



BOARD OF TRUSTEES

441 3rd Street, Mead
Monday, March 28, 2022

AGENDA

I. 5:15 p.m. to 6:00 p.m.

Work Session: Home Rule

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

In accordance with the Town's Disaster Declaration dated March 21, 2020 related to the COVID-19 virus and the Town's Emergency Electronic Participation Policy for Regular and Special Meetings, this meeting will be held virtually in Zoom. Virtual access information including the Zoom meeting link will be provided on the Town's website and at designated posting places at least 24 hours prior to the meeting.

1. Call to Order – Roll Call

Mayor Colleen Whitlow
Mayor Pro Tem David Adams
Trustee Brooke Babcock
Trustee Debra Brodhead
Trustee Chris Cartwright
Trustee Trisha Harris
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.](#) Managers Report

6. Proclamations

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

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

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

[a.](#) Approval of Minutes - Regular Meeting March 14, 2022

[b.](#) February 2022 Financials

[c.](#) Check Register March 23, 2022

[d.](#) **Resolution 24-R-2022** - A Resolution of the Town of Mead, Colorado, Approving the First Amendment to Agreement for Professional Services with Ditesco, LLC and Authorizing Execution of Task Order 2022-004 (Re Construction Management for Design and Construction Services - Town of Mead Community Center / Bean Plant)

- e. **Ordinance No. 992** - An Ordinance of the Town of Mead, Colorado, Amending Sections 13-1-80 and 13-1-200 of the *Mead Municipal Code* to Establish a Transfer Fee and Permit Alternative Rate Calculation Methods
- f. **Resolution 25-R 2022** - A Resolution of the Town of Mead, Colorado, Amending the Town's Comprehensive Fee Schedule to Include Sewer Transfer Application Fees
- g. **Resolution 26-R-2022** - A Resolution of the Town of Mead, Colorado, Approving a Contract Award to Insituform Technologies, LLC for the Welker Avenue, 5th Street North of Palmer, and the Alley East of 2nd Street Sanitary Sewer Rehabilitation Project (Engineer Project No. 1015.6e)
- h. **Resolution No. 27-R-2022** - A Resolution of the Town of Mead, Colorado, Approving a License and Easement Agreement Concerning the Relocation of Portions of the McKay Lateral Ditch
- i. **Resolution 28-R-2022** - A Resolution of the Town of Mead, Colorado, Approving a Non-Exclusive Public Utility Easement Agreement With Public Service Company of Colorado for Installation of Improvements for the Town's Future Public Works Facility on Certain Real Property Owned by the Town

9. New Business

- a. Community Event Application - Mead Motorheads
- b. Community Center - Direction to Staff

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

11. Elected Official Reports

- a. Town Trustees
- b. Mayor Whitlow

12. Community Development

13. Legislative Update

14. Adjournment

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

TO: Honorable Mayor and Trustees

FROM: Helen Migchelbrink, Town Manager

DATE: March 28, 2022

SUBJECT: Town Manager Report

- Municipal Court was held on 3/17/2021 with 20 cases for arraignment. Court is back to in-person session. Judge Thrower would welcome Board members to attend court. Staff is scheduling Judge Thrower for a future Board meeting informational item with a report on Municipal Court. Currently there are 34 cases set for arraignment on April 21st.
- The Town of Mead hosted a very successful Blood Drive on March 18. We had a total of 42 donations, and 13 first time donors. 32 whole blood donations were collected and 10 power red blood cell donations were collected.
- Residential construction has not picked up momentum in 2022 yet as Lakeside Canyon is not quite ready to issue building permits. It is anticipated they will begin construction of new homes by April. The Highlands continues to build homes and many new families are moving in. The amphitheater/playground is complete.
- The Police Department recently responded to the theft of a large amount of fuel from the Conoco station. On Wednesday, March 16, between the hours of 2:15 a.m. and 4:30 a.m. two box trucks were used to steal 962 gallons of diesel fuel from the Conoco in Mead. The suspects were able to bypass the pump and take the fuel without paying. A similar theft recently occurred in Aurora.
- 2022 sewer rates go into effect March 1st and will be seen on residents' April billing. Annually, sewer user fees are reviewed based on reported water usage and rate adjustments approved by the Board. About 20 users showed unexpectedly large increases in water usage and have been contacted to inspect for leaks or errors with Little Thompson.
- Staff will be presenting options for moving forward with demolition efforts and construction of the Bean Plant Community Center at tonight's board meeting.
- The Town will be issuing a Request for Proposals for a master plan concept on the 32 acre parcel the Town owns on the east side of Liberty Ranch and west of CR 7. The property is being considered as a location for a future Police facility as well as a Mountainview Fire Protection District station.
- Mayor Whitlow attended the Mayor's Summit on Entrepreneurship held in Berthoud on March 25.
- Staff attended a training session on Open Records this week presented by the Town Attorney's office. Additional training was provided for Police and Town Clerk.
- Staff has been working with the developers/contractors of the Rangeview Subdivision to address neighbors' concerns about noise and disruptions associated with the construction of the subdivision.
- Key projects update:
 - Third Street Reconstruction Project: Concrete punch list work resumed on March 22.
 - Public Works Facility: The prefabricated metal building erection is complete, and the siding is now being placed.
 - Lorin Mead Park at Highland Lake Improvements: The structural steel shop drawings have been approved and the steel is expected to be installed in early April, with final completion in early June.
 - 3rd and Welker Intersection – The Town was awarded \$1.6 million from DRCOG for this project with TIP waitlist funds. Additional funds may still be forthcoming from the Safer Main Streets grant application. Staff conducted a progress meeting with the design team on March 22. Concurrence will be needed from CDOT to move forward with real estate acquisition and

environmental clearances now that federal funds are included, which will likely push the project to 2024.

- YTD totals for new single family home permits:
 - 2022 YTD 14 SF Permits, 64 Certificates of Occupancy
- Boards and Commissions
 - The Planning Commission met on March 16 to review land use code revisions and passed the proposed changes. One application has been received for the open Planning Commission position. Municipal Code requires any applicant to attend two meetings prior to consideration for appointment by the Board of Trustees. The applicant attended the March meeting. Additionally, the Planning Commission Alternate has resigned due to moving outside of Mead. This leaves a vacant regular position and a vacant alternate position. Both are being advertised on social media.
 - The Finance Committee receives monthly financial reports and will meet in April 2022.
- Human Resources
 - The Town is advertising for Police positions, Public Works Maintenance Worker I/II and an Administrative Assistant. The newly launched Neogov platform is now live on our website.

Community Development

- The QuikTrip Site Plan and Site Plan Agreement are scheduled for a Board meeting in April.
- Proposed revisions to the allowed land uses in non-residential zone districts will be considered by the Board in April.
- The Waterfront Preliminary Plat is scheduled to appear before the Board in May.
- The Meadow Ridge Preliminary Plat is scheduled to appear before the Board in May.
- Staff is working on the Mead Distribution Center project (in the Raterink subdivision) Site Plan and Site Plan Agreement. These applications will be scheduled for a Board meeting once documents are completed.

Public Works and Engineering

- Staff is working closely with CDOT to award the on-call RFQ for federally procured engineering design services which will be used on grant related projects like the SH66 underpass. References have been checked, and an award is expected at the next Board meeting.
- The annual bridge inspections are complete. Reports will be forthcoming with the results and recommendations.
- Routine sweeping was completed on the entire street network, including the new subdivisions.

Community Engagement

- The annual Eggstravaganza Egg Hunt is scheduled for April 9, 2022, at Founders Park, starting at 10:00 a.m.
- Summer Baseball registration will begin in April. Recreation will be adding Coach Pitch Division for kids 7-9 years.
- Staff has been working with Broe Real Estate and Upstate Colorado to coordinate a kickoff event for the new Access 25 Logistics Park (Home Depot). A tentative date of April 14, from 12-2 p.m. has been scheduled. A formalized invitation will be sent to the Board of Trustees in April.
- An Arbor Day Celebration will be held on April 15 at Mead Town Park. Public Works will be planting 3 trees and providing a short informational presentation. There will be Arbor Day freebees and collections of leaves, stems, and bark for children and participants to explore.

Police Department

- Report Attached



Mead Police Department

Mid-Monthly Activity - March 2022

STAFFING:

Sergeants Ellis (Blue Side), Holmen (Red Side), and Officers Cramblet, Hansen, Palmer, Prince and Salazar are working patrol.

Community Service Officer (CSO) Amber Burtis responds to code and animal calls.

School Resource Officer Synn is assigned to Mead Schools.

Officer McElroy is in field training.

NOTABLE CALLS FOR SERVICE:

Attempted trespass – Hughes Drive – 22ML00913 – 03/01/2022

Subject approached residence during the night and tried to open the front door. Under Investigation.

Crash – Hwy 66 / WCR 13 – 22ML00932 – 03/01/2022

Two vehicle non-injury crash. Driver cited for careless driving.

Theft – Park n Ride – 22ML00935 – 03/01/2022

Catalytic converter stolen from victim's vehicle.

Fraud – Kum and Go – 22ML00965 – 03/03/2022

Victim's credit card was used to purchase gas.

Fraud – Mead – 22ML00973 – 03/03/2022

Victim's information was used to open a COSTCO account.

Assist Other Agency – I-25 / mm245 – 22ML00986 – 03/04/2022

Officers assisted Larimer County with the recovery of a stolen vehicle.

Road rage – I-25 / Hwy 66 – 22ML00997 – 03/04/2022

Victims believes that suspect waved a gun.

Crash – Hwy 66 / WCR 13 – 22ML01012 – 03/04/2022

Two vehicle injury crash. Driver cited for careless driving.

Assault / DV – Mead – 22ML01018 – 03/05/2022

Domestic assault reported. The victim sustained serious bodily injury and the suspect was arrested and charged with first degree assault, harassment, and domestic violence.

Crash – WCR 28 / WCR 7 – 22ML01022 – 03/05/2022

Two vehicle injury crash. Driver cited for careless driving.

Crash – WCR 28 / WCR 7 – 22ML01023 – 03/05/2022

Additional crash at same location and related to the one above.

Abandoned Vehicle – WCR 34 / I-25 off-ramp – 22ML01041 – 03/07/2022

Black Honda Accord towed.

Crash – Hwy 66 / WCR 9.5 – 22ML01069 – 03/09/2022

Single vehicle crash. Some damage to property, owner notified.

Theft – Tractor Supply – 22ML01070 – 03/09/2022

Two individuals concealed items and took them without paying. Subjects were contacted and cited for theft.

Abandoned Vehicle – WCR 34 / I-25 off-ramp – 22ML01080 – 03/09/2022

Silver Subaru Impreza towed.

Violation of Restraining Order – Mead – 22ML01081 – 03/09/2022

Electronic messages to victim.

Theft – 14200 block of Longs Peak Court – 22ML01098 – 03/10/2022

Checks stolen out of mail.

Fraud – Kum and Go – 22ML01103 – 03/10/2022

Fictitious credit card used to purchase fuel.

Threats – Mead Middle School – 22ML01116 – 03/11/2022

An anonymous threats complaint was investigated, and no legitimate threat was found. (See press release)

Crash – Hwy 66 / WCR 7 – 22ML01124 – 03/11/2022

Two vehicle non-injury crash.

Dog Bite – Wagon Trail – 22ML01132 – 03/12/2022

Owner was bite by own dog.

Crash – [REDACTED] WCR 7 – 22ML01150 – 03/14/2022

Two vehicle non-injury crash.

Crash – Hwy 66 / WCR 5.5 – 22ML01170 – 03/15/2022
Two vehicle non-injury crash.



Vietnam War Veterans Day

March 29, 2022

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

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

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

NOW, THEREFORE, I, **Colleen Whitlow, Mayor**, do hereby designate March 29, 2022, as Vietnam War Veterans Day in Mead.

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

On this 28th Day of March, 2022

Colleen G. Whitlow
Mayor

**Town of Mead
Regular Meeting
Board of Trustees
March 14, 2022
6:00 p.m.**

Section 8, Item a.

1. Call to Order - Roll Call

Mayor Colleen Whitlow called the Regular Meeting of the Board of Trustees to order at 6:15 p.m.

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

Present	Mayor Colleen Whitlow Mayor Pro Tem David Adams (via virtual access) Trustee Brooke Babcock Trustee Debra Brodhead Trustee Chris Cartwright Trustee Trisha Harris Trustee Herman Schranz
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Absent	None
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Also present: Town Manager Helen Migchelbrink; Town Clerk / Treasurer Mary Strutt; Police Chief Brent Newbanks; Assistant Town Attorney Christiana McCormick; Town Engineer / Public Works Director Erika Rasmussen; Public Information Officer Lorelei Nelson; Community Development Director Jason Bradford.

Attending via virtual access: members of the public.

2. Moment of Silence

Mayor Whitlow requested the observance of a moment of silence for former mayor Robert Clark and the people of Ukraine.

3. Pledge of Allegiance to the Flag

The assembly pledged allegiance to the flag.

4. Review and Approve Agenda

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

5. Staff Report: Town Manager Report

Town Manager Helen Migchelbrink discussed police staffing; potential citizens' initiative for marijuana; broadband IGA; Boulder Scientific.

6. Informational Items

- a. Shaping our Identity – Continuation of Branding

Public Information Officer Lorelei Nelson discussed the branding efforts which, since 2019, have included a new logo, updated website, improved signage. Next steps are to incorporate video into web/social media messages.

7. Public Comment

Weld County resident Brien Sponaule discussed the staging area for Range View development.

8. Consent Agenda

- a. Approval of Minutes–Regular Meeting February 28, 2022
- b. February 2022 Aging Report
- c. Check Register March 9, 2022
- d. **Resolution No. 21-R-2022** – A Resolution of the Town of Mead, Colorado, Approving Mead Police Department Taser Upgrades and Training
- e. **Resolution No. 22-R-2022** – A Resolution of the Town of Mead, Colorado, Granting Conditional Acceptance of the Phase 1C Landscaping Improvements (Highlands Filing No.1 Final Plat)

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

9. Public Hearing

- a. **Resolution No. 23-R-2022** – A Resolution of the Town of Mead, Colorado, Conditionally Approving the Service Plan for Grand Meadow Metropolitan District, and Authorizing Execution of the Intergovernmental Agreement Between the Town and the Grand Meadow Metropolitan District

Mayor Whitlow opened the public hearing at 6:43 p.m.

Deputy Town Attorney Silvia Buchenic reviewed the metropolitan district approval criteria.

Mark Ruhland, Collins, Cockrel & Cole, presented the Grand Meadow Metropolitan service plan.

There was no public comment at this time.

The Board discussed the debt service, mill levy and amenities.

Motion was made by Trustee Schranz, seconded by Trustee Harris, to adopt Resolution No. 23-R-2022 – a Resolution of the Town of Mead, Colorado, Conditionally Approving the Service Plan for Grand Meadow Metropolitan District, and Authorizing Execution of the Intergovernmental Agreement Between the Town and the Grand Meadow Metropolitan District. Motion carried 7-0, on a roll call vote.

Mayor Whitlow closed the public hearing at 7:14 p.m.

10. Public Comment

There was no public comment at this time.

11. Elected Officials Report

a. Town Trustees

The Trustees discussed the Access 25 Business Park; traffic signal over I-25; sales tax question for police revenue; Red Deer Lake; Home Rule.

b. Mayor Whitlow

Mayor Whitlow recognized the Mead Police Department for Police Week.

12. Executive Session: Pursuant to C.R.S Section 24-6-402(4)(b) for legal advice on specific legal questions regarding the process of disconnection under State law

Motion was made by Trustee Babcock, seconded by Trustee Schranz, to enter into executive session pursuant to C.R.S. Section 24-6-402(4)(b) for legal advice on specific legal questions regarding the process of disconnection under State law. Motion carried 7-0, on a roll call vote.

Mayor Whitlow convened the Executive Session at 7:34 p.m.

The Board returned to the Regular Meeting from Executive Session at 8:22 p.m. Those present for the Executive Session were Mayor Whitlow, Mayor Pro Tem Adams (virtually), Trustees Babcock, Brodhead, Cartwright, Harris and Schranz, Deputy Town Attorney Christiana McCormick, Town Manager Helen Migchelbrink, Town Clerk/Treasurer Mary Strutt, Town Engineer / Public Works Director Erika Rasmussen, Community Development Director Jason Bradford and Police Chief Brent Newbanks.

Mayor Pro Tem Adams left the session at approximately 8:08 p.m.

RECONVENE REGULAR MEETING

13. Executive Session Action Items

No further action was taken.

14. Adjournment

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

The Regular Meeting of the Town of Mead Board of Trustees adjourned at approximately 8:23 p.m. on Monday, March 14, 2022.

ATTEST:

Colleen G. Whitlow, Mayor

Mary E. Strutt, MMC, Town Clerk

TOWN OF MEAD
COMBINED CASH INVESTMENT
FEBRUARY 28, 2022

Section 8, Item b.

COMBINED CASH ACCOUNTS

99-01-1001	INDEPENDENT BANK - CHECKING	3,101,059.74
99-01-1002	TBK BANK - OFFICE CHECK	33,313.90
99-01-1003	TBK BANK - MONEY MARKET	146,600.61
99-01-1005	TBK BANK - FLEX DEBIT CARDS	37,306.23
99-01-1010	WELLS FARGO SEC MM FUND	.31
99-01-1011	XPRESS DEPOSIT ACCOUNT	237,271.59
99-01-1023	COLOTRUST PLUS	8,603,453.04
99-01-1024	COLOTRUST PRIME	10,000.69
99-01-1025	CSIP	3,055,962.59
99-01-1026	CSAFE	12,062,644.80
99-01-1077	COURT CASH CLEARING	(470.00)
99-01-1080	INTEREST CLEARING	(12.26)
	TOTAL COMBINED CASH	27,287,131.24
99-01-0100	CASHALLOCATED TO OTHER FUNDS	(27,287,131.24)
	TOTAL UNALLOCATED CASH	.00

CASH ALLOCATION RECONCILIATION

1	ALLOCATION TO GENERAL FUND	11,276,522.98
5	ALLOCATION TO CONSERVATION TRUST FUND	64,330.57
6	ALLOCATION TO SEWER FUND	1,699,202.18
8	ALLOCATION TO POLICE FUND	183,355.43
9	ALLOCATION TO MUNICIPAL FACILITIES FUND	4,926,291.76
11	ALLOCATION TO DOWNTOWN FUND	5,716.55
13	ALLOCATION TO STORM DRAINAGE FUND	110,885.83
14	ALLOCATION TO TRANSPORTATION FUND	2,760,295.34
18	ALLOCATION TO PARKS & OPEN SPACE	1,827,709.01
19	ALLOCATION TO CAPITAL IMPROVEMENT FUND	925,526.40
20	ALLOCATION TO MEAD URBAN RENEWAL AUTHORITY	3,503,398.71
21	ALLOCATION TO ART IN PUBLIC PLACES FUND	6,101.48
	TOTAL ALLOCATIONS TO OTHER FUNDS	27,289,336.24
	ALLOCATION FROM COMBINED CASH FUND - 99-01-0100	(27,287,131.24)
	ZERO PROOF IF ALLOCATIONS BALANCE	2,205.00

TOWN OF MEAD
BALANCE SHEET
FEBRUARY 28, 2022

Section 8, Item b.

GENERAL FUND

ASSETS

01-01-0100	CASH IN COMMON - GF	11,276,522.98	
01-01-1000	COLOEAST - CHECKING	48.30	
01-01-1006	PETTY CASH	100.00	
01-01-1007	CASH DRAWER - TOWN HALL	350.00	
01-01-1008	CASH DRAWER - POLICE	100.00	
01-01-1250	PROPERTY TAXES RECEIVABLE	1,161,836.00	
01-01-1300	A/R - BILLED ACCOUNTS	(10,322.71)	
01-01-1301	A/R - GENERAL	689,856.74	
01-01-1302	PREPAID EXPENSE	34,998.36	
01-01-1307	24HOUR FLEX DEPOSIT	1,500.00	
TOTAL ASSETS			13,154,989.67

LIABILITIES AND EQUITY

LIABILITIES

01-02-2000	ACCOUNTS PAYABLE	81,172.31	
01-02-2300	EMPLOYEE PENSION PAYABLE	9,576.56	
01-02-2301	SALARY WAGES PAYABLE	(.01)	
01-02-2302	FLEXPLAN PAYABLE	2,336.68	
01-02-2306	RESTITUTION PAYABLE	477.66	
01-02-2307	SURCHARGE PAYABLE	1,325.00	
01-02-2308	DEPOSITS PAYABLE	3,250.00	
01-02-2310	EMPLOYEE HEALTH INS. PAYABLE	8,665.51	
01-02-2311	FPPA PAYABLE	102.90	
01-02-2312	WORKERS COMP INSURANCE PAYABLE	18,239.89	
01-02-2314	401(A) CONTRIBUTIONS PAYABLE	(6,221.56)	
01-02-2400	FED. WITHHOLDING TAX PAYABLE	1,760.65	
01-02-2401	SOCIAL SECURITY TAX PAYABLE	330.90	
01-02-2402	MEDICARE TAX PAYABLE	74.39	
01-02-2403	STATE WITHHOLDING TAX PAYABLE	413.00	
01-02-2404	STATE UNEMPLOYMENT TAX PAYABLE	2,808.06	
01-02-2410	MISC PAYROLL PAYABLE	88.90	
01-02-2600	WARRANTY FUNDS	1,714,698.20	
01-02-2610	DEVELOPER DEPOSITS	133,000.00	
01-02-2615	DEVELOPER LIABILITIES	221,479.91	
01-02-2700	DEFERRED INFLOWS- PROPERTY TAX	1,161,836.00	
TOTAL LIABILITIES			3,355,414.95

FUND EQUITY

01-02-3001	FUND BALANCE	8,660,200.73	
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UNAPPROPRIATED FUND BALANCE:
REVENUE OVER EXPENDITURES - YTD

1,139,373.99

BALANCE - CURRENT DATE

1,139,373.99

TOTAL FUND EQUITY

9,799,574.72

TOWN OF MEAD
BALANCE SHEET
FEBRUARY 28, 2022

Section 8, Item b.

GENERAL FUND

TOTAL LIABILITIES AND EQUITY

13,154,989.67

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2022

Section 8, Item b.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
01-10-4000 PROPERTY TAX	17,818.04	17,917.58	1,243,835.00	1,225,917.42	1.4
01-10-4005 HIGHWAY USERS TAX	18,476.90	36,293.72	232,092.00	195,798.28	15.6
01-10-4010 SALES TAX	411,659.81	662,578.08	3,341,447.00	2,678,868.92	19.8
01-10-4012 LODGING TAX	26.00	56.00	250.00	194.00	22.4
01-10-4015 ROAD & BRIDGE TAX	20,341.95	20,341.95	80,000.00	59,658.05	25.4
01-10-4020 SPECIFIC OWNERSHIP TAX	7,599.91	13,385.73	70,000.00	56,614.27	19.1
01-10-4025 M.V. REGISTRATION	2,178.30	3,833.73	25,000.00	21,166.27	15.3
01-10-4030 BUILDING PERMIT USE TAX	648,497.46	682,577.23	986,108.00	303,530.77	69.2
01-10-4040 CIGARETTE TAX	1,947.32	3,515.25	12,000.00	8,484.75	29.3
01-10-4050 MURA REVENUE SHARING	.00	.00	124,408.00	124,408.00	.0
01-10-4070 FEDERAL MINERAL LEASE	.00	.00	25,000.00	25,000.00	.0
01-10-4071 STATE SEVERANCE TAXES	.00	.00	4,000.00	4,000.00	.0
TOTAL TAXES	1,128,545.69	1,440,499.27	6,144,140.00	4,703,640.73	23.5
<u>FEES AND PERMITS</u>					
01-11-4100 BUILDING PERMIT FEES	220,172.62	256,768.88	1,298,878.00	1,042,109.12	19.8
01-11-4102 OTHER PERMITS	2,217.50	7,402.50	34,000.00	26,597.50	21.8
01-11-4103 CONVENIENCE FEE	1,287.38	2,532.62	15,000.00	12,467.38	16.9
01-11-4110 BUILDING PERMIT - ADMIN. FEES	4,700.00	7,950.00	80,640.00	72,690.00	9.9
01-11-4111 PASSPORT FEES	565.00	1,635.00	8,000.00	6,365.00	20.4
01-11-4112 TOWN HALL/PARK FEES	105.00	660.00	4,800.00	4,140.00	13.8
01-11-4120 FRANCHISE FEES	21,434.67	42,083.87	200,573.00	158,489.13	21.0
01-11-4130 DEVELOPER APPLICATION FEES	720.99	3,185.48	100,000.00	96,814.52	3.2
01-11-4140 ROYALTIES	34,982.24	78,456.78	208,133.00	129,676.22	37.7
01-11-4145 STREET CUT PERMITS	150.00	3,162.00	24,926.00	21,764.00	12.7
TOTAL FEES AND PERMITS	286,335.40	403,837.13	1,974,950.00	1,571,112.87	20.5
<u>LICENSES</u>					
01-12-4200 BUSINESS/SALES TAX LICENSE	1,030.00	5,552.50	30,000.00	24,447.50	18.5
01-12-4210 LIQUOR LICENSE	.00	.00	2,634.00	2,634.00	.0
01-12-4220 PET LICENSES	40.00	202.00	650.00	448.00	31.1
TOTAL LICENSES	1,070.00	5,754.50	33,284.00	27,529.50	17.3

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2022

Section 8, Item b.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CHARGES FOR SERVICES</u>					
01-13-4303 MISC. BILLBACKS	.00	.00	300.00	300.00	.0
01-13-4304 IGA--SCHOOL RESOURCE OFFICERS	.00	.00	150,000.00	150,000.00	.0
01-13-4305 SCHOOL GUARD REIMBURSEMENT	563.50	2,082.50	14,000.00	11,917.50	14.9
01-13-4310 NEW DEVELOPMENT CHARGES	29,220.00	61,113.75	200,000.00	138,886.25	30.6
01-13-4624 SENIOR EVENT FEES	.00	.00	2,500.00	2,500.00	.0
01-13-4625 RECREATION REGISTRATION FEES	6,390.00	11,412.00	32,000.00	20,588.00	35.7
TOTAL CHARGES FOR SERVICES	36,173.50	74,608.25	398,800.00	324,191.75	18.7
<u>FINES AND FORFEITS</u>					
01-14-4420 COURT FINES	1,460.00	2,610.00	36,000.00	33,390.00	7.3
01-14-4422 COURT COSTS	450.00	800.00	9,300.00	8,500.00	8.6
01-14-4423 POLICE REPORTS	305.50	418.00	1,500.00	1,082.00	27.9
01-14-4620 MISC. INCOME	3,356.34	3,381.34	300.00	(3,081.34)	1127.1
TOTAL FINES AND FORFEITS	5,571.84	7,209.34	47,100.00	39,890.66	15.3
<u>GRANTS & ECONOMIC DEVELOPMENT</u>					
01-15-4512 GRANT-WELD SENIOR FOUNDATION	.00	.00	2,750.00	2,750.00	.0
01-15-4516 GRANT - UNITED WAY	.00	.00	1,500.00	1,500.00	.0
01-15-4518 FED'L GRANT--AMER RESCUE PLAN	.00	.00	594,568.00	594,568.00	.0
01-15-4526 POLICE GRANTS	.00	.00	1,500.00	1,500.00	.0
TOTAL GRANTS & ECONOMIC DEVELOPME	.00	.00	600,318.00	600,318.00	.0
<u>MISCELLANEOUS</u>					
01-18-4619 INTEREST & DIVIDEND INCOME	732.53	1,288.55	5,400.00	4,111.45	23.9
01-18-4620 MISC. INCOME	2,812.15	2,812.15	10,000.00	7,187.85	28.1
01-18-4622 DONATIONS/FUNDRAISING	.00	.00	10,000.00	10,000.00	.0
01-18-4623 SALE OF ASSETS	.00	.00	30,000.00	30,000.00	.0
01-18-4625 METRO DISTRICT PAYMENTS	.00	.00	45,000.00	45,000.00	.0
01-18-4648 DELINQUENT INTEREST EARNED	(113.43)	(98.39)	.00	98.39	.0
TOTAL MISCELLANEOUS	3,431.25	4,002.31	100,400.00	96,397.69	4.0
TOTAL FUND REVENUE	1,461,127.68	1,935,910.80	9,298,992.00	7,363,081.20	20.8

TOWN OF MEAD
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	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
01-40-5001 SALARIES & WAGES	26,521.71	53,176.62	397,748.00	344,571.38	13.4
01-40-5050 CLEANING	829.50	829.50	15,000.00	14,170.50	5.5
01-40-5055 OVERTIME	16.07	16.07	1,000.00	983.93	1.6
01-40-5060 PAYROLL TAXES	2,010.61	4,028.58	31,721.00	27,692.42	12.7
01-40-5065 WORKERS COMP	202.31	404.72	5,000.00	4,595.28	8.1
01-40-5066 HEALTH INSURANCE	4,697.92	9,454.34	68,272.00	58,817.66	13.9
01-40-5067 DEFERRED COMP/RETIREMENT	1,955.84	3,912.92	23,000.00	19,087.08	17.0
01-40-5068 MEDICAL SAVINGS	114.58	364.16	3,480.00	3,115.84	10.5
01-40-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	299.50	500.00	200.50	59.9
01-40-5200 OFFICE SUPPLIES	524.45	534.73	12,000.00	11,465.27	4.5
01-40-5201 COMPUTER/TECHNOLOGY	7,960.14	9,899.14	40,000.00	30,100.86	24.8
01-40-5202 PRINTING EXPENSE	105.42	105.42	10,000.00	9,894.58	1.1
01-40-5203 UNIFORMS	110.00	110.00	1,200.00	1,090.00	9.2
01-40-5205 POSTAGE	736.20	736.20	8,000.00	7,263.80	9.2
01-40-5210 OPERATING SUPPLIES	454.52	575.24	7,500.00	6,924.76	7.7
01-40-5212 FURNISHINGS	.00	.00	5,000.00	5,000.00	.0
01-40-5215 REPAIRS & MAINT	1,042.55	1,042.55	60,000.00	58,957.45	1.7
01-40-5220 TOWN DECORATIONS	249.82	249.82	.00	(249.82)	.0
01-40-5253 GAS & OIL	87.81	87.81	1,000.00	912.19	8.8
01-40-5300 TELEPHONE	270.36	672.17	7,002.00	6,329.83	9.6
01-40-5305 UTILITIES	691.35	857.24	12,978.00	12,120.76	6.6
01-40-5310 TRASH REMOVAL	117.45	189.90	3,134.00	2,944.10	6.1
01-40-5315 COPIER EXPENSES	650.77	870.38	9,000.00	8,129.62	9.7
01-40-5320 PROPERTY & LIABILITY INSURANCE	.00	1,330.88	7,455.00	6,124.12	17.9
01-40-5325 INTERNET/WEBSITE EXPENSE	.00	2,255.30	10,000.00	7,744.70	22.6
01-40-5330 TRAINING	550.66	550.66	22,000.00	21,449.34	2.5
01-40-5331 DUES AND SUBSCRIPTIONS	133.97	133.97	7,500.00	7,366.03	1.8
01-40-5332 TUITION REIMBURSEMENT	.00	.00	6,000.00	6,000.00	.0
01-40-5351 RED DEER LAKE MAINTENANCE	.00	.00	2,000.00	2,000.00	.0
01-40-5353 WATER ASSESSMENTS	.00	.00	1,400.00	1,400.00	.0
01-40-5400 LEGAL FEES	14,799.32	14,799.32	184,680.00	169,880.68	8.0
01-40-5401 CONSULTING FEES	4,989.77	8,467.77	130,952.00	122,484.23	6.5
01-40-5415 AUDIT FEES	.00	.00	13,191.00	13,191.00	.0
01-40-5416 PASSPORT EXPENSES	.00	.00	1,000.00	1,000.00	.0
01-40-5425 COUNTY TREASURER'S FEE	178.20	179.35	12,438.00	12,258.65	1.4
01-40-5426 PROPERTY/SALES TAX REBATE	.00	.00	1,000.00	1,000.00	.0
01-40-5700 MISC. EXPENSE	100.00	214.86	10,000.00	9,785.14	2.2
01-40-5701 BANK FEES	1,836.55	3,385.15	11,000.00	7,614.85	30.8
01-40-5705 MILEAGE	383.35	733.35	5,000.00	4,266.65	14.7
01-40-5720 CONTINGENCIES	.00	.00	25,000.00	25,000.00	.0
TOTAL ADMINISTRATION	72,321.20	120,467.62	1,173,151.00	1,052,683.38	10.3

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<u>BOARD OF TRUSTEES</u>					
01-41-5001 SALARIES & WAGES	1,326.93	2,653.85	18,750.00	16,096.15	14.2
01-41-5030 MAYOR AND BOARD SALARIES	1,916.00	3,832.00	26,592.00	22,760.00	14.4
01-41-5060 PAYROLL TAXES	243.98	487.96	3,469.00	2,981.04	14.1
01-41-5065 WORKERS COMP	2.21	4.42	150.00	145.58	3.0
01-41-5066 HEALTH INSURANCE	183.69	367.38	2,527.00	2,159.62	14.5
01-41-5067 DEFERRED COMP	66.34	132.68	1,073.00	940.32	12.4
01-41-5068 MEDICAL SAVINGS	6.24	12.48	102.00	89.52	12.2
01-41-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	500.00	500.00	.0
01-41-5201 COMPUTER / TECHNOLOGY	2,095.00	2,095.00	10,000.00	7,905.00	21.0
01-41-5210 OPERATING SUPPLIES	.00	23.98	2,000.00	1,976.02	1.2
01-41-5212 FURNISHINGS	399.99	399.99	11,500.00	11,100.01	3.5
01-41-5230 ELECTIONS	.00	.00	15,000.00	15,000.00	.0
01-41-5320 PROPERTY & LIABILITY INSURANCE	.00	724.85	2,982.00	2,257.15	24.3
01-41-5330 TRAINING	49.00	49.00	15,000.00	14,951.00	.3
01-41-5331 DUES & SUBSCRIPTIONS	408.00	408.00	1,000.00	592.00	40.8
01-41-5340 PUBLISHED NOTICES	27.44	27.44	2,500.00	2,472.56	1.1
01-41-5341 ORDINANCE CODIFICATION	.00	1,065.00	6,500.00	5,435.00	16.4
01-41-5347 COMMUNITY CONTRIBUTIONS	7,500.00	7,500.00	24,000.00	16,500.00	31.3
01-41-5430 RECORDING FEES	.50	.50	4,000.00	3,999.50	.0
01-41-5700 MISC. EXPENSE	503.15	503.15	5,000.00	4,496.85	10.1
01-41-5841 BOARD OUTREACH ACTIVITIES	.00	.00	10,000.00	10,000.00	.0
 TOTAL BOARD OF TRUSTEES	 14,728.47	 20,287.68	 162,645.00	 142,357.32	 12.5

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<u>POLICE</u>					
01-42-5001 SALARIES & WAGES	90,141.16	164,306.90	1,343,687.00	1,179,380.10	12.2
01-42-5016 MERIT	.00	.00	54,747.00	54,747.00	.0
01-42-5050 CLEANING	592.31	592.31	6,000.00	5,407.69	9.9
01-42-5055 OVERTIME	5,275.71	10,961.10	25,000.00	14,038.90	43.8
01-42-5060 PAYROLL TAXES	2,377.49	4,351.68	29,536.00	25,184.32	14.7
01-42-5065 WORKERS COMP	2,426.97	4,463.39	20,000.00	15,536.61	22.3
01-42-5066 HEALTH INSURANCE	13,324.28	21,824.52	198,509.00	176,684.48	11.0
01-42-5067 DEFERRED COMP	415.36	831.69	5,000.00	4,168.31	16.6
01-42-5068 MEDICAL SAVINGS	171.18	337.82	4,000.00	3,662.18	8.5
01-42-5069 FPPA	6,787.49	12,361.38	106,339.00	93,977.62	11.6
01-42-5071 D&D	2,413.35	4,395.17	36,496.00	32,100.83	12.0
01-42-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	265.00	7,500.00	7,235.00	3.5
01-42-5200 OFFICE SUPPLIES	164.88	164.88	4,000.00	3,835.12	4.1
01-42-5201 COMPUTER / TECHNOLOGY	9,374.36	11,690.03	26,125.00	14,434.97	44.8
01-42-5203 UNIFORMS	74.00	74.00	400.00	326.00	18.5
01-42-5210 OPERATING SUPPLIES	804.73	1,028.08	17,000.00	15,971.92	6.1
01-42-5215 REPAIR & MAINTENANCE	.00	.00	17,500.00	17,500.00	.0
01-42-5216 FLEET R&M	2,032.37	2,263.49	20,000.00	17,736.51	11.3
01-42-5253 GAS & OIL	2,076.20	2,076.20	25,000.00	22,923.80	8.3
01-42-5254 TOOLS & EQUIPMENT	19.99	1,336.35	17,800.00	16,463.65	7.5
01-42-5255 EQUIPMENT	3,642.84	15,944.77	66,710.00	50,765.23	23.9
01-42-5300 COMMUNICATION/DISPATCH SERV	1,271.17	1,291.17	15,480.00	14,188.83	8.3
01-42-5305 UTILITIES	795.35	940.59	10,000.00	9,059.41	9.4
01-42-5310 TRASH REMOVAL	25.19	50.38	3,000.00	2,949.62	1.7
01-42-5315 COPIER EXPENSE	159.56	255.68	1,750.00	1,494.32	14.6
01-42-5320 GENERAL LIABILITY INSURANCE	.00	10,147.96	45,992.00	35,844.04	22.1
01-42-5325 INTERNET/WEBSITE EXPENSE	132.45	262.40	.00	(262.40)	.0
01-42-5330 TRAINING	814.96	899.96	18,300.00	17,400.04	4.9
01-42-5331 DUES & MEMBERSHIPS	802.24	2,685.45	10,460.00	7,774.55	25.7
01-42-5332 TUITION REIMBURSEMENT	.00	.00	6,000.00	6,000.00	.0
01-42-5343 DISPATCH SERVICES	3,000.00	31,941.00	30,841.00	(1,100.00)	103.6
01-42-5346 ANIMAL IMPOUND FEE	190.00	190.00	4,000.00	3,810.00	4.8
01-42-5347 COMMUNITY CONTRACT SERVICES	4,500.00	4,500.00	12,000.00	7,500.00	37.5
01-42-5348 PEST CONTROL	.00	.00	10,000.00	10,000.00	.0
01-42-5349 WELLNESS PROGRAM	.00	45.00	.00	(45.00)	.0
01-42-5350 LAB FEES	.00	.00	2,000.00	2,000.00	.0
01-42-5400 LEGAL FEES	.00	.00	15,000.00	15,000.00	.0
01-42-5700 MISC. EXPENSE	815.77	815.77	7,000.00	6,184.23	11.7
TOTAL POLICE	154,621.36	313,294.12	2,223,172.00	1,909,877.88	14.1

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<u>COMMUNITY DEVELOPMENT</u>					
01-43-5001 SALARIES & WAGES	20,178.05	40,268.41	265,160.00	224,891.59	15.2
01-43-5055 OVERTIME	.00	.00	1,000.00	1,000.00	.0
01-43-5060 PAYROLL TAXES	1,528.72	3,050.57	20,361.00	17,310.43	15.0
01-43-5065 WORKERS COMP	20.89	41.69	700.00	658.31	6.0
01-43-5066 HEALTH INSURANCE	3,048.31	6,096.62	82,844.00	76,747.38	7.4
01-43-5067 DEFERRED COMP	1,008.90	2,013.42	21,559.00	19,545.58	9.3
01-43-5068 MEDICAL SAVINGS	81.24	162.48	464.00	301.52	35.0
01-43-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	500.00	500.00	.0
01-43-5200 OFFICE SUPPLIES	.00	.00	750.00	750.00	.0
01-43-5201 COMPUTER / TECHNOLOGY	.00	.00	10,000.00	10,000.00	.0
01-43-5203 UNIFORMS	170.00	170.00	800.00	630.00	21.3
01-43-5212 FURNISHINGS	.00	.00	5,000.00	5,000.00	.0
01-43-5300 TELEPHONE	88.76	126.76	1,200.00	1,073.24	10.6
01-43-5320 PROPERTY & LIABILITY INSURANCE	.00	2,899.42	11,928.00	9,028.58	24.3
01-43-5330 TRAINING	.00	.00	10,000.00	10,000.00	.0
01-43-5331 DUES & MEMBERSHIPS	.00	.00	2,000.00	2,000.00	.0
01-43-5410 CONSULTANTS	7,237.50	7,237.50	25,000.00	17,762.50	29.0
01-43-5411 ANNEXATIONS & REZONING EXPENSE	.00	.00	30,000.00	30,000.00	.0
01-43-5421 ECONOMIC DEVELOPMENT OUTREACH	.00	.00	20,000.00	20,000.00	.0
01-43-5460 BUILDING INSPECTIONS	19,813.37	19,813.37	641,862.00	622,048.63	3.1
01-43-5700 MISC.	89.28	89.28	1,500.00	1,410.72	6.0
TOTAL COMMUNITY DEVELOPMENT	53,265.02	81,969.52	1,152,628.00	1,070,658.48	7.1

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<u>STREETS</u>					
01-44-5001 SALARIES & WAGES	16,745.65	31,988.48	233,605.00	201,616.52	13.7
01-44-5055 OVERTIME	81.00	186.31	9,000.00	8,813.69	2.1
01-44-5060 PAYROLL TAXES	1,257.72	2,415.55	18,559.00	16,143.45	13.0
01-44-5065 WORKERS COMPENSATION	586.88	1,107.84	7,750.00	6,642.16	14.3
01-44-5066 HEALTH INSURANCE	3,035.16	5,223.62	33,339.00	28,115.38	15.7
01-44-5067 DEFERRED COMP	802.56	1,389.39	4,533.00	3,143.61	30.7
01-44-5068 MEDICAL SAVINGS	79.70	127.88	500.00	372.12	25.6
01-44-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	2,000.00	2,000.00	.0
01-44-5201 COMPUTER / TECHNOLOGY	.00	3,250.00	20,000.00	16,750.00	16.3
01-44-5203 UNIFORMS	425.00	425.00	2,250.00	1,825.00	18.9
01-44-5210 OPERATING SUPPLIES	1,319.29	1,468.21	4,000.00	2,531.79	36.7
01-44-5212 FURNISHINGS	.00	.00	5,000.00	5,000.00	.0
01-44-5216 FLEET R&M	1,334.70	1,441.43	40,000.00	38,558.57	3.6
01-44-5253 GAS & OIL	2,237.86	2,237.86	20,000.00	17,762.14	11.2
01-44-5254 TOOLS	.00	.00	20,000.00	20,000.00	.0
01-44-5255 SAFETY EQUIPMENT	.00	.00	3,500.00	3,500.00	.0
01-44-5300 TELEPHONE	230.89	264.89	2,500.00	2,235.11	10.6
01-44-5305 UTILITIES	3,881.08	3,881.08	35,000.00	31,118.92	11.1
01-44-5320 PROPERTY & LIABILITY INSURANCE	.00	9,060.68	37,276.00	28,215.32	24.3
01-44-5330 TRAINING	225.00	225.00	5,000.00	4,775.00	4.5
01-44-5331 DUES & MEMBERSHIPS	.00	.00	2,000.00	2,000.00	.0
01-44-5363 WEED CONTROL	.00	.00	3,000.00	3,000.00	.0
01-44-5364 SNOW REMOVAL	2,675.37	5,057.60	100,000.00	94,942.40	5.1
01-44-5369 EQUIPMENT RENTAL	2,007.65	3,007.65	48,650.00	45,642.35	6.2
01-44-5502 CAPITAL OUTLAY--EQUIPMENT	32.70	32.70	250,000.00	249,967.30	.0
01-44-5700 MISC. EXPENSE	.00	.00	4,000.00	4,000.00	.0
01-44-5720 CONTINGENCY	.00	.00	10,000.00	10,000.00	.0
TOTAL STREETS	36,958.21	72,791.17	921,462.00	848,670.83	7.9

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<u>PARKS</u>					
01-45-5001 SALARIES & WAGES	16,260.93	31,059.00	222,258.00	191,199.00	14.0
01-45-5055 OVERTIME	175.50	355.72	2,678.00	2,322.28	13.3
01-45-5060 PAYROLL TAXES	1,247.48	2,393.52	17,208.00	14,814.48	13.9
01-45-5065 WORKERS COMP	585.00	1,114.45	5,000.00	3,885.55	22.3
01-45-5066 HEALTH INSURANCE	2,907.80	4,994.30	28,992.00	23,997.70	17.2
01-45-5067 DEFERRED COMP	737.83	1,272.40	7,709.00	6,436.60	16.5
01-45-5068 MEDICAL SAVINGS	83.94	135.57	468.00	332.43	29.0
01-45-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	500.00	500.00	.0
01-45-5210 OPERATING SUPPLIES	273.00	314.98	6,000.00	5,685.02	5.3
01-45-5212 FURNISHINGS	.00	.00	5,000.00	5,000.00	.0
01-45-5215 REPAIRS & MAINTENANCE	576.32	576.32	63,000.00	62,423.68	.9
01-45-5216 FLEET R&M	.00	.00	8,000.00	8,000.00	.0
01-45-5253 GAS & OIL	799.00	799.00	5,000.00	4,201.00	16.0
01-45-5254 UNIFORMS	.00	.00	1,350.00	1,350.00	.0
01-45-5300 TELEPHONE	49.00	72.00	588.00	516.00	12.2
01-45-5305 UTILITIES	696.39	696.39	36,750.00	36,053.61	1.9
01-45-5310 TRASH REMOVAL	60.37	120.74	1,000.00	879.26	12.1
01-45-5320 PROPERTY & LIABILITY INSURANCE	.00	3,624.27	14,911.00	11,286.73	24.3
01-45-5330 TRAINING	1,700.25	1,700.25	750.00	(950.25)	226.7
01-45-5348 PEST CONTROL	.00	.00	33,000.00	33,000.00	.0
01-45-5363 WEED CONTROL	.00	.00	5,000.00	5,000.00	.0
01-45-5369 EQUIPMENT RENTAL	.00	.00	1,000.00	1,000.00	.0
01-45-5370 LANDSCAPING	.00	.00	32,000.00	32,000.00	.0
01-45-5371 TREE MAINTENANCE	.00	.00	20,000.00	20,000.00	.0
01-45-5372 IRRIGATION SYSTEM	.00	.00	5,000.00	5,000.00	.0
TOTAL PARKS	26,152.81	49,228.91	523,162.00	473,933.09	9.4
<u>DRAINAGE</u>					
01-46-5215 REPAIRS & MAINTENANCE	36.89	36.89	.00	(36.89)	.0
TOTAL DRAINAGE	36.89	36.89	.00	(36.89)	.0

TOWN OF MEAD
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GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ENGINEERING</u>					
01-47-5001 SALARIES & WAGES	27,348.69	54,570.42	358,026.00	303,455.58	15.2
01-47-5050 CLEANING	.00	.00	6,000.00	6,000.00	.0
01-47-5055 OVERTIME	91.20	91.20	4,000.00	3,908.80	2.3
01-47-5060 PAYROLL TAXES	2,062.64	4,108.14	27,695.00	23,586.86	14.8
01-47-5065 WORKERS COMP	703.75	1,397.23	2,122.00	724.77	65.8
01-47-5066 HEALTH INSURANCE	3,259.63	6,562.18	23,227.00	16,664.82	28.3
01-47-5067 DEFERRED COMP	1,116.71	2,222.51	3,306.00	1,083.49	67.2
01-47-5068 MEDICAL SAVINGS	97.88	195.76	234.00	38.24	83.7
01-47-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	1,000.00	1,000.00	.0
01-47-5201 COMPUTER/TECHNOLOGY	.00	.00	4,000.00	4,000.00	.0
01-47-5203 UNIFORMS	782.00	782.00	1,000.00	218.00	78.2
01-47-5210 OPERATING SUPPLIES	135.43	415.34	3,000.00	2,584.66	13.8
01-47-5212 FURNISHINGS	.00	.00	3,000.00	3,000.00	.0
01-47-5215 REPAIRS & MAINTENANCE	158.45	158.45	20,000.00	19,841.55	.8
01-47-5216 REPAIR & MAINTENANCE--FLEET	.00	.00	5,000.00	5,000.00	.0
01-47-5253 GAS & OIL	384.26	384.26	3,000.00	2,615.74	12.8
01-47-5300 TELEPHONE	1,171.84	1,297.84	2,400.00	1,102.16	54.1
01-47-5305 UTILITIES	.00	.00	1,500.00	1,500.00	.0
01-47-5310 TRASH	60.38	120.76	1,500.00	1,379.24	8.1
01-47-5315 COPIER EXPENSES	.00	.00	900.00	900.00	.0
01-47-5320 PROPERTY & LIABILITY INSURANCE	.00	1,812.14	7,455.00	5,642.86	24.3
01-47-5330 TRAINING	.00	.00	5,000.00	5,000.00	.0
01-47-5331 DUES & SUBSCRIPTIONS	270.00	270.00	1,500.00	1,230.00	18.0
01-47-5405 ENGINEERING FEES	.00	.00	55,000.00	55,000.00	.0
01-47-5700 MISC. EXPENSE	158.13	158.13	5,000.00	4,841.87	3.2
TOTAL ENGINEERING	37,800.99	74,546.36	544,865.00	470,318.64	13.7

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GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MUNICIPAL COURT</u>					
01-48-5001 SALARIES & WAGES	3,403.73	6,807.44	47,350.00	40,542.56	14.4
01-48-5040 JUDGE	1,000.00	1,000.00	18,400.00	17,400.00	5.4
01-48-5055 OVERTIME	.00	.00	600.00	600.00	.0
01-48-5060 PAYROLL TAXES	257.57	515.14	5,076.00	4,560.86	10.2
01-48-5065 WORKERS COMP	3.54	7.08	1,153.00	1,145.92	.6
01-48-5066 HEALTH INSURANCE	592.86	1,185.72	10,020.00	8,834.28	11.8
01-48-5067 DEFERRED COMP	170.18	340.36	2,429.00	2,088.64	14.0
01-48-5068 MEDICAL SAVINGS	6.24	12.48	104.00	91.52	12.0
01-48-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	500.00	500.00	.0
01-48-5201 COMPUTER/TECHNOLOGY	144.00	288.00	3,000.00	2,712.00	9.6
01-48-5203 UNIFORMS	.00	.00	200.00	200.00	.0
01-48-5300 TELEPHONE	50.77	50.77	720.00	669.23	7.1
01-48-5320 PROPERTY & LIABILITY INSURANCE	.00	724.85	2,982.00	2,257.15	24.3
01-48-5330 TRAINING	.00	.00	500.00	500.00	.0
01-48-5331 DUES & MEMBERSHIPS	22.00	22.00	500.00	478.00	4.4
01-48-5455 PROSECUTING ATTORNEY	1,435.00	2,758.00	25,000.00	22,242.00	11.0
01-48-5456 PUBLIC DEFENDER	.00	.00	10,000.00	10,000.00	.0
01-48-5700 MISC. EXPENSE	15.03	15.03	500.00	484.97	3.0
 TOTAL MUNICIPAL COURT	 7,100.92	 13,726.87	 129,034.00	 115,307.13	 10.6

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GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMUNITY ENGAGEMENT</u>					
01-49-5001 SALARIES & WAGES	11,257.94	21,815.00	144,220.00	122,405.00	15.1
01-49-5055 OVERTIME	.00	.00	5,000.00	5,000.00	.0
01-49-5060 PAYROLL TAXES	829.37	1,603.74	11,415.00	9,811.26	14.1
01-49-5065 WORKERS COMP	135.98	265.21	3,379.00	3,113.79	7.9
01-49-5066 HEALTH INSURANCE	1,824.19	3,648.38	16,987.00	13,338.62	21.5
01-49-5067 DEFERRED COMP	296.16	533.08	1,325.00	791.92	40.2
01-49-5068 MEDICAL SAVINGS	29.16	58.32	208.00	149.68	28.0
01-49-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	1,500.00	1,500.00	.0
01-49-5201 COMPUTER/TECHNOLOGY	.00	.00	2,500.00	2,500.00	.0
01-49-5202 PRINTING EXPENSE	.00	.00	10,000.00	10,000.00	.0
01-49-5203 UNIFORMS	.00	.00	1,000.00	1,000.00	.0
01-49-5205 POSTAGE	.00	.00	2,500.00	2,500.00	.0
01-49-5220 TOWN DECORATIONS	177.32	177.32	10,000.00	9,822.68	1.8
01-49-5236 COMMUNITY ENGAGEMENT	.00	.00	8,500.00	8,500.00	.0
01-49-5260 RECREATION PROGRAM	307.50	493.35	52,320.00	51,826.65	.9
01-49-5261 COMMUNITY DAY	.00	.00	41,600.00	41,600.00	.0
01-49-5262 TOWN EVENTS	.00	9,000.00	59,500.00	50,500.00	15.1
01-49-5265 SENIOR EVENTS	454.00	454.00	13,550.00	13,096.00	3.4
01-49-5300 TELEPHONE	68.00	136.00	960.00	824.00	14.2
01-49-5320 GENERAL LIABILITY INSURANCE	.00	2,899.42	12,151.00	9,251.58	23.9
01-49-5330 TRAINING	.00	.00	2,500.00	2,500.00	.0
01-49-5331 DUES/MEMBERSHIPS	614.87	4,505.87	5,000.00	494.13	90.1
01-49-5349 WELLNESS PROGRAM	613.78	2,797.98	15,000.00	12,202.02	18.7
01-49-5382 SCHOLARSHIPS	.00	.00	1,500.00	1,500.00	.0
01-49-5401 CONSULTANTS	.00	.00	25,000.00	25,000.00	.0
01-49-5700 MISC. EXPENSE	.00	.00	21,500.00	21,500.00	.0
TOTAL COMMUNITY ENGAGEMENT	16,608.27	48,387.67	469,115.00	420,727.33	10.3
<u>NON-DEPARTMENTAL</u>					
01-90-5016 SALARY ADJUSTMENTS	.00	.00	30,000.00	30,000.00	.0
01-90-5804 TRANSFER TO DRAINAGE	.00	.00	375,000.00	375,000.00	.0
01-90-8151 SPECIAL PROJECTS	.00	.00	75,000.00	75,000.00	.0
01-90-8155 ARPA BROADBAND	1,250.00	1,800.00	1,164,136.00	1,162,336.00	.2
01-90-8910 CONTINGENCY	.00	.00	355,616.00	355,616.00	.0
TOTAL NON-DEPARTMENTAL	1,250.00	1,800.00	1,999,752.00	1,997,952.00	.1
TOTAL FUND EXPENDITURES	420,844.14	796,536.81	9,298,986.00	8,502,449.19	8.6
NET REVENUE OVER EXPENDITURES	1,040,283.54	1,139,373.99	6.00	(1,139,367.99)	18989

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CONSERVATION TRUST FUND

ASSETS

05-01-0100	CASH IN COMMON - CTF	64,330.57	
	TOTAL ASSETS		64,330.57

LIABILITIES AND EQUITY

FUND EQUITY

05-02-3001	FUND BALANCE	64,322.82	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	7.75	
	BALANCE - CURRENT DATE	7.75	
	TOTAL FUND EQUITY		64,330.57
	TOTAL LIABILITIES AND EQUITY		64,330.57

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CONSERVATION TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>LOTTERY REVENUE</u>					
05-17-4630	LOTTERY REVENUE	.00	.00	60,000.00	60,000.00	.0
	TOTAL LOTTERY REVENUE	.00	.00	60,000.00	60,000.00	.0
	<u>MISCELLANEOUS REVENUE</u>					
05-18-4619	INTEREST & DIVIDEND INCOME	4.18	7.75	20.00	12.25	38.8
	TOTAL MISCELLANEOUS REVENUE	4.18	7.75	20.00	12.25	38.8
	TOTAL FUND REVENUE	4.18	7.75	60,020.00	60,012.25	.0
05-45-5506	CAPITAL OUTLAY--PARKS & EQUIP	.00	.00	106,000.00	106,000.00	.0
	TOTAL DEPARTMENT 45	.00	.00	106,000.00	106,000.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	106,000.00	106,000.00	.0
	NET REVENUE OVER EXPENDITURES	4.18	7.75	(45,980.00)	(45,987.75)	.0

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SEWER FUND

ASSETS

06-01-0100	CASH IN COMMON - SF OP	1,699,202.18	
06-01-1305	ACCUM DEPRECIATION - PLANT & E	(2,950,297.39)	
06-01-1306	A/R-UTILITY BILLING	90,236.86	
06-01-1501	LAND - SF OP	294,834.95	
06-01-1502	LAND IMPROV. - SF OP	322,159.37	
06-01-1503	SEWER LINES	1,009,408.44	
06-01-1504	BUILDING - SF OP	281,750.60	
06-01-1506	MACH. & EQUIP. - SF OP	179,757.28	
06-01-1507	TREATMENT PLANT - SF NON OP	6,352,957.92	
	TOTAL ASSETS		7,280,010.21

LIABILITIES AND EQUITY

LIABILITIES

06-02-2200	LOAN PAYABLE CWRPDA--LT	1,547,990.20	
06-02-2201	LOAN PAYABLE CWRPDA--CURRENT	74,182.34	
06-02-2300	EMPLOYEE PENSION PAYABLE	(26.97)	
06-02-2310	EMPLOYEE HEALTH INS. PAYABLE	(855.90)	
06-02-2312	WORKERS COMP INSURANCE PAYABLE	1,065.10	
06-02-2314	401(A) CONTRIBUTIONS PAYABLE	(444.40)	
06-02-2400	FED. WITHHOLDING TAX PAYABLE	125.76	
06-02-2401	SOCIAL SECURITY TAX PAYABLE	16.74	
06-02-2402	MEDICARE TAX PAYABLE	3.91	
06-02-2403	STATE WITHHOLDING TAX PAYABLE	29.50	
06-02-2404	STATE UNEMPLOYMENT TAX PAYABLE	139.20	
06-02-2500	ACC'D COMPENSATED ABS--CURRENT	782.13	
06-02-2501	ACCR'D COMPENSATED ABSENCES-LT	7,039.18	
06-02-2502	ACCRUED INT - SEWER NON	23,589.10	
06-02-2601	BOND PREMIUM--UNAMORTIZED	57,519.18	
	TOTAL LIABILITIES		1,711,155.07

FUND EQUITY

06-02-3001	FUND BALANCE	4,620,784.58	
	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	507,670.56	
	BALANCE - CURRENT DATE	948,070.56	
	TOTAL FUND EQUITY		5,568,855.14
	TOTAL LIABILITIES AND EQUITY		7,280,010.21

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SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CHARGES FOR SERVICES</u>					
06-11-4150 SEWER USER FEES	70,035.54	138,584.91	888,667.00	750,082.09	15.6
06-11-4160 SEWER LATE/NSF FEES	1,370.00	2,620.00	18,092.00	15,472.00	14.5
06-11-4165 SEWER TAP FEES	442,334.00	481,037.00	480,745.00	(292.00)	100.1
TOTAL CHARGES FOR SERVICES	513,739.54	622,241.91	1,387,504.00	765,262.09	44.9
<u>MISCELLANEOUS REVENUE</u>					
06-18-4619 INTEREST & DIVIDEND INCOME	157.70	225.70	1,000.00	774.30	22.6
06-18-4620 MISC. INCOME	.00	.00	1,000.00	1,000.00	.0
TOTAL MISCELLANEOUS REVENUE	157.70	225.70	2,000.00	1,774.30	11.3
TOTAL FUND REVENUE	513,897.24	622,467.61	1,389,504.00	767,036.39	44.8
<u>ADMINISTRATION</u>					
06-40-5001 SALARIES & WAGES	10,661.59	21,111.26	159,981.00	138,869.74	13.2
06-40-5055 OVERTIME	37.19	52.23	2,000.00	1,947.77	2.6
06-40-5060 PAYROLL TAXES	793.37	1,569.89	12,392.00	10,822.11	12.7
06-40-5065 WORKERS COMP	241.87	474.94	2,186.00	1,711.06	21.7
06-40-5066 HEALTH INSURANCE	1,898.09	3,719.09	34,689.00	30,969.91	10.7
06-40-5067 DEFERRED COMP/RETIREMENT	481.82	935.52	7,153.00	6,217.48	13.1
06-40-5068 MEDICAL SAVINGS	44.02	84.67	274.00	189.33	30.9
06-40-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	500.00	500.00	.0
06-40-5201 COMPUTER / TECHNOLOGY	360.00	720.00	4,500.00	3,780.00	16.0
06-40-5205 POSTAGE	357.60	357.60	5,000.00	4,642.40	7.2
06-40-5254 UNIFORMS	.00	.00	914.00	914.00	.0
06-40-5300 TELEPHONE	71.51	101.01	720.00	618.99	14.0
06-40-5320 GENERAL LIABILITY INSURANCE	.00	1,812.14	7,455.00	5,642.86	24.3
06-40-5331 DUES AND MEMBERSHIP	.00	1,000.00	828.00	(172.00)	120.8
06-40-5400 LEGAL FEES	759.44	759.44	9,720.00	8,960.56	7.8
06-40-5401 CONSULTING FEES	267.75	813.75	.00	(813.75)	.0
06-40-5405 ENGINEERING FEES	.00	.00	30,000.00	30,000.00	.0
06-40-5410 PLANNING/CONSULTANTS	170.60	170.60	2,040.00	1,869.40	8.4
06-40-5415 AUDIT FEES	.00	.00	6,596.00	6,596.00	.0
06-40-5425 TREASURER'S FEES	4.73	4.73	.00	(4.73)	.0
06-40-5460 ADMINISTRATIVE OVERHEAD	.00	.00	6,539.00	6,539.00	.0
06-40-5700 MISC. EXPENSE	.00	.00	500.00	500.00	.0
06-40-5705 MILEAGE	25.00	50.00	150.00	100.00	33.3
TOTAL ADMINISTRATION	16,174.58	33,736.87	294,137.00	260,400.13	11.5

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SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS</u>					
06-47-5210 OPERATING SUPPLIES	.00	.00	1,500.00	1,500.00	.0
06-47-5215 REPAIRS & MAINT	3,382.29	3,382.29	95,360.00	91,977.71	3.6
06-47-5227 CHEMICALS	.00	.00	1,800.00	1,800.00	.0
06-47-5231 SLUDGE DISPOSAL	.00	.00	97,850.00	97,850.00	.0
06-47-5248 SEWER LINE REPAIRS	.00	.00	15,000.00	15,000.00	.0
06-47-5253 GAS & OIL	799.22	799.22	5,000.00	4,200.78	16.0
06-47-5305 UTILITIES	5,240.08	5,240.08	60,270.00	55,029.92	8.7
06-47-5310 TRASH	89.26	178.52	1,071.00	892.48	16.7
06-47-5363 WEED CONTROL	.00	.00	1,000.00	1,000.00	.0
06-47-5369 EQUIPMENT RENTAL	.00	.00	1,000.00	1,000.00	.0
06-47-5390 SEWER MAINT. CONTRACT	5,043.84	5,043.84	57,750.00	52,706.16	8.7
06-47-5391 SEWER TESTING	742.56	742.56	6,000.00	5,257.44	12.4
06-47-5392 LINE LOCATOR	495.30	495.30	6,000.00	5,504.70	8.3
06-47-5393 STATE DISCHARGE PERMIT	101.11	101.11	3,500.00	3,398.89	2.9
06-47-5394 SEWER LINE FLUSHING	.00	.00	50,000.00	50,000.00	.0
06-47-5556 CAPITAL OUTLAY--CIPP	.00	.00	225,000.00	225,000.00	.0
06-47-5557 CAPITAL OUTLAY-HEADWORKS MECH	.00	.00	400,000.00	400,000.00	.0
06-47-5720 CONTINGENCIES	.00	.00	5,000.00	5,000.00	.0
TOTAL OPERATIONS	15,893.66	15,982.92	1,033,101.00	1,017,118.08	1.6
<u>DEPARTMENT 58</u>					
06-58-5809 TRF TO MUNICIPAL FACILITIES FD	.00	.00	100,000.00	100,000.00	.0
TOTAL DEPARTMENT 58	.00	.00	100,000.00	100,000.00	.0
<u>DEPARTMENT 98</u>					
06-98-9801 2007 CWRPDA LOAN--PRINCIPAL	.00	38,064.83	76,794.00	38,729.17	49.6
06-98-9802 2007 CWRPDA LOAN--INTEREST	.00	27,012.43	53,361.00	26,348.57	50.6
TOTAL DEPARTMENT 98	.00	65,077.26	130,155.00	65,077.74	50.0
TOTAL FUND EXPENDITURES	32,068.24	114,797.05	1,557,393.00	1,442,595.95	7.4
NET REVENUE OVER EXPENDITURES	481,829.00	507,670.56	(167,889.00)	(675,559.56)	302.4

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POLICE FUND

ASSETS

08-01-0100	CASH IN COMMON - POLICE	183,355.43	
	TOTAL ASSETS		183,355.43

LIABILITIES AND EQUITY

FUND EQUITY

08-02-3001	FUND BALANCE	133,484.86	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	49,870.57	
	BALANCE - CURRENT DATE	49,870.57	
	TOTAL FUND EQUITY		183,355.43
	TOTAL LIABILITIES AND EQUITY		183,355.43

TOWN OF MEAD
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POLICE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
08-11-4165 IMPACT FEES	44,953.75	49,850.97	196,101.00	146,250.03	25.4
TOTAL SOURCE 11	44,953.75	49,850.97	196,101.00	146,250.03	25.4
SOURCE 18					
08-18-4619 INTEREST & DIVIDEND INCOME	11.91	19.60	25.00	5.40	78.4
TOTAL SOURCE 18	11.91	19.60	25.00	5.40	78.4
TOTAL FUND REVENUE	44,965.66	49,870.57	196,126.00	146,255.43	25.4
DEPARTMENT 42					
08-42-5491 VEHICLE LEASE EXPENSES	.00	.00	41,120.00	41,120.00	.0
08-42-5500 CAPITAL OUTLAY	.00	.00	9,725.00	9,725.00	.0
08-42-5511 CAPITAL OUTLAY--BLDGS & IMPVTS	.00	.00	200,000.00	200,000.00	.0
TOTAL DEPARTMENT 42	.00	.00	250,845.00	250,845.00	.0
TOTAL FUND EXPENDITURES	.00	.00	250,845.00	250,845.00	.0
NET REVENUE OVER EXPENDITURES	44,965.66	49,870.57	(54,719.00)	(104,589.57)	91.1

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MUNICIPAL FACILITIES FUND

ASSETS

09-01-0100	CASH IN COMMON - MUNICIPAL	4,926,291.76	
	TOTAL ASSETS		4,926,291.76

LIABILITIES AND EQUITY

LIABILITIES

09-02-2005	RETAINAGE PAYABLE	38,187.30	
	TOTAL LIABILITIES		38,187.30

FUND EQUITY

09-02-3003	FUND BALANCE-MUNICIPAL	4,912,697.65	
09-02-3004	FUND BALANCE-RECREATION	446,649.61	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	(471,242.80)	
	BALANCE - CURRENT DATE	(471,242.80)	
	TOTAL FUND EQUITY		4,888,104.46
	TOTAL LIABILITIES AND EQUITY		4,926,291.76

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
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MUNICIPAL FACILITIES FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>FEEES</u>					
09-11-4165	IMPACT FEES	257,957.52	298,523.06	1,560,103.00	1,261,579.94	19.1
	TOTAL FEES	257,957.52	298,523.06	1,560,103.00	1,261,579.94	19.1
	<u>GRANTS</u>					
09-15-4545	GRANTS	.00	16,932.18	350,000.00	333,067.82	4.8
	TOTAL GRANTS	.00	16,932.18	350,000.00	333,067.82	4.8
	<u>SOURCE 16</u>					
09-16-4806	TRANSFER FROM SEWER FUND	.00	.00	100,000.00	100,000.00	.0
	TOTAL SOURCE 16	.00	.00	100,000.00	100,000.00	.0
	<u>MISCELLANEOUS REVENUE</u>					
09-18-4619	INTEREST & DIVIDEND INCOME	320.01	621.33	2,269.00	1,647.67	27.4
	TOTAL MISCELLANEOUS REVENUE	320.01	621.33	2,269.00	1,647.67	27.4
	TOTAL FUND REVENUE	258,277.53	316,076.57	2,012,372.00	1,696,295.43	15.7
	<u>ADMINISTRATION</u>					
09-40-5410	PLANNING/CONSULTANTS	.00	.00	100,000.00	100,000.00	.0
	TOTAL ADMINISTRATION	.00	.00	100,000.00	100,000.00	.0
	<u>DEPARTMENT 44</u>					
09-44-5602	LEASE PURCH PRIN--2021 TRUCK 2	.00	.00	38,287.00	38,287.00	.0
09-44-5603	LEASE PURCH INT--2021 TRUCK 2	.00	.00	4,956.00	4,956.00	.0
09-44-5604	2021 LEASE PURCH PRIN--TRUCK 1	.00	.00	39,470.00	39,470.00	.0
09-44-5605	2021 LEASE PURCH INT--TRUCK 1	.00	.00	3,773.00	3,773.00	.0
	TOTAL DEPARTMENT 44	.00	.00	86,486.00	86,486.00	.0

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
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MUNICIPAL FACILITIES FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 45</u>					
09-45-5491 VEHICLE LEASE EXPENSES	3,221.78	8,208.37	45,047.00	36,838.63	18.2
TOTAL DEPARTMENT 45	3,221.78	8,208.37	45,047.00	36,838.63	18.2
<u>EXPENDITURES</u>					
09-50-5212 FURNISHINGS	.00	.00	50,000.00	50,000.00	.0
09-50-5500 CAPITAL OUTLAY	.00	.00	350,000.00	350,000.00	.0
09-50-5505 CAPITAL OUTLAY--OFFICE EQ	.00	.00	50,000.00	50,000.00	.0
09-50-5511 CAPITAL OUTLAY--PW FACILITY	779,111.00	779,111.00	4,420,000.00	3,640,889.00	17.6
09-50-5512 CAPITAL OUTLAY--TH IMPRVMTS	.00	.00	50,000.00	50,000.00	.0
09-50-5720 CONTINGENCIES	.00	.00	663,000.00	663,000.00	.0
TOTAL EXPENDITURES	779,111.00	779,111.00	5,583,000.00	4,803,889.00	14.0
<u>DEPARTMENT 51</u>					
09-51-5500 CAPITAL OUTLAY	.00	.00	487,249.00	487,249.00	.0
TOTAL DEPARTMENT 51	.00	.00	487,249.00	487,249.00	.0
TOTAL FUND EXPENDITURES	782,332.78	787,319.37	6,301,782.00	5,514,462.63	12.5
NET REVENUE OVER EXPENDITURES	(524,055.25)	(471,242.80)	(4,289,410.00)	(3,818,167.20)	(11.0)

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DOWNTOWN FUND

ASSETS

11-01-0100	CASH IN COMMON - DOWNTOWN	5,716.55	
	TOTAL ASSETS		5,716.55

LIABILITIES AND EQUITY

FUND EQUITY

11-02-3001	FUND BALANCE	5,715.86	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	.69	
	BALANCE - CURRENT DATE	.69	
	TOTAL FUND EQUITY		5,716.55
	TOTAL LIABILITIES AND EQUITY		5,716.55

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
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DOWNTOWN FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>MISCELLANEOUS REVENUE</u>					
11-18-4619	INTEREST & DIVIDEND INCOME	.37	.69	.00	(.69)	.0
	TOTAL MISCELLANEOUS REVENUE	.37	.69	.00	(.69)	.0
	TOTAL FUND REVENUE	.37	.69	.00	(.69)	.0
	<u>ADMINISTRATION</u>					
11-40-5210	BANNERS & SIGNAGE	.00	.00	8,652.00	8,652.00	.0
11-40-5500	CAPITAL OUTLAY	.00	.00	15,000.00	15,000.00	.0
	TOTAL ADMINISTRATION	.00	.00	23,652.00	23,652.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	23,652.00	23,652.00	.0
	NET REVENUE OVER EXPENDITURES	.37	.69	(23,652.00)	(23,652.69)	.0

TOWN OF MEAD
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STORM DRAINAGE FUND

ASSETS

13-01-0100	CASH IN COMMON - STORM DRAINAG	110,885.83	
	TOTAL ASSETS		110,885.83

LIABILITIES AND EQUITY

FUND EQUITY

13-02-3001	FUND BALANCE	110,872.30	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	13.53	
	BALANCE - CURRENT DATE	13.53	
	TOTAL FUND EQUITY		110,885.83
	TOTAL LIABILITIES AND EQUITY		110,885.83

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
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STORM DRAINAGE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>MISCELLANEOUS REVENUE</u>					
13-18-4619	INTEREST & DIVIDEND INCOME	7.20	13.53	150.00	136.47	9.0
	TOTAL MISCELLANEOUS REVENUE	7.20	13.53	150.00	136.47	9.0
	TOTAL FUND REVENUE	7.20	13.53	150.00	136.47	9.0
	<u>ADMINISTRATION</u>					
13-40-5500	CAPITAL OUTLAY	.00	.00	25,000.00	25,000.00	.0
	TOTAL ADMINISTRATION	.00	.00	25,000.00	25,000.00	.0
	<u>TRANSFERS OUT</u>					
13-90-5914	TRANSFER TO TRANSPORTATION FD	.00	.00	67,001.00	67,001.00	.0
	TOTAL TRANSFERS OUT	.00	.00	67,001.00	67,001.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	92,001.00	92,001.00	.0
	NET REVENUE OVER EXPENDITURES	7.20	13.53	(91,851.00)	(91,864.53)	.0

TOWN OF MEAD
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TRANSPORTATION FUND

ASSETS

14-01-0100	CASH IN COMMON - TRANSPORTATIO	2,760,295.34	
	TOTAL ASSETS		2,760,295.34

LIABILITIES AND EQUITY

LIABILITIES

14-02-2000	ACCOUNTS PAYABLE	48.00	
14-02-2005	RETAINAGE PAYABLE	2,070.61	
	TOTAL LIABILITIES		2,118.61

FUND EQUITY

14-02-3001	FUND BALANCE	1,941,964.16	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	816,212.57	
	BALANCE - CURRENT DATE	816,212.57	
	TOTAL FUND EQUITY		2,758,176.73
	TOTAL LIABILITIES AND EQUITY		2,760,295.34

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
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TRANSPORTATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>FEES</u>					
14-11-4165	IMPACT FEES	708,091.49	770,659.13	2,682,344.00	1,911,684.87	28.7
	TOTAL FEES	708,091.49	770,659.13	2,682,344.00	1,911,684.87	28.7
	<u>GRANTS</u>					
14-15-4570	GRANTS	.00	89,547.03	620,000.00	530,452.97	14.4
	TOTAL GRANTS	.00	89,547.03	620,000.00	530,452.97	14.4
	<u>SOURCE 16</u>					
14-16-4813	TRANSFER FROM STORM DRAINAGE	.00	.00	67,001.00	67,001.00	.0
14-16-4820	TRANSFER FROM MURA	.00	.00	1,250,000.00	1,250,000.00	.0
	TOTAL SOURCE 16	.00	.00	1,317,001.00	1,317,001.00	.0
	<u>MISCELLANEOUS REVENUE</u>					
14-18-4619	INTEREST & DIVIDEND INCOME	179.31	295.66	2,000.00	1,704.34	14.8
	TOTAL MISCELLANEOUS REVENUE	179.31	295.66	2,000.00	1,704.34	14.8
	TOTAL FUND REVENUE	708,270.80	860,501.82	4,621,345.00	3,760,843.18	18.6
	<u>EXPENDITURES</u>					
14-40-5405	ENGINEERING FEES	.00	.00	30,000.00	30,000.00	.0
14-40-5500	CAPITAL OUTLAY--WELKER/3RD	2,877.00	2,877.00	4,525,000.00	4,522,123.00	.1
14-40-5501	CAPITAL OUTLAY--SAFE RTESTOSCH	.00	.00	400,000.00	400,000.00	.0
14-40-5505	CAPITAL OUTLAY--3RD ST.& TRAIL	41,412.25	41,412.25	.00	(41,412.25)	.0
14-40-5562	CAPITAL OUTLAY-Y BRIDGE DESIGN	.00	.00	125,000.00	125,000.00	.0
14-40-5563	CAPITAL OUTLAY-Z BRIDGE DESIGN	.00	.00	125,000.00	125,000.00	.0
14-40-5564	CAPITAL OUTLAY--WING WALL	.00	.00	100,000.00	100,000.00	.0
14-40-5565	CAPITAL OUTLAY-SH66/CR7 UNDER	.00	.00	375,000.00	375,000.00	.0
14-40-5591	CAPITAL OUTLAY-X BRIDGE DESIGN	.00	.00	175,000.00	175,000.00	.0
14-40-5720	CONTINGENCIES	.00	.00	47,500.00	47,500.00	.0
	TOTAL EXPENDITURES	44,289.25	44,289.25	5,902,500.00	5,858,210.75	.8
	TOTAL FUND EXPENDITURES	44,289.25	44,289.25	5,902,500.00	5,858,210.75	.8
	NET REVENUE OVER EXPENDITURES	663,981.55	816,212.57	(1,281,155.00)	(2,097,367.57)	63.7

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PARKS & OPEN SPACE

<u>ASSETS</u>			
18-01-0100	CASH IN COMMON - PARKS & OPEN	1,827,709.01	
	TOTAL ASSETS		1,827,709.01
<u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
18-02-2000	ACCOUNTS PAYABLE	6,225.26	
	TOTAL LIABILITIES		6,225.26
<u>FUND EQUITY</u>			
18-02-3001	FUND BALANCE	1,156,880.16	
18-02-3005	FUND BALANCE - OPEN SPACE	637,109.78	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	27,493.81	
	BALANCE - CURRENT DATE	27,493.81	
	TOTAL FUND EQUITY		1,821,483.75
	TOTAL LIABILITIES AND EQUITY		1,827,709.01

TOWN OF MEAD
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PARKS & OPEN SPACE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>FEEES</u>					
18-11-4165	IMPACT FEES	16,908.00	39,452.00	744,077.00	704,625.00	5.3
	TOTAL FEES	16,908.00	39,452.00	744,077.00	704,625.00	5.3
	<u>MISCELLANEOUS REVENUE</u>					
18-18-4619	INTEREST & DIVIDEND INCOME	118.73	220.01	1,200.00	979.99	18.3
	TOTAL MISCELLANEOUS REVENUE	118.73	220.01	1,200.00	979.99	18.3
	TOTAL FUND REVENUE	17,026.73	39,672.01	745,277.00	705,604.99	5.3
	<u>ADMINISTRATION</u>					
18-40-5500	CAPITAL OUTLAY	2,092.00	2,092.00	400,000.00	397,908.00	.5
18-40-5720	CONTINGENCIES	.00	.00	200,000.00	200,000.00	.0
	TOTAL ADMINISTRATION	2,092.00	2,092.00	600,000.00	597,908.00	.4
	<u>DEPARTMENT 45</u>					
18-45-5500	CAPITAL OUTLAY	9,373.00	9,373.00	18,333.00	8,960.00	51.1
	TOTAL DEPARTMENT 45	9,373.00	9,373.00	18,333.00	8,960.00	51.1
	<u>CAPITAL PROJECTS</u>					
18-52-5500	CAPITAL OUTLAY	713.20	713.20	168,000.00	167,286.80	.4
	TOTAL CAPITAL PROJECTS	713.20	713.20	168,000.00	167,286.80	.4
	TOTAL FUND EXPENDITURES	12,178.20	12,178.20	786,333.00	774,154.80	1.6
	NET REVENUE OVER EXPENDITURES	4,848.53	27,493.81	(41,056.00)	(68,549.81)	67.0

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CAPITAL IMPROVEMENT FUND

ASSETS

19-01-0100	CASH IN COMMON - CAPITAL IMPRO	925,526.40	
	TOTAL ASSETS		925,526.40

LIABILITIES AND EQUITY

FUND EQUITY

19-02-3001	FUND BALANCE	925,414.87	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	111.53	
	BALANCE - CURRENT DATE	111.53	
	TOTAL FUND EQUITY		925,526.40
	TOTAL LIABILITIES AND EQUITY		925,526.40

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
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CAPITAL IMPROVEMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>MISCELLANEOUS REVENUE</u>					
19-18-4619	INTEREST & DIVIDEND INCOME	60.12	111.53	3,500.00	3,388.47	3.2
	TOTAL MISCELLANEOUS REVENUE	60.12	111.53	3,500.00	3,388.47	3.2
	TOTAL FUND REVENUE	60.12	111.53	3,500.00	3,388.47	3.2
	<u>DEPARTMENT 46</u>					
19-46-5914	TRANSFER TO TRANSP. FUND	.00	.00	1,250,000.00	1,250,000.00	.0
	TOTAL DEPARTMENT 46	.00	.00	1,250,000.00	1,250,000.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	1,250,000.00	1,250,000.00	.0
	NET REVENUE OVER EXPENDITURES	60.12	111.53	(1,246,500.00)	(1,246,611.53)	.0

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MEAD URBAN RENEWAL AUTHORITY

ASSETS

20-01-0100	CASH IN COMMON -MURA	3,503,398.71	
20-01-1250	PROPERTY TAX RECEIVABLE	2,214,882.00	
20-01-1300	A/R - BILLED ACCOUNTS	1,149.36	
20-01-1301	A/R - MURA	610.60	
		<u>5,720,040.67</u>	
	TOTAL ASSETS		<u><u>5,720,040.67</u></u>

LIABILITIES AND EQUITY

LIABILITIES

20-02-2000	ACCOUNTS PAYABLE	2,450.53	
20-02-2300	EMPLOYEE PENSION PAYABLE	(59.47)	
20-02-2310	EMPLOYEE HEALTH INS. PAYABLE	1,515.21	
20-02-2312	WORKERS COMP INSURANCE PAYABLE	247.63	
20-02-2314	401(A) CONTRIBUTIONS PAYABLE	(2,221.96)	
20-02-2400	FED. WITHHOLDING TAX PAYABLE	628.80	
20-02-2403	STATE WITHHOLDING TAX PAYABLE	147.50	
20-02-2404	STATE UNEMPLOYMENT TAX PAYABLE	95.67	
20-02-2700	DEFERRED INFLOWS- PROPERTY TAX	2,214,882.00	
		<u>2,217,685.91</u>	
	TOTAL LIABILITIES		2,217,685.91

FUND EQUITY

20-02-3001	FUND BALANCE	3,491,736.77	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	<u>10,617.99</u>	
	BALANCE - CURRENT DATE	<u>10,617.99</u>	
	TOTAL FUND EQUITY		<u><u>3,502,354.76</u></u>
	TOTAL LIABILITIES AND EQUITY		<u><u>5,720,040.67</u></u>

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
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MEAD URBAN RENEWAL AUTHORITY

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>TAXES</u>					
20-10-4050	TAX INCREMENT REVENUE (TIF)	46,990.78	47,610.67	2,424,921.00	2,377,310.33	2.0
	TOTAL TAXES	46,990.78	47,610.67	2,424,921.00	2,377,310.33	2.0
	<u>FEES</u>					
20-11-4110	ADMINISTRATIVE FEE	.00	.00	12,396.00	12,396.00	.0
	TOTAL FEES	.00	.00	12,396.00	12,396.00	.0
	<u>MISCELLANEOUS REVENUE</u>					
20-18-4619	INTEREST & DIVIDEND INCOME	227.58	420.70	3,153.00	2,732.30	13.3
	TOTAL MISCELLANEOUS REVENUE	227.58	420.70	3,153.00	2,732.30	13.3
	TOTAL FUND REVENUE	47,218.36	48,031.37	2,440,470.00	2,392,438.63	2.0
	<u>ADMINISTRATION</u>					
20-40-5001	SALARIES & WAGES	13,473.77	26,753.69	177,730.00	150,976.31	15.1
20-40-5055	OVERTIME	.89	.89	.00	(.89)	.0
20-40-5060	PAYROLL TAXES	1,011.00	2,008.56	13,596.00	11,587.44	14.8
20-40-5065	WORKERS COMP	102.34	204.47	550.00	345.53	37.2
20-40-5066	HEALTH INSURANCE	1,831.93	3,605.42	22,050.00	18,444.58	16.4
20-40-5067	DEFERRED COMP/RETIREMENT	888.59	1,741.70	2,281.00	539.30	76.4
20-40-5068	MEDICAL SAVINGS	45.86	91.72	117.00	25.28	78.4
20-40-5100	TIF REVENUE SHARING	.00	.00	1,396,953.00	1,396,953.00	.0
20-40-5300	TELEPHONE	36.50	73.00	100.00	27.00	73.0
20-40-5320	GENERAL LIABILITY INSURANCE	.00	724.85	2,982.00	2,257.15	24.3
20-40-5400	LEGAL FEES	505.33	505.33	40,000.00	39,494.67	1.3
20-40-5401	CONSULTING FEES	184.48	730.48	40,000.00	39,269.52	1.8
20-40-5415	AUDIT FEES	.00	.00	2,199.00	2,199.00	.0
20-40-5425	COUNTY TREASURER'S FEE	713.98	723.27	36,374.00	35,650.73	2.0
20-40-5427	TIF ADVANCE	.00	.00	1,000,000.00	1,000,000.00	.0
20-40-5500	CAPITAL OUTLAY	.00	.00	33,333.00	33,333.00	.0
20-40-5705	MILEAGE	125.00	250.00	.00	(250.00)	.0
	TOTAL ADMINISTRATION	18,919.67	37,413.38	2,768,265.00	2,730,851.62	1.4
	TOTAL FUND EXPENDITURES	18,919.67	37,413.38	2,768,265.00	2,730,851.62	1.4
	NET REVENUE OVER EXPENDITURES	28,298.69	10,617.99	(327,795.00)	(338,412.99)	3.2

TOWN OF MEAD
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ART IN PUBLIC PLACES FUND

ASSETS

21-01-0100	CASH IN COMMON - ART IN PUBLIC	6,101.48	
	TOTAL ASSETS		6,101.48

LIABILITIES AND EQUITY

FUND EQUITY

21-02-3001	FUND BALANCE	6,100.74	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	.74	
	BALANCE - CURRENT DATE	.74	
	TOTAL FUND EQUITY		6,101.48
	TOTAL LIABILITIES AND EQUITY		6,101.48

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
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ART IN PUBLIC PLACES FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>MISCELLANEOUS REVENUE</u>					
21-18-4619	INTEREST & DIVIDEND INCOME	.40	.74	6.00	5.26	12.3
	TOTAL MISCELLANEOUS REVENUE	.40	.74	6.00	5.26	12.3
	TOTAL FUND REVENUE	.40	.74	6.00	5.26	12.3
	<u>ADMINISTRATION</u>					
21-40-5500	CAPITAL OUTLAY	.00	.00	6,107.00	6,107.00	.0
	TOTAL ADMINISTRATION	.00	.00	6,107.00	6,107.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	6,107.00	6,107.00	.0
	NET REVENUE OVER EXPENDITURES	.40	.74	(6,101.00)	(6,101.74)	.0

Report Criteria:

Report type: GL detail

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
03/22	03/23/2022	34674	ADAMSON POLICE PRODUCTS	INV373705	01-42-5254	smith gear	141.02
Total 34674:							141.02
03/22	03/23/2022	34675	ADVANCED AUTO PARTS	12162-68386	01-44-5216	Wiper blades	378.34
03/22	03/23/2022	34675	ADVANCED AUTO PARTS	12162-68808	01-45-5216	R&M supplies	127.79
03/22	03/23/2022	34675	ADVANCED AUTO PARTS	12162-68810	01-45-5216	Poll car	77.84
Total 34675:							583.97
03/22	03/23/2022	34676	AIRBOUND, INC.	07142022	01-49-5262	Movies Screen rental 7.14.22	1,700.00
Total 34676:							1,700.00
03/22	03/23/2022	34677	Allie McGahee	031822	01-43-5203	Clothing allowance	194.56
Total 34677:							194.56
03/22	03/23/2022	34678	ALPHAGRAPHICS OF NO COLO	102726	01-44-5216	Decals	296.88
Total 34678:							296.88
03/22	03/23/2022	34679	Anderson Hallas Architects PC	0005451	09-51-5500	Community Center	5,830.18
Total 34679:							5,830.18
03/22	03/23/2022	34680	Angel Armor LLC	INV2827	01-42-5254	SHansen supplies	409.66
Total 34680:							409.66
03/22	03/23/2022	34681	Caeton Horstman	031822	99-01-1077	Overpayment 22-7353	5.00
Total 34681:							5.00
03/22	03/23/2022	34682	CARDMEMBER SERVICE	1008 022422	01-42-5216	Carwash	10.00
03/22	03/23/2022	34682	CARDMEMBER SERVICE	1008 022422	01-42-5216	Carwash	10.00
03/22	03/23/2022	34682	CARDMEMBER SERVICE	1008 022422	01-42-5216	Carwash	10.00
03/22	03/23/2022	34682	CARDMEMBER SERVICE	1008 022422	01-42-5216	Carwash	10.00
03/22	03/23/2022	34682	CARDMEMBER SERVICE	1008 022422	01-42-5216	Carwash	10.00
03/22	03/23/2022	34682	CARDMEMBER SERVICE	1008 022422	01-42-5216	Carwash	10.00
03/22	03/23/2022	34682	CARDMEMBER SERVICE	1008 022422	01-42-5216	Carwash	10.00
03/22	03/23/2022	34682	CARDMEMBER SERVICE	1008 022422	01-42-5254	Uniform	27.50
03/22	03/23/2022	34682	CARDMEMBER SERVICE	1008 022422	01-42-5201	Adobe	14.99
03/22	03/23/2022	34682	CARDMEMBER SERVICE	1008 022422	01-42-5201	Adobe	12.99
03/22	03/23/2022	34682	CARDMEMBER SERVICE	1008 022422	01-42-5330	Ellis training hotel	684.25
03/22	03/23/2022	34682	CARDMEMBER SERVICE	1008 022422	01-42-5254	Crossing Guard coat	61.29
03/22	03/23/2022	34682	CARDMEMBER SERVICE	5541 022422	01-42-5253	Training	48.01
03/22	03/23/2022	34682	CARDMEMBER SERVICE	5541 022422	01-42-5330	Training meal	19.66
03/22	03/23/2022	34682	CARDMEMBER SERVICE	5541 022422	01-42-5330	Ammunition	1,840.00
03/22	03/23/2022	34682	CARDMEMBER SERVICE	5541 022422	01-42-5330	Training	110.00
03/22	03/23/2022	34682	CARDMEMBER SERVICE	5541 022422	01-42-5330	Training	225.91
03/22	03/23/2022	34682	CARDMEMBER SERVICE	5541 022422	01-42-5330	Training	15.95

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 34682:							3,130.55
03/22	03/23/2022	34683	CENTURY LINK	4018 030122	01-40-5300	Elevator line	89.72
Total 34683:							89.72
03/22	03/23/2022	34684	CITY OF LONGMONT	22-YBB MEA	01-49-5260	Youth basketball	3,500.00
Total 34684:							3,500.00
03/22	03/23/2022	34685	COLORADO EMPLOYER BENE	INV 0048020	01-02-2310	Health Insurance 4/2022	42,195.73
03/22	03/23/2022	34685	COLORADO EMPLOYER BENE	INV 0048020	06-02-2310	Health Insurance 4/2022	2,411.30
03/22	03/23/2022	34685	COLORADO EMPLOYER BENE	INV 0048020	20-02-2310	Health Insurance 4/2022	2,220.87
Total 34685:							46,827.90
03/22	03/23/2022	34686	Denali Water Solutions LLC	INV299613	06-47-5231	Sludge Disposal SBR cleaning	17,289.93
Total 34686:							17,289.93
03/22	03/23/2022	34687	Ditesco LLC	2022-37	18-40-5500	Highland lake 2/22	6,328.00
03/22	03/23/2022	34687	Ditesco LLC	2022-38	14-40-5505	3rd st 2/2022	1,211.00
03/22	03/23/2022	34687	Ditesco LLC	2022-39	18-40-5500	Highland lake 2/2022	68.00
03/22	03/23/2022	34687	Ditesco LLC	2022-40	09-50-5511	PW facility 2/2022	10,516.00
Total 34687:							18,123.00
03/22	03/23/2022	34688	FASTENAL	COLON9418	01-44-5364	Parts/Supplies	45.90
Total 34688:							45.90
03/22	03/23/2022	34689	Felsburg Holt & Ullevig	33056	01-02-2615	Douthit	200.00
Total 34689:							200.00
03/22	03/23/2022	34690	Fit For You Mead	1002	01-49-5265	senior exercise	174.00
Total 34690:							174.00
03/22	03/23/2022	34691	Fox Tuttle Transportation Group	19021-36A	01-47-5405	Mead on call	640.00
03/22	03/23/2022	34691	Fox Tuttle Transportation Group	19021-36B	01-02-2615	Quiktrip	100.00
Total 34691:							740.00
03/22	03/23/2022	34692	Fusion Cloud Company	9471060	01-40-5300	Phone Bill 4/22	252.96
Total 34692:							252.96
03/22	03/23/2022	34693	GRAINGER	9211979068	01-44-5216	battery charger	596.50
Total 34693:							596.50
03/22	03/23/2022	34694	GRC Consulting Inc	10515	01-44-5360	Sweeping 3/22	3,832.50

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 34694:							3,832.50
03/22	03/23/2022	34695	GROUND ENGINEERING, INC.	211237.0-7	14-40-5505	3rd st	461.50
03/22	03/23/2022	34695	GROUND ENGINEERING, INC.	211239.0-5	18-40-5500	Highland lake	5,602.50
Total 34695:							6,064.00
03/22	03/23/2022	34696	JARVIS	5449	01-49-5260	Registration fees	230.00
Total 34696:							230.00
03/22	03/23/2022	34697	JVA INCORPORATED	98593	06-40-5405	Watewater utility	1,325.00
03/22	03/23/2022	34697	JVA INCORPORATED	98593	01-02-2615	Watewater utility	3,772.00
Total 34697:							5,097.00
03/22	03/23/2022	34698	Kimball Midwest	9669774	01-44-5251	Supplies	255.23
Total 34698:							255.23
03/22	03/23/2022	34699	KINSCO, LLC	001511-0	01-42-5254	Uniforms	510.00
03/22	03/23/2022	34699	KINSCO, LLC	1328-1	01-42-5203	Polo	45.00
Total 34699:							555.00
03/22	03/23/2022	34700	KLEEN-TECH SERVICES CORP	58510	01-40-5050	Janitorial Services 2/2022	639.19
03/22	03/23/2022	34700	KLEEN-TECH SERVICES CORP	58510	01-42-5050	Janitorial Services 2/2022	592.31
03/22	03/23/2022	34700	KLEEN-TECH SERVICES CORP	58510	01-44-5050	Janitorial Services 2/2022	190.31
Total 34700:							1,421.81
03/22	03/23/2022	34701	KONICA MINOLTA PREMIER FIN	467013199	01-40-5315	Copier Lease 3/22	219.61
03/22	03/23/2022	34701	KONICA MINOLTA PREMIER FIN	467013199	01-42-5315	Copier Lease 3/22	96.12
Total 34701:							315.73
03/22	03/23/2022	34702	KS State Bank - Government Fina	58974-5-202	09-44-5604	2022 Intl Truck Payment #3358974	39,470.18
03/22	03/23/2022	34702	KS State Bank - Government Fina	58974-5-202	09-45-5491	2022 Intl Truck Payment #3358974	3,773.00
Total 34702:							43,243.18
03/22	03/23/2022	34703	LIVE WIRES LLC	1914	01-40-5215	Electrical Work	849.46
Total 34703:							849.46
03/22	03/23/2022	34704	MAIN STREET MAT COMPANY	108998	01-40-5210	Mat svs 3/14	60.36
Total 34704:							60.36
03/22	03/23/2022	34705	MB Roofing	2473MB.1	01-40-5215	TPO repair - TH roof	350.00
Total 34705:							350.00
03/22	03/23/2022	34706	MDI Trucks Northern Colorado	W 5409	01-44-5216	R&M	615.82

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 34706:							615.82
03/22	03/23/2022	34707	MEAD AREA CHAMBER OF CO	031822	01-41-5347	2022 Annual Contribution	7,500.00
Total 34707:							7,500.00
03/22	03/23/2022	34708	Michelle Ross	030422	01-42-5330	Mileage	156.79
Total 34708:							156.79
03/22	03/23/2022	34709	MICHOW COX & MCASKIN LLP	Mead.Febr20	01-02-2615	Turion	2,964.00
03/22	03/23/2022	34709	MICHOW COX & MCASKIN LLP	Mead.Febr20	01-02-2615	Postle Annexation	4,540.00
03/22	03/23/2022	34709	MICHOW COX & MCASKIN LLP	Mead.Febr20	01-02-2615	Waterfront	1,044.00
03/22	03/23/2022	34709	MICHOW COX & MCASKIN LLP	Mead.Febr20	01-02-2615	Elevation 25	3,527.00
03/22	03/23/2022	34709	MICHOW COX & MCASKIN LLP	Mead.Febr20	01-02-2615	Grand Meadow	2,354.00
03/22	03/23/2022	34709	MICHOW COX & MCASKIN LLP	Mead.Febr20	01-02-2615	Raterink Lot 2	1,658.00
03/22	03/23/2022	34709	MICHOW COX & MCASKIN LLP	Mead.Febr20	01-02-2615	Quiktrip	1,305.00
03/22	03/23/2022	34709	MICHOW COX & MCASKIN LLP	Mead.Febr20	01-02-2615	The Highlands	130.00
03/22	03/23/2022	34709	MICHOW COX & MCASKIN LLP	Mead.Febr20	01-02-2615	Frogger	105.00
03/22	03/23/2022	34709	MICHOW COX & MCASKIN LLP	Mead.Febr20	01-02-2615	Bardas	84.00
03/22	03/23/2022	34709	MICHOW COX & MCASKIN LLP	Mead.Febr20	01-02-2615	Valley/ 66 Business Park	588.00
Total 34709:							18,299.00
03/22	03/23/2022	34710	MUNICIPAL CODE CORPORATI	00371100	01-41-5201	Agenda mgmt software	1,700.00
Total 34710:							1,700.00
03/22	03/23/2022	34711	One Way Inc	257812	01-44-5310	537 Main St Trash 4.2022	36.75
03/22	03/23/2022	34711	One Way Inc	257812	01-45-5310	537 Main St Trash 4.2022	36.75
03/22	03/23/2022	34711	One Way Inc	257813	01-44-5310	537 Main St Recycle 4.2022	23.63
03/22	03/23/2022	34711	One Way Inc	257813	01-45-5310	537 Main St Recycle 4.2022	23.62
03/22	03/23/2022	34711	One Way Inc	257818	01-40-5310	441 Third St Trash 4.2022	73.50
03/22	03/23/2022	34711	One Way Inc	257819	01-40-5310	441 Third St Recycle 4.2022	47.25
03/22	03/23/2022	34711	One Way Inc	257824	06-47-5310	4504 Welker Trash 4.2022	89.26
03/22	03/23/2022	34711	One Way Inc	257858	01-42-5310	201 Welker 4.2022	25.19
Total 34711:							355.95
03/22	03/23/2022	34712	PINNACOL ASSURANCE	20817423	01-02-2312	Installment 3 of 9 2022 Work Comp Insur	6,288.48
03/22	03/23/2022	34712	PINNACOL ASSURANCE	20817423	06-02-2312	Installment 3 of 9 2022 Work Comp Insur	231.46
03/22	03/23/2022	34712	PINNACOL ASSURANCE	20817423	20-02-2312	Installment 3 of 9 2022 Work Comp Insur	79.06
03/22	03/23/2022	34712	PINNACOL ASSURANCE	20817423	01-02-2312	2021 Audit	8,073.34
03/22	03/23/2022	34712	PINNACOL ASSURANCE	20817423	06-02-2312	2021 Audit	297.16
03/22	03/23/2022	34712	PINNACOL ASSURANCE	20817423	20-02-2312	2021 Audit	101.50
Total 34712:							15,071.00
03/22	03/23/2022	34713	POWER EQUIPMENT COMPANY	RSA006582-	01-44-5369	Equipment Rental	1,000.00
03/22	03/23/2022	34713	POWER EQUIPMENT COMPANY	RSA007625-	01-44-5369	Equipment Rental	1,000.00
03/22	03/23/2022	34713	POWER EQUIPMENT COMPANY	S23011630-1	01-44-5216	Equipment Rental	358.11
Total 34713:							2,358.11
03/22	03/23/2022	34714	Prairie Mountian Media	301471	01-41-5340	Published Notices 2/2022	128.81

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 34714:							128.81
03/22	03/23/2022	34715	RAMEY ENVIRONMENTAL COM	23630	06-47-5215	Wastewater R&M	2,709.19
Total 34715:							2,709.19
03/22	03/23/2022	34716	RMO Payroll	3572	01-49-5261	Certified officials	2,242.50
Total 34716:							2,242.50
03/22	03/23/2022	34717	SAFETY & CONSTRUCTION SU	2768	01-44-5254	supplies	249.95
03/22	03/23/2022	34717	SAFETY & CONSTRUCTION SU	2793	01-44-5255	Supplies	1,500.41
Total 34717:							1,750.36
03/22	03/23/2022	34718	SAMSClub	4230 030222	01-40-5210	Supplies 2/2022	293.43
03/22	03/23/2022	34718	SAMSClub	4230 030222	01-40-5700	Supplies 2/2022	19.98
03/22	03/23/2022	34718	SAMSClub	4230 030222	01-42-5210	Supplies 2/2022	12.05
Total 34718:							325.46
03/22	03/23/2022	34719	Slate Communications	2596	01-49-5401	Community Report	6,750.00
Total 34719:							6,750.00
03/22	03/23/2022	34720	SUNRISE ENVIRONMENTAL SCI	127799	01-45-5210	Supplies	234.60
03/22	03/23/2022	34720	SUNRISE ENVIRONMENTAL SCI	127799	01-44-5364	Supplies	480.00
03/22	03/23/2022	34720	SUNRISE ENVIRONMENTAL SCI	127799	01-44-5210	Supplies	183.36
03/22	03/23/2022	34720	SUNRISE ENVIRONMENTAL SCI	127799	01-44-5364	Supplies	243.10
Total 34720:							1,141.06
03/22	03/23/2022	34721	SWANK MOTION PICTURES, IN	RG 1887030	01-49-5262	Movies in Park	960.00
Total 34721:							960.00
03/22	03/23/2022	34722	TDS	6545 031922	01-40-5325	4/2022 Internet	457.30
Total 34722:							457.30
03/22	03/23/2022	34723	The Times Call	031022 1092	01-40-5331	Annual newspaper	702.00
Total 34723:							702.00
03/22	03/23/2022	34724	Tradesman Elevator	10414	01-40-5215	Maint 2/2022	175.00
03/22	03/23/2022	34724	Tradesman Elevator	10434	01-40-5215	3/2022 Maint	175.00
Total 34724:							350.00
03/22	03/23/2022	34725	US BANK VOYAGER FLEET SYS	8694028342	01-42-5253	Fuel 2/2022	2,468.92
03/22	03/23/2022	34725	US BANK VOYAGER FLEET SYS	8694028342	01-44-5253	Fuel 2/2022	2,103.45
03/22	03/23/2022	34725	US BANK VOYAGER FLEET SYS	8694028342	01-45-5253	Fuel 2/2022	751.03
03/22	03/23/2022	34725	US BANK VOYAGER FLEET SYS	8694028342	01-47-5253	Fuel 2/2022	411.98
03/22	03/23/2022	34725	US BANK VOYAGER FLEET SYS	8694028342	06-47-5253	Fuel 2/2022	751.03

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 34725:							6,486.41
03/22	03/23/2022	34726	VERIZON WIRELESS	9901274542	01-40-5300	Wireless bill 2/2022	40.01
03/22	03/23/2022	34726	VERIZON WIRELESS	9901274542	01-42-5300	Wireless bill 2/2022	1,130.48
03/22	03/23/2022	34726	VERIZON WIRELESS	9901274542	01-43-5300	Wireless bill 2/2022	50.76
03/22	03/23/2022	34726	VERIZON WIRELESS	9901274542	01-44-5300	Wireless bill 2/2022	184.89
03/22	03/23/2022	34726	VERIZON WIRELESS	9901274542	01-47-5300	Wireless bill 2/2022	289.63
03/22	03/23/2022	34726	VERIZON WIRELESS	9901274542	01-48-5300	Wireless bill 2/2022	50.77
03/22	03/23/2022	34726	VERIZON WIRELESS	9901274542	06-40-5300	Wireless bill 2/2022	40.01
Total 34726:							1,786.55
03/22	03/23/2022	34727	Weld County Clerk and Recorder	032222	01-01-1302	Prepay recording fees	1,000.00
Total 34727:							1,000.00
Grand Totals:							235,252.31

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-01-1302	1,000.00	.00	1,000.00
01-02-2000	.00	134,441.18-	134,441.18-
01-02-2310	42,195.73	.00	42,195.73
01-02-2312	14,361.82	.00	14,361.82
01-02-2615	22,371.00	.00	22,371.00
01-40-5050	639.19	.00	639.19
01-40-5210	353.79	.00	353.79
01-40-5215	1,549.46	.00	1,549.46
01-40-5300	382.69	.00	382.69
01-40-5310	120.75	.00	120.75
01-40-5315	219.61	.00	219.61
01-40-5325	457.30	.00	457.30
01-40-5331	702.00	.00	702.00
01-40-5700	19.98	.00	19.98
01-41-5201	1,700.00	.00	1,700.00
01-41-5340	128.81	.00	128.81
01-41-5347	7,500.00	.00	7,500.00
01-42-5050	592.31	.00	592.31
01-42-5201	27.98	.00	27.98
01-42-5203	45.00	.00	45.00
01-42-5210	12.05	.00	12.05
01-42-5216	70.00	.00	70.00
01-42-5253	2,516.93	.00	2,516.93
01-42-5254	1,149.47	.00	1,149.47
01-42-5300	1,130.48	.00	1,130.48
01-42-5310	25.19	.00	25.19
01-42-5315	96.12	.00	96.12
01-42-5330	3,052.56	.00	3,052.56
01-43-5203	194.56	.00	194.56
01-43-5300	50.76	.00	50.76
01-44-5050	190.31	.00	190.31

GL Account	Debit	Credit	Proof
01-44-5210	183.36	.00	183.36
01-44-5216	2,245.65	.00	2,245.65
01-44-5251	255.23	.00	255.23
01-44-5253	2,103.45	.00	2,103.45
01-44-5254	249.95	.00	249.95
01-44-5255	1,500.41	.00	1,500.41
01-44-5300	184.89	.00	184.89
01-44-5310	60.38	.00	60.38
01-44-5360	3,832.50	.00	3,832.50
01-44-5364	769.00	.00	769.00
01-44-5369	2,000.00	.00	2,000.00
01-45-5210	234.60	.00	234.60
01-45-5216	205.63	.00	205.63
01-45-5253	751.03	.00	751.03
01-45-5310	60.37	.00	60.37
01-47-5253	411.98	.00	411.98
01-47-5300	289.63	.00	289.63
01-47-5405	640.00	.00	640.00
01-48-5300	50.77	.00	50.77
01-49-5260	3,730.00	.00	3,730.00
01-49-5261	2,242.50	.00	2,242.50
01-49-5262	2,660.00	.00	2,660.00
01-49-5265	174.00	.00	174.00
01-49-5401	6,750.00	.00	6,750.00
06-02-2000	.00	25,144.34-	25,144.34-
06-02-2310	2,411.30	.00	2,411.30
06-02-2312	528.62	.00	528.62
06-40-5300	40.01	.00	40.01
06-40-5405	1,325.00	.00	1,325.00
06-47-5215	2,709.19	.00	2,709.19
06-47-5231	17,289.93	.00	17,289.93
06-47-5253	751.03	.00	751.03
06-47-5310	89.26	.00	89.26
09-02-2000	.00	59,589.36-	59,589.36-
09-44-5604	39,470.18	.00	39,470.18
09-45-5491	3,773.00	.00	3,773.00
09-50-5511	10,516.00	.00	10,516.00
09-51-5500	5,830.18	.00	5,830.18
14-02-2000	.00	1,672.50-	1,672.50-
14-40-5505	1,672.50	.00	1,672.50
18-02-2000	.00	11,998.50-	11,998.50-
18-40-5500	11,998.50	.00	11,998.50
20-02-2000	.00	2,401.43-	2,401.43-
20-02-2310	2,220.87	.00	2,220.87
20-02-2312	180.56	.00	180.56
99-01-1077	5.00	.00	5.00
99-02-2000	.00	5.00-	5.00-
Grand Totals:	235,252.31	235,252.31-	.00

GL Account	Debit	Credit	Proof
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Report Criteria:

Report type: GL detail



Agenda Item Summary

MEETING DATE: Board of Trustees - 3/28/2022

SUBJECT: Resolution No. 24-R-2022: Resolution Approving First Amendment to Agreement for Professional Services with Ditesco, LLC and Authorizing Execution of Task Order 2022-004 (Re Construction Management for Design and Construction Services – Town of Mead Community Center / Bean Plant)

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

SUMMARY

The Town contracted with DITESCO, LLC, a Colorado limited liability company (“Contractor”) in March of 2021 to act as the owner’s representative / project manager for the new Public Works Facility project.

The Town now desires to contract with the Contractor to manage the demolition, design, and construction of the Bean Plant/Community Center utilizing the March 2021 contract (Agreement for Professional Services dated March 30, 2021, the “Agreement”).

The Agreement contemplated that the Contractor would serve as the owner’s rep/project manager for other Town projects including the 3rd Street Reconstruction Project, the Highland Lake Project, and, as relevant here, the **Community Center / Bean Plant Project**. The scope of work associated with the Community Center / Bean Plant Project is detailed in Task Order 2022-004, a copy of which is attached to Resolution No. 24-R-2022 (the “Resolution”) as **Exhibit 2**. The scope of work set forth in Task Order 2022-004 includes the following:

- **Demolition Phase:** Develop a demolition drawing set, including technical specifications, prepare bid documents and manage the selected contractor through this phase and provide on-site construction management and inspection services.
- **Design Phase Management:** Provide a full complement of project management services including budget management, preparation of an RFP for architect selection, coordination of design development, oversight of the architectural consultant contract, and design review.
- **Construction Phase Management:** Provide project and construction management services including procurement, review of pay applications, daily inspections, testing oversight, submittal review, utility coordination, and maintenance of project records.

In order to authorize the Contractor to proceed with the scope of work set forth in Task Order 2022-004 (the “Project Task Order”), the Agreement must be amended to:

- (1) extend the term of the Agreement through December 31, 2023, and
- (2) adjust the not-to-exceed compensation amount set forth in Section IV.A. of the Agreement from \$225,000 to \$615,000 to account for the not-to-exceed amount of \$385,619.00 set forth in the Project Task Order.

The two amendments/modifications to the Agreement are set forth in that certain First Amendment to the Agreement (the “First Amendment”), a copy of which is attached to the Resolution as **Exhibit 1**.

The Resolution: (1) approves the First Amendment; (2) authorizes the Mayor to execute the First Amendment on behalf of the Town; and (3) authorizes the Town Manager to execute the Project Task Order following the date on which the First Amendment has been fully executed by the Contractor and Town.

Town Staff is recommending approval of the Resolution.

FINANCIAL CONSIDERATIONS

The Project Task Order includes a not-to-exceed amount of \$385,619. Conditioned on approval of the First Amendment (which increases the not-to-exceed compensation amount set forth in Section IV.A. of the Agreement from \$225,000 to \$615,000), the scope of work/scope of services set forth in the Project Task Order may be initiated by approval of the Project Task Order form (attached as **Exhibit 2** to the Resolution).

The approved 2022 Budget includes \$487,249 in the Municipal Facilities Impact Fund (09-51-5500) for the Community Center project.

STAFF RECOMMENDATION/ACTION REQUIRED

Suggested Motion:

“I move approval of Resolution No. 24-R-2022, a Resolution of the Town of Mead, Colorado, Approving First Amendment to Agreement for Professional Services with Ditesco, LLC and Authorizing Execution of Task Order 2022-004 (Re Construction Management for Design and Construction Services – Town of Mead Community Center / Bean Plant).”

ATTACHMENTS

- Resolution No. No. 24-R-2022
- Exhibit 1** to Resolution (First Amendment to Agreement)
- Exhibit 2** to Resolution (Task Order No. 2022-004)

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 24-R-2022**

A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING THE FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES WITH DITESCO, LLC AND AUTHORIZING EXECUTION OF TASK ORDER 2022-004 (RE CONSTRUCTION MANAGEMENT FOR DESIGN AND CONSTRUCTION SERVICES – TOWN OF MEAD COMMUNITY CENTER / BEAN PLANT)

WHEREAS, the Town of Mead and DITESCO, LLC, a Colorado limited liability company (“Contractor”) entered into that certain Agreement for Professional Services dated March 30, 2021 (the “Agreement”), pursuant to which Contractor was retained to provide certain owner’s representative / project management services for the Town (“Services”); and

WHEREAS, the Town and Contractor desire to amend the Agreement as specifically set forth in that certain First Amendment to Agreement for Professional Services (the “First Amendment”), a copy of which is attached to this Resolution as **Exhibit 1** in order to extend the term of the Agreement through December 31, 2023 and adjust the not-to-exceed compensation amount set forth in Section IV.A. of the Agreement to account for the specific Services set forth in Task Order 2022-004 (re construction management for demolition, design and construction services associated with the Community Center / Bean Plant) (the “Project Task Order”); and

WHEREAS, a copy of the Project Task Order is attached to this Resolution as **Exhibit 2** and is incorporated herein by reference; and

WHEREAS, the Board of Trustees desires to approve the First Amendment and further desires to authorize the Mayor to execute the First Amendment on behalf of the Town; and

WHEREAS, the Board of Trustees further desires to authorize the Town Manager to execute the Project Task Order following the date on which the First Amendment has been fully executed by the Contractor and Town,

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

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

Section 2. The Board of Trustees hereby: (a) approves the First Amendment in substantially the same form as is attached in **Exhibit 1**; (b) authorizes the Town Attorney in cooperation with the Town Manager to make non-material changes to the First Amendment that do not increase the Town’s financial obligations; (c) authorizes the Mayor to execute the First Amendment on behalf of the Town when in final form; and (d) delegates authority to the Town Manager to execute the Project Task Order following the effective date of the First Amendment.

Section 3. Effective Date. This Resolution is effective immediately upon adoption.

Section 4. Repealer. All resolutions or parts of resolutions in conflict with this Resolution are repealed.

Section 5. Certification. The Town Clerk shall certify the passage of this Resolution and make at least one copy of the adopted Resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 28th DAY OF MARCH, 2022.

ATTEST:

TOWN OF MEAD

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

By: _____
Colleen G. Whitlow, Mayor

Attachment(s):

Exhibit 1 – First Amendment to Professional Services Agreement (DITESCO, LLC)

Exhibit 2 – Project Task Order (Task Order 2022-004)



TASK ORDER - SPECIAL PROJECTS

TASK ORDER NO.: 2022-004

Task Name: Demolition, design, and construction of Town of Mead Bean Plant/Community Center

Requested By: Erika Rasmussen **Proposed Start Date:** April 2022

Funding Source: 09-51-5500 **Proposed Completion Date:** Dec 2023

Tasks / Deliverables: See attached memorandum **Total Task Order Budget:** \$385,619.00

Approval:

_____ **Date:** _____

Town Manager

Additional Comments: This Task Order is not valid without attached Task Order memorandum, approved by the Town Engineer.

Attachment: Task Order Memorandum

FINANCE DIRECTOR REVIEW:
Finance has reviewed this Task Order and the funds:

☒ *are appropriated*
☐ *are not appropriated (note: _____)*

By: _____

Account reference/information: 09-51-5500 Capital Outlay - Community Center



TASK ORDER MEMORANDUM

To: Helen Migchelbrink, Town Manager

From: Erika Rasmussen, Town Engineer

Date: 03/17/2022

Subject: Construction Management for demolition, design, and construction of Town of Mead Bean Plant/Recreation Center

Task Order No.: 2022-004

This Task Order Memorandum has been prepared in accordance with the Town’s Agreement for Professional Services dated March 30, 2021 (PSA) with **Ditesco, LLC** (the “Contractor”) for owner’s representative services, including special projects. No special projects shall be performed by the Contractor until the Town’s Authorized Representative has executed a Task Order authorizing the Contractor to proceed with the Task(s) identified below.

Task(s) to be performed:

- **Demolition Phase:** Develop a demolition drawing set, including technical specifications, prepare bid documents and manage the selected contractor through this phase and provide on-site construction management and inspection services.
- **Design Phase Management:** Provide a full complement of project management/owner’s representative services including budget management, preparation of an RFP for architect selection, coordination of design development, oversight of the architectural consultant contract, and design review.
- **Construction Phase Management:** Provide project and construction management services including procurement, review of pay applications, daily inspections, testing oversight, submittal review, utility coordination, and maintenance of project records.

Time schedule:

Demolition Phase -	April 2022-August 2022
Design Phase -	September 2022-January 2023
Construction Phase -	Estimated completion by September 2023

Deliverables: See attached scope of work

Charges: Unless otherwise set forth in this Task Order Memorandum, the Charges authorized herein shall be considered a not to exceed (NTE) figure. Charges shall be calculated pursuant to the hourly rates in the PSA, as the same may be amended, unless otherwise set forth herein. Contractor’s proposal letter dated **March 16, 2022** related to the Task(s) outlined above (consisting



of nine (9) pages total) is attached to this Task Order Memorandum and is incorporated herein by reference (the “Contractor Proposal”). I have reviewed and approved the Contractor Proposal, and I therefore request that you proceed to approve the attached Task Order, which will authorize the Contractor to proceed with the special project described above for the **not-to-exceed fee of three hundred eighty-five thousand six hundred nineteen and 00/100 dollars (\$385,619.00).**

Following approval of this Task Order, \$4,381.00 will remain of the Total Not-to-Exceed Amount set forth in the PSA approved via Town Resolution No. 19-R-22 and as amended by the Resolution scheduled to be considered by the Town Board of Trustees at the March 28, 2022 regular meeting (amending the PSA to increase the Contractor’s Not-to-Exceed Compensation from \$225,000 to \$615,000 in order to properly budget and account for the not-to-exceed fee of \$385,619.00 associated with the special project described in this Task Order Memorandum.

Review and approval of Task Order Memorandum:

Erika Rasmussen, Town Engineer/PW Director

(Note: This Task Order Memorandum is not valid unless and until a Task Order has been executed by the Town Manager and approved by the Finance Director.)



2133 South Timberline Road, Suite 110
Fort Collins, CO 80525
ditescoservices.com

Delivery by email to:
erasumussen@townofmead.org

March 16, 2022
Ms. Erika Rasmussen, PE
Town Engineer
Town of Mead
441 Third Street
Mead, CO 80542

RE: Project & Construction Management
Town of Mead Bean Plant/Recreation Center Conversion

Dear Erika:

Thank you for giving Ditesco the opportunity to assist with project management/owner's representative services for the Town of Mead Bean Plant/Recreation Center Conversion Project. We are very excited to be involved in this interesting project to re-utilize a landmark within the Town of Mead.

This letter follows on our meeting held January 28, 2022. At this meeting, we reviewed the details behind the Town's needs for project and construction management assistance. With this understanding, we have completed a scope of services for your consideration. Please find attached our scope of work and fee proposal to provide project management services for the duration of the project.

Please let me know if you have any questions or require further information regarding this proposal, I can be reached by phone at 480-745-5910 and email george.latour@ditescoservices.com.

Sincerely,

A handwritten signature in black ink that reads "George Latour". The signature is fluid and cursive.

George Latour, CCM

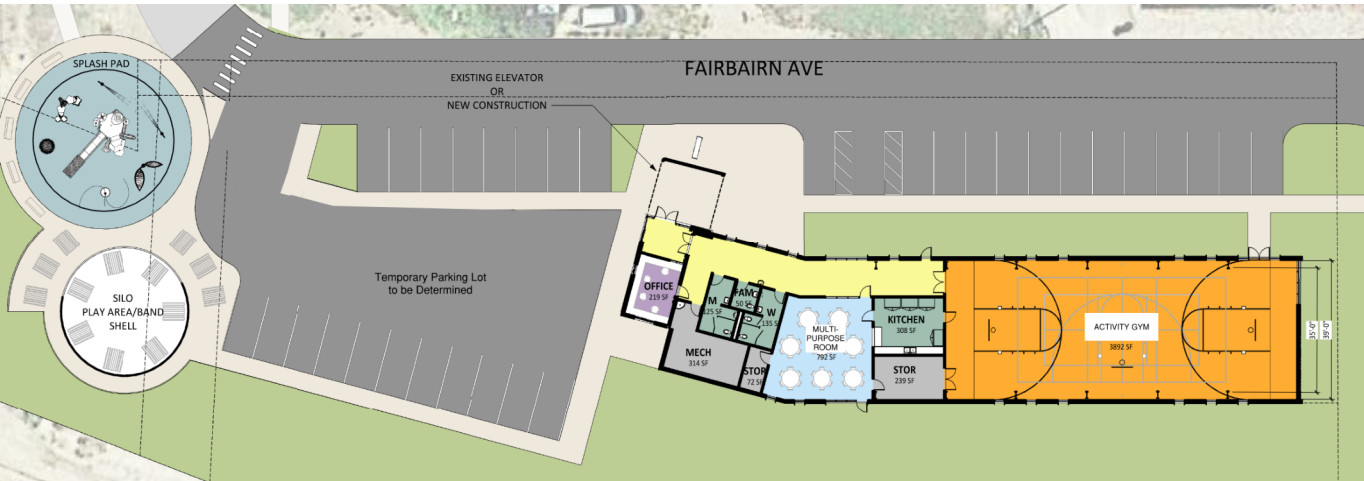
Enc. Scope of work

Cc: file
Jill Burrell, PE

Exhibit A
Town of Mead
Bean Plant/Recreation Center Conversion
Project Management Scope of Work

Project Understanding

The Town of Mead (Town) desires to convert the existing Bean Plant at the corner of Martin Avenue and Third Street to a Recreation Center (Rec Center). The new Recreation Center will include a multi-purpose room, activity gym, kitchen, flexible storage space, and restrooms. Exterior improvements will include on-street parking along Fairbairn Avenue, and a temporary parking area to the south of the new facility. The Town also desires to have an exterior play area, such as a splash pad, located on the south end of the site.



Portions of the existing facility may be repurposed, if economical, or if feasible, or pending costs implications, may demolish the entire existing structures and re-build with similar look to provide continuity in aesthetics for this area of Mead. This will be determined by a forthcoming report by Anderson Hallas Architects, anticipated February 2022.

The Town has requested Ditesco provide project and construction management for this project. This effort will include development of Request for Proposal documents for Architect, participation in architect proposal evaluation, and management of the project Architect and design process. The Town is anticipating delivering this project through a Construction Manager at Risk (CMaR) or similar delivery model. Ditesco will assist the Town is solicitation of a qualified contractor to provide construction services, oversee the development of Not to Exceed, Guaranteed Maximum Price (GMP) contract, and construction of the new Rec Center.

Ditesco will work with the Town and selected architect to permit the project through the Town’s building official, SafeBuilt. Ditesco will then provide construction management services during construction to oversee the demolition of the facility and construction of the new Rec Center.

The project is anticipated to be in design through 2022, with construction of the new facility beginning in 2023. Construction is anticipated to be completed by late summer, with the Recreation Center open for use in Fall 2023.

This scope of work assumes that the city will provide:

- Specialty inspections required by building code.
- Zoning and general material use compliance related to site development plan approvals.
- Erosion control (SWMP) compliance inspections.

Ditesco will provide project management during the design phase and construction phase and will provide construction management personnel to assist with inspections during construction. These tasks are further detailed below.

Phase – Demolition Phase

- Ditesco will complete one (1) site visit to collect information, photograph, and document the demolition limits of the site.
- We will attend bi-weekly progress meetings for design and construction. We have estimated this effort at a total of ten (10) meetings.
- Ditesco will develop a demolition drawing set as a separate deliverable. This drawing set is anticipated to include:
 - Cover (1 sheet)
 - General notes (1-2 sheets)
 - Overall site drawing (1 sheet)
 - Demolition drawings (2-3 sheets)
 - Demolition photograph details (2-3 sheets)
 - **Total Sheets: 7-10 Sheets**
- Ditesco will generate CSI-formatted technical specifications for the demolition work. For deconstruction of Building 2A, 2B, and 3, Ditesco will develop a performance specification for deconstruction, labeling, and storage of the building materials.
- We will assist the Town in development of bid documents for advertisement of this demolition project. This portion of the project is anticipated to be delivered via design-bid-build, or hard-bid method.
- Ditesco will participate in the pre-bid meeting, and prepare any addenda associated with the bidding process.

Upon selection of the Contractor, Ditesco will manage the Contractor through the demolition phase of construction. This effort is anticipated to include:

- Ditesco will complete one (1) pre-construction meeting. For this meeting, our staff will prepare a meeting agenda and meeting minutes.
- We will review the Contractor's schedule and provide feedback on key milestones to complete the work.
- We will manage on-site weekly check-in meetings with the Contractor. This effort is anticipated to be four (4) on-site meetings, through construction. We will prepare meeting agendas, as applicable, for these meetings.
- Ditesco will provide on-site construction management services for demolition. This effort is anticipated to be completed at a half-time, or four-hours per day effort. This work will include daily coordination with the Contractor, coordination with the Town, quality assurance verifications, and confirmation for general conformance with the drawings.
- Our staff will track demolition progress with photographic records on the project Procore site.

Phase – Design Management

- During this phase Ditesco will provide a full complement of project management services including budget management through routine cost control reports to Town management. We will also create and manage an overall program schedule.
- Ditesco will prepare request for proposals for the architect, and the Construction Manager at Risk (CMaR) general contractor working proactively with Town staff to advertise and select each team member. We will independently evaluate cost factors presented by contractors to ensure the cost is controlled through the general contractor selection process. We will ensure professional services rates are industry competitive for this type of project.

- We will hold bi-weekly coordination meetings with the selected architect and Town staff to ensure design schedules are maintained and required submittals are provided to match the delivery schedule.
- We will coordinate with the selected architectural firm and the Town to gain the necessary permits and project approvals. This is anticipated to include site plan and building permit through the Town's Building Official, SafeBuilt.
- Ditesco staff will also participate and/or manage meetings for design development/construction documentation creation including:
 - Design coordination meetings (bi-weekly)
 - Utility Coordination meetings (LTWD, United Power, TDS, Xcel) (assumed 6 meetings)
- During the design and construction phase, we will establish and manage a Procore document management site (cloud based) for design team and contractor access. This site will manage all construction phase communications including submittal review, RFIs, meeting minutes, test results, correspondence, and reports.
- Ditesco will oversee the architectural consultant contract providing guidance on design deliverables, quality control, schedule control and contract administration (invoice recommendations for approval, change orders and/or contract amendments).
- We will prepare and implement risk management plans to help control cost, schedule, and quality for the Town.
- Our team will provide design review for 30, 60, and 90% complete plans to ensure the architectural and engineering quality is delivered resulting in minimal delays in design and permitting approvals.
- Ditesco staff will work with Town personnel to ensure equipment specified has useful warranties and design elements are easily maintained thereby minimizing operational costs.
- Ditesco staff will participate in the GMP development process with the CMAA contractor including auditing GMP and subcontractor proposals. This will be completed to verify compliance with Town of Mead purchasing procedures.
- We will participate in all subcontractor selection and buy out sessions to ensure the proper scope of work is maintained for each subcontractor in the overall development of the GMP.
- We will audit the GMP preparation to ensure it is within budget and cost are calculated and presented according to the terms of the CMAA agreement.

Phase: Construction

- During this phase Ditesco personnel will photograph and video the existing project conditions and roadways leading into and out of the project site. This effort ensures a baseline record of pre-existing conditions protecting the Town from damage claims.
- We will review and comment on the contractor's initial schedule prior to the pre-construction meeting. We will ensure a logical, defined CPM schedule is established with an overall baseline for progress measurement.
- Our staff will coordinate, attend and document one pre-construction meeting.
- We will conduct weekly progress meetings on site with the general contractor and their subcontractors. We will provide meeting minutes for all meetings.
- We will review and recommend approval of pay applications to the Town, review and manage contract changes for approval by the County, generate and coordinate responses to RFIs and provide for overall administration of the construction contract.

- Our staff will perform daily site inspections to ensure quality construction and conformity to the plans and specifications. Inspections will include coordination for all specialty inspections required of the project including structural steel and concrete, masonry, coatings, wall, and roofing systems. Ditesco will oversee pipe, manhole, concrete flatwork, and asphalt paving construction. We will provide field engineering support addressing field changes quickly to avoid construction delays.
- We will provide the Town with monthly reports documenting the contractors work progress, contract times and other pertinent information. We will also document daily work progress in the form of daily logs.
- We will oversee the submittal process with all project submittals, between the architect and contractor.
- Ditesco staff will review all test reports. We will comment on reports not meeting specifications and recommend remediation measures if necessary. We will ensure the appropriate numbers of tests are taken and that they are sampled according to industry standards and the project specifications.
- We will coordinate work between the general contractor and outside agencies (e.g., utility companies, Town of Mead, Mountain View Fire Rescue District) affected by the project.
- We will maintain project records including contracts, schedules (overall job and three-week look-ahead), progress meeting minutes, material test results, weekly reports, correspondence, pay applications, change orders, routine photographs, submittals, RFIs, permits, commissioning records and post construction close-out paperwork (punch lists, lien waivers, substantial completion/final acceptance).
- Ditesco personnel will oversee the coordination of all relevant building inspections, by the Contractor, with SafeBuilt. Inspections not performed through SafeBuilt will be directly performed by Ditesco (or the Town's material testing firm) and documented appropriately for building code compliance.
- Ditesco personnel will ensure that an as-built plan set is maintained and transmitted to the architect upon completion of the project. This will be a redlined drawing set maintained by our staff and will be coordinated with plan changes that may be documented by the general contractor. We will also ensure accurate O&M manuals are transmitted to the Town upon completion of the project.
- Ditesco staff will also perform all project management efforts including cost, schedule, and quality control through construction.

Deliverables:

- **Demolition Phase:** deliverables will include complete drawing set for demolition, CSI Technical Specifications, meeting agendas and minutes, construction phase documents including photographs, meeting minutes, inspection notes, pay applications, change orders, field orders, work change directives, schedules, reports, and other relevant information produced through this phase.
- **Design & Construction Phase Management:** Deliverables will include full project documentation presented electronically including bid information, construction correspondence, pay applications, change orders, field orders, work change directives, schedules, submittals, transmittals, reports, photographs, meeting notes, record drawings and other relevant information produced throughout the design and construction phase.

Schedule

Demolition Phase: April 2022 to August 2022

The anticipated schedule for the Town of Mead Rec Center project is design completion in January 2023 and construction completion in September 2023.

Fee Estimate

We have based our fee estimate on the following assumptions of the project.

- Parallel effort for development of demolition design drawings and design-phase effort
- 10-month design phase. (2022)
- 8-month construction phase (2023)
- Rec Center plans and specifications prepared by Others
- Agreements and permits provided by the Town.
- All material testing: special inspections provided by the Town.
- All formal stakeholder engagement activities completed as part of previous programming phase.

Estimated Fee:	
Demolition Phase:	\$52,847.00
Design Phase Management	\$91,798.00
Construction Phase Management	<u>\$240,975.00</u>
Total:	\$385,619.00

A detailed task breakdown is included. Please find this on page 7 and 8 of this scope of work proposal.

The fee shown above is to be billed on a time and material basis, not to exceed basis based on the rates shown in the table on page 7 and 8 of this proposal. All reimbursable expenses will be billed at direct cost.



Ditesco
2022-2023 Rate Schedule

Principal:	\$150.00 to \$160.00 per hour
Project Manager:	\$120.00 to \$143.00 per hour
Construction Manager/Resident Engineer:	\$110.00 to \$130.00 per hour
Project Engineer:	\$90.00 to \$124.00 per hour
Inspector:	\$79.00 to \$104.00 per hour
CAD Design	\$75.00 to \$95.00 per hour
Administrative:	\$58.00 to \$69.00 per hour
Mileage Reimbursement:	IRS rate
Subconsultant Markup	5% of cost
All other costs at direct expense	
Terms	30 days net

Town of Mead
 Bean Plant/Rec Center Conversion

3/16/2022

Phase/Task Description	Ditesco				Task Total
	G. Latour/ J. Burrell	Matt Jardine	Rhonda Bunner	Leslie Brantner	
	Project Manager	Construction Manager	CAD Design	Admin	
	(hrs)	(hrs)	(hrs)	(hrs)	
	\$135	\$115	\$85	\$70	
Task 1: Demolition Phase					\$50,390
1.01 Design					
- Design Drawings	34	0	40	0	\$4,590
- Design QA/QC	6	0	4	0	\$810
1.06 CSI Formatted Technical Specifications	27	0	0	0	\$3,645
1.02 Meetings	60	21	0	0	\$10,515
1.03 Independent Cost Estimate	6	0	0	0	\$810
1.05 Site Investigation	12	0	0	0	\$1,620
1.10 Bid Assistance	28	0	0	0	\$3,780
2.1 Resident Engineering	14	126	0	0	\$16,380
2.2 Submittal Review	26	0	0	0	\$3,510
2.3 Contract Mangement	8	0	0	7	\$1,570
2.4 RFI Response	14	0	0	0	\$1,890
2.7 Project Close Out	6	4	0	0	\$1,270
Other direct costs (mileage, reproduction, etc)					\$2,457
Work Effort Subtotal	241	151	44	7	
Cost per labor category	\$32,535.00	\$17,365.00	\$3,740.00	\$490.00	\$52,847
Hours per day	3.1	3.6	0.6	0.1	
Task 2: Design Management					\$91,798
2.3 Contract Management - Design	10	0	0	0	\$1,350
- Establish Procore site for project team	2	0	0	0	\$270
- Bi-Weekly Progress Meetings	108	0	0	86	\$20,533
- Town Board Meetings (as needed)	16	0	0	0	\$2,160
- Bi-weekly Architect Coordination (permitting, etc)	215	0	0	0	\$29,025
- Budget Management/Cost Control	25	0	0	0	\$3,375
- Master Schedule Creation and Management	12	0	0	0	\$1,620
- Monthly Reports	10	0	0	20	\$2,750
- Offsite Utility Coordination (United Power, Xcel, LTWD, TDS)	26	0	0	0	\$3,510
- Permitting Coordination and Assistance	55	0	0	0	\$7,425
1.08 Review Plans/Specs					
- 30% Design	20	0	0	0	\$2,700
- 60% Design	25	0	0	0	\$3,375
- 90% Design	30	10	0	0	\$5,200
2.3 Contract Management - Procurement					
- CMaR and Architect - RFP	20	0	0	0	\$2,700
- CMaR and Architect - PreProposal Mtg	12	0	0	0	\$1,620
- CMaR and Architect Interviews	24	0	0	0	\$3,240
- Reference checks	4	0	0	0	\$540
- Recommendation of Award	3	0	0	0	\$405
Work Effort Subtotal	617	10	0	106	

					Section 8, Item d.
Cost per labor category	\$83,227.50	\$1,150.00	\$0.00	\$7,420.00	
Hours per day	2.4	0.0	0.0	0.4	
Task 3: Project Construction Management (Construction Phase)					\$228,835
2.3 Contract Management					
- Ditesco Contract Management	27	0	0	0	\$3,645
- Contractor Contract Managemetn (pay applications, change orders, etc.)	18	0	0	0	\$2,430
1.2 Meetings					
- Preconstruction Meeting (minutes, contact lists)	4	3	0	4	\$1,165
- Construction progress meetings (1 per week for 10 months)	122	98	0	117	\$35,930
2.1 Resident Engineering (on site part time 4 hrs per day)	117	860	0	0	\$114,695
- Create and compile job files	0	9	0	8	\$1,595
- Preconstruction Photographs	0	6	0	0	\$690
- Monthly Budget Reprots	18	0	0	18	\$3,690
- Daily Construction Logs	0	108	0	0	\$12,363
- Job Files	10	36	0	0	\$5,490
2.2 Submittal/shop drawing coordination and record keeping	8	78	0	0	\$10,050
2.4 RFI Response Management	156	39	0	0	\$25,545
2.5 Schedule Management	5	18	0	0	\$2,678
2.7 Project Close Out	6	12	0	0	\$2,190
- Record Drawing Compilation	0	8	0	0	\$920
- Close out paperwork (substantial and final completion, etc.)	4	8	0	0	\$1,460
- Project Close Out (compilation of files, photos, job records, etc.)	0	16	0	0	\$1,840
- Warranty walkthrough (11th and 23rd months)	8	12	0	0	\$2,460
Other direct costs (mileage, reproduction, etc)					\$12,140
Work Effort Subtotal	503	1311	0	147	
Cost per labor category	\$67,837.50	\$150,707.50	\$0.00	\$10,290.00	\$240,975
Hours per day	2.3	6.1	0.0	0.7	
Total Work Effort	1360	1472	44	260	\$371,023
ODCs					\$14,597
Cost per labor category	\$183,600.00	\$169,222.50	\$3,740.00	\$18,200.00	

Total Fee Estimate:	\$385,619
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Assumptions:

- Parallel Design and Demolition Phase
- 8 Month Construction phase
- Project Start April 2022
- Project Design End January 2022
- Project Construction February to September 2023



Agenda Item Summary

MEETING DATE: March 28, 2022

SUBJECT: **Ordinance No. 992:** An Ordinance of the Town of Mead, Colorado, Amending Sections 13-1-80 and 13-1-200 of the *Mead Municipal Code* to Establish a Transfer Fee and Permit Alternative Rate Calculation Methods

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

SUMMARY

Staff is proposing to amend the Mead Municipal Code to address two sewer fee issues.

The first issue is developments or households that transfer from another sewer utility provider, sanitation district, or private septic or lagoon system to the Town's sewer system. The purpose is to help ensure the Town's Sewer Enterprise Fund is sufficient to cover the costs of wastewater plant expansion or other infrastructure upgrades that may be necessary from such additional connections to the system. This ordinance requires applicants to pay a transfer fee and pay for a study showing the cost of the expanded infrastructure necessary to meet the needs of the applicant. For example, new developments currently outside the Town sewer boundary may petition for inclusion. This additional wastewater was not considered as part of the Town's master plan and additional capacity at the plant may be required as determined by the study.

The second issue is accounting for instances when atypical methods for calculating sewer rates are necessary. Typical sewer user rates are based on winter water usage; however, there are occasions where the standard method of determining user rates is not feasible. For example, the wastewater from an RV dump station is not accurately represented by the winter water usage on the property. This ordinance provides alternative methods for determining user rates, such as metering or other method demonstrating a reasonable nexus between the rate and the impacts on the Town facilities.

FINANCIAL CONSIDERATIONS

There are no costs to the Town to implement this change. The study, fees, and infrastructure improvements for transferring into the Town's sewer system will be borne by the development or household requesting to utilize to the Town's sewer network.

The additional methods of sewer rate calculations will better capture the actual costs associated with unique conditions on properties when standard methods do not produce accurate rate calculations.

STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the consent agenda will approve Ordinance No. 992. If the Board takes the item off the consent agenda, the following motions are recommended:

Suggested Motion (ORDINANCE) – “I move to adopt Ordinance No. 992, An Ordinance of the Town of Mead, Colorado, Amending Sections 13-1-80 and 13-1-200 of the *Mead Municipal Code* to Establish a Transfer Fee and Permit Alternative Rate Calculation Methods.”

ATTACHMENTS

Ordinance No. 992

**TOWN OF MEAD, COLORADO
ORDINANCE NO. 992**

**AN ORDINANCE OF THE TOWN OF MEAD, COLORADO, AMENDING
SECTIONS 13-1-80 AND 13-1-200 OF THE MEAD MUNICIPAL CODE TO
ESTABLISH A TRANSFER FEE AND PERMIT ALTERNATIVE RATE
CALCULATION METHODS**

WHEREAS, Section 13-1-80 of the Town of Mead Municipal Code (“MMC”) sets forth the fees to be paid when a person connects to the Town’s sewer utility infrastructure; and

WHEREAS, Section 13-1-200 establishes the procedures for setting sewer use rates, which rates must be sufficient to generate enough revenue to pay all costs for the operation and maintenance of the Town’s sewer system; and

WHEREAS, Town staff has reviewed these provisions of the MMC and recommends amendments to: (1) establish a transfer fee in Section 13-1-80 for developments or households that transfer from another sewer utility provider, sanitation district, or private septic or lagoon system to the Town’s sewer system to help ensure the Town’s Sewer Enterprise Fund is sufficient to cover the costs of wastewater plant expansion that may be necessary from such additional connections to the Town’s sewer system, and (2) account for differing rates in Section 13-1-200 charged to properties that cannot be billed in the Town’s usual manner due to the unique features or conditions of the property; and

WHEREAS, the Board of Trustees has determined that the adoption of this ordinance will further the public health, safety and welfare of the residents of the Town.

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

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

Section 2. Amendment to Section 13-1-80. Section 13-1-80 of the MMC is hereby amended by adding a new subsection (j) to read in full as follows:

Sec. 13-1-80. - Sewer tap, plant investment, and related fees.

- (j) If an applicant seeks to connect to the Town’s centralized sewer system by transferring from a different sanitation district or utility provider or by upgrading an existing private septic or lagoon system, the applicant shall pay to the Town an application fee, study fee, and transfer fee in addition to the plant investment fee, as specifically provided in this Section. The transfer fee shall be in lieu of the payment of any tap fee.
- (1) Application fee and study fee. At the time an applicant submits an application to connect to the Town’s centralized sewer system, the applicant shall pay an application fee and a deposit to cover the estimated costs for the completion of a study setting forth the cost of the expanded sewer infrastructure, which shall include any appropriate

inflationary adjustments as determined by the Town, necessary to meet the applicant's needs. The study shall be completed by the Town Engineer or a professional engineer retained by the Town for such purpose. The application fee and deposit amount shall be established by resolution of the Town Board of Trustees and shall be included in the Town's comprehensive fee schedule. The fee for completion of the study shall be calculated on a case-by-case basis and shall not exceed the actual cost of the study. The applicant is responsible for the actual cost of the study. If the cost of the study exceeds the deposit paid by the applicant at the time of the application, the applicant shall remit the amount that exceeds the deposit paid to the Town. If the deposit paid is more than the actual cost of the study, the Town will refund the deposit amount paid that exceeds the cost of the study.

- (2) Transfer fee. The transfer fee shall be equal to the cost of the expanded sewer infrastructure necessary to meet the applicant's needs, as shown in the study completed by the Town.
- (3) Complete application. The Town shall not process a transfer application or proceed with the study unless and until the applicant has submitted a complete application and paid all required fees.

Section 3. Amendment to Section 13-1-200. Section 13-1-200 of the MMC is hereby amended by adding a new subsection (i) to read in full as follows:

Sec. 13-1-200. - Rate setting procedures.

- (i) The Town reserves the right to determine all fees and charges to users not specifically covered by the schedules or rate setting procedures enumerated in this Code or the Town's fee schedule. The public works director may authorize sewer usage fees based on:
 - (1) The average metered sewer usage of a particular property or user; or
 - (2) Other circumstances specific to a property or user so long as there is a reasonable nexus between the fee imposed and the outflow or other impacts on the Town by the property or user.

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

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

Section 6. Codification Amendments. The codifier of the Mead Municipal 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 Mead Municipal Code.

Section 7. Severability. If any part, section, subsection, sentence, clause or phrase of this

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

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 28TH DAY OF MARCH, 2022.

ATTEST:

TOWN OF MEAD

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

By: _____
Colleen G. Whitlow, Mayor



Agenda Item Summary

MEETING DATE: March 28, 2022

SUBJECT: **Resolution No. 25-R-2022:** A Resolution of the Town of Mead, Colorado, Amending the Town’s Comprehensive Fee Schedule to Include Sewer Transfer Application Fees

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

SUMMARY

This resolution complements Ordinance No. 992 (“Ordinance”), which establishes fees for properties transferring into the Town’s centralized sewer system that were not anticipated by the Town’s master plan and may lead to additional capacity needed at the wastewater plant. The Ordinance requires that the application fee and a deposit for a study related to such sewer transfer be established by resolution of the Board of Trustees and included in the Town’s comprehensive fee schedule.

Staff proposes that the following fees for sewer transfers be added to the fee schedule:

Number of Service Connections to Town System	Application Fee	Deposit for Study
1 Service	\$250.00	\$1,000.00
Up to 10 Services	\$500.00	\$5,000.00
10 or More Services	\$500.00	\$10,000.00

The above-listed application fees are similar to other Town application fees. The deposit amounts listed above are paid at the time of the transfer application, and the deposit paid goes toward the cost of the study needed to determine the infrastructure and cost of such infrastructure for each transfer. The applicant is required to pay the full cost of the study, and the cost of each study will depend on the number of service connections and specific circumstances involved for a given application.

As an example, the Town completed such a sewer infrastructure study for property being annexed into the Town. The property included eight service connections for eight commercial lots and cost approximately \$75,000.00. The per-service cost of the study was approximately \$9,375.00.

If adopted, the fees in this resolution will become effective on the same date as the Ordinance becomes effective.

FINANCIAL CONSIDERATIONS

There are no costs to the Town to implement this change. The study, fees, and infrastructure improvements for transferring into the Town's sewer system will be borne by the development or household requesting to utilize to the Town's sewer network.

STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the consent agenda will approve Resolution No. 25-R-2022. If the Board takes the item off the consent agenda, the following motions are recommended:

Suggested Motion (RESOLUTION) – "I move to adopt Resolution No. 25-R-2022, A Resolution of the Town of Mead, Colorado, Amending the Town's Comprehensive Fee Schedule to Include Sewer Transfer Application Fees."

ATTACHMENTS

Resolution No. 25-R-2022

TOWN OF MEAD, COLORADO
RESOLUTION NO. 25-R-2022

A RESOLUTION OF THE TOWN OF MEAD, COLORADO, AMENDING
THE TOWN’S COMPREHENSIVE FEE SCHEDULE TO INCLUDE SEWER
TRANSFER APPLICATION FEES

WHEREAS, the Town adopted Ordinance No. 992 (“Ordinance”), which establishes fees for households and developments applying to transfer into the Town’s centralized sewer system from another utility provider, sanitation district, or private septic system; and

WHEREAS, the Ordinance requires certain of those sewer transfer fees to be set forth in the Town’s comprehensive fee schedule; and

WHEREAS, the Town is authorized to establish fees, charges and assessments for permits, licenses and services to cover the reasonable costs and expenses incurred by the Town in administering Town programs and services and amend such fees and charges from time to time by resolution; and

WHEREAS, the Town finds that the fees set forth in this resolution are reasonably related to the costs and expenses incurred by the Town in administering sewer transfer services and that it is in the best interests of the Town to amend the comprehensive fee schedule to include such fees.

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

Section 1. Fees Adopted. The Board of Trustees hereby: (a) adopts the application fee and deposit amount related to sewer transfer applications (“Sewer Transfer Application Fees”), as shown in **Exhibit 1** attached hereto; and (b) directs Town staff to take all steps necessary to include the Sewer Transfer Application Fees into the Town of Mead’s Comprehensive Fee Schedule and implement the Fee Schedule to take effect on the effective date set forth in Section 2 of this resolution.

Section 2. Effective Date. This resolution and the adopted fees set forth herein shall become effective upon the effective date of Ordinance No. 992.

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 28TH DAY OF MARCH, 2022.

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

EXHIBIT 1**SEWER TRANSFER APPLICATION FEES***(see MMC § 13-1-80(j))*

Number of Service Connections to Town System	Application Fee	Deposit for Study
1 Service	\$250.00	\$1,000.00
Up to 10 Services	\$500.00	\$5,000.00
10 or More Services	\$500.00	\$10,000.00



Agenda Item Summary

MEETING DATE: March 28, 2022

SUBJECT: Resolution No. 26-R-2022
Contract Award to Insituform Technologies, LLC for Welker Avenue, 5th Street north of Palmer Avenue, and the Alley East of 2nd Street Sewer Rehabilitation Project

PRESENTED BY: Robyn Brown, Deputy Town Engineer

SUMMARY

The Town of Mead advertised an invitation to bid (ITB) on February 3rd for the Welker Avenue, 5th Street north of Palmer Avenue, and the Alley East of 2nd Street Sanitary Sewer Rehabilitation Project (the “Project”). and opened bids on March 3, 2022. The Town prepared the ITB for the Project to solicit proposals from qualified contractors for the rehabilitation of damaged sanitary sewer pipe with obstructions in the main and lateral flow lines.

Two bids were received, one from Insituform Technologies, LLC (Insituform), and one from Granite Inliner, LLC. Both bids provided the requested qualifications, experience, construction cost factors, and financial information and indicated relevant work in sanitary and storm sewer rehabilitation in Colorado. It is evident that both companies have a comprehensive understanding of this type of work through their listed projects, references and experience related to cured in place pipe (CIPP), slip-lining, top hat installation, and bypass pumping. Insituform has the added benefit of working with the Town in 2020 on the 4th and 5th Street Alley CIPP project and conducting quality workmanship. The main difference between the two bids lies in the relining and lateral replacement costs. Granite Inliner proposes out-sourcing the lining materials, while Insituform can produce the material in-house, ultimately reducing overall project costs.

Based on the proposals received, reference checks, and the recommendation of JVA Consulting Engineers (acting as the Town’s representative for this Project), Town Staff is recommending that the contract be awarded to Insituform **in the not-to-exceed amount of \$192,317.**

Resolution No. 26-R-2022 memorializes the contract award to Insituform and authorizes the Mayor to execute the Construction Agreement on behalf of the Town on or after such date as Insituform has delivered the executed Construction Agreement to the Town, together with the proof of insurance, performance and payment bond, and other documents specifically required by the ITB, the Construction Agreement, the Notice of Award, and other related contract documents.

This item is included on the March 28 **consent agenda**.

FINANCIAL CONSIDERATIONS

The approved 2022 Budget includes \$225,000 for this project through the Sewer Operating Fund for Capital Outlay - CIPP (06-47-5556). This request is for an amount not to exceed one hundred ninety-two thousand three hundred and seventeen dollars (\$192,317.00).

STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the March 28, 2022 consent agenda will approve Resolution No. 26-R-2022. If the Board takes this item off the consent agenda, the following motion is recommended:

Suggested Motion:

“I move to adopt Resolution No. 26-R-2022 – a Resolution of the Town of Mead, Colorado, approving a contract award to Insituform Technologies, LLC for the Welker Avenue, 5th Street north of Palmer Avenue, and the Alley East of 2nd Street Sanitary Sewer Rehabilitation Project (Engineer Project No. 1015.6e) in the not-to-exceed amount of one hundred ninety-two thousand three hundred and seventeen dollars (\$192,317.00).”

ATTACHMENTS

Resolution No. 26-R-2022

Exhibit 1 to Resolution – Construction Agreement

JVA Consulting Engineers *Recommendation for Contractor Notice of Award* dated March 10, 2022

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 26-R-2022**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING A
CONTRACT AWARD TO INSITUFORM TECHNOLOGIES, LLC
FOR THE WELKER AVENUE, 5TH STREET NORTH OF PALMER, AND
THE ALLEY EAST OF 2ND STREET SANITARY SEWER
REHABILITATION PROJECT (ENGINEER PROJECT NO. 1015.6e)**

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

WHEREAS, the Town requires services for certain rehabilitation work on damaged sanitary sewer pipe with obstructions in the main and lateral flow lines and related site work as more particularly described in Invitation to Bid (ITB) No. 2022-002 (the “Project”) and solicited bids for the Project in accordance with Colorado law by posting the ITB on the Rocky Mountain E-Purchasing System; and

WHEREAS, the Town’s consulting engineer, JVA Consulting Engineers (“JVA”) has evaluated the bids received from bidders to recommend an award of the Project to the bidder whose bid is in the best interests of the Town; and

WHEREAS, it is the desire and intent of the Board of Trustees to award the construction agreement to the bidder who submitted a bid in compliance with the reasonable and stated specifications contained within the ITB; and

WHEREAS, the Board of Trustees, after full consideration of the bids submitted and the recommendation of JVA as set forth in the *Recommendation for Contractor Notice of Award* dated March 10, 2022, finds that **INSITUFORM TECHNOLOGIES, LLC**, a Delaware limited liability company (the successful bidder, hereinafter the “Contractor”), submitted the bid that has been determined to be in the best interests of the Town; and

WHEREAS, the Board further finds that it is in the best interests of the Town to award the bid for the Project to the Contractor in the not-to-exceed amount of **One Hundred Ninety-Two Thousand Three Hundred Seventeen and 00/100 Dollars (\$192,317.00)**, based on total cost and unit pricing set forth in the Contractor’s bid proposal, which includes all necessary labor, supervision, equipment, tools and materials for the Project-related work and services to be performed; and

WHEREAS, the Town desires to enter into a construction agreement with the Contractor to have the Contractor perform the work described with particularity in the ITB and contract documents for the benefit of the Town of Mead, which construction agreement shall be substantially in the form attached hereto as **Exhibit 1** (the “Construction Agreement”).

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

Section 1. The Board of Trustees hereby: (a) awards the Project to the Contractor in the not to exceed amount of **One Hundred Ninety-Two Thousand Three Hundred Seventeen and 00/100 Dollars (\$192,317.00)**; (b) authorizes the Town Attorney to make such changes as may be needed to correct any non-material errors or language or to negotiate such changes to the Construction Agreement as may be appropriate and that do not substantially increase the obligations of the Town; (c) authorizes JVA or the Town Engineer to execute the Notice of Award for the Project and deliver a copy of said Notice of Award to the Contractor; and (d) authorizes the Mayor to execute the Construction Agreement on behalf of the Town on or after such date as the Contractor has delivered the executed Construction Agreement to the Town, together with the proof of insurance, performance and payment bond, and other documents specifically required by the ITB, the Construction Agreement, the Notice of Award, and other Contract Documents.

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 28TH DAY OF MARCH, 2022.

ATTEST:

TOWN OF MEAD

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

By: _____
Colleen G. Whitlow, Mayor

Exhibit(s):

Exhibit 1 – Construction Agreement

SECTION 00501

CONSTRUCTION AGREEMENT

**Welker Avenue, 5th Street North of Palmer, and the Alley East of 2nd Street
Sanitary Sewer Rehabilitation
Engineer Project Number 1015.6e (“Project”)**

THIS AGREEMENT, entered into as of the __ day of _____, 2022, by and between the **Town of Mead**, hereinafter called “Town” or “Owner”, and **Insituform Technologies, LLC**, a Delaware limited liability company with a principal office street address of 17988 Edison Avenue, Chesterfield, MO 63005-3700, hereinafter called “Contractor.”

In consideration of the mutual covenants and obligations hereinafter set forth, it is agreed by and between the parties hereto as follows:

Article 1. Contract Documents. The contract documents consist of this Agreement, exhibits to this agreement, the conditions of the contract (general, supplementary, and other conditions), the drawings consisting of 3 sets of sheets (Welker Avenue – 8 sheets; 5th Street North of Palmer – 6 sheets; Alley East of 2nd Street – 6 sheets), specifications, Notice of Award, Notice to Proceed, Contractor’s Bid, and all addenda issued prior to, and all modifications issued after execution of this Agreement. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement.

Article 2. Contractor’s Representations. In order to induce the Town to enter into this Contract, Contractor makes the following representations:

- A. Contractor has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the work.
- B. Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect to said Underground Facilities are or will be required by Contractor in order to perform and furnish the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Section 4.03 of the General Conditions.
- C. Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

- D. Contractor has given the Engineer, JVA, Inc., written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by JVA, Inc., is acceptable to Contractor.

Article 3. Assignment. It is understood that the Town enters into this Agreement based on the special abilities and representations of the Contractor and that this Agreement shall be considered as an agreement for professional services. Accordingly, the Contractor shall neither assign any responsibilities, nor delegate any duties arising under this Agreement without the prior written consent of the Town.

Article 4. Scope of Work. Contractor shall furnish all necessary labor, supervision, equipment, tools, and materials for rehabilitation of damaged sanitary sewer pipe with obstructions in the main and lateral flow lines. The work shall include all associated site work relating to the project.

Article 5. Time of Completion. Contractor shall begin work within thirty (30) days after notice to proceed and agrees to substantially complete all work within one hundred twenty (120) calendar days. Final completion is required after sixty (60) additional calendar days from Substantial Completion. Any extensions of the time limit set forth above must be agreed upon in writing by the parties hereto.

Article 6. Liquidated Damages. It is specifically recognized by and between the parties hereto that the Town will suffer certain unspecified damages in the event the project is not completed within the time set forth above. In recognition of the difficulty of ascertaining the actual damages to be sustained by the Town, the parties agree that the assessment of liquidated damages shall be appropriate. In the event the project is not completed within the specified time, there shall be assessed against the Contractor, and the Contractor hereby authorizes the Town to retain from any monies due the Contractor, the sum of Nine Hundred Dollars (\$900.00) per calendar day for each and every calendar day the project remains unfinished for Substantial Completion until the work is Substantially Complete. In no event shall liquidated damages exceed ten percent (10%) of the total project cost.

Article 7. Contract Price. Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds that shall not exceed the sum set forth below:

For all Work, an amount not to exceed: One Hundred Ninety-Two Thousand Three Hundred Seventeen Dollars and No Cents (\$192,317.00).

All specific cash allowances are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

Article 8. Payment Procedures. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by the Town's Engineer, JVA Incorporated as provide in Article 14 of the General Conditions.

- A. Progress Payments. All progress payments will be on the basis of the progress of the Work measured by the schedule of values as established in the Section 2.07 of the General Conditions.
- B. Retainage. The Town shall retain from progress payments, until payment is due under the terms and conditions governing final payments, amounts as follows:
 - (1) The Town shall authorize partial payments of the amount due at its next regularly scheduled meeting or as soon thereafter as practicable if the Contractor is satisfactorily performing the Contract. The Town shall withhold five percent (5%) of the calculated value of the completed work. The Town shall retain the five percent (5%) until the Contract is completed satisfactorily and finally accepted by the Town.
 - (2) Upon completion and acceptance of the Work, all retained amounts will be released to Contractor under the terms and conditions governing final payment. Consent of the Surety shall be obtained before retainage is paid by Town. Consent of the Surety, signed by an agent, must be accompanied by a certified copy of such agent's authority to act for the Surety.
 - (3) Retainage shall apply to materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing upon which Contractor requests progress payment.
 - (4) Retainage withheld by the Town shall not be subject to substitution by the Contractor with securities or any arrangements involving an escrow or custodianship therefore.

Article 9. Hazardous Materials. The parties shall deal with hazardous materials and environmental conditions at the work site in accordance with Section 4.06 of the General Conditions.

Article 10. Final Payment. The Town shall make a final settlement in accordance with 24-91-103 C.R.S. within sixty (60) days after the Contract is completed satisfactorily and finally accepted by the Town.

Article 11. Change Orders. The Town may order changes within the scope of the Work without invalidating this Agreement. If such changes increase or decrease the amount due under the contract documents, or the time required for the performance of the Work, such alteration shall be approved by the parties in writing for the change order. The Contractor shall not proceed with any work covered by a proposed change order until he receives a properly executed change order form.

Article 12. Performance Guarantee.

- A. The Contractor shall fully and faithfully comply with all terms of this contract for the Work described herein and hereby guarantees the workmanship and materials for a period of two years, commencing on the date of the Town's final acceptance of the Work. Contractor agrees to repair or replace, any workmanship or materials that become defective, within said two year period, even though notice thereof be given by the Town after said two year period. Repairs or replacement shall be at the Contractor's sole cost and expense. The necessity of repairs or replacement is at the sole determination of the Town.
- B. The Contractor shall fully and faithfully discharge the Contractor's obligation with respect to the Work during the installation and construction period and with respect to those that may arise as a result of the Contractor's two year guaranty.
- C. The performance and completion of the warranty work are to be further guaranteed by Performance, Payment and Guarantee Bonds in an amount at least equal to the Contract Price, in the form and substance attached herewith.

Article 13. Indemnification and Release of Liability.

- A. General Liability. The Contractor will indemnify and hold harmless the State and the Town and all its officers, agents and employees against all liability and loss, and against all claims and actions based upon or arising out of damage or injury, including death, to persons or property, caused by any acts or omissions of the contractor or sustained in connection with the performance of any contract related to the project or by conditions created thereby, or based upon any violation of any statute, ordinance, regulation, and the defense of any such claims or actions.
- B. Governmental Immunities Act. The Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any rights, immunities and protection provided by the Colorado Governmental Immunities Act (C.R.S. § 24-10-101 et seq.) as from time to time amended, or otherwise available to the Town, its officers, agents, employees, attorneys, engineers, planners, indemnifiers and insurers.

Article 14. Construction Completion. The Town shall have the right, but shall have no obligation or duty, to perform or pay for the performance of any of the Contractor's obligations hereunder, including, without limitation, payment of any subcontractor or supplier of labor or materials, anything herein to the contrary notwithstanding.

Article 15. Independent Contractor. The Contractor in performing the Work hereunder is an independent contractor and reserves the right to control Contractor's employees and representatives, and the Town reserves only the right of inspection to ascertain that the completed

Work conforms with the requirements of this Agreement. Contractor acknowledges that no governmental immunity is waived and that no specific relationship with, or duty of care to, the Contractor or third party is assumed by such review or approval. The following disclosure is provided in accordance with Colorado law:

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

Article 16. Town Representative. The Town’s project representative is JVA Incorporated, who shall make, within the scope of their authority, all necessary and proper decisions with reference to the project. All requests for contract interpretations, change orders, and other clarification or instructions shall be directed to the District representative.

Article 17. Notice. Any notice to be sent pursuant to this Agreement shall be deemed delivered if mailed to the other party at the following addresses. Any such notice shall be sent certified or registered mail, return receipt requested, postage prepaid.

CONTRACTOR:	Insituform Technologies, LLC 1900 W. Littleton Boulevard Littleton, CO 80120
ENGINEER:	John McGee, P.E. JVA, Incorporated 213 Linden Street, Suite 200 Fort Collins, CO 80524
TOWN:	Town of Mead Attn: Robyn Brown 441 3 rd Street Mead, CO 80542

Article 18. Public Employee Financial Interest. The signatories hereto aver that to their knowledge, no employee of the State or municipality has any personal or beneficial interest whatsoever in this contract as prescribed by C.R.S. § 24-18-201 and C.R.S. §24-50-507.

Article 19. Colorado Labor Preference. In accordance with C.R.S. § 8-17-101, et. seq., Colorado labor shall be employed to perform the work as provided by law.

Article 20. Bid Preference - Public Projects. In accordance with C.R.S. § 8-19-101, et. seq., Colorado resident bidders shall be allowed a preference against a nonresident bidder from a state or foreign country equal to the preference given are required by the state or foreign country in which the nonresident bidder is a resident to perform the work as provided by law.

Article 21. Discrimination and Affirmative Action. The Contractor agrees to comply with the letter and spirit of all applicable state and federal laws respecting discrimination and unfair employment practices

Article 22. Bribery and Corrupt Influences; Abuse of Public Office. The signatories hereto aver that they are familiar with C.R.S. § 18-8-301, et. seq. (Bribery and Corrupt Influences) and C.R.S. § 18-8-401. et. seq.,(Abuse of Public Office), and that no violation of such provisions is present.

Article 23. Workmen's Compensation Coverage. The Contractor is responsible for providing Workmen's Compensation Coverage for all of its employees to the extent required by law, and for providing such coverage or requiring its subcontractors to provide such coverage for the subcontractor's employees. In no case is the Owner responsible for providing Workmen's Compensation Coverage for any employees or subcontractors of Contractor pursuant to this Agreement, and Contractor agrees to indemnify the Owner for any costs for which the Owner may be found liable in this regard.

Article 24. Workers Without Authorization. The Contractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement. The Contractor shall not contract with a subcontractor that fails to certify that the subcontractor does not knowingly employ or contract with any workers without authorization. By entering into this Agreement, the Contractor certifies as of the date of this Agreement it does not knowingly employ or contract with a worker without authorization who will perform work under this public contract for services and that the Contractor will participate in the e-verify program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement. The Contractor is prohibited from using the e-verify program to undertake pre-employment screening of job applicants while this Agreement is being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, the Contractor shall be required to notify the subcontractor and the Town within three (3) days that the Contractor has actual knowledge that a subcontractor is employing or contracting with a worker without authorization. The Contractor shall terminate the subcontract if the subcontractor does not stop employing or contracting with the worker without authorization within three (3) days of receiving the notice regarding the Contractor's actual knowledge. The Contractor shall not terminate the subcontract if, during such three days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization. The Contractor is required to comply with any reasonable request made by the Colorado Department of Labor and Employment made in the course of an investigation undertaken to determine compliance with this provision and applicable state law. If the Contractor violates this provision, the Town may terminate this Agreement, and the Contractor may be liable for actual and/or

consequential damages incurred by the Town, notwithstanding any limitation on such damages provided by this Agreement.

Article 25. Archeological Artifacts. In the event archaeological artifacts or historical sources are unearthed during construction excavation of the project, Contractor shall stop or cause to be stopped, construction activities and will notify the State Historical Conservation Office and the Town of such unearthing.

Article 26. No Lobbying. No portion of the payments received for the Work may be used for lobbying, or propaganda as prohibited by 18 U.S.C. §1913 or Section 607 (a) of Public Law 96-74.

Article 27. Binding on Successors. Except as herein otherwise provided, this Contract shall inure to the benefit of and be binding upon the parties, or any subcontractors hereto, and their respective successors and assigns in respect of all covenants, agreements and obligations contained in the Contract Documents.

Article 28. Attorney Fees. If the Contractor breaches this Agreement, then it shall pay the Town's reasonable costs and attorney's fees incurred in the enforcement of the terms, conditions, and obligations of this Agreement.

Article 29. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Contract and the exhibits and attachments hereto which may require continued performance or compliance beyond the termination date of the Contract shall survive such termination date and shall be enforceable by the Owner as provided herein in the event of such failure to perform or comply by the Contractor or its subcontractors.

Article 30. Complete Agreement. This Agreement constitutes the sole agreement between the parties concerning the subject matter hereunder and all prior negotiations, representations, understandings, or agreements concerning the subject matter hereunder are hereby canceled. No modification, change, or alteration of the Agreement shall be of any legal force or effect unless in writing, signed by all the parties hereto.

Article 31. Compliance with Applicable Laws. At all times during the performance of this Contract, the Contractor shall strictly adhere to all applicable Federal and State laws that have been or may hereafter be established.

Article 32. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado. Venue for any and all legal matters regarding or arising out of the transactions covered herein shall be solely in the District Court in and for Weld County, State of Colorado.

Article 33. Partial Invalidity. If any provision of this agreement are in violation of any statute or rule of law of the State of Colorado, then such provision shall be deemed null and void to the extent that they may be violative of law, but without invalidating the remaining provisions hereof.

Article 34. Original Counterparts. This Agreement may be executed in counterparts, each of which will be an original, but all of which together shall constitute one and the same instrument. This Contract is to be executed in quadruplicate.

Article 35. Appropriations. Pursuant to C.R.S. §24-91-103.6, the following applies:

- A. The amount of money appropriated by the Town is equal to or in excess of the contract amount.
- B. No change order shall be permitted requiring additional compensable work to be performed which work causes the aggregate amount payable under the contract to exceed the amount appropriated for the original contract, unless the contractor is given written assurance by the Town that lawful appropriations to cover the costs of the additional work have been made and the appropriations are available prior to performance of the additional work or unless such work is covered under another provision for a remedy-granting provision in this contract; and
- C. For any form of change order or directive by the Town requiring additional compensable work to be performed, the Town shall reimburse the contractor for the contractor's costs on a periodic basis, as those terms are defined in this contract, for all additional directed work performed until a change order is finalized. In no instance shall this periodic reimbursement be required before the contractor has submitted an estimate of cost to the Town for the additional compensable work to be performed. This provision shall only apply when additional compensable work is required on an emergency basis and it is necessary that work begin without a change order as required by Article 11 of this Construction Agreement.

Article 36. Miscellaneous.

- A. Terms used in this Contract which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

TOWN OF MEAD:

☒ Board of Trustees *(for contracts exceeding \$25,000 pursuant to Sec. 4-2-20 of the Mead Municipal Code)*

ATTEST:

By: _____
Mary Strutt, Town Clerk, MMC

By: _____
Colleen G. Whitlow, Mayor

Date of Execution: _____, 2022

OR

☐ ~~Town Manager (for contracts \$25,000 or less pursuant to Sec. 4-2-20 of the Mead Municipal Code)~~

By: _____
_____~~Helen Migchelbrink, Town Manager~~

~~Date of Execution: _____~~

CONTRACTOR: Insituform Technologies, LLC, a
Delaware limited liability company

By: _____

Printed Name: _____

Title: _____

Date of Execution: _____

STATE OF _____)
COUNTY OF _____)ss.

The foregoing Construction Agreement was acknowledged before me this ____ day of _____, 2022, by _____ (printed name) as _____ (title) of Insituform Technologies, LLC, a Delaware limited liability company.

Witness my hand and official seal.

My commission expires: _____.

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

[SEAL]



www.jvajva.com

☐ **Boulder**

1319 Spruce Street
Boulder, CO 80302
303.444.1951

☒ **Fort Collins**

213 Linden Street
Suite 200
Fort Collins, CO 80524
970.225.9099

☐ **Winter Park**

PO Box 1860
47 Cooper Creek Way
Suite 328
Winter Park, CO 80482
970.722.7677

☐ **Glenwood Springs**

214 8th Street
Suite 210
Glenwood Springs, CO
81601
970.404.3100

☐ **Denver**

1512
Suite 710
Denver, CO 80202
303.444.1951

Section 8, Item g.

M E M O

TO:	Robyn Brown	DATE:	March 10, 2022
	Deputy Town Engineer	JOB NO:	1015.6e
FIRM:	Town of Mead	PROJECT:	Welker Avenue, 5 th Street North of Palmer
ADDRESS:	441 3 rd Street		Avenue, and the Alley East of 2 nd Street Sanitary
	Mead, CO 80542		Sewer Rehabilitation
		SUBJECT:	Recommendation for
			Contractor Notice of Award

On February 3rd, 2022, the Town of Mead advertised an invitation to bid for the Welker Avenue, 5th Street North of Palmer Avenue, and the Alley East of 2nd Street Sanitary Sewer Rehabilitation Project. The Town prepared a Request for Proposal (RFP) to solicit proposals from qualified Contractors for the rehabilitation of damaged sanitary sewer pipe with obstructions in the main and lateral flow lines.

Bids were received and opened by the Town on March 3rd, 2022 at 2:00 pm. Two bids were received: Insituform Technologies, LLC (Insituform), and Granite Inliner, LLC. The base unit price totals received from the bid schedules in each RFP are summarized in Table 1 below. JVA prepared an overall bid tabulation and checked all the bids for math addition accuracy. Attached to this memo is bid package for your reference.

TABLE 1: BID PRICE COMPARISON

Bidder	Welker Avenue	5 th Street North of Palmer	Alley East of 2 nd Street	Total
Insituform Technologies, LLC	\$78,201	\$38,784	\$75,332	\$192,317
Granite Inliner	\$99,012	\$39,425	\$85,474	\$223,911

Both bids provided the requested qualifications, experience, construction cost factors, and financial information and indicated relevant work in sanitary and storm sewer rehabilitation in Colorado. It is evident that both companies have a comprehensive understanding of this type of work through their listed projects, references and experience related to CIPP, slip-lining, top hat installation, and bypass pumping. Insituform has the added benefit of working with the Town in 2020 on the 4th and 5th Street Alley CIPP project and conducting quality workmanship. Furthermore, JVA consulted past references provided by Insituform from the previous project that highlighted Insituform's qualifications, expertise, quality, scheduling and budgeting, office paperwork, and communication.

The main difference between the two bids lies in the relining and lateral replacement costs. Granite Inliner proposes to out-source the lining materials, while Insituform can produce the material in-house, ultimately cutting down project costs.

Based on the bids received and the discussion above, JVA recommends the Town move forward awarding the Welker Avenue, 5th Street North of Palmer Avenue, and the Alley East of 2nd Street Sanitary Sewer Rehabilitation Project to



Insituform Technologies, LLC. Insituform appears to be the most responsive bidder of the two bids and has a current relationship with the Town.

As always, feel free to contact me with any questions or comments at 303.444.1951 or jmcgee@jvajva.com.

Sincerely,

JVA, Incorporated

By:

A handwritten signature in black ink, appearing to read 'John P. McGee', is written over a horizontal line.

John P. McGee, P.E.

Senior Project Manager

Attachment: Bid from Insituform Technologies, LLC
Bid from Granite Inliner, LLC



Agenda Item Summary

MEETING DATE: March 28, 2022

SUBJECT: Resolution No. 27-R-2022: A Resolution of the Town of Mead, Colorado, Approving a License and Easement Agreement Concerning the Relocation of Portions of the McKay Lateral Ditch

PRESENTED BY: Helen Migchelbrink, Town Manager

THROUGH: Marcus McAskin, Town Attorney

SUMMARY

As part of ongoing development associated with property located within the boundaries of the POSTLE SUBDIVISION FILING NO. 1 FINAL PLAT (the “Subject Property”), Mead Industrial Development, LLC, a Colorado limited liability company (“Developer”), is performing certain off-site construction work which includes the proposed modification of a portion of the McKay Lateral Ditch (the “Ditch”) including a realignment and piping of certain portions of the Ditch in proximity to the Subject Property (the “Modified Ditch”).

The McKay Lateral Ditch Company (the “Ditch Company”) owns the Ditch and associated historic easement rights for the purpose of diverting water to its shareholders and other lawful users for beneficial use.

The Modified Ditch will traverse portions of the Subject Property and other parcels in the vicinity of the Subject Property, and will also cross portions of Weld County Road 36 (“WCR 36”) which is right-of-way controlled and managed by the Town of Mead.

Resolution No. 27-R-2022 (the “Proposed Resolution”): (1) approves the form of that certain License and Easement Agreement (“License Agreement”) regarding the Modified Ditch improvements; (2) approves the form of Grant of Easement incorporated in the License Agreement as Exhibit C (the “Grant of Easement”); and (3) delegates authority to the Mayor or Town Manager to execute the License Agreement and Grant of Easement on behalf of the Town of Mead once in final form.

FINANCIAL CONSIDERATIONS

None/minimal. The License Agreement requires the Town to be responsible for certain long-term maintenance obligations associated with that portion of the Modified Ditch to be located

under WCR 36. However, the License Agreement contemplates that the Town may assign such maintenance obligations to the Developer or a future metropolitan district (or districts) formed to provide services to the Subject Property.

STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the consent agenda will approve Resolution No. 27-R-2022. If the Board takes this item off the consent agenda, the following motion is recommended:

“I move to adopt Resolution No. 27-R-2022, A Resolution of the Town of Mead, Colorado, Approving a License and Easement Agreement Concerning the Relocation of Portions of the McKay Lateral Ditch.”

ATTACHMENTS

Resolution No. 27-R-2022
License and Easement Agreement (current working draft)

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 27-R-2022**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING A
LICENSE AND EASEMENT AGREEMENT CONCERNING THE
RELOCATION OF PORTIONS OF THE MCKAY LATERAL DITCH**

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

WHEREAS, as part of ongoing development associated with property located within the boundaries of the POSTLE SUBDIVISION FILING NO. 1 FINAL PLAT (the “Subject Property”), Mead Industrial Development, LLC, a Colorado limited liability company (“Developer”), is performing certain off-site construction work which includes the proposed modification of a portion of the McKay Lateral Ditch (the “Ditch”) including a realignment and piping of certain portions of the Ditch in proximity to the Subject Property (the “Modified Ditch”); and

WHEREAS, the McKay Lateral Ditch Company, a Colorado mutual ditch company (the “Ditch Company”) owns the Ditch and associated historic easement rights for the purpose of diverting water to its shareholders and other lawful users for beneficial use; and

WHEREAS, the Modified Ditch will traverse portions of the Subject Property and other parcels in the vicinity of the Subject Property, and will also cross portions of Weld County Road 36 (“WCR 36”) which is right-of-way controlled and managed by the Town; and

WHEREAS, the Ditch Company, Developer, related entities and the Town have negotiated that certain License and Easement Agreement (the “License Agreement”), a copy of which is on file with the Town Clerk, in order to identify and mitigate impacts to the existing Ditch and the Ditch Company’s historic easement rights while permitting the Modified Ditch improvements to permit current and future development of the Subject Property; and

WHEREAS, the License Agreement requires the Town to grant a non-exclusive to the Ditch Company over portions of WCR 36 in substantially the form attached to the License Agreement as **Exhibit C** (the “Grant of Easement”); and

WHEREAS, the Board of Trustees desires to approve: (1) the License Agreement in substantially the form currently on file with the Town Clerk, and (2) the Grant of Easement in substantially the form included in the License Agreement; and

WHEREAS, the Board of Trustees further desires to delegate authority to the Mayor or Town Manager to execute the License Agreement and Grant of Easement on behalf of the Town of Mead once in final form.

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

Section 1. The Board of Trustees hereby: (a) approves the License Agreement in substantially the same form as on file with the Town Clerk as of the effective date of this Resolution; (b) approves the Grant of Easement in substantially the same form as incorporated in the License

Agreement; (c) authorizes the Town Attorney, in cooperation with the Town Manager and Town Engineer, to make non-material changes to the License Agreement and Grant of Easement as may be necessary that do not materially increase the Town’s obligations; and (d) authorizes the Mayor or Town Manager to execute the License Agreement and Grant of Easement when in final form.

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 28TH DAY OF MARCH, 2022.

ATTEST:

TOWN OF MEAD

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

By: _____
Colleen G. Whitlow, Mayor

LICENSE AND EASEMENT AGREEMENT

1. PARTIES. The parties to this **LICENSE AND EASEMENT AGREEMENT** (“Agreement”) are the **MCKAY LATERAL DITCH COMPANY**, a Colorado mutual ditch company (the “Ditch Company”), **LONGSHADOWS, LLC**, **MEAD INDUSTRIAL DEVELOPMENT, LLC**, **MEAD INVESTORS 1, LLC**, **MEAD INVESTORS 2, LLC**, and the **TOWN OF MEAD, COLORADO**, a Colorado municipal corporation (the “Town”), (collectively, the “Parties”). Longshadows, LLC, Mead Industrial Development, LLC, Mead Investors 1, LLC, Mead Investors 2, LLC, and the Town may be referred to collectively herein as “Grantors.”

2. RECITALS.

2.1. The Ditch Company owns the existing McKay Lateral Ditch (the “Ditch”) and associated ditch rights and easement (“Easement”) for the purpose of exercising its decreed Colorado water rights and maintaining the Ditch to divert, carry and deliver water to its shareholders and other lawful users for subsequent beneficial use. The Ditch traverses certain parcels of real property that are owned by one of the Grantors or the Town east of Interstate 25 (“I-25”) and along Weld County Road 36 (“WCR 36”) as depicted on **EXHIBIT A**. Said parcels are collectively referred to herein as the “Servient Parcels.” The Ditch Company has an Easement across the Servient Parcels for operation, maintenance, repair, replacement, and all activities reasonably necessary to allow the Ditch’s continued delivery of water to its shareholders and other lawful users of the Ditch.

2.2. Longshadows, LLC, owns the portion of the Servient Parcels depicted on **EXHIBIT A** as Reach 1. The Town owns the portion of the Servient Parcels depicted on **EXHIBIT A** as the WCR 36 right-of-way. Mead Investors 2, LLC, owns the portion of the Servient Parcels depicted on **EXHIBIT A** as Reach 2. Mead Industrial Development, LLC, owns the portions of the Servient Parcels depicted on **EXHIBIT A** as Reach 3 and Reach 5. Mead Investors 1, LLC, owns the portion of the Servient Parcels depicted on **EXHIBIT A** as Reach 4. The legal description of each of the foregoing described portions of the Servient Parcels is contained on **EXHIBIT B**.

2.3. In connection with a development project adjacent or in close proximity to the Servient Parcels, Mead Industrial Development, LLC (“Licensee”), desires to perform off-site construction work. As part of the off-site construction work, the Licensee desires to modify portions of the Ditch (“Modified Ditch”) by realigning and piping those portions as shown on **EXHIBIT A**. The modifications require easements across the Servient Parcels to be granted by Grantors as described in section 3.1, below. The modifications include, among other things, installation of an inlet from McKay Reservoir and construction of sufficient capacity in the Modified Ditch to carry flows from McKay Reservoir from time to time in addition to the Ditch Company’s water. The Ditch-related work that the Licensee desires to perform, including the piping and realignment of portions of the Ditch and restoration of the Ditch and Easement following completion of such work, is referred to collectively herein as the “Installation.” The Licensee has agreed to modify, realign, and pipe the Modified Ditch in accordance with this agreement.

2.4. The Ditch Company desires to mitigate all impacts to its Ditch and Easement. The Ditch Company agrees to permit the proposed modifications, subject to the terms, conditions, covenants and agreements set forth in this Agreement. Accordingly, in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

3. GRANT OF EASEMENT AND CONSTRUCTION.

3.1. Grantors shall convey to the Ditch Company non-exclusive easements and associated rights-of-entry together with all such other interests deemed necessary by the Ditch Company (1) to accomplish the realignment and piping of the Modified Ditch across the Servient Parcels and (2) to allow the continued operation, maintenance, repair and replacement of the Modified Ditch on the Servient Parcels, as well as ingress and egress to and from the Modified Ditch (collectively, the “Modified Ditch Easement”). The Modified Ditch Easement shall be conveyed by execution and recording of an instrument in the form of **EXHIBIT C**, attached hereto and incorporated herein by reference. Licensee shall also procure title insurance for the Modified Ditch Easement in the name of the Ditch Company. The easement instrument must be executed and recorded, and such title insurance must be procured, prior to the commencement of any work on the Installation. Licensee shall bear the reasonable costs associated with the creation and conveyance of the Modified Ditch Easement, including, but not limited to, the preparation of the instrument granting the Modified Ditch Easement and any other documents relating to such conveyance, the recording of the granting instrument, the title insurance policy, and the survey of the Modified Ditch Easement. Licensee shall reimburse the Ditch Company for the reasonable fees, costs and expenses incurred by the Ditch Company in connection with the review, modification (if any), approval and execution of any documents pertaining to the Modified Ditch Easement, including, but not limited to, engineering, attorney, and administrative fees and costs. The Modified Ditch Easement will become part of the Ditch Company’s Easement. Therefore, subsequent references herein to “Easement” include the Modified Ditch Easement, and subsequent references herein to “Ditch” include the “Modified Ditch” unless otherwise noted.

3.2. Pursuant to the terms of this Agreement, the Licensee is granted a license to modify, realign, and pipe the Ditch across the Servient Parcels pursuant to the plans and specifications approved by the Ditch Company and attached hereto as **EXHIBIT D** (consisting of ____ pages) and incorporated herein by this reference. Licensee is responsible to meet all criteria and satisfy all concerns and provisions of **EXHIBIT D**. Additionally, prior to the start of any work in the vicinity of the Ditch, Licensee shall submit a schedule of construction to the Ditch Company for review and advance written approval. No changes shall be made to the plans, specifications, and work required by **EXHIBIT D** and by this Agreement unless recommended by Licensee’s engineer and approved by the Ditch Company and the Ditch Company’s engineer in writing. A depiction of the Servient Parcels showing the location of the Ditch, as it currently exists and as it will exist after the Installation is complete, is contained within **EXHIBIT A**.

3.3. All portions of the Ditch and all affected areas within the Easement that are disturbed by the Installation shall be restored by Licensee to a condition at least equal to the

same condition that existed prior to the Installation so that the flow of water in the Ditch runs at or above the volume and velocity and with the same quality that existed prior to the Installation. All backfill shall be compacted to at least 95% of the maximum dry density as determined by the Standard Proctor method. Any and all fencing and other improvements, appurtenances and facilities appurtenant to the Easement that are removed or affected by the Installation shall be replaced in a condition at least equal to the condition of such facilities, improvements and appurtenances as they existed prior to the construction of the Installation.

3.4. It shall be the responsibility of Licensee to perform all engineering and planning and to obtain all property, permits and authorizations necessary to perform the work contemplated by this Agreement. Licensee warrants and represents that Licensee has the legal right to enter upon the Servient Parcels to perform all the work required by this Agreement.

3.5. The Installation, as well as the construction, maintenance, repair, and replacement of the Installation, shall not impair the Ditch Company's Easement for access, operation, maintenance, repair, and replacement of the Ditch and shall not affect the capacity of the Ditch or the flow of water in the Ditch, including amount and velocity. The Installation shall not adversely affect the quality of the water that has historically existed in the Ditch. In the event there is any such effect on the Ditch and/or Easement, the Licensee will repair the defect(s) and make any required replacement to the reasonable satisfaction of the Ditch Company. If Licensee fails to make such repairs and replacement after reasonable notice of the need for same, the Ditch Company, at its option, may perform the repairs or replacement, and Licensee shall reimburse the Ditch Company for the cost of such work.

3.6. Licensee shall take precautionary measures to prevent dirt, debris or other foreign material from spilling into the Ditch, provided however, in the event that dirt, debris or other foreign material is spilled into the Ditch during work on the Installation, whether by Licensee or others, Licensee agrees to clean the affected portions of the Ditch and remove such dirt, debris or other foreign material from the Ditch. Licensee shall provide appropriate erosion controls to protect the Ditch and any surrounding property that could be affected by the Installation, either directly or indirectly.

3.7. Licensee shall notify the Ditch Company at least five (5) days prior to commencing construction of the Installation. The Ditch Company or its designated representative may inspect the Installation during construction as it deems necessary, using reasonable efforts not to interfere with or delay the Installation.

3.8. The Licensee agrees that the construction and other work on the Installation permitted hereunder shall proceed with reasonable diligence from the initiation of such work to its completion, except that no construction that interrupts water flow in the Ditch will be allowed during the period from May 1 through October 1 (the "Irrigation Season"). The Installation shall be constructed during the Non-Irrigation Season, i.e., from October 2 through April 30, and shall be completed by April 30 of the Non-Irrigation Season in which construction is commenced. If water needs to be run in the Ditch between October 2 and April 30, the running of such water will be coordinated with the work being done by the Licensee pursuant to this Agreement. The Installation shall be constructed, maintained, repaired, and replaced, as provided herein, in such a manner so as not to interfere with the flow of water through the Ditch to water recipients.

Licensee shall be responsible for the carriage of water across the Property, including drainage water, while the Installation is being constructed, maintained, repaired, or replaced (except for water diverted into and carried through the Ditch by or with the permission of the Ditch Company). The Parties hereto recognize and agree that substantial damages may be suffered by the Ditch Company and its shareholders if the delivery of water is interrupted in any matter as a result of the Installation agreed to herein or other actions of the Licensee. The Parties further agree and acknowledge that damages resulting from such interruptions in the delivery of water are difficult to measure. In recognition of these facts, the Licensee agrees to pay as liquidated damages \$10,000.00 per day for any day that the Ditch Company has a request for water from a shareholder and cannot deliver water to that shareholder or shareholders as a result of the Installation agreed to herein. The Ditch Company's shareholders are third party beneficiaries of this Agreement.

3.8.1. The Ditch Company agrees that, provided Licensee obtains the Ditch Company's advance approval for the use of below-described Temporary Option 1 or Temporary Option 2, which approval shall not be unreasonably withheld, Licensee shall not be obligated to pay liquidated damages if Licensee cures the interruption in water delivery by delivering water to the Ditch Company's water-requesting shareholder(s) in the amount and quality and at the time needed by the shareholder(s) by either of the two following temporary options:

3.8.1.1. Temporary Option 1 – Delivery to partially completed relocated Ditch through the newly installed measuring device and 15" discharge pipe from McKay Reservoir, as shown in **EXHIBIT D**.

3.8.1.2. Temporary Option 2 – Delivery via metered pumping from the McKay Reservoir to the existing Ditch east of Reach 5 (which reach is depicted on **EXHIBIT A**) at the point where the realigned Ditch will tie in to said existing ditch east of Reach 5.

3.9. Unless the Ditch Company grants an extension, the Installation shall be completed by April 30 of the Non-Irrigation Season during which construction is commenced ("Completion Date"). Upon payment of an extension fee of \$5,000.00, and provided that the Ditch Company has reasonably determined that no adverse impacts to its Ditch and Easement rights will be caused by the granting of the extension, the Licensee may request an extension of the completion date until May 31. The Ditch Company will grant the requested extension ("Extended Completion Date") if it has determined that no such adverse impacts will be caused and upon receipt of the extension fee(s). If the Installation is not completed by the Completion Date or, if applicable, by the Extended Completion Date, Licensee shall pay a penalty to the Ditch Company in the amount of One Thousand Dollars (\$1,000) per day until the Installation is completed. The penalty payment shall not be required if the Ditch Company is in receipt of Liquidated Damages payments for the time period during which the penalty payment would otherwise have been required.

3.10. Upon completion of the Installation, or correction of defects, Licensee shall notify the Ditch Company. The Ditch Company may inspect and shall accept or reject the Installation

within 15 days of notification, except that the Ditch Company shall not be required to accept or reject until and unless all fees billed have been paid pursuant to Section 4.2. The Ditch Company shall be entitled, but not obligated, to test the affected portions of the Ditch by running water through it. If the Installation is completed during the non-irrigation season, the 15-day notification period shall not begin until it is feasible for the Ditch Company to run water in the Ditch. Acceptance or rejection shall be in writing. If the Installation is rejected, the Ditch Company or its representative shall specify the reasons for rejection, which may include failure of the Modified Ditch to operate as reasonably required in order to meet the Ditch Company's irrigation needs and/or failure to construct the Installation in accordance with this Agreement and/or in accordance with the approved plans in **EXHIBIT D** including any approved changes initiated during construction. In the event of rejection by the Ditch Company, the Licensee shall make the necessary corrections, and the above process shall be repeated.

3.11. Licensee shall establish and maintain proper markings identifying the location of the Installation on either side of the Ditch as reasonably necessary and appropriate. Licensee shall provide as-built drawings to the Ditch Company upon completion of the Installation.

3.12. Notwithstanding the Ditch Company's Initial Acceptance of the Installation, water from McKay Reservoir shall not be allowed into the Ditch unless and until the Ditch Company, in its sole discretion, has entered into an agreement with the owner of the McKay Reservoir that sets forth the terms and conditions under which McKay Reservoir flows can be carried in the Ditch without any increased cost to the Ditch Company or adverse impacts on its Ditch and Easement.

3.13. After acceptance of the Installation as described in section 3.10, Licensee may request, and Ditch Company shall release, the Performance Guarantee described in section 21.

4. REIMBURSEMENT OF EXPENSES.

4.1. Licensee shall reimburse the Ditch Company for all actual, reasonable engineering costs, legal costs and administrative costs of the Ditch Company, and other reasonable costs incurred by the Ditch Company in reviewing, revising and approving the Installation and plans and specifications related to the Installation, in preparing and entering into this Agreement, in enforcing this Agreement, and in inspecting, testing, reviewing, approving or rejecting the Installation. The Ditch Company may require the Ditch Company's engineer to make construction observations periodically throughout the duration of all work contemplated hereunder. In its further reasonable discretion, the Ditch Company may require Licensee to perform or have performed quality control tests from a materials service, the results of which shall be provided to the Ditch Company's engineer for review. All reasonable costs incurred by the Ditch Company in having such construction observations, tests, inspections and reviews performed shall be "administrative costs" as that term is used in this paragraph and shall be reimbursed by Licensee.

4.2. Statements for the costs chargeable to Licensee hereunder will be forwarded to Licensee and the same shall be paid to the Ditch Company within thirty (30) days after the invoice receipt. If payment has not been received by the Ditch Company within said thirty (30) days, Licensee shall then begin paying interest at a rate of 18 percent compounded monthly on

the amount owed. If full payment, including interest, is not received within ninety (90) days after the first invoice receipt, Licensee shall have breached this Agreement and the Ditch Company may institute legal proceedings to collect the amount due. In such a proceeding, the non-prevailing party shall pay all of the prevailing party's reasonable costs and attorneys' fees incurred in such legal proceedings. This shall not limit the Ditch Company's other remedies.

5. DEPOSIT AND LICENSE FEE.

5.1. Prior to entering into this Agreement, Licensee has provided a deposit in the amount of \$20,000.00, with the understanding that such funds will be applied toward the administrative, engineering, legal and other fees and costs incurred by the Ditch Company in connection with Licensee's request to modify and relocate the Ditch and the carrying out of this Agreement, regardless of whether an agreement is reached between Licensee and the Ditch Company. All such costs incurred by the Ditch Company shall be deducted from and paid from the deposit, with any remaining balance to be returned to Licensee. In the event the Ditch Company's costs and fees exceed the amount of the deposit paid to the Ditch Company, statements for such costs and fees will be sent and paid pursuant to Section 4.2 herein.

5.2. As consideration for the Ditch Company to enter into this Agreement, Licensee shall pay to the Ditch Company \$35,000 and other good and valuable consideration as a "License Fee" upon execution of this Agreement. This License Fee shall be in addition to any other costs for which the Licensee is responsible pursuant to this Agreement.

6. MAINTENANCE, REPAIR AND REPLACEMENT.

6.1. Licensee, its successors and assigns, shall be perpetually responsible for maintenance, repair, and replacement of the portions of the Installation and the Modified Ditch that lie outside of the WCR 36 right-of-way as shown in **EXHIBIT A** and **EXHIBIT B**. Licensee hereby agrees and pledges to perform such maintenance, repair, and replacement of the Installation. The Town shall be perpetually responsible for maintenance, repair, and replacement of the portions of the Installation and Modified Ditch that lie within said WCR 36 right-of-way (the "Town Maintenance Obligations"). Nothing in this Agreement shall prohibit the Town from assigning the Town Maintenance Obligation to Licensee or a Title 32 metropolitan district (or district(s)) to be created by the Licensee to serve property owned by Licensee and related entities in proximity to the Servient Parcels, or a related entity (each an "Assignee"). If the Town Maintenance Obligations are assigned as contemplated in this Section 6.1, the Town shall provide written notice to the Ditch Company in accordance with Section 11 informing the Ditch Company of the effective date of the assignment and the name, address and contact information for the Assignee. The Town hereby agrees and pledges to perform the Town Maintenance Obligations until such time as the Town Maintenance Obligations have been assigned to Assignee.

6.2. The Ditch Company shall notify Licensee or the Town, as applicable, at such time as the Ditch Company reasonably determines that maintenance, repair, and/or replacement is required. Except in an emergency, Licensee or the Town, as applicable, shall give the Ditch Company at least five (5) days' notice prior to performing maintenance or repair on the Installation and will schedule such work so that the delivery of water to shareholders or other

lawful users of the Ditch is not impeded. If Licensee or the Town, as applicable, fails to maintain or repair any portion of the Installation after ten (10) days' notice of the need for the same, the Ditch Company, at its option, shall conduct such maintenance or repair, and Licensee or the Town, as applicable, shall reimburse the Ditch Company for the cost of such work. Nothing in this subsection or any other part of this Agreement is intended or shall be construed to convey or limit in any manner any of the Ditch Company's right, title or interest in the Ditch and Easement. This subsection is merely intended to describe the responsibility for maintenance and repair of the Installation as between Licensee, the Town, and the Ditch Company.

6.3. In the event that replacement is determined to be necessary, Licensee or the Town, as applicable, shall prepare plans and specifications for the replacement work, and shall provide them to the Ditch Company for its review. No replacement work shall be performed unless and until the Ditch Company has provided written approval of the plans and specifications for such replacement work, which approval shall not be unreasonably withheld, conditioned or delayed. All replacement work shall be at Licensee's or the Town's cost (as applicable, depending on which portion of the Installation is being replaced) and shall be subject to the terms and conditions of this Agreement, including but not limited to the provisions in this paragraph 6 relating to maintenance and repair, and the provisions in paragraphs 3 and 4, above, related to construction standards, notification, inspection, timing, acceptance or rejection, correction of defects, and reimbursement.

6.4. On an as-needed basis during times when water is being conveyed through the Modified Ditch, the Ditch Company may perform routine maintenance consisting of daily monitoring and debris removal, including removal of debris caught in the trash screen at the pipe inlet. The Ditch Company shall be responsible for its own costs associated with routine maintenance. No notice to the Licensee or the Town is required for this effort. The Licensee shall insure that the Ditch Company, its superintendent, and other representatives have access to the portions of the Installation outside of the WCR 36 right-of-way at all times while this Agreement is in effect. The Town shall insure that the Ditch Company, its superintendent, and other representatives have access to the portions of the Installation within the WCR 36 right-of-way at all times while this Agreement is in effect. Any work that the Ditch Company reasonably requests Licensee or the Town to perform shall not be considered routine maintenance, and Licensee or the Town, as applicable, shall be fully responsible for any such requested work.

6.5. In the event of an emergency, the Ditch Company, Licensee, or the Town may conduct maintenance, repair or replacement immediately, giving notice to the appropriate party or parties as soon as possible at the contacts identified in section 11. In either case, if the Ditch Company conducts emergency work, it shall be reimbursed for the cost of the work.

6.6. The Ditch Company shall be entitled, but not obligated to inspect all maintenance, repair, and replacement work performed by or at the direction of the Licensee or the Town. Such work shall be performed in a good and workmanlike manner in accordance with standards that are customarily applicable to irrigation ditches in Colorado. Licensee and the Town must perform such maintenance, repair, or replacement to the same standards and in the same manner as provided as described in sections 3.5 and 3.10. In the event the Ditch Company finds any work performed by or at the direction of the Licensee or the Town has not been performed in such manner or in accordance with such standards, the Ditch Company may, in its reasonable

discretion have additional work performed, in which event the Licensee or the Town, as applicable, shall pay all costs for such additional work as well as all costs incurred by the Ditch Company in connection with such work including but not limited to engineering, administrative and legal fees. The Ditch Company's right to inspect work performed with respect to the Installations in no way relieves the Licensee or the Town of its liability for improper work. The Ditch Company's inspection is solely for the benefit of the Ditch Company and creates no obligation on the Ditch Company.

6.7. The Ditch Company shall not be responsible or held liable for damages to the Installation resulting from the maintenance, repair or replacement of the Ditch, or from the failure to perform maintenance, repair or replacement of the Ditch, unless such responsibility or liability arises as a result of negligence, intentional misconduct, or any breach or failure to perform this Agreement on the part of the Ditch Company.

7. TERM. This Agreement shall be perpetual, unless the Licensee abandons the Installation, in which event the Licensee shall be solely responsible for all costs associated with any such abandonment, including removal and restoration costs if such removal and restoration is requested by the Ditch Company. No abandonment shall be deemed to have occurred unless Licensee provides reasonable advance notice of its intent to abandon and of the date upon which such abandonment shall take effect. If such reasonable advance notice is provided, the abandonment shall become effective upon the date stated in the notice. In the event of abandonment, if the Licensee fails to properly remove the Installation or restore the Ditch to the Ditch Company's reasonable satisfaction within such time frame as is reasonably requested by the Ditch Company, the Ditch Company may, at its own option, conduct its own removal and/or restoration and the Licensee shall reimburse the Ditch Company for the cost of such work within thirty (30) days. The Licensee shall be held liable for any loss, damage or injury to the Ditch and/or Ditch Company resulting from the Licensee's failure to remove the Installation and restore the Ditch. If the Ditch Company conducts its own removal of the Installation and/or restoration of the Ditch, it does not waive the right to hold the Licensee liable for damages caused by the Licensee's failure to remove and restore.

8. LIABILITY AND INDEMNIFICATION.

8.1. By virtue of entering into this Agreement, the Ditch Company: (1) assumes no liability for use, operation or existence of Licensee's engineering, planning, preparation, obtaining of property, permits, and other required authorizations, construction, maintenance, restoration, repair, or replacement related to the Installation; and (2) assumes no additional responsibilities or obligations related to Licensee's future or additional activities within the area described in **EXHIBIT A**.

8.2. Licensee agrees to indemnify, defend, and hold harmless the Ditch Company, its directors, officers, shareholders, agents, employees and contractors, from all claims and liability for damage or injury to property or persons arising from or caused directly or indirectly by the actions or omissions of Licensee with respect to (1) Licensee's engineering, planning, preparation, obtaining of property, permits, and other required authorizations, construction, restoration, maintenance, repair, or replacement of the Installation and (2) Licensee's occupancy and use of the area described in **EXHIBIT A**.

8.3. The Ditch Company shall not be responsible for any damage caused by seepage water or inadvertent, non-negligent striking of the Installation during maintenance of the Ditch or routine maintenance of the Installation.

8.4. Licensee is responsible for contacting the Ditch Company immediately upon notification of any damage to infrastructure or land owned by the Ditch Company or to which the Ditch Company enjoys easement rights.

9. DEFAULT. Time is of the essence, and if any payment or any other condition, obligation or duty is not timely made, tendered or performed by any party, the non-defaulting party shall have the right to an action for specific performance or damages or both.

10. RECORDATION. This Agreement shall be recorded at the expense of Licensee. To the extent that any portion or page of this Agreement is not able to be recorded due to its size or other factor(s), the Parties agree that such non-recordation shall neither affect the validity of this Agreement nor the obligations or benefits contained in the Agreement. The original of this Agreement shall be returned to the Secretary of the Ditch Company after it has been recorded.

11. NOTICES. Except for instances of emergency, in which case notice shall be given in as practical a manner and as promptly as possible, any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by courier, certified first class mail (postage prepaid, return receipt requested), or recognized overnight delivery service addressed to the party to whom such notice is intended to be given at the address set forth below, or at such other address of which notice has been previously given to the other party or Parties. Such notices shall be deemed to have been given when sent.

DITCH COMPANY:
McKay Lateral Ditch Company
c/o Brian Postle
President
P.O. Box 119
Longmont, CO 80502-0119
phone: 303-776-7207
email: postleb@gmail.com

Copy to:

| MEAD INDUSTRIAL DEVELOPMENT, LLC: Copy to:

TOWN OF MEAD:

Copy to:

12. WAIVER OF BREACH. The waiver by any party to this Agreement of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

13. EXHIBITS. All exhibits referred to in this Agreement are, by reference, incorporated in this Agreement for all purposes.

14. ATTORNEYS' FEES. If any party breaches this Agreement, the nonprevailing party shall pay all of the prevailing party's reasonable attorneys' fees and costs in enforcing this Agreement through litigation, arbitration, mediation or otherwise.

15. ASSIGNMENT. This Agreement may not be assigned by either party, unless the other party consents, which consent shall not be unreasonably withheld.

16. BINDING EFFECT. This Agreement shall inure to the benefit of, and be binding upon, the Parties, and their respective legal representatives, successors, and assigns, and shall run with the property described in **EXHIBIT A** and the property described in **EXHIBIT B**. In particular, and not by way of limitation, this Agreement shall be binding on the successors and assigns of Licensee, and Licensee shall fully inform and advise its successors and assigns of its obligations hereunder. This Agreement shall not confer any benefits to any person not a party to this Agreement, except for the Ditch Company's shareholders, who are third party beneficiaries of this Agreement.

17. COMPLETE AGREEMENT. This document represents the complete agreement of the parties hereto and no oral modification shall be recognized. Any amendments or additions shall be made in writing signed by the parties.

18. APPLICABLE LAW AND VENUE. This Agreement shall be interpreted and enforced pursuant to the laws of the State of Colorado. In the event of litigation concerning this Agreement, the Parties agree that proper venue shall be the District Court, Weld County, Colorado.

19. PARTIAL INVALIDITY. If any one or more of the provisions of this Agreement should be ruled wholly or partly invalid or unenforceable by a court or other government body of competent jurisdiction: the validity and enforceability of all provisions of this Agreement not ruled to be invalid or unenforceable shall be unaffected; the provision(s) held wholly or partly invalid or unenforceable shall be deemed amended, and the court or other government body is authorized to reform the provision(s), to the minimum extent necessary to render them valid and enforceable in conformity with the parties' intent as manifested herein; and if the ruling, and/or the controlling principle of law or equity leading to the ruling, is subsequently overruled, modified, or amended by legislative, judicial, or administrative action, then the provision(s) in question as originally set forth in this Agreement shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principle of law or equity.

20. LICENSING AND INSURANCE OF CONTRACTORS AND SUB-CONTRACTORS.

Licensee shall ensure that all contractors and/or subcontractors employed in connection with work related to the Installation shall be licensed, to the extent such licensing is required, and carry all required insurance coverage, before any work on the Installation is commenced.

21. PERFORMANCE GUARANTEE AND COMPLETION BY DITCH COMPANY.

21.1. Prior to the commencement of any work on the Installation, Licensee shall furnish the Ditch Company in a form and substance acceptable to the Ditch Company an irrevocable letter of credit, or performance bond (the "Performance Guarantee"), in an amount not less than one hundred percent (100%) of the total estimated cost of the Installation, as certified to the Ditch Company by Licensee and as accepted by the Ditch Company's engineer. The amount of the Performance Guarantee may be reduced as the Installation is completed, inspected and accepted by the Ditch Company. The amount of such reductions shall be the cost of the completed and accepted improvements minus a retainage in the amount of fifteen percent (15%) of such cost.

21.2. The Performance Guarantee shall be subject to the following terms and conditions:

21.2.1. Licensee providing the Performance Guarantee shall have no direct or indirect ownership or managerial control over - or other interest in - the entity issuing the Performance Guarantee.

21.2.2. In the event that prior to the Ditch Company's approval of the Installation the Performance Guarantee should expire or the entity issuing the Performance Guarantee becomes non-qualifying, or the cost of constructing the Installation is reasonably determined by the Ditch Company to be greater than the amount of the Performance Guarantee provided, then the Ditch Company shall give Licensee written notice of such condition, and within fifteen (15) days of receipt of such notice Licensee shall provide the Ditch Company with a substituted qualifying Performance Guarantee, or augment the deficient Performance Guarantee to achieve one hundred percent (100%) of the revised cost of completing the Installation. If the Performance Guarantee is not timely furnished, then work on the Installation may be suspended by the Ditch Company pending compliance herewith, and Licensee shall forthwith comply with any such suspension.

21.2.3. In the event Licensee fails to complete the Installation or any other work in compliance with this Agreement, the Ditch Company may, but shall not be obligated to, proceed with removing, restoring or completing some or all of the remaining portions of the Installation to a condition satisfactory to the Ditch Company for the operation and maintenance of the Ditch and delivery of water through it. The Ditch Company shall be entitled to draw on the Performance Guarantee in order to accomplish such removal, restoration and/or completion, provided that the Ditch Company must give Licensee at least ten (10) days prior written notice of its intent to draw on the Performance Guarantee in order to restore or complete all or any portion of the Installation.

22. **GOVERNMENTAL IMMUNITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or liability granted to the Town under the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*, as amended.
23. **ANNUAL APPROPRIATION.** Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the Town’s current fiscal year remains subject to annual appropriation, and thus any obligations of the Town hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.
24. **COUNTERPARTS.** This Agreement may be executed in several counterparts, the signatures on which may be by facsimile or by scanned originals, and, as so executed, shall constitute one Agreement, binding on each party even though each party has not signed the same counterpart. Any counterpart of this Agreement which has attached to it separate signature pages, which altogether contain the signatures of each party, shall be deemed a fully executed instrument for all purposes.

[Signature page(s) follow].

DATED: _____, 2022.

MCKAY LATERAL DITCH COMPANY,
a Colorado mutual ditch company

By: _____
Brian Postle, President

ATTEST:

By: _____
[Name], Secretary

MEAD INDUSTRIAL DEVELOPMENT, LLC

By: _____
Printed Name:
Title:

ATTEST:

By: _____
Printed Name:
Title:

TOWN OF MEAD, COLORADO

By: _____

Printed Name: _____

Title: _____

Date of execution: _____, 2022

ATTEST:

Mary E. Strutt, MMC, Town Clerk

EXHIBIT A

**TO: LICENSE AND EASEMENT AGREEMENT DATED _____, 2022
BETWEEN THE MCKAY LATERAL DITCH COMPANY AND _____**

**DEPICTION AND LEGAL DESCRIPTION OF SERVIENT PARCELS AND LOCATION OF
DITCH AND REALIGNED DITCH**

EXHIBIT B

TO: LICENSE AND EASEMENT AGREEMENT DATED _____, 2022
BETWEEN THE MCKAY LATERAL DITCH COMPANY AND _____

LEGAL DESCRIPTION OF SERVIENT PARCELS

EXHIBIT C

TO: LICENSE AND EASEMENT AGREEMENT DATED _____, 2022
BETWEEN THE MCKAY LATERAL DITCH COMPANY AND _____

GRANT OF EASEMENT

GRANT OF EASEMENT

THIS GRANT OF EASEMENT is made this ____ day of _____, 2022, between **LONGSHADOWS, LLC, MEAD INDUSTRIAL DEVELOPMENT, LLC, MEAD INVESTORS 1, LLC, MEAD INVESTORS 2, LLC,** and the **TOWN OF MEAD, COLORADO**, a Colorado municipal corporation (the “Town”) (collectively, “Grantors” and individually referred to herein as a “Grantor”) and the **MCKAY LATERAL DITCH COMPANY**, a Colorado mutual ditch company, whose address is P.O. Box 119, Longmont, CO 80502-0119 (“Grantee”). Grantors and Grantee may be collectively referred to herein as “Parties.”

WITNESSETH:

WHEREAS, Grantee owns the existing McKay Lateral Ditch (“Ditch”) and associated ditch rights and easement for the purpose of exercising its decreed Colorado water rights and operating and maintaining the Ditch to divert, carry, and deliver water to its shareholders and other lawful users of the Ditch for subsequent beneficial use. The Ditch and easement traverse certain parcels of real property that are owned by one of the Grantors or the Town east of Interstate 25 (“I-25”) and along Weld County Road 36 (“WCR 36”) as depicted on **EXHIBIT A**, attached hereto and incorporated herein by reference. Said parcels are collectively referred to herein as the “Servient Parcels.” The Ditch Company’s easement across the Servient Parcels includes the right to operate, maintain, repair, replace, and perform all activities reasonably necessary to allow the Ditch’s continued delivery of water to its shareholders and other lawful users of the Ditch.

WHEREAS, Longshadows, LLC, owns the portion of the Servient Parcels depicted on **EXHIBIT A** as Reach 1. The Town owns the portion of the Servient Parcels depicted on **EXHIBIT A** as the WCR 36 right-of-way. Mead Investors 2, LLC, owns the portion of the Servient Parcels depicted on **EXHIBIT A** as Reach 2. Mead Industrial Development, LLC, owns the portions of the Servient Parcels depicted on **EXHIBIT A** as Reach 3 and Reach 5. Mead Investors 1, LLC, owns the portion of the Servient Parcels depicted on **EXHIBIT A** as Reach 4. The legal description of each of the foregoing described portions of the Servient Parcels is contained on **EXHIBIT B**.

WHEREAS, in connection with a development project adjacent or in close proximity to the Servient Parcels, Mead Industrial Development, LLC (“Licensee”), desires to perform off-site construction work. As part of the off-site construction work, Licensee desires to modify portions of the Ditch (“Modified Ditch”) by realigning and piping those portions as shown on **EXHIBIT A**. The modifications require easements across the Servient Parcels to be granted by Grantors as described herein. **EXHIBIT A** shows the current location of the Ditch and the Modified Ditch.

WHEREAS, Licensee has agreed to modify, realign, and pipe the Modified Ditch in accordance with that certain “License and Easement Agreement” dated _____ between Grantors and Grantee, which License and Easement Agreement is recorded in the

Weld County real property records at Reception No. _____. Licensee warrants and represents, and Grantee is relying upon such warranty and representation, that Licensee has the legal right to enter upon the Servient Parcels to perform all the work required by the License and Easement Agreement.

NOW THEREFORE, pursuant to section 3.1 of the License and Easement Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Each grantor, respectively, does hereby grant, bargain, sell, convey and confirm unto Grantee, Grantee's successors and assigns forever, a permanent non-exclusive easement for the purpose of constructing, operating, maintaining, replacing, repairing, improving, inspecting, surveying, testing, removing, and restoring, at any time and from time to time, a ditch and ditch easement, and all underground and surface improvements and appurtenances ("**Easement Improvements**") in, over, under and through the portion of the Servient Parcels owned by the respective Grantor, as described in the second Whereas clause, above, for the purpose of conveyance of water in the Modified Ditch for beneficial use. The easements granted by each Grantor, together with the Easement Improvements that are part of each easement, are collectively referred to herein as the **Modified Ditch Easement**.

2. As part of the respective portion of the Modified Ditch Easement granted by each Grantor, each Grantor further grants to the Grantee:

- (a) The right from time to time to enlarge, improve, reconstruct, relocate, repair and replace any Easement Improvements or other associated appurtenances constructed or placed within the respective Grantor's Modified Ditch Easement;
- (b) The right to mark the location of the Modified Ditch Easement and the Easement Improvements by suitable markers set in or on the ground; provided that permanent markers shall be placed in locations which will not interfere with any reasonable use the owners of the Servient Parcels shall make of the land crossed by the Modified Ditch Easement and shall be made in accordance with the Town's traffic/ROW regulations including, if the Grantee's work will be performed with the WCR 36 right-of-way, obtaining a ROW permit;
- (c) The right to ingress and egress over and across the Servient Parcels for the purpose of exercising the rights herein granted subject to the requirements set forth in subparagraph (b) above if Grantee's work will be performed in the WCR 36 ROW.

3. Grantee acknowledges that the owners of the Servient Parcels retain the right to use and occupy the land crossed by their respective portions of the Modified Ditch

Easement for any purpose consistent with the rights and privileges above granted and consistent with the License and Easement Agreement and which will not interfere with or endanger any of the Grantee's Easement Improvements or otherwise interfere with Grantee's rights hereunder. Each Grantor warrants and represents that any existing easement or other encumbrance on or within the Modified Ditch Easement are and shall be treated as subordinate to the Modified Ditch Easement and shall not interfere with it. Each Grantor warrants and represents that any future easements granted in, over, under, or through the Modified Ditch Easement shall be junior to the Modified Ditch Easement and shall not interfere with the Modified Ditch Easement. Each Grantor agrees that its uses of the land crossed by the Modified Ditch Easement and the agreements concerning those uses shall be as follows:

- (a) Grantor shall not erect or construct any building or other structure, or drill or operate any well, or construct any permanent obstruction, or decrease or substantially increase ground level which will interfere with Grantee's use, or allow the installation of other utilities in said Modified Ditch Easement without obtaining the specific written permission of the Grantee;
- (b) Grantor shall take no action which would impair or in any way decrease or substantially increase the ground level, or the lateral or subjacent support for the aforementioned ditch easement, and/or Easement Improvements within the Modified Ditch Easement without obtaining the specific written permission of the Grantee.
- (c) Grantor may use its respective portion of the land crossed by the Modified Ditch Easement for any and all lawful purposes not inconsistent with the purposes set forth in this Grant of Easement, including but not limited to open space, landscaping, and roadway improvements associated with WCR 36, so long as such uses do not interfere with the continued use, maintenance, repair, and replacement of or cause damage to the Modified Ditch Easement or the Easement Improvements constructed within the Modified Ditch Easement, and provided such uses are consistent with the License and Easement Agreement.
- (d) In the event any Grantor's uses, including open space and landscaping uses, interfere with the Modified Ditch Easement or the Easement Improvements, Grantee may remove such uses, including any vegetation or structures associated with such uses, and the respective Grantor shall be responsible for any and all losses, damages and restoration, if any, related to such removal. In the event the terms of this Modified Ditch Easement are otherwise violated by one or more Grantors or by any person in privity with a Grantor, such violation shall be immediately corrected and eliminated upon receipt of notice to the responsible Grantor from the Grantee, and if not corrected, the

Grantee shall have the right to correct and eliminate such violation, and the responsible Grantor, its heirs, administrators, successors and assigns, shall promptly pay the costs to correct said violation including, but not limited to, Grantee's reasonable attorney costs. If such violation is not corrected, the Grantee shall also have the right to file appropriate proceedings to enjoin any violation and request specific performance of the conditions described herein. This provision shall not preclude the Grantee from recovery of damages to the Modified Ditch Easement or the Easement Improvements caused by the acts or omissions of the Grantor. The Grantee reserves the right to do all acts necessary to immediately remedy any emergency or situation that may arise that disrupts or affects use of the Modified Ditch Easement.

4. Each Grantor acknowledges that the above-referenced License and Easement Agreement survives the delivery of this Grant of Easement for the Modified Ditch Easement and imposes certain obligations on each Grantor, which obligations shall not be defeated by the doctrine of merger.

5. Each Grantor warrants that it has full and lawful authority to make the grant hereinabove contained, and promises and agrees to defend Grantee in the exercise of its rights hereunder against any defect in Grantor's title to the land involved or Grantor's rights to make the grant hereinabove contained.

6. This Grant of Easement shall attach to and run with the land described in **EXHIBIT A** and **EXHIBIT B** and the terms and conditions contained herein shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned have set their hands hereto on the day and year above first written.

GRANTOR

By:
Its:

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

Subscribed and sworn to before me this _____ day of _____, 2022,
by _____.

WITNESS my hand and official seal.

My commission expires: _____.

NOTARY PUBLIC

[add additional Grantors]

GRANTEE
MCKAY LATERAL DITCH COMPANY

Brian Postle, President

ATTEST:

[Name], Secretary

EXHIBIT D

**TO: LICENSE AND EASEMENT AGREEMENT DATED _____, 2022
BETWEEN THE MCKAY LATERAL DITCH COMPANY AND _____**

APPROVED PLANS AND SPECIFICATIONS



Agenda Item Summary

MEETING DATE: March 28, 2022

SUBJECT: Resolution No. 28-R-2022, A Resolution of the Town of Mead, Colorado, Approving a Non-Exclusive Public Utility Easement Agreement with Public Service Company of Colorado for Installation of Improvements for the Town's Future Public Works Facility on Certain Real Property Owned by the Town

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

SUMMARY

Public Service Company of Colorado ("PSCo") is seeking a 12,855 square foot non-exclusive public utility easement on the Town-owned property also known as the dry lake, just south of the site for the Town's new public works facility, located at 1341 WCR 34. The utility easement will allow for construction and maintenance of capital improvements needed to bring natural gas infrastructure to the Town's new facility.

The easement is in the same location as the easement granted by the Town to United Power, Inc. for electrical utility facilities. United Power and PSCo are aware that they will both be utilizing the same easement area for their respective utility facilities. United Power has reported to Town staff that there should be no issue with sharing that easement area with PSCo.

FINANCIAL CONSIDERATIONS

There are no financial considerations for this easement.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends adopting the resolution and granting the requested easement to United Power.

Suggested Motion – "I move to adopt Resolution No. 28-R-2022, A Resolution of the Town of Mead, Colorado, Approving a Non-Exclusive Public Utility Easement Agreement with Public Service Company of Colorado for Installation of Improvements for the Town's Future Public Works Facility on Certain Real Property Owned by the Town."

ATTACHMENTS

Resolution No. 28-R-2022
Public Service Company of Colorado Easement

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 28-R-2022**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING A NON-EXCLUSIVE
PUBLIC UTILITY EASEMENT AGREEMENT WITH PUBLIC SERVICE COMPANY OF
COLORADO FOR INSTALLATION OF IMPROVEMENTS FOR THE TOWN'S FUTURE
PUBLIC WORKS FACILITY ON CERTAIN REAL PROPERTY OWNED BY THE TOWN**

WHEREAS, the Town of Mead ("Town") is authorized pursuant to C.R.S. § 31-15-101(1) to acquire, hold, lease and dispose of property, both real and personal, and to exercise such other incidental and implied powers as may be necessary for the management of Town property; and

WHEREAS, the Town owns certain real property ("Subject Property") with a legal description and as described and depicted in Exhibit A of the Non-Exclusive Public Utility Easement Agreement between the Town and Public Service Company of Colorado ("Easement Agreement"), a copy of which is attached hereto as **Exhibit 1** and incorporated herein by this reference; and

WHEREAS, the Subject Property is known as Parcel 120708000051 and Parcel 120708000040 and is the property on which the Town plans to construct a new public works facility; and

WHEREAS, Public Service Company of Colorado ("Grantee") has need to place gas pipelines and related facilities on a portion of the Subject Property to provide service to the Town's future public works facility; and

WHEREAS, the easement proposed to be granted across the Subject Property is described in the Easement Agreement; and

WHEREAS, the Board of Trustees desires to approve the Easement Agreement and grant a perpetual, non-exclusive public utility easement to Grantee for the purpose of installing and maintaining gas pipelines and related facilities on the Subject Property.

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

Section 1. The Board of Trustees hereby: (a) approves the Public Service Company of Colorado Easement ("Easement Agreement"), in substantially the form attached hereto as **Exhibit 1**, granting a non-exclusive perpetual easement to Grantee; (b) authorizes the Town Attorney to make such changes as may be necessary to correct any non-material errors or language in the Easement Agreement that do not increase the obligations of the Town; (c) authorizes the Mayor to execute the Easement Agreement when in final form; and (d) authorizes the Mayor to execute any additional documents necessary to facilitate the grant of easement under the Easement Agreement.

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 28TH DAY OF MARCH, 2022.

ATTEST:

TOWN OF MEAD

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

By: _____
Colleen G. Whitlow, Mayor

Exhibit 1
Non-Exclusive Public Utility Easement Agreement

[see attached document]

After recording return to:
Public Service Company of Colorado
Attn: Manager, Right of Way and Permits Department
1123 West 3rd Avenue
Denver, Colorado 80223

S-T-R: Sec 8 T3N R68W	Grantor: Town of Mead	Doc No: 530940-G
County: Weld	Address/Intersection: 1341 County Rd 34	ROW Agent: William Schulz
Division-City/Town: Boulder	DIST/TRANS: Gas Distribution	Descript/Author: Douglas W. Chinn
LAT & LONG GPS: 40.23506° N 105.02859° W		Reception No.:

PUBLIC SERVICE COMPANY OF COLORADO EASEMENT

The undersigned Grantor hereby acknowledges receipt of good and valuable consideration from PUBLIC SERVICE COMPANY OF COLORADO (Company), 1800 Larimer Street, Suite 1100, Street, Denver, Colorado, 80202, in consideration of which Grantor(s) hereby grants unto said Company, its successors and assigns, a non-exclusive easement to construct, operate, maintain, repair, and replace utility lines and all fixtures and devices, used or useful in the operation of said lines, through, over, under, across, and along a course as said lines may be hereafter constructed in That Parcel Described in a Quit Claim Deed to the Town of Mead, Colorado. Filed for Record in the Office of the Weld County Clerk and Recorder at Reception No. 3188015 Said Parcel of Land is located in the **SW 1/4** of Section **8**, Township **3 North**, Range **68 West** of the **6th** Principal Meridian in the City of **Mead** County of **Weld**, State of Colorado, the easement being described as follows:

See Exhibit A attached hereto and made a part hereof.

The easement is **10.00** feet in width. The side boundary lines of the easement shall be lengthened and shortened as necessary to encompass a continuous strip of not less than the above width at all points on Grantor's property crossed by the above-described easement and extending to the boundaries of adjacent properties.

Together with the right to enter upon said premises, to survey, construct, maintain, operate, repair, replace, control, and use said utility lines and related fixtures and devices, and to remove objects interfering therewith, including the trimming or felling of trees and bushes, and together with the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said utility lines and related fixtures and devices as may be required to permit the operation of standard utility construction or repair machinery. The Grantor reserves the right to use and occupy the easement for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the said Company's facilities therein or use thereof. Such reservations by Grantor shall in no event include the right to erect or cause to be erected any buildings or structures upon the easement granted or to locate any mobile home or trailer units thereon. In case of the permanent abandonment of the easement, all right, privilege, and interest granted shall terminate.

The work of installing and maintaining said lines and fixtures shall be done with care; the surface along the easement shall be restored substantially to its original level and condition.

Signed this _____ day of _____ 20____.

GRANTOR:
TOWN OF MEAD, a statutory town of the State of Colorado

By: _____

Colleen G. Whitlow, Mayor
Date of execution: _____

ATTEST:APPROVED AS TO FORM:

Mary E. Strutt, MMC, Town ClerkTown Attorney

STATE OF COLORADO,)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,20____
by: Colleen G. Whitlow, Mayor TOWN OF MEAD, a statutory town of the State of Colorado:

Witness my hand and official seal.

My commission Expires _____Notary Public

EXHIBIT "A"

DESCRIPTION

A PORTION OF THAT PARCEL DESCRIBED IN A QUIT CLAIM DEED TO THE TOWN OF MEAD, COLORADO. FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 3188015 SAID PARCEL OF LAND IS LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 8, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

EASEMENT CENTERLINE

A 10.00 FOOT WIDE STRIP, BEING 5.00 FEET, AS MEASURED PERPENDICULAR, LEFT AND RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE;

COMMENCING AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 8, AS MONUMENTED BY A FOUND 3.25 INCH ALUMINUM CAP MARKED "PLS 34995 2005"; THENCE NORTH 78°24'51" WEST A DISTANCE OF 190.04 FEET, MORE OR LESS, TO THE NORTH LINE OF A 10 FOOT GRANT OF EASEMENT TO UNION RURAL ELECTRIC ASSOCIATION INC. FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 1731009 AND THE **POINT OF BEGINNING**;

THENCE OVER AND ACROSS AND PARCEL OF LAND THE FOLLOWING EIGHT(8) COURSES AND DISTANCES;

- 1. NORTH 00°00'11" WEST A DISTANCE OF 63.57 FEET;
- 2. ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 82.53 FEET, AN ARC LENGTH OF 21.72 FEET, A CENTRAL ANGLE OF 15°04'49", AND A CHORD BEARING AND DISTANCE OF NORTH 07°32'00" WEST, 21.66 FEET;
- 3. THENCE NORTH 14°21'23" WEST A DISTANCE OF 181.36 FEET;
- 4. THENCE NORTH 17°22'19" WEST A DISTANCE OF 104.76 FEET;
- 5. ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 540.00 FEET, AN ARC LENGTH OF 263.54 FEET, A CENTRAL ANGLE OF 27°57'46", AND A CHORD BEARING AND DISTANCE OF NORTH 03°23'26" WEST, 260.93 FEET;
- 6. ALONG A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 1536.64 FEET, AN ARC LENGTH OF 78.58 FEET, A CENTRAL ANGLE OF 02°55'48", AND A CHORD BEARING AND DISTANCE OF NORTH 07°39'45" EAST, 78.57 FEET;
- 7. SOUTH 89°28'09" WEST A DISTANCE OF 512.96 FEET;
- 8. NORTH 00°00'00" WEST A DISTANCE OF 58.98 FEET TO THE **POINT OF TERMINUS**, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 8, AS MONUMENTED BY AN ILLEGIBLE 2" ALUMINUM CAP, BEARS SOUTH 66°13'29" WEST, A DISTANCE OF 2027.72 FEET.

THE TOTAL LENGTH OF THE ABOVE-DESCRIBED EASEMENT CENTERLINE IS 1285.47 FEET, CONTAINING 0.295 ACRES (12,855 SQUARE FEET) OF LAND, MORE OR LESS.

THE SIDELINES OF THE HEREIN DESCRIBED EASEMENT ARE SHORTENED OR LENGTHENED TO MEET AT ANGLE POINTS AND TO TERMINATE ON THE SOUTH LINE OF SAID 10.00 FEET GRANT OF EASEMENT AND A LINE PERPENDICULAR TO THE ABOVE-DESCRIBED EASEMENT CENTERLINE AT THE POINT OF TERMINUS. SAID STRIP BEING BOUND WITHIN THE LANDS OWNED BY THE PARTIES NAMED HEREON OR THEIR SUCCESSORS AND ASSIGNS.

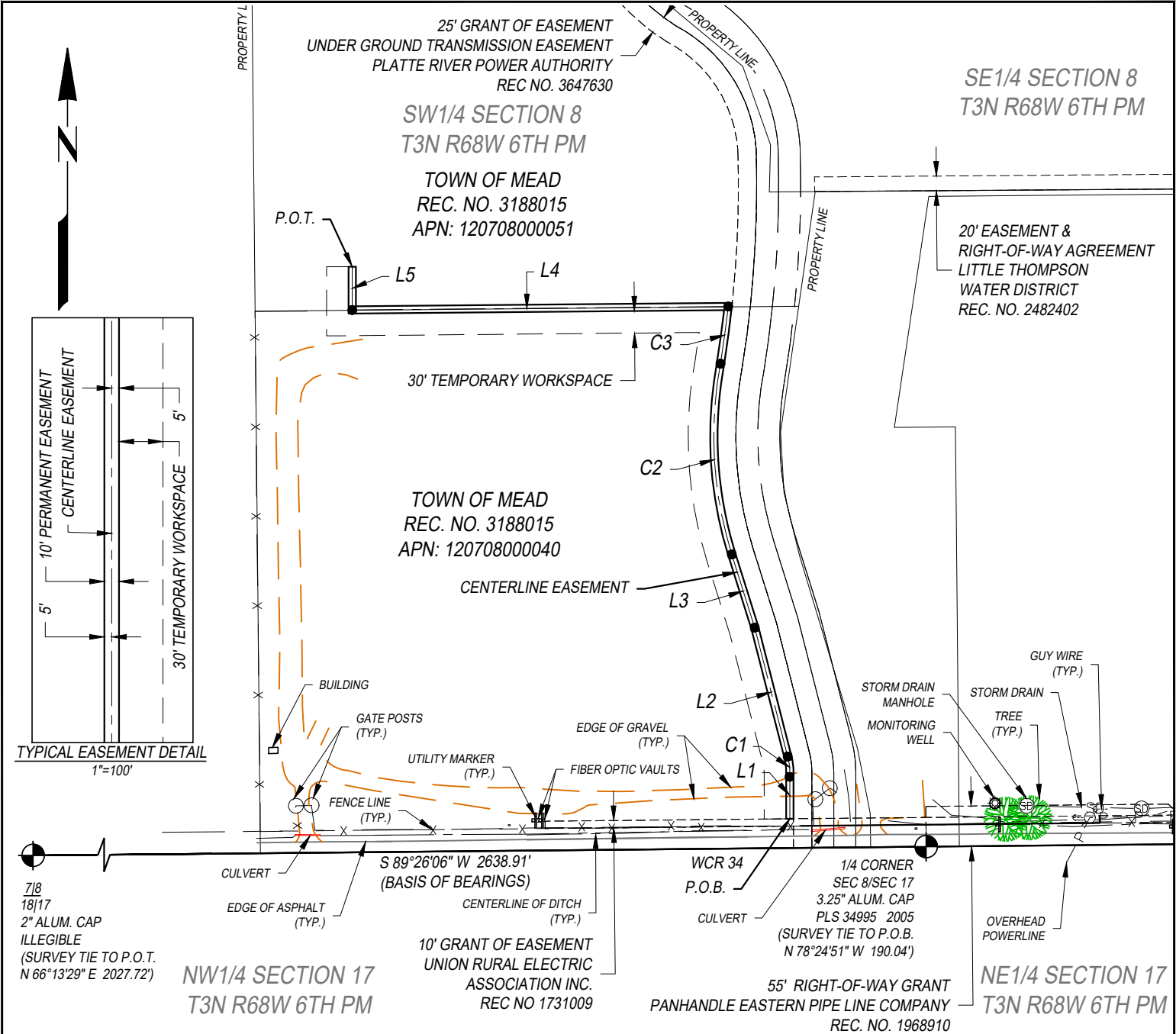
TOGETHER WITH ALL TEMPORARY WORKSPACE BEING PARALLEL, CONTIGUOUS, ADJACENT, AND LYING WEST AND SOUTH OF THE ABOVE-DESCRIBED EASEMENT, WITHIN SAID PARCEL OF LAND, AND AS DEPICTED ON SHEET 2 OF 2.

NOTES:

- 1. SEE THE ATTACHED ILLUSTRATION BY WHICH THIS REFERENCE IS MADE PART HEREOF.
- 2. THIS DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE ACKLAM, INC. HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS OF WAY, VARIANCES, AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREON.
- 3. BEARINGS SHOWN HEREON ARE BASED ON GPS OBSERVATIONS VIA "VRS NOW" POSITIONING SYSTEM AND/OR THE ONLINE POSITIONING USER SERVICE OFFERED BY THE N.G.S. AND PROJECTED TO "COLORADO COORDINATE SYSTEM OF 1983 NORTH ZONE" (C.R.S. 38-52-105 & 106).
- 4. DISTANCES SHOWN HEREON ARE IN US SURVEY FEET GROUND. THE COMBINED FACTOR USED TO OBTAIN THE GRID DISTANCES IS 0.999713404.
- 5. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 8, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH P.M. SAID LINE BEING MONUMENTED ON THE EAST BY THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 8, BEING A FOUND 3.25 INCH ALUMINUM CAP MARKED "PLS 34995 2005" AND ON THE WEST BY THE SOUTHWEST CORNER OF SAID SECTION 8, BEING A FOUND ILLEGIBLE 2" ALUMINUM CAP AND BEARS SOUTH 89°26'06" WEST.

REVISIONS

NO.	DATE	BY	DESCRIPTION



EASEMENT LINE TABLE

LINE	BEARING	DISTANCE
L1	N 00°00'11" W	63.57'
L2	N 14°21'23" W	181.36'
L3	N 17°22'19" W	104.76'
L4	S 89°28'09" W	512.96'
L5	N 00°00'00" W	58.98'

EASEMENT CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH
C1	82.53'	21.72'	15°04'49"	N 07°32'00" W	21.66'
C2	540.00'	263.54'	27°57'46"	N 03°23'26" W	260.93'
C3	1536.64'	78.58'	2°55'48"	N 07°39'45" E	78.57'

TOTAL CENTERLINE LENGTH: 1285.47 FT



NOTES

- 1.) LOCATIONS OF UTILITIES AND FOREIGN PIPELINES WERE DETERMINED FROM VISIBLE SURFACE EVIDENCE. THESE LOCATIONS IF SHOWN MAY NOT BE ACCURATE OR COMPLETE. OTHER UTILITIES MAY EXIST AND ARE TO BE FIELD LOCATED BY OTHERS PRIOR TO EXCAVATION.
- 2.) THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE ACKLAM, INC. HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS OF WAY, VARIANCES AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREON.
- 3.) THIS EXHIBIT IS NOT A LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT. EXCEPT FOR THE EASEMENT/RIGHT OF WAY DEPICTED HEREON IT IS NOT TO BE RELIED UPON FOR THE DIVISION OF LAND, ESTABLISHMENT OF ANY LAND BOUNDARY, FENCE, BUILDING, OR OTHER FUTURE IMPROVEMENT LINES.
- 4.) BEARINGS SHOWN HEREON ARE BASED ON GPS OBSERVATIONS VIA "VRS NOW" POSITIONING SYSTEM AND/OR THE ONLINE POSITIONING USER SERVICE OFFERED BY THE N.G.S. AND PROJECTED TO "COLORADO COORDINATE SYSTEM OF 1983 NORTH ZONE" (C.R.S. 38-52-105 & 106). DISTANCES SHOWN HEREON ARE IN US SURVEY FEET GRID. THE COMBINED FACTOR USED TO OBTAIN THE GRID DISTANCES IS 0.999713404.
- 5.) NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- 6.) THIS EXHIBIT WAS PREPARED BY DOUGLAS W. CHINN, PLS 37070, FOR AND ON BEHALF OF ACKLAM, INC. 133 S. 27TH AVENUE, BRIGHTON, CO 80601.
- 7.) SEE THE ATTACHED DESCRIPTION BY WHICH THIS REFERENCE IS MADE HEREOF.



Acklam, Inc.

133 S. 27th Avenue
Brighton, CO 80601

5910 Courtyard Dr., Ste.300
Austin, TX 78746
Texas Firm#10194171

EXHIBIT "A" ILLUSTRATION
SW1/4 SECTION 8
T3N R68W 6TH PM, WELD COUNTY, COLORADO

SCALE: 1"=200'	
DATE: 09/30/21	JAH
JOB NO.: 216075	
JOB NAME: MEAD PUBLIC WORKS	
SHEET 2 OF 3	
REV: B	132
WORK ORDER NO.: 202101018	



Agenda Item Summary

MEETING DATE: March 28, 2022

SUBJECT: Community Event Application – Mead Motorheads

PRESENTED BY: Lorelei Nelson, Public Information Officer

SUMMARY

Mead Motorheads is a Colorado limited liability company and has been hosting the Mead Memorial Day Car Show since 2004. In 2022, the event is scheduled for Monday, May 30, 2022.

In 2021, the Community Engagement Department revised the Town's park and buildings rental agreements. Related to that effort, the Department implemented a new Community Event Application, Parade Application, and created a Community Event Information packet. The goal was to streamline large scale events, provide all the pertinent information to hosts, track in-kind waivers, provide a timeline for applications, and ensure consistency in approvals and fee waivers.

A "Community Event" is defined as a planned gathering by a group of individuals which utilizes public facilities to provide some type of service to resident(s), business, or organizations. Community Events can be but are not limited to races (5k, 10k, etc.), festivals, parades, fundraisers, weddings, concerts, picnics, church functions, awareness rallies, with planned attendance of more than 100 people. The Mead Memorial Day Car Show has a planned attendance of more than 100 people and qualifies as a Community Event.

A Community Event Application is required to be completed and submitted 60 days prior to the event. This allows the Department time to review applications, coordinate with other Town departments, seek additional information from the applicant(s)/host(s), approve or conditionally approve the permits, and/or insurance. The information packet includes code requirements, alcohol license information, and vendor/food truck requirements.

Non-profit organizations requesting fee waivers for more than \$1,000 go to the Board of Trustees for approval. Fee waivers for less than \$1,000 may be approved by the Town Manager. This is a best practice procedure but may be changed to meet the needs of the Board of Trustees.

As set forth above, Mead Motorheads is a Colorado limited liability company that has hosted the Car Show at Mead Town Park for 17 years. The event is free to the public and features classic cars, music, vendors, and food.

FINANCIAL CONSIDERATIONS

Mead Motorheads is requesting fees be waived for their event in the total amount of \$2,010. This amount is broken down as follows:

Facility/Park	Deposit	Fee
Town Park- 8 hours	\$100	\$180
Town Gazebo – 8 hours	\$100	\$180
Community Room- 8 hours	\$200	\$600
Electric	\$0	\$50
Public Works	\$0	\$540
Traffic Control	\$0	\$400
Trash	\$0	\$60

In addition to the total fees of \$2,010, the Town requires a damage deposit of \$400.

Please note that in most cases damage deposits are **not** waived and the event organizer/host is required to pay the deposit to the Town at least 30 days prior to event. It is my understanding that Mead Motorheads is requesting that the \$400 damage deposit be waived for the 2022 Car Show event.

Jim Coleman from Mead Motorheads is planning to attend the March 28th regular meeting and will be available to answer questions from the Trustees regarding the 2022 Car Show event.

In addition to the requested fee waiver and waiver of the damage deposit, Mr. Coleman is expected to request a donation from the Town in the amount of \$600.

ACTION REQUIRED

The Community Engagement Department is seeking the Board of Trustees input on: (1) the fee waiver, (2) the waiver of the \$400 damage deposit, and (3) the requested donation of \$600 expected to be made by Mead Motorheads at the March 28th regular meeting.



Community Events Information and Guidelines

Lorelei Nelson
Community Engagement Director
Town of Mead
441 Third Street
Mead, CO
(970) 805-4187
www.townofmead.org

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Community Event

A community event is a planned gathering by a group of individuals which utilizes public facilities in order to provide some type of service to resident(s), business or organizations. Community Events can be but are not limited to races (5k, 10k, etc.), festivals, parades, fundraisers, weddings, concerts, picnics, church functions, awareness rallies, etc.

Applications

If you or your organization plans to host a community event in the Town of Mead, a Community Event Application is required to be completed and submitted **60 days** prior to your event. This allows time to review applications and seek additional information or needed permits if necessary. We strongly encourage you to meet with the town's Community Engagement Director to fill out your application before submittal to ensure a smooth process. Proof of insurance and payment of fees/deposits are due at the time of submission.

Definitions

For the purpose of this guide "Town" refers to the Town of Mead, "Organizer" refers to the person who will be listed on the Application as the Event Organizer, "Application" refers to the Community Event Application and "Town Staff" refers to any person employed by the Town of Mead.

Municipal Codes

For a complete listing of the Town's codes visit:

https://library.municode.com/co/mead/codes/municipal_code. If viewing this information packet online, each code has been hyperlinked for your convenience. Otherwise, you may type the numerical section of the code into the website's search engine.

Insurance

Mead Municipal Code Sec. 16-3-70

A certificate of general liability insurance is required. The amount of required coverage shall be approved by the Town's insurance carrier, but in no event shall liability coverage be in an amount less than one million dollars (\$1,000,000.00) per occurrence and five hundred thousand dollars (\$500,000.00) per person. The Town shall be named as an additional insured on the face of the certificate, and the insurer shall have no less than an "A" rating by the most recent AM Best Insurance Rating Guide.

The Town must be named as additionally insured on all policies. Certificates of insurance with the verbiage

"THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER" need an endorsement showing the Town as additionally insured. See examples on pages 8 and 9.

In addition, the responsible organization/individual shall indemnify and hold harmless the town, its officers, agents, servants, and employees, from and against any and all claims or suits for bodily injury, illness, death, personal injury or property damage (including, without limitation reasonable fees and expenses of attorneys, expert witnesses and other consultants) arising out of any act or omission in connection with the activities conducted under this agreement.

Fees & Deposits

Deposits are due when the application is submitted to reserve the facilities during the review period. If the application is not approved the deposit will be returned. If the application is approved, it will be returned three weeks after event. Cash, check, and credit card payment(s) are accepted and must be submitted 30 days prior to event made at the Town of Mead Town Hall located at 441 3rd St., Mead, CO 80542. Checks should be made out to the Town of Mead in blue or black ink. All refunded damage deposits will be in the form of a check.

In-Kind Services/Fee Waivers

Organizers requesting fees to be waived must provide documentation of their non-profit status and submit the form 60 days before the event in order to process. Fee waiver requests in excess of one thousand dollars (\$1,000) will need to go to the Town Board of Trustees for approval, organizers are encouraged to attend. Town Staff will notify the organizer of the Board of Trustees meeting day and time. Fee waivers for less than one thousand dollars (\$1,000) can be approved by the Town Manager. Please note that in most cases damage deposits are not waived and organizer will need to pay the deposit at the time of application submittal.

Refund Policy

The Town of Mead may refund fees as long as a refund request is submitted 10 days before the event. If notice is not given ten (10) business days in advance, there will be no refund.

Mead Liquor License

Mead Municipal Code Sec. 6-3-390

Organizations wanting to sell or serve alcoholic beverages in conjunction with their event should be aware that possession and consumption of alcohol on public property is only allowed by special permit. Contact the Town Clerk's Office at 970-535-4477 regarding the separate process for a Special Event Liquor Permit. Organizer must submit a special event liquor application at least fourteen (14) days prior to the date of the event.

Noise Regulation

Mead Municipal Code Sec. 10-13-50

All community events utilizing amplified sound need to comply with the Town's noise regulation. If your community event is approved, this does not automatically authorize violation of the noise regulations. Police officers must have access to measure sound levels and if a complaint is received they have the authority to determine if the noise is at acceptable levels.

Vendors & Food Trucks

There are several requirements for a vendor of tangible products at a community event. A Vendor List must be submitted to the Town of Mead 7 days prior, along with their tax identification number. Please provide any supplement information (no-shows, additional vendors) immediately after event. Caterers and/or food vendors must have a Colorado endorsement from the Health Department. Event Organizers are responsible for contacting Weld County Department of Public Health and Environment to fill out their event application. For more information please contact the Weld County Department of Public at 970-304-6415 or visit their website at: <https://www.weldgov.com/Government/Departments/Health-and-Environment/Environmental-Health/Food-Safety/Temporary-Events>

Traffic Control

Organizers must note on the application if event activities might need special access to streets and sidewalks and identify where and when these activities will take place. Organizers must provide a map with clearly marked routes, noting direction, time of day and the number of participants expected. Town Staff will determine if street and/or sidewalk closures are appropriate and if police assistance will be required to direct traffic. Organizers may be responsible for all or some fees associated with traffic control plans deemed necessary by the Town. Organizers may also need to notify residents and businesses impacted by street closures. This can be done by obtaining a list from the Town and mailing a letter at least 7 days prior to event.

Park/Field Rules

- Persons with a dog or other pet in their possession in any park or open space of the Town must keep them leashed and shall be responsible for both the conduct of the animal and removal of feces deposited by the animal.
- It shall be unlawful for the owner, possessor or person who keeps any dog to permit the same to run at large within any park or open space within the Town.
- Open fires are only permitted in designated fire rings and barbecue pits within the parks and open spaces within the City.
- Fishing is permitted in any pond within the parks and open spaces of the Town, provided that all State of Colorado fishing laws and regulations are being followed.
- No person shall possess, ignite or display fireworks within the parks or open spaces of the City without a permit.
- No person shall deface, remove, cut or damage any trees, plants, turf, buildings, structures, equipment, supplies or other property located within the parks.
- Use of motorized vehicles (including all-terrain vehicles, mini bikes, motorcycles, mopeds, etc.) is not allowed on trails or unpaved areas in the parks.
- No signs may be posted in any park or open space without the consent of the Community Engagement Director or his/her designee. Temporary signs that indicate direction to a shelter are permitted on a daily basis.

Marijuana

The use, possession, transportation or distribution of marijuana in any form for any purpose is prohibited within any facility or property owned and/or operated by the Town.

Tables & Chairs

The Town has a limited amount of tables and chairs available for use only at Town Park events and the Town Hall Community Room. Please mark on your application if you would like to utilize Town tables and chairs. All tables and chairs must be clean and returned to designated location after use.

Trash

Trash cans are placed throughout Town Parks for use by its residents. For small events, park trash cans will be utilized. For larger events (100+ people) you will need a trash management plan. The Organizer will be responsible for scheduling trash services. The Town of Mead does not offer dumpster services. Organizer will need to provide their waste service provider, number of dumpsters/rollouts, location, and the timing of their delivery and pickup.

Portable Restrooms

Organizers will need to provide information on their sanitation plans including their service provider, number of restrooms, location and the timing of their delivery and pickup. Depending on the size of the event, Organizers may also need to provide hand washing units and ADA-accessible portable unit.

Parades

A Parade Permit is required anytime a parade or procession will occur on a public street or on a sidewalk or pedestrian way in a manner which may hinder normal use of the sidewalk or pedestrian way. Instead of a Community Event Application you will need to fill out a Parade Permit Application and submit it 60 days prior to the time of the parade to Kaley Hein, located at Town Hall, 441 3rd St, Mead CO 80542.

Weddings

The Town is fortunate to have a number of beautiful parks that offer space for small weddings and wedding photographs. Although weddings and wedding photographs are private affairs, when held on Town property, couples, attendants, guests, and photographers must strive to conduct their ceremony and photographs in a manner that does not impact or deter the general public’s enjoyment of our parks. A site visit is strongly recommended. The Town does not offer alternate locations or rain dates to be used in case of bad weather. Parks are cleaned regularly and there is no maintenance staff on-site on weekends. Wedding planners may want to check the park a few hours before the wedding ceremony or photographs to see if the area requires additional cleaning. The wedding party is responsible for cleaning the grounds following the wedding ceremony or photographs. Vehicles are not permitted on the grass. Tents, tables, chairs, altars, arbors, etc. are permitted providing that no damage is done to the grass. Stakes cannot exceed 10 inches due to irrigation lines. No birdseed, confetti, or rice throwing is permitted. Ceremonies and photo sessions cannot restrict other park visitors from the park nor block pathways. All trash and debris generated must be removed prior to departure.

AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS

In compliance with the Americans with Disabilities Act (ADA), the Town offers accessible programs and venues along with reasonable accommodations for people with disabilities. Organizers are expected to make every effort to follow ADA guidelines to accommodate and maintain access for people with disabilities. Organizers cannot alter or repurpose areas that are ADA compliant.

General Information

1. Reservations are on a first come-first serve basis and may only be reserved up to twelve months in advance. Reservations are not considered complete until all fees or deposits have been paid.
2. Organizer must be 18 years or older.
3. Removal of any Town-owned property from any Town facility or park is strictly prohibited; violators are subject to criminal prosecution.
4. Set-up and clean-up time is included in the reservation time. Additional time needed for either will result in additional hourly charges.
5. Organizer shall provide proper supervision, ensuring the protection of persons and property in its care, enforcement of facility/park rules and regulations and restriction of all participants to authorized areas only.
6. Organizer is responsible for proper cleaning of the facility/park being used. This includes all decoration removal, floor cleanup, wiping down tables, chairs and counters. Proper disposal of trash is required before vacating the premises. If additional cleaning is required, the Town reserves the right to forfeit the Organizer's damage deposit. Any additional charges incurred will be the responsibility of the organizer.
7. If someone is using the area you have reserved and refuses to leave, the Mead Police Department may be called by using the non-emergency number at 970-350-9600 (option #4, followed by option #3).
8. Restrooms at parks are only available during the summer months.
9. If security is needed for the event, it is the responsibility of the sponsoring organization. The Town of Mead will determine if the event warrants the need for additional security, extra bathrooms, and/or trash receptacles.

Community Room

1. Community Room may be reserved 7 days a week, outside of normal Town Hall operating hours. Availability is: Monday-Friday from 5 p.m. – 10:00 p.m. and Saturday and Sunday from 6 a.m.-10 p.m. A 50% surcharge will be assessed to reservations on Town observed holidays.
2. Nothing may be attached in any fashion to the walls or ceiling. This includes thumb tacks, tape, sticky tape, 3M tape, wires, hooks, etc.
3. Organizer is responsible for removing all trash from the event including in the kitchen (if rented), the community room and the bathrooms. Trash should be taken to the dumpster receptacle outside.
4. If the kitchen is rented, clean sinks, wipe down counter tops and stove. Sweep and mop with HOT water and cleaning solution.
5. Turn off fan.
6. Sweep/dust mop the community room floor.
7. Clean and restack tables and chairs.
8. Ensure all doors are locked upon leaving.

Community Room: 75 Max. occupancy in tables and chairs. 122 Max. occupancy standing guests and one serving table.

Town Park: Each area of Town Park available for reservation separately. See fee schedule for specific locations.

Town Park Gazebo: Seats 12. Electrical available. Water from pump available. Outdoor restrooms at Town Hall building between April 15 and November 1. Playground located nearby. Great for graduation parties, birthday parties, weddings, etc. BBQ Pit available.

Ames Park Shelters: Each shelter seats 4. Restroom open between April 15 and November 1. No electrical or water available.

Mead Ponds Shelter: Seats 4 – 8. No electrical or water available. Restrooms open between April 15 and November 1. Fishing with permits allowed.

Founders Park Shelter: Seats 12 -16. No electrical or water. Restrooms open between April 15 and November 1. Playground, basketball court and tennis court located nearby.

Margil Farms Gazebo: Seats 10. No electrical, water or restrooms. Playground located nearby.

North Creek Gazebo: Seats 12. No electrical, water or restrooms. Playground, volleyball court and sport court located nearby.

Founders Park Field: No more than 6 teams per season (11 and older) or 8 teams per season (10 and under) assigned to the field. If wear and tear from your usage on the field(s) becomes excessive, reservations will be suspended until the field(s) recover and no refunds will be made.

Liberty Ranch T-Ball Field: Playground located nearby. No water, electrical or bathrooms. If wear and tear on the field(s) from your usage becomes excessive, reservations will be suspended until the field(s) recover and no refunds will be made.

Ames Park: No more than 6 teams per season (11 and older) or 8 teams per season (10 and under) assigned to park. If wear and tear on the field(s) from your usage becomes excessive, reservations will be suspended until the field(s) recover and no refunds will be made.

Example Certificate of Liability Insurance (COI)

Section 9, Item a.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER If the version of the certificate you receive contains the language above, it means you must also request the actual endorsement to the policy naming the Town as an Additional Insured	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : INSURER B : INSURER C : This section lists the carriers(s) that provide coverage. INSURER D : Town requires at least an "A" rating. INSURER E : INSURER F :	FAX (A/C, No): NAIC #
INSURED This box should list the name of the person or company holding the event and their address.		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR ☐ Broad Form Property Damage ☐ Blanket Contractual GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC			Since the Town will be an Additional Insured, there should be a "Y" or "X" in this column.			The dates of the policy must be equal to or longer than the dates of the events including set-up and take down EACH OCCURRENCE \$ must be 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ must be 1,000,000 PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below			N / A			WC STATUTORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

This should contain a general description of the event/reason for the certificate and dates(s) of the event. Watch carefully for any qualifying statments i.e. "but if only", "however", "subject to", and "limited to"

CERTIFICATE HOLDER

CANCELLATION

This must be the Town of Mead, generic-type language ("To Whom It May Concern") is not accepted.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Example of Endorsement

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 11 01 96

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – MANAGERS OR LESSORS OF
PREMISES**

This endorsement modifies insurance provided under the following:

SCHEDULE

- 1. Designation of Premises (Part Leased to You):
- 2. Name of Person or Organization (Additional Insured):
- 3. Additional Premium:

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

Parks and Facilities Reservation Fees

	Resident (Per 4 hours)	Non-Resident (Per 4 hours)	Non-profit (Per Hour)	Deposit
Town Hall Community Room				
4 hours	\$200	\$300	\$35	\$200
Additional hour	\$50	\$75	\$35	
Use of kitchen	\$50	\$75		\$100
Park Shelter Reservation				
Town Park Gazebo	\$60	\$90	\$0	\$100
Town Park BBQ	\$60	\$90	\$0	\$100
Town-Park Horseshoe Pit	\$60	\$90	\$0	\$100
Town Park – NW Corner	\$60	\$60	\$0	\$100
Ames Park Shelter – 1 - North	\$15	\$25	\$0	\$50
Ames Park Shelter – 2 - Middle	\$15	\$25	\$0	\$50
Ames Park Shelter – 3 - South	\$15	\$25	\$0	\$50
Mead Ponds	\$15	\$25	\$0	\$50
Founders Park Shelter	\$15	\$25	\$0	\$50
Liberty Ranch Shelter	\$15	\$25	\$0	\$50
Margil Farms Gazebo	\$15	\$25	\$0	\$50
North Creek Shelter	\$15	\$25	\$0	\$50
Additional hour	\$15	\$25	\$0	
Athletic Field Reservation				
Founders Park	\$60	\$90	\$30	\$100
East Side Field	\$30	\$45	\$15	\$50
West Side Field	\$30	\$45	\$15	\$50
Liberty Ranch T-Ball Field	\$40	\$60	\$20	\$50
Ames Park	\$60	\$90	\$15	\$100
Extras				
Electrical in Park	\$25	\$25	\$25	
Water in Park	\$25	\$25	\$25	
Field Prep/Paint Fee	\$45	\$45	\$45	

*** Reservation fee will be increased by 50% on all Town observed holidays. Holiday reservation limited to 4 hours without prior approval from the Town Manager.**

Deposit check will be cashed. Deposit will be reimbursed upon review of the condition of the premises reserved. Charges may be made against deposit for loss, damage, cleaning and/or additional time (additional time charged at 150% of reservation amount)



Town of Mead

441 3rd Street • Mead, CO 80542

Name of Organization:

Mead Motorheads

Address of Organization: (If billing address is different please list billing address)

P.O. Box 187

City Mead State CO Zip Code 80542

Phone Number of Organization:

970 391-0908

Website of Organization:

none

Name of Event Organizer:

Jim Coleman

Will Organizer be at the event? Yes ☒ No ☐

Organizer's Phone Number 970 391-0908

Organizer's email reusports@gmail.com

Name of Secondary Contact:

Torrey Brinkley

Phone Number 970 408-9301

Email: TBrink1681@aol.com

Alternate: Craig Doolittle

720/378-3424

meadmotorheads@gmail.com

Name of Event:

Memorial Day Car Show

Type of Event: (e.g. tournament, run/walk, concert)

**For parades, please refer to the parade application.*

car show

Is the event ☒ open to the public or ☐ private?

Will there be an admission fee charged for event?

☐ Yes ☒ No not for public

I.R.S. Tax Exempt Number

Please provide a copy of your IRS 501 (c) designation.

If you are not tax exempt, please write n/a.

All Organizers must provide documentation of liability insurance for their event and an endorsement. See event guidelines packet for details.

For questions or assistance filling out this application, please reach out to Community Engagement Director, Lorelei Nelson at lnelson@townofmead.org

Date(s) of Event May 30, 2022

Times of Event official 7

Anticipated attendance:

Day 1 Start Time: 10 a.m. p.m.

Daily 500 Total _____

End Time: 2 a.m. p.m.

Day 2 Start Time: _____ a.m./p.m.

Will you need set-up and tear down days in addition to the Event Dates listed on the left? Please list on the right or answer n/a in the place for dates.

End Time: _____ a.m./p.m.

Day 3 Start Time: _____ a.m./p.m.

End Time: _____ a.m./p.m.

Set Up Dates: 5-30-22

Start Time: 7:30 a.m. p.m.

End Time: 3:30 a.m. p.m.

Tear Down Dates: same

Start Time: _____ a.m./p.m.

End Time: _____ a.m./p.m.

1. Will alcohol be served at your event? ☐ Yes ☒ No

Possession and consumption of alcohol on public property is only allowed by special permit. Contact the Town Clerk's Office at 970-535-4477 regarding the separate application and approval process for a Special Event Liquor Permit. Must apply 30 days prior to your event to get an alcohol license.

2. Will there be food trucks and/or catering at the event? ☒ Yes ☐ No

3. Will there be vendors at your event? ☒ Yes ☐ No

A complete list of vendors is required one week before event, along with their sale tax identification number.

Food vendors must have a Colorado Retail Food License and endorsement from Health Department. The event organizer is responsible for notifying the Weld County Department of Public Health and Environment to fill out an event coordinator application. For more information please call 970-304-6415 or email HE-temp-events@WeldGov.com

4. Will you be utilizing tents? ☐ Yes ☒ No

Tent stakes may not be longer than 10 inches without authorization. Tent locations must be clearly marked on your event map.

5. Will there be amplified sound at your event? ☒ Yes ☐ No

All Community Events must comply with Town's noise regulations.

6. Will additional security be hired? ☒ Yes ☐ No and City Sheriff personnel

7. Will portable restrooms be brought to the site? ☒ Yes ☐ No

Please include a narrative of your event below and include any details that will be helpful in the planning process. Include additional pages if needed.

18th consecutive year of Car Show
around Park. Free to public (10-2).
60's music with announcer. Trophies
given for varied car categories.
Family - friendly event.

Please mark all town services and/or facilities you are planning to utilize.

*Items with asterisks need questions answered below		
☒ Park	☐ Ames Park Shelter 1	☐ Margil Farms Gazebo
☒ Town Park Gazebo	☐ Ames Park Shelter 2	☐ North Creek Shelter
☐ Town Park BBQ	☐ Ames Park Shelter 3	☐ North Creek Basketball Court
☐ Town Park Horseshoe Pit	☐ Founders Park Shelter	☐ Disc Golf Course
☐ Town Park NW Corner Town	☐ Founders Park (East Field)	☐ Field Prep/Paint
☒ Hall Community Room	☐ Founder Park (West Field)	* Town Park map is attached to packet
☐ Community Room Kitchen	☐ Founders Park Basketball Court	
☒ Tables/Chairs*	☐ Founders Park Tennis Court	
☐ Town Utilities *	☐ Liberty Ranch Shelter	
☐ Street Closures	☐ Liberty Ranch Ball Field	
☐ Trash Services	☐ Liberty Ranch Basketball Court	
	☐ Liberty Ranch Tennis Court	

Tables

How many tables? 4 (12 tables available)

*Tables can only be used at Town Park or in the Community Room

Chairs

How many chairs? 8 (50 folding chairs available)

*Chairs can only be used at Town Park or in the Community Room

Utilities

☒ Electricity ☐ Water

Explanation of electrical and/or water needs (please provide approximate location)

comm. room lights



For Office Use Only
Name of Event: Mead Motorheads

# of Shelters _____	Damage Deposit \$50	Total Cost \$ _____
# of Parks <u>1</u>	Damage Deposit <u>\$100</u>	Total Cost \$ <u>280</u>
Town Hall Community Room # of Hours <u>8</u>	Damage Deposit <u>\$200</u>	Total Cost \$ <u>800</u>
Use of Kitchen # of Hours _____	Damage Deposit \$100	Total Cost \$ _____
Town Park Gazebo # of Hours <u>8</u>	Damage Deposit <u>\$100</u>	Total Cost \$ <u>280</u>
Town Park Horseshoe Pit # of Hours _____	Damage Deposit \$100	Total Cost \$ _____
Town Park BBQ # of Hours _____	Damage Deposit \$100	Total Cost \$ _____
Field Rental # of Hours _____ Field Prep? _____ Yes _____ No	Damage Deposit \$50	Total Cost \$ _____
Ball Field Rental # of Hours _____	Damage Deposit \$50	Total Cost \$ _____
Disc Golf Course # of Days _____	Fee Per Day \$50 Damage Deposit \$50	Total Cost \$ _____
Trash Services <u>6</u> # of additional trash containers	\$10.00 per container	Total Cost \$ <u>60</u>
Public Works and/or Police services # of staff <u>2</u> # of hours <u>4</u> # of Officers _____ # of hours _____ <i>Holiday</i>	Hourly fee per PW \$45 Hourly fee per Officer \$65 Total # of hours <u>8</u>	Total Cost \$ <u>540</u>
Use of utilities Water _____ Electric <u>X</u>	Daily fee per utility \$25 Number of power pedestals <u>2</u>	Total Cost \$ <u>50</u>
Street Closures: <u>4</u>	Daily fee per intersection \$100 # of intersections <u>4</u>	Total Cost \$ <u>400</u>

Total Fees Due \$2010.00

Total Deposits Due \$400.00

In-Kind Requested ___Yes___No

Amount Approved \$ _____

Total Amount Due \$2410.00 Date Payment Received _____ Received by _____



Community Event Application

Lorelei Nelson
Community Engagement Director
Town of Mead
441 Third Street
Mead, CO
(970) 805-4187
www.townofmead.org



Name of Organization: _____

Address of Organization: (if billing address is different please list billing address)

City _____ State ____ Zip Code _____

Phone Number of Organization: _____

Website of Organization: _____

Name of Event Organizer: _____

Will Organizer be at the event? Yes ____ No ____

Organizer's Phone Number _____

Organizer's email _____

Name of Secondary Contact: _____

Phone Number _____

Email: _____

Name of Event: _____

Type of Event: (e.g. tournament, run/walk, concert)

**For parades, please refer to the parade application.*

Is the event ____ open to the public or ____ private?

Will there be an admission fee charged for event?

____ Yes ____ No

I.R.S. Tax Exempt Number

Please provide a copy of your IRS 501 (c) designation.

If you are not tax exempt, please write n/a.

All Organizers must provide documentation of liability insurance for their event and an endorsement. See event guidelines packet for details.

For questions or assistance filling out this application, please reach out to Community Engagement Director, Lorelei Nelson at lnelson@townofmead.org

Date(s) of Event _____

Times of Event

Day 1 Start Time: _____ a.m./p.m.

End Time: _____ a.m./p.m.

Day 2 Start Time: _____ a.m./p.m.

End Time: _____ a.m./p.m.

Day 3 Start Time: _____ a.m./p.m.

End Time: _____ a.m./p.m.

Anticipated attendance:

Daily _____ Total _____

Will you need set-up and tear down days in addition to the Event Dates listed on the left? **Please list on the right or answer n/a in the place for dates.**

Set Up Dates: _____

Start Time: _____ a.m./p.m.

End Time: _____ a.m./p.m.

Tear Down Dates: _____

Start Time : _____ a.m./p.m.

End Time: _____ a.m./p.m.

Please mark all town services and/or facilities you are planning to use.

Section 9, Item a.

***Items with asterisks need questions answered below**

☐ Park

☐ Town Park Gazebo

☐ Town Park BBQ

☐ Town Park Horseshoe Pit

☐ Town Park NW Corner

☐ Town Hall Community Room

☐ Community Room Kitchen

☐ Tables/Chairs*

☐ Town Utilities *

☐ Street Closures

☐ Trash Services

☐ Ames Park Shelter 1

☐ Ames Park Shelter 2

☐ Ames Park Shelter 3

☐ Founders Park Shelter

☐ Founders Park (East Field)

☐ Founder Park (West Field)

☐ Founders Park Basketball Court

☐ Founders Park Tennis Court

☐ Liberty Ranch Shelter

☐ Liberty Ranch Ball Field

☐ Liberty Ranch Basketball Court

☐ Liberty Ranch Tennis Court

☐ Margil Farms Gazebo

☐ North Creek Shelter

☐ North Creek Basketball Court

☐ Disc Golf Course

☐ Field Prep/Paint

*** Town Park map is attached to packet**

Tables

How many tables? _____ (12 tables available)

*Tables can only be used at Town Park or in the Community Room

Chairs

How many chairs? _____ (50 folding chairs available)

*Chairs can only be used at Town Park or in the Community Room

Utilities

___ Electricity ___ Water

Explanation of electrical and/or water needs (please provide approximate location)

1. Will alcohol be served at your event? ☐ Yes ☐ No

Possession and consumption of alcohol on public property is only allowed by special permit. Contact the Town Clerk's Office at 970-535-4477 regarding the separate application and approval process for a Special Event Liquor Permit. Must apply **30 days** prior to your event to get an alcohol license.

Section 9, Item a.

2. Will there be food trucks and/or catering at the event? ☐ Yes ☐ No

3. Will there be vendors at your event? ☐ Yes ☐ No

A complete list of vendors is required one week before event, along with their sale tax identification number.

Food vendors must have a Colorado Retail Food License and endorsement from Health Department. The event organizer is responsible for notifying the Weld County Department of Public Health and Environment to fill out an event coordinator application. For more information please call 970-304-6415 or email HE-tempevents@WeldGov.com

4. Will you be utilizing tents? ☐ Yes ☐ No

Tent stakes may not be longer than 10 inches without authorization. Tent locations must be clearly marked on your event map.

5. Will there be amplified sound at your event? ☐ Yes ☐ No

All Community Events must comply with Town's noise regulations.

6. Will additional security be hired? ☐ Yes ☐ No

7. Will portable restrooms be brought to the site? ☐ Yes ☐ No

Please include a narrative of your event below and include any details that will be helpful in the planning process. Include additional pages if needed.

For Office Use Only

Section 9, Item a.

Name of Event: _____

# of Shelters _____	Damage Deposit \$50	Total Cost \$ _____
# of Parks _____	Damage Deposit \$100	Total Cost \$ _____
Town Hall Community Room # of Hours _____	Damage Deposit \$200	Total Cost \$ _____
Use of Kitchen # of Hours _____	Damage Deposit \$100	Total Cost \$ _____
Town Park Gazebo # of Hours _____	Damage Deposit \$100	Total Cost \$ _____
Town Park Horseshoe Pit # of Hours _____	Damage Deposit \$100	Total Cost \$ _____
Town Park BBQ # of Hours _____	Damage Deposit \$100	Total Cost \$ _____
Field Rental # of Hours _____ Field Prep? _____ Yes _____ No	Damage Deposit \$50	Total Cost \$ _____
Ball Field Rental # of Hours _____	Damage Deposit \$50	Total Cost \$ _____
Disc Golf Course # of Days _____	Fee Per Day \$50 Damage Deposit \$50	Total Cost \$ _____
Trash Services # of additional trash containers	\$10.00 per container	Total Cost \$ _____
Public Works and/or Police services # of staff _____ # of hours _____ # of Officers _____ # of hours _____	Hourly fee per PW \$45 Hourly fee per Officer \$65 Total # of hours _____	Total Cost \$ _____
Use of utilities Water _____ Electric _____	Daily fee per utility \$25 Number of power pedestals _____	Total Cost \$ _____
Street Closures:	Daily fee per intersection \$100 # of intersections _____	Total Cost \$ _____

Total Fees Due \$ _____

In-Kind Requested __Yes __No

Total Deposits Due \$ _____

Amount Approved \$ _____

Total Amount Due \$ _____ Date Payment Received _____

Received by _____

Parks and Facilities Reservation Fees

	Resident (Per 4 hours)	Non-Resident (Per 4 hours)	Non-profit (Per Hour)	Deposit
Town Hall Community Room				
4 hours	\$200	\$300	\$35	\$200
Additional hour	\$50	\$75	\$35	
Use of kitchen	\$50	\$75		\$100
Park Shelter Reservation				
Town Park Gazebo	\$60	\$90	\$0	\$100
Town Park BBQ	\$60	\$90	\$0	\$100
Town-Park Horseshoe Pit	\$60	\$90	\$0	\$100
Town Park – NW Corner	\$60	\$60	\$0	\$100
Ames Park Shelter – 1 - North	\$15	\$25	\$0	\$50
Ames Park Shelter – 2 - Middle	\$15	\$25	\$0	\$50
Ames Park Shelter – 3 - South	\$15	\$25	\$0	\$50
Mead Ponds	\$15	\$25	\$0	\$50
Founders Park Shelter	\$15	\$25	\$0	\$50
Liberty Ranch Shelter	\$15	\$25	\$0	\$50
Margil Farms Gazebo	\$15	\$25	\$0	\$50
North Creek Shelter	\$15	\$25	\$0	\$50
Additional hour	\$15	\$25	\$0	
Athletic Field Reservation				
Founders Park	\$60	\$90	\$30	\$100
East Side Field	\$30	\$45	\$15	\$50
West Side Field	\$30	\$45	\$15	\$50
Liberty Ranch T-Ball Field	\$40	\$60	\$20	\$50
Ames Park	\$60	\$90	\$15	\$100
Extras				
Electrical in Park	\$25	\$25	\$25	
Water in Park	\$25	\$25	\$25	
Field Prep/Paint Fee	\$45	\$45	\$45	

*** Reservation fee will be increased by 50% on all Town observed holidays. Holiday reservation limited to 4 hours without prior approval from the Town Manager.**

Deposit check will be cashed. Deposit will be reimbursed upon review of the condition of the premises reserved. Charges may be made against deposit for loss, damage, cleaning and/or additional time (additional time charged at 150% of reservation amount)



Community Event Application Timeline

60 Days Prior to Event: Application and deposits due and must include the following:

- Documentation of liability insurance and endorsement
- Street closure, maps, narrative of event
- Proof of non-profit status if requesting fee waiver

45 Days Prior to Event: Deadline for Town Approval/Denial

30 Days Prior to Event:

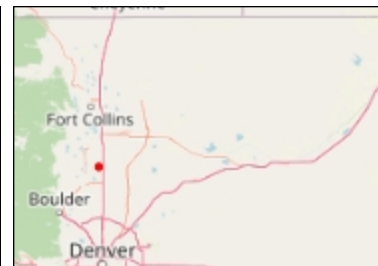
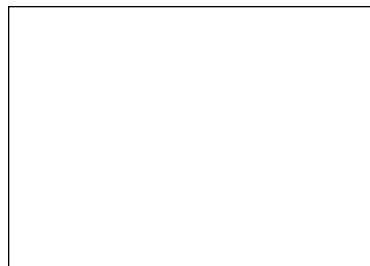
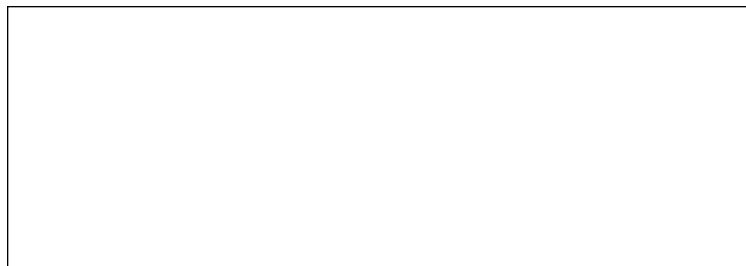
- All Fees are due and any changes or modifications to the original event application need to be addressed.

7 Days Prior to Event:

- On-site walk through will be planned with town departments involved.
- Last chance to submit refund request for canceled event.
- Submit vendor list

3 Days Prior to event:

- Email will be sent out with any details that need to be shared with those involved with the event.



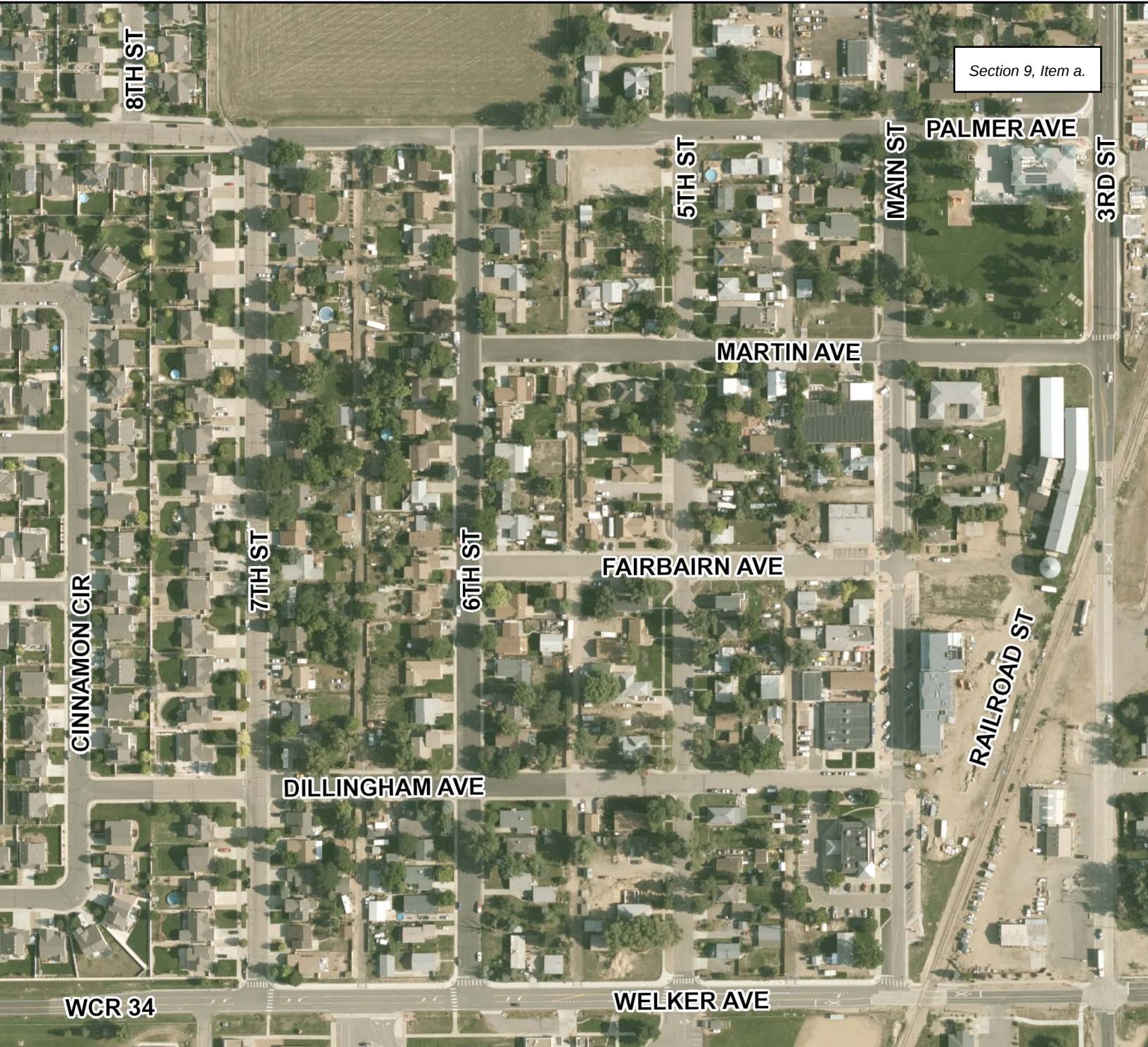
143.0 0 71.51 143.0 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
© Weld County Colorado

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 NAV





Intersection Closures and Parade Route Map

Additional Details:

Instructions:

Please indicate any intersection closures you are requesting by placing an "X" on the map at the specific intersection(s). If you are applying for a parade permit, please use one solid line to show the route. Please indicate the start and end point for the parade traffic. Use the dedicated space to the right to list any pertinent details that will be helpful in the planning process.

Vendor List

Name of Event: _____ Date of Event: _____

****This form must be turned in 7 days prior to event, please provide supplement information (no-shows & additions) immediately after event****

1	Vendor Name	Vendor Address	Vendor Sales Tax #
	Contact Name	Contact Phone	Email
	Type of Business	Items Sold	WC Health Dept Lic #
2	Vendor Name	Vendor Address	Vendor Sales Tax #
	Contact Name	Contact Phone	Email
	Type of Business	Items Sold	WC Health Dept Lic #
3	Vendor Name	Vendor Address	Vendor Sales Tax #
	Contact Name	Contact Phone	Email
	Type of Business	Items Sold	WC Health Dept Lic #
4	Vendor Name	Vendor Address	Vendor Sales Tax #
	Contact Name	Contact Phone	Email
	Type of Business	Items Sold	WC Health Dept Lic #
5	Vendor Name	Vendor Address	Vendor Sales Tax #
	Contact Name	Contact Phone	Email
	Type of Business	Items Sold	WC Health Dept Lic #

6	Vendor Name	Vendor Address	Vendor Sales Tax #
	Contact Name	Contact Phone	Email
	Type of Business	Items Sold	WC Health Dept Lic #
7	Vendor Name	Vendor Address	Vendor Sales Tax #
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	Type of Business	Items Sold	WC Health Dept Lic #
8	Vendor Name	Vendor Address	Vendor Sales Tax #
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11	Vendor Name	Vendor Address	Vendor Sales Tax #
	Contact Name	Contact Phone	Email
	Type of Business	Items Sold	WC Health Dept Lic #

12	Vendor Name	Vendor Address	Vendor Sales Tax #
	Contact Name	Contact Phone	Email
	Type of Business	Items Sold	WC Health Dept Lic #
13	Vendor Name	Vendor Address	Vendor Sales Tax #
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	Type of Business	Items Sold	WC Health Dept Lic #
14	Vendor Name	Vendor Address	Vendor Sales Tax #
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	Type of Business	Items Sold	WC Health Dept Lic #
15	Vendor Name	Vendor Address	Vendor Sales Tax #
	Contact Name	Contact Phone	Email
	Type of Business	Items Sold	WC Health Dept Lic #
16	Vendor Name	Vendor Address	Vendor Sales Tax #
	Contact Name	Contact Phone	Email
	Type of Business	Items Sold	WC Health Dept Lic #
17	Vendor Name	Vendor Address	Vendor Sales Tax #
	Contact Name	Contact Phone	Email
	Type of Business	Items Sold	WC Health Dept Lic #



Agenda Item Summary

MEETING DATE: March 29, 2022

SUBJECT: Community Center

PRESENTED BY: Lorelei Nelson, Public Information Officer

SUMMARY

Throughout 2021, staff worked with Anderson-Halls to conduct community outreach and preliminary design options for the Bean Plant Community Center. Community Outreach clearly stated residents wanted an indoor facility to be able to socialize, play group sports, additional recreation opportunities, and a water amenity. Facility priorities included a safe and clean environment, affordable fees, convenient location, and hours of operation. The outreach results for how this project was to be funded were mixed, with majority of residents not providing a response.

Over the last several weeks several key topics have been discussed:

- Restoration
- Demolition
- Risks of restoration
- Repurpose of materials
- Cost Effectiveness
- Budget analysis

Next steps include:

- Final design selection
- RFP for final design

FINANCIAL CONSIDERATIONS

Option 1, Phase 1 includes renovation of elevator building and building 3, the west metal building. It includes demolition of other buildings on site, and new construction for remaining design. The facility would include small gym (3892-sf), multipurpose room (753-sf), kitchen, office, and restrooms. The estimated cost for the 7,200-sf site is \$5,565,000. Phase 2 would include the addition of a full-size gym with an estimated cost of \$4,288,600 in 2027.

Option 2 includes full demolition of the site, deconstruction of buildings to be repurposed, and new construction, built in likeness to iconic features, of entire facility. The new facility would feature full-sized gym (7,259-sf), larger multipurpose room (943-sf), kitchen, office, restrooms. The estimated cost for the 9,800-sf site is \$4,465,000.

Estimated costs do not include public improvements, improvements to the property at 242 Main Street, insurance, bonds, FFE, tap fees, utility tie in, building furniture, or building equipment.

Staff has identified available funds that can be used for this project.

Funds Appropriated	Amount
American Rescue Plan	\$1,000,000
Municipal Facility Fund	\$487,249
Funds Available, but not appropriated	Amount
Municipals Facility Fund	\$1,407,608
Parks & Open Space Fund	\$2,038,077
Capital Improvement Fund	\$929,511
Total Funds Available	\$5,862,445

ACTION REQUIRED

Staff is seeking direction on final design of the Community Center to begin the procurement process for architects, demolition, and construction.