



## BOARD OF TRUSTEES

441 3rd Street, Mead  
Monday, August 12, 2024

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### AGENDA

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

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

[https://us02web.zoom.us/webinar/register/WN\\_irDH4x\\_ER1yZSo6clo\\_2Zg](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.](#) North Range Behavioral Health
- [b.](#) Community Engagement Update
- [c.](#) Police Update

#### **7. Proclamations**

[a.](#) School Zone Safety Week August 11-17, 2024

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

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

- [a.](#) Approval of Minutes - Regular Meeting July 29, 2024
- [b.](#) July 2024 Aging Report
- [c.](#) 2<sup>nd</sup> Quarter 2024 Investment Activity Report
- [d.](#) Check Register August 12, 2024

- e. **Ordinance No. 1063** – An Ordinance of the Town of Mead, Colorado, Amending Section 16-12-30 of the Mead Municipal Code Concerning an Updated Special Flood Hazard Area Map
- f. **Resolution No. 61-R-2024** - A Resolution of the Town of Mead, Colorado, Approving That Certain Amendment #1 to Intergovernmental Agreement with the State of Colorado (Acting by and through the Colorado Department of Transportation) for the 3<sup>rd</sup> Street and Welker Avenue Intersection Improvement Project (Project No. MFTM870-009 (25002))
- g. **Resolution No. 62-R-2024** – A Resolution of the Town of Mead, Colorado, Approving an Agreement for Professional Services Between the Town of Mead and Concrete Conservation, LLC for Specialized Sewer System Sealing Services at the Raterink Lift Station

## 10. Public Hearing

- a. **Public Hearing: Renewable Energy cont'd from July 29, 2024**

- i. **Ordinance No. 1064** - An Ordinance of the Town of Mead, Colorado, Approving Certain Amendments to the *Mead Municipal Code* Establishing Development Standards for Renewable Energy Facilities.

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

## 12. Elected Official Reports

- a. Town Trustees
- b. Mayor Whitlow

## 13. Adjournment

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

TO: Honorable Mayor and Trustees

FROM: Helen Migchelbrink, Town Manager

DATE: August 12, 2024

SUBJECT: Town Manager Report

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- National Night Out was held on August 6<sup>th</sup> as a community event to promote safety and crime prevention. The event featured live music, safety information, safety vehicles and kid's activities. Food was provided by Mead Area Chamber of Commerce. An estimated 300 people attended who had the opportunity to interact with Colorado Parks and Wildlife, Mead Police Officers, Public Works staff, and Mountain View Fire.
- Building a Stronger Mead Community is a non-profit organization dedicated to promoting citizen-led initiatives within the Town of Mead. This year, their primary focus is advocating for additional support for the Mead Police Department. Residents can contribute to creating a safer, more resilient Mead community by volunteering their time. For more information, residents should contact: [buildingastrongermeadcommunity@gmail.com](mailto:buildingastrongermeadcommunity@gmail.com)
- The final Meet, Greet, and Eat with the Board of Trustees is slated for August 27<sup>th</sup> at Mead Town Park from 6:00 to 7:30 p.m. This is a great opportunity for residents to chat with the Board of Trustees—food will be provided.
- A Candidate Information Meeting was held on August 6<sup>th</sup> for those interested in running for the Board of Trustees election in November. Five interested people attended the meeting. Nomination petitions are available at the Town Hall and must be returned by 4:30 p.m. on Monday August 26, 2024. The election will be coordinated with Weld County and held on November 5, 2024.
- School is starting the week of August 12<sup>th</sup>. As children are returning to school, all residents are asked, especially while driving, to pay attention to kids walking and on bicycles. The Town partners with St Vrain Valley School District to provide crossing guards. We are looking for 1-2 more crossing guards for the upcoming school year.
- Mead Recreation is sponsoring a trip to Bally's Black Hawk Casino on September 20<sup>th</sup>. Registration includes transportation, \$10 of free play, and \$15 food credit. Participants must be 21 or over, and the cost is \$20 per person.
- Coffee with the Mayor was held on Saturday, August 3<sup>rd</sup>, at 8:00 a.m. at Town Hall. Mayor Colleen Whitlow hosts this event on the first Saturday of each month. Topics of discussion this month were Board of Trustee elections, development projects, town projects, and marijuana ballot question.
- Gopher Gulch RV Park has opened for business with 143 RV and tent pads available with water, electric and sewer available. A future phase is anticipated to include cabins. The Park is open for short-term stays (less than 21 days per Mead Municipal Code). Kudos to them for opening early to assist evacuees of the recent wildfires.
- The Town Clerk's office is continuing to implement Laserfiche software. This software is for archival of municipal records. Portions of the database will be open for public inspection via a web-based portal. The archive portal will be available on the Town's website by the end of August. This database will allow the Town to remove documents that are not ADA accessible from the website.
- EV (Electric Vehicle) Chargers are now available at Town Hall. The lot has been marked and signage will be installed. Users are charged \$0.25 per kWh and have a four-hour limit.
- Construction of the Mead Community Center and adjacent parking lot is underway. Expected completion is in 2025.
- Brighton Youth Services is holding an Image Summit on November 5 & 6 to empower young leaders. The Board of Trustees has been invited to attend.

- Explore the daily operations of Mead Police officers and staff. Whether responding to service calls, engaging with students, or interacting with residents at community events, the Mead Police Department is committed to improving the quality of life for residents, businesses, and visitors. View the Mead Police Safety and Education Outreach Videos here: <https://bit.ly/MPDvideos>.
- The fall Mead Police Citizens' Academy will be held every Wednesday from September 11<sup>th</sup> to October 16<sup>th</sup>, from 6:30 p.m. to 9:00 p.m. Applications are now being accepted. Last year's Academy was very well received. This is an opportunity for citizens to learn about and interact with the Mead Police Department. More information about the Academy can be found on the town's website: <https://www.townofmead.org/police/page/citizens-police-academy>
- Municipal Court is scheduled for August 15<sup>th</sup> at 5:00 p.m. Currently there are 48 cases on the docket.
- 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:
  - 3<sup>rd</sup> and Welker Intersection – The team continues to await final CDOT approval to release the project to ad. United Power continues undergrounding efforts in advance of the project.
  - Community Center – Excavation continues for the building foundation and site grading.
  - SH66 Pedestrian Crossing – Staff continues to work with utilities and ditch companies for final CDOT clearances.
- YTD totals for new single family home permits:
  - 2024 YTD: 49 SF Permits, 63 Certificates of Occupancy
- Boards and Commissions
  - The Planning Commission meeting for August 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, Deputy Town Engineer and Maintenance Worker I/II/III.

## **Community Development**

- Staff interviewed two firms that responded to the Land Use Code Revision RFP (Bohannon Huston and Ayres Associates). Staff will present a recommendation to the Board later this summer.
- The Kiteley Ranch property, located at the SE corner of Hwy 66 and CR 7, is scheduled for a Pre-Application Consultation meeting with staff on Aug. 25<sup>th</sup>.
- A new business license has been approved for the downtown. Sweet Flower Shop will soon be opened at 339 Main Street.
- The Library District has scheduled a PAC (Pre-Application Consultation) meeting for Aug. 29<sup>th</sup>. There are also two other PAC meetings scheduled: the Kiteley Ranch property, located on the SE corner of Hwy 66 and CR 7; and Shahzad's Condos (industrial flex space), located near the SE corner of Hwy 66 and High Plains Blvd. (directly north of Elevation 25).

## **Public Works and Engineering**

- The new concrete sidewalk installation on 5<sup>th</sup> Street is complete in time for back to school.
- Asphalt patching is underway in the Margil neighborhood.
- The candidate for Deputy Town Engineer accepted and later recanted. The job listing has been re-posted.
- PW Staff supported the National Night Out event.
- CR 7 is being re-graded 3 times per week to keep up with the increased traffic related to the I-25 congestion. A kick-off meeting was held to begin design efforts for future paving of this roadway.



- High Plains Boulevard – The Mead, Weld County, and CDOT design teams met to review the floodplain impacts and coordinate permitting efforts for the 3 related project at CR 34 and High Plains Boulevard.

### **Community Engagement**

- The Town of Mead is partnering with Mountain View Fire Rescue to host a Bike Rodeo on August 17. The educational program is part of the Safe Routes to School grant requirement. The Bike Rodeo is free and will be held at the bus loop between Mead Elementary and Mead Middle from 8 to 11 a.m.
- Registration is open for fall volleyball, flag football, and an adult trip to Bally's Casino. Program information can be found at <https://bit.ly/MeadCivicRec>
- The last Meet, Greet, and Eat is on August 27 at Mead Town Park from 6 to 7:30. The event will feature complimentary food from Campfire Hotdog Grill.
- The Mead Area Chamber of Commerce is hosting a Back-to-School Bingo event on August 17 in Town Park from 4 to 7 p.m. Food and beverages will be available for purchase. The event will raise money for Mead schools, and they will be collecting musical instruments for donations. RSVP to [info@meadchamber.org](mailto:info@meadchamber.org)
- The Mead Community Day/Homecoming parade will be held Friday, September 27, at 4:30 p.m. All parade entries must be received by Monday, Sept. 16. This is a combined parade for Mead Community Day and the Mead High School Homecoming Parade.

### **Police Department**

- National Night Out was a huge success and many officers were in attendance.
- Improvements to the I-25 construction zone appear to be reducing crashes. Chief Newbanks will continue to monitor and work with stakeholders on improvements.
- Mead PD is still recruiting for officer and crossing guard positions.
- School starts on the 13<sup>th</sup>. Chief Newbanks had a back to school meeting with the three crossing guards.
- SRO Barker attended an advanced SRO school last week. Officer Aguirre is attending the basic SRO training this week and will fill in for SRO Salazar while he is out.
- Chief, Commander, and Sgt Ellis toured the Gopher Gulch RV Park to discuss response protocols and strategies with owner Chris Cain.



500 S 4th Ave  
Brighton, CO 80601  
303-655-2125  
brightonco.gov/youthservices

DENVER CO 802

5 AUG 2024



US POSTAGE  
\$ 000.69

First-Class Mail

ZIP 80601

08/05/2024

0347 0087804501

we hope that members  
of your Council will join  
us on 11/6/24 to empower  
young leaders.

441 Third Street  
Mead, CO  
80542

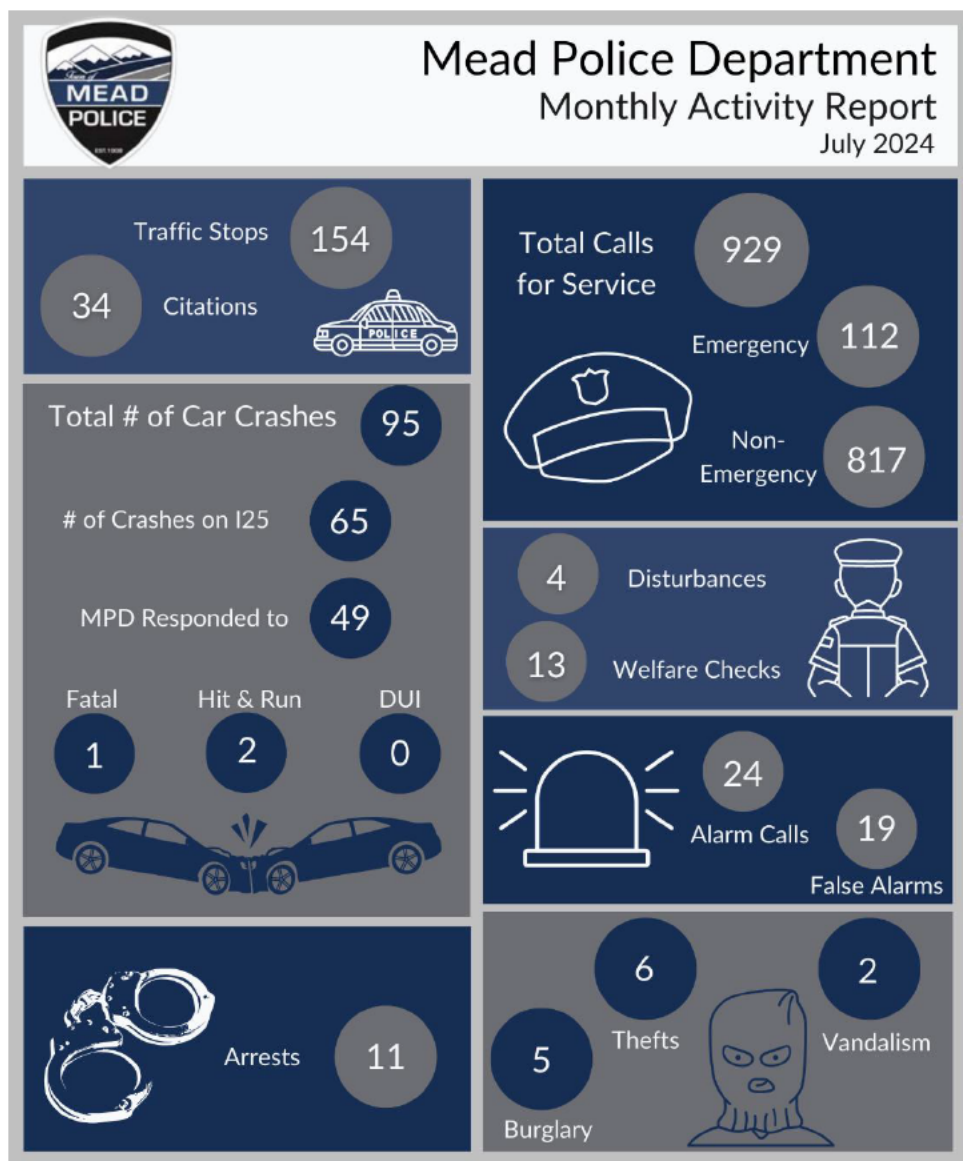
80542-570741





## Mead Police Department

### July Monthly Activity - 2024

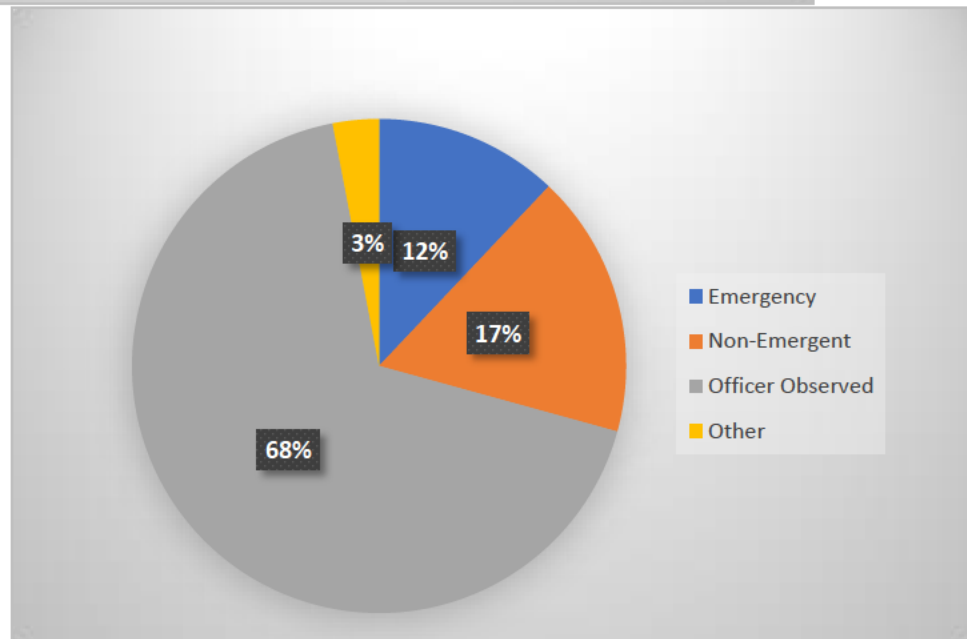
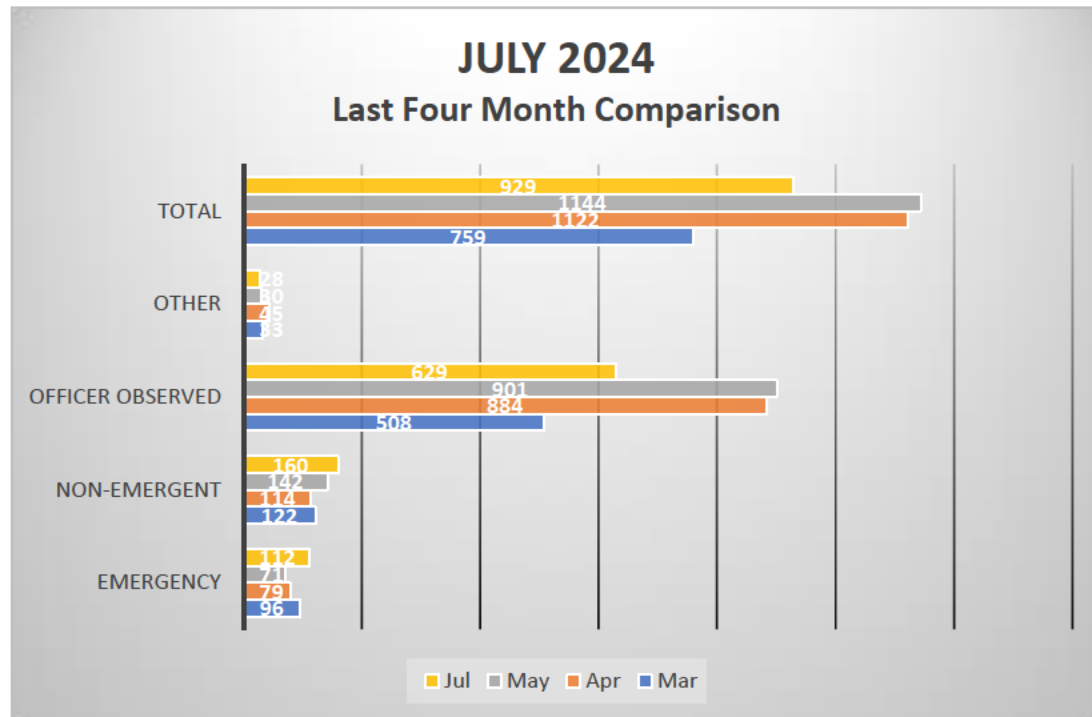


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**ARRESTS: 11**

| Case Number | Date/Time           | Location                                 | Charge                                           |
|-------------|---------------------|------------------------------------------|--------------------------------------------------|
| 24ML00431   | 07/29/2024 09:02 PM | ■■■■ HIGHLAND DR                         | 16-19-103 FOJ WANTED BY OTHER AGENCY MISDEMEANOR |
| 24ML00429   | 07/28/2024 09:00 PM | ■■■■ ADAMS CIR                           | 18-6-800.3 DOMESTIC VIOLENCE                     |
| 24ML00426   | 07/28/2024 02:06 AM | MM 243 I 25 SB                           | 16-19-103 FOJ WANTED BY OTHER AGENCY FELONY      |
| 24ML00417   | 07/22/2024 06:43 PM | ■■■■ HIGHWAY 66                          | 16-19-103 FOJ WANTED BY OTHER AGENCY MISDEMEANOR |
| 24ML00415   | 07/21/2024 10:35 PM | HIGHWAY 66 / WCR 5                       | 16-19-103 FOJ WANTED BY OTHER AGENCY MISDEMEANOR |
| 24ML00402   | 07/12/2024 08:26 PM | 3RD ST / ADAMS AVE                       | 16-19-103 FOJ WANTED BY OTHER AGENCY MISDEMEANOR |
| 24ML00396   | 07/09/2024 07:08 AM | E INTERSTATE 25 FRONTAGE RD / WELKER AVE | 16-2-110 FAILURE TO APPEAR - MISDEMEANOR         |
| 24ML00395   | 07/08/2024 11:07 PM | MM 245 I 25 NB                           | 16-19-103 FOJ WANTED BY OTHER AGENCY MISDEMEANOR |
| 24ML00393   | 07/07/2024 07:15 PM | MM 245 I 25 NB                           | 16-19-103 FOJ WANTED BY OTHER AGENCY MISDEMEANOR |
| 24ML00387   | 07/03/2024 05:45 PM | ■■■■ HIGHWAY 66                          | 16-19-103 FOJ WANTED BY OTHER AGENCY MISDEMEANOR |
| 24ML00382   | 07/02/2024 10:20 PM | HIGHWAY 66 / WCR 7                       | 16-19-103 FOJ WANTED BY OTHER AGENCY MISDEMEANOR |

## Four Month Comparison of Calls for Service:



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## **STAFFING:**

Sergeant Ellis (Late Week, SROs), Sergeant Holmen (Early Week, Investigations), and Officers Aguirre, Bustamante, Cramblet, Hansen, Lima, Palmer, Patton, Rollins, and Synn are working patrol.

Officers Barker 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:**

All Officers attended the following training this month.

- Active Assailant training with Longmont SWAT at Niwot High School.
- Driving Training at NCLETC track in Loveland (first of two sessions)

Other training attended by officers this month.

- One officer attended a Rifle Instructor course.

## **COMMUNITY POLICING ACTIVITIES:**

- Bicycle Parade on the 4<sup>th</sup> of July – Mead Town Park
- Movie in the Park on July 5<sup>th</sup>
- Corn Hole League – Mead Town Park
- Concert in the Park on July 12<sup>th</sup>
- Meet, Greet, and Eat event at Margil Farms Park

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#### **NOTABLE CALLS FOR SERVICE:**

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

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

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

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

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

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

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

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

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

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

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

Assist Other Agency – [REDACTED] Main Street – 24ML00392 – 07/07/2024

Subject with a Warrant – MM 245 I25 NB – 24ML00393 – 07/07/2024

Crash – Highway 66 / WCR 9.5 – 24ML00394 – 07/08/2024

Subject with a Warrant – MM 245 I25 SB – 24ML00395 – 07/08/2024

Traffic Stop – E I25 Frontage Rd / Welker Ave – 24ML00396 – 07/09/2024

Crash – [REDACTED] WCR 32 – 24ML00397 – 07/09/2024

Harass – [REDACTED] Highway 66 – 24ML00398 – 07/09/2024

Crash – Highway 66 / Interstate 25 NB – 24ML00400 – 07/10/2024

Crash – WCR 7 / WCR 38 – 24ML00401 – 07/12/2024

Subject with a Warrant – 24ML00402 – 07/12/2024

Hit and Run – [REDACTED] Highway 66 – 24ML00403 – 07/13/2024

Theft – [REDACTED] 3<sup>rd</sup> St – 24ML00404 – 07/14/2024

Crash – MM 246 I25 SB – 24ML00405 – 07/14/2024

Follow up – [REDACTED] Palmer Ave – 24ML00407 – 07/16/2024

Animal Complaint – Gelbvieh St / Jersey Dr – 24ML00408 – 07/17/2024

Harass – MM 245 I25 NB – 24ML00409 – 07/18/2024



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Property – [REDACTED] Third St – 24ML00410 – 07/18/2024  
Mental Health Crisis – [REDACTED] Wrangler Way – 24ML00411 – 07/18/2024  
Crash – MM 245 I25 SB – 24ML00413 – 7/21/2024  
Theft – [REDACTED] Primrose Ln – 24ML00414 – 07/21/2024  
Subject with a Warrant – Highway 66 / WCR 5 – 24ML00415 – 07/21/2024  
Mental Health Crisis – [REDACTED] 1<sup>st</sup> St – 24ML00416 – 07/22/2024  
Subject with a Warrant – [REDACTED] Highway 66 – 24ML00417 – 07/22/2024  
Mental Health Crisis – [REDACTED] Palmer Ave – 24ML00418 – 07/23/2024  
Follow Up – [REDACTED] Main St – 24ML00419 – 07/23/2024  
Assist Other Agency – MM 247 I25 SB – 24ML00420 – 07/23/2024  
Assault – [REDACTED] 7<sup>th</sup> St – 24ML00421 – 07/24/2024  
Suspicious – [REDACTED] Highland Dr – 24ML00422 – 07/25/2024  
Harass – [REDACTED] Main St – 24ML00423 – 07/25/2024  
Crash – Highway 66 / WCR 3 – 24ML00425 – 07/27/2024  
Traffic Stop – MM 243 I25 SB – 24ML00426 – 07/28/2024  
Theft – [REDACTED] Farmstead Pl – 24ML00427 – 07/28/2024  
Suspicious – [REDACTED] Pacific Cir – 24ML00428 – 07/28/2024  
Disturbance – [REDACTED] Adams Cir – 24ML00429 – 07/28/2024  
Suspicious – [REDACTED] Highland Dr – 24ML00430 / 24ML00431 – 07/29/2024  
Vandalism – [REDACTED] Homestead Dr – 24ML00432 – 07/30/2024  
Crash – E I25 Frontage Rd / Highway 66 – 24ML00433 – 07/31/2024  
Assault – [REDACTED] Main St – 24ML00435 – 07/31/2024  
Theft – [REDACTED] Charbray St – 24ML00436 – 07/31/2024  
Sex Offense – [REDACTED] Normande Dr – 24ML00437 – 07/31/2024  
Suspicious – [REDACTED] WCR 5 – 24ML00438 / 24ML00439 – 07/31/2024



Acts of Connection Weld

# ACTS OF CONNECTION (AoC)

Mead  
August 12, 2024

## The loneliness epidemic: Nearly 1 in 4 adults feel lonely, new survey finds

By Taylor Nicioli, CNN

5 minute read



### How loneliness is killing us, according to a Harvard professor

60% of people feel disconnected. Harvard professor Robert Waldinger addresses the science behind humanity's loneliness epidemic and suggests ways to solve it.

6 min — with Robert Waldinger

DESCRIPTION TRANSCRIPT



Loneliness is quietly spreading across our society. Robert Waldinger, professor of psychiatry at Harvard Medical School, explores the roots of this growing epidemic.

He draws on research by experts like Julianne Holt-Lunstad, revealing the severe health impacts of loneliness, equating it to smoking half a pack of cigarettes daily. Stress, accelerated brain decline, and overall well-being suffer, but the remedy lies in our relationships—with friends, family, and even casual encounters.

Waldinger shares practical steps to combat loneliness, encouraging everyday connections with individuals like the person who delivers the mail or the cashier at the grocery store.

You belong. You matter. You're connected.

LONELINESS

## The Epidemic of Loneliness

Why are Americans more lonely and socially isolated than ever before?

Posted December 21, 2023 | Reviewed by Michelle Quirk



HEALTH

## America has a loneliness epidemic. Here are 6 steps to address it

MAY 2, 2023 · 3:21 PM ET

HEARD ON ALL THINGS CONSIDERED

By Juana Summers, Vincent Acovino, Christopher Intagliata

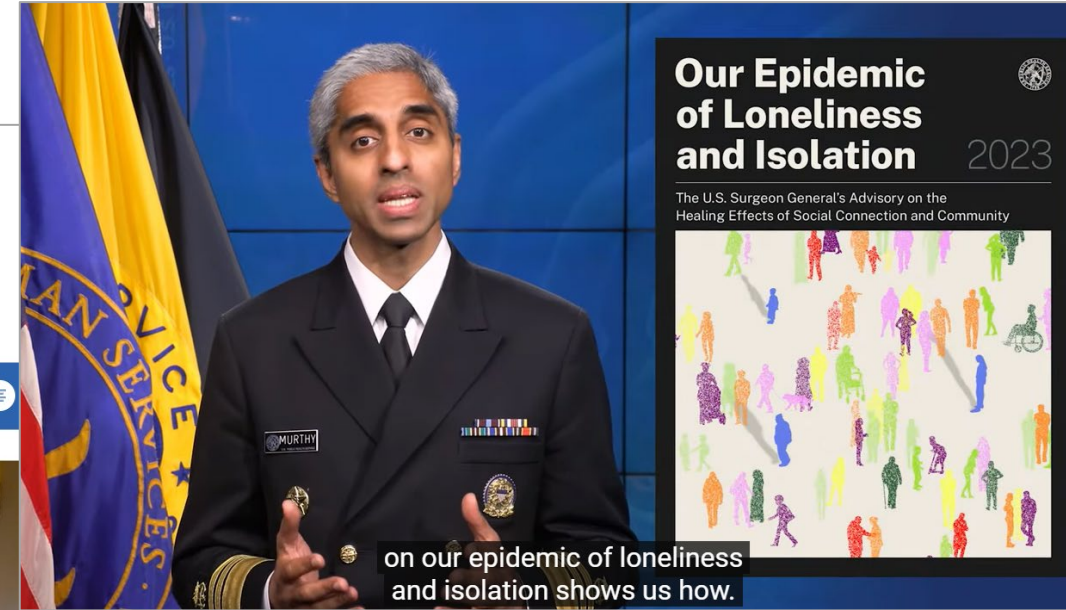
7-Minute Listen

+ PLAYLIST



## WHO launches commission to foster social connection

15 November 2023 | News release | Geneva | Reading time: 3 min (711 words)



HEALTH

Loneliness

Add Topic +

## Americans are lonely and it's killing them. How the US can combat this new epidemic.



Adrianna Rodriguez

USA TODAY

Published 5:09 a.m. ET Dec. 24, 2023 | Updated 1:10 p.m. ET Dec. 25, 2023



# An Epidemic of Loneliness and Isolation

**Social Isolation:**

Objectively having few social relationships, social roles, group memberships, and infrequent social interaction.

**Loneliness:**

A subjective distressing experience that results from perceived isolation or inadequate meaningful connection - a discrepancy or unmet need between an individual's preferred and actual experience.

# Loneliness and Social Isolation



**24 MORE HOURS OF ISOLATION**

Monthly per adult in 2020  
compared to 2003

**ONLY 39% OF ADULTS**

Reported feeling very  
connected to others in 2022

**79% OF YOUNG ADULTS**

Reported feeling lonely at least  
some of the time in 2021

**LESS THAN 20%**

Who are lonely or isolated  
recognize it as a major problem.

# Rate and Trends

**50% INCREASED ODDS OF  
SURVIVAL**  
Attributed to social connection

**15 CIGARETTES A DAY**  
Has similar health impacts to  
being socially isolated

**INCREASED RISK OF DEMENTIA  
BY 50%, HEART DISEASE BY 29%,  
AND STROKE BY 32%**  
Due to isolation/loneliness

**INCREASED RISK OF ANXIETY,  
DEPRESSION, AND SUICIDE**  
Due to isolation/loneliness

# Health Effects



**Acts of Connection** Weld





- Increase awareness of loneliness/social isolation & the need for connection
- Create urgency & action towards connection
- Provide resources to combat loneliness

## Primary Goals of Awareness Campaign



# 5 Campaign Strategies

**WEBSITE AWARENESS**

**DIGITAL AND PRINT MEDIA**

**PLEDGE PROGRAM**

**RESOURCES, PRESENTATIONS, & TRAININGS**

**PARTNERSHIP WITH ORGANIZATIONS**







**Belonging  
starts  
with  
US.**

[ActsofConnectionWeld.org](https://ActsofConnectionWeld.org)



**LOOK UP  
REACH OUT**

[ActsofConnectionWeld.org](https://ActsofConnectionWeld.org)



**Contacta a  
tus amigos**

**Incluso a los felices.**

[ActsofConnectionWeld.org](https://ActsofConnectionWeld.org)



**Connect  
to your  
passion.**

gettyimages  
Credit: SolStock

[ActsofConnection.org](https://ActsofConnection.org)

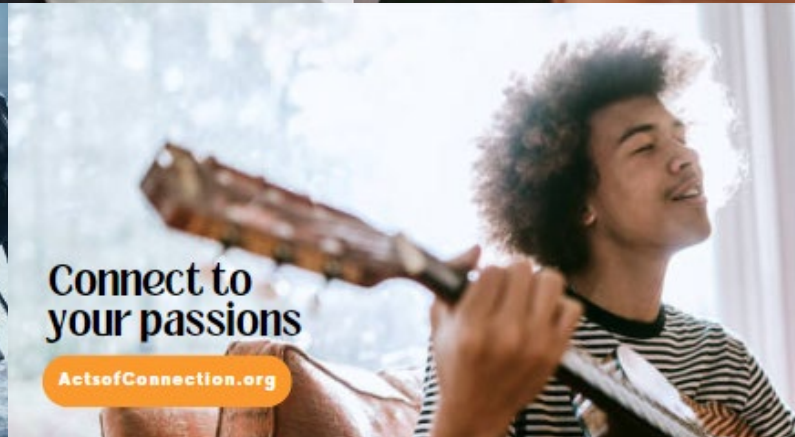
Section 6, Item a.



**Connect  
to your  
passion.**

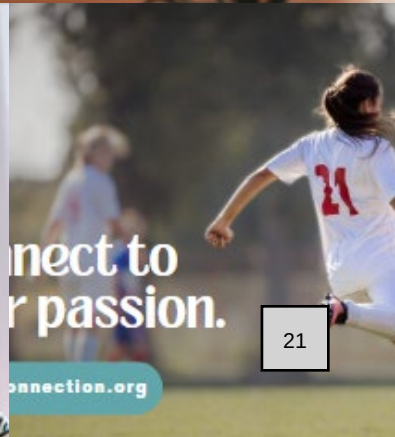
gettyimages  
Credit: Gorodenkoff

[ActsofConnection.org](https://ActsofConnection.org)



**Connect to  
your passions**

[ActsofConnection.org](https://ActsofConnection.org)



**Connect to  
your passion.**

[ActsofConnection.org](https://ActsofConnection.org)





**Feeling  
Lonely  
doesn't have  
to be forever.**

[ActsofConnection.org](https://ActsofConnection.org)

Section 6, Item a.



**Saying hello  
can change**



**Connect with  
anyone today?**

[ActsofConnectionWeld.org](https://ActsofConnectionWeld.org)



**It's a beautiful  
day to be a  
good neighbor.**



**Acts of Connection** Weld

[actsofconnectionweld.org](http://actsofconnectionweld.org)

Education / Awareness about  
loneliness and social isolation

Connection Guides

Find regional partners

PLEDGE Program



**PROCLAMATION**  
**School Zone Safety Week**  
**August 11 – August 17, 2024**

WHEREAS, the Town of Mead is a community that embraces and values safety; and

WHEREAS, the end of summer is approaching, and our children, grandchildren, friends and neighbors are going back to school, making it more important than ever to practice safe driving in school zones; and

WHEREAS, according to a recent study by Safe Kids Worldwide, approximately 100 children in the United States are killed every year while walking to or from school, and 25,000 others sustain injuries because of school zone crashes; and

WHEREAS, driving through a school zone can be dangerous for both pedestrians and drivers if safety isn't a priority. Avoid cell phones and distractions. Adjust your route to avoid school zones if possible; and

WHEREAS, if you must drive through a school zone, give yourself extra time, slow down when school zone flashers are blinking, and stop and yield to pedestrians crossing the crosswalk or intersection;

WHEREAS, the Town of Mead seeks to cultivate the importance of safe driving, encouraging drivers to always operate their vehicles with the utmost care and concern.

NOW THEREFORE, I, Collen Whitlow, Mayor of the Town of Mead, do hereby proclaim August 11 through August 17, 2024 as **School Zone Safety Week** in the Town of Mead.

Given under my hand and Seal of the Town of Mead, Colorado  
On this 12<sup>th</sup> day of August 2024

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Colleen G. Whitlow  
Mayor



## BOARD OF TRUSTEES

441 3rd Street, Mead  
Monday, July 29, 2024

### MINUTES

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

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

##### **1. Call to Order – Roll Call**

###### **Present**

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

###### **Absent**

Trustee David Adams

Also present: Administrative Services Director Mary Strutt; Community Development Director Jason Bradford; Town Engineer / Public Works Director Erika Rasmussen; Public Information Officer / Community Engagement Director Lorelei Nelson; Police Sergeant Scott Holmen.

Attending via remote access: Town Manager Helen Migchelbrink; Town Attorney Marcus McAskin; and members of the public.

##### **2. Moment of Silence**

Mayor Whitlow requested the observance of a moment of silence for the victims of recent wildfires.

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

The assembly pledged allegiance to the flag.

##### **4. Review and Approve Agenda**

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

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

###### **a. Manager Report**

Town Manager Helen Migchelbrink discussed hiring a Deputy Town Engineer and Business & Marketing Specialist; advertising for police officer; Gopher RV requested a TCO to provide a site for RV's from the wildfire.

##### **6. Informational Items**

###### **a. High Plains Blvd Construction (WCR 9.5)**

Town Manager Helen Migchelbrink discussed the agreement for construction of High Plains Blvd between CR 32 and CR 36. The Board discussed Mead's contribution.

###### **b. Draft Ballot Question Marijuana**

Town Attorney Marcus McAskin reviewed draft ballot language. The Board discussed the details in the question.

## 7. Proclamations

- a. National Night Out August 6, 2024

***Motion was made by Trustee Parr, seconded by Mayor Pro Tem Cartwright, to authorize Mayor Whitlow to sign the Proclamation for National Night Out August 6, 2024. Motion carried 6-0, on a roll call vote.***

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

There was no public comment at this time.

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

- a. Approval of Minutes - Regular Meeting July 8, 2024
- b. Approval of Minutes - Special Meeting July 16, 2024
- c. June 2024 Financials
- d. Check Register July 29, 2024
- e. **Ordinance No. 1057** – An Ordinance of the Town of Mead, Colorado, Calling for the 2024 Regular Election to Be Held as a Coordinated Election and Delegating Authority to the Town Clerk to Execute a Memorandum of Intergovernmental Agreement with Weld County Regarding the Coordinated Election to Be Held on Tuesday, November 5, 2024
- f. **Resolution No. 57-R-2024** – A Resolution Approving a Memorandum of Agreement Between the Town of Mead and the Town of Berthoud Regarding Collaboration to Provide Greater Youth League Opportunities for Both Entities
- g. **Resolution No. 58-R-2024** – A Resolution of the Town of Mead, Colorado, Granting Final Acceptance of Certain Public Improvements Associated with the Ziggi's Coffee Site Plan
- h. **Resolution No. 59-R-2024** – A Resolution of the Town of Mead, Colorado, Granting Conditional Acceptance of the Public Improvements associated with the QuikTrip Site Plan (Mead Crossings Amendment No. 1, Lot 1, Block 1)
- i. **Resolution No. 60-R-2024** – A Resolution Approving the Intergovernmental Agreement with Weld County for Construction of High Plains Boulevard (a.k.a. – Weld County Road 9.5) between Weld County Road 32 and Weld County Road 36
- j. **Ordinance No. 1058**– An Ordinance of the Town of Mead, Colorado, Approving with Conditions the Mead Crossings Amendment 3 Replat

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

## 10. Public Hearing

- a. **Public Hearing: AMK Annexation and Establishment of Initial Zoning Continued from June 10, 2024**

Mayor Whitlow reopened the combined public hearing for the AMK Annexation and Establishment of Initial Zoning which was continued from June 10, 2024 at 6:27 p.m.

Town Planner Collin Mieras presented the staff report for the AMK Annexation and Zoning.

There was no public comment.

The Board of Trustees had no further comments.

Mayor Whitlow closed the public hearing at 6:34 p.m.

- i. **Ordinance No. 1059** – An Ordinance of the Town of Mead, Colorado, Annexing Certain Territory Known as the AMK Annexation to the Town of Mead



***Motion was made by Trustee Harris, seconded by Trustee Schranz, to adopt Ordinance No. 1059 – An Ordinance of the Town of Mead, Colorado Annexing Certain Territory Known as the AMK Annexation to the Town of Mead. Motion carried 6-0, on a roll call vote.***

- ii. **Ordinance No. 1060** – An Ordinance of the Town of Mead, Colorado, Approving the Initial Zoning of Property Known as the AMK, Annexation and Amending the Official Zoning Map of the Town of Mead

***Motion was made by Mayor Pro Tem Cartwright, seconded by Trustee Brodhead, to adopt Ordinance No. 1060 – An Ordinance of the Town of Mead, Colorado Approving the Initial Zoning of Property Known as the AMK Annexation and Amending the Official Zoning Map of the Town of Mead. Motion carried 6-0, on a roll call vote.***

- ii. **Ordinance No. 1061** – An Ordinance of the Town of Mead, Colorado, Approving an Annexation Agreement with AMK Properties LLC for the AMK Annexation

***Motion was made by Trustee Parr, seconded by Trustee Harris, to adopt Ordinance No. 1061 – An Ordinance of the Town of Mead, Colorado Approving an Annexation Agreement with AMK Properties LLC for the AMK Annexation. Motion carried 6-0, on a roll call vote.***

**b. Public Hearing: Town of Mead Highway 66 and I-25 General Improvement District**

Mayor Whitlow opened the public hearing for the Town of Mead Highway 66 and I-25 General Improvement District at 6:36 p.m.

Town Attorney Marcus McAskin presented the staff report regarding the creation of the District.

There was no public comment.

The Board discussed the need for an election.

Mayor Whitlow closed the public hearing at 6:47 p.m.

- i. **Ordinance No. 1062** – An Ordinance of the Town of Mead, Colorado, Making Findings and Determinations With Respect to a Petition Concerning the Organization of the Proposed “Town of Mead Highway 66 and I-25 General Improvement District” Pursuant to § 31-25-601, et seq., C.R.S., and Providing for the Question of the Organization of the District to be Referred to the Electors Thereof Along With Additional Ballot Issues Authorizing the Imposition of General Property Taxes to Accomplish the Purposes of the District

***Motion was made by Trustee Parr, seconded by Trustee Schranz, to adopt Ordinance No. 1062 – An Ordinance of the Town of Mead, Colorado Making Findings and Determinations With Respect to a Petition Concerning the Organization of the Proposed “Town of Mead Highway 66 and I-25 General Improvement District” Pursuant to § 31-25-601, et seq., C.R.S., and Providing for the Question of the Organization of the District to be Referred to the Electors Thereof Along With Additional Ballot Issues Authorizing the Imposition of General Property Taxes to Accomplish the Purposes of the District. Motion carried 6-0, on a roll call vote.***

**c. Public Hearing: Proposed Code Amendments Related to Renewable Energy Facilities**

- i. Continuance of Public Hearing on Proposed Code Amendments Related to Renewable Energy Facilities to August 12, 2024

***Motion was made by Trustee Harris, seconded by Mayor Pro Tem Cartwright, to open and continue the public hearing regarding the Board’s consideration of the proposed Code Amendments related to Renewable Energy Facilities to Monday August 12, 2024 at 6:00 p.m. at Town Hall. Motion carried 6-0, on a roll call vote.***

The public hearing was opened at 6:48 p.m.

**11. Committee Appointments**

Community Development Director Jason Bradford presented the applications for William Jorgensen to be appointed as Regular Planning Commissioner and Tim Corliss as Planning Commissioner Alternate.

- a. Appointment of William Jorgensen as Regular Planning Commissioner

*Motion was made by Mayor Pro Tem Cartwright, seconded by Trustee Harris, to appoint William Jorgenson as a Regular Planning Commissioner for the term to expire December 31, 2026 effective July 29, 2024. Motion carried 6-0, on a roll call vote.*

- b. Appointment of Tim Corliss as Alternate Planning Commissioner

*Motion was made by Trustee Harris, seconded by Trustee Parr, to appoint Tim Corliss as a Alternate Planning Commissioner for the term to expire December 31, 2024 effective July 29, 2024. Motion carried 6-0, on a roll call vote.*

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

There was no public comment at this time.

**13. Elected Official Reports**

- a. Town Trustees

The Trustees had no further comments.

- b. Mayor Whitlow

Mayor Whitlow invited all residents to the Board Meet, Greet and Eat scheduled for July 30 at Margil Farms Park, Coffee with the Mayor on Saturday, August 3<sup>rd</sup>, and National Night Out August 6<sup>th</sup>. Mayor Whitlow has been invited to attend the Mayor's Leadership Academy for the next 8 months.

**14. Adjournment**

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

The Regular Meeting of the Town of Mead Board of Trustees adjourned at approximately 6:58 p.m. on Monday, July 29, 2024.

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Colleen G. Whitlow, Mayor

ATTEST:

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Mary E. Strutt, MMC, Town Clerk

## 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       | 2,572.45   | -         | 2,572.45   | -         | -         | -         | -        | -          |
| 45              | Mead Development Group, Inc.           | 80,937.97  | -         | 81,007.97  | 70.00-    | -         | -         | -        | -          |
| 214             | Mead Towne Center                      | 5,750.00   | -         | -          | -         | -         | -         | -        | 5,750.00   |
| 239             | Gopher Gulch                           | 3,426.00   | 3,426.00  | -          | -         | -         | -         | -        | -          |
| 256             | Prosper Land & Development LLC         | 19,919.50  | -         | 7,280.00   | 7,952.00  | 4,687.50  | -         | -        | -          |
| 270             | Highland Development Services Inc      | 2,895.00   | -         | 1,724.41   | -         | -         | 262.60-   | 152.51-  | 1,585.70   |
| 280             | Benson Farms - MD                      | 2,430.25-  | -         | -          | -         | -         | -         | -        | 2,430.25-  |
| 282             | Agfinity, Inc                          | 393.90     | -         | -          | 131.30    | 262.60    | -         | -        | -          |
| 285             | Boulder Scientific Company, LLC        | 2,360.00-  | -         | -          | -         | -         | -         | -        | 2,360.00-  |
| 290             | Forestar Real Estate Group             | 4,230.00-  | -         | 530.00-    | 1,495.00- | 130.00-   | 2,075.00- | -        | -          |
| 292             | BREG Industrial Development            | 13,686.09  | -         | -          | -         | -         | -         | -        | 13,686.09  |
| 294             | QuikTrip Corp                          | 7,460.47   | -         | 393.90     | 2,279.07  | 4,787.50  | -         | -        | -          |
| 296             | Silver Point Development               | 282.80     | -         | 282.80     | -         | -         | -         | -        | -          |
| 298             | Century Land Holdings LLC              | 5,186.20   | -         | 1,737.20   | 3,449.00  | -         | -         | -        | -          |
| 299             | Lizondo Futbol Academy LLC             | 1,665.49   | -         | 272.70     | -         | 1,144.84  | -         | -        | 247.95     |
| 307             | Tharaldson c/o Ventana Capital, Inc    | 1,181.70   | -         | 696.90     | 484.80    | -         | -         | -        | -          |
| 320             | Lorson South Land Corp c/o Landhuis C  | 2,590.65   | -         | 1,833.15   | 181.80    | 575.70    | -         | -        | -          |
| 323             | Enyo Power Partners, LLC               | 727.20     | -         | 727.20     | -         | -         | -         | -        | -          |
| 325             | Red Barn Metropolitan District         | 2,203.05-  | -         | -          | -         | -         | -         | -        | 2,203.05-  |
| 326             | AMK Properties LLC                     | 9,139.44   | 2,272.50  | 2,343.31   | 4,523.63  | -         | -         | -        | -          |
| 327             | 17790 CR 7 LLC                         | 69.44      | -         | -          | -         | -         | -         | 69.44    | -          |
| 329             | Club Car Wash Operating LLC            | 555.50     | 555.50    | -          | -         | -         | -         | -        | -          |
| 331             | Mountain Legacy LLC                    | 3,005.77   | -         | -          | -         | -         | -         | -        | 3,005.77   |
| 336             | Front Range Investment Holdings LLC    | 76,534.44- | 20,948.65 | -          | -         | -         | -         | -        | 97,483.09- |
| 339             | Vaulter Real Estate / Investments      | 170.70-    | -         | -          | -         | -         | -         | -        | 170.70-    |
| 341             | Grand Meadow Investors LLC             | 3,794.00   | 3,794.00  | -          | -         | -         | -         | -        | -          |
| 346             | Mountain View Fire Protection District | 6,921.00   | 450.00    | 4,761.50   | 1,709.50  | -         | -         | -        | -          |
| 347             | Mead Industrial Development Group      | 272.70     | -         | 272.70     | -         | -         | -         | -        | -          |
| 349             | Alphabet Investments, Inc              | 7,118.80   | 1,060.50  | 5,927.00   | 131.30    | -         | -         | -        | -          |
| 9997            | Misc AR Invoices                       | 1,040.00   | -         | 540.00     | 500.00    | -         | -         | -        | -          |
| Grand Totals:   |                                        | 92,663.63  | 32,507.15 | 111,843.19 | 19,777.40 | 11,328.14 | 2,337.60- | 83.07-   | 80,371.58- |



## Agenda Item Summary

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MEETING DATE: August 12, 2024  
SUBJECT: 2<sup>nd</sup> Quarter 2024 Investment Activity Report  
PRESENTED BY: Mary Strutt, Administrative Services Director

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### SUMMARY

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The Town of Mead investment activity report for the 2<sup>nd</sup> Quarter of 2024 is attached for the Board's review. This report only 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 \$410,235.71. Total year to date interest income is \$829,223.03. 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 upcoming capital projects including the Community Center, 3<sup>rd</sup> & 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

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Investment Activity Report June 30, 2024

## Town of Mead Investment Activity

Quarter Ended June 30, 2024

| Diversification<br>Guideline<br>* | Investment Type & Account                | Investment<br>Amount,<br>Beginning Value | Deposits    | Withdrawals | Interest<br>Earned   | Average Monthly<br>Yield | Investment Amount,<br>Ending Value | Total<br>Percentage of<br>Portfolio |
|-----------------------------------|------------------------------------------|------------------------------------------|-------------|-------------|----------------------|--------------------------|------------------------------------|-------------------------------------|
| <b>E</b>                          | <b>Local Government Investment Pools</b> |                                          |             |             |                      |                          |                                    |                                     |
| Maximum % per<br>Issuer: 50%      | COLOTRUST - PLUS+                        | \$ 12,620,429.41                         | \$ -        | \$ -        | \$ 170,965.87        | 5.4128%                  | \$ 12,791,395.28                   | 41.7799%                            |
| ---                               | COLOTRUST - PRIME                        | 10,786.88                                | -           | -           | 141.52               | 5.2436%                  | 10,928.40                          | 0.0357%                             |
| Maximum % of<br>Portfolio: 100%   | CSAFE                                    | 12,093,726.32                            | -           | -           | 165,478.54           | 5.4500%                  | 12,259,204.86                      | 40.0416%                            |
|                                   | CSIP                                     | 5,480,979.77                             | -           | -           | 73,649.78            | 5.3767%                  | 5,554,629.55                       | 18.1428%                            |
|                                   | <b>Total Investment Pools:</b>           | <b>\$ 30,205,922.38</b>                  | <b>\$ -</b> | <b>\$ -</b> | <b>\$ 410,235.71</b> | <b>5.3708%</b>           | <b>\$ 30,616,158.09</b>            | <b>100.0000%</b>                    |

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



## Report Criteria:

Report type: GL detail

| GL Period    | Check Issue Date | Check Number | Payee                       | Invoice Number | Invoice GL Account | Description                             | Invoice Amount |
|--------------|------------------|--------------|-----------------------------|----------------|--------------------|-----------------------------------------|----------------|
| 08/24        | 08/05/2024       | 38623        | ST. VRAIN VALLEY SCHOOL DIS | 2023 REFUN     | 20-40-5100         | 2023 TIF Refund - Thru June             | 213,163.54     |
| Total 38623: |                  |              |                             |                |                    |                                         | 213,163.54     |
| 08/24        | 08/05/2024       | 38624        | Brian Smith                 | 080124 - SMI   | 01-42-5330         | Per Diem Meals (7/28 - 8/2)             | 190.00         |
| Total 38624: |                  |              |                             |                |                    |                                         | 190.00         |
| 08/24        | 08/12/2024       | 38625        | A-1 CHIPSEAL CO.            | 14003-01       | 04-44-5365         | Street Resurfacing Project              | 133,421.15     |
| 08/24        | 08/12/2024       | 38625        | A-1 CHIPSEAL CO.            | 14003-01       | 04-02-2005         | Street Resurfacing Project - Retainage  | 6,671.06-      |
| Total 38625: |                  |              |                             |                |                    |                                         | 126,750.09     |
| 08/24        | 08/12/2024       | 38626        | AJ's Backflow Testing LLC   | 18958          | 01-47-5215         | PW Facilities Maint                     | 300.00         |
| Total 38626: |                  |              |                             |                |                    |                                         | 300.00         |
| 08/24        | 08/12/2024       | 38627        | Alderman Bernstein LLC      | 20133          | 14-44-8503         | 3rd & Welker - Legal                    | 1,409.00       |
| Total 38627: |                  |              |                             |                |                    |                                         | 1,409.00       |
| 08/24        | 08/12/2024       | 38628        | All Copy Products, Inc.     | AR4371492      | 01-42-5315         | Copies - April                          | 74.17          |
| 08/24        | 08/12/2024       | 38628        | All Copy Products, Inc.     | AR4407200      | 01-42-5315         | Copies - May                            | 65.86          |
| 08/24        | 08/12/2024       | 38628        | All Copy Products, Inc.     | AR4407201      | 01-40-5315         | Copies - CT8030                         | 131.85         |
| 08/24        | 08/12/2024       | 38628        | All Copy Products, Inc.     | AR4412409      | 01-40-5315         | Copies - CO12871                        | 207.65         |
| 08/24        | 08/12/2024       | 38628        | All Copy Products, Inc.     | AR4438845      | 01-42-5315         | Copies - June                           | 64.70          |
| 08/24        | 08/12/2024       | 38628        | All Copy Products, Inc.     | AR4438846      | 01-40-5315         | Copies - CT8030 June                    | 88.85          |
| Total 38628: |                  |              |                             |                |                    |                                         | 633.08         |
| 08/24        | 08/12/2024       | 38629        | Altitude Recreation Inc     | 240226CAM      | 18-45-8511         | Resurface Courts - Lib Ranch; Founders; | 99,975.00      |
| Total 38629: |                  |              |                             |                |                    |                                         | 99,975.00      |
| 08/24        | 08/12/2024       | 38630        | Amazon Capital Services Inc | 1391-HY1G-     | 01-40-5210         | Supplies                                | 72.15          |
| 08/24        | 08/12/2024       | 38630        | Amazon Capital Services Inc | 1733-KRLW-     | 01-42-5200         | Supplies                                | 33.70          |
| 08/24        | 08/12/2024       | 38630        | Amazon Capital Services Inc | 1D7F-JL97-6    | 14-44-8506         | Safe Routes to School Event             | 215.98         |
| 08/24        | 08/12/2024       | 38630        | Amazon Capital Services Inc | 1GCV-RHNJ-     | 01-42-5210         | Supplies                                | 18.99          |
| 08/24        | 08/12/2024       | 38630        | Amazon Capital Services Inc | 1L4V-GG9L-     | 01-40-5200         | Supplies                                | 44.08          |
| 08/24        | 08/12/2024       | 38630        | Amazon Capital Services Inc | 1XHQ-H9DG      | 14-44-8506         | Safe Route to School Event              | 536.89         |
| 08/24        | 08/12/2024       | 38630        | Amazon Capital Services Inc | 1YT1-9RCR-     | 01-42-5203         | Clothing                                | 44.99          |
| Total 38630: |                  |              |                             |                |                    |                                         | 966.78         |
| 08/24        | 08/12/2024       | 38631        | Ashley Nicolaysen           | 77             | 01-49-5261         | cookies promo - PD                      | 2,000.00       |
| Total 38631: |                  |              |                             |                |                    |                                         | 2,000.00       |
| 08/24        | 08/12/2024       | 38632        | Ausmus Law Firm PC          | 8933           | 01-48-5455         | Municipal Prosecutor - Aug              | 1,000.00       |
| Total 38632: |                  |              |                             |                |                    |                                         | 1,000.00       |
| 08/24        | 08/12/2024       | 38633        | Bobcat of the Rockies       | 15281101       | 04-44-5215         | Sealing Sidewalk- Main St               | 927.96         |

M = Manual Check, V = Void Check

| GL<br>Period | Check<br>Issue Date | Check<br>Number | Payee                      | Invoice<br>Number | Invoice<br>GL Account | Description                            | Invoice<br>Amount |
|--------------|---------------------|-----------------|----------------------------|-------------------|-----------------------|----------------------------------------|-------------------|
| 08/24        | 08/12/2024          | 38633           | Bobcat of the Rockies      | 15281101          | 04-44-5254            | Sealing Sidewalk- Main St-tenths ruler | 16.99             |
| Total 38633: |                     |                 |                            |                   |                       |                                        | 944.95            |
| 08/24        | 08/12/2024          | 38634           | BUCKEYE WELDING SUPPLY C   | 05096033          | 04-44-5369            | Cylinder Rental                        | 7.65              |
| Total 38634: |                     |                 |                            |                   |                       |                                        | 7.65              |
| 08/24        | 08/12/2024          | 38635           | Carmen Pedrego             | 2023-11/2023      | 01-48-5235            | 11/16 - court interpreter              | 192.90            |
| 08/24        | 08/12/2024          | 38635           | Carmen Pedrego             | 2023-11/2023      | 01-48-5235            | 12/21 - court interpreter              | 170.40            |
| 08/24        | 08/12/2024          | 38635           | Carmen Pedrego             | JAN 18 & FE       | 01-48-5235            | 1/18 - court proceedings               | 171.00            |
| 08/24        | 08/12/2024          | 38635           | Carmen Pedrego             | JAN 18 & FE       | 01-48-5235            | 2/15 - court proceedings               | 171.00            |
| 08/24        | 08/12/2024          | 38635           | Carmen Pedrego             | JUN 6 & JUL       | 01-48-5235            | 6/6 court proceedings                  | 171.00            |
| 08/24        | 08/12/2024          | 38635           | Carmen Pedrego             | JUN 6 & JUL       | 01-48-5235            | 7/18 court proceedings                 | 193.50            |
| 08/24        | 08/12/2024          | 38635           | Carmen Pedrego             | MAR 7 & AP        | 01-48-5235            | 3/7 court proceedings                  | 171.00            |
| 08/24        | 08/12/2024          | 38635           | Carmen Pedrego             | MAR 7 & AP        | 01-48-5235            | 4/4 court proceedings                  | 171.00            |
| Total 38635: |                     |                 |                            |                   |                       |                                        | 1,411.80          |
| 08/24        | 08/12/2024          | 38636           | CASELLE                    | 134769            | 01-40-5399            | Fin Software Support - Admin           | 752.85            |
| 08/24        | 08/12/2024          | 38636           | CASELLE                    | 134769            | 01-48-5399            | Fin Software Support - Court           | 167.30            |
| 08/24        | 08/12/2024          | 38636           | CASELLE                    | 134769            | 06-40-5399            | Fin Software Support - Sewer           | 585.55            |
| 08/24        | 08/12/2024          | 38636           | CASELLE                    | 134769            | 01-49-5399            | Fin Software Support - Comm Dev        | 167.30            |
| Total 38636: |                     |                 |                            |                   |                       |                                        | 1,673.00          |
| 08/24        | 08/12/2024          | 38637           | CDPHE                      | FEL2400691        | 06-47-5393            | 4504 E CR 34 - Radiation Gen License I | 115.00            |
| Total 38637: |                     |                 |                            |                   |                       |                                        | 115.00            |
| 08/24        | 08/12/2024          | 38638           | Civic Results              | 2765              | 01-41-5330            | CW - Mayor Leader Acad                 | 1,500.00          |
| Total 38638: |                     |                 |                            |                   |                       |                                        | 1,500.00          |
| 08/24        | 08/12/2024          | 38639           | CO AUTO LGMTFRD LLC        | 80121539/1        | 01-42-5216            | VIN 07144                              | 128.49            |
| Total 38639: |                     |                 |                            |                   |                       |                                        | 128.49            |
| 08/24        | 08/12/2024          | 38640           | CPS HR Consulting          | 0013900           | 01-40-5401            | HR Consulting - 6/2 - 6/29             | 4,587.05          |
| 08/24        | 08/12/2024          | 38640           | CPS HR Consulting          | 0013900           | 06-40-5401            | HR Consulting - 6/2 - 6/29             | 228.25            |
| 08/24        | 08/12/2024          | 38640           | CPS HR Consulting          | 0013900           | 20-40-5401            | HR Consulting - 6/2 - 6/29             | 179.31            |
| Total 38640: |                     |                 |                            |                   |                       |                                        | 4,994.61          |
| 08/24        | 08/12/2024          | 38641           | CTL THOMPSON INC.          | 714257            | 09-49-8516            | Community Center - earthwork/compacti  | 1,737.50          |
| Total 38641: |                     |                 |                            |                   |                       |                                        | 1,737.50          |
| 08/24        | 08/12/2024          | 38642           | David Jay Thrower          | 08012024ME        | 01-48-5040            | Municipal court judge - July           | 1,500.00          |
| Total 38642: |                     |                 |                            |                   |                       |                                        | 1,500.00          |
| 08/24        | 08/12/2024          | 38643           | Denali Water Solutions LLC | INV868051         | 06-47-5231            | Sludge Disposal                        | 910.00            |
| Total 38643: |                     |                 |                            |                   |                       |                                        | 910.00            |

M = Manual Check, V = Void Check

| GL Period    | Check Issue Date | Check Number | Payee                      | Invoice Number | Invoice GL Account | Description                              | Invoice Amount |
|--------------|------------------|--------------|----------------------------|----------------|--------------------|------------------------------------------|----------------|
| 08/24        | 08/12/2024       | 38644        | Dietzler Construction Corp | IFB 2024-003   | 04-02-2005         | 2024.05 - WCR 38 Bridge Deck Replace     | 8,705.37       |
| Total 38644: |                  |              |                            |                |                    |                                          | 8,705.37       |
| 08/24        | 08/12/2024       | 38645        | Ditesco LLC                | 2024-332       | 09-49-8516         | TOM_Community Center - June              | 7,005.29       |
| Total 38645: |                  |              |                            |                |                    |                                          | 7,005.29       |
| 08/24        | 08/12/2024       | 38646        | Dohn Construction, Inc     | 12583          | 09-49-8516         | Community Center                         | 20,740.65      |
| 08/24        | 08/12/2024       | 38646        | Dohn Construction, Inc     | 12583          | 09-02-2005         | Community Center                         | 1,037.04       |
| Total 38646: |                  |              |                            |                |                    |                                          | 19,703.61      |
| 08/24        | 08/12/2024       | 38647        | DYNAMIC DESIGNS PRINTING,  | 55202          | 04-44-5202         | Street Work Postcards                    | 192.95         |
| Total 38647: |                  |              |                            |                |                    |                                          | 192.95         |
| 08/24        | 08/12/2024       | 38648        | Elan Cardmember Service    | 1368 - 7/24/2  | 01-49-5349         | wellness lunch                           | 321.50         |
| 08/24        | 08/12/2024       | 38648        | Elan Cardmember Service    | 1368 - 7/24/2  | 01-49-5349         | wellness subscription                    | 140.00         |
| 08/24        | 08/12/2024       | 38648        | Elan Cardmember Service    | 1368 - 7/24/2  | 01-49-5349         | wellness lunch                           | 393.49         |
| 08/24        | 08/12/2024       | 38648        | Elan Cardmember Service    | 1368 - 7/24/2  | 01-49-5349         | wellness lunch sales tax refund          | 30.34          |
| 08/24        | 08/12/2024       | 38648        | Elan Cardmember Service    | 1368 - 7/24/2  | 01-49-5262         | event marketing                          | 16.00          |
| 08/24        | 08/12/2024       | 38648        | Elan Cardmember Service    | 1368 - 7/24/2  | 01-49-5236         | outreach                                 | 11.81          |
| 08/24        | 08/12/2024       | 38648        | Elan Cardmember Service    | 1368 - 7/24/2  | 01-41-5700         | Board Thank You-Planning Commissione     | 77.55          |
| 08/24        | 08/12/2024       | 38648        | Elan Cardmember Service    | 1368 - 7/24/2  | 01-41-5700         | refund                                   | .27            |
| 08/24        | 08/12/2024       | 38648        | Elan Cardmember Service    | 1368 - 7/24/2  | 01-49-5236         | video outreach                           | 75.00          |
| 08/24        | 08/12/2024       | 38648        | Elan Cardmember Service    | 1368 - 7/24/2  | 01-49-5331         | newsletter subscription                  | 45.00          |
| 08/24        | 08/12/2024       | 38648        | Elan Cardmember Service    | 1368 - 7/24/2  | 01-49-5236         | video outreach                           | 75.00          |
| 08/24        | 08/12/2024       | 38648        | Elan Cardmember Service    | 1368 - 7/24/2  | 01-49-5236         | video outreach                           | 75.00          |
| 08/24        | 08/12/2024       | 38648        | Elan Cardmember Service    | 1368 - 7/24/2  | 01-49-5331         | URL Subscription                         | 35.00          |
| 08/24        | 08/12/2024       | 38648        | Elan Cardmember Service    | 1368 - 7/24/2  | 01-49-5236         | video outreach                           | 75.00          |
| 08/24        | 08/12/2024       | 38648        | Elan Cardmember Service    | 1368 - 7/24/2  | 01-40-5331         | zoom webinar                             | 79.00          |
| 08/24        | 08/12/2024       | 38648        | Elan Cardmember Service    | 1368 - 7/24/2  | 01-49-5265         | senior lunch                             | 19.83          |
| 08/24        | 08/12/2024       | 38648        | Elan Cardmember Service    | 1454 07/24/2   | 01-43-5700         | LTWD easemnt & Welker Farms mtg w/       | 16.54          |
| 08/24        | 08/12/2024       | 38648        | Elan Cardmember Service    | 1454 07/24/2   | 01-43-5700         | LUC update RFP response mtg w/ ER        | 11.22          |
| 08/24        | 08/12/2024       | 38648        | Elan Cardmember Service    | 1454 07/24/2   | 01-43-5700         | Team Bldg                                | 21.04          |
| 08/24        | 08/12/2024       | 38648        | Elan Cardmember Service    | 1454 07/24/2   | 01-43-5700         | Team Bldg & TY card for DK - resigned fr | 47.07          |
| 08/24        | 08/12/2024       | 38648        | Elan Cardmember Service    | 3448 07/24/2   | 01-42-5210         | Supplies                                 | 19.98          |
| 08/24        | 08/12/2024       | 38648        | Elan Cardmember Service    | 3448 07/24/2   | 01-42-5330         | Basic SRO course - AG                    | 550.00         |
| 08/24        | 08/12/2024       | 38648        | Elan Cardmember Service    | 3514 - 7/24/2  | 01-40-5331         | Survey Subscription                      | 468.00         |
| 08/24        | 08/12/2024       | 38648        | Elan Cardmember Service    | 3514 - 7/24/2  | 01-41-5700         | Discuss School Bond Issues - Mayor & H   | 13.52          |
| 08/24        | 08/12/2024       | 38648        | Elan Cardmember Service    | 3514 - 7/24/2  | 01-40-5700         | Charge error                             | 6.80           |
| 08/24        | 08/12/2024       | 38648        | Elan Cardmember Service    | 3514 - 7/24/2  | 01-40-5700         | Return of charge error                   | 6.80           |
| 08/24        | 08/12/2024       | 38648        | Elan Cardmember Service    | 3514 - 7/24/2  | 01-40-5700         | Audit discussion with Lorraine           | 52.76          |
| 08/24        | 08/12/2024       | 38648        | Elan Cardmember Service    | 3514 - 7/24/2  | 01-40-5331         | Online Subscription - No Receipt         | 6.99           |
| 08/24        | 08/12/2024       | 38648        | Elan Cardmember Service    | 3514 - 7/24/2  | 01-41-5700         | BOT - Executive Mtg.                     | 74.89          |
| 08/24        | 08/12/2024       | 38648        | Elan Cardmember Service    | 3514 - 7/24/2  | 01-43-5331         | ICC Annual Membership                    | 160.00         |
| 08/24        | 08/12/2024       | 38648        | Elan Cardmember Service    | 3866 - 7/24/2  | 01-42-5201         | subscription                             | 19.99          |
| 08/24        | 08/12/2024       | 38648        | Elan Cardmember Service    | 3866 - 7/24/2  | 01-42-5210         | Notary Supplies                          | 32.75          |
| 08/24        | 08/12/2024       | 38648        | Elan Cardmember Service    | 3866 - 7/24/2  | 01-42-5216         | Toyota - Go Anywhere                     | 15.00          |
| 08/24        | 08/12/2024       | 38648        | Elan Cardmember Service    | 3866 - 7/24/2  | 01-42-5254         | Holster                                  | 161.86         |
| 08/24        | 08/12/2024       | 38648        | Elan Cardmember Service    | 3866 - 7/24/2  | 01-42-5201         | subscription                             | 12.99          |
| 08/24        | 08/12/2024       | 38648        | Elan Cardmember Service    | 3866 - 7/24/2  | 01-42-5210         | Battle NoCo coins                        | 82.40          |
| 08/24        | 08/12/2024       | 38648        | Elan Cardmember Service    | 3866 - 7/24/2  | 01-42-5201         | subscription                             | 19.99          |
| 08/24        | 08/12/2024       | 38648        | Elan Cardmember Service    | 5590 07/24/2   | 01-47-5075         | Employment Ad via APWA                   | 375.00         |
| 08/24        | 08/12/2024       | 38648        | Elan Cardmember Service    | 5590 07/24/2   | 01-47-5700         | EE recognition going away - RB           | 100.00         |

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|--------------|---------------------|-----------------|---------------------------|-------------------|-----------------------|----------------------------------------|-------------------|
| 08/24        | 08/12/2024          | 38648           | Elan Cardmember Service   | 6819 07/24/2      | 01-42-5216            | Vehicle Maint                          | 650.94            |
| 08/24        | 08/12/2024          | 38648           | Elan Cardmember Service   | 6819 07/24/2      | 01-42-5216            | Vehicle Registration (speed trailer)   | 11.10             |
| 08/24        | 08/12/2024          | 38648           | Elan Cardmember Service   | 7665 - 7/24/2     | 04-44-5216            | Window for New Holland                 | 410.67            |
| 08/24        | 08/12/2024          | 38648           | Elan Cardmember Service   | 7665 - 7/24/2     | 01-45-5201            | Monthly Connectivity - park irrigation | 30.00             |
| 08/24        | 08/12/2024          | 38648           | Elan Cardmember Service   | 7665 - 7/24/2     | 01-45-5201            | Monthly Connectivity - park irrigation | 30.00             |
| 08/24        | 08/12/2024          | 38648           | Elan Cardmember Service   | 7665 - 7/24/2     | 01-45-5201            | Monthly Connectivity - park irrigation | 30.00             |
| 08/24        | 08/12/2024          | 38648           | Elan Cardmember Service   | 7665 - 7/24/2     | 01-45-5201            | Monthly Connectivity - park irrigation | 30.00             |
| 08/24        | 08/12/2024          | 38648           | Elan Cardmember Service   | 7665 - 7/24/2     | 01-45-5201            | Monthly Connectivity - park irrigation | 30.00             |
| 08/24        | 08/12/2024          | 38648           | Elan Cardmember Service   | 7665 - 7/24/2     | 04-44-5216            | PW05 - Tires                           | 1,442.04          |
| 08/24        | 08/12/2024          | 38648           | Elan Cardmember Service   | 7665 - 7/24/2     | 04-44-5216            | PW04 - Tires                           | 1,442.04          |
| 08/24        | 08/12/2024          | 38648           | Elan Cardmember Service   | 7665 - 7/24/2     | 04-44-5215            | Road Maintenance                       | 2,076.41          |
| 08/24        | 08/12/2024          | 38648           | Elan Cardmember Service   | 7665 - 7/24/2     | 04-44-5330            | PWX Training - BH                      | 958.00            |
| 08/24        | 08/12/2024          | 38648           | Elan Cardmember Service   | 7665 - 7/24/2     | 04-44-5330            | Airfare - PWX - BH                     | 73.98             |
| 08/24        | 08/12/2024          | 38648           | Elan Cardmember Service   | 7665 - 7/24/2     | 04-44-5330            | Airfare - PWX - BH                     | 260.48            |
| 08/24        | 08/12/2024          | 38648           | Elan Cardmember Service   | 7700 07/24/2      | 01-41-5330            | CW Hotel for CML Conf                  | 522.00            |
| 08/24        | 08/12/2024          | 38648           | Elan Cardmember Service   | 7700 07/24/2      | 01-40-5205            | Postage                                | 29.55             |
| 08/24        | 08/12/2024          | 38648           | Elan Cardmember Service   | 7700 07/24/2      | 01-40-5205            | Postage                                | 9.85              |
| 08/24        | 08/12/2024          | 38648           | Elan Cardmember Service   | 7700 07/24/2      | 01-40-5331            | Online Subscription - No Receipt       | 11.00             |
| 08/24        | 08/12/2024          | 38648           | Elan Cardmember Service   | 7700 07/24/2      | 01-40-5331            | Online Subscription - No Receipt       | 36.81             |
| 08/24        | 08/12/2024          | 38648           | Elan Cardmember Service   | 7700 07/24/2      | 01-41-5330            | CW Hotel for CML Conf                  | 522.00-           |
| 08/24        | 08/12/2024          | 38648           | Elan Cardmember Service   | 7700 07/24/2      | 01-40-5331            | Online Subscription - No Receipt       | 9.99              |
| 08/24        | 08/12/2024          | 38648           | Elan Cardmember Service   | 7700 07/24/2      | 01-41-5700            | BOT Meeting                            | 55.04             |
| 08/24        | 08/12/2024          | 38648           | Elan Cardmember Service   | 7700 07/24/2      | 01-41-5700            | BOT Meeting                            | 178.38            |
| 08/24        | 08/12/2024          | 38648           | Elan Cardmember Service   | 7700 07/24/2      | 01-40-5205            | Postage                                | 9.85              |
| 08/24        | 08/12/2024          | 38648           | Elan Cardmember Service   | 7700 07/24/2      | 01-40-5205            | Postage                                | 19.70             |
| 08/24        | 08/12/2024          | 38648           | Elan Cardmember Service   | 7700 07/24/2      | 01-40-5205            | Postage                                | 29.55-            |
| 08/24        | 08/12/2024          | 38648           | Elan Cardmember Service   | 7700 07/24/2      | 01-40-5203            | Uniform/Clothing - KM                  | 196.70-           |
| 08/24        | 08/12/2024          | 38648           | Elan Cardmember Service   | 7700 07/24/2      | 01-40-5331            | Online Subscription - No Receipt       | 18.99             |
| 08/24        | 08/12/2024          | 38648           | Elan Cardmember Service   | 7700 07/24/2      | 01-40-5331            | Software Subscription                  | 119.40            |
| 08/24        | 08/12/2024          | 38648           | Elan Cardmember Service   | 7700 07/24/2      | 01-40-5205            | Mass Mailing - postage                 | 584.54            |
| 08/24        | 08/12/2024          | 38648           | Elan Cardmember Service   | 7700 07/24/2      | 01-41-5330            | CMCA Training - MH                     | 845.00            |
| Total 38648: |                     |                 |                           |                   |                       |                                        | 12,528.07         |
| 08/24        | 08/12/2024          | 38649           | Erika Pflipsen            | 073124 - PFL      | 01-47-5200            | employee reimb - creamer               | 50.43             |
| Total 38649: |                     |                 |                           |                   |                       |                                        | 50.43             |
| 08/24        | 08/12/2024          | 38650           | EST Inc                   | 2-303562-00       | 14-44-8533            | CR 34 Bridge Design - May              | 11,977.33         |
| Total 38650: |                     |                 |                           |                   |                       |                                        | 11,977.33         |
| 08/24        | 08/12/2024          | 38651           | Fit For You Mead          | 1071              | 01-49-5265            | Sr. Exercise - July                    | 290.00            |
| Total 38651: |                     |                 |                           |                   |                       |                                        | 290.00            |
| 08/24        | 08/12/2024          | 38652           | FRONTIER SELF STORAGE     | 090124 - FR       | 01-40-5700            | Storage                                | 100.00            |
| Total 38652: |                     |                 |                           |                   |                       |                                        | 100.00            |
| 08/24        | 08/12/2024          | 38653           | Garretson's Sports Center | 15499             | 01-45-5203            | Bucket hats                            | 336.00            |
| 08/24        | 08/12/2024          | 38653           | Garretson's Sports Center | 15500             | 04-44-5203            | Trucker hats                           | 216.00            |
| 08/24        | 08/12/2024          | 38653           | Garretson's Sports Center | 15500             | 01-45-5203            | Trucker hats                           | 216.00            |
| Total 38653: |                     |                 |                           |                   |                       |                                        | 768.00            |

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|--------------|------------------|--------------|------------------------------|----------------|--------------------|-------------------------------------|----------------|
| 08/24        | 08/12/2024       | 38654        | Graves Consulting LLC        | 1497           | 01-40-5401         | 3 of 4 - Market Update Invoice      | 3,375.00       |
| 08/24        | 08/12/2024       | 38654        | Graves Consulting LLC        | 240817         | 01-40-5401         | 4 of 4 - Market Update Inv          | 3,375.00       |
| Total 38654: |                  |              |                              |                |                    |                                     | 6,750.00       |
| 08/24        | 08/12/2024       | 38655        | GRC Consulting Inc           | 16251          | 04-44-5360         | Street Sweeping - July              | 3,942.00       |
| Total 38655: |                  |              |                              |                |                    |                                     | 3,942.00       |
| 08/24        | 08/12/2024       | 38656        | GREEN MILL SPORTSMAN CLU     | 142            | 01-42-5330         | Shooting Range - Police 7/10        | 150.00         |
| Total 38656: |                  |              |                              |                |                    |                                     | 150.00         |
| 08/24        | 08/12/2024       | 38657        | HOME DEPOT CREDIT SERVIC     | 2769 07/21/2   | 01-49-5262         | Yard Waste cart                     | 379.88         |
| 08/24        | 08/12/2024       | 38657        | HOME DEPOT CREDIT SERVIC     | 2769 07/21/2   | 04-44-5254         | Grader Shed - door repair           | 21.97          |
| 08/24        | 08/12/2024       | 38657        | HOME DEPOT CREDIT SERVIC     | 2769 07/21/2   | 04-44-5215         | Sealing walks                       | 55.93          |
| Total 38657: |                  |              |                              |                |                    |                                     | 457.78         |
| 08/24        | 08/12/2024       | 38658        | Innovate Electric Inc        | 3218           | 01-40-5215         | Service call 7/19 - breaker/circuit | 180.00         |
| Total 38658: |                  |              |                              |                |                    |                                     | 180.00         |
| 08/24        | 08/12/2024       | 38659        | JVA INCORPORATED             | 14615          | 01-47-5405         | T.O.M. General Engineering          | 1,484.20       |
| 08/24        | 08/12/2024       | 38659        | JVA INCORPORATED             | 17810          | 01-47-5405         | T.O.M. General Engineering          | 1,268.90       |
| Total 38659: |                  |              |                              |                |                    |                                     | 2,753.10       |
| 08/24        | 08/12/2024       | 38660        | KENYON P. JORDAN PHD         | 2507-8         | 01-42-5075         | Background Check - BR               | 300.00         |
| Total 38660: |                  |              |                              |                |                    |                                     | 300.00         |
| 08/24        | 08/12/2024       | 38661        | KLEEN-TECH SERVICES CORP     | INV381365      | 01-40-5050         | Janitorial Services                 | 715.48         |
| 08/24        | 08/12/2024       | 38661        | KLEEN-TECH SERVICES CORP     | INV381365      | 01-42-5050         | Janitorial Services                 | 876.03         |
| 08/24        | 08/12/2024       | 38661        | KLEEN-TECH SERVICES CORP     | INV381365      | 01-47-5050         | Janitorial Services                 | 787.78         |
| Total 38661: |                  |              |                              |                |                    |                                     | 2,379.29       |
| 08/24        | 08/12/2024       | 38662        | Lisa Emmerman & Darrin Lahue | 072924 - 502   | 99-01-1075         | Refund overpayment. Account 502.04  | 64.28          |
| Total 38662: |                  |              |                              |                |                    |                                     | 64.28          |
| 08/24        | 08/12/2024       | 38663        | LITTLE THOMPSON WATER DIS    | 1003301 7/2    | 01-47-5305         | 1341 WC 34                          | 108.27         |
| 08/24        | 08/12/2024       | 38663        | LITTLE THOMPSON WATER DIS    | 347002 7/20/   | 04-44-5305         | 1782 WC 32                          | 41.53          |
| 08/24        | 08/12/2024       | 38663        | LITTLE THOMPSON WATER DIS    | 607001 7/20/   | 06-47-5305         | 5423 WC 32                          | 34.39          |
| 08/24        | 08/12/2024       | 38663        | LITTLE THOMPSON WATER DIS    | 618801 7/20/   | 01-45-5305         | 150 Main St                         | 50.34          |
| 08/24        | 08/12/2024       | 38663        | LITTLE THOMPSON WATER DIS    | 619202 7/20/   | 01-45-5305         | 401 3rd St                          | 34.39          |
| 08/24        | 08/12/2024       | 38663        | LITTLE THOMPSON WATER DIS    | 619802 7/20/   | 01-45-5305         | 242 Dillingham                      | 34.48          |
| 08/24        | 08/12/2024       | 38663        | LITTLE THOMPSON WATER DIS    | 620201 7/20/   | 01-45-5305         | 2700 WC 34.5                        | 4,982.67       |
| 08/24        | 08/12/2024       | 38663        | LITTLE THOMPSON WATER DIS    | 621801 7/20/   | 01-45-5305         | 190 1st St                          | 2,604.93       |
| 08/24        | 08/12/2024       | 38663        | LITTLE THOMPSON WATER DIS    | 622501 7/20/   | 01-45-5305         | 365 Welker                          | 50.34          |
| 08/24        | 08/12/2024       | 38663        | LITTLE THOMPSON WATER DIS    | 624409 7/20/   | 01-42-5305         | 201 Welker                          | 34.70          |
| 08/24        | 08/12/2024       | 38663        | LITTLE THOMPSON WATER DIS    | 650402 7/20/   | 01-40-5305         | 242 Main St                         | 34.39          |
| 08/24        | 08/12/2024       | 38663        | LITTLE THOMPSON WATER DIS    | 657602 7/20/   | 06-47-5305         | 4504 E Welker                       | 61.63          |
| 08/24        | 08/12/2024       | 38663        | LITTLE THOMPSON WATER DIS    | 657701 7/20/   | 01-45-5305         | 156 Eagle                           | 496.04         |
| 08/24        | 08/12/2024       | 38663        | LITTLE THOMPSON WATER DIS    | 657801 7/20/   | 01-42-5305         | 537 Main Police                     | 71.82          |

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| 08/24        | 08/12/2024       | 38663        | LITTLE THOMPSON WATER DIS      | 657901 7/20/   | 01-45-5305         | 16775 North Creek                    | 903.95         |
| 08/24        | 08/12/2024       | 38663        | LITTLE THOMPSON WATER DIS      | 658001 7/20/   | 01-45-5305         | 441 3rd St (6580)                    | 1,969.20       |
| 08/24        | 08/12/2024       | 38663        | LITTLE THOMPSON WATER DIS      | 658101 7/20/   | 01-45-5305         | 10 Fairburn                          | 50.34          |
| 08/24        | 08/12/2024       | 38663        | LITTLE THOMPSON WATER DIS      | 658201 7/20/   | 01-40-5305         | 441 3rd St                           | 57.97          |
| Total 38663: |                  |              |                                |                |                    |                                      | 11,621.38      |
| 08/24        | 08/12/2024       | 38664        | Little Thompson Water District | 080124 - LT    | 01-02-2306         | Case #24-9148 - Restitution          | 434.00         |
| Total 38664: |                  |              |                                |                |                    |                                      | 434.00         |
| 08/24        | 08/12/2024       | 38665        | LONGS PEAK WATER DISTRICT      | 5200605.01 -   | 01-45-5305         | Libert Ranch Irrigation              | 3,250.70       |
| Total 38665: |                  |              |                                |                |                    |                                      | 3,250.70       |
| 08/24        | 08/12/2024       | 38666        | MAIN STREET MAT COMPANY        | 233577         | 01-40-5210         | Mat svcs                             | 69.36          |
| 08/24        | 08/12/2024       | 38666        | MAIN STREET MAT COMPANY        | 233582         | 01-47-5210         | Mat svcs                             | 103.03         |
| Total 38666: |                  |              |                                |                |                    |                                      | 172.39         |
| 08/24        | 08/12/2024       | 38667        | Marisol Herman                 | 073124 - HE    | 01-40-5705         | employee reimbursements mileage      | 80.40          |
| 08/24        | 08/12/2024       | 38667        | Marisol Herman                 | 073124 - HE    | 01-41-5330         | employee reimbursements mieals - CMC | 31.00          |
| Total 38667: |                  |              |                                |                |                    |                                      | 111.40         |
| 08/24        | 08/12/2024       | 38668        | Matthew James                  | 000042         | 01-41-5841         | Meet, Greet, & Eat                   | 1,699.02       |
| Total 38668: |                  |              |                                |                |                    |                                      | 1,699.02       |
| 08/24        | 08/12/2024       | 38669        | McDonald Farms Enterprises     | 0116053-IN     | 06-47-5231         | WWTP                                 | 1,261.50       |
| 08/24        | 08/12/2024       | 38669        | McDonald Farms Enterprises     | 0116712-IN     | 06-47-5231         | 4505 WCR 34 - Hauling                | 1,354.00       |
| Total 38669: |                  |              |                                |                |                    |                                      | 2,615.50       |
| 08/24        | 08/12/2024       | 38670        | MEAD AREA CHAMBER OF CO        | 2024NNO-00     | 01-49-5262         | 2024 NNO Food                        | 1,476.40       |
| Total 38670: |                  |              |                                |                |                    |                                      | 1,476.40       |
| 08/24        | 08/12/2024       | 38671        | MJT Communications             | 14138          | 01-40-5401         | Computer - Admin                     | 1,160.00       |
| 08/24        | 08/12/2024       | 38671        | MJT Communications             | 14138          | 06-40-5401         | Computer - Sewer                     | 145.00         |
| 08/24        | 08/12/2024       | 38671        | MJT Communications             | 14138          | 20-40-5401         | Computer - MURA                      | 145.00         |
| Total 38671: |                  |              |                                |                |                    |                                      | 1,450.00       |
| 08/24        | 08/12/2024       | 38672        | Nectar HR                      | 22590          | 01-49-5349         | Wellness Rewards                     | 275.00         |
| Total 38672: |                  |              |                                |                |                    |                                      | 275.00         |
| 08/24        | 08/12/2024       | 38673        | NeoTreks, Inc                  | 03938          | 04-44-5331         | Plow Ops Subscription                | 350.00         |
| Total 38673: |                  |              |                                |                |                    |                                      | 350.00         |
| 08/24        | 08/12/2024       | 38674        | NEXTRUST INC.                  | 383936         | 06-40-5205         | Sewer Bills                          | 411.66         |
| 08/24        | 08/12/2024       | 38674        | NEXTRUST INC.                  | 383936         | 06-40-5410         | Sewer Bills                          | 205.34         |

M = Manual Check, V = Void Check



| GL Period    | Check Issue Date | Check Number | Payee                     | Invoice Number | Invoice GL Account | Description                         | Invoice Amount |
|--------------|------------------|--------------|---------------------------|----------------|--------------------|-------------------------------------|----------------|
| Total 38674: |                  |              |                           |                |                    |                                     | 617.00         |
| 08/24        | 08/12/2024       | 38675        | Northern Overhead Door Co | 9601           | 01-47-5215         | PW - Overhead Door                  | 275.00         |
| Total 38675: |                  |              |                           |                |                    |                                     | 275.00         |
| 08/24        | 08/12/2024       | 38676        | One Way Inc               | 341325         | 06-47-5310         | D13927E - 4504 Welker Trash         | 132.74         |
| 08/24        | 08/12/2024       | 38676        | One Way Inc               | 341352         | 01-47-5310         | D13927G - 1341 County Road 34 Trash | 79.49          |
| 08/24        | 08/12/2024       | 38676        | One Way Inc               | 341484         | 01-47-5310         | D13927H - 1341 County Rd 34 Recycle | 105.47         |
| 08/24        | 08/12/2024       | 38676        | One Way Inc               | 341536         | 01-42-5310         | D13927A - 537 Main St Trash         | 79.49          |
| 08/24        | 08/12/2024       | 38676        | One Way Inc               | 341537         | 01-42-5310         | D13927B - 537 Main St Recycle       | 51.09          |
| 08/24        | 08/12/2024       | 38676        | One Way Inc               | 341552         | 01-40-5310         | D13927C - 441 Third St Trash        | 79.49          |
| 08/24        | 08/12/2024       | 38676        | One Way Inc               | 341553         | 01-40-5310         | D13927D - 441 Third St Recycle      | 51.09          |
| 08/24        | 08/12/2024       | 38676        | One Way Inc               | 341593         | 01-42-5310         | D13927F - 201 Welker                | 27.29          |
| Total 38676: |                  |              |                           |                |                    |                                     | 606.15         |
| 08/24        | 08/12/2024       | 38677        | Pomp's Tire Service, Inc  | 1910015104     | 01-43-5216         | Tire Repair                         | 37.10          |
| Total 38677: |                  |              |                           |                |                    |                                     | 37.10          |
| 08/24        | 08/12/2024       | 38678        | RAMEY ENVIRONMENTAL COM   | 27888          | 06-47-5215         | Equipment                           | 867.74         |
| 08/24        | 08/12/2024       | 38678        | RAMEY ENVIRONMENTAL COM   | 27888          | 06-47-5391         | Lab Services                        | 213.12         |
| 08/24        | 08/12/2024       | 38678        | RAMEY ENVIRONMENTAL COM   | 27918          | 06-47-5396         | Raterink - July                     | 336.30         |
| 08/24        | 08/12/2024       | 38678        | RAMEY ENVIRONMENTAL COM   | 27944          | 06-47-5390         | Wastewater svcs - July'             | 6,065.79       |
| 08/24        | 08/12/2024       | 38678        | RAMEY ENVIRONMENTAL COM   | 27944          | 06-47-5215         | Equipment                           | 475.20         |
| 08/24        | 08/12/2024       | 38678        | RAMEY ENVIRONMENTAL COM   | 27944          | 06-47-5391         | Lab Services                        | 344.64         |
| Total 38678: |                  |              |                           |                |                    |                                     | 8,302.79       |
| 08/24        | 08/12/2024       | 38679        | Safebuilt                 | 473150         | 01-43-5460         | Plan Review/ Permit Inspection      | 11,794.25      |
| Total 38679: |                  |              |                           |                |                    |                                     | 11,794.25      |
| 08/24        | 08/12/2024       | 38680        | Slate Communications      | 3148           | 01-49-5261         | Comm Day Outreach                   | 393.75         |
| 08/24        | 08/12/2024       | 38680        | Slate Communications      | 3148           | 01-49-5401         | PD Education                        | 10,833.00      |
| Total 38680: |                  |              |                           |                |                    |                                     | 11,226.75      |
| 08/24        | 08/12/2024       | 38681        | SpeakWrite LLC            | 4DFAFD77       | 01-42-5343         | Multi Speake Word - MR              | 202.57         |
| Total 38681: |                  |              |                           |                |                    |                                     | 202.57         |
| 08/24        | 08/12/2024       | 38682        | STAPLES ADVANTAGE         | 7001593806     | 01-47-5210         | Supplies                            | 60.57          |
| 08/24        | 08/12/2024       | 38682        | STAPLES ADVANTAGE         | 7001593806     | 01-42-5200         | Supplies                            | 58.09          |
| 08/24        | 08/12/2024       | 38682        | STAPLES ADVANTAGE         | 7001593806     | 01-40-5200         | Keyboard & Mouse - KM               | 63.95          |
| 08/24        | 08/12/2024       | 38682        | STAPLES ADVANTAGE         | 7001593806     | 01-40-5200         | supplies                            | 389.92         |
| 08/24        | 08/12/2024       | 38682        | STAPLES ADVANTAGE         | 7001593806     | 01-40-5200         | supplies                            | 72.95          |
| 08/24        | 08/12/2024       | 38682        | STAPLES ADVANTAGE         | 7001593806     | 01-40-5210         | supplies                            | 14.97          |
| 08/24        | 08/12/2024       | 38682        | STAPLES ADVANTAGE         | 7001593806     | 01-42-5210         | supplies                            | 6.00           |
| Total 38682: |                  |              |                           |                |                    |                                     | 666.45         |
| 08/24        | 08/12/2024       | 38683        | SUNRISE ENVIRONMENTAL SCI | 147586         | 01-45-5210         | Park Supplies - restroom cleaner    | 270.76         |

M = Manual Check, V = Void Check

| GL<br>Period | Check<br>Issue Date | Check<br>Number | Payee                                | Invoice<br>Number | Invoice<br>GL Account | Description                        | Invoice<br>Amount |
|--------------|---------------------|-----------------|--------------------------------------|-------------------|-----------------------|------------------------------------|-------------------|
| Total 38683: |                     |                 |                                      |                   |                       |                                    | 270.76            |
| 08/24        | 08/12/2024          | 38684           | THE HARTFORD-GROUP BENE              | 9247095298        | 01-40-5066            | STD / LTD Insurance                | 192.51            |
| 08/24        | 08/12/2024          | 38684           | THE HARTFORD-GROUP BENE              | 9247095298        | 01-41-5066            | STD / LTD Insurance                | 10.14             |
| 08/24        | 08/12/2024          | 38684           | THE HARTFORD-GROUP BENE              | 9247095298        | 01-42-5066            | STD / LTD Insurance                | 407.66            |
| 08/24        | 08/12/2024          | 38684           | THE HARTFORD-GROUP BENE              | 9247095298        | 01-43-5066            | STD / LTD Insurance                | 234.99            |
| 08/24        | 08/12/2024          | 38684           | THE HARTFORD-GROUP BENE              | 9247095298        | 04-44-5066            | STD / LTD Insurance                | 263.45            |
| 08/24        | 08/12/2024          | 38684           | THE HARTFORD-GROUP BENE              | 9247095298        | 01-45-5066            | STD / LTD Insurance                | 250.91            |
| 08/24        | 08/12/2024          | 38684           | THE HARTFORD-GROUP BENE              | 9247095298        | 01-47-5066            | STD / LTD Insurance                | 166.45            |
| 08/24        | 08/12/2024          | 38684           | THE HARTFORD-GROUP BENE              | 9247095298        | 01-48-5066            | STD / LTD Insurance                | 32.34             |
| 08/24        | 08/12/2024          | 38684           | THE HARTFORD-GROUP BENE              | 9247095298        | 01-49-5066            | STD / LTD Insurance                | 119.49            |
| 08/24        | 08/12/2024          | 38684           | THE HARTFORD-GROUP BENE              | 9247095298        | 06-40-5066            | STD / LTD Insurance                | 104.09            |
| 08/24        | 08/12/2024          | 38684           | THE HARTFORD-GROUP BENE              | 9247095298        | 20-40-5066            | STD / LTD Insurance                | 94.06             |
| Total 38684: |                     |                 |                                      |                   |                       |                                    | 1,876.09          |
| 08/24        | 08/12/2024          | 38685           | The Preston & Gera Fayas Revoc       | 072924 - 364      | 99-01-1075            | Refund overpayment. Account 364.03 | 19.93             |
| Total 38685: |                     |                 |                                      |                   |                       |                                    | 19.93             |
| 08/24        | 08/12/2024          | 38686           | TOWN OF BERTHOUD                     | 116097            | 01-49-5260            | Baseball Field Rental - 2nd pmt    | 720.00            |
| Total 38686: |                     |                 |                                      |                   |                       |                                    | 720.00            |
| 08/24        | 08/12/2024          | 38687           | TOWN OF MEAD                         | 18.02 - 8/1/2     | 01-40-5305            | 242 Dillingham Ave                 | 49.82             |
| 08/24        | 08/12/2024          | 38687           | TOWN OF MEAD                         | 31.11 - 8/1/24    | 01-42-5305            | 201 Welker Sewer                   | 45.28             |
| 08/24        | 08/12/2024          | 38687           | TOWN OF MEAD                         | 338.01 - 8/1/     | 01-40-5305            | Town Hall Sewer                    | 59.77             |
| 08/24        | 08/12/2024          | 38687           | TOWN OF MEAD                         | 453.01 - 8/1/     | 01-42-5305            | PD Sewer (535 Main St)             | 136.15            |
| 08/24        | 08/12/2024          | 38687           | TOWN OF MEAD                         | 478.02 - 8/1/     | 01-40-5305            | 242 Main St                        | 49.82             |
| 08/24        | 08/12/2024          | 38687           | TOWN OF MEAD                         | 566.02 - 8/1/     | 01-45-5305            | Bean Plant Sewer (401 Third St)    | 49.82             |
| 08/24        | 08/12/2024          | 38687           | TOWN OF MEAD                         | 630.04 - 8/1/     | 01-40-5305            | 505 3rd St Sewer                   | 49.82             |
| Total 38687: |                     |                 |                                      |                   |                       |                                    | 440.48            |
| 08/24        | 08/12/2024          | 38688           | TRIDENT SECURITY SYSTEMS             | 40932             | 01-47-5399            | Alarm Monitoring - PW              | 105.00            |
| Total 38688: |                     |                 |                                      |                   |                       |                                    | 105.00            |
| 08/24        | 08/12/2024          | 38689           | US Bank Voyager Fleet Systems        | 8694028342        | 01-40-5253            | Fuel                               | 30.67             |
| 08/24        | 08/12/2024          | 38689           | US Bank Voyager Fleet Systems        | 8694028342        | 01-42-5253            | Fuel                               | 2,570.13          |
| 08/24        | 08/12/2024          | 38689           | US Bank Voyager Fleet Systems        | 8694028342        | 01-43-5253            | Fuel                               | 152.04            |
| 08/24        | 08/12/2024          | 38689           | US Bank Voyager Fleet Systems        | 8694028342        | 04-44-5253            | Fuel                               | 1,602.52          |
| 08/24        | 08/12/2024          | 38689           | US Bank Voyager Fleet Systems        | 8694028342        | 01-45-5253            | Fuel                               | 2,168.79          |
| 08/24        | 08/12/2024          | 38689           | US Bank Voyager Fleet Systems        | 8694028342        | 01-47-5253            | Fuel                               | 342.94            |
| 08/24        | 08/12/2024          | 38689           | US Bank Voyager Fleet Systems        | 8694028342        | 01-49-5253            | Fuel                               | 47.40             |
| 08/24        | 08/12/2024          | 38689           | US Bank Voyager Fleet Systems        | 8694028342        | 06-47-5253            | Fuel                               | 249.33            |
| Total 38689: |                     |                 |                                      |                   |                       |                                    | 7,163.82          |
| 08/24        | 08/12/2024          | 38690           | Utility Notification Center of Color | 224070941         | 06-47-5392            | Line locates                       | 500.52            |
| Total 38690: |                     |                 |                                      |                   |                       |                                    | 500.52            |
| 08/24        | 08/12/2024          | 38691           | Voiance Language Services LLC        | 2024055282        | 01-42-5343            | OPI Interpretation Services        | 37.26             |

M = Manual Check, V = Void Check

| GL<br>Period    | Check<br>Issue Date | Check<br>Number | Payee                 | Invoice<br>Number | Invoice<br>GL Account | Description                         | Invoice<br>Amount |
|-----------------|---------------------|-----------------|-----------------------|-------------------|-----------------------|-------------------------------------|-------------------|
| Total 38691:    |                     |                 |                       |                   |                       |                                     | 37.26             |
| 08/24           | 08/12/2024          | 38692           | Wilson & Company Inc  | 128266            | 14-44-8506            | SRTS 3rd St Trail                   | 24,136.55         |
| 08/24           | 08/12/2024          | 38692           | Wilson & Company Inc  | 128268            | 01-02-2615            | 1601 CR 38 Interchange (336)        | 45,973.81         |
| 08/24           | 08/12/2024          | 38692           | Wilson & Company Inc  | 128273            | 04-44-5405            | Sekich Business Pak                 | 31,517.09         |
| Total 38692:    |                     |                 |                       |                   |                       |                                     | 101,627.45        |
| 08/24           | 08/12/2024          | 38693           | WSB LLC               | 2-303562-00       | 14-44-8533            | CR 34 Bridge Design - June          | 3,074.75          |
| Total 38693:    |                     |                 |                       |                   |                       |                                     | 3,074.75          |
| 08/24           | 08/12/2024          | 38694           | UNITED POWER, INC.    | 609819            | 09-49-8516            | WO 202305005 - Community Center     | 66,710.88         |
| Total 38694:    |                     |                 |                       |                   |                       |                                     | 66,710.88         |
| 08/24           | 08/12/2024          | 38695           | UNITED POWER, INC.    | 609817            | 14-44-8503            | WO 202405009 - 3rd & Welker Project | 148,392.73        |
| Total 38695:    |                     |                 |                       |                   |                       |                                     | 148,392.73        |
| 08/24           | 08/07/2024          | 80724100        | All Copy Products Inc | 533864799         | 01-40-5315            | Copier Lease                        | 96.41             |
| 08/24           | 08/07/2024          | 80724100        | All Copy Products Inc | 533870457         | 01-47-5315            | Copier Lease                        | 78.23             |
| Total 80724100: |                     |                 |                       |                   |                       |                                     | 174.64            |
| 08/24           | 08/07/2024          | 80724101        | CEBT                  | INV 0067851       | 01-02-2310            | Health Insurance                    | 52,040.27         |
| 08/24           | 08/07/2024          | 80724101        | CEBT                  | INV 0067851       | 06-02-2310            | Health Insurance                    | 1,900.98          |
| 08/24           | 08/07/2024          | 80724101        | CEBT                  | INV 0067851       | 20-02-2310            | Health Insurance                    | 2,470.70          |
| Total 80724101: |                     |                 |                       |                   |                       |                                     | 56,411.95         |
| 08/24           | 08/07/2024          | 80724102        | TDS                   | 0006545 7/1       | 01-40-5325            | Internet                            | 460.30            |
| Total 80724102: |                     |                 |                       |                   |                       |                                     | 460.30            |
| 08/24           | 08/07/2024          | 80724103        | UNITED POWER          | 61303 - 07/1      | 01-45-5305            | 17029 CR 5                          | 11.90             |
| 08/24           | 08/07/2024          | 80724103        | UNITED POWER          | 88601 - 07/1      | 04-44-5305            | Streetlights                        | 3,231.18          |
| 08/24           | 08/07/2024          | 80724103        | UNITED POWER          | 92015 - 07/1      | 01-42-5305            | 201 Welker                          | 72.06             |
| Total 80724103: |                     |                 |                       |                   |                       |                                     | 3,315.14          |
| 08/24           | 08/07/2024          | 80724104        | XCEL ENERGY           | 886600276         | 01-42-5305            | 537 4th St - acct 53-2929790-5      | 54.50             |
| 08/24           | 08/07/2024          | 80724104        | XCEL ENERGY           | 886711109         | 01-42-5305            | 201 Welker - Acct # 53-0013609291-7 | 16.05             |
| 08/24           | 08/07/2024          | 80724104        | XCEL ENERGY           | 886751840         | 01-40-5305            | 299 Palmer                          | 52.41             |
| 08/24           | 08/07/2024          | 80724104        | XCEL ENERGY           | 886759208         | 01-47-5305            | 1341 CR 34                          | 94.25             |
| Total 80724104: |                     |                 |                       |                   |                       |                                     | 217.21            |
| 08/24           | 08/07/2024          | 80724105        | Xpress Bill Pay       | INV-XPR014        | 06-40-5701            | Credit Transaction                  | 603.29            |
| 08/24           | 08/07/2024          | 80724105        | Xpress Bill Pay       | INV-XPR014        | 01-40-5701            | Credit Transaction                  | 150.82            |
| 08/24           | 08/07/2024          | 80724105        | Xpress Bill Pay       | INV-XPR014        | 06-11-4160            | Credit Transaction - NSF            | 28.00             |
| Total 80724105: |                     |                 |                       |                   |                       |                                     | 782.11            |
| 08/24           | 08/12/2024          | 81224100        | CENTURY LINK          | 0831 - 07/25/     | 01-40-5300            | TH FAX - 0831                       | 83.31             |

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| GL Period       | Check Issue Date | Check Number | Payee                     | Invoice Number | Invoice GL Account | Description           | Invoice Amount |
|-----------------|------------------|--------------|---------------------------|----------------|--------------------|-----------------------|----------------|
| 08/24           | 08/12/2024       | 81224100     | CENTURY LINK              | 4018 - 08/01/  | 01-40-5300         | Elevator Line - 4018  | 80.79          |
| 08/24           | 08/12/2024       | 81224100     | CENTURY LINK              | 4770 - 07/25/  | 01-42-5300         | PD Fax - 4770         | 69.43          |
| Total 81224100: |                  |              |                           |                |                    |                       | 233.53         |
| 08/24           | 08/12/2024       | 81224101     | TRACTOR SUPPLY CREDIT PLA | 1350 07/21/2   | 01-45-5210         | Parks/Ponds restrooms | 19.98          |
| 08/24           | 08/12/2024       | 81224101     | TRACTOR SUPPLY CREDIT PLA | 1350 07/21/2   | 04-44-5216         | R.O.W. Mower          | 47.94          |
| 08/24           | 08/12/2024       | 81224101     | TRACTOR SUPPLY CREDIT PLA | 1350 07/21/2   | 04-44-5216         | R&M                   | 79.92          |
| 08/24           | 08/12/2024       | 81224101     | TRACTOR SUPPLY CREDIT PLA | 1350 07/21/2   | 01-45-5363         | Weed Control          | 339.98         |
| 08/24           | 08/12/2024       | 81224101     | TRACTOR SUPPLY CREDIT PLA | 1350 07/21/2   | 01-45-5216         | R&M                   | 55.46          |
| Total 81224101: |                  |              |                           |                |                    |                       | 543.28         |
| Grand Totals:   |                  |              |                           |                |                    |                       | 989,869.67     |

## Summary by General Ledger Account Number

| GL Account | Debit     | Credit      | Proof       |
|------------|-----------|-------------|-------------|
| 01-02-2000 | 945.66    | 188,034.78- | 187,089.12- |
| 01-02-2306 | 434.00    | .00         | 434.00      |
| 01-02-2310 | 52,040.27 | .00         | 52,040.27   |
| 01-02-2615 | 45,973.81 | .00         | 45,973.81   |
| 01-40-5050 | 715.48    | .00         | 715.48      |
| 01-40-5066 | 192.51    | .00         | 192.51      |
| 01-40-5200 | 570.90    | .00         | 570.90      |
| 01-40-5203 | .00       | 196.70-     | 196.70-     |
| 01-40-5205 | 653.49    | 29.55-      | 623.94      |
| 01-40-5210 | 156.48    | .00         | 156.48      |
| 01-40-5215 | 180.00    | .00         | 180.00      |
| 01-40-5253 | 30.67     | .00         | 30.67       |
| 01-40-5300 | 164.10    | .00         | 164.10      |
| 01-40-5305 | 354.00    | .00         | 354.00      |
| 01-40-5310 | 130.58    | .00         | 130.58      |
| 01-40-5315 | 524.76    | .00         | 524.76      |
| 01-40-5325 | 460.30    | .00         | 460.30      |
| 01-40-5331 | 750.18    | .00         | 750.18      |
| 01-40-5399 | 752.85    | .00         | 752.85      |
| 01-40-5401 | 12,497.05 | .00         | 12,497.05   |
| 01-40-5700 | 159.56    | 6.80-       | 152.76      |
| 01-40-5701 | 150.82    | .00         | 150.82      |
| 01-40-5705 | 80.40     | .00         | 80.40       |
| 01-41-5066 | 10.14     | .00         | 10.14       |
| 01-41-5330 | 2,898.00  | 522.00-     | 2,376.00    |
| 01-41-5700 | 399.38    | .27-        | 399.11      |
| 01-41-5841 | 1,699.02  | .00         | 1,699.02    |
| 01-42-5050 | 876.03    | .00         | 876.03      |
| 01-42-5066 | 407.66    | .00         | 407.66      |
| 01-42-5075 | 300.00    | .00         | 300.00      |
| 01-42-5200 | 91.79     | .00         | 91.79       |
| 01-42-5201 | 52.97     | .00         | 52.97       |
| 01-42-5203 | 44.99     | .00         | 44.99       |
| 01-42-5210 | 160.12    | .00         | 160.12      |
| 01-42-5216 | 805.53    | .00         | 805.53      |

M = Manual Check, V = Void Check

| GL Account | Debit     | Credit      | Proof       |
|------------|-----------|-------------|-------------|
| 01-42-5253 | 2,570.13  | .00         | 2,570.13    |
| 01-42-5254 | 161.86    | .00         | 161.86      |
| 01-42-5300 | 69.43     | .00         | 69.43       |
| 01-42-5305 | 430.56    | .00         | 430.56      |
| 01-42-5310 | 157.87    | .00         | 157.87      |
| 01-42-5315 | 204.73    | .00         | 204.73      |
| 01-42-5330 | 890.00    | .00         | 890.00      |
| 01-42-5343 | 239.83    | .00         | 239.83      |
| 01-43-5066 | 234.99    | .00         | 234.99      |
| 01-43-5216 | 37.10     | .00         | 37.10       |
| 01-43-5253 | 152.04    | .00         | 152.04      |
| 01-43-5331 | .00       | 160.00-     | 160.00-     |
| 01-43-5460 | 11,794.25 | .00         | 11,794.25   |
| 01-43-5700 | 95.87     | .00         | 95.87       |
| 01-45-5066 | 250.91    | .00         | 250.91      |
| 01-45-5201 | 150.00    | .00         | 150.00      |
| 01-45-5203 | 552.00    | .00         | 552.00      |
| 01-45-5210 | 290.74    | .00         | 290.74      |
| 01-45-5216 | 55.46     | .00         | 55.46       |
| 01-45-5253 | 2,168.79  | .00         | 2,168.79    |
| 01-45-5305 | 14,489.10 | .00         | 14,489.10   |
| 01-45-5363 | 339.98    | .00         | 339.98      |
| 01-47-5050 | 787.78    | .00         | 787.78      |
| 01-47-5066 | 166.45    | .00         | 166.45      |
| 01-47-5075 | 375.00    | .00         | 375.00      |
| 01-47-5200 | 50.43     | .00         | 50.43       |
| 01-47-5210 | 163.60    | .00         | 163.60      |
| 01-47-5215 | 575.00    | .00         | 575.00      |
| 01-47-5253 | 342.94    | .00         | 342.94      |
| 01-47-5305 | 202.52    | .00         | 202.52      |
| 01-47-5310 | 184.96    | .00         | 184.96      |
| 01-47-5315 | 78.23     | .00         | 78.23       |
| 01-47-5399 | 105.00    | .00         | 105.00      |
| 01-47-5405 | 2,753.10  | .00         | 2,753.10    |
| 01-47-5700 | 100.00    | .00         | 100.00      |
| 01-48-5040 | 1,500.00  | .00         | 1,500.00    |
| 01-48-5066 | 32.34     | .00         | 32.34       |
| 01-48-5235 | 1,411.80  | .00         | 1,411.80    |
| 01-48-5399 | 167.30    | .00         | 167.30      |
| 01-48-5455 | 1,000.00  | .00         | 1,000.00    |
| 01-49-5066 | 119.49    | .00         | 119.49      |
| 01-49-5236 | 311.81    | .00         | 311.81      |
| 01-49-5253 | 47.40     | .00         | 47.40       |
| 01-49-5260 | 720.00    | .00         | 720.00      |
| 01-49-5261 | 2,393.75  | .00         | 2,393.75    |
| 01-49-5262 | 1,872.28  | .00         | 1,872.28    |
| 01-49-5265 | 309.83    | .00         | 309.83      |
| 01-49-5331 | 80.00     | .00         | 80.00       |
| 01-49-5349 | 1,129.99  | 30.34-      | 1,099.65    |
| 01-49-5399 | 167.30    | .00         | 167.30      |
| 01-49-5401 | 10,833.00 | .00         | 10,833.00   |
| 04-02-2000 | 6,671.06  | 191,305.22- | 184,634.16- |
| 04-02-2005 | 8,705.37  | 6,671.06-   | 2,034.31    |
| 04-44-5066 | 263.45    | .00         | 263.45      |
| 04-44-5202 | 192.95    | .00         | 192.95      |
| 04-44-5203 | 216.00    | .00         | 216.00      |
| 04-44-5215 | 3,060.30  | .00         | 3,060.30    |

M = Manual Check, V = Void Check

| GL Account    | Debit        | Credit        | Proof       |
|---------------|--------------|---------------|-------------|
| 04-44-5216    | 3,422.61     | .00           | 3,422.61    |
| 04-44-5253    | 1,602.52     | .00           | 1,602.52    |
| 04-44-5254    | 38.96        | .00           | 38.96       |
| 04-44-5305    | 3,272.71     | .00           | 3,272.71    |
| 04-44-5330    | 1,292.46     | .00           | 1,292.46    |
| 04-44-5331    | 350.00       | .00           | 350.00      |
| 04-44-5360    | 3,942.00     | .00           | 3,942.00    |
| 04-44-5365    | 133,421.15   | .00           | 133,421.15  |
| 04-44-5369    | 7.65         | .00           | 7.65        |
| 04-44-5405    | 31,517.09    | .00           | 31,517.09   |
| 06-02-2000    | .00          | 17,134.06-    | 17,134.06-  |
| 06-02-2310    | 1,900.98     | .00           | 1,900.98    |
| 06-11-4160    | 28.00        | .00           | 28.00       |
| 06-40-5066    | 104.09       | .00           | 104.09      |
| 06-40-5205    | 411.66       | .00           | 411.66      |
| 06-40-5399    | 585.55       | .00           | 585.55      |
| 06-40-5401    | 373.25       | .00           | 373.25      |
| 06-40-5410    | 205.34       | .00           | 205.34      |
| 06-40-5701    | 603.29       | .00           | 603.29      |
| 06-47-5215    | 1,342.94     | .00           | 1,342.94    |
| 06-47-5231    | 3,525.50     | .00           | 3,525.50    |
| 06-47-5253    | 249.33       | .00           | 249.33      |
| 06-47-5305    | 96.02        | .00           | 96.02       |
| 06-47-5310    | 132.74       | .00           | 132.74      |
| 06-47-5390    | 6,065.79     | .00           | 6,065.79    |
| 06-47-5391    | 557.76       | .00           | 557.76      |
| 06-47-5392    | 500.52       | .00           | 500.52      |
| 06-47-5393    | 115.00       | .00           | 115.00      |
| 06-47-5396    | 336.30       | .00           | 336.30      |
| 09-02-2000    | 1,037.04     | 96,194.32-    | 95,157.28-  |
| 09-02-2005    | .00          | 1,037.04-     | 1,037.04-   |
| 09-49-8516    | 96,194.32    | .00           | 96,194.32   |
| 14-02-2000    | .00          | 189,743.23-   | 189,743.23- |
| 14-44-8503    | 149,801.73   | .00           | 149,801.73  |
| 14-44-8506    | 24,889.42    | .00           | 24,889.42   |
| 14-44-8533    | 15,052.08    | .00           | 15,052.08   |
| 18-02-2000    | .00          | 99,975.00-    | 99,975.00-  |
| 18-45-8511    | 99,975.00    | .00           | 99,975.00   |
| 20-02-2000    | .00          | 216,052.61-   | 216,052.61- |
| 20-02-2310    | 2,470.70     | .00           | 2,470.70    |
| 20-40-5066    | 94.06        | .00           | 94.06       |
| 20-40-5100    | 213,163.54   | .00           | 213,163.54  |
| 20-40-5401    | 324.31       | .00           | 324.31      |
| 99-01-1075    | 84.21        | .00           | 84.21       |
| 99-02-2000    | .00          | 84.21-        | 84.21-      |
| Grand Totals: | 1,007,177.19 | 1,007,177.19- | .00         |

Report Criteria:  
Report type: GL detail

M = Manual Check, V = Void Check



## Agenda Item Summary

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MEETING DATE: August 12, 2024

SUBJECT: **Ordinance No. 1063** – An Ordinance of the Town of Mead, Colorado, Amending Section 16-12-30 of the Mead Municipal Code Concerning an Updated Special Flood Hazard Area Map

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

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### SUMMARY

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The National Flood Insurance Program (NFIP) is a program that is managed by FEMA and enables property owners to purchase flood insurance. In return, communities agree to adopt and implement local floodplain management regulations that contribute to protecting lives and reducing the risk of new construction and substantial improvements from future flooding.

On June 26, 2017, the Town of Mead adopted Ordinance 849, which approved the Town's inclusion into the NFIP and created floodplain management regulations. Certain standards and required updates must be adopted as a condition of continued eligibility in the NFIP. This includes adoption of the current effective Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM) to which the regulations apply, as well as other modifications made by map revisions.

The Board of Trustees subsequently adopted Ordinance No. 1045 dated August 14, 2023 (the "2023 Ordinance") to amend certain provisions of the Town's floodplain management regulations, specifically to reference the updated Flood Insurance Study (FIS) dated November 30, 2023.

On September 26, 2024, a new FIS and FIRM will become effective for Weld County. Adoption of the new FIS/FIRM through an Ordinance update is required to maintain the Town's membership in the NFIP. Communities that fail to enact the necessary floodplain management regulations will be suspended from participation in the NFIP and subject to the prohibitions contained in Section 202(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) as amended, and 44 CFR Part 59.24.

Staff recommends adoption of the updated Ordinance, which will reference the most up-to-date FIS/FIRM for Weld County. The updated Ordinance changes Section 16-20-30(b) of the Mead Municipal Code to read as follows, with the ~~striktthrough~~ text indicating deletions and **bold underline** text indicating the change:

*Basis for establishing the Special Flood Hazard Area. The Special Flood Hazard Areas identified by the Federal Emergency Management Agency in a scientific and engineering report entitled, "The Flood Insurance Study, for Weld County, Colorado, and Incorporated ~~Communities~~ **Areas**" dated ~~November 30, 2023~~ **September 26, 2024**, with accompanying Flood Insurance Rate Maps and/or Flood Boundary-Floodway Maps (FIRM and/or FBFM) and any revisions thereto are hereby adopted by reference and declared to be a part of this Article. These Special Flood Hazard Areas identified by the FIS and attendant mapping are the minimum area of applicability of this Article and may be supplemented by studies designated and approved by the Board of Trustees. The Floodplain Administrator shall keep a*



*copy of the Flood Insurance Study (FIS), DFIRMs, FIRMs and/or FBFMs on file and available for public inspection.*

FINANCIAL CONSIDERATIONS

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No Financial considerations.

STAFF RECOMMENDATION/ACTION REQUIRED

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A motion to approve the August 12, 2024, consent agenda will approve the Ordinance update. If this item is pulled off the consent agenda for further discussion or questions, Staff recommends the following motion:

Suggested Motion:

“I move to adopt Ordinance No. 1063 – An Ordinance of the Town of Mead, Colorado, Amending Section 16-12-30 of the Mead Municipal Code Concerning an Updated Special Flood Hazard Area Map.”

ATTACHMENTS

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Ordinance No. 1063  
FEMA -Town of Mead Notification  
FINAL Summary of Map Actions

**TOWN OF MEAD, COLORADO  
ORDINANCE NO. 1063**

**AN ORDINANCE OF THE TOWN OF MEAD, COLORADO, AMENDING SECTION 16-12-30  
OF THE MEAD MUNICIPAL CODE CONCERNING AN UPDATED SPECIAL FLOOD  
HAZARD AREA MAP**

**WHEREAS**, in 2017, the Town of Mead Board of Trustees (“Board”) enacted Ordinance Number 849, adopting Article XII of Chapter 16 of the Mead Municipal Code (“MMC”) setting forth the Town’s floodplain management regulations in order to qualify for participation in the National Flood Insurance Program (the “NFIP”); and

**WHEREAS**, the Board subsequently adopted Ordinance No. 1045 dated August 14, 2023 (the “2023 Ordinance”) to amend certain provisions of the Town’s floodplain management regulations, specifically to reference the updated Flood Insurance Study dated November 30, 2023; and

**WHEREAS**, Section 16-12-30(b) of the MMC as amended by the 2023 Ordinance currently identifies Special Flood Hazard Areas as those areas identified by the Federal Emergency Management Agency (FEMA) in a report titled “*The Flood Insurance Study for Weld County, Colorado and Incorporated Communities*” dated November 30, 2023 (FIS), with accompanying Flood Insurance Rate Maps and/or Flood Boundary-Floodway Maps (FIRM and/or FBFM); and

**WHEREAS**, FEMA has notified the Town of Mead that the updated FIS and related FIRM/FBFM will be effective on September 26, 2024 (“Updated FIS”); and

**WHEREAS**, the Town’s continued participation in the NFIP is incumbent on a valid and effective floodplain ordinance and active floodplain development management by the Town’s designated Floodplain Administrator; and

**WHEREAS**, the Town is required, as a condition of continued eligibility in the NFIP, to include the Updated FIS (and updated FIRM) in the Town’s floodplain management regulations; and

**WHEREAS**, the NFIP provides flood insurance to property owners, renters and businesses, and having this coverage helps them recover faster when floodwaters recede; and

**WHEREAS**, the Board desires to amend Section 16-20-30 of the MMC to reflect that the Special Flood Hazard Areas will be identified using the Updated FIS; and

**WHEREAS**, the Board finds that adoption of this Ordinance will be in the best interest of the public health, safety, and welfare of all citizens.

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

**Section 1. Recitals Incorporated.** The foregoing recitals are incorporated herein as findings of the Board of Trustees.

**Section 2. Amend Subsection (b) of Section 16-12-30 of the Municipal Code.** Subsection (b) of Section 16-20-30 of the Mead Municipal Code is hereby amended as follows, with deletions shown in ~~strike through~~ and additions shown in **bold and underline**:

**Sec. 16-20-30. General Provisions.**

- (b) Basis for establishing the Special Flood Hazard Area. The Special Flood Hazard Areas identified by the Federal Emergency Management Agency in a scientific and engineering report entitled, “The Flood Insurance Study, ~~for~~ Weld County, Colorado, and Incorporated ~~Communities~~ Areas” dated ~~November 30, 2023~~ September 26, 2024, with accompanying Flood Insurance Rate Maps and/or Flood Boundary-Floodway Maps (FIRM and/or FBFM) and any revisions thereto are hereby adopted by reference and declared to be a part of this Article. These Special Flood Hazard Areas identified by the FIS and attendant mapping are the minimum area of applicability of this Article and may be supplemented by studies designated and approved by the Board of Trustees. The Floodplain Administrator shall keep a copy of the Flood Insurance Study (FIS), DFIRMs, FIRMs and/or FBFMs on file and available for public inspection.

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

**Section 4. Severability.** If any part, section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the Ordinance. The Board of Trustees hereby declares that it would have passed the Ordinance including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more part, section, subsection, sentence, clause or phrase is declared invalid.

**Section 5. Repealer.** All ordinances or resolutions, or parts thereof, in conflict with this Ordinance are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such ordinance nor revive any ordinance thereby.

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

**INTRODUCED, READ, PASSED, AND ADOPTED THIS 12<sup>TH</sup> DAY OF AUGUST, 2024.**

**ATTEST:**

**TOWN OF MEAD:**

By: \_\_\_\_\_  
Mary E. Strutt, MMC, Town Clerk

By: \_\_\_\_\_  
Colleen G. Whitlow, Mayor



# Federal Emergency Management Agency

Washington, D.C. 20472

March 26, 2024

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

IN REPLY REFER TO:  
19P

The Honorable Colleen Whitlow  
Mayor, Town of Mead  
P.O. Box 626  
Mead, CO 80542

Community Name: Town of Mead,  
Weld County,  
Colorado  
Community No.: 080218  
Map Panels Affected: See FIRM Index

Dear Mayor Whitlow:

This is to notify you of the final flood hazard determination for Weld County, Colorado, and Incorporated Areas, in compliance with Title 44, Chapter I, Part 67, Section 67.11, Code of Federal Regulations (CFR). This section requires that notice of final flood hazards shall be sent to the Chief Executive Officer of the community, all individual appellants, and the State Coordinating Agency, and shall be published in the *Federal Register*.

The statutory 90-day appeal period that was initiated for your community when the Department of Homeland Security's Federal Emergency Management Agency (FEMA) published a notice of proposed flood hazard determinations for your community in the local newspaper has elapsed. FEMA did not receive any appeals of the proposed flood hazard determinations or submittals regarding the Revised Preliminary Flood Insurance Study (FIS) report and Flood Insurance Rate Map (FIRM) during that time.

Accordingly, the flood hazard determinations for your community are considered final. The final notice for flood hazard determinations will be published in the *Federal Register* as soon as possible. The FIS report and FIRM for your community will become effective on September 26, 2024. Before the effective date, we will send your community final printed copies of the FIS report and FIRM. For insurance purposes, the community number and new suffix code for the panels being revised are indicated on the FIRM and must be used for all new policies and renewals.

Because the FIS report for your community has been completed, certain additional requirements must be met under Section 1361 of the National Flood Insurance Act of 1968, as amended, within 6 months from the date of this letter.

It must be emphasized that all the standards specified in 44 CFR Part 60.3(d) of the National Flood Insurance Program (NFIP) regulations must be enacted in a legally enforceable document. This includes adoption of the current effective FIS report and FIRM to which the regulations

apply and other modifications made by this map revision. Some of the standards should already have been enacted by your community in order to establish initial eligibility in the NFIP. Your community can meet any additional requirements by taking one of the following actions in this Paragraph of the NFIP regulations:

1. Amending existing regulations to incorporate any additional requirements of 44 CFR Part 60.3(d);
2. Adopting all the standards of 44 CFR Part 60.3(d) into one new, comprehensive set of regulations; or
3. Showing evidence that regulations have previously been adopted that meet or exceed the minimum requirements of 44 CFR Part 60.3(d).

Also, prior to the effective date, your community is required, as a condition of continued eligibility in the NFIP, to adopt or show evidence of adoption of the floodplain management regulations that meet the standards of 44 CFR Part 60.3(d) of the NFIP regulations by the effective date of the FIRM. These standards are the minimum requirements and do not supersede any State or local requirements of a more stringent nature.

Many states and communities have adopted building codes based on the International Codes (I-Codes); the model I-Codes (2009 and more recent editions) contain flood provisions that either meet or exceed the minimum requirements of the NFIP for buildings and structures. The model codes also contain provisions, currently found in an appendix to the International Building Code, that apply to other types of development and NFIP requirements. In these cases, communities should request review by the NFIP State Coordinator to ensure that local floodplain management regulations are coordinated (not duplicative or inconsistent) with the State or Local building code. FEMA's resource, *Reducing Flood Losses through the International Code: Coordinating Building Codes and Floodplain Management Regulations, 5th Edition (2019)*, provides some guidance on this subject and is available at <https://www.fema.gov/emergency-managers/risk-management/building-science/building-codes/flood>.

Communities that fail to enact the necessary floodplain management regulations will be suspended from participation in the NFIP and subject to the prohibitions contained in Section 202(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) as amended, and 44 CFR Part 59.24.

To assist your community in maintaining the FIRM, we have enclosed a Summary of Map Actions (SOMA) to document previous Letters of Map Change (LOMC) actions (i.e., Letters of Map Amendment, Letters of Map Revision) that will be affected when the revised FIRM panels referenced above become effective. If no LOMCs were issued previously for your community, you are receiving a SOMA for informational purposes only.

Once the FIS report and FIRM are printed and distributed, the digital files containing the flood hazard data for the entire county can be provided for use in a computer mapping system. These

files can be used in conjunction with other thematic data for floodplain management purposes, insurance requirements, and many other planning applications. Copies of the digital files of the FIRM panels may be obtained by calling our FEMA Mapping and Insurance eXchange (FMIX), toll free, at (877) 336-2627 (877-FEMA MAP) or by visiting the Map Service Center at <https://www.msc.fema.gov>. In addition, your community may be eligible for additional credits under our Community Rating System if you implement your activities using digital mapping files.

For assistance with your floodplain management ordinance or enacting the floodplain management regulations, please contact Doug Mahan, NFIP State Coordinator for Colorado by telephone at (303) 866-3441. If you should require any additional information, we suggest that you contact the Director, Mitigation Division of FEMA, Region 8 at (303) 235-4975 for assistance. If you have any questions concerning mapping issues in general or the enclosed SOMA, please call our FMIX at the telephone number shown above. Additional information and resources you may find helpful regarding the NFIP and floodplain management can be found on our website at <https://www.fema.gov/flood-maps>. Copies of these documents may also be obtained by calling our FMIX.

Sincerely,



Luis V. Rodriguez, P.E.  
Director, Engineering and Modeling Division  
Risk Management Directorate | Resilience

Enclosure:  
Final SOMA

cc: Community Map Repository  
Erika Rasmussen, Floodplain Administrator, Town of Mead

## FINAL SUMMARY OF MAP ACTIONS

Community: MEAD, TOWN OF

Community No: 080218

To assist your community in maintaining the Flood Insurance Rate Map (FIRM), we have summarized below the effects of the enclosed revised FIRM panel(s) on previously issued Letter of Map Change (LOMC) actions (i.e., Letters of Map Revision (LOMRs), Letter of Map Revision based on Fill (LOMR-Fs), and Letters of Map Amendment (LOMAs)) that will be affected when the revised FIRM becomes effective on September 26, 2024.

### 1. LOMCs Incorporated

The modifications effected by the LOMCs listed below will be reflected on the revised FIRM. In addition, these LOMCs will remain in effect until the revised FIRM becomes effective.

| LOMC | Case No. | Date Issued | Project Identifier | Original Panel | Current Panel |
|------|----------|-------------|--------------------|----------------|---------------|
|      |          |             | NO CASES RECORDED  |                |               |

### 2. LOMCs Not Incorporated

The modifications effected by the LOMCs listed below will not be reflected on the revised FIRM panels or will not be reflected on the revised FIRM panels because of scale limitations or because the LOMC issued had determined that the lot(s) or structure(s) involved were outside the Special Flood Hazard Area, as shown on the FIRM. These LOMCs will remain in effect until the revised FIRM becomes effective. These LOMCs will be revalidated free of charge 1 day after the revised FIRM becomes effective through a single revalidation letter that reaffirms the validity of the previous LOMCs.

#### 2A. LOMCs on Revised Panels

| LOMC | Case No.    | Date Issued | Project Identifier                                           | Original Panel | Current Panel |
|------|-------------|-------------|--------------------------------------------------------------|----------------|---------------|
| LOMA | 16-08-0487A | 04/11/2016  | NORTH CREEK AT MEAD, BLOCK 4, LOT 1 -- 16764 WEST VIEW DRIVE | 08123C1860E    | 08123C1860F   |
| LOMA | 16-08-0979A | 08/05/2016  | NORTH CREEK AT MEAD, BLOCK 4, LOT 3 -- 16758 WEST VIEW DRIVE | 08123C1860E    | 08123C1860F   |

#### 2B. LOMCs on Unrevised Panels

| LOMC | Case No. | Date Issued | Project Identifier | Original Panel | Current Panel |
|------|----------|-------------|--------------------|----------------|---------------|
|      |          |             | NO CASES RECORDED  |                |               |

## FINAL SUMMARY OF MAP ACTIONS

Community: MEAD, TOWN OF

Community No: 080218

### 3. LOMCs Superseded

The modifications effected by the LOMCs listed below have not been reflected on the Final revised FIRM panels because they are being superseded by new or revised flood hazard information or the information available was not sufficient to make a determination. The reason each is being superseded is noted below. These LOMCs will no longer be in effect when the revised FIRM becomes effective.

| LOMC | Case No. | Date Issued | Project Identifier | Reason Determination Will be Superseded |
|------|----------|-------------|--------------------|-----------------------------------------|
|      |          |             | NO CASES RECORDED  |                                         |

1. Insufficient information available to make a determination.
2. Lowest Adjacent Grade and Lowest Finished Floor are below the proposed Base Flood Elevation.
3. Lowest Ground Elevation is below the proposed Base Flood Elevation.
4. Revised hydrologic and hydraulic analyses.
5. Revised topographic information.
6. Superseded by another LOMC.

### 4. LOMCs To Be Redetermined

The LOMCs in Category 2 above will be revalidated through a single revalidation letter that reaffirms the validity of the determination in the previously issued LOMC. For LOMCs issued for multiple lots or structures where the determination for one or more of the lots or structures is no longer valid, the LOMC cannot be revalidated through this administrative process. Therefore, we will review the data previously submitted for the LOMC requests listed below and if appropriate issue a new determination for the affected properties after the effective date of the revised FIRM.

| LOMC | Case No. | Date Issued | Project Identifier | Original Panel | Current Panel |
|------|----------|-------------|--------------------|----------------|---------------|
|      |          |             | NO CASES RECORDED  |                |               |





## Agenda Item Summary

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MEETING DATE: August 12, 2024

SUBJECT: **Resolution No. 61-R-2024** - A Resolution of the Town of Mead, Colorado, Approving That Certain Amendment #1 to Intergovernmental Agreement with the State of Colorado (Acting by and through the Colorado Department of Transportation) for the 3<sup>rd</sup> Street and Welker Avenue Intersection Improvement Project (Project No. MFTM870-009 (25002))

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

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### SUMMARY

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The Town and the State of Colorado (acting by and through the Colorado Department of Transportation) (“CDOT”) previously entered into that certain Intergovernmental Agreement regarding the 3rd Street and Welker Avenue Intersection Improvements Project (Project No. MTF M870-009 (25002)) dated July 1, 2022 (the “Project IGA”). The Project IGA addresses the design and construction of the 3rd Street and Welker Avenue Intersection (the “Project”) and includes a maximum amount payable by the Town of \$332,600.00, representing 17.21% of the Project budget of \$1,932,600.00.

The Town and CDOT now wish to enter into that certain Amendment #1 to the Project IGA (“First Amendment”) to establish a new Project IGA maximum amount of \$3,140,475.00 (an increase of \$1,207,875.00). The Town/local agency match set forth in the First Amendment is \$540,475.00, representing 17.21% of the revised Project total of \$3,140,475.00 established by the First Amendment. The First Amendment is attached to the Resolution as **Exhibit 1**.

Resolution No. 61-R-2024 (the “Resolution”): (1) approves the First Amendment; (2) authorizes the Town Attorney in cooperation with the Town Manager and Town Engineer to make non-material changes to the First Amendment that do not materially increase the Town’s obligations; (3) delegates authority to the Mayor to execute the First Amendment on behalf of the Town when in final form; and (4) delegates authority to the Town Manager to execute such other documents or instruments as may be necessary to complete the Project in accordance with the terms of the Project IGA (as amended by the First Amendment).

Staff recommends approval of the Resolution (approving the First Amendment to the Project IGA).

## FINANCIAL CONSIDERATIONS

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As stated above, the First Amendment increases the Project IGA maximum amount of \$1,932,600.00 by \$1,207,875.00 to an amended Project IGA maximum amount of \$3,140,475.00.

The funding split established in the Project IGA [82.79% federal-aid funds and 17.21% in Town (local agency) matching funds] remains the same and is unchanged in the First Amendment. Given the increase in the Project IGA maximum amount, and as set forth above, the Town's contribution will increase from \$332,600.00 to \$540,475.00, representing 17.21% of the revised Project IGA maximum.

## STAFF RECOMMENDATION/ACTION REQUIRED

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A motion to approve the August 12, 2024 **consent agenda** will approve the Resolution (approving the First Amendment to the Project IGA and authorizing the Mayor to execute the First Amendment on behalf of the Town when in final form).

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

Suggested Motion:

“I move to adopt Resolution No. 61-R-2024, A Resolution of the Town of Mead, Colorado, Approving That Certain Amendment #1 to Intergovernmental Agreement with the State of Colorado (Acting by and through the Colorado Department of Transportation) for the 3rd Street and Welker Avenue Intersection Improvement Project (Project No. MTF M870-009 (25002)).”

## ATTACHMENTS

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Resolution No. 61-R-2024  
First Amendment to Project IGA

**TOWN OF MEAD, COLORADO  
RESOLUTION NO. 61-R-2024**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO,  
APPROVING THAT CERTAIN AMENDMENT #1 TO  
INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF COLORADO  
(ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF  
TRANSPORTATION) FOR THE 3<sup>RD</sup> STREET AND WELKER AVENUE  
INTERSECTION IMPROVEMENT PROJECT (PROJECT NO. MTF M870-009  
(25002))**

**WHEREAS**, the Town of Mead and the State of Colorado (acting by and through the Colorado Department of Transportation, or CDOT) entered into that certain Intergovernmental Agreement regarding the 3<sup>rd</sup> Street and Welker Avenue Intersection Improvement Project (Project No. MTF M870-009) on July 1, 2022 (the “Project IGA”); and

**WHEREAS**, the Project IGA was approved by the Board via Resolution No. 39-R-2022; and

**WHEREAS**, the Town and CDOT entered into the Project IGA for the design and construction of the 3rd Street and Welker Avenue Intersection Improvements Project; and

**WHEREAS**, the Town and CDOT desire to amend the Project IGA to update the funding provisions, specifically, the parties desire to: (1) increase the maximum funding amount set forth in the Project IGA to \$3,140,475.00 (an increase of \$1,207,875.00), and (2) to replace Exhibit C of the Project IGA with Exhibit C-1 as attached to that certain Amendment #1 to the Project IGA (“First Amendment”); and

**WHEREAS**, a copy of the First Amendment is attached to this Resolution as **Exhibit 1** and is incorporated herein by reference; and

**WHEREAS**, the First Amendment continues to contemplate 82.79% federal-aid funds (in the amount of \$2,600,000.00) and 17.21% in Town (local agency) matching funds for the Project (in the amount of \$540,475.00), for a total Project revised cost estimate of \$3,140,475.00; and

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

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

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

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

**Section 2.** The Board of Trustees hereby: (a) approves the First Amendment in the form attached hereto as **Exhibit 1**; (b) authorizes the Town Attorney in cooperation with the Town Manager and Town Engineer to make non-material changes to the First Amendment that do not materially increase the

Town's obligations; (c) authorizes the Mayor to execute the First Amendment on behalf of the Town when in final form; and (d) delegates all necessary authority to the Town Manager to execute such other documents or instruments as may be necessary to complete the Project in accordance with the terms of the Project IGA, as amended by the First Amendment.

**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 12<sup>TH</sup> DAY OF AUGUST, 2024.**

**ATTEST:**

**TOWN OF MEAD:**

By: \_\_\_\_\_  
Mary E. Strutt, MMC, Town Clerk

By: \_\_\_\_\_  
Colleen G. Whitlow, Mayor

**EXHIBIT 1**  
**AMENDMENT #1 TO PROJECT IGA (“FIRST AMENDMENT”)**

# STATE OF COLORADO AMENDMENT

Amendment #: 1

Project #: MTF M870-009 (25002)

## SIGNATURE AND COVER PAGE

|                                                     |                |                                                              |
|-----------------------------------------------------|----------------|--------------------------------------------------------------|
| <b>State Agency</b><br>Department of Transportation |                | <b>Amendment Routing Number</b><br>22-HA4-XC-00079-M0001     |
| <b>Local Agency</b><br>TOWN OF MEAD                 |                | <b>Original Agreement Routing Number</b><br>22-HA4-XC-00079  |
| <b>Agreement Maximum Amount</b>                     | \$3,140,475.00 | <b>Agreement Performance Beginning Date</b><br>July 01, 2022 |
|                                                     |                | <b>Initial Agreement Expiration Date</b><br>May 01, 2032     |

## THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

|                                                                                                                                                                                                            |                                                                                                                                                                                           |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>STATE OF COLORADO</b><br><b>Jared S. Polis, Governor</b><br>Department of Transportation<br>Shoshana M. Lew, Executive Director<br><br>_____<br>Keith Stefanik, P.E., Chief Engineer<br><br>Date: _____ |                                                                                                                                                                                           |
| <b>LOCAL AGENCY</b><br>TOWN OF MEAD<br><br>By: _____<br>*Signature<br><br>Name: _____<br>(Print Name)<br><br>Title: _____<br>(Print Title)<br><br>Date: _____                                              | <b>SECOND LOCAL AGENCY SIGNATURE, IF NEEDED</b><br>TOWN OF MEAD<br><br>By: _____<br>*Signature<br><br>Name: _____<br>(Print Name)<br><br>Title: _____<br>(Print Title)<br><br>Date: _____ |

In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

|                                                                                                                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>STATE CONTROLLER</b><br><b>Robert Jaros, CPA, MBA, JD</b><br><br>By: _____<br>Department of Transportation<br><br>Amendment Effective Date: _____ |
|------------------------------------------------------------------------------------------------------------------------------------------------------|

**1) PARTIES**

This Amendment (the "Amendment") to the Original Agreement shown on the Signature and Cover Page for this Amendment (the "Agreement") is entered into by and between the Local Agency and the State.

**2) TERMINOLOGY**

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Agreement shall be construed and interpreted in accordance with the Agreement.

**3) EFFECTIVE DATE AND ENFORCEABILITY**

**A. Amendment Effective Date**

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay the Local Agency for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in **§3.B** of this Amendment

**B. Amendment Term**

The Parties' respective performances under this Amendment and the changes to the Agreement contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Agreement.

**4) PURPOSE**

The Parties entered into the Agreement for the design and construction of the 3rd Street and Welker Avenue Intersection Improvements. project. The Parties now desire to update the Funding Provisions.

**5) MODIFICATIONS**

The Parties now desire to:

a) Increase agreement maximum amount from \$1,932,600.00 by \$1,207,875.00 to a new agreement maximum amount of \$3,140,475.00

b) Replace **Exhibit C** with **Exhibit C-1**, which is attached hereto. Any reference in the Agreement to **Exhibit C** shall now be a reference to **Exhibit C-1**.

**6) LIMITS OF EFFECT**

This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments or other modifications to the Agreement, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Agreement, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Agreement or any prior modification to the Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Agreement to the extent that this Amendment specifically modifies those Special Provisions.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

**EXHIBIT C-1 - FUNDING PROVISIONS****Town of Mead - MTF M870-009 (25002)****A. Cost of Work Estimate**

The Local Agency has estimated the total cost the Work to be \$3,140,475.00, which is to be funded as follows:

|                                                   |                                                                    |                                      |
|---------------------------------------------------|--------------------------------------------------------------------|--------------------------------------|
| <b>1. FUNDING</b>                                 |                                                                    |                                      |
| a.                                                | Federal Funds<br>(82.79% of CRP Award)                             | \$1,600,000.00                       |
| b.                                                | Local Agency Matching Funds<br>(17.21% of CRP Award)               | \$332,600.00                         |
| c.                                                | Federal Funds<br>(82.79% of Congressionally Directed Award)        | \$1,000,000.00                       |
| d.                                                | Local Agency Funds<br>(17.21% of Congressionally Directed Award)   | \$207,875.00                         |
| <b>TOTAL FUNDS ALL SOURCES</b>                    |                                                                    | <b>\$3,140,475.00</b>                |
| <b>2. OMB UNIFORM GUIDANCE</b>                    |                                                                    |                                      |
| a.                                                | Federal Award Identification Number (FAIN):                        | TBD                                  |
| b.                                                | Name of Federal Awarding Agency:                                   | FHWA                                 |
| c.                                                | Local Agency Unique Entity Identifier                              | GZSJK7MBMSZ6                         |
| d.                                                | Assistance Listing # Highway Planning and Construction             | ALN 20.205                           |
| e.                                                | Is the Award for R&D?                                              | No                                   |
| f.                                                | Indirect Cost Rate (if applicable)                                 | N/A                                  |
| g.                                                | Amount of Federal Funds Obligated by this Action:                  | \$0.00                               |
| h.                                                | Amount of Federal Funds Obligated to Date (including this Action): | \$0.00                               |
| <b>3. ESTIMATED PAYMENT TO LOCAL AGENCY</b>       |                                                                    |                                      |
| a.                                                | Federal Funds Budgeted                                             | \$2,600,000.00                       |
| b.                                                | Less Estimated Federal Share of CDOT-Incurred Costs                | \$0.00                               |
| <b>TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY</b>    |                                                                    | <b>82.79%</b> \$2,600,000.00         |
| <b>TOTAL ESTIMATED FUNDING BY LOCAL AGENCY</b>    |                                                                    | <b>17.21%</b> \$540,475.00           |
| <b>TOTAL PROJECT ESTIMATED FUNDING</b>            |                                                                    | <b>100.00%</b> <b>\$3,140,475.00</b> |
| <b>4. FOR CDOT ENCUMBRANCE PURPOSES</b>           |                                                                    |                                      |
| a.                                                | Total Encumbrance Amount (Federal funds + Local Agency funds)      | \$3,140,475.00                       |
| b.                                                | Less ROW Acquisition 3111 and/or ROW Relocation 3109               | \$0.00                               |
| <b>NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS</b> |                                                                    | <b>\$3,140,475.00</b>                |

Note: No funds are currently available. Design and Construction funds will become available after execution of an Option letter (Exhibit B) or formal Amendment.

|                         |                                    |             |        |
|-------------------------|------------------------------------|-------------|--------|
| WBS Element 25002.20.10 | Performance Period Start*/End Date | Const. 3301 | \$0.00 |
|                         | TBD-TBD                            |             |        |

\*The Local Agency should not begin work until all three (3) of the following are in place: 1) Phase Performance Period Start Date; 2) the execution of the document encumbering funds for the respective phase; and 3) Local Agency receipt of the official Notice to Proceed. Any work performed before these three (3) milestones are achieved will not be reimbursable.



## B. Funding Ratios

The funding ratio for the federal funds for this Work is 82.79% federal funds to 17.21% Local Agency funds, and this ratio applies only to the \$3,140,475.00 that is eligible for federal funding. All other costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds \$3,140,475.00, and additional federal funds are not available, the Local Agency shall pay all such excess costs. If the total cost of performance of the Work is less than \$3,140,475.00, then the amounts of Local Agency and federal funds will be decreased in accordance with the funding ratio described in **A1. This applies to the entire scope of Work.**

## C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be \$2,600,000.00. For CDOT accounting purposes, the federal funds of \$2,600,000.00 and the Local Agency funds of \$540,475.00 will be encumbered for a total encumbrance of \$3,140,475.00. The total budget of this project is \$3,140,475.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total cost of the Work is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that any cost is subject to revisions agreed to by the parties prior to bid and award. The maximum amount payable will be reduced without amendment when the actual amount of the Local Agency's awarded Agreement is less than the budgeted total of the federal funds and the Local Agency funds. The maximum amount payable will be reduced through the execution of an Option Letter as described in Section 7. E. of this contract. **This applies to the entire scope of Work.**

## D. Single Audit Act Amendment

All state and local government and non-profit organizations receiving \$750,000 or more from all funding sources defined as federal financial assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of 2 CFR part 200, subpart F (Audit Requirements) see also, 49 CFR 18.20 through 18.26. The Single Audit Act Amendment requirements applicable to the Local Agency receiving federal funds are as follows:

### i. **Expenditure less than \$750,000**

If the Local Agency expends less than \$750,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.

### ii. **Expenditure of \$750,000 or more-Highway Funds Only**

If the Local Agency expends \$750,000 or more, in Federal funds, but only received federal Highway funds (Catalog of Federal Domestic Assistance, CFDA 20.205) then a program specific audit shall be performed. This audit will examine the "financial" procedures and processes for this program area.

### iii. **Expenditure of \$750,000 or more-Multiple Funding Sources**

If the Local Agency expends \$750,000 or more in Federal funds, and the Federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.

### iv. **Independent CPA**

Single Audit shall only be conducted by an independent CPA, not by an auditor on staff. An audit is an allowable direct or indirect cost.



## Agenda Item Summary

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MEETING DATE: August 12, 2024

SUBJECT: **Resolution No. 62-R-2024** – A Resolution of the Town of Mead, Colorado, Approving an Agreement for Professional Services Between the Town of Mead and Concrete Conservation, LLC for Specialized Sewer System Sealing Services at the Raterink Lift Station

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

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### SUMMARY

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The Town of Mead (the “Town”) has recently discovered unplanned maintenance needs at a Town-owned wastewater facility, specifically the Raterink lift station that was installed in 2022 and is owned by the Town. The original liner that was installed in the wet well portion of the facility has failed and is in need of replacement to ensure the continued functionality of the Raterink lift station. The liner is peeling off and falling into the well, and the pieces are then being ingested into the pumps, potentially causing damage. The old liner and the debris must be removed from both wells, and the liner must be reinstalled to protect the integrity of the concrete in the wet wells.

The Town recently had all manholes, the splitter box, and grit chamber sealed at the main wastewater treatment plant as part of a construction contract awarded to Concrete Conservation, LLC, a Florida limited liability company (the “Contractor”) to install a high-quality lining called SpectraShield® (“SpectraShield”). The project was put out to bid on May 23, 2023 and the Contractor was the only qualified bidder to respond. The project was completed on time and within budget.

Town staff has solicited a quote from the Contractor to have repairs made at the Raterink lift station associated with the unplanned maintenance needs summarized above. The quote includes mobilization, vac truck services, removal of existing coating and cleaning of all structures by hydro-blasting, minor leak mitigation, and installing the SpectraShield liner (the “Services”). JVA, the Town’s engineering representative, has reviewed the quote. The Contractor is qualified to perform the Services, and JVA has confirmed that the Contractor’s proposed quote for the Services is reasonable.

Staff therefore recommends entering into an agreement for professional services with the Contractor to complete the Services for an amount not to exceed (“NTE”) sixty-six thousand eight hundred sixty-five dollars (\$66,865.00) (the “Agreement”). The Agreement is attached to the Resolution as **Exhibit 1**. In accordance with the Town’s sole source procurement provisions, which are included in the “General Restrictions and Guidelines” section of the Town’s Purchasing Policy, Town staff has also drafted a sole source justification letter, which is attached to this Agenda Item Summary.

Resolution No 62-R-2024 (the “Resolution”): (a) approves the Agreement with the Contractor to complete the Services; (b) authorizes the Town Attorney to make such changes as may be needed to correct any non-material errors or language that do not substantially increase the obligations of the Town; and (c) authorizes the Town Manager to execute the Agreement once in final form.

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## FINANCIAL CONSIDERATIONS

The approved 2024 budget identified funds in the following Funds:

06-47-5559 Capital Outlay – Chemical Phosphorus – Budget \$125,000

The Chemical Phosphorus project has been put on hold for an unidentified length of time due to permitting issues with the state. Project savings from the Chemical Phosphorous project will be re-allocated to the lining repairs needed at the Raterink lift station. The proposed Agreement with the Contractor includes a total NTE amount of \$66,865.00.

## STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the August 12, 2024, consent agenda will approve the Resolution. If this item is pulled off the consent for further discussion or questions, Staff recommends the following motion:

Suggested Motion:

“I move to approve Resolution 62-R-2024, A Resolution of the Town of Mead, Colorado, Approving an Agreement for Professional Services Between the Town of Mead and Concrete Conservation, LLC for Specialized Sewer System Sealing Services at the Raterink Lift Station.”

## ATTACHMENTS

Resolution No. 62-R-2024  
Sole Source Justification Letter  
Agreement for Professional Services (**Exhibit 1** to Resolution)



August 12, 2024

Ms. Helen Migchelbrink, Town Manager  
Town of Mead  
P.O. Box 626  
441 3<sup>rd</sup> Street  
Mead, CO 80542

RE: Concrete Conservation, LLC – Sole Source Justification

Ms. Migchelbrink,

Concrete Conservation, LLC, a Florida limited liability company (“CC”), provides the Town with specialized sewer system sealing services using Spectrashield® (“Spectrashield”) which is an advanced sewer system liner. Based on their excellent performance and familiarity with the Town facilities and ongoing service needs, the Town proposes to utilize CC for installation of sewer system lining services for a Town-owned lift station in accordance with the Town’s sole source procurement provisions which are included in the “General Restrictions and Guidelines” section of the Town’s Purchasing Policy. The justification for the sole source procurement includes the following:

1. CC is familiar with the Town operations and business needs and has previously provided manhole lining services at the Town’s sewer plant in October 2023 under the WWTF Structures and Interceptor Manholes Rehabilitation Project 2023-005. This project was competitively bid on May 23, 2023, and only one bid was received from CC. The project was completed on time and within budget which provided much needed maintenance for the manholes and splitter box associated with the infrastructure leading up to the plant. As there was only one bid on the previous project, utilizing CC will save the time it would take to rebid the project, likely with similar results.
2. Utilizing CC for services at the lift station will ensure that the Town will have the best product and service, consistent with previous installations, to ensure the facility will continue to operate efficiently and reliably for the foreseeable future. Spectrashield is a custom item and sole source procurement is therefore justified.
3. CC has prepared scope and pricing for the proposed installation of the Spectrashield liner used in the previous Project 2023-005, which has been reviewed by the Owner’s Representative (JVA) and is in-line with the engineer’s cost estimate.

The proposed contract totals \$66,865.00, and includes mobilization, vac truck services, removal of existing coating and cleaning of all structures by hydro-blasting, and minor leak mitigation. After cleaning, the Spectrashield product will be installed to manufacturer recommendations.



Sincerely,

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

**TOWN OF MEAD, COLORADO  
RESOLUTION NO. 62- R-2024**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING AN  
AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE TOWN OF  
MEAD AND CONCRETE CONSERVATION, LLC FOR SPECIALIZED SEWER  
SYSTEM SEALING SERVICES AT THE RATERINK LIFT STATION**

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

**WHEREAS**, the Town requires specialized sewer system sealing services at the Raterink lift station to ensure its continued functionality (the “Services”); and

**WHEREAS**, Town staff solicited a quote for the Services from Concrete Conservation, LLC, a Florida limited liability company (“Contractor”); and

**WHEREAS**, the Board of Trustees, after full consideration of the sole source justification letter and the recommendation of Town staff presented at the August 12, 2024 regular meeting, desires to enter into an agreement for professional services with the Contractor to complete the Services (the “Agreement”), a copy of which is attached to this Resolution as **Exhibit 1** and incorporated herein by reference, for an amount not to exceed Sixty-Six Thousand Eight Hundred Sixty-Five Dollars (\$66,865.00); and

**WHEREAS**, the Board of Trustees desires to approve the Agreement and further desires to delegate authority to the Town Manager to execute the Agreement once in final form.

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

**Section 1.** The Board of Trustees hereby: (a) approves the Agreement in substantially the form attached to this Resolution as **Exhibit 1**; (b) authorizes the Town Attorney to make such changes as may be needed to correct any non-material errors or language that do not substantially increase the obligations of the Town; and (c) authorizes the Town Manager to execute the Agreement once in final form.

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

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

**INTRODUCED, READ, PASSED, AND ADOPTED THIS 12<sup>TH</sup> DAY OF AUGUST, 2024.**

**ATTEST:**

**TOWN OF MEAD:**

By: \_\_\_\_\_  
Mary E. Strutt, MMC, Town Clerk

By: \_\_\_\_\_  
Colleen G. Whitlow, Mayor

**Exhibit 1**

Agreement for Professional Services  
(Concrete Conservation, LLC)

**Town of Mead, Colorado**  
**AGREEMENT FOR PROFESSIONAL SERVICES**

**Project/Services Name: Raterink Lift Station Rehabilitation Project**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into by and between the Town of Mead, a municipal corporation of the State of Colorado, with offices at 441 Third Street, Mead, Colorado 80542 (the “Town”), and Concrete Conservation, LLC, a Florida limited liability company with offices at 4527 Sunbeam Rd, Jacksonville, FL 32257 (“Contractor”) (each individually a “Party” and collectively the “Parties”).

**RECITALS**

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

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

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

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

**I. SCOPE OF SERVICES**

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

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



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

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

## **II. TERM AND TERMINATION**

A. Term. This Agreement shall commence on the date of mutual execution of the Parties (the "Effective Date") and shall continue until December 31, 2024 or until terminated as provided herein ("Termination Date"). The Parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriation.

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

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

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

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

C. Termination for Non-Performance. Should a party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party. Such notice shall specify the non-performance, provide a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purpose of this Section II.C, "reasonable time" shall not be less than five (5) business days. In

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

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

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

### **III. REPRESENTATIVES AND SUPERVISION**

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

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

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

#### IV. COMPENSATION

A. Not-to-Exceed Amount. Following execution of this Agreement by the Parties, the Contractor shall be authorized to and shall commence performance of the Services as described in **Exhibit A**, subject to the requirements and limitations on compensation as provided by this Section IV and its subsections. Compensation to be paid hereunder shall not exceed **Sixty-Six Thousand Eight Hundred Sixty-Five Dollars and 00/100 (\$66,865.00)** ("Not-to-Exceed Amount") unless a larger amount is agreed to by and between the Parties in accordance with the amendment requirements of this Agreement. Notwithstanding the amount specified in this Section, Contractor shall be paid only for work performed. Contractor shall not be paid until tasks identified in the Scope of Services are performed to the satisfaction of the Town. In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor as follows:

- ☐ If this box is checked, the Town shall pay Contractor on a time and materials basis in accordance with the rate schedule shown in **Exhibit B**. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for any fees, costs and expenses. Final payment may be requested by the Contractor upon completion of the Services and the Town's acceptance of all work or Services as set forth in **Exhibit A**.
- ☒ If this box is checked, the Town shall pay the Contractor the Not-to-Exceed Amount in a single lump sum payment net thirty days.

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

C. Reimbursable Expenses.

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

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

- ☒ None
- ☐ Vehicle Mileage (billed at not more than the prevailing per mile charge permitted by the IRS as a tax-deductible business expense)
- ☐ Printing and Photocopying Related to the Services (billed at actual cost)
- ☐ Long Distance Telephone Charges Related to the Services
- ☐ Postage and Delivery Services

- ☐ Lodging and Meals (but only with prior written approval of the Town as to dates and maximum amount)

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

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

## **V. PROFESSIONAL RESPONSIBILITY**

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

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

C. Subcontractors. The Parties recognize and agree that subcontractors may be utilized by the Contractor for the performance of certain Services if included and as described more particularly in **Exhibit A**; however, the engagement or use of subcontractors will not relieve or excuse the Contractor from performance of any obligations imposed in accordance with this Agreement and Contractor shall remain solely responsible for ensuring that any subcontractors engaged to perform Services hereunder shall perform such Services in accordance with all terms and conditions of this Agreement.

## **VI. INDEPENDENT CONTRACTOR**

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

B. Liability for Employment-Related Rights and Compensation. The Contractor shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Contractor, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. The Contractor will comply with all laws, regulations, municipal codes, and ordinances and other requirements and

standards applicable to the Contractor's employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. Accordingly, the Town shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits or any other amenities of employment to any of the Contractor's employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

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

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

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

## VII. INSURANCE

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

- ☐ The Contractor shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by the Contractor to be sufficient to meet or exceed the Contractor's minimum statutory and legal obligations arising under this Agreement ("Contractor Insurance"); OR

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

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

Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

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

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

## **VIII. INDEMNIFICATION**

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

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined

by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

## **IX. RESERVED**

## **X. REMEDIES**

A. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the Town may exercise the following remedial actions if the Contractor substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant, insufficient, incorrect, or improper performance, activities or inactions by the Contractor. The remedial actions include:

1. Suspend the Contractor's performance pending necessary corrective action as specified by the Town without the Contractor's entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or

2. Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or

3. Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the Town; and/or

4. Terminate this Agreement in accordance with this Agreement.

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

## **XI. RECORDS AND OWNERSHIP**

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



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

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

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

## **XII. MISCELLANEOUS**

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

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

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

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

**If to the Town:**

**If to Contractor:**

|                                                                                                                                               |                                                                                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| Town of Mead<br>Attn: Town Manager<br>441 Third Street<br>P.O. Box 626<br>Mead, Colorado 80542                                                | Concrete Conservation, LLC<br>Attn: Dan Sundvick<br>4527 Sunbeam Rd.<br>Jacksonville, FL 32257 |
| With Copy to:<br>Michow Guckenberger McAskin LLP<br>Attn: Mead Town Attorney<br>5299 DTC Blvd, Suite 300<br>Greenwood Village, Colorado 80111 | With Copy to:                                                                                  |

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

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

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

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

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

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

K. Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is

subject to annual appropriation, and thus any obligations of the Town hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

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

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

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

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

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

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

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

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

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

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

V. Web Accessibility Compliance Requirements. In the event the Services include Services related to the Town internet or intranet, or otherwise require the Contractor to provide documents that will be posted to the Town website, Contractor shall provide the Services subject to all applicable web accessibility requirements of C.R.S. § 24-34-802, as the same may be amended from time to time.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*

*SIGNATURE PAGES FOLLOW*

**THIS AGREEMENT is executed and made effective as provided above.**

**TOWN OF MEAD, COLORADO**

By: \_\_\_\_\_

Printed Name: Helen Migchelbrink

Title: Town Manager

Date of execution: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Mary Strutt, MMC, Town Clerk

APPROVED AS TO FORM (*excluding exhibits*):

\_\_\_\_\_  
Marcus McAskin, Town Attorney

**CONCRETE CONSERVATION, LLC:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of execution: \_\_\_\_\_

STATE OF COLORADO                    )  
                                                          ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing Agreement for Professional Services was subscribed, sworn to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ as \_\_\_\_\_ of Concrete Conservation, LLC, a Florida limited liability company.

My commission expires: \_\_\_\_\_

(S E A L)

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

**EXHIBIT A**  
**SCOPE OF SERVICES**

**SpectraShield®**



July 10, 2024

Bo Hurtado  
Town of Mead  
441 Third Street  
Mead, CO 80542

**Re: Raternick Lift Station Rehabilitation Project**  
**Sole Source Quote Number: 24-3487**

Bo,

Concrete Conservation, LLC is pleased to provide the following quotation for the above referenced project.

**Apply SpectraShield to the Following:**

**One Wetwell & One Overflow Wetwell (Both 6'x7'x23' – Approximately 1,384 Square Feet)**

**One Valve Vault (6'x7'x8' – Approximately 276 Square Feet)**

**One Meter Vault Manhole (4'x5.29' – Approximately 79 Square Feet)**

**Line at \$66,865/Lump Sum – Mobilization, Vactor Truck, Removal of Existing Coating and Cleaning of all structures by Hydro-Blasting and Minor Leak Mitigation Included in Price. By – Pass Pumping Provided by Others.**

- Should significant leak mitigation be necessary, pressure grouting using SpectraGrout® is available at the installed cost of \$350/gallon of material used.

This quote is subject to the Terms and Conditions attached hereto as Exhibit A. The quote for the Work does not include provisions for, or costs associated with, field measurements, bypassing, night work, flow control, M.O.T., site restoration, water supply, vactor services, debris removal site, permits, temporary roads, access to manholes beyond 65 feet, or any state and local taxes or fees that may be applicable to the Work.

This quote is valid for 90 days. The return of this quote signed by an authorized representative shall constitute acceptance of our offer and the terms and conditions attached hereto.

Invoices will be based on actual field measurements. Payment on invoices shall be made on the terms of net 30 days, and there shall be no retainage. Invoices remaining unpaid for thirty (30) days will bear interest of one and one-half percent (1.5%) per month. All claims for money due or to become due from Purchaser shall not be subject to deduction by Purchaser for any setoff or counterclaim.

**CONCRETE CONSERVATION, LLC,**

**PURCHASER,**

By: Dan Sundvick, Regional VP

Company: \_\_\_\_\_

Phone: 303-378-1101

By: \_\_\_\_\_

Email: dsundvick@spectrashield.com

Its: \_\_\_\_\_

Date: 7/10/2024

Date: \_\_\_\_\_

WWW.SPECTRASHIELD.COM • P.O. Box 57309 • Jacksonville, FL 32241  
4527 Sunbeam Rd. • Tel. (904) 419-4889 • Fax (904) 419-4892



## Agenda Item Summary

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MEETING DATE: August 12, 2024

SUBJECT: **Ordinance No. 1064** - An Ordinance of the Town of Mead, Colorado, Approving Certain Amendments to the *Mead Municipal Code* Establishing Development Standards for Renewable Energy Facilities.

PRESENTED BY: Jason Bradford, AICP, Community Development Director

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### SUMMARY

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In response to direction from the Town of Mead Board of Trustees (“Board”), Town staff has prepared amendments to the Land Use Code, attached to this Agenda Item Summary as exhibits to Ordinance No. 1064 (“Amendments”), to establish development standards and regulations for renewable energy production facilities, such as solar and wind energy (referred to generally as “REFs” or “facilities”).

Generally, the Amendments:

- Permit consumer-scale renewable energy equipment as an accessory use to a permitted principal use;
- Permit solar energy facilities as a use by right or conditional use (depending on the size and type of facility) in Light Industrial (LI) and Agricultural (AG) zone districts;
- Permit alternative power generation facilities (facilities other than solar) as conditional uses in LI and AG zone districts;
- Establish site plan application requirements for REFs, including a property maintenance plan, landscape plan, noise study, and decommissioning plan;
- Require a site plan agreement for all REFs;
- Establish specific use standards, including site and equipment maintenance requirements, setbacks, and landscaping; and
- Establish agricultural co-location regulations for REF sites.

### OVERVIEW

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The Town Board of Trustees adopted a twelve (12) month moratorium on renewable energy facility development applications on July 31, 2023, by adopting Ordinance No. 1043 (“Moratorium Ordinance”). The Moratorium Ordinance tasks Town staff with establishing zoning and development regulations and standards for REFs, in accordance with goals set out in the Town’s Comprehensive Plan.

At the time that the Board considered the Ordinance, the Board also approved a PUD (Planned Unit Development) zone change for a large solar energy production facility called Sugar Beet Solar PUD. Because the MMC currently has no standards specifically addressing solar energy production facilities, the PUD incorporates certain standards for the facility, including setbacks, and the requirement of a development agreement and decommissioning plan. Staff incorporated many of the standards and requirements for the Sugar Beet Solar PUD into the Amendments.



At the Town Board’s direction, when preparing the Amendments, Town staff also used the Weld County Solar Energy Facility regulations (Section 23-4-1030) as a template for solar energy production facilities. Town staff also consulted and researched other jurisdictions and planning publications for best practices related to REF regulations.

The Planning Commission held a public hearing on June 26, 2024, to consider the proposed regulations and to make a recommendation to the Board of Trustees regarding the Amendments. At the July 26<sup>th</sup> meeting, the Commission continued the hearing to July 17, 2024, to incorporate certain amendments to the proposed regulations that would allow for the co-location of agricultural uses on REF sites. Staff presented the regulations (as amended) to the Planning Commission at the July 17<sup>th</sup> continued public hearing and the Planning Commission proceeded to adopt Resolution No. 03-PC-2024, on July 17, 2024 (attached hereto), recommending approval of the Amendments.

## PROPOSED ALTERNATIVE ENERGY FACILITY REGULATIONS

The Amendments establish definitions related to renewable energy land uses, zone districts where the land uses would be allowed, and performance standards that address the unique and specific issues that are related to these land uses. An overview of the Amendments follows.

- Section 16-3-40 – Use Regulations. All facilities are limited to the Light Industrial (LI) and Agricultural (AG) zone districts. Some facilities are allowed by right and others are allowed with the approval of a conditional use permit.
- Section 16-3-60 – Accessory uses: The proposed Amendments permit solar, wind, and geothermal energy-generating equipment as an accessory use with the addition of subparagraph (g), which addresses consumer-scale renewable energy equipment, such as roof-top solar panels, small wind turbines, or geothermal heating equipment. This section allows these as accessory uses to an approved principal land use.
- Chapter 16, Article XV - Development Standards for Renewable Energy Facilities.

Section 16-15-10 – Definitions. This section establishes definitions for the various renewable energy land uses and defines words that are associated with those uses. Most notably, there are definitions for small, medium, and large solar energy facility (SEF); battery storage system; and renewable energy facility as a catch-all term including SEFs and other alternative power generation facilities. The definition of alternative power generation facility is limited to all such facilities except solar energy facilities.

Section 16-15-20 – Applicable Code Provisions. This section provides that REFs must comply with other applicable provisions of the MMC, including site plan and conditional use permitting requirements, and standards for the applicable zone district, such as lighting and signage.

Section 16-15-30 – Best Management Practices. This section requires facilities to follow best management practices provided by the Colorado Division of Parks and Wildlife if the Town elects to include such practices as a condition of site plan approval.

Section 16-15-40 – Additional Site Plan Application Requirements for Renewable Energy Facilities. This section identifies the application submittal requirements for all REF applications, such as a maintenance plan, noise study, decommissioning plan, landscape plan and maintenance covenant, fencing requirements, and transportation impact statement.

Section 16-15-50 – Site plan agreement. Operators of a proposed facility must enter into a site plan agreement at the time of site plan approval. The agreement shall cover financial security for

decommissioning of the project and requirements for provision of services to the site, as well as incorporating the decommissioning plan.

Section 16-15-60 – Specific Use Standards. This section identifies the unique performance standards that will be applied to REFs generally, and solar energy facilities more particularly, including height limitations; glare, dust and erosion control; underground cables and appurtenances; and equipment and site maintenance.

Section 16-15-70 – Setbacks. This section identifies specific setback standards for small, medium, and large facilities from lot lines, and for specific equipment, such as wind turbines, substations, and battery storage systems. Facilities that are adjacent to rights-of-way and residential uses must be setback at least one hundred (100) feet from the shared lot line unless landscape buffer requirements are met.

Section 16-15-80 – Certifications. This section requires certification that all facilities and appurtenant equipment comport with all applicable regulations.

Section 16-15-90 – Dedication of Trails. This section specifies requirements for all SEFs to dedicate trail corridors, where appropriate.

Section 16-15-100 – Landscaping and buffering requirements. This section specifies requirements for the landscaping and buffering of REFs sites. This section also provides for reductions to landscaping and buffering requirements when an REF site establishes a co-located agricultural land use or dedicates property for the establishment of regional trails.

## REVIEW CRITERIA

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The criteria by which text amendments to the Land Use Code are evaluated are set forth in Section 16-3-160 – Amendments, subsection (f), as follows:

“For the purpose of establishing and maintaining sound, stable and desirable development within the Town, the text of this Article shall not be amended except:

- (1) To correct a manifest error in the text of this Article; or
- (2) To provide for changes in administrative practices as may be necessary to accommodate changing needs of the community and the Town staff; or
- (3) To accommodate innovations in land use and development practices that were not contemplated at the adoption of this Article; or
- (4) To further the implementation of the goals and objectives of the Town Comprehensive Plan.”

## STAFF ANALYSIS

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Only one of the review criteria listed above must be met for proposed amendments to be approved. However, Staff believes that the proposed Amendments meet the following three (3) criteria:

- (2) To provide for changes in administrative practices as may be necessary to accommodate changing needs of the community and the Town staff
- (3) To accommodate innovations in land use and development practices that were not contemplated at the adoption of this Article
- (4) To further the implementation of the goals and objectives of the Town Comprehensive Plan

The Town’s Comprehensive Plan does support the development of renewable energy. Specifically, the following goals/policies/strategies are listed:

Chapter Two. II *Diverse Economy*

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

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

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

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

- Strategy 1C-1. Work with United Power and Xcel Energy to develop and promote programs and codes that encourage energy efficiency and access to renewable energy.
- Strategy 1C-2. Update the Land Use Code to streamline the permitting process for the development of renewable energy projects, similar to Weld County’s recently updated regulations.

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STAFF RECOMMENDATION/ACTION REQUIRED

Staff believes that the proposed Amendments satisfactorily meet applicable criteria for approval as set forth in Section 16-3-160 of the Mead Municipal Code and requests that the Board of Trustees approve Ordinance No. 1064.

Suggested Motion:

“I move to approve Ordinance No. 1064, An Ordinance of the Town of Mead, Colorado, Approving Certain Amendments to the *Mead Municipal Code* Establishing Development Standards for Renewable Energy Facilities.”

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ATTACHMENTS

- 1) Ordinance No. 1064
  - Exhibit A: Amendments to Section 16-3-40 – Use regulations
  - Exhibit B: Amendments to Section 16-3-60 – Accessory uses
  - Exhibit C: Amendments to Chapter 16, Articles (Creating New Article XV)
- 2) Planning Commission Resolution No. 03-PC-2024 (without Exhibits)

**TOWN OF MEAD, COLORADO  
ORDINANCE NO. 1064**

**AN ORDINANCE OF THE TOWN OF MEAD, COLORADO, APPROVING CERTAIN  
AMENDMENTS TO THE MEAD MUNICIPAL CODE ESTABLISHING DEVELOPMENT  
STANDARDS FOR RENEWABLE ENERGY FACILITIES**

**WHEREAS**, Section 16-3-160(d) of the Town of Mead Municipal Code ("MMC") sets forth that any amendments to the text of Chapter 16 of the MMC ("Land Use Code") may be initiated by the Board of Trustees, the Planning Commission, Town Staff, or the written application of any property owner or resident of the Town, and certain of such text amendments shall be reviewed and considered by the Planning Commission, prior to consideration by the Board of Trustees for enactment by ordinance; and

**WHEREAS**, the Board of Trustees established a one (1) year moratorium on development applications for renewable energy facilities on July 31, 2023, by and through adoption of Ordinance No. 1043; and

**WHEREAS**, the Board of Trustees directed Town staff to draft proposed regulations in order to establish development standards for renewable energy facilities in the Town; and

**WHEREAS**, Town Staff has prepared amendments to Chapter 16 of the MMC, including the addition of Article XV – Development Standards for Renewable Energy Facilities, as detailed in **Exhibits A-C**, attached to this Ordinance and incorporated herein (together, the "Amendments"), to establish development standards for renewable energy facilities in the Town of Mead; and

**WHEREAS**, the criteria by which text amendments to the Land Use Code are evaluated are set forth in Section 16-3-160(f) of the MMC; and

**WHEREAS**, the Planning Commission conducted the duly noticed public hearing regarding the Amendments on June 26, 2024, which hearing was continued to July 17, 2024; and

**WHEREAS**, following the conclusion of the public hearing, the Planning Commission adopted Resolution 03-PC-2024 recommending approval of the Amendments to the Board of Trustees; and

**WHEREAS**, the Board of Trustees conducted the duly noticed public hearing on July 29, 2024, which hearing was continued to August 12, 2024 at 6:00 p.m. at Town Hall; and

**WHEREAS**, in accordance with applicable requirements of the MMC, the Town Clerk has caused a notice of the Board of Trustees public hearing on the Amendments to be published no later than fifteen (15) days prior to the hearing in a newspaper of general circulation; and

**WHEREAS**, based upon evidence set forth in the Agenda Item Summary that was presented to the Board of Trustees and other evidence offered and accepted at the continued public hearing held on conducted on August 12, 2024, the Board of Trustees has determined that the Amendments satisfy the approval criterion set forth in Sec. 16-3-160(f)(2), (3) and (4) of the MMC,

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

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

**Section 2. Findings.** The Board of Trustees finds and determines that it reviewed the Amendments in accordance with the procedure set forth in Sec. 16-3-160 of the MMC and that the public hearing on the Amendments was held, conducted, and concluded in accordance with Sec. 16-3-160 of the MMC.

**Section 3.** The MMC is hereby amended as reflected in **Exhibits A-C** attached hereto.

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

**Section 5. Remaining provisions.** Except as specifically amended hereby, all other provisions of the MMC shall continue in full force and effect.

**Section 6. Codification Amendments.** The codifier of the Mead Municipal Code (MMC) is hereby authorized to make such numerical, technical and formatting changes as may be necessary to incorporate the provisions of this ordinance within the MMC.

**Section 7. Severability.** If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the ordinance. The Board of Trustees hereby declares that it would have passed the ordinance including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more part, section, subsection, sentence, clause or phrase is declared invalid.

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

**Section 9. Certification.** The Town Clerk shall certify to the passage of this ordinance and make not less than one copy of the adopted ordinance available for inspection by the public during regular business hours..

**INTRODUCED, READ, PASSED, AND ADOPTED THIS 12<sup>TH</sup> DAY OF AUGUST, 2024.**

**ATTEST:**

**TOWN OF MEAD:**

By: \_\_\_\_\_  
Mary E. Strutt, MMC, Town Clerk

By: \_\_\_\_\_  
Colleen G. Whitlow, Mayor

## **EXHIBIT A**

### **Amendments to Mead Municipal Code Section 16-3-40 – Use regulations.**

[To begin on the next page. Additions are shown underlined.]

## Sec. 16-3-40. Use regulations.

The principal uses allowed within the Residential, Nonresidential and Agricultural zoning districts are identified in Table 3.1 of this Section.

- (1) Use categories and specific uses. All of the use categories listed in the first column of Table 3.1 are defined in this code (Definitions and Terms). The first column of each of the use tables contains an abbreviated definition of the respective use category. If there is a conflict between the abbreviated definition and the full explanation contained in this code the provisions of full explanation will control. In some cases, "Specific Use Type" is listed in the second column of the table. If a Specific Use Type is listed in the table, that use type is allowed only within the districts that allow the broader use category.
- (2) Allowed uses. An "A" indicates that the listed use is allowed by right within the respective zoning district. Allowed uses are subject to all other applicable standards of the land use code.
- (3) Conditional uses. A "C" indicates that the listed use is allowed within the respective zoning district only after review and approval of a conditional use permit, in accordance with the review procedures in this code. Conditional uses are subject to all other applicable standards of the land use code.
- (4) Prohibited uses. A blank cell (one without an "A" or "C") indicates that the listed use type is not allowed within the respective zoning district, unless it is expressly allow by other regulation of this land use code.
- (5) Uses subject to specific regulations. Many uses are subject to use-specific regulations (in addition to general regulations that apply to development in general). The last column of the use table contains references to applicable use-specific standards.

**Table 3.1 Principal Uses Allowed**

| Use Category            | Specific Use Type                                     | Residential |       |       |       |        | Nonresidential |    |    |    | T  | Specified Use Standard (Reference No.) |
|-------------------------|-------------------------------------------------------|-------------|-------|-------|-------|--------|----------------|----|----|----|----|----------------------------------------|
|                         |                                                       | RSF-E       | RSF-1 | RSF-4 | RMF-8 | RMF-14 | DMU            | HC | GC | LI | AG |                                        |
| RESIDENTIAL             |                                                       |             |       |       |       |        |                |    |    |    |    |                                        |
| Household Living        | Accessory dwelling unit                               | A           | A     | C     |       |        | A              |    |    |    | A  |                                        |
|                         | Duplex                                                |             |       |       | A     | A      | C              | C  |    |    |    |                                        |
|                         | Manufactured housing park                             |             |       | C     | C     | A      | C              |    |    |    |    |                                        |
|                         | Multi-family units                                    |             |       |       | A     | A      | A              | C  | C  |    |    | 16-3-50(14)                            |
|                         | Rooming/boarding house                                |             |       |       | A     | A      | A              |    |    |    |    |                                        |
|                         | Single-family detached (include manufactured housing) | A           | A     | A     | A     | A      | C              |    |    |    | A  |                                        |
|                         | Townhomes                                             |             |       |       | A     | A      | A              | C  | C  |    |    |                                        |
|                         | All other household living                            |             |       | A     | A     | A      | A              | C  | C  |    |    |                                        |
| Group Living            | Assisted living facility                              | C           | C     | C     | C     | C      | C              | C  | C  |    | C  | 16-3-50(9)                             |
|                         | Large group living facility                           |             |       |       | C     | C      | C              | C  | C  | C  |    |                                        |
|                         | Small group living facility                           | C           | C     | C     | C     | C      | C              | C  | C  |    | C  |                                        |
|                         | Treatment facility                                    | C           | C     | C     | C     | C      | C              | C  | C  | C  | C  |                                        |
| INSTITUTIONAL AND CIVIC |                                                       |             |       |       |       |        |                |    |    |    |    |                                        |

|                               |                                          |   |   |   |   |   |   |   |   |   |   |                  |
|-------------------------------|------------------------------------------|---|---|---|---|---|---|---|---|---|---|------------------|
| Colleges & Vocational Schools | Colleges & universities                  |   |   |   | C | C | C | A | A | C |   |                  |
|                               | Vocational/technical/trade schools       |   |   |   |   |   | C | A | A | A |   |                  |
|                               | All other educational institutions       |   |   |   |   |   | C | C | C | C |   |                  |
| Community Service             | Community activity building              | A | A | A | A | A | A | A | A |   | C |                  |
|                               | All other community services             | C | C | C | C | C | C | A | A | C | C |                  |
| Cultural                      | Museums, art galleries, libraries        |   |   |   |   |   | A | A | A | C | C |                  |
| Day Care                      | Child care center, large                 |   |   |   |   | C | C | A | A | C |   |                  |
|                               | Child care center, small                 | C | C | C | C | C | C | C | A | C |   |                  |
|                               | Family child care, home                  | A | A | A | A | A |   |   |   |   |   |                  |
| Detention Facilities          | Jails, honor camps, reformatories        |   |   |   |   |   |   |   |   | C |   | Vote by Trustees |
|                               | Law enforcement rehab centers            |   |   |   |   |   |   |   |   | C |   | Vote by Trustees |
| Hospital/Clinic               | Medical & dental clinics                 |   |   |   |   | C | A | A | A | A |   |                  |
|                               | Counseling centers (nonresidential)      |   |   |   |   |   | A | A | A | A |   |                  |
|                               | Hospital/mental hospital                 |   |   |   |   |   | C | A | C | A |   |                  |
|                               | Physical & mental rehab (residential)    |   |   |   |   |   | C | A | C | A |   |                  |
|                               | All other                                |   |   |   |   |   | C | C | C | C |   |                  |
| Public Property               | Cemetery                                 | A | C | C | C | C | C | C | A | A | A |                  |
|                               | Golf course                              | A | A | C | C | A | C | C | A | A | A |                  |
|                               | Golf driving range                       | A | C | C | C | C | C | C | A | A | C |                  |
|                               | Parks                                    | A | A | A | A | A | A | A | A | A | A |                  |
|                               | Lakes and Reservoirs                     | A | A | C | C | C | C | C | C | A | A |                  |
|                               | All other Define                         | A | A | A | A | A | A | A | A | A | A |                  |
| Religious Assembly            | Churches, temples, synagogues & mosques  | A | A | A | A | A | A | A | A | A | A | 16-3 50(15)      |
| Safety Services               | Fire station, police station, all others | C | C | C | C | C | A | A | A | A | C |                  |
| Schools                       | Boarding school                          | C | C | C | C | A | A | A | A |   |   |                  |
|                               | Elementary schools                       | A | A | A | A | A | A | A | A |   | A |                  |
|                               | Secondary schools                        | A | A | A | A | A | A | A | A |   | A |                  |
| Utilities, Basic              | Utility service facilities (underground) | A | A | A | A | A | A | A | A | A | A |                  |
|                               | All other basic utilities                | C | C | C | C | C | C | C | A | A | C |                  |
| Utility Corridors             | Transmission lines (aboveground)         | C | C | C | C | C | C | C | C | A | C | 16-3-50(5)       |



|                                     |                                                   |   |   |   |   |   |   |   |   |   |   |                           |
|-------------------------------------|---------------------------------------------------|---|---|---|---|---|---|---|---|---|---|---------------------------|
|                                     | Transmission lines (underground)                  |   |   |   |   |   | C | C | A | A | C |                           |
|                                     | Utility treatment, production or service facility |   |   |   |   |   |   |   | C | C |   |                           |
|                                     | All other                                         | C | C | C | C | C | C | C | C | C | C |                           |
| <b>COMMERCIAL</b>                   |                                                   |   |   |   |   |   |   |   |   |   |   |                           |
| Entertainment Event, Major          | Indoor facilities                                 |   |   |   |   |   | C | C | C | C | C |                           |
|                                     | Outdoor facilities                                |   |   |   |   |   |   | C | C | C | C |                           |
| Lodging                             | Bed & breakfast (1—3 guest rooms)                 | A | A | A | A | A | A | A | A |   | A | 16-3-50(2)                |
|                                     | Bed & breakfast (4—5 guest rooms)                 | C | C | C | C | C | A | A | A |   | A |                           |
|                                     | Hotels and motels                                 |   |   |   |   |   | A | A | A |   |   |                           |
| Mixed Use Building                  | Mixed use building                                |   |   |   |   |   | A | A | A |   |   |                           |
| Offices                             | General offices                                   |   |   |   |   |   | C | A | A | A |   |                           |
|                                     | Office with drive-through                         |   |   |   |   |   |   | A | A |   |   |                           |
| Parking, Commercial                 | Parking lots or structure                         |   |   |   |   |   | A | A | A | A |   |                           |
| Recreation & Entertainment, Outdoor | Amusement park                                    |   |   |   |   |   |   | C | C | C |   |                           |
|                                     | Campgrounds                                       |   |   |   |   |   |   | A | A |   | A | 16-3-50(4)                |
|                                     | Drive-in theater                                  |   |   |   |   |   |   | C | C | C |   |                           |
|                                     | Miniature golf                                    |   |   |   |   |   |   |   | A | A |   |                           |
|                                     | Riding academy or equestrian area                 |   |   |   |   |   |   |   |   |   | A |                           |
|                                     | RV park                                           |   |   |   |   |   |   |   |   |   | C |                           |
|                                     | Shooting ranges                                   |   |   |   |   |   |   |   |   |   | C |                           |
|                                     | Swimming pools                                    |   |   |   |   | A | A | A | A |   | A |                           |
|                                     | Zoos                                              |   |   |   |   |   |   | C | C |   | C |                           |
|                                     | All other outdoor recreation                      |   |   |   |   |   |   | C | C | C | C |                           |
| Retail Sale & Services              | Adult entertainment                               |   |   |   |   |   |   |   |   | C |   | Subject to site approval. |
|                                     | Alcohol sales, retail                             |   |   |   |   |   | A | A | A | C |   |                           |
|                                     | Alcohol sales, by the drink (primary use)         |   |   |   |   |   | A | A | A | C |   |                           |
|                                     | Animal care/boarding/sales, indoor                | A |   |   |   |   |   | A | A | A | A |                           |
|                                     | Animal care/boarding/sales, outdoor               |   |   |   |   |   |   | C | C | C |   |                           |
|                                     | Brew pub                                          |   |   |   |   |   | A | A | A | C |   | As accessory              |

|                                        |                                                                                                      |  |  |  |  |   |   |   |   |   |  |                                            |
|----------------------------------------|------------------------------------------------------------------------------------------------------|--|--|--|--|---|---|---|---|---|--|--------------------------------------------|
|                                        |                                                                                                      |  |  |  |  |   |   |   |   |   |  | to an<br>allowed<br>restaurant<br>use only |
|                                        | Contractors & trade shops,<br>indoor<br>operation & storage                                          |  |  |  |  |   | A | A | A |   |  |                                            |
|                                        | Contractors & trade shops,<br>indoor<br>operation & outdoor<br>storage<br>(including heavy vehicles) |  |  |  |  |   |   | C | A | A |  |                                            |
|                                        | Contractors & trade shops,<br>outdoor<br>operation & outdoor<br>storage                              |  |  |  |  |   | C | C | A |   |  |                                            |
|                                        | Deliver & dispatch service<br>(vehicles<br>on-site)                                                  |  |  |  |  |   | C | C | A |   |  |                                            |
|                                        | Drive-through uses                                                                                   |  |  |  |  |   | C | C | C |   |  |                                            |
|                                        | Farm<br>implement/equipment<br>sales &<br>service                                                    |  |  |  |  |   | A | A | A | C |  | Site Plan<br>Required,<br>16-4-100         |
|                                        | Farmer's market/flea<br>market                                                                       |  |  |  |  | A | A | A | A | A |  | Subject to<br>Site<br>Approval.            |
|                                        | Feed store                                                                                           |  |  |  |  |   |   | A | A | C |  |                                            |
|                                        | Food services, catering                                                                              |  |  |  |  | A | A | A | A |   |  |                                            |
|                                        | Food services, restaurant<br>(including<br>alcohol sales)                                            |  |  |  |  | A | A | A | A |   |  |                                            |
|                                        | Food services, restaurant<br>with<br>drive-through                                                   |  |  |  |  |   | C | C | C |   |  |                                            |
|                                        | Fuel sales,<br>automotive/appliance                                                                  |  |  |  |  |   | A | A | A |   |  |                                            |
|                                        | Fuel sales, heavy vehicle                                                                            |  |  |  |  |   | A |   | A |   |  |                                            |
| Retail Sale &<br>Services,<br>(cont'd> | General retail sales, indoor<br>operations display &<br>storage                                      |  |  |  |  | A | A | A | A |   |  |                                            |
|                                        | General retail sales,<br>outdoor<br>operations display &<br>storage                                  |  |  |  |  |   | C | C | A |   |  | 16-3<br>50(11)<br>16-3<br>50(16)           |
|                                        | Landscape material sales                                                                             |  |  |  |  |   |   |   | A | A |  |                                            |

|                                                                |                                                                                   |  |  |  |  |  |   |   |   |   |   |                                            |
|----------------------------------------------------------------|-----------------------------------------------------------------------------------|--|--|--|--|--|---|---|---|---|---|--------------------------------------------|
|                                                                | Manufactured building sales, service & storage                                    |  |  |  |  |  |   |   |   | A |   |                                            |
|                                                                | Rental service, indoor display/storage                                            |  |  |  |  |  |   | A | A | A |   |                                            |
|                                                                | Rental service, outdoor display/storage                                           |  |  |  |  |  |   | C | C | A |   |                                            |
|                                                                | Repair, small appliance                                                           |  |  |  |  |  |   | A | A | A |   |                                            |
|                                                                | Repair, large appliance                                                           |  |  |  |  |  |   |   | A | A |   |                                            |
|                                                                | Personal services                                                                 |  |  |  |  |  | A | A | A | A |   |                                            |
|                                                                | All other retail sales & services                                                 |  |  |  |  |  | A | A | A | C |   |                                            |
| Self-Service Storage                                           | Mini-storage warehouse, self-service storage, open air storage facilities         |  |  |  |  |  |   |   | A | A |   | 16-3-50 (18), Site Plan Required, 16-4-100 |
| Vehicle Repair                                                 | Auto & light truck mechanical repair                                              |  |  |  |  |  |   | A | A | A |   |                                            |
|                                                                | Body shop                                                                         |  |  |  |  |  |   |   | A | A |   |                                            |
|                                                                | Truck stop/travel plaza                                                           |  |  |  |  |  |   | C |   | A |   |                                            |
|                                                                | Tire recapping & storage                                                          |  |  |  |  |  |   |   |   | A |   |                                            |
|                                                                | All other vehicle repair                                                          |  |  |  |  |  |   |   | C | A |   |                                            |
|                                                                | Car wash                                                                          |  |  |  |  |  |   | C | C | A |   |                                            |
| Vehicle Service, Limited                                       | Gasoline service station                                                          |  |  |  |  |  |   | A | A | A |   |                                            |
|                                                                | Quick lubrication                                                                 |  |  |  |  |  |   | A | A | A |   |                                            |
|                                                                | All other vehicle service, limited                                                |  |  |  |  |  |   |   | A | A |   |                                            |
| <b>INDUSTRIAL</b>                                              |                                                                                   |  |  |  |  |  |   |   |   |   |   |                                            |
| Manufacturing & Production - Indoor Operation - Indoor Storage | Assembly                                                                          |  |  |  |  |  |   | A | A |   | A |                                            |
|                                                                | Brewery, distillery, winery (5,000 sq. ft. or less, with an on-site tasting room) |  |  |  |  |  | A | A | A | A | A |                                            |
|                                                                | Brewery, distillery, winery (over 5,000 sq. ft. with an onsite tasting room)      |  |  |  |  |  |   | A | A | A | A |                                            |
|                                                                | Brewery, distillery, winery without an on-site tasting room                       |  |  |  |  |  |   |   |   | A |   |                                            |
|                                                                | Hazardous materials                                                               |  |  |  |  |  |   |   |   | C |   |                                            |
|                                                                | Food products                                                                     |  |  |  |  |  |   |   |   | A |   |                                            |
|                                                                | Manufacturing/processing                                                          |  |  |  |  |  |   |   |   | A |   |                                            |
| Manufacturing & Production -                                   | Assembly                                                                          |  |  |  |  |  |   |   |   | A |   |                                            |
|                                                                | Hazardous materials                                                               |  |  |  |  |  |   |   |   | C |   |                                            |

|                                             |                                                                     |   |   |   |  |  |  |  |   |   |   |            |
|---------------------------------------------|---------------------------------------------------------------------|---|---|---|--|--|--|--|---|---|---|------------|
| indoor<br>Operation -<br>Outdoor<br>Storage | Food products                                                       |   |   |   |  |  |  |  |   | A |   |            |
|                                             | Manufacturing/processing                                            |   |   |   |  |  |  |  |   | A |   |            |
| Outdoor<br>Operations &<br>Storage          | Assembly                                                            |   |   |   |  |  |  |  |   | A |   |            |
|                                             | Hazardous materials                                                 |   |   |   |  |  |  |  |   | C |   |            |
|                                             | Food products                                                       |   |   |   |  |  |  |  |   | A |   |            |
|                                             | Manufacturing/processing                                            |   |   |   |  |  |  |  |   | A |   |            |
|                                             | All other industrial service                                        |   |   |   |  |  |  |  |   | A |   |            |
| Warehouse &<br>Freight<br>Movement          | Indoor operation, storage<br>& loading                              |   |   |   |  |  |  |  |   | A |   |            |
|                                             | Hazardous materials                                                 |   |   |   |  |  |  |  |   | C |   |            |
|                                             | Indoor operation, with<br>outdoor<br>loading docks                  |   |   |   |  |  |  |  |   | A |   |            |
|                                             | Outdoor storage or<br>loading                                       |   |   |   |  |  |  |  |   | A |   |            |
|                                             | Gas or petroleum storage                                            |   |   |   |  |  |  |  |   | A |   |            |
|                                             | Sand or gravel storage                                              |   |   |   |  |  |  |  |   | A |   |            |
|                                             | All other                                                           |   |   |   |  |  |  |  |   | A |   |            |
| Waste-Related<br>Activities                 | Nonhazardous waste<br>transfer                                      |   |   |   |  |  |  |  |   | C |   |            |
|                                             | Medical/hazardous waste<br>transfer<br>station                      |   |   |   |  |  |  |  |   | C |   |            |
|                                             | Recycling collection                                                |   |   |   |  |  |  |  |   | A | A |            |
|                                             | All other waste related                                             |   |   |   |  |  |  |  |   | A | A |            |
| Wholesale<br>Sales                          | Wholesale business (no<br>highly<br>flammable<br>materials/liquids) |   |   |   |  |  |  |  | C | A |   |            |
|                                             | Hazardous waste                                                     |   |   |   |  |  |  |  |   | C |   |            |
|                                             | Agricultural products                                               |   |   |   |  |  |  |  | A | A |   |            |
|                                             | All other wholesale uses                                            |   |   |   |  |  |  |  | C | A |   |            |
| <b>OTHER</b>                                |                                                                     |   |   |   |  |  |  |  |   |   |   |            |
| Agricultural                                | Animal confinement                                                  | A |   |   |  |  |  |  |   | C | A | 16-3-50(6) |
|                                             | Beekeeping                                                          | A | A | A |  |  |  |  |   |   | A |            |
|                                             | Hazardous materials                                                 |   |   |   |  |  |  |  |   | C | C |            |
|                                             | Dairy                                                               |   |   |   |  |  |  |  |   |   | A |            |
|                                             | Confined animal feeding<br>operation,<br>feedlot                    | C |   |   |  |  |  |  |   |   | C | 16-3-50(6) |
|                                             | Pasture                                                             | A |   |   |  |  |  |  |   |   | A |            |
|                                             | All other agriculture                                               | C |   |   |  |  |  |  |   |   | A |            |

|                                                                                                        |                                                                                                                  |   |   |   |   |   |   |   |   |          |          |                          |
|--------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|---|---|---|---|---|---|---|---|----------|----------|--------------------------|
| Aviation or Surface Passenger Terminal                                                                 | Airports/heliports                                                                                               |   |   |   |   |   |   |   |   |          | C        |                          |
|                                                                                                        | Hazardous materials                                                                                              |   |   |   |   |   |   |   |   |          | C        |                          |
|                                                                                                        | Bus/commuter stops                                                                                               | A | A | A | A | A | A | A | A | A        | A        |                          |
|                                                                                                        | Bus/railroad depot                                                                                               |   |   |   |   |   |   |   | C | C        | A        |                          |
|                                                                                                        | All other aviation or surface passenger terminal                                                                 |   |   |   |   |   |   |   | C | C        | C        |                          |
| Mining                                                                                                 | Oil and gas drilling                                                                                             | C | C | C | C | C | C | C | C | C        | C        | 16-3 50(19)              |
|                                                                                                        | Hazardous materials                                                                                              |   |   |   |   |   |   |   |   |          | C        |                          |
|                                                                                                        | Sand or gravel extraction or processing                                                                          |   |   |   |   |   |   |   |   |          | C        | 16-3 50(13)              |
|                                                                                                        | All other mining                                                                                                 |   |   |   |   |   |   |   |   |          | C        |                          |
| Telecom Facilities                                                                                     | Telecommunication support structures                                                                             |   |   |   |   |   |   | C | C | C        | C        | Ch. 16, Art. IX          |
|                                                                                                        | Telecommunications facilities                                                                                    |   |   |   |   |   | C | C | C | C        | C        | Ch. 16, Art. IX          |
| Parks, Open Space, Public Buildings, Publicly Owned Maintenance Facilities, Water And Sewer Facilities |                                                                                                                  | A | A | A | A | A | A | A | A | A        | A        |                          |
| <u>Renewable Energy Facilities</u>                                                                     | <u>Alternative Power Generation Facilities</u>                                                                   |   |   |   |   |   |   |   |   | <u>C</u> | <u>C</u> | <u>Chap. 16, Art. XV</u> |
|                                                                                                        | <u>Solar Energy Facilities, Small</u>                                                                            |   |   |   |   |   |   |   |   | <u>A</u> | <u>A</u> | <u>Chap. 16, Art. XV</u> |
|                                                                                                        | <u>Solar Energy Facilities, Medium (without Battery Storage System and/or High Voltage Overhead Power Lines)</u> |   |   |   |   |   |   |   |   | <u>A</u> | <u>A</u> | <u>Chap. 16, Art. XV</u> |
|                                                                                                        | <u>Solar Energy Facilities, Medium (with Battery Storage System and/or High Voltage Overhead Power Lines)</u>    |   |   |   |   |   |   |   |   | <u>C</u> | <u>A</u> | <u>Chap. 16, Art. XV</u> |
|                                                                                                        | <u>Solar Energy Facilities, Large</u>                                                                            |   |   |   |   |   |   |   |   | <u>C</u> | <u>C</u> | <u>Chap. 16, Art. XV</u> |
|                                                                                                        |                                                                                                                  |   |   |   |   |   |   |   |   |          |          |                          |

## EXHIBIT B

### Amendments to Mead Municipal Code Section 16-3-60 – Accessory uses.

[Additions to are shown underlined.]

#### Sec. 16-3-60. – Accessory uses.

(g) Small Renewable Energy Equipment. Consumer-scale renewable energy equipment may be an accessory use to another permitted use subject to the following additional standards, and provided it meets all other requirements for a building permit. Equipment that does not meet the limits of this section shall be considered a principal renewable energy facility use and shall be allowed only allowed as permitted in Section 16-3-40.

- (1) Renewable energy equipment must be located on the same lot as the principal use in order to qualify as an accessory use. The principal use and accessory use shall utilize the same utility meter. A portion or all of the energy generated by the renewable energy equipment shall be utilized as electricity for on-site consumption.
- (2) Solar and wind energy-generating equipment is subject to the following standards as an accessory use:

| <b><u>Solar</u></b>            |                                                                                                                                                                                                                                                                                                                                                                                                                            |
|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b><u>Building mounted</u></b> | <ul style="list-style-type: none"><li>• <u>8” maximum above and parallel with pitched roof*</u></li><li>• <u>8” maximum off building wall</u></li><li>• <u>5’ maximum above flat roof*</u></li><li>• <u>Any installation projecting more than 3’ above flat roof shall be screened from ground level or adjacent property by a parapet, or other architectural screen integral to the design of the building</u></li></ul> |
| <b><u>Ground mounted</u></b>   | <ul style="list-style-type: none"><li>• <u>6’ maximum height</u></li><li>• <u>10’ minimum setback</u></li><li>• <u>Screened from adjacent property and right-of-way in the same manner as all other mechanical equipment</u></li></ul>                                                                                                                                                                                     |
| <b><u>Wind</u></b>             |                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b><u>Building mounted</u></b> | <ul style="list-style-type: none"><li>• <u>4’ maximum above roof (residential districts)</u></li><li>• <u>8’ maximum above roof (non-residential districts)</u></li></ul>                                                                                                                                                                                                                                                  |
| <b><u>Ground mounted</u></b>   | <ul style="list-style-type: none"><li>• <u>30’ max. height (residential districts)</u></li><li>• <u>45’ max. height (non-residential districts)</u></li></ul>                                                                                                                                                                                                                                                              |

\*Subject to otherwise-applicable maximum building height standards.

- (3) Geothermal equipment is permissible as an accessory use to an allowed building.

## EXHIBIT C

### Amendments to Mead Municipal Code Chapter 16, Articles

[Article XV shown underlined as an addition to Chapter 16.]

#### CHAPTER 16 – Land Use Code

#### ARTICLE XV – Development Standards for Renewable Energy Facilities.

##### Sec. 16-15-10. – Definitions.

The following definitions apply for purposes of Chapter 16 of this Code.

“Agricultural use” means use of land for any of the following: apiculture; aquaculture; dairies; grazing or raising of livestock (except in feedlots); sod production; orchards; nurseries; viticulture; and cultivation, harvesting, and processing of crops.

“Agricultural co-location” means the siting of a renewable energy facility on the same property as an agricultural use, either on the same lot or contiguous lots or tracts.

“Agrivoltaic” means an agricultural co-location incorporating a SEF as the renewable energy facility.

“Alternative power generation facilities” means use of land in which alternative energies, other than solar, are produced. Alternative energies are those energy sources that are an alternative to fossil fuels, including but not limited to wind, biofuel, and hydrogen.

“Battery storage system” means an electric storage resource capable of receiving electrical energy from the power grid or alternative energy sources and storing it in batteries for later provision of electrical energy back to the power grid.

“Facility” means a renewable energy facility.

“High voltage overhead power lines” means overhead power lines that are used to transmit 110 kV or more of electricity.

“Improved area” means the area containing renewable energy infrastructure and associated buildings, exclusive of access drives.

“Renewable energy facility” means small, medium, and large solar energy facilities, as well as alternative power generation facilities.

“SEF” means a small, medium, or large solar energy facility.

“SEF equipment” means solar arrays, underground collection systems, substations, battery storage systems, transmission lines, and other equipment appurtenant to the SEF.

“Solar energy facility, small” means use of land comprising not more than 5 acres with the primary purpose of providing for the collection, storage, or distribution of solar energy.

“Solar energy facility, medium” means use of land comprising more than 5 acres but less than 160 acres with the primary purpose of providing for the collection, storage, or distribution of solar energy.

“Solar energy facility, large” means use of land comprising at least 160 acres with the primary purpose of providing for the collection, storage, or distribution of solar energy.

**Sec. 16-15-20. –Applicable Code provisions.**

- (a) Renewable energy facilities are subject to the site plan requirements of this Code, including Section 16-4-100 and this Article XV, prior to their installation and construction.
- (b) If required by Section 16-3-40, a renewable energy facility shall require a conditional use permit in accordance with Section 16-3-120 prior to construction and operation. For any conditional use associated with a renewable energy facility, the Board may impose any reasonable conditions tied to ensuring continuing compliance with the decommissioning plan, landscape plan, property maintenance plan, or other aspects of the facility.
- (c) Any other approvals required pursuant to this Code, including Article IV of Chapter 16, shall be obtained to establish a renewable energy facility.
- (d) Except as otherwise provided in this Article XV, applicable standards for the underlying zone district shall apply, including but not limited to:
  - 1. Dimensional standards including height limitations (Section 16-3-80)
  - 2. Lighting (Section 16-2-250)
  - 3. Signage (Chapter 16, Article VII)
  - 4. Architectural standards (Section 16-2-190)

**Sec. 16-15-30. – Best management practices.**

The Board may condition approval of a site plan for a renewable energy facility on incorporation of the best management practices requested from and provided by the Colorado Division of Parks and Wildlife pursuant to Section 16-15-40(j) in accordance with state law.

**Sec. 16-15-40. – Additional site plan application requirements for renewable energy facilities.**

Site plan applications for renewable energy facilities shall include the following components in addition to the requirements set forth in Section 16-4-100(b)(3).

- (a) Property maintenance plan. The application shall include a property maintenance plan for the Town’s review, and the plan shall include practices to control dust, weeds, stormwater runoff, and erosion control. Management of weeds by livestock grazing is encouraged.
- (b) Surface drainage analysis. A drainage report shall be provided for review in accordance with the Town of Mead Design Standards and Construction Specifications. Prior to applying for a permit, a Final Drainage Report, stamped and signed by a professional engineer licensed in the State of Colorado is required. Ground-mounted solar collector systems shall be exempt from impervious surface calculations if the soil under the collectors is designated hydrologic A or B soil groups by the Natural Resources Conservation Service (NRCS). An impervious value of 25% shall be used for areas where the soil under the collectors is designated hydrologic C or D soil groups by the Natural Resources Conservation Service (NRCS). Soil under the collectors shall be maintained in vegetation and not compacted.



- (c) Noise study. A noise study (decibel contour study) completed by a professional independent noise consultant, demonstrating compliance with Chapter 10, Article 13 standards for commercial property and recommending mitigation measures, as applicable, shall be provided for review. The Town may require noise mitigation measures as requirements of the site plan approval.
- (d) Equipment plans. Applicant shall provide a description, plan, and drawings of any proposed high voltage overhead power lines and battery storage systems.
- (e) Decommissioning plan. Applicant shall provide a decommissioning plan outlining all labor, equipment, transportation, disposal, and site reclamation activities necessary to (1) decommission the facility; (2) dismantle, recycle, and safely dispose of facility components; (3) restore the property to a condition reasonably similar to, or better than, its condition prior to development of the facility; and (4) a summary of all estimated costs associated with the decommissioning plan. Costs must include:
  - (1) Full reclamation of the facility site, including removal of non-native soils, fences, and constructed access roads, as well as removal of all solid and hazardous waste in accordance with local, state, and federal waste disposal regulations;
  - (2) All decommissioning/reclamation activity management, site supervision, site safety costs;
  - (3) Administrative and any other costs associated with decommissioning and reclamation.
- (f) Landscape covenant. A landscape covenant shall be included on the site plan that requires a minimum level of landscape maintenance for the duration of operation of the facility, which covenant shall be in a form acceptable to the Community Development Director and Town Attorney.
- (g) Landscape plan. Trees, shrubs, and other plantings should increase aesthetic appeal while reducing glare. The Town may require fencing, berming, and/or vegetation around the perimeter of the property, around equipment and buildings, or both. Tree and vegetation selection and location shall follow xeriscape design principles that facilitate water conservation. Pollinator-friendly and native plantings are encouraged. The landscape plan shall comport with Section 16-15-100, including buffering requirements, and Section 16-2-150.
  - (1) Chain link security fencing at least eight (8) feet high shall enclose the facility. Appropriate signage shall be placed upon such fencing that warns the public of the high voltage therein. The Town may require decorative metal or cast-iron fencing as an alternative to chain link security fencing in accordance with Section 16-2-170.
  - (2) The landscape plan shall include irrigation plans as needed.
- (h) Statement of transportation impacts. The application shall include a statement of transportation impacts that:
  - a. Describes what impacts construction of the facility will have upon transportation patterns in the area of the proposal; and
  - b. Describes the potential construction impact on roads within the Town; and
  - c. Identifies improvements required to any roads in order to serve the project adequately.

A construction traffic route map and agreement to mitigate construction traffic impacts to the area surrounding the proposed facility may be required.
- (i) Building Code. The application shall demonstrate compliance with all applicable provisions of the Building Code, as adopted by the Town and amended from time to time.
- (j) BMPs. The application shall include for the Town's review best management practices to avoid, minimize, and mitigate wildlife impacts of renewable energy projects, requested from and provided by the Colorado Division of Parks and Wildlife pursuant to Section 29-40-404, C.R.S.
- (k) Agricultural co-location plan (if co-location is proposed). An application proposing agricultural co-location in accordance with Section 16-15-100 shall detail the agricultural use(s) and their

timing or frequency and location; the planned management of the agricultural use, including the responsible entity or individual; access to water; access for workers and equipment; design of renewable energy infrastructure to safely and effectively accommodate the agricultural use; and agreements or draft agreements necessary to effectuate the co-location plan. For agrivoltaic projects, the plan shall demonstrate utilization of best practices established by the National Renewable Energy Laboratory (NREL).

**Sec. 16-15-50. – Site plan agreement.**

Each facility operator, and owner if different from operator, shall execute a site plan agreement at the time of site plan approval that provides as follows.

- (a) Prior to Town's issuance of a Certificate of Completion, the operator shall provide the Town with financial assurance sufficient to fund one hundred percent (100%) of the decommissioning/reclamation costs required by this Code. The security shall:
- i. Name the Town of Mead as the sole beneficiary; and
  - ii. Include an automatic extension provision or "evergreen clause"; and
  - iii. Be "bankruptcy remote," meaning the Security will be unaffected by the bankruptcy of the facility operator, applicant, or property owner, as applicable; and
  - iv. Permit the Town to draw upon the security at its sole discretion upon Town's notice to the issuer of the security, as further detailed in the site plan agreement.

In the event that the Town exercises its right to draw upon the security, the Town may either hold such funds as security for performance of the decommissioning plan or spend such funds to finish any outstanding items associated with the decommissioning plan. The security shall be an irrevocable standby letter of credit or other form of security acceptable to the Town Attorney with consideration of the entity providing the security and its credit worthiness, financial strength, credit rating, and any other related factors. The amount of security shall be updated within forty-five (45) days following Town approval of updated decommissioning costs.

- (b) A decommissioning plan provided and approved by the Town in accordance with Section 16-15-40(e) above shall be incorporated as part of the site plan agreement. Decommissioning/reclamation shall commence within twelve (12) months after power production has ceased for a period of 365 consecutive days and be completed within twelve (12) months from the start date of the decommissioning/reclamation work. The owner of the property and operator of the facility are jointly and severally liable for the decommissioning. The decommissioning plan, including decommissioning/reclamation cost estimates required in accordance with Section 16-15-40(e) above, must be updated by an independent engineer, at facility operator's cost, every five (5) years, beginning ten (10) years from the establishment and submittal of the security required by Subsection (a) above.
- (c) The site plan agreement shall outline the requirements for provision of services to the property, including water, sewer, and transportation, which may include dedication requirements.
- (d) At the Town's discretion, the site plan agreement may require the property owner to organize a general improvement district (GID) to generate ad valorem property tax sufficient to offset the Town's on-going park and trail maintenance costs and associated administrative costs. A

GID may also be required to fund proposed agricultural co-location as permissible under state statute. If a GID is required, the applicable agreement shall set forth with particularity: the minimum level of GID funding (subject to inflationary adjustment), requirements for timing of submittal of the petition for organization of the GID, and other details related to GID formation.

- (e) The site plan agreement shall incorporate the agricultural co-location plan if co-location is proposed in accordance with Section 16-15-40(k).

**Sec. 16-15-60. – Specific use standards.**

- (a) The following standards apply to all renewable energy facilities.

(1) Site and equipment maintenance.

- (i) Except during construction, no outdoor storage of any materials and equipment, including but not limited to solar panels and support structures, not in operation will be allowed.
  - (ii) The facility operator shall maintain any equipment in good repair and working condition. Upon failure of any equipment, the facility operator shall cause same to be removed and disposed of in accordance with applicable laws.
  - (iii) The facility operator shall maintain the property in good condition, including landscaping and fencing, and free from equipment no longer in use, debris, refuse, and scrap materials. “Good condition” shall mean without damage or need of repair or cleaning, except for the effects of regular use.
  - (iv) Failure to maintain in accordance with this subsection shall constitute a nuisance for purposes of Chapter 7 of this Code.
- (2) Operators shall continuously employ the practices for control of fugitive dust, weeds, stormwater runoff, and erosion detailed in the property maintenance plan approved as part of the site plan in accordance with Section 16-15-40(a), above.

- (b) The following standards apply to solar energy facilities.

- (1) Height limitation. Ground-mounted solar collectors shall not exceed twenty-five (25) feet in height, measured from the highest grade below each solar panel to the highest extent of the solar panel rotation.
- (2) Glare. A SEF shall be designed and located so that concentrated solar glare from its solar collectors will not be directed toward or onto nearby properties or roadways at any time of the day.
- (3) Underground cables. All electrical cables on the improved area of the facility shall be buried, except for direct current string wires that connect between solar collectors, direct current collection circuits between rows of solar arrays that are no more than four (4) feet above grade crossings, substations, switchyards, and circuit voltages greater than 34.5 kilovolts (where necessary).

### **Sec. 16-15-70. – Setbacks.**

- (a) Substations and battery storage systems shall be located at least one hundred fifty (150) feet from lot lines.
- (b) The following setbacks apply to SEFs. Additional setbacks may be required to mitigate noise and visual impacts or to provide for designated road or utility corridors, as identified through the review process. Setbacks shall be measured from the edge of the solar panels and equipment. Where appropriate, landscaped berms may be used to reduce setback requirements with Board approval.
1. SEFs, Small
    - i. Front - 30 feet
    - ii. Side - 10 feet
    - iii. Side corner -30 feet
    - iv. Rear- 20 feet
    - v. Arterial or state highway - 50 feet
    - vi. Local or collector - 50 feet
  2. SEFs, Medium
    - i. Front - 50 feet
    - ii. Side - 10 feet
    - iii. Side corner - 50 feet
    - iv. Rear - 20 feet
    - v. Arterial or state highway - 100 feet
    - vi. Local or collector - 50 feet
  3. SEFs, Large
    - i. Front - 50 feet
    - ii. Side - 10 feet or 1 ft. per 2 ft. height, whichever is greater
    - iii. Side corner - 50 feet
    - iv. Rear - 20 feet
    - v. Arterial or state highway - 100 feet
    - vi. Local or collector - 50 feet
- (c) Renewable energy facilities, except SEFs subject to subsection (b) above, shall comply with setback requirements for the applicable zone district. In addition, the improved area of the facility must be at least one hundred (100) feet from existing residential buildings and residential lots of a platted subdivision or planned unit development. The residential setback requirement may be reduced to fifty (50) feet if the setback area adjacent to the residential area includes at least a thirty (30) foot landscape buffer trees and shrubs every fifteen (15) feet.
- (d) Wind turbines must be setback from lot lines, above-ground electric power lines or communication lines, on-site inhabited structures unless related to turbine use, and public roads a distance equal to 130% of the height of the turbine.

### **Sec. 16-15-80. – Certifications.**

- (a) All renewable energy facilities, including appurtenant facilities, shall be certified by a structural engineer, licensed in the state of Colorado, to be compliant with the applicable industry, state, federal, and local regulations.

(b) Electrical systems shall be certified by a master electrician, licensed in the state of Colorado, to be compliant with the applicable industry, state, federal, and local regulations.

(c) The applicant shall provide the Town with the required certifications prior to Town's issuance of Certificate of Completion in accordance with the International Building Code, as adopted and amended by the Town.

**Sec. 16-15-90. – Dedication of trails.**

Owners of property underlying a renewable energy facility shall dedicate property to the Town for any trails reflected in the Town's Transportation Plan, as may be amended or updated from time to time. Dedication shall be by plat or by separate instrument in a form acceptable to the Town Attorney, in accordance with this section. The applicant or property owner, as applicable, shall also provide an ALTA title policy for all interest(s) conveyed to the Town, subject to approval by the Town Attorney. Dedicated property shall be free and clear of liens, taxes, and encumbrances. The Town, at applicant's or property owner's expense, as applicable, shall record all conveyances. At the election of the Town Manager, the Town may opt for a fee-in-lieu in place of dedication of land. The fee-in-lieu shall be the fair market value of the property that would otherwise be required to be dedicated in accordance with this section.

**Sec. 16-15-100. – Landscaping and buffering requirements.**

- (a) Except as provided in subsections (b) and (c), all renewable energy facilities shall include at a minimum twenty (20) percent landscaped area in accordance with this section. Landscaping shall otherwise comport with applicable standards in Section 16-2-150.
- (b) Landscaped area includes trails dedicated in accordance with Section 16-15-90, setbacks, and buffering that meet the applicable standards in Section 16-2-150.
- (c) For all renewable energy facilities with a Town-approved agricultural co-location with an agricultural use on at least fifty (50) percent of the property in the agricultural co-location plan, the landscaped area requirement shall be reduced to ten (10) percent. If at any time, the property or facility owner fails to meet the fifty (50) percent threshold, the owner may be required to submit and comply with a landscape plan incorporating twenty (20) percent landscaped area and shall submit such plan upon thirty (30) days' written notice from the Town for Town approval.
- (d) The landscaping shall comport with the applicable landscape plan approved by the Town in accordance with Section 16-15-40(g), and if applicable, the approved agricultural co-location plan.
- (e) Buffering may include fencing and landscaping and shall be required adjacent to rights-of-way and residential property. Additional buffering may be required at the Town's discretion. Buffering shall ensure compatibility with adjacent uses and may be required between development and adjacent natural or environmentally sensitive areas.

**TOWN OF MEAD, COLORADO  
PLANNING COMMISSION  
RESOLUTION NO. 03-PC-2024**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE TOWN OF MEAD,  
COLORADO, RECOMMENDING APPROVAL TO THE BOARD OF TRUSTEES OF CERTAIN  
AMENDMENTS TO THE MEAD MUNICIPAL CODE ESTABLISHING DEVELOPMENT  
STANDARDS FOR RENEWABLE ENERGY FACILITIES**

**WHEREAS**, Section 16-3-160(d) of the Town of Mead Municipal Code ("MMC") sets forth that any amendments to the text of Chapter 16 of the MMC ("Land Use Code") may be initiated by the Board of Trustees, the Planning Commission, Town Staff, or the written application of any property owner or resident of the Town, and certain of such text amendments shall be reviewed and considered by the Planning Commission, prior to consideration by the Board of Trustees for enactment by ordinance; and

**WHEREAS**, the Board of Trustees established a one (1) year moratorium (Ordinance No. 1043), on July 31, 2023, on development applications for renewable energy facilities until the Town establishes development standards for renewable energy facilities; and

**WHEREAS**, the Board of Trustees directed Town staff to draft proposed regulations in order to establish development standards for renewable energy facilities in the Town; and

**WHEREAS**, Town Staff has prepared amendments to Chapter 16 of the MMC, including the addition of Article XV – Development Standards for Renewable Energy Facilities, as detailed in **Exhibits A-C**, attached to this Resolution and incorporated herein ("Amendments"), to establish development standards for renewable energy facilities in the Town of Mead; and

**WHEREAS**, the criteria by which text amendments to the Land Use Code are evaluated are set forth in Section 16-3-160(f) of the MMC; and

**WHEREAS**, in accordance with applicable requirements of the MMC, the Town Clerk has caused a notice of the Planning Commission public hearing on the Amendments to be published no later than fifteen (15) days prior to the hearing in a newspaper of general circulation; and

**WHEREAS**, the Planning Commission conducted the duly noticed public hearing on June 26, 2024, continued to July 17, 2024, to consider the Amendments; and

**WHEREAS**, the MMC requires the Planning Commission to make a recommendation to the Board of Trustees to approve, conditionally approve or deny any proposed text amendment; and

**WHEREAS**, based upon evidence set forth in the Agenda Item Summary that was presented to the Planning Commission and other evidence offered and accepted at the public hearing, the Planning Commission has determined that the Amendments satisfy the approval criterion set forth in Sec. 16-3-160(f)(3) and (4) of the MMC and, if approved by the Board of Trustees, will assist with the accommodation of innovations in land use and development practices that were not contemplated at the adoption of the Town's existing Code, and will further the implementation of the goals and objectives of the Town's Comprehensive Plan.

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

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

**Section 2.** Findings. The Planning Commission finds and determines that it reviewed the Amendments in accordance with the procedure set forth in Sec. 16-3-160 of the MMC and that the public hearing on the Amendments was held, conducted, and concluded in accordance with Sec. 16-3-160 of the MMC.

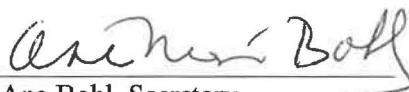
**Section 3.** Recommendation. The Planning Commission recommends that the Board of Trustees approve the Amendments.

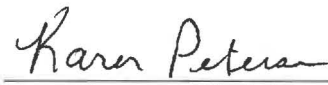
**Section 4.** Effective Date. This resolution shall become effective immediately upon adoption.

**INTRODUCED, READ, PASSED AND ADOPTED THIS 17<sup>TH</sup> DAY OF JULY, 2024.**

ATTEST:

TOWN OF MEAD PLANNING  
COMMISSION:

By:   
Ana Bohl, Secretary

By:   
Karen Peterson, Chair Pro Tem

## **EXHIBIT A**

Amendments to Mead Municipal Code  
Section 16-3-40 – Use regulations.

[To begin on the next page. Additions to are shown underlined.]