BOARD OF TRUSTEES

441 3rd Street, Mead
Monday, June 24, 2024

AGENDA

I. 5:30 p.m. to 6:00 p.m.
GROUNDBREAKING
Town of Mead Community Center
401 Third Street

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

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

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

1. Call to Order – Roll Call

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

2. Moment of Silence

3. Pledge of Allegiance to the Flag

4. Review and Approve Agenda

5. Staff Report: Town Manager Report

a. Manager Report

6. Informational Items

a. Clean Up Day Recap

b. Police Update

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

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

a. Approval of Minutes - Regular Meeting June 10, 2024

b. May 2024 Financials

c. Check Register June 24, 2024

d. **Ordinance No. 1054** – An Ordinance of the Town of Mead, Colorado, Amending Sections 6-1-40, 6-1-110, and 6-1-140 of the Mead Municipal Code Concerning Business License Fees and Exemptions from the Business License Requirement

e. **Resolution No. 52-R-2024** – A Resolution of the Town of Mead, Colorado, Setting the Date of a Public Hearing Concerning the Organization of the Town of Mead Highway 66 and I-25 General Improvement District and Ordering Publication and Mailing of the Notice of Hearing to Electors of the Proposed District

f. **Resolution No. 53-R-2024** – A Resolution of the Town of Mead, Colorado, Granting Conditional Acceptance of the On-Site Public Improvements (excluding Stormwater and Landscaping) associated with Phases 1A and 1B (Range View Estates Final Plat)

9. Mead Liquor Licensing Authority

a. New Liquor License Application – Brew Pub: Highlandlake Brewing Company LLC.

10. Committee Appointments: Planning Commission Alternate

a. Appointment of William Jorgensen as Alternate Planning Commissioner

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

12. Elected Official Reports

a. Town Trustees

b. Mayor Whitlow

13. Adjournment

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

TO: Honorable Mayor and Trustees

FROM: Helen Migchelbrink, Town Manager

DATE: June 24, 2024

SUBJECT: Town Manager Report

- The first Meet, Greet, and Eat with the Board of Trustees for the summer of 2024 is coming up tomorrow night, June 25th, at Founders Park. This is an opportunity to chat with the Board – food will be provided. Future dates are scheduled for July 30th at Margil Farms Park, and August 27th at Mead Town Park
- Coffee with the Mayor will be held next Saturday, July 6th, at 8:00 a.m. at Town Hall. Citizens are encouraged to attend and participate in an open discussion about any issues. Mayor Colleen Whitlow hosts this event on the first Saturday of each month.
- The Town of Mead received a $150,000 planning grant from the State of Colorado Division of Local Government to assist with the Police Building Design. A copy of the letter as well as a thank you letter is attached.
- Staff is wrapping up the annual financial audit with DMC Auditing and Consulting, LLC. A draft is expected with a presentation to the Board of Trustees scheduled for July 8th.
- CIRSA renewal documents for 2025 property casualty insurance were submitted on June 11th. The renewal process involved a review of building, vehicle and personal property inventories. Due to adverse claims paid related to hail, other disasters and law enforcement liability, CIRSA has increased the minimum deductibles offered. For example, minimum for law enforcement liability has increased from $1,000 to $25,000
- The Town of Mead's annual Independence Day Bike Parade will be on Thursday, July 4 from 10 a.m. - 12 p.m. Residents are invited to decorate their bikes or scooters at Town Park and participate in the parade.
- The amended Citizens' Initiative received by the Clerk's office to approve a ballot question for legalizing marijuana sales in the Town of Mead. The petition has been approved as to form and the petition sponsors may seek signatures from registered electors.
- Highlandlake Brewing Company LLC brew pub application will be heard tonight. The application is for a brew pub at 333 Main St. The building is still under construction for tenant finish. The public hearing was rescheduled from June 10th to June 24th as the applicant made changes to the proposed licensed premises.
- The Colorado Municipal League annual conference was held June 18th- June 21st at the Embassy suites in Loveland. Several staff and Board members attended the educational seminars.
- The fall Mead Police Citizens' Academy will be held every Wednesday from September 11th to October 16th, from 6:30 p.m. to 9:00 p.m. Applications are now being accepted. Last year's Academy was very well received. This is an opportunity for citizens to learn about and interact with the Mead Police Department. More information about the Academy can be found on the town's website: https://www.townofmead.org/police/page/citizens-police-academy
- A groundbreaking ceremony to kick off construction of the Community Center is scheduled for this afternoon, June 24th at 5:30 p.m. on site. The project has a completion date of early 2025.
- Municipal Court for July is scheduled on Thursday, July 18th with a new earlier start time of 5:00 p.m. Court is starting earlier due to the large dockets this year. Eventually, Judge Thrower may need to add a second court date. The docket for July is currently at 57 cases. The trial scheduled for June 10th was dismissed due to the unavailability of the victim.

- 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 – United Power is undergrounding overhead lines in the area. This utility work is expected to last approximately one month.
  - Community Center – The general contractor, Dohn, mobilized to the site and a groundbreaking ceremony is scheduled for June 24th. Anticipated construction timeline is 12 months.
  - SH66 Pedestrian Crossing – Staff are reviewing comments from the affected ditch companies on the draft crossing agreements and preparing the final CDOT plan submittal for approval.
- YTD totals for new single family home permits:
  - 2024 YTD: 47 SF Permits, 50 Certificates of Occupancy
- Boards and Commissions
  - The June Planning Commission meeting has been rescheduled to June 26th, due to the Juneteenth holiday. At this public hearing, the Commission will consider renewable energy regulations.
- Human Resources
  - The Town is advertising open positions using NeoGov recruiting platform: https://www.governmentjobs.com/careers/townofmead
  - Open full-time positions include Maintenance Worker, Police Officer and Business and Marketing Specialist

Community Development

- Staff is reviewing the responses to the Land Use Code Revision RFP and will present a recommendation to the Board in July or August. This effort will include revisions to the existing Land Use Codes and public outreach.
- Staff will present the draft renewable energy regulations to the Planning Commission and bring the Commission's recommendation to the Board at a public hearing scheduled for July 29th.
- Pre-Application Conference meetings have been scheduled for Phase 2 of the Elevation 25 Property and for the property on the SW corner of Hwy 66 and CR 9.5 (Emme Property).
- The draft IGA for the Municipal Facilities site at Liberty Ranch (the Library and Fire Districts) is in review by the Districts' respective counsel.

Public Works and Engineering

- The annual pavement marking contract closed June 14th and had no bidders. This is the 3rd time staff has bid the project without success. We are looking to change order the work into existing paving and chip seal contracts moving forward.
- The bid is expected to be released this week for the Gold Star Memorial project.
- Staff conducted a pre-construction meeting with the chipseal contractor for the 2024 project, expected to begin in mid-July.
- A pre-construction meeting was held with Asphalt Specialties, the contractor who completed the 3rd Street Reconstruction Project. Warranty repairs are scheduled for the week of June 24th.
- Tennis court resurfacing is scheduled for the week of June 17th, weather permitting.

Community Engagement

- Community Engagement continues to work on website improvements and ADA compliance. The Clerk's office is working on Laserfiche archival system which will dovetail with this project.
- The Town-wide garage sale was held on June 22nd. The town advertised in the Longmont Times-Call. This year, 60 Mead homes participated, a 40 percent increase from last year.
- The Independence Day Bike Parade will be on July 4th from 10 a.m. to 12 p.m. at Mead Town Park. The town will provide decorations and a treat after the parade. Mead Police and MVFRD will both be in attendance.
- Youth Sports Camps began in June and will continue throughout July. This year, we are offering camps for volleyball, soccer, basketball, and flag football.

Police Department

- Department members met with one HOA last week and are working to connect with others as a part of community policing efforts this summer.
- Officers attended the movie in the park last Friday evening.
- Officers attended advanced scenario training at the new AIMS police training facilities in Windsor.
- Officers served a search warrant for internet crimes against children last week. Longmont SWAT and the Boulder area computer forensics task force assisted with this investigation.
- The mid monthly report for May is attached.

COLORADO
Department of Local Affairs
Division of Local Government

June 13, 2024

The Honorable Colleen Whitlow, Mayor
Town of Mead
441 Third Street
Mead, CO 80542

RE: EIAF 9871 – Mead Police Building Design

Dear Mayor Whitlow:

Congratulations! After thorough review, I am excited to offer a grant award in the amount of $150,000 to assist with the above mentioned project.

Your project was reviewed based on a variety of factors such as its connection to energy impact, degree of need, measurable outcomes, amount of request, relationship to community goals, level of local match and community support, management capacity, resiliency and readiness to go. Competition for these limited funds is intense and we are seeing great demand.

These grant funds will be from state severance tax proceeds, which may cause you to go to election to receive and spend them. You should confer with your legal and budget advisors to determine if such an election is necessary.

Please contact your DOLA Regional Manager, Chris La May, at 970-679-7679 for information on how to proceed. Expenditure of State funds prior to the contract being fully executed cannot be included in the contract budget or reimbursed by the State. Per our program guidelines, this offer is valid for one year from the date of this letter.

I wish you success with your project. Thank you for helping Colorado build an economy where all Coloradans can thrive.

Sincerely,

Maria De Cambra
Executive Director

cc: Barbara Kirkmeyer, State Senator
Ryan Armagost, State Representative
Brent Newbanks, Town of Mead
Chris La May, DOLA

June 14, 2024

Dear Maria De Cambra:

I am writing to express my gratitude for the generous grant award of $150,000. This contribution is not just invaluable to our community, but it also serves as a testament to your belief in our mission and the potential of our police department to make a positive impact on the Town of Mead.

We recognize the careful review process of grant applications and are thrilled that our project was selected among such intense competition. Your evaluation of factors such as connection to energy impact, relationship to community goals, and readiness to go demonstrates the Department of Local Affairs' commitment to supporting impactful public projects. This grant arrives at a critical time for the Mead Police Department, and we are eager to realize its potential.

The forthcoming design and centralized location will significantly reduce emergency response times. Co-locating with the fire department will improve our coordination and overall service quality. The new facility will allow us to provide essential services currently handled at other locations, some outside the Town limits.

Thank you for supporting our vision for a more efficient and responsive police department. We eagerly anticipate this grant's positive impact on our community, and we are confident that it will be significant and far-reaching.

Respectfully,

Colleen Whitlow
Mayor, Town of Mead

441 Third Street | Mead, CO 80542 | 970.535.4477 | townofmead.org

Mead Police Department

June Mid-Monthly Activity - 2024

CALLS FOR SERVICE (June 1 – 15): 476

TRAFFIC STOPS: 57

CRASHES: 27

WARNINGS: 30

CITATIONS: 10

REPORTS: 40

ARRESTS: 5

NOTABLE CALLS FOR SERVICE:

Shots Fired – MM 264-5 I25 NB – 24ML00321 – 06/01/2024

Meet – [redacted] Main Street – 24ML00322 – 06/02/2024

Burglary Alarm – [redacted] E I25 Frontage Road – 24ML00323 – 06/02/2024

Crash – Highway 66 / Foster Ridge Dr – 24ML00324 – 06/02/2024

Theft – [redacted] Highland Dr – 24ML00326 – 06/04/2024

Property – [redacted] Palmer Ave – 24ML00325 – 06/04/2024

Subject with a Warrant – Highway 66 / Colorado Blvd – 24ML00327 – 06/05/2024

Crash – Highway 66 / WCR 7 – 24ML00328 – 06/05/2024

Theft – [redacted] Ypsilon Cir – 24ML00330 – 06/05/2024

Subject with a Warrant – Foster Ridge Dr / Highway 66 – 24ML00331 – 06/05/2024

Subject with a Warrant – MM 246-5 I25 SB – 24ML00333 – 06/06/2024

Crash – MM 44 Highway 66 – 24ML00334 – 06/06/2024

Assist Other Agency – [redacted] Ginger Ave- 24ML00336 – 06/07/2024

Hit and Run – Highway 66 / WCR 9.5 – 24ML00337 – 06/07/2024

Disturbance – [redacted] Wrangler Way – 24ML00340 -06/08/2024

Theft – [redacted] Pacific Circle – 24ML00341 – 06/10/2024

Follow Up – [redacted] Main Street – 24ML00342 – 06/10/2024

Crash – WCR 7 / Highway 66 – 24ML00343 – 06/11/2024

Vandalism – WCR 28 / I25 SB – 24ML00344 – 06/11/2024

Crash – Highway 66 / Foster Ridge Dr – 24ML00345 – 06/11/2024

Theft – [redacted] Ritchie Dr – 24ML00346 – 06/12/2024

Crash – Highway 66 / Mead St – 24ML00347 – 06/12/2024

Check Wellbeing – [redacted] Kerry St – 24ML00348 – 06/14/2024

Trespass – [redacted] Mead St – 24ML00349 – 06/14/2024

Crash – E I25 Frontage Rd / Mulligan Dr – 24ML00351- 06/15/2024

Residential Structure Fire – 24ML00352 – 06/15/2024

BOARD OF TRUSTEES

441 3rd Street, Mead
Monday, June 10, 2024

MINUTES

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

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

1. Call to Order – Roll Call

Present

Mayor Colleen Whitlow
Mayor Pro Tem Chris Cartwright
Trustee David Adams
Trustee Debra Brodhead
Trustee Trisha Harris (arrived at 6:02 p.m.)
Trustee Chris Parr
Trustee Herman Schranz

Absent

None

Also present: Town Manager Helen Migchelbrink: Town Attorney Kathie Guckenberger; Administrative Services Director Mary Strutt; Police Chief Brent Newbanks; Town Engineer / Public Works Director Erika Rasmussen.

2. Moment of Silence

Mayor Whitlow requested the observance of a moment of silence in support of family and friends with health concerns or in the hospital.

3. Pledge of Allegiance to the Flag

The assembly pledged allegiance to the flag.

4. Review and Approve Agenda

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

Trustee Harris arrived to the meeting at 6:02 p.m.

5. Staff Report: Town Manager Report

a. Manager Report

Town Manager Helen Migchelbrink discussed the Board Retreat 6/17; Community Center Ribbon Cutting 6/24; Comcast is going live in Liberty Ranch and Hunters Cove in July.

6. Informational Items

a. 2024 Pavement Management

Manny Windhorst Pavement Management Program Manager presented the 2024 Pavement Management program.

b. Police Update

Police Chief Brent Newbanks discussed Flock cameras and their use in and around Mead.

c. Citizens' Initiative Marijuana

Administrative Services Director / Town Clerk Mary Strutt discussed the citizens' initiative process and the history of marijuana laws in Mead. Based on the initiative submitted, the Board directed staff to draft marijuana regulations to be referred to the November 5, 2024 election.

7. Proclamations

a. Flag Day June 14, 2024 and National Flag Week June 9-15, 2024

Motion was made by Mayor Pro Tem Cartwright, seconded by Trustee Adams, to authorize Mayor Whitlow to sign the Proclamation for Flag Day June 14, 2024 and Flag Week June 9-15, 2024. Motion carried 7-0, on a roll call vote.

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

There was no public comment at this time.

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

a. Approval of Minutes - Regular Meeting May 28, 2024

b. May 2024 Aging Report

c. Check Register June 10, 2024

d. **Resolution No. 48-R-2024 –** A Resolution of the Town of Mead, Colorado, Approving an Intergovernmental Agreement with the State of Colorado for the I-25/Weld County Road 38 Interchange Project - Design Phase, Project Number NHPP 0253-307 (26405)

e. **Resolution No. 49-R-2024 –** A Resolution of the Town of Mead, Colorado, Approving an Intergovernmental Agreement Between the Town of Mead and the Town of Berthoud Regarding Cost Sharing for Design Costs of Paving Weld County Road (WCR) 7

f. **Resolution No. 50-R-2024 –** A Resolution of the Town of Mead, Colorado, approving a Task Order for Wilson & Company, Inc., Engineers & Architects to Complete Topographic Survey, Design, and Construction Bid Services for the Weld County Road (WCR) 7 Improvement Project.

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

10. Public Hearing

a. **Public Hearing: AMK Annexation - Eligibility Hearing**

Mayor Whitlow opened the Eligibility Hearing for AMK Annexation at 6:56 p.m.

Town Planner Collin Mieras presented the staff report.

There was no public comment.

The Board had no further comment or discussion.

Mayor Whitlow closed the public hearing at 6:59 p.m.

i. **Resolution No. 51-R-2024 –** A Resolution of the Town of Mead, Colorado, Setting Forth Certain Findings of Fact and Conclusions as to the Annexation of Certain Property Known as the AMK Annexation

Motion was made by Trustee Harris, seconded by Trustee Brodhead to adopt Resolution No. 51-R-2024 – A Resolution of the Town of Mead, Colorado, Setting Forth Certain Findings of Fact and Conclusions as to the Annexation of Certain Property Known as the AMK Annexation based on a finding that all applicable criteria for annexation have been satisfied, as detailed in the Agenda Item Summary report prepared for the June 10, 2024 Board Meeting. Motion carried 7-0, on a roll call vote.

b. **Public Hearing: AMK Annexation and Establishment of Initial Zoning**

i. Continuance of Public Hearing on Annexation and Zoning to July 29, 2024

Motion was made by Mayor Pro Tem Cartwright, seconded by Trustee Adams to open and continue the public hearing to consider approval of the ordinances to (1): annex certain territory known as the AMK Annexation to the Town of Mead; (2) establish the initial zoning for the AMK Annexation as light industrial' and (3) approve the AMK Annexation Agreement, which continued hearing shall be held on July 29, 2024, at 6:00 p.m. at Mead Town Hall, 441 Third Street, Mead, CO. Motion carried 7-0, on a roll call vote.

The Public hearing was opened at 7:00 p.m.

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

There was no public comment at this time.

12. Elected Official Reports

a. Town Trustees

The Trustees had no further comments.

b. Mayor Whitlow

i. CML District 2 Meeting

Mayor Whitlow discussed the CML District 2 Meeting and the Mead Area Chamber of Commerce Block Party.

13. Adjournment

Motion was made by Trustee Schranz, seconded by Trustee Brodhead, 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 7:02 p.m. on Monday, June 10, 2024.

_____
Colleen G. Whitlow, Mayor

ATTEST:

_____
Mary E. Strutt, MMC, Town Clerk

TOWN OF MEAD
COMBINED CASH INVESTMENT
MAY 31, 2024

COMBINED CASH ACCOUNTS

99-01-1001	INDEPENDENT BANK - CHECKING	6,855,376.72
99-01-1002	TBK BANK - OFFICE CHECK	72,446.53
99-01-1003	TBK BANK - MONEY MARKET	147,097.23
99-01-1005	TBK BANK - FLEX DEBIT CARDS	43,129.08
99-01-1011	XPRESS DEPOSIT ACCOUNT	30,628.11
99-01-1023	COLOTRUST PLUS	12,734,838.88
99-01-1024	COLOTRUST PRIME	10,881.50
99-01-1025	CSIP	5,530,267.44
99-01-1026	CSAFE	12,204,638.82
99-01-1075	UTILITY CASH CLEARING	(54.55)
99-01-1076	A/R CASH CLEARING	(1,290.40)
99-01-1077	COURT CASH CLEARING	(4,580.72)
99-01-1078	BUSINESS LICENSE CASH CLEARING	30.00
	TOTAL COMBINED CASH	37,623,408.64
99-01-0100	CASHALLOCATED TO OTHER FUNDS	(37,623,408.64)
	TOTAL UNALLOCATED CASH	.00

CASH ALLOCATION RECONCILIATION

1	ALLOCATION TO GENERAL FUND	12,086,693.45
4	ALLOCATION TO STREET IMPROVEMENT FUND	2,355,730.67
5	ALLOCATION TO CONSERVATION TRUST FUND	137,426.62
6	ALLOCATION TO SEWER FUND	1,563,210.14
8	ALLOCATION TO POLICE FUND	141,013.55
9	ALLOCATION TO MUNICIPAL FACILITIES FUND	4,403,241.11
14	ALLOCATION TO TRANSPORTATION FUND	6,183,494.61
18	ALLOCATION TO PARKS & OPEN SPACE	545,659.52
19	ALLOCATION TO CAPITAL IMPROVEMENT FUND	3,978,233.44
20	ALLOCATION TO MEAD URBAN RENEWAL AUTHORITY	6,218,480.38
30	ALLOCATION TO ELEVATION 25 GEN'L IMPVT DIST.	10,225.15
	TOTAL ALLOCATIONS TO OTHER FUNDS	37,623,408.64
	ALLOCATION FROM COMBINED CASH FUND - 99-01-0100	(37,623,408.64)
	ZERO PROOF IF ALLOCATIONS BALANCE	.00

TOWN OF MEAD
BALANCE SHEET
MAY 31, 2024

GENERAL FUND

	ASSETS			
01-01-0100	COMBINED CASH		12,086,693.45	
01-01-1007	CASH DRAWER - TOWN HALL		500.00	
01-01-1008	CASH DRAWER - POLICE		100.00	
01-01-1240	TREE TRIMMING COSTS RECEIVABLE		272.30	
01-01-1300	A/R - BILLED ACCOUNTS		23,381.02	
01-01-1301	A/R - GENERAL		815,954.19	
01-01-1302	PREPAID EXPENSE		32,538.78	
01-01-1303	PREPAID EXPENSES--PITNEY BOWES		1,100.08	
01-01-1307	24HOUR FLEX DEPOSIT		1,500.00	
	TOTAL ASSETS			12,962,039.82
	LIABILITIES AND EQUITY			
	LIABILITIES			
01-02-2000	ACCOUNTS PAYABLE		113,693.88	
01-02-2302	FLEXPLAN PAYABLE		7,490.84	
01-02-2306	RESTITUTION PAYABLE		293.77	
01-02-2308	DEPOSITS PAYABLE		11,700.00	
01-02-2310	EMPLOYEE HEALTH INS. PAYABLE		(81,231.47)	
01-02-2312	WORKERS COMP INSURANCE PAYABLE		(19,669.19)	
01-02-2403	STATE WITHHOLDING TAX PAYABLE		9,395.21	
01-02-2404	STATE UNEMPLOYMENT TAX PAYABLE		1,028.91	
01-02-2600	WARRANTY FUNDS		2,022,405.23	
01-02-2610	DEVELOPER DEPOSITS		231,590.45	
01-02-2615	DEVELOPER LIABILITIES		103,669.93	
01-02-2705	DEFERRED REVENUE		1,162,831.09	
01-02-2706	UNAVAILABLE REVENUE		50,462.67	
	TOTAL LIABILITIES			3,613,661.32
	FUND EQUITY			
01-02-3001	FUND BALANCE		7,538,441.21	
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	1,809,937.29		
	BALANCE - CURRENT DATE		1,809,937.29	
	TOTAL FUND EQUITY			9,348,378.50
	TOTAL LIABILITIES AND EQUITY			12,962,039.82

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	TAXES					
01-10-4000	PROPERTY TAX	1,851,551.31	2,495,041.74	2,832,450.00	337,408.26	88.1
01-10-4010	SALES TAX	442,557.09	1,572,637.58	4,538,344.00	2,965,706.42	34.7
01-10-4012	LODGING TAX	36.00	348.00	800.00	452.00	43.5
01-10-4020	SPECIFIC OWNERSHIP TAX	9,653.81	45,105.10	85,000.00	39,894.90	53.1
01-10-4030	BUILDING PERMIT USE TAX	78,220.58	253,725.38	445,874.00	192,148.62	56.9
01-10-4040	CIGARETTE TAX	505.45	3,779.49	13,000.00	9,220.51	29.1
01-10-4050	MURA REVENUE SHARING	.00	.00	196,692.00	196,692.00	.0
01-10-4070	FEDERAL MINERAL LEASE	.00	.00	30,000.00	30,000.00	.0
01-10-4071	STATE SEVERANCE TAXES	.00	.00	150,000.00	150,000.00	.0
	TOTAL TAXES	2,382,524.24	4,370,637.29	8,292,160.00	3,921,522.71	52.7
	FEES AND PERMITS					
01-11-4100	BUILDING PERMIT FEES	61,769.93	253,208.44	553,205.00	299,996.56	45.8
01-11-4102	OTHER PERMITS	1,739.00	5,675.79	35,000.00	29,324.21	16.2
01-11-4103	CONVENIENCE FEE	6,456.66	17,546.16	30,000.00	12,453.84	58.5
01-11-4110	BUILDING PERMIT - ADMIN. FEES	4,450.00	22,350.00	56,520.00	34,170.00	39.5
01-11-4111	PASSPORT FEES	230.00	2,340.00	9,000.00	6,660.00	26.0
01-11-4112	TOWN HALL/PARK FEES	245.00	1,030.00	1,500.00	470.00	68.7
01-11-4120	FRANCHISE FEES	12,283.59	124,068.28	276,022.00	151,953.72	45.0
01-11-4130	DEVELOPER APPLICATION FEES	1,859.08	7,883.80	25,000.00	17,116.20	31.5
01-11-4140	ROYALTIES	8,103.21	55,446.50	200,000.00	144,553.50	27.7
	TOTAL FEES AND PERMITS	97,136.47	489,548.97	1,186,247.00	696,698.03	41.3
	LICENSES					
01-12-4200	BUSINESS/SALES TAX LICENSE	1,470.00	7,535.81	12,500.00	4,964.19	60.3
01-12-4210	LIQUOR LICENSE	175.00	2,476.25	2,500.00	23.75	99.1
01-12-4220	PET LICENSES	20.00	330.00	600.00	270.00	55.0
	TOTAL LICENSES	1,665.00	10,342.06	15,600.00	5,257.94	66.3
	CHARGES FOR SERVICES					
01-13-4304	IGA--SCHOOL RESOURCE OFFICERS	.00	.00	171,232.00	171,232.00	.0
01-13-4305	SCHOOL GUARD REIMBURSEMENT	2,215.36	9,383.36	20,000.00	10,616.64	46.9
01-13-4310	NEW DEVELOPMENT CHARGES	37,260.46	145,453.88	250,000.00	104,546.12	58.2
01-13-4360	SALES OF MERCHANDISE	.00	80.00	8,500.00	8,420.00	.9
01-13-4624	SENIOR EVENT FEES	20.00	60.00	400.00	340.00	15.0
01-13-4625	RECREATION REGISTRATION FEES	5,710.00	34,915.00	62,725.00	27,810.00	55.7
	TOTAL CHARGES FOR SERVICES	45,205.82	189,892.24	512,857.00	322,964.76	37.0

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	FINES AND FORFEITS					
01-14-4420	COURT FINES	11,505.01	24,348.10	54,000.00	29,651.90	45.1
01-14-4422	COURT COSTS	3,400.00	9,625.00	15,000.00	5,375.00	64.2
01-14-4423	POLICE REPORTS	238.75	1,772.25	2,400.00	627.75	73.8
01-14-4620	MISC. POLICE INCOME	.00	309.00	1,000.00	691.00	30.9
	TOTAL FINES AND FORFEITS	15,143.76	36,054.35	72,400.00	36,345.65	49.8
	GRANTS & ECONOMIC DEVELOPMENT					
01-15-4513	DOLA GRANT--LAND USE CODE	.00	.00	100,000.00	100,000.00	.0
01-15-4516	GRANT - UNITED WAY	.00	1,000.00	2,500.00	1,500.00	40.0
01-15-4519	GRANT--MAIN STREET GRANTS	.00	.00	100,000.00	100,000.00	.0
01-15-4526	POLICE GRANTS	.00	7,571.18	127,500.00	119,928.82	5.9
	TOTAL GRANTS & ECONOMIC DEVELOPME	.00	8,571.18	330,000.00	321,428.82	2.6
	MISCELLANEOUS					
01-18-4619	INTEREST & DIVIDEND INCOME	44,851.78	222,646.31	454,017.00	231,370.69	49.0
01-18-4620	MISC. INCOME	(11,585.03)	21,926.29	25,000.00	3,073.71	87.7
01-18-4622	DONATIONS/FUNDRAISING	.00	600.00	5,000.00	4,400.00	12.0
01-18-4623	SALE OF ASSETS	.00	.00	10,000.00	10,000.00	.0
01-18-4625	METRO DISTRICT PAYMENTS	.00	23,450.60	99,454.00	76,003.40	23.6
01-18-4628	CASH OVER/(SHORT)	.00	.00	2,500.00	2,500.00	.0
01-18-4648	DELINQUENT INTEREST EARNED	16.33	25.65	.00	(25.65)	.0
	TOTAL MISCELLANEOUS	33,283.08	268,648.85	595,971.00	327,322.15	45.1
	TOTAL FUND REVENUE	2,574,958.37	5,373,694.94	11,005,235.00	5,631,540.06	48.8

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ADMINISTRATION					
01-40-5001	SALARIES & WAGES	32,316.21	175,188.55	395,459.00	220,270.45	44.3
01-40-5050	CLEANING	1,430.96	3,577.40	10,000.00	6,422.60	35.8
01-40-5055	OVERTIME	.00	411.35	.00	(411.35)	.0
01-40-5060	PAYROLL TAXES	2,546.04	13,795.24	31,160.00	17,364.76	44.3
01-40-5065	WORKERS COMP	352.59	1,909.20	3,112.00	1,202.80	61.4
01-40-5066	HEALTH INSURANCE	4,154.40	19,564.46	46,771.00	27,206.54	41.8
01-40-5067	DEFERRED COMP/RETIREMENT	2,386.77	11,870.12	30,880.00	19,009.88	38.4
01-40-5068	MEDICAL SAVINGS	540.00	1,665.40	3,621.00	1,955.60	46.0
01-40-5075	EMPLOYMENT/RECRUITMENT EXPENSE	.00	634.26	10,000.00	9,365.74	6.3
01-40-5200	OFFICE SUPPLIES	362.81	2,553.17	7,500.00	4,946.83	34.0
01-40-5201	COMPUTER/TECHNOLOGY	325.00	19,597.51	45,000.00	25,402.49	43.6
01-40-5202	PRINTING EXPENSE	.00	.00	2,500.00	2,500.00	.0
01-40-5203	UNIFORMS	.00	539.17	1,200.00	660.83	44.9
01-40-5205	POSTAGE	663.94	2,709.75	10,000.00	7,290.25	27.1
01-40-5210	OPERATING SUPPLIES	828.09	2,367.42	7,500.00	5,132.58	31.6
01-40-5212	FURNISHINGS	4,320.28	4,320.28	15,000.00	10,679.72	28.8
01-40-5215	REPAIRS & MAINT	876.29	16,914.29	20,000.00	3,085.71	84.6
01-40-5216	FLEET R&M	.00	3,297.67	500.00	(2,797.67)	659.5
01-40-5253	GAS & OIL	.00	37.90	1,000.00	962.10	3.8
01-40-5300	TELEPHONE	945.61	3,063.89	7,210.00	4,146.11	42.5
01-40-5305	UTILITIES	934.62	3,957.13	10,300.00	6,342.87	38.4
01-40-5310	TRASH REMOVAL	78.35	399.61	1,236.00	836.39	32.3
01-40-5315	COPIER EXPENSES	389.94	2,212.85	9,000.00	6,787.15	24.6
01-40-5320	PROPERTY & LIABILITY INSURANCE	19.20	4,227.84	8,606.00	4,378.16	49.1
01-40-5325	INTERNET/WEBSITE EXPENSE	920.60	18,192.85	12,500.00	(5,692.85)	145.5
01-40-5330	TRAINING	1,430.00	1,804.11	20,000.00	18,195.89	9.0
01-40-5331	DUES AND SUBSCRIPTIONS	1,984.51	25,991.36	35,000.00	9,008.64	74.3
01-40-5332	TUITION REIMBURSEMENT	3,000.00	3,000.00	3,000.00	.00	100.0
01-40-5353	WATER ASSESSMENTS	700.00	1,113.50	1,400.00	286.50	79.5
01-40-5399	OTHER PROFESSIONAL SERVICES	724.05	8,607.80	14,600.00	5,992.20	59.0
01-40-5400	LEGAL FEES	20,598.83	95,356.65	258,923.00	163,566.35	36.8
01-40-5401	CONSULTING FEES	23,142.81	62,910.81	204,917.00	142,006.19	30.7
01-40-5415	AUDIT FEES	.00	.00	15,954.00	15,954.00	.0
01-40-5416	PASSPORT EXPENSES	.00	.00	400.00	400.00	.0
01-40-5425	COUNTY TREASURER'S FEE	18,515.64	25,115.10	28,325.00	3,209.90	88.7
01-40-5560	CAPITAL OUTLAY--COMPUTERS	.00	24,850.00	25,000.00	150.00	99.4
01-40-5700	MISC. EXPENSE	456.75	1,443.18	10,000.00	8,556.82	14.4
01-40-5701	BANK FEES	5,909.17	17,867.27	38,063.00	20,195.73	46.9
01-40-5705	MILEAGE	700.00	3,185.92	10,000.00	6,814.08	31.9
01-40-5720	CONTINGENCIES	.00	.00	25,000.00	25,000.00	.0
	TOTAL ADMINISTRATION	131,553.46	584,253.01	1,380,637.00	796,383.99	42.3

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	BOARD OF TRUSTEES					
01-41-5001	SALARIES & WAGES	1,699.93	8,499.68	22,099.00	13,599.32	38.5
01-41-5030	MAYOR AND BOARD SALARIES	4,400.00	17,600.00	52,800.00	35,200.00	33.3
01-41-5060	PAYROLL TAXES	462.69	1,980.44	5,730.00	3,749.56	34.6
01-41-5065	WORKERS COMP	3.70	16.56	40.00	23.44	41.4
01-41-5066	HEALTH INSURANCE	202.08	914.43	2,340.00	1,425.57	39.1
01-41-5067	DEFERRED COMP	85.00	425.00	1,078.00	653.00	39.4
01-41-5068	MEDICAL SAVINGS	6.24	28.08	82.00	53.92	34.2
01-41-5075	EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	500.00	500.00	.0
01-41-5201	COMPUTER / TECHNOLOGY	.00	.00	5,000.00	5,000.00	.0
01-41-5210	OPERATING SUPPLIES	51.44	239.76	2,000.00	1,760.24	12.0
01-41-5212	FURNISHINGS	.00	132.07	11,500.00	11,367.93	1.2
01-41-5230	ELECTIONS	.00	.00	25,000.00	25,000.00	.0
01-41-5320	PROPERTY & LIABILITY INSURANCE	9.60	2,113.91	4,303.00	2,189.09	49.1
01-41-5330	TRAINING	189.00	4,561.40	15,000.00	10,438.60	30.4
01-41-5331	DUES & SUBSCRIPTIONS	125.00	2,446.14	2,000.00	(446.14)	122.3
01-41-5340	PUBLISHED NOTICES	68.60	643.21	2,500.00	1,856.79	25.7
01-41-5341	ORDINANCE CODIFICATION	.00	2,845.83	7,500.00	4,654.17	37.9
01-41-5347	COMMUNITY CONTRIBUTIONS	.00	10,800.00	24,000.00	13,200.00	45.0
01-41-5399	OTHER PROFESSIONAL SERVICES	.00	9,428.74	7,500.00	(1,928.74)	125.7
01-41-5430	RECORDING FEES	.00	7.25	2,000.00	1,992.75	.4
01-41-5700	MISC. EXPENSE	528.60	2,091.09	7,500.00	5,408.91	27.9
01-41-5841	BOARD OUTREACH ACTIVITIES	1,394.38	2,952.93	35,000.00	32,047.07	8.4
	TOTAL BOARD OF TRUSTEES	9,226.26	67,726.52	235,472.00	167,745.48	28.8

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	POLICE					
01-42-5001	SALARIES & WAGES	125,024.84	628,521.02	1,733,304.00	1,104,782.98	36.3
01-42-5022	POLICE	207.87	207.87	.00	(207.87)	.0
01-42-5050	CLEANING	1,752.06	4,380.15	9,000.00	4,619.85	48.7
01-42-5055	OVERTIME	277.14	5,419.91	25,000.00	19,580.09	21.7
01-42-5060	PAYROLL TAXES	3,000.09	15,248.25	36,530.00	21,281.75	41.7
01-42-5065	WORKERS COMP	3,387.01	29,129.07	40,185.00	11,055.93	72.5
01-42-5066	HEALTH INSURANCE	18,044.16	81,402.55	202,843.00	121,440.45	40.1
01-42-5067	DEFERRED COMP	452.24	2,251.90	5,224.00	2,972.10	43.1
01-42-5068	MEDICAL SAVINGS	309.12	1,391.04	3,018.00	1,626.96	46.1
01-42-5069	FPPA	10,807.14	54,294.36	155,533.00	101,238.64	34.9
01-42-5071	D&D	3,890.58	19,546.04	52,881.00	33,334.96	37.0
01-42-5075	EMPLOYMENT/RECRUITMENT EXPENSE	65.27	1,340.62	3,000.00	1,659.38	44.7
01-42-5200	OFFICE SUPPLIES	16.99	1,202.83	4,000.00	2,797.17	30.1
01-42-5201	COMPUTER / TECHNOLOGY	717.10	13,878.57	47,450.00	33,571.43	29.3
01-42-5203	UNIFORMS	.00	.00	800.00	800.00	.0
01-42-5210	OPERATING SUPPLIES	402.15	2,192.49	16,000.00	13,807.51	13.7
01-42-5215	REPAIR & MAINTENANCE	1,603.20	4,804.06	5,000.00	195.94	96.1
01-42-5216	FLEET R&M	540.14	4,728.12	18,000.00	13,271.88	26.3
01-42-5253	GAS & OIL	2,243.37	8,732.90	30,000.00	21,267.10	29.1
01-42-5254	UNIFORMS & TOOLS	714.16	3,750.61	29,000.00	25,249.39	12.9
01-42-5255	OPERATING EQUIPMENT	3,205.00	31,582.98	78,950.00	47,367.02	40.0
01-42-5300	TELEPHONES	1,365.21	5,747.38	15,895.00	10,147.62	36.2
01-42-5305	UTILITIES	1,214.65	7,693.20	18,000.00	10,306.80	42.7
01-42-5310	TRASH REMOVAL	157.87	789.35	2,000.00	1,210.65	39.5
01-42-5315	COPIER EXPENSE	.00	675.93	3,000.00	2,324.07	22.5
01-42-5320	GENERAL LIABILITY INSURANCE	240.00	52,847.95	112,028.00	59,180.05	47.2
01-42-5325	INTERNET/WEBSITE EXPENSE	132.45	529.80	2,000.00	1,470.20	26.5
01-42-5330	TRAINING	4,950.88	22,086.41	70,600.00	48,513.59	31.3
01-42-5331	DUES & MEMBERSHIPS	.00	10,680.44	12,145.00	1,464.56	87.9
01-42-5332	TUITION REIMBURSEMENT	.00	845.00	6,000.00	5,155.00	14.1
01-42-5343	CONTRACTUAL SERVICES	6,255.20	83,800.80	159,700.00	75,899.20	52.5
01-42-5348	PEST CONTROL	.00	.00	2,000.00	2,000.00	.0
01-42-5349	WELLNESS PROGRAM	.00	.00	3,500.00	3,500.00	.0
01-42-5350	LAB FEES	.00	(16.00)	500.00	516.00	(3.2)
01-42-5399	OTHER PROFESSIONAL SERVICES	.00	2,758.90	3,150.00	391.10	87.6
01-42-5400	LEGAL FEES	.00	.00	15,000.00	15,000.00	.0
01-42-5491	VEHICLE LEASE EXPENSES	1,279.43	6,397.15	13,652.00	7,254.85	46.9
01-42-5500	CAPITAL OUTLAY	8,000.00	8,000.00	8,000.00	.00	100.0
01-42-5700	MISC. EXPENSE	192.00	1,211.38	1,000.00	(211.38)	121.1
	TOTAL POLICE	200,447.32	1,118,053.03	2,943,888.00	1,825,834.97	38.0

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	COMMUNITY DEVELOPMENT					
01-43-5001	SALARIES & WAGES	28,296.17	138,077.10	374,057.00	235,979.90	36.9
01-43-5060	PAYROLL TAXES	2,045.34	10,214.25	28,615.00	18,400.75	35.7
01-43-5065	WORKERS COMP	102.89	510.94	258.00	(252.94)	198.0
01-43-5066	HEALTH INSURANCE	5,609.23	22,064.08	35,572.00	13,507.92	62.0
01-43-5067	DEFERRED COMP	1,177.86	5,520.86	12,997.00	7,476.14	42.5
01-43-5068	MEDICAL SAVINGS	123.95	339.03	393.00	53.97	86.3
01-43-5075	EMPLOYMENT/RECRUITMENT EXPENSE	.00	61.26	500.00	438.74	12.3
01-43-5200	OFFICE SUPPLIES	.00	108.45	800.00	691.55	13.6
01-43-5201	COMPUTER / TECHNOLOGY	1,247.50	3,464.38	9,000.00	5,535.62	38.5
01-43-5202	PRINTING EXPENSE	63.54	210.38	750.00	539.62	28.1
01-43-5203	UNIFORMS	56.90	497.57	1,250.00	752.43	39.8
01-43-5216	REPAIRS & MAINT--FLEET	.00	121.94	1,000.00	878.06	12.2
01-43-5253	GAS & OIL	94.66	387.62	1,000.00	612.38	38.8
01-43-5300	TELEPHONE	149.46	597.88	2,000.00	1,402.12	29.9
01-43-5320	PROPERTY & LIABILITY INSURANCE	9.60	1,613.91	4,303.00	2,689.09	37.5
01-43-5330	TRAINING	1,528.90	3,905.81	6,000.00	2,094.19	65.1
01-43-5331	DUES & MEMBERSHIPS	160.00	160.00	1,200.00	1,040.00	13.3
01-43-5401	CONSULTING FEES	.00	.00	225,000.00	225,000.00	.0
01-43-5411	ANNEXATIONS & REZONING EXPENSE	.00	20.32	15,000.00	14,979.68	.1
01-43-5460	BUILDING INSPECTIONS	40,610.01	105,489.19	304,263.00	198,773.81	34.7
01-43-5491	VEHICLE LEASE EXPENSES	1,198.83	5,994.15	6,201.00	206.85	96.7
01-43-5700	MISC.	75.15	321.97	2,000.00	1,678.03	16.1
	TOTAL COMMUNITY DEVELOPMENT	82,549.99	299,681.09	1,032,159.00	732,477.91	29.0

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PARKS					
01-45-5001	SALARIES & WAGES	27,358.07	146,248.50	377,274.00	231,025.50	38.8
01-45-5055	OVERTIME	61.38	2,223.46	5,614.00	3,390.54	39.6
01-45-5060	PAYROLL TAXES	2,055.57	11,223.24	29,291.00	18,067.76	38.3
01-45-5065	WORKERS COMP	1,290.48	6,130.73	6,859.00	728.27	89.4
01-45-5066	HEALTH INSURANCE	5,163.43	21,758.97	36,553.00	14,794.03	59.5
01-45-5067	DEFERRED COMP	1,091.68	5,063.96	9,006.00	3,942.04	56.2
01-45-5068	MEDICAL SAVINGS	140.41	637.06	883.00	245.94	72.2
01-45-5201	COMPUTER/TECHNOLOGY	.00	1,464.00	4,000.00	2,536.00	36.6
01-45-5203	UNIFORMS	.00	1,185.43	6,510.00	5,324.57	18.2
01-45-5210	OPERATING SUPPLIES	8.37	325.84	6,000.00	5,674.16	5.4
01-45-5215	REPAIRS & MAINTENANCE	6,308.98	12,850.62	40,000.00	27,149.38	32.1
01-45-5216	FLEET R&M	67.83	676.85	10,000.00	9,323.15	6.8
01-45-5253	GAS & OIL	1,567.33	6,542.78	10,000.00	3,457.22	65.4
01-45-5254	TOOLS	179.99	218.55	3,000.00	2,781.45	7.3
01-45-5300	TELEPHONE	231.00	924.00	2,200.00	1,276.00	42.0
01-45-5305	UTILITIES	2,801.47	5,427.19	40,000.00	34,572.81	13.6
01-45-5310	TRASH REMOVAL	.00	1,065.50	2,500.00	1,434.50	42.6
01-45-5320	PROPERTY & LIABILITY INSURANCE	48.00	10,569.59	21,514.00	10,944.41	49.1
01-45-5330	TRAINING	.00	1,698.56	4,000.00	2,301.44	42.5
01-45-5348	PEST CONTROL	4,548.48	4,847.48	38,000.00	33,152.52	12.8
01-45-5349	WELLNESS PROGRAM	15.00	60.00	.00	(60.00)	.0
01-45-5363	WEED CONTROL	6,300.00	6,300.00	15,000.00	8,700.00	42.0
01-45-5369	EQUIPMENT RENTAL	.00	.00	1,000.00	1,000.00	.0
01-45-5370	LANDSCAPING	.00	4,508.00	18,000.00	13,492.00	25.0
01-45-5371	TREE MAINTENANCE	.00	.00	35,000.00	35,000.00	.0
01-45-5372	IRRIGATION SYSTEM	747.80	1,850.36	7,500.00	5,649.64	24.7
01-45-5405	PARK ENGINEERING	.00	660.00	.00	(660.00)	.0
01-45-5500	CAPITAL OUTLAY	53,977.80	76,492.80	170,000.00	93,507.20	45.0
01-45-5700	MISC. EXPENSE	.00	233.27	2,500.00	2,266.73	9.3
	TOTAL PARKS	113,963.07	331,186.74	902,204.00	571,017.26	36.7

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ENGINEERING					
01-47-5001	SALARIES & WAGES	32,350.32	161,180.96	433,144.00	271,963.04	37.2
01-47-5050	CLEANING	1,575.56	3,938.90	8,500.00	4,561.10	46.3
01-47-5055	OVERTIME	.00	499.97	.00	(499.97)	.0
01-47-5060	PAYROLL TAXES	2,402.10	12,182.96	33,135.00	20,952.04	36.8
01-47-5065	WORKERS COMP	474.73	2,259.78	9,071.00	6,811.22	24.9
01-47-5066	HEALTH INSURANCE	3,602.43	15,198.23	44,587.00	29,388.77	34.1
01-47-5067	DEFERRED COMP	1,617.51	8,072.88	20,276.00	12,203.12	39.8
01-47-5068	MEDICAL SAVINGS	120.38	558.37	1,658.00	1,099.63	33.7
01-47-5075	EMPLOYMENT/RECRUITMENT EXPENSE	141.78	579.00	800.00	221.00	72.4
01-47-5200	OFFICE SUPPLIES	.00	1,744.16	5,000.00	3,255.84	34.9
01-47-5201	COMPUTER/TECHNOLOGY	.00	2,808.52	8,000.00	5,191.48	35.1
01-47-5203	UNIFORMS	911.68	1,620.08	4,250.00	2,629.92	38.1
01-47-5210	OPERATING SUPPLIES	950.67	5,472.33	10,000.00	4,527.67	54.7
01-47-5212	FURNISHINGS	.00	190.56	1,000.00	809.44	19.1
01-47-5215	REPAIRS & MAINTENANCE	2,010.21	8,781.33	30,000.00	21,218.67	29.3
01-47-5216	REPAIR & MAINTENANCE--FLEET	18.00	136.92	5,000.00	4,863.08	2.7
01-47-5253	GAS & OIL	238.35	1,061.38	7,500.00	6,438.62	14.2
01-47-5300	TELEPHONE	288.72	978.81	2,880.00	1,901.19	34.0
01-47-5305	UTILITIES	1,026.02	6,334.81	20,000.00	13,665.19	31.7
01-47-5310	TRASH	184.96	1,543.80	2,000.00	456.20	77.2
01-47-5315	COPIER EXPENSES	160.72	693.11	2,000.00	1,306.89	34.7
01-47-5320	PROPERTY & LIABILITY INSURANCE	19.20	4,227.84	8,606.00	4,378.16	49.1
01-47-5330	TRAINING	12.80	45.85	5,000.00	4,954.15	.9
01-47-5331	DUES & SUBSCRIPTIONS	.00	38.75	800.00	761.25	4.8
01-47-5399	OTHER PROFESSIONAL SERVICES	105.00	390.00	1,650.00	1,260.00	23.6
01-47-5405	ENGINEERING FEES	1,322.20	3,953.50	55,000.00	51,046.50	7.2
01-47-5491	VEHICLE LEASE EXPENSES	1,026.44	3,331.20	13,633.00	10,301.80	24.4
01-47-5599	CAPITAL OUTLAY--LEASES	.00	.00	54,533.00	54,533.00	.0
01-47-5700	MISC. EXPENSE	.00	248.87	1,000.00	751.13	24.9
	TOTAL ENGINEERING	50,559.78	248,072.87	789,023.00	540,950.13	31.4

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	MUNICIPAL COURT					
01-48-5001	SALARIES & WAGES	3,909.52	19,547.66	51,687.00	32,139.34	37.8
01-48-5040	JUDGE	1,500.00	6,400.00	21,000.00	14,600.00	30.5
01-48-5055	OVERTIME	.00	10.36	.00	(10.36)	.0
01-48-5060	PAYROLL TAXES	296.84	1,489.67	3,954.00	2,464.33	37.7
01-48-5065	WORKERS COMP	4.06	20.30	84.00	63.70	24.2
01-48-5066	HEALTH INSURANCE	646.28	2,924.43	7,560.00	4,635.57	38.7
01-48-5067	DEFERRED COMP	85.00	425.00	1,122.00	697.00	37.9
01-48-5068	MEDICAL SAVINGS	27.06	121.77	384.00	262.23	31.7
01-48-5075	EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	500.00	500.00	.0
01-48-5201	COMPUTER/TECHNOLOGY	.00	.00	4,000.00	4,000.00	.0
01-48-5203	UNIFORMS	.00	110.77	200.00	89.23	55.4
01-48-5235	COURT COSTS	.00	.00	1,500.00	1,500.00	.0
01-48-5320	PROPERTY & LIABILITY INSURANCE	9.60	2,113.91	4,303.00	2,189.09	49.1
01-48-5330	TRAINING	.00	.00	1,000.00	1,000.00	.0
01-48-5331	DUES & MEMBERSHIPS	50.00	50.00	100.00	50.00	50.0
01-48-5399	OTHER PROFESSIONAL SERVICES	160.90	1,343.20	2,200.00	856.80	61.1
01-48-5455	PROSECUTING ATTORNEY	1,000.00	6,150.00	18,000.00	11,850.00	34.2
01-48-5456	PUBLIC DEFENDER	.00	.00	10,000.00	10,000.00	.0
01-48-5700	MISC. EXPENSE	.00	203.42	1,000.00	796.58	20.3
	TOTAL MUNICIPAL COURT	7,689.26	40,910.49	128,594.00	87,683.51	31.8

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	COMMUNITY ENGAGEMENT					
01-49-5001	SALARIES & WAGES	16,992.93	89,117.50	272,760.00	183,642.50	32.7
01-49-5055	OVERTIME	.00	.00	5,000.00	5,000.00	.0
01-49-5060	PAYROLL TAXES	1,290.93	6,800.49	21,249.00	14,448.51	32.0
01-49-5065	WORKERS COMP	233.28	1,181.73	2,194.00	1,012.27	53.9
01-49-5066	HEALTH INSURANCE	1,621.37	7,355.91	17,807.00	10,451.09	41.3
01-49-5067	DEFERRED COMP	459.84	2,287.09	8,198.00	5,910.91	27.9
01-49-5068	MEDICAL SAVINGS	99.98	449.91	1,179.00	729.09	38.2
01-49-5075	EMPLOYMENT/RECRUITMENT EXPENSE	103.78	509.88	1,500.00	990.12	34.0
01-49-5160	MERCHANDISE FOR RESALE	.00	.00	8,000.00	8,000.00	.0
01-49-5201	COMPUTER/TECHNOLOGY	.00	.00	5,000.00	5,000.00	.0
01-49-5202	PRINTING EXPENSE	.00	4,736.64	15,000.00	10,263.36	31.6
01-49-5203	UNIFORMS	.00	557.75	1,500.00	942.25	37.2
01-49-5205	POSTAGE	.00	1,894.36	1,500.00	(394.36)	126.3
01-49-5212	FURNISHINGS	.00	.00	4,000.00	4,000.00	.0
01-49-5216	FLEET R&M	.00	.00	2,000.00	2,000.00	.0
01-49-5220	TOWN DECORATIONS	3,228.14	3,298.10	10,000.00	6,701.90	33.0
01-49-5236	COMMUNITY ENGAGEMENT	16.33	7,350.24	10,000.00	2,649.76	73.5
01-49-5253	GAS & OIL	39.10	143.68	1,200.00	1,056.32	12.0
01-49-5260	RECREATION PROGRAMS	6,543.44	21,025.59	52,000.00	30,974.41	40.4
01-49-5261	COMMUNITY DAY	11,033.38	18,083.38	55,000.00	36,916.62	32.9
01-49-5262	TOWN EVENTS	15,646.04	26,300.72	89,000.00	62,699.28	29.6
01-49-5265	SENIOR EVENTS	934.63	5,904.94	15,500.00	9,595.06	38.1
01-49-5300	TELEPHONE	136.01	544.04	1,080.00	535.96	50.4
01-49-5320	GENERAL LIABILITY INSURANCE	19.20	4,138.56	8,956.00	4,817.44	46.2
01-49-5330	TRAINING	2,111.71	4,478.86	10,000.00	5,521.14	44.8
01-49-5331	DUES/MEMBERSHIPS	235.88	8,212.13	9,000.00	787.87	91.3
01-49-5349	WELLNESS PROGRAM	1,376.00	5,525.18	25,000.00	19,474.82	22.1
01-49-5399	OTHER PROFESSIONAL SERVICES	160.90	13,506.30	35,700.00	22,193.70	37.8
01-49-5401	CONSULTANTS	4,200.00	6,059.00	50,000.00	43,941.00	12.1
01-49-5421	ECONOMIC DEVELOPMENT PROGRAMS	990.00	1,122.99	40,000.00	38,877.01	2.8
01-49-5500	CAPITAL OUTLAY--WAYFINDING	.00	.00	25,000.00	25,000.00	.0
01-49-5560	CAPITAL OUTLAY--SFTWR UPGRADES	.00	7,156.59	40,000.00	32,843.41	17.9
01-49-5700	MISC. EXPENSE	34.98	496.84	2,000.00	1,503.16	24.8
	TOTAL COMMUNITY ENGAGEMENT	67,507.85	248,238.40	846,323.00	598,084.60	29.3
	NON-DEPARTMENTAL					
01-90-5500	CAPITAL OUTLAY	.00	.00	50,000.00	50,000.00	.0
01-90-5804	TRANSFER TO STREET IMPVT FD	.00	93,750.00	375,000.00	281,250.00	25.0
01-90-5805	TRANSFER TO CAPITAL IMPROVEMEN	.00	531,885.50	2,495,312.00	1,963,426.50	21.3
01-90-8151	SPECIAL PROJECTS	.00	.00	100,000.00	100,000.00	.0
01-90-8155	ARPA BROADBAND	.00	.00	148,932.00	148,932.00	.0
	TOTAL NON-DEPARTMENTAL	.00	625,635.50	3,169,244.00	2,543,608.50	19.7
	TOTAL FUND EXPENDITURES	663,496.99	3,563,757.65	11,427,544.00	7,863,786.35	31.2

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	1,911,461.38	1,809,937.29	(422,309.00)	(2,232,246.29)	428.6

TOWN OF MEAD
BALANCE SHEET
MAY 31, 2024

STREET IMPROVEMENT FUND

	ASSETS			
04-01-0100	COMBINED CASH		2,355,730.67	
04-01-1301	A/R - GENERAL		374,750.99	
	TOTAL ASSETS			2,730,481.66
	LIABILITIES AND EQUITY			
	LIABILITIES			
04-02-2000	ACCOUNTS PAYABLE		5,106.60	
04-02-2005	RETAINAGE PAYABLE		10,276.27	
04-02-2310	EMPLOYEE HEALTH INS. PAYABLE		29,885.99	
04-02-2403	STATE WITHHOLDING TAX PAYABLE		1,045.80	
04-02-2404	STATE UNEMPLOYMENT TAX PAYABLE		105.83	
	TOTAL LIABILITIES			46,420.49
	FUND EQUITY			
04-02-3001	FUND BALANCE		1,981,738.14	
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	702,323.03		
	BALANCE - CURRENT DATE		702,323.03	
	TOTAL FUND EQUITY			2,684,061.17
	TOTAL LIABILITIES AND EQUITY			2,730,481.66

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

STREET IMPROVEMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	TAXES					
04-10-4005	HIGHWAY USERS TAX	30,198.84	118,649.46	242,317.00	123,667.54	49.0
04-10-4010	SALES TAX	221,278.54	786,319.48	2,269,172.00	1,482,852.52	34.7
04-10-4015	ROAD & BRIDGE TAX	.00	.00	70,000.00	70,000.00	.0
04-10-4025	M.V. REGISTSTRATION	2,305.42	11,030.41	26,000.00	14,969.59	42.4
04-10-4030	BUILDING USE TAX	39,082.00	126,838.95	222,937.00	96,098.05	56.9
	TOTAL TAXES	292,864.80	1,042,838.30	2,830,426.00	1,787,587.70	36.8
	FEES AND PERMITS					
04-11-4102	RIGHT-OF-WAY PERMITS	46,004.00	81,188.50	63,165.00	(18,023.50)	128.5
	TOTAL FEES AND PERMITS	46,004.00	81,188.50	63,165.00	(18,023.50)	128.5
	TRANSFERS IN					
04-16-4601	TRANSFER FROM GF	.00	93,750.00	375,000.00	281,250.00	25.0
	TOTAL TRANSFERS IN	.00	93,750.00	375,000.00	281,250.00	25.0
	MISCELLANEOUS					
04-18-4619	INTEREST INCOME	8,789.85	43,150.69	.00	(43,150.69)	.0
	TOTAL MISCELLANEOUS	8,789.85	43,150.69	.00	(43,150.69)	.0
	TOTAL FUND REVENUE	347,658.65	1,260,927.49	3,268,591.00	2,007,663.51	38.6

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

STREET IMPROVEMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	STREETS					
04-44-5001	SALARIES & WAGES	28,313.27	146,191.44	461,521.00	315,329.56	31.7
04-44-5055	OVERTIME	28.33	790.64	10,000.00	9,209.36	7.9
04-44-5060	PAYROLL TAXES	2,096.29	10,968.08	36,071.00	25,102.92	30.4
04-44-5065	WORKERS COMPENSATION	1,249.60	18,241.31	21,313.00	3,071.69	85.6
04-44-5066	HEALTH INSURANCE	4,761.85	21,558.86	45,134.00	23,575.14	47.8
04-44-5067	DEFERRED COMP	814.22	4,045.03	10,331.00	6,285.97	39.2
04-44-5068	MEDICAL SAVINGS	89.16	415.80	715.00	299.20	58.2
04-44-5075	EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	1,500.00	1,500.00	.0
04-44-5201	COMPUTER/TECHNOLOGY	1,247.50	12,742.58	22,000.00	9,257.42	57.9
04-44-5202	PRINTING EXPENSE	.00	.00	15,000.00	15,000.00	.0
04-44-5203	UNIFORMS	.00	5,102.22	5,720.00	617.78	89.2
04-44-5210	OPERATING SUPPLIES	.00	49.97	2,500.00	2,450.03	2.0
04-44-5215	REPAIRS & MAINTENANCE--STREETS	63.84	76.32	250,000.00	249,923.68	.0
04-44-5216	REPAIR & MAINT.--FLEET	1,409.78	8,419.22	40,000.00	31,580.78	21.1
04-44-5217	REPAIR & MAINTENANCE--BRIDGES	55,898.30	180,040.80	.00	(180,040.80)	.0
04-44-5250	ASPHALT/STREET PATCHING	.00	4,392.00	2,300,000.00	2,295,608.00	.2
04-44-5252	STREET SIGNS & MARKERS	1,350.00	7,793.85	10,000.00	2,206.15	77.9
04-44-5253	GAS & OIL	(219.93)	1,848.84	25,000.00	23,151.16	7.4
04-44-5254	TOOLS	1,983.24	14,173.51	25,000.00	10,826.49	56.7
04-44-5255	SAFETY EQUIPMENT	.00	2,756.53	3,500.00	743.47	78.8
04-44-5300	TELEPHONE	229.19	941.04	3,500.00	2,558.96	26.9
04-44-5305	UTILITIES	3,002.61	11,744.21	35,000.00	23,255.79	33.6
04-44-5310	TRASH DISPOSAL	.00	.00	1,000.00	1,000.00	.0
04-44-5320	PROPERTY & LIABILITY INSURANCE	72.00	15,854.39	32,271.00	16,416.61	49.1
04-44-5330	TRAINING	.00	3,413.96	13,500.00	10,086.04	25.3
04-44-5331	DUES & MEMBERSHIPS	1,597.00	2,027.00	1,500.00	(527.00)	135.1
04-44-5360	STREET SWEEPING	11,826.00	15,768.00	40,000.00	24,232.00	39.4
04-44-5361	DUST CONTROL	.00	.00	45,000.00	45,000.00	.0
04-44-5362	GRAVEL	.00	.00	20,000.00	20,000.00	.0
04-44-5363	WEED CONTROL	.00	.00	5,000.00	5,000.00	.0
04-44-5364	SNOW REMOVAL	88.80	3,180.71	100,000.00	96,819.29	3.2
04-44-5365	REPAIR & MAINTENANCE--SEALCOAT	.00	.00	150,000.00	150,000.00	.0
04-44-5366	REPAIR & MAINTENANCE--DRAINAGE	.00	.00	20,000.00	20,000.00	.0
04-44-5367	STREET STRIPING	.00	.00	150,000.00	150,000.00	.0
04-44-5369	EQUIPMENT RENTAL	7.65	27,314.01	170,000.00	142,685.99	16.1
04-44-5391	MATERIALS TESTING	.00	.00	40,000.00	40,000.00	.0
04-44-5405	ENGINEERING FEES	11,555.62	11,555.62	200,000.00	188,444.38	5.8
04-44-5491	VEHICLE LEASE EXPENSES	9,773.79	21,585.54	118,180.00	96,594.46	18.3
04-44-5500	CAPITAL OUTLAY	638.08	4,342.07	69,000.00	64,657.93	6.3
04-44-5501	CAPITAL OUTLAY-GRADER SHED	.00	1,270.91	50,000.00	48,729.09	2.5
04-44-5720	CONTINGENCY	.00	.00	100,000.00	100,000.00	.0
04-44-8151	SPECIAL PROJECTS	.00	.00	50,000.00	50,000.00	.0
	TOTAL STREETS	137,876.19	558,604.46	4,699,256.00	4,140,651.54	11.9
	TOTAL FUND EXPENDITURES	137,876.19	558,604.46	4,699,256.00	4,140,651.54	11.9
	NET REVENUE OVER EXPENDITURES	209,782.46	702,323.03	(1,430,665.00)	(2,132,988.03)	49.1

TOWN OF MEAD
BALANCE SHEET
MAY 31, 2024

CONSERVATION TRUST FUND

	ASSETS			
05-01-0100	CASH IN COMMON - CTF		137,426.62	
	TOTAL ASSETS			137,426.62
	LIABILITIES AND EQUITY			
	FUND EQUITY			
05-02-3001	FUND BALANCE		112,855.53	
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	24,571.09		
	BALANCE - CURRENT DATE		24,571.09	
	TOTAL FUND EQUITY			137,426.62
	TOTAL LIABILITIES AND EQUITY			137,426.62

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

CONSERVATION TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	LOTTERY REVENUE					
05-17-4630	LOTTERY REVENUE	.00	21,924.15	65,000.00	43,075.85	33.7
	TOTAL LOTTERY REVENUE	.00	21,924.15	65,000.00	43,075.85	33.7
	MISCELLANEOUS REVENUE					
05-18-4619	INTEREST & DIVIDEND INCOME	509.97	2,646.94	1,000.00	(1,646.94)	264.7
	TOTAL MISCELLANEOUS REVENUE	509.97	2,646.94	1,000.00	(1,646.94)	264.7
	TOTAL FUND REVENUE	509.97	24,571.09	66,000.00	41,428.91	37.2
	PARKS					
05-45-5212	FURNISHINGS	.00	.00	30,000.00	30,000.00	.0
	TOTAL PARKS	.00	.00	30,000.00	30,000.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	30,000.00	30,000.00	.0
	NET REVENUE OVER EXPENDITURES	509.97	24,571.09	36,000.00	11,428.91	68.3

TOWN OF MEAD
BALANCE SHEET
MAY 31, 2024

SEWER FUND

	ASSETS			
06-01-0100	COMBINED CASH		1,563,210.14	
06-01-1302	PREPAID EXPENSE		1,106.90	
06-01-1305	ACCUM DEPRECIATION - PLANT & E		(3,882,320.56)	
06-01-1306	A/R-UTILITY BILLING		112,456.31	
06-01-1501	LAND		294,834.95	
06-01-1502	LAND IMPROV.		322,159.37	
06-01-1503	SEWER COLLECTION SYSTEM		1,792,246.08	
06-01-1504	BUILDINGS		281,750.60	
06-01-1506	MACH. & EQUIP.		179,757.28	
06-01-1507	WASTEWATER TREATMENT PLANT		7,402,156.31	
	TOTAL ASSETS			8,067,357.38
	LIABILITIES AND EQUITY			
	LIABILITIES			
06-02-2000	ACCOUNTS PAYABLE		22,067.88	
06-02-2200	LOAN PAYABLE CWRPDA--LT		1,309,402.88	
06-02-2201	LOAN PAYABLE CWRPDA--CURRENT		82,296.05	
06-02-2310	EMPLOYEE HEALTH INS. PAYABLE		(2,119.25)	
06-02-2312	WORKERS COMP INSURANCE PAYABLE		(677.91)	
06-02-2403	STATE WITHHOLDING TAX PAYABLE		530.00	
06-02-2404	STATE UNEMPLOYMENT TAX PAYABLE		51.75	
06-02-2500	ACC'D COMPENSATED ABS--CURRENT		1,386.13	
06-02-2501	ACCR'D COMPENSATED ABSENCES-LT		12,475.17	
06-02-2502	ACCRUED INT PAYABLE--CWRPDA		20,237.62	
06-02-2601	BOND PREMIUM--UNAMORTIZED		46,320.00	
	TOTAL LIABILITIES			1,491,970.32
	FUND EQUITY			
06-02-3001	FUND BALANCE		5,887,732.74	
	UNAPPROPRIATED FUND BALANCE:			
06-02-3010	CONTRIBUTIONS FROM DEVELOPERS	15,000.00		
06-02-3020	CONTRIBUTIONS SEWER TAPS	425,400.00		
	REVENUE OVER EXPENDITURES - YTD	247,254.32		
	BALANCE - CURRENT DATE		687,654.32	
	TOTAL FUND EQUITY			6,575,387.06
	TOTAL LIABILITIES AND EQUITY			8,067,357.38

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	CHARGES FOR SERVICES					
06-11-4150	SEWER USER FEES	83,013.88	408,454.30	981,690.00	573,235.70	41.6
06-11-4152	RATERINK LIFT STA. SURCHARGE	1,040.40	5,161.20	12,444.00	7,282.80	41.5
06-11-4160	SEWER LATE/NSF FEES	1,400.00	6,610.00	15,124.00	8,514.00	43.7
06-11-4165	SEWER TAP FEES	.00	119,550.00	277,307.00	157,757.00	43.1
	TOTAL CHARGES FOR SERVICES	85,454.28	539,775.50	1,286,565.00	746,789.50	42.0
	MISCELLANEOUS REVENUE					
06-18-4619	INTEREST & DIVIDEND INCOME	5,799.46	30,215.45	75,667.00	45,451.55	39.9
	TOTAL MISCELLANEOUS REVENUE	5,799.46	30,215.45	75,667.00	45,451.55	39.9
	TOTAL FUND REVENUE	91,253.74	569,990.95	1,362,232.00	792,241.05	41.8
	ADMINISTRATION					
06-40-5001	SALARIES & WAGES	13,923.53	70,269.51	188,268.00	117,998.49	37.3
06-40-5055	OVERTIME	4.72	366.90	.00	(366.90)	.0
06-40-5060	PAYROLL TAXES	1,061.68	5,414.25	14,403.00	8,988.75	37.6
06-40-5065	WORKERS COMP	227.45	1,729.23	3,469.00	1,739.77	49.9
06-40-5066	HEALTH INSURANCE	1,872.85	8,864.46	22,523.00	13,658.54	39.4
06-40-5067	DEFERRED COMP/RETIREMENT	713.88	3,580.85	9,019.00	5,438.15	39.7
06-40-5068	MEDICAL SAVINGS	60.38	308.17	696.00	387.83	44.3
06-40-5201	COMPUTER / TECHNOLOGY	.00	.00	5,000.00	5,000.00	.0
06-40-5205	POSTAGE	418.58	1,653.74	5,500.00	3,846.26	30.1
06-40-5254	UNIFORMS	.00	.00	2,270.00	2,270.00	.0
06-40-5300	TELEPHONE	85.51	342.06	720.00	377.94	47.5
06-40-5320	GENERAL LIABILITY INSURANCE	24.00	5,284.80	10,757.00	5,472.20	49.1
06-40-5331	DUES AND MEMBERSHIP	.00	1,050.00	1,200.00	150.00	87.5
06-40-5399	OTHER PROFESSIONAL SERVICES	563.15	4,699.70	7,700.00	3,000.30	61.0
06-40-5400	LEGAL FEES	991.33	3,889.15	13,628.00	9,738.85	28.5
06-40-5401	CONSULTING FEES	2,182.37	5,807.57	16,208.00	10,400.43	35.8
06-40-5405	ENGINEERING FEES	1,356.20	11,759.80	30,000.00	18,240.20	39.2
06-40-5410	PLANNING/CONSULTANTS	213.07	848.31	2,040.00	1,191.69	41.6
06-40-5415	AUDIT FEES	.00	.00	7,977.00	7,977.00	.0
06-40-5460	ADMINISTRATIVE OVERHEAD	.00	.00	8,942.00	8,942.00	.0
06-40-5701	BANK FEES	628.60	2,476.79	6,082.00	3,605.21	40.7
06-40-5705	MILEAGE	50.00	200.00	1,000.00	800.00	20.0
	TOTAL ADMINISTRATION	24,377.30	128,545.29	357,402.00	228,856.71	36.0

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	OPERATIONS					
06-47-5210	OPERATING SUPPLIES	.00	.00	1,000.00	1,000.00	.0
06-47-5215	REPAIRS & MAINT	11,952.56	26,787.79	92,500.00	65,712.21	29.0
06-47-5216	REPAIRS & MAINT GRIT CLASSIFIE	.00	.00	10,000.00	10,000.00	.0
06-47-5227	CHEMICALS	538.20	538.20	750.00	211.80	71.8
06-47-5231	SLUDGE DISPOSAL	9,923.68	33,465.66	85,000.00	51,534.34	39.4
06-47-5248	SEWER LINE REPAIRS	.00	.00	15,000.00	15,000.00	.0
06-47-5253	GAS & OIL	173.80	719.46	6,000.00	5,280.54	12.0
06-47-5305	UTILITIES	4,486.36	21,264.17	70,000.00	48,735.83	30.4
06-47-5306	UTILITIES--RATERINK	90.76	298.05	.00	(298.05)	.0
06-47-5310	TRASH	132.74	621.17	1,500.00	878.83	41.4
06-47-5348	PEST CONTROL	.00	1,263.60	.00	(1,263.60)	.0
06-47-5363	WEED CONTROL	.00	.00	1,000.00	1,000.00	.0
06-47-5390	SEWER MAINT. CONTRACT	12,363.58	31,018.76	95,000.00	63,981.24	32.7
06-47-5391	SEWER TESTING	956.16	3,515.42	6,500.00	2,984.58	54.1
06-47-5392	LINE LOCATOR	454.08	1,981.44	4,000.00	2,018.56	49.5
06-47-5393	STATE DISCHARGE PERMIT	.00	.00	3,500.00	3,500.00	.0
06-47-5394	SEWER LINE FLUSHING	.00	.00	100,000.00	100,000.00	.0
06-47-5396	R&M--RATERINK LIFT STATION	2,463.55	4,716.59	20,000.00	15,283.41	23.6
06-47-5503	CAPITAL OUTLAY--COAT CHANNELS	.00	.00	30,000.00	30,000.00	.0
06-47-5554	CAPITAL OUTLAY--CO/ORP PROBES	.00	.00	250,000.00	250,000.00	.0
06-47-5556	CAPITAL OUTLAY--CIPP	.00	.00	150,000.00	150,000.00	.0
06-47-5558	CAPITAL OUTLAY-BLOWER REPLACE	.00	2,923.77	130,000.00	127,076.23	2.3
06-47-5559	CAPITAL OUTLAY-CHEMICAL PHOSOP	.00	.00	125,000.00	125,000.00	.0
06-47-5720	CONTINGENCIES	.00	.00	50,000.00	50,000.00	.0
	TOTAL OPERATIONS	43,535.47	129,114.08	1,246,750.00	1,117,635.92	10.4
	DEBT SERVICE					
06-98-9801	2007 CWRPDA LOAN--PRINCIPAL	.00	40,792.11	82,296.00	41,503.89	49.6
06-98-9802	2007 CWRPDA LOAN--INTEREST	.00	24,285.15	47,858.00	23,572.85	50.7
	TOTAL DEBT SERVICE	.00	65,077.26	130,154.00	65,076.74	50.0
	TOTAL FUND EXPENDITURES	67,912.77	322,736.63	1,734,306.00	1,411,569.37	18.6
	NET REVENUE OVER EXPENDITURES	23,340.97	247,254.32	(372,074.00)	(619,328.32)	66.5

TOWN OF MEAD
BALANCE SHEET
MAY 31, 2024

POLICE FUND

	ASSETS			
08-01-0100	CASH IN COMMON - POLICE		141,013.55	
	TOTAL ASSETS			141,013.55
	LIABILITIES AND EQUITY			
	FUND EQUITY			
08-02-3001	FUND BALANCE		158,445.15	
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	(17,431.60)		
	BALANCE - CURRENT DATE		(17,431.60)	
	TOTAL FUND EQUITY			141,013.55
	TOTAL LIABILITIES AND EQUITY			141,013.55

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

POLICE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	FEES AND PERMITS					
08-11-4165	IMPACT FEES	2,850.00	26,143.67	113,079.00	86,935.33	23.1
	TOTAL FEES AND PERMITS	2,850.00	26,143.67	113,079.00	86,935.33	23.1
	MISCELLANEOUS					
08-18-4619	INTEREST & DIVIDEND INCOME	523.28	2,941.56	10,808.00	7,866.44	27.2
	TOTAL MISCELLANEOUS	523.28	2,941.56	10,808.00	7,866.44	27.2
	TOTAL FUND REVENUE	3,373.28	29,085.23	123,887.00	94,801.77	23.5
	POLICE					
08-42-5491	VEHICLE LEASE EXPENSES	7,509.96	37,549.80	80,724.00	43,174.20	46.5
08-42-5511	CAPITAL OUTLAY--BLDGS & IMPVTS	.00	8,967.03	35,000.00	26,032.97	25.6
	TOTAL POLICE	7,509.96	46,516.83	115,724.00	69,207.17	40.2
	TOTAL FUND EXPENDITURES	7,509.96	46,516.83	115,724.00	69,207.17	40.2
	NET REVENUE OVER EXPENDITURES	(4,136.68)	(17,431.60)	8,163.00	25,594.60	(213.5)

TOWN OF MEAD
BALANCE SHEET
MAY 31, 2024

MUNICIPAL FACILITIES FUND

	ASSETS			
09-01-0100	COMBINED CASH		4,403,241.11	
	TOTAL ASSETS			4,403,241.11
	LIABILITIES AND EQUITY			
	LIABILITIES			
09-02-2000	ACCOUNTS PAYABLE		4,422.50	
	TOTAL LIABILITIES			4,422.50
	FUND EQUITY			
09-02-3003	FUND BALANCE-MUNICIPAL		3,808,620.83	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	590,197.78		
	BALANCE - CURRENT DATE		590,197.78	
	TOTAL FUND EQUITY			4,398,818.61
	TOTAL LIABILITIES AND EQUITY			4,403,241.11

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

MUNICIPAL FACILITIES FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	FEES					
09-11-4165	IMPACT FEES	24,980.00	224,820.00	919,812.00	694,992.00	24.4
	TOTAL FEES	24,980.00	224,820.00	919,812.00	694,992.00	24.4
	GRANTS					
09-15-4527	CNTY EMERGENCY MANAGEMENT GR	.00	.00	40,000.00	40,000.00	.0
09-15-4546	DOLA EIAF GRANT-COMMUNITY CENT	.00	.00	1,500,000.00	1,500,000.00	.0
	TOTAL GRANTS	.00	.00	1,540,000.00	1,540,000.00	.0
	TRANSFERS IN					
09-16-4819	TRF FR CAPITAL IMPRVT FUND	.00	625,000.00	2,500,000.00	1,875,000.00	25.0
	TOTAL TRANSFERS IN	.00	625,000.00	2,500,000.00	1,875,000.00	25.0
	MISCELLANEOUS REVENUE					
09-18-4619	INTEREST & DIVIDEND INCOME	16,339.72	86,955.57	204,965.00	118,009.43	42.4
	TOTAL MISCELLANEOUS REVENUE	16,339.72	86,955.57	204,965.00	118,009.43	42.4
	TOTAL FUND REVENUE	41,319.72	936,775.57	5,164,777.00	4,228,001.43	18.1
	ADMINISTRATION					
09-40-5500	CAPITAL OUTLAY	.00	.00	25,000.00	25,000.00	.0
09-40-5511	CAPITAL OUTLAY--BLDGS & IMPVTS	.00	.00	200,000.00	200,000.00	.0
09-40-5720	CONTINGENCIES	.00	.00	30,000.00	30,000.00	.0
	TOTAL ADMINISTRATION	.00	.00	255,000.00	255,000.00	.0
	STREETS					
09-44-5602	LEASE PURCH PRIN--2021 TRUCK 2	.00	40,689.18	40,690.00	.82	100.0
09-44-5603	LEASE PURCH INT--2021 TRUCK 2	.00	2,554.00	2,554.00	.00	100.0
09-44-5604	2021 LEASE PURCH PRIN--TRUCK 1	.00	.00	41,947.00	41,947.00	.0
09-44-5605	2021 LEASE PURCH INT--TRUCK 1	.00	.00	1,296.00	1,296.00	.0
	TOTAL STREETS	.00	43,243.18	86,487.00	43,243.82	50.0

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

MUNICIPAL FACILITIES FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PARKS					
09-45-5491	VEHICLE LEASE EXPENSES	5,877.07	27,300.97	63,602.00	36,301.03	42.9
	TOTAL PARKS	5,877.07	27,300.97	63,602.00	36,301.03	42.9
	COMMUNITY ENGAGEMENT					
09-49-5491	VEHICLE LEASE EXPENSES	934.30	4,671.50	12,333.00	7,661.50	37.9
	TOTAL COMMUNITY ENGAGEMENT	934.30	4,671.50	12,333.00	7,661.50	37.9
	EXPENDITURES					
09-50-5500	CAPITAL OUTLAY--BOARD/CT ROOM	.00	11,715.50	.00	(11,715.50)	.0
	TOTAL EXPENDITURES	.00	11,715.50	.00	(11,715.50)	.0
	OTHER CAPITAL OUTLAY					
09-51-5500	CAPITAL OUTLAY	21,815.74	259,646.64	7,675,000.00	7,415,353.36	3.4
	TOTAL OTHER CAPITAL OUTLAY	21,815.74	259,646.64	7,675,000.00	7,415,353.36	3.4
	TOTAL FUND EXPENDITURES	28,627.11	346,577.79	8,092,422.00	7,745,844.21	4.3
	NET REVENUE OVER EXPENDITURES	12,692.61	590,197.78	(2,927,645.00)	(3,517,842.78)	20.2

TOWN OF MEAD
BALANCE SHEET
MAY 31, 2024

TRANSPORTATION FUND

	ASSETS			
14-01-0100	COMBINED CASH		6,183,494.61	
14-01-1300	A/R - MISCELLANEOUS		173,062.73	
	TOTAL ASSETS			6,356,557.34
	LIABILITIES AND EQUITY			
	LIABILITIES			
14-02-2000	ACCOUNTS PAYABLE		13,517.50	
	TOTAL LIABILITIES			13,517.50
	FUND EQUITY			
14-02-3001	FUND BALANCE		6,677,018.11	
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	(333,978.27)		
	BALANCE - CURRENT DATE		(333,978.27)	
	TOTAL FUND EQUITY			6,343,039.84
	TOTAL LIABILITIES AND EQUITY			6,356,557.34

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

TRANSPORTATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	FEES					
14-11-4165	IMPACT FEES	34,570.00	311,130.00	1,422,154.00	1,111,024.00	21.9
	TOTAL FEES	34,570.00	311,130.00	1,422,154.00	1,111,024.00	21.9
	GRANTS					
14-15-4570	CDOT GRANT--SAFE ROUTES TO SCH	3,806.40	21,870.12	324,000.00	302,129.88	6.8
14-15-4571	CDOT GRANT--UNDERPASS	.00	96,514.47	2,000,000.00	1,903,485.53	4.8
14-15-4572	CDOT GRANT--CR 5 BRIDGE	.00	.00	160,000.00	160,000.00	.0
14-15-4575	CML GRANT--CR 34 BRIDGE	16,486.65	58,484.54	60,317.00	1,832.46	97.0
14-15-4580	FEDERAL GRANT--3RD & WELKER	.00	.00	1,900,000.00	1,900,000.00	.0
14-15-4585	ENERGY COLO--EV CHARGING GRANT	.00	.00	12,500.00	12,500.00	.0
	TOTAL GRANTS	20,293.05	176,869.13	4,456,817.00	4,279,947.87	4.0
	MISCELLANEOUS REVENUE					
14-18-4581	FEDERAL GRANT--CARAVEO	.00	.00	1,000,000.00	1,000,000.00	.0
14-18-4582	FEDERAL GRANT--DOT UNDERPASS	.00	.00	1,360,000.00	1,360,000.00	.0
14-18-4619	INTEREST & DIVIDEND INCOME	22,897.85	128,359.58	.00	(128,359.58)	.0
14-18-4620	MISC. INCOME	12,965.00	12,965.00	.00	(12,965.00)	.0
	TOTAL MISCELLANEOUS REVENUE	35,862.85	141,324.58	2,360,000.00	2,218,675.42	6.0
	OTHER SOURCES					
14-19-4941	P.I.L.O.CONSTRUCTION	.00	.00	400,000.00	400,000.00	.0
	TOTAL OTHER SOURCES	.00	.00	400,000.00	400,000.00	.0
	TOTAL FUND REVENUE	90,725.90	629,323.71	8,638,971.00	8,009,647.29	7.3

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

TRANSPORTATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENDITURES					
14-40-5405	ENGINEERING FEES	.00	346.50	.00	(346.50)	.0
14-40-5500	CAPITAL OUTLAY--WELKER/3RD	139,836.00	783,573.66	4,800,000.00	4,016,426.34	16.3
14-40-5501	CAPITAL OUTLAY--SAFE RTESTOSCH	7,412.12	20,268.85	600,000.00	579,731.15	3.4
14-40-5558	CAPITAL OUTLAY--3RD ST. IMPVTS	.00	(2,250.00)	.00	2,250.00	.0
14-40-5562	CAPITAL OUTLAY-Y BRIDGE DESIGN	.00	73,864.89	175,000.00	101,135.11	42.2
14-40-5563	CAPITAL OUTLAY-CR 5 BRIDGE	.00	.00	200,000.00	200,000.00	.0
14-40-5565	CAPITAL OUTLAY-SH66/CR7 UNDER	.00	51,082.50	4,700,000.00	4,648,917.50	1.1
14-40-5566	CAPITAL -SH 66/CR7-ITERSECTION	.00	2,750.00	200,000.00	197,250.00	1.4
14-40-5567	CAPITAL OUTLAY-NORTH CREEK	7,697.70	15,115.50	.00	(15,115.50)	.0
14-40-5568	CAPITAL OUTLAY-ALLEY IMPTS	.00	.00	1,250,000.00	1,250,000.00	.0
14-40-5569	CAPITAL OUTLAY-INT CR 38 & I	.00	3,500.00	200,000.00	196,500.00	1.8
14-40-5570	CAPITAL OUTLAY-EV CHARGING ST	15,050.08	15,050.08	40,000.00	24,949.92	37.6
14-40-5592	SEGMENT 5 I-25 ENHANCEMENTS	.00	.00	1,000,000.00	1,000,000.00	.0
14-40-5720	CONTINGENCIES	.00	.00	600,000.00	600,000.00	.0
	TOTAL EXPENDITURES	169,995.90	963,301.98	13,765,000.00	12,801,698.02	7.0
	TOTAL FUND EXPENDITURES	169,995.90	963,301.98	13,765,000.00	12,801,698.02	7.0
	NET REVENUE OVER EXPENDITURES	(79,270.00)	(333,978.27)	(5,126,029.00)	(4,792,050.73)	(6.5)

TOWN OF MEAD
BALANCE SHEET
MAY 31, 2024

PARKS & OPEN SPACE

	ASSETS			
18-01-0100	CASH IN COMMON - PARKS & OPEN		545,659.52	
	TOTAL ASSETS			545,659.52
	LIABILITIES AND EQUITY			
	FUND EQUITY			
18-02-3001	FUND BALANCE		442,615.51	
18-02-3005	FUND BALANCE - OPEN SPACE		17,690.50	
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	85,353.51		
	BALANCE - CURRENT DATE		85,353.51	
	TOTAL FUND EQUITY			545,659.52
	TOTAL LIABILITIES AND EQUITY			545,659.52

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

PARKS & OPEN SPACE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	FEES					
18-11-4165	IMPACT FEES	15,410.00	138,690.00	493,158.00	354,468.00	28.1
	TOTAL FEES	15,410.00	138,690.00	493,158.00	354,468.00	28.1
	MISCELLANEOUS REVENUE					
18-18-4528	GRANTS FOR TRAILS MASTER PLAN	.00	.00	100,000.00	100,000.00	.0
18-18-4619	INTEREST & DIVIDEND INCOME	2,024.86	11,281.87	27,973.00	16,691.13	40.3
18-18-4622	DONATIONS/FUNDRAISING	.00	54,000.00	.00	(54,000.00)	.0
	TOTAL MISCELLANEOUS REVENUE	2,024.86	65,281.87	127,973.00	62,691.13	51.0
	TOTAL FUND REVENUE	17,434.86	203,971.87	621,131.00	417,159.13	32.8
	ADMINISTRATION					
18-40-5347	CONTRIBUTION TO WELD COUNTY	.00	.00	100,000.00	100,000.00	.0
18-40-5410	PLANNING/CONSULTANTS	.00	.00	325,000.00	325,000.00	.0
	TOTAL ADMINISTRATION	.00	.00	425,000.00	425,000.00	.0
	PARKS					
18-45-5500	CAPITAL OUTLAY--LIBERTY RANCH	1,854.42	5,293.42	350,000.00	344,706.58	1.5
	TOTAL PARKS	1,854.42	5,293.42	350,000.00	344,706.58	1.5
	DEPARTMENT 49					
18-49-5500	CAPITAL OUTLAY	62,200.00	62,200.00	51,100.00	(11,100.00)	121.7
	TOTAL DEPARTMENT 49	62,200.00	62,200.00	51,100.00	(11,100.00)	121.7
	CAPITAL PROJECTS					
18-52-5500	CAPITAL OUTLAY	.00	15,964.00	.00	(15,964.00)	.0
18-52-5501	CAPITAL OUTLAY--GOLD STAR	34,011.94	35,160.94	350,000.00	314,839.06	10.1
18-52-5502	CAPITAL OUTLAY--RESURF TEN CTS	.00	.00	100,000.00	100,000.00	.0
18-52-5503	CAPITAL OUTLAY--ELECTRICITY	.00	.00	15,000.00	15,000.00	.0
	TOTAL CAPITAL PROJECTS	34,011.94	51,124.94	465,000.00	413,875.06	11.0

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

PARKS & OPEN SPACE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	98,066.36	118,618.36	1,291,100.00	1,172,481.64	9.2
NET REVENUE OVER EXPENDITURES	(80,631.50)	85,353.51	(669,969.00)	(755,322.51)	12.7

TOWN OF MEAD
BALANCE SHEET
MAY 31, 2024

CAPITAL IMPROVEMENT FUND

	ASSETS			
19-01-0100	COMBINED CASH		3,978,233.44	
	TOTAL ASSETS			3,978,233.44
	LIABILITIES AND EQUITY			
	FUND EQUITY			
19-02-3001	FUND BALANCE		3,988,381.82	
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	(10,148.38)		
	BALANCE - CURRENT DATE		(10,148.38)	
	TOTAL FUND EQUITY			3,978,233.44
	TOTAL LIABILITIES AND EQUITY			3,978,233.44

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

CAPITAL IMPROVEMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	TRANSFERS IN					
19-16-4615	TRANSFER IN FROM GENERAL	.00	531,885.50	2,495,312.00	1,963,426.50	21.3
	TOTAL TRANSFERS IN	.00	531,885.50	2,495,312.00	1,963,426.50	21.3
	MISCELLANEOUS REVENUE					
19-18-4619	INTEREST & DIVIDEND INCOME	14,762.59	82,966.12	46,899.00	(36,067.12)	176.9
	TOTAL MISCELLANEOUS REVENUE	14,762.59	82,966.12	46,899.00	(36,067.12)	176.9
	TOTAL FUND REVENUE	14,762.59	614,851.62	2,542,211.00	1,927,359.38	24.2
	OTHER CAPITAL OUTLAY					
19-46-5909	TRANSFER TO MUNI FACIL FUND	.00	625,000.00	2,500,000.00	1,875,000.00	25.0
	TOTAL OTHER CAPITAL OUTLAY	.00	625,000.00	2,500,000.00	1,875,000.00	25.0
	TOTAL FUND EXPENDITURES	.00	625,000.00	2,500,000.00	1,875,000.00	25.0
	NET REVENUE OVER EXPENDITURES	14,762.59	(10,148.38)	42,211.00	52,359.38	(24.0)

TOWN OF MEAD
BALANCE SHEET
MAY 31, 2024

MEAD URBAN RENEWAL AUTHORITY

	ASSETS			
20-01-0100	COMBINED CASH		6,218,480.38	
20-01-1301	A/R - MURA		210.53	
20-01-1302	PREPAID EXPENSE		137.50	
	TOTAL ASSETS			6,218,828.41
	LIABILITIES AND EQUITY			
	LIABILITIES			
20-02-2000	ACCOUNTS PAYABLE		3,554.25	
20-02-2310	EMPLOYEE HEALTH INS. PAYABLE		(2,653.24)	
20-02-2312	WORKERS COMP INSURANCE PAYABLE		(600.00)	
20-02-2403	STATE WITHHOLDING TAX PAYABLE		695.99	
20-02-2404	STATE UNEMPLOYMENT TAX PAYABLE		67.76	
	TOTAL LIABILITIES			1,064.76
	FUND EQUITY			
20-02-3001	FUND BALANCE		3,333,630.48	
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	2,884,133.17		
	BALANCE - CURRENT DATE		2,884,133.17	
	TOTAL FUND EQUITY			6,217,763.65
	TOTAL LIABILITIES AND EQUITY			6,218,828.41

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

MEAD URBAN RENEWAL AUTHORITY

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	TAXES					
20-10-4050	TAX INCREMENT REVENUE (TIF)	2,276,634.25	2,974,619.89	3,980,644.00	1,006,024.11	74.7
	TOTAL TAXES	2,276,634.25	2,974,619.89	3,980,644.00	1,006,024.11	74.7
	FEES					
20-11-4110	ADMINSTRATIVE FEE	.00	.00	20,237.00	20,237.00	.0
	TOTAL FEES	.00	.00	20,237.00	20,237.00	.0
	MISCELLANEOUS REVENUE					
20-18-4619	INTEREST & DIVIDEND INCOME	23,075.78	82,620.55	229,413.00	146,792.45	36.0
	TOTAL MISCELLANEOUS REVENUE	23,075.78	82,620.55	229,413.00	146,792.45	36.0
	TOTAL FUND REVENUE	2,299,710.03	3,057,240.44	4,230,294.00	1,173,053.56	72.3
	ADMINISTRATION					
20-40-5001	SALARIES & WAGES	17,422.81	93,048.95	241,344.00	148,295.05	38.6
20-40-5060	PAYROLL TAXES	1,328.32	7,138.23	18,463.00	11,324.77	38.7
20-40-5065	WORKERS COMP	164.23	1,389.96	1,857.00	467.04	74.9
20-40-5066	HEALTH INSURANCE	2,195.69	9,702.09	23,248.00	13,545.91	41.7
20-40-5067	DEFERRED COMP/RETIREMENT	1,072.46	5,357.08	14,574.00	9,216.92	36.8
20-40-5068	MEDICAL SAVINGS	57.32	257.94	672.00	414.06	38.4
20-40-5100	TIF REVENUE SHARING	.00	.00	2,284,837.00	2,284,837.00	.0
20-40-5300	TELEPHONE	48.50	194.00	600.00	406.00	32.3
20-40-5320	GENERAL LIABILITY INSURANCE	9.60	2,113.91	4,303.00	2,189.09	49.1
20-40-5340	PUBLISHED NOTICES	.00	.00	100.00	100.00	.0
20-40-5400	LEGAL FEES	1,727.64	2,745.98	40,000.00	37,254.02	6.9
20-40-5401	CONSULTING FEES	2,141.50	5,575.81	15,229.00	9,653.19	36.6
20-40-5415	AUDIT FEES	.00	.00	2,659.00	2,659.00	.0
20-40-5425	COUNTY TREASURER'S FEE	34,149.32	38,896.93	59,710.00	20,813.07	65.1
20-40-5427	TIF ADVANCE	5,686.39	5,686.39	1,100,000.00	1,094,313.61	.5
20-40-5460	ADMINISTRATIVE OVERHEAD	.00	.00	8,912.00	8,912.00	.0
20-40-5500	CAPITAL OUTLAY	.00	.00	100,000.00	100,000.00	.0
20-40-5700	MISC. EXPENSE	.00	.00	1,000.00	1,000.00	.0
20-40-5705	MILEAGE	250.00	1,000.00	3,000.00	2,000.00	33.3
20-40-5999	OTHER PROJECTS	.00	.00	1,000,000.00	1,000,000.00	.0
	TOTAL ADMINISTRATION	66,253.78	173,107.27	4,920,508.00	4,747,400.73	3.5
	TOTAL FUND EXPENDITURES	66,253.78	173,107.27	4,920,508.00	4,747,400.73	3.5

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

MEAD URBAN RENEWAL AUTHORITY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	2,233,456.25	2,884,133.17	(690,214.00)	(3,574,347.17)	417.9

TOWN OF MEAD
BALANCE SHEET
MAY 31, 2024

ELEVATION 25 GEN'L IMPVT DIST.

	ASSETS			
30-01-0100	COMBINED CASH		10,225.15	
	TOTAL ASSETS			10,225.15
	LIABILITIES AND EQUITY			
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	10,225.15		
	BALANCE - CURRENT DATE		10,225.15	
	TOTAL FUND EQUITY			10,225.15
	TOTAL LIABILITIES AND EQUITY			10,225.15

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2024

ELEVATION 25 GEN'L IMPVT DIST.

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	TAXES					
30-10-4050	PROPERTY TAX	10,130.74	10,225.22	10,253.00	27.78	99.7
	TOTAL TAXES	10,130.74	10,225.22	10,253.00	27.78	99.7
	MISCELLANEOUS					
30-18-4619	INTEREST & DIVIDEND INCOME	.00	.00	231.00	231.00	.0
	TOTAL MISCELLANEOUS	.00	.00	231.00	231.00	.0
	TOTAL FUND REVENUE	10,130.74	10,225.22	10,484.00	258.78	97.5
	ADMINISTRATION					
30-40-5425	COUNTY TREASURER'S FEE	.00	.07	30.00	29.93	.2
30-40-5460	ADMINISTRATIVE OVERHEAD	.00	.00	4,101.00	4,101.00	.0
	TOTAL ADMINISTRATION	.00	.07	4,131.00	4,130.93	.0
	STREETS					
30-44-5215	REPAIRS & MAINTENANCE	.00	.00	6,037.00	6,037.00	.0
	TOTAL STREETS	.00	.00	6,037.00	6,037.00	.0
	TOTAL FUND EXPENDITURES	.00	.07	10,168.00	10,167.93	.0
	NET REVENUE OVER EXPENDITURES	10,130.74	10,225.15	316.00	(9,909.15)	3235.8

Report Criteria:
Report type: GL detail

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
06/24	06/24/2024	38421	34 9.5 Metropolitan District	2023 REFUN	20-40-5100	2023 TIF Refund	2,267.36
Total 38421:							2,267.36
06/24	06/24/2024	38422	Access 25 Metropolitan District N	2023 REFUN	20-40-5100	2023 TIF Refund	1,938.46
Total 38422:							1,938.46
06/24	06/24/2024	38423	BERTHOUD ACE HARDWARE	117881/1	01-40-5215	Swamp Cooler for TH - float	13.99
Total 38423:							13.99
06/24	06/24/2024	38424	BK Tire	38444	01-42-5216	PD Unit 5	24.00
Total 38424:							24.00
06/24	06/24/2024	38425	BMI	54003578	01-49-5331	Acct #4109511 - Music License 2024-202	435.00
Total 38425:							435.00
06/24	06/24/2024	38426	Burnt Mountain Services LLC	4412	04-44-5215	Concrete R&M Proj 2023-001	20,161.82
06/24	06/24/2024	38426	Burnt Mountain Services LLC	4412	04-02-2005	Concrete R&M Proj 2023-001 - retainage	1,008.09-
Total 38426:							19,153.73
06/24	06/24/2024	38427	Calibre Press	24-108091	01-42-5330	Training - MR	359.00
Total 38427:							359.00
06/24	06/24/2024	38428	CASELLE	133475	01-40-5399	Fin Software Support - Admin	752.85
06/24	06/24/2024	38428	CASELLE	133475	01-48-5399	Fin Software Support - Court	167.30
06/24	06/24/2024	38428	CASELLE	133475	06-40-5399	Fin Software Support - Sewer	585.55
06/24	06/24/2024	38428	CASELLE	133475	01-49-5399	Fin Software Support - Comm Dev	167.30
Total 38428:							1,673.00
06/24	06/24/2024	38429	CIRSA	241260	01-49-5262	Special Event - Mead Motorheads Ins	238.98
Total 38429:							238.98
06/24	06/24/2024	38430	David Jay Thrower	07012024ME	01-48-5040	Municipal court judge - June	1,500.00
Total 38430:							1,500.00
06/24	06/24/2024	38431	Denali Water Solutions LLC	INV818940	06-47-5231	Sludge Disposal	910.00
06/24	06/24/2024	38431	Denali Water Solutions LLC	INV832720	06-47-5231	Sludge Disposal	910.00
Total 38431:							1,820.00
06/24	06/24/2024	38432	DOUTHIT METRO DISTRICT	2023 REFUN	20-40-5100	2023 TIF Refund	109,147.08
Total 38432:							109,147.08

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
06/24	06/24/2024	38433	DYNAMIC DESIGNS PRINTING,	55085	01-49-5236	Event Postcards	69.00
Total 38433:							69.00
06/24	06/24/2024	38434	Essenza Architecture	2206-14	09-51-5500	Comm Ctr	15,673.50
Total 38434:							15,673.50
06/24	06/24/2024	38435	Firestone Ace Hardware	541442/2	01-47-5215	Grader Shed repair	20.98
Total 38435:							20.98
06/24	06/24/2024	38436	Fit For You Mead	1065	01-49-5265	Sr Exercise - May	232.00
Total 38436:							232.00
06/24	06/24/2024	38437	Flock Group Inc	INV-40109	01-42-5343	Flock Safety Falcon & Flex - 2nd year (2	8,000.00
Total 38437:							8,000.00
06/24	06/24/2024	38438	Front Range Landfill	72456E305	01-49-5262	Clean Up Days - spring 2024	6,077.58
Total 38438:							6,077.58
06/24	06/24/2024	38439	FRONT RANGE PORTABLE RES	1246	01-45-5210	Liberty Ranch Park	157.50
06/24	06/24/2024	38439	FRONT RANGE PORTABLE RES	1247	01-49-5262	Town Events - Mead Motorheads	480.00
06/24	06/24/2024	38439	FRONT RANGE PORTABLE RES	1248	01-49-5262	Town Events - Fishing is Fun	330.00
Total 38439:							967.50
06/24	06/24/2024	38440	FRONTIER SELF STORAGE	07012024-F	01-40-5700	Storage	100.00
Total 38440:							100.00
06/24	06/24/2024	38441	GRAINGER	9142626291	01-47-5215	Intake Fan - Grader Shed	214.25
Total 38441:							214.25
06/24	06/24/2024	38442	Grand Meadow Metropolitan Distri	2023 REFUN	20-40-5100	2023 TIF Refund	15,412.97
Total 38442:							15,412.97
06/24	06/24/2024	38443	GREEN MILL SPORTSMAN CLU	140	01-42-5330	Shooting Range - Police May 15,16,17,&	900.00
Total 38443:							900.00
06/24	06/24/2024	38444	HIGH PLAINS LIBRARY DIST.	2023 REFUN	20-40-5100	2023 TIF Refund	89,928.57
Total 38444:							89,928.57
06/24	06/24/2024	38445	International Agents Inc	001102	01-42-5343	Contractual Services - May	1,350.00
Total 38445:							1,350.00
06/24	06/24/2024	38446	James Salyards	051024 - J S	01-49-5262	Rockin & Reelin' Concert - 6/28	1,000.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 38446:							1,000.00
06/24	06/24/2024	38447	JVA INCORPORATED	16692	06-40-5405	Wastewater on-call	885.60
06/24	06/24/2024	38447	JVA INCORPORATED	16692	06-47-5396	Wastewater on-call	153.00
06/24	06/24/2024	38447	JVA INCORPORATED	16743	01-02-2615	Grand Meadow #1 (341)	3,449.00
06/24	06/24/2024	38447	JVA INCORPORATED	16746	01-02-2615	Club Car Wash (329)	180.00
06/24	06/24/2024	38447	JVA INCORPORATED	16748	01-02-2615	Waterfront Sub Dev (307)	270.00
06/24	06/24/2024	38447	JVA INCORPORATED	16749	01-47-5405	General Engineering	3,150.65
06/24	06/24/2024	38447	JVA INCORPORATED	16881	09-51-5500	Community Center	81.00
Total 38447:							8,169.25
06/24	06/24/2024	38448	Kinnon Entertainment	2846	01-49-5261	Stage Rental for Comm Day	12,599.10
06/24	06/24/2024	38448	Kinnon Entertainment	2847	01-49-5262	Stage Rental for summer concerts	12,510.00
Total 38448:							25,109.10
06/24	06/24/2024	38449	LIBERTY RANCH METRO DISTR	2023 REFUN	20-40-5100	2023 TIF Refund	86,335.10
Total 38449:							86,335.10
06/24	06/24/2024	38450	MAC EQUIPMENT INC	478312	04-44-5216	Demo Saw Parts	17.42
06/24	06/24/2024	38450	MAC EQUIPMENT INC	478315	01-45-5216	Chainsaw parts	41.98
06/24	06/24/2024	38450	MAC EQUIPMENT INC	478508	01-45-5216	Ventrac Wheel Studs	125.50
06/24	06/24/2024	38450	MAC EQUIPMENT INC	478511	01-45-5216	Ventrac - Nut/Lug	31.20
Total 38450:							216.10
06/24	06/24/2024	38451	MAIN STREET MAT COMPANY	225600	01-40-5210	Mat svs	69.36
06/24	06/24/2024	38451	MAIN STREET MAT COMPANY	225605	01-47-5210	Mat svs	103.03
Total 38451:							172.39
06/24	06/24/2024	38452	Michow Guckenberger McAskin L	May 2024 - S	01-40-5400	Legal Services - May	17,575.00
06/24	06/24/2024	38452	Michow Guckenberger McAskin L	May 2024 - S	06-40-5400	Legal Services - May	925.00
06/24	06/24/2024	38452	Michow Guckenberger McAskin L	Mead.May20	01-40-5400	Litigation (Schell Property)	2,965.00
06/24	06/24/2024	38452	Michow Guckenberger McAskin L	Mead.May20	01-40-5400	Litigation (3rd & Welker Intersection)	62.50
06/24	06/24/2024	38452	Michow Guckenberger McAskin L	Mead.May20	01-40-5400	Litigation (Zera v MPD)	1,500.00
06/24	06/24/2024	38452	Michow Guckenberger McAskin L	Mead.May20	01-02-2615	Special Proj - WCR 9.5	6,910.00
06/24	06/24/2024	38452	Michow Guckenberger McAskin L	Mead.May20	01-02-2615	Sugar Beet Solar (323)	135.00
06/24	06/24/2024	38452	Michow Guckenberger McAskin L	Mead.May20	01-02-2615	AMK (326)	1,046.00
06/24	06/24/2024	38452	Michow Guckenberger McAskin L	Mead.May20	01-02-2615	QuikTrip (294)	664.00
06/24	06/24/2024	38452	Michow Guckenberger McAskin L	Mead.May20	01-02-2615	Highlands (256)	87.00
06/24	06/24/2024	38452	Michow Guckenberger McAskin L	Mead.May20	01-02-2615	Grand Meadow (341)	1,595.00
06/24	06/24/2024	38452	Michow Guckenberger McAskin L	Mead.May20	01-02-2615	Range View (270)	289.00
06/24	06/24/2024	38452	Michow Guckenberger McAskin L	Mead.May20	01-02-2615	Tract B - Liberty Ranch (MVFPD/HPDL) (	5,631.00
06/24	06/24/2024	38452	Michow Guckenberger McAskin L	Mead.May20	01-02-2615	Welker Farms (349)	1,547.00
06/24	06/24/2024	38452	Michow Guckenberger McAskin L	Mead.May20	01-02-2615	Mead Municipal Facilities (346)	3,442.00
06/24	06/24/2024	38452	Michow Guckenberger McAskin L	Mead.May20	01-02-2615	Red Barn (298)	2,904.00
06/24	06/24/2024	38452	Michow Guckenberger McAskin L	Mead.May20	01-40-5400	Mileage/Cert Mail Reimbursement	66.33
06/24	06/24/2024	38452	Michow Guckenberger McAskin L	Mead.May20	06-40-5400	Mileage/Cert Mail Reimbursement	66.33
Total 38452:							47,410.16
06/24	06/24/2024	38453	MJT Communications	14090	01-40-5401	Computer - Admin	1,160.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
06/24	06/24/2024	38453	MJT Communications	14090	06-40-5401	Computer - Sewer	145.00
06/24	06/24/2024	38453	MJT Communications	14090	20-40-5401	Computer - MURA	145.00
06/24	06/24/2024	38453	MJT Communications	14099	01-42-5201	1 yr firewall renewal @ 201 Welker	220.00
06/24	06/24/2024	38453	MJT Communications	14103	01-49-5201	Computer Replacement - LN & JR	2,600.00
06/24	06/24/2024	38453	MJT Communications	14103	01-41-5201	Computer Replacement - MH	1,285.00
Total 38453:							5,555.00
06/24	06/24/2024	38454	MVFPD	2023 REFUN	20-40-5100	2023 TIF Refund	228,577.83
Total 38454:							228,577.83
06/24	06/24/2024	38455	NEXTRUST INC.	379690	06-40-5205	Sewer Bills	421.46
06/24	06/24/2024	38455	NEXTRUST INC.	379690	06-40-5410	Sewer Bills	213.96
Total 38455:							635.42
06/24	06/24/2024	38456	NORTHERN COLO WATER CON	2023 REFUN	20-40-5100	2023 TIF Refund	28,137.85
Total 38456:							28,137.85
06/24	06/24/2024	38457	Otak, Inc	0000524002	14-40-5565	SH66/CR7 Ped Crossing - 3/30/24 - 5/3/	3,575.50
Total 38457:							3,575.50
06/24	06/24/2024	38458	PINNACOL ASSURANCE	21726183	01-02-2312	WC - 6 of 9	13,033.00
06/24	06/24/2024	38458	PINNACOL ASSURANCE	21726183	01-47-5065	Claim 10207270 - JF - Deductible	225.33
Total 38458:							13,258.33
06/24	06/24/2024	38459	Prairie Mountian Media	386988	01-41-5340	Published Notices	137.20
Total 38459:							137.20
06/24	06/24/2024	38460	Professional Management System	84936	01-40-5401	Finance - Admin	4,224.00
06/24	06/24/2024	38460	Professional Management System	84936	06-40-5401	Finance - Sewer	528.00
06/24	06/24/2024	38460	Professional Management System	84936	20-40-5401	Finance - MURA	528.00
Total 38460:							5,280.00
06/24	06/24/2024	38461	Safebuilt	408613	01-43-5460	Plan Review/ Permit Inspection	33,652.34
Total 38461:							33,652.34
06/24	06/24/2024	38462	ST. VRAIN & LEFT HAND WATE	2023 REFUN	20-40-5100	2023 TIF Refund	39,561.82
Total 38462:							39,561.82
06/24	06/24/2024	38463	ST. VRAIN SANITATION DISTRIC	2023 REFUN	20-40-5100	2023 TIF Refund	4,413.42
Total 38463:							4,413.42
06/24	06/24/2024	38464	ST. VRAIN VALLEY SCHOOL DIS	2023 REFUN	20-40-5100	2023 TIF Refund	730,414.33
Total 38464:							730,414.33

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
06/24	06/24/2024	38465	STAPLES ADVANTAGE	7000838141	01-40-5210	6003516460 - supplies	37.07
06/24	06/24/2024	38465	STAPLES ADVANTAGE	7000838141	01-40-5210	6003516458 - Supplies	63.70
06/24	06/24/2024	38465	STAPLES ADVANTAGE	7000838141	01-48-5700	6003516458 - Supplies	66.72
06/24	06/24/2024	38465	STAPLES ADVANTAGE	7000838141	01-40-5210	6003516457 - Supplies	19.96
06/24	06/24/2024	38465	STAPLES ADVANTAGE	7000838141	01-42-5210	6003516457 - Supplies	6.00
06/24	06/24/2024	38465	STAPLES ADVANTAGE	7000838141	01-47-5210	6003516461 - Supplies	79.14
06/24	06/24/2024	38465	STAPLES ADVANTAGE	7000838141	01-47-5200	6003516459 - supplies	73.98
Total 38465:							346.57
06/24	06/24/2024	38466	STERLING TALENT SOLUTIONS	9856301	01-49-5075	Background Checks - AM, EF, TL, HS	220.87
06/24	06/24/2024	38466	STERLING TALENT SOLUTIONS	9856301	01-40-5700	Background Checks - Peddlers (Comcas	141.48
Total 38466:							362.35
06/24	06/24/2024	38467	TOWN OF MEAD	2023 REFUN	01-40-5305	2023 TIF Refund	162,102.16
Total 38467:							162,102.16
06/24	06/24/2024	38468	Tradesman Elevator	11617	01-40-5215	Preventative Maint - April	185.66
06/24	06/24/2024	38468	Tradesman Elevator	11618	01-40-5215	Preventative Maint - May	185.66
Total 38468:							371.32
06/24	06/24/2024	38469	TRIDENT SECURITY SYSTEMS	37961	01-40-5399	441 3rd St	105.00
06/24	06/24/2024	38469	TRIDENT SECURITY SYSTEMS	37961	01-42-5399	537 Main St	105.00
06/24	06/24/2024	38469	TRIDENT SECURITY SYSTEMS	39178	01-47-5399	Alarm Monitoring Q3	180.00
Total 38469:							390.00
06/24	06/24/2024	38470	Trippwire Productions LLC	060724 - LO	01-49-5261	Headliner Performance - Long Run Band	6,000.00
Total 38470:							6,000.00
06/24	06/24/2024	38471	US Bank Voyager Fleet Systems	8694028342	01-40-5253	Fuel	70.23
06/24	06/24/2024	38471	US Bank Voyager Fleet Systems	8694028342	01-42-5253	Fuel	2,233.09
06/24	06/24/2024	38471	US Bank Voyager Fleet Systems	8694028342	01-43-5253	Fuel	151.02
06/24	06/24/2024	38471	US Bank Voyager Fleet Systems	8694028342	04-44-5253	Fuel	1,170.51
06/24	06/24/2024	38471	US Bank Voyager Fleet Systems	8694028342	01-45-5253	Fuel	1,653.95
06/24	06/24/2024	38471	US Bank Voyager Fleet Systems	8694028342	01-47-5253	Fuel	323.13
06/24	06/24/2024	38471	US Bank Voyager Fleet Systems	8694028342	01-49-5253	Fuel	50.60
06/24	06/24/2024	38471	US Bank Voyager Fleet Systems	8694028342	06-47-5253	Fuel	189.13
Total 38471:							5,841.66
06/24	06/24/2024	38472	Utility Notification Center of Color	224050949	06-47-5392	RTL Transmossions/Re-Notifications	650.16
Total 38472:							650.16
06/24	06/24/2024	38473	Voiance Language Services LLC	2024036241	01-42-5343	OPI interp/OPI calling	118.68
Total 38473:							118.68
06/24	06/24/2024	38474	WELD COUNTY TREASURER	2023 REFUN	20-40-5100	2023 TIF Refund	169,164.76

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 38474:							169,164.76
06/24	06/24/2024	38475	WESTRIDGE METROPOLITAN D	2023 REFUN	20-40-5100	2023 TIF Refund - Dist 2	76,955.31
06/24	06/24/2024	38475	WESTRIDGE METROPOLITAN D	2023 REFUN	20-40-5100	2023 TIF Refund - Dist 3	3,004.01
Total 38475:							79,959.32
06/24	06/24/2024	38476	WHITE BEAR ANKELE TANAKA	35168	20-40-5400	MURA Legal	1,322.25
Total 38476:							1,322.25
06/24	06/24/2024	38477	Wickham Tractor Company	IE21243	04-44-5216	Parts-Coupler	315.62
Total 38477:							315.62
06/24	06/24/2024	38478	Wilbur-Ellis Company LLC	16347812	01-45-5215	Grass seed parks	1,936.00
Total 38478:							1,936.00
06/24	06/24/2024	38479	Wilson & Company Inc	126376	01-02-2615	1601 CR 38 Interchange (336)	26,072.20
Total 38479:							26,072.20
06/24	06/24/2024	38480	World Class Auto Body	1910	01-42-5216	vehicle repairs	288.00
Total 38480:							288.00
06/24	06/20/2024	62024100	Enterprise FM Trust	FBN5055372	08-42-5491	608136 21 Ford Police - 23TPHZ	1,012.95
06/24	06/20/2024	62024100	Enterprise FM Trust	FBN5055372	09-45-5491	608136 21 Ford Ranger - 23VQXP	627.31
06/24	06/20/2024	62024100	Enterprise FM Trust	FBN5055372	09-45-5491	608136 22 Ford F-250 - 23WMJ2	855.83
06/24	06/20/2024	62024100	Enterprise FM Trust	FBN5055372	09-45-5491	608136 22 Ford F-350 - 23WQX4	1,201.11
06/24	06/20/2024	62024100	Enterprise FM Trust	FBN5055372	09-45-5491	608136 22 Ford F-250 - 23WQX9	899.60
06/24	06/20/2024	62024100	Enterprise FM Trust	FBN5055372	04-44-5491	608136 22 Ford Ranger - 25G6J7	679.32
06/24	06/20/2024	62024100	Enterprise FM Trust	FBN5055372	08-42-5491	608136 22 Ford Utility Interceptor - 25H	1,269.87
06/24	06/20/2024	62024100	Enterprise FM Trust	FBN5055372	08-42-5491	608136 22 Ford Utility Interceptor - 25HL	1,333.91
06/24	06/20/2024	62024100	Enterprise FM Trust	FBN5055372	01-43-5491	608136 22 Ford F-150 - 25HL9T	1,198.83
06/24	06/20/2024	62024100	Enterprise FM Trust	FBN5055372	09-45-5491	608136 22 Ford Escape - 25S5SM	648.09
06/24	06/20/2024	62024100	Enterprise FM Trust	FBN5055372	09-45-5491	608136 21 Ford Ranger - 26G3JG	743.56
06/24	06/20/2024	62024100	Enterprise FM Trust	FBN5055372	08-42-5491	608136 22 Ford Utility Interceptor - 26G	766.36
06/24	06/20/2024	62024100	Enterprise FM Trust	FBN5055372	09-49-5491	608136 23 Chev Silverado - 26MD7X	934.30
06/24	06/20/2024	62024100	Enterprise FM Trust	FBN5055372	01-42-5491	608136 23 Toyota Highlander - 26N9DS	1,279.43
06/24	06/20/2024	62024100	Enterprise FM Trust	FBN5055372	08-42-5491	60813623 Ford Interceptor277KHZ	1,042.29
06/24	06/20/2024	62024100	Enterprise FM Trust	FBN5055372	08-42-5491	60813623 Ford Interceptor277KPK	11,454.38
06/24	06/20/2024	62024100	Enterprise FM Trust	FBN5055372	08-42-5491	60813623 Ford Interceptor277KQJ	1,042.29
06/24	06/20/2024	62024100	Enterprise FM Trust	FBN5055372	01-47-5491	60813623 Chevy Silverado27PB84	1,026.44
06/24	06/20/2024	62024100	Enterprise FM Trust	FBN5055372	09-45-5491	60813624 Nissan Frontier27QCF6	901.57
Total 62024100:							28,917.44
06/24	06/20/2024	62024101	John Deere Financial	2916227	04-44-5491	Grader	5,871.01
06/24	06/20/2024	62024101	John Deere Financial	2917211	04-44-5491	Wheel Loader	3,223.46
Total 62024101:							9,094.47
06/24	06/20/2024	62024102	SAMSCLUB	4230 06/01/2	01-47-5200	Supplies	340.14

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
06/24	06/20/2024	62024102	SAMSCLUB	4230 06/01/2	01-42-5200	Supplies	55.76
06/24	06/20/2024	62024102	SAMSCLUB	4230 06/01/2	01-40-5200	Supplies	112.42
06/24	06/20/2024	62024102	SAMSCLUB	4230 06/01/2	01-40-5200	Supplies	18.48
06/24	06/20/2024	62024102	SAMSCLUB	4230 06/01/2	01-49-5262	Fishing Event	343.32
06/24	06/20/2024	62024102	SAMSCLUB	4230 06/01/2	01-42-5200	Supplies	90.01
Total 62024102:							960.13
06/24	06/24/2024	62424100	All Copy Products Inc	531333334	01-40-5315	Copier Lease	126.42
06/24	06/24/2024	62424100	All Copy Products Inc	531333334	01-42-5315	Copier Lease	93.52
Total 62424100:							219.94
06/24	06/24/2024	62424101	Amazon Capital Services Inc	11KR-79GL-	01-42-5210	Collapsible Crate on wheels	98.99
06/24	06/24/2024	62424101	Amazon Capital Services Inc	1DGW-7VLW	01-42-5210	Supplies	12.90
06/24	06/24/2024	62424101	Amazon Capital Services Inc	1DKD-3NH9-	01-47-5210	Supplies	74.04
06/24	06/24/2024	62424101	Amazon Capital Services Inc	1DKD-3NH9-	01-47-5200	Supplies	33.55
06/24	06/24/2024	62424101	Amazon Capital Services Inc	1DMT-LGGW	01-43-5200	Supplies	13.99
06/24	06/24/2024	62424101	Amazon Capital Services Inc	1FQR-WH9P	01-42-5210	Supplies - paperweights	119.94
06/24	06/24/2024	62424101	Amazon Capital Services Inc	1HLV-4LV7-H	01-42-5200	Supplies	16.99
06/24	06/24/2024	62424101	Amazon Capital Services Inc	1QHP-TWVL	01-49-5260	Baseball/Softball Tee (x2)	79.96
06/24	06/24/2024	62424101	Amazon Capital Services Inc	1RTD-VJGM-	01-42-5201	Technology - port	223.09
06/24	06/24/2024	62424101	Amazon Capital Services Inc	1RV9-3LT6-6	01-49-5349	EE engagement	533.82
06/24	06/24/2024	62424101	Amazon Capital Services Inc	1XTH-MGFP-	01-42-5210	Phone Case & Protector	27.76
06/24	06/24/2024	62424101	Amazon Capital Services Inc	1YY9-MJNQ-	01-42-5210	Supplies	34.94
Total 62424101:							1,269.97
06/24	06/24/2024	62424102	CENTURY LINK	4018 - 06/01/	01-40-5300	Elevator Line	80.42
Total 62424102:							80.42
06/24	06/24/2024	62424103	Loveland Pulse	303-007777	01-47-5305	PW Internet - June	269.90
06/24	06/24/2024	62424103	Loveland Pulse	303-007777	01-47-5305	Internet - May	269.90
Total 62424103:							539.80
06/24	06/24/2024	62424104	Pitney Bowes Inc	1025540078	01-40-5205	Ink	91.29
Total 62424104:							91.29
06/24	06/24/2024	62424105	UNITED POWER	12650701 - 6	01-45-5305	Booster Pump Founders 5/2024	20.00
06/24	06/24/2024	62424105	UNITED POWER	12952800 -	01-45-5305	Mead Ponds 5/2024	20.00
06/24	06/24/2024	62424105	UNITED POWER	14305100 - 6	06-47-5305	WWTP 5/2024	4,143.40
06/24	06/24/2024	62424105	UNITED POWER	16836300 - 6	01-45-5305	Park Sprinkler Liberty 5/2024	20.79
06/24	06/24/2024	62424105	UNITED POWER	16909300 - 6	01-45-5305	Feather Ridge 5/2024	20.14
06/24	06/24/2024	62424105	UNITED POWER	17159100 - 6	01-45-5305	Sprinkler Clock Dtn 5/2024	20.04
06/24	06/24/2024	62424105	UNITED POWER	17618300 - 6	01-40-5305	Town Hall 5/2024	561.16
06/24	06/24/2024	62424105	UNITED POWER	17770000 - 6	01-45-5305	Gazebo 5/2024	24.14
06/24	06/24/2024	62424105	UNITED POWER	18949400 - 6	01-42-5305	535 4th PD 5/2024	344.89
06/24	06/24/2024	62424105	UNITED POWER	21881700 - 6	01-47-5305	1341 CR 345/2024	614.45
06/24	06/24/2024	62424105	UNITED POWER	22092202 - 6	06-47-5306	4133 CR 34 - Raterink 5/2024	60.15
06/24	06/24/2024	62424105	UNITED POWER	6753101 - 6/	01-45-5305	Irrig Sprinkler N Creek 5/2024	20.00
06/24	06/24/2024	62424105	UNITED POWER	7490500 - 6/	06-47-5305	Pump Lake Thomas 5/2024	50.12
06/24	06/24/2024	62424105	UNITED POWER	83701 - 6/4/2	01-42-5305	Shop 5/2024	132.27
06/24	06/24/2024	62424105	UNITED POWER	96302 - 6/4/2	06-47-5305	WWTP Lagoon 5/2024	37.77

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 62424105:							6,089.32
06/24	06/24/2024	62424106	VERIZON WIRELESS	9966055120	06-40-5300	Wireless bill	40.01
06/24	06/24/2024	62424106	VERIZON WIRELESS	9966055120	04-44-5300	Wireless bill	67.19
06/24	06/24/2024	62424106	VERIZON WIRELESS	9966055120	01-49-5300	Wireless bill	40.01
06/24	06/24/2024	62424106	VERIZON WIRELESS	9966055120	01-47-5300	Wireless bill	160.04
06/24	06/24/2024	62424106	VERIZON WIRELESS	9966055120	01-43-5300	Wireless bill	111.46
06/24	06/24/2024	62424106	VERIZON WIRELESS	9966055120	01-41-5210	Wireless bill	51.44
06/24	06/24/2024	62424106	VERIZON WIRELESS	9966055120	01-40-5300	Wireless bill	40.01
06/24	06/24/2024	62424106	VERIZON WIRELESS	9966055121	01-42-5300	Wireless bill	1,275.05
Total 62424106:							1,785.21
Grand Totals:							2,043,417.13

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-02-2000	.00	370,686.69-	370,686.69-
01-02-2312	13,033.00	.00	13,033.00
01-02-2615	54,221.20	.00	54,221.20
01-40-5200	130.90	.00	130.90
01-40-5205	91.29	.00	91.29
01-40-5210	190.09	.00	190.09
01-40-5215	385.31	.00	385.31
01-40-5253	70.23	.00	70.23
01-40-5300	120.43	.00	120.43
01-40-5305	162,663.32	.00	162,663.32
01-40-5315	126.42	.00	126.42
01-40-5399	857.85	.00	857.85
01-40-5400	22,168.83	.00	22,168.83
01-40-5401	5,384.00	.00	5,384.00
01-40-5700	241.48	.00	241.48
01-41-5201	1,285.00	.00	1,285.00
01-41-5210	51.44	.00	51.44
01-41-5340	137.20	.00	137.20
01-42-5200	162.76	.00	162.76
01-42-5201	443.09	.00	443.09
01-42-5210	300.53	.00	300.53
01-42-5216	312.00	.00	312.00
01-42-5253	2,233.09	.00	2,233.09
01-42-5300	1,275.05	.00	1,275.05
01-42-5305	477.16	.00	477.16
01-42-5315	93.52	.00	93.52
01-42-5330	1,259.00	.00	1,259.00
01-42-5343	9,468.68	.00	9,468.68
01-42-5399	105.00	.00	105.00
01-42-5491	1,279.43	.00	1,279.43
01-43-5200	13.99	.00	13.99
01-43-5253	151.02	.00	151.02
01-43-5300	111.46	.00	111.46
01-43-5460	33,652.34	.00	33,652.34

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
01-43-5491	1,198.83	.00	1,198.83
01-45-5210	157.50	.00	157.50
01-45-5215	1,936.00	.00	1,936.00
01-45-5216	198.68	.00	198.68
01-45-5253	1,653.95	.00	1,653.95
01-45-5305	145.11	.00	145.11
01-47-5065	225.33	.00	225.33
01-47-5200	447.67	.00	447.67
01-47-5210	256.21	.00	256.21
01-47-5215	235.23	.00	235.23
01-47-5253	323.13	.00	323.13
01-47-5300	160.04	.00	160.04
01-47-5305	1,154.25	.00	1,154.25
01-47-5399	180.00	.00	180.00
01-47-5405	3,150.65	.00	3,150.65
01-47-5491	1,026.44	.00	1,026.44
01-48-5040	1,500.00	.00	1,500.00
01-48-5399	167.30	.00	167.30
01-48-5700	66.72	.00	66.72
01-49-5075	220.87	.00	220.87
01-49-5201	2,600.00	.00	2,600.00
01-49-5236	69.00	.00	69.00
01-49-5253	50.60	.00	50.60
01-49-5260	79.96	.00	79.96
01-49-5261	18,599.10	.00	18,599.10
01-49-5262	20,979.88	.00	20,979.88
01-49-5265	232.00	.00	232.00
01-49-5300	40.01	.00	40.01
01-49-5331	435.00	.00	435.00
01-49-5349	533.82	.00	533.82
01-49-5399	167.30	.00	167.30
04-02-2000	1,008.09	31,506.35-	30,498.26-
04-02-2005	.00	1,008.09-	1,008.09-
04-44-5215	20,161.82	.00	20,161.82
04-44-5216	333.04	.00	333.04
04-44-5253	1,170.51	.00	1,170.51
04-44-5300	67.19	.00	67.19
04-44-5491	9,773.79	.00	9,773.79
06-02-2000	.00	10,914.64-	10,914.64-
06-40-5205	421.46	.00	421.46
06-40-5300	40.01	.00	40.01
06-40-5399	585.55	.00	585.55
06-40-5400	991.33	.00	991.33
06-40-5401	673.00	.00	673.00
06-40-5405	885.60	.00	885.60
06-40-5410	213.96	.00	213.96
06-47-5231	1,820.00	.00	1,820.00
06-47-5253	189.13	.00	189.13
06-47-5305	4,231.29	.00	4,231.29
06-47-5306	60.15	.00	60.15
06-47-5392	650.16	.00	650.16
06-47-5396	153.00	.00	153.00
08-02-2000	.00	17,922.05-	17,922.05-
08-42-5491	17,922.05	.00	17,922.05
09-02-2000	.00	22,565.87-	22,565.87-
09-45-5491	5,877.07	.00	5,877.07
09-49-5491	934.30	.00	934.30

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GL Account	Debit	Credit	Proof
09-51-5500	15,754.50	.00	15,754.50
14-02-2000	.00	3,575.50-	3,575.50-
14-40-5565	3,575.50	.00	3,575.50
20-02-2000	.00	1,587,254.12-	1,587,254.12-
20-40-5100	1,585,258.87	.00	1,585,258.87
20-40-5400	1,322.25	.00	1,322.25
20-40-5401	673.00	.00	673.00
Grand Totals:	2,045,433.31	2,045,433.31-	.00

Report Criteria:
Report type: GL detail

M = Manual Check, V = Void Check

Agenda Item Summary

MEETING DATE:	June 24, 2024
SUBJECT:	**Ordinance No. 1054** – An Ordinance of the Town of Mead, Colorado, Amending Sections 6-1-40, 6-1-110, and 6-1-140 of the Mead Municipal Code Concerning Business License Fees and Exemptions from the Business License Requirement
PRESENTED BY:	Mary E. Strutt, Administrative Services Director
THROUGH:	Lori Strand, Assistant Town Attorney

SUMMARY

The proposed ordinance amends language in Article I of Chapter 6 of the Mead Municipal Code that provides for the proration and refunding of business license fees. Business license fees are imposed to cover the reasonable costs and expenses incurred by the Town in administering the Town's business license regulations. These costs are in large part incurred when the Town processes applications for business licenses. The Town generally incurs the same costs regardless of when an application is submitted and regardless of whether an application is denied, withdrawn, or revoked. As such, the proposed ordinance makes business license fees nonrefundable.

The proposed ordinance also amends the Town business license requirement in Article I of Chapter 6 of the Mead Municipal Code to conform with Senate Bill 22-032. Senate Bill 22-032 prohibits a local jurisdiction from requiring retailers that have a state standard retail license and either do not have a physical presence or have only incidental physical presence within the local jurisdiction (the "Subject Retailers") to apply separately to the local jurisdiction for a local business license. To comply with the Bill, local jurisdictions must eliminate their local business licensing requirements for the Subject Retailers or require local staff to automatically issue local business licenses to the Subject Retailers. Under the latter approach, local staff would be required to obtain necessary information about the Subject Retailers from the state (*i.e.*, local staff could not require the Subject Retailers to fill out local license application forms). The proposed ordinance eliminates the Town's business license requirement for the Subject Retailers.

FINANCIAL CONSIDERATIONS

The budgeted revenue for business license applications in 2024 is $12,500 (account 01-12-4200). This legislation is not anticipated to affect revenue as the Town has not actively pursued business licenses from retailers who do not have a physical presence in the Town of Mead.

STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the June 24, 2024, consent agenda will approve the Ordinance. If this item is pulled off the consent agenda for further discussion or questions, Staff recommends the following motion:

Suggested Motion:

> "I move to adopt Ordinance No. 1054 - An Ordinance of the Town of Mead, Colorado, Amending Sections 6-1-40, 6-1-110, and 6-1-140 of the Mead Municipal Code Concerning Business License Fees and Exemptions from the Business License Requirement."

ATTACHMENTS

Ordinance No. 1054

TOWN OF MEAD, COLORADO
ORDINANCE NO. 1054

AN ORDINANCE OF THE TOWN OF MEAD, COLORADO, AMENDING SECTIONS 6-1-40, 6-1-110, AND 6-1-140 OF THE *MEAD MUNICIPAL CODE* CONCERNING BUSINESS LICENSE FEES AND EXEMPTIONS FROM THE BUSINESS LICENSE REQUIREMENT

WHEREAS, the Board of Trustees of the Town of Mead (the "Board") has adopted Article I of Chapter 6 of the Mead Municipal Code (the "Code"), which Article requires persons, firms, partnerships, and corporations engaged in the operation or conduct of any business or establishment in the Town or doing business or engaged in activity for profit in the Town to pay a business license fee to, and obtain an annual business license from, the Town; and

WHEREAS, the Town imposes a business license fee to cover the reasonable costs and expenses incurred by the Town in administering the business license regulations set forth in Chapter 6 of the Code, which costs in large part include the administrative cost of processing business license applications; and

WHEREAS, the administrative costs incurred by the Town in processing business license applications are generally the same regardless of when an application is submitted and regardless of whether an application is withdrawn, denied, or revoked; and

WHEREAS, the Colorado General Assembly enacted Senate Bill 22-032 which, as a matter of statewide concern, prohibits local taxing jurisdictions from requiring retailers to apply separately for a local license to make retail sales in such jurisdictions if such retailers have a state standard retail license and either do not have physical presence or have only incidental physical presence within the local taxing jurisdiction, effective July 1, 2023, as set forth in C.R.S. Section 39-26-802.9; and

WHEREAS, the Board has determined that amending Article I of Chapter 6 as set forth in this ordinance is in the best interests of the health, safety, and welfare of the public and complies with Senate Bill 22-032.

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

Section 1. The recitals set forth above are hereby incorporated by reference and are adopted as findings and determinations by the Board.

Section 2. Section 6-1-40 of the Code, titled "License fee," is hereby amended as follows, with bold, strikethrough text showing deletions:

> **Sec. 6-1-40. - License fee.**
>
> There shall be imposed an annual license fee set by resolution of the Board of Trustees for each license issued.
>
> **~~License fees for a partial year shall be prorated in monthly increments to December 31.~~** Administrative penalties set by resolution of the Board of Trustees for each month or portion thereof, will be added to the license fee for failure to renew an existing license or for operating a business without a license.

Section 3. Section 6-1-110 of the Code, titled "Exemptions," is hereby amended as follows, with bold, underlined text showing additions:

Sec. 6-1-110. Exemptions.

(a) The licenses herein required shall not apply to newspaper carriers, persons or businesses under contract with the town, volunteer charitable and nonprofit businesses or benefits, suppliers of products for resale by a licensed person, or door-to-door or telephone solicitation sales and services which do not provide the livelihood of the person so engaged, or when annual gross receipts do not exceed three thousand dollars ($3,000.00).

(b) The license herein required shall not apply to any person, firm, partnership or corporation engaging in the operation or conduct of any business in the town, or in doing business or engaging in activity for profit in the town at a community event sponsored by the town or a nonprofit organization. The town, or the nonprofit organization, acting as the vendor/event coordinator, shall obtain a single or multiple events sales tax license from the Department of Revenue for the community event and remit all taxes collected by the vendors who do not have a license for the event and for vendors who have a license for the event but elect to have the event coordinator remit the tax to the Department of Revenue. The event coordinator is required to provide the Department of Revenue with a list of the names and addresses of the vendors at the event. The event coordinator must also provide the license numbers of all vendors who have obtained their own license for the event and are remitting the tax to the state themselves.

(c) The license herein required shall not apply to a retailer that has a State Standard Retail License and either does not have Physical Presence within the Town or has only Incidental Physical Presence within the Town. The capitalized terms used in this subsection (c) shall have the meanings ascribed to them in Section 39-26-802.9, C.R.S., as the same may be modified or recodified from time to time.

Section 4. Section 6-1-140 of the Code, titled "Return of fees," is deleted in its entirety and replaced with the following:

Sec. 6-1-140. Fee Nonrefundable.

No part of the license fee shall be refundable to a licensee or applicant for a license for any reason.

Section 5. Ratification of actions in accordance with Senate Bill 22-032. All actions heretofore taken by the Town in accordance with Senate Bill 22-032, including waiving the Town's annual business license requirement for retailers afforded relief under said bill, are hereby ratified, authorized, approved, and confirmed in all respects.

Section 6. **Effective Date.** This ordinance shall be published and become effective as provided by law.

Section 7. **Remaining provisions.** Except as specifically amended hereby, all other provisions of the Code shall continue in full force and effect.

Section 8. **Codification Amendments.** The codifier of the Code is hereby authorized to make such numerical, technical, and formatting changes as may be necessary to incorporate the provisions of this ordinance within the Code.

Section 9. **Severability.** If any part, section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the ordinance. The Board hereby declares that it would have passed the ordinance including each part, section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more part, section, subsection, sentence, clause, or phrase is declared invalid.

Section 10. **Repealer.** All ordinances or resolutions, or parts thereof, in conflict with this ordinance are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such ordinance nor revive any ordinance thereby.

Section 11. **Certification.** The Town Clerk shall certify to the passage of this ordinance and make not less than one copy of the adopted Code available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 24TH DAY OF JUNE, 2024.

ATTEST:

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

TOWN OF MEAD:

By: _____
Colleen G. Whitlow, Mayor

Agenda Item Summary

MEETING DATE:	June 24, 2024
SUBJECT:	**Resolution No. 52-R-2024** – A Resolution of the Town of Mead, Colorado, Setting the Date of a Public Hearing Concerning the Organization of the Town of Mead Highway 66 and I-25 General Improvement District and Ordering Publication and Mailing of the Notice of Hearing to Electors of the Proposed District
PRESENTED BY:	Marcus McAskin, Town Attorney

SUMMARY

The Town Clerk has received a petition for the organization of a general improvement district referred to in the petition as the "Town of Mead Highway 66 and I-25 General Improvement District" (the "GID" or "proposed district"). A copy of the petition for organization ("Petition") is attached to this *Agenda Item Summary* and is addressed to the Town Clerk and the Board of Trustees.

The petition seeks formation of the GID to assist with defraying the costs associated with operating and maintaining the public streets and related appurtenances within the boundaries of the proposed district, to include snowplowing, future mill and overlay activities, maintenance of drainage infrastructure, and the installation of public infrastructure, public safety, wayfinding and directional signage within the boundaries of the GID (together, the "proposed services"). Part 6 of Article 25 of Title 31, C.R.S. ("Improvement Districts in Municipalities") sets forth the procedure for organizing general improvement districts.

In addition, Article IV of Chapter 12 of the *Mead Municipal Code* ("MMC") also sets forth the procedure for organizing general improvement districts in the Town of Mead.

Per Section 12-4-20 of the MMC:

> *It is the policy of the Town to support and encourage the establishment of general improvement districts for the purpose of acquiring, constructing, installing, operating or maintaining those public improvements or providing those municipal services that are necessary to protect and enhance the health, safety and welfare of the inhabitants of the Town, and to further support and encourage the establishment of general improvement districts for development or redevelopment projects that do not seek the establishment of a Title 32 metropolitan district organized pursuant to this Chapter and C.R.S. §§ 32-1-101, et seq.*

Resolution No. 52-R-2024 (the "Resolution") sets the date of a public hearing regarding the sufficiency of the Petition , as required by state statute.

ADDITIONAL BACKGROUND

Petition
C.R.S. § 31-25-604(1) requires that a petition be signed by at least thirty percent (30%) of the electors of the proposed district or 200 electors of the proposed district, whichever is less. Staff has determined that the Petition is sufficient. Specifically, based on a review of Weld County voter registration records, and the designation of elector form on file with the Town, the Town Clerk has confirmed that the petition has been executed by 100% of the electors of the proposed district (at this point, only one designation of elector form has been filed with the Town Clerk, and the Petition has been executed by the sole designated elector).

Specifically, the Town Clerk has determined that the Petition has been executed by the only current designated elector of the corporate entities owning property within the initial boundaries of the proposed district.

Resolution Fixing Public Hearing
C.R.S. § 31-25-606(1) states that "the governing body shall fix by order a place and time, not less than twenty days nor more than forty days after the petition is filed, for a hearing thereon." The section further states that the hearing shall be noticed by publication, and C.R.S. Section 31-25-602(4) defines "Publication" as once a week in three consecutive weekly editions of a newspaper. Notice is also required to be mailed to each elector of the proposed district. If the Resolution is adopted by the Board of Trustees, the public hearing will be scheduled for the July 29, 2024 regular meeting. Town Staff will have adequate opportunity to satisfy all applicable notice requirements. Staff is presenting the Resolution for the Board's consideration to fix the date of the public hearing for July 29, 2024.

Public Hearing and Next Steps (consideration of Ordinance)
C.R.S. § 31-25-607(4)(a) states that if the petition is deemed sufficient by the governing body following the conclusion of the public hearing, then the Board may, by ordinance duly adopted, proceed to order that the question of organization of the GID and such other matters as the Board of Trustees deems appropriate, including but not limited to, the approval of matters for which voter approval is required under Section 20 of Article X of the Colorado Constitution (TABOR), be submitted to electors of the proposed district at an election held for that purpose. The Petition respectfully requests that ballot issues related to the Town O&M GID Mill Levy and Town Administrative GID Mill Levy (as those terms are defined in the MMC), be substantially in the form attached to the Petition.

TABOR Election
C.R.S. § 31-25-607(4)(a) permits the special election (relating to GID formation) to be held on the date of a general election. Staff will conduct the GID organizational/TABOR election for the proposed district as a special mail ballot election to be held on November 5, 2024 in conformance with the Colorado Constitution and C.R.S. Title 1 and 31, as applicable. Currently, it is anticipated that the GID special election will be conducted as a coordinated election with Weld County. Only electors within the proposed district will receive the GID ballot.

A preliminary GID Election/Formation Timeline follows on the next page below.

GID Election/Formation Timeline

June 17, 2024	Complete petition filed in the office of the Town Clerk
June 20, 2024	Town Clerk determines sufficiency of petition
June 24, 2024	Board of Trustees fixes date of public hearing via resolution
July 3, July 10 and July 17, 2024	Publication dates of notice of public hearing - *Longmont Times-Call* (notice of hearing required to be published three (3) times, per state statute)
July 26, 2024	(or any date prior to July 26, 2024), Town Clerk provides notice to Weld County Clerk / Elections Division to confirm that the Town has taken formal action to participate in the 2024 General Election
July 26, 2024	Deadline for Town to notify County regarding intent to participate in November 5, 2024 general election (Town intent to coordinate Town general election)
July 29, 2024	Public hearing: Board of Trustees conducts/completes public hearing on Petition
July 29, 2024	Board of Trustees considers ordinance following conclusion of public hearing; ordinance calls special election for November 5, 2024 (re GID formation/other matters required to be voted per TABOR).
August 27, 2024	Deadline for intergovernmental agreement with Weld County for the November 5, 2024 Coordinated Election
September 6, 2024	Final ballot content and certification due to County Clerk (note: last day for the designated election official (DEO) of each political subdivision to certify the ballot order and content for the 2024 General Election/Coordinated Election) (no later than 60 days before the election).
September 20, 2024	Last day for electors to file written pro/con comments concerning TABOR issues with Town Clerk/DEO in order to be included in the ballot issue notice (by noon the Friday before the 45th day before the election).
September 23, 2024	Last day for the Town Clerk / DEO to deliver the full text of any required ballot issue notices to the Weld County Clerk/Elections Division (no later than 43 days before the 2024 General Election).
October 4, 2024	Last day for Town Clerk/DEO to mail TABOR notices to electors.
October 11, 2024	First day ballots may be mailed (first day that mail ballots for the 2024 General Election/Coordinated Election may be mailed to voters, except for UOCAVA voters).
November 5, 2024	Election Day

Note: As set forth in the Resolution, the Board of Trustees retains the option, in accordance with the specific request set forth in the Petition and C.R.S. § 31-25-607(3.5), to waive all or any of the requirements for notice, publication, and a hearing if the Petition (as may be amended) is signed by one hundred percent of the owners of taxable real property to be included in the proposed district.

FINANCIAL CONSIDERATIONS

C.R.S. § 31-25-605 requires that the petitioners file a bond or cash deposit with the Town to pay all expenses connected with the GID formation proceedings.

The Petition sets forth that the Petitioner will file the bond or cash deposit with the Town prior to the hearing on the Petition, in an amount to be determined by the Town.

The Resolution confirms that a one thousand dollar ($1,000) cash bond is sufficient and reserves the Board's authority to require the deposit of additional cash to cover expenses of the Town, as authorized by C.R.S. § 31-25-605.

STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the June 24, 2024, consent agenda will approve the Resolution. If this item is pulled off the consent agenda for further discussion or questions, Staff recommends the following motion:

Suggested Motion:

> "I move to approve Resolution No. 52-R-2024 - A Resolution of the Town of Mead, Colorado, Setting the Date of a Public Hearing Concerning the Organization of the Town of Mead Highway 66 and I-25 General Improvement District and Ordering Publication and Mailing of the Notice of Hearing to Electors of the Proposed District."

ATTACHMENTS

Resolution No. 52-R-2024
Petition to Create the Town of Mead Highway 66 and I-25 General Improvement District

TOWN OF MEAD, COLORADO
RESOLUTION NO. 52-R-2024

A RESOLUTION OF THE TOWN OF MEAD, COLORADO, SETTING THE DATE OF A PUBLIC HEARING CONCERNING THE ORGANIZATION OF THE TOWN OF MEAD HIGHWAY 66 AND I-25 GENERAL IMPROVEMENT DISTRICT AND ORDERING PUBLICATION AND MAILING OF THE NOTICE OF HEARING TO ELECTORS OF THE PROPOSED DISTRICT

WHEREAS, C.R.S. § 31-25-604(1) provides that the organization of a general improvement district shall be initiated by a petition signed by not less than thirty percent (30%) or 200 of the electors of the proposed district, whichever is less; and

WHEREAS, in accordance with the provisions of Article IV of Chapter 12 of the *Mead Municipal Code* ("MMC") a petition (the "Petition") for the organization of the Town of Mead Highway 66 and I-25 General Improvement District (the "District") has been submitted to the Town Clerk and the Board of Trustees of the Town of Mead, Colorado; and

WHEREAS, the Petition includes the information required by the MMC and C.R.S. § 31-25-604(2); and

WHEREAS, the Town Clerk has certified that the Petition is signed by not less than 30% of the electors of the proposed District; and

WHEREAS, specifically, the Town Clerk has certified that the Petition is signed by the only current designated elector of the proposed District pursuant to that certain designation of elector form submitted by QuikTrip Corporation, an Oklahoma corporation, a copy of which is on file with the Town Clerk; and

WHEREAS, as set forth in the Petition, the primary purpose of the District will be to assist with defraying the costs associated with operating and maintaining the public streets and related appurtenances within the boundaries of the District, to include snowplowing, future mill and overlay activities, maintenance of drainage infrastructure, and the installation of public infrastructure, public safety, wayfinding and directional signage within the boundaries of the District (together, the "proposed services"); and

WHEREAS, Section 12-2-40(e) of the MMC requires the Petition to be filed on or before May 1 unless the date is waived by the Town Manager or designee in writing; and

WHEREAS, the May 1 date has been waived; and

WHEREAS, the Board of Trustees hereby accepts the certificate of the Town Clerk and deems the Petition filed as of the date of this meeting in accordance with applicable law; and

WHEREAS, in response to the Petition the Board of Trustees desires to schedule and conduct a public hearing to determine whether the Petition has been duly signed and presented in conformity with applicable provisions of the MMC and Part 6 of Article 25 of Title 31, C.R.S.; and

WHEREAS, if the Petition is deemed sufficient following the conclusion of the hearing, the Board

of Trustees may, by ordinance duly adopted, proceed to order that the question of organization of the District and such other matters as the Board of Trustees deems appropriate, including but not limited to, the approval of matters for which voter approval is required under Section 20 of Article X of the Colorado Constitution, be submitted to electors of the proposed District at an election held for that purpose; and

WHEREAS, the Petition respectfully requests that ballot issues related to the Town O&M GID Mill Levy and Town Administrative GID Mill Levy (as those terms are defined in the MMC), be substantially in the form attached to the Petition; and

WHEREAS, C.R.S. § 31-25-605 requires the filing of a bond or cash deposit in an amount deemed sufficient by the Board of Trustees to pay all expenses connected with the proceedings in case the organization of the District is not effected; and

WHEREAS, the Board of Trustees hereby sets the bond amount at one thousand dollars ($1,000.00); and

WHEREAS, as set forth in the Petition, the Petitioners or representatives of the proposed District shall file the bond with the Town prior to the hearing on the Petition.

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. A public hearing concerning the organization of the Town of Mead Highway 66 and I-25 General Improvement District and the financing of the proposed services shall be held on Monday, July 29, 2024 at 6:00 p.m. at Mead Town Hall, 441 Third Street, Mead, CO 80542. The Board of Trustees finds and determines that such date is not less than twenty (20) days nor more than forty (40) days after the date upon which the Petition is deemed to have been filed.

Section 3. Notice of the pendency of the Petition, the purposes and boundaries of the District, and the time and place of the public hearing shall be given by the Town Clerk by publication once a week in three consecutive weekly editions of The Longmont Times-Call, a newspaper of general circulation in the District, as required by C.R.S. § 31-25-606(1) and in accordance with the requirements of C.R.S. § 31-25-602(4). The Town Clerk shall also cause a copy of the notice to be given by mail to each elector of the proposed District at his or her last known address, as disclosed by the tax and official voter registration records of Weld County, as required by C.R.S. § 31-25-606(1). The notice to be published and mailed shall be in substantially the same form attached to this Resolution as Attachment A.

Section 4. In accordance with the requirements of C.R.S. § 39-1-110(1)(a), the Town Clerk is hereby directed to notify the Assessor and the Board of County Commissioners of Weld County of the filing of the Petition and the boundaries of the District. The Town Clerk is further directed to finalize and distribute the C.R.S. § 39-1-110 notice to the County Assessor and Board of County Commissioners on or before July 1, 2024.

Section 5. The Board of Trustees hereby confirms that the $1,000 cash bond is sufficient, but reserves the right to require the deposit of additional cash to cover expenses of the Town, as authorized by C.R.S. § 31-25-605.

Section 6. The Board of Trustees retains the option, in accordance with the specific request set forth in the Petition and C.R.S. § 31-25-607(3.5), to waive all or any of the requirements for notice, publication, and a hearing if the Petition (as may be amended) is signed by one hundred percent of the owners of taxable real property to be included in the District.

Section 7. **Effective Date.** This resolution shall be effective immediately upon adoption.

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 24TH DAY OF JUNE, 2024.

ATTEST:

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

TOWN OF MEAD

By: _____
Colleen G. Whitlow, Mayor

Attachment A
Form of Notice

NOTICE OF A PUBLIC HEARING BEFORE THE BOARD OF TRUSTEES OF THE TOWN OF MEAD, COLORADO, CONCERNING THE ORGANIZATION OF THE TOWN OF MEAD HIGHWAY 66 AND I-25 GENERAL IMPROVEMENT DISTRICT

All electors of the area described below and all persons generally are hereby notified that, pursuant to a petition filed with the Town Clerk of the Town of Mead, Colorado (the "Town"), the Board of Trustees will be conducting a public hearing concerning the organization of the Town of Mead Highway 66 and I-25 General Improvement District (the "District").

1. Based upon the Petition submitted to the Town, the initial boundaries of the District will contain the following described property:

Parcel 1:

Lots 1C, 1D, 2, 3, 4A, 4B, 5A, 5B, 5C, 5D, 8A, 8B, 8C, 8D, 9B, 9C, 12A, 12B, 12C, 12D, 13A, 13B, 13C, 13D, 14A, 14B, 14C and Outlot A, Mead Crossings,

EXCEPT those portions thereof taken as fee title by the Department of Transportation, State of Colorado by Rule and Order recorded December 1, 2008 at Reception No. 3592394 and as modified by Modified Rule and Order recorded August 6, 2009 at Reception No. 3640951, County of Weld, State of Colorado.

FOR INFORMATIONAL PURPOSES / APN(s):

Lot 1C – 120727102074 (formerly 120727102003)
Lot 1D – 120727102076 (formerly 120727102004)
Lot 2 – 120727102005
Lot 3 – 120727102006
Lot 4A – 120727102007
Lot 4B – 120727102008
Lot 5A – 120727102009
Lot 5B – 120727102050
Lot 5C – 120727102048
Lot 5D – 120727102012
Lot 8A – 120727102016
Lot 8B – 120727102059
Lot 8C – 120727102056
Lot 8D – 120727102019
Lot 9B – 120727102063
Lot 9C – 120727102061
Lot 12A – 120727102031
Lot 12B – 120727102032
Lot 12C – 120727102033
Lot 12D – 120727102034
Lot 13A – 120727102035
Lot 13B – 120727102036

Lot 13C – 120727102037
Lot 13D – 120727102038
Lot 14A – 120727102039
Lot 14B – 120727102040
Lot 14C – 120727102041
Outlot A – 120727102042

Parcel 2:

LOT 1, BLOCK 1, MEAD CROSSING AMENDMENT NO. 1, THE PLAT OF WHICH WAS RECORDED JANUARY 26, 2023 AT RECEPTION NO. 4876754,
COUNTY OF WELD, STATE OF COLORADO

FOR INFORMATIONAL PURPOSES / APN(s): 120727108001

Parcel 3:

LOTS A AND B, MEAD CROSSINGS AMENDMENT 2, THE PLAT OF WHICH WAS RECORDED NOVEMBER 29, 2023 AT RECEPTION NO. 4932973,
COUNTY OF WELD, STATE OF COLORADO

FOR INFORMATIONAL PURPOSES / APN(s):

Lot A – 120727103001 (prior parcel no. 120727102072)
Lot B – 120727103002 (prior parcel no. 120727102071)

2. A map of the boundaries of the District is attached to the Petition as Exhibit A, which map graphically depicts the initial District boundaries described above and proposed/future inclusion area boundaries of the District.

3. As set forth in the Petition submitted to the Town, the primary purpose of the District will be to assist with defraying the costs associated with operating and maintaining the public streets and related appurtenances within the boundaries of the District, to include snowplowing, future mill and overlay activities, maintenance of drainage infrastructure, and the installation of public infrastructure, public safety, wayfinding and directional signage within the boundaries of the District (together, the "proposed services").

4. The annual estimated cost of the proposed services is $75,000 - $150,000 (as set forth in the Petition).

5. On Monday, July 29, 2024 at 6:00 p.m. at Mead Town Hall, 441 Third Street, Mead, CO 80542, the Board of Trustees will conduct a public hearing concerning the organization of the District. Following the public hearing, the Board of Trustees will consider an ordinance submitting the question of organizing the District and ballot issues authorizing certain property taxes to finance the proposed services to the electors of the District at a special election held for that purpose. Town staff currently estimates that the special election will be held as part of the November 5, 2024 coordinated special election.

6. The Petition respectfully requests that ballot issues related to the Town O&M GID Mill Levy and Town Administrative GID Mill Levy (as those terms are defined in the MMC), be substantially in the form attached to the Petition. The Petition does not contemplate any indebtedness of the District,

within the meaning of C.R.S § 31-25-606(3).

7. All comments concerning the District that are made in person at the public hearing or in writing prior to the public hearing by electors of the District or other members of the public will be heard and determined by the Board of Trustees before final action is taken. Said hearing and determination will take place at the meeting referred to above.

8. Pursuant to C.R.S. § 31-25-602(2)(b), properties owned by entities other than a natural person are permitted to designate a natural person to serve as an elector for the owner. Such designation shall be in writing and filed with the Town Clerk. Only one such person may be designated by an owner.

DATED THIS 24TH DAY OF JUNE, 2024

_____
Mary Strutt, MMC, Town Clerk

Published on: Wednesday, July 3, 2024
Wednesday, July 10, 2024
Wednesday, July 17, 2024

Notice published in *The Longmont Times-Call*

PETITION TO CREATE THE TOWN OF MEAD

HIGHWAY 66 AND I-25 GENERAL IMPROVEMENT DISTRICT

TO: MARY STRUTT, MMC, TOWN CLERK

BOARD OF TRUSTEES

TOWN OF MEAD, COLORADO

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

WHEREAS, the Petitioner includes, pursuant to designation of elector forms filed or expected to be filed with the Town Clerk pursuant to Section 31-25-602(2)(b), C.R.S.:

- The designated elector of QuikTrip Corporation, an Oklahoma corporation, whose address is 4705 S. 129th East Ave, Tulsa, OK 74134; and
- The designated elector of Club Car Wash Mead, LLC, a Delaware limited liability company, whose address is 1591 East Prathersville Road, Columbia, MO 65202

(together, the "Owners"); and

WHEREAS, the Petitioner seeks to create the Town of Mead Highway 66 and I-25 General Improvement District, Weld County, State of Colorado (the "General Improvement District" or "GID"), pursuant to Part 6 of Article 25 of Title 31, C.R.S., in order to assist with defraying the costs associated with operating and maintaining the public streets and related appurtenances within the boundaries of the GID, to include snowplowing, future mill and overlay activities, maintenance of drainage infrastructure, and the installation of public infrastructure, public safety, wayfinding and directional signage within the boundaries of the GID (together, the "Proposed Services"); and

WHEREAS, the annual estimated cost of the Proposed Services is $75,000 - $150,000; and

WHEREAS, the Petitioner requests that one-third of the revenues of the GID be reserved for snow plowing only and that the Town amend the snow plowing routes to give priority to the streets located within the boundaries of the GID;

WHEREAS, a legal description of the initial boundaries of the GID is attached to this Petition as **Exhibit 1**; and

WHEREAS, this Petition has been signed by **one hundred percent** of the owners of taxable real property to be included within the initial boundaries of the proposed GID; and

WHEREAS, the Petitioner seeks the imposition of the Town O&M GID Mill Levy in accordance with Section 12-4-40(d) of the *Mead Municipal Code* and as required by that terms of that certain Site Plan Agreement recorded in the Weld County property records on January 26, 2023 at Reception No. 4878712; and

WHEREAS, the Petitioner further seeks the imposition of the Town Administrative GID Mill Levy in accordance with Section 12-4-40(d) of the *Mead Municipal Code*; and

WHEREAS, the Petitioner submits this Petition on the express condition that the O&M mill levy set by the GID from time to time for operations and maintenance costs (the "Town O&M GID Mill Levy") not at any time exceed five (5.000) mills; provided however, that the Town O&M GID Mill Levy shall be adjusted to account for any changes in law or the method by which assessed valuation is calculated occurring after January 1, 2023; and

WHEREAS, the Petitioner submits this Petition on the express condition that the administrative mill levy set by the GID from time to time for administrative and legal costs including, but limited to annual budget preparations, annual audit expenses, and finalizing one or more agreements related to GID operations ("Town Administrative GID Mill Levy") not at any time exceed two (2.000) mills; provided however, that the Town Administrative GID Mill Levy shall be adjusted to account for any changes in law or the method by which assessed valuation is calculated occurring after January 1, 2023; and

WHEREAS, Petitioner requests that unless alternative language is set forth in the Town-GID IGA (as required by the *Mead Municipal Code*), the Town Administrative GID Mill Levy shall be certified annually at a level which generates a minimum amount of seven thousand five hundred dollars ($7,500.00), which minimum amount may be adjusted for inflation on January 1 of each year following the year in which the GID is organized based on the annual percentage change in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder-Greeley, all items, all urban consumers, or its successor index ("CPI"); and

WHEREAS, Petitioner reserves the right to request reimbursement of certain costs of public infrastructure, signalization of the Highway 66 and Foster Ridge Drive intersection, wayfinding signage or site signage installed within the initial boundaries of the GID by Petitioner, that may be approved as part of the approved plans and a sign design program approved by the Town of Mead, with such costs being payable from the proceeds of the Town O&M GID Mill Levy at such times and upon submission of documentation described in a separate written agreement to be entered into, from time to time, between the GID, the Town of Mead and Petitioner; and

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

Craig Romrell
12000 Washington St, Suite 175
Thornton, CO 80241

Michael Talcott
12000 Washington St, Suite 175
Thornton, CO

Roland Bartels
1591 East Prathersville Road
Columbia, MO 65202

(together, the "Petitioner representatives"); and

WHEREAS, the written consent of two of three Petitioner representatives shall be required to enter into any agreements relating to the organization of the GID or GID operations; and

WHEREAS, the Petitioner further requests, in accordance with Section 31-25-607(4)(a), C.R.S., that the Board of Trustees of the Town of Mead order that the question of the organization of the GID, if necessary, and such other matters as the Board of Trustees deem appropriate including, but not limited to, the approval of matters for which voter approval is required under Section 20 of Article X of the Colorado Constitution, be submitted to the GID electors at an election to be held for that purpose on the same date as the regular Town election scheduled to be held on Tuesday, November 5, 2024 ("Election"); and

WHEREAS, Petitioner hereby respectfully requests that the ballot issues related to the Town O&M GID Mill Levy and Town Administrative GID Mill Levy be substantially in the form attached to this Petition as **Exhibit 2**; and

WHEREAS, the boundaries of the GID may be changed in the manner set forth in Section 31-25-618, C.R.S.; and

WHEREAS, specifically, additional property may be included (or excluded) from the boundaries of the GID in accordance with Section 31-25-618, C.R.S.; and

WHEREAS, Petitioner further requests that, as a condition to approval of development or redevelopments plans or plats for any lot or parcel which is identified as within the "Future GID inclusion areas boundaries"), as shown on the map attached hereto as **Exhibit A** (the "Future GID Inclusion Area"), the Board of Trustees of the Town of Mead impose a requirement on such lot or parcel that the owner thereof must petition to be included within the boundaries of the GID or create a separate GID to fund similar costs as set forth herein;

WHEREAS, the Petitioner agrees to file the bond required by Section 31-25-605 with the Town prior to the hearing on this Petition, in an amount to be determined by the Town; and

WHEREAS, the Petitioner specifically requests in accordance with Section 31-25-607(3.5), C.R.S., in Petitioner's capacity as the designated electors of the Owners, which own **one hundred percent** of taxable real property to be included within the initial boundaries of the proposed GID, that the Board of Trustees waive all or any of the requirements for notice, publication and hearing on this Petition as set forth in Sections 31-25-606 and -607, C.R.S; and

WHEREAS, the Petitioner hereby reserves the right, upon agreement of the Board of Trustees, to amend one or more provisions of this Petition on or prior to submission of the ballot language required for the Election; and

WHEREAS, the Petitioner respectfully requests that the Town Clerk of the Town of Mead shall, in accordance with the provisions of C.R.S. § 39-1-110(1)(a), notify the assessor and the board of county commissioners of Weld County and DOLA-DLG of the filing of this petition on or before July 1, 2024, which such notice shall specify the boundaries of the proposed GID.

NOW, THEREFORE, the Petitioner hereby requests that the Board of Trustees waive the notice, publication and hearing on this Petition and proceed to take all actions necessary to approve the formation of the GID.

Alternatively, the Petitioner hereby respectfully requests that the Town Clerk give notice of the time, place, and purpose of a public hearing pursuant to Section 31-25-606, C.R.S., and further requests that the Board of Trustees take all actions necessary to approve the formation of the GID.

The Petition sections follow. All Petition sections, taken together, shall be considered one Petition seeking formation of the GID.

WARNING:

IT IS AGAINST THE LAW:

For anyone to sign this Petition with any name other than his or her own or to knowingly sign his or her name more than once for the same measure or to knowingly sign this Petition when not an "elector" within the meaning of Section 31-25-602(2), C.R.S., who is eligible to vote on this measure. Do not sign this Petition unless you are a citizen of Colorado qualified to register to vote and:,

(1) You have been a resident of the area proposed to be included in the Town of Mead Highway 66 and I-25 General Improvement District (the GID) for not less than thirty days; or

(2) You own (or whose spouse owns), taxable real or personal property within the area to be included in the GID, whether you reside in such area or not, or, as applicable, you have caused an appropriate designation of elector form to be filed with the Town Clerk of the Town of Mead, Colorado.

1	Printed Last Name	Printed First Name	MI	Date of Signature
	Romrell	**Craig**	A	5/13/2024
	Signature	Street Address		City/State/Zip
		12000 Washington St, Suite 175		Thornton, CO 80241

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

WARNING:

IT IS AGAINST THE LAW:

For anyone to sign this Petition with any name other than his or her own or to knowingly sign his or her name more than once for the same measure or to knowingly sign this Petition when not an "elector" within the meaning of Section 31-25-602(2), C.R.S., who is eligible to vote on this measure. Do not sign this Petition unless you are a citizen of Colorado qualified to register to vote and:

(1) You have been a resident of the area proposed to be included in the Town of Mead Highway 66 and I-25 General Improvement District (the GID) for not less than thirty days; or

(2) You own (or whose spouse owns), taxable real or personal property within the area to be included in the GID, whether you reside in such area or not, or, as applicable, you have caused an appropriate designation of elector form to be filed with the Town Clerk of the Town of Mead, Colorado.

3	Printed Last Name	Printed First Name	MI	Date of Signature
	Signature	Street Address		City/State/Zip

4	Printed Last Name	Printed First Name	MI	Date of Signature
	Signature	Street Address		City/State/Zip

AFFIDAVIT OF CIRCULATOR

I, Marcus McAskin (full name of circulator), hereby certify that:

- I have circulated the foregoing petition;
- Each signature thereon is the signature of the person whose name it purports to be;
- Each signer has stated to me that the signer is an elector of the proposed Town of Mead Highway 66 and I-25 General Improvement District.

6/17/2024
Date of Signing by Circulator

Signature of Circulator

Street Address: c/o Michow Guckenberger McAskin LLP
5299 DTC Blvd, Suite 300
Greenwood Village, CO 80111

Mailing Address: Same as street address set forth above

Phone: 303-459-4621

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

Subscribed and sworn to before me this 17 day of June, 2024, by Marcus McAskin (name of circulator).

My commission expires: 9/22/2024

Karen L. Struss
Signature of Notary Public

[SEAL]

KAREN L STRUSS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20004028042
MY COMMISSION EXPIRES SEPTEMBER 22, 2024

Exhibit 1

Legal Description of INITIAL BOUNDARIES of Town of Mead Highway 66 and I-25 General Improvement District, Town of Mead, Weld County, Colorado

Parcel 1:

Lots 1C, 1D, 2, 3, 4A, 4B, 5A, 5B, 5C, 5D, 8A, 8B, 8C, 8D, 9B, 9C, 12A, 12B, 12C, 12D, 13A, 13B, 13C, 13D, 14A, 14B, 14C and Outlot A, Mead Crossings,

EXCEPT those portions thereof taken as fee title by the Department of Transportation, State of Colorado by Rule and Order recorded December 1, 2008 at Reception No. 3592394 and as modified by Modified Rule and Order recorded August 6, 2009 at Reception No. 3640951, County of Weld, State of Colorado.

FOR INFORMATIONAL PURPOSES / APN(s):

Lot 1C – 120727102074 (formerly 120727102003)

Lot 1D – 120727102076 (formerly 120727102004)

Lot 2 – 120727102005

Lot 3 – 120727102006

Lot 4A – 120727102007

Lot 4B – 120727102008

Lot 5A – 120727102009

Lot 5B – 120727102050

Lot 5C – 120727102048

Lot 5D – 120727102012

Lot 8A – 120727102016

Lot 8B – 120727102059

Lot 8C – 120727102056

Lot 8D – 120727102019

Lot 9B – 120727102063

Lot 9C – 120727102061

Lot 12A – 120727102031

Lot 12B – 120727102032

Lot 12C – 120727102033

Lot 12D – 120727102034

Lot 13A – 120727102035

Lot 13B – 120727102036

Lot 13C – 120727102037

Lot 13D – 120727102038

Lot 14A – 120727102039

Lot 14B – 120727102040

Lot 14C – 120727102041

Outlot A – 120727102042

Parcel 2:

LOT 1, BLOCK 1, MEAD CROSSING AMENDMENT NO. 1, THE PLAT OF WHICH WAS RECORDED JANUARY 26, 2023 AT RECEPTION NO. 4876754,
COUNTY OF WELD, STATE OF COLORADO

FOR INFORMATIONAL PURPOSES / APN(s): 120727108001

Parcel 3:

LOTS A AND B, MEAD CROSSINGS AMENDMENT 2, THE PLAT OF WHICH WAS RECORDED NOVEMBER 29, 2023 AT RECEPTION NO. 4932973,
COUNTY OF WELD, STATE OF COLORADO

FOR INFORMATIONAL PURPOSES / APN(s):

Lot A – 120727103001 (prior parcel no. 120727102072)

Lot B – 120727103002 (prior parcel no. 120727102071)

A map of the proposed GID is attached to this Petition as **Exhibit A**.

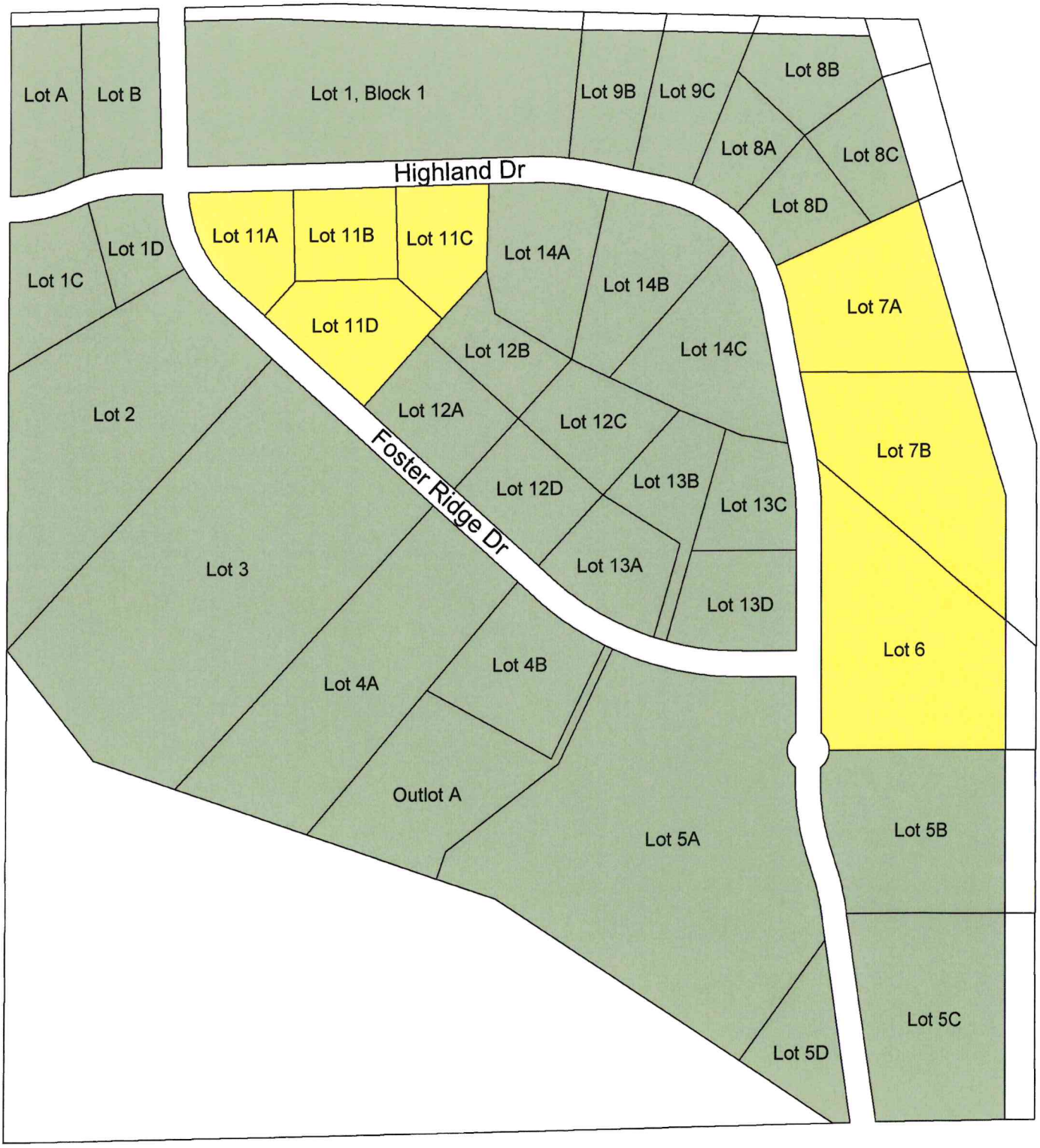
Exhibit A

Map of GID Boundaries

(attached, four (4) pages)

To the extent of any discrepancy between the attached map and the legal description set forth in **Exhibit 1** of this Petition, the legal description shall control.

Exhibit A GID Boundaries



Properties included in GID initial boundaries

Future GID inclusion area boundaries

Parcels within Initial Boundaries of GID

Parcel Number	Legal Description	Ownership
120727102074	LOT 1C MEAD CROSSINGS EXC N 3FT	QUIKTRIP CORPORATION
120727102076	LOT 1D MEAD CROSSINGS EXC N 3FT AND E 2.33FT	QUIKTRIP CORPORATION
120727102005	MEA MC L2 MEAD CROSSINGS	QUIKTRIP CORPORATION
120727102006	MEA MC L3 MEAD CROSSINGS	QUIKTRIP CORPORATION
120727102007	MEA MC L4A MEAD CROSSINGS	QUIKTRIP CORPORATION
120727102008	MEA MC L4B MEAD CROSSINGS	QUIKTRIP CORPORATION
120727102009	MEA MC L5A MEAD CROSSINGS	QUIKTRIP CORPORATION
120727102050	L5B MEAD CROSSINGS EXC PT DESC AS COMM E4 COR SEC 27 S89D04'W 320.05' N0D06'E 475.67' TO TPOB N0D06'E 377.4' S89D53'E 70' S0D06'W 377.4' N89D53'W 70' TO TPOB	QUIKTRIP CORPORATION
120727102048	L5C MEAD CROSSINGS EXC PT DESC AS COMM E4 COR SEC 27 S89D04'W 320.05' TO TPOB N0D06'E 475.67' S89D53'E 70' S0D06'W 474.41' S89D04'W 70.01' TO TPOB	QUIKTRIP CORPORATION
120727102012	MEA MC L5D MEAD CROSSINGS	QUIKTRIP CORPORATION
120727102016	MEA MC L8A MEAD CROSSINGS	QUIKTRIP CORPORATION
120727102059	L8B MEAD CROSSINGS EXC COMM E4 COR SEC 27 S89D04'W 320.05' N0D06'E 1438.78' N16D39'W 1111' TO TPOB N16D39' 42.12' S88D22'E 125.52' S15D40'E 104.08' S74D19'W 117.41' N16D39'W 99.28' TO TPOB & EXC COMM E4 COR S89D04'W 320.05' N0D06'E 1438.78' N16D39'W 1111' TO TPOB N88D22'W 272.58' N22D0'E 42.68' S88D22'E 244.5' S16D39'E 42.12' TO TPOB	QUIKTRIP CORPORATION
120727102056	L8C MEAD CROSSINGS EXC PT DESC AS COMM E4 COR SEC 27 S89D04'W 320.05' N0D06'E 1438.78' N16D39'W 714.54' TO TPOB N16D39'W 297.18' N74D19'E 117.41' S15D40'E 280.72' S66D0'W 113.48' TO TPOB	QUIKTRIP CORPORATION
120727102019	MEA MC L8D MEAD CROSSINGS	QUIKTRIP CORPORATION
120727102063	L9B MEAD CROSSINGS EXC PT DESC AS COMM N4 COR SEC 27 S86D46'E 1324.09' TO TPOB N05D56'E 40.11' S88D22'E 192.22' S12D29'W 40.73' N88D22'W 187.56' TO TPOB	QUIKTRIP CORPORATION
120727102061	L9C MEAD CROSSINGS EXC PT DESC AS COMM N4 COR S86D58'E 1511.59' TO TPOB N12D29'E 40.73' S88D22'E 214.65' S22D0'W 42.68' N88D22'W 207.46' TO TPOB	QUIKTRIP CORPORATION

120727102031	MEA MC L12A MEAD CROSSINGS	QUIKTRIP CORPORATION
120727102032	MEA MC L12B MEAD CROSSINGS	QUIKTRIP CORPORATION
120727102033	MEA MC L12C MEAD CROSSINGS	QUIKTRIP CORPORATION
120727102034	MEA MC L12D MEAD CROSSINGS	QUIKTRIP CORPORATION
120727102035	MEA MC L13A MEAD CROSSINGS	QUIKTRIP CORPORATION
120727102036	MEA MC L13B MEAD CROSSINGS	QUIKTRIP CORPORATION
120727102037	MEA MC L13C MEAD CROSSINGS	QUIKTRIP CORPORATION
120727102038	MEA MC L13D MEAD CROSSINGS	QUIKTRIP CORPORATION
120727102039	MEA MC L14A MEAD CROSSINGS	QUIKTRIP CORPORATION
120727102040	MEA MC L14B MEAD CROSSINGS	QUIKTRIP CORPORATION
120727102041	MEA MC L14C MEAD CROSSINGS	QUIKTRIP CORPORATION
120727102042	MEA MC OUTLOT A MEAD CROSSINGS	QUIKTRIP CORPORATION
120727108001	LOT 1, BLOCK 1 MEAD CROSSINGS AMENDMENT 1	QUIKTRIP CORPORATION
120727103001	LOT A MEAD CROSSINGS AMENDMENT 2	CLUB CAR WASH MEAD LLC
120727103002	Lot B MEAD CROSSINGS AMENDMENT 2	CLUB CAR WASH MEAD LLC

Parcels within Future GID Inclusion Area

Parcel Number	Legal Description	Ownership
120727102044	MEA MC L6 MEAD CROSSING EXC BEG E4 COR SEC S89D04'W 320.05' N0D06'E 1151.62' TO NLY LN L6 & TPOB TH S49D32'E 91.84' TO WLY ROW I-25 TH S0D06'W 239.09 TO S LN SD LL6 TH N89D53'W 70' N0D06'E 298.55' TO TPOB	AMERCO REAL ESTATE COMPANY
120727102054	PT L7A MEAD CROSSINGS COMM E4 COR SEC 27 S89D04'W 320.05' N0D06'E 1438.78' N16D39'W 714.54' TO TPOB S16D39'E 413.47' N89D52'W 394.05' N11D0'W 172.67' CURVE TO L 81.57' (R=360' CHORD=N17D29'W 81.39') N66D0'E 364.46' TO TPOB	DEPARTMENT OF TRANSPORTATION
120727102052	L7B MEAD CROSSINGS EXC PT DESC AS COMM E4 COR SEC 27 S89D04'W 320.5' N0D06'E 1151.62' TO TPOB N0D06'E 287.16' N16D39'W 301.07' S89D52'E 109.28' S15D40'E 174.97' S0D06'W 466.5' N49D32'W 91.84' TO TPOB	MEAD CROSSINGS LLC
120727102027	MEA MC L11A MEAD CROSSINGS	CHOPS AND CROPS DEVELOPMENT LLC
120727102028	MEA MC L11B MEAD CROSSINGS	CHOPS AND CROPS DEVELOPMENT LLC
120727102029	MEA MC L11C MEAD CROSSINGS	CHOPS AND CROPS DEVELOPMENT LLC
120727102030	MEA MC L11D MEAD CROSSINGS	CHOPS AND CROPS DEVELOPMENT LLC

Exhibit 2

Draft ballot issues related to Town O&M GID Mill Levy and Town Administrative GID Mill Levy

Imposition of Town O&M GID Mill Levy as required by Mead Municipal Code (MMC) and pursuant to terms of QUIKTRIP STORE #4227 (LOT 1, BLOCK 1, MEAD CROSSINGS AMENDMENT NO. 1) SITE PLAN AGREEMENT recorded on January 26, 2023, with the Weld County Clerk and Recorder at Rec. No. 4878712

Ballot issue _____:

SHALL TOWN OF MEAD HIGHWAY 66 AND I-25 GENERAL IMPROVEMENT DISTRICT ("DISTRICT") TAXES BE INCREASED $18,750 ANNUALLY, COMMENCING IN 2024), OR BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM AN AD VALOREM MILL LEVY NOT IN EXCESS OF FIVE (5.000) MILLS ANNUALLY (PROVIDED THAT SUCH MAXIMUM MILL LEVY SHALL BE ADJUSTED TO ACCOUNT FOR CHANGES IN LAW OR THE METHOD BY WHICH ASSESSED VALUATION IS CALCULATED OCCURRING AFTER JANUARY 1, 2023), THE REVENUES THEREFROM TO BE REMITTED TO THE TOWN OF MEAD, COLORADO, TO BE USED FOR THE PURPOSE OF DEFRAYING THE TOWN'S ONGOING OPERATIONS AND MAINTENANCE EXPENSES ASSOCIATED WITH TOWN CAPITAL IMPROVEMENTS AND INFRASTRUCTURE, THE STREETS WITHIN THE BOUNDARIES OF THE DISTRICT OR SERVING DEVELOPMENT LOCATED WITHIN THE BOUNDARIES OF THE DISTRICT AND OTHER PUBLIC IMPROVEMENTS WHICH MAY BE DEDICATED TO THE TOWN OF MEAD, COLORADO, LOCATED BOTH WITHIN AND WITHOUT THE BOUNDARIES OF THE DISTRICT AND WHICH DIRECTLY OR INDIRECTLY SERVE DEVELOPMENT WITHIN THE DISTRICT; AND SHALL THE PROCEEDS OF SUCH TAXES AND INVESTMENT INCOME THEREON BE COLLECTED AND REMITTED TO THE TOWN OF MEAD, COLORADO, BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE IN 2024 AND IN EACH YEAR THEREAFTER, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, SECTION 29-1-301, COLORADO REVISED STATUTES, OR ANY OTHER LAW, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED AND SPENT BY THE DISTRICT?

YES:_____ NO:_____

Imposition of Town Administrative GID Mill Levy as required by MMC:

Ballot issue _____:

SHALL TOWN OF MEAD HIGHWAY 66 AND I-25 GENERAL IMPROVEMENT DISTRICT ("DISTRICT") TAXES BE INCREASED $7,500 ANNUALLY, COMMENCING IN 2024), OR BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM AN AD VALOREM MILL LEVY NOT IN EXCESS OF TWO (2.000) MILLS ANNUALLY (PROVIDED THAT SUCH MAXIMUM MILL LEVY SHALL BE ADJUSTED TO ACCOUNT FOR CHANGES IN LAW OR THE METHOD BY WHICH ASSESSED VALUATION IS CALCULATED OCCURRING AFTER JANUARY 1, 2023), THE REVENUES THEREFROM TO BE USED FOR THE PURPOSE OF PAYING THE TOWN'S ADMINISTRATIVE AND LEGAL EXPENSES ASSOCIATED WITH ADMINSTERING THE DISTRICT, INCLUDING BUT NOT LIMITED TO ANNUAL BUDGET PREPRATION, ANNUAL AUDIT EXPENSES, AND FINALIZING ONE OR MORE AGREEMENTS RELATED TO DISTRICT OPERATIONS; SHALL AD VALOREM PROPERTY TAXES BE LEVIED IN ANYYEAR AT A RATE SUFFICIENT TO GENERATE AN AMOUNT ANNUALLY DETERMINED BY THE GOVERNING BODY OF THE DISTRICT BUT NOT IN EXCESS OF THE AMOUNT SPECIFIED ABOVE; AND SHALL THE PROCEEDS OF SUCH TAXES AND INVESTMENT INCOME THEREON BE COLLECTED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE IN 2024 AND IN EACH YEAR THEREAFTER, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, SECTION 29-1-301, COLORADO REVISED STATUTES, OR ANY OTHER LAW, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED AND SPENT BY THE DISTRICT?

YES:_____ NO:_____

Agenda Item Summary

MEETING DATE:	June 24, 2024
SUBJECT:	**Resolution No. 53-R-2024** – A Resolution of the Town of Mead, Colorado, Granting Conditional Acceptance of the On-Site Public Improvements (excluding Stormwater and Landscaping) associated with Phases 1A and 1B (Range View Estates Final Plat)
PRESENTED BY:	Robyn Brown, Deputy Town Engineer

SUMMARY

Mr. Ryan Goforth, Construction Manager for the Hillside Commercial Group, Inc., developer for Range View Estates, LLC, a Colorado limited liability company, having a principal office address of 6355 Fairgrounds Avenue, Suite 300, Windsor, Colorado 80550 ("Developer") has requested conditional acceptance of certain public infrastructure improvements associated with Phases 1A and 1B, constructed as part of the Range View Estates development, specifically the installation of concrete sidewalk, curb and gutter, and asphalt paving (collectively, the "On-Site Public Improvements" or the "Improvements").

The On-Site Public Improvements are identified in the Subdivision Improvement Agreement, dated October 26, 2020, and recorded on April 2, 2021, at Reception No. 4700507 in the Weld County property records (the "SIA").

Town staff completed a punch list walkthrough in June 2024 and created a final punch list of items for the Developer's contractor to complete for the On-Site Public Improvements. The punch list is attached and incorporated into the proposed Resolution. All punchlist items shall be completed and/or corrected by July 31, 2024.

Staff recommends granting Conditional Acceptance of the On-Site Public Improvements.

Resolution No. 53-R-2024 (the "Resolution") memorializes the Board's Conditional Acceptance of the Improvements. The two-year warranty period will start on June 25, 2024.

For a two-year period from the commencement date of the warranty period, the Developer is required, at its own expense, to take all actions necessary to maintain the Improvements and make needed repairs or replacements that, in the reasonable opinion of the Town, become necessary. If within thirty (30) days after the Developer's receipt of written notice form the Town requesting replacement of or repairs to the Improvements, the Developer has not completed such repairs, the Town may exercise enforcement actions to secure performance, including enforcement of contractual rights and other actions set forth in Article VI of Chapter 16 of the MMC. The Resolution also requires the Developer to post a warranty letter of credit with the Town to secure the Developer's obligation to make the necessary repairs or replacements.

Town staff will complete a final inspection prior to final acceptance of the On-Site Public Improvements at the conclusion of the two-year warranty period.

FINANCIAL CONSIDERATIONS

There are no financial considerations associated with this request.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends the Board of Trustees approve the Resolution granting Conditional Acceptance of the On-Site Public Improvements.

A motion to approve the consent agenda for June 24, 2024, will approve this item. If the resolution is removed from the consent agenda, the suggested motion is:

Suggested Motion:

> "I move to adopt Resolution No. 53-R-2024, a Resolution of the Town of Mead, Colorado, Granting Conditional Acceptance of the On-Site Public Improvements (excluding Stormwater and Landscaping) associated with Phases 1A and 1B (Range View Estates Final Plat)."

ATTACHMENTS

Resolution No. 53-R-2024

Exhibit A to Resolution – Final Punchlist (for Conditional Acceptance – Range View Estates – On-Site Public Improvements excluding Stormwater and Landscaping (*6 pages, including applicable photos and drawing*))

Exhibit B to Resolution – Additional Conditions

TOWN OF MEAD, COLORADO
RESOLUTION NO. 53-R-2024

A RESOLUTION OF THE TOWN OF MEAD, COLORADO, GRANTING CONDITIONAL ACCEPTANCE OF THE ON-SITE PUBLIC IMPROVEMENTS (EXCLUDING STORMWATER AND LANDSCAPING) ASSOCIATED WITH PHASES 1A AND 1B (RANGE VIEW ESTATES FINAL PLAT)

WHEREAS, Range View Estates LLC, a Colorado limited liability company having a principal office address of 6355 Fairgrounds Avenue, Suite 300, Windsor, Colorado 80550 ("Developer") has caused the completion of certain public improvements benefitting the Range View Estates Final Plat ("Development"), specifically the On-Site Public Improvements (excluding Stormwater and Landscaping) associated with **Phases 1A and 1B** of the Development (collectively, the "Improvements"); and

WHEREAS, the Improvements are identified in that certain Subdivision Improvement Agreement dated October 26, 2020, and recorded on April 2, 2021, at Reception No. 4700507 in the Weld County property records (the "SIA"); and

WHEREAS, the Improvements are subject to a warranty period of two (2) years following the conditional acceptance of the improvements; and

WHEREAS, Developer has requested conditional acceptance of the Improvements by the Board of Trustees of the Town of Mead; and

WHEREAS, the Town Engineer has reviewed the construction of Improvements, has determined that the Improvements have been constructed and installed in substantial conformance with the Town's construction standards, and is recommending that the Board grant conditional acceptance of the Improvements effective as of June 25, 2024, subject to the conditions set forth in the Final Punchlist, a copy of which is attached to this Resolution as **Exhibit A**, and subject to the additional conditions attached to this Resolution as **Exhibit B**; and

WHEREAS, the Board of Trustees desires to grant conditional acceptance of the Improvements subject to the conditions set forth in this Resolution; and

WHEREAS, the *Mead Municipal Code* ("MMC") requires the Developer to maintain the Improvements for a two (2) year period from the date of conditional acceptance and clarifies that the Developer shall, at its own expense, take all actions necessary to maintain the Improvements and make needed repairs or replacements that, in the reasonable opinion of the Town (and the Town Engineer), shall become necessary; and

WHEREAS, if the Developer fails to make necessary repairs to the Improvements in accordance with the requirements set forth in the MMC, the Town may withhold final acceptance of the Improvements, may proceed to withhold building permits, temporary certificates of occupancy, or certificates of occupancy for those lots located within boundaries of the Development, or may take any other action authorized by the SIA.

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

Section 1. Conditional Acceptance of Public Improvements. The Board of Trustees on behalf of the Town of Mead, hereby grants "conditional acceptance" of the Improvements identified in this Resolution and orders the commencement of the two (2) year warranty period on June 25, 2024.

Section 2. Developer Obligation to Maintain Improvements during Guarantee Period. Developer shall maintain the Improvements for a two (2) year period from the date of conditional acceptance (the "Guarantee Period"). Developer shall, at its own expense, take all actions necessary to maintain the Improvements and make needed repairs or replacements that, in the reasonable opinion of the Town (and the Town Engineer), shall become necessary during the Guarantee Period. Failure of the Developer to maintain the Improvements during the Guarantee Period shall violate the requirements this Section 2 and shall constitute a violation of the MMC pursuant to MMC Sec. 16-6-10(c)(1)(g). In addition to any contractual remedies available to the Town under the SIA, Town Staff shall be authorized to take any and all enforcement actions as necessary to ensure that the Developer completes necessary repairs and replacements of the Improvements during the Guarantee Period and prior to final acceptance of the Improvements, as authorized by the MMC, including but not limited to the enforcement actions set forth in Article VI of Chapter 16 of the MMC.

Section 3. Severability. If any part, section, subsection, sentence, clause or phrase of this resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the resolution. The Town Board hereby declares that it would have passed the resolution including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases are declared invalid.

Section 4. Repealer. All resolutions and motions of the Board of Trustees of the Town of Mead or parts thereof, in conflict with this resolution are to the extent of such conflict hereby superseded and repealed, provided that such repealer shall not repeal the repealer clauses of such resolution or motion, no revive any resolution or motion thereby.

Section 5. Effective Date. This resolution shall become effective immediately upon adoption.

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 24TH DAY OF JUNE, 2024.

ATTEST:	**TOWN OF MEAD**
By: _____	By: _____
Mary E. Strutt, MMC, Town Clerk	Colleen G. Whitlow, Mayor

Exhibit A

Final Punchlist (for Conditional Acceptance – On-Site Public Improvements (excluding Stormwater and Landscaping) associated with **Phases 1A and 1B**)

(attached – 6 pages)

Project Name: Range View Estates, On-Site Public Improvements (Phases 1A and 1B)
Contractor: Hillside Commercial Group
Inspector: Ryan Corbett
Punchwalk Dates: 6/11/2024
Pre-Walk for Conditional Acceptance: 11/29/23, 11/30/24, 3/27/24

Punch List Items						
No.	Item	Description	Location	Observation Date	Completion Date	Town Sign-Off
1	Concrete				6/11/2024	RCC
2	Detention Basin	Will be part of the landscaping conditional acceptance	2 basins along CR7	6/11/2024		RCC
3	Manhole/Valves				6/11/2024	RCC
4	Street Lights	Missing 1- united power is working with LTWD for crossing agreement to install	Adams Ave & Manttana Dr	6/11/2024		RCC
5	As-Builts	Approved by Ken Clifford			6/8/2024	RCC
6	Storm	Will be part of the landscaping conditional acceptance		6/11/2024		RCC
7	Erosion Control	Will continue to monitor until landscaping is established		6/11/2024		RCC
8	Housekeeping				6/11/2024	RCC
9	Stockpiles/Grading				6/11/2024	RCC
10	CR 32 (Adams Ave)	Completed with a separate LOC and obtained conditional acceptance 5/28/24			5/28/2024	RCC
11	Asphalt	No issues noted			6/11/2024	RCC
12	Thermoplastic Symbols				6/11/2024	RCC
13	Inlet		CR7		6/11/2024	RCC
14	Mailboxes				6/11/2024	RCC
15	Water (LTWD)	Approved on 5/16/24			5/16/2024	RCC
16	Sanitary Sewer	There are 3 small bellies we will re-evaluate at 2-year warranty- marked on map and pictures			6/11/2024	RCC
17	OminTrax	Approved on 5/13/24			5/13/2024	RCC
18	Mulligan Lakes Estates	Approved on 1/3/24			1/34/24	RCC
19	Highland Ditch Company	Approved on 12/6/24			12/6/2023	RCC
20	Landscaping	Has a separate LOC and will have a separate Conditional Acceptance		6/11/2024		RCC

1)	2)

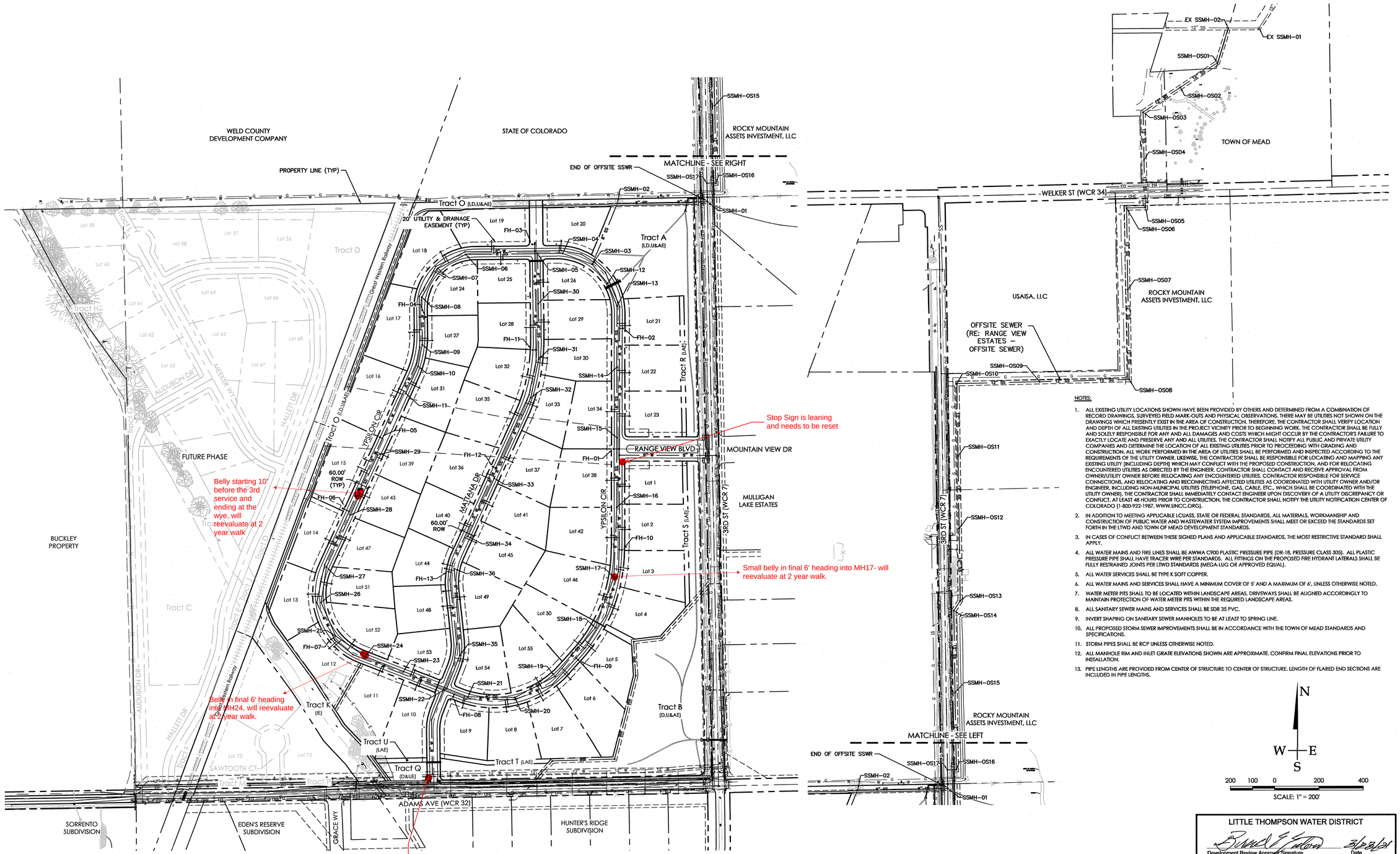
Range View
Contractor: Hillside Commercial Group
Date: 11/29/23, 11/30/23, 3/27/24,6/11/24
Conditional Acceptance

3)	4)

5)

6)

7) Stop sign needs to be reset	



NOTES:

1. ALL EXISTING UTILITY LOCATIONS SHOWN HAVE BEEN PROVIDED BY OTHERS AND DETERMINED FROM A COMBINATION OF RECORD DRAWINGS, SURVEYED FIELD MARK-OUTS AND PHYSICAL OBSERVATIONS. THERE MAY BE UTILITIES NOT SHOWN ON THE DRAWINGS WHICH PRESENTLY EXIST IN THE AREA OF CONSTRUCTION. THEREFORE, THE CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL EXISTING UTILITIES IN THE PROJECT VICINITY PRIOR TO BEGINNING WORK. THE CONTRACTOR SHALL BE FULLY AND SOLELY RESPONSIBLE FOR ANY AND ALL DAMAGES AND COSTS WHICH MIGHT OCCUR BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES. THE CONTRACTOR SHALL NOTIFY ALL PUBLIC AND PRIVATE UTILITY COMPANIES AND DETERMINE THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO PROCEEDING WITH GRADING AND CONSTRUCTION. ALL WORK PERFORMED IN THE AREA OF UTILITIES SHALL BE PERFORMED AND INSPECTED ACCORDING TO THE REQUIREMENTS OF THE UTILITY OWNER. LIKEWISE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND MAPPING ANY EXISTING UTILITY (INCLUDING DEPTH) WHICH MAY CONFLICT WITH THE PROPOSED CONSTRUCTION, AND FOR RELOCATING ENCOUNTERED UTILITIES AS DIRECTED BY THE ENGINEER. CONTRACTOR SHALL CONTACT AND RECEIVE APPROVAL FROM OWNER/UTILITY OWNER BEFORE RELOCATING ANY ENCOUNTERED UTILITIES. CONTRACTOR RESPONSIBLE FOR SERVICE CONNECTIONS, AND RELOCATING AND RECONNECTING AFFECTED UTILITIES AS COORDINATED WITH UTILITY OWNER AND/OR ENGINEER, INCLUDING NON-MUNICIPAL UTILITIES (TELEPHONE, GAS, CABLE, ETC., WHICH SHALL BE COORDINATED WITH THE UTILITY OWNER). THE CONTRACTOR SHALL IMMEDIATELY CONTACT ENGINEER UPON DISCOVERY OF A UTILITY DISCREPANCY OR CONFLICT. AT LEAST 48 HOURS PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE UTILITY NOTIFICATION CENTER OF COLORADO (1-800-922-1987, WWW.UNCC.ORG).
2. IN ADDITION TO MEETING APPLICABLE LCUASS, STATE OR FEDERAL STANDARDS, ALL MATERIALS, WORKMANSHIP AND CONSTRUCTION OF PUBLIC WATER AND WASTEWATER SYSTEM IMPROVEMENTS SHALL MEET OR EXCEED THE STANDARDS SET FORTH IN THE LTWD AND TOWN OF MEAD DEVELOPMENT STANDARDS.
3. IN CASES OF CONFLICT BETWEEN THESE SIGNED PLANS AND APPLICABLE STANDARDS, THE MOST RESTRICTIVE STANDARD SHALL APPLY.
4. ALL WATER MAINS AND FIRE LINES SHALL BE AWWA C900 PLASTIC PRESSURE PIPE (DR-18, PRESSURE CLASS 305). ALL PLASTIC PRESSURE PIPE SHALL HAVE TRACER WIRE PER STANDARDS. ALL FITTINGS ON THE PROPOSED FIRE HYDRANT LATERALS SHALL BE FULLY RESTRAINED JOINTS PER LTWD STANDARDS (MEGA-LUG OR APPROVED EQUAL).
5. ALL WATER SERVICES SHALL BE TYPE K SOFT COPPER.
6. ALL WATER MAINS AND SERVICES SHALL HAVE A MINIMUM COVER OF 5' AND A MAXIMUM OF 6', UNLESS OTHERWISE NOTED.
7. WATER METER PITS SHALL TO BE LOCATED WITHIN LANDSCAPE AREAS. DRIVEWAYS SHALL BE ALIGNED ACCORDINGLY TO MAINTAIN PROTECTION OF WATER METER PITS WITHIN THE REQUIRED LANDSCAPE AREAS.
8. ALL SANITARY SEWER MAINS AND SERVICES SHALL BE SDR 35 PVC.
9. INVERT SHAPING ON SANITARY SEWER MANHOLES TO BE AT LEAST TO SPRING LINE.
10. ALL PROPOSED STORM SEWER IMPROVEMENTS SHALL BE IN ACCORDANCE WITH THE TOWN OF MEAD STANDARDS AND SPECIFICATIONS.
11. STORM PIPES SHALL BE RCP UNLESS OTHERWISE NOTED.
12. ALL MANHOLE RIM AND INLET GRATE ELEVATIONS SHOWN ARE APPROXIMATE. CONFIRM FINAL ELEVATIONS PRIOR TO INSTALLATION.
13. PIPE LENGTHS ARE PROVIDED FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE. LENGTH OF FLARED END SECTIONS ARE INCLUDED IN PIPE LENGTHS.

N
W — E
S

200 100 0 200 400
SCALE: 1" = 200'

CONTACT XCEL ENERGY BUILDER'S CALL LINE TO SCHEDULE "WATCH & PROTECT" FOR ANY CONSTRUCTION OCCURRING NEAR AN EXPOSED HIGH PRESSURE (HP) GAS PIPELINE
877.354.6395

CALL UTILITY NOTIFICATION CENTER OF COLORADO
811
Know what's below. Call before you dig.
CALL 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

LITTLE THOMPSON WATER DISTRICT
Development Review Approval Signature — Date 3/29/21
THESE CONSTRUCTION PLANS HAVE BEEN REVIEWED BY LITTLE THOMPSON WATER DISTRICT FOR WATERLINE IMPROVEMENTS ONLY. DISTRICT'S ACCEPTANCE OF THESE PLANS IS VALID FOR ONE (1) YEAR.

TOWN OF MEAD, COLORADO
DRAWING APPROVAL
THESE PLANS ARE HEREBY APPROVED FOR ONE YEAR FROM THE DATE OF THE TOWN ENGINEER'S APPROVAL.
APPROVED BY: Erika Rasmussen — Town Engineer — Date 3/29/21

HIGHLAND DEVELOPMENT SERVICES
6335 FAIRGROUNDS AVENUE, SUITE 100 | WINDSOR, CO 80550
PHONE: 970.674.7500 | EMAIL: info@highlands-ds.com | www.highlands-ds.com

NO.	REVISION	BY	DATE

RANGE VIEW ESTATES - PHASE I

OVERALL UTILITY PLAN

PREPARED BY OR UNDER THE DIRECT SUPERVISION OF:
COLORADO LICENSED PROFESSIONAL ENGINEER
FOR AND ON BEHALF OF HIGHLAND DEVELOPMENT SERVICES

DATE	10/28/20
SCALE (H)	1" = 200'
SCALE (V)	N/A
DRAWN BY	KRB
CHECKED BY	JTC
HDS PROJECT #	19-1007-00

OVUT

SHEET 18 OF 82

ANY USE OR REUSE OF THIS DOCUMENT BY OTHERS, WITHOUT WRITTEN CONSENT OF HIGHLAND DEVELOPMENT SERVICES, INC. PROVIDING DEVELOPMENT SERVICES SHALL, TO THE FULLEST EXTENT PERMITTED BY LAW, BE HELD HARMLESS BY ANY CLAIMS, SUBSUITS, OR COST ALLEGED ARISING OUT OF UNAUTHORIZED MODIFICATIONS, CHANGES, OR REUSE OF THIS DOCUMENT.

Exhibit B

Additional Conditions (Conditional Acceptance – On-Site Public Improvements (excluding Stormwater and Landscaping) associated with **Phases 1A and 1B**)

The Developer shall reduce the collateral for the Improvements by selecting one of the two options set forth below.

1. OPTION 1
   Developer shall replace Letters of Credit (LOCs) Nos. 33119 and 33121, both dated April 19, 2023, in the amounts of $260,049.23 and $332,729.26, respectively (and both having current expiration dates of April 19, 2025) (the "Existing On-Site Pavements and On-Site Improvements LOCs"), with **one new replacement LOC** in the form required by the SIA in the amount of **eighty-eight thousand nine hundred sixteen dollars ($88,916.00)** (representing 15% of the aggregate face amounts of the Existing On-Site Pavements and On-Site Improvements LOCs) and having an expiration date **not earlier than September 1, 2026** (the "Warranty LOC"). If Developer selects OPTION 1, the Developer shall proceed to have POINTS WEST COMMUNITY BANK file the Warranty LOC with the Town Engineer on or before July 31, 2024. Upon filing of the Warranty LOC, the Town Engineer or designee shall cause the Existing On-Site Pavements and On-Site Improvements LOCs to be released.

2. OPTION 2
   At Developer's request, the Town will send a letter to POINTS WEST COMMUNITY BANK requesting an amendment to each of the Existing On-Site Pavements and On-Site Improvements LOCs:

   - Reduce amount of LOC No. 33119 from $260,049.23 to **$39,007.00** and extend final expiration date to **September 1, 2026**
   - Reduce amount of LOC No. 33121 from $332,729.26 to **$49,909.00** and extend final expiration date to **September 1, 2026**

   (together, the "AMENDED LOCs – Warranty Period").

   If Developer selects OPTION 2, the Developer shall proceed to have POINTS WEST COMMUNITY BANK process the requested amendments and file the AMENDED LOCs – Warranty Period with the Town Engineer or designee on or before July 31, 2024.

SENT VIA EMAIL to: Ryan@hillsidecommercialgroup.com

June 25, 2024

Hillside Commercial Group, Inc.
c/o Range View Estates, LLC
Attn: Mr. Ryan Goforth, Construction Manager
6355 Fairgrounds Avenue, Suite 300
Windsor, Colorado 80550

RE: Conditional Acceptance of Range View Estates, On-Site Public Improvements (excluding Stormwater and Landscaping) associated with Phases 1A and 1B

Dear Mr. Goforth,

This letter is to notify you that the On-Site Public Improvements, excluding stormwater and landscaping, associated with Phases 1A and 1B of the Range View Estates Subdivision have been granted Conditional Acceptance by the Town of Mead Board of Trustees on June 24, 2024, pursuant to the attached Resolution No. 53-R-2024 (the "Conditional Acceptance Resolution"). **On-site stormwater and landscaping public improvements in Phases 1A and 1B are not included in this Conditional Acceptance.**

In June 2024, Town of Mead Staff completed inspections of the referenced public infrastructure improvements. The purpose of these inspections was to confirm completion of construction of those improvements, assess the condition of the improvements installed, and generate a punchlist detailing deficiencies requiring completion. A copy of the punchlist is attached to this letter and incorporated into the Conditional Acceptance Resolution. All punchlist items shall be completed and/or corrected by July 31, 2024, unless otherwise directed by Town Staff.

Please note that, in accordance with the Town of Mead *Design Standards and Construction Specifications*, Section 202.8.A.1.a, the two-year warranty period for the On-Site Public Improvements will begin on June 25, 2024. During the two-year warranty period, the developer shall, at developer's own expense, take all actions necessary to maintain the public improvements and make needed repairs or replacements that, in the reasonable opinion of the Town, shall become necessary.

No sooner than sixty (60) days, and at least thirty (30) days, before the end of the two-year warranty period, and during the growing season (May 1 through October 31), the Developer shall request an inspection of the On-Site Public Improvements granted conditional acceptance pursuant to the Conditional Acceptance Resolution. Once the On-Site Public Improvements are judged by the Town to be in satisfactory condition, the Town shall grant Final Acceptance of the On-Site Public Improvements by resolution of the Board of Trustees.

With respect to the collateral reduction contemplated in Section X.A. of that certain Subdivision Improvement Agreement dated October 26, 2020, and recorded on April 2, 2021, at Reception No. 4700507 in the Weld County property records ("SIA"), there are two options to accomplish the collateral reduction, outlined below:

OPTION 1

Developer shall replace Letters of Credit (LOCs) Nos. 33119 and 33121, both dated April 19, 2023, in the amounts of $260,049.23 and $332,729.26, respectively (and both having current expiration dates of April 19, 2025) (the "Existing On-Site Pavements and On-Site Improvements LOCs"), with **one new replacement LOC** in the form required by the SIA in the amount of **eighty-eight thousand nine hundred sixteen dollars ($88,916.00)** (representing 15% of the aggregate face amounts of the Existing On-Site Pavements and On-Site Improvements LOCs) and having an expiration date **not earlier than September 1, 2026** (the "Warranty LOC"). If Developer selects OPTION 1, the Developer shall proceed to have POINTS WEST COMMUNITY BANK file the Warranty LOC with the Town Engineer on or before July 31, 2024. Upon filing of the Warranty LOC, the Town Engineer or designee shall cause the Existing On-Site Pavements and On-Site Improvements LOCs to be released.

OPTION 2

At Developer's request, the Town will send a letter to POINTS WEST COMMUNITY BANK requesting an amendment to each of the Existing On-Site Pavements and On-Site Improvements LOCs:

- Reduce amount of LOC No. 33119 from $260,049.23 to **$39,007.00** and extend final expiration date to **September 1, 2026**
- Reduce amount of LOC No. 33121 from $332,729.26 to **$49,909.00** and extend final expiration date to **September 1, 2026**

(together, the "AMENDED LOCs – Warranty Period").

If Developer selects OPTION 2, the Developer shall proceed to have POINTS WEST COMMUNITY BANK process the requested amendments and file the AMENDED LOCs – Warranty Period with the Town Engineer or designee on or before July 31, 2024.

At the time of Final Acceptance, the Warranty LOCs (or the AMENDED LOCs – Warranty Period, if OPTION 2 is selected) shall be released in accordance with the terms of the SIA and the *Mead Municipal Code*.

Sincerely,

Robyn Brown, P.E.
Deputy Town Engineer

ATTACHMENTS:

Attachment 1 – Range View Estates, On-Site Public Improvements associated with Phases 1A and 1B – Punchlist (including photos and map)

441 Third Street | Mead, CO 80542 | 970.535.4477 | townofmead.org

Agenda Item Summary

MEETING DATE:	June 24, 2024
SUBJECT:	New Liquor License Application – Brew Pub: Highlandlake Brewing Company, LLC.
PRESENTED BY:	Mary Strutt, Administrative Services Director

SUMMARY

Applicant: Highlandlake Brewing Company, LLC
Daniel Akin, Teresa Van Diest-Atkin, Shanyn Reiynksi, Julie Hays and Derrick Hays

Location: 333 Main St Unit C, Mead, CO

I. BACKGROUND

On April 26, 2024, the Town Clerk received an application from the above-referenced Applicants for a New **Brew Pub License** to be located at **333 Main St Unit C, Mead, CO.** This facility will manufacture malt liquors (beer). In addition, this license type also allows the sale of alcohol beverages for consumption on premises, and sales of their beer to wholesalers and to the public in sealed containers. Hours of operation are not yet established but will be reviewed by the Town Clerk to be in compliance with state law. In addition, the applicant is required to have food available to comply with C.R.S. 44-3-417(4).

The applicants have submitted all required documentation and have completed all local fingerprinting and background check requirements.

The property is currently under construction. The application has been filed in accordance with Mead Municipal Code Section 6-3-290, which allows for the review and approval of a building which is not complete. If approved, the applicant shall have one year from the date of approval to complete construction and obtain an occupancy permit. The license will not be issued until after an occupancy permit has been issued and staff has conducted an on-site inspection of the premises. The Applicant has opted to apply to the State for a Concurrent Review and all supporting documentation and fees were sent to the State in April 2024. The Concurrent Review is an expedited review of the liquor license application by the State for an additional fee.

This application requires a public hearing to consider the reasonable requirements of the neighborhood (which is the boundaries of the Town) for the Brew Pub license, the desires of the adult inhabitants, the number, type, and availability of alcohol beverage outlets located in or near the designated neighborhood, and other pertinent matters affecting the qualifications of the applicant. The Public Hearing notice was posted at the location on June 8, 2024, and published in Longmont Times Call on June 12, 2024. The applicant has submitted a petition to the Mead Liquor Licensing Authority with a total of 22 signatures. 16 verified resident signatures (16 in favor, 0 opposed) and 2 verified business owner/manager signatures (2 in favor, 0 opposed) from within the designated neighborhood.

The Clerk's Office has not received any objections to this new application as of the submission of this Agenda Item Summary.

II. RESULTS OF APPLICATION INVESTIGATION

A. Application received: **April 26, 2024**
B. Posting of Notice at Location: **Confirmed**
C. Fees, Licenses, and Municipal Zoning Code Compliance: **Confirmed**
D. Ownership of Licensed Premises (must be owned or leased in name of Applicant): **Leased**
E. Building in which the liquor is to be sold is NOT located within one hundred (100) feet of any public or parochial school or the principal campus of any college, university, or seminary (per *Mead Municipal Code 6-3-115(a):* **Confirmed**
F. Number of Brew Pub Licenses in Mead: **0** (Previously KnucklePuck Brewing at 13782 E. I-25 Frontage Rd. held a Brew Pub license, but they have recently converted their license to a sales room license which is regulated by the state.
G. Attachments:
    a. Application
    b. Lease
    c. Diagram of Proposed Premises
    d. Highlandlake Brewing Company, LLC Operating Agreement
    e. Certificate of Good Standing for Applicant issued by the State of Colorado
    f. Application for Federal Brewers Permit for Highlandlake Brewing Company, LLC at 234 Main St Unit 109 Mead, Colorado
    g. Affidavit of Publication
    h. Affidavit of Posting Notice at the Location (Anticipated to be received prior to the public hearing scheduled for June 24, 2024)
    i. Zoning Review
    j. Distance Map
    k. Petition as submitted by applicants
    l. All other items required by Section Sec. 6-3-140 of the Mead Municipal Code.

III. STAFF RECOMMENDATION TO AUTHORITY

Based upon the information provided above and in the related attachments, staff:
☒ Finds that Applicant has complied with all criteria for a New Brew Pub License and recommends that the Mead Liquor License Authority approve Applicant's application for a New Brew Pub License that is the subject of the application.
☒ Other recommendations: Staff further recommends that the Liquor Licensing Authority impose the following conditions of approval:

1. Certificate of Occupancy must be issued for the premises
2. Satisfactory staff inspection of the premises

Recommended Motion:

I move to approve the application of **Highlandlake Brewing Company, LLC** for a new brew pub license based on the findings set forth in the staff report for the June 24, 2024, meeting and based on the following additional findings:

- that applicant is of good moral character and not prohibited as a licensee; and
- that the premises and their location are suitable based on a review of the plans submitted; and
- that the petition submitted by applicant, along with testimony received at the public hearing, indicate that existing outlets are inadequate to serve the thirst needs of the neighborhood and that there is a need and desire for a brew pub license as measured by the reasonable requirements of the neighborhood.

I further move that this approval is conditioned upon the following:

1. applicant receiving a certificate of occupancy for the premises within one year of the date of this approval;
2. a determination upon inspection by town staff that the building complies with the submitted diagram which includes a plot plan and detailed interior sketch submitted with the application.
3. Federal's Brewers Permit updated with the address of the proposed licensed premises.

I further move to direct town staff to notify the State of Colorado Liquor Enforcement Division of this approval.

ATTACHMENTS

Application
Lease & Diagram
Diagram of Proposed Premises 06/03/2024
Highlandlake Brewing Company, LLC Operating Agreement
Certificate of Good Standing for Applicant issued by the State of Colorado
Application for Federal Brewers Permit
Affidavit of Publication
Zoning Review
Distance Map
Petition as Submitted by Applicant

DR 8404 (02/20/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Colorado Liquor Retail License Application

* Note that the Division will not accept cash ☒ Paid by check ☐ Paid online Uploaded to MoveIt on Date 4/26/24

☐ New License ☒ New-Concurrent ☐ Transfer of Ownership ☐ State Property Only ☐ Master file

- All answers must be printed in black ink or typewritten
- Applicant must check the appropriate box(es)
- Applicant should obtain a copy of the Colorado Liquor, Beer and Wine Code: SBG.Colorado.gov/Liquor

1. Applicant is applying as a/an ☐ Individual ☒ Limited Liability Company ☐ Association or Other ☐ Corporation ☐ Partnership (includes Limited Liability and Husband and Wife Partnerships)

2. Applicant if an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation Highlandlake Brewing Company		FEIN Number 82-3530048
2a. Trade Name of Establishment (DBA) Highlandlake	State Sales Tax Number 35194723-0000	Business Telephone

3. Address of Premises (specify exact location of premises, include suite/unit numbers) 333 Main Street Unit C			
City Mead	County Weld	State CO	ZIP Code 80542
4. Mailing Address (Number and Street) P.O. Box 276	City or Town Mead	State CO	ZIP Code 80542
5. Email Address highlandlakebrewery1@gmail.com			

6. If the premises currently has a liquor or beer license, you must answer the following questions

Present Trade Name of Establishment (DBA)	Present State License Number	Present Class of License	Present Expiration Date

Section A — Nonrefundable Application Fees*

- ☐ Application Fee for New License $1,100.00
- ☒ Application Fee for New License w/Concurrent Review $1,200.00
- ☐ Application Fee for Transfer $1,100.00

Section B — Liquor License Fees*

- ☐ Add Optional Premises to H & R ..... $100.00 X _____ Total _____
- ☐ Add Related Facility to Resort Complex $75.00 X _____ Total _____
- ☐ Add Sidewalk Service Area $75.00
- ☐ Arts License (City) $308.75
- ☐ Arts License (County) $308.75
- ☐ Beer and Wine License (City) $351.25
- ☐ Beer and Wine License (County) $438.25
- ☒ Brew Pub License (City) $750.00
- ☐ Brew Pub License (County) $750.00
- ☐ Campus Liquor Complex (City) $500.00
- ☐ Campus Liquor Complex (County) $500.00
- ☐ Campus Liquor Complex (State) $500.00
- ☐ Club License (City) $308.75
- ☐ Club License (County) $308.75
- ☐ Distillery Pub License (City) $750.00
- ☐ Distillery Pub License (County) $750.00
- ☐ Hotel and Restaurant License (City) $500.00
- ☐ Hotel and Restaurant License (County) $500.00
- ☐ Hotel and Restaurant License w/one opt premises (City) $600.00
- ☐ Hotel and Restaurant License w/one opt premises (County) $600.00
- ☐ Liquor–Licensed Drugstore (City) $227.50

Section B (Cont.) — Liquor License Fees*

- ☐ Liquor–Licensed Drugstore (County) $312.50
- ☐ Lodging & Entertainment - L&E (City) $500.00
- ☐ Lodging & Entertainment - L&E (County) $500.00
- ☐ Manager Registration - H & R $30.00
- ☐ Manager Registration - Tavern $30.00
- ☐ Manager Registration - Lodging & Entertainment $30.00
- ☐ Manager Registration - Campus Liquor Complex $30.00
- ☐ Optional Premises License (City) $500.00
- ☐ Optional Premises License (County) $500.00
- ☐ Racetrack License (City) $500.00
- ☐ Racetrack License (County) $500.00
- ☐ Resort Complex License (City) $500.00
- ☐ Resort Complex License (County) $500.00
- ☐ Related Facility - Campus Liquor Complex (City) $160.00
- ☐ Related Facility - Campus Liquor Complex (County) $160.00
- ☐ Related Facility - Campus Liquor Complex (State) $160.00
- ☐ Retail Gaming Tavern License (City) $500.00
- ☐ Retail Gaming Tavern License (County) $500.00
- ☐ Retail Liquor Store License–Additional (City) $227.50
- ☐ Retail Liquor Store License–Additional (County) $312.50
- ☐ Retail Liquor Store (City) $227.50
- ☐ Retail Liquor Store (County) $312.50
- ☐ Tavern License (City) $500.00
- ☐ Tavern License (County) $500.00
- ☐ Vintners Restaurant License (City) $750.00
- ☐ Vintners Restaurant License (County) $750.00

Questions? Visit: SBG.Colorado.gov/Liquor for more information

Do not write in this space - For Department of Revenue use only

Liability Information

License Account Number	Liability Date	License Issued Through (Expiration Date)	Total
			$

Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. **All** documents must be properly signed and correspond with the name of the applicant exactly. **All** documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. **Questions? Visit:** SBG.Colorado.gov/Liquor **for more information**

Items submitted, please check all appropriate boxes completed or documents submitted

I. Applicant information

- ☒ A. Applicant/Licensee identified
- ☒ B. State sales tax license number listed or applied for at time of application
- ☒ C. License type or other transaction identified
- ☒ D. Return originals to local authority (additional items may be required by the local licensing authority)
- ☒ E. All sections of the application need to be completed
- ☐ F. Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application

II. Diagram of the premises

- ☒ A. No larger than 8½" X 11"
- ☒ B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.)
- ☒ C. Separate diagram for each floor (if multiple levels)
- ☐ D. Kitchen - identified if Hotel and Restaurant
- ☒ E. Bold/Outlined Licensed Premises

III. Proof of property possession (One Year Needed)

- ☐ A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk
- ☐ B. Lease in the name of the applicant (or) (matching question #2)
- ☐ C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant
- ☒ D. Other agreement if not deed or lease. (matching question #2)

IV. Background information (DR 8404-I) and financial documents

- ☒ A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members)
- ☒ B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved State Vendor. Master File applicants submit results to the State using code 25YQHT with IdentoGO.
  Do not complete fingerprint cards prior to submitting your application.
  The Vendors are as follows:
  IdentoGO – https://uenroll.identogo.com/ Phone: 844-539-5539 (toll-free)
  Colorado Fingerprinting – http://www.coloradofingerprinting.com
  Appointment Scheduling Website: http://www.coloradofingerprinting.com/cabs/
  Phone: 720-292-2722 Toll Free: 833-224-2227
  Details about the vendors and fingerprinting in Colorado can be found on CBI's website here:
  https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks
- ☐ C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license
- ☐ D. List of all notes and loans (Copies to also be attached)

V. Sole proprietor/husband and wife partnership (if applicable)

- ☐ A. Form DR 4679
- ☐ B. Copy of State issued Driver's License or Colorado Identification Card for each applicant

VI. Corporate applicant information (if applicable)

- ☐ A. Certificate of Incorporation
- ☐ B. Certificate of Good Standing
- ☐ C. Certificate of Authorization if foreign corporation (out of state applicants only)

VII. Partnership applicant information (if applicable)

- ☐ A. Partnership Agreement (general or limited).
- ☐ B. Certificate of Good Standing

VIII. Limited Liability Company applicant information (if applicable)

- ☒ A. Copy of articles of organization
- ☒ B. Certificate of Good Standing
- ☐ C. Copy of Operating Agreement (if applicable)
- ☐ D. Certificate of Authority if foreign LLC (out of state applicants only)

IX. Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application

- ☐ A. $30.00 fee
- ☐ B. If owner is managing, no fee required

Name	Type of License	Account Number
Highlandlake Brewing Company	Brew Pub liquior license	

	Yes	No
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?	☐	☒
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):		
a. Been denied an alcohol beverage license?	☐	☒
b. Had an alcohol beverage license suspended or revoked?	☐	☒
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?	☐	☒
If you answered yes to 8a, b or c, explain in detail on a separate sheet.		
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.	☐	☒
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?	☐	☒
or Waiver by local ordinance?	☒	☐
Other: _____		
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,0000? **NOTE:** The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.	☐	☒
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,0000? **NOTE:** The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.	☐	☒
13. a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?	☐	☒
b. Are you a Colorado resident?	☒	☐
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current financial interest in said business including any loans to or from a licensee.	☐	☒
15. Does the applicant, as listed on line 2 of this application, **have legal possession of the premises by ownership**, lease or other arrangement?	☐	☐

☐ Ownership ☐ Lease ☒ Other (Explain in Detail) Intent to Lease

a. If leased, list name of landlord and tenant, and date of expiration, **exactly** as they appear on the lease:

Landlord	Tenant	Expires
Mead Victory Investments, LLC (MVI)	Highlandlake Brewing Company	10/31/28

b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.	☐	☒

c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8½" X 11".

16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.

Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage

Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.

17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?	☐	☐
Number of additional Optional Premise areas requested. (See license fee chart)		

18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.

Name	Type of License	Account Number
Highlandlake Brewing Company	Brew Pub liquor license	

19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:
- **a.** Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? ☐ ☐
  If "yes" a copy of license must be attached.

20. Club Liquor License applicants answer the following: **Attach a copy of applicable documentation** (Yes / No)
- **a.** Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? ☐ ☐
- **b.** Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain? ☐ ☐
- **c.** How long has the club been incorporated?
- **d.** Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above? ☐ ☐

21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:
- **a.** Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached) ☒ ☐

22. Campus Liquor Complex applicants answer the following:
- **a.** Is the applicant an institution of higher education? ☐ ☐
- **b.** Is the applicant a person who contracts with the institution of higher education to provide food services? ☐ ☐
  If "yes" please provide a copy of the contract with the institution of higher education to provide food services.

23. For all on-premises applicants.
- **a.** For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.

Last Name of Manager	First Name of Manager
Retynski	Shanyn

24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. (Yes / No) ☐ ☒

25. Related Facility - Campus Liquor Complex applicants answer the following: ☐ ☐
- **a.** Is the related facility located within the boundaries of the Campus Liquor Complex?
  If yes, please provide a map of the geographical location within the Campus Liquor Complex.
  If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.
- **b.** Designated Manager for Related Facility- Campus Liquor Complex

Last Name of Manager	First Name of Manager

26. Tax Information. (Yes / No)
- **a.** Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ ☒
- **b.** Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ ☒

27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all **Officers, Directors, General Partners, and Managing Members**. In addition, applicant must list any stockholders, partners, or members with **ownership of 10% or more in the applicant. All persons listed below** must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.

Name	Home Address, City & State	DOB	Position	%Owned
Daniel Louis Akin	13430 Gaylord Street, Thornton, CO	[redacted]	CEO	35
Teresa Ann Van Diest-Akin	13430 Gaylord Street, Thornton, CO	[redacted]	CFO	35
Shanyn Jeanette Retynski	12276 Ivy Court, Brighton, CO	[redacted]	COO	10
Julie Ann Hays	951 E 9th Street, Broomfield, CO	[redacted]	CCO	11
Derrick Dwane Hays	951 E 9th Street, Broomfield, CO	[redacted]	CPO	9

Name	Type of License	Account Number
Highlandlake Brewing Company	Brew Pub Liquor License	

** If applicant is owned 100% by a parent company, please list the designated principal officer on above.
** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (include ownership percentage if applicable)
** If total ownership percentage disclosed here does not total 100%, applicant must check this box:

☐ Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

Oath Of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature	Printed Name and Title	Date
Teresa Ann Van Diest-Akin	Teresa Ann Van Diest-Akin CFO	3-22-24

Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)
April 15, 2024	

For Transfer Applications Only - Is the license being transferred valid? Yes ☐ No ☐

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:

☒ Fingerprinted
☒ Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license

(Check One)

☒ Date of inspection or anticipated date TBD based on construction
☐ Will conduct inspection upon approval of state licensing authority

Local Hearing Date 6/10/2024

	Yes	No
☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000?	☐	☐
☐ Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000?	☐	☐
NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		
☐ Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?	☐	☐

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. **Therefore, this application is approved.**

Local Licensing Authority for	Telephone Number	☒ Town, City ☐ County
Town of Mead	970-805-4182	

Signature	Print	Title	Date
		Town Clerk	4/25/2024
Signature	Print	Title	Date

DR 8495 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Tax Check Authorization, Waiver, and Request to Release Information

I, Teresa Van Diest-Akin

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of

(the "Applicant/Licensee")

Highland lake Brewing Company

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business)

Highlandlake Brewing Company

Social Security Number/Tax Identification Number: 35194723-0000

Home Phone Number:

Business/Work Phone Number: 303-810-3189

Street Address: 333 main Street Unit C

City: mead

State: CO

ZIP Code: 80542

Printed name of person signing on behalf of the Applicant/Licensee: Teresa Ann VanDiest-Akin

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information): Teresa VanDiest-Akin

Date Signed: 3-22-24

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

COLORADO COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT hereinafter known as the **"Lease"** is entered into this 15th day of March, 2024, (**"Effective Date"**) by and between

Mead Victory Investments, LLC. (MVI) with mailing address at: 238 Mulligan Lake Drive Mead, CO 80542 hereinafter referred to as the **"Lessor,"**

And

Highlandlake Brewing Company with mailing address at: 13430 Gaylord St Thornton, CO 80241 hereinafter referred to as the **"Lessee,"** collectively referred to herein as **"the Parties."**

WHEREAS, the Lessor desires to lease the Premises defined herein to the Lessee under the terms and conditions as set forth herein; and

WHEREAS, the Lessor desires to lease the Premises defined herein from the Lessor under the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the covenants and obligations set forth herein and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **THE PREMISES**. In accordance with the terms and conditions of this Lease, the Lessor hereby agrees to lease to the Lessee the property described below together with all the improvements thereto:

Primary Property Lease:
Address: 333 Main Street Mead, CO
Floor/Unit Number/Description: Middle Building (Refer Exhibit A)
Net Floor Area: 3,970 sf

Secondary Property Lease:
Address: 339 Main Street Mead, CO
Floor/Unit Number/Description: Unit B & Yard Area (Refer Exhibit B)
Unit B Floor Area: 400 sf
Patio Area: 3,300 sf

Hereinafter known as the "**Premises**". The Lessee hereby leases and takes from the Lessor the Premises and confirms that the lease area as described above is correct as designated by The Lessor.

2. **PERMITTED USE**. Lessee agrees to continuously and at all times use and occupy the Premises during the Lease Term solely for the Permitted Use(s) as specified below (**"Permitted Use"**):

- *Brewery / Tap Room*

No other use is permitted without prior written approval of Lessor, which approval Lessor may grant or withhold.

3. **LEASE TERM**. The term of this Lease shall commence on 1st day of June, 2024 and shall subsist for a period of five (5) year(s) and zero (0) month(s), and expire on the last day of the Lease term, the 31st day of May, 2029. ("**Lease Term**")

4. **RENEWAL**. The Lessor shall have no obligation to renew the Lease or extend the Lease Term, however, Lessee may request to renew the lease for the additional term of five (5) years and zero (0) months (the "**Renewal Term**") by giving the Lessor a Notice of Request to Renew not later than six (6) months but no earlier than twelve (12) months, prior to the expiration of the Lease Term ("**Renewal Period**"). The Renewal Term shall commence immediately upon the expiration of the Lease Term. In the event of the renewal of this Lease, the terms and conditions of this Lease shall remain in full and effect for the duration of the Renewal Term unless otherwise agreed to in writing by the Parties.

The Rent for the Renewal term shall be based on the then current market rates for comparable premises provided that the Rent upon the Renewal Term shall not increase by more than twenty (20) percent above the Rent payable in the immediately preceding year.

5. **RENT & EXPENSES**. The following provides the basis for rent and expenses due:

- Base Rent = $6,500 (Primary Lease) + $1,000 (Secondary Lease) = $7,500 per month

- Utilities (incl: electricity, water & gas) shall be borne and paid by the Lessee. The Lessee shall pay in advance to Lessor any utilities that are not separately metered. The initial estimate of these utilities is $1,000 per month. This amount will be adjusted and balanced every three (3) months of the lease period.

- Insurance (Casualty and General Liability) The Lessor shall be responsible for obtaining and maintaining casualty insurance for the Premises for losses against fire. The estimated prorated cost to the lessee for the lease areas is $300 per month.

- Taxes: Lessee shall be responsible for paying the prorated portion of the assessed property tax for each year of this lease based on the following calculation:

    - 333 Main: The leased space is one third (1/3) of the total commercial area and the most recent assessed property tax was $15,978.94 total and $12,984.50 on the commercial value, therefore the prorated taxes owed is currently $4,328.16 annually allocated monthly at $360.00 per month.

    - 339 Main: The leased space is one third (1/3) of the total commercial area and the most recent assessed property tax was $1,797.10 total commercial value, therefore the prorated taxes owed is $600.00 annually allocated monthly at $50.00 per month.

Therefore, Lessee shall pay the net amount of $9,210.00 for every month for the duration of the Lease (herein after referred to as "**Rent**"). The rent shall be payable every 1st day of the month ("Due Date"), every month for the duration of the lease notwithstanding that the Due Date falls on a weekend or public holiday. Any amount collected (deficient or excess) shall be balanced with 30 days of notice of the same.

6. **MISCELLANEOUS EXPENSES**. The Parties agree that the responsibility for the expenses in relation to this Lease shall be borne as follows:

a. **Maintenance.** Lessor shall be responsible for the structural stability of the building and roof system. The Lessor shall also provide a common dumpster for use by the Tenants of the 333 and 339 Main Street. The Lessee shall be responsible for all other maintenance including but not limited to: Janitorial and pest control services; Grease traps, drainage and pipes maintenance;

Lawn maintenance; Snow removal; HVAC Maintenance; all Interior repairs and non-structural or exterior roof related repairs..

b. **Insurance.** The Lessee shall procure and maintain a valid Comprehensive General Liability Insurance indemnifying the Lessor with minimum coverage of $1,000,000 for personal injury and $2,000,000 for damage to property in addition to any equipment or personal/business belongings kept on the Property.

c. **Taxes.** The Lessee shall bear all Taxes and fees that are payable under Laws in connection with their business operations such as sales tax, other payments made by the Lessee, the Lessee's interests under this Lease, the Lessee's improvements and property at the Premises, and the Lessee's activities at the Premises.

7. **COMMON AREAS.** The Lessor shall at all times have exclusive management and control of the Common Areas for any purpose or in any manner that it deems necessary or appropriate. The Lessor reserves the right to remove, relocate or otherwise change or carry out any alteration or addition or other works to the Common Areas. The Lessor shall not be liable to Lessee for any damage incidental to the exercise of its rights under this section, provided that such damage is not accompanied by any fault, negligence or bad faith on the part of the Lessor or his agents. The Lessee shall abide by the Lessor's rules and management of the Common Areas.

"**Common Areas**" refers to those portions of the structure in which the Premises and located and areas surrounding the Premises including the driveways, entrances and exits, pedestrian passageways, walkways, loading docks, landscaped and streetscaped areas, any on-site parking areas, facilities (such as escalators, and lifts), installations (such as doors, windows, electrical installations and wiring), water and drainage pipes, gas pipes, fire systems, security and air-conditioning facilities, and all other areas or improvements which may be provided by Lessor from time to time for the general use of tenants of the structure in which the Premises and located and areas surrounding the Premises and their respective employees, guests, patrons, suppliers, licensees and other invitees.

8. **SECURITY DEPOSIT**. Lessee shall deposit with Lessor the amount of $8,000 to secure the faithful performance of the terms and conditions of this Lease (the **"Security Deposit"**) on or before the execution of this Lease. The Security Deposit shall be held by Lessor free of interest throughout the Lease Term.

Except in the event that the same has been forfeited by the Lessee, the Security Deposit shall be returned to the Lessee within sixty (60) days after the termination of the Lease.

9. **ALTERATIONS AND IMPROVEMENTS.** No alterations to or improvements on the Premises shall be made by the Lessee without prior express consent of the Lessor to the same in writing. The Lessor agrees to not unreasonably withhold consent to reasonably necessary alterations or improvements. The Lessee shall ensure compliance with any and all applicable laws, rules, ordinances and codes when undertaking any alteration or improvement to the Premises.

A. **Unauthorized Alterations or Improvements.** In the event that the Lessee shall undertake alterations or improvements relating to the Premises in violation of this section the same shall be considered a material breach of this Lease and shall put the Lessee in default. The Lessor may, upon the Lessor's discretion, require the Lessee to undo the alterations or improvements and restore the Premises to the its condition prior to any unauthorized alteration or improvement at the sole expense of the Lessee.
B. **Ownership of Alterations and Improvements.** In all cases of alterations, improvements, changes, accessories and the like that cannot be removed from the Premises without destroying or

otherwise deteriorating the Premises or any surface thereof shall, upon creation, become the Lessor's property without need for any further transfer, delivery or assignment thereof.

10. **COMPLIANCE WITH LAW.** The Lessee undertakes to comply with and abide by, at its sole expense, any and all Federal or Colorado state laws, municipal or county ordinances, rules, regulations, codes and all other issuances from authorized government authorities respecting the Premises and the Lessee's occupation and use thereof, including but not limited to obtaining all pertinent licenses and permits and maintaining copies thereof in the Premises.

11. **OBLIGATIONS OF THE LESSEE:**

A. The Lessee shall keep the premises in a clean, sanitary, neat and presentable condition.

B. The Lessee shall be responsible for the repairs, outside of ordinary wear and tear, of any part of the Premises that do not affect the structural parts of the building or structure in which it is located or those that are generally considered as minor repair (**"Minor Repairs"**) including but not limited to replacing light bulbs, cleaning or repairs of windows, doors, toilets and similar appurtenances.

C. The Lessee shall, at its sole expense restore, repair and/or rectify any damage, outside of ordinary wear and tear, to the Premises caused by the Lessee or others that the lessee permits into the Premises that are not covered or compensable by any insurance.

12. **ASSIGNMENT.** The Lessee acknowledges that this Lease is not transferrable and that the Lessee may not assign the Lease, any part of the Lease or any of the rights or obligations herein without the prior express and written consent of the Lessor. The Lessee shall not sublet, sublease or otherwise grant any other party any license or right in relation to the Premises or this Lease without such consent. Any license, assignment, sublease or agreement in violation of this clause shall be null and void with no legal force whatsoever.

13. **RIGHT OF ENTRY.** The Lessor shall, upon giving one (1) days' notice, be granted by the Lessee access and allowed by the latter to enter the Premises to make necessary inspections, repairs or alterations on the property, or pursuant to any lawful purpose as the Lessor, provided that the time of entry requested is reasonable considering the purpose.

14. **DAMAGE TO LEASED PREMISES.** If the event that the Premises and/or the structure or building in which it is located is damaged or destroyed by fire or other casualty without the fault or negligence of the Lessee or his agents, the Lessor shall, at its own expense, repair the damaged portion, the Premises, structure and/or building to restore the same to substantially the condition in which it was handed over to Lessee. The Rent shall be abated until such repairs are completed.

In the event such repair cannot be accomplished or of total destruction the Lease shall cease and terminate with no early termination or other liability accruing to either of the Parties.

15. **DEFAULT AND POSSESSION.** If Rent is not paid within four (4) days of the Due Date, the Rent shall be considered past due and a late fee of $100.00 of the Rent past due shall be applied for every day Rent is late.

In the event that the Lessee fails to pay Rent on the Due date or is in default of any of the terms of this Lease, the Lessor shall promptly provide the Lessee with a notice of such default, informing the Lessee that failure to rectify the same within thirty (30) days. Should the Lessee fail to rectify the same within the thirty (30) days after receiving such Notice of Default, the Lessor may terminate this Lease and recover the Premises from the Lessee. In such an event, the Lessor may hold the Lessee's possessions found in the Premises as security until sums owed by the Lessee has been paid.

16. **SURRENDER OF PREMISES.** On or before 11:59 P.M. on the last day of the Lease Term, the Lessee shall deliver up vacant possession of the Premises to Lessor more or less in the condition it was delivered to the Lessee, save ordinary wear and tear, and the Parties shall carry out the inspection of the Premises and shall sign a handover form jointly prepared and signed by Parties to confirm the condition and handover of the Premises. The Lessee shall also return all keys and other devices giving access to any part of the Premises and the building or structure in which it is located.

Without prejudice to the foregoing, the Lessee shall at its expense, at the request of Lessor, immediately make good any deficiencies identified during the handover inspection and remove from the Premises any alterations, fixtures or property of Lessee that Lessor requests to be removed, provided that the same were not existing in the Premises delivered by the Lessor or do not consist of alterations or improvements consented to by the Lessor as provided in Section 9 hereof.

Failure of the Lessee to return the Premises to Lessor in accordance with the above, shall entitle the Lessor to enter the Premises and carry out appropriate repair to the Premises and removal of any property of Lessee and any cost so incurred shall be borne by Lessee. All property left in the Premises by Lessee shall be deemed to have been abandoned by Lessee and Lessor shall be entitled to dispose of the same as Lessor deems appropriate.

17. **INDEMNIFICATION.** The Lessor shall not be liable for any injury to the Lessee or any other persons or property entering the Premises occurring within the Premises during the Lease Term. Neither shall the Lessor be liable for any damage to the structure within which the Premises is located or any part thereof. The Lessor hereby agrees to hold the Lessor harmless from and indemnify the Lessor for any and all claims or damage not arising solely from the Lessor's acts, omission, fault or negligence.

18. **GOVERNING LAW.** This Lease shall be governed by and its terms and conditions be interpreted according to the laws of the State of Colorado.

19. **NOTICE.** All notices in relation to this Lease shall be delivered to the following addresses:

To the Lessee at the address: 238 Mulligan Lake Drive
Mead, CO 80542

and

To Lessor at the address: 13430 Gaylord St
Thornton, CO 80241

20. **SEVERABILITY.** Should any provision of this Lease be found, for whatever reason, invalid or unenforceable, such nullity or unenforceability shall be limited to those provisions. All other provisions herein not affected by such nullity or dependent on such invalid or unenforceable provisions shall remain valid and binding and shall be enforceable to the full extent allowed by law.

21. **BINDING EFFECT.** The terms, obligations, conditions and covenants of this Lease shall be binding on Lessee, the Lessor, their heirs, legal representatives and successors in interest and shall inure to the benefit of the same.

22. **ENTIRE AGREEMENT.** This Lease and, if any, attached documents are the complete agreement between the Lessor and the Lessee concerning the Premises. There are no oral agreements, understandings, promises, or representations between the Lessor and the Lessee affecting this Lease. All prior negotiations and understandings, if any, between the Parties hereto with respect to the Premises shall be of no force or effect and shall not be used to interpret this Lease. No modification or alteration to the

terms or conditions of this Lease shall be binding unless expressly agreed to by the Lessor and the Lessee in a written instrument signed by both Parties.

Individual signatories represent that they are representatives of the Lessor legal entity authorized to sign on behalf of the same and personally guarantee the Terms of the Lease.

IN WITNESS WHEREOF, the parties hereto set their hands and seal this 15th day of March, 20 24.

Lessee's Signature **Printed Name**

Teresa Van Dest-Akin Teresa Van Dest-Akin

Daniel L. Akin Daniel L. Akin

ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF COLORADO
Weld County, ss.
On this 15th day of March, 20 24, before me appeared _____, as **LESSOR** of this Commercial Lease Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

SAYRA JOHANNA DOMINGUEZ GALINDO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224020203
MY COMMISSION EXPIRES JULY 08, 2025

Sayra Johanna Dominguez Galindo
Notary Public
My commission expires: 07/08/25

Lessor's Signature **Printed Name**

Brad L. Hagen Brad L. Hagen

_____ _____

ACKNOWLEDGMENT OF NOTARY PUBLIC

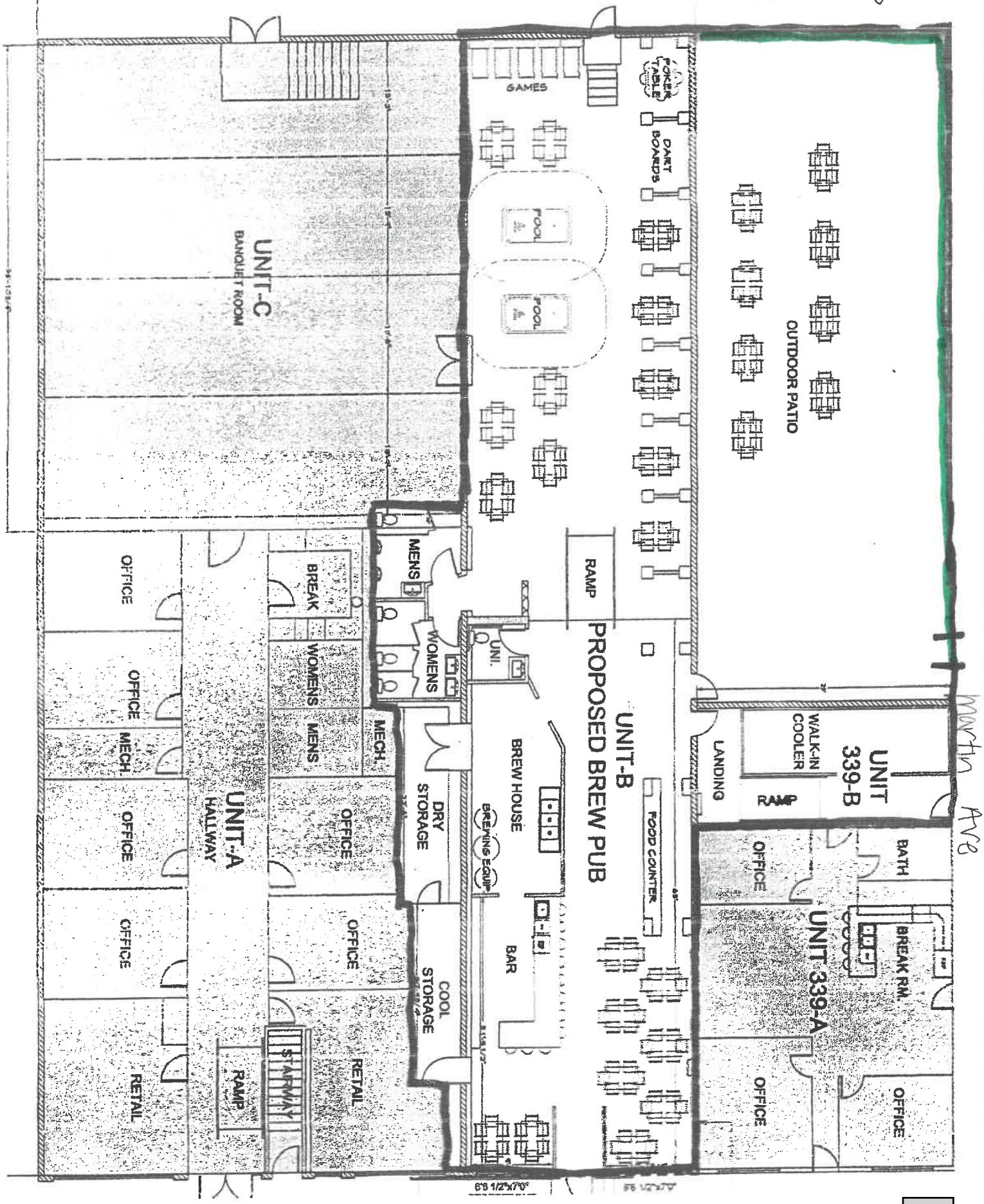
STATE OF COLORADO
Weld County, ss.
On this 15th day of March, 20 24, before me appeared _____, as **LESSEE** of this Commercial Lease Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

SAYRA JOHANNA DOMINGUEZ GALINDO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224020203
MY COMMISSION EXPIRES JULY 08, 2025

Sayra Johanna Dominguez Galindo
Notary Public
My commission expires: 07/08/2025

15'-9" Public Alley

spilt rail fence

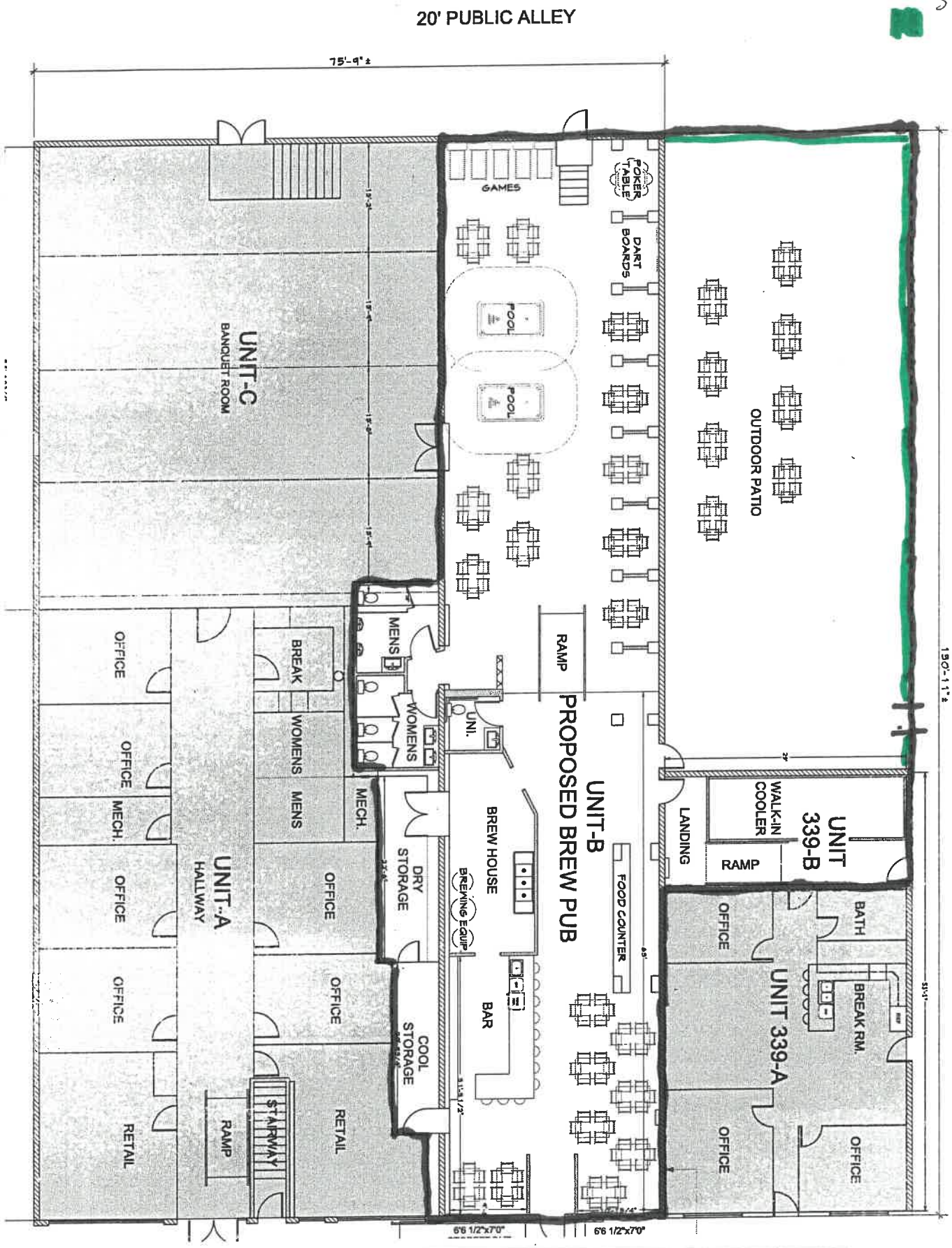


Martin Ave

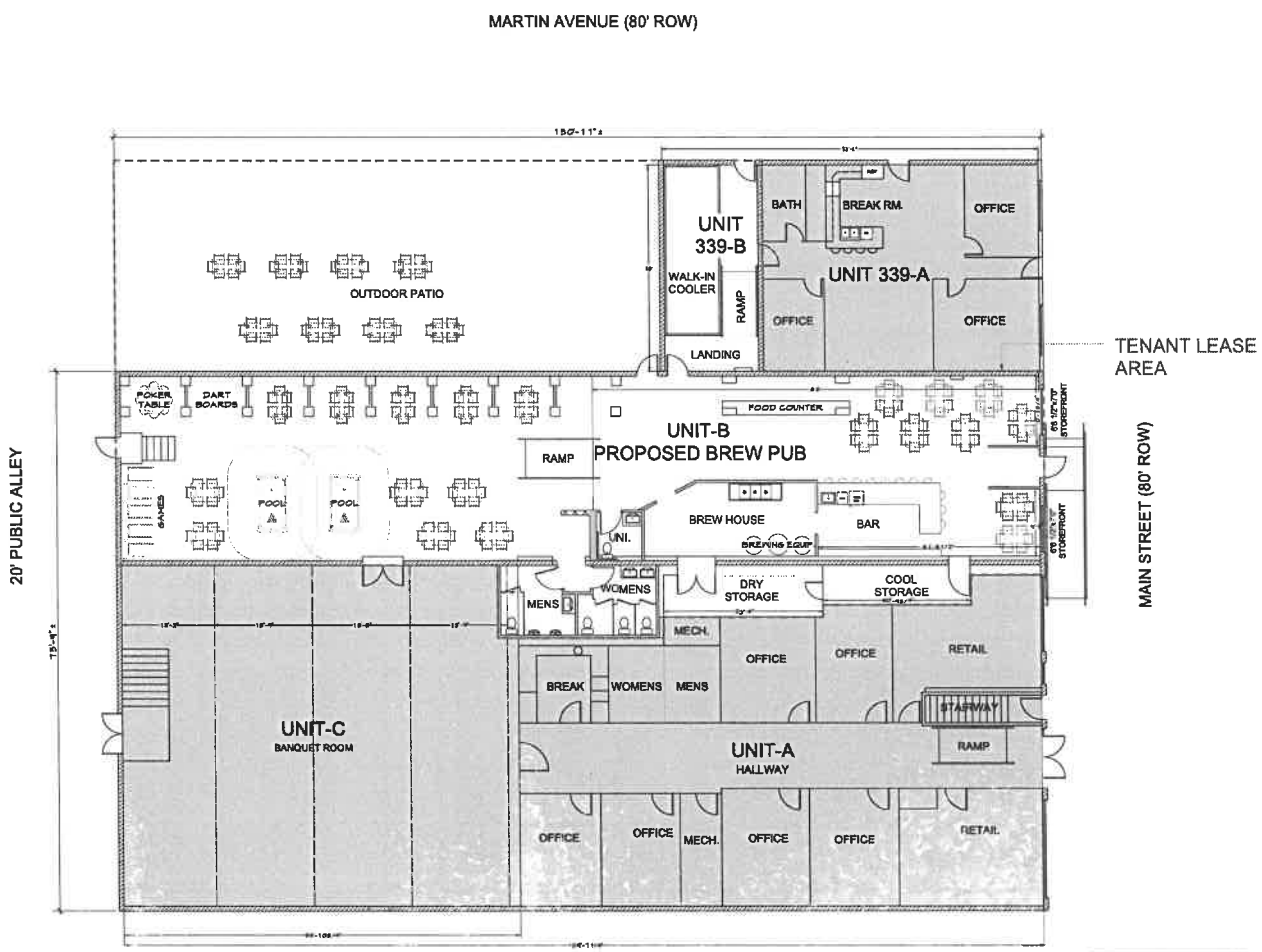
Main Street

North

Split rail fence



MARTIN AVENUE (80' ROW)



MAIN FLOOR PLAN
1/8"=1'-0"

FLOOR PLAN PROVIDED BY PROPERTY OWNER. CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS ON SITE. NOTIFY ARCHITECT OF ANY CONDITION THAT DOES NOT AGREE WITH DRAWINGS.

WALL LEGEND

- EXISTING STUD WALLS TO REMAIN
- EXISTING MASONRY WALLS TO REMAIN
- NEW STUD WALL 1-HOUR RATED SEE DETAIL 1/A1
- NEW STUD WALL 1-HOUR RATED SEE DETAIL 1/A1.1

SEE WALL DETAILS SHEET A1.2

stewart ARCHITECTURE
1132 JEFFERSON AVE.
LOUISVILLE, CO 80027
303. 595. 6885

Seal:

Prepared for:
HIGHLANDLAKE BREWING COMPANY

HIGHLANDLAKE BREWING COMPANY

333 MAIN ST. UNIT B, MEAD CO, 80542

LOTS 5,7,9 BLOCK 11, TOWN OF MEAD, WELD COUNTY, COLORADO

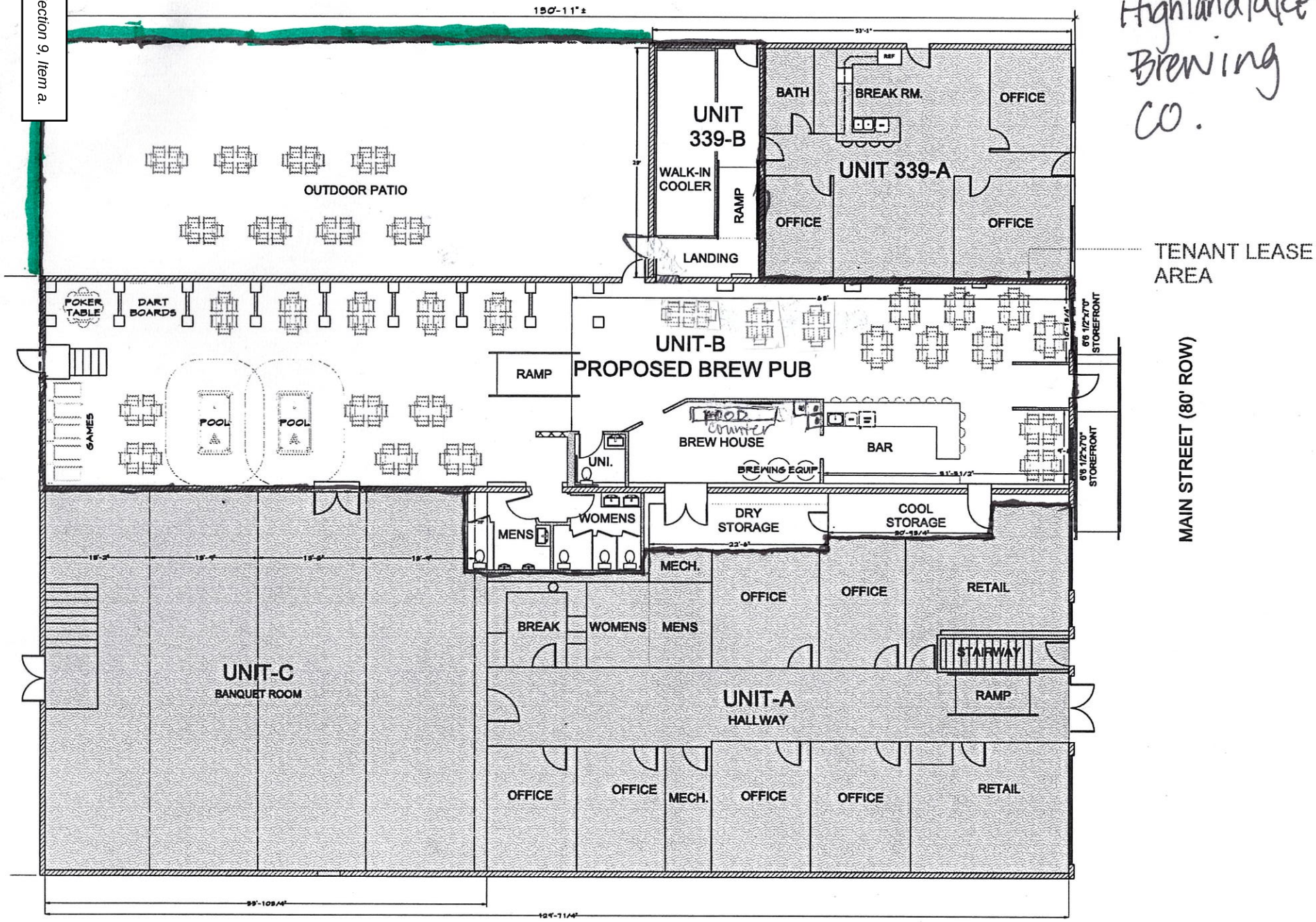
Issue:
Date Comments Init.

TENANT PLAN EXHIBIT
03/26/2024
NOT FOR CONSTRUCTION

Sheet Title
1st Fl

Sheet No.
A

Highland Lake Brewing Co.



FLOOR PLAN PROVIDED BY PROPERTY OWNER. CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS ON SITE. NOTIFY ARCHITECT OF ANY CONDITION THAT DOES NOT AGREE WITH DRAWINGS.

MAIN FLOOR PLAN

1/8"=1'-0"

N

0 8 12 FT

WALL LEGEND

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

OF

Highlandlake Brewing Company LLC.

This Multi-Member LLC Operating Agreement ("Agreement") represents Highlandlake Brewing Company LLC. that was formed in the State of Colorado on 11-15-2017 ("Company").

The following represents the initial **5 Member(s)** of the Company and their respective ownership interest:

Daniel L. Akin, of 13430 Gaylord St., Thornton , Colorado, 80241, and has 35% ownership in the Company;

Teresa VanDiest-Akin, of 13430 Gaylord St., Thornton, Colorado, 80241, and has 35% ownership in the Company;

Derrick Hays, of 951 E. 9Th Ave., Broomfield, Colorado, 80020, and has 9% ownership in the Company;

Julie Hays, of 951 E. 9Th. Ave., Broomfield, Colorado, 80020, and has 11% ownership in the Company; and

Shanyn Retynski, of 9727 W. 99Th. PL., Westminster, Colorado, 80021, and has 10% ownership in the Company.

("Member(s)")

WHEREAS the Member(s) desire to create a limited liability company under the laws of the State of Colorado and set forth the terms herein of the Company's operation and the relationship between the Member(s).

THEREFORE, in consideration of the mutual covenants set forth herein and other valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Member(s) and the Company agree as follows:

1. Name and Principal Place of Business.

The name of the Company is Highlandlake Brewing Company LLC. with a principal place of business at 333 Main St., unit B., Mead, Colorado, 80542. The mailing address shall be 13430 Gaylord St., Thornton, Colorado, 80241.

2. Registered Agent.

The name of the Registered Agent is Daniel Akin with a registered office located at 13430 Gaylord St., Thornton, Colorado, 80241 for the service of process as of March 24 2024 ("Registered Agent"). The Registered Agent may change at any time by the Company filing an amendment with the Secretary of State, or respective office, in the State of Colorado.

3. Formation.

The Company was formed on 11-15-2017, when the Member(s) filed the Articles of Organization with the office of the Secretary of State pursuant to the statutes governing limited liability companies in the State of Colorado (the "Statutes").

4. Purpose.

The purpose of the Company is to engage in and conduct any and all lawful businesses, activities or functions, and to carry on any other lawful activities in connection with or incidental to the foregoing, as the Member(s) in their discretion shall determine.

5. Term.

The term of the Company shall continue in perpetuity commencing on the filing of the Articles of Organization of the Company while continuing until terminated under the provisions set forth herein.

6. Member(s) Capital Contributions.

Capital contributions to the Company shall be made by 5 Members:

Daniel Akin shall be contributing $50,000 Cash The Capital Contribution made by the Member shall be paid back to the Member before any profits are distributed by the Company.

Teresa Van Diest-Akin shall be contributing $50,000 Cash The Capital Contribution made by the Member shall be paid back to the Member before any profits are distributed by the Company.

Shanyn Retynski shall be contributing $5,000 Cash The Capital Contribution made by the Member shall be paid back to the Member before any profits are distributed by the Company.

Julie Hays shall be contributing $10,000 Cash The Capital Contribution made by the Member shall be paid back to the Member before any profits are distributed by the Company.

Derrick Hays shall be contributing $10,000 time and services (Paperwork/fillings with SOS/paperwork for TTB/research/advertising) The Capital Contribution made by the Member shall be paid back to the Member before any profits are distributed by the Company.

Hereinafter known as the "Contributor(s)".

The Contributor(s) shall have no right to withdraw or reduce their contributions to the capital of the Company until the Company has been terminated unless otherwise set forth herein. The Contributor(s) shall have no right to demand and receive any distribution from the Company in any form other than cash, and Member(s) shall not be entitled to interest on their capital contributions to the Company.

The liability of the Contributor(s) for the losses, debts, liabilities, and obligations of the Company shall be limited to the amount of the capital contribution plus any distributions paid to such Contributor(s)

individually, such as the Contributor's share of any undistributed assets of the Company; and (only to the extent as might be required by applicable law) any amounts previously distributed to such Contributor(s) by the Company.

7. Distributions.

For the purposes of this Agreement, "net profits" and "net losses" mean the profits or losses of the Company resulting from the conduct of the Company's business, after all expenses, including depreciation allowance, incurred in connection with the conduct of its business for which such expenses have been accounted.

The term "Cash Receipts" shall mean all Cash Receipts of the Company from whatever source derived, including without limitation capital contributions made by the Member(s); the proceeds of any sale, exchange, condemnation or other disposition of all or any part of the assets of the Company; the proceeds of any loan to the Company; the proceeds of any mortgage or refinancing of any mortgage on all or any part of the assets of the Company; the proceeds of any insurance policy for fire or other casualty damage payable to the Company; and the proceeds from the liquidation of assets of the Company following termination.

The term "Capital Transactions" shall mean any of the following: the sale of all or any part of the assets of the Company; the refinancing of mortgages or other liabilities of the Company; the receipt of insurance proceeds; and any other receipts or proceeds are attributable to capital.

A "Capital Account" for the Member shall be maintained by the Company. The Member's Capital Account shall reflect the Member's capital contributions and increases for any net income or gain of the Company. The Member's Capital Account shall also reflect decreases for distributions made to the Member and the Member's share of any losses and deductions of the Company.

At the sole decision of the Members, the net profits and net losses of the Company (other than from Capital Transactions), and each item of income, gain, loss, deduction or credit entering into the computation thereof, shall be credited or charged, as the case may be, to the capital accounts of each Member in proportion to the Members' Percentage Interests. The net profits of the Company from Capital Transactions shall be allocated in the following order of priority: (a) to offset any negative balance in the capital accounts of the Member(s) in proportion to the amounts of the negative balance in their respective capital accounts, until all negative balances in the capital accounts have been eliminated; then (b) to the Member(s) in proportion to the Members' Percentage Interests. The net

losses of the Company from Capital Transactions shall be allocated in the following order of priority: (a) to the extent that the balance in the capital accounts of any Member(s) are in excess of their original contributions, to such Member(s) in proportion to the excess balances until all such excess balances have been reduced to zero; then (b) to the Member(s) in proportion to the Members' Percentage Interests.

The Cash Receipts of the Company shall be applied in the following order of priority: (a) to the payment of interest or amortization on any mortgages on the assets of the Company, amounts due on debts and liabilities of the Company other than those due to any Member(s), costs of the construction of the improvements to the assets of the Company and operating expenses of the Company; (b) to the payment of interest and establishment of cash reserves determined by the Member(s) to be necessary or appropriate, including without limitation, reserves for the operation of the Company's business, construction, repairs, replacements, taxes and contingencies; and (c) to the repayment of any loans made to the Company by any Member(s). Thereafter, the Cash Receipts of the Company shall be distributed among the Member(s) as hereafter provided.

Except as otherwise provided in this Agreement or otherwise required by law, distributions of Cash Receipts of the Company, other than from Capital Transactions, shall be allocated among the Member(s) in proportion to the Members' Percentage Interests.

Except as otherwise provided in this Agreement or otherwise required by law, distributions of Cash Receipts from Capital Transactions shall be allocated in the following order of priority: (a) to the Member(s) in proportion to their respective capital accounts until each Member has received cash distributions equal to any positive balance in their capital account; then (b) to the Member(s) in proportion to the Members' Percentage Interests.

It is the intention of the Member(s) that the allocations under this Agreement shall be deemed to have "substantial economic effect" within the meaning of Section 704 of the Internal Revenue Code and Treas. Reg. Section 1.704-1. Should the provisions of this Agreement be inconsistent with or in conflict with Section 704 of the Code or the Regulations thereunder, then Section 704 of the Code and the Regulations shall be deemed to override the contrary provisions thereof. If Section 704 or the Regulations at any time require that limited liability company operating agreements contain provisions which are not expressly set forth herein, such provisions shall be incorporated into this Agreement by reference and shall be deemed a part of this Agreement to the same extent as though they had been expressly set forth herein.

8. Books, Records, and Tax Returns.

The Member(s), or their designees, shall maintain complete and accurate records and books of the Company's transactions in accordance with generally accepted accounting principles.

The Company shall furnish each Member, within seventy-five (75) days after the end of each fiscal year, an annual report of the Company including a balance sheet, a profit and loss statement, a capital account statement; and the amount of such Member's share of the Company's income, gain, losses, deductions, and other relevant items for federal income tax purposes.

The Member(s) intends that the Company shall be taxed as a S-Corporation in accordance with the provisions of the Internal Revenue Code. The Company shall prepare all Federal, State, and local income tax and information returns for the Company and shall cause such tax and information returns to be timely filed. Within seventy-five (75) days after the end of each fiscal year, the Company shall forward to each person who was a Member during the preceding fiscal year a true copy of the Company's information return filed with the Internal Revenue Service for the preceding fiscal year.

All elections required or permitted to be made by the Company under the Internal Revenue Code, and the designation of a tax matters partner pursuant to Section 6231(a)(7) of the Internal Revenue Code for all purposes permitted or required by the Code, shall be made by the Company by the affirmative vote or consent of Member(s) holding a majority of the Members' Percentage Interests.

Upon request, the Company shall furnish to each Member a current list of the names and addresses of all of the Member(s) of the Company, and any other persons or entities having any financial interest in the Company.

9. Bank Accounts.

All funds of the Company shall be deposited in the Company's name in a bank account or accounts as chosen by the Member(s). Withdrawals from any bank accounts shall be made only in the regular course of business of the Company and shall be made upon such signature or signatures as the Member(s) from time to time may designate.

10. Management of the Company.

The business and affairs of the Company shall be conducted and managed by the Members in accordance with this Agreement and the laws of the State of Colorado.

Except as expressly provided elsewhere in this Agreement, all decisions respecting the management, operation, and control of the business and affairs of the Company and all determinations made in accordance with this Agreement shall be made by a vote of over fifty percent (50%) of the Members' ownership-interest.

Notwithstanding any other provision of this Agreement, the Member(s) shall not sell, exchange, lease, assign or otherwise transfer all or substantially all of the assets of the Company; sell, exchange, lease (other than space leases in the ordinary course of business), assign or transfer the Company's assets; mortgage, pledge or encumber the Company's assets other than is expressly authorized by this Agreement; prepay, refinance, modify, extend or consolidate any existing mortgages or encumbrances; borrow money on behalf of the Company; lend any Company funds or other assets to any person; establish any reserves for working capital repairs, replacements, improvements or any other purpose; confess a Judgment against the Company; settle, compromise or release, discharge or pay any claim, demand or debt, including claims for insurance; approve a merger or consolidation of the Company with or into any other limited liability company, corporation, partnership or other entity; or change the nature or character of the business of the Company without a vote of over fifty percent (50%) of the Members' ownership-interest.

The Member(s) shall receive such sums for compensation as Member(s) of the Company as may be determined from time to time by the affirmative vote or consent of Member(s) holding a majority of the Members' Percentage Interests.

11. Meetings of Member(s).

The annual meeting of the Member(s) shall be held on the 1st of January (day/month) at the principal office of the Company or at such other time and place as the Member(s) determine, for the purpose of transacting such business as may lawfully come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day.

The Member(s) may by resolution prescribe the time and place for the holding of regular meetings and may provide that the adoption of such resolution shall constitute notice of such regular meetings.

Special meetings of the Member(s), for any purpose or purposes, may be called by any Member(s) (or such other number of Member(s) as the Member(s) from time to time may specify).

Written or electronic notice stating the place, date, and time of the meeting, the means of electronic video screen communication or transmission, if any, and describing the purposes for which the meeting is called, shall be delivered not fewer than ten (10) days and not more than sixty (60) days before the date of the meeting to each Member, by or at the direction of the Manager or the Member(s) calling the meeting, as the case may be.

At any meeting of the Member(s), the presence of Member(s) holding a majority of the Members' Percentage Interests, as determined from the books of the Company, represented in person or by proxy, shall constitute a quorum for the conduct of the general business of the Company. However, if any particular action by the Company shall require the vote or consent of some other number or percentage of Member(s) pursuant to this Agreement, a quorum for the purpose of taking such action shall require such other number or percentage of Member(s). If a quorum is not present, the meeting may be adjourned from time to time without further notice, and if a quorum is present at the adjourned meeting, any business may be transacted which might have been transacted at the meeting as originally notified. The Member(s) present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Member(s) to leave less a quorum.

At all meetings of the Member(s), a Member may vote by proxy executed in writing by the Member or by a duly authorized attorney-in-fact of the Member. Such proxy shall be filed with the Company before or at the time of the meeting.

A Member of the Company who is present at a meeting of the Member(s) at which action on any matter is taken shall be presumed to have assented to the action taken, unless the dissent of such Member shall be entered in the minutes of the meeting or unless such Member(s) shall file a written dissent to such action with the person acting as the secretary of the meeting before the meeting's adjournment. Such right to dissent shall not apply to Member(s) who voted in favor of such action.

Unless otherwise provided by law, any action required to be taken at a meeting of the Member(s), or any other action which may be taken at a meeting of the Member(s), may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Member(s) entitled to vote with respect to the subject.

Member(s) of the Company may participate in any meeting of the Member(s) by means of conference telephone or similar communication if all persons participating in such meeting can hear one another for the entire discussion of the matters to be voted upon. Participation in a meeting pursuant to this paragraph shall constitute presence in person at such meeting.

12. Assignment of Interests.

Except as otherwise provided in this Agreement, no Member(s) or other person holding interest in the Company may assign, pledge, hypothecate, transfer or otherwise dispose of all or any part of their interest in the Company, including without limitation, the capital, profits or distributions without the vote consisting of the majority Members' ownership percentage interest in the Company.

A Member may assign all or any part of such Member's interest in the allocations and distributions of the Company to any of the following (collectively the "permitted assignees"): any person, corporation, partnership or other entity as to which the Company has permitted to the assignment of such interest in the allocations and distributions of the Company in accordance with Section 14 of this Agreement. An assignment to a permitted assignee shall only entitle the permitted assignee to the allocations and distributions to which the assigned interest is entitled unless such permitted assignee applies for admission to the Company and is admitted to the Company as a Member in accordance with this Agreement.

The Member(s) agree that Member(s) may voluntarily withdraw from the Company only with the approval, vote, or consent consisting of the majority Members' ownership percentage interest. Unless the withdrawing member's ownership interest was sold, it shall be transferred to the remaining Member(s) in the Company at the same ownership interest percentage ratio that exists at the time of withdrawal. After being removed from the Company, the withdrawing Member shall be unequivocally released from any legal or financial liability that is related to the Company unless otherwise agreed upon.

An assignment, pledge, hypothecation, transfer, or other disposition of all or any part of the interest of a Member in the Company or other person holding any interest in the Company in violation of the provisions hereof shall be null and void for all purposes.

No assignment, transfer, or other disposition of all or any part of the interest of any Member permitted under this Agreement shall be binding upon the Company unless and until a duly executed and

acknowledged counterpart of such assignment or instrument of transfer, in form and substance satisfactory to the Company, has been delivered to the Company.

No assignment or other disposition of any interest of any Member may be made if such assignment or disposition, alone or when combined with other transactions, would result in the termination of the Company within the meaning of Section 708 of the Internal Revenue Code or under any other relevant section of the Code or any successor statute. No assignment or other disposition of any interest of any Member may be made without an opinion of counsel satisfactory to the Company that such assignment or disposition is subject to an effective registration under, or exempt from the registration requirements of, the applicable Federal and State securities laws. No interest in the Company may be assigned or given to any person below the age of 21 years or to a person who has been adjudged to be insane or incompetent.

Anything herein contained to the contrary, the Company shall be entitled to treat the record holder of the interest of a Member as the absolute owner thereof and shall incur no liability by reason of distributions made in good faith to such record holder, unless and until there has been delivered to the Company the assignment or other instrument of transfer and such other evidence as may be reasonably required by the Company to establish to the satisfaction of the Company that an interest has been assigned or transferred in accordance with this Agreement.

13. Right of First Refusal.

If a Member desires to sell, transfer or otherwise dispose of all or any part of their interest in the Company, such Member (the "Selling Member") shall first offer to sell and convey such interest to the other Member(s) of the Company before selling, transferring or otherwise disposing of such interest to any other person, corporation or other entity. Such offer shall be in writing, shall be given to every other Member, and shall set forth the interest to be sold, the purchase price to be paid, the date on which the closing is to take place (which date shall be not less than thirty nor more than sixty (60) days after the delivery of the offer), the location at which the closing is to take place, and all other material terms and conditions of the sale, transfer or other disposition.

Within fifteen (15) days after the delivery of said offer, the other Member(s) shall deliver to the Selling Member a written notice either accepting or rejecting the offer. Failure to deliver said notice within said fifteen (15) days conclusively shall be deemed a rejection of the offer. Any or all of the other Member(s) may elect to accept the offer, and if more than one of the other Member(s) elects to accept the offer, the interest being sold and the purchase price, therefore, shall be allocated among the

Member(s) so accepting the offer in proportion to their Members' Percentage Interests, unless they otherwise agree in writing.

If any or all of the other Member(s) elect to accept the offer, then the closing of title shall be held in accordance with the offer, and the Selling Member shall deliver to the other Member(s) who have accepted the offer an assignment of the interest being sold by the Selling Member, and said other Member(s) shall pay the purchase price prescribed in the offer.

If no other Member accepts the offer, or if the Member(s) who have accepted such offer default in their obligations to purchase the interest, then the Selling Member, within one-hundred and twenty (120) days after the delivery of the offer, may sell such interest to any other person or entity at a purchase price which is not less than the purchase price prescribed in the offer and upon the terms and conditions which are substantially the same as the terms and conditions set forth in the offer, provided all other applicable requirements of this Agreement are complied with. An assignment of such interest to a person or entity who is not a Member of the Company shall only entitle such person or entity to the allocations and distributions to which the assigned interest is entitled unless such person or entity applies for admission to the Company and is admitted to the Company as a Member in accordance with this Agreement.

If the Selling Member does not sell such interest within said one-hundred and twenty (120) days, then the Selling Member may not thereafter sell such interest without again offering such interest to the other Member(s) in accordance with this Agreement.

14. Admission of New Member(s).

The Company may admit new Member(s) (or transferees of any interests of existing Member(s)) into by the purchase or transfer of another Member's ownership interest and a vote for adding the new Member consisting of the majority Members' ownership percentage interest in the Company.

As a condition to the admission of a new Member, such Member shall execute and acknowledge such instruments, in form and substance satisfactory to the Company, as the Company may deem necessary or desirable to effectuate such admission and to confirm the agreement of such Member to be bound by all of the terms, covenants, and conditions of this Agreement, as the same may have been amended. Such new Member shall pay all reasonable expenses in connection with such admission, including without limitation, reasonable attorneys' fees and the cost of the preparation, filing or publication of

any amendment to this Agreement or the Articles of Organization, which the Company may deem necessary or desirable in connection with such admission.

No new Member shall be entitled to any retroactive allocation of income, losses, or expense deductions of the Company. The Company may make pro-rata allocations of income, losses, or expense deductions to a new Member for that portion of the tax year in which the Member was admitted in accordance with Section 706(d) of the Internal Revenue Code and regulations thereunder.

In no event shall a new Member be admitted to the Company if such admission would be in violation of applicable Federal or State securities laws or would adversely affect the treatment of the Company as a partnership for income tax purposes.

15. Sale of Company.

The sale of the Company, either partially or in its entirety, shall only be approved by a vote of over fifty percent (50%) of the Members' ownership-interest. Any purchase agreement that is presented to the Company shall be reviewed by up to fifteen (15) days by the Member(s) and put up to a vote within a seven (7) day period thereafter. At the option of any Member, the vote may be delayed by up to thirty (30) days to review the details of the purchase.

If an agreement to sell the Company is approved by the Member(s), then all sale proceeds shall first be paid to the debt of the Company unless the Buyer is accepting some or all of the debt as part of the purchase. All remaining proceeds shall be dispersed in relation to each Member's percent ownership-interest in the Company.

16. Withdrawal Events.

In the event of the death, retirement, withdrawal, expulsion, or dissolution of a Member, or an event of bankruptcy or insolvency, as hereinafter defined, with respect to a Member, or the occurrence of any other event which terminates the continued membership of a Member in the Company pursuant to the Statutes (each of the foregoing hereinafter referred to as a "Withdrawal Event"), the Company shall terminate sixty (60) days after notice to the Member(s) of such withdrawal Event unless the business of the Company is continued as hereinafter provided.

Notwithstanding a Withdrawal Event with respect to a Member, the Company shall not terminate, irrespective of applicable law, if within the aforesaid sixty-day period the remaining Member(s), by the unanimous vote or consent of the Member(s) (other than the Member who caused the Withdrawal Event), shall elect to continue the business of the Company.

In the event of a Withdrawal Event with respect to a Member, any successor in interest to such Member (including without limitation any executor, administrator, heir, committee, guardian, or other representative or successor) shall not become entitled to any rights or interests of such Member(s) in the Company, other than the allocations and distributions to which such Member is entitled unless such successor in interest is admitted as a Member in accordance with this Agreement.

An "event of bankruptcy or insolvency" with respect to a Member shall occur if such Member: (1) applies for or consents to the appointment of a receiver, trustee or liquidator of all or a substantial part of their assets; or (2) makes a general assignment for the benefit of creditors; or (3) is adjudicated a bankrupt or an insolvent; or (4) files a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or to take advantage of any bankruptcy, insolvency, readjustment of debt or similar law or statute, or an answer admitting the material allegations of a petition filed against them in any bankruptcy, insolvency, readjustment of debt or similar proceedings; or (5) takes any action for the purpose of effecting any of the foregoing; or (6) an order, judgment or decree shall be entered, with or without the application, approval or consent of such Member, by any court of competent jurisdiction, approving a petition for or appointing a receiver or trustee of all or a substantial part of the assets of such Member, and such order, judgment or decree shall be entered, with or without the application, approval or consent of such Member, by any court of competent jurisdiction, approving a petition for or appointing a receiver or trustee of all or a substantial part of the assets of such Member, and such order, judgment or decree shall continue unstated and in effect for thirty (30) days.

17. Dissolution and Liquidation.

The Company shall terminate upon the occurrence of any of the following : (i) the election by the Member(s) to dissolve the Company made by a vote of over fifty percent (50%) of the Members' ownership-interest.; (ii) the occurrence of a Withdrawal Event with respect to a Member and the failure of the remaining Member(s) to elect to continue the business of the Company as provided for in this Agreement above; or (iii) any other event which pursuant to this Agreement, as the same may hereafter be amended, shall cause a termination of the Company.

The liquidation of the Company shall be conducted and supervised by a person designated for such purposes by the affirmative vote or consent of Member(s) holding a majority of the Members'

Percentage Interests (the "Liquidating Agent"). The Liquidating Agent hereby is authorized and empowered to execute any and all documents and to take any and all actions necessary or desirable to effectuate the dissolution and liquidation of the Company in accordance with this Agreement.

Promptly after the termination of the Company, the Liquidating Agent shall cause to be prepared and furnished to the Member(s) a statement setting forth the assets and liabilities of the Company as of the date of termination. The Liquidating Agent, to the extent practicable, shall liquidate the assets of the Company as promptly as possible, but in an orderly and businesslike manner so as not to involve undue sacrifice.

The proceeds of sale and all other assets of the Company shall be applied and distributed in the following order of priority: (1) to the payment of the expenses of liquidation and the debts and liabilities of the Company, other than debts and liabilities to Member(s); (2) to the payment of debts and liabilities to Member(s); (3) to the setting up of any reserves which the Liquidating Agent may deem necessary or desirable for any contingent or unforeseen liabilities or obligations of the Company, which reserves shall be paid over to a licensed attorney to hold in escrow for a period of two years for the purpose of payment of any liabilities and obligations, at the expiration of which period the balance of such reserves shall be distributed as provided; (4) to the Member(s) in proportion to their respective capital accounts until each Member has received cash distributions equal to any positive balance in their capital account, in accordance with the rules and requirements of Treas. Reg. Section 1.704-1(b)(2)(ii)(b); and (5) to the Member(s) in proportion to the Members' Percentage Interests.

The liquidation shall be complete within the period required by Treas. Reg. Section 1.704-1(b)(2)(ii)(b).

Upon compliance with the distribution plan, the Member(s) shall no longer be Member(s), and the Company shall execute, acknowledge and cause to be filed any documents or instruments as may be necessary or appropriate to evidence the dissolution and termination of the Company pursuant to the Statutes.

18. Representation of Member(s).

Each of the Member(s) represents, warrants and agrees that the Member is acquiring the interest in the Company for the Member's own account for investment purposes only and not with a view to the sale or distribution thereof; the Member, if an individual, is of legal age; if the Member is an organization, such organization is duly organized, validly existing and in good standing under the laws of its State of

organization and that it has full power and authority to execute this Agreement and perform its obligations hereunder; the execution and performance of this Agreement by the Member does not conflict with, and will not result in any breach of, any law or any order, writ, injunction or decree of any court or governmental authority against or which binds the Member, or of any agreement or instrument to which the Member is a party; and the Member shall not dispose of such interest or any part thereof in any manner which would constitute a violation of the Securities Act of 1933, the Rules and Regulations of the Securities and Exchange Commission, or any applicable laws, rules or regulations of any State or other governmental authorities, as the same may be amended.

19. Certificates Evidencing Membership.

Every membership interest in the Company may be evidenced by a Certificate of Membership issued by the Company, although it is not required. This Operating Agreement shall serve as sufficient evidence of each Member's ownership in the Company. If a Certificate of Membership is issued, such Certificate shall set forth the name of the Member holding the membership interest and the Member's percentage interest held by the Member, and shall bear the following statement:

"The membership interest represented by this certificate is subject to, and may not be transferred except in accordance with, the provisions of the Operating Agreement of Highlandlake Brewing Company LLC. dated effective as of 11-15-2017 , as the same from time to time may be amended, a copy of which is on file at the principal office of the Company."

20. Notices.

All notices, demands, requests, or other communications which any of the parties to this Agreement may desire or be required to give hereunder shall be in writing and shall be deemed to have been properly given if sent by courier or by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows: (a) if to the Company, at the principal place of business of the Company designated by the Company; and (b) if to any Member, to the address of said Member first above written, or to such other address as may be designated by said Member by notice to the Company and the other Member(s) pursuant to this Agreement.

21. Arbitration.

Any dispute, controversy or claim arising out of or in connection with this Agreement or any breach or alleged breach hereof shall, upon the request of any party involved, be submitted to, and settled by, arbitration in the city in which the principal place of business of the Company is then located, pursuant to the commercial arbitration rules then in effect of the American Arbitration Association (or at any other time or place or under any other form of arbitration mutually acceptable to the parties involved). Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in a court of competent jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its own experts, evidence, and attorneys' fees, except that in the discretion of the arbitrator, any award may include the attorney's fees of a party if the arbitrator expressly determines that the party against whom such award is entered has caused the dispute, controversy or claim to be submitted to arbitration as a dilatory tactic or in bad faith.

22. Amendments.

This Agreement may not be altered, amended, changed, supplemented, waived, or modified in any respect or particular unless the same shall be in writing and agreed to by the affirmative vote or consent of Member(s) holding a majority of the Members' Percentage Interests. No amendment may be made to Articles that apply to the financial interest of the Member(s), except by the vote or consent of all of the Member(s). No amendment of any provision of this Agreement relating to the voting requirements of the Member(s) on any specific subject shall be made without the affirmative vote or consent of at least the number or percentage of Member(s) required to vote on such subject.

23. Miscellaneous.

This Agreement and the rights and liabilities of the parties hereunder shall be governed by and determined in accordance with the laws of the State of Colorado. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

The captions in this Agreement are for convenience only and are not to be considered in construing this Agreement. All pronouns shall be deemed to be masculine, feminine, neuter, singular, or plural as the identity of the person or persons may require. References to a person or persons shall include partnerships, corporations, limited liability companies, unincorporated associations, trusts, estates, and other types of entities.

This Agreement, and any amendments hereto, may be executed in counterparts all of which taken together shall constitute one agreement.

This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof. It is the intention of the Member(s) that this Agreement shall be the sole agreement of the parties, and, except to the extent a provision of this Agreement provides for the incorporation of federal income tax rules or is expressly prohibited or ineffective under the Statutes, this Agreement shall govern even when inconsistent with, or different from, the provisions of any applicable law or rule. To the extent any provision of this Agreement is prohibited or otherwise ineffective under the Statutes, such provision shall be considered to be ineffective to the smallest degree possible in order to make this Agreement effective under the Statutes.

Subject to the limitations on transferability set forth above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors and assigns.

No provision of this Agreement is intended to be for the benefit of or enforceable by any third party.

IN WITNESS WHEREOF, the Member(s) have executed this Agreement on March 24 2024.

Signature: _____ Date: 3/24/2024

Print Name: Daniel L. Akin

Signature: Teresa VanDiest-Akin Date: 3/24/2024

Print Name: Teresa VanDiest-Akin

Signature: _____ Date: 3-24-24

Print Name: Derrick Hays

Signature: Julie Hays Date: 3/24/24

Print Name: Julie Hays

Signature: Shanyn Retynski Date: 3/28/2024

Print Name: Shanyn Retynski Shanyn Retynski

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Highlandlake Brewing Company LLC.

is a

Limited Liability Company

formed or registered on 11/15/2017 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20171852595 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/17/2024 that have been posted, and by documents delivered to this office electronically through 06/18/2024 @ 16:11:15 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 06/18/2024 @ 16:11:15 in accordance with applicable law. This certificate is assigned Confirmation Number 16135687 .

Secretary of State of the State of Colorado

**********End of Certificate**********

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, https://www.coloradosos.gov/biz/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, https://www.coloradosos.gov click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

2018-BRE-03407-O

OMB No. 1513-0085

DEPARTMENT OF THE TREASURY
ALCOHOL AND TOBACCO TAX AND TRADE BUREAU (TTB)
BREWER'S NOTICE

Brewery's Section

1. This is notice serial number

2. The notice date is 08/29/2018

3. Our brewery's name is
HIGHLANDLAKE BREWING COMPANY LLC

4. Our trade name is
DBA: HIGHLANDLAKE BREWING CO. See Attached

5. Our business address is
951 E. 9TH. AVE., BROOMFIELD, CO 80020
(Number and Street) (City) (County) (State) (Zip Code)

6. Our brewery location is
234 MAIN ST UNIT 109 MEAD, CO 80542
(Number and Street) (City) (County) (State) (Zip Code)

7. Our main contact person is
Derrick Dwane Hays (Name)

TTB can reach me at
303-898-9622 (Phone Number)

Brewery Description

8. Our phone number at the brewery is

9. Our E-mail Address is
highlandlakebrewing1@gmail.com

10. Our brewery operates as a: (check one only) ☐ Brewery ☒ Brewpub *(You must complete items 19 and 20.)* ☐ Pilot Brewing Plant

11. We are a: *(check one only)*
☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☒ Limited Liability Company ☐ Limited Partnership

12a. Our employer identification number is: *(for example: 12-3456789)* 82-3530048

12b. Title to premises and equipment (list names and addresses of owner of land or buildings, or if any other mortgage or encumbrance on the land or buildings of the brewery).

(See Attached)

13. Brewer's Business Day 12:00 AM (List only if different than 12:00 am through 11:59pm.)

14. We are filing this notice to:
☒ give TTB our original notice that we intend to engage in the business of producing beer.
☐ amend our previously approved original notice (Registry No. _____) for the following reason(s):
- ☐ add or delete (circle one) a trade or operating name (attach registration, if your state requires, of new trade or operating name). List new trade names(s) in Item 4 or on a separate sheet of paper. List deleted trade name(s) on a separate sheet of paper.
- ☐ show a change in brewery premises *(attach description of change)*.
- ☐ make changes in officers, directors, members, stock, or interest distribution *(attach description of change; you must file personnel questionnaires for new personnel and any new person owning 10% or more of total stock)*.
- ☐ discontinuance of business as of: *(date)* _____
- ☐ other _____

15. A. We are ☐ or are not ☒ members of a controlled group of breweries. (List all breweries with shared ownership on a separate sheet of paper.)
B. If you are a member, will the controlled group of breweries produce more than 60,000 but less than 2,000,000 barrels of beer per year? (If so, describe how the reduced rate of tax will be apportioned among brewery members in the controlled group.)

16. **The Internal Revenue Code (IRC) provides that if you produce not more than 2,000,000 barrels per year, you are entitled to a reduced rate of tax on your first 60,000 barrels. What is your estimated production in barrels per year?** *(check one)*
☐ **More than** 2,000,000 barrels per year. We are not entitled to the reduced rate.
☐ **More than** 60,000 barrels per year, **but not more than** 2,000,000 barrels per year. We are entitled to the reduced tax rate on our first 60,000 barrels removed for consumption or sale.
☒ **Not more than** 60,000 barrels per year. We are entitled to the reduced tax rate on all beer removed for consumption or sale.

EIN 3 2 - 3 5 3 0 0 4 8 Brewery Registry No.: BR-CO-21374

Signing Authority For Corporate Officials

17. I am [ ] or am not [X] required to furnish a bond under 27 CFR 25.91. I am not required to furnish a bond only if all of the following are true: I will withdraw beer for deferred payment of tax under 27 CFR 25.164, I was liable for not more than $50,000 in beer taxes in the preceding calendar year, and I reasonably expect to be liable for not more than $50,000 in such taxes during the current calendar year.

18. We held our board meeting with *(check one)*

[ ] Directors [ ] Trustees [ ] Managers [ ] Governors Date of Meeting _____

We authorize the following corporate officials, employees, or incumbents of the listed offices to execute all documents and to do all acts for us in dealing with the Alcohol and Tobacco Tax and Trade Bureau. *(You must impress your corporate seal. If you do not have one, two witnesses must sign.)*

By the authority of our board, I certify that this authorization is true and complete.

Title:	Title:	Corporate Seal:
Title:	Title:	
Title:	Title:	
Witness:	Witness:	

Brewpub Applicant Information *(If you are a brewpub, you must complete this section.)*

19. We are a brewpub. Our entire business location is the brewery premises. We understand that by initialing these boxes, we acknowledge that:

[X] a. We must separate the brewery operations (non-public area) from the public area of the brewery premises by an adequate partition. Access to the brewery operations must be restricted to authorized visitors and employees only.

[X] b. The serving tanks as noted on our **attached diagram** are our tax-determined beer tanks. These tanks have a working capacity of approximately 63 barrels/kegs and are accurately calibrated with appropriate measuring devices.

[X] c. We must transfer beer ready for consumption or sale from our fermenters into an empty tax-determination tank for measurement by the approved measuring device. We will make prompt and accurate records of these transactions to determine tax due.

[ ] 20. We plan to sell retail liquors other than beer. We must file a special occupational tax registration as a retailer before we start these sales.

Attachment Section

21. You must make attachments to complete an original notice. You may also need additional information for an amended notice. Check all the blocks here for your attachments for this notice. For original Brewer's Notices, you must attach all documents for your type of business organization. For amended Brewer's Notices, some forms are mandatory, while others may be optional.

- [ ] Articles of Incorporation/Organization *(Corporations/LLCs)*
- [ ] Trade Name Registrations *(if required by state)*
- [ ] Certificate to Transact Business in a Foreign State *(if applicable)*
- [ ] Power of Attorney *(TTB F 5000.8, or Corporate Resolution)*
- [ ] Diagram *(or Plat/Plan)* with dimensions of the brewery
- [ ] Legal description of the Brewery
- [ ] Supplemental Information on Water Quality Considerations *(TTB F 5000.30)*
- [ ] Other _____
- [ ] Personnel Questionnaires *(for all owners/officers/directors/partners/members/stockholders of over 10%)*
- [ ] By-Laws *(Corporations/LLCs)*
- [ ] Partnership Agreement
- [ ] Environmental Information *(TTB F 5000.29)*
- [X] Diagram for Brewpub as required
- [ ] Statement Describing the Security at the Brewery

All statements and documents are part of this notice. Under penalties of perjury, I declare that I have examined this notice and all attachments and to the best of my knowledge and belief they are true, correct, and complete.

22. Signature of Authorized Person | Date

23. Printed or Typed Name and Title
PUBLICUSER89435

Mail this completed package with all attachments to:
Director, National Revenue Center, 550 Main St, Ste 9002, Cincinnati, OH 45202-5215

TTB Section - For TTB Use Only

This Notice is:	Effective Date:	Approval Date:
[X] Approved [ ] Not Approved	10/17/2018	10/17/2018
Director, National Revenue Center *Teresa M. Clark*		Registry Number: BR-CO-21374

TTB F 5130.10 (11/2016) Page 2 of 5

General Instructions

1. **Where do I send my application?**
File this form with TTB at this address: Director
National Revenue Center
550 Main St, Ste 8002
Cincinnati, OH 45202-5215

2. **When may I start Brewing?** You may not operate your brewery until we approve your Brewer's Notice (including all attachments) and your Brewer's Bond (if a bond is required under 27 CFR 25.91).

3. **When must I file a Brewer's Notice?** You must file this form:
   - To start business at your brewery premises;
   - To amend or supplement information you previously submitted or;
   - In connection with a new bond.

4. **Do I need to file any other documents with the Brewer's Notice?** You must file the attachments this form requires. Also, we may require you to furnish any additional information we find necessary to protect revenue and insure collection of taxes.

5. **What happens if I do not complete this notice?** We will return your notice to you for correction if it is not completed in accordance with these instructions or does not include all of the required information and documents. If you do not complete the notice you may not produce or package beer.

6. **What items do I need to complete on this notice?** You must complete all items on this notice that apply to your business, regardless of the purpose for which you are filing.

7. **How long must I keep my copy of this notice?** At your brewery you must keep available for TTB inspection during your normal business hours:
   - Your most recently approved Brewer's Notice and
   - All attachments and documents that provide current and complete information of this form.

Specific Instructions

Item 1. What serial number do I use? Serially number each notice. Begin with No. 1 for the first notice and continue in sequence for each amendment or supplemental notice you file after you start business.

Item 2. What is the notice date? The date that you submit this notice for approval.

Item 3. What is my brewery's name?

If you are....	Then your name is....
An individual	Your name, followed by "sole owner" and the name you use to operate
A partnership	The name of each partner followed by the name you use to operate
A limited partnership (LP)	The name of your LP
A corporation or limited liability corporation (LLC)	The corporation or LLC name and, if different, the name you use to operate

Item 4. What if I use a trade name? You must list all trade names you use to do business or to package beer. Approval of a trade name does not necessarily constitute approval as a brand name for labeling purposes. Submit your requests for brand names to the Alcohol Labeling and Formulation Division on an Application for and Certificate/Exemption of Label/Bottle Approval, TTB F 5100.31. If your State requires you to register your trade name, you must submit a copy of the State trade name registration.

Item 5. What is our business address? Your business address may be different than the actual location of the brewery. Your business address is where you receive mail deliveries and you conduct office activity. You must include the county of this address.

Item 6. What is our brewery location? Your brewery location is where you actually brew your beer.

Item 7. Who may be a contact person? Your contact person must be someone who has authority to speak or write to any of our officers regarding any aspect of your brewing operations. You must file with us a signing authority or power of attorney for this person.

Item 15. What information must I provide if I am a member of a controlled brewery group?

1. A controlled brewery group is a group of breweries that share common ownership or controlled interest. Controlled groups of breweries include groups where:
   (a) one brewery owns controlling interest in the other brewery or
   (b) there is a common ownership in the controlling interest in each brewery
2. If you are a member of a controlled group of breweries and you intend to transfer beer between breweries without payment of tax, you must:
   (a) give the name and principal business address of each of the other breweries; and
   (b) state whether condition 1.(a) or condition 1.(b) applies. If condition 1.(a) applies, state which brewery owns controlling interest in the other and the percentage of that interest. If condition 1.(b) applies, give the name and principal business address of the person owning controlling interest in both breweries and state the percentage of interest in each brewery.
3. If you are a member of a controlled group of breweries and the total production of all breweries in the controlled group is less than 2,000,000 barrels of beer per year, you may be eligible to pay tax at the reduced rate. You must:
   (a) give the name and principal business address of each of the other breweries;
   (b) provide a list to allocate the reduced tax for 60,000 barrels between the members of the controlled group; and
   (c) state whether condition 1.(a) or condition 1.(b) applies, if condition 1.(a) applies, state which brewery owns controlling interest in the other and the percentage of that interest. If condition 1.(b) applies, give the name and principal business address of the person owning controlling interest in both breweries and state the percentage of interest in each brewery.

Item 18. Who may sign for my corporation? You may indicate signature authority in two ways.

- **By corporate office:** In item 18 you may list the corporate offices or employees whose incumbents may sign for your corporation. Check the box that indicates how your board authorized these officers to sign. Include the date of the meeting. List the offices by title. Attach your corporate seal. These authorities remain with the office when you change personnel in that office.

- **By name:** you may authorize specific individuals to sign by executing a power of attorney *(use TTB F 5000.8)* or a signing authority for corporate officials *(use TTB F 5100.1)*. You may limit these authorities to specific actions. For instance, you may grant a signing authority limited to monthly reports.

Item 19. When must I initial the brewpub information? Operating as a brewpub means that you will not be bottling beer but rather that you will be dispensing beer only from serving tanks. If this is the case, then you must initial each box and provide tank capacity to demonstrate that you understand special considerations for operating taverns on brewery premises.

Item 21. What are the attachments for my type of business? Follow these instructions. You must attach the organizational information and documents we require for your type of business.

If you are a....	Then you must file....
Sole proprietor	- A list with the name and address of each person who holds an interest in the brewery, whether the interest appears in the name of the interested party or in the name of another for that party.
Partnership	- A copy of (1) articles of partnership or association, if any; or (2) the certificate of partnership or association if required to be filed by any State, county, or municipality. - A list with the name and address of each person who holds an interest in the brewery, whether the interest appears in the name of the interested party or in the name of another for that party.
Corporation	- A copy of the corporation charter or of the certificate of corporate existence or incorporation. - A list with the name, address, and title of each officer and director. - Copies of extracts or digests of minutes of meetings of the board of directors authorizing certain individuals to sign for the corporation. - A statement showing the number of shares of stock (or other evidence of ownership) authorized and outstanding and the voting rights of the respective owners. - A list with the names and addresses of all persons having a voting interest of 10 percent or more in the corporation whether the interest appears in the name of the interested party or in the name of another person. For each person listed, show the amount of the stockholding or other interest.

a. **May I refer to information that I filed for another operation?** If you have already filed information with us, you may incorporate that information by reference if that information is complete and accurate. You may, instead of resubmitting that information, provide a statement that:

- identifies the other premises by operating name, type (*brewery, winery, etc.*), and location (*city and State*) ; and
- specifies which organizational information and documents are being incorporated. You must attach all organizational information and documents you do not incorporate by reference.

b. **What must I keep available for TTB inspection?** You must keep available for our inspection the originals of the corporate documents we require under item 21 of this notice and certain other corporate documents(*articles of incorporation, bylaws, State certificates authorizing the brewer to operate in the State where located*). Each brewer's notice filed by multi-plant brewers must state, as part of the response to item 21, the location where we may inspect these original corporate documents.

Item 22. Who is the "authorized person" who must sign this notice? These are the persons authorized to sign this notice:

If you are a....	Then you must file....
Sole proprietor	- signed by the sole owner or - an empowered attorney-in-fact.
Partnership	- signed by all partners, or - a partner authorized to sign on behalf of all of the partners, or - an empowered attorney-in-fact
Corporation	- executed in the corporate name, followed by the signature and title of a person authorized to act for the corporation

Paperwork Reduction Act Notice

This request is in accordance with the Paperwork Reduction Act of 1995. We use this information collection to determine your identity as a brewer, the location and extent of your brewery premises, and whether your brewery operations conform with Federal laws and regulations. The information we request is required for you to obtain or retain a benefit and is mandatory by law (26 U.S.C. 5401(a)).

We estimate the average burden associated with this collection of information is 3 hours per respondent or recordkeeper, depending on your individual circumstances. Address your comments concerning the accuracy of this burden estimate and suggestions to reduce this burden to: Reports Management Officer, Regulations and Rulings Division, Alcohol and Tobacco Tax and Trade Bureau, 1310 G Street, NW., Box 12, Washington, DC 20005.
An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a current, valid OMB control number.

Privacy Act Information

We provide this information to comply with Section 3 of the Privacy Act of 1974 (5 U.S.C. 552a(e)(3)):

1. **What is TTB's authority to ask for this information?** We require this information under the authority of 26 U.S.C. 5401(a). You must disclose this information to obtain authority to conduct brewing operations.
2. **What is the purpose for this information collection?** You provide this information to give TTB notice of your intention to establish a brewery, so that we may identify you as a brewer, and to identify your brewery location and processes.
3. **How does TTB routinely use this information?** We use this information to make determinations for the purposes described in paragraph 2. Also, we may disclose the information to other Federal, State, foreign, and local law enforcement and regulatory agency personnel to verify information on the form where such disclosure is not prohibited by law. We may disclose the information to the Justice Department if it appears that the furnishing of false information may constitute a violation of Federal law. Finally, we may disclose the information to members of the public in order to verify information on the form where such disclosure is not prohibited by law.
4. **What is the effect of my not supplying the information TTB requests?** If you fail to supply complete information then we will delay processing and may disapprove or deny your application.

***Item 4:** Our Trade Name is:*

Labeling Trade Name Highlandlake Brewing Co.

OTHER PURPOSE FOR WHICH FILED:

***Item 12:** Title to premises and equipment (list names and addresses of owner of land or buildings, or if any other mortgage or encumbrance on the land or buildings of the brewery).*

Does the applicant own the land or building comprising the brewery?

Yes [ ] No [X]

If yes, please provide us with the name and address of any mortgagee, or other person who has a claim on the land or buildings comprising the brewery. If there is no mortgagee, or other claim on the land or buildings, please enter "Not Applicable"

If no, please provide us with the name/address of the owner of the land or buildings comprising the brewery, and of any mortgagee, or other claim on the land or buildings comprising the brewery

Top Level Property Management and Development
221 Main St. Mead CO. 80542

Does the applicant own the equipment that will be used in the operation?

Yes [X] No [ ]

If no, please provide name and address of the equipment owner

***Item 15B:** If you produce more than 60,000 but less than 2,000,000 barrels you would qualify for the reduced rate on the first 60,000 barrels. Give the allotted barrels for each location at the reduced rate.*

MEMBERS OF CONTROLLED GROUP

***Item 17:** We authorize the following corporate officials, employees, or incumbents of the listed offices to execute all documents and to do all acts for us in dealing with the Alcohol and Tobacco Tax and Trade Bureau. (You must impress your corporate seal. If you do not have one, two witnesses must sign.)*

Key Contact	Yes
Authority Granted by	Name
First Name	Derrick
Middle Name	Dwane
Last Name	Hays
Is this person already a registered user of Permits Online	Yes
Address	951 e. 9th. ave.
City	Broomfield
State	CO
Zip	80020
Phone Number	303-898-9622
Email Address	highlandlakebrewing1@gmail.com
Title	Member
Source of Authority	Signing Authority for Corporate Officials
Type of Board Meeting	Managers
Date of Meeting (Must be on or before date of submittal)	08/02/2018
Type	Unlimited
Effective Date (Must be on or before date of submittal)	08/02/2018
What authorization does this person have regarding label submissions?	Submitter

submissions?	
Does this person already have a COLAs Online and/or Formulas Online account with TTB?	Yes
Applies to All Permits	Yes
Key Contact	Yes
Authority Granted by	Name
First Name	Daniel
Middle Name	Louis
Last Name	Akin
Is this person already a registered user of Permits Online	No
Address	13430 Gaylord St.
City	Thornton
State	CO
Zip	80241
Phone Number	303-810-2373
Email Address	highlandlakebrewing1@gmail.com
Title	Member
Source of Authority	Signing Authority for Corporate Officials
Type of Board Meeting	Managers
Date of Meeting (Must be on or before date of submittal)	08/02/2018
Type	Unlimited
Effective Date (Must be on or before date of submittal)	08/02/2018
What authorization does this person have regarding label submissions?	Submitter
What authorization does this person have regarding formula submissions?	Submitter
Does this person already have a COLAs Online and/or Formulas Online account with TTB?	No
Applies to All Permits	Yes

Describe the entire tract of land by using directions and distances:

the land the brewery building sits on starts 100 feet south of Fairburn ave. to the NW corner of the building and continues 350 feet south on main st. to the SW corner of the building it extends 200 feet east of Main st. to the end of the rear parking lot then 350 feet north to the other end of the rear parking lot and 200 feet west back to Main st.

Describe the brewery premises.

The building sits 1 hundred feet south of Fairburn Ave. on Main St. the brewery will be in the north west corner of the building on the bottom floor extending south for 40 feet and extending east for 75 feet within the building. The building extends another 300 feet south and 50 feet east. the building is multi story (3) with mixed retail/services and housing. there is a window in the brewery starting 2 feet from the NW corner and extends 8 feet to the south and 8 feet up. the front door is 30 feet south from the NW corner and is a double entry door. the rear door is 5 feet from the NE corner of the building and is 75 feet from the front door. building construction is steel frame with cement floors, the North wall is cinder block construction as is the south wall with metal facade on the west and east walls.

If a brewpub, you must identify the portion of the brewery which will be operated as a tavern by providing the boundaries of the tavern.

The Tavern/Pub area of the brewery will extend from in front of the bar for 20 feet south to the end of the atrium and will extent east from the brew house for 32 feet to include the bathroom and then 31 feet east from the eastern end of the bar to the back wall and 10 feet north to the storage room wall and 31 feet west to the end of the cooler/bar.

You must identify areas of the brewery which are accessible to the public and areas which are not.

Accessible areas include the bar, the atrium, the bathroom and the room opposite the storage room leading to the back door. non accessible areas include behind the bar, the brewhouse, and the cooler.

Describe security measures to be used to segregate public areas from non-public areas.

There will be an L shaped wall and a 48' solid wall that is behind barrels extending from the west wall 3 feet north of the front door going east for 12 feet to the support post and north from the post 10 feet to the edge of the bar. The 48' solid wall will be used to separate, and the barrels will be for looks. The eastern end of the bar will have a lockable swing door covering the 5 feet from the edge of the bar north to the southern edge of the cooler.

Describe in detail the method to be used for measuring beer for the purpose of tax determination. Identify the tanks which will periodically contain tax-determined beer, and any other areas where tax-determined beer will be.

glasses on the fermenter/bright tanks and will be PM'd monthly with a predetermined amount of non beer fluid for accuracy then transferred to kegs weighed on calibrated scales that will be PM'd monthly using a calibrated weight, the tax determined beer will be stored in the cooler for purposes of serving from taps and will be the tax-determined area.

Provide description of the brewery security. Brewery building must be arranged and constructed to give adequate protection to the revenue. Describe locks, access to the brewery and how un-taxpaid goods will be protected during and after business hours

the front and side hallway access door to the elevator and rear doors will be locked during off/closed hours, all taps will have tap locks, all fermenters will have valve locks and all kegs will be stored in the cooler with a pad locked door.

Description of Non-Contiguous Locations

NOTICE OF PUBLIC HEARING
MEAD LIQUOR LICENSING AUTHORITY
Highlandlake Brewing Company LLC

NOTICE IS HEREBY GIVEN PURSUANT TO THE COLORADO LIQUOR CODE that the Liquor Licensing Authority of the Town of Mead will hold a Public Hearing on the Application of Highlandlake Brewing Company, who is applying for a Brew Pub License at 333 Main St Unit C, Mead, CO.

The Liquor Licensing Authority of the Town of Mead will hold a Public Hearing commencing at 6:00 p.m., Monday, June 24, 2024, at the Mead Town Hall, 441 Third Street, Mead, Colorado 80542 or virtually, for the purpose of reviewing the proposed application.

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.

Any resident, manager or business owner from the established neighborhood wishing to protest the granting of the license may appear at the hearing, in person or virtually, to enter their opposition in the record. Protests may also be filed in writing with the Town Clerk's Office, 441Third Street, Mead, prior to 5:00 p.m. June 18, 2024.

Appointments for public inspection may be made and virtual access information can be obtained by contacting the Town Clerk at 970-805-4182 or mstrutt@townofmead.org.

Date of application: April 26, 2024
Established neighborhood: within the annexed boundaries of the Town of Mead
Applicant: Daniel Akin, Teresa Van Diest-Atkin 13430 Gaylord St Thornton, CO
Shanyn J Relynski 12276 Ivy Ct Brighton, CO
Julie Hays, Derrick Hays 951 E 9TH St Broomfield, CO

Dated this ___ day of June, 2024.

TOWN OF MEAD, COLORADO
LOCAL LICENSING AUTHORITY

By: /s/ Mary E. Strutt
Town Clerk

Published: Longmont Times Call June 12, 2024-2058117

Prairie Mountain Media, LLC

PUBLISHER'S AFFIDAVIT

County of Boulder
State of Colorado

The undersigned, __Agent__, being first duly sworn under oath, states and affirms as follows:

1. He/she is the legal Advertising Reviewer of Prairie Mountain Media LLC, publisher of the *Longmont Times Call*.
2. The *Longmont Times Call* is a newspaper of general circulation that has been published continuously and without interruption for at least fifty-two weeks in Boulder County and meets the legal requisites for a legal newspaper under Colo. Rev. Stat. 24-70-103.
3. The notice that is attached hereto is a true copy, published in the *Longmont Times Call* in Boulder County on the following date(s):

Jun 12, 2024

Melissa Najera
Signature

Subscribed and sworn to me before me this 12th day of June, 2024.

Shayla Najera
Notary Public

(SEAL)

SHAYLA NAJERA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174031965
MY COMMISSION EXPIRES July 31, 2025

Account:	1051153
Ad Number:	2058117
Fee:	$51.04

1.4

Community Development
Planning and Zoning

June 14, 2024

Re: Brew Pub License Review for 333 Main St. Unit C (Highland Lake Brewing Company)

To Whom it may concern,

Thank you for inquiring about the property located at 333 Main St. Unit C, Mead, CO (the "Property"). The Property is currently zoned as Downtown Mixed Use (DMU). This letter confirms that a Brew Pub is an allowable use in this zoning district.

Sincerely,

Kyle Estrada-Clarke

Planner I

Weld County
Online Mapping

Legend

- Parcels
- Highway
- County Boundary

Notes

1,117.1 0 558.56 1,117.1 Feet

ator_Auxiliary_Sphere
ado

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

BUSINESS PETITION TO THE LOCAL LICENSING AUTHORITY-liquor license

Applicant/Trade Name of Establishment: Highlandlake Brewing Company/ Highlandlake
Proposed Location: 333 Main Street; Mead, Colorado 80542
Application For License Type: Brew Pub (liquor license)

BEFORE SIGNING THIS PETITION YOU NEED TO CONFIRM THE FOLLOWING:

You are at least twenty-one (21) years of age.
You are a resident within the city of Mead
You have specified the correct address for your residence.
The petition circulator has witnessed your signature.
You have signed your name only (first, middle and last name). You cannot sign for another individual.
You have not signed another petition concerning the same application.
You have read the petition in its entirety and understand its meaning.
Check the YES column if you support this type of license being issued and/or the existing outlets do not adequately serve the reasonable requirements of the designated area.
Check the NO column if you oppose this type of license being issued and/or the existing outlets adequately serve the reasonable requirements of the designated area.

SIG #	Please SIGN and PRINT your Full Name	Complete Home Address including Space or Apt number	Resident of Mead?	Age (over 21)	Date (today)	yes	no
		Business Name					
1	Signature: Printed Name: Don Smith	325 Main St Mead, Colo BBQ	9 yrs	63	3/23/24	✓	
2	Signature: Melissa Seipelt Printed Name: Melissa Seipelt	hair salon TALK of the Town	25 yrs	73	3/25	✓	
3	Signature: Printed Name:						
4	Signature: Printed Name:						
5	Signature: Printed Name:						
6	Signature: Printed Name:						
7	Signature: Printed Name:						
8	Signature: Printed Name:						

BUSINESS PETITION TO THE LOCAL LICENSING AUTHORITY-liquor license

Applicant/Trade Name of Establishment: Highlandlake Brewing Company/ Highlandlake
Proposed Location: 333 Main Street; Mead, Colorado 80542
Application For License Type: Brew Pub (liquor license)

SIG #	Please SIGN and PRINT your Full Name	Complete Home Address including Space or Apt number	Resident of Mead?	Age (over 21)	Date (today)	yes	no
9	Signature: Printed Name:						
10	Signature: Printed Name:						
11	Signature: Printed Name:						
12	Signature: Printed Name:						
13	Signature: Printed Name:						
14	Signature: Printed Name:						
15	Signature: Printed Name:						
16	Signature: Printed Name:						
17	Signature: Printed Name:						
18	Signature: Printed Name:						
19	Signature: Printed Name:						
20	Signature: Printed Name:						

BUSINESS PETITION TO THE LOCAL LICENSING AUTHORITY
FOR A LIQUOR LICENSE

AFFIDAVIT 21 YEARS OF AGE

Applicant	Highlandlake Brewing Company/Highlandlake
Trade Name of Establishment	Highlandlake
Proposed Location:	333 Main Street; Mead, CO 80524
License Type:	Brew Pub (liquor license)

AFFIDAVIT

I Daniel L. Akin, do hereby state that I was the circulator of said petition consisting of 3 pages including this page, and further state that I personally witnessed each signature appearing on said petition, and that each signature thereon is the signature of the person whose name it purports to be; further, that the address given opposite that person's name is the true address of the person signing; that every person who signed, represented himself or herself to be twenty-one (21) years of age or older; that each person signing the petition read or had read to him the statement appearing on that page one (1) hereof, and understood the nature of the petition. I also hereby swear or affirm that no promises, threats, or inducements were employed whatsoever in connection with the presentation of this petition, and that every signature appearing hereon was completely free and voluntarily given.

Circulator:	Date signed: 03-29-2024

	Subscribed and sworn to before me by: Daniel L. Akin in the County of Weld, State of Colorado, this day of March 29 20 24 Notary Public: Sayra Johanna Dominguez Galindo My Commission Expires: 07-08-2025

SAYRA JOHANNA DOMINGUEZ GALINDO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214017205
MY COMMISSION EXPIRES 07/08/2025

RESIDENTIAL PETITION TO THE LOCAL LICENSING AUTHORITY-liquor license

Applicant/Trade Name of Establishment: Highlandlake Brewing Company/ Highlandlake
Proposed Location: 333 Main Street; Mead, Colorado 80542
Application For License Type: Brew Pub (liquor license)

BEFORE SIGNING THIS PETITION YOU NEED TO CONFIRM THE FOLLOWING:

You are at least twenty-one (21) years of age.
You are a resident within the city of Mead
You have specified the correct address for your residence.
The petition circulator has witnessed your signature.
You have signed your name only (first, middle and last name). You cannot sign for another individual.
You have not signed another petition concerning the same application.
You have read the petition in its entirety and understand its meaning.
Check the YES column if you support this type of license being issued and/or the existing outlets do not adequately serve the reasonable requirements of the designated area.
Check the NO column if you oppose this type of license being issued and/or the existing outlets adequately serve the reasonable requirements of the designated area.

SIG #	Please SIGN and PRINT your Full Name	Complete Home Address including Space or Apt number	Resident of Mead?	Age (over 21)	Date (today)	yes	no
1	Signature: CSmith Printed Name: Christine Smith	325 Main Street Mead CO 80542	yes	✓	3/23	✓	
2	Signature: Samantha Stenson Printed Name: Samantha Stenson	16008 Cinnamon Cir. Mead CO 80542	Yes	✓	3/23	✓	
3	Signature: Chase Stenson Printed Name: Chase Stenson	16008 Cinnamon Cir Mead CO 80542	Yes	✓	3/23	✓	
4	Signature: Printed Name: Alexander Martinez	3150 Beaumont Blvd Mead, CO 80542	Yes	✓	3/23	✓	
5	Signature: Printed Name: Stephen G. Finck	3646 Valle Verde Mead CO 80542	Yes	✓	3/23	✓	
6	Signature: Printed Name: Tom Collesore	16590 Sunford Mead	Yes	✓	3/23	✓	
7	Signature: Printed Name: Fernando Robles	2322 Murray Street	Yes	✓	3/23	✓	
8	Signature: Printed Name: Linda Baird	217 9th Mead.	Yes	✓	3/24	✓	

RESIDENTIAL PETITION TO THE LOCAL LICENSING AUTHORITY-liquor license

Applicant/Trade Name of Establishment: Highlandlake Brewing Company/ Highlandlake
Proposed Location: 333 Main Street; Mead, Colorado 80542
Application For License Type: Brew Pub (liquor license)

SIG #	Please SIGN and PRINT your Full Name	Complete Home Address including Space or Apt number	Resident of Mead?	Age (over 21)	Date (today)	yes	no
9	Signature: Jerome W. Pinello Printed Name: Jerome W. Pinello	14594 Longhorn Blvd	YES	YES	23/mar	✓	
10	Signature: Printed Name: Josh Stam	16121 Grassy Ave	YES	Yes	3/23	✓	
11	Signature: Joe Krebs Printed Name: Joe Krebs	125 6th St	yes	yes	3/24	✓	
12	Signature: Printed Name: Amanda Ondeirjahn	14992 CR1	yes	yes	3/25	✓	
13	Signature: Printed Name: VC Ondeirjahn	14990 CR1	Yes	Yes	3/25	✓	
14	Signature: Printed Name: Scott MacLean	16004 Cinnamon Creek	YES	YES	3/25	✓	
15	Signature: Printed Name: Jessica Blevins	134 2nd St	Yes	yes	3-25	✓	
16	Signature: Printed Name: Jared Flaunio	2104 Dexter St	Yes	Yes	3-25	✓	
17	Signature: Printed Name: Perquette-Taylor	3660 Hughes Dr	YES	YES	3-25	✓	
18	Signature: Printed Name: Erin Bonam	212 Willow Dr. Mead, CO 80542	Yes	YES	3/25	✓	
19	Signature: Printed Name:						
20	Signature: Printed Name:						

RESIDENTIAL PETITION TO THE LOCAL LICENSING AUTHORITY
FOR A LIQUOR LICENSE

AFFIDAVIT 21 YEARS OF AGE	
Applicant	Highlandlake Brewing Company/Highlandlake
Trade Name of Establishment	Highlandlake
Proposed Location:	333 Main Street; Mead, CO 80524
License Type:	Brew Pub (liquor license)

AFFIDAVIT

I Daniel L. Akin, do hereby state that I was the circulator of said petition consisting of 3 pages including this page, and further state that I personally witnessed each signature appearing on said petition, and that each signature thereon is the signature of the person whose name it purports to be; further, that the address given opposite that person's name is the true address of the person signing; that every person who signed, represented himself or herself to be twenty-one (21) years of age or older; that each person signing the petition read or had read to him the statement appearing on that page one (1) hereof, and understood the nature of the petition. I also hereby swear or affirm that no promises, threats, or inducements were employed whatsoever in connection with the presentation of this petition, and that every signature appearing hereon was completely free and voluntarily given.

Circulator:	Date signed: 03-29-2024

Subscribed and sworn to before me by: Daniel L Akin Sr
in the County of Weld, State of Colorado, this day of March 2024
Notary Public: Sayra Johanna Dominguez Galindo
My Commission Expires: 07-08-2025

Page3 of 3

SAYRA JOHANNA DOMINGUEZ GALINDO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214027205
MY COMMISSION EXPIRES 07/08/2025

Agenda Item Summary

MEETING DATE:	June 24, 2024
SUBJECT:	Appointment of William Jorgensen as Alternate Planning Commissioner
PRESENTED BY:	Jason Bradford, AICP, Community Development Director

SUMMARY

The Planning Commission consists of five (5) regular members and two (2) alternate members appointed by the Board of Trustees in accordance with Section 2-7-30 of the Mead Municipal Code ("MMC"). Currently, there is a vacancy in one of the alternate positions for a term through December 31, 2024. Members can be reappointed at the end of their term.

Town staff advertised the open position through advertisements on Facebook, Instagram, and Nextdoor from November 2023 through January 2024, as well as the December and January editions of the *Mead Messenger*. By the application deadline on January 8, 2024, six residents had applied. The applications are attached to this Agenda Item Summary.

Section 2-7-30 of the MMC provides that residents must meet the following requirements to qualify for a position on the Planning Commission:

- Qualified elector;
- Resident of the Town for at least twelve (12) consecutive months;
- Attended at least two (2) Planning Commission meetings; and
- Not an immediate family member of, or reside in the same household as, a member of the Board of Trustees or another member of the Planning Commission

All applicants are qualified electors of the Town. By the May 15, 2024 Planning Commission meeting, two (2) applicants had met the obligation to attend at least two (2) Planning Commission meetings: Tim Corliss and William Jorgensen. Both introduced themselves to the Planning Commission and demonstrated a clear understanding of the role and responsibilities of membership on the Planning Commission. Both applicants are professionally accomplished, well respected in the community, and qualified to serve on the Planning Commission, meeting MMC requirements.

After difficult deliberation, Town staff recommends William Jorgenson for the alternate position. In making the recommendation, Town staff and the Planning Commissioners reviewed the candidates against the length of their residency in Mead, their professional and career background, their demonstrated commitment to the Planning Commission and the community, and their level of expertise in urban planning related issues.

Mr. Jorgensen has been a resident of the Town for over 14 years, and, in addition to attending the two required Planning Commission meetings, has met with staff. He is interested in contributing to his community by serving on the Planning Commission and has a strong background in urban planning, with a special interest in master planning and development reviews. Mr. Jorgensen is retired from a career in urban planning, including as the Director of Transportation for the City of Boulder and as the

Deputy of Planning and Development for the Regional Transportation District (RTD). His experience, expertise, and interest in urban planning will be an asset to the Planning Commission.

FINANCIAL CONSIDERATIONS

None

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends that the Board of Trustees appoint William Jorgensen as an alternate member of the Planning Commission, for the December 31, 2020, through December 31, 2024 term beginning on June 24, 2024, via the following motion:

I MOVE TO APPOINT WILLIAM JORGENSON AS ALTERNATE PLANNING COMMISSIONER FOR THE FOUR-YEAR TERM THROUGH DECEMBER 31, 2024, EFFECTIVE JUNE 24, 2024.

ATTACHMENTS

Applications for Alternate Planning Commissioner:

- William Jorgensen
- Don Smith
- Charis Vela
- Shemuel Rivera
- Mike Root
- Tim Corliss

Town of Mead
Application for Committee/Commission Membership

Name Willaim Jorgensen
(Please Print)

Address [redacted]

City/State/Zip Code Mead, 80542

Home Telephone Number [redacted]

Business Telephone Number [redacted]

E-Mail Address [redacted]

Length of Residency in Mead 14 years

Committee or Commission Applying For Planning

Are You a Registered Voter in the Town of Mead Yes

What is Your Occupation Retired

What Background or Interest Do You Bring to This Position and What Would You Like To Work On?
Director of Transportation, City of Boulder - involved in master planning updates
Deputy of Planning and Development - Regional Transportation District, Denver, Colorado
Interested in Master plan updates and development reviews

Signature: [signature] *Date:* 1/4/2024

Qualifications: All Committee Members must be U. S. Citizens, bona fide residents and qualified electors who have resided in the Town of Mead for at least twelve (12) consecutive months immediately preceding the date of appointment.

Committee/Commission Meeting Days
Finance Committee *- Quarterly, Tuesday Mornings*
Planning Commission *- Third Wednesday of Month*
Events Committee *- Second Tuesday of Month*

MEAD
COLORADO

Town of Mead
Application for Committee/Commission Membership

Name DON SMITH
(Please Print)

Address [redacted]

City/State/Zip Code MEAD, COLO 80542

Home Telephone Number [redacted]

Business Telephone Number SAME

E-Mail Address [redacted]

Length of Residency in Mead 8+ YRS

Committee or Commission Applying For PLANNING

Are You a Registered Voter in the Town of Mead YES

What is Your Occupation CONTRACTOR

What Background or Interest Do You Bring to This Position and What Would You Like To Work On? ALL MOST BUILDING & PLANNING, BUDGET, FARMING ASPECTS

Signature: [signature] Date: 10.7.23

Qualifications: All Committee Members must be U. S. Citizens, bona fide residents and qualified electors who have resided in the Town of Mead for at least twelve (12) consecutive months immediately preceding the date of appointment.

Committee/Commission Meeting Days
Finance Committee - *Quarterly, Tuesday Mornings*
Planning Commission - *Third Wednesday of Month*

Town of Mead
Application for Committee/Commission Membership

Name Charis Vela
(Please Print)

Address [redacted]

City/State/Zip Code Mead CO 80542

Home Telephone Number [redacted]

Business Telephone Number [redacted]

E-Mail Address [redacted]

Length of Residency in Mead 2.5 years

Committee or Commission Applying For Planning Commission

Are You a Registered Voter in the Town of Mead Yes

What is Your Occupation Drug Counselor

What Background or Interest Do You Bring to This Position and What Would You Like To Work On? I bring an interest in guiding the Town of Mead through necessary growth and improvement while maintaining its charm, agricultural foundation, and community spirit. If appointed, I would like to work on engaging the current and future tenants of downtown businesses to encourage vibrance and local engagement.

Signature: [signature] *Date:* 11/08/2023

Qualifications: All Committee Members must be U. S. Citizens, bona fide residents and qualified electors who have resided in the Town of Mead for at least twelve (12) consecutive months immediately preceding the date of appointment.

Committee/Commission Meeting Days
Finance Committee *- Quarterly, Tuesday Mornings*
Planning Commission *- Third Wednesday of Month*
Events Committee *- Second Tuesday of Month*

Town of Mead
Application for Committee/Commission Membership

Name Shemuel A. Rivera
(Please Print)

Address [redacted]

City/State/Zip Code Mead, CO 80542

Home Telephone Number [redacted]

Business Telephone Number _____

E-Mail Address [redacted]

Length of Residency in Mead 25 months

Committee or Commission Applying For Planning/Finance

Are You a Registered Voter in the Town of Mead Yes

What is Your Occupation Retired, US Army

What Background or Interest Do You Bring to This Position and What Would You Like To Work On? See Attached

Signature: _____ *Date:* January 7, 2024

Qualifications: All Committee Members must be U. S. Citizens, bona fide residents and qualified electors who have resided in the Town of Mead for at least twelve (12) consecutive months immediately preceding the date of appointment.

Committee/Commission Meeting Days
Finance Committee *- Quarterly, Tuesday Mornings*
Planning Commission *- Third Wednesday of Month*
Events Committee *- Second Tuesday of Month*

Shemuel A. Rivera

[redacted]

Mead, CO 80542

[redacted]

Background:

I am a retired US Army Officer after 28 years of active-duty service. I started as an enlisted PVT/E-1 Military Policeman and achieved the rank of Chief Warrant Officer Four (CW4), Supervisory Special Agent, culminating as the Deputy Director for Worldwide Operations for the Criminal Investigation Division (CID), overseeing over 1,200 CID Special Agents. I was responsible for coordinating with other governmental agencies such as the FBI, CIA, DEA, and ATF.

I am also a graduate of the FBI National Academy, Session 230, September 2007, as well as extensive career oriented professional development schooling. I hold a Bachelor of Science degree in Public Administration, with emphasis in Law Enforcement, and a Master of Science degree in Criminal Justice, with a major in Homeland Security. I am a quick learner, have great leadership and organizational skills and can communicate well in person or in writing with any individual or groups. In the recent past, I have been a private consultant for two law offices. My wife and I built a house in Mead and moved here December 2021 to be close to our grandson who is four, and plan to live in this community for many years to come.

Interest:

Both the Planning and Finance Committees are of interest to me as they both seem to be intertwined and vital to the growth of Mead. One can plan for many issues related to the growth of the town; however, without the proper budgeting all your plans would die at the planning table or delayed extensively. I am very interested in that process, for the continued future growth of the community as it pertains to infrastructure, town services, and bringing new residents and businesses to our area. The latter would allow all residents to be less reliant on travel to Longmont, Firestone or other surrounding cities for groceries and the like. This would generate revenue for the town to facilitate completion of planned town projects.

Town of Mead
Application for Committee/Commission Membership

Name Mike Root
(Please Print)

Address [redacted]

City/State/Zip Code Mead, CO 80542

Home Telephone Number [redacted] confirmed phone number 3/20/2024 ms

Business Telephone Number [redacted]

E-Mail Address [redacted] 3/20/2024 ms

Length of Residency in Mead 1 year (previously in Longmont)

Committee or Commission Applying For Planning Commission

Are You a Registered Voter in the Town of Mead Yes

What is Your Occupation Entrepreneur

What Background or Interest Do You Bring to This Position and What Would You Like To Work On? I started my first company at 24, sold it, then joined the Air Force, where I served for just under 10 years. I was medically retired out of Colorado Springs, and jumped right back into business, starting Copper Sky Distillery in Longmont. Since then, I have started or acquired over 13 companies, most recently, partnering with Ziggis to build locations in Tx and bring the Colorado brand to others. I am also a published author on Servant Leadership, and have 4 degrees, as well as a PhD candidate in Policy/Law.

Signature: Mike Root *Date:* 14Nov2023

Qualifications: All Committee Members must be U. S. Citizens, bona fide residents and qualified electors who have resided in the Town of Mead for at least twelve (12) consecutive months immediately preceding the date of appointment.

Committee/Commission Meeting Days
Finance Committee *- Quarterly, Tuesday Mornings*
Planning Commission *- Third Wednesday of Month*
Events Committee *- Second Tuesday of Month*

MEAD
COLORADO

Town of Mead
Application for Committee/Commission Membership

Name Tim Corliss
(Please Print)

Address [redacted]

City/State/Zip Code Mead, CO 80542

Home Telephone Number [redacted]

Business Telephone Number

E-Mail Address [redacted]

Length of Residency in Mead 1+ years

Committee or Commission Applying For Planning

Are You a Registered Voter in the Town of Mead Yes

What is Your Occupation Data Science

What Background or Interest Do You Bring to This Position and What Would You Like To Work On? 18+ years as a volunteer for Leukemia Lymphoma Society
20+ years experience in Sales, Finance, marketing & operation
I would like to volunteer my time to help support our community and help make Mead an even better place to live.

Signature: Date: 3/31/22

Qualifications: All Committee Members must be U. S. Citizens, bona fide residents and qualified electors who have resided in the Town of Mead for at least twelve (12) consecutive months immediately preceding the date of appointment.

Committee/Commission Meeting Days
Finance Committee - Quarterly, Tuesday Mornings
Planning Commission - Third Wednesday of Month
Events Committee - Second Tuesday of Month