06	44,569.61	.00	(44,569.61)	.0
	<u>ADMINISTRATION</u>					
20-40-5001	SALARIES & WAGES	14,606.94	35,738.24	.00	(35,738.24)	.0
20-40-5060	PAYROLL TAXES	1,117.01	2,741.60	.00	(2,741.60)	.0
20-40-5065	WORKERS COMP	118.33	290.65	.00	(290.65)	.0
20-40-5066	HEALTH INSURANCE	1,692.79	4,189.54	.00	(4,189.54)	.0
20-40-5067	DEFERRED COMP/RETIREMENT	981.89	2,393.45	.00	(2,393.45)	.0
20-40-5068	MEDICAL SAVINGS	41.70	104.25	.00	(104.25)	.0
20-40-5300	TELEPHONE	36.50	109.50	.00	(109.50)	.0
20-40-5320	GENERAL LIABILITY INSURANCE	1.70	160.10	.00	(160.10)	.0
20-40-5400	LEGAL FEES	150.16	150.16	.00	(150.16)	.0
20-40-5401	CONSULTING FEES	1,470.93	1,608.43	.00	(1,608.43)	.0
20-40-5425	COUNTY TREASURER'S FEE	318.28	819.72	.00	(819.72)	.0
20-40-5705	MILEAGE	250.00	750.00	.00	(750.00)	.0
	TOTAL ADMINISTRATION	20,786.23	49,055.64	.00	(49,055.64)	.0
	TOTAL FUND EXPENDITURES	20,786.23	49,055.64	.00	(49,055.64)	.0
	NET REVENUE OVER EXPENDITURES	11,411.83	(4,486.03)	.00	4,486.03	.0

Report Criteria:

Report type: GL detail

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
03/23	03/20/2023	36299	SESAC	159569 2023	01-49-5331	Music License - 2023 - INV 999028	553.00
Total 36299:							553.00
03/23	03/27/2023	36300	ALERT/SAM	2023 DUES	01-42-5330	2023 AGENCY DUES	100.00
Total 36300:							100.00
03/23	03/27/2023	36301	All Copy Products Inc	496560996	01-40-5315	Copier Lease	126.42
03/23	03/27/2023	36301	All Copy Products Inc	496560996	01-42-5315	Copier Lease	93.52
03/23	03/27/2023	36301	All Copy Products Inc	496906322	01-47-5315	Copier Lease	86.05
Total 36301:							305.99
03/23	03/27/2023	36302	All Copy Products, Inc.	AR3860783	01-40-5315	Copier	68.75
03/23	03/27/2023	36302	All Copy Products, Inc.	AR3865992	01-42-5315	Copier	58.25
Total 36302:							127.00
03/23	03/27/2023	36303	AMAZON CAPITAL SERVICES	13FF-WNLP-	01-42-5210	Supplies	421.00
03/23	03/27/2023	36303	AMAZON CAPITAL SERVICES	1763-MNF4-	01-47-5200	Office Supplies	42.76
03/23	03/27/2023	36303	AMAZON CAPITAL SERVICES	1CCY-6H37-	01-49-5260	Volleyball	159.99
03/23	03/27/2023	36303	AMAZON CAPITAL SERVICES	1G9J-6G9X-	01-41-5210	Phone Case - CW	19.99
03/23	03/27/2023	36303	AMAZON CAPITAL SERVICES	1LC7-LD3K-	01-42-5210	Supplies	11.94
03/23	03/27/2023	36303	AMAZON CAPITAL SERVICES	1LC7-LD3K-	01-49-5201	Webcam & Speakers	44.98
03/23	03/27/2023	36303	AMAZON CAPITAL SERVICES	1LC7-LD3K-	01-40-5200	Supplies	55.97
Total 36303:							756.63
03/23	03/27/2023	36304	Andres Salazar	12.2022	01-42-5330	Employee Reimbursement	121.56
Total 36304:							121.56
03/23	03/27/2023	36305	AXON ENTERPRISES, INC.	INUS142002	01-42-5255	2 Tasers	726.00
Total 36305:							726.00
03/23	03/27/2023	36306	Boulder Scientific	BSC 031423	01-02-2308	Rental Deposit Refund - 8/31 and 9/2 de	200.00
03/23	03/27/2023	36306	Boulder Scientific	BSC 031423.	01-02-2308	Rental Deposit Refund - Town Park 9/12/	100.00
Total 36306:							300.00
03/23	03/27/2023	36307	Brakes Plus LLC	1429395932	01-42-5216	2018 Ford PD	181.80
03/23	03/27/2023	36307	Brakes Plus LLC	1429400702	01-42-5216	2021 Ford PD	95.70
Total 36307:							277.50
03/23	03/27/2023	36308	Carmen Pedrego	TOWN OF M	01-48-5235	Court Proceedings - 2/16	136.20
Total 36308:							136.20
03/23	03/27/2023	36309	CASELLE	123396	01-40-5399	Support	816.20
03/23	03/27/2023	36309	CASELLE	123396	01-48-5399	Support	148.40

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
03/23	03/27/2023	36309	CASELLE	123396	06-40-5399	Support	519.40
03/23	03/27/2023	36309	CASELLE	123652	01-40-5330	Training - RK, DR, MS	700.00
Total 36309:							2,184.00
03/23	03/27/2023	36310	COLORADO TREE COALITION	12.05.2022	01-45-5370	Landscaping	3,125.00
Total 36310:							3,125.00
03/23	03/27/2023	36311	Cribari Law Firm	02182023	01-48-5455	Prosecuting Attorney - Feb	2,040.00
Total 36311:							2,040.00
03/23	03/27/2023	36312	Denali Water Solutions LLC	INV412074	06-47-5231	Sludge Disposal	1,811.88
03/23	03/27/2023	36312	Denali Water Solutions LLC	INV420748	06-47-5231	Sludge Disposal	2,275.00
Total 36312:							4,086.88
03/23	03/27/2023	36313	Ditesco LLC	2023-72	04-44-5405	Pavement Mgmt (Eng)	1,883.91
03/23	03/27/2023	36313	Ditesco LLC	2023-73	09-50-5500	TOM-Courtroom	1,435.00
03/23	03/27/2023	36313	Ditesco LLC	2023-74	09-50-5511	TOM - PW Facility	1,377.00
03/23	03/27/2023	36313	Ditesco LLC	2023-78	09-51-5500	TOM - Comm Center	5,116.70
Total 36313:							9,812.61
03/23	03/27/2023	36314	DR Horton	030323	01-02-2308	Temp Use Deposit	500.00
Total 36314:							500.00
03/23	03/27/2023	36315	Essenza Architecture	2206-04	09-51-5500	Comm Ctr	15,813.85
Total 36315:							15,813.85
03/23	03/27/2023	36316	FASTENAL	COLON1005	01-47-5210	Parts/Supplies	36.07
Total 36316:							36.07
03/23	03/27/2023	36317	Felsburg Holt & Ullevig	36639	14-40-5500	3rd & Welker - Feb 2023	23,333.75
Total 36317:							23,333.75
03/23	03/27/2023	36318	Fit For You Mead	1023	01-49-5265	Sr Exercise - Feb	232.00
Total 36318:							232.00
03/23	03/27/2023	36319	Fox Tuttle Transportation Group	19021-47A	01-47-5405	Mead On-Call - Feb	1,710.00
03/23	03/27/2023	36319	Fox Tuttle Transportation Group	19021-47B	01-02-2615	Club Car Wash - Mead On-Call - Feb	110.00
Total 36319:							1,820.00
03/23	03/27/2023	36320	Gifting Geeks	GIFTING GE	01-02-2308	Home Occ. Deposit Refund	100.00
Total 36320:							100.00
03/23	03/27/2023	36321	GMCO CORPORATION	23-4416	04-44-5364	RT Torch	9,703.68
03/23	03/27/2023	36321	GMCO CORPORATION	23-4417	04-44-5364	RT Torch	2,396.69

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 36321:							12,100.37
03/23	03/27/2023	36322	GRC Consulting Inc	13159	04-44-5360	Street Sweeping - March 2023	3,942.00
Total 36322:							3,942.00
03/23	03/27/2023	36323	HOFFMAN,PARKER,WILSON &	11022050-00	01-02-2615	Legal for Lift Station - 292	460.00
Total 36323:							460.00
03/23	03/27/2023	36324	Imprints Fort Collins	E32168	01-40-5203	Clothing - HM	121.50
Total 36324:							121.50
03/23	03/27/2023	36325	Kerestes-Martin Associates Inc	RETAINAGE	18-02-2005	Retainage - Wayfinding Signage Project	16,820.30
Total 36325:							16,820.30
03/23	03/27/2023	36326	Kimball Midwest	100673607	01-47-5210	Supplies	964.51
03/23	03/27/2023	36326	Kimball Midwest	100840475	01-47-5210	Supplies	239.59
Total 36326:							1,204.10
03/23	03/27/2023	36327	Krische Construction, Inc	21086 18	09-50-5511	Mead Public Works	60,559.08
03/23	03/27/2023	36327	Krische Construction, Inc	21086 18	09-02-2005	Mead Public Works	3,027.95-
Total 36327:							57,531.13
03/23	03/27/2023	36328	Lighthouse Storage	03.03.2023	01-02-2308	Temp Use Deposit Refund	500.00
Total 36328:							500.00
03/23	03/27/2023	36329	MAC EQUIPMENT INC	425349	04-44-5364	PW07	551.83
03/23	03/27/2023	36329	MAC EQUIPMENT INC	425350	01-45-5215	Snow Removal	83.00
03/23	03/27/2023	36329	MAC EQUIPMENT INC	425666	04-44-5364	Plow Controller (correct one)	338.00
03/23	03/27/2023	36329	MAC EQUIPMENT INC	425668	04-44-5364	Return - Controller (See inv # 425666)	541.40-
03/23	03/27/2023	36329	MAC EQUIPMENT INC	425952	04-44-5364	Body controller - handheld portion	681.36
Total 36329:							1,112.79
03/23	03/27/2023	36330	MAIN STREET MAT COMPANY	158932	01-47-5210	Mat svs - PW	97.30
03/23	03/27/2023	36330	MAIN STREET MAT COMPANY	161050	01-40-5210	Mat svs - TH	65.50
03/23	03/27/2023	36330	MAIN STREET MAT COMPANY	161055	01-47-5210	Mat svs - PW	97.30
Total 36330:							260.10
03/23	03/27/2023	36331	MEAD AREA CHAMBER OF CO	MACC - 2023	01-41-5347	Contribution for 2023	10,000.00
Total 36331:							10,000.00
03/23	03/27/2023	36332	Megan Lawless	03142023	01-02-2308	Rental Deposit Refund - Founders Park	50.00
Total 36332:							50.00
03/23	03/27/2023	36333	MICHOW COX & MCASKIN LLP	Febuary 202	01-40-5400	Legal Services - Feb	15,461.25

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
03/23	03/27/2023	36333	MICHOW COX & MCASKIN LLP	February 202	06-40-5400	Legal Services - Feb	813.75
03/23	03/27/2023	36333	MICHOW COX & MCASKIN LLP	Mead.Feb20	01-02-2615	Turion South (277)	1,984.75
03/23	03/27/2023	36333	MICHOW COX & MCASKIN LLP	Mead.Feb20	01-02-2615	Buffalo Highlands (321)	1,532.25
03/23	03/27/2023	36333	MICHOW COX & MCASKIN LLP	Mead.Feb20	01-02-2615	Sugar Beet Solar (323)	1,677.50
03/23	03/27/2023	36333	MICHOW COX & MCASKIN LLP	Mead.Feb20	01-02-2615	17790 CR 7 (Shiers) Annex (327)	1,558.25
03/23	03/27/2023	36333	MICHOW COX & MCASKIN LLP	Mead.Feb20	01-02-2615	Liberty Ranch (320)	397.50
03/23	03/27/2023	36333	MICHOW COX & MCASKIN LLP	Mead.Feb20	01-02-2615	Meadow Ridge (297)	2,411.50
03/23	03/27/2023	36333	MICHOW COX & MCASKIN LLP	Mead.Feb20	01-02-2615	AMK Annexation (326)	1,104.50
03/23	03/27/2023	36333	MICHOW COX & MCASKIN LLP	Mead.Feb20	01-02-2615	Rangeview (270)	320.00
03/23	03/27/2023	36333	MICHOW COX & MCASKIN LLP	Mead.Feb20	01-02-2615	Sorrento (263)	2,120.00
03/23	03/27/2023	36333	MICHOW COX & MCASKIN LLP	Mead.Feb20	01-02-2615	Club Car Wash (329)	768.50
03/23	03/27/2023	36333	MICHOW COX & MCASKIN LLP	Mead.Feb20	01-02-2615	QuickTrip (294)	110.00
03/23	03/27/2023	36333	MICHOW COX & MCASKIN LLP	Mead.Feb20	01-02-2615	ATT Cell Tower (331)	1,510.50
03/23	03/27/2023	36333	MICHOW COX & MCASKIN LLP	Mead.Feb20	01-02-2615	Highland Drive Ext.	636.00
03/23	03/27/2023	36333	MICHOW COX & MCASKIN LLP	Mead.Feb20	01-02-2615	Postle (292)	27.50
03/23	03/27/2023	36333	MICHOW COX & MCASKIN LLP	Mead.Feb20	01-40-5400	Mileage Reimbursement	64.85
03/23	03/27/2023	36333	MICHOW COX & MCASKIN LLP	Mead.Feb20	06-40-5400	Mileage Reimbursement	64.85
03/23	03/27/2023	36333	MICHOW COX & MCASKIN LLP	Mead.Feb20	01-40-5400	Litigation (disconnection action)	990.00
Total 36333:							33,553.45
03/23	03/27/2023	36334	Minuteman Press	6702	01-42-5075	Business Cards - BS & MM	112.62
03/23	03/27/2023	36334	Minuteman Press	6702	01-43-5075	Business Cards - KEC	53.54
03/23	03/27/2023	36334	Minuteman Press	6745	01-42-5075	Brochures & Bus Cards - BN	168.28
Total 36334:							334.44
03/23	03/27/2023	36335	MJT Communications	13769	01-40-5401	Computer Consulting- Apr	1,100.00
03/23	03/27/2023	36335	MJT Communications	13769	06-40-5401	Computer Consulting- Apr	137.50
03/23	03/27/2023	36335	MJT Communications	13769	20-40-5401	Computer Consulting- Apr	137.50
03/23	03/27/2023	36335	MJT Communications	13781	01-40-5401	Annual Software	1,906.40
03/23	03/27/2023	36335	MJT Communications	13781	06-40-5401	Annual Software	238.30
03/23	03/27/2023	36335	MJT Communications	13781	20-40-5401	Annual Software	238.30
Total 36335:							3,758.00
03/23	03/27/2023	36336	NAPA AUTO PARTS	161973	04-44-5216	PW01	81.35
03/23	03/27/2023	36336	NAPA AUTO PARTS	161976	01-47-5216	E02	52.80
03/23	03/27/2023	36336	NAPA AUTO PARTS	162541	01-47-5210	Shop Supplies	218.48
03/23	03/27/2023	36336	NAPA AUTO PARTS	165632	04-44-5216	PW02	205.25
Total 36336:							557.88
03/23	03/27/2023	36337	NEXTRUST INC.	347658	06-40-5205	Sewer Bills - ID 111149	391.77
03/23	03/27/2023	36337	NEXTRUST INC.	347658	06-40-5410	Sewer Bills - ID 111149	205.37
Total 36337:							597.14
03/23	03/27/2023	36338	Otak, Inc	32300060	14-40-5565	Proj #020596.A00 - SH66 Ped Crossing (	3,801.19
Total 36338:							3,801.19
03/23	03/27/2023	36339	Parker Tree Service	PARKER TR	01-02-2308	Home Occ. Deposit Refund	100.00
Total 36339:							100.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
03/23	03/27/2023	36340	PINNACOL ASSURANCE	21220809	01-02-2312	Installment	10,811.14
03/23	03/27/2023	36340	PINNACOL ASSURANCE	21220809	06-02-2312	Installment	397.93
03/23	03/27/2023	36340	PINNACOL ASSURANCE	21220809	20-02-2312	Installment	135.93
Total 36340:							11,345.00
03/23	03/27/2023	36341	POWER EQUIPMENT COMPANY	RSA008172-	04-44-5369	Equipment Rental	887.90
03/23	03/27/2023	36341	POWER EQUIPMENT COMPANY	RSA008172-	04-44-5369	Equipment Rental - Fuel Refund (See R	68.95-
Total 36341:							818.95
03/23	03/27/2023	36342	Prairie Mountian Media	340694	01-41-5340	Published Notices - Feb	192.35
03/23	03/27/2023	36342	Prairie Mountian Media	340694	01-02-2615	Published Notices - 327	529.97
Total 36342:							722.32
03/23	03/27/2023	36343	Professional Management System	84755	01-40-5401	Feb 2023 Consulting	4,992.00
03/23	03/27/2023	36343	Professional Management System	84755	06-40-5401	Feb 2023 Consulting	624.00
03/23	03/27/2023	36343	Professional Management System	84755	20-40-5401	Feb 2023 Consulting	624.00
Total 36343:							6,240.00
03/23	03/27/2023	36344	RAMEY ENVIRONMENTAL COM	25355	06-47-5391	Lab Services - Testing	304.32
Total 36344:							304.32
03/23	03/27/2023	36345	Rocky Mountain Vacation Homes	ROCKY MTN	01-02-2308	Home Occ. Deposit Refund	100.00
Total 36345:							100.00
03/23	03/27/2023	36346	Roof Source LLC	ROOF SOUR	01-02-2308	Home Occ. Deposit Refund	100.00
Total 36346:							100.00
03/23	03/27/2023	36347	Saela Pest Control	82054	01-47-5215	Pest Control	149.00
Total 36347:							149.00
03/23	03/27/2023	36348	Safebuilt	0096728-IN	01-43-5460	Plan Review/ Permit Inspection - Feb	22,196.39
Total 36348:							22,196.39
03/23	03/27/2023	36349	Soloman Trucking LLC	SOLOMAN -	01-02-2308	Home Occ. Deposit Refund	100.00
Total 36349:							100.00
03/23	03/27/2023	36350	Stericylce Inc	8001524596	01-41-5700	3000348181 - Town of Mead - purge	93.00
03/23	03/27/2023	36350	Stericylce Inc	8003093901	01-47-5700	3000348181 - Town of Mead purge	111.00
Total 36350:							204.00
03/23	03/27/2023	36351	STERLING TALENT SOLUTIONS	9304706	01-43-5075	Background Checks - KE-C	65.26
03/23	03/27/2023	36351	STERLING TALENT SOLUTIONS	9304706	01-49-5075	Background Checks - AC, EF, ML, MS	202.94
Total 36351:							268.20

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
03/23	03/27/2023	36352	SUNRISE ENVIRONMENTAL SCI	136918	04-44-5364	Ban Ice	1,201.07
Total 36352:							1,201.07
03/23	03/27/2023	36353	SUPPLY IRRIGATING DITCH CO	8244	01-40-5353	Special Assessment - x4	413.50
Total 36353:							413.50
03/23	03/27/2023	36354	Sze Lin Lie	SZE 031423	01-02-2308	Rental Deposit Refund - Liberty Ranch P	50.00
Total 36354:							50.00
03/23	03/27/2023	36355	Tradesman Elevator	10799	01-40-5215	TH Elev Maint - Feb 2023	180.25
03/23	03/27/2023	36355	Tradesman Elevator	10812	01-40-5215	TH Elevator Maint - March 2023	180.25
Total 36355:							360.50
03/23	03/27/2023	36356	University Auto Parts, Inc	260036	04-44-5216	Equip Winch	131.07
03/23	03/27/2023	36356	University Auto Parts, Inc	261682	04-44-5216	Parts/Supplies	257.98
Total 36356:							389.05
03/23	03/27/2023	36357	US Bank Voyager Fleet Systems	8694028342	01-40-5253	Fuel	79.74
03/23	03/27/2023	36357	US Bank Voyager Fleet Systems	8694028342	01-42-5253	Fuel	3,054.11
03/23	03/27/2023	36357	US Bank Voyager Fleet Systems	8694028342	04-44-5253	Fuel	2,372.80
03/23	03/27/2023	36357	US Bank Voyager Fleet Systems	8694028342	01-45-5253	Fuel	806.49
03/23	03/27/2023	36357	US Bank Voyager Fleet Systems	8694028342	01-47-5253	Fuel	356.77
03/23	03/27/2023	36357	US Bank Voyager Fleet Systems	8694028342	06-47-5253	Fuel	806.49
Total 36357:							7,476.40
03/23	03/27/2023	36358	Utility Notification Center of Color	223020822	06-47-5392	Line locates - Feb 2023	406.35
Total 36358:							406.35
03/23	03/27/2023	36359	VECCHI & ASSOCIATES LLC	3167	01-43-5410	Planning Consultant	337.50
03/23	03/27/2023	36359	VECCHI & ASSOCIATES LLC	3167-A	01-02-2615	Meadow Ridge (297)	2,426.25
03/23	03/27/2023	36359	VECCHI & ASSOCIATES LLC	3167-C	01-02-2615	AMK Annexation (326)	2,205.00
03/23	03/27/2023	36359	VECCHI & ASSOCIATES LLC	3167-D	01-02-2615	Buffalo Highlands (321)	261.25
03/23	03/27/2023	36359	VECCHI & ASSOCIATES LLC	3167-E	01-02-2615	Hylandtown (283)	65.00
Total 36359:							5,295.00
03/23	03/27/2023	36360	WHITE BEAR ANKELE TANAKA	26809	20-40-5400	MURA Legal	671.38
Total 36360:							671.38
03/23	03/27/2023	36361	WORKWELL OCCUPATIONAL M	731887	01-47-5075	Drug Screening (TF)	67.50
03/23	03/27/2023	36361	WORKWELL OCCUPATIONAL M	732790	01-49-5075	New Hire - JR	36.00
Total 36361:							103.50
03/23	03/14/2023	31423100	TRACTOR SUPPLY CREDIT PLA	9125 2.17.23	04-44-5255	9846477554 - P.P.E	314.96
03/23	03/14/2023	31423100	TRACTOR SUPPLY CREDIT PLA	9125 2.17.23	04-44-5364	9846718551 - PW07 Sweeper Repair	131.93
03/23	03/14/2023	31423100	TRACTOR SUPPLY CREDIT PLA	9125 2.17.23	04-44-5364	9846966249 - Parts/Tools	192.94

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 31423100:							639.83
03/23	03/21/2023	32123100	CENTURY LINK	4018 030123	01-40-5300	Elevator Line	79.37
Total 32123100:							79.37
03/23	03/21/2023	32123101	Loveland Pulse	007777 - MA	09-50-5511	PW Facility	115,341.65
Total 32123101:							115,341.65
03/23	03/21/2023	32123102	SAMSClub	4230 FEB 20	01-40-5200	Order #10036873441 - supplies	81.82
03/23	03/21/2023	32123102	SAMSClub	4230 FEB 20	01-42-5201	Order #10036873441 - Monitor	599.92
03/23	03/21/2023	32123102	SAMSClub	4230 FEB 20	01-42-5201	P9280001401LA69D4 - Monitor	399.92
03/23	03/21/2023	32123102	SAMSClub	4230 FEB 20	01-42-5700	P9280001D010LD12J - SRO	20.98
03/23	03/21/2023	32123102	SAMSClub	4230 FEB 20	01-47-5700	P9280001D010LD12J - Eng	20.98
03/23	03/21/2023	32123102	SAMSClub	4230 FEB 20	01-40-5200	P9280001P0127VATV - Supplies	10.86
03/23	03/21/2023	32123102	SAMSClub	4230 FEB 20	01-42-5200	P9280001P0127VATV - Supplies	2.58
03/23	03/21/2023	32123102	SAMSClub	4230 FEB 20	01-42-5201	P9280001W012EQ3MS - Monitor return	599.92-
03/23	03/21/2023	32123102	SAMSClub	4230 FEB 20	01-42-5200	P9280001P01LTSPV - Supplies	46.22
03/23	03/21/2023	32123102	SAMSClub	4230 FEB 20	01-40-5200	P9280001P01LTSPV - Supplies	48.22
03/23	03/21/2023	32123102	SAMSClub	4230 FEB 20	01-40-5210	P9280001P01LTSPV - Supplies	13.78
03/23	03/21/2023	32123102	SAMSClub	4230 FEB 20	01-40-5700	Int Charge prev cycle - return	4.41-
Total 32123102:							640.95
03/23	03/21/2023	32123103	UNITED POWER	12650701 3/	01-45-5305	Booster Pump Founders 2/2023	20.00
03/23	03/21/2023	32123103	UNITED POWER	12952800 3/	01-45-5305	Mead Ponds 2/2023	20.00
03/23	03/21/2023	32123103	UNITED POWER	14305100 3/	06-47-5305	WWTP 2/2023	4,464.52
03/23	03/21/2023	32123103	UNITED POWER	16836300 3/	01-45-5305	Park Sprinkler Liberty 2/2023	22.86
03/23	03/21/2023	32123103	UNITED POWER	16909300 3/	01-45-5305	Feather Ridge 2/2023	20.00
03/23	03/21/2023	32123103	UNITED POWER	17159100 3/	01-45-5305	Sprinkler Clock Dtn 2/2023	20.02
03/23	03/21/2023	32123103	UNITED POWER	17618300 3/	01-40-5305	Town Hall 2/2023	416.87
03/23	03/21/2023	32123103	UNITED POWER	17770000 3/	01-45-5305	Gazebo 2/2023	39.16
03/23	03/21/2023	32123103	UNITED POWER	18949400 3/	01-42-5305	Modular PD 2/2023	560.73
03/23	03/21/2023	32123103	UNITED POWER	21881700 3/	01-47-5305	1341 CR 342/2023	739.43
03/23	03/21/2023	32123103	UNITED POWER	6753101 3/3/	01-45-5305	Irrig Sprinkler N Creek 2/2023	20.00
03/23	03/21/2023	32123103	UNITED POWER	7490500 3/3/	06-47-5305	Pump lake Thomas 2/2023	20.00
03/23	03/21/2023	32123103	UNITED POWER	83701 3/3/20	04-44-5305	Shop 2/2023	126.95
03/23	03/21/2023	32123103	UNITED POWER	96302 3/3/20	06-47-5305	WWTP Lagoon 2/2023	36.81
Total 32123103:							6,527.35
03/23	03/27/2023	32723100	Fusion Cloud Company	9656069	01-40-5300	Phone Bill	305.09
Total 32723100:							305.09
03/23	03/22/2023	32723101	Pitney Bowes Global Financial Se	010223	01-40-5205	Postage - Jan	600.00- V
03/23	03/27/2023	32723101	Pitney Bowes Global Financial Se	010223	01-40-5205	Postage - Jan	600.00
03/23	03/22/2023	32723101	Pitney Bowes Global Financial Se	030223	01-40-5205	Postage - March	600.00- V
03/23	03/27/2023	32723101	Pitney Bowes Global Financial Se	030223	01-40-5205	Postage - March	600.00
03/23	03/22/2023	32723101	Pitney Bowes Global Financial Se	123022	01-40-5205	Postage	600.00- V
03/23	03/27/2023	32723101	Pitney Bowes Global Financial Se	123022	01-40-5205	Postage	600.00
Total 32723101:							.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
03/23	03/27/2023	32723102	VERIZON WIRELESS	9929526974	01-40-5300	Wireless bill	40.01
03/23	03/27/2023	32723102	VERIZON WIRELESS	9929526974	01-43-5300	Wireless bill	11.25
03/23	03/27/2023	32723102	VERIZON WIRELESS	9929526974	01-47-5300	Wireless bill	160.04
03/23	03/27/2023	32723102	VERIZON WIRELESS	9929526974	01-48-5300	Wireless bill	35.94-
03/23	03/27/2023	32723102	VERIZON WIRELESS	9929526974	04-44-5300	Wireless bill	20.48
03/23	03/27/2023	32723102	VERIZON WIRELESS	9929526974	06-40-5300	Wireless bill	40.01
03/23	03/27/2023	32723102	VERIZON WIRELESS	9929526975	01-42-5300	Wireless bill	1,077.19
Total 32723102:							1,313.04
Grand Totals:							397,054.64

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-02-2000	2,440.27	118,747.18-	116,306.91-
01-02-2308	1,900.00	.00	1,900.00
01-02-2312	10,811.14	.00	10,811.14
01-02-2615	22,216.22	.00	22,216.22
01-40-5200	196.87	.00	196.87
01-40-5203	121.50	.00	121.50
01-40-5205	1,800.00	1,800.00-	.00
01-40-5210	79.28	.00	79.28
01-40-5215	360.50	.00	360.50
01-40-5253	79.74	.00	79.74
01-40-5300	424.47	.00	424.47
01-40-5305	416.87	.00	416.87
01-40-5315	195.17	.00	195.17
01-40-5330	700.00	.00	700.00
01-40-5353	413.50	.00	413.50
01-40-5399	816.20	.00	816.20
01-40-5400	16,516.10	.00	16,516.10
01-40-5401	7,998.40	.00	7,998.40
01-40-5700	.00	4.41-	4.41-
01-41-5210	19.99	.00	19.99
01-41-5340	192.35	.00	192.35
01-41-5347	10,000.00	.00	10,000.00
01-41-5700	93.00	.00	93.00
01-42-5075	280.90	.00	280.90
01-42-5200	48.80	.00	48.80
01-42-5201	999.84	599.92-	399.92
01-42-5210	432.94	.00	432.94
01-42-5216	277.50	.00	277.50
01-42-5253	3,054.11	.00	3,054.11
01-42-5255	726.00	.00	726.00
01-42-5300	1,077.19	.00	1,077.19
01-42-5305	560.73	.00	560.73
01-42-5315	151.77	.00	151.77
01-42-5330	221.56	.00	221.56
01-42-5700	20.98	.00	20.98
01-43-5075	118.80	.00	118.80
01-43-5300	11.25	.00	11.25
01-43-5410	337.50	.00	337.50

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
01-43-5460	22,196.39	.00	22,196.39
01-45-5215	83.00	.00	83.00
01-45-5253	806.49	.00	806.49
01-45-5305	162.04	.00	162.04
01-45-5370	3,125.00	.00	3,125.00
01-47-5075	67.50	.00	67.50
01-47-5200	42.76	.00	42.76
01-47-5210	1,653.25	.00	1,653.25
01-47-5215	149.00	.00	149.00
01-47-5216	52.80	.00	52.80
01-47-5253	356.77	.00	356.77
01-47-5300	160.04	.00	160.04
01-47-5305	739.43	.00	739.43
01-47-5315	86.05	.00	86.05
01-47-5405	1,710.00	.00	1,710.00
01-47-5700	131.98	.00	131.98
01-48-5235	136.20	.00	136.20
01-48-5300	.00	35.94-	35.94-
01-48-5399	148.40	.00	148.40
01-48-5455	2,040.00	.00	2,040.00
01-49-5075	238.94	.00	238.94
01-49-5201	44.98	.00	44.98
01-49-5260	159.99	.00	159.99
01-49-5265	232.00	.00	232.00
01-49-5331	553.00	.00	553.00
04-02-2000	610.35	25,422.15-	24,811.80-
04-44-5216	675.65	.00	675.65
04-44-5253	2,372.80	.00	2,372.80
04-44-5255	314.96	.00	314.96
04-44-5300	20.48	.00	20.48
04-44-5305	126.95	.00	126.95
04-44-5360	3,942.00	.00	3,942.00
04-44-5364	15,197.50	541.40-	14,656.10
04-44-5369	887.90	68.95-	818.95
04-44-5405	1,883.91	.00	1,883.91
06-02-2000	.00	13,558.25-	13,558.25-
06-02-2312	397.93	.00	397.93
06-40-5205	391.77	.00	391.77
06-40-5300	40.01	.00	40.01
06-40-5399	519.40	.00	519.40
06-40-5400	878.60	.00	878.60
06-40-5401	999.80	.00	999.80
06-40-5410	205.37	.00	205.37
06-47-5231	4,086.88	.00	4,086.88
06-47-5253	806.49	.00	806.49
06-47-5305	4,521.33	.00	4,521.33
06-47-5391	304.32	.00	304.32
06-47-5392	406.35	.00	406.35
09-02-2000	3,027.95	199,643.28-	196,615.33-
09-02-2005	.00	3,027.95-	3,027.95-
09-50-5500	1,435.00	.00	1,435.00
09-50-5511	177,277.73	.00	177,277.73
09-51-5500	20,930.55	.00	20,930.55
14-02-2000	.00	27,134.94-	27,134.94-
14-40-5500	23,333.75	.00	23,333.75
14-40-5565	3,801.19	.00	3,801.19
18-02-2000	.00	16,820.30-	16,820.30-

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
18-02-2005	16,820.30	.00	16,820.30
20-02-2000	.00	1,807.11-	1,807.11-
20-02-2312	135.93	.00	135.93
20-40-5400	671.38	.00	671.38
20-40-5401	999.80	.00	999.80
Grand Totals:	409,211.78	409,211.78-	.00

Report Criteria:

Report type: GL detail



Agenda Item Summary

MEETING DATE: March 27, 2023

SUBJECT: **Resolution No. 23-R-2023** – A Resolution of the Town of Mead, Colorado, Approving 2023 Extension of the Agreement for Professional Services with National Power Rodding Corporation for Sanitary Sewer and Culvert Cleaning and Inspection Services

PRESENTED BY: Robyn Brown, Deputy Town Engineer

SUMMARY

The Town desires to extend the term of the current service agreement with National Power Rodding Corporation (the “Contractor”) to perform sanitary sewer and culvert cleaning and inspection services in 2023. The Town and Contractor entered into an Agreement for Professional Services on September 27, 2021, which was extended for calendar year 2022 (the “Prior Agreement”).

The Contractor has been performing these services satisfactorily to date, is familiar with Town standards and processes and has historical knowledge and understanding of the Town’s facilities and operations.

Resolution No. 23-R-2023: (a) approves an extension of the term of the Prior Agreement through December 31, 2023; (b) approves a not-to-exceed compensation amount as set forth below; and (c) authorizes the Mayor to execute an extension of the Prior Agreement for calendar year 2023 reflecting the extension of the term and adjusted not-to-exceed compensation amount for calendar year 2023 (the “2023 Extension”)

FINANCIAL CONSIDERATIONS

Town Staff is recommending the following not-to-exceed compensation amount for the 2023 Extension:

Contractor	Services	NTE Compensation for 2023
National Power Rodding	Sanitary Sewer and Culvert Cleaning and Inspection	\$100,000.00

Funds have been appropriated in the approved 2023 Budget to cover the proposed NTE compensation amount set forth below, specifically budget line item nos. 04-44-5633 (repair & maintenance – drainage system) and 06-47-5394 (sewer line flushing).

STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the March 27, 2023, consent agenda will approve this item. If the resolution is removed from the consent agenda, the suggested motion is:

“I move to adopt Resolution No. 23-R-2023, a Resolution of the Town of Mead approving the 2023 Extension of the Agreement for Professional Services with National Power Rodding Corporation for Sanitary Sewer and Culvert Cleaning and Inspection Services for an Amount Not to Exceed \$100,000.00.”

ATTACHMENTS

Resolution No. 23-R-2023
2023 Extension
2023 Rates (attached as Attachment 1 to 2023 Extension)

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 23-R-2023**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO APPROVING THE 2023
EXTENSION OF THE AGREEMENT FOR PROFESSIONAL SERVICES WITH
NATIONAL POWER RODDING CORPORATION FOR SANITARY SEWER AND
CULVERT CLEANING AND INSPECTION SERVICES**

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

WHEREAS, the Town previously entered into an Agreement for Professional Services with National Power Rodding Corporation (the “Contractor”) to perform certain sanitary sewer and culvert cleaning and inspection services within the Town (the “Prior Agreement”); and

WHEREAS, based on the satisfactory performance of the Contractor and the ongoing need for the above-described services, the Town desires to extend the term of the Prior Agreement through December 31, 2023 for the specific not-to-exceed (“NTE”) compensation amount set forth below in Section 1 of this Resolution.

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

Section 1. The Board of Trustees hereby: (a) approves an extension of the term of the Prior Agreement through December 31, 2023; (b) approves NTE compensation amount as set forth in the table below; and (c) authorizes the Mayor to execute a written amendment or extension to the Prior Agreement reflecting the extension of the term and adjusted compensation amount for calendar year 2023.

	<u>Services</u>	<u>NTE Compensation for 2023</u>
<u>National Power Rodding Corporation</u>	Sanitary sewer and culvert cleaning and inspection services	\$100,000.00

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 27TH DAY OF MARCH, 2023.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

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

Project/Services Name: **Sanitary Sewer and Culvert Cleaning and Inspection**

THIS AGREEMENT FOR PROFESSIONAL SERVICES 2023 EXTENSION (“2023 Extension”) extends the term of that certain Agreement for Professional Services entered into by and between **National Power Rodding Corporation**, an Illinois corporation with a principal office address of 2500 W. Arthington Street, Chicago, Illinois 60612 (the “Contractor”) and the **TOWN OF MEAD**, a municipal corporation of the State of Colorado (the “Town”), collectively referred to herein as the “Parties.”

RECITALS AND REPRESENTATIONS

WHEREAS, the Contractor and the Town entered into that certain Agreement for Professional Services (“Agreement”), pursuant to which the Town receives certain sanitary sewer and culvert cleaning and inspection services; and

WHEREAS, Section II.A. of the Agreement contemplates that the term of the Agreement may be extended by written agreement of the Parties; and

WHEREAS, the Town desires to extend the Agreement for calendar year 2023, such that the term thereof shall expire December 31, 2023; and

WHEREAS, the Parties desire to set forth the annual not to exceed amount for calendar year 2023 in this 2023 Extension.

NOW, THEREFORE, the Parties agree as follows:

1.0 EXTENSION OF TERM. The Agreement shall be extended to terminate on December 31, 2023, unless further extended or terminated in accordance with its terms.

2.0 SERVICES CONTINUING. During the term of this 2023 Extension, the Contractor shall continue to furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A** to the Agreement. The Town and Contractor will agree on the sanitary sewer and culvert cleaning and inspection map (and total length of pipe to be cleaned) prior to the Contractor commencing services in 2023.

3.0 2023 FEES AND CHARGES. For 2023, fees shall be the same as set forth in Attachment 1 attached hereto. Attachment 1 shall supersede and replace **Exhibit B** of the Agreement. Contractor agrees to provide the Town Representative with updated certificates of insurance (as required by Section VII.A. of the Agreement) within thirty (30) calendar days of the mutual execution of this 2023 Extension.

4.0 SECTION II.A. OF AGREEMENT AMENDED. Section II.A. of the Agreement shall be amended to read in its entirety as follows:

- A. Term. This Agreement shall commence on the date of mutual execution of the Parties (“Effective Date”) and shall continue until **December 31, 2023** or until terminated as provided herein (“Termination Date”). The Parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriation.

5.0 ANNUAL NOT TO EXCEED AMOUNT (2023). The second sentence of Section IV.A. of the Agreement shall be amended as follows:

- A. Not-to-Exceed Amount. . . . Compensation to be paid hereunder shall not exceed **one hundred thousand dollars (\$100,000.00)** (“Not-to-Exceed Amount”) unless a larger amount is agreed to by and between the Parties in accordance with the amendment requirements of this Agreement. *[Balance of Section IV.A. of Agreement unchanged]*

6.0 ARTICLE IX OF AGREEMENT AMENDED. Article IX of the Agreement shall be deleted and amended to read in its entirety as follows:

IX. [RESERVED].

7.0 NO FURTHER AMENDMENTS. No other terms or conditions of the Agreement are amended hereby.

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

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

Date: _____

CONTRACTOR:

National Power Rodding Corporation, an
Illinois corporation

By: _____

Name: _____

Title: _____

Date: _____, 202__

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

Project/Services Name: **Sanitary Sewer and Culvert Cleaning and Inspection**

THIS AGREEMENT FOR PROFESSIONAL SERVICES 2023 EXTENSION ("2023 Extension") extends the term of that certain Agreement for Professional Services entered into by and between **National Power Rodding Corporation**, an Illinois corporation with a principal office address of 2500 W. Arthington Street, Chicago, Illinois 60612 (the "Contractor") and the **TOWN OF MEAD**, a municipal corporation of the State of Colorado (the "Town"), collectively referred to herein as the "Parties."

RECITALS AND REPRESENTATIONS

WHEREAS, the Contractor and the Town entered into that certain Agreement for Professional Services ("Agreement"), pursuant to which the Town receives certain sanitary sewer and culvert cleaning and inspection services; and

WHEREAS, Section II.A. of the Agreement contemplates that the term of the Agreement may be extended by written agreement of the Parties; and

WHEREAS, the Town desires to extend the Agreement for calendar year 2023, such that the term thereof shall expire December 31, 2023; and

WHEREAS, the Parties desire to set forth the annual not to exceed amount for calendar year 2023 in this 2023 Extension.

NOW, THEREFORE, the Parties agree as follows:

1.0 EXTENSION OF TERM. The Agreement shall be extended to terminate on December 31, 2023, unless further extended or terminated in accordance with its terms.

2.0 SERVICES CONTINUING. During the term of this 2023 Extension, the Contractor shall continue to furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A** to the Agreement. The Town and Contractor will agree on the sanitary sewer and culvert cleaning and inspection map (and total length of pipe to be cleaned) prior to the Contractor commencing services in 2023.

3.0 2023 FEES AND CHARGES. For 2023, fees shall be the same as set forth in Attachment 1 attached hereto. Attachment 1 shall supersede and replace **Exhibit B** of the Agreement. Contractor agrees to provide the Town Representative with updated certificates of insurance (as required by Section VII.A. of the Agreement) within thirty (30) calendar days of the mutual execution of this 2023 Extension.

4.0 SECTION II.A. OF AGREEMENT AMENDED. Section II.A. of the Agreement shall be amended to read in its entirety as follows:

- A. Term. This Agreement shall commence on the date of mutual execution of the Parties ("Effective Date") and shall continue until **December 31, 2023** or until terminated as provided herein ("Termination Date"). The Parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriation.

5.0 ANNUAL NOT TO EXCEED AMOUNT (2023). The second sentence of Section IV.A. of the Agreement shall be amended as follows:

- A. Not-to-Exceed Amount. . . . Compensation to be paid hereunder shall not exceed **one hundred thousand dollars (\$100,000.00)** ("Not-to-Exceed Amount") unless a larger amount is agreed to by and between the Parties in accordance with the amendment requirements of this Agreement. *[Balance of Section IV.A. of Agreement unchanged]*

6.0 ARTICLE IX OF AGREEMENT AMENDED. Article IX of the Agreement shall be deleted and amended to read in its entirety as follows:

IX. [RESERVED].

7.0 NO FURTHER AMENDMENTS. No other terms or conditions of the Agreement are amended hereby.

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

TOWN OF MEAD, COLORADO

By: _____
Colleen G. Whitlow, Mayor

Date: _____, 202__

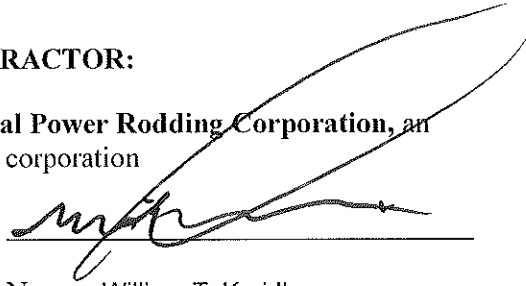
ATTEST:

Mary E. Strutt, MMC, Town Clerk

CONTRACTOR:

**National Power Rodding Corporation, an
Illinois corporation**

By:



Name: William T. Kreidler

Title: President

Date: March 20, 2023

Attachment I

CONTRACTOR 2023 COMPENSATION

Town of Mead
SANITARY SEWER & CULVERT CLEANING AND INSPECTION
IFB 2021-010 *



**updated rates for 2023 contract renewal, based upon 2023 proposed linear footages*
SANITARY SEWER & CULVERT FLUSHING / CLEANING BID SCHEDULES

Normal Sanitary Sewer Cleaning	Unit	Estimated Quantity	Unit Price	Amount
6" -8"	LF	13,038	\$ 1.75	
10" - 12"	LF	86	\$ 1.75	
15" - 24"	LF	7,774	\$ 1.75	
Manhole Inspection	EA	66	\$ 50.00	
Heavy Sanitary Sewer Cleaning (in addition to the normal cleaning)	Unit	Estimated Quantity	Unit Price	Amount
6" -8"	LF	652	\$ 0.25	
10" - 12"	LF	4	\$ 0.25	
15" - 24"	LF	389	\$ 0.25	
Root Cutting - All Sewer Lines	LF	209	\$ 0.50	
Storm Sewer / Culvert Cleaning	Unit	Estimated Quantity	Unit Price	Amount
12" - 18"	LF	250	\$ 6.00	
24" - 30"	LF	400	\$ 8.00	

SANITARY SEWER CCTV BID SCHEDULE

Sanitary Sewer CCTV	Unit	Estimated Quantity	Unit Price	Amount
6" -8"	LF	13,038	\$ 2.25	
10" - 12"	LF	86	\$ 2.25	
15" - 24"	LF	7,774	\$ 2.25	

TOTAL BID AMOUNT				
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Agenda Item Summary

MEETING DATE: March 27, 2023

SUBJECT: **Resolution No. 24-R-2023** - A Resolution of the Town of Mead, Colorado, Approving an Agreement for Professional Services with Next Step Communications, LLC for Installation of the Audio, Video and Microphone Systems for the Courtroom Remodel Project at Town Hall

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

SUMMARY

Next Step Communications, LLC (“Next Step”) provides the Town with audio/video systems for Town Hall, Police, and Public Works facilities. This includes providing equipment, wiring, and service on that equipment. Next Step also provides materials, labor, and testing of data cabling, new wire installation for audio/video/data, and phone infrastructure for building modifications, replacements, or new employees. Based on Next Step’s excellent performance and familiarity with the Town facilities and ongoing service needs, the Town proposes to utilize Next Step for installation of the new Courtroom audio/video, and microphone system.

The Town is not required to issue a request for proposals for services when only one firm is in a better position to provide the services or supplies required by the Town. Next Step is in the best position to provide the services described above, and a sole source justification memo for Next Step’s services is attached for review in accordance with the Town’s purchasing policy.

FINANCIAL CONSIDERATIONS

The proposed contract totals \$93,604.12 and includes procurement and installation of the necessary cabling and hardware. This is an anticipated budgeted item in the overall Courtroom remodel budget.

STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the consent agenda for March 27, 2023, will approve this item. If the resolution is removed from the consent agenda, the suggested motion is:

Suggested Motion:

“I move to adopt Resolution No. 24-R-2023, A Resolution of the Town of Mead, Colorado, Approving an Agreement for Professional Services with Next Step Communications, LLC for Installation of the Audio, Video and Microphone Systems for the Courtroom Remodel Project at Town Hall in the not-to-exceed amount of \$93,604.12.”

ATTACHMENTS

Resolution No. 24-R-2023
Agreement for Professional Services (Next Step Communications, LLC) – Exhibit 1 to Resolution
Sole Source Justification Memo

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 24- R-2023**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING AN
AGREEMENT FOR PROFESSIONAL SERVICES WITH NEXT STEP
COMMUNICATIONS, LLC FOR INSTALLATION OF AUDIO, VIDEO AND
MICROPHONE SYSTEMS FOR THE COURTROOM REMODEL PROJECT AT
TOWN HALL**

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, Next Step Communications, LLC, a Colorado limited liability company (“Contractor”), provides the Town with phone/data/AV services and equipment at several Town facilities, including Town Hall, and has submitted detailed proposals to the Town related to the installation of audio, video and microphone systems, including acquiring the necessary equipment, and related services for the courtroom remodel project at Town Hall (“Services”); and

WHEREAS, the Board of Trustees desires to approve an Agreement for Professional Services with Contractor in an amount not to exceed ninety-three thousand six hundred four dollars and twelve cents (\$93,604.12) in substantially the form attached to this Resolution as **Exhibit 1** (the “Agreement”) in order to authorize Contractor to provide the Services; and

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

NOW THEREFORE, BE IT RESOLVED by 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 Town Manager 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 27TH DAY OF MARCH 2023.

ATTEST:

TOWN OF MEAD:

By _____
Mary E. Strutt, MMC, Town Clerk

By _____
Colleen G. Whitlow, Mayor

Attachments to Resolution:

Exhibit 1 - Agreement for Professional Services (Next Step Communications, LLC)

Town of Mead, Colorado
AGREEMENT FOR PROFESSIONAL SERVICES

Project/Services Name: Mead Town Hall Meeting Room Renovation

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into by and between the Town of Mead, a municipal corporation of the State of Colorado, with offices at 441 Third Street, Mead, Colorado 80542 (the “Town”), and Next Step Communications, LLC, a Colorado limited liability company with offices at 17697 Margil Rd., Mead, Colorado 80542 (“Contractor”) (each individually a “Party” and collectively the “Parties”).

RECITALS

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

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

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

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

I. SCOPE OF SERVICES

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

B. Changes to Services or Equipment. A change in the Scope of Services or to the Equipment shall not be effective unless authorized through a written amendment to this Agreement signed by both Parties. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract. Except as expressly provided herein or as otherwise provided in writing by the Town, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement.

C. Equipment. Contractor shall supply and convey to the Town title for the courtroom audio, video, and microphone system and all related materials and equipment as specified in **Exhibit A** (“Equipment”). Contractor represents and agrees all of the Equipment meets the

appropriate standards and specifications as set forth in **Exhibit A** and that the Town's purchase of the Equipment shall have the warranty terms set forth in this Agreement. Contractor shall not substitute any specified Equipment without prior written approval of the Town.

D. Duty to Inform. The Contractor shall perform the Services in accordance with this Agreement and shall promptly inform the Town concerning ambiguities and uncertainties related to the Contractor's performance that are not addressed by the Agreement.

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

II. TERM AND TERMINATION

A. Term. This Agreement shall commence on the date of mutual execution of the Parties (the "Effective Date") and shall continue until **August 31, 2023** or until terminated as provided herein ("Termination Date"). The Parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriation.

B. Town Unilateral Termination. This Agreement may be terminated by the Town for any or no reason upon written notice delivered to the Contractor at least ten (10) days prior to termination. In the event of the Town's exercise of the right of unilateral termination as provided by this paragraph:

1. Unless otherwise provided in any notice of termination, the Contractor shall provide no further services in connection with this Agreement after Contractor's receipt of a notice of termination; and

2. The Contractor shall deliver all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement to the Town and such documents, data, studies, and reports shall become the property of the Town; and

3. The Contractor shall submit to the Town a final accounting and final invoice of charges for all outstanding and unpaid Services and reimbursable expenses authorized by this Agreement and performed prior to the Contractor's receipt of notice of termination and for any Services authorized to be performed by the notice of termination as provided by Section II.B of this Agreement. The Contractor shall deliver such final accounting and final invoice to the Town within thirty (30) days of the date of termination; thereafter, the Town shall not accept and Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor.

C. Termination for Non-Performance. Should a party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party. Such notice shall specify the non-performance, provide a demand to

cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purpose of this Section II.C, “reasonable time” shall not be less than five (5) business days. In the event of a failure to timely cure a non-performance and upon the date of the resulting termination for non-performance, the Contractor shall prepare a final accounting and final invoice of charges for all performed but unpaid Services and any reimbursable expenses authorized by this Agreement. Such final accounting and final invoice shall be delivered to the Town within fifteen (15) days of the termination date contained in the written notice. Thereafter, the Town shall not accept and Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor. Provided that notice of non-performance is provided in accordance with this Section II.C, nothing in this Section II.C shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

D. Suspension of Services. The Town may suspend the Contractor’s performance of the Services at the Town’s discretion and for any reason by delivery of written notice of suspension to the Contractor, which notice shall state a specific date of suspension. Upon Contractor’s receipt of such notice of suspension from the Town, the Contractor shall immediately cease performance of the Services on the date of suspension except: (1) as may be specifically authorized by the notice of suspension (e.g., to secure the work area from damage due to weather or to complete a specific report or study); or (2) for the submission of an invoice for Services performed prior to the date of suspension in accordance with this Agreement. Contractor shall not re-commence performance of the Services until it receives written notice of re-commencement from the Town.

E. Delivery of Notices. Any notice permitted by this Section II and its subsections shall be addressed to the Town Representative or the Contractor Representative at the address set forth in Section XIII.D of this Agreement or such other address as either Party may notify the other of and shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

III. WARRANTIES.

A. New Equipment. Contractor warrants that the Equipment shall be new and suitable for the purpose used by the Town and will be of good quality, free from faults and defects and in conformance with **Exhibit A**.

B. Title to Equipment. Contractor further warrants that it has full title to all the Equipment to be conveyed to the Town hereunder, that its transfer of such title to the Town is rightful and that all such Equipment shall be transferred free and clear from all security interests, liens, claims or encumbrances whatsoever. Contractor agrees to warrant and defend such title against all persons claiming the whole or any part thereof, at no cost to the Town.

C. Warranty on Workmanship. Contractor shall, for one year from the date that the Town initiates beneficial use of all Equipment provided under this Agreement (last piece of Equipment is put into its intended use), promptly investigate, repair, or otherwise correct any parts, components or Equipment supplied hereunder which contain faults or defects considered to be minor and not affecting the integrity or structure of the Equipment. Contractor shall, for one year

from the date that the Town initiates beneficial use of all Equipment provided under this Agreement (last piece of Equipment is put into its intended use), promptly replace any parts, components or Equipment supplied hereunder which contain faults or defects considered to be other than minor, including affecting the integrity of the Equipment.

D. Assignment of Equipment Warranties. The Contractor warrants and shall be responsible and liable to the Town for the warranties which are provided from the manufacturer(s) of all Equipment supplied hereunder. Contractor shall provide, assign, and take whatever additional steps are necessary to ensure that the Equipment is warranted for the benefit of the Town for the respective manufacturers' warranty periods.

IV. REPRESENTATIVES AND SUPERVISION

A. Town Representative. The Town representative responsible for oversight of this Agreement and the Contractor's performance of Services hereunder shall be the Town Manager or his or her designee ("Town Representative"). The Town Representative shall act as the Town's primary point of contact with the Contractor.

B. Contractor Representative. The Contractor representative under this Agreement shall be Jason Parmley ("Contractor Representative"). The Contractor Representative shall act as the Contractor's primary point of contact with the Town. The Contractor shall not designate another person to be the Contractor Representative without prior written notice to the Town.

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

V. COMPENSATION

A. Not-to-Exceed Amount. Following execution of this Agreement by the Parties, the Contractor shall be authorized to and shall commence performance of the Services as described in **Exhibit A**, subject to the requirements and limitations on compensation as provided by this Section V and its subsections. Compensation to be paid hereunder shall not exceed **Ninety-Three Thousand Six Hundred Four Dollars and Twelve Cents (\$93,604.12)** ("Not-to-Exceed Amount") unless a different amount is agreed to by and between the Parties in accordance with the amendment requirements of this Agreement. Notwithstanding the amount specified in this Section, Contractor shall be paid only for work performed. Contractor shall not be paid until tasks identified in the Scope of Services are performed to the satisfaction of the Town. In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor as follows:

- ☐ If this box is checked, the Town shall pay Contractor on a time and materials basis in accordance with the rate schedule shown in **Exhibit A**. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for any fees, costs and expenses. Final payment

may be requested by the Contractor upon completion of the Services and the Town's acceptance of all work or Services as set forth in **Exhibit A**.

- ☒ If this box is checked, the Town shall pay the Contractor the Not-to-Exceed Amount in two (2) installment payments. The first installment payment of Seventy-Eight Thousand Two Hundred Fifty-Four Dollars and Twelve Cents (\$78,254.12) shall be paid within ten (10) business days of the Effective Date to allow the Contractor to purchase the Equipment for installation. The Contractor shall invoice the Town for the second (and final) installment payment following completion of the Services. The Town shall pay the second installment payment of Fifteen Thousand Three Hundred Fifty Dollars and No Cents (\$15,350.00) within thirty (30) days of the date the Town receives such invoice.

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

C. Reimbursable Expenses.

1. If this Agreement is for lump sum compensation, there shall be no reimbursable expenses.

2. If the Agreement is for compensation based on a time and materials basis, the following shall be considered "reimbursable expenses" for purposes of this Agreement and may be billed to the Town without administrative mark-up, which must be accounted for by the Contractor, and proof of payment shall be provided by the Contractor with the Contractor's monthly invoices:

- ☒ None
- ☐ Vehicle Mileage (billed at not more than the prevailing per mile charge permitted by the IRS as a tax-deductible business expense)
- ☐ Printing and Photocopying Related to the Services (billed at actual cost)
- ☐ Long Distance Telephone Charges Related to the Services
- ☐ Postage and Delivery Services
- ☐ Lodging and Meals (but only with prior written approval of the Town as to dates and maximum amount)

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

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

VI. PROFESSIONAL RESPONSIBILITY

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

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

C. Subcontractors. The Parties recognize and agree that subcontractors may be utilized by the Contractor for the performance of certain Services if included and as described more particularly in **Exhibit A**; however, the engagement or use of subcontractors will not relieve or excuse the Contractor from performance of any obligations imposed in accordance with this Agreement and Contractor shall remain solely responsible for ensuring that any subcontractors engaged to perform Services hereunder shall perform such Services in accordance with all terms and conditions of this Agreement. If Contractor engages subcontractors to perform any part of the Services, Contractor shall require and confirm that the requirements of Section VIII (Insurance) and Section IX (Indemnification) of this Agreement are included in any such subcontract. Contractor shall be responsible and liable to the Town for indemnification of the Town on behalf of a subcontractor if Contractor fails to confirm that the requirements of Section IX are included in any subcontract between Contractor and a subcontractor related to this Agreement.

VII. INDEPENDENT CONTRACTOR

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

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

assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits or any other amenities of employment to any of the Contractor's employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

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

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

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

VIII. INSURANCE

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

- ☐ The Contractor shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by the Contractor to be sufficient to meet or exceed the Contractor's minimum statutory and legal obligations arising under this Agreement ("Contractor Insurance"); OR
- ☒ The Contractor shall secure and maintain the following ("Required Insurance"):
 - ☒ Worker's Compensation Insurance in the minimum amount required by applicable law for all employees and other persons as may be required by

law. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder.

- ☒ Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000.00) each occurrence and of Two Million Dollars (\$2,000,000.00) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an “occurrence” basis as opposed to a “claims made” basis. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.
- ☒ Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00) each occurrence with respect to each of the Contractor’s owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Services, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.
- ☐ Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of _____ Dollars (\$_____) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder.

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

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

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

IX. INDEMNIFICATION

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

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

X. RESERVED

XI. REMEDIES

A. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the Town may exercise the following remedial actions if the

Contractor substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant, insufficient, incorrect, or improper performance, activities or inactions by the Contractor. The remedial actions include:

1. Suspend the Contractor's performance pending necessary corrective action as specified by the Town without the Contractor's entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or
2. Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or
3. Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the Town; and/or
4. Terminate this Agreement in accordance with this Agreement.

A. The foregoing remedies are cumulative and the Town, in its sole discretion, may exercise any or all of the remedies individually or simultaneously.

XII. RECORDS AND OWNERSHIP

A. Retention and Open Records Act Compliance. All records of the Contractor related to the provision of Services hereunder, including public records as defined in the Colorado Open Records Act ("CORA"), and records produced or maintained in accordance with this Agreement, are to be retained and stored in accordance with the Town's records retention and disposal policies. Those records which constitute "public records" under CORA are to be at the Town offices or accessible and opened for public inspection in accordance with CORA and Town policies. Public records requests for such records shall be processed in accordance with Town policies. Contractor agrees to allow access by the Town and the public to all documents subject to disclosure under applicable law. Contractor's willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town. For purposes of CORA, the Town Clerk is the custodian of all records produced or created as a result of this Agreement. Nothing contained herein shall limit the Contractor's right to defend against disclosure of records alleged to be public.

B. Town's Right of Inspection. The Town shall have the right to request that the Contractor provide to the Town a list of all records of the Contractor related to the provision of Services hereunder retained by the Contractor in accordance with this subsection and the location and method of storage of such records. Contractor agrees to allow inspection at reasonable times by the Town of all documents and records produced or maintained in accordance with this Agreement.

C. Ownership. Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the Town of Mead upon delivery and shall not be made subject to any copyright by the Contractor unless authorized by the Town. Other materials, statistical data derived from other clients and other client projects, software,

methodology and proprietary work used or provided by the Contractor to the Town not specifically created and delivered pursuant to the Services outlined in this Agreement shall not be owned by the Town and may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. The Town shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by Town staff and/or employees; or (2) pursuant to a request under the Colorado Open Records Act, § 24-72-203, C.R.S., to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Contractor waives any right to prevent its name from being used in connection with the Services. The Contractor may publicly state that it performs the Services for the Town.

D. Return of Records to Town. At the Town's request, upon expiration or termination of this Agreement, all records of the Contractor related to the provision of Services hereunder, including public records as defined in the CORA, and records produced or maintained in accordance with this Agreement, are to be returned to the Town in a reasonable format and with an index as determined and requested by the Town.

XIII. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligations of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Notice. Unless otherwise provided in this Agreement, any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent via pre-paid, first class United States Mail, to the party at the address set forth below.

If to the Town:

If to Contractor:

Town of Mead Attn: Town Manager 441 Third Street P.O. Box 626 Mead, Colorado 80542	Next Step Communications, LLC Attn: Jason Parmley 17697 Margil Road Mead, Colorado 80542
With Copy to: Michow Cox & McAskin LLP Attn: Mead Town Attorney 6530 S. Yosemite Street, Suite 200 Greenwood Village, Colorado 80111	With Copy to:

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

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

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

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

I. Governmental Immunity. The Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended (“CGIA”), or otherwise available to the Town and its officers or employees.

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

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

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

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

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

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

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

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

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

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

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

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

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SIGNATURE PAGES FOLLOW

THIS AGREEMENT is executed and made effective as provided above.

TOWN OF MEAD, COLORADO

By: _____

Printed Name: _____

Title: _____

Date of execution: _____

ATTEST:

Mary Strutt, CMC, Town Clerk

APPROVED AS TO FORM (*excluding exhibits*):

Marcus McAskin, Town Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

Date of execution: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Agreement for Professional Services was subscribed, sworn to and acknowledged before me this ____ day of _____, 2023, by _____ (printed name) as _____ (title) of Next Steps Communications, LLC, a Colorado limited liability company.

My commission expires: _____

(S E A L)

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

EXHIBIT A
SCOPE OF SERVICES AND COMPENSATION

(see attached)



Mead Town Hall Meeting Room Renovation

A PROPOSAL FOR

Town Of Mead

Erika Rasmussen
erasmussen@townofmead.org
(970) 805-4185

441 3rd Street
Mead, CO 80542

PREPARED BY JASON PARMLEY



Next Step Communications LLC

nextsteponline.net
(303) 834-9486

17697 Margil Rd
Mead, CO 80542

Mead PSA (Next Step Communications, LLC)

/Services Name: Mead Town Hall Meeting Room Renovation

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About Us

Next Step Communications—Northern Colorado’s leader in residential and commercial Audio /Video, Surveillance systems, Data Networking, Whole home Audio and Custom Home Theater design/installations. Next Step is built on many years of experience and hard work. Our expertise, product knowledge and training, customer satisfaction, and integrity are the backbone of the company.

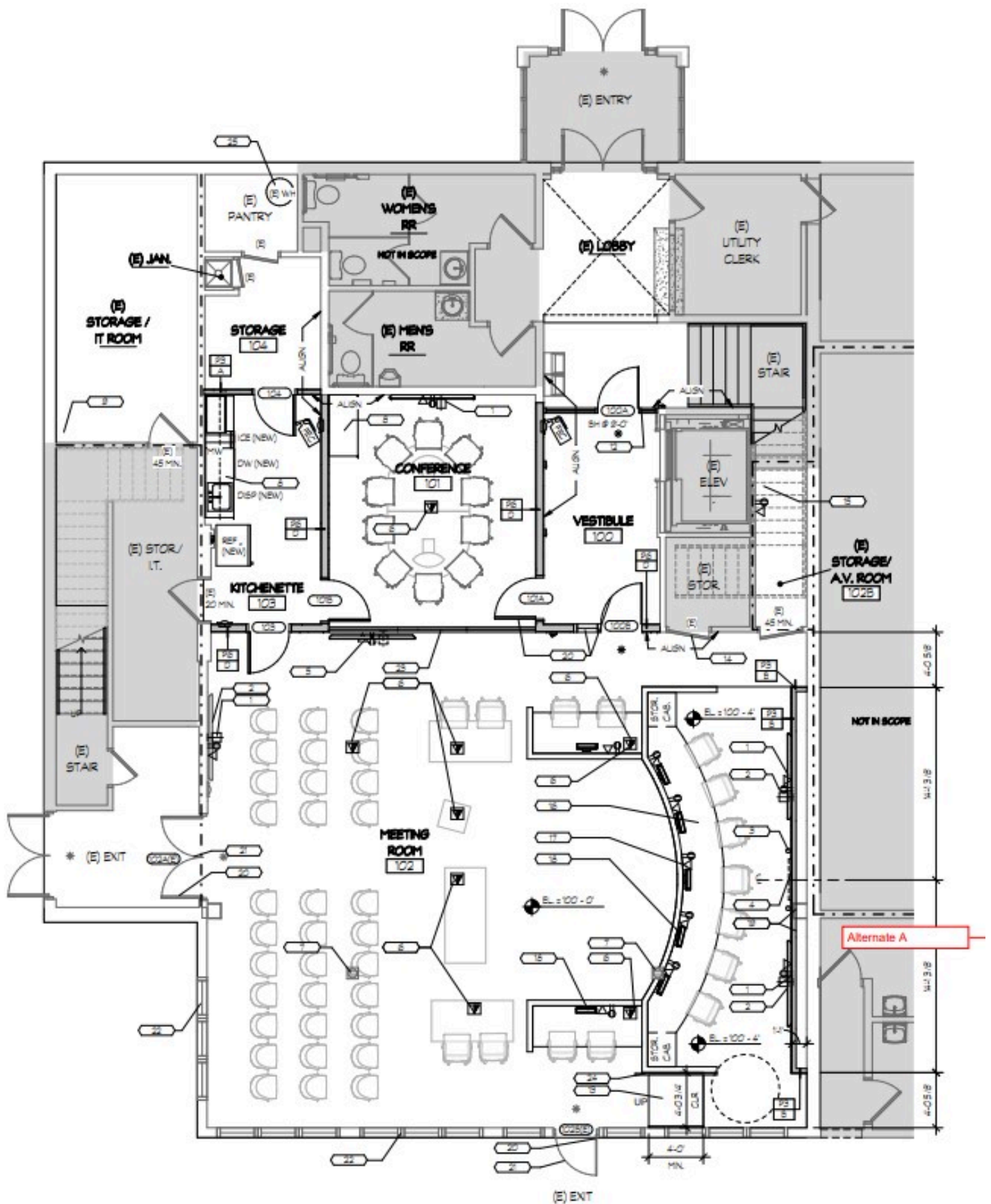
We believe that each customer deserves the best possible installation and educational experience. We use reliable and trusted equipment that all of our technicians are trained on and use on a daily basis to insure we can efficiently install and answer any possible questions for our customers. All Next Step provided equipment is covered for the span of the manufacturer's warranty. We stand behind our warranties direct with the customer so there is no questions on who will take care of things in the rare case the equipment does not operate as it should after installation.

With over 50 years of combined experience working with multiple large corporate media service providers, we feel our customers deserve a more one on one approach and will appreciate building long term relationships that our customers can count on to support them with questions and give them the reasonable pricing and reliable support after the installations for years to come. With our unmatched determination and creativity to offer something different than any other company out there, we are confident that we will provide you with the best possible end results. Let our professional, friendly team here at Next Step take your project to the Next Level of customer satisfaction and new technologies available.

Project Description

Installation of the new Courtroom audio/Video and microphone system.

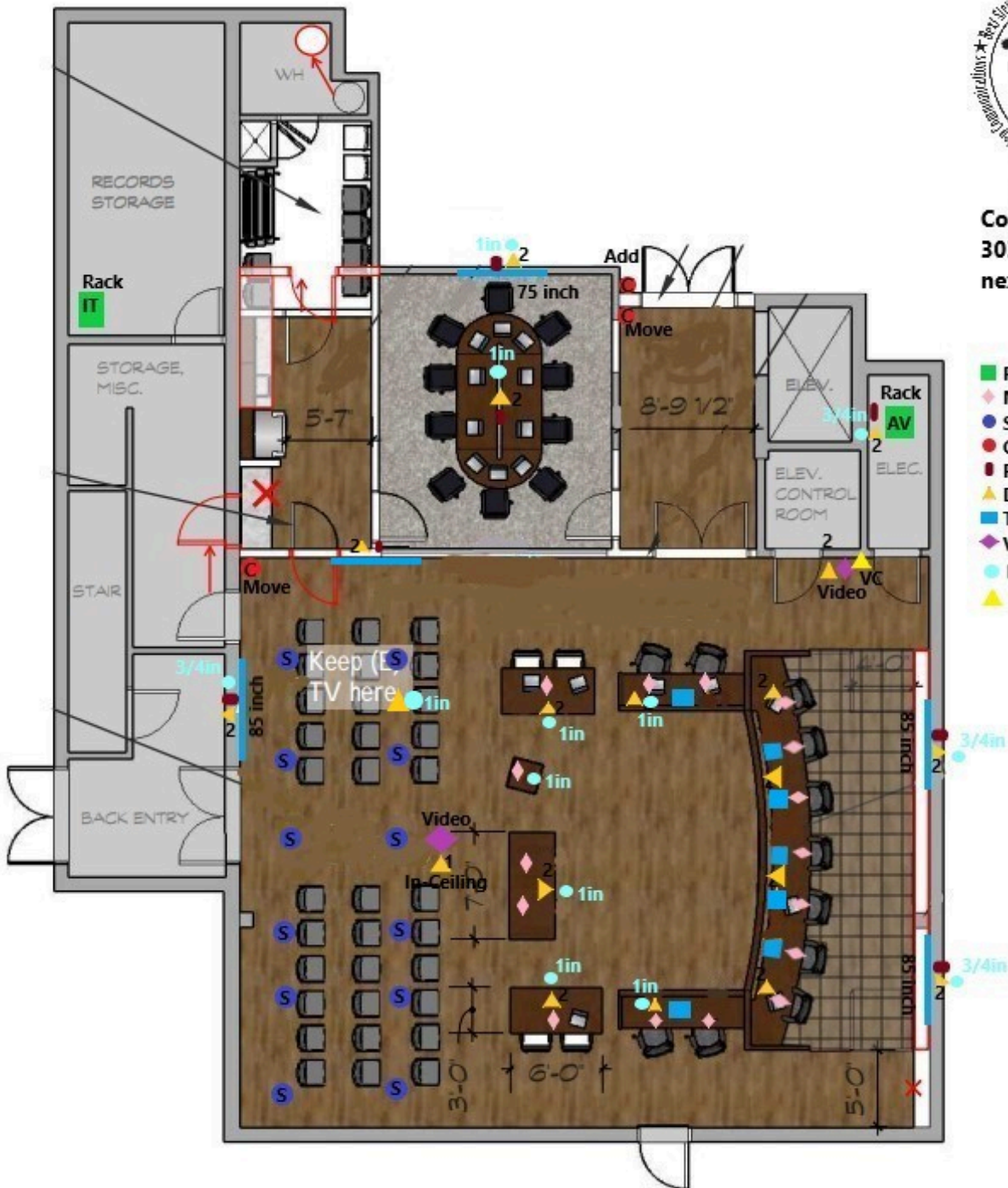
- New Televic microphone and video camera system installation will replace the older system that the town currently has.
 - System will offer additional features to the town and board to have voting capability's as well as the standard audio output to the audio system and meeting digital recording.
 - Software as well as the programming for the Televic system will be done by some reps from the company that will come out after the system is setup and program as well as train the Towns staff.
 - The old audio and video Wall mounted equipment will be relocated into the electrical room to be reused and incorporated into the new system.
- Any needed conduit and or power will be the responsibility of the owner or electrical contractor to install. Next Step will help answer any questions or meet onsite to answer questions as needed.
- Additional speakers will be added to the ceiling in the main seating area to improve the sound quality and coverage in the room.
 - One existing Sony 85 inch TV will be relocated to the Back North wall the same height as the existing one on the back wall. A Sanus advanced tilt wall mount will be used to make user that the TV is NOT pulled out from the wall and become a hazard. New power will need to be installed to the location for the TV as well as a second empty 1 inch Conduit for the audio and video cables.
 - 2 New Sony 85 inch TVs will be installed on the back wall where the layout calls for. TVs will be installed with New power outlets will need installed at the requested locations at 96 inches. A second one inch empty conduit will need to be installed next to the power so we can run the needed data and video cables in the conduit.
 - New HDMI matrix system will be installed to allow the 4 separate TVs to display the same or separate video sources.
 - Existing 70 volt Amp/mixer will be repurposed to be used in the room for tying into the Microphones, Televic system and the TVs to play the audio of the content streaming on the system
 - New 70 volt speakers will be installed in the ceiling for the large West sitting area. The speakers will be chained together and calibrated/tapped to match for constant audio levels.
 - New Cat6 cabling will be ran from the locations in the room back to the IT room to be terminated into the rack and connected into the network.
 - Any audio and video cabling will feed into the A/V closet to connect into the system to distribute or back feed to the locations for TVs or speakers.
- Built in or small monitors mounted to the front of the Board desk will be set to all play the same thing at the same time unless otherwise requested.





**Next Step
Communications**
303-709-4952
nextsteponline.net

- Rack Location
- ◆ Microphone
- Speaker
- Camera
- Power
- ▲ Data
- TV or monitor location
- ◆ Video recorder
- Needed Conduit + size
- ▲



Layout with conduit sizes needed installed by the electrician for the TV and floor boxes

Areas & Items

Commercial Audio/Video and microphone system design

Items		Sell Price	Qty	Total
 Labor Full system design and layout for placement and equipment for the project		\$250.00	x1	\$250.00

Commercial Audio/Video and microphone system design Total : \$250.00

Court room TV display and video matrix system upgrade

Items		Sell Price	Qty	Total
 Sony KD-85X85K X85K 4K HDR LED TV with smart Google TV (2023)		\$2,750.00	x2	\$5,500.00
 Sanus VDLT16-B1 Large Advanced Tilting Mount		\$170.00	x2	\$340.00
 Sanus SASP1 Streaming Device Panel for most small devices up to 3 lbs		\$25.00	x3	\$75.00
 Microsoft Microsoft 4K wireless display Microsoft 4k Wireless Display Adapter - Black. Compatible with 4K TVs		\$75.00	x1	\$75.00

Items		Sell Price	Qty	Total
	Strong SR-FS-SYSTEM-DC-21U Strong FS Series Rack System with DC Fans - 24" Depth 21U	\$1,000.00	x1	\$1,000.00

	Binary B-520-MTRX-230-8x8 Binary HDMI Matrix Switcher - POC enabled Our ultra-reliable Binary Matrix Switcher is now power-over-cable (POC) enabled, so the matrix powers the receiver. Of course its still built on the same principles that put Binary on the map: custom install expertise, innovative technology, and ease-of-use. It even comes equipped with everything needed for control system integration: Ethernet, RS-232 control, and IR routing to boot. It uses a single Cat5e/6 cable to transmit HDMI signals and bidirectional IR - up to 230 ft. Plus, supplied rack ears make mounting easy. Shielded Cable Recommendation - Although HDBaseT transmission technology is much less susceptible to EMI interference than other transmission technologies, if possible, it is recommended that you pull shielded Cat5e/Cat6 with this product for maximum reliability. Please note: for proper shielding, shielded connectors must be used with drains connected at both ends. In addition, EZ end connectors are not recommended for use with HDMI extenders. Power Supply Voltage - Please use the 12V power supply included in the package. Use of power supply with a different voltage may cause damage to the product or the power supply. Simultaneous Outputs Each output provides an HDMI output for local display(s), as well as an HDBaseT output for longer distances. Just pair the HDBaseT output with the optional receiver to achieve distances up to 230 feet. Best of all, both of these outputs can be used in parallel. Integration Ready These switchers are now Control4 certified with SDDP built in for faster programming. To control the matrix itself, Ethernet, bi-directional RS-232 and IR are all available. POC Enabled This feature powers all the receivers from the matrix switchers. This means there is not need of power supplies on the Receiver side. HDMI with 3D Your covered with full support of the HDMI (with 3D), Deep Color (36bit) and HDCP 1.4 as well as support for Dolby True HD, Dolby Digital Plus, DTS-HD Master and LPCM audio formats. EDID Management EDID settings can be configured using the included remote control or convenient PC configuration utility. Three EDID modes are provided for ultimate flexibility - Auto, Embedded and Learning. <i>8X8 matrix will give several separate or same video output options.</i> <i>HDbtbase or direct HDMI cable connections to monitors on the displays</i>	\$4,950.00	x1	\$4,950.00
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Binary B-520-RX-230-IR

\$250.00 x8 \$2,000.00

Binary 520 Series 1080p HDBaseT Receiver with IR When you want to extend audio and video signals over long distances without sacrificing resolution or quality, a Binary HDBaseT Receiver is what you need. This one goes the distance, receiving up to 4K@30Hz video and 7.1 channels of lossless audio over a single CAT cable (when paired with a B-520 HDBaseT transmitter). It works with dedicated HDBaseT transmitters, as well as products with the transmitters built in (such as B-520 matrix switchers) providing flexibility and interoperability on the job. Plug and play technology allows this product to bypass frustrating EQ and EDID settings, and for the finishing touch it includes bi-directional IR for complete system integration. No Power Supply Included - This product features PoC and does not require a separate power supply, when used with B-520 matrix switchers. This product may also be used with a B-520 HDBaseT transmitter. When pairing with a B-520 HDBaseT transmitter, please purchase a separate 12V power supply (B-PS-12VDC-2A). Use of power supply with a different voltage may cause damage to the product or the power supply. Shielded Cable Recommendation - Although HDBaseT transmission technology is much less susceptible to EMI interference than other transmission technologies, if possible, it is recommended that you pull shielded Cat5e/Cat6 with this product for maximum reliability. Please note: for proper shielding, shielded connectors must be used with drains connected at both ends. In addition, EZ end connectors are not recommended for use with HDMI extenders. 4K@30Hz with Full 3D Support This receiver offers full support of 4K@30Hz (including HDMI with 3D), Deep Color (36bit) and HDCP 2.2, as well as support for Dolby True HD, Dolby Digital Plus, DTS-HD Master and LPCM audio formats. Please note, 4K support varies by distance and cable type, please refer to specifications for further details. Benefits of HDBaseT Technology Thanks to HDBaseT technology, this Binary Receiver is able to receive full uncompressed 1080p HD video and audio through a single CAT cable up to 230 ft. It provides greater RF immunity, so you get a better and more reliable signal, plus it's easier to install because you dont have to fiddle with any EQ or EDID settings. Just plug and play and you're on your way to faster and easier media distribution. Bi-Directional IR This receiver allows you to send IR to equipment back at the head-end from the TV location quickly and easily and over the same cable. Using an automation or remote system? Weve included an adapter cable to allow for control of the TV from the controller. For best performance, use our Episode IR flashers and receivers. Work Smarter, Not Harder Forget about wasting precious install time running back and forth, fiddling with transmitter and receiver settings, and struggling to get a good picture. With this extender kit there are no EQ or EDID settings required all you do is plug and play. Now thats smart! IR Flexibility An IR receiver port provides power when connected to an IR receiver or shuts off when connected to control systems. Plus, an IR flasher level knob helps to adjust the intensity of the flasher in order to accommodate the TV and light present in different zones. Power over Cable (PoC)* With Power over Cable (PoC), you can send power over the same Cat5e/6 cable that extends your video, audio, and control signals when paired with B-520 Matrix Switchers. This means you only need one power supply - and you can put it at the head end to get it completely out of the way. *Please note that PoC works with B-520 matrix switchers only. Built-In ESD and Surge Protection Intelligent circuit design, perfected through extensive hardware testing, has resulted in a robust product with excellent ESD and surge protection that exceeds CE Level 3 standards. During development, they were hit with ESD at 15KV and surges up to 1600V. Screw Down Power Plug When the receiver is used with HDBaseT Transmitter with no POC like B-520-TX-230-IR, a screw down power supply B-PS-12VDC-2A will be required to supply power to the receiver. Plus the extender features screw-down power



plug, so you never have to worry about getting service calls because a plug fell out when the TV was moved. Removable Mounting Ears The receiver comes with mounting ears, making it easy to get the receiver mounted securely.

HDMI and IR to the TVs and display monitors



Binary B6-4K-3

Binary B6 Certified Premium High Speed HDMI Cables with Ethernet - 3M

\$38.00 x3 \$114.00



Binary B6-4K-1

Description: These high-bandwidth B6 HDMI cables support Ultra HD 4K @ 60Hz 4:4:4, plus, all lengths now transmit 18Gbps of bandwidth for your advanced video format needs. Theyre ready out of the box for High Dynamic Range (HDR), wide color gamut, Dolby ATMOS, and more. Intense quality testing also enabled these cables with swift bandwidth delivery for the most recent HDMI specification (HDMI 2.0B) and allows your customers to stream high-resolution video, audio, data, and more to any type of system.

HDMI between the rack equipment to the matrix

\$25.00 x16 \$400.00



Episode EE-IR-RCVR-TUBE

Episode Electronics IR Sensor Tube Designed to fit perfectly into our Episode soundbars, this mighty little IR sensor tube packs a lot into its small frame. It features advanced IR filtering technology, plus included screw-terminal connectors for fast and easy extension. Plus, its universally compatible with most A/V components and remotes, and is plasma-, LCD- and LED-proof. Now thats pretty tubular. Important Note - Do not remove the nubs" that are created when removing the plastic cover cap from the tube slot on your soundbar. These are meant to create friction that holds the IR receiver tube in place. Advanced IR Filtering Technology In addition to blocking common interference from plasma, LCD and LED displays, it is also resistant to sunlight, Compact Fluorescent Lamps (CFL), Electro-Magnetic Interference (EMI), and Electrostatic Interference (ESI). Best of all, it has the "smarts" to do all this without impacting reception and performance. Ultra-fast Extension Say goodbye to tedious and troublesome wire cutting and soldering. Extending your signal is easy thanks to two included 3.5mm stereo to screw-terminal connectors. Perfect Fit These tube IR sensors are the smallest on the market! Whereas other tubes are longer and stick out when paired with our Episode soundbars, these little champs are a perfect fit. Simply unscrew the tension nut on the tube, slide it through the soundbars IR knockout, and secure the unit using the nubs left behind from the knockout for a perfect fit on our thin and standard models. And dont let their size fool you, these sensors provide robust performances in noisy environments. Universal Acclaim This IR sensor tube features wideband IR capability (30-60KHz) and support for RCMM compressed codes. It works with virtually all A/V components and remote controls - yes even AT&T Uverse!

In wall IR to talk to the equipment in the closet

\$150.00 x1 \$150.00



Wirepath PLATE-0-WH

Blank Standard Wall Plate (White)

\$4.50 x1 \$4.50

Items		Sell Price	Qty	Total
	Catalyst Av CAT-CAT6E-PLENUM-GN <i>Green Cat6E plenum rated cable for all video feeds to the TV and or monitors.</i>	\$350.00	x1	\$350.00
	Wirepath WP-CAT6-RJ45-GN Cat 6 UTP Keystone Jack 90 Degree with IDC Cap (Green)	\$7.50	x18	\$135.00
	Wirepath WP-PC-CAT6-3FT-GRN Cat 6 3ft Ethernet Patch Cable (Green)	\$4.50	x9	\$40.50
	Wirepath WP-PC-CAT6-7FT-GRN Cat 6 7ft Ethernet Patch Cable (Green)	\$7.50	x9	\$67.50
	Wirepath WP-BPP-24 Rack Mount 24-port Blank Patch Panel (Black)	\$70.00	x1	\$70.00
	Binary B3-MonoMini-2 Description: Ideal for signal pass-through - such as IR emitter pass-through and 12V triggers - these professional grade cables provide deep, tight bass and smooth, natural midrange. They feature 26 AWG copper conductors and copper spiral shielding for professional-grade performance, plus ultra-flexible jackets that make your life easier. <i>Used to connect the TVs to the HDMI balen for IR control.</i>	\$10.00	x5	\$50.00
	Arlington LV1 Arlington Industries Retrofit Style Low Voltage Single gang mounting bracket	\$3.50	x2	\$7.00
	Misc. materials Materials Misc. small parts, screws, clips and RJ45s	\$75.00	x1	\$75.00
	Labor Hourly Labor Per tech <i>2 techs to install 2 TVs and a full matrix system to 9 TV locations Test label and configure the system.</i> Mead PSA (Next Step Communications, LLC)	\$95.00	x24	\$2,280.00

/Services Name: Mead Town Hall Meeting Room Renovation

Items	Sell Price	Qty	Total
 Labor Remove old audio and video equipment from the location for construction <i>Remove the 2 TVs, mounts, wire as well as the equipment wall rack and move to an onsite storage location.</i>	\$95.00	x5	\$475.00

Court room TV display and video matrix system upgrade Total : \$18,158.50

Conference room

-Installation of a new 75 inch Sony TV on the wall with an advanced tilt wall mount. Equipment plate on the back of the TV will hold a Microsoft cast device for the client to cast any needed devices to the screen wirelessly.

-TV will have 2 data and one Coax cable installed to behind the TV so the TV can be connected to the network or matrix system.

-Needed conduit for the low voltage in the floor will allow 2 Data/phone connections to the table.

Items	Sell Price	Qty	Total
 Sony KD-75X85K X85K 4K HDR LED TV with smart Google TV (2023)	\$1,750.00	x1	\$1,750.00
 Sanus VDLT16-B1 Large Advanced Tilting Mount	\$170.00	x1	\$170.00
 Sanus SASP1 Streaming Device Panel for most small devices up to 3 lbs	\$25.00	x1	\$25.00
 4K HDMI Standard 35 Foot 4K HDMI cables	\$75.00	x1	\$75.00
 Microsoft Microsoft 4K wireless display Microsoft 4k Wireless Display Adapter - Black. Compatible with 4K TVs	\$75.00	x1	\$75.00

Items		Sell Price	Qty	Total
	Labor TV Wall Mount 55 inch or larger 2 techs	\$325.00	x1	\$325.00

Conference room Total : \$2,420.00

Court room table monitors and adjustable arm mounts

Install of 5 monitors to the court room fixed table. Holes will need drilled into the cables for the sire to be fed into the arms of the mounts.

Mounts are on hydraulics that will give the option to move the monitors up or down depending on where the customer wants them to e located for each location.

Items		Sell Price	Qty	Total
	Ergotron 45-475-224 HX Desk Monitor Arm (matte black) <i>Mounting arm comes in white, black or chrome.</i>	\$390.00	x7	\$2,730.00
	Dell P2222H Dell 22 Monitor - P2222H - Full HD 1080p, IPS Technology with rear mounting hardware <i>22 inch HD monitor for display option</i>	\$325.00	x7	\$2,275.00
	Dell P2018H Dell P2018H 20" LED-Backlit LCD Monitor, Black <i>20 inch HD monitor for display option</i>	\$295.00	x0	\$0.00
	Binary B-230-HDSPLTR-1x2 Binary 1x2 HDMI Splitter & Clock Stretcher, Supports 3D and Deep Color	\$95.00	x2	\$190.00
	Dynamix CG80BK 80mm Desk Grommet BLACK	\$7.50	x7	\$52.50
	Binary B6-4K-3 Binary B6 Certified Premium High Speed HDMI Cables with Ethernet - 3M	\$55.00	x1	\$55.00

Items	Sell Price	Qty	Total
 Binary B6-4K-3 Description: These high-bandwidth B6 HDMI cables support Ultra HD 4K @ 60Hz 4:4:4, plus, all lengths now transmit 18Gbps of bandwidth for your advanced video format needs. Theyre ready out of the box for High Dynamic Range (HDR), wide color gamut, Dolby ATMOS, and more. Intense quality testing also enabled these cables with swift bandwidth delivery for the most recent HDMI specification (HDMI 2.0B) and allows your customers to stream high-resolution video, audio, data, and more to any type of system. <i>HDMI feeds between the matrix and HDMI balens and then to the TVs</i>	\$38.00	x7	\$266.00
 Misc. materials Materials Misc. small parts, screws, clips and RJ45s	\$65.00	x1	\$65.00
 Labor Tech Labor to install table monitor and mount with wire management	\$225.00	x7	\$1,575.00

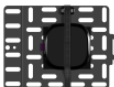
Court room table monitors and adjustable arm mounts Total : \$7,208.50

85 inch TV move and install from ceiling pole mount

existing Sony 85inch TV that is currently mounted to the front of the room will be relocated to the north wall where the glass will be located into the conference room.

The TV will be ceiling mounted using a pole mount and all wire will be ran into the pole down to the TV so it will be hidden.

-Electrical outlet will need to be installed in the ceiling next to where the TV will be mounted.

Items		Sell Price	Qty	Total
	Strong SM-CEILING-T-L Strong Ceiling Mount with 1-" NPT - 37-70" Displays	\$425.00	x1	\$425.00
	Sanus SASP1 Streaming Device Panel for most small devices up to 3 lbs	\$25.00	x1	\$25.00
	Strong SM-FIXPOLE-36-BLK Strong Fixed Extension Pole for Ceiling Mounts - 36" (Black)	\$70.00	x0	\$0.00

Items		Sell Price	Qty	Total
	Strong SM-FIXPOLE-24-BLK Strong Fixed Extension Pole for Ceiling Mounts - 24" (Black)	\$60.00	x1	\$60.00
	Fiber HDMI 50Ft 60Hz Fiber HDMI 50 Foot 4K Fiber HDMI cable	\$125.00	x1	\$125.00
	Fiber 4K HDMI 100ft Fiber HDMI 100 Foot 4K Fiber optic HDMI cable	\$175.00	x0	\$0.00
	Misc. materials Materials Misc. small parts, screws, clips and RJ45s <i>Above ceiling mounting hardware if needed like Unistrut nuts and bolts</i>	\$175.00	x1	\$175.00
	Labor Installation of ceiling mounted TV <i>2 techs needed to install the HDMI, and TV mounting hardware 4 total hours.</i>	\$850.00	x1	\$850.00

85 inch TV move and install from ceiling pole mount Total : \$1,660.00

Control system for changing display screens to different images.

Optional control system if the site would like to have an option for a wall mounted touch screen for managing the video matrix to different displays in the room.

Items		Sell Price	Qty	Total
	Control4 C4-EA3-V2 Control4 EA-3 Entertainment and Automation Controller V2	\$1,250.00	x0	\$0.00
	Control4 C4-EA3RMK1-BL 1U Rack-Mount Kit, Single EA-3 Controller	\$75.00	x0	\$0.00
	Control4 C4-4Sight-E 1 Year 4Sight Subscription Kit	\$125.00	x0	\$0.00

Mead PSA (Next Step Communications, LLC)

/Services Name: Mead Town Hall Meeting Room Renovation

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Control system for changing display screens to different images.

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Items		Sell Price	Qty	Total
	Control4 C4-TT7-1-BL Control4 T3 Series 7" Tabletop Touch Screen (Black)	\$950.00	x0	\$0.00
	Control4 C4-T4IW10-BL Control4 T4 Series 10 In-Wall Touchscreen (Black)	\$1,500.00	x0	\$0.00
	Labor In wall install of touch screen	\$150.00	x0	\$0.00
	Control4 C4-RWB57C-P Retrofit - In-Wall Touch Screen Back Box (Plastic)	\$15.00	x0	\$0.00
	Labor install and Program Control4 custom buttons on keypad	\$225.00	x0	\$0.00

Control system for changing display screens to different images. Total : \$0.00

in ceiling speaker installation with 70 volt speakers

install a total of 12 new 6 inch in ceiling speakers that will replace the current 6 8 ohm speakers.

New speakers will have all new wire ran back to the A/V closet and a volume control that will be installed next to the door into the closet.

-New volume control will be installed on the wall next to the door to the A/V closet to adjust the speaker volume as needed.

Items		Sell Price	Qty	Total
	Origin Acoustics D61T-6 70v/100v/8ohm 6 1/2" Two-Way Loudspeaker. Silk Tweeter, Poly/Rubber Woofer, Tool-less Installation. (Pack of 6) <i>12 total in ceiling speakers that are 70 volt speakers to replace the ones in the ceiling currently that are NOT 70 volt</i>	\$1,500.00	x2	\$3,000.00
	Episode ES-TILEBRIDGE Episode In-Ceiling Tile Bridge	\$25.00	x12	\$300.00

Items		Sell Price	Qty	Total
	Episode EA-MR-COMM-RVC-100 Episode Commercial 70V Rotary Volume Control (100 Watt)	\$75.00	x1	\$75.00
	Arlington LV1 Arlington Industries Retrofit Style Low Voltage Single gang mounting bracket	\$3.50	x1	\$3.50
	Wirepath NST-162-500-WH 16/2 65-Strand CL3-Rated Speaker Wire - 500 Ft. Nest in Box (White)	\$225.00	x1	\$225.00
	Misc Materials Misc Material Screws, Clips, Zip ties, patch cables	\$150.00	x1	\$150.00
	Labor Hourly Labor Per tech	\$95.00	x18	\$1,710.00

in ceiling speaker installation with 70 volt speakers Total : \$5,463.50

Conference room and court room data infrastructure to IT room

Items		Sell Price	Qty	Total
	Wirepath WP-CAT6-RJ45-BL Cat 6 UTP Keystone Jack 90 Degree with IDC Cap (Blue)	\$7.50	x36	\$270.00
	Wirepath WP-CAT6-RJ45-WH Cat 6 UTP Keystone Jack 90 Degree with IDC Cap (White)	\$7.50	x36	\$270.00

Items		Sell Price	Qty	Total
	Comm Cables Cat6 Plenum White Cat6 plenum rated cable 1000ft Pro pull Box	\$450.00	x4	\$1,800.00
	AllComm Cat6 Plenum Rated Blue Cat6 Plenum Rated Data cable Plenum Space rated	\$450.00	x4	\$1,800.00
	Labor Install 2 cat6 lines from rack location or main network to requested location	\$190.00	x20	\$3,800.00

Conference room and court room data infrastructure to IT room Total : \$7,940.00

Current camera equipment relocate or add.

1 new Dome Hikvision camera added to the system installed in the hallway by the elevator.

2 cameras will need to be taken down and then relocated after the new walls get installed.

Items		Sell Price	Qty	Total
	NSC OEM NSC324-TD2.8 4MP vandal Dome camera with 2.8mm lens 100ft IR	\$225.00	x1	\$225.00
	Wirepath NST-CAT5E-1000-WHT Cat 5e Unshielded 24/4 Solid CMG-Rated Wire 1000 Ft. Nest in Box (White)	\$175.00	x1	\$175.00
	Labor Hourly Labor Per tech	\$95.00	x7	\$665.00

Current camera equipment relocate or add. Total : \$1,065.00

Televic Mic and video System equipment and installation

SUCCESS WITH T-CAM AUTOMATIC CAMERA TRACKING

APPLICATION NOTE



Concept

No Dedicated Programming Required

The T-Cam Camera Tracking package is a complete and out-of-the box solution for conference camera tracking.

The T-Cam package comes with:

- › Video switcher: Black Magic ATEM TV Studio HD
- › 2 Cameras: IP-CAM 50
- › Capture card: Blackmagic Decklink Mini Recorder (optional use)
- › Camera interconnection cables: VC-AC06 and 2 VC-AC07 (optional use)
- › BlackMagic Micro Converter SDI to HDMI (optional use)
- › T-Cam Software: PC software with license for control of 2 cameras

The system allows for direct installation, configuration and integration of a camera tracking system with any of the Televic Conference systems. The T-Cam solution can control up to 4 3G-SDI cameras.

While the T-Cam system does not require any external programming and can be fully automatic, there are several aspects that need to be considered to ensure we meet the customer's expectations. This document will address those items.

Requirements

PC Requirements

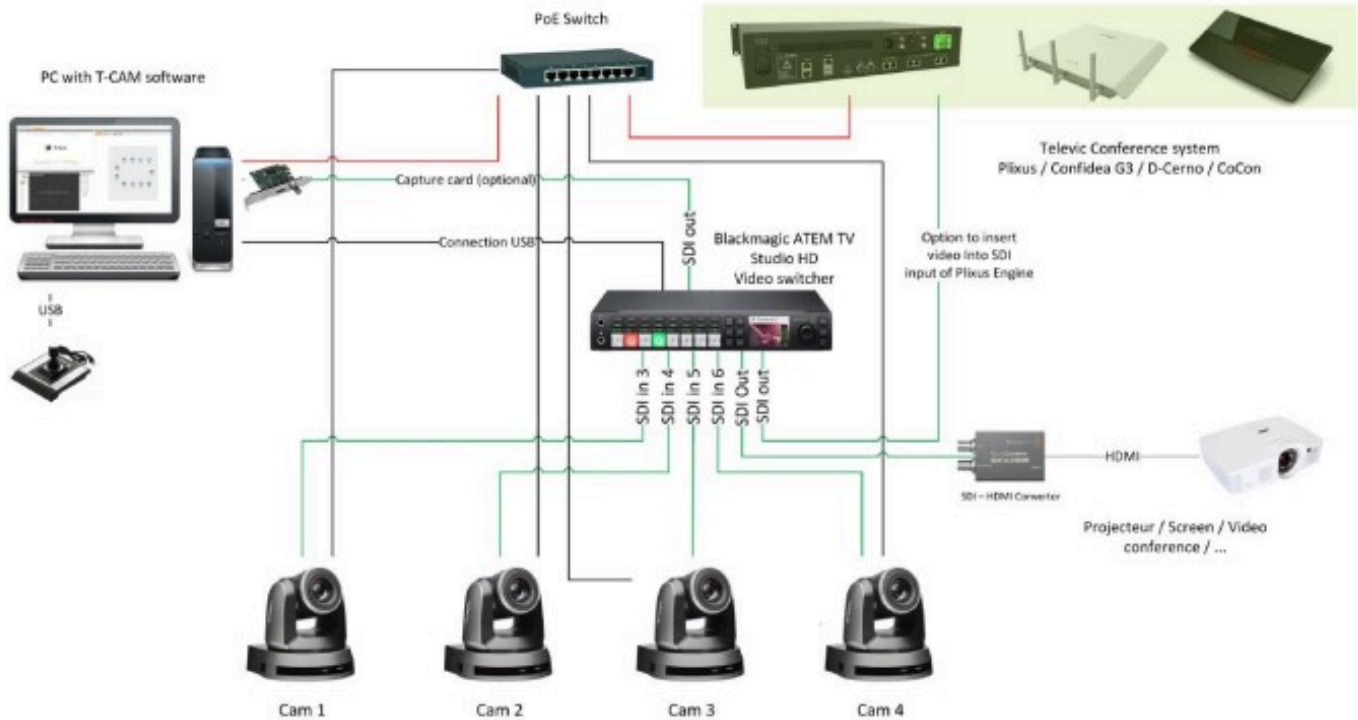
- › The ideal PC type is a desktop with 1 available PCIe slot. (E.g. Dell OptiPlex 7020).
- › Operation on a laptop is also possible, but the capture card to bring the video into the T-Cam software for local monitoring cannot be used.
- › Windows 10 operating system.
- › Processor: Intel i5 2 GHz or higher
- › RAM: minimum 4 GB
- › Free disk space: minimum 10 GB
- › Network connectivity: at least 100 Mb/s
- › A USB to serial convertor is required when the laptop has no serial connection (RS-232 port).
- › The T-Cam software can run on the same PC as the CoCon Room Server.

Licensing

The license to operate the T-Cam is included as part of the T-Cam package (2 cameras). The license is associated with the PC where the T-Cam software is installed. To obtain the license please contact Televic support with the **MAC address of the PC where T-Cam is to be installed.**

If it is desired to perform some pre-setup prior to obtaining the final PC, Televic can also provide a short-term license to be used on the temporary PC.

Typical Design



Key Aspects

- > Up to 4 cameras can be used.
- > The cameras can be powered by PoE.
- > Desktop PC with Capture Card is required only if it is desired to view the video on that PC.
- > While the cameras do have an HDMI output, the overall design requires the use of the SDI connection between the camera and video switcher.
- > The ATEM video switcher only delivers the **program video** via SDI outputs. If HDMI is needed, the SDI to HDMI converter should be used.
- > All cameras must have the same resolution and must match the resolution of the video switcher, capture card and settings within the T-Cam software.
- > The system does allow for secondary camera views (presets) to prevent the final production video from showing the camera as it is moving to the next preset.
- > The system also allows for a single wideshot to be used when all mics are off.

Constraints for Consideration

- › **T-Cam does not provide any form of split screen or picture-in-picture.**
- › **It is advised to limit the system to only allow for 1 active mic at a time.**
 - By nature of the automatic tracking which is based on the activation of a microphone (press of the speak button), the cameras will always and **only show the last microphone to become active**. This presents a challenge when allowing more than 1 mic to be open at a time. If 2 or more mics are open at the same time, the system will not intuitively know who is actually speaking and the final video will at times show the wrong person.
- › **It is recommended to have a dedicated camera operator.**
 - If it is not feasible to limit the allowed open mics to 1, it is highly recommended to have a dedicated camera operator throughout the meeting.
 - While the system will still be automatic, the operator will be able to at any time change the camera view to the correct person by a single click of the mouse.
 - By adding a physical joystick (not included) or using the virtual joystick within the T-Cam software, the operator can force the cameras to any view beyond the normal predetermined presets.
 - Additionally, automatic camera movement can be temporarily disabled if it's desired for the camera shot to remain stationary for an extended time.
- › **If the limitation of 1 open microphone or providing a camera operator cannot be met, the production quality may not be suitable for the client.**
- › **The system allows for only 1 predetermined "wideshot".**
 - A wideshot can be triggered when all microphones have been deactivated.
 - It is not currently possible to set an automatic semi-wideshot when 2 or more mics are activated. Although, it is possible for an operator to easily recall a semi wide-shot with a single click in the T-Cam software.

Televic Conference US
4620 Northgate Blvd Suite 120
Sacramento, Ca 95834

DATE	ESTIMATE #
7/21/2022	3713

BILL TO
Jason Parmley Next Step Communications 17697 Margil Rd Mead, CO 80542 USA

SHIP TO
Jason Parmley Next Step Communications 17697 Margil Rd Mead, CO 80542 USA nextstepbids@gmail.com 3038349486

Item	Description	Qty	Unit Price	Total
Plixus AE-R 71.98.2902	The Plixus Audio Engine with recording capabilities is a 19" rack mountable device that provides all the processing and signal handling required for an audio only system. One power supply included. Optional second power supply for system with more than 40 units or for power redundancy. **Due to the on going electronics component crises, we have been forced to temporarily increase the price of this item \$243. The expiration of this price increase is unknown at this time.**	1	\$4,184.62	\$4,184.62
Confidea FLEX 71.98.0131	The (wired) Confidea FLEX is a touch enabled tabletop conference unit including: - Multifunctional button for delegate, chairman and dual use - Screw lock microphone connector - Loudspeaker - 5,2" capacitive touch screen - Tactile reference - Haptic feedback - Anti-fingerprint coating - NFC card reader - 2 x Headphone connector	16	\$970.00	\$15,520.00
D-Mic 40SL 71.98.0054	GSM immune gooseneck microphone of 40 cm with screwlock. Bi-colour led ring indication (red / green). Windscreen included.	3	\$175.00	\$525.00
Confero 360 License 71.98.3000	Unlock browser interface features for voting, synoptic view, discussion options and more.	1	\$3,200.00	\$3,200.00
Confidea FLEX L-VT 71.98.1401	License to activate voting functionality on Confidea FLEX units	7	\$105.00	\$735.00

8 Hour - Support Block (MSRP) 99.06.0008	8 hour support block for phone support and/or remote PC control. Can be use as needed in 1-hour increments. Remains valid for 3 years.	1	\$1,700.00	\$1,700.00
OPTIONAL		0	\$0.00	\$0.00
T-CAM Package 71.98.1303	Camera tracking solution compatible with Plixus, Confidea G3 and D-Cerno systems. Consists of following items: - 2 full HD cameras - Video switcher - Video capture card (Only for preview. If used, desktop PC with PCI slot required!) - Camera tracking software + license for two cameras - Converter cables SDI cables or ethernet cables not included	1	\$13,700.00	\$13,700.00
TTC (MSRP) 99.06.0003	On-Site Training & Commissioning. *****3 WEEKS NOTICE IS REQUIRED TO SCHEDULE ON SITE TRAINING***** A member of Televic will travel to the location of a new system installation to confirm proper configuration and operation. **Includes Travel Expenses** Additionally, a full training will be provided to the end user allowing for a smooth hand-off with minimal downtime.	1	\$3,500.00	\$3,500.00
			TOTAL	\$43,064.62

Reusing D-MIC40SL from current system.

*** All Televic equipment requires the use of SHIELDED Cat5e or better cable. ***

*This quote is valid for sixty (60) days and does not include sales tax, GST, shipping or installation.
All transactions are in U.S. dollars (USD) and are shipped FOB from Sacramento, CA, USA.*

Televic US Corp • 4620 Northgate Blvd., Suite 120 • Sacramento, CA 95834 • 202.558.7006

Items		Sell Price	Qty	Total
	Televic MSRP Estimate MSRP quote for project quoted for the equipment and training	\$43,064.62	x1	\$43,064.62
	Wirepath WP-BPP-24 Rack Mount 24-port Blank Patch Panel (Black)	\$70.00	x1	\$70.00
	Structured Cable CAT6A-SH-JACK-WT Products (SCP) CAT6A SHIELDED 10GBASET RJ45 KEYSTONE JACK- 8P8C- FULL SHIELD- WHITE CLIP	\$15.00	x42	\$630.00
	Star Tech Cat6A 3Ft patch cables 3ft CAT6a Ethernet Cable - 10 Gigabit Shielded Snagless RJ45 100W PoE Patch Cord	\$8.50	x16	\$136.00
	Star Tech 6ft Cat6A patch cable 6ft CAT6a Ethernet Cable - 10 Gigabit Shielded Snagless RJ45 100W PoE Patch Cord	\$10.50	x16	\$168.00
	ICE Cable Cat 6A/Shielded/Blue 23awg, 4 Pr, Solid, Shielded, 10 Gig Ethernet, 500mhz, HDBaseT Certified <i>Shielded Cable for the Televic mic system</i>	\$650.00	x3	\$1,950.00
	Labor Hourly Labor Per tech <i>2 techs to rough wire terminate setup and test the system</i>	\$95.00	x36	\$3,420.00

Televic Mic and video System equipment and installation Total : \$49,438.62

Monthly Platinum Customer Club

Platinum Customer Club is a service that offers a 24/7 on call tech that is available to assist our customers with any questions or problems with any of the systems installed on the site. This is a special phone number that is only given to members and is posted on a Blue sticker installed to the equipment rack installed on site. This number is also included with the welcome email that is sent to the owner at the turn over of the systems to the owner or site manager. This information will also include all of the passwords and information for the systems installed for the site.

Mead PSA (Next Step Communications, LLC)

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/Services Name: Mead Town Hall Meeting Room Renovation

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-Tier ONE includes 24/7 phone support as normal business hours are 8-5 Monday through Friday so staff can call on evenings and weekends for any needed help.

-Tier one also includes up to 4 service calls or (truck Rolls) to the site if any equipment needs attention or if something can not be addressed over the phone.

-System firmware or updates are done on the equipment once a month after hours as to not take the systems down during business hours.

Tier TWO and THREE include additional truck rolls for the year advanced truck rolls to the site within 24 hours as well as discounts on any additional equipment purchases for the site or out of warranty equipment replacements.

Items		Sell Price	Qty	Total
	Labor Monthly Platinum Customer Club Tier Two	\$100.00	x0	\$0.00
	<i>24/7 Phone Tech Support- 8 truck roll service calls included a year- Premium Phone number Access- Priority Truck roll within 72 hours</i>			
	Labor Monthly Platinum Customer Club Tier Three	\$200.00	x0	\$0.00
	<i>Up to 4 cameras set up and onsite self monitoring notifications 24/7 Phone Tech Support- 12 Truck roll service calls or adjustments a year- Premium Phone Number- 10% off Future Equipment Purchase- Premium Truck roll within 24-48 hours</i>			

Monthly Platinum Customer Club Total : \$0.00

Financial Summary

Parts	\$78,254.12
Parts Total	\$78,254.12
Labor Total	\$15,350.00
Subtotal	\$93,604.12
Proposal Total	\$93,604.12

Payments

Payment Schedule

The equipment total amount is due so we can get all equipment ordered and lock the project in on our schedule for the install date that has been agreed upon with both parties. Final amount due due upon completion of the project as quoted no later than 30 days unless noted in writing.

-Any additional requests for equipment, labor and or materials that are not part of the estimate above may be done as a separate change order or the final invoicing will be adjusted. Late additions may or may not be completed at the same time as the original installation depending on the labor/materials and equipment of the request needed.

3% credit card processing fee on all credit card transactions for equipment/project deposits and or final payments over \$500.

Bank checking ACH transfers do not charge any fees done through Quick books option on invoice. (same as a check payment)

We do not take credit card payments over the phone for security and privacy reasons, all payments need to be done through Quickbooks invoicing please.

Any payments **NOT** received after 30 days from completion/invoicing date for final will start to occur late fees. Any payments on final balance due after 90 days without any written explanation to make payment arrangements will be turned over to collections.

-Any Platinum Customer Club service agreements will be billed on a monthly basis and if not paid by the next billing cycle, will start to occur a 10% per month fee. If the membership has gone over 3 months without payment the membership will be terminated and any service calls and or discounts will be charged plus truck roll fees for the time that would have been covered under the membership.

Questions on payment options and or invoicing Please contact our business manager for assistance.

Next Step Communications LLC.

Shannon Parmley

720-378-0908

Nextstepsparmley@gmail.com

Project Terms

All Labor, materials and equipment supplied by Next Step Communications is warrantied for 1 full year from the installation date unless otherwise noted. Any equipment and or system installation that has been changed from the original configuration can void the equipment's warranty if it is found to have caused damage or operation failure.

-Cancellation of installation of the project after the deposit has been made and equipment has been ordered will have a 30% restocking fee removed from the deposit amount and then remaining balance returned to the customer.

-If customer that has cancelled a previous installation re books the same installation as quoted within 30 days of cancellation Next Step will refund 25% of the fee amount and apply it back to the project and get the customer back on the schedule for installation.

-Depending on the type of monitoring be it self or 3rd part monitoring Next Step is not reliable for any damage or false notifications for sites as Next Step does not do any of the monitoring for the cameras or alarm systems at any sites.

-Contracts for off site monitoring are done on a yearly basis and billed on a monthly basis not to Next Step communications but a third party

service.

-Self onsite monitoring is the responsibility of the management or staff to react and or report any activity that needs attention.

Additional advanced 24/7 tech support for after hours and or weekends with our on call service is also available. This service comes with a separate high priority phone number and is reserved for our Preferred Platinum Customer Club.

This service is an optional monthly opportunity that offers Next Step professional on call services to paying customers that want to have our top notch services available to them 24/7 day or night and weekends. This program insures you the piece of mind knowing that someone is **available to you or your staff 24/7.**

Some of the other great advantages it offers on top of our already great customer service:

Depending on the service tier you choose 1,2 or 3.

- Up to 1 free site visit or service call per month at no additional charge with up to 2 hours to tighten up or trouble shoot something that needs addressed. Or just for help with new equipment given to you by your service provider or purchased and want to connect it to the systems in place or needed changes to the configuration.

-Up to 10% off all equipment purchased through Next Step for future additions and or upgrades to the homes systems.

-Needed system firmware updates onsite or offsite, checkups, equipment cleaning or setting up any additional advanced features.

-Within 24 hour truck roll to the site to fix any requests that can not be resolved over the phone with the on call tech (includes weekends).

-A typical minimum service truck roll includes up 2 hours on site normally a \$190 fee one free per month is included in our Platinum Customer Club Program depending on the package you are signed up for.

The Platinum Preferred Customer plan is at the bottom of your estimate and has 3 tiers depending on the coverage you feel would best fit your needs. like to enroll in this service please let me know as it will save you up to 10% on the quoted project equipment. We look forward to working with you on your project and taking your home to the Next Step.

If interested in our Platinum Customer club and want more information let us know we would love to make sure you receive the next Level of service you are looking for on top of our already great customer service.



March 21, 2023

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

RE: Next Step Communications – Sole Source Justification

Dear Ms. Migchelbrink,

Next Step Communications currently provides the Town with audio/video systems for Town Hall, Police and Public Works facilities. This includes providing equipment, wiring, and service on that equipment. They also provide materials, labor and testing of data cabling, new wire installation for audio/video/data, and phone infrastructure for building modifications, replacements, or new employees.

Based on Next Steps excellent performance and familiarity with the Town facilities and ongoing service needs the Town proposes to utilize them for installation of data cabling, microphones, and audio/visual cabling and hardware for the Board Room Conversion at Town Hall in accordance with the Town's sole source procurement policy. The justification includes the following:

1. Next Step is familiar with Town operations and business needs, software, and electrical systems based on their ongoing efforts at Town Hall, Public Works facility, Police facility, and 201 Welker.
2. Utilizing Next Step for the Board Room Conversion will ensure continuity and consistency with existing systems and will avoid having to bid out the project and possibly selecting a different firm to operate and serve Town Hall's Courtroom than operates and serves other Town buildings.
3. Next Step has prepared scope and pricing for the proposed installation, which has been reviewed by the Owner's Representative (Ditesco) and is in-line with the engineer's cost estimate.

The proposed contract totals \$93,604.12 This includes procurement and installation of the necessary cabling, microphones, and hardware. This is an anticipated budgeted item in the overall Courtroom remodel budget.

Sincerely,

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



Agenda Item Summary

MEETING DATE: March 27, 2023

SUBJECT: **Resolution No. 25-R-2023** – A Resolution of the Town of Mead, Colorado, Approving Settlements with Opioid Manufacturers and Distributors and Authorizing the Town Manager or her Designee to Execute Related Settlement Participation Forms

PRESENTED BY: Mary Strutt, Town Clerk / Treasurer

SUMMARY

Resolution No. 25-R-2023 (“Resolution”) delegates authority to the Town Manager to execute documents relating to disbursement of funds for the Colorado Opioid Settlements.

On October 25, 2021 the Board of Trustees adopted Resolution No. 59-R-2021 which approved the Colorado Opioids Settlement Memorandum of Understanding (“Colorado MOU”) between the Town, the State of Colorado, and other participating local governments. The Colorado MOU included settlements with the largest pharmaceutical distributors and manufacturers of opioids: Purdue Pharma, Mckinsey & Co., Johnson & Johnson, AmerisourceBergen, Cardinal Health and McKesson.

The State has reached new settlements with five additional opioid companies, including Teva Pharmaceutical Industries Ltd. (Teva); Allergan Finance, LLC/Allergan Limited (Allergan); Walmart Inc. (Walmart); CVS Health Corporation/CVS Pharmacy, Inc. (CVS); and Walgreen Co. (Walgreens). The Resolution approves the settlements with these entities and authorizes the Town Manager to execute all documents before the April 7, 2023 deadline.

In accordance with the Colorado MOU any funds distributed on behalf of the Town of Mead, will be distributed to Weld County to support county-wide opioid relief programs.

STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the March 27, 2023 consent agenda will approve this Resolution. If the item is pulled off of the consent agenda for additional discussion, Town Staff recommends the following motion:

Suggested Motion:

“I move to adopt Resolution No. 25-R-2023 – A Resolution of the Town of Mead, Colorado, Approving Settlements with Opioid Manufacturers and Distributors and Authorizing the Town Manager or her Designee to Execute Related Settlement Participation Forms.”

ATTACHMENTS

Resolution No. 25-R-2023
Colorado Local Government Opioid Participation Forms
Regional Allocation Element

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 25-R-2023**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING SETTLEMENTS
WITH OPIOID MANUFACTURERS AND DISTRIBUTORS AND AUTHORIZING THE
TOWN MANAGER OR HER DESIGNEE TO EXECUTE RELATED SETTLEMENT
PARTICIPATION FORMS**

WHEREAS, on October 25, 2021, the Board of Trustees approved the Colorado Opioids Settlement Memorandum of Understanding (“Colorado MOU”) between the Town, the State of Colorado, and other participating local governments; and

WHEREAS, the Colorado MOU establishes the framework for distributing and sharing proceeds of settlements with opioid distributors and manufacturers payable to the State and local governments; and

WHEREAS, pursuant to the Colorado MOU, 20% of Colorado’s settlement proceeds from qualifying opioid-related settlements will be distributed directly to participating local governments in accordance with the percentage shares set forth in the Colorado MOU; and

WHEREAS, the State has reached new settlements with five opioid companies, including Teva Pharmaceutical Industries Ltd. (Teva); Allergan Finance, LLC/Allergan Limited (Allergan); Walmart Inc. (Walmart); CVS Health Corporation/CVS Pharmacy, Inc. (CVS); and Walgreen Co. (Walgreens); all of the proceeds of which are subject to distribution in accordance with the Colorado MOU; and

WHEREAS, should the Town participate in the settlements, preliminary estimates indicate that Region 3 (Weld County) may receive total new allocations in excess of seven million dollars (\$7,000,000) assuming maximum local government participation; and

WHEREAS, the Board of Trustees desires to participate in the settlements with Teva, Allergan, Walmart, CVS, and Walgreens in order to ensure the receipt of settlement proceeds in accordance with the Colorado MOU for the purpose of assisting Region 3 (Weld County) with taking actions to abate the opioid epidemic.

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

Section 1. The settlements with Teva, Allergan, Walmart, CVS, and Walgreens identified in the attached Subdivision and Special District Settlement Participation Forms, Subdivision Participation Form, and Subdivision Participation and Release Forms attached hereto and incorporated by reference are hereby approved.

Section 2. The Board of Trustees hereby authorizes the Town Manager, or the Town Manager’s designee(s), to execute the Subdivision and Special District Settlement Participation Forms, Subdivision Participation Form, and Subdivision Participation and Release Forms in substantially the same form as attached hereto and to take all actions necessary to timely submit the same to the State of Colorado on or before the April 7, 2023 deadline.

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 27th DAY OF MARCH, 2023.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

Attachment(s):

Colorado Local Government Opioid Participation Forms (16 pages)
Regional Allocation Estimates (2023) (1 page)

Colorado Local Government Opioid Participation Forms:

Please review, complete & sign **the five** Participation Forms and either:

- 1) **Upload with this Google Form**
<https://forms.gle/2qVN2xxkVXsg3mvi7>
- 2) **Or send to Opioids@coag.gov**

Participation Forms are due by no later than April 7th, 2023

Attachment A: Teva Settlement Participation Form

Attachment B: Allergan Settlement Participation Form

Attachment C: Walmart Settlement Participation Form

Attachment D: CVS Settlement Participation Form

Attachment E: Walgreens Settlement Participation Form

Please reach out to Opioids@coag.gov if you have any questions or need assistance.

Attachment A: Teva Settlement Participation Form

Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.

8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Attachment B: Allergan Settlement Participation Form

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.

I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Attachment C: Walmart Settlement Participation Form

EXHIBIT K

Subdivision Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 (“Walmart Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.

11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.

11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Colorado Opioid Settlement Distribution Funds -
Teva, Allergan, CVS, Walgreens, & Walmart Settlements

Estimated Allocation to Regions for maximum Local Government Participation

Account	Total New Regional Allocations	Teva Regional Total (13 years)	Allergan Regional Total (7 years)	CVS Regional Total (10 years)	Walgreens Regional Total (14 years)	Walmart Regional Total (6 years)
Region 1- Northwest	\$ 2,085,632.32	\$ 408,470.42	\$ 243,347.22	\$ 540,311.87	\$ 587,532.57	\$ 305,970.24
Region 2- Larimer	\$ 11,406,887.39	\$ 2,234,035.19	\$ 1,330,931.83	\$ 2,955,111.76	\$ 3,213,374.58	\$ 1,673,434.03
Region 3- Weld	\$ 7,046,017.27	\$ 1,379,960.20	\$ 822,114.60	\$ 1,825,368.11	\$ 1,984,896.66	\$ 1,033,677.70
Region 4- Northeast	\$ 3,563,677.51	\$ 697,945.09	\$ 415,802.47	\$ 923,219.88	\$ 1,003,904.95	\$ 522,805.12
Region 5- I-70 Mountain	\$ 3,806,377.72	\$ 745,477.83	\$ 444,120.21	\$ 986,094.74	\$ 1,072,274.76	\$ 558,410.18
Region 6- Boulder	\$ 13,313,880.96	\$ 2,607,519.25	\$ 1,553,435.86	\$ 3,449,144.80	\$ 3,750,583.77	\$ 1,953,197.28
Region 7- Broomfield	\$ 1,745,785.73	\$ 341,911.57	\$ 203,694.64	\$ 452,269.91	\$ 491,796.16	\$ 256,113.45
Region 8- Adams	\$ 20,147,580.66	\$ 3,945,897.12	\$ 2,350,777.69	\$ 5,219,509.11	\$ 5,675,669.56	\$ 2,955,727.18
Region 9- Arapahoe	\$ 21,779,095.73	\$ 4,265,428.82	\$ 2,541,139.46	\$ 5,642,175.62	\$ 6,135,275.14	\$ 3,195,076.69
Region 10- GROC	\$ 18,794,619.32	\$ 3,680,920.08	\$ 2,192,916.98	\$ 4,869,005.78	\$ 5,294,533.90	\$ 2,757,242.58
Region 11- Denver	\$ 26,157,497.56	\$ 5,122,937.40	\$ 3,052,002.25	\$ 6,776,461.11	\$ 7,368,691.81	\$ 3,837,404.99
Region 12- Douglas	\$ 8,428,267.93	\$ 1,650,673.54	\$ 983,392.72	\$ 2,183,459.24	\$ 2,374,283.27	\$ 1,236,459.16
Region 13- Mesa	\$ 5,667,938.87	\$ 1,110,063.99	\$ 661,323.28	\$ 1,468,357.87	\$ 1,596,685.41	\$ 831,508.32
Region 14- SWCORC	\$ 3,188,916.40	\$ 624,548.24	\$ 372,076.11	\$ 826,132.84	\$ 898,332.96	\$ 467,826.25
Region 15- Central Region	\$ 2,818,547.64	\$ 552,011.64	\$ 328,862.26	\$ 730,183.71	\$ 793,998.31	\$ 413,491.72
Region 16- El Paso/Teller	\$ 28,919,171.73	\$ 5,663,810.38	\$ 3,374,228.63	\$ 7,491,910.95	\$ 8,146,668.60	\$ 4,242,553.17
Region 17- SWORD	\$ 3,303,420.85	\$ 646,973.90	\$ 385,436.26	\$ 855,796.80	\$ 930,589.41	\$ 484,624.48
Region 18- San Luis Valley	\$ 2,521,400.74	\$ 493,815.51	\$ 294,191.77	\$ 653,203.69	\$ 710,290.63	\$ 369,899.14
Region 19- Southeast	\$ 15,589,254.70	\$ 3,053,150.49	\$ 1,818,921.69	\$ 4,038,611.78	\$ 4,391,567.41	\$ 2,287,003.33
Total	\$ 200,283,971.03	\$ 39,225,550.66	\$ 23,368,715.93	\$ 51,886,329.57	\$ 56,420,949.86	\$ 29,382,425.01



Agenda Item Summary

MEETING DATE: March 27, 2023

SUBJECT: **Resolution No. 26-R-2023** – A Resolution of the Town of Mead, Colorado, Revising the Police Department Fee Schedule and Updating the Town Comprehensive Fee Schedule

PRESENTED BY: Brent Newbanks, Chief of Police

SUMMARY

Staff is recommending the approval of an updated fee schedule for police records requests. This includes an agreement for the outsourcing of the redaction of video. This is primarily for body camera video that requires redaction prior to release.

FINANCIAL CONSIDERATIONS

The costs of records retrieval and release have been evaluated and recommended revisions are shown in the attached fee schedule. The current fee schedule is attached for easy reference.

The cost for in-house video redaction is set at \$100 to \$168 per hour of video. This is based on a minimum of three hours at \$33.58 per hour of video for redaction. The limitation of 2 hours for in-house redaction is based on the availability of current staff to provide redaction services in a timely manner. The costs for outsourced video redaction is set at a minimum of \$350 and maximum of \$550 per hour of video. This is proposed to be passed on to the requestor, as indicated in the fee schedule.

Current state statute allows for municipalities to collect up to \$33.58 per hour in records retrieval for CORA requests and reasonable fees for CCJRA requests.

STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the March 27, 2023, consent agenda will approve this Resolution. If the item is pulled off the consent agenda for additional discussion, Town Staff recommends the following motion:

Suggested Motion:

“I move to adopt Resolution No. 26-R-2023 – A Resolution of the Town of Mead, Colorado, Revising the Police Department Fee Schedule and Updating the Town Comprehensive Fee Schedule.”

ATTACHMENTS

Resolution No. 26-R-2023

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 26-R-2023**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, REVISING THE
POLICE DEPARTMENT FEE SCHEDULE AND UPDATING THE TOWN
COMPREHENSIVE FEE SCHEDULE**

WHEREAS, the Town of Mead (“Town”) is authorized under Article 15 of Title 31 of the Colorado Revised Statutes to exercise its general police and financial powers; and

WHEREAS, such powers include but are not limited to the ability to impose and collect fees for the processing of licenses and applications, the performance of other administrative services, and collection of fines and fees for violations of the Mead Municipal Code; and

WHEREAS, the Town Board of Trustees adopted Ordinance No. 941, which authorizes the Town to establish fees, charges and assessments for permits, licenses and services to cover the reasonable costs and expenses incurred by the City in administering Town programs and services and amend such fees and charges from time to time by resolution; and

WHEREAS, the Town Board of Trustees adopted Resolution No. 08-R-2022 on January 10, 2022, adopting a Police Department Fee Schedule, in accordance with its general police and financial powers; and

WHEREAS, the Board of Trustees desires to revise the Police Department Fee Schedule and incorporate the revised Police Department Fee Schedule into the Town of Mead’s Comprehensive Fee Schedule.

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

Section 1. Mead Police Department Fee Schedule. The Board of Trustees hereby: (a) adopts the Police Department Fee Schedule (“PD Fee Schedule”), attached hereto as **Exhibit 1**; and (b) directs Town staff to take all steps necessary to include the PD Fee Schedule into the Town of Mead’s Comprehensive Fee Schedule and implement the PD Fee Schedule to take effect on the effective date set forth in Section 2 of this resolution.

Section 2. Effective Date. This Resolution shall become effective on **April 1, 2023**.

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 27TH DAY OF MARCH 2023.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

EXHIBIT 1

POLICE DEPARTMENT FEE SCHEDULE
(effective April 1, 2023)

[see attached document]



FEE SCHEDULE

All criminal justice records are released in accordance with Colorado Revised Statutes, Open Records Act, Criminal Justice Records Act, Fees Authorized, 24-72-205(5)(a), C.R.S., section 24-72-306, C.R.S., and other applicable law. Records may be denied for release due to confidentiality of information or other statute mandates.

All minimum initial fees are to be paid as a deposit before the requested service is started. Initial fees (deposits) are not refunded if the release of the requested record is denied.

Research, Retrieval, Compilation & Redaction (Non-Video)	\$33.58/hour (first hour waived)
Reports	\$7.50 (up to 10 pages) \$0.25 per additional page
Video, Audio, Photocopies (1 CD or DVD included)	\$25.00 per CD plus \$33.58 for each hour of review / copying / handling
Sex Offender Registration	\$75 new, \$25 annual or quarterly
VIN Checks	\$20.00 (waived for residents)
Warrant Surcharge, each	\$50.00
Certified Copies	\$1.00 per page
Video Redaction Fee (Body Worn Camera, Etc)	Up to 2 hours of total video = \$100 to \$168 per hour of video (actual cost) Greater than 2 hours of total video = \$350 to \$550 per hour of video, depending on complexity (actual cost)
Additional Cost for Media (CD, DVD, USB Drive)	Costs vary depending on storage required. (actual cost)
Special Events Fees	
Officer	\$90 per hour
Supervisor	\$105 per hour
Deposit required when cost is estimated to be \$50.00 or more.	Minimum total of request.



Agenda Item Summary

MEETING DATE: March 27, 2023

SUBJECT: Combined Public Hearing: Turion South Planned Unit Development (PUD)
Zoning and Development Agreement Pertaining to Vested Property Rights

PRESENTED BY: Jason Bradford, AICP, Community Development Director

SUMMARY

- **Ordinance No. 1025** – Approving the PUD with Standard Conditions
- **Ordinance No. 1026** – Approving the Development Agreement Pertaining to Vested Property Rights

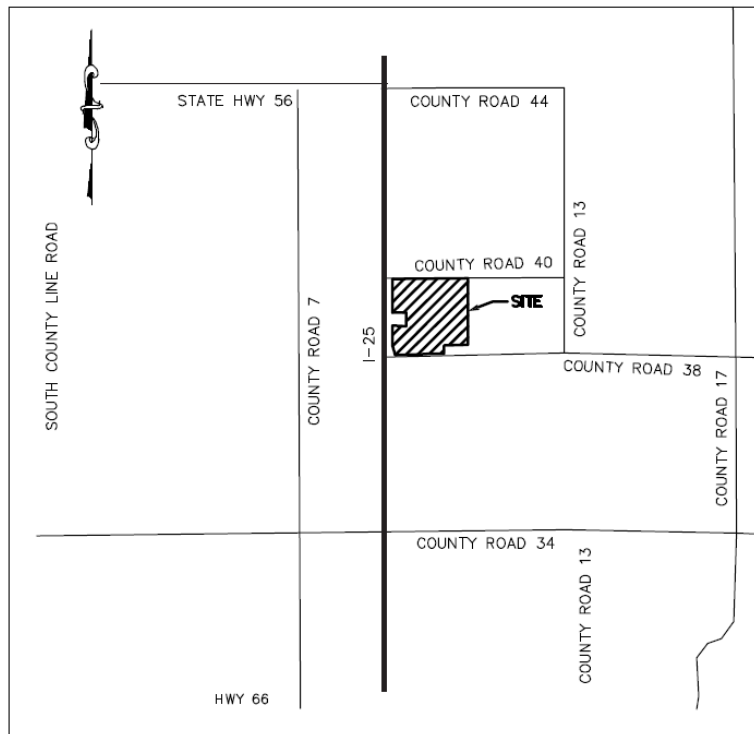
Front Range Investment Holdings, LLC, a Colorado limited liability company (the “Applicant” and “Property Owner”) is seeking a proposed zoning amendment (the “Proposed Rezoning”) as set forth in the Turion South Planned Unit Development (PUD) document and the Turion South Regulatory Procedures document (collectively, the “Turion South PUD”) to create a master planned community that will include a mix of housing options; parks, trails, and open space areas; and commercial uses. The Proposed Rezoning would apply to property generally located east of I-25, north of Weld County Road 38 (WCR 38), south of WCR 40, and west of the WCR 11 roadway alignment, consisting of approximately 595.31 acres, as more particularly described in the Turion South PUD (the “Property”).

In addition, the Applicant has submitted an application to the Town for approval of vested property rights in accordance with Article V of Chapter 16 of the *Mead Municipal Code* (“MMC”).

Specifically, the Applicant requests that the Board of Trustees review and approval of that certain DEVELOPMENT AGREEMENT PERTAINING TO VESTED PROPERTY RIGHTS, a copy of which is attached to this Ordinance No. 1026 as Exhibit 1 (the “Development Agreement”).

The public hearing on the Proposed Rezoning and the Development Agreement (creating vested property rights) was originally scheduled for February 13, 2023. The February 13th public hearing was opened and continued to March 27, 2023, in order to permit the Town staff and Applicant additional time to finalize the Development Agreement.

A vicinity map of the Property is included at the top of page two of this *Agenda Item Summary* below.

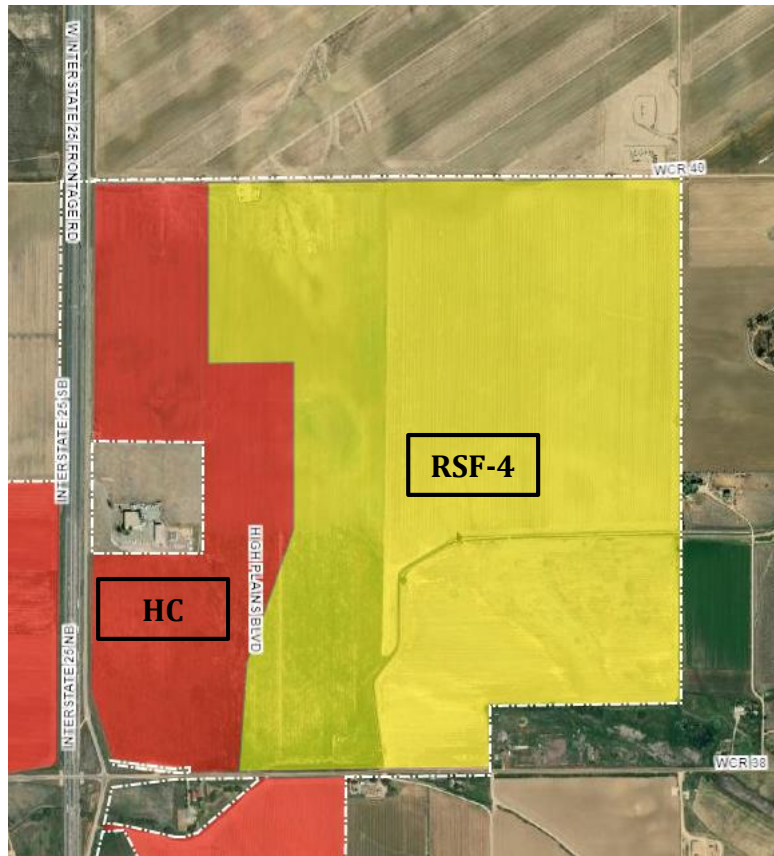


Vicinity Map

OVERVIEW

The Turion development includes both the Property (595 acres of property located in Mead) and 1,604 of adjacent property located in the Town of Berthoud. Currently, the Property primarily consists of vacant and agricultural land uses, with oil and gas facilities throughout the Property. The surrounding land is mostly agricultural, with a similar PUD zoning designation for the adjacent land to the north of CR40, which is located within the Town of Berthoud.

The current zoning designation of the Property consists of Highway Commercial (HC) over the western portion of the Property, and Residential Single Family District (RSF-4) over the eastern portion of the Property.

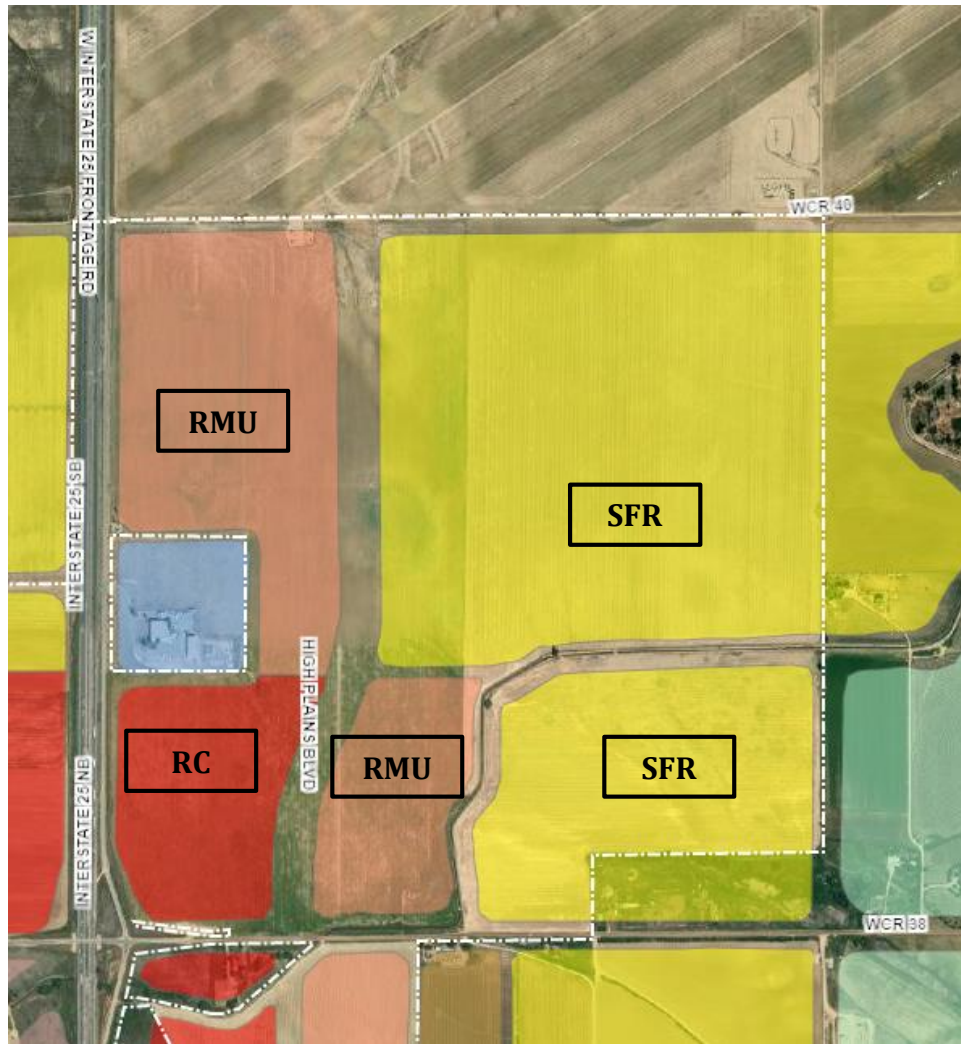


The Property borders property zoned PUD within the Town of Berthoud to the north, and properties zoned Agricultural within unincorporated Weld County to the east, south, and west. A portion of the western and southern Property boundaries are also adjacent to land within the Town of Mead zoned within the HC District, which is intended to accommodate retail, office and service uses.

The Turion South PUD provides the lowest density residential housing along the eastern boundary of the Property, and then gradually increases residential density as the development moves west, with the highest density and commercial uses along Interstate 25. This transition provides a buffer between the commercial and higher density residential and surrounding uses through the development of lower density residential uses to the east, as well as planned parks and open space along the southern and eastern boundaries of the Property.

The Proposed Rezoning provides several benefits to the public, including the addition of commercial and retail space to serve the area. The Turion South PUD also incorporates a mix of housing types to accommodate a variety of housing needs. In addition, the Turion South PUD proposes parks and open spaces, including multi-use trails throughout the Property that will provide connections throughout the community and to area trail systems.

The 2018 Mead Comprehensive Plan (“Comprehensive Plan”) designates the Property as being appropriate for the Single-Family Residential (SFR), Residential Mixed-Use (RMU), and Regional Commercial (RC) land use categories.



The SFR land use category corresponds to the RSF-4 zone district. The desired development pattern for this land use category includes clustered, medium-density, single-family residential development with a density of up to four (4) dwelling units per acre. The SFR land use category is intended to promote stable, well-established neighborhoods with a mix of densities.

The RMU land use category corresponds to multifamily residential zone districts (RMF-8 and RMF-14), and single-family residential zone districts (RSF-4). The desired development pattern for the RMU land use category anticipates a wide range of residential densities and scales, including large lot, single family (attached and detached), multifamily, and senior housing.

The RC land use category corresponds to the highway commercial (HC) zone district. The desired development pattern for this land use category includes larger footprint commercial, retail, office, and service land uses that are oriented to the traveling public and serving a regional market. This land use category is intended to promote well-designed development and encourages a wide range of complementary uses.

REVIEW CRITERIA

CRITERIA FOR AMENDMENTS TO THE OFFICIAL ZONING MAP

Zoning amendments may occur when a property owner requests to change the zoning of a property

from one designation to another. Per Mead Municipal Code (“Code”) Section 16-3-160 (e) *Criteria for amendments to the official zoning map*, the following criteria are used to review a zoning amendment application, and only one must be satisfied:

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

REQUIREMENTS FOR ESTABLISHMENT OF A PLANNED UNIT DEVELOPMENT OVERLAY

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

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

STAFF REVIEW AND ANALYSIS (PROPOSED REZONING)

Staff's review and analysis of the criteria as applied to the PUD are below:

Per Code Section 16-3-160 (e) *Criteria for amendments to the official zoning map*, the following

criteria are used to review a zoning amendment application, and applications must meet only one of the following:

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

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

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

The Proposed Rezoning is consistent with the Comprehensive Plan Future Land Use Plan for this area. The planning areas incorporated into the Turion South PUD substantively align with the land use categories set forth by the Comprehensive Plan and, as proposed, will provide a mix of residential densities that increases in density as the development moves from east to west towards Interstate 25, and commercial uses along the western boundary of the Property.

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

There are no errors related to the established zoning for this Property and the existing zoning designations of Residential Single Family- 4 (RSF-4) and Highway Commercial (HC) are consistent with the Comprehensive Plan. The proposed PUD overlay zone would establish land uses that are generally consistent with the Comprehensive Plan designation for this Property.

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

The Comprehensive Plan anticipated the uses that are proposed as part of the Proposed Rezoning, and the Proposed Rezoning is consistent with the policies and goals of the Comprehensive Plan. In addition, the Proposed Rezoning would specifically further the following goals, policies, and strategies set forth by the Comprehensive Plan as described below:

Small Town Community Character Goal 2: Work to ensure the development in gateway corridors, such as I-25, Highway 66, WCR 7 and Welker Avenue, promotes a positive first impression of the Town (Comprehensive Plan, pg. 15). The intersection of Interstate 25 and Weld County Road 38, which is located at the southwest corner of the Property, is designated as a Secondary Gateway in the Future Land Use Plan. The Turion South PUD proposes to enhance the natural landscape and encourage high quality development along the Interstate I-25 corridor.

Diverse Economy Goal 4: Encourage and develop mixed-use centers in strategic locations—especially near Downtown—to support commercial and civic uses, promote walkability and bikeability, and provide for a variety of housing options (Comprehensive Plan, pg. 21). The Proposed Rezoning implements Policy 4B of Diverse Economy Goal 4, which seeks a mix of housing types in new mixed-use developments, and Strategy 4B-1 to encourage developments over a certain acreage to include a range of housing units and sizes that can accommodate working families and young professionals, as well as units that seniors can age into. The Turion South PUD proposes a community that will provide a variety of lot sizes and feature a mixture of housing options, including but not limited to detached single family, attached single family, and townhome dwelling units, as well as multifamily housing.

Diverse Economy Goal 5: Support population growth to build a trade area that can support critical retail thresholds. Meanwhile, bolster resident-serving amenities for current residents to attract future populations (Comprehensive Plan, pg. 21). Policy 5B of Diverse Economy Goal 5 seeks to ensure a “mix of housing types.” The Turion South PUD contemplates a mix of residential types

throughout the Property to accommodate a variety of housing needs. In addition, the neighborhood commercial planning area will support Strategy 5A-1, which encourages “the inclusion of small commercial nodes with neighborhood-serving uses” by providing opportunities for strip-style, mixed-use, and pad site commercial and retail space.

Friendly Neighborhoods Goal 1, Policy 1C: Promote new residential development projects that create a diverse range of attainable housing opportunities in vibrant, accessible neighborhoods. Ensure that all new housing projects are developed to create a sense of community and are compatible with the existing character of the surrounding area (Comprehensive Plan, pg. 25). The Turion South PUD provides for a mix of residential types and lot sizes that will provide a range of housing opportunities. Additionally, the Turion South PUD reinforces the intent to incorporate the character of the surrounding area by emphasizing an “appreciation for the natural landscape and history of the site by preserving land for parks and open space and promoting development that enhances the natural landscape.”

Dynamic Parks, Recreation and Open Space Goal 1, Policy 1D: Develop a network of pocket, neighborhood, community and regional parks and associated trails and open space as the community grows, based on a level of service benchmarks identified in the 2011 Open Space, Parks and Trails Master Plan (Comprehensive Plan, pg. 34). The Turion South PUD provides for a network of open space areas, greenbelts and trail connections that will form an open space system. These will be designed to interconnect various land uses within the Property and to a regional trail system (Turion South PUD, pg. 12).

Expansive Natural and Agrarian Setting Goal 1: Promote the efficient management of water, energy and waste through a cohesive sustainability program that represents the values of the Mead Community (Comprehensive Plan, pg. 36). The Turion South PUD will showcase a “commitment to sustainability through multiple methods,” such as sustainable storm drainage and stormwater strategies, and on-site renewable energy (Turion South PUD, pg. 10). The Turion South PUD also “incorporate(s) the use of water conservation,” including, but not limited to, the use of high-performance plumbing fixtures, native and drought resistant plant material, and efficient irrigation systems (Turion South PUD, pg. 1).

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

The area in question has not changed significantly since the Comprehensive Plan was adopted in 2018. As such, this criterion is not applicable to this application.

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

The Turion South PUD promotes a mix of uses throughout the Property, including a variety of housing types and commercial uses. In addition, the Turion South PUD proposes an innovative community and development that will enhance the natural landscape.

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

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

The Turion South PUD describes how it will depart from the standards of the Code, including

dimensional standards for setbacks, maximum height, and densities, permitted uses as well as review and approval processes. The Turion South PUD will create a master planned community that will provide a mix of housing options, including single and multifamily residential, open space areas for parks and trail corridors, and dedicated space for neighborhood commercial and retail centers.

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

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

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

The Turion South PUD sets forth the allowable uses for each planning area within the Turion South PUD (pgs. 10–11). The uses generally comply with the Comprehensive Plan’s Future Land Use Plan and the land use categories for the Property described in the Comprehensive Plan, including:

Single Family Residential (“SFR”). The SFR land use category corresponds to the RSF-4 District zoning and anticipates clustered, medium density single family residential development with a density of up to four (4) units per acre. The SFR land use category is intended to promote stable well-established neighborhoods with a mix of densities.

The Turion South PUD complies with the Comprehensive Plan and provides for a mix of densities within the portions of the Property that are designated as the SFR land use category. The Turion South PUD provides for lower density single family residential units along the easternmost portion of the Property, and gradually increases residential density as the development nears the future Weld County Road 9.5 extension (known as High Plains Boulevard) to the west.

Residential Mixed Use (“RMU”). The RMU land use category corresponds to residential multifamily districts (RMF-8 and RMF-14 zone districts) and the RSF-4 District zoning. The RMU land use category anticipates a wide range of density and scale including large lot, single family (attached and detached), multifamily, and senior housing.

The Turion South PUD complies with the Comprehensive Plan for the portions of the Property designated as the RMU land use category. The northwestern portion of the Property is designated as the Mixed-Use planning area under the proposed Turion South PUD. This planning area is intended to be the most flexible use area within the Turion South PUD and is planned to contain the widest variety of uses. This planning area is planned to be the primary location for commercial, retail, office, and industrial uses, and allows for townhomes, two-family dwellings, multifamily dwellings, as well as ancillary dwelling units and live/work units. The portion of the Property designated as RMU along the southern boundary of the Property is within the High-Density subarea of the Residential planning area. As stated, the RMU land use category anticipates a range of density and scale for residential uses, and the High-Density subarea of the Residential planning area permits a higher density of dwelling units per gross acre (16 units per gross acre) than the Low and Medium Density subareas (6 and 12 units per gross acre, respectively).

Regional Commercial Mixed Use (“RC”). The RC land use category corresponds to the HC District zoning. The RC land use category anticipates larger footprint commercial uses, retail, office, and service uses oriented to the traveling public and serve a regional market. This land use category is intended to promote well-designed development and reflect the difference in traffic volumes and

accessibility at these locations, and to encourage a wide range of complementary uses that can share access.

The Turion South PUD complies with the Comprehensive Plan for the RC land use category by locating the Neighborhood Commercial planning area in the southwest corner of the Property. This planning area is intended to be the location of community mixed-uses and commercial uses.

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

The mix of housing types and the proposed commercial development substantively complies with the Comprehensive Plan, which identifies these uses on its Future Land Use Plan Map. Total densities for each planning area are identified within the Turion South PUD. The capacity of streets and other public utilities will be addressed through the Town's land use review process.

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

The Turion South PUD provides modifications to the Code standards to provide a development that exceeds the development standards provided under the Code. The Proposed Rezoning will allow for a master planned community that will integrate the anticipated uses identified by the future land use plan under the Comprehensive Plan, including a mix of residential uses and a commercial node at the southwest corner of the Property.

STAFF REVIEW AND ANALYSIS (DEVELOPMENT AGREEMENT)

As set forth above, the Development Agreement is attached as Exhibit 1 to Ordinance No. 1026.

The main purposes of the Development Agreement include: (1) to approved vested property rights for the Turion South PUD, consistent with state law and the MMC; and (2) to approve a form subdivision improvement agreement (SIA) for the Turion South PUD.

As set forth in the Development Agreement, the Applicant is requesting a vesting period of 25 years. Specifically, the period of vested property rights will commence on the effective date of the Development Agreement and will continue through and including the twenty-fifth (25th) anniversary of the date of final, non-appealable approval of the first final plat within the Property, but in no event shall the vesting period extend beyond thirty-five (35) years following the Effective Date. The Applicant is requesting the 25-year period of vesting (following the final non-appealable approval of the first final flat within the Property) pursuant to Sec. 16-5-100 of the MMC, which permits applicants to request vested property rights for a period of time exceeding three (3) years, where such extended period is warranted in light of all relevant circumstances, including, but not limited to, the size and phasing of development, economic cycles, and market conditions.

Colorado's Vested Rights Property Statute, C.R.S. §§ 24-68-101, et seq. ("Vested Rights Property Statute") authorizes local governments to enter into development agreements with landowners providing that a landowner's rights shall be vested for a period exceeding three (3) years, if such period is warranted in light of all relevant circumstances. Sec. 16-5-100 of the MMC is consistent with the Vested Rights Property Statute. C.R.S. § 24-68-104 requires that development agreements establishing a vested rights period exceeding three (3) years be adopted as legislative acts subject to referendum. This language is also included in Sec. 16-5-100 of the MMC.

Vested property rights confer on a landowner the right to undertake and complete the development and use of specifically defined property under the terms and conditions of the site-specific development plan.

Pursuant to Sec. 16-5-20 of the MMC, a development agreement constitutes a site specific development plan which may establish vested property rights.

Sec. 16-5-40 of the MMC requires at least 21 days' advance notice of the time and place of the hearing regarding the establishment of vested property rights by publication. In this case, public notice of the

hearing regarding the establishment of vested property rights was given on January 11, 2023, at least 21 days ahead of the original February 13, 2023 public hearing.

Community Development staff has analyzed the vested property rights application and the period of vesting requested in the Development Agreement. Staff finds that the period of vesting set forth in the Development Agreement is warranted considering all relevant circumstances, including the size of the Property, economic cycles and market conditions, and that development of Property for the uses contemplated in the Turion South PUD will take more than three (3) years to complete.

Staff further finds that approval of the Development Agreement will: (1) provide for orderly and well-planned growth within the Town, (2) promote economic development and stability within the Town, (3) ensure reasonable certainty, stability and fairness in the land use planning process, (4) secure the reasonable investment-backed expectations of the Applicant, and (5) foster cooperation between the Town and Applicant in the area of land use planning and development.

Staff recommends approval of the Development Agreement.

FINANCIAL CONSIDERATIONS

In addition to property, sales, and uses, taxes that will be generated by the development of the Property; the Town will collect impact fees as the homes and businesses are constructed. These impact fees will fund Town infrastructure and other capital construction projects, including roads and drainage, cultural and recreation facilities, and parks, trails, and open space. The St. Vrain Valley School District will also collect fees for each dwelling unit that is construction and land will be dedicated (or a fee-in-lieu will be paid) for the construction of schools.

<u>Development Type</u>	<u>Police</u>	<u>Municipal Facilities</u>	<u>Parks</u>	<u>Storm Drainage & Streets</u>	<u>Total Fee</u>
<u>Residential (per unit)</u>					
Single Family Detached	\$540	\$4,735	\$2,921	\$6,552	\$14,748
Single Family Attached	\$540	\$4,735	\$2,921	\$5,156	\$13,352
Multi-Family	\$274	\$2,408	\$1,486	\$4,502	\$8,670
<u>Nonresidential (per 1,000 s.f. or per room/unit for lodging)</u>					
General Retail/Commercial	\$213	\$1,163	NA	\$4,267	\$5,643
RV Park	\$213	\$1,163	NA	\$3,395	\$4,771

Lodging	\$213	\$1,163	NA	\$1,191	\$2,567
Office & Institutional	\$270	\$1,477	NA	\$3,095	\$4,842
Industrial	\$105	\$577	NA	\$1,723	\$2,405

STAFF RECOMMENDATION/ACTION REQUIRED

The Planning Commission held a public hearing on January 18, 2023. At that meeting, the Planning Commission passed a resolution recommending approval of the Proposed Rezoning.

On February 13, 2023, the originally scheduled Board of Trustees meeting was continued to March 27th in order to provide additional time for the Town staff and the Applicant to discuss terms of the Development Agreement.

Following the conclusion of the March 27, 2023 consolidated Public Hearing, the Board of Trustees may approve, approve with conditions, or deny the Proposed Rezoning and may approve, approve with conditions, or deny the Development Agreement Pertaining to Vested Property Rights.

Pursuant to Sec. 16-3-160 of the Code, the Proposed Rezoning has been referred to the Board of Trustees for review. Public notices for the public hearing have been provided in accordance with all applicable requirements.

The proposed PUD is intended to encourage innovative land planning and site design concepts that will implement the goals and policies of the Town and is consistent with the Comprehensive Plan vision and Future Land Use Plan. Staff recommends approval of the Turion South PUD with standard conditions.

As set forth above, Staff also recommends approval of the Development Agreement Pertaining to Vested Property Rights.

Suggestions motions follow on the next page.

Suggested Motion(s):

Proposed Rezoning

“I MOVE TO APPROVE ORDINANCE NO. 1025, AN ORDINANCE OF THE TOWN OF MEAD, COLORADO APPROVING THE TURION SOUTH PLANNED UNIT DEVELOPMENT (PUD) ZONING AMENDMENT WITH STANDARD CONDITIONS, BASED ON THE FINDINGS SET FORTH IN THE *AGENDA ITEM SUMMARY* REPORT PREPARED FOR THE MARCH 27, 2023, CONTINUED PUBLIC HEARING AND OTHER EVIDENCE CONSIDERED AT THE HEARING.”

Development Agreement

“I MOVE TO APPROVE ORDINANCE NO. 1026, AN ORDINANCE OF THE TOWN OF MEAD, COLORADO APPROVING THE DEVELOPMENT AGREEMENT PERTAINING TO VESTED PROPERTY RIGHTS WITH FRONT RANGE INVESTMENT HOLDINGS, LLC, BASED ON THE FINDINGS SET FORTH IN THE *AGENDA ITEM SUMMARY* REPORT PREPARED FOR THE

MARCH 27, 2023, CONTINUED PUBLIC HEARING AND OTHER EVIDENCE CONSIDERED AT THE HEARING.”

ATTACHMENTS

- Planning Commission Resolution No. 02-PC-2023, recommending approval of the PUD
- Ordinance No. 1025 Approving the PUD with Standard Conditions
 - **Exhibit 1** to Ordinance (Turion South PUD)
 - **Exhibit 2** to Ordinance (Turion South Regulatory Procedures)
- Ordinance No. 1026 Approving the Development Agreement Pertaining to Vested Property Rights
 - **Exhibit 1** to Ordinance (Development Agreement)
- Letter of Opposition (Mr. and Mrs. Martini)

**TOWN OF MEAD, COLORADO
PLANNING COMMISSION
RESOLUTION NO. 02-PC-2023**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE TOWN OF
MEAD, COLORADO RECOMMENDING APPROVAL OF THE ZONING
AMENDMENT FOR A PLANNED UNIT DEVELOPMENT (PUD), KNOWN AS
THE TURION SOUTH PUD**

WHEREAS, in accordance with Section 16-3-160 of the Mead Municipal Code (“MMC”), Front Range Investment Holdings, LLC (the “Applicant” and the “Owner”) submitted an application to amend the official Town zoning map and rezone certain real property generally known as the Turion South Property, consisting of approximately 595.31 acres, more or less, and which is described in **Exhibit 1** attached hereto (the “Property”); and

WHEREAS, the Property is currently zoned as Residential Single-Family District (RSF-4) and Highway Commercial (HC); and

WHEREAS, the Applicant is seeking an amendment to rezone the Property to Planned Unit Development Overlay, as further described in the Turion South PUD, attached hereto as **Exhibit 1**, and which includes the Turion South Regulatory Procedures document, attached hereto as **Exhibit 2**; and

WHEREAS, the Town of Mead’s 2018 Comprehensive Plan, designates the Property as being appropriate for the Single-Family Residential (SFR), Residential Mixed-Use (RMU), and Regional Commercial (RC) land use categories per the Future Land Use Plan; and

WHEREAS, in accordance with Sections 16-3-160 and 16-8-90 of the MMC, the Planning Commission held a duly noticed public hearing on January 25, 2023, to review and consider the proposed Turion South PUD, which hearing was postponed/continued from the January 18, 2023 Planning Commission meeting due to inclement weather; and

WHEREAS, the Planning Commission determined that the Turion South PUD satisfies the standards and requirements set forth in the MMC; and

WHEREAS, the Planning Commission has reviewed the PUD, and other materials distributed to the Planning Commission by Town Staff at or prior to the public hearing meeting, and desires to recommend approval of the PUD with conditions to the Board of Trustees.

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

Section 1. The Planning Commission finds that the public hearing on the proposed Turion South PUD was conducted in accordance with Section 16-3-160 of the MMC.

Section 2. The Planning Commission recommends approval of the proposed Turion South PUD, in substantially the form attached hereto as **Exhibits 1 and 2**, based on a determination that the applicable review criteria set forth in Sections 16-3-160 and 16-3-30 of the MMC have been satisfied, subject to the following conditions:

1. The Applicant/Owners shall pay all fees and costs incurred by the Town and its consultants, including without limitation legal fees and costs, for review and processing of the PUD application within forty-five (45) days of receiving an

invoice from the Town.

2. The Applicant/Owner shall resolve and correct any technical issues as directed by Town staff prior to consideration by the Board of Trustees.

Section 3. Town Staff shall cause a copy of this Resolution to be provided to the Board of Trustees on or before the date of the Board of Trustees hearing, as required by Section 16-8-90 of the MMC.

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

INTRODUCED, READ, PASSED AND ADOPTED THIS 25th DAY OF JANUARY, 2023.

ATTEST:

**TOWN OF MEAD PLANNING
COMMISSION**

By: Jeannine Reed
Jeannine Reed, Secretary

By: [Signature]
Chairman or Acting Chair



Exhibit 1
TURION SOUTH PUD
(Attached)

**TOWN OF MEAD, COLORADO
ORDINANCE NO. 1025**

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF
MEAD, COLORADO APPROVING WITH STANDARD CONDITIONS
THE ZONING AMENDMENT FOR A PLANNED UNIT
DEVELOPMENT (PUD), KNOWN AS THE TURION SOUTH PUD**

WHEREAS, in accordance with Section 16-3-160 of the *Mead Municipal Code* (“MMC”), Front Range Investment Holdings, LLC (the “Applicant” and the “Owner”) submitted an application to amend the official Town zoning map and rezone certain real property generally known as the Turion South Property, consisting of approximately 595.31 acres, more or less, and which is described in **Exhibit 1** attached hereto (the “Property”); and

WHEREAS, the Property is currently zoned as Residential Single Family District (RSF-4) and Highway Commercial (HC); and

WHEREAS, the Applicant is seeking an amendment to rezone the Property to Planned Unit Development Overlay, as further described in the Turion South PUD, attached hereto as **Exhibit 1**, and which includes the Turion South Regulatory Procedures document, attached hereto as **Exhibit 2**; and

WHEREAS, the Town of Mead’s 2018 Comprehensive Plan, designates the Property as being appropriate for the Single-Family Residential (SFR), Residential Mixed-Use (RMU), and Regional Commercial (RC) land use categories per the Future Land Use Plan set forth in the 2018 Comprehensive Plan; and

WHEREAS, in accordance with Sections 16-3-160 and 16-8-90 of the MMC, the Planning Commission held a duly noticed public hearing on January 18, 2023 to review and consider the proposed Turion South PUD; and

WHEREAS, following the conclusion of the public hearing on January 18, 2023, the Planning Commission adopted Resolution No. 02-PC-2023, recommending approval of the Turion South PUD to the Board of Trustees; and

WHEREAS, on February 13, 2023, the Board of Trustees opened and continued the public hearing regarding the Turion South PUD to the Board’s March 27, 2023 regular meeting; and

WHEREAS, public notice has been properly given of the proposed rezoning of the Property by publication in *The Times-Call*, a newspaper of general circulation within the Town of Mead, by posting the Property, and by notification of adjacent property owners and other interested parties in accordance with applicable provisions of the Land Use Code; and

WHEREAS, the administrative record for this matter includes, but is not limited to, the MMC, the Town of Mead Land Use Code (including subdivision and zoning amendment regulations), the Town of Mead Comprehensive Plan, all other applicable ordinances, resolutions and regulations, the staff files and reports of the Community Development Director and Town

Engineer related to the Turion South PUD, any and all submittals by the Applicant and members of the public, and the audio recordings and minutes of both the Planning Commission and Board of Trustee meetings at which this application was considered; and

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

WHEREAS, the Board of Trustees has determined that the Turion South PUD request satisfies at least one of the review criteria applicable to amendments to the Town's official zoning map set forth in Section 16-3-160(e) of the MMC, specifically that the rezoning to Planned Unit Development Overlay district will promote a variety of housing types and commercial uses; and

WHEREAS, the Board of Trustees has further determined that approval of the Turion South PUD will advance the public health, safety, convenience, and general welfare of the residents of the Town.

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

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

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

Section 3. The Board of Trustees approves the proposed Turion South PUD, in substantially the form attached hereto as **Exhibits 1 and 2**, based on a determination that the applicable review criteria set forth in Sections 16-3-160 and 16-3-30 of the MMC have been satisfied, subject to the following conditions:

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

Section 4. Amendment of Zoning Map. The Town Clerk is instructed to record the Turion South PUD for the Property in the real property records of Weld County, Colorado once the Applicant has satisfied the conditions set forth in Section 3 of this Ordinance. In accordance with Sec. 16-3-160 of the MMC, the official zoning map of the Town of Mead shall be amended to conform to and reflect the Property's Planned Unit Development Overlay zone district classification.

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 27TH DAY OF MARCH 2023.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

Exhibit 1
TURION SOUTH PUD
(Attached)

Exhibit 2
TURION SOUTH REGULATORY PROCEDURES DOCUMENT
(Attached)

TURION SOUTH
PLANNED UNIT DEVELOPMENT (PUD)
A PORTION OF SECTION 35, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO
TOTAL AREA = 25,931,610 SQ FT, OR 595.31 ACRES, MORE OR LESS

GENERAL PROVISIONS

AUTHORITY

THIS PUD IS AUTHORIZED BY SECTION 16-3-30-(A)(4) – SPECIAL PURPOSE ZONING DISTRICTS OF THE TOWN OF MEAD, CO CODE. UPON APPROVAL AND ADOPTION OF THE PUD BY THE TOWN, THIS PUD SHALL BE BECOME THE GOVERNING ZONING DOCUMENT FOR THE DEVELOPMENT OF ALL USES AND IMPROVEMENTS WITHIN THE PROPERTY. THE PROVISIONS OF THE TOWN'S TECHNICAL STANDARDS AND DESIGN STANDARDS AND CONSTRUCTION SPECIFICATIONS IS PLANNED TO APPLY TO THE DEVELOPMENT WITHIN THE PROPERTY, BOTH IN THEIR CURRENT FORM AND AS AMENDED WITHIN THIS PUD, SUBJECT TO THE "RELATION TO TOWN REGULATIONS" SECTION BELOW.

APPLICABILITY

THE PROVISIONS OF THIS PUD SHALL RUN WITH TITLE TO THE PROPERTY.

ADOPTION

THE ADOPTION OF THIS PUD SHALL EVIDENCE THE FINDINGS AND THE DECISION OF THE TOWN THAT THIS PUD FOR THE PROPERTY IS IN GENERAL CONFORMITY WITH THE COMPREHENSIVE PLAN; IS AUTHORIZED BY THE PROVISION OF SECTION 16-3-30 OF THE MEAD TOWN CODE; AND SUCH THAT SECTION 16-3-30 AND THIS PUD COMPLY WITH THE COLORADO PLANNED UNIT DEVELOPMENT ACT OF 1972, AS AMENDED.

RELATION TO TOWN REGULATIONS

THE PROVISIONS OF THIS PUD SHALL PREVAIL AND GOVERN THE DEVELOPMENT OF THE PROPERTY, PROVIDED, HOWEVER, THAT WHERE THE PROVISIONS OF THIS PUD DO NOT ADDRESS A PARTICULAR SUBJECT, THE RELEVANT PROVISIONS OF THE MEAD TOWN CODE, OR ANY OTHER APPLICABLE RESOLUTIONS OR REGULATIONS OF THE TOWN, INCLUDING BUT NOT LIMITED TO THE TECHNICAL STANDARDS AND DESIGN STANDARDS AND CONSTRUCTION SPECIFICATIONS, AS MAY BE AMENDED, WILL APPLY. IN THE EVENT OF A CONFLICT OR INCONSISTENCY BETWEEN THIS PUD AND THE APPLICABLE STANDARDS IN THE MEAD TOWN CODE, OR ANY OTHER APPLICABLE RESOLUTIONS OR REGULATIONS OF THE TOWN, INCLUDING BUT NOT LIMITED TO THE TOWN'S TECHNICAL STANDARDS AND DESIGN STANDARDS AND CONSTRUCTION SPECIFICATIONS, OR IN THE EVENT THAT THE STANDARDS SET FORTH IN THIS PUD ARE LESS RESTRICTIVE THAN THE APPLICABLE STANDARDS IN THE MEAD TOWN CODE, OR ANY OTHER APPLICABLE RESOLUTIONS OR REGULATIONS OF THE TOWN, THE STANDARDS SET FORTH IN THIS PUD SHALL CONTROL.

CONFLICT

WHERE THERE IS MORE THAN ONE PROVISION WITHIN THE PUD THAT COVERS THE SAME SUBJECT MATTER, THE PROVISION WHICH IS MOST RESTRICTIVE OR IMPOSES HIGHER STANDARDS OR REQUIREMENTS SHALL GOVERN UNLESS DETERMINED OTHERWISE BY THE COMMUNITY DEVELOPMENT DIRECTOR OR THEIR DESIGNEE.

MAXIMUM ALLOWABLE DEVELOPMENT

THE TOTAL NUMBER OF DWELLING UNITS OR THE TOTAL COMMERCIAL, BUSINESS, OR INDUSTRIAL INTENSITY APPROVED FOR DEVELOPMENT WITHIN THE PLANNING AREAS IS THE MAXIMUM DEVELOPMENT PERMITTED FOR PLATTING OR CONSTRUCTION PER THE LAND USE TABLE ON SHEET 8 OF 17. THE ACTUAL NUMBER OF DWELLINGS OR LEVEL OF DEVELOPMENT FOR COMMERCIAL, BUSINESS, OR INDUSTRIAL PROPERTIES MAY BE LESS DUE TO SUBDIVISION OR SITE IMPROVEMENT PLAN REQUIREMENTS, AND CARRYING CAPACITY, OR OTHER REQUIREMENTS OF THE TOWN. NOTWITHSTANDING THE FORGOING, THE TOTAL NUMBER OF DWELLING UNITS IS PLANNED TO NOT BE MORE THAN 2,600.

STATEMENT OF COMMITMENTS

PARKS AND OPEN SPACE

DEVELOPMENT SUBJECT TO THIS PUD PLANS TO DEDICATE AN AGGREGATE OF 20% OF GROSS ACRES BY FINAL PLAT, TO THE TOWN OR MAINTENANCE ENTITY FOR PARKS AND OPEN SPACE USES WITHIN THE PROPERTY. FINAL LOCATIONS AND ACREAGES ARE PLANNED TO BE DETERMINED AND PHASED THROUGH THE SUBDIVISION PROCESS.

TRAILS

FINAL ALIGNMENTS OF MULTI-USE TRAILS WILL BE DETERMINED AT THE TIME OF FINAL PLAT APPROVAL FOR THE LAND CONTAINING ANY PORTION OF SUCH MULTI-USE TRAILS. EACH PORTION OF THE TRAILS WILL BE CONSTRUCTED CONCURRENTLY WITH THE ASSOCIATED SUBDIVISION INFRASTRUCTURE. TRAILS, INCLUDING THE RELATED TRACTS AND/OR EASEMENTS, WILL BE DEDICATED BY FINAL PLAT, TO THE TOWN OR MAINTENANCE ENTITY.

DRAINAGE, WATER QUALITY, AND DETENTION

DEVELOPMENT SUBJECT TO THIS PUD IS PLANNED TO COMPLY WITH ALL APPLICABLE REGULATIONS, STANDARDS, REQUIREMENTS, OR PLANS OF THE FEDERAL OR STATE GOVERNMENTS AND OTHER RELEVANT JURISDICTIONS, INCLUDING BUT NOT LIMITED TO WETLANDS, WATER QUALITY, DRAINAGE, DETENTION, EROSION AND SEDIMENTATION CONTROL, AND WASTEWATER REGULATIONS.

WATER CONSERVATION

DEVELOPMENT SUBJECT TO THIS PUD IS PLANNED TO INCORPORATE THE USE OF WATER CONSERVATION. WATER CONSERVATION IS PLANNED TO INCLUDE THE USE OF HIGH-PERFORMANCE PLUMBING FIXTURES AND ACCESSORIES, THE USE OF NATIVE AND DROUGHT RESISTANT PLANT MATERIAL WHERE PRACTICAL, EFFICIENT IRRIGATION SYSTEMS, AND BEST MANAGEMENT PRACTICES FOR CONSTRUCTED ENVIRONMENTS.

FIRE PROTECTION

THE PROPERTY IS LOCATED WITHIN THE BOUNDARIES OF THE MOUNTAIN VIEW FIRE PROTECTION DISTRICT.

MAINTENANCE ENTITY

IMPLEMENTATION AND ADMINISTRATION OF TURION SOUTH DESIGN GUIDELINES, ADMINISTERING OF COVENANTS, CONDITIONS, AND RESTRICTIONS, AND/OR OTHER COMMUNITY GOVERNANCE DOCUMENTS, COMMON AREA MAINTENANCE, LANDSCAPE MAINTENANCE WITHIN PUBLIC RIGHTS-OF-WAY, COMMUNITY TRAIL OWNERSHIP AND MAINTENANCE, AMENITY OPERATIONS AND MAINTENANCE, AND OTHER RESPONSIBILITIES NOT EXPLICITLY LISTED WILL BE THE RESPONSIBILITY OF A MAINTENANCE ENTITY.

CONSTRUCTION TIMING OF HIGH PLAINS BLVD. (WELD COUNTY ROAD 9.5)

THE CONSTRUCTION TIMING OF THE FIRST PHASE OF HIGH PLAINS BLVD. (WELD COUNTY ROAD 9.5) IS PLANNED TO COINCIDE WITH THE FIRST PHASE OF DEVELOPMENT WITHIN THE PROPERTY. THE DEVELOPMENT OF HIGH PLAINS BLVD. WILL BE DEPENDENT ON THE APPROVAL OF THE PUD, THE APPROVAL OF A DISTRICT SERVICE PLAN FOR THE PROPERTY, AND THE APPROVAL OF A DEVELOPMENT AGREEMENT SPECIFIC TO THE TURION SOUTH PROPERTY.

DESIGN STANDARDS

THE DESIGN STANDARDS CONTAINED IN THIS PUD SHALL BE ENFORCED BY THE TOWN OF MEAD. TO FURTHER THE INTENT OF THIS PUD, APPLICANT INTENDS TO ESTABLISH A TURION SOUTH COMMUNITY APPEARANCE BOARD TO IMPLEMENT AND ENFORCE THE (SUPPLEMENTAL) DESIGN GUIDELINES AUTHORIZED BY THE DESIGN COVENANT.

REGULATORY PROCEDURES

THE REGULATORY PROCEDURES ARE HEREBY INCORPORATED INTO THIS PUD BY REFERENCE. AMENDMENTS TO THIS PUD AND THE REGULATORY PROCEDURES WILL BE APPROVED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF THE REGULATORY PROCEDURES.

PROJECT TEAM

OWNER/ DEVELOPER

FRONT RANGE INVESTMENT HOLDINGS, LLC
C/O LAND ASSET STRATEGIES, LLC
ATTN: ROBERT ECK, PRINCIPAL
12650 W. 64TH AVENUE, UNIT E #274
ARVADA, CO 80004

PLANNER / LANDSCAPE ARCHITECT

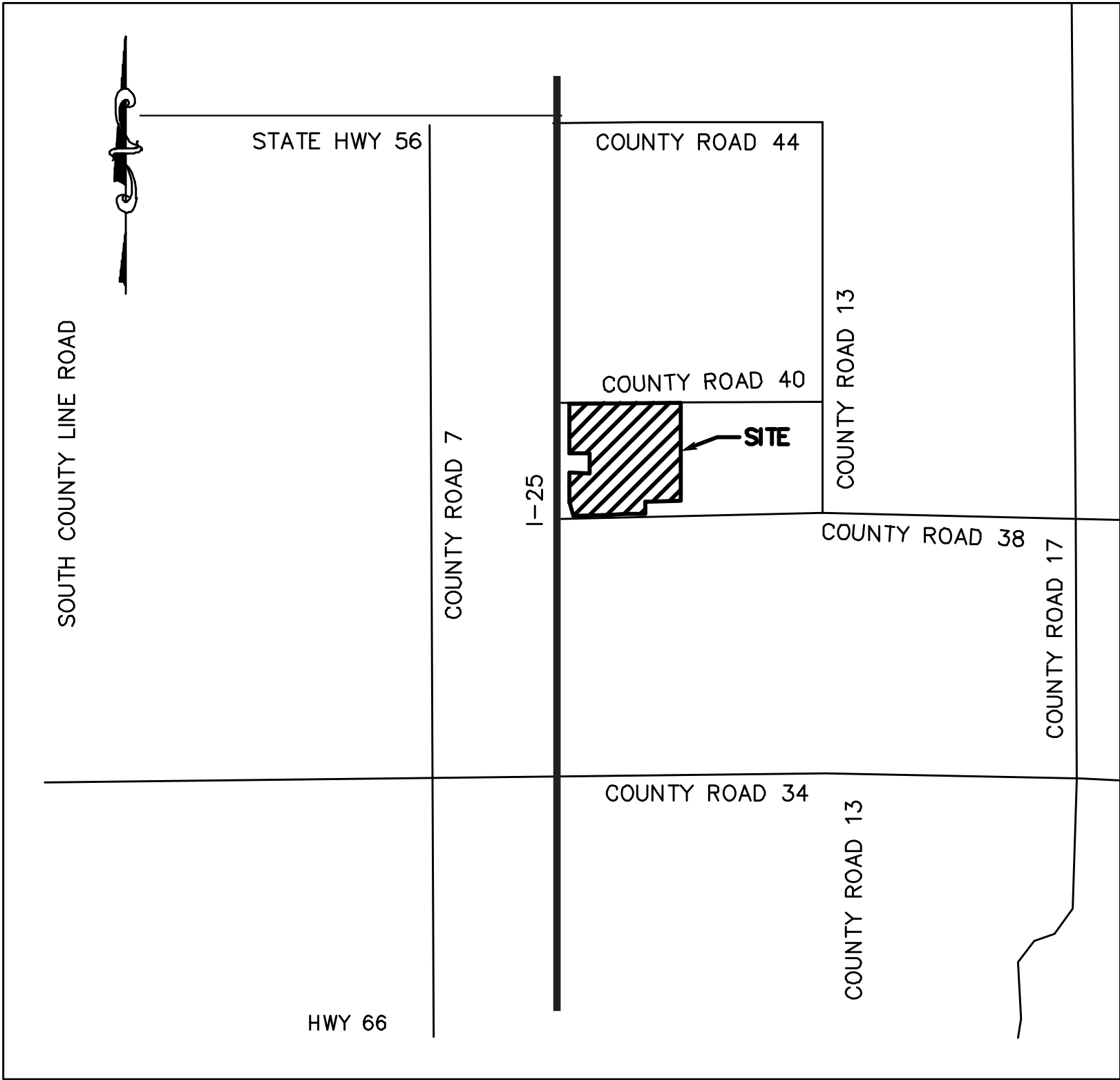
DESIGN WORKSHOP
1390 LAWRENCE STREET, SUITE 100
DENVER, COLORADO 80204
PH: (720) 907-9346
CONTACT: JEFFREY ZIMMERMANN

TRAFFIC ENGINEER

LSC TRANSPORTATION CONSULTANTS, INC.
1889 YORK STREET
DENVER, COLORADO 80208
PH: (303) 333-1105
CONTACT: CHRISTOPHER MCGRANNAHAN

CIVIL ENGINEER / SURVEYOR

ATWELL, LLC
143 UNION BLVD #700,
LAKEWOOD, CO 80228
PH: (303) 928-6742
CONTACT: JEFF FRENCH



Vicinity Map

NOT TO SCALE

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TURION SOUTH
PLANNED UNIT DEVELOPMENT
Town of Mead, CO

ISSUE DATE: _____

REVISIONS

#	DATE	DESCRIPTION

DRAWN: _____ REVIEWED: _____

PROJECT NUMBER: 5829

COVER SHEET

SHEET NUMBER

1 OF 24

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169

TURION SOUTH
PLANNED UNIT DEVELOPMENT
Town of Mead, CO

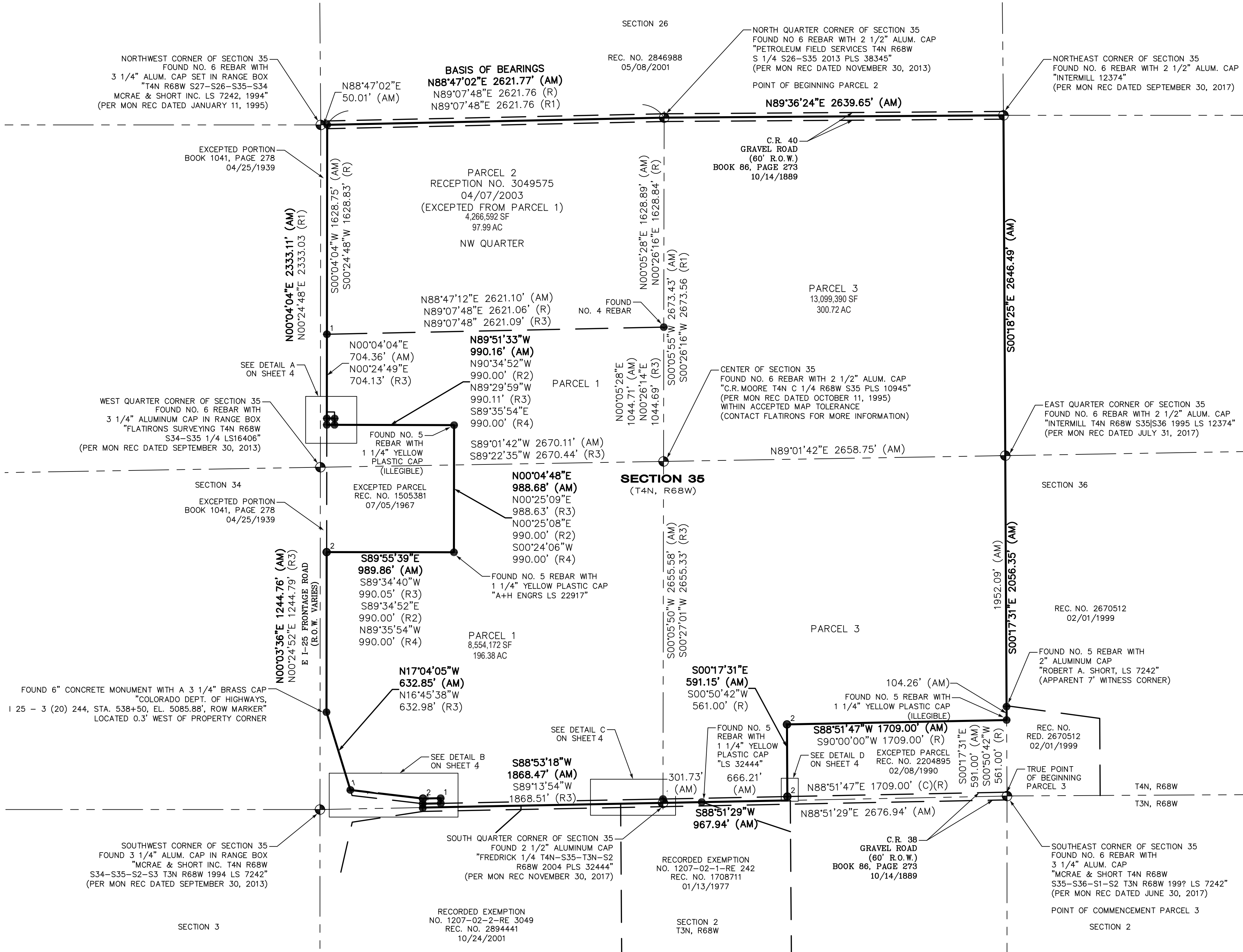
TURION SOUTH
PLANNED UNIT DEVELOPMENT (PUD)
A PORTION OF SECTION 35, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO
TOTAL AREA = 25,931,610 SQ FT, OR 595.31 ACRES, MORE OR LESS

Boundary Closure Report

Course: N88°47'02"E	Length: 2621.77'
Course: N89°36'24"E	Length: 2639.65'
Course: S00°18'25"E	Length: 2646.49'
Course: S00°17'31"E	Length: 2056.35'
Course: S88°51'47"W	Length: 1709.00'
Course: S00°17'31"E	Length: 591.15'
Course: S88°51'29"W	Length: 967.94'
Course: S88°53'18"W	Length: 1868.47'
Course: N01°18'49"W	Length: 30.00'
Course: N88°53'18"E	Length: 140.39'
Course: N01°13'04"W	Length: 40.09'
Course: S88°53'05"W	Length: 137.60'
Course: N83°15'09"W	Length: 568.49'
Course: N1°04'05"W	Length: 632.85'
Course: N00°03'36"E	Length: 1244.76'
Course: S89°55'39"E	Length: 989.86'
Course: N00°04'48"E	Length: 988.68'
Course: N89°51'33"W	Length: 990.16'
Course: N00°04'04"E	Length: 2333.11'

Area: 25931610 Sq. Ft.±
Error Closure: 0.01
Error North: 0.014
Course: N11°20'42"E
East: 0.003

Precision 1: 2319681



Legend

- FOUND ALIQUOT MONUMENT AS DESCRIBED
- FOUND MONUMENT AS DESCRIBED
- FOUND 18" #5 REBAR WITH 1 1/2" ALUMINUM CAP "FLATIRONS SURV 16406"
- FOUND 1" BRASS TAG "FLATSURV LS16406"
- (AM) AS MEASURED AT TIME OF SURVEY
- (C) CALCULATED FROM RECORD AND AS MEASURED INFORMATION
- (R) AS PER TITLE COMMITMENT
- (R1) AS PER REC. NO. 3032236
- (R2) AS PER REC. NO. 1506784
- (R3) AS PER REC. NO. 3417604
- (R4) AS PER REC. NO. 1505381
- CONCRETE
- EDGE OF ASPHALT
- GRAVEL
- FENCE
- GUARDRAIL
- SIGN
- DECIDUOUS TREE
- WATER MANHOLE
- WATER VALVE
- WATER SPIGOT
- WELL
- FIRE HYDRANT
- SANITARY SEWER MANHOLE
- ST STORM SEWER LINE
- TRANSFORMER
- ELECTRIC METER
- ELECTRIC RISER
- ANTENNA
- OW OVERHEAD UTILITY LINE
- UTILITY POLE
- GUY WIRE
- CABLE TV MANHOLE
- FIBEROPTIC RISER
- FIBEROPTIC VAULT
- TELEPHONE MANHOLE
- TELEPHONE RISER
- UNIDENTIFIED MANHOLE
- UNIDENTIFIED VAULT
- UNIDENTIFIED VALVE
- POST
- CONC. CONCRETE

ISSUE DATE: _____

REVISIONS

#	DATE	DESCRIPTION

DRAWN: _____ REVIEWED: _____

PROJECT NUMBER: 5629

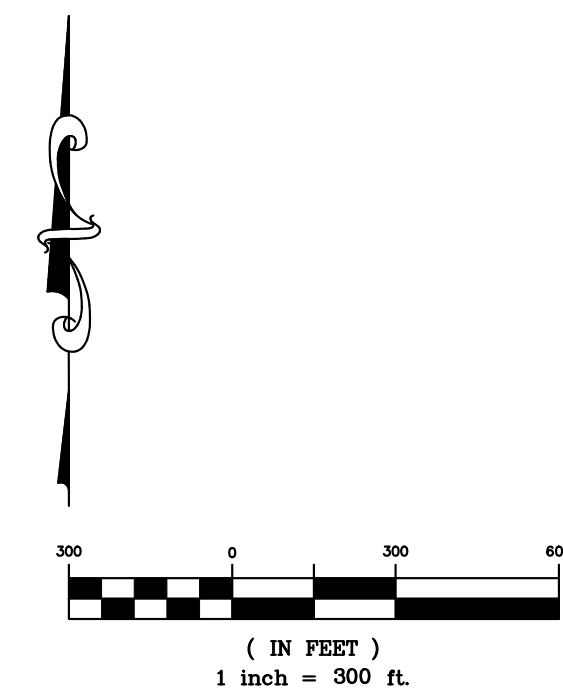
CONTEXT MAP

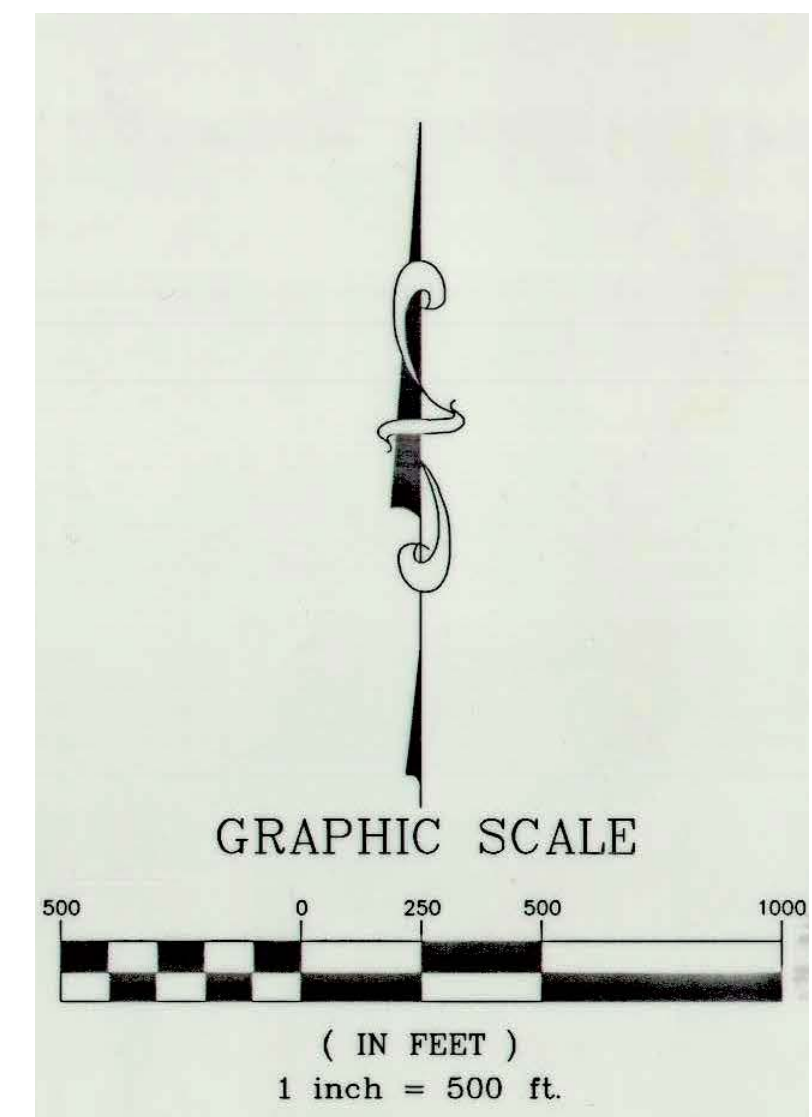
SHEET NUMBER

3 OF 24

WELL STATUS KEY:
PA: PLUGGED AND ABANDONED
SI: SHUT IN WELL
PR: PRODUCING WELL

PROJECT: TURION
DATE: 11/1/2022





TURION SOUTH
PLANNED UNIT DEVELOPMENT (PUD)
A PORTION OF SECTION 35, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO
TOTAL AREA = 25,931,610 SQ FT, OR 595.31 ACRES, MORE OR LESS

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TURION SOUTH
PLANNED UNIT DEVELOPMENT
Town of Mead, CO

LEGEND:

PUD

NORTH

0150'300'600'

ORIGINAL SCALE: 1"=300'-0"

ISSUE DATE: _____

REVISIONS

#	DATE	DESCRIPTION

DRAWN: _____ REVIEWED: _____

PROJECT NUMBER: 5829

REQUESTED
ZONING MAP

SHEET NUMBER

7 OF 24

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P:\A\A\2025 - 2024\25_02\2503 Wilson Ranch\I-Images\Exported Images\MEAD PUD - Hiebock\Mead PUD - Hiebock.dwg
Section 8, Item 1.

A PORTION OF SECTION 35, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO
TOTAL AREA = 25,931,610 SQ FT, OR 595.31 ACRES, MORE OR LESS

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COUNTY OF WELD, STATE OF COLORADO
TOTAL AREA = 25,931,610 SQ FT, OR 595.31 ACRES, MORE OR LESS

TABLE 1. MASTER DEVELOPMENT SUMMARY

PLANNING AREA	MAXIMUM DWELLING UNITS	NON-RESIDENTIAL MAX DENSITY (FAR)	GROSS LAND AREA (AC)	PERCENT OF TOTAL AREA	ESTIMATED PARKS AND OPEN SPACE (AC)
RESIDENTIAL PLANNING AREA (R)	2100	N/A	437.82	73.64%	77.56 (17.7%)
NEIGHBORHOOD COMMERCIAL PLANNING AREA (NC)	250	0.5	58.65	9.85%	9.32 (15.9%)
MIXED-USE PLANNING AREA (MU)	250	0.5	98.84	16.51%	36.71 (37.1%)
TOTAL	2,600	N/A	595.31	100.00%	123.59 ac (20.7%)

1. DWELLING UNITS MAY BE TRANSFERRED BETWEEN PLANNING AREAS AS A MINOR AMENDMENT IN ACCORDANCE WITH THE APPLICABLE REGULATORY PROCEDURES SO LONG AS THE TOTAL NUMBER OF DWELLING UNITS IN THE PUD DOES NOT EXCEED 2,600 AND THE TRANSFER OF UNITS BETWEEN PLANNING AREAS DOES NOT EXCEED 10% OF THE OVERALL UNIT COUNT.

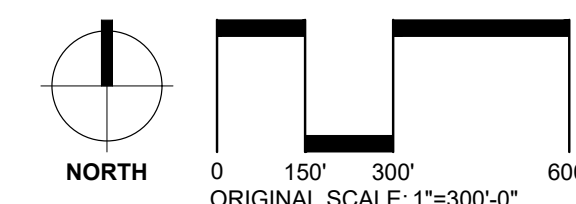
2. OPEN SPACE MAY BE TRANSFERRED BETWEEN PLANNING AREAS AS A MINOR AMENDMENT IN ACCORDANCE WITH THE APPLICABLE REGULATORY PROCEDURES SO LONG AS THE TOTAL OPEN SPACE ACREAGE MEETS THE MINIMUM REQUIREMENT OF 10% OF THE OVERALL GROSS LAND AREA.

PLANNING AREA & SUBAREA	MAXIMUM DWELLING UNITS ₁	NET DEVELOPABLE LAND AREA (AC)	ESTIMATED PARKS AND OPEN SPACE (AC)	MAXIMUM DWELLING UNITS PER NET ACRE	MINIMUM LOT SIZE
NEIGHBORHOOD COMMERCIAL PLANNING AREA (NC)	250	49.33	9.32	18	N/A
MIXED-USE PLANNING AREA (MU)	250	62.13	36.71	18	N/A
RESIDENTIAL PLANNING AREA (R): HIGH DENSITY SUBAREA	301	50.13	5.45	16	N/A
RESIDENTIAL PLANNING AREA (R): MEDIUM DENSITY SUBAREA	1,763	146.92	19.27	12	2,800
RESIDENTIAL PLANNING AREA (R): LOW DENSITY SUBAREA	754	125.74	21.33	6	4,500
RESIDENTIAL PLANNING AREA (R): ESTATE SUBAREA	150	37.47	31.51	4	7,200

NOTE:

1. DENSITY TRANSFERS BETWEEN RESIDENTIAL SUBAREAS MAY BE APPROVED AS A MINOR AMENDMENT IN ACCORDANCE WITH THE APPLICABLE REGULATORY PROCEDURES SO LONG AS THE SUBAREA RECEIVING THE DENSITY TRANSFER IS NOT DIRECTLY ADJACENT TO A PLANNING AREA OR RESIDENTIAL SUBAREA THAT HAS PREEXISTING DEVELOPMENT WITHIN IT. IF A DENSITY TRANSFER IS REQUESTED BETWEEN SUBAREAS WHERE THE RECEIVING SUBAREA IS DIRECTLY ADJACENT TO A PLANNING AREA OR RESIDENTIAL SUBAREA WITH PREEXISTING DEVELOPMENT, THEN THE TRANSFER MUST BE APPROVED THROUGH A PUBLIC HEARING.

	MIXED USE PLANNING AREA (MU)
	NEIGHBORHOOD COMMERCIAL PLANNING AREA (NC)
	RESIDENTIAL PLANNING AREA(R): HIGH DENSITY SUBAREA
	RESIDENTIAL PLANNING AREA(R): MEDIUM DENSITY SUBAREA
	RESIDENTIAL PLANNING AREA (R): LOW DENSITY SUBAREA
	RESIDENTIAL PLANNING AREA(R): ESTATE SUBAREA
	PARK & OPEN SPACE



► PROPOSED ROADWAY

**TURION SOUTH
PLANNED UNIT DEVELOPMENT**
Town of Mead, CO

175

*NOTE: ACCESS TO TURION SOUTH SHALL NOT RELY EXCLUSIVELY ON THE FRONTAGE ROAD.

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Section a Item 1

TURION SOUTH
PLANNED UNIT DEVELOPMENT (PUD)
A PORTION OF SECTION 35, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO
TOTAL AREA = 25,931,610 SQ FT, OR 595.31 ACRES, MORE OR LESS

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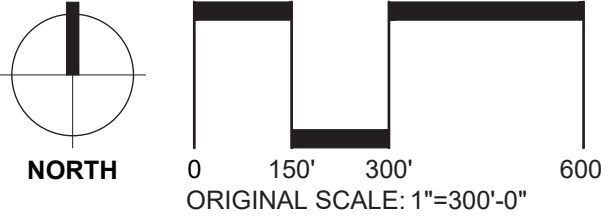
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TURION SOUTH
PLANNED UNIT DEVELOPMENT
Town of Mead, CO

LEGEND:

- COMMUNITY PARK
- NEIGHBORHOOD PARK
- LINEAR PARK
- EDGE OPEN SPACE
- DEVELOPMENT



ISSUE DATE: _____

REVISIONS

#	DATE	DESCRIPTION

DRAWN: _____ REVIEWED: _____

PROJECT NUMBER: 5829

CONCEPT PARKS
AND OPEN SPACE
PLAN

SHEET NUMBER

9 OF 24

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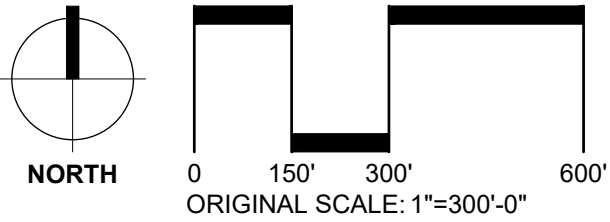
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TURION SOUTH
PLANNED UNIT DEVELOPMENT
Town of Mead, CO

LEGEND:

PROPOSED TRAIL



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REVISIONS

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CONCEPT TRAILS
PLAN

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USE CLASSIFICATION	SPECIFIC USE TYPE	USES ALLOWED BY PLANNING AREA		
		A = USE BY RIGHT NA = NOT ALLOWED C = CONDITIONAL USE		
		NC	MU	R
AGRICULTURE USE				
Agriculture	Crop production, pasture grazing land, and ranching	A	A	A
Agriculture Services	Feed Store	C	C	NA
Nursery	Greenhouse/nursery with retail sales	A	A	C
	Greenhouse/nursery without retail sales	NA	C	NA
RESIDENTIAL USE				
Household Living	Single family detached dwelling	NA	NA	A
	Single family attached dwelling (townhomes)	NA	A	A
	Ancillary dwelling unit	NA	A	A
	Two family dwelling	NA	A	A
	Live/work unit	NA	A	A
	Multi-family dwellings	A	A	A
COMMERCIAL USE				
Adult Business		NA	NA	NA
Animal Services	Animal boarding (kennels) and training	NA	C	NA
	Veterinary office and small animal clinic (indoor use only)	A	A	NA
	Veterinary office and small animal clinic (with outdoor use)	NA	A	NA
Building Materials & Services (Retail)	Landscape equipment, hardscape materials	NA	C	NA
	Home improvement retailer, hardware store	A	A	C
	All others*	C	C	C
Business Services	Shipping service	A	A	NA
	Print shops	A	A	NA
	All others*	C	C	NA
Catering Services		A	A	NA
Eating & Drinking Establishments	Restaurant (indoor or outdoor)	A	A	A
	Bar, tavern	A	A	NA
	Nightclub	A	A	NA
	Fast food restaurant without drive through	A	A	A
	Fast food restaurant with drive through	A	A	NA
Financial Institutions	With drive through	A	A	NA
	With no drive through	A	A	NA
Food & Beverage Sales	Convenience store	A	A	A
	Convenience store (with fuel sales)	A	A	NA
	Grocery store (greater than 25,000 sf)	A	A	C
	All others (e.g., delicatessen, retail bakery, specialty food market)	A	A	A
Funeral and Intermment Services	Funeral home and mortuary	A	A	NA
Offices	Business or professional (including medical/dental office/clinic)	A	A	A
Personal Services	Salon (including barber Shop)	A	A	A
	Instructional services, studio	A	A	A
	Spa (beauty and day)	A	A	A
	All other*	A	A	A
Recording Studio, Radio, T.V. Studio		A	A	NA
Recreation or Amusement Facilities, Private	Health clubs	A	A	A
	Entertainment facility (e.g. billiard and game room)	A	A	A
	Indoor recreation facility (e.g. bowling alley, swimming pool, ice skating rink)	A	A	A
	Outdoor recreation facility (e.g. playing field, swimming pool, skating rink)	A	A	A
Repair Services (Not Including Vehicles)	Furniture and major household appliance repair	A	A	NA
	All other*	A	A	C
Retail Establishments	Artisan and photography studios and galleries	A	A	A
	Pawn shop	C	C	NA
	Outdoor retail display and sales	C	C	NA
	Other Retail establishments	A	A	A

(A) — (B) — (C) — (D) — (E) — (F)

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**The permissibility uses categorized as "all other" shall be determined by the default zone district identified for each Planning Area.*

***Subject to special review pursuant to Article IX of Chapter 16 of the Mead Municipal Code.*

1.0 ROADWAYS

- THE FOLLOWING CRITERIA ADDRESS BASIC PLANNING CONCEPTS FOR ARRANGING AND DESIGNING ARTERIAL STREETS, COLLECTOR STREETS, AND LOCAL STREETS:

- ONLY COLLECTOR STREETS MAY INTERSECT WITH ARTERIAL STREETS. LOCAL STREETS MAY CONNECT TO COLLECTOR STREETS. LOCAL STREETS ARE PLANNED TO NOT CONNECT TO ARTERIAL STREETS UNLESS SUCH CONNECTION CREATES A MORE COHESIVE STREET NETWORK.

2.1 GENERAL STANDARDS

- ### 3.0 DRAINAGE

3.1 GENERAL STANDARDS

- ## 4.0 OPEN SPACE AND TRAILS

4.1 OPEN SPACE TYPES WITHIN TURION SOUTH WILL BE:

- COMMUNITY PARKS
- NEIGHBORHOOD PARKS
- LINEAR PARKS
- EDGE OPEN SPACES
- POCKET PARKS AND PLAZAS
- TRAILS

4.2 COMMUNITY PARKS

- COMMUNITY PARKS WILL BE SIZED BETWEEN THREE AND TEN ACRES IN SIZE. THE FINAL DESIGN AND SIZING OF COMMUNITY PARKS WILL BE COMPLETED DURING THE PRELIMINARY PLAT PHASE.
- COMMUNITY PARKS WILL BE OPEN TO THE PUBLIC.
- COMMUNITY PARKS SHALL HAVE A MINIMUM DIMENSION OF 150'.

4.3 NEIGHBORHOOD PARKS

- NEIGHBORHOOD PARKS ARE TO BE LOCATED SO THAT EVERY RESIDENT IS WITHIN 1/4 MILE OF A NEIGHBORHOOD PARK RESULTING IN NO MORE THAN A 5-MINUTE WALK FROM THEIR FRONT DOOR TO A NEIGHBORHOOD PARK.
- NEIGHBORHOOD PARKS WILL TYPICALLY BE SIZED BETWEEN ONE AND FIVE ACRES IN SIZE. THE FINAL DESIGN AND SIZING OF NEIGHBORHOOD PARKS WILL BE COMPLETED DURING THE PRELIMINARY PLAT PHASE.
- NEIGHBORHOOD PARKS WILL BE OPEN TO THE PUBLIC.
- NEIGHBORHOOD PARKS SHALL HAVE A MINIMUM DIMENSION OF 60'.

4.4 LINEAR PARKS

- LINEAR PARKS TRAILS AND RECREATION PROGRAMMING AND WILL BE A MINIMUM OF 15' WIDE.

4.5 EDGE OPEN SPACE

- EDGE OPEN SPACE WILL BE A MINIMUM OF 20' WIDE AT THEIR NARROWEST POINTS

4.6 POCKET PARKS / PLAZAS

- POCKET PARKS WILL HAVE A MINIMUM DIMENSION OF 40'.
- PLAZAS WILL HAVE A MINIMUM DIMENSION OF 30'.

4.7 TRAILS

- TRAILS ARE TO BE BUFFERED FROM VEHICULAR TRAFFIC WITH A MINIMUM BUFFERING DISTANCE OF 10 FEET.

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5.0 LANDSCAPING

5.1 GENERAL STANDARDS

- TREES SHALL BE PLANTED IN NON-RESIDENTIAL AREAS PER THE FOLLOWING
 - 1 TREE FOR EVERY 40 LINEAL FEET OF PARCEL FRONTAGE.
 - EXACT LOCATIONS AND SPACINGS MAY BE ADJUSTED TO SUPPORT PATTERNS OF USE, WINDOWS, VIEWS, AND CIRCULATION AS LONG AS THE MINIMUM TREE-PLANTING REQUIREMENT IS MET.
 - CANOPY SHADE TREES SHALL CONSTITUTE AT LEAST SIXTY-FIVE PERCENT (65%) OF ALL TREE PLANTINGS.
- MULCH SHALL BE ADDED TO ALL PLANTER BEDS AT A MINIMUM DEPTH OF 3" AND COVER ALL PROVIDE 100% COVERAGE OF THE SOIL IN AREAS WHERE SHRUBS AND GROUND COVERS DO NOT EXIST DURING THE TIME OF PLANTING.

5.2 SOIL PREPARATION

- MINIMUM REQUIREMENTS FOR SOIL PREPARATION SHALL INCLUDE 3 CUBIC YARDS OF ORGANIC MATERIAL FOR 1000 SQUARE FEET OF EXISTING SOIL TILLED TO A MINIMUM DEPTH OF 6 INCHES.
- TREE AND SHRUB PITS SHALL BE BACKFILLED USING A MIXTURE OF ONE-THIRD EXISTING SITE SOIL, ONE-THIRD TOPSOIL AND ONE-THIRD ORGANIC MATTER.

5.3 XERISCAPE REQUIREMENTS

- AT LEAST 70% OF THE PROPOSED PLANT MATERIAL MUST BE DROUGHT TOLERANT / LOW WATER PLANTING.

5.4 IRRIGATION DESIGN

- LANDSCAPING (EXCEPT NATURAL AREAS AND OTHER SIMILAR AREAS) SHALL BE IRRIGATED USING AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM.
- LANDSCAPE AREAS WITHOUT AN IRRIGATION SYSTEM AND BEARING LIVE PLANT MATERIAL WILL REQUIRE TEMPORARY IRRIGATION UNTIL THE PLANTS ARE ESTABLISHED AND A RELIABLE WATER SOURCE SUFFICIENT TO SUSTAIN PLANT LIFE IS PROVIDED.
- IRRIGATION SYSTEMS SHALL MEET THE FOLLOWING CRITERIA:
 - AN AUTOMATIC CONTROLLER SHALL ACTIVATE THE SYSTEM.
 - THE SYSTEM SHALL PROVIDE HEAD-TO HEAD COVERAGE TO ALL LANDSCAPED AREAS.
 - THE SYSTEM SHALL NOT SPRAY OR IRRIGATE IMPERVIOUS SURFACES, INCLUDING SIDEWALKS, STREETS AND PARKING AREAS.
 - ALL SYSTEMS SHALL BE EQUIPPED WITH A BACKFLOW PREVENTION DEVICE.

5.5 PARKING LOT LANDSCAPING

- AREAS WITHIN THE PERIMETER OF PARKING LOTS SHALL BE LANDSCAPED TO MINIMIZE THE FEELING OF EXPANSIVE HARD SURFACED AREAS, TO IMPROVE THE PARKING LOT APPEARANCE AND TO REDUCE HEAT BUILD-UP. THE LANDSCAPE DESIGN OF THE AREAS SHALL ALLOW FOR PLANT AERATION AND EFFICIENT TRAFFIC MOVEMENT.
- INTERIOR ROWS OF PARKING SPACES IN LARGE PARKING LOTS WILL BE DIVIDED BY LANDSCAPE ISLANDS PARALLEL TO THE PARKING ROWS SO THAT THERE ARE NO MORE THAN (10) CONSECUTIVE PARKING SPACES WITHOUT A LANDSCAPE MEDIAN.
- LANDSCAPE ISLANDS SHALL HAVE MINIMUM DIMENSIONS OF (9) FEET BY THE LENGTH AND (6) FEET IN WIDTH.
- EACH LANDSCAPE ISLAND SHALL HAVE AT LEAST ONE (1) OVERSTORY/SHADE TREE AT LEAST SIX (6) SHRUBS.
- ALL LANDSCAPING ISLANDS MUST BE DISTINGUISHED BY A CLEAR PHYSICAL BARRIER SUCH AS A 6" RAISED CURB.
- PARKING LOTS SHALL HAVE A LANDSCAPE BUFFER AT LEAST 20' ADJACENT TO ARTERIALS, 15' ADJACENT TO COLLECTORS AND 10' ADJACENT TO LOCAL STREETS.
- PARKING LOT SETBACKS WILL BE LANDSCAPED AT A RATIO OF AT LEAST ONE

(1) TREE AND FIVE (5) SHRUBS FOR EVERY 2,500 SQUARE FEET, EXCEPT THAT BUFFERS ADJACENT TO RESIDENTIAL USES WILL BE LANDSCAPED AT A RATIO OF AT LEAST PROVIDE ONE (1) TREE AND FIVE (5) SHRUBS FOR EVERY 30 LINEAR FEET OF BUFFER.

- BUFFERS MAY BE INTERRUPTED ONLY FOR NECESSARY UTILITY AND OR DRAINAGE FACILITIES AND EASEMENTS, AND PEDESTRIAN AND VEHICLE ACCESS.

5.6 LANDSCAPING ON PRIVATE PROPERTY

- SINGLE FAMILY LOTS STANDARDS:
 - FOR EACH LOT AT LEAST FIVE (5) SHRUBS AND (1) TREE OF ONE AND ONE-HALF (1½) INCH CALIPER WILL BE PLANTED ON EVERY LOT CONTAINING A ONE-FAMILY DWELLING.
 - FOR CORNER LOTS, AT LEAST ONE (1) TREE SHALL BE REQUIRED FOR EACH STREET. THE TREES SHALL BE LOCATED SO AS NOT TO INTERFERE WITH SIGHT DISTANCES AT DRIVEWAYS.
 - TREES PLANTED IN THE RIGHT OF WAY OF ABUTTING STREETS DO NOT SATISFY THE ABOVE REQUIREMENTS.
 - LANDSCAPING: APPLICATIONS FOR INITIAL REAR YARD LANDSCAPING AND INSTALLATION OF THE SAME ARE REQUIRED TO COMMENCE WITHIN SIX (6) MONTHS BE COMPLETE WITHIN ONE (1) YEAR OF CLOSING ON THE HOME.
 - LANDSCAPE PLANS SHALL DEPICT TYPES AND LOCATIONS OF: FENCING, DECKS, PLAYGROUND AREAS, SOD, SEEDED AREAS, EDGING, RETAINING WALLS, ROCK AREAS, LANDSCAPE TIMBERS, UNDERGROUND, AUTOMATIC IRRIGATION SYSTEMS, SPECIES AND SIZES OF LIVING PLANT MATERIALS, FLOWER BEDS/GARDENS, OTHER PLANTING BEDS, MULCH AREAS, LANDSCAPE LIGHTING AND ANY OTHER COMPONENTS INTENDED FOR INSTALLATION.
 - LOT OWNERS ARE RESPONSIBLE FOR REPLACING DEAD OR DISEASED TREES OR PLANTINGS. NO MORE THAN 30% OF THE FRONT YARD LANDSCAPING SHALL BE NON-LIVING MATERIALS.
- MULTI-FAMILY AND ATTACHED RESIDENTIAL STANDARDS:
 - FOR MULTI-FAMILY AND/OR ATTACHED DWELLING UNIT, AT LEAST (5) SHRUBS AND (2) TREES OF ONE AND ONE-HALF (1½) INCH CALIPER WILL BE PLANTED FOR EVERY 30' OF BUILDING FRONTAGE.
 - TREES PLANTED IN AN ADJACENT BUFFER AREA OR RIGHTS-OF-WAY, DO NOT SATISFY THE ABOVE REQUIREMENTS.

5.7 VEGETABLE GARDENS

- SHALL BE ALLOWED ONLY WITHIN THE HOMEOWNER'S SIDE OR BACK YARD AND SHALL BE SCREENED FROM VIEW OF NEIGHBORING PROPERTY.

5.8 FENCING AND WALLS

- RESIDENTIAL PROPERTY
 - MAX HEIGHT OF 3'-6" IN FRONT OF THE PRIMARY BUILDING / RESIDENCE.
 - MAX HEIGHT OF 6'-0" BEHIND THE FRONT OF RESIDENCE.
 - MAX HEIGHT OF 3'-6" ON STREET SIDE OF A CORNER LOT FOR THE FIRST 30' BACK FROM THE FRONT PROPERTY LINE.
- COMMERCIAL PROPERTY
 - MAX HEIGHT OF 7'-0"
 - NO WALLS ABOVE 3'-6" ARE ALLOWED BETWEEN A BUILDING AND THE FRONT PROPERTY LINE.
- MATERIALS
 - WALLS ARE ENCOURAGED TO BE BUILT OF MASONRY MATERIALS.
 - FENCES MUST BE BUILT OF WOOD OR METAL. VINYL AND CHAIN-LINK FENCING MATERIALS IS PROHIBITED.
 - BARBED WIRE, TARPS, FABRICS ARE PROHIBITED.
- FENCING AND WALL PLAN
 - PRIOR TO RECEIVING A BUILDING PERMIT APPLICANT SHALL SUBMIT

A WALL AND FENCING PLAN INDICATING THE WALL HEIGHTS, MATERIALS, AND COLORS.

5.9 LANDSCAPING ON PARKS AND OPEN SPACES

- ALL PLANT MATERIAL SHALL BE OF A LOW WATER VARIETY AND ADAPTED TO OR NATIVE TO COLORADO AND ITS DRY CLIMATE.
- COMMUNITY PARKS, NEIGHBORHOOD PARKS AND POCKET PARKS AREAS SHALL HAVE IRRIGATED LIVE GROUND COVER OVER AT LEAST SIXTY-FIVE PERCENT (65%) OF THE AREA.
 - AT LEAST ONE (1) TREE AND FIVE (5) SHRUBS SHALL BE PLANTED PER 10,000 SQUARE FEET OF PARK AREA. SOCCER AND BASEBALL FIELDS, BASKETBALL COURTS, TENNIS COURTS, RECREATIONAL STRUCTURES, OPEN PLAY AREAS, PARKING LOTS AND TRAILS SHALL NOT BE USED IN THE CALCULATION FOR AREA REQUIREMENTS.
 - ALL PLANT AND TURF MATERIAL SHALL BE IRRIGATED BY A PERMANENT IRRIGATION SYSTEM.

5.10 ARTIFICIAL TURF

- ALLOWED IN REAR YARDS ONLY UP TO 25% OF THE REAR YARD.

5.11 LANDSCAPING FOR RIGHTS-OF-WAY

- THE DEVELOPER IS RESPONSIBLE FOR LANDSCAPING THE ENTIRE AREA FROM THE BACK OF THE CURB TO THE PROPERTY LINE AS PART OF THE PUBLIC IMPROVEMENT'S CONSTRUCTION FOR THE PROJECT.
- STREET LANDSCAPING IS INTENDED TO PROVIDE AN OVERSTORY STREET CANOPY AND A LANDSCAPED AREA BETWEEN THE STREET AND PEDESTRIAN AREAS SO THAT WHEN TREES ARE MATURE AT LEAST 30% THE HARDSCAPE IS COVERED WITH TREE CANOPY.
- THE RIGHT-OF-WAY WILL BE LANDSCAPED AT A RATIO OF AT LEAST FIVE (5) SHRUBS FOR EVERY 3,000 SQUARE FEET OF LANDSCAPED AREA (EXCLUDING SIDEWALKS) WITH AT LEAST ONE TREE FOR EVERY 40 LINEAR FEET OF RIGHT-OF-WAY.

5.12 INTERSTATE 25 SETBACK

- A FOUR (4) TO SIX (6) FOOT HIGH BERM ALONG INTERSTATE 25 IS ENCOURAGED. BERM LOCATIONS AND SLOPES SHALL NOT INTERFERE WITH PUBLIC UTILITY MAINTENANCE OPERATIONS.
- LANDSCAPING SHALL BE PROVIDED IN THE SETBACK AREA AT A RATE OF 1 TREE AND 5 SHRUBS FOR EVERY 50 LINEAR FEET OF SETBACK.

5.13 LANDSCAPE MAINTENANCE

- LANDSCAPE MAINTENANCE SHALL BE THE RESPONSIBILITY OF A MAINTENANCE ENTITY.

6.0 LIGHTING

6.1 GENERAL STANDARDS

- THE PROPERTY IS PLANNED TO BE GOVERNED BY THE TOWN OF MEAD'S DESIGN STANDARDS AND CONSTRUCTION SPECIFICATIONS AS MAY BE AMENDED FROM TIME TO TIME.

7.0 SIGNAGE

7.1 GENERAL STANDARDS

- PRIOR TO THE FIRST SUBDIVISION APPROVAL THE DEVELOPER PLANS TO PREPARE AND SUBMIT FOR TOWN APPROVAL A MASTER SIGNAGE PLAN FOR TURION SOUTH. ALL SIGNAGE BEING USED WITHIN TURION SOUTH WILL CONFORM TO THAT APPROVED PLAN.

8.0 PARKING STANDARDS

8.1 GENERAL REQUIREMENTS

- EXCEPT FOR THE EXEMPTIONS BELOW, THE PROPERTY IS PLANNED TO BE GOVERNED BY THE PARKING REGULATIONS FOUND IN THE MEAD TOWN CODE OR OTHER APPLICABLE PARKING REGULATIONS ADOPTED BY THE TOWN.

8.2 PARKING LOT SETBACKS

- SEE SECTION 5.5.

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DEVELOPMENT
STANDARDS

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TURION SOUTH PLANNED UNIT DEVELOPMENT

Town of Mead, CO

PROJECT NUMBER: 5829

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**TURION SOUTH
PLANNED UNIT DEVELOPMENT**
Town of Mead, CO

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TURION SOUTH
PLANNED UNIT DEVELOPMENT (PUD)
A PORTION OF SECTION 35, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M.,
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ROADWAY DESIGN

TABLE 8. STREET STANDARDS

Street Classification:	4-lane Arterial	2-lane Minor Arterial	Major Collector (without parking)	Minor Collector (with parking)	Local Commercial/ Industrial	Residential Local	Residential Lane	Residential Connector Local	Alley *a
Right of Way (ROW) Width	130'	100'	66'	76'	60'	56' *m	37.5'	62'	12'- 20'
Roadway Width	70'	56'	40'	50'	34'	30'	24'	36'	12'-20'
Median Width	16' with curb & *B	16' with curb & *B	Optional *c	Optional *c	Optional *c	None	None	Optional *c	None
No. of Travel Lanes	4	2	2	2	2	1	1	2	1
Travel Lane Width	12'	12'	12' *d	11'	10'	16'	16'	10'	12'-20'
Designated Bike Lanes?	Multi-use path	Y	Y	Y	N *e	N *e	N *e	N *e	N *e
Bike Lane Width	12' multi-use path (outside of travel way)	7'	8'	6' w/parking 8' w/lt turn'	7'	0' *i	0' *i	0' or 6' *f	0'
Parking Lane Width	None	None	None	8' or None *j	10'	7'	8' on one side of street	8' or none *j	None
Lane Striping Req'd (T)ravel, (B)ike, (P)arking	T,B	T,B	T,B	T,B,P	T,B/P or T,B	None	None	T, P, or None	None
Min. Parkway Width	10'	10'	8'	8'	8 '	8' *m	8'	8'	NA
Min. Sidewalk width * k	8'	6'	6'	6'	6'	6'	6'	6'	None
Left Turn Lanes Req'd?	Y	Y	N or Y *d	N or Y *j	N or Y *j	N	N	N or Y *j	NA
Left Turn Lane Width	12'	12'	0' or 12'	0' or 12'	0' or 11'	0'	0'	0' or 10'	NA
Traffic Volume Capacity1000 veh/day	15-35	3.5-15	3.5 – 5	2.5 - 3.5	<2.5	<1.0	<0.7	1.0 - 2.5	NA
Speed Limit, mph	35 - 45	30-45	30 – 35	25 - 30	25	25	25	25	15
Fence minimum setbacks,feet from park-way edge ofsidewalk	8'	8'	7'	7'	6.5'	6.5'	6.5'	6.5'	3' or 8' *l
Driveway & Street Access	Limited	Limited	Limited	Limited	Unlimited	Unlimited	None	Unlimited	Unlimited
Continuity (see definitions)	Unlimited	Unlimited	1320'	1320'	1320'	660' *m	660'	1320'	660'
Curb & Gutter Vertical orDriveover	V	V	V	V	V or D	V or D	V or D	V	V or D
*a The maximum length of a Narrow Residential Local Street and Alley shall be 600 feet. *b Medians shall be 19' wide standard width or 7' wide where a 12' left turn lane is needed. *c Additional street width shall be required for development requested medians. *d To provide left turn lanes at intersections, 10' additional roadway width is required to provide an 11' wide left turn lane with 6' bike lanes and 11' travel lanes. *e Bikes share travel lanes with motor vehicles. *f If bike lanes are required, additional street width is planned to be required to provide 6' wide bike lanes. *g An 11' lane for shared parking and bikes is provided. *h A 7' wide bike lane is provided when parking is removed for a left turn lane.					*i Additional street width up to 4' wider may be required in the travel lane to accommodate higher volumes of bike traffic within and leading to activity areas. *j To provide left turn lanes at intersections, parking shall be removed. *k Additional sidewalk width may be required to accommodate anticipated higher pedestrian traffic vol-umes within or leading to activity areas. *l An 8' fence setback is required for a garage door setback of 8' from the alley ROW. With a garage door setback at 20' or greater, the minimum fence setback is 3' from the alley ROW. *m To use driveover curb and gutter the parkway width must be widened by 1 foot, thereby increasingstreet ROW width by 2 feet to provide 53 feet. *n If county road 9.5 is a modified 4-lane arterial that meets the requirements as listed above at a minimum but has a variable row width, variable roadway width, variable median width and a 12' bike/walk on the east instead of bike lanes *o Cul-de-sacs are permitted only on Local Streets. The cul-de-sac shall have a maximum length of 660 feet. If commercial sites or residences install fire sprinkler systems, the Local Entity may increase this length to 1,320, in accordance with Local Entity Fire Standards.				

TABLE 9. STREET STANDARDS - TECHNICAL DESIGN CRITERIA

Design Element		Arterial		Collector		Local		Alley
		4 or 6 lane	2 lane	Major	Minor	Comm/Indus- trial	Residential	
Overall Design Parameters								
Design Speed / Post- ed Speed	50/40-45 (6)						30/25 connec- tor 25/25	15
	50/35-45 (4)	50/30-45	40/30-35	40/25-30	30/25	200'	200'	
Stopping Sight Dis- tance 5	400'	400'	275'	275'	200'	200'	200'	100'
Horizontal Alignment								
Minimum centerline radius (with no su- per-elevation)	1075'	1075'	600'	600'	275'	275' connector 165'	50'	
Maximum super-ele- vation	0.04 ft/ft	0.04 ft/ft	0.04 ft/ft	NA	NA	NA	NA	
Minimum tangent between curves or at intersections 1, 5	200'	200'	150'	100'	100'	100' 0' for Res. Lane	20'	
Vertical Alignment								
Maximum Centerline Grade	5%	5%	6%	8%	8%	8%	8%	
Minimum Gutter Flowline Grade	0.50%	0.50%	0.50%	0.50%	0.50%	0.50%	0.50%	
Minimum K-values for Vertical Curves	Crest	110	110	60	60	30	30 connector 20 all others	10
	Sag	90	90	60	60	40	40 connector 30 all others	20
Intersection Design								
Minimum sight dis- tance at driveways and intersections 5	1030'	1030'	660'	660'	310'	260'	210'	
Access Manage- ment		Without Raised Median	With Raised Medi- an	With- out Raised Median	With Raised Median			
Distance between intersec- tions 2, 5	Signalized 5	2640' Min.		2640' Min.		NA	NA	NA
	Unsigna- lized 5	1320' Min.	660' Min.	660' Min.	660' Min.	200' Min.	200' Min.	150' Min.
Distance between high volume drive- ways and intersec- tions 2,5		660' Min.	660' Min.	460' Min.	330' Min.	200' Min.	200' Min.	100' Min.
Distance between driveway edges 5		460' Min.	460' Min.	460' 660' 660' Min.	330' Min.	75' Min.	30' Min.	30' Min.
Corner clearance between drive- ways/ alleys & street inter- sections 2, 5		460' – 660' 1320' 5 Min.	460' – 660' 1320' 5 Min.	175' Min.	100' Min.	175' Min.	50' Min.	40' Min.
Driveway approach street config.		Radial curb return	Radial curb return	Curb cut 4	Curb cut 4	Curb cut 4	Curb cut 4	Curb cut 4
1 Intersection tangents are measured from flowline of the intersected street at intersections. Note: Two curves in the same direction must be separated by a tangent at least two times the minimum tangent lengths shown in Table 9.								
2 These distances are measured as the separation between the centerlines								
3 600' for speeds < 45 mph subject to Traffic Impact Study findings								
4 Radial curb returns are also allowed where traffic volumes meet the requirements for a High Volume Driveway								
5 Distances may be reduced if approved by the Planning Director or his or her designee.								

TURION SOUTH
PLANNED UNIT DEVELOPMENT
Town of Mead, CO

ISSUE DATE: _____
REVISIONS
DATE DESCRIPTION

DRAWN: _____ REVIEWED: _____

PROJECT NUMBER: 5829

ROADWAY
STANDARDS

SHEET NUMBER

18 OF 24

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- D**

19. "COTTAGE HOMES" ARE SMALL LOT, SINGLE FAMILY DWELLING UNITS – THAT MAY BE ATTACHED OR DETACHED. OFTEN A DEVELOPMENT SCHEME WITH THESE TYPES OF HOMES PERMITS DEVELOPMENT WITH ASSURED MINIMUM SEPARATION BETWEEN BUILDINGS TO MAXIMIZE THE EFFICIENCY OF THE LOT.

-

- FOOD AND BEVERAGES ARE USUALLY SERVED IN PAPER, PLASTIC OR OTHER DISPOSABLE CONTAINERS;

- THE CONSUMPTION OF FOOD AND BEVERAGES IS ENCOURAGED OR PERMITTED WITHIN THE RESTAURANT BUILDING, WITHIN A MOTOR VEHICLE PARKED UPON THE PREMISES OR AT OTHER FACILITIES ON THE PREMISES OUTSIDE THE RESTAURANT BUILDING OR FOR CARRY-OUT; AND

35. "FINANCIAL INSTITUTIONS (WITH DRIVE THROUGH OR WITH NO DRIVE THROUGH)" SHALL MEAN ANY ESTABLISHMENT IN WHICH THE PRINCIPAL USE IS BANKING, LENDING, OR FINANCIAL ADVISORY SERVICES.

37. "GENERAL MACHINE SHOP" SHALL MEAN A WORKSHOP WHERE POWER-DRIVEN TOOLS ARE USED FOR MAKING, FINISHING OR REPAIRING MACHINES OR MACHINE PARTS.

39. "GROSS LAND AREA" SHALL MEAN THE TOTAL LAND AREA WITHIN THE BOUNDARY OF THE PROPERTY, PLANNING AREA, PLANNING SUBAREA, OR PARCEL, AS APPLICABLE, INCLUDING WITHOUT LIMITATION ANY PUBLIC OR PRIVATE STREETS, OPEN SPACE, AND OTHER FACILITIES.

41. "HOSPITAL" SHALL MEAN AN INSTITUTION PROVIDING HEALTH SERVICES PRIMARILY FOR HUMAN IN-PATIENT MEDICAL OR SURGICAL CARE FOR THE SICK OR INJURED AND INCLUDING RELATED FACILITIES, SUCH AS LABORATORIES, OUT-PATIENT DEPARTMENTS, TRAINING AND CENTRAL SERVICES FACILITIES AND STAFF OFFICES.

SHEET NUMBER

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TURION SOUTH PLANNED UNIT DEVELOPMENT (PUD)

A PORTION OF SECTION 35, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO
TOTAL AREA = 25,931,610 SQ FT, OR 595.31 ACRES, MORE OR LESS

4-LANE MAJOR ARTERIAL

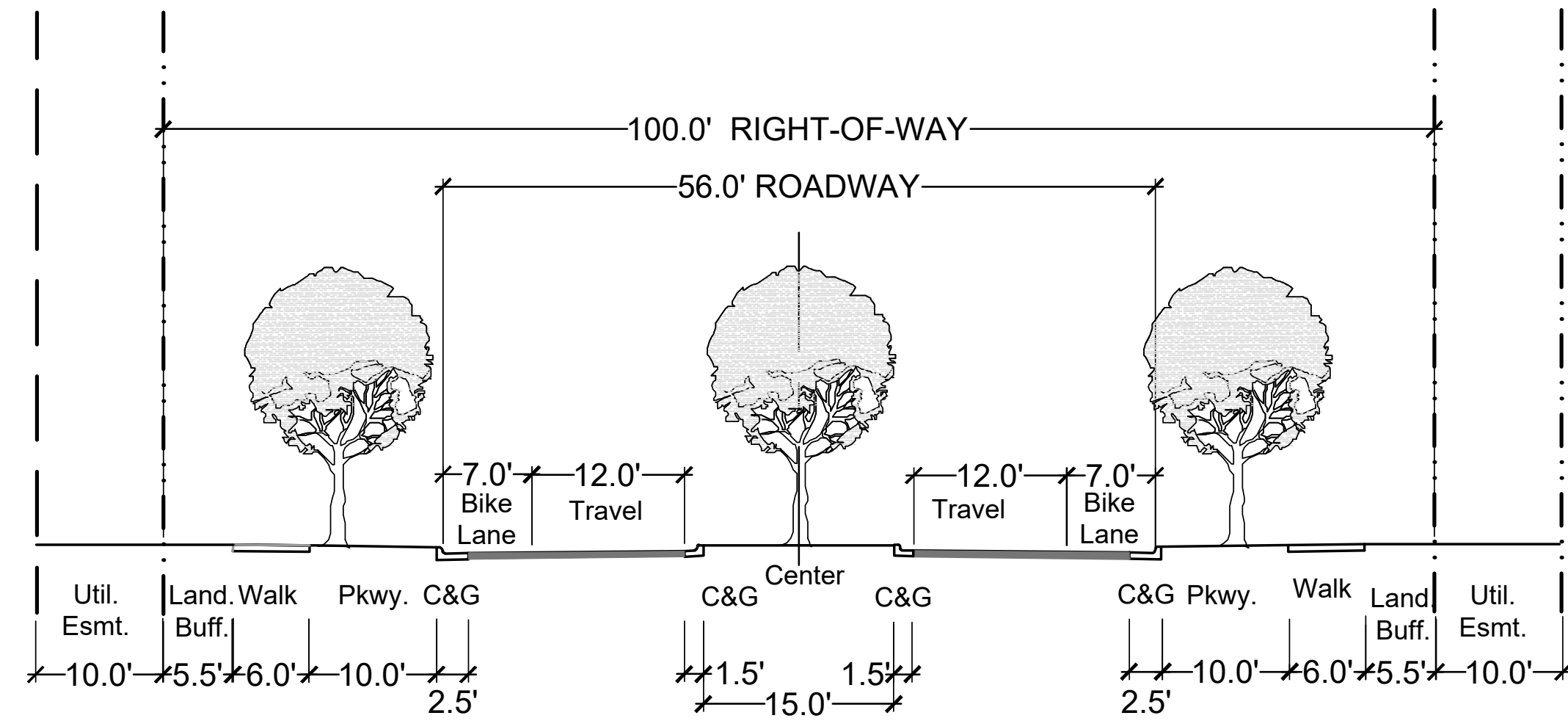
Note: The Town of Mead standard Major Arterial section will apply to CR 38.

2-LANE MINOR ARTERIAL

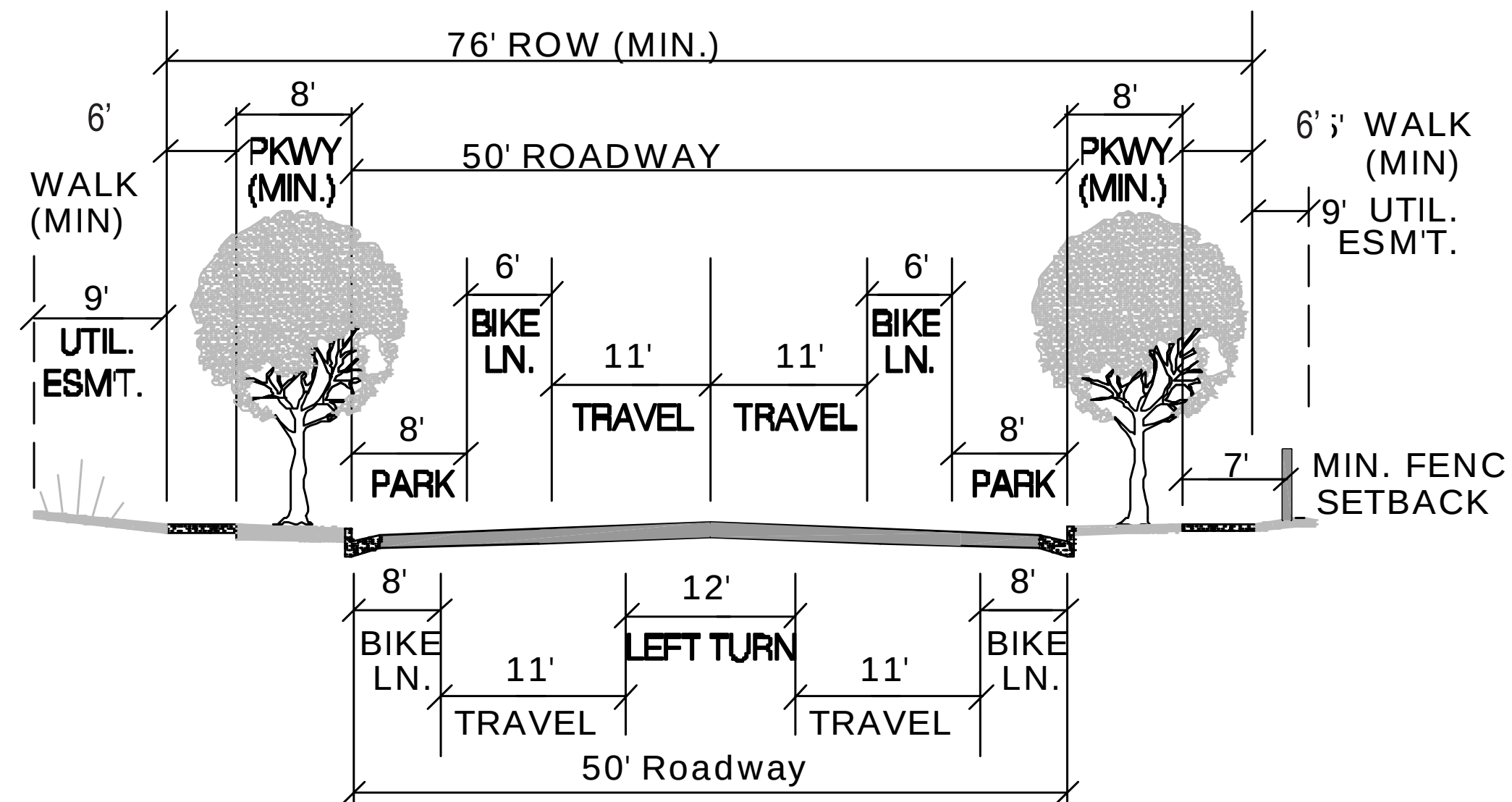
MAJOR COLLECTOR

MINOR COLLECTOR

2-LANE MINOR ARTERIAL



MAJOR COLLECTOR



MINOR COLLECTOR

PROJECT NUMBER: 5829

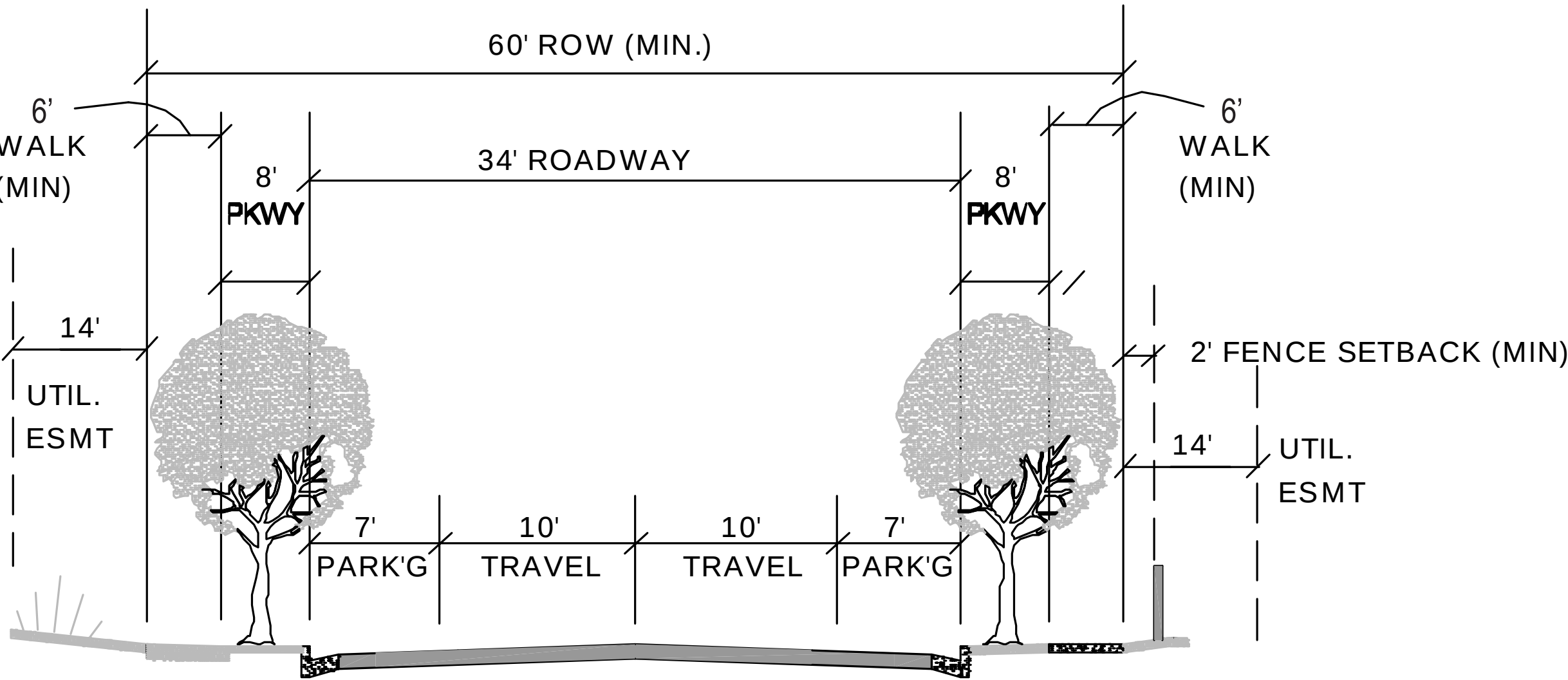
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TURION SOUTH
PLANNED UNIT DEVELOPMENT (PUD)
A PORTION OF SECTION 35, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO
TOTAL AREA = 25,931,610 SQ FT, OR 595.31 ACRES, MORE OR LESS

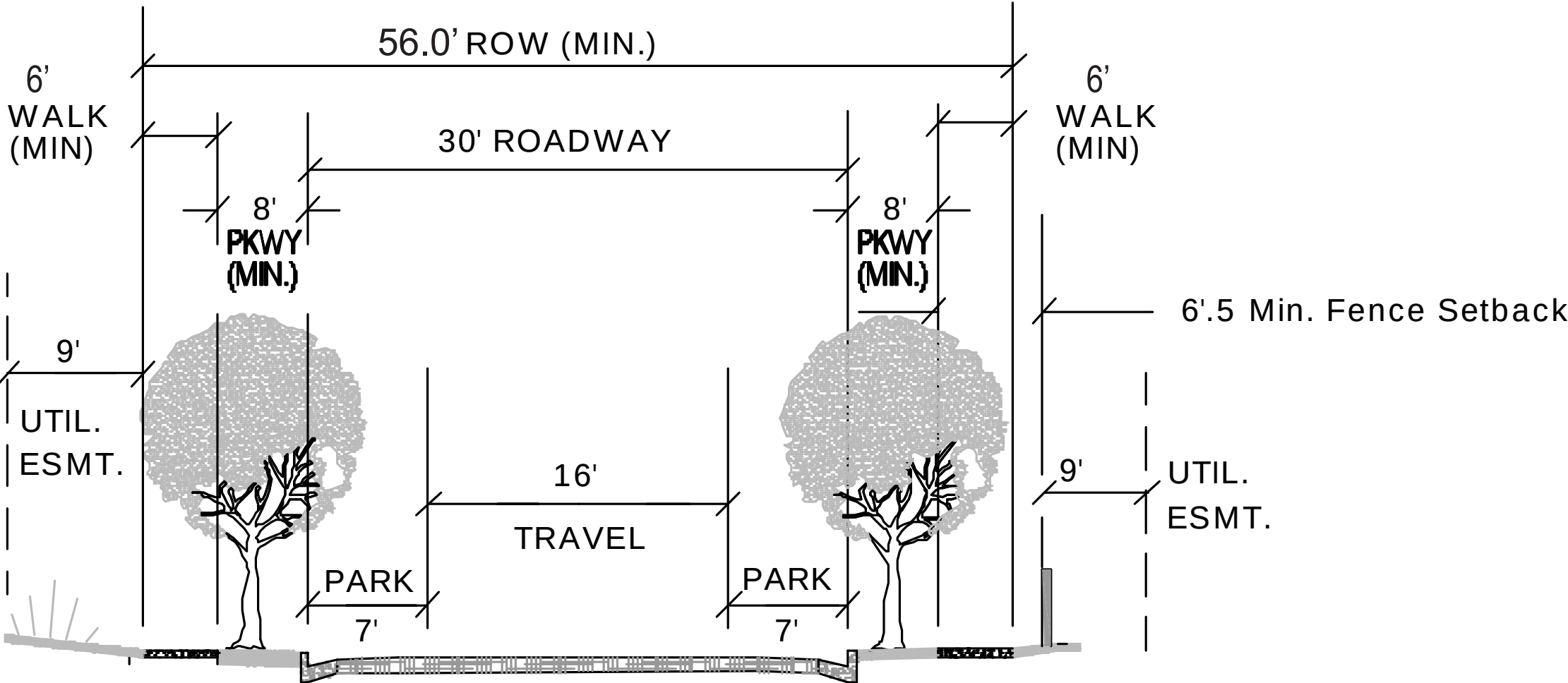
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Town of Mead, CO

LOCAL COMMERCIAL/INDUSTRIAL

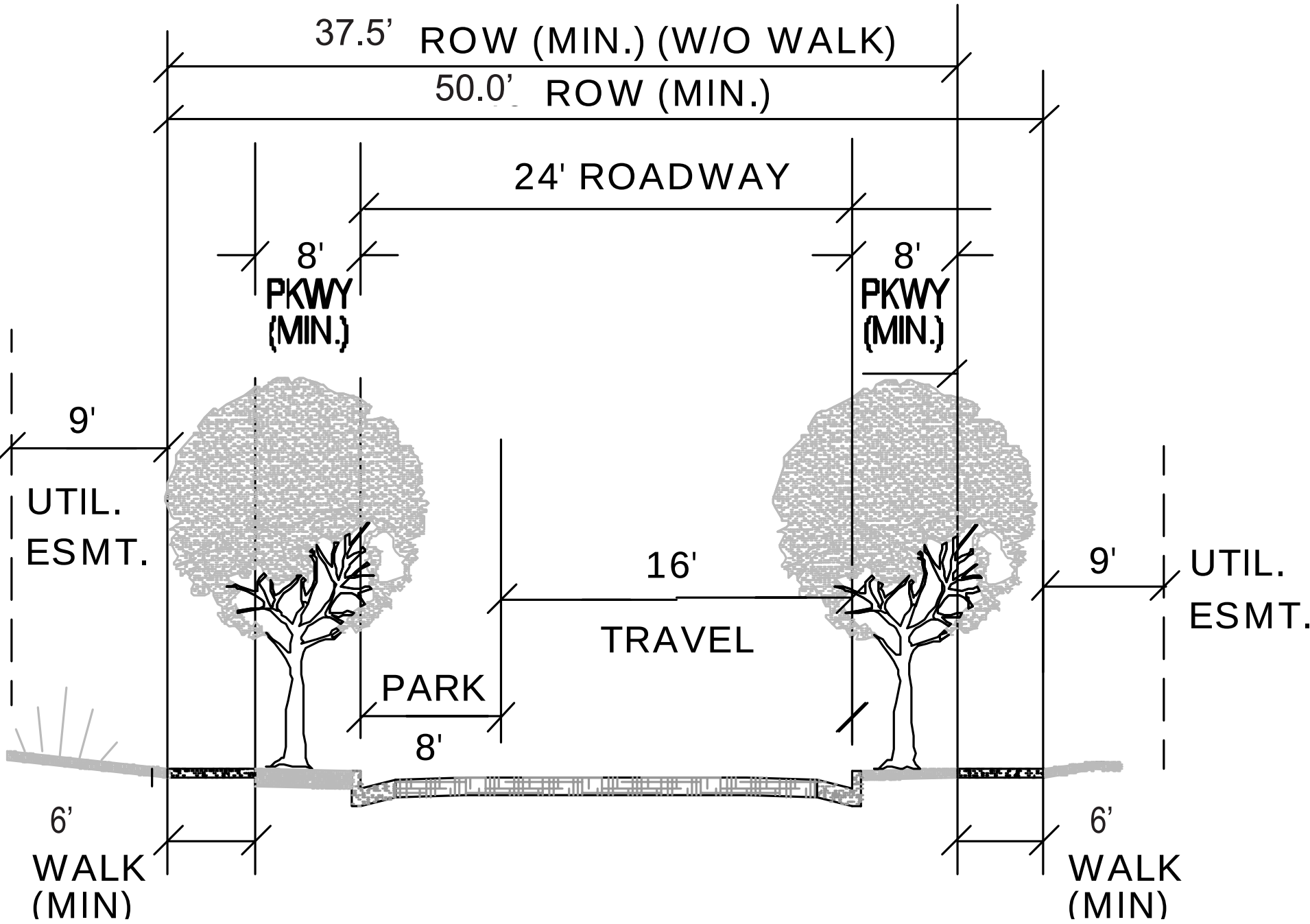


RESIDENTIAL LOCAL

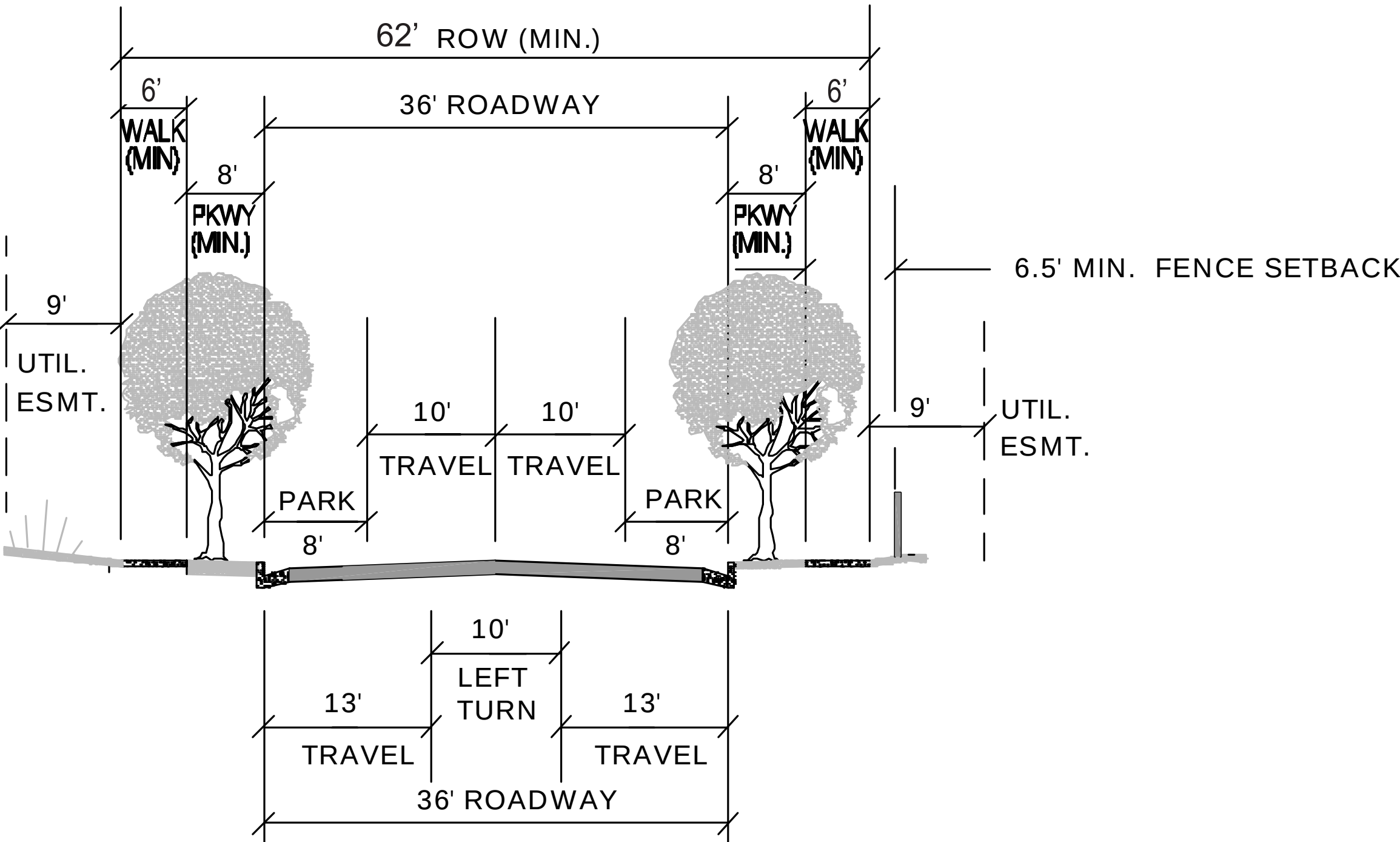


INTERSECTIONS
(WHERE NEEDED)

RESIDENTIAL LANE



RESIDENTIAL CONNECTOR LOCAL



INTERSECTIONS
(WHERE NEEDED)

ISSUE DATE: _____

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STREET SECTIONS

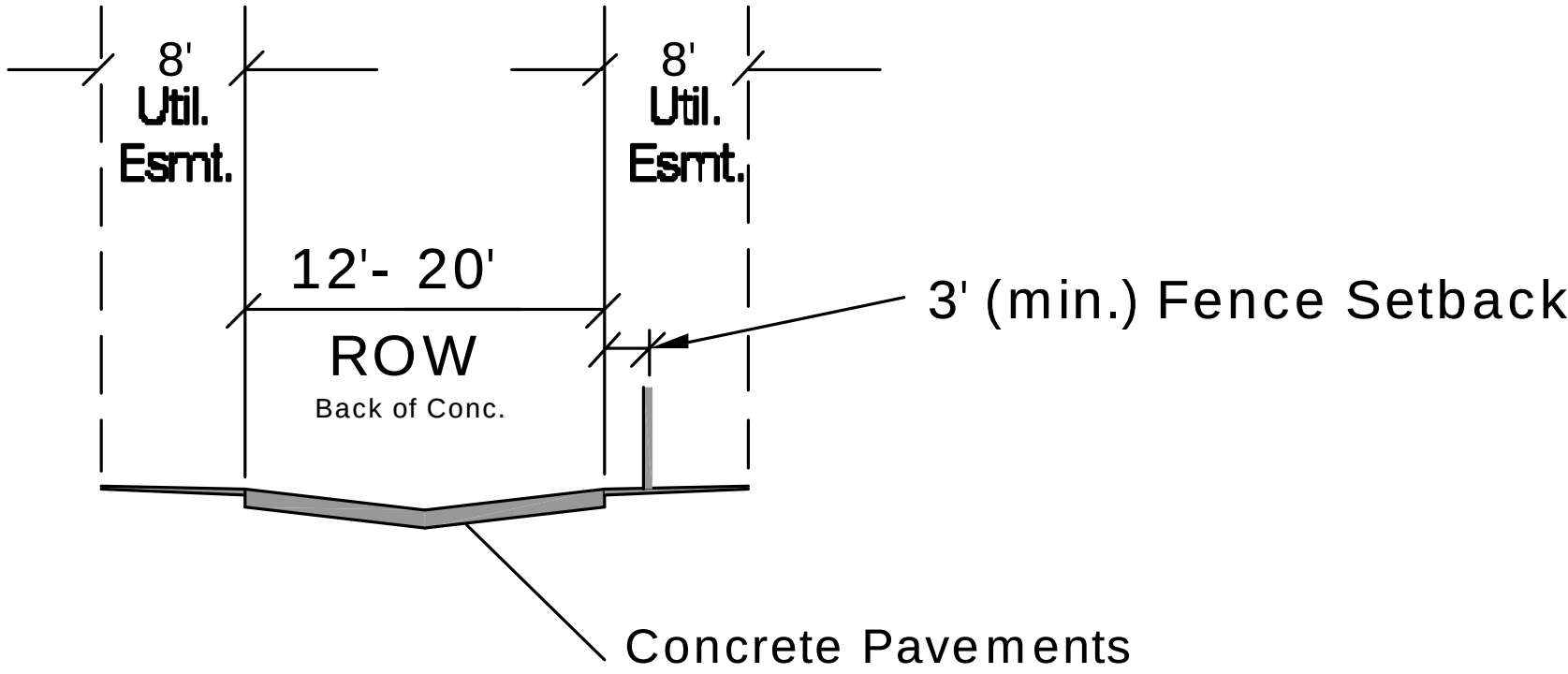
SHEET NUMBER

23 OF 24

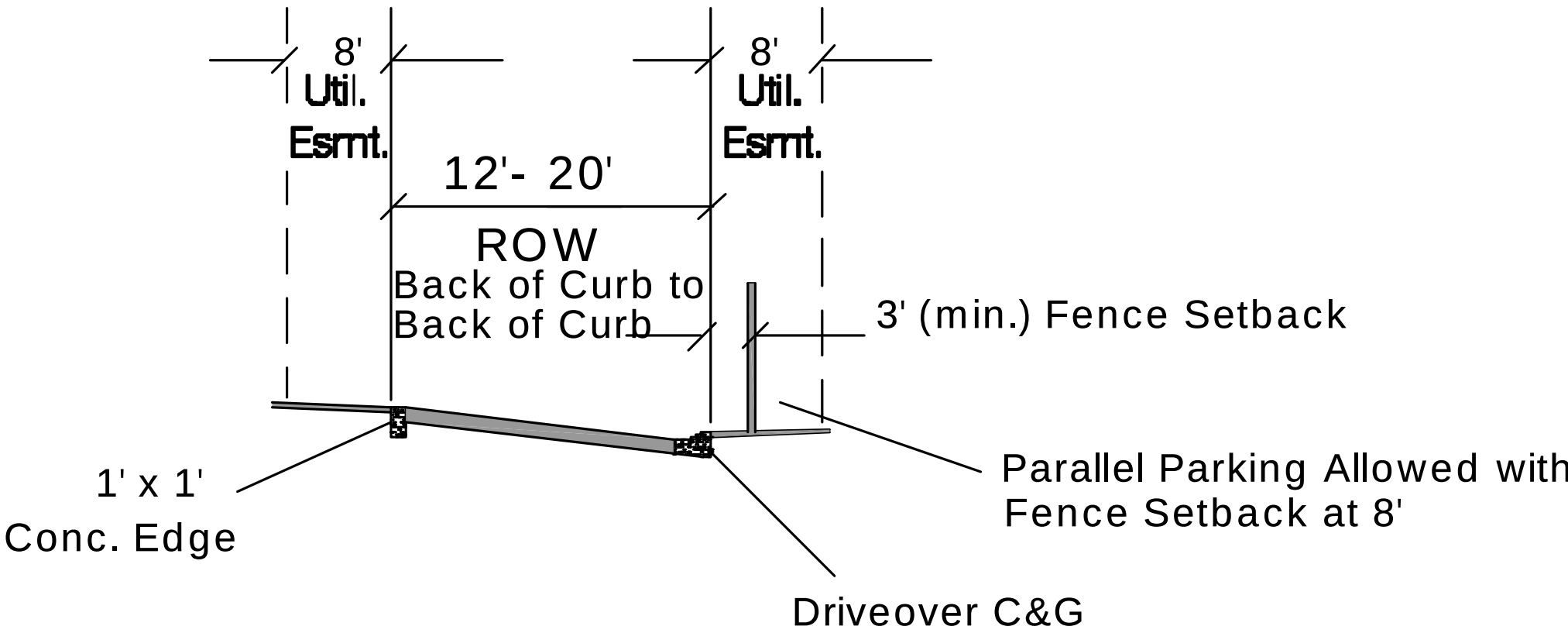
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COUNTY OF WELD, STATE OF COLORADO
TOTAL AREA = 25,931,610 SQ FT, OR 595.31 ACRES, MORE OR LESS

RESIDENTIAL ALLEY
OPTION A (DRAINAGE TO CENTER)



OPTION B (DRAINAGE TO ONE SIDE)



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STREET SECTIONS

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Turion South Planned Unit Development Regulatory Procedures

1. GENERAL PROVISIONS

1.1. Defined Terms

Capitalized words and phrases used but not otherwise defined in these Regulatory Procedures have the meanings set forth in the Definitions section of the PUD. Words and phrases that are not defined in the PUD but are defined in the Mead Town Code shall have the meaning as defined in the Mead Town Code. Where any word or phrase defined in the PUD is the same or substantially similar to a word or phrase defined or used in the Mead Town Code, the word or phrase defined in the PUD shall be the sole and exclusive definition of such word or phrase.

1.2. Planned Development (PUD)

These Regulatory Procedures are approved in connection with, and hereby incorporated by reference into the PUD. As used herein, “PUD” means the Turion South Planned Unit Development (PUD), together with these Regulatory Procedures, together with everything shown thereon and all amendments thereto approved by the Town.

2. PUD AMENDMENTS

2.1. General

To apply for an amendment to the PUD, the applicant shall submit a written and/or graphic statement describing in full detail the nature and extent of the alteration to the Director. The Director shall determine whether an amendment request shall be considered a minor amendment or a major amendment based on the criteria established herein.

Notwithstanding anything to the contrary in the PUD, the locations of public and private street locations, internal circulation design/pattern, trails, parks, and other open space, and other physical improvements conceptually depicted on the PUD will be determined in connection with the subdivision process as more fully set forth below, and as such, no amendment to the PUD shall be required to modify the locations of such improvements.

*[During the term of the **Vested Property Rights**, no amendment to the PUD, and no application for rezoning of all or any part of the property included within PUD, shall be accepted for processing, or approved or undertaken by the Town without the prior written consent of the Owner.]*

2.2. Minor Amendments

The intent of this Section is to provide a simplified amendment procedure for minor modifications to this PUD. As used herein, the term “minor amendment” means an application meeting the following criteria:

- A. Any amendment to the Design Standards that does not result in a more than 20% change than the originally approved Design Standard (e.g., a 20% reduction to a 20-foot setback requirement is 4 feet, resulting in a 16-foot setback);
- B. Any amendment to the permitted or conditional uses, so long as such modification does not add new permitted uses or conditional uses within any Planning Area, except as may be authorized in accordance with Section 3.4;
- C. Any amendment that modifies the boundaries of the Planning Areas, so long as such modification does not result in a net addition or reduction of more than 20% of the Gross Land Area within any Planning Area;
- D. Any amendment that modifies the boundaries or locations of the trails, parks, and other open space among or between Planning Areas, so long as such modification does not result in any reduction of the aggregate Gross Land Area provided as trails, parks, and other open space provided within the PUD;
- E. Any changes to these Regulatory Procedures;
- F. Any amendments proposed to address and/or incorporate changes in the Mead Town Code that are enacted subsequent to the date of these Regulatory Procedures; and
- G. Any amendment determined to be “minor modifications” by the Director based on consideration of whether such amendment:
 - (i) is not materially incompatible with immediately adjacent uses;
 - (ii) is not fundamentally inconsistent with the Design Standards set forth in this PUD other than the specific Development Standards addressed by the requested amendment; and
 - (iii) incorporates measures that adequately address significant impacts, if any, to immediately adjacent uses.

Developers must make a written request of the Director prior to submittal of a minor amendment request (unless waived by the Director) in order to obtain input into the appropriateness of the request and the materials required to be submitted with the request. Upon a complete submittal of the required materials, the Director shall

determine, within 15 days after submittal of the request, the completeness of the request and whether it qualifies to be processed administratively as a minor amendment. The Developer shall be notified in writing if the submittal is incomplete, and any inadequacies shall be specifically identified.

Within 30 days following determination of a complete submittal, the Director shall approve any minor amendment that meets the following criteria:

- A. The proposed amendment is materially consistent with the remaining Design Standards, commitments, and overall intent of the PUD;
- B. The amendment will not adversely and materially affect the use and enjoyment of the adjacent land, both within and adjacent to the PUD, and if so, such adverse effects may be mitigated; and
- C. The amendment is materially consistent with the policies and goals of the Town Comprehensive Plan.

Once the minor amendment has been approved by the Director, the Developer shall submit the amended PUD for recording, as applicable.

The Developer shall have the initial right to appeal the Director's written determination to the Board of Adjustment pursuant to the applicable provisions of the Mead Town Code.

2.3. Major Amendments

Any amendment to this PUD that does not qualify as a "minor amendment" pursuant to Section 2.2 shall be deemed a "major amendment." Major Amendments shall be reviewed by the Planning Commission and Town Board according to the complete PUD review procedure set forth in the Mead Town Code.

3. **LAND USE DESIGNATIONS**

3.1. General

Uses permitted within each Planning Area include all use types designated as "Use by Right" with respect to such Planning Area, as set forth in the PUD, together with accessory uses relating to such use types. Within each individual Planning Area, such use types are designated as Uses by Right, Conditional Uses, or Not Allowed.

3.2. Conditional Uses

Use types within the PUD that are designated "Conditional Use" as set forth in the PUD shall require a conditional use permit prior to issuance of a plot plan or site plan, as applicable, or the commencement of the conditional use. Conditional uses shall be allowed in accordance with the substantive and procedural requirements of the Mead Town Code, subject to the following modifications:

A. The Planning Commission shall be the approval authority for any conditional uses set forth in the PUD, which approval shall be at a public hearing in accordance with the applicable notice requirements set forth in the Mead Town Code.

B. Following the public hearing, the Planning Commission may approve, conditionally approve or deny the conditional use application based on the conditional use review criteria. A conditional use permit may be revocable, may be granted for a limited time period or may be granted subject to conditions as the Planning Commission may prescribe. Conditions may include, but shall not be limited to: requiring special setbacks, open spaces, fences or walls, landscaping or screening, street dedication and improvement, regulation of vehicular access and parking, signs, illumination, hours and methods of operation, control of potential nuisances, prescription of standards for maintenance of buildings and grounds and prescription of development schedules.

C. Developments and uses granted by conditional use permit shall be developed or established in accordance with the timeframe provided in the approved conditional use permit, or within two years of the date of approval if the timeframe is not established in the approved conditional use permit. Subject to extension in accordance with Section **Error! Reference source not found.**, failure to develop or establish such conditional use in accordance with the timeframe established in the permit (or two years from the date of approval if no timeframe is established in the permit) shall result in the expiration of the permit.

D. At least thirty (30) days prior to the expiration date of a conditional use permit due to failure to develop or establish an approved conditional use in accordance with the timeframe established in the permit (or two years from the date of such approval if no timeframe is established in the permit), or due to expiration of a term established in the conditional use approval, a Developer may request, in writing, approval of an extension of such expiration date. The Director may administratively approve up to a one-year extension of an approved conditional use.

E. No approved conditional use may be modified, structurally enlarged or expanded in ground area, unless such modification, enlargement or expansion receives the prior approval of the Planning Commission, which shall be obtained by repetition of the granting procedures provided in this PUD. The Planning Commission may authorize administrative approval of modifications, enlargement and expansion of conditional uses and may define a percentage or other parameter change to square footage, hours of operation, traffic or other aspects of the approved conditional use.

F. Appeal. The Developer shall have the right to appeal the Planning Commission's written decision regarding a conditional use to the Board of

Trustees, at the Developer's option, by filing a notice of appeal with the Town within ten (10) business days after the date of the written decision appealed. The notice shall state the grounds for, and present argument and evidence in support of, the appeal. The appeal shall be heard on the next available agenda of the Board of Trustees for which notice may be timely provided, but in any event not more than forty-five (45) days after the appeal is filed. In considering the appeal, the Board of Trustees shall review the matter de novo; however, evidence that was not presented to the Planning Commission shall not be introduced unless there is good and reasonable cause shown for the prior failure to introduce it. Upon conclusion of the hearing, the Board of Trustees shall make findings of fact and grant the appeal; grant the appeal with conditions that are supported by the facts found, and necessary to assure compliance with this Section 3.2 and the applicable provisions of the Mead Town Code; or deny the appeal. The decision shall be reduced to writing within five (5) business days and promptly thereafter provided to the Developer.

3.3. Temporary Uses

Temporary uses shall be allowed in accordance with the substantive and procedural requirements of the Mead Town Code; provided, however, no temporary use shall be permitted unless the Community Appearance Board has issued a certificate of approval as contemplated by Section 4.3.

3.4. Unlisted Uses

Uses not identified as a use by right or conditional use shall not be allowed unless determined by the Director that the proposed use is substantially similar to a listed use by right or conditional use within such Planning Area. The Director shall base this determination on consideration of the following factors:

- A. Whether the proposed use is similar in terms of hours of operation, traffic impacts, environmental impacts, and the potential for adverse impacts on surrounding properties to other uses by right or conditional uses in the Planning Area; and
- B. Whether the proposed use is typically housed in buildings or structures similar and compatible to those used to house uses by right or conditional uses in the Planning Area; and
- C. Whether the proposed use is consistent with the purpose and intent of the particular Planning Area.

The Developer shall have the initial right to appeal the Director's written interpretation to the Board of Adjustment pursuant to the applicable provisions of the Mead Town Code.

4. DESIGN REVIEW

4.1. Design Covenant

The Property is encumbered by and subject to the Design Covenant, which governs matters related to architectural design of development within all or any portion of the Property. Pursuant to the Design Covenant, the Community Appearance Board has prepared, approved and promulgated the (Supplemental) Design Guidelines to supplement and complement this PUD. Nothing in the Design Covenant, or the (Supplemental) Design Guidelines established thereunder, will be deemed to waive or modify any provision of this PUD.

4.2. Community Appearance Board

As contemplated by the Design Covenant, the Community Appearance Board has been organized to administer and enforce the Design Covenant and (Supplemental) Design Guidelines. In accordance with the Design Covenant, the Community Appearance Board shall have authority to review and is the sole and exclusive authority to approve the architectural design, landscape design, urban design and site design within the Property. The Community Appearance Board shall give prior written notice to the Director, or their designee, of each meeting of the Community Appearance Board at which the Community Appearance Board shall initially consider any submitted development proposal(s), which notice shall include the date, time, location and general subject matter of the meeting. At Owner's option, one or more separate sub-design review board(s) may be established with respect to any of the Planning Areas. Such sub-design review board(s) shall not be required to include any Town appointed representative as a member.

4.3. Certificate of Approval

The Town's approval of any plot plan or site plan within the Property is conditioned upon the Town's prior receipt of a certificate of approval executed by the Community Appearance Board. To facilitate efficient review and approval of such approvals, the Director may accept for processing an application for plot plan or site plan concurrently with such Developer's submittal of plans, specifications and details to the Community Appearance Board for review and approval of such permit; provided, however, that the Director shall not approve any such application unless and until the Community Appearance Board has issued its certificate of approval pursuant to the Design Covenant.

5. DEVELOPMENT REVIEW PROCEDURES

5.1. General

Except as expressly modified herein, preliminary and final subdivision plats, plot plans, and site plans for all projects within the PUD shall be submitted and

reviewed in accordance with the submittal requirements and review standards of the Mead Town Code in effect at the time of submittal of the applicable application.

Nothing in this PUD or the Mead Town Code shall be deemed to prohibit the concurrent processing of preliminary and final subdivision plats, plot plans, and site plans for all projects within the PUD.

5.2. Preliminary Plats

Preliminary plats shall be reviewed and approved in accordance with the substantive and procedural requirements of the Mead Town Code, subject to the following modifications:

A. An approved preliminary plat shall lapse and be of no further force and effect if the first final plat application for the preliminary plat has not been submitted within three years of the approval of the preliminary plat, or if any subsequent final plat application within such preliminary plat has not been submitted within two years of the approval of the immediately prior final plat within such preliminary plat.

B. Upon written application, and for good cause, the Director may extend the preliminary plat for up to two successive one-year periods. The Developer must request the extension in writing no later than 30 days prior to the expiration of the then-current period.

5.3. Final Plats and SIAs

Final plats shall be reviewed and approved in accordance with the substantive and procedural requirements of the Mead Town Code, subject to the following modifications:

A. As a condition of approval of the final plat, a Subdivision Improvements Agreement (as may be amended from time to time, "SIA") shall be signed between the Developer and the Town. In the SIA, the Developer agrees to construct any required public improvements shown in the final plat documents and to provide collateral that is sufficient to assure the completion of such improvements according to the accepted design and construction plans. No final plat shall be signed by the Town or recorded at the office of the Weld County Clerk, and no building permit shall be issued for development, until the SIA between the Town and the Developer has been executed. The SIA shall include a list of all required public improvements, an estimate of the cost of such improvements, the form of the guaranty to be provided for the improvements, a preliminary phasing plan for the construction of the improvements, as applicable, and any other provisions or conditions deemed necessary by the Director to ensure that all improvements will be completed as scheduled.

B. The Director shall be the approval authority for any final plats and SIAs within the PUD, which review and approval shall be administrative with an administrative decision rendered on such final plat and SIA by the Director. The Director shall not withhold or condition approval for any final plat that is substantially in conformance with the applicable preliminary plat or portion thereof. Public hearings shall not be required except as may be requested by the Developer.

C. Prior to the Director rendering a decision to reject or deny a final plat and/or SIA, the Director shall give the Developer prior written notice of the Director's intent to reject or deny such final plat and/or SIA, which notice shall include a good faith detailed accounting of the reasons for such intended rejection or denial and proposed recommendation(s) for satisfactorily addressing such deficiencies, and the Developer shall have an opportunity to amend such final plat and/or SIA prior to the Director finally rejecting or denying the final plat and/or SIA. The Director shall render a written decision on the final plat and/or SIA and shall post a notice of such decision in the same manner as the posting of Town ordinances, and the date of such posting shall be the date of the final decision of the Director for appeal purposes.

D. An approved final plat shall lapse and be of no further force and effect if a site plan or plot plan application, as applicable, for the final plat has not been submitted within three years of the approval of the final plat, or if any subsequent site plan or plot plan application within such final plat has not been submitted within two years of the approval of the immediately prior site plan or plot plan within such final plat.

E. Upon written application, and for good cause, the Director may extend the final plat for up to two successive one-year periods. The Developer must request the extension in writing no later than 30 days prior to the expiration of the then-current period.

5.4. Site Plans and Plot Plans

Site plans and plot plans shall be reviewed and approved in accordance with the substantive and procedural requirements of the Mead Town Code, subject to the following modifications:

A. The Director shall be the approval authority for any site plans and plot plans within the PUD, which review and approval shall be administrative with an administrative decision rendered on such site plan or plot plan, as applicable, by the Director. Public hearings shall not be required except as may be requested by the Developer.

B. The Director shall not approve any such application unless and until the Community Appearance Board has issued its certificate of approval pursuant to the Design Covenant.

C. Prior to the Director rendering a decision to reject or deny a site plan or plot plan, the Director shall give the Developer prior written notice of the Director's intent to reject or deny such site plan or plot plan, which notice shall include a good faith detailed accounting of the reasons for such intended rejection or denial and proposed recommendation(s) for satisfactorily addressing such deficiencies, and the Developer shall have an opportunity to amend such site plan or plot plan prior to the Director finally rejecting or denying the site plan or plot plan. The Director shall render a written decision on the site plan or plot plan and shall post a notice of such decision in the same manner as the posting of Town ordinances, and the date of such posting shall be the date of the final decision of the Director for appeal purposes.

D. An approved site plan or plot plan shall lapse and be of no further force and effect if a building permit application has not been submitted within three years of the approval of the site plan or plot plan, or if any subsequent building permit application within such site plan or plot plan has not been submitted within two years of the approval of the immediately prior site plan or plot plan within such final plat; provided, however, that if a phasing plan has been approved pursuant to the SIA, then the approved site plan or plot plan shall lapse and be of no further force and effect if a building permit application for the applicable phase of the subdivision is not submitted in accordance with the phasing plan set forth in the SIA.

E. Upon written application, and for good cause, the Director may extend the site plan or plot plan for up to two successive one-year periods. The Developer must request the extension in writing no later than 30 days prior to the expiration of the then-current period.

5.5. Appeals

The Developer shall have the right to appeal the Director's written decision regarding a final plat, site plan, or plot plan to the Board of Adjustment pursuant to the applicable provisions of the Mead Town Code. No third-party appeals shall be permitted to the Board of Adjustment, the Planning Commission or the Board of Trustees from the administrative decision of the Director with respect to any final plat, site plan, or plot plan.

6. Summary of Procedures

The following Table 1 summarizes the procedures applicable to this PUD.

Procedure	Community Appearance Board	R = Review Body; DM = Decision-Making Body; A = Appeal Body			
		Director	Planning Commission	Town Board	Board of Adjustment
PUD Minor Amendment	n/a	DM			A
PUD Major Amendment	n/a	R	R	DM	
Conditional Use	n/a	R	DM	A	
Unlisted Use Determination	n/a	DM			A
SIA	n/a	DM			A
Preliminary Plat	n/a	R	R	DM	
Final Plat	n/a	DM			A
Site Plan	Required	DM			A
Plot Plan	Required	DM			A

**TOWN OF MEAD, COLORADO
ORDINANCE NO. 1026**

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF
MEAD, COLORADO APPROVING THE DEVELOPMENT
AGREEMENT PERTAINING TO VESTED PROPERTY RIGHTS WITH
FRONT RANGE INVESTMENT HOLDINGS, LLC**

WHEREAS, the Vested Rights Property Statute, C.R.S. §§ 24-68-101, *et seq.* (“Vested Rights Property Statute”) authorizes local governments to enter into development agreements with landowners providing that a landowner’s rights shall be vested for a period exceeding three (3) years, if such period is warranted in light of all relevant circumstances; and

WHEREAS, C.R.S. § 24-68-104 requires that development agreements establishing a vested rights period exceeding three (3) years be adopted as legislative acts subject to referendum; and

WHEREAS, pursuant to Section 16-5-20 of the *Mead Municipal Code* (“MMC”), as amended by Ordinance No. 1020 dated January 9, 2023, a development agreement constitutes a site specific development plan which may establish vested property rights; and

WHEREAS, vested property rights confer on a landowner the right to undertake and complete the development and use of specifically defined property under the terms and conditions of the site-specific development plan or development agreement; and

WHEREAS, a vested property right shall be deemed established with respect to any property upon the approval or conditional approval by ordinance of a site-specific development plan establishing the vested property right, following notice and public hearing, as specifically required by the MMC; and

WHEREAS, Front Range Investment Holdings, LLC, a Colorado limited liability company (“FRIH”) has submitted a rezoning application to the Town, specifically FRIH seeks approval of the Turion South Planned Unit Development (“Turion South PUD”); and

WHEREAS, the Board of Trustees has considered and adopted Ordinance No. 1025, which conditionally approves the Turion South PUD; and

WHEREAS, FRIH has also submitted an application for the approval of vested property rights; and

WHEREAS, FRIH specifically requests the Board of Trustees’ review and approval of that certain DEVELOPMENT AGREEMENT PERTAINING TO VESTED PROPERTY RIGHTS, a copy of which is attached to this Ordinance as **Exhibit 1** and is incorporated herein by reference (“Development Agreement”); and

WHEREAS, FRIH is the owner of approximately 595.31 acres of unimproved land located in the Town, as more particularly described in Exhibit A of the Development Agreement (the “Subject Property”); and

WHEREAS, pursuant to Sec. 16-5-100 of the MMC, FRIH requests such vested rights for the Subject Property for a period of time exceeding three (3) years; and

WHEREAS, in accordance with Sec. 16-5-40 of the MMC at least 21 days’ advance notice of the time and place of the hearing regarding the establishment of vested property rights has been given by publication; and

WHEREAS, a public hearing regarding the establishment of vested property rights for the Subject Property has been held; and

WHEREAS, based on evidence set forth in the *Agenda Item Summary* prepared for the Board and other evidence and testimony presented at the public hearing, the Board of Trustees finds that approval of the Development Agreement is warranted considering all relevant circumstances, including the size of the development, economic cycles and market conditions, and that development of Subject Property for the uses contemplated in the Turion South PUD will take more than three (3) years to complete; and

WHEREAS, the Board further finds that approval of the Development Agreement will provide for orderly and well-planned growth within the Town, promote economic development and stability within the Town, ensure reasonable certainty, stability and fairness in the land use planning process, secure the reasonable investment-backed expectations of FRIH, and foster cooperation between the public and private sectors in the area of land use planning and development; and

WHEREAS, the Board of Trustees finds that the adoption of this Ordinance furthers the public health, safety and welfare of the Town of Mead and is consistent with the Vested Property Rights Statute and Article 5 of Chapter 16 of the MMC (“Vested Property Rights”).

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

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

Section 2. Approval of Development Agreement. Following notice and a public hearing pursuant to the MMC, the Board of Trustees hereby:

- (a) Approves the Development Agreement between the Town of Mead and FRIH in substantially the form attached to this Ordinance as **Exhibit 1**;
- (b) Authorizes the Town Attorney, in consultation with the Town Manager and Mayor, to make any non-material changes to the Development Agreement as may be necessary prior to execution;

- (c) Authorizes the Mayor to execute the Development Agreement on behalf of the Town when in final form;
- (d) Authorizes the Town Manager to execute the termination of annexation agreement contemplated in Recital H. of the Development Agreement (“Termination Agreement”);
- (e) Directs the Town Clerk to cause publication of the notice required pursuant to C.R.S. § 24-68-103(1)(c) and Sec. 16-5-60(b) to be made in *The Longmont Times-Call* within fourteen (14) days following the effective date of this Ordinance;
- (f) Directs the Town Clerk to record the Development Agreement with the Weld County Clerk and Recorder promptly after the effective date of this Ordinance, with all recording fees paid by FRIH; and
- (g) Directs the Town Clerk and Town Attorney to coordinate with FRIH regarding the recordation of the Termination Agreement on a date following the recordation of the Development Agreement.

Section 3. The approval set forth in this Ordinance shall be subject to all rights of referendum and judicial review, except that the period of time permitted by law for the exercise of such rights shall not begin to run until the date of publication provided for in C.R.S. § 24-68-103(1)(c) and Sec. 16-5-60(b) of the MMC.

Section 4. Nothing in this Ordinance shall exempt the Development Agreement from subsequent reviews and approvals required by this approval or the general rules, regulations and ordinances of the Town, provided that such reviews and approvals are not inconsistent with this approval.

Section 5. The establishment of the vested property rights associated with the Development Agreement shall not preclude the application of ordinances or regulations which are general in nature and are applicable to all property subject to land use regulations by the Town, including but not limited to building, fire, plumbing, electrical, and mechanical codes. In this regard, as a condition of this site-specific development approval, FRIH and its successor(s) and assign(s) shall abide by any and all such applicable building, fire, plumbing, electrical, and mechanical codes, unless an exemption therefrom is granted in writing.

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

Section 7. Severability. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the Ordinance. The Board of Trustees hereby declares that it would have passed the ordinance including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more part, section, subsection, sentence, clause or phrase is declared invalid.

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

Section 9. Certification. The Town Clerk shall certify to the passage of this ordinance and make not less than one copy of the adopted Code available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 27TH DAY OF MARCH 2023.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

Development Agreement Pertaining to Vested Property Rights
(attached)

**APPROVAL OF THIS DEVELOPMENT AGREEMENT PERTAINING TO VESTED
PROPERTY RIGHTS CREATES A VESTED PROPERTY RIGHT PURSUANT TO
ARTICLE 68 OF TITLE 24, COLORADO REVISED STATUTES, AS AMENDED.**

**DEVELOPMENT AGREEMENT
PERTAINING TO VESTED PROPERTY RIGHTS**

THIS DEVELOPMENT AGREEMENT PERTAINING TO VESTED PROPERTY RIGHTS (this “**Agreement**”) is made and entered into by and between the TOWN OF MEAD, COLORADO, a municipal corporation, by its Board of Trustees (the “**Town**”), and FRONT RANGE INVESTMENT HOLDINGS, LLC, a Colorado limited liability company (together with its successors and assigns, “**Master Developer**”). The effective date of this Agreement (the “**Effective Date**”) is the effective date of Ordinance No. ____, Series of 2023 (the “**Enabling Ordinance**”).

Recitals

A. Master Developer is the owner of certain real property, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the “**Property**”).

B. The Property is subject to that certain Annexation Agreement High Point at Mead dated November 13, 2012, and recorded in the real property records of Weld County, Colorado, at Reception No. 392041 (the “**Annexation Agreement**”).

C. Master Developer intends to develop the Property as a mixed-use development including, but not limited to, commercial/retail and residential uses (the “**Project**”), all as more fully set forth in that certain Turion South Planned Unit Development (PUD) (“**PUD**”) and the Turion South Planned Unit Development Regulatory Procedures (“**Regulatory Procedures**” and together with the PUD, the “**Development Plan**”), which Development Plan has been approved by the Town Board of Trustees as of the Effective Date.

D. Development of the Property has required and will require that Master Developer make substantial, initial investments in infrastructure improvements and public facilities which will serve the needs of the Project and related improvements to serve the Property and the Project, which improvements will include, but are not limited to, road and street improvements, storm drainage facilities, potable water and sanitary sewer lines, and certain other public, quasi-public, and private facilities, which investments can be supported only with assurances that development of the Property can proceed to ultimate completion as provided in this Agreement.

E. C.R.S. §§ 24-68-101, *et seq.* (the “**Vested Property Rights Statute**”), and Article V of the Town’s Land Use Code (the “**Code**”) provide for the establishment of vested property rights in order to advance the purposes stated therein and in this Agreement, and authorize the Town to enter into development agreements with landowners providing for vesting of property development rights for periods of greater than three years.

F. Master Developer previously submitted to the Town a written request for vested property rights pursuant to the Vested Property Rights Statute and the Code.

G. Development of the Property in accordance with the Development Plan is anticipated to, among other things, provide for orderly and well-planned growth, promote economic development and stability within the Town, ensure reasonable certainty, stability and fairness in the land use planning process, secure the reasonable investment-backed expectations of Master Developer and its investors, foster cooperation between the public and private sectors in the area of land use planning, and otherwise achieve the goals and purposes of the Vested Property Rights Statute and the Code.

H. In exchange for the foregoing benefits and the other benefits to the Town contemplated by this Agreement, the waiver and termination of the benefits set forth in the Annexation Agreement (pursuant to a separate termination agreement recorded in the real property records of Weld County, Colorado, on even date herewith), together with the public benefits served by orderly and well planned development of the Property, Master Developer desires to receive vested property rights in the Development Plan and this Agreement.

I. The parties now desire to enter into this Agreement to set forth their agreements and understanding with respect to the foregoing matters.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The Recitals to this Agreement are incorporated herein by this reference as though fully set forth in the body of this Agreement.

2. Vested Property Rights.

(a) Vesting Period. Notwithstanding the earlier occurrence of the Effective Date, the Vested Property Rights (defined in Section 2(b)) will be in effect during the period (the “**Vesting Period**”) commencing on the Effective Date and continuing through and including the twenty-fifth (25th) anniversary of the date of final, non-appealable approval of the first final plat within the Property, but in no event shall the Vesting Period extend beyond thirty-five (35) years following the Effective Date.

(b) Vesting of Property Rights. During the Vesting Period, Master Developer will have a vested property right, from time to time, pursuant to the Vested Property Rights Statute and the Code as implemented in this Agreement, to undertake development and complete development and use of the Property and approvals pertaining to the Project according to the constituent elements of this Agreement, the applicable SIA (as defined in Section 5), and the Development Plan (collectively, the “**Vested Property Rights**”). During the Vesting Period, the Town will not initiate, take or maintain any zoning or land use action which would alter, impair, prevent, diminish, impose a moratorium on development, or otherwise delay the development of the Property according to any constituent elements of the Development Plan, except as set forth in Sections 24-68-105(1)(a) & (b) of the Vested Property Rights Statute, or as permitted pursuant to this Agreement. The Vested Property Rights will not preclude the application of life safety

ordinances or regulations that are general in nature and are applicable to all property subject to land use regulation by the Town, including, but not limited to, building, fire, plumbing, electrical, and mechanical codes. Notwithstanding any provisions of the Code to the contrary, no constituent element of the Development Plan, will lapse or expire during the Vesting Period.

(c) Site Specific Development Plan. For purposes of this Agreement, this Agreement and each other constituent element of the Development Plan, individually and collectively, constitute an approved “site-specific development plan” as defined in the Vested Property Rights Statute. Each constituent element of the Development Plan, and any approved amendment or modification thereto, will constitute a site-specific development plan, and upon approval by the Town will create vested property rights under the Vested Property Rights Statute and the Code, which will be supplemental and in addition to the Vested Property Rights initially established through this Agreement, and will be vested pursuant to the Vested Property Rights Statute for the remaining duration of the Vesting Period. Except as otherwise approved by the Town, each constituent element of the Development Plan approved after the Effective Date will be consistent with the Town’s zoning and subdivision codes, development regulations, uniform codes, and street and utility construction and design requirements; provided, however, if there is an express conflict or inconsistency between any constituent element of the Development Plan and such codes, regulations and requirements, to the extent of such conflict or inconsistency, the Development Plan will control and such codes, regulations and requirements will not apply to the Development Plan.

(d) Expiration of Vesting Period. After expiration of the Vesting Period, the Vested Property Rights established by this Agreement with respect to the Vesting Period will terminate and have no further force or effect; provided, however, that such termination will not affect any common-law vested rights obtained before such termination; or any right, whether characterized as vested or otherwise, that may or may not arise from Town permits or approvals for the Property that were granted or approved before, concurrently, in conjunction with or after the approval of this Agreement.

3. Oil and Gas Wells and Production Facilities. The requirements set forth in Section 16-3-50(19) of the Code, as in effect as of the Effective Date (“**Oil and Gas Standards**”), shall apply to the Property, except that following abandonment and reclamation of wells in accordance with applicable state law and regulations, buildings of any kind may be constructed within the setbacks applicable in Section 16-3-50(19)(b) of the Oil and Gas Standards, but in no event within twenty-five (25) feet of any such well. Nothing in this Agreement will be deemed to constitute a waiver of any applicable provisions of the Oil and Gas Conservation Act of the State of Colorado, as set forth in Section 34-60-101, *et seq.*, or any regulations promulgated thereunder, including without limitation by the Colorado Oil and Gas Conservation Commission.

4. Phasing. Master Developer may commence and complete the Project in one or more development phases (each a “**Phase**”) pursuant to one or more phasing plan(s) (as may be amended from time to time, each a “**Phasing Plan**”) to be submitted to the Town for the Town’s review and written approval, in accordance with Section 1.3 of the Regulatory Procedures, and setting forth the following details for each Phase: (i) the physical boundaries of such Phase; (ii) the

portion of the Project, including without limitation the public and private improvements, included within such Phase; and (iii) the period for commencement and completion of all work within such Phase (which period may commence and expire based on the timeline for actual development of the Project as opposed to “hard” dates, as may be expressly set forth in the Phasing Plan or otherwise approved in writing by the Town).

5. Form of SIA. The subdivision improvement agreement required pursuant to Section 5.3.A of the Regulatory Procedures shall be substantially in the form and substance attached hereto as Exhibit B attached hereto and incorporated herein by this reference, subject to any revisions or other modifications mutually approved by the parties thereto (the “SIA”).

6. Condemnation. The Town may support, at its reasonable discretion and subject to the applicable provisions of the Code, Master Developer’s acquisition of additional rights-of-way, including through the use, if necessary, of its condemnation authority, to the extent necessary or appropriate in connection with the development of the Project. As a condition to any obligation of the Town to support such measures, Master Developer will (i) have exhausted all other options for acquisition, including condemnation by one or more Title 32, C.R.S. districts organized, or to be organized, to serve the Property or any portion thereof (as applicable, “**District**”); and (ii) enter into a reimbursement agreement with the Town, pursuant to which Master Developer will reimburse the reasonable, actual costs and expenses incurred in connection with the same.

7. Commercial Parcel Incentives. The Town, subject to negotiation on a case-by-case basis and at its discretion, may grant one or more tax credits or other financial incentives applicable to the portions of the Property contemplated for commercial, retail, office, and other non-residential uses (“**Commercial Parcel(s)**”) for the purpose of financing and facilitating public and community improvements within such Commercial Parcel(s), including, without limitation, a credit on sales and/or use tax to facilitate establishment of a public improvement fee (PIF) within such Commercial Parcel(s).

8. Covenants. Upon recordation in the real property records of the Weld County Clerk and Recorder (the “**Records**”), which the parties will cause to occur promptly after the Effective Date, the provisions of this Agreement will constitute covenants or servitudes which touch, attach to and run with the Property, and the burdens and benefits of this Agreement will bind and inure to the benefit of the Property and of all estates and interests in the Property and all successors in interest to the parties.

9. Legal Challenges. The Town covenants that it will cooperate with Master Developer in Master Developer’s efforts to defend against any challenge or litigation brought by a third party concerning this Agreement; provided, however, that the Town is not obligated to expend any monies for such defense, including without limitation attorneys’ fees, costs, or any other professional fees, unless reimbursed by Master Developer. If this Agreement or any portion thereof is challenged by initiative or referendum, including any judicial contest to the outcome thereof, then, to the extent so challenged, the provisions of this Agreement, together with the duties and obligations of each party, may be suspended pending the outcome of the initiative or referendum election and the judicial contest, if any, at Master Developer’s election, in its sole discretion; and the Vesting Period will automatically be extended by a period equal to the period of such suspension. If the initiative or referendum fails, then the parties will continue to be bound

by all of the terms of this Agreement. If any legal challenge successfully voids, enjoins, or otherwise invalidates this Agreement, the Town and Master Developer will cooperate to cure the legal defect in a manner that most fully implements the intent and purpose of this Agreement.

10. Default and Cure Period. If either party fails to meet, abide by or maintain the terms and conditions of this Agreement, it will constitute an event of default by such party. In the event of any claimed default by a party, the non-defaulting party will give the defaulting party not less than 30 days' written notice and opportunity to cure (the "**Cure Period**"), which notice will specify the nature of the default. No act, event or omission will be a default hereunder if the defaulting party's failure to perform is caused by force majeure or by any act, omission or default by the other party, or so long as the defaulting party has in good faith commenced and is diligently pursuing efforts to correct the condition specified in such notice. Notwithstanding the Cure Period, Master Developer will have the right to include and prosecute a claim for breach of this Agreement in any claim brought under C.R.C.P. Rule 106 if Master Developer believes that the failure to include and prosecute such claim may jeopardize Master Developer's ability to exercise its remedies under this Agreement at a later date. Except as expressly permitted by this Section 10, any claim for breach of this Agreement brought before the expiration of the applicable Cure Period will not be prosecuted by Master Developer until the expiration of the applicable Cure Period except as set forth in this Agreement.

11. Remedies. If any default under this Agreement is not cured as described in Section 10, the non-defaulting party will have the right to enforce the defaulting party's obligations hereunder by an action for injunction or specific performance, and neither the Town nor the Master Developer will be entitled to or claim any form of damages, including, without limitation, lost profits, economic damages, or incidental, consequential, punitive or exemplary damages, except as expressly permitted by this Agreement. To the fullest extent each party may legally do so, the Town hereby waives any rights it may have under the Vested Property Rights Statute to pay damages in the event of a breach of the Vested Property Rights by the Town (whether by Town action or by initiated or referred measure), and Master Developer hereby waives any rights it may have under the Vested Property Rights Statute to receive an award of such damages. It is the parties' express intent that the legal effect of such mutual waivers will be that, in the event of a breach of the Vested Property Rights by the Town, Master Developer's remedies will be limited to the equitable remedy of specific performance of the Town's obligations with respect to such Vested Property Rights, and the exception set forth in Section 24-68-105(c) of the Vested Property Rights Statute will not be asserted by or legally available to the Town; provided, however, that if the foregoing waiver is held by the courts to be illegal or otherwise unenforceable, then Master Developer may pursue damages pursuant to the Vested Property Rights Statute.

12. Notice. All notices, demands or other communications required or permitted to be given hereunder will be in writing and any and all such items will be deemed to have been duly delivered upon personal delivery; or as of the fifth business day after mailing by United States mail, certified, return receipt requested, postage prepaid, addressed as follows; or as of the immediately following business day after deposit with Federal Express or a similar overnight courier service that provides evidence of receipt, addressed as follows. Any such notice shall be accompanied by email delivery to the applicable email address.

If to the Town: Town of Mead
P.O. Box 626
Mead, CO 80542
Attn: c/o Town Manager
E-mail: hmigchelbrink@townofmead.org

With copies to: Michow Cox & McAskin LLP
6530 S. Yosemite Street, Suite 200
Greenwood Village, CO 80111
Attn: Mead Town Attorney
E-mail: marcus@mcm-legal.com

If to Master Developer: Front Range Investment Holdings, LLC
c/o Land Asset Strategies, LLC
12650 W. 64th Avenue, Unit E #274
Arvada, Colorado 80004
Attn: Bob Eck
E-mail: bob.eck@landassetstrategies

With copies to: Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
950 17th Street, Suite 1600
Denver, Colorado 80202
Attn: Cory Rutz
E-mail: crutz@ottenjohnson.com

13. Additional Provisions.

(a) Amendment. This Agreement may be amended, terminated or superseded only by mutual consent in writing of each of the Town and Master Developer, but without the consent of any subsequent owner of all or any portion of the Property unless Master Developer has assigned its rights with respect to the right to consent to such amendment pursuant to Section 13(h). Promptly after any amendment to this Agreement becomes effective, the Town will cause it to be recorded at Master Developer's cost in the Records; provided however, the validity or enforceability of such an amendment will not be affected by any delay in or failure to record the amendment as provided herein.

(b) Headings. The headings and captions used herein are for the convenience of the parties only and will have no effect upon the interpretation of this Agreement.

(c) Applicable Law. This Agreement will be interpreted and enforced according to the laws of the State of Colorado.

(d) Severability. If any part, term, or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or un-enforceability will not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of this Agreement.

(e) Reasonableness. Any provision of this Agreement calling for exercise of discretion of a party, or providing for consent or approval of a party, or any similar action, will be construed as requiring said party to exercise such discretion in a reasonable manner.

(f) Additional Documents. Each of the parties agrees to execute and deliver such additional instrument or instruments as the other party may from time to time reasonably request in order to effectuate the provisions of this Agreement.

(g) Waiver of Breach. The waiver by any Party to this Agreement of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any Party.

(h) Successors; Assignment. This Agreement will be binding upon and will inure to the benefit of the successors in interest and/or the legal representatives of the parties, except as expressly set forth in Section 13(a), and will be deemed a covenant running with the Property or any portion thereof. Master Developer will have the right to assign or transfer all or any portion of its interests, rights, or obligations under this Agreement upon receiving the prior written consent of the Town, provided that to the extent Master Developer assigns any of its obligations under this Agreement, the assignee of such obligations will expressly assume such obligations; further provided, however, that such consent will not be required in connection with (i) an assignment or delegation, in whole or in part, to any entity controlled by, controlling or under common control with Master Developer, including without limitation any District, or (ii) an assignment to a third party developer concurrently with such developer's acquisition of all or substantially all of the Property. In no event will the purchaser of any lot within the Property upon which a dwelling has been constructed be deemed to be a direct or indirect successor to Master Developer hereunder solely on account of such lot purchase.

(i) Entire Agreement. Excepting the Development Plan, to the extent those documents supplement, implement or complement the provisions of this Agreement, this Agreement constitutes the entire understanding among the parties with respect to the subject matter hereof.

(j) Town Findings. The Town hereby finds and determines that execution of this Agreement is in the best interests of the public health, safety and general welfare of the Town, and that the provisions of this Agreement are consistent with the Town's development laws, regulations and policies, all as more fully set forth in the Enabling Ordinance.

(k) Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement.

[signature page follows this page]

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

DEVELOPER:

Front Range Investment Holdings, LLC,
a Colorado limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, as _____ of Front Range Investment Holdings, LLC, a Colorado limited liability company.

My commission expires: _____

Witness my hand and official seal.

Notary Public

TOWN:

Town of Mead, Colorado,
a Municipal Corporation

By: _____
Name: _____
Title: _____

ATTEST:

Mary Strutt, Town Clerk

EXHIBIT A
Legal Description of the Property
[to be inserted from PD prior to execution]

EXHIBIT B
Form of SIA
TOWN OF MEAD, COLORADO
SUBDIVISION IMPROVEMENT AGREEMENT
FOR _____ FINAL PLAT

This Subdivision Improvement Agreement (“**Agreement**”) is made and entered into by and between the TOWN OF MEAD, COLORADO, a municipal corporation, by its Board of Trustees (the “**Town**”), and _____ (together with its successors and assigns, “**Developer**”). The Town and Developer are collectively referred to as “**Parties**,” or occasionally in the singular as “**Party**.” This Agreement shall be effective as of the date of mutual execution by the Parties (“**Effective Date**”).

Recitals

A. Developer is the owner of certain real property, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the “**Property**”).

B. The Property is subject to that certain Development Agreement pertaining to Vested Property Rights dated _____, and recorded in the real property records of Weld County, Colorado, at Reception No. _____ (the “**Development Agreement**”).

C. Developer desires to subdivide and/or develop the Property and has submitted to the Town for approval and execution a final plat designated as _____ (“**Final Plat**”), together with final construction plans for the Improvements (defined below) (the “**Construction Plans**”), copies of which are on file with the Town and made a part hereof by this reference.

D. The Development Agreement contemplates that the Town and Developer will enter into a subdivision improvement agreement in form and substance contemplated by Development Agreement to set forth the terms and conditions upon which Developer will cause the construction and completion of certain on-site and off-site public improvements inclusive of all landscaping improvements (“**Landscape Improvements**”) more particularly described in Exhibit B attached hereto and incorporated herein by this reference (the “**Improvements**”). Unless the context requires otherwise, the term Improvements as used herein shall be inclusive of Landscape Improvements.

E. The Town is willing to approve and execute the Final Plat upon the agreement of Developer to the terms and conditions of this Agreement with respect to the Improvements, the Development Plan (as defined in the Development Agreement), and the applicable ordinances, rules, regulations and standards of the Town, including but not limited to the Mead Land Use Code (“**Code**”); the Mead Municipal Code (“**MMC**”), the Town’s Design Standards and Construction Specifications for the Design and Construction of Public and Private Improvements, as may be amended, all other governing regulations in effect at the time the Construction Plans are approved by the Town, and all necessary permits issued by the Town and other governmental or quasi-governmental authorities having jurisdiction over the Improvements (collectively, the “**Standards**”).

F. This Agreement is required, as a condition of approval of the Final Plat, by Section 5.3.A of the Regulatory Procedures (as defined in the Development Agreement).

G. The Town and Developer mutually acknowledge and agree that the matters hereinafter set forth are reasonable conditions and requirements to be imposed by the Town in consideration of its approval and execution of the Final Plat, and that such matters are necessary to protect, promote, and enhance the public welfare.

Agreement

NOW, THEREFORE, in consideration of these premises, the mutual obligations herein contained, the Town's approval and execution of the Final Plat, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Construction of Improvements. Developer shall have the right to develop the Property in the order, at the rate and at the time as market conditions dictate, subject to the terms and conditions of this Agreement.

(a) Compliance. The Improvements shall be constructed and installed in accordance with the Phasing Plan, as applicable, Construction Plans, and the Standards, subject to the terms and conditions of this Agreement. Unless otherwise specified in the Construction Plans, all materials for Improvements shall be new and both workmanship and materials shall be of good quality. As applicable to the Improvements, a Standard may only be modified or waived by (i) written agreement between Developer and Town, or (ii) Town's approval of any modification or waiver of such Standard as part of Town's approval of the Construction Plans provided such modification or waiver is specifically identified as such on the Construction Plans.

(b) Testing. Developer shall, at its sole cost and expense engage a Colorado licensed professional engineer to provide inspection and testing services during the construction process with respect to the Improvements, upon reasonable, written request from the Town. Copies of all such tests shall be provided to the Town promptly upon request. Developer shall contact the Town promptly upon the material failure of any performance testing, and of any problems that arise that prevent construction or installation of any Improvements in accordance with the approved Construction Plans. If Developer fails to conduct testing and inspection of material and work related to the Improvements within ten (10) business days (or such longer period as may be reasonably necessary so long as Developer is using commercially reasonable efforts to conduct such testing and inspection) of a written request from the Town detailing the test or inspection required or requested in accordance with this Section 1(b), or if the Town reasonably believes that any required tests or inspections were either performed incorrectly or falsified, the Town may conduct or cause to be conducted the same and charge 100% of the cost(s) to Developer, together with a ten percent (10%) administrative fee to cover the Town's costs associated with engaging third-party contractors or consultants to perform said services or testing. No excavation, facility or Improvement, including water and sewer service connections, within any Phase shall be covered following a written request for inspection by the Town, unless

such inspection is subsequently waived in writing or completed as required by this Agreement. Construction shall not proceed beyond required inspections or testing unless approved by the Town, such approval not to be unreasonably withheld, conditioned or delayed. Except to the extent of direct damages caused by the gross negligence or willful misconduct of the Town or its employees or agents in connection therewith, no liability shall attach to Mead by reason of any inspections, observations, testing, or reviews, or by reason of the issuance of any approval or permit for any work subject to this Agreement. Subject to this Section 1(b), Developer shall reimburse the Town for all costs incurred by the Town in the performance of the above services, including associated attorney fees, within thirty (30) days after receipt of the Town's invoice for said services.

(c) Phasing. Developer may commence and complete the Improvements in one or more development phases (each a “**Phase**”) pursuant to one or more phasing plan(s) attached hereto as Exhibit D (as may be amended from time to time in accordance with Section 1.3 of the Regulatory Procedures, each a “**Phasing Plan**”), and setting forth the following details for each Phase: (i) the physical boundaries of such Phase; (ii) the Improvements included within such Phase; and (iii) the period for commencement and completion of all Improvements within such Phase (which period may commence and expire based on the timeline for actual development of the Phase as opposed to “hard” dates, as may be expressly set forth in the Phasing Plan or otherwise approved in writing by the Town).

(d) Extensions. Extensions of time up to an additional one (1) year period for completion of Improvements within a Phase may be granted by the Town in writing for good cause shown in accordance with Section 1.3 of the Regulatory Procedures. “Good Cause” shall be determined by the Town in its commercially reasonable discretion; notwithstanding the foregoing, Good Cause shall include: (a) force majeure events; (b) unreasonable delay in the receipt of approval, notice, inspection, testing or other required response from the Town; and (c) any extension agreed upon in writing by Developer and the Town. Any extension of time to complete the Improvements beyond the latest of the applicable deadline in the Phasing Plan or two (2) years from the date of approval of the Final Plat shall require the Developer to submit updated construction cost estimates for completion of the remaining Improvements and to provide additional or replacement Collateral (as defined in Section 8(a)) in an amount equal to one hundred percent (100%) of the cost to construct the Improvements remaining to be completed (which cost estimate shall include a cost contingency of ten percent (10%) of the total estimated costs to construct remaining Improvements).

(e) Additional Permits. The Parties acknowledge and agree that land development activity and the construction of public infrastructure may require additional permits from state and federal agencies, and that it is the responsibility of the Developer to obtain all applicable state and federal permits prior to commencement of the Improvements.

2. Construction Site Maintenance.

(a) Damage to Adjacent Properties. Developer shall take all reasonable steps necessary to prevent its construction activities from damaging adjacent properties owned by third parties and owned by the Town, as applicable. If any such adjacent property is damaged or destroyed by and during the construction of the Improvements to the extent arising directly as a result of the actions of Developer or anyone acting by, through or under Developer, Developer shall, at its cost and subject to the prior written approval of the owner of the applicable property, promptly repair or replace the same to a condition similar or equal to that existing before such damage or injury.

(b) Erosion Control. During construction, Developer shall use proper air quality control and erosion and sedimentation control and maintain existing and completed streets and roads in such a manner that they may be reasonably traveled upon. If the Town determines in its commercially reasonable discretion that dust emanating from the Property related to construction activities is unacceptable, it may order Developer to take abatement measures, and Developer shall comply with such order within fifteen (15) days following written notice of the same. In the event that Developer does not timely comply with such abatement measures, Mead may order construction within the applicable Phase to cease until Developer has complied with such abatement measures.

3. Water Improvements. The Town provides water service by an intergovernmental agreement with the Little Thompson Water District (“**LTWD**”). The Town does not warrant the availability of water service from the LTWD system to the Property for any Phase. A determination of water service availability by LTWD shall be made pursuant to a water system analysis no later than the time that Developer requests water taps from LTWD. Developer shall be responsible to install, at its sole cost and expense, all the water mains, trunk lines, pumping and storage facilities and appurtenances necessary to extend service from the existing LTWD system to the Property in connection with each Phase, and to pay all water connection and plant investment fees as set by LTWD from time to time, with respect to each Phase; provided, however, that to the extent the Property is subject to a separate agreement with LTWD for provision of such improvements, such agreement will control over any conflicting or inconsistent provision of this Agreement. The Town may condition issuance of building permits for any Phase upon proof of purchase of a water tap for each building site within such Phase.

4. Sanitary Sewer Improvements. The Town does not provide sanitary sewer service to the Property. The Town does not warrant the availability of sewer service from the St. Vrain Sanitation District (“**SVSD**”) system for any Phase. Unless the Town has agreed to alternative provider of sanitary sewer service, in the Town’s sole and absolute discretion (in which case Developer will reimburse the Town for its pro rata share of costs and expenses incurred in connection with any required 208 boundary adjustment), Developer shall be responsible to install, at Developer’s sole cost and expense, all the sewer mains, trunk lines, pumping facilities and appurtenances necessary to provide service from the existing SVSD system to the Property in connection with each Phase, including both on-site and off-site improvements, pursuant to SVSD requirements, approved plans, and specifications and to pay all sewer connection and plant investment fees as set by SVSD from time to time, with respect to each Phase; provided, however, that to the extent the Property is subject to a separate agreement with SVSD for provision

of such improvements, such agreement will control over any conflicting or inconsistent provision of this Agreement. The Town may condition issuance of building permits for any Phase upon proof of purchase of a sewer tap for each building site within such Phase.

5. Drainage Improvements.

(a) Provision of Storm Water Drainage. Developer and the Town agree that the development of the Property may require participation in the stormwater drainage system provided by the Town, and that in such event, the Developer will comply with Town requirements regarding design, construction, and installation of drainage improvements and shall construct drainage improvements for the Property in accordance with the master drainage plan for the Property, as approved by the Town (“**Drainage Plan**”). Developer shall install all drainage improvements at its sole cost and expense, including stormwater lines, drainage swales, pumping, detention and stormwater treatment facilities, erosion/sediment control measures, off-site facilities expansion (or remittance of fee in lieu), and groundwater and foundation drainage system(s) as specified in the Drainage Plan for the Property and as set forth in Exhibit B (“**Drainage Improvements**”), in accordance with the applicable Phasing Plan.

(b) Modification of Drainage Improvements. Developer shall provide all subsequent purchasers of the Property, or portions of the Property with copies of the final as-built drawings or portions of the Drainage Plan, as applicable, showing the applicable Drainage Improvements as constructed within the applicable Phase. The Final Plat includes a disclosure stating as follows: “It is the responsibility of the fee title holder of each lot to maintain the stormwater drainage improvements as constructed. Any changes from drainage improvements issued final acceptance by the Town of Mead with respect to grade elevation, storm drainage facility design, or landscaping that will change, modify, impede, or otherwise block the flow of stormwater on or across any private property, that occur as a result of the construction of houses and/or other development of lots shall require Town approval. The Town may withhold issuance of building permits and certificates of occupancy for any lot served by the applicable stormwater drainage improvements until the Town has accepted such changes as acceptable for the safe and efficient disposal of storm drainage water. In the event the fee title holder of any lot fails to correctly maintain or repair any such drainage facilities within such lot within thirty (30) days of written notice thereof, then said corrections/repairs to drainage facilities may be commenced and completed by the Town and all costs and charges billed to and paid by such fee title holder.”

6. Completion of Improvements; Model Homes. Developer understands that no building permits within a Phase shall be issued until Conditional Acceptance (defined below) is granted by the Town for all Improvements (excluding Landscaping Improvements) within such Phase; provided, however, that Developer may obtain building permits for a maximum of one (1) model homes, and associated sales and construction facilities, for every thirty (30) platted lots within the Property (“**Model Homes**”), provided that adequate fire protection and all-weather emergency access is available to the Model Homes and approved by Mountain View Fire Protection District and Little Thompson Water District or their respective successors or assigns. Following issuance of a building permit for any such Model Home, combustible building materials will not be allowed on any Model Home lot within the Property until fire hydrants are in service

to serve such lots. Developer may submit for the Town's review and written approval, in accordance with Section 1.3 of the Regulatory Procedures, a request for Model Home building permits showing the site designated for the location of the Model Homes, together with contemplated parking, security, customer control fencing, and sufficient information regarding utility services to the Model Homes, and may obtain a traffic variance, if required. Upon completion of construction of the Model Homes, the Town shall issue Temporary Certificates of Occupancy for the purpose of showing such Model Homes to the general public and prospective purchasers, provided that the Town has issued Conditional Acceptance of the Improvements necessary for pedestrian and vehicular access and utility service to the Model Homes in accordance with the terms and conditions of this Agreement. In addition, the Town will have no obligation to issue a final Certificate of Occupancy for a Model Home until the Town has issued final acceptance of all Improvements within the applicable Phase in which such Model Home is located in accordance with the applicable SIA. Developer warrants and agrees that no Model Home shall be transferred or sold to an individual homeowner until all Improvements within the applicable Phase have been completed and granted Conditional Acceptance by the Town.

7. As-Built Drawings for Improvements. When Developer has completed the Improvements as provided herein for any Phase, Developer shall provide two (2) copies of as-built drawings showing the Improvements in their as-built locations at the time of Developer's request for Conditional Acceptance of the Improvements by the Town ("**Conditional Acceptance**"). As-built drawings shall (a) be prepared under the direction of a Colorado licensed professional engineer based on information provided by the general contractor and surveyor, (ii) be in a form reasonably acceptable to the Town Engineer, and (iii) include, or be delivered with, a written certification from a Colorado licensed professional engineer (except to the extent that elevations or metes and bounds are certified by a Colorado licensed surveyor) indicating that such Improvements were constructed in compliance with the Standards and will clearly designate all approved changes made by the Developer and/or the sub-contractors.

8. Collateral; Partial Releases.

(a) Collateral. In order to secure the performance of the construction and installation of the Improvements and Landscape Improvements herein agreed by Developer, the Developer shall provide the Town with security in the form of a cash deposit, Bond (defined in Section 8(b)), or one or more irrevocable letters of credit in the same form as attached hereto as **Exhibit C-1** or otherwise acceptable to the Town Attorney issued by a Colorado bank, or other financial institution doing business in Colorado acceptable to the Town ("**Letter of Credit**"), in an amount equal to fifty percent (50%) of the total cost of the Improvements as set forth in the engineer's cost estimate set forth in Exhibit B (which estimate includes a ten percent (10%) contingency amount) for each Phase ("**Collateral**"). Collateral shall be required to be submitted for acceptance by the Town prior to commencement of construction of any Improvements within the applicable Phase. Developer shall submit separate Collateral for any Landscape Improvements within the applicable Phase. No building permit(s) or other authorization for the commencement of construction or site preparation, including but not limited to a Grading Permit, shall be issued within a Phase until the Collateral for such Phase is in place and accepted in writing by the Town. Developer shall ensure that the Collateral remains unencumbered and free from claims of others so that any requests of the Town for payment or enforcement may

be honored without unnecessary cost or expense to the Town. Such security shall be maintained, in the amount required by this Agreement, and subject to partial releases as contemplated in this Agreement, through Final Acceptance of the Improvements within such Phase by the Town. If at any time prior to Final Acceptance, the Town determines that the Collateral is not sufficient to cover fifty percent (50%) of the costs of construction of the remaining Improvements within such Phase, Developer shall be required to post additional or supplemental Collateral in an amount deemed sufficient and approved by the Town to cover the required fifty percent (50%) of such costs of construction, including any administrative costs and contingency amount.

(b) Bonds. As used herein, “**Bond**” means a performance bond in the same form as attached hereto as **Exhibit C-2** or otherwise acceptable to the Town Attorney, naming Developer, a District, or a general contractor for either of them (in the sole discretion of Developer or District, as applicable) as “Principal” and issued by a surety or bonding company meeting the following standards: (i) AM Best rating of “A” or higher with a Financial Category rating of “IX” or higher; (ii) US Treasury Listed with a limitation well in excess of the amount of the Bond; (iii) licensed in all fifty states; and (iv) signer for the surety is an attorney-in-fact for the surety company as evidenced by a current power of attorney attached to the Bond. Additionally, any Bond shall name the Town as a dual “Obligee,” and will not be subject to reduction pursuant to Section 8(c).

(c) Completed Improvements. Developer may seek and the Town may grant partial releases of Collateral on Improvements (within a Phase if applicable), that, for purposes of this Section 8(c), the Town deems satisfactorily completed or as Developer proceeds with the construction of the Improvements, following Developer’s request for partial release that includes copies of bills, invoices and schedules of values for work performed. The Town shall inspect the completed Improvements within thirty (30) days of Developer’s request and shall process such partial release in a manner similar to a request for Conditional Acceptance. Within such thirty (30) day period, the Town will either approve the request for partial release or deny the same with detail as to any aspect of the Improvements, or portions thereof, that Mead determines are not acceptable. Notwithstanding the foregoing, the Town shall not be required to make any partial release of the Collateral if doing so would reduce the outstanding amount of the Collateral below an amount equal to fifty percent (50%) of the then current estimate of the costs to be incurred to complete the construction of the remaining Improvements (including the ten percent (10%) contingency amount) within such Phase. No partial release of any portion of the Collateral shall be deemed an acceptance of any Improvements by the Town.

(d) Landscaping. Upon Developer’s completion of any Landscape Improvements (or partial completion of such Landscape Improvements in accordance with the Phasing Plan), Developer may request the Town’s review and acceptance of such Landscape Improvements. Provided the completed Landscape Improvements comply with the Development Plan, Developer may request release of all or a portion of Collateral relating to the Landscape Improvements and such release shall be considered in the same manner as provided in Section 8(c) above.

(e) Combined Collateral. If at any time the Town, pursuant to one or more subdivision improvement agreements within the land subject to the Development Agreement (each a “**Related SIA**”) or one or more Phases pursuant to this Agreement, the Town and Developer may, each in its sole discretion and in any event subject to the written approval of any other developer under the applicable Related SIA, as applicable, agree to (i) combine one or more escrow accounts required for Collateral pursuant to this Agreement and any other such Related SIA, and/or (ii) reduce the amount of Collateral required under this Agreement on the condition that this Agreement and any Related SIA will be cross-collateralized and cross-defaulted, in accordance with the terms and conditions of a separate escrow agreement established by and among the Town, Developer, and any developers under such Related SIAs.

9. Standards for Acceptance.

(a) Conditional Acceptance. Upon completion of the Improvements within a Phase or on individual Improvements within a Phase as contemplated by the Phasing Plan, as applicable, Developer shall request, in writing, inspection and conditional acceptance of the Improvements. The Town will endeavor in good faith to inspect the Improvements within thirty (30) days of such request, and if upon inspection, the Town finds that the Improvements have been completed in accordance with Construction Plans, the Town will issue to the Developer a letter granting Conditional Acceptance of such Improvements, which letter will establish the date of Conditional Acceptance for the same.

(b) Warranty Period. The probation and warranty period for any Improvements will begin on the date of Conditional Acceptance of such Improvements and shall terminate two (2) years therefrom, except that for all Improvements where Conditional Acceptance is granted between the dates of November 1 and April 30 of a given year, the probation and warranty period shall not begin until May 1 of such year and shall terminate two (2) years therefrom (“**Warranty Period**”). Upon Conditional Acceptance, the Town will return the Collateral subject to a retainage or the posting of replacement collateral not to exceed fifteen percent (15%) of the original Collateral amount as specified in Exhibit B (“**Warranty Collateral**”); provided, however, that for any Collateral provided as a Bond, the amount of the Warranty Collateral shall be fifty percent (50%) of the original Collateral amount as specified in Exhibit B or such lesser amount as may be deemed acceptable to the Town Engineer. During the Warranty Period, Developer shall keep and maintain all the Improvements in good order and condition, and the Town may notify Developer of any defective Improvements and Developer shall complete, repair or replace the same within thirty (30) days or, if the defect is of a nature that cannot reasonably be cured within thirty (30) days, notify the Town that it has commenced reasonable efforts to cure such defect within said period and continue diligently thereafter. In the event Developer fails to so complete, repair or replace such defective Improvements within the foregoing period, the Town may draw upon the Warranty Collateral to complete, repair or replace the same.

(c) Final Acceptance. Improvements constructed pursuant to this Agreement are eligible for Final Acceptance in accordance with the Standards no sooner than sixty (60) days prior to the end of the applicable Warranty Period. Developer shall request Final Acceptance by the Town in writing. The Town will endeavor in good faith to inspect the

Improvements within ten (10) days of such request, and will notify Developer in writing within thirty (30) days after the inspection of any deficiencies and repairs required to bring the Improvements into compliance with the Standards. Developer shall correct all deficiencies to Mead's satisfaction within thirty (30) days from the date said deficiency list was issued, in accordance with the Standards or, if the defect is of a nature that cannot reasonably be cured within thirty (30) days, notify the Town that it has commenced reasonable efforts to cure such defect within said period and continue diligently thereafter. When all deficiencies have been corrected and Developer has delivered unconditional lien waivers that all claims and payments to be made in connection with construction of any Improvements to be owned and maintained by the Town have been satisfied, the Town will issue a certificate of Final Acceptance to the Developer. Upon issuance of said certificate of Final Acceptance, all Improvements specified in said certificate shall be deemed approved and accepted by the Town, whereupon such Improvements shall be owned and maintained by the Town, Developer, or other entity as may be specifically identified in Exhibit B, the Development Plan or in a separate written agreement with the Town, as applicable. At such time, the Town will release any remaining Collateral, including without limitation the Warranty Collateral. For any Improvements that will be owned and maintained by a metropolitan district, a homeowners association, property owners association, or any other third party, as may be specifically identified in Exhibit B, the Development Plan or this Agreement ("**Maintenance Entity**"), Developer shall provide written evidence to the Town of the conveyance of ownership of the Improvements by the Maintenance Entity, whether by bill or sale or other written instrument, as a condition of issuance of Final Acceptance by the Town.

10. Utilities. Developer will be responsible for contracting for installation of any or all utilities where required, including, but not limited to water, sewer, natural gas and electricity, with respect to the Property, in accordance with the Standards. Subject to the Standards, the Town retains the right to issue right-of-way use permits to utility companies or to other persons, companies, corporations or organizations prior to the Final Acceptance of any Improvements located within Town-owned public rights-of-way and public or drainage easements depicted on the Final Plat.

11. Oversizing. To the extent that any Improvements are over-sized for the benefit of the Town or other adjacent parcels not within the Property (each a "**Benefitting Party**"), the Town will facilitate the reimbursement of the pro rata share of such over-sized Improvements from the applicable Benefitting Party as a condition of final plat for the Benefitting Party's parcel or any portion thereof, and promptly remit such reimbursed amounts to the Developer.

12. Remedies.

(a) Notice and Cure. If any party defaults under this Agreement, the non-defaulting party will deliver written notice to the defaulting party of such default, and, except as otherwise provided in this Agreement, the defaulting party will have 30 days from and after receipt of such notice to cure such default; provided, however, that if such default is not of a type that can reasonably be cured within such 30-day period and the defaulting party gives written notice to the non-defaulting party within such 30-day period that it is actively and diligently pursuing such cure, the defaulting party will have a

reasonable additional time period given the nature of the default to complete such cure so long as such defaulting party is at all times within such additional time period actively and diligently pursuing such cure.

(b) Remedies. If any default under this Agreement is not cured as described above, the non-defaulting party will have the right to enforce the defaulting party's obligation hereunder by an action at law or in equity, including, without limitation, injunction and/or specific performance, and will be entitled to an award of any damages available at law or in equity; provided, however, that neither party will be entitled to, and each party hereby expressly waives any and all right to, consequential, exemplary and punitive damages.

(c) Additional Town Remedies. The Town's rights and remedies provided in this Agreement shall not be exclusive and are in addition to any other rights or remedies provided by law or in equity. Upon default by Developer of any provision of this Agreement beyond the notice and right to cure period specified in Section 12(a), the Town may pursue any one or more of the following actions with respect to the applicable Phase or Phases in which the default pertains:

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

(ii) Issue stop work orders;

(iii) 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, or certificates of occupancy;

(iv) Adjust the amount or term of the Warranty Collateral, by an amount proportionate to the amount required to address such default or extend the term of the applicable Warranty Period by a period proportionate to the term of the default;

(v) Complete any remaining Improvements at Developer's expense, in which event the Town may draw from the applicable Collateral or Warranty Collateral to cover reasonable costs incurred by the Town associated with correcting the Developer's default, including the costs of obtaining required permits, labor and materials costs, a ten percent (10%) administrative fee, and legal and engineering expenses, provided, however, that in the event the amount of Collateral or Warranty Collateral is not sufficient for the Town to complete the Improvements as determined by the Town in its reasonable discretion, the Town shall be entitled to reimbursement from Developer upon demand for such cost overruns;

(vi) Issue a citation to the Developer or any contractor or subcontractor for violating requirements of the MMC;

(vii) Initiate legal proceedings in any appropriate court of law; or

(viii) Certify to the Weld County Treasurer any amounts due and owing to the Town under this Agreement that are not timely paid for collection with property taxes.

13. Contractual Obligation. Developer agrees that the provisions and requirements of this Agreement are entered into with full knowledge, free will and without duress. Developer agrees and desires that the agreements contained herein regarding the payment of fees, installation and dedication of the Improvements, and conditions for subdivision and building approvals, including the incorporation of any provision of applicable Standards, are imposed by contract, independent of the continued validity or invalidity of any of the provisions of state law or Standards. The agreements to pay fees, and construct and dedicate Improvements or provide security are reasonable and binding commitments on the part of Developer and reasonably relate to Developer's estimates of the extent and timing of impacts that are expected to occur from the development of the Property as contemplated by the Final Plat, and are in rough proportion to such impacts.

14. Indemnity. Developer will indemnify, defend, and hold harmless the Town, its officials, officers, employees, and agents (the "**Indemnified Parties**") from any and all liability, loss, cost, damage, or expense (in any event "**Damages**") the Indemnified Parties (or any of them) may suffer (including on account of third party suits, actions or claims of every nature and description) to the extent caused by, arising from, or on account of any design, construction, operation, or maintenance of the Improvements by Developer or anyone acting by, through or under Developer, together with all reasonable expenses and attorneys' fees incurred by the Indemnified Parties in defending such suit, action or claim, if any. For clarity, Damages may include, without limitation, those suffered by any or all Indemnified Parties on account of (i) any change in direction, nature, quality, or quantity of historical drainage flow resulting from construction of the Improvements, or (ii) damages to properties adjacent to the site of the Improvements arising from natural conditions (including but not limited to expansive soils, geologic hazard, wildfire hazard or flood hazard) that result from construction of the Improvements. The indemnification provided herein will not extend to any portion of such Damages that arise as a direct result of a negligent act or omission or willful misconduct of an Indemnified Party. The Town will deliver prompt notice to Developer of any claim made against the Town to which any such indemnity by Developer could apply, and Developer will have the duty to defend any lawsuit based on such claim and may settle any such claim provided that Developer must obtain a complete discharge of all liability of the Indemnified Parties through any such settlement. Failure of the Town to give notice of any such claim to Developer within sixty (60) days after the Town first received notice of such claim under the Colorado Governmental Immunity Act or otherwise, or at least thirty (30) days prior to any applicable deadline for filing a response, counterclaim, or related document, will cause the indemnification obligation to be inapplicable to such claim, and such failure will constitute a release of such indemnity with respect to such claim.

15. On-site Matters. For full development of the Property to occur, Developer will need to acquire the off-site rights-of-way, easements, licenses and permits for the construction of Improvements as legally described and depicted in Exhibit E, if any (the "**Off-Site Areas**"), and to convey the same to the Town. All acquisition costs of Off-Site Areas shall be Developer's sole responsibility, subject to the following conditions:

(a) All such conveyances shall be free and clear of liens, taxes and encumbrances, but subject to the statutory exceptions, and shall be by special warranty deed in form and substance acceptable to the Town. The Town, at Developer's expense, shall record all conveyances. Developer shall also furnish, at its own expense, an ALTA title policy for all Off-Site Areas so conveyed to the Town, subject to approval by the Town.

(b) If Developer cannot acquire an Off-Site Area, the Developer may request the Town's assistance in securing the Off-Site Area. Such assistance by the Town shall be in compliance with Colorado law authorizing the Town's use of eminent domain. Developer shall advance to the Town all acquisition costs, including any court costs and attorneys' fees, that the Town may reasonably incur in providing assistance.

(c) The Town and Developer agree that the acquisition of Off-Site Areas are directly related to and generated by development intended to occur within the boundaries of the Property and that no taking thereby will occur requiring any compensation to Developer.

16. Notice. All notices, demands or other communications required or permitted to be given hereunder will be in writing and any and all such items will be deemed to have been duly delivered upon personal delivery; or as of the fifth business day after mailing by United States mail, certified, return receipt requested, postage prepaid, addressed as follows; or as of the immediately following business day after deposit with Federal Express or a similar overnight courier service that provides evidence of receipt, addressed as follows. Any such notice shall be accompanied by email delivery to the applicable email address.

If to the Town: Town of Mead
 P.O. Box 626
 Mead, CO 80542
 Attn: c/o Town Manager
 E-mail: hmigchelbrink@townofmead.org

With copies to: Michow Cox & McAskin LLP
 6530 S. Yosemite Street, Suite 200
 Greenwood Village, CO 80111
 Attn: Mead Town Attorney
 E-mail: marcus@mcm-legal.com

If to Developer: _____

With copies to: _____

17. Miscellaneous.

(a) Section Headings. The section headings in this Agreement are inserted herein only for convenience of reference and in no way shall they define, limit or describe the scope or intent of any provision of this Agreement.

(b) Assignment and Release. This Agreement may not be assigned or delegated by the Developer without the written consent of the Town; provided, however, that such consent will not be required in connection with a delegation, in whole or in part, to (i) any entity controlled by, controlling or under common control with the Developer, (ii) an assignment to a third party developer concurrently with such developer's acquisition of all or substantially all of the Property, or (iii) any of the Districts (as defined in the Development Agreement), so long as such District is authorized to assume such obligations and construct the applicable Improvements pursuant to state law and the applicable District's Service Plan. Any such written assignment and/or delegation shall expressly refer to this Agreement, specify the particular rights, duties, obligations, responsibilities, or benefits so assigned and/or delegated, and shall not be effective unless approved by the Town in accordance with Section 1.3 of the Regulatory Procedures. No assignment shall release the Developer from performance of any duty, obligation, or responsibility unless such release is clearly expressed in such written document of assignment. Prior to approving any release of the Developer, the Town may, at its sole discretion, require the party assuming any duty, obligation, or responsibility of the Developer to provide to the Town written evidence of financial or other ability to meet the particular duty, obligation or responsibility being assumed by the party.

(c) Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective legal representatives, successors and assigns. This Agreement shall continue upon subdivision of the Property and bind the subdivision and all purchasers, lessors and subsequent owners of any property within the subdivision, except a bona-fide homebuyer, until all provisions of this Agreement are satisfied.

(d) Recording; Benefit. This Agreement shall be recorded with the Clerk and Recorder of Weld County, Colorado and shall run with the land. Developer shall pay the associated recording fee imposed by Weld County.

(e) Subordination. If any portion of the Property upon which Improvements are constructed is subject to any liens, mortgage, deed of trust or similar encumbrance, the Town may require the holder of such indebtedness or encumbrance to subordinate its interest or encumbrance to this Agreement and all its terms, conditions and restrictions, as a condition of Final Acceptance thereof.

(f) Additional Documents. Each of the parties agrees to execute and deliver such additional instrument or instruments as the other party may from time to time reasonably request in order to effectuate the provisions of this Agreement.

(g) Waiver of Breach. The waiver by any Party to this Agreement of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any Party.

(h) Contractors. Developer shall give notice of the terms of this Agreement in all contracts for construction of the Improvements and provide a copy of this Agreement to the contractors and subcontractors.

(i) Entire Agreement. Except for the Development Agreement, this Agreement represents the entire agreement between the Parties and, supersedes any prior oral or collateral agreements or understandings.

(j) Amendment. This Agreement may be amended only by an instrument in writing signed by the Town and Developer.

(k) No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Town and the Developer (and their respective successors and permitted assigns), and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third person on such Agreement. It is the express intention of the Town and Developer that any person other than the Town or Developer and their respective successors and assigns receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

(l) Governing Law, Venue and Enforcement. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising from this Agreement shall lie with any appropriate court within Weld County, Colorado. The Parties agree and acknowledge that this Agreement may be enforced at law or in equity, including an action for damages or specific performance.

(m) Authorization of Parties' Representative. Each Party hereby represents that the individual(s) that have executed this Agreement on its behalf are fully authorized to execute this Agreement on behalf of such Party.

(n) Compliance with Law. Developer, in developing the Property and constructing the Improvements herein described, shall fully comply with the Standards and the applicable laws and regulations of all other governmental agencies and bodies having jurisdiction over the Project in effect at the time of construction.

[signature page follows this page]

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

DEVELOPER:

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of _____.

My commission expires: _____

Witness my hand and official seal.

Notary Public

TOWN:

Town of Mead, Colorado,
a Municipal Corporation

By: _____
Name: _____
Title: _____

ATTEST:

_____, Town Clerk

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

[to be inserted from Final Plat prior to execution]

EXHIBIT B
DESCRIPTION OF IMPROVEMENTS AND
ENGINEER'S COST ESTIMATE

*[to be inserted prior to execution, with ECE to identify any improvements
to be owned and maintained by a Maintenance Entity pursuant to Section 9(c),
and with separate ECE for each Phase of Improvements]*

**EXHIBIT C-1
FORM OF LETTER OF CREDIT**

IRREVOCABLE LETTER OF CREDIT

Town of Mead
441 Third Street
Mead, CO 80542

Number: _____
Date: _____
Expiration: _____, 20__

Attn: Town Treasurer

DEAR SIR OR MADAM:

[NAME OF BANK] ("BANK") HEREBY ESTABLISHES IN FAVOR OF THE TOWN OF MEAD, COLORADO ("BENEFICIARY"), FOR THE ACCOUNT OF _____, A _____ (INSERT TYPE OF ENTITY) ("CUSTOMER"), AN IRREVOCABLE LETTER OF CREDIT IN THE AMOUNT OF _____ DOLLARS (\$XXX,XXX) AVAILABLE BY IMMEDIATE PAYMENT UPON PRESENTATION AT BANK'S OFFICE AT [BANK'S ADDRESS] OF BENEFICIARY'S SIGHT DRAFT(S) IN AN AMOUNT NOT EXCEEDING \$XXX,XXX. AND EACH SIGHT DRAFT MUST BEAR THE REFERENCE: "DRAWN ON [BANK] IRREVOCABLE LETTER OF CREDIT NO. _____, DATED _____ [ISSUE DATE]."

IN ADDITION, THE BENEFICIARY'S SIGHT DRAFT(S) MUST BE ACCOMPANIED BY A COPY OF THIS IRREVOCABLE LETTER OF CREDIT, CERTIFIED BY THE TOWN MANAGER OR HIS OR HER DESIGNEE TO BE A TRUE AND COMPLETE COPY OF THIS IRREVOCABLE LETTER OF CREDIT. UPON PRESENTATION OF SUCH SIGHT DRAFT AND CERTIFIED COPY OF THIS IRREVOCABLE LETTER OF CREDIT IN COMPLIANCE WITH THE TERMS CONTAINED HEREIN, BANK SHALL HONOR THE ACCOMPANYING SIGHT DRAFT(S) AND SHALL NOT BE REQUIRED TO DETERMINE QUESTIONS OF FACT OR LAW BETWEEN BENEFICIARY AND CUSTOMER.

THIS IRREVOCABLE LETTER OF CREDIT SETS FORTH THE FULL UNDERSTANDING OF THE PARTIES HERETO AND BANK HEREBY PROMISES TO BENEFICIARY THAT ANY DRAFTS DRAWN UNDER OR IN SUBSTANTIAL COMPLIANCE WITH THE TERMS OF THIS IRREVOCABLE LETTER OF CREDIT WILL BE DULY HONORED IF PRESENTED TO [BANK] ON OR BEFORE _____ [EXPIRATION DATE] (THE "EXPIRATION DATE"), OR ANY AUTOMATICALLY EXTENDED EXPIRATION DATE.

PARTIAL AND MULTIPLE DRAWINGS ARE PERMITTED UNDER THIS LETTER OF CREDIT.

THIS IRREVOCABLE LETTER OF CREDIT IS NONTRANSFERABLE.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ADDITIONAL PERIODS OF ONE (1) YEAR FROM THE PRESENT OR ANY AUTOMATICALLY EXTENDED

EXPIRATION DATE THEREOF, UNLESS AT LEAST SIXTY (60) DAYS PRIOR TO ANY SUCH DATE, BANK SHALL SEND BENEFICIARY NOTICE BY REGISTERED MAIL OR COURIER OR HAND DELIVERED NOTIFICATION AT THE ABOVE ADDRESS THAT BANK HAS ELECTED NOT TO CONSIDER THIS LETTER OF CREDIT EXTENDED FOR ANY SUCH ADDITIONAL PERIOD.

UPON RECEIPT BY BENEFICIARY OF SUCH NOTICE OF NON-EXTENSION, BENEFICIARY MAY DRAW ON THIS LETTER OF CREDIT FOR AN AMOUNT NOT TO EXCEED THE THEN AVAILABLE AMOUNT UNDER THE LETTER OF CREDIT WITHIN THE THEN-APPLICABLE EXPIRATION DATE, BY PRESENTATION OF BENEFICIARY'S SIGHT DRAFT ACCOMPANIED BY A COPY OF THIS IRREVOCABLE LETTER OF CREDIT, CERTIFIED BY THE TOWN CLERK OR HIS OR HER DESIGNEE TO BE A TRUE AND COMPLETE COPY OF THIS LETTER OF CREDIT. UPON PRESENTATION OF SUCH SIGHT DRAFT AND CERTIFIED COPY OF THIS IRREVOCABLE LETTER OF CREDIT IN COMPLIANCE WITH THE TERMS CONTAINED HEREIN, BANK SHALL HONOR THE ACCOMPANYING SIGHT DRAFT(S) AND SHALL NOT BE REQUIRED TO DETERMINE QUESTIONS OF FACT OR LAW BETWEEN BENEFICIARY AND CUSTOMER.

DEMANDS FOR PAYMENT OR DRAWINGS BY THE BENEFICIARY HEREUNDER MAY BE PRESENTED BY FACSIMILE/TELECOPY ("FAX") TO FAX NUMBER _____ UNDER TELEPHONE ADVICE TO _____ OR _____. SUCH FAX PRESENTATION(S) MUST BE RECEIVED ON OR BEFORE THE EXPIRATION DATE (OR ANY AUTOMATICALLY EXTENDED EXPIRATION DATE) IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT.

DEMANDS FOR PAYMENT OR DRAWINGS BY THE BENEFICIARY UNDER THIS LETTER OF CREDIT SHALL ALSO BE DEEMED TIMELY MADE IF PRESENTED BY EXPRESS, CERTIFIED OR REGISTERED MAIL OR COURIER, TO THE BANK AT THE BANK'S ADDRESS SET FORTH ABOVE, OR BY HAND DELIVERY TO BANK AT OUR ADDRESS ABOVE, OR BY FAX AS SET FORTH ABOVE ON OR BEFORE THE EXPIRATION DATE.

THIS IRREVOCABLE LETTER OF CREDIT IS SUBJECT TO THE MOST RECENT EDITION OF THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS PUBLISHED BY THE INTERNATIONAL CHAMBER OF COMMERCE.

THE FORUM FOR ALL DISPUTES REGARDING THIS LETTER OF CREDIT SHALL BE THE DISTRICT COURT FOR THE COUNTY OF WELD, STATE OF COLORADO.

VERY TRULY YOURS,

[NAME OF BANK]

TITLE

**EXHIBIT C-2
FORM OF BOND**

PERFORMANCE BOND TO GUARANTEE PUBLIC IMPROVEMENTS

KNOW ALL MEN BY THESE PRESENTS:

That _____ as Principal, and _____, a corporation of the State of _____, as Surety, are held and firmly bound unto _____ as Obligee, in the penal sum of _____ and No/100 DOLLARS (\$ _____), lawful money of the United States of America ("Penal Sum"), to the payment of which Penal Sum, well and truly be made, the Principal and Surety bind themselves, and each of their heirs, administrators, executors and assigns, jointly and severally, firmly by these presents.

WHEREAS, THE CONDITION OF THIS OF THIS OBLIGATION IS SUCH, that the above bounden Principal has agreed to construct certain improvements in Mead, CO, according to the terms and conditions of that certain _____ dated the _____ day of _____, _____, and recorded in the real property records of Weld County, Colorado, at Reception No. _____ a copy of which is attached (as amended, the "Agreement"), which Agreement is made a part hereof and incorporated herein by reference, except that nothing said therein shall alter, enlarge, expand, or otherwise modify the terms of the bond as set out below.

NOW, THEREFORE, if the Principal shall well and truly construct, or have constructed, the improvements herein described in accordance with the terms and conditions of the Agreement, and shall save the Obligee harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and void; otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed by the Principal and Surety and accepted by the Obligee subject to the following express conditions:

- 1) Notwithstanding the provisions of the Agreement, the Surety may cancel this bond by providing sixty (60) days written notice to the Obligee and the Principal at _____. The Principal must provide alternative collateral in the form of an irrevocable letter of credit, cash, or a replacement surety bond, in form and substance permitted under the Agreement, within 30 days of the cancellation notice. If such alternative collateral is not provided by the Principal within 30 days then the Principal shall be deemed in default under this bond and the Surety shall pay the Obligee the Penal Sum of this bond.
- 2) Within thirty (30) business days of Surety's receipt of a written demand for payment under this bond, which demand shall include reasonable evidence of Obligee's right to such demand in accordance with the Agreement, Surety shall pay to the Obligee the full amount of such demand.
- 3) The liability of the Surety under this bond and all continuation certificates issued in connection

herewith shall not be cumulative and shall in no event exceed the Penal Sum or any riders or endorsements issued by the Surety.

- 4) No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators, or successors of the Obligee with respect to the Agreement.

Sealed with our seals and dated this ____ day of _____, 20__.

(Principal)

By: _____
Name: _____
Title: _____

(Surety)

By: _____
Name: _____
Title: Attorney-in-Fact

EXHIBIT D
PHASING PLAN

*[insert Phasing Plan, which should describe Landscaping Improvements
as separate Phases within each Phase]*

EXHIBIT E
OFF-SITE AREAS

*[insert legal description and depiction of off-site areas,
if applicable, or insert n/a]*

March 19, 2023

David and Lori Martini
5083 County Road 38
Platteville, CO 80651

Mead Board of Trustees

We have been living at 5083 County Road 38 for over thirty years. In that time, we have seen a lot of changes to the Mead community as well as Road 38 in particular. As residents on Road 38 directly adjacent to the proposed Turion South PUD we will be directly impacted by the development of this project.

When the Board is considering the recommendation from the Planning Commission to approve the zoning changes that have been requested, we are asking the Board to take the following issues into consideration.

First and foremost is the notion of creating a mini satellite version of the town of Mead with virtually no physical connection to the actual town center of Mead. Towns generally grow from the center out with a concentration of commercial zoning near the town center and interspersed along strategic corridors that logistically make sense. Road 38 east of interstate 25 has limited access and will in the not to distant future be even more congested when bridge construction becomes necessary to complete the I-25 north expansion. It's not clear how this fits into the Comprehensive Plan adopted in 2018 that emphasizes **"preserving a small town identity"**. From what is being proposed, this would appear to look more like a "bedroom community" suburban nightmare adjacent to a high volume interstate with strip malls along the boundary.

In the **Turion South PUD Statement of Intent** it states that they **"emphasize appreciation for the natural landscape and history of the site"**. Currently this property is agriculture in nature that is being used for dry land wheat farming. There is certainly no **"appreciation for the natural landscape and history of the site"** if the desire is to transform productive non watered open space that contains wildlife into streets, sidewalks, commercial/ industrial and residential zones with noise, lights, congestion and pollution. They also indicate how they will showcase its commitment to sustainability through multiple methods, such as,

Sustainable storm drainage and stormwater strategies - What is this? What exactly does this mean?

On-site renewable energy - this sounds great! What kind of renewable energy is being proposed? Who will construct it? Who will own it? Who will maintain and manage it? How will it be integrated onto the community?

Agrarian production at multiple scales - What exactly is this referring to? What kind of "production at multiple scales" is being suggested or proposed? I hope this isn't referring to equine. Horse boarding operations translate to increased traffic, produce nothing, and are entirely consumptive.

Education focused on sustainable elements within the community - What is this? What exactly does this mean? What kind of education is being proposed and who will be doing the educating? Will it be ongoing?

Methods to reduce vehicle trips and increase opportunities for alternative transportation throughout the community - What methods are being proposed to reduce vehicle trips?

What does "increase opportunities for alternative transportation throughout the community" really mean? This appears entirely disingenuous and nothing but fluff! How can constructing a satellite residential community along I-25 with no bike paths or pedestrian corridors connecting it to the actual town of Mead or any town for that matter translate to anything other than an increase of vehicle trips.

Their **Statement of Intent** sounds real nice and is full of all the appropriate key words like sustainability, renewable energy, education, and alternative transportation, but in the end it lacks any real detail or any real commitment to ensuring that any of it happens. It sounds more like a whole lot of feel good jargon. After the public comment period is over, I am asking that the trustees clarify what these "**Commitments to Sustainability**" actually translate into in realistic terms. I have to assume that if you are voting on zoning changes based on their proposal that you all should be well versed as to what is actually being proposed. If that's not the case, I would implore you to not vote in favor of these zoning changes until you all have the pertinent information necessary to make an informed decision.

In the Colorado, water resources are an instrumental part of any development proposal. Numerous communities in Arizona are now requiring that any proposed development has to demonstrate "**an assured water supply that will be physically, legally and continuously available for the next 100 years**". That's probably a good idea for any community in western states. Are the estimates for water yield under different hydrological conditions sufficient, accurate and reliable? Does the **water supply plan** account for a margin of error or reserve that would provide water in dry conditions outside of historic norms? **Colorado Revised Statutes SS 29-20-301-306** places the responsibility on local governments to determine if an applicant has successfully demonstrated that it can ensure an adequate water supply defined as "**sufficient for build out of the proposed development in terms of quality, quantity, dependability, and availability to provide a supply of water for the type of development proposed, and may include reasonable conservation measures and water demand management measures to account for hydrologic variability**". Does the **water supply plan** provide accurate and verifiable methodologies for calculating the development's water demands? Has the Board of Trustees or the Planning Commission considered measures that would reduce water demand. In the proposal, homeowners are required to have a minimum of 70% of their front yards in some form of vegetation. This would prevent a homeowner from installing many xeriscape options. Vegetable gardens are only allowed in side and back yards and must be screened from view of neighboring property. How do you screen a vegetable garden in a back yard from being visible from neighboring property? I have to assume that the Board of Trustees and the Planning Commission can assure the community that they have reviewed this proposal in detail and that the **water supply plan** being proposed for this development has been thoroughly vetted. If that's not the case, please do not vote in favor of this proposal until all the necessary information has been obtained. Making a fully informed decision is your responsibility.

I am operating on the assumption that the Turion South PUD will ultimately be approved. I am asking the Board of Trustees to require the Turion South PUD construction to take place after the portion of the development that lies directly to the north of County Road 40 within the town limits of Berthoud. On the northern boundary of the Turion development, there is easy access to I-25 and the infrastructure for the interchange is already complete. There is only one rural residence on the north side of County Road 44 (CO HWY 56) that would be impacted as apposed to several residences along County Road 38 which is currently a dirt road with limited access. I am also asking the Board of Trustees to address the light pollution that this development will create. Many communities across America have imposed lighting restrictions that require shielded/directed lighting that will mitigate excessive light pollution.

Let's all be clear that what is being proposed here is about one thing and one thing only. The individuals and entities behind the Turion South PUD stand to make a lot of money off of this development. I am fully aware that development in this area is going happen. How that will

happen is in the hands of the planners and the trustees for the town of Mead. It is my hope that you will address my concerns as well as any of the other citizens' concerns in regards to this development proposal. If there are parts of the proposal that seem vague, I would insist on more clarity and detail. Please do not just give this proposal your stamp of approval without having all the information necessary to make an informed educated decision.



Agenda Item Summary

MEETING DATE: March 27, 2023

SUBJECT: **Ordinance No. 1027** – An Ordinance of the Town of Mead, Colorado, Repealing and Replacing Chapter 5 of the *Mead Municipal Code* Concerning the Application Process for Franchises and Relocating Article V of Chapter 5 Concerning the Town’s Telephone Utility Tax to a New Article VIII in Chapter 4 of the Municipal Code

PRESENTED BY: Marcus McAskin, Town Attorney

SUMMARY

The Town’s current franchise regulations are codified in Chapter 5 of the Mead Municipal Code (“MMC”). These regulations were last updated in the 1980s and 1990s, and the Ordinance before the Board for consideration is intended to update, simplify, and standardize the Town’s franchise application process.

The Ordinance sets forth general steps and requirements for all franchise applications in Chapter 5, Article I and includes regulations specific to cable franchise applicants in Article II. Instead of setting out the Town’s franchise agreements with various public utility and cable companies verbatim in the MMC, the Ordinance requires the Town Clerk to maintain a record of franchises granted in the Town and publish all franchise agreements that are approved and in effect on the Town’s website. The Ordinance also relocates the Town’s provisions codifying its telephone utility tax from Chapter 5 to a new article in Chapter 4, which is where the Town has codified its other taxes.

Lastly, the Ordinance updates the application and deposit fees for franchise applications and provides that future updates to these fees be completed by resolution.

FINANCIAL CONSIDERATIONS

In the current MMC and fee schedule, there is no application fee or consultant reimbursement deposit that public utility franchise applicants must pay, and cable franchise applicants are required to pay an application fee of \$1,000.00 and a deposit of \$750.00 to cover the Town’s consultant costs related to the application.

The Ordinance updates these fees to require a \$5,000.00 application fee for all franchise applications and a \$5,000.00 deposit to cover the Town’s consultant costs (as long as state and federal law do not prohibit the Town from collecting such consultant costs).

STAFF RECOMMENDATION/ACTION REQUIRED

Suggested Motion:

“I move to adopt Ordinance No. 1027, An Ordinance of the Town of Mead, Colorado, Repealing and Replacing Chapter 5 of the *Mead Municipal Code* Concerning the Application Process for Franchises

and Relocating Article V of Chapter 5 Concerning the Town’s Telephone Utility Tax to a New Article VIII in Chapter 4 of the Municipal Code.”

ATTACHMENTS

Ordinance No. 1027

**TOWN OF MEAD, COLORADO
ORDINANCE NO. 1027**

**AN ORDINANCE OF THE TOWN OF MEAD, COLORADO, REPEALING AND REPLACING
CHAPTER 5 OF THE *MEAD MUNICIPAL CODE* CONCERNING THE APPLICATION
PROCESS FOR FRANCHISES AND RELOCATING ARTICLE V OF CHAPTER 5
CONCERNING THE TOWN'S TELEPHONE UTILITY TAX TO A NEW ARTICLE VIII IN
CHAPTER 4 OF THE MUNICIPAL CODE**

WHEREAS, the Town of Mead ("Town") previously codified regulations and requirements for franchises in Chapter 5 of the Mead Municipal Code ("MMC"); and

WHEREAS, under federal statute, cable franchises are contracts intended to meet the cable-related needs of the community given existing conditions and cable operator capabilities; and

WHEREAS, to that end, the Town desires to revise the MMC such that the application information and evaluation criteria for cable franchise applications are codified without compromising the Town's ability to negotiate franchise agreement terms based on the circumstances existing at the time of application; and

WHEREAS, moreover, ensuring that the Town has uniform application submittal and evaluation processes for all types of franchise applications in the MMC is necessary for the Town to comprehensively evaluate whether to grant a franchise application; and

WHEREAS, the application requirements and processes for cable franchise application review in this Ordinance are intended to comply with federal rules and regulations concerning cable franchises; and

WHEREAS, in addition, the Town has complied with Article 32 of Title 31 concerning the adoption of certain franchises for public utility services and desires to amend Chapter 5 of the MMC to remove the specific franchise agreement terms from the MMC and instead have such records made available for public inspection and maintained by the Town Clerk; and

WHEREAS, the Town further desires to relocate the provisions concerning its telephone utility tax from Chapter 5 into Chapter 4 of the MMC, which is where the Town's other taxes are codified; and

WHEREAS, the Board of Trustees finds it is in the best interest of the public health, safety, and welfare to adopt the cable franchise regulations and other amendments to the MMC set forth in this Ordinance.

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

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

Section 2. Repeal and Replace Chapter 5 of the Municipal Code. Chapter 5 of the Mead Municipal Code is hereby repealed in its entirety and replaced to read in full as follows:

CHAPTER 5 – Franchises and Communication Systems

ARTICLE I - Franchise Applications Generally.

Sec. 5-1-10. Franchise Required.

Any person or entity desiring to erect, construct, install, operate, or maintain utility infrastructure within the Town, where the granting of a franchise from the Town is authorized under state or federal law shall first obtain a franchise from the Town in accordance with this Chapter.

Sec. 5-1-20. Definitions.

The terms below shall have the following meanings for purposes of this Chapter:

- (a) *Applicant* means an Applicant for a franchise of any kind within the Town.
- (b) *Regulatory Authority* means any governmental or quasi-governmental organization or entity with jurisdiction over all or any portion of the Applicant or its operations.

Sec. 5-1-30. Application requirements.

- (a) The Town shall accept and review only those applications that include complete responses to every applicable requirement of this Chapter. Submission of an application that does not include the requisite information, as well as the application fee and deposit, shall not commence the time period, if any, for granting or denying the application. The Applicant shall submit additional or updated information as necessary to ensure the requisite information provided is complete and accurate throughout the Town's review of the application.
- (b) Applications shall be made to the Town Clerk's office and shall be on forms approved by the Town.
- (c) Upon request, the Town will promptly provide access to documents or information in its possession or control that are necessary for the completion of an application, provided that the Applicant does not otherwise have access to such documents or information and that such documents or information are subject to disclosure under Colorado open records laws.
- (d) All applications shall be accompanied by an affidavit signed and notarized by the Applicant in a form approved by the Town Attorney. The affidavit shall, at a minimum, include Applicant's affirmation that the statements made in the application are true and correct to the best of Applicant's knowledge and that Applicant consents to the Town confirming its qualifications as stated in the application.

Sec. 5-1-40. Confidentiality of application information.

Unless otherwise provided by law, information submitted by an Applicant as part of an application is open to public inspection and subject to the Colorado Open Records Act. It is the Applicant's responsibility to be familiar with the Colorado Open Records Act. An Applicant may specifically identify any information it considers proprietary. In the event that the Town receives a request from another party to disclose any information which the Applicant has deemed proprietary, the Town will tender to the Applicant the defense of any request to compel disclosure. By submitting information which the Applicant deems proprietary or otherwise exempt from disclosure, the Applicant agrees to defend and hold harmless the Town from any claim for disclosure, including but not limited to any expenses including out-of-pocket costs and attorneys' fees, as well as any judgment entered against the Town for the attorney fees of the party requesting disclosure.

Sec. 5-1-50. Application and review fees.

- (a) **Application Fee.** The Town shall, by resolution, set an application fee sufficient to cover the reasonable cost of processing applications under this Chapter.
- (b) **Review Fee.** In addition to the application fee, Applicant shall be responsible for the payment of all costs and expenses incurred by the Town in reviewing the application and negotiating a franchise agreement. Unless otherwise preempted by state or federal law, such expenses shall include without limitation consultants' expenses, reasonable value of services performed by the Town's employees,

agents or contractors, and legal fees. The Town shall establish by resolution a deposit amount that Applicant shall pay to the Town upon submission of its application. Any deposit funds remaining after all expenses have been paid will be refunded to the Applicant. All application review and franchise negotiation expenses incurred by the Town over and above the deposit amount shall be billed to the applicant and become due immediately upon billing.

Sec. 5-1-60. Application review process.

(a) Acceptance of Application.

- (1) Within ten (10) business days of receipt of an application, the Town shall review the application to ensure all requisite information is included in the application.
- (2) If the application is not complete, the Town will notify the Applicant in writing, listing the requisite information that is required to complete the application.
- (3) If the application is complete, the Town will notify the Applicant in writing that all requisite information has been received.

(b) Staff Review. Town staff shall review all completed applications based on the applicable review criteria set forth herein. If, during the review of an application, staff reasonably requires additional information from the Applicant, staff will promptly request the information from the Applicant. After completing the review, staff shall provide an analysis of the application to the Board of Trustees during the approval process.

(c) Approval of Application. Following staff review and any franchise negotiations, franchises shall be approved by ordinance in accordance with state law or following a public hearing as set forth in Article II of this Chapter.

Sec. 5-1-70. Police powers.

Nothing in this Chapter or in any agreement awarding a franchise in accordance with this Chapter shall be construed as an abrogation by the Town of any of its police powers.

Sec. 5-1-80. Franchise records.

The Town Clerk shall keep on file a copy of all franchise agreements approved by the Town and a record of all franchises granted by the Town. The record shall include the name of the franchisee and any assignees. The record shall be a complete history of all such franchises and shall include a reference to all actions at law affecting the same. The franchise record shall be available for public inspection during the Town's business hours, and all franchise agreements that are approved and in effect shall be available on the Town website.

Sec. 5-1-90. Compliance with laws.

All franchise systems constructed or installed within the Town shall be of good quality and workmanship, shall be maintained in good repair and efficiency, and shall meet or exceed all Town standards. Franchisees are responsible for ensuring that all construction, installation, repair, removal, and maintenance of their systems comply with all applicable state, federal and local laws, statutes, rules, and regulations.

ARTICLE II - Cable Franchises

Sec. 5-2-10. Applicability.

In addition to the requirements of Article I of this Chapter, applicants for new cable franchises are subject to the requirements of this Article.

Sec. 5-2-20. Application information.

(a) Basic Application Information.

- (1) The Applicant's name;
- (2) The names of the Applicant's officers and directors;
- (3) The business address of the Applicant;
- (4) The name and contact information of all individuals authorized to represent the Applicant before the Town during its consideration of the franchise requested, including the Applicant's primary contact and any additional authorized contacts;
- (5) A description of the geographic area that the Applicant proposes to serve;
- (6) The public, educational, and government access channel capacity and capital support proposed by the Applicant;
- (7) The term of the agreement proposed by the Applicant;
- (8) Whether the Applicant holds an existing authorization to access the public rights-of-way in the subject franchise service area; and
- (9) The amount of the franchise fee the Applicant offers to pay.

(b) Business Structure.

- (1) If a corporation, partnership, or limited liability company, the Applicant shall provide:
 - (A) The name and contact information for anyone who owns ten percent (10%) or more of the entity, directly or through another entity;
 - (B) A certificate of good standing indicating that the Applicant is licensed to do business in the State;
 - (C) A list of any trade names under which the entity operates;
 - (D) A copy of the entity's articles of incorporation/organization, bylaws, certificate of good standing, operating agreement, partnership agreement or other applicable organizational documents; and
 - (E) A statement indicating whether the Applicant is directly or indirectly controlled by another corporation or legal entity. If so, the Applicant shall attach an explanatory statement and respond to subparagraphs (A) through (D) above concerning the controlling entity.
- (2) If a sole proprietorship, the Applicant shall:
 - (A) Submit details about the owner, including their name and contact information;
 - (B) Provide a copy of a valid state or federally issued ID for the owner; and
 - (C) State whether the Applicant is controlled directly or indirectly by any corporation or other legal entity. If so, the Applicant shall attach an explanatory

statement and respond to subparagraphs (1)(A) through (1)(D), or (2)(A) and (2)(B), above as applicable concerning the controlling entity.

(3) If any other corporate or other business structure, the Applicant shall provide:

- (A) The name and contact information of all owners, officers, and directors of the Applicant, as applicable;
- (B) A certificate of good standing that the Applicant is licensed to do business in the State or a valid state or federally issued identification for the owner(s); and
- (C) A statement indicating whether the Applicant is controlled directly or indirectly by any corporation or other legal entity. If so, the Applicant shall attach an explanatory statement and respond to (1)(A) through (1)(D), or (2)(A) and (2)(B), above as applicable concerning the controlling entity.

(c) Experience.

(1) Current franchises. An Applicant shall list all cable systems within fifty (50) miles of the Town in which it or any affiliate owns more than fifty percent (50%) of the system or has a management role in a cable system. For each system, the Applicant shall include name of system, address, communities served, number of subscribers, number of homes passed, start and end date of franchise and percent of penetration of homes passed as of most recently available date (indicate date).

(2) Potential franchises. An Applicant shall list communities within fifty (50) miles of the Town where it or any affiliate currently has a formal or informal request pending for an initial franchise or the approval of a transfer of ownership. The Applicant shall include the name of communities, date of application and date of expected action.

(d) Management Structure. Every application for a cable franchise shall include a management or organizational chart, showing the management structure of the Applicant. A similar chart shall also be provided showing the relationship of the Applicant to all general partners, parent corporations, subsidiaries, affiliates and all other subsidiaries of parent corporations, including a brief description of each entity's relationship to the Applicant.

Sec. 5-2-30. Application fee waiver.

Upon request of the Applicant, the Town Manager is authorized to reduce or waive an application fee upon the Town Manager's finding of a public benefit. In evaluating such a request and determining whether a public benefit exists, the Town Manager will consider the following factors:

- (a) The size of the proposed franchise area;
- (b) The number of potential subscribers in the proposed franchise area;
- (c) The financial hardship to the Applicant; and
- (d) Other information relevant to the cost of processing the application, the Applicant's ability to pay the fee and/or the degree to which a reduction or waiver of the application fee will result in a benefit to the public.

Sec. 5-2-40. Previous violations.

- (a) Franchise violations. An Applicant shall state whether it or any affiliate has been found in violation by a Regulatory Authority or franchising authority of any franchise ordinance or agreement, contract, or regulation governing a cable system within the last ten (10) years. If so, the Applicant

shall identify the judicial or administrative proceeding, giving the date, name of tribunal and result or disposition of that proceeding.

- (b) Other violations. An Applicant shall state whether it has been found in violation by a Regulatory Authority of any type (e.g., utility) of franchise, ordinance, agreement, permit, contract or regulation related to the provision of communications or utility services or the construction, maintenance or operation of any facilities used to provide such services within the last ten (10) years. If so, the Applicant shall identify the judicial or administrative proceeding, giving the date, name of tribunal and result or disposition of that proceeding.

Sec. 5-2-50. Financial information.

- (a) Applicants with existing operations shall provide audited financial statements, including statements of income, balance sheets and cash flow statements, together with any notes necessary to the understanding of the financial statements, for the last three (3) fiscal years for the Applicant.
- (b) Applicants that are new (start-up) entities shall provide pro forma projections for the next five (5) fiscal years, if available, but at a minimum the next three (3) fiscal years from the date of the application.

Sec. 5-2-60. Planned services and operations.

- (a) The application shall describe the Applicant's planned initial and proposed cable services geographic area, including a map of all areas proposed to be served and proposed dates for offering service to each area. The application shall additionally state whether the Applicant proposes to provide cable services to the entire franchise area and, if so, a proposed timetable for meeting that goal.
- (b) If the Applicant has or asserts existing authority to access the public right-of-way in any of the initial or proposed service areas listed in subsection (a) above, the Applicant shall state the basis for such authority or asserted authority and attach the relevant agreements or other documentation of such authority.
- (c) The Applicant shall describe with particularity its planned residential and nonresidential cable services.
- (d) The Applicant shall describe with particularity its planned system technical design and any other information necessary to demonstrate that the Applicant's technology will be displayed so as to be able to successfully offer state of the art cable services in the proposed locations, such as upstream and downstream capacity and speed, provision for analog or digital services or packages, distribution of fiber, and planned count of households per residential node.
- (e) The Applicant shall describe its planned construction and extension or phase schedule, as applicable, including system extension plans or policy. Applicant shall also describe the current status of the Applicant's existing or proposed arrangements with area utilities, including pole attachments, vault or conduit sharing agreements, as applicable.
- (f) The Applicant shall describe its plan to ensure that the safety, functioning and appearance of property, and convenience and safety of other persons is not adversely affected by installation or construction of the Applicant's facilities and that property owners are justly compensated for any damages caused by the installation, construction, operation, or removal of the facilities.
- (g) The Applicant shall describe its plan to comply with federal subscriber privacy protections and any applicable local cable customer service standards in effect at the time of application.

Sec. 5-2-70. Application review.

- (a) Additional Information. Should additional information be required, any time period for granting or denying the application set forth in federal law will be tolled until such information is received by the Town.
- (b) Franchise Negotiations. The Town shall attempt to negotiate a cable franchise agreement with the Applicant and schedule the application and any proposed franchise for public hearing in accordance with this Article and within the time periods set forth in federal law referenced in paragraph (a) of this section.

Sec. 5-2-80. Public hearing.

The Town Board of Trustees shall hold a public hearing before approving cable franchise agreements and during the franchise renewal process when required by 47 U.S.C. § 546(c)(2).

Sec. 5-2-80. Review criteria.

- (a) With respect to new cable franchise applications, the Town may grant one or more franchises within its jurisdiction; except that it shall not grant an exclusive franchise and may not unreasonably refuse to award an additional competitive franchise, consistent with 47 U.S.C. § 541(a)(1). Any Applicant whose application for a second franchise has been denied by a final decision of the Town may appeal such final decision pursuant to the provisions of 47 U.S.C. § 555.
- (b) With respect to applications for cable franchise renewals under 47 U.S.C. § 542(a) through (g), the Town may deny an application for renewal, if, after following all of the procedural requirements of federal law, it finds any of the following:
 - (i) That the Applicant has not substantially complied with the material terms of the existing franchise and with applicable law;
 - (ii) That the quality of the Applicant's service, including signal quality, response to consumer complaints, and billing practices, but without regard to the mix or quality of cable services or other services provided over the system, has not been reasonable in light of community needs;
 - (iii) That the Applicant does not have the financial, legal, and technical ability to provide the services, facilities, and equipment as set forth in the Applicant's proposal;
 - (iv) That the Applicant's proposal is not reasonable to meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests.
- (c) With respect to applications for cable franchise renewals under any alternate renewal process as authorized by 47 U.S.C. § 542(h), the Town may grant or deny such proposal at any time. The denial of a renewal pursuant to this subsection shall not affect action on a renewal proposal that is submitted in accordance with 47 U.S.C. § 542(a) through (g).

Section 3. New Article VIII of Chapter 4 of the Municipal Code. The Board hereby relocates Article V of Chapter 5 to a new Article VIII in Chapter 4 of the MMC to read in full as follows:

ARTICLE VIII - Telephone Utility Tax

Sec. 4-8-10. Levy of tax.

There is hereby levied on and against each telephone utility company operating within the Town, a tax on the occupation and business of maintaining a telephone exchange service to the inhabitants of the Town. The amount of the tax levied hereby shall be as set forth in Section 4-8-20 herein. The Board of Trustees shall vote annually on whether the tax shall be increased. Should the Board of Trustees fail to vote on the question of whether or not the tax shall be increased, the tax shall remain at the level stated herein until subsequently amended by the Board of Trustees.

Sec. 4-8-20. Amount of business and occupation tax.

The occupation and business tax for maintaining a telephone exchange service to the inhabitants of the Town shall be one hundred fifty dollars (\$150.00) per month. Said business and occupation tax shall be in addition to any and all other fees or taxes provided for under this Code.

Sec. 4-8-30. Time of payment of tax.

The tax levied by this Article shall begin to accrue on the first day of June, 1989, and shall be paid in equal monthly installments on the last business day of each calendar month thereafter.

Sec. 4-8-40. Filing statement.

On or before July 10 of each year, each telephone utility company subject to this Article shall file with the Town Clerk, in such form as the Town Clerk may require, a statement showing the total telephone accounts for which local exchange service was provided within the corporate limits of the Town on July 1. In addition to the information contained in the annual statements, the Town may request any other relevant information necessary to a determination of the appropriateness of the amount of the levy.

Sec. 4-8-50. Failure to pay.

If any telephone utility company shall fail to pay the taxes as herein provided, the full amount thereof shall be due and collected from such company, and the same, together with an addition of ten percent (10%) of the amount of taxes due as a nonpayment penalty shall be and hereby is declared to be a debt due and owing from such company to the Town. The Town Attorney, upon the direction of the Board of Trustees, shall commence any legal action necessary to recover any amount so due and owing.

Sec. 4-8-60. Penalty clause.

If any officer, agent, manager or director of a telephone utility company which is subject to the provisions of this Article shall fail, neglect or refuse to make or file the annual statement of accounts provided in Section 4-8-40 above, said officer, agent, manager or director, shall, upon conviction thereof, be punished in accordance with Section 1-4-20 of this Code.

Sec. 4-8-70. Inspection of records.

The Town, its officers, agents or representatives, shall have the right at all reasonable hours and times to examine the books and records of the telephone utility companies which are subject to the provisions of this Article and to make copies of the entries or contents thereof.

Sec. 4-8-80. Local purpose.

The tax herein provided is upon occupations and businesses in the performance of local functions and is not a tax upon those functions relating to interstate commerce. It is expressly understood that none of the terms of this Article be construed to mean that any telephone utility company is issued a franchise by the Town.

Sec. 4-8-90. Indemnification.

It is the express intent of this Article that all telephone utility companies subject to this business and occupation tax shall hold harmless and indemnify the Town from any and all actions at law arising from their operations within the Town.

Section 4. Creation of Franchise Record. The Board of Trustees directs Town staff to create, maintain, and update as necessary the franchise record described in Section 2 of this Ordinance, make such record available for public inspection during the Town's business hours, and make all franchise agreements that are approved and in effect available on the Town's website on or before the effective date of this Ordinance.

Section 5. Updated Franchise Application Fee and Review Fee Deposit. The Board of Trustees hereby sets the franchise application fee at five thousand dollars (\$5,000.00) and the review fee deposit at five thousand dollars (\$5,000.00) for all franchise applications, which updated fees shall be effective on the effective date of this Ordinance. Town staff is directed to update the Town's comprehensive fee schedule accordingly. All future updates or amendments to the franchise application and review fees shall be set by resolution as provided in Section 2 of this Ordinance.

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

Section 7. Severability. If any part, section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the Ordinance. The Board of Trustees hereby declares that it would have passed the Ordinance including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more part, section, subsection, sentence, clause or phrase is declared invalid.

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

Section 9. Certification. The Town Clerk shall certify to the passage of this Ordinance and make not less than one copy of the adopted Code available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 27TH DAY OF MARCH 2023.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor