



Board of Trustees Meeting

441 3rd Street, Mead

July 27, 2026

Agenda

6:00 p.m. to 10:00 p.m. Regular Meeting

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

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

1. Call to Order – Roll Call

Mayor Colleen Whitlow
Mayor Pro Tem Trisha Harris
Trustee David Adams
Trustee Chris Cartwright
Trustee Jeremiah R. Crane
Trustee Brad Hagen
Trustee Herman Schranz

2. Moment of Silence

3. Pledge of Allegiance to the Flag

4. Review and Approve Agenda

5. Staff Report: Town Manager Report

- a. Manager Report

6. Informational Items

- a. November 3, 2026, Coordinated Election
- b. 2nd Quarter 2026 Financials

7. Proclamations

- a. National Night Out August 4, 2026

8. Public Comment:

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

9. Consent Agenda:

Consent Agenda items are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion of Consent Agenda items unless a Board member so requests, in which case the item may be removed from the Consent Agenda

and considered at the end of the Consent Agenda. Because the Consent Agenda includes Town payables (bills list/check register) and routinely includes contracts and other items involving the expenditure of Town funds, the Town Clerk shall require a roll call vote on the Consent Agenda, as required by MMC Sec 2-2-190(a). Consent Agenda includes:

- a. Approval of Minutes - Regular Meeting July 13, 2026
- b. June 2026 Financial Statements
- c. Investment Report 2nd Quarter 2026
- d. Check Register July 27, 2026
- e. **Ordinance No. 1112** – An Ordinance of the Town of Mead, Colorado, Calling for the 2026 Regular Election to Be Held as a Coordinated Election and Delegating Authority to the Town Clerk to Execute a Memorandum of Intergovernmental Agreement with Weld County Regarding the Coordinated Election to Be Held on Tuesday, November 3, 2026
- f. **Resolution No. 47-R-2026** - A Resolution of the Town of Mead, Colorado, Approving an Intergovernmental Agreement for Conduct of Community Development Block Grant Program Between the Town of Mead and Weld County
- g. **Resolution No. 48-R-2026** - A Resolution of the Town of Mead, Colorado, Approving an Amendment to the Intergovernmental Agreement Between the Town of Mead and the St. Vrain Valley School District RE-1J for a Joint School Resource Officer Program for the 2026-2027 School Year
- h. **Resolution No. 49-R-2026** – A Resolution of the Town of Mead, Colorado, Awarding the Bid and Approving a Construction Agreement Between the Town of Mead and TLM Constructors, Inc. for the Weld County Road 34 Bridge Replacement Project (Project No. 2026-006)
- i. **Resolution No. 50-R-2026** – A Resolution of the Town of Mead, Colorado, Approving Change Order No. 4 to the Agreement for Professional Services Between the Town of Mead and Infusion Architects, LLC for Services Related to the Mead Police Facility (Project No. 2025-005)
- j. **Resolution No. 51-R-2026** – A Resolution of the Town of Mead, Colorado, Granting Final Acceptance of Certain Off-Site Sanitary Sewer Improvements of the Range View Estates Subdivision Development

10. Public Hearing

- a. Public Hearing: Valdez Annexation and Zoning
 - i. **Ordinance No. 1113** - An Ordinance of the Town of Mead, Colorado, Approving a Zoning Designation of Public Facilities (PF) for Town-Owned Property Known as the Valdez Annexation
- b. Public Hearing: Grader Shed Annexation and Zoning
 - i. **Ordinance No. 1114** — An Ordinance Annexing Certain Town-Owned Territory Known as the 1785 Weld County Road 32 Annexation to the Town of Mead
 - ii. **Ordinance No. 1115** — An Ordinance of the Town of Mead, Colorado, Approving the Initial Zoning Designation of Public Facilities (PF) for Town-Owned

11. Public Comment:

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

12. 2027 Budget Discussion

13. Elected Official Reports

a. Town Trustees

b. Mayor Whitlow

14. Adjournment

The Town of Mead is committed to providing accessible documents and resources for all individuals. However, some complex documents may not be fully accessible in their original format. If you need assistance or reasonable accommodation to access these materials, please contact us by phone 970-535-4477 or email info@townofmead.org.

TO: Honorable Mayor and Trustees

FROM: Helen Migchelbrink, Town Manager

DATE: July 27, 2026

SUBJECT: Town Manager Report

- National Night Out will take place on Tuesday, August 4th, at Mead Town Park. This annual event brings together the community and public safety agencies to strengthen relationships and promote neighborhood safety. The Mead Police Department and Public Works will have vehicle displays and opportunities for residents to meet with staff and ask questions. This year, the Town has partnered with a Northern Colorado e-bike retailer to provide an educational booth where residents can learn about the different classes of e-bikes and safe riding practices. Rock Revival will play live music, Grandview Church will host a variety of family-friendly activities, and the Mead Area Chamber of Commerce will serve free hamburgers and hot dogs to the community.
- Mead's regular election will be held on Tuesday November 3, 2026, in coordination with Weld County. The Mayor and four Trustee seats will be up for election. An informational meeting about running for Trustee is scheduled for August 4th at 4:00 p.m. to coincide with the availability of nomination packets. This meeting will be held at the Community Center. For further information please contact Town Clerk Milissa Peters-Garcia.
- We are excited to announce that the Town of Mead is transitioning from .org to .gov. This transition includes updates to both our website and employee email addresses. Our new official website will be meadco.gov, and employee email addresses will transition from @townofmead.org to @meadco.gov. This change strengthens our official government identity, enhances cybersecurity, and makes it easier for residents to recognize and trust our website and email communications. A .gov domain is reserved for verified government entities and aligns with best practices for government organizations, helping protect both the Town and our community from fraudulent websites and emails. The Town is implementing measures to support a smooth transition, including website redirects and email configurations designed to minimize disruption.
- The Town of Firestone is installing a traffic and pedestrian signal at the intersection of High Plains Boulevard and CR 28 / Ronald Reagan Blvd. This will allow vehicle and pedestrian traffic to navigate the busy intersection more safely.
- DMC Auditing and Consulting presented the 2025 financial audit and financial statements to the Board of Trustees on July 13, 2026. The audited financial statements have now been filed with the Office of the State Auditor and the federal single audit has also been properly filed.
- The Colorado Municipal League (CML) is seeking members for the 2026 – 27 Policy Committee. Mayor Whitlow and Trustee Schranz currently serve on this committee for the Town. Please see attached committee information.
- Staff continues to add more permanent records to the Town's public records portal. Staff is scanning Board Packets and minutes for archival in the portal moving backwards from current. In addition, historical financial audits are being added. The portal allows more transparency as residents and others may access Town records at their convenience. The portal can be found on the website or by clicking this link. [Mead Public Records Portal](#).
- The High Plains Blvd (HPB) road construction project continues. The construction of two miles of this road between WCR 32 and WCR 36 includes two travel lanes, bike lanes, two roundabouts located at CR 32 and CR 34, and a ten-foot-wide detached sidewalk. The project is a collaboration between Mead, Weld County and local developers. A new roundabout intersection was constructed at CR 32 and High Plains Blvd. This roundabout is now open to south, east and west bound traffic. Construction has now moved to CR 34 and High Plains Blvd to construct a new roundabout in that location. We anticipate the entire project will be open to the public by November.
- There is quite a bit of activity going on at the Municipal facilities site located just east of Liberty Ranch and south of SH 66 on CR 7. This Town owned site will soon be home to Mead's first library, a new Mountainview Fire Station, and a Police headquarters. Construction of the library and fire station are

nearing completion and will open later this year. The Police building is under design and will begin construction in the fall.

- The National Council of Compensation Insurance (NCCI) has issued the town's preliminary Experience Modification Rating ("E-Mod") rating for 2027 at 1.30. The rating, which is provided each year based on prior workers compensation claims history, impacts the workers compensation premium. This rating is 10% higher than the 2026 E-Mod of 1.19 and could result in a minimum of 10% increase in premium for 2027. The current rating is preliminary and will be finalized by November.
- A pedestrian and bicycle underpass that will go under SH 66 and connect the pedestrian trail that runs along CR 7 is under design and right of way acquisition. Construction is anticipated to begin on this project by late this year.
- Saint Vrain Valley School District (SVVSD) is constructing a pre-kindergarten through eighth grade school southeast of Mead High School. The school, Big Sky PK-8, will hold an opening ceremony on August 10th and will welcome students in the fall of 2026. Mead Police School Resource Officers (SRO's) continue to collaborate with the students, faculty and staff at all three of the Mead schools. The partnership that has been forged between the St. Vrain Valley School District and our Mead Police Department has helped to foster an atmosphere of trust and accountability throughout the schools. The Town will provide a fully trained SRO to Big Sky PK-8. This is the third SRO that the Town provides under an intergovernmental agreement with the school district.
- Mayor Colleen Whitlow convenes weekly office hours at Mead Town Hall. The office hours are on Mondays from 10:00 a.m. to 12:00 p.m. Please contact the front office for an appointment. Walk ins will be taken as time allows.
- Explore the daily operations of Mead Police officers and staff. Whether responding to service calls, engaging with students, or interacting with residents at community events, the Mead Police Department is committed to improving the quality of life for residents, businesses, and visitors. View the Mead Police Challenges and Needs videos here: <http://bit.ly/40G47qm>
- Coffee with the Mayor will next be held on August 1st at 8:00 a.m. at the Community Center Peak Room. Mayor Whitlow will discuss active development in Mead, Town projects, and respond to citizen comments / general inquiries.
- Mead Municipal Court is scheduled for Tuesday July 28th at 5:00 p.m. at Town Hall with 31 cases on the docket for arraignment and review hearings. The Court Clerk calls all defendants prior to the scheduled court date which results in a really low rate of failure to appear. A bench trial is also scheduled on July 28th at 4:00 p.m.
- Current road closures due to construction can be found on the town's website: <https://www.townofmead.org/engineering/page/street-maintenanceroad-closures>.
- Key projects update:
 - 3rd and Welker Intersection – Staff issued the punch list to the landscaping and concrete contractors. CDOT project closeout items are being prepared and submitted.
 - CR 34 Bridge Construction – received concurrence to award from CDOT. Staff is recommending award to the low bidder, TLM Constructors, at the July 27 Board meeting.
- Building Permits:
 - 2026 YTD (SF-D): 41 Permits, 38 Certificates of Occupancy
 - 2026 YTD (All Permit Types): 236 permits issued, 1910 inspections
- Boards and Commissions
 - The Planning Commission held its regular meeting on July 15, 2026. The Commission conducted public hearings for the Initial Zoning of two (2) Town-owned parcels being annexed into the municipal boundaries. The proposed zoning classification is Public Facilities (PF).
- Human Resources
 - The Town advertises open positions on Neogov – below is the link: <https://www.governmentjobs.com/careers/townofmead>
 - Current open positions:
 - MW I/II/III – One candidate is scheduled to start on 8/4 and one is in backgrounds.
 - Deputy Town Engineer – candidate is scheduled to start on 7/28.
 - Human Resources released an RFP for a benefits broker. Seven proposals were received by the deadline; Four interviews have been completed.

- A bi-annual review of the employee handbook is underway to ensure benefits, policies and legal requirements are up to date. The update will be brought to the Board in August/September.
- The annual compensation study is being prepared. It is anticipated to be brought before the Board of Trustees for consideration in August.

Community Development

- Mountain View Fire Rescue's new fire station continues vertical construction. Steel and roof decking are complete.
- High Plains Library District's construction is in its final stages with interior finishes and fixture installation. Final inspections with Building and Fire are forthcoming.
- Risewell Homes continues construction of its model homes in the eastern portion of Mead Place. Three of the models are in final inspection and another two models are dried in.
- The Town-issued Request for Proposals for a Retail Economic Development Analysis closed on July 2, 2026. The Town received fourteen (14) responses to the RFP. The Town is negotiating with the low bidder.
- The Land Use Code Amendment Project continues as Town staff met with the consultant team on May 26, 2026, to coordinate the final steps towards adoption. Town staff has completed review of the first three (4) modules of the project and will complete review of the remaining modules and provide edits back to the consultant by July 17th. Staff anticipate bringing the update forward for consideration in late Q3 or early Q4 of 2026. The update ensures that the LUC complies with state laws, best practices and efficiencies in the development processes. A website for the Land Use Code update has been established to provide ongoing access and information to the public: [Land Use Code Update & Outreach | Mead, CO](#)
- The Parks, Recreation, Open Space and Trails (PROST) Master Plan was adopted by the Board of Trustees on July 13, 2026 after a Public Hearing. Staff is wrapping up the plan and the grant with the consultant team from Logan Simpson. The goal of this plan is to develop a master plan for the future of parks, recreation, open space, and trails efforts in Mead. The plan website is still open with information for the public: <https://www.townofmead.org/development/page/mead-motion-parks-open-space-and-trails-master-plan-update>.

Public Works and Engineering

- Police Facility Design – Construction documents have been submitted to SafeBuilt for the first round of building permit review. The team met with Longs Peak Water District to discuss the procurement of domestic and irrigation water to serve the facility.
- CR 7 north of CR 38 remains closed for water line installation related to the Ursa Major development in Berthoud.
- A grading permit has been issued to Lennar for grading the Waterfront Filing 1 development, north of CR 28, east of CR 7.
- All parks have been fertilized and have undergone an internal irrigation audit to ensure maximum efficiency and water conservation.

Community Engagement

- Community Engagement is working with Public Works to launch a Sustainable Landscaping Contest, encouraging residents to showcase beautiful, water-efficient landscapes that support conservation and sustainability in Mead. The contest, along with an accompanying public education campaign on sustainable landscaping and water conservation, will launch on July 31. Residents may submit entries through October 9.
- Due to St. Vrain Valley School District closing all outdoor facility reservations, Parks and Recreation has experienced a significant increase in requests for athletic field rentals. After reviewing park capacity, including Town recreation leagues, practices, and existing reservations, we have reached capacity and are no longer able to accept additional athletic practice rentals at this time. Our parks are currently hosting multiple practice groups, including Town recreation programs, and maintaining this limit helps us balance community use while preserving the condition and quality of our athletic fields.

- Community Engagement has officially wrapped up the Built for Mead business promotional video project in partnership with the St. Vrain Valley School District Innovation Center. Students led the production and interviews for 15 local businesses, and the videos are now being released through a weekly social media campaign featuring one business each week. Each participating business has also received its video to use for its own marketing and social media efforts. Videos can be seen here: <https://flic.kr/s/aHBqjCVWQF>

Police Department

- Staffing update: One new officer, Logan Robinson, started on July 13th. New Officer Sasha Dickinson is in field training. One sergeant is on light duty.
- The July Mid-Monthly Report is attached.
- Officers are training in firearms and mass shooter response this month.
- National Night Out will be held on August 4th. Several officers will be available to meet the citizens of Mead, answer questions and show off equipment.
- This year's Citizen's Academy schedule and signup will be posted soon.



To: CML Member Mayors, Managers and Clerks
Cc: 2026-2027 Policy Committee Members
From: Bev Stables, CML Advocacy Manager
Date: July 8, 2026
Subject: Annual Appointment to CML Policy Committee

Following the election of the new CML Executive Board and in preparation for the 2027 legislative session, it's now time for Colorado Municipal League (CML) member municipalities to appoint representatives who will serve on the League's 2026-2027 Policy Committee. Additionally, CML's advocacy team encourages municipal members to submit their legislative or policy proposals for committee consideration and recommendation.

CML Policy Committee

Each CML member municipality is entitled to designate at least one representative and one alternate to the League's Policy Committee. Cities with a population over 100,000 are entitled to appoint two representatives and one alternate. Appointments and reappointments to the committee should occur following the CML Annual Conference in June, and members serve for a one-year term. **Please note that appointees from the 2025-2026 Policy Committee are presumed to carry over unless the League staff is otherwise informed.** CML asks member municipalities to review the current policy committee roster (Attachment A) to verify their policy committee representative(s) and alternate. **If a member municipality has a change in their policy committee representatives, they should email the updated information to Bev Stables at bstables@cml.org by COB Friday, September 4.**

The CML Policy Committee is an essential part of the policy development process at CML, and all members are encouraged to take advantage of the opportunity to have their voices heard as the committee makes recommendations on legislation that directly impacts municipalities.

Prior to appointment, each policy committee representative and alternate should review the *Policy Committee Roles and Responsibilities document* (Attachment B). General policy committee responsibilities include:

1. Attending and participating in all Policy Committee meetings, in-person or virtually, and voting on policy positions to recommend to the CML Executive Board.

2. Evaluating requests from member municipalities for CML-initiated legislation and making a recommendation to the CML Executive Board.
3. Reviewing the League's [Annual Policy Statement](#) that guides League positions on policy issues affecting municipalities and proposing revisions, if necessary. (Any recommended changes to the policy statement are voted on by CML members at the Annual Business Meeting that takes place as part of CML's Annual Conference.)

CML Initiated Legislation Proposals

Each municipality has the opportunity to submit a proposal for CML-initiated legislation (CML staff will create and carry forth the legislation on behalf of member municipalities) to the full committee for consideration. The municipality's Policy Committee member should be prepared to present their municipality's consensus proposal at the October 16, 2026 Policy Committee meeting.

If a municipality would like to submit a proposal for initiated legislation, they can complete the online form at [2027 Proposals for CML-Initiated Legislation – Fill out form](#). This form allows municipal members to directly enter a request for specific legislation they would like CML to initiate.

2026-2027 Policy Statement

The CML Policy Statement is a living document that has evolved throughout the history of the League. When legislation or policy issues are considered, the CML staff, Policy Committee, and Executive Board look first to the Policy Statement to develop recommendations and formal positions. In this way, the policy statement acts as a guide for CML advocacy.

The CML Policy Committee is charged with proposing amendments to the Policy Statement. Members can view a copy of the 2026-2027 Policy Statement [here](#). Requests for amendments to the policy statement can be made through the online form at [2027 Proposal for CML Policy Statement Amendments – Fill out form](#).

In September, CML will distribute the proposals to Policy Committee members for review and discussion within that member's municipality. Committee members should review proposals with their municipality or constituency and be prepared to discuss and debate each on behalf of their respective municipalities at the October 16, 2026 meeting.

CML staff may also submit suggested policy and/or legislative items for the committee's consideration.

Initiated Legislation and Policy Statement Amendments are due no later than COB Friday, September 4, 2026.

2026-2027 Policy Committee Meeting dates

- Friday, Oct. 16, 9 - 11 a.m.
- Friday, Dec. 4, 9 - 11 a.m.
- Friday, Jan. 22, 9 - 11 a.m.
- Friday, Feb. 19, 9 - 11 a.m.
- Friday, March 19, 9 - 11 a.m.

Attachments

- Attachment A: 2025-26 Policy Committee Roster
- Attachment B: *Policy Committee Roles and Responsibilities*



Policy Committee Roles and Responsibilities

CML GENERAL GOVERNANCE OVERVIEW

- CML works with and on behalf of Colorado cities and towns to develop and improve municipal government.
- CML provides services that increase the efficiency of Colorado cities and towns.
- CML assists in securing legislative enactments that benefit municipalities while opposing injurious legislation.
- CML always acts in the best interest and for the benefit of all Colorado municipalities and their residents.
- CML conducts all business while adhering to the highest legal and ethical standards.
- CML is governed by an executive board elected by members. The executive board is responsible for setting and establishing policy using existing guidance and recommendations from various committees, including the Policy Committee.

ROLE OF THE POLICY COMMITTEE

- Policy Committee representatives are appointed by their respective municipalities. Each municipality may assign one member and designate an alternate should that member be unable to attend. Cities with a population over 100,000 may appoint two members plus an alternate.
- CML section chairs serve as non-voting members of the committee appointed by their respective sections.
- Policy Committee representatives are responsible for reviewing anticipated, proposed, or introduced legislation provided by CML advocacy staff and voting on recommendations for legislative positions to the CML Board at Policy Committee meetings.
- Representatives are responsible for reviewing requests for CML-initiated legislation from member municipalities or CML staff and voting on a recommendation to the CML Board.
- Representatives are responsible for reviewing CML's Annual Policy Statement and proposing revisions, if necessary. CML members will vote on proposed Policy Statement revisions at CML's Annual Business Meeting.
- CML promotes inclusive leadership development and discourage redundancy: Ensure equitable access to leadership opportunities within both the Policy Committee and Executive Board by encouraging a system of rotation that prevents overlapping memberships. This approach aims to foster diverse perspectives, broaden expertise, and build a dynamic pipeline of leaders across the organization.
- The Policy Committee is dedicated to creating a safe, inclusive space where all members have equal opportunity to voice their perspectives without fear of judgement. Members are

encouraged to actively listen, respect differing opinions, and contribute to an environment that values diversity of thought.

ROLE OF INDIVIDUAL POLICY COMMITTEE REPRESENTATIVES AND ALTERNATES

- **General Expectations**
 - Policy Committee representatives are expected to attend, in person or virtually, all CML policy committee meetings. If you cannot participate in a meeting, please ensure your municipality's designated alternate is available and prepared to attend.
 - Policy Committee representatives are expected to review committee materials with their city councils and relevant municipal staff and departments ahead of CML policy committee meetings to represent their municipality's views accurately.
- **Meeting Expectations**
 - Please arrive on time and ready to participate.
 - Follow the rules and instructions the Policy Committee chair sets forth at the beginning of the meeting.
 - Wait to be recognized by the chair before speaking or making a motion.
 - Having active and engaged committee discussions produces great outcomes. To the extent possible, please minimize distractions during committee meetings, which includes refraining from leaving the room to take phone calls or engaging in unrelated work.
 - Discussions around legislation often lead to passionate conversations, with everyone eager to participate. Dialogue and debate should maintain a civil and respectful atmosphere and tone.
- **Fiduciary Duty**
 - **Duty of Care:** Members must make informed, well-considered decisions based on accurate and current information, dedicating the necessary time and attention to understand relevant issues.
 - **Duty of Loyalty:** Members are expected to prioritize the Municipal League's interests above personal or outside interests, avoiding any actual or perceived conflicts of interest, and must disclose any potential conflicts promptly.
 - **Duty of Obedience:** Members must ensure that all actions and decisions comply with applicable laws, regulations, and organizational policies, safeguarding the League's integrity and public trust.

ROLE OF THE POLICY COMMITTEE CHAIR

- The Policy Committee chair is appointed by and serves at the pleasure of the CML Executive Board President.
- The Policy Committee Chair is responsible for maintaining rules of order and running efficient policy committee meetings.
- The chair will recognize speakers during discussion, recognize motions when made, and call for a vote when appropriate.

- The chair will ensure that each person, both in person and online, has an equal opportunity to speak and make motions during meetings.
- The chair will not recognize speakers for a second time until other members who want to speak have done so.
- The chair will ensure that motions are in order and proceed according to the rules.
- A designated staff member, such as the Communications Manager or Meetings and Event Manager, will assist the Policy Committee Chair in moderating meetings, ensuring smooth engagement with Zoom attendees, and accurately managing vote counts. This support allows the Chair to focus on guiding discussions effectively while staff facilitate technical aspects and participant interaction.

THE ROLE OF THE CML EXECUTIVE BOARD

- CML Executive Board Meetings generally occur the week following CML Policy Committee Meetings.
- The Executive Board has the final authority to establish the League's positions.
- At the CML Executive Board Meetings, the Board will consider recommendations submitted by the CML Policy Committee. A member of the advocacy team will present each recommendation.
- Legislative and policy recommendations may be presented directly to the CML Executive Board when time does not permit waiting to present it to the Policy Committee first.



CML 2026-2027 POLICY STATEMENT

Local Control and Municipal Home Rule

As the government most accountable to the people, municipal governments serve the people best by identifying local needs and desires and designing the best solutions for local needs. State and federal interference can undermine the ability of municipalities to recognize problems and innovate solutions that best meet their needs. At worst, state interference can violate the constitutional mandate of home rule. Therefore, the League:

- Urges state and federal officials to respect Colorado's tradition of local control and allow municipal officials to address local problems without interference from the state and federal government.
- Urges Congress and the executive branch to respect the roles and responsibilities of states and local governments and similarly urges state officials to avoid preempting local authority.
- Supports state enabling legislation that provides municipalities with authority and flexibility to address local needs.
- Recognizes the desire of the citizens statewide and in many local communities – with adoption of a constitutional amendment in 1902 and expanded amendments approved in 1912 and 1970 – to establish municipal home rule and opposes state action that attempts to weaken home rule authority and flexibility.

Intergovernmental Cooperation

Citizens are best served when officials of federal, state, and local government (including municipalities, counties, special districts, and school districts) respect the roles of each entity and work toward common solutions. Therefore, the League:

- Supports increased dialogue and cooperation among federal, state, and local officials and the development of cooperative intergovernmental solutions to common problems.
- Opposes the imposition of conditions on federal or state funding that are coercive, violate the constitutional separation of powers, interfere with local decision-making and constitutional home rule authority, or are not directly related to the purposes of the funding.

State and Federal Mandates

Programs and regulations mandated by the state or federal government stretch the financial resources of municipalities. These costs, if not paid by the state or federal government, prevent municipalities from fulfilling local needs and priorities. Therefore, the League:

- Opposes state and federal mandates that impose financial or operational burdens on municipalities and their citizens.

- Supports the statutory requirement for the General Assembly and Congress to reimburse municipalities for the cost of state mandates and to make clearer this requirement in state fiscal notes prepared for the General Assembly and Congress.

State Fiscal Fair Play

Municipal finances are closely interrelated with state finances and policies, especially those that impose fiscal burdens on municipalities. Much state revenue is collected from activities and individuals residing in municipalities who expect to receive a fair share of the benefit of their payments. State adherence to fiscal fair play policies will greatly help municipalities and their citizens. Therefore, the League:

- Supports appropriate action to resolve state and local financial limitations caused by the interaction of various constitutional and statutory provisions and economic fluctuations.
- Supports continued state sharing with municipalities of equitable portions of existing and future revenues derived from funds that have traditionally been intended to be shared with municipalities, despite being collected by the state.
- Urges the state to avoid or exercise restraint in relying on fees, charges, and other cash funding of programs that affect municipalities, especially in the areas of technical assistance, in programs where municipal participation is mandated by state law, and in regulatory programs that affect municipalities.
- Opposes state granted exemptions or other state actions that erode municipal sales, use, and property tax revenue, as well as other revenues unless the state provides adequate replacement revenues.
- Opposes disproportionate cuts in state programs that benefit municipalities.
- Opposes the state forcing the expenditure of local funds or requiring local governments to collect state revenues to fund state programs.

Sales and Use Taxes

The primary revenue sources for municipalities are local sales and use taxes. Sales and use taxes have enabled municipalities to fund public services and improvements and keep municipal property taxes relatively low. Appropriate actions at federal, state, and local levels should preserve or enhance these local revenues. Therefore, the League:

- Supports retention of authority for all municipalities to set local tax rates and for home rule municipalities to collect their own taxes and determine their own tax bases.
- Supports broadening the state and local sales and use tax base.
- Supports appropriate legislation or court action allowing state and local governments to require businesses to collect state and local sales and use taxes on remote sales.
- Supports cooperative efforts among municipalities to standardize municipal sales and use tax practices and utilization of technology for the convenience of taxpayers, businesses, and municipalities.
- Supports a level playing field between local brick-and-mortar businesses and remote sellers through the requirement for remote sellers to collect and remit municipal sales taxes based on the point of delivery.
- Supports programs that allow businesses to remit state and local sales taxes to a single point while preserving home rule authority over tax rates, base, and audit authority.
- Opposes reductions in the state and local sales and use tax base.

- Opposes legislation that would preempt the authority of state and local governments to apply their sales and use taxes to remote sales.
- Opposes legislation authorizing public entities that are not cities or towns to impose sales and use taxes that would increase competition for sales and use tax revenue and make voter approval for new or modified taxes without local government approval.
- Supports statewide policy allowing local decision making for K-12 education mill levy matters. Local school districts should not have limits to their mill levy that force them to use sales tax to maintain services.

Municipal Finance

Capital Financing

The League:

- Supports enhancement of municipalities' flexibility to finance public projects economically and efficiently.
- Opposes any efforts to abolish or impair the effectiveness of the municipal bond interest exemption.

Census

The League supports sufficient federal funding support of the decennial census to assure a complete and accurate count that reflects population, municipal borders, regional equity, and hard to count populations.

Double Taxation

The League supports state legislation and local practices that eliminate the financial inequities created by the imposition of taxes on municipal residents for county services that are provided primarily or solely to residents in unincorporated areas.

Federal Policies

The League:

- Supports distribution of federal funds to municipal governments with a minimum of red tape and without excessive diversion at the federal and state levels.
- Supports establishment of advisory committees comprised of local government officials to ensure ongoing local input on state assumption and administration of federal programs that affect local governments.
- Supports continued funding of the Community Development Block Grant program.
- Supports continued direct funding of federal housing programs.
- Supports funding the Energy Block Grant program.
- Supports repeal of the Davis-Bacon Act or revisions thereto, including raising the project exemption amount, to eliminate wasteful red tape and enable state and local governments to stretch tax dollars for public works projects.
- Supports repeal or revisions in the application of the Fair Labor Standards Act to local governments to avoid the Act's costly and burdensome impacts on local government operations.
- Encourages recognition of Colorado's unique economic, social, and physical characteristics when federal action affects programs or projects of local concern.

- Opposes the direct or indirect taxation of the activities and operations of municipal government.
- Opposes tax reform proposals that would exacerbate the federal deficit, increase the cost of municipal capital investment, interfere with traditional state and local tax systems or preempt the deductibility of state and local taxes.
- Opposes the elimination of the tax-exempt status of municipal bonds.
- Opposes the denial of funds based upon a state's or municipality's failure to meet requirements of an unrelated program or because of factors beyond the control of the state or municipality.
- Opposes cuts in federal programs that disproportionately affect municipalities.
- Opposes imposition of federal standards upon local government operations and employees that do not apply equally to federal and state government operations and employees.
- Opposes the sale of federal lands to finance federal programs without local input.
- Supports the efficient and effective use of federal passthrough funding administered by the state with special attention to lowering project overhead costs and increasing local flexibility within federally mandated and reviewed companion regulations. The suitability of administrative requirements should be proportionate to project complexity, such as the difference between an Environmental Assessment and a more complex and expensive Environmental Impact Statement.

Beer and Liquor

The League:

- Supports the greatest amount of local control possible for liquor licensing and permitting.
- Supports coordination with the Colorado Liquor Enforcement Division.

Consolidation of Governments

The League supports voluntary consolidation of local government entities and services by mutual agreement.

Criminal Justice

The League:

- Supports state- and community-based intervention, prevention, and rehabilitation programs and state initiatives that respect the key role of communities and local government officials.
- Supports ensuring that municipal governments retain flexibility in implementing federal, state, and local criminal justice programs.
- Supports state funding for regional and local public safety programs that rely on the co-responder model which partners mental and behavioral health professionals with law enforcement for contacts with individuals with mental and behavioral health issues.
- Opposes state preemption of municipal authority to regulate firearms within municipalities.
- Opposes criminal justice initiatives that impose costs on municipalities without adequate state funding.

Economic Development

The League:

- Urges the state to allocate sufficient funding and staff to support robust, multifaceted programs that strengthen Colorado’s economic vitality by:
 - Supporting local economic diversification, business retention, job creation, regional collaboration, and tourism.
 - Coordinating closely with local governments.
- Respecting the wishes of directly affected communities by not promoting unwanted economic development projects. Encourages the federal government to support state and local government activities promoting economic development.
- Supports incentives to promote and encourage the rehabilitation and revitalization of local economies and downtowns.

Elections

The League:

- Supports the right of all municipalities under the Colorado state statutes to conduct free and fair nonpartisan elections at the municipal level that are unencumbered by state and federal overreach.
- Supports the continued retention of authority for home rule municipalities to administer the election process as a matter of local concern.
- Supports municipal control over alternative voting methods in local elections, and options for alternative voting methods and election schedules in local elections.
- Supports the continuation of mail-in ballots.

Electric and Natural Gas Services

The League:

- Supports the preservation of local control regarding the siting and permitting of utility facilities and energy projects.
- Opposes federal or state restrictions that limit the ability of municipalities to create new municipally-owned utilities.
- Opposes federal restrictions that would dictate territorial service areas or restrict the ability of municipally owned utilities to service customers within their municipalities, including newly annexed areas.
- Opposes federal legislation requiring states to implement retail competition.
- Opposes federal or state restructuring of the electric or natural gas industry if such restructuring:
 - restricts municipal authority to regulate the use of rights-of-way and to franchise and tax utilities and services;
 - interferes with services provided by municipally owned utilities;
 - fails to protect interests of all consumer classes; or
 - sacrifices environmental and social objectives protected under existing regulatory policies.
- Opposes efforts to prevent municipalities from extending utility services to newly annexed areas or providing utility services to customers in unincorporated county properties adjacent to the municipality.

Emergency Services

The League:

- Supports local control of emergency services, with the state serving as a resource for information, coordination, and training.
- Supports adequate state funding for agencies that assist local emergency services.
- Supports a voluntary, uniform statewide fire incident reporting system.
- Encourages strong intergovernmental coordination and increased federal funding to support local homeland security and first responder efforts.
- Supports expanded funding and fee authority for emergency communications, addressing declining landline use and growing mobile demand.

- **Energy**

The League:

- Supports the development of a balanced, long-term statewide energy plan with an overall goal of reducing greenhouse gas emissions.
- Supports the creation and expansion of statewide goals that provide targets and incentives for the implementation of renewable energy strategies and that also recognize the unique concerns of municipal electric and gas systems.
- Supports empowering municipalities to implement sustainable, reliable, and resilient long-term municipal energy needs.
- Supports municipal efforts to assess energy efficiency opportunities in their own operations and in their communities, setting energy efficiency targets, and creating local action plans.
- Supports retrofitting municipal facilities with energy efficient technologies, policies that enhance municipal energy conservation, and programs that promote the generation of alternative energy sources.
- Supports working with appropriate state and local agencies to educate municipalities on the use of energy efficient building codes.
- Opposes state preemption of municipalities in setting and implementing long-term renewable energy goals.
- Opposes state preemption of municipalities in the siting and permitting of energy projects.

Natural Resource Production

The League:

- Supports enhanced local input and mitigation powers of municipalities in addressing the environmental, health, safety, and economic impacts of energy extraction. Supports meaningful involvement of affected local governments by the Colorado Energy and Carbon Management Commission and the Colorado Department of Public Health and Environment in energy extraction decisions, with recognition of local health, safety, and environmental impacts.

Severance Tax and Federal Mineral Lease Revenue

The League:

- Supports a continued dialogue with local governments regarding the collection and distribution of severance tax and federal mineral lease revenues.
- Supports raising the severance tax rate and removing severance tax exemptions to generate additional revenue for impacted local governments and natural resource programs.

- Supports the development of a permanent trust fund using a portion of existing and new revenue from severance taxes and federal mineral leases, so long as such revenues can be made available to local governments.
- Opposes any reduction in the existing revenue streams of severance tax and federal mineral lease revenue to local governments.
- Supports financial and technical assistance to local governments affected by natural resource extraction to permit planning for and provision of municipal services and facilities.
- Opposes the appropriation of energy impact and mineral lease funds, historically set aside for local governments, to finance state programs and administrative costs of state government.
- Opposes off-the-top diversion of severance tax and federal mineral lease revenue.
- Supports the full restoration of energy impact and mineral lease funds used to finance state programs and costs of state government.

Environment

The League:

- Supports federal and state programs that encourage cleanup and reuse of “brownfield” property.
- Supports full federal funding for cleanup and ongoing maintenance and monitoring of contaminated federally owned or managed sites.
- Supports reasonable, practical enforcement of air and water pollution control laws.
- Supports regulation to meet regulatory goals that accounts for the fiscal conditions of municipalities.
- Supports adequate state regulation and enforcement of drilling and mining sites, production facilities and waste product storage and disposal facilities.
- Supports practices to assure public health, safety, environmental protection and the protection of domestic water sources.
- Opposes state preemption of local land use and watershed regulations.
- Supports the local control of the regulation of plastics and single-use containers.
- Opposes unfair shifts of funding responsibility to municipalities for state environmental and hazardous waste programs.
- Opposes state preemption of local government authority to adopt environmental ordinances.
- Opposes state mandates or regulations on locally owned or operated landfills that do not provide the subsequent funding necessary to comply with the new requirements.

Equity

The League:

- Supports efforts to end inequity based on race, gender, gender identity, religion, nationality, sexual orientation, age, or disability.
- Supports the protection of the rights and dignity of individuals and encourages programs and policies that address equity in areas such as criminal justice, employment, environment, housing, homelessness, health care, education, substance abuse treatment, and mental health.

Housing

The League:

- Supports an adequate supply of diverse housing options, regardless of income level, and continued public- and private-sector support for such an effort.
- Supports clarifying state statute to reflect that local governments have the authority to require affordable housing in new developments.
- Supports increased financial assistance from the federal government for housing needs of low- and moderate-income families.
- Supports state financial support for the Division of Housing's loan and grant program for low- and moderate-income housing.
- Supports preservation of Proposition 123 funding for the advancement of municipal efforts to increase affordable housing.
- Supports the continued efforts of the Colorado Housing Finance Authority to work with municipalities on the Authority's various housing loan programs.
- Supports efforts to upgrade substandard housing.
- Supports the preservation, revitalization and redevelopment of existing neighborhoods.
- Supports public and private financial assistance programs and state funding to address the needs of the persons experiencing homelessness.
- Supports the establishment of mechanisms to impose alternative funding sources for housing.
- Supports municipal authority to determine affordability based on Area Median Income and other relevant factors.
- Supports programs that involve municipalities in addressing foreclosures.
- Supports preservation of the State Affordable Housing Fund for the voter-approved purpose of funding affordable housing through local governments
- Opposes state preemptions of municipal authority to regulate land for residential uses, especially when not connected to any requirements of affordability.
- Opposes state preemption of local authority to adopt and enforce ordinances that regulate use of public spaces.

Initiative Reform

The League:

- Supports efforts to maintain the state constitution as a basic framework for government rather than as an embodiment of statutory law, while maintaining the citizen lawmaking process, by supporting additional protections for statutory law made by citizen initiative.

- Supports the creation of mechanisms for judicial review of initiated local legislation before elections to avoid unnecessary expenditures of public funds.

Limited Gaming

The League:

- Supports Colorado's limited gaming framework as written in the Colorado Constitution.
- Supports preservation and restoration of the limited gaming fund which distributes portions of the proceeds of tax collected to the state historical fund and gaming cities and towns.
- Supports preservation of the local government limited gaming impact fund which provides grants to local communities for gaming impacts.

Lottery

The League supports preserving all lottery proceeds for park, recreation, open space, and wildlife purposes pursuant to the Great Outdoors Colorado program adopted by Colorado voters.

Regulated Substances

The League:

- Supports maximum local control for municipal regulation and licensing of cultivation facilities, product manufacturing facilities, testing facilities, and retail stores.
- Supports a local option to prohibit cultivation facilities, product manufacturing facilities, testing facilities, and retail stores.
- Supports maximum local control for municipal regulation and licensing of hemp cultivation, both indoor and outdoor; manufacturing; testing; extraction; and retail stores.
- Supports maximum local control to enforce local ordinances for regulated substances.

Municipal Court Operations

The League:

- Supports the authority of home rule municipalities to provide, regulate, conduct, and control municipal courts as stated in Art. XX of the Colorado Constitution.
- Supports state funding for municipal specialty courts and restorative justice programs to deliver necessary resources and reduce recidivism.
- Supports the authority of home rule municipalities to establish ordinances for the protection of the public health, safety, and welfare, and to impose locally-determined penalties for violations.
- Supports opportunities for municipalities to create innovative alternatives to criminal penalties.
- Supports cooperation between state, county, and local law enforcement and criminal justice agencies.
- Support funding, infrastructure, and other resources to increase court data sharing, both between municipal courts and between municipal and state courts.
- Supports modifications to state law that increase the ability of municipal courts to require defendants to appear in court or to penalize defendants for failing to appear.
- Opposes imposition of state surcharges on municipal court fines for the purpose of funding state programs.

- Opposes mandatory administrative and operational requirements that increase fiscal burdens on municipal courts.
- Opposes limitations on the authority of municipalities to adjudicate violations of local ordinances, including those involving juvenile offenders.

Municipal Land Use Authority

The League supports local control and determination of local land use issues. In general, the League supports state laws and policies that encourage new residential, commercial, and industrial development to occur within existing municipalities and that discourage the sprawl of urban, suburban, or exurban development into rural and unincorporated areas of the state. In addition, the League specifically:

- Supports prohibition of the incorporation of new cities and towns adjacent to, or within the service areas of, existing municipalities.
- Supports increased municipal and, within unincorporated areas, county controls over the formation of special districts, placing additional limitations on the powers exercised by such districts and, where practicable, providing for the dissolution or phasing out of special districts.
- Supports appropriate efforts to permit application and enforcement of municipal ordinances, such as building codes, fire codes, subdivision regulations, and zoning ordinances, to buildings and improvements proposed to be constructed by government entities.
- Supports municipal discretion concerning the imposition of development fees and requirements.
- Supports municipal discretion to adopt, update, and enforce local building codes, including those that meet or exceed state standards.
- Supports the clear authority of municipalities to collect an impact fee for schools.
- Supports financial and technical assistance to municipal governments in the areas of planning and land use.
- Supports municipalities, when appropriate, in utilizing sub-local governments (neighborhood, nonprofit, and civic organizations and homeowners' associations) in developing and implementing solutions to specific localized issues.
- Encourages measures that promote intergovernmental cooperation on land use issues.
- Encourages coordination of land use, transportation, and infrastructure planning.
- Encourages municipalities when using tax increment financing to promote communication and intergovernmental cooperation with affected local governments.
- Opposes efforts to restrict municipal annexation authority.
- Opposes delegation of municipal land use authority to state agencies or preemption of municipal land use controls.
- Opposes federal or state restrictions, beyond those constitutional restrictions that have been defined by recent Supreme Court decisions, on the ability of federal, state, or local governments to regulate private property or to exercise the power of condemnation for the benefit of public health, safety, and welfare.
- Opposes unreasonable restrictions on urban renewal authorities and downtown development authorities.
- Opposes federal or state preemption of municipal land use with the wildland urban interface.

Opposes the imposition of arbitrary timelines on municipal permitting.

Natural Disasters

The League:

- Supports specific modifications to the Taxpayer's Bill of Rights (TABOR) to better define an "emergency," specify the amount of time for repayment of any TABOR reserve dollars spent, and to create clarity to ensure state financial assistance can be used specifically for recovery without violating TABOR revenue and spending limitations.
- Supports state financial support to assist local governments with disaster mitigation, response, and recovery in their communities.
- Supports legislation that reduces systemwide underinsurance and improves the transparency of the coverage gap that a private property owner has with their existing policy.
- Supports eliminating the practice of insurance companies requiring contents itemization in total losses to receive the contents coverage stated in a policy.
- Supports regulating the loss ratio for property and casualty insurance so that premiums paid go to cover losses and do not become excessive.
- Supports exploration of reinsurance for disaster impacts and supports legislation to address insurance availability to ensure community members have access to insurance.
- Supports exploration of public insurance to address availability.
- Supports targeted reforms to the Federal Emergency Management Agency (FEMA) designed to provide faster access to funding, reduced administrative burdens, predictable procurement standards, expanded housing and sheltering options aimed at easing displacement challenges, new funding and financing opportunities for resilience projects, and greater transparency of FEMA's decision-making.

Police, Fire, and Other Pension and Employee Benefits

The League:

- Supports equitable levels of state funding for volunteer firefighters' pensions.
- Opposes mandates that increase the cost of or create inequities among municipal employee pensions, workers' compensation, or other employee benefits.
- Opposes unfunded mandates for public employee benefits or other unreasonable burdens or restrictions in connection with the administration of municipal employee benefit plans.
- Opposes mandated "Police Officers Bill of Rights" interfering with the management and budget prerogatives of local governments.

Postal Service

The League supports legislation and administrative action by the United States Postal Service requiring use of mailing addresses and ZIP codes that reflect the corporate boundaries of cities and towns to eliminate confusion among citizens and businesses and to reinforce community identities.

Privatization

The League supports the use of private-sector businesses to provide public services when determined by municipal officials to be in the public interest.

Public Employment

The League opposes efforts to interfere with a municipality's ability to determine the terms and conditions of municipal employment.

- Supports local decision-making regarding employee organization, collective bargaining, and career service protections.
- Supports the ability of municipalities to regulate public employee conduct and the pursuit of appropriate employee discipline in the public interest.

Public Liability

The League:

- Supports the availability of public liability insurance at reasonable costs and the ability of municipalities to reduce such costs through self-insurance or other reasonable means.
- Supports reasonable federal limitations on and reduction in the liability for monetary damages payable by public entities, public employees, and elected officials in suits brought under federal laws.
- Supports limitations on the liability of municipalities and their officers and employees. Opposes efforts to expand the liability of public entities and public employees, including unlimited or expanded liability, indemnification requirements, excessive mandatory minimum penalties, and inequitable attorney fee shifting provisions

Purchasing

The League supports the authority of municipal officials to determine local purchasing and contracting procedures.

Records

The League:

- Supports transparent record-keeping practices and the right of municipal governments to keep and maintain their own records.
- Opposes undue burdens placed upon municipalities to report or provide municipal records to the public, state, or federal government.
- Supports the authority of municipalities to charge research and retrieval fees for open records requests.
- Supports the authority of municipalities to establish reasonable regulations for open records requests.

Substance Use Disorder

The League:

- Supports state funding for local treatment, prevention, diversion, and recovery programs to address impacts of the substance use disorder, mental health, behavioral health, and opioid epidemic in Colorado.
- Supports the attorney general's authority for opioid settlement funding distribution.

Sustainability

The League:

- Supports the concept of sustainability and sustainable solutions that meet the needs of the present population without compromising the ability of future generations to meet their needs.
- Supports state and local partnerships and resources to improve waste diversion and recycling programs across the state in a manner that respects local control.
- Opposes state preemption of local government authority to adopt environmental ordinances that are more protective than state standards.
- Opposes state sustainability mandates that impose costs on or shift costs to municipalities.

Telecommunications

The League:

- Supports the retention of municipal regulatory authority over cable television systems.
- Supports affordable access by all municipalities to redundant high-speed broadband, telecommunication, and information services.
- Supports options to level the playing field for smaller broadband and telecommunications providers to compete throughout Colorado.
- Supports federal and state resources for the development of broadband infrastructure in unserved and underserved areas and enhanced service in all service areas.
- Opposes federal or state restrictions on local control of municipal rights-of-way.
- Opposes federal or state restrictions on the authority of local governments to develop or acquire their own broadband or telecommunications infrastructure.
- Opposes federal or state restrictions on municipal franchising, regulatory, and taxing authority over telecommunications systems.
- Opposes federal or state restrictions or mandates on local permitting of telecommunications facilities.

Transportation & Transit

The League:

- Supports a comprehensive statewide solution that solves Colorado's long-term transportation challenges at every level of government and provides a sustainable revenue source that meets the needs of Colorado citizens today as well as future generations, including funding to assist local governments to improve air quality.
- Supports increased funds to finance pressing surface transportation needs with an equitable portion of new revenues returned to cities and towns.
- Supports funding for vulnerable road user projects to support walkable and bikeable neighborhoods.
- Supports the Colorado Department of Transportation (CDOT) assumption of street lighting and general maintenance costs on state highways within municipalities.
- Supports clarification that federal railroad laws do not preempt local governmental authority to protect the safety and environment of citizens.

- Supports preservation of the federal funding guarantees for transportation and proportional allocation of all federal transportation taxes and funds for their intended transportation purposes.
- Supports efforts to improve commercial and general aviation throughout Colorado.
- Supports legislation that enables and encourages autonomous vehicles that are clean-fueled and safe, while preserving local control over regulation and local implementation.
- Encourages a balanced state transportation policy that addresses the need to maintain and expand alternative transportation modes and public infrastructure adjoining roadways and rights-of-way, and demand management options to improve Colorado's transportation system by supporting:
 - Close cooperation among CDOT, counties, municipalities, and interested stakeholders in improving Colorado's multi-modal transportation system.
 - Preservation of the constitutional requirement that highway user revenues be used for the construction, maintenance and supervision of the public highways of the state, comprising all modes including, but not limited to, facilities for air, transit, bicycle, and pedestrian travel.
 - Greater flexibility and increased revenues for multi-modal transportation systems.
 - Fair and equitable funding for the development and implementation of electric vehicle infrastructure across the state.
 - Opposes additional "off-the-top" diversions from the Highway Users Tax Fund.

Water

The League:

- Supports water policies that protect Colorado water resources.
- Supports the constitutional doctrine of prior appropriation and the constitutional priority given to domestic water use.
- Supports the inventorying and protection by municipalities of their water rights.
- Supports appropriate water conservation efforts and sustainable water resource management practices by all users.
- Supports efforts to increase knowledge of water-related issues of concern around the state to municipalities.
- Supports participation in statewide discussions of water use and distribution.
- Supports appropriate coordination of municipal water use with other uses including agriculture, mineral resource development, energy development, recreation, and open space.
- Supports federal and state financial aid programs assisting municipalities, including recognition of the special needs of smaller municipalities, with the construction and improvement of water systems to protect water quality and to comply with federal and state mandates.
- Supports continued federal and state funding for wastewater treatment and drinking water facilities to reduce local costs and expedite construction of necessary treatment and collection facilities.
- Supports stakeholder input and involvement in developing laws and regulations related to water and wastewater issues.
- Encourages on-going communication by federal land managers with affected municipalities regarding the leasing of federal lands that might impact local land use and environmental policies including, but not limited to, local watershed ordinances.

- Supports continued and additional funding for the Colorado Water Plan and programs to implement its goals.

Youth

The League:

- Supports municipal and other efforts to address youth issues and needs.
- Recognizes the influence that parents in partnership with nonprofit and religious organizations, local businesses, and other governmental jurisdictions have on the development of youth.
- Encourages utilization by public schools in cooperation with local governments of League-published or other civics curriculum to educate students in state and local government.



Mead Police Department

July Mid-Monthly Activity - 2026

CALLS FOR SERVICE (Days 1 – 15): 456

TRAFFIC STOPS: 41

CRASHES: 28 (12 on I-25)

WARNINGS: 44

CITATIONS: 17

REPORTS: 32

ARRESTS: 2

NOTABLE CALLS FOR SERVICE:

INCIDENT TYPE	ADDRESS	CASE NUMBER
Assist Other Agency	Kimbark St	26ML00352
Traffic Accident Hit and Run	HIGHWAY 66 / WCR 7	26ML00353
Traffic Accident	INTERSTATE 25 RAMP S / WELKER AVE	26ML00354
Harass	S VALLEY DR	26ML00355
Traffic Accident	HIGHWAY 66 / MEAD ST	26ML00356
Theft	MEAD ST	26ML00357
Traffic Accident with Inj.	COLORADO BLVD / WCR 32	26ML00358
Harass	MAIN ST	26ML00359
Traffic Accident Hit and Run	WCR 5 / HIGHWAY 66	26ML00360
Fraud Activity	ADAMS AVE	26ML00361
Restraining Order	WESTVIEW DR	26ML00362
Disturbance With Weapons	11TH ST	26ML00363
Trespass	PALMER AVE	26ML00364
Follow Up	CHARBRAY ST	26ML00365
Assist Other Agency	EMERY ST	26ML00366
Harass	3RD ST	26ML00367
Meet	PACIFIC CIR	26ML00368

INCIDENT TYPE	ADDRESS	CASE NUMBER
Fraud Activity	County Road 32	26ML00369
Theft	HUNTERS RIDGE DR	26ML00370
Meet	MAIN ST	26ML00371
Assist Other Agency	MAIN ST	26ML00372
Disturbance	WESTVIEW DR	26ML00373
Traffic Accident	MM 245-5 I 25 NB	26ML00374
Traffic Accident	HIGHWAY 66 / WCR 9.5	26ML00375
Traffic Accident with Inj.	FOSTER RIDGE DR / HIGHWAY 66	26ML00376
Traffic Accident	FOSTER RIDGE DR / HIGHWAY 66	26ML00377
Theft	HIGHLAND DR	26ML00378
Theft	E INTERSTATE 25 FRONTAGE RD / WELKER AVE	26ML00379
Harass	PALMER AVE	26ML00380
Theft	VALLEY DR	26ML00381
Theft	HIGHWAY 66	26ML00382
Animal Complaint	BLUE HERON CT	26ML00383



PROCLAMATION National Night Out August 4, 2026

WHEREAS the National Association of Town Watch (NATW) sponsors a national community-building campaign on Tuesday, August 4, 2026, entitled “National Night Out”; and

WHEREAS National Night Out is celebrating over 40 years of community-building that promotes strong police-community partnerships and neighborhood camaraderie to make our neighborhoods safer, more caring places to live and work; and

WHEREAS the residents of Mead play a vital role in assisting the Mead Police Department through joint community-building efforts; and

WHEREAS the National Night Out campaign provides an opportunity for residents in Mead to join over 38 million neighbors across 17 thousand communities from all 50 states, U.S. territories and military bases worldwide; and

WHEREAS it is essential that all neighbors of Mead come together with the police and work together to build a safer, more caring community; and

NOW, THEREFORE, I, Colleen G. Whitlow, Mayor of the Town of Mead, do hereby proclaim August 4, 2026, as **National Night Out** and urge our citizens to join us for this event.

Given under my hand and Seal of the Town of Mead, Colorado on this 27th day of July 2026.

Colleen G. Whitlow
Mayor



Board of Trustees Meeting

441 3rd Street, Mead

July 13, 2026

Minutes

5:15 p.m.

Mead Urban Renewal Authority Special Meeting

6:00 p.m. to 10:00 p.m.

Regular Meeting

1. Call to Order – Roll Call

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

A regular meeting of the Board of Trustees of the Town of Mead, CO was called to order at 06:07 PM, there being present the following members to wit:

Mayor Colleen Whitlow
Mayor Pro Tem Trisha Harris (via remote access)
Trustee David Adams
Trustee Chris Cartwright
Trustee Jeremiah R Crane
Trustee Brad Hagen
Trustee Herman Schranz

Also present: Town Manager Helen Migchelbrink; Town Attorney Marcus McAskin; Town Clerk Milissa Peters-Garcia; Administrative Services Director Mary Strutt; Police Chief Brent Newbanks; Community Development Director Todd Bjerkaas; Communications Director Lorelei Nelson; and Town Engineer / Public Works Director Erika Rasmussen.

Attending via remote access: Mayor Pro Tem Harris, Dmitriy Chernyak, Karen Yank and members of the public.

2. Moment of Silence

Mayor Whitlow requested the observance of a moment of silence for the pilot killed fighting the Gold Mountain fire.

3. Pledge of Allegiance to the Flag

The assembly pledged allegiance to the flag.

4. Review and Approve Agenda

Trustee Crane requested that item 9d be removed from the consent agenda for discussion.

Trustee Adams motioned to Approve the Agenda as amended. Trustee Crane seconded the motion.

Ayes: Mayor Whitlow, Mayor Pro Tem Harris, Trustee Adams, Trustee Cartwright, Trustee Crane, Trustee Hagen, Trustee Schranz.

Nays: None
Abstaining: None
Passed

5. Staff Report: Town Manager Report

a. Manager Report

Town Manager Helen Migchelbrink discussed the underpass grant being signed and that the elementary school ball field are not available for Town use this summer.

6. Informational Items

a. Police Life Saving Award

Officer Cramblet presented a Police Life Saving Award to a 9 year old boy who assisted in a pool emergency.

b. 2025 Audited Financial Statements

Dmitriy Chernyak of DMC Auditing & Consulting provided a presentation on the 2025 audit and explained the process.

Lorraine Trotter of Professional Management Services reviewed the audit and operating funds.

Trustees discussed litigation liability and Administrative Services Director Mary Strutt confirmed disclosure of any outstanding litigation matters.

c. Branding and Monumentation

Town Engineer/Public Works Director Erika Rasmussen provided an overview of the Mead Gateway Art project and introduced artist Karen Yank.

Artist Karen Yank spoke to the Board about her experience and provided renderings of the proposed artwork for the Mead Gateway roundabouts.

7. Proclamations

a. Parks and Recreation Month July 2026

Trustee Adams motioned to Approve the signing of the Parks and Recreation Month July 2026 proclamation. Trustee Cartwright seconded the motion.

Ayes: Mayor Whitlow, Mayor Pro Tem Harris, Trustee Adams, Trustee Cartwright, Trustee Crane, Trustee Hagen, Trustee Schranz

Nays: None

Abstaining: None

Passed

8. Public Comment:

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

Don Smith discussed the artwork for the roundabouts.

9. Consent Agenda:

Consent Agenda items are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion of Consent Agenda items unless a Board member so requests, in which case the item may be removed from the Consent Agenda and considered at the end of the Consent Agenda. Because the Consent Agenda includes Town payables (bills list/check register) and routinely includes contracts and other items

involving the expenditure of Town funds, the Town Clerk shall require a roll call vote on the Consent Agenda, as required by MMC Sec 2-2-190(a). Consent Agenda includes:

Trustee Schranz motioned to approve the Consent Agenda items a-c and e-g. Trustee Adams seconded the motion.

Ayes: Mayor Whitlow, Mayor Pro Tem Harris, Trustee Adams, Trustee Cartwright, Trustee Crane, Trustee Hagen, Trustee Schranz

Nays: None

Abstaining: None

Passed

- a. Approval of Minutes - Regular Meeting June 29, 2026
- b. June 2026 Aging Report
- c. Check Register July 13, 2026
- d. **Resolution No. 40-R-2026** – A Resolution of the Town of Mead, Colorado, Approving an Art Fabrication and Installation Agreement between the Town of Mead and Karen Yank for the Town of Mead Gateway at CR 34 & I-25 Interchange

Trustees discussed the cost and the need for the artwork to be located at the Mead Gateway roundabouts.

Trustee Schranz motioned to approve **Resolution No. 40-R-2026** – A Resolution of the Town of Mead, Colorado, Approving an Art Fabrication and Installation Agreement between the Town of Mead and Karen Yank for the Town of Mead Gateway at CR 34 & I-25 Interchange. Trustee Cartwright seconded the motion.

Ayes: Mayor Whitlow, Mayor Pro Tem Harris, Trustee Adams, Trustee Cartwright, Trustee Schranz

Nays: Trustee Crane, Trustee Hagen,

Abstaining: None

Passed

- e. **Resolution No. 44-R-2026** – A Resolution of the Town of Mead, Colorado, Accepting a Grant from the Colorado Department of Local Affairs for the Construction of the Mead Police Station
- f. **Resolution No. 45-R-2026** - A Resolution of the Town of Mead, Colorado, Approving a Cooperation Agreement Between the Town of Mead, Colorado and Mead Urban Renewal Authority Relating to the Construction of a Police Facility (the "Town Project")
- g. **Ordinance No. 1111** - An Ordinance of the Town of Mead, Colorado, Concerning the Financing of the Acquisition and Construction of a Police Station Facility, and Other Capital Improvements, with Associated Amenities and Supporting Public Improvements, and in Connection therewith Authorizing Execution and Delivery by the Town of a Site Lease Agreement, A Lease Purchase Agreement, and Other Documents Related Thereto; and Providing Other Matters Related Thereto

10. Public Hearing

- a. Public Hearing: Parks, Recreation, Open Space and Trails Master Plan (PROST)
 - i. **Resolution No. 46-R-2026** – A Resolution of the Town of Mead, Colorado, Adopting the Parks, Recreation, Open Space, and Trails Master Plan

Mayor Whitlow opened the public hearing at 7:38 p.m.

Taylor Broyhill of Logan Simpson provided a presentation on the PROST plan, community engagement, parks, trails, implementation, and prioritization.

There were no public comments.

Trustees discussed the proposed trail around Mulligan Reservoir, the gun and fishing club, secondary trails and adding amenities like benches and water stations. Community Development Director Todd Bjerkaas explained that the proposed trail around the reservoir had been pulled back away from shore, some portions of the trail were removed, and that future development would come before the Board for approval.

Mayor Whitlow closed the public hearing at 8:14 p.m.

Trustee Hagen motioned to Approve **Resolution No. 46-R-2026** – A Resolution of the Town of Mead, Colorado, Adopting the Parks, Recreation, Open Space, and Trails Master Plan. Trustee Crane seconded the motion.

Ayes: Mayor Whitlow, Mayor Pro Tem Harris, Trustee Adams, Trustee Cartwright, Trustee Crane, Trustee Hagen, Trustee Schranz

Nays: None

Abstaining: None

Passed

11. Public Comment:

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

Resident Don Smith commented on the roundabout artwork process.

12. Elected Official Reports

a. Town Trustees

Trustees congratulated staff on a clean audit, discussed sprinklers at the parks, and after-hours contact information.

b. Mayor Whitlow

Mayor Whitlow spoke about the Blushing Raven bookstore grand opening, the 40th Anniversary of OmniTrax, and the DRCOG meeting.

13. Adjournment

Trustee Schranz motioned to Adjourn Adjournment. Trustee Crane seconded the motion.

Ayes: Mayor Whitlow, Mayor Pro Tem Harris, Trustee Adams, Trustee Cartwright, Trustee Crane, Trustee Hagen, Trustee Schranz

Nays: None

Abstaining: None

Passed

The Regular Meeting of the Town of Mead Board of Trustees was adjourned at 08:24 PM on Monday, July 13, 2026.

Colleen G. Whitlow, Mayor

ATTEST:

Mary E. Strutt, MMC, Town Clerk

TOWN OF MEAD
COMBINED CASH INVESTMENT
JUNE 30, 2026

COMBINED CASH ACCOUNTS

99-01-1001	SOUTHSTATE BANK - CHECKING	2,529,138.00
99-01-1002	TBK BANK - OFFICE CHECK	68,135.54
99-01-1003	TBK BANK - MONEY MARKET	147,427.20
99-01-1005	TBK BANK - FLEX DEBIT CARDS	34,650.63
99-01-1011	XPRESS DEPOSIT ACCOUNT	44,115.68
99-01-1023	COLOTRUST PLUS	8,348,835.60
99-01-1024	COLOTRUST PRIME	11,881.40
99-01-1025	CSIP	6,060,403.41
99-01-1026	CSAFE	9,322,826.60
99-01-1075	UTILITY CASH CLEARING	354.56
99-01-1076	A/R CASH CLEARING	16,846.28
99-01-1077	COURT CASH CLEARING	(5,259.50)
TOTAL COMBINED CASH		26,579,355.40
99-01-0100	CASH ALLOCATED TO OTHER FUNDS	(26,579,355.40)

TOTAL UNALLOCATED CASH	.00
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CASH ALLOCATION RECONCILIATION

1	ALLOCATION TO GENERAL FUND	8,355,194.91
4	ALLOCATION TO STREET IMPROVEMENT FUND	1,463,163.45
5	ALLOCATION TO CONSERVATION TRUST FUND	42,916.03
6	ALLOCATION TO SEWER FUND	1,607,699.18
8	ALLOCATION TO POLICE IMPACT FUND	12,357.31
9	ALLOCATION TO MUNIL FACILITIES IMPACT FUND	2,464,235.24
14	ALLOCATION TO TRANSPORTATION IMPACT FUND	(1,053,632.94)
18	ALLOCATION TO PARKS & OPEN SPACE IMPACT FUND	338,220.43
19	ALLOCATION TO CAPITAL IMPROVEMENT FUND	5,224,915.83
20	ALLOCATION TO MEAD URBAN RENEWAL AUTHORITY	8,041,794.61
30	ALLOCATION TO ELEVATION 25 GEN'L IMPVT DIST.	64,269.06
31	ALLOCATION TO HIGHWAY 66 & I-25 GENERAL IMPR	18,222.29
TOTAL ALLOCATIONS TO OTHER FUNDS		26,579,355.40
ALLOCATION FROM COMBINED CASH FUND - 99-01-0100		(26,579,355.40)

ZERO PROOF IF ALLOCATIONS BALANCE	.00
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TOWN OF MEAD
BALANCE SHEET
JUNE 30, 2026

GENERAL FUND

ASSETS

01-01-0100	COMBINED CASH	8,355,194.91	
01-01-1007	CASH DRAWER - TOWN HALL	600.00	
01-01-1008	CASH DRAWER - COMM CTR	200.00	
01-01-1250	PROPERTY TAXES RECEIVABLE	2,505,450.48	
01-01-1300	A/R - BILLED ACCOUNTS	252,440.45	
01-01-1301	A/R - GENERAL	1,003,022.05	
01-01-1302	PREPAID EXPENSE	42,483.58	
01-01-1303	PREPAID EXPENSES--PITNEY BOWES	1,295.52	
01-01-1304	PREPAID EXP--WELD CLK & RECORD	98.00	
01-01-1307	24HOUR FLEX DEPOSIT	1,500.00	
01-01-1310	A/R OTHER	250,000.00	
	TOTAL ASSETS		12,412,284.99

LIABILITIES AND EQUITY

LIABILITIES

01-02-2000	ACCOUNTS PAYABLE	195,610.83	
01-02-2300	457(B) DEFERRED COMP PAYABLE	8,869.67	
01-02-2301	SALARIES & WAGES PAYABLE	133,489.65	
01-02-2302	FLEXPLAN PAYABLE	8.40	
01-02-2303	HSA PAYABLE	2,725.00	
01-02-2305	GARNISHMENTS PAYABLE	2,446.00	
01-02-2306	RESTITUTION PAYABLE	659.64	
01-02-2307	SURCHARGE PAYABLE	25.00	
01-02-2308	DEPOSITS PAYABLE	17,063.48	
01-02-2310	EMPLOYEE HEALTH INS. PAYABLE	28,179.97	
01-02-2311	FPPA PAYABLE	17,302.16	
01-02-2312	WORKERS COMP INSURANCE PAYABLE	(39,557.52)	
01-02-2314	401(A) CONTRIBUTIONS PAYABLE	879.49	
01-02-2400	FED. WITHHOLDING TAX PAYABLE	20,996.97	
01-02-2401	SOCIAL SECURITY TAX PAYABLE	12,748.11	
01-02-2402	MEDICARE TAX PAYABLE	5,189.49	
01-02-2403	STATE WITHHOLDING TAX PAYABLE	19,639.18	
01-02-2404	STATE UNEMPLOYMENT TAX PAYABLE	2,187.05	
01-02-2410	ACCRUED PAYROLL & BENEFITS	47,212.53	
01-02-2600	WARRANTY FUNDS	361,448.40	
01-02-2610	DEVELOPER DEPOSITS	277,000.00	
01-02-2615	DEVELOPER LIABILITIES	13,061.63	
01-02-2700	DEFERRED INFLOWS- PROPERTY TAX	2,505,450.48	
	TOTAL LIABILITIES		3,632,635.61

FUND EQUITY

01-02-3001	FUND BALANCE	7,590,844.13	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	1,188,805.25	
	BALANCE - CURRENT DATE	1,188,805.25	

TOWN OF MEAD
BALANCE SHEET
JUNE 30, 2026

GENERAL FUND

TOTAL FUND EQUITY

8,779,649.38

TOTAL LIABILITIES AND EQUITY

12,412,284.99

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

GENERAL FUND

	YTD ACTUAL2024-	YTD ACTUAL 2025-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCNT
<u>TAXES</u>						
01-10-4000 PROPERTY TAX	2,580,709.11	1,857,630.12	100,419.51	1,896,188.43	2,507,399	75.6
01-10-4010 SALES TAX	1,813,720.66	1,820,161.69	345,493.00	2,175,555.25	4,680,000	46.5
01-10-4012 LODGING TAX	370.00	5,129.84	8.00	2,952.00	30,000	9.8
01-10-4020 SPECIFIC OWNERSHIP TAX	54,847.97	59,942.73	10,026.15	50,702.48	108,900	46.6
01-10-4030 BUILDING PERMIT USE TAX	264,849.50	240,765.19	45,537.30	231,635.93	577,070	40.1
01-10-4040 CIGARETTE TAX	4,508.50	4,154.29	800.85	4,022.24	12,000	33.5
01-10-4050 MURA REVENUE SHARING	162,102.16	73,666.50	39,733.58	201,166.69	239,255	84.1
01-10-4070 FEDERAL MINERAL LEASE	.00	.00	.00	.00	40,000	.0
01-10-4071 STATE SEVERANCE TAXES	.00	.00	.00	.00	135,000	.0
TOTAL TAXES	4,881,107.90	4,061,450.36	542,018.39	4,562,223.02	8,329,624	54.8
<u>FEES AND PERMITS</u>						
01-11-4100 BUILDING PERMIT FEES	269,509.38	312,239.10	36,738.37	298,829.90	586,921	50.9
01-11-4102 OTHER PERMITS	5,483.19	121,310.81	1,255.00	5,425.00	10,000	54.3
01-11-4103 CONVENIENCE FEE	19,409.31	17,526.31	6,547.12	23,547.76	50,000	47.1
01-11-4110 BUILDING PERMIT - ADMIN. FEES	30,450.00	22,227.88	3,800.00	29,127.25	40,500	71.9
01-11-4111 PASSPORT FEES	2,405.00	4,535.00	120.00	2,715.00	8,000	33.9
01-11-4112 TOWN HALL/PARK FEES	1,270.00	1,035.00	.00	3,211.52	1,500	214.1
01-11-4113 BUSINESS ADVERTISING FEE	.00	.00	.00	82.04	0	.0
01-11-4115 SHOPPING BAG FEES	119.13	455.10	.00	540.96	2,500	21.6
01-11-4116 EV CHARGING FEE REVENUE	.00	285.09	352.29	2,376.03	1,500	158.4
01-11-4117 COMMUNITY CENTER RENTAL FEES	.00	.00	.00	.00	2,000	.0
01-11-4120 FRANCHISE FEES	139,992.85	168,171.10	34,922.43	174,265.46	330,000	52.8
01-11-4130 DEVELOPER APPLICATION FEES	10,151.56	9,991.86	5,196.09	13,108.69	30,000	43.7
01-11-4140 ROYALTIES	55,446.50	50,237.40	1,392.78	34,219.90	90,000	38.0
01-11-4141 ADMINISTRATIVE CHARGES	.00	.00	.00	.00	24,125	.0
TOTAL FEES AND PERMITS	534,236.92	708,014.65	90,324.08	587,449.51	1,177,046	49.9
<u>LICENSES</u>						
01-12-4200 BUSINESS/SALES TAX LICENSE	8,030.81	5,679.19	850.00	6,050.00	15,000	40.3
01-12-4210 LIQUOR LICENSE	2,627.50	552.50	.00	1,825.00	4,500	40.6
01-12-4220 PET LICENSES	335.00	145.00	.00	60.00	500	12.0
TOTAL LICENSES	10,993.31	6,376.69	850.00	7,935.00	20,000	39.7

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

GENERAL FUND

	YTD ACTUAL2024-	YTD ACTUAL 2025-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCNT
<u>CHARGES FOR SERVICES</u>						
01-13-4304 IGA--SCHOOL RESOURCE OFFICERS	.00	.00	.00	.00	434,952	.0
01-13-4305 SCHOOL GUARD REIMBURSEMENT	11,955.81	10,364.01	.00	5,880.50	22,000	26.7
01-13-4310 NEW DEVELOPMENT CHARGES	188,004.58	183,109.13	73,729.00	192,592.75	275,000	70.0
01-13-4360 SALES OF MERCHANDISE	100.00	3,472.48	60.00	2,380.00	4,500	52.9
01-13-4624 SENIOR EVENT FEES	220.00	.00	.00	.00	0	.0
01-13-4625 RECREATION REGISTRATION FEES	38,115.00	38,110.52	6,961.99	58,986.79	80,000	73.7
TOTAL CHARGES FOR SERVICES	238,395.39	235,056.14	80,750.99	259,840.04	816,452	31.8
<u>FINES AND FORFEITS</u>						
01-14-4420 COURT FINES	26,738.10	32,730.50	2,579.00	20,584.50	75,000	27.5
01-14-4422 COURT COSTS	10,548.00	9,642.00	840.00	7,732.00	22,500	34.4
01-14-4423 POLICE REPORTS	1,787.25	1,277.25	367.50	2,620.50	2,500	104.8
01-14-4620 MISC. POLICE INCOME	334.00	3,189.00	125.00	762.59	6,000	12.7
TOTAL FINES AND FORFEITS	39,407.35	46,838.75	3,911.50	31,699.59	106,000	29.9
<u>GRANTS & ECONOMIC DEVELOPMENT</u>						
01-15-4511 GRANT - DOJ - POLICE	.00	.00	.00	766.00	0	.0
01-15-4513 DOLA GRANT--LAND USE CODE	.00	21,261.29	.00	.00	30,000	.0
01-15-4516 GRANT - UNITED WAY	1,000.00	3,500.00	.00	3,300.00	2,500	132.0
01-15-4519 GRANT--MAIN STREET GRANTS	.00	.00	.00	.00	160,000	.0
01-15-4526 POLICE GRANTS	8,141.18	4,000.00	994.00	14,790.39	55,000	26.9
TOTAL GRANTS & ECONOMIC DEVELOPME	9,141.18	28,761.29	994.00	18,856.39	247,500	7.6
<u>MISCELLANEOUS</u>						
01-18-4619 INTEREST & DIVIDEND INCOME	265,643.16	187,058.64	23,086.25	143,004.08	327,250	43.7
01-18-4620 MISC. INCOME	29,521.48	9,757.79	250.00	24,552.49	30,000	81.8
01-18-4622 DONATIONS/FUNDRAISING	600.00	666.00	.00	2,126.00	8,000	26.6
01-18-4623 SALE OF ASSETS	5,995.00	.00	.00	5,697.50	10,000	57.0
01-18-4625 METRO DISTRICT PAYMENTS	23,450.60	35,670.56	25,164.66	265,997.13	232,000	114.7
01-18-4627 LEASE PROCEEDS	.00	.00	.00	.00	133,000	.0
01-18-4628 CASH OVER/(SHORT)	.00	.00	.00	39.00	100	39.0
01-18-4648 DELINQUENT INTEREST EARNED	228.00	233.49	83.30	295.33	4,000	7.4
TOTAL MISCELLANEOUS	325,438.24	233,386.48	48,584.21	441,711.53	744,350	59.3
TOTAL FUND REVENUE	6,038,720.29	5,319,884.36	767,433.17	5,909,715.08	11,440,972	51.7

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

GENERAL FUND

	YTD ACTUAL 2024-	YTD ACTUAL 2025-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCN
<u>ADMINISTRATION</u>						
01-40-5001 SALARIES & WAGES	209,905.89	239,008.50	37,267.29	255,912.63	545,946	46.9
01-40-5002 OVERTIME	.00	49.07	36.67	56.96	500	11.4
01-40-5050 CLEANING	4,292.88	.00	.00	.00	0	.0
01-40-5055 OVERTIME	175.73	.00	.00	.00	0	.0
01-40-5060 PAYROLL TAXES	16,549.95	18,762.77	2,893.82	20,120.05	48,572	41.4
01-40-5062 TUITION REIMBURSEMENT	.00	3,000.00	4,200.00	5,000.00	6,000	83.3
01-40-5063 TRAINING	.00	1,089.70	1,524.39	3,980.79	20,000	19.9
01-40-5065 WORKERS COMP	2,371.88	1,932.90	309.77	2,021.98	4,250	47.6
01-40-5066 HEALTH INSURANCE	23,495.11	29,012.44	5,939.57	31,415.19	66,063	47.6
01-40-5067 MEDICAL SAVINGS PLAN	15,004.19	15,186.65	2,111.65	13,601.22	1,750	777.2
01-40-5068 HSA CONTRIBUTIONS	2,052.90	.00	40.62	243.72	0	.0
01-40-5070 DEFERRED COMP/RETIREMENT	.00	4,110.45	407.34	4,707.70	30,557	15.4
01-40-5075 EMPLOYMENT/RECRUITMENT EXPENSE	634.26	.00	.00	.00	0	.0
01-40-5200 OFFICE SUPPLIES	2,940.38	.00	.00	.00	0	.0
01-40-5201 COMPUTER/TECHNOLOGY	19,802.00	.00	.00	.00	0	.0
01-40-5203 UNIFORMS	539.17	.00	.00	.00	0	.0
01-40-5205 POSTAGE	3,552.24	.00	.00	.00	0	.0
01-40-5210 OPERATING SUPPLIES	2,955.22	.00	.00	.00	0	.0
01-40-5212 FURNISHINGS	4,320.28	.00	.00	.00	0	.0
01-40-5215 REPAIRS & MAINT	20,032.90	.00	.00	.00	0	.0
01-40-5216 FLEET R&M	3,297.67	.00	.00	.00	0	.0
01-40-5253 GAS & OIL	108.13	.00	.00	.00	0	.0
01-40-5300 TELEPHONE	3,262.32	.00	.00	.00	0	.0
01-40-5305 UTILITIES	5,050.45	.00	.00	.00	0	.0
01-40-5310 TRASH REMOVAL	477.96	.00	.00	.00	0	.0
01-40-5315 COPIER EXPENSES	2,658.51	.00	.00	.00	0	.0
01-40-5320 PROPERTY & LIABILITY INSURANCE	6,054.13	.00	.00	.00	0	.0
01-40-5325 INTERNET/WEBSITE EXPENSE	18,653.15	.00	.00	.00	0	.0
01-40-5330 TRAINING	2,699.11	.00	.00	.00	0	.0
01-40-5331 DUES AND SUBSCRIPTIONS	26,923.15	.00	.00	.00	0	.0
01-40-5332 TUITION REIMBURSEMENT	3,000.00	.00	.00	.00	0	.0
01-40-5353 WATER ASSESSMENTS	1,113.50	.00	.00	.00	0	.0
01-40-5399 OTHER PROFESSIONAL SERVICES	9,465.65	.00	.00	.00	0	.0
01-40-5400 LEGAL FEES	117,525.48	.00	.00	.00	0	.0
01-40-5401 CONSULTING FEES	69,311.72	.00	.00	.00	0	.0
01-40-5425 COUNTY TREASURER'S FEE	25,973.80	.00	.00	.00	0	.0
01-40-5560 CAPITAL OUTLAY--COMPUTERS	24,850.00	.00	.00	.00	0	.0
01-40-5700 MISC. EXPENSE	2,092.91	.00	.00	.00	0	.0
01-40-5701 BANK FEES	24,814.69	.00	.00	.00	0	.0
01-40-5705 MILEAGE	4,585.92	.00	.00	.00	0	.0
01-40-5710 BAD DEBT EXPENSE	.00	.00	.00	33,299.44	0	.0
01-40-6101 LEGAL FEES	.00	127,244.33	24,489.24	117,909.70	300,875	39.2
01-40-6104 COMPUTER/TECHNOLOGY SERVICES	.00	4,525.00	.00	9,172.85	45,000	20.4
01-40-6105 AUDIT FEES	.00	.00	.00	.00	16,387	.0
01-40-6109 CONSULTING FEES	.00	65,547.55	12,384.00	59,236.64	220,000	26.9
01-40-6110 TELEPHONE	.00	3,709.75	938.51	3,723.10	9,792	38.0
01-40-6111 UTILITIES	.00	6,977.17	2,115.83	6,652.67	14,058	47.3
01-40-6113 TRASH REMOVAL	.00	424.84	79.39	344.72	1,500	23.0
01-40-6121 PRINTING EXPENSE	.00	.00	.00	107.08	2,500	4.3
01-40-6124 WATER ASSESSMENTS	.00	1,285.50	.00	600.00	1,500	40.0
01-40-6126 COPIER EXPENSES	.00	4,002.88	648.63	3,723.50	9,000	41.4
01-40-6134 EV CHARGING STATION EXPENSES	.00	.00	337.89	810.07	4,000	20.3

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

GENERAL FUND

	YTD ACTUAL 2024-	YTD ACTUAL 2025-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCN
01-40-6199 OTHER PROFESSIONAL SERVICES	.00	7,262.64	13,376.88	17,640.48	20,000	88.2
01-40-6210 EMPLOYMENT/RECRUITMENT EXP	.00	858.98	402.00	1,022.64	5,000	20.5
01-40-6301 PROPERTY & LIABILITY INS	.00	3,164.85	1,895.05	3,653.65	5,800	63.0
01-40-6311 INTERNET/WEBSITE SERVICES	.00	8,863.95	590.07	10,309.98	18,000	57.3
01-40-6314 COUNTY TREASURER'S FEES	.00	18,548.18	1,005.06	18,967.53	38,000	49.9
01-40-6316 BANK FEES	.00	19,666.43	4,083.32	21,643.98	40,000	54.1
01-40-6511 POSTAGE	.00	3,495.75	153.12	900.52	10,000	9.0
01-40-6512 MILEAGE	.00	4,551.13	700.00	4,661.83	15,400	30.3
01-40-6610 DUES & SUBSCRIPTIONS	.00	53,147.69	2,733.74	45,126.25	90,000	50.1
01-40-6801 REPAIR & MTNCE--BUILDINGS	.00	3,510.44	679.00	7,282.14	40,000	18.2
01-40-6805 REPAIR & MTNCE--FLEET	.00	74.77	10.00	70.20	5,000	1.4
01-40-6823 CLEANING SERVICES	.00	3,674.00	1,260.00	7,230.00	19,000	38.1
01-40-6839 RENTAL SPACE EXPENSES	.00	410.00	100.00	600.00	1,500	40.0
01-40-6999 OTHER CONTRACTUAL SERVICES	.00	1,461.81	.00	.00	2,500	.0
01-40-7010 OFFICE SUPPLIES	.00	4,070.89	552.39	2,149.45	8,000	26.9
01-40-7020 OPERATING SUPPLIES	.00	2,846.78	442.91	2,568.89	10,000	25.7
01-40-7051 UNIFORMS	.00	871.71	.00	1,192.94	2,000	59.7
01-40-7101 GAS & OIL	.00	114.18	.00	.00	1,000	.0
01-40-7122 PASSPORT EXPENSES	.00	177.55	.00	.00	1,000	.0
01-40-7550 FURNISHINGS	.00	.00	.00	1,127.08	15,000	7.5
01-40-7999 OTHER COMMODITIES	.00	3,111.35	1,367.78	2,212.12	10,000	22.1
01-40-8518 CAPITAL OUTLAY--T.H. IMPVTS	.00	.00	.00	.00	185,000	.0
01-40-8531 CAPITAL OUTLAY--COMPUTERS	.00	.00	.00	.00	15,000	.0
01-40-9110 CONTINGENCY	.00	.00	.00	.00	25,000	.0
TOTAL ADMINISTRATION	680,543.23	665,752.58	125,075.93	720,999.69	1,930,450	37.4

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

GENERAL FUND

	YTD ACTUAL 2024-	YTD ACTUAL 2025-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCN
<u>BOARD OF TRUSTEES</u>						
01-41-5001 SALARIES & WAGES	11,049.59	37,028.89	11,807.08	66,813.63	104,268	64.1
01-41-5030 MAYOR AND BOARD SALARIES	26,400.00	5,200.00	.00	.00	0	.0
01-41-5060 PAYROLL TAXES	2,842.86	3,205.39	867.77	4,948.45	7,852	63.0
01-41-5063 TRAINING	.00	8,853.65	3,144.34	16,922.10	17,000	99.5
01-41-5065 WORKERS COMP	28.54	32.32	11.15	61.78	100	61.8
01-41-5066 HEALTH INSURANCE	1,212.48	1,362.78	1,150.37	5,434.95	5,712	95.2
01-41-5067 MEDICAL SAVINGS PLAN	552.50	213.89	27.08	131.22	150	87.5
01-41-5068 MEDICAL SAVINGS	37.44	.00	.00	.00	0	.0
01-41-5070 DEFERRED COMPENSATION	.00	401.85	330.36	1,672.00	2,084	80.2
01-41-5201 COMPUTER / TECHNOLOGY	1,285.00	.00	.00	.00	0	.0
01-41-5210 OPERATING SUPPLIES	316.20	.00	.00	.00	0	.0
01-41-5212 FURNISHINGS	132.07	.00	.00	.00	0	.0
01-41-5315 RECORDING FEES	2,338.92	.00	.00	.00	0	.0
01-41-5320 PROPERTY & LIABILITY INSURANCE	3,027.05	.00	.00	.00	0	.0
01-41-5330 TRAINING	5,720.86	.00	.00	.00	0	.0
01-41-5331 DUES & SUBSCRIPTIONS	2,525.14	.00	.00	.00	0	.0
01-41-5340 PUBLISHED NOTICES	780.41	.00	.00	.00	0	.0
01-41-5341 ORDINANCE CODIFICATION	2,845.83	.00	.00	.00	0	.0
01-41-5347 COMMUNITY CONTRIBUTIONS	10,800.00	.00	.00	.00	0	.0
01-41-5399 OTHER PROFESSIONAL SERVICES	9,428.74	.00	.00	.00	0	.0
01-41-5430 RECORDING FEES	7.75	.00	.00	.00	0	.0
01-41-5700 MISC. EXPENSE	2,370.44	.00	.00	.00	0	.0
01-41-5841 BOARD OUTREACH ACTIVITIES	4,022.93	.00	.00	.00	0	.0
01-41-6104 COMPUTER/TECHNOLOGY SERVICES	.00	.00	.00	4,863.71	5,000	97.3
01-41-6199 OTHER PROFESSIONAL SERVICES	.00	375.00	.00	225.20	22,000	1.0
01-41-6210 EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	.00	253.54	1,500	16.9
01-41-6301 PROPERTY & LIABILITY INSURANCE	.00	3,164.85	1,060.04	2,818.64	5,800	48.6
01-41-6312 PUBLISHED NOTICES	.00	742.95	322.42	1,262.79	3,000	42.1
01-41-6313 ORDINANCE CODIFICATION	.00	5,423.25	.00	5,694.41	7,500	75.9
01-41-6315 RECORDING FEES	.00	113.00	201.75	244.25	2,000	12.2
01-41-6523 ELECTIONS	.00	274.40	.00	.00	25,000	.0
01-41-6610 DUES & SUBSCRIPTIONS	.00	11,089.00	495.00	17,217.75	20,000	86.1
01-41-6824 BOARD OUTREACH ACTIVITIES	.00	12,576.30	461.76	1,755.01	30,000	5.9
01-41-6895 CONTRIBUTIONS TO COMMUNITY	.00	10,000.00	.00	10,800.00	25,000	43.2
01-41-6999 OTHER CONTRACTUAL SERVICES	.00	1,947.24	.00	.00	7,500	.0
01-41-7020 OPERATING SUPPLIES	.00	502.13	37.96	1,071.56	2,500	42.9
01-41-7550 FURNISHINGS	.00	.00	.00	.00	10,000	.0
01-41-7999 OTHER COMMODITIES	.00	8,018.58	1,462.08	6,957.89	15,000	46.4
TOTAL BOARD OF TRUSTEES	83,046.91	110,525.47	21,379.16	149,148.88	318,966	46.8

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

GENERAL FUND

	YTD ACTUAL 2024-	YTD ACTUAL 2025-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCN
<u>POLICE</u>						
01-42-5001 SALARIES & WAGES	810,110.61	918,174.18	162,099.01	978,773.99	1,959,159	50.0
01-42-5002 OVERTIME	.00	5,793.89	2,349.02	9,127.50	25,000	36.5
01-42-5022 POLICE O.T.--SPEVENT	554.32	.00	.00	532.53	10,000	5.3
01-42-5050 CLEANING	5,256.18	.00	.00	.00	0	.0
01-42-5055 OVERTIME	6,934.35	.00	.00	.00	0	.0
01-42-5060 PAYROLL TAXES	19,319.66	22,375.23	3,823.61	24,618.38	95,039	25.9
01-42-5061 WELLNESS PROGRAM	.00	.00	.00	1,295.00	3,500	37.0
01-42-5062 TUITION REIMBURSEMENT	.00	845.00	.00	2,919.34	9,000	32.4
01-42-5063 TRAINING	.00	29,963.89	2,903.00	28,983.84	80,800	35.9
01-42-5065 WORKERS COMP	28,325.98	30,008.26	5,285.76	31,535.09	65,800	47.9
01-42-5066 HEALTH INSURANCE	108,264.96	124,221.58	23,673.88	142,246.10	288,672	49.3
01-42-5067 MEDICAL SAVINGS PLAN	2,930.26	3,397.71	382.89	2,344.13	6,000	39.1
01-42-5068 HSA CONTRIBUTIONS	1,854.72	.00	62.50	468.75	0	.0
01-42-5069 FPPA RETIREMENT	70,499.31	81,980.57	14,102.82	89,001.08	180,910	49.2
01-42-5070 DEFERRED COMPENSATION	.00	3,077.44	803.78	4,518.62	9,248	48.9
01-42-5071 FPPA DEATH & DISABILITY	25,379.83	29,668.96	5,128.29	32,363.99	56,756	57.0
01-42-5075 EMPLOYMENT/RECRUITMENT EXPENSE	1,379.14	.00	.00	.00	0	.0
01-42-5200 OFFICE SUPPLIES	1,516.90	.00	.00	.00	0	.0
01-42-5201 COMPUTER / TECHNOLOGY	14,374.63	.00	.00	.00	0	.0
01-42-5210 OPERATING SUPPLIES	2,751.67	.00	.00	.00	0	.0
01-42-5215 REPAIR & MAINTENANCE	4,804.06	.00	.00	.00	0	.0
01-42-5216 FLEET R&M	5,811.53	.00	.00	.00	0	.0
01-42-5253 GAS & OIL	10,965.99	.00	.00	.00	0	.0
01-42-5254 UNIFORMS & TOOLS	3,674.11	.00	.00	.00	0	.0
01-42-5255 OPERATING EQUIPMENT	31,951.51	.00	.00	.00	0	.0
01-42-5300 TELEPHONES	7,091.20	.00	.00	.00	0	.0
01-42-5305 UTILITIES	8,875.17	.00	.00	.00	0	.0
01-42-5310 TRASH REMOVAL	947.22	.00	.00	.00	0	.0
01-42-5315 COPIER EXPENSE	862.97	.00	.00	.00	0	.0
01-42-5320 GENERAL LIABILITY INSURANCE	75,676.54	.00	.00	.00	0	.0
01-42-5325 INTERNET/WEBSITE EXPENSE	662.25	.00	.00	.00	0	.0
01-42-5330 TRAINING	26,295.38	.00	.00	.00	0	.0
01-42-5331 DUES & MEMBERSHIPS	10,680.44	.00	.00	.00	0	.0
01-42-5332 TUITION REIMBURSEMENT	3,000.00	.00	.00	.00	0	.0
01-42-5343 CONTRACTUAL SERVICES	95,669.48	.00	.00	.00	0	.0
01-42-5399 OTHER PROFESSIONAL SERVICES	2,863.90	.00	.00	.00	0	.0
01-42-5491 VEHICLE LEASE EXPENSES	7,676.58	.00	.00	.00	0	.0
01-42-5500 CAPITAL OUTLAY	8,000.00	.00	.00	.00	0	.0
01-42-5700 MISC. EXPENSE	1,501.49	.00	.00	.00	0	.0
01-42-6101 LEGAL FEES	.00	.00	.00	.00	15,000	.0
01-42-6104 COMPUTER/TECHNOLOGY SERVICES	.00	20,050.56	55.00	25,428.54	59,920	42.4
01-42-6110 TELEPHONE	.00	9,950.58	1,632.48	9,830.00	18,000	54.6
01-42-6111 UTILITIES	.00	9,006.83	1,431.00	6,166.92	18,000	34.3
01-42-6113 TRASH REMOVAL	.00	895.05	135.40	677.00	2,000	33.9
01-42-6114 PEST CONTROL	.00	.00	.00	.00	2,000	.0
01-42-6116 ANIMAL IMPOUND FEE	.00	.00	.00	.00	2,000	.0
01-42-6122 LAB FEES	.00	221.70	.00	333.87	500	66.8
01-42-6126 COPIER EXPENSES	.00	1,359.46	195.97	1,299.53	4,000	32.5
01-42-6131 EMERGENCY PREPAREDNESS	.00	.00	.00	.00	10,000	.0
01-42-6199 OTHER PROFESSIONAL SERVICES	.00	790.31	.00	339.35	2,400	14.1
01-42-6210 EMPLOYMENT/RECRUITMENT EXPENSE	.00	3,077.40	377.00	6,658.16	5,000	133.2
01-42-6301 PROPERTY & LIABILITY INSURANCE	.00	84,555.25	26,501.12	103,912.97	113,500	91.6

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

GENERAL FUND

	YTD ACTUAL 2024-	YTD ACTUAL 2025-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCN
01-42-6311 INTERNET/WEBSITE SERVICES	.00	594.75	.00	.00	2,000	.0
01-42-6610 DUES & SUBSCRIPTIONS	.00	19,699.20	3,807.70	13,451.53	5,070	265.3
01-42-6801 REPAIR & MTNCE--BUILDINGS	.00	2,156.82	340.00	13,915.72	6,000	231.9
01-42-6805 REPAIR & MTNCE--FLEET	.00	14,409.99	2,997.98	16,144.73	25,000	64.6
01-42-6823 CLEANING SERVICES	.00	2,637.73	495.00	2,660.00	6,500	40.9
01-42-6824 PD OUTREACH/EVENTS	.00	.00	.00	.00	6,000	.0
01-42-6851 VEHICLE LEASE EXPENSES	.00	17,120.08	.00	42,497.47	72,700	58.5
01-42-6999 OTHER CONTRACTUAL SERVICES	.00	103,643.72	10,506.25	16,819.50	260,400	6.5
01-42-7010 OFFICE SUPPLIES	.00	1,171.98	112.53	1,207.72	4,000	30.2
01-42-7020 OPERATING SUPPLIES	.00	5,538.03	598.07	2,041.05	16,000	12.8
01-42-7051 UNIFORMS--CIVILIAN	.00	435.40	.00	.00	800	.0
01-42-7101 GAS & OIL	.00	11,903.11	6,068.27	12,046.79	33,000	36.5
01-42-7254 OPERATING EQUIPMENT	.00	51,243.61	270.82	138,465.05	204,200	67.8
01-42-7305 UNIFORMS & TOOLS--SWORN	.00	12,443.37	7,122.70	16,273.36	32,700	49.8
01-42-7550 FURNISHINGS	.00	.00	.00	.00	10,000	.0
01-42-7999 OTHER COMMODITIES	.00	423.63	224.70	229.35	5,000	4.6
01-42-8550 CAP'L OUTLAY--POLICE BLDG IMPV	.00	.00	.00	.00	37,000	.0
01-42-8551 CAP'L OUTLAY--POLICE SHED IMPV	.00	.00	.00	.00	91,000	.0
01-42-8580 CAPITAL OUTLAY--LEASES	.00	.00	.00	785.00	95,000	.8
01-42-8599 OTHER CAPITAL OUTLAY	.00	.00	.00	89,848.00	121,412	74.0
TOTAL POLICE	1,406,462.34	1,622,835.27	283,486.55	1,869,759.95	4,075,986	45.9

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

GENERAL FUND

	YTD ACTUAL 2024-	YTD ACTUAL 2025-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCN
<u>COMMUNITY DEVELOPMENT</u>						
01-43-5001 SALARIES & WAGES	180,546.81	157,013.94	33,897.69	192,766.71	322,347	59.8
01-43-5002 OVERTIME	.00	68.30	.00	.00	1,000	.0
01-43-5060 PAYROLL TAXES	13,285.82	11,663.19	2,556.54	14,553.44	30,226	48.2
01-43-5063 TRAINING	.00	3,419.63	195.35	495.70	10,000	5.0
01-43-5065 WORKERS COMP	753.50	190.02	93.90	456.39	600	76.1
01-43-5066 HEALTH INSURANCE	30,360.43	28,444.32	3,903.35	23,517.82	63,020	37.3
01-43-5067 MEDICAL SAVINGS PLAN	7,287.65	2,184.49	87.48	446.43	900	49.6
01-43-5068 HSA CONTRIBUTIONS	524.95	.00	50.00	300.00	0	.0
01-43-5070 DEFERRED COMPENSATION	.00	4,421.14	1,135.84	6,757.28	13,098	51.6
01-43-5075 EMPLOYMENT/RECRUITMENT EXPENSE	61.26	.00	.00	.00	0	.0
01-43-5200 OFFICE SUPPLIES	122.44	.00	.00	.00	0	.0
01-43-5201 COMPUTER / TECHNOLOGY	4,779.38	.00	.00	.00	0	.0
01-43-5202 PRINTING EXPENSE	210.38	.00	.00	.00	0	.0
01-43-5203 UNIFORMS	497.57	.00	.00	.00	0	.0
01-43-5216 REPAIRS & MAINT--FLEET	121.94	.00	.00	.00	0	.0
01-43-5253 GAS & OIL	538.64	.00	.00	.00	0	.0
01-43-5300 TELEPHONE	785.34	.00	.00	.00	0	.0
01-43-5320 PROPERTY & LIABILITY INSURANCE	2,527.05	.00	.00	.00	0	.0
01-43-5330 TRAINING	3,905.81	.00	.00	.00	0	.0
01-43-5331 DUES & MEMBERSHIPS	160.00	.00	.00	.00	0	.0
01-43-5411 ANNEXATIONS & REZONING EXPENSE	20.32	.00	.00	.00	0	.0
01-43-5460 BUILDING INSPECTIONS	139,141.53	.00	.00	.00	0	.0
01-43-5491 VEHICLE LEASE EXPENSES	7,192.98	.00	.00	.00	0	.0
01-43-5700 MISC.	538.91	.00	.00	.00	0	.0
01-43-6104 COMPUTER/TECHNOLOGY SERVICES	.00	3,182.06	539.38	4,161.25	9,000	46.2
01-43-6107 ANNEXATION/ZONING EXPENSES	.00	69.96	.00	28.38	15,000	.2
01-43-6109 CONSULTING FEES	.00	67,128.99	.00	416.00	75,000	.6
01-43-6110 TELEPHONE	.00	481.75	72.00	392.00	768	51.0
01-43-6121 PRINTING EXPENSE	.00	335.20	.00	.00	1,000	.0
01-43-6124 WATER ASSESSMENTS	.00	.00	.00	72.00	0	.0
01-43-6210 EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	.00	4,946.98	500	989.4
01-43-6301 PROPERTY & LIABILITY INSURANCE	.00	3,164.85	1,060.04	2,818.64	5,800	48.6
01-43-6610 DUES & SUBSCRIPTIONS	.00	1,274.02	808.60	2,458.60	4,000	61.5
01-43-6821 BUILDING INSPECTIONS	.00	170,905.90	.00	115,718.95	322,806	35.9
01-43-7010 OFFICE SUPPLIES	.00	.00	.00	380.78	800	47.6
01-43-7051 UNIFORMS	.00	253.55	.00	925.10	1,500	61.7
01-43-7550 FURNISHINGS	.00	.00	.00	1,274.40	2,000	63.7
01-43-7999 OTHER COMMODITIES	.00	308.60	.00	252.83	2,000	12.6
01-43-8599 OTHER CAPITAL OUTLAY	.00	.00	.00	.00	80,000	.0
TOTAL COMMUNITY DEVELOPMENT	393,362.71	454,509.91	44,400.17	373,139.68	961,365	38.8

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

GENERAL FUND

	YTD ACTUAL 2024-	YTD ACTUAL 2025-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCN
<u>PARKS</u>						
01-45-5001 SALARIES & WAGES	188,641.55	204,443.75	35,067.50	222,601.43	496,482	44.8
01-45-5002 OVERTIME	.00	3,800.46	287.55	2,562.40	7,500	34.2
01-45-5055 OVERTIME	3,477.95	.00	.00	.00	0	.0
01-45-5060 PAYROLL TAXES	14,505.75	15,731.29	2,607.39	16,696.33	48,250	34.6
01-45-5061 WELLNESS PROGRAM	.00	30.00	.00	.00	360	.0
01-45-5063 TRAINING	.00	2,214.20	.00	408.12	10,000	4.1
01-45-5065 WORKERS COMP	10,861.80	12,122.95	1,596.51	11,555.58	24,500	47.2
01-45-5066 HEALTH INSURANCE	29,379.44	37,771.71	7,971.10	45,200.81	118,449	38.2
01-45-5067 MEDICAL SAVINGS	6,781.15	802.02	199.98	1,199.88	2,315	51.8
01-45-5068 MEDICAL SAVINGS	847.67	.00	.00	.00	0	.0
01-45-5070 DEFERRED COMPENSATION	.00	10,247.74	1,675.05	10,697.30	22,767	47.0
01-45-5201 COMPUTER/TECHNOLOGY	1,464.00	.00	.00	.00	0	.0
01-45-5203 UNIFORMS	1,185.43	.00	.00	.00	0	.0
01-45-5210 OPERATING SUPPLIES	862.70	.00	.00	.00	0	.0
01-45-5215 REPAIRS & MAINTENANCE	14,786.62	.00	.00	.00	0	.0
01-45-5216 FLEET R&M	1,171.62	.00	.00	.00	0	.0
01-45-5253 GAS & OIL	8,196.73	.00	.00	.00	0	.0
01-45-5254 TOOLS	218.55	.00	.00	.00	0	.0
01-45-5300 TELEPHONE	1,386.00	.00	.00	.00	0	.0
01-45-5305 UTILITIES	17,964.03	.00	.00	.00	0	.0
01-45-5310 TRASH REMOVAL	1,622.00	.00	.00	.00	0	.0
01-45-5320 PROPERTY & LIABILITY INSURANCE	15,135.31	.00	.00	.00	0	.0
01-45-5330 TRAINING	3,900.79	.00	.00	.00	0	.0
01-45-5348 PEST CONTROL	9,395.96	.00	.00	.00	0	.0
01-45-5349 WELLNESS PROGRAM	90.00	.00	.00	.00	0	.0
01-45-5363 WEED CONTROL	7,306.18	.00	.00	.00	0	.0
01-45-5370 LANDSCAPING	4,508.00	.00	.00	.00	0	.0
01-45-5371 TREE MAINTENANCE	5,220.00	.00	.00	.00	0	.0
01-45-5372 IRRIGATION SYSTEM	2,764.07	.00	.00	.00	0	.0
01-45-5405 PARK ENGINEERING	660.00	.00	.00	.00	0	.0
01-45-5500 CAPITAL OUTLAY	114,415.54	.00	.00	.00	0	.0
01-45-5700 MISC. EXPENSE	233.27	.00	.00	.00	0	.0
01-45-6104 COMPUTER/TECHNOLOGY SERVICES	.00	1,503.04	6,277.50	10,517.04	2,000	525.9
01-45-6108 ENGINEERING FEES	.00	.00	.00	.00	10,000	.0
01-45-6110 TELEPHONE	.00	1,513.80	231.00	1,516.00	3,564	42.5
01-45-6111 UTILITIES	.00	17,831.67	9,350.38	19,809.11	75,000	26.4
01-45-6113 TRASH REMOVAL	.00	1,303.00	.00	1,718.50	5,000	34.4
01-45-6114 PEST CONTROL	.00	9,369.86	.00	5,312.54	35,000	15.2
01-45-6132 LANDSCAPINGS	.00	85.31	3,261.30	39,489.92	60,000	65.8
01-45-6133 TREE MAINTENANCE	.00	27,650.00	199.60	37,499.10	35,000	107.1
01-45-6210 EMPLOYMENT/RECRUITMENT EXPENSE	.00	222.64	101.00	101.00	500	20.2
01-45-6301 PROPERTY & LIABILITY INSURANCE	.00	15,824.32	5,300.22	13,863.36	20,800	66.7
01-45-6405 EQUIPMENT RENTAL	.00	.00	.00	.00	2,500	.0
01-45-6610 DUES & SUBSCRIPTIONS	.00	.00	240.00	240.00	3,500	6.9
01-45-6801 REPAIR & MTNCE--BUILDINGS	.00	3,267.89	491.76	6,864.36	22,000	31.2
01-45-6802 REPAIR & MTNCE--STREETS	.00	13,521.81	607.70	3,572.84	30,000	11.9
01-45-6805 REPAIR & MTNCE--FLEET & EQ	.00	1,056.01	835.98	3,304.69	10,000	33.1
01-45-6806 REPAIR & MTNCE--IRRIGATION	.00	2,150.81	1,191.26	3,398.63	7,500	45.3
01-45-6835 WEED CONTROL	.00	8,225.87	.00	618.33	20,000	3.1
01-45-7020 OPERATING SUPPLIES	.00	3,405.56	184.92	3,971.27	8,000	49.6
01-45-7042 PARK SIGNS & MARKERS	.00	.00	306.00	406.00	3,000	13.5
01-45-7051 UNIFORMS	.00	1,900.54	180.00	1,653.13	5,000	33.1

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

GENERAL FUND

		YTD ACTUAL 2024-	YTD ACTUAL 2025-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCN
01-45-7101	GAS & OIL	.00	11,775.78	5,469.09	9,470.12	25,000	37.9
01-45-7305	TOOLS	.00	1,357.85	68.97	(198.14)	6,000	3.3-
01-45-7999	OTHER COMMODITIES	.00	70.00	44.95	149.07	1,000	14.9
01-45-8510	CAPITAL OUTLAY--OTHER EQUIP	.00	74,453.06	.00	.00	0	.0
01-45-8515	CAPITAL OUTLAY--PARKS	.00	9,273.60	.00	26,100.00	100,000	26.1
TOTAL PARKS		466,982.11	492,926.54	83,746.71	500,298.72	1,220,987	41.0

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

GENERAL FUND

	YTD ACTUAL 2024-	YTD ACTUAL 2025-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCN
<u>COMMUNITY CENTER</u>						
01-46-5001 SALARIES & WAGES	.00	.00	26,272.71	165,152.79	325,498	50.7
01-46-5002 OVERTIME	.00	.00	.00	.00	3,000	.0
01-46-5060 PAYROLL TAXES	.00	.00	2,047.20	12,879.25	28,284	45.5
01-46-5061 WELLNESS PROGRAM	.00	.00	.00	.00	1,080	.0
01-46-5062 TUITION REIMBURSEMENT	.00	.00	.00	.00	3,000	.0
01-46-5063 TRAINING	.00	1,187.12	2,181.18	3,632.78	6,000	60.6
01-46-5065 WORKERS COMP	.00	.00	319.70	2,044.11	4,500	45.4
01-46-5066 HEALTH INSURANCE	.00	.00	2,785.93	15,734.71	34,819	45.2
01-46-5067 MEDICAL SAVINGS	.00	.00	58.32	405.46	1,100	36.9
01-46-5070 DEFERRED COMPENSATION	.00	.00	403.80	2,999.51	11,872	25.3
01-46-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	.00	225.00	0	.0
01-46-6104 COMPUTER/TECHNOLOGY FEES	.00	.00	.00	54.36	3,000	1.8
01-46-6110 TELEPHONE	.00	.00	96.01	592.06	1,536	38.6
01-46-6111 UTILITIES	.00	.00	4,530.82	13,574.94	20,000	67.9
01-46-6113 TRASH REMOVAL	.00	.00	.00	531.75	1,500	35.5
01-46-6114 PEST CONTROL	.00	.00	18.00	18.00	2,500	.7
01-46-6121 PRINTING EXPENSE	.00	179.50	.00	.00	1,000	.0
01-46-6126 COPIER EXPENSES	.00	.00	91.05	1,003.96	2,500	40.2
01-46-6134 EV CHARGING STATION EXPENSES	.00	.00	.00	.00	4,000	.0
01-46-6135 RECREATION PROGRAMS	.00	35,672.99	1,726.65	29,724.98	75,000	39.6
01-46-6199 OTHER PROFESSIONAL SERVICES	.00	1,031.70	2,972.64	5,274.44	8,000	65.9
01-46-6210 EMPLOYMENT/RECRUITMENT EXP	.00	1,664.97	.00	239.95	2,500	9.6
01-46-6211 COMMUNITY DAY	.00	42,578.72	9,950.00	24,899.72	72,000	34.6
01-46-6214 TOWN EVENTS	.00	21,248.16	15,503.40	69,338.15	90,000	77.0
01-46-6301 PROPERTY & LIABILITY INSURANCE	.00	4,976.70	1,590.09	7,019.11	12,600	55.7
01-46-6311 INTERNET/WEBSITE SERVICES	.00	.00	168.45	1,188.76	4,000	29.7
01-46-6511 POSTAGE	.00	.00	.00	.00	500	.0
01-46-6512 MILEAGE	.00	.00	138.48	138.48	500	27.7
01-46-6610 DUES & SUBSCRIPTIONS	.00	2,666.56	5,071.40	15,204.37	5,000	304.1
01-46-6801 REPAIR & MTNCE--BUILDINGS	.00	.00	72.12	1,438.78	10,000	14.4
01-46-6805 REPAIRS & MTNCE--FLEET	.00	60.00	10.00	50.00	2,000	2.5
01-46-6823 CLEANING SERVICES	.00	.00	3,510.00	17,550.00	45,000	39.0
01-46-6999 OTHER CONTRACTUAL SERVICES	.00	.00	924.00	14,244.00	32,000	44.5
01-46-7010 OFFICE SUPPLIES	.00	43.03	164.03	1,102.54	2,000	55.1
01-46-7020 OPERATING SUPPLIES	.00	1,556.32	360.86	3,943.19	10,000	39.4
01-46-7051 UNIFORMS	.00	2,500.35	104.85	3,062.41	5,000	61.3
01-46-7101 GAS & OIL	.00	.00	.00	.00	1,200	.0
01-46-7254 OPERATING EQUIPMENT	.00	.00	.00	.00	5,000	.0
01-46-7255 SAFETY EQUIPMENT	.00	.00	.00	.00	5,000	.0
01-46-7550 FURNISHINGS	.00	.00	.00	1,258.03	5,000	25.2
01-46-7801 MERCHANDISE FOR RESALE	.00	.00	.00	1,712.54	5,000	34.3
01-46-7999 OTHER COMMODITIES	.00	.00	.00	25.48	2,000	1.3
01-46-8510 CAPITAL OUTLAY--OTHER EQUIP	.00	22,786.99	.00	3,336.57	10,000	33.4
01-46-8516 CAPITAL OUTLAY--BLDGS & IMPVTS	.00	.00	.00	.00	10,000	.0
01-46-8531 CAPITAL OUTLAY-COMPUTERS	.00	.00	1,522.62	1,522.62	5,000	30.5
01-46-8532 CAPITAL OUTLAY---SFTWR UPGRADE	.00	.00	.00	.00	5,000	.0
01-46-8599 OTHER CAPITAL OUTLAY	.00	.00	.00	.00	10,000	.0
TOTAL COMMUNITY CENTER	.00	138,153.11	82,594.31	421,122.80	894,489	47.1

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

GENERAL FUND

	YTD ACTUAL 2024-	YTD ACTUAL 2025-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCN
<u>ENGINEERING</u>						
01-47-5001 SALARIES & WAGES	209,335.90	192,973.57	43,917.67	245,505.77	450,088	54.6
01-47-5002 OVERTIME	.00	.00	339.84	8,185.43	500	1637.
01-47-5050 CLEANING	4,726.68	.00	.00	.00	0	.0
01-47-5055 OVERTIME	499.97	.00	.00	.00	0	.0
01-47-5060 PAYROLL TAXES	15,758.62	14,845.83	3,402.45	19,507.56	37,863	51.5
01-47-5063 TRAINING	.00	855.10	.00	1,074.47	10,000	10.7
01-47-5065 WORKERS COMP	3,588.10	3,109.90	747.17	4,214.48	8,000	52.7
01-47-5066 HEALTH INSURANCE	20,491.61	15,123.93	3,538.48	21,244.88	34,387	61.8
01-47-5067 MEDICAL SAVINGS	10,480.63	512.15	87.06	522.36	1,045	50.0
01-47-5068 MEDICAL SAVINGS	738.94	.00	.00	.00	0	.0
01-47-5070 DEFERRED COMPENSATION	.00	9,652.18	1,178.14	8,949.40	22,365	40.0
01-47-5075 EMPLOYMENT/RECRUITMENT EXPENSE	559.00	.00	.00	.00	0	.0
01-47-5200 OFFICE SUPPLIES	2,273.28	.00	.00	.00	0	.0
01-47-5201 COMPUTER/TECHNOLOGY	2,808.52	.00	.00	.00	0	.0
01-47-5203 UNIFORMS	1,579.08	.00	.00	.00	0	.0
01-47-5210 OPERATING SUPPLIES	6,580.61	.00	.00	.00	0	.0
01-47-5212 FURNISHINGS	165.56	.00	.00	.00	0	.0
01-47-5215 REPAIRS & MAINTENANCE	10,066.15	.00	.00	.00	0	.0
01-47-5216 REPAIR & MAINTENANCE--FLEET	179.38	.00	.00	.00	0	.0
01-47-5253 GAS & OIL	1,384.51	.00	.00	.00	0	.0
01-47-5300 TELEPHONE	1,358.85	.00	.00	.00	0	.0
01-47-5305 UTILITIES	8,053.39	.00	.00	.00	0	.0
01-47-5310 TRASH	1,728.76	.00	.00	.00	0	.0
01-47-5315 COPIER EXPENSES	799.57	.00	.00	.00	0	.0
01-47-5320 PROPERTY & LIABILITY INSURANCE	6,054.13	.00	.00	.00	0	.0
01-47-5330 TRAINING	63.60	.00	.00	.00	0	.0
01-47-5331 DUES & SUBSCRIPTIONS	18.75	.00	.00	.00	0	.0
01-47-5399 OTHER PROFESSIONAL SERVICES	570.00	.00	.00	.00	0	.0
01-47-5405 ENGINEERING FEES	10,307.85	.00	.00	.00	0	.0
01-47-5491 VEHICLE LEASE EXPENSES	4,357.64	.00	.00	.00	0	.0
01-47-5700 MISC. EXPENSE	267.77	.00	.00	.00	0	.0
01-47-6104 COMPUTER/TECHNOLOGY SERVICES	.00	5,499.60	539.37	1,269.72	10,000	12.7
01-47-6108 ENGINEERING FEES	.00	40,478.85	4,082.10	32,379.24	60,000	54.0
01-47-6110 TELEPHONE	.00	1,332.20	298.10	1,948.60	1,320	147.6
01-47-6111 UTILITIES	.00	8,900.66	2,208.71	7,996.53	22,000	36.4
01-47-6113 TRASH REMOVAL	.00	1,114.80	188.36	2,398.80	5,000	48.0
01-47-6126 COPIER EXPENSES	.00	954.80	156.46	886.89	2,500	35.5
01-47-6134 EV CHARGING STATION EXPENSES	.00	805.39	.00	.00	0	.0
01-47-6199 OTHER PROFESSIONAL SERVICES	.00	1,559.05	653.18	653.18	3,000	21.8
01-47-6210 EMPLOYMENT/RECRUITMENT EXPENSE	.00	769.82	.00	.00	1,500	.0
01-47-6301 PROPERTY & LIABILITY INSURANCE	.00	6,329.73	2,120.09	5,637.29	10,000	56.4
01-47-6610 DUES & SUBSCRIPTIONS	.00	3,318.13	35.00	4,373.80	8,000	54.7
01-47-6801 REPAIR & MTNCE--BUILDINGS	.00	9,464.53	1,707.00	7,983.99	30,000	26.6
01-47-6805 REPAIR & MTNCE--FLEET	.00	1,278.30	20.00	2,137.38	2,500	85.5
01-47-6823 CLEANING SERVICES	.00	4,045.25	885.00	4,855.00	13,000	37.4
01-47-6851 VEHICLE LEASE EXPENSES	.00	5,935.56	3,832.00	30,015.51	49,030	61.2
01-47-6999 OTHER CONTRACTUAL SERVICES	.00	20.50	.00	.00	0	.0
01-47-7010 OFFICE SUPPLIES	.00	2,117.65	435.41	1,429.32	5,000	28.6
01-47-7020 OPERATING SUPPLIES	.00	6,719.52	585.68	3,666.36	12,500	29.3
01-47-7051 UNIFORMS	.00	1,043.56	390.95	714.95	2,750	26.0
01-47-7101 GAS & OIL	.00	2,238.45	1,129.14	2,393.61	7,000	34.2
01-47-7305 TOOLS	.00	298.47	.00	.00	5,000	.0

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

GENERAL FUND

	YTD ACTUAL 2024-	YTD ACTUAL 2025-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCN
01-47-7550 FURNISHINGS	.00	6,335.77	.00	1,110.20	10,000	11.1
01-47-7999 OTHER COMMODITIES	.00	222.34	683.71	790.04	1,500	52.7
01-47-8580 CAPITAL OUTLAY--LEASES	.00	.00	866.00	866.00	38,000	2.3
TOTAL ENGINEERING	324,796.85	347,855.59	74,027.07	422,710.76	863,848	48.9

MUNICIPAL COURT

01-48-5001 SALARIES & WAGES	25,455.13	29,542.95	4,797.91	34,095.05	77,372	44.1
01-48-5002 OVERTIME	.00	13.03	.00	13.69	1,000	1.4
01-48-5040 JUDGE	9,400.00	12,000.00	2,000.00	12,000.00	32,000	37.5
01-48-5055 OVERTIME	10.36	.00	.00	.00	0	.0
01-48-5060 PAYROLL TAXES	1,938.69	2,253.89	374.78	2,672.15	7,047	37.9
01-48-5063 TRAINING	.00	368.49	.00	422.80	4,000	10.6
01-48-5065 WORKERS COMP	29.96	35.47	5.82	41.14	600	6.9
01-48-5066 HEALTH INSURANCE	3,877.68	4,359.60	765.86	4,574.27	12,457	36.7
01-48-5067 MEDICAL SAVINGS	552.50	148.83	6.24	37.44	400	9.4
01-48-5068 MEDICAL SAVINGS	162.36	.00	.00	.00	0	.0
01-48-5070 DEFERRED COMPENSATION	.00	591.83	93.82	607.57	2,084	29.2
01-48-5203 UNIFORMS	110.77	.00	.00	.00	0	.0
01-48-5320 PROPERTY & LIABILITY INSURANCE	3,027.05	.00	.00	.00	0	.0
01-48-5330 TRAINING	72.84	.00	.00	.00	0	.0
01-48-5331 DUES & MEMBERSHIPS	50.00	.00	.00	.00	0	.0
01-48-5399 OTHER PROFESSIONAL SERVICES	1,510.50	.00	.00	.00	0	.0
01-48-5455 PROSECUTING ATTORNEY	7,150.00	.00	.00	.00	0	.0
01-48-5700 MISC. EXPENSE	326.14	.00	.00	.00	0	.0
01-48-6102 PROSECUTING ATTORNEY	.00	6,000.00	1,000.00	6,000.00	20,000	30.0
01-48-6103 PUBLIC DEFENDER	.00	.00	.00	.00	5,000	.0
01-48-6104 COMPUTER/TECHNOLOGY SERVICES	.00	.00	.00	.00	4,000	.0
01-48-6199 OTHER PROFESSIONAL SERVICES	.00	1,403.97	2,972.64	3,648.24	5,000	73.0
01-48-6210 EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	.00	.00	500	.0
01-48-6301 PROPERTY & LIABILITY INSURANCE	.00	3,164.85	1,060.04	2,818.64	5,800	48.6
01-48-6510 COURT COSTS	.00	1,512.68	600.00	1,000.00	4,000	25.0
01-48-6610 DUES & SUBSCRIPTIONS	.00	50.00	.00	50.00	250	20.0
01-48-7051 UNIFORMS	.00	.00	.00	.00	500	.0
01-48-7999 OTHER COMMODITIES	.00	66.88	.00	14.95	1,000	1.5
TOTAL MUNICIPAL COURT	53,673.98	61,512.47	13,677.11	67,995.94	183,010	37.2

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

GENERAL FUND

	YTD ACTUAL 2024-	YTD ACTUAL 2025-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCN
<u>COMMUNITY ENGAGEMENT</u>						
01-49-5001 SALARIES & WAGES	116,805.14	136,967.86	13,085.13	71,248.17	167,583	42.5
01-49-5002 OVERTIME	.00	576.92	.00	61.32	500	12.3
01-49-5055 OVERTIME	238.98	.00	.00	.00	0	.0
01-49-5060 PAYROLL TAXES	8,929.34	10,679.37	973.10	5,297.15	14,777	35.9
01-49-5061 WELLNESS PROGRAM	.00	15,187.84	3,641.35	20,164.14	36,920	54.6
01-49-5062 TUITION REIMBURSEMENT	.00	.00	.00	.00	3,000	.0
01-49-5063 TRAINING	.00	1,421.95	80.35	1,046.70	7,000	15.0
01-49-5065 WORKERS COMP	1,786.16	2,140.86	207.06	1,220.92	5,000	24.4
01-49-5066 HEALTH INSURANCE	9,728.22	9,521.42	1,774.30	11,238.79	21,206	53.0
01-49-5067 MEDICAL SAVINGS	2,994.78	549.89	16.66	124.95	600	20.8
01-49-5068 MEDICAL SAVINGS	599.88	.00	.00	.00	0	.0
01-49-5070 DEFERRED COMPENSATION	.00	3,634.76	165.26	1,159.37	8,357	13.9
01-49-5075 EMPLOYMENT/RECRUITMENT EXPENSE	859.75	.00	.00	.00	0	.0
01-49-5160 MERCHANDISE FOR RESALE	1,510.94	.00	.00	.00	0	.0
01-49-5201 COMPUTER/TECHNOLOGY	2,600.00	.00	.00	.00	0	.0
01-49-5202 PRINTING EXPENSE	4,736.64	.00	.00	.00	0	.0
01-49-5203 UNIFORMS	765.51	.00	.00	.00	0	.0
01-49-5205 POSTAGE	1,894.36	.00	.00	.00	0	.0
01-49-5216 FLEET R&M	1.00	.00	.00	.00	0	.0
01-49-5220 TOWN DECORATIONS	3,298.10	.00	.00	.00	0	.0
01-49-5236 COMMUNITY ENGAGEMENT	7,612.91	.00	.00	.00	0	.0
01-49-5253 GAS & OIL	194.28	.00	.00	.00	0	.0
01-49-5260 RECREATION PROGRAMS	22,095.63	.00	.00	.00	0	.0
01-49-5261 COMMUNITY DAY	42,682.48	.00	.00	.00	0	.0
01-49-5262 TOWN EVENTS	48,921.95	.00	.00	.00	0	.0
01-49-5265 SENIOR EVENTS	6,224.20	.00	.00	.00	0	.0
01-49-5300 TELEPHONE	776.05	.00	.00	.00	0	.0
01-49-5320 GENERAL LIABILITY INSURANCE	5,964.85	.00	.00	.00	0	.0
01-49-5330 TRAINING	6,355.82	.00	.00	.00	0	.0
01-49-5331 DUES/MEMBERSHIPS	8,727.13	.00	.00	.00	0	.0
01-49-5349 WELLNESS PROGRAM	7,771.33	.00	.00	.00	0	.0
01-49-5399 OTHER PROFESSIONAL SERVICES	13,673.60	.00	.00	.00	0	.0
01-49-5401 CONSULTANTS	6,059.00	.00	.00	.00	0	.0
01-49-5421 ECONOMIC DEVELOPMENT PROGRAMS	1,122.99	.00	.00	.00	0	.0
01-49-5560 CAPITAL OUTLAY--SFTWR UPGRADES	7,156.59	.00	.00	.00	0	.0
01-49-5700 MISC. EXPENSE	907.48	.00	.00	.00	0	.0
01-49-6104 COMPUTER/TECHNOLOGY SERVICES	.00	.00	.00	2,995.50	3,000	99.9
01-49-6109 CONSULTING FEES	.00	15,137.50	11,725.00	11,725.00	30,000	39.1
01-49-6110 TELEPHONE	.00	872.05	139.05	1,330.23	960	138.6
01-49-6121 PRINTING EXPENSE	.00	5,155.53	.00	6,922.50	15,000	46.2
01-49-6149 COMMUNITY ENGAGEMENT	.00	2,741.47	2,247.69	7,604.18	10,000	76.0
01-49-6199 OTHER PROFESSIONAL SERVICES	.00	33,491.64	3,618.85	10,294.85	40,000	25.7
01-49-6210 EMPLOYMENT/RECRUITMENT EXPENSE	.00	172.18	.00	105.54	2,000	5.3
01-49-6214 TOWN EVENTS	.00	5,857.97	.00	.00	0	.0
01-49-6301 PROPERTY & LIABILITY INSURANCE	.00	4,976.69	1,590.07	4,463.58	5,800	77.0
01-49-6311 INTERNET/WEBSITE EXPENSE	.00	.00	.00	.00	12,300	.0
01-49-6402 ECONOMIC DEVELOPMENT PROGRAMS	.00	22,870.93	806.16	17,616.23	50,000	35.2
01-49-6511 POSTAGE	.00	596.32	.00	.00	4,000	.0
01-49-6610 DUES & SUBSCRIPTIONS	.00	7,387.27	631.65	5,785.83	25,000	23.1
01-49-6999 OTHER CONTRACTUAL SERVICES	.00	270.46	.00	9,975.00	10,000	99.8
01-49-7026 TOWN DECORATIONS	.00	1,645.53	354.00	2,334.00	10,000	23.3
01-49-7051 UNIFORMS	.00	639.77	345.93	990.04	1,000	99.0

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

GENERAL FUND

	YTD ACTUAL 2024-	YTD ACTUAL 2025-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCN
01-49-7101 GAS & OIL	.00	204.91	92.09	135.04	0	.0
01-49-7550 FURNISHINGS	.00	.00	.00	809.10	2,000	40.5
01-49-7801 MERCHANDISE FOR RESALE	.00	1,794.62	.00	.00	0	.0
01-49-7999 OTHER COMMODITIES	.00	393.20	350.47	616.28	2,000	30.8
01-49-8501 CAPITAL OUTLAY--WAYFINDING	.00	.00	469.00	469.00	200,000	.2
01-49-8532 CAPITAL OUTLAY--SOFTWAREUPGRAD	.00	7,500.00	.00	.00	20,000	.0
TOTAL COMMUNITY ENGAGEMENT	342,995.09	292,388.91	42,313.17	195,733.41	708,003	27.7
NON-DEPARTMENTAL						
01-90-5001 SALARIES & WAGES ADJ	.00	.00	.00	.00	275,000	.0
01-90-5804 TRANSFER TO STREET IMPVT FD	187,500.00	.00	.00	.00	0	.0
01-90-5805 TRANSFER TO CAPITAL IMPROVEMEN	1,247,656.00	.00	.00	.00	0	.0
01-90-8151 SPECIAL PROJECTS	.00	.00	.00	.00	8,871	.0
01-90-9904 TRANSFER TO STREET FUND	.00	187,500.00	.00	.00	0	.0
TOTAL NON-DEPARTMENTAL	1,435,156.00	187,500.00	.00	.00	283,871	.0
TOTAL FUND EXPENDITURES	5,187,019.22	4,373,959.85	770,700.18	4,720,909.83	11,440,975	41.3
NET REVENUE OVER EXPENDITURES	851,701.07	945,924.51	(3,267.01)	1,188,805.25	3-	3962

TOWN OF MEAD
BALANCE SHEET
JUNE 30, 2026

STREET IMPROVEMENT FUND

ASSETS

04-01-0100	COMBINED CASH	1,463,163.45	
04-01-1301	A/R - GENERAL	414,501.57	
	TOTAL ASSETS		1,877,665.02

LIABILITIES AND EQUITY

LIABILITIES

04-02-2000	ACCOUNTS PAYABLE	35,837.48	
04-02-2005	RETAINAGE PAYABLE	88,560.94	
04-02-2300	457(B) DEFERRED COMP PAYABLE	1,364.50	
04-02-2301	SALARIES & WAGES PAYABLE	12,788.20	
04-02-2310	EMPLOYEE HEALTH INS. PAYABLE	7,380.17	
04-02-2400	FED. WITHHOLDING TAX PAYABLE	2,059.38	
04-02-2401	SOCIAL SECURITY TAX PAYABLE	2,174.22	
04-02-2402	MEDICARE TAX PAYABLE	508.48	
04-02-2403	STATE WITHHOLDING TAX PAYABLE	2,029.30	
04-02-2404	STATE UNEMPLOYMENT TAX PAYABLE	218.52	
04-02-2410	ACCRUED PAYROLL & BENEFITS	5,017.77	
	TOTAL LIABILITIES		157,938.96

FUND EQUITY

04-02-3001	FUND BALANCE	1,837,941.68	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	(118,215.62)	
	BALANCE - CURRENT DATE	(118,215.62)	
	TOTAL FUND EQUITY		1,719,726.06
	TOTAL LIABILITIES AND EQUITY		1,877,665.02

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

STREET IMPROVEMENT FUND

	YTD ACTUAL 2024-	YTD ACTUAL 2025-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCNT
<u>TAXES</u>						
04-10-4005 HIGHWAY USERS TAX	144,046.92	156,248.50	29,000.99	163,909.69	338,960	48.4
04-10-4010 SALES TAX	906,860.31	910,080.82	172,746.51	1,087,773.67	2,340,000	46.5
04-10-4015 ROAD & BRIDGE TAX	60,638.84	39,755.35	8,224.69	49,074.49	100,000	49.1
04-10-4025 M.V. REGISTRATION	13,154.52	14,109.49	2,525.21	12,739.06	85,000	15.0
04-10-4030 BUILDING USE TAX	132,401.03	118,302.84	21,634.74	105,058.11	288,535	36.4
TOTAL TAXES	1,257,101.62	1,238,497.00	234,132.14	1,418,555.02	3,152,495	45.0
<u>FEES AND PERMITS</u>						
04-11-4102 RIGHT-OF-WAY PERMITS	82,960.00	62,766.00	15,266.76	24,286.76	75,000	32.4
04-11-4141 ADMINISTRATIVE CHARGES	.00	.00	.00	.00	15,580	.0
TOTAL FEES AND PERMITS	82,960.00	62,766.00	15,266.76	24,286.76	90,580	26.8
<u>SOURCE 15</u>						
04-15-4902 CONTRIBUTIONS FROM DEVELOPERS	.00	.00	.00	787,219.00	0	.0
TOTAL SOURCE 15	.00	.00	.00	787,219.00	0	.0
<u>TRANSFERS IN</u>						
04-16-4601 TRANSFER FROM GF	187,500.00	187,500.00	.00	.00	0	.0
04-16-4602 TRANSFER FROM CAPITAL IMPROV	.00	500,000.00	.00	.00	0	.0
TOTAL TRANSFERS IN	187,500.00	687,500.00	.00	.00	0	.0
<u>MISCELLANEOUS</u>						
04-18-4619 INTEREST INCOME	52,880.88	35,869.65	4,042.87	30,786.80	38,500	80.0
04-18-4627 LEASE PROCEEDS	.00	410,000.00	.00	.00	0	.0
TOTAL MISCELLANEOUS	52,880.88	445,869.65	4,042.87	30,786.80	38,500	80.0
TOTAL FUND REVENUE	1,580,442.50	2,434,632.65	253,441.77	2,260,847.58	3,281,575	68.9

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

STREET IMPROVEMENT FUND

	YTD ACTUAL 2024-	YTD ACTUAL 2025-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCN
<u>STREETS</u>						
04-44-5001 SALARIES & WAGES	203,087.29	216,414.01	36,150.91	231,239.21	441,514	52.4
04-44-5002 OVERTIME	.00	653.96	472.56	2,060.55	10,000	20.6
04-44-5055 OVERTIME	1,605.27	1,100.10	.00	.00	0	.0
04-44-5060 PAYROLL TAXES	15,300.87	16,353.13	2,688.19	17,213.86	41,388	41.6
04-44-5063 TRAINING	.00	5,198.91	1,833.04	10,274.12	15,000	68.5
04-44-5065 WORKERS COMPENSATION	10,864.65	11,985.06	1,782.16	12,055.60	26,510	45.5
04-44-5066 HEALTH INSURANCE	30,849.07	36,885.23	7,321.00	43,540.37	87,127	50.0
04-44-5067 MEDICAL SAVINGS	5,850.02	504.13	116.66	699.96	1,130	61.9
04-44-5068 MEDICAL SAVINGS	549.54	.00	.00	.00	0	.0
04-44-5070 DEFERRED COMPENSATION	.00	7,600.82	1,265.24	7,996.00	14,483	55.2
04-44-5201 COMPUTER/TECHNOLOGY	14,797.33	.00	.00	.00	0	.0
04-44-5203 UNIFORMS	4,727.22	.00	.00	.00	0	.0
04-44-5210 OPERATING SUPPLIES	93.03-	.00	.00	.00	0	.0
04-44-5215 REPAIRS & MAINTENANCE--STREETS	20,738.14	.00	.00	.00	0	.0
04-44-5216 REPAIR & MAINT.--FLEET	8,970.23	.00	.00	.00	0	.0
04-44-5217 REPAIR & MAINTENANCE--BRIDGES	185,834.91	.00	.00	.00	0	.0
04-44-5250 ASPHALT/STREET PATCHING	4,392.00	.00	.00	.00	0	.0
04-44-5252 STREET SIGNS & MARKERS	8,359.23	.00	.00	.00	0	.0
04-44-5253 GAS & OIL	2,769.35	.00	.00	.00	0	.0
04-44-5254 TOOLS	16,730.66	.00	.00	.00	0	.0
04-44-5255 SAFETY EQUIPMENT	2,439.15	.00	.00	.00	0	.0
04-44-5300 TELEPHONE	1,452.23	.00	.00	.00	0	.0
04-44-5305 UTILITIES	17,922.56	.00	.00	.00	0	.0
04-44-5320 PROPERTY & LIABILITY INSURANCE	22,702.97	.00	.00	.00	0	.0
04-44-5330 TRAINING	3,802.83	.00	.00	.00	0	.0
04-44-5331 DUES & MEMBERSHIPS	1,729.50	.00	.00	.00	0	.0
04-44-5360 STREET SWEEPING	15,768.00	.00	.00	.00	0	.0
04-44-5361 DUST CONTROL	11,750.93	.00	.00	.00	0	.0
04-44-5364 SNOW REMOVAL	3,180.71	.00	.00	.00	0	.0
04-44-5369 EQUIPMENT RENTAL	27,321.66	.00	.00	.00	0	.0
04-44-5405 ENGINEERING FEES	14,043.62	.00	.00	.00	0	.0
04-44-5491 VEHICLE LEASE EXPENSES	31,359.33	.00	.00	.00	0	.0
04-44-5500 CAPITAL OUTLAY	4,342.07	.00	.00	.00	0	.0
04-44-5501 CAPITAL OUTLAY-GRADER SHED	1,270.91	.00	.00	.00	0	.0
04-44-6104 COMPUTER/TECHNOLOGY SERVICES	.00	21,912.90	152.50	9,957.33	21,000	47.4
04-44-6108 ENGINEERING FEES	.00	17,988.00	.00	.00	30,000	.0
04-44-6110 TELEPHONE	.00	1,501.26	253.83	1,582.50	4,376	36.2
04-44-6111 UTILITIES	.00	25,815.78	13,426.86	31,854.52	50,000	63.7
04-44-6113 TRASH REMOVAL	.00	.00	.00	.00	1,000	.0
04-44-6121 PRINTING EXPENSE	.00	.00	.00	.00	5,000	.0
04-44-6123 MATERIALS TESTING	.00	.00	.00	.00	25,000	.0
04-44-6210 EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	100.00	195.00	1,500	13.0
04-44-6301 PROPERTY & LIABILITY INSURANCE	.00	25,543.85	7,950.34	22,747.67	33,700	67.5
04-44-6405 EQUIPMENT RENTAL	.00	9,864.60	20,926.57	80,481.89	40,000	201.2
04-44-6610 DUES & SUBSCRIPTIONS	.00	3,599.52	2,863.33	22,977.77	25,300	90.8
04-44-6802 REPAIR & MTNCE--STREETS	.00	9,739.20	683,533.50	1,687,388.06	2,210,000	76.4
04-44-6803 REPAIR & MTNCE--DRAINAGE	.00	.00	.00	.00	30,000	.0
04-44-6805 REPAIR & MTNCE--FLEET	.00	14,834.21	5,563.13	34,138.59	50,000	68.3
04-44-6810 REPAIR & MTNCE--BRIDGES	.00	.00	.00	.00	35,000	.0
04-44-6831 SNOW REMOVAL	.00	68,887.21	.00	.00	120,000	.0
04-44-6832 SEALCOATING	.00	36,801.00	.00	76,893.60	225,000	34.2
04-44-6833 STREET SWEEPING	.00	21,330.00	.00	113.13	10,000	1.1

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

STREET IMPROVEMENT FUND

	YTD ACTUAL 2024-	YTD ACTUAL 2025-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCN
04-44-6834 DUST CONTROL	.00	7,521.88	.00	4,647.01	55,000	8.5
04-44-6835 WEED CONTROL	.00	.00	.00	649.95	15,000	4.3
04-44-6836 STREET STRIPING	.00	.00	.00	1,397.46	150,000	.9
04-44-6851 VEHICLE LEASE EXPENSES	.00	64,754.72	71.48	6,930.31	123,800	5.6
04-44-6999 OTHER CONTRACTUAL SERVICES	.00	.00	.00	.00	50,000	.0
04-44-7020 OPERATING SUPPLIES	.00	512.53	179.93	2,138.23	20,000	10.7
04-44-7041 STREET SIGNS & MARKERS	.00	5,854.07	1,488.60	13,940.62	120,000	11.6
04-44-7051 UNIFORMS	.00	5,413.68	973.71	3,925.64	12,000	32.7
04-44-7101 GAS & OIL	.00	6,065.43	4,505.67	7,942.68	25,000	31.8
04-44-7255 SAFETY EQUIPMENT	.00	381.20	1,077.60	2,319.03	3,500	66.3
04-44-7305 TOOLS	.00	1,307.54	1,212.38	3,442.09	15,000	23.0
04-44-7605 GRAVEL	.00	3,548.33	.00	34,488.45	50,000	69.0
04-44-8151 SPECIAL PROJECTS	.00	.00	.00	.00	50,000	.0
04-44-8505 GRADER SHED	.00	.00	.00	.00	35,000	.0
04-44-8580 CAPITAL OUTLAY--STREET SWEEPER	.00	410,000.00	3,832.00	3,832.00	0	.0
04-44-8599 OTHER CAPITAL OUTLAY	.00	96,518.85	.00	.00	0	.0
04-44-9110 CONTINGENCY	.00	.00	.00	.00	100,000	.0
04-44-9541 LEASE PURCH PRIN--2025 SWEEPER	.00	95,000.00	.00	.00	73,629	.0
04-44-9542 LEASE PURCH INT--2025 SWEEPER	.00	.00	.00	.00	14,175	.0
TOTAL STREETS	694,419.22	1,251,391.11	799,741.19	2,379,063.20	4,466,132	53.3
TOTAL FUND EXPENDITURES	694,419.22	1,251,391.11	799,741.19	2,379,063.20	4,466,132	53.3
NET REVENUE OVER EXPENDITURES	886,023.28	1,183,241.54	(546,299.42)	(118,215.62)	1,184,557-	10.0-

TOWN OF MEAD
BALANCE SHEET
JUNE 30, 2026

CONSERVATION TRUST FUND

ASSETS

05-01-0100	CASH IN COMMON - CTF	42,916.03	
	TOTAL ASSETS		42,916.03

LIABILITIES AND EQUITY

FUND EQUITY

05-02-3001	FUND BALANCE	16,736.56	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	26,179.47	
	BALANCE - CURRENT DATE	26,179.47	
	TOTAL FUND EQUITY		42,916.03
	TOTAL LIABILITIES AND EQUITY		42,916.03

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

CONSERVATION TRUST FUND

		YTD ACTUAL 2024-	YTD ACTUAL 2025-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCNT
	<u>LOTTERY REVENUE</u>						
05-17-4630	LOTTERY REVENUE	41,874.93	38,436.93	.00	25,603.65	80,000	32.0
	TOTAL LOTTERY REVENUE	41,874.93	38,436.93	.00	25,603.65	80,000	32.0
	<u>MISCELLANEOUS REVENUE</u>						
05-18-4619	INTEREST & DIVIDEND INCOME	3,245.32	3,831.75	118.58	575.82	1,000	57.6
	TOTAL MISCELLANEOUS REVENUE	3,245.32	3,831.75	118.58	575.82	1,000	57.6
	TOTAL FUND REVENUE	45,120.25	42,268.68	118.58	26,179.47	81,000	32.3
	<u>PARKS</u>						
05-45-8510	CAPITAL OUTLAY--OTHER EQUIP	.00	.00	.00	.00	75,000	.0
	TOTAL PARKS	.00	.00	.00	.00	75,000	.0
	TOTAL FUND EXPENDITURES	.00	.00	.00	.00	75,000	.0
	NET REVENUE OVER EXPENDITURES	45,120.25	42,268.68	118.58	26,179.47	6,000	436.3

TOWN OF MEAD
BALANCE SHEET
JUNE 30, 2026

SEWER FUND

ASSETS

06-01-0100	COMBINED CASH	1,607,699.18	
06-01-1302	PREPAID EXPENSE	542.00	
06-01-1305	ACCUM DEPRECIATION - PLANT & E	(4,619,053.78)	
06-01-1306	A/R-UTILITY BILLING	133,382.42	
06-01-1501	LAND	294,834.95	
06-01-1502	LAND IMPROV.	322,159.37	
06-01-1503	SEWER COLLECTION SYSTEM	2,045,661.26	
06-01-1504	BUILDINGS	281,750.60	
06-01-1506	MACH. & EQUIP.	179,757.28	
06-01-1507	WASTEWATER TREATMENT PLANT	7,528,476.00	
06-01-1510	CONSTRUCTION IN PROGRESS	139,889.10	
	TOTAL ASSETS		7,915,098.38

LIABILITIES AND EQUITY

LIABILITIES

06-02-2000	ACCOUNTS PAYABLE	12,070.69	
06-02-2005	RETAINAGE PAYABLE	20,832.50	
06-02-2200	LOAN PAYABLE CWRPDA--LT	1,136,017.21	
06-02-2201	LOAN PAYABLE CWRPDA--CURRENT	88,192.43	
06-02-2300	EMPLOYEE PENSION PAYABLE	671.17	
06-02-2301	SALARY WAGES PAYABLE	5,746.74	
06-02-2310	EMPLOYEE HEALTH INS. PAYABLE	(3,237.39)	
06-02-2314	401(A) CONTRIBUTIONS PAYABLE	62.82	
06-02-2400	FED. WITHHOLDING TAX PAYABLE	998.76	
06-02-2401	SOCIAL SECURITY TAX PAYABLE	1,027.83	
06-02-2402	MEDICARE TAX PAYABLE	240.39	
06-02-2403	STATE WITHHOLDING TAX PAYABLE	1,036.25	
06-02-2404	STATE UNEMPLOYMENT TAX PAYABLE	115.55	
06-02-2410	ACCRUED PAYROLL & BENEFITS	2,582.46	
06-02-2500	ACC'D COMPENSATED ABS--CURRENT	1,346.00	
06-02-2501	ACCR'D COMPENSATED ABSENCES-LT	12,114.02	
06-02-2502	ACCRUED INT PAYABLE--CWRPDA	17,802.05	
06-02-2601	BOND PREMIUM--UNAMORTIZED	38,883.88	
	TOTAL LIABILITIES		1,336,503.36

FUND EQUITY

06-02-3001	FUND BALANCE	6,133,345.36	
	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	4,849.66	
	BALANCE - CURRENT DATE	445,249.66	
	TOTAL FUND EQUITY		6,578,595.02

TOWN OF MEAD
BALANCE SHEET
JUNE 30, 2026

SEWER FUND

TOTAL LIABILITIES AND EQUITY

7,915,098.38

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

SEWER FUND

	YTD ACTUAL 2024-	YTD ACTUAL 2025-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCNT
<u>CHARGES FOR SERVICES</u>						
06-11-4150 SEWER USER FEES	496,242.62	504,668.74	93,685.23	538,560.04	1,064,000	50.6
06-11-4152 RATERINK LIFT STA. SURCHARGE	6,361.20	7,200.00	1,200.00	7,200.00	15,264	47.2
06-11-4160 SEWER LATE/NSF FEES	7,910.00	8,300.95	1,400.00	9,601.55	16,500	58.2
06-11-4165 SEWER TAP FEES	126,341.00	94,226.00	.00	40,110.00	156,566	25.6
06-11-4166 RATERINK CAPITAL MTNCE FEE	.00	15,420.00	4,120.00	21,620.00	50,000	43.2
TOTAL CHARGES FOR SERVICES	636,854.82	629,815.69	100,405.23	617,091.59	1,302,330	47.4
<u>MISCELLANEOUS REVENUE</u>						
06-18-4619 INTEREST & DIVIDEND INCOME	36,309.80	35,624.13	4,442.24	27,902.89	50,000	55.8
06-18-4620 MISC. INCOME	.00	.00	.00	.00	1,000,000	.0
TOTAL MISCELLANEOUS REVENUE	36,309.80	35,624.13	4,442.24	27,902.89	1,050,000	2.7
TOTAL FUND REVENUE	673,164.62	665,439.82	104,847.47	644,994.48	2,352,330	27.4

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

SEWER FUND

	YTD ACTUAL 2024-	YTD ACTUAL 2025-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCN
<u>ADMINISTRATION</u>						
06-40-5001 SALARIES & WAGES	91,217.94	107,071.60	18,178.22	116,664.62	232,927	50.1
06-40-5002 OVERTIME	.00	308.99	207.77	2,481.70	1,000	248.2
06-40-5055 OVERTIME	463.41	.00	.00	.00	0	.0
06-40-5060 PAYROLL TAXES	7,021.18	8,301.57	1,394.44	9,151.32	20,481	44.7
06-40-5063 TRAINING	.00	243.00	.00	.00	2,500	.0
06-40-5065 WORKERS COMP	1,874.40	1,875.76	308.77	2,021.66	0	.0
06-40-5066 HEALTH INSURANCE	11,650.13	13,344.52	2,922.76	15,875.75	27,982	56.7
06-40-5067 MEDICAL SAVINGS	4,698.95	933.73	184.58	1,165.44	710	164.2
06-40-5068 HSA CONTRIBUTIONS	398.74	.00	18.76	112.56	0	.0
06-40-5070 DEFERRED COMPENSATION	.00	5,133.01	471.20	4,200.76	11,153	37.7
06-40-5205 POSTAGE	2,075.20	.00	.00	.00	0	.0
06-40-5300 TELEPHONE	473.07	.00	.00	.00	0	.0
06-40-5320 GENERAL LIABILITY INSURANCE	7,567.66	.00	.00	.00	0	.0
06-40-5331 DUES AND MEMBERSHIP	1,050.00	.00	.00	.00	0	.0
06-40-5399 OTHER PROFESSIONAL SERVICES	5,285.25	.00	.00	.00	0	.0
06-40-5400 LEGAL FEES	4,880.48	.00	.00	.00	0	.0
06-40-5401 CONSULTING FEES	5,987.63	.00	.00	.00	0	.0
06-40-5405 ENGINEERING FEES	12,645.40	.00	.00	.00	0	.0
06-40-5410 PLANNING/CONSULTANTS	1,062.27	.00	.00	.00	0	.0
06-40-5460 ADMINISTRATIVE OVERHEAD	4,471.00	.00	.00	.00	0	.0
06-40-5701 BANK FEES	3,142.66	.00	.00	.00	0	.0
06-40-5705 MILEAGE	300.00	.00	.00	.00	0	.0
06-40-6101 LEGAL FEES	.00	7,109.53	139.60	1,336.50	15,836	8.4
06-40-6104 COMPUTER/TECHNOLOGY SERVICES	.00	3,436.47	.00	600.00	5,000	12.0
06-40-6105 AUDIT FEES	.00	.00	.00	.00	8,193	.0
06-40-6106 PLANNING FEES	.00	1,254.21	.00	1,660.43	2,400	69.2
06-40-6108 ENGINEERING FEES	.00	30,231.20	.00	667.00	25,000	2.7
06-40-6109 CONSULTING FEES	.00	12,220.65	1,548.00	5,075.72	25,000	20.3
06-40-6110 TELEPHONE	.00	537.05	93.51	591.12	714	82.8
06-40-6199 OTHER PROFESSIONAL SERVICES	.00	4,230.67	10,404.24	13,557.04	8,000	169.5
06-40-6301 PROPERTY & LIABILITY INSURANCE	.00	7,912.14	2,650.11	7,046.61	12,300	57.3
06-40-6316 BANK FEES	.00	4,035.77	1,732.77	4,278.44	7,500	57.1
06-40-6511 POSTAGE	.00	2,631.30	.00	1,098.95	7,500	14.7
06-40-6512 MILEAGE	.00	300.00	50.00	300.00	600	50.0
06-40-6610 DUES & SUBSCRIPTIONS	.00	1,050.00	.00	1,552.50	2,500	62.1
06-40-6801 REPAIR & MTNCE--BUILDINGS	.00	.00	208.00	712.99	50,000	1.4
06-40-6891 ADMINISTRATIVE OVERHEAD	.00	.00	.00	.00	12,353	.0
TOTAL ADMINISTRATION	166,265.37	212,161.17	40,512.73	190,151.11	479,649	39.6

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

SEWER FUND

	YTD ACTUAL 2024-	YTD ACTUAL 2025-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCN
<u>OPERATIONS</u>						
06-47-5215 REPAIRS & MAINT	26,787.79	.00	.00	.00	0	.0
06-47-5227 CHEMICALS	538.20	.00	.00	.00	0	.0
06-47-5231 SLUDGE DISPOSAL	39,723.12	.00	.00	.00	0	.0
06-47-5253 GAS & OIL	908.59	.00	.00	.00	0	.0
06-47-5305 UTILITIES	25,688.08	.00	.00	.00	0	.0
06-47-5306 UTILITIES--RATERINK	358.20	.00	.00	.00	0	.0
06-47-5310 TRASH	753.91	.00	.00	.00	0	.0
06-47-5348 PEST CONTROL	1,263.60	.00	.00	.00	0	.0
06-47-5363 WEED CONTROL	799.95	.00	.00	.00	0	.0
06-47-5390 SEWER MAINT. CONTRACT	31,018.76	.00	.00	.00	0	.0
06-47-5391 SEWER TESTING	3,515.42	.00	.00	.00	0	.0
06-47-5392 LINE LOCATOR	2,631.60	.00	.00	.00	0	.0
06-47-5396 R&M--RATERINK LIFT STATION	5,787.59	.00	.00	.00	0	.0
06-47-5558 CAPITAL OUTLAY-BLOWER REPLACE	2,809.69	.00	.00	.00	0	.0
06-47-6111 UTILITIES	.00	35,288.28	9,667.73	30,804.98	80,000	38.5
06-47-6112 UTILITIES--RATERINK	.00	455.75	117.65	298.41	1,000	29.8
06-47-6113 TRASH REMOVAL	.00	861.50	146.75	733.75	2,000	36.7
06-47-6114 PEST CONTROL	.00	.00	.00	2,856.50	1,500	190.4
06-47-6120 LINE LOCATIONING SERVICE	.00	3,131.85	432.07	2,525.49	7,200	35.1
06-47-6125 SEWER TESTING	.00	3,962.24	549.12	3,227.52	8,000	40.3
06-47-6601 SLUDGE DISPOSAL	.00	37,802.57	5,928.30	39,395.80	80,000	49.2
06-47-6610 DUES AND SUBSCRIPTIONS	.00	450.00	.00	.00	1,000	.0
06-47-6803 REPAIR & MTNCE--DRAINAGE	.00	4,429.15	.00	.00	5,000	.0
06-47-6804 REPAIR & MTNCE--SEWER LINES	.00	.00	.00	.00	15,000	.0
06-47-6807 REPAIR & MTNCE--RATERINKLIFTS	.00	18,240.10	364.00	(3,323.00)	65,000	5.1-
06-47-6808 REPAIR & MTNCE--WWTP	.00	15,719.81	6,813.70	23,915.03	65,000	36.8
06-47-6835 WEED CONTROL	.00	.00	.00	.00	1,000	.0
06-47-6837 SEWER MTNCE CONTRACT	.00	38,214.48	6,529.00	40,557.18	90,000	45.1
06-47-6838 SEWER LINE FLUSHING	.00	825.48	.00	.00	200,000	.0
06-47-7020 OPERATING SUPPLIES	.00	.00	.00	.00	1,000	.0
06-47-7101 GAS & OIL	.00	1,351.87	765.92	1,423.49	4,000	35.6
06-47-7305 TOOLS	.00	1,378.91	.00	.00	2,000	.0
06-47-7401 STATE DISCHARGE PERMIT	.00	115.00	110.43	343.83	3,000	11.5
06-47-7601 CHEMICALS	.00	.00	.00	.00	1,250	.0
06-47-8512 CAPITAL OUTLAY--COAT CHANNELS	.00	.00	.00	.00	75,000	.0
06-47-8525 CAPITAL OUTLAY--CIPP	.00	12,422.23	.00	.00	0	.0
06-47-8527 CAPITAL OUTLAY--BLOWER REPLMT	.00	25,047.50	478.50	227,024.90	385,000	59.0
06-47-8599 OTHER CAPITAL OUTLAY	.00	963.00	5,160.00	14,630.37	1,763,000	.8
06-47-9110 CONTINGENCY	.00	97.20	.00	502.20	100,000	.5
TOTAL OPERATIONS	142,584.50	200,756.92	37,063.17	384,916.45	2,955,950	13.0

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

SEWER FUND

		YTD ACTUAL 2024-	YTD ACTUAL 2025-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCN
<u>DEBT SERVICE</u>							
06-98-9610	2007 CWRPDA LOAN--PRINCIPAL	.00	42,228.18	.00	42,965.06	88,192	48.7
06-98-9611	2007 CWRPDA LOAN--INTEREST	.00	22,849.08	.00	22,112.20	41,962	52.7
06-98-9801	2007 CWRPDA LOAN--PRINCIPAL	40,792.11	.00	.00	.00	0	.0
06-98-9802	2007 CWRPDA LOAN--INTEREST	24,285.15	.00	.00	.00	0	.0
	TOTAL DEBT SERVICE	65,077.26	65,077.26	.00	65,077.26	130,154	50.0
	TOTAL FUND EXPENDITURES	373,927.13	477,995.35	77,575.90	640,144.82	3,565,753	18.0
	NET REVENUE OVER EXPENDITURES	299,237.49	187,444.47	27,271.57	4,849.66	1,213,423-	.4

TOWN OF MEAD
BALANCE SHEET
JUNE 30, 2026

POLICE IMPACT FUND

ASSETS

08-01-0100	CASH IN COMMON - POLICE	12,357.31	
	TOTAL ASSETS		12,357.31

LIABILITIES AND EQUITY

FUND EQUITY

08-02-3001	FUND BALANCE	34,788.74	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	(22,431.43)	
	BALANCE - CURRENT DATE	(22,431.43)	
	TOTAL FUND EQUITY		12,357.31
	TOTAL LIABILITIES AND EQUITY		12,357.31

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

POLICE IMPACT FUND

		YTD ACTUAL 2024-	YTD ACTUAL 2025-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCNT
	<u>FEEES AND PERMITS</u>						
08-11-4165	IMPACT FEES	27,308.67	25,782.00	3,804.00	22,719.00	73,007	31.1
	TOTAL FEES AND PERMITS	27,308.67	25,782.00	3,804.00	22,719.00	73,007	31.1
	<u>MISCELLANEOUS</u>						
08-18-4619	INTEREST & DIVIDEND INCOME	3,414.00	1,335.00	34.14	445.59	2,200	20.3
	TOTAL MISCELLANEOUS	3,414.00	1,335.00	34.14	445.59	2,200	20.3
	TOTAL FUND REVENUE	30,722.67	27,117.00	3,838.14	23,164.59	75,207	30.8
	<u>POLICE</u>						
08-42-5491	VEHICLE LEASE EXPENSES	55,471.85	.00	.00	.00	0	.0
08-42-5511	CAPITAL OUTLAY--BLDGS & IMPVTS	8,967.03	.00	.00	.00	0	.0
08-42-6851	VEHICLE LEASE EXPENSES	.00	100,197.45	.00	45,596.02	103,114	44.2
	TOTAL POLICE	64,438.88	100,197.45	.00	45,596.02	103,114	44.2
	TOTAL FUND EXPENDITURES	64,438.88	100,197.45	.00	45,596.02	103,114	44.2
	NET REVENUE OVER EXPENDITURES	33,716.21-	73,080.45-	3,838.14	(22,431.43)	27,907-	80.4-

TOWN OF MEAD
BALANCE SHEET
JUNE 30, 2026

MUNIL FACILITIES IMPACT FUND

ASSETS

09-01-0100	COMBINED CASH	2,464,235.24	
09-01-1011	CASH WITH ESCROW AGENT	234,814.56	
09-01-1300	A/R - MISCELLANEOUS	211,410.70	
09-01-1308	DEPOSIT ON PURCHASE	67,889.66	
	TOTAL ASSETS		2,978,350.16

LIABILITIES AND EQUITY

LIABILITIES

09-02-2000	ACCOUNTS PAYABLE	171,748.44	
09-02-2005	RETAINAGE PAYABLE	(23,967.46)	
	TOTAL LIABILITIES		147,780.98

FUND EQUITY

09-02-3003	FUND BALANCE-MUNICIPAL	2,774,298.33	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	56,270.85	
	BALANCE - CURRENT DATE	56,270.85	
	TOTAL FUND EQUITY		2,830,569.18
	TOTAL LIABILITIES AND EQUITY		2,978,350.16

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

MUNIL FACILITIES IMPACT FUND

		YTD ACTUAL 2024-	YTD ACTUAL 2025-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCNT
	<u>FEES</u>						
09-11-4165	IMPACT FEES	234,812.00	225,879.00	33,360.00	199,239.00	588,870	33.8
	TOTAL FEES	234,812.00	225,879.00	33,360.00	199,239.00	588,870	33.8
	<u>GRANTS</u>						
09-15-4544	DOLA--EIAF 9871- STATE FUNDS	.00	.00	28,729.00	28,729.00	0	.0
09-15-4545	GRANTS--EIAF 9349 STATE FUNDS	.00	.00	.00	.00	150,000	.0
09-15-4546	DOLA EIAF GRANT-COMMUNITY CENT	.00	277,213.89	.00	211,410.70	0	.0
	TOTAL GRANTS	.00	277,213.89	28,729.00	240,139.70	150,000	160.1
	<u>TRANSFERS IN</u>						
09-16-4819	TRF FR CAPITAL IMPRVT FUND	1,250,000.00	.00	.00	.00	0	.0
	TOTAL TRANSFERS IN	1,250,000.00	.00	.00	.00	0	.0
	<u>MISCELLANEOUS REVENUE</u>						
09-18-4619	INTEREST & DIVIDEND INCOME	103,772.89	77,559.13	6,808.93	43,257.58	45,000	96.1
	TOTAL MISCELLANEOUS REVENUE	103,772.89	77,559.13	6,808.93	43,257.58	45,000	96.1
	TOTAL FUND REVENUE	1,588,584.89	580,652.02	68,897.93	482,636.28	783,870	61.6
	<u>ADMINISTRATION</u>						
09-40-8502	CAPITAL OUTLAY--BOARD/CT ROOM	11,715.50	.00	.00	.00	0	.0
09-40-8516	CAPITAL OUTLAY--BLDGS & IMPVTS	.00	.00	.00	.00	15,000	.0
09-40-8599	OTHER CAPITAL OUTLAY	.00	.00	.00	.00	125,000	.0
	TOTAL ADMINISTRATION	11,715.50	.00	.00	.00	140,000	.0
	<u>DEPARTMENT 42</u>						
09-42-8516	CAPITAL OUTLAY--BLDGS & IMPVTS	.00	.00	52,799.43	344,397.04	420,000	82.0
	TOTAL DEPARTMENT 42	.00	.00	52,799.43	344,397.04	420,000	82.0

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

MUNIL FACILITIES IMPACT FUND

	YTD ACTUAL 2024-	YTD ACTUAL 2025-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCN
<u>STREETS</u>						
09-44-5602 LEASE PURCH PRIN--2021 TRUCK 2	40,689.18	.00	.00	.00	0	.0
09-44-5603 LEASE PURCH INT--2021 TRUCK 2	2,554.00	.00	.00	.00	0	.0
09-44-9520 LEASE PURCHASE PRIN--2021 TRK2	.00	41,947.18	.00	.00	0	.0
09-44-9521 LEASE PURCHASE INT--2021 TRK2	.00	1,296.00	.00	.00	0	.0
09-44-9531 LEASE PUCH PRIN--2025 DUMP TRU	.00	67,889.66	.00	53,612.66	53,613	100.0
09-44-9532 LEASE PURCH INT-2025 DUMP TRUC	.00	.00	.00	14,277.00	14,277	100.0
TOTAL STREETS	43,243.18	111,132.84	.00	67,889.66	67,890	100.0
<u>PARKS</u>						
09-45-5491 VEHICLE LEASE EXPENSES	33,178.04	.00	.00	.00	0	.0
09-45-6851 VEHICLE LEASE EXPENSES	.00	33,857.73	.00	25,449.44	58,300	43.7
TOTAL PARKS	33,178.04	33,857.73	.00	25,449.44	58,300	43.7
<u>COMMUNITY ENGAGEMENT</u>						
09-49-5491 VEHICLE LEASE EXPENSES	5,605.80	.00	.00	.00	0	.0
09-49-6851 VEHICLE LEASE EXPENSES	.00	5,402.32	.00	4,419.75	11,300	39.1
09-49-8516 CAPITAL OUTLAY--BLDGS & IMPVTS	897,847.44	3,167,990.49	.00	(15,790.46)	0	.0
TOTAL COMMUNITY ENGAGEMENT	903,453.24	3,173,392.81	.00	(11,370.71)	11,300	100.6
TOTAL FUND EXPENDITURES	991,589.96	3,318,383.38	52,799.43	426,365.43	697,490	61.1
NET REVENUE OVER EXPENDITURES	596,994.93	2,737,731.36-	16,098.50	56,270.85	86,380	65.1

TOWN OF MEAD
BALANCE SHEET
JUNE 30, 2026

TRANSPORTATION IMPACT FUND

ASSETS

14-01-0100	COMBINED CASH	(1,053,632.94)	
14-01-1011	CASH WITH ESCROW AGENT	524,872.77	
14-01-1301	A/R- GENERAL	2,335,677.23	
	TOTAL ASSETS		1,806,917.06

LIABILITIES AND EQUITY

LIABILITIES

14-02-2000	ACCOUNTS PAYABLE	21,636.09	
14-02-2005	RETAINAGE PAYABLE	309,387.34	
14-02-2014	DUE TO CONTRACTOR	226,979.01	
	TOTAL LIABILITIES		558,002.44

FUND EQUITY

14-02-3001	FUND BALANCE	2,880,754.68	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	(1,631,840.06)	
	BALANCE - CURRENT DATE	(1,631,840.06)	
	TOTAL FUND EQUITY		1,248,914.62
	TOTAL LIABILITIES AND EQUITY		1,806,917.06

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

TRANSPORTATION IMPACT FUND

	YTD ACTUAL 2024-	YTD ACTUAL 2025-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCNT
<u>FEES</u>						
14-11-4165 IMPACT FEES	324,958.00	312,610.00	46,170.00	275,745.00	950,061	29.0
TOTAL FEES	324,958.00	312,610.00	46,170.00	275,745.00	950,061	29.0
<u>GRANTS</u>						
14-15-4570 CDOT GRANT--SAFE ROUTES TO SCH	3,806.40	3,138.80	.00	23,111.78	318,000	7.3
14-15-4571 CDOT GRANT--UNDERPASS	.00	.00	.00	.00	3,710,000	.0
14-15-4575 CDOT GRANT--CR 34 BRIDGE	.00	.00	.00	.00	1,585,726	.0
14-15-4580 FEDERAL GRANT--3RD & WELKER	.00	69,745.49	.00	.00	1,000,000	.0
14-15-4586 CONTRIBUTION FR WC & DEV WCR 9	.00	3,000,000.00	.00	.00	0	.0
14-15-4901 CONTRIBUTIONS FR OTHER GOV'TS	.00	52,123.61	.00	.00	100,000	.0
14-15-4902 CONTRIBUTIONS FROM DEVELOPERS	.00	2,000,000.00	.00	.00	0	.0
TOTAL GRANTS	3,806.40	5,125,007.90	.00	23,111.78	6,713,726	.3
<u>MISCELLANEOUS REVENUE</u>						
14-18-4619 INTEREST & DIVIDEND INCOME	151,853.23	201,664.07	(2,911.29)	(3,110.30)	225,000	(1.4)
14-18-4620 MISC. INCOME	12,965.00	.00	.00	.00	0	.0
TOTAL MISCELLANEOUS REVENUE	164,818.23	201,664.07	(2,911.29)	(3,110.30)	225,000	(1.4)
<u>OTHER SOURCES</u>						
14-19-4941 P.I.L.O.CONSTRUCTION	.00	.00	.00	606,105.45	300,000	202.0
TOTAL OTHER SOURCES	.00	.00	.00	606,105.45	300,000	202.0
TOTAL FUND REVENUE	493,582.63	5,639,281.97	43,258.71	901,851.93	8,188,787	11.0
<u>EXPENDITURES</u>						
14-40-5558 CAPITAL OUTLAY--3RD ST. IMPVTS	2,250.00-	.00	.00	.00	0	.0
14-40-8539 CAPITAL OUTLAY-ALLEY IMPTS	.00	201,291.07	.00	.00	0	.0
14-40-8549 CAPITAL OUTLAY-WCR 9.5 (34-36)	.00	656,503.55	.00	311,399.26	0	.0
14-40-9110 CONTINGENCY	.00	.00	.00	.00	150,000	.0
TOTAL EXPENDITURES	2,250.00-	857,794.62	.00	311,399.26	150,000	207.6

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

TRANSPORTATION IMPACT FUND

	YTD ACTUAL 2024-	YTD ACTUAL 2025-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCN
<u>STREETS</u>						
14-44-8503 CAPITAL OUTLAY--3RD/WELKER INT	787,710.70	2,209,864.70	352,071.85	1,608,367.55	1,800,000	89.4
14-44-8506 CAPITAL OUTLAY--SAFE RTESTOSCH	39,509.94	5,970.18	.00	10,591.50	450,000	2.4
14-44-8533 CAPITAL OUTLAY--Y BRIDGEDESIGN	114,856.14	33,511.92	13,611.01	18,479.01	1,932,000	1.0
14-44-8536 CAPITAL OUTLAY--SH66/CR7 UNDRP	54,658.00	25,881.57	33.78	569,034.67	4,700,000	12.1
14-44-8537 CAPITAL OUTLAY--SH66/CR7 INT	2,750.00	.00	.00	.00	0	.0
14-44-8538 CAPITAL OUTLAY--N.CRK DESIGN	15,115.50	17,648.00	.00	.00	10,000	.0
14-44-8540 CAPITAL OUTLAY--INT CR38 & I25	3,846.50	.00	.00	.00	200,000	.0
14-44-8541 CAPITAL OUTLAY--EV CHARGING ST	15,050.08	52,063.00	.00	.00	0	.0
14-44-8542 CAPITAL OUTLAY--XBRIDGE DESIGN	.00	.00	.00	.00	100,000	.0
14-44-8544 CAPITAL OUTLAY--WCR 7 NORTH	.00	71,840.35	.00	15,820.00	200,000	7.9
14-44-9110 CONTINGENCY	.00	.00	.00	.00	500,000	.0
TOTAL STREETS	1,033,496.86	2,416,779.72	365,716.64	2,222,292.73	9,892,000	22.5
TOTAL FUND EXPENDITURES	1,031,246.86	3,274,574.34	365,716.64	2,533,691.99	10,042,000	25.2
NET REVENUE OVER EXPENDITURES	537,664.23-	2,364,707.63	(322,457.93)	(1,631,840.06)	1,853,213-	88.1-

TOWN OF MEAD
BALANCE SHEET
JUNE 30, 2026

PARKS & OPEN SPACE IMPACT FUND

ASSETS

18-01-0100	CASH IN COMMON - PARKS & OPEN	338,220.43	
18-01-1301	A/R - GENERAL	55,493.33	
	TOTAL ASSETS		393,713.76

LIABILITIES AND EQUITY

LIABILITIES

18-02-2000	ACCOUNTS PAYABLE	12,617.50	
18-02-2005	RETAINAGE PAYABLE	14,578.09	
	TOTAL LIABILITIES		27,195.59

FUND EQUITY

18-02-3001	FUND BALANCE	339,458.47	
18-02-3005	FUND BALANCE - OPEN SPACE	17,690.50	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	9,369.20	
	BALANCE - CURRENT DATE	9,369.20	
	TOTAL FUND EQUITY		366,518.17
	TOTAL LIABILITIES AND EQUITY		393,713.76

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

PARKS & OPEN SPACE IMPACT FUND

		YTD ACTUAL 2024-	YTD ACTUAL 2025-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCNT
	<u>FEES</u>						
18-11-4165	IMPACT FEES	144,854.00	139,363.00	20,580.00	122,913.00	311,211	39.5
	TOTAL FEES	144,854.00	139,363.00	20,580.00	122,913.00	311,211	39.5
	<u>MISCELLANEOUS REVENUE</u>						
18-18-4528	GRANTS FOR TRAILS MASTER PLAN	.00	.00	.00	27,830.63	85,000	32.7
18-18-4619	INTEREST & DIVIDEND INCOME	13,380.00	13,423.85	934.54	5,725.83	9,500	60.3
18-18-4622	DONATIONS/FUNDRAISING	54,000.00	.00	.00	.00	0	.0
	TOTAL MISCELLANEOUS REVENUE	67,380.00	13,423.85	934.54	33,556.46	94,500	35.5
	TOTAL FUND REVENUE	212,234.00	152,786.85	21,514.54	156,469.46	405,711	38.6
	<u>ADMINISTRATION</u>						
18-40-6106	PLANNING FEES	.00	61,991.83	23,446.00	96,988.48	125,000	77.6
18-40-9110	CONTINGENCY	.00	.00	.00	.00	100,000	.0
	TOTAL ADMINISTRATION	.00	61,991.83	23,446.00	96,988.48	225,000	43.1
	<u>PARKS</u>						
18-45-5500	CAPITAL OUTLAY--LIBERTY RANCH	5,293.42	.00	.00	.00	0	.0
18-45-6851	VEHICLE LEASE EXPENSES	.00	.00	3,319.00	3,319.00	0	.0
18-45-8504	CAPITAL OUTLAY--LIBERTY RANCH	.00	74,993.30	.00	46,554.32	0	.0
18-45-8507	CAPITAL OUTLAY--GOLD STAR MEM	35,160.94	168,999.01	.00	238.46	0	.0
18-45-8515	CAPITAL OUTLAY--PARKS & EQUIP	15,964.00	.00	.00	.00	0	.0
	TOTAL PARKS	56,418.36	243,992.31	3,319.00	50,111.78	0	.0
	<u>COMMUNITY ENGAGEMENT</u>						
18-49-5500	CAPITAL OUTLAY	31,100.00	.00	.00	.00	0	.0
18-49-8599	OTHER CAPITAL OUTLAY	.00	.00	.00	.00	125,000	.0
	TOTAL COMMUNITY ENGAGEMENT	31,100.00	.00	.00	.00	125,000	.0
	TOTAL FUND EXPENDITURES	87,518.36	305,984.14	26,765.00	147,100.26	350,000	42.0
	NET REVENUE OVER EXPENDITURES	124,715.64	153,197.29-	(5,250.46)	9,369.20	55,711	16.8

TOWN OF MEAD
BALANCE SHEET
JUNE 30, 2026

CAPITAL IMPROVEMENT FUND

ASSETS

19-01-0100	COMBINED CASH	5,224,915.83	
	TOTAL ASSETS		5,224,915.83

LIABILITIES AND EQUITY

FUND EQUITY

19-02-3001	FUND BALANCE	5,140,970.93	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	83,944.90	
	BALANCE - CURRENT DATE	83,944.90	
	TOTAL FUND EQUITY		5,224,915.83
	TOTAL LIABILITIES AND EQUITY		5,224,915.83

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

CAPITAL IMPROVEMENT FUND

		YTD ACTUAL 2024-	YTD ACTUAL 2025-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCNT
	<u>TRANSFERS IN</u>						
19-16-4615	TRANSFER IN FROM GENERAL	1,247,656.00	.00	.00	.00	0	.0
	TOTAL TRANSFERS IN	1,247,656.00	.00	.00	.00	0	.0
	<u>MISCELLANEOUS REVENUE</u>						
19-18-4619	INTEREST & DIVIDEND INCOME	97,737.99	93,968.05	14,436.97	88,764.90	144,400	61.5
	TOTAL MISCELLANEOUS REVENUE	97,737.99	93,968.05	14,436.97	88,764.90	144,400	61.5
	TOTAL FUND REVENUE	1,345,393.99	93,968.05	14,436.97	88,764.90	144,400	61.5
	<u>ADMINISTRATION</u>						
19-40-8599	OTHER CAPITAL OUTLAY	.00	152,800.00	.00	4,345.00	645,300	.7
19-40-9110	CONTINGENCY	.00	.00	.00	.00	1,800,000	.0
	TOTAL ADMINISTRATION	.00	152,800.00	.00	4,345.00	2,445,300	.2
	<u>DEPARTMENT 44</u>						
19-44-8546	CAPITAL OUTLAY--I-25 IMPRVTS	.00	.00	.00	475.00	1,000,000	.1
	TOTAL DEPARTMENT 44	.00	.00	.00	475.00	1,000,000	.1
	<u>OTHER CAPITAL OUTLAY</u>						
19-46-5909	TRANSFER TO MUNI FACIL FUND	1,250,000.00	.00	.00	.00	0	.0
	TOTAL OTHER CAPITAL OUTLAY	1,250,000.00	.00	.00	.00	0	.0
	<u>DEPARTMENT 90</u>						
19-90-9914	TRANSFER TO TRANSPORTATION FD	.00	500,000.00	.00	.00	0	.0
	TOTAL DEPARTMENT 90	.00	500,000.00	.00	.00	0	.0
	TOTAL FUND EXPENDITURES	1,250,000.00	652,800.00	.00	4,820.00	3,445,300	.1
	NET REVENUE OVER EXPENDITURES	95,393.99	558,831.95-	14,436.97	83,944.90	3,300,900-	2.5

TOWN OF MEAD
BALANCE SHEET
JUNE 30, 2026

MEAD URBAN RENEWAL AUTHORITY

ASSETS

20-01-0100	COMBINED CASH	8,041,794.61	
20-01-1250	PROPERTY TAX RECEIVABLE	4,609,835.85	
	TOTAL ASSETS		12,651,630.46

LIABILITIES AND EQUITY

LIABILITIES

20-02-2000	ACCOUNTS PAYABLE	968.42	
20-02-2300	EMPLOYEE PENSION PAYABLE	817.96	
20-02-2301	SALARY WAGES PAYABLE	6,123.88	
20-02-2310	EMPLOYEE HEALTH INS. PAYABLE	(713.05)	
20-02-2314	401(A) CONTRIBUTIONS PAYABLE	314.10	
20-02-2400	FED. WITHHOLDING TAX PAYABLE	1,114.07	
20-02-2401	SOCIAL SECURITY TAX PAYABLE	1,090.73	
20-02-2402	MEDICARE TAX PAYABLE	255.08	
20-02-2403	STATE WITHHOLDING TAX PAYABLE	1,188.27	
20-02-2404	STATE UNEMPLOYMENT TAX PAYABLE	129.53	
20-02-2410	ACCRUED PAYROLL & BENEFITS	2,614.91	
20-02-2700	DEFERRED INFLOWS- PROPERTY TAX	4,609,835.85	
	TOTAL LIABILITIES		4,623,739.75

FUND EQUITY

20-02-3001	FUND BALANCE	6,415,845.95	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	1,612,044.76	
	BALANCE - CURRENT DATE	1,612,044.76	
	TOTAL FUND EQUITY		8,027,890.71
	TOTAL LIABILITIES AND EQUITY		12,651,630.46

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

MEAD URBAN RENEWAL AUTHORITY

		YTD ACTUAL2024-	YTD ACTUAL 2025-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCNT
	<u>TAXES</u>						
20-10-4050	TAX INCREMENT REVENUE (TIF)	3,233,655.69	3,376,484.91	297,395.83	3,820,766.66	4,393,543	87.0
	TOTAL TAXES	3,233,655.69	3,376,484.91	297,395.83	3,820,766.66	4,393,543	87.0
	<u>FEES</u>						
20-11-4110	ADMINISTRATIVE FEE	10,118.50	.00	.00	.00	22,000	.0
	TOTAL FEES	10,118.50	.00	.00	.00	22,000	.0
	<u>MISCELLANEOUS REVENUE</u>						
20-18-4619	INTEREST & DIVIDEND INCOME	101,095.75	118,939.76	22,220.30	121,491.96	235,750	51.5
	TOTAL MISCELLANEOUS REVENUE	101,095.75	118,939.76	22,220.30	121,491.96	235,750	51.5
	TOTAL FUND REVENUE	3,344,869.94	3,495,424.67	319,616.13	3,942,258.62	4,651,293	84.8

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

MEAD URBAN RENEWAL AUTHORITY

	YTD ACTUAL 2024-	YTD ACTUAL 2025-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCN
<u>ADMINISTRATION</u>						
20-40-5001 SALARIES & WAGES	119,235.75	122,288.91	19,606.08	126,101.22	290,388	43.4
20-40-5002 OVERTIME	.00	222.68	.00	.51	1,000	.1
20-40-5055 OVERTIME	38.41	.00	.00	.00	0	.0
20-40-5060 PAYROLL TAXES	9,148.20	9,464.98	1,516.04	9,777.19	25,824	37.9
20-40-5065 WORKERS COMP	1,291.26	1,200.77	194.64	1,206.75	2,600	46.4
20-40-5066 HEALTH INSURANCE	12,945.20	13,245.30	2,056.92	12,706.09	36,709	34.6
20-40-5067 MEDICAL SAVINGS	6,970.25	3,009.96	663.64	4,307.94	800	538.5
20-40-5068 HSA CONTRIBUTIONS	343.92	.00	15.62	93.72	0	.0
20-40-5070 DEFERRED COMPENSATION	.00	4,619.17	433.72	3,110.94	16,796	18.5
20-40-5100 TIF REVENUE SHARING	1,757,479.53	.00	.00	.00	0	.0
20-40-5300 TELEPHONE	291.00	.00	.00	.00	0	.0
20-40-5320 GENERAL LIABILITY INSURANCE	3,027.05	.00	.00	.00	0	.0
20-40-5400 LEGAL FEES	4,068.23	.00	.00	.00	0	.0
20-40-5401 CONSULTING FEES	5,727.77	.00	.00	.00	0	.0
20-40-5425 COUNTY TREASURER'S FEE	48,504.70	.00	.00	.00	0	.0
20-40-5427 TIF ADVANCE	5,686.39	.00	.00	.00	0	.0
20-40-5705 MILEAGE	1,500.00	.00	.00	.00	0	.0
20-40-6101 LEGAL FEES	.00	7,892.51	8,734.28	20,546.13	40,000	51.4
20-40-6105 AUDIT FEES	.00	.00	.00	.00	2,731	.0
20-40-6109 CONSULTING FEES	.00	4,465.75	1,548.00	4,993.89	15,000	33.3
20-40-6110 TELEPHONE	.00	311.00	44.50	295.00	870	33.9
20-40-6301 PROPERTY & LIABILITY INSURANCE	.00	3,164.85	1,060.04	2,818.64	5,800	48.6
20-40-6312 PUBLISHED NOTICES	.00	.00	.00	.00	500	.0
20-40-6314 COUNTY TREASURER'S FEES	.00	50,647.13	4,434.49	57,311.63	65,000	88.2
20-40-6404 TIF ADVANCE	.00	6,011.93	5,977.36	32,424.11	1,100,000	3.0
20-40-6512 MILEAGE	.00	1,500.00	250.00	1,500.00	3,000	50.0
20-40-6822 PUBLIC RELATIONS/ECON DEVEL	.00	.00	.00	.00	20,000	.0
20-40-6891 ADMINISTRATIVE OVERHEAD	.00	.00	.00	.00	12,353	.0
20-40-8499 OTHER PROJECTS	.00	.00	.00	.00	1,000,000	.0
20-40-8599 OTHER CAPITAL OUTLAY	.00	.00	.00	.00	60,000	.0
20-40-9810 TIF REVENUE SHARING	.00	1,832,085.36	404,318.37	2,053,020.10	2,251,653	91.2
TOTAL ADMINISTRATION	1,976,257.66	2,060,130.30	450,853.70	2,330,213.86	4,951,024	47.1
TOTAL FUND EXPENDITURES	1,976,257.66	2,060,130.30	450,853.70	2,330,213.86	4,951,024	47.1
NET REVENUE OVER EXPENDITURES	1,368,612.28	1,435,294.37	(131,237.57)	1,612,044.76	299,731-	537.8

TOWN OF MEAD
BALANCE SHEET
JUNE 30, 2026

ELEVATION 25 GEN'L IMPVT DIST.

ASSETS

30-01-0100	COMBINED CASH	64,269.06	
30-01-1250	PROPERTY TAXES RECEIVABLE	46,463.05	
30-01-1301	A/R - GENERAL	162.05	
	TOTAL ASSETS		110,894.16

LIABILITIES AND EQUITY

LIABILITIES

30-02-2700	DEFERRED INFLOWS- PROPERTY TAX	46,463.05	
	TOTAL LIABILITIES		46,463.05

FUND EQUITY

30-02-3001	FUND BALANCE	39,725.41	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	24,705.70	
	BALANCE - CURRENT DATE	24,705.70	
	TOTAL FUND EQUITY		64,431.11
	TOTAL LIABILITIES AND EQUITY		110,894.16

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

ELEVATION 25 GEN'L IMPVT DIST.

	YTD ACTUAL2024-	YTD ACTUAL 2025-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCNT
<u>TAXES</u>						
30-10-4000 PROPERTY TAX	.00	.00	18.05	23,361.79	46,500	50.2
30-10-4020 SPECIFIC OWNERSHIP TAX	.00	606.90	155.87	754.17	528	142.8
30-10-4050 PROPERTY TAX	10,408.66	370.42	.00	.00	0	.0
TOTAL TAXES	10,408.66	977.32	173.92	24,115.96	47,028	51.3
<u>MISCELLANEOUS</u>						
30-18-4619 INTEREST & DIVIDEND INCOME	.00	.00	177.58	940.16	1,500	62.7
TOTAL MISCELLANEOUS	.00	.00	177.58	940.16	1,500	62.7
TOTAL FUND REVENUE	10,408.66	977.32	351.50	25,056.12	48,528	51.6
<u>ADMINISTRATION</u>						
30-40-5425 COUNTY TREASURER'S FEE	153.89	.00	.00	.00	0	.0
30-40-6312 PUBLISHED NOTICES	.00	.00	.00	.00	750	.0
30-40-6314 COUNTY TREASURER'S FEES	.00	5.10	.27	350.42	0	.0
30-40-6891 ADMINISTRATIVE OVERHEAD	.00	.00	.00	.00	7,500	.0
TOTAL ADMINISTRATION	153.89	5.10	.27	350.42	8,250	4.3
<u>STREETS</u>						
30-44-6802 REPAIR & MTNCE--STREETS	.00	.00	.00	.00	28,000	.0
TOTAL STREETS	.00	.00	.00	.00	28,000	.0
TOTAL FUND EXPENDITURES	153.89	5.10	.27	350.42	36,250	1.0
NET REVENUE OVER EXPENDITURES	10,254.77	972.22	351.23	24,705.70	12,278	201.2

TOWN OF MEAD
BALANCE SHEET
JUNE 30, 2026

HIGHWAY 66 & I-25 GENERAL IMPR

ASSETS

31-01-0100	COMBINED CASH	18,222.29	
31-01-1250	PROPERTY TAXES RECEIVABLE	15,595.23	
	TOTAL ASSETS		33,817.52

LIABILITIES AND EQUITY

LIABILITIES

31-02-2700	DEFERRED INFLOWS- PROPERTY TAX	15,595.23	
	TOTAL LIABILITIES		15,595.23

FUND EQUITY

31-02-3001	FUND BALANCE	2,245.79	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	15,976.50	
	BALANCE - CURRENT DATE	15,976.50	
	TOTAL FUND EQUITY		18,222.29
	TOTAL LIABILITIES AND EQUITY		33,817.52

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2026

HIGHWAY 66 & I-25 GENERAL IMPR

	YTD ACTUAL2024-	YTD ACTUAL 2025-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCNT
<u>TAXES</u>						
31-10-4000 PROPERTY TAX	.00	5,827.87	3,819.53	15,596.36	15,554	100.3
31-10-4020 SPECIFIC OWNERSHIP TAX	.00	167.34	106.65	474.77	528	89.9
31-10-4050 MURA REVENUE SHARING	.00	3,183.15	.00	.00	16,202	.0
TOTAL TAXES	.00	9,178.36	3,926.18	16,071.13	32,284	49.8
<u>MISCELLANEOUS</u>						
31-18-4619 INTEREST INCOME	.00	50.22	50.35	139.30	600	23.2
TOTAL MISCELLANEOUS	.00	50.22	50.35	139.30	600	23.2
TOTAL FUND REVENUE	.00	9,228.58	3,976.53	16,210.43	32,884	49.3
<u>STREETS</u>						
31-44-6314 COUNTY TREASURER'S FEE	.00	86.77	57.29	233.93	235	99.5
31-44-6802 REPAIR & MTNCE--STREETS	.00	.00	.00	.00	22,500	.0
31-44-6891 ADMINISTRATIVE OVERHEAD	.00	.00	.00	.00	7,500	.0
TOTAL STREETS	.00	86.77	57.29	233.93	30,235	.8
TOTAL FUND EXPENDITURES	.00	86.77	57.29	233.93	30,235	.8
NET REVENUE OVER EXPENDITURES	.00	9,141.81	3,919.24	15,976.50	2,649	603.1



Agenda Item Summary

Agenda Date: 7/27/2026
Subject: Investment Report 2nd Quarter 2026
Presented by: Mary Strutt, Administrative Services Director

Summary:

The Town of Mead Investment Activity Report for the 2nd Quarter of 2026 is attached for the Board's review. This report includes funds in the Town's investment accounts; it does not include funds held in the Town's main operating accounts. The Report provides the investment amount held in each account, along with the interest rate earned for the quarter. The total funds invested as of June 30, 2026 is \$23,743,947.01, which includes quarterly interest earned of \$221,906.26. Interest rates remain below 4% with an average yield of 3.7044%.

All the Town's investment holdings are in Local Government Investment Pools ("LGIP") in accordance with the Town's Investment Policy. The LGIPs tend to have competitive interest rates and high liquidity. Funds may be easily transferred into/out of the LGIPs from the operating accounts. For diversification, the Town does invest in three different LGIPs: ColoTrust, CSAFE and CSiP.

Financial Considerations:

The investment holdings reflect the Town's reserves plus funds that may be allocated to projects. These projects include the improvements at the 3rd & Welker and Hwy 66 & CR 7 intersections. In addition, the investment accounts hold excess funds until needed. There were no transfers into or out of the investment accounts during the 2nd quarter.

Staff Recommendation / Actions Required:

This item is informational only. No Board action is required.

Attachments:

1. Qtr 2 2026 Investment Report

Town of Mead Investment Activity

Quarter Ended June 30, 2026

Diversification Guideline *	Investment Type & Account	Investment Amount, Beginning Value	Deposits	Withdrawals	Interest Earned	Average Monthly Yield	Investment Amount, Ending Value	Total Percentage of Portfolio
E	Local Government Investment Pools							
Maximum % per Issuer: 50%	COLOTRUST - PLUS+	\$ 8,271,104.50	\$ -	\$ -	\$ 77,731.10	3.7524%	\$ 8,348,835.60	35.1620%
----	COLOTRUST - PRIME	11,777.39	-	-	104.01	3.5252%	11,881.40	0.0500%
Maximum % of Portfolio: 100%	CSAFE	9,234,675.36	-	-	88,151.24	3.8167%	9,322,826.60	39.2640%
	CSIP	6,004,483.50	-	-	55,919.91	3.7233%	6,060,403.41	25.5240%
	Total Investment Pools:	\$ 23,522,040.75	\$ -	\$ -	\$ 221,906.26	3.7044%	\$ 23,743,947.01	100.0000%

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

Report Criteria:
Report type: GL detail

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Check Amount
07/26	07/27/2026	42003	DCPS Coatings LLC	INV1242992	04-44-8505	grader shed roof	19,731.00
07/26	07/27/2026	42003	DCPS Coatings LLC	INV1243062	01-40-8518	TH Roof	49,999.00
07/26	07/27/2026	42003	DCPS Coatings LLC	INV1243063	06-40-6801	WWTP	40,395.00
Total 42003:							110,125.00
07/26	07/27/2026	42004	A-1 Natural Arbor Care	1376	01-45-6133	Tree Maintenance	3,375.00
Total 42004:							3,375.00
07/26	07/27/2026	42005	Agfinity	K30277	01-45-6835	Weed Control - Parks	612.34
07/26	07/27/2026	42005	Agfinity	K30909	01-45-6132	Fert	735.00
Total 42005:							1,347.34
07/26	07/27/2026	42006	Alerus	133807	01-40-5067	FSA/HSA Administration	242.25
Total 42006:							242.25
07/26	07/27/2026	42007	All Copy Products, Inc.	AR5272570	01-47-6126	Copies PW	64.50
07/26	07/27/2026	42007	All Copy Products, Inc.	AR5272571	01-46-6126	Copies CC	63.79
07/26	07/27/2026	42007	All Copy Products, Inc.	AR5304843	01-47-6126	Copies-PW	61.21
07/26	07/27/2026	42007	All Copy Products, Inc.	AR5304844	01-46-6126	Copies CC	34.44
07/26	07/27/2026	42007	All Copy Products, Inc.	AR5304845	01-40-6126	Copies TH	357.78
Total 42007:							581.72
07/26	07/27/2026	42008	Amazon Capital Services Inc	13K4 FX1M	01-43-7010	office folder	17.99
07/26	07/27/2026	42008	Amazon Capital Services Inc	1631 XKVT	01-46-6135	Whistles / coffee	22.99
07/26	07/27/2026	42008	Amazon Capital Services Inc	1631 XKVT	01-46-7010	Whistles / coffee	42.00
07/26	07/27/2026	42008	Amazon Capital Services Inc	1CM6 KQT3	01-42-7020	award plaques	85.98
07/26	07/27/2026	42008	Amazon Capital Services Inc	1KF3 FWLV	01-48-7999	Judge Thrower Calendar	6.64
07/26	07/27/2026	42008	Amazon Capital Services Inc	1L93-YQ3W-	01-42-7020	Op Supplies	607.15
07/26	07/27/2026	42008	Amazon Capital Services Inc	1L93-YQ3W-	01-42-7010	office supplies	27.99
07/26	07/27/2026	42008	Amazon Capital Services Inc	1LGY 4L7J T	01-46-6104	wireless mouse	14.92
07/26	07/27/2026	42008	Amazon Capital Services Inc	1LGY 4L7J T	01-46-7020	creamer & descaler	25.46
07/26	07/27/2026	42008	Amazon Capital Services Inc	1LJQ PDHW	01-41-7020	Mayor Phone Case	22.97
Total 42008:							874.09
07/26	07/27/2026	42009	Amerigas Propane LP	806507555	06-47-6111	WWF Propane	30.71
Total 42009:							30.71
07/26	07/27/2026	42010	Arbortanics, Inc	889927	01-45-6132	Flowers outside of Erika's office	35.80
Total 42010:							35.80
07/26	07/27/2026	42011	Athina Hinojosa	07162026	01-46-6214	Band for National Night out	2,000.00
Total 42011:							2,000.00
07/26	07/27/2026	42012	Blades Group LLC	18053450	04-44-6802	Cold Patch	3,038.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Check Amount
Total 42012:							3,038.00
07/26	07/27/2026	42013	Business Oriented Software Soluti	BOSS811260	04-44-6610	Software Renewal	2,000.00
Total 42013:							2,000.00
07/26	07/27/2026	42014	CARBON VALLEY GARAGE	21177	01-42-6805	VEH 13 oil change / tire rotation	145.02
07/26	07/27/2026	42014	CARBON VALLEY GARAGE	21348	01-42-6805	VEH 9 Brake inspection	102.81
Total 42014:							247.83
07/26	07/27/2026	42015	COLLEEN WHITLOW	WHITLOW07	01-41-5063	CML Conference - Mileage	50.75
07/26	07/27/2026	42015	COLLEEN WHITLOW	WHITLOW07	01-41-5063	CML Conference - Meals	122.00
07/26	07/27/2026	42015	COLLEEN WHITLOW	WHITLOWA	01-41-7999	Mileage	448.05
07/26	07/27/2026	42015	COLLEEN WHITLOW	WHITLOWA	01-41-7999	Parking	100.00
Total 42015:							720.80
07/26	07/27/2026	42016	DBC Irrigation Supply	S6475097.00	01-45-6806	Irrigation	86.93
07/26	07/27/2026	42016	DBC Irrigation Supply	S6479126.00	01-45-6806	IRRIGATION	590.12
Total 42016:							677.05
07/26	07/27/2026	42017	Dewberry Engineers, Inc	22496283	14-44-8503	3rd and Welker	2,780.00
07/26	07/27/2026	42017	Dewberry Engineers, Inc	22496286	14-44-8533	CR 34 Bridge Replacement	2,840.00
07/26	07/27/2026	42017	Dewberry Engineers, Inc	2296285	06-47-8599	I-25 Sanitary Sewer Relocate	2,172.50
Total 42017:							7,792.50
07/26	07/27/2026	42018	DOUTHIT METRO DISTRICT	2025MURATI	20-40-9810	2025 MURA TIF REFUND	7,470.30
Total 42018:							7,470.30
07/26	07/27/2026	42019	ENVIROTECH SERVICE, INC	CD20260543	04-44-6834	Roadsaver	4,647.01
07/26	07/27/2026	42019	ENVIROTECH SERVICE, INC	CD20261599	04-44-6834	dust control	4,264.04
07/26	07/27/2026	42019	ENVIROTECH SERVICE, INC	CD20261599	04-44-6834	dust control	4,262.83
07/26	07/27/2026	42019	ENVIROTECH SERVICE, INC	CD20261600	04-44-6834	dust control	4,264.04
07/26	07/27/2026	42019	ENVIROTECH SERVICE, INC	CD20261600	04-44-6834	dust control	4,264.04
07/26	07/27/2026	42019	ENVIROTECH SERVICE, INC	CD20266000	04-44-6834	dust control	4,264.04
Total 42019:							25,966.00
07/26	07/27/2026	42020	FASTENAL	COLON1162	04-44-6805	PW31	20.79
Total 42020:							20.79
07/26	07/27/2026	42021	Fit For You Mead	1138	01-46-6999	June 2026 Senior Exercise	846.00
Total 42021:							846.00
07/26	07/27/2026	42022	FRONTIER SELF STORAGE	08012026-F	01-40-6839	Storage	100.00
Total 42022:							100.00
07/26	07/27/2026	42023	Hall & Evans, LLC	373111	14-44-8503	3rd & Welker	148.50

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Check Amount
Total 42023:							148.50
07/26	07/27/2026	42024	Helly Arellano	07.10.2026	01-42-7999	Consumables for Mead Vet Clinic	19.49
Total 42024:							19.49
07/26	07/27/2026	42025	Herman Schranz	SCHRANZ 6.	01-41-5063	CML Conference - Mileage	50.75
07/26	07/27/2026	42025	Herman Schranz	SCHRANZ 6.	01-41-5063	CML Conference - Meals	122.00
Total 42025:							172.75
07/26	07/27/2026	42026	HIGH PLAINS LIBRARY DIST.	2025MURATI	20-40-9810	2025 MURA TIF REFUND	16,448.01
Total 42026:							16,448.01
07/26	07/27/2026	42027	Imprints Fort Collins	E 35948	01-40-7051	HM - Uniforms	80.00
Total 42027:							80.00
07/26	07/27/2026	42028	Industrial Chem Lab Services Inc	432350	01-45-6801	Restrooms	491.76
Total 42028:							491.76
07/26	07/27/2026	42029	Invision GIS, LLC	2682	01-47-6104	GIS Updates / Training	539.37
07/26	07/27/2026	42029	Invision GIS, LLC	2682	01-43-6104	GIS Updates / Training	539.38
07/26	07/27/2026	42029	Invision GIS, LLC	2682	04-44-6104	GIS Project Coordination / Management	152.50
07/26	07/27/2026	42029	Invision GIS, LLC	2682	01-42-6104	GIS Project Coordination PD data	55.00
Total 42029:							1,286.25
07/26	07/27/2026	42030	JDF Metals Corp	1000653	04-44-6805	PW 03 H20 truck fob	265.57
Total 42030:							265.57
07/26	07/27/2026	42031	JVA INCORPORATED	31114	01-02-2615	AMK Property Development	244.00
07/26	07/27/2026	42031	JVA INCORPORATED	31116	01-02-2615	Red Barn Annexation	610.00
07/26	07/27/2026	42031	JVA INCORPORATED	31117	01-47-6108	General Engineering	3,022.60
07/26	07/27/2026	42031	JVA INCORPORATED	31122	01-02-2615	Ariet's Grove / Kiteley Ranch	122.00
07/26	07/27/2026	42031	JVA INCORPORATED	31123	01-47-6108	Kurtz Ranch	622.00
07/26	07/27/2026	42031	JVA INCORPORATED	31124	01-02-2615	Mead Village - 2025 Dev Review	656.00
07/26	07/27/2026	42031	JVA INCORPORATED	31125	01-02-2615	North Mead Place - Dev Review	244.00
07/26	07/27/2026	42031	JVA INCORPORATED	31126	01-02-2615	O-Reilly Auto Parts	206.00
07/26	07/27/2026	42031	JVA INCORPORATED	31127	09-42-8516	PD Facility - Dev Review	329.40
07/26	07/27/2026	42031	JVA INCORPORATED	31128	01-02-2615	Waterfront Facility	366.00
07/26	07/27/2026	42031	JVA INCORPORATED	31129	01-02-2615	Waterfront filing #3	3,212.00
Total 42031:							9,634.00
07/26	07/27/2026	42032	Kinnon Entertainment	3303	01-46-6211	Community Day Concert Production 9/12	7,474.86
Total 42032:							7,474.86
07/26	07/27/2026	42033	LOGAN SIMPSON DESIGN INC.	40344	18-40-6106	Mead Trails and Open Space Master pla	12,617.50
Total 42033:							12,617.50
07/26	07/27/2026	42034	MAC EQUIPMENT INC	555471	01-45-6802	Blad, 10in Star, Edger	130.00

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Check Amount
07/26	07/27/2026	42034	MAC EQUIPMENT INC	555862	01-45-6802	Blower assembly	583.40
Total 42034:							713.40
07/26	07/27/2026	42035	MAIN STREET MAT COMPANY	3256280	01-42-6111	Mat svcs	75.66
Total 42035:							75.66
07/26	07/27/2026	42036	MARY STRUTT	STRUTTAPR	01-40-6512	Mileage	329.15
07/26	07/27/2026	42036	MARY STRUTT	STRUTTAPR	01-41-5063	Meals - per diem	145.00
07/26	07/27/2026	42036	MARY STRUTT	STRUTTAPR	01-41-6824	Dunkin for Coffee with Mayor 4/4	33.98
07/26	07/27/2026	42036	MARY STRUTT	STRUTTAPR	01-40-7999	Nord-Admin Day	17.97
07/26	07/27/2026	42036	MARY STRUTT	STRUTTAPR	01-41-7999	Clerks week - KS	28.96
07/26	07/27/2026	42036	MARY STRUTT	STRUTTAPR	01-40-7999	Dunkin for Admin Day	67.96
07/26	07/27/2026	42036	MARY STRUTT	STRUTTAPR	01-40-7999	Dunkin for staff meeting	16.99
07/26	07/27/2026	42036	MARY STRUTT	STRUTTAPR	01-40-5063	tolls for ER Coucil Conf	14.10
Total 42036:							654.11
07/26	07/27/2026	42037	McDonald Farms Enterprises	0174327-IN	06-47-6601	Vac tanker	1,326.50
07/26	07/27/2026	42037	McDonald Farms Enterprises	0186406-IN	01-45-6113	Parks/Town trash pickup	710.50
07/26	07/27/2026	42037	McDonald Farms Enterprises	0189991-IN	01-45-6113	Rolloff - PW	758.00
07/26	07/27/2026	42037	McDonald Farms Enterprises	0195162-IN	01-47-6113	PW Rolloff	584.00
Total 42037:							3,379.00
07/26	07/27/2026	42038	MEAD PLACE METRO DIST 2	2025MURATI	20-40-9810	2025 MURA TIF REFUND	176.69
Total 42038:							176.69
07/26	07/27/2026	42039	Michow Guckenberger McAskin L	10087	01-40-6101	Legal Services - May	20,250.00
07/26	07/27/2026	42039	Michow Guckenberger McAskin L	10087	01-40-6101	Mileage Reimbursement	325.74
07/26	07/27/2026	42039	Michow Guckenberger McAskin L	10087	06-40-6101	Mileage Reimbursement	139.60
07/26	07/27/2026	42039	Michow Guckenberger McAskin L	10088	01-40-6101	Litigation Scell	159.00
07/26	07/27/2026	42039	Michow Guckenberger McAskin L	10089	01-02-2615	Access 25 (347)	2,453.50
07/26	07/27/2026	42039	Michow Guckenberger McAskin L	10091	01-02-2615	Kitely(350)	5,059.50
07/26	07/27/2026	42039	Michow Guckenberger McAskin L	10092	01-02-2615	Mead Place (45)	701.50
07/26	07/27/2026	42039	Michow Guckenberger McAskin L	10093	01-02-2615	Mead Village (314)	2,422.00
07/26	07/27/2026	42039	Michow Guckenberger McAskin L	10094	01-02-2615	Meadow Ridge (297)	855.50
07/26	07/27/2026	42039	Michow Guckenberger McAskin L	10095	01-02-2615	O'Reily Auto	91.50
07/26	07/27/2026	42039	Michow Guckenberger McAskin L	10096	01-02-2615	Red Barn (298)	472.00
07/26	07/27/2026	42039	Michow Guckenberger McAskin L	10097	01-02-2615	Waterfront Filing No 3 (352)	3,776.00
Total 42039:							36,705.84
07/26	07/27/2026	42040	MJT Communications	14527	01-40-6109	IT Admin	1,588.00
07/26	07/27/2026	42040	MJT Communications	14527	20-40-6109	MURA	198.50
07/26	07/27/2026	42040	MJT Communications	14527	06-40-6109	Sewer	198.50
Total 42040:							1,985.00
07/26	07/27/2026	42041	MOUNTAIN TRUCK & EQUIP	14760-43437	04-44-6805	STT Lamp	146.48
Total 42041:							146.48
07/26	07/27/2026	42042	MVFPD	2025MURATI	20-40-9810	2025 MURA TIF REFUND	44,151.34

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Check Amount
Total 42042:							44,151.34
07/26	07/27/2026	42043	NORTHERN COLO WATER CON	2025MURATI	20-40-9810	2025 MURA TIF REFUND	5,403.42
Total 42043:							5,403.42
07/26	07/27/2026	42044	One Way Inc	408209	06-47-6113	D13927E - 4504 Welker Trash	146.75
07/26	07/27/2026	42044	One Way Inc	408234	01-47-6113	D13927G - 1341 County Road 34 Trash	82.56
07/26	07/27/2026	42044	One Way Inc	408333	01-47-6113	D13927H - 1341 County Rd 34 Recycle	105.80
07/26	07/27/2026	42044	One Way Inc	408371	01-42-6113	D13927A - 537 Main St Trash	82.15
07/26	07/27/2026	42044	One Way Inc	408372	01-42-6113	D13927B - 537 Main St Recycle	53.25
07/26	07/27/2026	42044	One Way Inc	408388	01-40-6113	D13927C - 441 Third St Trash	80.12
07/26	07/27/2026	42044	One Way Inc	408389	01-40-6113	D13927D - 441 Third St Recycle	51.50
Total 42044:							602.13
07/26	07/27/2026	42045	Pala Nero LLC	07202026	01-46-5061	employee appreciation lunch	1,143.32
Total 42045:							1,143.32
07/26	07/27/2026	42046	PINNACOL ASSURANCE	INV 2466934	01-02-2312	Worker's Comp	13,446.00
Total 42046:							13,446.00
07/26	07/27/2026	42047	Prairie Mountian Media	0000457124	01-02-2615	Published Notices - Kiteley	95.41
07/26	07/27/2026	42047	Prairie Mountian Media	0000457124	01-41-6312	Published Notices	192.08
Total 42047:							287.49
07/26	07/27/2026	42048	Recreational Electric LLC	15151	01-42-8599	VEH 20 Install SWAT vault	4,710.00
Total 42048:							4,710.00
07/26	07/27/2026	42049	Robert (Jr) Lee	LEEJULY	04-44-6210	Drug test for CDL	100.00
Total 42049:							100.00
07/26	07/27/2026	42050	Safebuilt	26MEA-0023	09-42-8516	PD Facility	17,508.42
07/26	07/27/2026	42050	Safebuilt	26MEA-0023	09-42-8516	PD Facility	17,508.42
Total 42050:							35,016.84
07/26	07/27/2026	42051	Scheels All Sports	4-241003JO	04-44-7051	Uniforms - Jordan Steele	368.98
Total 42051:							368.98
07/26	07/27/2026	42052	Slate Communications	3577	01-49-6109	Built for Mead Consultant Fees	11,725.00
Total 42052:							11,725.00
07/26	07/27/2026	42053	ST. VRAIN & LEFT HAND WATE	2025MURATI	20-40-9810	2025 MURA TIF REFUND	7,597.21
Total 42053:							7,597.21
07/26	07/27/2026	42054	ST. VRAIN SANITATION DISTRIC	2025MURATI	20-40-9810	2025 MURA TIF REFUND	714.64

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Check Amount
Total 42054:							714.64
07/26	07/27/2026	42055	ST. VRAIN VALLEY SCHOOL DIS	2025MURATI	20-40-9810	2025 MURA TIF REFUND	166,819.38
Total 42055:							166,819.38
07/26	07/27/2026	42056	Target Specialty Products	INVP502135	01-45-6132	Turn Fuel D Solve / Cleanse / Vanquish	4,637.04
07/26	07/27/2026	42056	Target Specialty Products	INVP502135	01-45-6132	Turf Fuel / Turn Saver	2,747.20
Total 42056:							7,384.24
07/26	07/27/2026	42057	T-Mobile USA Inc	0825 APR.M	01-42-6110	cellular service	40.00
Total 42057:							40.00
07/26	07/27/2026	42058	TOWN OF MEAD	2025MURATI	20-40-9810	2025 MURA TIF REFUND	31,129.10
Total 42058:							31,129.10
07/26	07/27/2026	42059	Tradesman Elevator	14368	01-40-6801	Maint. July26	200.00
Total 42059:							200.00
07/26	07/27/2026	42060	Tri-Tech Forensics, Inc.	01335325	01-42-7020	Blood Speciman Collection Kits	64.00
07/26	07/27/2026	42060	Tri-Tech Forensics, Inc.	01369769	01-42-7254	FET equipment	366.72
Total 42060:							430.72
07/26	07/27/2026	42061	UNITED RENTALS INC.	260505466-0	04-44-6405	Equipment Rental	4,950.00
Total 42061:							4,950.00
07/26	07/27/2026	42062	US Bank Voyager Fleet Systems	8694028342	01-42-7101	Fuel	2,843.27
07/26	07/27/2026	42062	US Bank Voyager Fleet Systems	8694028342	04-44-7101	Fuel	2,162.77
07/26	07/27/2026	42062	US Bank Voyager Fleet Systems	8694028342	01-45-7101	Fuel	2,479.51
07/26	07/27/2026	42062	US Bank Voyager Fleet Systems	8694028342	01-47-7101	Fuel	521.30
07/26	07/27/2026	42062	US Bank Voyager Fleet Systems	8694028342	06-47-7101	Fuel	323.93
Total 42062:							8,330.78
07/26	07/27/2026	42063	Velocity Constructors Inc	7	06-47-8527	WWTP Blower	139,744.00
07/26	07/27/2026	42063	Velocity Constructors Inc	7	06-02-2005	WWTP Blower	6,978.20
Total 42063:							132,765.80
07/26	07/27/2026	42064	WELD COUNTY TREASURER	2025MURATI	20-40-9810	2025 MURA TIF REFUND	43,108.49
Total 42064:							43,108.49
07/26	07/27/2026	42065	WHITE BEAR ANKELE TANAKA	48202-1	20-40-6101	MURA Legal- adjusment on inv 48202	10.00
07/26	07/27/2026	42065	WHITE BEAR ANKELE TANAKA	49614	20-40-6101	MURA Legal	205.00
Total 42065:							215.00
07/26	07/27/2026	42066	Wilson & Company Inc	152495	01-02-2615	1601 Process	39,962.50

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Check Amount
Total 42066:							39,962.50
07/26	07/27/2026	42067	Yolanda Hernandez	0726REIMU	01-46-5062	employers councial leadership training	38.57
07/26	07/27/2026	42067	Yolanda Hernandez	0726REIMU	01-46-5062	employers councial leadership training	26.00
Total 42067:							64.57
07/26	07/27/2026	42068	TOWN OF MEAD	26MEA-0023	09-42-8516	PD Facility	17,508.42
Total 42068:							17,508.42
07/26	07/28/2026	72826100	All Copy Products Inc	586402984	01-42-6126	Copier Lease	93.52
07/26	07/28/2026	72826100	All Copy Products Inc	586402984	01-40-6126	Copier Lease	126.42
07/26	07/28/2026	72826100	All Copy Products Inc	586763039	01-46-6126	Copier Lease	91.05
07/26	07/28/2026	72826100	All Copy Products Inc	586763187	01-40-6126	Copier Lease	96.41
07/26	07/28/2026	72826100	All Copy Products Inc	586770125	01-47-6126	Copier Lease - PW Copier Contract	78.23
Total 72826100:							485.63
07/26	07/28/2026	72826101	CENTURY LINK	5308JULY20	01-40-6110	TH Elevator Line	101.27
Total 72826101:							101.27
07/26	07/28/2026	72826102	Citi Cards	2481 07.202	01-42-7020	Operating supplies	51.77
07/26	07/28/2026	72826102	Citi Cards	2481 07.202	01-42-5063	Training snacks	53.53
07/26	07/28/2026	72826102	Citi Cards	2481 07.202	01-46-7020	Snacks/Supplies	203.06
07/26	07/28/2026	72826102	Citi Cards	2481 07.202	01-46-7020	Snacks/Supplies Credit on Tax	10.18-
Total 72826102:							298.18
07/26	07/28/2026	72826103	City of Loveland	7777 7.2026	01-47-6111	PW Internet	269.90
Total 72826103:							269.90
07/26	07/28/2026	72826104	UNITED POWER	6111 JUNE_J	04-44-6111	Street Lights	4,309.48
07/26	07/28/2026	72826104	UNITED POWER	6111 JUNE-J	04-44-6111	1033rd St. Traffic Light	74.14
07/26	07/28/2026	72826104	UNITED POWER	6111 JUN-JU	01-45-6111	Arca Lights - 17029 CR 5	13.33
07/26	07/28/2026	72826104	UNITED POWER	63196	14-44-8503	Cost Overage - 3rd & Welker Lighting	33,565.79
Total 72826104:							37,962.74
07/26	07/28/2026	72826105	VERIZON WIRELESS	6148021527	01-40-6110	Wireless bill	40.01
07/26	07/28/2026	72826105	VERIZON WIRELESS	6148021527	01-41-7020	Wireless bill	37.96
07/26	07/28/2026	72826105	VERIZON WIRELESS	6148021527	01-46-6110	Wireless bill	40.01
07/26	07/28/2026	72826105	VERIZON WIRELESS	6148021527	01-49-6110	Wireless bill	51.05
07/26	07/28/2026	72826105	VERIZON WIRELESS	6148021527	01-47-6110	Wireless bill	220.10
07/26	07/28/2026	72826105	VERIZON WIRELESS	6148021527	04-44-6110	Wireless bill	67.83
07/26	07/28/2026	72826105	VERIZON WIRELESS	6148021527	06-40-6110	Wireless bill	40.01
Total 72826105:							496.97
Grand Totals:							877,756.11

Summary by General Ledger Account Number

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
01-02-2000	10.18	208,634.92-	208,624.74-
01-02-2312	13,446.00	.00	13,446.00
01-02-2615	61,549.41	.00	61,549.41
01-40-5063	14.10	.00	14.10
01-40-5067	242.25	.00	242.25
01-40-6101	20,734.74	.00	20,734.74
01-40-6109	1,588.00	.00	1,588.00
01-40-6110	141.28	.00	141.28
01-40-6113	131.62	.00	131.62
01-40-6126	580.61	.00	580.61
01-40-6512	329.15	.00	329.15
01-40-6801	200.00	.00	200.00
01-40-6839	100.00	.00	100.00
01-40-7051	80.00	.00	80.00
01-40-7999	102.92	.00	102.92
01-40-8518	49,999.00	.00	49,999.00
01-41-5063	490.50	.00	490.50
01-41-6312	192.08	.00	192.08
01-41-6824	33.98	.00	33.98
01-41-7020	60.93	.00	60.93
01-41-7999	577.01	.00	577.01
01-42-5063	53.53	.00	53.53
01-42-6104	55.00	.00	55.00
01-42-6110	40.00	.00	40.00
01-42-6111	75.66	.00	75.66
01-42-6113	135.40	.00	135.40
01-42-6126	93.52	.00	93.52
01-42-6805	247.83	.00	247.83
01-42-7010	27.99	.00	27.99
01-42-7020	808.90	.00	808.90
01-42-7101	2,843.27	.00	2,843.27
01-42-7254	366.72	.00	366.72
01-42-7999	19.49	.00	19.49
01-42-8599	4,710.00	.00	4,710.00
01-43-6104	539.38	.00	539.38
01-43-7010	17.99	.00	17.99
01-45-6111	13.33	.00	13.33
01-45-6113	1,468.50	.00	1,468.50
01-45-6132	8,155.04	.00	8,155.04
01-45-6133	3,375.00	.00	3,375.00
01-45-6801	491.76	.00	491.76
01-45-6802	713.40	.00	713.40
01-45-6806	677.05	.00	677.05
01-45-6835	612.34	.00	612.34
01-45-7101	2,479.51	.00	2,479.51
01-46-5061	1,143.32	.00	1,143.32
01-46-5062	64.57	.00	64.57
01-46-6104	14.92	.00	14.92
01-46-6110	40.01	.00	40.01
01-46-6126	189.28	.00	189.28
01-46-6135	22.99	.00	22.99
01-46-6211	14,949.72	.00	14,949.72
01-46-6214	2,000.00	.00	2,000.00
01-46-6999	846.00	.00	846.00
01-46-7010	42.00	.00	42.00
01-46-7020	228.52	10.18-	218.34
01-47-6104	539.37	.00	539.37
01-47-6108	3,644.60	.00	3,644.60
01-47-6110	220.10	.00	220.10

GL Account	Debit	Credit	Proof
01-47-6111	269.90	.00	269.90
01-47-6113	772.36	.00	772.36
01-47-6126	203.94	.00	203.94
01-47-7101	521.30	.00	521.30
01-48-7999	6.64	.00	6.64
01-49-6109	11,725.00	.00	11,725.00
01-49-6110	51.05	.00	51.05
04-02-2000	.00	63,353.54-	63,353.54-
04-44-6104	152.50	.00	152.50
04-44-6110	67.83	.00	67.83
04-44-6111	4,383.62	.00	4,383.62
04-44-6210	100.00	.00	100.00
04-44-6405	4,950.00	.00	4,950.00
04-44-6610	2,000.00	.00	2,000.00
04-44-6802	3,038.00	.00	3,038.00
04-44-6805	432.84	.00	432.84
04-44-6834	25,966.00	.00	25,966.00
04-44-7051	368.98	.00	368.98
04-44-7101	2,162.77	.00	2,162.77
04-44-8505	19,731.00	.00	19,731.00
06-02-2000	6,978.20	184,517.50-	177,539.30-
06-02-2005	.00	6,978.20-	6,978.20-
06-40-6101	139.60	.00	139.60
06-40-6109	198.50	.00	198.50
06-40-6110	40.01	.00	40.01
06-40-6801	40,395.00	.00	40,395.00
06-47-6111	30.71	.00	30.71
06-47-6113	146.75	.00	146.75
06-47-6601	1,326.50	.00	1,326.50
06-47-7101	323.93	.00	323.93
06-47-8527	139,744.00	.00	139,744.00
06-47-8599	2,172.50	.00	2,172.50
09-02-2000	.00	52,854.66-	52,854.66-
09-42-8516	52,854.66	.00	52,854.66
14-02-2000	.00	39,334.29-	39,334.29-
14-44-8503	36,494.29	.00	36,494.29
14-44-8533	2,840.00	.00	2,840.00
18-02-2000	.00	12,617.50-	12,617.50-
18-40-6106	12,617.50	.00	12,617.50
20-02-2000	.00	323,432.08-	323,432.08-
20-40-6101	215.00	.00	215.00
20-40-6109	198.50	.00	198.50
20-40-9810	323,018.58	.00	323,018.58
Grand Totals:	899,207.73	891,732.87-	7,474.86

Report Criteria:

Report type: GL detail



Agenda Item Summary

Agenda Date: 7/27/2026

Subject: Ordinance No. 1112 – An Ordinance of the Town of Mead, Colorado, Calling for the 2026 Regular Election to Be Held as a Coordinated Election and Delegating Authority to the Town Clerk to Execute a Memorandum of Intergovernmental Agreement with Weld County Regarding the Coordinated Election to Be Held on Tuesday, November 3, 2026

Presented by: Milissa Peters - Garcia, Town Clerk

Summary:

The Town of Mead Regular Municipal Election is scheduled for Tuesday, November 3, 2026. Ordinance No. 1112 (the "Ordinance") calls for the election to be held as a coordinated election with Weld County and delegates authority to the Town Clerk (as the Town's Designated Election Official) to execute the Memorandum of Intergovernmental Agreement for Conduct of Coordinated Elections (the "Election IGA") with Weld County on behalf of the Town. The following Board of Trustee seats are up for election in November:

Mayor	4-year term	
Trustee	4-year term	(Adams)
Trustee	4-year term	(Harris)
Trustee	4-year term	(Schranz)
Trustee	2-year term	(Cartwright)

The ballot language for the Trustee election and any other referred items must be submitted to Weld County by September 4, 2026.

Financial Considerations:

The cost to coordinate the election will be about \$2.50 per registered elector on election day or approximately \$13,600.00. Election costs are budgeted under 01-41-6523.

Staff Recommendation / Actions Required:

Staff recommends approval of the Ordinance. A motion to adopt the consent agenda for July 27, 2026 regular meeting will approve this item (approving the Election IGA and delegating authority to the Town Clerk to execute the Election IGA on behalf of the Town when in final form). If the Ordinance is removed from the consent agenda, the suggested motion is:

Suggested Motion:

"I move to adopt Ordinance No. 1112, An Ordinance of the Town of Mead, Colorado, Calling for the 2026 Regular Election to Be Held as a Coordinated Election and Delegating Authority to the Town Clerk to Execute a Memorandum of Intergovernmental Agreement with Weld County Regarding the Coordinated Election to Be Held on Tuesday, November 3, 2026."

Attachments:

1. Ordinance No. 1112
2. Memorandum of IGA for Conduct of Coordinated Election

**TOWN OF MEAD, COLORADO
ORDINANCE NO. 1112**

**AN ORDINANCE OF THE TOWN OF MEAD, COLORADO, CALLING FOR THE
2026 REGULAR ELECTION TO BE HELD AS A COORDINATED ELECTION
AND DELEGATING AUTHORITY TO THE TOWN CLERK TO EXECUTE A
MEMORANDUM OF INTERGOVERNMENTAL AGREEMENT WITH WELD
COUNTY REGARDING THE COORDINATED ELECTION TO BE HELD ON
TUESDAY, NOVEMBER 3, 2026**

WHEREAS, November 3, 2026, is a designated coordinated election date under state law and is also the date of the Town of Mead's regular election; and

WHEREAS, the Town of Mead desires to conduct the 2026 regular election as a coordinated election; and

WHEREAS, pursuant to C.R.S. § 1-7-116(5), the Town has notified the Weld County Clerk and Recorder in writing of its intent to participate in the November 3, 2026, election; and

WHEREAS, pursuant to C.R.S. § 1-7-116(1), if more than one political subdivision holds an election on the same day in November and the eligible electors for each election are the same or the boundaries overlap, the county clerk and recorder shall conduct the elections on behalf of all political subdivisions; and

WHEREAS, Section 1-7-116(2), C.R.S., states that the political subdivisions for which the county clerk and recorder will conduct the coordinated election shall enter into an agreement with the county clerk and recorder, which agreement shall be signed no later than seventy (70) days prior to the election, or on or before August 25, 2026; and

WHEREAS, the Board of Trustees of the Town of Mead wishes to enter into such an agreement with the Weld County Clerk and Recorder regarding the conduct of the coordinated election; and

WHEREAS, Sections 31-10-102.7 and 1-1-102(1), C.R.S., allow a municipality to provide by ordinance or resolution that it will utilize the requirements and procedures of the Uniform Election Code of 1992, Articles 1 to 13 of Title 1, C.R.S. (the "Uniform Election Code") in lieu of the Municipal Election Code of 1965, Article 10 of Title 31, C.R.S., with respect to any election; and

WHEREAS, in accordance with Section 2-1-10 of the Municipal Code, this Ordinance confirms that the November 3, 2026, regular election will be conducted pursuant to the requirements and procedures of the Uniform Election Code.

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. Conduct of 2026 Regular Election. The Board of Trustees hereby confirms that the Town's 2026 regular election shall be conducted as a coordinated election, and that for such coordinated election the Town shall utilize the requirements and procedures of the Uniform Election Code.

Section 3. Delegation of Authority to Execute IGA. The Board of Trustees hereby delegates authority to the Town Clerk to execute the Memorandum of Intergovernmental Agreement for Conduct of Coordinated Elections between the Town, the Weld County Board of County Commissioners and the Weld County Clerk and Recorder regarding the conduct of the November 3, 2026 coordinated election, once approved as to form by the Town Attorney (the "Election IGA"), and authorizes the Town Manager, the Town Clerk and their respective designees to take whatever action is necessary to coordinate the election. The Election IGA shall be executed on or before August 25, 2026.

Section 4. Appointment of DEO. The Designated Election Official for the Town for the 2026 coordinated election is the Town Clerk.

Section 5. Approval of Costs. The Board of Trustees hereby specifically approves the expenditure of the Town's pro rata share of the actual costs for the Weld County Clerk and Recorder to conduct the coordinated election, including the Town's pro rata share of the costs of printing and mailing the ballots and all other election expenses pursuant to the terms of the Election IGA.

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

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 Code available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 27TH DAY OF JULY 2026.

ATTEST:

TOWN OF MEAD

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

By: _____
Colleen G. Whitlow, Mayor

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

Town of Mead, hereinafter referred to as "Jurisdiction," does hereby agree and contract with the Board of County Commissioners of the County of Weld, hereinafter referred to as "Commissioners," and the Weld County Clerk and Recorder, hereinafter referred to as "County Clerk," concerning the administration of the November 3, 2026, General Election conducted pursuant to the Uniform Election Code of 1992 as amended (hereinafter "Code"), and the rules and regulations promulgated thereunder, found at 8 C.C.R. 1505-1. This Agreement is not intended to address or modify statutory provisions regarding voter registration, nor to address or modify the County Clerk's duties thereunder.

WHEREAS, the Jurisdiction desires to conduct an election pursuant to its statutory authority or to have certain items placed on the ballot at an election pursuant to its statutory authority, such election to occur via mail ballot on November 3, 2026; and

WHEREAS, the Jurisdiction agrees to conduct a Coordinated Election with the County Clerk acting as the Coordinated Election Official; and

WHEREAS, the County Clerk is the "Coordinated Election Official," pursuant to C.R.S. §1-7-116, and is to perform certain election services in consideration of performances by the Jurisdiction of the obligations herein below set forth; and

WHEREAS, such agreements are authorized by statute at C.R.S. §§1-1-111(3), 1-7-116, and 29-1-203, et seq.

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

1. The Jurisdiction encompasses territory within Weld County and _____ County. This Agreement shall be construed to apply only to that portion of the Jurisdiction within Weld County.
2. Term of Agreement: This Agreement is intended only to deal with the conduct of the November 3, 2026, General Election.
3. The Jurisdiction agrees to perform the following tasks and activities:
 - a. Conduct all procedures required of the clerk or designated election official for initiatives, referenda, and referred measures under the provisions of C.R.S. §§31-11-101 through 31-11-118.
 - b. To do all tasks required by law of designated election officials concerning nomination of candidates by petition, including, but not limited to: issue approval as to form, where appropriate, of nominating petition; determine candidate eligibility; receive candidate acceptance of nominations; accept notice of intent, petitions for nomination, and affidavits of circulators; verify signatures on nominating petitions; and hear any protests of the nominating petitions, as said tasks are set forth in any applicable provisions of Title 1, Article IV, Parts 8 and 9, and C.R.S. §1-4-501, C.R.S., and those portions of the Colorado Municipal Election Code of 1965, Article X of Title 31, as adopted by reference pursuant to C.R.S. §1-4-805.

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

- c. Establish order of names and questions for Jurisdiction's portion of the ballot and submit to the County Clerk in final form. The ballot content, including a list of candidates, ballot title, and text, must be certified to the County Clerk no later than 60 days before the election, pursuant to C.R.S. §1-5-203(3)(a). The Jurisdiction must provide a Spanish (US) translation of the ballot title and text for the County to provide a Spanish language sample ballot and a Spanish language in-person ballot pursuant to § 1-5-906 and 1-5-907, C.R.S. The translation services selected by the Jurisdiction must be screened and tested for proficiency in both written English and Spanish with affiliation or accreditation by a nationally recognized association of translators or have credentials or certifications that are comparable to or exceed the standards used by a nationally recognized association of translators, and must produce translations that are linguistically accurate, culturally appropriate, and technically consistent with the original documents. The County Clerk will require the certification of translation be turned in with the ballot content.
- d. Accept written comments for and against ballot issues pursuant to C.R.S. §§ 1-7-901 and Colorado Constitution Article 10, Section 20(3)(b)(v). Comments to be accepted must be filed by noon on the Friday before the 45th day before the election. Preparation of summaries of written comments shall be done by the Jurisdiction but only to the extent required pursuant to C.R.S. §1-7-903(3). The full text of any required ballot issue notices must be transmitted to and received by the County Clerk no later than 43 days prior to the election pursuant to C.R.S. §1-7-904. No portion of this Subsection 3(d) shall require the County Clerk to prepare summaries regarding the Jurisdiction's ballot issues.
- e. Collect, prepare, and submit all information required to give notice pursuant to Colorado Constitution Article 10, Section 20(3)(b), the Taxpayer's Bill of Rights. Such information must be received by the County Clerk no less than 43 days prior to the election to give the County Clerk sufficient time to circulate the information to voters.
- f. Accept affidavits of intent to accept write-in candidacy up until close of business on the 64th day before the election, provide a list of valid affidavits received and forward them to the County Clerk pursuant to C.R.S. §1-4-1102(2).
- g. Pay the sum of \$2.50 per registered elector eligible to vote in the Jurisdiction's election as of November 3, 2026, with a \$200 minimum, within 30 days of billing, regardless of whether or not the election is actually held. If the Jurisdiction cancels the election before its Section 20, Article X, the Taxpayer's Bill of Rights, notices are due to the County, and prior to the County Clerk incurring any expenses for the printing of the ballots, the Jurisdiction shall not be obligated for any expenses under this Subsection 3(g). The Jurisdiction shall also be responsible for costs of recounts pursuant to C.R.S. §§1-10.5-107 or 1-11-215, except for costs collected from an "interested party"

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

pursuant to C.R.S. §1-10.5-106 which shall be collected by the entity conducting the recount.

- h. Designate an “election official” who shall act as the primary liaison between the Jurisdiction and the County Clerk and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder.
- i. By approval of this Agreement, any municipality thereby resolves to not use the provisions of the Colorado Municipal Election Code, except as otherwise set forth herein or as its use is specifically authorized by the Code.
- j. Mail ballot issue notices pursuant to C.R.S. §1-7-906(2) for active registered electors who do not reside within the county or counties where the political subdivision is located.
- k. Carry out all action necessary for cancellation of an election including notice pursuant to C.R.S. §1-5-208, and pay any costs incurred by the County Clerk within 30 days of receipt of an invoice setting forth the costs of the canceled election pursuant to C.R.S. §1-5-208(5).
- l. Jurisdiction shall verify as being accurate the list of registered elector’s names and addresses previously forwarded to the Jurisdiction by the Weld County Clerk and Recorder’s Office. By signing this Agreement, Jurisdiction represents that the list of registered elector’s names and addresses has been reviewed by the Jurisdiction and is accurate. The Jurisdiction will promptly notify the contact listed in section 5(f) of any changes to the information contained in said list.
- m. By September **4th**, Jurisdiction shall notify all candidates to call the Election Office at 970-400-3109, to leave a voice mail on how to pronounce the candidate’s name and the office the candidate is seeking.

4. The County Clerk Agrees to perform the following tasks and activities:

- a. Except as otherwise expressly provided for in this Agreement, to act as the Coordinated Election Official for the conduct of the election for the Jurisdiction for all matters in the Code which require action by the Coordinated Election Official.
- b. Circulate the Taxpayer’s Bill of Rights notice pursuant to Colorado Constitution Article X, Section 20.
- c. Circulate general Ballot Issues notices pursuant to C.R.S. §§ 1-7-905 and 1-7-906(1), and publish and post notice, as directed in C.R.S. §1-5-205.

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

- d. Designate the statutory required number of drop boxes during the election cycle. Designate not less than the statutory requirement of voter service and polling centers for early voting and election day.
- e. After Election Day, bill Jurisdiction for number of registered electors within the Jurisdiction as of Election Day; identify the members of the Board of Canvassers eligible for receiving a fee; and bill the Jurisdiction for the fees.
- f. Designate an employee of the Weld County Clerk and Recorder's Office, Election Division to act as a primary liaison or contact between the County Clerk and the Jurisdiction (see contact information in 5(f)).
- g. The County Clerk shall appoint and train election judges and this power shall be delegated by the Jurisdiction to the County Clerk, to the extent required or allowed by law.
- h. Select and appoint a Board of Canvassers to canvass the votes, provided that the Jurisdiction, at its option, may designate one of its members and one eligible elector from the jurisdiction to assist the County Clerk in the survey of the returns for that Jurisdiction. If the Jurisdiction desires to appoint one of its members and an eligible elector to assist, it shall make such appointments, and shall notify the County Clerk in writing of such appointments not later than 15 days prior to the election. The County Clerk shall receive and canvass all votes, and shall certify the results in the time and manner provided and required by the Code. The County Clerk shall perform all recounts required by the Code.

5. Additional Provisions

a. Time of the Essence.

Time is of the essence in this Agreement. The statutory time frames of the Code shall apply to the completion of the tasks required by this Agreement.

b. Right of Termination.

If Jurisdiction fails to accomplish its obligations, County is relieved of any further obligation under this agreement. Jurisdiction is fully responsible for any actions that result from its failure to meet its obligations.

c. No Waiver of Privileges or Immunities.

No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act §§ 24-10-101 et seq., as applicable now or hereafter amended, or any other applicable privileges or immunities held by the parties to this Agreement.

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

d. No Third Party Beneficiary Enforcement.

It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

e. Entire Agreement, Modification, Waiver of Breach.

This Agreement contains the entire Agreement and understanding between the parties to this Agreement and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, novation, renewal, or other alteration of or to this Agreement and any attached exhibits shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the undersigned parties. No breach of any term, provision, or clause of this Agreement shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party hereto, or waiver of, a breach by any other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other, or subsequent, breach.

f. Notice provided for in this Agreement shall be given by the Jurisdiction to the primary liaison designated according to section 4.f. above:

Adam Gonzales
Phone: (970) 400-3178
Fax: (970) 304-6566
Email: agonzales@weld.gov
Address: PO Box 459, Greeley, CO 80632

Notice provided for in this Agreement shall be given to the Jurisdiction election official referred to in Subsection 3(h) of this Agreement by phone:

Designated Election Official for Jurisdiction: _____
Phone: _____
After hour phone number: _____
Additional Contact Information:
Fax: _____
E-mail: _____
Address: _____
_____.

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

DATED this _____ day of _____, 2026.

WELD COUNTY CLERK AND RECORDER

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF WELD COUNTY

Carly Koppes, Clerk and Recorder

Scott James, Chair

APPROVED AS TO FORM:

ATTEST: _____
Clerk to the Board of County Commissioners

County Attorney

Deputy Clerk to the Board

Town of Mead
APPROVED AS TO FORM:

ATTEST:

Attorney for Jurisdiction (Signature)

Designated Election Official for Jurisdiction
(Signature)



Agenda Item Summary

Agenda Date: 7/27/2026

Subject: Resolution No. 47-R-2026 - A Resolution of the Town of Mead, Colorado, Approving an Intergovernmental Agreement for Conduct of Community Development Block Grant Program Between the Town of Mead and Weld County

Presented by: Helen Migchelbrink, Town Manager

Summary:

Staff is requesting the Board's review and approval of an intergovernmental agreement with Weld County, specifically that certain Intergovernmental Agreement for Conduct of Community Development Block Grant Program in Weld County (the "CDBG IGA"). The CDBG IGA is attached to the Resolution as Exhibit 1.

It is expected that Weld County will qualify for and receive financial assistance to conduct a Community Development Block Grant Program ("CDBG Program") pursuant to Title 1 of the Housing and Community Development Act of 1974, as amended, and the Rules and Regulations promulgated by the Department of Housing and Urban Development ("HUD") relating to the conduct of the CDBG Program.

The CDBG Program provides annual grants on a formula basis to states, cities, and counties to develop urban communities by providing decent housing and a suitable living environment, with funding targeted to assist primarily low- and moderate-income persons.

The Resolution: (1) approves the CDBG IGA, subject to delegation of authority to the Town Attorney, in cooperation with the Town Manager, to make non-material changes to the CDBG IGA that do not increase the Town's obligations; and (2) authorizes the Mayor to execute the CDBG IGA on behalf of the Town once in final form.

Financial Considerations:

None

Staff Recommendation / Actions Required:

A motion to approve the July 27, 2026, consent agenda will adopt Resolution No. 47-R-2026, A Resolution of the Town of Mead, Colorado, Approving an Intergovernmental Agreement for Conduct of Community Development Block Grant Program Between the Town of Mead and Weld County. If this item is pulled off of consent, Staff recommends the following motion:

Suggested Motion:

"I move to approve Resolution No. 47-R-2026, A Resolution of the Town of Mead, Colorado, Approving an Intergovernmental Agreement for Conduct of Community Development Block Grant Program Between the Town of Mead and Weld County."

Attachments:

1. Resolution No. 47-R-2026
2. Exhibit 1 - IGA for Conduct of CDBG Program in Weld County
3. Exhibit A - 2026 Legal Opinion Letter

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 47-R-2026**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO,
APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR CONDUCT OF
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM BETWEEN THE
TOWN OF MEAD AND WELD COUNTY**

WHEREAS, Weld County is eligible to become an “Urban County” as defined by applicable United States Department of Housing and Urban Development (“HUD”) guidelines; and

WHEREAS, it is expected that Weld County will qualify for and receive financial assistance to conduct a Community Development Block Grant Program (“CDBG Program”) pursuant to Title 1 of the Housing and Community Development Act of 1974, as amended, and the Rules and Regulations promulgated by HUD relating to the conduct of the CDBG Program; and

WHEREAS, Weld County has requested the Town Board to consider approving that certain *Intergovernmental Agreement for Conduct of Community Development Block Grant Program in Weld County* (the “CDBG IGA”); and

WHEREAS, a copy of the CDBG IGA is attached to this Resolution as **Exhibit 1**; and

WHEREAS, funding for the CDBG IGA is based on federal fiscal years, which begins on October 1st and ends on September 30th of the following calendar year; and

WHEREAS, the Town understands that grant funds made available to the Town under the CDBG Program will be used in benefitting low- and moderate-income citizens and/or areas, or to advance other goals of the CDBG Program; and

WHEREAS, the Board of Trustees desires to approve the CDBG IGA and further desires to authorize the Mayor to execute the same on behalf of the Town when in final form.

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

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

Section 2. The Board of Trustees hereby: (a) approves the CDBG IGA in substantially the same form as is attached hereto as **Exhibit 1**; (b) authorizes the Town Attorney in cooperation with the Town Manager to make non-material changes to the CDBG IGA that do not increase the Town’s obligations; and (c) authorizes the Mayor to execute the CDBG IGA on behalf of the Town once in final form.

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

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 27TH DAY OF JULY 2026.

ATTEST:

TOWN OF MEAD

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

By: _____
Colleen G. Whitlow, Mayor

Exhibit 1

Intergovernmental Agreement for Conduct of Community Development
Block Grant Program in Weld County
(attached)

**INTERGOVERNMENTAL AGREEMENT FOR CONDUCT OF
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM IN WELD COUNTY**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made this ____ day of _____, 2026, by and between County of Weld, by and through the Board of County Commissioners of the County of Weld, whose address is P.O. Box 758, 1150 O Street, Greeley, CO 80632, a body corporate and politic of the State of Colorado, hereinafter referred to as “County,” and the Town of Mead, whose address is 441 3rd Street, P.O. Box 626, Mead, CO 80542, a municipality located in Weld County, State of Colorado, hereinafter referred to as “Municipality.” County and Municipality may be referred to collectively as “Parties,” and individually as “Party.”

WITNESSETH:

WHEREAS, in 1974 the U.S. Congress enacted the Housing and Community Development Act of 1974 (“the Act”) thereby permitting and providing for the participation of the Federal government in a wide range of local housing and community development activities and programs, which activities and programs are administered by the U.S. Department of Housing and Urban Development (“HUD”); and

WHEREAS, the primary objective of Title I of the Act is the development of viable urban communities by providing decent housing and a suitable living environment and the expansion of economic opportunities, mainly for persons of low and moderate-income. This objective is to be accomplished by providing financial assistance in the form of block grant funds to state and local governments for the conduct and administration of housing and community development activities and programs as contemplated under the Act via the Community Development Block Grant (“CDBG”) program; and

WHEREAS, HUD rules and regulations governing the CDBG Program, as published in 24 C.F.R., Subtitle B, Chapter V, Part 570 (“CDBG Regulations”), provide that a county must qualify as an “Urban County,” as defined therein, and submit to HUD an annual request for funding in the form of a Three (3) year Consolidated Plan (“Consolidated Plan”) and an Annual Action Plan (“AAP”) or a Three (3) year Consolidated Plan with an Annual Action Plan component (“CPAAP”). The municipalities and other units of local government within an Urban County may be included in the Urban County by intergovernmental or cooperative agreement and may thereby be included in the Urban County’s CDBG Program; and

WHEREAS, Weld County wishes to obtain Urban County classification for the next three successive fiscal years 2027-2029 and future years; and

WHEREAS, rules and regulation to qualify or re-qualify as an Urban County are published annually and the notice for the Federal fiscal years 2027-2029 are published in HUD Notice CPD-26-08, “Instructions for Urban County Qualification for Participation in the Community Development Block Grant (CDBG) Program; and

WHEREAS, HUD has determined that County is authorized to undertake essential community development activities in its unincorporated areas that are necessary to qualify as an Urban County to receive funds from HUD by annual grant agreement. This determination is based on the authority granted County pursuant to §§ 29-3-101 to 123, §§ 30-11-101 to 107; §§ 30-20-301 to 310; and §§ 30-20-401 to 422, Colorado Revised Statutes (C.R.S.), as amended; and

WHEREAS, it is recognized that County does not have independent legal authority to conduct some kinds of community development and housing assistance activities within the boundaries of Municipality and, therefore, its ability to conduct the CDBG Program in Municipality is limited. Accordingly, in order for Municipality to be considered a part of the Urban County and be included in County's annual requests to HUD for CDBG Program funds, CDBG regulations require that Municipality and County enter into a cooperation agreement wherein Municipality authorizes and agrees to cooperate with County to undertake or to assist in the undertaking of essential community development and housing assistance activities within the boundaries of Municipality, as may be approved and authorized between the Parties in the CDBG Agreements, including the Consolidated Plan, and in County's annual grant agreements with HUD; and

WHEREAS, pursuant to Colo. Const. art. XIV, § 18 and § 29-1-203, C.R.S., as amended, County and Municipality are expressly authorized to cooperate and contract with each other for any function, service, or facility lawfully authorized to each; and

WHEREAS, County and Municipality have determined that it would be mutually beneficial and in the public interest to enter into this Agreement. Municipality that has entered into an intergovernmental agreement with the County shall be considered a "Participating Jurisdiction" and shall be eligible to participate in the County's CDBG programs for the County's qualification period; and

WHEREAS, the Mayor of the Municipality is authorized to execute this Agreement on the Municipality's behalf; and

WHEREAS, the County Executive is authorized to execute this Agreement on the County's behalf.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein set forth, the sufficiency of which is hereby acknowledged, County and Municipality agree as follows:

I. TERM OF AGREEMENT:

This Agreement covers the CDBG Entitlement program. Urban County does 'not' receive HOME or ESG funding. The initial term of this Agreement shall be for three (3) years covered by the Urban County qualification period of Federal Fiscal Years **2027**, through **2029**. Funding

for this Agreement is based on Federal fiscal years, which begin October 1st and end September 30th of the following year.

This Agreement shall automatically be renewed for participation for one successive three (3) year Urban County qualification period (Federal Fiscal Years 2030, 2031, 2032), unless either Party provides written notice that it elects not to participate in a new qualification period. The terminating Party shall send a copy of the notice of termination to the HUD field office by the date specified on the HUD Exchange Urban Counties website. The County will notify the Municipality in writing of the Municipality's right to make this election. A copy of the County's notification must be sent to the HUD field office by the date specified on the HUD Exchange Urban Counties website.

The Parties agree to adopt amendment(s) to this Agreement as may be required by HUD to meet any new Urban County Qualification requirement(s), when applicable. Failure by either Party to adopt any such amendment, and to submit such amendment to HUD, will void the agreement for such qualification period.

This Agreement shall remain in effect until the CDBG funds and Program Income ("PI") received with respect to activities carried out during the three-year qualification period and any applicable successive qualification periods pursuant to renewals of the Agreement are expended and the funded activities completed, and County and Municipality cannot terminate or withdraw from the Agreement while it remains in effect.

II. RESPONSIBILITIES OF MUNICIPALITY:

- A. Municipality and County Cooperation.** The County and the Municipality agree to cooperate to undertake, or assist in undertaking, essential community development and housing assistance activities.

Municipality will cooperate and work with County in the preparation of detailed projects and other activities to be conducted or performed within Municipality during the Federal fiscal years during which this Agreement is in effect. Municipality will also cooperate with County, and County will cooperate with Municipality, to undertake or assist in undertaking community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing. The finalized projects and activities will be included in County's AAP when required, annually. Municipality understands and agrees, however, that County shall have final responsibility for the selection of all projects and activities to be included in the grant requests and the submission of requests. Municipality shall cooperate fully with County in all CDBG Program efforts planned and performed hereunder and does hereby allow and permit County to undertake or assist in undertaking essential community development and housing assistance activities within Municipality as may be approved and authorized in County's CDBG Plans, Agreements and/or Contracts, including the AAP, when required.

- B. Delegation of Administrative and Supervisory Control.** Municipality acknowledges that County is ultimately responsible to HUD for the supervision and administration of any funds received by the Urban County or Municipality under the CDBG Program.
- C. Subrecipient Agreements.** Pursuant to CDBG Regulations, as published in 24 C.F.R. Volume 3, Subtitle B, Chapter V, Part 570.501(b), Municipality is subject to the same requirements applicable to “subrecipients,” including the requirement of a written agreement as set forth in 24 C.F.R. Volume 3, Subtitle B, Chapter V, Part 570.503. Additionally, County shall use Sub-recipient Agreements for all projects administered on behalf of Municipality and shall notify Municipality of individual project and/or Activity County approvals. The Agreements may contain the Project Name, Project Purpose, Scope of Service, Project Description, Performance Measures, Staffing and Description of System Delivery, Project Budget, Time of Performance, Reporting Requirements, Labor Standards requirements (if any), Environmental Review Requirements and other Financial Information. This Agreement shall govern such elements as PI, Reversion of Assets, Records, Reports and Asset Management.
- D. Project Timelines.** The timeline for a project or activity shall commence when County provides written notification to Municipality of proposal/project/activity approval and authorization by County and/or HUD and a fully executed Subrecipient Agreement. Municipality shall submit to County, no less frequent than annually, formal Municipality proposals, including a timeline and budget for each project or activity. The timeline shall specify the length of time needed for each phase through the completion of the project or activity. Municipality shall comply and/or require its contractors and/or sub-contractors to comply with the timelines submitted and Municipality shall allocate the funds received hereunder accordingly. Municipality understands that failure to comply with the timelines may result in cancellation of a project or activity and/or the loss of CDBG funding, unless County determines that extenuating circumstances beyond Municipality control exist, permitting the project to proceed and be completed in a reasonable time. Unobligated or unexpended funds not used by Municipality shall be transferred to the allocation formula for redistribution. County will review all CDBG projects and activities to determine whether they are being carried out in a timely manner as required by CDBG Regulations, 24 C.F.R. Volume 3, Subtitle B, Chapter V, Part 570.902.
- E. Payment Process.**
- 1. Applications for Funding.** Before County distributes any funds to Municipality under this Agreement, Municipality shall submit to County an application for funding, which shall be in the form and format specified by County and in compliance with HUD regulations.
- F. Non-Appropriation Clauses.** Municipality agrees that every contract to which it is a party involving the use of CDBG funds allocated here under shall include a non-appropriation clause. Such clause shall state that the funding therefore is contingent upon the continuing allocation and availability of CDBG funding and not upon the availability of County General Funds.

1. **Accounting Standards.** Municipality's financial management system shall be in compliance with the standards specified in OMB Circular A-87, now superseded by regulations codified at 2 C.F.R. Part 200, Subpart E. In addition, Municipality shall comply with OMB Circular A-110, now superseded by regulations codified at 2 C.F.R. Part 200, Subpart D, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

G. **Expenditure Restrictions.** All CDBG funds approved by HUD for expenditure under County's Grant Agreement, including those that are identified for Municipality projects and activities, shall be allocated to the specific projects and activities described and listed in Municipality's proposal for funding, Agreements, and Contracts; such funds shall be used for no other purposes. No project, activity, or the amount allocated to a given project or activity may be changed without the written concurrence of County and/or HUD, as required.

H. **Additional Spending Limitations.** By executing the CDBG cooperation agreement, the included Municipality understands that it:

- a. May not apply for grants under the State CDBG Program for fiscal years during the period in which it participates in the Urban county's CDBG program.
- b. May receive a formula allocation under the HOME Program only through the urban county. Thus, even if the Urban County does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments.
- c. May receive a formula allocation under the ESG Program only through the Urban County.
- d. This does not preclude the Urban County or the Municipality from applying for HOME or ESG funds from the State, if the State allows.

I. **Municipality as Independent Contractor.** Municipality shall be responsible for the direct day-to-day supervision and administration of the projects and activities for which it receives funding under this Agreement. As such, Municipality shall be deemed to be acting as an independent contractor and not as an employee of County. Municipality shall be solely and entirely responsible for its acts and omissions, and the acts and omissions of its elected officials, employees, servants, contractors, and subcontractors during the term and performance of this Agreement. No elected official, employee, servant, contractor, or subcontractor of Municipality shall be deemed to be an employee, servant, contractor, or subcontractor of County because of the performance of any services or work under this Agreement. Municipality, at its expense, shall procure and maintain workers' compensation insurance and unemployment compensation insurance as applicable and/or required by law. **Pursuant to the Workers' Compensation Act, § 8-40-202(2)(b)(IV), C.R.S., as amended, Municipality understands that it and its elected officials, employees, and agents are not entitled to workers' compensation benefits from County. Municipality further understands that it is solely obligated**

for the payment of Federal and State income tax on any moneys earned pursuant to this Agreement, as applicable. Unemployment insurance benefits will not be available to Municipality unless unemployment coverage is provided by the Municipality or some other entity.

J. Excessive Force. Municipality has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and;
2. A policy enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.

K. Record Retention. Municipality shall maintain records and accounts of the funds it receives hereunder in accordance with accepted accounting procedures and any applicable Federal and State laws and regulations. Municipality will provide full access to these records to County, the Secretary of HUD or the Secretary's designee, the Office of Inspector General, and/or the U.S. Government Accountability Office, so that compliance may be confirmed regarding the expenditure of funds pursuant to this Agreement. Municipality further agrees to provide County, upon request, a copy of any audit records pertaining to Municipality's CDBG Program operations during the term of this Agreement. Municipality shall retain all records pertaining to this Agreement for a period of ten (10) Federal fiscal years following the termination of this Agreement.

L. Termination Asset Management. If Municipality terminates its participation in the Urban County CDBG Program, any assets acquired under this Agreement or from CDBG Program funding shall be managed or disposed of in accordance with 2 CFR Part 200 and any other applicable HUD and/or Federal regulations.

M. Compliance With Local Laws. All responsibilities of Municipality enumerated herein shall be subject to applicable State statutes and regulations and Municipality ordinances, resolutions, and rules and regulations insofar as they apply to projects or activities located within Municipality.

III. RESPONSIBILITIES OF COUNTY:

A. Administrative Oversight. County, as a designated Urban County and Municipality, is ultimately responsible for the administrative oversight and supervision of all funds. As such, it is responsible for ensuring that all funds allocated to Municipality are expended in accordance with the AAP, all Agreements and/or Contracts, and all applicable Federal, State, and local laws, ordinances, resolutions, regulations, and laws pertaining to this Agreement. It is the intent of County to exercise only that degree of administrative and supervisory control concerning Municipality projects and activities as necessary to

comply with such requirements and in accordance with the provisions of this Agreement and any Subrecipient Agreement.

B. Distribution of Funds. The distribution of CDBG funds between County and Municipality shall be determined as follows:

1. **Administrative Allocation.** County shall retain up to twenty percent (20%) of the total CDBG Program funds allocated to County for the purpose of general oversight, management, coordination and related costs. The expenditure of these funds shall be within the sole discretion of County for the aforementioned purposes.
2. **Allocations to Participating Jurisdictions.** The funds remaining after the subtraction of the administrative allowance outlined above shall be made available to the County and Municipality.
3. **Application Compliance.** All applications for funds must comply with all applicable Federal laws and regulations before any funds may be distributed.
4. **Benefit to Low- and Moderate-Income Residents.** CDBG National Objectives require that at least seventy (70%) of CDBG funds utilized must principally benefit low-to-moderate-income residents. County and Municipality agree to utilize their CDBG Program allocations each year in accordance with CDBG Program National Objective requirements by allocating at least seventy (70%) percent of their funds toward projects or activities that principally benefit low-to-moderate income residents. In preparing applications for funding, Municipality shall also take into consideration provisions for the elimination of slums or blight and provisions to meet urgent community development needs that are a threat to public health and safety and have become known or serious within the last eighteen (18) months, which are also part of the CDBG Program National Objectives.

IV. MUTUAL RESPONSIBILITIES AND MISCELLANEOUS PROVISIONS:

- A. Compliance With Federal Laws and Regulations.** The Parties shall take all actions to do all things that are appropriate and required to comply with the applicable provisions of the grant agreements received from HUD by County in which Municipality is included. The county and the cooperating unit of general local government agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities.

Parties agree that no actions shall be taken that prohibit Urban County from funding activities in, or in support of, any Participating UGLG that impedes County's actions to comply with its fair housing certification.

Parties agree that Urban County and the Participating UGLG are obligated to comply with Urban County's certification (under section 104(b) of Title I of the Housing and

Community Development Act of 1974), that grants will be conducted and administered in conformity with:

- Title VI of the Civil Rights Act of 1964 (and the implementing regulations at 24 CFR Part 1);
- The Fair Housing Act (Title VIII of the Civil Rights Act of 1968), and the implementing regulations at 24 CFR Part 100, and the duty to affirmatively further fair housing (AFFH); and
- Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR Part 6, which incorporates:
 - Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR Part 8;
 - Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR Part 35;
 - the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR Part 146;
 - Section 3 of the Housing and Urban Development Act of 1968;
 - Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the implementing regulations at 49 CFR Part 24;
 - Section 104(d) of Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR Part 42; and
- Other applicable laws

B. Governmental Immunity. County and Municipality are “Public Entities” as defined under the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as amended. Nothing in this Agreement shall be construed to waive or in any manner limit any of the protections or immunities afforded thereunder.

C. Fair Housing.

County is prohibited from funding activities that do not comply with HUD’s policies and regulations concerning fair housing. Municipality agrees to affirmatively further fair housing. Municipality agrees not to take any actions pursuant to funding it receives under this Agreement that would result in County being in noncompliance with its Fair Housing Certification. Municipality acknowledges that noncompliance by Municipality may constitute noncompliance by County, which may provide cause for funding sanctions or other remedial actions by HUD. Urban County funding shall not be used for activities in, or in support of, any locality that does not affirmatively further fair housing within its own jurisdiction or that impedes County’s actions to comply with County’s Fair Housing Certification.

D. Reporting. Municipality will file all reports and other information necessary to comply with applicable Federal laws and regulations as required by County and HUD. This includes providing to County information necessary to complete the Consolidated Annual Performance and Evaluation Report (CAPER) in a timely fashion. Requirements will be specified in individual Agreements and/or Contracts. County shall be responsible for

confirming the compliance of Municipality projects with applicable Federal laws and regulations. County shall further be responsible for maintaining proper documentation of County's administrative expenses and for determining that all necessary reports and information are filed with HUD and other applicable Federal agencies in a timely fashion.

1. **Support of Nonprofit Organizations.** County recognizes nonprofit organizations as being valuable partners in addressing the needs of low and moderate-income citizens. Municipality is encouraged to provide financial support utilizing its General funds, CDBG funds, and other available funds to support nonprofit organizations that serve low-income residents within the Urban County and/or Municipality. CDBG funds should supplement activities above and beyond what local Municipality funds normally support; they are not meant to displace use of local support.

2. **Termination.** This Agreement may only be terminated as provided herein or as otherwise provided by Federal, State, or local law, ordinance, resolution, regulation, or rule.

E. **Entire Agreement.** This writing constitutes the entire Agreement between the Parties with respect to the subject matter herein, and shall be binding upon the Parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of the Parties.

F. **No Third-Party Beneficiary Enforcement.** It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in the Agreement. It is the express intention of the Parties that any entity other than the Parties receiving services or benefits under this Agreement shall be incidental beneficiary only.

G. **Severability.** If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable, this Agreement shall be construed and enforced without such provision to the extent that this Agreement is then capable of execution within the original intent of the Parties.

H. **Modification and Breach.** This Agreement contains the entire Agreement and understanding between the Parties and supersedes any other Agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, notation, renewal, or other alteration of or to this Agreement shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the Parties. No breach of any term, provision, or clause of this Agreement shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party, or waiver of, a breach by any other Party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

- I. Prohibition of Fund Use.** Parties to this Agreement understand and agree that they may not sell, trade, or otherwise transfer all or any portion of CDBG funds to a Metropolitan City, Urban County, unit of general local government, or insular area that directly or indirectly receives CDBG funds in exchange for any funds, credits, or non-Federal considerations but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.
- J. Legal Opinion.** The terms and provisions of this agreement are fully authorized under state and local law and that the agreement provides the legal authority for the County to undertake, or assist in undertaking, essential community development and housing assistance activities within the Participating UGLG's jurisdiction. Attached and incorporated into this Agreement is **Exhibit A**, County Counsel's Legal Opinion letter regarding this issue.
- K. Notices.** All notices required herein shall be mailed via First Class Mail to the Parties' representatives at the addresses set forth below:

MUNICIPALITY:

Town of Mead
Attn: Town Manager
441 Third Street
P.O. Box 626
Mead, CO 80542

COUNTY:

Cynthia Martin, Weld County
1301 N 17th Ave., PO Box 758,
Greeley, CO 80632

IN WITNESS WHEREOF, County Executive and Municipality Mayor are authorized to execute this Agreement on their respective behalf's and have duly executed this Agreement, which shall become effective as of the latest date written below.

ATTEST:

TOWN OF MEAD, COLORADO

By: _____
Mary E. Strutt, Town Clerk

By: _____
Colleen Whitlow, Mayor

ATTEST:

WELD COUNTY Clerk to the Board

**COUNTY OF WELD, STATE OF
COLORADO, by and through the BOARD
OF COUNTY COMMISSIONERS OF THE
COUNTY OF WELD**

By: _____
Deputy Clerk to the Board

By: _____
Scott K. James, Chair

EXHIBIT A



WELD COUNTY ATTORNEY'S OFFICE
1150 O STREET
P.O. BOX 758
GREELEY, CO 80632-0758
WEBSITE: www.co.weld.co.us
PHONE: (970) 336-7235
FAX: (970) 352-0242

July 2, 2026

ATTN: Benjamin Alamprese
U.S. Department of Housing and Urban Development
Office of Community Planning & Development
Region VIII
1670 Broadway, 24th Floor
Denver, CO 80202

Dear Mr. Alamprese:

In my professional opinion, the terms and provisions of the intergovernmental agreements between Weld County and our municipalities participating in the Community Development Block Grant program continue to be authorized by state and local law. Said agreements also provide full legal authority for the county. Please feel free to forward this opinion as necessary. Also please feel free to reach out to me if there are any questions.

Sincerely,

Byron J. Howell

Byron Howell, Colorado Atty. Reg. No. 24604
Assistant Weld County Attorney
bhowell@weld.gov



Agenda Item Summary

Agenda Date: 7/27/2026

Subject: Resolution No. 48-R-2026 - A Resolution of the Town of Mead, Colorado, Approving an Amendment to the Intergovernmental Agreement Between the Town of Mead and the St. Vrain Valley School District RE-1J for a Joint School Resource Officer Program for the 2026-2027 School Year

Presented by: Brent Newbanks, Police Chief

Summary:

Providing a School Resource Officer ("SRO") for a community's schools is common practice throughout the United States to create a safer school environment for students and staff. SRO Programs assist a community's young people with the prevention of delinquency, alcohol and substance abuse, and gang involvement.

The Town of Mead (the "Town") and the St. Vrain Valley School District RE-1J (the "School District") have jointly developed a school resource officer program (the "SRO Program") that provides a school-based approach to the development of a positive relationship between students and the police. This SRO Program and similar programs implemented in Colorado and across the country are widely recognized as being effective in the development of a positive relationship between the police, faculty, and young people.

The Town previously approved an intergovernmental agreement with the School District to jointly fund the SRO Program ("Agreement"), and that Agreement allows the parties to renew the Agreement for subsequent one-year terms if both parties appropriate funds for the Agreement in the given year. The Town and the School District wish to enter into an amendment to the Agreement to extend it for the 2026-2027 school year and to update the extra duty pay for the school year.

Resolution 48-R-2026: (1) approves an amendment to the Agreement to continue the SRO Program for the 2026-2027 school year (the "Amendment"); and (2) delegates authority to the Town Manager to execute the Amendment on behalf of the Town, when in final form.

Financial Considerations:

The School District's financial contribution to the Town is set forth in Exhibit A of the Agreement, which can be updated by amendment each school year. For the 2026-2027 school year, the School District will pay the Town the following to offset the costs of the SRO Program (as specifically set forth in Paragraph C. of Exhibit A ("Compensation by School Year")):

C. Compensation by School Year

1. 2026-27 School Year. For the 2026-27 school year, School District shall pay to the Governmental Unit the below listed costs as its portion of the 2026 salaries of the SROs for the schools identified in paragraph B above:

1 SRO at 50% of 9 months 2026 salary = \$33,645.45

• SRO Begano (ML242)**	Annual Salary =	\$89,721.20
1 SRO at 100% of 12 months' salary and benefits =		<u>\$150,888.06</u>
• SRO Hansen (ML242)**	Annual Salary =	\$107,939.10
	Benefits =	\$42,948.96
1 SRO at 100% of 12 months' salary and benefits =		\$124,410.24
• SRO Aguirre (ML254)**	Annual Salary =	\$95,430.53
	Benefits =	\$28,979.71
Total Payment for 2026-27 school year =		\$308,943.75

Staff Recommendation / Actions Required:

Staff recommends adopting the Resolution, approving the Amendment to extend the SRO Program for the 2026-27 school year.

A motion to approve the July 27, 2026 consent agenda will approve the Resolution. If this item is removed from the consent agenda for discussion, Town staff recommends the following motion.

Suggested Motion:

"I move to approve Resolution 48-R-2026, A Resolution of the Town of Mead, Colorado, Approving an Amendment to the Intergovernmental Agreement Between the Town of Mead and the St. Vrain Valley School District RE-1J for a Joint School Resource Officer Program for the 2026-2027 School Year."

Attachments:

1. Resolution No. 48-R-2026
2. 26-27 SVVSD Town of Mead Amendment - final draft_rev

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 48-R-2026**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING AN AMENDMENT
TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MEAD AND
THE ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J FOR A JOINT SCHOOL RESOURCE
OFFICER PROGRAM FOR THE 2026-2027 SCHOOL YEAR**

WHEREAS, the Town of Mead ("Town") and the St. Vrain Valley School District RE-1J ("School District") have jointly developed a school resource officer program to provide a school-based approach to the development of a positive relationship between students and the police and the prevention of delinquency, alcohol and substance abuse, and gang involvement among students; and

WHEREAS, the Town previously approved an Intergovernmental Agreement Between the Town and the School District to continue the Joint School Resource Officer Program for the 2025-2026 school year ("Agreement"); and

WHEREAS, the Agreement permits the Parties to renew the Agreement for additional one-year terms so long as each party has allocated sufficient funds for such renewal; and

WHEREAS, the Town and School District desire to renew the Agreement for the 2026-2027 school year through approval of an amendment to the Agreement in substantially the same form as attached to this Resolution ("2026-2027 Amendment"); and

WHEREAS, the Town Board of Trustees finds it is in the best interests of the public health, safety and welfare to approve the 2026-2027 Amendment and desires to delegate authority to the Town Manager to execute such amendment on behalf of the Town when in final form.

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

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

Section 2. The Board of Trustees hereby: (a) approves the 2026-2027 Amendment in substantially the same form attached hereto as **Exhibit 1**; (b) authorizes the Town Attorney, in cooperation with the Town Manager and the Chief of Police, to make non-material changes to the 2026-2027 Amendment that do not increase the Town's obligations; and (c) authorizes the Town Manager to execute the 2026-2027 Amendment, and any other such documents necessary to facilitate renewal of the Agreement, on behalf of the Town when in final form.

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

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 27TH DAY OF JULY 2026.

ATTEST:

TOWN OF MEAD

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

By: _____
Colleen G. Whitlow, Mayor

Exhibit 1

2026-27 First Amendment to Intergovernmental Agreement
(attached)

**2026-27 First Amendment to Intergovernmental Agreement
between the
Town of Mead
and
St. Vrain Valley School District RE-1J
for a
Joint School Resource Officer Program**

THIS FIRST AMENDMENT to the Intergovernmental Agreement Between the Town of Mead and St. Vrain Valley School District RE-1J for a Joint School Resource Officer Program (this “First Amendment”) is made by and between the **Town of Mead** (the “Governmental Unit”), and the **St. Vrain Valley School District RE-1J** (the “School District”).

RECITALS

WHEREAS, on or about October 23, 2025, the Governmental Unit and the School District entered into an Intergovernmental Agreement Between the Town of Mead and St. Vrain Valley School District RE-1J for a Joint School Resource Officer Program (the “Original Agreement”);

WHEREAS, the Original Agreement has a one-year term that expires on June 30, 2026;

WHEREAS, Section III of the Original Agreement says, “This Agreement may be renewed each year for one additional year upon written certification by each party that funds sufficient to pay the respective expenses of the Governmental Unit and the School District for any additional year have been authorized by the Governmental Unit and the School District respectively”;

WHEREAS, Section III of the Original Agreement also says, “The respective costs for the Governmental Unit and the School District for each school year will be detailed in a new Exhibit A for each additional school year;

WHEREAS, the parties desire to renew the Original Agreement for an additional year.

AGREEMENT

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE covenants and agreements appearing below, the parties agree as follows:

1. Each party hereby certifies to the other that funds sufficient to pay the respective expenses of the Governmental Unit and the School District for any additional year have been authorized by each Governmental Unit and the School District, respectively.
2. The first sentence of Section III of the Original Agreement is hereby amended as follows:

“The term of this Agreement shall be July 1, 2026, through June 30, 2027.”

3. Exhibit A of the Original Agreement is hereby replaced in its entirety with **Exhibit A** attached hereto and incorporated herein by this reference.
4. Each Party hereby reaffirms its commitments and obligations under the Original Agreement.

Executed this _____ day of _____, 2026.

GOVERNMENTAL UNIT:

TOWN OF MEAD

By: _____
Printed Name: Helen Migchelbrink
Title: Town Manager

SCHOOL DISTRICT:

ST. VRAIN VALLEY
SCHOOL DISTRICT RE-1J

By: _____
Printed Name: Jackie Kapushion, Ed.D.
Title: Superintendent of Schools

Extra Duty Pay. Salary costs for the first officer assigned to perform extra duty services for a function will be covered by the appropriate Governmental Unit law enforcement agency. The law enforcement agency will attempt to provide an officer for the extra duty in the event the SRO is unable to perform extra duty or unable to adjust working hours within the two-week work cycle. If no officer is available to cover the extra duty, the law enforcement agency is not obligated to provide a replacement officer. Pursuant to Section II.E of the Agreement, for school-related functions (i.e., sporting events, prom, graduation, etc.) extra duty must be approved by the principal or designee of the school requesting extra duty assignments. For extra duty assignments that extend the officer or SRO normal duties, there must be prior approval from the School District Superintendent or designee. For each additional officer or SRO assigned to the School District for extra duty coverage, the School District ~~will~~ shall remit to the Governmental Unit a sum equal to \$ **104 per hour.** Such assignment will be dependent upon officer or SRO availability. Said payment will cover the applicable rate of compensation to the officer plus the Governmental Unit's additional costs, including but not limited to overtime compensation, payroll taxes, and other benefits and costs.

CERTIFICATION OF AVAILABLE FUNDS

Executed this _____ day of _____, 20____

I hereby certify that the School District has budgeted sufficient funds to pay its respective costs for the School Resource Officer Program for the school year identified in paragraph C above (“Compensation by School Year”).

SCHOOL DISTRICT

Dr. Jackie Kapushion, Superintendent
St. Vrain Valley School District RE-1J

I hereby certify that the Governmental Unit has budgeted sufficient funds to pay its respective costs for the School Resource Officer Program for the school year identified in paragraph C above. Additionally, I hereby certify that the Governmental Unit will include proposed funding sufficient to pay its respective share of the costs for the School Resource Officer Program for that portion of the school year identified in paragraph C above which is included in the Governmental Unit’s fiscal year commencing on January 1, 2027.

Helen Migchelbrink, Town Manager
Town of Mead



Agenda Item Summary

Agenda Date: 7/27/2026

Subject: Resolution No. 49-R-2026 – A Resolution of the Town of Mead, Colorado, Awarding the Bid and Approving a Construction Agreement Between the Town of Mead and TLM Constructors, Inc. for the Weld County Road 34 Bridge Replacement Project (Project No. 2026-006)

Presented by: Erika Rasmussen, Town Engineer / Public Works Director

Summary:

The Town of Mead (the “Town”) posted an invitation for bid (IFB) in May 2026 and received fourteen (14) bids from qualified contractors for construction of the Weld County Road (WCR) 34 Bridge Replacement Project (Project No. 2026-006) (the “Project”). The bids received ranged from \$1.13 million to \$1.89 million. The low bid determination was defined in the bid documents as the base bid tabulation of unit prices based on the summary of approximate quantities and the established force account items.

Town Staff and the Town’s project management consultant (Dewberry Engineers Inc.) reviewed all bids and references and recommend that the Town award the Project to TLM Constructors, Inc., a Colorado corporation (the “Contractor”) as the lowest responsible bidder. Town Staff further recommends that the Town enter into a construction agreement with the Contractor for a total not-to-exceed amount of **one million twenty-four thousand six hundred five dollars (\$1,024,605.00)** (the “Construction Agreement”). A copy of Dewberry Engineer Inc.’s bid award recommendation memo dated July 14, 2026, is attached to this *Agenda Item Summary*.

Resolution No. 49-R-2026 (the “Resolution”): (1) awards the Project to the Contractor; (b) authorizes the Town Attorney to make such changes to the Construction Agreement as may be appropriate and that do not substantially increase the obligations of the Town; (c) authorizes the Town Engineer/Public Works Director, or designee, to execute the Notice of Award for the Project and deliver a copy of said Notice of Award to the Contractor; (d) authorizes the Mayor to execute the Construction Agreement on behalf of the Town once in final form; and (e) authorizes the Town Engineer/Public Works Director, or designee, to execute the Notice to Proceed for the Project.

Financial Considerations:

The approved 2026 budget identified \$1.9 million for the WCR 34 Bridge Replacement Project in the budget line-item number 14-44-8533 *Capital Outlay – Transportation Impact Fund*. The Town was awarded 2024-2026 Federal Off-System Bridge Funds for bridge rehabilitation or replacement covering 80% of costs for both design and construction. The Agreement with the Contractor establishes a total not-to-exceed amount of one million twenty-four thousand six hundred five dollars (\$1,024,605.00) for the construction of the Project.

Staff Recommendation / Actions Required:

A motion to approve the July 27, 2026, consent agenda will approve the Resolution, approving the Construction Agreement. If this item is pulled off the consent for further discussion or questions, Staff recommends the following motion:

Suggested Motion:

"I move to approve Resolution No. 49-R-2026, A Resolution of the Town of Mead, Colorado, Awarding the Bid and Approving a Construction Agreement Between the Town of Mead and TLM Constructors, Inc. for the Weld County Road 34 Bridge Replacement Project (Project No. 2026-006)."

Attachments:

1. Mead CR34 Bridge Replacement - Bid Award TLM
2. Resolution No. 49-R-2026
3. Exhibit 1 - TLM Constructors CR34 Bridge Replacement



Dewberry Engineers Inc. | 303.825.1802
990 South Broadway, Suite 400 | 303.825.2322 fax
Denver, CO 80209 | www.dewberry.com

July 14, 2026

Town of Mead
Erika Rasmussen, P.E.
Town Engineer/Public Works Director
441 3rd Street
Mead, CO 80542

*IFB 2026-006 Weld County Road 34 Bridge Replacement
Bid Award Recommendation*

Dear Ms. Rasmussen:

On May 11th, 2026, at 2:00p.m. the Town of Mead opened public bids for the CR34 Bridge Replacement Project. Fourteen total bids were received with the responsive low bid amount of \$1,024,605.00 by TLM Constructors, Inc. (TLM). The low bid determination was defined in the bid documents as the base bid tabulation of unit prices based on the summary of approximate quantities and the established force account items.

Dewberry reviewed and tabulated the bids and obtained additional documentation required for CDOT's concurrence to award process. Fourteen total bids were received the apparent low bidder is TLM Constructors, Inc. The top 3 low bidders were within 15% of each other and were all below the engineer's estimate and total funding awarded. Dewberry also checked references provided by TLM for projects completed within the last 3 years.

CR20 Over Coral Ridge Ditch – Reference: Thomas Pike, JUB. TLM Constructors, Inc. (TLM) received highly positive feedback for their work removing an existing structure and replacing it with a precast box culvert, which included utility coordination, waterline location, and coordination with a ditch company. Mr. Pike confirmed that the project was completed early and remained within budget, experiencing no contractor-caused delays or overruns. TLM demonstrated stellar communication from all staff that was clear and consistent, showing high responsiveness by actively projecting potential issues and working to tackle problems early. When external delays arose from the precast company and utility relocations, TLM successfully adjusted phasing and provided new timelines to keep the project on track. The CR20 project was a CDOT local agency project. The reference concluded with a strong recommendation, noting that TLM truly cares about workmanship and project passion, adding that they loved working with them and would always recommend them for future projects

Other references were contacted but did not return calls or provide responses. Dewberry will submit the request to CDOT for their concurrence to award. Based on CDOT's concurrence, the engineer's estimate, total budget, and review of the bids and references we recommend the CR34 Bridge Replacement Project to be awarded to TLM Constructors, Inc.

Please contact me for any additional information or questions regarding this recommendation to award. I can be reached by phone and email; 970.702.1968, jshcaller@dewberry.com.

Sincerely,

Justin Schaller

PM/CM Department Manager

Description	Unit	Contract Quantity	Dietzler Construction Corp.		Dunrite Excavation		Duran Excavating, Inc.		Engineering Paving		Fiore & Sons, Inc.		FNF Construction, Inc.		Gerrard Excavating, Inc.		HCG Construction		HEI Civil		Myers and Sons Construction, Inc.		Sema Construction, Inc.		Standard Concrete Inc.		TLM Constructors, Inc.		Zac Dirt, Inc.		
			Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	
Clearing And Grubbing	LS	1	7,200.00		\$ 7,200.00	12,263.04	\$ 12,263.04	11,495.0	\$ 11,495.00	12,300.00	\$ 12,300.00	2,622.20	\$ 2,622.20	20,000.00	\$ 20,000.00	8,220.00	\$ 8,220.00	5,000	\$ 5,000.00	26,583.29	\$ 26,583.29	35,000.00	\$ 35,000.00	100,000.00	\$ 100,000.00	\$ 40,000.00	\$ 40,000.00	10,450.00	\$ 10,450.00	7,500.00	\$ 7,500.00
Removal of Tree Stump	EA	2	2,400.00		\$ 4,800.00	458.64	\$ 917.28	567.0	\$ 1,134.00	870.00	\$ 1,740.00	409.10	\$ 818.20	260.00	\$ 520.00	2,006.00	\$ 4,012.00	1,000	\$ 2,000.00	1,202.00	\$ 2,404.00	1,500.00	\$ 3,000.00	960.00	\$ 1,920.00	\$ 2,000.00	\$ 4,000.00	1,000.00	\$ 2,000.00	400.00	\$ 800.00
Removal of Ditch Lining	LF	55	36.00		\$ 1,980.00	47.10	\$ 2,590.50	25.0	\$ 1,375.00	128.67	\$ 7,076.85	72.54	\$ 3,989.70	138.00	\$ 7,590.00	203.00	\$ 11,165.00	100	\$ 5,500.00	148.00	\$ 8,140.00	285.00	\$ 15,675.00	100.00	\$ 5,500.00	\$ 90.00	\$ 4,950.00	35.00	\$ 1,925.00	80.00	\$ 4,400.00
Removal of Pipe	LF	23	1,826.00		\$ 41,998.00	22.65	\$ 520.95	45.0	\$ 1,035.00	82.68	\$ 1,901.64	19.97	\$ 459.31	24.00	\$ 552.00	119.00	\$ 2,737.00	20	\$ 460.00	40.00	\$ 920.00	140.00	\$ 3,220.00	59.00	\$ 1,357.00	\$ 150.00	\$ 3,450.00	310.00	\$ 7,130.00	17.00	\$ 391.00
Removal of Asphalt Mat	SY	625	15.00		\$ 9,375.00	9.37	\$ 5,856.25	10.0	\$ 6,250.00	11.00	\$ 6,875.00	5.62	\$ 3,512.50	12.00	\$ 7,500.00	9.00	\$ 5,625.00	20	\$ 12,500.00	11.80	\$ 7,375.00	35.00	\$ 21,875.00	11.00	\$ 6,875.00	\$ 15.00	\$ 9,375.00	14.00	\$ 8,750.00	8.00	\$ 5,000.00
Removal of Asphalt Mat (Planing)	SY	295	19.00		\$ 5,605.00	29.51	\$ 8,705.45	8.2	\$ 2,404.25	11.00	\$ 3,245.00	21.45	\$ 6,327.75	20.00	\$ 5,900.00	28.00	\$ 8,260.00	20	\$ 5,900.00	8.15	\$ 2,404.25	20.00	\$ 5,900.00	15.00	\$ 4,425.00	\$ 21.32	\$ 6,289.40	12.00	\$ 3,540.00	30.00	\$ 8,850.00
Removal of Bridge	EA	1	32,400.00		\$ 32,400.00	33,988.86	\$ 33,988.86	16,114.00	\$ 16,114.00	65,000.00	\$ 65,000.00	10,018.59	\$ 10,018.59	34,000.00	\$ 34,000.00	64,564.00	\$ 64,564.00	35,000	\$ 35,000.00	61,530.00	\$ 61,530.00	60,000.00	\$ 60,000.00	125,000.00	\$ 125,000.00	\$ 57,218.62	\$ 57,218.62	16,500.00	\$ 16,500.00	25,000.00	\$ 25,000.00
Removal of Concrete Footing	EA	2	12,000.00		\$ 24,000.00	1,710.48	\$ 3,420.96	524.0	\$ 1,048.00	8,000.00	\$ 16,000.00	374.61	\$ 749.22	840.00	\$ 1,680.00	3,706.00	\$ 7,412.00	500	\$ 1,000.00	2,885.00	\$ 5,770.00	5,500.00	\$ 11,000.00	810.00	\$ 1,620.00	\$ 2,600.00	\$ 5,200.00	2,750.00	\$ 5,500.00	520.00	\$ 1,040.00
Removal of Guardrail Type 3	LF	121	24.00		\$ 2,904.00	15.40	\$ 1,863.40	7.0	\$ 847.00	10.50	\$ 1,270.50	7.51	\$ 908.71	8.00	\$ 968.00	101.00	\$ 12,221.00	20	\$ 2,420.00	7.45	\$ 901.45	6.00	\$ 726.00	21.00	\$ 2,541.00	\$ 20.00	\$ 2,420.00	6.50	\$ 786.50	7.00	\$ 847.00
Unclassified Excavation (CIP)	CY	83	18.00		\$ 1,494.00	25.55	\$ 2,120.65	91.0	\$ 7,553.00	75.00	\$ 6,225.00	8.04	\$ 667.32	81.00	\$ 6,723.00	34.00	\$ 2,822.00	50	\$ 4,150.00	40.75	\$ 3,382.25	400.00	\$ 33,200.00	20.00	\$ 1,660.00	\$ 150.00	\$ 12,450.00	32.00	\$ 2,656.00	70.00	\$ 5,810.00
Unclassified Excavation (CIP) (Bid Alt 1)	CY	320	30.00		\$ 9,600.00	26.33	\$ 8,425.60	40.0	\$ 12,800.00	75.00	\$ 24,000.00	94.75	\$ 30,320.00	45.00	\$ 14,400.00	34.00	\$ 10,880.00	50	\$ 16,000.00	75.75	\$ 24,240.00	185.00	\$ 59,200.00	25.00	\$ 8,000.00	\$ 100.00	\$ 32,000.00	32.00	\$ 10,240.00	32.00	\$ 10,240.00
Structure Excavation	CY	244	30.00		\$ 7,320.00	15.98	\$ 3,899.12	72.0	\$ 17,568.00	85.61	\$ 20,888.84	14.33	\$ 3,496.52	23.00	\$ 5,612.00	307.00	\$ 74,908.00	50	\$ 12,200.00	57.70	\$ 1,076.80	140.00	\$ 3,160.00	29.00	\$ 7,076.00	\$ 160.00	\$ 39,040.00	32.00	\$ 7,808.00	40.00	\$ 9,760.00
Structure Backfill (Class 1)	CY	244	36.00		\$ 8,784.00	92.06	\$ 22,462.64	138.0	\$ 33,672.00	177.00	\$ 43,188.00	110.61	\$ 26,988.84	144.00	\$ 35,136.00	227.00	\$ 55,388.00	80	\$ 19,520.00	72.85	\$ 17,775.40	220.00	\$ 53,680.00	77.00	\$ 18,788.00	\$ 125.00	\$ 30,500.00	76.00	\$ 18,544.00	130.00	\$ 31,720.00
Topsoil (Onsite)	CY	1,750	12.00		\$ 21,000.00	12.36	\$ 21,630.00	8.0	\$ 14,000.00	48.00	\$ 84,000.00	11.38	\$ 19,915.00	17.00	\$ 29,750.00	7.00	\$ 12,250.00	12	\$ 21,000.00	11.75	\$ 20,562.50	45.00	\$ 78,750.00	4.00	\$ 7,000.00	\$ 6.00	\$ 10,500.00	18.50	\$ 32,375.00	20.75	\$ 36,312.50
Silt Fence	LF	627	2.00		\$ 1,254.00	4.41	\$ 2,765.07	2.0	\$ 1,254.00	6.50	\$ 4,075.50	2.17	\$ 1,360.59	2.50	\$ 1,567.50	5.00	\$ 3,135.00	4	\$ 2,508.00	1.95	\$ 1,222.65	1.75	\$ 1,097.25	1.90	\$ 1,191.30	\$ 7.00	\$ 4,389.00	1.50	\$ 940.50	3.00	\$ 1,881.00
Aggregate Bags	LF	200	10.00		\$ 2,000.00	16.12	\$ 3,224.00	9.0	\$ 1,800.00	28.00	\$ 5,600.00	14.36	\$ 2,872.00	11.00	\$ 2,200.00	23.00	\$ 4,600.00	20	\$ 4,000.00	9.85	\$ 1,970.00	8.00	\$ 1,600.00	8.50	\$ 1,700.00	\$ 6.00	\$ 1,200.00	11.00	\$ 2,200.00	12.00	\$ 2,400.00
Concrete Washout Structure	EA	1	1,200.00		\$ 1,200.00	1,900.15	\$ 1,900.15	2,122.0	\$ 2,122.00	7,500.00	\$ 7,500.00	548.43	\$ 548.43	1,200.00	\$ 1,200.00	6,239.00	\$ 6,239.00	4,000	\$ 4,000.00	4,598.00	\$ 4,598.00	6,000.00	\$ 6,000.00	1,400.00	\$ 1,400.00	\$ 1,600.00	\$ 1,600.00	3,675.00	\$ 3,675.00	4,200.00	\$ 4,200.00
Vehicle Tracking Pad	EA	1	6,000.00		\$ 6,000.00	5,288.95	\$ 5,288.95	11,576.0	\$ 11,576.00	6,263.81	\$ 6,263.81	12,112.49	\$ 12,112.49	1,000.00	\$ 1,000.00	3,445.00	\$ 3,445.00	5,000	\$ 5,000.00	5,294.00	\$ 5,294.00	6,500.00	\$ 6,500.00	460.00	\$ 460.00	\$ 2,310.00	\$ 2,310.00	2,725.00	\$ 2,725.00	5,400.00	\$ 5,400.00
Sweeping (Sediment Removal)	HOURL	8	180.00		\$ 1,440.00	192.50	\$ 1,540.00	182.0	\$ 1,456.00	235.00	\$ 1,880.00	198.28	\$ 1,586.24	94.00	\$ 752.00	178.00	\$ 1,424.00	200	\$ 1,600.00	435.75	\$ 3,486.00	185.00	\$ 1,480.00	220.00	\$ 1,760.00	\$ 72.87	\$ 582.96	108.00	\$ 864.00	125.00	\$ 1,000.00
Erosion Control Management	DAY	120	180.00		\$ 21,600.00	165.00	\$ 19,800.00	48.00	\$ 52,800.00	279.33	\$ 33,519.60	294.59	\$ 35,330.80	76.00	\$ 9,120.00	90.00	\$ 10,800.00	80	\$ 9,600.00	375.50	\$ 45,060.00	120.00	\$ 14,400.00	250.00	\$ 30,000.00	\$ 90.00	\$ 10,800.00	215.00	\$ 25,800.00	80.00	\$ 9,600.00
Reset Mailbox	EA	2	1,800.00		\$ 3,600.00	310.28	\$ 620.56	495.0	\$ 990.00	600.00	\$ 1,200.00	401.64	\$ 803.28	930.00	\$ 1,860.00	733.00	\$ 1,466.00	500	\$ 1,000.00	1,710.00	\$ 3,420.00	3,000.00	\$ 6,000.00	580.00	\$ 1,160.00	\$ 1,500.00	\$ 3,000.00	450.00	\$ 900.00	1,100.00	\$ 2,200.00
Seeding (Native) Drill	Acre	0.1	6,000.00		\$ 600.00	17,050.00	\$ 1,705.00	13,563.0	\$ 1,356.30	20,180.00	\$ 2,018.00	17,703.27	\$ 1,770.33	9,386.00	\$ 938.60	55,605.00	\$ 5,560.50	10,000	\$ 1,000.00	746.50	\$ 746.50	9,000.00	\$ 9,000.00	9,633.40	\$ 963.34	\$ 20,000					

**SECTION 00501
TOWN OF MEAD, COLORADO
CONSTRUCTION AGREEMENT**

Project Number IFB 2026-003, Weld County Road 34 Bridge Replacement ("Project")

This CONSTRUCTION AGREEMENT ("Agreement") is made and entered into by and between the TOWN OF MEAD, COLORADO, a municipal corporation of the State of Colorado, with offices at 441 Third Street, Mead, Colorado 80542 (the "**Town**" or "**Owner**"), and TLM Constructors, Inc whose address is 3400 West 16th Street, Suite 0 Greeley, CO 80633 (the "**Contractor**").

RECITALS

WHEREAS, the Town desires to obtain all necessary components to complete the scope of work for the Project; and

WHEREAS, the Town received bids or proposals for the Project, including one from the Contractor ("Bid Proposal"); and

WHEREAS, the Town has reviewed the Bid Proposal from the Contractor for the completion of the Project, and the Town finds said Bid Proposal acceptable; and

WHEREAS, the Town desires to contract with the Contractor subject to the terms of this Agreement and all other Contract Documents.

NOW, THEREFORE, for the consideration herein expressed, it is agreed as follows by and between the Town and the Contractor that the Contractor shall perform the following:

THE PARTIES AGREE AS FOLLOWS:

1.00 SCOPE OF WORK: The Contractor will furnish all tools, equipment, machinery, materials, supplies, superintendence, insurance, transportation, other construction accessories, and services specified or required to be incorporated in and form a permanent part of the construction and completion of the work proposed to be done under this Agreement ("Work" or "Scope of Work"). In addition, the Contractor shall provide and perform all necessary labor in a first-class and workmanlike manner and in accordance with the conditions and prices stated in the Bid Proposal and the requirements, stipulations, provisions, and conditions of the Contract Documents. The Contractor shall further perform, execute, construct, and complete all things mentioned to be done by the Contractor and all work covered by the Owner's official award of this contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's bid, or part thereof.

2.00 THE CONTRACT DOCUMENTS: This Agreement incorporates all the Contract Documents, which together represent the entire and integrated agreement between the parties hereto and supersede prior negotiations, written or oral representations, and agreements. The Contract Documents consist of this Construction Agreement, which Agreement also incorporates by this reference all of the instruments set forth in the Contract Documents as fully as if they were set forth in this Agreement in full. The Contract Documents consist of, without limitation, the following documents:

1. Invitation for Bid or Request for Proposals and Instructions to Bidders
2. Contractor's Bid Form (with Unit Pricing as indicated), which is **Exhibit A** to this Agreement
3. This Construction Agreement and any addendums, exhibits or attachments to this Agreement

4. Performance and Payment Bond
5. Bid Proposal
6. Notice of Award
7. Notice to Proceed
8. Bid Bond (Minimum 10% equivalent of the Bid Proposal price or as otherwise set forth in the Bid Bond form provided as part of the Bid Pack)
9. General Conditions
10. The following documents if the box is checked:
 - ☒ Special Provisions
 - ☒ Design Documents, including all Drawings and Plans
 - ☒ Project Specifications
 - ☒ Addendum #1 – (Issued 5/01/2026)
 - ☒ Addendum #2 – (Issued 5/02/2026)
 - ☒ The following manual of construction design standards and specifications:
 - Town of Mead “Design Standards and Construction Specifications”
 - Colorado Department of Transportation “Standard Specifications for Road and Bridge Construction”
 - ☒ Change Orders, Field Orders or other similar revisions properly authorized after the execution of this Agreement
 - ☒ Others:
 - Geotechnical Report for Foundation and Pavement Design, WCR 34 Replacement, Town of Mead, Weld County Colorado, Geocal Geosciences & Engineer, December 20, 2023.
 - CR 34 Bridge Replacement Hydraulic Analysis RESPEC, August 1, 2024.

3.00 TIME AND COMMENCEMENT OF COMPLETION: This Agreement shall commence as of the date the Agreement is fully executed by both parties and shall continue through December 31, 2027, or until the Scope of Work is completed. The Contractor shall commence the Work within the timeframe or by the date stated in the Notice to Proceed or, if no Notice to Proceed is issued, within 30 days of the date of this Agreement. Contractor shall complete the Work within the time stated in the Notice to Proceed or, if no Notice to Proceed is issued, within 120 calendar days of the date of this Agreement.

4.00 LIQUIDATED DAMAGES: All time limits stated in this Agreement and the Contract Documents are of the essence of the Agreement. The Town and Contractor recognize the completion of the work as shown in the contractual time frame, or as extended, is important to the ongoing operations of the Town and its citizens. They also recognize that delays include expenses to the Town for extended manpower commitments, outside consultant commitments, and potentially other legal fees to extend the project beyond the expected time period.

☒ If this box is checked, in lieu of requiring any such proof and backup for such expenses, Contractor agrees that liquidated damages (not penalties) may be assessed by the Owner in the sum of **\$2,300.00 per day** for each day after the contract time frame expires.

☐ If this box is checked, in addition to or in lieu of the daily damages (if checked above), Contractor agrees that lump sum liquidated damages (not penalties) may be assessed by the Town in a *lump sum payment of*

\$_____.00 if the work is not completed by _____, 20__.

5.00 CONTRACT SUM AND PAYMENT: The Owner shall pay to the Contractor for performance of the Work encompassed by this Agreement, and the Contractor will accept as full compensation therefore the sum of One Million Twenty-Four Thousand Six Hundred and Five *DOLLARS* (\$1,024,605.00) subject to adjustment as provided by the Contract Documents ("Contract Price"). The Town has appropriated sufficient funds for completion of this Work.

- a. Monthly, partial, progress payments shall be made by the Town to the Contractor for the percentage of the Work completed, subject to inspection by Town staff to verify percentage of completion. The Town alone shall determine when work has been completed, and progress payments shall not constitute a waiver of the right of the Town to require the fulfillment of all terms of this Agreement and the delivery of all improvements embraced in this Agreement in a complete and satisfactory manner to the Town in all details. The Town, before making any payment, may require the Contractor to furnish releases or receipts from any or all persons performing work under this Agreement and/or supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect the Town's interest. The Town, however, may in its discretion make payment in part or full to the Contractor without requiring the furnishing of such releases or receipts.
- b. By the 1st day of each month, Contractor shall submit to the Town for review and approval, an application for payment fully completed and signed by Contractor covering the work completed through the last day of the prior month and accompanied by such supporting documentation as is required by these Contract Documents, including without limitation, time sheets, invoices, receipts, bills of lading, and all other documents the Town may require. Materials on hand but not complete in place may or may not be included for payment at the discretion of the Town. Each subsequent application for payment shall include an affidavit of Contractor providing that all previous progress payments received on account of the work have been applied to discharge in full all of Contractor's obligations reflected in prior applications for payment. Notwithstanding the progress payments, it is the intent and purpose of the Town to withhold at least five percent (5%) of payments to Contractor for any contract exceeding One Hundred Fifty Thousand Dollars (\$150,000.00) in accordance with Article 91, Title 24, C.R.S.
- c. Extension Agreement pricing: The Contractor may propose price increases to be applicable for any Extension Agreement term by written notice to the Town. Price increases are to be on a pass-through basis only and must not produce a higher profit margin for Contractor than that established by this Agreement. Requests must include supporting documentation such as price increases at the manufacturer's level and/or other documentation of cost increases. Consideration of price increases will be at the sole discretion of the Town. If a price increase is approved in part or in full, the resulting new pricing will be implemented through approval of an Extension Agreement. The Town may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the Contractor's written justification in the amount not to exceed the increase in the Colorado Construction Cost (CCI) Index, Colorado area, published by the Colorado Department of Transportation during the proceeding one year term. Nothing in this Agreement shall obligate the Town to approve any Extension Agreement. Exercise of any renewal option shall be at the Town's sole discretion, consistent with Section 3.00 above.

6.00 ACCEPTANCE AND FINAL PAYMENT: Final payment may be requested by the Contractor upon completion and acceptance, by the Town, of all work as set forth in the Contract Documents. The total amount of final

payment shall consist of the Contract Price, as adjusted in accordance with approved change orders, if applicable, less all previous payments to the Contractor. If the contract price exceeds one hundred fifty thousand dollars (\$150,000), the Town may make the final payment to the Contractor only after the Town has published notice of such final payment in accordance with C.R.S. § 24-91-103.

7.00 ADDITIONAL WORK: Should work beyond that described in the Contract Documents be required, it will be paid for as extra work at a cost to be agreed upon in separate written agreement by the Town and the Contractor prior to commencement of the additional work. Such additional agreements shall be executed and approved by all persons required by Town purchasing ordinances or policies. Unless specifically excluded, such written agreements shall be considered part of the Contract Documents.

8.00 CONTRACTOR'S REPRESENTATIONS: In order to induce the Town to enter into this Agreement, the Contractor makes the following representations:

- a. The Contractor has familiarized itself with the nature and the extent of the Contract Documents, Scope of Work, the locality, all physical characteristics of the area of the work within the Scope of Work, including without limitation, improvements, soil conditions, drainage, topography, and all other features of the terrain, and with the local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the work, or apply in any manner whatsoever to the work.
- b. Contractor has carefully considered all physical conditions at the site and existing facilities affecting cost, progress, or performance of the work.
- c. Contractor has given the Town written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and such documents are acceptable to the Contractor.
- d. Contractor shall not extend the credit or faith of the Owner to any other persons or organizations.

9.00 INSURANCE: Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all obligations assumed by the Contractor pursuant to this Agreement. Contractor shall not commence work under this Agreement until it has obtained all said insurance required by the Contract Documents and such insurance has been approved by the Town. The Contractor shall not allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been obtained and approved. For the duration of this Agreement, the Contractor must continuously maintain the insurance coverage required in this section, with the minimum insurance coverage listed below:

- a. Worker's Compensation in accordance with the Worker's Compensation Act of the State of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract.
- b. Comprehensive General liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000) per each occurrence, AND TWO MILLION DOLLARS (\$2,000,000) aggregate, plus an additional amount sufficient to pay related attorneys' fees and defense costs. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket

contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

- c. Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) per each occurrence, plus an additional amount sufficient to pay related attorneys' fees and defense costs, with respect to each of the Contractor's owned, hired or non owned vehicles assigned to or used in performance of this contract.
- d. Builder's Risk insurance with minimum limits of not less than the insurable value of the work to be performed under this contract at completion less the value of the materials and equipment insured under installation floater insurance. The policy shall be written in completed value form and shall protect the Contractor and the Town against risks of damage to buildings, structures, and materials and equipment not otherwise covered under Installation Floater insurance, from the perils of fire and lightning, the perils included in the standard coverage endorsement, and the perils of vandalism and malicious mischief. Equipment such as pumps, engine-generators, compressors, motors, switch-gear, transformers, panel-boards, control equipment, and other similar equipment shall be insured under Installation Floater insurance when the aggregate value of the equipment exceeds \$10,000. The policy shall provide for losses to be payable to the Contractor and the Town as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the Contractor or the Town.
- e. ☐ If this box is checked, Professional Liability/Errors and Omission in an amount not less than _____ MILLION DOLLARS (\$ __,000,000).

Certificates of insurance shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. The policies required above shall be endorsed to include the Town and the Town's officers and employees as additional insureds. Every policy required above shall be primary insurance and any insurance carried by the Town, its officers, or its employees, or carried by or provided through any self-insurance pool of the Town, shall be excess and not contributory insurance to that provided by the Contractor. Contractor shall be solely responsible for paying any and all deductibles.

Each certificate of insurance shall identify this Agreement or the project set forth in the Scope of Work and shall provide that the coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate of insurance addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

10.00 BONDS: Contractor shall furnish a performance bond, payment bond, and warranty bond in an amount determined by the Town, but in any event at least equal to the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents, including but not limited to the guaranty period. These bonds shall remain in effect at least until one year after the date of final payment. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State of Colorado and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570, amended, by the Audit Staff,

Bureau of Account, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in Colorado is terminated, or it ceases to meet the requirements of clauses (i) and (ii) of this section, Contractor shall, within five (5) days thereafter, substitute another bond and surety, both of which shall be acceptable to the Town.

11.00 NO WAIVER OF GOVERNMENTAL IMMUNITY: The parties hereto understand and agree that the parties are relying on, and do not waive or intend to waive by any provision of this Agreement or the remainder of the Contract Documents, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the parties, their officers, agents or their employees.

12.00 INDEMNIFICATION: The Contractor agrees, to the fullest extent permitted by law, to indemnify, defend and hold the Town, its agencies, employees, officials and agents ("Indemnitees") harmless from any and all claims, settlements, judgments, damages and costs, including reasonable attorney fees, of every kind and nature made, to include all costs associated with the investigation and defense of any claim, rendered or incurred by or on behalf of the Indemnitees, that may arise, occur, or grow out of any errors, omissions, or negligent acts, done by the Contractor, its employees, subcontractors or any independent consultants working under the direction of either the Contractor or any subcontractor in the performance of this Contract; provided, however, that Contractor's obligations and liability hereunder shall not exceed the amount represented by the degree or percentage of negligence or fault attributable to the Contractor or any officer, employee, representative, agent, subcontractor, or other person acting under Contractor's direction or control, as determined pursuant to C.R.S. § 13-50.5-102(8)(c).

13.00 TERMINATION FOR CONVENIENCE: This Agreement and the performance of the Scope of Work hereunder may be terminated at any time in whole, or from time to time in part, by the Town for its convenience. Any such termination shall be effected by delivery to the Contractor of a written notice ("**Notice of Termination**") specifying the extent to which performance of the Scope of Work is terminated and the date upon which termination becomes effective. If the Agreement is terminated, the Contractor shall be paid on a pro-rated basis of work status satisfactorily completed, under the detailed Scope of Work. The portion of the Scope of Work satisfactorily completed but not yet accepted by the Town shall be determined by the Town.

14.00 EVENTS OF AND TERMINATION FOR DEFAULT:

- (1) The Town may serve written notice upon the Contractor of its intention to terminate this Agreement in the presence of one of the following events of default:
 - a. Contractor fails to initiate the Scope of Work at the agreed upon time;
 - b. The Contractor unnecessarily or unreasonably delays the performance of the Scope of Work;
 - c. The Contractor does not complete the Scope of Work within the time specified or within the time to which completion of the Scope of Work has been extended;
 - d. Contractor fails to make prompt payments for labor, materials or to subcontractors;
 - e. Contractor willfully violates this Agreement or disregards laws, ordinances or instructions of the Town;

- f. Contractor abandons performance of the Scope of Work;
 - g. The Contractor assigns, transfers or sublets this Agreement or any part thereof without Town approval;
 - h. Contractor becomes insolvent or adjudged bankrupt; or
 - i. Contractor refuses to remove materials or perform any work within the Scope of Work that has been rejected as defective or unsuitable.
- (2) Such written notice shall contain the reasons for the intention to terminate this Agreement and provide a five (5) business day period during which the Contractor may cure the event of default. A failure to timely cure the event of default shall authorize the Town to immediately terminate this Agreement and take whatever steps it deems necessary to complete the Scope of Work, if so desired by the Town in its sole discretion. The costs and charges incurred by the Town, together with the costs of completion of the Scope of Work shall be deducted from any monies owed to Contractor. If the expense incurred by the Town is greater than the sums payable under this Agreement, the Contractor shall pay the Town, within sixty (60) days of demand therefor the amount of such excess cost suffered by the Town.

15.00 LIABILITY FOR EMPLOYMENT-RELATED RIGHTS AND COMPENSATION: The Contractor will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Contractor's employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. Accordingly, the Town shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits or any other amenities of employment to any of the Contractor's employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

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

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

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

the Town reasonably incurs defending itself against any such liability.

16.00 GOVERNING LAW AND VENUE: 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. This transaction shall be governed by the laws of the State of Colorado.

17.00 ASSIGNMENT: The Contractor shall not assign any of his rights or obligations under this Agreement without the prior written consent of the Town. Upon any assignment, even though consented to by the Owner, the Contractor shall remain liable for the performance of the work under this agreement.

18.00 LAWFUL PERFORMANCE: It is further agreed that no party to this Agreement will perform contrary to any state, federal, or county law, or any of the ordinances of the Town of Mead, Colorado.

19.00 INVALID SECTIONS: Should any section of this Agreement be found to be invalid, it is agreed that all other sections shall remain in full force and effect as though severable from the invalid part.

20.00 NOTICE: 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 delivery of same in person to the addressee or by courier delivery via Federal Express or other nationally recognized overnight air courier service, by electronically-confirmed facsimile or email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

The Town:	Town of Mead Attn: Town Manager 441 Third Street Mead, CO 80542 Email: hmigchelbrink@townofmead.org
With a copy to:	Michow Guckenberger McAskin LLP Attn: Mead Town Attorney 5299 DTC Boulevard, Suite 300 Greenwood Village, CO 80111 Email: mmcaskin@mgmfirm.com
Contractor:	TLM Constructors, Inc. Attn: Jaedon Mills 3400 W. 16 th St., Suite 0 Greeley, CO 80633

With a copy to:

21.00 SURVIVAL: The parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

22.00 ATTORNEY'S 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.

23.00 INTEGRATION AND AMENDMENT: This Agreement constitutes the entire agreement between the parties, superseding all prior oral or written communications. This Agreement may only be modified or amended upon written agreement signed by the parties.

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

25.00 BINDING EFFECT: The parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this section shall not authorize assignment.

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

27.00 CONFLICT BETWEEN DOCUMENTS: In the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement, the terms in this Agreement shall supersede the terms in such exhibit. In the event of a conflict between any of the Contract Documents, the following order of precedence shall apply: (1) change orders, (2) this Agreement, as may be amended, (3) special provisions, (4) general conditions, (5) design standards and specifications, including any addenda, (6) design documents, and (7) any other Contract Documents, with the more specific or stricter provision controlling.

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

29.00 PROTECTION OF PERSONAL IDENTIFYING INFORMATION: In the event the Work includes or requires the Town to disclose to Contractor any personal identifying information as defined in C.R.S. § 24-73-101, Contractor shall comply with the applicable requirements of C.R.S. §§ 24-73-101, et seq., relating to third-party service providers.

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

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

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have caused this Construction Agreement to be executed on the dates written below.

TOWN OF MEAD:

☐ Board of Trustees (*for contracts exceeding \$50,000 pursuant to Sec. 4-2-20 of the Mead Municipal Code*)

ATTEST:

By: _____
Mary Strutt, Town Clerk, MMC

By: _____
Colleen G. Whitlow, Mayor

OR

☐ Town Manager (*for contracts \$50,000 or less pursuant to Sec. 4-2-20 of the Mead Municipal Code*)

By: _____
Helen Migchelbrink, Town Manager

Date of Execution:

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____) ss.

Date of Execution: _____

The foregoing Construction Agreement was acknowledged before me this ____ day of _____, 20____, by _____ as _____ of _____, a _____.

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]

EXHIBIT A

FHWA 1273

[See attached document]

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT B
CONTRACTOR'S FORM OF BID

[See attached document]

**SECTION 00410
BID BOND**

Project: Town of Mead - Weld County Road 34 Bridge Replacement
2026-006

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, TLM Constructors, Inc. hereinafter called the "Principal", is submitting a proposal hereinafter the "Proposal" for the above-described project, to the Town of Mead, Colorado a municipal corporation hereinafter called "Obligee".

WHEREAS, the Advertisement for Bids has required as a condition of receiving the Proposals that the Principal submit with the Proposal GUARANTY in an amount not less than ten per cent (10%) of the Proposal, which sum it is specifically agreed is to be forfeited as Liquidated Damages in the event that the Principal defaults in his obligation as hereinafter specified, and, in response to such Requirement, this Bid Bond is made, executed and delivered.

NOW THEREFORE, the Principal and [insert name of Surety] RLI Insurance Company a corporation of the State of Illinois, duly authorized to transact business in Colorado, as Surety, are held firmly bound unto the Obligee, in the sum of ten per cent (10%) of the Principal's total bid price, lawful money of the United States for the payment of which sum, will and truly to be made to the Obligee, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

FURTHER THAT, a condition of the obligation that the Principal shall maintain his Proposal in full force and effect for sixty (60) days after the opening of the proposals for the project, or, if the Principal's Proposal is accepted, the Principal shall, within the prescribed time, execute the required Agreement, furnish the required Performance Bond, Labor and Material Payment Bond, Insurance Policy, and Certificates of Insurance for the initial term of the Agreement, then this obligation shall be null and void, otherwise it shall remain in full force and effect, and subject to forfeiture upon demand as Liquidated Damages.

IN WITNESS WHEREOF said Principal and Surety have executed this Bond, this 7th day of May, 2026.

THE PRINCIPAL

(Corporate Seal)

TLM Constructors, Inc.

3400 W. 16th Street, Suite 2-O, Greeley, CO 80634

ATTEST:

Address

Rebecca X Taylor
Secretary

BY 
Jaedon Mills, Vice President

SIGNATURES

If the "Principal" is doing business as a Corporation, the Bid Bond shall be signed by an officer, i.e., President, or Vice President. The signature of the officer shall be attested to by the Secretary and property sealed.

If the "Principal" is an individual or a partnership, the Bid Bond shall so indicate and be properly signed.



Ashlea McCaughey By
Secretary **Ashlea McCaughey, Witness**

THE SURETY

RLI Insurance Company

Sarah C. Brown
Attorney-in-Fact **Sarah C. Brown**

THIS BOND MUST BE ACCOMPANIED BY POWER OF ATTORNEY, EFFECTIVELY DATED. FAILURE TO PROVIDE A PROPERLY EXECUTED BID BOND WITH A PROPERLY EXECUTED POWER OF ATTORNEY WILL RESULT IN THE BIDDER'S PROPOSAL BEING DEEMED NON-RESPONSIVE.

END OF SECTION

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Todd D. Bengford, Sarah C. Brown, Donald E. Appleby, Mark Sweigart, Grace Rasmussen, Alissa Cahalan, Ashlea McCaughey,
Lindsey Minutillo, Connor Oberg, jointly or severally

in the City of Greenwood Village, State of Colorado its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 18th day of September, 2025.



RLI Insurance Company
Contractors Bonding and Insurance Company

By: Eric Raudins
Eric Raudins Sr. Vice President

State of Ohio }
County of Cuyahoga } SS

On this 18th day of September, 2025, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jill A. Scott
Jill A. Scott Notary Public



JILL A. SCOTT
Notary Public, State of Ohio
My Commission Expires:
September 22, 2030

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 7th day of May, 2026.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Christina Dean
Christina Dean Corporate Secretary

Anti Collusion Affidavit – Form 606

Instructions: Form to be completed by an authorized agent or Officer for the bidder/Contractor submitting a bid for the Colorado Department of Transportation Project identified below.

Project Number: BRO M870-008/24891

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on their behalf and on behalf of my firm. I further attest that:

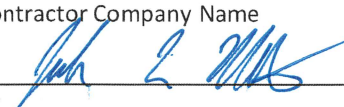
1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication, or agreement for the purpose or with the effect of restricting competition with any other firm or person who is a bidder or potential prime bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential prime bidder on this project and will not be so disclosed prior to bid opening.
3. Neither the prices nor the amount of the bid of any other firm or person who is a bidder or potential prime bidder on this project have been disclosed to me or my firm.
4. No attempt has been made to solicit, cause, or induce any firm or person who is a bidder or potential prime bidder to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or noncompetitive bid or other form of complementary bid.
5. No agreement has been promised or solicited for any other firm or person who is a bidder or potential prime bidder on this project to submit an intentionally high, noncompetitive, or other form of complementary bid on this project.
6. The bid of my firm is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any firm or person to submit any intentionally high, noncompetitive, or other form of complementary bid.
7. My firm has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit any intentionally high, noncompetitive or other form of complementary bid or agreeing or promising to do so on this project.
8. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting any intentionally high, noncompetitive, or other form of complementary bid, or agreeing or promising to do so, on this project.
9. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.
10. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from the Colorado Department of Transportation, of the true facts relating to submission of bids for this contract.

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

TLM Constructors, Inc.

Contractor Company Name

Second Company Name if Joint Venture

By 

By

Vice President

Title

Title

Date **5/11/2026**

Date

ABOUT OUR COMPANY

TLM Constructors LLC
3400 West 16th Street, Bldg. O
Greeley, CO 80633

Phone: 970-346-8323

Fax: 970-346-8324

jaedon@tlmconstructors.com

<https://tlmconstructors.com>

YEAR ESTABLISHED: 1991

NUMBER OF EMPLOYEES: 40

Qualifications:

CDOT Prequalification for \$10,000,000.00

ABOUT US:

Building Colorado's Future Since 1991

For more than three decades, TLM Constructors, Inc. has proudly served as a trusted regional contractor across northern and southern Colorado. As a family-owned and operated company, we've built our reputation on honesty, craftsmanship, and a commitment to delivering every project with exceptional quality and on-time performance.

From our headquarters in Greeley to our southern division in Swink, TLM Constructors brings local expertise and a hands-on, customer-focused approach to every job. Our team of approximately 40 highly skilled professionals is equipped with advanced technology, modern equipment, and industry-leading training—ensuring safety, precision, and efficiency on every project site.

At TLM Constructors, Inc., we don't just complete projects. We build relationships, strengthen communities, and deliver results you can count on.

PROJECT EXAMPLES

PROJECT NAME	DESCRIPTION	OWNER	DURATION	COST
Firestone WCR20 Over Coal Ridge Ditch Box Culvert Replacement	Remove Existing Bridge. Install 120 LF of precast 12x6 Box Culvert, Lower 140" of 6" Waterline, HMA Paving, Cast in Place Wing and Headwalls. Relocate Numerous Utilities	The Town of Firestone	3 Months	\$1,100,000.00
Weld County Bridge Maintenance Contract	We have held and Maintained the Weld County Maintenance Contract since 2020	Weld County	5 Years	Various Contract Sizes
PPRTA Bridge Maintenance Contract	This Contract is very similar to what we have been doing with our County Contract. We have held this contract since 2015	PPRTA	10 Years	\$2,000,000.00 + Annually
US85 Business Panel Replacement	Remove and Replace 650 Concrete Panels, 3,500 Tons of HMA, Bridge Rehab	CDOT	120 Days	\$5,850,000.00

ROLES AND RESPONSIBILITIES

NAME	TITLE	RESPONSIBILITIES
Aaron Mills	President	Business Management and Estimating
Jaedon Mills	Vice President of Operations	Project Management, Superintendent, Quality Control, Equipment Acquisition, Estimating
Wanda Weinreich	CFO	HR, Certified Payroll, Accounting
Kyle Casper	Project Manager	Project Management and Estimating
Harley Dellinger	General Superintendent	Project Management, Driving Projects, Constructing our Toughest Jobs
Jonie Myers	Project Engineer	Submittals, Sub Pay Apps, Estimating
Ross Allsworth	Superintendent	Running Projects
Brad Adams	Superintendent	Running Projects

REFERENCES

PAST AND PRESENT CLIENTS

Mike Bedell

Weld County

970-301-0780

Erich Green

Weld County

970-702-3867

Allen Wood

CDOT Region 4

970-350-2241

Karl Larson

CDOT Region 4

719-740-1052

Thomas Pike

JUB

970-829-7893

Jeff Meis

JUB

720-618-2148

Brandon Schissel

Atkins

319-400-1462

Brad Holmes

Rocksol

970-396-6787

Past Projects

Project 1 Name:

Brief Description: Us 85 Business

R&R 12,000 SY Concrete Pavement and Subgrade, Type 9 CA Barrier, Bridge Rehab, 5,00 Tons HMA

Contract Value: \$5,900,000.00

Client: CDOT **April 2025 to October 2025**

Contact Name: Allen Wood Title: CEPM II / Project Engineer

Phone: 970-350-2241 Email: allen.wood@state.co.us

Project 2 Name:

Brief Description: WCR 20 Over Coal Ridge Ditch

5x12 Precast CBC, Lower 6" Waterline, Grading, Excavation, Utility Relocation, Seeding, Paving

Contract Value: \$1,100,00.00

Client: Firestone **January 2025 to April 2025**

Contact Name: Thomas Pike JUB Title: Construction Manager

Phone: 970-829-7893 Email: tpike@jub.com

Project 3 Name:

Brief Description: Highway 50 Las Animas

ADA Ramps, Paving, Storm Drains, Man Holes, Drainage Pipe

Contract Value: \$6,600,000.00

Client: CDOT **April 2024 to May 2025**

Contact Name: Troy Branom Title: Project Engineer

Phone: 719-562-5568 Email: troy.branom@state.co.us

Proposed Subcontractors and Suppliers

Subcontractor

Loveland Barricade
Asphalt Specialties
Sage Creek Environmental
CCI Trenchless
Temple Construction
Ground Solutions

ARS

Suppliers

CMC
SRM
Bedrock Slingers/ Ground Solutions
Core and Main

Scope

Traffic Control, Striping, Signage
Asphalt
Erosion Control and Seeding
Install 24" Steel Casing
Bore 2" Water Line
Pot Holing

Subgrade stabilization

Supply

Rebar
Concrete
Aggregates
Water Line Parts

Prequalified Contractor List - 5/11/2026

Company Name	Limit	Phone Number	Expiration	Work Codes
Timber Wolf Excavating, LLC	Unlimited	(918) 355-7458	5/31/2026	02, 04, 06, 07, 08, 09, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 22
TLM Constructors, Inc.	\$20,000,000	(970) 346-8323	4/30/2027	01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 11, 12, 14, 18, 19, 22, 24
Tony J. Beltramo and Sons Incorporated	\$10,000,000	(719) 544-4744	1/31/2027	02, 04, 06, 18, 22, 24
Total Terrain, Incorporated	\$5,000,000	(719) 240-7915	4/30/2027	01, 02, 04, 05, 06, 10, 11, 12, 13, 14, 15, 18, 19, 22, 23, 24
Trace LLC	\$750,000	(918) 510-0210	6/30/2026	17, 20
Tricon Construction Company	\$3,000,000	(719) 339-2390	10/31/2026	02, 04, 15, 24
US Infra Rehab Services LLC	\$3,000,000	(740) 707-1991	2/28/2027	24
Vance Brothers, Inc.	\$15,000,000	(816) 923-4325	4/30/2027	05, 06, 07, 17, 18
Villalobos Concrete Inc.	Unlimited	(720) 872-2753	4/30/2027	02, 04, 05, 06, 08, 10, 12, 14, 15, 17, 18, 19
Vortex Lining Systems, LLC	Unlimited	(713) 750-9081	5/31/2026	01, 24
W.W. Clyde & Co.	Unlimited	(303) 790-9100	4/30/2027	01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 11, 17, 19, 22
Wagner Const. Inc. dba Wagner Place	Unlimited	7209542675	2/28/2027	02, 11, 22
Walsenburg Sand and Gravel Company	\$10,000,000	(719) 738-1883	1/31/2027	02, 04, 06, 07, 09, 11, 15, 18
WCA Construction, LLC	Unlimited	(970) 565-4527	2/28/2027	04, 08, 09, 10, 12, 22
Webber Infrastructure Management, Inc.	Unlimited	(713) 964-2800	3/31/2027	02, 13, 14, 15, 17, 18, 19
West Fork Construction LLC	\$5,000,000	(303) 502-0375	3/31/2027	02, 04, 09, 10, 11, 12, 13, 14, 19, 22
Western Plains Construction LLC	Unlimited	720-260-8768	3/31/2027	02, 05, 06, 08, 12, 18
Whitaker Construction Co. Inc.	Unlimited	(435) 723-2921	5/31/2026	02, 04, 06, 10, 12, 14, 15, 17, 22
Wicked Outlaw Construction LLC	\$100,000	(719) 360-0897	11/30/2026	12
Wild at Heart Investments LLC	\$5,000,000	(720) 475-0438	4/30/2027	02, 04, 05, 06, 11, 12, 18
Wildcat Construction Co., Inc.	Unlimited	(719) 550-1008	4/30/2027	02, 03, 05, 06, 07, 08, 09, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 22, 23
Work Zone Traffic Control, LLC	\$10,000,000	(719) 296-0222	5/31/2026	13, 17, 24
X Field Services LLC	\$3,000,000	(970) 629-2233	1/31/2027	04, 10, 11, 13, 14, 18, 19, 22, 24
Y & K Excavation, Inc	\$5,000,000	(719) 539-4108	2/28/2027	02, 04, 12, 15, 22, 23, 24
Zak Dirt Incorporated	Unlimited	(970) 535-4657	12/31/2026	01, 02, 03, 04, 05, 08, 09, 10, 11, 12, 18, 19, 21, 22

Entity Information

TLM CONSTRUCTORS, INC. • Active Registration

Unique Entity ID CAGE/NCAGE
LRU3BKMHDAY4 0GVC2

Expiration Date
Oct 30, 2026

Physical Address

**102 C ST
Swink, Colorado
81077-5012, United States**

Mailing Address

**PO Box 336638
Greeley, Colorado
80633, United States**

Purpose of Registration

All Awards

Version

Current Record ▼

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Status - Rnd</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
5	CLEARING AND GRUBBING	U	1.000	LS	10,450.00	10,450.00
10	REMOVAL OF TREE STUMP	U	2.000	EA	1,000.00	2,000.00
15	REMOVAL OF DITCH LINING	U	55.000	LF	35.00	1,925.00
20	REMOVAL OF PIPE	U	23.000	LF	310.00	7,130.00
25	REMOVAL OF ASPHALT MAT	U	625.000	SY	14.00	8,750.00
30	REMOVAL OF ASPHALT MAT (PLANING)	U	295.000	SY	12.00	3,540.00
35	REMOVAL OF BRIDGE	U	1.000	EA	16,500.00	16,500.00
40	REMOVAL OF CONCRETE FOOTING	U	2.000	EA	2,750.00	5,500.00
45	REMOVAL OF GUARDRAIL TYPE 3	U	121.000	LF	6.50	786.50
50	UNCLASSIFIED EXCAVATION (CIP)	U	83.000	CY	32.00	2,656.00
55	UNCLASSIFIED EXCAVATION (CIP) (BID ALT 1)	U	320.000	CY	32.00	10,240.00
60	STRUCTURE EXCAVATION	U	244.000	CY	32.00	7,808.00
65	STRUCTURE BACKFILL (CLASS 1)	U	244.000	CY	76.00	18,544.00
70	TOPSOIL (ONSITE)	U	1,750.000	CY	18.50	32,375.00
75	SILT FENCE	U	627.000	LF	1.50	940.50
80	AGGREGATE BAGS	U	200.000	LF	11.00	2,200.00
85	CONCRETE WASHOUT STRUCTURE	U	1.000	EA	3,675.00	3,675.00
90	VEHICLE TRACKING PAD	U	1.000	EA	2,725.00	2,725.00
95	SWEEPING (SEDIMENT REMOVAL)	U	8.000	HOURL	108.00	864.00
100	EROSION CONTROL MANAGEMENT	U	120.000	DAY	215.00	25,800.00
105	RESET MAILBOX	U	2.000	EA	450.00	900.00
110	SEEDING (NATIVE) DRILL	U	0.100	ACRE	1,640.00	164.00
115	SPRAY ON MULCH BLANKET	U	0.100	ACRE	1,200.00	120.00
120	AGGREGATE BASE COURSE (CLASS 6)	U	31.000	CY	115.00	3,565.00
125	HYDRATE LIME	U	16.000	TON	412.00	6,592.00
130	PROCESSING LIME TREATED SUBGRADE (12 INCH)	U	836.000	SY	18.00	15,048.00
135	HOT MIX ASPHALT (PATCHING) (ASPHALT)	U	20.000	TON	325.00	6,500.00
140	HOT MIX ASPHALT (GRADING S) (100) (PG 64-22)	U	280.000	TON	107.00	29,960.00
145	HOT MIX ASPHALT (GRADING SX) (100) (PG 76-28)	U	188.000	TON	152.00	28,576.00
150	RIPRAP	U	15.000	CY	230.00	3,450.00
155	CONCRETE SLOPE AND DITCH PAVEMENT (REINFORCED)	U	83.000	CY	415.00	34,445.00
160	PEDESTRIAN RAILING (54 INCH)	U	35.000	LF	400.00	14,000.00
165	WATERPROOFING (MEMBRANE)	U	118.000	SY	33.00	3,894.00
170	CONCRETE CLASS D (BOX CULVERT)	U	136.000	CY	800.00	108,800.00
175	REINFORCING STEEL (EPOXY COATED)	U	28,242.000	LB	2.00	56,484.00
180	GUARDRAIL TYPE 3 (31 INCH MIDWEST GUARDRAIL SYSTEM	U	213.000	LF	85.00	18,105.00
185	END ANCHORAGE TYPE 3K	U	1.000	EA	2,600.00	2,600.00
190	END ANCHORAGE (NONFLARED)	U	2.000	EA	4,000.00	8,000.00
195	FENCE (PLASTIC)	U	140.000	LF	5.25	735.00

05/11/2026
JM2633
*** Jaedon

13:43
MEAD CR34

BID TOTALS

<u>Bid Item</u>	<u>Description</u>	<u>Status - Rnd</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
200	FENCE (TEMPORARY)	U	877.000	LF	6.00	5,262.00
205	CONCRETE SIDEWALK (6 INCH)	U	28.000	SY	70.00	1,960.00
210	SIGN PANEL (CLASS I)	U	4.000	SF	16.00	64.00
215	STEEL SIGN SUPPORT (2-1/2 INCH ROUND NP-40) (POST)	U	2.000	EA	382.00	764.00
220	WATERLINE (2")	U	1.000	LS	39,000.00	39,000.00
225	WATERLINE (SPECIAL) (12")	U	1.000	LS	204,000.00	204,000.00
230	SANITARY FACILITY	U	1.000	EA	3,000.00	3,000.00
235	CONSTRUCTION SURVEYING	U	1.000	LS	10,875.00	10,875.00
240	MOBILIZATION	U	1.000	LS	130,000.00	130,000.00
245	EPOXY PAVEMENT MARKING	U	460.000	LF	1.10	506.00
250	FLAGGING	U	8.000	HOUR	49.00	392.00
255	TRAFFIC CONTROL INSPECTION	U	140.000	DAY	163.00	22,820.00
260	TRAFFIC CONTROL MANAGEMENT	U	10.000	DAY	900.00	9,000.00
265	BARRICADE (TYPE 3 M-A) (TEMPORARY)	U	7.000	EA	325.00	2,275.00
270	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE A)	U	22.000	EA	160.00	3,520.00
275	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE B)	U	7.000	EA	190.00	1,330.00
280	CONSTRUCTION TRAFFIC SIGN (SPECIAL)	U	90.000	SF	11.00	990.00
285	PORTABLE MESSAGE SIGN PANEL	U	2.000	EA	8,750.00	17,500.00
290	F/A MINOR CONTRACT REVISIONS		1.000	FA		
295	F/A ON-THE-JOB TRAINING		1.000	FA		
300	F/A LANDSCAPING		1.000	FA		
305	F/A EROSION CONTROL		1.000	FA		
310	F/A HAZARDOUS WASTE DISPOSAL		1.000	FA		
315	F/A ENVIRONMENTAL HEALTH & SAFETY MANAGEMENT		1.000	FA		

Bid Total $\Rightarrow$ \$959,605.00

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 49-R-2026**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, AWARDING A BID
AND APPROVING A CONSTRUCTION AGREEMENT BETWEEN THE TOWN
OF MEAD AND TLM CONSTRUCTORS, INC. FOR THE WELD COUNTY
ROAD 34 BRIDGE REPLACEMENT PROJECT (PROJECT NO. 2026-006)**

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

WHEREAS, the Town requires the construction of the Weld County Road (WCR) 34 Bridge Replacement Project, as more particularly described in Invitation for Bid (IFB) No. 2026-006 (the “Project” or “Work”), and solicited bids for the Project in accordance with Colorado law by posting the IFB on the Rocky Mountain E-Purchasing System; and

WHEREAS, Town Staff and the Town’s project management consultant (Dewberry Engineers Inc.) have reviewed and evaluated all complete and responsive bids submitted; and

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

WHEREAS, the Board of Trustees, after full consideration of the bids submitted and the recommendation of Town Staff and the Town’s project management consultant presented at the July 27, 2026, regular meeting, finds that **TLM Constructors, Inc.**, a Colorado corporation (the successful bidder, hereinafter “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 Million Twenty-Four Thousand Six Hundred Five Dollars (\$1,024,605.00)**, 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 Work 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 IFB 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 Million Twenty-Four Thousand Six Hundred Five Dollars (\$1,024,605.00)**; (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 the Town Engineer/Public Works Director, or designee, to execute the Notice

of Award for the Project and deliver a copy of said Notice of Award to the Contractor; (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 bond, payment bond, and other documents specifically required by the IFB, the Construction Agreement, the Notice of Award, and other Contract Documents; and (e) authorizes the Town Engineer/Public Works Director, or designee, to execute the Notice to Proceed for the Project.

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 27TH DAY OF JULY 2026.

ATTEST:

TOWN OF MEAD

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

By: _____
Colleen G. Whitlow, Mayor

Exhibit 1
Construction Agreement
(TLM Constructors, Inc.)
[IFB No. 2026-006]

TOWN OF MEAD, COLORADO
CONSTRUCTION AGREEMENT
Project Number IFB 2026-006, Weld County Road 34 Bridge Replacement (“Project”)

This CONSTRUCTION AGREEMENT (“Agreement”) is made and entered into by and between the TOWN OF MEAD, COLORADO, a municipal corporation of the State of Colorado, with offices at 441 Third Street, Mead, Colorado 80542 (the “**Town**” or “**Owner**”), and TLM Constructors, Inc., a Colorado corporation whose address is 3400 West 16th Street, Bldg. O, Greeley, CO 80633 and with an alternate mailing address of 102 C Street, Swink, CO 81077 (the “**Contractor**”).

RECITALS

WHEREAS, the Town desires to obtain all necessary components to complete the scope of work for the Project; and

WHEREAS, the Town received bids or proposals for the Project, including one from the Contractor (“Bid Proposal”); and

WHEREAS, the Town has reviewed the Bid Proposal from the Contractor for the completion of the Project, and the Town finds said Bid Proposal acceptable; and

WHEREAS, the Town desires to contract with the Contractor subject to the terms of this Agreement and all other Contract Documents.

NOW, THEREFORE, for the consideration herein expressed, it is agreed as follows by and between the Town and the Contractor that the Contractor shall perform the following:

THE PARTIES AGREE AS FOLLOWS:

1.00 SCOPE OF WORK: The Contractor will furnish all tools, equipment, machinery, materials, supplies, superintendence, insurance, transportation, other construction accessories, and services specified or required to be incorporated in and form a permanent part of the construction and completion of the work proposed to be done under this Agreement (“Work” or “Scope of Work”). In addition, the Contractor shall provide and perform all necessary labor in a first-class and workmanlike manner and in accordance with the conditions and prices stated in the Bid Proposal and the requirements, stipulations, provisions, and conditions of the Contract Documents. The Contractor shall further perform, execute, construct, and complete all things mentioned to be done by the Contractor and all work covered by the Owner’s official award of this contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor’s bid, or part thereof.

2.00 THE CONTRACT DOCUMENTS: This Agreement incorporates all the Contract Documents, which together represent the entire and integrated agreement between the parties hereto and supersede prior negotiations, written or oral representations, and agreements. The Contract Documents consist of this Construction Agreement, which Agreement also incorporates by this reference all of the instruments set forth in the Contract Documents as fully as if they were set forth in this Agreement in full. The Contract Documents consist of, without limitation, the following documents:

1. Invitation for Bid or Request for Proposals and Instructions to Bidders
2. Contractor’s Bid Form (with Unit Pricing as indicated), which is **Exhibit A** to this Agreement
3. This Construction Agreement and any addendums, exhibits or attachments to this Agreement
4. Performance and Payment Bond
5. Bid Proposal
6. Notice of Award
7. Notice to Proceed

8. Bid Bond (Minimum 5% equivalent of the Bid Proposal price or as otherwise set forth in the Bid Bond form provided as part of the Bid Pack)
9. General Conditions
10. The following documents if the box is checked:
 - ☒ Special Provisions
 - ☒ Design Documents, including all Drawings and Plans
 - ☒ Specifications
 - ☒ Addendums to Specifications and Standards
 - ☒ The following manual of construction design standards and specifications:
 - CR 34 Full Plan Set
 - CR34 Bridge Replacement Project Manual Specifications
 - Town of Mead "Design Standards and Construction Specifications"
 - Colorado Department of Transportation "Standard Specifications for Road and Bridge Construction"
 - ☒ Change Orders, Field Orders or other similar revisions properly authorized after the execution of this Agreement
 - ☒ Others:
 - Addendum Nos. 1 & 2 to IFB/RFP
 - Geotechnical Report for Foundation and Pavement Design, WCR 34 Replacement, Town of Mead, Weld County Colorado, Geocal Geosciences & Engineer, December 20, 2023
 - CR 34 Bridge Replacement Hydraulic Analysis RESPEC, August 1, 2024

3.00 TIME AND COMMENCEMENT OF COMPLETION: This Agreement shall commence as of the date the Agreement is fully executed by both parties and shall continue through December 31, 2027, or until the Scope of Work is completed. The Contractor shall commence the Work within the timeframe or by the date stated in the Notice to Proceed or, if no Notice to Proceed is issued, within 30 days of the date of this Agreement. Contractor shall complete the Work within the time stated in the Notice to Proceed or, if no Notice to Proceed is issued, within 120 days of the date of this Agreement.

4.00 LIQUIDATED DAMAGES: All time limits stated in this Agreement and the Contract Documents are of the essence of the Agreement. The Town and Contractor recognize the completion of the work as shown in the contractual time frame, or as extended, is important to the ongoing operations of the Town and its citizens. They also recognize that delays include expenses to the Town for extended manpower commitments, outside consultant commitments, and potentially other legal fees to extend the project beyond the expected time period.

☒ If this box is checked, in lieu of requiring any such proof and backup for such expenses, Contractor agrees that liquidated damages (not penalties) may be assessed by the Owner in the sum of **two thousand three hundred dollars (\$2,300.00) per day** for each day after the contract time frame expires.

☐ If this box is checked, in addition to or in lieu of the daily damages (if checked above), Contractor agrees that lump sum liquidated damages (not penalties) may be assessed by the Town in a lump sum payment of \$_____.00 if the work is not completed by _____, 20__.

5.00 CONTRACT SUM AND PAYMENT: The Owner shall pay to the Contractor for performance of the Work encompassed by this Agreement, and the Contractor will accept as full compensation therefore an amount not to exceed **one million twenty-four thousand six hundred five dollars (\$1,024,605.00)** subject to adjustment as provided by the Contract Documents ("Contract Price"). The Town has appropriated sufficient funds for completion of this Work.

- a. Monthly, partial, progress payments shall be made by the Town to the Contractor for the percentage of the Work completed, subject to inspection by Town staff to verify percentage of completion. The Town alone shall determine when work has been completed and progress payments shall not constitute a waiver of the right of the Town to require the fulfillment of all terms of this Agreement and the delivery of all

improvements embraced in this Agreement in a complete and satisfactory manner to the Town in all details. The Town, before making any payment, may require the Contractor to furnish releases or receipts from any or all persons performing work under this Agreement and/or supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect the Town's interest. The Town, however, may in its discretion make payment in part or full to the Contractor without requiring the furnishing of such releases or receipts.

- b. By the 1st day of each month, Contractor shall submit to the Town for review and approval, an application for payment fully completed and signed by Contractor covering the work completed through the last day of the prior month and accompanied by such supporting documentation as is required by these Contract Documents, including without limitation, time sheets, invoices, receipts, bills of lading, and all other documents the Town may require. Materials on hand but not complete in place may or may not be included for payment at the discretion of the Town. Each subsequent application for payment shall include an affidavit of Contractor providing that all previous progress payments received on account of the work have been applied to discharge in full all of Contractor's obligations reflected in prior applications for payment. Notwithstanding the progress payments, it is the intent and purpose of the Town to withhold at least five percent (5%) of payments to Contractor for any contract exceeding One Hundred Fifty Thousand Dollars (\$150,000.00) in accordance with Article 91, Title 24, C.R.S.

6.00 ACCEPTANCE AND FINAL PAYMENT: Final payment may be requested by the Contractor upon completion and acceptance, by the Town, of all work as set forth in the Contract Documents. The total amount of final payment shall consist of the Contract Price, as adjusted in accordance with approved change orders, if applicable, less all previous payments to the Contractor. If the contract price exceeds one hundred fifty thousand dollars (\$150,000), the Town may make the final payment to the Contractor only after the Town has published notice of such final payment in accordance with C.R.S. § 24-91-103.

7.00 ADDITIONAL WORK: Should work beyond that described in the Contract Documents be required, it will be paid for as extra work at a cost to be agreed upon in separate written agreement by the Town and the Contractor prior to commencement of the additional work. Such additional agreements shall be executed and approved by all persons required by Town purchasing ordinances or policies. Unless specifically excluded, such written agreements shall be considered part of the Contract Documents.

8.00 CONTRACTOR'S REPRESENTATIONS: In order to induce the Town to enter into this Agreement, the Contractor makes the following representations:

- a. The Contractor has familiarized itself with the nature and the extent of the Contract Documents, Scope of Work, the locality, all physical characteristics of the area of the work within the Scope of Work, including without limitation, improvements, soil conditions, drainage, topography, and all other features of the terrain, and with the local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the work, or apply in any manner whatsoever to the work.
- b. Contractor has carefully considered all physical conditions at the site and existing facilities affecting cost, progress, or performance of the work.
- c. Contractor has given the Town written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and such documents are acceptable to the Contractor.
- d. Contractor shall not extend the credit or faith of the Owner to any other persons or organizations.

9.00 INSURANCE: Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all obligations assumed by the Contractor pursuant to this Agreement. Contractor shall not commence work under this Agreement until it has obtained all said insurance required by the Contract Documents and such insurance has been approved by the Town. The Contractor shall not allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been obtained and approved. For the duration of this Agreement, the Contractor must continuously maintain the insurance coverage required in this section, with the minimum insurance coverage listed below:

- a. Worker's Compensation in accordance with the Worker's Compensation Act of the State of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract.
- b. Comprehensive General liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000) per each occurrence, AND TWO MILLION DOLLARS (\$2,000,000) aggregate, plus an additional amount sufficient to pay related attorneys' fees and defense costs. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.
- c. Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) per each occurrence, plus an additional amount sufficient to pay related attorneys' fees and defense costs, with respect to each of the Contractor's owned, hired or non owned vehicles assigned to or used in performance of this contract.
- d. Builder's Risk insurance with minimum limits of not less than the insurable value of the work to be performed under this contract at completion less the value of the materials and equipment insured under installation floater insurance. The policy shall be written in completed value form and shall protect the Contractor and the Town against risks of damage to buildings, structures, and materials and equipment not otherwise covered under Installation Floater insurance, from the perils of fire and lightning, the perils included in the standard coverage endorsement, and the perils of vandalism and malicious mischief. Equipment such as pumps, engine-generators, compressors, motors, switch-gear, transformers, panel-boards, control equipment, and other similar equipment shall be insured under Installation Floater insurance when the aggregate value of the equipment exceeds \$10,000. The policy shall provide for losses to be payable to the Contractor and the Town as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the Contractor or the Town.
- e. ☐ If this box is checked, Professional Liability/Errors and Omission in an amount not less than _____ MILLION DOLLARS (\$____,000,000).

Certificates of insurance shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. The policies required above shall be endorsed to include the Town and the Town's officers and employees as additional insureds. Every policy required above shall be primary insurance and any insurance carried by the Town, its officers, or its employees, or carried by or provided through any self-insurance pool of the Town, shall be excess and not contributory insurance to that provided by the Contractor. Contractor shall be solely responsible for paying any and all deductibles.

Each certificate of insurance shall identify this Agreement or the project set forth in the Scope of Work and shall provide that the coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty

(30) days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate of insurance addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

10.00 BONDS: Contractor shall furnish a performance bond and payment bond in an amount determined by the Town, but in any event at least equal to the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents, including but not limited to the guaranty period. These bonds shall remain in effect at least until one year after the date of final payment. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State of Colorado and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570, amended, by the Audit Staff, Bureau of Account, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in Colorado is terminated, or it ceases to meet the requirements of clauses (i) and (ii) of this section, Contractor shall, within five (5) days thereafter, substitute another bond and surety, both of which shall be acceptable to the Town.

11.00 NO WAIVER OF GOVERNMENTAL IMMUNITY: The parties hereto understand and agree that the parties are relying on, and do not waive or intend to waive by any provision of this Agreement or the remainder of the Contract Documents, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the parties, their officers, agents or their employees.

12.00 INDEMNIFICATION: The Contractor agrees, to the fullest extent permitted by law, to indemnify, defend and hold the Town, its agencies, employees, officials and agents ("Indemnitees") harmless from any and all claims, settlements, judgments, damages and costs, including reasonable attorney fees, of every kind and nature made, to include all costs associated with the investigation and defense of any claim, rendered or incurred by or on behalf of the Indemnitees, that may arise, occur, or grow out of any errors, omissions, or negligent acts, done by the Contractor, its employees, subcontractors or any independent consultants working under the direction of either the Contractor or any subcontractor in the performance of this Contract; provided, however, that Contractor's obligations and liability hereunder shall not exceed the amount represented by the degree or percentage of negligence or fault attributable to the Contractor or any officer, employee, representative, agent, subcontractor, or other person acting under Contractor's direction or control, as determined pursuant to C.R.S. § 13-50.5-102(8)(c).

13.00 TERMINATION FOR CONVENIENCE: This Agreement and the performance of the Scope of Work hereunder may be terminated at any time in whole, or from time to time in part, by the Town for its convenience. Any such termination shall be effected by delivery to the Contractor of a written notice ("**Notice of Termination**") specifying the extent to which performance of the Scope of Work is terminated and the date upon which termination becomes effective. If the Agreement is terminated, the Contractor shall be paid on a pro-rated basis of work status satisfactorily completed, under the detailed Scope of Work. The portion of the Scope of Work satisfactorily completed but not yet accepted by the Town shall be determined by the Town.

14.00 EVENTS OF AND TERMINATION FOR DEFAULT:

- (1) The Town may serve written notice upon the Contractor of its intention to terminate this Agreement in the presence of one of the following events of default:
 - a. Contractor fails to initiate the Scope of Work at the agreed upon time;
 - b. The Contractor unnecessarily or unreasonably delays the performance of the Scope of Work;
 - c. The Contractor does not complete the Scope of Work within the time specified or within the time to which completion of the Scope of Work has been extended;

- d. Contractor fails to make prompt payments for labor, materials or to subcontractors;
 - e. Contractor willfully violates this Agreement or disregards laws, ordinances or instructions of the Town;
 - f. Contractor abandons performance of the Scope of Work;
 - g. The Contractor assigns, transfers or sublets this Agreement or any part thereof without Town approval;
 - h. Contractor becomes insolvent or adjudged bankrupt; or
 - i. Contractor refuses to remove materials or perform any work within the Scope of Work that has been rejected as defective or unsuitable.
- (2) Such written notice shall contain the reasons for the intention to terminate this Agreement and provide a five (5) business day period during which the Contractor may cure the event of default. A failure to timely cure the event of default shall authorize the Town to immediately terminate this Agreement and take whatever steps it deems necessary to complete the Scope of Work, if so desired by the Town in its sole discretion. The costs and charges incurred by the Town, together with the costs of completion of the Scope of Work shall be deducted from any monies owed to Contractor. If the expense incurred by the Town is greater than the sums payable under this Agreement, the Contractor shall pay the Town, within sixty (60) days of demand therefor the amount of such excess cost suffered by the Town.

15.00 LIABILITY FOR EMPLOYMENT-RELATED RIGHTS AND COMPENSATION: The Contractor will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Contractor's employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. Accordingly, the Town shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits or any other amenities of employment to any of the Contractor's employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

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

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

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

16.00 GOVERNING LAW AND VENUE: 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. This transaction shall be governed by the laws of the State of Colorado.

17.00 ASSIGNMENT: The Contractor shall not assign any of his rights or obligations under this Agreement without the prior written consent of the Town. Upon any assignment, even though consented to by the Owner, the Contractor shall remain liable for the performance of the work under this agreement.

18.00 LAWFUL PERFORMANCE: It is further agreed that no party to this Agreement will perform contrary to any state, federal, or county law, or any of the ordinances of the Town of Mead, Colorado.

19.00 INVALID SECTIONS: Should any section of this Agreement be found to be invalid, it is agreed that all other sections shall remain in full force and effect as though severable from the invalid part.

20.00 NOTICE: 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 delivery of same in person to the addressee or by courier delivery via Federal Express or other nationally recognized overnight air courier service, by electronically-confirmed facsimile or email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

The Town: Town of Mead
Attn: Town Manager
441 Third Street,
Mead, CO 80542
Email:

With a copy to: Michow Guckenberger McAskin, LLP
Attn: Mead Town Attorney
5299 DTC Boulevard, Suite 300
Greenwood Village, CO 80111
Email:

Contractor: TLM Constructors, Inc.
Attn: Aaron Mills
102 C Street
Swink, CO 81077

TLM Constructors, Inc.
PO Box 505
Swink, CO 81077

21.00 SURVIVAL: The parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

22.00 ATTORNEY'S 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.

23.00 INTEGRATION AND AMENDMENT: This Agreement constitutes the entire agreement between the parties, superseding all prior oral or written communications. This Agreement may only be modified or amended upon written agreement signed by the parties.

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

25.00 BINDING EFFECT: The parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this section shall not authorize assignment.

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

27.00 CONFLICT BETWEEN DOCUMENTS: In the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement, the terms in this Agreement shall supersede the terms in such exhibit. In the event of a conflict between any of the Contract Documents, the following order of precedence shall apply: (1) change orders, (2) this Agreement, as may be amended, (3) special provisions, (4) general and supplementary conditions, (5) design standards and specifications, including any addenda, (6) design documents, and (7) any other Contract Documents, with the more specific or stricter provision controlling.

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

29.00 PROTECTION OF PERSONAL IDENTIFYING INFORMATION: In the event the Work includes or requires the Town to disclose to Contractor any personal identifying information as defined in C.R.S. § 24-73-101, Contractor shall comply with the applicable requirements of C.R.S. §§ 24-73-101, et seq., relating to third-party service providers.

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

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

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the Parties have caused this Construction Agreement to be executed on the dates written below.

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 E. Strutt, Town Clerk, MMC

By: _____
Colleen G. Whitlow, Mayor

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 signature page follows].

[Contractor signature page]

TLM Constructors, Inc., a Colorado corporation

By: _____

Printed Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing Construction Agreement was acknowledged before me this ____ day of _____, 2026,
by _____ as
_____ of TLM Constructors, Inc., a Colorado corporation.

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))

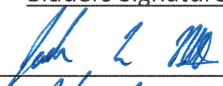
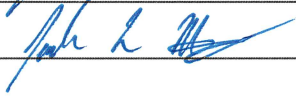
EXHIBIT A
CONTRACTOR'S FORM OF BID

[See attached document]

**SECTION 00310
BID FORM**

Project: Town of Mead – Weld County Road 34 Bridge Replacement
Address: Town of Mead
Attn: Dave Mathews, Deputy Town Engineer
1341 Weld County Road 34
Mead, CO 80542

- 1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with The Town of Mead in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices within this Bid and in accordance with the other terms and conditions of the Bidding Documents.
- 1.02 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such a longer period of time that Bidder may agree to in writing upon request of Owner.
- 1.03 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Bidders Signature</u>	<u>Date Acknowledged</u>
1		5/01/2026
2		5/02/2026

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied with all the Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data." Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding

Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

- E. Based on the information and observations referred to in Paragraph D above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
 - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

1.04 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

1.05 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Base Bid Proposal

The work will include all necessary labor, supervision, equipment, tools, and materials to complete the work in accordance with the Project Construction Documents and the current CDOT and Town of Mead Design Standards and Specifications.

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT COST	COST
201-00000	Clearing And Grubbing	LS	1	10,450.00	10,450.00
202-00012	Removal of Tree Stump	EA	2	1,000.00	2,000.00
202-00025	Removal of Ditch Lining	LF	55	35.00	1,925.00
202-00035	Removal of Pipe	LF	23	310.00	7,130.00
202-00220	Removal of Asphalt Mat	SY	625	14.00	8,750.00
202-00240	Removal of Asphalt Mat (Planing)	SY	295	12.00	3,540.00
202-00400	Removal of Bridge	EA	1	16,500.00	16,500.00
202-00900	Removal of Concrete Footing	EA	2	2750.00	5,500.00
202-01130	Removal of Guardrail Type 3	LF	121	6.50	786.50
203-00010	Unclassified Excavation (CIP)	CY	83	32.00	2,656.00
203-00010	Unclassified Excavation (CIP) (Bid Alt 1)	CY	320	32.00	10,240.00
206-00000	Structure Excavation	CY	244	32.00	7,808.00
206-00100	Structure Backfill (Class 1)	CY	244	76.00	18,544.00
207-00700	Topsoil (Onsite)	CY	1,750	18.50	32,375.00
208-00020	Silt Fence	LF	627	1.50	940.50
208-00035	Aggregate Bags	LF	200	11.00	2,200.00
208-00045	Concrete Washout Structure	EA	1	3,675.00	3,675.00
208-00070	Vehicle Tracking Pad	EA	1	2,725.00	2,725.00
208-00106	Sweeping (Sediment Removal)	HOUR	8	108.00	864.00
208-00207	Erosion Control Management	DAY	120	215.00	25,800.00
210-00010	Reset Mailbox	EA	2	450.00	900.00
212-00706	Seeding (Native) Drill	ACRE	0.10	1,640.00	164.00

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT COST	COST
213-00012	Spray On Mulch Blanket	ACRE	0.10	1,200.00	120.00
304-06007	Aggregate Base Course (Class 6)	CY	31	115.00	3,565.00
307-00000	Hydrate Lime	TON	16	412.00	6,592.00
307-00212	Processing Lime Treated Subgrade (12 Inch)	SY	836	18.00	15,048.00
403-00720	Hot Mix Asphalt (Patching) (Asphalt)	TON	20	325.00	6,500.00
403-33841	Hot Mix Asphalt (Grading S) (100) (PG 64-22)	TON	280	107.00	29,960.00
403-34871	Hot Mix Asphalt (Grading SX) (100) (PG 76-28)	TON	188	152.00	28,576.00
506-00000	Riprap	CY	15	230.00	3,450.00
507-00100	Concrete Slope and Ditch Pavement (Reinforced)	CY	83	415.00	34,445.00
514-00054	Pedestrian Railing (54 Inch)	LF	35	400.00	14,000.00
515-00120	Waterproofing (Membrane)	SY	118	33.00	3,894.00
601-03030	Concrete Class D (Box Culvert)	CY	136	800.00	108,800.00
602-00020	Reinforcing Steel (Epoxy Coated)	LB	28,242	2.00	56,484.00
606-00302	Guardrail Type 3 (31 Inch Midwest Guardrail System)	LF	213	85.00	18,105.00
606-01390	End Anchorage Type 3K	EA	1	2,600.00	2,600.00
606-02003	End Anchorage (Nonflared)	EA	2	4,000.00	8,000.00
607-11525	Fence (Plastic)	LF	140	5.25	735.00
607-11580	Fence (Temporary)	LF	877	6.00	5,262.00
608-00006	Concrete Sidewalk (6 Inch)	SY	28	70.00	1,960.00
614-00011	Sign Panel (Class I)	SF	4	16.00	64.00
614-01573	Steel Sign Support (2-1/2 Inch Round NP-40) (Post & Slip base)	EA	2	382.00	764.00
619-00005	Waterline (2")	LS	1	39,000.00	39,000.00
619-00010	Waterline (Special) (12")	LS	1	204,000.00	204,000.00
620-00020	Sanitary Facility	EA	1	3,000.00	3,000.00
625-00000	Construction Surveying	LS	1	10,875.00	10,875.00
626-00000	Mobilization	LS	1	130,000.00	130,000.00
627-00004	Epoxy Pavement Marking	LF	460	1.10	506.00
630-00000	Flagging	HOUR	8	49.00	392.00
630-00007	Traffic Control Inspection	DAY	140	163.00	22,820.00
630-00012	Traffic Control Management	DAY	10	900.00	9,000.00
630-80335	Barricade (Type 3 M-A) (Temporary)	EA	7	325.00	2,275.00
630-80341	Construction Traffic Sign (Panel Size A)	EA	22	160.00	3,520.00
630-80342	Construction Traffic Sign (Panel Size B)	EA	7	190.00	1,330.00
630-80344	Construction Traffic Sign (Special)	SF	90	11.00	990.00

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT COST	COST
630-80355	Portable Message Sign Panel	EA	2	8,750.00	17,500.00
700-70010	F/A Minor Contract Revisions	FA	1		
700-70023	F/A On-the-Job Training	FA	1		
700-70310	F/A Landscaping	FA	1		
700-70380	F/A Erosion Control	FA	1		
700-70587	F/A Hazardous Waste Disposal	FA	1		
700-70589	F/A Environmental Health & Safety Management	FA	1		

Total Project Bid =	\$959,605.00
---------------------	--------------

Nine Hundred Fifty Nine Thousand Six Hundred and Five Dollars
and Zero Cents.

BIDDER acknowledges that the Owner has the right to delete items in the Bid or change quantities at his sole discretion without affecting the Agreement or prices of any item so long as the deletion or change does not exceed twenty-five percent (25%) of the total Contract Amount.

The undersigned Bidder agrees to furnish any and all required Bonds in the form required by the Town and to enter into a contract within the time specified in the Instructions to Bidders and further agrees to complete all Work covered by the Bid, in accordance with specified requirements, within the time specified in the Agreement. Bidder accepts the provisions of the Agreement as to liquidated damages.

In submitting this Bid, it is understood that the right is reserved by the Owner to reject any and all bids, and it is understood that this Bid may not be withdrawn during a period of 45 days after the scheduled time for the receipt of bids.

1.06 Construction Schedule

Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

1.07 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security
- B. Required CDOT Form 6060- Anti Collusion Affidavit
- C. List of Project References; Résumé of General Manager & Superintendent
- D. List of Proposed Suppliers

- E. List of Proposed Subcontractors
 - F. Evidence of authority to do business in the State of Colorado; or a written covenant to obtain such a license within the time for the acceptance of Bids.
- 1.08 The Engineer may require the apparent low responsive bid and second low responsive bid for General Contractors to submit the following Statement of Qualifications after the bid opening:
- A. General Information
 - 1. Please provide an official firm name, license, contact person for bidding, title, phone number, e-mail address, and mailing address. Provide a list of current projects under construction in detail, including Owner's name and contact information, Engineer's name and contact information, contract price, percent complete, and brief description of work.
 - B. Project Experience
 - 1. Provide brief summaries of three (3) to five (5) comparable projects on which your firm served as General Contractor in the last three (3) years. for each of the major disciplines by the contractor or subcontractor responsible including: precast/cast-in-place concrete box culverts, excavation, waterline installation, and traffic control. All projects have been completed in the last three years with references for each. The same project can be used by multiple disciplines if applicable and responsible contractor or subcontractor completed the scope of work. The list shall include project title, project discipline, contract, description, completion date, duration, and reference name with phone number.
 - 2. Include the following information with each project summary:
 - a. Project title
 - b. Project discipline and description
 - c. Construction dates, duration, and completion date
 - d. Reference name and contact information
 - e. Owner and Engineer contact information
 - f. Project contract price and final construction cost
 - C. Experience of key personnel to be assigned to this project.
 - 1. For each key person identified, list at least two comparable projects in which they have played a primary role. For the projects referenced, provide:
 - a. Description of project
 - b. Role of the person
 - c. Project's original contracted construction cost and final construction cost
 - d. Construction dates

- e. Project Owner
- f. Reference name and contact information

D. References

1. Provide name, address, and phone number of the General Contractor's banking reference.
2. Provide name, address, and phone number of the General Contractor's insurance agent(s).

SIGNATURE OF BIDDER:

Date: 5-11-2026

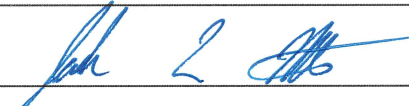
If an Individual: _____

Doing business as: _____

If a Partnership: _____

By: _____, partner

If a Corporation: TLM Constructors, Inc (a Colorado Corporation)

By:  Vice President

(SEAL & TITLE Rebecca H. Taylor ATTEST)

ADDRESS: 3400 W. 16th St., Suite O

Greeley, CO 80633

TELEPHONE: 970-301-0043

EMAIL: jaedon@tlmconstructors.com

END OF SECTION

**SECTION 00410
BID BOND**

Project: Town of Mead - Weld County Road 34 Bridge Replacement
2026-006

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, TLM Constructors, Inc. hereinafter called the "Principal", is submitting a proposal hereinafter the "Proposal" for the above-described project, to the Town of Mead, Colorado a municipal corporation hereinafter called "Obligee".

WHEREAS, the Advertisement for Bids has required as a condition of receiving the Proposals that the Principal submit with the Proposal GUARANTY in an amount not less than ten per cent (10%) of the Proposal, which sum it is specifically agreed is to be forfeited as Liquidated Damages in the event that the Principal defaults in his obligation as hereinafter specified, and, in response to such Requirement, this Bid Bond is made, executed and delivered.

NOW THEREFORE, the Principal and [insert name of Surety] RLI Insurance Company a corporation of the State of Illinois, duly authorized to transact business in Colorado, as Surety, are held firmly bound unto the Obligee, in the sum of ten per cent (10%) of the Principal's total bid price, lawful money of the United States for the payment of which sum, will and truly to be made to the Obligee, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

FURTHER THAT, a condition of the obligation that the Principal shall maintain his Proposal in full force and effect for sixty (60) days after the opening of the proposals for the project, or, if the Principal's Proposal is accepted, the Principal shall, within the prescribed time, execute the required Agreement, furnish the required Performance Bond, Labor and Material Payment Bond, Insurance Policy, and Certificates of Insurance for the initial term of the Agreement, then this obligation shall be null and void, otherwise it shall remain in full force and effect, and subject to forfeiture upon demand as Liquidated Damages.

IN WITNESS WHEREOF said Principal and Surety have executed this Bond, this 7th day of May, 2026.

THE PRINCIPAL

(Corporate Seal)

TLM Constructors, Inc.

3400 W. 16th Street, Suite 2-O, Greeley, CO 80634

ATTEST:

Address

Rebecca X Taylor
Secretary

BY 
Jaedon Mills, Vice President

SIGNATURES

If the "Principal" is doing business as a Corporation, the Bid Bond shall be signed by an officer, i.e., President, or Vice President. The signature of the officer shall be attested to by the Secretary and property sealed.

If the "Principal" is an individual or a partnership, the Bid Bond shall so indicate and be properly signed.



Ashlea McCaughey By
Secretary **Ashlea McCaughey, Witness**

THE SURETY

RLI Insurance Company

Sarah C. Brown
Attorney-in-Fact **Sarah C. Brown**

THIS BOND MUST BE ACCOMPANIED BY POWER OF ATTORNEY, EFFECTIVELY DATED. FAILURE TO PROVIDE A PROPERLY EXECUTED BID BOND WITH A PROPERLY EXECUTED POWER OF ATTORNEY WILL RESULT IN THE BIDDER'S PROPOSAL BEING DEEMED NON-RESPONSIVE.

END OF SECTION

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Todd D. Bengford, Sarah C. Brown, Donald E. Appleby, Mark Sweigart, Grace Rasmussen, Alissa Cahalan, Ashlea McCaughey,
Lindsey Minutillo, Connor Oberg, jointly or severally

in the City of Greenwood Village, State of Colorado its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 18th day of September, 2025.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Eric Raudins

Eric Raudins

Sr. Vice President

State of Ohio

County of Cuyahoga

} SS

On this 18th day of September, 2025, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jill A. Scott Notary Public



JILL A. SCOTT
Notary Public, State of Ohio
My Commission Expires:
September 22, 2030

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 7th day of May, 2026.

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Christina Dean

Christina Dean

Corporate Secretary

Anti Collusion Affidavit – Form 606

Instructions: Form to be completed by an authorized agent or Officer for the bidder/Contractor submitting a bid for the Colorado Department of Transportation Project identified below.

Project Number: BRO M870-008/24891

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on their behalf and on behalf of my firm. I further attest that:

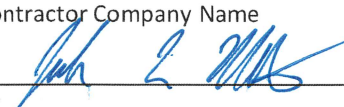
1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication, or agreement for the purpose or with the effect of restricting competition with any other firm or person who is a bidder or potential prime bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential prime bidder on this project and will not be so disclosed prior to bid opening.
3. Neither the prices nor the amount of the bid of any other firm or person who is a bidder or potential prime bidder on this project have been disclosed to me or my firm.
4. No attempt has been made to solicit, cause, or induce any firm or person who is a bidder or potential prime bidder to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or noncompetitive bid or other form of complementary bid.
5. No agreement has been promised or solicited for any other firm or person who is a bidder or potential prime bidder on this project to submit an intentionally high, noncompetitive, or other form of complementary bid on this project.
6. The bid of my firm is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any firm or person to submit any intentionally high, noncompetitive, or other form of complementary bid.
7. My firm has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit any intentionally high, noncompetitive or other form of complementary bid or agreeing or promising to do so on this project.
8. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting any intentionally high, noncompetitive, or other form of complementary bid, or agreeing or promising to do so, on this project.
9. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.
10. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from the Colorado Department of Transportation, of the true facts relating to submission of bids for this contract.

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

TLM Constructors, Inc.

Contractor Company Name

Second Company Name if Joint Venture

By 

By

Vice President

Title

Title

Date **5/11/2026**

Date

ABOUT OUR COMPANY

TLM Constructors LLC
3400 West 16th Street, Bldg. O
Greeley, CO 80633

Phone: 970-346-8323

Fax: 970-346-8324

jaedon@tlmconstructors.com

<https://tlmconstructors.com>

YEAR ESTABLISHED: 1991

NUMBER OF EMPLOYEES: 40

Qualifications:

CDOT Prequalification for \$10,000,000.00

ABOUT US:

Building Colorado's Future Since 1991

For more than three decades, TLM Constructors, Inc. has proudly served as a trusted regional contractor across northern and southern Colorado. As a family-owned and operated company, we've built our reputation on honesty, craftsmanship, and a commitment to delivering every project with exceptional quality and on-time performance.

From our headquarters in Greeley to our southern division in Swink, TLM Constructors brings local expertise and a hands-on, customer-focused approach to every job. Our team of approximately 40 highly skilled professionals is equipped with advanced technology, modern equipment, and industry-leading training—ensuring safety, precision, and efficiency on every project site.

At TLM Constructors, Inc., we don't just complete projects. We build relationships, strengthen communities, and deliver results you can count on.

PROJECT EXAMPLES

PROJECT NAME	DESCRIPTION	OWNER	DURATION	COST
Firestone WCR20 Over Coal Ridge Ditch Box Culvert Replacement	Remove Existing Bridge. Install 120 LF of precast 12x6 Box Culvert, Lower 140" of 6" Waterline, HMA Paving, Cast in Place Wing and Headwalls. Relocate Numerous Utilities	The Town of Firestone	3 Months	\$1,100,000.00
Weld County Bridge Maintenance Contract	We have held and Maintained the Weld County Maintenance Contract since 2020	Weld County	5 Years	Various Contract Sizes
PPRTA Bridge Maintenance Contract	This Contract is very similar to what we have been doing with our County Contract. We have held this contract since 2015	PPRTA	10 Years	\$2,000,000.00 + Annually
US85 Business Panel Replacement	Remove and Replace 650 Concrete Panels, 3,500 Tons of HMA, Bridge Rehab	CDOT	120 Days	\$5,850,000.00

ROLES AND RESPONSIBILITIES

NAME	TITLE	RESPONSIBILITIES
Aaron Mills	President	Business Management and Estimating
Jaedon Mills	Vice President of Operations	Project Management, Superintendent, Quality Control, Equipment Acquisition, Estimating
Wanda Weinreich	CFO	HR, Certified Payroll, Accounting
Kyle Casper	Project Manager	Project Management and Estimating
Harley Dellinger	General Superintendent	Project Management, Driving Projects, Constructing our Toughest Jobs
Jonie Myers	Project Engineer	Submittals, Sub Pay Apps, Estimating
Ross Allsworth	Superintendent	Running Projects
Brad Adams	Superintendent	Running Projects

REFERENCES

PAST AND PRESENT CLIENTS

Mike Bedell

Weld County

970-301-0780

Erich Green

Weld County

970-702-3867

Allen Wood

CDOT Region 4

970-350-2241

Karl Larson

CDOT Region 4

719-740-1052

Thomas Pike

JUB

970-829-7893

Jeff Meis

JUB

720-618-2148

Brandon Schissel

Atkins

319-400-1462

Brad Holmes

Rocksol

970-396-6787

Past Projects

Project 1 Name:

Brief Description: Us 85 Business

R&R 12,000 SY Concrete Pavement and Subgrade, Type 9 CA Barrier, Bridge Rehab, 5,00 Tons HMA

Contract Value: \$5,900,000.00

Client: CDOT **April 2025 to October 2025**

Contact Name: Allen Wood Title: CEPM II / Project Engineer

Phone: 970-350-2241 Email: allen.wood@state.co.us

Project 2 Name:

Brief Description: WCR 20 Over Coal Ridge Ditch

5x12 Precast CBC, Lower 6" Waterline, Grading, Excavation, Utility Relocation, Seeding, Paving

Contract Value: \$1,100,00.00

Client: Firestone **January 2025 to April 2025**

Contact Name: Thomas Pike JUB Title: Construction Manager

Phone: 970-829-7893 Email: tpike@jub.com

Project 3 Name:

Brief Description: Highway 50 Las Animas

ADA Ramps, Paving, Storm Drains, Man Holes, Drainage Pipe

Contract Value: \$6,600,000.00

Client: CDOT **April 2024 to May 2025**

Contact Name: Troy Branom Title: Project Engineer

Phone: 719-562-5568 Email: troy.branom@state.co.us

Proposed Subcontractors and Suppliers

Subcontractor

Loveland Barricade
Asphalt Specialties
Sage Creek Environmental
CCI Trenchless
Temple Construction
Ground Solutions

ARS

Suppliers

CMC
SRM
Bedrock Slingers/ Ground Solutions
Core and Main

Scope

Traffic Control, Striping, Signage
Asphalt
Erosion Control and Seeding
Install 24" Steel Casing
Bore 2" Water Line
Pot Holing

Subgrade stabilization

Supply

Rebar
Concrete
Aggregates
Water Line Parts

Prequalified Contractor List - 5/11/2026

Company Name	Limit	Phone Number	Expiration	Work Codes
Timber Wolf Excavating, LLC	Unlimited	(918) 355-7458	5/31/2026	02, 04, 06, 07, 08, 09, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 22
TLM Constructors, Inc.	\$20,000,000	(970) 346-8323	4/30/2027	01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 11, 12, 14, 18, 19, 22, 24
Tony J. Beltramo and Sons Incorporated	\$10,000,000	(719) 544-4744	1/31/2027	02, 04, 06, 18, 22, 24
Total Terrain, Incorporated	\$5,000,000	(719) 240-7915	4/30/2027	01, 02, 04, 05, 06, 10, 11, 12, 13, 14, 15, 18, 19, 22, 23, 24
Trace LLC	\$750,000	(918) 510-0210	6/30/2026	17, 20
Tricon Construction Company	\$3,000,000	(719) 339-2390	10/31/2026	02, 04, 15, 24
US Infra Rehab Services LLC	\$3,000,000	(740) 707-1991	2/28/2027	24
Vance Brothers, Inc.	\$15,000,000	(816) 923-4325	4/30/2027	05, 06, 07, 17, 18
Villalobos Concrete Inc.	Unlimited	(720) 872-2753	4/30/2027	02, 04, 05, 06, 08, 10, 12, 14, 15, 17, 18, 19
Vortex Lining Systems, LLC	Unlimited	(713) 750-9081	5/31/2026	01, 24
W.W. Clyde & Co.	Unlimited	(303) 790-9100	4/30/2027	01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 11, 17, 19, 22
Wagner Const. Inc. dba Wagner Place	Unlimited	7209542675	2/28/2027	02, 11, 22
Walsenburg Sand and Gravel Company	\$10,000,000	(719) 738-1883	1/31/2027	02, 04, 06, 07, 09, 11, 15, 18
WCA Construction, LLC	Unlimited	(970) 565-4527	2/28/2027	04, 08, 09, 10, 12, 22
Webber Infrastructure Management, Inc.	Unlimited	(713) 964-2800	3/31/2027	02, 13, 14, 15, 17, 18, 19
West Fork Construction LLC	\$5,000,000	(303) 502-0375	3/31/2027	02, 04, 09, 10, 11, 12, 13, 14, 19, 22
Western Plains Construction LLC	Unlimited	720-260-8768	3/31/2027	02, 05, 06, 08, 12, 18
Whitaker Construction Co. Inc.	Unlimited	(435) 723-2921	5/31/2026	02, 04, 06, 10, 12, 14, 15, 17, 22
Wicked Outlaw Construction LLC	\$100,000	(719) 360-0897	11/30/2026	12
Wild at Heart Investments LLC	\$5,000,000	(720) 475-0438	4/30/2027	02, 04, 05, 06, 11, 12, 18
Wildcat Construction Co., Inc.	Unlimited	(719) 550-1008	4/30/2027	02, 03, 05, 06, 07, 08, 09, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 22, 23
Work Zone Traffic Control, LLC	\$10,000,000	(719) 296-0222	5/31/2026	13, 17, 24
X Field Services LLC	\$3,000,000	(970) 629-2233	1/31/2027	04, 10, 11, 13, 14, 18, 19, 22, 24
Y & K Excavation, Inc	\$5,000,000	(719) 539-4108	2/28/2027	02, 04, 12, 15, 22, 23, 24
Zak Dirt Incorporated	Unlimited	(970) 535-4657	12/31/2026	01, 02, 03, 04, 05, 08, 09, 10, 11, 12, 18, 19, 21, 22

Entity Information

TLM CONSTRUCTORS, INC. • Active Registration

Unique Entity ID CAGE/NCAGE
LRU3BKMHDAY4 0GVC2

Expiration Date

Oct 30, 2026

Physical Address

**102 C ST
Swink, Colorado
81077-5012, United States**

Mailing Address

**PO Box 336638
Greeley, Colorado
80633, United States**

Purpose of Registration

All Awards

Version

Current Record ▼

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Status - Rnd</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
5	CLEARING AND GRUBBING	U	1.000	LS	10,450.00	10,450.00
10	REMOVAL OF TREE STUMP	U	2.000	EA	1,000.00	2,000.00
15	REMOVAL OF DITCH LINING	U	55.000	LF	35.00	1,925.00
20	REMOVAL OF PIPE	U	23.000	LF	310.00	7,130.00
25	REMOVAL OF ASPHALT MAT	U	625.000	SY	14.00	8,750.00
30	REMOVAL OF ASPHALT MAT (PLANING)	U	295.000	SY	12.00	3,540.00
35	REMOVAL OF BRIDGE	U	1.000	EA	16,500.00	16,500.00
40	REMOVAL OF CONCRETE FOOTING	U	2.000	EA	2,750.00	5,500.00
45	REMOVAL OF GUARDRAIL TYPE 3	U	121.000	LF	6.50	786.50
50	UNCLASSIFIED EXCAVATION (CIP)	U	83.000	CY	32.00	2,656.00
55	UNCLASSIFIED EXCAVATION (CIP) (BID ALT 1)	U	320.000	CY	32.00	10,240.00
60	STRUCTURE EXCAVATION	U	244.000	CY	32.00	7,808.00
65	STRUCTURE BACKFILL (CLASS 1)	U	244.000	CY	76.00	18,544.00
70	TOPSOIL (ONSITE)	U	1,750.000	CY	18.50	32,375.00
75	SILT FENCE	U	627.000	LF	1.50	940.50
80	AGGREGATE BAGS	U	200.000	LF	11.00	2,200.00
85	CONCRETE WASHOUT STRUCTURE	U	1.000	EA	3,675.00	3,675.00
90	VEHICLE TRACKING PAD	U	1.000	EA	2,725.00	2,725.00
95	SWEEPING (SEDIMENT REMOVAL)	U	8.000	HOURL	108.00	864.00
100	EROSION CONTROL MANAGEMENT	U	120.000	DAY	215.00	25,800.00
105	RESET MAILBOX	U	2.000	EA	450.00	900.00
110	SEEDING (NATIVE) DRILL	U	0.100	ACRE	1,640.00	164.00
115	SPRAY ON MULCH BLANKET	U	0.100	ACRE	1,200.00	120.00
120	AGGREGATE BASE COURSE (CLASS 6)	U	31.000	CY	115.00	3,565.00
125	HYDRATE LIME	U	16.000	TON	412.00	6,592.00
130	PROCESSING LIME TREATED SUBGRADE (12 INCH)	U	836.000	SY	18.00	15,048.00
135	HOT MIX ASPHALT (PATCHING) (ASPHALT)	U	20.000	TON	325.00	6,500.00
140	HOT MIX ASPHALT (GRADING S) (100) (PG 64-22)	U	280.000	TON	107.00	29,960.00
145	HOT MIX ASPHALT (GRADING SX) (100) (PG 76-28)	U	188.000	TON	152.00	28,576.00
150	RIPRAP	U	15.000	CY	230.00	3,450.00
155	CONCRETE SLOPE AND DITCH PAVEMENT (REINFORCED)	U	83.000	CY	415.00	34,445.00
160	PEDESTRIAN RAILING (54 INCH)	U	35.000	LF	400.00	14,000.00
165	WATERPROOFING (MEMBRANE)	U	118.000	SY	33.00	3,894.00
170	CONCRETE CLASS D (BOX CULVERT)	U	136.000	CY	800.00	108,800.00
175	REINFORCING STEEL (EPOXY COATED)	U	28,242.000	LB	2.00	56,484.00
180	GUARDRAIL TYPE 3 (31 INCH MIDWEST GUARDRAIL SYSTEM	U	213.000	LF	85.00	18,105.00
185	END ANCHORAGE TYPE 3K	U	1.000	EA	2,600.00	2,600.00
190	END ANCHORAGE (NONFLARED)	U	2.000	EA	4,000.00	8,000.00
195	FENCE (PLASTIC)	U	140.000	LF	5.25	735.00

05/11/2026
JM2633
*** Jaedon

13:43
MEAD CR34

BID TOTALS

<u>Bid Item</u>	<u>Description</u>	<u>Status - Rnd</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
200	FENCE (TEMPORARY)	U	877.000	LF	6.00	5,262.00
205	CONCRETE SIDEWALK (6 INCH)	U	28.000	SY	70.00	1,960.00
210	SIGN PANEL (CLASS I)	U	4.000	SF	16.00	64.00
215	STEEL SIGN SUPPORT (2-1/2 INCH ROUND NP-40) (POST	U	2.000	EA	382.00	764.00
220	WATERLINE (2")	U	1.000	LS	39,000.00	39,000.00
225	WATERLINE (SPECIAL) (12")	U	1.000	LS	204,000.00	204,000.00
230	SANITARY FACILITY	U	1.000	EA	3,000.00	3,000.00
235	CONSTRUCTION SURVEYING	U	1.000	LS	10,875.00	10,875.00
240	MOBILIZATION	U	1.000	LS	130,000.00	130,000.00
245	EPOXY PAVEMENT MARKING	U	460.000	LF	1.10	506.00
250	FLAGGING	U	8.000	HOUR	49.00	392.00
255	TRAFFIC CONTROL INSPECTION	U	140.000	DAY	163.00	22,820.00
260	TRAFFIC CONTROL MANAGEMENT	U	10.000	DAY	900.00	9,000.00
265	BARRICADE (TYPE 3 M-A) (TEMPORARY)	U	7.000	EA	325.00	2,275.00
270	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE A)	U	22.000	EA	160.00	3,520.00
275	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE B)	U	7.000	EA	190.00	1,330.00
280	CONSTRUCTION TRAFFIC SIGN (SPECIAL)	U	90.000	SF	11.00	990.00
285	PORTABLE MESSAGE SIGN PANEL	U	2.000	EA	8,750.00	17,500.00
290	F/A MINOR CONTRACT REVISIONS		1.000	FA		
295	F/A ON-THE-JOB TRAINING		1.000	FA		
300	F/A LANDSCAPING		1.000	FA		
305	F/A EROSION CONTROL		1.000	FA		
310	F/A HAZARDOUS WASTE DISPOSAL		1.000	FA		
315	F/A ENVIRONMENTAL HEALTH & SAFETY MANAGEMENT		1.000	FA		

Bid Total $\Rightarrow$ \$959,605.00



Agenda Item Summary

Agenda Date: 7/27/2026

Subject: Resolution No. 50-R-2026 – A Resolution of the Town of Mead, Colorado, Approving Change Order No. 4 to the Agreement for Professional Services Between the Town of Mead and Infusion Architects, LLC for Services Related to the Mead Police Facility (Project No. 2025-005)

Presented by: Erika Rasmussen, Town Engineer / Public Works Director

Summary:

The Town of Mead (the “Town”) previously entered into an Agreement for Professional Services with Infusion Architects, LLC dated July 24, 2025 (the “Agreement”) for architectural and engineering design services related to the Town Police Facility (Project No. 2025-005) (the “Project”). Phase 1 of the Project was completed in early 2026, and the Town entered into a First Amendment to the Agreement to extend the term of the Agreement to December 31, 2026, and to establish a not-to-exceed amount of \$420,736.26 for Phase 2 of the Project (the “Phase 2 NTE Amount”). The Town subsequently entered into Change Order No. 2 to increase the Phase 2 NTE Amount by \$26,000.00 to accommodate an increase in building size from 12,000 square feet to 20,000 square feet (for a total Phase 2 NTE Amount of \$446,736.26) and Change Order No. 3 to add certain technology and audio/visual design and coordination into the Project scope. Change Order No. 3 increased the Phase 2 NTE Amount by an additional \$30,000.00.

Town staff recommends entering into another change order with Infusion Architects, LLC (the “Contractor”) to add certain construction administration services (“Change Order No. 4”). Construction administration services will include:

- Review of contractor and subcontractor submittals and shop drawings for general conformance with the design intent.
- Responses to request for information (RFI’s) during construction.
- Attendance at site visits and OAC (Owner-Architect-Contractor) coordination.
- Preparation of field reports following site visits.
- Participation in substantial completion and, where applicable, one-year warranty walk-throughs.

Change Order No. 4 increases the Phase 2 NTE Amount by \$135,600.00 to a total of \$612,336.26. Staff recommends that the Board of Trustees proceed to approve Resolution No. 50-R-2026 (the “Resolution”). The Resolution: (a) approves Change Order No. 4; (b) authorizes the Town Attorney in cooperation with the Town Manager to make any non-material changes as may be necessary to Change Order No. 4 that do not increase the Town’s obligations; and (c) authorizes the Town Manager to execute Change Order No. 4 on behalf of the Town when in final form.

Financial Considerations:

As stated above, Change Order No. 4 increases the Phase 2 NTE Amount by \$135,600.00 to a total of \$612,336.26. Funds sufficient to cover the increased NTE Amount (as set forth in Change Order No. 4) are available in the approved 2026 Budget, including but not limited to funds available in the Municipal Facilities Impact Fund.

Change In Contract Price:

		Total Contract Change Amount (Phase 2)	% of Original Contract
<i>First Amendment (Phase 2)</i>		\$420,736.26	
<i>Change Order No. 2</i>	<i>Additional SF Phase 2</i>	\$26,000.00	\$26,000.00 6.18%
<i>Change Order No. 3</i>	<i>Add Technology & AV Coordination</i>	\$30,000.00	\$30,000.00 7.13%
<i>Change Order No. 4</i>	<i>Construction Administration Services</i>	\$135,600.00	32.23%
ADJUSTED CONTRACT COST		\$612,336.26	45.54%

Staff Recommendation / Actions Required:

A motion to approve the July 27, 2026, consent agenda will approve the Resolution, approving Change Order No. 4 for construction administration services and delegating authority to the Town Manager to execute Change Order No. 4 on behalf of the Town once in final form. If this item is pulled off the consent for further discussion or questions, Staff recommends the following motion.

Suggested Motion:

"I move to approve Resolution 50-R-2026, A Resolution of the Town of Mead, Colorado, Approving Change Order No. 4 to the Agreement for Professional Services Between the Town of Mead and Infusion Architects, LLC for Services Related to the Mead Police Facility (Project No. 2025-005)."

Attachments:

1. Resolution No. 50-R-2026
2. Exhibit 1 - Infusion Architects, Change Order 4

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 50-R-2026**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING CHANGE
ORDER NO. 4 TO THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
THE TOWN OF MEAD AND INFUSION ARCHITECTS, LLC FOR SERVICES
RELATED TO THE MEAD POLICE FACILITY (PROJECT NO. 2025-005)**

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

WHEREAS, the Town previously entered into that certain Agreement for Professional Services dated July 24, 2025, as amended by that certain First Amendment to the Agreement for Professional Services and Change Orders Nos. 1, 2 and 3 (together, the “Agreement”) with Infusion Architects, LLC (the “Contractor”) for certain services related to the Mead Police Facility (Project No. 2025-005) (the “Project”); and

WHEREAS, the Town has requested that Contractor provide additional services related to Phase 2 of the Project, specifically certain construction administration services (the “Additional Services”); and

WHEREAS, the cost of the Additional Services will total One Hundred Thirty-Five Thousand Six Hundred and 00/100 Dollars (\$135,600.00); and

WHEREAS, the Town desires to amend the Agreement by change order to increase the Not-to-Exceed Amount for Phase 2 of the Project from Four Hundred Seventy-Six Thousand Seven Hundred Thirty-Six and 26/100 Dollars (\$476,736.26) to Six Hundred Twelve Thousand Three Hundred Thirty-Six and 26/100 Dollars (\$612,336.26) (“Change Order No. 4”); and

WHEREAS, the Board of Trustees desires to approve Change Order No. 4 and further desires to delegate authority to the Town Manager to execute Change Order No. 4 on behalf of the Town when in final form.

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

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

Section 2. The Board of Trustees hereby: (a) approves Change Order No. 4 in substantially the same form as attached hereto and incorporated herein as **Exhibit 1**; (b) authorizes the Town Attorney in cooperation with the Town Manager to make any non-material changes as may be necessary to Change Order No. 4 that do not increase the Town’s obligations; and (c) authorizes the Town Manager to execute Change Order No. 4 on behalf of the Town when in final form.

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

Section 4. 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 27TH DAY OF JULY 2026.

ATTEST:

TOWN OF MEAD:

By: _____
Mary E. Strutt, Town Clerk

By: _____
Colleen G. Whitlow, Mayor

EXHIBIT 1
CHANGE ORDER NO. 4

CHANGE ORDER



PROJECT NAME: Mead Police Facility – Architectural and Engineering Design Services
PROJECT NUMBER: 2025-005
CHANGE ORDER #: 4
CONTRACTOR: Infusion Architects, LLC
CONTRACT DATE: July 24, 2025

REASON FOR AND DESCRIPTION OF CHANGE

	Additional Services for Construction Administration. This proposal is to provide additional architectural and consulting engineering services for the Construction Administration (CA) phase of the proposed Project. Listed below in detail the scope of work.	\$135,600.00
Item #1	Review of contractor and subcontractor submittals and shop drawings for general conformance with the design intent.	
Item #2	Responses to request for information (RFI's) during construction.	
Item #3	Attendance at site visits and OAC (Owner-Architect-Contractor) coordination	
Item #4	Preparation of field reports following site visits.	
Item #5	Participation in substantial completion and, where applicable, one-year warranty walk-throughs.	
TOTAL		\$135,600.00

CHANGES TO CONTRACT

Change In Contract Price:			
	Total Contract (Phase 2)	Change Amount	% of Original Contract
First Amendment (Phase 2)	\$420,736.26		
Change Order #2	\$26,000.00	\$26,000.00	6.18%
Change Order #3	\$30,000.00	\$30,000.00	7.13%
Change Order #4	\$135,600.00	\$135,600.00	32.23%
ADJUSTED CONTRACT COST	\$ 612,336.26	\$191,600.00	45.54 %

ACCEPTANCE

ACCEPTED BY: _____
Contractor's Representative

DATE: _____

REVIEWED BY: _____
Construction Manager

DATE: _____

APPROVED BY: _____
Town Representative

DATE: _____

APPROVED BY: _____
Town Manager

DATE: _____

APPROVED BY: _____
Other

DATE: _____

Exhibit A

- **Scope of Work**
 - Infusion Architects, together with our structural, civil, mechanical/electrical/plumbing, landscape architecture, and interior design consultants, will provide Construction Administration (CA) services for the Project, including:
 - Review of contractor and subcontractor submittals and shop drawings for general conformance with the design intent.
 - Responses to Requests for Information (RFIs) during construction.
 - Attendance at site visits and OAC (Owner-Architect-Contractor) coordination meetings, as allocated below.
 - Preparation of field reports following site visits.
 - Participation in Substantial Completion and, where applicable, one-year warranty walk-throughs.
- **Number of Site Visits per Consultant**

▪ Architecture:	25
▪ Structural Engineering:	3
▪ Civil Engineering:	3
▪ Mechanical / Electrical / Plumbing:	2 per discipline
▪ Landscape Architecture:	3
▪ Interior Design:	2

 - Site visits beyond the allocations shown above may be requested in writing and will be billed as Additional Services in accordance with the applicable consultant's hourly rate schedule.
- **Assumptions**
 - Construction will proceed as a single package, with all consultants submitting drawings at the same time (no early foundation or separate bid packages).
 - The Client will provide Infusion Architects and its consultants with timely access to the site and to information needed to perform the services described above.
 - If the size, scope, or schedule of the Project changes significantly, Infusion Architects and its consultants reserve the right to adjust this fee.
- **Exclusions**
 - Record Document / As-Built drawing preparation.
 - Commissioning of MEP systems.
 - Materials testing or third-party special inspections.
 - Full-time or continuous on-site construction observation.
 - Site visits in excess of the allocations listed above.
 - Any task not specifically included in this proposal.
- **Fee Proposal**
 - Our proposed Fixed Fee for Construction Administration services described above, inclusive of architecture and all consulting engineering and design disciplines, is as follows:

- **Total Proposed Fixed Fee:** **\$135,600**

Service Proposal

Date: 7/10/2026

To: Erika Rasmussen
Town of Mead
[Insert Address]
Mead, CO [Insert Zip]

Re: Mead Police Facility
Mead, CO
Additional Services Proposal for Construction Administration

We are pleased to submit this proposal to provide additional architectural and consulting engineering services for the Construction Administration (CA) phase of the Proposed Project. The following is a summary of the Scope of Work, as we understand it:

- Scope of Work
 - Infusion Architects, together with our structural, civil, mechanical/electrical/plumbing, landscape architecture, and interior design consultants, will provide Construction Administration (CA) services for the Project, including:
 - Review of contractor and subcontractor submittals and shop drawings for general conformance with the design intent.
 - Responses to Requests for Information (RFIs) during construction.
 - Attendance at site visits and OAC (Owner-Architect-Contractor) coordination meetings, as allocated below.
 - Preparation of field reports following site visits.
 - Participation in Substantial Completion and, where applicable, one-year warranty walk-throughs.
- Number of Site Visits per Consultant

▪ Architecture:	25
▪ Structural Engineering:	3
▪ Civil Engineering:	3
▪ Mechanical / Electrical / Plumbing:	2 per discipline
▪ Landscape Architecture:	3
▪ Interior Design:	2

 - Site visits beyond the allocations shown above may be requested in writing and will be billed as Additional Services in accordance with the applicable consultant's hourly rate schedule.
- Assumptions
 - Construction will proceed as a single package, with all consultants submitting drawings at the same time (no early foundation or separate bid packages).

infusion
ARCHITECTS

- Page 222 of 251



Agenda Item Summary

Agenda Date: 7/27/2026

Subject: Resolution No. 51-R-2026 – A Resolution of the Town of Mead, Colorado, Granting Final Acceptance of Certain Off-Site Sanitary Sewer Improvements of the Range View Estates Subdivision Development

Presented by: Erika Rasmussen, Town Engineer / Public Works Director

Summary:

Range View Estates, LLC (the “Developer”) has requested final acceptance of the off-site sanitary sewer improvements associated with the Range View Estates Subdivision development, specifically the installation of off-site sanitary sewer piping and manholes as described in the Subdivision Improvement Agreement for Range View Estates Final Plat between Developer and Town, recorded with the Weld County Clerk and Recorder on April 2, 2021, at Rec. No. 4700507 (collectively, the “Improvements”). The Town granted conditional acceptance of the Improvements by Resolution No. 37-R-2023 on May 30, 2023, and the two-year warranty period for the Improvements has been completed in accordance with Town requirements. In July 2026, town staff completed a final punch list walk-through; any deficiencies have been corrected. The Town is the sanitary sewer service provider for the Range View Estates Subdivision and will become the owner of the Improvements upon final acceptance.

Resolution No. 51-R-2026 (the “Resolution”) issues final acceptance of the Improvements, accepts Town ownership and ongoing maintenance of the Improvements, and authorizes the release of warranty collateral currently posted with the Town to secure the completion of the Improvements. Staff recommends granting final acceptance of the Improvements as they have been completed and maintained to applicable Town standards.

Financial Considerations:

No financial considerations are associated with this request.

Staff Recommendation / Actions Required:

Staff recommends the Board of Trustees approves the Resolution, thereby granting final acceptance of the Improvements.

A motion to approve the July 27, 2026, consent agenda will approve the Resolution. If this item is pulled off of consent for further discussion or questions, staff recommends the following motion.

Suggested Motion:

“I move to approve Resolution 51-R-2026, A Resolution of the Town of Mead, Colorado, Granting Final Acceptance of Certain Off-Site Sanitary Sewer Improvements of the Range View Estates Subdivision Development”.

Attachments:

1. Resolution No. 51-R-2026
2. Exhibit A - Notice of Final Acceptance, Range View Estates Subdivision

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 51-R-2026**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO,
GRANTING FINAL ACCEPTANCE OF CERTAIN OFF-SITE SANITARY
SEWER IMPROVEMENTS OF THE RANGE VIEW ESTATES SUBDIVISION
DEVELOPMENT**

WHEREAS, Range View Estates, LLC, a Colorado limited liability company (“Developer”), has caused the completion of certain off-site sanitary sewer improvements (the “Improvements”), benefitting the Range View Estates Subdivision, Amendment No. 1 Final Plat (“Development”); and

WHEREAS, the Improvements are identified in that certain Subdivision Improvement Agreement, recorded on April 2, 2021, at Reception No. 4700507 in the Weld County property records (“SIA”), and the final construction plans for the Development, as approved by the Town; and

WHEREAS, the Town of Mead, Colorado (“Town”) conditionally accepted the Improvements by Resolution 37-R-2023 dated May 30, 2023; and

WHEREAS, in accordance with the SIA, the two-year warranty period for the Improvements has been completed, and the Developer has requested that the Town issue final acceptance of the Improvements; and

WHEREAS, the Town Engineer has reviewed the Improvements, has found the same to be in compliance with the requirements of the *Town of Mead Design Standards and Construction Specifications* (the “Standards and Specifications”), and has found the same to be in good repair following the completion of the two-year warranty period as set forth and confirmed in the proposed letter from the Town to Developer dated July 28, 2026, a copy of which is attached to this Resolution as **Exhibit A** and incorporated by reference; and

WHEREAS, the Town Engineer therefore recommends final acceptance of the Improvements, effective July 27, 2026; and

WHEREAS, the Town is the sanitary sewer service provider for the Development and will own and maintain the Improvements upon final acceptance; and

WHEREAS, Section 202.9 of the Standards and Specifications states, in relevant part, that “[i]f the public improvements completed by the developer are satisfactory, the Town shall grant final acceptance by a resolution of the Board of Trustees.”; and

WHEREAS, the Board of Trustees desires to grant final acceptance of the Improvements.

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

Section 1. Final Acceptance of Improvements. The Board of Trustees, on behalf of the Town of Mead, hereby grants final acceptance of the Improvements identified in this

Resolution. Town Staff shall be authorized to finalize and send the July 28, 2026, Notice of Final Acceptance to Developer, in substantially the form attached to this Resolution as **Exhibit A**.

Section 2. Release of Security. The Board of Trustees hereby authorizes the release of warranty security guaranteeing the Improvements through the two-year warranty period, specifically Irrevocable Letter of Credit No. 33118 in the amount of \$79,632.75, issued by Points West Community Bank on April 19, 2023 and having an expiration date of April 19, 2027.

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

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

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 27TH DAY OF JULY 2026.

ATTEST:

TOWN OF MEAD

By: _____
Mary E. Strutt, Town Clerk

By: _____
Colleen G. Whitlow, Mayor

EXHIBIT A
NOTICE OF FINAL ACCEPTANCE

[Attached.]



SENT VIA EMAIL to: jon@hillsidecommercialgroup.com

July 27, 2026

Mr. Jon Turner, Manager
Range View Estates LLC
6355 Fairgrounds Avenue, Suite 300
Windsor, Colorado 80550

RE: Range View Estates Subdivision Development
Notice of Final Acceptance of Off-Site Sanitary Sewer Improvements

Dear Mr. Turner,

The Town of Mead Staff has been working with you and your team to complete walk-through and inspections of the off-site sanitary sewer improvements constructed as part of the Range View Estates Subdivision development, with the objective of granting Final Acceptance of these improvements.

As of July 27, 2026, the Town has observed the condition of the off-site sanitary sewer improvements and deems those improvements to be in satisfactory condition and compatible with the requirements of Final Acceptance.

This letter, and the attached Resolution **51-R-2026**, memorializes the Final Acceptance of off-site sanitary sewer improvements completed as part of the aforementioned development by the Town of Mead, and officially terminates the warranty period. The attached letter, requesting termination of the Letter of Credit No. 33118, issued by Points West Community Bank ("Issuer"), will be mailed to the Issuer's office along with the original letter of credit.

Please contact me if you have any questions.

Sincerely,

Erika Rasmussen, P.E.
Town Engineer



Agenda Item Summary

Agenda Date: 7/27/2026

Subject: Ordinance No. 1113 - An Ordinance of the Town of Mead, Colorado, Approving a Zoning Designation of Public Facilities (PF) for Town-Owned Property Known as the Valdez Annexation

Presented by: Lauren Rice , Planner I

Summary:

This Agenda Item Summary ("AIS") has been prepared for the proposed initial zoning designation of the Valdez Annexation Property, as more particularly described in Ordinance No. 1113 ("Property") as Public Facilities (PF). The Property is owned entirely by the Town of Mead and includes approximately 1.472 acres located at the southwest corner of State Highway 66 and WCR 7.

Staff recommends that the Board of Trustees approve the initial zoning designation as Public Facilities (PF).

DETAIL OF REQUEST

Applicant(s): Town of Mead
Property Owner(s): Town of Mead
Property Location: Southwest corner of State Highway 66 and Weld County Road 7 (Third St.)
Current Zoning (Weld County): Agricultural
Proposed Zoning (Mead): Public Facility (PF) Zoning District
Comp. Plan Designation: Mixed Use – Residential/Commercial (MU-RC)
Surrounding Land Uses:
North: State Highway 66 Right-of-Way and undeveloped land zoned Highway Commercial (HC) within the Town of Mead.
East: Ariet's Grove/Kiteley Ranch – Undeveloped and recently approved for annexation to the Town of Mead and zoning of Planning Unit Development (PUD).
South: Liberty Ranch – undeveloped land with oil and gas facilities zoned General Commercial (GC) in the Town of Mead.
West: Weld County Road 7 Right-of-Way.

OVERVIEW

Pursuant to C.R.S. § 31-12-115(2), annexed property must be assigned an initial zoning designation and incorporated into the Town's official zoning map within ninety (90) days after the effective date of the annexation ordinance. The municipality may adopt the property's zoning ordinance before the annexation becomes effective, provided that it adopts the annexation ordinance first. The Town adopted Ordinance No. 1107, approving the annexation of the Property, on June 8, 2026 ("Annexation"). Staff has confirmed that the Annexation is not yet effective. The remaining state law requirements necessary for the annexation to become effective, including recordation of the annexation map and ordinance, are expected to be

completed within the next several days.

Mead Municipal Code (“MMC”) Section 16-3-160 requires that the Planning Commission and the Board hold hearings on the proposed initial zoning designation. On July 15, 2026, the Planning Commission approved Resolution No. 05-PC-2026, recommending that the Board of Trustees approve the initial zoning designation of Public Facilities (PF) for the Property, which Resolution No. 05-PC-2026 is attached hereto.

Staff recommends zoning the Property as Public Facilities (PF), as the Property is Town-owned and intended for municipal or other public use. Approval of Ordinance No. 1113 will establish the Property’s initial zoning designation as Public Facilities (PF).

REVIEW CRITERIA ANALYSIS

Initial Zoning Designation Review Criteria, MMC Section 16-3-160(e)

The initial zoning designation is subject to review against the following criteria set forth in Section 16-3-160(e) of the MMC. Only one (1) of the following criteria must be met for the initial zoning of the Property:

1. To correct a manifest error in an ordinance establishing the zoning for a specific property;
2. To rezone an area or extend the boundary of an existing district because of changed or changing conditions in a particular area or in the Town generally;
3. The land to be rezoned was zoned in error and as presently zoned is inconsistent with the policies and goals of the Comprehensive Plan;
4. The proposed rezoning is necessary to provide land for a community-related use that was not anticipated at the time of the adoption of the Comprehensive Plan, and the rezoning will be consistent with the policies and goals of the Comprehensive Plan;
5. The area requested for rezoning has changed or is changing to such a degree that it is in the public interest to encourage development or redevelopment of the area; or
6. A rezoning to Planned Unit Development overlay district is requested to encourage innovative and creative design and to promote a mix of land uses in the development.

The zoning request meets criterion #2 and criterion #4 above, shown in bold text.

The Property is generally designated by the Town of Mead’s Comprehensive Plan as being appropriate for Mixed-Use – Residential/Commercial (MU-RC) and as a portion of the Highway 66 corridor which is not designated with a future land use. The Initial Zoning for the property is proposed as Public Facilities (PF). Pursuant to C.R.S. § 31-12-115(2), the Property must be brought under the Town’s zoning ordinance and map within ninety days after the effective date of the annexation ordinance. The proposed Public Facilities (PF) zoning is appropriate because the Property will be used for a public purpose and is consistent with the goals and policies of the Comprehensive Plan by providing land for a community-related use that was not anticipated at the time the Comprehensive Plan was adopted.

Financial Considerations:

None

Staff Recommendation / Actions Required:

The Board of Trustees may approve or deny the initial zoning designation via Ordinance No. 1113. Staff recommends that the Board of Trustees approves the Ordinance, establishing the initial zoning of the Property as Public Facilities (PF) via the suggested motion listed below.

Suggested motion:

"I move to approve Ordinance No. 1113, An Ordinance of the Town of Mead, Colorado, Approving the Initial Zoning Designation of Public Facilities (PF) for the Town-Owned Property Known as the Valdez Annexation."

Attachments:

1. Ordinance No. 1113
2. Exhibit 1 - Valdez Annexation Map

**TOWN OF MEAD, COLORADO
ORDINANCE NO. 1113**

**AN ORDINANCE OF THE TOWN OF MEAD, COLORADO, APPROVING THE
INITIAL ZONING DESIGNATION OF PUBLIC FACILITIES (PF) FOR THE
TOWN-OWNED PROPERTY KNOWN AS THE VALDEZ ANNEXATION**

WHEREAS, the Town of Mead ("Town") is a statutory town, duly organized and existing under the laws of the State of Colorado; and

WHEREAS, on Monday, June 8, 2026, the Board of Trustees of the Town of Mead adopted Ordinance No. 1107 ("Annexation Ordinance") approving the annexation of the Valdez Annexation parcel, as more particularly described in **Exhibit 1** attached hereto and incorporated herein by reference ("Property"), into the Town; and

WHEREAS, as required by C.R.S. § 31-12-115(2), property annexed to the Town must be zoned pursuant to the Town's zoning regulations within ninety (90) days after the effective date of the Annexation Ordinance; and

WHEREAS, at a public hearing held and concluded on July 27, 2026, the Board of Trustees considered establishing the initial zoning for the Property under Section 16-3-160 of the *Mead Municipal Code* ("MMC"); and

WHEREAS, the Town Planning Commission ("Planning Commission") considered the proposed initial zoning of the Property at a duly noticed public hearing held on Wednesday, July 15, 2026, and adopted Resolution No. 05-PC-2026 recommending approval of the initial zoning of the Property, which resolution has been provided to the Board of Trustees; and

WHEREAS, public notice has been properly given of the proposed initial zoning of the Property by publication in the *Longmont Times-Call*, a newspaper of general circulation within the Town, and by posting of the Property, in accordance with applicable requirements of the MMC; and

WHEREAS, the Board of Trustees held a public hearing on the proposed initial zoning of the Property on July 27, 2026, at which time evidence and testimony were presented to the Board of Trustees concerning the proposed initial Public Facilities (PF) zoning of the Property; and

WHEREAS, the administrative record for this case includes, but is not limited to, the Town Comprehensive Plan and all other applicable ordinances, resolutions and regulations of the Town, together with all Town policies that relate to the subject matter of the public hearing, reports, studies and all other submittals of the Town, any evidence or correspondence submitted by members of the public at the public hearing, the Annexation Ordinance and the staff files and reports of the Town's Community Development Director or Community Development Department pertaining to this application; and

WHEREAS, pursuant to Article 23 of Title 31, C.R.S., as amended, Board of Trustees has determined that the proposed establishment of zoning of the Property, subject to the conditions set forth herein, furthers the public health, safety, convenience and general welfare of the

community; conforms with the Town's Comprehensive Plan, constituting the community's three-mile plan, as amended and updated; is compatible with surrounding uses; and otherwise meets the applicable criteria set forth in the MMC.

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. Initial Zoning of Property Approved. The Board of Trustees hereby grants and approves the initial zoning of the Property as Public Facilities (PF) under the MMC, as more specifically shown in the Valdez Annexation Map as **Exhibit 1**.

Section 3. Direction to Town Staff. In accordance with Section 16-3-160(g) of the MMC, the Official Zoning Map of the Town of Mead shall be amended to conform to and reflect the Property's PF zoning. Town staff is directed to change the zoning of the Property on the Town's Official Zoning Map and to make any technical corrections the Official Zoning map necessitated by the initial zoning of the Property established by this Ordinance.

Section 4. Severability. If any article, section, paragraph, sentence, clause or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

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

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

Section 7. 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 27TH DAY OF JULY 2026.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

Exhibit 1
Valdez Annexation Map

[Attached]

ANNEXATION MAP

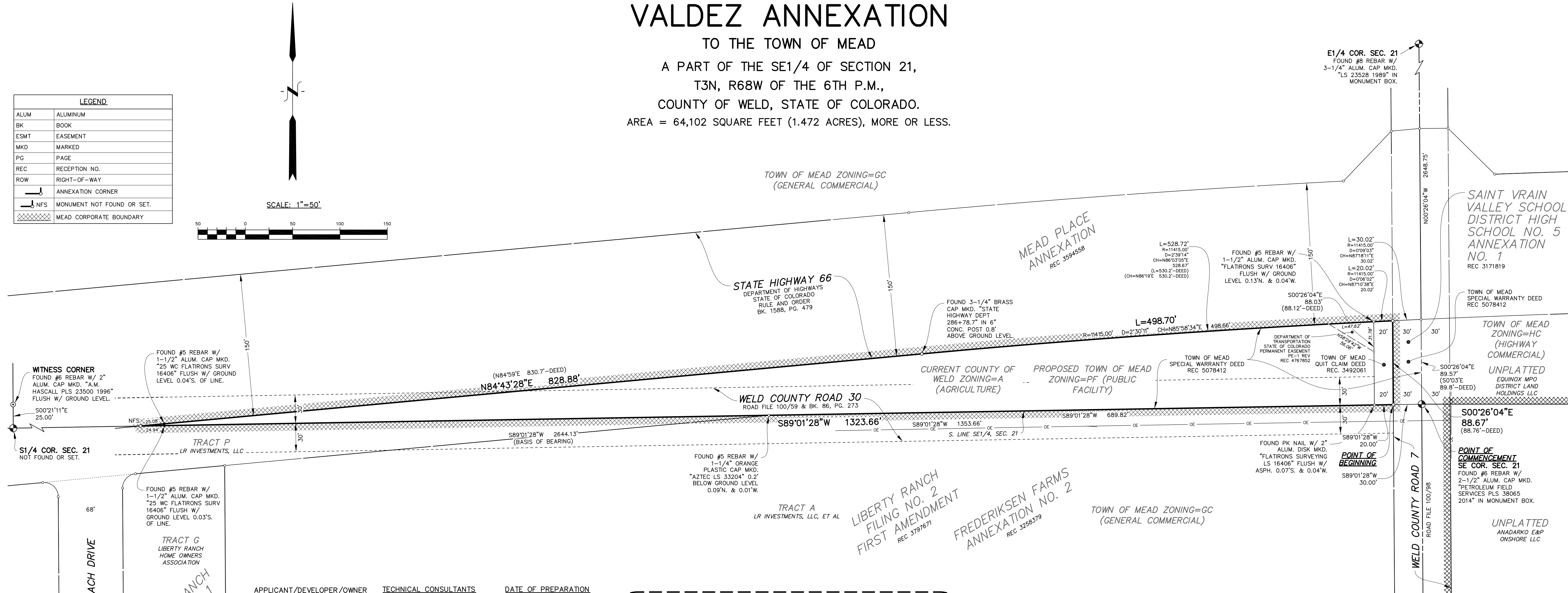
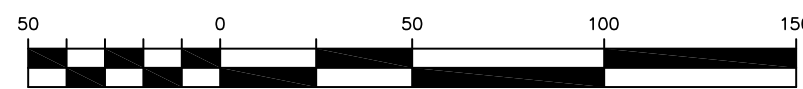
VALDEZ ANNEXATION

TO THE TOWN OF MEAD

A PART OF THE SE1/4 OF SECTION 21,
T3N, R68W OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO.
AREA = 64,102 SQUARE FEET (1.472 ACRES), MORE OR LESS.

LEGEND	
ALUM	ALUMINUM
BK	BOOK
ESMT	EASEMENT
MKD	MARKED
PG	PAGE
REC	RECEPTION NO.
ROW	RIGHT-OF-WAY
	ANNEXATION CORNER
	MONUMENT NOT FOUND OR SET.
	MEAD CORPORATE BOUNDARY

SCALE: 1"=50'



APPLICANT/DEVELOPER/OWNER

TOWN OF MEAD
441 THIRD STREET
MEAD, CO 80524
(970) 805-4192
ATTN: TODD BJERKAAS
TBJerkaas@townofmead.org

TECHNICAL CONSULTANTS

CIVILARTS
1500 KANSAS AVE., SUITE 2-E
LONGMONT, CO 80501
(303) 682-1131
ATTN: FRANK N. DREXEL, PLS
fdrexel@civilarts.us

DATE OF PREPARATION

MARCH 19, 2026

DATE OF REVISION

MAY 21, 2026

CERTIFICATE OF OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS, THAT THE TOWN OF MEAD, COLORADO, BEING THE SOLE OWNER AND PROPRIETOR OF THE FOLLOWING DESCRIBED LAND, TO WIT:

A TRACT OF LAND LOCATED IN THE SE1/4 OF SECTION 21, T3N, R68W OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 21, FROM WHICH THE S1/4 CORNER OF SAID SECTION 21 BEARS S89°01'28"W, 2644.13 FEET (BASIS OF BEARING), THENCE S89°01'28"W, 30.00 FEET ALONG THE SOUTH LINE OF THE SE1/4 OF SAID SECTION 21 TO THE WESTERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 7 AND THE POINT OF BEGINNING;

THENCE CONTINUING S89°01'28"W, 1323.66 FEET ALONG THE SOUTH LINE OF THE SE1/4 OF SAID SECTION 21 AND ALONG THE NORTHERLY CORPORATE BOUNDARY OF TOWN OF MEAD, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 66 AS CONVEYED TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO, AS DESCRIBED IN RULE AND ORDER RECORDED JULY 10, 1961, IN BOOK 1588 AT PAGE 479 OF THE RECORDS OF WELD COUNTY, COLORADO;

THENCE N84°43'28"E, 828.88 FEET ALONG THE SOUTHERLY LINE OF SAID STATE HIGHWAY 66 AND ALONG THE SOUTHERLY CORPORATE BOUNDARY OF TOWN OF MEAD TO A POINT OF CURVE TO THE RIGHT;

THENCE EASTERLY, 498.70 FEET ALONG THE ARC OF SAID CURVE, ALONG THE SOUTHERLY LINE OF SAID STATE HIGHWAY 66, AND ALONG THE SOUTHERLY CORPORATE BOUNDARY OF TOWN OF MEAD TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID WELD COUNTY ROAD 7, SAID ARC HAVING A RADIUS OF 11415.00 FEET, A CENTRAL ANGLE OF 2°30'11", AND BEING SUBTENDED BY A CHORD THAT BEARS N85°58'34"E, 498.66 FEET;

THENCE S0°26'04"E, 88.67 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID WELD COUNTY ROAD 7 AND ALONG THE WESTERLY CORPORATE BOUNDARY OF TOWN OF MEAD TO THE POINT OF BEGINNING.

AREA = 64,102 SQUARE FEET (1.472 ACRES), MORE OR LESS.

HAVE CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE ANNEXED UNDER THE NAME VALDEZ ANNEXATION TO THE TOWN OF MEAD.

TOWN OF MEAD

BY: _____
MAYOR

CERTIFICATE OF OWNERSHIP (CON'T)

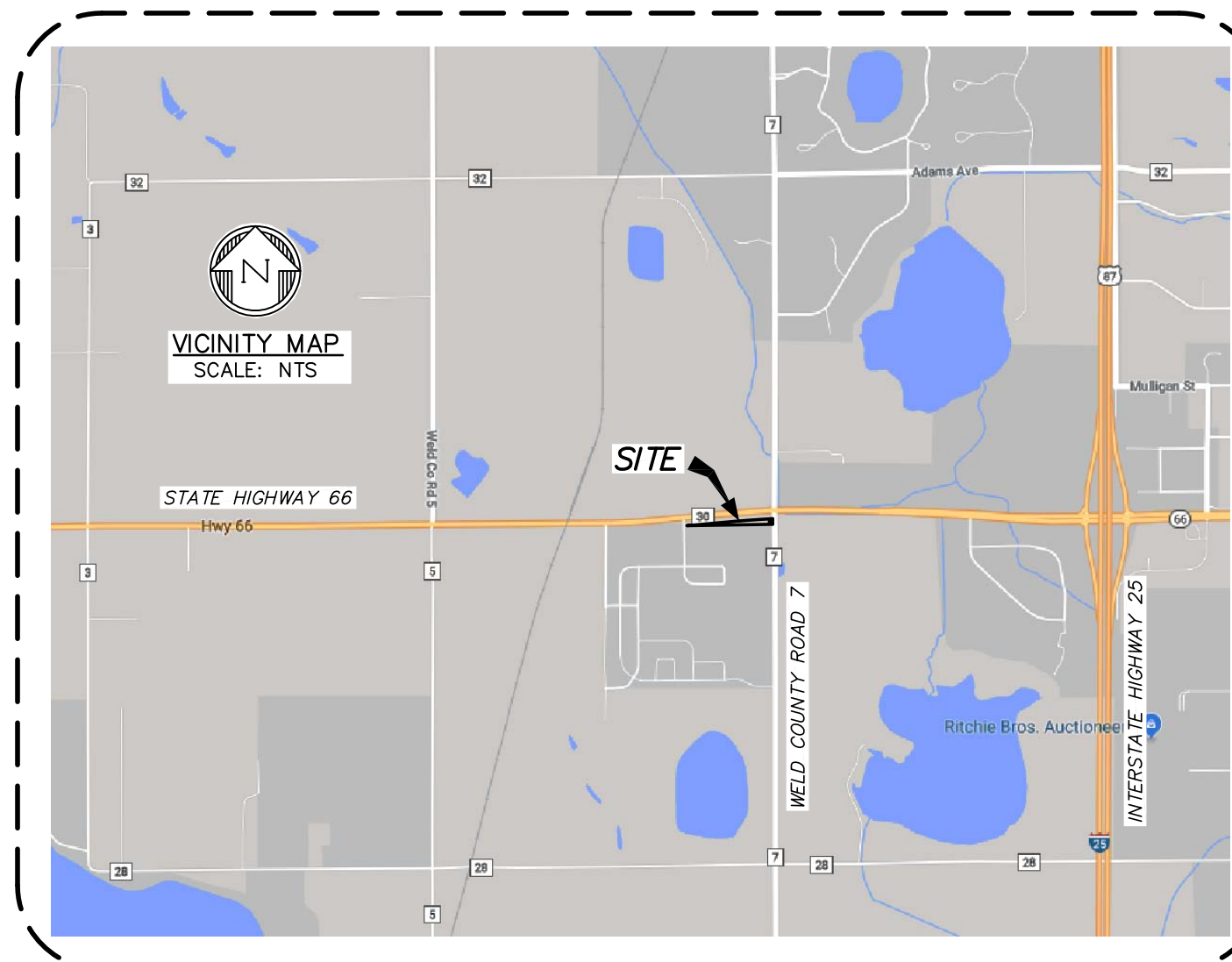
STATE OF COLORADO)
COUNTY OF WELD) SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS DAY OF _____, A.D., 2026, BY COLLEEN G. WHITLOW AS MAYOR FOR TOWN OF MEAD, COLORADO.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES



CONTIGUITY	
TOTAL PERIMETER OF AREA TO BE ANNEXED	2,739.91 FEET
CONTIGUITY WITH EXISTING CITY LIMITS	2,739.91 FEET
MINIMUM ALLOWABLE CONTIGUITY (1/6 TOTAL PERIMETER)	456.66 FEET
CONTIGUITY EXCEEDING 1/6 MINIMUM REQUIREMENT	2,283.25 FEET
AREA OF ANNEXATION	1.472 ACRES ±

ZONING	
EXISTING WELD COUNTY ZONING	AGRICULTURE A
PROPOSED TOWN OF MEAD ZONING	PUBLIC FACILITY PF

NOTES

- BEARINGS SHOWN ON THIS MAP ARE BASED ON THE ASSUMPTION THAT THE SOUTH LINE OF THE SE1/4 OF SECTION 21, T3N, R68W OF THE 6TH P.M., BEARS S89°01'28"W AS MONUMENTED AND SHOWN HEREON.
- THIS MAP WAS PREPARED EXCLUSIVELY FOR ANNEXATION PURPOSES AND IS NOT A LAND SURVEY PLAT ACCORDING TO COLORADO STATUTES.
- RECORDED EASEMENTS AND RIGHTS-OF-WAY, IF ANY, ARE SHOWN ON THIS PLAT AS DISCLOSED IN LAND TITLE GUARANTEE COMPANY POLICY NO. 0Y25216163.29818199, DATED JANUARY 21, 2026. NO ADDITIONAL RESEARCH WAS COMPLETED.
- NO APPARENT EASEMENTS AND RIGHTS-OF-WAY ARE SHOWN ON THIS MAP. NO ADDITIONAL RESEARCH WAS COMPLETED.
- ACCORDING TO WELD COUNTY ROAD FILE 100/59, A RIGHT-OF-WAY FOR WELD COUNTY ROAD 30 WAS CREATED ALONG THE SOUTH LINE OF SECTION 21. IT IS POSSIBLE THAT THE DECREE RECORDED IN BOOK 86 AT PAGE 273 CREATED THE RIGHT-OF-WAY FOR THE SOUTH HALF OF WELD COUNTY ROAD 30, LYING SOUTH OF THE SOUTH LINE OF THE SE1/4 OF SECTION 21. NEITHER DOCUMENTS SET FORTH IN THE TITLE COMMITMENT, NOR ANY OTHER DOCUMENT KNOWN TO THIS OFFICE INDICATE THIS RIGHT-OF-WAY HAS BEEN VACATED. IT IS UNKNOWN THE AFFECT OF STATE HIGHWAY 66 MAY HAVE HAD IN VACATING WELD COUNTY ROAD 30. RIGHT-OF-WAY PLANS FOR STATE HIGHWAY 66 SHOWS A ROAD RUNNING ALONG THE WELD COUNTY ROAD 30 ALIGNMENT. EXCEPT FOR THE GRAVEL DRIVEWAY, NO ROAD IS APPARENT TODAY.
- LINEAR DIMENSIONS SHOWN ON THIS MAP ARE U.S. SURVEY FEET.

CERTIFICATION DEFINED

THE USE OF THE WORDS "CERTIFY" AND/OR "CERTIFICATION" BY A REGISTERED PROFESSIONAL LAND SURVEYOR CONSTITUTES AN EXPRESSION OF OPINION REGARDING THE FACTS AND FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION; WAS PERFORMED BY OR UNDER THE REGISTERED PROFESSIONAL LAND SURVEYOR IN RESPONSIBLE CHARGE; IS BASED ON THE PROFESSIONAL LAND SURVEYOR'S KNOWLEDGE, INFORMATION, AND BELIEF; IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE; AND DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. (RULE 1.6.B.2 OF THE RULES AND REGULATIONS OF ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS)

NOTICE

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED 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.

SURVEYOR'S CERTIFICATE

I, FRANK N. DREXEL, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT AT LEAST ONE-SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF THE PARCELS SHOWN HEREON IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE TOWN OF MEAD, AND THAT THIS PLAT COMPLIES WITH SECTION 31-12-107(4), COLORADO REVISED STATUTES, CONCERNING ANNEXATION PLATS.

FRANK N. DREXEL 24305
COLORADO REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 24305
DATE: _____

CLERK & RECORDERS CERTIFICATE

THIS PLAT WAS FILED IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF WELD COUNTY AT _____ A.M. ON THE _____ DAY OF _____ A.D. 2026 IN BOOK _____ PAGE _____ OF RECEPTION NO. _____

COUNTY CLERK & RECORDER

DEPUTY

CERTIFICATE OF APPROVAL BY THE BOARD OF TRUSTEES

THIS ANNEXATION MAP OF VALDEZ ANNEXATION TO THE TOWN OF MEAD IS APPROVED AND ACCEPTED BY ORDINANCE NO. _____ PASSED AND ADOPTED AT THE REGULAR MEETING OF THE BOARD OF TRUSTEES MEAD, COLORADO, HELD ON _____ 2026, AT RECEPTION NO. _____ IN THE RECORDS OF THE CLERK AND RECORDER OF WELD COUNTY, COLORADO BY THE BOARD OF TRUSTEES OF MEAD, COLORADO.

MAYOR

ATTEST: TOWN CLERK



ENGINEERING 1500 Kansas Ave., Suite 2-E
PLANNING Longmont, CO 80501
SURVEYING P 303.682.1131
F 303.682.1149



Agenda Item Summary

Agenda Date: 7/27/2026

Subject: Ordinance No. 1114 — An Ordinance Annexing Certain Town-Owned Territory Known as the 1785 Weld County Road 32 Annexation to the Town of Mead

Presented by: Lauren Rice , Planner I

Summary:

This Agenda Item Summary ("AIS") has been prepared for the proposed annexation and initial zoning designation of the 1785 Weld County Road 32 Annexation Property, as more particularly described in the Ordinances ("Property") as Public Facilities (PF). The Property is owned entirely by the Town of Mead and includes approximately 0.856 acres located at 1785 Weld County Road 32, generally north of Weld County Road 32 (Adams St.), west of Weld County Road 5. Staff recommends that Board of Trustees approve the annexation of the Property and approve the initial zoning designation as Public Facilities (PF).

Detail of Request:

Applicant(s): Town of Mead
Property Owner(s): Town of Mead
Property Location: 1785 Weld County Road 32, generally north of Weld County Road 32 (Adams St.), west of Weld County Road 5
Current Zoning (Weld County): Agricultural
Proposed Zoning (Mead): Public Facilities (PF)
Comp. Plan Designation: Agricultural (AG)
Surrounding Land Uses:
North: Agricultural land in unincorporated Weld County.
East: Agricultural land in unincorporated Weld County.
South: Weld County Road 32 and undeveloped land zoned Residential Single Family-4 (RSF-4) within the Town of Mead.
West: Agricultural land in unincorporated Weld County.

OVERVIEW

The Town of Mead is the sole owner of approximately 0.856 acres of land located in unincorporated Weld County. The Town acquired the Property on July 25, 2022, and now seeks to annex the Property into the Town's municipal boundaries. Because the Property is Town-owned, the proposed annexation is being processed as an annexation of municipally owned land pursuant to C.R.S. § 31-12-106(3).

The Property is currently under the jurisdiction of Weld County and zoned Agricultural. Pursuant to C.R.S. § 31-12-115(2), annexed property must be assigned an initial zoning designation and incorporated into the Town's official zoning map within ninety (90) days after the effective date of the annexation ordinance. Staff recommends zoning the Property as Public Facilities (PF), as the Property is Town-owned and intended for municipal or other public use.

The proposed annexation has been reviewed for compliance with the applicable statutory criteria, and Staff finds that the Property is eligible for annexation. Referral of the annexation to the Planning Commission was not required under Section 16-8-90 of the Mead Municipal Code ("MMC") because the Property is owned by the Town and no annexation petition is required.

Although Planning Commission review of the annexation was not required, the initial zoning designation required Planning Commission consideration pursuant to MMC Section 16-3-160. On July 15, 2026, the Planning Commission approved Resolution No. 06-PC-2026, recommending that the Board of Trustees approves the initial zoning designation of Public Facilities (PF) for the Property, which Resolution No. 06-PC-2026 is attached hereto.

- (1) Approval of Ordinance No. 1114 will annex the Property into the Town of Mead.
- (2) Approval of Ordinance No. 1115 will establish the Property's initial zoning designation as Public Facilities (PF).

REVIEW CRITERIA ANALYSIS

Annexation Eligibility Review Criteria, MMC Section 16-8-50

Section 16-8-50 of the MMC states that eligibility for annexation shall be determined by conformity with the requirements of C.R.S. 31-12-104 and 31-12-105, as amended and as determined by the Board of Trustees in its sole discretion. Additionally, when the Town is the sole owner of an area it desires to annex, the governing body may by ordinance annex such land to the municipality without notice and a hearing as long as it is eligible for annexation in accordance with Section 30(1)(c) of Article II of the Colorado Constitution, C.R.S. § 31-12-104(1)(a), and C.R.S. § 31-12-105.

Town Staff finds that the Annexation meets the applicable requirements of Section 30(1)(c) of Article II of the Colorado Constitution, C.R.S. § 31-12-104(1)(a), C.R.S. § 31-12-105, and C.R.S. § 31-12-106(3) as follows:

1. The Town is the sole owner of the Property.
2. The Property does not consist solely of a public street or right-of-way.
3. Not less than one-sixth (1/6) of the perimeter of the Property is contiguous with the existing boundaries of the Town.
4. The area is less than twenty (20) acres and is not being divided or included without the written consent of the owner.
5. No annexation proceedings have been commenced for the annexation to another municipality of part or all of the Property.
6. The annexation of the Property will not result in the detachment of the area from any school district and the attachment of the same to another school district.
7. The annexation of the Property will not have the effect of extending the municipal boundary of the Town more than three (3) miles in any direction from any point of such municipal boundary within one (1) year.
8. There are no platted streets or alleys included in the area to be annexed.

Initial Zoning Designation Review Criteria, MMC Section 16-3-160(e)

The initial zoning designation is subject to review against the following criteria set forth in Section 16-3-160(e) of the MMC. Only one (1) of the following criteria must be met for the initial zoning of the Property:

1. To correct a manifest error in an ordinance establishing the zoning for a specific property;
2. To rezone an area or extend the boundary of an existing district because of changed or changing conditions in a particular area or in the Town generally;
3. The land to be rezoned was zoned in error and as presently zoned is inconsistent with the policies and goals of the Comprehensive Plan;
4. The proposed rezoning is necessary to provide land for a community-related use that was not anticipated at the time of the adoption of the Comprehensive Plan, and the rezoning will be consistent with the policies and goals of the Comprehensive Plan;
5. The area requested for rezoning has changed or is changing to such a degree that it is in the public interest to encourage development or redevelopment of the area; or
6. A rezoning to Planned Unit Development overlay district is requested to encourage innovative and creative design and to promote a mix of land uses in the development.

The zoning request meets criterion #2 and criterion #4 above, shown in bold text.

The Property is generally designated by the Town Comprehensive Plan as Agricultural (AG). The initial zoning for the Property is proposed as Public Facilities (PF). Pursuant to C.R.S. § 31-12-115(2), the Property must be brought under the Town's zoning ordinance and map within ninety days after the effective date of the annexation ordinance. The proposed Public Facilities (PF) zoning is appropriate because the Property will be used for a public purpose and is consistent with the goals and policies of the Comprehensive Plan by providing land for a community-related use that was not anticipated at the time the Comprehensive Plan was adopted.

Financial Considerations:

None

Staff Recommendation / Actions Required:

The Board of Trustees may approve or deny the annexation and initial zoning designation via Ordinances 1114 and 1115. The Planning Commission reviewed and made a recommendation of approval as to the initial zoning of the property. The Board of Trustees has legislative discretion as to whether to approve the Annexation. Based on the foregoing, Town Staff recommends that the Board of Trustees: (1) approve the Annexation of the Property and (2) establish the initial zoning of the Property as Public Facilities (PF) sequentially via the suggested motions listed below.

Suggested motions:

Ordinance No. 1114 (Annexation): "I MOVE TO APPROVE ORDINANCE NO. 1114, AN ORDINANCE OF THE TOWN OF MEAD, COLORADO, ANNEXING CERTAIN TOWN-OWNED PROPERTY KNOWN AS THE 1785 WELD COUNTY ROAD 32 ANNEXATION TO THE TOWN OF MEAD, COLORADO"

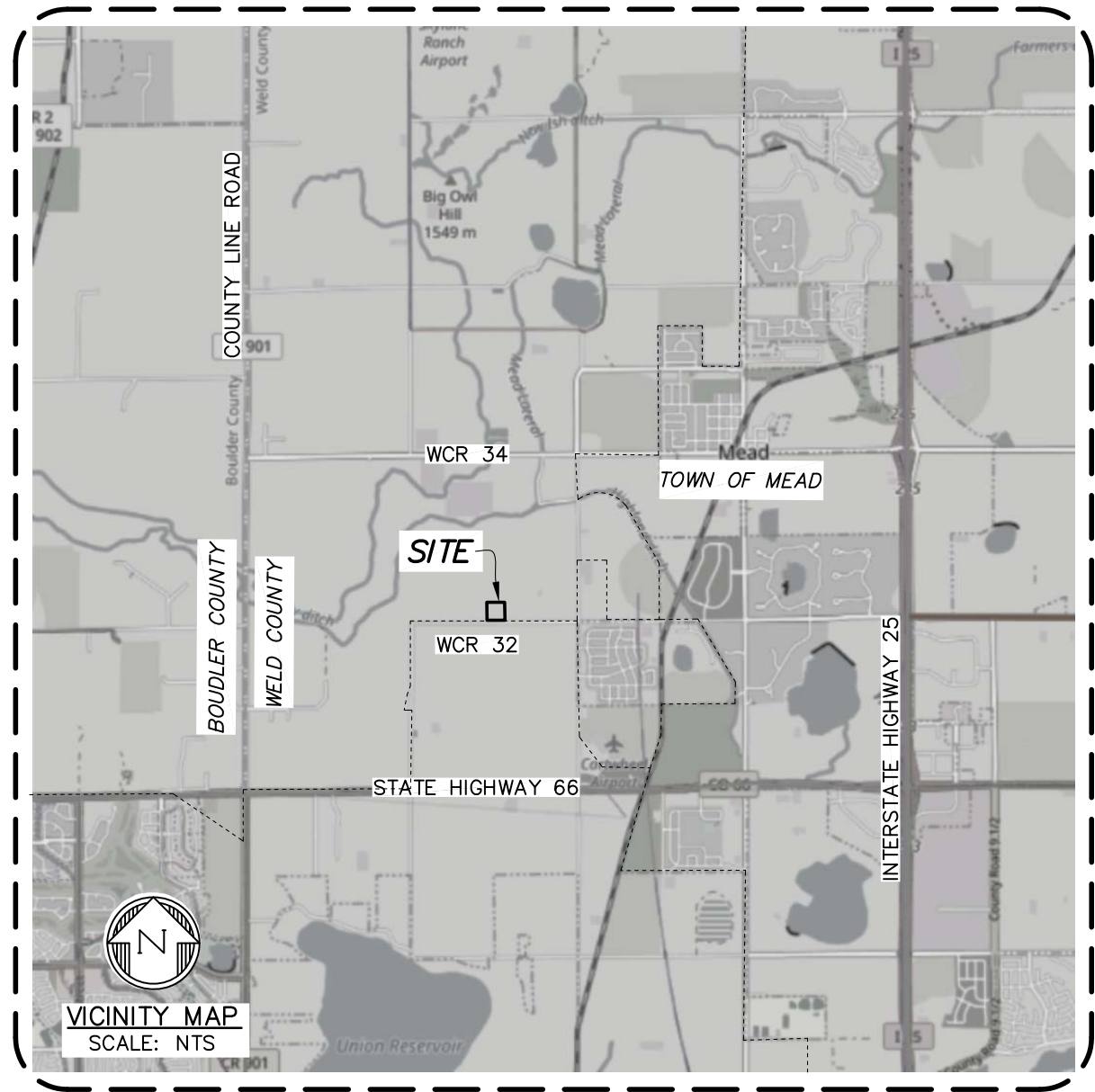
Ordinance No. 1115 (Initial Zoning Designation): "I MOVE TO APPROVE ORDINANCE NO. 1115, AN ORDINANCE OF THE TOWN OF MEAD, COLORADO, APPROVING THE INITIAL ZONING DESIGNATION OF PUBLIC FACILITIES (PF) FOR THE TOWN-OWNED PROPERTY KNOWN AS THE 1785 WELD COUNTY ROAD 32 ANNEXATION"

Attachments:

1. Exhibit A - 1785 WCR 32 Annexation Map
2. Ordinance No. 1114

ANNEXATION MAP
1785 WELD COUNTY ROAD 32 ANNEXATION
TO THE TOWN OF MEAD
A TRACT OF LAND IN THE SE1/4 SECTION 17, T3N, R68W OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO.

AREA =0.856 ACRES, MORE OR LESS.



RECORDED
EXEMPTION
1207-17-4-RE525
REC 1878388

LOT B
1879 WCR 32
MILE HIGH DAIRY LLC

LOT B
1879 WCR 32
KELLY OMARA &
JESSICA A. OMARA

SE1/4,
SEC. 17

<u>APPLICANT/DEVELOPER/OWNER</u>	<u>TECHNICAL CONSULTANTS</u>	<u>DATE OF PREPARATION</u>
TOWN OF MEAD 441 THIRD STREET MEAD, CO 80524 (970) 805-4192 ATTN: TODD BJERKAAS TBJerkaas@townofmead.org	CIVILARTS 1500 KANSAS AVE., SUITE 2-E LONGMONT, CO 80501 (303) 682-1131 ATTN: FRANK N. DREXEL, PLS fdrexel@civilarts.us	JUNE 22, 2026
		<u>DATE OF REVISION</u>
		JULY 21, 2026

NOTES

- BEARINGS SHOWN ON THIS MAP ARE BASED ON THE ASSUMPTION THAT THE SOUTH LINE OF THE SE1/4 OF SECTION 17, T3N, R68W OF THE 6TH P.M., BEARS N90°00'00"E AS MONUMENTED AND SHOWN HEREON.
- THIS MAP WAS PREPARED EXCLUSIVELY FOR ANNEXATION PURPOSES AND IS NOT A LAND SURVEY PLAT OR A MONUMENTED LAND SURVEY ACCORDING TO COLORADO STATUTES.
- RECORDED EASEMENTS AND RIGHTS-OF-WAY, IF ANY, ARE SHOWN ON THIS PLAT AS DISCLOSED IN LAND TITLE GUARANTEE COMPANY COMMITMENT NO. ABH25200227, EFFECTIVE DATE NOVEMBER 3, 2022, AND AS SHOWN ON ADJACENT RECORDED PLATS AND ANNEXATIONS MAPS. NO ADDITIONAL RESEARCH WAS COMPLETED.
- ACCORDING TO THE FIRM FLOOD INSURANCE RATE MAP, MAP NUMBER 080123C1860F, REVISED DATE SEPTEMBER 26, 2024, PANEL 1860 OF 2250, WELD COUNTY, COLORADO AND INCORPORATED AREAS, THE SUBJECT PROPERTY LIES WITHIN: ZONE X OF OTHER AREAS-AREA OF MINIMAL FLOOD HAZARD.

THE POSITION OF ANY AREA DESIGNATED ON THE FIRM MAP RELATIVE TO THE SUBJECT PROPERTY, AS MAY BE NOTED OR SHOWN ON THIS MAP, IS BASED ON GRAPHICALLY SPOTTING OR SCALING THE BOUNDARIES OF THE SUBJECT PROPERTY RELATIVE TO IDENTIFIABLE FEATURES, SUCH AS ROADS, DRAINAGES, OR REFERENCED SECTION LINES, AND MAY NOT BE ACCURATE. CLIENT IS RESPONSIBLE FOR VERIFYING ALL FLOOD MATTERS.
- LINEAR DIMENSIONS SHOWN ON THIS MAP ARE U.S. SURVEY FEET.

RECORDED
EXEMPTION
1207-17-4
RE-4262
REC 3468244

WELD COUNTY ZONING=A
(AGRICULTURAL)

LOT B
1879 WCR 32
KELLY OMARA &
JESSICA A. OMARA

CERTIFICATE OF OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS, THAT TOWN OF MEAD, COLORADO, BEING THE SOLE OWNER AND PROPRIETOR OF THE FOLLOWING DESCRIBED LAND, TO WIT:

A TRACT OF LAND LOCATED IN THE SE1/4 OF SECTION 17, T3N, R68W OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE S1/4 CORNER OF SAID SECTION 17, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 17 BEARS N90°00'00"E (BASIS OF BEARING), THENCE N90°00'00"E, 1393.33 FEET ALONG THE SOUTH LINE OF THE SE1/4 OF SAID SECTION 17 TO THE SOUTHWESTERLY CORNER OF THAT TRACT OF LAND CONVEYED TO THE TOWN OF MEAD AS DESCRIBED IN QUIT CLAIM DEED RECORDED NOVEMBER 3, 2022, AS RECEPTION NO. 4865252 OF THE RECORDS OF WELD COUNTY, COLORADO; THENCE N11°13'34"W, 30.01 FEET ALONG THE WESTERLY LINE OF THAT TRACT OF LAND AS DESCRIBED AS SAID RECEPTION NO. 4865252 TO THE NORTHERLY CORPORATE BOUNDARY OF TOWN OF MEAD, ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 32, AND THE POINT OF BEGINNING;

THENCE CONTINUING N11°13'34"W, 178.72 FEET ALONG THE WESTERLY LINE OF THAT TRACT OF LAND AS DESCRIBED AS SAID RECEPTION NO. 4865252 TO THE NORTHWESTERLY CORNER THEREOF;

THENCE N90°00'00"E, 208.73 FEET ALONG THE NORTHERLY LINE OF THAT TRACT OF LAND AS DESCRIBED AS SAID RECEPTION NO. 4865252 TO THE NORTHEASTERLY CORNER THEREOF;

THENCE S11°13'34"E, 178.72 FEET ALONG THE EASTERLY LINE OF THAT TRACT OF LAND AS DESCRIBED AS SAID RECEPTION NO. 4865252 TO THE NORTHERLY CORPORATE BOUNDARY OF TOWN OF MEAD, ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WELD COUNTY ROAD 32;

THENCE S90°00'00"W, 208.73 FEET ALONG THE NORTHERLY CORPORATE BOUNDARY OF TOWN OF MEAD, ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WELD COUNTY ROAD 32, TO THE POINT OF BEGINNING.

AREA = 0.856 ACRES, MORE OR LESS.

HAVE CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE ANNEXED UNDER THE NAME 1785 WELD COUNTY ROAD 32 ANNEXATION TO THE TOWN OF MEAD.

TOWN OF MEAD

BY: _____
MAYOR

STATE OF COLORADO }
COUNTY OF WELD } ss

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, A.D., 2026, BY COLLEEN G. WHITLOW AS MAYOR FOR TOWN OF MEAD, COLORADO.

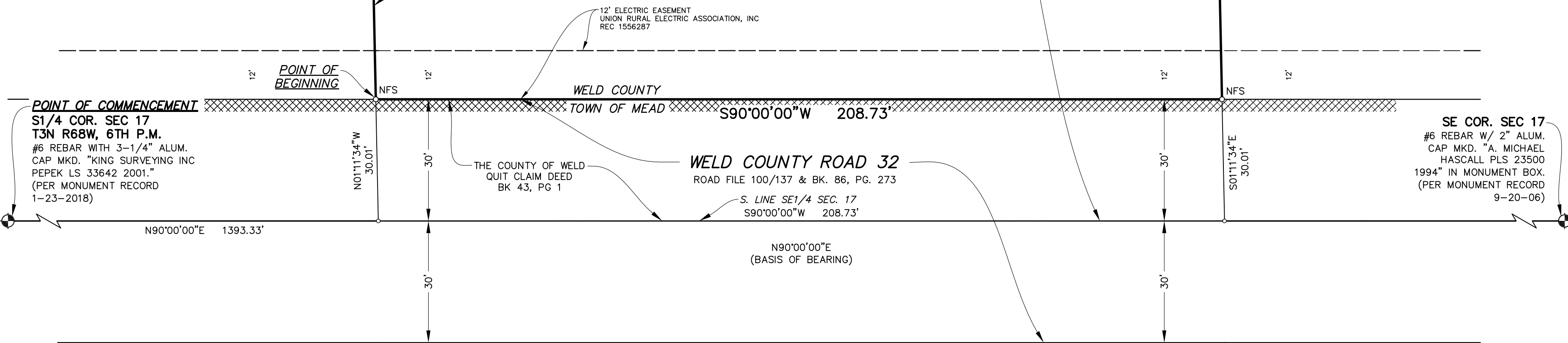
WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES

WELD COUNTY ZONING=A
(AGRICULTURE)

PROPOSED TOWN OF MEAD
ZONING=PUBLIC FACILITY
(PF)



HALEY
ANNEXATION NO. 2
REC 3797955

RIDGEVIEW LAND WATER
AND MINERALS LLC
SPECIAL WARRANTY DEED
REC 1462220

UNPLATTED

NE1/4,
SEC. 20

CONTIGUITY		
TOTAL PERIMETER OF AREA TO BE ANNEXED	774.90	FEET
CONTIGUITY WITH EXISTING CITY LIMITS	208.73	FEET
MINIMUM ALLOWABLE CONTIGUITY (1/6 TOTAL PERIMETER)	129.15	FEET
CONTIGUITY EXCEEDING 1/6 MINIMUM REQUIREMENT	79.58	FEET
AREA OF ANNEXATION	0.856	ACRES ±

ZONING		
EXISTING WELD COUNTY ZONING	AGRICULTURE	A
PROPOSED TOWN OF MEAD ZONING	PUBLIC FACILITY	PF

LEGEND	
ALUM	ALUMINUM
BK	BOOK
COR	CORNER
ESMT	EASEMENT
MKD	MARKED
OD	OUTSIDE DIAMETER
PG	PAGE
PP	POWER POLE
REC.	RECEPTION NUMBER
ROW	RIGHT-OF-WAY

LEGEND	
FEATURES	
—X—X—	FENCE
—	ANNEXATION CORNER
—	TOWN OF MEAD CORPORATE BOUNDARY
MONUMENTS	
—	MONUMENT NOT FOUND OR SET.
AGL	ABOVE GROUND LEVEL
BGL	BELOW GROUND LEVEL
FGL	FLUSH WITH GROUND LEVEL

CERTIFICATE OF APPROVAL BY THE BOARD OF TRUSTEES

THIS ANNEXATION MAP OF 1785 WELD COUNTY ROAD 32 ANNEXATION TO THE TOWN OF MEAD IS APPROVED AND ACCEPTED BY ORDINANCE NO. _____ PASSED AND ADOPTED AT THE REGULAR MEETING OF THE BOARD OF TRUSTEES MEAD, COLORADO, HELD ON _____, 2026, AT RECEPTION NO. _____ IN THE RECORDS OF THE CLERK AND RECORDER OF WELD COUNTY, COLORADO BY THE BOARD OF TRUSTEES OF MEAD, COLORADO.

MAYOR _____ ATTEST: TOWN CLERK _____

CERTIFICATION DEFINED

THE USE OF THE WORDS "CERTIFY" AND/OR "CERTIFICATION" BY A REGISTERED PROFESSIONAL LAND SURVEYOR CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS AND FINDINGS WHEREON ARE THE SUBJECT OF THE CERTIFICATION WAS PERFORMED BY OR UNDER THE REGISTERED PROFESSIONAL LAND SURVEYOR IN RESPONSIBLE CHARGE; IS BASED ON THE PROFESSIONAL LAND SURVEYOR'S KNOWLEDGE, INFORMATION, AND BELIEF; IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE; AND DOES NOT CONSTITUTE A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED. (RULE 1.6.B.2 OF THE RULES AND REGULATIONS OF ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS)

NOTICE

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED 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.

SURVEYOR'S CERTIFICATE

I, FRANK N. DREXEL, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT AT LEAST ONE-SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF THE PARCELS SHOWN HEREON IS CONTIGUOUS THE PRESENT BOUNDARY OF THE TOWN OF MEAD, AND THAT THIS PLAT COMPLIES WITH SECTION 31-12-107(a), COLORADO REVISED STATUTES, CONCERNING ANNEXATION PLATS.

FRANK N. DREXEL
COLORADO REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 24305
DATE: _____

CLERK & RECORDERS CERTIFICATE

THIS PLAT WAS FILED IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF WELD COUNTY AT _____ A.M. ON THE _____ DAY OF _____, A.D. 2026 IN BOOK _____ PAGE _____ RECEPTION NO. _____

COUNTY CLERK & RECORDER _____

DEPUTY _____



ENGINEERING
PLANNING
SURVEYING
1500 Kansas Ave., Suite 2-E
Longmont, CO 80501
P 303.682.1131
F 303.682.1149

**TOWN OF MEAD, COLORADO
ORDINANCE NO. 1114**

**AN ORDINANCE OF THE TOWN OF MEAD, COLORADO, ANNEXING
CERTAIN TOWN-OWNED PROPERTY KNOWN AS
THE 1785 WELD COUNTY ROAD 32 ANNEXATION TO THE TOWN OF
MEAD, COLORADO**

WHEREAS, the Town of Mead (the "Town") is a statutory town, duly organized and existing under the laws of the State of Colorado; and

WHEREAS, the Town is the sole owner of 0.856 acres of land in unincorporated Weld County known as the 1785 Weld County Road 32 Annexation, as more particularly described in the Annexation Map attached to this Ordinance as **Exhibit A** (the "Property"); and

WHEREAS, the Town of Mead submits to annex the Property, pursuant to the Municipal Annexation Act of 1965 (the "Act") C.R.S. § 31-12-101, *et al.*, and specifically the provisions of C.R.S. § 31-12-106(3), because the Property is owned entirely by the Town of Mead, does not consist solely of a public street or public right-of-way, and the rights-of-way are not being used to achieve the one-sixth contiguity requirement; and

WHEREAS, C.R.S. § 31-12-106(3) provides that when the Town is the sole owner of the area that it desires to annex, which area is eligible for annexation in accordance with Article II, Section 30(1)(c) of the Colorado Constitution and C.R.S. § 31-12-104(1)(a) and C.R.S. § 31-12-105, the Board of Trustees may, by ordinance, annex the area to the Town without notice and hearing; and

WHEREAS, the Board of Trustees finds and determines that it is in the best interests of the Town and its residents to annex the Property to 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. Findings – Eligibility of the Property for Annexation. The Town Board of Trustees finds and determines that the following provisions of Article II, Section 30(1)(c) of the Colorado Constitution and C.R.S. § 31-12-104(1)(a), C.R.S. § 31-12-105, and C.R.S. § 31-12-106(3) have been met:

- A. The Town is the sole owner of the Property.
- B. The Property does not consist solely of a public street or right-of-way.
- C. Not less than one sixth (1/6) of the perimeter of the Property is contiguous with the existing boundaries of the Town.

- D. The area is less than twenty (20) acres and is not being divided or included without written consent of the owner.
- E. No annexation proceedings have been commenced for the annexation to another municipality of part or all of the Property.
- F. The annexation of the Property will not result in the detachment of area from any school district and the attachment of the same to another school district.
- G. The annexation of the Property will not have the effect of extending the municipal boundary of the Town more than three (3) miles in any direction from any point of such municipal boundary within one (1) year.
- H. There are no platted streets or alleys included in the area to be annexed.

Section 3. Annexation of Property Approved. The Property, as more particularly described in the Annexation Map attached hereto as **Exhibit A**, is hereby annexed to and included within the corporate limits of the Town of Mead, Colorado, in accordance with law.

Section 4. Direction to Town Staff. The Board of Trustees hereby directs Staff to complete all necessary procedures required for annexation of said Property to the Town including: (1) filing for recording three certified copies of this Ordinance and the Annexation Map, attached hereto as **Exhibit A**, with the Weld County Clerk and Recorder; (2) filing the original of this Ordinance together with a copy of the Annexation Map with the Town Clerk of the Town of Mead, Colorado; and (3) taking the post-approval actions specified under Section 16-8-120 of the *Mead Municipal Code*. Promptly following the effective date of this Ordinance, the Town Clerk shall complete all filings required of the Town to be made pursuant to the provisions of C.R.S. § 31-12-113.

Section 5. Severability. If any article, section, paragraph, sentence, clause or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 6. Repealer. All ordinances 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 7. Effective Date. This Ordinance shall be published and become effective as provided by law.

Section 8. 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 27TH DAY OF JULY 2026.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

Exhibit A
1785 Weld County Road 32 Annexation Map

[Attached]



Agenda Item Summary

Agenda Date: 7/27/2026

Subject: Ordinance No. 1115 — An Ordinance of the Town of Mead, Colorado, Approving the Initial Zoning Designation of Public Facilities (PF) for Town-Owned Property known as the 1785 Weld County Road 32 Annexation

Presented by: Lauren Rice , Planner I

Summary:

This Agenda Item Summary ("AIS") has been prepared for the proposed annexation and initial zoning designation of the 1785 Weld County Road 32 Annexation Property, as more particularly described in the Ordinances ("Property") as Public Facilities (PF). The Property is owned entirely by the Town of Mead and includes approximately 0.856 acres located at 1785 Weld County Road 32, generally north of Weld County Road 32 (Adams St.), west of Weld County Road 5. Staff recommends that Board of Trustees approve the annexation of the Property and approve the initial zoning designation as Public Facilities (PF).

Detail of Request

Applicant(s): Town of Mead
Property Owner(s): Town of Mead
Property Location: 1785 Weld County Road 32, generally north of Weld County Road 32 (Adams St.), west of Weld County Road 5
Current Zoning (Weld County): Agricultural
Proposed Zoning (Mead): Public Facilities (PF)
Comp. Plan Designation: Agricultural (AG)
Surrounding Land Uses:
North: Agricultural land in unincorporated Weld County.
East: Agricultural land in unincorporated Weld County.
South: Weld County Road 32 and undeveloped land zoned Residential Single Family-4 (RSF-4) within the Town of Mead.
West: Agricultural land in unincorporated Weld County.

OVERVIEW

The Town of Mead is the sole owner of approximately 0.856 acres of land located in unincorporated Weld County. The Town acquired the Property on July 25, 2022, and now seeks to annex the Property into the Town's municipal boundaries. Because the Property is Town-owned, the proposed annexation is being processed as an annexation of municipally owned land pursuant to C.R.S. § 31-12-106(3).

The Property is currently under the jurisdiction of Weld County and zoned Agricultural. Pursuant to C.R.S. § 31-12-115(2), annexed property must be assigned an initial zoning designation and incorporated into the Town's official zoning map within ninety (90) days after the effective date of the annexation ordinance. Staff recommends zoning the Property as Public Facilities (PF), as the Property is Town-owned and intended for municipal or other public use.

The proposed annexation has been reviewed for compliance with the applicable statutory criteria, and Staff finds that the Property is eligible for annexation. Referral of the annexation to the Planning Commission was not required under Section 16-8-90 of the Mead Municipal Code ("MMC") because the Property is owned by the Town and no annexation petition is required.

Although Planning Commission review of the annexation was not required, the initial zoning designation required Planning Commission consideration pursuant to MMC Section 16-3-160. On July 15, 2026, the Planning Commission approved Resolution No. 06-PC-2026, recommending that the Board of Trustees approve the initial zoning designation of Public Facilities (PF) for the Property, which Resolution No. 06-PC-2026 is attached hereto.

- (1) Approval of Ordinance No. 1114 will annex the Property into the Town of Mead.
- (2) Approval of Ordinance No. 1115 will establish the Property's initial zoning designation as Public Facilities (PF).

REVIEW CRITERIA ANALYSIS

Annexation Eligibility Review Criteria, MMC Section 16-8-50

Section 16-8-50 of the MMC states that eligibility for annexation shall be determined by conformity with the requirements of C.R.S. 31-12-104 and 31-12-105, as amended and as determined by the Board of Trustees in its sole discretion. Additionally, when the Town is the sole owner of an area it desires to annex, the governing body may by ordinance annex such land to the municipality without notice and a hearing as long as it is eligible for annexation in accordance with Section 30(1)(c) of Article II of the Colorado Constitution, C.R.S. § 31-12-104(1)(a), and C.R.S. § 31-12-105.

Town Staff finds that the Annexation meets the applicable requirements of Section 30(1)(c) of Article II of the Colorado Constitution, C.R.S. § 31-12-104(1)(a), C.R.S. § 31-12-105, and C.R.S. § 31-12-106(3) as follows:

1. The Town is the sole owner of the Property.
2. The Property does not consist solely of a public street or right-of-way.
3. Not less than one-sixth (1/6) of the perimeter of the Property is contiguous with the existing boundaries of the Town.
4. The area is less than twenty (20) acres and is not being divided or included without the written consent of the owner.
5. No annexation proceedings have been commenced for the annexation to another municipality of part or all of the Property.
6. The annexation of the Property will not result in the detachment of the area from any school district and the attachment of the same to another school district.
7. The annexation of the Property will not have the effect of extending the municipal boundary of the Town more than three (3) miles in any direction from any point of such municipal boundary within one (1) year.
8. There are no platted streets or alleys included in the area to be annexed.

Initial Zoning Designation Review Criteria, MMC Section 16-3-160(e)

The initial zoning designation is subject to review against the following criteria set forth in Section 16-3-160(e) of the MMC. Only one (1) of the following criteria must be met for the initial zoning of the Property:

1. To correct a manifest error in an ordinance establishing the zoning for a specific property;
2. To rezone an area or extend the boundary of an existing district because of changed or changing conditions in a particular area or in the Town generally;
3. The land to be rezoned was zoned in error and as presently zoned is inconsistent with the policies and goals of the Comprehensive Plan;
4. The proposed rezoning is necessary to provide land for a community-related use that was not anticipated at the time of the adoption of the Comprehensive Plan, and the rezoning will be consistent with the policies and goals of the Comprehensive Plan;
5. The area requested for rezoning has changed or is changing to such a degree that it is in the public interest to encourage development or redevelopment of the area; or
6. A rezoning to Planned Unit Development overlay district is requested to encourage innovative and creative design and to promote a mix of land uses in the development.

The zoning request meets criterion #2 and criterion #4 above, shown in bold text.

The Property is generally designated by the Town Comprehensive Plan as Agricultural (AG). The initial zoning for the Property is proposed as Public Facilities (PF). Pursuant to C.R.S. § 31-12-115(2), the Property must be brought under the Town's zoning ordinance and map within ninety days after the effective date of the annexation ordinance. The proposed Public Facilities (PF) zoning is appropriate because the Property will be used for a public purpose and is consistent with the goals and policies of the Comprehensive Plan by providing land for a community-related use that was not anticipated at the time the Comprehensive Plan was adopted.

Financial Considerations:

None

Staff Recommendation / Actions Required:

The Board of Trustees may approve or deny the initial zoning designation via Ordinance No. 1115. The Planning Commission reviewed and made a recommendation of approval as to the initial zoning of the property. The Board of Trustees has legislative discretion as to whether to approve the Annexation. Based on the foregoing, Town Staff recommends that the Board of Trustees: establish the initial zoning of the Property as Public Facilities (PF) sequentially via the suggested motion listed below.

Suggested motions:

"I move to approve Ordinance No. 1115, An Ordinance of the Town of Mead, Colorado, approving the initial zoning designation of public facilities (PF) for the Town-Owned property known as the 1785 Weld County Road 32 Annexation."

Attachments:

1. Ordinance No. 1115
2. Exhibit 1 - 1785 WCR 32 Annexation Map

**TOWN OF MEAD, COLORADO
ORDINANCE NO. 1115**

**AN ORDINANCE OF THE TOWN OF MEAD, COLORADO, APPROVING THE
INITIAL ZONING DESIGNATION OF PUBLIC FACILITIES (PF) FOR THE
TOWN-OWNED PROPERTY KNOWN AS THE 1785 WELD COUNTY ROAD 32
ANNEXATION**

WHEREAS, the Town of Mead ("Town") is a statutory town, duly organized and existing under the laws of the State of Colorado; and

WHEREAS, on Monday, July 27, 2026, the Board of Trustees of the Town of Mead adopted Ordinance No. 1113 (the "Annexation Ordinance") approving the annexation of the 1785 Weld County Road 32 Annexation parcel, as such property is more particularly described in **Exhibit 1** attached hereto and incorporated herein by reference ("Property"), into the Town; and

WHEREAS, as required by C.R.S. § 31-12-115(2), property annexed to the Town must be zoned pursuant to the Town's zoning regulations within ninety (90) days after the effective date of the Annexation Ordinance; and

WHEREAS, at a public hearing held and concluded on July 27, 2026, the Board of Trustees considered establishing the initial zoning for the Property under Section 16-3-160 of the *Mead Municipal Code* ("MMC"); and

WHEREAS, the Town's Planning Commission ("Planning Commission") considered the proposed initial zoning of the Property at a duly noticed public hearing held on Wednesday, July 15, 2026, and adopted a Resolution No. 06-PC-2026 setting forth its recommendation of approval, which resolution has been provided to the Board of Trustees; and

WHEREAS, public notice has been properly given of the proposed initial zoning of the Property by publication in the *Longmont Times-Call*, a newspaper of general circulation within the Town, and by posting of the Property, in accordance with applicable requirements of the MMC; and

WHEREAS, a public hearing on the proposed initial zoning of the Property was held before the Board of Trustees, at which time evidence and testimony were presented to the Board of Trustees concerning the proposed initial Public Facilities (PF) zoning of the Property; and

WHEREAS, the administrative record for this case includes, but is not limited to, the Town Comprehensive Plan and all other applicable ordinances, resolutions and regulations of the Town, together with all Town policies that relate to the subject matter of the public hearing, reports, studies and all other submittals of the Town, any evidence or correspondence submitted by members of the public at the public hearing, the Annexation Ordinance and the staff files and reports of the Town's Community Development Director or Community Development Department pertaining to this application; and

WHEREAS, pursuant to Article 23 of Title 31, C.R.S., as amended, Board of Trustees has determined that the proposed establishment of zoning of the Property, subject to the conditions set forth herein, furthers the public health, safety, convenience and general welfare of the

community; conforms with the Town's Comprehensive Plan, constituting the community's three-mile plan, as amended and updated; is compatible with surrounding uses; and otherwise meets the applicable criteria set forth in the MMC.

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. Initial Zoning of Property Approved. The Board of Trustees hereby grants and approves the initial zoning of the Property as Public Facilities (PF) under the MMC, as more specifically shown in the 1785 Weld County Road 32 Annexation Map as **Exhibit 1**.

Section 3. Direction to Town Staff. In accordance with Section 16-3-160(g) of the MMC, the Official Zoning Map of the Town of Mead shall be amended to conform to and reflect the Property's PF zoning. Town staff is directed to change the zoning of the Property on the Town's Official Zoning Map and to make any technical corrections the Official Zoning map necessitated by the initial zoning of the Property established by this Ordinance.

Section 4. Severability. If any article, section, paragraph, sentence, clause or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

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

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

Section 7. 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 27TH DAY OF JULY 2026.

ATTEST:

TOWN OF MEAD:

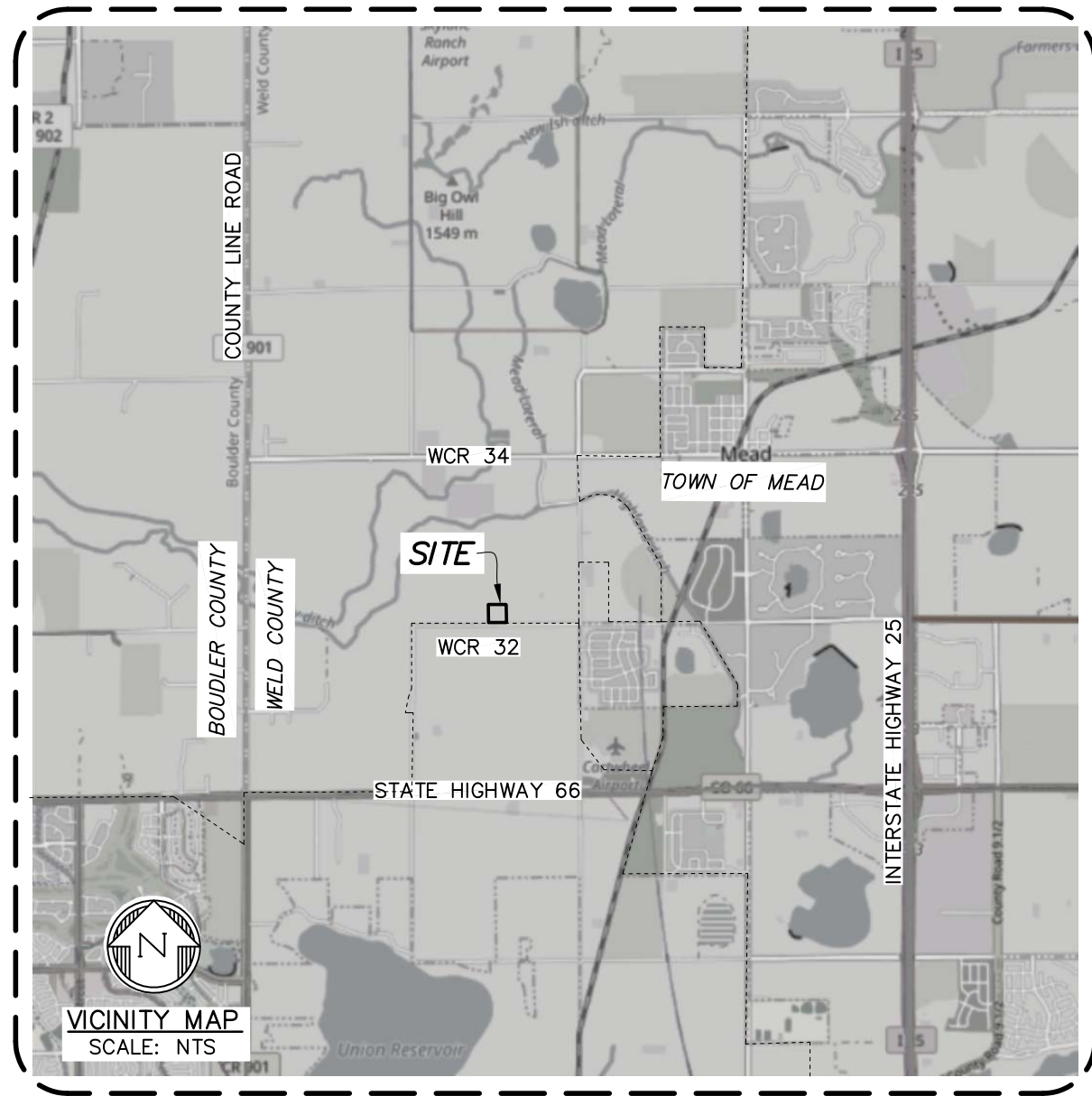
By: _____
Mary E. Strutt, MMC, Town Clerk

By: _____
Colleen G. Whitlow, Mayor

Exhibit 1
1785 Weld County Road 32 Annexation Map

[Attached]

ANNEXATION MAP
1785 WELD COUNTY ROAD 32 ANNEXATION
TO THE TOWN OF MEAD
A TRACT OF LAND IN THE SE1/4 SECTION 17, T3N, R68W OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO.
AREA =0.856 ACRES, MORE OR LESS.



CERTIFICATE OF OWNERSHIP
KNOW ALL MEN BY THESE PRESENTS, THAT TOWN OF MEAD, COLORADO, BEING THE SOLE OWNER AND PROPRIETOR OF THE FOLLOWING DESCRIBED LAND, TO WIT:
A TRACT OF LAND LOCATED IN THE SE1/4 OF SECTION 17, T3N, R68W OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE S1/4 CORNER OF SAID SECTION 17, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 17 BEARS N90°00'00"E (BASIS OF BEARING), THENCE N90°00'00"E, 1393.33 FEET ALONG THE SOUTH LINE OF THE SE1/4 OF SAID SECTION 17 TO THE SOUTHWESTERLY CORNER OF THAT TRACT OF LAND CONVEYED TO THE TOWN OF MEAD AS DESCRIBED IN QUIT CLAIM DEED RECORDED NOVEMBER 3, 2022, AS RECEPTION NO. 4865252 OF THE RECORDS OF WELD COUNTY, COLORADO; THENCE N11°13'34"W, 30.01 FEET ALONG THE WESTERLY LINE OF THAT TRACT OF LAND AS DESCRIBED AS SAID RECEPTION NO. 4865252 TO THE NORTHERLY CORPORATE BOUNDARY OF TOWN OF MEAD, ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 32, AND THE POINT OF BEGINNING;

THENCE CONTINUING N11°13'34"W, 178.72 FEET ALONG THE WESTERLY LINE OF THAT TRACT OF LAND AS DESCRIBED AS SAID RECEPTION NO. 4865252 TO THE NORTHWESTERLY CORNER THEREOF;

THENCE N90°00'00"E, 208.73 FEET ALONG THE NORTHERLY LINE OF THAT TRACT OF LAND AS DESCRIBED AS SAID RECEPTION NO. 4865252 TO THE NORTHEASTERLY CORNER THEREOF;

THENCE S11°13'34"E, 178.72 FEET ALONG THE EASTERLY LINE OF THAT TRACT OF LAND AS DESCRIBED AS SAID RECEPTION NO. 4865252 TO THE NORTHERLY CORPORATE BOUNDARY OF TOWN OF MEAD, ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WELD COUNTY ROAD 32, TO THE POINT OF BEGINNING;

THENCE S90°00'00"W, 208.73 FEET ALONG THE NORTHERLY CORPORATE BOUNDARY OF TOWN OF MEAD, ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WELD COUNTY ROAD 32, TO THE POINT OF BEGINNING;

AREA = 0.856 ACRES, MORE OR LESS.

HAVE CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE ANNEXED UNDER THE NAME 1785 WELD COUNTY ROAD 32 ANNEXATION TO THE TOWN OF MEAD.

TOWN OF MEAD

BY: _____
MAYOR

STATE OF COLORADO }
COUNTY OF WELD } ss

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, A.D., 2026, BY COLLEEN G. WHITLOW AS MAYOR FOR TOWN OF MEAD, COLORADO.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES

RECORDED
EXEMPTION
1207-17-4-RE525
REC 1878388

LOT B
1879 WCR 32
MILE HIGH DAIRY LLC

WELD COUNTY ZONING=A
(AGRICULTURE)

LOT B
1879 WCR 32
KELLY OMARA &
JESSICA A. OMARA

N90°00'00"E 208.73'

FLOOD_ZONE:
ZONE X
AREA OF MINIMAL
FLOOD HAZARD

CURRENT WELD COUNTY
ZONING=A (AGRICULTURAL)

TOWN OF MEAD
QUIT CLAIM DEED
REC 4865252

PROPOSED TOWN OF MEAD
ZONING=PUBLIC FACILITY
(PF)

12" ELECTRIC EASEMENT
UNION RURAL ELECTRIC ASSOCIATION, INC
REC 1556287

POINT OF COMMENCEMENT
S1/4 COR. SEC 17
T3N R68W, 6TH P.M.
#6 REBAR WITH 3-1/4" ALUM.
CAP MKD. "KING SURVEYING INC
PEPEK LS 33642 2001."
(PER MONUMENT RECORD
1-23-2018)

POINT OF BEGINNING

WELD COUNTY

WELD COUNTY ROAD 32
ROAD FILE 100/137 & BK. 86, PG. 273

S. LINE SE1/4 SEC. 17
S90°00'00"W 208.73'

N90°00'00"E
(BASIS OF BEARING)

SE COR. SEC 17
#6 REBAR W/ 2" ALUM.
CAP MKD. "A. MICHAEL
HASCALL PLS 23500
1994" IN MONUMENT BOX:
(PER MONUMENT RECORD
9-20-06)

TOWN OF MEAD ZONING=RSF-4
(RESIDENTIAL SINGLE FAMILY 4)

HALEY
ANNEXATION NO. 2
REC 3797955

RIDGEVIEW LAND WATER
AND MINERALS LLC
SPECIAL WARRANTY DEED
REC 1462220

UNPLATTED

NE1/4,
SEC. 20

CONTIGUITY		
TOTAL PERIMETER OF AREA TO BE ANNEXED	774.90	FEET
CONTIGUITY WITH EXISTING CITY LIMITS	208.73	FEET
MINIMUM ALLOWABLE CONTIGUITY (1/6 TOTAL PERIMETER)	129.15	FEET
CONTIGUITY EXCEEDING 1/6 MINIMUM REQUIREMENT	79.58	FEET
AREA OF ANNEXATION	0.856	ACRES ±

ZONING		
EXISTING WELD COUNTY ZONING	AGRICULTURE	A
PROPOSED TOWN OF MEAD ZONING	PUBLIC FACILITY	PF

LEGEND	
ALUM	ALUMINUM
BK	BOOK
COR	CORNER
ESMT	EASEMENT
MKD	MARKED
OD	OUTSIDE DIAMETER
PG	PAGE
PP	POWER POLE
REC.	RECEPTION NUMBER
ROW	RIGHT-OF-WAY

LEGEND	
FEATURES	
—X—X—	FENCE
—	ANNEXATION CORNER
—	TOWN OF MEAD CORPORATE BOUNDARY
MONUMENTS	
—	NFS MONUMENT NOT FOUND OR SET.
AGL	ABOVE GROUND LEVEL
BGL	BELOW GROUND LEVEL
FGL	FLUSH WITH GROUND LEVEL

APPLICANT/DEVELOPER/OWNER	TECHNICAL CONSULTANTS	DATE OF PREPARATION
TOWN OF MEAD 441 THIRD STREET MEAD, CO 80524 (970) 805-4192 ATTN: TODD BJERKAAS TBJerkaas@townofmead.org	CIVILARTS 1500 KANSAS AVE., SUITE 2-E LONGMONT, CO 80501 (303) 682-1131 ATTN: FRANK N. DREXEL, PLS fdrexel@civilarts.us	JUNE 22, 2026
DATE OF REVISION		
		JULY 21, 2026

NOTES

- BEARINGS SHOWN ON THIS MAP ARE BASED ON THE ASSUMPTION THAT THE SOUTH LINE OF THE SE1/4 OF SECTION 17, T3N, R68W OF THE 6TH P.M., BEARS N90°00'00"E AS MONUMENTED AND SHOWN HEREON.
- THIS MAP WAS PREPARED EXCLUSIVELY FOR ANNEXATION PURPOSES AND IS NOT A LAND SURVEY PLAT OR A MONUMENTED LAND SURVEY ACCORDING TO COLORADO STATUTES.
- RECORDED EASEMENTS AND RIGHTS-OF-WAY, IF ANY, ARE SHOWN ON THIS PLAT AS DISCLOSED IN LAND TITLE GUARANTEE COMPANY COMMITMENT NO. ABH25200227, EFFECTIVE DATE NOVEMBER 3, 2022, AND AS SHOWN ON ADJACENT RECORDED PLATS AND ANNEXATIONS MAPS. NO ADDITIONAL RESEARCH WAS COMPLETED.
- ACCORDING TO THE FIRM FLOOD INSURANCE RATE MAP, MAP NUMBER 080123C1860F, REVISED DATE SEPTEMBER 26, 2024, PANEL 1860 OF 2250, WELD COUNTY, COLORADO AND INCORPORATED AREAS, THE SUBJECT PROPERTY LIES WITHIN: ZONE X OF OTHER AREAS-AREA OF MINIMAL FLOOD HAZARD.
THE POSITION OF ANY AREA DESIGNATED ON THE FIRM MAP RELATIVE TO THE SUBJECT PROPERTY, AS MAY BE NOTED OR SHOWN ON THIS MAP, IS BASED ON GRAPHICALLY SPOTTING OR SCALING THE BOUNDARIES OF THE SUBJECT PROPERTY RELATIVE TO IDENTIFIABLE FEATURES, SUCH AS ROADS, DRAINAGES, OR REFERENCED SECTION LINES, AND MAY NOT BE ACCURATE. CLIENT IS RESPONSIBLE FOR VERIFYING ALL FLOOD MATTERS.
- LINEAR DIMENSIONS SHOWN ON THIS MAP ARE U.S. SURVEY FEET.

CERTIFICATE OF APPROVAL BY THE BOARD OF TRUSTEES

THIS ANNEXATION MAP OF 1785 WELD COUNTY ROAD 32 ANNEXATION TO THE TOWN OF MEAD IS APPROVED AND ACCEPTED BY ORDINANCE NO. _____ PASSED AND ADOPTED AT THE REGULAR MEETING OF THE BOARD OF TRUSTEES MEAD, COLORADO, HELD ON _____, 2026, AT RECEPTION NO. _____ IN THE RECORDS OF THE CLERK AND RECORDER OF WELD COUNTY, COLORADO BY THE BOARD OF TRUSTEES OF MEAD, COLORADO.

MAYOR _____ ATTEST: TOWN CLERK _____

CERTIFICATION DEFINED

THE USE OF THE WORDS "CERTIFY" AND/OR "CERTIFICATION" BY A REGISTERED PROFESSIONAL LAND SURVEYOR CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS AND FINDINGS WHEREON ARE THE SUBJECT OF THE CERTIFICATION WAS PERFORMED BY OR UNDER THE REGISTERED PROFESSIONAL LAND SURVEYOR IN RESPONSIBLE CHARGE; IS BASED ON THE PROFESSIONAL LAND SURVEYOR'S KNOWLEDGE, INFORMATION, AND BELIEF; IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE; AND DOES NOT CONSTITUTE A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED. (RULE 1.6.B.2 OF THE RULES AND REGULATIONS OF ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS)

NOTICE

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED 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.

SURVEYOR'S CERTIFICATE

I, FRANK N. DREXEL, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT AT LEAST ONE-SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF THE PARCELS SHOWN HEREON IS CONTIGUOUS THE PRESENT BOUNDARY OF THE TOWN OF MEAD, AND THAT THIS PLAT COMPLIES WITH SECTION 31-12-107(a), COLORADO REVISED STATUTES, CONCERNING ANNEXATION PLATS.

FRANK N. DREXEL
COLORADO REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 24305
DATE: _____

CLERK & RECORDERS CERTIFICATE

THIS PLAT WAS FILED IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF WELD COUNTY AT _____ A.M. ON THE _____ DAY OF _____ A.D. 2026 IN BOOK _____ PAGE _____ RECEPTION NO. _____

COUNTY CLERK & RECORDER _____

DEPUTY _____



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