



BOARD OF TRUSTEES

441 3rd Street, Mead
Monday, February 10, 2025

AGENDA

- I. 5:30 p.m.**
Work Session: Hylandtown
- II. 6:00 p.m. to 10:00 p.m.**
REGULAR MEETING

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

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

1. Call to Order – Roll Call

Mayor Colleen Whitlow
Mayor Pro Tem Trisha Harris
Trustee David Adams
Trustee Brooke Babcock
Trustee Jeremiah R. Crane
Trustee Brad Hagen
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. Mead Municipal Court Update - Judge David Thrower
- b. Police Department Overview
- c. CIRSA Board Member Training

7. Proclamations

[a.](#) National School Resource Officer Appreciation Day February 15, 2025

[b.](#) National Engineers Week February 16-22, 2025

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 January 27, 2025

[b.](#) January 2025 Aging Report

[c.](#) Check Register February 10, 2025

- d. **Resolution No. 11-R-2025** – A Resolution of the Town of Mead, Colorado, Authorizing the Mayor and Town Clerk to sign the Annual Highway User Tax Fund (HUTF) Mileage Certification Report
- e. **Resolution No. 12-R-2025** - A Resolution of the Town of Mead, Colorado, Approving the Acquisition (Lease) of Two (2) Fleet Vehicles for 2025, Utilizing the Master Equity Lease Agreement with Enterprise Fleet Management (EFM) dated January 14, 2021

10. Old Business

- a. **Resolution No. 08-R-2025** – A Resolution of the Town of Mead, Colorado, Adopting the Town of Mead Public Records Request Policy

11. New Business

- a. **Resolution No. 13-R-2025** – A Resolution of the Town of Mead, Colorado, Approving an Agreement for Professional Services with Logan Simpson Design Inc. for Services Related to the Trails and Open Space Master Plan Update (RFP No. 2024-012)

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

13. Legislative Update

14. Elected Official Reports

- a. Town Trustees
- b. Mayor Whitlow

15. Executive Session: Pursuant to C.R.S. 24-6-402(4)(b) for conference with the Town Attorney regarding specific legal questions regarding allegations made during public comment at the January 13, 2025 regular meeting

16. Executive Session Action Items

17. 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: February 10, 2025

SUBJECT: Town Manager Report

- The Colorado State Legislature is now in session and will consider bills that have a local impact. Colorado Municipal League follows the legislative process and advocates for its members on several bills. The CML Statehouse Report is issued weekly on the CML website. Link: <https://www.cml.org/home/advocacy-legal/statehouse-report>.
- DMC Auditing and Consulting has been engaged to complete the 2024 Financial Audit. This will be their second year working with staff. Onsite work is scheduled for the week of April 28, 2025. The Audit Report will be presented to the Board and filed with the Office of the State Auditor as required prior to the July 31 deadline.
- The Town's Workers Compensation carrier, Pinnacol, performed an annual audit of payroll and workers compensation claims investigations and handling on February 7th.
- Coffee with the Mayor was held February 1st at the Public Works Facility Training Room, 1341 WCR 34. There were about 15 residents in attendance who discussed development projects, town projects and other issues with Mayor Colleen Whitlow. The next Coffee will be held Saturday, March 1st, from 8:00 – 10:00 a.m. Residents are encouraged to attend.
- For those users of Mead sewer, water usage for the three winter months is averaged to determine sewer rates. Water usage reports are expected from Little Thompson Water District this month. In addition, the 2019 rate study (last updated May, 2022) is being reviewed to consider current costs of operation of the wastewater treatment facility and recent inflation. The study and recommended rates will be presented to the Board on February 24th with rates effective March 1st.
- A kickoff meeting and template review was held for CivicPlus Agenda Meeting Management software. Due to the state and federal accessibility requirements, the previous Municode Meetings software will no longer be supported. The Board of Trustee, Planning Commission and other authorities will be transitioned to the new software by April. An exciting new feature is a dedicated portal for Board members to access agenda and packet materials.
- Colorado Intergovernmental Risk Sharing Agency ("CIRSA") has scheduled their annual audit for late February. The audit includes a review of Town safety protocols and staff training including claims investigation and reporting.
- The High Plains Blvd (WCR 9.5) project is moving forward. The construction of two miles of this road between WCR 32 and WCR 36 will include two travel lanes, bike lanes and a ten-foot-wide detached sidewalk. The project is a collaboration between Mead, Weld County and local developers and is slated for completion in December 2025. Weld County will construct the section of High Plains Blvd between WCR 32 and WCR 34. The Town of Mead will construct the piece from WCR 34 to WCR 36.
- Construction of the Mead Community Center, alley improvements and adjacent parking is ongoing. The Community Center is expected to be completed in mid to late 2025.
- Municipal Court is scheduled for Thursday, February 20th. Currently there are 37 cases on the docket for traffic, arraignment or review hearings. The Honorable David J. Thrower will present an updated status of Mead Municipal Court to the Board of Trustees on February 10th.
- Staff is planning for an active year of paving and street maintenance projects for 2025, in addition to the development-related road projects occurring in Mead. The Pavement Management 5-year Maintenance Plan is scheduled to be presented to the Board of Trustees on February 24th. Current road closures due to construction can be found on the town's website: <https://www.townofmead.org/engineering/page/street-maintenanceroad-closures>.
- Key projects update:
 - 3rd and Welker Intersection – initial clearing and demolition is underway, erosion control measures were installed, utility potholing is underway, and materials testing was completed for the two house demolition permits.

- Community Center – Work continues on the interior of the structure including framing, drywall, rough plumbing, ductwork, and electrical.
- SH66 Pedestrian Crossing – CDOT approved the right-of-way plans and the team held a real estate acquisition kick-off meeting on February 6th.
- YTD totals for new single family home permits:
 - 2025 YTD: 7 SF Permits, 5 Certificates of Occupancy
- Boards and Commissions
 - The Planning Commission is set to meet on February 19th to get an update on the Land Use Code and meet the Trails Master Plan consultant team.
- Human Resources
 - Interviews have been scheduled for the open Human Resources/Finance Clerk position and Business Marketing Specialist position. A contingent offer has been made to a police officer candidate.
 - The Town advertises open positions here:
<https://www.governmentjobs.com/careers/townofmead>
 There are no current full-time openings.

Community Development

- Kiteley Ranch Property: The Kiteley Ranch Property (SEC of Hwy 66 and CR 7) has submitted an application for annexation and zoning (PUD). Staff is reviewing the documents and will prepare comments for the Applicant team.
- Staff is coordinating the Site Plan reviews for both the High Plains Library District and Mountain View Fire Protection Districts' proposed buildings at Liberty Ranch. Staff is drafting the Site Plan Agreements for both sites and will be bringing these to the Board for approval this spring.
- Staff is reviewing the Welker Farms PUD and will bring this to the Board for approval this spring.

Public Works and Engineering

- Fourteen contractors responded to the Gold Star Memorial Park solicitation ranging from \$228,800 to \$438,100. Staff is currently reviewing the bids for accuracy and responsiveness and expects to recommend award at the February 24 Board meeting.
- Staff conducted a public outreach kick-off meeting with the team for the 1601 project on February 3rd.
- Staff prepared and submitted the annual Highway User Tax Fund (HUTF) annual mileage update to the state.
- A coordination meeting was held with Mead High School facilities staff regarding the CR 26 Trail project, currently under design by Weld County.
- A kick-off meeting was held with Raftelis to initiate the sewer rate study update. Results will be presented at the February 24th Board meeting.

Community Engagement

- Community Engagement will conduct interviews for the Business and Marketing Specialist position later this week.
- Shop Mead & Win event is this February! Spend \$10 or more at any Mead business or Mead Area Chamber of Commerce (MACC) member to enter for a chance to win amazing prizes. The entry period is February 1–28, 2025. To enter, email a photo of your receipt to builtoformead@townofmead.org. Unlimited receipt entries are allowed. Rules and eligibility can be found at <https://bit.ly/shopmeadwin>
- The Town of Mead and Diamond Tours are hosting an unforgettable trip to the Black Hills! Explore Mount Rushmore, Custer State Park's Wildlife Loop, historic Deadwood, the Crazy Horse Memorial, and more. The package includes motorcoach transportation, four nights in South Dakota, eight meals, and admission to all attractions. <https://www.townofmead.org/parksandrec/page/trips>
- Registration is open for the Spring Girls on the Run program. This program, which will be hosted at Mead Elementary School, helps 3rd through 5th grade girls build confidence and life skills through fun, interactive activities.

Police Department

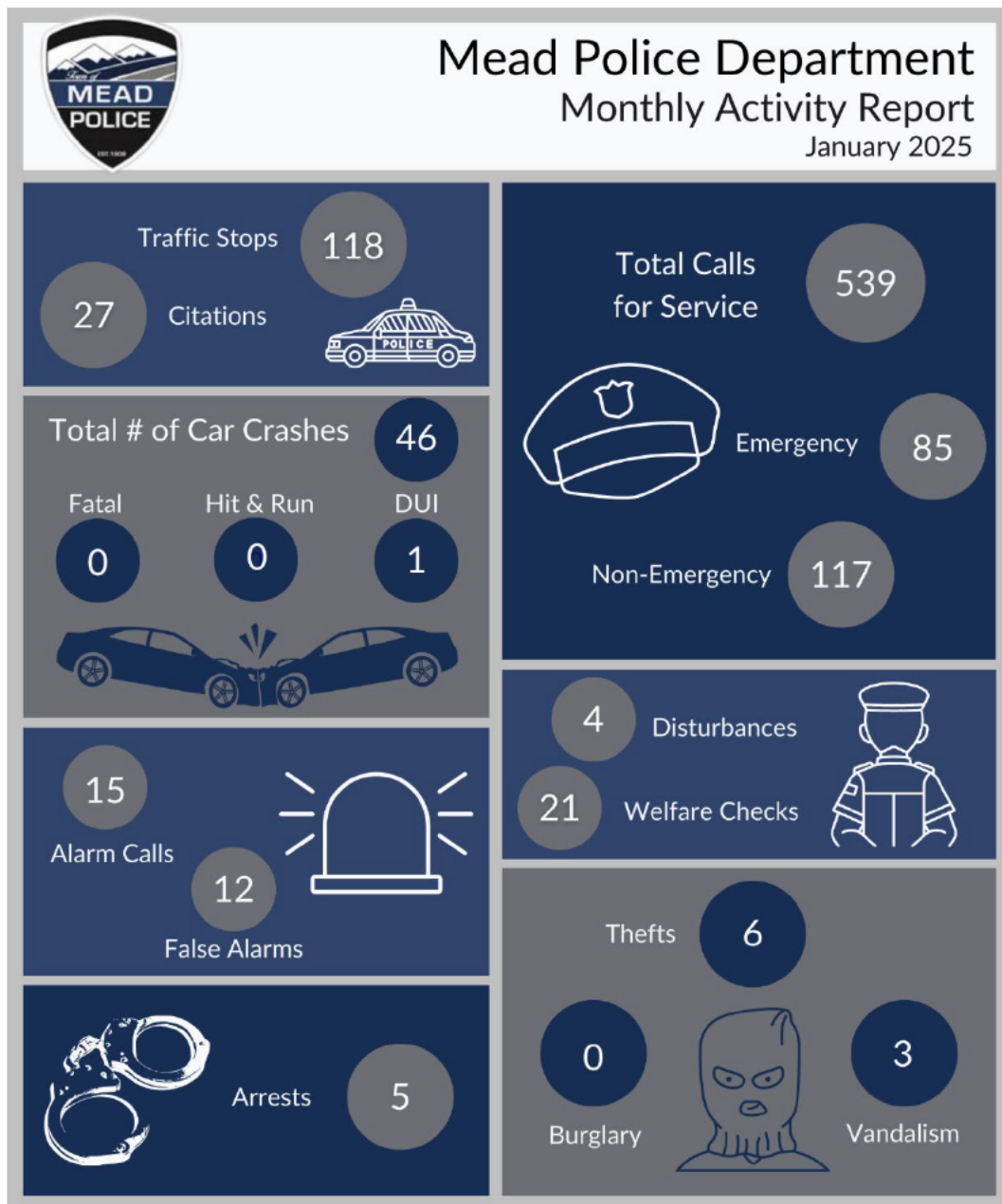
- Melissa Merkle, the new police administrative clerk, started on January 30th.

- Isabella Michel, Code Enforcement/Animal Control/Community Service Officer, continues to progress through training.
- Officer Begano continues to progress through field training.
- An officer candidate accepted a conditional offer. This will fill all openings for police officer.
- The monthly report is attached.



Mead Police Department

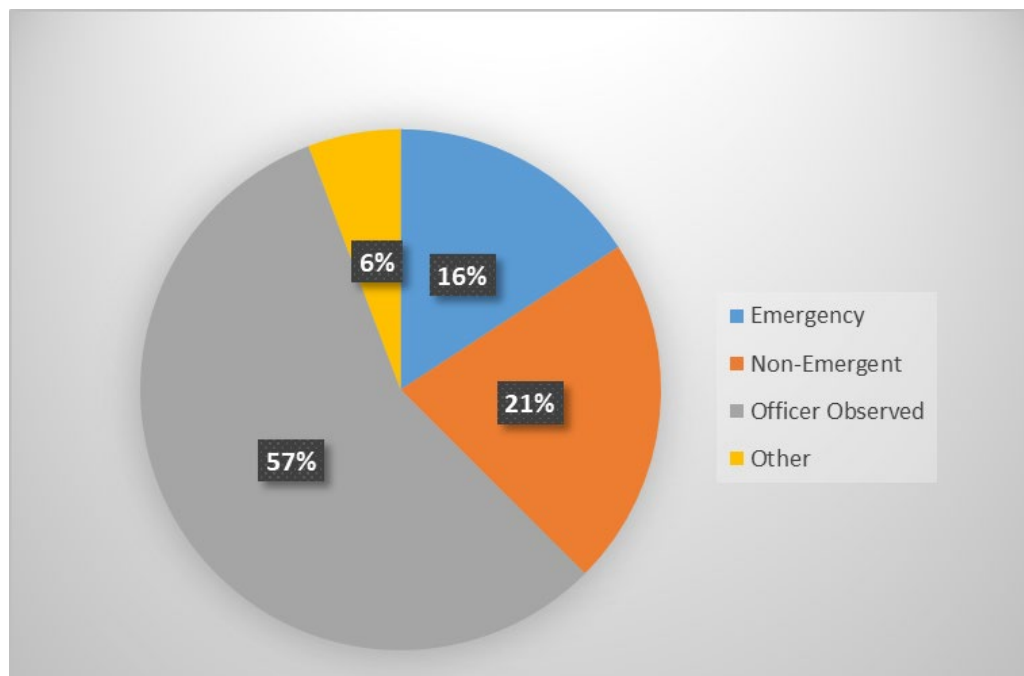
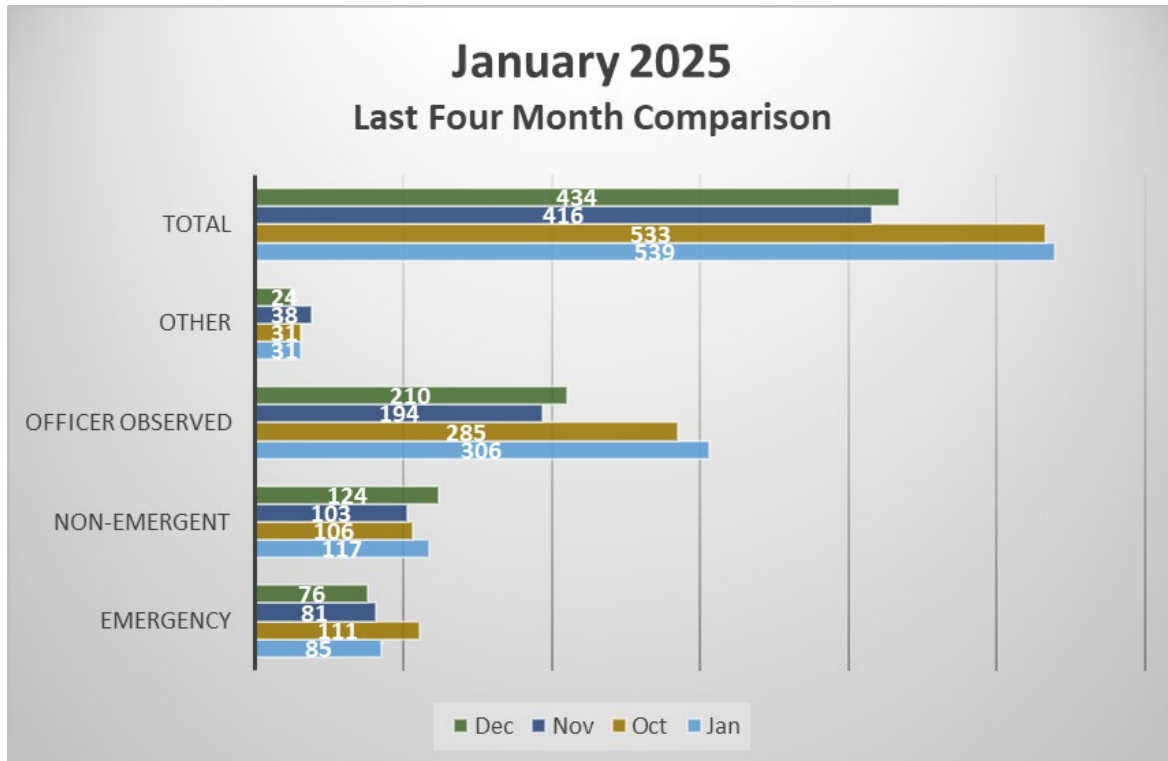
January Monthly Activity - 2025



ARRESTS: 5

Case Number	Location	Charge	Arrest Date/Time
25ML00001	█ 3RD ST	42-4-1301(2)(a) DROVE VEHICLE WITH EXCESSIVE ALCOHOL CONTENT	01/01/2025 02:17:00 AM
25ML00002	HIGHWAY 66 / WCR 5.5	16-19-103(M) FOJ WANTED BY OTHER AGENCY MISDEMEANOR	01/01/2025 11:33:00 PM
25ML00021	WCR 28 / LIMESTONE AVE	16-19-103(M) FOJ WANTED BY OTHER AGENCY MISDEMEANOR	01/13/2025 12:08:00 AM
25ML00035	█ HIGHLAND DR	16-19-103(M) FOJ WANTED BY OTHER AGENCY MISDEMEANOR	01/19/2025 04:50:00 PM
25ML00051	HIGHWAY 66 / I-25 NB	16-19-103(M) FOJ WANTED BY OTHER AGENCY MISDEMEANOR	01/26/2025 10:07:00 PM

Four Month Comparison of Calls for Service:



STAFFING:

We currently have 15 of the 16 available sworn positions filled. Of the 15, 1 is in field training and 1 is out injured.

Sergeant Ellis, Sergeant Salazar, and Officers Bustamante, Cramblet, Hansen, Jackson, Palmer, Rollins, M. Smith, and Synn are working patrol.

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

Officer Begano is in field training.

Melissa Merkle is the Administrative Clerk. Michelle Rae is the Records and Evidence Technician. Commander Brian Smith oversees operations, training, and professional standards. Brent Newbanks is the Chief of Police.

TRAINING:

- All officers attended defensive tactics training this month.

NOTABLE CALLS FOR SERVICE:

INCIDENT TYPE – ADDRESS – CASE NUMBER - DATE

Check Wellbeing - [REDACTED] 3rd St – 25ML00001 - 1/1/2025

Traffic Stop - Highway 66 / WCR 5 - 25ML00002 - 1/1/2025

Suspicious - [REDACTED] Pacific Cir - 25ML00003 - 1/2/2025

Suspicious - [REDACTED] Highland Dr - 25ML00004 - 1/2/2025

Traffic Accident with Injury - WCR 5.5 / Highway 66 - 25ML00005 - 1/4/2025

Stolen Vehicle - [REDACTED] Dillingham Ave - 25ML00006 - 1/4/2025

Suspicious - 2nd St / Dillingham Ave - 25ML00008 - 1/5/2025

Traffic Accident - Highway 66 / WCR 7 - 25ML00009 - 1/7/2025

Follow Up - [REDACTED] WCR 7 - 25ML00010 - 1/7/2025

Meet - [REDACTED] Westview Dr - 25ML00011 - 1/7/2025

Traffic Hazard - MM 245 I 25 SB - 25ML00012 - 1/8/2025

Traffic Accident Unknown Injury - Highway 66 / Foster Ridge Dr - 25ML00013 - 1/8/2025

Traffic Accident with Injury - Highway 66 / WCR 7 - 25ML00014 - 1/8/2025

Traffic Accident - Charbray St / Longhorn Dr - 25ML00015 - 1/8/2025

Traffic Accident - [REDACTED] Highland Dr - 25ML00016 - 1/9/2025

Traffic Accident Unknown Injury - Highway 66 / WCR 7 - 25ML00017 - 1/10/2025

Vandalism - [REDACTED] Settler Ridge Dr - 25ML00018 - 1/10/2025

Business Check - [REDACTED] 3rd St - 25ML00019 - 1/11/2025

Meet - [REDACTED] Main St - 25ML00020 - 1/12/2025

Traffic Stop - WCR 28 / Limestone Ave - 25ML00021 - 1/12/2025

Harass - Interstate 25 NB / Highway 66 - 25ML00022 - 1/13/2025

Small Vegetation Fire - WCR 36 / E Interstate 25 Frontage Rd - 25ML00023 - 1/14/2025

Sex Offense - [REDACTED] Welker Ave - 25ML00024 - 1/14/2025

Follow Up - [REDACTED] Meadow Ln - 25ML00026 - 1/14/2025

Traffic Accident Unknown Injury - MM 246 I 25 SB - 25ML00027 - 1/15/2025

Check Wellbeing - [REDACTED] WCR 32 - ML00028 - 1/16/2025

Traffic Accident - Highway 66 / Interstate 25 SB - 25ML00029 - 1/16/2025

Traffic Accident with Inj. - WCR 3 / Highway 66 - 25ML00030 - 1/16/2025

Traffic Accident - Highway 66 / WCR 7 - 25ML00031 - 1/16/2025

Follow Up - [REDACTED] Hughes Dr - 25ML00032 - 1/17/2025

Theft - [REDACTED] Westview Dr - 25ML00033 - 1/17/2025

Follow Up - [REDACTED] Fairbairn Ave - 25ML00034 - 1/17/2025

Suspicious - [REDACTED] Highland Dr - 25ML00035 - 1/19/2025

Traffic Accident Unknown Inj. - Highway 66 / WCR 5 - 25ML00036 - 1/20/2025

Meet - [REDACTED] Jersey Dr - 25ML00037 - 1/21/2025

Theft - [REDACTED] Mead Ct - 25ML00038 - 1/21/2025

Sex Offense - [REDACTED] WCR 7 - 25ML00039 - 1/21/2025

Traffic Accident with Inj. - Highway 66 / WCR 11 - 25ML00040 - 1/22/2025

Traffic Stop - Foster Ridge Dr / HIGHWAY 66 - 25ML00041 - 1/22/2025

Drug Related Activity - [REDACTED] WCR 7 - 25ML00042 - 1/23/2025

Meet - [REDACTED] WCR 7 - 25ML00043 - 1/23/2025

Traffic Accident - MM 246 I-25 SB - 25ML00045 - 1/23/2025

Code Violation - [REDACTED] 5th St - 25ML00044 - 1/23/2025

Stolen Vehicle - [REDACTED] Grand View Circle - 25ML00046 - 1/24/2025

Meet - [REDACTED] Welker Ave - 25ML00047 - 1/24/2025

Traffic Accident Unknown Inj. - Colorado Blvd / Highway 66 - 25ML00049 - 1/25/2025

Traffic Hazard - [REDACTED] WCR 28 - 25ML00050 - 1/26/2025

Traffic Stop - Highway 66 / Interstate 25 NB - 25ML00051 - 1/26/2025

Assault - [REDACTED] Ginger Ave - 25ML00053 - 1/27/2025

Theft - [REDACTED] WCR 32 - 25ML00054 - 1/28/2025

Unwanted Person - [REDACTED] Wrangler Way - 25ML00055 - 1/28/2025

Traffic Accident with Inj. - [REDACTED] Highway 66 - 25ML00056 - 1/29/2025

Traffic Accident - Highway 66 / WCR 9.5 - 25ML00057 - 1/30/2025

Vandalism - [REDACTED] Highway 66 - 25ML00058 - 1/30/2025

Traffic Accident Unknown Inj. - Highway 66 / Interstate 25 RAMP - 25ML00059 - 1/31/2025

PROCLAMATION
National School Resource Officer Appreciation Day
February 15, 2025

WHEREAS, The National Association of School Resource Officers (NASRO) is dedicated to making schools and children safer by providing quality training to school-based law enforcement officers;

WHEREAS, school resource officers (SROs) bridge the gap between youth and law enforcement and embrace the triad concept of school policing, serving in informal counseling, education and law enforcement roles to support students and the communities that they serve;

WHEREAS, by training law enforcement officers to counsel, educate and protect school communities, the men and women of NASRO continuously lead by example and promote a positive image of law enforcement to school children and school communities;

WHEREAS, SRO programs across the globe are founded as collaborative efforts by police agencies, law enforcement officers, educators, students, parents, and communities to create safe learning environments, provide valuable resources to school staff members, foster positive relationships with students and develop strategies to resolve problems that affect youth with the goal of protecting all children, so they can reach their fullest potential;

WHEREAS, school resource officers are valuable and essential members of the education community and deserve unwavering respect and support from the communities they serve in the pursuit of keeping schools and students safe;

NOW, THEREFORE, I, **Colleen Whitlow, Mayor**, do hereby designate February 15, 2025, as **National School Resource Officer Appreciation Day**.

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

On this 10th day of February 2025

Colleen G. Whitlow
Mayor

PROCLAMATION
National Engineers Week
February 16–22, 2025

WHEREAS, engineers use their scientific and technical skills in creative and revolutionary ways to fulfill society's needs; and

WHEREAS, engineers work on many major technological challenges of our time, such as rebuilding towns devastated by natural disaster; cleaning up the environment; assuring safe, clean and efficient sources of energy; and designing information systems that will propel our state and country into the future; and

WHEREAS, engineering has been called the invisible or stealth profession because everything around us and things we use every day have been engineered in some way, yet we may not see the engineers behind the scenes or know much about engineering; and

WHEREAS, founded in 1951, National Engineers Week is dedicated to ensuring a diverse and well-educated future engineering workforce by increasing understanding of, and interest in, engineering and technology careers; and,

WHEREAS, Engineer Week promotes recognition among parents, teachers and students of the importance of a technical education and a high level of math, science and technology literacy, and motivates youth to pursue engineering careers in order to provide a diverse and vigorous engineering workforce; and; and

NOW, THEREFORE, I, **Colleen Whitlow, Mayor**, do hereby designate the week of February 16-22, 2025 as **National Engineers Week**.

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

On this 10th day of February 2025

Colleen G. Whitlow
Mayor



BOARD OF TRUSTEES

441 3rd Street, Mead
Monday, January 27, 2025

MINUTES

- I. 5:30 p.m.
Mead Urban Renewal Authority Special Meeting
- II. 5:30 p.m.
Town of Mead Hwy 66 & I-25 General Improvement District Special Meeting
- III. 6:00 p.m. to 10:00 p.m.
REGULAR MEETING

In accordance with the Town's Remote Participation and Remote Meeting Policy adopted on March 13, 2023 by Resolution No. 21-R-2023, remote participation was enabled for the meeting.

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

1. Call to Order – Roll Call

Present

Mayor Colleen Whitlow
Mayor Pro Tem Harris
Trustee David Adams
Trustee Brooke Babcock
Trustee Jeremiah R. Crane
Trustee Brad Hagen
Trustee Herman Schranz

Absent

None

Also present: Town Manager Helen Migchelbrink; Town Attorney Marcus McAskin; Police Chief Brent Newbanks; Administrative Services Director Mary Strutt; Community Development Director Jason Bradford and Communications Director Lorelei Nelson.

Attending via remote access: Town Engineer / Public Works Director Erika Rasmussen and members of the public.

2. Moment of Silence

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

3. Pledge of Allegiance to the Flag

The assembly pledged allegiance to the flag.

4. Review and Approve Agenda

Trustee Adams requested that Item 9.d. be removed from the Consent Agenda for further discussion.

Trustee Schranz added item 6.c. to the agenda.

Motion was made by Mayor Pro Tem Harris, seconded by Trustee Babcock, to approve the agenda as amended. Motion carried 7-0, on a roll call vote.

5. Staff Report: Town Manager Report

a. Manager Report

Town Manager Helen Migchelbrink discussed snow removal, Maggi's Restaurant opening, Comcast service for Town Hall and July Board Retreat.

6. Informational Items

a. Communications Department Overview

Communications Director Lorelei Nelson provided an overview of the department including staff, scope and responsibilities. The Board discussed 2025 events.

b. Open Records Policy

Deputy Town Clerk Marisol Herman presented the Town of Mead Public Records Policy. The Board wants to review changes from the previous policy.

c. Response to Citizen Input

Motion was made by Trustee Schranz, seconded by Trustee Adams, to direct the Town Attorney to schedule an Executive Session to review the documents submitted and allegations made by Karl Ford on January 13, 2025 and respond to legal questions regarding same. Motion carried 7-0, on a roll call vote.

7. Proclamations

a. Black History Month February 2025

Motion was made by Trustee Babcock, seconded by Mayor Pro Tem Harris, to authorize Mayor Whitlow to sign the Proclamation for Black History Month February 2025. Motion carried 7-0, on a roll call vote.

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

There was no public comment at this time.

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

a. Approval of Minutes - Regular Meeting January 13, 2025

b. December 2024 Preliminary Financials

c. Check Register January 27, 2025

e. Resolution No. 09-R-2025

Resolution No. 02-URA-2025

Resolution No. 01-H66-2025 – A Joint Resolution of the Town of Mead, Colorado, the Town of Mead Urban Renewal Authority, and the Town of Mead Highway 66 and I-25 General Improvement District Approving a Cooperation Agreement Regarding Tax Increment Revenue Sharing

f. Resolution No. 10-R-2025 – A Resolution of The Town of Mead, Colorado, Granting Conditional Acceptance of Filing No. 2 – Phase A2 Public Infrastructure Improvements (Red Barn Subdivision)

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

9. d. Resolution No. 08-R-2025 – A Resolution of the Town of Mead, Colorado, Adopting the Town of Mead Public Records Request Policy

Motion was made by Trustee Babcock, seconded by Mayor Pro Tem Harris, to approve Item 9.d. and adopt Resolution No. 08-R-2025 – A Resolution of the Town of Mead, Colorado Adopting the Town of Mead Public Records Request Policy. Motion failed 3 – 4. Mayor Whitlow and Trustees Babcock and Harris voted yes; Trustees Adams, Crane, Hagen and Schranz voted no.

The Board directed staff to bring this item back on February 10, 2024 with the previous policy for reference.

10. Public Hearing

a. Public Hearing: Proposed Code Amendments Establishing Development Standards for Natural Medicine Businesses

Mayor Whitlow opened the public hearing regarding proposed Code Amendments Establishing Development Standards for Natural Medicine businesses at 6:46 p.m.

Community Development Director Jason Bradford presented the staff report.

There was no public comment at this time.

The Board discussed Natural Healing Medicine Centers vs Businesses and the proposed zoning districts for each; they discussed state licensure and local inability to restrict such businesses; the amount of drugs on site; concerns for residents; the Board wants to discuss how to restrict these businesses from the DMU.

Motion was made by Trustee Babcock, seconded by Trustee Schranz, to continue to a date certain the public hearing regarding proposed Code Amendments Establishing Development Standards to Natural Medicine Business to Monday April 14, 2025 at 6:00 p.m. at Mead Town Hall, 441 Third Street. Motion carried 7-0, on a roll call vote.

- i. **Ordinance No. 1072** – An Ordinance of the Town of Mead, Colorado Approving Certain Amendments to the *Mead Municipal Code* Establishing Development Standards for Natural Medicine Businesses

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.

Resident Don Smith stated that staff and Mayor Whitlow have lied to him and he's not going to let it go.

Jim Whitlow and the Mead Area Chamber of Commerce presented a check to Chief Newbanks for \$1,700.00 as a donation to Shield 616 for police vests.

12. Legislative Update

Town Attorney Marcus McAskin discussed the current state legislative session which began on January 8th. It appears most work will be related to the budget shortfall. He discussed pending legislation on electric fences, law enforcement whistleblowers, voting rights, multi family housing on church/school grounds and open records act.

13. Elected Official Reports

- a. Town Trustees

The Board discussed the CML Policy Committee and Legislative Workshop scheduled for February 20th.

- b. Mayor Whitlow

Mayor Whitlow discussed the recent Mayor's Leadership Academy at the Stock Show, Mayor's Summit, Flight 629 Memorial Committee, Coffee with the Mayor, North I-25 Coalition meeting and MLA 2/6 – 2/8 in Florence, CO.

14. Adjournment

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

The Regular Meeting of the Town of Mead Board of Trustees adjourned at approximately 7:56 p.m. on Monday, January 27, 2025.

Colleen G. Whitlow, Mayor

ATTEST:

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
45	Mead Development Group, Inc.	4,624.40	-	8,655.90	4,031.50-	-	-	-	-
214	Mead Towne Center	5,750.00	-	-	-	-	-	-	5,750.00
239	Gopher Gulch	48.00	-	48.00	-	-	-	-	-
256	Prosper Land & Development LLC	8,397.50	-	3,710.00	2,555.00	2,132.50	-	-	-
259	Scannell Properties	2,590.00	-	-	-	2,590.00	-	-	-
270	Highland Development Services Inc	136.35	-	136.35	-	464.60-	-	1,150.39-	1,614.99
285	Boulder Scientific Company, LLC	2,360.00-	-	-	-	-	-	-	2,360.00-
290	Forestar Real Estate Group	2,560.00	-	5,460.00	2,900.00-	-	-	-	-
292	BREG Industrial Development	13,686.09	-	-	-	-	-	-	13,686.09
294	QuikTrip Corp	1,302.90	-	545.40	757.50	-	-	-	-
296	Silver Point Development	21,055.50	-	2,575.00	17,420.00	1,060.50	-	-	-
297	Meadow Ridge Development, Inc	3,540.00	-	3,540.00	-	-	-	-	-
298	Century Land Holdings LLC	8,020.40-	-	3,165.40-	4,855.00-	-	-	-	-
299	Lizondo Futbol Academy LLC	1,665.49	-	-	-	-	-	-	1,665.49
317	Town of Berthoud	29,459.01	29,459.01	-	-	-	-	-	-
320	Lorson South Land Corp c/o Landhuis C	3,535.00	-	944.35	-	-	-	-	2,590.65
323	Enyo Power Partners, LLC	1,351.38	-	-	234.32	1,117.06	-	-	-
325	Red Barn Metropolitan District	2,203.05-	-	-	-	-	-	-	2,203.05-
326	AMK Properties LLC	3,799.10	2,577.00	1,222.10	-	-	-	-	-
327	17790 CR 7 LLC	69.44	-	-	-	-	-	-	69.44
329	Club Car Wash Operating LLC	253.51	151.50	60.60	41.41	-	-	-	-
336	Front Range Investment Holdings LLC	176,477.09-	29,787.34	-	-	-	206,264.43	-	-
337	Welcome to Realty, LLC 401k PSP	1,168.57	1,168.57	-	-	-	-	-	-
346	Mountain View Fire Protection District	9,687.00	2,474.00	672.50-	4,072.00	3,813.50	-	-	-
347	Mead Industrial Development Group	1,817.90	808.00	1,009.90	-	-	-	-	-
349	Alphabet Investments, Inc	1,858.50	282.80	212.10	636.30	707.00	-	20.30	-
350	Kiteley Land Co. LLC	666.60	666.60	-	-	-	-	-	-
352	Tharaldson Motels Inc II	2,252.30	2,252.30	-	-	-	-	-	-
354	Mead High Plains Blvd WCR 9.5 Project	2,049,048.00	2,049,048.	-	-	-	-	-	-
9997	Misc AR Invoices	797.00	-	-	297.00	-	-	-	500.00
Grand Totals:		1,982,059.00	2,118,675.	24,281.80	14,227.03	10,955.96	206,264.43	1,130.09-	21,313.61

Report Criteria:
Report type: GL detail

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Check Amount
02/25	02/10/2025	39416	Advanced Police Concepts LLC	20255-035	01-42-5063	Training	325.00
Total 39416:							325.00
02/25	02/10/2025	39417	Alderman Bernstein LLC	20622	14-44-8503	3rd & Welker- Jan	6,439.25
Total 39417:							6,439.25
02/25	02/10/2025	39418	Alerus	109525	01-40-5067	FSA Administration - January	215.00
Total 39418:							215.00
02/25	02/10/2025	39419	All Copy Products, Inc.	AR4688271	01-40-6126	Copies - Jan	138.92
Total 39419:							138.92
02/25	02/10/2025	39420	Amazon Capital Services Inc	1Q6Q-Q41Y-	01-42-7010	Office Supplies	33.91
02/25	02/10/2025	39420	Amazon Capital Services Inc	1V4Y-14HF-	01-40-7010	Supplies	157.48
02/25	02/10/2025	39420	Amazon Capital Services Inc	1XQ1-361V-3	01-47-7020	Operating Supplies-DK	28.50
02/25	02/10/2025	39420	Amazon Capital Services Inc	1YJL-6FDG-	01-47-7010	Office Supplies - BH	12.99
Total 39420:							232.88
02/25	02/10/2025	39421	Ausmus Law Firm PC	9267	01-48-6102	Municipal Prosecutor 2/2025	1,000.00
Total 39421:							1,000.00
02/25	02/10/2025	39422	Ayres Associates Inc	220654	01-43-6109	LUC Updates-Jan	22,740.75
Total 39422:							22,740.75
02/25	02/10/2025	39423	BUCKEYE WELDING SUPPLY C	0005102733	04-44-6405	Cylinder Rental - Jan 25	7.65
Total 39423:							7.65
02/25	02/10/2025	39424	City of Loveland	11375235	01-42-5330	Training	300.00
Total 39424:							300.00
02/25	02/10/2025	39425	CO AUTO LGMTFRD LLC	80131210/1	01-42-6805	Tires & Alingment - PD12	139.95
Total 39425:							139.95
02/25	02/10/2025	39426	COLLEEN WHITLOW	12825 - WHI	01-41-5063	Reimbursement - Warwick Hotel	144.69
Total 39426:							144.69
02/25	02/10/2025	39427	CPRA	4630	01-46-6610	Membership Dues	445.00
Total 39427:							445.00
02/25	02/10/2025	39428	CPS HR Consulting	0015601	01-40-5401	HR Consultation-Dec	2,713.74
02/25	02/10/2025	39428	CPS HR Consulting	0015601	06-40-5401	HR Consultation-Dec	135.04
02/25	02/10/2025	39428	CPS HR Consulting	0015601	20-40-5401	HR Consultation-Dec	106.08

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Check Amount
Total 39428:							2,954.86
02/25	02/10/2025	39429	David Jay Thrower	02012025ME	01-48-5040	Municipal court judge - Jan	2,000.00
Total 39429:							2,000.00
02/25	02/10/2025	39430	Denali Water Solutions LLC	INV993550	06-47-6601	Sludge Disposal	1,365.00
Total 39430:							1,365.00
02/25	02/10/2025	39431	Denver Nuggets	324953684-1	01-46-6135	Basketball Jerseys for 2025	2,973.90
Total 39431:							2,973.90
02/25	02/10/2025	39432	Douglas Rock	01.30.25-PE	01-11-4110	Administrative Fee	50.00
02/25	02/10/2025	39432	Douglas Rock	01.30.25-PE	01-11-4100	Business License Inspection	75.00
Total 39432:							125.00
02/25	02/10/2025	39433	DRCOG	026431	04-44-5201	Computer & Tech 2024 Project	2,000.00
Total 39433:							2,000.00
02/25	02/10/2025	39434	DYNAMIC DESIGNS PRINTING,	90292	01-49-6121	Community Report	4,277.85
Total 39434:							4,277.85
02/25	02/10/2025	39435	Elan Cardmember Service	1368 - 1/24/2	01-49-5421	Built for Mead Ads	109.77
02/25	02/10/2025	39435	Elan Cardmember Service	1368 - 1/24/2	01-49-6149	Engagement	130.00
02/25	02/10/2025	39435	Elan Cardmember Service	1368 - 1/24/2	01-49-5061	Wellness Subscription	140.00
02/25	02/10/2025	39435	Elan Cardmember Service	1368 - 1/24/2	01-46-6135	Rec Supplies	29.68
02/25	02/10/2025	39435	Elan Cardmember Service	1368 - 1/24/2	01-49-6402	Eco Dev Website - ADA	59.00
02/25	02/10/2025	39435	Elan Cardmember Service	1368 - 1/24/2	01-46-5063	KN - Red Cross Training	299.00
02/25	02/10/2025	39435	Elan Cardmember Service	1368 - 1/24/2	01-49-6610	Newsletter Subscription	45.00
02/25	02/10/2025	39435	Elan Cardmember Service	1368 - 1/24/2	01-49-6610	Adobe Subscription LN	659.88
02/25	02/10/2025	39435	Elan Cardmember Service	1368 - 1/24/2	01-49-6610	URL Subscription	35.00
02/25	02/10/2025	39435	Elan Cardmember Service	1368 - 1/24/2	01-46-6135	Flag Football	25.00
02/25	02/10/2025	39435	Elan Cardmember Service	1368 - 1/24/2	01-49-6402	Shop Mead Event Eco Dev	2,225.88
02/25	02/10/2025	39435	Elan Cardmember Service	1368 - 1/24/2	01-40-6610	Zoom Webinar Subscription	79.00
02/25	02/10/2025	39435	Elan Cardmember Service	1368 - 1/24/2	01-49-5700	Parking	26.81
02/25	02/10/2025	39435	Elan Cardmember Service	1368 - 1/24/2	01-49-5700	Parking	26.81
02/25	02/10/2025	39435	Elan Cardmember Service	1368 - 1/24/2	01-49-5700	Parking	26.81
02/25	02/10/2025	39435	Elan Cardmember Service	1454 1/24/20	01-43-5063	RMLUI Conference	486.63
02/25	02/10/2025	39435	Elan Cardmember Service	3514 1/24/20	01-42-5063	E 470 Express Tolls - PD Training	24.25
02/25	02/10/2025	39435	Elan Cardmember Service	3514 1/24/20	01-47-5063	E 470 Express Tolls - PW Training	2.80
02/25	02/10/2025	39435	Elan Cardmember Service	3514 1/24/20	01-40-6610	Online Subscription - no receipt	6.99
02/25	02/10/2025	39435	Elan Cardmember Service	3866 1/24/25	01-42-5254	RDS Protective Cover	39.90
02/25	02/10/2025	39435	Elan Cardmember Service	3866 1/24/25	01-42-5331	News subscription - Dec	50.00
02/25	02/10/2025	39435	Elan Cardmember Service	3866 1/24/25	01-42-5254	Medical Shears	96.29
02/25	02/10/2025	39435	Elan Cardmember Service	3866 1/24/25	01-42-6610	Adobe Subscription	19.99
02/25	02/10/2025	39435	Elan Cardmember Service	3866 1/24/25	01-42-5330	Refund for accidental personal charge	96.27-
02/25	02/10/2025	39435	Elan Cardmember Service	3866 1/24/25	01-42-6610	Veh 14 connected services subscription	15.00
02/25	02/10/2025	39435	Elan Cardmember Service	3866 1/24/25	01-42-6610	Adobe subscription	23.88
02/25	02/10/2025	39435	Elan Cardmember Service	3866 1/24/25	01-42-6610	Remarkable subscription	5.98
02/25	02/10/2025	39435	Elan Cardmember Service	3866 1/24/25	01-42-6610	Adobe Subscription	19.99
02/25	02/10/2025	39435	Elan Cardmember Service	3866 1/24/25	01-42-5201	Frqn Fees	.11
02/25	02/10/2025	39435	Elan Cardmember Service	4097 - INTE	01-40-5701	Interest	16.86-

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Check Amount
02/25	02/10/2025	39435	Elan Cardmember Service	6819 1/24/25	01-42-5063	Training	750.00
02/25	02/10/2025	39435	Elan Cardmember Service	6819 1/24/25	01-42-6805	2022 Ford Explorer oil change & service	236.64
02/25	02/10/2025	39435	Elan Cardmember Service	6819 1/24/25	01-42-6805	Lube Deicer & Battery Cleaner	13.98
02/25	02/10/2025	39435	Elan Cardmember Service	6819 1/24/25	01-42-6805	Wiper Blades 2020 Chevy Tahoe	54.92
02/25	02/10/2025	39435	Elan Cardmember Service	6819 1/24/25	01-42-5063	Training	425.00
02/25	02/10/2025	39435	Elan Cardmember Service	6819 1/24/25	01-42-6210	Food for Interview Panel	37.80
02/25	02/10/2025	39435	Elan Cardmember Service	6819 1/24/25	01-42-7020	Pre Paid Postage Envelopes	224.00
02/25	02/10/2025	39435	Elan Cardmember Service	6819 1/24/25	01-42-7051	Uniform Name Tag	25.20
02/25	02/10/2025	39435	Elan Cardmember Service	6819 1/24/25	01-42-6610	Yearly Dues	220.00
02/25	02/10/2025	39435	Elan Cardmember Service	6819 1/24/25	01-42-6610	Dues	45.00
02/25	02/10/2025	39435	Elan Cardmember Service	7665 - 1/24/2	01-45-6104	Parks Connectivity	30.00
02/25	02/10/2025	39435	Elan Cardmember Service	7665 - 1/24/2	01-45-6104	Parks Connectivity	30.00
02/25	02/10/2025	39435	Elan Cardmember Service	7665 - 1/24/2	01-45-6104	Parks Connectivity	30.00
02/25	02/10/2025	39435	Elan Cardmember Service	7665 - 1/24/2	01-45-6104	Parks Connectivity	30.00
02/25	02/10/2025	39435	Elan Cardmember Service	7665 - 1/24/2	01-45-6104	Parks Connectivity	30.00
02/25	02/10/2025	39435	Elan Cardmember Service	7665 - 1/24/2	01-49-5220	Town Events	119.94
02/25	02/10/2025	39435	Elan Cardmember Service	7665 - 1/24/2	01-45-6104	Parks Connectivity	30.00
02/25	02/10/2025	39435	Elan Cardmember Service	7665 - 1/24/2	01-45-5063	Training	2,140.00
02/25	02/10/2025	39435	Elan Cardmember Service	7665 - 1/24/2	01-45-6104	Parks Connectivity	30.00
02/25	02/10/2025	39435	Elan Cardmember Service	7700 1/24/25	01-40-6610	Online subscription - no receipt	13.00
02/25	02/10/2025	39435	Elan Cardmember Service	7700 1/24/25	01-40-5205	Postage	9.00
02/25	02/10/2025	39435	Elan Cardmember Service	7700 1/24/25	01-41-5330	CML Mayor's Summit - CW	95.00
02/25	02/10/2025	39435	Elan Cardmember Service	7700 1/24/25	01-40-5205	Postage	32.00
02/25	02/10/2025	39435	Elan Cardmember Service	7700 1/24/25	01-40-6610	Online Subscription - no receipt	47.67
02/25	02/10/2025	39435	Elan Cardmember Service	7700 1/24/25	01-40-7025	State and Federal Posters 2025	103.79
02/25	02/10/2025	39435	Elan Cardmember Service	7700 1/24/25	01-40-6511	Postage	9.00
02/25	02/10/2025	39435	Elan Cardmember Service	7700 1/24/25	01-40-6511	Postage	27.00
02/25	02/10/2025	39435	Elan Cardmember Service	7700 1/24/25	01-40-6610	CGFOA Membership Renewal - KB	65.00
02/25	02/10/2025	39435	Elan Cardmember Service	7700 1/24/25	01-41-5700	BOT Retreat	283.63
02/25	02/10/2025	39435	Elan Cardmember Service	7700 1/24/25	01-41-5700	BOT Retreat	29.38
02/25	02/10/2025	39435	Elan Cardmember Service	7700 1/24/25	01-40-5700	New EE Lunch	35.92
02/25	02/10/2025	39435	Elan Cardmember Service	7700 1/24/25	01-40-6511	Postage	9.00
02/25	02/10/2025	39435	Elan Cardmember Service	7700 1/24/25	01-40-6610	Online Subscription - no receipt	9.99
02/25	02/10/2025	39435	Elan Cardmember Service	7700 1/24/25	01-40-7010	Wall Calendar for HM	34.99
02/25	02/10/2025	39435	Elan Cardmember Service	7700 1/24/25	01-41-5700	BOT	403.06
02/25	02/10/2025	39435	Elan Cardmember Service	7700 1/24/25	01-40-6511	Postage	17.36
02/25	02/10/2025	39435	Elan Cardmember Service	7700 1/24/25	01-40-6610	Online subscription - no receipt	18.99
02/25	02/10/2025	39435	Elan Cardmember Service	7700 1/24/25	01-40-5700	Staff	248.60
02/25	02/10/2025	39435	Elan Cardmember Service	7700 1/24/25	01-40-6511	Postage	16.80
02/25	02/10/2025	39435	Elan Cardmember Service	7700 1/24/25	01-40-6511	Postage	8.40
02/25	02/10/2025	39435	Elan Cardmember Service	7700 1/24/25	01-40-6511	Postage	8.40
Total 39435:							10,624.78
02/25	02/10/2025	39436	Equinox Development	1.9.25 - EQU	99-01-1076	Overpayment on CDOT CR 7 & 56 Reim	97,548.12
Total 39436:							97,548.12
02/25	02/10/2025	39437	Erika Pflipsen	011425-PFLI	01-47-7010	employee reimb - Office Supplies - crea	36.45
Total 39437:							36.45
02/25	02/10/2025	39438	Essenza Architecture	2206-19	09-49-8516	Community Center	12,841.00
Total 39438:							12,841.00
02/25	02/10/2025	39439	FASTENAL	COLON1107	01-47-7020	Operating Supplies	21.78
02/25	02/10/2025	39439	FASTENAL	COLON1107	04-44-6831	Snow Removal	143.44

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Check Amount
Total 39439:							165.22
02/25	02/10/2025	39440	Felsburg Holt & Ullevig	43764	14-44-8503	3rd & Welker Design	590.00
Total 39440:							590.00
02/25	02/10/2025	39441	FRONTIER SELF STORAGE	020125-FRO	01-40-5700	Storage - Feb	100.00
Total 39441:							100.00
02/25	02/10/2025	39442	GMCO CORPORATION	25-2387	04-44-6834	Dust Control	7,444.36
02/25	02/10/2025	39442	GMCO CORPORATION	25-2461	04-44-6834	Dust Control	11,235.88
Total 39442:							18,680.24
02/25	02/10/2025	39443	Hixon MFG & Supply Company	INV162153	06-47-7305	Manhole/Hook & Pick	1,378.91
Total 39443:							1,378.91
02/25	02/10/2025	39444	Jacey Wenger	12925-WEN	01-49-5700	Mileage Reimbursement	47.70
Total 39444:							47.70
02/25	02/10/2025	39445	Johnston Enterprises Inc	420187	04-44-6802	PED Crossing Repair	142.86
02/25	02/10/2025	39445	Johnston Enterprises Inc	420240	04-44-6802	Repair PED crossing 3rd & Martin Ave	285.72
Total 39445:							428.58
02/25	02/10/2025	39446	Kaitlyn Newbanks	012925 - NE	01-49-5700	Mileage Reimbursement	47.70
Total 39446:							47.70
02/25	02/10/2025	39447	Karla Motley	12125 - MOT	01-40-6511	Reimbursement - Postage	11.16
Total 39447:							11.16
02/25	02/10/2025	39448	Kimball Midwest	102955044	01-47-7020	Shop Supplies	103.80
02/25	02/10/2025	39448	Kimball Midwest	102975915	01-47-7305	Shop Supplies	298.47
Total 39448:							402.27
02/25	02/10/2025	39449	LITTLE THOMPSON WATER DIS	1003301 1/2	01-47-6111	1341 WC 34	42.61
02/25	02/10/2025	39449	LITTLE THOMPSON WATER DIS	3470020 1/2	04-44-6111	1782 WC 32	38.12
02/25	02/10/2025	39449	LITTLE THOMPSON WATER DIS	607001 1/20/	06-47-6111	5423 WC 32	34.39
02/25	02/10/2025	39449	LITTLE THOMPSON WATER DIS	618801 1/20/	01-45-6111	150 Main St	50.34
02/25	02/10/2025	39449	LITTLE THOMPSON WATER DIS	619202 1/20/	01-45-6111	401 3rd St	34.39
02/25	02/10/2025	39449	LITTLE THOMPSON WATER DIS	619802 1/20/	01-45-6111	242 Dillingham	226.33
02/25	02/10/2025	39449	LITTLE THOMPSON WATER DIS	620201 1/20/	01-45-6111	2700 WC 34.5	117.76
02/25	02/10/2025	39449	LITTLE THOMPSON WATER DIS	621801 1/20/	01-45-6111	160 1st St	117.76
02/25	02/10/2025	39449	LITTLE THOMPSON WATER DIS	622501 1/20/	01-45-6111	365 Welker	50.34
02/25	02/10/2025	39449	LITTLE THOMPSON WATER DIS	650402 1/20/	01-40-6111	242 Main St	34.39
02/25	02/10/2025	39449	LITTLE THOMPSON WATER DIS	657602 1/20/	06-47-6111	4504 E Welker	166.56
02/25	02/10/2025	39449	LITTLE THOMPSON WATER DIS	657701 1/20/	01-45-6111	156 Eagle	61.29
02/25	02/10/2025	39449	LITTLE THOMPSON WATER DIS	657801 1/20/	01-42-6111	357 Main - Police	73.29
02/25	02/10/2025	39449	LITTLE THOMPSON WATER DIS	657901 1/20/	01-45-6111	16775 North Cre	166.19
02/25	02/10/2025	39449	LITTLE THOMPSON WATER DIS	658001 1/20/	01-45-6111	441 3rd St	166.19
02/25	02/10/2025	39449	LITTLE THOMPSON WATER DIS	658101 1/20/	01-45-6111	10 Fairburn	50.34

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Check Amount
02/25	02/10/2025	39449	LITTLE THOMPSON WATER DIS	658201 1/20/	01-40-6111	441 3rd st	60.35
02/25	02/10/2025	39449	LITTLE THOMPSON WATER DIS	6924409 1/2	01-42-6111	201 Welker	34.41
Total 39449:							1,525.05
02/25	02/10/2025	39450	LORELEI NELSON	012925 - NE	01-49-5700	Mileage Reimbursement	63.65
Total 39450:							63.65
02/25	02/10/2025	39451	MAIN STREET MAT COMPANY	257412	01-40-7020	Mat svcs-Jan	69.36
02/25	02/10/2025	39451	MAIN STREET MAT COMPANY	257417	01-47-7020	Mat svcs - Jan - PW	109.10
02/25	02/10/2025	39451	MAIN STREET MAT COMPANY	259259	01-40-7020	Mat svcs-Jan	69.36
02/25	02/10/2025	39451	MAIN STREET MAT COMPANY	259260	01-42-6111	Mat svcs	67.33
02/25	02/10/2025	39451	MAIN STREET MAT COMPANY	259266	01-47-7020	Mat svcs - Jan	109.10
Total 39451:							424.25
02/25	02/10/2025	39452	Matt Nelson	012725 - MA	99-01-1075	Refund overpayment. Account 219.01	48.21
Total 39452:							48.21
02/25	02/10/2025	39453	MCCI LLC	RN21105	01-41-6610	Laserfiche Renewal Subscription 2025-2	8,725.00
Total 39453:							8,725.00
02/25	02/10/2025	39454	McDonald Farms Enterprises	0134041-IN	01-45-6113	Overweight Charge	651.50
02/25	02/10/2025	39454	McDonald Farms Enterprises	0134115-IN	06-47-6601	Vac tanker-4504 Welker	1,816.50
Total 39454:							2,468.00
02/25	02/10/2025	39455	MEAD AREA CHAMBER OF CO	2025AMD-00	01-46-5063	MACC Meeting	90.00
Total 39455:							90.00
02/25	02/10/2025	39456	Michael Welsh	012725 - MIC	99-01-1075	Refund overpayment. Account 765.01	74.27
Total 39456:							74.27
02/25	02/10/2025	39457	Mike or Kya Root	012725 - MIK	99-01-1075	Refund overpayment. Account 329.02	49.82
Total 39457:							49.82
02/25	02/10/2025	39458	Mile High Shooting Accessories L	INV56407	01-42-5063	Ammunition	10,117.10
Total 39458:							10,117.10
02/25	02/10/2025	39459	Minuteman Press	14559	01-40-7020	Envelopes	165.04
02/25	02/10/2025	39459	Minuteman Press	14650	01-42-7020	Business Cards - IM & MM	157.62
02/25	02/10/2025	39459	Minuteman Press	14819	01-42-7020	Business Cards - PD	157.62
Total 39459:							480.28
02/25	02/10/2025	39460	MJT Communications	14243	01-40-6109	Computer - Admin	1,160.00
02/25	02/10/2025	39460	MJT Communications	14243	06-40-6109	Computer - Sewer	145.00
02/25	02/10/2025	39460	MJT Communications	14243	20-40-6109	Computer - MURA	145.00
02/25	02/10/2025	39460	MJT Communications	14245	01-40-6109	Computer - Admin	516.00
02/25	02/10/2025	39460	MJT Communications	14245	06-40-6109	Computer - Sewer	64.50
02/25	02/10/2025	39460	MJT Communications	14245	20-40-6109	Computer - MURA	64.50

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Check Amount
02/25	02/10/2025	39460	MJT Communications	14261	01-40-6109	Computer - Admin	1,418.00
02/25	02/10/2025	39460	MJT Communications	14261	06-40-6109	Computer - Sewer	177.25
02/25	02/10/2025	39460	MJT Communications	14261	20-40-6109	Computer - MURA	177.25
Total 39460:							3,867.50
02/25	02/10/2025	39461	NEXTRUST INC.	396513	06-40-6511	Sewer Bills - Jan	437.88
02/25	02/10/2025	39461	NEXTRUST INC.	396513	06-40-6106	Sewer Bills - Jan	209.98
Total 39461:							647.86
02/25	02/10/2025	39462	OCCUPATIONAL HEALTH CENT	17990148	01-42-6210	Physical - IM	940.00
Total 39462:							940.00
02/25	02/10/2025	39463	One Way Inc	350221	06-47-5310	D13927E - 4504 Welker Ave	132.74
02/25	02/10/2025	39463	One Way Inc	350249	01-47-5310	D13927G - 1341 County Rd 34	79.49
02/25	02/10/2025	39463	One Way Inc	350376	01-47-5310	D13927H - 1341 County Rd 34	105.47
02/25	02/10/2025	39463	One Way Inc	350427	01-42-5310	D13927A - 537 Main St	79.49
02/25	02/10/2025	39463	One Way Inc	350428	01-42-5310	D13927B - 537 Main St	51.09
02/25	02/10/2025	39463	One Way Inc	350443	01-40-5310	D13927C - 441 E Third St	79.49
02/25	02/10/2025	39463	One Way Inc	350444	01-40-5310	D13927D - 441 Third St	51.09
02/25	02/10/2025	39463	One Way Inc	350485	01-42-5310	13927F - 201 Welker Ave	27.29
02/25	02/10/2025	39463	One Way Inc	359100	06-47-6113	D13927E - 4504 Welker Trash	135.00
02/25	02/10/2025	39463	One Way Inc	359128	01-47-6113	D13927G - 1341 County Road 34 Trash	80.00
02/25	02/10/2025	39463	One Way Inc	359253	01-47-6113	D13927H - 1341 County Rd 34 Recycle	105.80
02/25	02/10/2025	39463	One Way Inc	359303	01-42-6113	D13927A - 537 Main St Trash	82.15
02/25	02/10/2025	39463	One Way Inc	359304	01-42-6113	D13927B - 537 Main St Recycle	53.25
02/25	02/10/2025	39463	One Way Inc	359318	01-40-6113	D13927C - 441 3rd St Trash	80.12
02/25	02/10/2025	39463	One Way Inc	359319	01-40-6113	D13927D - 441 Third St Recycle	51.50
02/25	02/10/2025	39463	One Way Inc	359361	01-42-6113	13927F - 201 Welker	27.55
Total 39463:							1,221.52
02/25	02/10/2025	39464	Otak, Inc	00001250011	14-44-8536	SH66/PED Crossing	787.00
Total 39464:							787.00
02/25	02/10/2025	39465	PerkCity Inc	INV4228	01-49-5061	Wellness Rewards	535.00
02/25	02/10/2025	39465	PerkCity Inc	INV4505	01-49-5061	Wellness Subscription 2/25-2/26	2,016.00
Total 39465:							2,551.00
02/25	02/10/2025	39466	Police Records & Information Man	30354	01-42-5063	Seminar - Training MR	279.00
Total 39466:							279.00
02/25	02/10/2025	39467	Pomp's Tire Service, Inc	1910017958	01-47-6805	PW - Fleet R & M	1,071.40
Total 39467:							1,071.40
02/25	02/10/2025	39468	Professional Management Solutio	85018	01-40-5401	Finance - Admin	8,843.00
02/25	02/10/2025	39468	Professional Management Solutio	85018	06-40-5401	Finance - Sewer	1,105.38
02/25	02/10/2025	39468	Professional Management Solutio	85018	20-40-5401	Finance - MURA	1,105.37
Total 39468:							11,053.75
02/25	02/10/2025	39469	RAMEY ENVIRONMENTAL COM	28879	06-47-5215	R&M - WWTP	1,806.75

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Check Amount
02/25	02/10/2025	39469	RAMEY ENVIRONMENTAL COM	28939	06-47-6807	Raterink - Jan	698.12
Total 39469:							2,504.87
02/25	02/10/2025	39470	Rhomar Industries Inc	107567	04-44-6831	Snow Removal	3,577.04
Total 39470:							3,577.04
02/25	02/10/2025	39471	Scheels All Sports	152644	01-46-7051	Rec Uniforms K & J	373.94
Total 39471:							373.94
02/25	02/10/2025	39472	SportsEngine, Inc	INV0197444	01-49-5260	BG Checks for 12.2024	138.00
Total 39472:							138.00
02/25	02/10/2025	39473	Stericycle Inc	8009640917	01-41-6199	Document Management	375.00
Total 39473:							375.00
02/25	02/10/2025	39474	SUNRISE ENVIRONMENTAL SCI	151594	04-44-6831	Ice Melt/Facilities	1,180.25
02/25	02/10/2025	39474	SUNRISE ENVIRONMENTAL SCI	151641	01-47-7020	Aerosol - Shop	224.22
Total 39474:							1,404.47
02/25	02/10/2025	39475	THE HARTFORD-GROUP BENE	9247030294	01-40-5066	STD / LTD Insurance	208.15
02/25	02/10/2025	39475	THE HARTFORD-GROUP BENE	9247030294	01-41-5066	STD / LTD Insurance	10.43
02/25	02/10/2025	39475	THE HARTFORD-GROUP BENE	9247030294	01-42-5066	STD / LTD Insurance	391.65
02/25	02/10/2025	39475	THE HARTFORD-GROUP BENE	9247030294	01-43-5066	STD / LTD Insurance	149.07
02/25	02/10/2025	39475	THE HARTFORD-GROUP BENE	9247030294	04-44-5066	STD / LTD Insurance	290.70
02/25	02/10/2025	39475	THE HARTFORD-GROUP BENE	9247030294	01-45-5066	STD / LTD Insurance	295.40
02/25	02/10/2025	39475	THE HARTFORD-GROUP BENE	9247030294	01-47-5066	STD / LTD Insurance	224.77
02/25	02/10/2025	39475	THE HARTFORD-GROUP BENE	9247030294	01-48-5066	STD / LTD Insurance	33.40
02/25	02/10/2025	39475	THE HARTFORD-GROUP BENE	9247030294	01-49-5066	STD / LTD Insurance	126.77
02/25	02/10/2025	39475	THE HARTFORD-GROUP BENE	9247030294	06-40-5066	STD / LTD Insurance	122.48
02/25	02/10/2025	39475	THE HARTFORD-GROUP BENE	9247030294	20-40-5066	STD / LTD Insurance	101.90
Total 39475:							1,954.72
02/25	02/10/2025	39476	TOWN OF FREDERICK	INV00477	01-42-5343	Victim Assistance Services - 2024	13,665.27
Total 39476:							13,665.27
02/25	02/10/2025	39477	TOWN OF MEAD	18.02 - 2/5/2	01-40-6111	Sewer	49.82
02/25	02/10/2025	39477	TOWN OF MEAD	31.11 - 2/5/20	01-42-6111	Sewer	45.28
02/25	02/10/2025	39477	TOWN OF MEAD	338.01 - 2/5/	01-40-6111	Sewer	59.77
02/25	02/10/2025	39477	TOWN OF MEAD	453.01 - 2/5/	01-42-6111	Sewer	136.15
02/25	02/10/2025	39477	TOWN OF MEAD	478.02 - 2/5/	01-40-6111	Sewer	49.82
02/25	02/10/2025	39477	TOWN OF MEAD	566.02 - 2/5/	01-45-6111	Sewer	49.82
02/25	02/10/2025	39477	TOWN OF MEAD	630.04 - 2/5/	01-40-6111	Sewer	49.82
Total 39477:							440.48
02/25	02/10/2025	39478	Tradesman Elevator	12325	01-40-6801	Elev. Maintenance - Jan 25	185.66
Total 39478:							185.66
02/25	02/10/2025	39479	TRAFFIC SIGNAL CONTROLS, I	9168	04-44-7041	Street Signs & Markers	284.00

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Check Amount
Total 39479:							284.00
02/25	02/10/2025	39480	Utility Notification Center of Color	225010877	06-47-6120	Line locates-January	536.70
Total 39480:							536.70
02/25	02/10/2025	39481	WATER TECHNOLOGY GROUP	5614356	06-47-6808	Filter - R&M WWTP	540.00
Total 39481:							540.00
02/25	02/10/2025	39482	Weld County Combined Courts	012925 WCC	14-44-8503	Case #2024CV30061-USASIA Property	108,800.00
Total 39482:							108,800.00
02/25	02/10/2025	39483	WELD COUNTY TREASURER	R8986668 20	01-43-6107	Parcel 120716100003 2024 taxes	60.70
02/25	02/10/2025	39483	WELD COUNTY TREASURER	R8988643 20	01-43-6107	Parcel 120708400015 2024 taxes	9.26
Total 39483:							69.96
02/25	02/10/2025	39484	WELD REGIONAL COMMUNICA	104768	01-42-6999	Dispatch Services - 2025	68,063.00
Total 39484:							68,063.00
02/25	02/10/2025	39485	WSB LLC	2-303562-00	14-44-8533	CR34 Bridge Design - November	3,862.00
02/25	02/10/2025	39485	WSB LLC	2-303562-00	14-44-8533	CR34 Bridge Design - December	3,943.00
Total 39485:							7,805.00
02/25	02/05/2025	20525100	TDS	0006545 - 1/	01-40-6311	Internet - Feb	462.30
Total 20525100:							462.30
02/25	02/05/2025	20525101	UNITED POWER	61303 1/17/2	01-45-6111	Area Light - Jan	11.90
02/25	02/05/2025	20525101	UNITED POWER	88601 1/17/2	04-44-6111	Street Lights - Jan	3,194.61
02/25	02/05/2025	20525101	UNITED POWER	92015 1/17/2	01-42-6111	201 Welker	35.92
Total 20525101:							3,242.43
02/25	02/06/2025	20625100	CEBT	INV 0072141	01-02-2310	Health Insurance	48,226.48
02/25	02/06/2025	20625100	CEBT	INV 0072141	06-02-2310	Health Insurance	2,715.77
02/25	02/06/2025	20625100	CEBT	INV 0072141	20-02-2310	Health Insurance	2,737.11
02/25	02/06/2025	20625100	CEBT	INV 0072141	04-02-2310	Health Insurance	7,902.64
Total 20625100:							61,582.00
02/25	02/06/2025	20625101	CENTURY LINK	0831 - 2/5/20	01-40-6110	Fax - 0831	80.37
02/25	02/06/2025	20625101	CENTURY LINK	4018 2/1/25	01-40-6110	Elevator Line - Feb	88.25
02/25	02/06/2025	20625101	CENTURY LINK	4770 - 2/5/20	01-42-6110	Fax 4770	74.61
Total 20625101:							243.23
02/25	02/07/2025	20725100	All Copy Products Inc	547109066	01-47-6126	Copier Lease-January	78.23
02/25	02/07/2025	20725100	All Copy Products Inc	547115147	01-40-6126	Copier Lease-Jan	96.41
Total 20725100:							174.64
02/25	02/07/2025	20725101	Fusion Cloud Company	10027461	01-40-6110	Phone Bill	285.90

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Check Amount
Total 20725101:							285.90
02/25	02/07/2025	20725102	HOME DEPOT CREDIT SERVIC	3013493	01-45-6805	R&M Fleet	49.72
02/25	02/07/2025	20725102	HOME DEPOT CREDIT SERVIC	5154519	01-40-6801	R&M Facilities	278.80
02/25	02/07/2025	20725102	HOME DEPOT CREDIT SERVIC	5621813	01-47-7020	Operating Supplies	81.67
02/25	02/07/2025	20725102	HOME DEPOT CREDIT SERVIC	6611874	01-47-7020	Operating Supplies	147.86
Total 20725102:							558.05
02/25	02/07/2025	20725103	Xpress Bill Pay	INV-XPR020	06-40-6316	Sewer Bills - Jan	784.28
02/25	02/07/2025	20725103	Xpress Bill Pay	INV-XPR020	01-40-6316	Sewer Bills - Jan	196.07
Total 20725103:							980.35
Grand Totals:							515,459.50

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-02-2000	113.13	223,917.25-	223,804.12-
01-02-2310	48,226.48	.00	48,226.48
01-11-4100	75.00	.00	75.00
01-11-4110	50.00	.00	50.00
01-40-5066	208.15	.00	208.15
01-40-5067	215.00	.00	215.00
01-40-5205	41.00	.00	41.00
01-40-5310	130.58	.00	130.58
01-40-5401	11,556.74	.00	11,556.74
01-40-5700	384.52	.00	384.52
01-40-5701	.00	16.86-	16.86-
01-40-6109	3,094.00	.00	3,094.00
01-40-6110	454.52	.00	454.52
01-40-6111	303.97	.00	303.97
01-40-6113	131.62	.00	131.62
01-40-6126	235.33	.00	235.33
01-40-6311	462.30	.00	462.30
01-40-6316	196.07	.00	196.07
01-40-6511	107.12	.00	107.12
01-40-6610	240.64	.00	240.64
01-40-6801	464.46	.00	464.46
01-40-7010	192.47	.00	192.47
01-40-7020	303.76	.00	303.76
01-40-7025	103.79	.00	103.79
01-41-5063	144.69	.00	144.69
01-41-5066	10.43	.00	10.43
01-41-5330	95.00	.00	95.00
01-41-5700	716.07	.00	716.07
01-41-6199	375.00	.00	375.00
01-41-6610	8,725.00	.00	8,725.00
01-42-5063	11,920.35	.00	11,920.35
01-42-5066	391.65	.00	391.65
01-42-5201	.11	.00	.11
01-42-5254	136.19	.00	136.19
01-42-5310	157.87	.00	157.87

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
01-42-5330	300.00	96.27-	203.73
01-42-5331	50.00	.00	50.00
01-42-5343	13,665.27	.00	13,665.27
01-42-6110	74.61	.00	74.61
01-42-6111	392.38	.00	392.38
01-42-6113	162.95	.00	162.95
01-42-6210	977.80	.00	977.80
01-42-6610	349.84	.00	349.84
01-42-6805	445.49	.00	445.49
01-42-6999	68,063.00	.00	68,063.00
01-42-7010	33.91	.00	33.91
01-42-7020	539.24	.00	539.24
01-42-7051	25.20	.00	25.20
01-43-5063	486.63	.00	486.63
01-43-5066	149.07	.00	149.07
01-43-6107	69.96	.00	69.96
01-43-6109	22,740.75	.00	22,740.75
01-45-5063	2,140.00	.00	2,140.00
01-45-5066	295.40	.00	295.40
01-45-6104	210.00	.00	210.00
01-45-6111	1,102.65	.00	1,102.65
01-45-6113	651.50	.00	651.50
01-45-6805	49.72	.00	49.72
01-46-5063	389.00	.00	389.00
01-46-6135	3,028.58	.00	3,028.58
01-46-6610	445.00	.00	445.00
01-46-7051	373.94	.00	373.94
01-47-5063	2.80	.00	2.80
01-47-5066	224.77	.00	224.77
01-47-5310	184.96	.00	184.96
01-47-6111	42.61	.00	42.61
01-47-6113	185.80	.00	185.80
01-47-6126	78.23	.00	78.23
01-47-6805	1,071.40	.00	1,071.40
01-47-7010	49.44	.00	49.44
01-47-7020	826.03	.00	826.03
01-47-7305	298.47	.00	298.47
01-48-5040	2,000.00	.00	2,000.00
01-48-5066	33.40	.00	33.40
01-48-6102	1,000.00	.00	1,000.00
01-49-5061	2,691.00	.00	2,691.00
01-49-5066	126.77	.00	126.77
01-49-5220	119.94	.00	119.94
01-49-5260	138.00	.00	138.00
01-49-5421	109.77	.00	109.77
01-49-5700	239.48	.00	239.48
01-49-6121	4,277.85	.00	4,277.85
01-49-6149	130.00	.00	130.00
01-49-6402	2,284.88	.00	2,284.88
01-49-6610	739.88	.00	739.88
04-02-2000	.00	37,727.27-	37,727.27-
04-02-2310	7,902.64	.00	7,902.64
04-44-5066	290.70	.00	290.70
04-44-5201	2,000.00	.00	2,000.00
04-44-6111	3,232.73	.00	3,232.73
04-44-6405	7.65	.00	7.65
04-44-6802	428.58	.00	428.58
04-44-6831	4,900.73	.00	4,900.73
04-44-6834	18,680.24	.00	18,680.24

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
04-44-7041	284.00	.00	284.00
06-02-2000	.00	14,508.23-	14,508.23-
06-02-2310	2,715.77	.00	2,715.77
06-40-5066	122.48	.00	122.48
06-40-5401	1,240.42	.00	1,240.42
06-40-6106	209.98	.00	209.98
06-40-6109	386.75	.00	386.75
06-40-6316	784.28	.00	784.28
06-40-6511	437.88	.00	437.88
06-47-5215	1,806.75	.00	1,806.75
06-47-5310	132.74	.00	132.74
06-47-6111	200.95	.00	200.95
06-47-6113	135.00	.00	135.00
06-47-6120	536.70	.00	536.70
06-47-6601	3,181.50	.00	3,181.50
06-47-6807	698.12	.00	698.12
06-47-6808	540.00	.00	540.00
06-47-7305	1,378.91	.00	1,378.91
09-02-2000	.00	12,841.00-	12,841.00-
09-49-8516	12,841.00	.00	12,841.00
14-02-2000	.00	124,421.25-	124,421.25-
14-44-8503	115,829.25	.00	115,829.25
14-44-8533	7,805.00	.00	7,805.00
14-44-8536	787.00	.00	787.00
20-02-2000	.00	4,437.21-	4,437.21-
20-02-2310	2,737.11	.00	2,737.11
20-40-5066	101.90	.00	101.90
20-40-5401	1,211.45	.00	1,211.45
20-40-6109	386.75	.00	386.75
99-01-1075	172.30	.00	172.30
99-01-1076	97,548.12	.00	97,548.12
99-02-2000	.00	97,720.42-	97,720.42-
Grand Totals:	515,685.76	515,685.76-	.00

Report Criteria:

Report type: GL detail



Agenda Item Summary

MEETING DATE: February 10, 2025

SUBJECT: **Resolution No. 11-R-2025** – A Resolution of the Town of Mead, Colorado, Authorizing the Mayor and Town Clerk to sign the Annual Highway User Tax Fund (HUTF) Mileage Certification Report

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

SUMMARY

The Highway User Tax Fund (HUTF) has been the backbone of state and local transportation financing since its creation in 1953. Major sources of revenue for the fund are motor fuel taxes, vehicle registration fees, driver's license fees, oversize load permits, and traffic penalty assessments. The largest contributor is the motor fuels tax. HUTF redistributes fuel taxes and other fees to state and local governments for transportation maintenance and improvements.

Each municipality receives a share of the municipal portion of the HUTF based on a formula that takes into account the number of vehicles registered and the center line miles of streets in each municipality relative to the same data in other municipalities. Generally, 80 percent of the distribution is based on the number of vehicles registered, and 20 percent on the centerline miles of street in a community. Each year the Town reports changes in mileage to the State of Colorado.

The Town increased its mileage by approximately 3.9 miles in 2024, primarily due to new construction in the Elevation 25 and Red Barn developments. This Resolution authorizes the Mayor and Town Clerk to sign the Annual Mileage Certification Report ("Report") on behalf of the Town of Mead, certifying the road miles set forth in the Report as accurate as of December 31, 2024.

FINANCIAL CONSIDERATIONS

In 2024, the Town received \$311,714.90, and the funding amount from HUTF to the Town in 2025 is currently estimated to be \$264,569.71.

STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve February 10, 2025, consent agenda will approve the Resolution. If this item is pulled off consent for questions or additional discussion, Staff recommends the following motion:

Suggested Motion:

"I move to adopt Resolution No. 11-R-2025 – A Resolution of the Town of Mead, Colorado, authorizing the Mayor and Town Clerk to sign the Annual Highway User Tax Fund Mileage Certification Report."

ATTACHMENTS

Resolution No. 11-R-2025
HUTF Signature Sheet

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 11-R-2025**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO,
AUTHORIZING THE MAYOR AND TOWN CLERK TO SIGN THE ANNUAL
HIGHWAY USER TAX FUND MILEAGE CERTIFICATION REPORT**

WHEREAS, the Town of Mead is required to annually report the road-lane miles within Town limits to the State of Colorado Department of Transportation (the “Annual Mileage Certification Report” or “Report”); and

WHEREAS, the State uses the information contained within the Report to determine, in part, how much money the Town will receive in 2025 from the Highway Users Tax Fund (“HUTF”); and

WHEREAS, the HUTF is a combination of State revenues from the motor fuel excise tax, annual vehicle license and registration fees, passenger-mile taxes, and other miscellaneous revenues; and

WHEREAS, the Board of Trustees desires to delegate authority to the Mayor and Town Clerk to execute the Annual Mileage Certification Report on behalf of the Town; and

WHEREAS, the Board of Trustees further desires to designate the Town Manager (or her designee) as the individual that the Colorado Department of Transportation (“CDOT”) may contact with questions regarding the Report,

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

Section 1. The Board of Trustees authorizes the Mayor and Town Clerk to sign the Annual Mileage Certification Report on behalf of the Town of Mead. The Board of Trustees further authorizes Town staff to complete the Annual Mileage Certification Report to designate the Town Manager (or designee) as the individual that CDOT may contact with questions regarding the Report.

Section 2. Effective Date. This Resolution shall be 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 10TH DAY OF FEBRUARY, 2025.

ATTEST:

TOWN OF MEAD

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

By: _____
Colleen G. Whitlow, Mayor



Mead Signature Sheet

FIPS Code : 49600

25.820 miles of arterial streets

42.568 miles of local streets

68.388 total miles of H.U.T. eligible streets

0.380 miles of non H.U.T. eligible streets - Maintained by others

2.695 miles of non H.U.T. eligible streets - Not maintained

This mileage is the certified total as of December 31, 2024

I declare under penalty of perjury in the second degree, and any other applicable state or federal laws, that the statements made on this document are true and complete to the best of my knowledge.

Mayor Date

City Clerk Date

We are required to inform you that a penalty of perjury statement is required pursuant to section 18-8-503 C.R.S. 2005, concerning the removal of requirements that certain forms be notarized.

The Colorado Department of Transportation can contact the following person with questions regarding this report:

Name Phone

Submit this signed copy with your annual mileage change report to the Colorado Department of Transportation.



Agenda Item Summary

MEETING DATE: February 10, 2025

SUBJECT: **Resolution No. 12-R-2025** - A Resolution of the Town of Mead, Colorado, Approving the Acquisition (Lease) of Two (2) Fleet Vehicles for 2025, Utilizing the Master Equity Lease Agreement with Enterprise Fleet Management (EFM) dated January 14, 2021

PRESENTED BY: Brent Newbanks, Chief of Police

SUMMARY

The Mead Police Department (“Department”) is requesting to lease two 2025 Ford Police Interceptors (the “Interceptors”) (together, the “Vehicles”) from Enterprise FM Trust (“Enterprise”) pursuant to the terms of that certain Master Equity Lease Agreement dated January 14, 2021, by and between the Town and Enterprise (the “Lease Agreement”).

The Vehicles are required to maintain the emergency response capabilities of the Department. Currently, the Police Department maintains a fleet of 8 Patrol/SRO vehicles with two backups. The vehicles being replaced have between 98,000 and 115,000 miles.

The Vehicles will be equipped for patrol use and assigned as needed. The budget includes an additional \$15k for upfitting the vehicles but the quotes have come in at \$33k and staff is still working on finding more reasonable quotes.

All fleet management of the leased vehicles is handled by Enterprise, including acquisition, outfitting, routine maintenance, and trade-in. The vehicles are acquired through Sourcewell, a cooperative public purchasing organization that holds competitively solicited cooperative contracts ready for use by government, education, and nonprofit organizations. Cooperative purchasing allows the Town to utilize competitive solicitations that meet or exceed local requirements and obtain the best pricing due to volume discounts.

The leasing program provides a predictable replacement schedule which more evenly distributes the expenses over time. There are no mileage penalties/fees/restrictions if the estimated lease mileage is exceeded. The equity in the leased vehicles at the end of the term may be applied toward future vehicles in the fleet management program (or the vehicles may be purchased if desired), further reducing ongoing operating costs.

Resolution No. 12-R-2025 (the “Resolution”): (a) authorizes the Mayor, Town Manager, and Town Clerk/Town Treasurer to execute the Schedule(s) (as that term is utilized in the Lease Agreement) and other documents as necessary to secure the acquisition of the Vehicles pursuant to and in accordance with the terms of the Lease Agreement; and (b) authorizes the Town Manager and the Chief of Police to execute any necessary documentation to upfit the Vehicles with the Upgrades, provided that the necessary funds for the Upgrades are available and appropriated in the approved 2025 Town budget.

FINANCIAL CONSIDERATIONS

The Vehicles will be on a 48-month lease term, and monthly payments will not be due until the Vehicles are delivered to the Town.

Financial obligations associated with the Vehicles will be as follows:

New Vehicle	Purchase Price	Annual Lease Payment	Monthly Lease Payment	Term (Months)
Ford Police Interceptor Utility (2025)	\$ 48,534.00	\$ 12,765.00	\$ 1,063.75	48
Ford Police Interceptor Utility (2025)	\$ 48,534.00	\$ 12,765.00	\$ 1,063.75	48
TOTAL		\$ 25,530.00		

STAFF RECOMMENDATION/ACTION REQUIRED

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

Suggested Motion:

“I move to approve Resolution 12-R-2025, A Resolution of the Town of Mead, Colorado, Approving the Acquisition (Lease) of Two (2) Fleet Vehicles for 2025, Utilizing the Master Equity Lease Agreement with Enterprise Fleet Management (EFM) dated January 14, 2021.”

ATTACHMENTS

Resolution No. 12-R-2025
Enterprise Fleet Management Quotes

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 12-R-2025**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING
THE ACQUISITION (LEASE) OF TWO (2) FLEET VEHICLES FOR 2025
UTILIZING THE MASTER EQUITY LEASE AGREEMENT WITH
ENTERPRISE FLEET MANAGEMENT (EFM) DATED JANUARY 14, 2021**

WHEREAS, the Town of Mead (“Town”) has the authority to enter into contracts for any lawful municipal purpose pursuant to § 31-15-101, C.R.S. and is authorized to lease personal property pursuant to § 31-15-101(1)(d); and

WHEREAS, the Town has previously entered into that certain Master Equity Lease Agreement dated January 14, 2021 (“Lease Agreement”) with Enterprise FM Trust, a Delaware statutory trust (“Enterprise”); and

WHEREAS, the Town intends to lease two (2) additional vehicles as generally described in **Exhibit A** attached hereto (the “Vehicles”) for use by the Town of Mead Police Department (the “Department”) in conducting Town law enforcement activities; and

WHEREAS, Town Staff has secured lease rate quotes for the Vehicles (Quote No. 8561810 dated 01/08/2025 from Enterprise which will be signed two times for two of the vehicles, a copy of all quotes is on file with the City Clerk); and

WHEREAS, the Board of Trustees has determined that the leasing of the Vehicles is for a valid public purpose and is essential to the operations of the Town; and

WHEREAS, the Board of Trustees desires to lease the Vehicles utilizing the terms of the Lease Agreement; and

WHEREAS, the Vehicles will require outfitting with upgrades for patrol use, including the installation of lights, siren, cage, police radio, decals, and other standard police equipment (the “Upgrades”); and

WHEREAS, the Board of Trustees desires to authorize the Town Manager and the Chief of Police to execute any necessary documentation to upfit the Vehicles with the Upgrades, provided that the necessary funds for the Upgrades are available in the approved 2025 Town budget and appropriated for said purpose; and

WHEREAS, the obligation of the Town to pay the monthly rentals (as defined in the Lease Agreements) shall be from year to year only, shall constitute currently budgeted expenditures of the Town, shall not constitute a mandatory charge or requirements in any ensuing budget year, and shall not constitute a general obligation or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the Town within the meaning of any constitutional or statutory limitation or requirements concerning the creation of indebtedness, nor a mandatory payment obligation of the Town in any ensuing fiscal year beyond any fiscal year during which the Lease Agreement shall be in effect.

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

Section 1. Determination of Need. The Board of Trustees of the Town has determined that a true and real need exists for the acquisition of Vehicles described in **Exhibit A**.

Section 2. Approval and Authorization. The Board of Trustees of the Town of Mead hereby authorizes the persons identified in this Section 2 below to execute the Schedule(s) (as that term is utilized in the Lease Agreement) and other documents as necessary to secure the acquisition of the Vehicles pursuant to and in accordance with the terms of the Lease Agreement:

<u>Authorized individuals:</u>	Mayor Colleen Whitlow Town Manager Helen Migchelbrink Town Clerk/Town Treasurer Mary Strutt
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Section 3. Authorization for Vehicle Upgrades. The Board of Trustees of the Town of Mead hereby delegates all necessary authority to the Town Manager and the Chief of Police to execute any necessary documentation to upfit the Vehicles with the Upgrades, provided that the necessary funds are available in the approved 2025 Town budget.

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 10TH DAY OF FEBRUARY, 2025.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

Exhibit A
Vehicles

New Vehicle	Purchase Price	Annual Lease Payment	Monthly Lease Payment	Term (Months)
Ford Police Interceptor Utility (2025)	\$ 48,534.00	\$ 12,765.00	\$ 1,063.75	48
Ford Police Interceptor Utility (2025)	\$ 48,534.00	\$ 12,765.00	\$ 1,063.75	48
TOTAL		\$ 25,530.00		

Prepared For: Town of Mead Strutt, Mary				Date 01/08/2025 AE/AM JB0/JB0	
Unit #					
Year	2025	Make	Ford	Model	Police Interceptor Utility
Series	Base All-Wheel Drive				
Vehicle Order Type	In-Stock	Term	48	State	CO Customer# 608136
\$ 48,534.00		Capitalized Price of Vehicle ¹		All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote. Order Information Driver Name Exterior Color (0 P) Agate Black Interior Color (0 I) Charcoal Black w/Unique HD Cloth Front Lic. Plate Type Government GVWR 0	
\$0.00	*	Sales Tax <u>0.0000%</u> State <u>CO</u>			
\$ 1,067.95	*	Initial License Fee			
\$ 0.00	*	Registration Fee			
\$ 0.00	*	Other:Courtesy Delivery Fee			
\$ 10,000.00	*	Capitalized Price Reduction			
\$ 0.00		Gain Applied From Prior Unit			
\$ 0.00	*	Security Deposit			
\$590.00	*	Taxes			
\$ 38,534.00		Total Capitalized Amount (Delivered Price)			
\$ 801.51		Depreciation Reserve @ <u>2.0800%</u>			
\$ 202.93		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²			
\$ 1,004.44		Total Monthly Rental Excluding Additional Services			
Additional Fleet Management					
Master Policy Enrollment Fees					
\$ 0.00		Commercial Automobile Liability Enrollment			
Liability Limit <u>\$0.00</u>					
\$ 0.00		Physical Damage Management		Comp/Coll Deductible <u>0 / 0</u>	
\$ 0.00		Full Maintenance Program ³ Contract Miles <u>0</u>		OverMileage Charge <u>\$ 0.0500</u> Per Mile	
Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>					
\$ 0.00		Additional Services SubTotal		# Tires <u>0</u> Loaner Vehicle Not Included	
\$ 59.26		Tax <u>5.9000%</u>		State <u>CO</u>	
\$ 1,063.70		Total Monthly Rental Including Additional Services			
\$ 61.52		Reduced Book Value at <u>48</u> Months			
\$ 400.00		Service Charge Due at Lease Termination			

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Exterior Color (0 P) Agate Black

Interior Color (0 I) Charcoal Black w/Unique HD Cloth Front

Lic. Plate Type Government

GVWR 0

Quote based on estimated annual mileage of 10,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE Town of Mead

BY TITLE DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

VEHICLE INFORMATION:

2025 Ford Police Interceptor Utility Base All-Wheel Drive - US

Series ID: K8A

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$48,029	\$49,515.00
Total Options	\$1,466.00	\$1,560.00
Destination Charge	\$1,595.00	\$1,595.00
Total Price	\$51,090.00	\$52,670.00

SELECTED COLOR:

Exterior:

UM-(0 P) Agate Black

Interior:

9W-(0 I) Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
119WB	119" Wheelbase	STD	STD
18D	Global Lock/Unlock Feature	NC	NC
44B	Transmission: 10-Speed Automatic	Included	Included
500A	Order Code 500A	NC	NC
51R	Driver Only LED Bulb Spot Lamp (Unity)	\$376.00	\$400.00
52P	Hidden Door-Lock Plunger	\$150.00	\$160.00
60R	Noise Suppression Bonds (Ground Straps)	\$94.00	\$100.00
68G	Rear-Door Controls Inoperable	Included	Included
87M	8" Rear Camera Image	NC	NC
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Included	Included
153	Front License Plate Bracket	NC	NC
425	50-State Emissions System	STD	STD
60A	Grille LED Lights, Siren & Speaker Pre-Wiring	Included	Included
66A	Front Headlamp Lighting Solution	\$846.00	\$900.00
99W	Engine: 3.3L V6 Direct-Injection Hybrid System	Included	Included
9W_01	(0 I) Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDAX	3.73 Axle Ratio	Included	Included
STDGV	GVWR: 6,840 lbs (3,103 kgs)	Included	Included
STDRD	Radio: AM/FM/MP3 Capable	Included	Included
STDTR	Tires: 255/60R18 AS BSW	Included	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel	Included	Included
SYNC	SYNC Phoenix Communication & Entertainment System	Included	Included
UM_01	(0 P) Agate Black	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote manual folding side-view door mirrors
Convex Driver Mirror: convex driver and passenger mirror
Spoiler: rear lip spoiler
Door Handles: black
Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip
Front Tow Hooks: 1 front tow hooks
Front License Plate Bracket: front license plate bracket
Body Material: galvanized steel/aluminum body material
: class III trailering with harness, hitch
Body Side Cladding: body-coloured bodyside cladding
Grille: black grille

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
Air Filter: air filter
Rear Air Conditioning: rear air conditioning
Cruise Control: cruise control with steering wheel controls
Trunk/Hatch/Door Remote Release: power cargo access remote release
Power Windows: power windows with driver and passenger 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (front doors) remote keyless entry
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors
Emergency SOS: emergency communication system
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Dashboard Storage: dashboard storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 4 speakers
Internet Access: Fleet Telematics Modem internet access
1st Row LCD: 1 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: projector beam LED low/high beam headlamps
Front Wipers: variable intermittent speed-sensitive wipers wipers
Rear Window wiper: fixed interval rear window wiper with heating wiper park
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Low Tire Pressure Warning: tire specific low-tire-pressure warning

Park Distance Control: Reverse Sensing System rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Forward Collision Alert: forward collision
Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Spare Tire Type: full-size spare tire
Spare Tire Mount: spare tire mounted inside under cargo
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Security System: security system
Tracker System: tracker system
Electronic Stability: electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and power reclining passenger seats
Driver Lumbar: power 2-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Rear Seat Type: rear 35-30-35 split-bench seat
Rear Folding Position: rear seat fold-forward seatback
Leather Upholstery: cloth front seat upholstery

Section 9, Item e.

Rear Seat Material: vinyl rear seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full vinyl/rubber floor covering

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Interior Accents: metal-look interior accents

Cargo Space Trim: carpet cargo space

Trunk Lid: plastic trunk lid/rear cargo door

Cargo Tie Downs: cargo tie-downs

Cargo Light: cargo light

Cargo Tray: cargo tray/organizer

Standard Engine:

Engine 318-hp, 3.3-liter V-6 (hybrid regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD



Agenda Item Summary

MEETING DATE: February 10, 2025

SUBJECT: **Resolution No. 08-R-2025** – A Resolution of the Town of Mead, Colorado, Adopting the Town of Mead Public Records Request Policy

PRESENTED BY: Mary Strutt, Administrative Services Director
Lori Strand, Deputy Town Attorney

SUMMARY

Resolution No. 08-R-2025 was presented to the Board of Trustees at the January 27, 2025 Regular Meeting. The Board requested a copy of the previous Open Records Request Policy (2014) in order to consider this Resolution.

Attached to this Agenda Item Summary is:

Town of Mead Open Records Request Policy 2014 (last amended 2019) (“2014 Policy”)
Town of Mead Public Records Request Policy (NEW – January 2025) – with annotations

The policy is being updated at this time for the following reasons:

1. The 2014 Policy copied select sections of the Open Records Act in 2014. Several of the provisions which were copied are outdated or incomplete.
2. The 2025 Policy was created to state in layman’s terms what is required by statute and case law regarding the release of public records.
3. The 2025 Policy establishes rules as allowed by statute. The rules include how to request public records and fees associated with requests. Pursuant to CORA 24-72-205(6)(b) the state sets the maximum hourly fee (for research and retrieval services). The fee was set at \$33.58/hour July 1, 2019, with an adjustment to be made every 5 years. The fee was adjusted to \$41.37 on July 1, 2024. In order for the Town of Mead to impose the current fee, the Town’s policy must be updated or readopted.
4. The 2025 Policy aims to establish a streamlined and consistent administrative procedure for processing public records requests. These provisions are meant to manage staff time/resources while also letting the public know what they can expect.
5. The 2025 Policy – with annotations provides brief explanations as to why the provisions were included.

Below is the summary which was included in the Agenda Item Summary prepared for the January 27, 2025 Regular Board of Trustees Meeting, Consent Agenda:

The public policies of the State of Colorado and the Town of Mead (“Town”) require all public records to be open for inspection at reasonable times unless specifically excepted by law. The Board of Trustees of the Town previously adopted the Town of Mead Open Records Policy (“2014 Policy”) by Resolution No. 17-R-2014. Based on legislative changes, current practices and the increase of digital record-keeping staff recommends repealing the 2014 Policy and replacing it with the attached Town of Mead Public Records Request Policy (“2025 Policy”).

The 2025 Policy sets forth the Town’s rules regarding the inspection of the Town’s public records including records available online, limitations and exemptions, forms of requests, response times, digital records, records retention and fees.

FINANCIAL CONSIDERATIONS

There is minimal financial impact of this policy. In certain circumstances the Town may charge for research, retrieval and redaction costs related to public records requests. The maximum hourly fee is set according to CRS 24-702-205 and adjusts every five years. This policy imposes the Town fee at \$41.37 to coincide with the July 1, 2024, adjustment.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends the following motion:

“I move to adopt Resolution No. 08-R-2025 – A Resolution of the Town of Mead, Colorado, adopting the Town of Mead Public Records Request Policy.”

ATTACHMENTS

Town of Mead Open Records Request Policy 2014 (last amended 2019) (“2014 Policy”)
Town of Mead Public Records Request Policy (NEW – January 2025) – with annotations
Resolution No. 08-R-2025
Town of Mead Public Records Request Policy (NEW – January 2025)

**TOWN OF MEAD
OPEN RECORDS POLICY**

1. DEFINITIONS

a. PUBLIC RECORD means:

All writings made, unless specifically exempted, maintained or kept by the Town or any agency, institution, or political subdivision thereof for use in the exercise of functions required or authorized by law or administrative rule or involving the receipt or expenditure of public funds. Criminal justice records (as defined by Colorado law) are not public records.

This includes correspondence of elected officials unless: it is a work product; it is without demonstrable connection to their elected official function; it does not involve the receipt or expenditure of public funds; it is a communication from a constituent who expects it to be confidential by its content; or it is otherwise subject to non-disclosure as required in 24-72-204(1) C.R.S.

b. WRITINGS means:

All books, papers, maps, photographs, cards, tapes, recordings, or other documentary materials, regardless of physical form or characteristics. This includes digitally stored data, including without limitation electronic mail messages, but does not include computer software.

2. INSPECTION, COPYING OR PHOTOGRAPHING OF PUBLIC RECORDS

The Colorado Revised Statutes (C.R.S.) state, in relevant part, the following:

24-72-203. Public Records open to inspection.

- a. All public records shall be open for inspection by any person at reasonable times.
- b. If the public record requested is not in the custody or control of the person to whom application is made, such person shall notify the applicant of this fact. In such notification he/she shall state the reason for the absence of the records from his/her custody, their location and what person then has custody of the record.
- c. If the public record requested is in the custody or control of the person to whom application is made but is in active use or in storage and unavailable at the time an applicant asks to examine it, such person shall notify the applicant of this fact. If requested by the applicant, the custodian shall set a date and hour within three (3) working days at which time the record will be made available for inspection. The time period may be extended up to seven (7) working days if there are extenuating circumstances as defined in C.R.S.

3. **GROUNDINGS FOR DENIAL - APPEAL PROCESS**

[Other relevant State Law:]

24-72-204. Allowance or denial of inspection - grounds - procedures - appeal.

- a. The custodian of any public record shall allow any person the right of inspection of such records EXCEPT on one or more of the following grounds:
 - i. Such inspection would be contrary to any state statute.
 - ii. Such inspection would be contrary to any federal statute or regulation issued there under having the force and effect of law.
 - iii. Such inspection is prohibited by rules promulgated by the Supreme Court or by the order of any court.
 - iv. Such inspection would be contrary to the requirements of any joint rule of the Senate and House of Representatives pertaining to lobbying practices.
- b. Generally, the custodian may deny the right of inspection of the following records on the ground that disclosure to the applicant would be contrary to the public interest (see 24-72-204 C.R.S. for specifics):
 - i. Any records of the investigations conducted by any sheriff, prosecuting attorney, or police department, or any records of the intelligence information or security procedures of said individuals, or files compiled for any other law enforcement purpose.
 - ii. Test questions, scoring keys and other examination data pertaining to administration of a licensing examination, employment examination or academic examination. Written promotional examinations and the scores and results shall be available for inspection, but not copying, by the person in interest after conducting and grading the examination.
 - iii. The contents of real estate appraisals relative to the acquisition of property or any interest in property for public use, until such time as title to the property has been transferred. The exception would be the owner of the property in any eminent domain action as provided in 24-72-204(2)(a)(IV) C.R.S.
 - iv. Medical, mental health, sociological and scholastic achievement data exclusive of coroner=s reports.
 - v. Personnel files (does not include employment contracts, salary and benefit information). Such files shall be available to the person in interest and their supervisor only.
 - vi. Letters of reference.

- vii. Trade secrets, privileged information and confidential commercial, financial, geological or geophysical data.
 - viii. Library and museum material contributed by private persons who have requested that such material not be disclosed.
 - ix. Addresses and phone numbers of students.
 - x. Library user records.
 - xi. Addresses, telephone numbers and personal financial information of users of public utilities, public facilities or recreational or cultural services.
 - xii. Sexual harassment complaints or investigations as limited by 24-72-204-(3)(a)(X).
 - xiii. Applications for an executive position unless a finalist.
 - xiv. There are many others. See 24-72-204 C.R.S. for a complete list.
- c. If the custodian denies access, the applicant may:
- i. Request a written statement of the grounds for the denial;
 - ii. Apply to district court for a hearing where the custodian must show cause for denying inspection.

4. POLICIES FOR OPEN RECORDS REQUESTS

All Town records must remain at all times in the custody of the Town. Originals or file copies shall not be released to ANYONE not in the employ of the Town.

When responding to Open Records requests, regardless of whether the record(s) is inspected or copied, the Open Record Log must be completed. Log entries should describe what was inspected or copied. (See Format of Log attached.)

The log should be maintained for a period of two (2) years beyond the current year.

Transcripts (verbatim) will be provided by court order only. An applicant has the option of obtaining a copy of any audio or video recording of a public meeting by paying the cost of duplication, plus staff time, plus a 15% service charge.

5. FEE SCHEDULE

The Town will not bill for copies or other services in conjunction with open records requests. Payment is to be made upon receipt of the copies or services.

The Open Records Act allows municipalities to charge \$0.25 per page for standard-size documents when copies are requested and provided, or the actual cost of preparation if the cost is

greater. The actual cost to provide copies of public records, may include, but is not limited to, the size and cost of the physical medium of the document (e.g., paper, Mylar, photograph, audio or video tape or diskette), and the cost of retrieving the document from storage for inspection or copying. The custodian of the records may charge \$33.58 per hour for research and retrieval services, after the first hour of such services by the Town's staff. If the estimated cost of complying with the open records request will be \$50.00 or more, the applicant may be required to provide security to pay the cost incurred to obtain the records.

Cost for research, retrieval and related services:

Fee Schedule:

B&W copies:	\$.25 per page (up to 11 x 17 paper copied on the Town's machine)
Color copies:	\$1.00 per page (up to 11 x 17 paper copied on the Town's machine)
Certified copies:	\$1.00 additional per document
Electronic Copies:	\$0.00 per page
Large Format Copies:	Actual cost
Electronic Large Format Copies:	Actual cost
B&W maps:	Actual cost
Mylars:	Actual cost
Photographic reproductions:	Actual cost
Audio tapes:	Actual cost
Diskettes:	Actual cost
Electronic retrieval:	Actual cost
Research/retrieval services:	\$0.00 for the first hour, \$33.58/hour thereafter, pro-rated in 15 minute increments.

Policy adopted by Board of Trustees Resolution No 17-R-2014 May 12, 2014

Updated hourly rate 7/1/2019 pursuant to CRS 24-72-205(6)(b)

TOWN CLERK LOG

OPEN RECORDS REQUEST

Date of Request	Description of Document Requested	Copy or Inspection	# of Pages, if copied	Cost, if copied	Date Ready

Town of Mead Public Records Request Policy

1. Purpose

This Policy sets forth the Town's rules regarding the inspection of the Town's Public Records as authorized by the Colorado Open Records Act, C.R.S. § 24-72-200.1, *et seq.* These rules are reasonably necessary for the protection of such records and the prevention of unnecessary interference with the regular discharge of the duties of the Town Clerk and the Town Clerk's office.

[Note: CRS 24-72-201 (Legislative Declaration) states that "all public records shall be open for inspection by any person at reasonable times, except as provided in [CORA] or as otherwise specifically provided by law."

CRS 24-72-203(1)(a) states that "All public records shall be open for inspection by any person at reasonable times, except as provided in this part 2 or as otherwise provided by law, but the official custodian of any public records may make such rules with reference to the inspection of such records as are reasonably necessary for the protection of such records and the prevention of unnecessary interference with the regular discharge of the duties of the custodian or the custodian's office. ..."

This Policy, in large part, restates the statutory requirements of CORA. Citations to the applicable C.R.S. provisions are provided throughout this Policy for ease of reference by the Town Clerk and the public.]

2. Definitions

Capitalized terms in this Policy that are not defined in this Section 2 shall have the meanings provided in CORA § 24-72-202. In the event a conflict exists between CORA and the definitions provided below, CORA shall govern.

- **CORA** means the Colorado Open Records Act, C.R.S. § 24-72-200.1, *et seq.*
- **Extenuating Circumstances** means when:
 - I. A broadly stated request is made that encompasses all or substantially all of a large category of records and the request is without sufficient specificity to allow the Official Custodian reasonably to prepare or gather the records within three (3) working days; or
 - II. A broadly stated request is made that encompasses all or substantially all of a large category of records and the Official Custodian is unable to prepare or gather the records within three (3) working days because the Official Custodian needs to devote all or substantially all of their resources to meeting an impending deadline or period of peak demand that is either unique or not predicted to recur more frequently than once a month; or
 - III. A request involves such a large volume of records that the Official Custodian cannot reasonably prepare or gather the records within three (3) working days without substantially interfering with the Official Custodian's obligation to perform their other public service responsibilities.

[Note: This definition tracks the description of "extenuating circumstances" in CRS 24-72-203(2)(b).]

- **Official Custodian** means and includes any officer or employee of the Town who is responsible for the maintenance, care, and keeping of Public Records, regardless of whether the records are in their actual personal custody and control. The Town Clerk or their designee is the Official Custodian for the Town.

- **Policy** means this Town of Mead Public Records Request Policy.
- **Public Records** means all writings made, maintained, or kept by the Town for use in the exercise of functions required or authorized by law or administrative rule or involving the receipt or expenditure of public funds. Public Records includes the correspondence of elected officials subject to the limitations provided in CORA and summarized in Section 4.b), c), and d) of this Policy.

[Note: The above definitions are consistent with CORA and are provided in this Policy for ease of reference by the Town Clerk and members of the public. Reference in the first paragraph to CRS 24-72-202 is made to direct the Town Clerk and public of where to look for more detail on statutory definitions.]

3. **Public Records Available Online Without Request**

- Many of the Town's Public Records, including agendas, minutes, ordinances, resolutions, and contracts, are available free of charge on the Town's website at: <https://www.townofmead.org/townclerk/page/public-records-information>.
- The Mead Municipal Code is available at: https://library.municode.com/co/mead/codes/municipal_code.
- If a request for Public Records includes records available on the Town's website or Municode, the Official Custodian may direct the requestor to the online repository for inspection of such records.

[Note: This Section 3 is intended to provide useful information to the public on where they can find common records online without the need for filing public record requests and to reduce the burden on staff time/resources.]

4. **Limitations and Exemptions on Public Records Requests**

- The following Writings are not Public Records under CORA and, therefore, will not be made available to the public under this Policy:
 - a) Criminal Justice Records, as defined in C.R.S. § 24-72-302. Requests for Criminal Justice Records must be submitted to the Town of Mead Police Department.
 - b) Correspondence of elected officials that is Work Product.
 - c) Correspondence of elected officials without a demonstrable connection to the exercise of functions required or authorized by law or administrative rule and does not involve the receipt or expenditure of public funds.
 - d) A communication from a constituent to an elected official that clearly implies by its nature or content that the constituent expects that it is confidential or that is communicated for the purpose of requesting that the elected official render assistance or information relating to a personal and private matter that is not publicly known affecting the constituent or a communication from the elected official in response to such a communication from a constituent.
 - e) Work Product prepared for elected officials unless the elected officials release or authorize the release of all or any part of the Work Product prepared for them.

CORA § 24-72-202(6).

[Note: The current Mead open records policy does not address correspondence of and work product of/for elected officials. These items are commonly the subject of public records requests, so the statutory requirements were included in this policy for ease of reference of the Town Clerk and members of the public.]

- In addition, the Official Custodian will deny inspection of Public Records if:
 - a) Inspection would be contrary to state or federal law or regulation.
 - b) Inspection would violate a court order.

- c) Disclosure is “contrary to the public interest.” For example, the Official Custodian will deny the inspection of electronic mail addresses, telephone numbers, or home addresses provided by a person to an elected official for the purposes of future electronic communications to the person from the elected official.

CORA § 24-72-204.

- Examples of other Public Records that may be exempt from disclosure include: medical, psychological, sociological, scholastic achievement data; personnel files and letters of reference; privileged or confidential information, such as communications with attorney-client privilege or proprietary information like computer source codes; deliberative process privileged materials; sexual harassment investigation records; some election, library and museum records; records on users of public utilities and facilities; materials submitted by certain applicants for executive positions. CORA § 24-72-204.

- See CORA § 24-72-204 for more information on exempt public records.

[Note: All of the above limitations and exceptions to “public records” in this Section 4 are set forth in the cited statutory provisions.]

5. Form of Requests; Incomplete and Abandoned Requests

- A person must submit their request for Public Records using the Request for Public Records Form available on the Town Clerk’s website at <https://www.townofmead.org/townclerk/page/public-records-information>. The form must be submitted online or emailed to the Town Clerk’s Office at mstrutt@townofmead.org.
- All requests for Public Records must include the following to be determined complete:
 - a) The requestor’s name, e-mail address, and telephone number.
 - b) Sufficiently specific information to allow the Official Custodian to identify and gather the records within three (3) working days. Without sufficiently specific information, the Official Custodian may require the requestor to provide clarification or additional information; in such cases, the request will be deemed incomplete until clarification or additional information is provided.
 - c) Payment of deposit in accordance with Section 9 of this Policy.
 - d) *If the request includes email communications*, the requestor must provide a date range and keywords for the Official Custodian to use to search and locate requested records. If available, the requestor must also include the names, position/title at the Town (e.g., Town Manager, Trustee, Community Development Director), and email addresses of the sending and receiving parties to the email communications requested. The requestor must state in their request if any of the foregoing information is unavailable.
- The Official Custodian may deem an open records request incomplete and abandoned if, after 10 business days: (i) the requester did not provide clarification or additional information to Official Custodian; or (ii) did not submit payment of the deposit in accordance with Section 9 of this Policy. At such time, the request will be closed, and the requestor must submit a new request, including payment of a new deposit if required under Section 9, to obtain their desired Public Records.

[Note: This Section 5 is new but allowable by CORA. I.e., Clerk “may make such rules with reference to the inspection of such records as are reasonably necessary for the protection of such records and the prevention of unnecessary interference with the regular discharge of the duties of the custodian or the custodian’s office.” CRS 24-72-203(1)(a). This Section includes basic administrative requirements that you would typically see in a CORA policy – e.g., where to file an application, information required for an application, information needed to facilitate a clerk’s search for documents, requester contact information for delivery of documents and follow-up questions from the clerk, etc.]

6. Responding to Requests; Time frame for Response; Format of Response

- The Official Custodian will apply the provisions of CORA and this Policy to determine whether the requested records are Public Records subject to public disclosure. The Official Custodian will notify the requestor if requested records will not be disclosed.
- If Public Records are requested in compliance with this Policy, the Official Custodian will make the records available within three (3) working days of a complete request. CORA § 24-72-203(3)(b). However, if Extenuating Circumstances exist, the Official Custodian is permitted an extension of seven (7) working days to make the records available. CORA § 24-72-203(3)(b). If an extension is required, the Official Custodian will provide written notification to the requestor of the Extenuating Circumstances and the expected time frame for making the records available. This notification will be provided within the initial three (3) working day time frame. CORA § 24-72-203(3)(b)(III).
- If the same requester submits multiple Public Records requests within a three (3) working day period, the requests will be treated as one request. The three (3) working day time frame within which the Official Custodian must respond will commence only after the latest request is complete. *[Note: This provision is new but consistent with other jurisdictions' policies and furthers the statutory purpose of preventing unnecessary interference with staff time/resources.]*
- Public Records will be made available as follows:
 - *Physical records.* The Official Custodian will notify the requester when and where original or physical copies of Public Records are available for on-site inspection and, if applicable, when and where physical copies of Public Records may be picked up. At no time shall an original record be removed from the place at which the record is made available by the Official Custodian for inspection, except upon authorization of the Official Custodian. A Public Record shall not be photographed or otherwise copied by a requestor during their inspection of the record unless authorized by and under the supervision of the Official Custodian. Any attempt by a person to alter, remove, destroy, or, without authorization by the Official Custodian, photograph any original records being reviewed will immediately terminate such person's review, and may subject that person to prosecution. Original and physical copies of Public Records that are made available for on-site inspection and physical copies prepared for pick up will be available for thirty (30) calendar days following the Official Custodian's notification of their availability. If the requester does not, as applicable, inspect or pick up the records within said thirty (30) calendar days, the request will be considered abandoned. At such time, any original records will be returned to their usual location, and any copies will be destroyed. *[Note: This provision is new but furthers the statutory purpose of protecting public records.]*
 - *Digital Records.* Copies of Public Records maintained in digital form shall be furnished, if available, according to the procedures described in Section 7 of this Policy. *[Note: Since adoption of the current Mead open records policy in 2019, the General Assembly has made significant changes to CORA with regard to digital records. These are detailed in Section 7 below.]*

7. Digital Records

- If a Public Record is stored in a digital format that is neither searchable nor sortable, the Official Custodian shall provide a copy of the Public Record in a digital format.

- If a Public Record is stored in a digital format that is searchable, the Official Custodian shall provide a digital copy of the Public Record in a searchable format unless otherwise requested by the requester.
- If a Public Record is stored in a digital format that is sortable, the Official Custodian shall provide a copy of the Public Record in a sortable format.
- If a Public Record is available in a digital format, the Official Custodian shall transmit a digital copy of the Public Record in a digital format by electronic mail or by another mutually agreed upon transmission method if the size of the record prevents transmission by electronic communication.
- The Official Custodian shall not convert a digital public record into a non-searchable format before transmission; provided, however, the Official Custodian is not required to produce a digital public record in a searchable or sortable format if:
 - Producing the record in the requested format would violate the terms of any copyright or licensing agreement between the Town and a third party or result in the release of a third party's proprietary information; or
 - After making reasonable inquiries, the Official Custodian determines: it is not technologically or practically feasible to permanently remove information that the custodian is required or allowed to withhold within the requested format, it is not technologically or practically feasible to provide a copy of the record in a digital searchable or sortable format, or if the custodian would be required to purchase software or create additional programming or functionality in its existing software to remove the information.
- If the Official Custodian is not able to produce a Public Record in the requested digital format, the Official Custodian shall produce the record in an alternate format and shall provide a written declaration attesting to the reasons the custodian is not able to produce the record in the requested format.
- See CORA § 24-72-203(3.5) for more information on Public Records in digital format.
[\[Note: This Section 7 tracks the language in CRS 24-72-203\(3.5\).\]](#)

8. **Records Retention**

- The Town does not permanently retain all Public Records. Rather, the Town disposes of nonpermanent Public Records and retains Public Records of enduring value in accordance with Article XI of Chapter 2 of the Mead Municipal Code.
- The Town automatically and permanently deletes email messages from its servers after two (2) years.

[\[Note: This Section 8 is included for informational purposes and states current practice.\]](#)

9. **Fees and Costs**

- CORA authorizes the Town to charge requestors for the research, retrieval, and redaction costs actually incurred by the Town in processing Public Records requests. CORA § 24-72-205.
- The Town will bill for physical copies and other services in conjunction with Public Records requests. Payment shall be made prior to receipt of the copies or services; provided, however, if the Official Custodian's estimated cost of complying with a Public Records request is \$50.00 or more, the requestor will be required to pay a deposit equal to 50% of the estimate prior to the Official Custodian commencing their search and retrieval of the requested records. [\[Note: Current policy states that security may be required but does not specify the amount of the deposit.\]](#)
- *Town Fee Schedule:*

B&W copies:	\$.25 per page (up to 11 x 17 paper copied on the Town's machine)
Color copies:	\$1.00 per page (up to 11 x 17 paper copied on the Town's machine)
Certified copies:	\$1.00 additional per document
Electronic Copies:	\$.25 per page
Large Format Copies:	Actual cost
Electronic Large Format Copies:	Actual cost
B&W maps:	Actual cost
Mylars:	Actual cost
Photographic reproductions:	Actual cost
Audio tapes:	Actual cost
Diskettes:	Actual cost
Electronic retrieval:	Actual cost
Research/retrieval services:	\$0.00 for the first hour, \$41.37/hour ¹ thereafter, prorated in 15-minute increments.

[Note: No changes have been made to the fee schedule in the current policy, except that the research/retrieval fee reflects statutory allowance to increase rate every 5 years based on CPI. See FN 1.]

- In addition to the fees listed above, the Town may require a requestor to pay any service charge or fee imposed by the processor of credit card or electronic payment. CORA § 24-72-205(7).
- The Official Custodian may treat serial or multiple Public Records requests within a 30-day period from the same person, entity, or group and related to the same or similar subject matter as a single request for purposes of assessing fees. [Note: This is new to the policy and is intended to alleviate the burden on staff time/resources. The effect of this provision is that the requester would not get a free hour of research/retrieval services with each request within a 30-day period.]
- Public Records will not be made available to a requestor until all fees and costs associated with providing the records are fully paid.

¹ CORA § 24-72-205(6)(b) states that "[o]n July 1, 2019, and by July 1 of every five-year period thereafter, the director of research of the legislative council appointed pursuant to [CRS] 2-3-304(1) shall adjust the maximum hourly fee [for research/retrieval services] in accordance with the percentage change over the period in the United States department of labor, bureau of labor statistics, consumer price index for Denver-Aurora-Lakewood for all items and all urban consumers, or its successor index." *Id.* This adjusted fee for research/retrieval services shall be imposed by the Town upon posting of the adjusted fee on the Town Clerk's website or publication in this Policy.

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 08-R-2025**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO,
ADOPTING THE TOWN OF MEAD PUBLIC RECORDS REQUEST POLICY**

WHEREAS, the public policies of the State of Colorado and the Town of Mead (the “Town”) require all public records to be open for inspection at reasonable times unless specifically excepted by law; and

WHEREAS, C.R.S. Section 24-72-200.1, *et seq.*, known as the Colorado Open Records Act (“CORA”), authorizes the official custodian of public records to make rules with reference to the inspection of public records as are reasonably necessary for the protection of such records and the prevention of unnecessary interference with the regular discharge of the duties of the custodian or the custodian’s office; and

WHEREAS, the Board of Trustees of the Town (the “Board”) previously adopted the Town of Mead Open Records Policy by Resolution No. 17-R-2014 (as amended, the “2014 Policy”); and

WHEREAS, the Board desires to repeal the 2014 Policy in its entirety and replace the 2014 Policy with the Town of Mead Public Records Request Policy attached to this Resolution as **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF MEAD, COLORADO:

Section 1. The Board hereby repeals the 2014 Policy in its entirety and adopts the Town of Mead Public Records Request Policy attached hereto as **Exhibit A**.

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

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

INTRODUCED, READ, PASSED AND ADOPTED THIS 10TH DAY OF FEBRUARY, 2025.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

EXHIBIT A

**Town of Mead
Public Records Request Policy**

(Attached)

Town of Mead Public Records Request Policy

1. **Purpose**

This Policy sets forth the Town's rules regarding the inspection of the Town's Public Records as authorized by the Colorado Open Records Act, C.R.S. § 24-72-200.1, *et seq.* These rules are reasonably necessary for the protection of such records and the prevention of unnecessary interference with the regular discharge of the duties of the Town Clerk and the Town Clerk's office.

2. **Definitions**

Capitalized terms in this Policy that are not defined in this Section 2 shall have the meanings provided in CORA § 24-72-202. In the event a conflict exists between CORA and the definitions provided below, CORA shall govern.

- **CORA** means the Colorado Open Records Act, C.R.S. § 24-72-200.1, *et seq.*
- **Extenuating Circumstances** means when:
 - I. A broadly stated request is made that encompasses all or substantially all of a large category of records and the request is without sufficient specificity to allow the Official Custodian reasonably to prepare or gather the records within three (3) working days; or
 - II. A broadly stated request is made that encompasses all or substantially all of a large category of records and the Official Custodian is unable to prepare or gather the records within three (3) working days because the Official Custodian needs to devote all or substantially all of their resources to meeting an impending deadline or period of peak demand that is either unique or not predicted to recur more frequently than once a month; or
 - III. A request involves such a large volume of records that the Official Custodian cannot reasonably prepare or gather the records within three (3) working days without substantially interfering with the Official Custodian's obligation to perform their other public service responsibilities.
- **Official Custodian** means and includes any officer or employee of the Town who is responsible for the maintenance, care, and keeping of Public Records, regardless of whether the records are in their actual personal custody and control. The Town Clerk or their designee is the Official Custodian for the Town.
- **Policy** means this Town of Mead Public Records Request Policy.
- **Public Records** means all writings made, maintained, or kept by the Town for use in the exercise of functions required or authorized by law or administrative rule or involving the receipt or expenditure of public funds. Public Records includes the correspondence of elected officials subject to the limitations provided in CORA and summarized in Section 4.b), c), and d) of this Policy.

3. **Public Records Available Online Without Request**

- Many of the Town's Public Records, including agendas, minutes, ordinances, resolutions, and contracts, are available free of charge on the Town's website at: <https://www.townofmead.org/townclerk/page/public-records-information>.
- The Mead Municipal Code is available at: https://library.municode.com/co/mead/codes/municipal_code.
- If a request for Public Records includes records available on the Town's website or Municode, the Official Custodian may direct the requestor to the online repository for inspection of such records.

4. Limitations and Exemptions on Public Records Requests

- The following Writings are not Public Records under CORA and, therefore, will not be made available to the public under this Policy:
 - a) Criminal Justice Records, as defined in C.R.S. § 24-72-302. Requests for Criminal Justice Records must be submitted to the Town of Mead Police Department.
 - b) Correspondence of elected officials that is Work Product.
 - c) Correspondence of elected officials without a demonstrable connection to the exercise of functions required or authorized by law or administrative rule and does not involve the receipt or expenditure of public funds.
 - d) A communication from a constituent to an elected official that clearly implies by its nature or content that the constituent expects that it is confidential or that is communicated for the purpose of requesting that the elected official render assistance or information relating to a personal and private matter that is not publicly known affecting the constituent or a communication from the elected official in response to such a communication from a constituent.
 - e) Work Product prepared for elected officials unless the elected officials release or authorize the release of all or any part of the Work Product prepared for them.CORA § 24-72-202(6).
- In addition, the Official Custodian will deny inspection of Public Records if:
 - a) Inspection would be contrary to state or federal law or regulation.
 - b) Inspection would violate a court order.
 - c) Disclosure is “contrary to the public interest.” For example, the Official Custodian will deny the inspection of electronic mail addresses, telephone numbers, or home addresses provided by a person to an elected official for the purposes of future electronic communications to the person from the elected official.CORA § 24-72-204.
- Examples of other Public Records that may be exempt from disclosure include: medical, psychological, sociological, scholastic achievement data; personnel files and letters of reference; privileged or confidential information, such as communications with attorney-client privilege or proprietary information like computer source codes; deliberative process privileged materials; sexual harassment investigation records; some election, library and museum records; records on users of public utilities and facilities; materials submitted by certain applicants for executive positions. CORA § 24-72-204.
- See CORA § 24-72-204 for more information on exempt public records.

5. Form of Requests; Incomplete and Abandoned Requests

- A person must submit their request for Public Records using the Request for Public Records Form available on the Town Clerk’s website at <https://www.townofmead.org/townclerk/page/public-records-information>. The form must be submitted online or emailed to the Town Clerk’s Office at mstrutt@townofmead.org.
- All requests for Public Records must include the following to be determined complete:
 - a) The requestor’s name, e-mail address, and telephone number.
 - b) Sufficiently specific information to allow the Official Custodian to identify and gather the records within three (3) working days. Without sufficiently specific information, the Official Custodian may require the requestor to provide clarification or additional information; in such cases, the request will be deemed incomplete until clarification or additional information is provided.
 - c) Payment of deposit in accordance with Section 9 of this Policy.

- d) *If the request includes email communications*, the requestor must provide a date range and keywords for the Official Custodian to use to search and locate requested records. If available, the requestor must also include the names, position/title at the Town (e.g., Town Manager, Trustee, Community Development Director), and email addresses of the sending and receiving parties to the email communications requested. The requestor must state in their request if any of the foregoing information is unavailable.
- The Official Custodian may deem an open records request incomplete and abandoned if, after 10 business days: (i) the requester did not provide clarification or additional information to Official Custodian; or (ii) did not submit payment of the deposit in accordance with Section 9 of this Policy. At such time, the request will be closed, and the requestor must submit a new request, including payment of a new deposit if required under Section 9, to obtain their desired Public Records.

6. Responding to Requests; Time frame for Response; Format of Response

- The Official Custodian will apply the provisions of CORA and this Policy to determine whether the requested records are Public Records subject to public disclosure. The Official Custodian will notify the requestor if requested records will not be disclosed.
- If Public Records are requested in compliance with this Policy, the Official Custodian will make the records available within three (3) working days of a complete request. CORA § 24-72-203(3)(b). However, if Extenuating Circumstances exist, the Official Custodian is permitted an extension of seven (7) working days to make the records available. CORA § 24-72-203(3)(b). If an extension is required, the Official Custodian will provide written notification to the requestor of the Extenuating Circumstances and the expected time frame for making the records available. This notification will be provided within the initial three (3) working day time frame. CORA § 24-72-203(3)(b)(III).
- If the same requester submits multiple Public Records requests within a three (3) working day period, the requests will be treated as one request. The three (3) working day time frame within which the Official Custodian must respond will commence only after the latest request is complete.
- Public Records will be made available as follows:
 - *Physical records.* The Official Custodian will notify the requester when and where original or physical copies of Public Records are available for on-site inspection and, if applicable, when and where physical copies of Public Records may be picked up. At no time shall an original record be removed from the place at which the record is made available by the Official Custodian for inspection, except upon authorization of the Official Custodian. A Public Record shall not be photographed or otherwise copied by a requestor during their inspection of the record unless authorized by and under the supervision of the Official Custodian. Any attempt by a person to alter, remove, destroy, or, without authorization by the Official Custodian, photograph any original records being reviewed will immediately terminate such person's review, and may subject that person to prosecution. Original and physical copies of Public Records that are made available for on-site inspection and physical copies prepared for pick up will be available for thirty (30) calendar days following the Official Custodian's notification of their availability. If the requester does not, as applicable, inspect or pick up the records within said thirty (30) calendar days, the request will be considered abandoned. At such time, any original records will be returned to their usual location, and any copies will be destroyed.

- *Digital Records.* Copies of Public Records maintained in digital form shall be furnished, if available, according to the procedures described in Section 7 of this Policy.

7. Digital Records

- If a Public Record is stored in a digital format that is neither searchable nor sortable, the Official Custodian shall provide a copy of the Public Record in a digital format.
- If a Public Record is stored in a digital format that is searchable, the Official Custodian shall provide a digital copy of the Public Record in a searchable format unless otherwise requested by the requester.
- If a Public Record is stored in a digital format that is sortable, the Official Custodian shall provide a copy of the Public Record in a sortable format.
- If a Public Record is available in a digital format, the Official Custodian shall transmit a digital copy of the Public Record in a digital format by electronic mail or by another mutually agreed upon transmission method if the size of the record prevents transmission by electronic communication.
- The Official Custodian shall not convert a digital public record into a non-searchable format before transmission; provided, however, the Official Custodian is not required to produce a digital public record in a searchable or sortable format if:
 - Producing the record in the requested format would violate the terms of any copyright or licensing agreement between the Town and a third party or result in the release of a third party's proprietary information; or
 - After making reasonable inquiries, the Official Custodian determines: it is not technologically or practically feasible to permanently remove information that the custodian is required or allowed to withhold within the requested format, it is not technologically or practically feasible to provide a copy of the record in a digital searchable or sortable format, or if the custodian would be required to purchase software or create additional programming or functionality in its existing software to remove the information.
- If the Official Custodian is not able to produce a Public Record in the requested digital format, the Official Custodian shall produce the record in an alternate format and shall provide a written declaration attesting to the reasons the custodian is not able to produce the record in the requested format.
- See CORA § 24-72-203(3.5) for more information on Public Records in digital format.

8. Records Retention

- The Town does not permanently retain all Public Records. Rather, the Town disposes of nonpermanent Public Records and retains Public Records of enduring value in accordance with Article XI of Chapter 2 of the Mead Municipal Code.
- The Town automatically and permanently deletes email messages from its servers after two (2) years.

9. Fees and Costs

- CORA authorizes the Town to charge requestors for the research, retrieval, and redaction costs actually incurred by the Town in processing Public Records requests. CORA § 24-72-205.
- The Town will bill for physical copies and other services in conjunction with Public Records requests. Payment shall be made prior to receipt of the copies or services; provided, however, if the Official Custodian's estimated cost of complying with a Public Records request is \$50.00 or more, the requestor will be required to pay a deposit equal

to 50% of the estimate prior to the Official Custodian commencing their search and retrieval of the requested records.

- **Town Fee Schedule:**

B&W copies:	\$.25 per page (up to 11 x 17 paper copied on the Town's machine)
Color copies:	\$1.00 per page (up to 11 x 17 paper copied on the Town's machine)
Certified copies:	\$1.00 additional per document
Electronic Copies:	\$.25 per page
Large Format Copies:	Actual cost
Electronic Large Format Copies:	Actual cost
B&W maps:	Actual cost
Mylars:	Actual cost
Photographic reproductions:	Actual cost
Audio tapes:	Actual cost
Diskettes:	Actual cost
Electronic retrieval:	Actual cost
Research/retrieval services:	\$0.00 for the first hour, \$41.37/hour ¹ thereafter, pro-rated in 15-minute increments.
- In addition to the fees listed above, the Town may require a requestor to pay any service charge or fee imposed by the processor of credit card or electronic payment. CORA § 24-72-205(7).
- The Official Custodian may treat serial or multiple Public Records requests within a 30-day period from the same person, entity, or group and related to the same or similar subject matter as a single request for purposes of assessing fees.
- Public Records will not be made available to a requestor until all fees and costs associated with providing the records are fully paid.

¹ CORA § 24-72-205(6)(b) states that "[o]n July 1, 2019, and by July 1 of every five-year period thereafter, the director of research of the legislative council appointed pursuant to [CRS] 2-3-304(1) shall adjust the maximum hourly fee [for research/retrieval services] in accordance with the percentage change over the period in the United States department of labor, bureau of labor statistics, consumer price index for Denver-Aurora-Lakewood for all items and all urban consumers, or its successor index." *Id.* This adjusted fee for research/retrieval services shall be imposed by the Town upon posting of the adjusted fee on the Town Clerk's website or publication in this Policy.



Agenda Item Summary

MEETING DATE: February 10, 2025

SUBJECT: **Resolution No. 13-R-2025** – A Resolution of the Town of Mead, Colorado, Approving an Agreement for Professional Services with Logan Simpson Design Inc. for Services Related to the Trails and Open Space Master Plan Update (RFP No. 2024-012)

PRESENTED BY: Collin Mieras, Planner II

SUMMARY

On or about November 1, 2024, the Town of Mead (“Town”) issued a Request for Proposals for the Trails and Open Space Master Plan (RFP No. 2024-012, or “RFP”) for services related to developing and drafting a master plan to update and modernize the Town’s existing Open Space, Parks & Trails Master Plan (the “Services”).

Logan Simpson Design Inc., an Arizona corporation (the “Contractor”), submitted a response to the RFP and represents that it has the requisite expertise and experience to perform the Services. Following a review of responses to the RFP, Staff recommends approving an agreement for professional services with Contractor (the “Agreement”) for a not-to-exceed compensation amount of \$314,364.00 (the “NTE Amount”).

Contractor will utilize certain subcontractors/subconsultants identified in Contractor’s response to the RFP, including Otak, Inc., a Colorado corporation, (“Otak”) and ETC Institute Inc., a Kansas corporation, (“ETC Institute”) (together, the “Approved Subcontractors”). The Agreement requires the Contractor to submit an invoice to the Town no more frequently than once a month which includes a specific time and material breakdown of: (1) time spent by the Contractor on the Services; and (2) time spent by Otak on the Services. Upon completion of ETC Institute’s portion of the Services, the Contractor will include the flat rate paid to ETC Institute for completion of the statistically valid survey in the corresponding invoice. Following approval of an invoice by the Town, the Town will issue one payment to the Contractor, and the Contractor will be responsible for distributing the funds to the Approved Subcontractors in accordance with the Approved Subcontractor’s time spent on the Services.

Resolution No. 13-R-2025 (“Resolution”): (a) approves the Agreement with the Contractor; (b) authorizes the Town Attorney, in cooperation with the Town Manager, to make changes to the Agreement as may be necessary prior to mutual execution that do not materially increase the Town’s financial or other obligations; and (c) authorizes the Town Manager to execute the Agreement when in final form.

FINANCIAL CONSIDERATIONS

The adopted 2025 budget appropriates \$325,000.00 for the Trails and Open Space Master Plan under the Park and Open Space Impact Fund. The NTE Amount of \$314,364.00 is within the budget. The Contractor will commence the Services in 2025, with the majority of the Services being completed in calendar year 2025.

The Town was previously awarded a Congestion Mitigation and Air Quality (CMAQ) grant in the amount of \$225,000.00 through the Colorado Department of Transportation (CDOT), with a local agency commitment of \$46,772.00. CMAQ grant proceeds will reduce the Town's net costs towards the Services.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends approval of the Resolution. A motion to approve the February 10, 2025 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 adopt Resolution No. 13-R-2025, A Resolution of the Town of Mead, Colorado, Approving an Agreement for Professional Services with Logan Simpson Design Inc. for Services Related to the Trails and Open Space Master Plan Update (RFP No. 2024-012).”

ATTACHMENTS

Resolution No.13-R-2025

Exhibit 1 - Logan Simpson Design Inc. Agreement for Professional Services

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 13-R-2025**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING AN
AGREEMENT FOR PROFESSIONAL SERVICES WITH LOGAN SIMPSON DESIGN INC.
FOR SERVICES RELATED TO THE MEAD TRAILS AND OPEN SPACE MASTER PLAN
UPDATE (RFP NO. 2024-012)**

WHEREAS, on or about November 1, 2024, the Town of Mead (the “Town”) issued that certain Request for Proposals for the Trails and Open Space Master Plan (RFP No. 2024-012, or “RFP”); and

WHEREAS, the Town requires services related to project management, public outreach, and drafting of an updated Mead Trails and Open Space Master Plan, as generally described and set forth in the RFP (the “Services”); and

WHEREAS, Logan Simpson Design Inc., an Arizona Corporation (the “Contractor”), submitted a response to the RFP and represents that it has the requisite expertise and experience to perform the Services; and

WHEREAS, Contractor proposes to utilize two (2) subcontractors/subconsultants to assist with Contractor’s timely completion of the Services, including Otak, Inc., a Colorado corporation (“Otak”) and ETC Institute Inc., a Kansas corporation (“ETC Institute”); and

WHEREAS, following a review of responses to the RFP, Town staff is recommending that the Town enter into an agreement for professional services with Contractor, a copy of which is attached to this Resolution as **Exhibit 1** and is incorporated herein by reference (the “Agreement”); and

WHEREAS, the Agreement establishes a not-to-exceed compensation amount of \$314,364.00 (the “NTE Amount”); and

WHEREAS, the Town previously entered into a State of Colorado Grant Agreement with the State of Colorado (acting by and through the Colorado Department of Transportation (CDOT)) for the Mead Trails and Open Space Master Plan Update (Project No. AQC M870-010) dated October 30, 2024 (the “CDOT Agreement”) pursuant to which CDOT agrees to facilitate the provision of federal Congestion Mitigation and Air Quality (CMAQ) funding to the Town to defray the costs of the Services; and

WHEREAS, the CDOT Agreement obligates \$225,000.00 in CMAQ funding to offset the costs of the Services; and

WHEREAS, following the review of the Staff recommendation, the Board of Trustees desires to approve the Agreement with Contractor for the NTE Amount of \$314,364.00, and further desires to delegate authority to the Town Manager to execute the Agreement on behalf of the Town once in final form.

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

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

Section 2. The Board of Trustees hereby: (a) approves the Agreement with the Contractor in substantially the form attached to this Resolution as **Exhibit 1**; (b) authorizes the Town Attorney in cooperation with the Town Manager to make changes to the Agreement as may be necessary prior to mutual

execution that do not materially increase the Town's financial or other obligations; and (c) authorizes the Town Manager to execute the Agreement on behalf of the Town when in final form.

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

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 10TH DAY OF FEBRUARY, 2025.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

EXHIBIT 1
AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE TOWN OF MEAD AND LOGAN
SIMPSON DESIGN INC. FOR THE TRAILS AND OPEN SPACE MASTER PLAN UPDATE

Town of Mead, Colorado
AGREEMENT FOR PROFESSIONAL SERVICES

Project/Services Name: Trails and Open Space Master Plan Update

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 LOGAN SIMPSON DESIGN INC., an Arizona corporation, with a principal office address of 213 Linden Street, Suite 300, Fort Collins, Colorado 80524 (“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, Contractor will utilize two (2) subcontractors previously approved by the Town for the performance of the Services, including Otak, Inc., a Colorado corporation with offices at 371 Centennial Pkwy Ste 210, Louisville, CO 80027 (“Otak”) and ETC Institute Inc., a Kansas corporation with offices at 725 W Frontier Lane, Olathe, KS 66061 (“ETC Institute”) (together, the “Approved Subcontractors”); and

WHEREAS, the Town previously entered into a State of Colorado Grant Agreement with the State of Colorado (acting by and through the Colorado Department of Transportation (CDOT)) for the Mead Trails and Open Space Master Plan Update (Project No. AQC M870-010) dated October 30, 2024 (the “CDOT Agreement”) pursuant to which CDOT agrees to facilitate the provision of federal Congestion Mitigation and Air Quality (CMAQ) funding to the Town to contribute toward the completion of the Scope of Services (as that term is defined below); 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 professional services 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 July 31, 2026 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 Kristina Kachur Webb, Co-Project Manager, and Taylor Broyhill, Co-Project Manager (“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 **Three Hundred Fourteen Thousand Three Hundred Sixty-Four and 00/100 Dollars (\$314,364.00)** (“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. Any delays in the Town’s receipt of grant funds from CDOT under the CDOT Agreement may result in the delay of payment to the Contractor. 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.

B. Invoices. The Contractor shall submit an invoice to the Town no more frequently than once a month which includes a specific time and material breakdown of: (1) time spent by the Contractor on the Services; and (2) time spent by Otak on the Services. The Services shall be completed in seven (7) separate Tasks, as defined in **Exhibit B** and as described in **Exhibit A**. Each invoice shall specify which Task the invoiced fees relate to and specify the remaining budget for each Task as of the date of the invoice. Upon completion of ETC Institute’s portion of the Services, the Contractor shall include the flat rate paid to ETC Institute for completion of the statistically valid survey (as defined in **Exhibit B**) in the corresponding invoice. Following approval of an invoice by the Town, the Town shall issue one payment to the Contractor, and the

Contractor shall be responsible for distributing the funds to the Approved Subcontractors in accordance with the Approved Subcontractor's time spent on the specified Tasks.

C. 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.

D. 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.

E. 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 One Million Dollars (\$1,000,000.00) 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.
- ☒ Cyber/Network Security and Privacy Liability Insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation, or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as state confidential information, with minimum limits of One Million Dollars (\$1,000,000.00) each occurrence and One Million Dollars (\$1,000,000.00) aggregate.
- ☒ Crime Insurance, including employee dishonesty coverage, with minimum limits of One Million Dollars (\$1,000,000.00) each occurrence and One Million Dollars (\$1,000,000.00) aggregate.

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 Attn: Town Manager 441 Third Street P.O. Box 626 Mead, Colorado 80542	Logan Simpson Design Inc. Attn: Kristina Kachur Webb 213 Linden Street Suite 300 Fort Collins, Colorado 80542
With Copy to: Michow Guckenberger McAskin LLP Attn: Mead Town Attorney 5299 DTC Blvd, Suite 300 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.

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SIGNATURE PAGES FOLLOW

THIS AGREEMENT is executed and made effective as provided above.

TOWN OF MEAD, COLORADO

By: _____
Helen Migchelbrink, Town Manager

Date of execution: _____, 2025

ATTEST:

Mary Strutt, MMC, Town Clerk

APPROVED AS TO FORM (*excluding exhibits*):

Marcus McAskin, Town Attorney

CONTRACTOR:

LOGAN SIMPSON DESIGN INC., an Arizona corporation

By: _____

Printed Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing Agreement for Professional Services was subscribed, sworn to and acknowledged before me this ____ day of _____, 2025, by _____ as _____ of Logan Simpson Design Inc., an Arizona corporation.

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

(As specifically set forth in the attached proposal/statement of qualifications dated December 6, 2024, attached hereto, consisting of 20 pages) (the “Proposal”).

EXHIBIT B

COMPENSATION

As required by Section IV.B. of this Agreement, Contractor shall submit an invoice to the Town no more frequently than once a month, which shall include a specific time and material (T&M) breakdown of:

- (1) time spent by the Contractor on the Services; and
- (2) time spent by Otak on the Services.

The Services shall be completed in seven (7) separate Tasks, as set forth in this **Exhibit B** and as described in the Proposal. Each invoice shall specify which Task the invoiced fees relate to and specify the remaining budget for each Task as of the date of the invoice. Upon completion of ETC Institute's portion of the Services, the Contractor shall include the flat rate paid to ETC Institute for completion of the statistically valid survey in the corresponding invoice. Following approval of an invoice by the Town, the Town shall issue one payment to the Contractor, and the Contractor shall be responsible for distributing the funds to the Approved Subcontractors in accordance with the Approved Subcontractor's time spent on the specified Tasks.

The fees for each of Task 1, Task 2, Task 3, Task 4, Task 5, Task 6, Task 7 are set forth in this **Exhibit B**.

The hourly rates for Contractor and Otak, as well as the flat rate for ETC Institute, are set forth in this **Exhibit B**.

	HOURS	LABOR	EXPENSES	TOTAL
TASK 1. PROJECT MANAGEMENT & COORDINATION				
Biweekly Coordination Meetings and General Project Management	124	\$13,860	\$-	\$21,196
Project Workplan, Schedule, SharePoint Setup	200	\$29,320	\$-	\$29,320
In Person Kick Off/Site Tour/Focus Group (1 Day, In Person)	20	\$2,490	\$96	\$2,586
Planning Commission + Board of Trustees (4 In Person Meetings)	25	\$3,340	\$273	\$3,613
Legal and Management Review (4 Virtual Meetings)	8	\$1,152	\$-	\$1,152
SUBTOTAL TASK 1	377	\$57,498	\$369	\$57,867
TASK 2. COMMUNITY ENGAGEMENT				
Community Engagement Plan	6	\$708	\$-	\$708
Plan Advisory Committee (4 Meetings, In Person or Hybrid)	38	\$5,186	\$273	\$5,459
Print Promotion (3 Flyers + Posting), Social Media (6 posts), and Press Releases (2)	36	\$4,092	\$121	\$4,213
Project Brand and Theme (2 Rounds Revisions)	20	\$2,178	\$-	\$2,178
Project Website	50	\$6,290	\$4,000	\$10,290
Listening Sessions (6)	32	\$4,270	\$136	\$4,406
Interactive Map (2)	98	\$10,706	\$-	\$10,706
Online Questionnaire/Intercept Survey	38	\$5,108	\$-	\$5,108
Executive Summary Storymap & Draft Plan Online Review	42	\$4,618	\$-	\$4,618
Open House (2)	125	\$15,400	\$192	\$15,592
Pop-up Engagement (3)	47	\$5,559	\$233	\$5,792
Public Engagement Summaries (3)	26	\$3,016	\$-	\$3,016
SUBTOTAL TASK 2	558	\$67,131	\$4,955	\$72,086
TASK 3. EXISTING CONDITIONS & PLAN ALIGNMENT				
Review of Existing Plans and Studies	25	\$3,145	\$-	\$3,145
GIS Data Collection and Processing	22	\$2,388	\$-	\$2,388
Plan Audit (2011 PROST & 2018 Comp)	14	\$1,990	\$-	\$1,990
Inventory & Maintenance Assessment	94	\$13,732	\$20	\$13,752
Opportunities and Challenges Map	16	\$1,836	\$-	\$1,836
Planning Context/Existing Conditions Report and Maps	36	\$4,274	\$-	\$4,274
SUBTOTAL TASK 3	207	\$27,365	\$20	\$27,385
TASK 4. NEEDS ASSESSMENT				
Statistically Valid Survey	12	\$1,676	\$10,500	\$12,176
Benchmark Analysis	34	\$4,272	\$-	\$4,272
Population Based LOS Analyses	10	\$1,258	\$-	\$1,258
10-Minute Walkability Analysis	58	\$7,000	\$-	\$7,000
Trail Gap Analysis and Field Verification	30	\$5,398	\$20	\$5,418
Preliminary Trail Routes Map	39	\$5,585	\$-	\$5,585
Conservation and Natural Resource Assessment Map	59	\$7,053	\$-	\$7,053
Needs Assessment Summary Report	22	\$3,012	\$-	\$3,012
SUBTOTAL TASK 4	264	\$35,254	\$10,520	\$45,774

TASK 5. OPTIONS AND RECOMMENDATIONS				
Parks and Open Space Recommendations	29	\$4,280	\$-	\$4,280
Parks and Open Space Recommendations Map	14	\$1,678	\$-	\$1,678
Trail Recommendations	24	\$3,768	\$-	\$3,768
Proposed Trails Final Map	31	\$3,489	\$-	\$3,489
Trail & GS Crossing Cross Sections (7)	26	\$6,104	\$-	\$6,104
GS and At-grade Crossing Standards	44	\$6,230	\$-	\$6,230
Supporting Visuals (7)	92	\$16,079	\$-	\$16,079
Maintenance and Operations Recommendations	40	\$6,280	\$-	\$6,280
Financial Assessment	30	\$4,710	\$-	\$4,710
Estimates of Probable Cost	70	\$13,800	\$-	\$13,800
POST Plan CIP	10	\$1,440	\$-	\$1,440
Comprehensive Plan and FLUM Amendments	24	\$3,446	\$-	\$3,446
SUBTOTAL TASK 5	352	\$71,304	\$-	\$71,304
TASK 6. FUNDING AND IMPLEMENTATION				
Prioritization	28	\$4,396	\$-	\$4,396
Funding Strategies & Partnerships	22	\$3,142	\$-	\$3,142
Development Code/Fee Structure Review	30	\$4,390	\$-	\$4,390
SUBTOTAL TASK 6	80	\$11,928	\$-	\$11,928
TASK 7. PLAN PRODUCTION				
Draft Plan Outline	8	\$1,048	\$-	\$1,048
Administrative Draft	130	\$18,760	\$-	\$18,760
Public Draft	42	\$5,150	\$-	\$5,150
Final Plan (Digital and One Hard Copy)	18	\$2,332	\$100	\$2,432
Final Transmittal Geodatabase & Visuals	6	\$630	\$-	\$630
SUBTOTAL TASK 7	204	\$27,920	\$100	\$28,020
TOTAL	1,982	\$298,400	*\$15,964	\$314,364

**All expenses are included within the total fee above.*

CONTINGENCY TASKS

Our proposed project fee includes \$10,636 for contingency tasks such as expanded community engagement events, stakeholder interviews, meeting production costs, meeting refreshments, branded project giveaways or prizes for pop-up engagement, additional or more complex visuals and analyses, additional printed plan copies, translation services, other project needs or tasks that require more support than initially anticipated. The Town can choose to exercise use of these funds at its discretion.

RATES

LOGAN SIMPSON

Kristina Kachur Webb	\$170/hr
Taylor Broyhill	\$144/hr
Rachel Geoffrion	\$105/hr
Jeremy Call.....	\$215/hr
Megan Moore.....	\$190/hr
Dan Arseneau	\$140/hr

OTAK

Scott Belonger, PE	\$262/hr
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ETC INSTITUTE

ETC charges a flat rate of \$10,500 for a statistically valid survey.