



BOARD OF TRUSTEES

441 3rd Street, Mead
Tuesday, November 12, 2024

AGENDA

- I. 5:30 p.m.**
Work Session: Natural Medicine Healing Centers
- 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. 21-R-2023, remote participation will be allowed. The meeting link will be provided on the Town's website/designated posting place at least 24 hours prior to the meeting.

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

1. Call to Order – Roll Call

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

2. Moment of Silence

3. Pledge of Allegiance to the Flag

4. Review and Approve Agenda

5. Staff Report: Town Manager Report

[a.](#) Manager Report

6. Informational Items

- [a.](#) Xcel Energy Wild Fire Mitigation Efforts
Hans Rodvik, Area Manager, Community & Local Government Affairs
- [b.](#) Name the Snow Plow Winners
- [c.](#) November 5, 2024 Municipal Election Unofficial Results

7. Public Comment: 3 minute time limit. Comment is for any item on the agenda 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 October 28, 2024
- [b.](#) 3rd Quarter 2024 Investment Activity Report
- [c.](#) October 2024 Aging Report
- [d.](#) Amended Check Register November 12, 2024

- e. **Resolution No. 85-R-2024** - A Resolution of the Town of Mead, Colorado, Approving an Intergovernmental Agreement Between the Town of Mead and the Department of Homeland Security, Immigration & Customs Enforcement, Homeland Security Investigations Denver Regarding the Reimbursement of Expenses in Joint Operations
- f. **Ordinance No. 1070** - An Ordinance of the Town of Mead, Colorado, Approving a Deed Conveying and Dedicating Land to the Town for Public Right-of-Way and Accepting the Dedication of the Public Right-of-Way to be Held by the Town in Trust for Public Use (A Portion of the Property Located at 201 Welker Avenue, Mead, Colorado)
- g. **Resolution No. 86-R-2024** – A Resolution of the Town of Mead, Colorado, Approving a Form Revocable Encroachment License Agreement and Authorizing the Town Manager to Approve and Execute the Revocable Encroachment License Agreement on Behalf of the Town in Limited Circumstances

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

10. Elected Official Reports

- a. Town Trustees
- b. Mayor Whitlow

11. 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: November 12, 2024

SUBJECT: Town Manager Report

- Coffee with the Mayor has moved to the Public Works Facility Training Room to allow for more space. At the November Coffee, Mayor Whitlow hosted guests Barbara Kirkmeyer, Gabe Evans and Ryan Armogast. Coffee was provided by local business, Redemption Road Coffee. The next Coffee is scheduled Saturday, December 7th, from 8:00 – 10:00 a.m. at Public Works, 1341 WCR 34. Residents are encouraged to attend this monthly event to ask questions or discuss any issues they may have with the Town.
- Mountain View Fire Protection District (MVFPD) will offer car seat checks on the third Friday of each month, starting November 15th. Appointments will be available from 10:00 a.m. to 12:00 p.m., with each appointment lasting 30 minutes. The checks will take place at the Mead Town Hall gravel parking lot, specifically in the east parking spots along the sidewalk of 3rd Street. Small yard signs will be placed to mark the location. Appointment registration will be conducted by MVFD.
- Annual renewals for business licenses are being emailed to all active business owners. Year to date 2024, there are 467 active business licenses for those businesses physically located in Town or doing business in the Town. Enhanced credit card acceptance for payments is available on the Town's website. Pet license renewals have been emailed to current pet owners.
- The Built for Mead website is live with a variety of business interviews: <https://builtformead.com/>. New videos continue to be released and the website is updated quarterly. The business directory is live.
- The November 5th Election Results are still being tabulated. Current Mead and Weld County results can be found on the Weld County Elections website: <https://www.weld.gov/Government/Departments/Clerk-and-Recorder/Elections-Department>. Statewide election results can be found on the Secretary of State website: <https://www.sos.state.co.us/pubs/elections/resultsData.html>.
- Christmas in the Park is coming December 7th! The event features free activities, food vendors, and the annual Tree Drawing by the Mead Area Chamber of Commerce. A special appearance by Santa is scheduled, along with the opportunity to participate in a curling activity. New this year is the Pop-up Holiday Market, providing an opportunity for holiday shopping; limited booth space is available for vendors. Attendees may also enjoy a ride on the trackless train, offering a scenic tour of Town Park.
- Mayor Whitlow and Trustee Parr, along with several Town staff, attended the Renee's Garden ribbon cutting and facility tour on November 5th. The Town is excited that Renee's Garden chose to relocate and expand their facility in Mead.
- Staff presented the draft 2025 Budget to the Board of Trustees on October 14, 2024. After further input from the Board, a public hearing will be held on December 9, 2024, to consider adoption. MURA and Elevation 25 GID budgets will also be presented on these same dates.
- The High Plains Blvd (WCR 9.5) project is moving forward. The construction of two miles of this road between WCR 32 and WCR 34 will include two travel lanes, bike lanes and a ten feet wide detached sidewalk. This project is a collaboration between Mead, Weld County and local developers and is slated for completion in December 2025.
- Construction of the Mead Community Center, alley improvements and adjacent parking lot is underway. The structure has gone vertical and is starting to be closed in. The alley paving was started but now awaits warmer weather and completion of utility work before the final lift. The Community Center is expected to be completed in mid to late 2025.

- Municipal Court is scheduled for November 21st at 5:00 p.m. with 43 cases on the docket for arraignment and review hearings. The court schedule for 2025 is attached to this report.
- Current road closures due to construction can be found on the town's website:
<https://www.townofmead.org/engineering/page/street-maintenanceroad-closures>.
- Key projects update:
 - 3rd and Welker Intersection – LTWD completed the vault work at 201 Welker, less the final electrical connections. Staff conducted a preliminary meeting with the general contractor, Jalisco, and are finalizing the contract and construction schedule. Work will likely begin in earnest after the holidays.
 - Community Center – The steel framing of the building is nearly complete, and the first lift of alley paving was placed. If the top lift cannot be completed due to weather, the alley will be reopened to the public later this month.
 - SH66 Pedestrian Crossing – Staff is submitting final clearances to CDOT for approval at the end of October and expects to initiate the right-of-way acquisition phase in November.
- YTD totals for new single family home permits:
 - 2024 YTD: 87 SF Permits, 89 Certificates of Occupancy
- Boards and Commissions
 - The Planning Commission meeting for November has been cancelled due to a lack of items for review.
- Human Resources
 - The Town is advertising open positions here:
<https://www.governmentjobs.com/careers/townofmead>
 - Open full-time positions include Police Officer, Police Admin Assistant, Police Sergeant, Deputy Town Engineer, Human resources Manager, and Planner I.

Community Development

- Interviews have begun for candidates for the open Planner 1 position.
- The AMK property (aka Iron River Business Park, located south and east of Postle and Raterink properties), has submitted an annexation application to expand the size of the property with the purchase of property directly to the east.
- High Plains Library District has submitted the first Site Plan submittal. Plans are under review.
- Mountain View Fire Protection District has begun the process of submitting a Site Plan application for the new station at the Liberty Ranch Municipal Facilities Site. An official submittal is expected in the next week or so.

Public Works and Engineering

- CR 7 design for paving is advancing. Geotechnical testing will occur the week of October 11th, weather permitting. CR 7 will need to be closed for 2 days in order to provide a safe work zone for these efforts. VMB's will be placed 5 days prior.
- Aeration of park turf is underway in anticipation of winter weather.
- Staff interviewed two candidates for the Deputy Town Engineer position.
- Tree lighting by United Power is scheduled for the week of November 12th, weather permitting.

Community Engagement

- Community Engagement and Slate Communications hosted a free Marketing 201 Workshop for local businesses on Monday, November 4, 2024. This workshop, exclusively for Mead businesses, focused on building a standout brand and enhancing online presence, providing practical tools to elevate marketing efforts.

- Registration is open for the Parade of Lights and is free to participate. Registration forms are due by November 15th. The parade will take place on Saturday, December 7th, at 5:00 p.m.
- On Friday, December 13th, Mead's older active adults will travel to Broomfield for dinner and a tour of holiday lights. Participants will meet at Mead Town Hall at 3:30 p.m. They will travel by bus to dinner at Cracker Barrel followed by a tour of Broomfield's best-lit neighborhoods, including City Hall. The trip costs \$15 per person (dinner is included). Registration is required by Friday, December 6th.
- The Town and TBK Bank will host "Mead's Mingle and Jingle," an appreciation event for local businesses, on Wednesday, December 5, from 5:00 to 7:00 p.m. at TBK Bank. The event will feature dinner, exciting raffle prizes, and opportunities for businesses to socialize. Business owners are encouraged to reserve their spot, along with a guest, by the November 25th deadline.

Police Department

- Recruiting for admin tech, CSO, police officer, and police sergeant position vacancies.
- Interviews for police officer resulted in one conditional offer being made and accepted.
- The sergeant's process is tentatively scheduled for early December.
- The two officers in field training continue to progress. One should be on solo duty before the end of the year and the other shortly thereafter.

Mead Municipal Court

441 3rd St, Mead, CO 80542

970-535-2643

mherman@townofmead.org

2025 Court Dates

TRAFFIC/ARRAIGNMENT

Docket Time: 5:00 pm

	Court Date	Cut Off Date
January	01-16-2025	12-18-2024
February	02-20-2025	01-15-2025
March	03-20-2025	02-19-2025
April	04-17-2025	03-19-2025
May	05-15-2025	04-16-2025
June	06-26-2025	05-21-2025
July	07-17-2025	06-18-2025
August	08-21-2025	07-17-2025
September	09-18-2025	08-20-2025
October	10-23-2025	09-17-2025
November	11-20-2025	10-15-2025
December	12-18-2025	11-19-2025

Mead Municipal Court

441 3rd St, Mead, CO 80542

970-535-2643

mherman@townofmead.org

2025 Court Dates

TRIALS

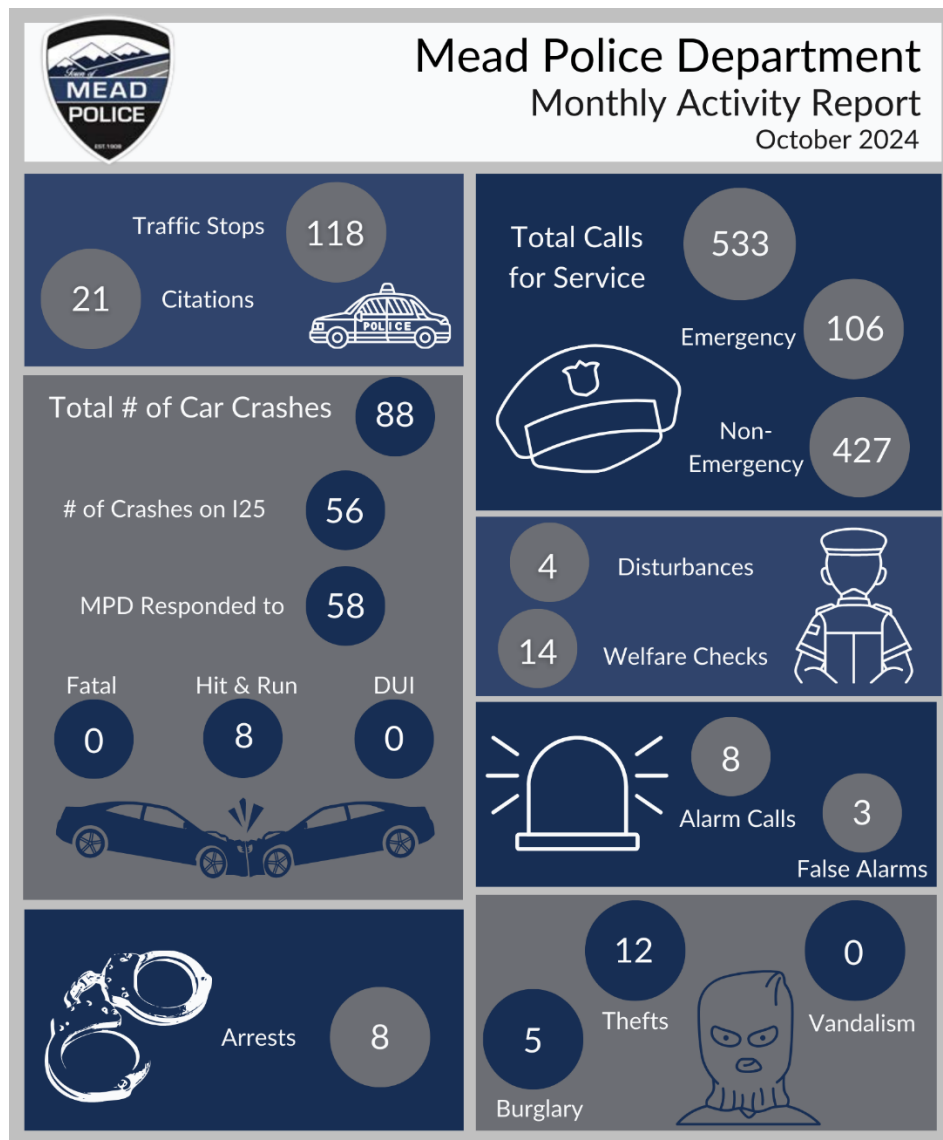
Time: 9:00 am

	Court Date
January	01-13-2025
February	02-10-2025
March	03-10-2025
April	04-14-2025
May	05-12-2025
June	06-9-2025
July	07-14-2025
August	08-11-2025
September	09-08-2025
October	10-13-2025
November	11-10-2025
December	12-08-2025



Mead Police Department

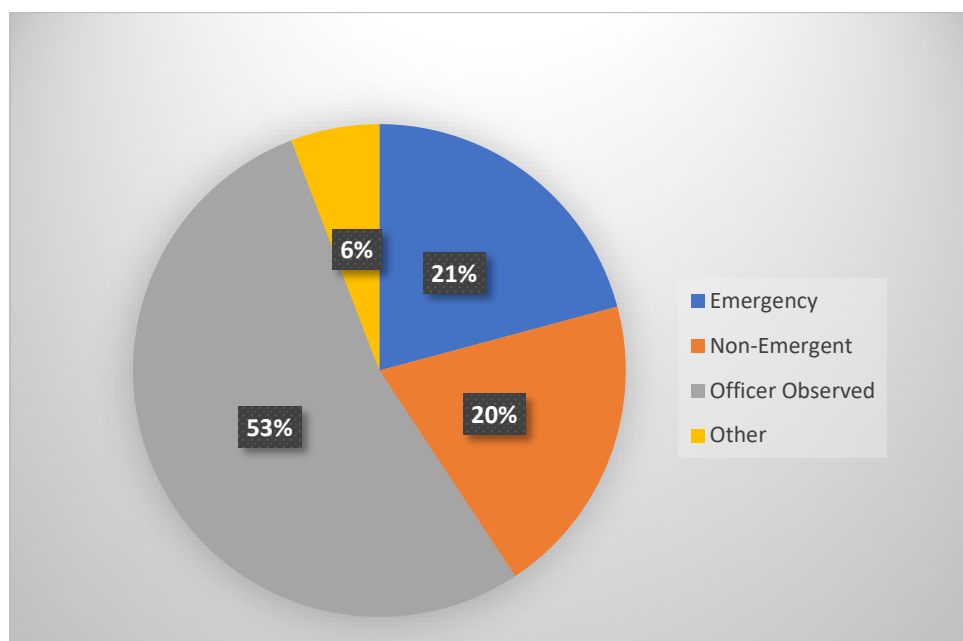
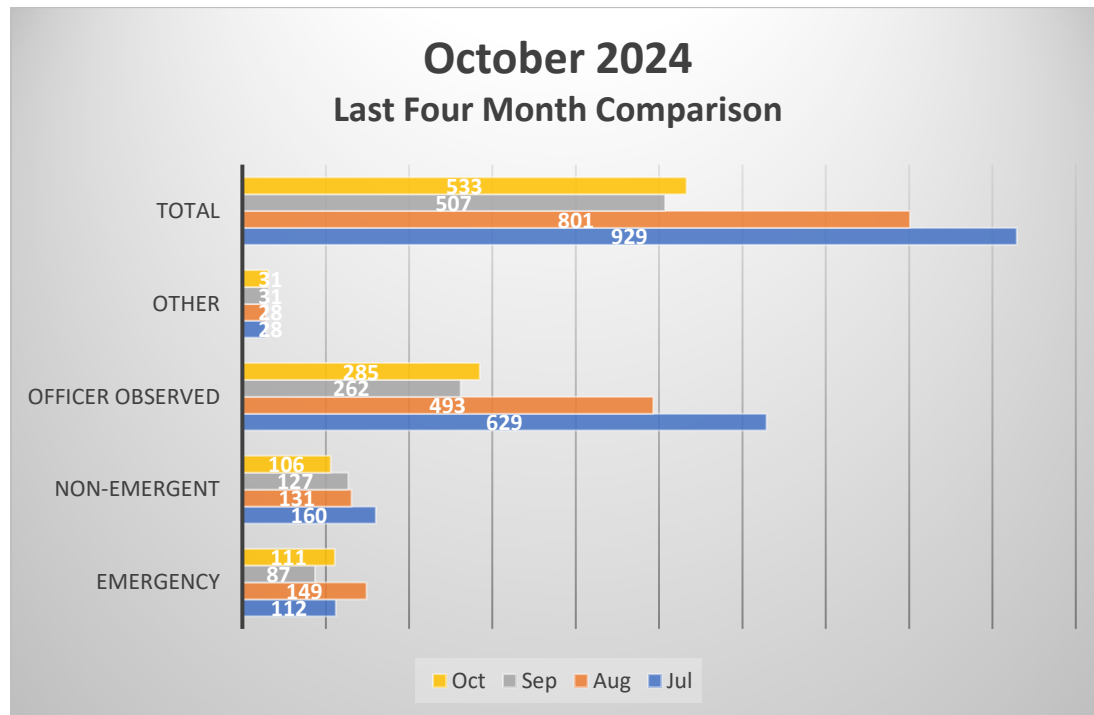
October Monthly Activity - 2024



ARRESTS: 8

Case Number	Arrest Date/Time	Location	Charge
24ML00604	10/30/2024 09:23:00 PM	MM 242 I 25 SB	42-2-138(1)(a) DRIVING UNDER RESTRAINT (DENIED)
24ML00606	10/30/2024 09:23:00 PM	■■■■ PINEYWOODS ST	16-19-103 FOJ WANTED BY OTHER AGENCY FELONY
24ML00563	10/07/2024 11:40:00 PM	■■■■ HIGHLAND DR	18-6-803.5(1)(A) VIOLATION OF PROTECTION ORDER-CRIMINAL
24ML00563	10/07/2024 11:40:00 PM	■■■■ HIGHLAND DR	16-19-103 FOJ WANTED BY OTHER AGENCY MISDEMEANOR
24ML00558	10/06/2024 06:40:00 PM	MM 245 I 25 NB	42-3-121(1)(B) REGISTRATION-FICTITIOUS PLATE
24ML00558	10/06/2024 06:40:00 PM	MM 245 I 25 NB	18-18-403.5(1),(2)(A) POSSESSION OF A CONTROLLED SUBSTANCE
24ML00559	10/06/2024 06:40:00 PM	I-25 NB MM 245	16-19-103 FOJ WANTED BY OTHER AGENCY MISDEMEANOR
24ML00544	10/01/2024 02:45:00 PM	■■■■ 3rd Street	18-4-401 THEFT - LESS THAN \$50 SHOPLIFTING

Four Month Comparison of Calls for Service:



STAFFING:

We currently have 14 of the 16 available positions filled. Of the 14, 2 are in field training and 3 are out sick or injured.

Sergeant Ellis (Late Week, SROs), and Officers Bustamante, Cramblet, Hansen, Palmer, Rollins, and Synn are working patrol.

Officers Barker, Aguirre, and Salazar are assigned to Mead Schools as SROs, and supporting patrol when school is not in session.

Administrative Technician Madison McCullough and Michelle Rae in Administration, Records, and Evidence. Commander Smith oversees operations, training, and professional standards. Brent Newbanks is the Chief of Police.

TRAINING:

Training was limited due to lack of staffing.

COMMUNITY POLICING ACTIVITIES:

- Elementary School – Harvest Moon Fall Festival – October 5th
- Citizen’s Police Academy – Wednesdays, September 11 through October 16th
- Trick or Treat Street – October 26th
- Tractor Supply – Hometown Heroes event – October 26th

NOTABLE CALLS FOR SERVICE:

Crash – Hwy 66 / I25 Ramp S – 24ML00551 – 10/01/2024

Crash – [REDACTED] Highland Dr – 24ML00552 – 10/03/2024

Check Wellbeing – WCR 7 / WCR 36 – 24ML00554 – 10/03/2024

Hit and Run – Hwy 66 / WCR 3 – 24ML00555 – 10/04/2024

Crash – I25 Ramp N / Hwy 66 – 24ML00556 – 10/04/2024

Crash – WCR 9.5 / Hwy 66 – 24ML00557 – 10/04/2024

Traffic Stop – MM 245 I25 NB – 24ML00558 / 24ML00559 – 10/06/2024

Check Wellbeing – [REDACTED] WCR 32 – 24ML00560 – 10/06/2024

Theft – [REDACTED] E I25 Frontage Rd – 24ML00562 – 10/07/2024

Restraining Order Violation – [REDACTED] Highland Dr – 24ML00563 / 24ML00564 – 10/07/2024

Stolen Vehicle – WCR 5.5 / Hwy 66 – 24ML00565 – 10/08/2024

Crash – Hwy 66 / WCR 5 – 24ML00566 – 10/10/2024

Theft – [REDACTED] Peppercorn Dr – 24ML00567 – 10/10/2024

Theft – Colorado Blvd / WCR 32 – 24ML00568 – 10/11/2024

Assault – [REDACTED] Main St – 24ML00569 – 10/11/2024

Crash – Hwy 66 / WCR 3 – 24ML00570 – 10/11/2024

Suspicious – Hwy 66 / Colorado Blvd – 24ML00571 – 10/12/2024

Theft – [REDACTED] E I25 Frontage Rd – 24ML00572 – 10/14/2024

Hit and Run – WCR 7 / WCR 38 – 24ML00573 – 10/15/2024

Follow Up – [REDACTED] Longhorn Dr – 24ML00574 – 10/15/2024

Drug Related Activity – [REDACTED] WCR 7 – 24ML00575 – 10/16/2024

Animal Complaint – [REDACTED] Topaz St – 24ML00576 – 10/18/2024

Loud Party – [REDACTED] 7th St – 24ML00577 – 10/19/2024

Crash – [REDACTED] Hwy 66 – 24ML00578 – 10/20/2024

Crash – 6th St / Welker Ave – 24ML00579 – 10/20/2024

Suspicious – [REDACTED] WCR 7 – 24ML00580 – 10/21/2024

Stolen Vehicle – [REDACTED] E I25 Frontage Rd – 24ML00582 – 10/21/2024

Theft – [REDACTED] Main St – 24ML00583 – 10/23/2024
Crash – WCR 7 / WCR 28 – 24ML00584 – 10/23/2024
Crash – WCR 7 / WCR 28 – 24ML00585 – 10/23/2024
Hit and Run – [REDACTED] Main St – 24ML00587 – 10/23/2024
Crash – Hwy 66 / Foster Ridge Dr – 24ML00588 – 10/23/2024
Crash – Hwy 66 / WCR 5.5 – 24ML00589 – 10/23/2024
Hit and Run – [REDACTED] Welker Ave – 24ML00590 – 10/24/2024
Theft – [REDACTED] Main St – 24ML00591 – 10/24/2024
Crash – Hwy 66 / Colorado Blvd – 24ML00592 – 10/25/2024
Crash – Colorado Blvd / Hwy 66 – 24ML00593 – 10/25/2024
Crash – Hwy 66 / I26 Ramp N – 24ML00594 – 10/25/2024
Crash – MM 43 Hwy 66 – 24ML00596 – 10/25/2024
Hit and Run – Hwy 66 / E I25 Frontage Rd – 24ML00598 – 10/25/2024
Hit and Run – [REDACTED] Weber Way – 24ML00599 – 10/26/2024
Assault – [REDACTED] Fairbairn Ave – 24ML00600 – 10/27/2024
Suspicious – [REDACTED] WCR 7 – 24ML00601 – 10/28/2024
Suspicious – [REDACTED] Welker Ave – 24ML00602 – 10/28/2024
Trespass In-Progress – [REDACTED] Limestone Ave – 24ML00603 – 10/29/2024
Traffic Stop – MM 242 I25 SB – 24ML00604 – 10/29/2024
Crash – WCR 28 / WCR 7 – 24ML00605 – 10/30/2024
Subject with a Warrant – [REDACTED] Pineywoods St – 24ML00606 – 10/30/2024



BOARD OF TRUSTEES

441 3rd Street, Mead
Monday, October 28, 2024

AGENDA

I. 5:15 p.m.
WORK SESSION: Westridge Property

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 on March 13, 2023 by Resolution No. 21-R-2023, remote participation was enabled for the meeting.

Mayor Colleen Whitlow called the Regular Meeting of the Board of Trustees to order at 6:02 p.m.

1. Call to Order – Roll Call

Present

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

Absent

None

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

Attending via remote access: members of the public.

2. Moment of Silence

Mayor Whitlow requested the observance of a moment of silence for those fighting cancer.

3. Pledge of Allegiance to the Flag

The assembly pledged allegiance to the flag.

4. Review and Approve Agenda

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

5. Staff Report: Town Manager Report

a. Manager Report

Town Manager Helen Migchelbrink discussed building permits year to date; Coffee with the Mayor moving to larger PW facility; Mountain Fire offering car seat checks.

6. Informational Items

- a. Built for Mead

Public Information Officer / Community Engagement Director Lorelei Nelson discussed business outreach strategy including Built for Mead website with success stories and advertising.

- b. Recognition Trustee Deb Brodhead

Trustee Harris read the Proclamation in Recognition of Trustee Deb Brodhead.

Motion was made by Mayor Pro Tem Cartwright, seconded by Trustee Adams, to authorize Mayor Whitlow to sign the Proclamation in Recognition of Trustee Deb Brodhead. Motion carried 7-0, on a roll call vote.

A video was shown honoring Trustee Brodhead's dedication and service to the Town of Mead.

7. Proclamations

- a. Native American Heritage Month November 2024

Motion was made by Trustee Parr, seconded by Trustee Adams, to authorize Mayor Whitlow to sign the Proclamation for Native American Heritage Month November 2024. Motion carried 7-0, on a roll call vote.

- b. Law Enforcement Records Personnel Week November 4-8, 2024

Motion was made by Mayor Pro Tem Cartwright, seconded by Trustee Parr, to authorize Mayor Whitlow to sign the Proclamation for Law Enforcement Records Personnel Week November 4-8, 2024. Motion carried 7-0, on a roll call vote.

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

There was no public comment at this time.

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

- a. Approval of Minutes - Regular Meeting October 14, 2024
- b. September 2024 Financials
- c. Check Register October 28, 2024
- d. **Resolution No. 82-R-2024** - A Resolution of the Town of Mead, Colorado, Approving That Certain State of Colorado Grant Agreement with the State of Colorado (Acting by and Through the Colorado Department of Transportation) for the Mead Trails and Open Space Master Plan Update (Project No. AQC M870-010)
- e. **Resolution No. 83-R-2024** – A Resolution of the Town of Mead, Colorado, Approving That Certain Amendment #1 to the Intergovernmental Agreement with the State of Colorado (Acting by and Through the Colorado Department Of Transportation) for the Mead Trail Extension (Safe Routes To School), Project Number SAR M870-007 (24459)
- f. **Resolution No. 84-R-2024** – A Resolution of the Town of Mead, Colorado, Approving an Agreement by and between the Town of Mead, Colorado, and Sanborn Reservoir and Ditch Company for the Grant of a Revocable License for a Concrete Pedestrian Trail and Ditch Crossing

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

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

There was no public comment at this time.

11. Elected Official Reports

a. Town Trustees

The Trustees discussed possible future use of building at 537 Main St for records storage and the recent Police Citizens' Academy.

b. Mayor Whitlow

Mayor Whitlow discussed the recent State of County event; this week's Town & County Dinner hosted by Weld County; Coffee with the Mayor Saturday November 2; Business Outreach Class November 4; Election Day November 5; and ribbon cutting for Renee's Garden November 5.

Mayor Whitlow requested a Recess at 6:36 p.m.

RECESS

Mayor Whitlow reconvened the Regular meeting of the Board of Trustees at 6:47 p.m.

12. Executive Session: Pursuant to C.R.S. 24-6-402(4)(f) to discuss personnel matters for which the employee has consented: Town Manager Review

Motion was made by Trustee Parr, seconded by Trustee Schranz, to enter into Executive Session pursuant to C.R.S. 24-6-402(4)(f) to discuss personnel matters for which the employee has consented: Town Manager Review. Motion carried 7-0, on a roll call vote.

Mayor Whitlow convened the Executive Session at 6:50 p.m.

The Board returned to the Regular Meeting from Executive Session at 8:35 p.m. Those present for the Executive Session were Mayor Whitlow, Trustees Adams, Brodhead, Cartwright, Harris, Parr and Schranz, Town Attorney Marcus McAskin, Town Manager Helen Migchelbrink, and Deanna Heyn, CPS HR Consulting.

RECONVENE REGULAR MEETING

13. Executive Session Action Items

Motion was made by Mayor Pro Tem Cartwright, seconded by Trustee Harris, to delegate authority to Mayor Whitlow and the Town Attorney to prepare the second amendment to the Amended and Restated Town Manager Employment Agreement dated November 14, 2022 to provide the Town Manager with a 2% salary increase for market adjustment and 2% merit increase effective January 1, 2025 and to amend section 4.D. of the agreement to provide for accrual of PTO at the rate in the Employee Handbook based on years of service. Mayor Pro Tem Cartwright further moved to delegate authority to the Mayor to execute the agreement when in final form. Motion carried 6-1, on a roll call vote; Mayor Whitlow and Trustees Brodhead, Cartwright, Harris, Parr and Schranz voted yes; Trustee Adams voted no.

14. Adjournment

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

The Regular Meeting of the Town of Mead Board of Trustees adjourned at approximately 8:38 p.m. on Monday, October 28, 2024.

Colleen G. Whitlow, Mayor

ATTEST:

Mary E. Strutt, MMC, Town Clerk



Agenda Item Summary

MEETING DATE: November 12, 2024
SUBJECT: 3rd Quarter 2024 Investment Activity Report
PRESENTED BY: Mary Strutt, Administrative Services Director

SUMMARY

The Town of Mead investment activity report for the 3rd Quarter of 2024 is attached for the Board's review. This report includes funds in the Town's investment accounts, it does not include funds held in the Town's operating accounts. The report shows interest income for the second quarter of \$415,663.98. Total year to date interest income is \$1,244,887.01. The 2024 year to date yields have remained in the 5.0-5.5% range as anticipated. However, investment rates are anticipated to decrease towards the end of the year.

The Investment Activity Report provides the investment amount in each account, along with the interest rate and interest earned for the quarter. All the Town's investment holdings are in Local Government Investment Pools ("LGIPs") in accordance with the Town's Investment Policy. The LGIPs tend to have higher yields and liquidity. Funds may be easily transferred into/out of the LGIPs from the operating accounts. For additional diversification and security, the Town does invest in three different LGIPs: ColoTrust, CSAFE and CSIP.

Funds held in the Town's investment accounts include the reserve funds and funds which have been appropriated for current capital projects including the Community Center, 3rd & Welker Intersection, CR 7 & Hwy 66 Underpass, Gold Star Memorial and Liberty Ranch Restrooms. Funds will be withdrawn from these investment accounts as needed to pay for the above-listed projects.

ATTACHMENTS

Investment Activity Report September 30, 2024

Town of Mead Investment Activity

Quarter Ended September 30, 2024

Diversification Guideline *	Investment Type & Account	Investment Amount, Beginning Value	Deposits	Withdrawals	Interest Earned	Average Monthly Yield	Investment Amount, Ending Value	Total Percentage of Portfolio
E	Local Government Investment Pools							
Maximum % per Issuer: 50%	COLOTRUST - PLUS+	\$ 12,791,395.28	\$ -	\$ -	\$ 173,686.01	5.3653%	\$ 12,965,081.29	41.7800%
----	COLOTRUST - PRIME	10,928.40	-	-	144.50	5.2248%	11,072.90	0.0357%
Maximum % of Portfolio: 100%	CSAFE	12,259,204.86	-	-	167,149.10	5.3700%	12,426,353.96	40.0439%
	CSIP	5,554,629.55	-	-	74,684.37	5.3233%	5,629,313.92	18.1405%
	Total Investment Pools:	\$ 30,616,158.09	\$ -	\$ -	\$ 415,663.98	5.3209%	\$ 31,031,822.07	100.0000%

* Per Town Investment Policy - Sec. VIII. Investment Parameters

Report Criteria:

Aging by Date

Aged using Payment Date

Customer Number	Name	Balance	Future	Current	Over 30	Over 60	Over 90	Over 120	Over 150
1	St. Vrain Valley School District	2,173.73	2,173.73	-	-	-	-	-	-
45	Mead Development Group, Inc.	24,942.51	-	24,942.51	-	-	-	-	-
162	Mead High School	1,534.50	1,534.50	-	-	-	-	-	-
214	Mead Towne Center	5,750.00	-	-	-	-	-	-	5,750.00
239	Gopher Gulch	9,528.00	-	4,402.00	5,126.00	-	-	-	-
256	Prosper Land & Development LLC	22,327.50	-	6,790.00	10,850.00	4,060.00	627.50	-	-
270	Highland Development Services Inc	464.60	-	323.20	1,008.99	2,895.00	-	-	4,045.39
272	Iglesia De Jesucristo	494.90	-	494.90	-	-	-	-	-
280	Benson Farms - MD	2,430.25	-	-	-	-	-	-	2,430.25
285	Boulder Scientific Company, LLC	2,360.00	-	-	-	-	-	-	2,360.00
290	Forestar Real Estate Group	2,200.00	-	1,330.00	1,400.00	-	1,300.00	830.00	-
292	BREG Industrial Development	16,639.09	-	-	-	2,953.00	-	-	13,686.09
296	Silver Point Development	1,600.85	-	-	1,318.05	282.80	-	-	-
297	Meadow Ridge Development, Inc	58.58	-	58.58	-	-	-	-	-
298	Century Land Holdings LLC	1,771.54	-	1,771.54	-	-	-	-	-
299	Lizondo Futbol Academy LLC	1,665.49	-	-	-	-	272.70	-	1,392.79
307	Tharaldson c/o Ventana Capital, Inc	90.90	-	-	90.90	-	-	-	-
320	Lorson South Land Corp c/o Landhuis C	2,590.65	-	-	-	-	1,833.15	181.80	575.70
323	Enyo Power Partners, LLC	1,989.70	-	1,989.70	-	-	-	-	-
325	Red Barn Metropolitan District	2,203.05	-	-	-	-	-	-	2,203.05
326	AMK Properties LLC	565.60	565.60	-	-	-	-	-	-
327	17790 CR 7 LLC	69.44	-	-	-	-	-	-	69.44
331	Mountain Legacy LLC	3,005.77	-	-	-	-	-	-	3,005.77
336	Front Range Investment Holdings LLC	253,970.12	37,232.50	291,202.62	-	-	-	-	-
338	JMB Collection LLC	862.39	849.41	12.98	-	-	-	-	-
339	Vaulter Real Estate / Investments	131.30	-	-	-	-	-	-	131.30
343	O'Reilly Auto Enterprises, LLC	2,333.10	2,333.10	-	-	-	-	-	-
346	Mountain View Fire Protection District	8,390.00	7,627.00	206.00	557.00	-	-	-	-
347	Mead Industrial Development Group	1,201.80	636.30	-	565.50	-	-	-	-
349	Alphabet Investments, Inc	2,141.30	707.00	1,414.00	20.30	-	-	-	-
350	Kiteley Land Co. LLC	196.95	196.95	-	-	-	-	-	-
351	M4 Elevation 25, LLC	1,242.30	1,242.30	-	-	-	-	-	-
9997	Misc AR Invoices	2,871.50	1,831.50	-	-	-	540.00	500.00	-
Grand Totals:		146,529.43	56,929.89	247,467.21	16,118.76	4,400.80	1,973.35	148.20	21,663.18

Report Criteria:

Report type: GL detail

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
11/24	11/12/2024	39023	A-1 CHIPSEAL CO.	14003-03	04-44-5365	Street Resurfacing	33,453.00
11/24	11/12/2024	39023	A-1 CHIPSEAL CO.	14003-03	04-02-2005	Street Resurfacing - retainage	1,672.65-
Total 39023:							31,780.35
11/24	11/12/2024	39024	ADAMSON POLICE PRODUCTS	INV422284	01-42-5254	Uniform - MS	1,030.33
11/24	11/12/2024	39024	ADAMSON POLICE PRODUCTS	INV422394	01-42-5254	Uniform - TJ	163.80
11/24	11/12/2024	39024	ADAMSON POLICE PRODUCTS	INV422870	01-42-5254	Uniform - MS	79.20
11/24	11/12/2024	39024	ADAMSON POLICE PRODUCTS	INV422926	01-42-5254	Uniform - MS	58.39
11/24	11/12/2024	39024	ADAMSON POLICE PRODUCTS	INV422945	01-42-5254	Name Plate - TJ	12.95
Total 39024:							1,344.67
11/24	11/12/2024	39025	Alderman Bernstein LLC	20390	14-44-8503	3rd & Welker - Legal	24.00
Total 39025:							24.00
11/24	11/12/2024	39026	Amazon Capital Services Inc	116D-LQQY-	01-40-5200	Supplies	44.80
11/24	11/12/2024	39026	Amazon Capital Services Inc	19C7-MX3C-	01-42-5216	Motion Device	79.22
11/24	11/12/2024	39026	Amazon Capital Services Inc	1K36-1K1Q-	01-49-5262	Christmas Event	294.82
11/24	11/12/2024	39026	Amazon Capital Services Inc	1MDF-TXQK-	01-47-5210	Operating Supplies	48.99
11/24	11/12/2024	39026	Amazon Capital Services Inc	1NNF-DMTR	01-42-5216	Tread Depth Gauge	6.39
11/24	11/12/2024	39026	Amazon Capital Services Inc	1RJG-J7HP-	01-42-5216	Seat buckle extender	77.97
11/24	11/12/2024	39026	Amazon Capital Services Inc	1XFD-M1H9-	01-40-5700	Benefit Fair	199.00
11/24	11/12/2024	39026	Amazon Capital Services Inc	1XFD-M1H9-	01-40-5200	Supplies	235.91
Total 39026:							987.10
11/24	11/12/2024	39027	BK Tire	42278	01-40-5216	TH Pool Car - tire repair	24.00
Total 39027:							24.00
11/24	11/12/2024	39028	CASELLE	136723	01-40-5399	Fin Software Support - Admin	752.85
11/24	11/12/2024	39028	CASELLE	136723	01-48-5399	Fin Software Support - Court	167.30
11/24	11/12/2024	39028	CASELLE	136723	06-40-5399	Fin Software Support - Sewer	585.55
11/24	11/12/2024	39028	CASELLE	136723	01-49-5399	Fin Software Support - Comm Dev	167.30
Total 39028:							1,673.00
11/24	11/12/2024	39029	CivicPlus	320678	01-49-5560	software upgrades	105.23
Total 39029:							105.23
11/24	11/12/2024	39030	Club Car Wash Operating LLC	RESO 56-R-	01-02-2600	Warranty Funds Reduction (retained \$19,	112,820.12
Total 39030:							112,820.12
11/24	11/12/2024	39031	COLO DEPT OF TRANSPORTATI	1800010255	01-02-2615	FAB0542 - Proj 21657 - SH66/7 Mead PI	21,253.06
Total 39031:							21,253.06
11/24	11/12/2024	39032	CPS HR Consulting	0014657	01-40-5401	HR Consulting - Sept	7,321.95
11/24	11/12/2024	39032	CPS HR Consulting	0014657	06-40-5401	HR Consulting - Sept	364.34

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
11/24	11/12/2024	39032	CPS HR Consulting	0014657	20-40-5401	HR Consulting - Sept	286.21
Total 39032:							7,972.50
11/24	11/12/2024	39033	David Jay Thrower	11012024ME	01-48-5040	Municipal court judge - Oct	1,500.00
Total 39033:							1,500.00
11/24	11/12/2024	39034	Ditesco LLC	2024-454	09-49-8516	Comm Center - Aug	18,894.40
Total 39034:							18,894.40
11/24	11/12/2024	39035	DocuSign, Inc	11110040512	01-40-6610	DocuSign Annual	8,280.00
Total 39035:							8,280.00
11/24	11/12/2024	39036	Dohn Construction, Inc	12815	14-44-5568	#5 - Comm Center	31,567.37
11/24	11/12/2024	39036	Dohn Construction, Inc	12815	14-02-2005	#5 - Comm Center	1,578.37-
11/24	11/12/2024	39036	Dohn Construction, Inc	12815	09-49-8516	#5 - Comm Center	470,132.81
11/24	11/12/2024	39036	Dohn Construction, Inc	12815	09-02-2005	#5 - Comm Center	23,506.64-
Total 39036:							476,615.17
11/24	11/12/2024	39037	Dustin Synn	10312024 - S	01-42-5331	BATTLE North Investigator	40.00
11/24	11/12/2024	39037	Dustin Synn	110124 - SY	01-42-5331	NLEFIA Membership Renewal	50.00
Total 39037:							90.00
11/24	11/12/2024	39038	DYNAMIC DESIGNS PRINTING,	90011	01-49-5262	Clean Up Days	159.00
11/24	11/12/2024	39038	DYNAMIC DESIGNS PRINTING,	90105	01-49-5421	Business Appreciation	229.00
Total 39038:							388.00
11/24	11/12/2024	39039	Essenza Architecture	2206-17	09-49-8516	Comm Ctr	12,841.00
Total 39039:							12,841.00
11/24	11/12/2024	39040	Felsburg Holt & Ullevig	42726	14-44-8503	Proj 120299-04 - 3rd/Welker Design duri	4,543.75
Total 39040:							4,543.75
11/24	11/12/2024	39041	Fox Tuttle Transportation Group	19021-67A	01-45-5405	Mead On-Call - Sept	740.00
11/24	11/12/2024	39041	Fox Tuttle Transportation Group	19021-67C	01-02-2615	CR 9.5 Postle	1,545.00
Total 39041:							2,285.00
11/24	11/12/2024	39042	Front Range Landfill	73824E305	01-49-5262	Acct #5305-356 - Clean Up Days	1,159.05
11/24	11/12/2024	39042	Front Range Landfill	73965E305	01-49-5262	Acct #5305-356 - Clean Up Days	10,276.91
Total 39042:							11,435.96
11/24	11/12/2024	39043	Governmentjobs.com, Inc	INV-44657	01-40-5075	11/2024 - 11/2025 subscription	8,927.44
Total 39043:							8,927.44
11/24	11/12/2024	39044	JVA INCORPORATED	19531	06-40-5405	Wastewater On-Call Eng	413.10

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 39044:							413.10
11/24	11/12/2024	39045	KLEEN-TECH SERVICES CORP	INV391810	01-40-5050	Janitorial Services	715.48
11/24	11/12/2024	39045	KLEEN-TECH SERVICES CORP	INV391810	01-47-5050	Janitorial Services	787.78
11/24	11/12/2024	39045	KLEEN-TECH SERVICES CORP	INV391810	01-42-5050	Janitorial Services	876.03
Total 39045:							2,379.29
11/24	11/12/2024	39046	Landsea Homes of CO LLC	10282024 - 1	99-01-1075	16907 McKay Dr - Refund ovrrpmt. Accou	39.86
11/24	11/12/2024	39046	Landsea Homes of CO LLC	102824 - 185	99-01-1075	16947 McKay - Refund ovrrpmt. Account	61.37
Total 39046:							101.23
11/24	11/12/2024	39047	LeadsOnline LLC	414719	01-42-6610	Renewal 2025	2,304.00
Total 39047:							2,304.00
11/24	11/12/2024	39048	LITTLE THOMPSON WATER DIS	1003301 10/	01-47-5305	1341 WC 34	110.87
11/24	11/12/2024	39048	LITTLE THOMPSON WATER DIS	347002 10/2	04-44-5305	1782 WC 32	35.97
11/24	11/12/2024	39048	LITTLE THOMPSON WATER DIS	607001 10/2	06-47-5305	5423 WC 32	34.39
11/24	11/12/2024	39048	LITTLE THOMPSON WATER DIS	618801 10/2	01-45-5305	150 Main St	50.34
11/24	11/12/2024	39048	LITTLE THOMPSON WATER DIS	619202 10/2	01-45-5305	401 3rd St	34.39
11/24	11/12/2024	39048	LITTLE THOMPSON WATER DIS	619802 10/2	01-45-5305	242 Dillingham	34.53
11/24	11/12/2024	39048	LITTLE THOMPSON WATER DIS	620201 10/2	01-45-5305	2700 WC 34.5	4,389.38
11/24	11/12/2024	39048	LITTLE THOMPSON WATER DIS	621801 10/2	01-45-5305	190 1st St	1,330.30
11/24	11/12/2024	39048	LITTLE THOMPSON WATER DIS	622501 10/2	01-45-5305	365 Welker	50.34
11/24	11/12/2024	39048	LITTLE THOMPSON WATER DIS	624409 10/2	01-42-5305	201 Welker	35.42
11/24	11/12/2024	39048	LITTLE THOMPSON WATER DIS	650402 10/2	01-40-5305	242 Main St	34.39
11/24	11/12/2024	39048	LITTLE THOMPSON WATER DIS	657602 10/2	06-47-5305	4504 E Welker	116.46
11/24	11/12/2024	39048	LITTLE THOMPSON WATER DIS	657701 10/2	01-45-5305	156 Eagle	344.85
11/24	11/12/2024	39048	LITTLE THOMPSON WATER DIS	657801 10/2	01-42-5305	537 Main Police	85.78
11/24	11/12/2024	39048	LITTLE THOMPSON WATER DIS	657901 10/2	01-45-5305	16775 North Creek	651.51
11/24	11/12/2024	39048	LITTLE THOMPSON WATER DIS	658001 10/2	01-45-5305	441 3rd St (6580)	1,805.44
11/24	11/12/2024	39048	LITTLE THOMPSON WATER DIS	658101 10/2	01-45-5305	10 Fairburn	87.66
11/24	11/12/2024	39048	LITTLE THOMPSON WATER DIS	658201 10/2	01-40-5305	441 3rd St	61.84
Total 39048:							9,293.86
11/24	11/12/2024	39049	LONGMONT FLORIST	00965349	01-40-5700	Flowers - MS	100.24
Total 39049:							100.24
11/24	11/12/2024	39050	LONGS PEAK WATER DISTRICT	5200605.01	01-45-5305	Libert Ranch Irrigation - 9/23 - 10/21	1,632.02
Total 39050:							1,632.02
11/24	11/12/2024	39051	MAIN STREET MAT COMPANY	245491	01-40-5210	Mat svcs	69.36
11/24	11/12/2024	39051	MAIN STREET MAT COMPANY	245496	01-47-5210	Mat svcs	109.10
Total 39051:							178.46
11/24	11/12/2024	39052	Marisol Herman	1031204 HE	01-40-5705	employee reimbursements	333.66
11/24	11/12/2024	39052	Marisol Herman	1031204 HE	01-48-5330	employee reimbursements	126.00

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 39052:							459.66
11/24	11/12/2024	39053	Martin Marietta Materials, Inc	44080689	04-44-5250	Asphalt Street Patching	20,141.42
11/24	11/12/2024	39053	Martin Marietta Materials, Inc	44080689	04-02-2005	Asphalt Street Patching - retainage	1,007.07-
Total 39053:							19,134.35
11/24	11/12/2024	39054	MBI-Medicine for Business and In	910680	01-42-5075	Screening - CE	38.52
Total 39054:							38.52
11/24	11/12/2024	39055	Michael Baker International	1222661	04-44-5405	2024 Bridge Inspections	7,576.50
11/24	11/12/2024	39055	Michael Baker International	1222662	04-44-5217	WCR 38 Deck Replacement	6,443.50
Total 39055:							14,020.00
11/24	11/12/2024	39056	Minuteman Press	13323	01-43-5202	PC Name Plates	96.98
11/24	11/12/2024	39056	Minuteman Press	13326	01-43-5202	PC Name Plates	108.00
Total 39056:							204.98
11/24	11/12/2024	39057	MJT Communications	14194	01-40-5401	Computer - Admin	1,160.00
11/24	11/12/2024	39057	MJT Communications	14194	06-40-5401	Computer - Sewer	145.00
11/24	11/12/2024	39057	MJT Communications	14194	20-40-5401	Computer - MURA	145.00
Total 39057:							1,450.00
11/24	11/12/2024	39058	MUSA AUTO CHBUG LLC	6013019/1	01-42-5216	R&M - VIN 73185	1,207.84
11/24	11/12/2024	39058	MUSA AUTO CHBUG LLC	6013285	01-49-5216	Rec Truck Spare Key	456.79
Total 39058:							1,664.63
11/24	11/12/2024	39059	NEXT STEP COMMUNICATION L	13756	01-40-5201	Summit Conf Room - final pmt	2,275.00
Total 39059:							2,275.00
11/24	11/12/2024	39060	Otak, Inc	0001024000	14-44-8536	SH66/CR7 Crossing	1,596.50
Total 39060:							1,596.50
11/24	11/12/2024	39061	Pattlen Enterprises Inc	1941302-00	01-45-5500	Gas Heater/AC	3,167.07
Total 39061:							3,167.07
11/24	11/12/2024	39062	PerkCity Inc	24865	01-49-5349	Wellness Rewards	1,075.00
Total 39062:							1,075.00
11/24	11/12/2024	39063	Professional Management Solutio	84988	01-40-5401	Finance - Admin	5,805.00
11/24	11/12/2024	39063	Professional Management Solutio	84988	06-40-5401	Finance - Sewer	725.63
11/24	11/12/2024	39063	Professional Management Solutio	84988	20-40-5401	Finance - MURA	725.62
Total 39063:							7,256.25
11/24	11/12/2024	39064	RAMEY ENVIRONMENTAL COM	28441	06-47-5396	Raterink - Oct	336.30

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
11/24	11/12/2024	39064	RAMEY ENVIRONMENTAL COM	28467	06-47-5390	Wastewater svcs - Oct	6,065.79
11/24	11/12/2024	39064	RAMEY ENVIRONMENTAL COM	28467	06-47-5390	Facility Manager	204.00
11/24	11/12/2024	39064	RAMEY ENVIRONMENTAL COM	28467	06-47-5391	Lab Services	636.48
11/24	11/12/2024	39064	RAMEY ENVIRONMENTAL COM	28467	06-47-5215	Facility Operator	601.54
Total 39064:							7,844.11
11/24	11/12/2024	39065	Safety and Construction Supply	15807-IN	04-44-5255	Vests x12	329.40
11/24	11/12/2024	39065	Safety and Construction Supply	15807-IN	04-44-5252	Vertical Panel (x100)	2,250.00
11/24	11/12/2024	39065	Safety and Construction Supply	15807-IN	04-44-5255	Altitude 1 Color Fee (x12)	63.69
11/24	11/12/2024	39065	Safety and Construction Supply	15807-IN	04-44-5252	Hi Impact Sheets (200)	912.94
11/24	11/12/2024	39065	Safety and Construction Supply	15807-IN	01-47-5216	Mini Light Bar - IW's truck	145.00
Total 39065:							3,701.03
11/24	11/12/2024	39066	SportsEngine, Inc	INV0193939	01-49-5260	BG Cks - Basketball	69.00
Total 39066:							69.00
11/24	11/12/2024	39067	ST. VRAIN VALLEY SCHOOL DIS	1112	01-49-5260	VB Games	2,800.00
Total 39067:							2,800.00
11/24	11/12/2024	39068	STAPLES ADVANTAGE	7002809326	01-47-5210	Op Supplies/Inspections	40.64
11/24	11/12/2024	39068	STAPLES ADVANTAGE	7002809326	01-40-5210	Supplies	52.47
11/24	11/12/2024	39068	STAPLES ADVANTAGE	7002809326	01-48-5700	Op Supplies - Court Room	23.76
11/24	11/12/2024	39068	STAPLES ADVANTAGE	7002809326	01-40-5210	Op Supplies	24.95
11/24	11/12/2024	39068	STAPLES ADVANTAGE	7002809326	01-42-5210	Op Supplies	6.00
11/24	11/12/2024	39068	STAPLES ADVANTAGE	7002809326	01-40-5200	Office Supplies	74.50
11/24	11/12/2024	39068	STAPLES ADVANTAGE	7002809326	01-48-5700	Op Supplies - court	16.78
11/24	11/12/2024	39068	STAPLES ADVANTAGE	7002809326	01-40-5210	Op Supplies	136.47
11/24	11/12/2024	39068	STAPLES ADVANTAGE	7002809326	01-40-5200	Office Supplies	35.81
11/24	11/12/2024	39068	STAPLES ADVANTAGE	7002809326	01-48-5700	Supplies - court	14.60
11/24	11/12/2024	39068	STAPLES ADVANTAGE	7002809326	01-40-5200	Office Supplies - return	27.42
Total 39068:							398.56
11/24	11/12/2024	39069	TBK BANK	8900802 - 10	01-40-5701	Acct 8900802 - Safe Deposit Box Annl F	30.00
Total 39069:							30.00
11/24	11/12/2024	39070	THE HARTFORD-GROUP BENE	9247096500	01-40-5066	STD / LTD Insurance	195.44
11/24	11/12/2024	39070	THE HARTFORD-GROUP BENE	9247096500	01-41-5066	STD / LTD Insurance	10.43
11/24	11/12/2024	39070	THE HARTFORD-GROUP BENE	9247096500	01-42-5066	STD / LTD Insurance	365.57
11/24	11/12/2024	39070	THE HARTFORD-GROUP BENE	9247096500	01-43-5066	STD / LTD Insurance	240.60
11/24	11/12/2024	39070	THE HARTFORD-GROUP BENE	9247096500	04-44-5066	STD / LTD Insurance	260.55
11/24	11/12/2024	39070	THE HARTFORD-GROUP BENE	9247096500	01-45-5066	STD / LTD Insurance	234.27
11/24	11/12/2024	39070	THE HARTFORD-GROUP BENE	9247096500	01-47-5066	STD / LTD Insurance	224.77
11/24	11/12/2024	39070	THE HARTFORD-GROUP BENE	9247096500	01-48-5066	STD / LTD Insurance	32.63
11/24	11/12/2024	39070	THE HARTFORD-GROUP BENE	9247096500	01-49-5066	STD / LTD Insurance	166.34
11/24	11/12/2024	39070	THE HARTFORD-GROUP BENE	9247096500	06-40-5066	STD / LTD Insurance	112.26
11/24	11/12/2024	39070	THE HARTFORD-GROUP BENE	9247096500	20-40-5066	STD / LTD Insurance	113.03
Total 39070:							1,955.89
11/24	11/12/2024	39071	TOWN OF MEAD	18.02 - 11/1/2	01-40-5305	242 Dillingham Ave	49.82

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
11/24	11/12/2024	39071	TOWN OF MEAD	31.11 - 11/1/2	01-42-5305	201 Welker Sewer	45.28
11/24	11/12/2024	39071	TOWN OF MEAD	338.01 - 11/1/	01-40-5305	Town Hall Sewer	59.77
11/24	11/12/2024	39071	TOWN OF MEAD	453.01 - 11/1/	01-42-5305	PD Sewer (535 Main St)	136.15
11/24	11/12/2024	39071	TOWN OF MEAD	478.02 - 11/1/	01-40-5305	242 Main St	49.82
11/24	11/12/2024	39071	TOWN OF MEAD	566.02 - 11/1/	01-45-5305	Bean Plant Sewer (401 Third St)	49.82
11/24	11/12/2024	39071	TOWN OF MEAD	630.04 - 11/1/	01-40-5305	505 3rd St Sewer	49.82
Total 39071:							440.48
11/24	11/12/2024	39072	Tradesman Elevator	11944	01-40-5215	Elev Main - Aug	185.66
11/24	11/12/2024	39072	Tradesman Elevator	11967	01-40-5215	Elevator Maint - Sept 5 yr test	523.16
11/24	11/12/2024	39072	Tradesman Elevator	12049	01-40-5215	Elevator Maint - Oct	185.66
Total 39072:							894.48
11/24	11/12/2024	39073	Trainwreck Tees LLC	1010238	01-40-5700	Holiday Gift	2,610.00
Total 39073:							2,610.00
11/24	11/12/2024	39074	TRIDENT SECURITY SYSTEMS	43255	01-47-5399	Alarm Monitoring - PW	105.00
Total 39074:							105.00
11/24	11/12/2024	39075	UBEO Business Services	4648006	01-43-5202	Format Printer Ink	614.58
Total 39075:							614.58
11/24	11/12/2024	39076	University Auto Parts, Inc	328859	04-44-5216	PW 04	26.94
11/24	11/12/2024	39076	University Auto Parts, Inc	329353	01-47-5253	E01 - DKs Truck	141.10
Total 39076:							168.04
11/24	11/12/2024	39077	Voiance Language Services LLC	2024076944	01-42-5343	Interpretation Svs - Oct	24.15
11/24	11/12/2024	39077	Voiance Language Services LLC	SLA0820249	01-42-5343	Credit - Service Level Adj - Aug 2024	8.28
Total 39077:							15.87
11/24	11/12/2024	39078	WELD COUNTY CHIEFS OF POL	0001	01-42-6610	WCCPA Associate Membership (2025)	350.00
Total 39078:							350.00
11/24	11/12/2024	39079	Wilson & Company Inc	130463	01-02-2615	1601 - CR 38 Interchg (336)	23,445.74
11/24	11/12/2024	39079	Wilson & Company Inc	130464	04-44-5405	Sekich Business Park	9,755.00
11/24	11/12/2024	39079	Wilson & Company Inc	130465	14-44-9110	WCR 7 Improvements	20,050.08
11/24	11/12/2024	39079	Wilson & Company Inc	130951	14-44-8506	SRTS - 3rd St Trail	22,610.83
Total 39079:							75,861.65
11/24	11/12/2024	39080	WSB LLC	2-303562-00	14-44-8533	WCR 34 Bridge Design	12,101.50
Total 39080:							12,101.50
11/24	11/12/2024	39082	UNITED POWER, INC.	25150	04-44-5215	Repair Damage - Rosemary Ln/Ginger A	5,213.64
11/24	11/12/2024	39082	UNITED POWER, INC.	57263	04-44-5215	Damage repair - Foster Ridge Dr Street	5,036.57

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 39082:							10,250.21
11/24	11/05/2024	110524100	THE HARTFORD-GROUP BENE	9247063047	01-01-1301	Ck 38793 not deposited by Hartford	2,321.28
Total 110524100:							2,321.28
11/24	11/05/2024	110524101	Xpress Bill Pay	INV-XPR017	06-40-5701	Credit Card Trans	613.66
11/24	11/05/2024	110524101	Xpress Bill Pay	INV-XPR017	01-40-5701	Credit Card Trans	153.41
11/24	11/05/2024	110524101	Xpress Bill Pay	INV-XPR017	06-11-4160	NSF - Credit Card Trans	91.00
Total 110524101:							858.07
11/24	11/06/2024	110624100	TDS	0006545 10/	01-40-5325	Internet	460.30
11/24	11/06/2024	110624100	TDS	0014762 10/	01-42-5325	Internet	132.45
Total 110624100:							592.75
11/24	11/06/2024	110624101	TRACTOR SUPPLY CREDIT PLA	1350 10/31/2	01-47-5210	433002 - supplies	12.99
11/24	11/06/2024	110624101	TRACTOR SUPPLY CREDIT PLA	1350 10/31/2	01-45-5254	433002 - playground	29.99
11/24	11/06/2024	110624101	TRACTOR SUPPLY CREDIT PLA	1350 10/31/2	04-44-5216	334198 - R&M	23.92
11/24	11/06/2024	110624101	TRACTOR SUPPLY CREDIT PLA	1350 10/31/2	01-45-5215	334198 - R&M	49.99
11/24	11/06/2024	110624101	TRACTOR SUPPLY CREDIT PLA	1350 10/31/2	01-47-5700	Tax Charged- case#5202431100240	2.54
Total 110624101:							119.43
11/24	11/06/2024	110624102	XCEL ENERGY	899569144	01-42-5305	537 4th St - acct 53-2929790-5	113.28
Total 110624102:							113.28
11/24	11/07/2024	110724100	All Copy Products Inc	540476165	01-47-5315	Copier Lease	78.23
11/24	11/07/2024	110724100	All Copy Products Inc	540533742	01-40-5315	Copier Lease	96.41
Total 110724100:							174.64
11/24	11/07/2024	110724101	CEBT	INV 0070737	01-02-2310	Health Insurance	39,969.09
11/24	11/07/2024	110724101	CEBT	INV 0070737	06-02-2310	Health Insurance	2,088.68
11/24	11/07/2024	110724101	CEBT	INV 0070737	20-02-2310	Health Insurance	2,550.24
11/24	11/07/2024	110724101	CEBT	INV 0070737	04-02-2310	Health Insurance	6,454.29
Total 110724101:							51,062.30
11/24	11/07/2024	110724102	Fusion Cloud Company	9975547	01-40-5300	Phone Bill	283.49
Total 110724102:							283.49
11/24	11/12/2024	111224100	HOME DEPOT CREDIT SERVIC	2769 10/01/2	01-45-5254	9014075 - tools	52.94
11/24	11/12/2024	111224100	HOME DEPOT CREDIT SERVIC	2769 10/01/2	01-47-5210	9014075 - supplies	29.98
11/24	11/12/2024	111224100	HOME DEPOT CREDIT SERVIC	2769 10/01/2	01-45-5215	6142551 - tools	53.22
11/24	11/12/2024	111224100	HOME DEPOT CREDIT SERVIC	2769 10/01/2	01-47-5210	6142551 - supplies	25.87
Total 111224100:							162.01
Grand Totals:							968,426.56

Summary by General Ledger Account Number

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
01-01-1301	2,321.28	.00	2,321.28
01-02-2000	35.70	286,831.91-	286,796.21-
01-02-2310	39,969.09	.00	39,969.09
01-02-2600	112,820.12	.00	112,820.12
01-02-2615	46,243.80	.00	46,243.80
01-40-5050	715.48	.00	715.48
01-40-5066	195.44	.00	195.44
01-40-5075	8,927.44	.00	8,927.44
01-40-5200	391.02	27.42-	363.60
01-40-5201	2,275.00	.00	2,275.00
01-40-5210	283.25	.00	283.25
01-40-5215	894.48	.00	894.48
01-40-5216	24.00	.00	24.00
01-40-5300	283.49	.00	283.49
01-40-5305	305.46	.00	305.46
01-40-5315	96.41	.00	96.41
01-40-5325	460.30	.00	460.30
01-40-5399	752.85	.00	752.85
01-40-5401	14,286.95	.00	14,286.95
01-40-5700	2,909.24	.00	2,909.24
01-40-5701	183.41	.00	183.41
01-40-5705	333.66	.00	333.66
01-40-6610	8,280.00	.00	8,280.00
01-41-5066	10.43	.00	10.43
01-42-5050	876.03	.00	876.03
01-42-5066	365.57	.00	365.57
01-42-5075	38.52	.00	38.52
01-42-5210	6.00	.00	6.00
01-42-5216	1,371.42	.00	1,371.42
01-42-5254	1,344.67	.00	1,344.67
01-42-5305	415.91	.00	415.91
01-42-5325	132.45	.00	132.45
01-42-5331	90.00	.00	90.00
01-42-5343	24.15	8.28-	15.87
01-42-6610	2,654.00	.00	2,654.00
01-43-5066	240.60	.00	240.60
01-43-5202	819.56	.00	819.56
01-45-5066	234.27	.00	234.27
01-45-5215	103.21	.00	103.21
01-45-5254	82.93	.00	82.93
01-45-5305	10,460.58	.00	10,460.58
01-45-5405	740.00	.00	740.00
01-45-5500	3,167.07	.00	3,167.07
01-47-5050	787.78	.00	787.78
01-47-5066	224.77	.00	224.77
01-47-5210	267.57	.00	267.57
01-47-5216	145.00	.00	145.00
01-47-5253	141.10	.00	141.10
01-47-5305	110.87	.00	110.87
01-47-5315	78.23	.00	78.23
01-47-5399	105.00	.00	105.00
01-47-5700	2.54	.00	2.54
01-48-5040	1,500.00	.00	1,500.00
01-48-5066	32.63	.00	32.63
01-48-5330	126.00	.00	126.00
01-48-5399	167.30	.00	167.30

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
01-48-5700	55.14	.00	55.14
01-49-5066	166.34	.00	166.34
01-49-5216	456.79	.00	456.79
01-49-5260	2,869.00	.00	2,869.00
01-49-5262	11,889.78	.00	11,889.78
01-49-5349	1,075.00	.00	1,075.00
01-49-5399	167.30	.00	167.30
01-49-5421	229.00	.00	229.00
01-49-5560	105.23	.00	105.23
04-02-2000	2,679.72	97,977.33-	95,297.61-
04-02-2005	.00	2,679.72-	2,679.72-
04-02-2310	6,454.29	.00	6,454.29
04-44-5066	260.55	.00	260.55
04-44-5215	10,250.21	.00	10,250.21
04-44-5216	50.86	.00	50.86
04-44-5217	6,443.50	.00	6,443.50
04-44-5250	20,141.42	.00	20,141.42
04-44-5252	3,162.94	.00	3,162.94
04-44-5255	393.09	.00	393.09
04-44-5305	35.97	.00	35.97
04-44-5365	33,453.00	.00	33,453.00
04-44-5405	17,331.50	.00	17,331.50
06-02-2000	.00	13,134.18-	13,134.18-
06-02-2310	2,088.68	.00	2,088.68
06-11-4160	91.00	.00	91.00
06-40-5066	112.26	.00	112.26
06-40-5399	585.55	.00	585.55
06-40-5401	1,234.97	.00	1,234.97
06-40-5405	413.10	.00	413.10
06-40-5701	613.66	.00	613.66
06-47-5215	601.54	.00	601.54
06-47-5305	150.85	.00	150.85
06-47-5390	6,269.79	.00	6,269.79
06-47-5391	636.48	.00	636.48
06-47-5396	336.30	.00	336.30
09-02-2000	23,506.64	501,868.21-	478,361.57-
09-02-2005	.00	23,506.64-	23,506.64-
09-49-8516	501,868.21	.00	501,868.21
14-02-2000	1,578.37	92,494.03-	90,915.66-
14-02-2005	.00	1,578.37-	1,578.37-
14-44-5568	31,567.37	.00	31,567.37
14-44-8503	4,567.75	.00	4,567.75
14-44-8506	22,610.83	.00	22,610.83
14-44-8533	12,101.50	.00	12,101.50
14-44-8536	1,596.50	.00	1,596.50
14-44-9110	20,050.08	.00	20,050.08
20-02-2000	.00	3,820.10-	3,820.10-
20-02-2310	2,550.24	.00	2,550.24
20-40-5066	113.03	.00	113.03
20-40-5401	1,156.83	.00	1,156.83
99-01-1075	101.23	.00	101.23
99-02-2000	.00	101.23-	101.23-
Grand Totals:	1,024,027.42	1,024,027.42-	.00

Report Criteria:
Report type: GL detail



Agenda Item Summary

MEETING DATE: November 12, 2024

SUBJECT: **Resolution No. 85-R-2024** - A Resolution of the Town of Mead, Colorado, Approving an Intergovernmental Agreement Between the Town of Mead and the Department of Homeland Security, Immigration & Customs Enforcement, Homeland Security Investigations Denver Regarding the Reimbursement of Expenses in Joint Operations

PRESENTED BY: Brent Newbanks, Chief of Police

SUMMARY

The Town of Mead (the “Town”) previously entered into a memorandum of understanding with the U.S. Immigration and Customs Enforcement (“ICE”) Homeland Security Investigations (“HSI”) to designate certain employees of the Mead Police Department (“Department”) as Customs Officers (the “MOU”). The MOU allows the Town to access HSI support for joint operations, including for the Department’s internet crimes against children investigations.

The Treasury Forfeiture Fund Act of 1992 and 31 U.S.C. § 9703 provide for the reimbursement of certain expenses of state and local law enforcement agencies (“LEAs”) incurred as participants in joint operations with federal LEAs participating in the Treasury Forfeiture Fund (“TFF”). The Mead Police Department desires to enter into an intergovernmental agreement with the Department of Homeland Security, Immigration & Customs Enforcement, HSI Denver (“TFF Agency”) for the purpose of receiving reimbursable costs related to overtime incurred by the Department in providing resources to joint operations with the TFF Agency.

Resolution No. 85-R-2024 (the “Resolution”): (a) approves the Agreement; (b) authorizes the Town Attorney in cooperation with the Town Manager and the Department Chief of Police to make non-material changes to the Agreement; (c) authorizes the Town Manager and the Department Chief of Police to execute the Agreement on behalf of the Town when in final form; and (d) authorizes the Town Manager to execute any other documentation necessary to fulfill the purposes of the Agreement.

FINANCIAL CONSIDERATIONS

This Agreement will allow for the Department to receive up to \$15,000.00 in reimbursements per year for overtime expenses incurred by the Department in joint operations with the TFF Agency, including for the Department’s internet crimes against children investigations. Reimbursements may be made to the extent they are included in the TFF Agency’s Fiscal Year Financial Plan, and the funds are available within the TFF to satisfy the requests for reimbursement.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends approval of the Resolution. A motion to approve the November 12, 2024 consent agenda will approve the Resolution (approving the Agreement). If the Board decides to remove this item from the consent agenda for questions or discussion, staff recommends the following motion:

Suggested Motion:

“I move to approve Resolution No. 85-R-2024, A Resolution of the Town of Mead, Colorado, Approving an Intergovernmental Agreement Between the Town of Mead and the Department of Homeland Security, Immigration & Customs Enforcement, Homeland Security Investigations Denver Regarding the Reimbursement of Expenses in Joint Operations.”

ATTACHMENTS

Resolution No. 85-R-2024

Exhibit 1 - Resolution (Intergovernmental Agreement Between the Town of Mead and U.S. Immigration and Customs Enforcement Homeland Security Investigations Denver for the Reimbursement of Expenses in Joint Operations)

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 85-R-2024**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MEAD
AND THE DEPARTMENT OF HOMELAND SECURITY, IMMIGRATION &
CUSTOMS ENFORCEMENT, HOMELAND SECURITY INVESTIGATIONS
DENVER REGARDING THE REIMBURSEMENT OF EXPENSES IN JOINT
OPERATIONS**

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

WHEREAS, the Town previously entered into that certain memorandum of understanding with the U.S. Immigration and Customs Enforcement (“ICE”) Homeland Security Investigations (“HSI”) to designate certain employees of the Mead Police Department (“Department”) as Customs Officers and to allow the Town to access HSI support for joint operations; and

WHEREAS, 31 U.S.C. § 9703 and the Treasury Forfeiture Fund Act of 1992 provide for the reimbursement of certain expenses of state and local law enforcement agencies (“LEAs”) incurred as participants in joint operations with federal LEAs participating in the Treasury Forfeiture Fund (“TFF”); and

WHEREAS, the Town desires to enter into an intergovernmental agreement with the Department of Homeland Security, Immigration & Customs Enforcement, Homeland Security Investigations Denver (“TFF Agency”) for the purpose of receiving reimbursable costs incurred by the Department in providing resources to joint operations (the “Agreement”); and

WHEREAS, the Agreement establishes the procedures and responsibilities of both the Town and the TFF Agency for the reimbursement of certain overtime and other expenses related to joint operations pursuant to 31 U.S.C. § 9703; and

WHEREAS, the Board of Trustees desires to approve the Agreement, attached to this Resolution as **Exhibit 1** and incorporated herein by reference, and to delegate authority to the Town Manager or the Department Chief of Police to execute the Agreement on behalf of the Town once in final form; and

WHEREAS, the Board of Trustees further desires to authorize the Town Manager to execute any other documentation necessary to fulfill the purposes of the Agreement.

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

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

Section 2. The Board of Trustees hereby: (a) approves the Agreement in substantially the form attached to this Resolution as **Exhibit 1**; (b) authorizes the Town Attorney in cooperation with the Town Manager and the Department Chief of Police to make non-material changes to the Agreement; (c)

authorizes the Town Manager or the Department Chief of Police to execute the Agreement on behalf of the Town when in final form; and (d) authorizes the Town Manager to execute any other documentation necessary to fulfill the purposes of the Agreement.

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

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 12TH DAY OF NOVEMBER, 2024.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

EXHIBIT 1
INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MEAD AND U.S.
IMMIGRATION AND CUSTOMS ENFORCEMENT HOMELAND SECURITY
INVESTIGATIONS DENVER FOR THE REIMBURSEMENT OF EXPENSES IN JOINT
OPERATIONS

[See Attached]

**AGREEMENT BETWEEN FEDERAL LAW ENFORCEMENT AGENCY
PARTICIPATING IN THE TREASURY FORFEITURE FUND AND
STATE OR LOCAL LAW ENFORCEMENT AGENCY
FOR THE REIMBURSEMENT OF EXPENSES IN JOINT OPERATIONS**

This agreement is entered into by the Town of Mead for the Mead Police Department (hereinafter referred to as “State/Local LEA”) and the Department of Homeland Security, Immigration & Customs Enforcement, Homeland Security Investigations Denver, a participant in the Treasury Forfeiture Fund (TFF), (hereinafter referred to as “TFF Agency”) for the purpose of receiving reimbursable costs incurred by the State/Local LEA in providing resources to joint operations.

Reimbursements may be made to the extent they are included in the TFF Agency’s Fiscal Year Financial Plan, and the funds are available within the TFF to satisfy the requests for reimbursement.

I. EXECUTION AND TERMINATION OF THIS AGREEMENT

This agreement is effective on the date it is signed by both parties to this agreement and terminates when explicitly terminated by either the TFF Agency or the State/Local LEA.

II. AUTHORITY

This agreement is established pursuant to the provisions of 31 U.S.C. 9703 and the Treasury Forfeiture Fund Act of 1992 which provide for the reimbursement of certain expenses of state and local law enforcement agencies (LEAs) incurred as participants in joint operations with federal LEAs participating in the TFF.

III. PURPOSE OF THIS AGREEMENT

This agreement establishes the procedures and responsibilities of both the State/Local LEA and the TFF Agency for the reimbursement of certain overtime and other expenses pursuant to 31 U.S.C. § 9703.

IV. NAME OF TASK FORCE (if applicable)

The name of this task force is: Mead .

The projected dates of operation are: 11/12/2024 to until canceled.

V. CONDITIONS AND PROCEDURES

A. Compliance with Federal Statutes and Regulations

Compliance with 31 U.S.C. § 9703, the Treasury Forfeiture Fund Act of 1992 and TEOAF Directive 18, "Policy for Reimbursements to State and Local Law Enforcement Agencies Involved in Joint Operations with Federal Agencies Participating in the Treasury Forfeiture Fund," is a requirement for this agreement.

B. Assignment of State/Local LEA Officers

1. To the maximum extent possible, the State/Local LEA shall assign dedicated officers to the joint operation.
2. Within 10 days of the effective date of this agreement, the State/Local LEA shall provide the TFF Agency with the following information for each officer assigned to the joint operation:
 - a. Name;
 - b. Title, grade, or rank;
 - c. Badge or ID number; and
 - d. Hourly overtime wage rate.

C. Requests for Reimbursement of Joint Operation Expenses

1. The State/Local LEA may request reimbursement for payment of overtime expenses directly related to work performed by its officers assigned as members of a joint operation with the TFF Agency for the purpose of conducting official investigations. The State/Local LEA may also request reimbursement of other non-overtime expenses directly related to the joint operation.
2. Within 10 days of the effective date of this agreement, the State/Local LEA shall provide the TFF Agency with the following information for the designated point of contact:
 - a. Name;
 - b. Title;
 - c. Telephone number; and
 - d. Email address.
3. Requests for reimbursement for the payment of overtime and non-overtime expenses to the State/Local LEA must be submitted on the agency's letterhead or the TEOAF form, *State or Local Law Enforcement Agency Request for Reimbursement of Joint Operations Expenses* (also referred to as the "Request for Reimbursement Form"), along with copies of supporting documents (i.e., payroll records, receipts, invoices, etc.). If

on agency letterhead, the request must contain the same information contained in the Request for Reimbursement Form.

(See Attachment C of TEOAF Directive 18, "Policy for Reimbursements to State and Local Law Enforcement Agencies Involved in Joint Operations with Federal Agencies Participating in the Treasury Forfeiture Fund," for a copy of the Request for Reimbursement Form.)

4. An authorized representative of the State/Local LEA must sign and certify that the request is for overtime and/or other non-overtime expenses incurred by the agency for participation with the joint operation under this agreement. The State/Local LEA shall also certify that the request has not been made to any other federal LEA that may also be participating with the joint operation.
5. The State/Local LEA acknowledges that the agency remains fully responsible for its obligations as the employer of the officers assigned to the joint operation and is responsible for the payment of overtime earnings, withholdings, insurance coverage, and all other requirements by law, regulation, ordinance, or contract regardless of the reimbursable overtime charges incurred.
6. The State/Local LEA shall submit all Request for Reimbursement Forms, together with the required supporting documentation, to the TFF Agency, Attention: Mindy Nuse, SLOT Coordinatr , 4645 W. 18th Street Suite 500 Greeley, CO 80634 970-697-4008 , mindy.d.nuse@hsi.dhs.gov .
7. All requests for reimbursement of costs incurred by the State/Local LEA must be approved and certified by the TFF Agency. The TFF Agency shall countersign the Request for Reimbursement Forms.
8. The maximum reimbursement for overtime worked on behalf of the joint operation under this agreement is set at \$15,000 per officer per fiscal year.

D. Program Audit

This agreement and its procedures are subject to audit by the Treasury Executive Office for Asset Forfeiture (TEOAF), the TFF Agency, the Department of the Treasury Office of Inspector General, the General Accounting Office, and any other government-designated auditing organization. The State/Local LEA agrees to permit such audits and agrees to maintain all records relating to these transactions for a period of not less than three years; and in the event of an on-going audit, until the audit is completed.

These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts or expenditures relating to this agreement; as well as the interview of any and all personnel involved in these transactions.

E. Revisions

The terms of this agreement may be amended upon the written approval of both the State/Local LEA and the TFF Agency. The revision becomes effective upon the date of approval.

F. No Private Right Created

This is an agreement between a federal LEA and a state or local LEA and is not intended to confer any right or benefit to any private person or party.

Helen Migchelbrink, Town Manager

Town of Mead, Colorado

Date: _____

[Name & Title]

[Name of TFF Agency/District Office]

Date: _____

Brent Newbanks, Chief of Police

Mead Police Department

Date: _____

[Name & Title]

[Name of TFF Agency Headquarters]

Date: _____



Agenda Item Summary

MEETING DATE: November 12, 2024

SUBJECT: **Ordinance No. 1070** - An Ordinance of the Town of Mead, Colorado, Approving a Deed Conveying and Dedicating Land to the Town for Public Right-of-Way and Accepting the Dedication of the Public Right-of-Way to be Held by the Town in Trust for Public Use (A Portion of the Property Located at 201 Welker Avenue, Mead, Colorado)

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

THROUGH: Marcus McAskin, Town Attorney

SUMMARY

Ordinance No.1070 (“Ordinance”) approves the conveyance of land to the Town, and the acceptance thereof by the Town, for public-right-of-way.

The Town is the owner of the real property commonly known as 201 Welker Ave., Mead, Colorado (“Town Property”). The Town owns the Town Property in its corporate proprietary capacity (*i.e.*, the Town Property is not held by the Town in trust for the public for a public or governmental purpose, such as a public park). A portion of the Town Property abutting Welker Avenue is needed for public right-of-way (the “ROW Land”) for the 3rd & Welker Intersection Improvements Project. The Deed that is attached to the Ordinance as **Exhibit 1** operates to convey the ROW Land to the Town to be held by the Town in trust for the public as a public right-of-way.

FINANCIAL CONSIDERATIONS

None.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends approval of the Ordinance. A motion to approve the November 12, 2024, consent agenda will approve the Ordinance. If the Board decides to remove this item from the consent agenda for questions or additional discussion, staff recommends the following motion:

Suggested Motion:

“I move to approve Ordinance No. 1070 - An Ordinance of the Town of Mead, Colorado, Approving a Deed Conveying and Dedicating Land to the Town for Public Right-of-Way and Accepting the Dedication of the Public Right-of-Way to be Held by the Town in Trust for Public Use (A Portion of the Property Located at 201 Welker Avenue, Mead, Colorado).”

ATTACHMENTS

Ordinance No. 1070

Exhibit 1 - Deed (Conveyance and Dedication for Public Right-of-Way)

**TOWN OF MEAD, COLORADO
ORDINANCE NO. 1070**

**AN ORDINANCE OF THE TOWN OF MEAD, COLORADO, APPROVING A DEED
CONVEYING AND DEDICATING LAND TO THE TOWN FOR PUBLIC RIGHT-OF-WAY
AND ACCEPTING THE DEDICATION OF THE PUBLIC RIGHT-OF-WAY TO BE HELD BY
THE TOWN IN TRUST FOR PUBLIC USE
[A PORTION OF THE PROPERTY LOCATED AT 201 WELKER AVENUE, MEAD,
COLORADO]**

WHEREAS, the Town of Mead (“Town”) has the power and is authorized pursuant to C.R.S. § 31-15-101(1)(d) to acquire, hold, lease, and dispose of property, both real and personal, and per C.R.S. § 31-15-101(2) the Town has the power to exercise such incidental and implied powers as may be necessary, convenient, or useful to carry out the proper management of Town property; and

WHEREAS, C.R.S. § 31-15-713 grants the Town’s Board of Trustees (“Board”) the power to sell and dispose of, by ordinance, real estate that is owned by the Town and that is not held or used for park or governmental purposes, upon such terms and conditions as the Board determines at a regular meeting; and

WHEREAS, C.R.S. § 38-30-141 provides that the Board may convey real estate owned by the Town by a deed that is signed and acknowledged by the Town’s Mayor, attested by the Town Clerk and by the official seal of the Town, when the Mayor and Town Clerk are authorized to do so by ordinance; and

WHEREAS, the Town, in its corporate proprietary capacity, owns certain real property legally described as:

Lot Twenty-One (21) and Twenty-Three (23), Block Three (3), Town of Mead,
County of Weld, State of Colorado

and commonly known as 201 Welker Avenue, Mead, Colorado (“Town Property”); and

WHEREAS, the Town Property was conveyed to the Town by that certain Special Warranty Deed recorded on June 23, 2021, at Reception No. 4728706 in the Weld County real property records (“County Records”); and

WHEREAS, the Board finds and determines the Town Property is not held by the Town for park or governmental purposes; and

WHEREAS, the Board desires to quitclaim, dedicate, and convey, in fee simple ownership, the ROW Land (described in the Deed attached hereto as **Exhibit 1**), which is a part of the Town Property, to the Town to be held in trust for public use as public right-of-way; and

WHEREAS, the Board further desires to accept fee title to the ROW Land in trust for the public as public right-of-way; and

WHEREAS, the Board has determined it is in the best interest of the Town and its residents that the Town convey the ROW Land to the Town to be held in trust for the public as public right-of-way; and

WHEREAS, the Board desires to authorize the Mayor and Town Clerk to execute the Deed to convey the ROW Land to the Town in its governmental capacity; and

WHEREAS, the Board further desires to authorize the Mayor and Town Clerk to execute the Deed to accept the fee title to the ROW Land in trust for the public as public right-of-way.

THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Mead, Colorado as follows:

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

Section 2. The Board of Trustees hereby: (a) authorizes the conveyance of the ROW Land described in the Deed attached to this Ordinance as **Exhibit 1**; (b) authorizes the Mayor and Town Clerk to execute the Deed on behalf of the Town as Grantor of the ROW Land, and for the Town Clerk to affix the Town's official seal to the Deed; and (c) authorizes the Mayor and the Town Clerk to execute the acceptance signature block set forth on the Deed, memorializing the Town's acceptance of the ROW Land to be held in trust for the public as public right-of-way. The Mayor, Mayor Pro Tem, and Town Manager are hereby authorized to execute any other documents necessary to finalize the conveyance of the ROW Land to the Town following the review and approval of such documents as to form by the Town Attorney.

Section 3. Following execution of the Deed by the Mayor and Town Clerk as specifically authorized by this Ordinance, the Town Clerk shall record the fully executed Deed in the County Records.

Section 4. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining issues of this Ordinance.

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

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

INTRODUCED, READ, PASSED AND ADOPTED THIS 12TH DAY OF NOVEMBER, 2024.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

Exhibit 1
Deed
(Conveyance and Dedication for Public Right-of-Way)

[See Attached]

Following recordation, return to:

Mary E. Strutt, Town Clerk, Town of Mead
441 Third Street
P.O. Box 626
Mead, CO 80542

EXEMPT FROM DOCUMENTARY FEE PER C.R.S. § 39-13-104(1)(a)

DEED

[Conveyance and Dedication for Public Right-of-Way]

WHEREAS, on or about June 17, 2021, the Town of Mead, Colorado, a Colorado municipal corporation, purchased a parcel of land described as Lots 21 and 23, Block 3, Town of Mead, County of Weld, State of Colorado (the "Parcel"), as evidenced by the special warranty deed recorded on June 23, 2021, at Reception No. 4728706 in the office of the Clerk and Recorder for Weld County, Colorado; and

WHEREAS, the Parcel is commonly known as 201 WELKER AVENUE, MEAD, CO 80542; and

WHEREAS, the Town of Mead desires to quitclaim, dedicate, and convey, in fee simple ownership, the ROW Land (defined below), which is a part of the Parcel, to the public for use as public right of way; and

WHEREAS, the Town of Mead shall hold fee title to the ROW Land in trust for the public as public right-of-way; and

WHEREAS, it is the intent of the Town of Mead to create separate fee interests in the Parcel and the ROW Land, both to be held by the Town, with the ROW Land to be held by the Town in its governmental capacity and the remaining Parcel land to be held by the Town in its corporate proprietary capacity; and

WHEREAS, in the event a court of competent jurisdiction holds that separate fee interests in the ROW Land and the Parcel are not created by this Deed, it is the intent of the Town of Mead that the doctrine of merger does not apply to the Town's interests in the ROW Land and the Parcel; and

WHEREAS, future conveyance of the Parcel land shall except therefrom the ROW Land.

NOW, THEREFORE, the TOWN OF MEAD, COLORADO, a Colorado municipal corporation, acting in its corporate proprietary capacity as fee owner of the Parcel, hereby sells and quitclaims to the TOWN OF MEAD, a Colorado municipal corporation, whose street address is 441 Third Street, Mead, Colorado 80542, in its governmental capacity, the ROW Land described with particularity in **Exhibit "A"** attached hereto, with all its appurtenances, and dedicates the ROW Land to the public for use as public right-of-way.

IN WITNESS WHEREOF, this Deed was executed on the date(s) set forth below.

{Signature page follows.}

GRANTOR:

TOWN OF MEAD, a Colorado municipal corporation

Colleen G. Whitlow, Mayor, Town of Mead
Per Ordinance No.1070

ATTEST:

[TOWN SEAL]

Mary E. Strutt, MMC, Town Clerk

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this _____ day of _____ 2024, by Colleen G. Whitlow, as Mayor, and Mary E. Strutt, as Town Clerk, of the Town of Mead, Colorado, a Colorado municipal corporation.

Witness my hand and official seal:

[SEAL]

Notary Public

My commission expires: _____.

ACCEPTANCE OF DEDICATION:

TOWN OF MEAD, a Colorado municipal corporation

Colleen G. Whitlow, Mayor, Town of Mead
Per Ordinance No.1070

Date of signature: _____, 2024

ATTEST:

Mary E. Strutt, MMC, Town Clerk

Exhibit “A”
Legal description of ROW Land
(attached, two (2) pages)

EXHIBIT "A"

201 WELKER AVE. MEAD, CO 80542 SHEET 1 OF 2

LAND DESCRIPTION

A tract or parcel of land of the Town of Mead, State of Colorado, containing 2,800 sq. ft. (0.064 acres), more or less, in Section 10, Township 3 North, Range 68 West, of the 6th Principal Meridian, in Weld County, Colorado, also lying within a portion of Lot 23, Block 3, Original Town of Mead and a parcel of land recorded at Reception No. 4728706, Weld County Records. Said tract or parcel being more particularly described as follows:

Beginning at a point on the north Right-of-Way line of Welker Ave. – CR 34 (R.O.W. Varies), also being the Southwest Corner of said Lot 23, whence the Southwest Corner of said Section 10 bears S. 76° 47' 46" W, a distance of 194.78 feet, said point also being the POINT OF BEGINNING;

1. Thence along the west line of said Lot 23 N. 00° 28' 03" W., a distance of 20.00 feet;
2. Thence departing said west line N. 88° 38' 49" E., a distance of 140.00 feet to the east line of said Lot 23, also being the west Right-of-Way line of Second Street (80' R.O.W.);
3. Thence along said east line S. 00° 28' 03" E., a distance of 20.00 feet to said north Right-of-Way line of Welker Ave. (R.O.W. Varies), also being the Southeast Corner of said Lot 23;
4. Thence along said north Right-of-Way line, also being the south line of said Lot 23, S. 88° 38' 49" West, a distance of 140 feet to the POINT OF BEGINNING.

The above-described tract or parcel contains 2,800 sq. ft. (0.064 acres), more or less.

Basis of Bearings: All bearings are based on a line between the Southwest Corner of said Section 10, Township 3 North, Range 68 West, of the 6th P.M. (Fnd. 3-1/4" Aluminum Cap in Monument Box stamped "PLS 38348, 2019") and the South One-Quarter Corner of said Section 10, Township 3 North, Range 68 West, of the 6th P.M. (Fnd. 2-1/2" Aluminum Cap in Monument Box stamped "LS 24667, 1996") having a bearing of N. 88° 38' 49" E.

For and on behalf of:

The Town of Mead and 105 West, Incorporated
Richard D. Muntean, PLS 38189
4201 E. Yale Ave., Ste. 230
Denver, Co 80222



THIS EXHIBIT IS A GRAPHIC DEPICTION OF THE PARCEL DESCRIBED
ON THE ATTACHED LEGAL DESCRIPTION AND IS NOT INTENDED TO
INCLUDE SURVEY PLAT REQUIREMENTS AS DEFINED IN CRS 38-51-106.





Agenda Item Summary

MEETING DATE: November 12, 2024

SUBJECT: **Resolution No. 86-R-2024** – A Resolution of the Town of Mead, Colorado, Approving a Form Revocable Encroachment License Agreement and Authorizing the Town Manager to Approve and Execute the Revocable Encroachment License Agreement on Behalf of the Town in Limited Circumstances

PRESENTED BY: Erika Rasmussen, P.E., Town Engineer

THROUGH: Marcus McAskin, Town Attorney

SUMMARY

Resolution No. 86-R-2024 (“Resolution”) approves a “form” revocable encroachment license agreement, in substantially the same form as attached to Resolution as **Exhibit 1** (“Form Agreement” or “Encroachment Agreement”), and delegates authority to the Town Manager to review, administratively approve, and execute the Form Agreement, in limited circumstances, without bringing each Encroachment Agreement back to the Board of Trustees (“Board”) for approval or ratification.

The Board is authorized to grant the Town Manager authority to administratively approve and execute the Form Agreement per Section 2-3-120(e)(13) of the *Mead Municipal Code* (“MMC”).

Development applications that are approved by the Board may, from time to time, require the property owner/developer to construct, install, operate, and maintain certain private improvements and facilities (e.g., landscaping, sidewalks, stairs, ramps and railings) (“Private Improvements”) that encroach into the Town’s public right-of-way. Further, there are times when a Town building permit, development permit or ROW permit is issued on the condition that a property owner/applicant complete certain Private Improvements in the Town’s public right-of-way. In these and similar limited circumstances, it is appropriate to utilize the Form Agreement to: (1) memorialize the obligations of the property owner/developer/applicant with respect to the Private Improvements located within the Town ROW; (2) obligate the property owner/developer/applicant to maintain the Private Improvements; (3) provide the Town with the right to revoke the license and require the removal of the Private Improvements when necessary to protect the public health, safety and welfare; and (4) document other contractual enforcement rights of the Town.

Town Staff recommends approval of the Resolution. A motion to approve the November 12th consent agenda will approve the Resolution.

If the Board adopts the Resolution, the Town Manager will be authorized to administratively approve and execute the Form Agreement, without coming to the Board for approval or ratification, in certain limited circumstances (as outlined above). Further, the Resolution authorizes the Town Attorney to make non-material changes to the Form Agreement as long as the changes do not materially increase the Town’s financial obligations.

The Resolution also instructs the Town Clerk to record each fully executed Encroachment Agreement in the Weld County property records when directed to do so by the Town Manager or Town Attorney.

FINANCIAL CONSIDERATIONS

None.

STAFF RECOMMENDATION/ACTION REQUIRED

As set forth above, Staff recommends approval of the Resolution. A motion to approve the November 12, 2024, consent agenda will approve the Resolution. If the Board decides to remove this item from the consent agenda for questions or additional discussion, staff recommends the following motion:

Suggested Motion:

“I move to approve Resolution No. 86-R-2024, A Resolution of the Town of Mead, Colorado, Approving a Form Revocable Encroachment License Agreement and Authorizing the Town Manager to Approve and Execute the Revocable Encroachment License Agreement on Behalf of the Town in Limited Circumstances.”

ATTACHMENTS

Resolution No.86-R-2024
Exhibit 1 (Form Revocable Encroachment License Agreement)

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 86-R-2024**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING
A FORM REVOCABLE ENCROACHMENT LICENSE AGREEMENT
AND AUTHORIZING THE TOWN MANAGER TO APPROVE AND EXECUTE
THE REVOCABLE ENCROACHMENT LICENSE AGREEMENT
ON BEHALF OF THE TOWN IN LIMITED CIRCUMSTANCES**

WHEREAS, the Town of Mead (“Town” or “Mead”) is authorized by C.R.S. § 31-15-101 to enter into contracts and agreements for any lawful municipal purpose; and

WHEREAS, the Town’s Board of Trustees (“Board”) desires to approve a form revocable encroachment license agreement, in substantially the form attached to this Resolution as **Exhibit 1** (“Encroachment Agreement”), that allows for the encroachment of specifically identified private improvements into Town right-of-way and grants a revocable license to private individuals to construct, install, operate, and maintain such private improvements, solely at the private individual’s expense; and

WHEREAS, Section 2-3-120(e)(13) of the *Mead Municipal Code* (“MMC”) grants Mead’s Town Manager the power to perform such acts and duties as are prescribed or required of the Town Manager by resolution or ordinance of the Board; and

WHEREAS, consistent with Section 2-3-120(e)(13) of the MMC, the Board further desires to delegate all necessary authority to the Town Manager to review, administratively approve and execute Encroachment Agreement(s) in the future, without bringing the same back to the Board for approval; and

WHEREAS, the Board further desires to authorize Mead’s Town Manager and Town Attorney to make non-material changes to the Encroachment Agreement, as deemed necessary and appropriate by the Town Attorney, that do not increase the Town’s financial obligations; and

WHEREAS, the Board specifically desires to authorize the Town Manager to review, administratively approve, and execute future Encroachment Agreement(s), once in final form, on behalf of the Town when a written agreement between the Town and a private individual or entity is necessary to permit a revocable license for the construction, installation, or operation and maintenance of private improvements within Town right-of-way, for private improvements installed pursuant to a development plan or agreement that has been approved by the Board, or have been installed pursuant to a building permit or other development permit issued by the Town.

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

Section 1. The foregoing recitals are hereby adopted as the Board’s findings and determinations and are incorporated herein for all purposes.

Section 2. The Board of Trustees hereby: (a) approves the Encroachment Agreement in substantially the same form as attached to this Resolution as **Exhibit 1**; (b) authorizes the Town Attorney, in consultation with the Town Manager and Town Engineer, to make changes to the Encroachment Agreement as may be necessary and that do not materially increase the Town’s financial obligations prior to execution; and (c) authorizes the Town Manager to execute future Encroachment Agreement(s) on behalf of the Town as specifically authorized by this Resolution.

Section 3. Recordation of Each Fully Executed Encroachment Agreement. The Town Clerk is hereby instructed to record each fully executed Encroachment Agreement in the Weld County property records when directed to do so by the Town Manager or Town Attorney.

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 12TH DAY OF NOVEMBER, 2024.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

EXHIBIT 1
FORM REVOCABLE ENCROACHMENT LICENSE AGREEMENT

[See Attached]

**REVOCABLE ENCROACHMENT LICENSE AGREEMENT BY AND BETWEEN
THE TOWN OF MEAD, COLORADO, AND
LICENSEE LEGAL NAME TO CONSTRUCT, INSTALL, AND MAINTAIN IMPROVEMENTS
WITHIN TOWN RIGHT-OF-WAY**

1.0 PARTIES.

The parties to this Revocable Encroachment License Agreement (“Agreement”) are the **TOWN OF MEAD**, a municipal corporation of the State of Colorado (the “Town” or “Mead”), and ***LICENSEE LEGAL NAME***, a ***JURISDICTION*** ***FORM OF ENTITY*** (the “Licensee”) (each a “Party” and together the “Parties”). This Agreement shall be effective on the date of mutual execution hereof by the Parties (“Effective Date”).

2.0 RECITALS AND PURPOSE.

- 2.1 The Town is the holder of fee title in public right of way property located within the Town of Mead, Weld County, Colorado, as shown on **Exhibit A** attached hereto (the “Town Property”).
- 2.2 The Licensee desires to encroach upon, occupy, and use the Town Property for the purpose of constructing, installing, and maintaining certain improvements, as described in this Agreement.
- 2.3 The Parties acknowledge and agree that a portion of the Town Property is utilized by the Town as ***USE(S)***.
- 2.4 The Town is willing to grant a revocable license to the Licensee under and pursuant to the terms, conditions, and covenants in this Agreement; provided, however, that nothing in this Agreement shall waive or modify any obligation of the Licensee to seek building permits, right-of-way permits, variances, or any other approval necessary to meet any obligation imposed by law. The Licensee remains obligated to apply for and obtain all necessary permits and approvals, pay all required fees, and comply with all applicable local laws, including, but not limited to, the applicable provisions of the Town’s Design Standards and Construction Specifications.

3.0 TERMS AND CONDITIONS.

- 3.1 The Town hereby grants to the Licensee a revocable license for the encroachment, occupation, and use of the Town Property for the purpose of installing, constructing, and maintaining ***describe improvements*** (the “Improvements”). Except for the Improvements identified in this paragraph 3.1, no other encroachment is allowed in any way or fashion on the Town Property. The rights granted in this revocable license to Licensee are subordinate to the rights of the Town and to the rights granted by the Town to any prior permittee or licensee within the Town Property. Nothing in this Agreement is intended to waive, alter, modify, or permit any violation of any state or local law or regulation applicable within the Town. To the extent that the location or other specifications of this License or any exhibit conflict with state or local laws or regulations, the more restrictive of the state or local law shall control.

- 3.2 The license granted hereunder as specified in Section 3.1 above shall continue from the Effective Date to the time that this Agreement is terminated. The Town may terminate this Agreement at any time if the Town Board of Trustees makes a legislative determination at any regular or special meeting that removal of the Improvements is necessary to protect the public health, safety or welfare. At such time as the Town Board of Trustees makes a determination that removal of the Improvements is necessary, the Town Board of Trustees shall also make a legislative determination regarding the reasonable period of time within which the Improvements must be removed or relocated.

The Licensee shall customarily not be required to remove the Improvements within less than thirty (30) days advance written notice to the Licensee. The Town may also terminate this Agreement at any time if the Board of Trustees of the Town or the Mayor or other duly authorized individual has declared that a local disaster exists. Pursuant to such a declaration, the Town may give verbal notice to Licensee as soon as practicable and may require the Licensee to remove the Improvements immediately and at Licensee's sole cost and expense.

- 3.3 The Licensee expressly agrees to, and shall, indemnify and hold harmless the Town and any of its officers, agents, or employees from any and all claims, damages, liability, or court awards, including costs and attorney's fee that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any omission or act of commission by the Licensee or any of its employees, agents, partners, or lessees, in encroaching upon the Town Property. In particular and without limiting the scope of the foregoing agreement to indemnify and hold harmless, the Licensee shall indemnify the Town for all claims, damages, liability, or court awards, including costs and attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any claim in whole or in part that all or any portion of the Improvements and encroachment permitted by this Agreement constitutes a dangerous and/or unsafe condition within a public right-of-way.
- 3.4 The Licensee agrees that it will never institute any action or suit at law or in equity against the Town or any of its officers or employees, nor institute, prosecute, or in any way aid in the institution or prosecution of any claim, demand, or compensation for or on account of any damages, loss, or injury either to person or property, or both, known or unknown, past, present or future, arising as a result of or from the revocable license granted to the Licensee by this Agreement. This provision includes, but is not limited to, claims relating to construction, installation, and maintenance of the road, sidewalk and parking, utility work, snow removal, or other public works activities performed by or on behalf of the Town.
- 3.5 The Licensee agrees to construct, maintain, and repair the Improvements placed or located on the Town Property by the Licensee or its lessees, agents, employees, or other persons under the control or direction of the Licensee pursuant to this Agreement at the cost and expense of the Licensee and at no cost or expense to the Town. The Licensee agrees to maintain the Improvements per the Town's standards, including the removal or adequate covering of graffiti and the repair of

damage to the Improvements, within a reasonable time following Licensee's knowledge of such needed maintenance.

- 3.5.1 The Licensee agrees that the Town may provide the Licensee with written notice and demand ("Town's Written Demand") that requires the Licensee to complete specific maintenance of the Improvements as deemed necessary by the Town, including the removal of the Improvements per Section 3.2 above ("Required Maintenance"), and the Licensee will complete the Required Maintenance within the time period stated in the Town's Written Demand, which shall not be less than ten (10) days of the delivery of the Town's Written Demand to the Licensee ("Completion Date"). If the Licensee cannot complete the Required Maintenance before the Completion Date, the Licensee must request and obtain an extension of the Completion Date from the Town Manager prior to the expiration of the Completion Date ("Completion Date Extension"). The Town shall not unreasonably withhold its approval of the Licensee's request for a Completion Date Extension.
- 3.5.2 If the Licensee fails to complete the Required Maintenance or obtain a Completion Date Extension on or before the Completion Date, then the Town may proceed with completing the Required Maintenance and billing the Licensee for the Town's costs after delivering written notice of default ("72-Hour Notice") to the Licensee that clearly states: (1) Licensee has failed to complete the Required Maintenance, per the Town's standards, or to obtain a Completion Date Extension pursuant to the Town's Written Demand; (2) Licensee has seventy-two (72) hours' from delivery of the 72-Hour Notice to complete the Required Maintenance, per the Town's standards, or obtain a Completion Date Extension; (3) the Town will take action to complete the Required Maintenance if the Licensee does not complete the Required Maintenance or obtain a Completion Date Extension before the expiration of the 72-Hour Notice; and (4) the Town shall bill the Licensee for the Town's costs incurred for completing the Required Maintenance ("Maintenance Charges").
- 3.5.3 If the Town completes the Required Maintenance after the Licensee fails to complete the Required Maintenance or obtain a Completion Date Extension before the expiration of the 72-Hour Notice, then the Town may bill the Licensee for the Town's Maintenance Charges and deliver a billing statement that includes the Town's Maintenance Charges to the Licensee ("Billing Statement"). The Licensee shall pay the Town's Maintenance Charges within ninety (90) days of the billing date stated on the Town's Billing Statement. If the Licensee fails to pay the Town's Maintenance Charges within ninety (90) days of the billing date on the Billing Statement, then the Maintenance Charges shall be deemed delinquent, and the Town may proceed to certify the Maintenance Charges, together with any other costs of collection incurred by the Town, to the Weld County Treasurer, as specifically authorized by and in accordance with Sec. 4-5-10 of the Mead Municipal Code, as the same may be amended from time to time.

- 3.6 Improvements shall be installed and located such that proper sight distances for vehicle drivers are provided, as determined by the Town Engineer. Mature landscaping shall not interfere with sight distance or street sign visibility, encroach on the sidewalk pedestrian space or extend over utility boxes, manholes or other public facilities. Landscaping installed by the Licensee shall be maintained in living and healthy condition at the sole expense of the Licensee. The Town will not unreasonably deny access by Licensee to maintain and repair the Improvements for the term of this Agreement.
- 3.7 The Licensee agrees that the Town is not liable, and will not assume any liability, responsibility, or costs for any damage, maintenance, or repair of any Improvements constructed, installed, or maintained by the Licensee under this Agreement.
- 3.8 The Licensee agrees to repair and reconstruct any damage to the Town Property upon termination of this Agreement or removal of the Improvements described in paragraph 3.1, and the Licensee shall return the Town Property to its original condition at the cost and expense of the Licensee and at no cost or expense to the Town.
- 3.9 The Licensee agrees to procure and maintain, at its own cost, a policy or policies of insurance protecting against injury, damage or loss occurring on the licensed premises in the minimum amount of \$1,000,000.00 per occurrence. Such policy or policies shall name the Town as an “additional insured”. However, the Licensee’s failure to take such steps to insure the premises shall not waive, affect, or impair any obligation of the Licensee to indemnify or hold the Town harmless in accordance with this Agreement.
- 4.0 UNDERLYING INTENT AND SCOPE. It is the intent of this Agreement that the Town shall incur no cost or expense attributable to or arising from the construction, maintenance, or operation of the Improvements and encroachment permitted by this Agreement and that, in all instances, the risk of loss, liability, obligation, damages, and claims associated with the encroachment shall be borne by the Licensee. Licensee expressly acknowledges that utility easements exist in and around the area in which the Private Improvements will be installed and hereby acknowledges the rights attendant to those easements. This Agreement does not confer upon the Licensee any other right, permit, license, approval, or consent other than that expressly provided for herein and this Agreement shall not be construed to waive, modify, amend, or alter the application of any other federal, state, or local laws, including laws governing zoning, land use, property maintenance, or nuisance.
- 5.0 CONSTRUCTION NOTICE. Licensee shall provide the Town with notice of commencement of installation or construction of the Improvements (“Construction Notice”) together with construction documents or plans from the Licensee for the Town’s review, comment and approval, such approval not to be unreasonably withheld, at least sixty (60) days prior to the start of initial installation or construction. Within fifteen (15) days of the receipt of the Construction Notice and construction documents from Licensee, the Town’s engineering staff shall make themselves available for a meeting (whether conducted virtually or in-person) with the Licensee’s representatives to discuss the Town’s review and comments on the construction documents.

- 6.0 ASSIGNMENT. This Agreement shall not be assigned by the Licensee without the prior written consent of the Town which may withhold its consent for any reason. Any such written assignment shall expressly refer to this Agreement, specify the particular rights, duties, obligations, responsibilities, or benefits so assigned, and shall not be effective unless approved by resolution of the Board of Trustees for the Town of Mead. No assignment shall release the Licensee 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 Licensee, the Town may, at its sole discretion, require the party assuming any duty, obligation, or responsibility of the Licensee 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.
- 7.0 COMPLIANCE WITH LAW. Licensee shall comply with all federal, state and local laws, rules and regulations applicable to the Improvements. Where the Improvements cross the drainage ditch located within the Town Property, the Improvements shall be installed at such a depth so as to not interfere in any manner with the drainage ditch located within the Town Property. Licensee agrees to install and maintain the Improvements at a minimum depth of four and one-half feet (4'6") below the drainage ditch located within Town Property.
- 8.0 NOTICES. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if delivered by private courier (e.g., FedEx and UPS) or if sent by United States Postal Service certified or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing, to the other Party by notice herein. Such notice shall be deemed to have been delivered to the other Party when actually delivered if sent by private courier or within three (3) days of depositing the notice in the United States Mail.
- 9.0 INTEGRATION AND AMENDMENT. This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect. Invalidity of the Agreement in its entirety shall revoke any authorization, whether explicit or implied, to the continuing use and occupancy of the Town Property for the Improvements.
- 10.0 GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of Colorado and venue for any action arising under this Agreement shall be in the appropriate court for Weld County, Colorado.
- 11.0 WAIVER OF BREACH. A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.
- 12.0 BINDING EFFECT. This Agreement shall inure to the benefit of, and be binding upon, the Parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this Section 12 shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

- 13.0 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 Mead and the Licensee, 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 Mead and Licensee that any person other than Mead or Licensee and their successors and assigns receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
- 14.0 GOVERNMENTAL IMMUNITY. Nothing contained in this Agreement shall constitute a waiver of the Town's sovereign and qualified immunity under common law or applicable state law.
- 15.0 COST REIMBURSEMENT. The Licensee, at the time of execution of this Agreement, will pay the Town the sum of \$_____, which the Parties agree represents a reasonable estimate of the Town's engineering, legal and other expenses.
- 16.0 RECORDATION. This Agreement shall be recorded in the office of the Clerk and Recorder for Weld County, Colorado, and shall run with the land. Licensee shall pay the associated recording fee imposed by Weld County.
- 17.0 AUTHORITY TO BIND PARTY. The undersigned persons represent that they are expressly authorized to execute this Agreement on behalf of their respective Party and to bind their respective Party and that the other Party may rely upon the undersigned person's representation of authority herein.

IN WITNESS WHEREOF, the Parties have executed this Encroachment License Agreement on the date(s) set forth below.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW]

[Town signature page to Revocable Encroachment License Agreement].

TOWN:

TOWN OF MEAD, a municipal corporation of the
State of Colorado

By: _____
Helen Migchelbrink, Town Manager

Date: _____, 202__

ATTEST:

Mary E. Strutt, MMC, Town Clerk

[Licensee signature page to Revocable Encroachment License Agreement].

LICENSEE:

LEGAL NAME, a ***JURISDICTION*** ***FORM OF ENTITY***

By: _____

Printed Name: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Revocable Encroachment License Agreement was acknowledged before me this
____ day of _____, 202__, by _____ as _____ of
LEGAL NAME, a ***JURISDICTION*** ***FORM OF ENTITY***.

Witness my hand and official seal.
My commission expires: _____

Notary Public

[SEAL]

Exhibit A
Town Property and Improvements

Insert graphic depiction of Town Property and the Improvements.